Baltimore County

Minutes

MEMORANDUM

To: Raja Veeramachaneni, Michael Baxter

From: Kevin Powers, Manager, State and Local Roadway Systems

Highway Information Services Division

Date: February 23, 2007

Subject: Road "transfers" of parcels in Baltimore County

Mike and Raja,

I have reviewed the attached transfer agreement, and conclude it is written in such a way that indicates land parcels, and not actual roadway, are being transferred to Baltimore County. It also indicates they will not receive roadway mileage credit toward the Highway User Revenue Funds distribution for this transfer until Campbell Boulevard is actually constructed, opened to public travel, and reported as such to SHA in the county's annual Road Improvement Report.

Given this, the agreement may be signed and executed.

I still am unsure why a "road maintenance transfer agreement" is being used for property transfers. It is my understanding deed conveyances are the typical method used for land transfers.

I would not recommend using the transfer agreement for property transfers in the future, as this may be confusing and lead to erroneous judgments and conclusions by future administrative personnel.

(410) 545-5518

March 8, 2007

RECEIVED
MAR 09 2007
HIGHWAY INFORMATION
SERVICES DIVISION

MEMORANDUM

TO: Kevin Powers, Manager
State and Local Roadway Systems
Highway Information Services Division

FROM: Robert M. Pontier, Sr.
Real Property Specialist IV
Utility and Road Conveyance Section

R. M. P., Sr.

SUBJECT: Road Transfer Deed - SHA to the
Baltimore County, Maryland

Proposed Campbell Boulevard

Item No.:91324

For your records, enclosed is a copy of a fully executed Road Transfer Agreement dated February 21,2007 and M. O. A. dated February 23,2007.

If further information is required, please contact the writer.

Thank you.

RMP:
Attachment: Copy of Road Transfer Agreement and M.O.A.

RW 00-444
J.D. 0
If 16 SH

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made effective this 21st day of February, 2007, by and between the State Highway Administration of the Maryland Department of Transportation acting for and on behalf of the State of Maryland, hereinafter referred to as the "SHA", and Baltimore County, Maryland, a body corporate and politic, hereinafter referred to as the "County".

WHEREAS, under authority contained in Section 8-304 of the Transportation Article of the Annotated Code of Maryland, SHA may agree to transfer title to, jurisdiction over, and responsibility for the maintenance of a State highway, or portion thereof, to the political subdivisions of Maryland, and the political subdivisions of Maryland may agree to accept title to, jurisdiction over, and responsibility for the maintenance of said State highway, or portion thereof, from SHA.

WHEREAS, SHA has herein agreed to transfer to the County the hereinafter described parcels of land, and the County has agreed to accept said parcels for the construction, operation or use of the County highway system.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the conditions herein set forth, the parties hereto agree as follows:

1. SHA does hereby transfer unto the County and the County does hereby accept from SHA title to, jurisdiction over

and responsibility for the maintenance of the following described parcels of land for use as part of the future County highway system:

A. SHA to Baltimore County, Maryland:

For use as proposed Campbell Boulevard, as shown on SHA Plat No. 56182:

(1) the fee simple areas shown under Item 91324 as Parcel 1, Parcel 3 and Parcel 6;

(2) the perpetual easement areas designated under Item 91324 as Parcel A, Parcel B, Parcel C and Parcel D for perpetual easements for supporting slopes, drainage and utilities; and

(3) the revertible easement area designated under Item 91324 as Parcel E for a revertible easement for supporting slopes.

SHA Plat No. 56182 is labeled Exhibit A and is attached hereto and incorporated herein.

2. Conveyance of the above-referenced parcels of land, which shall be part of the County highway system, are subject to the following conditions:

A. The effective date of transfer shall be the date of this Road Transfer Agreement.

B. The County will not receive credit for the proposed roadway from the Highway User Revenue Fund until:

(1) December 1 of the year following the date construction has been completed and the roadway has been opened for public use; and

(2) the County reports its maintenance of the roadway in its Annual Road Improvement Report to the SHA.

C. The transfer of the herein described parcels of land for use as part of the future County highway system is made on an as-is basis.

D. The County accepts jurisdiction over, and responsibility for the maintenance of the herein described proposed roadway parcels and easement areas as of the effective date of transfer as set forth in Item 2.A. above.

3. SHA will hereafter prepare a quit claim deed conveying to the County, Item 91324 - Parcel 1, Parcel 3 and Parcel 6, and Item 91324 - Parcel A, Parcel B, Parcel C, Parcel D, and Parcel E, as shown on SHA Plat No. 56182, which parcels constitute the area of the proposed roadway and appurtenances, subject to the approval of the Board of Public Works of Maryland. SHA will present a copy of the deed, SHA Plat No. 56182, and this Road Transfer Agreement to the County for review, with the understanding that the Highway Administration will execute and record the deed unless

notified of any errors in the deed by the County within thirty (30) days of the County's receipt of the deed.

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

WITNESS:

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By: _____
Raja Veeramachaneni
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 17 day of January, 2007.

RECOMMENDED FOR APPROVAL:

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

Libby C Rappaport
Assistant Attorney General

WITNESS:

Donna Morrison

BALTIMORE COUNTY, MARYLAND

By: _____
Fred Homan
Acting County Administrative Officer

Approved as to form and legal sufficiency this 5th day of February, 2007.

RECOMMENDED FOR APPROVAL:

Director of Public Works

County Attorney

FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL 1		
REC'D LIBER	FOLIO	
1	N 37° 03' 29" E	141.88'
2	S 35° 22' 27" E	123.97'
3	S 85° 35' 13" W	153.73'

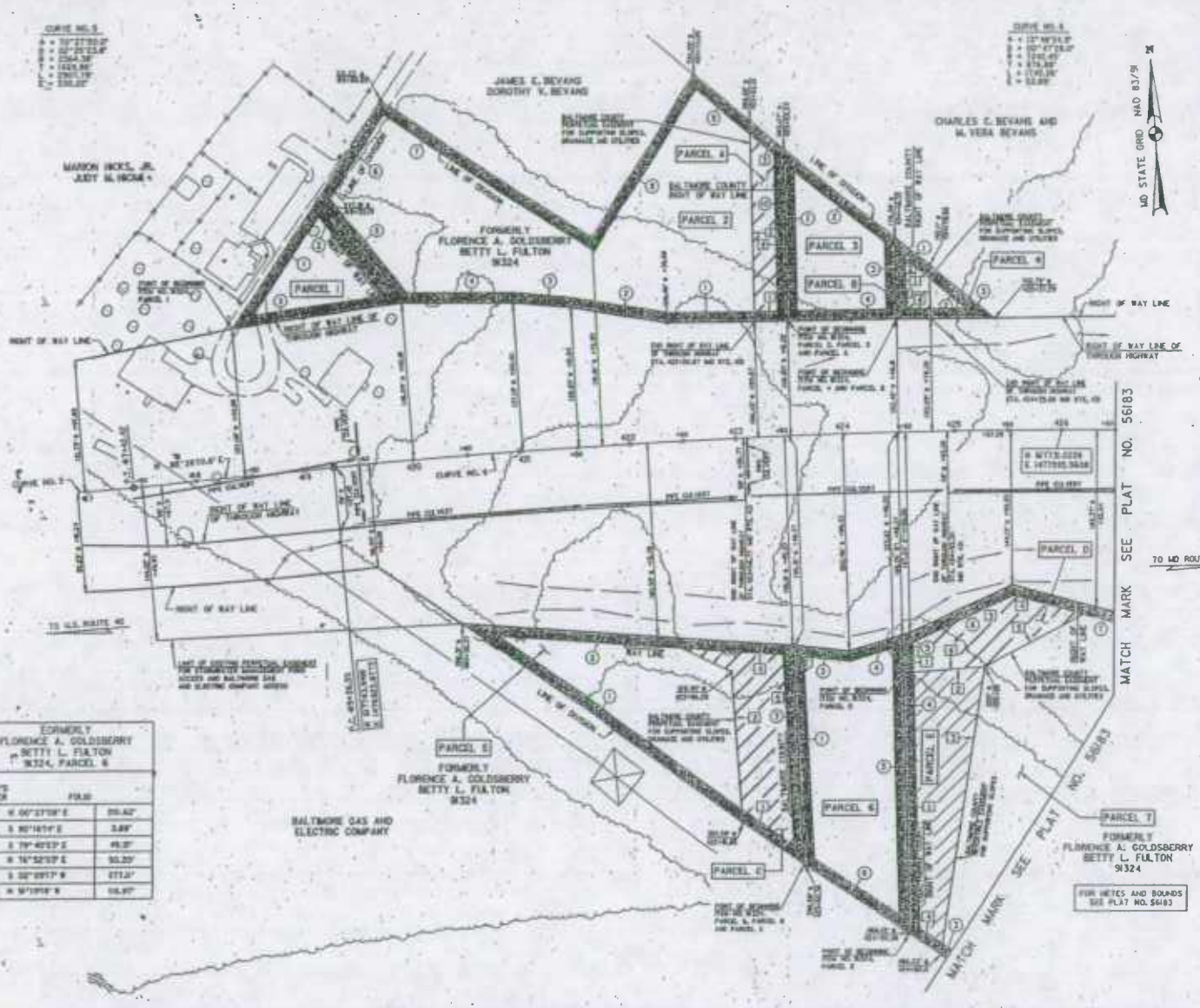
FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL 2		
REC'D LIBER	FOLIO	
1	N 86° 38' 02" E	113.37'
2	N 77° 18' 12" W	92.06'
3	N 80° 46' 48" W	52.24'
4	N 86° 00' 58" E	101.79'
5	N 35° 22' 27" E	123.97'
6	N 37° 03' 29" E	106.20'
7	S 52° 58' 31" E	230.00'
8	N 36° 58' 48" E	177.17'
9	S 47° 15' 01" E	108.50'
10	S 02° 10' 49" W	157.57'

FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL 3		
REC'D LIBER	FOLIO	
1	N 02° 10' 49" E	157.57'
2	S 47° 15' 01" E	130.30'
3	S 02° 11' 02" W	74.91'
4	N 86° 38' 02" W	99.02'

FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL 4		
REC'D LIBER	FOLIO	
1	N 02° 11' 02" E	74.91'
2	S 47° 15' 01" E	118.08'
3	N 86° 38' 02" W	89.74'

FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL 5		
REC'D LIBER	FOLIO	
1	N 51° 19' 18" W	388.89'
2	S 82° 15' 14" E	307.98'
3	S 00° 27' 08" W	201.62'

FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL 6		
REC'D LIBER	FOLIO	
1	N 00° 27' 08" E	201.62'
2	S 82° 15' 14" E	3.88'
3	S 79° 40' 53" E	49.8'
4	N 16° 52' 57" E	93.20'
5	S 02° 09' 17" W	277.21'
6	N 51° 19' 18" W	116.87'



FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL A		
REC'D LIBER	FOLIO	
1	N 86° 38' 02" W	31.01'
2	N 02° 11' 04" E	183.45'
3	S 47° 15' 01" E	40.79'
4	S 02° 10' 49" W	157.57'

FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL B		
REC'D LIBER	FOLIO	
1	N 02° 11' 02" E	74.91'
2	S 47° 15' 01" E	40.81'
3	S 02° 11' 22" W	43.02'
4	N 86° 38' 02" W	31.01'

FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL C		
REC'D LIBER	FOLIO	
1	N 51° 19' 18" W	59.58'
2	N 00° 55' 14" E	137.79'
3	N 61° 11' 48" W	77.84'
4	S 82° 15' 14" E	127.49'
5	S 00° 27' 08" W	201.62'

FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL D		
REC'D LIBER	FOLIO	
1	N 02° 09' 17" E	34.78'
2	N 76° 52' 09" E	7.40'
3	N 68° 38' 29" E	104.02'
4	S 71° 06' 58" E	81.13'
5	S 66° 02' 22" W	118.08'
6	S 89° 55' 03" W	74.25'

FORMERLY FLORENCE A. GOLDSBERRY BETTY L. FULTON 91324, PARCEL E		
REC'D LIBER	FOLIO	
1	N 02° 09' 17" E	242.33'
2	N 89° 55' 03" E	74.25'
3	S 12° 06' 09" W	269.73'
4	N 51° 19' 18" W	34.35'

AREAS CONVEYED OR TO BE CONVEYED BY THE STATE HIGHWAY ADMINSTRATION - STATE ROADS COMMISSION OF MARYLAND

PARCEL 1 : 8,384 SQ. FT. OR 0.1925 ACRES +/-

PARCEL 2 : 59,055 SQ. FT. OR 1.3557 ACRES +/-

PARCEL 3 : 11,508 SQ. FT. OR 0.2642 ACRES +/-

PARCEL 4 : 3,360 SQ. FT. OR 0.0771 ACRES +/-

PARCEL 5 : 30,798 SQ. FT. OR 0.7070 ACRES +/-

PARCEL 6 : 22,603 SQ. FT. OR 0.5189 ACRES +/-

SHOWN THUS :

PARCEL A : 5,285 SQ. FT. OR 0.1213 ACRES +/-

PARCEL B : 1,921 SQ. FT. OR 0.0441 ACRES +/-

PARCEL C : 11,321 SQ. FT. OR 0.2599 ACRES +/-

PARCEL D : 7,738 SQ. FT. OR 0.1776 ACRES +/-

SHOWN THUS :

PARCEL E : 13,133 SQ. FT. OR 0.3015 ACRES +/-

SHOWN THUS :

EXHIBIT A

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE CORRECT AND ARE BASED ON THE FIELD SURVEYS PERFORMED BY STATE HIGHWAY ADMINISTRATION, AND RECORDED DESCRIPTIONS THEREOF, AND THAT THE SURVEY MEETS THE REQUIREMENTS OF CONTRACTED SURVEYS OF THE MARYLAND DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION.

DATE

COMPIED BY _____ REVISION _____

LEGEND

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

THIS IS A CONTROLLED ACCESS ARTERIAL HIGHWAY AND NO ACCESS (OTHER VEHICULAR, PEDESTRIAN, AND/OR ANIMAL WILL BE PERMITTED ACROSS THE LINES DESIGNATED "RIGHT OF WAY LINE OF THROUGH HIGHWAY" EXCEPT BY MEANS OF SUCH PUBLIC ROAD CONNECTIONS AS ARE AUTHORIZED BY LAW.

SENT TO RECORD OFFICE _____ 20____

APPROVED BY CHAIRMAN _____ 20____

BOOKS	REVISIONS	PART OF PLATS
05424 (WORD, CONTROL) 00071 (TRAV) 23377 (CONTROL, TRAV) 23509 (TRAV) 23508 (TOPO) 23409 (WETL WORD) 23504 (TOPO) 23505 [illegible] 23506 [illegible]		05890 (REV. 9-27-00) 08407 (REV. 10-30-00)

LOCATED IN BALTIMORE COUNTY

PREPARED BY JOHNSON, MIRMIRAN & THOMPSON, P.A.

PROJECT MANAGER

CONSTRUCTION PROJECT: MD ROUTE 43 EXTENDED FROM U.S. ROUTE 40 TO MD ROUTE 150

CONSTRUCTION PROJECT NO: BA8475171

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

RIGHT OF WAY PROJECT: MD ROUTE 43 EXTENDED FROM U.S. ROUTE 40 TO MD ROUTE
RIGHT OF WAY PROJECT NO. BA8475171
FEDERAL AID PROJECT NO.

ISSUED NOV 10 20 03

CHIEF, PLATS AND SURVEYS DIVISION

SCALE 1" = 50'

PLAT No. 56182

RECEIVED
FEB 28 2007
HIGHWAY INFORMATION
SERVICES DIVISION

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

February 23, 2007 R. Veeramachaneni

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated February 21, 2007 between the State Highway Administration and Baltimore County , Maryland, relative to the transfer of the following described parcels of land and easements for use in the construction of the proposed Campbell Boulevard by Baltimore County , and subject to the conditions more fully set forth in the agreement. The effective date of transfer to the County will be the date of the agreement.

State Highway Administration to Baltimore County, Maryland:

For use to construct proposed Campbell Boulevard by Baltimore County the fee simple areas labeled Parcels 1, 3, and 6 on SHA Plat No. 56182, and the easement areas labeled Parcels A , B , C , D , and E also shown on SHA Plat No. 56182 , labeled Exhibit A ,which is attached hereto .

Item No.: 91324

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

* Campbell Blvd Not yet built. Land parcel Transfer only.

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL 1

REC'D LIBER	FOLIO	
1	N 37°03'29" E	16.80'
2	S 35°22'27" E	123.97'
3	S 83°35'13" W	181.77'

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL 2

REC'D LIBER	FOLIO	
1	N 86°38'02" W	93.37'
2	N 73°18'37" W	99.04'
3	N 80°46'48" W	52.24'
4	N 35°00'58" W	101.79'
5	N 35°22'27" E	123.97'
6	N 37°03'29" E	104.20'
7	S 52°54'31" E	830.00'
8	N 36°58'48" E	177.37'
9	S 87°18'01" E	104.50'
10	S 02°10'49" W	157.57'

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL 3

REC'D LIBER	FOLIO	
1	N 02°10'49" E	157.57'
2	S 47°18'01" E	130.30'
3	S 02°10'02" W	74.98'
4	N 88°36'02" W	99.02'

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL 4

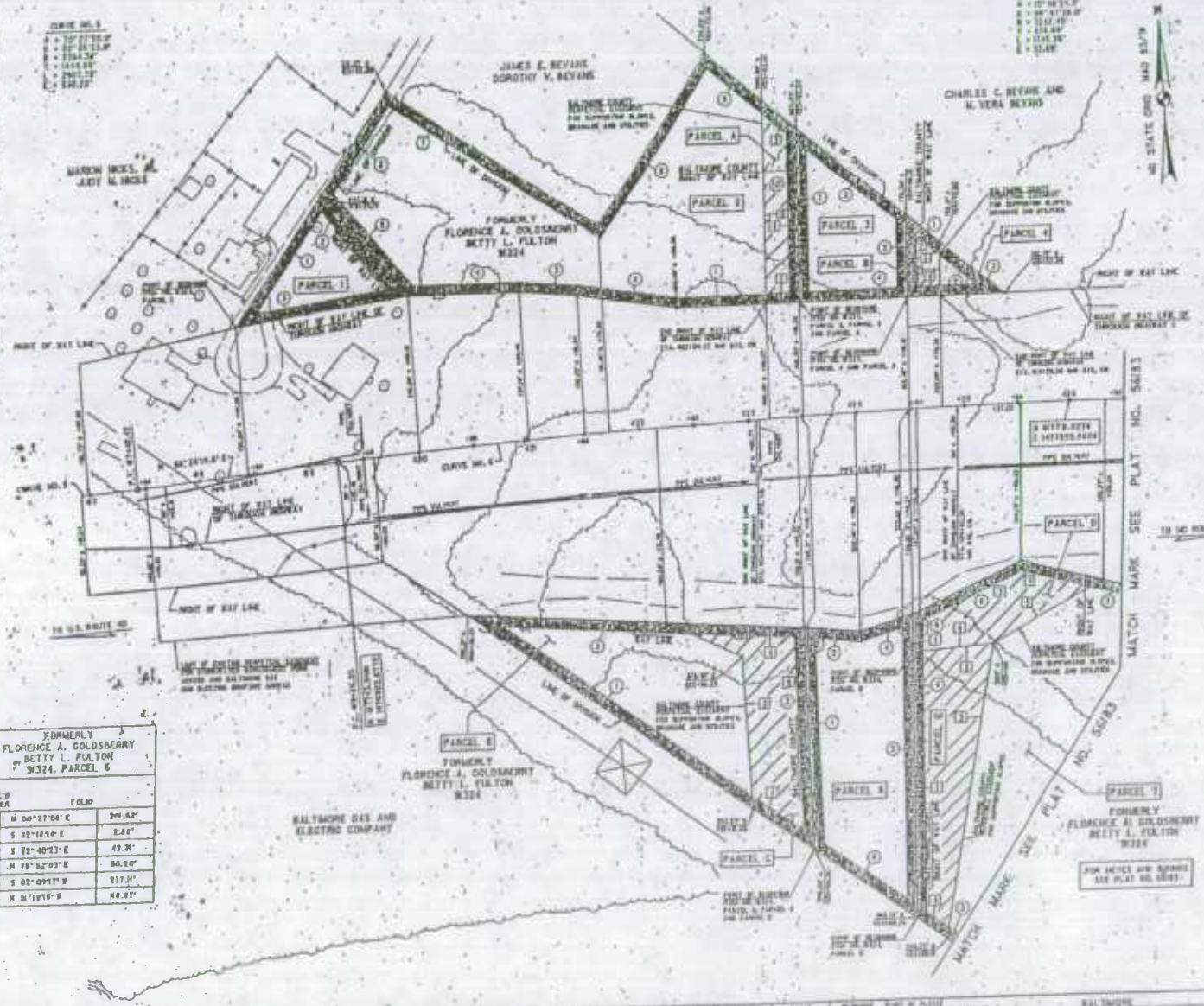
REC'D LIBER	FOLIO	
1	N 02°11'02" E	74.98'
2	S 47°18'01" E	118.04'
3	N 86°36'02" W	83.74'

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL 5

REC'D LIBER	FOLIO	
	N 38°19'18" W	348.89'
	S 82°16'14" E	307.88'
	S 00°27'04" W	201.82'

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL 6

REC'D LIBER	FOLIO	
1	N 00°27'04" E	201.82'
2	S 82°16'14" E	2.88'
3	S 78°40'23" E	49.36'
4	N 76°52'03" E	50.20'
5	S 02°09'17" W	217.31'
6	N 86°19'18" W	48.87'



FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL A

REC'D LIBER	FOLIO	
1	N 88°36'02" W	31.01'
2	N 02°10'04" E	103.45'
3	S 47°16'01" E	40.79'
4	S 02°10'49" W	157.57'

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL B

REC'D LIBER	FOLIO	
1	N 02°10'02" E	74.98'
2	S 47°18'01" E	40.81'
3	S 02°11'22" W	43.02'
4	N 88°36'02" W	31.01'

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL C

REC'D LIBER	FOLIO	
1	N 51°19'18" W	85.58'
2	N 00°55'14" W	137.19'
3	N 81°0'48" W	77.06'
4	S 82°18'18" E	127.49'
5	S 00°27'04" W	201.82'

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL D

REC'D LIBER	FOLIO	
1	N 02°09'17" E	34.78'
2	N 76°52'03" E	7.40'
3	N 88°38'29" E	104.02'
4	S 71°06'54" E	8.23'
5	S 88°02'22" W	116.04'
6	S 89°55'03" W	74.25'

FORMERLY
FLORENCE A. GOLDSBERRY
BETTY L. FULTON
9324, PARCEL E

REC'D LIBER	FOLIO	
1	N 82°09'17" E	242.33'
2	N 89°55'03" E	14.20'
3	S 12°06'09" W	244.33'
4	N 87°19'18" W	24.30'

AREAS CONVEYED OR TO BE CONVEYED BY THE STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION OF MARYLAND

PARCEL 1 : 8,384 SQ. FT. OR 0.1925 ACRES +/-
PARCEL 2 : 59,055 SQ. FT. OR 1.3553 ACRES +/-
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PARCEL 5 : 30,798 SQ. FT. OR 0.7070 ACRES +/-
PARCEL 6 : 22,603 SQ. FT. OR 0.5189 ACRES +/-
SHOWN THUS :

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PARCEL B : 1,921 SQ. FT. OR 0.0441 ACRES +/-
PARCEL C : 11,121 SQ. FT. OR 0.2553 ACRES +/-
PARCEL D : 7,734 SQ. FT. OR 0.1776 ACRES +/-
SHOWN THUS :

PARCEL E : 13,133 SQ. FT. OR 0.3015 ACRES +/-
SHOWN THUS :

EXHIBIT A

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

RIGHT OF WAY PROJECT: MD ROUTE 43 EXTENDED FROM U.S. ROUTE 40 TO MD ROUTE 542
BALTIMORE
RIGHT OF WAY PROJECT NO.
FEDERAL AID PROJECT NO.
CONSTRUCTION PROJECT: MD ROUTE 43 EXTENDED FROM U.S. ROUTE 40 TO MD ROUTE 542
BALTIMORE
CONSTRUCTION PROJECT NO.
LOCATED IN: BALTIMORE
PREPARED BY: JOHNSON, MIRMIRAN & THOMPSON, P.A.
SCALE
PLAT No. 56182

S.H.A

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

Baltimore County , Maryland

Mr. Edward C. Adams , Jr.
Ms. Shirley Murphy
Mr. Ron Goodwin
Ms. Lois Ruhl
Mr. Dennis Maloney

From: DAVE COYNE
To: JOHN KLAUSING
Date: 07/27/2005 3:47:54 PM
Subject: Re: MD 26 Maintenance Responsibility

John:

The bridge is under D7's responsibility and the actual bridge is in the D7 inventory. We know of no agreement relating to this structure and its ownership.

Please contact Ray Johnson at 301-624-8108 if you have any additional questions. Thanks

Dave

>>> JOHN KLAUSING 07/27/2005 3:23:23 PM >>>
Good afternoon.

This morning a question arose regarding maintenance of MD 26 @ the Baltimore / Carroll County line and I was unable to locate any documentation supporting our records. Where does District 7's maintenance end and District 4's maintenance begin on MD26 @ structure #6002 over Liberty Reservoir? Does District 7 maintain the entire bridge and is there any maintenance agreement to support this?

Thank you for your time.

John Klausing
State & Local Roadway Systems
Database Management Section
Highway Information Services Division
Maryland State Highway Administration
707 N. Calvert St.
Baltimore, MD 21202
Mailstop C-607
Phone: 410-545-5522
Fax: 410-209-5033
email: jklausing@sha.state.md.us

CC: DAVID MALKOWSKI; Ray; STEVEN MARCISZEWSKI

MEMORANDUM

To: File

From: Kevin Powers, Manager, State and Local Roadway Systems
Highway Information Services Division

Date: February 17, 2004

Subject: Piney Grove Road maintenance

Piney Grove Road, SHA inventory route CO 180, was relocated at its intersection with MD 128 for a distance of 0.09 mile ±. This section will be maintained by Baltimore County, as noted in the Memorandum of Understanding dated June 7, 2002 and in the email message from District 4 Engineer David Malkowski to Werner Schlough of this office.

From: ROBERT TRESSELT
To: BILL WALSEK
Date: 11/13/01 2:33PM
Subject: Fwd: Re: Steve Antoniou, Item 91295

MD 41

Bill, Please be advised that this piece of Perring Parkway ext. between Joppa rd and Saytre Hill rd is now in SHA ownership. Please adjust our records accordingly. Thanks. Rob

ork; bond or other surety. —
ork otherwise prohibited by

formed to the satisfaction of

or by whom the work is done
ood a condition as before the

ngovernment applicant for a
eveloper to submit a perfor-
otable to the Administration.
ngovernment applicant for a
ayment bond, letter of credit,
if:
stimated to exceed $100,000;
n part, by private funds; and
side the applicant's property.
may apply to the circuit court
urred or is threatened for
. 89B, § 43; 1977, ch. 13, § 2;

minal laws. It is clear that the State
e empowered to place signs in the
t sobriety checkpoint sites. Little v.
Md. 485, 479 A.2d 903 (1984).
n Montgomery Cablevision Ltd.
p v. Beynon, 116 Md. App. 363, 696
1997).

el, and other material.

y not remove any dirt, sand,
he land adjoining any State
onstruction of the highway by
opes supporting the adjoining

iers to protect or support any
r any other structure, a person
ock, or other material from the
armful to the construction or

ny provision of this section is
ubject to:
; $100; and
exceeding $1,000 or impriso
1957, art. 89B, § 47; 1977, ch

§ 8-648. Storm drain covers in highways.

Any new or replacement storm drain cover, installed on a street or highway in the State, after January 1, 1980, shall consist of:

(1) Bars running perpendicular to the flow of traffic on the highway;

(2) A grating composed of intersecting bars; or

(3) Other designs approved by the Department of Transportation which meet safety design criteria as well as engineering and structural design demands. (1979, ch. 392.)

§ 8-649. Senator Frederick C. Malkus, Jr. Bridge.

The new bridge across the Choptank River in the vicinity of Cambridge shall be named the Senator Frederick C. Malkus, Jr. Bridge. (1985, 2nd Sp. Sess., ch. 1, § 1.)

§ 8-650. Vietnam Veterans Memorial Highway.

The Administration shall designate the portion of Maryland Route 24 located between the U.S. Route 1 Bypass and U.S. Route 40 as the Vietnam Veterans Memorial Highway. (1995, ch. 18.)

§ 8-651. Korean War Veterans Memorial Highway.

The Administration shall designate Maryland Route 43 as the Korean War Veterans Memorial Highway. (2001, ch. 180.)

Editor's note. — Section 2, ch. 180, Acts 2001, provides that the act shall take effect Oct. 1, 2001.

§ 8-652. Flags at rest areas, welcome centers, and exhibit centers.

The following flags shall be flown year round at each rest area, welcome center, and exhibit center within interstate and State highway rights-of-way:

(1) The flag of the United States;

(2) The State flag; and

(3) The POW/MIA Flag of the National League of Families of American Prisoners and Missing in Southeast Asia. (2001, ch. 181.)

Editor's note. — As originally enacted by ch. 181, Acts 2001, this section was designated as § 8-651. Because of an addition of a § 8-651 by ch. 180, Acts 2001, the section added by ch. 181 has been designated herein as § 8-652.

Section 2, ch. 181, Acts 2001, provides that the act shall take effect Oct. 1, 2001.

§ 8-653. Veterans of Foreign Wars Memorial Highway.

The Administration shall dedicate the portion of Interstate Highway 83 from the intersection of Interstate Highway 83 and Interstate Highway 695 to the

Maryland-Pennsylvania border as the Veterans of Foreign Wars Memorial Highway. (2001, ch. 554.)

Editor's note. — As originally enacted by ch. 554, Acts 2001, this section was designated as § 8-651. Because of previous additions by chs. 180 and 181, Acts 2001, the section added by ch. 554 has been designated herein as § 8-653.

Section 2, ch. 554, Acts 2001, provides that the act shall take effect Oct. 1, 2001.

Subtitle 7. Regulation of Outdoor Advertising.

Part I. Definitions; General Provisions.

§ 8-701. Definitions.

(a) *In general.* — In this subtitle the following words have the meanings indicated.

(b) *Erect.* — (1) "Erect" means, except as provided in paragraph (2) of this subsection, to construct, build, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish.

(2) "Erect" does not include any of the activities described in paragraph (1) of this subsection when performed only as an incident to a change of advertising message or the customary maintenance or repair of an outdoor sign or outdoor sign structure.

(c) *Main traveled way.* — (1) "Main traveled way" means:

(i) That part of a roadway that is used for the movement of vehicles and on which through traffic is carried; and

(ii) In the case of a divided highway, that part of each of the separated roadways that is used for the movement of vehicles and on which through traffic is carried in opposite directions.

(2) "Main traveled way" does not include:

(i) Shoulders; or

(ii) Frontage roads, turning roadways, parking areas, or similar facilities.

(d) *On premise outdoor sign.* — "On premise outdoor sign" means any outdoor sign that, regardless of content, is designed, intended, or used to advertise or inform the traveling public of:

(1) The sale or lease of the property on which it is located;

(2) The sale or lease of a product grown, produced, or manufactured on the property on which it is located; or

(3) The name of the owner, agent, assignee, or lessee of the property on which it is located.

(e) *Outdoor sign.* — "Outdoor sign" means any outdoor sign, display, light, structure, figure, painting, drawing, message, plaque, placard, poster, billboard, device, or other thing that is designed, intended, or used to advertise or inform the traveling public.

(f) *Visible.* — "Visible" means capable of being seen, whether or not legible, without visual aid by a person of normal eyesight. (An. Code 1957, art. 89B, §§ 231B, 251; 1977, ch. 13, § 2.)

§ 8-702. Scope o[illegible]bt

(a) *Subtitle not exclusive.* — any other provisions of law th public property.

(b) *Traffic devices.* — This tenance of any traffic sign, sig local authority in accordance art. 89B, § 232; 1977, ch. 13

County regulation of cigar boards permitted. — Prince Geor Council may enact legislation tha prohibits billboard advertising of to than cigarettes; it may limit billboa

§ 8-703. Effect of sub

(a) *Certain signs exempt.* maintenance of any school l

(1) The advertising doe

(2) The shelter has no n

(3) The shelter has no

(b) *Subject to local regul* shelters are subject to ap approved by the State High IV of this subtitle applies regulations regardin[illegible]atio federal-aid primary [illegible]hwa § 2.)

§ 8-704. Administrat

The Administration shal 1957, art. 56, § 208, art. 8

§ 8-705. Rules and r

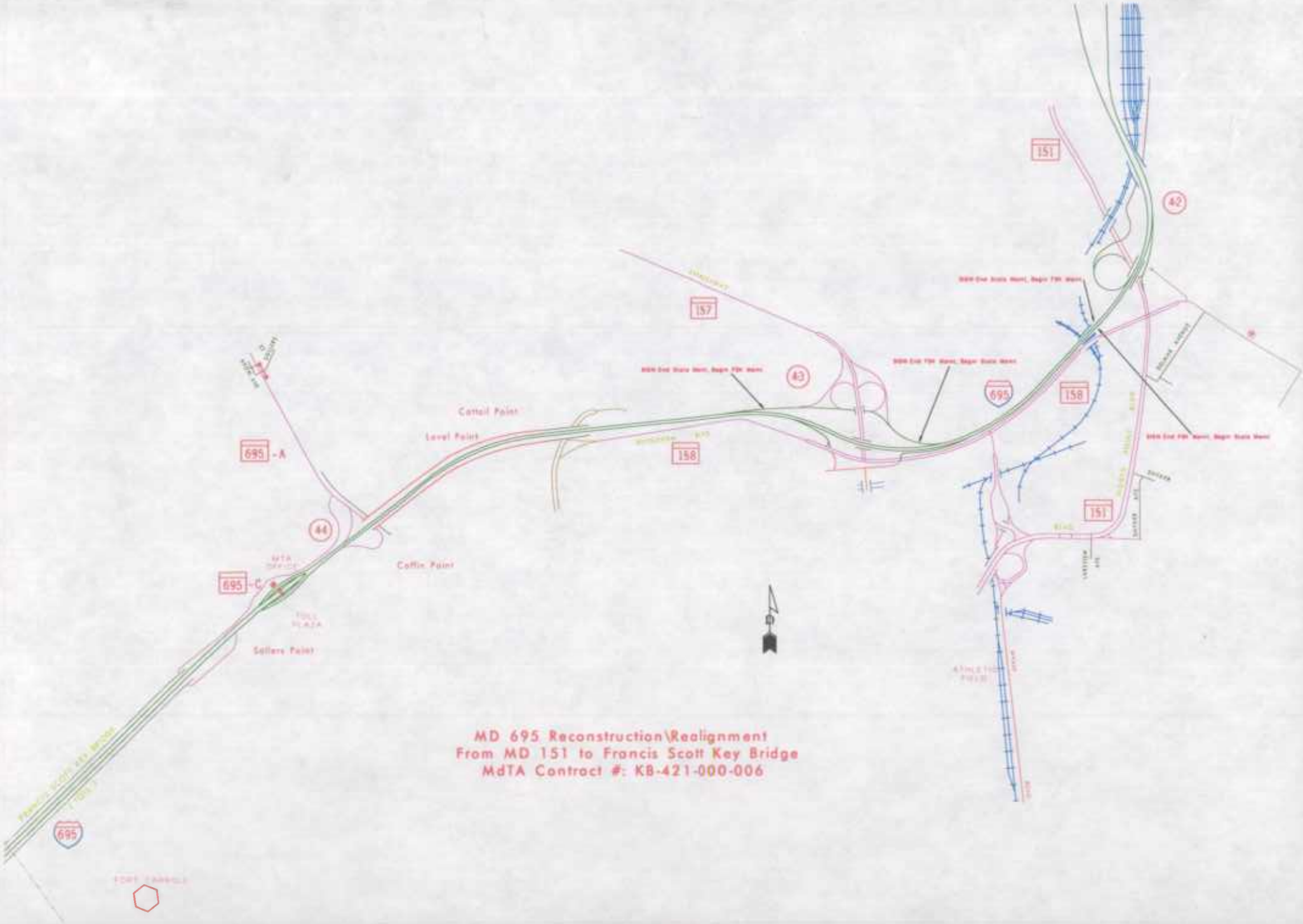
(a) *Power in general.* — tions to carry out the pro regulations that, consisten the Administration consid

(1) The issuance of li

(2) The location, size, sign for which a permit is

(3) The method of e permit.

(b) *Notice and hearing;* adopted under this subtitl shall be published once


Cattail Point
Level Point
Coffin Point
Sellers Point
695-A
695-C
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151
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44
MD 695 Reconstruction\Realignment
From MD 151 to Francis Scott Key Bridge
MdTA Contract #: KB-421-000-006

October 2, 2000

MD 695 Maintenance

On October 2, 2000, Alan Lijewski spoke with Ron Lewis, RME, Golden Ring Shop, about the limits of maintenance between SHA and MdTA regarding MD 695 at the Key Bridge.
According to Mr. Lewis, MdTA has not worked up a new maintenance agreement for the re-constructed MD 695, MD 151, MD 157 and MD 158. He is waiting for a new agreement to be drawn up in order to determine SHA's limits of responsibility within the MD 695 corridor. Since there has been no formal agreement to date, SHA is using the limits of maintenance signs **placed by MdTA** as the guide for maintenance responsibilities.

The locations of the signs are:

MD 695- @ m.p. 9.24, End State maintenance/Begin FSK maintenance

Exit 43, Ramp 9- @ m.p. .17 End FSK maintenance/Begin State maintenance
@ m.p. .57 End State maintenance/ Begin FSK maintenance

~~Exhibit No.1~~

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 1st day of October, 1998, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as the "Highway Administration", party of the first part, and Baltimore County, Maryland, hereinafter referred to as the "County", party of the second part.

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

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

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

1. The Highway Administration does hereby transfer unto the County and the County does hereby accept from the Highway Administration jurisdiction over and responsibility for the maintenance of the following described sections of State highway and mileage as part of the County's highway system, as follows and as shown on Exhibit A attached hereto and incorporated hereinafter collectively referred to as the "Roadways":

SHA to Baltimore County, Maryland:

MD Rte. 20A - North Point Road - From the Baltimore Bypass Street to Ramp 6 (from MD 151 to MD 150), a total distance of 0.51± miles.

MD Rte. 20B - North Point Road - From MD 151 to MD 150, a total distance of 2.72± miles.

MD Rte. 20C - North Point Road - From MD 151 to MD 151, a total distance of 1.30± miles.

MD Rte. 20D - North Point Road - From MD 718 to Road End, including the new connection of MD 20D to MD 151 as constructed by MDTA, a total distance of 0.74± miles.

MD Rte. 20E - No name - From MD 20C to the Road End, a total distance of 0.04± miles.

MD Rte. 125A - No name - From the Road End to MD 125, a total distance of 0.15± miles.

MD Rte. 463A - York Road - From MD 45 to the Road End at Parkton, a total distance of 0.17± miles.

MD Rte. 463B - York Road - From the Road End to MD 45 at Parkton, a total distance of 0.14± miles.

MD Rte. 770 - Conley Street Extended - From MD 20A to MD 151, a total distance of 0.08± miles.

MD Rte. 940D - Smoot Lane - From Church Road to the Road End West of MD 795, a total distance of 0.02± miles.

MD Rte. 940S - No Name - From MD 30 to the Road End, a total distance of 0.37± miles.

MD Rte. 37 - McDonogh Road - From the beginning of SHA maintenance (0.51 mi. SW of MD 140) to the end of SHA maintenance (1.16 mi. SW of MD 140), a total distance of 0.65± miles.

MD Rte. 644A - Francis Avenue - From Carville Avenue to Ridge Road, a total distance of 0.16± miles.

MD Rte. 718 - Sparrows Point Road - From MD 151 to MD 20D at Edgemere, a total distance of 1.00± miles.

MD Rte. 891 - Hollins Ferry Road - From I-695 to the end of SHA maintenance at Transway Road (SHA inventory milepoints 1.72 to 2.02), a total distance of 0.30± miles.

MD Rte. 891 - Hollins Ferry Road - From Hammonds Ferry Road to I-695 - (SHA milepoints 1.49 to 1.72), a total distance of 0.23± miles.

MD Rte. 126 - Gwynn Oak Avenue - From Windsor Mill Road to the Baltimore City Line, a total distance of 1.09± miles.

MD Rte. 567 - Cromwell Bridge Road - From the beginning of SHA maintenance (0.62 mi, NW of the intersection of Oakleigh Road) to Cub Hill Road, a total distance of 1.50± miles.

Gilley Terrace - From Rossville Boulevard (Co 4458) southerly to the end of State maintenance, a total distance of 0.20± miles.

Total mileage to the County - 11.37± miles
Item No.: 87746

2. Furthermore, the County does hereby transfer unto the Highway Administration and the Highway Administration does hereby accept from the County jurisdiction over and responsibility for the maintenance of the following

described sections of highway and mileage as part of the State's highway system, as follows and as shown on Exhibit B attached hereto and incorporated hereinafter collectively referred to as the "County Highways".

Baltimore County to the SHA:

Monkton Road (Co. Rte. 224) - From the beginning of structure BO014 over the Gunpowder Falls (former end of SHA maintenance) to the intersections of Monkton Road, County Rte. 229, Sheppard Road and MD Rte. 138, and appertenances, a total distance of 0.43± miles.

Peninsula Expressway (Co. Rte. 5630) - From the beginning of Structure BO147 over Bear Creek (end of SHA maintenance) to Merritt Boulevard, a total distance of 1.50± miles.

Merritt Boulevard (Co. Rte. 5460) - From MD 20B to the Peninsula Expressway, a total distance of 2.06± miles.

Total mileage to the State - 3.99± miles

3. Transfer of the Roadways and/or County Highways is subject to the following conditions as applicable:

A. The effective date of transfer of the Roadways to the County and the County Highways to the Highway Administration will be June 30, 1998.

B. The Roadway mileage will be included in the County's inventory as of December 1, 1998 and the County Highway mileage will be included in the Highway Administration's inventory as of the same date.

C. The basis for the allocation of funds to the County will include the Roadway mileage (i.e., the additional 11.37± miles) beginning July 1, 1998. The basis for the allocation of funds to the Highway Administration will include the County Highway mileage (i.e., the additional 3.99± miles) beginning July 1, 1998.

D. The transfer of the Roadways between the respective parties shall be on an "as-is" basis.

E. The County hereby accepts jurisdiction over and responsibility for the maintenance of Roadways as of the effective date of transfer as set forth in Item 3-A above and the Highway Administration hereby accepts jurisdiction over and responsibility for the maintenance of the County Highways as of the same date.

F. The transfer of the Peninsula Expressway to the Highway Administration includes the drawbridge over Bear Creek and all pertinent supporting structures.The transfer of Francis Avenue to the County includes the recently completed bridge over Francis Avenue and all pertinent supporting structures.

G. All other bridges on all other routes are excluded from the agreement with the exception of those covered by Item F above.

4. The Highway Administration will hereafter prepare a deed conveying the Roadways to the County subject to the approval of the Board of Public Works of Maryland. The deed shall provide for the County's endorsement of its acceptance of the aforementioned rights of way in accordance with Section 31-50 of the Baltimore County Code. A copy of the executed deed will be presented for the County's review and endorsement, after which the County will record the deed.

5. The County will hereafter prepare a deed conveying the County highways to the Highway Administration. A copy of the executed deed will be presented to the Highway Administration for review with the understanding that the County will record the deed unless notified to the contrary by the Highway Administration within thirty (30) days.

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

RECOMMENDED FOR APPROVAL

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Director, Office of Planning
and Preliminary Engineering

_____

Approved as to form and legal
sufficiency this 23 day of
March, 1998.

_____
Chief, Utility and Road
Conveyance Section

_____
Assistant Attorney General

RECOMMENDED FOR APPROVAL

BALTIMORE COUNTY, MARYLAND

WITNESS:

BY: _____
County Executive

_____

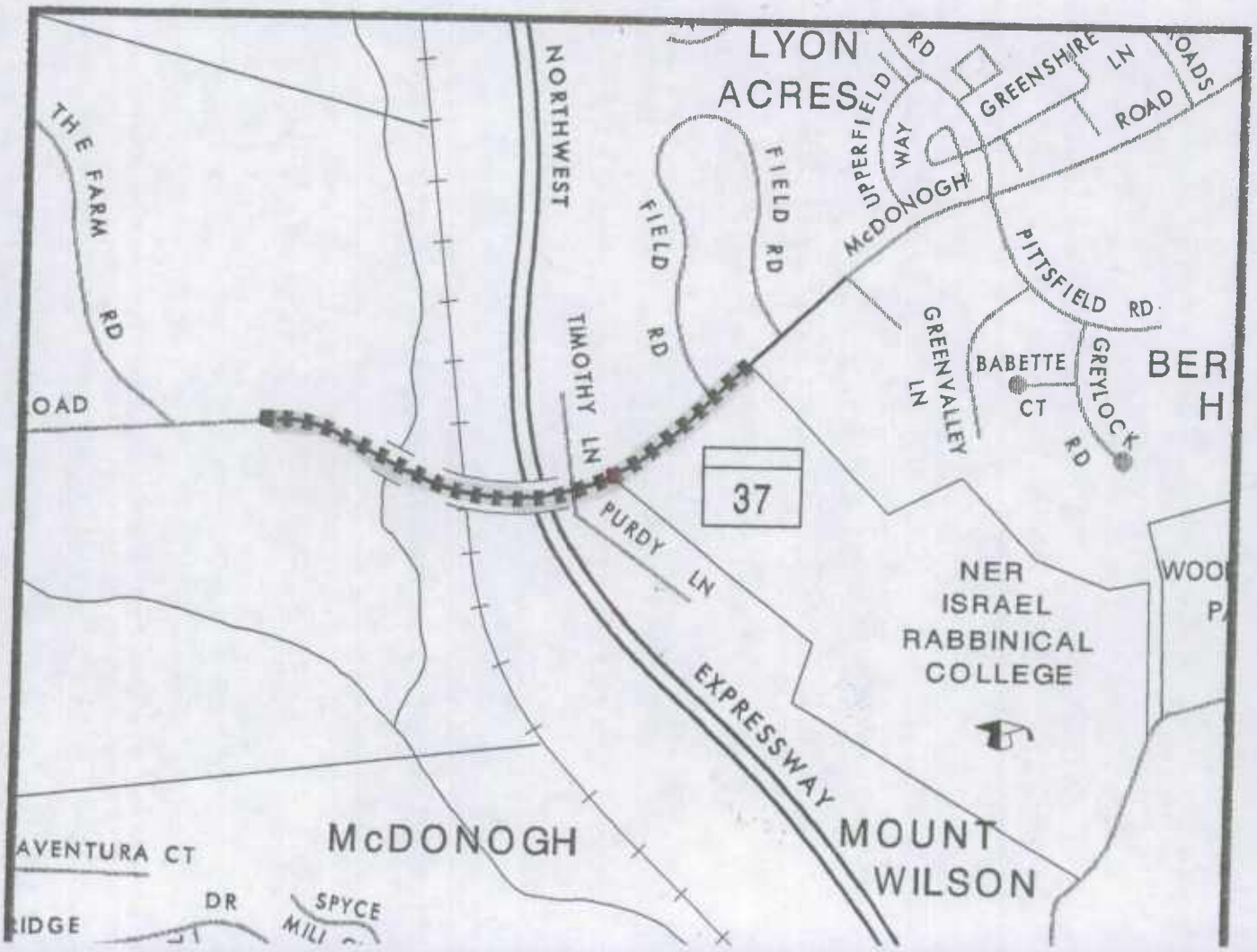
_____
Director, Department
of Public Works

Approval as to form and legal
sufficiency this 26th day of
June, 1998

_____
Asst County Attorney

Exhibit A

MD Route 37 – McDonogh Road – From the beginning of SHA maintenance (0.51 mi. SW of MD 140) to the end of SHA maintenance (1.16 mi. SW of MD 140) including Bridge Structure No.: 032032 over Gwynns Falls, a total distance of 0.65 plus or minus miles.



Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor
David L. Winstead
Secretary
Parker F. Williams
Administrator

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

October 6, 1998

pjl
11/11/98

Neil J. Pedersen, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated October 1, 1998, between the State Highway Administration and Baltimore County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the Roadways/County Highways shall be upon complete execution of the road transfer agreement.

State Highway Administration to Baltimore County, Maryland:

Co 8006 √ MD Rte. 20A - North Point Road - From the Baltimore Bypass Street to Ramp 6 (from MD 151 to MD 150), a total distance of 0.51± miles.

Co 8007 √ MD Rte. 20B - North Point Road - From MD 151 to MD 150, a total distance of 2.72± miles.

Co 8008 √ MD Rte. 20C - North Point Road - From MD 151 to MD 151, a total distance of 1.30± miles.

Co 8677 √ MD Rte. 20D - North Point Road - From MD 718 to Road End, including the new connection of MD 20D to MD 151 as constructed by MDTA, a total distance of 0.74± miles.

Co 8010 √ MD Rte. 20E - No name - From MD 20C to the Road End, a total distance of 0.04± miles.

Co 8011 √ MD Rte. 125A - No name - From the Road End to MD 125, a total distance of 0.15± miles.

Co 8012 √ MD Rte. 463A - York Road - From MD 45 to the Road End at Parkton, a total distance of 0.17± miles.

Co 8013 √ MD Rte. 463B - York Road - From the Road End to MD 45 at Parkton, a total distance of 0.14± miles.

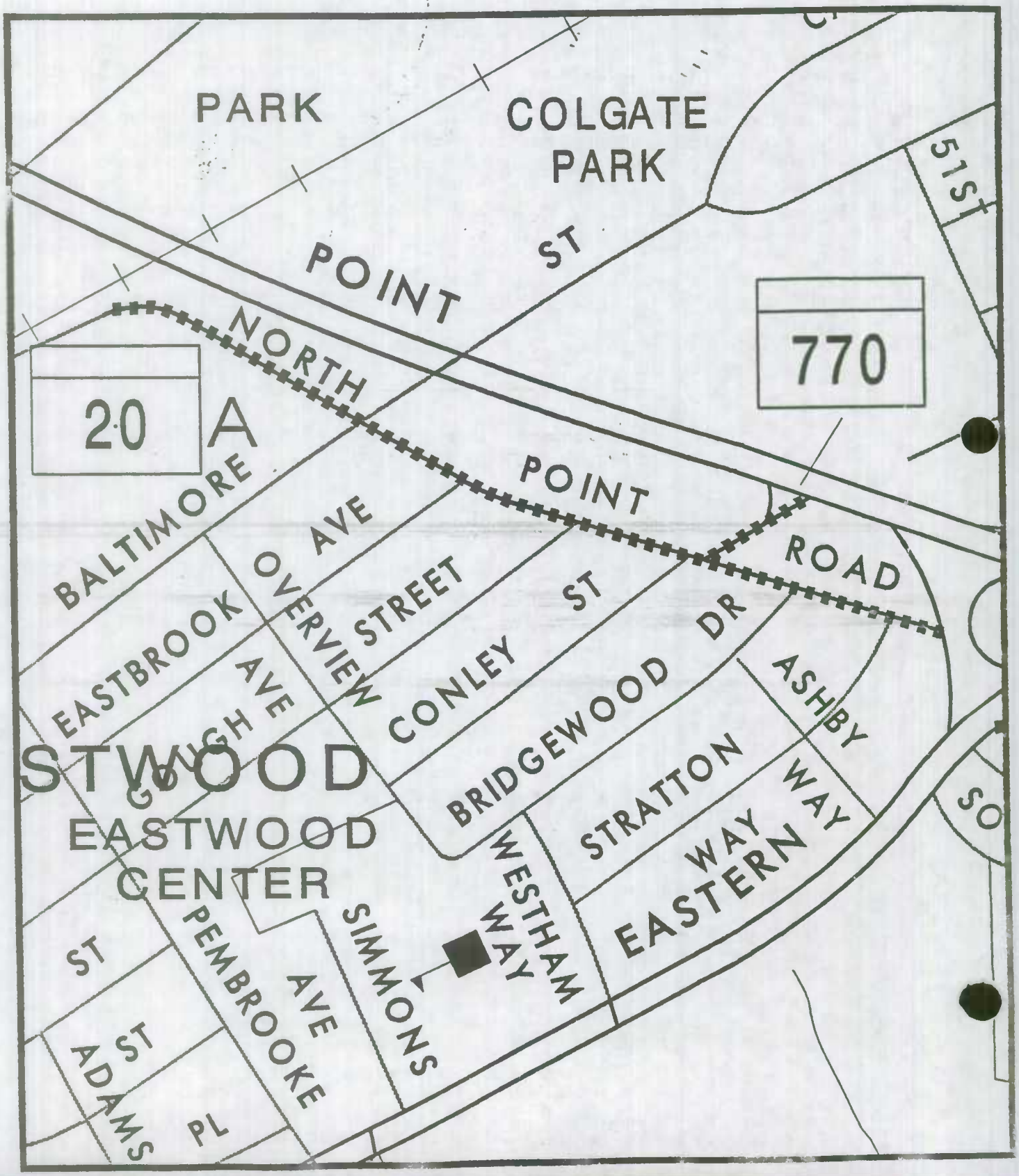
Co 8014 √ MD Rte. 770 - Conley Street Extended - From MD 20A to MD 151, a total distance of 0.08± miles.

My telephone number is _____

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

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

MD 20A/MD 770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SIMMONS
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SCARIFIED - No Longer exists R/W Agreement 4-27-87

MD Rte. 940D - Smoot Lane - From Church Road to the Road End West of MD 795, a total distance of 0.02± miles.

Co 8015 MD Rte. 940S - No Name - From MD 30 to the Road End, a total distance of 0.37± miles.

Co 2250 MD Rte. 37 - McDonogh Road - From the beginning of SHA maintenance (0.51 mi. SW of MD 140) to the end of SHA maintenance (1.16 mi. SW of MD 140), a total distance of 0.65± miles.

Co 3100 MD Rte. 644A - Francis Avenue - From Carville Avenue to Ridge Road, a total distance of 0.16± miles.

Co 8017 MD Rte. 718 - Sparrows Point Road - From MD 151 to MD 20D at Edgemere, a total distance of 1.00± miles.

Co 3239 MD Rte. 891 - Hollins Ferry Road - From I-695 to the end of SHA maintenance at Transway Road (SHA inventory milepoints 1.72 to 2.02), a total distance of 0.30± miles.

Co 3239 MD Rte. 891 - Hollins Ferry Road - From Hammonds Ferry Road to I-695 - (SHA milepoints 1.49 to 1.72), a total distance of 0.23± miles.

Co 8018 MD Rte. 126 - Gwynn Oak Avenue - From Windsor Mill Road to the Baltimore City Line, a total distance of 1.09± miles.

Co 3358 MD Rte. 567 - Cromwell Bridge Road - From the beginning of SHA maintenance (0.62 mi, NW of the intersection of Oakleigh Road) to Cub Hill Road, a total distance of 1.50± miles.

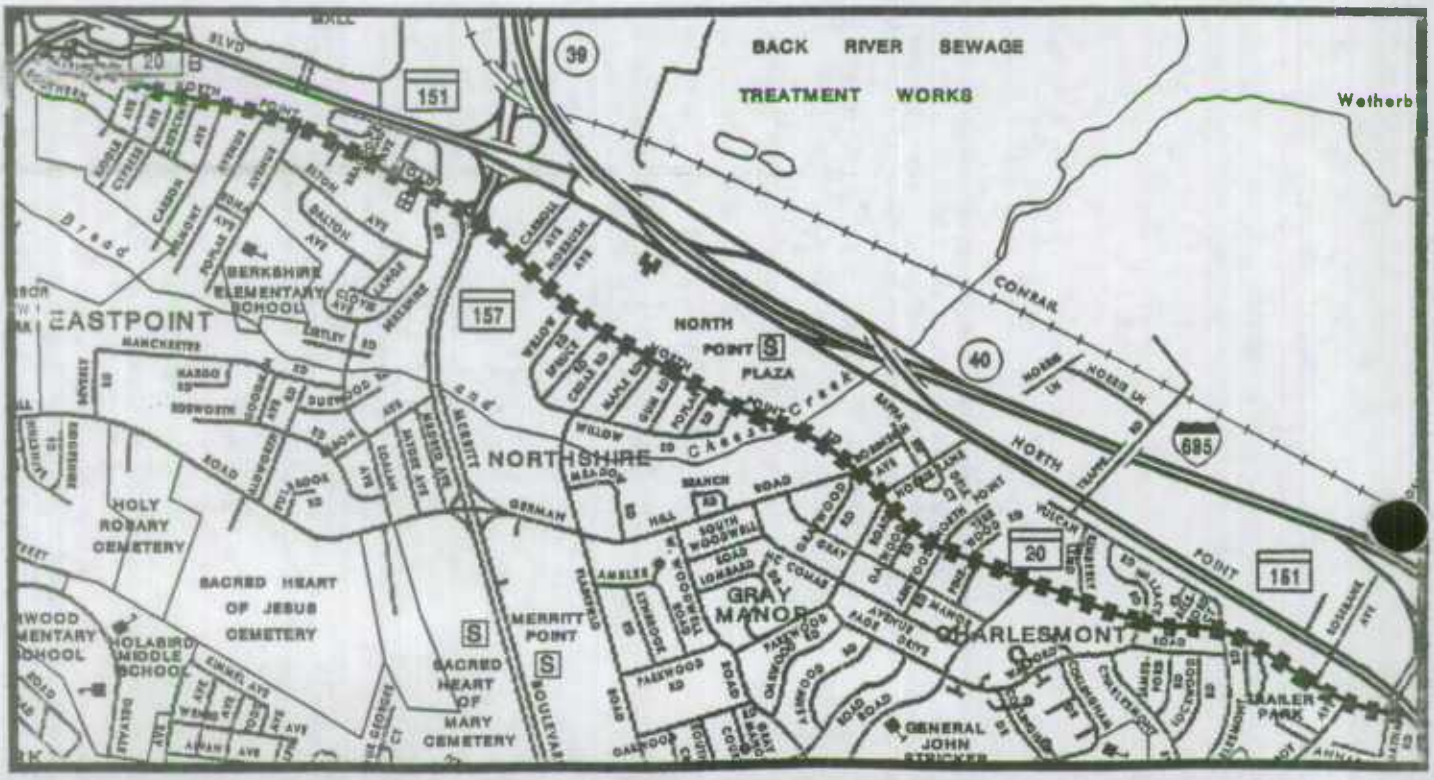
Co 7944 Gilley Terrace - From Rossville Boulevard (Co 4458) southerly to the end of State maintenance, a total distance of 0.20± miles.

Total mileage to the County - 11.37± miles
Item No.: 87746

Baltimore County to the State Highway Administration:

MD 138 Monkton Road (Co. Rte. 224) - From the beginning of structure B0014 over the Gunpowder Falls (former end of SHA maintenance) to the intersections of Monkton Road, County Rte. 229, Sheppard Road and MD Rte. 138, and appertenances, a total distance of 0.43± miles.

MD 20B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NORTHSHIRE
NORTH POINT PLAZA
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SACRED HEART OF JESUS CEMETERY
SACRED HEART OF MARY CEMETERY
MERRITT POINT
GRAY MANOR
CHARLESMONT
GENERAL JOHN STRICKER
TRAILER PARK
CONRAIL
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MD 157 Peninsula Expressway (Co. Rte. 5630) - From the beginning of Structure B0147 over Bear Creek (end of SHA maintenance) to Merritt Boulevard, a total distance of 1.50± miles.

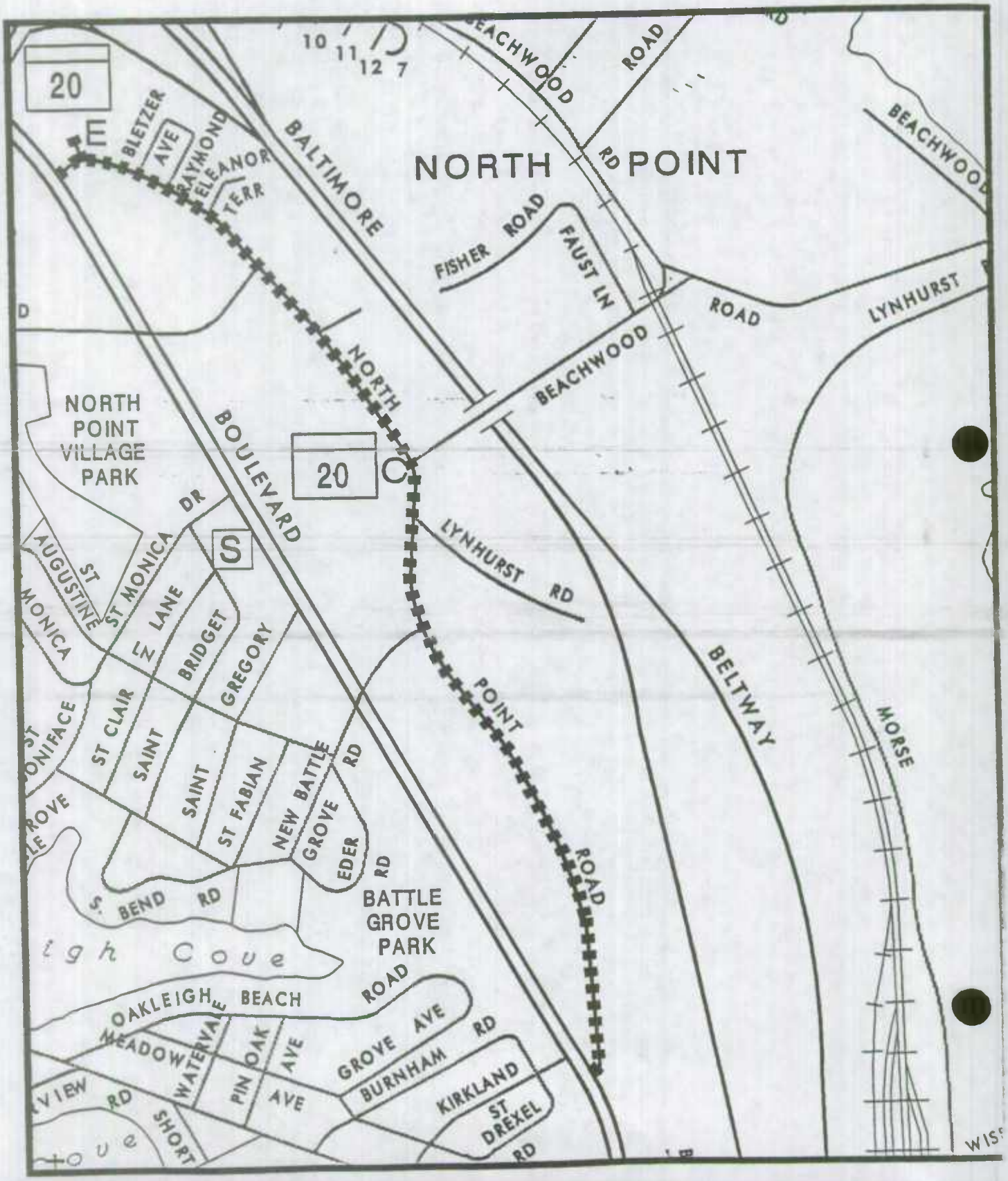
MD 157 Merritt Boulevard (Co. Rte. 5460) - From MD 20B to the Peninsula Expressway, a total distance of 2.06± miles.

Total mileage to the State - 3.99± miles

Said agreement has previously been executed by the officials of Baltimore County, Maryland and approved as to form and legal sufficiency by Assistant Attorney General, Michael P. Kenney.

SNC:seb

MD 20C/MD 20E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S.H.A.

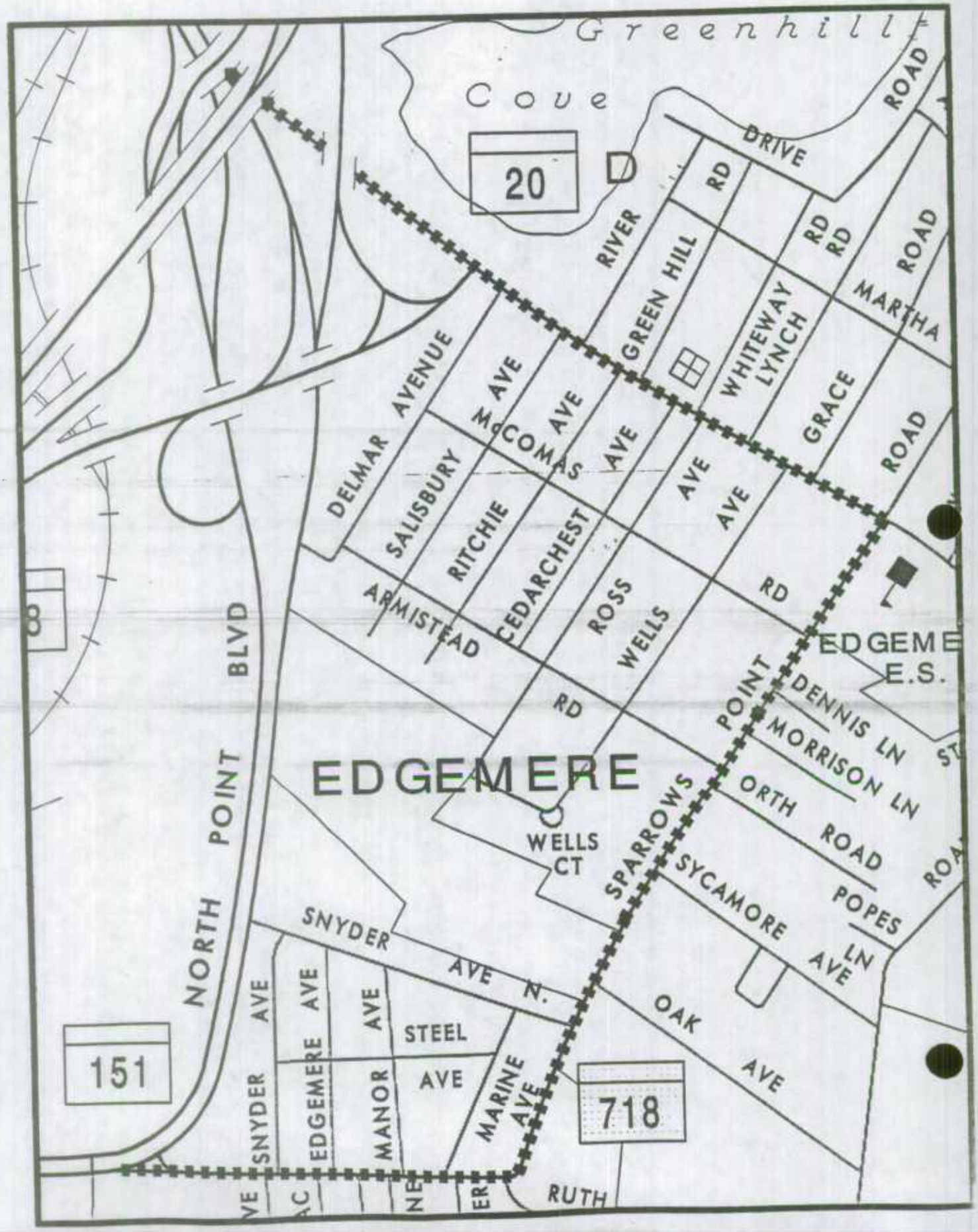
Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. R. Burns
Ms. Rose Davis
Mr. A.M. Capizzi
Mr. R. D. Douglass
Mr. L. H. Ege, Jr.
Mr. D. German
Mr. G. Hadel
Mr. T. Hicks
Ms. E. Homer
Mr. R Harrison
Mr. W. Kowalsky
Mr. E.S. Freedman
Mr. C. Larson
Mr. K. McClelland
Mr. J. Miller
Mr. K. Powers
Mr. D. Rose
Mr. K.G. Shelton
Mr. D. Simmons
Mr. D. Ward
Mr. D. Weddle
Mr. P.F. Williams
Mr. D. Ramsey
Ms. M. Dietz

BALTIMORE COUNTY, MARYLAND

Mr. C.A. Dutch Ruppersberger
County Executive

Mr. Charles Harrison
Director, Baltimore County
Department of Public Works

Mr. Thomas Hamer
Deputy Director, Baltimore County
Department of Public Works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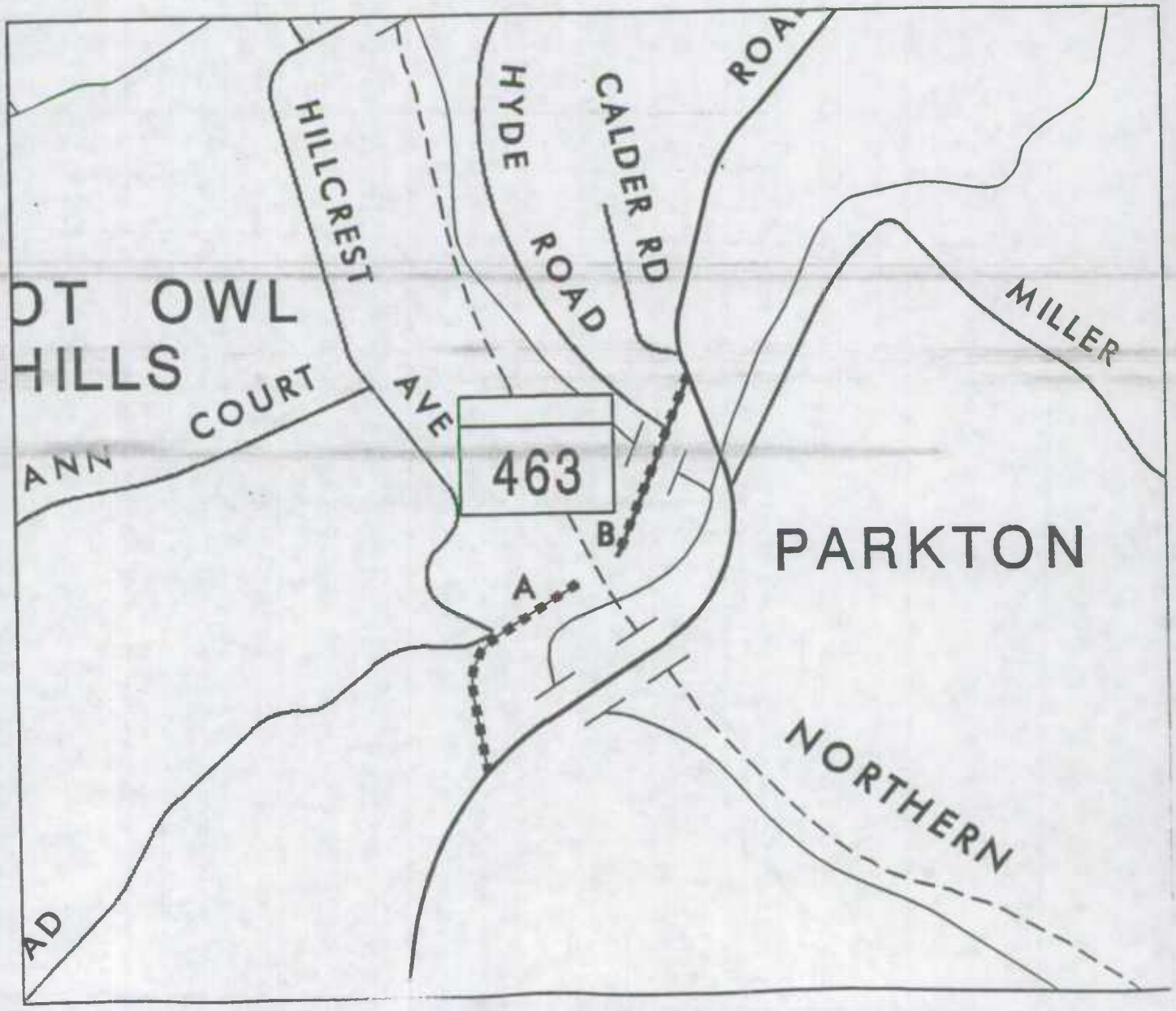

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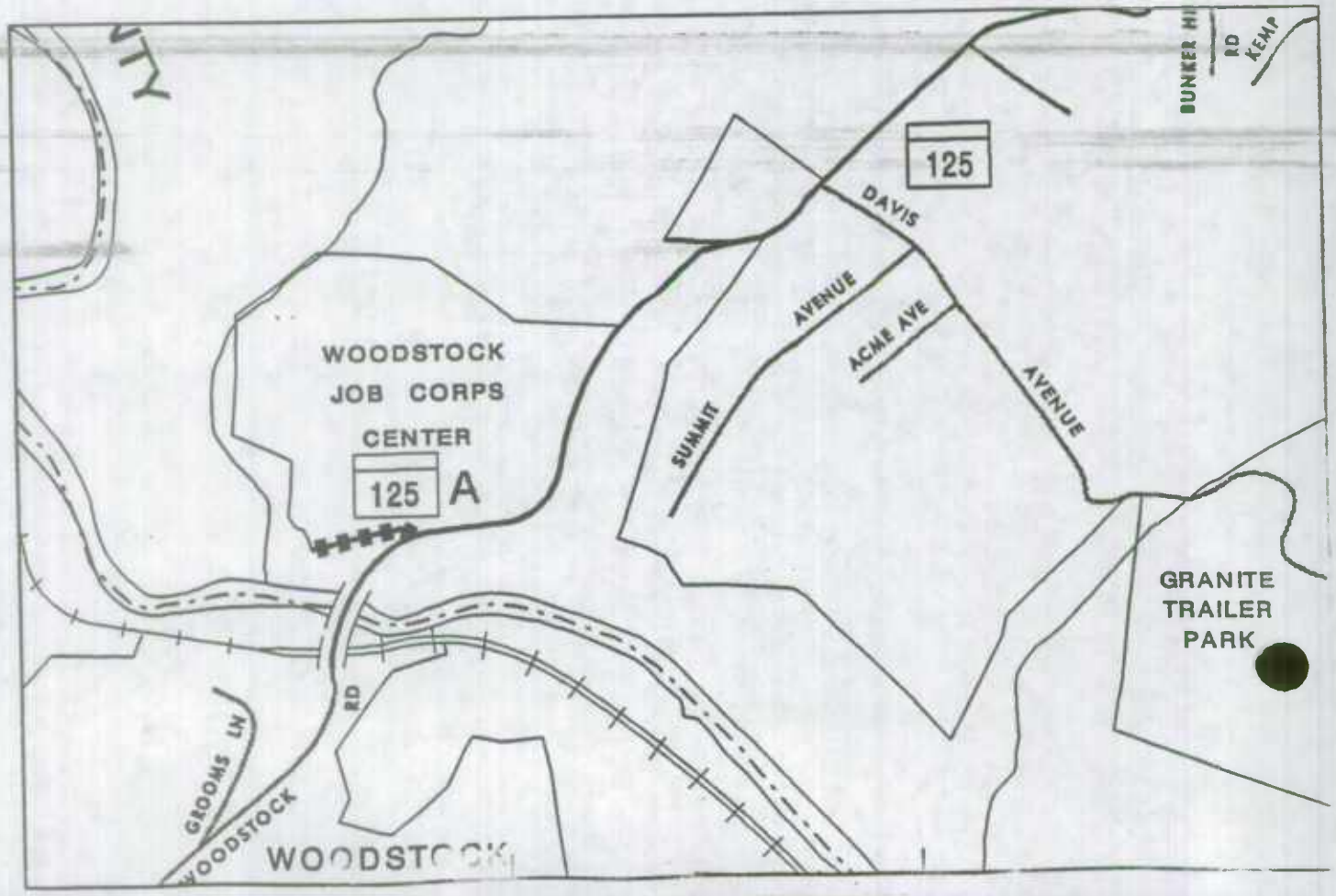
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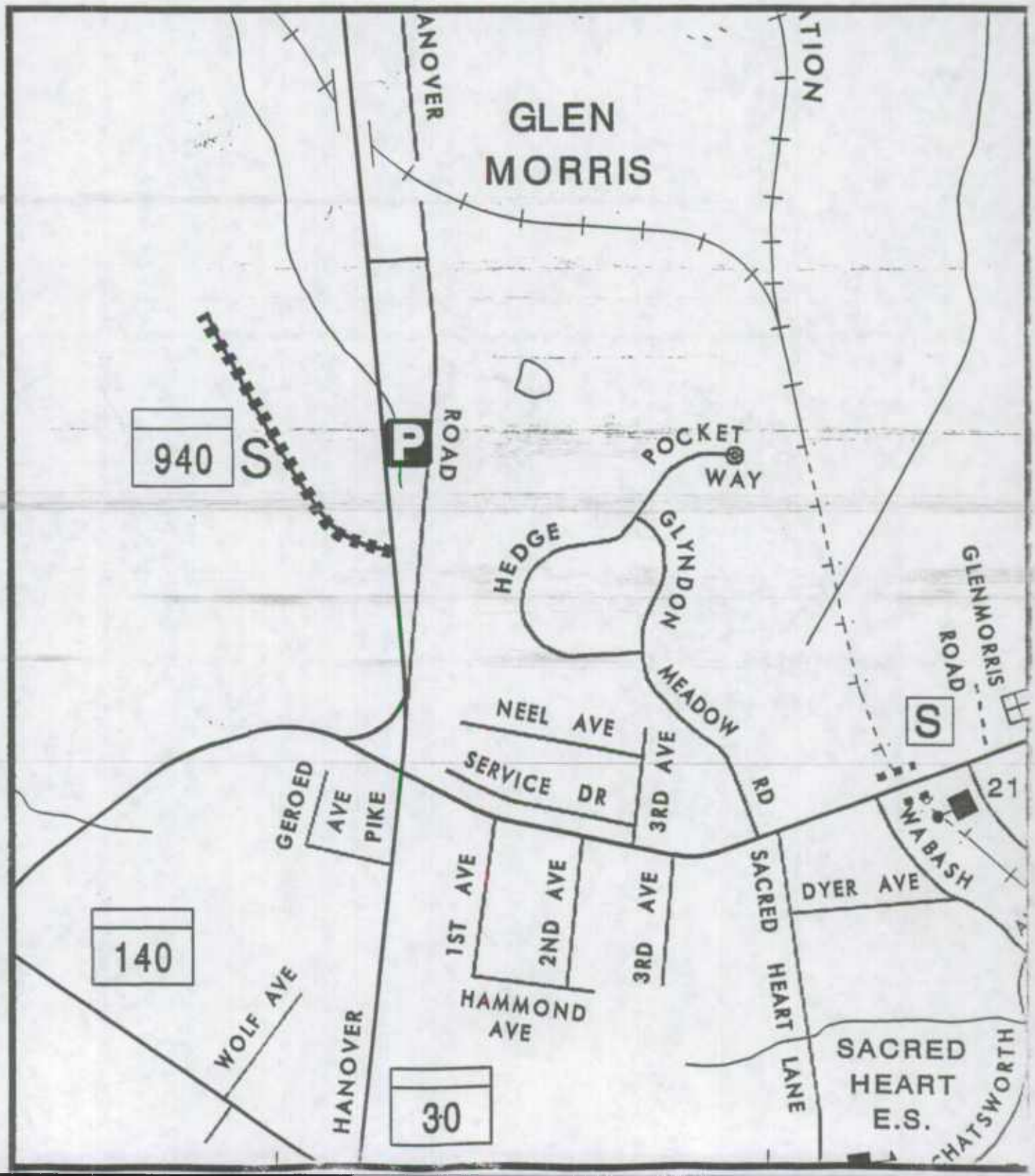
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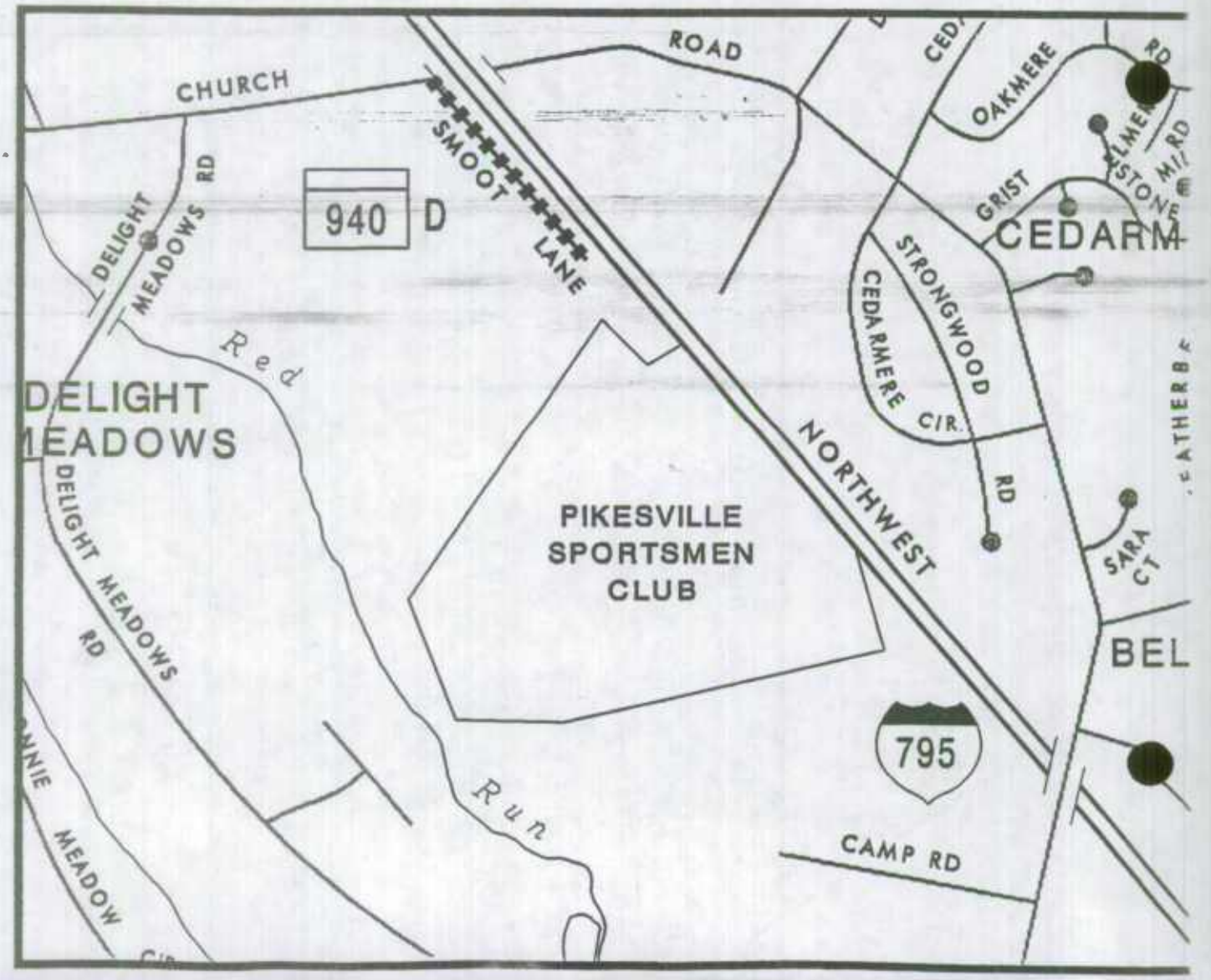
CHATSWORTH

MD 940D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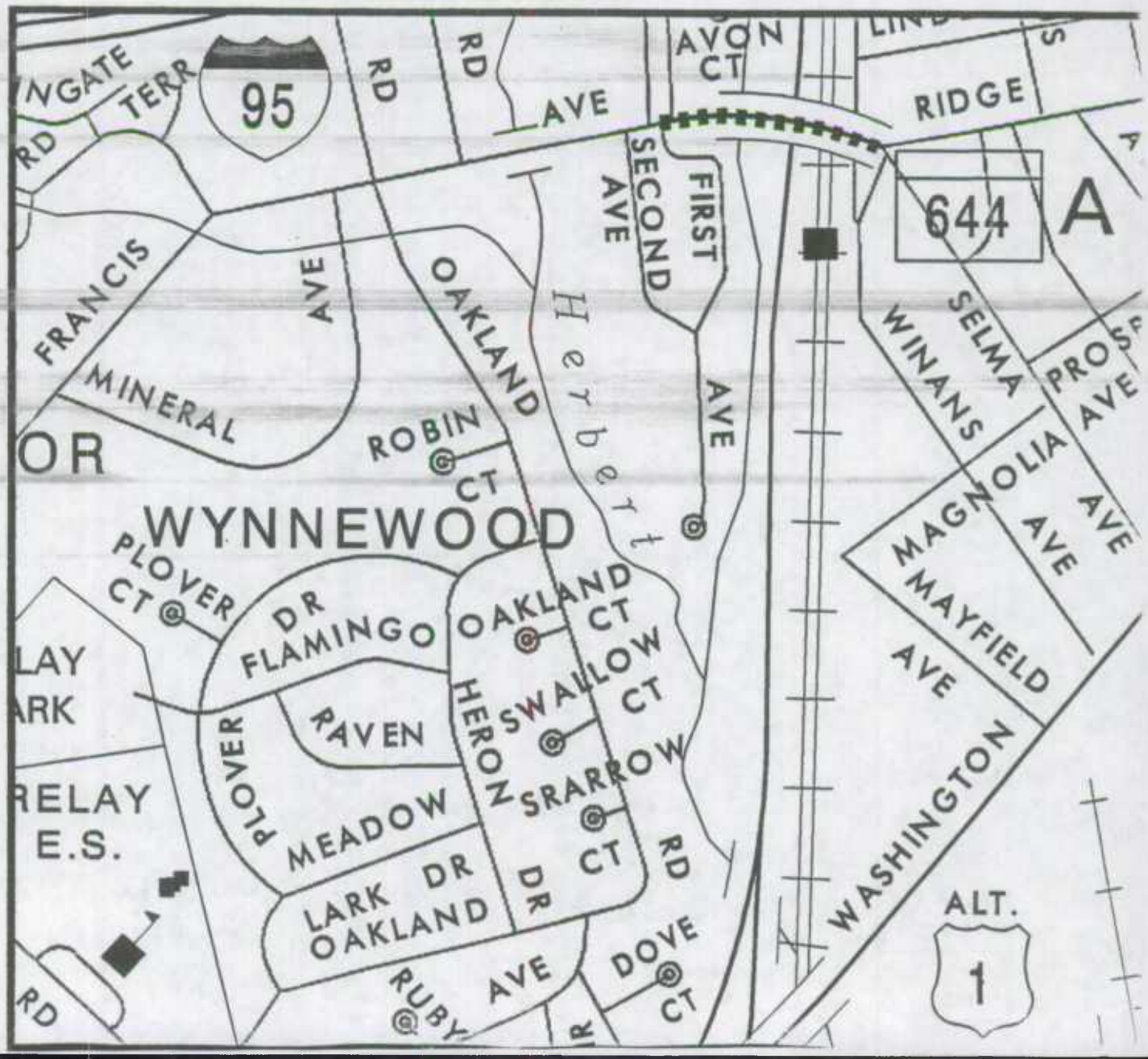
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DR FLAMINGO
OAKLAND CT
SWALLOW CT
SRARROW CT
HERON
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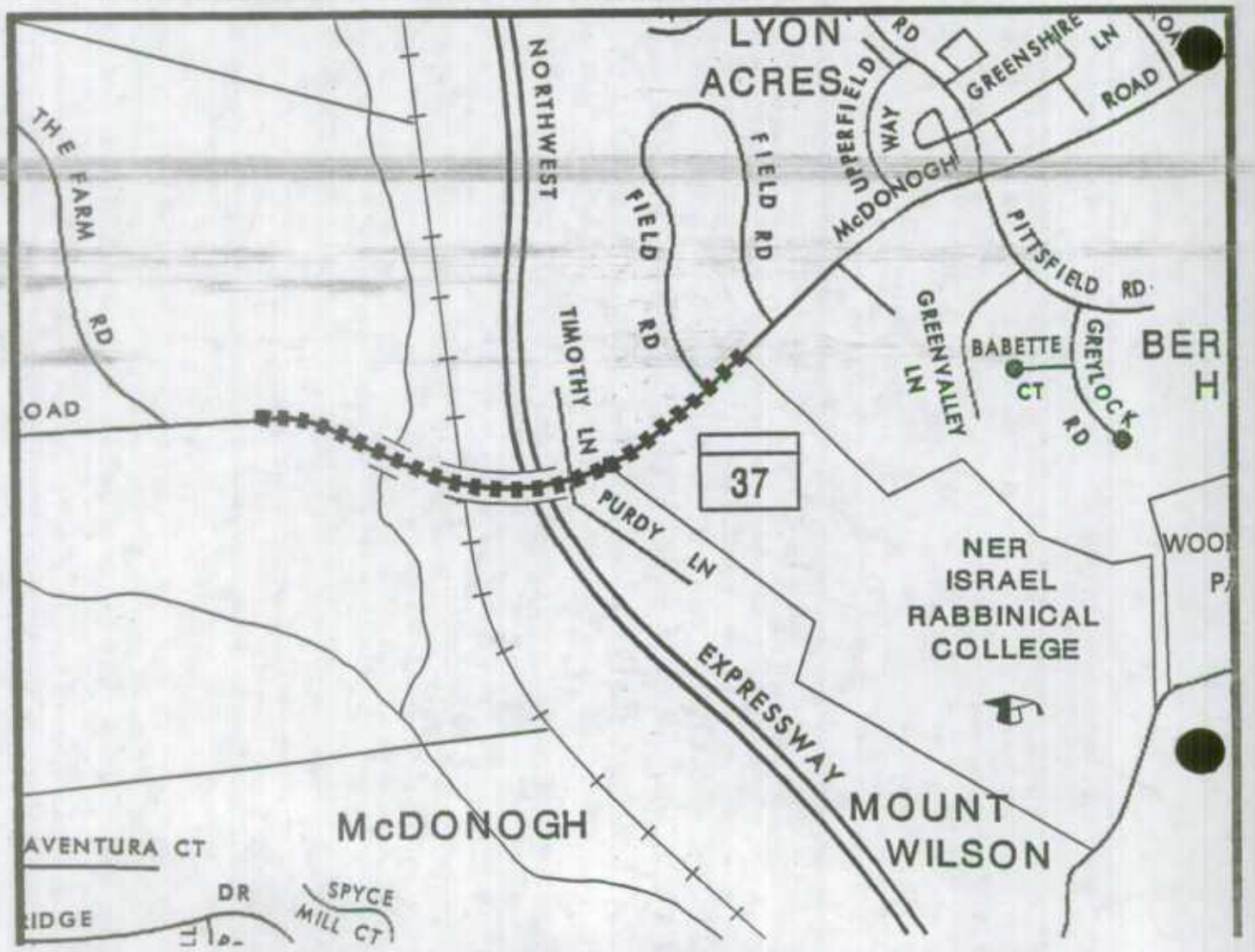
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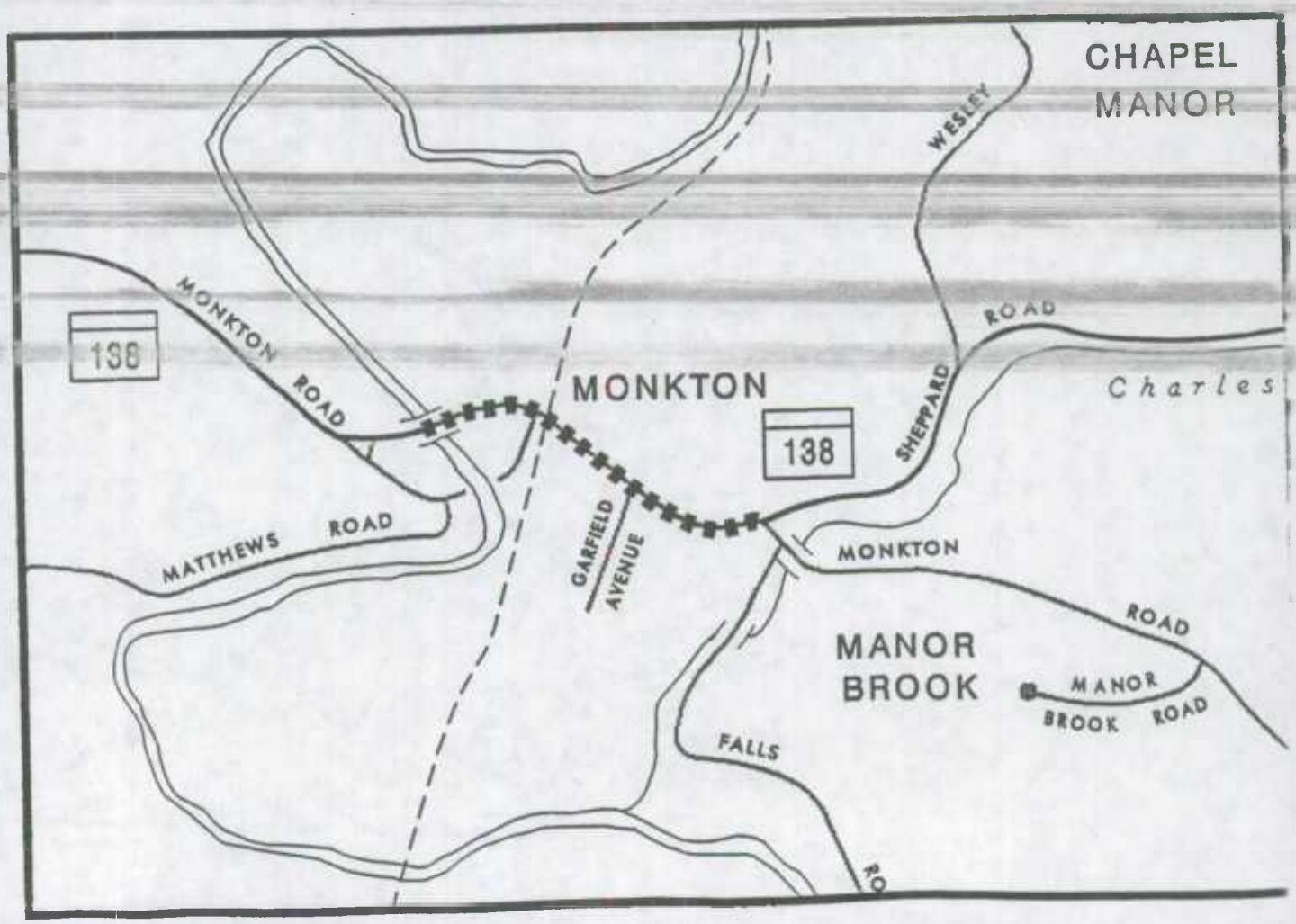

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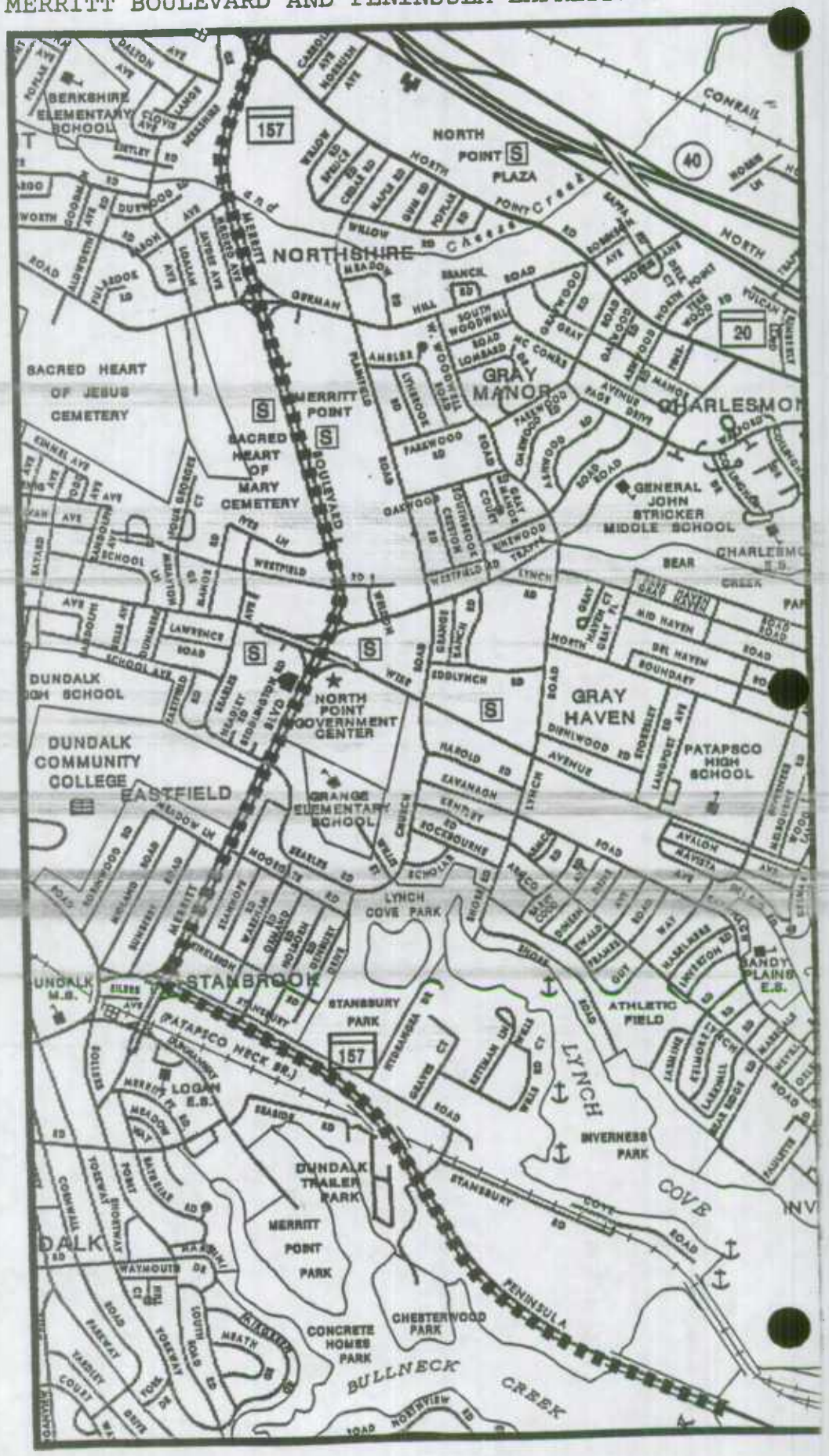

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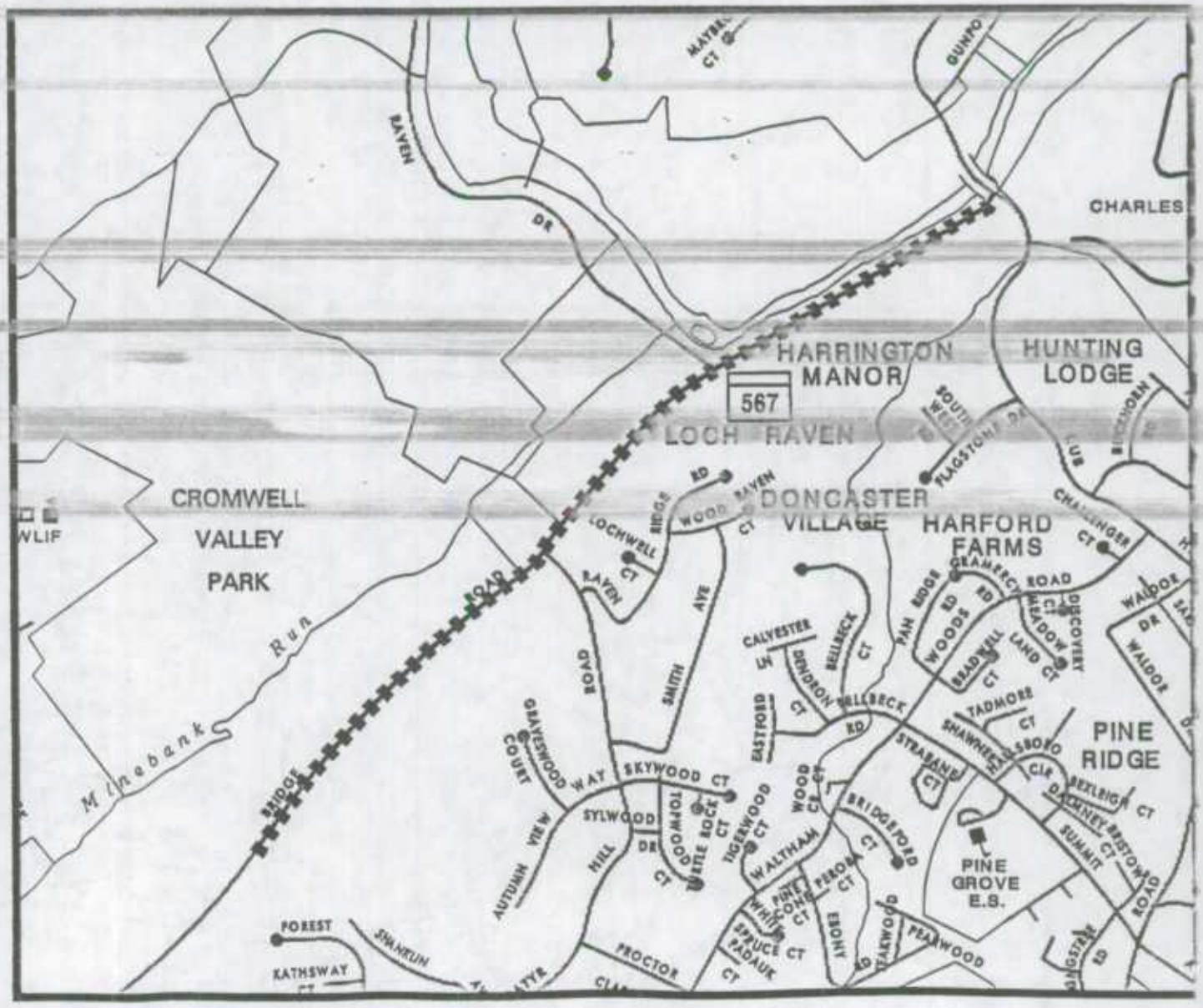
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CHARLES
Minebank Run
RAVEN DR
LOCHWELL RIDGE RD
RAVEN CT
SMITH AVE
SKYWOOD CT
SYLWOOD DR
WALTHAM CT
BRIDGEFORD CT
PERONA CT
EBONY RD
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STRABANE CT
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TADMORE CT
CALVESTER LN
BELLBECK CT
DENBORN
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CRAMERCY MEADOW CT
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BEXLEIGH CT
DARNEY
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SUMMIT CT
ROAD
GRAYSWOOD COURT
AUTUMN VIEW
HILL DR
TOLLWOOD CT
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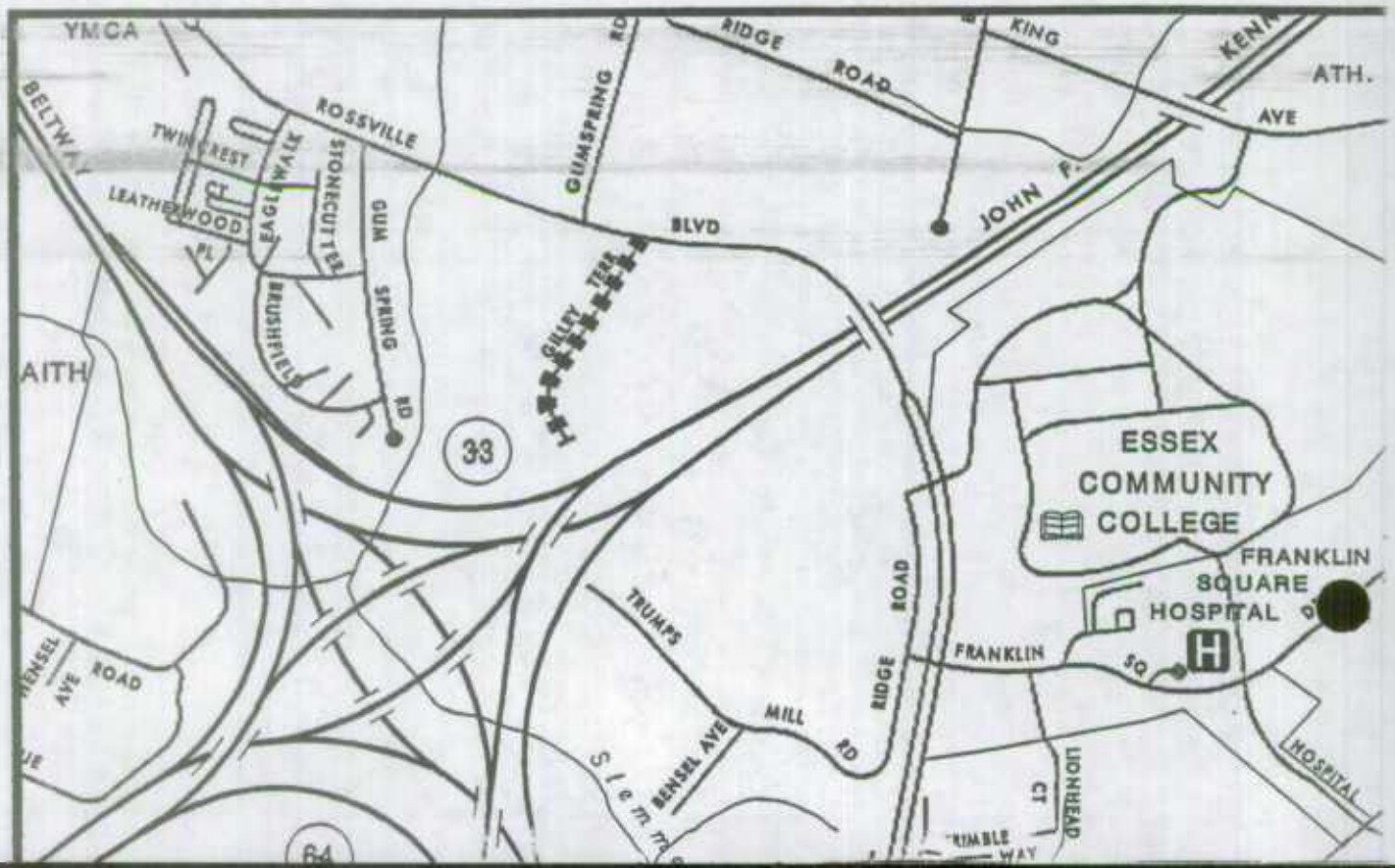

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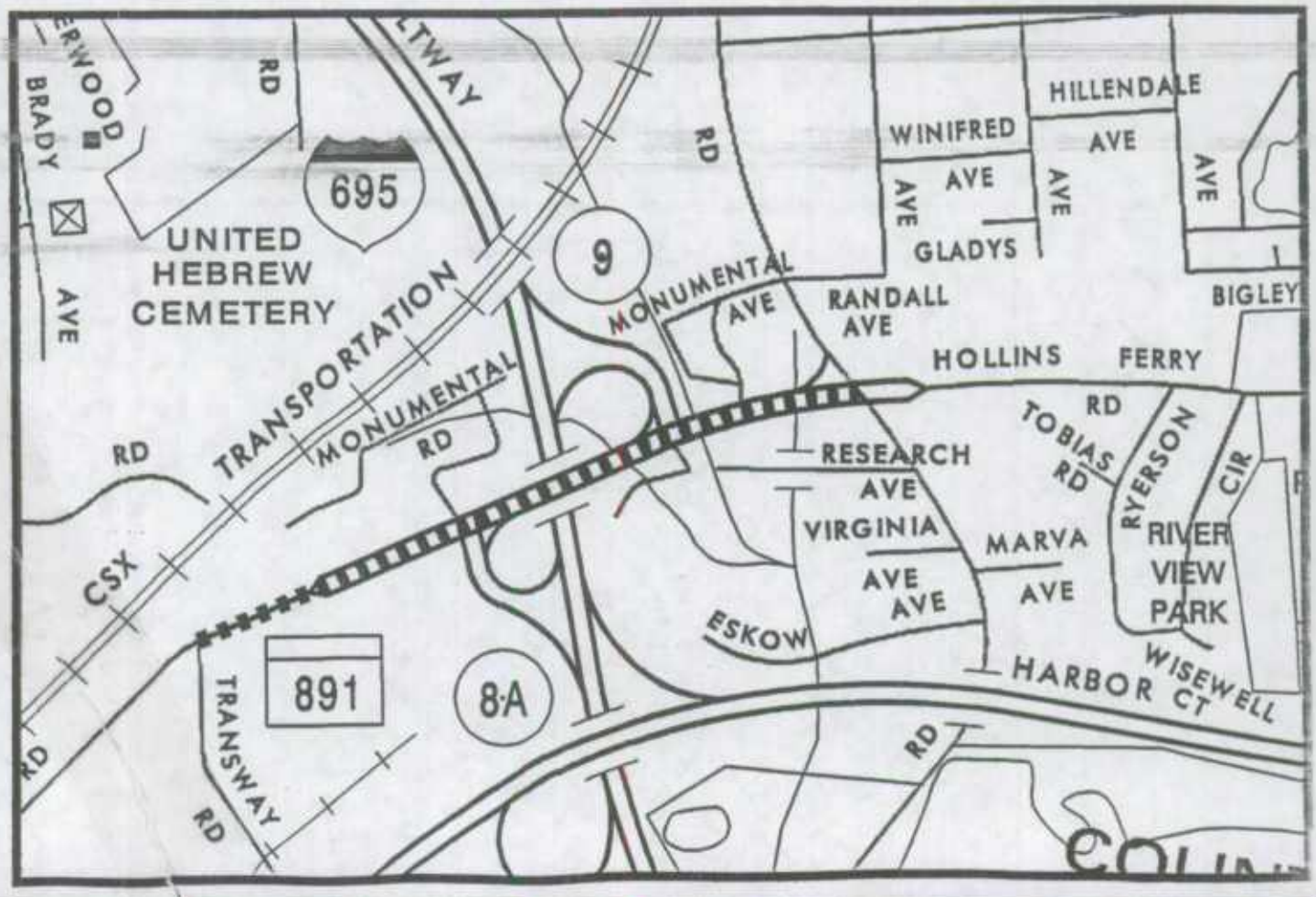
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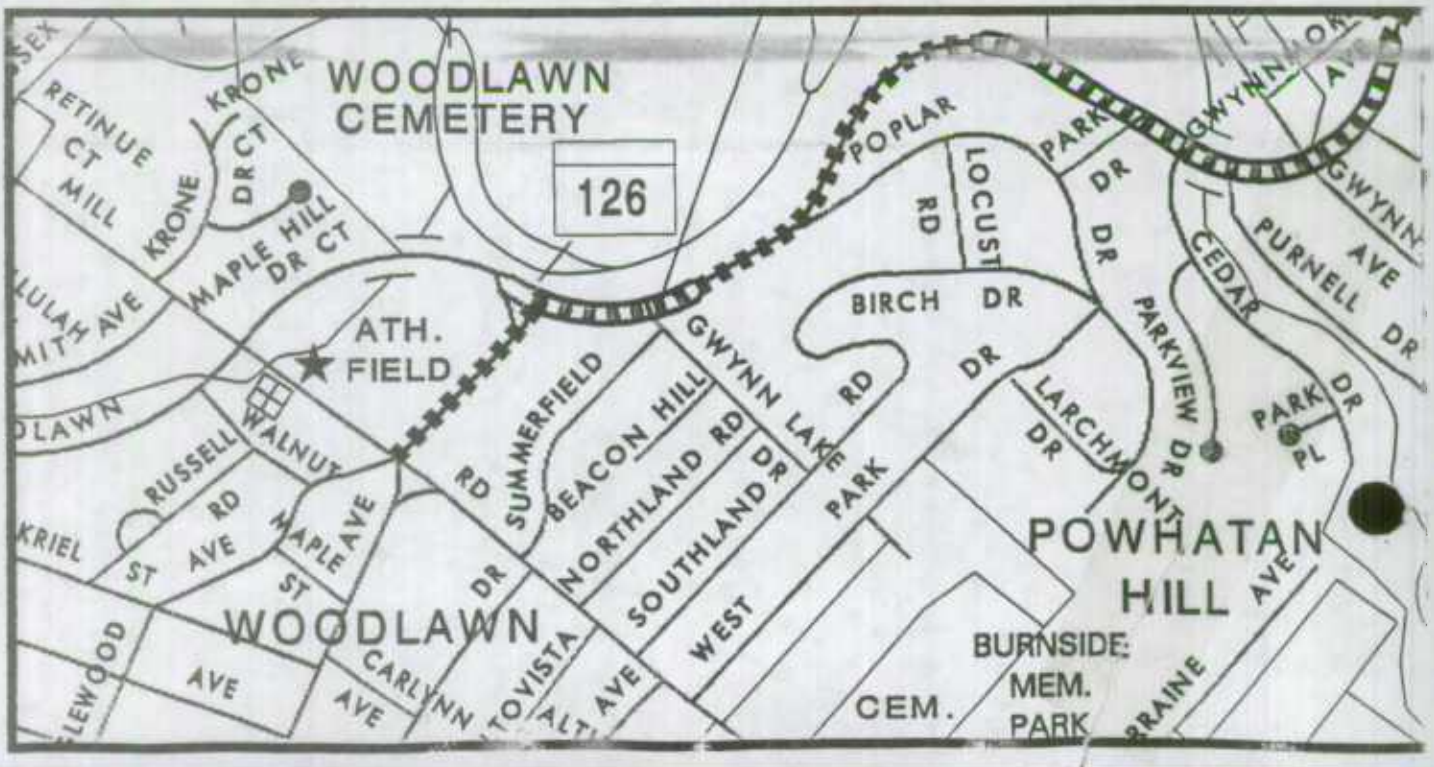
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GWYNN LAKE
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PARKVIEW DR
LARCHMONT
DR
CEDAR
GWYNN AVE
PURNELL DR
PARK DR
PL
POWHATAN
HILL
BURNSIDE
MEM.
PARK
CEM.

Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Parker F. Williams
Administrator

October 30, 1996

MEMORANDUM

TO: The File

FROM: Stephen N. Clarke, Jr.
Right of Way Coordinator

SNC, Jr.

SUBJECT: Road Transfer to Baltimore County, Maryland

MD Route 746B (Old Falls Road) - From MD 25 (Falls Road) south to road end north of the Conrail Railroad, a total distance of 0.06 ± mile

Item Nos.: 72360/85448

On October 28, 1996, the writer discussed the status of the above road transfer with Mr. David Malkowski, District Engineer for District #4. Because of the proximity of the road segment to the existing bridge support structures and retaining walls, a decision was made not to convey the MD Route 746B to Baltimore County.

In light of these facts, it will no longer be necessary to obtain a property/roadbed description from the Division of Plats and Surveys.

Therefore, we will close the subject road transfer case effective October 31, 1996.

MAINTENANCE REMAINS WITH BALTO. COUNTY
see MOA 2-15-89

SNC:seb
cc: David Malkowski
Russ Yurek
Chris Larson
Anthony Capizzi
Teresa Milton
Karl Hess

My telephone number is 545-2811

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

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

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3376

DATE: 2/7/02

TO: NAME: Mr. Dave Logan

FIRM: SHA

FAX: 410-209-5047

FROM: NAME: Bob Martin

SUBJECT: MD 145, Paper Mill Road Bridge

JMT / CONTRACT NO.:

PHONE: (410) 329-3100
FAX: (410) 472-2200

RECEIVED
FEB 8 2002

TOTAL NUMBER OF PAGES
(including this page) 9

Thank you for your assistance and cooperation.

ADDITIONAL COMMENTS: Attached is the fully executed copy of the Memorandum of Understanding among the SHA, Baltimore City and Baltimore County. Hope this information helps you.

ORIGINAL MAILED: YES ☐ NO ☐

CC:

Visit our website at:
www.jmt-engineering.com

72 Loveton Circle Baltimore, Maryland 21152-0949 Telephone (410) 329-3100 Fax (410) 472-2200

ENGINEERING TRANSPORTATION PLANNING ENVIRONMENTAL
CONSTRUCTION MANAGEMENT WATER/WASTEWATER SURVEYING LANDSCAPE ARCHITECTURE

CITY OF BALTIMORE

KURT L. SCHMOKE, Mayor

DEPARTMENT OF PUBLIC WORKS
GEORGE G. BALOG, Director
600 Abel Wolman Municipal Building
Baltimore, Maryland 21202

June 3, 1996

Mr. Charles R. Olsen, Director
Department of Public Works
Baltimore County
111 West Chesapeake Avenue
Towson, MD 21204

Dear Mr. Olsen: Rib

Please find herewith the executed Agreement between the City, State, and Baltimore County in connection with the Paper Mill Road Bridge.

Let us know if we can be of further assistance.

Very truly yours,

GEORGE G. BALOG
DIRECTOR

GGB:cw

cc: Mr. Dave L. Montgomery
Frederick Marc, P.E.

"BALTIMORE: THE CITY THAT READS!"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this MAY 8 1996 day of _____, 199~~5~~, by and among the MARYLAND DEPARTMENT OF TRANSPORTATION, acting through the STATE HIGHWAY ADMINISTRATION, (hereinafter the "SHA") the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland (hereinafter the "City") and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (hereinafter the "County").

WHEREAS, the Paper Mill Bridge ("Old Bridge") is located in the Loch Raven Reservoir ("Reservoir") area owned by the City; and

WHEREAS, the City constructed the Old Bridge as part of its expansion of the Reservoir in 1922 and has maintained the bridge for over 70 years; and

WHEREAS, the City has determined that the Old Bridge is functionally and structurally obsolete, and extremely expensive to maintain for regular use by vehicular traffic; ;and

WHEREAS, the Old Bridge is eligible for the National Register of Historic Places and has a structural design and aesthetic qualities unique in this area; and

WHEREAS, interruption of the east-west link across the Reservoir would cause a severe disruption to the local residents; and

WHEREAS, the citizen's of the State of Maryland more particularly the citizens of Baltimore County desire to maintain a safe efficient east-west link for local traffic to cross the Reservoir which is located in northern Baltimore County.

NOW, THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH: That in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PURPOSE:

The parties hereto recognize a commonality of interest and join together to facilitate the construction of a new bridge crossing the Reservoir adjacent to the Old Bridge (the "Project"), while preserving the Old Bridge for recreational use and its historic value. Each party hereto agrees to perform certain duties, and accepts certain responsibilities and obligations in furtherance of the Project. Furthermore, the parties agree to enter into additional written agreements containing terms and conditions satisfactory to the parties that will more fully describe these duties, responsibilities and obligations.

II. The City shall:

A. Provide funding to design and construct a new bridge adjacent to the Old Bridge across the Reservoir in accordance with Alternative 3A, as presented at the Public Informational Meetings on July 20 and August 1, 1995. The necessary funding shall be obtained as allocated in the Federal ISTEA Demonstration Funds with the remaining balance allocated through City/County funds consistent with the 1972 City/County Water Agreement. (If the City is unable to obtain the aforesaid funding, its obligations under this Memorandum cease.)

B. Transfer the new bridge and the appropriate easements and/or right-of-way for the new bridge and approaches to the SHA at the completion of the construction and upon acceptance by the SHA. The appropriate easement and/or right-of-way shall be in accordance with Maryland Law, and shall be recorded among the Land Records of the City and/or County as appropriate, without cost to the City. The SHA shall be given the opportunity during the design and construction for review and approval of the new bridge.

C. Transfer the Old Bridge to County and the appropriate easement and/or right-of-way with a preservation easement which shall be in accordance with Maryland Law, and shall be recorded among the Land Records of County or City as appropriate without cost to the City. A sample Deed of Easement is attached hereto as Appendix 1.

D. Participate with funding of the adaptive re-use equal to City's share of the demolition cost consistent with the 1972 City/County Water Agreement.

E. Provide expertise and guidance to the Project for the benefit of the region.

III. The County shall:

A. Accept ownership of the Old Bridge and provide sufficient funding to rehabilitate and maintain it for an adaptive re-use.

B. Rehabilitate the Old Bridge in a manner consistent with the principles and standards contained in:

Secretary of the Interior Standards for the Treatment of Historic Properties. Rev. 1992

C. Make application to the Maryland Department of Transportation through the SHA for Intermodal Surface Transportation Efficiency Act Enhancement Funds for the adaptive re-use of the Old Bridge.

D. Consult with the Maryland Historical Trust (MHT) prior to any adaptive re-use of the Old Bridge. Plans will be provided to MHT review and comment.

E. The County agrees to accept ownership of the Old Bridge pursuant to the terms of this Agreement and record all easements and or right-of-way plats among its Land Records at no cost to the City.

F. Provide expertise and guidance to the Project for the benefit of the region.

IV. The SHA shall:

A. Accept ownership of the new bridge upon completion by the City and once final inspection and acceptance has occurred.

B. Provide funds sufficient for the maintenance of the new bridge for vehicular traffic.

C. Provide expertise and guidance to the Project for the benefit of the region.

D. Have no obligations under this Memorandum if the City is unable to obtain funding for the new bridge.

E. Not be required to pay for the relocation of any existing utilities.

F. Have final approval of the design and construction of the new bridge both of which shall be in accordance with the SHA standards and requirements.

G. Accept from the City transfer of the new bridge and the appropriate easements and/or right-of-way for the new bridge and approaches by special warranty deed, free and clear of all liens and encumbrances.

H. In no event be required to fund any recordation tax.

IN WITNESS WHEREOF the parties hereto have executed this MEMORANDUM OF UNDERSTANDING the day and year first above written.

STATE HIGHWAY ADMINISTRATION
OF THE
MARYLAND DEPARTMENT OF
TRANSPORTATION

Attest:

By: _____
Hal Kassoff, Administrator
State Highway Administration

Attest:

MAYOR AND CITY COUNCIL OF
BALTIMORE

_____
Custodian of City Seal

By: _____
George G. Balog, Director
Department of Public Works

ALTERNATE

Attest:

BALTIMORE COUNTY MARYLAND

By: _____
Merreen E. Kelly
County Administrative Officer

Approvals for SHA:

_____
Douglas R. Rose
Chief Engineer

_____
Gayle M. Seward
Director of Finance

Approved As To Form And Legal Sufficiency:

Assistant Attorney General

Earle S. Freedman 4/8/96
Office of Bridge Development

Approvals for City:

Dave L. Montgomery, Head
Bureau of Transportation

Fred Marc, Chief
Highway Division

Approved As To Form And Legal Sufficiency:

Leslie S. Winner
Principal Counsel

APPROVED BY THE BOARD OF ESTIMATES:

MAY 8 1996

Date

Clerk

Approvals for County:

Charles Olsen, Director
Department of Public Works

Approved As To Form And Legal Sufficiency:

Assistant County Attorney

B.B.5873-96

OPPE/KIPD

MD 7/MD 43 AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of NOVEMBER, 1994, by and among the Maryland Department of Transportation acting through the State Highway Administration of the State of Maryland, hereinafter called the "ADMINISTRATION", Baltimore County, a body corporate and politic, hereinafter called the "COUNTY", Nottingham Village, Inc., a Maryland corporation hereinafter called the "DEVELOPER", and Genstar Stone Products Company, a Delaware corporation hereinafter called "GENSTAR".

WHEREAS, the DEVELOPER is the owner of a certain tract of land located along Maryland Route 7 and Maryland Route 43 in Baltimore County, pursuant to a deed dated June 5, 1969 recorded among the Land Records of Baltimore County in Liber No. 4998, Folio 375, from Mary Hamm to DEVELOPER, and as shown on tax map 82, parcel 710; and

WHEREAS, pursuant to preliminary plans of subdivision designated as White Marsh, the DEVELOPER desires to accomplish or cause to be accomplished, capacity improvements and access for MD Route 7 and MD Route 43, hereinafter called the "DEVELOPMENT"; and

WHEREAS, the DEVELOPER has retained the services of an independent consultant to design to ADMINISTRATION standards, a partial interchange at MD 7/MD 43 consisting of an on-ramp from MD 7 to MD 43, an off-ramp from MD 43 to MD 7, and an access road (the "Access Road") from the terminus of the off-ramp from MD 43 to MD 7 as generally shown on Exhibit "A" attached hereto and made a part hereof, hereinafter called the "PROJECT"; and

WHEREAS, GENSTAR is the owner of a certain tract of land located within the southeast quadrant of the MD 7/MD 43 intersection in Baltimore County, pursuant to a deed dated October 27, 1986, recorded among the Land Records of Baltimore County in Liber No. 7309, Folio 586, from Flintkote Company to GENSTAR, and as shown on tax map 82, parcel 6; and

WHEREAS, GENSTAR has agreed to donate such right-of-way as needed to construct that portion of the PROJECT that is within the southeast quadrant, substantially shown on Exhibit "A"; and

WHEREAS, in order to promote economic development within Baltimore County and the State of Maryland, the COUNTY has agreed to provide certain funds and technical oversight for the PROJECT in order to provide additional access and capacity for development-generated traffic; and

WHEREAS, the ADMINISTRATION desires to show its support of the COUNTY's economic development goals by providing the COUNTY partial funding in an amount not to exceed $300,000.00 towards right-of-way acquisition and an amount not to exceed $200,000.00 for partial funding of construction of the PROJECT; and

WHEREAS, the ADMINISTRATION and the COUNTY agree that the PROJECT would be a benefit to all parties of this AGREEMENT and a necessary accommodation for the general travelling public and that it promotes the health, safety, and general welfare of the citizens of the State and County.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that for and in consideration of, the mutual covenants and promises between the parties hereto, and in further consideration of the sum of One Dollar ($1.00) paid to each other, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. PROJECT DESCRIPTION

The PROJECT shall generally consist of construction of a partial interchange at MD 7/MD 43 with an on-ramp from MD 7 to westbound MD 43, an off-ramp from eastbound MD 43 to MD 7, and the Access Road from the terminus of the off-ramp from MD 43 to MD 7 as generally shown on Exhibit "A", attached hereto and made a part hereof.

II. PROJECT PLANNING PHASE

A. ADMINISTRATION Responsibilities

1. The ADMINISTRATION's Project Planning Division shall assist the COUNTY in the preparation of any environmental documentation required for the PROJECT.

2. The ADMINISTRATION shall, upon receipt from the COUNTY, review any environmental documentation prepared and provide written comments to the COUNTY to assist the COUNTY in obtaining the necessary approvals for same.

3. The ADMINISTRATION shall accomplish the necessary steps to process to the appropriate agencies any environmental document prepared by the DEVELOPER and submitted by the COUNTY.

B. DEVELOPER Responsibilities

1. The DEVELOPER, acting for the COUNTY, shall perform all activities for the planning phase of the PROJECT.

2. The DEVELOPER shall prepare and complete for the COUNTY any environmental documentation required and perform the necessary coordination with any State or Federal agencies, as appropriate.

C. COUNTY Responsibilities

1. The COUNTY shall implement any wetland mitigation measures that may be required.

2. The COUNTY shall submit all environmental documentation, as prepared by the DEVELOPER, to the ADMINISTRATION.

III. PROJECT DESIGN PHASE

A. ADMINISTRATION Responsibilities

1. The ADMINISTRATION shall provide the COUNTY with existing historical data or material relating to the PROJECT which it may

possess which may be pertinent to design of the PROJECT, provided, however, the ADMINISTRATION makes no guarantee expressed or implied as to the accuracy of said data or material.

2. The ADMINISTRATION shall, within twenty (20) working days following receipt, provide written review comments to the COUNTY on PROJECT design phase plans and other materials submitted by the COUNTY, however the ADMINISTRATION shall have final authority concerning the reviewed items.

3. The ADMINISTRATION shall also have final authority concerning revisions requested subsequent to approval of final PROJECT plans, which revisions shall be subject to Paragraphs III.C.3 and III.C.4.

B. COUNTY Responsibilities

1. The COUNTY shall forward the PROJECT plans to the ADMINISTRATION for review and comment within 10 days of the COUNTY's receipt from DEVELOPER at the completion stages described in Paragraph III.C.2.

2. The COUNTY shall provide ADMINISTRATION and COUNTY review comments to the DEVELOPER on design plans and other materials submitted for the PROJECT, within five (5) calendar days of receipt of comments from the ADMINISTRATION. Revisions requested subsequent to approval of final PROJECT plans, will be subject to Paragraphs III.C.3 and III.C.4.

C. DEVELOPER Responsibilities

1. The DEVELOPER shall perform or cause to be performed the design phase of the PROJECT, including, but not limited to, preparation of preliminary and final designs, specifications, cross-sections, profiles, drainage plans, storm water management, sediment and erosion plans, forest buffer analysis, forest conservation plans, mitigation plans, landscaping plans, pavement details, maintenance of traffic plans, contract plans, rights-of-way metes and bounds plats, utility relocation plans, traffic control device plans, estimates, shop drawings reviews and environmental approvals. Final contract plans shall be developed according to AASHTC; the ADMINISTRATION's Highway Development Manual; the ADMINISTRATION's Standard Specifications for Construction and Materials, dated October 1993; the ADMINISTRATION's General Provisions for Construction Contracts, dated 1993 and other appropriate ADMINISTRATION design standards, their revisions thereof, or additions thereto, and shall be subject to prior review and approval of the ADMINISTRATION.

2. The DEVELOPER shall submit the PROJECT plans to the COUNTY, and via the COUNTY to the ADMINISTRATION for review and comment as described in Paragraph III.A.2 at the 40%, 65%, a combined 95% and constructability review, and final stages of completion.

3. Subsequent to the approval of final PROJECT plans by the ADMINISTRATION, no changes shall be made without prior written approval of the ADMINISTRATION.

4. The DEVELOPER, upon request, will furnish the ADMINISTRATION, via the COUNTY, with copies of any materials supporting the PROJECT design, schedules, estimates, etc.

IV. PROJECT RIGHT-OF-WAY PHASE

A. ADMINISTRATION Responsibilities

1. The ADMINISTRATION shall, within twenty (20) calendar days of receipt, provide written review comments to the COUNTY for PROJECT right-of-way plats. The ADMINISTRATION shall have final approval of all right-of-way plats.

2. The ADMINISTRATION shall review appraisals submitted by the COUNTY, said review shall be limited to format only to ensure compliance with the Uniform Standards of Professional Appraisal Practice. The ADMINISTRATION shall complete said appraisal review within ten (10) business days of receipt of the appraisal report. In the event the ADMINISTRATION rejects the appraisal report, then, the COUNTY shall request the additions, corrections or changes to the appraisal as required by the ADMINISTRATION for its concurrence.

3. Subject to paragraph IV.A.2, the ADMINISTRATION authorizes the COUNTY to purchase property required for the PROJECT at and for the value as recommended by the COUNTY and agreed to by the ADMINISTRATION as set forth in Paragraph IV.A.2. In the event the COUNTY is unable to acquire the property at the appraised value, then the ADMINISTRATION authorizes the COUNTY to purchase the property for a price agreed upon by the property owner and the COUNTY with concurrence by the ADMINISTRATION. In the event the COUNTY is unable to acquire said property as set forth herein, then, the COUNTY shall recommend and institute condemnation proceedings as set forth in Paragraph IV.B.6. In no event shall the ADMINISTRATION be responsible for costs incurred by the COUNTY in acquiring PROJECT right-of-way in excess of the maximum amount of $300,000 as set forth in Paragraph VIII.A.

B. COUNTY Responsibilities

1. The COUNTY shall provide the ADMINISTRATION with PROJECT right-of-way plats prepared in accordance with ADMINISTRATION standards and approved format on ADMINISTRATION standard right-of-way plats and subject to ADMINISTRATION approval. The COUNTY shall direct the DEVELOPER to accomplish any revisions to the plats as a result of ADMINISTRATION review of same.

2. The COUNTY shall select two (2) appraisers from the ADMINISTRATION's approved list of appraisers for the purpose

of establishing just compensation. The COUNTY shall review the appraisal report(s) and submit its recommendation of value to the ADMINISTRATION for review.

3. The COUNTY shall obtain and review all necessary title examinations.

4. The COUNTY shall, acting for and on behalf of the ADMINISTRATION, acquire all rights-of-way required for the PROJECT for the agreed upon just compensation amount in accordance with the terms of this Agreement and the ADMINISTRATION's standard procedures and all applicable Federal and State laws. The COUNTY shall acquire the required right-of-way via special warranty deed, and shall have good and marketable title, free and clear of all liens and encumbrances.

5. The COUNTY shall establish, with the concurrence of the ADMINISTRATION, the amount of just compensation for each PROJECT right-of-way acquisition.

6. In the event the COUNTY is unable to acquire right-of-way for the just compensation amount, the COUNTY shall proceed as set forth in Paragraph IV.A.3.

7. The COUNTY shall provide relocation assistance without prior approval of the ADMINISTRATION.

8. The COUNTY shall provide the DEVELOPER such information as is needed to prepare rights-of-way plats in accordance with ADMINISTRATION standards and approved format on ADMINISTRATION standard right-of-way plats.

9. Prior to initiation of any construction activities, all rights-of-way required for the PROJECT shall be titled to the ADMINISTRATION or the COUNTY shall have legal right of entry.

C. DEVELOPER Responsibilities

1. The DEVELOPER shall convey to the ADMINISTRATION, prior to advertisement of the PROJECT contract, by special warranty deed in fee simple, good and marketable title, free and clear of liens and encumbrances, all land owned by the DEVELOPER that is necessary for PROJECT right-of-way and shall also grant all easements required to construct the PROJECT all as substantially in accordance with Exhibit "A".

2. The DEVELOPER shall prepare rights-of-way metes and bounds plats, and any revisions thereto, pursuant to Paragraphs III.C.(1) and IV.B.(8).

3. The DEVELOPER shall not seek and hereby waives any claims to compensation for the land it hereby has agreed to convey to the ADMINISTRATION pursuant to paragraph IV.C.1 above and

for any consequential damages to its remaining land as a result of the said conveyance.

D. GENSTAR Responsibilities

1. GENSTAR shall convey to the ADMINISTRATION, prior to advertisement of the contract, by special warranty deed in fee simple, good and marketable title, free and clear of all liens and encumbrances, all land owned by GENSTAR that is necessary for PROJECT right-of-way and shall also grant all easements required to construct the PROJECT all as substantially in accordance with Exhibit "A".

2. GENSTAR shall not seek and hereby waives any claims to compensation for the land it hereby has agreed to convey to the ADMINISTRATION pursuant to paragraph IV.D.1 above and for any consequential damages to its remaining land as a result of the said conveyance.

V. PROJECT CONSTRUCTION PHASE

A. ADMINISTRATION Responsibilities

1. The ADMINISTRATION shall, upon final approval of the PROJECT plans, prior to advertising, and subject to application and approval, issue the COUNTY an Access Permit, hereinafter called the "PERMIT", for the sole purpose of constructing the PROJECT in accordance with the approved PROJECT plans and the terms and conditions of this AGREEMENT.

2. In coordination with the COUNTY's full-time construction inspection and material testing services, the ADMINISTRATION will provide non-exhaustive periodic construction inspections of the PROJECT to monitor compliance with the approved plans and specifications.

3. The ADMINISTRATION shall review and approve in writing, all Traffic Control Plans, and subsequent revisions, before each phase of construction.

4. The ADMINISTRATION's Assistant District Engineer (Construction) shall have sole authority to determine the acceptability of work completed on the PROJECT, that it is in accordance with ADMINISTRATION specifications, and to direct that corrective action be taken if necessary. Any disputes concerning the requirements of the specifications or the corrective action required by the ADMINISTRATION's Assistant District Engineer (Construction), may be referred to the ADMINISTRATION's District Engineer, for resolution by the District Engineer and the COUNTY's representative. If not satisfied with the District Engineer's determination, the COUNTY may appeal to the ADMINISTRATION's Chief Engineer, whose decision shall be final.

5. Any situations which arise during the course of construction that require engineering decisions by the ADMINISTRATION, shall be promptly and expeditiously made to minimize delay in completion of the PROJECT.

6. Maintenance of traffic and public safety will be a critical aspect of this PROJECT. Lane closures, working hours, etc., will be rigidly controlled by the ADMINISTRATION's Assistant District Engineer (Construction) or his designated representative. Should situations arise during the construction of the PROJECT that create a safety hazard to the public, the ADMINISTRATION's Assistant District Engineer (Construction) shall have sole authority to direct that corrective action be undertaken. Depending on the severity of the hazard, this may include a temporary shutdown of the PROJECT until the hazardous situation is corrected.

B. COUNTY Responsibilities

1. The COUNTY shall perform all work necessary to advertise for contract bids, award and administer the construction contract, obtain all construction permits, and construct the PROJECT.

2. The COUNTY shall apply for and obtain the PERMIT from the ADMINISTRATION prior to initiating any construction activities for the PROJECT and shall, after issuance of the PERMIT, follow and adhere to all terms and conditions of the PERMIT.

3. The COUNTY shall provide PROJECT construction inspection services, which shall be accomplished by the assignment of inspection personnel and field inspection facilities, in the same number and of the same qualifications as would be appropriate on comparable COUNTY administered federal aid projects. Construction Inspection criteria will adhere to the following; the ADMINISTRATION's Standard Specifications for Construction and Materials, dated October 1993; the ADMINISTRATION's General Provisions for Construction Contracts, dated October 1993, and other appropriate ADMINISTRATION standards, revisions thereof, or additions thereto.

4. The COUNTY shall provide material testing and certification in accordance with comparable COUNTY administered federal aid projects. The COUNTY is required to coordinate a preconstruction meeting between its representatives, the ADMINISTRATION's Access Permit Inspector, District Traffic Engineer, and Regional Materials Engineer to coordinate material requirements.

5. At the time of PROJECT completion, the COUNTY shall forward to the ADMINISTRATION a complete set of PROJECT as-built plans.

C. DEVELOPER Responsibilities

1. The DEVELOPER shall review and approve all shop drawings

prepared by the PROJECT contractor that may be required during PROJECT construction.

2. The DEVELOPER shall perform or cause to be performed, all approved revisions to the PROJECT via red-line revisions pursuant to Paragraphs III.C.3 and III.C.4.

VI. PROJECT PLANNING PHASE FUNDING

A. ADMINISTRATION Responsibilities

The ADMINISTRATION shall perform its responsibilities for the Project Planning Phase as described in Paragraph II.A at ADMINISTRATION expense.

B. DEVELOPER Responsibilities

The DEVELOPER shall perform its responsibilities for the Project Planning Phase as described in Paragraph II.B at DEVELOPER expense.

C. COUNTY Responsibilities

The COUNTY shall perform its responsibilities for the Project Planning Phase as described in Paragraph II.C at COUNTY expense.

VII. PROJECT DESIGN PHASE FUNDING

A. ADMINISTRATION Responsibilities

1. The ADMINISTRATION shall perform review and comment on PROJECT plans without cost to the COUNTY or the DEVELOPER.

2. The ADMINISTRATION shall, within thirty (30) calendar days of receipt of invoice, reimburse the COUNTY for all costs of scope of work revisions requested by the ADMINISTRATION.

B. COUNTY Responsibilities

1. The COUNTY shall perform review and comment on PROJECT plans in a timely manner, and function as liaison between the ADMINISTRATION and the DEVELOPER, without cost to the ADMINISTRATION or the DEVELOPER.

2. Scope of work revisions requested by the COUNTY subsequent to the approval of final PROJECT plans, will be the sole cost responsibility of the COUNTY.

3. The COUNTY shall, within fifteen (15) calendar days of receipt from the DEVELOPER, provide an invoice with detailed documentation to the ADMINISTRATION for the design and incorporation of scope of work changes requested by the ADMINISTRATION pursuant to Paragraphs III.C.3 and III.C.4, and VII.A.2.

4. The COUNTY shall, within thirty (30) calendar days of receipt of invoice, reimburse the DEVELOPER for all costs of scope of work revisions pursuant to Paragraph VII.B.2 above.

C. DEVELOPER Responsibilities

1. The DEVELOPER shall bear all costs of design of the PROJECT pursuant to Paragraph III.C.

2. The DEVELOPER shall provide detailed invoices to the COUNTY for all costs of design changes and additions that are requested subsequent to final PROJECT plan approval.

3. Scope of work revisions requested by the DEVELOPER subsequent to the approval of final PROJECT plans, will be the sole cost responsibility of the DEVELOPER.

VIII. PROJECT RIGHT-OF-WAY PHASE FUNDING

A. ADMINISTRATION Responsibilities

1. The ADMINISTRATION shall reimburse the COUNTY up to a maximum of $300,000 towards costs incurred by the COUNTY in acquiring PROJECT rights-of-way, subject to paragraph IV.A.3, and payable in two (2) installments as follows:

a. The first installment payment shall be the lessor amount of (i) $150,000 or (ii) all actual costs incurred by the COUNTY in acquiring PROJECT rights-of-way during the invoice period, said invoice to be paid within thirty (30) days following ADMINISTRATION receipt from the COUNTY, said invoice to be provided upon commencement of PROJECT construction subject to ADMINISTRATION review and, requirements pursuant to this Agreement.

b. The second of two installment payments shall be the total costs incurred by the COUNTY in acquiring PROJECT rights-of-way minus the amount paid to the COUNTY in the first installment payment as previously described and subject to the ADMINISTRATION's total maximum reimbursement of $300,000. The second installment payment shall be payable within thirty (30) days following ADMINISTRATION receipt of an invoice, subject to ADMINISTRATION review and, requirements pursuant to this Agreement, which the COUNTY shall provide to the ADMINISTRATION upon the later of (i) PROJECT completion and acceptance for maintenance by the ADMINISTRATION or (ii) upon all PROJECT rights-of-way being in ADMINISTRATION ownership.

B. COUNTY Responsibilities

The COUNTY shall bear costs over and above the ADMINISTRATION's maximum funding amount of $300,000.00 incurred in acquiring the PROJECT rights-of-way pursuant to Paragraph IV.B.

C. DEVELOPER Responsibilities

The DEVELOPER shall bear all costs associated with the conveyance of DEVELOPER rights-of-way to the ADMINISTRATION for the PROJECT, pursuant to Paragraph IV.C.1, such as but not limited to, attorney's fees, court costs or other fees payable as a result of litigation instituted by the COUNTY to acquire the required DEVELOPER rights-of-way for this PROJECT, but not to include recording costs or transfer fees.

D. GENSTAR Responsibilities

GENSTAR shall bear all cost directly associated with the conveyance of the GENSTAR right-of-way to the ADMINISTRATION for the PROJECT, pursuant to Paragraph IV.D.1, such costs to include, but not be limited to, attorney's fees, court costs or other fees payable as a result of litigation instituted by the COUNTY to acquire the required GENSTAR right-of-way for this PROJECT which are incurred as a direct result of GENSTAR's breach of its obligations under this Agreement, but such costs shall not include recording costs or transfer fees, engineering and/or surveying fees.

IX. PROJECT CONSTRUCTION PHASE FUNDING

A. ADMINISTRATION Responsibilities

The ADMINISTRATION shall pay to the COUNTY, within thirty (30) calendar days following the ADMINISTRATION's receipt of invoice including documentation to evidence actual costs incurred, the costs incurred by the COUNTY in constructing the PROJECT in an amount not to exceed $200,000.00. Notwithstanding the foregoing, however, the ADMINISTRATION's payment to the COUNTY shall be payable in prorated payments as a percentage of the contractor's approved construction progress invoicing, with the ADMINISTRATION's final payment concurrent with the contractor's final payment.

B. COUNTY Responsibilities

1. The COUNTY shall, at its sole expense and not as a PROJECT cost, advertise for contract bids, award and administer the construction contract, perform full-time inspection and material testing/certification and obtain all required permits.

2. The COUNTY shall be responsible for funding up to but not exceeding $2,000,000.00 for the construction of the PROJECT. The COUNTY's $2,000,000.00 contribution shall be over and above the ADMINISTRATION's encumbered funding of $200,000.00 referenced in Paragraph IX.A. Included as part of the COUNTY's $2,000,000.00 contribution for construction of the PROJECT shall be all costs referenced in Paragraphs VII.B.4, IX.B.3, IX.B.4 and IX.B.5 and any costs associated with the acquisition of rights-of-way which exceed the $300,000.00 ADMINISTRATION participation.

3. The COUNTY shall be responsible for all costs associated with utility relocations and/or adjustments necessary to construct the PROJECT, such costs to be part of the COUNTY's "not to exceed" contribution of $2,000,000.00 as set forth in Paragraph IX.B.2.

4. The COUNTY shall be responsible for all costs associated with additional or extra work from unanticipated conditions encountered during construction of or relating to the PROJECT, such costs to be part of the COUNTY's "not to exceed" contribution of $2,000,000.00 as set forth in Paragraph IX.B.2.

5. The COUNTY shall be responsible for all costs associated with all delay claims filed by the PROJECT's construction contractor. Such costs shall be part of the COUNTY's "not-to-exceed" contribution of $2,000,000.00 as set forth in Paragraph IX.B.2.

6. In the event the COUNTY fails, prior to initiation of construction activities, to receive COUNTY Council approval to include in the COUNTY Capital Improvement Program, the $2,000,000.00 in maximum funds necessary to fulfill its obligation under the terms of this AGREEMENT, the COUNTY shall notify the ADMINISTRATION immediately and the ADMINISTRATION shall have the right to withdraw its PROJECT funding commitments and have no further funding responsibilities for the PROJECT.

7. The COUNTY guarantees the acquisition of right-of-way, construction and completion of this PROJECT, to the ADMINISTRATION's sole satisfaction pursuant to the terms of this AGREEMENT. In the event the PROJECT is not completed to the ADMINISTRATION's satisfaction, the ADMINISTRATION may make an invoice deduction from the COUNTY's share of Highway User Revenue to correct any/all deficiencies.

C. DEVELOPER Responsibilities

The DEVELOPER shall bear all costs associated with shop drawings reviews that may be required during PROJECT construction pursuant to Paragraph V.C.1.

D. Joint COUNTY and DEVELOPER Responsibilities

Notwithstanding the above, and subject to the COUNTY and DEVELOPER reviewing and approving the construction bids prior to contract award, if the construction bids evidence that construction costs would exceed the $2,000,000.00 contribution of the COUNTY, plus the $200,000.00 construction contribution of the ADMINISTRATION, as set forth in Paragraph IX.A and IX.B.2, then upon approval of the Baltimore County Council, any PROJECT construction costs over and above the COUNTY's $2,000,000.00 contribution set forth in Paragraph IX.B.2 shall be shared equally by the COUNTY and the DEVELOPER. In the event the Baltimore County Council does not approve funds over and above the COUNTY's $2,000,000.00 contribution referenced in Paragraph IX.B.2., which would be required to fulfill the COUNTY's

obligation herein, then the COUNTY may declare this Agreement null and void and of no further effect.

X. GENERAL

A. The COUNTY hereby indemnifies and agrees to save harmless, the ADMINISTRATION, the DEVELOPER and GENSTAR to the extent permitted by law, against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon the ADMINISTRATION, DEVELOPER or GENSTAR by reason of any act on the part of the COUNTY, its agents, contractors, subcontractors, servants, employees, licenses, or other invitees, occurring and arising out of the PROJECT construction contract, utility relocations, and construction activities.

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

C. This AGREEMENT and the rights and liabilities of the parties hereto, shall be determined in accordance with Maryland law.

D. The ADMINISTRATION and COUNTY mutually agree to execute a separate Agreement prior to the PROJECT opening to traffic, describing ownership and maintenance responsibilities of each party for the PROJECT including the Access Road. MD 75

E. The ADMINISTRATION shall, upon completion of PROJECT construction, withhold its approval for opening to traffic of the PROJECT until all PROJECT rights-of-way are owned by and titled to the ADMINISTRATION , or are in condemnation by the COUNTY and legal right of entry has been obtained.

F. The recitals (WHEREAS clauses) are incorporated herein as a part of this AGREEMENT.

G. The COUNTY shall include in its Request for Proposal's, a requirement that the selected PROJECT construction contractor shall agree to assign to the ADMINISTRATION, contractual rights (similar to, but not inferior to, General Provision 4.10 (GP4.10) of the ADMINISTRATION's General Provisions for Construction Contracts" dated 1993).

H. In the event the COUNTY shall declare this Agreement null and void pursuant to Paragraph IX.D, the ADMINISTRATION shall at no cost, re-convey to the DEVELOPER, GENSTAR, and the COUNTY respectively any property each conveyed to the ADMINISTRATION pursuant to this Agreement.

I. Neither the COUNTY nor the ADMINISTRATION shall be responsible for any costs whatsoever incurred by the DEVELOPER prior to the COUNTY declaring this Agreement null and void pursuant to Paragraph IX.D. Said costs to include but not be limited to engineering, surveying and legal expenses. All costs incurred by the DEVELOPER shall be at the DEVELOPER's sole risk and responsibility.

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

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS

BY: _____
O. James Lighthizer Date
Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Hal Kassoff
Administrator
State Highway Administration

NOTTINGHAM VILLAGE, INC.,
a Maryland corporation

ATTEST:
ASSISTANT SECRETARY

BY: _____
P. Douglas Dollenberg
President
and Chief Executive Officer

GENSTAR STONE PRODUCTS, CO.,
a Delaware corporation

ATTEST:

BY: _____
Bernard L. Grove
President

BALTIMORE COUNTY

WITNESS

Executive Secretary

BALTIMORE COUNTY, MARYLAND

BY: Roger B. Hayden

Roger B. Hayden
County Executive

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

County Attorney

RECOMMENDED FOR APPROVAL:

Director
Department of Public Works

Director
Office of the Budget

Director
Office of Planning and Zoning

Director
Economic Development
Commission

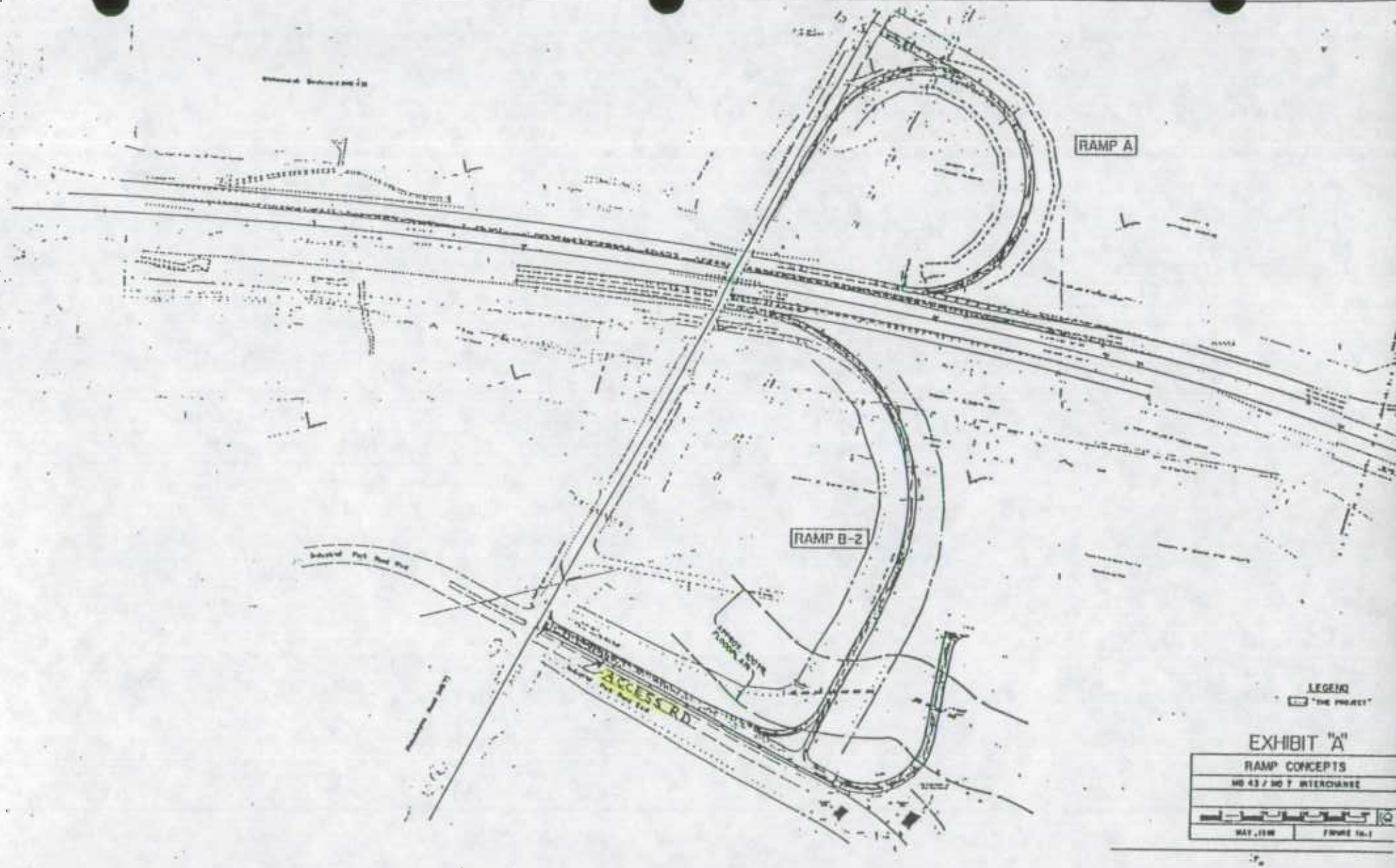


EXHIBIT "A"

RAMP CONCEPTS

MD 43 / MD 7 INTERCHANGE

MAY, 1998 | FIGURE No. 1

Dane Lynch hand-carried this to Honorable Freeman's office on 2/13/85

Maryland Department of Transportation

State Highway Administration

William K. Hellmann
Secretary

Hal Kassoff
Administrator

File: Montgomery County
Agreements
General
MD 943

Honorable Donald P. Hutchinson
Baltimore County Executive
100 Court House
Towson, Maryland 21204

Dear Mr. Hutchinson:

Attached for your file is a fully executed copy of the agreement between the State Highway Administration and Baltimore County regarding Warren Road Extended I/83 Interchange.

We look forward to seeing you on the 19th.

Sincerely,

Original Signed By:
HAL KASSOFF

Hal Kassoff
Administrator

HK:dd
Attachment

CC: Mr. Neil J. Pedersen
Mr. Nolan H. Rogers

bcc: Mr. Gordon Dailey w/attachment
Ms. Gayle Seward " "
Mr. Robert Finck " "
Mr. Louis H. Ege, Jr. " "
Mr. Charles Olsen " "
Mr. William Slacum " "

Original signed agreement is filed in SRC Secretary's office.

My telephone number is 659-1111
Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

This agreement, executed in duplicate made and entered into this 11th day of February, 1985, by and between the STATE HIGHWAY ADMINISTRATION of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, party of the first part, hereinafter sometimes called "State", and Baltimore County, a political subdivision of the State of Maryland, hereinafter sometimes called "County", party of the second part.

WITNESSETH:

WHEREAS, the State and County agree that a new interchange at I-83 located approximately midway between the present interchanges of Padonia and Shawan Roads; including Warren Road extended from MD 45 (York Road) to I-83, shall be constructed, hereinafter called the "Project."

WHEREAS, The State will require certain engineering and right-of-way services from the County to enable the State to construct the Project, and

WHEREAS, the Federal-Aid Highway Program Manual, Volume 6, Chapter 4, Section 1, Subsetion 6, sets forth procedures whereby services and facilities of local government may be utilized on Federally-aided projects and requires that an agreement be executed between the Administration and the County, setting forth conditions under which any project would be implemented; and

WHEREAS, the State proposes to utilize Federal Funds for the construction of this project and agrees to participate in financing the project to the extent of all costs in excess of Federal participation; and eligible for Federal Aid for planning, design and right-of-way activities.

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

WHEREAS, it is agreed that this formal agreement between the State and County, shall set forth conditions contained herein under which the Project will be implemented; and

WHEREAS, the County desires and is willing to cooperate with the State in carrying out the project in accordance with the regulations, policies and procedures of the Federal Highway Administration, State Highway Administration, and Water Resources Administration.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the payment of One Dollar ($1.00) by each party to the other, receipt of which is hereby acknowledged, and further consideration of the respective benefits to and of the County hereby agree as follows:

PROJECT - General Scope

A. State, at its expense, will undertake any contract(s) to construct the Project.

B. The County agrees on behalf of the State, to make preliminary studies, perform project planning studies, conduct required public involvement, prepare preliminary and final designs, prepare specifications, contract plans, right-of-way metes and bounds plats, and estimates with their own forces or by utilizing the services of consulting engineer. Consultant agreements, if any, and final contract plans shall be to State criteria and subject to review and approval of the State and/or Federal Highway Administration.

All County utility adjustments or installation plans shall be prepared in accordance with County standards and formats. Said utility plans, specifications and metes and bounds plats, including any subsequent changes thereto shall be furnished to, for written approval of, the State, to the extent that its interests are affected. County shall be the final authority on method of relocation or protection of County utilities, those methods to be in accordance with State Highway Administration utility procedures.

C. County shall acquire all necessary property rights and perform relocation assistance.

If the County cannot amicably acquire the property interests/rights for the portion(s) of this project which are under jurisdiction of the State Highway Administration, the State Highway Administration shall, by the condemnation authority of the State Roads Commission institute condemnation proceedings and conduct legal proceedings.

All property rights/interests acquired for this project which are under the jurisdiction of the State Highway Administration shall be vested in the name of the State Highway Administration.

D. 1. The State shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in the same number and of the same qualifications as would be appropriate on comparable State Contracts.

2. All construction work shall be performed in accordance with the standard specifications of the State or as specifically authorized by project approval.
3. Construction of the project shall be subject at all times to inspection by representatives of the Federal Highway Administration so as to insure full compliance with laws, rules and regulations relating to projects upon which Federal Funds are being expended.
4. Subject to approval by the County and prior authorization by the Federal Highway Administration, the State shall advertise for bids and award the contract for the performance of the work, and provide construction inspection engineering with its own forces, or with those of a Consultant Engineering Firm, all as required in the construction of the work in accomplishment of approved plans. County is responsible for addendums and red line revisions.
5. All contracts for work on the project will be between the State and the successful bidder; however, the County assumes no legal liability in connection therewith. The State agrees to save the County harmless from all law or equity suits for or on account of construction contracts, or from any liability whatever, either directly or indirectly arising from or out of said construction contracts. The County agrees to save the State harmless from all law or equity suits for or on account of all design activities.

E. 1. The State agrees to reimburse the County for all reasonable and documented costs incurred by the County for preliminary engineering, including any necessary studies, and right-of-way acquisition phase, said costs shall include:

a). Payments to Consultant Firms;

b). Direct salaries, including appropriate payroll additives, of County personnel whose time charges are specifically identified with the project;

c). Other non-salary direct charges for travel equipment usage, supplies and materials;

d). Administrative and General Overhead charges at the actual prevailing rate for the period in which costs are incurred as applied to the summation of (b) and (c) above.

2. The State recognizes its estimated cost responsibility has been determined to be approximately $753,000 for preliminary engineering and approximately $1,276,000 for right-of-way acquisition cost.

It further recognizes that this amount has been used for estimating purposes only, subject to submission of a cost proposal by the County, which is deemed acceptable by the State for purposes of establishing an upset limit. Furthermore, the State reserves the right to review and approve Consultant contracts for the Project prior to contract execution.

3. The County will invoice the State on a monthly basis for the cost of the work performed during the month. Monthly progress reports including narrative shall be attached. The State agrees to reimburse the County within forty-five (45) days from the date of acceptance.

4. When the project has been completed and all costs determined, a final accounting will be made to the State, and any adjustments to the State's cost responsibility, will be resolved accordingly.

5. All records pertaining to the Project shall be available to appropriate State and Federal representatives at any time during design or construction of the Project.

F. 1. Before any work on said Project is commenced, the State shall require its Contractor(s), in addition to their construction bonds, to furnish all insurance required under general specifications and by the special provisions of the proposals for the contracts entered into by the State for the construction of said project.

2. All materials incorporated in the project(s) shall be tested and shall be incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the State will be used for this purpose.

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

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

5. For the County to be eligible to receive Federal Funds for any qualified utility or railroad relocation, all work shall comply with the provisions of Volume 6, Chapter 6, of the Federal-Aid Highway Program Manual, where applicable (Reimbursement of Railroad or Utility Work shall comply with the provisions of Volume 1, Chapter 4, Section 3 and 4 of the Federal Aid Highway Program Manual). The County shall also comply with Volume 6, Chapter 5, Section 2 of the Manual, if Certification Acceptance Policy is applicable.

6. In performing any work under, or in connection with this agreement, the Consultant Firm and the Contractor shall comply with all regulations of the United States Department of Transportation and with all applicable laws and regulations of the State of Maryland or any agency of the State of Maryland, relating to nondiscrimination in employment or hiring practices.

7. The State agrees, upon completion of this project, to accept responsibility for maintenance of the interchange, roadway, and ramps, the exact limits to be determined during the design phase.

8. Construction of the project is subject to the receipt of Interstate Access Point Approval from the Federal Highway Administration. The State will apply for Interstate Access Point Approval during the project planning phase of the project.

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

Approved on behalf of Baltimore County by: _____
DONALD P. HUTCHINSON
Baltimore County Executive

on January 30, 1985.

Reviewed for form and legal sufficiency and approved for execution this 16th day of January, 1985.

by: _____
Malcolm F. Spicer, Jr.
County Attorney

Proposal accepted on behalf of the State Highway Administration by:

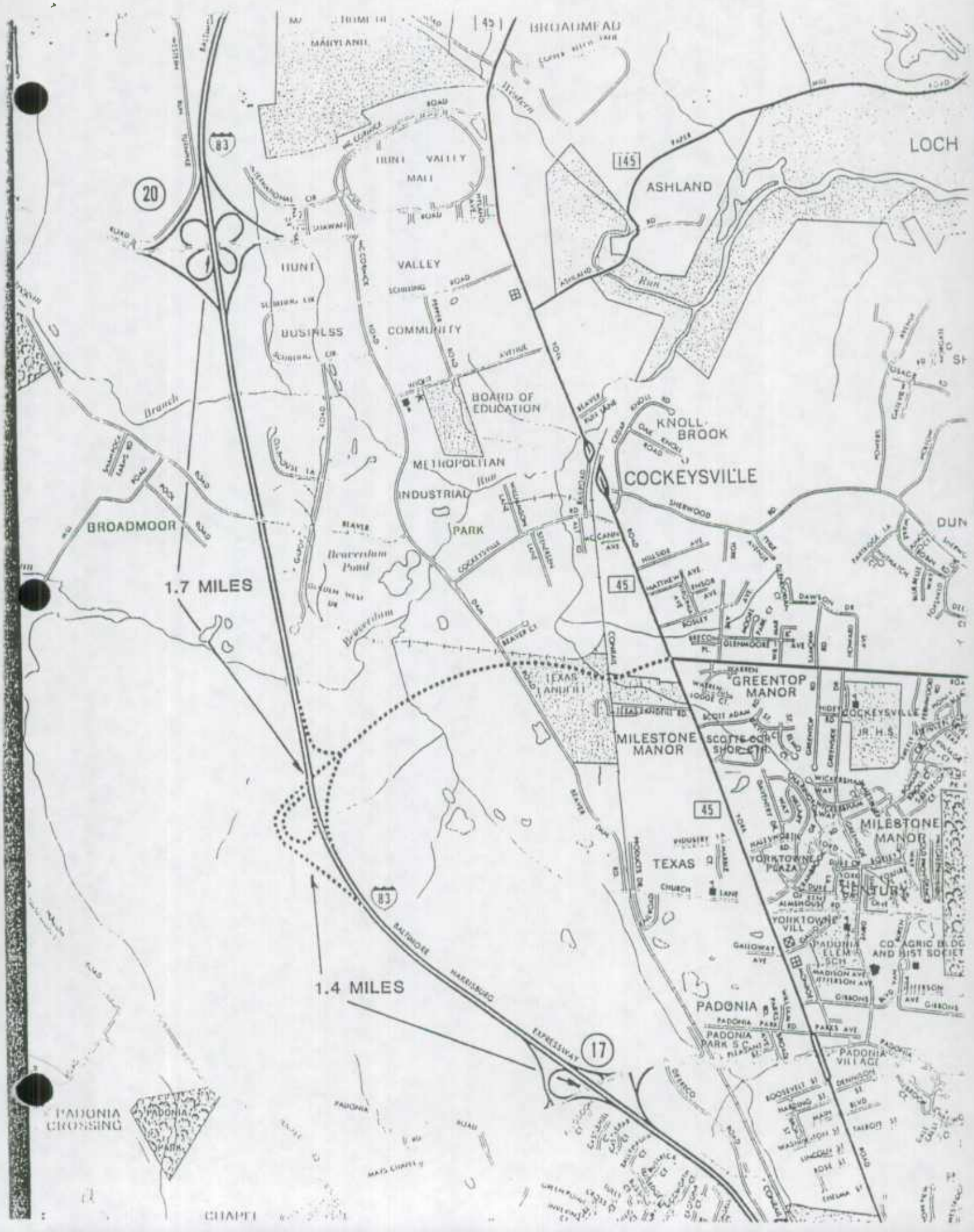
_____
Hal Kassoff
State Highway Administrator

on 2/11/85.

Approved as to form and legal sufficiency this 11th day of February.

by: _____
STATE HIGHWAY ADMINISTRATION
Assistant Attorney General

DPH:mm
Enclosure
Vicinity Map


BROADMEAD
MARYLAND
HUNT VALLEY MALL
HUNT VALLEY BUSINESS COMMUNITY
ASHLAND
LOCH
BOARD OF EDUCATION
KNOLL BROOK
COCKEYSVILLE
METROPOLITAN INDUSTRIAL PARK
BROADMOOR
1.7 MILES
Beaverdam Pond
TEXAS LANDFILL
GREENTOP MANOR
MILESTONE MANOR
SCOTTSCOTT SHOPPING CTR
COCKEYSVILLE JR. H.S.
TEXAS
YORKTOWNE PLAZA
YORKTOWNE VILL
PADONIA ELEM. SCH
CO. AGRIC. BLDG. AND HIST. SOCIET.
PADONIA
PADONIA PARK S.C.
PADONIA VILLAGE
1.4 MILES
BALTIMORE HARRISBURG EXPRESSWAY
PADONIA CROSSING
PADONIA PARK
CHAPEL

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

MEMORANDUM

TO: Mr. Charles R. Harrison
District 4 Engineer

FROM: Jim Helm, Assistant Chief Jim Helm
Highway Information Services Division

DATE: October 19, 1992

SUBJECT: MD 43 - Road Transfers
Perry Hall Boulevard, Walther Boulevard,
Honeygo Boulevard & Putty Hill Avenue

In reference to your memo of October 13th, I am enclosing a copy of a road transfer agreement dated October 17, 1989 and a copy of a Memorandum of Action from Neil J. Pedersen dated October 19, 1989, which covers the transfer of the subject roadways to Baltimore County and mileage to Baltimore County.

As specified in the Memorandum of Action, the effective date of transfer shall be upon the completion of construction and it's acceptance for maintenance by the District Engineer. Although the Memorandum of Action has already been distributed, please notify this office upon your acceptance for maintenance so that we can change our computer files and correctly credit maintenance responsibilities.

If you need additional information, please call.

JH:jel

cc: Mr. Michael R. Baxter

- ACCEPTED FOR MAINTENANCE March 8, 1993

My Telephone Number is 333-1120

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
TUESDAY, FEBRUARY 25, 1992
* * * *

Administrator Kassoff executed the following deed, on February 25, 1992, which was previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee:	Conveyance	In Accordance With:
Baltimore County, Maryland	Of State Road to Baltimore County, Maryland MD Rte. 993A - Old Farm Road, from Falls Road South to end of State Maintenance, a distance of 0.02 mile ± Item No.: 72360-P2 Baltimore County	Transfer agreement made February 15, 1989 Legal authority for Road Conveyances is found in the Transportation Article Section 8-304.

RF/gsd

cc: Ms. E. L. Homer
Mr. C. R. Olsen
Mr. C. Stickles (w/ correspondence & deed)
Mr. Paul Wiedefeld (w/ original deed)
Mr. C. R. Harrison
Mr. J. T. Neukam
Mr. Kurt Oelmann
SRC-Secretary's File (w/ deed)
SRC-Baltimore County File (w/ correspondence)

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

August 28, 1992

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective August 28, 1992, between the State Highway Administration and Baltimore County relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Baltimore County

MD 25B (Hillstead Drive) from MD 25 (Falls Road) westerly to the end of state maintenance, a total distance of 0.19± miles. Now part of Co 7441

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

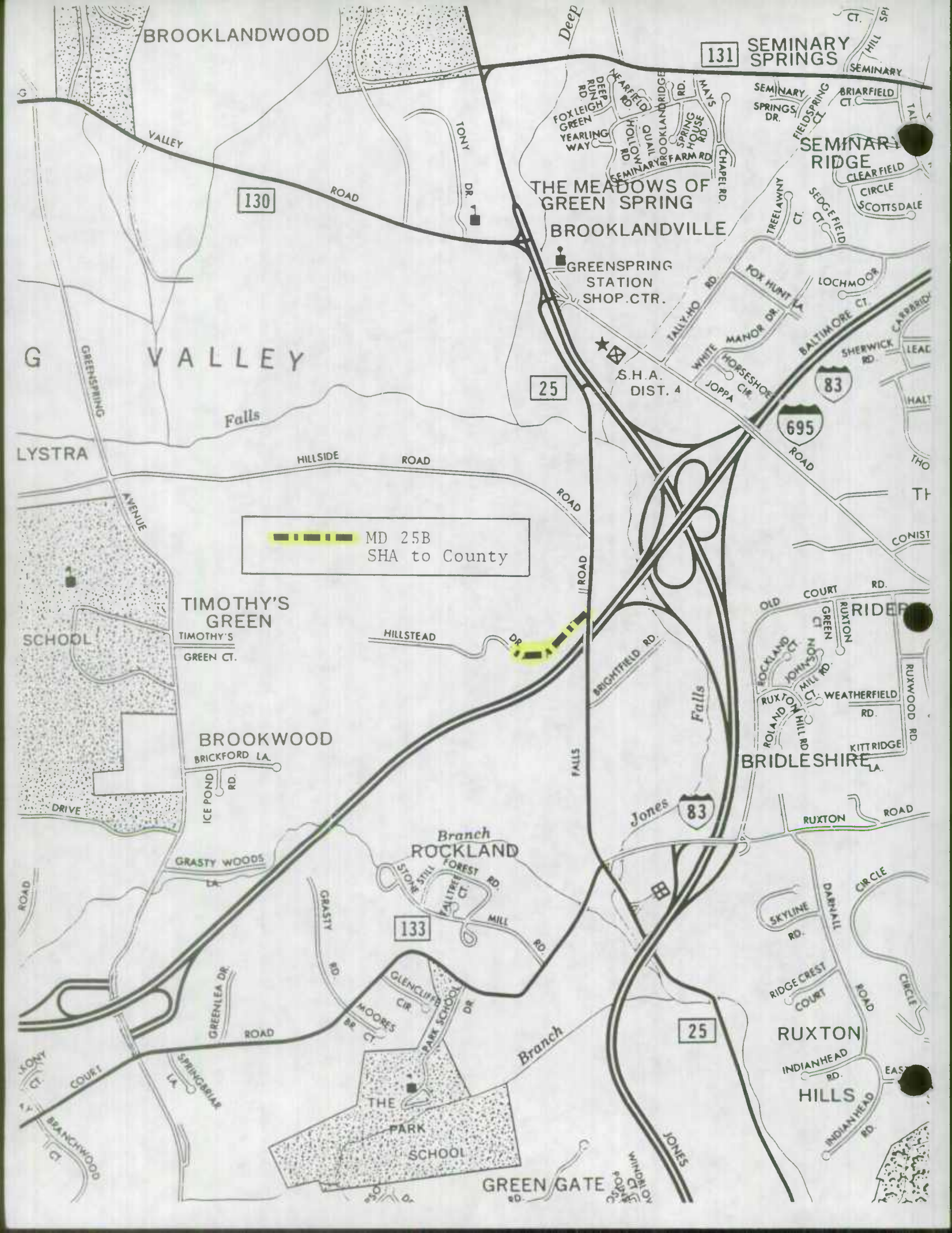
A map indicating the road being transferred is attached.

JH:jel

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

Director of Public Works,
Baltimore County

Planning & Zoning Officer,
Baltimore County


BROOKLANDWOOD
131
SEMINARY SPRINGS
SEMINARY
SEMINARY SPRINGS DR.
BRIARFIELD CT.
FIELDSPRING CT.
SEMINARY RIDGE
CLEARFIELD
CIRCLE
SCOTTSDALE
SEDGEFIELD CT.
TREELAWNY CT.
VALLEY
ROAD
130
TONY DR.
DEEP RUN RD.
FOXLEIGH GREEN
YEARLING WAY
FARFIELD RD.
HOLLOW RD.
QUAIL
BROOKLAND RIDGE RD.
SPRING HOUSE RD.
MAYS
SEMINARY
BFARM RD.
CHAPEL RD.
THE MEADOWS OF GREEN SPRING
BROOKLANDVILLE
GREENSPRING STATION SHOP.CTR.
TALLY-HO RD.
FOX HUNT LA.
LOCHMOOR CT.
WHITE MANOR DR.
HORSESHOE CIR.
JOPPA
BALTIMORE CT.
SHERWICK RD.
S.H.A. DIST. 4
25
83
695
ROAD
G VALLEY
GREENSPRING
Falls
LYSTRA
HILLSIDE ROAD
ROAD
AVENUE
MD 25B
SHA to County
TIMOTHY'S GREEN
TIMOTHY'S GREEN CT.
SCHOOL
HILLSTEAD DR.
BRIGHTFIELD RD.
OLD COURT RD.
RIDER
RUXTON GREEN CT.
ROCKLAND CT.
JOHNSON CT.
MILL RD.
WEATHERFIELD RD.
RUXWOOD RD.
RUXTON HILL RD.
ROLAND HILL RD.
KITTRIDGE LA.
BRIDLESHIRE
BROOKWOOD
BRICKFORD LA.
ICE POND RD.
DRIVE
FALLS
Jones
83
RUXTON ROAD
Branch
ROCKLAND
GRASTY WOODS LA.
STONE STILL FOREST RD.
FALLTREE CT.
MILL RD.
133
GRASTY RD.
SKYLINE RD.
DARNALL CIRCLE
GREENLEA DR.
GLENCLIFF CIR.
MOORES BR. CT.
PARK SCHOOL DR.
RIDGE CREST COURT
ROAD
CIRCLE
25
RUXTON
INDIANHEAD RD.
HILLS
SPRINGBRIAR LA.
COURT
BRANCHWOOD CT.
THE PARK SCHOOL
GREEN GATE RD.
WINDLOW CT.
POPE CT.
JONES

Maryland Department of Transportation
State Highway Administration

O. James Lighthizer
Secretary
Hal Kassoff
Administrator

June 12, 1992

RE: Road Conveyance from State Highway Administration to Baltimore County Route MD Route 993 (Collett Drive) from Bunker Hill Road north to end of State Maintenance, a total distance of 0.28 mile ±
File No.: 72360-W

Ms. Shirley M. Murphy
Bureau of Land Acquisition
Baltimore County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

Dear Ms. Murphy:

Attached Road Conveyance Deed executed by the State Highway Administration and the Board of Public Works dated May 13, 1992 conveys above referenced road to Baltimore County, Maryland according to terms and conditions of Agreement dated April 12, 1988, between the State Highway Administration and Baltimore County.

After you have recorded the deed among the Land Records, kindly furnish us with the recordation information.

By copy of this letter our Records and Research Section, I am requesting Mr. David Clifford to note the proposed conveyance on the pertinent plats.

Sincerely,

Kurt Oelmann, Manager
Government, Railroad, Utility and
Road Conveyance Office

BY: James Nelson
James Nelson
Real Estate Coordinator

KO:JN:pvm
Enclosure: Deed
cc: C. R. Olsen
J. T. Neukam
D. A. Clifford

My telephone number is 333-1650

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

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
TUESDAY, FEBRUARY 25, 1992
* * * *

Administrator Kassoff executed the following deed, on February 25, 1992, which was previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee:	Conveyance	In Accordance With:
Baltimore County, Maryland	Of State Road to Baltimore County, Maryland MD Rte. 702 Extended File No.: 72360-P B-546-301-471	Transfer agreement signed May 20, 1991 Legal authority for Road Conveyances is found in the Transportation Article Section 8-304.

RF/gsd

cc: Ms. E. L. Homer
Mr. C. R. Olsen
Mr. C. Stickles (w/ correspondence & deed)
Mr. Paul Wiedefeld (w/ original deed)
Mr. C. R. Harrison
Mr. J. T. Neukam
Mr. Kurt Oelmann
SRC-Secretary's File (w/ deed)
SRC-Baltimore County File (w/ correspondence)
Cont. No. B-546-301-471

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

June 3, 1991

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective **May 20, 1991**, between the State Highway Administration and Baltimore County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Baltimore County

G4758 Old Eastern Avenue, from Essex Avenue easterly to a point approximately 0.07± miles east of Ann Avenue, a total distance of 0.23± miles.

G4759 Anne Avenue, from Old Eastern Avenue northerly to Stemmers Run Road, a total distance of 0.25± miles.

G4728 Stemmers Run Road, from a point 0.03± miles north of Ann Avenue to a point 0.04± miles south of Ann Avenue, a total distance of 0.07± miles.

G4831 East Homburg Avenue, from a point 0.09± miles northeast of MD 702 westerly to a point 0.10± miles southwest of MD 702, a total distance of 0.19± miles.

G7274 Mansfield Road cul-de-sac, right of sta. 419+50 to sta. 421+15 as shown on plan sheet #34 of contract B-546-501-471, a total distance of 0.04± miles.

G5815 Mansfield Road, from MD 702 southwesterly to the end of state maintenance, a total distance of 0.05± miles.

G4789 Middleborough Road, from a point 0.04± miles northeast of MD 702 to a point 0.04± miles southwest of MD 702, a total distance of 0.08± miles.

G4799 Hyde Park Avenue, from a point 0.09± miles northeast of MD 702 to a point 0.13± miles southwest of MD 702, a total distance of 0.22± miles.

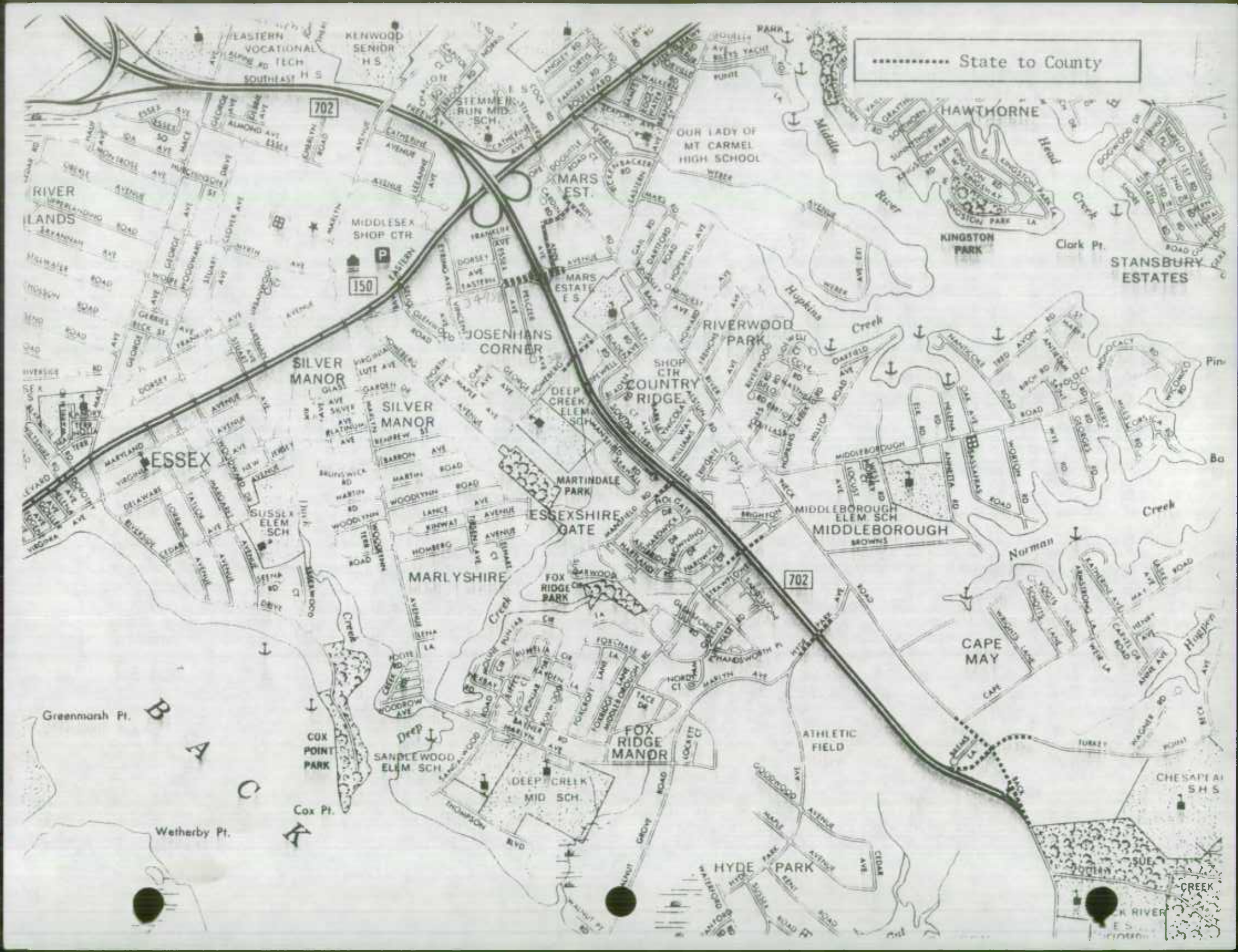
G4967 Back River Neck Road, from a point 0.01± miles northwest of Cape May Road southeasterly to MD 702, plus a spur between Back River Neck Road and MD 702, a total distance of 0.36± miles.

G4917 Turkey Point Road, from MD 702 easterly to a point 0.21± miles east of MD 702, a total distance of 0.33± miles.

Said agreement had previously been executed by the County Executive of Baltimore County, and approved as to form and legal sufficiency by Assistant Attorney General Edward S. Harris.

A map indicating the roads being transferred is attached.

JH:ELD


State to County
EASTERN VOCATIONAL TECH H S
KENWOOD SENIOR H S
SOUTHEAST
702
STEMMERS RUN MID SCH
OUR LADY OF MT CARMEL HIGH SCHOOL
HAWTHORNE
Middle
River
Head
Creek
KINGSTON PARK
Clark Pt.
STANSBURY ESTATES
RIVER
ILANDS
MIDDLESEX SHOP CTR
150
MARS EST.
MARS ESTATE E S
JOSENHANS CORNER
RIVERWOOD PARK
Hopkins
Creek
SILVER MANOR
SILVER MANOR
SHOP CTR
COUNTRY RIDGE
DEEP CREEK ELEM SCH
ESSEX
MARTINDALE PARK
SUSSEX ELEM SCH
ESSEXSHIRE GATE
MIDDLEBOROUGH ELEM SCH
MIDDLEBOROUGH
Norman
Creek
MARLYSHIRE
FOX RIDGE PARK
702
CAPE MAY
Greenmarsh Pt.
B A C K
COX POINT PARK
Deep
SANDLEWOOD ELEM SCH
FOX RIDGE MANOR
ATHLETIC FIELD
DEEP CREEK MID SCH
Cox Pt.
Wetherby Pt.
HYDE PARK
CHESAPEAKE H S
CREEK

Distribution List

cc: Mr. H. Kassoff
Ms. E. Homer
Mr. C. R. Olsen
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
Mr. C. R. Harrison
Mr. A. E. Ault
Mr. J. Kelly
Mr. C. C. Larson
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. D. J. Strausser
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. D. Clifford
Mr. J. Contestible
Mr. A. M. Capizzi
Mr. T. Watts
Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
✓Mr. M. R. Baxter
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. W. E. Brauer
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz

Director of Public Works, Baltimore County
Office of Planning & Zoning, Baltimore County

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

OFFICE OF THE ADMINISTRATOR

Administrator	
Chief Engineer	✓
Dir. Office of Admin.	✓
Dir. Office of Plan. & PE	
Dir. Office of Real Estate	
Dir. Office of Finance	
Spec. Asst. Atty. Gen.	
District Engr. - Dist.	
Federal Aid Section	

Mr. N.J. Pedersen
For your follow-through action
E.H.
4/9/91

March 4, 1991

IN REPLY REFER TO: HEP-12

Through: Mr. David S. Gendell
Regional Administrator
Baltimore, Maryland

for George K. Fitch, II
Mr. A. Porter Barrows
Division Administrator
Baltimore, Maryland

Mr. Hal Kassoff
Administrator, Maryland State
Highway Administration
707 North Calvert Street
Baltimore, Maryland 21202

Dear Mr. Kassoff:

Your earlier letter to Division Administrator A. Porter Barrows requested a change in Interstate status for I-795 (Northwest Expressway) in Maryland from a future addition under 23 U.S.C. 139(b) to a designated addition under 23 U.S.C. 139(a). 55-40

We understand that this 5.47-mile segment from Owings Mills to Maryland Route 140 west of Reisterstown has been constructed and completed to Interstate standards and opened to traffic since 1987. We therefore approve your request and designate I-795 as a logical addition to the Interstate System under 23 U.S.C. 139(a).

The approved route description is as follows:

> FAI-795 - From a junction with FAI Route 695 northwest of Baltimore, northwesterly to Maryland Route 140 west of Reisterstown.
>
> The total length of the route, which includes the 5.47-mile segment, is 9.52 miles.

The American Association of State Highway and Transportation Officials previously concurred in the assignment of the Interstate route number 795.

We also advise that, under current legislation, the designation of this 5.47-mile segment as a part of the Interstate System creates no new Federal financial responsibility and continues to remain eligible for Interstate 4R funding.

Sincerely yours,

T. D. Larson
Administrator

Post-it® Fax Note 7671	Date 5-28 # of pages ▶ 8
To John	From Karl Hess
Co./Dept.	Co. HISD
Phone #	Phone # 410-545-5520
Fax # 410-321-2708	Fax #

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

OFFICE OF THE ADMINISTRATOR

Administrator	
Chief Engineer	✓
Dir. Office of Admin.	✓
Dir. Office of Plan. & PE	
Dir. Office of Real Estate	
Dir. Office of Finance	
Spec. Asst. Atty. Gen.	
District Engr. - Dist.	
Federal Aid Section	

Mr. N.J. Peckersen
For your follow-through action
E.H.
4/9/91

March 4, 1991

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Through: Mr. David S. Gendell
Regional Administrator
Baltimore, Maryland

for Mr. A. Porter Barrows
Division Administrator
Baltimore, Maryland

Mr. Hal Kassoff
Administrator, Maryland State
Highway Administration
707 North Calvert Street
Baltimore, Maryland 21202

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We also advise that, under current legislation, the designation of this 5.47-mile segment as a part of the Interstate System creates no new Federal financial responsibility and continues to remain eligible for Interstate 4R funding.

Sincerely yours,

T. D. Larson
Administrator

I-95 TOLL MAINT.

AGREEMENT BETWEEN THE

MARYLAND TRANSPORTATION AUTHORITY

AND THE

STATE HIGHWAY ADMINISTRATION

ON INTERSTATE HIGHWAY I-95

THIS AGREEMENT is made this 30th day of January, 1991, by and between the MARYLAND TRANSPORTATION AUTHORITY, an agency of the State of Maryland ("Authority") and the State Highway Administration ("SHA") of the Maryland Department of Transportation.

WHEREAS, Interstate Highway I-95 ("I-95") is a vital segment of the surface transportation system of the State of Maryland; and

WHEREAS, the Authority presently owns, operates and maintains as a transportation facilities project a 42 mile section of I-95 from the Delaware State line southward to Maryland Route 43, known as the John F. Kennedy Memorial Highway, and also operates and maintains I-95 within the City of Baltimore; and

WHEREAS, the SHA presently owns and maintains a six mile section of I-95 between Maryland Route 43 and the Baltimore City line; and

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

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

AGREEMENT BETWEEN THE

MARYLAND TRANSPORTATION AUTHORITY

AND THE

STATE HIGHWAY ADMINISTRATION

ON INTERSTATE HIGHWAY I-95

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

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

WHEREAS, acting in the public interest, the Authority and the SHA desire to consolidate ownership of and jurisdiction over this section of I-95 in the Authority.

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

1. TRANSFER OF OPERATIONS

The SHA agrees to transfer and the Authority agrees to accept responsibility for operation and maintenance of I-95, to the limits of jurisdiction described below, effective February 18, 1991 at 12:01 A. M.

Maintenance responsibilities shall include maintaining mainline pavement, bridges (except for those within the I-95/I-695 interchange), drainage structures, guardrail, guide signs, right-of-way fence, barrier wall, roadway and overhead signs, lighting fixtures and support poles and other incidental appurtenances. Snow removal on bridges over or under I-95 will not be affected by this Agreement.

2. TRANSFER OF OWNERSHIP

The SHA further agrees to transfer to the Authority all of its rights, titles and interest to the I-95 right-of-way and improvements from Maryland Route 43 to the Baltimore City line, subject to the provisions of this agreement, and if necessary, the approval of the Federal Highway Administration. It is the intent of the parties that this formal transfer be completed on or before December 31, 1991, however, the date of formal transfer may be extended by mutual agreement of the parties.

3. DESCRIPTION

The actual location and extent of the properties to be transferred,

related surface, aerial and subterranean easements shall be mutually determined by the parties, subject to the following conditions and restrictions:

(a) The properties to be transferred shall generally include all land within the right of way of I-95 from the vicinity of Maryland Route 43 to the Baltimore City line, with the exception of land included within the I-95/I-695 interchange, all surface, riparian, aerial and subterranean rights, all structures, footings, signs, fixtures and light standards, and such entrance and exit ramps, approaches and easements as may be necessary for the safe and efficient operation and maintenance of I-95. The limits of the I-95/I-695 interchange to remain under the ownership of SHA are as shown on Attachment No. 1.

(b) The properties shall be identified by Right-of-Way Plats and described by metes and bounds and transferred by special warranty deed(s) subject to dedication of the highway as a public street, for a nomimal ($1.00) sum, free from any and all encumbrances except those imposed by applicable federal laws and regulations and those resulting from any utility easements or other agreements previously entered into by the SHA.

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

(i) The entire I-95/I-695 interchange, as shown on Attachment No. 1.

(ii) The variable message signs presently located within the right-of-way of I-95.

(iii) Roadway and overhead signs, lighting fixtures and support poles outside of mainline I-95 at the I-95/I-695

interchange. The division of responsibility for such lighting fixtures is shown on Attachment No. 2.

(d) The SHA shall deliver to the Authority copies of all plans, specifications and as-built drawings for the transferred highways and structures. The SHA shall be responsible for the preparation of all necessary descriptions, plats, deeds, easements and other documents necessary to effect the transfer.

(e) The SHA shall arrange for transferring utility services for I-95 from the SHA's account to the Authority's account, with such transfer to take place on or about the effective date of this Agreement. Any outside administrative or engineering costs such as changing circuits or meters associated with this transfer shall be borne by the SHA.

4. ACCEPTANCE OF TRANSFER

(a) Based in part on a Memorandum of Understanding between the Maryland Department of Transportation (MDOT) and the Authority dated September 1[illegible], 1990, wherein the MDOT agreed to make grants of state aid in lieu of federal aid funds attracted by eligible portions of transportation facilities projects owned or controlled by the Authority, the Authority agrees to accept the transfer of ownership of I-95 from the SHA, subject to the provisions of this Agreement and, if necessary, the approval of the Federal Highway Administration. The Authority shall designate and operate I-95 as a transportation facilities project.

(b) The Authority will assume the responsibility for compliance with all applicable federal property management laws and regulations included in 23 USC 156 and 23 CFR 713 and administered by the Federal Highway Administration, that are applicable to the transferred properties.

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

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

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

5. ADDITIONAL OBLIGATIONS OF THE AUTHORITY

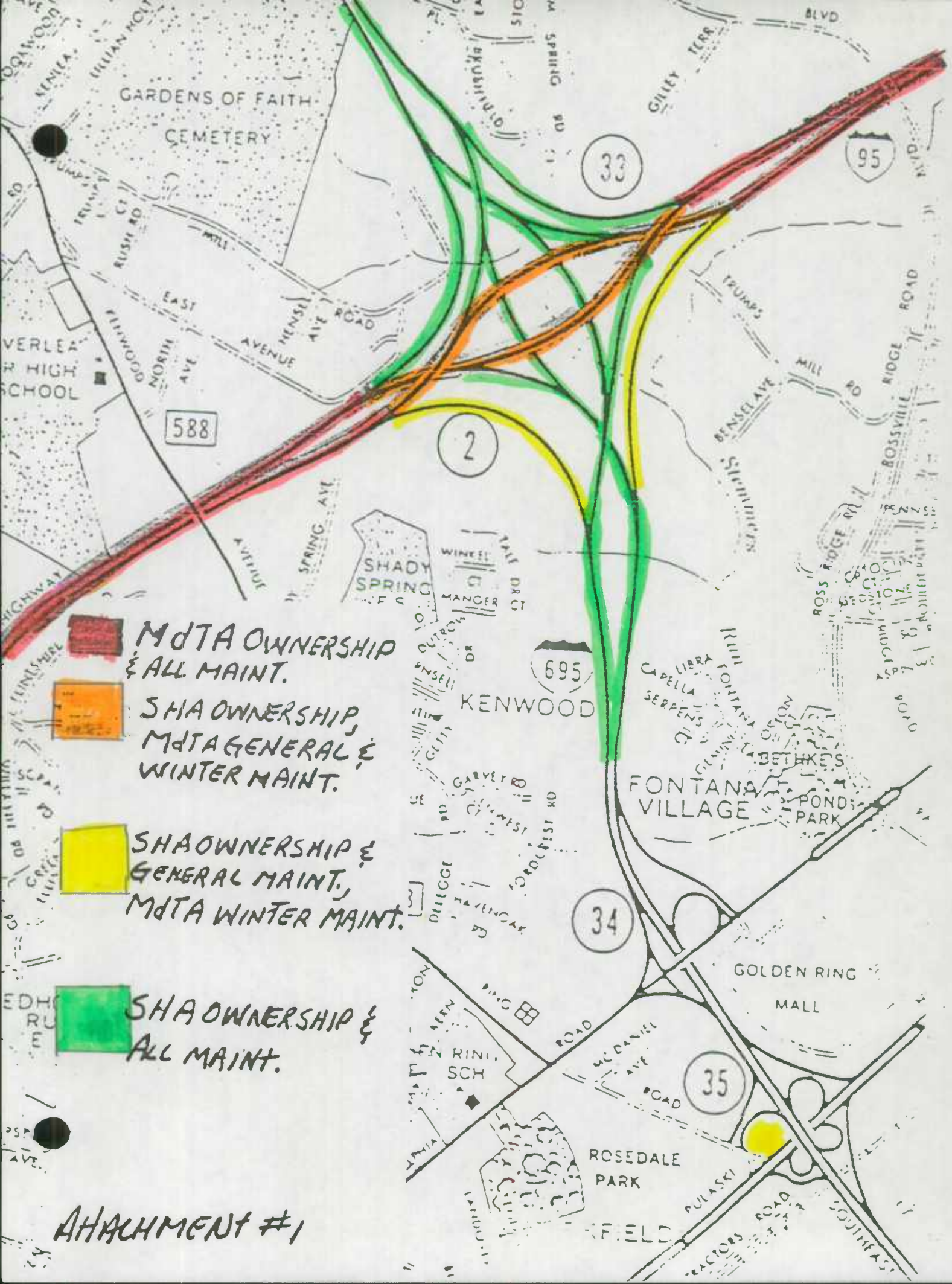
The Authority agrees to the following additional obligations:

(a) The Authority shall have maintenance responsibility for the Maryland Route 43/I-95 interchange, including all ramps and interchange lighting, but excluding mainline Maryland Route 43.

(b) The Authority shall construct median crossovers on Maryland Route 43 at mutually agreed upon locations to facilitate the movement of maintenance and emergency equipment.

(c) The Authority shall maintain mainline I-95 through the I-95/I-695 interchange area, including surface maintenance, minor roadway repairs, lighting, signing, etc.

(d) The Authority shall coordinate with the SHA on winter maintenance (snow removal) at the I-95/I-695 interchange ramps.



ATTACHMENT #1

6. ADDITIONAL OBLIGATION

OF THE STATE HIGHWAY ADMINISTRATION

The SHA agrees that the SHA's salt storage building, located at I-695 and U.S. Route 40, shall be made available for the joint use of the SHA and the MdTA. The terms and conditions of such joint use shall be the subject of a separate Memorandum.

7. CLAIMS LIABILITY

Commencing February 18, 1991 at 12:01 A.M. the Authority, in accordance with and to the extent permitted by State law, shall assume liability for all tort claims occurring on I-95 within the limits of jurisdiction defined above. Any and all tort claims arising out of events occurring on I-95 before the date noted above shall remain the responsibility of the SHA.

Witness:

Maryland Transportation Authority

By: _____
John A. Agro, Jr.

Witness:

Gary Fletcher

State Highway Administration

By: _____
Hal Kassoff

Approved for form and legal sufficiency:

Steven W. Vanderbosch,
Assistant Attorney General

Recommended for Approval:

Neil J. Pedersen, Director
Office of Planning and
Preliminary Engineering

Baxter

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
MONDAY, DECEMBER 3, 1990
* * * *

Administrator Kassoff executed the following Deed of Conveyance, dated December 3, 1990, previously approved as to form and legal sufficiency, Office of Assistant Attorney General, by which the Administration conveys, by the subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcel of land as indicated and as more fully described in the deed:

Grantees	Conveyance	In Accordance With
Baltimore County	Rolling Rd. from Old Frederick Rd. to Rockville Ave.	SHA requested for a conveyance deed of fee and easement to Baltimore Co.

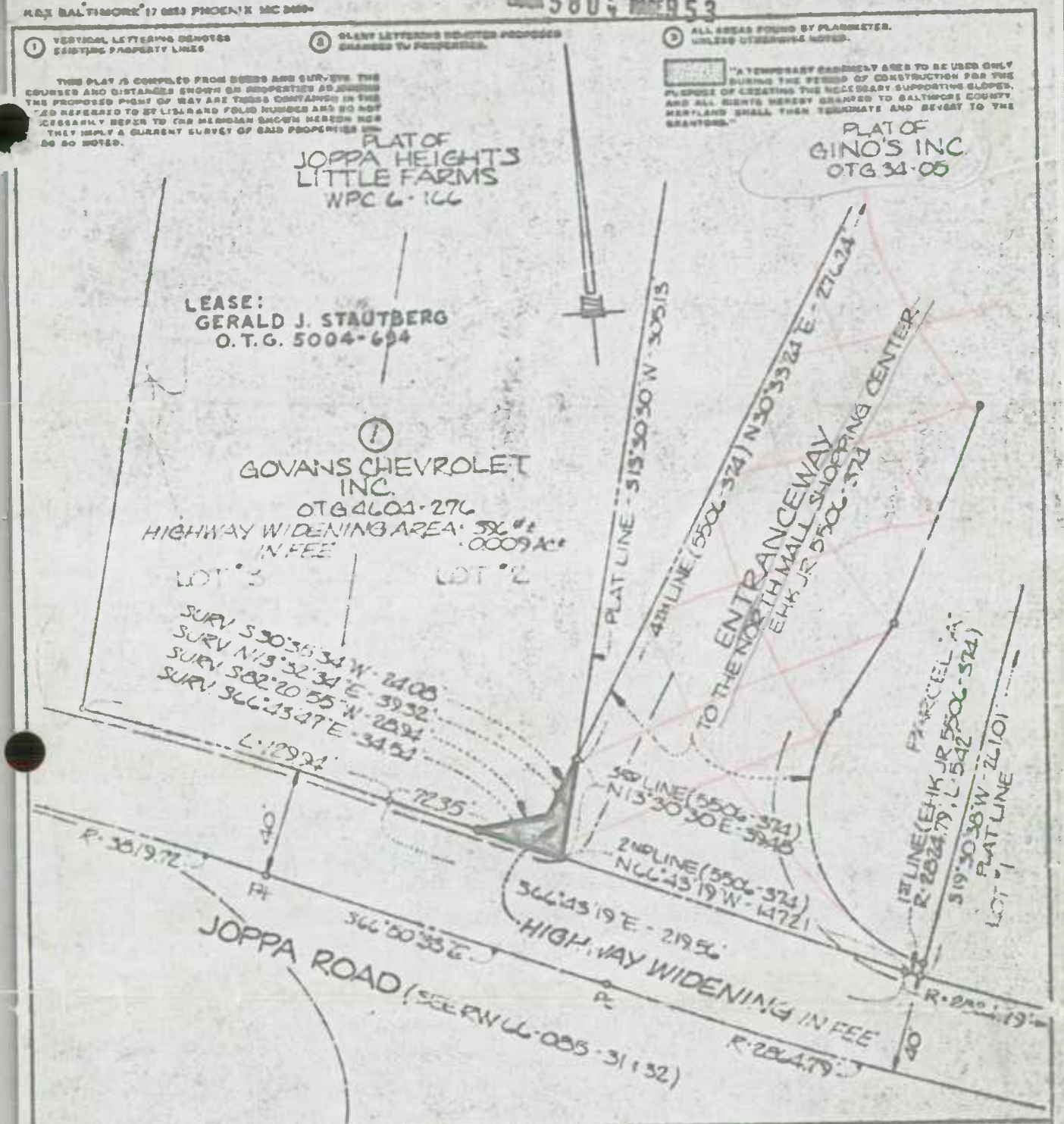
WIS:vdl
Copy: Ms. E. L. Homer
Mr. R. C. Olsen
Mr. C. Stickles
Mr. R. A. Conway
Mr. C. Harrison
Mr. J. F. Mahorney
Mr. J. T. Neukam
Secretary's File
Proj. AW-226-000

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, JUNE 21, 1990
* * *

Administrator Kassoff executed the following Quitclaim Deed, dated June 21, 1990, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the attached deed:

Grantee	Conveyance	In Accordance With
Appraisal & Realty Services Corp.	Old roadbed of Horst Ave., W. of I-95 (Kennedy Hwy.), E. of McCormick Ave. in Rosedale, Balto. County; former prop. of Wm. Frederick, Item NE-132, Proj. B-682-6-420, NE Expressway, Balto. City Line to Kenwood Ave.	Section 8-309(e)(i) of the Transp. Article, Annotated Code of Md. Prop. owner cannot sell his parcel due to the opinion of his title Co. that the State acquired title to, not only that portion of Horst Rd. inside our R/W line but also that portion outside of our R/W line which bisects his property. To solve this dilemma our Asst. Atty. Gen. has agreed to quitclaim any right, title & interest, if any, to that portion of Horst Rd. outside of our existing R/W.

Copy: Ms. E. L. Homer
Mr. C. R. Olsen
Mr. C. Stickles
Mr. R. A. Conway
Mr. C. R. Harrison
Mr. J. J. Cortezi
Mr. J. F. Mahorney
Mr. J. T. Neukam
Mr. D. E. Muser
Ms. J. Colburn
Secretary's File
Proj. B-682-6-420



BALTIMORE COUNTY — DEPARTMENT OF PUBLIC WORKS — BUREAU OF LAND ACQUISITION

SCALE: 1"=50	SHEET 1 OF 1	PLAT TO ACCOMPANY ACQUISITION OF
		HIGHWAY WIDENING IN FEE

DISTRICT NO. 9C4

POSITION SHEET NO.

CONSTRUCTION PLAN NO.

FEDERAL PROJECT NO.

MARYLAND PROJECT NO.

B.C. JOB ORDER NO. 5-179-87

RW 76-420-1

CONSULTING ENGINEER OR SURVEYOR — DATE — REG. NO.

REGIS. ENGINEER — DATE 8/4/77

BUREAU OF LAND ACQUISITION — CHIEF — DATE 8-3-77

DIVISION OF DRAFTING — APPROVED — SUPERVISOR — DATE 8-3-77

DRAWN RCH — CHECKED RFC

AREA TO BE ACQUIRED — EXISTING COUNTY R/W — SLOPE AREA — AREA TO BE RELEASED — TEMPORARY CONSTRUCTION AREA

NO.	ACQUIRED FROM	RECORD
1	Rec'd for record SEP 21 1977 at 2:24 P.M.	
2	Per Elmer H. Kahline, Jr., Clerk	
3	Mail to D.M.	
4		
5	Receipt No.	
6		
7		
8		

Carl Hess
Room 203
107 N. Calvert St
Balto City
21203

Dear Carl.
The "Red X ed" area is hd in question.
Good Luck
Eleen

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

November 1, 1989

Director Pedersen, Office of Planning and Preliminary Engineering, has approved the following State route number designations for the roadways accepted by the State Highway Administration from the Bethlehem Steel Corporation by agreement dated October 17, 1989.

Bethlehem Boulevard, from a point 0.25± miles east of Riverside Drive easterly to existing MD 20D (eastbound lane) and existing MD 695 (westbound lane) shall be designated as MD 158. (A portion of this designation replaces former MD 20F.)

Peninsula Expressway, from the southerly end of the existing structure over Bear Creek southerly to the private road, sometimes known as Creek Road, 0.03± miles south of eastbound Bethlehem Boulevard, shall be designated as MD 157.

Sparrows Point Boulevard, from the end of existing MD 151, approximately 0.20± miles south of Wharf Road, southerly to Seventh Street, shall be designated an extension of MD 151.

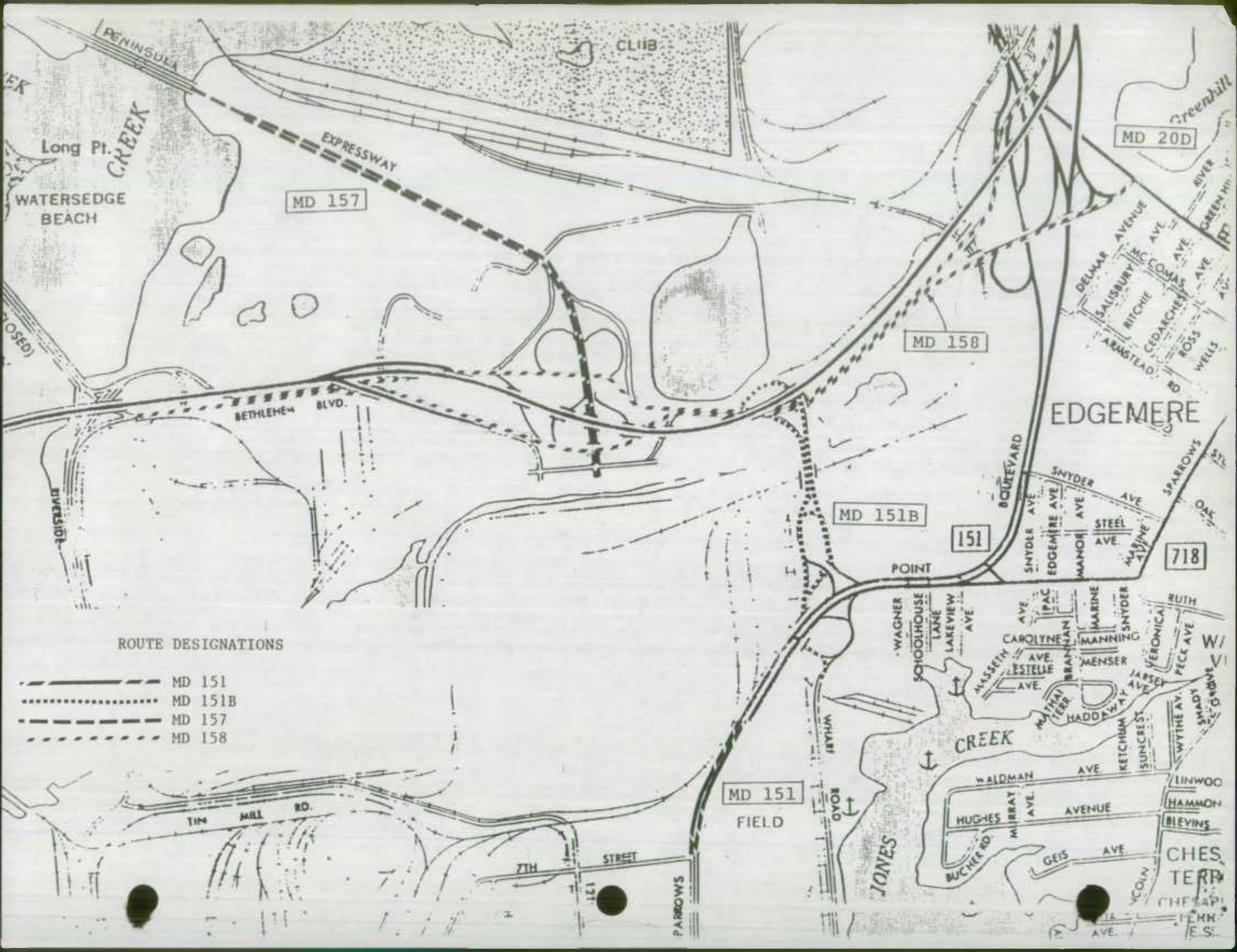
Wharf Road, from Bethlehem Boulevard southerly to a point 0.09± miles south of existing MD 151, shall be designated as MD 151B and shall not be field posted.

The above-described route designations are effective immediately.

Said agreement had previously been executed by the County Executive of Baltimore County and appropriate officials of Bethlehem Steel Corporation and approved as to form and legal sufficiency by Assistant Attorney General Edward S. Harris.

A map indicating the above route designations is attached.

JH:ELD:cmw


PENINSULA
EXPRESSWAY
CLUB
Long Pt.
CREEK
WATERSEDGE
BEACH
MD 157
MD 158
MD 20D
Greenhill
BETHLEHEM BLVD.
EDGEMERE
BOULEVARD
SNYDER AVE.
STEEL AVE.
MD 151B
151
718
POINT
SCHOOLHOUSE LANE
LAKEVIEW AVE
CAROLYNE AVE.
ESTELLE AVE.
MANNING
MENSER
HADDAWAY
CREEK
WALDMAN AVE.
HUGHES AVE.
AVENUE
GEIS AVE.
MD 151
FIELD
JONES
TIM MILL RD.
7TH STREET
PARROWS
ROYD
WHALEY
ROSS
WELLS
ARMSTEAD RD
DELMAR AVENUE
SALISBURY
RITCHIE
MC COMAS AVE.
CEDARCREST
SPARROWS
RUTH
PECK AVE
SHADY GROVE
LINWOOD
HAMMONDS
BLEVINS
CHESTERTOWN
ROUTE DESIGNATIONS
MD 151
MD 151B
MD 157
MD 158

Distribution List

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
Mr. C. R. Olsen
Mr. A. E. Ault
Mr. J. Kelly
Mr. C. C. Larson
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. E. Chambers
Mr. C. Rose
Mr. A. M. Capizzi
Mr. T. Watts
Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
Mr. M. R. Baxter ✓
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. J. Shea
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz

Director of Public Works, Baltimore County
Office of Planning & Zoning, Baltimore County
Bethlehem Steel Corporation

See route number designation memo 11-1-89

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THE STATE HIGHWAY ADMINISTRATION

October 26, 1989

Administrator Hal Kassoff, State Highway Administration executed a road transfer agreement effective October 17, 1989, between the State Highway Administration, Bethlehem Steel Corporation, and Baltimore County relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

Bethlehem Steel to State Highway Administration

MD 158

Bethlehem Boulevard from the easterly end of bridge #8 and the easterly end of bridge #7 west: (a) as to westbound Bethlehem Boulevard to a point 0.40± miles east of Riverside Drive and (b) as to eastbound Bethlehem Boulevard to a point 0.25± miles east of Riverside Drive, including bridge #2, the total distance between the endpoints being 1.91± miles;

MD 151B

Wharf Road from Bethlehem Boulevard southerly to a point 0.09± miles south of existing MD 151, including bridge #6 carrying northbound Wharf Road over Bethlehem Boulevard, bridge #5 over the tracks of Patapsco & Back Rivers Railroad and bridge #4 carrying southbound Wharf Road over northbound Wharf Road, a total distance of 0.62± miles;

MD 157

Peninsula Expressway from the southerly end of the existing structure over Bear Creek southwardly to the private road, sometimes known as Creek Road, 0.03± miles south of eastbound Bethlehem Boulevard, including bridge #3 over westbound Bethlehem Boulevard, a total distance of 1.24± miles; and

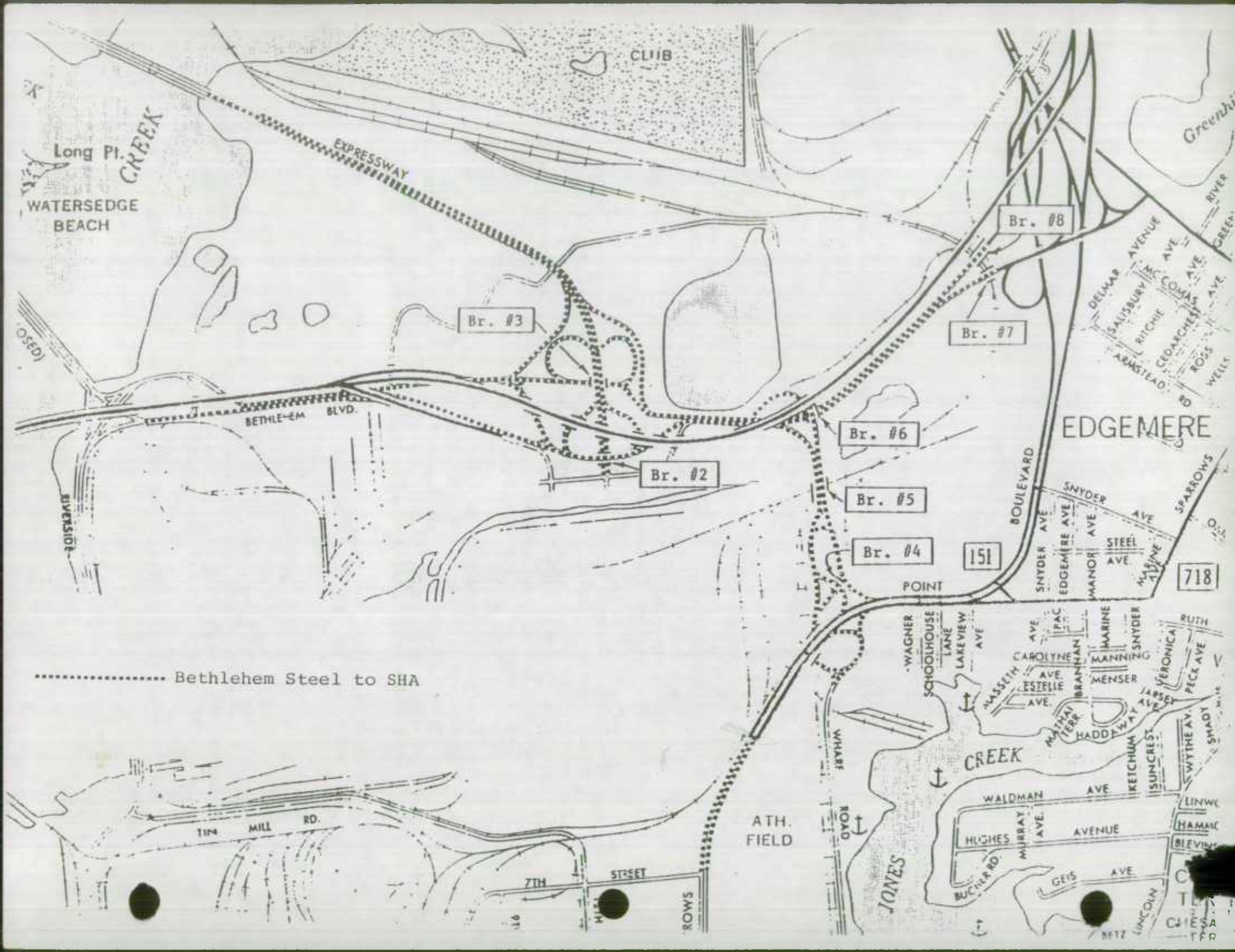
MD 151 EXT.

Sparrows Point Boulevard from the end of existing MD 151, approximately 0.20± miles south of Wharf Road, south to Seventh Street, a total distance of 0.~~30~~± .32 miles.

Said agreement had previously been executed by the County Executive of Baltimore County and appropriate officials of Bethlehem Steel Corporation and approved as to form and legal sufficiency by Assistant Attorney General Edward S. Harris.

A map indicating the roads being transferred is attached.

JH:ELD:cmw


CLUB
EXPRESSWAY
Long Pt.
CREEK
WATERSEDGE
BEACH
Br. #8
Br. #7
Br. #3
Br. #6
Br. #2
Br. #5
Br. #4
BETHLEHEM BLVD.
EDGEMERE
BOULEVARD
SNYDER AVE
STEEL AVE
151
718
POINT
SCHOOLHOUSE LANE
LAKEVIEW AVE
CAROLYNE AVE.
ESTELLE AVE.
MANNING
MENSER
HADDAWAY
CREEK
WALDMAN AVE
HUGHES AVE.
AVENUE
GEIS AVE
ATH. FIELD
JONES
TIN MILL RD.
7TH
STREET
ROWS
Bethlehem Steel to SHA

Distribution List

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
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Mr. A. E. Ault
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Mr. C. C. Larson
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. E. Chambers
Mr. C. Rose
Mr. A. M. Capizzi
Mr. T. Watts
Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
Mr. M. R. Baxter
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. J. Shea
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz

Director of Public Works, Baltimore County
Office of Planning & Zoning, Baltimore County
Bethlehem Steel Corporation

AGREEMENT

THIS AGREEMENT, made this 17th day of October, 1989, by and among the STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION OF MARYLAND, hereinafter referred to as "Highway Administration", party of the first part, and BALTIMORE COUNTY, MARYLAND, hereinafter referred to as "County", party of the second part, and the BETHLEHEM STEEL CORPORATION, a Delaware corporation, hereinafter referred to as "Company", party of the third part.

WHEREAS, under authority contained in Transportation Article Title 8-302 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland may acquire for this State by gift, grant, purchase, or otherwise, any private property for any public purpose that it considers necessary or desirable to perform the duties imposed by that Title or for any other purposes authorized under that Title;

WHEREAS, the Company is willing to give to the Highway Administration the responsibility for maintaining, repairing and rehabilitating the hereinafter-described bridges, elevated roads and sections of roads and to give the Highway Administration fee simple interest in said roads and an aerial easement in said bridges and elevated roads, all of which were heretofore constructed by the Company, and the Highway Administration is willing to accept same;

WHEREAS, it has been estimated that the rehabilitation and repair of said roads and bridges would cost approximately eleven million three hundred thousand dollars ($11,300,000);

WHEREAS, the County is willing to share in the cost of said road and bridge rehabilitation and repair by paying to the Highway Administration the sum of five million six hundred fifty thousand dollars ($5,650,000), in ten (10) annual payments of five hundred sixty-five thousand dollars ($565,000) each; and

WHEREAS, the parties hereto wish to evidence their understanding regarding the above and regarding the future conveyance of said roads and bridges by the Company to the Highway Administration.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of one dollar ($1.00) paid by each party unto the other, the receipt of which is hereby acknowledged, and in further consideration of the terms hereinafter set forth, the parties hereto do hereby agree as follows.

1. The Company hereby gives unto the Highway Administration jurisdiction over, and the Highway Administration hereby accepts from the Company such jurisdiction and assumes responsibility for the maintenance, repair, and rehabilitation of, those certain roads and bridges of the Company, together with all appurtenances thereto, which are shown on the plan dated July 19, 1989, attached hereto as Exhibit A and made a part hereof, and which are described as follows:

   a. Bethlehem Boulevard from the easterly end of bridge #8 and the easterly end of bridge #7 west: (a) as to westbound Bethlehem Boulevard to a point 0.40± miles east of Riverside Drive and (b) as to eastbound Bethlehem Boulevard to a point 0.25± miles east of Riverside Drive, including bridge #2, the total distance between the endpoints being 1.91± miles;

   b. Wharf Road from Bethlehem Boulevard southerly to a point 0.09± miles south of existing MD 151, including bridge #6 carrying northbound Wharf Road over Bethlehem Boulevard, bridge #5 over the tracks of Patapsco & Back Rivers Railroad and bridge #4 carrying southbound Wharf Road over northbound Wharf Road, a total distance of 0.62± miles;

c. Peninsula Expressway from the southerly end of the existing structure over Bear Creek southwardly to the private road, sometimes known as Creek Road, 0.03± miles south of eastbound Bethlehem Boulevard, including bridge #3 over westbound Bethlehem Boulevard, a total distance of 1.24± miles; and

d. Sparrows Point Boulevard from the end of existing MD 151, approximately 0.20± miles south of Wharf Road, south to Seventh Street, a total distance of 0.30± miles;

e. TOGETHER WITH the remaining portions of roads and ramps that are shown colored red on said Exhibit A and those lands enclosed by said roads and, as shown by black stippling on said Exhibit A;

it being the intention of the parties that from and after the date of this Agreement, the Company shall have no liability of any kind whatsoever to the Highway Administration or the County with respect to said roads, bridges and lands, except as otherwise expressly provided herein.

2. The Company hereby also gives to the Highway Administration the right to enter the lands of the Company adjoining said roads, bridges and lands to the extent necessary to perform adequately the maintenance, repair and rehabilitation of said roads, bridges and lands hereunder.

3. The Highway Administration acknowledges that it is accepting jurisdiction over and assuming responsibility for the maintenance, repair and rehabilitation of said roads, bridges and lands in their condition as of the date of this Agreement.

4. The parties acknowledge their intention that the Company convey to the Highway Administration, and the Highway Administration accept, said roads, bridges and lands, in connection with which the parties agree as follows:

a. Such conveyance shall be made as soon as practical after the date hereof but in no event later than March 31, 1990.

b. The roads on the surface of the ground, substantially as shown colored red on said Exhibit A, the underlying land, and the land shown by black stippling on said Exhibit A shall be conveyed in fee simple together with a grant of all rights of way on, over and across other lands of the Company adjoining said roads and said land that are necessary for the adequate maintenance of said roads and said land.

c. The roads that are elevated and the bridges shall be conveyed with aerial easements for their operation, repair, maintenance, replacement, removal and use.

d. Pursuant to the provisions of an Agreement dated April 10, 1972, among the Transportation Authority, acting on behalf of the Department of Transportation, the Highway Administration, acting on behalf of the Department of Transportation, and the Company, the Company granted to the Maryland Transportation Authority, acting on behalf of The Department of Transportation, by Grant of Easement dated August 30, 1983, a copy of which is attached hereto as Exhibit B, an aerial easement for certain elevated roads that connect with the roads that are to be conveyed hereunder. The terms of the grant of aerial easements required hereunder shall be substantially the same as those set forth in said Exhibit B.

e. The Highway Administration shall, at its own expense, cause plats and descriptions of the above-mentioned roads, lands and aerial easements to be prepared. Where said roads or lands adjoin lands to be conveyed to Baltimore County, as shown outlined in green on Exhibit A hereto, said

plats and descriptions shall show no overlaps and shall leave no gaps between the roads or lands to be conveyed to the Highway Administration and the lands to be conveyed to the County.

f. All lands to be conveyed hereunder shall be conveyed by special warranty deed prepared on the basis of the above-mentioned plats and descriptions, free and clear of all liens and mortgages but subject to: (1) all easements, rights of way, covenants, restrictions and agreements of record or that would be revealed by an up-to-date survey of the property to be conveyed or that are otherwise disclosed by the Company to the Highway Administration in writing prior to such conveyance, and (2) to the exception of existing utility facilities of the Company and to the reservation to the Company, its successors and assigns, of perpetual easements for such utility facilities to the extent that the existence and location of such facilities is revealed by the above-mentioned up-to-date survey of the property to be conveyed or is otherwise disclosed by the Company to the Highway Administration in writing prior to such conveyance. With regard to such utility facilities:

(i) The Company shall absolve the Highway Administration from any claims or damage arising from any condition caused by or due to the existence of the Company's facilities.

(ii) The Company is responsible for the cost of any repairs necessary to roadway embankments, or drainage, etc., should they become necessary or caused by the existence of the Company's utility facilities.

g. The utility facilities referenced in paragraph 4f, above shall be included in the yearly blanket maintenance permit issued by the Highway Administration to the Company for the Company's utility facilities located within the Highway Administration rights of way in Baltimore County.

5. From and after the date hereof, the Company shall indemnify, defend, protect, and hold harmless the Highway Administration, its successors and assigns, against and from any and all claims, demands, actions, costs, liability and expense in respect of injury (including loss of life) or damage to persons or property of any person, firm or corporation (including the parties hereto, their respective officers, agents and employees), including expenses relating to remedial action ordered pursuant to law or regulation, resulting from Environmental Contamination caused by any material used to construct the embankments appurtenant to the roads, bridges, and elevated roads which are to be transferred to the Highway Administration pursuant to the terms of this Agreement. For purposes of this Agreement, the term "Environmental Contamination" shall mean (1) a spill, discharge, emission, release, leaching or percolation from any such material used to construct said embankments; provided, that such spill, discharge, emission, release, leaching or percolation poses a substantial present or potential danger or hazard to human health or welfare or the environment or (2) the disposal of any substance in said embankments prior

to the date hereof that poses a potential danger or hazard to human health or welfare or the environment and the removal of which substance from said embankments is required by a federal or state environmental law, rule or regulation.

6. Patapsco & Back Rivers Railroad Company, a wholly-owned subsidiary of the Company that has rail facilities located under several of the bridges to be conveyed, shall have no responsibility to share in the cost of maintaining, repairing and rehabilitating any of the roads and bridges to be conveyed to the Highway Administration.

7. The County shall pay unto the Highway Administration the sum of five million six hundred fifty thousand dollars ($5,650,000), such payments being subject to the following conditions:

   a. The County shall pay to the Highway Administration the sum of five hundred sixty-five thousand dollars ($565,000) annually for ten (10) consecutive years. The first annual payment shall be paid within 30 days from the date the County executes this Agreement. Thereafter, the remaining annual payments shall be paid on or before July 1st of each calendar year, beginning in 1990 and continuing for nine (9) consecutive years.

   b. If the County defaults on the payment as specified above, the Highway Administration shall have the right to withhold from the County up to five hundred sixty-five thousand dollars ($565,000) annually of the allocation of Gasoline Tax and Motor Vehicle Revenue that would otherwise have been distributed to the County.

8. The terms of this Agreement shall survive the conveyances made under this Agreement.

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

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Jim Helm

By: _____
State Highway Administrator

Approved as to form and legal sufficiency this 11th day of August, 1989.

RECOMMENDED FOR APPROVAL:

Neil J. Pedersen
Director, Office of Planning and Preliminary Engineering

_____
Assistant Attorney General

BALTIMORE COUNTY, MARYLAND

WITNESS:

Robert M. Infussi, Sr.
Chief of Staff

By: _____ 9/27/89
County Executive
Dennis F. Rasmussen

Approved as to form and legal sufficiency this 21st day of September, 1989.

RECOMMENDED FOR APPROVAL:

Director, Department of Public Works

_____
Assistant County Attorney

BETHLEHEM STEEL CORPORATION

ATTEST:

Assistant Secretary

By: _____
Vice-President

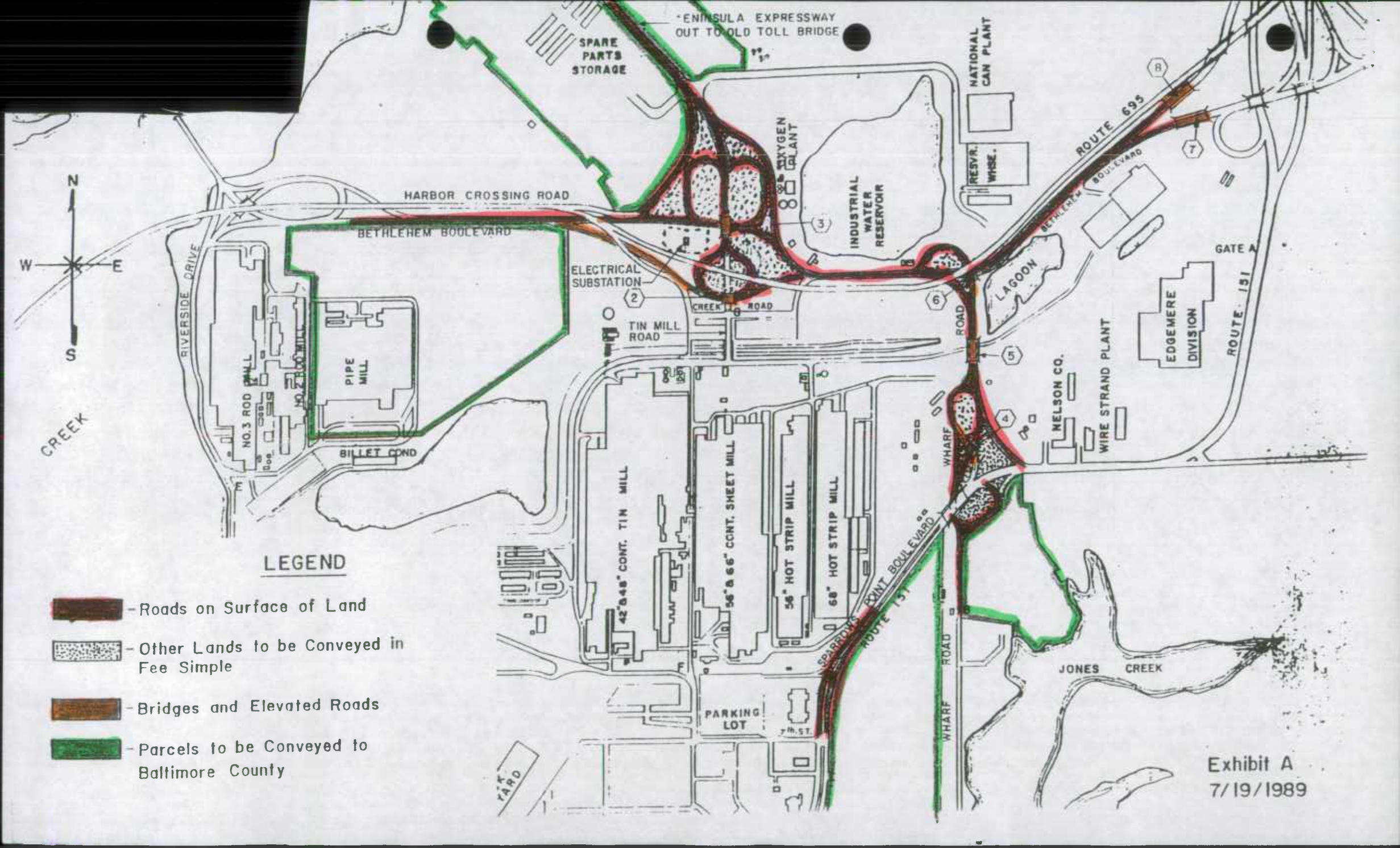

Exhibit A
7/19/1989

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

October 19, 1989

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated October 17, 1989, between the State Highway Administration and Baltimore County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Baltimore County

Reconstructed portion of existing Perry Hall Blvd. (Co. 6198) from the Mall entrance 0.33± miles south of MD 43 to 0.18± miles north of MD 43, including the triple cell 11' x 15' CMP drainage structure for Whitemarsh Run, a total distance of 0.51± miles.

6158

Walther Blvd. (Co. 6561) from Kintore Drive to the proposed relocation of Rossville Blvd., including the triple cell 10' drainage structure for Whitemarsh Run, a total distance of 0.44± miles.

Reconstructed portion of Honeygo Blvd. (Co. 6539) from the Mall entrance near Gordon Way northerly to Beaconsfield Drive, a total distance of 0.46± miles.

Relocated Putty Hill Avenue (Co. 3482) from Walther Blvd. east to end of construction, a total distance of 0.05± miles.

The effective date of transfer shall be upon completion of construction of MD 43 under SHA Contract B-818-502-471 and its acceptance for maintenance by the District Engineer. 3-8-93

Said agreement had previously been executed by the County Executive of Baltimore County, and approved as to form and legal sufficiency by Assistant Attorney General Edward S. Harris.

A map indicating the roads being transferred is attached.

JH:ELD


CARNEY GROVE
CHOICE
NECKER
CARNEY ELEM. SCH.
THORNWOOD PARK
FULLERTON FARMS
PARKVILLE SR. H.S.
ATH. FIELD
GLENSIDE PARK
ST. JOSEPH'S SCHOOL
RIDGE GROVE
TRAILER PARK
PUTTY HILL
PARKVILLE MIDDLE SCH.
PARKVILLE
PUTTY HILL PLAZA
FULLERTON PLAZA
VEHICLE EMISSION TEST STATION
FULLERTON
FULLERTON RESERVOIR
PARKWOOD CEMETERY
OVERLEA
DARLEIGH MANOR
PERRY HALL SR. HIGH SCHOOL
PARK
MARYLAND STATE GAME AND FISH
HALLFIELD MANOR
WHIP POOR WILL TRAILER PARK
WHITE MARSH
NOTTINGHAM WOODS
Whitemarsh
WHITE MARSH MALL
WHITE MARSH BUSINESS COMMUNITY

Distribution List

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
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Mr. C. R. Olsen
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Mr. J. D. Bruck
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Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
Mr. M. R. Baxter
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. J. Shea
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz

Director of Public Works, Baltimore County
Office of Planning & Zoning, Baltimore County

Dennis Mill

RODRIGO

see HARFORD Co MINUTES BOOK FOR AGREEMENT

August 18, 1989

"Toll-Free" Agreement
I-95, JFK Memorial Highway

Mr. Richard H. Trainor
Secretary, Maryland Department
of Transportation
P.O. Box 8755 - Elm Road
Baltimore-Washington International
Airport, Maryland 21240

Dear Mr. Trainor:

Enclosed is a fully executed original of the "Agreement Concerning Eligibility of John F. Kennedy Memorial Highway for Federal-aid Highway Funds." This Agreement was signed by the Deputy Federal Highway Administrator on August 14, 1989.

Your cooperation, and that of Executive Secretary Frate, is truely appreciated in this matter. As we presently understand it, this Agreement will result in additional annual Interstate 4R apportionments approximately $4.1 million. This increase will first be reflected in the F.Y. 1991 apportionment of IR funds which will be distributed on October 1, 1989.

Sincerely yours,

A. P. BARROWS

A. P. Barrows
Division Administrator

Enclosure

cc:
Executive Secretary Frate (w/enclosure)
State Highway Administrator Kassoff (w/enclosure)

Barrows (w/encl.)
Frick (w/encl.)
Rodrigo (w/encl.)
File 102

P.Barrows:jeh 8/18/89 a:Agree-95

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

February 15, 1989

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective April 1, 1989, between the State Highway Administration and Baltimore County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Baltimore County

MD 127 (Chatsworth Avenue) from MD 140 (Reisterstown Road) northerly to Wabash Avenue, a total distance of 0.86± miles. Co498

MD 166A from MD 166 (Rolling Road) southerly to road end, a total distance of 0.83± miles. Co7105

MD 166B from MD 166 (Rolling Road) to cul-de-sac, a total distance of 0.16± miles. Co7106

MD 166C from MD 166D easterly to MD 166 (Rolling Road), a total distance of 0.02± miles. Co7107

MD 166D from road end north of MD 166C to road end south of MD 166C, a total distance of 0.09± miles. Co7108

MD 325 (Wade Avenue) from MD 144 (Frederick Road) south to the Spring Grove State Hospital Center, a total distance of 0.46± miles. Co7112

MD 400 (Mt. Wilson Lane) from MD 140 (Reisterstown Road) westerly to the Western Maryland Railroad, excluding the bridge (#3274) carrying MD 400 over Gwynn's Falls, a total distance of 1.06± miles. Co7113

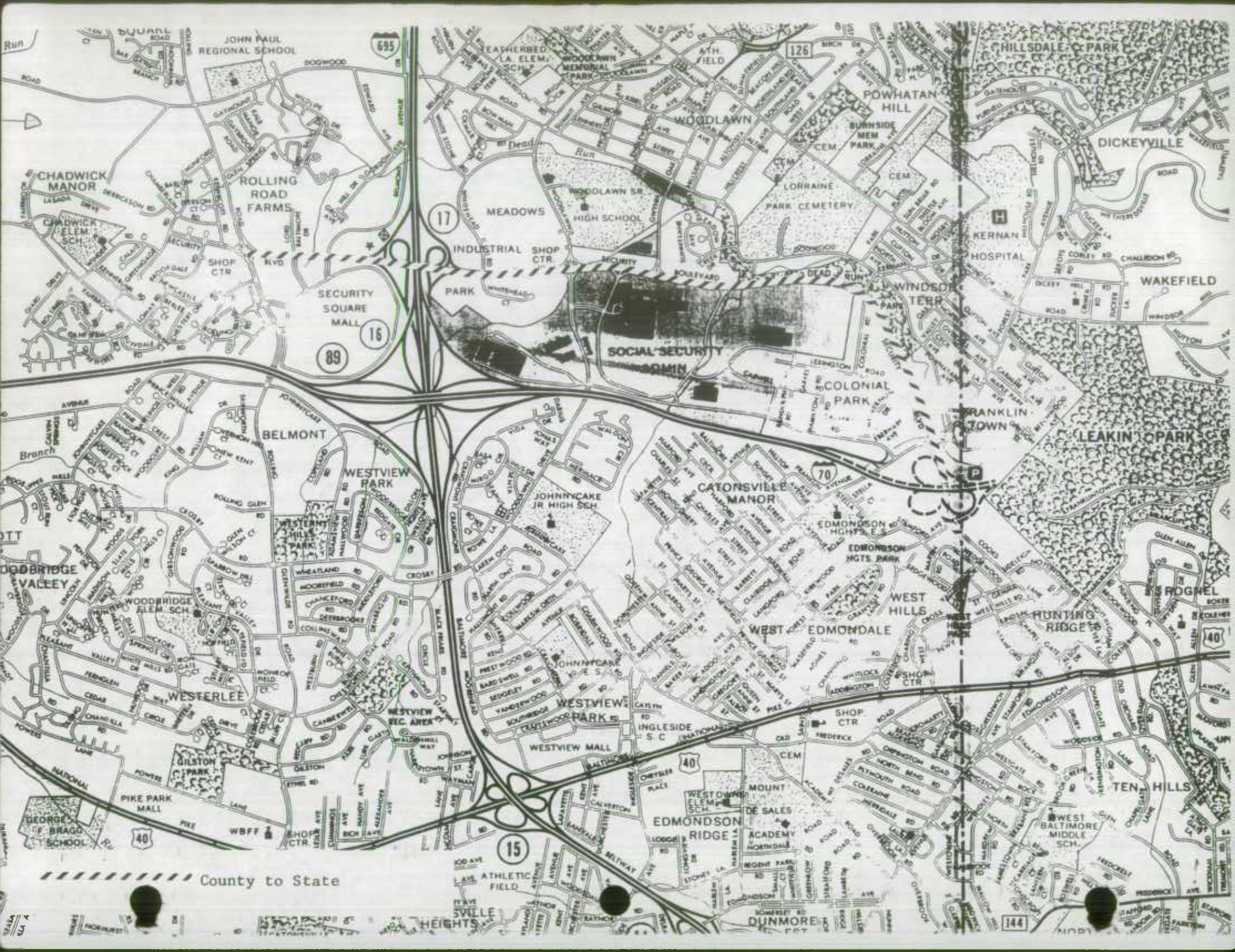
MD 409 (Freeland Road ~~and Harris Mill Road~~) from Railroad Avenue north to ~~Preston~~ Bradshaw Road, (this includes minor surface repairs, lane striping, and snow removal to bridge #3207 over I-83), a total distance of 2.41± miles. Co44

MD 466 (Rolling Road) from U.S. 1 (Washington Blvd.) northerly to road end north of Woodland Drive, excluding the bridge #3101 carrying MD 466 over the B&O Railroad, a total distance of 1.17± miles. Co7109 Co7110

MD 466A (Rolling Road) from Railroad Avenue north to MD 466 (Rolling Road), a total distance of 0.12± miles. Co7111

* MD 746B (Old Falls Road) from MD 25 (Falls Road) south to road end north of the Conrail Railroad, a total distance of 0.06± miles. Co7116

* SEE LETTER 10-30-96. UNDERLYING FEE STAYS W/ STATE


JOHN PAUL REGIONAL SCHOOL
FEATHERBED LA. ELEM. SCH.
WOODLAWN MEMORIAL PARK
BATH. FIELD
HILLSDALE PARK
POWHATAN HILL
WOODLAWN
BURNSIDE MEM PARK
CEM.
DICKEYVILLE
CHADWICK MANOR
ROLLING ROAD FARMS
CHADWICK ELEM. SCH.
SHOP CTR.
MEADOWS
WOODLAWN SR. HIGH SCHOOL
LORRAINE PARK CEMETERY
KERNAN HOSPITAL
INDUSTRIAL PARK
SECURITY SQUARE MALL
WINDSOR TERR.
WAKEFIELD
SOCIAL SECURITY ADMIN.
COLONIAL PARK
FRANKLIN TOWN
LEAKIN PARK
BELMONT
WESTVIEW PARK
WESTERN HILLS PARK
JOHNNYCAKE JR. HIGH SCH.
CATONSVILLE MANOR
EDMONDSON HGHTS. E.S.
EDMONDSON HGTS. PARK
WOODBRIDGE VALLEY
WOODBRIDGE ELEM. SCH.
WEST HILLS
WEST EDMONDALE
HUNTING RIDGE
ROGNEL
WESTERLEE
WESTVIEW REC. AREA
JOHNNYCAKE
WESTVIEW PARK
INGLESIDE S.C.
WESTVIEW MALL
SHOP CTR.
GILSTON PARK
MOUNT DE SALES ACADEMY
WESTOWNE ELEM. SCH.
EDMONDSON RIDGE
TEN HILLS
WEST BALTIMORE MIDDLE SCH.
PIKE PARK MALL
GEORGE F. BRAGO SCHOOL
WBFF
ATHLETIC FIELD
DUNMORE
County to State

MD 888A (Cemetery Road - formerly OP 265) from Old Washington Blvd. to road end at Sealy Mattress Company, a total distance of 0.43± G7117

MD 940R from MD 140 (Reisterstown Road) easterly to road end at golf range, a total distance of 0.34± miles. G7118

MD 993 (Collett Drive) from Bunker Hill Road north to end of State maintenance, a total distance of 0.28± miles. G7115

MD 993A from Falls Road south to end of State maintenance, total distance of 0.02± miles. G7114

Baltimore County to State Highway Administration

MD 122 Security Blvd. (Co. 2400) from Rolling Road (Co. 2000) east to Forest Park Avenue (Co. 2537) including the 2 span Concrete Slab Bridge on Security Blvd. at Woodlawn Drive, a total distance of 2.94± miles. MD 122

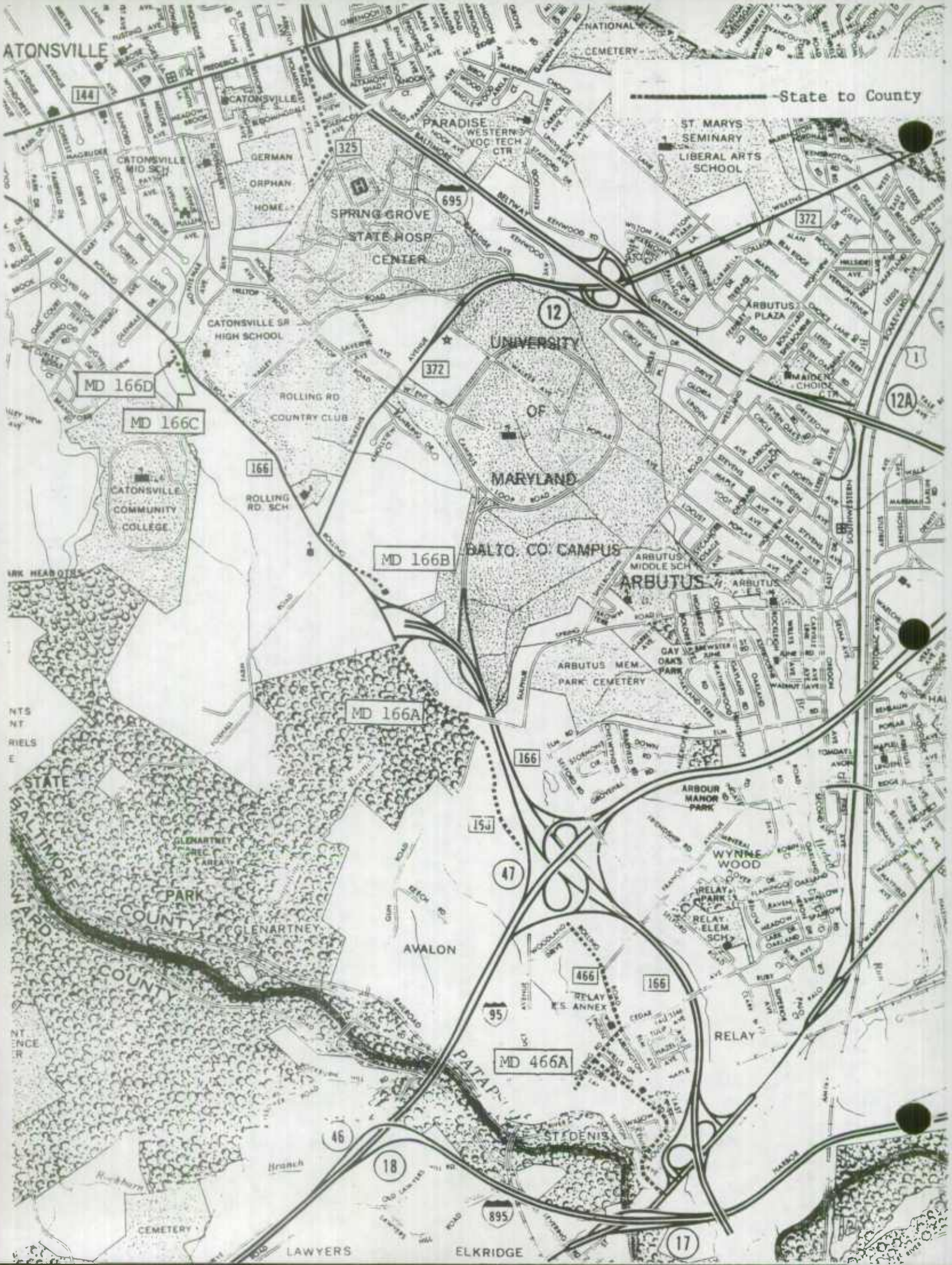
MD 122 Cooks Lane (Co. 2399) from Forest Park Avenue (Co. 2537) to the Baltimore City line, a total distance of 0.05± miles.

Director Pedersen has approved the designation of Security Blvd. and Cooks Lane as MD 122.

Said agreement had previously been executed by the County Executive of Baltimore County, and approved as to form and legal sufficiency by Assistant Attorney General Nolan H. Rogers.

Maps indicating the roads being transferred are attached.

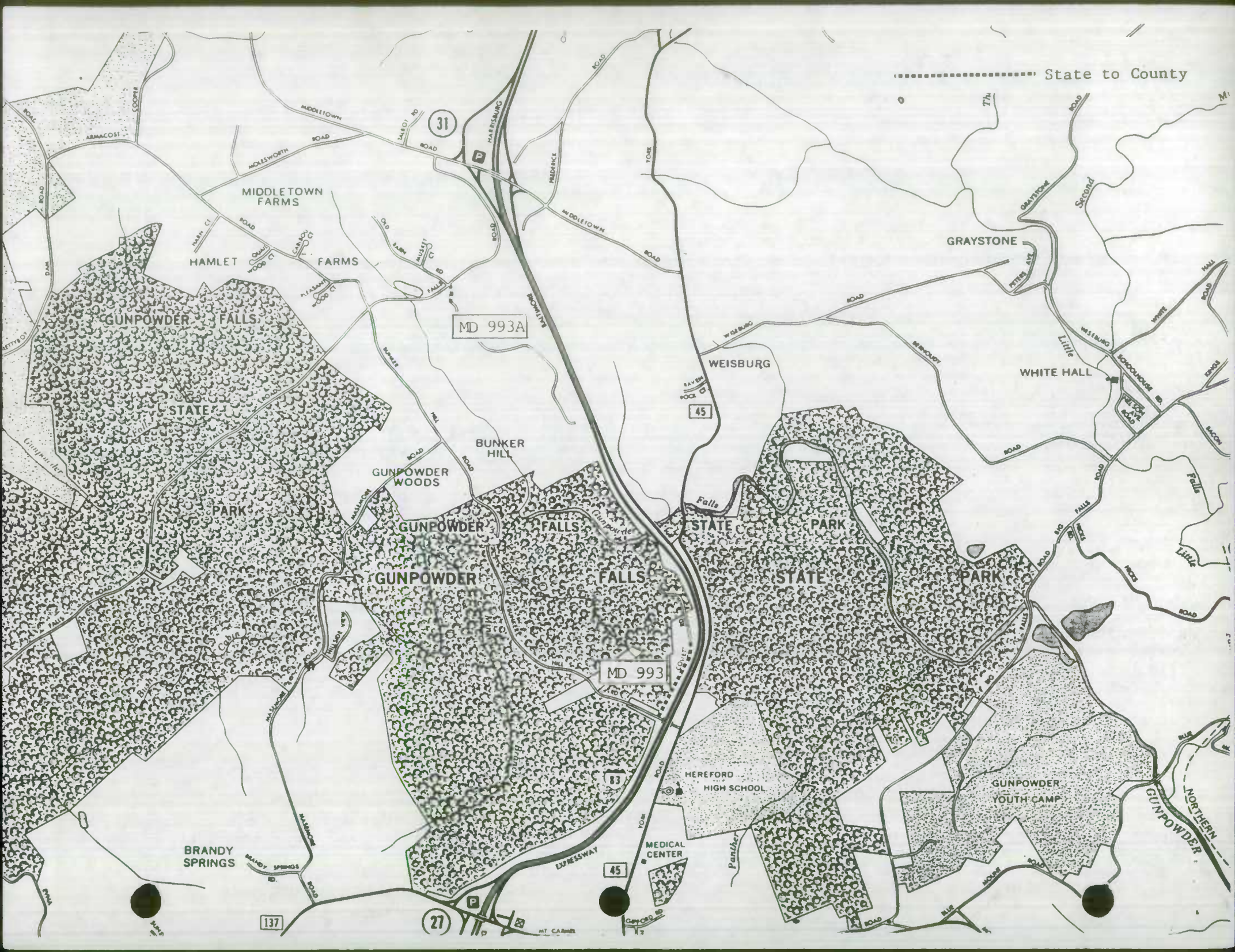
LBS:ELD:cmw


State to County
ATONSVILLE
CATONSVILLE
CATONSVILLE MID SCH
GERMAN ORPHAN HOME
SPRING GROVE STATE HOSP. CENTER
PARADISE
WESTERN VOC. TECH CTR
ST. MARYS SEMINARY LIBERAL ARTS SCHOOL
CATONSVILLE SR HIGH SCHOOL
ROLLING RD COUNTRY CLUB
ROLLING RD. SCH
CATONSVILLE COMMUNITY COLLEGE
UNIVERSITY OF MARYLAND
BALTO. CO. CAMPUS
ARBUTUS PLAZA
MAIDEN CHOICE CTR
ARBUTUS MIDDLE SCH
ARBUTUS
ARBUTUS MEM. PARK CEMETERY
GAY OAKS PARK
ARBOUR MANOR PARK
WYNNE WOOD
RELAY PARK
RELAY ELEM SCH
RELAY
RELAY E.S. ANNEX
AVALON
GLENARTNEY REC AREA
GLENARTNEY
STATE
BALTIMORE COUNTY
PARK
COUNTY
PATAPSCO
ST. DENIS
CEMETERY
LAWYERS
ELKRIDGE
MD 166D
MD 166C
MD 166B
MD 166A
MD 466A
144
325
695
372
166
466
95
895
12
12A
47
46
18
17
1

Distribution List

Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
Mr. C. R. Olsen
Mr. J. F. Kelly
Mr. A. Ault
Mr. D. Wiles
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. E. Chambers
Mr. C. Mills
Mr. A. M. Capizzi
Mr. T. Watts
Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
Mr. M. R. Baxter ✓
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. G. A Wittman III
Mr. S. R. Miller

Director of Public Works, Baltimore County
Office of Planning & Zoning, Baltimore County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HAMLET
FARMS
GUNPOWDER FALLS
STATE
PARK
MD 993A
BUNKER HILL
GUNPOWDER WOODS
GUNPOWDER FALLS
STATE PARK
GRAYSTONE
WEISBURG
WHITE HALL
MD 993
HEREFORD HIGH SCHOOL
MEDICAL CENTER
GUNPOWDER YOUTH CAMP
BRANDY SPRINGS
EXPRESSWAY
NORTHERN
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45
83
137
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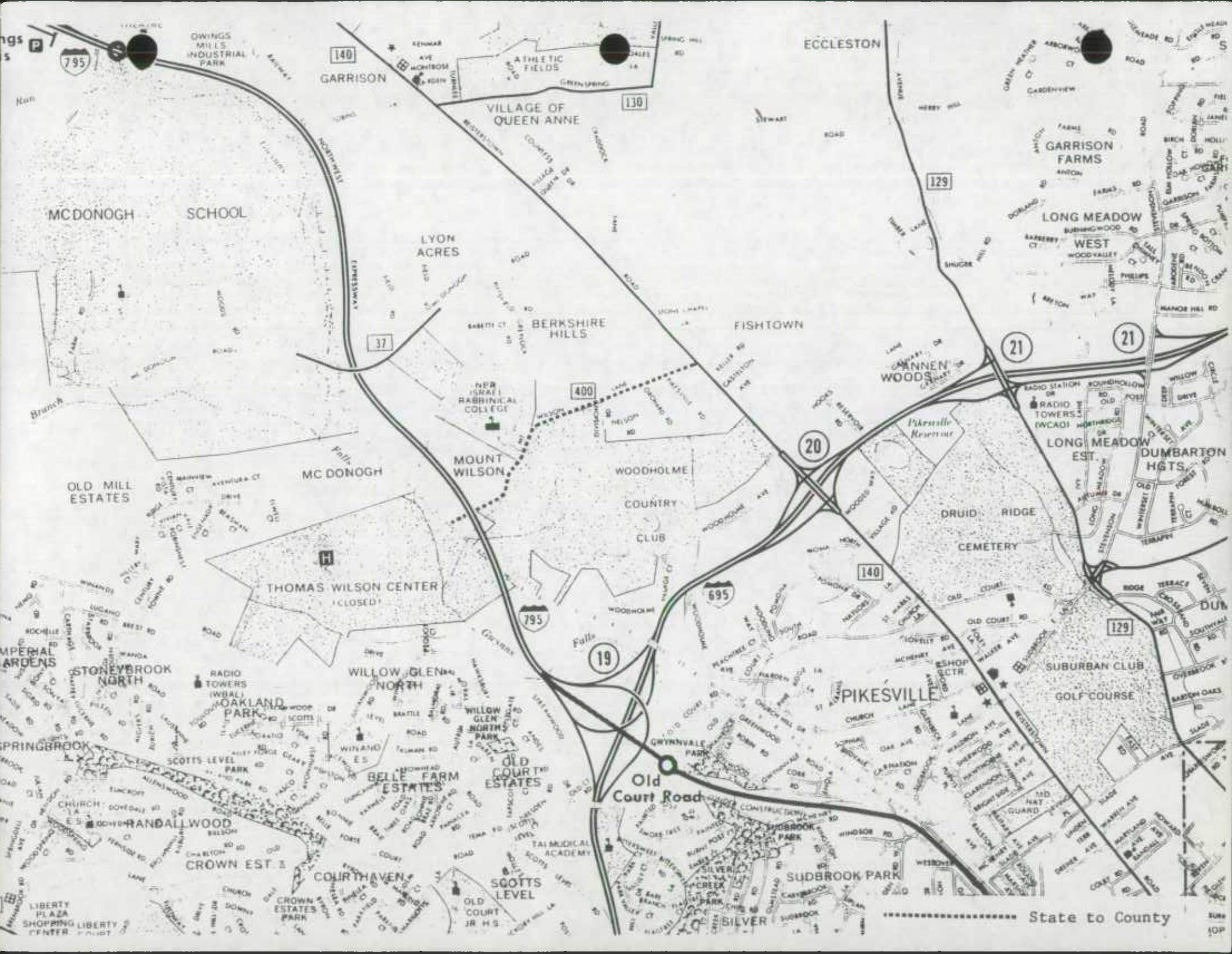
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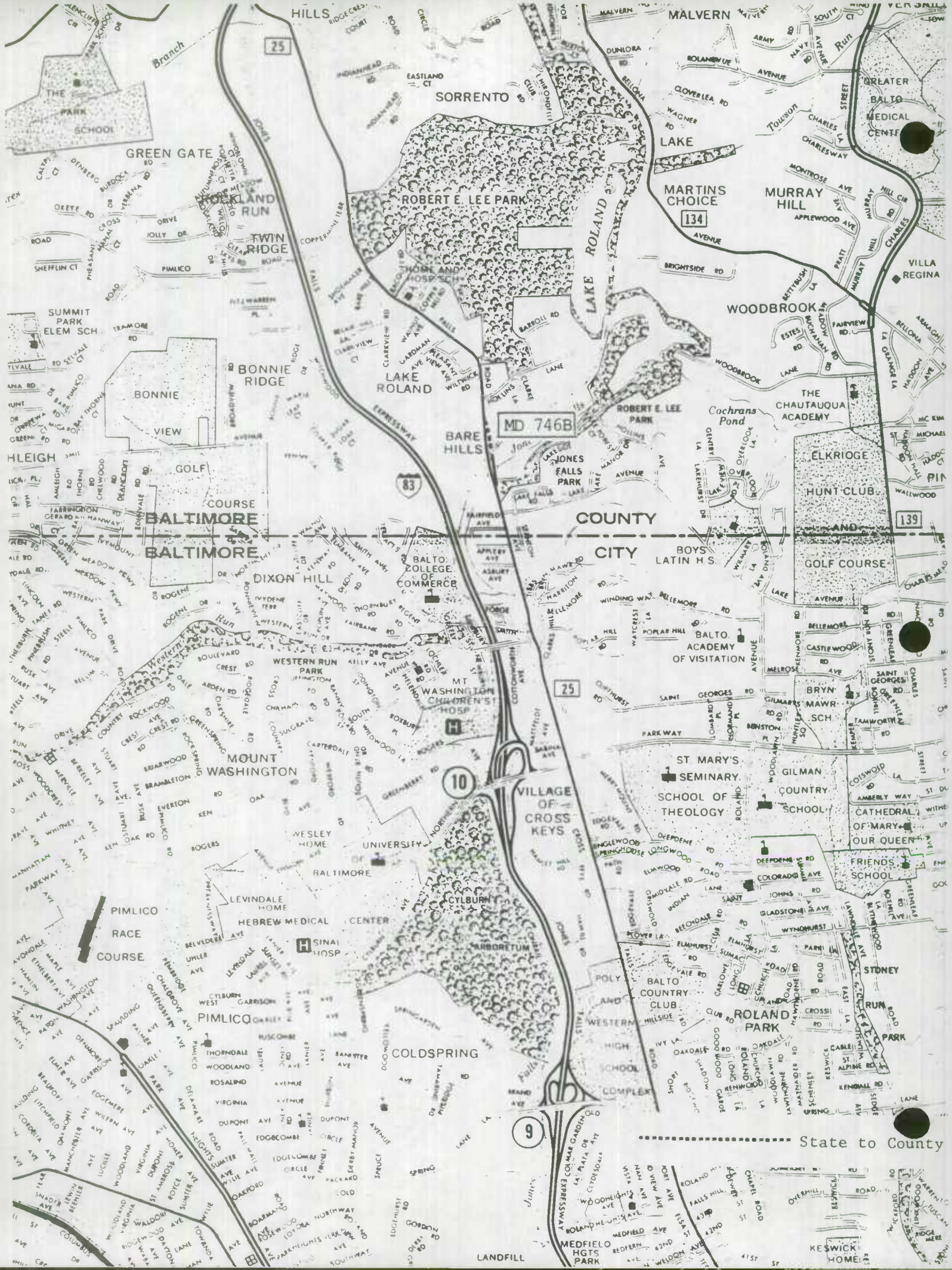
GARRISON
ATHLETIC FIELDS
VILLAGE OF QUEEN ANNE
ECCLESTON
GARRISON FARMS
LONG MEADOW
WEST
MCDONOGH SCHOOL
LYON ACRES
BERKSHIRE HILLS
FISHTOWN
CANNEN WOODS
NEW ISRAEL RABBINICAL COLLEGE
MOUNT WILSON
MC DONOGH
OLD MILL ESTATES
WOODHOLME COUNTRY CLUB
DRUID RIDGE CEMETERY
RADIO TOWERS (WCAO)
LONG MEADOW EST.
DUMBARTON HGTS.
THOMAS WILSON CENTER (CLOSED)
STONEYBROOK NORTH
OAKLAND PARK
WILLOW GLEN NORTH
WILLOW GLEN NORTH PARK
RADIO TOWERS (WBAL)
SPRINGBROOK
SCOTTS LEVEL PARK
BELLE FARM ESTATES
OLD COURT ESTATES
Old Court Road
GWYNNVALE PARK
PIKESVILLE
SUBURBAN CLUB GOLF COURSE
SHOP CTR
RANDALLWOOD
CROWN EST.
COURTHAVEN
SCOTTS LEVEL
OLD COURT JR HS
TALMUDICAL ACADEMY
SUDBROOK PARK
SILVER CREEK PARK
LIBERTY PLAZA SHOPPING CENTER
CROWN ESTATES PARK
State to County


HILLS
MALVERN
SORRENTO
EASTLAND CT
THE PARK SCHOOL
GREEN GATE
ROCKLAND RUN
TWIN RIDGE
ROBERT E. LEE PARK
LAKE ROLAND
MARTINS CHOICE
MURRAY HILL
GREATER BALTO MEDICAL CENTER
VILLA REGINA
WOODBROOK
SUMMIT PARK ELEM SCH
BONNIE RIDGE
BONNIE VIEW
LAKE ROLAND
BARE HILLS
JONES FALLS PARK
Cochrans Pond
THE CHAUTAUQUA ACADEMY
ELKRIDGE HUNT CLUB
GOLF COURSE
BALTIMORE COUNTY AND CITY
BOYS LATIN H.S.
BALTO. COLLEGE OF COMMERCE
DIXON HILL
BALTO. ACADEMY OF VISITATION
WESTERN RUN PARK
MT WASHINGTON CHILDREN'S HOSP
BRYN MAWR SCH
MOUNT WASHINGTON
ST MARY'S SEMINARY SCHOOL OF THEOLOGY
GILMAN COUNTRY SCHOOL
VILLAGE OF CROSS KEYS
CATHEDRAL OF MARY OUR QUEEN
WESLEY HOME
UNIVERSITY OF BALTIMORE
FRIENDS SCHOOL
PIMLICO RACE COURSE
LEVINDALE HOME
HEBREW MEDICAL CENTER
SINAI HOSP
CYLBURN
ARBORETUM
BALTO COUNTRY CLUB
ROLAND PARK
PIMLICO
COLDSPRING
POLY AND WESTERN HIGH SCHOOL COMPLEX
STONEY RUN PARK
State to County
LANDFILL
MEDFIELD HGTS PARK
KESWICK HOME
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25
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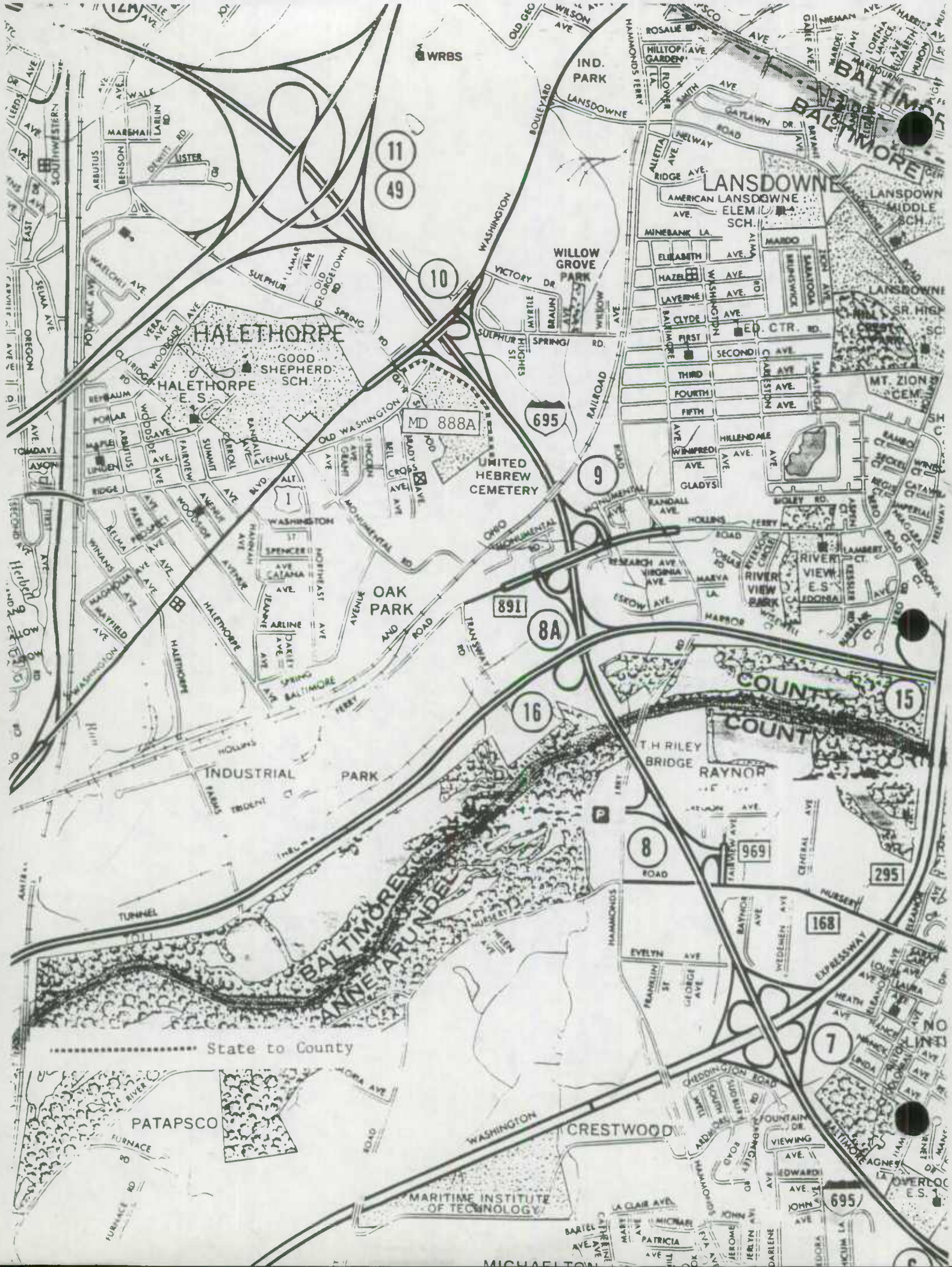
WRBS
IND. PARK
LANSDOWNE
BALTIMORE
LANSDOWNE MIDDLE SCH.
AMERICAN LANSDOWNE ELEM. SCH.
WILLOW GROVE PARK
HALETHORPE
GOOD SHEPHERD SCH.
HALETHORPE E. S.
MD 888A
UNITED HEBREW CEMETERY
OAK PARK
RIVER VIEW PARK
RIVER VIEW E.S.
MT. ZION CEM.
ED. CTR.
COUNTY
T.H RILEY BRIDGE
RAYNOR
INDUSTRIAL PARK
BALTIMORE
ANNE ARUNDEL
State to County
PATAPSCO
CRESTWOOD
MARITIME INSTITUTE OF TECHNOLOGY
OVERLOOK E.S.
11
49
10
695
9
8A
16
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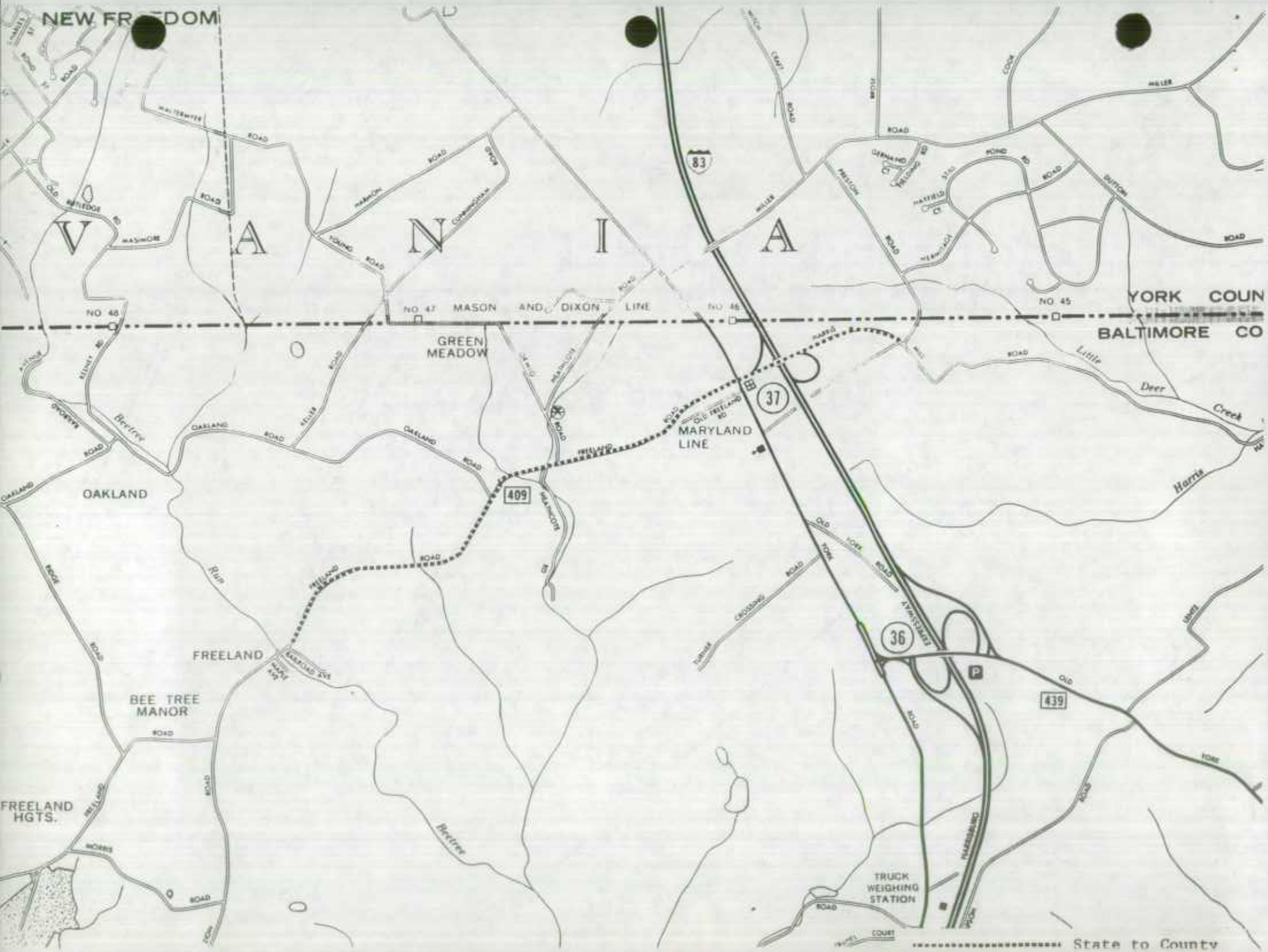
8
7
168
295
969
1


NEW FREEDOM
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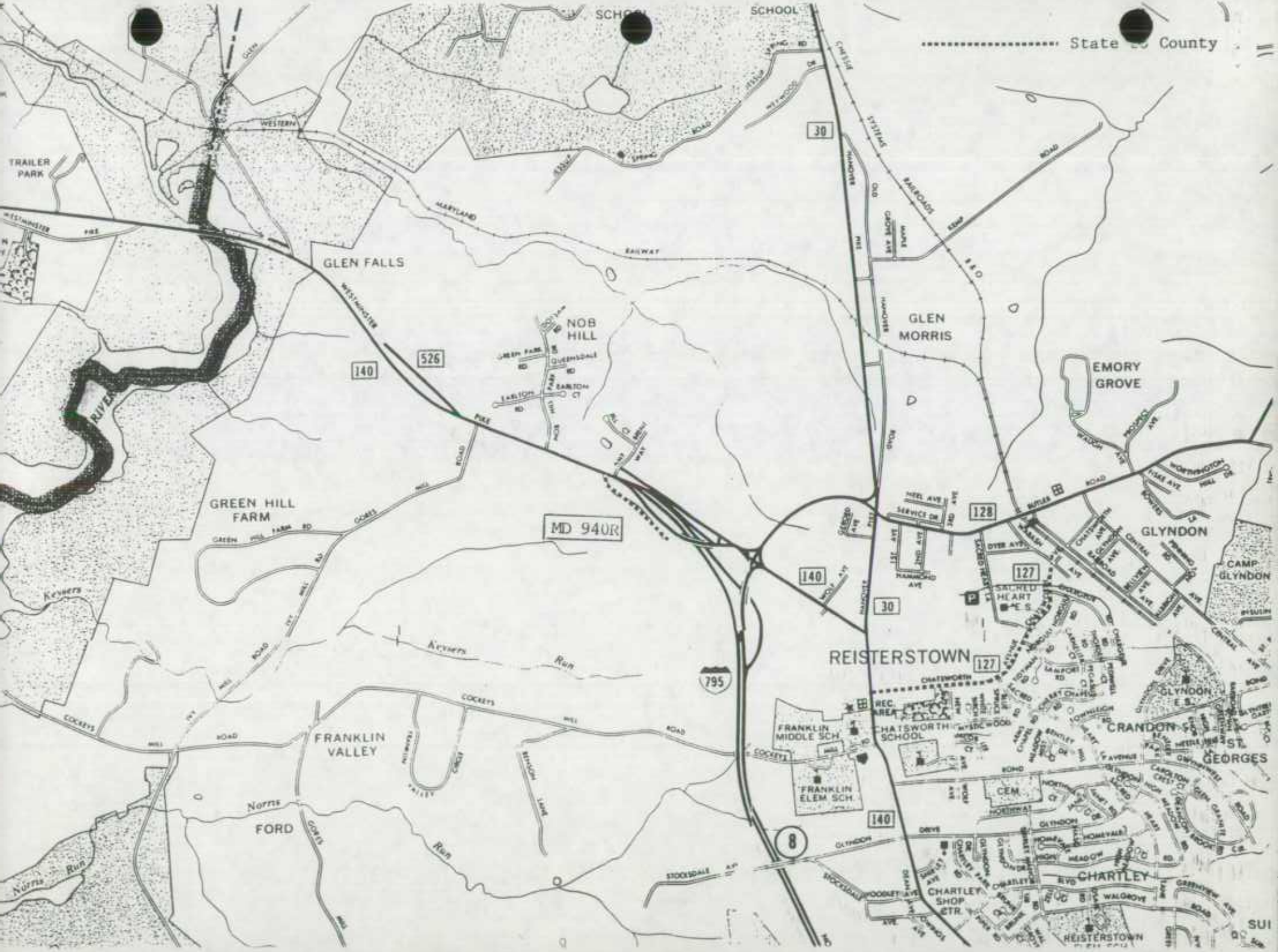
NO 48
NO 47
MASON AND DIXON LINE
NO 46
NO 45
YORK COUN
BALTIMORE CO
GREEN MEADOW
MARYLAND LINE
OAKLAND
FREELAND
BEE TREE MANOR
FREELAND HGTS.
TRUCK WEIGHING STATION
Little Deer Creek
Harris
Beetree
Run
83
37
36
409
439
State to County


State & County
SCHOOL
SCHOOL
TRAILER PARK
WESTERN
GLEN FALLS
NOB HILL
GLEN MORRIS
EMORY GROVE
GREEN HILL FARM
MD 940R
GLYNDON
CAMP GLYNDON
REISTERSTOWN
SACRED HEART E.S.
GLYNDON E.S.
CRANDON
ST. GEORGES
FRANKLIN VALLEY
FRANKLIN MIDDLE SCH.
CHATSWORTH SCHOOL
FRANKLIN ELEM SCH.
CEM.
CHARTLEY
CHARTLEY SHOP CTR.
FORD
Keyners Run
Norris Run
RIVER
30
140
526
128
127
795
8

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
FRIDAY, JULY 29, 1988
* * *

Administrator Kassoff executed the following road conveyance deed dated July 29, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to the approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Baltimore County, Md.	Old Court Rd. from 0.03 Mi. W. of Streamwood Drive to 0.10 Mi. W. of Greenwood Rd. (including structure #3275 over the Gwynns Falls & the Metro line) - a total distance of 0.59± Mi. File No. 72360-D.	Road transfer agreement dated July 26, 1984.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. C. R. Olsen
Mr. R. B. Deyo
Mr. J. T. Neukam
SHA-Baltimore County File
Secretary's File

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
WEDNESDAY, JULY 27, 1988
* * *

Administrator Kassoff executed the following road conveyance deed dated July 27, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to the approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Baltimore County, Md.	Md. Rte. 401 (Stringtown Rd.) from Md. Rte. 25 (Falls Rd.) to Yeoho Rd. (Co. #151), a total distance of 2.13± miles - File No. 72360-G.	Road transfer agreement dated August 12, 1985.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. C. R. Olsen
Mr. D. E. Hambsch
Mr. J. T. Neukam
Secretary's File
SHA-Baltimore County File

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
WEDNESDAY, JULY 27, 1988
* * *

Administrator Kassoff executed the following road conveyance deed dated July 27, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to the approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Baltimore County, Md.	Md. Rte. 890 (Slade Ave.) from Md. Rte. 140 (Reisterstown Rd.) to Western Maryland Ave. (Co. #1744), a total distance of 0.40± mile - File No. 72360-E.	Road transfer agreement dated March 19, 1985.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. C. R. Olsen
Mr. D. E. Hambsch
Mr. J. T. Neukam
SHA Secretary's File
SHA-Baltimore County File

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
MONDAY, APRIL 11, 1988
* * *

Administrator Kassoff executed the following deed dated April 11, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works, unto the grantees named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Mary R. Smith & Phillip L. Jahnigan	.018 sq. ft. excess land located on ES of Md. Rte. 648 (Old Annapolis Rd.) at its intersection with Ohio Ave. in Baltimore County; former roadbed of Md. Rte. 648, Item 75173-A, Proj. B-491-301-477.	Option Agreement.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. J. F. Mahorney (2)
Mr. C. R. Olsen
Mr. J. T. Neukam
Mr. R. A. Conway
Secretary's File
Project B-491-301-477

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

October 29, 1987

Director Pedersen, Office of Plannning and Preliminary Engineering has approved the following route designation, effective upon the completion of construction under SHA Contracts AA-220-502-572 and B-547-501-472:

B547-502-472

new

I-195 from road end at the Baltimore-Washington International Airport north to I-95, a total distance of 4.66± miles. *

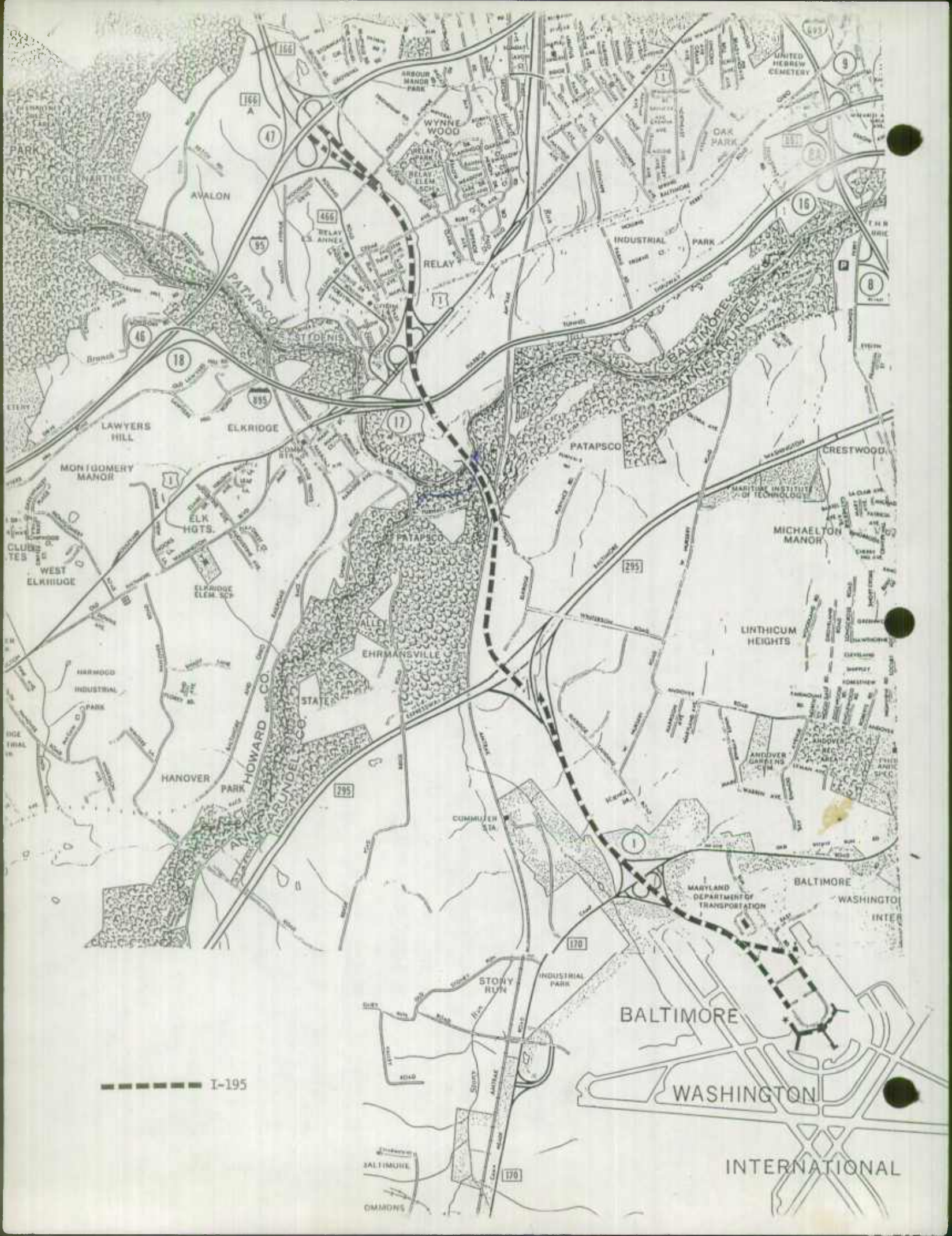
old

A map segment indicating the above route designation is attached. The existing designation for MD 46 from the Baltimore-Washington International Airport to MD 295 (Baltimore-Washington Parkway) is removed as part of this action. In addition, existing MD 166 in Baltimore County, formerly beginning at US Route 1, will now begin at the structure in the center of the I-195/I-95 interchange.

ATL:ELD

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. E. H. Meehan
Mr. R. E. Hutzler
Mr. E. L. Hodshon
Mr. P. D. Armstrong
Mr. C. R. Olsen
Mr. J. Kelly
Mr. A. E. Ault
Mr. G. B. Ewers
Mr. R. J. Finck
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. L. Brocato
Mr. E. Chambers
Mr. L. Ege
Mr. D. A. Bochenek
Secretary's File
Mr. M. R. Baxter
Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Mills
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith
Mr. D. Wiles

* Interstate funds accredit 4.93 miles (see PR511), to IS 195. For this purpose, Interstate limits shall end at intersection of ramp H8 of IS 95. This memo is for designation purposes only.


AVALON
WYNNE WOOD
OAK PARK
INDUSTRIAL PARK
RELAY
PATAPSCO
ST DENIS
LAWYERS HILL
ELKRIDGE
MONTGOMERY MANOR
ELK HGTS.
WEST ELKRIDGE
PATAPSCO
CRESTWOOD
MICHAELTON MANOR
LINTHICUM HEIGHTS
EHRMANSVILLE
HANOVER
PARK
HOWARD CO.
ANNE ARUNDEL CO.
BALTIMORE
ANNE ARUNDEL
MARYLAND DEPARTMENT OF TRANSPORTATION
BALTIMORE
WASHINGTON
INTERNATIONAL
STONY RUN
INDUSTRIAL PARK
I-195

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, OCTOBER 29, 1987
* * *

Administrator Kassoff executed the following road transfer deed dated October 29, 1987, previously approved as to form and legal sufficiency by the Office of Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Baltimore County	MD Rte. 20D - MD rte. 718 (Sparrows Point RD) to the end of SHA Maintenance at Penwood Ave., - File 72360-I.	Road Transfer (Memorandum dated 12/18/85) Co 5677

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. C. R. Olsen
Mr. R. B. Deyo
Mr. T. J. Neukam
Secretary's File
Baltimore County File

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, OCTOBER 29, 1987
* * *

Administrator Kassoff executed the following road transfer deed dated October 29, 1987, previously approved as to form and legal sufficiency by the Office of Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Baltimore County	C06771 C06773 C06770 C06772 MD Rte. 30A from MD Rte. 30 (Hanover Pike) to MD Rte. 668A, MD Rte. 30B from MD Rte. 30 (Hanover Pike) to MD Rte. 668B, MD Rte. 668A (Old Hanover RD) from MD Rte. 30 (Hanover Pike) to the RD end S. of the WMRR and MD Rte. 668B(Old Hanover RD) from the RD end N. of the WMRR to MD Rte. 30 (Hanover Pike) - File 72360-B - Proj. B-108-002-421.	Road Transfer (Memorandum dated May 17, 1985)

Copy: Mr. J. A. Agro, JR.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. C. R. Olsen
Mr. R. B. Deyo
Mr. T. J. Neukam
Secretary's File
Proj. B-108-002-421

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

July 9, 1987

Director Pedersen, Office of Plannning and Preliminary Engineering executed a road transfer agreement dated July 9, 1987, between the State Highway Administration and Baltimore County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Baltimore County

Part of Co 225 MD 940A (Painters Mill Road) from ± 0.28 miles north of I-795 southerly to ± 0.17 miles south of I-795, including the bridge #3320 carrying Painters Mill Road over Red Run, a total distance of ± 0.45 miles.

Part of Co 562 MD 940B (Pleasant Hill Road) from ± 0.09 miles south of I-795 to ± 0.04 miles north of Tollgate Road, excluding bridge #3332 carrying Pleasant Hill Road over I-795, a total distance of ± 0.16 miles.

Part of Co 564 MD 940C (Tollgate Road) from MD 940B (Pleasant Hill Road) easterly for a distance of ± 0.03 miles.

Part of Co 553 MD 940E (W. Cherry Hill Road) cul-de-sac north of Church Road, a total distance of ± 0.01 miles.

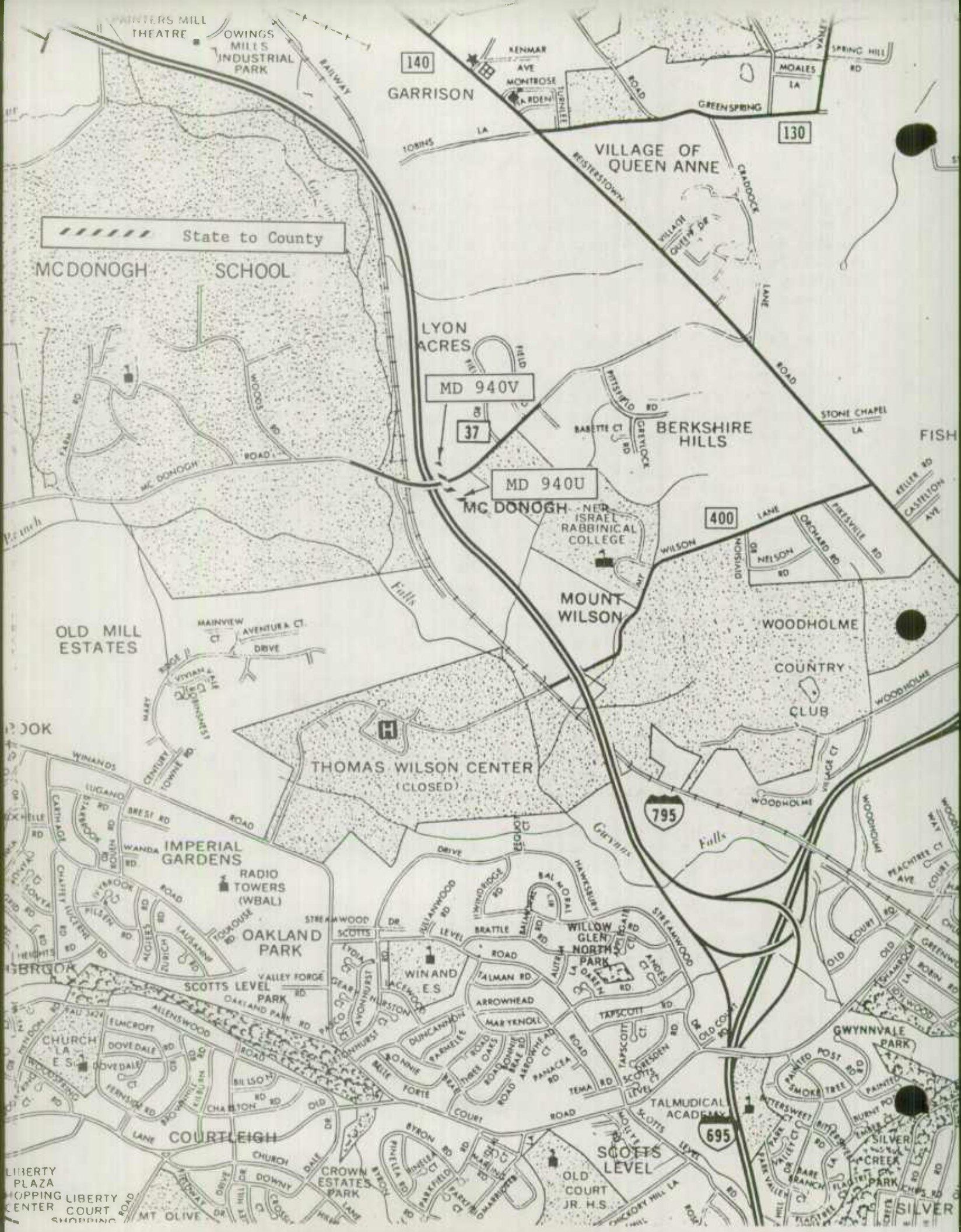
Part of Co 543 MD 940K (Church Road) from ± 0.05 miles east of Black Forest Road to ± 0.30 miles west of Delight Meadows Road, a total distance of ± 0.07 miles.

Part of Co 678 MD 940L (Franklin Boulevard) from MD 940K (Church Road) northerly to Tarragon Road, for a total distance of ± ~~0.03~~ 0.83 miles. as per Transfer Agreement

Part of Co 672 MD 940M (Nicodemus Road) from MD 940L (Franklin Blvd.) northerly to ± 0.15 miles south of Beau Mondes Court, a distance of ± 0.30 miles.

Part of Co 503 MD 940N (Berryman's Lane) from ± 0.44 miles east of Nicodemus Road to ± 0.35 miles west of MD 140, excluding the bridge #3335 carrying Berryman's Lane over I-795, a total distance of ± 0.16 miles.

Part of Co 504 MD 940P (Stocksdale Avenue) from ± 0.06 miles west of I-795 to ± 0.23 miles east of I-795, excluding the bridge #3336 carrying Stocksdale Avenue over I-795, a total distance of ± 0.26 miles.


WINTERS MILL THEATRE
OWINGS MILLS INDUSTRIAL PARK
140
GARRISON
KENMAR AVE
MONTROSE GARDEN
GREENSPRING
MOALES LA
SPRING HILL RD
130
VILLAGE OF QUEEN ANNE
REISTERSTOWN ROAD
CADDOCK LANE
State to County
MCDONOGH SCHOOL
LYON ACRES
MD 940V
37
MD 940U
BERKSHIRE HILLS
STONE CHAPEL LA
FISH
MC DONOGH
NEW ISRAEL RABBINICAL COLLEGE
400
MOUNT WILSON
WOODHOLME COUNTRY CLUB
OLD MILL ESTATES
THOMAS WILSON CENTER (CLOSED)
795
IMPERIAL GARDENS
RADIO TOWERS (WBAL)
OAKLAND PARK
SCOTTS LEVEL PARK
WINAND E.S
WILLOW GLEN NORTHS PARK
CHURCH LA E.S.
COURTLEIGH
CROWN ESTATES PARK
OLD COURT JR. H.S.
SCOTTS LEVEL
TALMUDICAL ACADEMY
695
GWYNNVALE PARK
SILVER CREEK PARK
LIBERTY PLAZA SHOPPING CENTER
LIBERTY COURT SHOPPING
MT OLIVE

Part of Co 499 MD 940Q (Cockeys Mill Road) from ± 0.06 miles west of I-795 to ± 0.11 miles east of I-795, a total distance of ± 0.17 miles.

Co 6870 MD 940T (Amy Brent Service Road) from Amy Brent Way southerly to road end, a total distance of ± 0.46 miles.

Co 6871 MD 940U (Purdy Lane) from MD 37 southerly to end of maintenance, a distance of ± 0.09 miles.

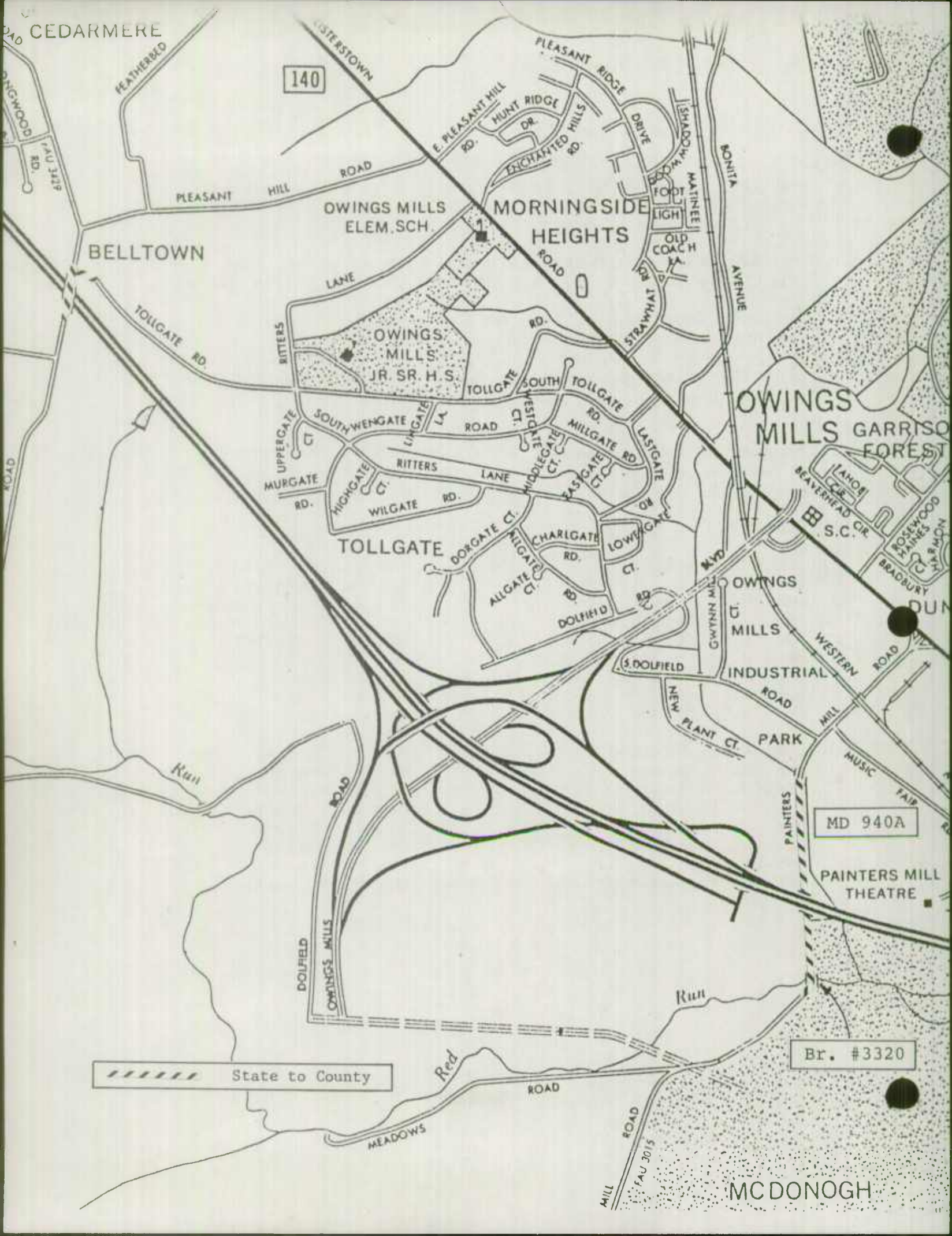
Co 6872 MD 940V (Timothy Lane) from MD 37 northerly to road end, a distance of ± 0.09 miles.

Said agreement had previously been executed by the County Executive for Baltimore County and approved as to form and legal sufficiency by Assistant Attorney General Jean Colburn.

ATL:ELD

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. C. Olsen
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. A. E. Ault
Mr. L. Brocato
Mr. E. Chambers
Mr. L. Ege
Mr. D. A. Bochenek

Secretary's File
Mr. M. R. Baxter
Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. E. Kelly
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K Oelmann
Mr. W. R. Smith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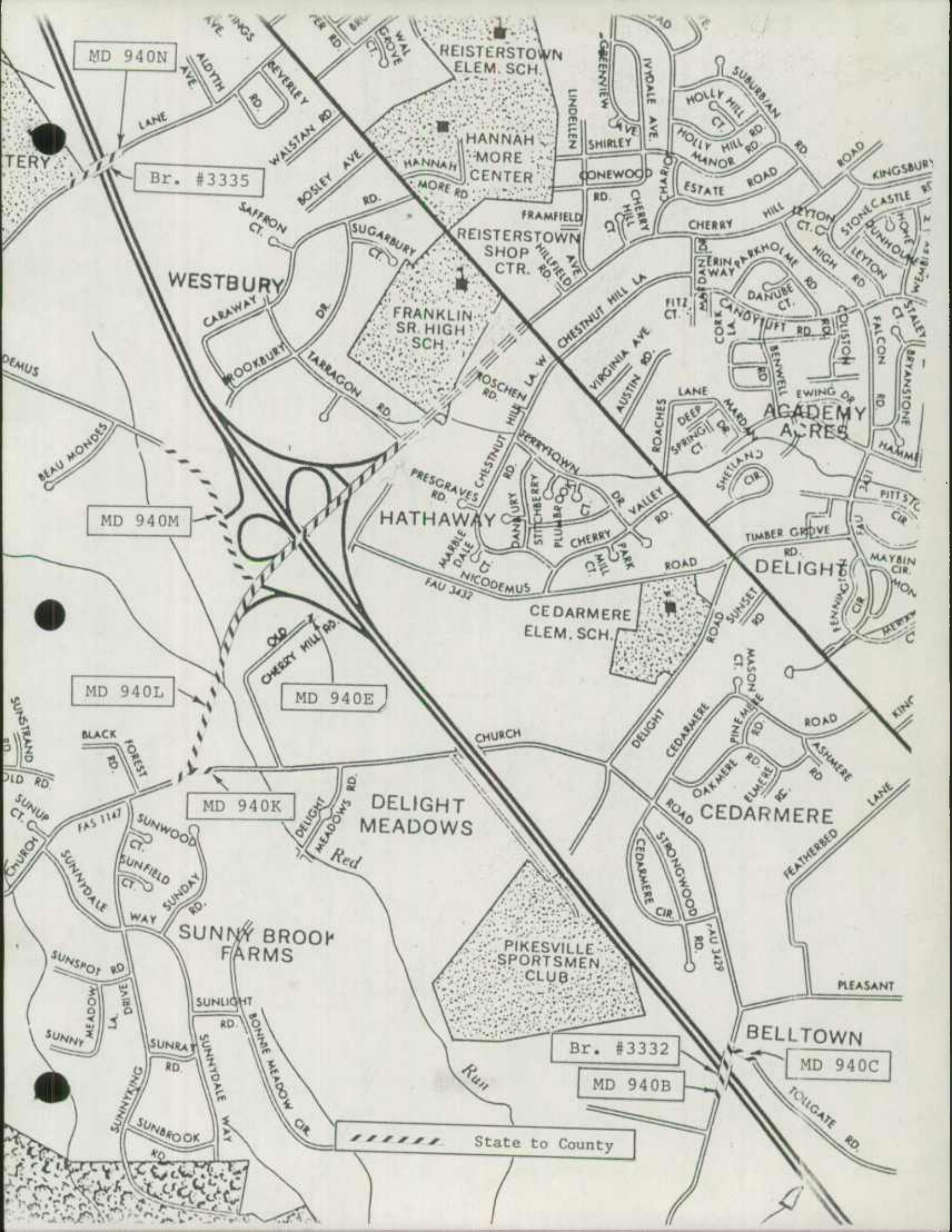
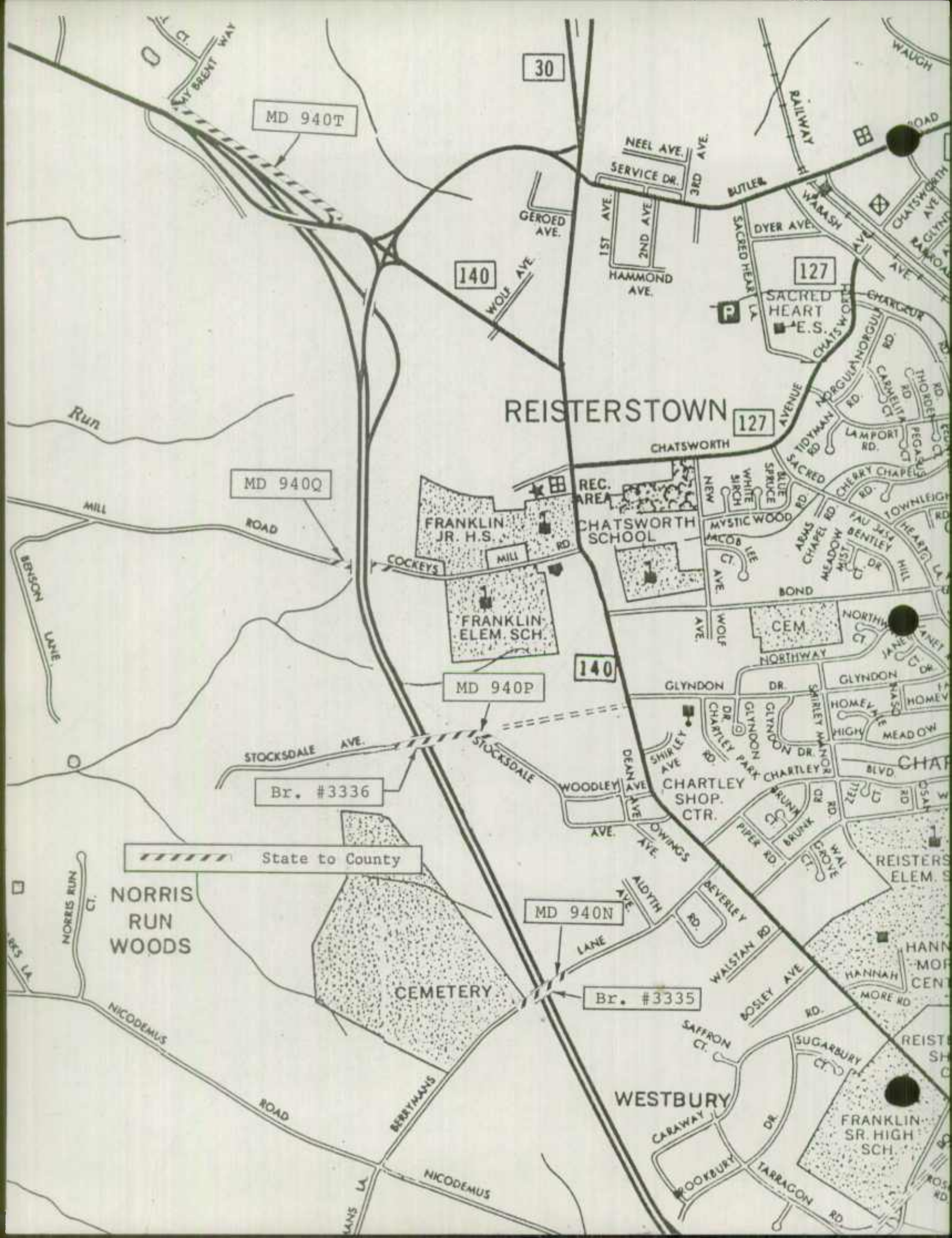
140
FEATHERBED
PLEASANT RIDGE
E. PLEASANT HILL RD.
HUNT RIDGE DR.
ENCHANTED HILLS RD.
DRIVE
SHADOWMOOR
MATINEE
FOOT LIGHT
OLD COACH RD.
BONITA AVENUE
PLEASANT HILL ROAD
OWINGS MILLS ELEM. SCH.
MORNINGSIDE HEIGHTS
BELLTOWN
LANE
TOLLGATE RD.
STRAWHAT RD.
RITTERS
OWINGS MILLS JR. SR. H.S.
TOLLGATE RD.
SOUTH TOLLGATE RD.
OWINGS MILLS
GARRISON FOREST
UPPERGATE CT.
SOUTHWENGATE LA.
LINGATE ROAD
WESTGATE CT.
MIDDLEGATE CT.
MILLGATE RD.
LASTGATE RD.
EASTGATE CT.
MURGATE RD.
HIGHGATE CT.
RITTERS LANE
WILGATE RD.
TOLLGATE
DORGATE CT.
WILGATE CT.
CHARLGATE RD.
LOWEGATE CT.
ALLGATE CT.
DOLFIELD RD.
LAHOB CIR.
BEAVERHEAD CIR.
S.C.
ROSEWOOD HAINES CT.
HARMON
BRADBURY
OWINGS MILLS BLVD.
GWYNN MILL CT.
WESTERN ROAD
S. DOLFIELD
INDUSTRIAL ROAD
NEW PLANT CT.
PARK MILL
MUSIC FAIR
PAINTERS
MD 940A
PAINTERS MILL THEATRE
Run
DOLFIELD ROAD
OWINGS MILLS
Red Run
Br. #3320
State to County
ROAD
MEADOWS
MILL ROAD
FAU 3015
MCDONOGH


MD 940N
Br. #3335
MD 940M
MD 940L
MD 940E
MD 940K
Br. #3332
MD 940B
MD 940C
State to County
REISTERSTOWN ELEM. SCH.
HANNAH MORE CENTER
REISTERSTOWN SHOP CTR.
FRANKLIN SR. HIGH SCH.
WESTBURY
HATHAWAY
ACADEMY ACRES
DELIGHT
CEDARMERE ELEM. SCH.
DELIGHT MEADOWS
CEDARMERE
SUNNY BROOK FARMS
PIKESVILLE SPORTSMEN CLUB
BELLTOWN
Red Run
ALDITH AVE.
REVERLEY RD.
WALSTAN RD.
BOSLEY AVE.
SAFFRON CT.
SUGARBURY CT.
CARAWAY DR.
BROOKBURY
TARRAGON RD.
BEAU MONDES
DEMUS
ROSCHEN RD.
CHESTNUT HILL LA.
VIRGINIA AVE.
AUSTIN RD.
PRESGRAVES RD.
CHESTNUT HILL RD.
JERRYTOWN RD.
VALLEY RD.
CHERRY HILL CT.
PARK MILL CT.
MARBLE DALE CT.
NICODEMUS ROAD
FAU 3432
OLD CHERRY HILL RD.
BLACK FOREST RD.
CHURCH ROAD
DELIGHT MEADOWS RD.
SUNSTRAND RD.
SUNUP CT.
FAS 1147
SUNWOOD CT.
SUNFIELD CT.
SUNNYDALE WAY
SUNDAY RD.
SUNSPOT RD.
SUNNY MEADOW LA.
SUNLIGHT RD.
SUNRAY RD.
SUNNYKING DRIVE
SUNBROOK RD.
BONNIE MEADOW CIR.
SUNNYDALE WAY
CEDARMERE CIR.
STRONGWOOD RD.
FAU 3429
FEATHERBED LANE
PLEASANT
TOLLGATE RD.
GREENVIEW AVE.
LINDELLEN
IVYDALE AVE.
SHIRLEY AVE.
CONEWOOD RD.
FRAMFIELD
CHERRY HILL CT.
HILLFIELD RD.
HOLLY HILL CT.
HOLLY HILL RD.
SUBURBAN RD.
MANOR RD.
ESTATE ROAD
CHARIOT
CHERRY HILL RD.
LEYTON CT.
STONECASTLE RD.
KINGSBURY ROAD
DUNHOLME
LEYTON
HIGH RD.
PARKHOLME RD.
ZERINWAY
DANUBE CT.
CANDY LA.
CORK LA.
FITZ CT.
COLISTON RD.
BENWELL RD.
EWING DR.
FALCON RD.
BRYANSTONE
STALEY
ROACHES LANE
DEEP SPRING CT.
SHETLAND CIR.
TIMBER GROVE RD.
PITTSTON CIR.
MAYBINN CIR.
FENNINGTON CIR.
SUNSET RD.
MASONVILLE CT.
PINEMERE RD.
OAKMERE RD.
ELMERE RD.
ASHMERE RD.
DELIGHT ROAD
CEDARMERE ROAD
HAMME


MD 940T
30
NEEL AVE.
SERVICE DR.
3RD AVE.
BUTLER
RAILWAY
WAUGH
GEROED AVE.
1ST AVE.
2ND AVE.
HAMMOND AVE.
SACRED HEART LA.
DYER AVE.
WABASH
140
WOLF AVE
127
SACRED HEART E.S.
CHARGEUR
REISTERSTOWN
127
CHATSWORTH
AVENUE
MORGULF
TIDYMAN RD.
LAMPORT RD.
CARMELITA CT.
THORDEN RD.
CHERRY CHAPEL RD.
TOWNLEIGH
MD 940Q
MILL
ROAD
REC. AREA
FRANKLIN JR. H.S.
CHATSWORTH SCHOOL
NEW
WHITE BIRCH
BLUE SPRUCE
MYSTIC WOOD
JACOB
LEE
ARMS CHAPEL RD.
MEADOW MIST CT.
BENTLEY
HILL
COCKEYS
MILL
RD.
FRANKLIN ELEM. SCH.
BONDS
WOLF AVE.
CEM.
NORTHWAY
140
MD 940P
GLYNDON
DR.
GLYNDON
HOMEVALE
HIGH
MEADOW
STOCKSDALE AVE.
STOCKSDALE
WOODLEY
DEAN AVE.
SHIRLEY AVE
CHARTLEY PARK
CHARTLEY
BLVD.
CHARTLEY SHOP. CTR.
Br. #3336
OWINGS
AVE.
PIPER RD.
BRUNK
WALGROVE CT.
REISTERS ELEM. S
State to County
NORRIS RUN WOODS
NORRIS RUN CT.
ALDYTH AVE.
BEVERLEY RD.
MD 940N
LANE
WALSTAN RD.
CEMETERY
Br. #3335
HANNAH MORE RD.
HANNAH MOR CEN
BOSLEY AVE.
RD.
SAFFRON CT.
SUGARBURY CT.
NICODEMUS
ROAD
BERRYMANS
WESTBURY
CARAWAY
DR.
FRANKLIN SR. HIGH SCH.
BROOKBURY
TARRAGON RD.
NICODEMUS
REIST SH

THIS AGREEMENT, made this 9th day of July, 1987, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County", party of the second part.

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over, and responsibility for, the maintenance of any State highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over, and reponsibility for, the maintenance of any county or municipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland.

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the Highway Administration does hereby transfer unto the County, and the County does hereby accept from the Highway Administration, jurisdiction over, and responsibility for, the maintenance of the following described sections of State highway for maintenance purposes as part of the County highway system:

MD 940A (Painters Mill Road) from ± 0.28 miles north of I-795 southerly to ± 0.17 miles south of I-795, including the bridge #3320 carrying Painters Mill Road over Red Run, a total distance of ± 0.45 miles.

MD 940B (Pleasant Hill Road) from ± 0.09 miles south of I-795 to ± 0.04 miles north of Tollgate Road excluding bridge #3332 carrying Pleasant Hill Road over I-795, a total distance of ± 0.16 miles.

MD 940C (Tollgate Road) from MD 940B (Pleasant Hill Road) easterly for a distance of ± 0.03 miles.

MD 940E (W. Cherry Hill Road) cul-de-sac north of Church Road, a distance of ± 0.01 miles.

MD 940K (Church Road) from ± 0.05 miles east of Black Forest Road to ± 0.30 miles west of Delight Meadows Road, a total distance of ± 0.07 miles.

MD 940L (Franklin Boulevard) from MD 940K (Church Road) northerly to Tarragon Road, for a total distance of ± 0.83 miles.

MD 940M (Nicodemus Road) from MD 940L (Franklin Boulevard) northerly to ± 0.15 south of Beau Mondes Court, a distance of ± 0.30 miles.

MD 940N (Berryman's Lane) from ± 0.44 miles east of Nicodemus Road to ± 0.35 miles west of MD 140, excluding the bridge #3335 carrying Berryman's Lane over I-795, a total distance of ± 0.16 miles.

MD 940P (Stocksdale Avenue) from ± 0.06 miles west of I-795 to ± 0.23 miles east of I-795, excluding the bridge #3336 carrying Stocksdale Avenue over I-795, a total distance of ± 0.26 miles.

MD 940Q (Cockeys Mill Road) from ± 0.06 miles west of I-795 to ± 0.11 miles east of I-795, a total distance of ± 0.17 miles.

MD 940T (Amy Brent Service Road) from Amy Brent Way southerly to road end, a total distance of ± 0.46 miles.

MD 940U (Purdy Lane) from MD 37 southerly to end of maintenance, a distance of ± 0.09 miles.

MD 940V (Timothy Lane) from MD 37 northerly to road end, a distance of ± 0.09 miles.

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

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

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

3. The basis for the allocation of funds will include the additional ± 3.08 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said roads is made on an as-is basis which pertains to the existing rights-of-way and the existing condition of the roads involved including all appurtenances, with the exception of the bridge (#3332) carrying Pleasant Hill Road over I-795, the bridge (#3335) carrying Berrymans Lane over I-795, and the bridge (#3336) carrying Stocksdale Road over I-795.

5. The County will perform at its sole expense all minor surface repairs, lane striping, and snow removal on the bridges set forth in Item #4 above.

6. The bridges set forth in Item #4 above will remain under the jurisdiction of the Highway Administration.

7. The County accepts jurisdiction over, and responsibility for, the maintenance of said roads as of the effective date of transfer as set forth in Item #1 above.

IT IS FURTHER UNDERSTOOD AND AGREED that the Highway Administration will hereafter prepare a deed of conveyance for the above described sections of State contructed highway to the County, subject to the approval of the Board of Public Works of Maryland.

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

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

John T. Mulcare
Chief, Bureau of Highway Statistics

WITNESS:

Dorothy D. Dulak

By: Neil J. Pedersen for 7/7/87
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 5th day of February, 1987.

Jean Collins
Assistant Attorney General

BALTIMORE COUNTY, MARYLAND

RECOMMENDED FOR APPROVAL:

Director of Public Works

WITNESS:

Robert M. Infussi
Executive Secretary
Robert M. Infussi, Sr.

By: Dennis F. Rasmussen
County Executive
Dennis F. Rasmussen

Approved as to form and legal sufficiency this 27th day of MAY, 1987.

L Paul Smyth Jr.
County Solicitor

40519

Maryland Department of Transportation

State Highway Administration

William K. Hellmann
Secretary

Hal Kassoff
Administrator

PLEASE REPLY TO:
DISTRICT RIGHT OF WAY OFFICE 4
2323 WEST JOPPA ROAD
BROOKLANDVILLE, MARYLAND 21022

April 27, 1987

* MD 940-R Transferred To Baltimore Co, MOA 2-15-89
Now Co 7118, Mitchell DR.

MEMORANDUM

TO: Mr. Allen Ault
Assistant Metropolitan District Engineer
Maintenance

G J Horvath Jr.

FROM: George J. Horvath, Jr. Assistant Chief
Right-of-Way District 4

SUBJECT: MD 940-D
MD 940-R

This is a follow up to our verbal conversation on transfer of roads to Baltimore County.

Maryland 940-D is the entrance to Pikesville Sportsman's Club and is transferred to them as part of a R/W agreement. Maryland 940-R is the entrance to Tom Mitchell's Golf Range and serves three properties. Since Baltimore County will not accept this road, we will have to continue to maintain it. You may note that Baltimore County required the State to build this road to their standards and place fire hydrants along the road.

If you need any further information, please do not hesitate to contact me.

GJH:sa

cc: Dave Muser (MD 940-D)

My telephone number is 321-3402
Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

Maryland Department of Transportation

State Highway Administration

William K. Hellmann
Secretary

Hal Kassoff
Administrator

April 15, 1987

Paul Becker —
FYI - Md 771D no longer a state road. We have deed and plat if you need.
Ed Davis

MEMORANDUM

TO: Mr. John Neukam, Chief
Bureau of Highway Statistics

FROM: Kurt Oelmann, Chief
Special Acquisition Section

BY: Robert B. Deyo
Right-of-Way Agent

RE: Road Transfer
Maryland 771D from Maryland 144 to road end at the Patapsco River in Baltimore County, a distance of 0.16 miles
Item - 72360

Attached is a copy of your memorandum of March 29, 1985 requesting a "quit claim" deed conveying the captioned Maryland Route 771D to Baltimore County.

Subsequent investigation reveals this section was conveyed by deed dated March 6, 1962 to D.C.A. Food Industries, Inc. Field inspection reveals the subject now serves as a parking lot for Wilkins-Rogers, Inc. which purchased the property from D.C.A. in 1965.

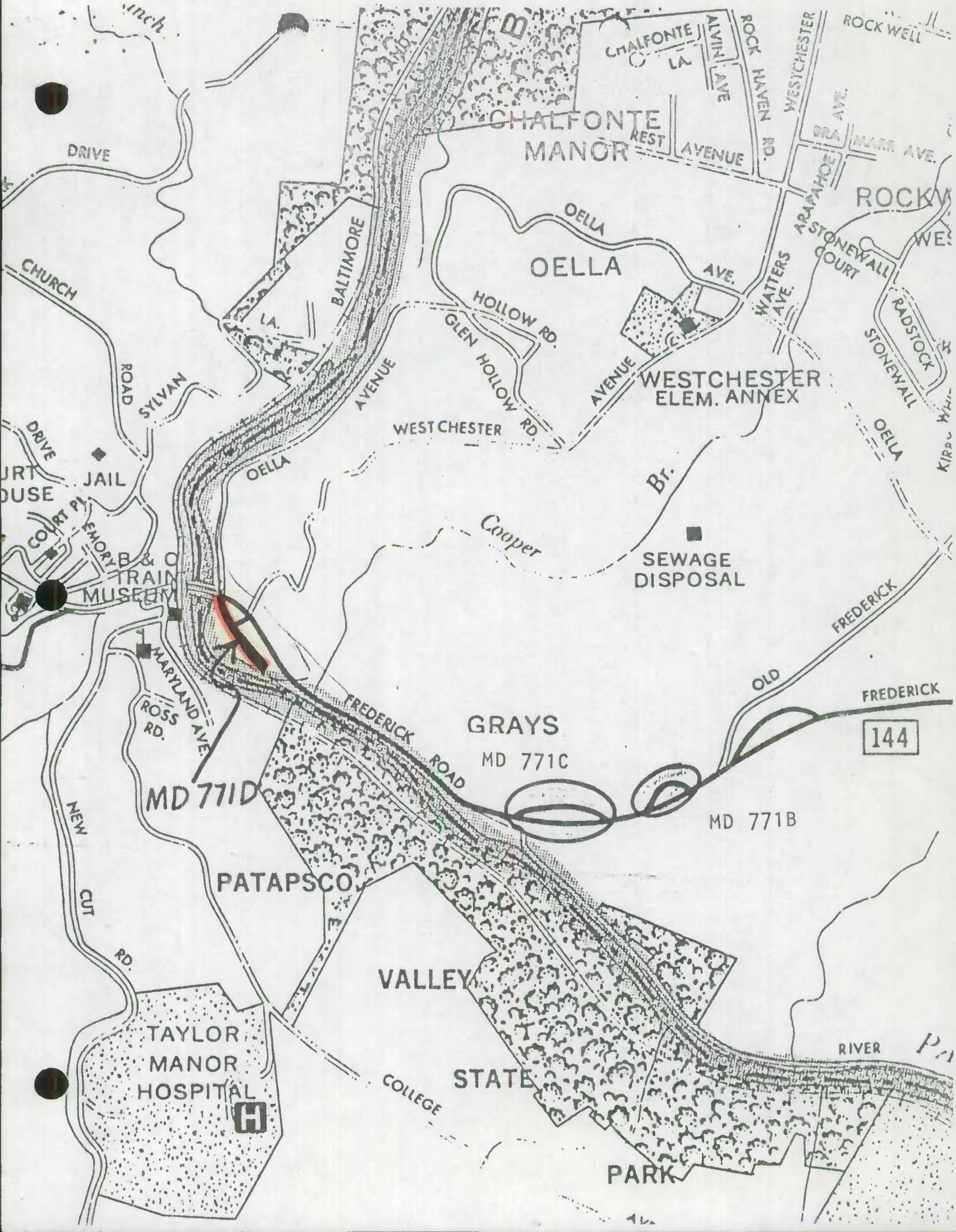
Supporting data attached.

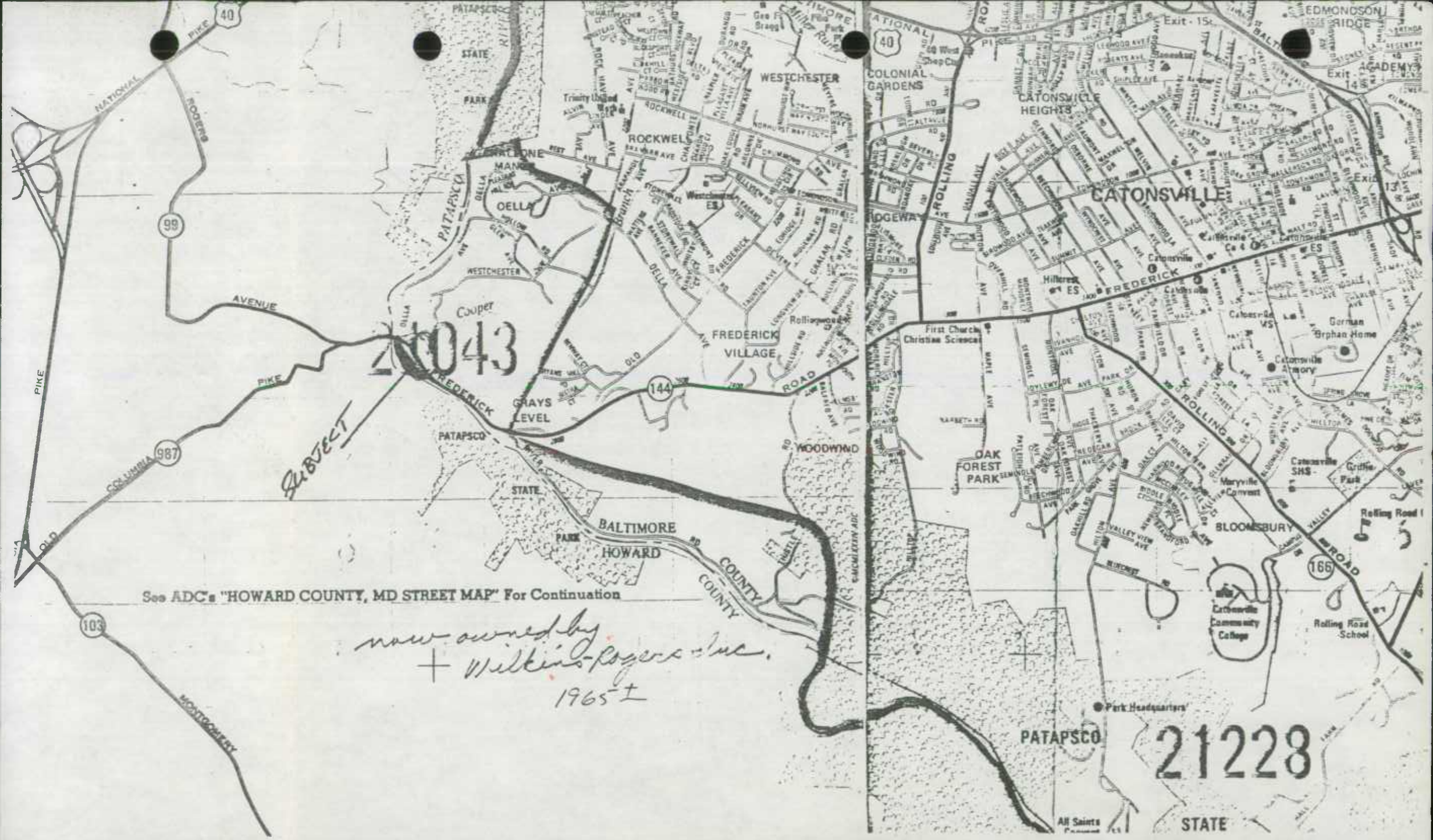
With this memorandum, this office is closing our file on this subject.

KO/RBD/ee
Attachments
cc: Mr. Tresselt
Mr. Olsen

RECEIVED
APR 16 1987
BUREAU OF HIGHWAY STATISTICS

My telephone number is 1631
Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717


CHALFONTE
LA.
ALVIN AVE
ROCK HAVEN RD.
WESTCHESTER
ROCK WELL
CHALFONTE MANOR
REST
AVENUE
BRA
AVE.
MARR AVE.
DRIVE
ARAPAHOE
ROCKW
OELLA
OELLA
AVE.
STONEWALL COURT
WATTERS AVE.
BALTIMORE
CHURCH
LA.
HOLLOW RD.
GLEN HOLLOW RD.
RADSTOCK
STONEWALL
ROAD
SYLVAN
AVENUE
AVENUE
WESTCHESTER ELEM. ANNEX
WESTCHESTER
OELLA
DRIVE
JAIL
OELLA
Br.
Cooper
COURT PL.
EMORY
B & O TRAIN MUSEUM
SEWAGE DISPOSAL
FREDERICK
OLD
FREDERICK
144
MARYLAND AVE.
ROSS RD.
FREDERICK ROAD
GRAYS
MD 771C
MD 771D
MD 771B
NEW CUT RD.
PATAPSCO
VALLEY
TAYLOR MANOR HOSPITAL
H
STATE
COLLEGE
PARK
RIVER


PATAPSCO
STATE
PARK
WESTCHESTER
ROCKWELL
COLONIAL GARDENS
CATONSVILLE HEIGHTS
CATONSVILLE
EDMONDSON RIDGE
ACADEMY
Exit 15
Exit 14
Exit 13
NATIONAL
PIKE
ROGERS
AVENUE
PATAPSCO
DELLA
WESTCHESTER
Couper
21043
FREDERICK
GRAYS LEVEL
FREDERICK VILLAGE
ROAD
144
WOODWIND
BALTIMORE
HOWARD
COUNTY
COUNTY
SUBJECT
now owned by
+ Wilkins-Rogers Inc.
1965 ±
See ADC's "HOWARD COUNTY, MD STREET MAP" For Continuation
99
40
987
103
COLUMBIA
MONTGOMERY
OLD
ROLLING
FREDERICK
First Church Christian Science
OAK FOREST PARK
German Orphan Home
Catonsville Armory
Catonsville SHS
Griffin Park
Maryville Convent
BLOOMSBURY
Rolling Road
166
Catonsville Community College
Rolling Road School
Park Headquarters
PATAPSCO
21228
All Saints
STATE

T. Lambert

Maryland Department of Transportation

State Highway Administration

William K. Hellmann
Secretary

Hal Kassoff
Administrator

PLEASE REPLY TO:
OFFICE OF DISTRICT ENGINEER
2323 WEST JOPPA ROAD
BROOKLANDVILLE, MARYLAND 21022

October 29, 1986

RECEIVED

OCT 30 1986

BUREAU OF HIGHWAY STATISTICS

Mr. Gene L. Neff, P.E.
Acting Director
Baltimore County Department of Public Works
County Office Building
Towson, Maryland 21204

Re: Ebenezer Road
Railroad Grade Crossing
Elimination
B 175-501-472

Dear Mr. Neff:

Subsequent to your letter dated August 27, 1986, this office requested the State Highway Administration Bureau of Highway Statistics to prepare a Road Transfer Agreement for the above referenced project.

In your letter of August 27, 1986, you stated that the present agreement did not appropriately address the transfer of the bridges over AMTRAK and Eastern Avenue, the relocated Ebenezer Road, and adjustments to intersecting streets, and the construction of associated appurtenances.

The State Highway Administration Chief, Bureau of Highway Statistics has responded (copy attached) with a copy of the agreement dated July 19, 1974 signed by the appropriate county officials and does address the concerns listed in your August 27, 1986 letter. We, therefore, believe that an additional transfer agreement is not now necessary.

Should you have any questions concerning the above, you may wish to contact Allen E. Ault at 321-3468.

Sincerely,

Charles R. Olsen
Metropolitan District Engineer

Attachment

CRO:AEA:cmh

cc: Mr. John T. Neukam
Mr. Gary B. Ewers
Mr. Ron Lewis

My telephone number is 321-3461

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

Maryland Department of Transportation

State Highway Administration

William K. Hellmann
Secretary

Hal Kassoff
Administrator

October 22, 1986

MEMORANDUM

TO: Mr. Charles R. Olsen
Metropolitan District Engineer

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

SUBJECT: Transfer of Ebenezer Road

Reference is made to your memorandum of September 15, 1986 requesting this office to initiate road transfer procedures transferring Ebenezer Road to Baltimore County.

Attached is a copy of a fully executed agreement dated July 19, 1974 between the State Highway Administration and Baltimore County relative to the construction of grade eliminations at Ebenezer Road and Patapsco Avenue.

I have highlighted key areas of this agreement, specifically:

Page 1 - Description of the project, including the relocation of Ebenezer Road, the new bridges, and improvements to Harewood and Graces Quarters Roads, and similar work to Patapsco Area in Chesaco Park.

Page 2 - Right-of-way for construction was provided by the County.

Page 3 - Upon completion of the project, the County shall have ownership of the new bridge structure/approaches.

I should point out there were two supplemental agreements issued. The first was on January 7, 1981, which added the Knecht Avenue grade elimination project to the agreement. The second supplemental was on February 6, 1981, and addressed the use of railroad easements, railroad operations during construction, safety regulations, liability insurance, and other issues dealing specifically with the railroad. These supplemental agreements made reference to and incorporated the original 1974 agreement, thus keeping intact and in force the conditions therein.

The county owned the right-of-way, and the roads in question were county maintained prior to construction. The SHA undertook these projects on behalf of the county in order to qualify for Federal Funding. Except for complying with Federal Grade Crossing

My telephone number is 659-1369
Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

guidelines, the SHA had no roadway interests in these projects. That is, no State highways were affected.

Admittedly, the wording of such agreements are sometimes vague. This due, in part, by trying to address several major construction projects (often years ahead of construction) without literally suffocating in details. However, in view of the circumstances surrounding the execution of the original agreement I feel the intent was clear - relinquish to the County ownership and maintenance responsibilities for all roads, bridges, and appurtenances constructed within the scope of "the projects" once construction was complete. I do not think any further agreements are necessary.

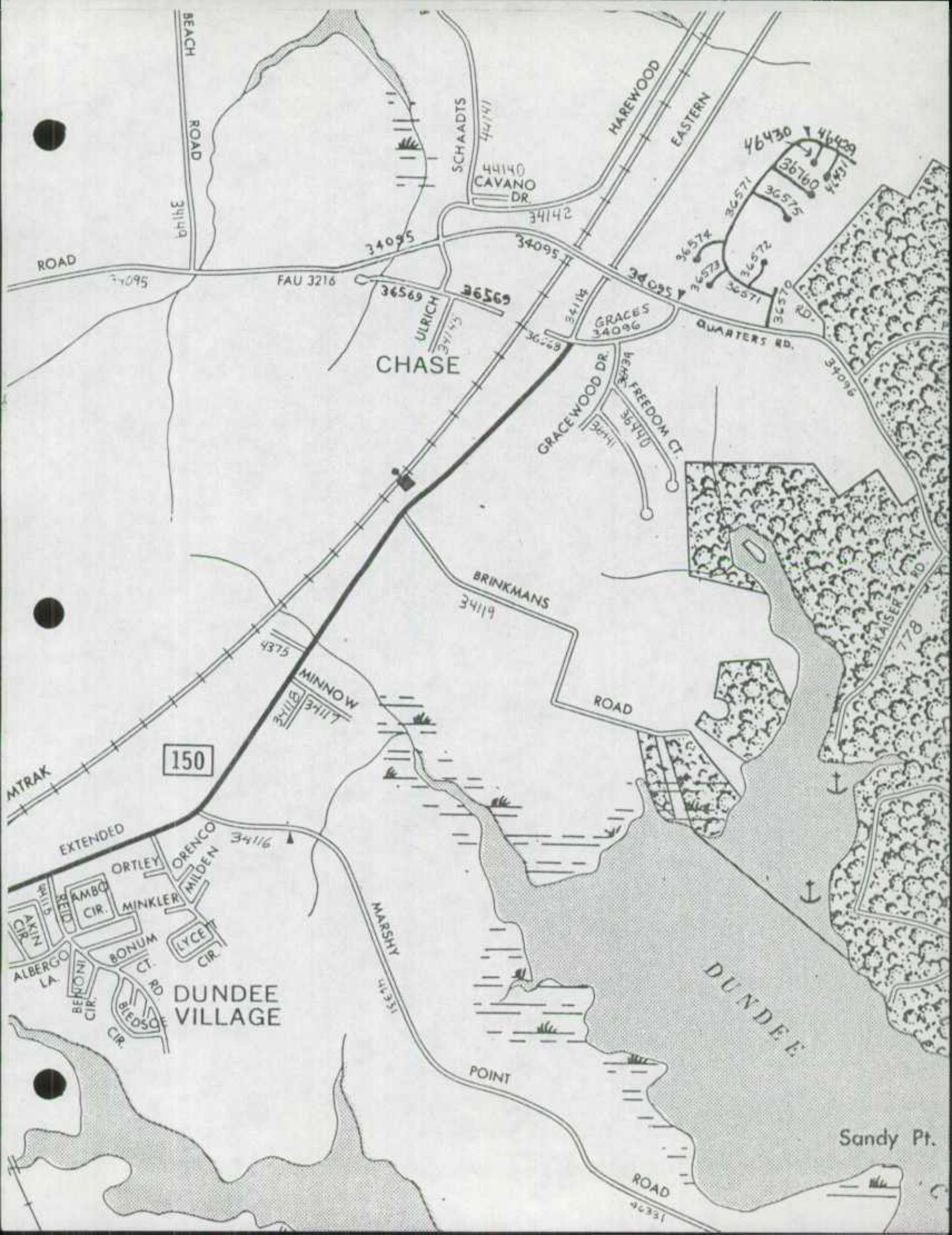
This office has revised its records as a result of the construction, and is currently crediting Baltimore County with the additional mileage for relocated Ebenezer Road and Harewood Road, as well as the old portion of Ebenezer Road which still remains. I have enclosed a map segment of the Ebenezer Road area showing the county route numbers that have been assigned.

Please relay to Baltimore County our opinion that an additional agreement is not necessary, and assure them they are receiving their proper mileage and maintenance allocations.

If you have any questions or a need for further information, please contact me.

JTN:ELD:elh

Attachments


BEACH ROAD
34149
ROAD
34095
FAU 3216
SCHAADTS
44141
44140
CAVANO DR.
34142
HAREWOOD
EASTERN
46430
46429
36760
46431
36571
36575
36574
36573
36572
36571
36570
RD.
36569
36569
ULRICH
34143
CHASE
34114
GRACES
34096
QUARTERS RD.
34096
GRACEWOOD DR.
34139
FREEDOM CT.
36440
36441
BRINKMANS
34119
ROAD
4375
MINNOW
34115
34117
150
MTRAK
EXTENDED
34116
ORTLEY
ORENCO
MILDEN
MINKLER
AMBO CIR.
REED
AKIN CIR.
BONUM CT.
LYCEE CIR.
ALBERGO LA.
BENONI CIR.
BLEDSOE CIR.
RD.
DUNDEE VILLAGE
MARSHY
46331
POINT
ROAD
46331
DUNDEE
KAISER RD.
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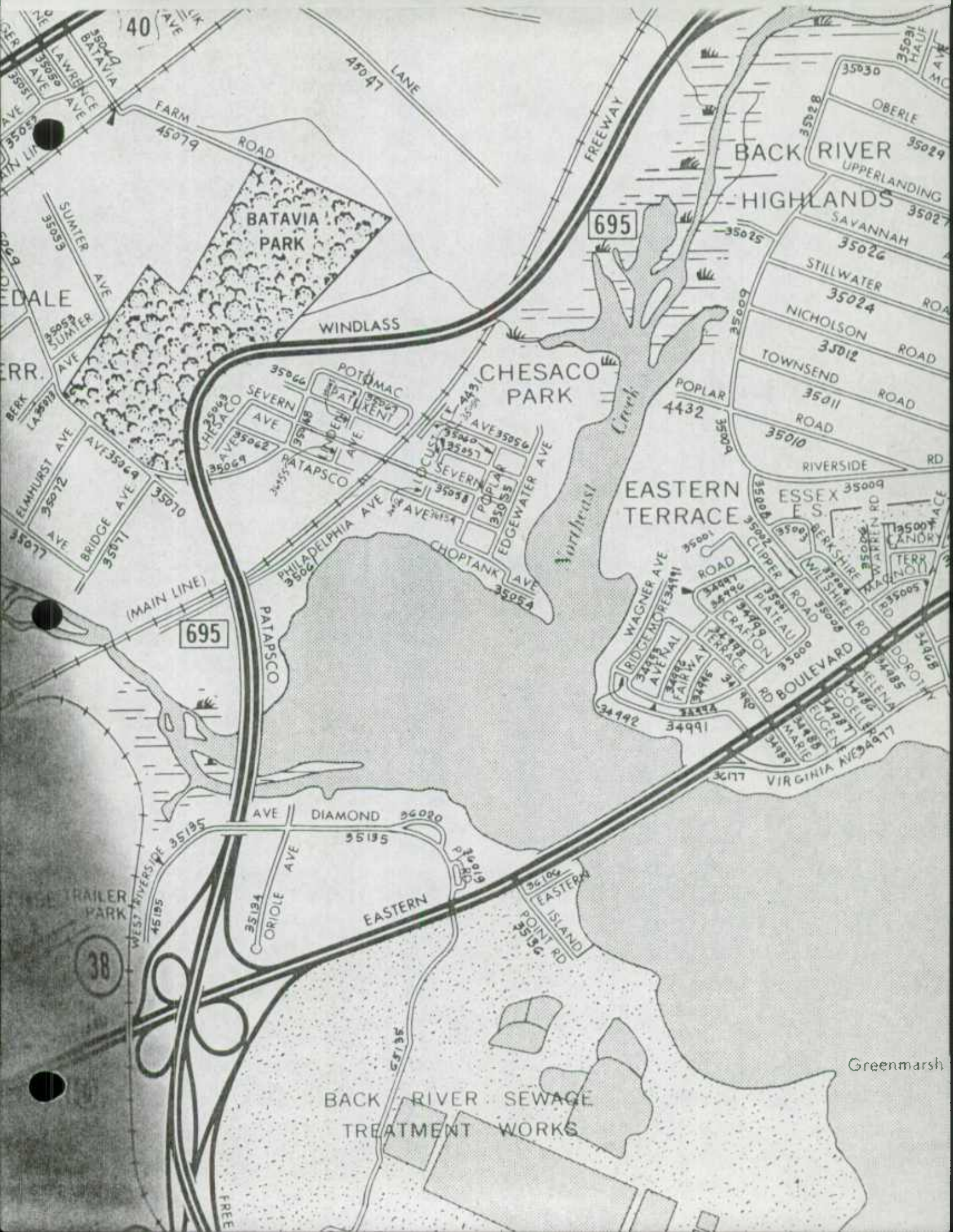
Sandy Pt.


BATAVIA PARK
CHESACO PARK
BACK RIVER HIGHLANDS
EASTERN TERRACE
ESSEX E.S.
BACK RIVER SEWAGE TREATMENT WORKS
EASTERN
FREEWAY
695
38
WINDLASS
FARM ROAD
LANE
SUMTER AVE
POTOMAC
PATAPSCO
SEVERN AVE
POPLAR
EDGEWATER AVE
CHOPTANK AVE
PHILADELPHIA AVE
(MAIN LINE)
BRIDGE AVE
ELMHURST AVE
LAWRENCE AVE
BATAVIA
OBERLE
UPPERLANDING
SAVANNAH
STILLWATER ROAD
NICHOLSON ROAD
TOWNSEND ROAD
RIVERSIDE RD
BERKSHIRE
WILTSHIRE RD
CLIPPER ROAD
PLATEAU
CRAFTON
WAGNER AVE
RIDGEMORE AVENUE
FAIRWAY
TERRACE
BOULEVARD
DOROTHY
HELENA
GOELLER
EUGENE
MARIE
VIRGINIA AVE
DIAMOND AVE
ORIOLE AVE
WEST RIVERSIDE
TRAILER PARK
EASTERN ISLAND
POINT RD
Northeast Creek

Greenmarsh

THIS AGREEMENT, made this 19TH day of JULY, nineteen hundred and seventy-four, by and between the STATE OF MARYLAND, DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION, party of the first part, hereinafter called the "ADMINISTRATION," and BALTIMORE COUNTY, MARYLAND, a body corporate, party of the second part, hereinafter referred to as the "COUNTY," WITNESSETH:

WHEREAS, the Administration and the County propose to eliminate and/or reconstruct two (2) grade crossings by the construction of grade separations in Baltimore County known as:

1. Ebenezer Road (County Road on Federal-Aid System). The project is located about 2 miles northeast of Intersection of Maryland Route 150 and Earls Avenue in the vicinity of Chase. It includes the relocation of Ebenezer Road, closing existing Ebenezer Road, tie-in to Harewood Road, construction of new bridge over railroad, relocation of intersecting Eastern Avenue and tie-in to Graces Quarters Road.

2. Patapsco Avenue (County Road not on Federal-Aid System). The project is located approximately 1.6 miles southwest of U.S. Route 40 and I-695 in the vicinity of Chesaco Park.

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

WHEREAS, the County proposes to utilize High Speed Rail Demonstration funds authorized and appropriated under Section 322, Chapter 3, Title 23, U.S. Code, for the construction of said project, and

WHEREAS, the ten (10) per cent the Railroad would otherwise be liable for under subsection (c) of Section 322, Title 23, U.S. Code, will be financed by others, at no expense to the County, and

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

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

WHEREAS, the Federal Highway Administration's Policy and Procedure Memorandum 21-6.3 dated October 3, 1972, sets forth procedures whereby the services and facilities of the local government may be utilized and requires that there be an executed agreement between the Administration and the County setting forth conditions under which the project would be constructed, and

WHEREAS, the County agrees to participate in the financing of the project as set forth in Section 16 of this Agreement, and

WHEREAS, the County desires and is willing to cooperate with the Administration in carrying out the objectives of the Federal-Aid Act, (Section 322, Chapter 3, Title 23, U.S. Code) all in accordance with the regulations, policies and procedures of the Federal Highway Administration.

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

1. The Administration agrees, on behalf of the County, to make preliminary and final designs, prepare specifications, estimates, and contracts with their own forces or by utilizing the services of a consulting engineer whose work will be reviewed by State forces.

2. The County shall provide all necessary right-of-way for the construction of the project, and said right-of-way shall be of the width and otherwise conform to the requirements of any law applicable thereto, and the requirements of the Federal Highway Administration. The Administration's Office of Real Estate shall be available to provide the necessary relocation and right-of-way acquisition assistance.

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

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

5. Project costs include, but are not limited to, preliminary engineering (studies, surveys, design, preparation of construction plans and documents), right-of-way acquisition, payments to contractors, utility adjustments, railroad adjustments, safety services, construction engineering (construction inspection, material testing, etc.).

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

7. Subject to prior written approval of the County and prior authorization of the Federal Highway Administration, the Administration shall advertise for bids and award the contract.

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

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

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

11. After the project is completed, the County shall have ownership of the new bridge structure/approaches and will keep open to traffic and maintain the project in a satisfactory manner and make ample provision each year for such maintenance, and further agrees to regulate and control vehicular traffic and parking in conformity with Administration requirements.

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

13. The County agrees that, where unsatisfactory maintenance is called to the attention of the County by the Administration, immediate corrective action shall be taken.

14. The right-of-way provided for said improvement shall be held inviolate for public highway purposes, and no signs, posters, billboards, roadside stands, or other private installations shall be permitted within the right-of-way limits, and no additional traffic control lights shall be installed on the project without prior approval of the Administration.

15. The County is to be notified prior to the beginning of the fiscal year the construction is to be scheduled for each of the two grade separations in order to budget the estimated amount of monies required in the County's Capital Improvement Program.

16. For any grade crossing on a road which is included on the Federal-Aid System, the County will not participate in the project costs. For any grade crossing on a road which is not included on the Federal-Aid System, however, the County agrees to participate to the extent of ten (10) per cent of all direct project costs, as enumerated in Section 5 of this Agreement, which are eligible for Federal reimbursement. Prior to the award of any construction contract to the successful bidder, the County will deposit with the Administration, the sum of $126,900± being the County's estimated cost of participation in this project. These estimated monies are subject to inflationary conditions that may warrant additional costs.

17. During the performance under this Agreement, the County, for itself, its assigns and successors in interest, agrees to comply with all statutes and regulations of the Federal Government and the State of Maryland relative to nondiscrimination in federally-assisted programs.

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

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

WITNESS:

STATE HIGHWAY ADMINISTRATION
OF MARYLAND

Deputy State Highway Administrator

Approved as to form and legal sufficiency this 12th day of July, 1974.

Administrative Special Attorney

RECOMMENDED FOR APPROVAL:

Chief Engineer
State Highway Administration

ATTEST:

BALTIMORE COUNTY, MARYLAND

County Executive
7-2-74

Approved as to form ~~and legal sufficiency~~ this 28th day of June, 1974.

~~County Attorney~~
ASST COUNTY SOLICITOR

Approved as to Form and Legal Sufficiency

Assistant County Solicitor

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

October 8, 1986

Director Pedersen, Office of Planning and Preliminary Engineering executed a maintenance agreement dated October 8, 1986, between the State Highway Administration and Baltimore County relative to the maintenance of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

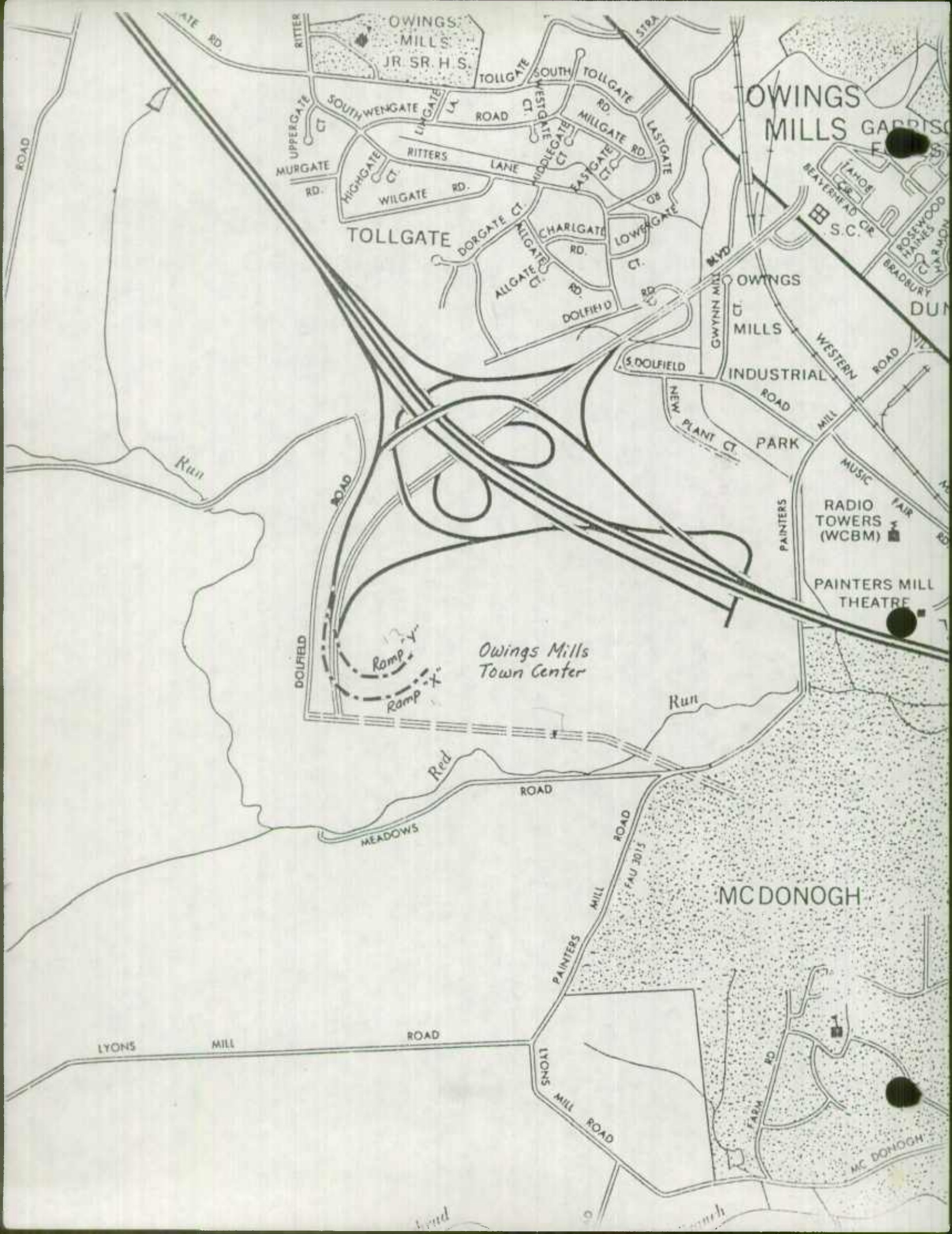
RAMPS

Ramp "X" and Ramp "Y" providing access between Owings Mills Boulevard and Owings Mills Town Center, to be maintained by the State Highway Administration

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Nolan Rogers.

ATL:ELD:elh

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. W. R. Clingan
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. C. R. Olsen
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. Wm. E. Ensor
Mr. S. M. Plemens
Mr. A. Ault
Mr. D. Malkowski
Mr. E. Chambers
Mr. K. Oelmann
Mr. L. Ege
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. R. E. Sewell
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk


OWINGS MILLS JR SR. H.S.
RITTER
TOLLGATE
SOUTH TOLLGATE RD.
SOUTHWENGATE
LINGATE LA.
ROAD
WESTGATE CT.
MILLGATE RD.
LASTGATE
UPPERGATE CT.
MURGATE RD.
HIGHGATE CT.
RITTERS LANE
MIDDLEGATE CT.
EASTGATE CT.
WILGATE RD.
TOLLGATE
DORGATE CT.
ALLGATE CT.
CHARLGATE RD.
LOWERGATE CT.
ALLGATE RD.
DOLFIELD RD.
OWINGS MILLS
GARRISON FOREST
IAHOE CIR.
BEAVERHEAD CIR.
S.C.
ROSEWOOD HAINES
HARMON
BRADBURY
GWYNN MILL BLVD
OWINGS MILLS
S. DOLFIELD
INDUSTRIAL ROAD
WESTERN ROAD
NEW PLANT CT.
PARK MILL
MUSIC FAIR RD.
PAINTERS
RADIO TOWERS (WCBM)
PAINTERS MILL THEATRE
Run
DOLFIELD ROAD
Ramp "Y"
Ramp "X"
Owings Mills Town Center
Run
Red
ROAD
MEADOWS
PAINTERS MILL ROAD
FAU 3015
MCDONOGH
LYONS MILL ROAD
LYONS MILL ROAD
FARM RD.
MC DONOGH

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

October 8, 1986

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated October 8, 1986 between the State Highway Administration and Baltimore County relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

SHA to Baltimore County

(SIGNED AS) DOLFIELD RD
Co 2255 ~~Red Run Boulevard~~ from Owings Mills Boulevard Westerly to relocated Dolfield Road, a distance of ± 0.09 miles.

Co 2255 Relocated Dolfield Road (west side of I-795) from Red Run Boulevard northerly to existing Dolfield Road, a total distance of ±0.83 miles.

Co 6780 Relocated Dolfield Road (east side of I-795) from Owings Mills Boulevard to Dolfield Road, a total distance of ±0.11 miles.

DOLFIELD
Co 2254 ~~Swynns Mills Road~~ from South Dolfield Road to Owings Mills Boulevard, a total distance of ±0.24 miles.

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Nolan Rogers.

ATL:ELD:elh

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. W. R. Clingan
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. C. R. Olsen
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. Wm. E. Ensor
Mr. S. M. Plemens
Mr. A. Ault
Mr. D. Malkowski
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Mr. A. M. Capizzi
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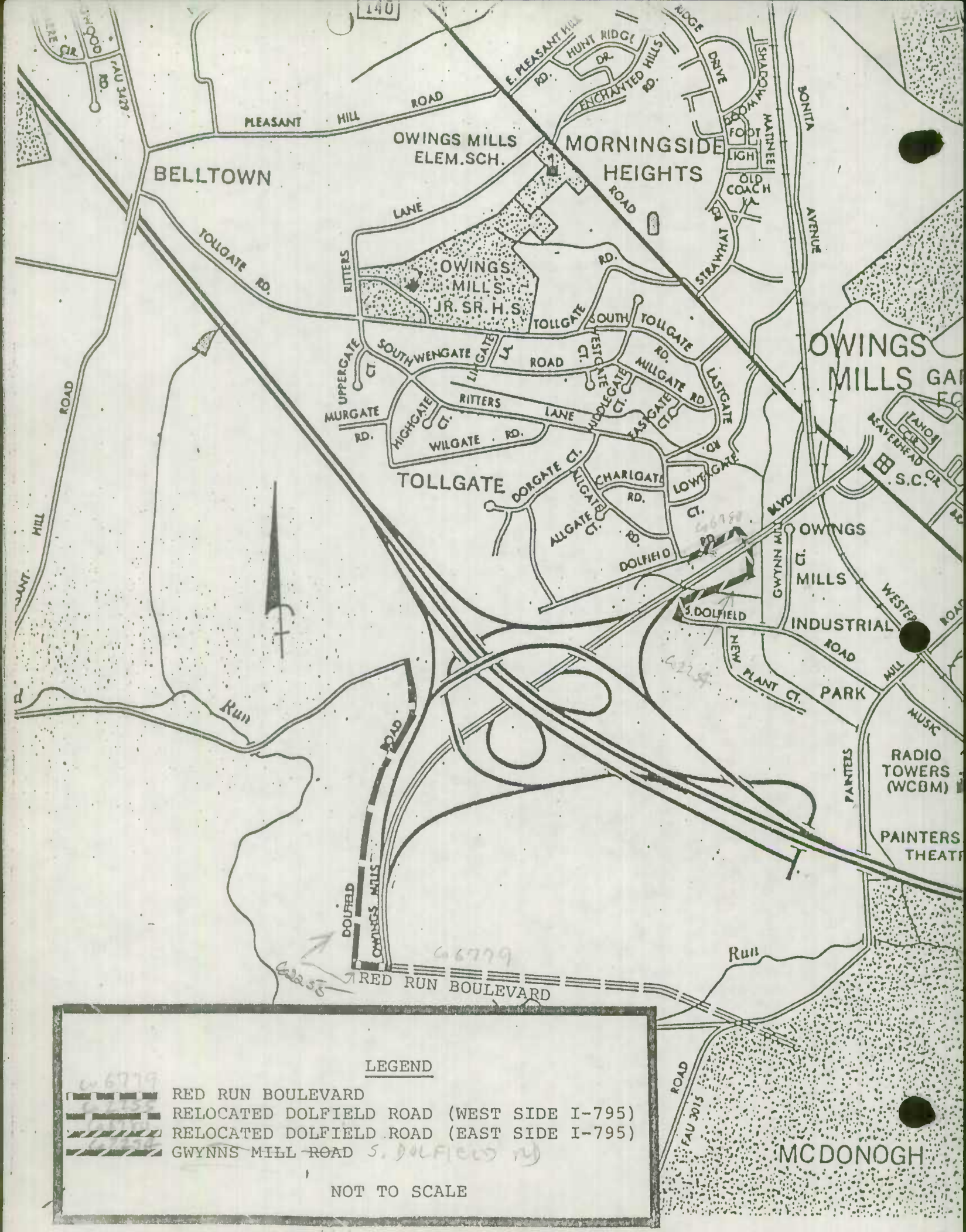
Mr. R. Weaver
Mr. R. E. Sewell
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk


140
PLEASANT HILL ROAD
E. PLEASANT HILL RD.
HUNT RIDGE DR.
ENCHANTED HILLS RD.
RIDGE DRIVE
BOOMWOOD
STRAWHAT
BONITA AVENUE
OWINGS MILLS ELEM.SCH.
MORNINGSIDE HEIGHTS
BELLTOWN
TOLLGATE RD.
RITTERS LANE
OWINGS MILLS JR. SR. H.S.
TOLLGATE RD.
SOUTH TOLLGATE RD.
SOUTH WENGATE
UPPERGATE CT.
LINGATE LA.
WESTGATE CT.
MILLGATE RD.
LASTGATE RD.
MIDDLEGATE CT.
EASTGATE CT.
MURGATE RD.
HIGHGATE CT.
WILGATE RD.
TOLLGATE
DORGATE CT.
CHARLGATE RD.
LOWEGATE CT.
ALLGATE CT.
DOLFIELD RD.
S.DOLFIELD
OWINGS MILLS INDUSTRIAL PARK
GWYNN MILL RD.
NEW PLANT CT.
WESTERN RUN
MUSK MILL RD.
PAINTERS
RADIO TOWERS (WCBM)
PAINTERS THEATR
OWINGS MILLS GAR
BEAVERHEAD CIR.
S.C.
MCDONOGH
RED RUN BOULEVARD
DOLFIELD
OWINGS MILLS
Run
LEGEND
RED RUN BOULEVARD
RELOCATED DOLFIELD ROAD (WEST SIDE I-795)
RELOCATED DOLFIELD ROAD (EAST SIDE I-795)
GWYNNS MILL ROAD
NOT TO SCALE

THIS AGREEMENT made this 8th day of October, 19 86, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part and Baltimore County, Maryland, hereinafter referred to as "County," party of the second part.

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, for the purpose of reducing the cost of road maintenance and the governing bodies of the several political subdivisons of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road, or portion thereof, with the State Highway Administration of the Department of Transprotation of Maryland.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State constructed highway for maintenance purposes as part of the County Highway System.

Red Run Boulevard from Owings Mills Boulevard westerly to relocated Dolfield Road
A total distance of ±0.09 miles

Relocated Dolfield Road (west side of I-795)
from Red Run Boulevard northerly to
existing Dolfield Road,
a total distance of ±0.83 miles

Relocated Dolfield Road (east side of I-795)
from Owings Mills Boulevard to Dolfield Road,
a total distance of 0.11 miles

Gwynns Mills Road from south Dolfield Road
to Owings Mills Road,
a total distance of ±0.24 miles

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing sections of State highway is subject to the following conditions:

1. The effective date of transfer shall be upon completion and final field inspection approval by the State Highway Administration and Baltimore County's Department of Public Works and acceptance of State Contract Number B-698-508-472.

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

3. The basis for the allocation of funds will include the additional ±1.26 miles in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

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

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a Deed of Conveyance for the above described sections of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

WITNESS:

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

BY: Neil J Pedersen
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 27 day of August, 19 85.

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Director, Department of Public Works

WITNESS:

BALTIMORE COUNTY, MARYLAND

BY:
County Executive

Approved as to form and legal sufficiency this 31ST day of OCTOBER, 19 85.

Assistant County Attorney

Becker

Maryland Department of Transportation

State Highway Administration

William K. Hellmann
Secretary

Hal Kassoff
Administrator

October 1, 1986

MEMORANDUM

TO: Distribution List

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

SUBJECT: Route Designation

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

> The connection between I-795 and MD 30 in Baltimore County has been designated MD 795. This route will not be posted in the field, and is consistent with existing and planned "Route" and "To Route" signing coordinated by the Traffic Division.

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

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

JTN:ATL:elh
Attachments

My telephone number is 659-1369

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

DISTRIBUTION LIST

Mr. H. Kassoff
Mr. N. J. Pedersen
Mr. J. Agro
Mr. W. Clingan
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Mr. E. S. Freedman
Mr. T. Hicks
Mr. J. L. White
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Mr. R. J. Finck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. H. A. Saunders
Mr. D. Malkowski
Mr. E. Chambers
Mr. K. Oelmann
Mr. L. Ege
Mr. K. V. Dodson
Mr. W. Slacum
Mr. P. E. Becker
Mr. P. Perskins
Mr. T. Watts
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. W. R. Smith
Mr. A. E. Ault
Mr. J. Kelly


REISTERSTOWN
GLYN
CRANDON
CHARTLEY
WESTBURY
NORRIS RUN WOODS
CEMETERY
FRANKLIN JR. H.S.
FRANKLIN ELEM. SCH.
CHATSWORTH SCHOOL
REC. AREA
SACRED HEART E.S.
CHARTLEY SHOP. CTR.
REISTERSTOWN ELEM. SCH.
HANNAH MORE CENTER
REISTERSTOWN SHOP CTR.
FRANKLIN SR. HIGH SCH.
CEM.
30
795
140
127
128
Run
COCKEYS MILL ROAD
BENSON LANE
STOCKSDALE AVE.
CHATSWORTH
BUTLER
SERVICE DR.
NEEL AVE.
GEROED AVE.
HAMMOND AVE.
WOLF AVE.
DYER AVE.
SACRED HEART LA.
RAILWAY
WABASH
WAUGH AVE.
PROSPECT AVE.
FISKE AVE.
ROAD
CHATSWORTH AVE.
GLYNDON AVE.
CENTRAL AVE.
RAILROAD
MELVIEW AVE.
CHARGOLD
TIDYMAN RD.
LAMPORT RD.
CHERRY CHAPEL RD.
TOWNLEIGH RD.
MYSTIC WOOD
ARMS CHAPEL RD.
MEADOW VIEW
BENTLEY HILL
HEART LA.
AVENUE
BOND
NORTHWAY
GLYNDON DR.
HOMEVALE
HIGH MEADOW
CHARTLEY BLVD
WALGROVE
CHARTLEY PARK RD.
SHIRLEY AVE.
WOODLEY AVE.
DEAN AVE.
OWINGS AVE.
PIPER RD.
BRONX
ALDITH AVE.
BEVERLEY RD.
WALSTAN RD.
ROSSLEY AVE.
SAFFRON CT.
SUGARBURY CT.
CARAWAY DR.
NICODEMUS ROAD
BERTMANS
CLARKS LA.
NORRIS RUN CT.
SEVER
HANNAH MORE RD.
FRAMFIELD RD.
HOLLFIELD AVE.
LINCOLN
CHESTNUT
GLYNDON DRIVE
CAROLYN CREST
HIGH MEADOW
PARK
LANE

1986 - EMP.

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

June 12, 1986

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated June 11, 1986, between the State Highway Administration and Baltimore County relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

SHA to Baltimore County

PART NOW CO 6795 (0-1.08) MD 587 (Wilson Point Road) from Strawberry Point Road to the end of State maintenance at Wilson Point, a distance of ±~~1.04~~ 1.08 miles

Baltimore County to SHA

MD 695A Broening Highway from the existing end of State Highway Administration maintenance near Dunhill Road to the Baltimore City Line, a distance of ±0.32 miles

Director Pedersen has also approved the designation of this section of Broening Highway as MD 695A, which is a continuation of the existing route number.

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Nolan Rogers.

ATL:ELD:elh

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. W. R. Clingan
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. C. R. Olsen
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. Wm. E. Ensor
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Mr. A. Ault
Mr. D. Malkowski
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Mr. K. Oelmann
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Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
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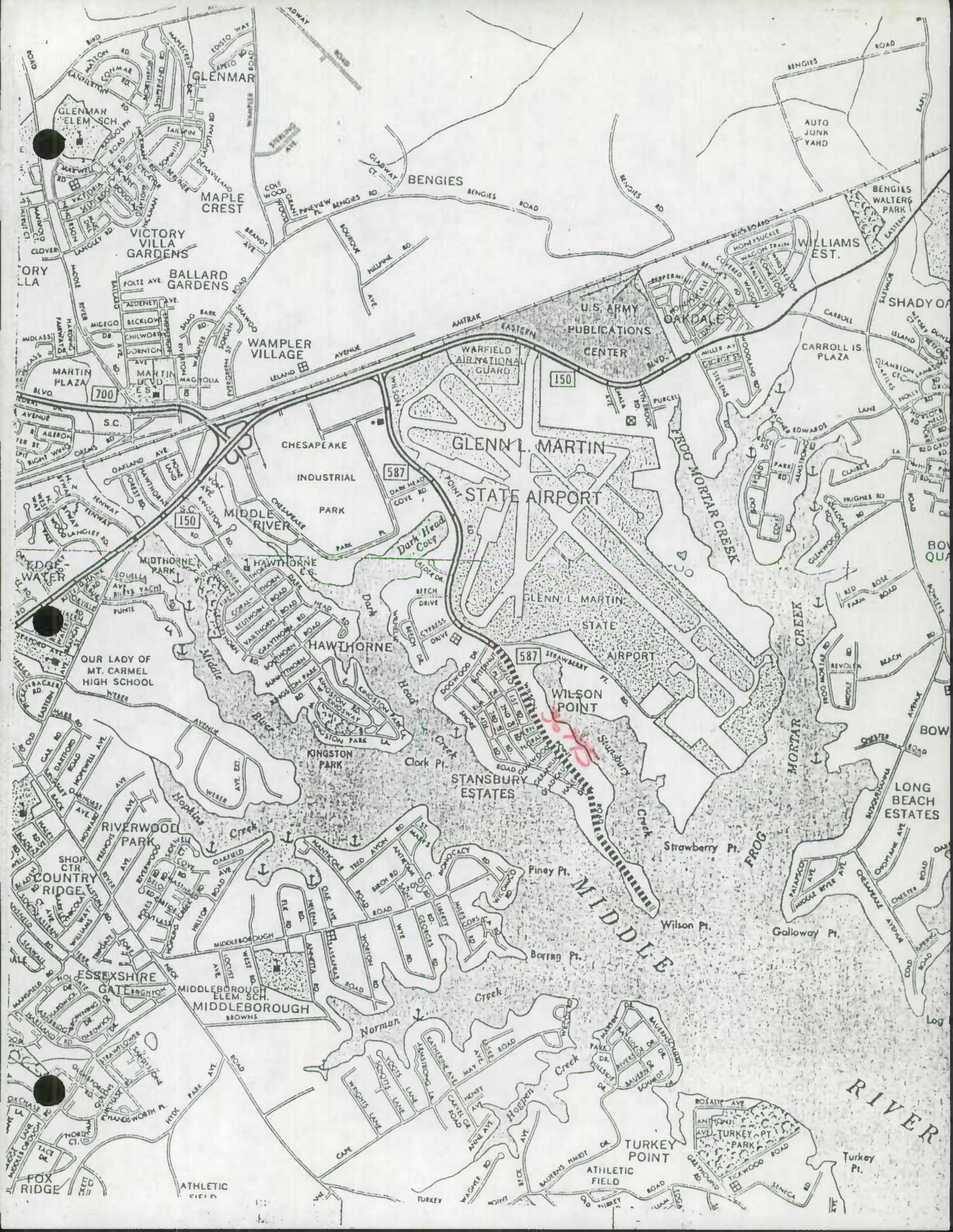
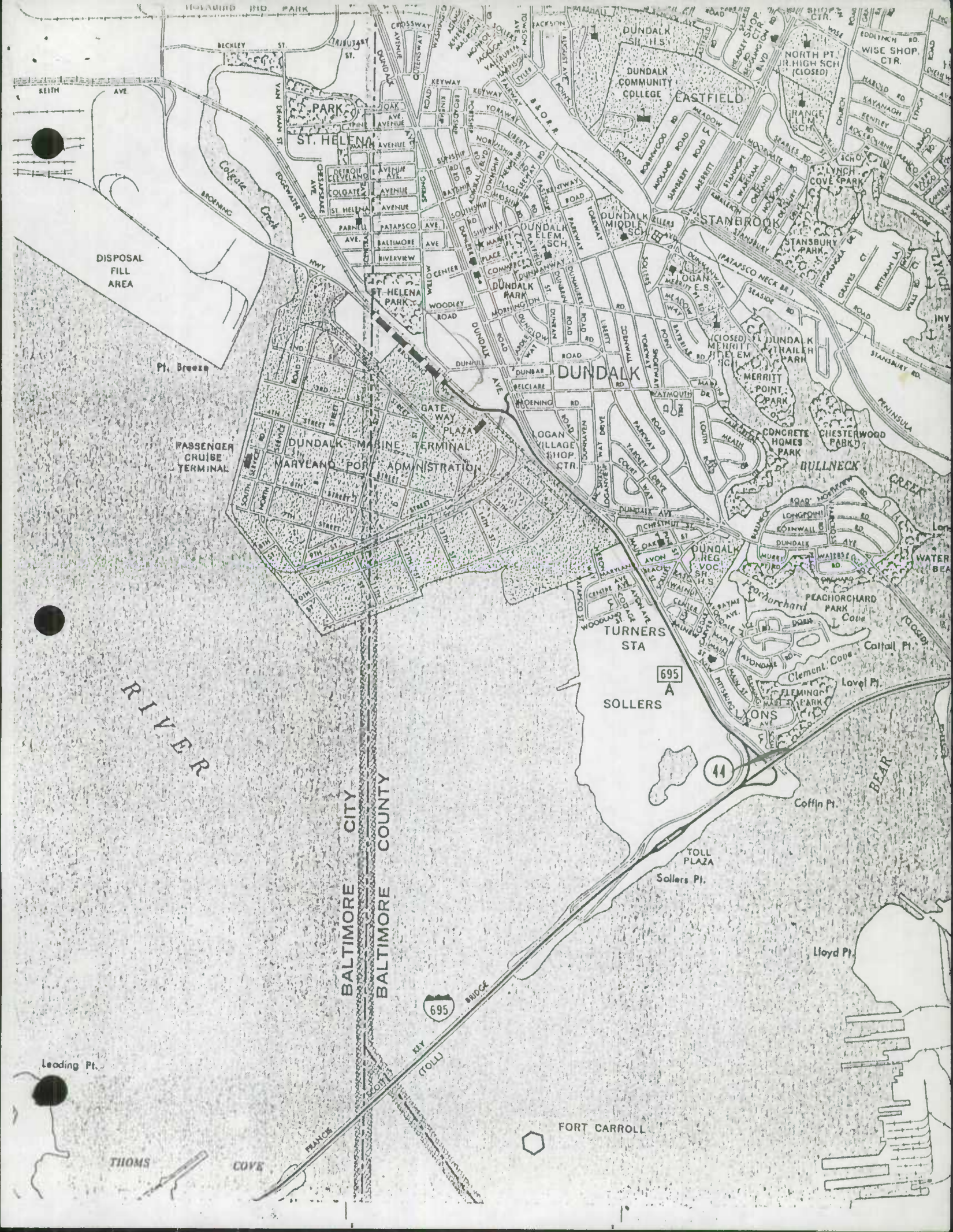
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. R. E. Sewell
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk


GLENMAR
GLENMAR ELEM. SCH.
MAPLE CREST
VICTORY VILLA GARDENS
BALLARD GARDENS
WAMPLER VILLAGE
MARTIN PLAZA
MARTIN HEIGHTS ES.
S.C.
BENGIES
AUTO JUNK YARD
BENGIES WALTERS PARK
WILLIAMS EST.
U.S. ARMY PUBLICATIONS CENTER
OAKDALE
SHADY OAK
CARROLL IS. PLAZA
WARFIELD AIR NATIONAL GUARD
CHESAPEAKE INDUSTRIAL PARK
GLENN L. MARTIN STATE AIRPORT
FROG MORTAR CREEK
MIDDLE RIVER
Dark Head Cove
EDGEWATER
MIDTHORNE PARK
HAWTHORNE C.G.
HAWTHORNE
OUR LADY OF MT. CARMEL HIGH SCHOOL
WILSON POINT
KINGSTON PARK
Clark Pt.
STANSBURY ESTATES
Stansbury Creek
Strawberry Pt.
LONG BEACH ESTATES
RIVERWOOD PARK
SHOP. CTR.
COUNTRY RIDGE
Hopkins Creek
Piney Pt.
MIDDLE
Wilson Pt.
Galloway Pt.
Borrow Pt.
ESSEXSHIRE GATE
MIDDLEBOROUGH ELEM. SCH.
MIDDLEBOROUGH
Norman Creek
Hoppers Creek
RIVER
TURKEY POINT
TURKEY PT. PARK
Turkey Pt.
ATHLETIC FIELD
FOX RIDGE


DISPOSAL FILL AREA
Pt. Breeze
PASSENGER CRUISE TERMINAL
DUNDALK MARINE TERMINAL
MARYLAND PORT ADMINISTRATION
GATE WAY PLAZA
ST. HELENA
ST. HELENA PARK
DUNDALK
DUNDALK COMMUNITY COLLEGE
EASTFIELD
STANBROOK
DUNDALK ELEM. SCH.
DUNDALK MIDDLE SCH.
DUNDALK PARK
LOGAN VILLAGE SHOP. CTR.
DUNDALK REG. VOC. SR. H.S.
TURNERS STA
SOLLERS
LYONS
MERRITT POINT PARK
CONCRETE HOMES PARK
CHESTERWOOD PARK
BULLNECK CREEK
PEACHORCHARD PARK
Peachorchard Cove
Cattail Pt.
Clement Cove
Lovel Pt.
FLEMINGS PARK
Coffin Pt.
TOLL PLAZA
Sollers Pt.
Lloyd Pt.
BEAR
BALTIMORE CITY
BALTIMORE COUNTY
RIVER
695
A
44
FRANCIS KEY BRIDGE (TOLL)
FORT CARROLL
Leading Pt.
THOMS COVE

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

December 18, 1985

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated December 12, 1985, between the State Highway Administration and Baltimore County relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

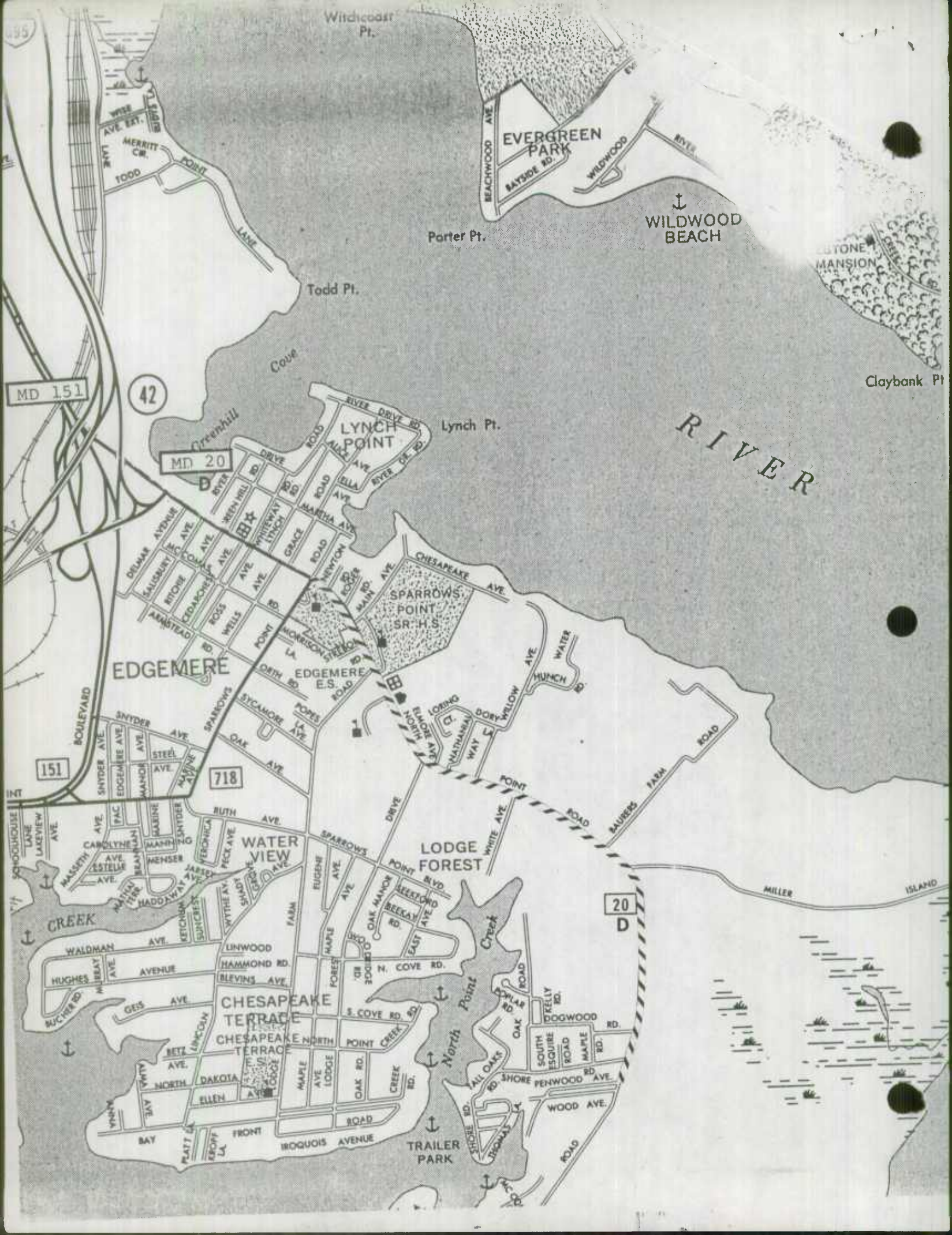
G5677

MD 20D from MD 718 (Sparrows Point Road) to the end of SHA Maintenance @ Penwood Avenue
A total distance of ±1.77 miles

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

GLS:eh

Mr. H. Kassoff
Mr. J. Agro
Mr. G. E. Dailey
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. C. R. Olsen
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. Wm. E. Ensor
Mr. S. M. Plemens
Mr. A. Ault
Mr. D. Malkowski
Mr. E. Chambers
Mr. K. Oelmann
Mr. L. Ege
Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. R. E. Sewell
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk


Witchcoast Pt.
EVERGREEN PARK
BEACHWOOD AVE
BAYSIDE RD.
WILDWOOD
WILDWOOD BEACH
Porter Pt.
Todd Pt.
Cove
Greenhill
Lynch Pt.
LYNCH POINT
RIVER
Claybank Pt
MD 151
42
MD 20
D
EDGEMERE
EDGEMERE E.S.
SPARROWS POINT SR. H.S.
CHESAPEAKE AVE.
BOULEVARD
151
718
WATER VIEW
LODGE FOREST
POINT ROAD
MAURERS FARM ROAD
MILLER ISLAND
20
D
CREEK
CHESAPEAKE TERRACE
CHESAPEAKE TERRACE E.S.
North Point Creek
TRAILER PARK
DOGWOOD RD.
SHORE PENWOOD AVE.
WOOD AVE.
ROAD
BAY
FRONT
IROQUOIS AVENUE
N. COVE RD.
S. COVE RD.
NORTH POINT CREEK
DAKOTA
ELLEN
WALDMAN AVE.
HUGHES AVENUE
GES AVE.
BUCHER RD.
LINWOOD
HAMMOND RD.
BLEVINS AVE.
SPARROWS POINT BLVD.
WHITE AVE.
DRIVE
SYCAMORE AVE.
OAK AVE.
POPES LA.
SNYDER AVE.
STEEL AVE.
MARINE AVE.
RUTH AVE.
CAROLYNE AVE.
ESTELLE AVE.
HADDAWAY AVE.
MASSETH AVE.
MARTHA TERR.
SCHOOLHOUSE LANE
LAKEVIEW AVE.
DELMAR AVENUE
SALISBURY
RITCHIE
CEDARCREST
ROSS
WELLS
ARMSTEAD RD.
POINT LA.
MORRISON STEELE RD.
GRACE ROAD
NEWTON
MAIN RD.
MARTHA AVE.
ELLA AVE.
RIVER DRIVE RD.
RIVER CIR. RD.
WHITEWAY LYNCH
MERRITT CIR.
TODD POINT LANE
WHITE AVE. EXT.
EDGE LANE
WATER
HUNCH RD.
DOBY WILLOW AVE.
NATHANIAL WAY
LORING CT.
ELMORE AVE.
NORTH AVE.
EUGENE AVE.
OAK MANOR
BEEKAY RD.
EAST AVE.
MAPLE AVE.
FOREST
LODGE RD.
POPLAR RD.
OAK ROAD
O'KELLY RD.
SOUTH ESQUIRE ROAD
MAPLE RD.
ALL OAKS RD.
SHORE RD.
THOMAS LA.
LINCOLN
BETZ AVE.
WHITE AVE.
NORTH AVE.
PLATT LA.
KROFT LA.
FARM
SUNCREST
KETCHUM
WYTHE AVE.
SHADY GROVE AVE.
JARSEY
PECK AVE
VERONICA
MANNING
MENSER
BEARKAN
MARINE
SNYDER
EDGEMERE AVE.
MANOR AVE.
PAC
MARINE AVE.

THIS AGREEMENT made this 12th day of December, 19 85, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration" party of the first part, and Baltimore County, Maryland hereinafter referred to as "County" party of the second part,

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, and the governing bodies of the several political subdivisons of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland.

WHEREAS, the "Highway Administration" has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County" and the "County" has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the County Highway System.

MD 20D from MD 718 (Sparrows Point Road)
to the end of SHA Maintenance @ Penwood
Avenue
A total distance of ±1.77 miles

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of State Road is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ±1.77 miles in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a Deed of Conveyance for the above described section of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

John T. Menhaus
Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION
DEPARTMENT OF TRANSPORTATION

WITNESS:

Dorothy J. McCabe

BY: Neil J. Pedersen
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 10 day of Sept, 1985.

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Director, Department of Public Works

BALTIMORE COUNTY, MARYLAND

BY:
County Executive

Approved as to form and legal sufficiency this 31st day of Oct, 1985

Asst. County Attorney

State Highway Administration

November 14, 1985

MEMORANDUM

TO: Mr. Charles R. Olsen
Mr. Thomas Hicks
Mr. Earle S. Freedman
Mr. Jerry L. White

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

SUBJECT: Route Designation - MD 940
Owings Mills Boulevard

On November 9, 1985 the section of the Northwest Expressway (I-795) from the Baltimore Beltway (I-695) to Owings Mills Boulevard was opened to traffic.

In accordance with current route numbering procedures, we are offer the following proposal for your review and comment. (Please see th attached map).

- Owings Mills Boulevard from Red Run Boulevard to MD 140) (Reisterstown Road) would be designated as MD 940.

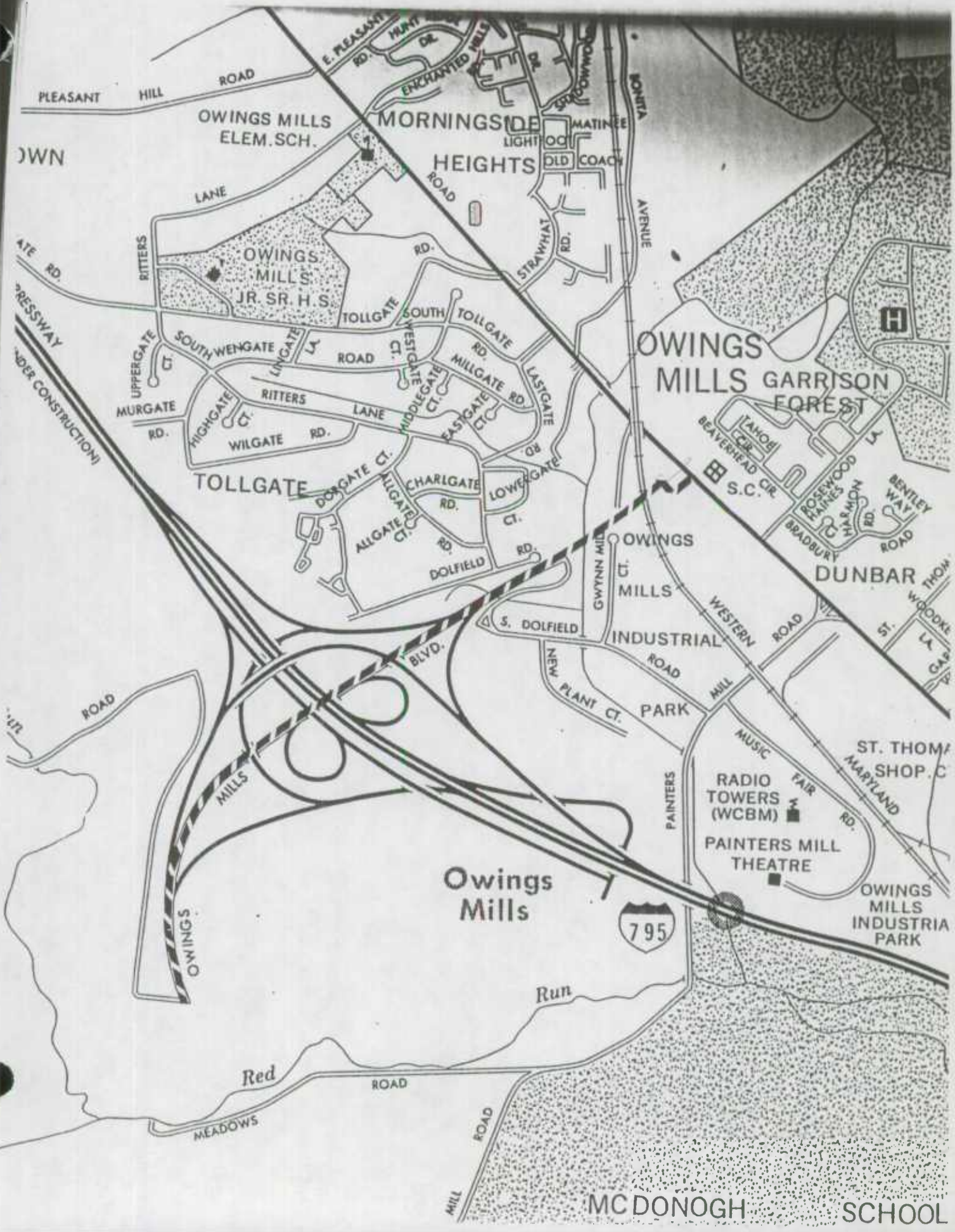
Should you have any questions or a need for additional information, please advise.

BY: Jim Helm
Jim Helm, Bureau of
Highway Statistics

JH:GLS:eh
Attachment

cc: Mr. Neil J. Pedersen

My telephone number is 659-1369
Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717


PLEASANT HILL ROAD
OWINGS MILLS ELEM.SCH.
MORNINGSIDE HEIGHTS
LIGHTWOOD
MATINEE
OLD COACH
ENCHANTED HILLS
E. PLEASANT
HUNT DR.
BONITA AVENUE
STRAWHAT RD.
LANE
RITTERS
OWINGS MILLS JR. SR. H.S.
TOLLGATE
SOUTH TOLLGATE RD.
SOUTH WENGATE
LINGATE LA.
WESTGATE CT.
MILLGATE RD.
LASTGATE RD.
UPPERGATE CT.
MURGATE RD.
HIGHGATE CT.
WILGATE RD.
MIDDLEGATE CT.
EASTGATE CT.
DORGATE CT.
ALLGATE CT.
CHARLGATE RD.
LOWERGATE CT.
DOLFIELD RD.
S. DOLFIELD
GWYNN MILL CT.
OWINGS MILLS INDUSTRIAL PARK
NEW PLANT CT.
WESTERN ROAD
MILL ROAD
MUSIC FAIR RD.
PAINTERS
RADIO TOWERS (WCBM)
PAINTERS MILL THEATRE
OWINGS MILLS GARRISON FOREST
TAHOE CIR.
BEAVERHEAD CIR.
S.C.
ROSEWOOD LA.
HAINES CT.
HARMON RD.
BENTLEY WAY
BRADBURY ROAD
DUNBAR
ST. THOMAS
SHOP.C
MARYLAND
OWINGS MILLS INDUSTRIAL PARK
Owings Mills
795
OWINGS MILLS BLVD.
Red Run
MEADOWS ROAD
MILL ROAD
MC DONOGH SCHOOL

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

August 14, 1985

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated August 13, 1985 between the State Highway Administration and Baltimore County relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement:

06774 - MD 771B (Old Frederick Road) from MD 144 to MD 144
A total distance of ±0.09 mile

06775 - MD 771C (Old Frederick Road) from MD 144 to MD 144
A total distance of ±0.15 mile

06776 - MD 888A (Old Washington Boulevard) from Sulphur Spring Road northeasterly to road end
A total distance of ±0.06 mile

06777 - MD 888B (Old Washington Boulevard) from US 1 Alternate to road end north of US 1 Alternate
A total distance of ±0.04 mile

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

GLS:bkm

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. G. E. Dailey
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. C. R. Olsen
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. S. M. Plemens
Mr. A. Ault
Mr. D. Ramsey
Mr. E. Chambers
Mr. K. Oelmann
Mr. L. Ege
Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Watts
Mr. T. Hicks
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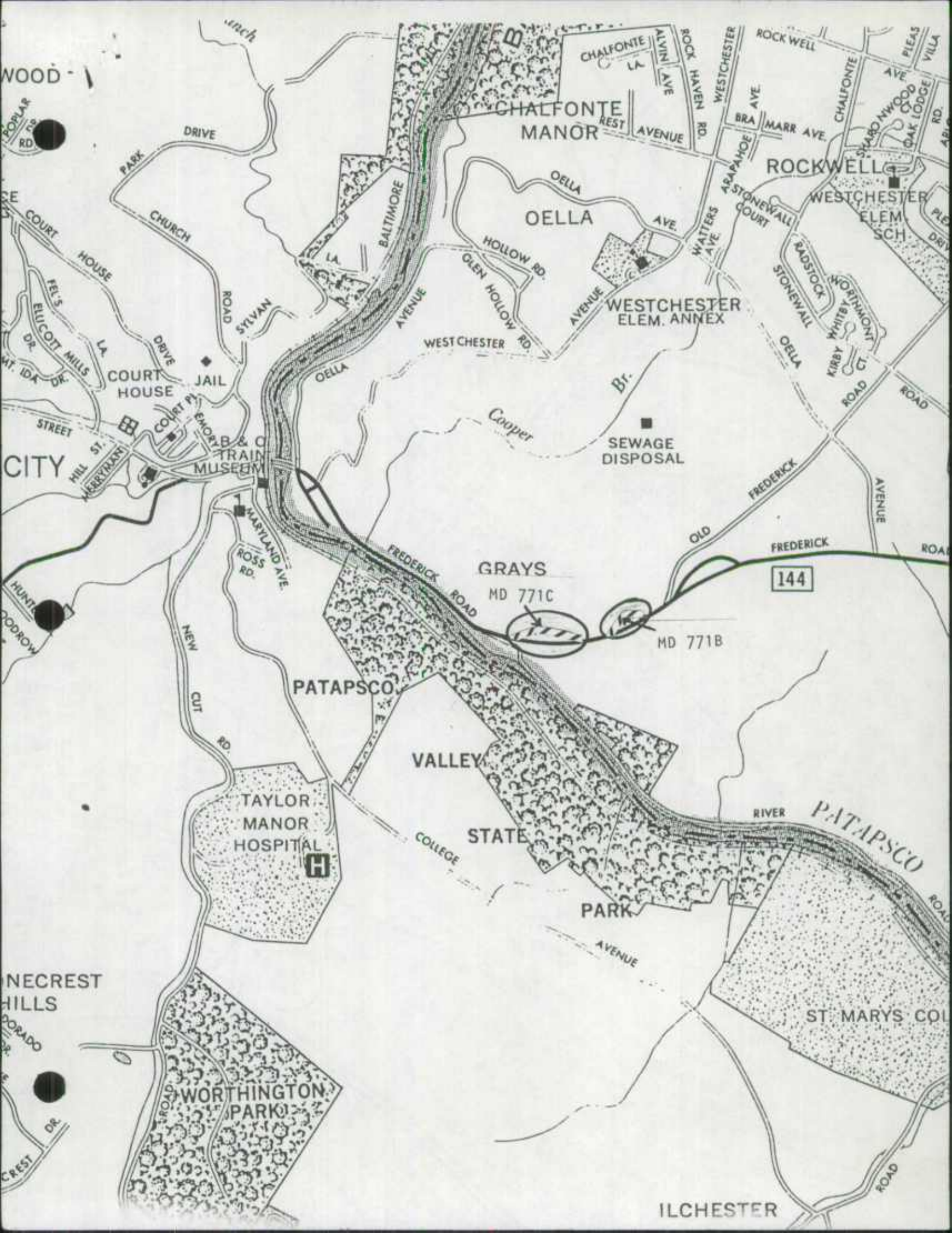
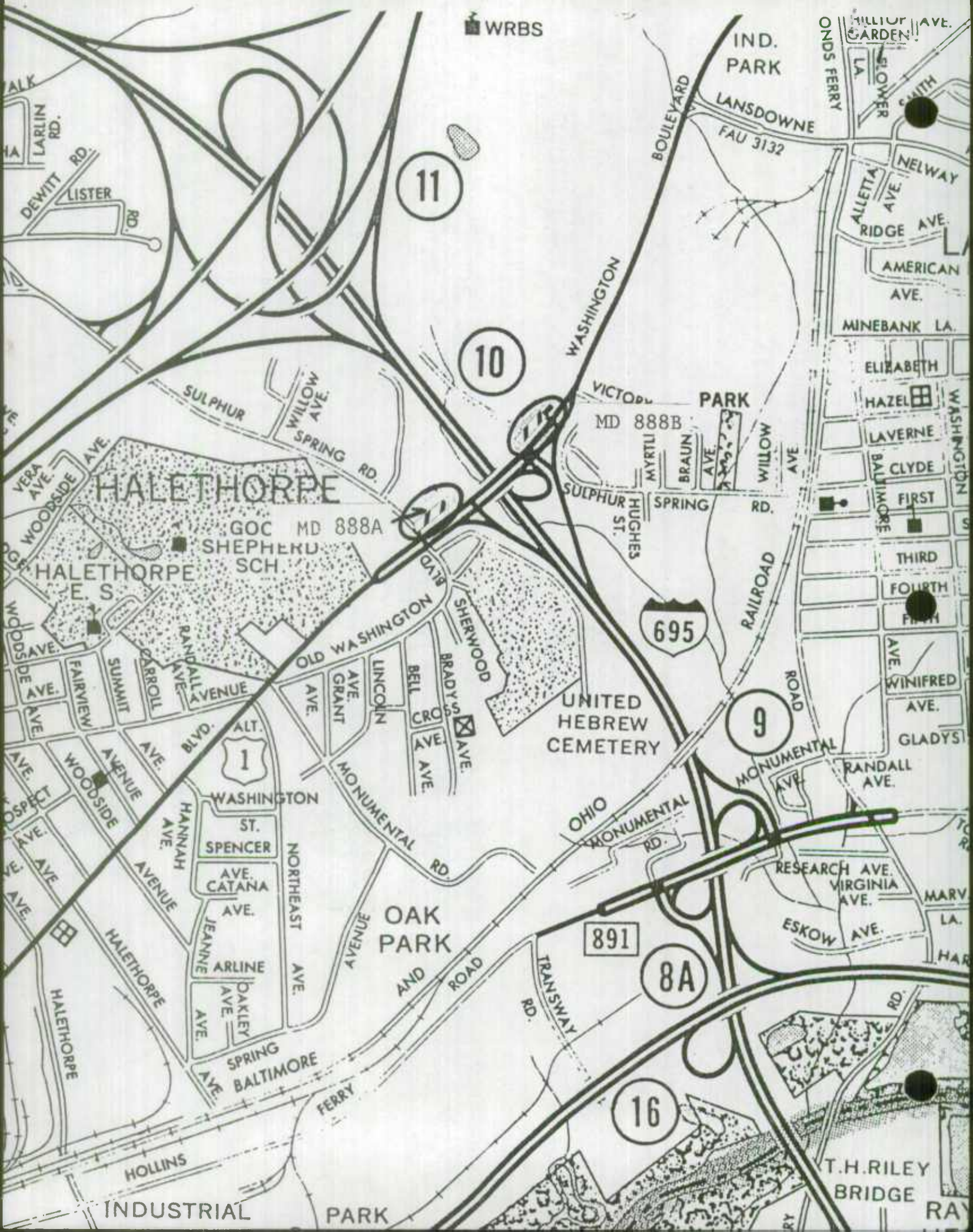
Mr. R. Weaver
Mr. R. L. Sewell
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk


WOOD
POPLAR
RD.
PARK
DRIVE
CHURCH
ROAD
SYLVAN
COURT
HOUSE
FEL'S
ELLICOTT
MILLS
LA.
DR.
MT. IDA DR.
DRIVE
COURT HOUSE
JAIL
COURT PL.
EMORY
STREET
HILL ST.
MERRYMAN
CITY
B & O
TRAIN
MUSEUM
MARYLAND AVE.
ROSS RD.
HUNT
DODROW
NEW
CUT
RD.
BALTIMORE
AVENUE
LA.
OELLA
HOLLOW RD.
GLEN HOLLOW RD.
WESTCHESTER RD.
OELLA
AVE.
WESTCHESTER
ELEM. ANNEX
CHALFONTE
LA.
ALVIN AVE.
CHALFONTE
MANOR
REST
AVENUE
ROCK HAVEN RD.
WESTCHESTER
ROCK WELL
BRA
MARR AVE.
ARAPAHOE
AVE.
WATTERS AVE.
STONEWALL
COURT
ROCKWELL
WESTCHESTER
ELEM.
SCH.
CHALFONTE
AVE.
PLEAS
VILLA
SHARONWOOD
OAK LODGE
RD.
RADSTOCK
STONEWALL
WORTHMONT
WHITBY
KIRBY
CT.
OELLA
ROAD
ROAD
Cooper
Br.
SEWAGE
DISPOSAL
FREDERICK
AVENUE
OLD
FREDERICK
ROAD
144
GRAYS
MD 771C
MD 771B
PATAPSCO
VALLEY
STATE
PARK
TAYLOR
MANOR
HOSPITAL
H
COLLEGE
AVENUE
RIVER
PATAPSCO
ROAD
NECREST
HILLS
DORADO
DR.
CREST
WORTHINGTON
PARK
ROAD
ST. MARYS COL
ILCHESTER
ROAD


WRBS
IND. PARK
LANSDOWNE
FAU 3132
BOULEVARD
WASHINGTON
11
10
VICTORY PARK
MD 888B
MD 888A
SULPHUR SPRING RD.
WILLOW AVE.
HALETHORPE
GOC SHEPHERD SCH.
HALETHORPE E. S.
VERA AVE.
WOODSIDE AVE.
RANDALL AVE.
CARROLL AVE.
SUMMIT AVE.
FAIRVIEW AVE.
OLD WASHINGTON BLVD.
SHERWOOD AVE.
BRADYS AVE.
BELL AVE.
LINCOLN AVE.
GRANT AVE.
UNITED HEBREW CEMETERY
695
RAILROAD
9
MONUMENTAL ROAD
RANDALL AVE.
ALT. 1
WASHINGTON BLVD.
HANNAH AVE.
ST. SPENCER AVE.
CATANA AVE.
JEANNE AVE.
ARLINE AVE.
OAKLEY AVE.
NORTHEAST AVE.
HALETHORPE AVE.
MONUMENTAL RD.
OHIO
OAK PARK AND ROAD
AVENUE
891
8A
TRANSWAY RD.
SPRING AVE.
BALTIMORE FERRY
16
HOLLINS
INDUSTRIAL PARK
T.H.RILEY BRIDGE
RESEARCH AVE.
VIRGINIA AVE.
ESKOW AVE.
GLADYS
WINIFRED AVE.
FOURTH
THIRD
FIRST
BALTIMORE
CLYDE
LAVERNE
HAZEL
ELIZABETH
MINEBANK LA.
AMERICAN AVE.
RIDGE AVE.
ALLETTA AVE.
NELWAY
FLOWER
ONDS FERRY
HILLTOP AVE.
GARDEN
LARLIN RD.
DEWITT RD.
LISTER RD.

THIS AGREEMENT made this 13th day of AUGUST, 19 85, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County," party of the second part.

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland.

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State Highway for maintenance purposes, as part of the County Highway System.

- MD 771B (Old Frederick Road)
  from MD 144 to MD 144
  A total distance of ±0.09 mile

- MD 771C (Old Frederick Road) from
  MD 144 to MD 144
  A total distance of ±0.15 mile

- MD 888A (Old Washington Blvd) from
  Sulphur Spring Road northeasterly
  to road end
  A total distance of ±0.06 mile

- MD 888B (Old Washington Blvd) from
  US 1 Alternate to road end north of
  US 1 Alternate
  A total distance of ±0.04 mile

IT IS UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing sections of State road is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ±0.34 miles in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said roads is made on an as-is basis which pertains to the existing condition of the roads involved, including all appurtenances and bridge structures.

5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said roads as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described sections of State maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: Neil J. Pedersen
Director, Office of Planning & Preliminary Engineering

Approved as to form and legal sufficiency this 3 day of June, 1985.

Assistant Attorney General

BALTIMORE COUNTY, MARYLAND

RECOMMENDED FOR APPROVAL:

Director of Department of Public Works

WITNESS:

By:
County Executive

Approved as to form and legal sufficiency this 19th day of July, 1985.

County Attorney

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

August 12, 1985

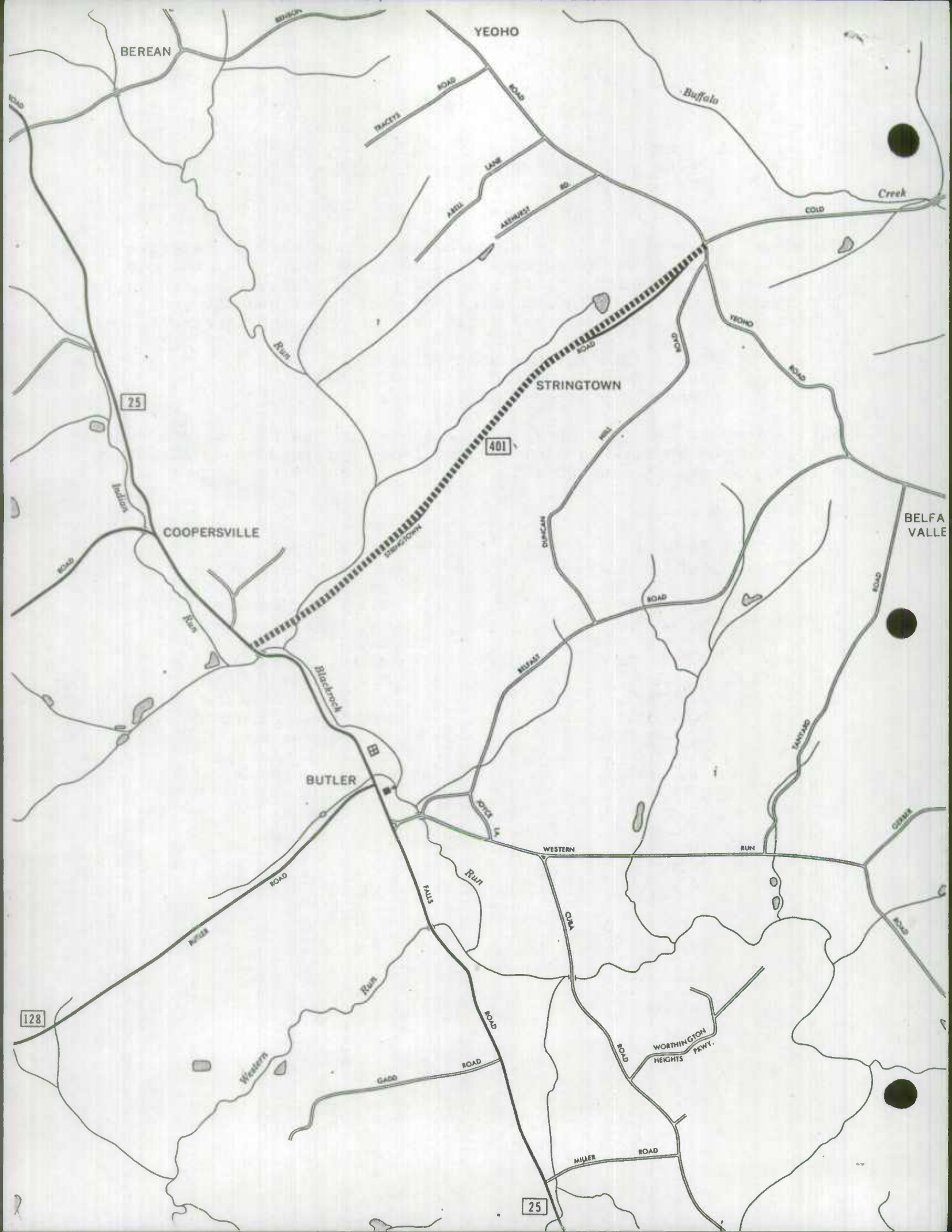
Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated August 12, 1985, between the State Highway Administration and Baltimore County relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement:

G6769 MD 401 (Stringtowne Road) from MD 25
(Falls Road) to Yeoho Road (Co. #151)
A total distance of ±2.13 miles

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

GLS:elh

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. G. E. Dailey
Mr. J. M Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. C. R. Olsen
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. Wm. E. Ensor
Mr. S. M. Plemens
Mr. A. Ault
Mr. D. Ramsey
Mr. E. Chambers
Mr. K. Oelmann
Mr. L. Ege
Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. R. L. Sewell
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk


BEREAN
YEOHO
Buffalo
Creek
COLD
ROAD
TRACY'S
LANE
ABEL
ARENHURST
RD.
YEOHO
ROAD
STRINGTON
ROAD
HILL
DUNCAN
ROAD
BELFA
VALLE
ROAD
25
401
Indian
Run
COOPERSVILLE
STRINGTOWN
ROAD
Run
Blackrock
BELFAST
ROAD
TANYARD
ROAD
BUTLER
JOYCE
LN.
WESTERN
RUN
GERBER
ROAD
Run
FALLS
CLIRA
ROAD
NOLES
ROAD
128
Run
Western
ROAD
GADD
ROAD
WORTHINGTON
HEIGHTS
PKWY.
MILLER
ROAD
25

THIS AGREEMENT made this 12th day of August, 1985, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration" party of the first part, and Baltimore County, Maryland hereinafter referred to as "County" party of the second part.

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland.

WHEREAS, the "Highway Administration" has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County" and the "County" has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the County Highway System.

MD 401 (Stringtown Road) from
MD 25 (Falls Road) to Yeoho
Road (Co#151), including
structure #3104 which carries
MD 401 over Blackrock Run
A total distance of ±2.13 miles

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of State road is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ±2.13 mile in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

5. The "County" accepts jurisdiction over and responsible for the maintenance of the said road as of the effecive date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described section of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

John T. Newham
Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION
DEPARTMENT OF TRANSPORTATION

WITNESS:

Dorothy Welnel

BY: Neil J. Pedersen
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 5 day of June 19 81.

Norman Polsky
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Gene L. Neff
Director, Department of Public Works

BALTIMORE COUNTY, MARYLAND

WITNESS:

Patricia L. Kerkner

BY: [illegible]
County Executive 7/23/85

Approved as to form and legal sufficiency this 19th day of July, 1985

[illegible]
County Attorney

E. DAVIS
K. HESS

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

See memo. of Action - 10/29/87

May 17, 1985

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated May 16, 1985, between the State Highway Administration and Baltimore County relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

DONE

SHA to Baltimore County

G6770 - MD 668A (Old Hanover Road) from MD 30 (Hanover Pike) to the road end; South of the WMRR
A total distance of ±0.47 mile

G6772 - MD 668B (Old Hanover Road) from the road end, north of the WMRR to MD 30 (Hanover Pike)
A total distance of ±0.71 mile

G6771 - MD 30A from MD 30 (Hanover Pike) to MD 668A
A total distance of ±0.05 mile

G6773 - MD 30B from MD 30 (Hanover Pike) to MD 668 B
A total distance of ±0.05 mile

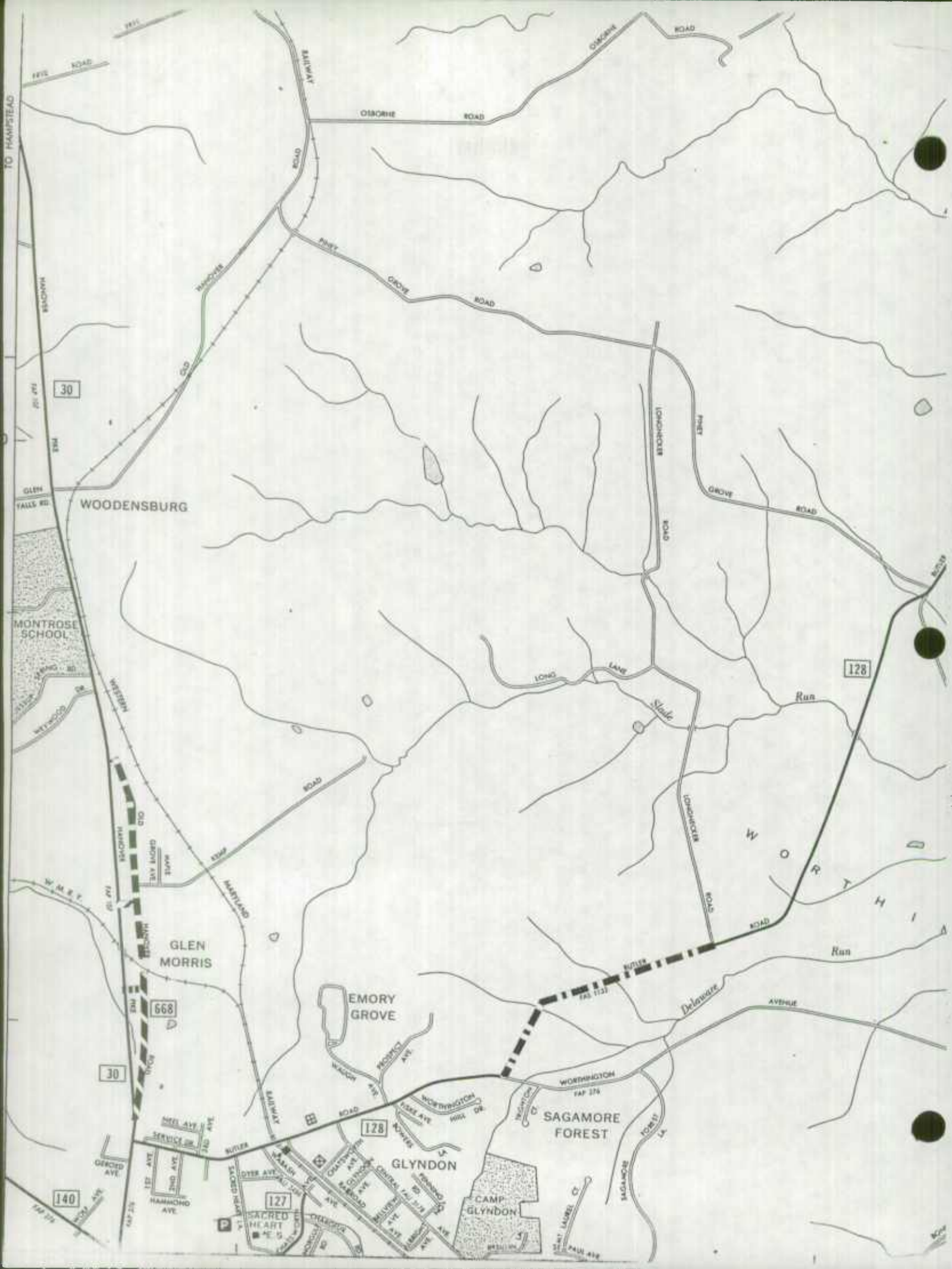
Baltimore County to SHA

MD128 - Butler Road (Co. #444) from MD 128 @ Worthington Ave. to MD 128 @ Longnecker Road
- A total distance of ±0.88 mile

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

GLS:eh

cc: Mr. J. Agro
Mr. G. E. Dailey
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. C. R. Olsen
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. Wm. E. Ensor
Mr. S. M. Plemens
Mr. A. Ault
Mr. D. Ramsey
Maintenance
Mr. E. Chambers
Mr. K. Oelmann
Mr. L. Ege
Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. P. W. Jaworski
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. R. L. Sewell
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk


TO HAMPSTEAD
OSBORNE ROAD
PINE GROVE ROAD
LONGHOLLOW ROAD
WOODENSBURG
MONTROSE SCHOOL
GLEN MORRIS
EMORY GROVE
SAGAMORE FOREST
GLYNDON
CAMP GLYNDON
SACRED HEART
WORTHINGTON
Slade Run
Delaware Run
W O R T H I
30
128
668
140
127

THIS AGREEMENT made this 16th day of May, 1985, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County," party of the second part.

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland.

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State Highway for maintenance purposes, as part of the County Highway System.

- MD 668A (Old Hanover Road) from MD 30 (Hanover Road) to the road end, south of the WMRR
  A total distance of ± 0.47 mile

- MD 668B (Old Hanover Road) from the road end, north of the WMRR to MD 30 (Hanover Pike)
  A total distance of ± 0.71 mile

- MD 30A from MD 30 (Hanover Pike) to MD 668A
  A total distance of ± 0.05 mile

- MD 30B from MD 30 (Hanover Pike) to MD 668B
  A total distance of ± 0.05 mile

IT IS UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing sections of State road is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ± 1.28 miles in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said roads is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the roads involved, including all appurtenances and bridge structures.

5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said roads as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described sections of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

AND BE IT FURTHER AGREED that in consideration of the aforegoing, the "County," party of the second part, does hereby transfer to the "Highway Administration," party of the first part, the following described section of "County" highway for maintenance purposes, as part of the State Highway System.

Butler Road (Co. #444) from MD 128 at Worthington Avenue to
MD 128 at Longnecker Road
A total distance of ± 0.88 mile

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of County road is subject to the following conditions.

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

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

3. The basis for the allocation of funds will exclude the ± 0.88 mile from the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

5. The "Highway Administration" accepts jurisdiction over and responsbility for the maintenance of said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "County" will hereafter prepare a deed of conveyance for the above described section of "County" maintained highway to the "Highway Administration."

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

RECOMMENDED FOR APPROVAL:

John T. Newham
Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Dorothy J. DeCaer

By: Neil J. Pedersen
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 29 day of March, 19 85.

Naman Palshi
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Director of Department of Public Works

BALTIMORE COUNTY, MARYLAND

WITNESS:

Bettie L. Gaye

By: [illegible]
County Executive
For Donald P. Hutchinson

Approved as to form and legal sufficiency this 26th day of April, 19 85.

Paul Angelos Jr.
ASSISTANT County Attorney

done

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

May 7, 1985

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated April 24, 1985, between the State Highway Administration and Baltimore County, relative to the transfer by the Administration to the County of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement.

G 3918
G 3927

MD 330 (Old Belair Road) from US 1 to US 1 opposite Sunshine Avenue in Kingsville
A total distance of ±0.12 mile

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

GS:elh

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

THIS AGREEMENT made this 24th day of April, 1985, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration" party of the first part, and Baltimore County, Maryland hereinafter referred to as "County" party of the second part.

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the State Highway Administrstion of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland.

WHEREAS, the "Highway Administration" has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County" and the "County" has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the County Highway System.

Maryland Route 330 from US 1 to US 1
opposite Sunshine Avenue in Kingsville
a total distance of ± 0.12 mile

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of State road is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ± 0.12 mile in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances.

5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described section of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

John T. McGuire
Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Dorothy J. W. Carter

By: Neil J. Pedersen
Director, Office Of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 1 day of March, 1985.

Naomi Polk
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Director, Department of Public Works

BALTIMORE COUNTY, MARYLAND

WITNESS:

Patricia L. Kirkner

By: 3/29/85
County Executive
For Donald P. Hutchinson

Approved as to form and legal sufficiency this 25th day of MARCH, 1985.

L. Paul Jung Jr.
County Attorney

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

MARCH 22, 1985

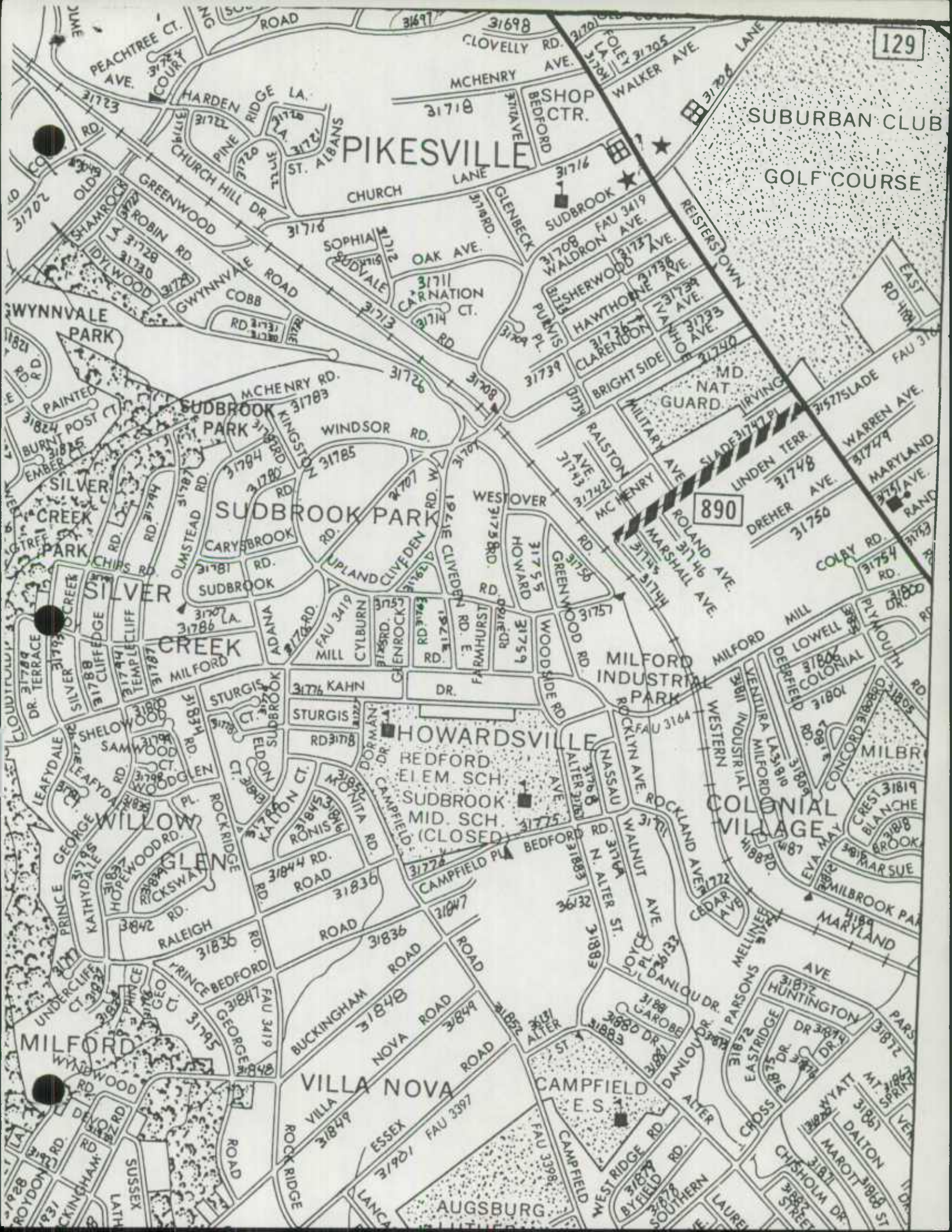
Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated March 19, 1985, between the State Highway Administration and Baltimore County, relative to the transfer by the Administration to the County of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement.

Maryland Route 890 (Slade Avenue) from Maryland Route 140
to Western Maryland Avenue (Co. #1744)
A total distance of ± 0.40 mile

~~Co 6717~~
Co/577
Co 6866

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

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


129
SUBURBAN CLUB
GOLF COURSE
PIKESVILLE
SHOP CTR.
SUDBROOK PARK
SILVER CREEK
SILVER CREEK PARK
WYNNVALE PARK
MILFORD INDUSTRIAL PARK
HOWARDSVILLE
BEDFORD ELEM. SCH.
SUDBROOK MID. SCH. (CLOSED)
COLONIAL VILLAGE
WILLOW GLEN
MILFORD
VILLA NOVA
CAMPFIELD E.S.
AUGSBURG
MD. NAT. GUARD
890
PEACHTREE CT.
CLOVELLY RD.
MCHENRY AVE.
WALKER AVE.
HARDEN RIDGE LA.
CHURCH LANE
CHURCH HILL DR.
GREENWOOD
GWYNNVALE ROAD
SUDBROOK
WALDRON AVE.
REISTERSTOWN
OAK AVE.
CARNATION CT.
MCHENRY RD.
WINDSOR RD.
WESTOVER RD.
UPLAND
CLIVEDEN RD.
CARYSBROOK
SUDBROOK
MILFORD
KAHN DR.
STURGIS
BEDFORD RD.
CAMPFIELD PL.
RALEIGH ROAD
BUCKINGHAM ROAD
NOVA ROAD
ESSEX
ROCKLAND AVE.
WESTERN
MILFORD
MARYLAND
WARREN AVE.
LINDEN TERR.
DREHER AVE.
COLBY RD.
MILL
HUNTINGTON AVE.
PARSONS
EASTRIDGE
WEST RIDGE RD.
CHISHOLM DR.
DALTON
MAROTT
WYATT
ALTER ST.
N. ALTER ST.
WALNUT AVE
CEDAR AVE
DANLOU DR.
JOYCE PL.
GAROBE
ROCKRIDGE
KATHYDALE
PRINCE GEORGE
LEAFYDALE
SHELWOOD
SAMWOOD
WOODGLEN
HOPEWOOD RD.
UNDERCLIFF
WYNDWOOD
DEVON RD.
SUSSEX
LATHAM
ROYDON
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THIS AGREEMENT made this 19th day of March, 19 85, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Baltimore County, Maryland hereinafter referred to as "County" party of the second part.

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

WHEREAS, the "Highway Administration" has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County", and the "County" has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over

and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the County Highway System.

Maryland Route 890 (Slade Avenue)
from Maryland Route 140 to
Western Maryland Avenue (CO #1744)
A distance of ±0.40 miles

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of State road is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ±0.40 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances.

5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described section of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

John T. Meekins
Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Dorothy J. DeCarlo

By: Neil J. Pedersen
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 20 day of Dec, 1984.

Maria Pabst
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Director, Department of Public Works

Baltimore County, Maryland

WITNESS:

Patricia L. Kirkner

By:
County Executive
2/19/85

Approved as to form and legal sufficiency this 14th day of February, 1985.

Assistant County Attorney

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

October 25, 1984

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

SHA TO BALTIMORE COUNTY

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

now Co 360

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

now Co 661 S

BALTIMORE COUNTY TO SHA

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

Co. 361 (Part)

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

Co. 363 (All)

BALTIMORE CITY TO SHA

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

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

MU 4511 (All)

BALTIMORE CITY TO BALTIMORE COUNTY

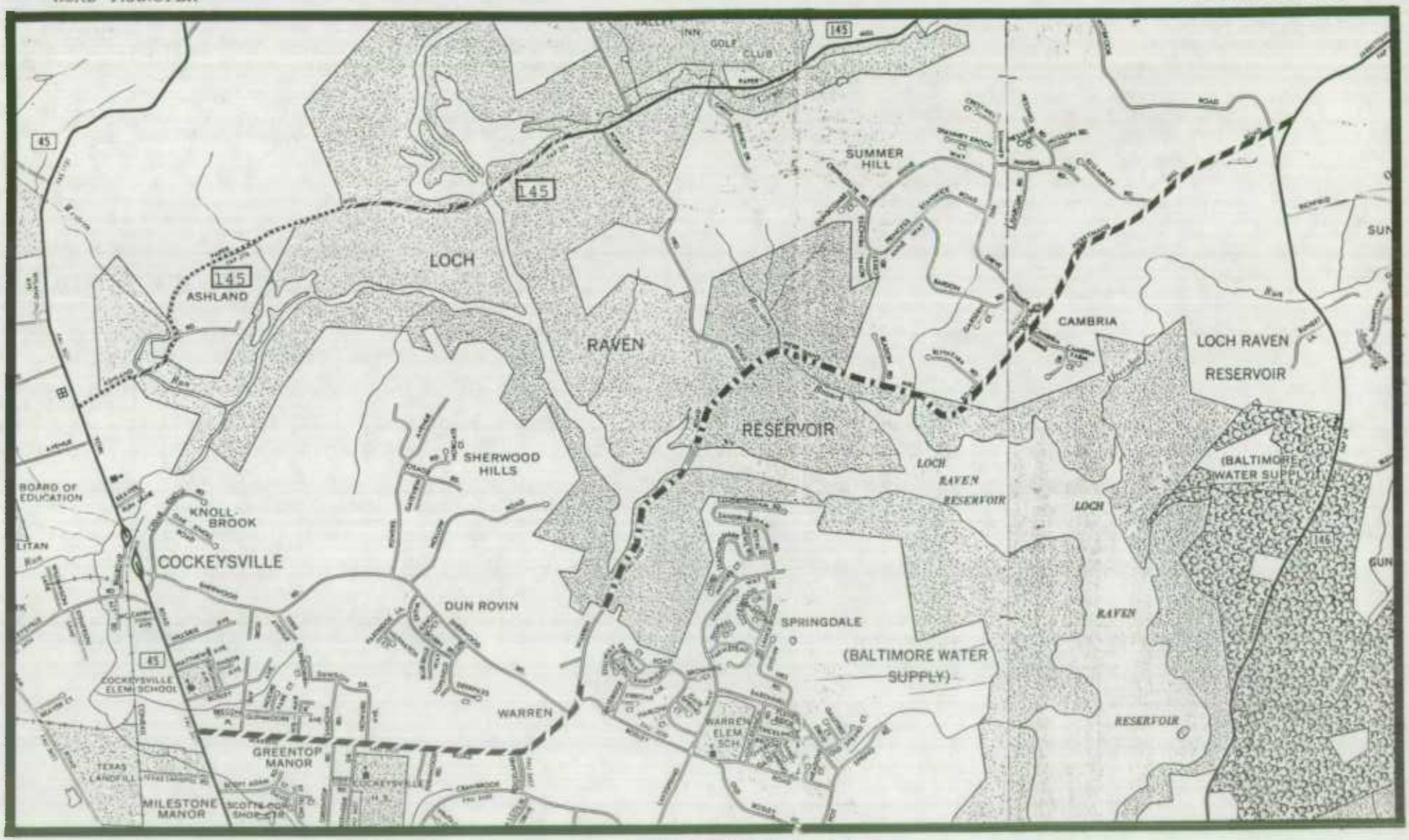
Warren/Merryman's Mill Road through the Loch Raven Reservior
A total distance of ±1.87 miles

now Co 360 WAS MU 4520

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

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

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



SHA to BALTIMORE COUNTY

BALTIMORE COUNTY to SHA

BALTIMORE CITY to SHA

BALTIMORE CITY to BALTIMORE COUNTY

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

OK
ALREADY IN Co. SYSTEM

August 1, 1984

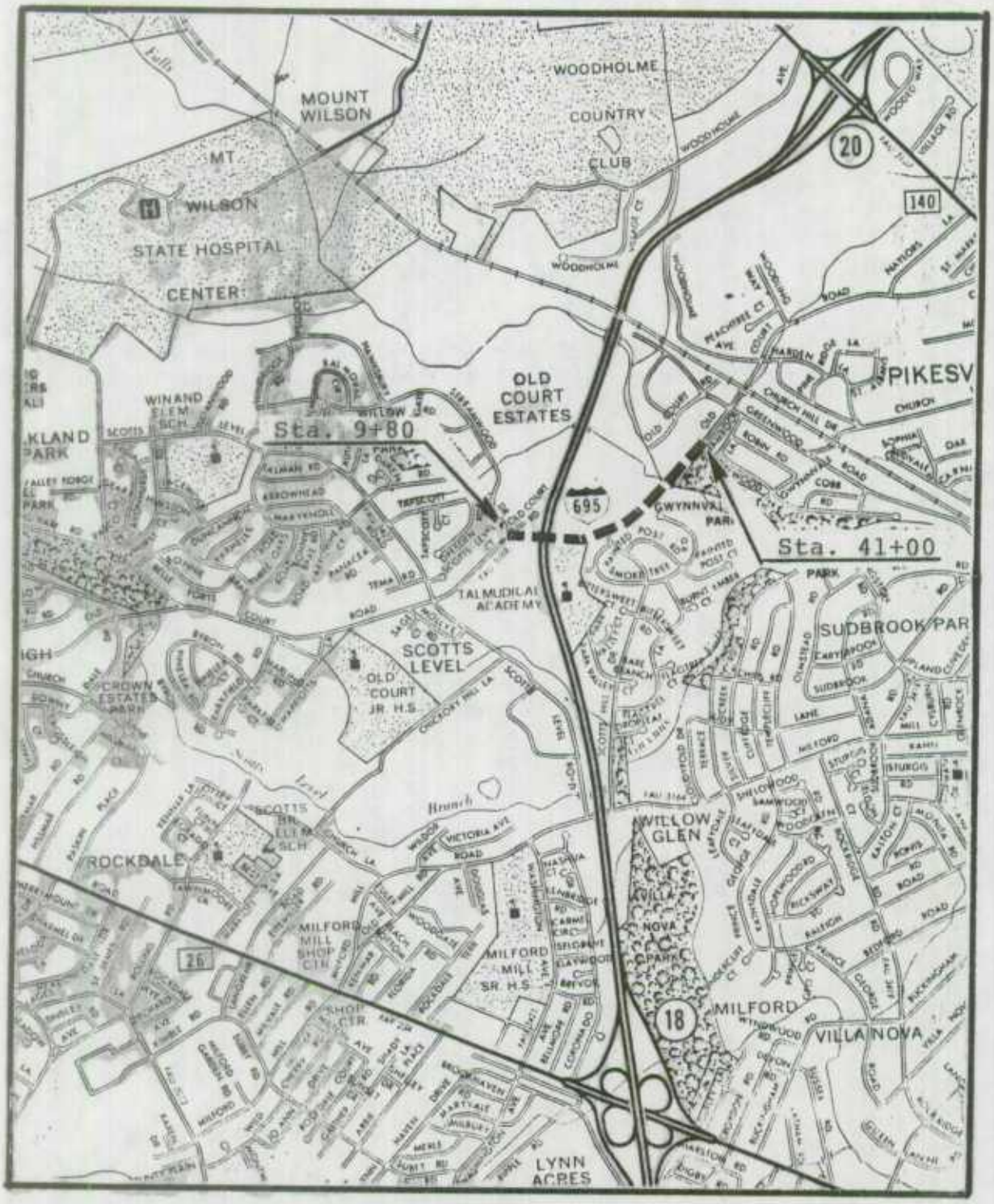
Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated July 26, 1984, between the State Highway Administration and Baltimore County, relative to the transfer by the Administration to the County of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement.

> Old Court Road from 0.03 mile west of Streamwood Drive to 0.10 mile west of Greenwood Road (including structure #3275 over the Gwynns Falls and the Metro Line).
> A total distance of ± 0.59 mile. Co 1700

Said agreement had previously been executed by the appropriate Baltimore County Officials and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

GS:cas

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



OLD COURT ROAD (Relocated) as constructed under Contract #B 635-093-420

THIS AGREEMENT made this 26th day of July, 19 84, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Baltimore County, Maryland hereinafter referred to as "County" party of the second part.

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

WHEREAS, the "Highway Administration" has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County" and the "County" has agreed to accept same as an integral part of the "County" Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" does hereby transfer unto the "County" and the "County" does hereby accept from the "Highway Administration"

jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the "County" Highway System.

Old Court Road from 0.03 mile west of Streamwood Drive to 0.10 mile west of Greenwood Road (including structure #3275 over the Gwynns Falls and the Metro line) A total distance of ±0.59 miles.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of State road is subject to the following conditions:

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

2. The aforegoing mileage is currently included in the inventory of the "County", therefore the basis for the allocation of funds will not change as a result of this agreement.

3. The "Highway Administration" will reimburse the "County" for one-half the cost of widening and rehabilitating structure #3275 carrying Old Court Road over the Gwynns Falls and the MTA Facility, not to exceed $625,000.

4. The "Highway Administration" will retain ownership of structure #3142 carrying Old Court Road over the Baltimore Beltway (I-695) and will be responsible for all major repairs. The "County" will be responsible for all minor surface repairs, including snow removal and striping.

5. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances.

6. The "County" accepts jurisdiction over and responsibility for the maintenance of said road as of the effective date of transfer. The "Highway Administration" and the "County" acknowledge that the "County" has maintained said road since completion of Baltimore Beltway (I-695) Contract #B-635-093-420 in May, 1962.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described section of "State" constructed highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

Glenn S Orlin
Chief, Bureau of
Highway Statistics
for John T. Newkom

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Dorothy J. DeCarlo

By: Neil J. Pedersen 7/26/84
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 20 day of
July, 1984

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Gene Dopp
Director-Department of Public Works, BALTIMORE COUNTY, Maryland

WITNESS:

Patricia L. Kuchner

By: [illegible] 7/16/84
County Executive
For Donald P. Hutchinson

Approved as to form and legal
sufficiency this 16th day of
July, 1984.

L Paul Jungkeit
Assistant County Attorney

Maryland Department of Transportation

State Highway Administration

Lowell K. Bridwell
Secretary

Hal Kassoff
Administrator

July 2, 1984

MEMORANDUM

TO: Distribution List

FROM: Neil J. Pedersen, Director
Office of Planning and
Preliminary Engineering

Neil J Pedersen

SUBJECT: Interstate Route 795 Designation

On April 10, 1984, the SHA made an application to AASHTO's Route Numbering Committee requesting that the section of the Northwest Expressway from Owings Mills to Reisterstown be designated as Interstate Route 795. Approval of that submission was received on June 6, 1984.

The SHA has also reviewed this matter with the FHWA, and has received their approval under the provisions of Section 139(b) of Title 23, United States Code. FHWA also advises that the designation creates no financial responsibility for the highway.

The purpose of this designation is to avoid confusion for the motorist by providing consistent, directional, and informational route signing, to avoid the possibility of double signing and to reduce the amount of signing required.

Attached, for your use, is a map indicating the approved designation.

Should you have any questions or a need for additional information, please do not hesitate to contact this office, or Mr. John T. Neukam, at 659-1369.

NJP:cas

Attachment

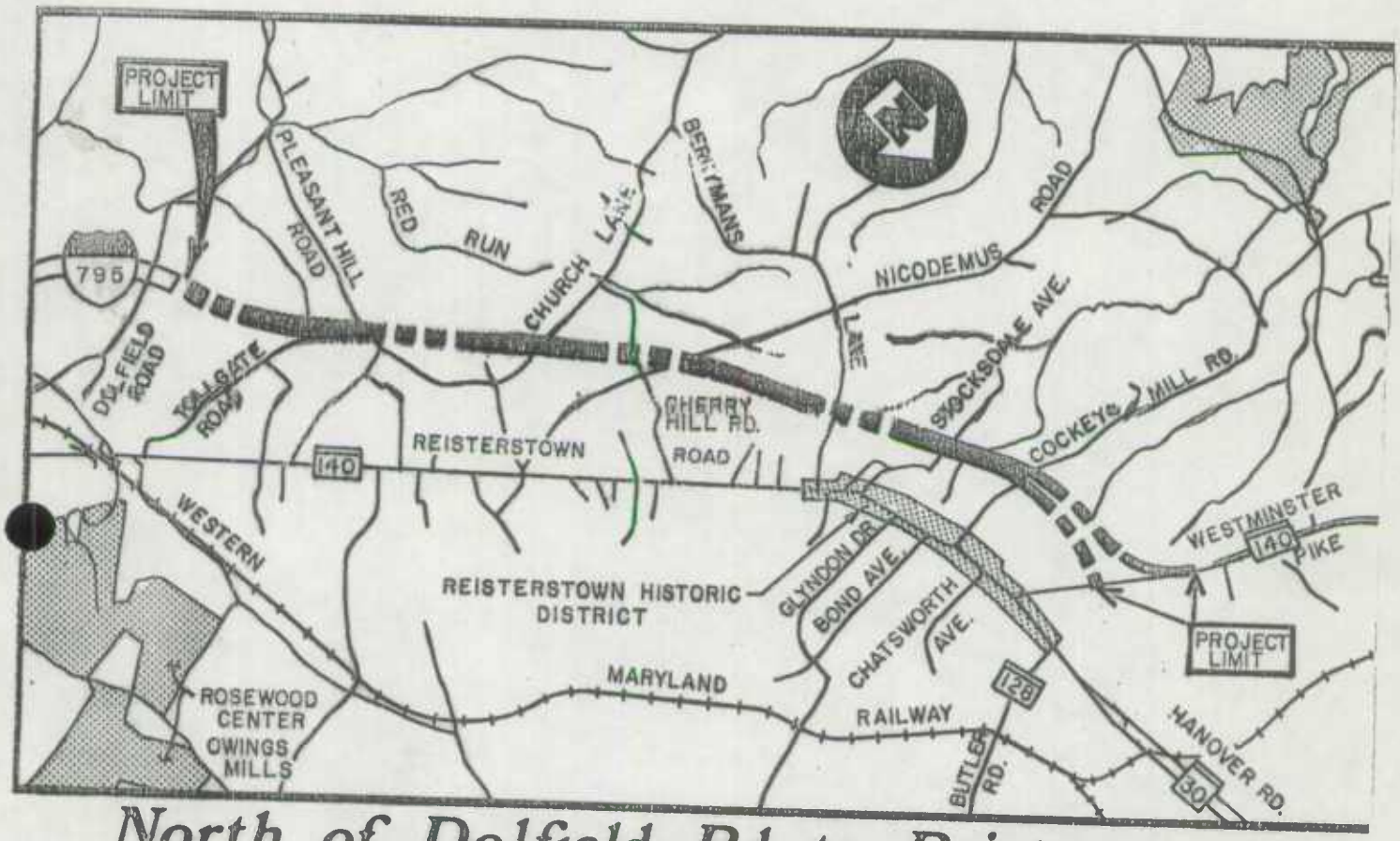
carry presently as Md 795 Prop because of FAP & FAU rte nos.; change to I-795 per this letter when built.

My telephone number is 1110
Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

DISTRIBUTION - I-795 ROUTE DESIGNATION

H. Kassoff	Room 400, Hdq.
J. Agro	Room 400, Hdq.
G. E. Dailey	Room 404, Hdq.
R. J. Finck	Room 406, Hdq.
C. T. Carter	Room 403, Hdq.
E. M. Loskot	Room 405, Hdq.
F. Rappe	OTP - MDOT
E. S. Freedman	Room 306, Hdq.
T. Hicks	Room 102C, Tra.
J. N. Day	Room 111, Hdq.
C. R. Olsen	District #4
L. Ege	Room 310, Hdq.
J. L. White	Room 211, Hdq.
A. M. Capizzi	Room 506, Hdq.
C. Lee	Room 609, Hdq.
P. S. Jaworski	Room 104, Tra.
D. A. Wiles	Room 106D, Tra.
S. M. Plemens	Regional Traffic Engineer - District #4
R. Ulrich	Room 416, Hdq.
R. Byron	Room 112, Hdq.
P. E. Becker, Jr.	Room 203, Hdq.
R. C. Davison	Room 223, Brooklandville
A. F. Yurek	Radio Shop
R. L. Ward	Property Map Division, Dept. of Assessments & Taxation, One Investment Place, 8th Floor, Towson, MD 21204

NORTHWEST EXPRESSWAY



North of Dolfield Rd. to Reisterstown

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

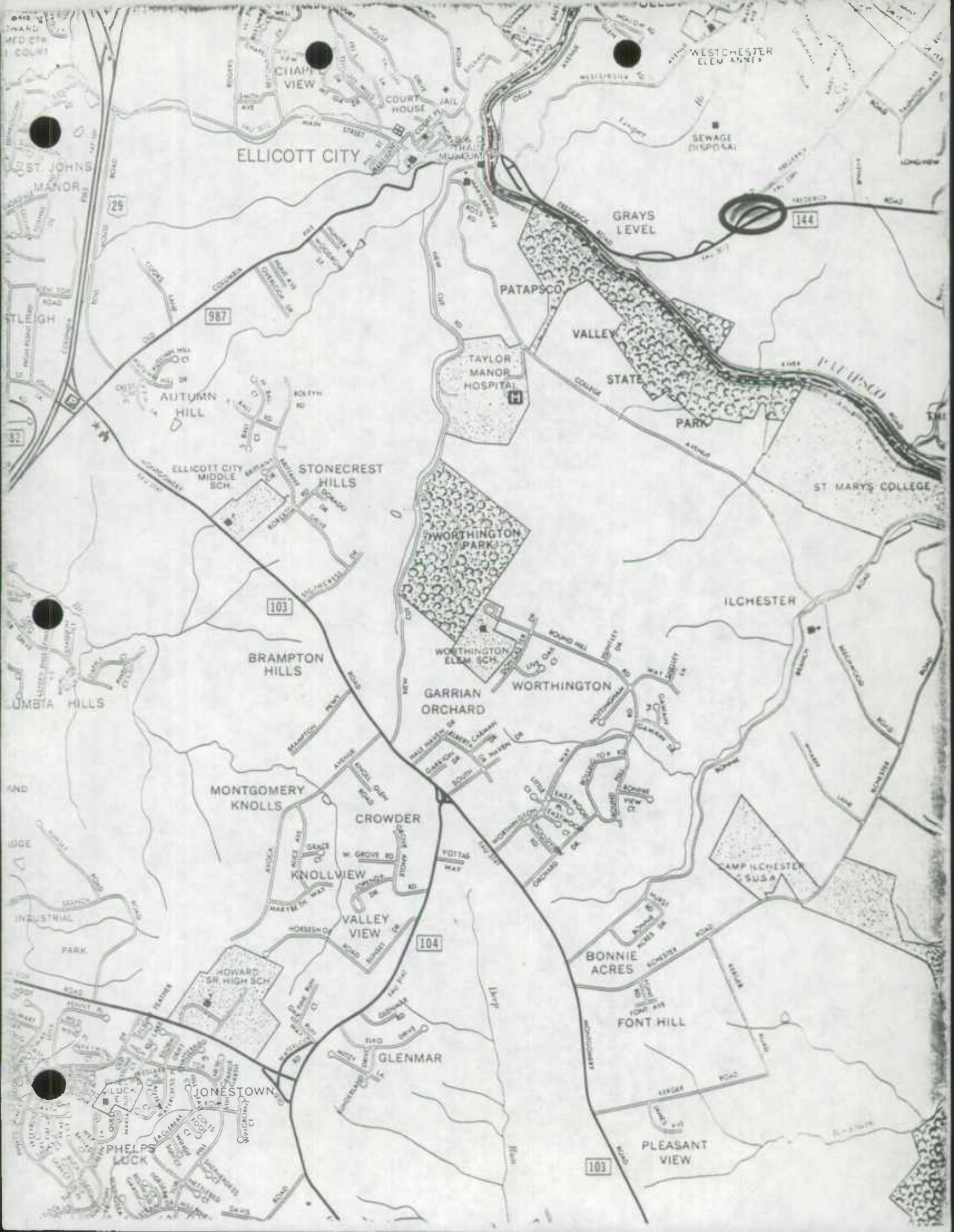
June 27, 1983

Director Kassoff, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated May 23, 1983, between the State Highway Administration and Baltimore County, relative to the tranfer by the Administration to the County of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement.

G.6639 Maryland Route 771A from Maryland 144 to
Maryland 144
A distance of ±0.17 mile.

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

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


ELLICOTT CITY
COURT HOUSE
JAIL
WESTCHESTER ELEM SCHOOL
SEWAGE DISPOSAL
GRAYS LEVEL
PATAPSCO
VALLEY
STATE
PARK
TAYLOR MANOR HOSPITAL
AUTUMN HILL
ELLICOTT CITY MIDDLE SCH.
STONECREST HILLS
ST. MARYS COLLEGE
WORTHINGTON PARK
ILCHESTER
WORTHINGTON ELEM. SCH.
WORTHINGTON
BRAMPTON HILLS
GARRIAN ORCHARD
MONTGOMERY KNOLLS
CROWDER
KNOLLVIEW
VALLEY VIEW
CAMP ILCHESTER USA
BONNIE ACRES
FONT HILL
HOWARD SR. HIGH SCH.
GLENMAR
JONESTOWN
PHELPS LUCK
PLEASANT VIEW
INDUSTRIAL PARK
ST. JOHNS MANOR
29
144
987
82
103
104

THIS AGREEMENT made this 23rd day of May, 19 83, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Baltimore County, Maryland hereinafter referred to as "County" party of the second part.

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the governing bodies of the several political subdivisions of Maryland, for the purpose of reducing the cost of road maintenance, and the governing bodies of the several political subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Muncipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance, and,

WHEREAS, the "Highway Administration" has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County", and the "County" has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway

Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the County Highway System.

Maryland Route 771A from MD 144
(Frederick Road) to MD 144
A distance of ±0.17 miles

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of State road is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ±0.17 mile in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances.

5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described section of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By:

Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 21 day of _____, 1983.

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Director, Dept. of Public Works

Baltimore County, Maryland

WITNESS:

By:

County Exectuve

3-14-83

Approved as to form and legal sufficiency this 2 day of MARCH, 1983.

Asst. County Attorney

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

May 19, 1983

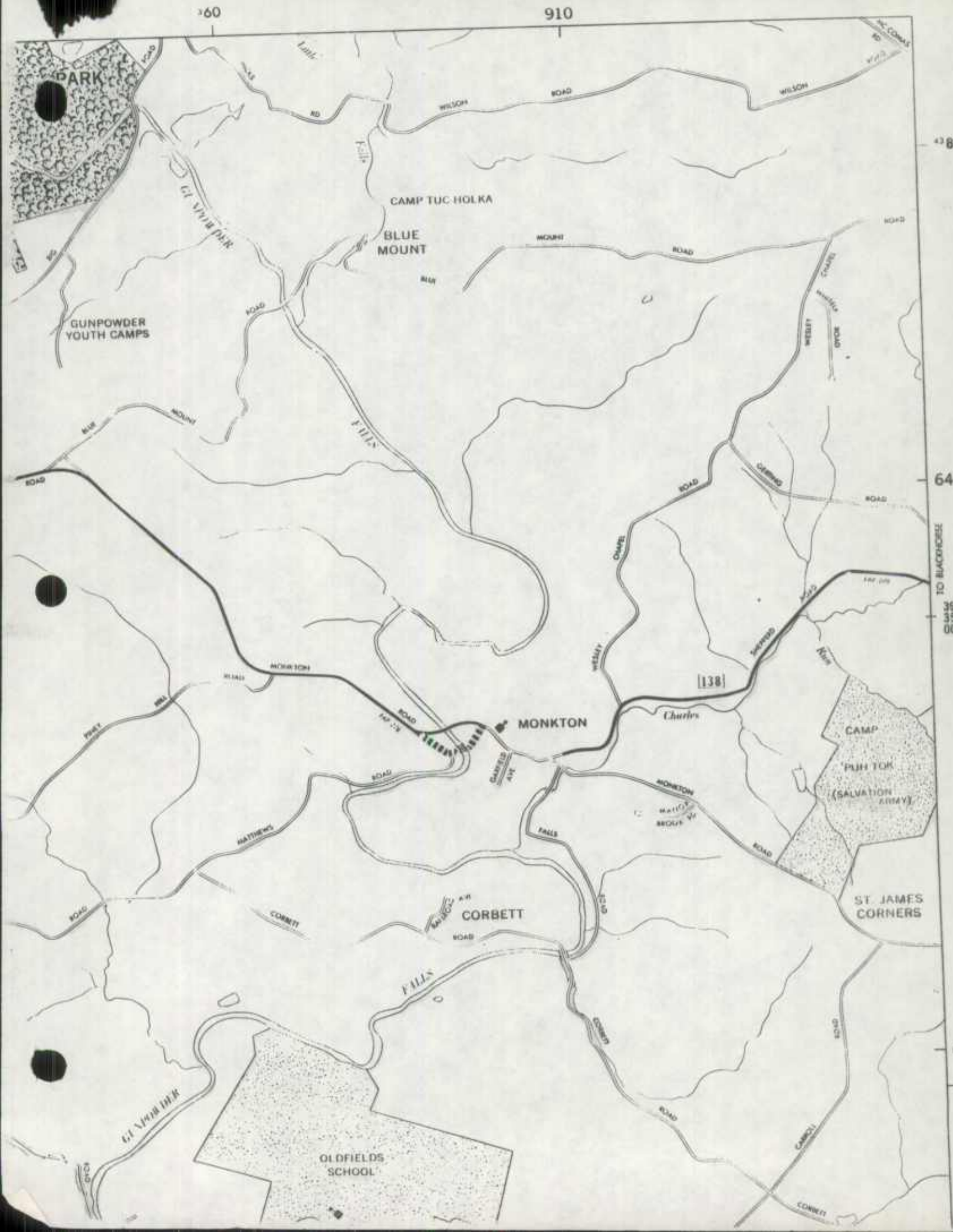
Director Kassoff, Office of Planning and Preliminary Engineering executed a road transfer agreement dated April 21, 1983, between the State Highway Administration and Baltimore County, relative to the transfer by the Administration to the County of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement:

co 6637 Maryland Route 138A from Maryland 138
to Matthews Road (County Route #226)
A total distance of ±0.13 mile

co 6638 Maryland Route 138B from Maryland 138
to the road end at the Gunpowder Falls
A total distance of ±0.09 mile

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

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


910
PARK
WILSON
ROAD
CAMP TUC HOLKA
BLUE
MOUNT
GUNPOWDER
YOUTH CAMPS
FALLS
MONKTON
[138]
MONKTON
CAMP
PUH TOK
(SALVATION
ARMY)
ST. JAMES
CORNERS
CORBETT
OLDFIELDS
SCHOOL
TO BLACKHORSE
640
85

THIS AGREEMENT made this 21 st day of April, 19 83, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Baltimore County, Maryland hereinafter referred to as "County" party of the second part.

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

WHEREAS, the "Highway Administration" has agreed to transfer the hereinafter described sections of road which heretofore were maintained by the "Highway Administration" to the "County", and the "County" has agreed to accept same as an integral part of the County Highway System,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway

Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State Highway for maintenance purposes, as part of the County Highway System.

Maryland Route 138A from Maryland 138
to Matthews Road (County Route #226)
A total distance of ±0.13 mile

Maryland Route 138B from Maryland 138
to the road end @ the Gunpowder Falls
A total distance of ±0.09 mile

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing sections of State road is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ±0.22 mile in the allocation of the County beginning July 1st of the year following the date as set forth in Item 2 above.

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

5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said roads as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described sections of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

John T. Newham
Chief, Bureau of Highway Statistics

WITNESS:

Dorothy J. Delcher

By: Hal Kassoff
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal sufficiency this 17 day of January, 19 83.

Assistant Attorney General

BALTIMORE COUNTY, MARYLAND

RECOMMENDED FOR APPROVAL:

County Engineer

WITNESS:

Patricia L. Kirkner

By: Donald P. Hutchinson 3-23-83
County Executive

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
AND APPROVED FOR EXECUTION.

OFFICE OF LAW

By: Phillip Wagner
ASSISTANT COUNTY SOLICITOR 3-23-83

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

January 24, 1983

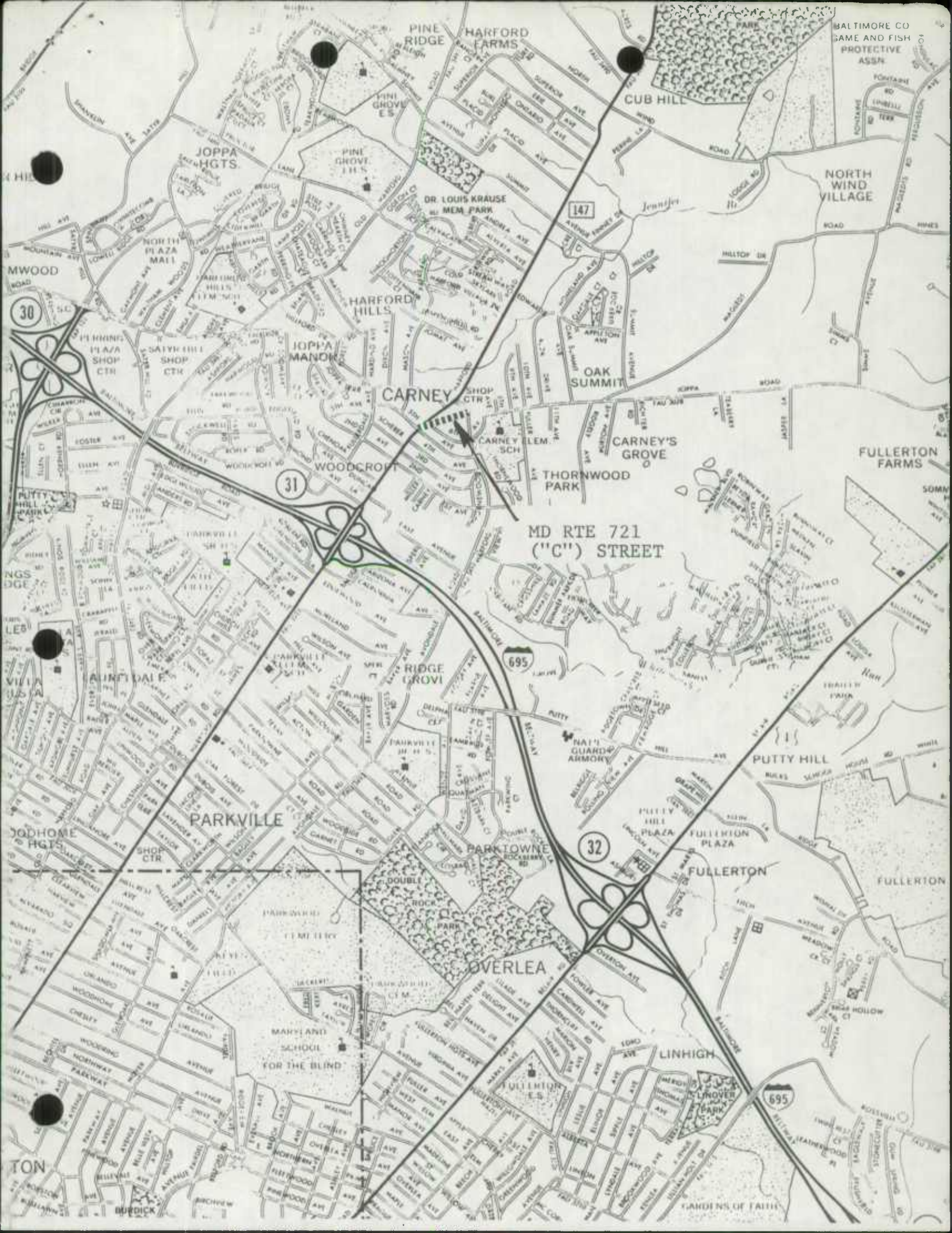
Director Kassoff, Office of Planning and Preliminary Engineering, executed a road transfer dated January 20, 1983, between the State Highway Administration and Baltimore County, Maryland, relative to the transfer by the Administration to the County of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement.

Maryland Route 721 ("C" Street) from Maryland Route 147 (Harford Road) at Fifth Street to Joppa Road (County #1400)
A total distance of ± 0.14 mile.

C06562

Said agreement had previously been executed by the Baltimore County Executive and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

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


PINE RIDGE
HARFORD FARMS
BALTIMORE CO GAME AND FISH PROTECTIVE ASSN.
CUB HILL
PINE GROVE ES
JOPPA HGTS.
PINE GROVE HS
DR. LOUIS KRAUSE MEM. PARK
147
NORTH WIND VILLAGE
NORTH PLAZA MALL
HARFORD HILLS
JOPPA MANOR
30
SATYR HILL SHOP CTR
OAK SUMMIT
CARNEY
SHOP CTR
CARNEY ELEM. SCH
CARNEY'S GROVE
FULLERTON FARMS
WOODCROFT
31
THORNWOOD PARK
MD RTE 721 ("C") STREET
695
RIDGE GROVE
NAT'L GUARD ARMORY
PUTTY HILL
PARKVILLE
PARKTOWNE
32
FULLERTON PLAZA
FULLERTON
DOUBLE ROCK PARK
OVERLEA
MARYLAND SCHOOL FOR THE BLIND
LINHIGH
LINOVER PARK
GARDENS OF FAITH

THIS AGREEMENT made this 20th day of January, 19 83, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Baltimore County, Maryland hereinafter referred to as "County", party of the second part.

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

WHEREAS, the "Highway Administration" has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County", and the "County" has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway

Administration" does hereby transfer unto the "County" and the "County" does accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the County Highway System.

Maryland Route 721 ("C" Street) from
Maryland Route 147 (Harford Road) at
Fifth Street to Joppa Road (County 1400)
A distance of ± 0.14 miles.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of State road is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ± 0.14 mile in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances.

5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above described section of "State" maintained highway to the "County" subject to the approval of the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: 1/20/83
Director, Office of Planning and Preliminary Engineering

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

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

County Engineer

Baltimore County, Maryland

WITNESS:

By: 12-21-82
County Executive

Approved as to form and legal sufficiency this 22nd day of December, 19 82.

for County Attorney 12-22-82

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

September 10, 1982

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

STATE HIGHWAY ADMINISTRATION TO BALTIMORE COUNTY

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

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

BALTIMORE COUNTY TO STATE HIGHWAY ADMINISTRATION

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

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

BALTIMORE CITY TO STATE HIGHWAY ADMINISTRATION

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

BALTIMORE CITY TO BALTIMORE COUNTY

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

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

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

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

WHEREAS, under authority contained in Transpor
Article - Title 8-304 of the Annotated Code of Maryland,
State Highway Administration of the Department of Transp
of Maryland is empowered to enter into an agreement to t
jurisdiction over and responsibility for the maintenance
State Highway, or portion thereof, with the governing b
the several political subdivisions of Maryland, for th
of reducing the cost of road maintenance, and the gove
bodies of the several political subdivisions of Maryl
empowered to enter into an agreement to transfer jurisd
over and responsibility for the maintenance of any Co
Municipal road, or portion thereof, with the State Hig
Administration of the Department of Transportation of Ma
for the purpose of reducing the cost of road maintenance;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRA OF THE DEPARTMENT OF TRANSPO

WITNESS:

By:

Director, Office of Plann and Preliminary Engineeri

Approved as to form and legal sufficiency this day o 19

Assistant Attorney Genera

RECOMMENDED FOR APPROVAL:

County Engineer

BALTIMORE COUNTY, MARYLAND

WITNESS:

By: _____
County Executive

Approved as to form and le
sufficiency this 16 day
April, 19 8

Stanley J. Schapiro
ASST. County Attorney

ATTEST:

Custodian of The City Seal

MAYOR AND CITY COUNCIL OF

William Donald Sch
Mayor

APPROVED:

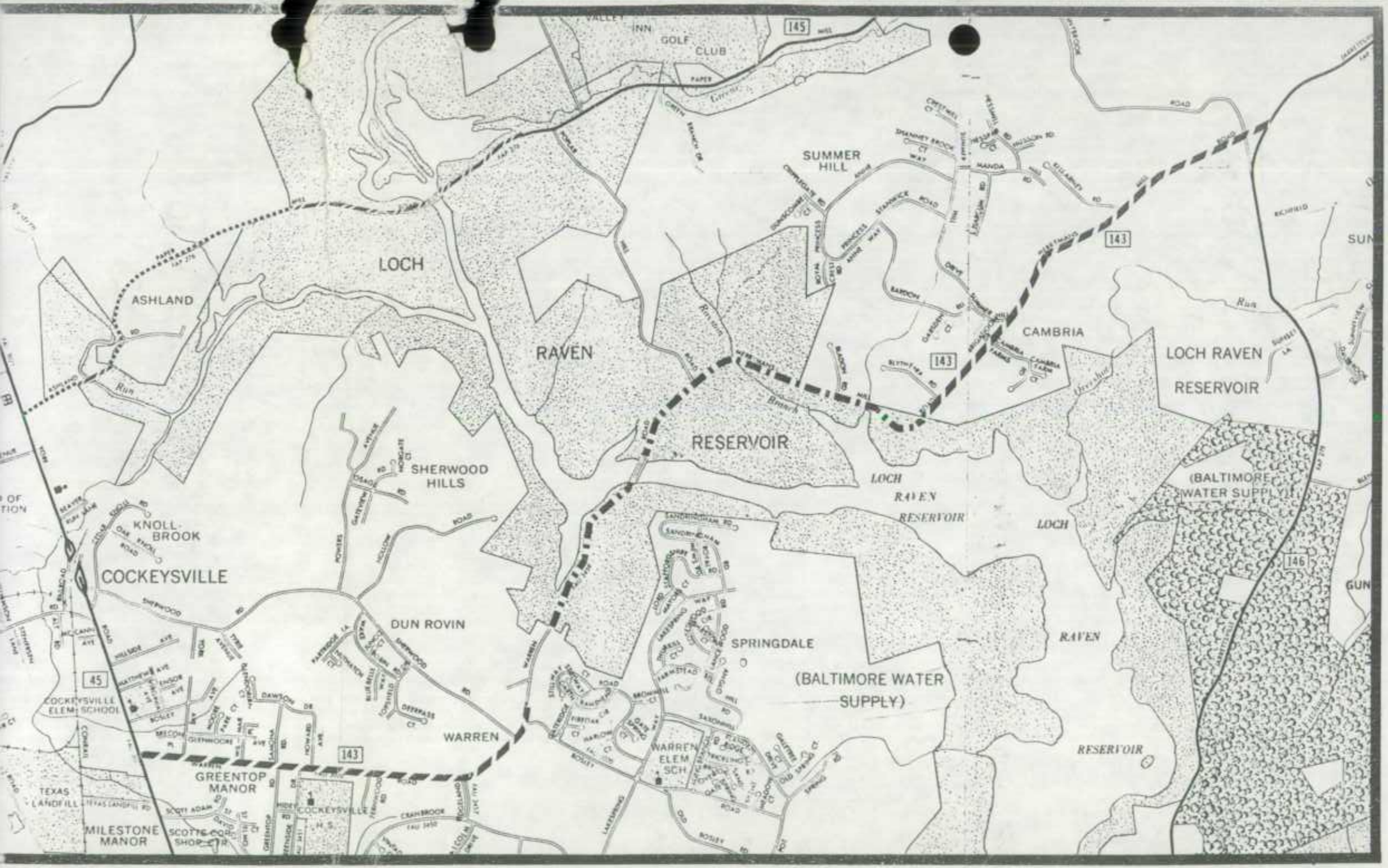
Director of Public Wor

Head, Bureau of Water
Waste Water

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

Assistant City Solicitor

APPROVED BY THE BOARD OF ESTIMAT
Date JUN 16 1982
Deputy Comptroller & Clk. to the



SHA to BALTIMORE COUNTY

BALTIMORE COUNTY to SHA

BALTIMORE CITY to SHA

BALTIMORE CITY to BALTIMORE COUNTY

STATE HIGHWAY ADMINISTRATION

February 18, 1981

Edgar L. Davis
Bureau of Highway Statistics

From: Barry E. Ditto, Chief
Right of Way District 4

B 718-003-473
Maryland Route 41 (Perring Parkway): Proctor Lane to Harford Co. Line
Re: Leonard Stulman, et ux
Item: 63129

I am replying to your telephone inquiry of January 28, 1981, wherein you requested information regarding how we obtained title to Perring Parkway between Satyr Hill Road and Waltham Woods Road in Baltimore County. This case has an extensive history whereby we started right of way acquisition as a high priority project only to see our public and county support withdraw at the public hearing.

We could not abandon the case because we had entered onto the property and relocated certain old graves situated within our proposed right of way. A settlement was arrived at between the parties and an "inquisition" was obtained from the Circuit Court of Baltimore County on October 3, 1979, (see attached copy).

For specific right of way location, see SHA Plats numbered 44256, 44257, 44259 and 44354 (which plats include some extra land).

Should you require additional information, please advise.

Ditto

BED/mbl

Enclosure

cc: Headquarters File

MD 41 letter

STATE HIGHWAY ADMINISTRATION

February 18, 1981

Edgar L. Davis
Bureau of Highway Statistics

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Right of Way District 4

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Should you require additional information, please advise.

Ditto

BED/mbl

Enclosure

cc: Headquarters File

RECEIVED 6/82 BEAR CREEK TOLL BRIDGE

Item 1
CODE: 04--RW-80-020
District No. 12

THIS DEED, Made this 13th day of March, 1980, by the BALTIMORE COUNTY REVENUE AUTHORITY, a public corporation and an instrumentality of Baltimore County, Maryland, party of the first part, Grantor and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, party of the second part, Grantee,. Witnesseth:

WHEREAS, Grantor owns and operates two (2) toll bridges located in Baltimore County known as Bear Creek Bridge I and Bear Creek Bridge II, Bear Creek Bridge I having been acquired by Grantor from The Sparrows Point Bridge Company by Deed dated January 29, 1957 and recorded in the Land Records of Baltimore County in Liber 3098, folio 457, and Bear Creek Bridge II having been constructed by Grantor in, on, over, under and pursuant to a certain easement which was granted and conveyed by the State of Maryland to Grantor herein by Deed dated June 18, 1958 and recorded in the Land Records of Baltimore County in Liber 3370, folio 484; and

WHEREAS, the Grantor herein desires to eliminate the tolls on Bear Creek Bridges I and II and in order to accomplish said removal of tolls, the General Assembly of The State of Maryland enacted Chapter 447 of the Laws of Maryland 1979, authorizing the Board of Public Works of the State of Maryland to issue and sell general obligation bonds of the State of Maryland to evidence a loan known as the Bear Creek Bridges Loan of 1979 and to apply the proceeds of the bond issuance to pay the principal of and interest on unredeemed and outstanding Bear Creek Bridges Bonds of 1958 so that the tolls on the Bridges may be removed, provided that title to the Bridges be transferred from the Grantor to Baltimore County, Maryland, Grantee; and

WHEREAS, by Resolution duly adopted by Grantor, Grantor was authorized, among other things, to (i) take advantage of the Bear Creek Bridges Loan of 1979 as enacted by Chapter 447 of the Laws of

Maryland of 1979; (ii) cause the proceeds of said Loan to be used to pay the outstanding principal of and interest on the outstanding Bear Creek Bridge Bonds of 1958; (iii) to transfer title to Bear Creek Bridges I and II to the Grantee; and (iv) cease to charge and collect tolls for the use of the Bear Creek Bridges I and II at such time as the proceeds of the Bear Creek Bridges Loan of 1979 are paid over to The Equitable Trust Company, trustee under Indenture of Trust between Grantor and The Equitable Trust Company, Trustee, dated July 1, 1958; and

WHEREAS, The Equitable Trust Company, Trustee has received and accepted the loan proceeds and agreed to use said proceeds in accordance with Chapter 447 of the Laws of Maryland of 1979 and in accordance with the Indenture of Trust dated July 1, 1958 between Grantor and Trustee as evidenced by a Certificate of Acceptance and Trust dated as of February 21, 1980.

NOW THEREFORE, in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations including the recitals set forth herein and in accordance with and pursuant to Chapters 446 and 447 of the Laws of Maryland of 1979, the Baltimore County Revenue Authority, Grantor, does hereby grant and convey to Baltimore County, Maryland, a body corporate and politic, Grantee, its successors and assigns, in fee simple, all that lot or parcel of land situate, lying and being in the Twelfth Election District of Baltimore County and described as follows:

BEGINNING for the same at the intersection of the center line of the roadway on the Sparrows Point Bear Creek Bridge with a line drawn between the ends of the wing walls of the north abutment of said bridge and running thence at right angles to said center line north 51 degrees 05 minutes and 10 seconds east 75 feet thence parallel to said center line

north 38 degrees 54 minutes 50 seconds west 581 feet thence at right angles to said center line south 51 degrees 05 minutes 10 seconds west 175 feet thence parallel to said center line south 38 degrees 54 minutes 50 seconds east 581 feet and thence at right angles to said center line north 51 degrees 05 minutes 10 seconds east 100 feet to the place of beginning.

CONTAINING: 2.334 acres of land, more or less.

BEING all and the same lot or parcel of land which by Deed dated January 29, 1957 and recorded among the Land Records of Baltimore County in Liber 3098, folio 457 was granted and conveyed by The Sparrows Point Bridge Company to the Grantor herein, Referred to herein as the "Property first described".

AND the said Grantor does further grant and convey unto Baltimore County, Maryland, a body corporate and politic, its successors and assigns, all its right, title and interest in and to an easement under, in and over the waters of Bear Creek in Baltimore County, to construct and maintain a bridge or bridges over said creek in an area described as follows:

An area two hundred (200) feet in width, the center line of which bearing south 65 degrees, 5 minutes, 19 seconds east is located 895.61 feet from the center of the swing span of the Baltimore & Ohio Railroad Bridge over said Creek along the line from said center line of said area two hundred (200) feet in width bearing north 56 degrees, 38 minutes 2 seconds east to said center of said swing span.

BEING that same easement which by Deed dated June 18, 1958 and recorded among the Land Records of Baltimore County in Liber 3370, folio 484 was granted and conveyed by the State of Maryland to the Grantor herein. Referred to herein as the "Easement secondly described".

AND in further consideration of the premises, the Grantor does further grant and convey unto Baltimore County, Maryland, its

successors and assigns the bridges across Bear Creek known as Bear Creek Bridge I and Bear Creek Bridge II and all real property and interests in real property now owned by the said Grantor wherever situate in connection therewith, and all appurtenances thereof, including (without in any manner limiting or impairing by the enumeration of the same the generality of the foregoing), all roads, causeways, approaches, terminals, dams, dykes, viaducts, falls, trestles, bulkheads and piers and the bridges now constructed over said Bear Creek, and all easements, licenses, permits, franchises, privileges, rights-of-ways, and other rights and appurtenances in, to, or in connection with said bridges.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining to the property first described or the easement secondly described.

TO HAVE AND TO HOLD the land, premises and property first described and hereby intended to be conveyed unto the use and benefit of Baltimore County, Maryland, a body corporate and politic, its successors and assigns in fee simple and TO HAVE AND TO HOLD the easement secondly described and hereby intended to be conveyed unto Baltimore County, Maryland, a body corporate and politic, its successors and assigns.

AND the said Grantor convenants that it will warrant specially the property and rights granted and conveyed and that it will execute such further assurances of the land as may be required including such other deeds, documents and instruments of title or transfer as may be reasonably required by Grantee to complete the transfer of all of the Grantors right, title and interest in and to the Bridges and the property,

improvements and rights in connection therewith and that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed.

IN WITNESS WHEREOF the said Grantor has caused this instrument to be executed in its name and on its behalf and under its corporate seal, by its Chairman, the day and year first written.

ATTEST:

Margaret O. Cassell
Secretary, Assistant

BALTIMORE COUNTY REVENUE AUTHORITY

By: J. T. Schlenger
Jacques T. Schlenger, Chairman

APPROVED AND ACCEPTED:

BALTIMORE COUNTY, MARYLAND

Carole W. Folk
Secretary

By: Donald P. Hutchinson
Donald P. Hutchinson
County Executive

Approved as to form:

Robert F. Sauer Jr.
Assistant County Solicitor

Approved as to legal sufficiency:

Robert F. Sauer Jr.
Assistant County Solicitor

STATE OF MARYLAND)
COUNTY OF BALTIMORE) to wit:

I HEREBY CERTIFY, that on this 10th day of March, 1980, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared JACQUES T. SCHLENGER, Chairman of the Baltimore County Revenue Authority, a body corporate and politic, and acknowledged the foregoing Deed to be its corporate act.

WITNESS my hand and notarial seal the day and year last above written.

Martha O. Chenowith
NOTARY PUBLIC

My Commission Expires:

7-1-82

Md 43
Road Transfer Conveyance

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER
THURSDAY, FEBRUARY 18, 1982

Administrator Caltrider executed a Road Transfer Deed of Conveyance, dated February 18, 1982, which is in accordance with an agreement to convey in fee simple, of a section of the Roadbed of Maryland Route 43 consisting of 0.91± acre of land as shown on SHA Plat No. 47772, West of White Marsh to Baltimore County, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcels of land as indicated and as more fully described in the deed.

Said deed has been previously approved as to form and legal sufficiency by the Office of Counsel. Upon approval by the Board of Public Works, the deed will be returned to the Bureau of Acquisition Activities for further handling. A copy of the deed is being held in the Secretary - S.R.C. Office for Administration records.

Coded in Butto Co. 9-15-81

*See Memorandum of Action 7/23/81 *

Copy: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. W. Reese
Mr. W. C. Krieger
Mr. J. Mellendick
Mr. H. J. McCullough
Mr. C. Hyatt
Mr. C. Ferraro
Mr. E. M. Loskot
Mr. J. A. Miller
Secretary's File
SHA-Baltimore County File

Arcivet, for your info

MEMORANDUM OF ACTION OF DEPUTY STATE HIGHWAY ADMINISTRATOR FREDERICK GOTTEMOELLER
THURSDAY, OCTOBER 29, 1981
*****

Deputy Administrator Gottemoeller executed an agreement dated October 29, 1981, between the State Highway Administration and Baltimore County, wherein the parties set forth and establish their respective obligations and responsibilities in connection with Owings Mills Boulevard Bridge over Reisterstown Road, Contract B-698-510-472, in accordance with the terms and conditions more fully set forth therein.

Said agreement had been approved as to form and legal sufficiency by Assistant Attorney General Polski. One copy has been forwarded to the Division of Bridge Development for transmittal to the County. The original is being retained in the Secretary's Office - SRC Administration's file.

Copy: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. A. L. Gardner
Mr. H. J. McCullough
Mr. E. S. Freedman
Mr. K. F. Oelmann
Mr. N. Polski
Mr. R. C. Pazourek
Secretary's File
Contract B-698-510-472

AGREEMENT FOR OWINGS

MILLS BOULEVARD BRIDGE OVER

REISTERSTOWN ROAD

This agreement, executed in duplicate made and entered into this 24th day of October, 1981, by and between the STATE HIGHWAY ADMINISTRATION of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, party of the first part, hereinafter sometimes called "State", and Baltimore County, a political subdivision of the State of Maryland, hereinafter sometimes called "County," party of the second part.

WITNESSETH:

WHEREAS, THE County desires to construct a project in order to utilize any Federal Funds which may be available for use by the County, and

WHEREAS, the County desires the construction of a highway bridge to carry Owings Mills Boulevard over Reisterstown Road in Baltimore County, Maryland, and

WHEREAS, the Federal-Aid Highway Program Manual, Volume 6 Chapter 4 Section 1, Subsection 6, sets forth procedures whereby services and facilities of local government may be utilized on Federally-aided projects and requires that an agreement be executed between the Administration and the County, setting forth conditions under which any project would be implemented; and

WHEREAS, the State has accepted the proposal of the County to cooperate and to assist in the engineering and construction; and

WHEREAS, the County proposes to utilize Federal Funds for the construction of this project and agrees to participate in financing the project to the extent of all costs in excess of Federal participation; and

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

WHEREAS, it is agreed that this formal agreement between the State and the County, shall set forth conditions under which the project will be implemented; and

WHEREAS, the County desires and is willing to cooperate with the State in carrying out the project in accordance with the regulations, policies and procedures of the Federal Highway Administration.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the payment of One Dollar ($1.00) by each party to the other, receipt of which is hereby acknowledged, and further consideration of the respective benefits to and of the County hereby agree as follows:

1. The State agrees on behalf of the County, to make preliminary studies, preliminary and final designs, prepare specifications and contract

plans with their own forces or by utilizing the services of a consulting engineer, whose work will be reviewed by State and County forces. Approved State standard plans shall be used to the maximum extent practicable.

2. The County shall acquire all necessary property and property rights required for the project, North of Reisterstown Rd., whether to be purchased, appropriated or otherwise. State shall, if County desires, act as negotiating agent for said property.

3. Construction of the project shall be subject at all times to inspection by representatives of the Federal Highway Administration so as to insure full compliance with laws, rules and regulations relating to projects upon which Federal Funds are being expended.

4. The State, at County expense, shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in same number and of the same qualifications as would be appropriate on comparable State contracts.

5. All construction work shall be performed in accordance with the standard specifications of

the State or as specifically authorized by project approval and identified as State's Contract No. B 698-510-472.

6. Subject to approval by the County and prior authorization by the Federal Highway Administration, the State shall advertise for bids and award the contract for the performance of the work, and provide construction inspection engineering with its own forces, or with those of a Consultant Engineering Firm, all as required in the construction of the work in accomplishment of approved plans.

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

8. The County agrees to reimburse the State on a monthly basis, for all project costs in excess of Federal participation. These costs are

those related to the Preliminary Engineering phase, including any necessary studies, and the construction phase, which would include utility relocation; said costs shall include:

(a) Payments to Contractors, Consultant Firms, and Utility companies;

(b) Direct salaries, including payroll additive of State personnel whose time charges are specifically identified with the project;

(c) Other non-salary direct charges for travel, equipment usage, supplies and materials;

(d) Administrative and General Overhead charges as applied to the summation of 8 b & c above.

The payroll additive rate shall be the actual rate accepted by the FHWA, as computed and submitted to them by the State for costs incurred during the effective period of that rate.

The Administrative and General Overhead rate shall be the actual prevailing rate applied by the Administration during the period in which costs incurred by the State are chargeable to the project.

The County recognizes its estimated cost responsibility has been determined to be

approximately $64,930.00 for preliminary engineering and approximately $1,310,000.00 neat construction cost. It further recognizes that this amount has been used for estimating purposes only and that the county will be liable for the actual cost of construction in addition to other costs specified in this agreement.

The State will invoice the County on a monthly basis for the cost of the work performed during the month. The County agrees to reimburse the State within forty-five (45) days from the issue date of the invoice. When the project has been completed and all costs determined, a final accounting will be made to the County, and any adjustments to the County's cost responsibility, will be resolved accordingly.

If for any reason, the County fails to timely reimburse the State for any invoices that are issued; monthly progress billings as noted above and the final billing, the State is hereby authorized to deduct such costs from the County's share of Highway User Revenue due it.

9. Before any work on said Project is commenced, the State shall require its Contractor(s), in

addition to their construction bonds, to furnish all insurance required by the special provisions of the proposals for the contracts entered into by the State for the construction of said project.

10. All materials incorporated in the project(s) shall be tested and shall be incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the State may be used for this purpose, if available; however, the County may select their own testing facility, provided prior approval has been obtained and certified with the Administration and that the State Standards and Specifications are adhered to.

11. After the project is completed, the County shall have ownership of the new bridge structure and will keep open to traffic and maintain the project in a satisfactory manner and make ample provisions each year for such maintenance, and further agrees to regulate and control vehicular traffic in conformity with Administration requirements.

12. The County further agrees that all signs, signals, and markings shall conform to the

Manual of Uniform Traffic Control Devices approved by the Federal Highway Administration, and that future changes in traffic control measures will be subject to prior approval of the Federal Highway Administration.

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

14. For the County to be eligible to receive Federal Funds for any qualified utility or railroad relocation, all work shall comply with the provisions of Volume 6, Chapter 6, of the Federal-Aid Highway Program Manual, where applicable (Reimbursement of Railroad or Utility Work shall comply with the provisions of Volume 1, Chapter 4, Section 3 and 4 of the Federal Aid Highway Program Manual). The County shall also comply with Volume 6, Chapter 5, Section 2 of the Manual, if Certification Acceptance Policy is applicable.

15. In performing any work under, or in connection with this agreement, the consultant firm and the Contractor shall comply with all regulations of the United States Department of Transportation and with all applicable laws and regulations of the State of Maryland or any agency of the State of Maryland, relating to nondiscrimination in employment or hiring practices.

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

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

ATTEST: STATE HIGHWAY ADMINISTRATION OF MD.

Deputy Administrator

Approved as to form and legal sufficiency this 23 day of Oct 1987.

Assistant Attorney General

RECOMMEND FOR APPROVAL:

Chief Engineer
State Highway Administration

ATTEST:

BALTIMORE COUNTY, MARYLAND

Patricia L. Kirkner
Clerk

By: [illegible]
County Executive

10-13-81

Approved as to form and legal sufficiency this 5th day of October 1981.

Stanley J. Schapiro
Assistant County Solicitor

RECOMMENDED FOR APPROVAL

[illegible]
Director of Public Works

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

July 23, 1981

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement dated July 23, 1981, between the State Highway Administration and Baltimore County, Maryland, relative to the transfer by the Administration to the County of the following described section of state constructed road subject to the conditions more fully set forth in the agreement.

Co 4090

Md. 43 (Whitemarsh Blvd.) - from begin SHA maintenance approximately 1/10 mile east of Honeygo Blvd. to present guardrail barricade at Silver Spring Road. A total distance of ± 0.06 mile.

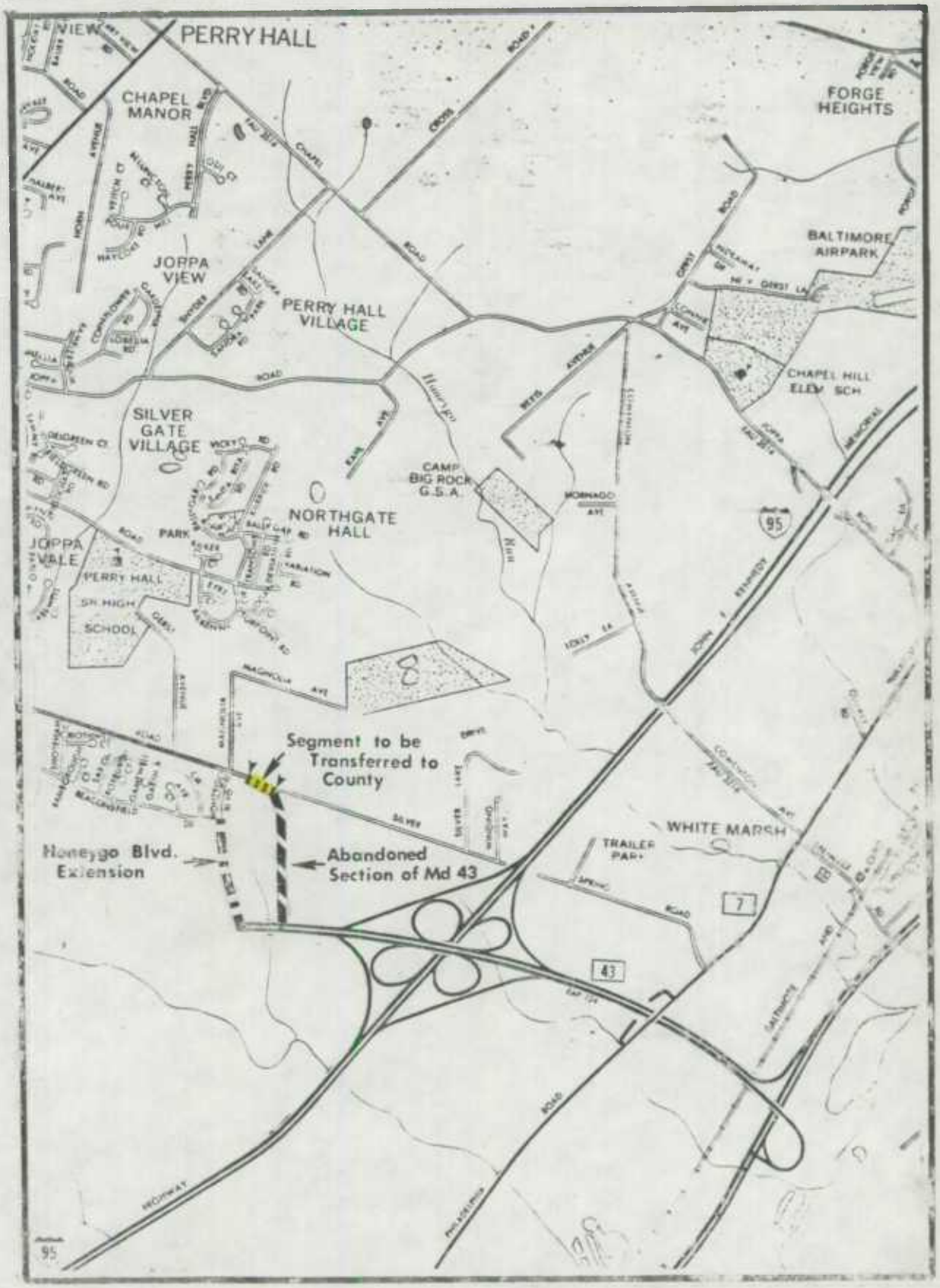
Said agreement had previously been executed by the County Executive for Baltimore County and approved as to form and legal sufficiency by Assistant Attorney General Normal Polski.

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. G. E. Dailey
Mr. A. L. Gardner
Mr. H. Kassoff
Mr. C. W. Reese
Mr. H. J. McCullough
Mr. S. Adkins
Mr. J. N. Day
Mr. R. C. Davison
Mr. E. S. Freedman
Mr. T. Hicks
Mr. C. P. Hyatt (2)
Mr. P. S. Jaworski
Mr. A. T. Landon, Jr.
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mrs. E. K. Roche
Mr. R. Weaver
Mr. D. A. Wiles
Secretary's File

*See Road Transfer Deed of Conveyance 2/18/82 *

ROAD TRANSFER

BALTIMORE COUNTY



THIS AGREEMENT made this 23rd day of July 19 81 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration" party of the first part and Baltimore County, Maryland, hereinafter referred to as "County" party of the second part.

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

WHEREAS, it has been determined that the conveyance of the subject section of State Highway to the "County" will result in a reduction in the cost of road maintenance; and

WHEREAS, the "Highway Administration" party of the first part, has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County" and the "County" party of the second part has agreed to accept same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration" party of the first part does hereby transfer unto the "County" and the "County" party of the second part does hereby accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the County Highway System.

Md. 43 (Whitemarsh Blvd.) - from begin SHA maintenance approximately 1/10 mile east of Honeygo Blvd. to present guardrail barricade at Silver Spring Road. A total distance of ± 0.06 mile.

IT IS UNDERSTOOD AND AGREED between the parties hereto that conveyance of the aforegoing section of State Highway is subject to the following conditions:

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

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

3. The basis for the allocation of funds will include the additional ± 0.06 mile in the allocation to the County beginning July 1 of the year following the date as set forth in item 2 above.

4. The transfer of said road is made on an as-is-basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures.

5. The "County" accepts jurisdiction over and responsibility for the maintenance of said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED, that the "Highway Administration", party of the first part, will hereafter prepare a deed of conveyance for the above described section of "State" constructed highway to the "County" party of the second part, subject to the approval of the State Highway Administration and the Board of Public Works of Maryland.

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

WITNESS:

STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

By: _____
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 23 day of July, 1981.

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Director of Public Works

WITNESS:

BALTIMORE COUNTY, MARYLAND

By: _____
County Executive
7-8-81

Approved as to form and legal sufficiency this 6 day of July, 1981.

Assistant County Solicitor

STATE ROADS COMMISSION OF THE STATE HIGHWAY ADMINISTRATION, acting for and on behalf of the STATE OF MARYLAND	*	IN THE CIRCUIT COURT
	*	FOR
vs	*	BALTIMORE COUNTY
	*	
LEONARD STULMAN and HELEN R. STULMAN, his wife	*	Cond. Case #1842
and	*	
AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION of BALTIMORE CITY, Mortgagee	*	
and	*	
BALTIMORE COUNTY, MARYLAND	*	

* *

INQUISITION

INQUISITION, made and taken at Bar, in the Circuit Court for Baltimore County, in the matter of the Petition of the State Roads Commission of the State Highway Administration vs. Leonard Stulman and Helen R. Stulman, his wife; The American National Building and Loan Association of Baltimore City, Mortgagee and Baltimore County, Maryland, and it having been determined that the Plaintiff has the right to condemn the property hereinafter mentioned, Witnesseth:

THAT I, the undersigned, Judge of the Circuit Court for Baltimore County, upon submission by the Plaintiff and Leonard Stulman and Helen R. Stulman, his wife, Defendants, of all issues herein between them for determination thereof, without a jury, and to inquire into, ascertain and justly and impartially value the damages which the Defendants will sustain by the taking, use and occupation of said property, consisting of 16.325 acres in fee and 1.672 acres of extra land in fee, for a total of 17.997 acres in fee simple, more or less, lying between the lines marked "Right of Way Line" as shown on the attached Plats Nos. 44256, 44257, 44259 and 44354, and more particularly described in said Petition for the purposes set out therein.

TOGETHER with the buildings and improvements thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TOGETHER with the perpetual right to discharge the flow of water from such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway (either within the areas shown cross-hatched thus or within the limits of the areas hereinbefore conveyed in fee simple) into existing waterways or natural drainage courses, as indicated by the symbol at the outlet end of the drainage facilities so created by the Commission, all of which are shown graphically and indicated by appropriate symbols and explanatory notations on the aforesaid plats.

TOGETHER with all the right whatsoever of ingress and egress between through highway and the remaining property of the Defendants across the lines which are designated "Right of Way Line of Through Highway" to the end that there will never be any vehicular, pedestrian and/or animal access to or from the through highway and the remaining property of the Defendants across those lines which are so marked on the beforementioned Plat Nos. 44256, 44257, 44259 and 44354 except by means of an existing service entrance to North Plaza Mall and such public road connections as the Plaintiff may construct or permit to be constructed.

VIEW of the property having been waived, having heard the evidence and duly considered same, I do find and determine that:

IT is necessary for the Plaintiff to acquire said property and that the damages to be sustained by the Defendants to this cause for the taking of the property described in the Petition, for the purposes therein set out, and damages to the remainder thereof, if any, is the sum of Seven hundred seventy-seven thousand seven hundred sixty dollars. ($777,760.00) with interest to the date of payment.

payable to the said Defendants as their respective interests may appear.

THAT upon payment of the said sums to the Defendants, the title to the property shall be held and become vested in the Stateof Maryland, to the use of the State Roads Commission, clear and discharged from any claims, liens or demands of the Defendants, and the said State Roads Commission shall thereupon have the right to immediate possession of said property.

The parties hereto agree that final settlement of the balance due herein shall be paid approximately ninety (90) days after July 1, 1980, with interest thereon at the rate of six percent (6%) per annum.

IN WITNESS HEREOF, I have hereunto signed this Inquisition, this 3rd day of October, 1979.

JUDGE

STATE HIGHWAY ADMINISTRATION, Acting for and on behalf of the STATE OF MARYLAND	*	IN THE CIRCUIT COURT
	*	FOR
vs	*	BALTIMORE COUNTY
LEONARD STULMAN and HELEN R. STULMAN, his wife, et al.	*	Cond. Case No. 1842
	*	

* *

STIPULATION AND WAIVER

PURSUANT to the provisions of Rule U-18, d) and e), and Rule U-15 of the Maryland Rules of Practice and Procedure, together with the amendments thereto, it is hereby stipulated and agreed by the parties hereto, through their respective counsel, that the view, by the Judge of this Honorable Court, of the property sought to be condemned, may be omitted and that this proceeding and all issues connected herewith shall be heard by the Court, sitting as a Jury.

Attorney for State Highway Administration

Attorney for Defendants

Maryland Department of Transportation

State Highway Administration

James J. O'Donnell
Secretary

M. S. Caltrider
Administrator

September 24, 1980

M E M O R A N D U M

TO: Mr. Harry J. McCullough, District Engineer
District 4

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

SUBJECT: Maryland 166/Maryland 46 (Metropolitan Boulevard)
Baltimore County

In accordance with a recent request by District Traffic Engineer Darrell Wiles, and with the concurrence of the Director, Office of Planning and Preliminary Engineering and the Bureau of Highway Planning and Program Development, we are making the following route number changes:

1. The portion of Maryland 166A from Md. 144 to Maryland 46 North of I-95 would be redesignated Md. 166.

2. Maryland 46 from Md. 166A to U.S. 1 would be redesignated Md. 166, thus making Md. 166 a continuous route from Md. 144 to U.S. 1.

3. Md. 166A from Md. 46 North of I-95 to I-95 would remain the same.

4. Md. 166C from Md. 166A to the cul-de-sac would be redesignated Md. 166B.

5. Md. 166B from Md. 883 to Md. 166A would be redesignated Md. 166C.

6. Md. 883 would be redesignated Md. 166D.

7. Md. 166 from U.S. 1 to South of the I-95 Interchange would be redesignated Md. 466.

8. Md. 466A would remain unchanged.

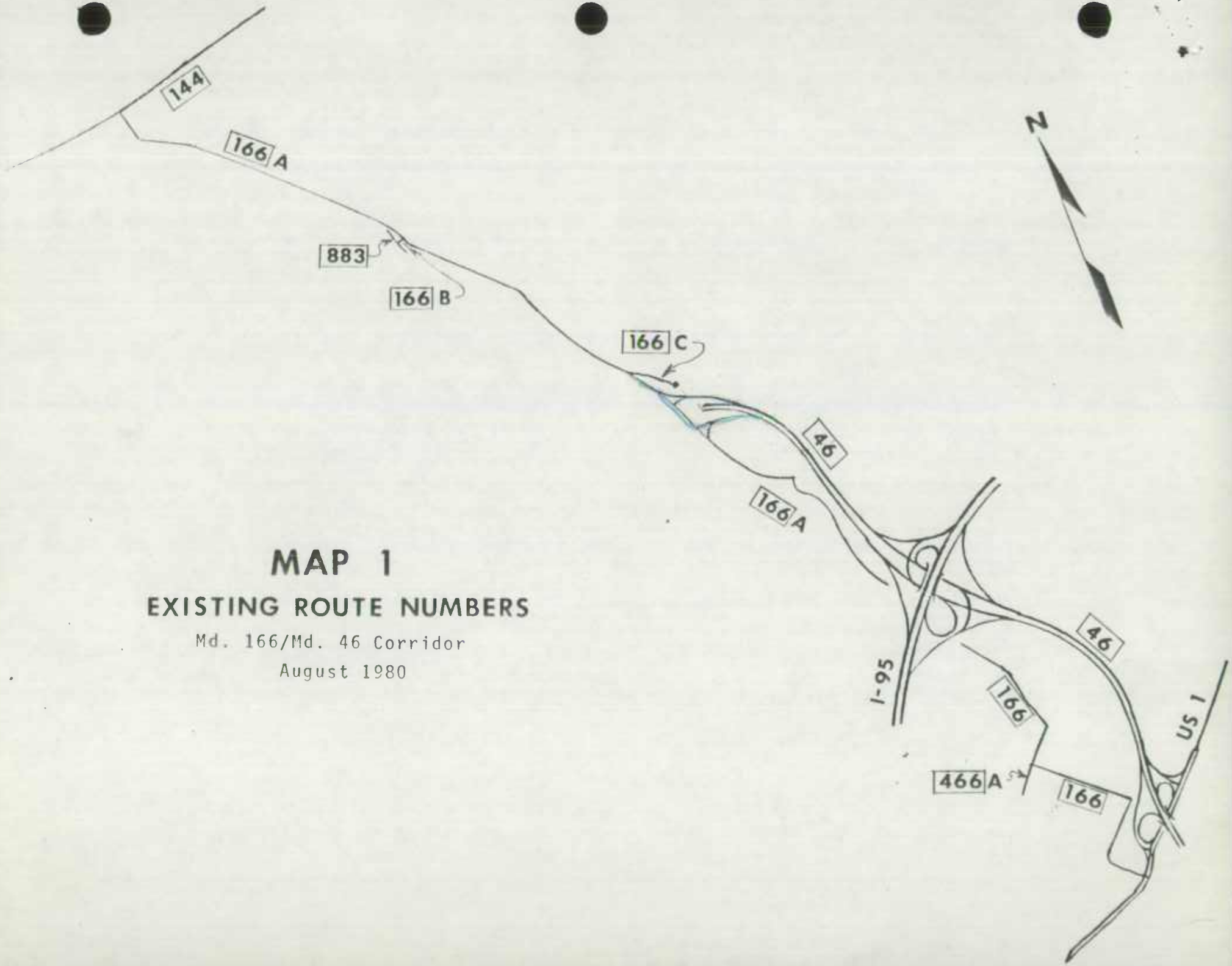
For your convenience we have attached two maps, one detailing the road network as it exists and the other indicating the proposed changes.

My telephone number is 383-4436

Should you have any questions or a need for additional information, please do not hesitate to contact this office.

JTN:GLS:eh
Attachments

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

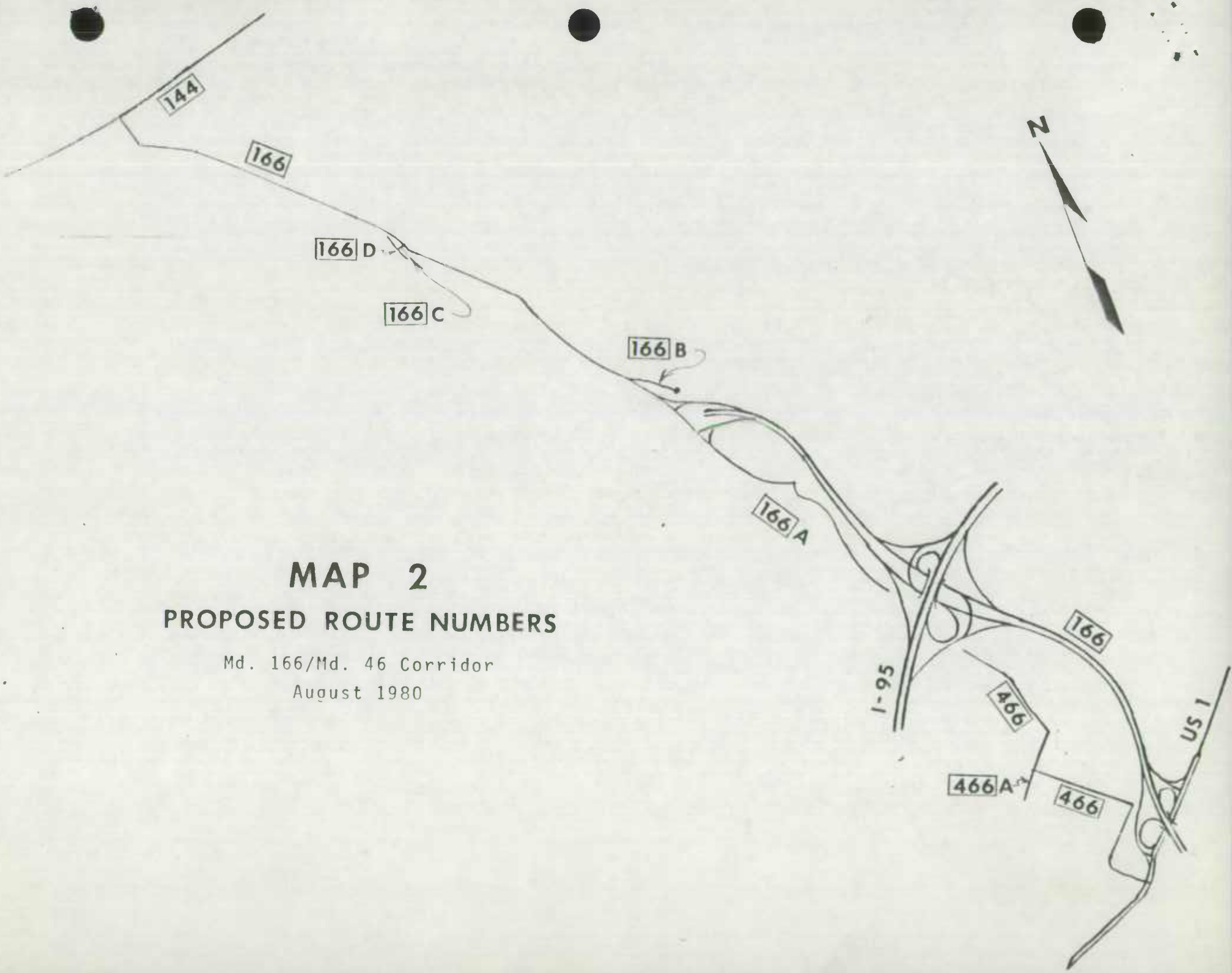


MAP 1

EXISTING ROUTE NUMBERS

Md. 166/Md. 46 Corridor

August 1980



MAP 2

PROPOSED ROUTE NUMBERS

Md. 166/Md. 46 Corridor

August 1980

May 20, 1980

MEMORANDUM

TO: Mr. A. E. Ault, Acting
Highway District Engineer

FROM: Wm. F. Schneider, Jr., Chief
Bureau of Highway Statistics

SUBJECT: Security Access Road (Md. 997)

In response to your request, concerning ownership of the Security Access Road, we have found no documents indicating that the SHA is responsible for this road. Based on this information we are removing the Md. 997 designation from our records. A map of that section to be deleted is attached for your convenience.

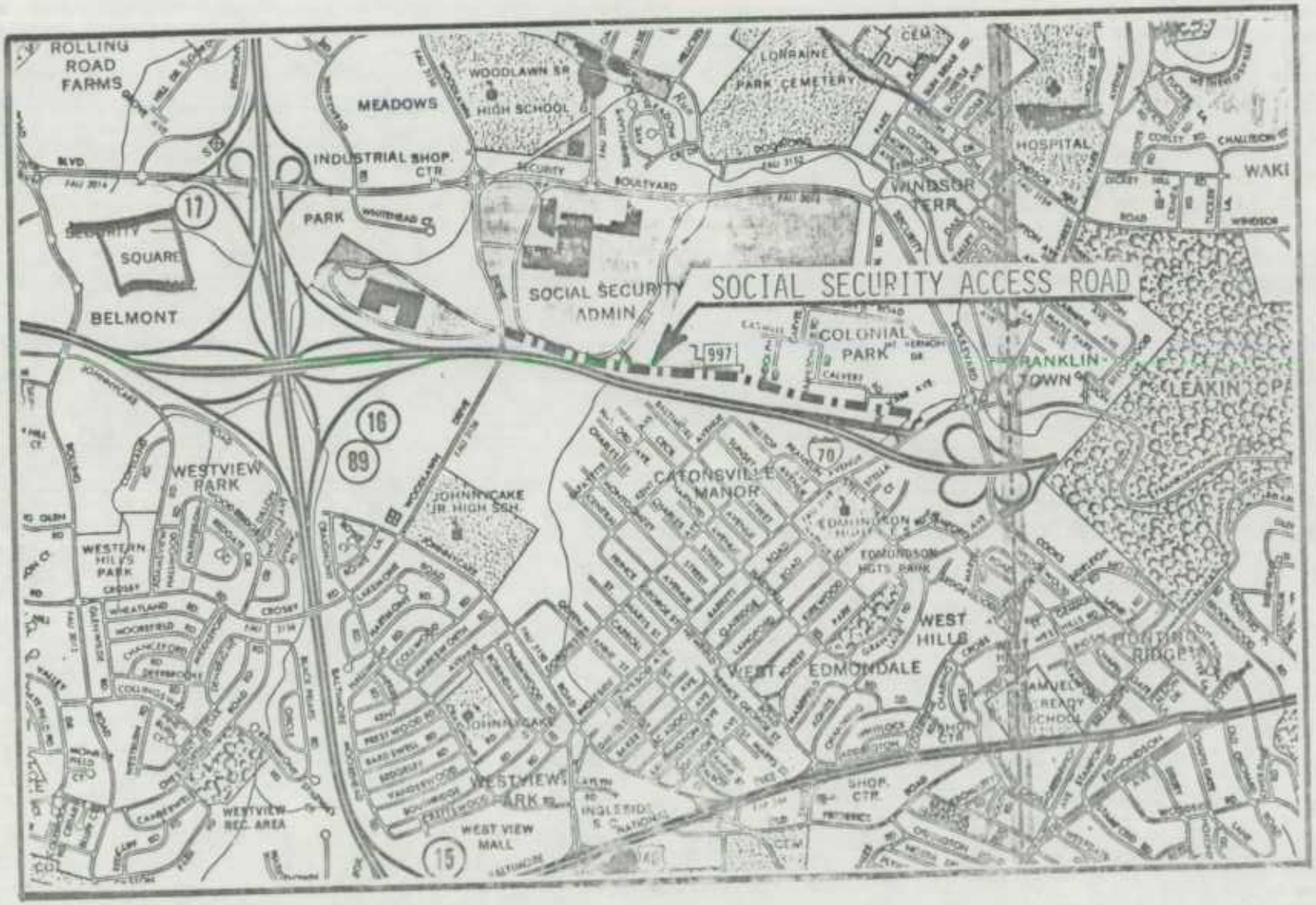
Should you have any questions regarding this action please advise.

By: George L. Sack FOR
Clyde P. Hyatt, Chief
Records Statistics Section

CPH:WRS:eh
Attachment

cc: Mr. Hal Kassoff
Mr. J. Agro, Jr.

383-4281


ROLLING ROAD FARMS
MEADOWS
WOODLAWN SR HIGH SCHOOL
LORRAINE PARK CEMETERY
CEM
HOSPITAL
WAKI
INDUSTRIAL SHOP. CTR
PARK
SECURITY SQUARE
BELMONT
SOCIAL SECURITY ADMIN
SOCIAL SECURITY ACCESS ROAD
WINDSOR TERR
COLONIAL PARK
FRANKLIN TOWN
LEAKIN PA
WESTVIEW PARK
WESTERN HILLS PARK
JOHNNYCAKE JR. HIGH SCH
CATONSVILLE MANOR
EDMONDSON HIGH
EDMONDSON HGTS PARK
WEST HILLS
WEST EDMONDALE
HOLDEN RIDGE
SAMUEL READY SCHOOL
SHOP. CTR.
WESTVIEW REC. AREA
WEST VIEW MALL
INGLESIDE S. CEMETERY
17
16
89
15
70
997

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

March 29, 1979

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated March 29, 1979 between the State Highway Administration and Baltimore County, Maryland, relative to transfer by the Administration to the County of the following described section of state constructed road subject to the conditions more fully set forth in the agreement.

Md. 142 (White Hall Road) - from Wiseburg Road to Kings Road. A total distance of 0.56 mile.

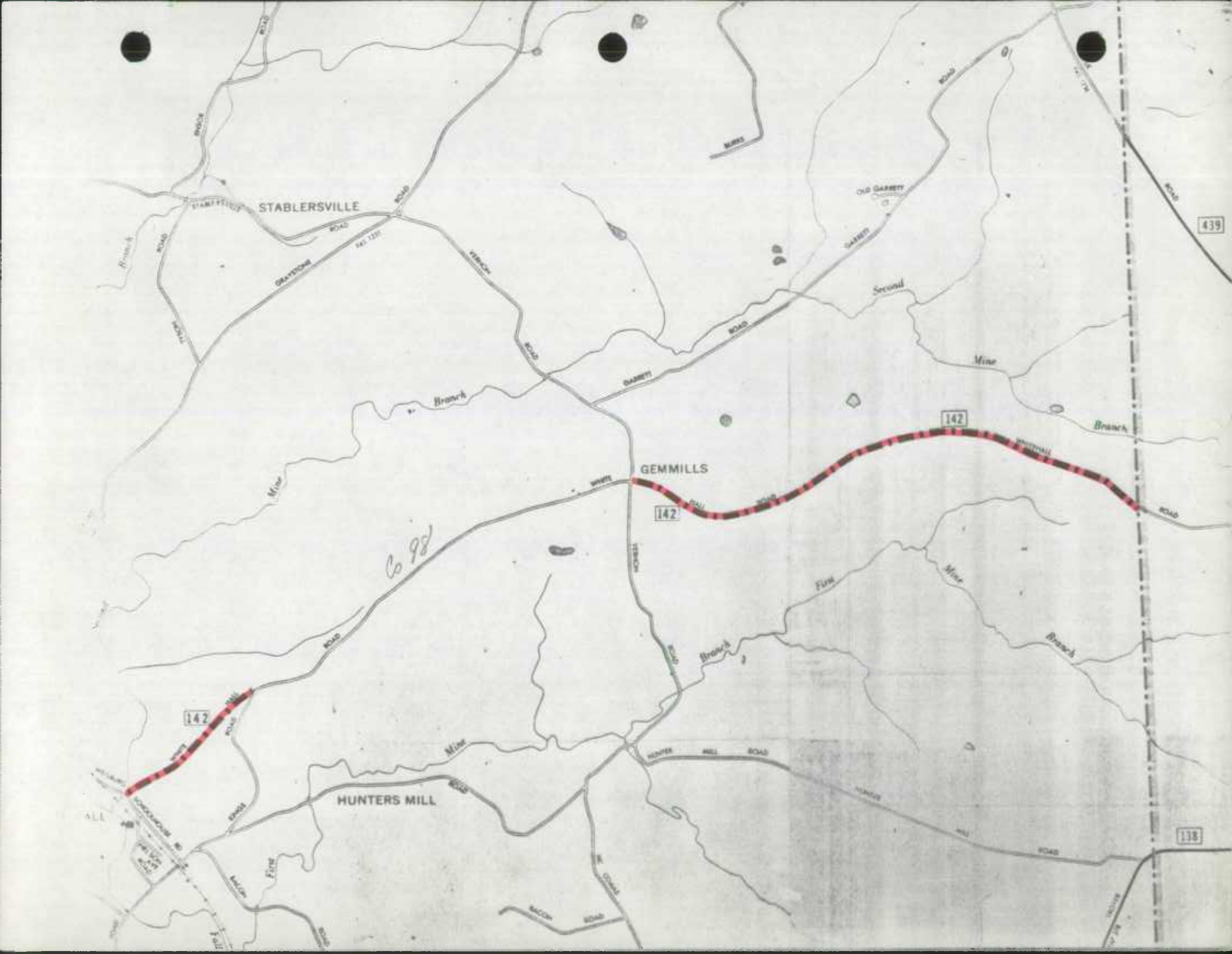
Md. 142 (White Hall Road) - from Vernon Road to the Harford County Line. A total distance of 1.87 miles.

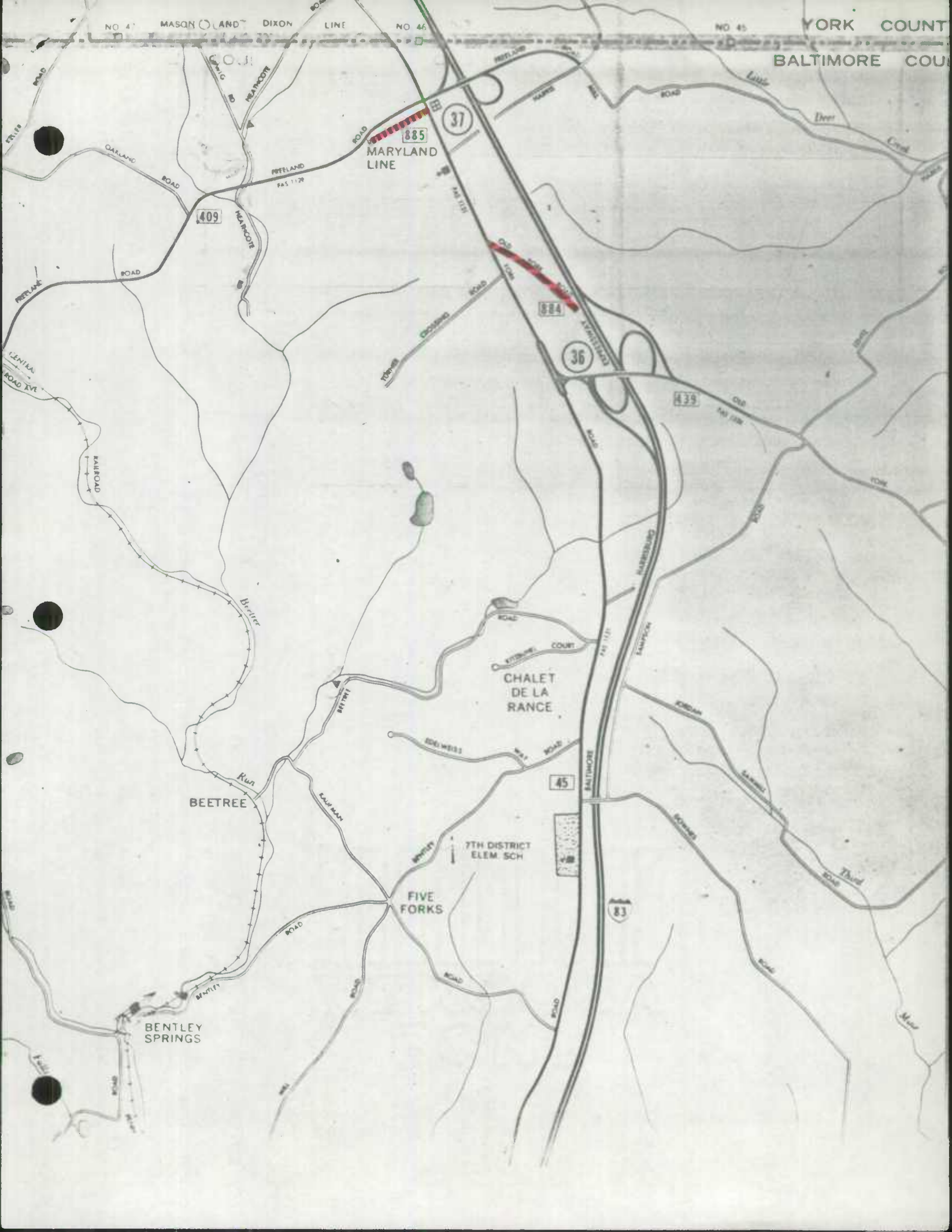
Md. 884 (Old York Road) - from York Road to I-83. A total distance of 0.39 mile.

Md. 885 (Old Freeland Road) - from York Road to end State Highway Administration maintenance. A total distance of 0.22 mile.

Said agreement had previously been executed by the County Executive for Baltimore County and approved as to form and legal sufficiency by Special Attorney, L. J. Kazlakowski.

cc: Mr. F. Gottemoeller
Mr. H. G. Downs
Mr. A. W. Tate
Mr. A. L. Gardner
Mr. H. Kassoff
Mr. C. W. Reese
Mr. H. J. Pistel
Mr. J. N. Day
Mr. T. Hicks
Mr. R. C. Pazourek
Mr. W. F. Lins, Jr.
Mr. R. L. Daff
✓Mr. C. P. Hyatt
Mr. E. S. Freedman
Mr. C. Lee
Mr. P. S. Jaworski
Mr. J. T. Neukam
Mr. R. C. Davison
Mr. A. T. Landon, Jr.
Mrs. E. K. Roche
Baltimore County
Secretary's File
S.H.A. Baltimore County


STABLERSVILLE
GEMMILLS
HUNTERS MILL
142
439
138
Mine
Branch
Second
Fine
Fall
Old Garrett
Hunters Mill Road
Garrett Road
Stablersville Road
Graystone Road
Bacon Road
Bridge Road
Fall Road
Mill Road
Hunters Mill Road
Mine Branch
Fine Mine Branch
Second Mine Branch
Fall Mine Branch
Fine Mine Branch
6 98


MASON DIXON LINE
NO 46
NO 45
YORK COUNT
BALTIMORE COU
MARYLAND LINE
885
884
409
439
37
36
45
83
CHALET DE LA RANCE
BEETREE
7TH DISTRICT ELEM. SCH
FIVE FORKS
BENTLEY SPRINGS
Little Deer Creek
Beetree Run
Third Run
Mill Creek
OAKLAND ROAD
PRIEELAND ROAD
HEARCOTE ROAD
OLD YORK ROAD
CROSSING ROAD
BALTIMORE HARRISBURG EXPRESSWAY
KIRKWOOD COURT
EDELWEISS WAY
BEETREE ROAD
BENTLEY ROAD
KAUFMAN ROAD
CENTRAL RAILROAD

THIS AGREEMENT made this 29th day of March 19 79 by and between the State Highway Administration of the Department of Transportation of Maryland hereinafter referred to as "Highway Administration" party of the first part and Baltimore County Maryland, hereinafter referred to as "County" party of the second part.

WHEREAS, under authority contained in Transportation Article-Title 8-304 of the Annotated Code of Maryland the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway or portion thereof, with the governing bodies of the several Political Subdivisions of Maryland, for the purpose of reducing the cost of road maintenance and the governing bodies of the several Political Subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road or portion thereof with the State Highway Administration of the Department of Transportation of Maryland for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject sections of State roads to the County will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration" party of the first part, has agreed to transfer the hereinafter described sections of roads which heretofore were maintained by the "Highway Administration" to the "County" party of the second part, and the "County" has agreed to accept same as an integral part of the County road system.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged the "Highway Administration", party of the first part does hereby transfer unto the "County" and the "County" party of the second part does hereby accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State roads for maintenance purposes, as part of the County road system.

Md. 142 (White Hall Road) from Wiseburg Road to Kings Road a total distance of 0.56 mile.

Md. 142 (White Hall Road) from Vernon Road to the Harford County Line - a total distance of 1.87 miles.

Md. 884 (Old York Road) from York Road to I-83 a total distance of 0.39 mile.

Md. 885 (Old Freeland Road) from York Road to end of S H.A. maintenance - a total distance of 0.22 mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing sections of State Highways is subject to the following conditions.

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The aforegoing mileage will be included in the County's road inventory as of December 1, 1978.
3. The basis for the allocation of funds will include the 3.04 miles in the allotment to the County beginning July 1, 1979.
4. The transfer of said roads is made on an as-is-basis which pertains to existing rights of way and to the existing condition of the road involved, including all appurtenances and bridge structures.
5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said roads as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration", party of the first part, will hereafter prepare a deed of conveyance for the above described sections of State maintained highways to the "County" party of the second part, subject to the approval of the State Highway Administration and the Board of Public Works of Maryland.

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

Recommended for Approval:

Chief, Bureau of Highway Statistics

STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

By _____
Director, Office of Planning
and Preliminary Engineering

WITNESS:

Approved as to form and legal
sufficiency this 27 day of
March 1979

~~Administrative~~ Special Attorney

ATTEST:

Clerk

BALTIMORE COUNTY MARYLAND

County Executive 1/24/79

RECOMMENDED FOR APPROVAL:

Director of Public Works

Approved as to [redacted] legal
Sufficiency this _____ day of
_____ 19____

Assistant County Solicitor

Md 439

MD 439

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

March 29, 1979

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated March 29, 1979 between the State Highway Administration and Baltimore County, Maryland, relative to transfer by the County to the Administration of the following described section of county constructed road subject to the conditions more fully set forth in the agreement.

Old York Road - from End State Maintenance of Md. 439 at 0.47 mile east of I-83 to the Baltimore/Harford County Line. A total distance of 5.32± miles.

Said agreement had previously been executed by the County Executive for Baltimore County and approved as to form and legal sufficiency by Special Attorney, L. J. Kazlakowski.

cc: Mr. F. Gottemoeller
Mr. H. G. Downs
Mr. A. W. Tate
Mr. A. L. Gardner
Mr. H. Kassoff
Mr. C. W. Reese
Mr. H. J. Pistel
Mr. J. N. Day
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Mr. W. F. Lins, Jr.
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Mr. C. P. Hyatt
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Mr. C. Lee
Mr. P. S. Jaworski
Mr. J. T. Neukam
Mr. R. C. Davison
Mrs. E. K. Roche
Mr. A. T. Landon, Jr.
Baltimore County
Secretary's File
S.H.A. Baltimore County

Md 439

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

March 29, 1979

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated March 29, 1979 between the State Highway Administration and Baltimore County, Maryland, relative to transfer by the County to the Administration of the following described section of county constructed road subject to the conditions more fully set forth in the agreement.

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Said agreement had previously been executed by the County Executive for Baltimore County and approved as to form and legal sufficiency by Special Attorney, L. J. Kazlakowski.

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Mr. H. J. Pistel
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Mr. W. F. Lins, Jr.
Mr. R. L. Daff
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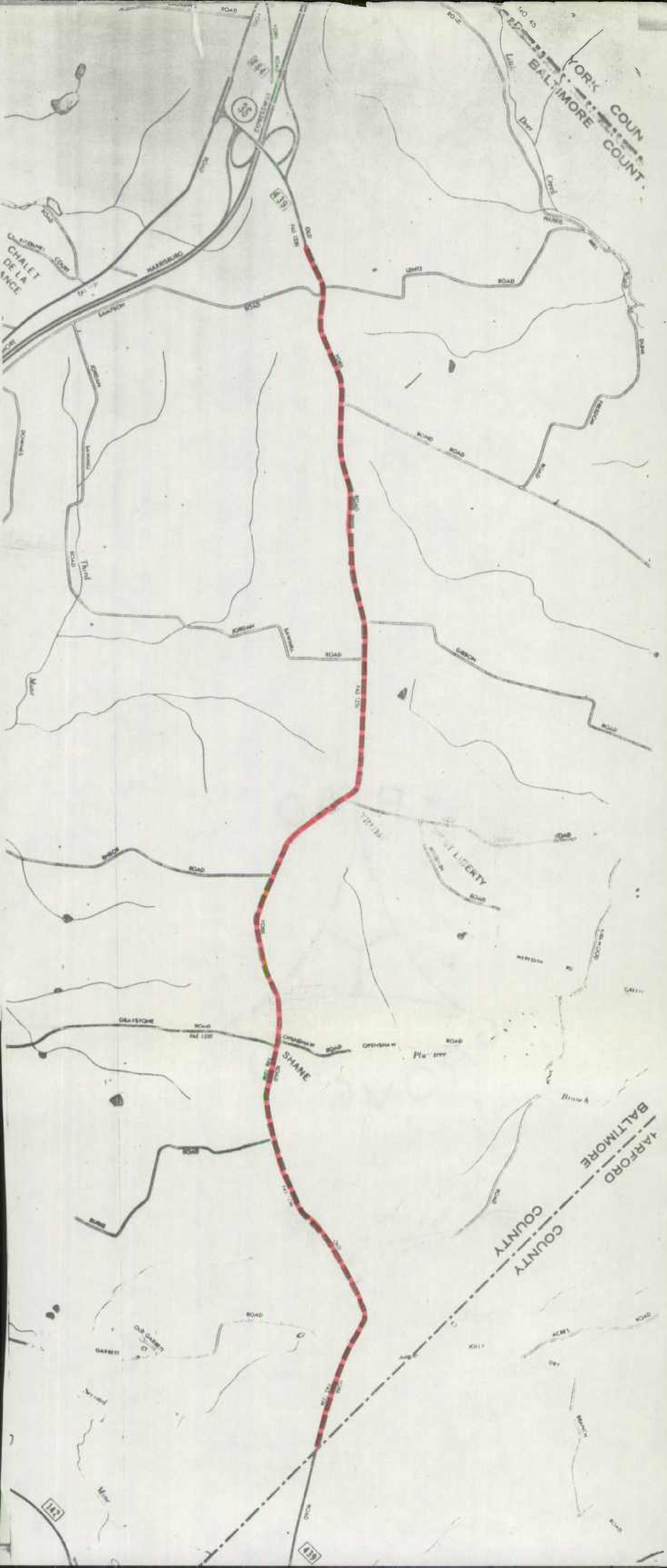
Mr. J. T. Neukam
Mr. R. C. Davison
Mrs. E. K. Roche
Mr. A. T. Landon, Jr.
Baltimore County
Secretary's File
S.H.A. Baltimore County


ROAD
YORK COUN
BALTIMORE COUNT
83
35
EXPRESSWAY
439
OLD
CHALET DE LA
ANCE
HARRISBURG
LENTZ
ROAD
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Third
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GIBSON
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OPENSHAW
ROAD
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ROAD
SHANE
ROAD
BALTIMORE
HARFORD
COUNTY
COUNTY
ROAD
OLD GARRETT
GARRETT
ROAD
ACRES
ROAD
147
439

THIS AGREEMENT made this 29th day of March 1979 by and between Baltimore County Maryland, hereinafter referred to as "County" party of the first part and the State Highway Administration of the Department of Transportation of Maryland hereinafter referred to as "Highway Administration", party of the second part.

WHEREAS, under authority contained in Transportation Article-Title 8-304 of the Annotated Code of Maryland the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway or portion thereof, with the governing bodies of the several Political Subdivisions of Maryland, for the purpose of reducing the cost of road maintenance and the governing bodies of the several Political Subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road or portion thereof with the State Highway Administration of the Department of Transportation of Maryland for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject section of County road to the State will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "County" party of the first part has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "County" to the "Highway Administration" party of the second part, and the "Highway Administration" has agreed to accept same as an integral part of the State Highway System.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged the "County" party of the first part does hereby transfer unto the "Highway Administration" and the "Highway Administration", party of the second part does hereby accept from the "County" jurisdiction over and responsibility for the maintenance of the following described section of County road for maintenance purposes, as part of the State Highway System.

Old York Road - from End State Maintenance of Md. 439 at 0.47 mile east of I-83 to the Baltimore/Harford County Line. A total distance of 5.32 miles±.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of County road is subject to the following conditions.

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The aforegoing mileage will be excluded from the County's road inventory as of December 1, 1978.
3. The basis for the allocation of funds will exclude the 5.32 miles± from the allotment to the County beginning July 1, 1979.
4. The transfer of said road is made on an as-is-basis which pertains to existing rights of way and to the existing condition of the road involved, including all appurtenances and bridge structures.
5. The Highway Administration accepts jurisdiction over and responsibility for the maintneance of the said road as of the effective date of transfer.

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

ATTEST,

Clerk

Baltimore County, Maryland

County Executive 1/29/79

Recommended for Approval

Director of Public Works

Approved as to ~~form and~~ legal sufficiency this _____ day of _____, 19 79

Assistant County Solicitor

Approved as to Form and Legal Sufficiency

Assistant County Solicitor 12/14/78

Recommended for Approval

Chief, Bureau of Highway Statistics

STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

By

Director, Office of Planning and
Preliminary Engineering

WITNESS:

Approved as to form and legal sufficiency this 29th day of March 19 79

~~Administrative~~ Special Attorney

Maryland Department of Transportation

State Highway Administration

Hermann K. Intemann
Secretary

M. S. Caltrider
Administrator

November 8, 1978

MEMORANDUM

TO:

Mr. F. Gottemoeller
Mr. H.G. Downs
Mr. A.W. Tate
Mr. A.L. Gardner
Mr. H. Kassoff
Mr. C.W. Reese
Mr. H.J. Pistel
Mr. J.N. Day
Mr. T. Hicks
Mr. R.C. Pazourek
Mr. W.F. Lins, Jr.
Mr. ~~E.J. Dougherty~~ R.L. Daff
Mr. C.P. Hyatt
Mr. E.S. Freedman
Mr. C. Lee
Mr. P.S. Jaworski
Mr. J.T. Neukam
Mr. R.C. Davison
Mrs. E.K. Roche
Baltimore County
~~Secretary's File~~ W. I. Slacum
S.H.A. Baltimore County

FROM: T.W. Beaulieu, Chief
Bureau of Highway Statistics

SUBJECT: Road Transfer Agreement - Baltimore County

Attached is an Ammended Memorandum of Action dated November 8, 1978 relative to the transfer of Md. 519 to Baltimore County.

In the original submission, the Memorandum stated that the Agreement was executed October 6, 1977. This is incorrect since the agreement was executed on October 6, 1978. Please substitute this Ammended Memorandum for the one that was sent to you dated October 16, 1978.

TWB:PEB:gc
Attachments

Telephone number is Marcom 222-[illegible]

AMENDED

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

November 8, 1978

Director Kassoff, Office of Planning and Preliminary Engineering, Executed Agreement dated October 6, 1978 between the State Highway Administration and Baltimore County, Maryland, relative to transfer by the State to the County of the following described section of State constructed road subject to the conditions more fully set forth in the agreement.

Md. 519 - (Green Spring Avenue) from Dover Road Northerly to Garrison Forest Road, a total distance of 2.06 miles.

Said agreement has previously been executed by the County Executive of Baltimore County and approved as to form and legal sufficiency by Administrative Special Attorney, Norman Polski.

Copies to:

Mr. F. Gottemoeller
Mr. H.G. Downs
Mr. A.W. Tate
Mr. A.L. Gardner
Mr. H. Kassoff
Mr. C.W. Reese
Mr. H.J. Pistel
Mr. J.N. Day
Mr. T. Hicks
Mr. R.C. Pazourek
Mr. W.F. Lins, Jr.
Mr. E.J. ~~Dougherty~~ Daff
Mr. C.P. Hyatt
Mr. E.S. Freedman
Mr. C. Lee
Mr. P.S. Jaworski
Mr. J.T. Neukam
Mr. R.C. Davison
Mrs. E.K. Roche
Baltimore County
Secretary's File
S.H.A. Baltimore County

Min. File Copy

Md 519 to County
Assigned Co. # 722

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

October 16, 1978

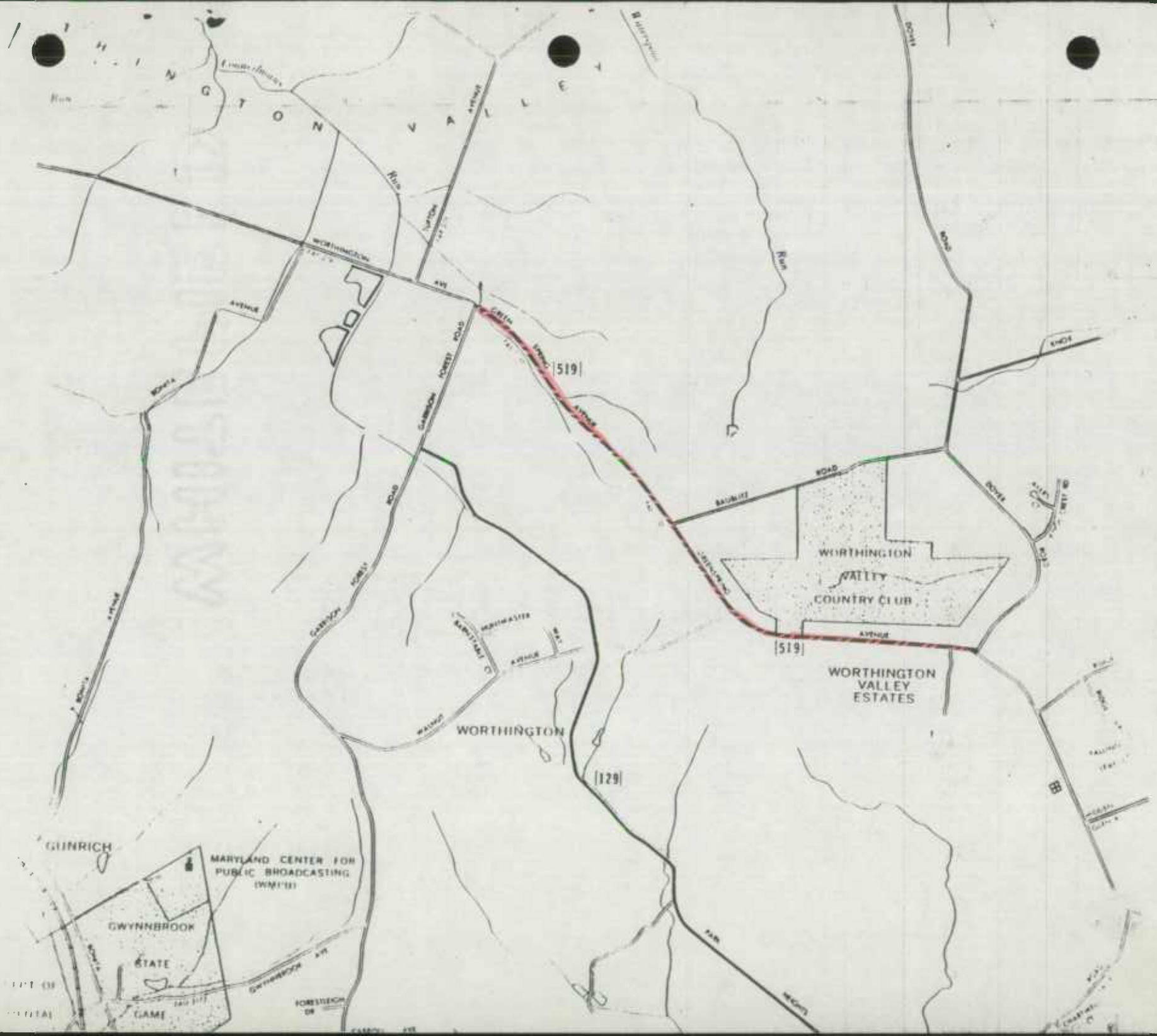
revised document was sent to Md date (11/8/78)

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated October 6, 1978 between the State Highway Administration and Baltimore County, Maryland, relative to transfer by the State to the County of the following described section of State constructed road subject to the conditions more fully set forth in the agreement.

Md. 519 - (Green Spring Avenue) from Dover Road
Northerly to Garrison Forest Road,
a total distance of 2.06 miles.

Said agreement has previously been executed by the County Executive of Baltimore County and approved as to form and legal sufficiency by Administrative Special Attorney, Norman Polski.

Copies:
Mr. F. Gottemoeller
Mr. H.G. Downs
Mr. A.W. Tate
Mr. A.L. Gardner
Mr. H. Kassoff
Mr. C.W. Reese
Mr. H. Pistel
Mr. J.N. Day
Mr. T. Hicks
Mr. R.C. Pazovrek
Mr. W.F. Lins, Jr.
Mr. E.J. Dougherty
Mr. C.P. Hyatt
Mr. E.S. Freedman
Mr. E. Lee
Mr. P.S. Jaworski
Mr. J.T. Neukam
Mr. R.C. Davison
Mrs. E.K. Roche
Baltimore County
Secretary's File
S.H.A. Baltimore County


WORTHINGTON VALLEY
WORTHINGTON
GREEN AVENUE
GARRISON FOREST ROAD
[519]
BALMUIRE ROAD
DOVER ROAD
WORTHINGTON VALLEY COUNTRY CLUB
[519]
WORTHINGTON VALLEY ESTATES
WORTHINGTON
[129]
GUNRICH
MARYLAND CENTER FOR PUBLIC BROADCASTING (WMPB)
GWYNNBROOK
STATE
GAME
GWYNNBROOK AVE
FOREST HEIGHTS

THIS AGREEMENT made this 6 day of [illegible]

19[illegible] by and between Baltimore County Maryland, hereinafter referred to as "County", party of the first part and the State Highway Administration of the Department of Transportation of Maryland hereinafter referred to as "Highway Administration", party of the second part.

WHEREAS, under authority contained in Transportation Article - Title 8-304 of the Annotated Code of Maryland the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway or portion thereof, with the governing bodies of the several Political Subdivisions of Maryland, for the purpose of reducing the cost of road maintenance and the governing bodies of the several Political Subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road or portion thereof with the State Highway Administration of the Department of Transportation of Maryland for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject section of County road to the State will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "County", party of the first part has agreed to transfer the hereinafter described section of road which heretofore was

Md. 519 - (Green Spring Avenue) From Dover Road
Northeasterly to Garrison Forest Road.
A total distance of 2.06 miles.

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the conveyance of the aforegoing section of State Highway is subject to the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The aforegoing mileage will be included in the inventory as of December 1, 1978.
3. The basis for the allocation of funds will include the additional 2.06 miles in the allocation to the County beginning July 1, 1979.
4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.
5. The County accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

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

WITNESS:

John A. Ittl Jr.

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION OF MARYLAND

By: Hal Kassoff
Director, Office of Planning and Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this 6 day of [illegible] 19[illegible]

Administrative Special Attorney

ATTEST:

Helen B. Kennedy
Clerk

Baltimore County, Maryland

Dennis F. Rasmussen
County Executive
8/7/78

RECOMMENDED FOR APPROVAL:

Thomas J. Keeney
Director of Public Works

Approved as to form [redacted]
[redacted] this 31st day of
July 1978.

Charles E. Feldmann
Assistant County Solicitor

Approved as to [redacted] Legal Sufficiency

Assistant County Solicitor

Min. File Copy
Jarrettsville Rd. to S.H.A.
Assign as Md 146

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

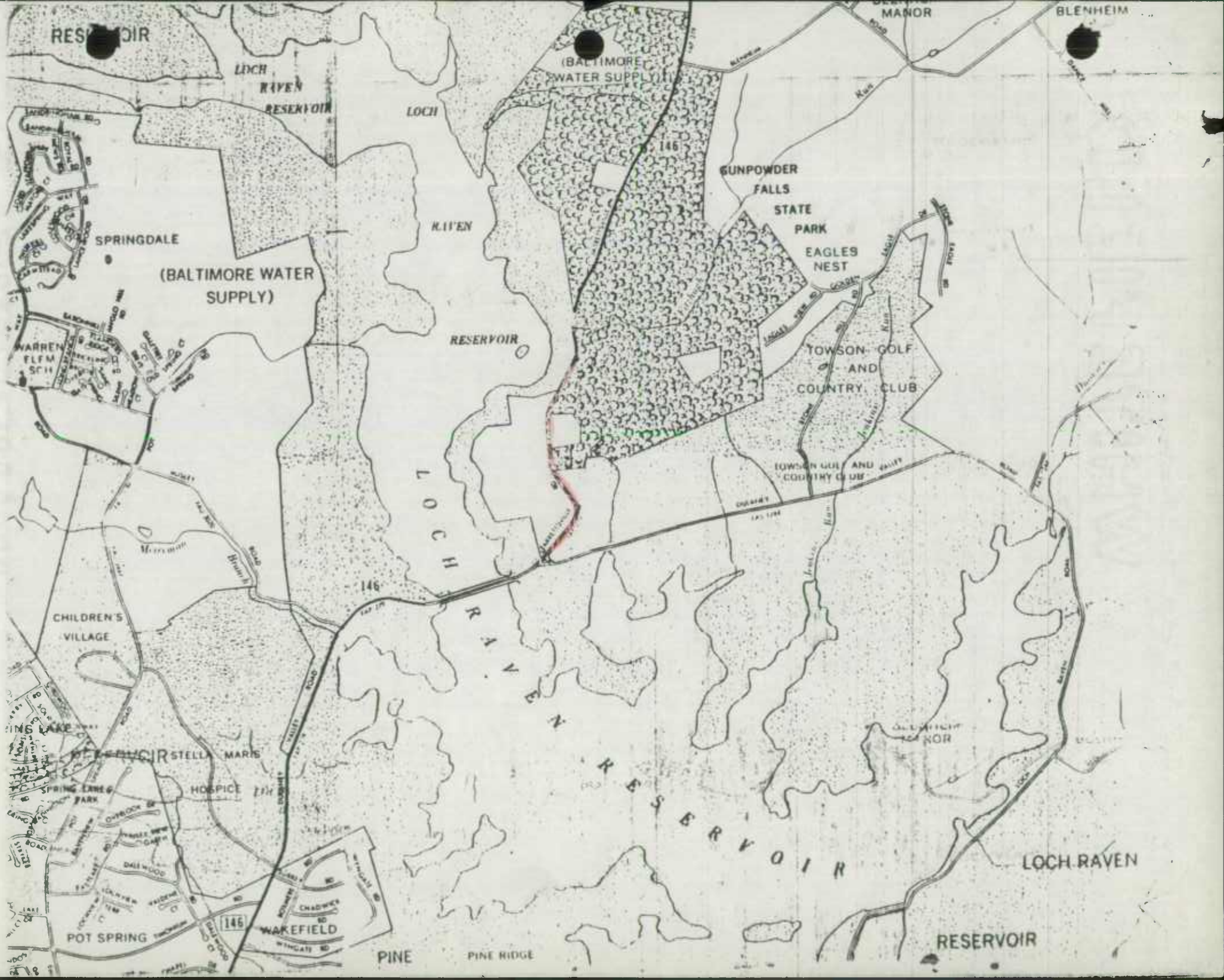
October 16, 1978

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated October 6, 1978 between the State Highway Administration and Baltimore County, Maryland, relative to transfer by the County to the State Highway Administration of the following described section of County constructed road subject to the conditions more fully set forth in the agreement.

Jarrettsville Road - from Dulaney Valley Road
Northerly to end County maintenance.
A total distance of 0.57 miles.

Said agreement had previously been executed by the County Executive, Baltimore County and approved as to form and legal sufficiency by Administrative Special Attorney, Norman Polski.

Copies:
Mr. F. Gottemoeller
Mr. H.G. Downs
Mr. A.W. Tate
Mr. A.L. Gardner
Mr. H. Kassoff
Mr. C.W. Reese
Mr. H. Pistel
Mr. J.N. Day
Mr. T. Hicks
Mr. R.C. Pazovrek
Mr. W.F. Lins, Jr.
Mr. E.J. Dougherty
Mr. C.P. Hyatt
Mr. E.S. Freedman
Mr. E. Lee
Mr. P.S. Jaworski
Mr. J.T. Neukam
Mr. R.C. Davison
Mrs. E.K. Roche
Baltimore County
Secretary's File
S.H.A. Baltimore County


RESERVOIR
LOCH RAVEN RESERVOIR
LOCH
(BALTIMORE WATER SUPPLY)
MANOR
BLENHEIM
146
GUNPOWDER FALLS STATE PARK
EAGLES NEST
SPRINGDALE
(BALTIMORE WATER SUPPLY)
RIVER
RESERVOIR
WARREN ELEM SCH
TOWSON GOLF AND COUNTRY CLUB
LOCH RAVEN RESERVOIR
CHILDREN'S VILLAGE
STELLA MARIS
HOSPICE
POT SPRING
WAKEFIELD
PINE
PINE RIDGE
LOCH RAVEN
RESERVOIR

THIS AGREEMENT made this 6th day of October 1978 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part and Baltimore County, Maryland, hereinafter referred to as "County", party of the second part.

WHEREAS, under authority contained in Transportation Article - Title 8-304, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof with the governing bodies of the several Political Subdivisions of Maryland for the purpose of reducing the cost of road maintenance, and the governing bodies of the several Political Subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road or portion thereof with the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject section of State Highway to the County will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration", party of the first part, has agreed to transfer the hereinafter described section of road which heretofore was constructed by the Highway Administration to the "County", party of the second part, and the County has agreed to accept same as an integral part of the County Highway System.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged the "Highway Administration", party of the first part does hereby transfer unto the "County" and the County, party of the second part does hereby accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of "State" Highway for maintenance purposes, as part of the "County" Highway System.

Jarrettsville Road - from Dulaney Valley Road Northerly to End of County Maintenance. A total distance of 0.57 miles.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of County road is subject to the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The aforegoing mileage will be excluded from the County's road inventory as of December 1, 1978.
3. The basis for the allocation of funds will exclude the 0.57 miles in the allotment to the County beginning July 1, 1979.
4. The transfer of said road is made on an As-Is-Basis which pertains to existing rights of way and to the existing condition of the road involved, including all appurtenances and bridge structures.
5. The Highway Administration accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

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

ATTEST:

Helen H. Kennedy
Clerk

Baltimore County, Maryland

[illegible]
County Executive
8/7/78

RECOMMENDED FOR APPROVAL:

[illegible]
Director of Public Works

Approved as to form and legal sufficiency this 31st day of July, 1978.

[illegible]
Assistant County Solicitor

Approved as to [redacted] Legal Sufficiency

[illegible]
Assistant County Solicitor

STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION
OF MARYLAND

WITNESS:

By: _____
Director, Office of Planning and
Preliminary Engineering

APPROVED:

_____
Chief, Bureau of Highway
Statistics

Approved as to form and legal sufficiency
this 6 day of Oct, 1978.

_____
Administrative Special Attorney

Maryland Department of Transportation

State Highway Administration

Hermann K. Intemann
Secretary

M. S. Caltrider
Administrator

Bridge # 6002 - Md 26
" # 6001 - Md 26
" # 6049 - Md 32
In Carroll County
Agrmt. Between Balto. City & State Hwy.

August 1, 1978

William E. Riley, Bureau Head
Bureau of Engineering
300 Municipal Building
Baltimore, Maryland 21202

Dear Mr. Riley:

Enclosed are two executed copies of the City/State agreement concerning the Liberty Dam Watershed Bridges. Also enclosed is a copy of the Memorandum of Action of State Highway Administrator dated July 28, 1978.

Very truly yours,

M. S. Caltrider
State Highway Administrator

By: William I. Slacum

WIS:lmb
Enclosures

CC: Mr. H. G. Downs
Secretary's File ✓

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER
FRIDAY, JULY 28, 1978
* * *

Administrator Caltrider executed five copies of an agreement dated June 14, 1978, between the State Highway Administration and the Mayor and City Council of Baltimore, Maryland, wherein the parties set forth and establish their respective obligations and responsibilities in connection with Liberty Dam Watershed - Patapsco River Bridge on Maryland 26; Snowden Creek Bridge on Maryland 26; and Morgan's Run Creek Bridge on Maryland 32. The terms and conditions of this agreement are more fully set forth therein.

Said agreement had been executed previously on behalf of the City, approved by Chief Engineer Downs, and approved as to form and legal sufficiency by the Office of Counsel.

Copy: Mr. F. Gottemoeller
Mr. H. G. Downs
Mr. A. L. Gardner
Mr. A. W. Tate
Mr. I. C. Hughes
Mr. N. H. Rogers
Mr. E. S. Freedman
Mr. H. Berger
Mr. R. C. Pazourek
Mr. J. N. Day
Mr. H. J. Pistel
Mr. W. L. Shook
City of Baltimore
Secretary's File ✓
SHA-Baltimore City file

JUN 14 1978

THIS AGREEMENT, made this day of _____ 1978 by and between the State Highway Administration, Maryland Department of Transportation, hereinafter referred to as "State", party of the first part, and the Mayor and City Council of Baltimore, Maryland, party of the second part, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the parties hereto recognize that deterioration of deck areas has occurred for the three bridges spanning sections of the Liberty Reservoir, and

WHEREAS, City is presently responsible for maintenance of these structures in the Liberty Reservoir Watershed Area, and State is willing to accept responsibility for maintenance of the rehabilitated structures, and

WHEREAS, STATE has accepted the proposal of the CITY to cooperate and to share in the cost of Construction; and

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

WHEREAS, The Federal-Aid Highway Program Manual under Volume 6, Chapter 4, Section 1, Subsection 6 (Revised Sept. 10, 1976) sets forth procedures whereby services and facilities of local government may be utilized and requires that there be an executed agreement between State Highway Administration and local agency, setting forth conditions under which project would be constructed; and

WHEREAS, Parties hereto agree to participate in financing of project to the extent of all costs in excess of Federal reimbursement ; and

WHEREAS, STATE concurs that the construction can be performed under the direction of CITY: and

WHEREAS, STATE finds that CITY is adequately staffed and suitably equipped to contract for completion of the work, subject to the approval of the STATE to the end that the work is satisfactorily completed in an economic and expeditious manner; and

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

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

1. STATE agrees that CITY shall supervise the preparation of plans, designs, and estimates. All work shall be subject to prior approval by STATE, CITY and FEDERAL HIGHWAY ADMINISTRATION in accordance with Federal Policy and Procedure, and reimbursement to CITY shall be on basis of procedures as established in applicable Federal Policy and Procedure Memoranda and agreed upon at time work is authorized.

2. CITY stipulates that all work will be performed on rights of way owned or controlled by City of Baltimore at no expense to STATE. The right of way provided for said improvement shall be held inviolate for public highway purposes, and no signs, posters, billboards, roadside stands, or other private installations shall be permitted within the right of way limits. Said right of way shall be of the width and otherwise conform to the requirements of any law applicable thereto and the requirements of the Federal Highway Administration.

3. Construction of the project shall be under the direct control of the STATE, which shall assign a Project Engineer to work with City's inspection representatives to supervise the construction. The project shall be subject at all time to inspection by representatives of the STATE, at the cost of CITY and/or STATE and the FEDERAL HIGHWAY ADMINISTRATION so as to insure full compliance with the contract documents, the law, rules and regulations relating to the project upon which

All construction work shall be performed in accordance with the requirements of the City of Baltimore, Department of Public Works, Specifications for Material, Bridges, Utilities and Incidental Structures (1978) and appropriate admendments thereto, and in accordance with Special Conditions stipulated by project approval.

4. Subject to approval of STATE and prior authorization by Federal Highway Administration, CITY shall advertise, receive bids and award contract or contracts for the performance of the work.

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

6. CITY agrees to save STATE, its officers and employees harmless from all law or equity suits for or on account of construction, or from any liability whatever, either directly or indirectly arising from or out of said construction not caused by the negligence of the STATE or its officers or employees.

7. Financing of all engineering costs shall be borne solely by CITY without FEDERAL or STATE aid.

Financing of all construction for said project shall be as follows:

City Responsibility with Federal Funds. Deck & Rehab

Rt. No. MD26 Bridge No. 6002 Liberty Dam Bridge $2,645,000 (Est.) FAP. 234 CL 6

State Responsibility with Federal Funds

Rt. No. MD26 Bridge No. 6001 Snowden Creek Bridge $1,510,000 (Est.) FAP 234 CL 6

Rt. No. MD32 Bridge No. 6049 Morgan Run Bridge $1,110,000 (Est.) FAP 243 CL 6

PSE in SHA adv in 82 one contract

Reimbursements to CITY of participating funds shall be made in the following manner with STATE having responsibility for correctness of its vouchers

to Federal Highway Administration:

(a) On the first day of each month, or as soon thereafter as practicable, CITY shall prepare a bill or voucher for contract work which has been completed during the preceding month for which costs incurred are reimbursable from STATE and/or FEDERAL Funds. This bill or voucher will be presented to STATE, and upon recipt, STATE will promptly remit to CITY such amounts as are its responsibility and/or prepare necessary Federal Highway Administration's vouchers and documents, and submit same to said Federal Highway Administration for payment of Federal-Aid Funds due.

(b) Upon payment of sums under these vouchers from the Federal Highway Administration, STATE will make remittance thereof to CITY. Claims for less than One Thousand Dollars ($1,000.00) shall not be submitted.

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

8. All materials incorporated in project shall be tested and incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the CITY supplemented by that of STATE shall be used for this purpose. Use of private laboratories may be authorized on a reimbursable basis in those instances where the need is established and approved by STATE in advance.

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

10. After final inspection and acceptance of each project by STATE and the Federal Highway Administration, STATE agrees to accept ownership for the entire structure and will be responsible for any further maintenance of the structure

rights as may be required to facilitate such owhership and maintenance activity consistent with safeguards of CITY'S water supply reservoir.

11. This agreement shall insure and be binding upon the parties hereto, their agents, successors and assigns.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized.

WITNESS:

STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS DAY OF

Administrative Special Attorney

APPROVED:

CHIEF ENGINEER

WITNESS:

Deputy City Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

Mayor, William Donald Schaefer

APPROVED: BUREAU OF ENGINEERING

Head

APPROVED: DEPARTMENT OF PUBLIC WORKS

Dep. Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 5th DAY OF June, 1978

Assistant City Solicitor

APPROVED: BOARD OF ESTIMATES:

Clerk:

Date: JUN 14 1978

MDTA/Co
I-95 bridges
agreement

MARYLAND TRANSPORTATION AUTHORITY

AGREEMENT

THIS AGREEMENT made this 14th of MARCH and between the Maryland Transportation Authority of the Department of Transportation of Maryland (hereinafter referred to as the "Authority"), party of the first part, and Baltimore County, Maryland (hereinafter referred to as "County"), party of the second part.

WHEREAS, under authority contained in Title 4 of the Transportation Article, Annotated Code of Maryland, the Maryland Transportation Authority was created, transferring all power, authority, obligations, functions, duties and discretion heretofore granted to the State Roads Commission of Maryland relating to the financing, operation, maintenance and repairs of the John F. Kennedy Memorial Highway ("JFK Highway") and any other transportation facilities project provided for under Title 4 of the Annotated Code of Maryland or authorized by the Authority, and

WHEREAS, the Authority is authorized and empowered under Section 4-204 of the Transportation Article, Annotated Code of Maryland, to finance, construct, operate, repair, and maintain in good order all transportation facilities projects, including the JFK Highway, and

WHEREAS, those sections of several roads lying within the right-of-way of the JFK Highway have recently been conveyed from the State of Maryland to the County;

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

MARYLAND TRANSPORTATION AUTHORITY

AGREEMENT

THIS AGREEMENT made this 14th of MARCH 1978 by and between the Maryland Transportation Authority of the Department of Transportation of Maryland (hereinafter referred to as the "Authority"), party of the first part, and Baltimore County, Maryland (hereinafter referred to as "County"), party of the second part.

WHEREAS, under authority contained in Title 4 of the Transportation Article, Annotated Code of Maryland, the Maryland Transportation Authority was created, transferring all power, authority, obligations, functions, duties and discretion heretofore granted to the State Roads Commission of Maryland relating to the financing, operation, maintenance and repairs of the John F. Kennedy Memorial Highway ("JFK Highway") and any other transportation facilities project provided for under Title 4 of the Annotated Code of Maryland or authorized by the Authority, and

WHEREAS, the Authority is authorized and empowered under Section 4-204 of the Transportation Article, Annotated Code of Maryland, to finance, construct, operate, repair, and maintain in good order all transportation facilities projects, including the JFK Highway, and

WHEREAS, those sections of several roads lying within the right-of-way of the JFK Highway have recently been conveyed from the State of Maryland to the County;

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

1. The Authority will perform, at its sole expense, repairs (except minor road surface repairs, as defined in Paragraph 3 hereof) to the bridges #BX 008 (Cowenton Avenue), #BX 015 (Joppa Road), #BX 027 (New Forge Road), #BX 036 (Raphel Road), and #BX 047 (Bradshaw Road) that carry the aforementioned roads over the JFK Highway.

2. The County will perform, at its sole expense, removal of all snow from, and all minor road surface repairs to, the bridges #BX 008 (Cowenton Avenue), #BX 015 (Joppa Road), #BX 027 (New Forge Road), #BX 036 (Raphel Road), and #BX 047 (Bradshaw Road) that carry the aforementioned roads over the JFK Highway.

3. Minor road surface repairs are defined and mutually understood to include sealing surface cracks, patching small cavitations and patching curb faces and tops.

4. When a floor defect extends through the floor slab, such as a crack, hole, or cavitation which exposes the reinforcing steel, then the County shall prompty advise the Authority. The Authority shall then make the required structural repairs to the floor slab.

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

ATTEST:

Helen R. Kennedy

BALTIMORE COUNTY, MARYLAND

BY: _____ (SEAL)
Theodore G. Venetoulis
County Executive

RECOMMENDED FOR APPROVAL:

Director, Department of Public Works

APPROVED AS TO FORM:

Assistant County Solicitor

APPROVED AS TO LEGAL SUFFICIENCY:

Assistant County Solicitor

WITNESS:

MARYLAND TRANSPORTATION AUTHORITY

BY: (SEAL)
E. Donald Reilly
Executive Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY:
Assistant Attorney General

RECOMMENDED FOR APPROVAL:
Greiner Engineering Sciences, Inc.

BY:
V. Pres.

FUNDS AVAILABLE: AS REQUIRED:
[illegible] FOR MAINT. FUND

BY:
Fredric J. Barron
Manager, Transportation Authority Fund

05-AU-78-088 5878-475 Contract: NE 103

THIS DEED, made this 4TH day of JANUARY, in the year 1978, by and between MARYLAND TRANSPORTATION AUTHORITY, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and, the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part, hereinafter sometimes called the "GRANTORS"; and, BALTIMORE COUNTY, MARYLAND hereinafter sometimes called the "GRANTEE".

LIBER 5878 PAGE 475

WHEREAS, Maryland Transportation Authority, acting for and on behalf of the State of Maryland, has heretofore acquired certain property and rights, situate, lying and being in Baltimore County, State of Maryland; and,

WHEREAS, the predecessor of the Toll Facilities Administration of the Department of Transportation has constructed a Transportation Facility Project known and designated as Northeastern Expressway - Whitemarsh Blvd. to North of Mountain Road, NE 103; and,

WHEREAS, the State Roads Commission of Maryland has prepared Right of Way Plats designated as State Roads Commission Plats numbered 14705 (Revised 2/6/62), 14710 (Revised 1/2/62), 14711 (Revised 1/2/62), 14712 (Revised 2/6/62), 14717 (Revised 2/26/62), 14723 (Revised 1/2/62), 14724 (Revised 1/2/62), 14725 (Revised 1/2/62), 14727 (Revised 6/19/59), 14728 (Revised 2/26/62), 14729 (Revised 1/2/62), 14730 (Revised 1/2/62), 14731 (Revised 2/26/62), 14732 (Revised 2/6/62), 14733 (Revised 2/26/62), 14734 (Revised 3/1/62), 14735 (Revised 2/6/62), 14736 (Revised 3/1/62), 26179 (Revised 3/7/62), 26180 (No Rev.), 26182 (No Rev.), 26183 (Revised 2/26/62), 26185 (Revised 3/7/62), 26363 (Revised 3/7/62), 27267 (No. Rev.), 27609 (No Rev.), 43594 (No. Rev.), recorded among the Plat Records of Baltimore County; and,

WHEREAS, the said Plats show the land, rights and controls of access which were determined by the State Roads Commission of Maryland to be necessary for the construction, operation, maintenance, use and protection of the highway and/or bridge constructed, as aforesaid; and,

WHEREAS, Maryland Transportation Authority has agreed, for good and valuable considerations, to convey unto the "Grantee" herein, certain easements and certain land, hereinafter described, which the "Grantors" have determined is no longer needed by it in connection with the construction, operation, maintenance, use and protection of the said Transportation Facilities Project; and,

Per: Authorized Signature

WHEREAS, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the Maryland Transportation Authority of the Department of Transportation.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said "Grantors" do hereby grant, convey and quit claim unto Baltimore County easements described hereinafter, and also do hereby quit claim all right, title and interest of the "Grantors" to certain hereinafter described parcels of land, all being situate, lying and being in Baltimore County, State of Maryland, and described as follows, to wit:

RIGHTS OF WAY CONVEYED BY
MARYLAND TRANSPORTATION AUTHORITY - BOARD OF PUBLIC WORKS OF MARYLAND
TO
BALTIMORE COUNTY, MARYLAND

Right of Way Project No.: NE 103
Right of Way Project: Northeastern Expressway - Whitemarsh Blvd. to North of Mountain Rd.
Item Nos.: NE 24; NE 25; NE 533; NE 534; NE 535; NE 536; NE 538; NE 573; NE 623; NE 624.

. . . . . .

* COWENTON AVENUE RELOCATED - from existing Cowenton Avenue, northwest of Philadelphia Rd. to I-95 (Northeastern Expressway), extending from station 44+00 to station 48+15 on the base line of right of way (Relocated Cowenton Avenue), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 26180, recorded among the Land Records of Baltimore County, being a distance of 0.08 of a mile plus or minus.

BEING PART OF the Bed of Existing Cowenton Avenue, containing 0.30 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded September 19, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4046 Folio 567 was conveyed by Rosalie G. Steg, widow, (Item No. NE 624), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.05 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded March 27, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4122 Folio 161 was conveyed by Joseph A. Eikenberg, Sr. and Doris C. Eikenberg, et al, (Item No. NE 538), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.10 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded May 22, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4145 Folio 55 was conveyed by Jacob Laudenklos, Jr. and Lettie A. Laudenklos, his wife, (Item No. NE 25), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.03 acres plus or minus.

BEING PART OF THE LAND which by deed recorded May 14, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 3988 Folio 300, was conveyed by Peter Cook and Gladys May Cook (Item No. NE 24) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.31 acres plus or minus.

BEING ALL OF THE LAND which by deed dated June 3, 1977, recorded or intended to be recorded among the Land Records of Baltimore County, was conveyed by Bernard C. Jednoralski et ux, to the State of Maryland to the use of the State Highway Administration of the Department of Transportation, containing 0.07 of an acre plus or minus.

COWENTON AVENUE RELOCATED - from I-95 (Northeastern Expressway) to existing Cowenton Avenue, southeast of Lolly Lane, extending from station 51+50 to station 62+00 on the base line of right of way (Cowenton Avenue Relocated), as said base line of right of way is delineated on the State Roads Commission of Maryland's plats numbered 26180 and 26179 (revised 3/7/62), recorded among the Land Records of Baltimore County, being a distance of 0.20 of a mile plus or minus.

BEING PART OF THE BED OF Existing Cowenton Avenue, containing 0.31 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded January 20, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4255 Folio 282 was conveyed by George Winter and Helen Winter, his wife (Item No. NE 534), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.06 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded January 20, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4255 Folio 289 was con-

veyed by George Winter and Helen Winter, his wife, (Item No. NE 533), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.76 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded July 25, 1962, among the Land Records of Baltimore County in Liber W.J. R. No. 4021 Folio 49 was conveyed by Eugene M. Goldsmith and Doris B. Goldsmith, et al (Item No. NE 535), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.01 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded June 30, 1964, among the Land Records of Baltimore County in Liber R.R. G. No. 4322 Folio 173 was conveyed by Theodore G. Bickel and Lillian M. Bickel, his wife, (Item No. NE 536), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.05 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded May 14, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 3988 Folio 300 was conveyed by Peter Cook and Gladys May Cook (Item No. NE 24), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.98 acres plus or minus.

BEING ALL OF THE LAND which by deed recorded September 28, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4051 Folio 561 was conveyed by Melvin L. Ray and Dorothy M. Ray, his wife (Item No. NE 537), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.06 of an acre plus or minus.

THE GRANTORS DO FURTHER CONVEY ALL RIGHT, title and interest in and to

the Revertible Easement for Supporting Slopes of the State Highway Administration-State Roads Commission of Maryland shown hatched thus: on the State Roads Commission of Maryland's plats numbered 26179 (revised 3/7/62) and 26180, recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY ALL RIGHT, title and interest in and to the Perpetual Easement for Outlet Ditch of the State Highway Administration-State Roads Commission of Maryland shown cross hatched thus: on the State Roads Commission of Maryland's plat numbered 26179 (revised 3/7/62), recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY ALL RIGHT, title and interest in and to the Drainage Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State of Maryland's plat numbered 26179 (revised 3/7/62), recorded among the Land Records of Baltimore County.

EXISTING COWENTON AVENUE TURNAROUND AT I-95 (Northeastern Expressway) - from left station 284+45 to left station 285+27 on the base line of Construction (Northeastern Expressway), as said base line of Construction is delineated on the State Roads Commission of Maryland's plat numbered 26180, recorded among the Land Records of Baltimore County.

BEING PART OF THE BED of Existing Cowenton Avenue, containi[illegible] acre plus or minus.

BEING PART OF THE LAND which by deed recorded May 14, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 3988 Folio 300, was conveyed by Peter Cook and Gladys May Cook (Item No. NE 24), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.04 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded May 22, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4145 Folio 55, was conveyed by Jacob Laudenklos, Jr. and Lettie A. Laudenklos, his wife, (Item No. NE 25), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.02 acres plus or minus.

THE ABOVE DESCRIBED PARCELS OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State Roads Commission of Maryland's plats numbered 14705 (revised 2/6/62) and 26180, recorded among the Land Records of Baltimore County.

RIGHTS OF WAY CONVEYED BY
MARYLAND TRANSPORTATION AUTHORITY - BOARD OF PUBLIC WORKS OF MARYLAND
TO
BALTIMORE COUNTY, MARYLAND

Right of Way Project No.: NE 103
Right of Way Project: Northeastern Expressway - Whitemarsh Blvd. to North of Mountain Rd.
Item Nos.: NE 27; NE 28; NE 160; NE 160; NE 169; NE 170; NE 171; NE 178; NE 462

. . . . . .

JOPPA ROAD RELOCATED - from existing Joppa Road southeast to I-95 (Northeastern Expressway) extending from station 00+50 to station 07+54.10 on the base line of right of way (Joppa Rd. Relocated) as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14711 (revised 1/2/62), recorded among the Land Records of Baltimore County, being a distance of 0.14 of a mile plus or minus.

BEING PART OF THE BED of existing Joppa Rd., containing 0.26 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded March 23, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4277 Folio 630, was conveyed by Anna N. Moore, widow (Item No. NE 28), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 1.76 acres plus or minus.

BEING ALL OF THE LAND which by deed recorded April 15, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4128 Folio 496 was conveyed by Elizabeth S. Moore, widow (Item No. NE 171) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.03 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded July 12, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4169 Folio 599, was conveyed by Ormsby S. Moore and Ragola Moore, his wife, et al (Item No. NE 170) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.02 of an acre plus or minus.

EXISTING JOPPA ROAD TURNAROUND - northwest at I-95 (Northeastern Expressway), from left of station 316+50 to left of station 317+30 on the base line of right of way (Northeastern Expressway), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14711 (revised 1/2/62), recorded among the Land Records of Baltimore County.

BEING PART OF THE BED of existing Joppa Road, containing 0.03 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded March 23, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4277 Folio 630 was conveyed by Anna N. Moore, widow (Item No. NE 28) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.02 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded March 20, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 3968 Folio 13 was conveyed by Frederick S. Myers and Lena Myers (Item No. NE 27) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.03 of an acre plus or minus.

JOPPA ROAD RELOCATED - from I-95 (Northeastern Expressway) southeast to existing Joppa Road, extending from station 10+84.18 to station 17+00 on the base line of right of way (Joppa Road Relocated), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14712 (revised 2/6/62), recorded among the Land Records of Baltimore County, being a distance of 0.12 of a mile plus or minus.

BEING PART OF THE BED OF existing Joppa Road, containing 0.25 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded March 23, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4277 Folio 630, was conveyed by Anna N. Moore, widow (Item No. NE 28) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.52 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded September 26, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4051 Folio 565, was conveyed by Robert E. Brookes and Doris S. Brookes (Item No. NE 168) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 1.52 acres plus or minus.

BEING ALL OF THE LAND which by deed recorded June 20, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4004 Folio 416, was conveyed by William Borgerding (Item No. NE 169) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.09 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded September 10, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4042 Folio 29, was conveyed by Frank L. Stoup and Vallie M. Stoup (Item No. NE 462) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.17 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded June 1, 1955, among the Land Records of Baltimore County in Liber R.R.G. No. 4464 Folio 357, was conveyed by Herbert O. Friend, Item No. NE 178 to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.122 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded March 5, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4114 Folio 48, was con-

veyed by William C. Smith and Dorothy Smith (Item No. NE 160) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.003 of an acre plus or minus.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Perpetual Easement for Inlet Ditch of the State Highway Administration-State Roads Commission of Maryland shown cross hatched thus: on the State Roads Commission of Maryland's plat numbered 14712 (revised 2/6/62), recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Perpetual Easement for Outlet Ditch of the State Highway Administration-State Roads Commission of Maryland shown cross hatched thus: on the State Roads Commission of Maryland's plat numbered 14712 (revised 2/6/62), recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Drainage Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State Roads Commission of Maryland's plat numbered 14712 (revised 2/6/62), recorded among the Land Records of Baltimore County.

EXISTING JOPPA ROAD TURNAROUND - southeast at I-95 (Northeastern Expressway) - from right of station 316+20 to right of station 317+00 on the base line of right of way (Northeastern Expressway), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14712 (revised 2/6/62), recorded among the Land Records of Baltimore County.

BEING PART OF THE BED of existing Joppa Road, containing 0.04 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded March 23, 1954, among the Land Records of Baltimore County in Liber R.R.G. No. 4277 Folio 630, was conveyed by Anna N. Moore, widow (Item No. NE 28) to the State of Maryland to

the use of the State Roads Commission of Maryland, containing 0.02 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded March 5, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4114 Folio 48, was conveyed by William C. Smith and Dorothy Smith (Item No. NE 160) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.02 of an acre plus or minus.

THE ABOVE DESCRIBED PARCELS OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State Roads Commission of Maryland's plats numbered 14710 (revised 1/2/62), 14711 (revised 1/2/62) and 14712 (revised 2/6/62), recorded among the Land Records of Baltimore County.

RIGHTS OF WAY CONVEYED BY
MARYLAND TRANSPORTATION AUTHORITY - BOARD OF PUBLIC WORKS OF MARYLAND
TO
BALTIMORE COUNTY, MARYLAND

Right of Way Project No.: NE 103
Right of Way Project: Northeastern Expressway - Whitemarsh Blvd. to North of Mountain Road.
Item Nos.: NE 35 and NE 594

. . . . . .

NEW FORGE ROAD, as constructed southeast of Forge Acres from I-95 (North-Eastern Expressway) to Md. Rte. 7 (Philadelphia Road), extending from station 43+62 ± to station 52+26 ± on the base line of right of way (New Forge Road), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 26183 (revised 2/26/62), recorded among the Land Records of Baltimore County, being a distance of 0.16 of a mile plus or minus.

BEING PART OF THE LAND which by deed recorded November 27, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4076 Folio 549 was conveyed by Lloyd C. Reid and Emma P. Reid (Item No. NE 35), to the State of Maryland to the use of the State Roads Commission of Maryland , containing 0.80 acres plus or minus.

BEING ALL OF THE LAND which by deed recorded October 3, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4054 Folio 9 was conveyed by Dennis J. Williams and Carrie Holley (Item No. NE 594) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.92 acres plus or minus.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Revertible Easement for Supporting Slopes of the State Highway Administration-State Roads Commission of Maryland shown hatched thus: on the State Roads Commission of Maryland's plats numbered 26183 (revised 2/26/62) and 27267, recorded among the Land Records of Baltimore County.

NEW FORGE ROAD, as constructed southeast of Forge Acres from Winkler Road to I-95 (Northeastern Expressway), extending from station 35+37 to station 39+73 on the base line of right of way (New Forge Road), as said base line of right of way is delineated on the State Roads Commission of Maryland's

plat numbered 26182, recorded among the Land Records of Baltimore County, being a distance of 0.08 of a mile plus or minus.

BEING PART OF THE LAND which by deed recorded November 27, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4076 Folio 549 was conveyed by Lloyd C. Reid and Emma P. Reid (Item No. NE 35) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 1.24 acres plus or minus.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Revertible Easement for Supporting Slopes, appertaining to New Forge Road, of the State Highway Administration-State Roads Commission of Maryland shown hatched thus: on the State Roads Commission of Maryland's plat numbered 26182, recorded among the Land Records of Baltimore County.

THE ABOVE DESCRIBED PARCELS OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State Roads Commission of Maryland's plats numbered 14717 (revised 2/26/62), 26182 , 26183 (revised 2/26/62), and 27609, recorded, or intended to be recorded, among the Land Records of Baltimore County.

RIGHTS OF WAY CONVEYED BY
MARYLAND TRANSPORTATION AUTHORITY - BOARD OF PUBLIC WORKS OF MARYLAND
TO
BALTIMORE COUNTY, MARYLAND

Right of Way Project No.: NE 103
Right of Way Project: Northeastern Expressway - Whitemarsh Blvd. to North of Mountain Road.
Item Nos.: NE 35; NE 592; NE 593; NE 681

. . . . . .

WINKLER ROAD, as constructed from New Forge Road to Palomino Road, extending from station 02+43.48 to station 08+20 on the base line of right of way (Winkler Road), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 26182, recorded among the Land Records of Baltimore County, being a distance of 0.11 of a mile plus or minus.

BEING PART OF THE BED of existing Winkler Road, containing 0.24 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded January 20, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4255 Folio 278, was conveyed by Merchants Mortgage Company (Item No. NE 681) to The State of Maryland to the use of the State Roads Commission of Maryland, containing 1.13 acres plus or minus.

BEING ALL OF THE LAND which by deed recorded September 10, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4042 Folio 18, was conveyed by Joseph M. Apidone and Rita M. Apidone (Item No. NE-592) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.06 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded March 20, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4119 Folio 181, was conveyed by Norman T. Wildberger and Mildred E. Wildberger (Item No. NE 593) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.06 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded November 27, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4076 Folio 54 was conveyed by Lloyd C. Reid and Emma P. Reid (Item No. NE 35) to the State of Maryland to the use of the State Roads Commission of Maryland. (Area combined with acreage contained in same being clause pertinent to New Forge Road description).

THE GRANTORS DO FURTHER CONVEY ALL RIGHT, TITLE AND INTEREST in and to the Revertible Easement for Supporting Slopes, appertaining to Winkler Road, of the State Highway Administration-State Roads Commission of Maryland shown hatched thus: on the State Roads Commission of Maryland's plat numbered 26182, recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY ALL RIGHT, TITLE AND INTEREST in and to the Perpetual Easement for Stream Change of the State Highway Administration-State Roads Commission of Maryland shown crosshatched thus: on the State Roads Commission of Maryland's plat numbered 26182, recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY ALL RIGHT, TITLE AND INTEREST in and to the Drainage Provisions of the State Highway Administration-State Roads Commission of Maryland as shown on the State Roads Commission of Maryland's plat numbered 26182, recorded among the Land Records of Baltimore County.

RIGHTS OF WAY CONVEYED BY
MARYLAND TRANSPORTATION AUTHORITY - BOARD OF PUBLIC WORKS OF MARYLAND
TO
BALTIMORE COUNTY, MARYLAND

Right of Way Project No: NE-103
Right of Way Project: Northeastern Expressway - Whitemarsh Blvd. to North of Mountain Rd.
Item Nos.: NE-532; NE-662

. . . . . .

BUSH - BANGERT - SERVICE ROAD as constructed southeast of I-95 (Northeastern Expressway) from Bush Street to Bangert Street, extending from station 0+00 to station 05+30.80 on the base line of right of way (Bush - Bangert Service Rd.), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 26185 (revised 3/7/62), recorded among the Land Records of Baltimore County, being a distance of 0.10 of a mile plus or minus.

BEING ALL OF THE LAND which by deed recorded June 4, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4150 Folio 296, was conveyed by Clyde I. Stevens and Edith V. Stevens (Item No. NE-532) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.12 of an acre plus or minus.

RIGHTS OF WAY CONVEYED BY
MARYLAND TRANSPORTATION AUTHORITY - BOARD OF PUBLIC WORKS OF MARYLAND
TO
BALTIMORE COUNTY, MARYLAND

Right of Way Project No.: NE 103
Right of Way Project: Northeastern Expressway - Whitemarsh Blvd. to North of Mountain Road.
Item Nos.: NE 45; NE 46; NE 47; NE 682; NE 683

. . . . . .

RAPHEL ROAD - as reconstructed on the existing alignment from southeast of Bradshaw Road to I95 (Northeastern Expressway), extending from station 02+50 to station 08+00.31 on the base line of right of way (Raphel Road), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14724 (revised 1/2/62), recorded among the Land Records of Baltimore County, being a distance of 0.10 of a mile plus or minus.

BEING PART OF THE BED of existing Raphel Road, containing 0.38 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded December 17, 1962, among the Land Records of Baltimore County in Liber R.R.G. No. 4086 Folio 376, was conveyed by Marshall L. Clayton, et al, (Item No. NE 682), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.01 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded November 27, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4076 Folio 558, was conveyed by Herman Schmidt and Annabelle Schmidt (Item No. NE 47) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.36 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded December 17, 1962, among the Land Records of Baltimore County in Liber R.R.G. No. 4086 Folio 380, was conveyed by Marshall L. Clayton and Anne V. Clayton (Item No. NE 683) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.05 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded January 28, 1963, among

the Land Records of Baltimore County in Liber R.R.G. No. 4101 Folio 440, was conveyed by William E. Venzke and Anna E. Venzke (Item No. NE 46), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.36 of an acre plus or minus.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Revertible Easement for Supporting Slopes of the State Highway Administration-State Roads Commission of Maryland shown hatched thus: on the State Roads Commission of Maryland's plat numbered 14724 (revised 1/2/62), recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Revertible Easement for Runaround of the State Highway Administration-State Roads Commission of Maryland shown hatched thus : on the State Roads Commission of Maryland's plat numbered 14724 (revised 1/2/62), recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Drainage Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State Roads Commission of Maryland's plat numbered 14724 (revised 1/2/62), recorded among the Land Records of Baltimore County.

RAPHEL ROAD - as reconstructed on the existing alignment from I-95 (Northeastern Expressway) to northwest of Philadelphia Road, extending from station 11+49.97 to station 16+50 on the base line of right of way (Raphel Rd.), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14725 (revised 1/2/62), recorded among the Land Records of Baltimore County, being a distance of 0.09 of a mile plus or minus.

BEING PART OF THE BED of existing Raphel Road, containing 0.34 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded September 8, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4356 Folio 800, was conveyed by John G. Bauer and Lily May Bauer (Item No. NE 45), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.66 of an acre plus or minus.

THE GRANTORS DO FURTHER CONVEY all right, title, and interest in and to the Revertible Easement for Runaround of the State Highway Administration-State Roads Commission of Maryland as shown hatched thus: on the State Roads Commission of Maryland's plat numbered 14725 (revised 1/2/62), recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Perpetual Easement for Outlet Ditch of the State Highway Administration-State Roads Commission of Maryland shown cross-hatched thus: on the State Roads Commission of Maryland's plat numbered 14725 (revised 1/2/62), recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY all right, title and interest in and to the Drainage Provisions of the State Highway Administration-State Roads Commission of Maryland as shown on the State Roads Commission of Maryland's plat numbered 14725 (revised 1/2/62), recorded among the Land Records of Baltimore County.

THE ABOVE DESCRIBED PARCELS OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of

Maryland, as shown on the State Roads Commission of Maryland's plats numbered 14723 (revised 1/2/62), 14724 (revised 1/2/62), and 14725 (revised 1/2/62), recorded among the Land Records of Baltimore County.

RIGHTS OF WAY CONVEYED BY
MARYLAND TRANSPORTATION AUTHORITY - BOARD OF PUBLIC WORKS OF MARYLAND
TO
BALTIMORE COUNTY, MARYLAND

Right of Way Project No.: NE 103
Right of Way Project: Northeastern Expressway - Whitemarsh Blvd. to North of Mountain Rd.

Item Nos.: NE-52; NE-53; NE-165; NE-463; NE-464

. . . . . .

PFEFFERS ROAD RELOCATED - as constructed southeast of I-95 (Northeastern Expressway) from existing Pfeffers Rd. to Bradshaw Rd. Relocated, extending from station 16+50 on the base line of right of way (existing Pfeffers Rd.) to station 24+10 ± on the base line of right of way (Pfeffers Rd. Relocated), as said base lines of right of way are delineated on the State Roads Commission of Maryland's plats numbered 14728 (revised 2/26/62) and 14729 (revised 1/2/62), recorded among the Land Records of Baltimore County, being a distance of 0.47 of a mile plus or minus.

BEING PART OF THE BED of existing Pfeffers Road, containing 0.27 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded January 28, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4101 Folio 436, was conveyed by Lula B. Hammond and E. Clinton Hammond (Item No. NE-53) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 3.21 acres plus or minus.

BEING ALL OF THE LAND which by deed recorded November 13, 1962, among the Land Records of Baltimore County in Liber W.J.F. No. 4070 Folio 441, was conveyed by John S. Fields and Alice B. Fields et al (Item No. NE-463), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.09 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded July 31, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4336 Folio 397, was conveyed by John Henry Ulrich, widower (Item No. NE-52) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 6.06 acres plus or minus.

BEING ALL OF THE LAND which by deed recorded June 26, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4007 Folio 306, was conveyed by Gladys H. Austin and Roosevelt Austin, her husband, et al (Item No. NE-464) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.05 of an acre plus or minus.

THE GRANTORS DO FURTHER CONVEY ALL right, title and interest in and to the Perpetual Easement For Outlet Ditch of the State Highway Administration-State Roads Commission of Maryland shown cross-hatched thus: on the State Roads Commission of Maryland's plats number 14728 (revised 2/26/62) and 14729 (revised 1/2/62), recorded among the Land Records of Baltimore County.

THE GRANTORS DO FURTHER CONVEY ALL right, title and interest in and to the Drainage Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State Roads Commission of Maryland's plats numbered 14728 (revised 2/26/62) and 14729 (revised 1/2/62), recorded among the Land Records of Baltimore County.

EXISTING PFEFFERS ROAD TURNAROUND NORTHWEST at I-95 (Northeastern Expressway) from Left station 468+30 to left station 469+00 on the base line of right of way I-95 (Northeastern Expressway- South Bound Lane), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 26363 (revised 3/7/62), recorded among the Land Records of Baltimore County.

BEING PART OF THE BED of existing Pfeffers Road, containing 0.03 acre plus or minus.

BEING PART OF THE LAND which by deed recorded June 26, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4007 Folio 314, was conveyed by Simon Brown and Margaret W. Brown (Item No. NE 165) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.02 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded July 31, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4336 Folio 397, was conveyed by John Henry Ulrich, widower (Item No. NE-52) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.01 of an acre plus or minus.

THE ABOVE DESCRIBED PARCELS OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State Roads Commission of Maryland's plats numbered 14727 (revised 6/19/59), 14728 (revised 2/26/62), 14729 (revised 1/2/62), 14730 (revised 1/2/62), 26363 (revised 3/7/62) and 43594, recorded or intended to be recorded among the Land Records of Baltimore County.

RIGHTS OF WAY CONVEYED BY
MARYLAND TRANSPORTATION AUTHORITY - BOARD OF PUBLIC WORKS OF MARYLAND
TO
BALTIMORE COUNTY, MARYLAND

Right of Way Project No.: NE 103
Right of Way Project: Northeastern Expressway - Whitemarsh Blvd. to North of Mountain Road.
Item Nos.: NE 53; NE 55; NE 56; NE 56-A; NE 159; NE 465

. . . . . .

BRADSHAW ROAD - as reconstructed on the existing alignment from west of relocated Reynolds Road to I-95 (Northeastern Expressway), extending from station 13+00 to station 17+36.29 on the base line of right of way (Bradshaw Rd.), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14732 (revised 2/6/62), recorded among the Land Records of Baltimore County, being a distance of 0.08 of a mile plus or minus.

BEING PART OF THE BED of existing Bradshaw Road containing 0.29 of an acre plus or minus.

BEING ALL OF THE LAND which by deed recorded November 5, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4225 Folio 147, was conveyed by Theodore C. Hetrick and Thelma D. Hetrick, et al (Item No. NE 465), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.01 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded August 27, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4192 Folio 394, was conveyed by John C. Koppelman and Joan F. Koppelman, et al (Item No. NE 159), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.11 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded March 20, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4119 Folio 191 was conveyed by James F. Martinek (Item No. NE 55), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.10 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded January 28, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4101 Folio 436, was conveyed by Lula B. Hammond and E. Clinton Hammond (Item No. NE 53) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.38 of an acre plus or minus.

BRADSHAW ROAD - as reconstructed on the existing alignment from I-95 (Northeastern Expressway) to west of Pfeffers Road, extending from station 20+03.88 to station 26+00 on the base line of right of way (Bradshaw Rd.), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14733 (revised 2/26/62), recorded among the Land Records of Baltimore County, being a distance of 0.11 of a mile plus or minus.

BEING PART OF THE BED of existing Bradshaw Road, containing 0.37 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded December 12, 1958, among the Land Records of Baltimore County in Liber W.J.R. No. 3461 Folio 468 was conveyed by Morgan G.Smith et ux & George H.Gaeng et ux (Item No.56-A), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.02 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded January 28, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4101 Folio 436, was conveyed by Lula B. Hammond and E. Clinton Hammond (Item No. NE 53), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.80 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded May 12, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4297 Folio 352, was conveyed by Morgan G. Smith and Elizabeth S. Smith (Item No. NE 56), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.31 of an acre plus or minus.

THE ABOVE DESCRIBED PARCELS OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland as shown on the State Roads Commission of Maryland's plats numbered 14731 (revised 2/26/62), 14732 (revised 2/6/62), and 14733 (revised 2/26/62), recorded among the Land Records of Baltimore County.

RIGHTS OF WAY CONVEYED BY
MARYLAND TRANSPORTATION AUTHORITY - BOARD OF PUBLIC WORKS OF MARYLAND
TO
BALTIMORE COUNTY, MARYLAND

Right of Way Project No.: NE 103
Right of Way Project: Northeastern Expressway - Whitemarsh Blvd. to N. of Mountain Rd.
Item Nos.: NE 55; NE 56; NE 57; NE 159; NE 166; NE 700

. . . . . .

RELOCATED REYNOLDS ROAD - as constructed northwest of I-95 (Northeastern Expressway) from Bradshaw Road Northeasterly to existing Reynolds Road, extending from station 0+49 ± to station 21+00 on the base line of right of way (Relocated Reynolds Road), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14735 (revised 2/6/62) and 14736 (revised 3/1/62), recorded among the Land Records of Baltimore County, being a distance of 0.40 of a mile plus or minus.

BEING PART OF THE BED of existing Reynolds Road, containing 0.10 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded March 20, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4119 Folio 191, was conveyed by James F. Martinek (Item No. NE 55) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.52 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded August 27, 1963, among the Land Records of Baltimore County in Liber R.R.G. No. 4192 Folio 394, was conveyed by John C. Koppelman and Joan F. Koppelman, et al (Item No. NE 159) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.82 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded November 13, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4070 Folio 445, was conveyed by Katherine L. Gorsuch, widow, (Item No. NE 57), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 2.96

acres plus or minus.

BEING PART OF THE LAND which by deed recorded May 12, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4297 Folio 352 was conveyed by Morgan C. Smith (Item No. NE 56) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.22 of an acre plus or minus.

BEING PART OF THE LAND which by Inquisition recorded August 4, 1964, among the Land Records of Baltimore County in Liber R.R.G. No. 4337 Folio 520 was conveyed by Nelson R. Kerr, Jr. (Item No. NE 166) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.06 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded November 7, 1974, among the Land Records of Baltimore County in Liber No. 5488 Folio 775 was conveyed by the Maryland Department of Forests and Parks (Item No. NE 700) to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.02 of an acre plus or minus.

THE GRANTORS DO FURTHER CONVEY ALL RIGHT, TITLE AND INTEREST in and to the Drainage Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State Roads Commission of Maryland's plat numbered 14735 (revised 2/6/62), recorded among the Land Records of Baltimore County.

THE ABOVE DESCRIBED PARCEL OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland, as shown on the State Roads Commission of Maryland's plats numbered 14731 (revised 2/26/62), 14734 (revised 3/1/62), 14735 (revised 2/6/62) and 14736 (revised 3/1/62), recorded among the Land Records of Baltimore County.

EXISTING REYNOLDS ROAD TURNAROUND SOUTHEAST at I-95 (Northeastern Expressway), right station 506+48 to right station 507+28 on the base line of right of way (I-95 - Northeastern Expressway), as said base line of right of way is delineated on the State Roads Commission of Maryland's plat numbered 14734 (revised 3/1/62), recorded among the Land Records of Baltimore County.

BEING PART OF THE BED of Existing Reynolds Road, containing 0.03 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded November 13, 1962, among the Land Records of Baltimore County in Liber W.J.R. No. 4070 Folio 445, was conveyed by Katherine L. Gorsuch, widow, (Item No. NE 57), to the State of Maryland to the use of the State Roads Commission of Maryland, containing 0.02 of an acre plus or minus.

BEING PART OF THE LAND which by deed recorded November 7, 1974, among the Land Records of Baltimore County in Liber No. 5488 Folio 775, was conveyed by the Maryland Department of Forests and Parks (Item No. NE 700) to the State of Maryland to the use of the State Roads Commission of Maryland. Containing 0.03 of an acre plus or minus.

THE ABOVE DESCRIBED PARCEL OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland, as shown on the State Roads Commission of Maryland's plat numbered 14734 (revised 3/1/62), recorded among the Land Records of Baltimore County.

RESERVING, HOWEVER, UNTO THE STATE OF MARYLAND TO THE USE OF MARYLAND TRANSPORTATION AUTHORITY, its successors and assigns forever, all of the easements, land, privileges and controls, not specifically granted herein; and,

ANY AND ALL RIGHT WHATSOEVER of the "Grantee", its successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and the remaining property across the lines which are designated "Right of Way Line of Through Highway", to the end that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and the remaining property across those lines which are so marked on the hereinbefore designated plats; and

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

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

TO HAVE AND TO HOLD the easements, land and premises, hereinbefore described, to the extent of the "Grantors" right, title and interest thereto, unto Baltimore County.

TOGETHER with the roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT, HOWEVER, to each and every reservation, restriction, condition, covenant and control set forth on the aforementioned State Roads Commission Plats and in this instrument of writing.

AND THE GRANTEE HEREIN, by the acceptance of this deed, does hereby covenant and agree, on behalf of itself, its successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing, it being the intention hereof to perpetuate all of rights and privileges retained by the "Grantors" herein by this deed. It is expressly understood and agreed that these covenants

shall run with and bind the property hereby conveyed and shall be binding upon the "GRANTEE", its successors and assigns, forever.

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto;

WITNESS:

Eleanor S. Hughes

MARYLAND TRANSPORTATION AUTHORITY of the DEPARTMENT OF TRANSPORTATION

By: _____ (SEAL)
Chairman

Approved as to Form and Legal Sufficiency

_____
Special Attorney

_____ (SEAL)
Governor of Maryland

Concurred in by:

_____ (SEAL)
Comptroller of Maryland

_____
Administrator,
Toll Facilities Administration

_____ (SEAL)
Treasurer of Maryland

WITNESS:

Edward L. Middleton
Secretary

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY, that on this 21st day of December, in the year 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Hermann K. Intemann

Chairman, Maryland Transportation Authority and acknowledged the foregoing deed to be the act of the Maryland Transportation Authority 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 July 1, 1978

LIBER 5878 PAGE 507

STATE OF MARYLAND, Anne Arundel BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7th day of April, in the year 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BLAIR LEE, III, Acting Governor of Maryland, LOUIS L. GOLDSTEIN, Comptroller of Maryland, and WILLIAM S. JAMES, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, and acknowledged the foregoing Deed and Agreement to be the act of the said Board of Public Works of Maryland.

AS WITNESS my Hand and Notarial Seal.

Ruth G. Snyder
Notary Public

Approved as to form:
Jack R. Stringfellow
Assistant County Solicitor 4/14/78

Approved as to legal sufficiency:
Jack R. Stringfellow
Assistant County Solicitor 4/21/78

APPROVED and ACCEPTED this 18th day of April, 1978.

BY
Theodore G. Venetoulis
County Executive

ATTEST:
Helen B. Kennedy

Rec'd for record APR 27 1978 at 10 02 A M
Per Elmer H. Kahline, Jr., Clerk
Mail to
Receipt No.

(x) SHORT RELEASE ( ) SHORT ASSIGNMENT LIBER 5878 PAGE 508

MORTGAGE OR DEED OF TRUST FROM:

Benjamin F. Perry, Jr. & Shirley W., his wife
mortgagor(s)

TO: Saint Casimirs Savings and Loan Association
mortgagee(s) or Trustee(s)

LIBER E.H.K.Jr. NO. 5507 FOLIO 631

MAIL TO: John M. Balder, Attorney
707 North Calvert Street
Baltimore, Maryland 21202

DO NOT WRITE IN THIS SPACE

RECEIVED & RECORDED IN CIRCUIT COURT FOR BALTO. CO. RECORDS
'78 APR 27 A 10:21
LIBER FOLIO
ELMER H. KAHLINE JR. CLERK

FOR VALUE RECEIVED, SAINT CASIMIRS SAVINGS AND LOAN ASSOCIATION, INCORPORATED, hereby releases the within mortgage.

WITNESS the corporate seal of said Releasor, and the signature of Edward J. Jasion its President, this 21st day of March, 1978.

TEST:

James L. Pitts

SAINT CASIMIRS SAVINGS AND LOAN ASSOCIATION, INCORPORATED

BY: Edward J. Jasion Sr.
President

R 350—5M—10-77.

509

LIBER 5878 PAGE 509

(✓) SHORT RELEASE ( ) SHORT ASSIGNMENT

MORTGAGE OR DEED OF TRUST FROM:

Odell C Shaw & Lorell E. wf
mortgagor(s)

TO: Gary Russell Jr
mortgagee(s) or Trustee(s)

LIBER EHK Jr NO. 5626 FOLIO 680

MAIL TO:

Avco Services
304 Reisterstown Rd
Balto Md 21208

DO NOT WRITE IN THIS SPACE

RECORDED
CIRCUIT COURT FOR
BALTO. CO
'78 APR 27 AM 10:10
LIBER 5878
FOLIO 509
ELMER H. KAMINSKI, JR.
CLERK

For value recieved from Odell Calvin Shaw and Lorell E Shaw to AVCO Financial Services of Glen Burnie Inc. I hereby release said deed of Trust.

Lyle J Pepp (subsitute trustee for Gary Russell) 4/24/78
date

SHORT RELEASE of MORTGAGE ✓ | | | of Glen Burnie Inc. | | | Trustee. | day | A.D. 19 | recorded in | one of | | Clerk.

6M,-10-77.

LIBER 5878 PAGE 510

(✓) SHORT RELEASE ( ) SHORT ASSIGNMENT

MORTGAGE OR DEED OF TRUST FROM:

Larry I. Swearman & Mary L. Swearman
mortgagor(s)

TO: Gary Russell Jr
mortgagee(s) or Trustee(s)

LIBER EHK Jr NO. 5662 FOLIO 384

MAIL TO:

Avco Services
304 Reisterstown Rd
Balto Md 21208

DO NOT WRITE IN THIS SPACE

00 ***** 5.00 RC 2632392 27-78
00 ***** 5.00 RC 2632392 27-78

RECORDED
CIRCUIT COURT FOR
BALTO. CO
'78 APR 27 AM 10 10

LIBER 5878
FOLIO 510

For value recieved for Larry I Swearman and Mary L Swearman to AVCO Financial Services of Glen Burnie Inc. I hereby release said Deed of Trust.

Lyle J Peck (subsitute trustee for Gary Russell) 4/26/78
date

Deed of Trust

MARYLAND

Larry I. Swearman

Mary L. Swearman

TO
AVCO Financial Services of Glen Burnie, Inc.
304 Reisterstown Road Baltimore, Md. 21208

Gary Russell

Trustee.

Received for Record on the ____ day of ____, A.D. 19____, at ____ o'clock ____ M., and recorded in Liber No. ____ Folio ____, one of the Land Records of ____ County, State of Maryland.

RECORDED
CIRCUIT COURT FOR
BALTO. CO

'78 AUG-8 PM 12:22

Clerk

LIBER 5662
FOLIO 384
ELMER H KARLINE JR
CLERK

R 350—5M—10-77.

LIBER 5878 PAGE 511

(✓) SHORT RELEASE ( ) SHORT ASSIGNMENT

MORTGAGE OR DEED OF TRUST FROM:

Robert W. Funk Jr. Jeanne P. Funk
mortgagor(s)

TO: Gary Russell Jr.
mortgagee(s) or Trustee(s)

LIBER EHLR NO. 5713 FOLIO 311

MAIL TO:

Avco Services
304 Reisterstown Rd
Balto Md 21208

DO NOT WRITE IN THIS SPACE

RECORDED IN THE LAND RECORDS OF THE CIRCUIT COURT FOR BALTO. CO.

'78 APR 27 AM 10:10

LIBER 5878 FOLIO 511 ELMER H. KAMINSKI, CLERK

For Value recieved from Robert W Funk and Jean P Funk to AVCO Financial Services.
I herby release said Deed of Trust.

Lyle J Fesh 4/26/78
Lyle J Fesh, subsitute trustee for Gary Russell (date)

311 14'

300007 Deed of Trust

71000-7570 MARYLAND

Robert W. Funk, Jr.

Jeanne P. Funk

TO

AVCO Financial Services
304 Reisterstown Rd.
Baltimore, Md. 21208
Ben H. Colvard III

Gary Russell
Trustee.

Received for Record on the ..... day of ..... A.D. 19..... at ..... o'clock ..... M., and recorded in Liber No. ..... Folio ..... one of the Land Records of ..... CIRCUIT COURT FOR ..... County, State of Maryland. CC.

77 JAN -4 P. 3:15 Clerk.

LIBER 5713 FOLIO 311 ELMER H. KAMINSKI, JR.

044-340

R 310--5M--10-77.

LIBER 5878 PAGE 512

(✓) SHORT RELEASE ( ) SHORT ASSIGNMENT

MORTGAGE OR DEED OF TRUST FROM:

Plummer Holley Jr et al
mortgagor(s)

TO: H. Z. McCord Jr. et al
mortgagee(s) or Trustee(s)

LIBER EHF Jr NO. 5502 FOLIO 192

MAIL TO:

Avco Services
304 Reisterstown Rd
Balto Md 21208

DO NOT WRITE IN THIS SPACE

009****** 20.00 04-12-78
009****** 20.00 04-27-78

RECORDED
CIRCUIT COURT FOR
BALTO. CO.

'78 APR 27 AM 10:10

LIBER 5878
FOLIO 512

r value received rom Plummer & Martha Lee Holley to AVCO Financial Services of Glen
nie . I herby release said deed of Trust.

4/29/78

le J Pech (subsitute trustee for H. Z Mc Cord & Leroy Handworger) date

NOTARY
ROSUNO

Deed of Trust

MARYLAND

Plummer Holley Jr

Martha Lee Holley

TO

Avco Financial Services

6421 Frederick Road

Mr. H. Z. McCord & Mrs. Leroy Handerwerger
Trustee.

Received for Record on the _____ day
of _____, A.D. 19____,
at _____ o'clock _____ M., and recorded in
Liber No. _____ Folio _____, one of
the Land Records for _____
County, State of Maryland.

RECORDED
CIRCUIT COURT FOR
BALTO. CO.

19 JAN -8 AM 10:00 Clerk.

LIBER 5502
FOLIO 192

R 350—5M—10-77.

513

LIBER 5878 PAGE 513

(✓) SHORT RELEASE ( ) SHORT ASSIGNMENT

MORTGAGE OR DEED OF TRUST FROM:

Gerald T. Lynott Sr & Roxanne
mortgagor(s)

TO: Gary Russell Jr
mortgagee(s) or Trustee(s)

LIBER EHK Jr NO. 5713 FOLIO 309

MAIL TO:

Avco Financial
304 Reisterstown Rd
Balto Md 21208

DO NOT WRITE IN THIS SPACE

RECORDED
CLERK - COURT FOR
BALTO. CO
'78 APR 27 A 10:11

LIBER 5878 FOLIO 513

For value received from Gerald T Lynott and L Roxane Lynott to AVCO Financial Services of Glen Burnie Inc. I hereby release said deed of Trust.

Lyle J Pech (subsitute trustee for Gary Russell) 4/24/78
date

Deed of Trust

MARYLAND

Gerald T Lynott, Sr.

L. Roxane Lynott

TO

AVCO Financial Services of Glen Burnie Inc
304 Reisterstown Rd
Baltimore, Md 21208

Gary Russell

Trustee.

Received for Record on the ..... day of ....., A.D. 19....., at ..... o'clock ..... M. and recorded in Liber No. ..... Folio ..... one of the Land Records of ..... County, State of Maryland.

CIRCUIT COURT FOR

77 JUN -4 A. 9:15

Clerk.

LIBER 5713
FOLIO 309
ELMER H KAHLER, JR.
CLERK.

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3-155S

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER
FRIDAY, MARCH 17, 1978
***

Administrator Caltrider executed the following confirmatory deed dated March 17, 1978, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Rix A. Dieffenbach and Elizabeth J., wife	0.081± acres of land located in front of the Diffenbach property in Baltimore Co., former Old Roadbed Boyce Ave., Item #38077, Contract B-678-001-420	Request of Grantee showing the area by metes and bounds description. (Former deed dated 4/15/59)

NOT PART OF ANY SYSTEM

COPY: Mr. N. B. Friese
Mr. H. G. Downs
Mr. C. W. Reese
Mr. M. W. Bogdan
Mr. E. J. Trexler
Bd. of Public Works of Maryland
Secretary's File #32154
Contract B-678-001-420
Mr. T. W. Beaulieu

4010

* Outer Harbor Crossing Bridge (MD 695) named "Francis Scott Key Bridge"

Toll Authority Resolution Naming Francis Scott Key Bridge 6-21-76

MINUTES OF MARYLAND TRANSPORTATION AUTHORITY
JUNE 21, 1976
DEPARTMENT OF TRANSPORTATION OFFICES
BALTIMORE-WASHINGTON INTERNATIONAL AIRPORT

AUTHORITY MEMBERS PRESENT: Harry R. Hughes, Chairman
Joseph B. Browne
Herman L. Gruehn
Daniel F. McMullen, III
L. Mercer Smith
William B. Wheeler

AUTHORITY MEMBERS ABSENT: Ross B. Diffenderffer

OTHERS IN ATTENDANCE: E. Donald Reilly, Executive Secretary
J. Michael McWilliams, Counsel
Fredric J. Barron
Robert Bomboy, News-American
Barry Rascovar, The Morning Sun

The meeting was called to order by the Chairman at 10:00 a.m.

On motion by Mr. Smith, seconded by Mr. McMullen, the corrected minutes of the meeting held May 25, 1976 were unanimously approved.

As the first order of business, Mr. Reilly presented to the Authority a list of several organizations within the State that had requested the Outer Harbor Crossing Bridge be named the Francis Scott Key Bridge. Since history indicates that the British ship on which Francis Scott Key was detained when he wrote the Star Spangled Banner during the shelling of Fort McHenry was anchored in close proximity to the Outer Harbor Crossing Bridge, the Chairman advised that he also recommended naming the bridge in honor of Francis Scott Key. On motion by Mr. Gruehn, seconded by Mr. Smith, the following Resolution was adopted by the Authority, the Chairman concurring:

MARYLAND TRANSPORTATION AUTHORITY

RESOLUTION 1976 - 1

WHEREAS, traffic conditions at the Baltimore Harbor Tunnel have developed to a point that relief of the condition is essential, and;

WHEREAS, the Maryland Transportation Authority is having constructed a bridge over the Patapsco River, now known as the Baltimore Harbor Outer Crossing, to relieve this condition, and;

* Outer Harbor Crossing Bridge (MD 695) named "Francis Scott Key Bridge"

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RESOLUTION 1976 - 1

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WHEREAS, the Maryland Transportation Authority is having constructed a bridge over the Patapsco River, now known as the Baltimore Harbor Outer Crossing, to relieve this condition, and;

WHEREAS, history indicates that this bridge is in close proximity to the position where Francis Scott Key wrote the Star Spangled Banner while being detained on an English ship anchored in the harbor during the bombardment of Fort McHenry, and;

WHEREAS, requests have been received from Governmental bodies, patriotic organizations, historical organizations and individuals that said bridge be named in honor of the author of the Star Spangled Banner.

NOW THEREFORE BE IT RESOLVED by the Maryland Transportation Authority that the bridge spanning the Patapsco River, being the Baltimore Harbor Outer Crossing, be named the Francis Scott Key Bridge.

As the next order of business, Mr. McWilliams requested that the Chairman be authorized to enter into a contract with Jacobs Associates of San Francisco, California, to assist as an expert witness in the arbitration proceedings presently underway involving Balf-Savin-Whaling City and the Maryland Transportation Authority in regards to claims entered by the contractor relative to the construction of the substructure of the Outer Harbor Crossing. Under the terms of the agreement, Jacobs Associates would evaluate aspects of the contractor's claim and present testimony at the arbitration hearings. For these services, the Consultant is to be reimbursed in an amount not to exceed $24,000. Upon motion by Mr. Wheeler, seconded by Mr. McMullen, the Authority unanimously authorized the execution by the Chairman of an agreement with Jacobs Associates to provide evaluation of the claim instituted against the Authority by Balf-Savin-Whaling City, contractor for the substructure of the Baltimore Harbor Outer Crossing and to present professional testimony at the arbitration hearings. For these services, the Consultant is to be reimbursed not to exceed $24,000. The motion was passed unanimously, the Chairman concurring.

Counsel then advised the Authority that the Williams Construction Company had filed a Demand for Arbitration relative to their claim filed with the State Roads Commission in 1962 alleging a change in conditions encountered during the construction of the John F. Kennedy Memorial Highway. This claim has evolved from three claims filed in 1964-65 in the aggregate amount of $793,845.65., and is now claimed by the contractor to be $3,200,000.

As the next order of business, Mr. Reilly presented to the Authority a proposed agreement by and between the Maryland Transportation Authority and the consultant engineering firm of

Bolt, Beranek and Newman, Inc. of Cambridge, Massachusetts. Under the terms of the proposed agreement, the consultant would perform in-depth studies of existing noise levels being experienced by the residents of the homes in the Highlandtown area that are contiguous to the Harbor Tunnel Thruway. In addition thereto the consultant will determine means by which the existing noise levels generated by traffic utilizing the Harbor Tunnel Thruway could be reduced to a level conforming with presently established standards of tolerability. For these services the consultant will be paid a lump sum in the amount of $13,128. Mr. Gruehn moved that the Authority enter into an agreement with Bolt, Beranek and Newman, Inc. whereby the consultant would determine the feasibility of erecting sound attenuation barriers within the right-of-way of the Baltimore Harbor Tunnel between Eastern Avenue and Hudson Street and recommend the type of barrier that could effectively reduce the existing noise levels presently being experienced by the residents in the immediate proximity of the Harbor Tunnel Thruway. The decision whether to construct these sound barriers will be placed on the agenda for a future meeting after all aspects in connection therewith have been thoroughly reviewed by the staff and presented to the Authority for action. The motion was seconded by Mr. Smith and passed unanimously, the Chairman concurring.

The next item for consideration was the award of a contract for the construction of the Maintenance Building at the Baltimore Harbor Outer Crossing. Fifteen bids were received on June 17, 1976 in response to the solicitation of the Department of General Services on behalf of the Maryland Transportation Authority. The low bid in the amount of $887,377 was tendered by John and Albert Company of Baltimore, Maryland. This bid was 26% below the estimate prepared by the Department of General Services. Upon recommendation of Mr. Reilly, Mr. Wheeler moved that the Authority approve the award of the contract for the construction of the Maintenance Building to be located at the Outer Harbor Crossing to the John and Albert Company of Baltimore, Maryland, at their low bid of $887,377. The motion was seconded by Mr. McMullen, unanimously passed, the Chairman concurring.

Mr. Reilly reported to the Authority that 383 questionnaires were distributed to users of the Automatic Vehicle Identification system recently installed at the Susquehanna River Bridge. The responses received were overwhelmingly in favor of the installation. Based on the results of this survey, Mr. Reilly requested approval to terminate the restricted test period of this installation and move directly into full use of the Automatic Vehicle Identification system by resident commuters. Upon motion by Mr. Smith, seconded by Mr. McMullen, the Authority approved the termination of the Automatic Vehicle Identification test period effective July 1, 1976. The motion was approved unanimously, the Chairman concurring.

At this point, it was necessary for Chairman Hughes to leave the meeting. Mr. Gruehn assumed the Chair pro tem.

The proposed budget for Bridges and Tunnel for fiscal year 1977 was distributed to the Authority members. Mr. Reilly made a brief presentation of the items comprising the budget which was followed by a general discussion. Mr. Gruehn requested a detailed breakdown on the cost of the police activities at all of the facilities and a schedule indicating the comparison of toll revenue estimates as originally conceived for '76 and as currently projected and an estimation of toll revenues for 1977. It was proposed that the budget be acted upon at the next Authority meeting.

Mr. Reilly gave a brief explanation to the Authority members of the inspection presently being performed on the anchor piers of the original Bay Bridge. The Authority members were assured that the original Bay Bridge is structurally sound.

The next meeting of the Authority is scheduled for Tuesday, July 6, 1976 at 10:00 a.m.

There being no further business, the meeting was adjourned.

Harry R. Hughes
Secretary

Baltimore County
Now Co. 6170

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

June 1, 1976

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated June 1, 1976, between the State Highway Administration and Baltimore County, Maryland, relative to the transfer by the Highway Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of road, subject to conditions more fully set forth in the agreement:

Md. 466 (Sutton Ave.) - From road end 0.07 mile southeast of South St., thence northwesterly to road end 0.18 mile north of River Rd. for a distance of 0.39 ± mile.

Said agreement has previously been executed by the County Executive for Baltimore County, Maryland, and approved as to form and legal sufficiency by Administrative Special Attorney, James S. Sfekas.

Copies: N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. J. Hajzyk
C. W. Reese
C. E. Caltrider
T. Hicks
H. J. Pistel
R. C. Pazourek
E. S. Freedman
W. F. Lins, Jr.
E. J. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
E. K. Roche
J. T. Neukam
R. C. Davison
Baltimore County
Secretary's File
SHA - Baltimore County File

January 22, 1976

MEMORANDUM

To: Mr. Harry J. Pistel, Jr.
District Engineer - Brooklandville

From: Carroll T. Richardson, Chief
Bureau Right of Way Administration
Office of Real Estate

Subject: Contract B 379-1-411
Maryland Route 151 --
Sparrows Point to Wise Avenue
Bethlehem Steel Corporation
Item Nos. 4661 and 4662

Reference is made to a recent inquiry from Mr. John Meyers in connection with the exchange of deeds between the State Highway Administration and Bethlehem Steel Corporation for a certain portion of roadway along Maryland Route 151.

As you know, you and Bethlehem Steel officials determined at what point along Maryland Route 151 the State Highway maintenance would cease and the Bethlehem Steel Company's maintenance would begin. To that end, deeds have been exchanged and the deed from Bethlehem Steel to the State Highway Administration has been recorded in the Land Records of Baltimore County - Liber 5574, folio 0717. The deed from the State Highway Administration to the Bethlehem Steel was recorded in the Land Records of Baltimore County - Liber 5571, folio 829.

As mentioned in my letter of January 8, 1976 to Mr. Hagwood of Bethlehem Steel, a copy of which you received, upon the conveyance of the school property to Bethlehem Steel, the way is paved for the checkpoint station to be constructed.

This information is being forwarded to you to bring you up-to-date on the transaction between the State Highway Administration and Bethlehem Steel.

ORIGINAL SIGNED BY
CARROLL T. RICHARDSON
C. T. Richardson

CTR:ea

cc: Mr. Calvin W. Reese
Mr. Thomas Cloonan
Mr. Charles Lee
Mr. John Meyers
Mr. J. Francis Curran
Mr. Austin Smith
Mr. Edward Buck

THIS AGREEMENT made this 1st day of June, 1976 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County," party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof, to the governing bodies of the several Counties of Maryland, for the purpose of reducing the cost of road maintenance, and the governing bodies of the several Counties of Maryland are empowered to transfer County roads or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject section of State road to the County Highway System will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration," party of the first part, has agreed to transfer the hereinafter described section of road which heretofore was constructed by the State to the "County," party of the second part, and the "County" has agreed to accept the same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged the "Highway Administration," party of the first part, does hereby transfer, convey and quitclaim unto the "County" and the "County," party of the second part, does hereby accept such transfer from the "Highway Administration" of the following described section of State constructed road as a part of the County Highway System:

Md. 466 (Sutton Ave.) - From road end 0.07 mile southeast of South Street, thence Northwesterly to road end 0.18 mile north of River Rd. for a distance of 0.39 ± mile.

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the conveyance of the aforegoing section of the State Highway is subject to the following conditions:

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

2. The aforegoing mileage will be included in the inventory as of December 1, 1976.

3. The basis for the allocation of funds will include the additional 0.39 ± mile in the allocation to the County beginning July 1, 1977.

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

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: Robert J. Haugh
Director, Office of Planning and Preliminary Engineering

John A. Sitt Jr. 6/1/76

Approved as to form and legal sufficiency this 13th day of May, 1976.

APPROVED:

Administrative Special Attorney

Chief, Bureau of Highway Statistics

BALTIMORE COUNTY, MARYLAND

ATTEST:

Clerk

County Executive 4/20/76

Approved as to form and legal sufficiency
this 19th day of April, 1976.

Assistant County Solicitor

RECOMMENDED FOR APPROVAL:

Director of Public Works


BALTO. CO. CAMPUS
ARBUTUS
HALETHORPE
ARBUTUS MEM. PARK CEMETERY
GAY OAKS PARK
ARBUTUS MANOR PARK
WENNE WOOD
RELAY ELEM. SCH
AVALON
RELAY
ST. DENIS
INDUSTRIAL
BALTIMORE
ANNE ARUNDEL
LAWYERS HILL
ELKRIDGE
PATAPSCO
RIVER
ELK HTS.
ELKRIDGE ELEM. SCH
PATAPSCO
VALLEY
ELLIKOTT CITY
STATE
HOWARD CO.
ANNE ARUNDEL CO.
Transfer To County

Bethlehem Steel Corporation

SPARROWS POINT PLANT
SPARROWS POINT, MD. 21219

January 13, 1976
GS-24-76

Mr. Edward Buck
Traffic Division
State Highway Administration
P.O. Box 717
300 West Preston Street
Baltimore, Maryland 21203

Dear Mr. Buck:

In reply to your letter of January 9, 1976, addressed to Mr. R. R. Jones, General Manager, we have reviewed your request for a change of the name of North Boulevard. We have no objections to a name change; however, would like the name to be changed to Bethlehem Boulevard.

Consideration was given to your request for a short name; however, it was determined that Bethlehem Boulevard is the most appropriate name for this road. Please advise when it is anticipated that your sign changes will occur, so we can coordinate any sign changes which we must make.

Very truly yours,

C. E. Hagwood

C. E. Hagwood, Superintendent
General Services and Plant Protection

ceh/et

January 9, 1976

Mr. R.R. Jones
General Manager
Sparrows Point Plant
Bethlehem Steel Corporation
Sparrows Point, Maryland 21219

Dear Mr. Jones:

Numerous complaints have been received from the traveling public and the Sparrows Point Improvement Association regarding the confusion that exists along MD 151 (North Point Boulevard) where it intersects with North Boulevard.

This intersection is in close proximity to the intersection of North Point Boulevard and Old North Point Road (MD 20). The confusion is caused by the repetition of the word "North" in all three road names which intersect within a quarter mile of each other in the Sparrows Point area.

Preliminary discussion indicates that Baltimore County and Bethlehem Steel Corp. have no objection to changing the name of North Boulevard to another name which would be less confusing.

Final plans are being developed, at this time, to provide permanent signs along MD 695 (outer harbor crossing). If the name is to be changed, it is requested that this office be notified as soon as possible to allow the revised word message to be incorporated into the signing plans prior to advertisement. To minimize costs of changes, it is requested that consideration be given to the use of a short name for the road such as "[illegible] BLVD, SMITH DR., [illegible] AVE," etc. This will allow signs which have already been sized and planned to be utilized with some minor modi-

fication rather than redesigning new signs and structures. This is, of course, not required, and if there is some name which is found to be highly desirable which would require alterations to our proposed sign plans, please notify us as early as possible so that the necessary changes may be made. Please advise this office of your decision regardless of your findings.

Thank you in advance for your cooperation in this matter of mutual concern for traffic safety.

Very truly yours,

Edward Buck

For: Darrell A. Wiles
Regional Traffic Engineer
Traffic Division

DAW:cbm

cc: R.J. Pistel
Chief, Bureau of Traffic Engineering
Baltimore County Department of Traffic Engineering

Deed - Road bed of Former Md 484

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
FRIDAY, FEBRUARY 7, 1975
* * *

Administrator Evans executed the following deeds dated February 7, 1975, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deeds:

Grantee	Conveyance	In Accordance With
Dwight W. Pangborn and Eva Marilyn, wife No Rd. Involved	0.190± acre of land in Baltimore County, being portion of former properties of Jens Mikkelsen, Item 45880, Leroy H. Grubert, Item 46012, Harry Goldberg, Item 46072, Contract B-635-007-420	Approved sale of excess land at bid of $2,811; initial deposit of $400 as requested by bid form on file in Secretary's office to be deposited with Cashier after BPW approval
Ada B. Gray and Lowell Vernon Gray ~~No Rd Involved~~	0.04 and 0.07± acre of land in Charles County, being part of the bed of the road of former Md. 484 former property of Raphael W. Burch, Item 10358, Contract Ch-206-001-550	Approved sale of excess land at bid of $100; full purchase price on file in Secretary's office to be deposited with Cashier after BPW approval

Administrator Evans executed deed dated February 7, 1975, previously approved as to form and legal sufficiency by Special Attorney Baer, by which the Administration, subject to approval by the Board of Public Works of Maryland, conveys to the Bethlehem Steel Corporation, all of the right, title, and interest of the SHA and the State of Md. in and to all of the rights of way, easements, rights and control of access shown on SHA Plats #3417, 3418, 3419 and 44821, covering an area southwesterly from Station 46+00 on Md. 151 in Baltimore County, as more fully described in the Quitclaim Deed of Contract B-379-1-411, Bethlehem Steel Corporation, Item 4661; Dundalk Company, Item 4662.

0.92 miles

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. C. W. Reese
Mr. H. B. Felter
Mr. R. S. Bennett
Mr. R. C. Pazourek
Mr. T. L. Cloonan
Mr. D. H. Fisher
Mr. H. J. Pistel
Mr. A. L. Gardner
Mr. A. M. Schwalier
Mr. R. E. Guest
Bd. of Public Works of Md.
Secretary's file (3)
Contract file (3)

Secretary's File
No. 55404

STANDARD DEED FROM STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION & BOARD OF PUBLIC WORKS OF MARYLAND

FORM SHA-63.0-26D (Rev. 5-10-73) (1) Office of Real Estate
STANDARD DEED Item No.

THIS QUITCLAIM DEED, made this 7th day of FEBRUARY in the year 19 75. . . . by and between the STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and, The BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part, hereinafter sometimes called the "GRANTORS"; and,

Bethlehem Steel Corporation

hereinafter sometimes called the "GRANTEE".

WHEREAS, the State Highway Administration of the Department of Transportation, acting for and on behalf of the State of Maryland, has heretofore acquired certain rights of way and easements, situate, lying and being in Baltimore County, State of Maryland; and,

WHEREAS, the said "Grantor" has prepared, or caused to be prepared, Right of Way Plats designated as State Highway Administration's Plats numbered 3417, 3418, 3419 and 44821 in connection with Project B 379-1-1411 designated "Sparrows Point to Wise Avenue", which Plats have been recorded among the Land Records of the aforesaid County in the appropriate Plat Book; and,

WHEREAS, the said Plats show the right of way, easements, right and controls of access which have heretofore been retained by the State; and,

WHEREAS, the State Highway Administration has agreed, for good and valuable considerations, to convey unto the "GRANTEE" herein, the aforementioned rights of way, easements, rights and controls of access described hereinabove which the "Grantor" has determined is no longer needed by it in connection with the construction, operation, maintenance, use and protection of the State Highway System; and,

WHEREAS, under the provisions of Section 6, Article 89B of the Public General Laws of the State of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any property rights by the State Highway Administration of the Department of Transportation.

NOW, THEREFORE, THIS DEED WITNESSETH: -- That for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and quit claim unto

The Bethlehem Steel Corporation

all of the right, title and interest of the State Highway Administration and the State of

Recorded 10/14/75
Liber 5544 Folio 717

Secretary's
No. 55404

Maryland, in and to all of the rights of way, easements, rights and controls of access as shown in the aforementioned Plats numbered 3417, 3418, 3419 and 44821 attached hereto and made a part hereof, all situate, lying and being in Baltimore County, Maryland.

TO HAVE AND TO HOLD the rights of way, easements, rights and controls of access hereinbefore described and mentioned, to the extent of the State's right, title and interest therein, unto the Bethlehem Steel Corporation, its successors and assigns.

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto:

WITNESS:--

STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION

By: Bernard M. Evans (SEAL)
State Highway Administrator

Approved as to Form and Legal Sufficiency

Eli Baer
Special Attorney

Marvin Mandel (SEAL)
Governor of Maryland

Concurred in by:

Louis L. Goldstein (SEAL)
Comptroller of Maryland

Calvin W. Reese
Director, Office of Real Estate

William S. Jones (SEAL)
Treasurer of Maryland

WITNESS:--

Gordon Kunkel, Jr. (Sgd.)
Secretary

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 7th day of February in the year 1975 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

Bernard M. Evans

State Highway Administrator and acknowledged the foregoing deed to be the act of the State Highway Administration 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.

Frank L. Rankowski

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this . . . . 21st . . . . . day of . . . . February . . . . . in the year . . 1975 . . before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Marvin Mandel Governor of Maryland

Louis L. Goldstein Comptroller of Maryland

William S. Jones Treasurer of Maryland

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

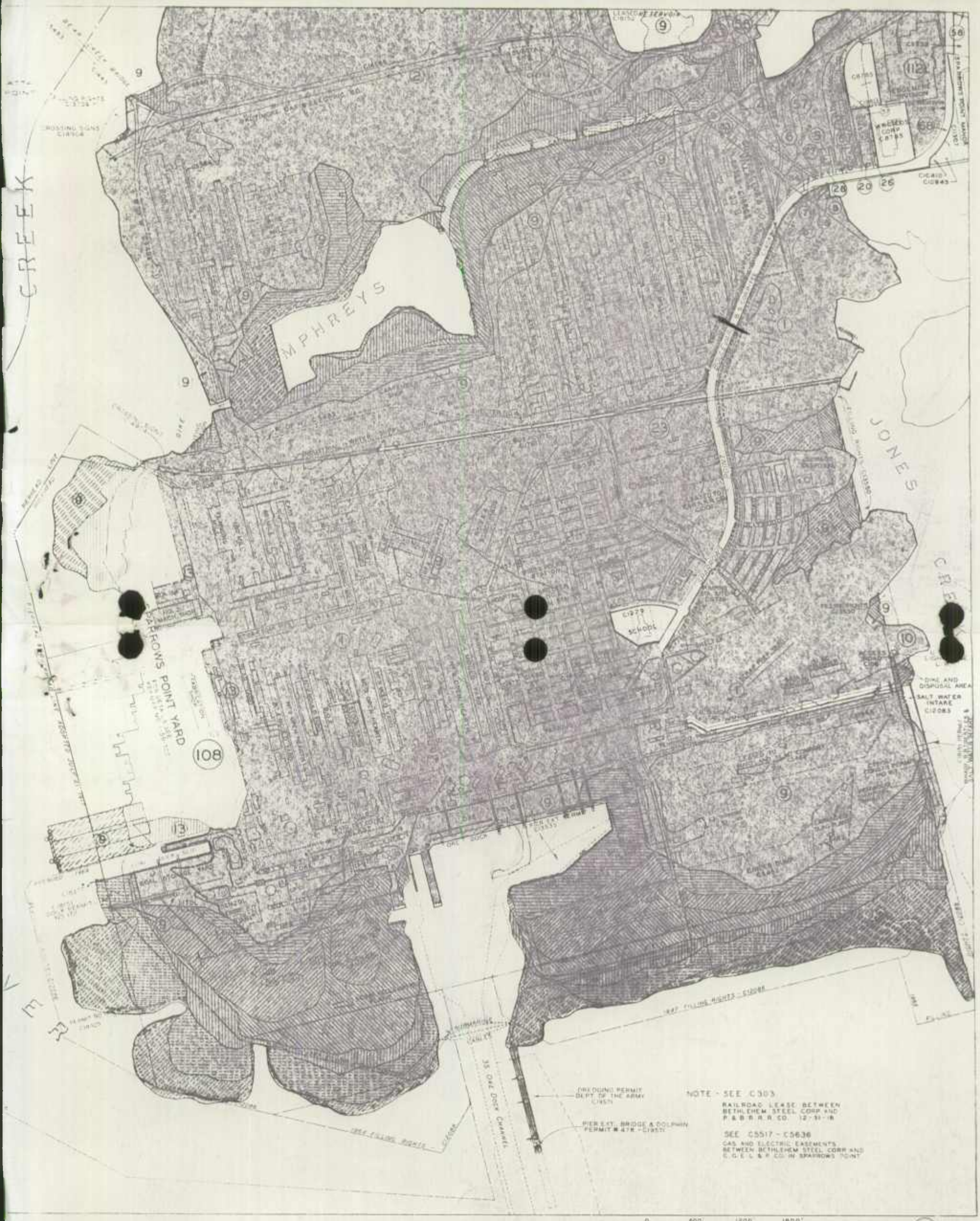
NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL.

. . . . . Barbara Rudnick Lipsitz . . . .
Notary Public

Seal

My Commission expires . . July 1, 1976 . . . .



4

SPARROWS POINT PLANT

0 600' 1200' 1800'
SCALE IN FEET

1 - 5 - 500 - (3)

REVISED 12 - 7 - 71

Baltimore County

Maryland Department of Transportation

State Highway Administration

Harry R. Hughes
Secretary

Bernard M. Evans
Administrator

District 4 Office
2323 West Joppa Road
Brooklandville, Maryland 21022

July 15, 1975

Re: Road Transfer Agreement

Mr. Albert B. Kaltenbach, Director
Department of Public Works
County Office Building
Towson, Maryland 21204

Dear Mr. Kaltenbach:

Enclosed is Baltimore County's copy of a road transfer agreement conveying a number of sections of state maintained highways, in the Middle River area, to Baltimore County.

Since the resurfacing of these highways has been completed, in accordance with this agreement, the maintenance of these short highways is now turned over to Baltimore County.

Very truly yours,

Original Signed By
H. J. PISTEL

H. J. Pistel
Highway District Engineer

HJP:ke

cc: Mr. H. G. Downs (att)
Mr. L. E. McCarl "
Mr. R. J. Hajzyk "
Mr. T. L. Cloonan "
Mr. C. E. Caltrider (att)
Mr. A. E. Ault (att)
Mr. H. A. Saunders (att)

Encs.

MEMORANDUM OF ACTION OF DIRECTOR, ROGERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

June 6, 1975

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreements dated May 8, 1975, between the State Highway Administration and Baltimore County, Maryland relative to the transfer by the Highway Administration to the County for maintenance purposes as part of the County Highway System, of the following described sections of roads, subject to conditions more fully set forth in the agreements.

Md. 493 (Orems Rd.) - From Md. 700B southwesterly to a point southwest of Md. 599B (Old Orems Rd.) a distance of 0.22± mile.
Co 4553

Md. 599 (Baker Ave.) - From Md. 601 (Harrison Blvd.) to Md. 700 (Martins Blvd.) a distance of 0.13± mile.
Co 6102

Md. 599A (Middle River Rd.) - From Md. 493 (Orems Rd.) to Md. 599B (Old Orems Rd.) a distance of 0.02± mile.
Co 4465

Md. 599B (Old Orems Rd.) - From Md. 493 (Orems Rd.) easterly to a road end east of Md. 599A (Middle River Rd.) a distance of 0.16± mile.
Co 6103

Md. 600A (Eastern Ave.) - From Md. 601 (Harrison Blvd.)and Md. 600B (Eastern Ave.) to Md. 599 (Baker Ave.) a distance of 0.16± mile.
Co 6104

Md. 600B (Eastern Ave.) - From a point west of Homeland Road to a point east of Md. 601 (Harrison Blvd.) and Md. 600A (Eastern Ave.) a distance of 0.22± mile.
Co 6105

Md. 600C (Eastern Ave.) - From Md. 150 (Eastern Blvd.) to a road end at Back River east of Island Point Rd. a distance of 0.10± mile.
Co 6106

Md. 601 (Harrison Blvd.) - From Md. 150 (Eastern Blvd.) to Md. 599 (Baker Ave.) a distance of 0.16± mile.
Co 6107

Md. 700A (Wampler Rd.) - From the entrance to Martins Blvd. Elementary School to Leland Ave. a distance of 0.20± mile.
Co 4471

Md. 700B (Service Rd.) - From Middle River Road to Riverton Road, a distance of 0.16± mile.
Co6108

Said agreements have previously been executed by the County Executive for Baltimore County, Maryland and approved as to form and legal sufficiency by Administrative Special Attorney, James S. Sfekas.

Copies to:
N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
J. V. Lentz
R. J. Hajzyk
C. W. Reese
E. S. Freedman
D. J. Sinners
C. E. Caltrider
W. F. Lins
T. Hicks
E. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
H. J. Pistel
Baltimore County
Secretary's File
SHA-Baltimore County

TRANS 12-1-75

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

July 9, 1975

Md 644-B } State to
Tom Day Blvd. } County

Now Co-6101

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated July 9, 1975, between the State Highway Administration and Baltimore County, Maryland relative to the transfer by the Highway Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of road, subject to conditions more fully set forth in the agreement.

Md. 644-B (Tom Day Blvd.) - From U.S. 1 (Southwestern Blvd.) to Co. 3059 (Oregon Ave.) for a distance of 0.10± mile.

Said agreement has previously been executed by the County Executive for Baltimore County, Maryland and approved as to form and legal sufficiency by Administrative Special Attorney, James S. Sfekas.

Copies to:
N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
T. Neukam
R. J. Hajzyk
C. W. Reese
E. S. Freedman
D. J. Sinners
C. E. Caltrider
W. F. Lins
T. Hicks
E. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
H. J. Pistel
Baltimore County
Secretary's File
SHA-Baltimore County

THIS AGREEMENT made this 9th day of July 1975, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County," party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof, to the Governing Bodies of the several Counties of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Counties of Maryland are empowered to transfer County roads, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject section of State road to the County Highway System will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration," party of the first part, has agreed to transfer the hereinafter described section of road which heretofore was constructed by the State to the "County," party of the second part, and the "County" has agreed to accept the same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the "Highway Administration," party of the first part, does hereby transfer, convey and quitclaim unto the "County" and the "County," party of the second part, does hereby accept such transfer from the "Highway Administration" of the following described section of State constructed road as a part of the County Highway System:

Md. 644 - B (Tom Day Blvd.) - From U.S. 1 (southwestern Blvd.) to Co. 3059 (Oregon Ave.) a distance of 0.10 mile.

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the conveyance of the aforegoing section of the State Highway is subject to the following conditions:

1. The aforegoing mileage will be included in the County's road inventory as of December 1, of the year following completion of the resurfacing of the roadway with a minimum of one and one-half inch bituminous concrete overlay and replacing the existing macadam shoulders by the "Highway Administration."

2. The basis for the allocation of funds will include the additional 0.10± mile in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.

3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1, hereof.

4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way, and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

STATE HIGHWAY ADMINISTRATION OF MARYLAND

WITNESS:

Cloyd P. Myers

By: Robert J. Bryant
Director, Office of Planning and Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this 9th day of July 1975.

James S. Stokes
Administrative Special Attorney

ATTEST:

Secretary

BALTIMORE COUNTY, MARYLAND

Dennis F. Rasmussen
County Executive 6/6/75

Approved as to form this 3rd day of June, 1975.

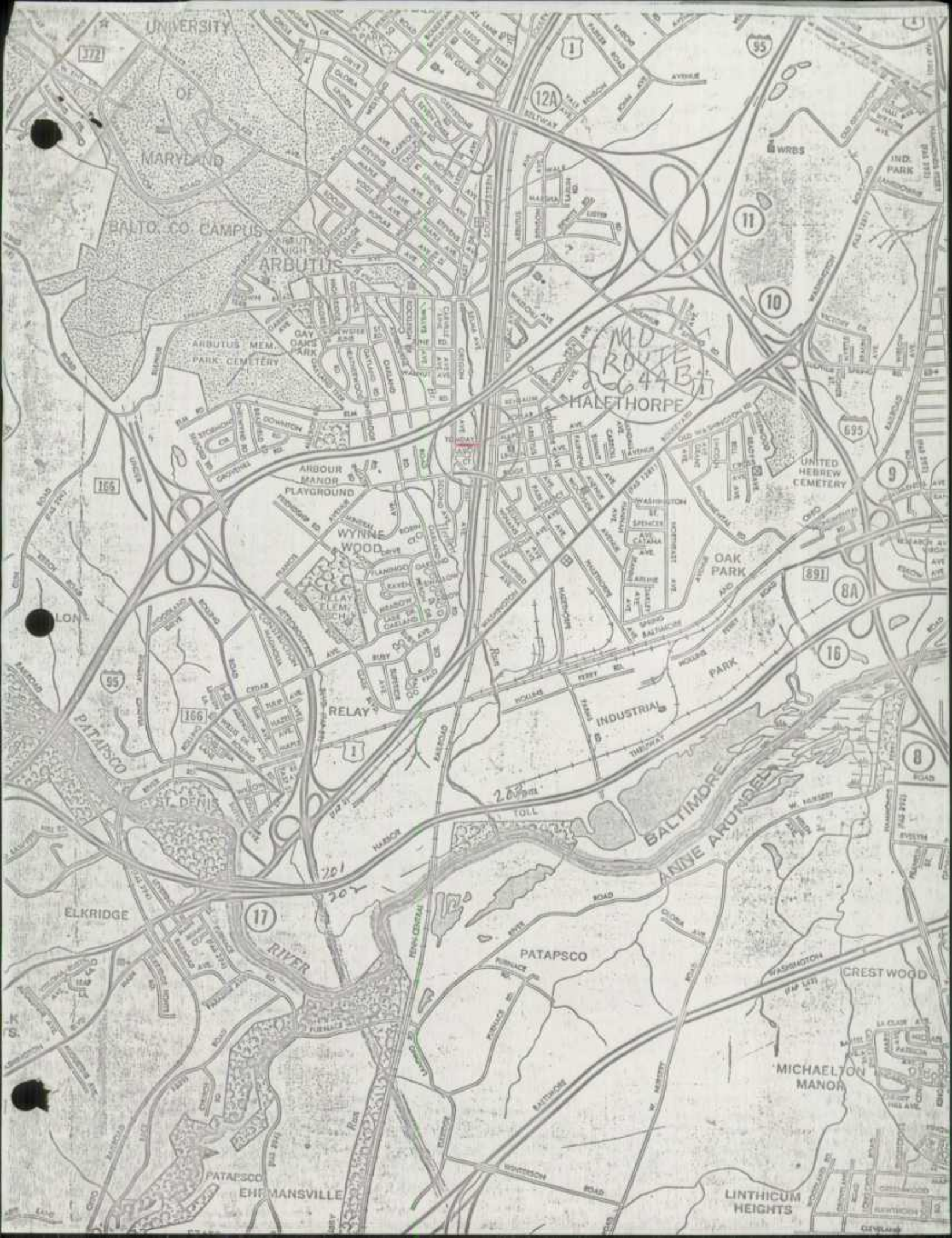
Thomas R. Kane
Assistant County Solicitor

Approved as to legal sufficiency this 10th day of June, 1975.

Thomas R. Kane
Assistant County Solicitor

RECOMMENDED FOR APPROVAL:

Albert B. Kaltenbach
Director of Public Works


UNIVERSITY
OF
MARYLAND
BALTO. CO. CAMPUS
ARBUTUS
ARBUTUS MEM. PARK CEMETERY
GAY OAKS PARK
HALETHORPE
MD ROUTE 644B
ARBOUR MANOR PLAYGROUND
WYNNE WOOD
RELAY ELEM. SCH.
RELAY
INDUSTRIAL
PARK
OAK PARK
UNITED HEBREW CEMETERY
WRBS
IND. PARK
PATAPSCO
ST. DENIS
ELKRIDGE
RIVER
PATAPSCO
BALTIMORE
ANNE ARUNDEL
TOLL
CREST WOOD
MICHAELTON MANOR
PATAPSCO
EHRMANSVILLE
LINTHICUM HEIGHTS
PENN CENTRAL
HARBOR
BELTWAY
THRUWAY
HOLLINS FERRY RD
WASHINGTON BLVD
MONTESSORI ROAD
BALTIMORE
W. NURSERY
372
166
95
1
12A
11
10
695
9
891
8A
16
8
17

Baltimore County

Md 886
(Old Seminary Ave)
State to County

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

July 9, 1975

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated July 9, 1975, between the State Highway Administration and Baltimore County, Maryland relative to the transfer by the Highway Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of road, subject to conditions more fully set forth in the agreement.

Md. 886 (Old Seminary Ave.) - From a road end east of I-83 easterly to Md. 131 for a distance of 0.11± mile.

Said agreement has previously been executed by the County Executive for Baltimore County, Maryland and approved as to form and legal sufficiency by Administrative Special Attorney, James S. Sfekas.

Copies to:

N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
T. Neukam
R. J. Hajzyk
C. W. Reese
E. S. Freedman
D. J. Sinners
C. E. Caltrider
W. F. Lins
T. Hicks
E. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
H. J. Pistel
Baltimore County
Secretary's File
SHA-Baltimore County

THIS AGREEMENT made this 28 day of July, 1975 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County," party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof, to the governing bodies of the several Counties of Maryland, for the purpose of reducing the cost of road maintenance, and the governing bodies of the several Counties of Maryland are empowered to transfer County roads or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject section of State road to the County Highway System will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration," party of the first part, has agreed to transfer the hereinafter described section of road which heretofore was constructed by the State to the "County," party of the second part, and the "County" has agreed to accept the same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged the "Highway Administration," party of the first part, does hereby transfer, convey and quitclaim unto the "County" and the "County," party of the second

part, does hereby accept such transfer from the "Highway Administration" of the following described section of State constructed road as a part of the County Highway System:

> Md. 886 (Old Seminary Ave.) - From a road end, east of I-83 easterly to Md. 131 for a distance of 0.11± miles.

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the conveyance of the aforegoing section of the State Highway is subject to the following conditions:

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

2. The aforegoing mileage will be included in the inventory as of December 1, 1975.

3. The basis for the allocation of funds will include the additional 0.11± miles in the allocation to the County beginning July 1, 1975.

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

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

STATE HIGHWAY ADMINISTRATION OF MARYLAND

WITNESS:

By: _____
Director, Office of Planning and Preliminary Engineering

_____

Approved as to form and legal sufficiency this 9th day of July, 1975.

APPROVED:

_____
Administrative Special Attorney

_____
Chief, Bureau of Highway Statistics

BALTIMORE COUNTY, MARYLAND

ATTEST:

Secretary

County Executive

6/6/75

Approved as to form this 3rd day of June, 1975.

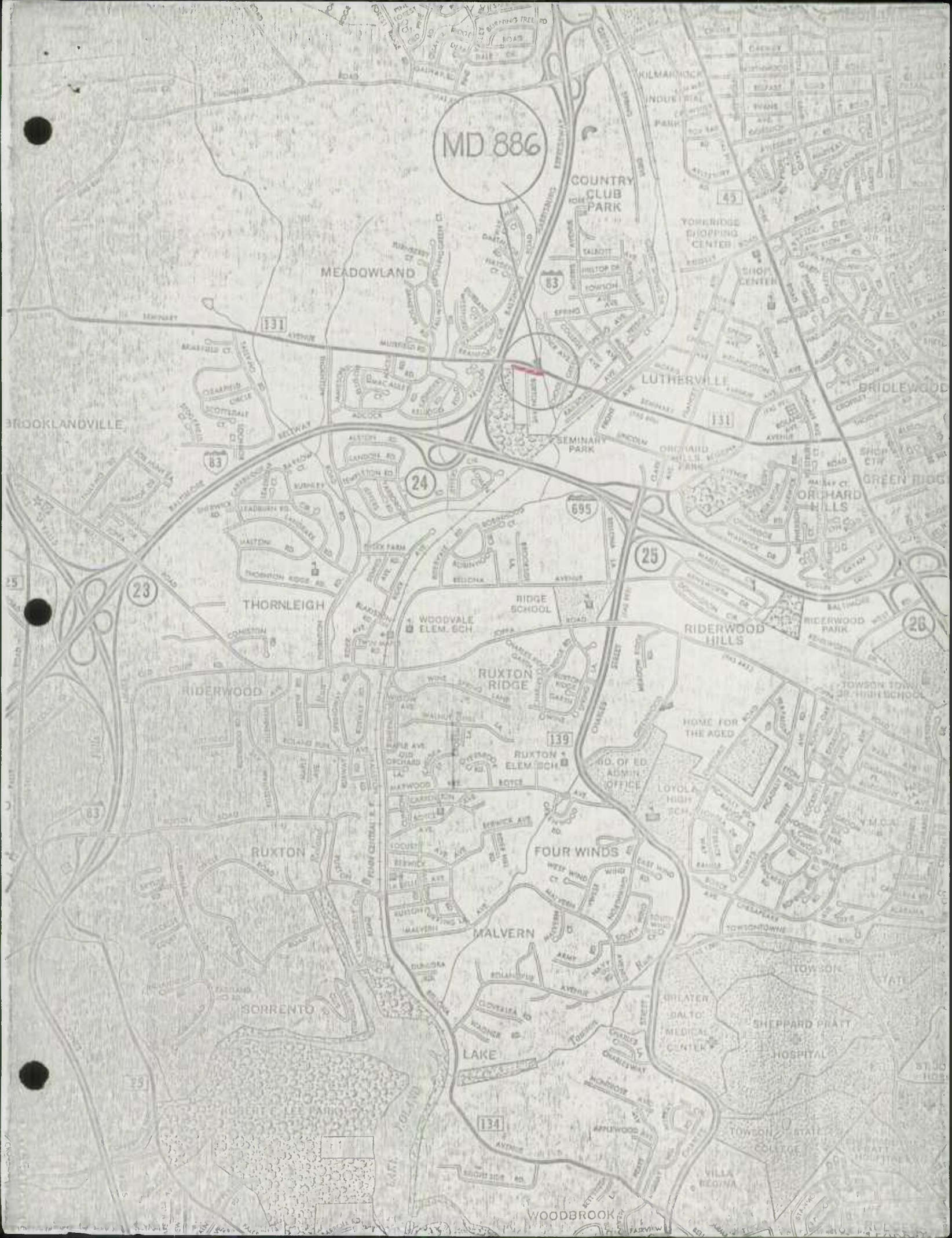
Assistant County Solicitor

Approved as to legal sufficiency this 10th day of June, 1975.

Assistant County Solicitor

RECOMMENDED FOR APPROVAL:

Director of Public Works


MD 886
COUNTRY CLUB PARK
MEADOWLAND
LUTHERVILLE
BROOKLANDVILLE
SEMINARY PARK
ORCHARD HILLS
GREEN RIDGE
THORNLEIGH
WOODVALE ELEM. SCH.
RIDGE SCHOOL
RIDERWOOD HILLS
RIDERWOOD PARK
RUXTON RIDGE
RIDERWOOD
RUXTON ELEM. SCH.
BD. OF ED. ADMIN. OFFICE
LOYOLA HIGH SCH.
HOME FOR THE AGED
FOUR WINDS
RUXTON
MALVERN
SORRENTO
LAKE
TOWSON
SHEPPARD PRATT HOSPITAL
TOWSON STATE COLLEGE
VILLA REGINA
WOODBROOK
ROBERT E. LEE PARK

MEMORANDUM OF ACTION OF DIRECTOR, ROGERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

June 6, 1975

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreements dated May 8, 1975, between the State Highway Administration and Baltimore County, Maryland relative to the transfer by the Highway Administration to the County for maintenance purposes as part of the County Highway System, of the following described sections of roads, subject to conditions more fully set forth in the agreements.

Md. 493 (Orems Rd.) - From Md. 700B southwesterly to a point southwest of Md. 599B (Old Orems Rd.) a distance of 0.22± mile.

Md. 599 (Baker Ave.) - From Md. 601 (Harrison Blvd.) to Md. 700 (Martins Blvd.) a distance of 0.13± mile.

Md. 599A (Middle River Rd.) - From Md. 493 (Orems Rd.) to Md. 599B (Old Orems Rd.) a distance of 0.02± mile.

Md. 599B (Old Orems Rd.) - From Md. 493 (Orems Rd.) easterly to a road end east of Md. 599A (Middle River Rd.) a distance of 0.16± mile.

Md. 600A (Eastern Ave.) - From Md. 601 (Harrison Blvd.)and Md. 600B (Eastern Ave.) to Md. 599 (Baker Ave.) a distance of 0.16± mile.

Md. 600B (Eastern Ave.) - From a point west of Homeland Road to a point east of Md. 601 (Harrison Blvd.) and Md. 600A (Eastern Ave.) a distance of 0.22± mile.

Md. 600C (Eastern Ave.) - FRom Md. 150 (Eastern Blvd.) to a road end at Back River east of Island Point Rd. a distance of 0.10± mile.

Md. 601 (Harrison Blvd.) - From Md. 150 (Eastern Blvd.) to Md. 599 (Baker Ave.) a distance of 0.16± mile.

Md. 700A (Wampler Rd.) - From the entrance to Martins Blvd. Elementary School to Leland Ave. a distance of 0.20± mile.

Md. 700B (Service Rd.) - From Middle River Road to Riverton Road, a distance of 0.16± mile.

Said agreements have previously been executed by the County Executive for Baltimore County, Maryland and approved as to form and legal sufficiency by Administrative Special Attorney, James S. Stekas.

Copies to:

N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
J. V. Lentz
R. J. Hajzyk
C. W. Reese
E. S. Freedman
D. J. Sinners
C. E. Caltrider
W. F. Lins
T. Hicks
E. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
H. J. Pistel
Baltimore County
Secretary's File
SHA-Baltimore County

THIS AGREEMENT made this 8th day of May 1975 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County," party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof, to the Governing Bodies of the several Counties of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Counties of Maryland are empowered to transfer County roads, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject sections of State roads to the County Highway System will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration," party of the first part, has agreed to transfer the hereinafter described sections of roads which heretofore were constructed by the State to the "County," party of the second part, and the "County" has agreed to accept the same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the

"Highway Administration," party of the first part, does hereby transfer convey and quit claim unto the "County" and the "County," party of the second part, does hereby accept such transfer from the "Highway Administration" of the following described sections of State constructed roads as a part of the County Highway System:

Md. 493 (Orems Rd.) - From Md. 700B southwesterly to a point southwest of Md. 599B (Old Orems Rd.), a distance of 0.22 Mile ±.

Md. 599 (Baker Ave.) - From Md. 601 (Harrison Blvd.) to Md. 700 (Martins Blvd.), a distance of 0.13 mile ±.

Md. 599A (Middle River Rd.) - From Md. 493 (Orems Rd.) to Md. 599B (Old Orems Rd.), a distance of 0.02 mile ±.

Md. 599B (Old Orems Rd.) - From Md. 493 (Orems Rd.) easterly to a road end east of Md. 599A (Middle River Rd.), a distance of 0.16 mile ±.

Md. 600A (Eastern Ave.) - From Md. 601 (Harrison Blvd.) and Md. 600B (Eastern Ave.) to Md. 599 (Baker Ave.), a distance of 0.16 mile ±.

Md. 600B (Eastern Ave.) - From a point west of Homeland Rd. to a point east of Md. 601 (Harrison Blvd.) and Md. 600A (Eastern Ave.) a distance of 0.22 mile ±.

Md. 600C (Eastern Ave.) - From Md. 150 (Eastern Blvd.) to a road end at Back River east of Island Point Rd., a distance of 0.10 mile ±.

Md. 601 (Harrison Blvd.) - From Md. 150 (Eastern Blvd.) to Md. 599 (Baker Ave.), a distance of 0.16 mile ±.

Md. 700A (Wampler Rd.) - From the entrance to Martins Blvd. Elementary School to Leland Ave., a distance of 0.20 mile ±.

Md. 700B (Service Rd.) - From Middle River Rd. to Riverton Rd., a distance of 0.16 mile ±.

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the conveyance of the aforegoing sections of the State Highways is subject to the following conditions:

1. The aforegoing mileage will be included in the County's road inventory as of December 1, of the year following completion of the resurfacing of the roadways by the "Highway Administration."

2. The basis for the allocation of funds will include the additional 1.53 ± miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.

3. The effective date for the transfer of title to these sections is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1, hereof.

4. The transfer of said roads is made on an As-Is-Basis which pertains to the existing rights-of-way, and to the existing condition of the roads involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

STATE HIGHWAY ADMINISTRATION
OF MARYLAND

WITNESS:

Clyde P. Hurst

By Robert J. Fazzyk
Director, Office of Planning and
Preliminary Engineering

Approved as to form and legal sufficiency
this 4th day of June, 1975.

APPROVED:

Thomas Cloon
Chief, Bureau of Highway Statistics

James C. Gibson
Administrative Special Attorney

BALTIMORE COUNTY, MARYLAND

Theodore G. Venable

County Executive

5-8-75

ATTEST:

Secretary

James R. Fiaro

Approved as to form ~~and legal sufficiency~~
this 2nd day of May, 1975.

Assistant County Solicitor

RECOMMENDED FOR APPROVAL:

Albert B. Kallenbach

Director of Public Works

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

JULY 22, 1974

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated July 22, 1974, between the State Highway Administration and Baltimore County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads subject to the conditions more fully set forth in the agreement.

Trappe Rd. (Co. Rd. 5510) - From Access Road (Station 90+47.82) southwesterly to North Point Blvd. (Station 106+67.69) as constructed under Contract B 811-44-471 for a total distance of 0.31± mile.

Edgewater Place (Co. Rd. 5515) - From relocated Cove Road (Station 0+00) northwesterly to end SHA construction (Station 3+72.07) as constructed under Contract B 811-44-471 for a total distance of 0.10± mile.

Cove Rd. (Co. Rd. 5820) - From Glenhurst Road (Station 80+66.63) southerly to Old North Point Road (Station 112+49.71) as constructed under Contract B 811-~~44~~ 49-471 for a total distance of 0.62± mile.

Connecting Road - From Bletzer Road to Raymond Avenue as constructed under Contract B 811-44-471 for a total distance of 0.03± mile. This road is parallel to ramp "D" of the Cove Road interchange from Station 11+50 to Station 13+00 at a distance of 90 feet to the south.
Co 6110

Beachwood Rd. (Co. Rd. 5524) - From existing Beachwood Road (Station 0+00) southwesterly to Old North Point Road (Station 20+00) and spur from relocated Beachwood Road (Station 0+00) to existing Beachwood Road (Station 2+00) constructed under Contract B 811-~~44~~ 49-471 for a total distance of 0.41± mile.

Fischer Rd. (Co. Rd. 5818) - From Station 3+40.84 on Beachwood Road to existing Fischer Road as constructed under Contract B 811-44-471 for a total distance of 0.17± mile.

Norris La. (Co. Rd. 5511) - From Station 96+90.00 on Trappe Road to existing Norris Lane for a total distance of 0.18± mile.

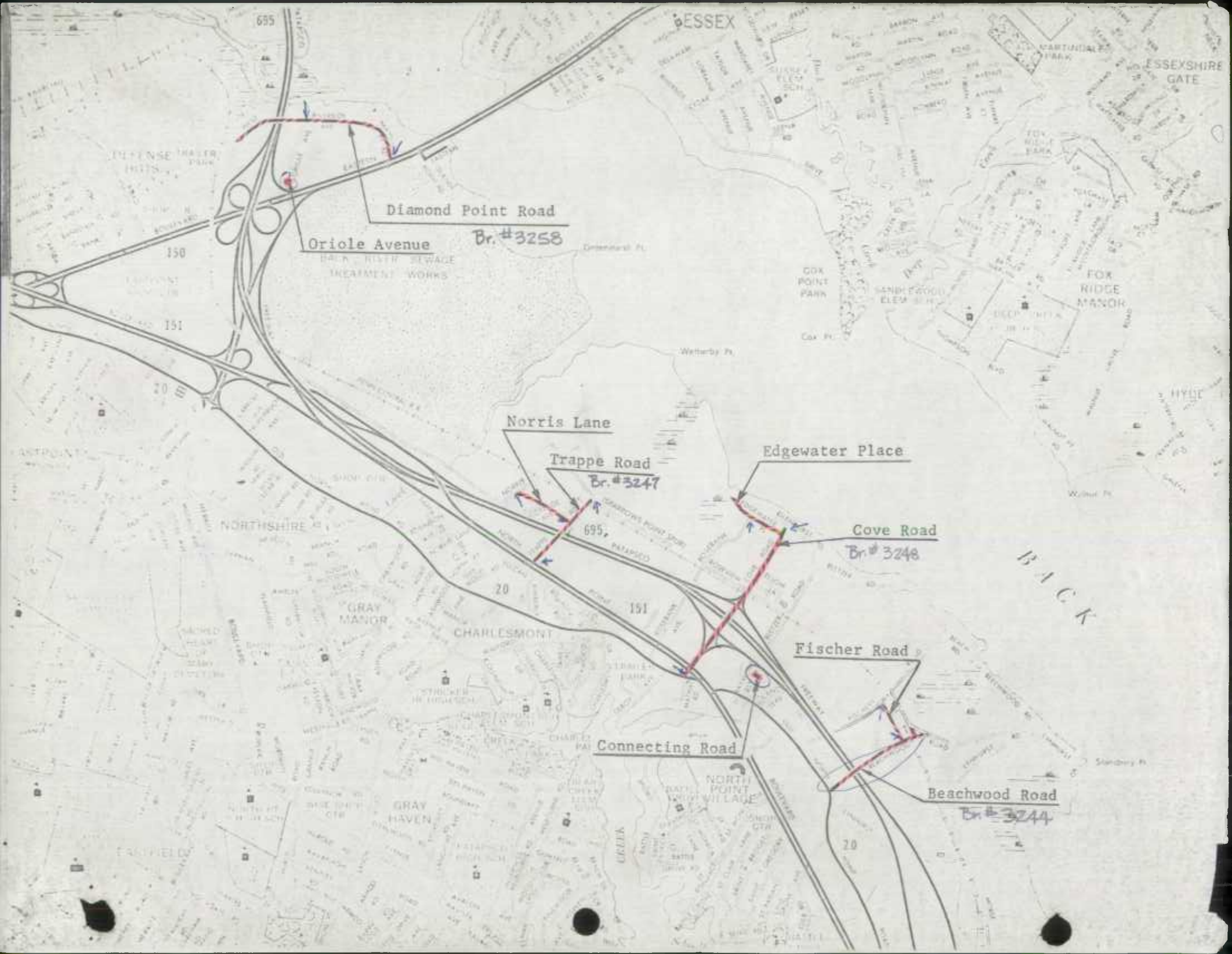
Oriole Ave. (Co. Rd. 5134) - From the cul-de-sac at the southern end of Oriole Ave. adjacent to Md. 150 (Eastern Blvd.) for a total distance of 0.01± mile. B-811-54-471

Diamond Point Rd. (Co. Rd. 5135) - From Md. 150 (Eastern Blvd.) to the entrance of a trailer park for a total distance of 0.59± mile. B-811-54-471

Said agreement had previously been executed by the County Executive of Baltimore County and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copies to:

N.B. Friese
H.G. Downs
A.W. Tate
L.E. McCarl
R.C. Pazourek
H.J. Pistel
R.J. Hajzyk
C.E. Caltrider
C.W. Reese
E.S. Freedman
T. Hicks
E. Dougherty
T.L. Cloonan
C. Lee
P.S. Jaworski
R.C. Davison
J.V. Lentz
Miss D.J. Sinners
Baltimore County
Secretary's File
SHA-Baltimore County File


Diamond Point Road
Br. #3258
Oriole Avenue
Norris Lane
Trappe Road
Br. #3247
Edgewater Place
Cove Road
Br. #3248
Fischer Road
Connecting Road
Beachwood Road
Br. #3244
ESSEX
ESSEXSHIRE GATE
FOX RIDGE MANOR
COX POINT PARK
NORTHSHIRE
GRAY MANOR
CHARLESMONT
GRAY HAVEN
NORTH POINT VILLAGE
BACK
695
150
151
20

THIS AGREEMENT made this 22 day of July 1974, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County," party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof, to the Governing Bodies of the several Counties of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Counties of Maryland are empowered to transfer County roads, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject sections of State roads to the County Highway System will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration," party of the first part, has agreed to transfer the hereinafter described sections of roads which heretofore were constructed by the State to the "County," party of the second part, and the "County," has agreed to accept the same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and conditions hereinafter set forth to be kept and performed, the parties do hereby agree as follows:

1. The "Highway Administration," party of the first part will perform, at its sole expense, repairs except minor road surface repairs and snow removal to those bridges constructed on County roads that span the Patapsco Freeway which are the subject of the hereinafter listed construction contracts.

2. The "County," party of the second part, will at its sole expense, remove all snow and perform minor road surface repairs to the floors of those bridges constructed on County roads that span the Patapsco Freeway. Minor road surface repairs are defined and mutually understood to include sealing surface cracks, patching small cavitations not more than two inches in depth and patching curb faces and tops. Where a floor defect extends through the floor slab, such as a crack, or hole, or cavitation exposes the reinforcing steel, then the "County" shall promptly advise the "Highway Administration."

   The "Highway Administration" will then make the required structural repairs to the floor slab.

IT IS UNDERSTOOD AND AGREED without the necessity of any further agreement between the parties hereto, the "Highway Administration," party of the first part does hereby transfer, convey and quitclaim unto the "County" and the "County" party of the second part does hereby accept such transfer from the "Highway Administration" of the following County Highway System:

Trappe Rd. (Co. Rd. 5510) - From Access Road (Station 90+47.82) southwesterly to North Point Blvd. (Station 106+67.69) as constructed under Contract B 811-44-471 for a total distance of 0.31± mile.

Includes aforesaid described maintenance and snow removal to the bridge over the Patapsco Freeway.

Edgewater Place (Co. Rd. 5515) - From relocated Cove Road (Station 0+00) northwesterly to end SHA construction (Station 3+72.07) as constructed under Contract B 811-44-471 for a total distance of 0.10± mile.

Cove Rd. (Co. Rd. 5820) - From Glenhurst Road (Station 80+66.63) southerly to Old North Point Road (Station 112+49.71) as constructed under Contract B 811-44-471 for a total distance of 0.62± mile.

Includes aforesaid described maintenance and snow removal to the bridge over the Patapsco Freeway.

Connecting Road - From Bletzer Road to Raymond Avenue as constructed under Contract B 811-44-471 for a total distance of 0.03± mile. This road is parallel to ramp "D" of the Cove Road interchange from Station 11+50 to Station 13+00 at a distance of 90 feet to the south.

Beachwood Rd. (Co. Rd. 5524) - From existing Beachwood Road (Station 0+00) southwesterly to Old North Point Road (Station 20+00) and spur from relocated Beachwood Road (Station 0+00) to existing Beachwood Road (Station 2+00) constructed under Contract B 811-44-471 for a total distance of 0.41± mile. Includes aforesaid described maintenance and snow removal to the bridge over the Patapsco Freeway.

Fischer Rd. (Co. Rd. 5818) - From Station 3+40.84 on Beachwood Road to existing Fischer Road as constructed under Contract B 811-49-471 for a total distance of 0.17± mile.

Norris La. (Co. Rd. 5511) - From Station 96+90.00 on Trappe Road to existing Norris Lane for a total distance of 0.18± mile.

Oriole Ave. (Co. Rd. 5134) - From the cul-de-sac at the southern end of Oriole Ave. adjacent to Md. 150 (Eastern Blvd.) for a total distance of 0.01± mile.

Diamond Point Rd. (Co. Rd. 5135) - From Md. 150 (Eastern Blvd.) to the entrance of a trailer park for a total distance of 0.59± mile. Includes aforesaid described maintenance and snow removal to the bridge over the Patapsco Freeway.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the change in the status of the aforegoing sections of State constructed highways is authorized under the following conditions:

1. The aforegoing mileage will be included in the County's road inventory as of December 1, 1974.
2. The basis for the allocation of funds will include the additional 2.42± miles of County highway mileage in the allocation to the County beginning July 1, 1975.
3. The effective date for the transfer of these sections of roads is upon complete approval and execution of this agreement.
4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures, with the exception of those bridges constructed by the "Highway Administration" and carrying the County roads over the Patapsco Freeway.

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

STATE HIGHWAY ADMINISTRATION OF MARYLAND

WITNESS:

By: _____
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 26th day of April, 1974.

APPROVED:

_____
Chief, Bureau of Highway Statistics

_____
Administrative Special Attorney

COUNTY COUNCIL FOR BALTIMORE COUNTY

ATTEST:

_____
County Executive
6-7-74

_____
Clerk

Approved as to form ~~and legal sufficiency~~ this 5 day of June, 1974.

RECOMMENDED FOR APPROVAL:

_____
County Engineer

_____
Counsel to County Council of Baltimore County

Approved as to ~~Form and~~ Legal Sufficiency

_____
Assistant County Solicitor

THIS AGREEMENT, made this 19TH day of JULY, nineteen hundred and seventy-four, by and between the STATE OF MARYLAND, DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION, party of the first part, hereinafter called the "ADMINISTRATION," and BALTIMORE COUNTY, MARYLAND, a body corporate, party of the second part, hereinafter referred to as the "COUNTY," WITNESSETH:

WHEREAS, the Administration and the County propose to eliminate and/or reconstruct two (2) grade crossings by the construction of grade separations in Baltimore County known as:

1. Ebenezer Road (County Road on Federal-Aid System). The project is located about 2 miles northeast of Intersection of Maryland Route 150 and Earls Avenue in the vicinity of Chase. It includes the relocation of Ebenezer Road, closing existing Ebenezer Road, tie-in to Harewood Road, construction of new bridge over railroad, relocation of intersecting Eastern Avenue and tie-in to Graces Quarters Road.

2. Patapsco Avenue (County Road not on Federal-Aid System). The project is located approximately 1.6 miles southwest of U.S. Route 40 and I-695 in the vicinity of Chesaco Park.

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

WHEREAS, the County proposes to utilize High Speed Rail Demonstration funds authorized and appropriated under Section 322, Chapter 3, Title 23, U.S. Code, for the construction of said project, and

WHEREAS, the ten (10) per cent the Railroad would otherwise be liable for under subsection (c) of Section 322, Title 23, U.S. Code, will be financed by others, at no expense to the County, and

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

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

WHEREAS, the Federal Highway Administration's Policy and Procedure Memorandum 21-6.3 dated October 3, 1972, sets forth procedures whereby the services and facilities of the local government may be utilized and requires that there be an executed agreement between the Administration and the County setting forth conditions under which the project would be constructed, and

WHEREAS, the County agrees to participate in the financing of the project as set forth in Section 16 of this Agreement, and

WHEREAS, the County desires and is willing to cooperate with the Administration in carrying out the objectives of the Federal-Aid Act, (Section 322, Chapter 3, Title 23, U.S. Code) all in accordance with the regulations, policies and procedures of the Federal Highway Administration.

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

1. The Administration agrees, on behalf of the County, to make preliminary and final designs, prepare specifications, estimates, and contracts with their own forces or by utilizing the services of a consulting engineer whose work will be reviewed by State forces.

2. The County shall provide all necessary right-of-way for the construction of the project, and said right-of-way shall be of the width and otherwise conform to the requirements of any law applicable thereto, and the requirements of the Federal Highway Administration. The Administration's Office of Real Estate shall be available to provide the necessary relocation and right-of-way acquisition assistance.

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

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

5. Project costs include, but are not limited to, preliminary engineering (studies, surveys, design, preparation of construction plans and documents), right-of-way acquisition, payments to contractors, utility adjustments, railroad adjustments, safety services, construction engineering (construction inspection, material testing, etc.).

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

7. Subject to prior written approval of the County and prior authorization of the Federal Highway Administration, the Administration shall advertise for bids and award the contract.

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

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

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

11. After the project is completed, the County shall have ownership of the new bridge structure/approaches and will keep open to traffic and maintain the project in a satisfactory manner and make ample provision each year for such maintenance, and further agrees to regulate and control vehicular traffic and parking in conformity with Administration requirements.

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

13. The County agrees that, where unsatisfactory maintenance is called to the attention of the County by the Administration, immediate corrective action shall be taken.

14. The right-of-way provided for said improvement shall be held inviolate for public highway purposes, and no signs, posters, billboards, roadside stands, or other private installations shall be permitted within the right-of-way limits, and no additional traffic control lights shall be installed on the project without prior approval of the Administration.

15. The County is to be notified prior to the beginning of the fiscal year the construction is to be scheduled for each of the two grade separations in order to budget the estimated amount of monies required in the County's Capital Improvement Program.

16. For any grade crossing on a road which is included on the Federal-Aid System, the County will not participate in the project costs. For any grade crossing on a road which is not included on the Federal-Aid System, however, the County agrees to participate to the extent of ten (10) per cent of all direct project costs, as enumerated in Section 5 of this Agreement, which are eligible for Federal reimbursement. Prior to the award of any construction contract to the successful bidder, the County will deposit with the Administration the sum of $126,900± being the County's estimated cost of participation in this project. These estimated monies are subject to inflationary conditions that may warrant additional costs.

17. During the performance under this Agreement, the County, for itself, its assigns and successors in interest, agrees to comply with all statutes and regulations of the Federal Government and the State of Maryland relative to nondiscrimination in federally-assisted programs.

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

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

WITNESS:

STATE HIGHWAY ADMINISTRATION
OF MARYLAND

Deputy State Highway Administrator

Approved as to form and legal sufficiency this 12th day of July, 1974.

Administrative Special Attorney

RECOMMENDED FOR APPROVAL:

Chief Engineer
State Highway Administration

ATTEST:

BALTIMORE COUNTY, MARYLAND

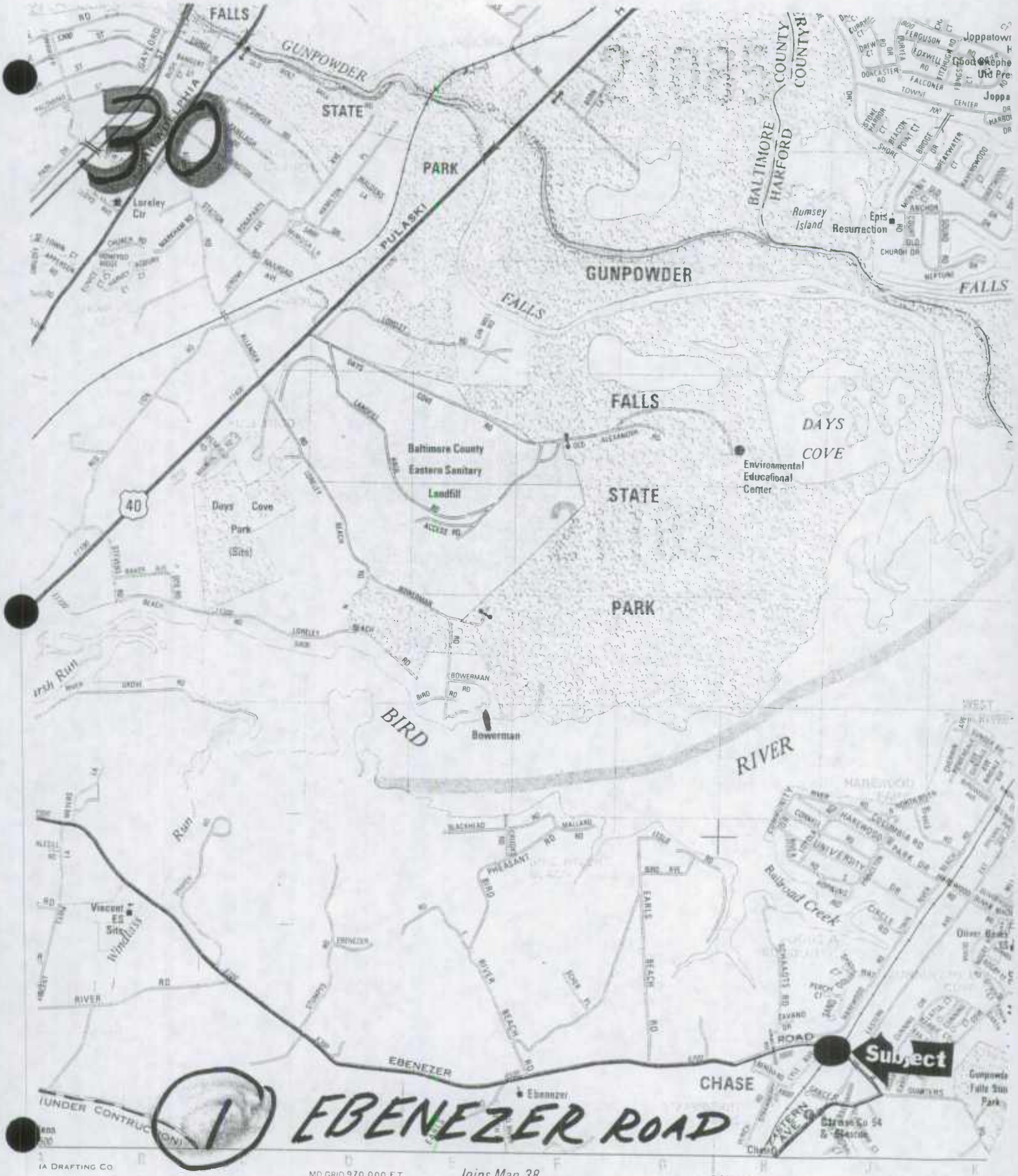
Frederick P. Dewberry
County Executive
7-2-74

Approved as to form ~~and legal sufficiency~~ this 28th day of June, 1974.

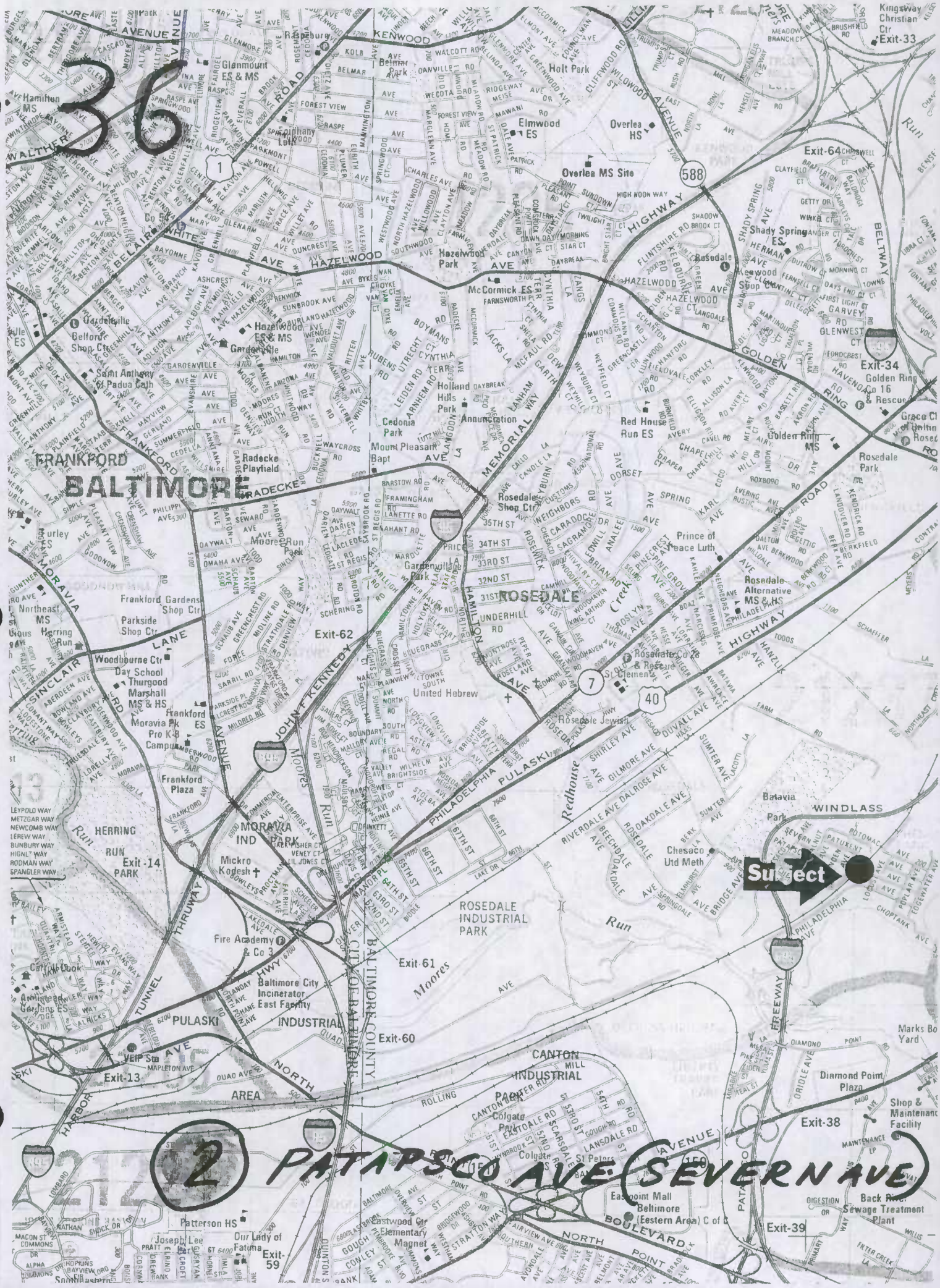
~~County Attorney~~
ASST COUNTY SOLICITOR

Approved as to [redacted] Legal Sufficiency

Assistant County Solicitor


30
FALLS
GUNPOWDER
STATE
PARK
PULASKI
Loreley Ctr
BALTIMORE COUNTY
HARFORD COUNTY
Rumsey Island
Epis Resurrection
GUNPOWDER
FALLS
FALLS
DAYS COVE
Environmental Educational Center
Baltimore County Eastern Sanitary Landfill
STATE
Days Cove Park (Site)
40
PARK
BOWERMAN RD
Bowerman
BIRD
RIVER
Railroad Creek
Viscont ES Site
Windlass
EBENEZER
CHASE
Subject
1 EBENEZER ROAD
Joins Map 38
MD GRID 970,000 FT
76°22'30"
980,000 FT

36



2 PATAPSCO AVE SEVERN AVE

STATE HIGHWAY ADMINISTRATION

February 1, 1974

RECEIVED
FEB 11 1974
DIRECTOR, OFFICE OF
PLANNING & PRELIMINARY ENGINEERING

RECEIVED
FEB 13 1974
BUREAU OF HIGHWAY
STATISTICS

MEMORANDUM

TO: Mr. A. W. Tate
Mr. I. C. Hughes
Mr. W. L. Shook
Mr. N. L. Smith
Mr. C. E. Caltrider
Mr. J. M. Wright
Mr. H. J. Pistel
Mr. A. L. Gardner

FROM: L. E. McCarl
Deputy Chief Engineer - Operations

Attached for your information is a memorandum received from Secretary Hughes relative to transferring three (3) sections of Toll Facilities to the State Highway Administration.

You will note that these sections have been transferred to the State Highway Administration and we, therefore, will be responsible for the maintenance of the sections, the construction of ongoing projects now under contract or in the future.

Instructions also advise that we will be responsible for all future contracts within the limits of the sections of highways being transferred.

Bridges within the confines of the three sections should be listed in the inventory of bridges on the State Highway system rather than on the Toll Facilities system. The Bureau of Highway Statistics should be advised to add the mileage to the State Highway system. The Assistant Chief Engineer for Maintenance and the District Engineers are advised that they are now responsible for the maintenance of the sections.

The Assistant Chief Engineer for Construction and the Assistant Chief Engineer for Materials & Research are advised that the ongoing construction projects at the Northpoint Interchange, the Revell Highway and the Sandy Point Interchange are now under their jurisdiction. The Consulting Engineers on the Revell Highway and Sandy Point Interchange will be retained and work under the jurisdiction of the District Engineer. The J. E. Greiner Company will no longer be involved in these two (2) construction contracts.

RECEIVED
FEB 4 1974
DEPUTY CHIEF ENGR.
DEVELOPMENT

2/11/74 - Mr. Hajzyk - For your information.
AWT

TO: Mr. A. W. Tate
Mr. I. C. Hughes
Mr. W. L. Shook
Mr. N. L. Smith
Mr. C. E. Caltrider
Mr. J. M. Wright
Mr. H. J. Pistel
Mr. A. R. Gardner

February 1, 1974

The Consulting Engineer on the Northpoint Interchange will also report to the District Engineer and the J. E. Greiner Company will no longer be involved in that area. Certain accounting records will have to be transferred from the Department of Transportation to the SHA Accounting Division so that current estimates might be properly recorded.

A meeting will be scheduled shortly with Mr. E. D. Reilly in order to effect an orderly transition. This meeting has now been tentatively scheduled for 2:00 P.M., Monday afternoon, February 4, 1974 in Mr. Reilly's office. The presence of Messrs. Wright, Pistel and Gardner will be necessary.

LEMcC/cmm
Attachment

MARYLAND

TO: Mr. Bernard M. Evans

DATE: January 28, 1974

FROM: Secretary Harry R. Hughes

SUBJECT:

Harry Hughes

RECEIVED

JAN 30 1974

CHIEF ENGINEER

Those sections of the toll facility projects as set-forth in the minutes of the Maryland Transportation Authority meeting of July 30, 1973, copy of which is attached, have been transferred to the State Highway Administration.

Effective February 1, 1974, you are to assume full administrative and financial responsibility for all construction contracts, active and proposed, in connection therewith.

HRH:as
Attachment

c.c. Mr. Hugh G. Downs

1/30/74 Mr. McCarl - Please arrange to meet with Mr. Reilly and District Engineer promptly as effective date is February 1, 1974.

HGD.

cc: Mr. A. L. Gardner

H. Pistel
S. Wright

JULY 30, 1973
DEPARTMENT OF TRANSPORTATION OFFICES
FRIENDSHIP INTERNATIONAL AIRPORT

AUTHORITY MEMBERS PRESENT: Harry R. Hughes, Chairman
Joseph B. Browne
Ross B. Diffenderffer
E. Leister Mobley
L. Mercer Smith

AUTHORITY MEMBERS ABSENT: Herman L. Gruehn
William B. Wheeler

OTHERS IN ATTENDANCE: E. Donald Reilly, Executive Secretary
J. Michael McWilliams, Counsel
James J. O'Donnell
Michael F. Canning
Morris P. Marston
Thomas E. Donnelly, J. E. Greiner Co., In
Horace Ayers, The Evening Sun

The meeting was called to order by the Chairman at 10:00 a.m.

On motion of Mr. Diffenderffer, seconded by Mr. Smith, the minutes of the previous meeting were unanimously approved, the Chairman concurring.

Mr. McWilliams reported on the status of Supplemental Agreement No. 4 with American Bridge. He advised that the Authority, at its meeting on March 12th, approved this Supplemental Agreement; however, because of subsequent developments it was again being submitted for approval. The J. E. Greiner Company has reported that the survey of the deck on the original William Preston Lane, Jr. Memorial Bridge indicates that it is extremely prudent to close the original structure for necessary maintenance as soon as traffic conditions permit, and that it is considered essential that the activities of the painting Contractor be accelerated to assure full availability of all three lanes on the new structure when the old structure is closed for said repairs approximately October 1, 1973. Mr. Diffenderffer made a motion that Supplemental Agreement No. 4, as read by Mr. McWilliams, be approved in the amount of $846,000, which includes $545,000 for brush blast cleaning of all structural steel

and application of a new shop coat and $301,000 for acceleration. Mr. Mobley seconded the motion, it was passed unanimously, the Chairman concurring.

Mr. McWilliams advised the Authority of the efforts being made by the Contractor to complete the backfill around the piers of the new Parallel Bay Bridge. The Contractor, Raymond-Dravo-Langenfelder has been unable to make satisfactory arrangements for procurement of suitable fill to accomplish the project. The default letter is still in effect and arbitration still pending. The position of the Authority has not changed relative to the Contractor's responsibility to complete the work.

Mr. McWilliams informed the Authority that the Engineers have recommended additional escalation payments to Raymond-Dravo Langenfelder in the amount of $232,275. This proposal, in the form of Supplemental Agreement No. 9, has been sent to Raymond-Dravo-Langenfelder, but to date it has not been executed by said Contractor. Raymond-Dravo-Langenfelder had billed for escalation in the amount of $4,763,425.38 of which $4,300,000 has been paid to date. The billing was reduced by $46,149.51 as a result of an audit adjustment. The Greiner Company further computed a reduction in the amount of $185,000 attributable to work performed beyond the adjusted contract completion date and for rework required of the Contractor through no fault of the State or its representatives.

At its meeting on October 16, 1972, the Authority approved the transfer of certain projects from the Toll Facilities to the State Highway Administration. In order to complete the transaction, Mr. McWilliams advised that it would be necessary to transfer the land and improvements to the State Highway Administration, in addition to financial responsibility as previously achieved. Those projects to be transferred were the North Point Boulevard Interchange, part of the Outer Harbor Crossing; Westinghouse-Sandy Point Interchange; Stevensville Interchange and segments of U. S. Route 50/301, as more specifically defined below. Upon motion by Mr. Mobley, seconded by Mr. Diffenderffer, that the Authority approve the transfer of ownership to the State Highway Administration, subject to the concurrence of the Consulting Engineer and the approval of the Trustee, of the approaches and interchanges to the William Preston Lane, Jr. Memorial Bridge, the new Parallel Bay Bridge, and the Outer Harbor Crossing, as more particularly described in Exhibit A attached hereto, and that the Chairman of the Authority be authorized to execute such assignments,

deeds, and other documents as may be needed to fully effect such transfer, a vote was taken. Motion was passed unanimously, the Chairman concurring.

Counsel informed the Authority that, as a result of the redemption of the Hawkins Point Revenue Bonds, there was a surplus of $185,000 cash on hand, representing the balances of all accounts for the Hawkins Point Facility held by the Trustee. Since the Hawkins Point Revenue Bonds were an obligation of the Maryland Port Authority prior to its incorporation into the Department of Transportation as the Maryland Port Administration and since the activities of the Maryland Port Administration are now financed from the Transportation Trust Fund, the Chairman recommended that the aforementioned $185,000 be deposited in the Transportation Trust Fund and further recommended that the Authority authorize the Chairman to transfer the ownership of the facility to the Maryland Port Administration for a proposed terminal facility. Upon motion by Mr. Smith, seconded by Mr. Diffenderffer, the Authority approved the depositing of the $185,000 in the Transportation Trust Fund and further authorized the Chairman to execute such assignments, deeds and other documents or legal instruments as may be necessary to effectuate the transfer of the Hawkins Point Facility to the Maryland Port Administration of the Department of Transportation, except for that portion of the facility necessary for the Outer Harbor Crossing and with the provision that all revenues from the operation of the transferred facility accrue to the Transportation Trust Fund. The motion was passed unanimously, the Chairman concurring.

Mr. Reilly requested confirmation of the award of Contract PB 25, construction of the permanent cross-over on the eastern shore between the east and westbound lanes of U. S. Route 50/301, at the eastern terminus of the William Preston Lane, Jr. Memorial Bridge Bay Crossing, to the Asphalt Service Company, Inc., at their low bid of $124,433.50. The bid had been recommended for award by the Consultant Engineer and approved via a telephone poll of the Authority Members conducted by Mr. Reilly on July 20, 1973. Mr. Mobley moved that the award be confirmed. Motion was seconded by Mr. Smith, unanimously carried, the Chairman concurring.

Mr. Thomas E. Donnelly, Executive Vice President of the J. E. Greiner Company, Inc., addressed the Authority relative to a proposed revision to the Patapsco River Bridge and Contract

OT 6-3, adjustment to the approach causeway. The contract for the construction of the approach causeway was awarded and the construction well underway before the decision was made to change the crossing from a tunnel to a bridge. On the basis that the causeway approach could be modified to accommodate the bridge, the construction was allowed to procced to completion. Recent test borings have indicated that the sub-soil of the causeway had not gained sufficient strength to support the additional fill required to raise the grade to meet the vertical alignment of the bridge without the construction of counter berms necessary to off-set the possibility of a deep seated failure. This construction would be costly and the safety factor relative to soil settlement would be minimal. In view of these facts, the Greiner Company recommended the extension of the bridge 450 ft. in an easterly direction, for the same cost as estimated for the causeway, construction which would result in a structure with considerably more integrity than could be expected if the causeway construction was completed. Mr. Mobley moved that negotiation with the two Contractors on the bridge project, namely, Pittsburgh-Des Moines Steel Company, superstructure Contractor and Balf, Savin, Whaling City, substructure Contractor, be conducted to determine a firm cost for the bridge extension. Prior to entering into a final agreement with the Contractors, final approval must be obtained from the Authority. The motion was seconded by Mr. Diffenderffer, passed unanimously, the Chairman concurring.

Mr. Reilly briefed the Authority on the test being conducted at the Baltimore Harbor Tunnel whereby tokens in lieu of tickets are being used for commuter passage in an effort to achieve a more uniform flow of traffic through the Plaza during peak periods.

Mr. Reilly advised the Authority that bids had been solicited for the operation of the two new service stations being constructed at the North Service Area on the John F. Kennedy Memorial Highway.

The Chairman advised the Authority that the Coast Guard had extended the temporary schedule for control of drawbridge openings at Kent Narrows on U. S. Route 50/301 for the remainder of the season and that he had been advised that our request for a more restrictive permanent schedule was being reviewed.

Mr. Joseph Browne arrived late for the meeting and reviewed all actions taken in his absence and concurred therein.

The next meeting of the Authority was scheduled for September 5, 1973 at 10:00 a.m.

There being no further business, the meeting was adjourned.

Harry R. Hughes
Chairman

Kelso Drive Md 995
Trans to Co.
Dec 1, 1973
Balto. Co

C04542

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
FRIDAY, JUNE 1, 1973

* * *

Administrator Evans executed duplicate copies of agreement dated June 1, 1973, between the State Highway Administration and Baltimore County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

Kelso Drive - From Calden Ring Road (Co. Rd. 4548) to road end southwest of Md. 695 (the Southeast Freeway) as constructed under contract B-938-2-426, for a distance of 0.274 mile.

Said agreement had previously been executed by the County, approved as to form and legal sufficiency by Administrative Special Attorney Sfekas and approved by Chief Engineer Downs.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. R. M. Thompson
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. H. J. Pistel
Mr. C. E. Calfrider
Mr. R. H. Trainor
Mr. H. M. Bower
Mr. T. L. Cloonan ✓
Mr. T. Hicks
Mr. E. J. Dougherty
Mr. E. W. Kimmey
Mr. Charles Lee
Mr. P. S. Jaworski
Miss D. J. Sinners
Baltimore County Council
Secretary's File
SHA-Baltimore County File
Contract B-938-2-426

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
FRIDAY, OCTOBER 12, 1973
* * * * * *

Administrator Evans executed the following deeds dated October 12, 1973, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deeds:

Grantee	Conveyance	In Accordance With
Joseph N. Skinner and Dorothy M., wife	234± sq. ft. and 0.08± acre (2 parcels) of land in Howard County, being portion of former properties of Howard Research & Development Corporation, Item 65737, Contract Ho-400-3-778	Option, Item 64544 Contract Ho-400-3-778
The Maryland Presbyterian Church, A Maryland Corporation	0.27± acre (2 parcels) of land in Baltimore County, being (part of the road bed of existing Old Providence Road,) being portion of former properties of Rand Building Co., Item 27759, The Maryland Presbyterian Church, Item 34585, Contract B-635-5-420	Option, Item 34585 Contract B-635-5-420

Not Part of any Rd System
P.E.B.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. C. W. Reese
Mr. R. S. Bennett
Mr. T. L. Cloonan
Mr. D. H. Fisher
Bd. of Public Works of Md.
Secretary's file
Contract file (2)

THIS AGREEMENT made this 1st day of June, 1973 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County," party of the second part, Witnesseth:

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

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

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

Kelso Drive - From Golden Ring Road (Co. Rd. 4548) to road and southwest of Md. 695 (the Southeast Freeway) As constructed under contract B-938-7-420, for a distance of 0.27 miles.

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

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

2. The aforegoing mileage will be included in the inventory as of December 1, 1973.

3. The basis for the allocation of funds will include the additional 0.27± miles in the allocation to the County beginning July 1, 1974.

4. The transfer of said Road is made on an "As-Is-Basis" which pertains to the existing rights-of-way and to the existing condition of the Road involved, including all appurtenances.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
~~Acting~~ Highway Administrator

APPROVED:

_____
Chief Engineer

Approved as to form and legal sufficiency this 16th day of May, 1973.

_____
Asst. Special Attorney

WITNESS:

_____ 4/26/73
Secretary to County Executive

BALTIMORE COUNTY, MARYLAND

By: _____
County Executive

Approved _____, 1973

By: _____
Director of Public Works

Approved as to form and legal sufficiency this _____ day of _____, 1973.

_____
Assistant County Solicitor

Approved as to form and legal sufficiency

53.31/.001

Code: 05--RW-69-307-1 thru 8
J.O. No. 5-RW-425
District 9
Account No.

County Highway Deed

THIS DEED, Made this 24th day of November, in the year 1972, by MARVIN MANDEL, Governor of Maryland, LOUIS L. GOLDSTEIN, Comptroller of Maryland, and JOHN A. LUETKEMEYER, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, Grantors.

WHEREAS, pursuant to an agreement dated July 8, 1954 between the State of Maryland, the Board of County Commissioners of Baltimore County and certain property owners, wherein the State of Maryland acting by and through the Board of Public Works agreed to convey the hereinafter described property to the Board of County Commissioners of Baltimore County; said agreement being recorded in the Land Records of Baltimore County in Liber G.L.B. No. 2575, folio 40.

NOW, THEREFORE, WITNESSETH, that in consideration of the above referenced agreement and the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do grant and convey unto BALTIMORE COUNTY, MARYLAND, a body corporate and politic, its successors and assigns, in fee simple, for public highway purposes, all that lot of ground situate, lying and being in the Ninth Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

BEING a parcel of land, a portion of which is 40 feet wide and a portion of which is of irregular dimensions, containing 2.309 acres, more or less (100,576 Square Feet), said parcel of land being the bed of OLD HARFORD ROAD, from Cub Hill Road northerly, as shown outlined and indicated "HIGHWAY R/W" on the Baltimore County Bureau of Land Acquisition Drawings Nos. RW 69-307-1 through 8, both inclusive, which are attached hereto and made a part hereof.

FOR TITLE: See an Agreement dated July 8, 1954 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2575, folio 40, by and between State of Maryland, et al, and Ernestine K. Rye, widow, et al.

TOGETHER with the appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto Baltimore County, Maryland, a municipal corporation, its successors and assigns, in fee simple, for public highway purposes.

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially property granted; and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the due execution hereof by the aforenamed Grantors.

TEST:

BOARD OF PUBLIC WORKS OF THE STATE OF MARYLAND

BY: _____ (SEAL)
Marvin Mandel - Governor

_____ (SEAL)
Louis L. Goldstein - Comptroller of the Treasury

_____ (SEAL)
John A. Luetkemeyer - Treasurer

STATE OF MARYLAND, BALTIMORE County, to wit:

I HEREBY CERTIFY that on this 24th day of November, in the year 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARVIN MANDEL, Governor of Maryland, LOUIS L. GOLDSTEIN, Comptroller of the Treasury, and JOHN A. LUETKEMEYER, Treasurer, constituting the BOARD OF PUBLIC WORKS OF THE STATE OF MARYLAND, and they acknowledge the foregoing Deed to be the act of the said Board of Public Works of Maryland.

AS WITNESS my Hand and Notarial Seal.

_____
Notary Public

APPROVED as to form and legal sufficiency
this 12th day of October, 1972.

_____
Allan S. Levy, Special Assistant Atty. Gen.

APPROVED:

Thornton M. Mouring - Road Engineer

APPROVED as to form:

Assistant County Solicitor

APPROVED as to legal sufficiency:

Assistant County Solicitor

APPROVED and ACCEPTED this

day of , 1972.

ATTEST:

Secretary

BALTIMORE COUNTY, MARYLAND

BY: 1-9-73

W. E. FORNOFF
County Administrative Officer

JHS:og:JAR:klr:r (2)
Index:
Account No. 09-02-190232
09-13-209590

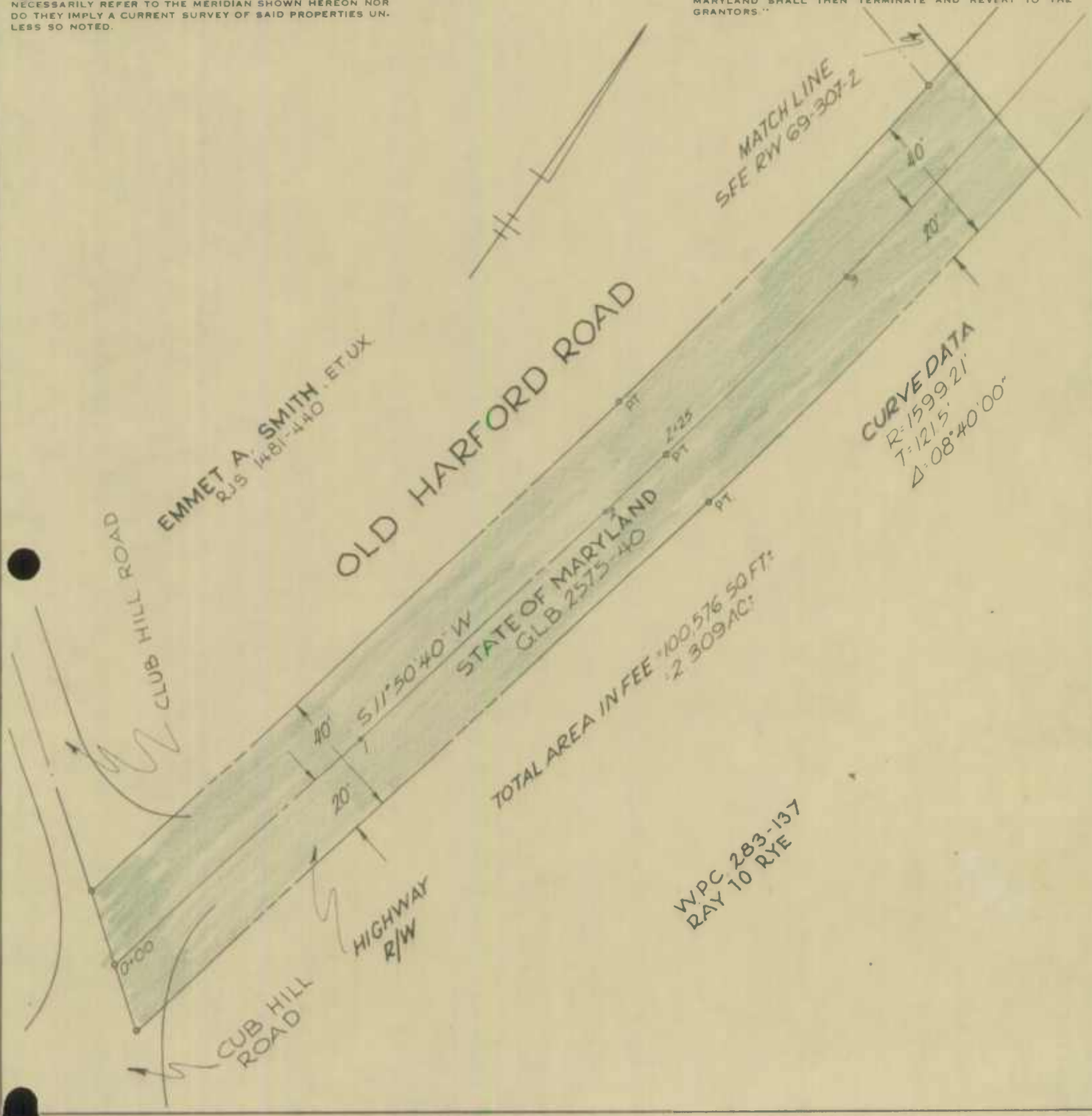
(1) VERTICAL LETTERING DENOTES EXISTING PROPERTY LINES.

(2) SLANT LETTERING DENOTES PROPOSED CHANGES TO PROPERTIES.

(3) ALL AREAS FOUND BY PLANIMETER UNLESS OTHERWISE NOTED.

THIS PLAT IS COMPILED FROM DEEDS AND SURVEYS. THE BASES AND DISTANCES SHOWN ON PROPERTIES ADJOINING PROPOSED RIGHT OF WAY ARE THOSE CONTAINED IN THE REFERRED TO BY LIBER AND FOLIO NUMBER AND DO NOT NECESSARILY REFER TO THE MERIDIAN SHOWN HEREON NOR DO THEY IMPLY A CURRENT SURVEY OF SAID PROPERTIES UNLESS SO NOTED.

"A TEMPORARY EASEMENT AREA TO BE USED ONLY DURING THE PERIOD OF CONSTRUCTION FOR THE PURPOSE OF CREATING THE NECESSARY SUPPORTING SLOPES, AND ALL RIGHTS HEREBY GRANTED TO BALTIMORE COUNTY, MARYLAND SHALL THEN TERMINATE AND REVERT TO THE GRANTORS."



BALTIMORE COUNTY — DEPARTMENT OF PUBLIC WORKS — BUREAU OF LAND ACQUISITION

SCALE: 1" = 40'	SHEET 1 OF 8	PLAT TO ACCOMPANY ACQUISTION OF	DISTRICT NO. 9
CONSULTING ENGINEER OR SURVEYOR DATE ____ REG. NO. ____		HIGHWAY R/W	POSITION SHEET NO.
APPROVED [signature] ROADS ENGINEER DATE 2/25/70		AREA TO BE ACQUIRED; EXISTING COUNTY R W; SLOPE AREA; AREA TO BE RELEASED; TEMPORARY CONSTRUCTION AREA	CONSTRUCTION PLAN NO.
BUREAU OF LAND ACQUISITION APPROVED [signature] CHIEF DATE 2-25-1970		NO. / ACQUIRED FROM / RECORDED 1 2 3 4 5 6 7 8	FEDERAL PROJECT NO.
			MARYLAND PROJECT NO.
DIVISION OF DRAFTING APPROVED Edgar L. Mercer SUPERVISOR DATE 2-25-1970			B. C. JOB ORDER NO. 5-RW-425
DRAWN RON HOUCK	CHECKED [signature]		RW 69-307-1

K & E CO. 17 0253 76978

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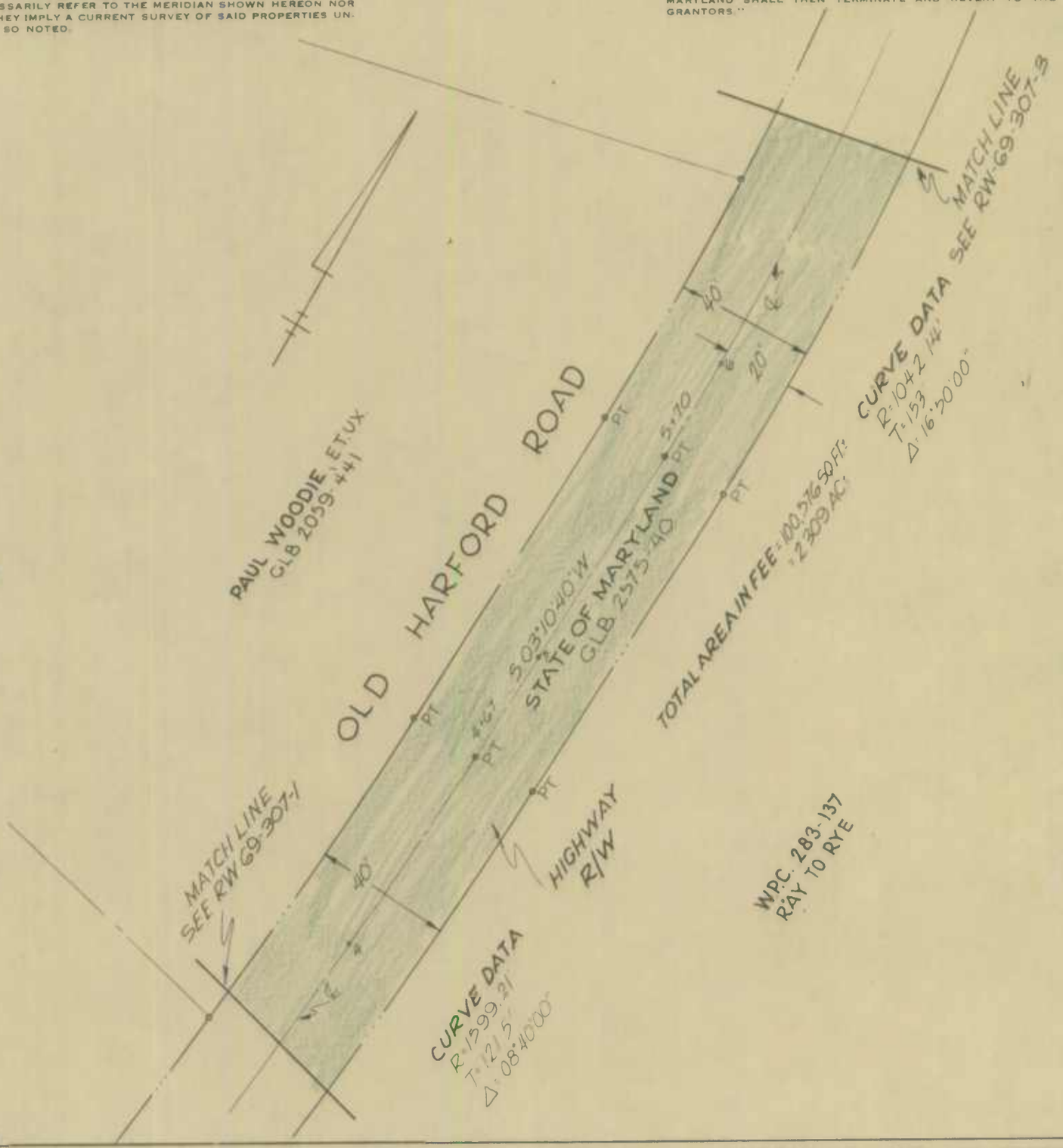

BALTIMORE COUNTY — DEPARTMENT OF PUBLIC WORKS — BUREAU OF LAND ACQUISITION

SCALE: 1"=40' SHEET 2 OF 8	PLAT TO ACCOMPANY ACQUISTION OF	DISTRICT NO. 9
CONSULTING ENGINEER OR SURVEYOR DATE REG. NO.	HIGHWAY R/W	POSITION SHEET NO.
APPROVED Albert W. Kattenbach ROADS ENGINEER DATE 2/25/70	AREA TO BE ACQUIRED; EXISTING COUNTY R W; SLOPE AREA; AREA TO BE RELEASED; TEMPORARY CONSTRUCTION AREA	CONSTRUCTION PLAN NO.
BUREAU OF LAND ACQUISITION APPROVED Wm. M. Magnadier CHIEF DATE 2-25-1970		FEDERAL PROJECT NO.
DIVISION OF DRAFTING APPROVED Edgar S. Mence SUPERVISOR DATE 2-25-1970		MARYLAND PROJECT NO.
DRAWN RON HOUCK CHECKED Elw		B. C. JOB ORDER NO. 5-RW-425
		RW 69-307-2

NO.	ACQUIRED FROM	RECORDED
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(1) VERTICAL LETTERING DENOTES EXISTING PROPERTY LINES.

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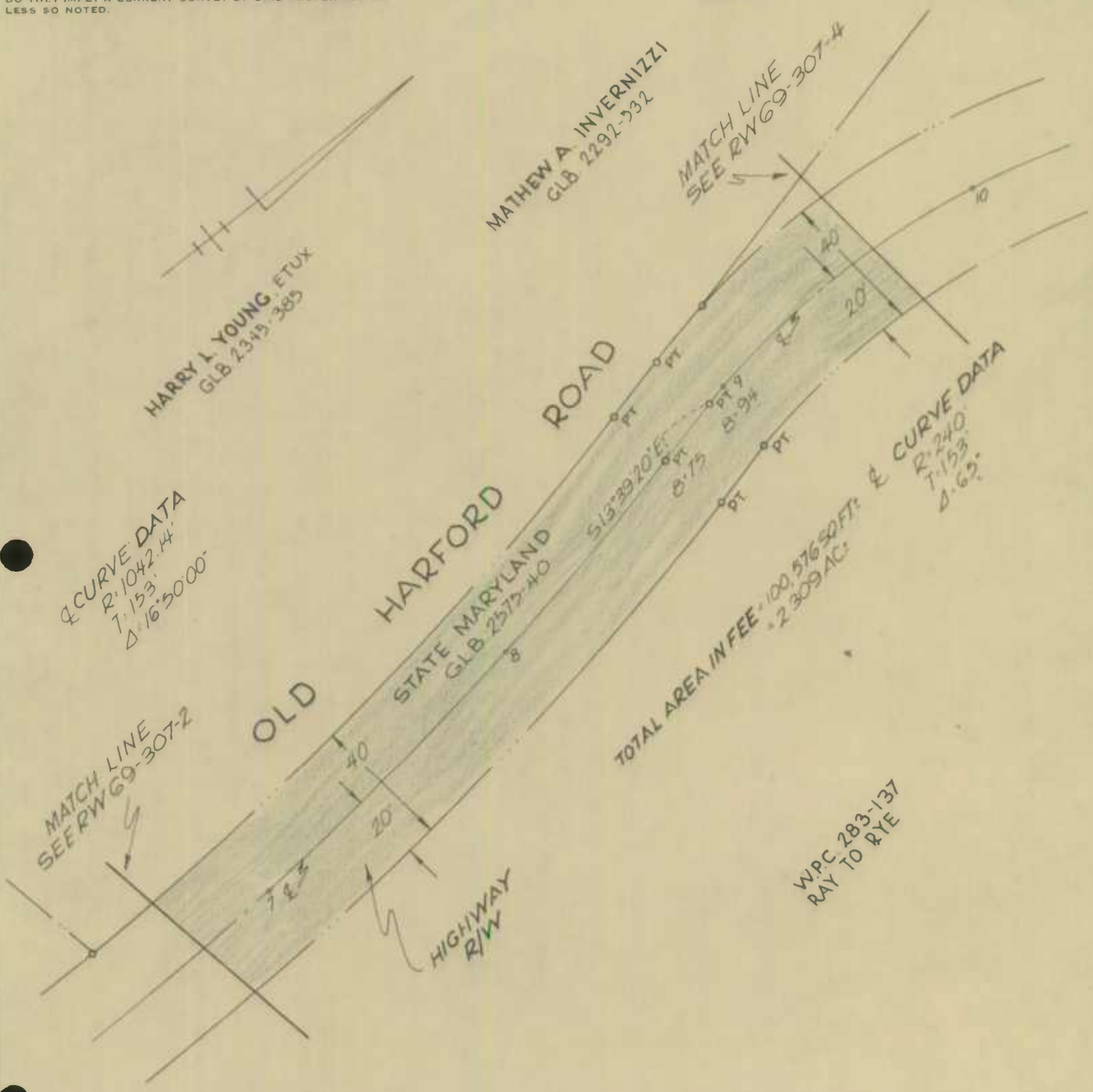

BALTIMORE COUNTY — DEPARTMENT OF PUBLIC WORKS — BUREAU OF LAND ACQUISITION

SCALE: 1"=40'	SHEET 3 OF 8	PLAT TO ACCOMPANY ACQUISTION OF	DISTRICT NO. 9
CONSULTING ENGINEER OR SURVEYOR DATE ____ REG. NO. ____		HIGHWAY R/W	POSITION SHEET NO.
APPROVED: [signature] ROADS ENGINEER DATE 2/25/70		AREA TO BE ACQUIRED; EXISTING COUNTY R W; SLOPE AREA; AREA TO BE RELEASED; TEMPORARY CONSTRUCTION AREA	CONSTRUCTION PLAN NO.
BUREAU OF LAND ACQUISITION APPROVED: [signature] CHIEF DATE 2-25-1970		NO. / ACQUIRED FROM / RECORDED 1 2 3 4 5 6 7 8	FEDERAL PROJECT NO.
			MARYLAND PROJECT NO.
DIVISION OF DRAFTING APPROVED: Edgar L. Mercer SUPERVISOR DATE 2/25-1970			B. C. JOB ORDER NO. 5-RW-425
DRAWN RON HOUCK	CHECKED CRW		RW 69-307-3

K & E CO. 17 0253 76070

(1) VERTICAL LETTERING DENOTES EXISTING PROPERTY LINES.

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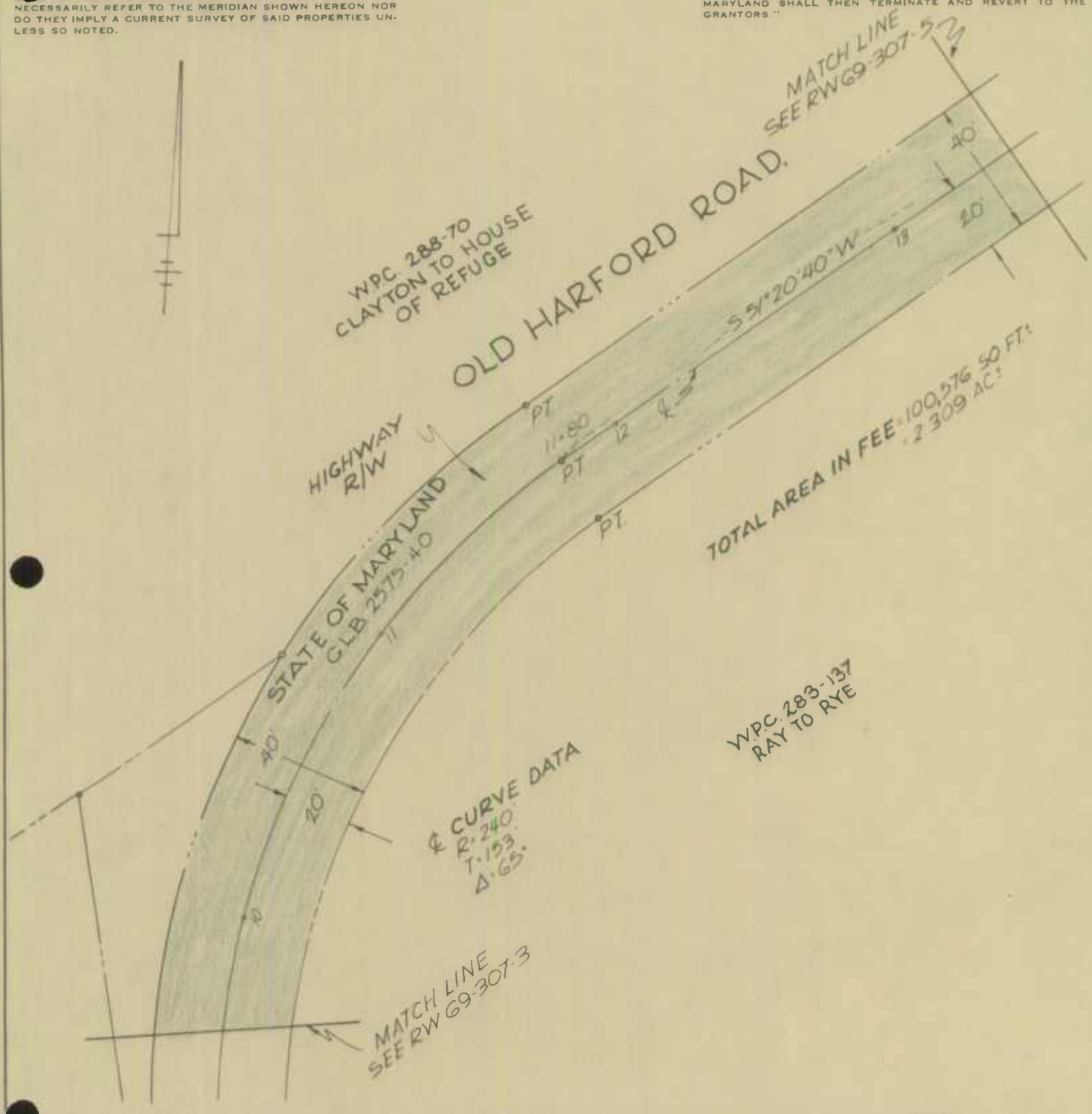

BALTIMORE COUNTY — DEPARTMENT OF PUBLIC WORKS — BUREAU OF LAND ACQUISITION

SCALE: 1"=40'	SHEET 4 OF 8	PLAT TO ACCOMPANY ACQUISTION OF	DISTRICT NO. 9
CONSULTING ENGINEER OR SURVEYOR DATE ____ REG. NO. ____		HIGHWAY R/W	POSITION SHEET NO.
APPROVED Albert D. Kaltenbach ROADS ENGINEER DATE 2/25/70		AREA TO BE ACQUIRED; EXISTING COUNTY R W; SLOPE AREA; AREA TO BE RELEASED; TEMPORARY CONSTRUCTION AREA	CONSTRUCTION PLAN NO.
BUREAU OF LAND ACQUISITION APPROVED Ann M. Maynadier CHIEF DATE 2-25-1970		NO. / ACQUIRED FROM / RECORDED 1 2 3 4 5 6 7 8	FEDERAL PROJECT NO.
			MARYLAND PROJECT NO.
DIVISION OF DRAFTING APPROVED Edgar L. Mercer SUPERVISOR DATE 2-25-1970			B. C. JOB ORDER NO. 5-RW-425
DRAWN RON HOUCK	CHECKED CRW		RW 69-307-4

K & E CO. 17 0253 76975

(1) VERTICAL LETTERING DENOTES EXISTING PROPERTY LINES.

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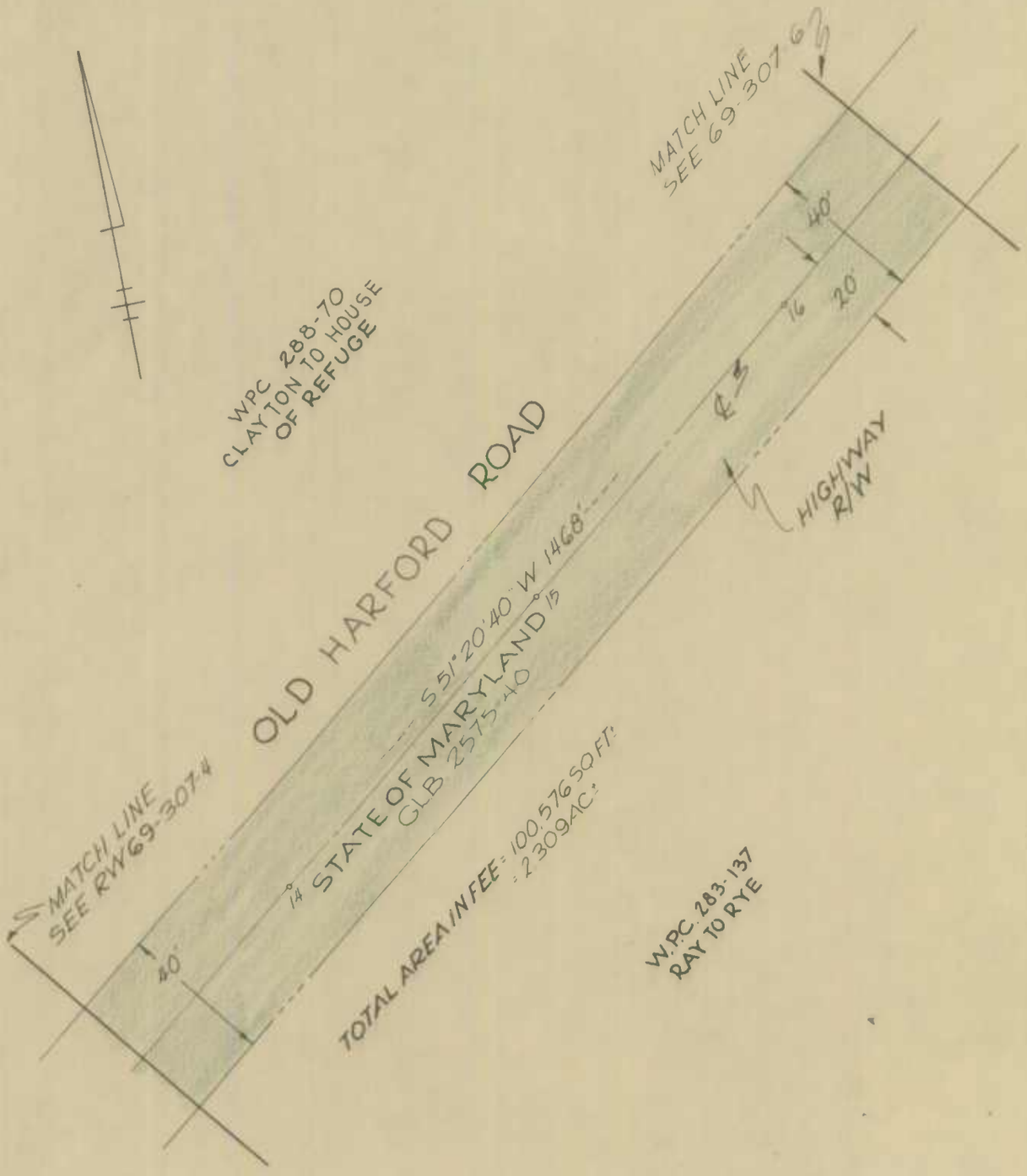

BALTIMORE COUNTY — DEPARTMENT OF PUBLIC WORKS — BUREAU OF LAND ACQUISITION

SCALE: 1" = 40'	SHEET 5 OF 8	PLAT TO ACCOMPANY ACQUISTION OF
		HIGHWAY R/W

DISTRICT NO. 9

POSITION SHEET NO.

CONSULTING ENGINEER OR SURVEYOR
DATE REG. NO.

APPROVED: Albert B. Zollenbach ROADS ENGINEER
DATE 2/25/70

BUREAU OF LAND ACQUISITION
APPROVED: Wm. M. Maynard CHIEF
DATE 2-25-1970

DIVISION OF DRAFTING
APPROVED: Edgar L. Merce SUPERVISOR
DATE 2-25-1970

DRAWN RON HOUCK — CHECKED Cbw

AREA TO BE ACQUIRED — EXISTING COUNTY R W
SLOPE AREA — AREA TO BE RELEASED
TEMPORARY CONSTRUCTION AREA

NO.	ACQUIRED FROM	RECORDED
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CONSTRUCTION PLAN NO.

FEDERAL PROJECT NO.

MARYLAND PROJECT NO.

B. C. JOB ORDER NO. 5-RW-425

RW 69-307-5

K & E CO. 17 0253 76978

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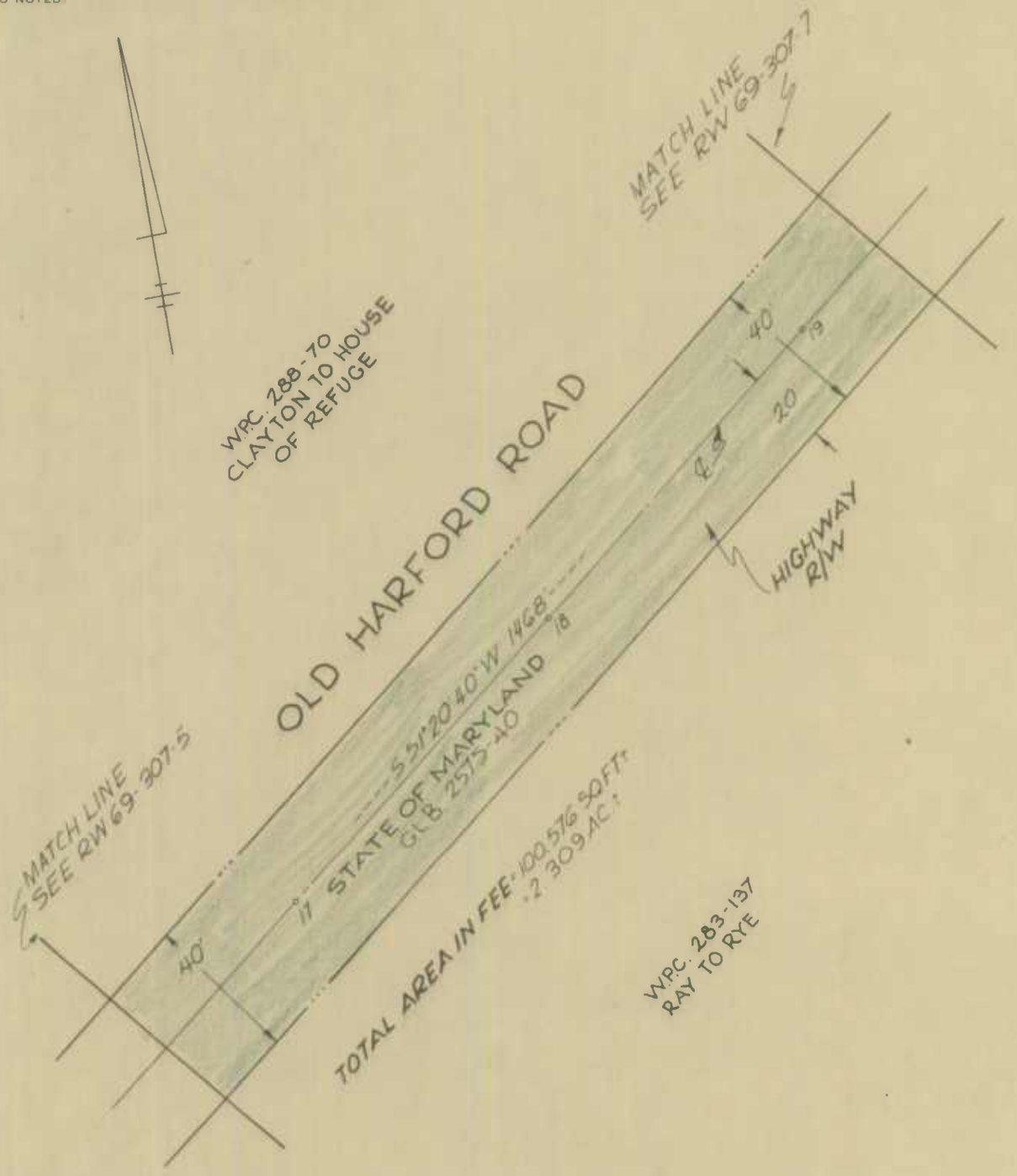

BALTIMORE COUNTY — DEPARTMENT OF PUBLIC WORKS — BUREAU OF LAND ACQUISITION

SCALE: 1"=40'	SHEET 6 OF 8	PLAT TO ACCOMPANY ACQUISTION OF	DISTRICT NO. 9
CONSULTING ENGINEER OR SURVEYOR DATE REG. NO.		HIGHWAY R/W	POSITION SHEET NO.
APPROVED Albert B. Zeltenbach ROADS ENGINEER DATE 2/25/70		AREA TO BE ACQUIRED; EXISTING COUNTY R W; SLOPE AREA; AREA TO BE RELEASED; TEMPORARY CONSTRUCTION AREA	CONSTRUCTION PLAN NO.
BUREAU OF LAND ACQUISITION APPROVED Chas. M. Maynadier CHIEF DATE 2-25-1970		NO. / ACQUIRED FROM / RECORDED	FEDERAL PROJECT NO.
DIVISION OF DRAFTING APPROVED Edgar L. Mercer SUPERVISOR DATE 2-25-1970		1 2 3 4 5 6 7 8	MARYLAND PROJECT NO. B. C. JOB ORDER NO. 3-RW-425
DRAWN RON HOUCK	CHECKED CEW		RW 69-307-6

K & E CO. 17 0253 76875

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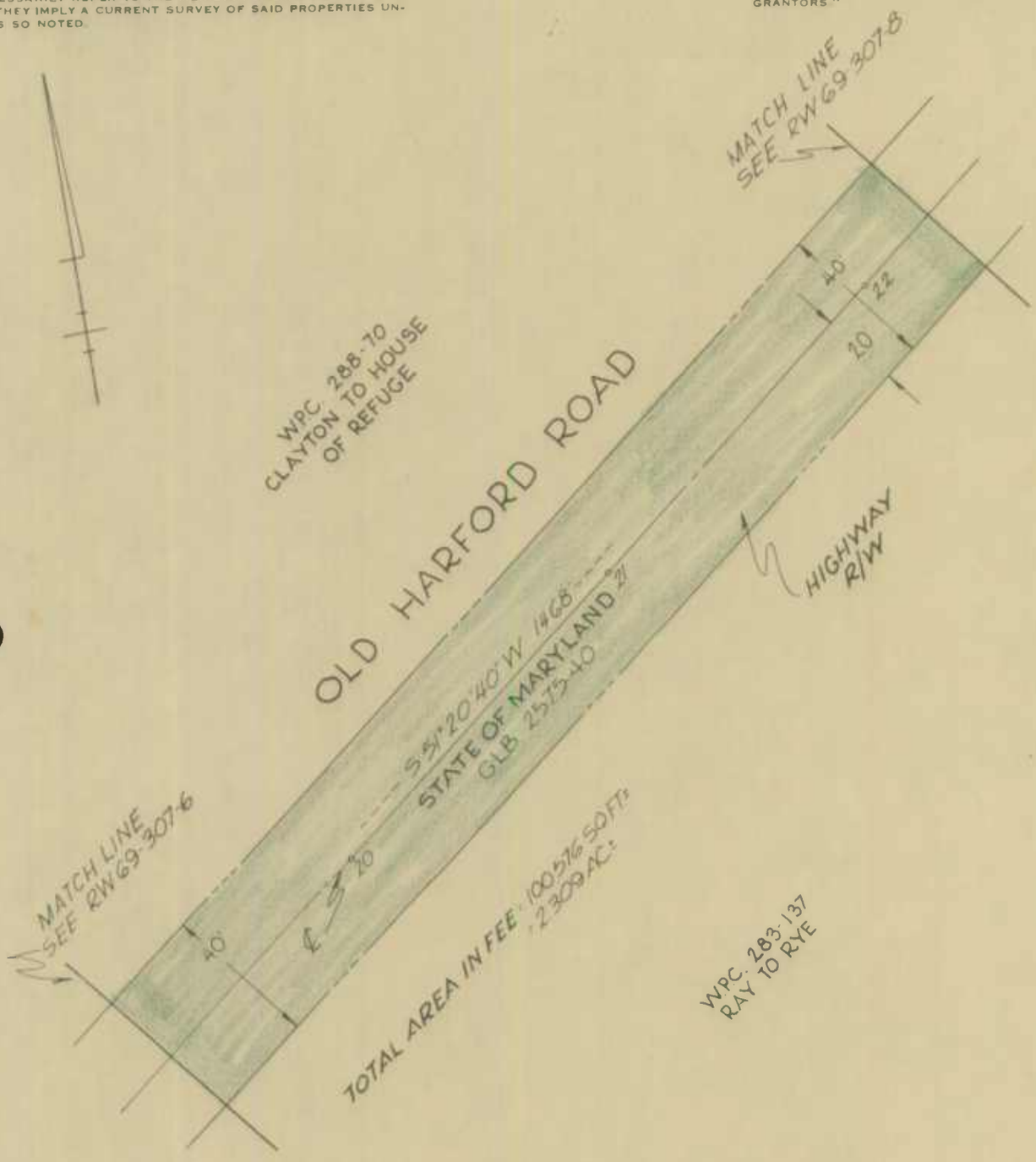

BALTIMORE COUNTY — DEPARTMENT OF PUBLIC WORKS — BUREAU OF LAND ACQUISITION

SCALE: 1"=40' | SHEET 7 OF 8

PLAT TO ACCOMPANY ACQUISTION OF

HIGHWAY R/W

DISTRICT NO. 9

POSITION SHEET NO.

CONSULTING ENGINEER OR SURVEYOR
DATE _____ REG. NO. _____

APPROVED Albert B. Zeltenbach ROADS ENGINEER
DATE 2/25/70

BUREAU OF LAND ACQUISITION
APPROVED Wm. M. Maynadier CHIEF
DATE 2-25-1970

DIVISION OF DRAFTING
APPROVED Edgar L. Merce SUPERVISOR
DATE 2-25-1970

DRAWN RON HOUCK | CHECKED CPW

AREA TO BE ACQUIRED
SLOPE AREA
TEMPORARY CONSTRUCTION AREA
EXISTING COUNTY R W
AREA TO BE RELEASED

NO.	ACQUIRED FROM	RECORDED
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CONSTRUCTION PLAN NO.

FEDERAL PROJECT NO.

MARYLAND PROJECT NO.

B. C. JOB ORDER NO. 5-RW-425

RW 69-307-7

K & E CO. 17 0253 76978

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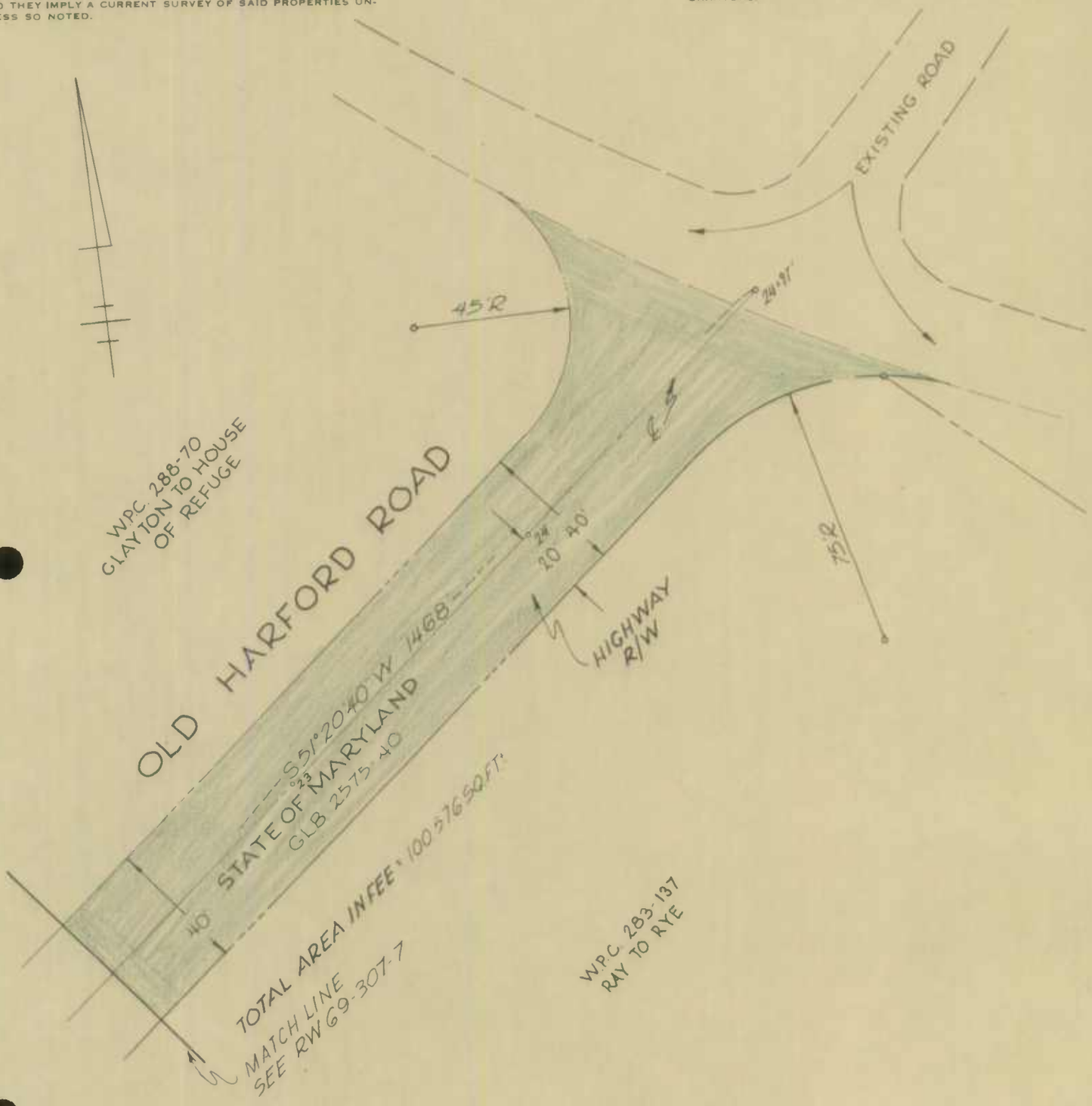

BALTIMORE COUNTY — DEPARTMENT OF PUBLIC WORKS — BUREAU OF LAND ACQUISITION

SCALE: 1" = 40' SHEET 8 OF 8	PLAT TO ACCOMPANY ACQUISTION OF	DISTRICT NO. 9
CONSULTING ENGINEER OR SURVEYOR DATE REG NO.	HIGHWAY R/W	POSITION SHEET NO.
APPROVED Albert W. Zeltenbach ROADS ENGINEER DATE 2/25/70	AREA TO BE ACQUIRED; EXISTING COUNTY R W; SLOPE AREA; AREA TO BE RELEASED; TEMPORARY CONSTRUCTION AREA	CONSTRUCTION PLAN NO.
BUREAU OF LAND ACQUISITION APPROVED CHIEF DATE 2-25-1970		FEDERAL PROJECT NO.
DIVISION OF DRAFTING APPROVED Edgar L. Merce SUPERVISOR DATE 2-25-1970		MARYLAND PROJECT NO.
DRAWN RON HOUCK CHECKED C.R.W.		B. C. JOB ORDER NO. 5-RW-425
		RW 69-307-8

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K & E CO. 17 0253 76876

AGREEMENT

THIS AGREEMENT, made this 26th day of September, 1972, by and between the State of Maryland, Department of Natural Resources (Park Service) hereinafter referred to as "STATE" and Baltimore County, Maryland, a municipal corporation, hereinafter referred to as "COUNTY".

WHEREAS, COUNTY acquired certain rights and obligation for maintenance of certain roads, as more particularly hereinafter described, in Baltimore County, Maryland, a description of said roads being recorded in County District Book 13, Folio 30.

WHEREAS, STATE AND COUNTY both believe it would be for the best interest of the public for said roads to be operated and maintained by STATE:

WITNESSETH, in consideration of the sum of one dollar ($1.00) paid by STATE TO COUNTY, receipt of which is hereby acknowledged, COUNTY does hereby transfer unto STATE all its right, title, and interest in and to those certain roads as more particularly hereinafter described and STATE agrees to operate and maintain said roads as it deems to the best interest of the STATE.

1. Gun Road, south from the Baltimore and Ohio Railroad tracks to the Patapsco River, including the site of the Gun Road Bridge between Baltimore and Howard Counties to its junction with Gun Road in Howard County, now operated and maintained by STATE. WAS CO. 3095 NOW SR 7-85

2. Glenartney Road, west from Gun Road approximately .39 mile to the junction with Glenartney Road now operated and maintained by STATE. WAS CO 3093 NOW SR 7-83

3. River Road, east from Gun Road to Sutton Avenue, as now operated and maintained by COUNTY.

WAS CO. 3092 NOW SR 7-84

Co 3092 -
Co 3093 -
Co 3095 -

All of said roads being located in Election District No. 1 of Baltimore County, Maryland.

WITNESSETH THE HANDS AND SEALS of the parties hereto on the day and year above written.

WITNESS:

BALTIMORE COUNTY, MARYLAND

By (SEAL)
Dale Anderson, County Executive

MARYLAND PARK SERVICE

By (SEAL)
William A. Parr, Director

DEPARTMENT OF NATURAL RESOURCES

By (SEAL)
Thomas C. Andrews
Administrative Officer

STATE OF MARYLAND
COUNTY OF Baltimore

I hereby certify that on this 26 day of September 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dale Anderson who acknowledged the aforegoing Agreement to be the act and deed of Baltimore County of the State of Maryland.

Notary Public

My commission expires July 1974

STATE OF MARYLAND
COUNTY OF Anne Arundel

I hereby certify that on this 3rd day of October 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William A. Parr of the Maryland Park Service and acknowledged the aforegoing Agreement to be the act and deed of the Maryland Park Service.

Notary Public

My commission expires July 1, 1974

STATE OF MARYLAND
COUNTY OF Anne Arundel

I hereby certify that on this 17th day of October, 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas C. Andrews of the Department of Natural Resources and acknowledged the aforegoing Agreement to be the act and deed of the Department of Natural Resources of the State of Maryland.

Hilda M. Sears
Notary Public

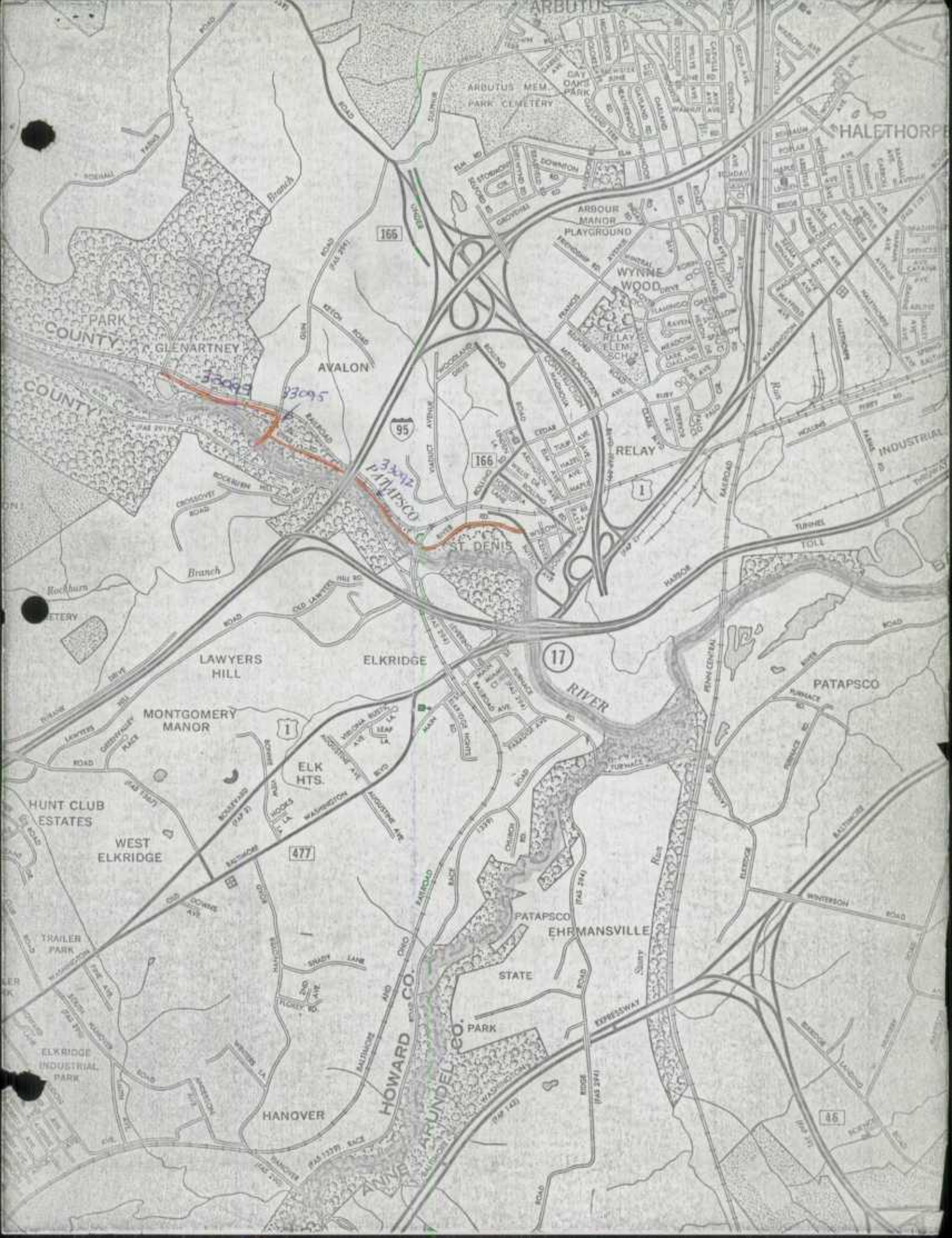
My commission expires July 1, 1974

Approved as to form:

Assistant County Solicitor

Approved as to form and legal sufficiency
this _____ day of _____

Special Asst. Attorney General


ARBUTUS
ARBUTUS MEM. PARK CEMETERY
OAK PARK
HALETHORPE
ARBOUR MANOR PLAYGROUND
WYNNE WOOD
RELAY ELEM. SCH.
RELAY
INDUSTRIAL
PARK COUNTY
GLENARTNEY
COUNTY
AVALON
33095
33095
33092
PATAPSCO
ST. DENIS
LAWYERS HILL
ELKRIDGE
MONTGOMERY MANOR
ELK HTS.
HUNT CLUB ESTATES
WEST ELKRIDGE
TRAILER PARK
ELKRIDGE INDUSTRIAL PARK
HANOVER
HOWARD CO.
ANNE ARUNDEL CO.
PATAPSCO
EHRMANSVILLE
STATE
PARK
RIVER
PATAPSCO
166
95
166
1
17
1
477
46

MATTHEWS BRIDGE REPLACEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of AUG 2 1972, 1972, by and between the STATE HIGHWAY ADMINISTRATION of the Maryland Department of Transportation (hereinafter "Administration"), and the COUNTY EXECUTIVE AND COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND (hereinafter "County"), and the MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND (hereinafter "City").

THIS AGREEMENT proceeds upon the following mutual understandings among the parties hereto:

A. Chapter 214 of the Laws of Maryland of 1908 was enacted by the General Assembly to empower the City to establish a Reservoir in the valley of the Gunpowder River in Baltimore County. The Reservoir was so established and is known as the Loch Raven Reservoir.

B. Pursuant to Chapter 214, an agreement dated May 1, 1913 was entered into between the Mayor and City Council of Baltimore and the County Commissioners of Baltimore County sitting as the Highway's Commission of Baltimore County as to Bridges and Roads. The agreement recited that the establishment of the Reservoir would render impassable the Meredith Ford Bridge and a portion of what is now known as the Dulaney Valley Road and the City agreed to construct a new bridge in place of the Meredith Ford Bridge and to maintain the new bridge in accordance with Chapter 214. The new bridge was constructed and has become known as the Matthews Bridge which provides a crossing for Maryland Route 146 (Dulaney Valley Road) over Loch Raven Reservoir.

C. The passage of time and the increasing development of the area served by the Matthews Bridge has caused deterioration to such a degree that for the public welfare it has been necessary to limit the weight of vehicles which can cross the bridge.

53686

D. The weight limitations on permissible vehicle crossings have affected school buses, fire engines, oil trucks and similar heavy vehicles, hampering the delivery of vital services to the residents of the area served by the Matthews Bridge.

E. The parties hereto desire the replacement of the Matthews Bridge with a structure which can provide adequate service to those presently deprived of such service by reason of the current weight limitations necessitated for the protection of the public welfare.

F. To replace the present bridge and maintain traffic, the replacement facility must be constructed on a new location, requiring the realignment and reconstruction of both the north and south approaches to the structure.

G. The City, owner of the realty on which such new structure and part of the approaches would have to be located, and obligee under the prior agreement described in B above to maintain the existing bridge structure, does not have available the necessary funds to perform the work which all agree needs to be performed.

H. The work to be performed consists of the construction of a new bridge to replace the existing Matthews Bridge on an alignment to the Southeast of the existing bridge as an initial two (2) lane facility with provisions for expansion to an ultimate four (4) lane facility and the removal of the existing bridge, and relocation of approximately Twenty-Nine Hundred (2,900) feet of approaches to the South of the bridge and relocation of approximately Sixty-Five Hundred (6,500) feet of approaches North of the bridge and an easterly extension of Bosley Road to a connection with the relocated southerly approach to the bridge. Approaches will initially be constructed as a two (2) lane roadway within a right of way sufficient for an ultimate four (4) lane dual highway.

I. The Administration has jurisdiction over the presently-existing South approaches, the City has jurisdiction over the existing bridge structure, and the Administration, City and County each have jurisdiction over sections of the presently-existing North approach, and it being the consensus of the parties that something must be done, the parties recognize the need to cooperate in order that it might be done.

UPON THE FOREGOING UNDERSTANDINGS, THE PARTIES HERETO DO HEREBY MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. A replacement bridge facility over Loch Raven Reservoir and the North and South approaches to the bridge shall be built by the Administration in accordance with the alignment shown on the sketch map (Exhibit A) attached hereto as part hereof.

2. The replacement bridge facility and approaches agreed to be built under paragraph 1 above shall be maintained by the Administration upon completion of construction.

3. The City agrees to furnish to the Administration, without cost, final plans and specifications for construction of the replacement bridge as an initial two (2) lane facility, together with such plans, plats and studies as have been prepared for the relocated approach roads and shall upon demand of the Administration deed to the Administration all land and estates in land required by the Administration as right of way needed or required by the Administration in the performance of its obligations under paragraphs 1 and 2 above to the extent City owns said land, more specifically the right of way for an ultimate four (4) lane dual facility beginning on existing Dulaney Valley Road (Md. 146) south of the bridge at Station 100+, and continuing to the limits of the City property North of the bridge at Station 169+ and including the right

of way for the extension of Bosley Road, all as shown on the sketch map (Exhibit A) attached hereto. Such deed shall convey the required land in fee and without encumbrance, and shall warrant the title conveyed thereby. Further, the City shall convey to the Administration on the date of the opening to public traffic of the new bridge facility required to be constructed under paragraph 1 above all of its right, title and interest in the existing structure, the present Matthews Bridge, upon the tender of $1.00 as full payment therefor. The City hereby promises and agrees that it will not do or suffer to be done any act or thing which would decrease the monetary salvage value of or lessen the present transportation utility of the structure of the existing Matthews Bridge between the date of the execution hereof and the date of transfer to the Administration as provided herein; PROVIDED, however, that the City and Administration may, with the consent of the County, on a date after the execution hereof but prior to the date of the opening to public traffic of the new bridge, agree that the conveyance of the existing bridge structure (Matthews Bridge) shall take place on an earlier date, in which case all obligations of the City with regard to the same existing bridge arising from this paragraph shall cease as of the date of the actual conveyance and transfer. The City and the County agree that they will furnish without cost to the Administration all permits and/or authorities which may be required by any of their Agencies, Departments or Commissions for the construction of the replacement bridge and approaches over, across or through the Loch Raven Reservoir lake and property, including, but not limited to, any health and environmental permits, approvals or clearances.

Concurrent with the opening to traffic and acceptance by the Administration for maintenance of the relocated bridge and approaches the Administration shall deed to the City all right, title and interest in the existing south approach to the existing bridge (Station 100+ to south end of existing bridge) and the City shall thereafter have full responsibility for maintenance of said approach. The Administration and the City shall at the same time deed to Baltimore County all right, title and interest they may have in sections of the existing north approach to the existing bridge (north end of existing bridge to Station 205+) and the County shall thereafter have full responsibility for maintenance of said approach.

4. The County shall pay to the Administration the sum of One-Million-Two-Hundred-Thousand Dollars ($1,200,000.00) toward the costs of the substructure of the bridge facility which the Administration is obligated to build under paragraph 1, above; such sum shall be payable upon demand of the Administration, but in no event shall demand therefor be made on a date prior to the date of the opening of bids solicited by the Administration for the construction of the substructure.

IN CONSIDERATION OF AND FOR the foregoing mutual promises and covenants made and given and obligations undertaken, each of the parties hereto do pay unto each other party the sum of One Dollar ($1.00), the receipt of all of which sums by all parties is hereby acknowledged and, IN WITNESS WHEREOF, the parties

have executed this Agreement as of the day and year first above written.

(SEAL)

WITNESS

STATE HIGHWAY ADMINISTRATION

By: _____
David H. Fisher
Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

(SEAL)

Herbert C. White
WITNESS Assistant Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE CITY

X By: _____
William Donald Schaefer
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Deputy City Solicitor

APPROVED BY THE BOARD OF ESTIMATES THIS _____ DAY OF AUG 2 1972, 1972

Richard A. Fahey
~~Secretary~~ Clerk

(SEAL)

WITNESS

for COUNTY EXECUTIVE OF BALTIMORE COUNTY, MARYLAND

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Asst. County Solicitor

(SEAL)

Virginia L. Packard
WITNESS

MARYLAND DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
Harry R. Hughes
Secretary
Department of Transportation of Maryland

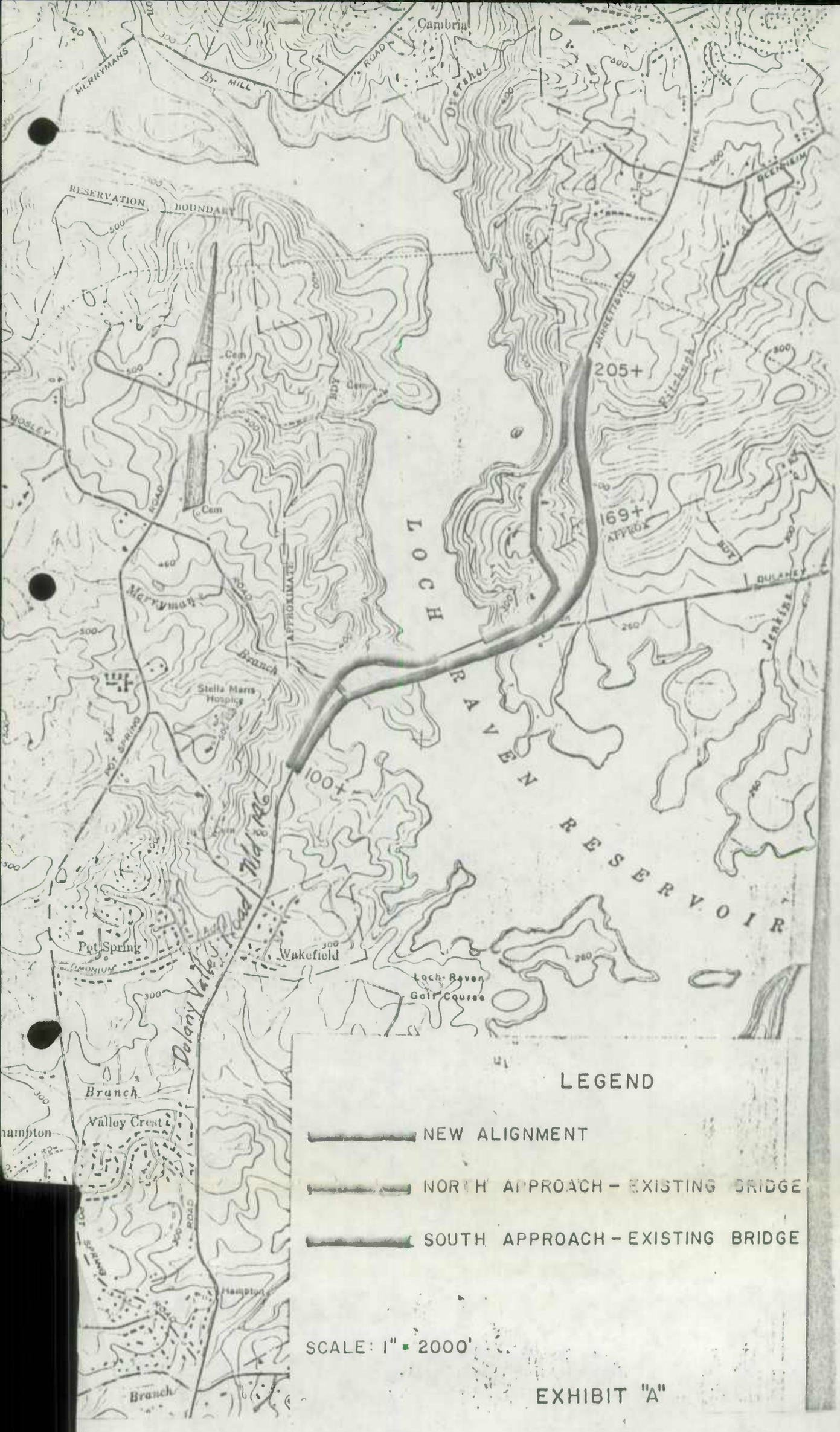

Cambria
Br. MILL
ROAD
Overshot
MERRYMANS
RESERVATION BOUNDARY
Cem
Bdy Cem
DOSLEY
ROAD
Merryman
Branch
APPROXIMATE
Stella Maris Hospice
POT SPRING
Old Rte
Delany Valley Road
Pot Spring
Wakefield
Loch Raven Golf Course
LOCH RAVEN RESERVOIR
205+
169+
100+
JARRETTSVILLE
Pilgrim
BOSTON
DULANEY
JENKINS
BEECHWOOD
PIKE
Branch
Valley Crest
Hampton
Branch
LEGEND
NEW ALIGNMENT
NORTH APPROACH - EXISTING BRIDGE
SOUTH APPROACH - EXISTING BRIDGE
SCALE: 1" = 2000'

EXHIBIT "A"

June 16, 1972

Request by B G & E for Utility
Easement in a Portion of Old
Frederick Road to be Closed
by Baltimore County
File No.: 38159

State Highway Administration
Baltimore, Maryland

Gentlemen:

Quality Courts Motel, Inc. has petitioned Baltimore County to close a portion of Old Frederick Road. This closing involves an area of Old Frederick Road in Baltimore County at the intersection of Calverton Street and consists of approximately 0.327 acres. I have been informed by George Cassell that the portion of Old Frederick Road that Baltimore County has been requested to close was never a part of the State Highway system. Despite this, we probably have some rights in this area and the Baltimore Gas and Electric Company has requested that we quitclaim to them a perpetual easement. This request by B G & E is necessary to protect the facilities which B G & E has had in this area for many years.

Attached please find an original and copy of a deed of perpetual easement which will convey to B G & E the requested area and enable them to protect their facilities. No consideration is involved in this transaction. Eli Baer of our legal staff has approved the deed as to form and legal sufficiency.

Approval by the Administration and the Board of Public Works is recommended. When executed, please return the deed to the writer so that it can be transmitted to the B G & E Company.

Very truly yours,

[ORIGINAL SIGNED BY]
RICHARD H. TRAINOR

Richard H. Trainor, Chief
Right of Way Division

RHT:HBF:sbn
Enclosure
cc: Mr. George W. Cassell

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
THURSDAY, JUNE 8, 1972

Administrator Fisher executed duplicate copies of agreement dated June 8, 1972, between Baltimore County, Maryland, and the State Highway Administration, relative to transfer by the County to the State for maintenance purposes as part of the State Highway System, the following described bridge, subject to the conditions more fully set forth in the agreement:

> Bridge No. 3250 Southbound and its approaches carrying southbound Md. 781 over the Baltimore and Ohio Railroad near Golden Ring Road.

Said agreement had previously been executed by Baltimore County, approved as to form and legal sufficiency by Administrative Special Attorney Sfekas and approved by Chief Engineer Woodford.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. W. K. Lee III
Mr. W. L. Shook
Mr. H. J. Pistel
Mr. R. H. Trainor
Mr. E. J. Dougherty
Mr. H. H. Bowers
Mr. G. W. Cassell
Mr. Charles Lee
Mr. P. S. Jaworski
Miss D. J. Sinners
Baltimore County Council
Secretary's File
SHA-Baltimore County File

THIS AGREEMENT made this 8TH day of JUNE, 1972 by and between Baltimore County, Maryland, hereinafter referred to as "County" party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "State Highway Administration", party of the second part, and

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

WHEREAS, the County, party of the first part, has agreed to transfer the following bridge to the State Highway Administration, party of the second part, and the State Highway Administration has agreed to accept same for maintenance purposes, as part of the State Highway System.

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

> The bridge and its approaches carrying southbound Md. 781 over the Baltimore and Ohio Railroad near Golden Ring Road. This bridge was constructed under contract number B-696-1-415 limit of work station 0+00 to 14+00, (Bridge No. 3250 Southbound).

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

1. The effective date for the transfer of this bridge is upon complete approval and execution of this agreement.

2. The aforegoing bridge will be excluded from the inventory beginning December 1, ~~1972.~~ 1972 WEF

3. The basis for the allocation of funds will exclude the bridge in the allocation to Baltimore County beginning July 1, ~~1973~~ 1973 JRS

4. The transfer of said bridge is made on an "As-Is-Basis" which pertains to the existing rights-of-way and to the existing condition of the bridge involved.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By _____
State Highway Administrator

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

APPROVED:

_____
Chief Engineer

_____
Administrative Special Attorney

BALTIMORE COUNTY, MARYLAND

ATTEST:

_____ 10-26-71
County Executive

_____
Secretary to County Executive

Approved as to form and legal sufficiency this _____ day of _____, 1971.

RECOMMENDED FOR APPROVAL:

_____
Director of Public Works

_____
Counsel to County Council of Baltimore County

Approved as to Form and Legal Sufficiency

_____
Assistant County Solicitor

_____
Assistant County Solicitor

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
MONDAY, JANUARY 17, 1972

* * *

Administrator Fisher approved a recommendation of Chief Eng
Woodford assigning Maryland Route Numbers to the Baltimore Outer Harb
Crossing and approaches, Patapsco, Windlass and Southeast Freeways as follows:

MD 95 1. I-695 (Beltway) from its junction with Baltimore-Washington Expressway east and north via Baltimore Outer Harbor Crossing, Patapsco Freeway and Windlass Freeway to the Junction of I-95 and I-695 northeast of Baltimore City is designated as Maryland Route 695. Concurrently, that section of I-695 (Beltway) from the Baltimore-Washington Expressway easterly to Glen Burnie Bypass (Md. 3) is designated as Maryland Route 3. Also concurrently, that section of Windlass Freeway from Patapsco Freeway northeasterly to Southeast Freeway is designated as Maryland Route 149 (Red section of attached map).

MD 3

MD 149

2. Southeast Freeway, from its junction with Windlass Freeway, southeasterly to Old Eastern Avenue is designated as Maryland Route 702 (Purple section of attached map).

3. The remaining sections of Windlass Freeway, southwesterly from junction with Patapsco Freeway and northeasterly from junction with Southeast Freeway, are designated as Maryland Route 149 (Yellow section of attached map).

Copy: Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. C. P. Hyatt
Mr. L. E. McCarl
Mr. G. W. Cassell
Office of Finance
Mr. A. W. Tate
Mr. H. J. Pistel
Mr. T. Hicks
Mr. E. J. Dougherty
SHA-Name Designations file
SHA-Anne Arundel County file
SHA-Baltimore County file

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
MONDAY, JANUARY 17, 1972

* * *

Administrator Fisher approved a recommendation of Chief Engineer Woodford assigning Maryland Route Numbers to the Baltimore Outer Harbor Crossing and approaches, Patapsco, Windlass and Southeast Freeways as follows:

MD 95 1. I-695 (Beltway) from its junction with Baltimore-Washington Expressway east and north via Baltimore Outer Harbor Crossing, Patapsco Freeway and Windlass Freeway to the Junction of I-95 and I-695 northeast of Baltimore City is designated as Maryland Route 695. Concurrently, that section of I-695 (Beltway) from the Baltimore-Washington Expressway easterly to Glen Burnie Bypass (Md. 3) is designated as Maryland Route 3. Also concurrently, that section of Windlass Freeway from Patapsco Freeway northeasterly to Southeast Freeway is designated as Maryland Route 149 (Red section of attached map).

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Copy: Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. C. P. Hyatt
Mr. L. E. McCarl
Mr. G. W. Cassell
Office of Finance
Mr. A. W. Tate
Mr. H. J. Pistel
Mr. T. Hicks
Mr. E. J. Dougherty
SHA-Name Designations file
SHA-Anne Arundel County file
SHA-Baltimore County file

January 19, 1972

Mr. Clyde P. Hyatt
Planning and Safety Division

Md. 526-A
Control Section 3-131

Mr. C. E. Hesson
Highway Asst. District Engineer

Several months ago I spoke to you advising that the subject road should no longer appear in the State Highway Administration inventory. Attached please find a copy of the quitclaim deed and Inter departmental Memo dated June 28, 1967 from Mr. R. D. Wooten to Mr. A. W. Smith transferring this property to Jacob Von Gunten and Diana Von Gunten his wife.

CEH:aus

att/

Original Signed By
CHARLES E. HESSON

No. 44347

CIAL DEED FROM STATE ROADS COMMISSION & BOARD OF PUBLIC WORKS

CIAL RECITAL DEED—FORM RW 26-D (Amended 2/1/67) (1) No 44347 R/W Div. Item No. 11058 11059 Z-260

Md 526-A

This Deed, Made this 17TH day of APRIL, in the year 1967, and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and Spiro T. Agnew, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland and John A. Luetkemeyer, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part; hereinafter sometimes called the "GRANTORS"; and

Jacob von Gunten and Diana von Gunten, his wife,

party(ies) of the third part, hereinafter sometimes called the "GRANTEE(S)".

WHEREAS, by a certain deed dated May 20, 1915 and recorded among the Land Records of Baltimore County in Liber W. P. C. #431, folio #587, the President, Managers and Company of the Baltimore and Reisterstown Turnpike Road did grant, convey, assign, release and quitclaim unto the State Roads Commission, acting for and on behalf of the State of Maryland, all its right, title, interest and estate whatsoever, both at law and in equity, in, to and over

INTERDEPARTMENTAL MEMORANDUM

STATE ROADS COMMISSION
300 W. PRESTON STREET
BALTIMORE MARYLAND 21201

Secretary's File No. 44347

TO Mr. Austin W. Smith FROM R. D. Wooten DATE June 28, 1967

Re: Contract B 450 & C1-250
Daniel D. F. Yellott Property - Item No. 11058
Winifred A. Smith Estate, Item No. 11059

In order to complete your records, you are advised that the deed executed by the Commissioner of the Board of Public Works, to Jacob Von Gunten, was recorded among the Land Records of Baltimore County in Liber OTG 4770, Folio 314.

R. D. W.

RDW:ab

Turnpike Road and the Newly Relocated Reisterstown Road and have subsequently acquired title to the 100 acre parcel of land lying to the east of the old Turnpike Road and to the north of the County Fair Inn property, and

WHEREAS, the said parties of the third part have now requested the State Roads Commission and the State of Maryland to abandon and quitclaim to them that portion of the old Turnpike Road which lies to the north of the County Fair Inn property, and

WHEREAS, the Engineering Division of the State Roads Commission has made a study of the area and has determined that there is no basis or need for the retention of the part of the old Turnpike Road north of the County Fair Inn property for future use in improving the state highway system, and

WHEREAS, the State Roads Commission, on the basis of said engineering study, is willing to abandon and quitclaim unto the parties of the third part that portion of the old Turnpike Road which is no longer necessary to be retained by the state for the construction, operation,

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
MONDAY, DECEMBER 21, 1970
* * *

Chairman-Director Fisher executed triplicate copies of agreement dated November 24, 1970, between The Northern Central Railway Company; George P. Baker, Richard C. Bond, Jervis Langdon, Jr., and Willard Wirtz, Trustees of the property of Penn Central Transportation Company, for itself and as lessee of the aforesaid Company; and the State Roads Commission wherein the Railroad grants unto the Commission, at its sole cost and expense, the right to construct and maintain over and across its track and right of way, a new highway bridge carrying directional Ramp 'C' for southbound traffic from the Baltimore-Harrisburg Expressway (I-83) to the eastbound roadway of the Baltimore Beltway (I-695), in connection with the improvement of the interchange between the Baltimore Beltway and the Baltimore-Harrisburg Expressway, in Baltimore County, Contract B-578-97-102-472, subject to the conditions more fully set forth therein.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Office of Planning & Safety
Office of Special Services
Mr. W. L. Shook
Mr. A. L. Grubb
Mr. H. H. Bowers
Mr. P. R. Miller
Mr. H. J. Pistel
Mr. M. M. Brodsky
Mr. W. B. Duckett
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. R. E. Jones
Mr. E. K. Lloyd
Mr. H. B. Felter
Secretary's File
SRC-Baltimore County file
Contract B-578-97-102-472

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
MONDAY, OCTOBER 26, 1970

* * *

Chairman-Director Fisher executed triplicate copies of agreement dated September 22, 1970, between The Philadelphia, Baltimore and Washington Railroad Company, the Penn Central Transportation Company for itself and as lessee of the aforesaid Company, and the State Roads Commission, wherein the Railroad grants the Commission, at its sole cost and expense, the right to enter upon its property to construct the proposed new entrance and service road from Morse Avenue to the Railroad's Wise Avenue Yard Facilities to replace existing access road which will be severed by the construction of the Patapsco Freeway, in Baltimore County, Contract B-811-49-471, subject to the conditions more fully set forth therein.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Office of Planning & Safety
Office of Special Services
Mr. W. L. Shook
Mr. A. L. Grubb
Mr. H. H. Bowers
Mr. P. R. Miller
Mr. H. J. Pistel
Mr. M. M. Brodsky
Mr. W. B. Duckett
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. R. E. Jones
Mr. E. K. Lloyd
Mr. H. B. Felter
Secretary's File
SRC-Baltimore County File
Contract B-811-49-471

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H FISHER
MONDAY, JULY 27, 1970

* * *

Chairman-Director Fisher executed duplicate copies of agreement dated July 27, 1970, between The Baltimore and Ohio Railroad Company and the State Roads Commission, wherein the Railroad grants the Commission the right to construct and maintain over and above its tracks and property dual highway bridges at Highway Station 143+87± (Railroad Station 733+44±) near Relay, Maryland, in connection with the Commission's construction of a new highway, the Metropolitan Boulevard, from south of Wilkens Avenue to U.S.1, Baltimore County, Contract B-735-4-426, subject to the conditions more fully set forth therein.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Office of Planning & Safety
Mr. M. D. Philpot
Mr. W. L. Shook
Mr. A. L. Grubb
Mr. H. H. Bowers
Mr. P. R. Miller
Mr. H. J. Pistel
Mr. M. M. Brodsky
Mr. W. B. Duckett
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Mr. H. B. Felter
Secretary's File
SRC-Baltimore County
Contract B-735-4-426

November 2, 1971

Mr. Albert B. Kaltenbach, Director
Department of Public Works
Baltimore County
County Office Building
Towson, Maryland 21204

Dear Mr. Kaltenbach:

This will acknowledge your letter of October 28, 1971 indicating acceptance for maintenance by Baltimore County of roads constructed under Contracts B-332-5-41 and B-726-4-7-172 and referred to in the Agreement of July 7, 1970.

By copy of this letter to Mr. Walter E. Woodford, Jr., Chief Engineer, I am requesting that he make arrangements for obtaining and delivering to your office the polyester reproductions of "as built" plans of each of the subject roads.

Our Bureau of Highway Statistics is also being advised of this acceptance in order that their inventory records can be adjusted accordingly.

Very truly yours,

David H. Fisher

David H. Fisher
State Highway Administrator

DHFiccm

cc: Mr. W. E. Woodford - For follow-up action
Mr. H. C. Downs
Mr. L. E. McCarl
Mr. M. M. Drodaky
Mr. H. J. Pistel
Mr. W. L. Shook
Mr. T. Hicks
Mr. G. W. Cassell - For follow-up action
Mr. A. W. Smith

Sulphur Spring Rd

NOV 1 1971

Baltimore County
Department of Public Works
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204

ALBERT B. KALTENBACH, P.E.
DIRECTOR OF PUBLIC WORKS

THORNTON M. MOURING, P.E.
DEPUTY DIRECTOR

October 28, 1971

Mr. David H. Fisher
State Highway Administrator
300 West Preston Street
Baltimore, Maryland 21201

Re: Sulphur Spring Road

Dear Mr. Fisher:

Reference is made to the Agreement dated July 7, 1970 between Baltimore County and the State Roads Commission concerning the acceptance for maintenance by Baltimore County of roads constructed under Contracts B 332-5-415 and B 725-4-7-472.

A joint inspection has been conducted by the Baltimore County Bureau of Highways and the Baltimore County Department of Traffic Engineering. This inspection reveals that the subject roads are completed and satisfactory for acceptance by Baltimore County.

It is requested that polyester reproductions of "as built" plans of each of the subject roads be furnished Baltimore County in accordance with condition Number 5 of the aforementioned Agreement.

Very truly yours,

Albert B. Kaltenbach

Albert B. Kaltenbach
Director, Department of Public Works

ABK:AFJ:em

CC: Mr. Thornton M. Mouring, Mr. Joseph A. Baldwin, Mr. Eugene Clifford, Mr. Ellsworth N. Diver, Mr. Lyle F. Liebno, Mr. Harry J. Pistel, Mr. Samuel P. Johnson, File: Sulphur Spring Road

St. to County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
TUESDAY, JULY 7, 1970
* * *

Chairman-Director Fisher executed duplicate copies of agreement dated July 7, 1970, between the State Roads Commission and Baltimore County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement:

B-725-7 Keech Road 3094 (New) Co.5423

B-332-5 Sulphur Spring Road

B-725-4
- Relocated Sulphur Spring Road
- Benson Avenue 3022
- Dewitt Road 3028
- Service Road 'A'
- Service Road 'B'
- Sulphur Spring Road Connection
- Woodside Avenue 3166
- Potomac Avenue 3150

Said agreement had previously been executed by Baltimore County, approved as to form and legal sufficiency by Special Attorney Robers and approved by Chief Engineer Woodford.

Copy: Mr. W. E. Woodford, Jr.
Mr. C. W. Reese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. H. J. Pistel
Mr. W. L. Shook
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. Charles Lee
Miss D. J. Sinners
Co. Commrs. of Baltimore County
Secretary's File
SRC-Baltimore County file

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
FRIDAY, NOVEMBER 5, 1971

* * *

Administrator Fisher executed and accepted letter agreement dated September 21, 1971, previously executed by W. E. Fornoff and Albert B. Kaltenbach on behalf of Baltimore County, whereby the County releases the road indentified as "Service Road B" from the legal effects of agreement dated July 7, 1970 between the State Roads Commission and Baltimore County.

Copy: Mr. W. E. Woodford, Jr. (w/encl)
Mr. C. W. Reese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. H. J. Pistel
Mr. W. L. Shook
Mr. C. E. Wyant, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. Charles Lee
Miss D. J. Sinners
Secretary's File 51128
SHA-Baltimore County file

BALTIMORE COUNTY, MARYLAND
ADMINISTRATIVE OFFICE
TOWSON, MARYLAND 21204

WILLIAM E. DORNOFF
COUNTY ADMINISTRATIVE OFFICER

September 21, 1971

Project B 725-1 (8)
Former Lillian Reynold Property
Item No. 51854
Former Earl Hood Property
Item No. 51855
Former John Beyer Property
Item No. 51850
Agreement by and between the State Roads
Commission of Maryland and Baltimore County,
Maryland dated July 7, 1970

Mr. Robert S. Bennett, Chief
Property Management Section
Right of Way Division
State Highway Administration
300 West Preston Street
Baltimore, Maryland 21201

Dear Mr. Bennett:

In reply to your letter of August 31, 1971, requesting that "Service Road "B" be released from the Agreement dated July 7, 1970 between the State Roads Commission and Baltimore County, Maryland, I am enclosing herewith the letter releasing the aforementioned "Service Road "B".

Very truly yours,

William E. Dornoff
County Administrative Officer

RECEIVED
NOV 11 1971
BUREAU OF
HIGHWAY STATISTICS

WEDornoff:JAL:vkm
Encl.

RECEIVED
SEP 23 1971
PROPERTY MANAGEMENT

BALTIMORE COUNTY, MARYLAND
ADMINISTRATIVE OFFICE
TOWSON, MARYLAND 21204

WILLIAM E. FORNOFF
COUNTY ADMINISTRATIVE OFFICER

September 21, 1971

Project R 725-1-442
Former Lillian McDaniel Property
Item No. 51851
Former Earl Hood Property - Item No. 51854
Former John Beyer Property - Item No. 51850
Agreement by and between the State Roads Commission of Maryland and Baltimore County, Maryland dated July 7, 1970

Mr. Robert S. Bennett, Chief
Property Management Section
Right of Way Division
State Highway Administration
300 West Preston Street
Baltimore, Maryland 21201

Dear Mr. Bennett:

Baltimore County, Maryland hereby releases the road identified as "Service Road 'B'" from the legal effect of the Agreement dated July 7, 1970 between the State Roads Commission of Maryland and Baltimore County, Maryland; retaining, however, all rights set forth in said Agreement which apply to all of the other roads contained therein.

APPROVED this 21st day of September, 1971

BY: Albert B. Kaltenbach
Albert B. Kaltenbach, Director
Department of Public Works

ATTEST:

BALTIMORE COUNTY, MARYLAND

BY: W. E. Fornoff 9-27-71
W. E. FORNOFF
County Administrative Officer

Approved as to form:

Approved as to legal sufficiency:

ATTEST:

STATE HIGHWAY ADMINISTRATION

BY:

Approved as to form and legal sufficiency
this day of , 1971

APPROVED:

Chief Engineer

Special Attorney

WEF:JAR:vkm

STATE HIGHWAY ADMINISTRATION

300 WEST PRESTON STREET
BALTIMORE, MD. 21201

(MAILING ADDRESS—P.O. BOX 717, BALTIMORE, MD. 21203)

Rolle: See me Clyde

August 31, 1971

Project B 725-1-442
Former Lillian McDaniel Property
Item No. 51851
Former Earl Hood Property
Item No. 51854
Former John Beyer Property
Item No. 51850
Agreement by and between the State Roads Commission of Maryland and Baltimore County dated Tuesday, July 7, 1970.

Mr. William E. Fornoff
Administrative Office
County Office Building
Towson, Maryland 21204

Dear Mr. Fornoff:

On May 27, 1970, you executed an agreement, copy of which is enclosed, where the state transferred 10 roads to Baltimore County, which the county had agreed to accept for maintenance purposes as part of the County highway system.

One of the roads known as "Service Road 'B'", is shown on page 2 of said agreement and shown outlined in red on plat 36524 which is also attached, herewith. This road was built to service the Lillian K. McDaniel Property. Since the time of construction of the road, Rhodes Inc., has acquired all the land on three sides of the road. The intent of the Rhodes Inc., is to remove said road and incorporate same in their holdings.

In order for the State Highway Administration to convey this parcel to Rhodes Inc., it would have to be removed from the agreement referred to above. This matter has been discussed with Mr. James Redmond, Jr., Bureau of Land Acquisition, Baltimore County, who has stated that in as much as the only adjoining property owner to this road has no need for it, Baltimore County would have no interest in having same transferred to them for maintenance.

The question of what method to use to effectively release "Service Road 'B'" from the agreement that has already been executed was discussed with Mr. Joseph D. Buscher, Special Assistant Attorney General, as well as Mr. R. Bruce Alderman, Baltimore County Solicitor. It was agreed by both parties that a letter from you signed in the same manner as the agreement, stating that Baltimore County releases said road without the remainder of the agreement being effected would be all that is needed.

Item Nos.
51851
51854
51850

It is therefore, requested, that if you are in agreement with the above, please forward a letter to that effect to this office in order that the State Highway Administration may convey the land in question to Rhodes Inc.

Thank you for your cooperation in this matter.

Very truly yours,

RSBennett

Robert S. Bennett, Chief
Property Management Section
Right of Way Division

RSB:DEM:jl
Enclosures: Copy of executed agreement
cc: Mr. Joseph D. Buscher
Mr. Norman Polski
Mr. James A. Redmond, Jr.
Mr. W. E. Woodford, Jr.
Mr. C. W. Reese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. H. J. Pistel, Jr.
Mr. T. S. Champness
Mr. L. A. Yost, Jr.,
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Miss D. J. Sinnders
Co. Commissioners of Baltimore County
Secretary's File
SRC Baltimore County File

Jt. to County
Diamond Rd.
B-811-54-471

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 8, 1970
* * *

Co 1062

On motion of Mr. Price, seconded by Mr. Bogley, the Commission approved and Chairman-Director Fisher executed duplicate copies of agreement dated July 8, 1970, between the State Roads Commission and Baltimore County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

> Diamond Point Road - from Oriole Avenue (L.O.W. at station 2 + 23) easterly to Md. 150 Eastern Boulevard (L.O.W. at station 22 + 48) as constructed under Contract B-811-54-471 for a total distance of 0.38± mile.

Said agreement had previously been executed by Baltimore County, approved as to form and legal sufficiency by Special Attorney Rogers and approved by Chief Engineer Woodford.

Copy: Mr. W. E. Woodford, Jr.
Mr. C. W. Reese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. H. J. Pistel
Mr. W. L. Shook
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. Wm. Jabine
Mr. G. W. Cassell ✓
Mr. Charles Lee
Miss D. J. Sinners
Baltimore County Council
Secretary's File
SRC-Baltimore County
Contract B-811-54-471

THIS AGREEMENT made this 8th day of July, 1970 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

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 Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and

WHEREAS, the Commission, party of the first part, has agreed to transfer the following described section of road, constructed by the Commission, to the County, party of the second part, and the County has agreed to accept same for maintenance purposes as part of the County Highway System, and

WHEREAS, the Commission, party of the first part, also has agreed to transfer the right of way, to the County, party of the second part, and the County has agreed to accept same as part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Commission, party of the first part, does hereby transfer to the County and the County, party of the second part, does hereby accept from the Commission the following described section of State constructed road and right of way for maintenance purposes, as part of the County Highway System.

Diamond Point Road - From Oriole Avenue (L.O.W. at station 2 + 23) easterly to Md. 150 Eastern Boulevard (L.O.W. at station 22 + 48) as constructed under Contract B 811-54-471 for a total distance of 0.38± mile.

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

1. The effective date for the transfer of Diamond Point Road is upon completion of said road as stipulated in the construction plans under Contract B 811-54-471, and upon a joint inspection and acceptance by Baltimore County Bureau of Highways and Department of Traffic Engineering.

2. The aforegoing mileage will be included in the inventory as of December 1, of the year of consummation of item one above.

3. The basis for the allocation of funds will include the additional 0.38± mile in the allocation to the County beginning July 1, following the December 1 date, described in item two above.

4. The transfer of said road is made on an "As-Is-Basis" which pertains to the existing right of way and to the existing condition of the road involved, including all appurtenances and bridge structures, however, this will include item one above.

5. The Commission, upon execution of this agreement, will provide the County with polyester reproductions of "as built" plans of Diamond Point Road.

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

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 4th day of June, 1970

_____
Special Attorney

APPROVED:

_____
Chief Engineer

BALTIMORE COUNTY, MARYLAND

By _____ 5-27-70
for County Executive

ATTEST:

_____
Secretary to County Executive

Approved as to form ~~and legal sufficiency~~ this 22nd day of May, 19

_____
Assistant County Solicitor

Approved May 20, 1970

By: _____
Director of Public Works

Jt. to County
Bureau of R.D.
B-811-54-471

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 8, 1970

* * *

On motion of Mr. Price, seconded by Mr. Bogley, the Commission approved and Chairman-Director Fisher executed duplicate copies of agreement dated July 8, 1970, between the State Roads Commission and Baltimore County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

> Diamond Point Road - from Oriole Avenue (L.O.W. at station 2 + 23) easterly to Md. 150 Eastern Boulevard (L.O.W. at station 22 + 48) as constructed under Contract B-811-54-471 for a total distance of 0.38± mile.

Said agreement had previously been executed by Baltimore County, approved as to form and legal sufficiency by Special Attorney Rogers and approved by Chief Engineer Woodford.

Copy: Mr. W. E. Woodford, Jr.
Mr. C. W. Reese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. H. J. Pistel
Mr. W. L. Shook
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. Wm. Jabine
Mr. G. W. Cassell ✓
Mr. Charles Lee
Miss D. J. Sinners
Baltimore County Council
Secretary's File
SRC-Baltimore County
Contract B-811-54-471

St. & County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
TUESDAY, JULY 7, 1970

* * *

Chairman-Director Fisher executed duplicate copies of agreement dated July 7, 1970, between the State Roads Commission and Baltimore County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement:

B-725-7 Keech Road

B-332-5 Sulphur Spring Road

Relocated Sulphur Spring Road

Benson Avenue

Dewitt Road

Service Road 'A'

B-725-4 Service Road 'B'

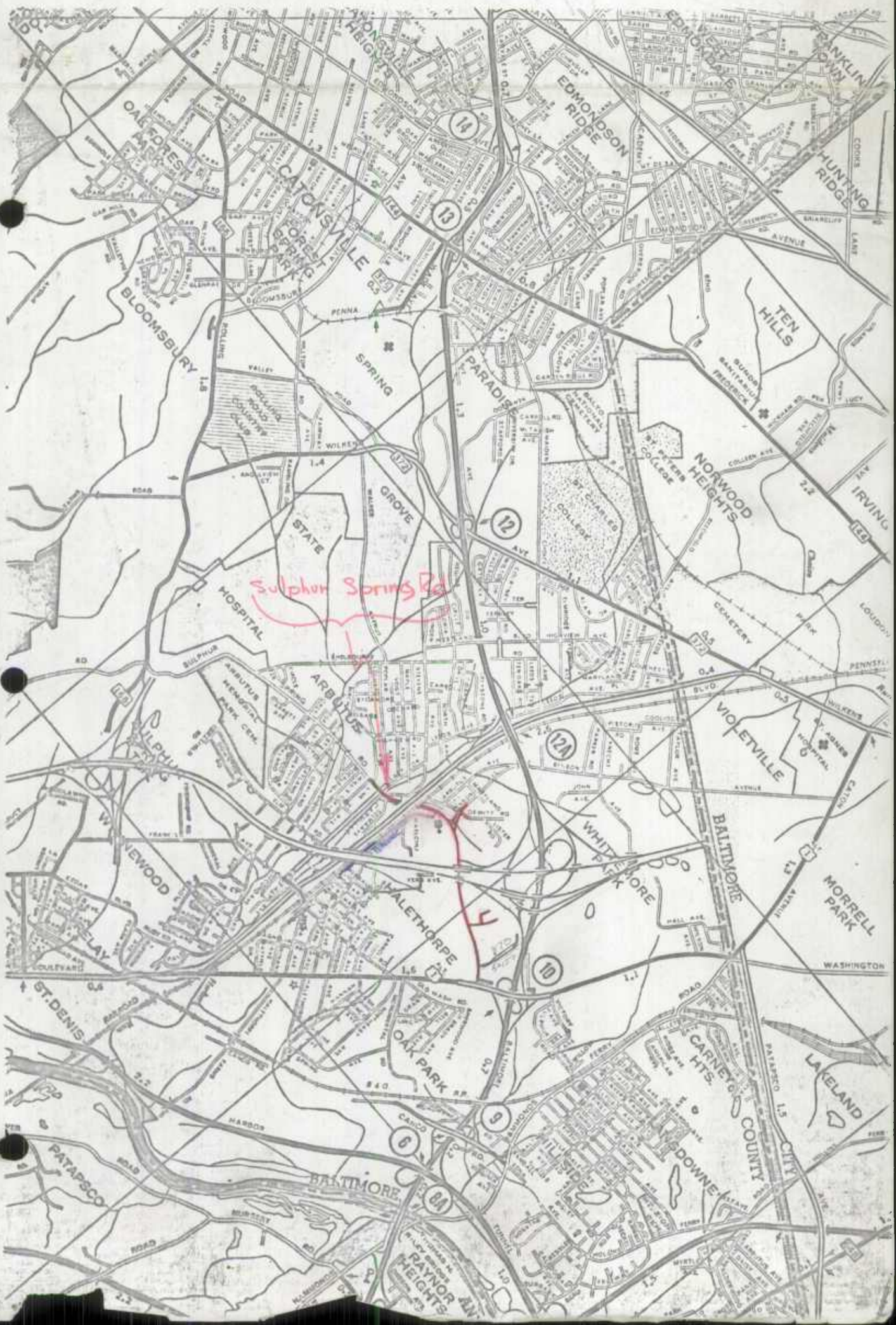
Sulphur Spring Road Connection

Woodside Avenue

Potomac Avenue

Said agreement had previously been executed by Baltimore County, approved as to form and legal sufficiency by Special Attorney Robers and approved by Chief Engineer Woodford.

Copy: Mr. W. E. Woodford, Jr.
Mr. C. W. Reese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. H. J. Pistel
Mr. W. L. Shook
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. Charles Lee
Miss D. J. Sinners
Co. Commrs. of Baltimore County
Secretary's File
SRC-Baltimore County file


Sulphur Springs Rd
CATONSVILLE
EDMONDSON HEIGHTS
EDMONDSON RIDGE
FRANKLIN DOWN
HUNTING RIDGE
OAK FOREST
BLOOMSBURY
SPRING GROVE STATE HOSPITAL
PARADISE
TEN HILLS
NORWOOD HEIGHTS
IRVING
VIOLETVILLE
ARBUTUS
WHITE PALACE
BALTIMORE
MORRELL PARK
HALETHORPE
OAK PARK
CARNEY HTS.
LAKELAND
DOWNEY
PATAPSCO
BALTIMORE
RAYNOR HEIGHTS
ST. DENIS
WASHINGTON
COLLEGE
ST. CHARLES COLLEGE
ROLLING ROAD COUNTRY CLUB
ARBUTUS MEMORIAL PARK CEM.
CEMETERY
PENNA
WILKENS
BLOOMSBURY
SHITTON
BULPHUR
COLLEGE AVE
BRIARCLIFF
COOKS LANE
LOUDON
PENNSYLVANIA
CATON
14
13
12
12A
10
9
6
8A
1.3
1.4
0.8
0.5
0.4
0.3
2.2
1.5
1.6
1.1
1.0
0.6
0.7

B-332-5 — 867
B-725-4 — 58-59-60
B-725-7 — 69-70

THIS AGREEMENT made this 7TH day of JULY, 1970 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

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 Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and

WHEREAS, the Commission, party of the first part, has agreed to transfer the following described sections of roads, constructed by the Commission, to the County, party of the second part, and the County has agreed to accept same for maintenance purposes as part of the County Highway System, and

WHEREAS, the Commission, party of the first part, also has agreed to transfer the rights-of-way and existing traffic control devices to the County, party of the second part, and the County has agreed to accept same for maintenance purposes as part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Commission, party of the first part, does hereby transfer to the County and the County, party of the second part, does hereby accept from the Commission the following described sections of State constructed roads, rights-of-way, and existing traffic control devices for maintenance purposes, as part of the County Highway System.

Keech Road - From Gun Road easterly to end of right-of-way at station 11+75 as constructed under Contract B 725-7-472 for a total distance of 0.20± mile.

Co. 5423

Sulphur Spring Road - From L.O.W. at station 31+50 easterly to station 14+00 as constructed under Contract B 332-5-415 for a total distance of 0.33± mile.

Co 870

Relocated Sulphur Spring Road - From L.O.W. at station 20+00 easterly to L.O.W. at station 64+36 as constructed under Contract B 725-4-472 for a total distance of 0.84± mile.

Co. 687

Benson Avenue - From relocated Sulphur Spring Road (Station 5+64.39) northerly to L.O.W. at station 9+49.78 as constructed under Contract B 725-4-472 for a total distance of 0.07± mile.

Co 991

Dewitt Road - From Benson Avenue (Station 8+94.01) easterly to station 0+00 as constructed under Contract B 725-4-472 for a total distance of 0.17± mile.

Service Road 'A' - From relocated Sulphur Spring Road (Station 0+00) northerly to station 6+58.85 Bk. = 6+60.95 Ahd. and to L.O.W. at station 8+56 as constructed under Contract B 725-4-472 for a total distance of 0.16± mile.

Co 5419

Service Road 'B' - From Service Road 'A' (Station 0+00) westerly to L.O.W. at station 3+18 as constructed under Contract B 725-4-472 for a total distance of 0.06± mile.

Co 5420

Sulphur Spring Road Connection - From relocated Sulphur Spring Road (Station 2+13.66) northerly to station 0+00 Bk. = 20+89.20 Ahd. and to L.O.W. at station 20+00 as constructed under Contract B 725-4-472 for a total distance of 0.06± mile.

Co. 5422

Woodside Avenue - Co 1908 From Vera Avenue (L.O.W. station 0+13) southerly to L.O.W. at station 13+10.73 as constructed under Contract B 725-4-472 for a total distance of 0.08± mile.

Potomac Avenue - Co 1893 From L.O.W. at station 9+57.91 southerly to L.O.W. at station 13+82.95 as constructed under Contract B 725-4-472 for a total distance of 0.08± mile.

IT IS UNDERSTOOD AND AGREED between the parties hereto that the change in the status of the aforegoing sections of State constructed highways is authorized under the following conditions.

1. The effective date for the transfer of these sections of roads is when the aforesaid roads are opened to traffic, upon completion of the indicated improvements as shown on the construction plans under Contracts B 332-5-415 and B 725-4-7-472, and upon a joint inspection and acceptance by Baltimore County Bureau of Highways and Department of Traffic Engineering.
2. The aforegoing mileage will be included in the inventory as of December 1 of the year of consummation of item one above.
3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, following the December 1 date, described in item two above.
4. The transfer of said roads is made on an "As-Is-Basis" which pertains to the existing rights-of-way and to the existing condition of the roads involved, including all appurtenances, bridge structures and traffic control devices, however, this will include item one above.
5. The Commission, upon execution of this agreement, will provide the County with polyester reproductions of "as built" plans of each aforesaid road.

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

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

Secretary

by

Chairman and Director of Highways

Approved as to form and legal sufficiency this 11th day of June, 1970

APPROVED:

Chief Engineer

Special Attorney

BALTIMORE COUNTY, MARYLAND

ATTEST:

Secretary to County Executive

by

for County Executive

5-27-70

Approved as to form ~~and legal sufficiency~~ this 22nd day of May, 19

Approved May 20, 1970

by:

Director of Public Works

Assistant County Solicitor

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, JULY 1, 1970
* * *

Chairman-Director Fisher executed triplicate copies of agreement dated March 4, 1970, between The Philadelphia, Baltimore and Washington Railroad Company, the Penn Central Transportation Company for itself and as lessee of the aforesaid Company, and the State Roads Commission, wherein the Railroad grants the Commission, at its sole cost and expense, the right to construct and maintain dual highway bridges and approaches for the Southeast Freeway and separate structures required for Ramps 'C' and 'H' Connections to the Windlass Freeway, over and across its track and right of way near Stemmers Run, Baltimore County, in connection with the construction of a new highway, the Southeast Freeway between U. S. 40 and Old Eastern Avenue, with Ramp Connections to the proposed Windlass Freeway, Contract Nos. B-938-11-426 and B-923-7-471, subject to the conditions more fully set forth therein.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Off. of Planning & Safety
Mr. A. L. Grubb
Off. of Special Services
Mr. W. L. Shook
Mr. H. H. Bowers
Mr. P. R. Miller
Mr. H. J. Pistel
Mr. M. M. Brodsky
Mr. W. B. Duckett
Mr. L. A. Yost, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Mr. H. B. Felter
Secretary's File
SRC-Baltimore County file
Contract B-938-11-426;B-923-7-471

Balto. Co.

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
FRIDAY, JANUARY 30, 1970
* * *

Chairman-Director Fisher executed triplicate copies of agreement dated January 14, 1970, between the Philadelphia, Baltimore and Washington Railroad Company, the Penn Central Transportation Company for itself and as lessee of the aforesaid Company, and the State Roads Commission, wherein the Railroad grants the Commission, at its sole cost and expense, the right to construct and maintain over and across its track and right of way, dual highway bridges at Highway Station 136+50± (Railroad Station 4496+46±) near Chesaco Park, in connection with construction of a new highway, the Windlass Freeway, between the Patapsco Freeway and proposed Southeastern Freeway, in Baltimore County, Contract B-923-6-471, subject to the conditions more fully set forth therein.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Office of Planning & Safety
Mr. M. D. Philpot
Mr. W. L. Shook (2)
Mr. A. L. Grubb
Mr. H. H. Bowers
Mr. P. R. Miller
Mr. H. J. Pistel (2)
Mr. M. M. Brodsky
Mr. W. B. Duckett
Mr. L. A. Yost, Jr. (2)
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Mr. H. B. Felter
Secretary's File
SRC-Baltimore County file
Contract B-923-6-471

STATE OF MARYLAND

STATE ROADS COMMISSION

300 WEST PRESTON STREET
BALTIMORE, MD. 21201

(MAILING ADDRESS: P. O. BOX 717, BALTIMORE, MD. 21203)

Date: October 30, 1969

TO THE County Council

FOR Baltimore County

CONTRACT NO. B-811-54-471
F.A.P. NO.
ROUTE Patapsco Freeway
Windlass Freeway to Md. Rte. 150

RE: Notice of Proposed County Road Closure

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following County road(s) within the limits described below:

Oriole Ave: 130'± will be closed, beginning at its intersection with Md. Rte. 150 (Eastern Blvd.) and extending along it's existing alignment in a northerly direction the aforesaid distance.

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of the State Roads Commission's right of way mosaic and tentative and/or final right of way plats which pertain to the areas involved. Preliminary construction plans furnished to the County October 20, 1969 for participation in the preliminary field investigation and ~~xxxxxxxxx~~ the attached plan sheet ~~xxxxxxxx~~ provide construction details to supplement the information provided by the mosaic and right of way plats.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of the County road or roads within the limits described herein is requested.

A subsequent resolution by the Commission requesting the County's formal action to close affected county road(s) within the limits indicated above will be submitted.

Very truly yours,

Malcolm D. Philpot, Chief
Bureau of Special Services

MDP/bs
CC: Mr. H.G. Downs
Mr. L.A. Yost
Mr. G.W. Cassell
Mr. H. J. Pistel
District Engineer, District No.
Mr. H. B. Felter
Attachment: Plan sheet, right of way mosaic, right of way plat 29176

B.S.S. 62

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, AUGUST 20, 1969

* * *

Chairman-Director Fisher executed triplicate copies of supplemental agreement dated July 31, 1969, between The Philadelphia, Baltimore and Washington Railroad Company, the Penn Central Company for itself and as lessee of the aforesaid Company, and the State Roads Commission, which refers to original agreement of April 19, 1967 covering the construction and maintenance of dual highway bridges on I-95 over the Railroad's right of way and tracks near Arbutus, in Baltimore County, Contract B-725-9-442. The supplemental agreement covers extension of time for completion of work from three to four years, in accordance with the conditions set forth therein, in all other respects the terms and conditions of original agreement to remain in full force and effect.

Said supplemental agreement had been executed previously on behalf of the Railroad and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. L. E. McCarl
Mr. H. G. Downs
Mr. W. L. Shook (2)
Mr. H. J. Pistel (2)
Mr. H. H. Bowers (2)
Mr. M. D. Philpot
Mr. C. S. Linville
Mr. G. W. Cassell ✓
Mr. M. M. Brodsky
Mr. C. R. Dell
Mr. L. A. Yost, Jr. (2)
Mr. W. B. Duckett (2)
Mr. R. E. Jones
Mr. E. K. Lloyd
Mr. P. R. Miller
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Secretary's File #44366
SRC-Baltimore County
Contract B-725-9-442

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, MAY 14, 1969
* * *

Chairman-Director Fisher executed triplicate copies of agreement dated April 8, 1969, between The Philadelphia, Baltimore and Washington Railroad Company, the Penn Central Company for itself and as lessee of the aforesaid Company, and the State Roads Commission, wherein the Railroad grants the Commission, at its sole cost and expense, the right to construct, repave and maintain Beachwood Road Extended, at grade, on and across the Railroad's Sparrows Point Spur and right of way in the vicinity of North Point, and also to construct a service road southwest of the same spur between existing Fischer Road and the proposed Beachwood Road Extension to permit elimination of this grade crossing at Fischer Road, in connection with the Commission's construction of the Patapsco Freeway between Merritt Boulevard and Fischer Road in the vicinity of North Point, Baltimore County (Contract B-811-44-471), subject to the conditions more fully set forth therein.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. W. L. Shook (2)
Mr. M. M. Brodsky
Mr. H. J. Pistel (2)
Mr. P. R. Miller
Mr. H. H. Bowers (2)
Mr. H. B. Felter
Mr. W. B. Duckett (2)
Mr. L. A. Yost, Jr. (3)
Mr. G. N. Lewis, Jr. (4)
Mr. T. Hicks (4)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Baltimore County
Contract B-811-44-471

RESOLUTION OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID E. FINNEY
THURSDAY, MAY 24, 1979

* * *

Chairman-Director Finney executed triplicate copies of Agreement dated April 5, 1979, between the Baltimore and Washington Railroad Company, the Penn Central Company for itself and as lessee of the Pennsylvania Company, and the State Roads Commission, wherein the Railroad grants the Commission, at its sole cost and expense, the right to construct, repave and maintain Beechwood Road Extended, at grade, on and across the Railroad's Narrows Point Spur and right of way in the vicinity of North Point, and also to construct a service road southerly of the same spur between existing Fletcher Road and the proposed Beechwood Road Extension to permit elimination of this grade crossing at Fletcher Road, in connection with the Commission's construction of the Baltimore Freeway between Dundalk Boulevard and Fletcher Road in the vicinity of North Point, Baltimore County (Contract B-211-00-4711), subject to the conditions more fully set forth therein.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. H. E. Phillips (2)
Mr. W. J. Adkins
Mr. E. G. Downs
Mr. L. E. Medard
Mr. W. L. Shook (2)
Mr. M. H. Brooks
Mr. H. J. Pleiss (2)
Mr. P. E. Miller
Mr. H. H. Bowers (2)
Mr. H. E. Fisher
Mr. H. E. Dennis (2)
Mr. L. E. Yost, Jr. (2)
Mr. G. W. Lewis, Jr. (4)
Mr. T. Alexis (2)
Mr. G. J. Caswell
Mr. C. E. Linville
Mr. E. E. Lloyd
Secretary's File
880-Baltimore County
Contract B-211-00-4711

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
TUESDAY, MAY 6, 1969
* * *

On recommendation of Deputy Chief Engineer-Development Downs in letter dated April 29, 1969, Chairman-Director Fisher approved submission of the following petition to the County Executive of Baltimore County, in the matter of the closing of all or portions of Norris Lane, Cottage Avenue, Rosebank Avenue, Bletzer Road, Eleanor Terrace, Fischer Road, Baltimore County, Maryland, State Roads Commission Contract No. B-811-28-471:

TO THE COUNTY EXECUTIVE OF BALTIMORE COUNTY

PETITION TO CLOSE ROADS AFFECTED BY CONSTRUCTION OF
PATAPSCO FREEWAY - FROM MERRITT BOULEVARD TO FISCHER ROAD

STATE ROADS COMMISSION CONTRACT B-811-28-471

The Petitioner, Maryland State Roads Commission, by Nolan H. Rogers, its attorney, pursuant to Section 28-19 of the Baltimore County Code, (1958 edition), petitions the County Executive of Baltimore County by due process to issue an order closing all or portions of Norris Lane, Cottage Avenue, Rosebank Avenue, Bletzer Road, Eleanor Terrace, and Fischer Road, being streets or roads in Baltimore County, located in the 15th Election District, to be closed.

The Petitioner avers that the closing of all or portions of the above mentioned streets or roads, which roads are outlined on the plat or plats attached hereto and made a part hereof, is desirable for the following reasons:

1. That the public health, safety, morals and welfare will be benefited by the closing of said streets or roads.

2. That the said streets or roads are entirely within the limits of, or so affected by the construction within the rights of ways acquired by your Petitioner for use as for limited access controlled highways and therefore, are of no use to the general public as county streets or roads.

3. That the roads as presently laid out cannot be extended and in no manner can benefit the public at large.

4. And for such other and further reasons as shall be presented by your Petitioner at the hearing hereof.

WHEREFORE, the Petitioner prays that all or portions of Norris Lane, Cottage Avenue, Rosebank Avenue, Bletzer Road, Eleanor Terrace and Fischer Road be closed. These roads are shown on the attached plats #35506, 35511, 35516, 35517, 35518, 37230, 37583, and 38816.

MARYLAND STATE ROADS COMMISSION

(Sgd.) Nolan H. Rogers
Attorney for Petitioner

By: (Sgd.) David H. Fisher
Chairman-Director

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Mr. A. L. Grubb
Mr. H. J. Pistel (2)
Mr. M. M. Brodsky
Mr. W. L. Shook (2)
Mr. E. D. Reilly
Mr. N. H. Rogers
Contract B-811-28-471
Mr. T. Hicks (4)
Mr. G. N. Lewis, Jr. (4)
Mr. G. W. Cassell
Mr. P. R. Miller (4)
Mr. L. A. Yost, Jr. (2)
Mr. M. D. Philpot
Miss D. J. Sinners
Mr. H. B. Felter
Secretary's File
SRC-Baltimore County File

Morris Lane - Co. 3992
Cottage Ave - Co. 2896
Rosebank ave - Co 2151
Bletzer Road - Co. 1644
Elenor Terrace - Co. 3999
Fischer Road - Co. 2152

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FINDER
TUESDAY, MAY 6, 1969

* * *

On recommendation of Deputy Chief Engineer-Development Dawn in letter dated April 29, 1969, Chairman-Director Finder approved abandonment of the following petition to the County Executive of Baltimore County, in the matter of the closing of all or portions of Morris Lane, Cottage Avenue, Roebuck Avenue, Hunter Road, Eleanor Terrace, Fisher Road, Baltimore County, Maryland, State Roads Commission Contract No. B-811-58-171:

TO THE COUNTY EXECUTIVE OF BALTIMORE COUNTY

PETITION TO CLOSE ROADS APPEARING ON CONTRACTION OF
PLATTED FREEWAY - FROM FORMER NORWOOD TO FREDERICK ROAD

STATE ROADS COMMISSION CONTRACT B-811-58-171

The Petitioner, Maryland State Roads Commission, by Nolan H. Rogers, its attorney, pursuant to Section 28-10 of the Baltimore County Code, (1958 edition), petitions the County Executive of Baltimore County by the presence to issue an order closing all or portions of Morris Lane, Cottage Avenue, Roebuck Avenue, Hunter Road, Eleanor Terrace, and Fisher Road, being streets or roads in Baltimore County, located in the 15th Election District, to be closed.

The Petitioner avers that the closing of all or portions of the above mentioned streets or roads, which roads are outlined on the plat or plats attached hereto and made a part hereof, is desirable for the following reasons:

1. That the public health, safety, morals and welfare will be benefited by the closing of said streets or roads.

2. That the said streets or roads are entirely within the limits of, or so affected by the construction within the rights of ways acquired by your Petitioner for use as for limited access controlled highways and interchanges, are of no use to the general public as county streets or roads.

3. That the roads as originally laid out cannot be extended and in no manner can benefit the public at large.

4. And for such other and further reasons as shall be presented by your Petitioner at the hearing hereof.

WHEREFORE, the Petitioner prays that all or portions of Morris Lane, Cottage Avenue, Roebuck Avenue, Hunter Road, Eleanor Terrace and Fisher Road be closed. These roads are shown on the attached plats (1)[illegible], [illegible], [illegible], [illegible], 31230, 31583, and [illegible].

MARYLAND STATE ROADS COMMISSION

(Sgd.) Nolan H. Rogers
Attorney for Petitioner

By: (Sgd.) David H. Finder
Chairman-Director

Copy:
Mr. [illegible] Woodward, Jr.
Mr. L. E. McCord
Mr. H. O. Lowman
Mr. A. L. Grubb
Mr. H. V. Fissel (2)
Mr. H. H. Brockley
Mr. H. L. Shook (2)
Mr. E. D. Hailey
Mr. N. H. Rogers
Contract B-811-58-171

Mr. T. Hicks (4)
Mr. G. H. Lewis, Jr. (4)
Mr. O. U. Cassell
Mr. F. H. Hiller (4)
Mr. L. A. Yost, Jr. (2)
Mr. R. D. Pratt
Mr. G. G. Shearer
Mr. H. H. Potter
Secretary's File
BOC-Baltimore County File

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

Chairman-Director Fisher executed triplicate copies of agreement dated April 15, 1969, between The Philadelphia, Baltimore and Washington Railroad Company, the Penn Central Company for itself and as lessee of the aforesaid Company, and the State Roads Commission, wherein the Railroad grants the Commission, at its sole cost and expense, the right fo construct and maintain, Trappe Road, at grade, on and across its Sparrows Point Spur and right of way, in connection with the construction of the Patapsco Freeway between Merritt Boulevard and Fischer Road in the vicinity of North Point, Baltimore County (Contract B-811-44-471).

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

Copy: Mr. W. E. Woodford, Jr.
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. W. L. Shook (2)
Mr. M. M. Brodsky
Mr. H. J. Pistel (2)
Mr. P. R. Miller
Mr. H. H. Bowers (2)
Mr. H. B. Felter
Mr. W. B. Duckett (2)
Mr. L. A. Yost, Jr. (3)
Mr. G. N. Lewis, Jr. (4)
Mr. Thomas Hicks (4)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Baltimore County
Contract B-811-44-471

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

April 17, 1969

Mr. Albert B. Kaltenbach, Director
Department of Public Works
Baltimore County
County Office Building
Towson, Maryland 21204

Contract No. B-938-10-426
Southeast Freeway
Mace Ave. to Old Eastern Ave.

Re: Notice of Proposed County Road Closure

Dear Mr. Kaltenbach:

This is a supplement to our previous letter concerning road closures dated September 25, 1968.

This letter is concerned with those right of ways which have been dedicated to the publics use for future roads, streets and alleys and are shown on recorded subdivision and property plats for this area.

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following dedicated public right of ways within the limits described below:

20' Alley: Lt. Eastern Blvd. Sta. 147+	295'± of a proposed alley will be closed, beginning at Northern Right of way line of Eastern Boulevard (Md. Rte. 150) and extending in a northerly direction to Catherine Ave., for its entire length.
20' Alley: Rt. Eastern Blvd. Sta. 146+	430'± of a proposed alley will be closed, beginning at the southern right of way line of Eastern Boulevard and extending in a southerly direction to Essex Ave., for its entire length.
20' Alley: Lt. Ramp 'E' Sta. 9+ to 10+	200'± of a proposed alley will be closed, beginning at the western right of way line of Essex Ave., and extends in a westerly direction the aforesaid distance.
10' Alley: Lt. Ramp 'E' Sta. 10+	50'± of a proposed alley will be closed, beginning at a point on the previously described 20' alley 150'± west of Essex Ave., and extends in a southerly direction the aforesaid distance.
Franklin Ave.: Lt. and Rt. S.E. Sta. 375+	345'± of proposed Franklin Ave., will be closed, beginning at a point 305'± east of its intersection with Essex Ave., and extending in an easterly direction the aforesaid distance.

Dorsey Ave.: 135'± of proposed Dorsey Ave., will be closed, beginning at a point 115'± to the west of Ann Ave., and extending in a westerly direction to its most western terminus.
Rt. S.E.F.
Sta. 379+

10' Alley: 160'± will be closed, beginning at the northern right of way line of Old Eastern Ave. and extending in a northerly direction for its entire length.
Rt. S.E.F.
Sta. 380+ to 381+

10' Alley: 150'± will be closed, beginning at the end of the previously described 10' alley and extending in a westerly direction the aforesaid distance.
Rt. S.E.F.
Sta. 380+

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of the State Roads Commission's right of way mosaic and tentative right of way plats which pertain to the areas involved. Preliminary construction plans furnished to the County March 26, 1969 for participation in the preliminary field investigation and subsequent conference provide construction details to supplement the information provided by the mosaic and right of way plats.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of these public right of ways within the limits described herein is requested.

A subsequent resolution by the Commission requesting the County's formal action to close affected county road(s) within the limits indicated above will be submitted at a later date and will include these dedicated public right of ways.

Very truly yours,

M D Philpot

Malcolm D. Philpot, Chief
Bureau of Special Services

MDP:DDM:ml
cc: Mr. A. L. Grubb
Mr. L. A. Yost, Jr.
Mr. G. W. Cassell
Mr. H. J. Pistel
Mr. H. B. Felter
Attachments
R/W Mosaic
R/W Plats 37838
37840
38971

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

Date: April 8, 1969

XXXXXX Mr. A. B. Kaltenbach, Director
Department of Public Works

FOR Baltimore County
County Office Building
Towson, Maryland

CONTRACT NO. B-923-4-471
F.A.P. NO.
ROUTE Windlass Freeway
Patapsco Freeway to
Southeast Freeway Interchange

RE: Notice of Proposed County
Road Closure

Dear Mr. Kaltenbach:

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following County road(s) within the limits described below:

Linden Ave: 170'± will be closed, beginning 240'± North of its intersection with Potomac Ave. and extending in a northerly direction the aforesaid distance, to end of County maintenance.

Potomac Ave: 360'± of proposed Potomac Ave. will be closed, beginning with its intersection with proposed Chesaco Ave., and extending in an easterly direction to the West right of way line of Walnut Ave.

Chesaco Ave: 390'± of proposed Chesaco Ave. will be closed, beginning with its proposed intersection with Patuxent Ave., and extending in a northeasterly direction the aforementioned distance to its end.

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of the State Roads Commission's right of way mosaic and tentative ~~and/or~~ ~~Sketch~~ right of way plats which pertain to the areas involved. Preliminary construction plans furnished to the County February 13, 1969 for participation in the preliminary field investigation and subsequent conference provide construction details to supplement the information provided by the mosaic and right of way plats.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of the County road or roads within the limits described herein is requested.

A subsequent resolution by the Commission requesting the County's formal action to close affected county road(s) within the limits indicated above will be submitted.

Very truly yours,

M. D. Philpot

Malcolm D. Philpot, Chief
Bureau of Special Services

MDP/bs
CC: Mr. A. L. Grubb
Mr. L. A. Yost
Mr. G.W. Cassell
Mr. W. C. Hannon
District Engineer, District No. 4
Mr. H. B. Felter

Attachment: Right of Way Mosaic
Right of Way Plats 38100, 38101

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
TUESDAY, MARCH 11, 1969

* * *

Chairman-Director Fisher executed triplicate copies of agreement dated February 28, 1969, between The Philadelphia, Baltimore and Washington Railroad Company, the Penn Central Company for itself and as lessee of the aforesaid Company, and the State Roads Commission, wherein the Railroad grants the Commission, at its sole cost and expense, the right to construct and maintain over and across its track and right of way, a new access road from Patapsco Freeway to Back River to be known as Cove Road, which will cross the Railroad's Sparrows Point Spur by means of a new highway bridge at Station 94+70± (Railroad Station 161+68±), in connection with the construction of the Patapsco Freeway between Merritt Boulevard and Fischer Road in the vicinity of North Point, Baltimore County (Contract B-811-42-471).

Copy: Mr. W. E. Woodford, Jr.
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. L. A. Yost, Jr. (3)
Mr. H. B. Felter
Mr. M. M. Brodsky
Mr. H. J. Pistel (2)
Mr. P. R. Miller
Mr. W. L. Shook
Mr. H. H. Bowers (2)
Mr. W. B. Duckett (2)
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Baltimore County
Contract B-811-42-471

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
THURSDAY, FEBRUARY 27, 1969
* * *

Chairman-Director Fisher executed duplicate copies of agreement dated February 27, 1969, between The Baltimore and Ohio Railroad Company and the State Roads Commission, wherein in connection with the Commission's proposed construction of a second bridge to carry the Northbound roadway of the Baltimore Beltway and a bridge to carry an Interchange Ramp, as pa rt of the Southeast Freeway (Contract B-938-3-426) the Railroad grants the necessary easements over and across its tracks and right of way, as more fully set forth in the agreement.

Said agreement had been executed previously on behalf of the Railroad and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. W. E. Woodford, Jr.
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. W. L. Shook
Mr. M. M. Brodsky
Mr. H. J. Pistel (2)
Mr. P. R. Miller
Mr. H. H. Bowers (2)
Mr. H. B. Felter
Mr. W. B. Duckett (2)
Mr. L. A. Yost, Jr. (3)
Mr. G. N. Lewis, Jr. (4)
Mr. T. Hicks (4)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Baltimore County
Contract B-938-3-426

COMMISSION MEMBERS
David H. Fisher
CHAIRMAN OF COMMISSION
AND DIRECTOR OF HIGHWAYS
S. WALTER BOGLEY, JR.
HARLEY P. BRINSFIELD
LESLIE H. EVANS
JOHN J. McMULLEN
WILLIAM B. OWINGS
FRANK THORP

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

Walter E. Woodford, Jr.
CHIEF ENGINEER
A. W. SMITH
SECRETARY
JOHN J. ROWAN
COMPTROLLER
JOSEPH D. BUSCHER
SPEC. ASST. ATTY. GEN.

March 6, 1969

Mr. A. B. Kaltenbach, Director
Department of Public Works
Baltimore County
County Office Building
Towson, Maryland 21204

Contract No. B-811-44-471
Merritt Boulevard to
Fischer Road

Re: Notice of Proposed County
Road Closure

Dear Mr. Kaltenbach:

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following County Road(s) within the limits described below:

Norris Lane: Approximately 130' of existing Norris Lane, which lies within the operating right of way of the Penn Central Railroad will be closed, including an existing railroad grade crossing. 3992

Fischer Road: Approximately 105' of existing Fischer Road, which lies within the operating right of way of the Penn Central Railroad will be closed, including an existing railroad grade crossing. 2152

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of Drawing P.S.44, P.S.55, are unnumbered plan sheet and Right of Way Plat No. 38816, which pertain to the area involved.

Construction plans furnished to the County on September 26, 1968 for participation in the final review conference held October 16, 1968 provide additional details to supplement the information contained on the attached prints.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of the County Roads and in particular the two existing railroad grade crossings, within the limits described herein is requested.

A subsequent resolution by the Commission requesting the County's formal action to close affected county road(s) within the limits indicated above will be submitted.

Very truly yours,

Malcolm D. Philpoty Chief
Bureau of Special Services

Attachments
MDP:DDM:ml
cc: Mr. A. L. Grubb
Mr. L. A. Yost
Mr. G. W. Cassell
Mr. H. B. Felter
Mr. W. C. Hannon

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

February 6, 1969

Mr. A. B. Kaltenbach, Director
Department of Public Works
Baltimore County
County Office Building
Towson, Maryland 21204

Contract B-811-49-471
Patapsco Freeway
Fischer Road to Penn
Central Railroad

Re: Proposed County Road Closings

Dear Mr. Kaltenbach:

In reference to your letter dated January 30, 1969, we concur to your statement in the second paragraph.

In our letter of understanding to you dated January 16, 1969, the amount of closure for Lynhurst Road should be revised to the following.

Lynhurst Road: Approximately 1440' will be closed, including an existing railroad grade crossing with the Penn Central Railroad, beginning with its intersection with Morse Lane and extending in an easterly direction the aforesaid distance.

We thank you for bringing this to our attention, with this and the other comments contained in your letter, with this data a petition requesting the County's formal action can be prepared.

Very truly yours,

Malcolm D. Philpot, Chief
Bureau of Special Services

MDP:DDM:ml
cc: Mr. A. L. Grubb
Mr. L. A. Yost
Mr. G. W. Cassell
Mr. H. J. Pistel
Mr. H. B. Felter

January 16, 1969

Mr. A. B. Kaltenbach, Director
Department of Public Works
Baltimore County
County Office Building
Towson, Maryland 21204

Contract No. B-811-49-471
Patapsco Freeway
Fischer Road to
Penn Central Railroad

Dear Mr. Kaltenbach:

We are submitting to you for review and comments a letter of understanding addressed to the County Council of Baltimore County, listing certain county roads which we deem necessary to close as part of the construction of the subject contract for the Patapsco Freeway.

The list of roads are within the area from Station 360+ to Station 420+. The extent of closure are shown on the attached print of right of way mosaic and right of way plats listed in the letter of understanding.

In addition to closing the two roads listed we will also be petitioning for the closure of an existing railroad grade crossing on Lynhurst Road.

Please include in your comments any other County Roads which we have not listed.

Very truly yours,

Malcolm D. Philpot, Chief
Bureau of Special Services

MDP:ML
Attachment
cc: Mr. A. L. Grubb
Mr. L. A. Yost
Mr. H. B. Felter
Mr. G. W. Cassell
Mr. H. J. Pistel

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
THURSDAY, JANUARY 9, 1969
* * *

Chairman-Director Wolff executed duplicate copies of agreement dated January 9, 1969, between the State Roads Commission and Baltimore County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road:

> Md. 745 (Goucher Boulevard) - From Loch Raven Boulevard to Taylor Avenue, a distance of 0.41± miles.

The above transfer is subject to the conditions more fully set forth in the agreement.

Said agreement had previously been executed by Baltimore County, approved by Deputy Director-Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy:
Mr. D. H. Fisher
Mr. C. W. Reese
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. E. D. Reilly
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. H. J. Pistel (2)
Mr. W. L. Shook
Mr. L. A. Yost, Jr. (2)
Mr. G. N. Lewis, Jr. (8)
Mr. P. R. Miller (2)
Mr. H. H. Bowers
Mr. C. R. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. R. M. Thompson
Mr. C. M. Heany
Mr. Charles Lee
Mr. M. D. Philpot (2)
Miss D. J. Sinners
Baltimore County Council (2)
Secretary's File
SRC-Baltimore County

MINUTES OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHNSON B. WOLFE
THURSDAY, JANUARY 7, 1960

* * *

Chairman-Director Wolfe executed duplicate copies of agreement dated January 7, 1960, between the State Roads Commission and Baltimore County, Maryland, relative to transfer by the Commission to the County for maintenance purposes, as part of the County Highway System, of the following described section of State constructed roads:

No. 745 (Dundee Boulevard) - from Lock Raven Boulevard to Taylor Avenue, a distance of 0.919 miles.

The above transfer is subject to the conditions more fully set forth in the agreement.

Said agreement had previously been executed by Baltimore County, approved by Deputy Director-Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Hagner.

Copy: Mr. G. M. Fisher
Mr. C. W. Evans
Mr. M. S. Goodford, Jr.
Mr. W. J. Jenkins
Mr. E. D. Reilly
Mr. H. G. Dove
Mr. L. E. Bodart
Mr. M. M. Brodsky
Mr. H. J. Pistel (2)
Mr. V. L. Snook
Mr. L. M. Hoar, Jr. (2)
Mr. C. R. Lewis, Jr. (2)
Mr. E. M. Miller (2)
Mr. H. W. Dorsey
Mr. C. W. Jones
Mr. O. M. Cassell
Mr. E. E. Lloyd
Mr. J. H. Thompson
Mr. C. H. Henry
Mr. Charles Lee
Mr. H. G. Phillips (2)
Miss G. J. Skinner
Baltimore County Council (2)
Secretary's File
Sub-Baltimore County

9 JANUARY 1969

THIS AGREEMENT made this _____ day of _____, 1968 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Baltimore County, Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

WHEREAS, under authority contained in Section 79 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 to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and

WHEREAS, the Commission, party of the first part, has agreed to transfer the following described section of road constructed by the Commission, to the County, party of the second part, and the County has agreed to accept same for maintenance purposes as part of the County Highway System.

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

Md. 745 (Goucher Boulevard) - From Loch Raven Boulevard to Taylor Avenue, a distance of 0.41± miles.

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

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

2. The aforegoing mileage will be included in the inventory as of December 1, 1968.

3. The basis for the allocation of funds will include the additional 0.41± miles in the allocation to the County beginning July 1, 1969.

4. The transfer of said Road is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the Road involved, including all appurtenances and bridge structures.

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

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 3rd day of January, 1969

_____
Special Attorney

APPROVED:

_____
Deputy Director - Chief Engineer

BALTIMORE COUNTY, MARYLAND

By _____
for County Executive 12-19-68

ATTEST:

_____
Secretary to County Executive

Approved 12/12, 1968

By: _____
Director of Public Works

Approved as to form and legal ~~sufficiency~~ this 6th day of December, 1968.

_____
Assistant County Solicitor

FILE: B-811-44-471

RECEIVED

SEP 24 1968

DEPUTY DIRECTOR-CHIEF ENGINEER

Baltimore County

Department of Public Works

COUNTY OFFICE BUILDING

TOWSON, MARYLAND 21204

ALBERT B. KALTENBACH, P.E.
DIRECTOR OF PUBLIC WORKS

J. FRED OFFUTT, P.E.
DEPUTY DIRECTOR

THORNTON M. MOURING, P.E.
ASSISTANT DIRECTOR

September 11, 1968

Mr. David H. Fisher
Deputy Director-Chief Engineer
Maryland State Roads Commission
300 W. Preston Street
Baltimore, Maryland 21201

Reference: Proposed County Road Closings
Patapsco Freeway - SRC Contract #B-811-44-471
Merritt Boulevard to Fischer Road

Dear Mr. Fisher:

Receipt of your letter dated August 28, 1968 and the letter addressed to the County Council dated August 21, 1968 listing the road closures anticipated by the construction of the subject portion of Patapsco Freeway is acknowledged.

We concur with the necessity for closing existing Norris Lane, Cottage Avenue, Rosebank Avenue, Bletzer Road, Eleanor Terrace and Fischer Road between the limits described.

Our review of available information indicates no additional Baltimore County maintained roads affected by this segment of Patapsco Freeway.

Very truly yours,

Thornton M. Mouring

for ALBERT B. KALTENBACH, P.E.
Director of Public Works

END:EJH:llw

cc: Malcolm D. Philpot
Mr. A. G. Downs
Mr. A. L. Grubb
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. L. C. Moser
Mr. H. J. Pistel

RECEIVED

SEP 26 1968

BUREAU OF
HIGHWAY STATISTICS

STATE OF MARYLAND

STATE ROADS COMMISSION

300 WEST PRESTON STREET

BALTIMORE, MD. 21201

(MAILING ADDRESS-P O BOX 717, BALTIMORE, MD 21203)

Date: September 25, 1968

TO THE Department of Public Works

FOR Baltimore County

ATTN: Mr. Albert Kaltenbach

CONTRACT NO. B-938-2-426
F.A.P. NO.
ROUTE Southeast Freeway
U.S. Route 40 to Old Eastern Avenue

RE: Notice of Proposed County Road Closure

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following County road(s) within the limits described below:

Golden Ring Road	- From its intersection with U.S. Route 40 (Pulaski Highway) easterly for a distance of 100 feet more or less and from the east end of the Southbound Roadway structure carrying the Baltimore Beltway over the B and O Railroad easterly for a distance of approximately 500 feet.
Celest Avenue	- From its present terminus 70' southerly.
Catherine Avenue	- From a point approximately 150' east of Leeanne Road to a point approximately 450' southwest of Stemmers Run Road for a distance of approximately 1,000 feet.
Pope Avenue	- From its intersection with Eastern Boulevard to a point 125' west of Stemmers Run Road for a distance of approximately 950 feet.
Essex Avenue	- From its intersection with Eastern Boulevard northwesterl for a distance of 100' and from its intersection with Eastern Boulevard southeasterly and thence southerly for a distance of 600'.

Cardinal Road	- From its intersection with Doolittle Road southeasterly for a distance of 50'.
Doolittle Road	- From its intersection with Cardinal Road northeasterly for a distance of 50'.
Alley	- From its intersection with Cardinal Road and Doolittle Road northwesterly to its intersection with another Alley for a distance of 150 feet.
Alley	- From its intersection with another Alley northeasterly to a point 125' southwesterly of Stemmers Run Road for a distance of 200'.

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of the State Roads Commission's right of way mosaic and tentative and/or final right of way plats which pertain to the areas involved. Preliminary construction plans furnished to the County July 16, 1968 and August 7, 1968 for participation in the preliminary field investigation and subsequent conference provide construction details to supplement the information provided by the mosaic and right of way plats.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of the County road or roads within the limits described herein is requested.

A subsequent resolution by the Commission requesting the County's formal action to close affected county road(s) within the limits indicated above will be submitted.

Very truly yours,

M. D. Philpot

Malcolm D. Philpot, Chief
Bureau of Special Services

ATTACHMENT
MDP/bs Mr. A.L. Grubb
CC: ~~Mr. G.W. Goldsborough~~
Mr. L.C. Moser
Mr. G.W. Cassell
Mr. H.J. Pistel
District Engineer, District No. 4

Preliminary plats numbered
1,2,8,9,10

COMMISSION MEMBERS

JEROME B. WOLFF
CHAIRMAN OF COMMISSION
AND DIRECTOR OF HIGHWAYS

S. WALTER BOGLEY, JR.
HARLEY P. BRINSFIELD
LESLIE H. EVANS
JOHN J. McMULLEN
WILLIAM B. OWINGS
FRANK THORP

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

DAVID H. FISHER,
DEPUTY DIRECTOR AND
CHIEF ENGINEER

WALTER E. WOODFORD, JR.
PROGRAM COORDINATOR

DEPUTY CHIEF ENGINEERS

WALTER J. ADDISON,
PLANNING & SAFETY
CORDT A. GOLDEISEN,
DEVELOPMENT ENGINEERING
LISLE E. McCARL,
OPERATIONS

August 28, 1968

Mr. A. B. Kaltenbach, Director
Department of Public Works
Baltimore County
County Office Building
Towson, Maryland 21204

Contract No. B-811-44-471
Patapsco Freeway
Merritt Boulevard to Fischer
Road

Re: Proposed County Road Closings

Dear Mr. Kaltenbach:

Reference is made to our letter dated February 26, 1968, submitting to you for your review and comments a letter of understanding addressed to the County Council of Baltimore County, listing certain County Roads which the State Roads Commission deems necessary to close as part of the construction of the Patapsco Freeway.

We also requested the names of any other County Roads affected, but not listed.

Since we have received no comments from the County, we are re-submitting the letter of understanding listing the County Roads affected and giving the limits of closure based upon final right-of-way plats.

We request your attention to this matter so that the Commission may prepare and submit a formal petition to the County for action.

Very truly yours,

DHF/DDM/ggs

David H. Fisher
Deputy Director- Chief Engineer

Attachments:

CC: Mr. Hugh G. Downs
Mr. Albert L. Grubb
Mr. Malcolm D. Philpot
Mr. Leroy C. Moser
Mr. George W. Cassell
Mr. Harry J. Pistel

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

August 21, 1968

TO THE COUNTY COUNCIL

FOR BALTIMORE COUNTY

Contract No. B-811-44-471
Patapsco Freeway
Merritt Boulevard to Fischer Road

Re: Notice of Proposed County Road Closure

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following County road(s) within the limits described below:

1. Norris Lane 3992

515'± will be closed, beginning at the eastern right-of-way line of Existing North Point Boulevard and extending in a northeasterly direction the aforesaid distance. Trappe Road will replace access.

2. Cottage Avenue 2896

520'± will be closed, beginning at the most westerly intersection with Norris Lane and extending along its existing alignment the aforesaid distance.

3. Rosebank Avenue 2151

410± will be closed, beginning approximately 850' east of its intersection with North Point Boulevard and extending in a northeasterly direction the aforesaid distance. Severed access will be replaced by way of Edgewater Place and Cove Road.

4. Bletzer Road 1644

445'± will be closed, beginning approximately 600' east of its intersection with Old North Point Road and extending in a northeasterly direction the aforesaid distance. Severed access will be replaced by way of Cove Road.

COUNTY COUNCIL
BALTIMORE

Contract No. B-811-44-471

5. Eleanor Terrace 3999

335'± and 300'± of Existing and proposed Eleanor Terrace will be closed, beginning approximately 420' east of its intersection with Old North Point Road, and extending in a northeasterly direction the aforesaid distance.

6. Fischer Road 2152

310'± will be closed, beginning approximately 370' east of its intersection with Old North Point Road, and extending in a northeasterly direction the aforesaid distance, access that is severed will be by way of Relocated Beachwood Road.

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of the State Roads Commission's right-of-way mosaic and final right-of-way plats which pertain to the areas involved. Preliminary construction plans furnished to the County April 25, 1967, for participation in the preliminary field investigation and P. I. letter dated January 10, 1968, provide construction details to supplement the information provided by the mosaic and right-of-way plats.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of the County road or roads within the limits described here in requested.

A subsequent resolution by the Commission requesting the County's formal action to close affected County road(s) within the limits indicated above will be submitted.

Very truly yours,

MDP/DDM/ggs

Malcolm D. Philpot, Chief
Bureau of Special Services

CC: Mr. Hugh G. Downs
Mr. Albert L. Grubb
Mr. Leroy C. Moser
Mr. George W. Cassell
Mr. Harry J. Pistel, District Engr.- Dist. No. 4

Attachments:

Right of Way Mosaic
Right of Way Plats- Nos. 37230 - 35509 - 35512 - 35515 - 35518 - 35521
35506 - 35510 - 35513 - 35516 - 35519 - 37583
35508 - 35511 - 35514 - 35517 - 35520

STATE OF MARYLAND

STATE ROADS COMMISSION

300 WEST PRESTON STREET
BALTIMORE, MD. 21201

(MAILING ADDRESS-P.O. BOX 717, BALTIMORE, MD. 21203)

Date: August 19, 1968

TO THE Department of Public Works

FOR Baltimore County

Attention: Mr. Albert Kaltenbach

CONTRACT NO. B-735-4-426
F.A.P. NO.
ROUTE Md. 46
Metropolitan Boulevard
South of Wilkens Ave. to
U. S. Route 1

RE: Notice of Proposed County Road Closure

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following County road(s) within the limits described below:

A Street: From 100' East of Sutton Ave., to Rolling Road
B Street: From Sutton Ave. to Rolling Road
C Street: From Rolling Road 450' easterly to its present end
D Street: From Rolling Road 350' easterly to its present end
Main Street: From 90' south of South Street to Baltimore-Washington Blvd.
Railroad Street: From 450' east of East Street 460' easterly to its present end.
Magnolia Ave.: From Maple Ave. 140' northerly.
Maple Ave.: From Magnolia Ave. 100' westerly and from Magnolia Ave. 280' easterly.
Hazel Ave.: From 210' east of Magnolia Ave. 370' easterly.
Sulphur Spring Road: From 100' east of Rolling Road 410' easterly
Tulip Ave.: From 300' east of Magnolia Ave. 390' easterly

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of the State Roads Commission's right of way mosaic and tentative and/or final right of way plats which pertain to the areas involved. Preliminary construction plans furnished to the County June 22, 1967 for participation in the preliminary field investigation and subsequent conference provide construction details to supplement the information provided by the mosaic and right of way plats.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of the County road or roads within the limits described herein is requested.

A subsequent resolution by the Commission requesting the County's formal action to close affected county road(s) within the limits indicated above will be submitted.

Very truly yours,

Malcolm D. Philpot, Chief
Bureau of Special Services

Attachment
MDP/bs
CC: Mr. ~~XXXXXXXXXXXXXX~~ A. L. Grubb
Mr. L.C. Moser
Mr. G.W. Cassell
Mr. H. J. Pistel
District Engineer, District No. 4

34578
34580
36941
36942
36943
36945

Baltimore County

HARVEY 2830 WALKER AVE IN PIKESVIL FR MD OLD OLD

February 5, 1968

W. Lee Harrison, Esq.
Attorney at Law
607 Loyola Federal Building
22 West Pennsylvania Avenue
Towson, Maryland 21204

Dear Mr. Harrison:

Upon receipt of your letter of December 14, 1967 concerning the ownership of the bed of Old Court Road between Reisterstown Road and Park Heights Avenue, our Right of Way Division was requested to ascertain ownership.

Their report has just been received and I attach a copy thereof in its entirety with a plat. I trust this will convey the information needed.

On the basis of the report it is evident that it is not a State road and we would have no authority for its closing. It is suggested that contact be had with the County officials if it is your desire to proceed further with this matter.

With kindest regards, I remain

Sincerely,

Jerome B. Wolff
Chairman-Director

JBW:mh
Attachment

Baltimore County

February 5, 1968

W. Lee Harrison, Esq.
Attorney at Law
607 Loyola Federal Building
22 West Pennsylvania Avenue
Towson, Maryland 21204

Dear Mr. Harrison:

Upon receipt of your letter of December 14, 1967 concerning the ownership of the bed of Old Court Road between Reisterstown Road and Park Heights Avenue, our Right of Way Division was requested to ascertain ownership.

Their report has just been received and I attach a copy thereof in its entirety with a plat. I trust this will convey the information needed.

On the basis of the report it is evident that it is not a State road and we would have no authority for its closing. It is suggested that contact be had with the County officials if it is your desire to proceed further with this matter.

With kindest regards, I remain

Sincerely,

Jerome B. Wolff
Chairman-Director

JBW:mh
Attachment

January 29, 1968

Baltimore County General File - 60012

TO: Mr. Jerome B. Wolff
Chairman-Director

FROM: LeRoy C. Moser
Chief, Right of Way Division

Reference is made to Mr. W. Lee Harrison's letter of December 14, 1967, addressed to you and your memorandum of 12/24/67 to me, requesting that we furnish the information requested by Mr. Harrison.

We regret very much that there has been delay in assembling this information, which delay has been due to:-

(1) A misunderstanding about which particular section of Old Court Road that Mr. Harrison has reference to, and

(2) Then some difficulty in tracing down pertinent information from Commission's old records.

We attach a copy of a portion of the tax map for this area, on which we have colored in red that section of the Old Court Road (Original), to which Mr. Harrison refers.

We have found that Commission minutes of June, 1925, (these minutes no longer seem to be in existence; this information was obtained from Traffic Department records, which were assembled sometime ago from old Commission records), provided for the Commission taking this road into the State System from Baltimore County and which was apparently done as a result of this Commission action.

Apparently, this transfer was merely a transfer of the County's right, title and interest and also apparently no reference to any right of way width. We can find no record of a right of way having been conveyed to the County

prior to the County transferring this road to the Commission. We, therefore, must assume that the County merely had a prescriptive easement which was probably limited to a 30 foot width by virtue of statute.

Then, by action of the Commission on June 27, 1966, the Commission approved conveying to Baltimore County all of its right, title and interest in sections of the Old Court Road, (Original), and Walker Avenue, extending from Reisterstown Road to Park Heights Avenue, including the section of the original Old Court Road which Mr. Harrison is inquiring about. This deed was executed by the Commission on June 27, 1966 and by the Board of Public Works on July 1, 1967 and recorded August 10, 1966, among the Land Records of Baltimore County, in Liber 4656 and folio 415. This conveyance is a quitclaim deed for all right, title and interest of the Commission.

In summary, it is our belief that there is merely a public prescriptive title, which is vested in the County, with a 30 foot width based on a rather old statute that specifies all County roads shall be a minimum of 30 feet.

LCM:bb

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
MONDAY, JULY 15, 1968

* * *

Chairman-Director Wolff executed triplicate copies of agreement dated July 15, 1968, between the State Roads Commission and Baltimore County, Maryland, applicable to construction of highways on the Federal-aid road system in Baltimore County, utilizing Federal funds made available by the Commission, as more fully described as follows and subject to the terms and conditions stated:

FEDERAL AID PROJECTS	DESCRIPTION
US-1280 (4)	Towsontowne Boulevard (R/W)
US-1280 (5)	Towsontowne Boulevard (Const.)
US-1282 (7)	Lansdowne Road (R/W)
US-1282 (8)	Lansdowne Road (Const.)
US-1353 (7)	Rossville Boulevard (R/W) B & O RR to Eastern Avenue
US-1353 (8)	Rossville Boulevard (Const.) B & O RR to Stemmers Run Road
US-1353 (8)	Rossville Boulevard (Const.) Golden Ring Road Connection
US-1353 (9)	Rossville Boulevard (R/W) JFK Expressway to B & O RR
US-1353 (10)	Rossville Boulevard (Const.) JFK Expressway to B & O RR
US-1353 (11)	Rossville Boulevard (Const.) Stemmers Run Road to Eastern Avenue
US-1356 (3)	Radecke Avenue (Const.)
US-1356 (4)	Radecke Avenue (R/W)
US-1365 (3)	Bosley Avenue (R/W)
US-1365 (4)	Bosley Avenue (Const.)
US-9443 (6)	Joppa Road (Const.)
US-9443 (7)	Joppa Road (R/W)
SU-9443 (8)	Joppa Road (R/W)
SU-9443 (9)	Joppa Road (Const.)

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

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

TO: Mr. George W. Cassell, Chief
Bureau of Highway Statistics
Planning & Programming
Division

DATE: July

FROM: Mr. J. L. White
Acting Chief
Bureau of Highway
Planning

RE: Route
Numbe

MD 695

* * * *

In response to your memo of May 11, 1968 regarding assignment of a State Route Number to the Patapsco Neck Freeway, we recommend number Md. 695. This facility will be an extension of the Beltway for all practical purposes and should continue the same number as the Interstate System for the convenience of the motoring public.

J L White

JLW:L:x

I thought we agreed on this last year.

TO: Mr. George W. Cassell, Chief
Bureau of Highway Statistics
Planning & Programming
Division

DATE: July 9, 1968

FROM: Mr. J. L. White
Acting Chief
Bureau of Highway
Planning

RE: Route & Control Section
Numbers

* * * *

In response to your memo of May 11, 1968 regarding assignment of a State Route Number to the Patapsco Neck Freeway, we recommend number Md. 695. This facility will be an extension of the Beltway for all practical purposes and should continue the same number as the Interstate System for the convenience of the motoring public.

J L White

JLW:L:x

I thought we agreed on this last year.

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. H. J. Pistel (2)
Mr. M. M. Brodsky
Mr. F. P. Scrivener
Mr. E. D. Reilly
Contract B-721-13-472;
FAP#I-70N-4(14)92

Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. H. G. Downs (4)
Mr. L. C. Moser (2)
Mr. M. D. Philpot
Secretary's File
SRC-Baltimore County File

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
WEDNESDAY, MAY 1, 1968
* * *

On recommendation of Program Coordinator Woodford for Deputy Director-Chief Engineer Fisher in letter dated May 1, 1968, Chairman and Director Wolff approved submission of the following petition to the County Council for Baltimore County, Towson, Maryland 21204, for the closing of a portion of the county road affected by construction of Interstate Route 70N, State Roads Commission Contract No. B-721-13-472:

"April 25, 1968

TO THE COUNTY COUNCIL
FOR BALTIMORE COUNTY
TOWSON, MARYLAND 21204

PETITION FOR THE CLOSING OF CERTAIN COUNTY ROADS
AFFECTED BY CONSTRUCTION OF INTERSTATE ROUTE 70N

STATE ROADS COMMISSION CONTRACT NO. B-721-13-472

Now comes the Maryland State Roads Commission pursuant to Section 135 of Article 25, Annotated Code of Maryland (1966 Replacement Volume as Amended), and prays that the proper action be taken to authorize the closing of the portion of the following road as indicated below:

1. Eberhardt Ave.-------From its intersection with Ingleside Ave. northwesterly toward Calvert Road.
Total length of closure = 455'
0.08 mi. ±

The portion of the public road proposed to be closed is shown on the following plat prepared by the Maryland State Roads Commission on the dates shown and titled 'Interstate Route 70N, Baltimore City Line to Baltimore Beltway'. Filed in the office of the County Commissioners for Baltimore County and open for the inspection of the public.

Plat Numbers---34310
34311

See attached map for the location of the following replacements:

The portion of Eberhardt Avenue to be closed will be replaced by the construction of Colonial Park Avenue from its intersection with Ingleside Avenue northwesterly to Calvert Road and Eberhardt Road Intersection. Length of Colonial Park Ave. = 700'.

WHEREFORE, Your Petitioner respectfully prays that the County Council for Baltimore County takes the necessary action to authorize the closing of the aforegoing portion of the public road.

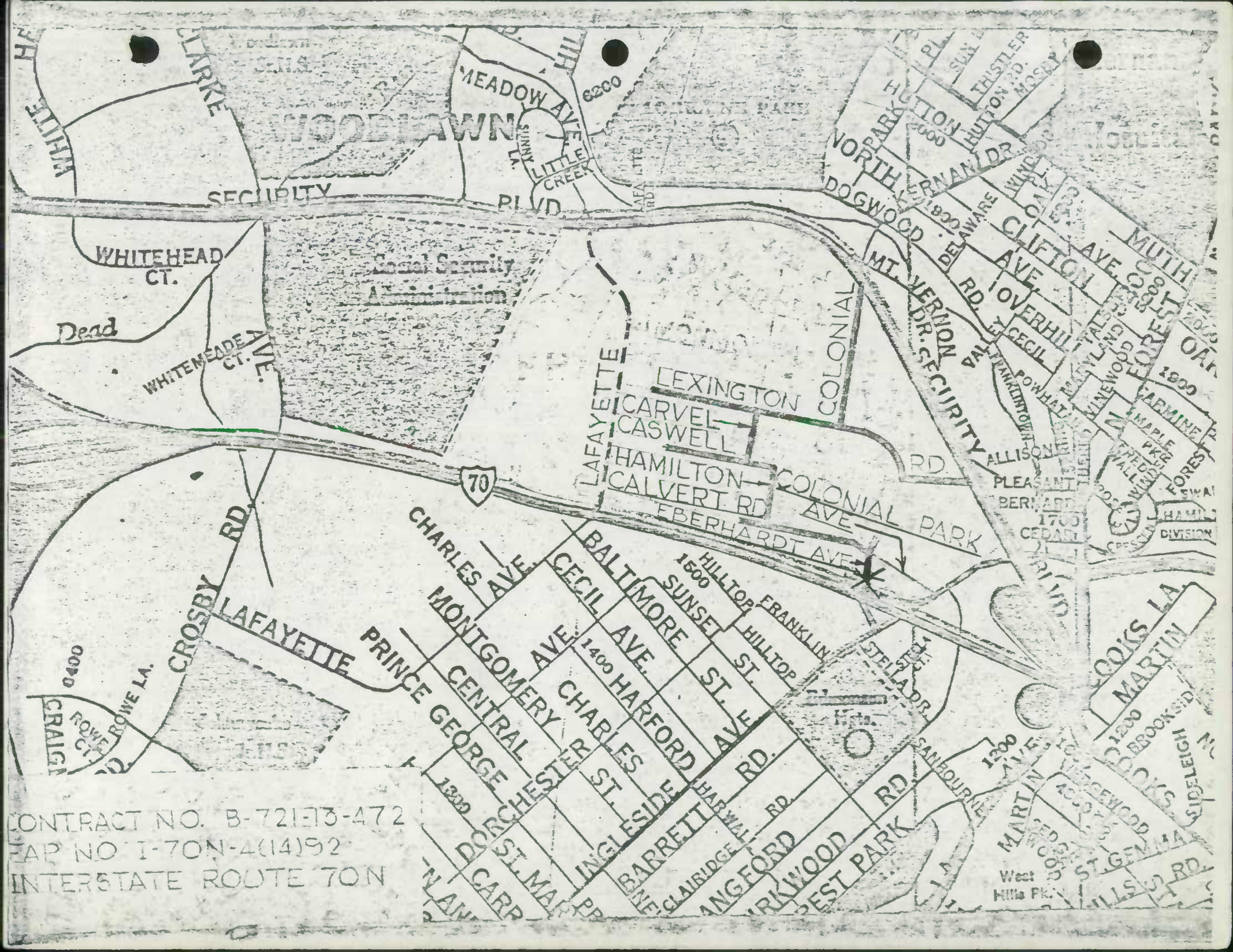
MARYLAND STATE ROADS COMMISSION

By: (Sgd.) Jerome B. Wolff
Jerome B. Wolff
Chairman - Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

(Sgd.) Nolan H. Rogers
Nolan H. Rogers
Special Attorney

(Sgd.) Austin W. Smith
Austin W. Smith
Secretary"


CONTRACT NO. B-72113-472
FAP NO. I-70N-4(14)92
INTERSTATE ROUTE 70N
WOODLAWN
MEADOW AVE.
SUNNY LA.
LITTLE CREEK
SECURITY BLVD.
WHITEHEAD CT.
Dead
WHITEMEADE AVE.
Social Security Administration
WHITE
CLARKE
LAFAYETTE
LEXINGTON
CARVEL
CASWELL
HAMILTON
CALVERT RD
EBERHARDT AVE
COLONIAL AVE
COLONIAL PARK
MT. VERNON DR.
DOGWOOD RD
NORTH
PARK
HUTTON
BRANAN DR.
THISTLER
DELAWARE
CLIFTON AVE.
OVERHILL RD.
CECIL
POWHATAN
ALLISON
PLEASANT
BERNARD
CEDAR
MAPLE PKE
FOREST
FARMINE
MARTIN
COOKS LA
BROOKSIDE
SIDELEIGH
West Hills Park
70
CHARLES AVE.
CECIL AVE.
BALTIMORE ST.
SUNSET
HILLTOP
FRANKLIN
MONTGOMERY AVE.
CENTRAL
CHARLES
HARFORD AVE
PRINCE GEORGE
CHESTER ST.
INGLESIDE
BARRETT RD.
HARWAL RD.
CLAIRIDGE
LANGFORD
PARKWOOD
WEST PARK
CARR
ST. MARY
LAFAYETTE
CROSBY RD.
ROWE LA.
ROWE CT.
CRAIGA
STEIN DR.
SANBOURNE
1400
1600
1800
1900
6200
0400

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

February 26, 1968

Mr. A. B. Kaltenbach, Director
Department of Public Works of
Baltimore County
County Office Building
Towson, Maryland 21204

Contract No. B-811-44-471
Patapsco Freeway
Merritt Boulevard to Fischer
Road

Re: Proposed County Road Closings

Dear Mr. Kaltenbach:

We are submitting to you for review and comments a letter of understanding addressed to the County Council of Baltimore County, listing certain County roads which we deem necessary to close as part of the construction of subject Patapsco Freeway.

The list of roads are within the area from Norris Lane (Station 276+) to Fischer Road (Station 349+). The extent of closure and treatment for replacement are shown on the attached copy of right-of-way mosaic and right-of-way plats listed in letter of understanding.

Please include in your comments any other County roads which we have not listed.

Very truly yours,

MDP/DDM/ggs

Malcolm D. Philpot, Chief
Bureau of Special Services

Attachment:

CC: Mr. Cordt A. Goldeisen
Mr. Leroy C. Moser
Mr. George W. Cassell
Mr. H. J. Pistel

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

February 26, 1968

TO THE COUNTY COUNCIL

FOR BALTIMORE COUNTY

Contract No. B-811-44-471
Patapsco Freeway
Merritt Boulevard to Fischer Road

Re: Notice of Proposed County Road Closure

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following County road(s) within the limits described below:

1. Norris Lane Co 3997 - MAP 4B

550'± will be closed, beginning at the eastern right-of-way line of Existing North Point Boulevard and extending in a northeasterly direction the aforesaid distance. Trappe Road will replace access.

2. Cottage Avenue Co. 2896 - MAP 4B

540'± will be closed, beginning at the most westerly intersection with Norris Lane and extending along its existing alignment the aforesaid distance.

3. Rosebank Avenue Co. 2151 - MAP 4B

410'± will be closed, beginning approximately 850' east of its intersection with North Point Boulevard and extending in a northeasterly direction the aforesaid distance. Severed access will be replaced by way of Edgewater Place and Cove Road.

4. Bletzer Road Co. 1644 - MAP A

450'± will be closed, beginning approximately 600' east of its intersection with Old North Point Road and extending in a northeasterly direction the aforesaid distance. Severed access will be replaced by way of Cove Road.

COUNTY COUNCIL
BALTIMORE

Contract No. B-811-44-471

5. Eleanor Terrace Co. 3999 - map A

230'± of Existing Eleanor Terrace will be closed, beginning approximately 420' east of its intersection with Old North Point Road, and extending in a northeasterly direction the aforesaid distance.

6. Fischer Road Co. 2152 - map A

310'± will be closed, beginning approximately 370' east of its intersection with Old North Point Road, and extending in a northeasterly direction the aforesaid distance, access that is severed will be by way of Relocated Beachwood Road.

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of the State Roads Commission's right-of-way mosaic and tentative right-of-way plats which pertain to the areas involved. Preliminary construction plans furnished to the County April 25, 1967, for participation in the preliminary field investigation and P. I. letter dated January 10, 1968, provide construction details to supplement the information provided by the mosaic and right-of-way plats.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of the County road or roads within the limits described herein is requested.

Very truly yours,

MDP/DDM/ggs

Malcolm D. Philpot, Chief
Bureau of Special Services

CC: Mr. Cordt A. Goldeisen
Mr. Leroy C. Moser
Mr. George W. Cassell
Mr. Harry J. Pistel, District Engr.- Dist. No. 4

Attachments:

Right of Way Mosaic
Right of Way Plats - Nos. 29818, 35506, 35508, 35509, 35510, 35511, 35512, 35513, 35514, 35515, 35516, 35517, 35518, 35519, 35520, 35521

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. H. J. Pistel, Jr. (2)
Mr. M. M. Brodsky
Mr. F. P. Scrivener
Mr. E. D. Reilly
Contract B-725-4-7-472
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. H. G. Downs (4)
Mr. L. C. Moser (2)
Mr. M. D. Philpot
Secretary's File
SRC-Baltimore County File

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
MONDAY, JANUARY 22, 1968
***

On recommendation of Deputy Director-Chief Engineer Fisher in letter dated January 19, 1968, Chairman and Director Wolff approved submission of the following petition to the County Council for Baltimore County, Towson, Maryland 21204, for the closing of certain county roads affected by construction of Interstate Route 95, State Roads Commission Contract No. B-725-4;-7-472:

"TO THE COUNTY COUNCIL
FOR BALTIMORE COUNTY
TOWSON, MARYLAND 21204

PETITION FOR THE CLOSING OF CERTAIN COUNTY ROADS
AFFECTED BY CONSTRUCTION OF INTERSTATE ROUTE 95

STATE ROADS COMMISSION CONTRACT NOS. B-725-4;-7-472

Now comes the Maryland State Roads Commission pursuant to Section 135 of Article 25, Annotated Code of Maryland (1966 Replacement Volume as Amended), and prays that the proper action be taken to authorize the closing of those portions of the following roads as indicated below:

1. Sulphur Spring Road-----From approximately 1375' east of its intersection with Benson Avenue to approximately 1375' west of its intersection with Washington Boulevard (U. S. Route 1).
Total length of closure = 2330'

2. Waelchli Avenue---------From approximately 980' east of its intersection with Potomac Avenue to approximately 80' west of Vera Avenue.
Total length of closure = 340'

3. Ashbourne Avenue--------From approximately 560' north of its intersection with Francis Avenue to approximately 290' south of its intersection with Elm Road.
Total length of closure = 370'

4. Huntsmoor Road----------From approximately 260' north of intersection of Ingate Road to approximately 390' south of its intersection with Elm Road.
Total length of closure = 300'

Copy: Mr. D. E. Fisher
Mr. L. T. McCoy
Mr. C. A. Gallagher
Mr. R. J. Bizzell, Jr. (2)
Mr. W. T. Brooks
Mr. F. T. Schlinger
Mr. T. D. Willis
Contract B-725-5-1-72

Mr. G. E. Lewis, Jr. (2)
Mr. G. T. Cassell
Mr. M. G. Young (3)
Mr. T. G. Shaw (2)
Mr. W. G. Wilkes
Secretary's File
Site-Selection Comm File

RESOLUTION OF ACTION OF STATE HIGHWAY COMMISSION OF KANSAS
BY CHAIRMAN AND DIRECTOR JIMMY R. SHAW
MONDAY, JANUARY 22, 1973
***

On recommendation of County Director-Chief Engineer Fisher in letter dated January 17, 1973, Chairman and Director Shaw presented and adoption of the following resolution to the County Council for Baldwin County, Kansas, January 22, 1973, for the closing of certain county roads affected by construction of Interstate Route 70, State Work Consolidated Contract No. B-725-5-1-72:

"TO THE COUNTY COUNCIL
FOR BALDWIN COUNTY
TOPEKA, KANSAS 6612?

PETITION FOR THE CLOSING OF CERTAIN COUNTY ROADS
AFFECTED BY CONSTRUCTION OF INTERSTATE ROUTE 70

STATE WORK CONSOLIDATION CONTRACT NO. B-725-5-1-72

The owner the Kansas State Highway Commission requests to Section 225 of Article 25, Statutes of Kansas (1972 Supplement) which is amended), and prays that the proper action be taken to authorize the closing of those portions of the following roads as indicated below:

1. Baldwin Parish Road----From approximately 1275' east of the intersection with Benson Avenue to approximately 1275' west of its intersection with Washington Boulevard (U. S. Route 1).
Total length of closure = 2550'

2. Vatorbilt Avenue----From approximately 200' east of the intersection with Tecumseh Avenue to approximately 80' west of Vera Avenue.
Total length of closure = 280'

3. Lakeshore Avenue----From approximately 300' north of its intersection with Kansas Avenue to approximately 750' south of its intersection with 7th Street.
Total length of closure = 1050'

4. Hammond Road----From approximately 500' north of intersection of Sierra Road to approximately 1000' south of its intersection with 7th Street.
Total length of closure = 1500'

5. Viaduct Avenue----------From approximately 500' north of its intersection with Woodland Drive to its intersection with Rolling Road (Maryland Route 166).
Total length of closure = 1150'

6. Vera Avenue----------From approximately 300' north of Waelchli Avenue to end.
Total length of closure = 270'

The portion of the public Roads proposed to be closed are shown on the following plats prepared by the Maryland State Roads Commission on the dates shown and titled 'Interstate 95, Baltimore City Line to Patapsco River'. Filed in the office of the County Commissioners for Baltimore County and open for the inspection of the public.

Plat Numbers -- 34788
34789
34791
34794
35834
35657
35658
35659
35663
35668

See attached map for the location of the following replacements:

The portion of Sulphur Spring Road to be closed will be replaced by a relocation which will cross Interstate Route 95 by a bridge approximately 960' southwest of the existing crossing. Length of Relocated Sulphur Spring Road = 4550'±.

Access to portions of Waelchli Avenue, Vera Avenue, and Gunther Avenue on the east side of I-95 will be accomplished by the construction of a connection between Vera Avenue and Woodside Avenue.

WHEREFORE, Your Petitioner respectfully prays that the County Council for Baltimore County take the necessary action to authorize the closing of the aforegoing portions of the public roads.

MARYLAND STATE ROADS COMMISSION

By: Jerome B. Wolff
Jerome B. Wolff
Chairman - Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Nolan H. Rogers
Nolan H. Rogers
Special Attorney

Austin W. Smith
Austin W. Smith
Secretary
1/22/68

5. Linden Avenue----------From approximately 500' north of its intersection with Woodland Drive to its intersection with Sullivan Road (Purdue Trade 1050).
Total length of closure = 1130'.

6. Cary Avenue----------From approximately 100' north of Meridian Avenue to end.
Total length of closure = 270'

The portion of the public roads proposed to be closed are shown on the following plats prepared by the Imperial State Bank Formulation on the dates shown and filed in "Ordinance Book 25, Ordinance Date Line 24 Attorney". Filed in the office of the County Commissioners for Whitmore County and open for the inspection of the public.

Plat Numbers -- 30100
30200
30300
30400
30500
30600
30700
30800
30900
31000
31100

The attached map for the location of the following roadways:

The portion of Sullivan Drive that to be closed will be replaced by a relocation which will cross Interstate Route 25 by a bridge approximately 580' southwest of the existing crossing. Length of Sullivan Drive Replacement = 8100'.

Access to portions of Meridian Avenue, Cary Avenue, and Gardner Avenue on the east side of I-25 will be accomplished by the construction of a connection between Cary Avenue and Meridian Avenue.

THEREFORE, Your Petitioner respectfully prays that the County Commissioners of Whitmore County take the necessary action to authorize the closing of the aforesaid portions of the public roads.

RESPECTFULLY SUBMITTED

Approved as to form and legality:

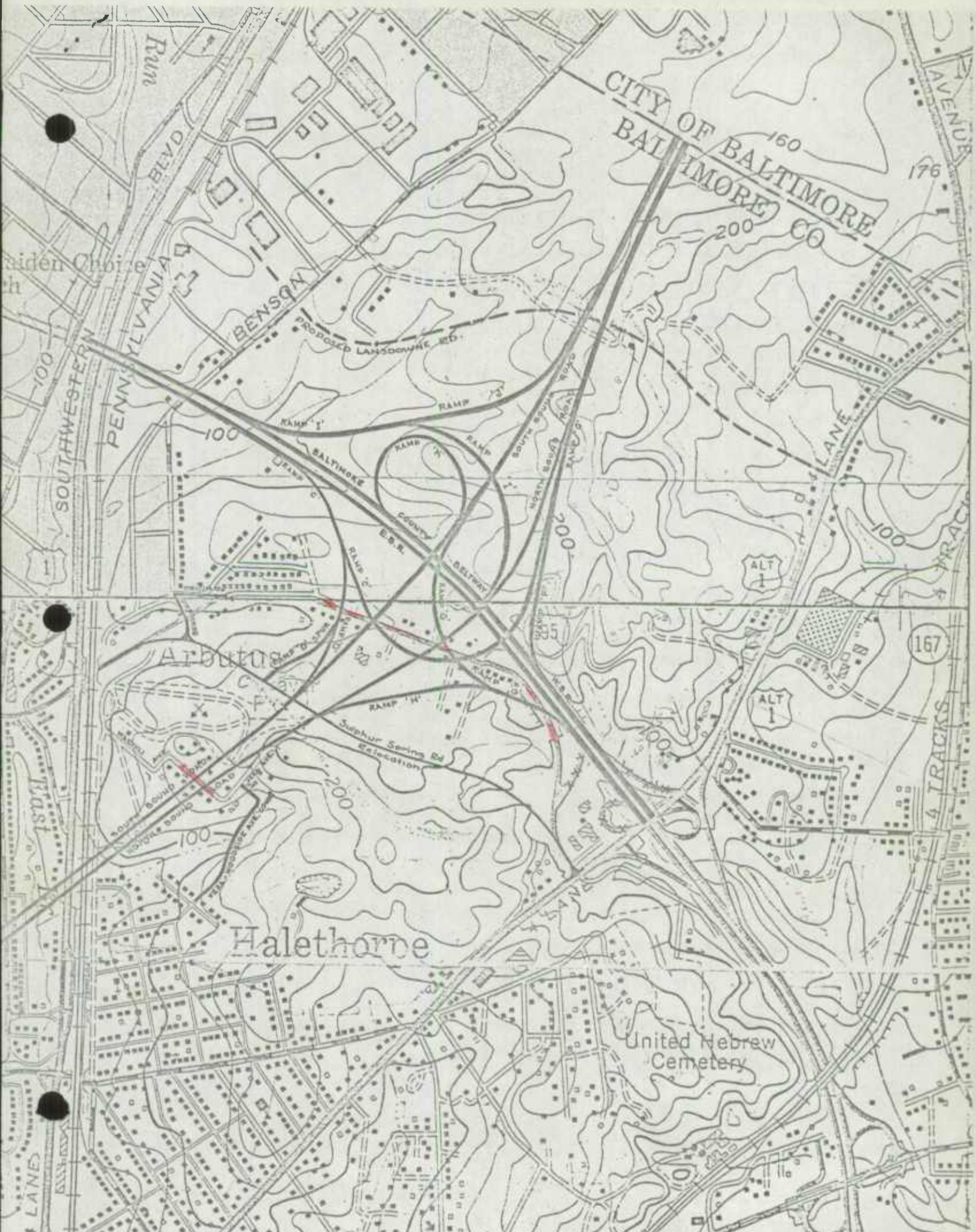
Lois G. Superior Attorney

By: Jerome B. Smith
Jerome B. Smith
Chairman - Director

Brian T. Jones
Brian T. Jones
Deputy Attorney

Austin V. Smith
Austin V. Smith
Secretary

1/22/00


CITY OF BALTIMORE
BALTIMORE CO
BENSON
PROPOSED LANSDOWNE RD.
SOUTHWESTERN
PENNSYLVANIA
BLVD
RAMP 'I'
RAMP 'J'
RAMP 'K'
RAMP 'C'
RAMP 'D'
RAMP 'H'
BALTIMORE
COUNTY
B.&O.R.R.
BELTWAY
SOUTH BOUND ROAD
NORTH BOUND ROAD
ALT 1
167
Arbutus
Sulphur Spring Rd
Relocation
Halethorne
United Hebrew
Cemetery
4 TRACKS
4 LANE
LANE
AVENUE
160
176
200
100

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

See petition dated 1-22-68
S.R.C. to Balto. Co. Council for action

Date: November 27, 1967

TO THE County Commission

FOR Baltimore County

CONTRACT NO. B-725-4-7-472
F.A.P. NO.
ROUTE Interstate Route 95
From Baltimore City Line to Patapsco River

RE: Notice of Proposed County Road Closure

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following County road(s) within the limits described below:

1. Sulphur Spring Road - From approximately 1,325' east of its intersection with Benson Avenue to approximately 1,375' west of its intersection with Washington Boulevard.
2. Waelchi Avenue - From approximately 980' east of its intersection with Potomac Avenue to approximately 300' west of its intersection with Gunther Avenue.
3. Ashbourn Road - From approximately 560' north of its intersection with Francis Avenue to approximately 290' south of its intersection with Elm Road.
4. Huntsmoor Road - From approximately 260' north of its intersection with Ingate Road to approximately 390' south of its intersection with Elm Road.
5. Viaduct Avenue - From approximately 500' north of its intersection with Woodland Drive to its intersection with Rolling Road, (Md. 166).

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of the State Roads Commission's right of way mosaic and tentative and/or final right of way plats which pertain to the areas involved. Preliminary construction plans furnished to the County February 10, 1960, November 16, 1966, February 21, 1967 for participation in the preliminary field investigation and subsequent conference provide construction details to supplement the information provided by the mosaic and right of way plats.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of the County road or roads within the limits described herein is requested.

A subsequent resolution by the Commission requesting the County's formal action to close affected county road(s) within the limits indicated above will be submitted.

Very truly yours,

Malcolm D. Philpot, Chief
Bureau of Special Services

MDP/bs
CC: Mr. C.A. Goldeisen
Mr. L.C. Moser
Mr. G.W. Cassell
Mr. H.J. Pistel
District Engineer, District No. 4

List of Right of Way Plats:

34788	35834	35663
34789	35657	35668
34791	35658	
34794	35659	

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
MONDAY, OCTOBER 9, 1967

* * *

Chairman and Director Wolff executed triplicate copies of a supplemental agreement dated September 25, 1967, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called "State," and The Northern Central Railway Company, and The Pennsylvania Railroad Company for itself and as lessee of The Northern Central Railway Company, parties of the second part, therein called "Railroad," which refers to a May 18, 1954 agreement between the State and the Railroad for the construction of an overhead bridge to carry the Baltimore County Beltway (now the Baltimore Beltway), Interstate Route 695, over the tracks of the Railroad near Riderwood, Baltimore County, at Railroad Valuation Station 528+26±. This bridge was constructed to carry two lanes of the Beltway and a turning movement lane for the Baltimore-Harrisburg Expressway on the northerly structure and two lanes on the southerly structure; however, inasmuch as the traffic now being carried by these bridge structures has increased to such volume that it is necessary that they be widened to provide an additional lane or lanes in each direction, the September 25, 1967 agreement provides that the original agreement be supplemented to include the required widening (Contract B-635-314-472), with the understanding that this may be done immediately in its entirety or a portion considered as a possible future improvement, in accordance with the terms and conditions more fully set forth therein.

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. W. N. Barnes (2)
Mr. M. D. Philpot (2)
Mr. H. G. Downs
Mr. A. L. Grubb (2)
Mr. H. P. Jones
Mr. W. J. Addison
Mr. W. B. Duckett
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Baltimore County
Contract B-635-314-472

11059

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

Chairman and Director Wolff executed the following deeds dated April 17, 1967, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Commission conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, parcel of land as indicated and as more fully described in the deed:

Grantee	Property Conveyed	In Accordance With
Jacob von Gunten and Diana, wife	2.73± acres of excess land in Baltimore County, being a portion of bed of old Reisterstown-Westminster Turnpike, former properties of Daniel D. F. Yellott, R/W Item 11058, and Winifred A. Smith Estate, R/W Item 11059, Contracts B-450 and C1-250; acquired by SRC from the President, Managers and Company of the Baltimore and Reisterstown Turnpike Road.	Request of grantee, who owns land lying on both sides of property being conveyed herewith

Copy: Mr. L. C. Moser (3)
Mr. R. D. Wooten
Board of Public Works of Maryland
Secretary's File
Contract B-450
" C1-250

April 10, 1967

Contracts: B-450 and C1-250
Reisterstown-Westminster Road
Re: Daniel D. F. Yellott property
Item Number: 11058
Winifred A. Smith Estate
Item Number: 11059

State Roads Commission of Maryland
Baltimore, Maryland

Board of Public Works of Maryland
Annapolis, Maryland

Gentlemen:

We present, herewith, for consideration by the Commission and the Board of Public Works, the following deed:

QUITCLAIM DEED to JACOB VON GUNTEN and DIANA VON GUNTEN, his wife, conveying an abandoned portion of the Baltimore and Reisterstown Turnpike Road between Reisterstown and Westminster.

The circumstances concerning this conveyance are as follows:

In 1915, the State Roads Commission acquired the old turnpike road by deed from the President Managers and Company of the Baltimore and Reisterstown Turnpike Road.

During the year 1941, under its contract No. B-450-1, the Commission relocated this road, and in so doing, abandoned maintenance on a part of the old road but did not remove the surfacing because the owners of the abutting property required the old surfacing to reach their remaining property.

Subsequently, Jacob von Gunten and wife did acquire the land lying on both sides of the old turnpike, and through their attorney, requested the Commission to quitclaim to them all its right, title and interest in and to that portion of the old road which lay within the confines of their property.

State Roads Commission of Maryland
Board of Public Works of Maryland

April 10, 1967

The matter was referred to the Chief Engineer, and after having an investigation made by former District Engineer E. C. Chaney, Mr. Fisher, on April 4, 1966, addressed the following communication to the writer:

"This is in response to your memorandum dated March 4, 1966, requesting advice as to whether or not the Commission's abandoned portion of Old Westminster Road adjoining the subject property is available for conveyance to Mr. von Gunten or whether it should be held by the Commission for possible use in improving the State highway system.

"From information presently available to this office, the right of way in question will not be needed for future improvement of U. S. 140. Mr. E. C. Chaney, District Engineer, has advised Mr. Wooten that he can see no reason from an engineering point of view for retention of this abandoned road by the Commission.

"The engineering review of this old turnpike road for further highway developments in this area shows no basis or need for retention. Therefore, we offer no objection consistent with the Commission relinquishing its rights, to convey this abandoned roadway to Mr. and Mrs. von Gunten.

"As requested, the entire folder on the subject, which was attached to your memorandum, is returned."

After that decision was made the matter was taken up with the attorney for the von Guntens, requesting certified copies of their various instruments to substantiate the fact that they did indeed now own the land on both sides of the old road to the north of the County Fair Inn property. We subsequently received such corroborative data. The deed was drawn and a copy of that instrument sent to the attorney for review and acceptability prior to its presentation to the Commission and the Board of Public Works.

We are now in receipt of two (2) letters from Mr. Johnson Bowie, attorney for the von Guntens, as follows.

The first is dated March 21, 1967, in which he states that, "Mr. and Mrs. von Gunten will pay the nominal consideration of $100.00 to cover the cost of the research work." The second is dated April 7, 1967, in which he states that, "I have gone over the proposed deed and it is acceptable to my clients."

State Roads Commission of Maryland
Board of Public Works of Maryland

April 10, 1967

The deed has been approved by the Legal Department as to legal form and sufficiency, and this Division recommends its execution by the Commission and the Board of Public Works.

Very truly yours,

LeRoy C. Moser
Chief, Right of Way Division

LCM/RDW:hra

cc: Mr. David H. Fisher - Chief Engineer

Attachment

INTERDEPARTMENTAL MEMORANDUM

STATE ROADS COMMISSION
300 W. PRESTON STREET
BALTIMORE MARYLAND 21201

Secretary's File
No. 44347

TO Mr. Austin W. Smith FROM R. D. Wooten DATE June 28, 1967

Re: Contract B 450 & C1-250
Daniel D. F. Yellott Property - Item No. 11058
Winifred A. Smith Estate, Item No. 11059

In order to complete your records, you are advised that the deed executed by the Commissioner of the Board of Public Works, to Jacob Von Gunten, was recorded among the Land Records of Baltimore County in Liber OTG 4770, Folio 314.

R. D. W.

RDW:ab

SPECIAL DEED FROM STATE ROADS COMMISSION & BOARD OF PUBLIC WORKS

Secretary's File No. 44347

11058 (F)
11059

SPECIAL RECITAL DEED—FORM RW 26-D (Amended 2/1/67) (1) R/W Div. Item No. Z-260

This Deed, Made this 17TH day of APRIL, in the year 1967, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and Spiro T. Agnew, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland and John A. Luetkemeyer, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part; hereinafter sometimes called the "GRANTORS"; and

Jacob von Gunten and Diana von Gunten, his wife,

party(ies) of the third part, hereinafter sometimes called the "GRANTEE(S)".

WHEREAS, **by a certain deed dated May 20, 1915 and recorded among the Land Records of Baltimore County in Liber W. P. C. #431, folio #587, the President, Managers and Company of the Baltimore and Reisterstown Turnpike Road did grant, convey, assign, release and quitclaim unto the State Roads Commission, acting for and on behalf of the State of Maryland, all its right, title, interest and estate whatsoever, both at law and in equity, in, to and over the bed of the Baltimore and Reisterstown Turnpike Road from the then limits of the City of Baltimore through Baltimore and Carroll Counties to the then present eastern limits of the City of Westminster, and**

WHEREAS, **during the year 1941 the State Roads Commission, under its contract number B-450-1 did cause to be relocated a new road between Reisterstown and Westminster, and in connection therewith, did acquire certain land, easements and rights as more fully shown and depicted on State Roads Commission of Maryland's plats numbered 4856, 4857, 4858 and 4859, and**

WHEREAS, **the relocation of said highway left the bed of the original Turnpike Road at station 77+71.75 and rejoined the said old Turnpike Road at approximately station 103+ as shown on the aforesaid plats, and**

WHEREAS, **the said relocation resulted in a portion of the old Turnpike right of way being left to the east of the relocated Reisterstown-Westminster Road, which it was no longer necessary to maintain in connection with the existing system of state highways, and**

WHEREAS, **the old Turnpike Road, as a result of said relocation, was barricaded and closed at the northernmost end thereof opposite station 98+ on plat No. 4858, and**

WHEREAS, **the said old Turnpike Road was, however, kept open at the southernmost end thereof and connected to the new road in order to provide access into the County Fair Inn property and a large 100 acre parcel of land lying on the east side of the old Turnpike Road north of the County Fair Inn property, and**

WHEREAS, **the said Jacob von Gunten and Diana von Gunten, his wife, subsequently acquired from Daniel D. Yellott the crescent shaped parcel of land lying between the said old Turnpike Road and the newly relocated Reisterstown-Westminster Road and have also subsequently acquired title to the 100 acre parcel of land lying to the east of the old Turnpike Road and to the north of the County Fair Inn property, and**

WHEREAS, **the said parties of the third part have now requested the State Roads Commission and the State of Maryland to abandon and quitclaim to them that portion of the old Turnpike Road which lies to the north of the County Fair Inn property, and**

WHEREAS, **the Engineering Division of the State Roads Commission has made a study of the area and has determined that there is no basis or need for the retention of the part of the old Turnpike Road north of the County Fair Inn property for future use in improving the state highway system, and**

WHEREAS, **the State Roads Commission, on the basis of said engineering study, is willing to so abandon and quitclaim unto the parties of the third part that portion of the old Turnpike Road which is no longer necessary to be retained by the state for the construction, operation,**

Liber OJH 4770 - Folio 314

maintenance, use and protection of the state highway leading from Baltimore to Westminster and/or its appurtenances, and

WHEREAS, under the provisions of Section 6, Article 89B of the Public General Laws of the State of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Roads Commission.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and quitclaim unto Jacob von Gunten and Diana von Gunten, his wife, all right, title and interest of the State Roads Commission and the State of Maryland, in and to all that portion of the bed of the old Reisterstown-Westminster Road which lies to the north of the County Fair Inn property in Baltimore County, Maryland, and which is more particularly generally described as follows, to wit:

BEGINNING FOR THE same at the point where said old Turnpike Road is intersected by the northernmost division line between the County Fair Inn property and the 100 acre parcel of land heretofore acquired by the parties of the third part from James Smith, et al., by a deed recorded in Liber 1606, folio 97 (the said point of beginning being approximately opposite station 82+35 as shown on said plat No. 4857), running thence for the centerline of said old Turnpike Road (66 feet wide) in a northwesterly direction for a distance of approximately 1,800 feet to the point where the said old Turnpike Road again intersects the easternmost right of way line of the relocated Reisterstown-Westminster Road as shown on plat No. 4858.

CONTAINING APPROXIMATELY 2.73 ACRES OF LAND, MORE OR LESS.

Being and comprising a part of the bed of the old Reisterstown-Westminster Turnpike, which, by deed dated May 20, 1915 and recorded among the Land Records of Baltimore County in Liber W.B.C. #431, folio #587, was granted and conveyed by the President, Managers and Company of the Baltimore and Reisterstown Turnpike Road unto the State Roads Commission, acting for and on behalf of the State of Maryland.

SUBJECT, HOWEVER, and reserving unto the State of Maryland to the use of the State Roads Commission of Maryland, its successors and assigns, all of the reservations, rights and conditions which are hereinafter more fully set forth in this instrument of writing.

RESERVING unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, forever, in fee simple, all the land, together with the appurtenances thereto belonging, or in any wise appertaining, lying between the outermost lines designated "Right of Way Line" as shown and/or indicated on the aforesaid plat(s), numbered

4856, 4857, 4858 and 4859

RESERVING unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, the right to create, use and maintain on the land shown hatched thus ▨ and thus ▨ on the above-mentioned plat(s) such drainage structures, stream changes and facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway and/or adjacent property and such slopes as are necessary to retain the highway and/or adjacent property; it being agreed upon between the parties hereto, however, that at such time as the contour of the land over which this easement is retained is changed so that the easement for slopes is no longer necessary to support the property retained by the State in fee-simple, then said easement for slopes shall cease to be effective.

RESERVING unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, the right to create, use and maintain on or across the land hereby conveyed and across the adjacent land of the "GRANTEE(S)" such waterways and/or inlets and outlets as are necessary in the opinion of the State Roads Commission for the drainage structures indicated in the legend shown in the left hand corner of the above mentioned plat(s).

~~RESERVING unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, the right to create, use and maintain on the land shown cross-hatched thus ▨ on the above mentioned plat(s), such stream changes, inlet ditches, outlet ditches and facilities as are necessary in the opinion of the State Roads Commission to care for whatever drainage structures which may be determined necessary by the States Roads Commission for the above mentioned project.~~

~~RESERVING unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, any and all right whatsoever of the "GRANTEE(S)", their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and the property hereby conveyed across the line which is designated "Right of Way Line of Through Highway", to the end that there never will be any vehicular, pedestrian and/or animal access to or from said THROUGH HIGHWAY and the remaining property of the "GRANTEE(S)" across the lines which are so marked on the above mentioned plat(s) except by means of such public road connections to EXPRESSWAYS or by means of such public and/or private road connections to CONTROLLED ACCESS ARTERIAL HIGHWAYS, as the "COMMISSION" may construct, or permit to be constructed.~~

~~RESERVING unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, it successors and assigns, any and all right whatsoever of the "GRANTEE(S)", their heirs, successors and assigns, of vehicular ingress or egress between the property hereby conveyed and the highway across that portion of the right of way line which is marked "THROUGHOUT THIS PORTION OF RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS DENIED", to the end that there will never be any vehicular access to or from said highway and the remaining property of the "GRANTEE(S)" across those portions of the said right of way lines which are so marked on the above mentioned plat(s).~~

~~RESERVING unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land, hereby retained in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected or with growing crops.~~

SUBJECT TO the perpetual covenant and condition that the old Turnpike Road will remain barricaded where it intersects the new road opposite station 100+ and that the entire portion of the old road, not hereby quitclaimed, will remain open and unobstructed in any manner whatsoever through its entire 470-foot frontage of the property known as the County Fair Inn property.

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

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

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises, hereinbefore described and mentioned, to the extent of the State's right, title and interest thereto, unto and to.

Jacob von Gunten and Diana von Gunten, his wife

SUBJECT, HOWEVER, TO EACH AND EVERY RESERVATION, RESTRICTION, CONDITION, COVENANT AND CONTROL SET FORTH IN THIS INSTRUMENT OF WRITING.

AND THE GRANTEE(S) HEREIN, by the acceptance of this deed, do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing, it being the intention hereof to perpetuate all of rights and privileges retained by the State of Maryland, to the use of the State Roads Commission of Maryland, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the property hereby conveyed and the remaining property of the "GRANTEE(S)" and shall be binding upon the "GRANTEE(S)", their heirs, successors and assigns, forever.

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto:

ATTEST:—

A. W. Smith — Secretary

Approved as to Form and Legal Sufficiency

Allan Thyer, Special Attorney 4/18/67

Special Attorney

Concurred in by

Chief, Right of Way Division

ATTEST:—

Andrew Heubeck Jr. — Secretary

STATE ROADS COMMISSION OF MARYLAND

By: ..... (SEAL)

Jerome B. Wolff

Chairman and Director of Highways for the State of Maryland

..... (SEAL)

Spiro T. Agnew — Governor of Maryland

..... (SEAL)

Louis L. Goldstein — Comptroller of Maryland

..... (SEAL)

John A. Luetkemeyer — Treasurer of Maryland

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND.

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 17th day of April in the year 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

Jerome B. Wolff

Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing deed to be the act of the State Roads Commission of Maryland, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

My Commission expires July 1, 1967

Notary Public

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

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

Spiro T. Agnew — Governor of Maryland
Louis L. Goldstein — Comptroller of Maryland
John A. Luetkemeyer — Treasurer of Maryland

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

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

My Commission expires July 1, 1967

Notary Public

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, JANUARY 4, 1967
***

Chairman and Director Funk executed agreement, in triplicate, dated December 12, 1966, 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 the State of Maryland, party of the second part, therein sometimes called "Commission," wherein the Railroad grants to the Commission, insofar as it has the legal right and its present title permits and subject to the terms, limitations and agreements therein set forth, the right, liberty and privilege of constructing, establishing, maintaining and renewing at Commission's sole cost and expense the proposed overhead dual highway bridges and approaches for the Patapsco Freeway, in the vicinity of Chesaco Park, between Back River and Pulaski Highway, in Baltimore County, on and over the main line tracks and property of the Railroad, as shown on Commission's Plat No. 33262 (Contract B-811-19-441), and wherein the parties thereto state more fully their respective aims and obligations in connection with the construction and maintenance of said structures.

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

Copy: Mr. D. H. Fisher
Mr. W. J. Addison
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. E. C. Chaney (2)
Mr. A. L. Grubb (2)
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. G. W. Cassell ✓
Mr. M. M. Brodsky
Mr. H. P. Jones
Mr. L. C. Moser (3)
Mr. W. B. Duckett (2)
Mr. E. K. Lloyd
Mr. H. G. Downs (4)
Mr. G. N. Lewis, Jr. (8)
Secretary's File
SRC-Baltimore County
Contract B-811-19-441

1 RW

THIS AGREEMENT, executed in triplicate, made and entered into this 12th day of December, 1966, 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, the Commission is constructing a new highway, called the Patapsco Freeway, between the Northeastern Expressway (John F. Kennedy Memorial Highway) and North Point Boulevard, and

WHEREAS, the Patapsco Freeway, as planned, will cross over the main line tracks and property of the Railroad by means of dual highway bridges in the vicinity of Chesaco Park, in Baltimore County, Maryland, the aforesaid work being sometimes referred to as the "Project", and

WHEREAS, the Project provides for a highway facility solely for the improvement of the highway traffic services, and the benefit to the Railroad from the construction is zero, and the cost to the Railroad is zero, 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 Federal and Commission Standards, possibly as a Federal-Aid Project, and

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

WHEREAS, the Department of Commerce has issued regulations (Title 15, Code of Federal Regulations, Part 8) in implementation of Title VI of the Civil Rights Act of 1964 (Section 602, 78 Stat. 252); and

WHEREAS, to effectuate the requirements of said Regulations certain additional requirements are appended to this agreement.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the premises and the sum of One Dollar ($ 1.00) paid by each party to the other, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. The Railroad does hereby grant unto the Commission insofar as it has the legal right and its present title permits and subject to the terms, limitations and agreements hereinafter set forth, the right, liberty and privilege of constructing, establishing, maintaining and renewing at Commission's sole cost and expense the proposed dual highway bridges and approaches for the Patapsco Freeway as hereinbefore described, on and over the tracks and property of the Railroad, said Project to be paid for by the Commission and as further provided in Section 15 hereof.

2. Detailed plans and specifications for the Project shall be prepared by the Commission, and identified as Commission's Contract Number B-811-16,-17-441. Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of all 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 grants to the Commission, without monetary consideration, necessary easement for the overhead dual highway bridges and approaches on or over the normal operating right of way of the Railroad as shown on Commission's Plat No. 33262 a print of which is attached hereto and made a part hereof.

It is understood and agreed between the parties hereto that such portion of the Railroad's property required outside the Railroad's normal operating right of way as shown on said Commission's Plat No. 33262 will be acquired in fee from the Railroad at a price mutually agreed upon between the parties hereto.

4. All work for said Project shall be performed by the Commission in accordance with the plans and specifications, the Railroad reserving the right to perform or cause to be performed such temporary or permanent alterations of its electrification system, duct 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 approval of the Commission) or by contract (awarded by Commission, subject to approval of Railroad) or by a combination thereof, and the Commission shall reimburse the Railroad as provided in Section 15 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 Area Engineer of the Railroad, or his authorized representative, and the Public Service Commission of Maryland.

6. Each party shall 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, but the Commission shall, subject to the provisions hereof, reimburse the Railroad for preliminary engineering performed by Railroad both before and after date of Program approval by Bureau of Public Roads and for such inspection and engineering cost by its Area Engineer, or his duly authorized representatives, which the Railroad feels essential to properly safeguard its interest during the construction of the Project.

7. Any watchmen, flagmen and other protection or devices necessary to protect or safeguard Railroad's traffic during the construction period of said Project, shall be provided by the Railroad, and the Area Engineer of the Railroad or his authorized representative shall be the sole judge as to the need for such Railroad protection. 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.

8. All work herein provided to be done by the Commission on Railroad's property shall be done in a manner satisfactory to the Area Engineer of the Railroad or his authorized representative, and shall be performed at such time 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 Contractor the right to reasonable use of Railroad property within the construction limits of the Project as described in Section 3 and shown on Commission's Plat No. 33262. Any use of Railroad property outside the construction limits, thus described, shall be by approval of the Railroad and lease to the Commission's Contractor of specific areas designated by the Railroad. Such approval and lease to the Commission's Contractor by the Railroad shall not be unreasonably withheld.

9. 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 bridge 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 Engineer of the Commission and the Area Engineer of the Railroad, or their duly authorized representatives, 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 at the cost and expense of the Commission 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 all water from the Railroad's property and facilities. The Commission shall require its Contractors to take such reasonable precaution necessary to protect the Railroad's right of way from flooding and/or the accumulation of eroded material from embankments during construction which results from such construction.

10. Before final payment is made, Commission shall require its Contractors 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 Area Engineer of the Railroad or his authorized representative.

11. 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.

12. Before any work on the Project is commenced, the Commission agrees to require its Contractors 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 $ 500,000/1,500,000 for Bodily Injury and $ 500,000/500,000 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 $ 500,000/1,500,000 for Bodily Injury and $ 500,000/500,000 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 Insurance, Notice of Cancellation, or change, etc., are to be sent by the Contractor's Insurer direct to the Engineering Officer of the Railroad and to the Commission's Engineer. 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 which, in its own judgment, are necessary. The Commission shall, at its own cost and expense, repair, renew and maintain the overhead structures and approaches to said bridge structures, and all other 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 Area 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. If any work repairing, renewing and maintaining the overhead structures is contracted by Commission, the Contractor shall provide insurance as set forth in Section 12.

(b) In the event 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 operation of the Railroad, provided they do not extend above the elevation of bridge decks, 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 electrification system, duct lines, track and roadbed, 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.

16. 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.

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

18. During the performance of work under the aforesaid agreement, where such work is accomplished by other than RAILROAD forces, the RAILROAD agrees to conform to the extent applicable with the requirements of Appendix A, attached hereto and made a part hereof.

19. If the Project is not commenced in two (2) years or completed within three (3) years from the effective date of this agreement, this agreement shall terminate, providing the time may be extended by written agreement of the parties.

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:

Assistant Secretary

THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY

By

Vice President

ATTEST:

Asst. to the Secretary

THE PENNSYLVANIA RAILROAD COMPANY

By

General 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:

D A Fisher

Chief Engineer - State Roads Commission

Approved as to form and legal sufficiency this 13th day of October, 1966.

W. A. Pudelbaugh

Special Attorney

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) ss.:

I HEREBY CERTIFY that on this 12th day of December 1966, 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.

James E. Barton

Notary Public

JAMES E. BARTON
NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA CO., PA.
MY COMMISSION EXPIRES
JUNE 24, 1970

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) ss.:

I HEREBY CERTIFY that on this 12th day of December 1966, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared H.C. Vaughan, 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, 1970

My Commission Expires

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 4th day of January 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, 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 G. Pearl
Notary Public

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, SEPTEMBER 16, 1966
***

Chairman and Director Funk executed for and on behalf of the Commission Supplemental Agreement, in triplicate, dated July 19, 1966, 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 unto S.R.C. the right, liberty and privilege of widening of two bridges (dual lanes) on the Baltimore Beltway (I-695) over the Railroad's main line tracks and Southwestern Boulevard, Contract B-635-282-442, on either and/or both sides of each overhead bridge, in accordance with the same terms, reservations and conditions set forth in Grant and Agreement, dated June 12, 1956, between the parties thereto, except as modified in said Supplemental Agreement, and the S.R.C. shall arrange, without cost to Railroad, for the proper construction and completion of the widened portions of the bridge structures and all highway facilities in connection therewith, and reimburse the Railroad for all costs and expenses incurred in changes to railroad facilities made necessary by construction of said project.

Upon completion of the project, the Railroad shall, at its own cost and expense, repair and maintain its own roadbed and tracks and all other Railroad appurtenances, and the S.R.C. shall, at its own cost and expense, maintain the widened bridges and approaches and appurtenance facilities.

All other terms and conditions of the June 12, 1956 Agreement shall remain in full force and effect and all terms and conditions of said Agreement not specifically amended in the supplemental agreement shall apply to the construction covered by this supplemental agreement.

Said supplemental agreement had been executed previously by the Railroad, approved by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. E. C. Chaney (2)
Mr. E. K. Lloyd
Mr. M. M. Brodsky
Mr. A. L. Grubb (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. C. S. Linville
Mr. H. P. Jones
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Secretary's File #24225
Secretary's File (7/19/66 Supp.)
SRC-Baltimore County
Contract B-635-282-442
Mr. W. B. Duckett (2)

THIS SUPPLEMENTAL AGREEMENT, executed in triplicate, made and entered into this 19th day of July 1966, 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, The Railroad and S.R.C. on the twelfth day of June, 1956 entered into an Agreement for the construction of three (3) new bridges over the main line tracks and right of way of said Railroad, it being understood that the two bridges to carry dual lanes of the highway, known at that time as the "Baltimore County Beltway" and now identified as "Baltimore Beltway" (Interstate 695) were programmed for immediate improvement and the third bridge for Ramp "G" being considered as a possible future improvement, and

WHEREAS, the highway traffic being carried by the two existing dual lane bridges at this location has increased in such volume that the public interest necessitates the widening of the said two highway bridges to provide additional lane or lanes in each direction, and since the aforesaid bridge for Ramp "G" is no longer being considered for present or possible future improvement, 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 Department of Commerce has issued regulations (Title 15, Code of Federal Regulations, Part 8) in implementation of Title VI of the Civil Rights Act of 1964 (Section 602, 78 Stat. 252), which regulations are applicable to the work herein contemplated, and

WHEREAS, it is the desire of the parties hereto that the Agreement of June 12, 1956 be supplemented to include the widening of said

existing dual highway bridges on either and/or both sides of each bridge, with the understanding that said widening may immediately be done in its entirety or a portion be considered as a possible future improvement, in the manner hereinafter described:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) paid by S.R.C. to Railroad, the receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. The Railroad, insofar as it has a legal right and its present title permits, hereby grants unto S.R.C. the right, liberty and privilege of widening the said existing overhead bridges on either and/or both sides of each overhead bridge, in accordance with the same terms, reservations and conditions set forth in said Agreement of June 12, 1956, between the parties hereto, except as modified herein.

2. Detailed plans and specifications for the project shall be prepared by S.R.C. and identified as S.R.C.'s Contract No. B-635-282-442 and are made a part hereof by reference. Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of all 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. S.R.C. shall arrange, without cost to Railroad, for the proper construction and completion of the widened portions of the bridge structures, drainage structures, facilities and all other parts of said widened portions of the bridge structures and appurtenances in accordance with the plans and specifications for said project, 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, only insofar as same is made necessary by construction of said 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 approval of S.R.C.), or by contract (awarded by S.R.C., subject to approval of Railroad), or by a combination thereof. Where such work is accomplished by other than Railroad forces, Railroad agrees to conform with the requirements of "Appendix A", attached hereto and made a part hereof. It is agreed that S.R.C. shall reimburse the Railroad monthly for all costs and expenses for work and services performed hereunder by Railroad, growing out of or in connection with the project covered hereby in accordance with Federal rules and regulations. S.R.C. shall reimburse Railroad monthly for the actual cost of work performed by Railroad. The Railroad's claim for reimbursement from S.R.C. for work performed by Railroad during any month shall be filed with S.R.C. not later than the twenty-fifth day of the succeeding month, and shall be paid by S.R.C. within thirty days thereafter. It is understood the project provides for the widening of existing structures solely for the improvement of highway traffic services and the benefit to the Railroad is zero and that the Railroad's costs shall be zero dollars. In the event any part of the cost or expense incurred by Railroad is not eligible for payment from Federal Funds, S.R.C. shall reimburse Railroad directly therefor.

4. Before any work on the project is commenced, 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 and accepted:

INSURANCE

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

Limits not less than $500,000/$1,500,000 for Bodily Injury and $500,000/$1,500,000 for Property Damage.

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

If any of the work is to be performed by a subcontractor, the prime Contractor shall carry in

his own behalf insurance of same limits as set forth in paragraph (A).

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

Limits not less than $500,000/$1,500,000 for Bodily Injury and $500,000/$1,500,000 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 S.R.C.'s Engineer.

5. After the widening of the bridges is completed and accepted by S.R.C., S.R.C. agrees that the use, operation, renewal and maintenance of the widened 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.

6. 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 widened bridges and approaches and appurtenant facilities.

7. All other terms and conditions of said Agreement of June 12, 1956 between the parties hereto shall remain in full force and effect and

all terms and conditions of said Agreement not specifically amended herein shall apply to the construction covered by this supplemental agreement.

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

ATTEST:

ASSISTANT Secretary

THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, a body corporate

BY:

Vice-President

ATTEST:

ASST. TO THE Secretary

THE PENNSYLVANIA RAILROAD COMPANY, a body corporate, for itself and as lessee of The Philadelphia, Baltimore and Washington Railroad Company

BY:

General Manager

ATTEST:

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 1 day of April 1966.

Special Attorney

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ~~PHILADELPHIA~~ MONTGOMERY) ss.:

I HEREBY CERTIFY that on this 20th day of July, 1966, 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, 1969

MY COMMISSION EXPIRES
July 2, 1969

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) ss.:

I HEREBY CERTIFY that on this 21st day of July, 1966, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared G. C. Vaughan, 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, 1970

MY COMMISSION EXPIRES
JUNE 24, 1970

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 16th day of September, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, 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.

Frank J. Padowski
Notary Public

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

MD 133

Old Court Rd

July 19, 1966

Contract: B 857-2-415
Old Court Road - Reisterstown Road to Sudbrook Lane
Re: Request by Baltimore County for Transfer of a Portion of Existing Old Court Road and Walker Avenue to Baltimore County, Maryland
File No.: 52440

Mr. W. Powers Grason
Chief, Bureau of Land Acquisition
Baltimore County Dept. of Public Works
County Office Building
Towson 4, Maryland

Your File: HRW 58-251

Dear Mr. Grason:

Enclosed please find a deed dated June 27, 1966, from the State Roads Commission and the Board of Public Works to Baltimore County. This deed conveys a portion of Walker Avenue from its intersection with Reisterstown Road easterly to its intersection with Old Court Road, and a portion of Old Court Road from its intersection with Walker Avenue easterly to its intersection with Park Heights Avenue. The total distance of both these sections is 0.50 miles, as indicated on the attached sketch.

Very truly yours,

HBF:se

Haines B. Felter
Chief, Bureau of Governmental and Public Utility R/W Acquisition

cc: Mr. L. C. Moser
Mr. E. C. Chaney
Mr. W. C. Hannon

Enclosure (Reg.)

NOTE: Mr. Chaney

To document your records, I am enclosing herewith a copy of the above mentioned deed. You will note that we have incorporated as a part of this deed the sketch you prepared indicating the areas to be conveyed.

Secretary's File

No. 44138

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JUNE 27, 1966
* * *

Chairman and Director Funk executed the following deeds dated June 27, 1966, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Commission conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, parcels of land as indicated and as more fully described in the respective deeds:

Grantee	Property Conveyed	In Accordance With
Baltimore County, Maryland	Quitclaim to portions totalling 0.5 mile of Walker Avenue and Old Court Road in Third Election District of Baltimore County, R/W File 52440, Contract B-857-2-415	Request of grantee
Calvin R. Miller (sometimes known as C. Richard Miller) and Mary B., wife	Quitclaim to 530± sq.ft. of excess land, together with building and stone masonry wall, lying within limits of property conveyed, being portion of former Clinton E. Smith property, conveyed by him to grantee, which was erroneously shown on SRC Plat 8938, although never actually conveyed to SRC; Auxiliary File 21734, Contract F-496-1-615	Request of grantee, in order to remove cloud from title; in conformity with SRC policy (Frederick County)
Maryland-National Capital Park and Planning Commission	3.52± acres of excess land in Prince George's County, being portion of former Robert W. Ammann property, R/W Item 47167, Contract P-722-29-320	SRC action 8/27/65
Potomac Electric Power Company	12-foot wide easement (0.05± acre) of land in Prince George's County, for electrical transmission purposes, over former property of Ben Singer, R/W File 33423, Contract P-735-1-320	Request of grantee

Copy: Mr. L. C. Moser (5)
Mr. R. S. Bennett
Board of Public Works of Maryland
Secretary's File (4)
Contract File (4)

Orig & RD Worton 7/18

Corrected Copy

Secretary's File
No. 44138

HRW 58-251

JUN 27 1966

THIS DEED, Made this day of , in the year Nineteen Hundred and Sixty-six, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and J. Millard Tawes, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland and John A. Luetkemeyer, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part; and BALTIMORE COUNTY, MARYLAND, party of the third part.

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations the receipt of which is hereby acknowledged, the said parties of the first and second parts do grant, convey, quit claim and release all of their right, title and interest either at law or in equity in and to all those lots of ground situate, lying and being in the Third Election District of Baltimore County, State of Maryland, and being more particularly described as follows, that is to say:

FIRST: Being all that portion of a public road known as Walker Avenue from its intersection with Reisterstown Road easterly to its intersection with Old Court Road.

SECOND: Being all that portion of a public road known as Old Court Road from its intersection with Walker Avenue easterly to its intersection with Park Heights Avenue.

Total distance of both First and Second sections is 0.50 miles, plus or minus.

IT BEING the intention of this instrument to grant unto Baltimore County, Maryland, its successors and assigns, all surface and sub-surface right, title and interest that the said parties of the first and second parts have acquired in the aforesaid roads either by Deed, easement or right of eminent domain.

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

Contract B-257-2-415
12/2-File 2440

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of July, in the year 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Millard Tawes--Governor of Maryland, Louis L. Goldstein--Comptroller of Maryland and John A. Luetkemeyer--Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, and acknowledged the foregoing Deed to be the act of said Board of Public Works of Maryland.

WITNESS MY HAND AND NOTARIAL SEAL

NOTARY SEAL

(Sgd.) Andrew Hanbeck, Jr.
Notary Public

My Commission Expires July 1, 1967

Approved as to form:

Assistant County Solicitor

Approved as to legal sufficiency:

Assistant County Solicitor

APPROVED and ACCEPTED this

day of , 1966

BALTIMORE COUNTY, MARYLAND

ATTEST:

Ormsby S. Moore, Secretary

BY:
S. ROMES, County Administrative Officer

6-16-66

JAR:vkm r-1

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

IN TESTIMONY WHEREOF, Witness the Hands and Seals of the parties hereto.

ATTEST:

STATE ROADS COMMISSION OF MARYLAND

BY: _____ (SEAL)
John B. Funk
Chairman and Director of Highways

Approved as to Form and
Legal Sufficiency

F. A. Puskelunas
Special Attorney

Concurred in by

Louis A. Yost, Jr.
Deputy Chief Right of Way Engineer

ATTEST:

(Sgd) _____ (SEAL)
J. Millard Tawes--Governor of Maryland

Seal

(Sgd) _____ (SEAL)
Louis L. Goldstein, Comptroller of Maryland

_____ (SEAL)
John A. Luetkemeyer, Treasurer of Maryland

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of June, in the year 1966, 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 he acknowledged the foregoing Deed to be the act of the State Roads Commission of Maryland, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

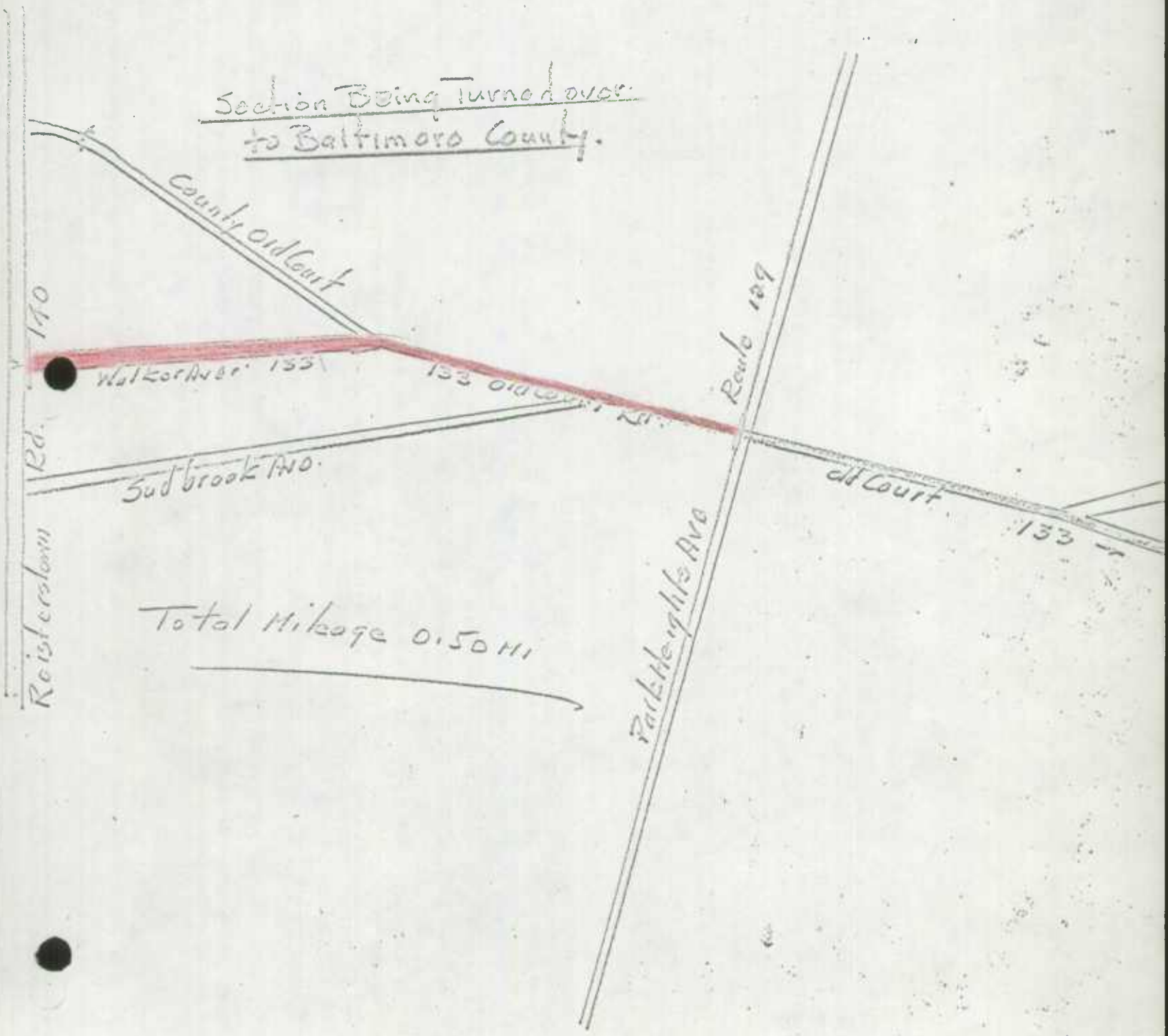
NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL

Mary G. Stark

Secretary's File

No. 44138



June 20, 1966

Contract: B 857-2-415
Old Court Road - Reisterstown Road to
Sudbrook Lane
Re: Request by Baltimore County for Transfer
of a Portion of Existing Old Court Road and Walker
Avenue to Baltimore County, Maryland
File No.: 52440

State Roads Commission
Baltimore, Maryland

Gentlemen:

Baltimore County has requested the State Roads Commission and the Board of Public Works to convey a portion of Old Court Road and Walker Avenue to Baltimore County.

Attached please find an original and copy of a deed which will transfer the requested portions of Walker Avenue and Old Court Road to Baltimore County.

This deed has been approved by Mr. F. A. Puderbaugh as to form and legal sufficiency, and execution by the Commission and the Board of Public Works is recommended.

The transfer of a portion of the two above captioned roads has been the subject of discussion for several years, and was originally proposed by our District Engineer's office. The attached deed has been approved by the District Engineer's office, and for clarification purposes, I am submitting herewith a sketch prepared by the District Engineer's office which indicates the area to be transferred.

When approved, please return the original deed to the writer so that it can be forwarded to Baltimore County for their approval.

HBF:se

Very truly yours,

Attachments

Louis A. Yost, Jr.
Deputy Chief, Right of Way Division

Baltimore County Department Of Public Works
COUNTY OFFICE BUILDING
TOWSON 4, MARYLAND

Bureau of Land Acquisition
W. POWERS GRASON, CHIEF

June 16, 1966

Contract B 857-2-415
Old Court Road - Reisterstown Road to Sudbrook Lane
Re: Request by Baltimore County for Transfer of a portion of existing Old Court Road and Walker Avenue to Baltimore County, Maryland
File No. 52440 - Our File HRW 58-251

Mr. Haines B. Felter
Chief, Bureau of Governmental and
Public Utility R/W Acquisition
State Roads Commission
P.O.Box 717
Baltimore, Maryland 21203

Dear Mr. Felter:

In compliance with the request contained in your letter of June 14, 1966, we have rewritten the Deed from the State Roads Commission of Maryland to Baltimore County.

Enclosed is the original and six copies of the above Deed for execution by the State Roads Commission. Your cooperation in this matter has been appreciated.

Very truly yours,

W. Powers Grason per JAR

W. Powers Grason, Chief
Bureau of Land Acquisition

WPG:JAR:vkm

June 14, 1966

Contract: B 857-2-415
Old Court Road - Reisterstown Road to
Sudbrook Lane
Re: Request by Baltimore County for Transfer
of Portions of Existing Old Court Road and Walker
Avenue to Baltimore County
File No.: 52440

Mr. W. Powers Grason
Chief, Bureau of Land Acquisition
Baltimore County Department of Public Works
Baltimore County Office Building
Towson 4, Maryland

Dear Mr. Grason:

Reference is made to your letter of June 7, 1966, submitting an original and six copies of a proposed deed which would convey all right, title and interest of the State Roads Commission into portions of Walker Avenue and Old Court Road to Baltimore County.

Before submitting this deed to the Commission, I requested Mr. E. C. Chaney, our District Engineer, to review and approve. Mr. Chaney has advised that the description is incorrect as the Commission should convey Old Court Road from Walker Avenue to Park Heights Avenue. In other words, the way the description is now written that portion of Old Court Road between Sudbrook Avenue and Park Heights Avenue is not conveyed.

May I suggest that the deed be rewritten to describe the area to be conveyed as follows:

"FIRST: Being all that portion of a public road known as Walker Avenue from its intersection with Reisterstown Road easterly to its intersection with Old Court Road.

'SECOND: Being all that portion of a public road known as Old Court Road from its intersection with Walker Avenue easterly to its intersection with Park Heights Avenue.

Total distance of both First and Second sections is 0.50 miles, plus or minus."

For clarification purposes, I am enclosing a sketch, which Mr. Chaney prepared, indicating in red the area to be conveyed. I do not suggest that this sketch be made a part of the conveyance.

If this corrected description meets with your approval, please retype the deed and forward it to me. I will then present it to the Commission for formal approval.

Very truly yours,

HBF:se

Haines B. Felter
Chief, Bureau of Governmental
and Public Utility R/W Acquisition

cc: Mr. L. C. Moser
Mr. F. A. Puderbaugh
Mr. E. C. Chaney
Mr. C. E. Caltrider

Enclosure

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

E. C. CHANEY
DISTRICT ENGINEER

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

June 10, 1966

Re: Contract B-857-2-415
Old Court Road - Reisterstown Road to
Sudbrook Lane
Re: Request by Baltimore County for
Transfer of Portions of Existing Old
Court Road and Walker Avenue to
Baltimore County
File No. : 52440

Mr. Haines B. Felter, Chief
Bureau of Govt. & Public Utility Acquisition
State Roads Commission
Box 717
Baltimore 3, Maryland 21203

Dear Mr. Felter:

Today I received your memorandum dated June 9, 1966 attached to which was a proposed deed prepared by Baltimore County for the transfer of a portion of Old Court Road and Walker Avenue from the Commission to Baltimore County.

I am enclosing a sketch showing the section of Old Court Road and Walker Avenue, between Park Heights and Reisterstown Road, and is outlined in red, and you will note that it is 0.5 of a mile in length. I would like to point out to you, however, that the deed which you sent me is not correct. It states -

> "FIRST: Being all that portion of a public road known as OLD COURT ROAD from its intersection with Reisterstown Road easterly to its intersection with Sudbrook Lane Extended."

We insisted, and the County authorities verbally agreed to accept this portion of the road from Park Heights Avenue to Reisterstown Road, including Walker Avenue; otherwise, we would be left with a short section of the Old Court Road, between Park Heights Avenue and Sudbrook Lane for State maintenance which amounts to only a few hundred feet. The agreement should definitely state from Park Heights Avenue instead of the intersection with Sudbrook Lane.

Very truly yours,

E. C. Chaney

E. C. Chaney
District Engineer

ECC:ke
enc.

cc: Mr. L. C. Moser Mr. F. A. Puderbaugh Mr. C. E. Caltrider

June 9, 1966

Contract: B 857-2-415
Old Court Road - Reisterstown Road to
Sudbrook Lane
Re: Request by Baltimore County for
Transfer of Portions of Existing Old
Court Road and Walker Avenue to
Baltimore County
File No. 52440

Mr. E. C. Chaney

Haines B. Felter

I am enclosing herewith a copy of a proposed deed prepared by Baltimore County for the transfer of a portion of Old Court Road and Walker Avenue from the Commission to Baltimore County. As I mentioned to you by telephone yesterday, I would appreciate your review and approval of this proposed deed before presenting it to the Commission for execution. It would also be appreciated if you would furnish a drawing or sketch indicating the locations of the sections of these roads to be conveyed to Baltimore County.

Thank you for your cooperation in this matter.

Haines B. Felter

HBF:se

cc: Mr. L. C. Moser
Mr. F. A. Puderbaugh

Baltimore County Department Of Public Works
COUNTY OFFICE BUILDING
TOWSON 4, MARYLAND

Bureau of Land Acquisition
W. POWERS GRASON, CHIEF

June 7, 1966

Contract B 857-2-415
Old Court Road - Reisterstown Road to Sudbrook Lane
Re: Request by Baltimore County for Transfer of a portion of existing Old Court Road and Walker Avenue to Baltimore County
File No. 52440 - Our File HRW 58-251

Mr. Haines B. Felter
Chief, Bureau of Governmental and
Public Utility R/W Acquisition
State Roads Commission
P.O. Box 717
Baltimore, Maryland 21203

Dear Mr. Felter:

Approximately six months ago in a conference between Mr. J. Fred Offutt, Mr. Fred Taylor of the Baltimore County Solicitor's Office, myself, Mr. Moser and Mr. Wooten of the State Roads Commission, it was agreed between all parties that Baltimore County would present to the State Roads Commission a Deed wherein all of the right, title and interest of the State Roads Commission into Walker Avenue and Old Court Road (from Reisterstown Road easterly to the intersection with Sudbrook Lane) extended would be conveyed to Baltimore County.

We are therefore enclosing an original and six copies of a Deed to be submitted to the State Roads Commission for execution. We would appreciate your prompt consideration of this matter.

Very truly yours,

W. Powers Grason

W. Powers Grason, Chief
Bureau of Land Acquisition

WPG:JAR:vkm

Encls.

STATE OF MARYLAND
STATE ROADS COMMISSION
300 WEST PRESTON STREET
BALTIMORE 1, MD.
(MAILING ADDRESS-P. O. BOX 717, BALTIMORE 3, MD.)

May 23, 1966

Contract: B 857-2-415
Old Court Road - Reisterstown Road to
Sudbrook Lane
Re: Request by Baltimore County for Transfer
of a Portion of Existing Old Court Road to Baltimore
County
File No.: 52440

Mr. W. Powers Grason
Chief, Bureau of Land Acquisition
Baltimore County Department of Public Works
Baltimore County Office Building
Towson 4, Maryland

Dear Mr. Grason:

One day last week, one of your men, whom I am told was Mr. Redman, left with Mr. Moser an original and five copies of a deed for the transfer of a portion of Old Court Road from the State Roads Commission to Baltimore County.

Unfortunately, we have no letter of transmittal setting forth the details of your request for transfer. I do not infer that there is anything wrong in the draft of the deed prepared by your office, however, I am not in a position to recommend its execution by the Commission and the Board of Public Works unless full information is at hand. As you may know, the last correspondence on this transfer was a letter of August 21, 1964 from Charles Lee, Chief, Development Engineering Section, to your Mr. Kaltenbach. In that letter, Mr. Lee Recommended that a letter be written directly to the Commission requesting transfer. At a meeting held on October 6, 1964, this transfer was discussed with various members of our respective Engineering Divisions, including Chief Engineer David H. Fisher, Mr. E. C. Chaney, District Engineer, and your Messrs. Kaltenbach and Offut. The transfer of a portion of Old Court Road was discussed, but no decision reached.

The usual manner in handling transfer of a highway from the State to a county is by resolution by the Commission. The mechanics of this transfer are handled by our Planning and Programming Division after recommendation by the pertinent District Engineer, however, in the case of a deed to be executed by the Commission and the Board of Public Works, the mechanics are handled by the Right of Way Division. Obviously, before submitting it to the Commission and the Board of Public Works, full details must be known.

I shall hold the deed until I receive a letter of request setting forth the reasons for the anticipated transfer.

Very truly yours,

ORIGINAL
SIGNED BY HAINES B. FELTER

Haines B. Felter
Chief, Bureau of Governmental
and Public Utility R/W Acquisition

HBF:se

cc: Mr. L. C. Moser
Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. W. J. Addison
Mr. E. C. Chaney
Mr. G. W. Cassell
Mr. Charles Lee

6-27-66

May 20, 1966

Contract: B 857-2-415
Old Court Road - Reisterstown
Road to Sudbrook Lane
Request by Baltimore County for
Transfer of a Portion of Existing
Old Court Road to Baltimore County
File No.: 52440

Mr. Charles Lee

Haines B. Felter

Enclosed please find an original and four copies of a deed prepared by Baltimore County which will effect the transfer of a portion of Old Court Road to Baltimore County. The attached deed and copies were placed on my desk without any letter of transmittal from Baltimore County, however, I note that there has been correspondence between you and Baltimore County, and on August 21, 1964, you advised Mr. Kaltenbach that a permit from the State Roads Commission to Baltimore County would not affect the status of the road, and that Baltimore County should request formal transfer from the State Roads Commission.

If the attached deed is proper, I assume you can process it through the District Engineer's office, the Legal Department, and the Division of Planning and Programming.

HBF:so

cc: Mr. L. C. Moser
Mr. C. A. Goldeisen
Mr. W. J. Addison
Mr. E. C. Chaney
Mr. G. W. Cassell

ORIGINAL
SIGNED BY HAINES B. FELTER

Haines B. Felter

Attachments

November 2, 1965

Mr. Albert B. Kaltenbach
Director of Public Works
Department of Public Works
County Office Building
Towson, Maryland 21204

Dear Mr. Kaltenbach: Re: Road Transfer

Reference is made to the attached copy of a letter addressed to you by District Engineer E. C. Chaney, transmitting a transfer agreement of a section of State highway to the County.

The agreement has not, as of this date, been executed by the County. It would be most desirable if you would have the proper County officials execute the agreement without further delay.

In order for the County to receive mileage credit, effective July, 1966, for these sections of highway, the agreement would have to be executed on or before December 1, 1965.

Very truly yours,

Walter J. Addison, Chief
Planning and Programming Division

eb
Attachment

cc: Mr. E. C. Chaney

Old Court Rd
Walker Ave

File
Road Transfer

July 7, 1965

Mr. Wilmer N. Barnes

Haines B. Felter

Contract: B 587-415
Joppa Road
Re: Milton E. Starr, Jr.,
Property
File No.: 23353

Upon receipt of your memo of June 29, 1965, I consulted Mr. George Cassell, who is in charge of arranging for the transfer of roads from the State Highway System to various County Road Systems. He was of the opinion, as am I, that the agreement dated August 30, 1951, and signed by the full State Roads Commission and the County Commissioners of Baltimore County, turned over to Baltimore County not only Joppa Road, but supporting easements as well. The pertinent clause in this agreement, under items that the County agrees to, is: "7. To take over for maintenance as a County Road, the Joppa Road, Maryland Route 148, from York Road, U. S. Route 111, eastwardly to the Belair Road, U. S. Route 1."

I also consulted with Mr. Nolan Rogers of our Legal Department, and he advised that no transfer of this easement area (as shown on Plat 9944, which the Commission acquired from Milton E. Starr, Jr.) should be made to Baltimore County.

Upon examination of the deed from Milton E. Starr, Jr., and wife to the State Roads Commission (dated May 1, 1952 and recorded in Liber GLB 2107, folio 272), I find that it merely conveyed a revertible easement. As you know, our policy now is to take all stream change and other easements for inlet and outlet ditches and pipes in the form of a perpetual easement. However, in this particular case, a revertible easement only was acquired, and the pertinent clause in the deed from Starr to the Commission is as follows:

> "That at such time as the contour of the land over which this easement is granted is changed so that the easement required for slopes is no longer necessary to support or protect the property conveyed in fee simple, then said easement for slopes shall cease to be effective."

If it has been determined by you that this easement area is no longer needed by the State Roads Commission, no formal transfer to the owners is needed and no formal transfer to Baltimore County is recommended.

HBF:se
cc: Mr. L. C. Mosar
Mr. N. H. Rogers
Mr. W. C. Hannon
Mr. Arnold Gardner
Mr. George Cassell

ORIGINAL
SIGNED BY HAINES B. FELTER

Haines B. Felter

STATE OF MARYLAND
STATE ROADS COMMISSION
300 WEST PRESTON STREET
BALTIMORE, MD. 21201

(MAILING ADDRESS-P.O. BOX 717, BALTIMORE, MD. 21203)

August 21, 1964

Mr. Albert B. Kaltenback, Director
Department of Public Works
Baltimore County
County Office Building
Towson, Maryland 21204

RE: Contr. B 857-2-415
FAP No. U.S. 9012(8)
Route 133 Old Court Road
(Relocated from Route 140 to
Sudbrook Lane) Baltimore
County Job Order 5-100-1

Dear Mr. Kaltenback:

Reference is made to your request of August 11th, for the issuance of a permit to connect relocated Old Court Road onto State Highways Route 140 and Route 133. This proposed construction will necessitate the cutting off of a portion of the existing State Highway in the vicinity of Sudbrook Lane.

It is my understanding, that it is your belief, that by the issuance of a State Roads Commission Permit, the status of the road would in effect, become a County Road, which in turn will allow you to close portion of existing Route 133.

After consultation with our Legal Department, we do not concur with your analysis of the situation. It is our opinion, that a permit would not change the status of the road. It is our recommendation, that you pursue the normal method of road transferral, that is, write direct to the "Commission" requesting transferral.

If you so desire, we will be glad to meet and discuss this matter indetail.

Very truly yours,

Charles Lee

Charles Lee, Chief
Development Engineering Section

CL/eo
CC: Mr. Fred Offutt
Mr. Frederick A. Puderbaugh
Mr. C.A. Goldeisen
Mr. E.C. Chaney
Mr. G.W. Cassell
Mr. Edgar Reese
Mr. Harris Felter

June 25, 1964

Mr. Herbert Jones

Haines B. Felter

RECEIVED

JUN 26 1964

PLANNING & PROGRAMMING

Contract: B 635-16-420
Baltimore Beltway
Liberty Road to Park Heights Avenue
Re: Transfer of Relocated Old Court Road to Baltimore County
Gen. File: 34005

For some reason unknown to me, relocated Old Court Road has never been transferred to Baltimore County. If it is proper to do so, I suggest that you follow through with this transfer.

As a preliminary to the transfer of relocated Old Court Road, I wrote to District Engineer, E. C. Chaney, for his comments. I am enclosing herewith a copy of Mr. Chaney's reply of June 23rd. I am also enclosing for your information one copy of the various right of way plats which indicate, not only relocated Old Court Road, but also very minute portions of Greenwood Road and Shamrock Lane that I assume should be included in this transfer. These plats are numbered 23613, 17774, 19628, 19627 and 23614.

This letter should not be accepted by you as a directive to transfer Old Court Road, but merely as a suggestion that if it is proper to do so, you arrange for this transfer.

ORIGINAL
SIGNED BY HAINES B. FELTER

H. B. Felter

HBFice

cc: Mr. L. C. Moser
Mr. W. C. Hannon
Mr. R. S. Bennett
Mr. George Cassell
File No. 37126

Enclosure

June 18, 1964

Mr. E. C. Chaney

H. B. Felter

Contract: B 635-14-420
Baltimore Beltway
Liberty Road to Park Heights Avenue
Re: Transfer of Relocated Old Court Road to Baltimore County
Gen. File: 34085

RECEIVED
JUN 18 1964
PLANNING & PROGRAMMING

Mr. Robert S. Bennett recently brought to my attention the fact that Relocated Old Court Road has never been transferred to Baltimore County. This transfer may or may not be an oversight on our part.

It is my understanding that for maintenance purposes, you regard Relocated Old Court Road as a part of the County System; however, the paper work to transfer this section of Old Court Road has never been accomplished.

Before asking the Division of Planning and Programming to follow through with the transfer of this road, I would like your review and approval.

I am enclosing herewith one copy of right of way plats 23613, 17774, 19628, 19627 and 23614. We have outlined in red the area that I assume should be transferred to Baltimore County. This area would actually include a portion of Greenwood Road and Shamrock Lane, as indicated on plat 23614.

Your review and recommendation of the procedure that we should follow would be appreciated. This recommendation should include your opinion as to whether we should receive or expect to receive compensation from the County for right of way costs.

HBF:se
cc: Mr. L. C. Moser
Mr. W. C. Hannon
Mr. R. S. Bennett
Mr. H. P. Jones
Mr. G. W. Cassell
File 37126

H. B. Felter

Enclosure

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, DECEMBER 20, 1965
* * *

Chairman and Director Funk executed duplicate copies of agreement dated December 20, 1965, by and between The Baltimore and Ohio Railroad Company, therein called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the second part, wherein the parties agree as to their respective aims and obligations regarding the construction and maintenance of dual overhead bridges and approaches over and above the track and property of the Railroad's old main line located adjacent to the Patapsco River near Elkridge (Avalon), in Howard and Baltimore Counties, in connection with construction of a new dual express highway to be known as Interstate Route 95 (Contract B-725-3-423;Ho-307-11-723;FAP#I-95-3(10)19).

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

Copy: Mr. D. H. Fisher
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. A. L. Grubb (2)
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. H. G. Downs
Mr. E. C. Chaney (2)
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Baltimore County
SRC-Howard County
Contract B-725-3-423;Ho-307-11-723;
FAP#I-95-3(10)19

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, SEPTEMBER 20, 1965
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated September 20, 1965, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and Baltimore County, Maryland, a body corporate, party of the second part, therein called the "County," applicable to construction of a certain highway in Baltimore County, Painters Mill Road, from Reisterstown Road to Gwynns Falls, for a distance of 0.38 mile, more particularly described as follows:

Federal Aid Project US-UGS-9697(4) - Painters Mill Road

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

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

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