

RECEIVED

DEC 1 6 2010
HIGHWAY INFORMATION
SERVICES DIVISION

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

September 10, 2010

Gregory I. Slater, Director – Office of Planning and Preliminary Engineering executed a Road Transfer Agreement dated September 8, 2010 between the State Highway Administration and Carroll County, Maryland, relative to the transfer of the following described section of roadway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadway to the County will be upon the date of the executed Road Transfer Agreement.

State Highway Administration to Carroll County, Maryland:

Portion of the Relocated MD Route 30 Hampstead By-Pass Project Designated As:

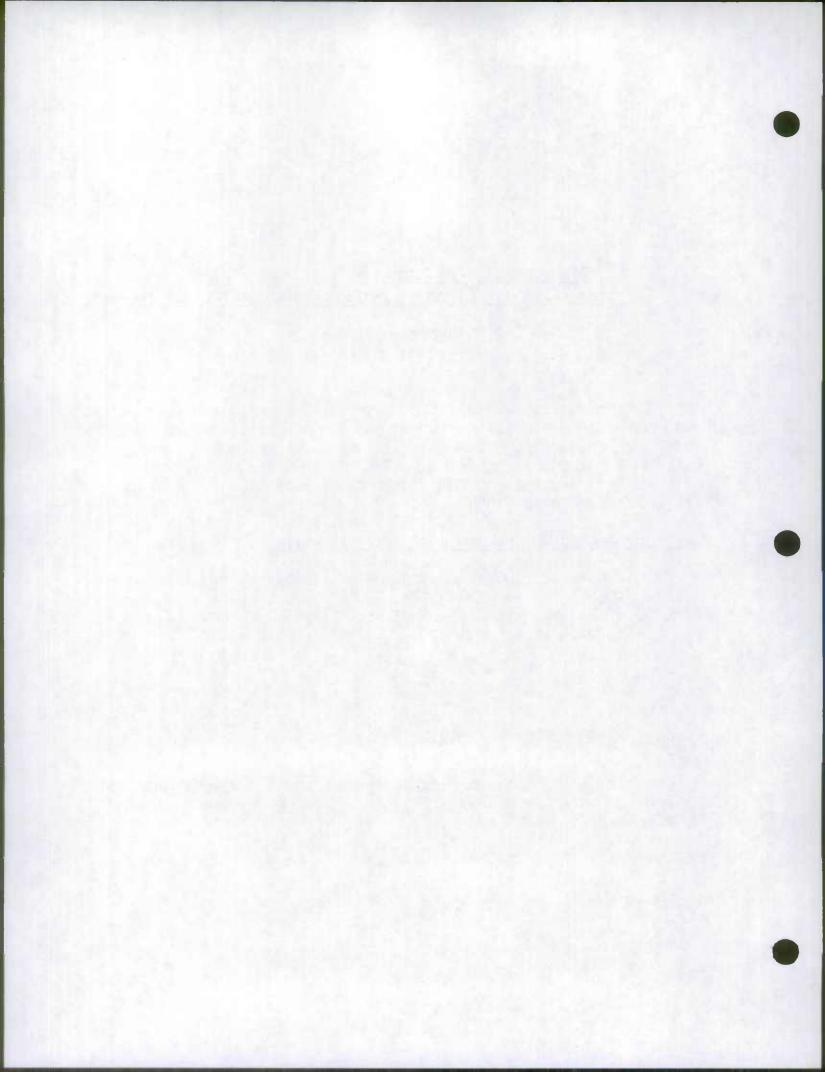
CO1952

MD 30C (Doss Garland Road)- From MD 30D (Phillips Drive) running northwesterly to road end (at OP 1294), for a total distance of 0.50 plus or minus miles.

Total mileage to the County------ 0.50 plus or minus miles.

Item No.: 88124

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



S. H. A.

Mr. S. Ade

Mr. M. Baxter

Mr. W. E. Brauer, III

Mr. G. Cooley

Mr. M. Flack

Mr. S. Foster

Mr. E. Freedman

Mr. D. German

Mr. B. Grey

Mr. B. Smith

Mr. M. Haley

Mr. T. Hicks

Ms. C. Kennedy

Mr. K. McClelland

Mr. J. Miller

Ms. J. Miller

Mr. N. Pedersen

Mr. K. Powers

Mr. G. Welker

Ms. R. Rymer

Mr. G. Slater

Mr. B. Smith

Mr. D. Coyne

Mr. M. Crampton

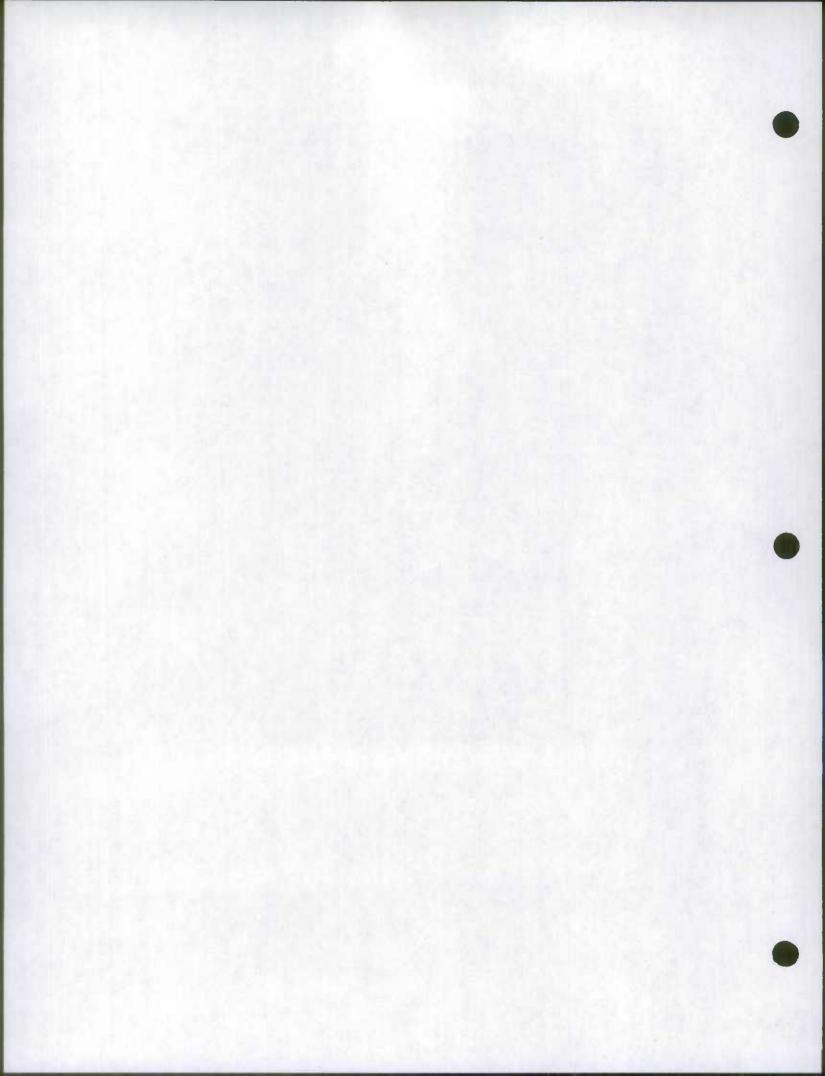
Mr. P. Minnick

THE COMMISSIONERS OF CARROLL COUNTY

Mr. Stephen D. Powell Chief of Staff

Mr. J. Michael Evans, Director Department of Public Works

Ms. Kimberly A. Millender County Attorney

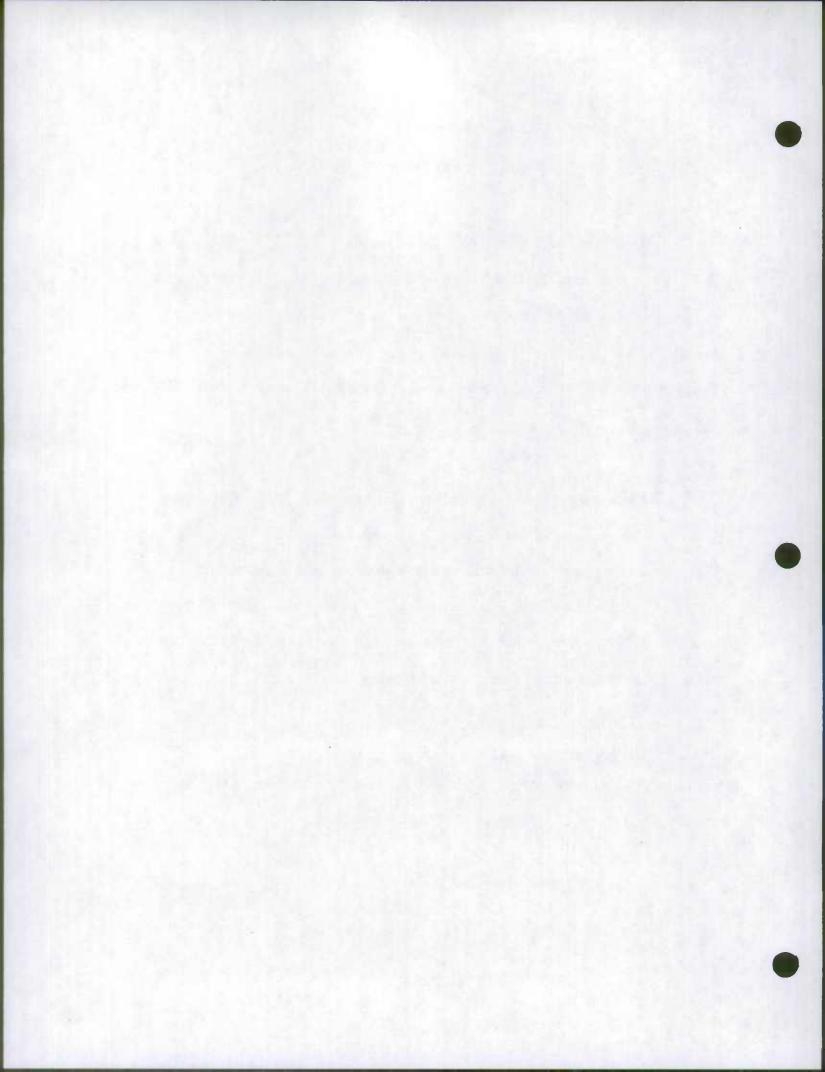


ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this Eth day of June 10, 2010, by and between the State Highway Administration (SHA) of the Department of Transportation of Maryland, hereinafter referred to as the "Highway Administration", party of the first part, and the Board of County Commissioners for Carroll County, a body Corporate and Politic of the State of 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 Highway Administration is empowered to agree to transfer title to, jurisdiction over, and responsibility for the maintenance of any State highway, or portion thereof, to the political subdivisions of Maryland, and the political subdivisions of Maryland are empowered to agree to accept title to, jurisdiction over, and responsibility for the maintenance of said State highway, or portion thereof, from the Highway Administration.

WHEREAS, the Highway Administration has agreed to transfer to the County the hereinafter described section of road which was constructed by the State 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 One Dollar (\$1.00) payable by each party unto the other, the receipt and adequacy of which is hereby acknowledged by the parties hereto, and in further consideration of the conditions hereby set forth, the parties hereto agree as follows:

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

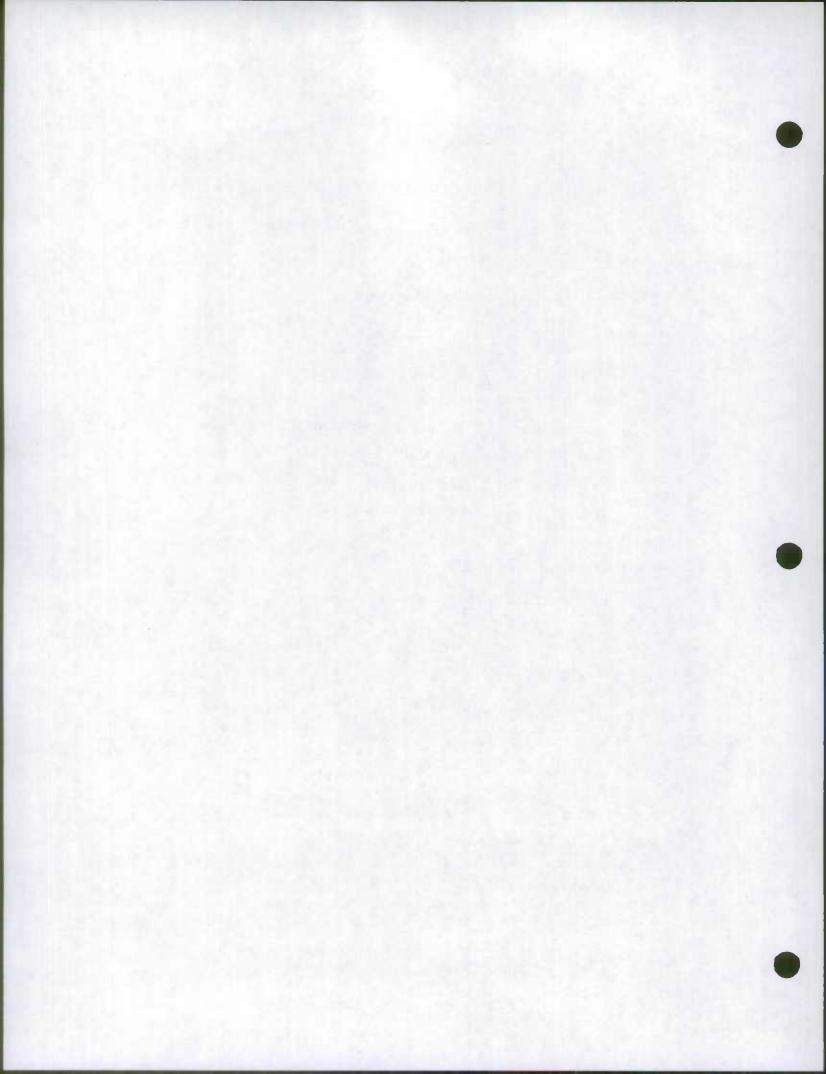
SHA to Carroll County:

Portion of the Relocated MD Route 30 Hampstead By-Pass Project Designated as:

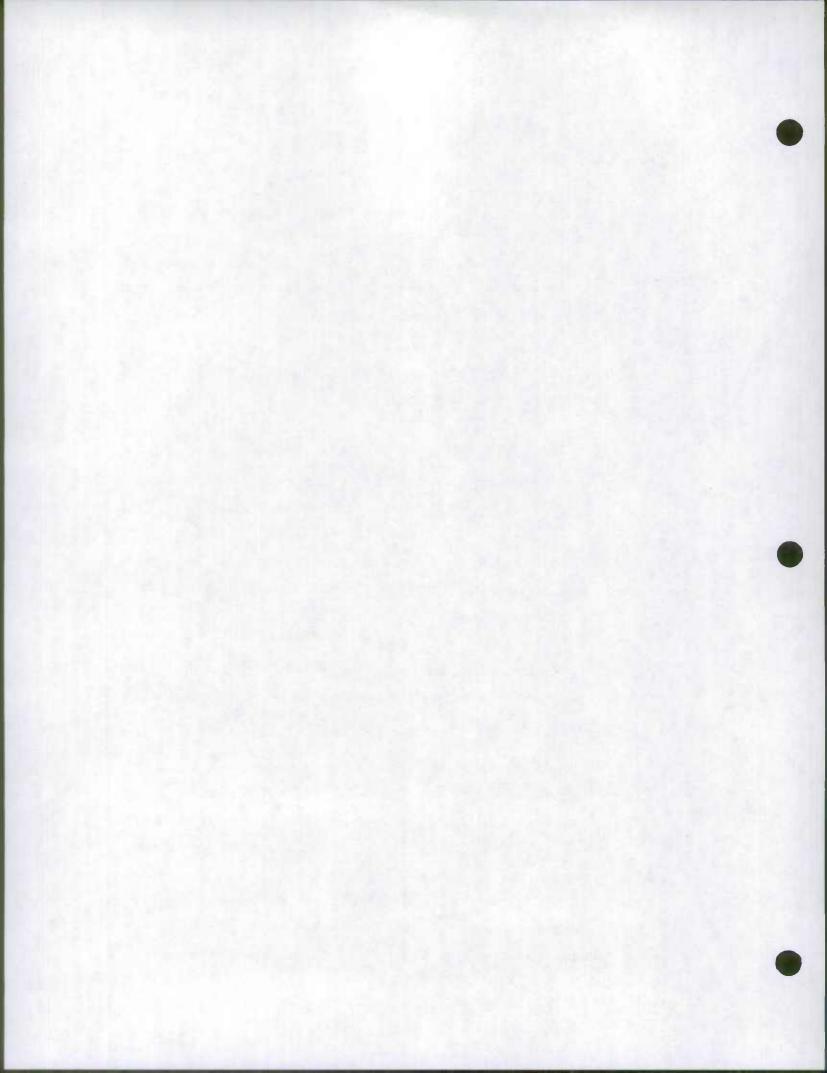
MD Route 30C (Doss Garland Road) – From MD 30D (Phillips Drive) running northwesterly to road end (at OP 1294), for a total distance of 0.50 plus or minus miles.

Total mileage to the County ----- 0.50 plus or minus miles.

Item No.: 88124



- 2. Conveyance of the Roadway to the County is subject to the following conditions:
 - A. The effective date of transfer of the Roadway to the County shall be upon complete approval and execution of this agreement.
 - B. The Roadway will be included in the County inventory as of December 1st of the year referred to in tem "A" above.
 - C. The basis for the allocation of funds to the County will include the Roadway mileage (i.e., the additional 0.50 plus or minus) beginning July 1st of the year following the date as set forth in Item B above.
 - D. The transfer of the Roadway to the County is made on an "as-is" basis, including the existing right of way, the existing condition of the roadway and all appurtenances.
 - E. The County will accept jurisdiction over and responsibility for the maintenance of said Roadway as of the effective date of transfer as set forth in item "A" above.
 - F. The County hereby accepts jurisdiction over and responsibility for the Maintenance of the Roadway as of the effective date of transfer as set forth in Item A; jurisdiction over the Roadway includes regulatory authority including the right to limit the width and location of existing access points, the requirement that an entrance from any commercial or industrial property may not be made into the roadway except in accordance with a permit, and the requirement that permits must be acquired before working within and across the Roadway.



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

IN WITNESS WHEREOF, the parties hereto have caused these present 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:

Mr. Gregory V. Slater, Director

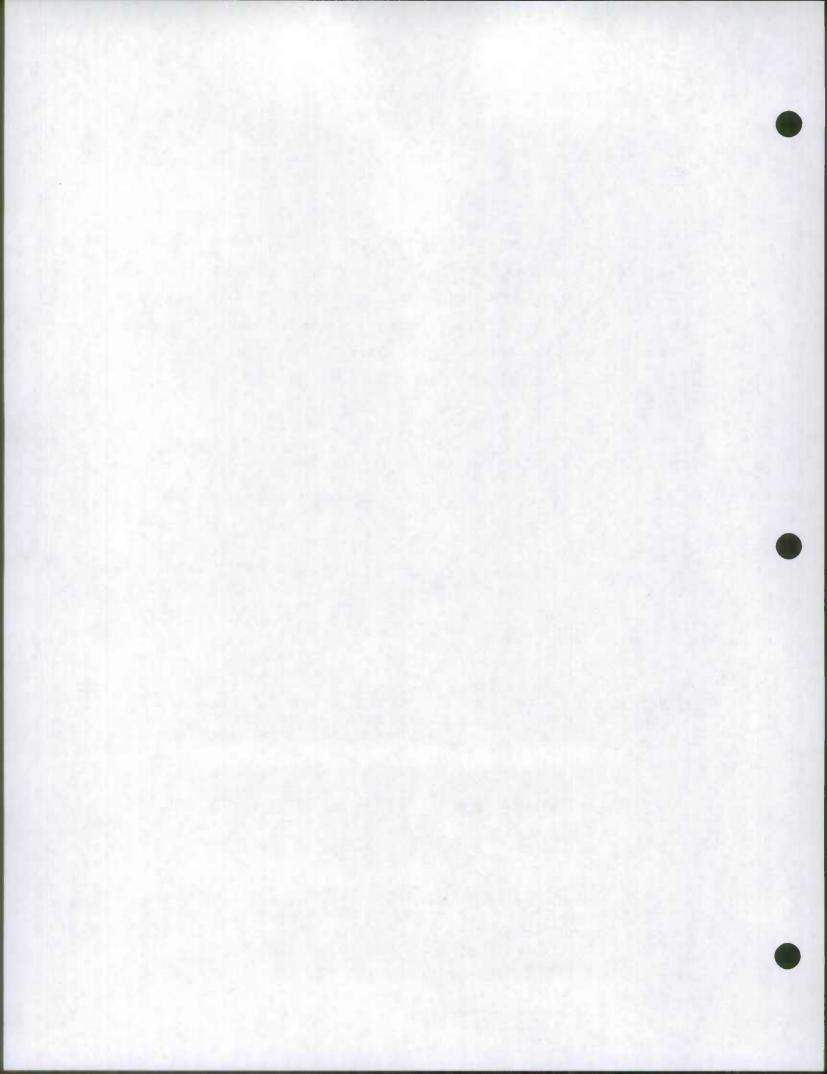
Office of Planning and Preliminary Engineering

RECOMMENDED FOR APPROVAL

Approved as to form and legal sufficiency this 18th day of August, 2010.

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

Mr. Peyton Paul Phillips Assistant Attorney General



CARROLL COUNTY SIGNATURE PAGE

WITNESS:

THE COUNTY COMMISSIONERS OF CARROLL COUNTY

3y:_______

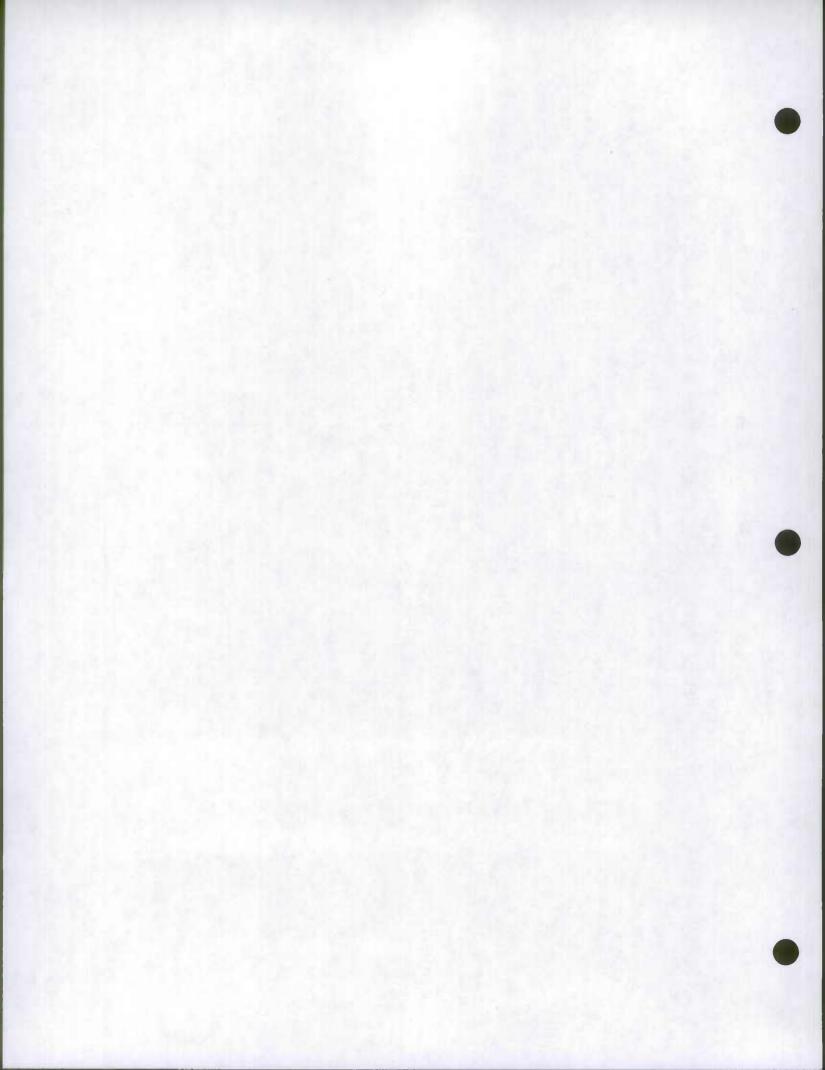
Mr. Steven D. Powell Chief of Staff

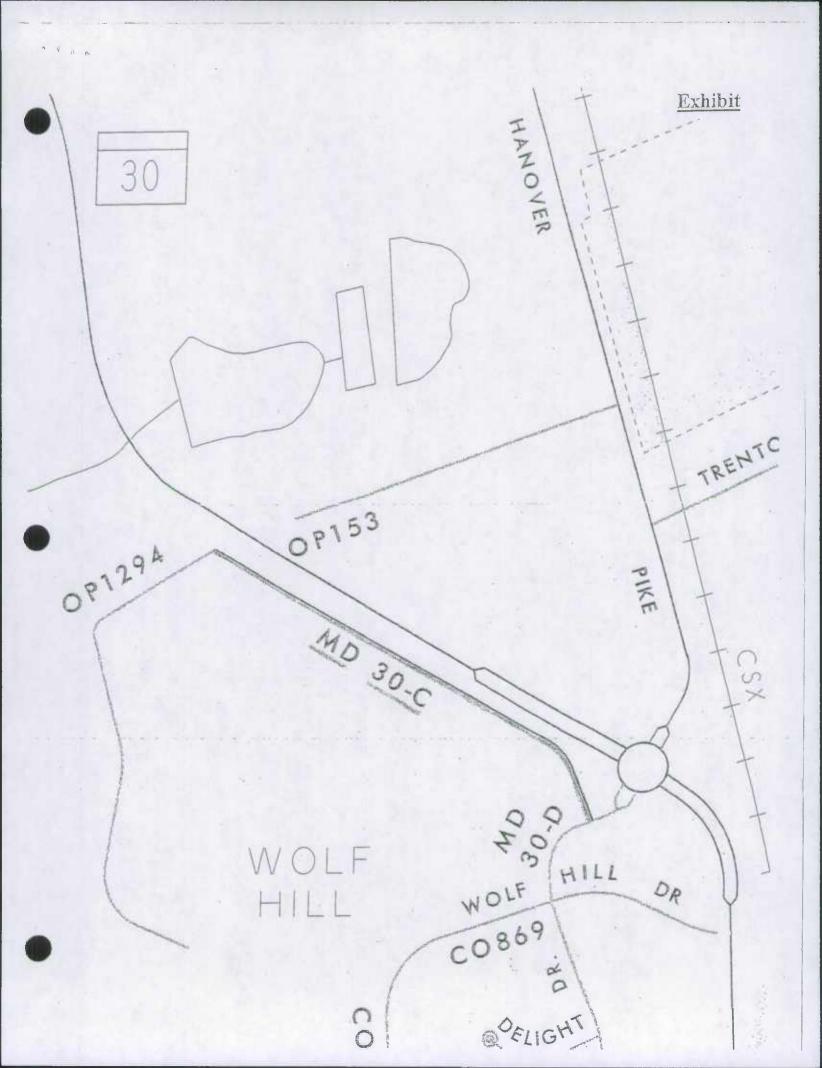
RECOMMENDED FOR APPROVAL

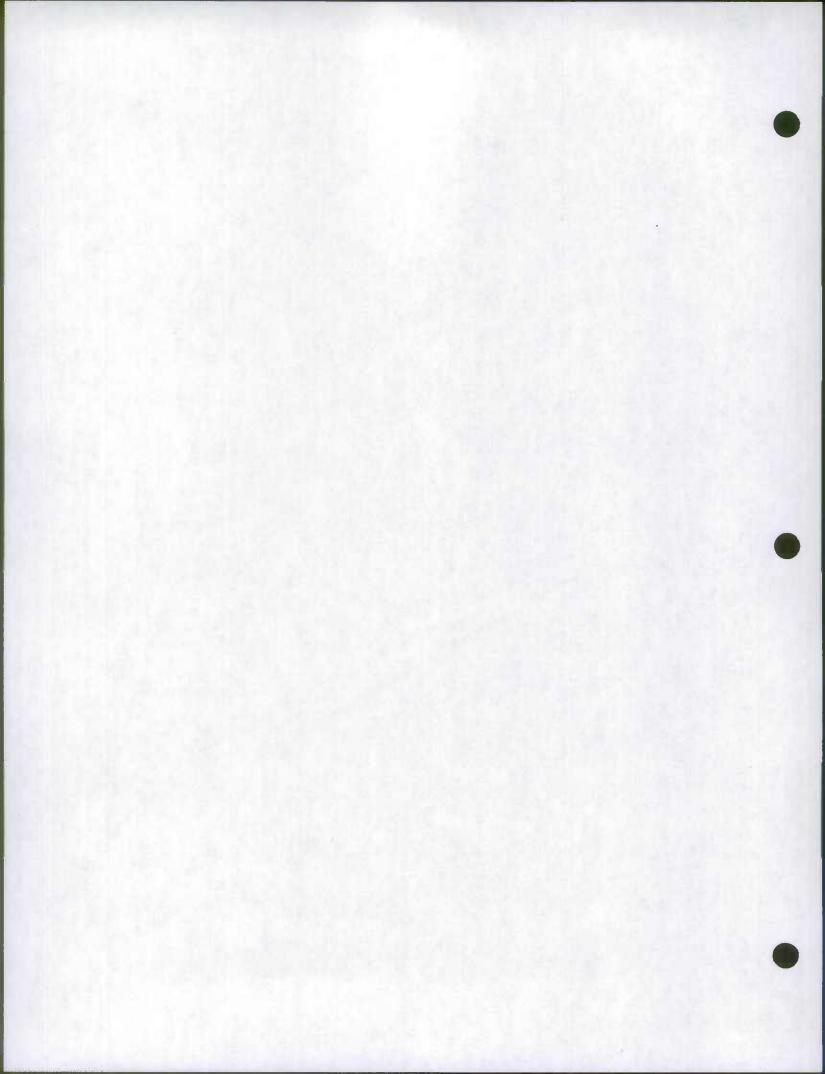
Approval as to form and legal sufficiency this _______, 2010.

Mr. J. Michael Evans, Director Department of Public Works Ms. Kimberly A. Millender County Attorney

Page 5 of 5









Martin O'Malley, Governor Anthony G. Brown, Lt. Governor

Beverley K. Swaim-Staley, Secretary Neil J. Pedersen, Administrator

Maryland Department of Transportation

November 1, 2010.

Mr. Chris Clark Corman Construction, Inc. 12001 Guilford Road Annapolis, MD 20701

Contract No. CL4165370

F.A.P. No. AC/HP-2921(001)N/AC/NH-107-1(9)N Hampstead Bypass on MD 30 Relocated from South of Wolf Hill Drive to North of Hampstead

Final Acceptance for Maintenance

Dear Mr. Clark:

The State Highway Administration (SHA) conducted a final inspection on the above referenced project on November 5, 2009, with the following personnel in attendance:

Chris Clark

Corman Construction, Inc.

Kevin Howell

SHA

Devin Miller

SHA

The exceptions listed in our November 24, 2009 letter have been completed in accordance with the project specifications. The SHA is accepting this project for maintenance as of July 28, 2010.

If you have any questions or concerns, please contact Devin Miller, State Highway Administration's (SHA) Area Englneer, at 301-624-8204, or toll-free 800-635-5119.

Dávid J. Coyne District Engineer

John Huchrowski, Assistant District Englneer, Construction, SHA

Devin Miller, Area Engineer, SHA. Ross Clingan, Project Engineer, SHA

Joris Hemandes, Area Engineer, FHWA

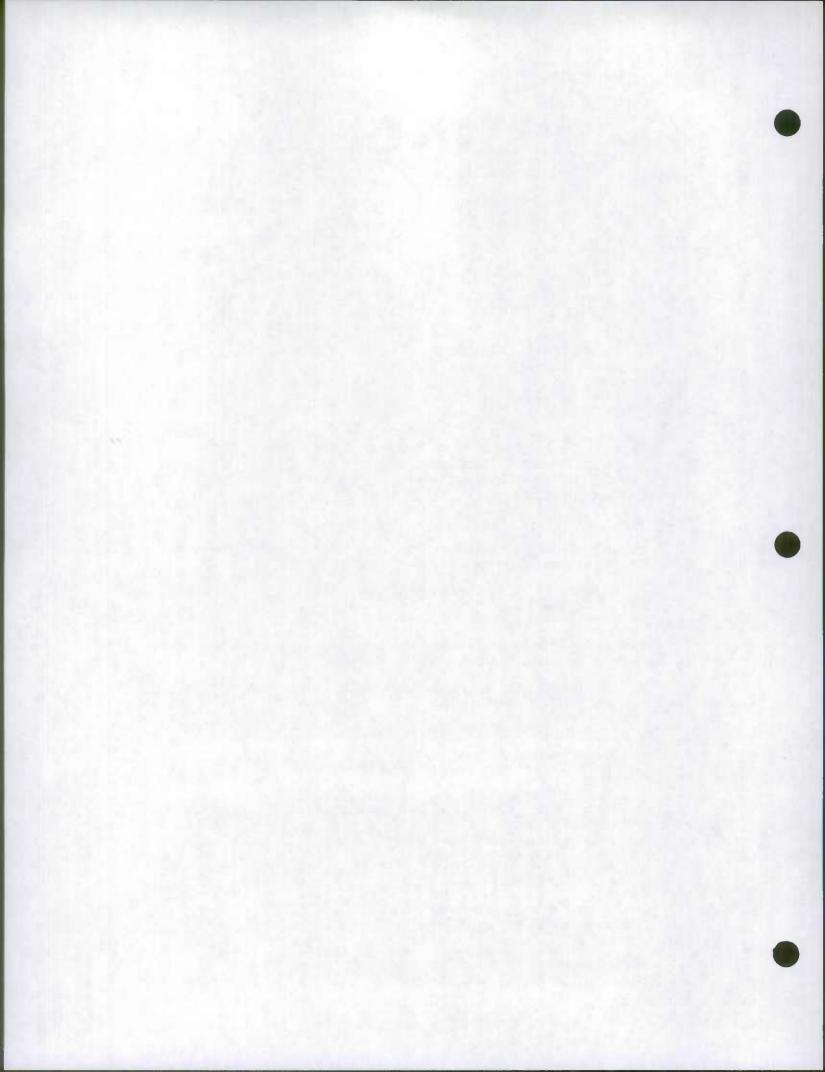
Sue Palmer, Assistant District Engineer, Maintenance, SHA

Dave Smith, Resident Maintenance Engineer, SHA

Robert Snyder, Regional Construction Engineer, SHA.

My telephone number/toll-free number is 800.635.5119 Maryland Relay Service for Impaired Hearing or Speech: 1.800.735,2258 Statewide Toll Free

Street Address: 5111 Buckeystown Pike · Frederick, MD 21704 · Phone: 301.624.8100 · www.marylandroads.com





Robert L. Ehrlich, Jr., Governor Michael S. Steele, Lt. Governor Robert L. Flanagan, Secretary Neil J. Pedersen, Administrator

Maryland Department of Transportation

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

October 27, 2005

Mi-Veerame, har

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated October 27, 2005 between the State Highway Administration and the County Commissioners of Carroll County, Maryland, relative to the transfer of the following described section of roadway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadway to the County will be upon the completion of construction and acceptance for maintenance.

State Highway Administration to the Commissioners of Carroll County, Maryland:

letter

PHILLIPS DRIVE (**Proposed**) – From Wolf Hill Drive up to (**but not including**) the MD 30 Relocated Roundabout, a total distance of approximately 0.16± mile.

Lon bort

Total mileage to the County $-0.16\pm$ mile

Item No.: 91085

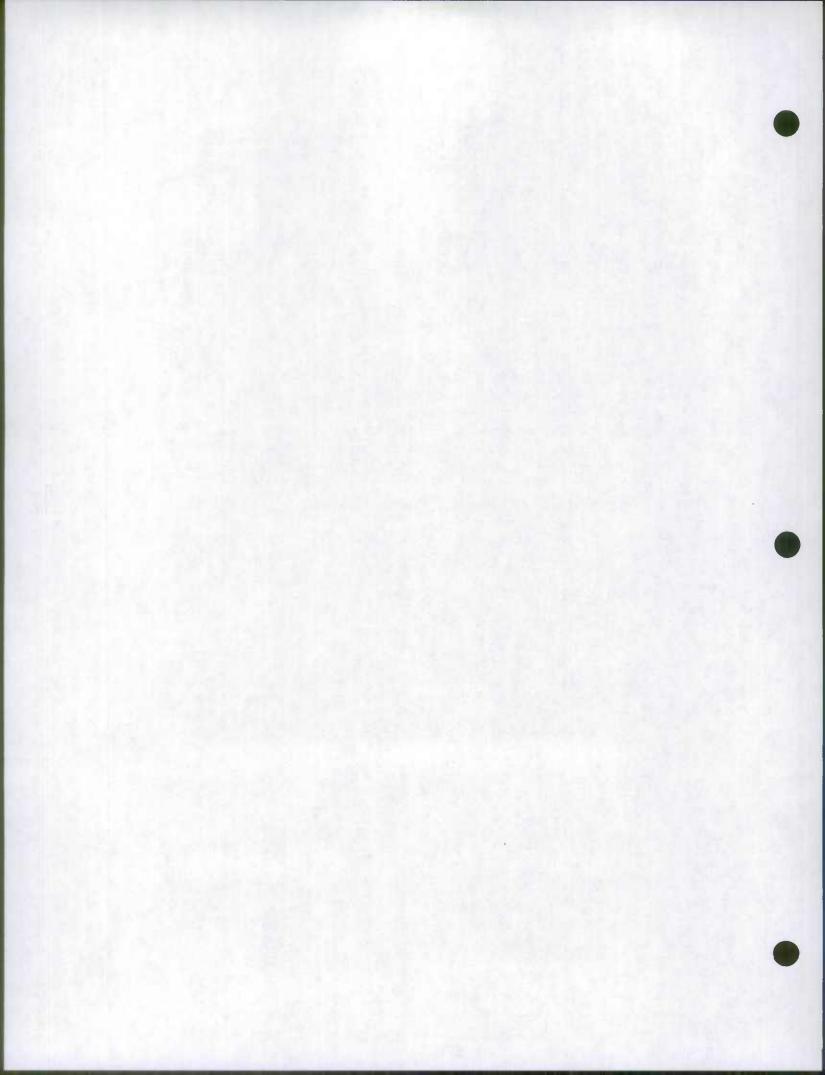
Said agreement has been previously executed by the appropriate County officials and approved as to form and legal sufficiency by Assistant Attorney General, Peyton Paul Phillips.

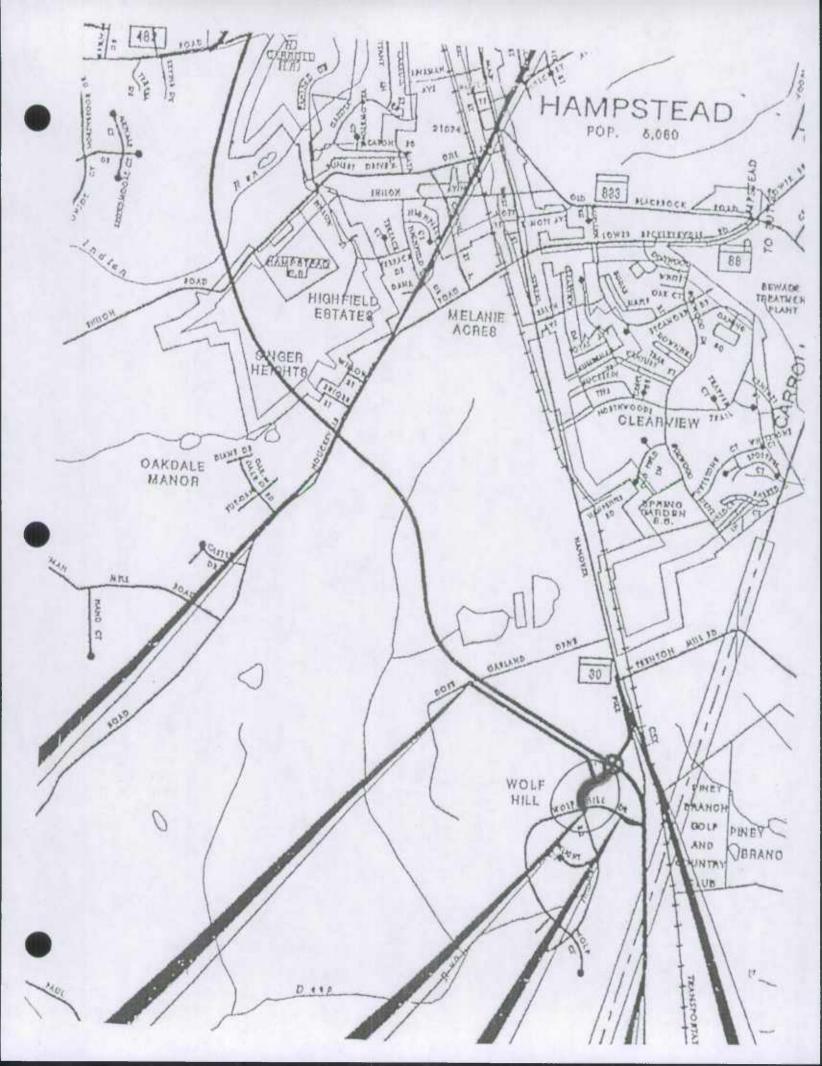
MEB: meb

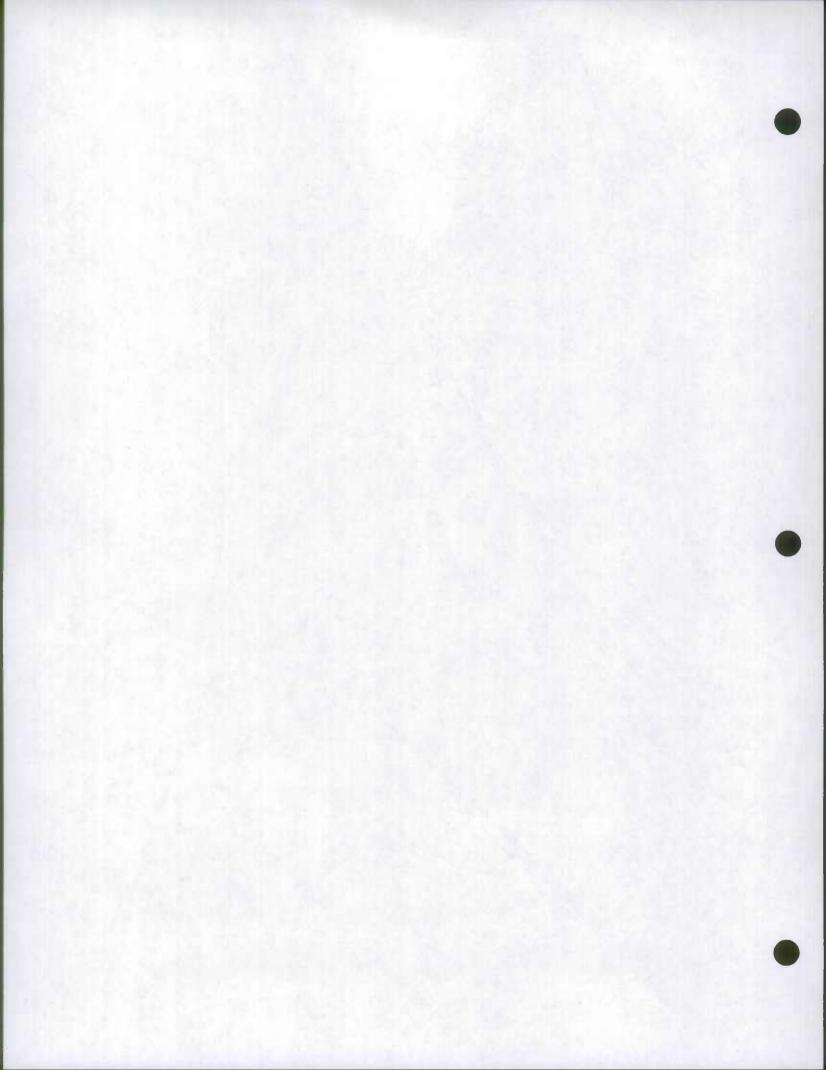
NOV 2 8 2005

My telephone number/toll-free number is 2812

Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free







S.H.A.

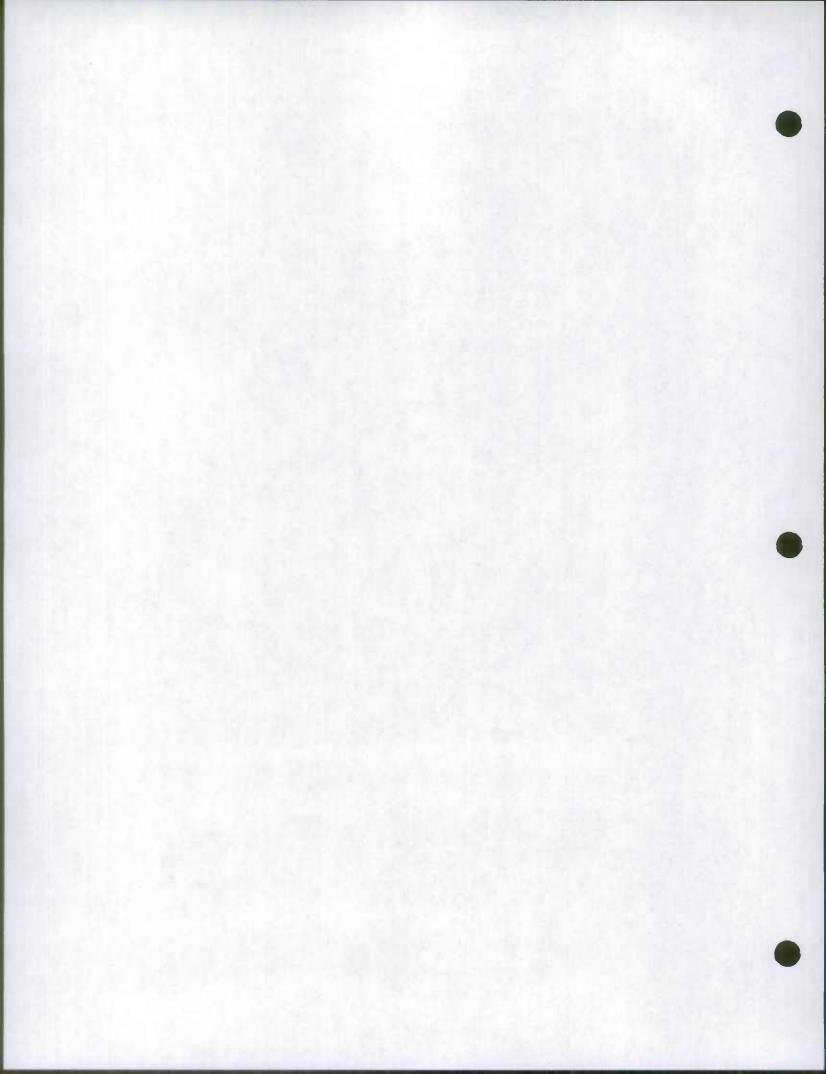
Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. G. Cooley
Mr. S. Foster
Mr. E. Freedman
Mr. D. German
Mr. B. Grey
Mr. G. Hadel
Mr. M. Haley
Mr. R Harrison
Mr. T. Hicks
Ms. C. Kennedy

Mr. K. McClelland
Mr. J. Miller
Ms. J. Miller
Mr. N. Pedersen
Mr. K. Powers
Mr. D. Rose
Ms. R. Rymer
Mr. E. Schmidbauer
Mr. R. Veeramachaneni
Mr. D. Weddle
Mr. Dave Coyne
Mr. Pat Minnick
Mr. Mark Crampton

Mr. Dave Smith

The Commissioners of Carroll County, Maryland

Mr. J. Michael Evans Director – Department of Public Works



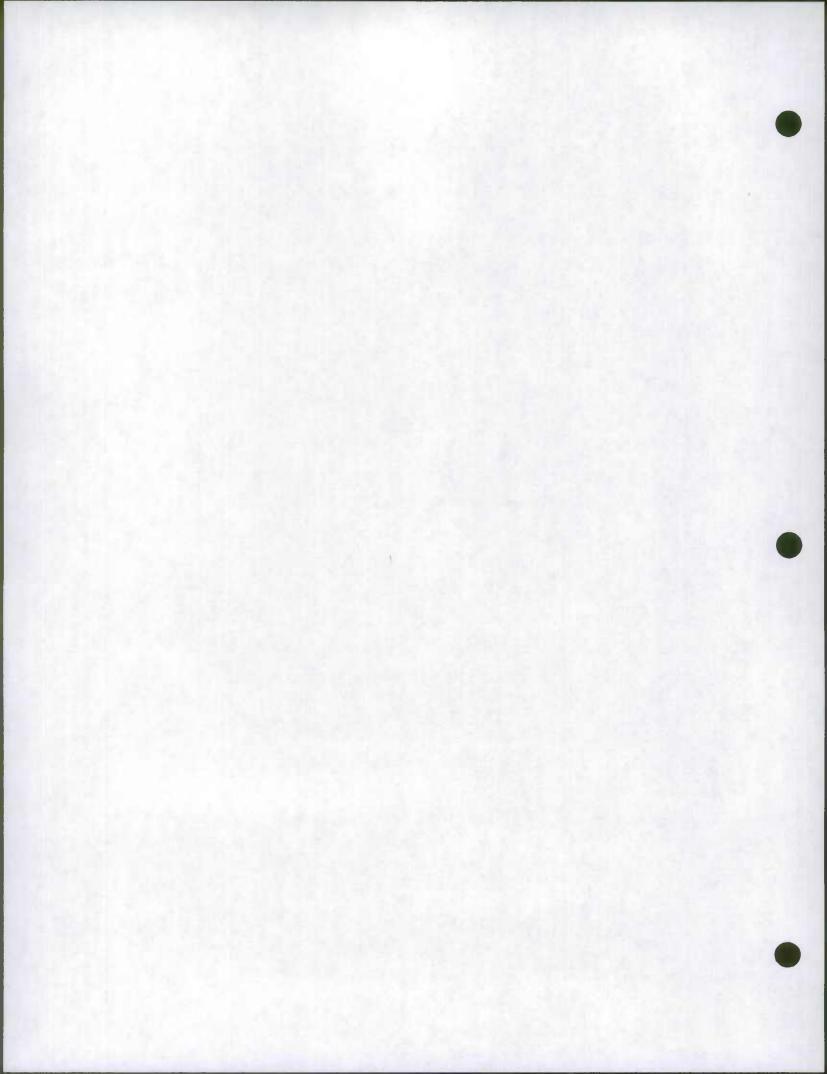
ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this **27th** day of **October**, 2005, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as the "Highway Administration", party of the first part, and the County Commissioners of Carroll County, Maryland, a Body Corporate and Politic, hereinafter referred to as the "County", party of the second part.

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

WHEREAS, the Highway Administration has agreed to transfer to the County the hereinafter described section of road, which will be constructed at a future date, 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 One Dollar (\$1.00) payable by each party unto the other, the receipt and adequacy of which is hereby acknowledged by the parties hereto, and in further consideration of the conditions hereby set forth, the parties hereto agree as follows:

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

SHA to the Commissioners of Carroll County, Maryland:

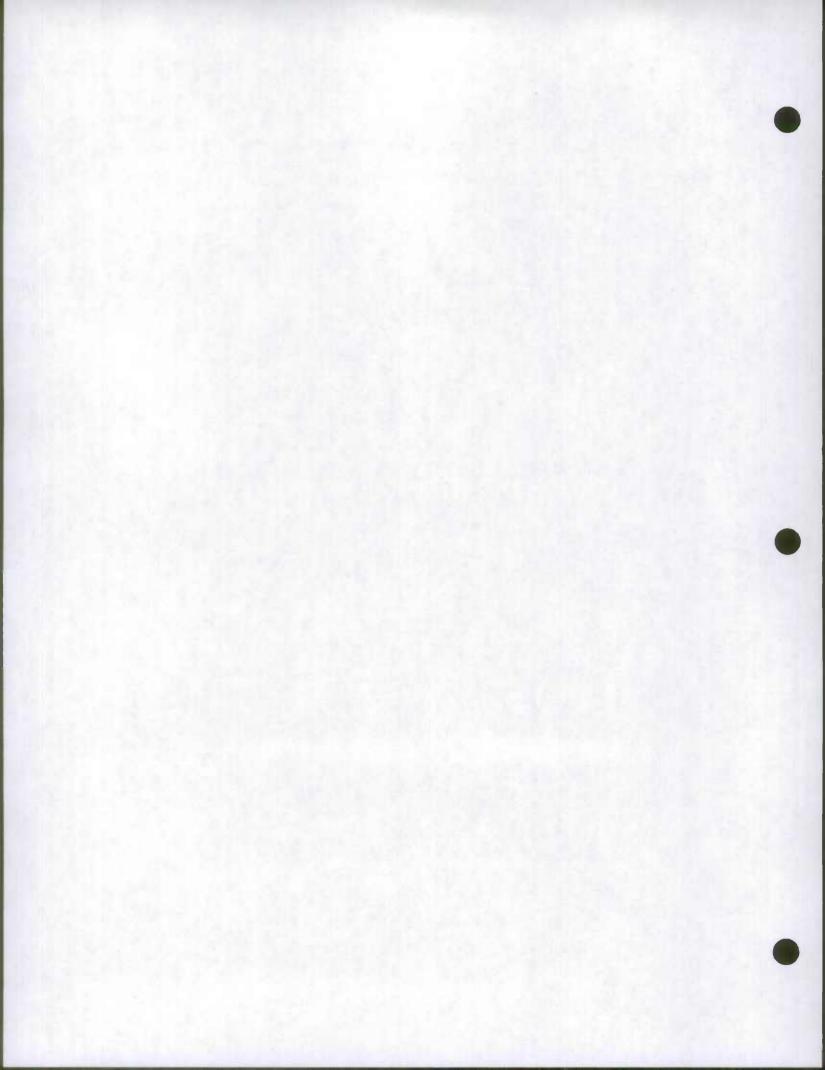
Phillips Drive - From Wolf Hill Drive up to

(but not including) the MD 30 Relocated roundabout, a

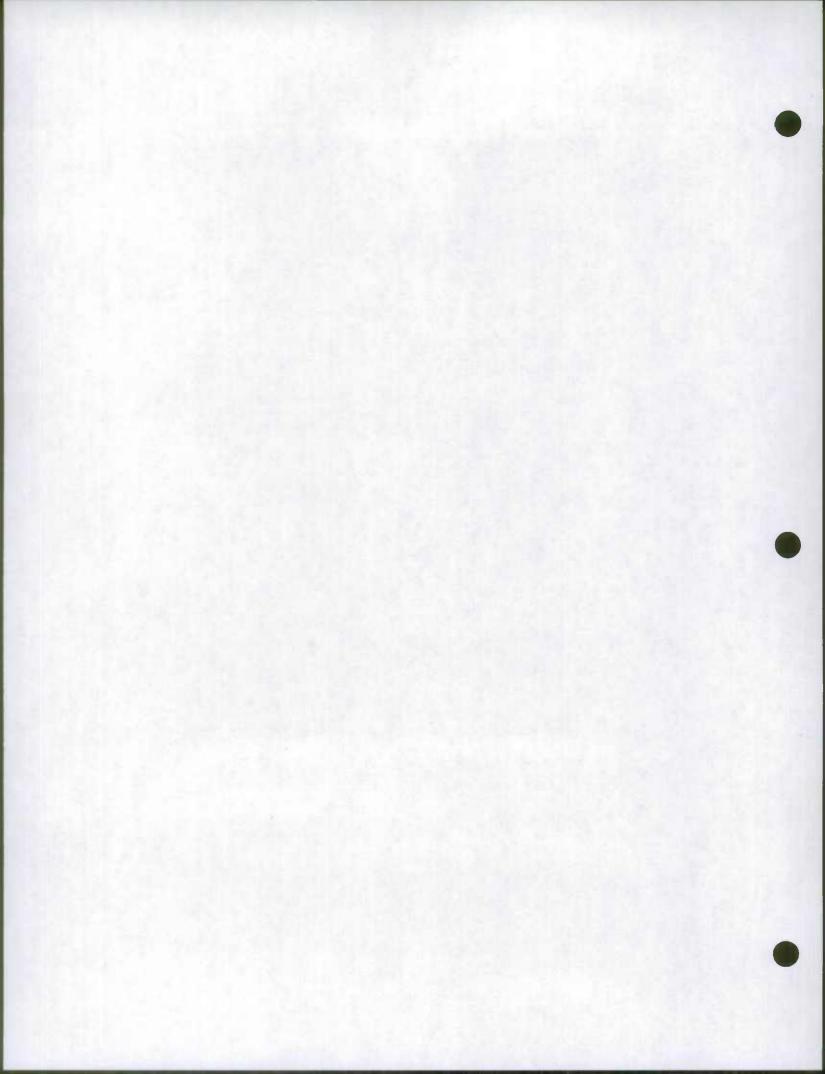
total distance of 0.16+ mile

Total Mileage to the County - 0.16+ miles

Item No.: 91085



- 2. Conveyance of the Roadway is subject to the following conditions:
 - A. The effective date of the transfer to Carroll County will be upon the completion of construction and acceptance for maintenance.
 - B. The mileage will be included in SHA's Carroll County inventory as of December 1st of the year following the date referred to in Item A above.
 - C. The transfer of the Roadway to the County will be made on a post-construction basis as to the roadway conditions and limits of right-of-way.
 - D. The County will accept jurisdiction over and responsibility for the maintenance of said roadway as of the effective date of transfer as set forth in Item A above.
 - E. The appropriate District personnel will notify Highway Information Services Division in writing when the transfer is put into effect.
- 3. The Highway Administration will hereafter prepare a deed conveying ownership of the Roadway to the County subject to the approval of the Board of Public Works of Maryland. A copy of the deed, plat, and agreement will be presented to the party of the second part for review, with the understanding that the Highway Administration will execute and record the deed unless notified of any errors in the deed description by the party of the second part within thirty (30) days of said party's receipt of the deed.



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

> THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

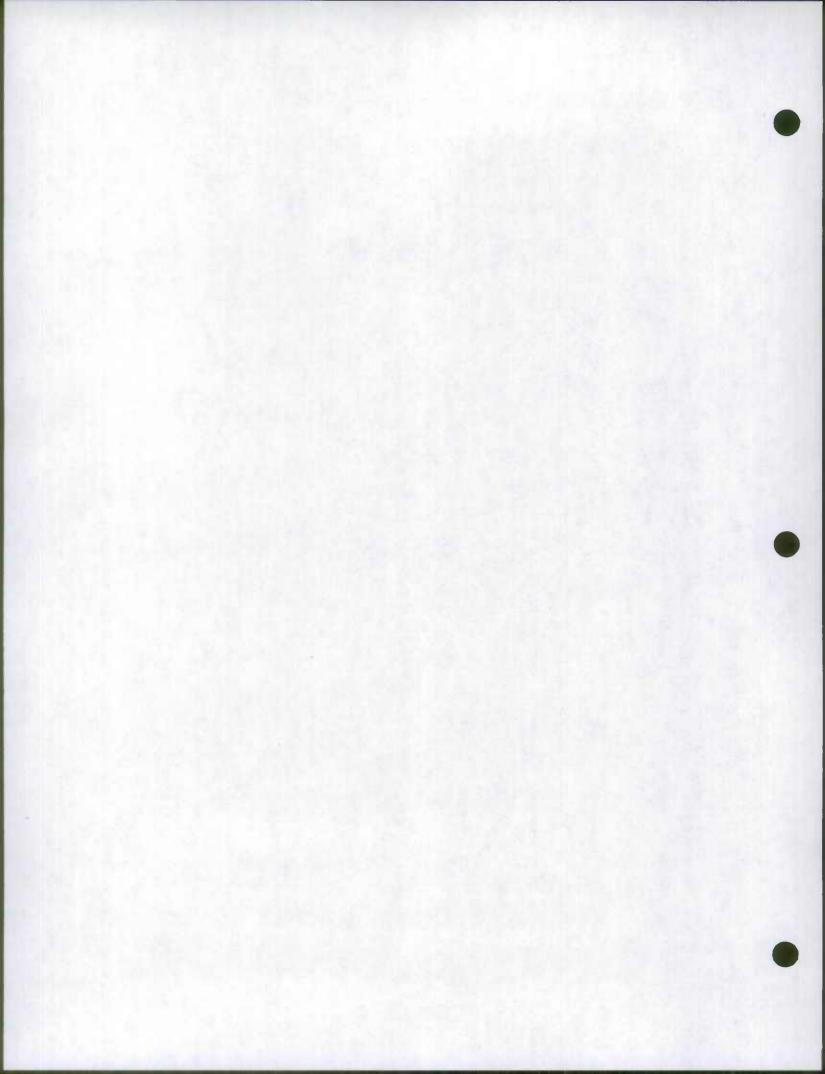
Director, Office of Planning and Preliminary Engineering

RECOMMENDED FOR APPROVAL:

Approved as to form and legal sufficiency this 29th day of September , 2005.

Chief Utility and Converance Section

Assistant Attorney General



POLITICAL SUBDIVISION SIGNATURE PAGE

THE COMMISSIONERS OF CARROLL COUNTY, MARYLAND

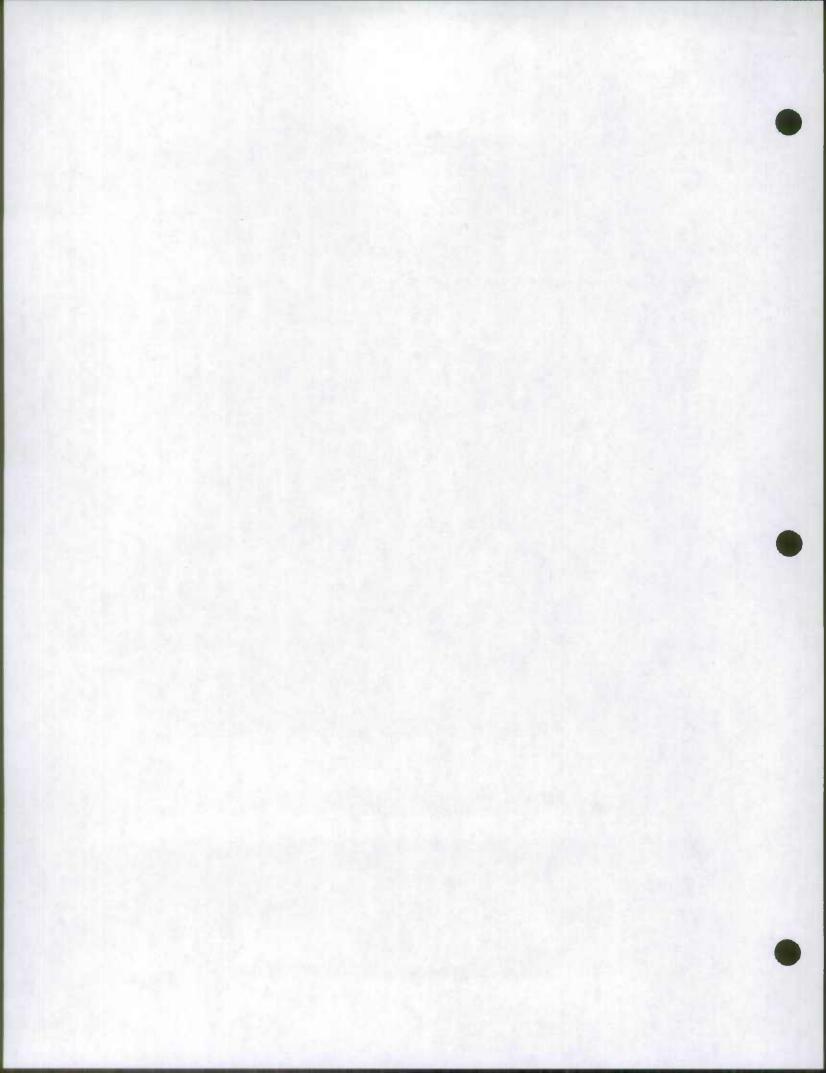
RECOMMENDED FOR APPROVAL:

WITNESS:

J. Michael Evans, Director Carroll County Department of Public Works

Approved as to form and legal sufficiency this 18th day of , 2005.

SR Ass't County Attorney





Maryland Department of Transportation State Highway Administration

Parris N. Glendening Governor John D. Porcari Secretary Parker F. Williams Administrator

MEMORANDUM OF ACTION OF DOUGLAS SIMMONS DIRECTOR - OFFICE OF PLANNING AND PRELIMINARY **ENGINEERING** 12/5/02

December 2, 2002

Douglas Simmons, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated November 30, 2000 between the State Highway Administration and the Board of County Commissioners for Carroll County 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 to the County was to have been upon the delivery of the road conveyance deed for the roadways to the County.

The purpose of this memorandum is to inform all interested parties that the road conveyance deed was delivered to the County for recordation on October 11, 2002, and that the subject road transfer agreement is now fully in effect.

State Highway Administration to the Board of County Commissioners for Carroll County:

- A. Structure #06058 Bridge over Little Pipe Creek on CO 229 Ladiesburg Road at M.P. 1.16 - Now CL 245
- B. MD Route 850F (Emerald Lane) From SHA M.P. 0.00 (MD Rte. 26, Liberty Road) to SHA M.P. 0.63 (Road End), a total distance of 0.63+ mile- Co 677, * Emerald Lane - 0.02 mi.
- C. MD Route 850G (No Name) From SHA M.P. 0.00 (Road End), a total distance of 0.96+ mile - Co 1485, OLD Liberty RD,

Total mileage to Carroll County 1.59+ miles

My telephone number is .

Itcm No.: 91008/87808

Said agreement has previously been executed by the appropriate officials of the SII the Board of County Commissioners for Carroll County and approved as to formal legal sufficiency by Special Counsel, Peyton Paul Phillips.

RMP:seb

JAN 13 2003:

HIGHWAY INFORMATION SERVICES DIVISION

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 Caivert Street • Baltimore, Maryland 21202

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ADAD THE PARTY

HIGHWAY INFORMATION SERVICES DIVISION

S.H.A.

Mr. S. Ade Mr. K. Powers Mr. M. Baxter Mr. D. Rose Mr. W.E. Brauer, III Mr. K.G. Shelton Mr. K. McDonald Mr. R. Smith Ms. Rose Davis Mr. C. Simpson Mr. Steve Foster Ms. D. Simpson Mr. D. German Mr. M. Shah Mr. G. Hadel Mr. D. Ward Mr. R Harrison Mr. D. Weddle Mr. T. Hicks Mr. P.F. Williams Mr. A. Lijewski Mr. Ed Schmidbauer Mr. E.S. Freedman Mr. M. Knecht Mr. K. McClelland Mr. Pat Minnick Mr. J. Miller Mr. Robert Fisher Mr. Dave Smith

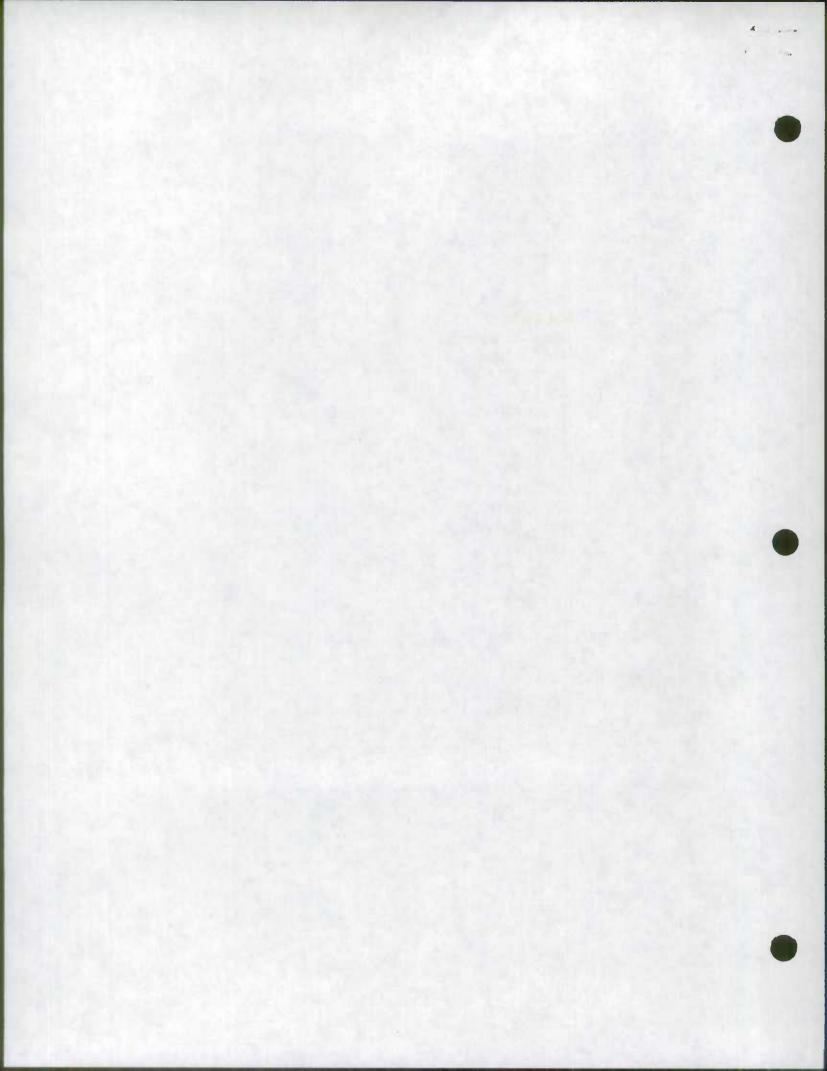
THE COUNTY COMMISSIONERS FOR CARROLL COUNTY

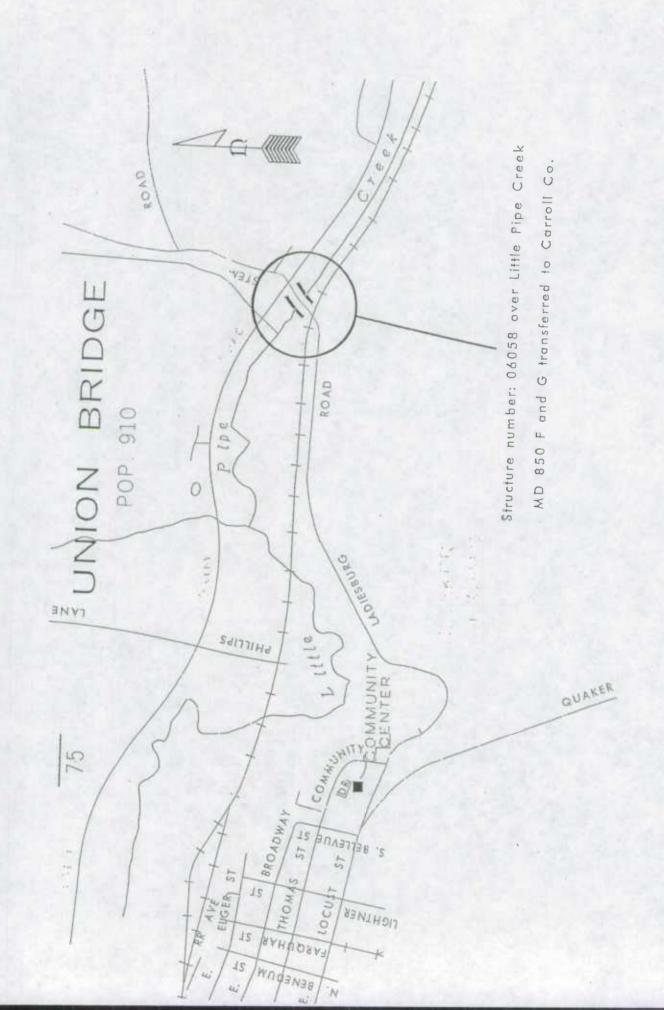
Julia W. Gouge, President

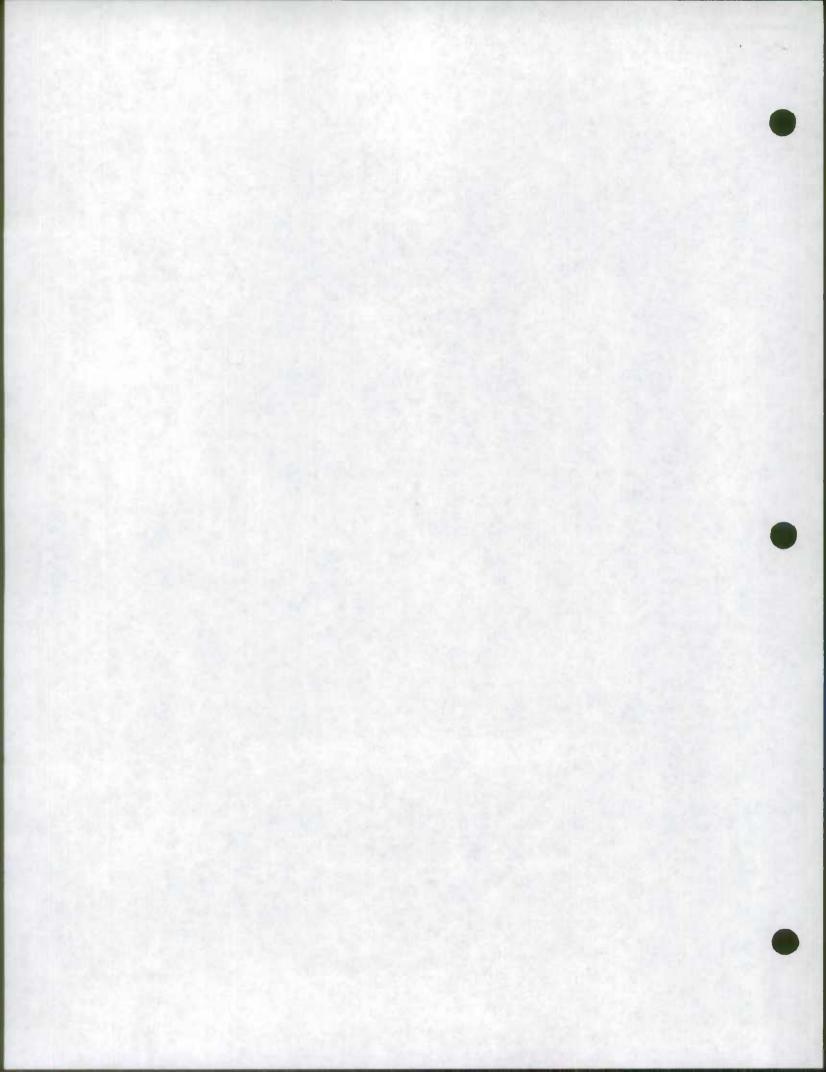
Donald I. Dell, Vice President

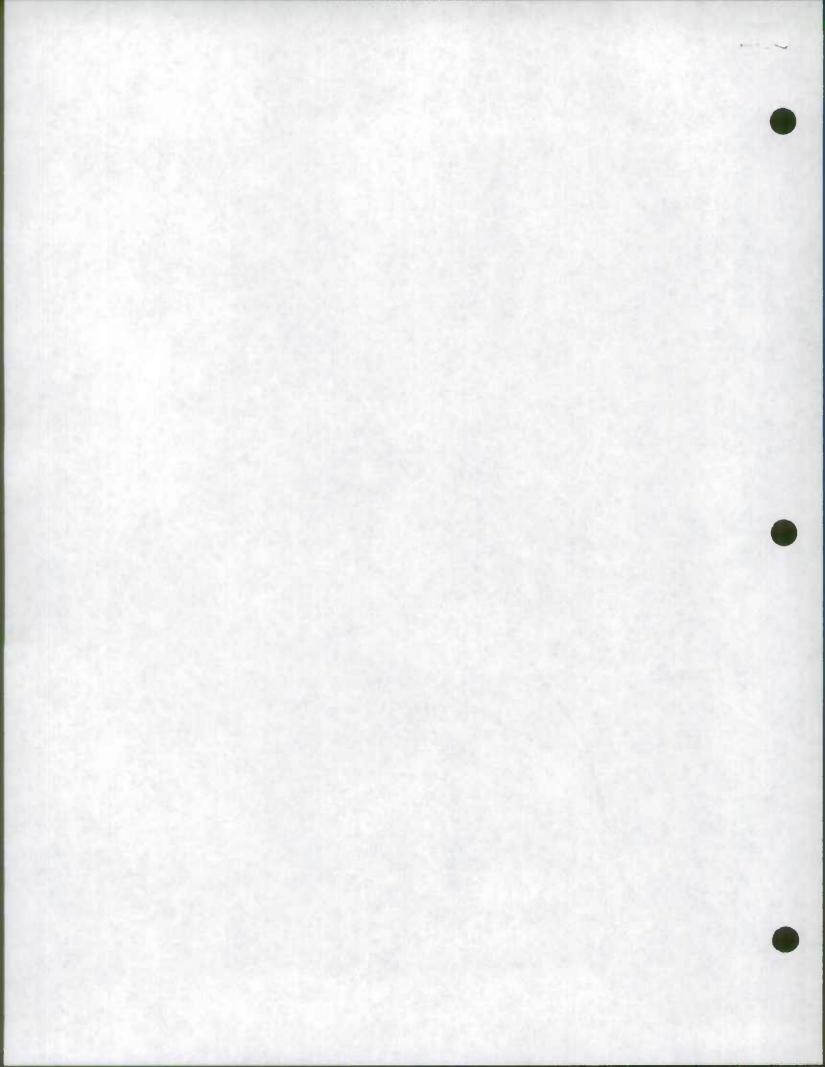
Robin B. Frazier, Secretary

Douglas Meyers, Director Department of Public Works for Carroll County



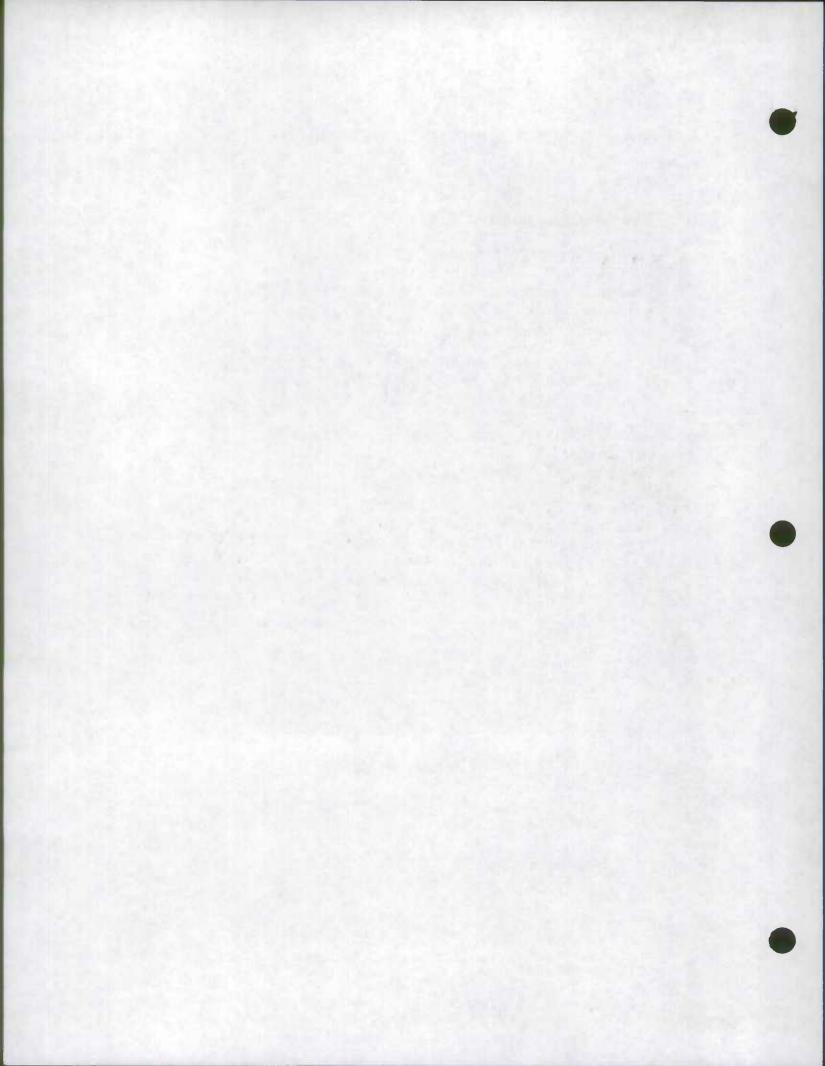






MD 32 ROAD TRANSFERS IN WESTMINSTER

- 1) MD 32 from city limits to Longwell Avenue
 - a) Agreement #A-478 10/29/87
 - b) Accepted for Maintenance July 31, 1995
 - c) Final Inspection December 13, 2001.
- 2) MD 32 from Longwell Avenue to John Street and Bond Street
 - a) Agreement #A-275 March 26, 1979
 - b) Road Transfer memo stating contract was complete and road section was transferred March 17, 1981.
 - c) Deed Conveyance July 1, 1981.
- 3) MD 32 from Bond Street to Pennsylvania Avenue (Formerly MD 526).
 - a) Agreement #A-444 September 10 (?), 1986.
 - b) Acceptance for Maintenance December 28, 1990.
- 4) MD 32 from Pennsylvania Avenue to MD 31, New Windsor Road
 - a) Agreement #A-478 10/29/87.
 - b) Final Inspection December 13, 2001.
- 5) MD 32 from MD 31, New Windsor Road to MD 140.
 - a) Transfer Agreement November 20, 1986.
 - b) Memorandum of Action November 24, 1986.
 - c) Conveyance Deed January 31, 1990.
 - d) Note portions of this roadway are now scarified (04/04/2002).





Parris N. Glendening Governor John D. Porcari Secretary Parker F. Williams Administrator

December 13, 2001

RECEIVED

21 20011

SAYAY INFORMATION

MOFE DIVISION

MEMORANDUM

To:

Mr. Stephen Clarke

Office of Real Estate

Utility and Road Conveyance

Attn:

Robert Pontier

From:

Robert L. Fisher, District Engineer

District #7

Subject:

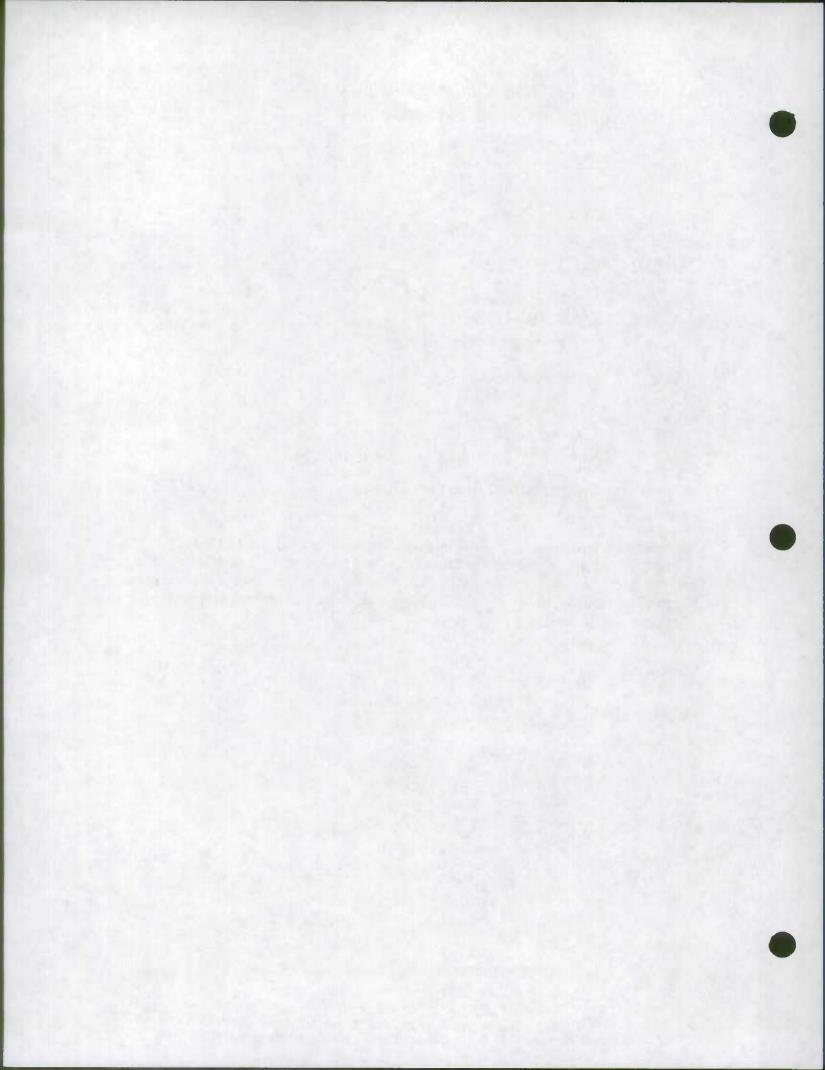
Project: MD 32 from Longwell Street to Westminster City Limits

This project is now complete. The final inspection has been held and the City of Westminster's representatives have found the project acceptable. All work is finished and our records are closed. Under the terms of agreement with the City of Westminster, the roadway is to be conveyed to the City. We request that you proceed with the formal conveyance as noted above.

RLF:RHT/sd

cc: Dave Smith

My telephone number is _____





Parris N. Glendening Governor John D. Porcari Secretary Parker F. Williams Administrator

December 13, 2001

MEMORANDUM

To:

Mr. Stephen Clarke

Office of Real Estate

Utility and Road Conveyance

Attn:

Robert Pontier

From:

Robert L. Fisher, District Engineer

District #7

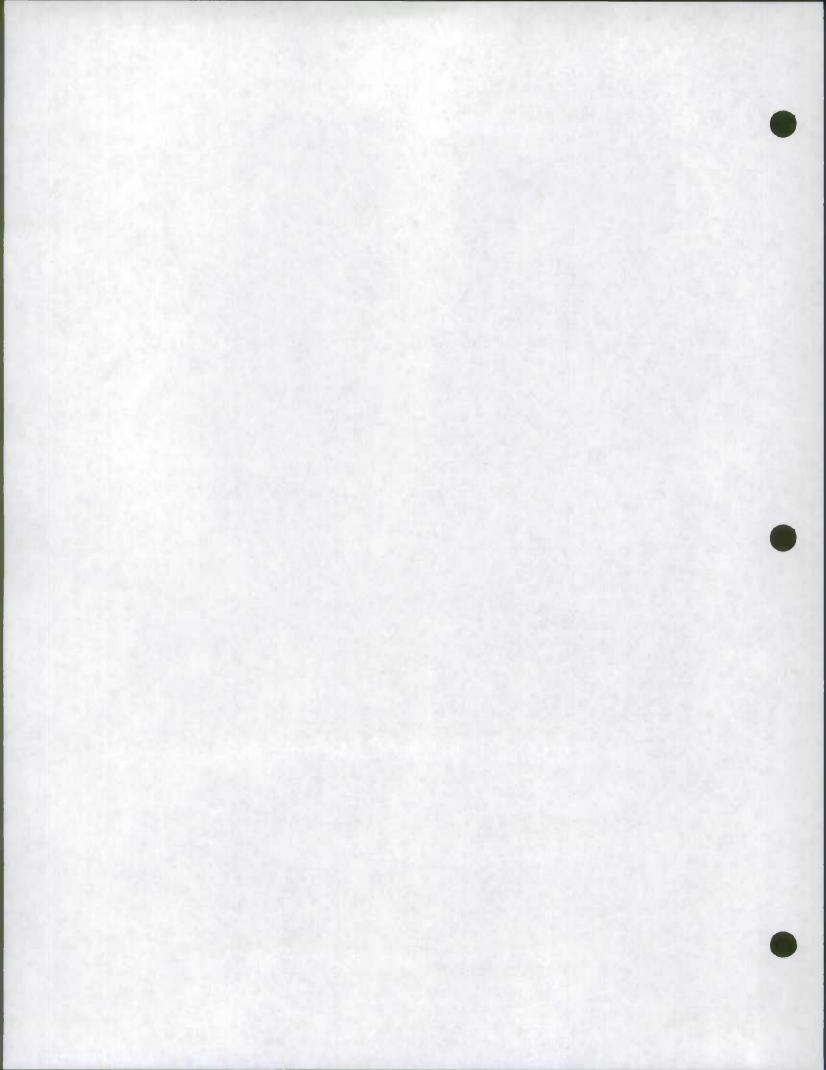
Subject:

Project: MD 32 from Pennsylvania Avenue to MD 31

This project is now complete. The final inspection has been held and the City of Westminster's representatives have found the project acceptable. All work is finished and our records are closed. Under the terms of agreement with the City of Westminster, the roadway is to be conveyed to the City. We request that you proceed with the formal conveyance as noted above.

RLF:RHT/sd

cc: Dave Smith





Parris N. Glendening Governor John D. Porcari Secretary Parker F. Williams Administrator

MEMORANDUM

To:

File

SHA Memoranda of Action - Carroll County

From:

Kevin Powers, Manager, State and Local Roadway Systems

Highway Information Services Division

Date:

February 28, 2002

Subject: Maryland Route 850-D Deed Conveyance.

Right-Of-Way Item # 25405, Parcels 1 and 2

Please refer to the August 14, 2001 memorandum from Stephen Clarke, Chief of Office of Real Estate - Utilities and Road Conveyance Section for the original section of roadway and property that was conveyed.

I received plat #55611 and a conveyance deed dated February 13, 2002 for parcels 1 and 2 which include and adjoin portions of MD 850-D, an old section of MD 26. From reviewing this plat with conveyance plat 55345, the determination was made that the MD 850-D roadway from Roop Road to Buffalo Road was now completely conveyed to private ownership, with a margin of error of 0.02 mile ±.

The portion of MD 850-D from Roop Road easterly to the road end (a distance of 0.10 mile ±) was not included in the conveyance and will remain in the SHA inventory as is.

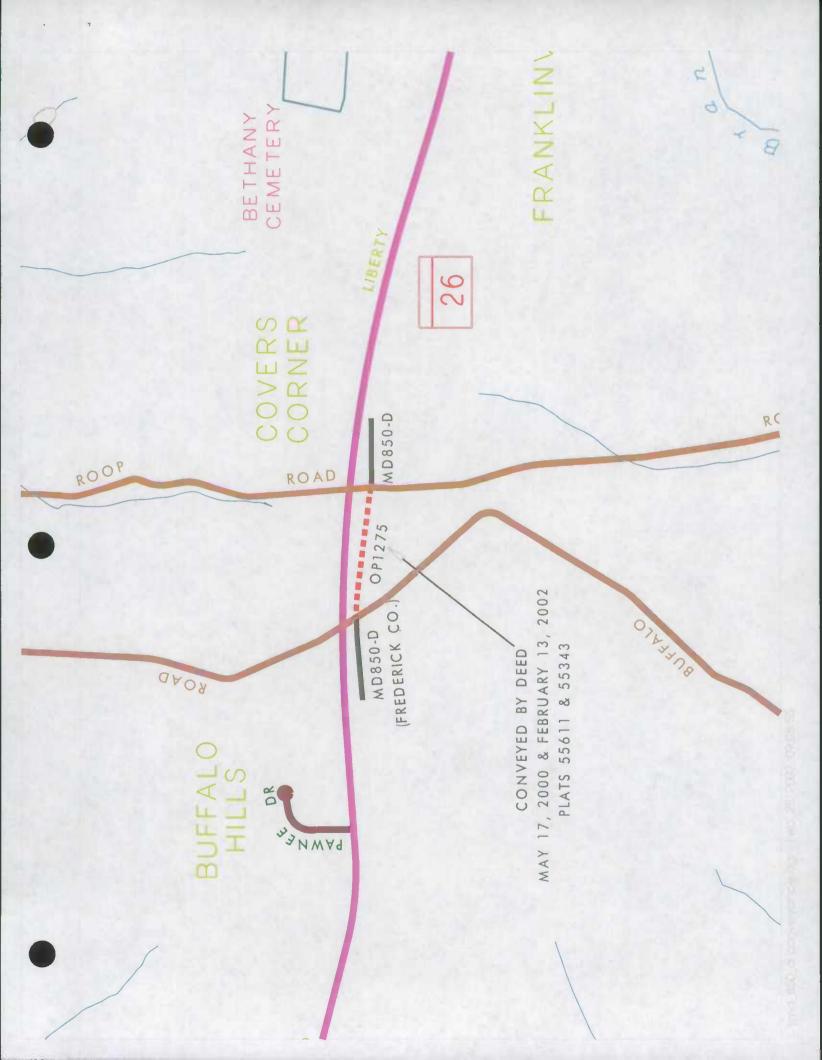
The portion of MD 850-D in Frederick County, from Buffalo Road westerly to the road end (a distance of 0.11 mile \pm) was not included in the conveyance and will remain in the SHA inventory as is.

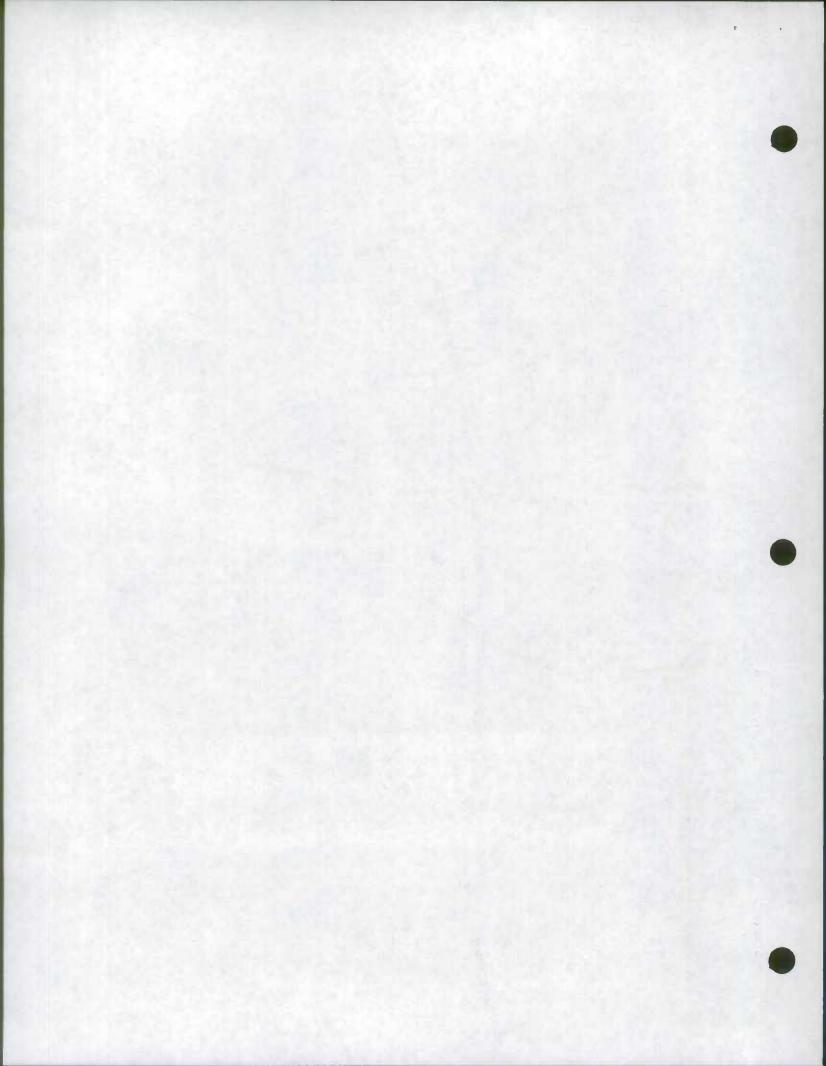
SHA inventories will reflect these changes for the 2001 improvement cycle.

(410) 545-5518

My telephone number is

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





This is the INFO. YOU requested

RECEIVED

TED 27 2002

D. Kershuer ORE

HIGHWAY INFORMATION
SERVICES DIVISION

(A)

SHA 63.00-26D 3/1/90 Mailing Address: Records ond Research Section 707 North Calvert Street Baltimore, Moryland 21202

STANDARD DEED

FROM THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION AND THE BOARD OF PUBLIC WORKS OF MARYLAND Right of Way Item No.: 25405, Parcels 1 and 2

THIS DEED, made this day of February in the year 2002 from 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 collectively called the "GRANTORS"; unto JOSEPH G. BOONE and BETTY G. BOONE, his wife, hereinafter sometimes called the "GRANTES."

WHEREAS, the State Highway Administration of the Department of Transportation, acting for and on behalf of the State of Maryland, has heretofore acquired certain property and rights, situate, lying and being in Carroll County, State of Maryland; and

WHEREAS, the State Highway Administration has constructed, or is about to construct a certain State Highway and/or Bridge known and designated as MD 26 - $1.10 \pm \text{miles}$ west of Taylorsville Bypass to Frederick County Line; and

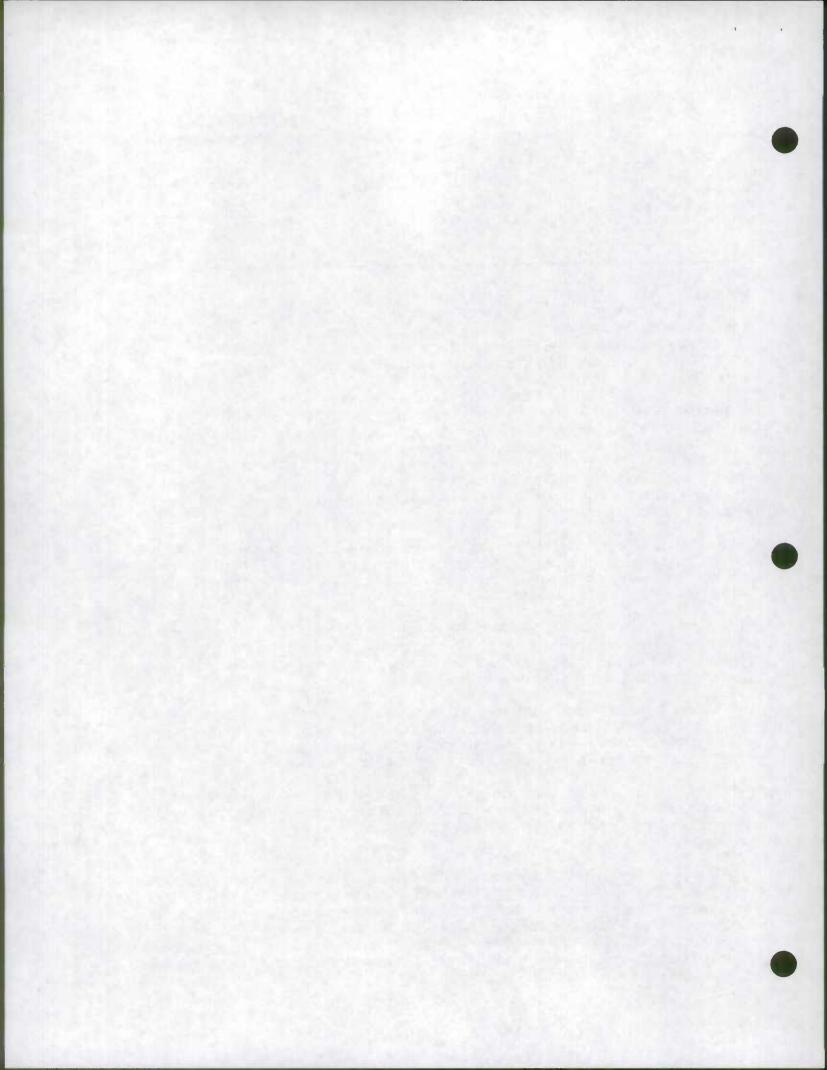
WHEREAS, the State Highway Administration has prepared, or caused to be prepared a Right of Way Plat designated as State Highway Administration Plat numbered 55611 which Plat has been recorded or is intended to be recorded among the Land Records of the aforesaid County in the appropriate Plat Book; and

WHEREAS, the said Plat shows the land, easements, rights and controls of access which have been determined by the State Highway Administration as necessary to be retained by the State for the construction, operation, maintenance, use and protection of the highway and/or bridge constructed, or to be constructed, as aforesaid; and

WHEREAS, the State Highway Administration has agreed, for good and valuable consideration to convey unto the GRANTEES herein certain land, hereinafter described, which the State Highway Administration 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 8-309 of the Transportation Article of the Annotated Code of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land 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 Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and quit claim unto **JOSEPH G. BOONE** and **BETTY G. BOONE**, his wife, as tenants by the entirety, their assigns or the survivor of them, and the heirs, personal representatives and assigns of the survivor, all right, title and interest of the State Highway Administration and the State of Maryland,



and hatched thus representatives and assigns of the survivor. common with the GRANTEES, their assigns or the survivor of them, and the heirs, personal of land, more or less, identified as "Perpetual Easement for Ingress and Egress," shown as Parcel C SUBJECT TO the rights of others to use that certain area of the land, containing 0.070 of an acre on State Highway Administration Plat numbered 55611 in

proceedings which were filed with the Circuit Court for Carroll County on 4/6/56 behalf of the State of Maryland, acquired from Riley T. Gartrell through condemnation IT BEING a part of the same property which the State Roads Commission, acting for and on

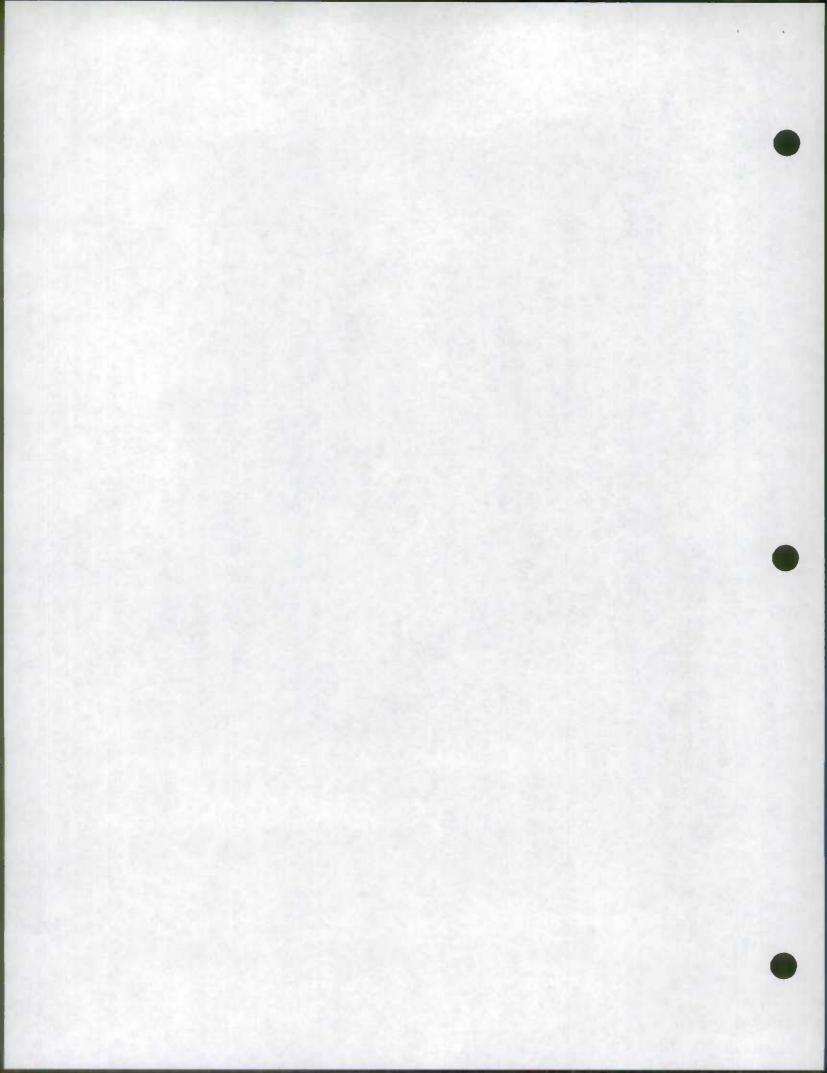
easements, rights, privileges and controls. ADMINISTRATION, its successors and assigns forever, all of the following described land RESERVING, HOWEVER, UNTO THE STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY

Right of Way Line" as shown and/or indicated on the hereinbefore mentioned Plat all of which appertaining, lying between the outermost lines designated "Right of Way Line" and "Existing Land Records of the aforesaid County. Plat is made a part hereof and which is duly recorded, or intended to be recorded, among the ALL THE LAND AND PREMISES, together with the appurtenances thereto belonging or in anywise

side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are shown cross-hatched thus built to protect said highway. or adjacent property and/or control the flow of water through those drainage structures to be necessary in the opinion of the State Highway Administration to adequately drain the highway acre of land, more or less, and as Parcel B, containing 0.043 of an acre of land, more or less, and a total of 0.094 of an acre of land, more or less, identified as Parcel A, containing 0.051 of an THE PERPETUAL RIGHT to create, use and maintain on those certain areas of the land, containing on the above designated Plat such stream changes,

on the above mentioned Plat. DENIED," to the end that there never will be any vehicular access to or from said highway and marked "THROUGHOUT THIS PORTION OF THE RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS the remaining property and the highway across those portions of the right of way lines which are ANY AND ALL RIGHT WHATSOEVER of the GRANTEES, their assigns or the survivor of them, and the the remaining property across those portions of the said right of way lines which are so marked heirs, personal representatives and assigns of the survivor, of vehicular ingress or egress between

SUBJECT TO and excepting from the operation and effect of this deed any and all rights and predecessors in title and/or covenants or restrictions which may have been established with reservations that may have been granted or reserved by former owners of this property or their 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 herein 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 **JOSEPH G. BOONE** and **BETTY G. BOONE**, his wife, as tenants by the entirety, their assigns or the survivor of them, and the heirs, personal representatives and assigns of the survivor.

SUBJECT, HOWEVER, TO EACH AND EVERY RESERVATION, RESTRICTION, CONDITION, COVENANT AND CONTROL SET FORTH IN THIS INSTRUMENT OF WRITING.

AND THE GRANTEES HEREIN, by the acceptance of this deed and their signatures below, do hereby covenant and agree, on behalf of themselves, their assigns or the survivor of them, and the heirs, personal representatives and assigns of the survivor, 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 perpetual all of the rights and privileges retained by the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, 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 GRANTEES and shall be binding upon the GRANTEES, their assigns or the survivor of them, and the heirs, personal representatives and assigns of the survivor, forever.

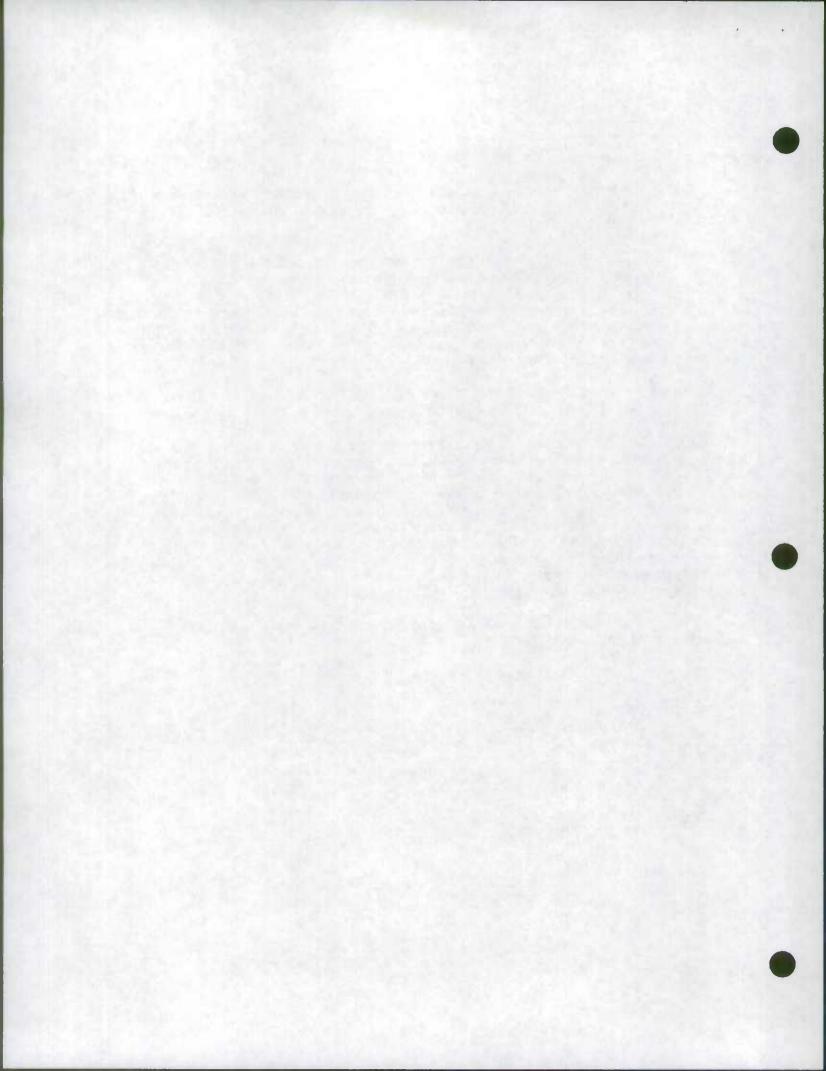
The actual consideration paid by the GRANTEES unto GRANTORS is Twenty-six Thousand Eight Hundred and 00/100 Dollars (\$26,800.00).

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto:

WITNESS:

Joseph G. Boone

Betty G. Boone



WITNESS:

Gerry Fatcher

STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION

By: full

(Seal)

(Seal)

Parker F. Williams

State Highway Administrator

Approved as to Form and Legal Sufficiency

Luby C Ransaport
Assistant Attorney General

Parris N. Glendening Governor of Maryland

William Donald Schaefer

Comptroller of Maryland

Concurred in by:

Christian C. Larson

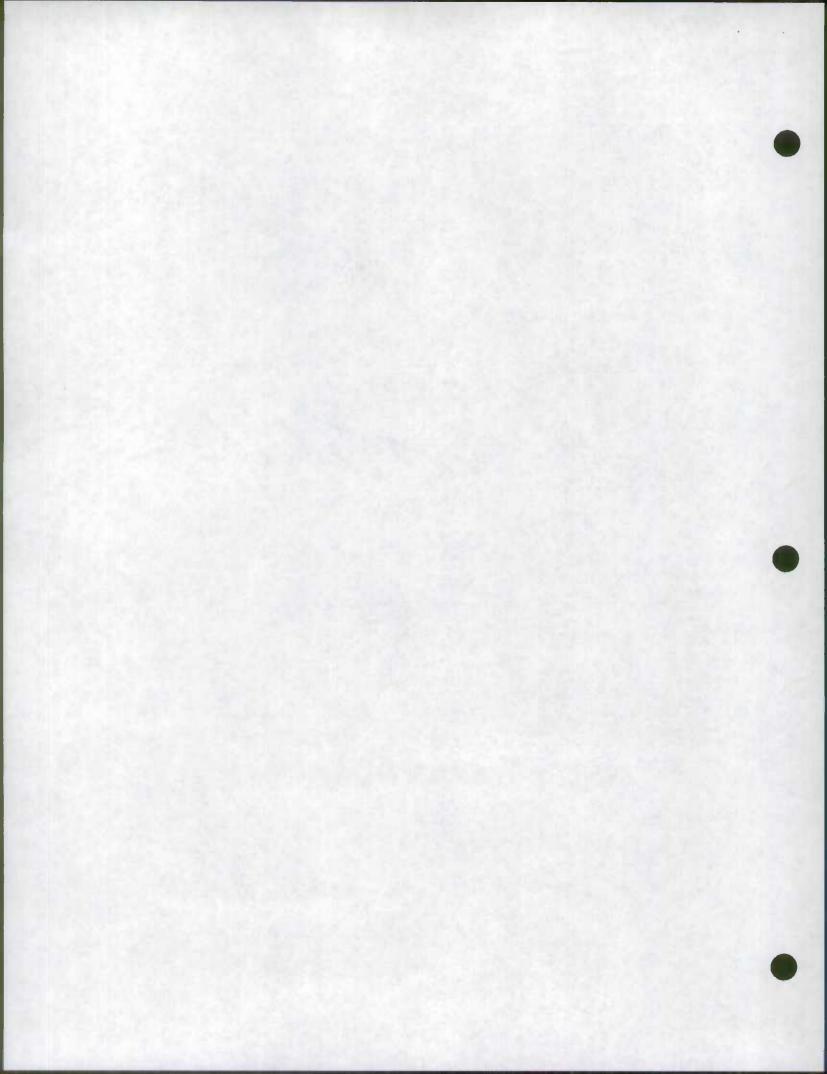
Director, Office of Real Estate

WITNESS:

Richärd N. Dixon Treasurer of Maryland

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

Secretary



STATE OF MARYLAND - COUNTY/CITY OF S A CTIME RETO Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County/City aforesaid, personally appeared Joseph G. Boone and Betty G. Boone, his wife, known to me (or satisfactorily proven) to be the persons whose names appears herein and acknowledged the foregoing deed to be their act.

AS WITNESS MY HAND AND NOTARIAL SEAL, this 10th day of Otto 1 in the year 2003.

My Commission Expires: 01/01

STATE OF MARYLAND - COUNTY/CITY OF DALTIMERETO WIT:

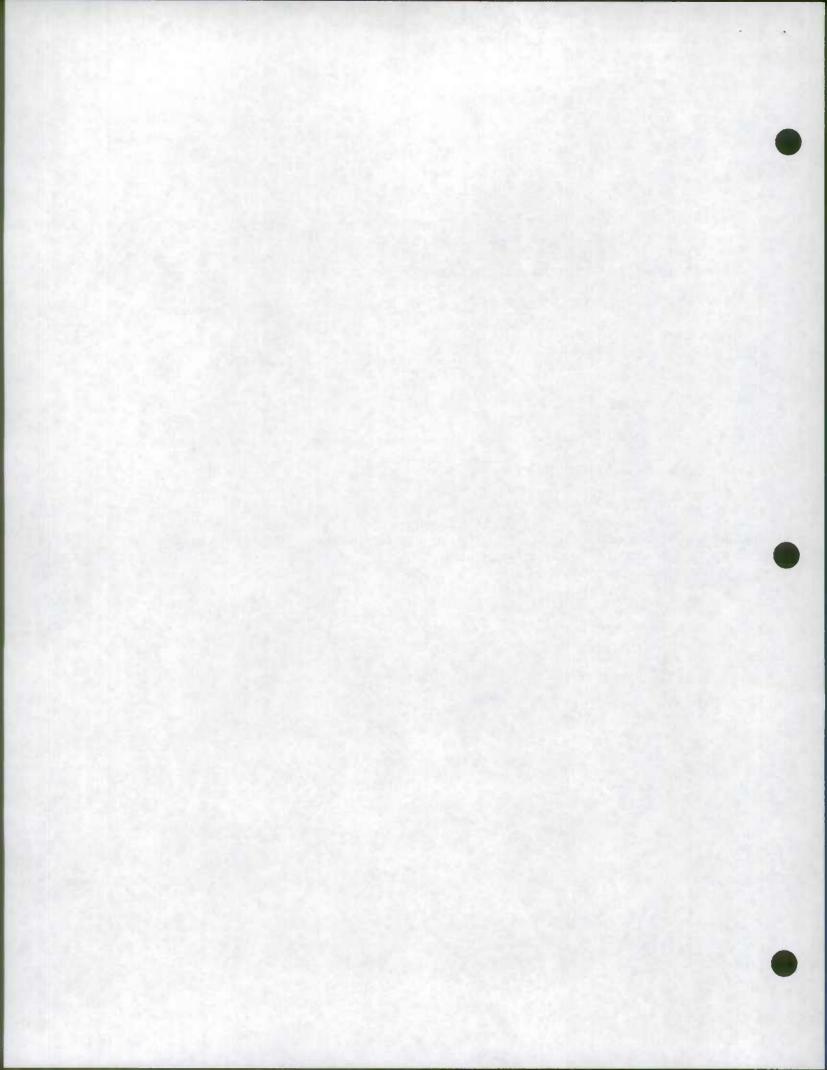
I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County/City aforesaid, personally appeared Parker F. Williams, State Highway Administrator and acknowledged the foregoing deed to be the act of the State Highway Administration and, at the same time, made oath in due form of law that he is fully authorized to execute and acknowledge the same.

AS WITNESS MY HAND AND NOTARIAL SEAL, this que day of ARY in the year 2007 Hame year 2002

Rotary Public

Seal!

My Commission Expires: 01/01/03



STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County aforesaid, personally appeared

Parris N. Glendening - Governor of Maryland

William Donald Schaefer - Comptroller of Maryland

Richard N. Dixon - 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.

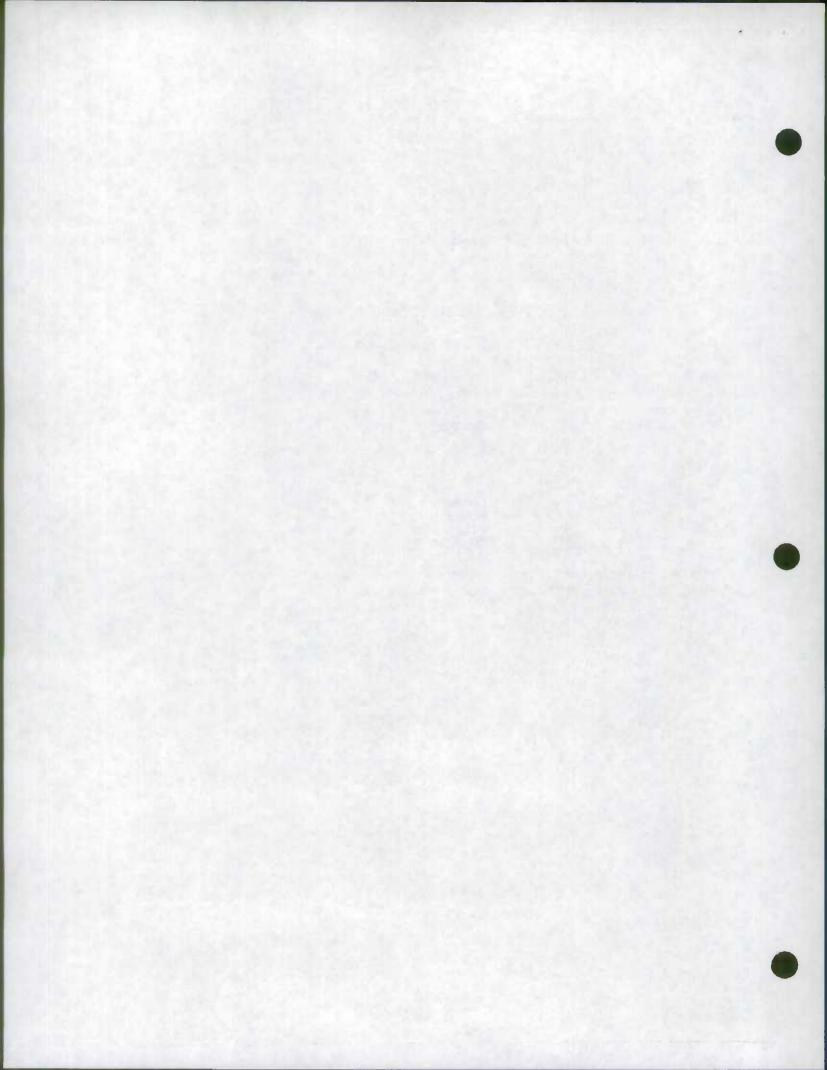
AS WITNESS MY HAND AND NOTARIAL SEAL, this 9th day of AUUATY in the year 2007.

Marun J Possciul Marion Boschert

My Commission Expires:

NOTARY PUBLIC Anna Arundel County, Maryland My Circonission Expires 12/01/03

I hereby certify that this instrument was prepared under my supervision, an attorney admitted to practice by the Court of Appeals of Maryland.



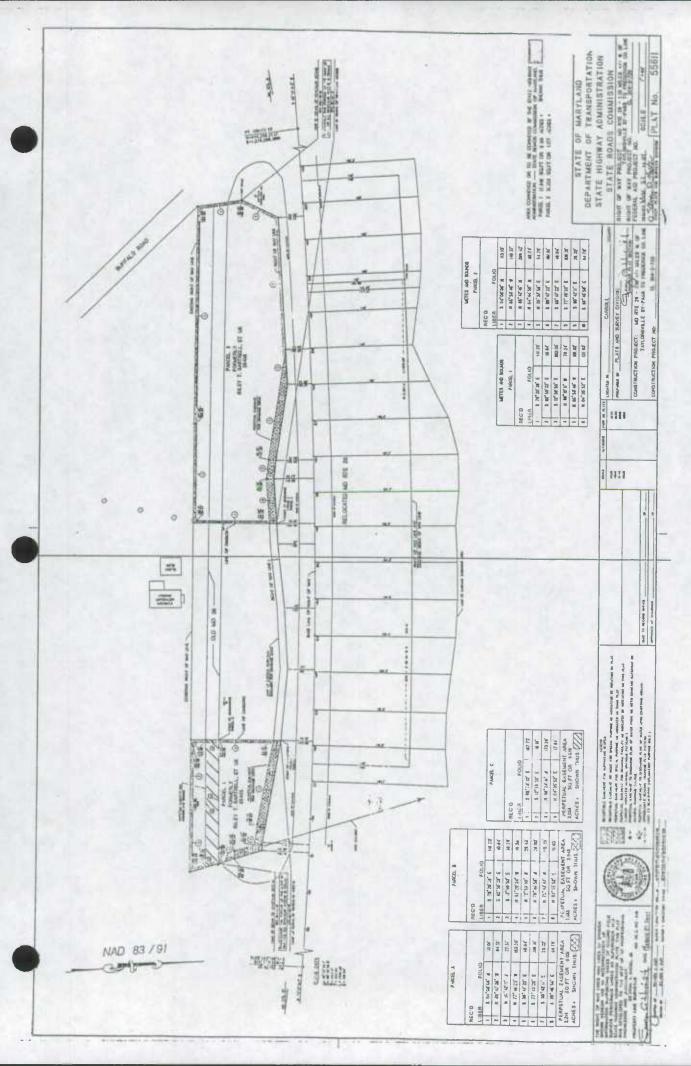
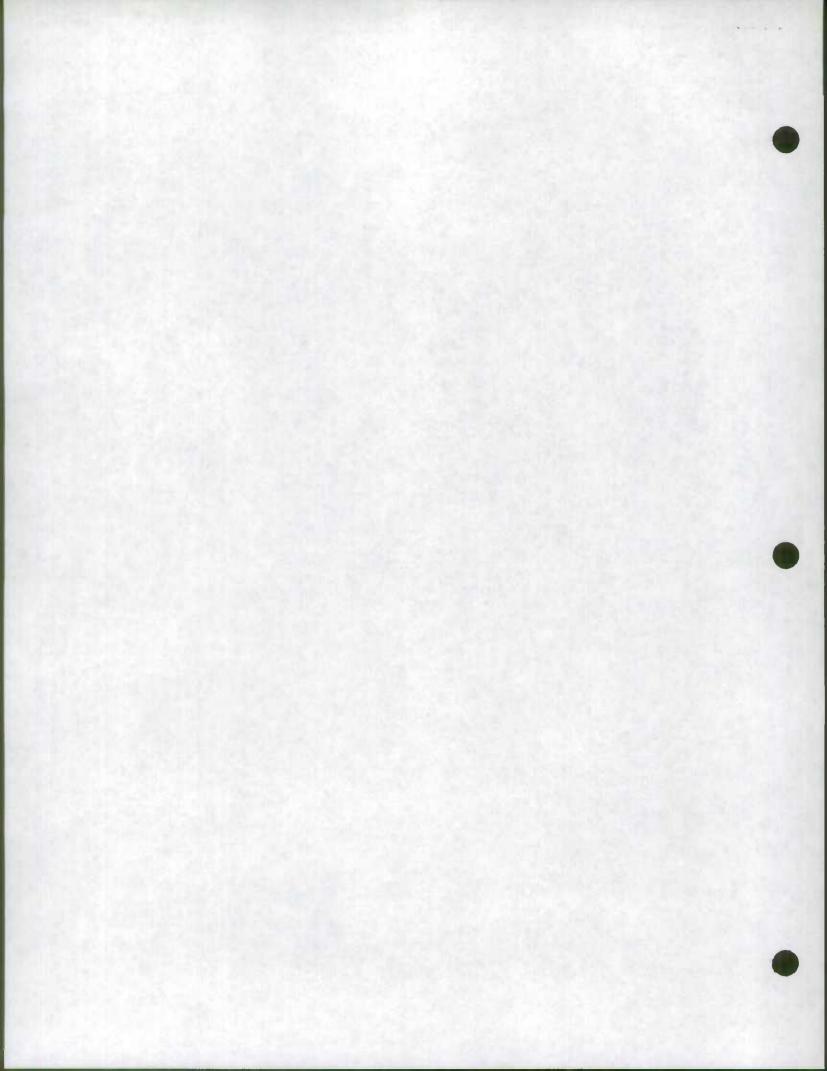


EXHIBIT NO. 1





Parris N. Glendening Governor John D. Porcari Secretary Parker F. Williams Administrator

MEMORANDUM

To:

File

SHA Memoranda of Action – Carroll County

From:

Kevin Powers, Manager, State and Local Roadway Systems

Highway Information Services Division

Date:

August 16, 2001

Subject: Maryland Route 850-D Deed Conveyance,

Right-Of-Way Item # 25405

Please refer to the August 14, 2001 memorandum from Stephen Clarke, Chief of Office of Real Estate - Utilities and Road Conveyance Section.

From reviewing the conveyance plat 55345, in conjunction with plats 16124, 16123, 16910 and 16911, the determination was made that the point of conveyance of this road begins 0.04 mile ± west of the intersection with Roop Road and continues westerly for a distance of 300 feet, or 0.06 mile ±.

This change will be reflected in HISD's 2001 improvement cycle.

(410) 545-5518 My telephone number is _



Parris N. Glendening Governor John D. Porcari Secretary Parker F. Williams Administrator

August 14, 2001

MEMORANDUM

TO:

Kevin Powers, Manager of the State and

Local Roadways Systems for the Database

Management Section

Highway Information Scrvices Division

FROM:

Stephen N. Clarke, Jr., Chief

Utility and Road Conveyance Section

RE:

MD Route 850-D

Located in Carroll and Frederick Counties on

the south side of Route 26 Relocated

RECEIVED

AUG 1.5 2001

HIGHWAY IMPOLIMATION

RECEIVED

AUG 15 7

HIGHWAY INFORMATION SERVICES DIVISION

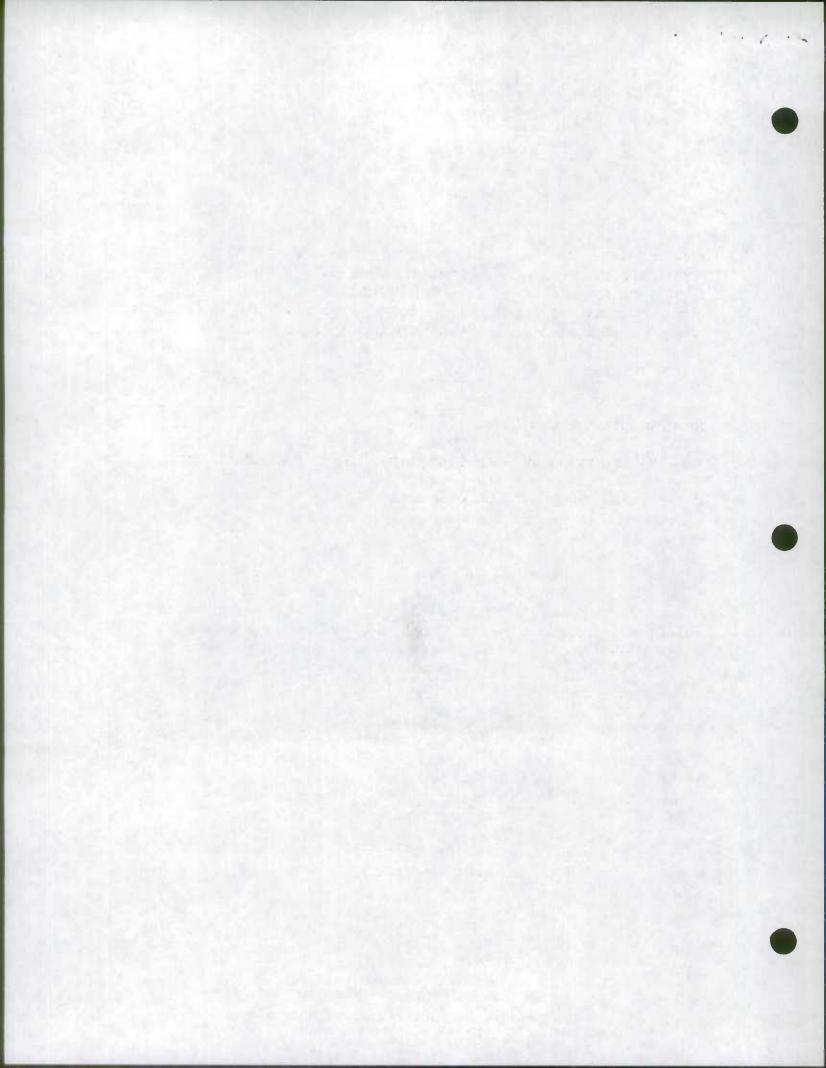
The purpose of this memorandum is to confirm our conversation of August 8, 2001, concerning the status of the above section of roadway.

First of all, it will not be necessary to transfer the subject road to Carroll County. The subject roadway consists of the portion of roadbed located between Buffalo Road at the Frederick County line running easterly to Roop Road and beyond to the road end for a total distance of approximately 0.29± miles. A portion of this road was sold and then conveyed to the Fairview Methodist Church as shown on conveyance plat number 55345. The conveyance deed dated May 17, 2000 was recorded in Liber 2554 and Folio 241 on June 13, 2000.

Second, the Property Management Section has plans to sell the remainder of the roadbed located on either side of the church portion to an adjacent owner or owners. They expect to accomplish this sale within the next four (4) to six (6) months. Once the road is gone there will be no need for a transfer in the area from Buffalo to Roop Road. There may be a small portion of MD 850-D leftover from Roop Road to the road end as shown on plat no. 16910.

The portion conveyed to the church is approximately three hundred feet $(300^{\circ}) \pm long$ and is located on the south side of relocated MD Route 26.

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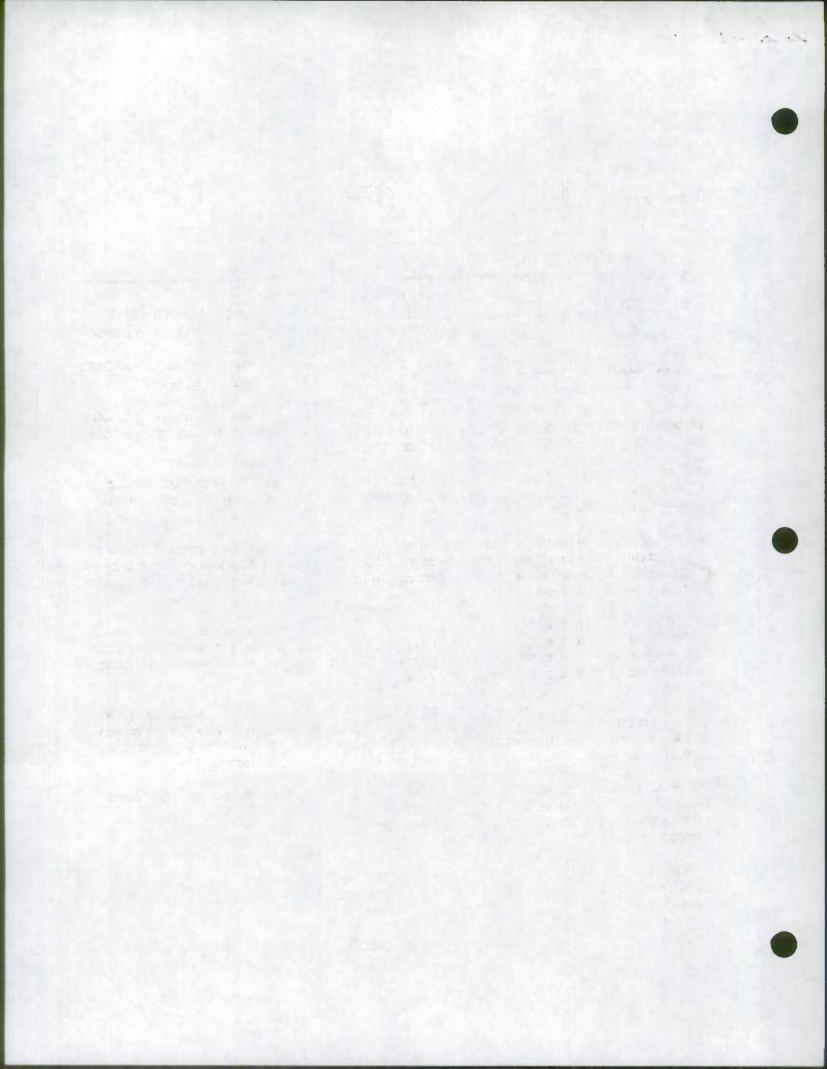
For purposes of information and survey the distance from Buffalo Road to the western edge of the church property is approximately five hundred and fifty feet (550') ±. This distance runs from station number 101+01.53 at Buffalo Road at Route 26 to station number 95+50 at the approximate edge of the church property. We have included copies of all relevant right of way and conveyance plats to help you establish these reference points.

After the Carroll County portions of 850-D are sold, there will be a remainder of the roadbed located in Frederick County running from Buffalo Road westerly to the road end for a total distance of 0.11± miles.

We may want to try to get Frederick County to take this portion of road in the future.

If additional information is needed, please contact our office.

SNC:seb cc: Jim Franklin Dwayne Kershner



RECEIVE

JAN 80 2001

SHA 63.00-26D 3/1/90
Mailing Address:
Records and Research Section
707 North Calvert Street
Baltimore, Maryland 21202

HIGHWAY INFORMATION SERVICES DIVISION DEED

FROM THE STATE HIGHWAY
ADMINISTRATION OF THE DEPARTMENT
OF TRANSPORTATION AND THE BOARD
OF PUBLIC WORKS OF MARYLAND

		1

Right of Way Item No.:

25405

THIS DEED, made this 17 TH day of MAY in the year 2000, from 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 collectively called the "GRANTORS"; unto FAIRVIEW UNITED METHODIST CHURCH, 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 property and rights, situate, lying and being in Carroll County, State of Maryland; and

WHEREAS, the State Highway Administration has constructed, or is about to construct a certain State Highway and/or Bridge known and designated as MD 26 - $1.10 \pm miles$ west of Taylorsville By-pass to Frederick Co. Line; and

WHEREAS, the State Highway Administration has prepared, or caused to be prepared a Right of Way Plat designated as State Highway Administration Plat numbered **55345** which Plat has been recorded or is intended to be recorded among the Land Records of the aforesaid County in the appropriate Plat Book; and

WHEREAS, the said Plat shows the land, easements, rights and controls of access which have been determined by the State Highway Administration as necessary to be retained by the State for the construction, operation, maintenance, use and protection of the highway and/or bridge constructed, or to be constructed, as aforesaid; and

WHEREAS, the State Highway Administration has agreed, for good and valuable consideration to convey unto the GRANTEE herein certain land, hereinatter described, which the State Highway Administration 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 8-309 of the Transportation Article of the Annotated Code of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land 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 Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and quit claim unto **FAIRVIEW UNITED METHODIST CHURCH**, its successors and assigns, all right, title and interest of the State Highway Administration and the State of Maryland, in and to all of

that piece or parcel of land situate, lying and being in Carroll County, State of Maryland, containing 0.841 of an acre of land, more or less, and shown border shaded thus on State Highway Administration Plat numbered **55345**, a reduced copy of which is attached hereto and incorporated herein as Exhibit No. 1.

IT BEING a part of the same property conveyed by a Deed dated 1/21/57 and recorded among the Land Records of Carroll County, Maryland, in Liber No. 272, folio 33, from Fairview Methodist Church unto the State of Maryland to the use of the State Roads Commission of Maryland.

RESERVING, HOWEVER, UNTO THE STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY ADMINISTRATION, its successors and assigns forever, all of the following described land, easements, rights, privileges and controls.

ALL THE LAND AND PREMISES, together with the appurtenances thereto belonging or in anywise appertaining, shown and/or indicated on the hereinbefore mentioned Plat all of which Plat except for the herein conveyed 0.841 of an acre of land, more or less. Said Plat is made a part hereof and is duly recorded, or intended to be recorded, among the Land Records of the aforesaid County.

ALSO RESERVING the perpetual right to create, use and maintain on that certain area of the land, containing 0.068 of an acre of land, more or less, shown cross-hatched thus on the above designated Plat 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 Highway Administration 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.

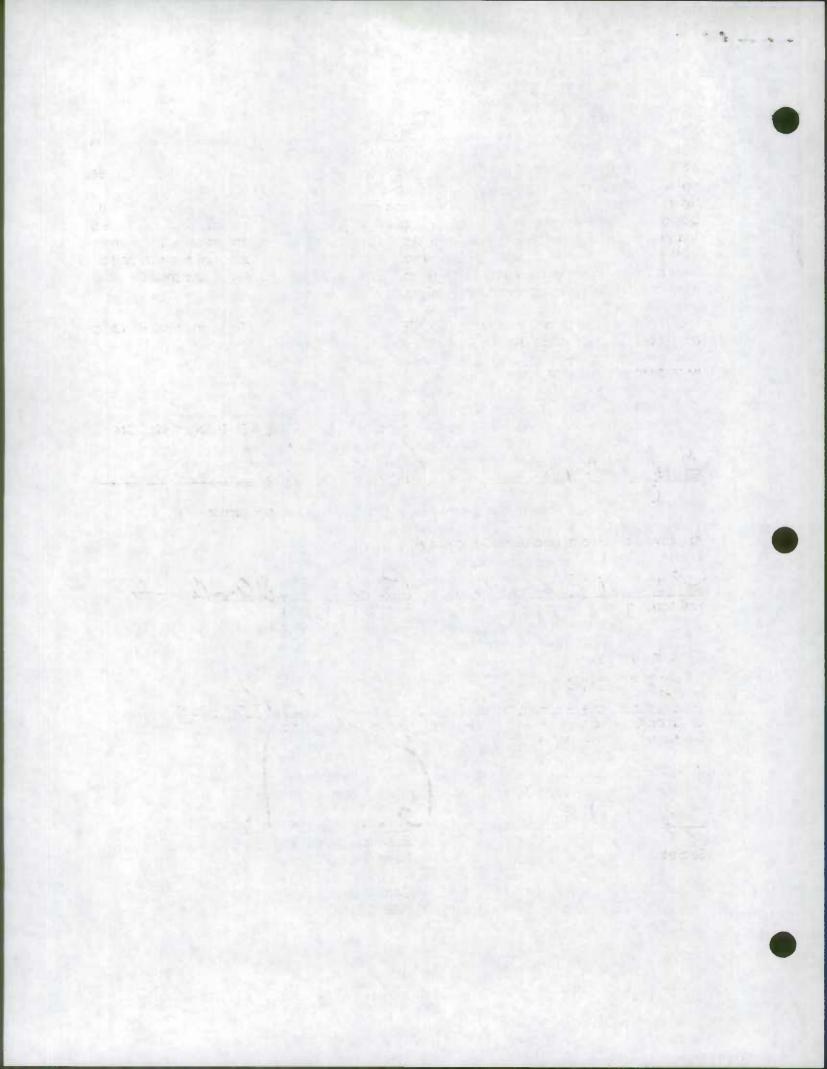
SUBJECT TO and excepting from the operation and effect of this deed any and all rights and reservations that may have been granted or reserved by former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by 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 herein 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 **FAIRVIEW UNITED METHODIST CHURCH**, its successors and assigns.

SUBJECT, HOWEVER, TO EACH AND EVERY RESERVATION, RESTRICTION, CONDITION, COVENANT AND CONTROL SET FORTH 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 the rights and privileges retained by the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, 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 and shall be binding upon the GRANTEE, its successors and assigns, forever.

The actual consideration paid by the GRANTEE unto GRANTORS is Two Thousand Nine Hundred Ninety and 00/100 Dollars (\$2,990.00).

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto:

WITNESS:

STATE HIGHWAY DMINISTRATION OF THE MARYLAND DE RTIMENT OF TRANSPORTATION

Parker F. Williams

Parris N. Glendening Governor of Maryland

State Highway Administrator

Carri N. Slenstean

(Seal)

Approved as to Form and Legal Sufficiency

Assistant Afforney General

Deny Feiteler

Concurred in by:

Christian C. Larson

Director, Office of Real Estate

WITNESS:

Secretary

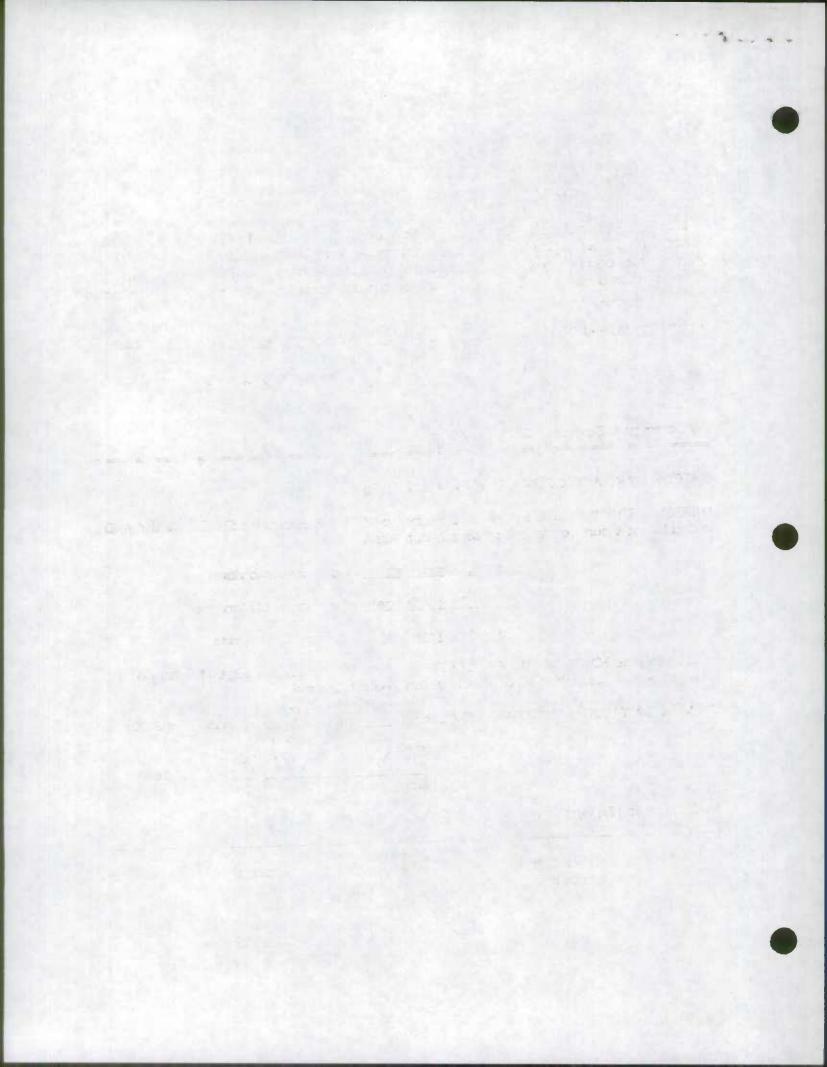
Willam Donald Schaele

apptroller of Marylan

Richard N. Dixon

Treasurer of Maryland

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND



3/1/90

SHA 63.00-26D

(D)

STATE OF MARYLAND - COUNTY/CITY OF BALTIMORE, TO Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County/City aforesaid, personally appeared Parker F. Williams, 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.

AS WINESS MY HAND AN	D NOTARIAL SEAL, this 12th day of April in the year 2000.
	Notary Public (Seal)
My Commission Expires:	01/01/03

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO Wit:

I HEREBY CERTIFY that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County aforesaid, personally appeared

Parris N. Glendening - Governor of Maryland

William Donald Schaeter - Comptroller of Maryland

Richard N. Dixon - 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.

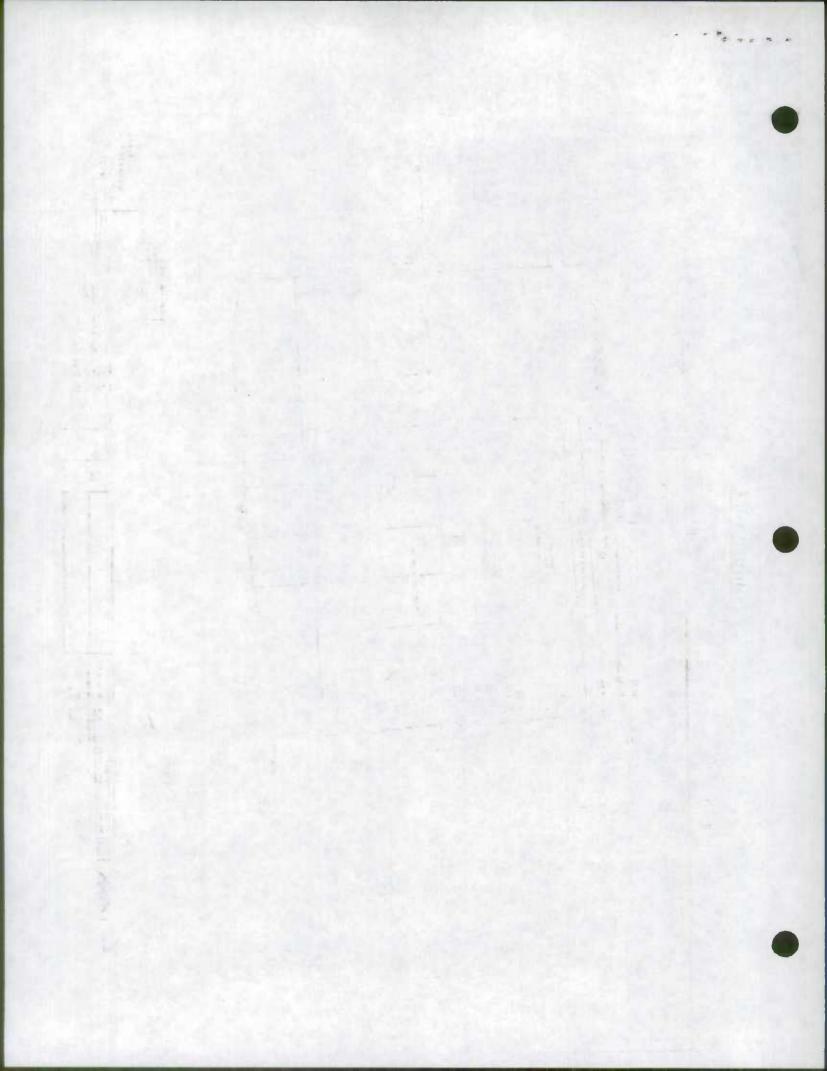
AS WITNESS MY HAND AND NOTARIAL SEAL, this 17 day of Word in the year 2000

Notary Public Sea

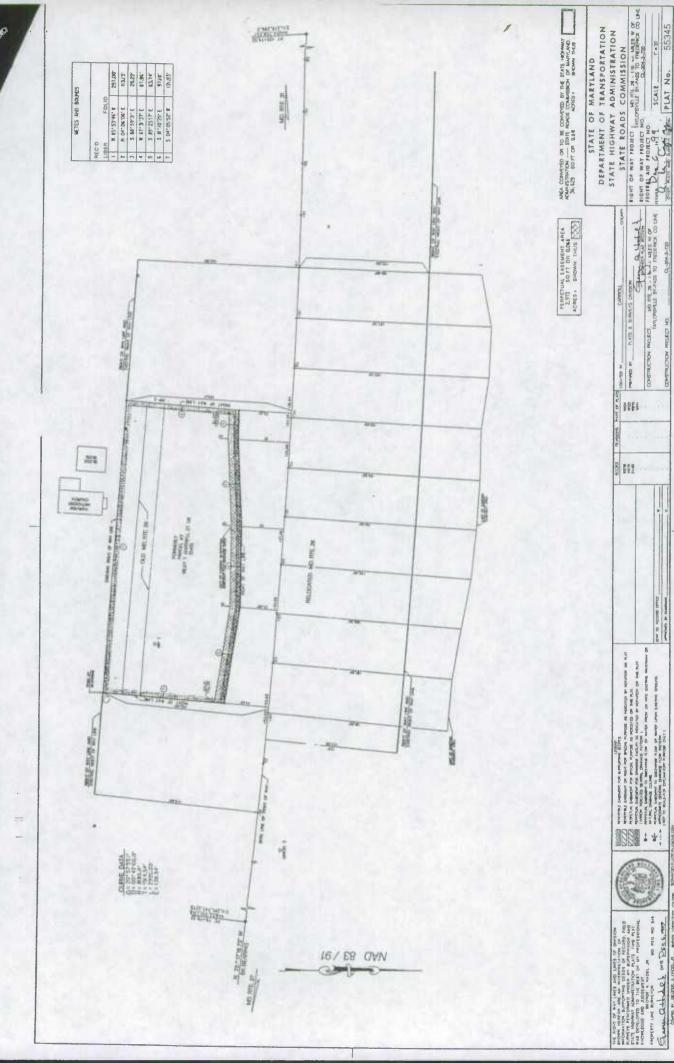
My Commission Expires: (2-), (03)

I hereby certify that this instrument was prepared under my supervision, an attorney admitted to practice by the Court of Appeals of Maryland.

Assistant Attorney General



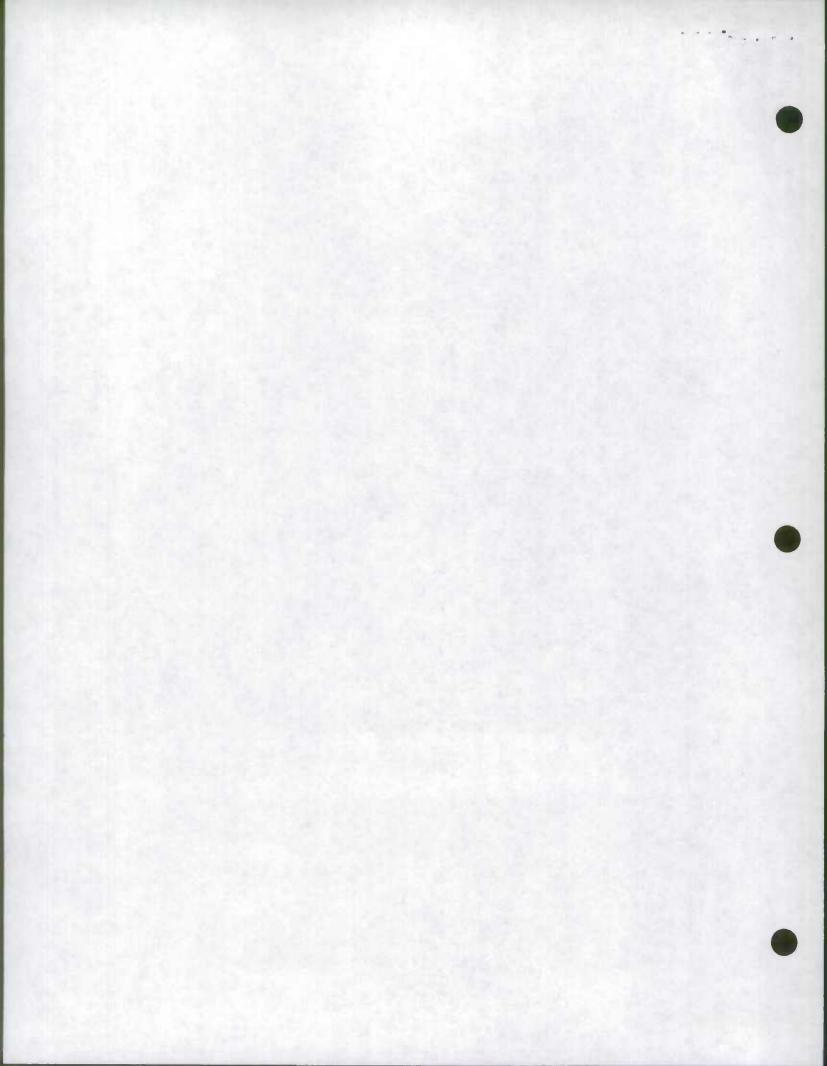




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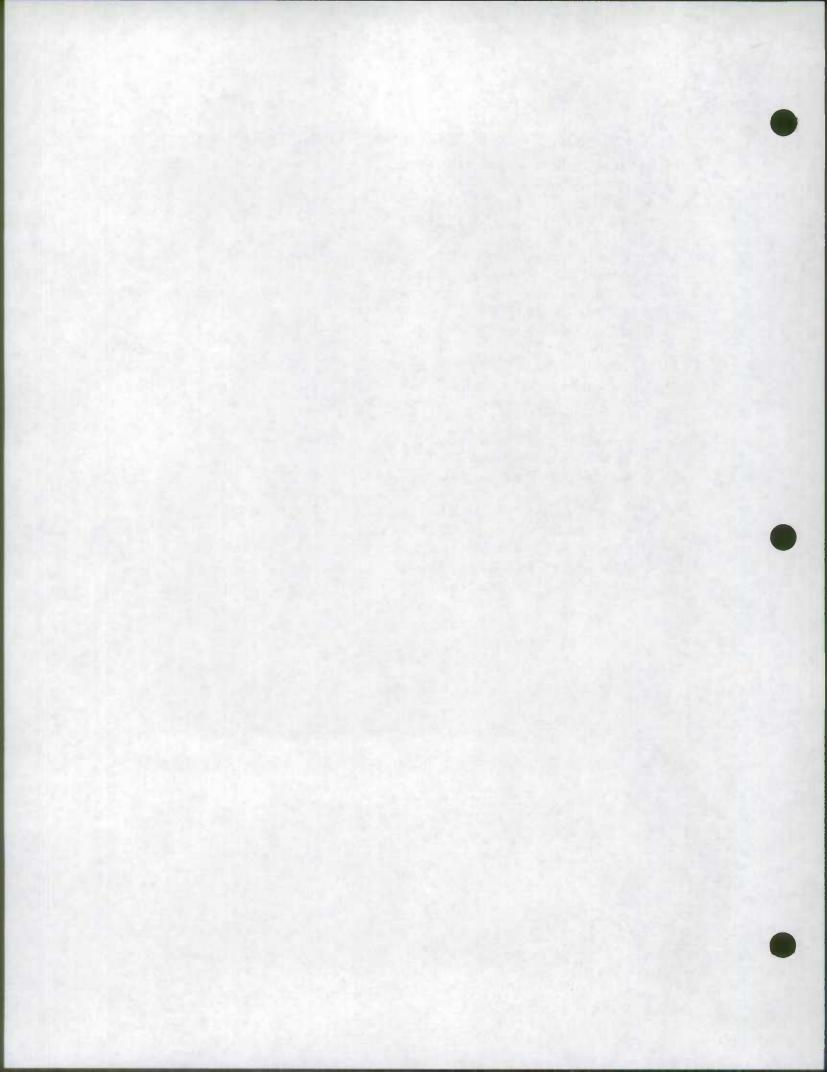
CONSTRUCTION PROJECT NO

Charles Carlo Con December 1 1000 March 1000



MD 32 ROAD TRANSFERS IN WESTMINSTER

- 1) MD 32 from city limits to Longwell Avenue
 - a) Agreement #A-478 10/29/87
 - b) Accepted for Maintenance July 31, 1995
 - c) Final Inspection December 13, 2001.
- 2) MD 32 from Longwell Avenue to John Street and Bond Street
 - a) Agreement #A-275 March 26, 1979
 - b) Road Transfer memo stating contract was complete and road section was transferred March 17, 1981.
 - c) Deed Conveyance July 1, 1981.
- 3) MD 32 from Bond Street to Pennsylvania Avenue (Formerly MD 526).
 - a) Agreement #A-444 September 10 (?), 1986.
 - b) Acceptance for Maintenance December 28, 1990.
- 4) MD 32 from Pennsylvania Avenue to MD 31, New Windsor Road
 - a) Agreement #A-478 10/29/87.
 - b) Final Inspection December 13, 2001.
- 5) MD 32 from MD 31, New Windsor Road to MD 140.
 - a) Transfer Agreement November 20, 1986.
 - b) Memorandum of Action November 24, 1986.
 - c) Conveyance Deed January 31, 1990.
 - d) Note portions of this roadway are now scarified (04/04/2002).





Parris N. Glendening Governor John D. Porcari Secretary Parker F. Williams Administrator

RECEIVED

21 20011

Mar NYAY INFORMATION

CHAVICES DIVISION

December 13, 2001

MEMORANDUM

To:

Mr. Stephen Clarke Office of Real Estate

Utility and Road Conveyance

Attn:

Robert Pontier

From:

Robert L. Fisher, District Engineer

District #7

Subject:

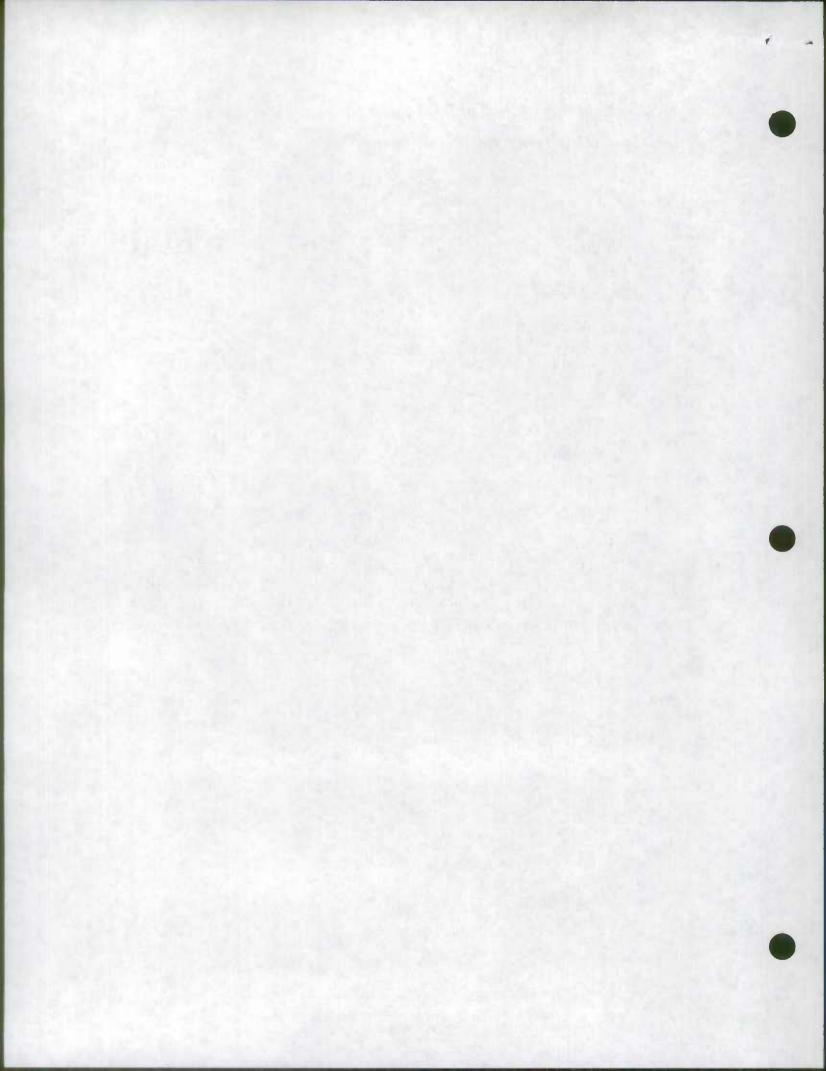
Project: MD 32 from Longwell Street to Westminster City Limits

This project is now complete. The final inspection has been held and the City of Westminster's representatives have found the project acceptable. All work is finished and our records are closed. Under the terms of agreement with the City of Westminster, the roadway is to be conveyed to the City. We request that you proceed with the formal conveyance as noted above.

RLF:RHT/sd

cc: Dave Smith

My telephone number is _____





Parris N. Glendening Governor John D. Porcari Secretary Parker F. Williams

December 13, 2001

MEMORANDUM

To:

Mr. Stephen Clarke

Office of Real Estate

Utility and Road Conveyance

Attn:

Robert Pontier

From:

Robert L. Fisher, District Engineer

District #7

Subject:

Project: MD 32 from Pennsylvania Avenue to MD 31

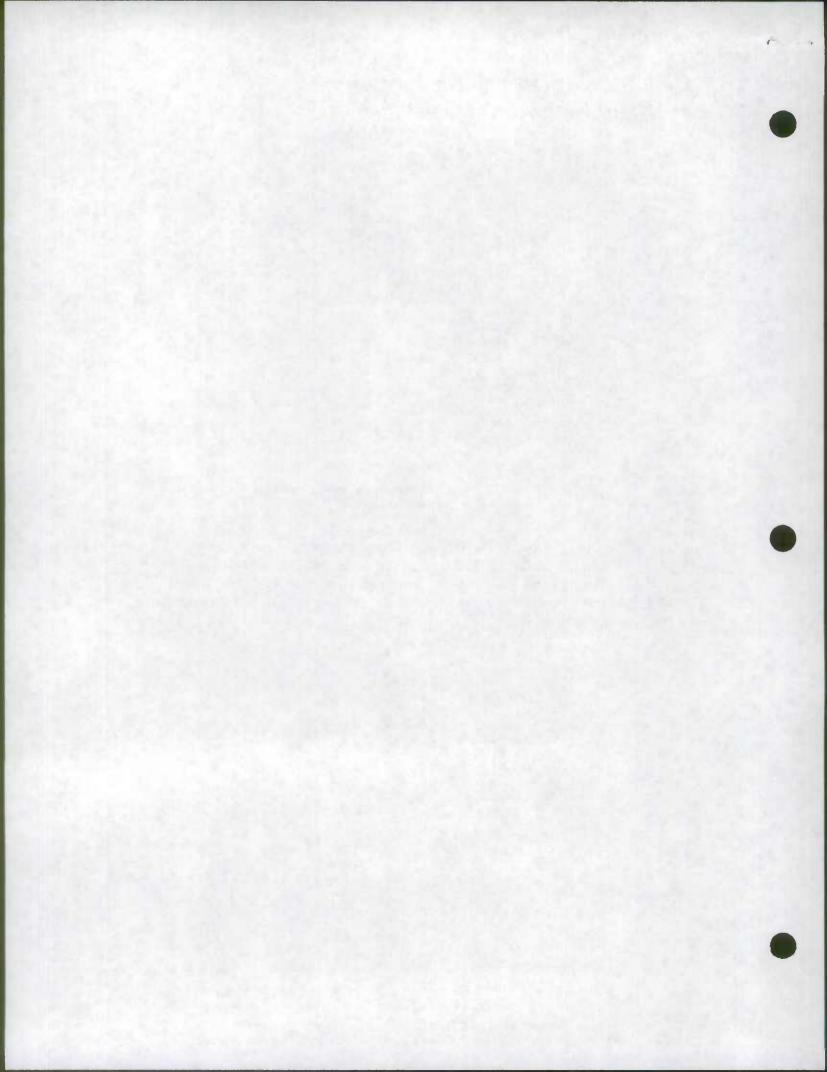
This project is now complete. The final inspection has been held and the City of Westminster's representatives have found the project acceptable. All work is finished and our records are closed. Under the terms of agreement with the City of Westminster, the roadway is to be conveyed to the City. We request that you proceed with the formal conveyance as noted above.

RLF:RHT/sd

cc: Dave Smith

My telephone number is _____

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





Parris N. Glendening Governor John D. Porcari Secretary

Parker F. Williams
Administrator

MEMORANDUM

To:

File

SHA Memoranda of Action - Carroll County

From:

Kevin Powers, Manager, State and Local Roadway Systems

Highway Information Services Division

Date:

June 4, 2001

Subject: Transfer of Maryland Routes 850-F & 850-G, and Structure #06058.

These transfers are contingent upon the conveyance of deeds for Maryland Route 850-F, Emerald Lane, and Maryland Route 850-G (No Name) to Carroll County.

As this has not yet occurred (to the best of our knowledge), the transfer of these roads is on hold.

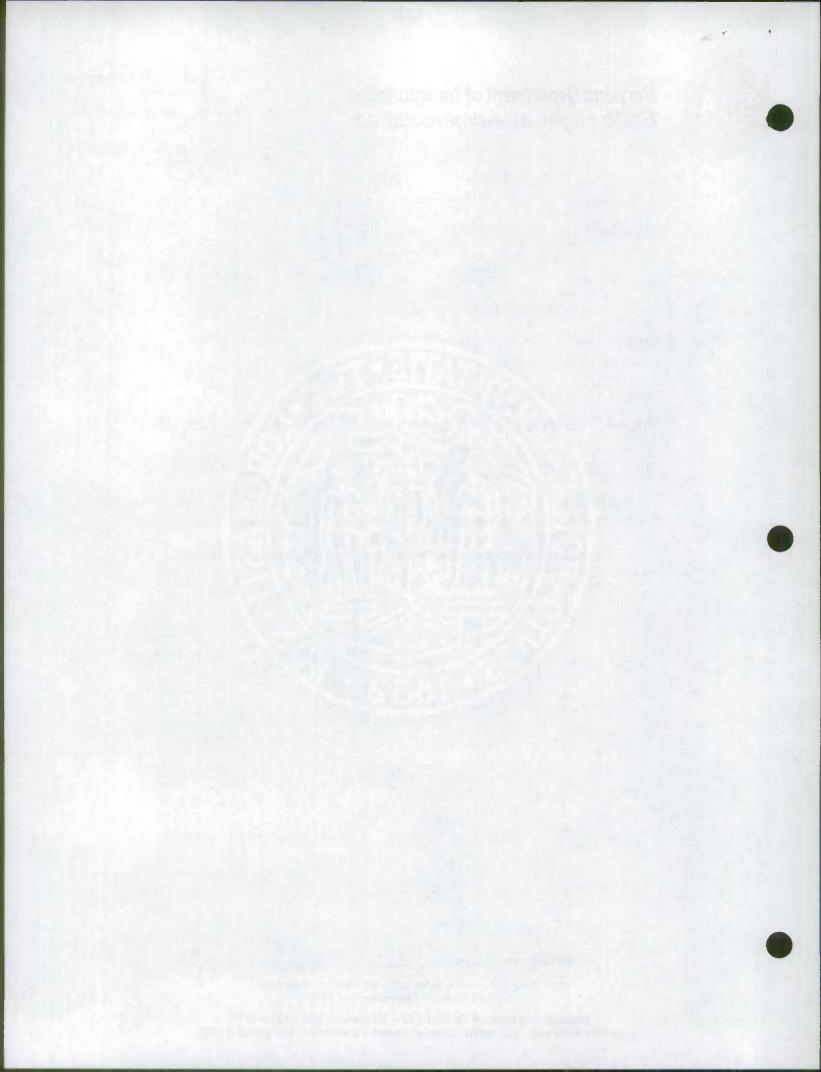
See MOA 12/2/02

My telephone number is _

(410) 545-5518

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





Parris N. Glendening Governor John D. Porcari Secretary

Parker F. Williams Administrator

MEMORANDUM OF ACTION OF NEIL J. PEDERSEN
DEPUTY ADMINISTRATOR/CHIEF ENGINEER FOR PLANNING
AND ENGINEERING

3/26/01

March 20, 2001

Neil J. Pedersen, Deputy Administrator/Chief Engineer for Planning and Engineering, executed a road transfer agreement dated November 30, 2000, between the State Highway Administration and the Board of County Commissioners for Carroll County 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 to the County shall be upon the delivery of a road conveyance deed for the roadways to the County.

State Highway Administration to The Board of County Commissioners for Carroll County:

- A. Structure #06058 Bridge over Little Pipe Creek on CO 229 Ladiesburg Road at M.P. 1.16
- MD Route 850F (Emerald Lane) From SHA M.P. 0.00 (MD Rte. 26, Liberty Road) to SHA M.P. 0.63 (Road End), a total distance of 0.63+ miles
- MD Route 850G (No Name) From SHA M.P. 0.00 (Road End) to SHA M.P. 0.96 (Road End), a total distance of 0.96+ miles

Total mileage to Carroll County - 1.59+ miles

Item No.: 87808

Said agreement has previously been executed by the appropriate officials of the S.H.A. and The Board of County Commissioners for Carroll County and approved to form and legal sufficiency by Special Counsel, Peyton Paul Phillips.

RECEIVE

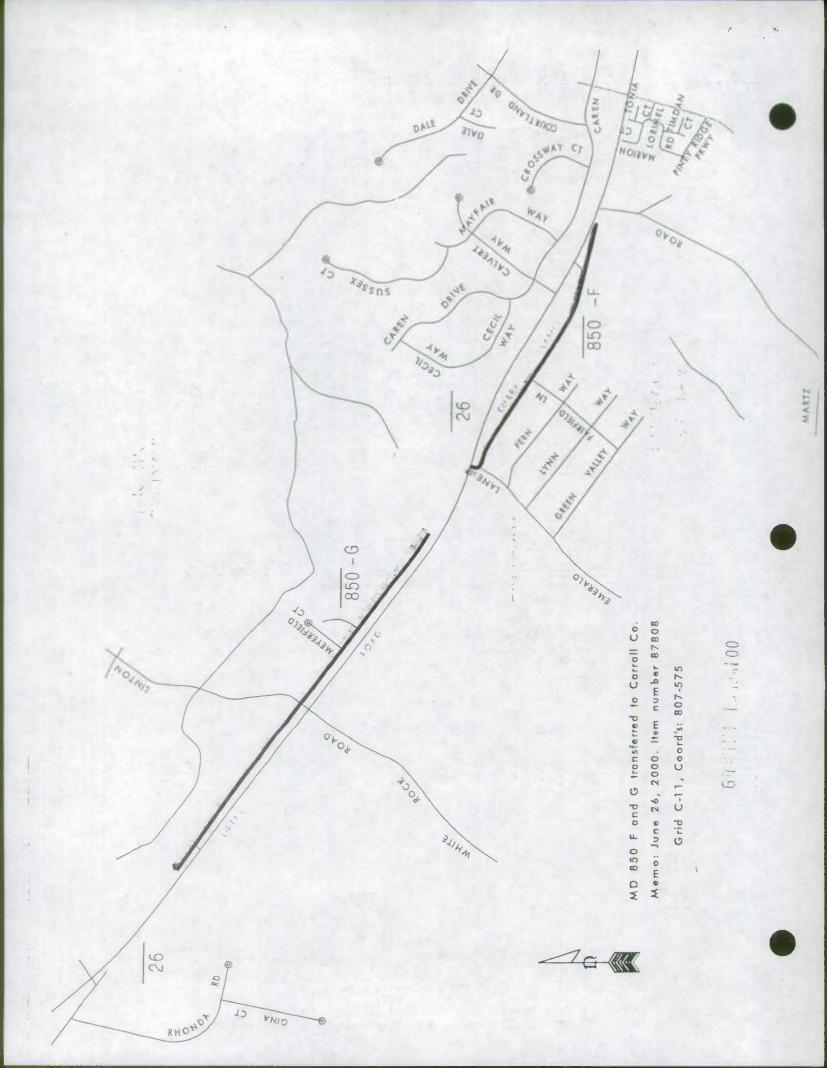
SNC:seb

APR 3 2001

HIGHWAY INFORMATION SERVICES DIVISION

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



S.H.A.

Mr. S. Ade Mr. A. Lijewski Mr. M. Baxter Mr. K. McClelland Mr. W.E. Brauer, III Mr. J. Miller Mr. M. Lenhart Mr. K. Powers Ms. Rose Davis Mr. D. Rose Mr. Steve Foster Mr. K.G. Shelton Mr. D. Simmons Mr. D. Ward Mr. R. D. Douglass Ms. C. Simpson Mr. D. Weddle Mr. D. German Mr. P.F. Williams Mr. G. Hadel Mr. T. Hicks Mr. M. Shah Mr. Ed Schmidbauer Ms. E. Homer Mr. R Harrison Mr. Frank Knapp Mr. W. Kowalsky Mr. Robert Fisher Mr. E.S. Freedman Mr. Dave Smith

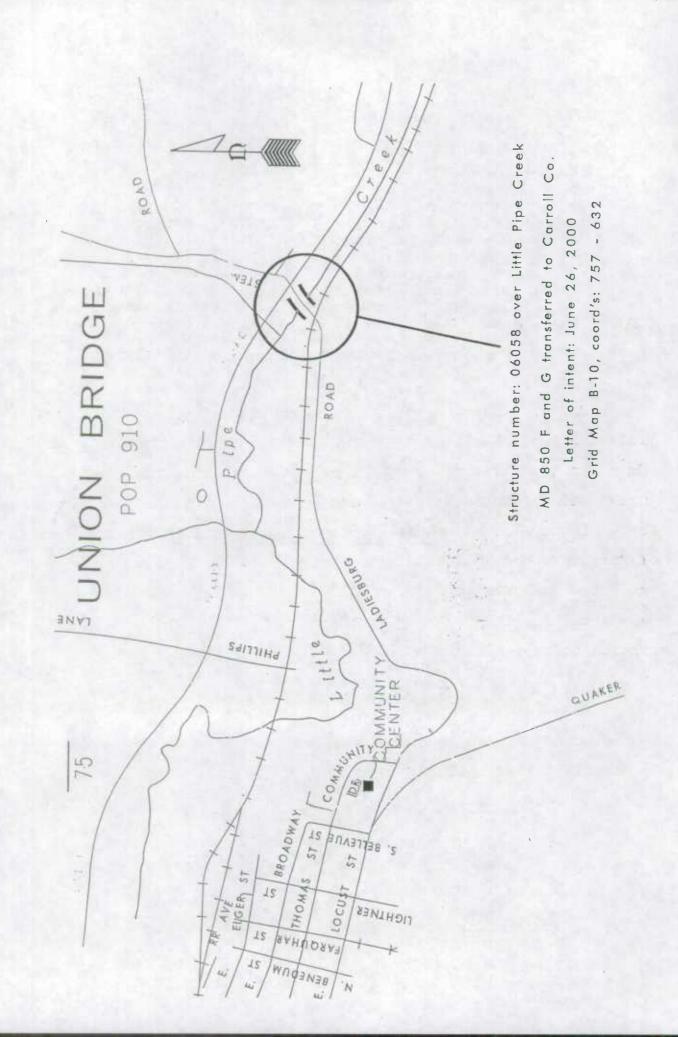
THE COUNTY COMMISSIONERS FOR CARROLL COUNTY

Julia W. George, President

Donald I. Dell, Vice President

Robin B. Frazier, Secretary

Douglas Meyers, Director Department of Public Works for Carroll County

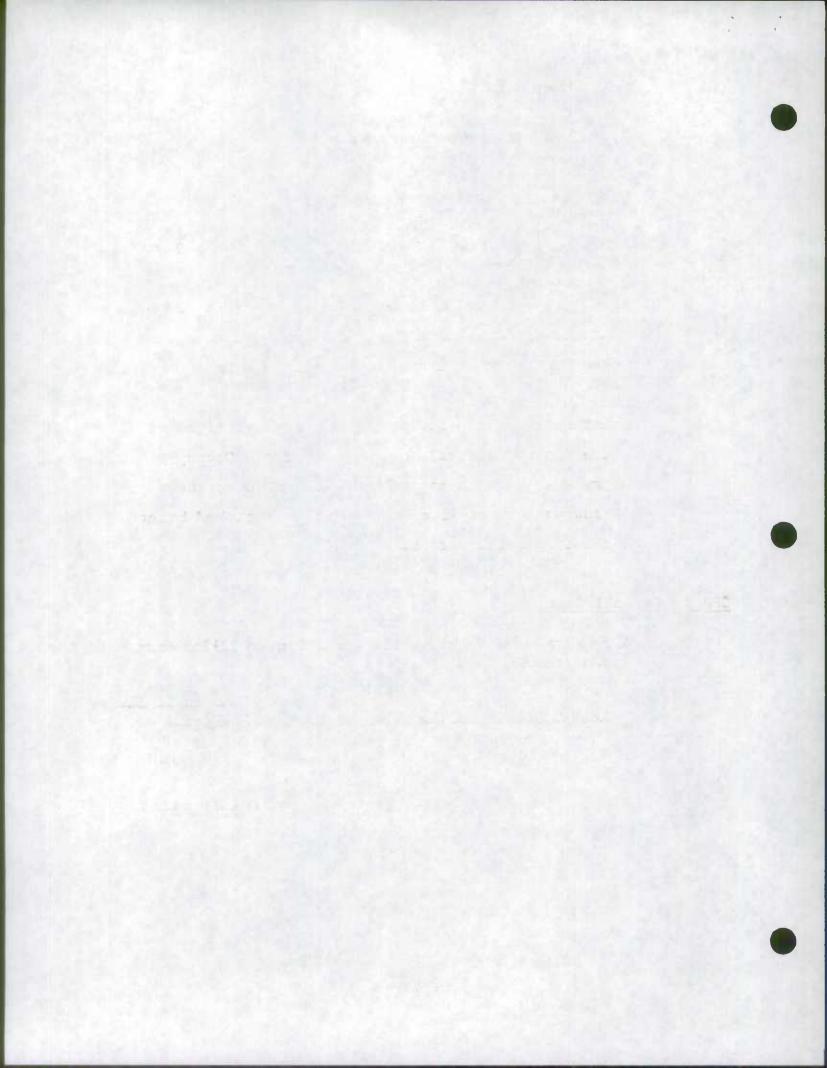


ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 30 day of NOVEMBER, 2000, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as the "Highway Administration", party of the first part, and the Board of County Commissioners for Carroll County, a body Corporate and Politic of the State of 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 to, jurisdiction over and responsibility for the maintenance of any State highway, or portion thereof, to the political subdivisions of Maryland, and the political subdivisions of Maryland are empowered to agree to accept title to, jurisdiction over and responsibility for the maintenance of said State highway, or portion thereof, from the Highway Administration.

WHEREAS, the Highway Administration has agreed to transfer to the 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.



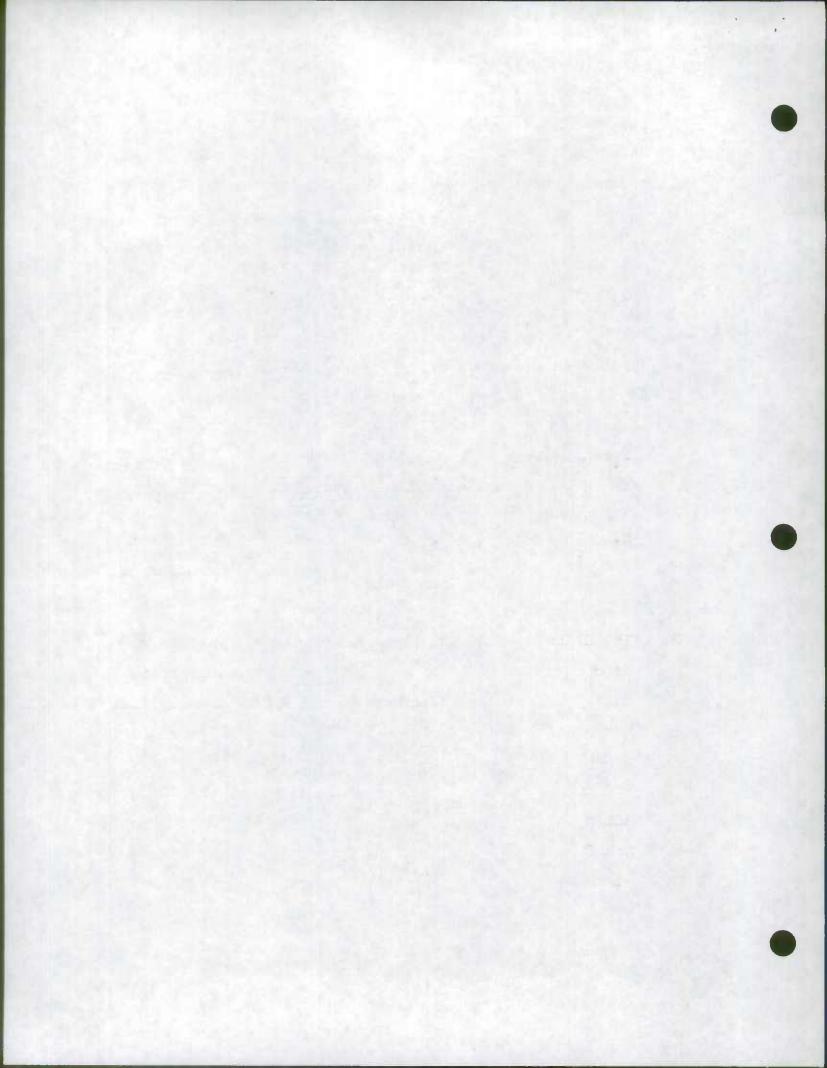
NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of One Dollar (\$1.00) payable by each party unto the other, the receipt and adequacy of which is hereby acknowledged by the parties hereto, and in further consideration of the conditions hereby set forth, the parties hereto agree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

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

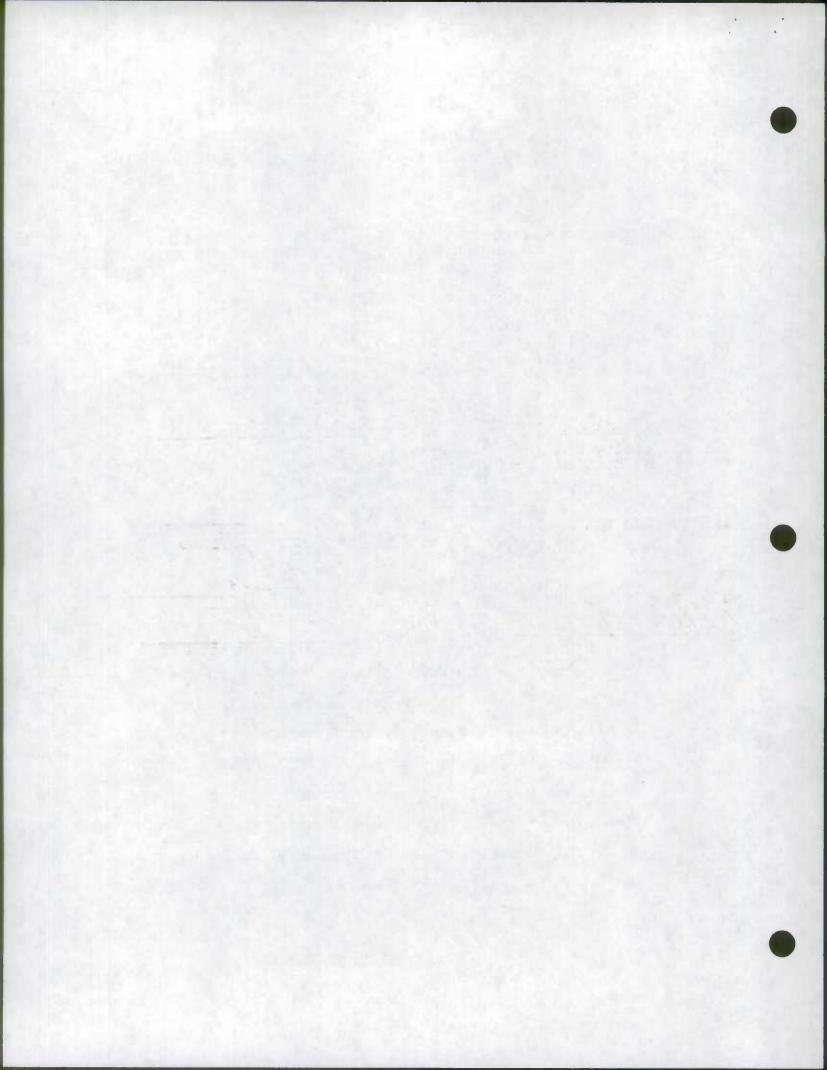
SHA to Carroll County:

- A. Structure #06058 Bridge over Little Pipe Creek, on Co. 229 Ladiesburg Road at SHA M.P. 1.16
- B. MD Route 850F (Emerald Lane) From SHA M.P. 0.00 (MD Rte. 26, Liberty Road) to SHA M.P. 0.63 (Road End), a total distance of 0.63± miles.
- C. MD Route 850G (No Name) From SHA M.P. 0.00 (Road End) to SHA M.P. 0.96 (Road End), a total distance of 0.96± miles.

Total Mileage to the County = $1.59\pm$ miles Item No. 87808



- 2. Conveyance of the Roadways is subject to the following conditions:
 - A. The effective date of transfer of the Roadways to the County shall be upon the delivery of a road conveyance deed for the Roadways to the County.
 - B. The Roadway mileage will be included in the County's inventory as of December 1st of the year referred to in Item A above.
 - C. The basis for the allocation of funds to the County will include the Roadway mileage (i.e, the additional 1.59+ miles beginning July 1st of the year following the date as set forth in Item B above).
 - D. The transfer of the Roadways to the County is made on an "as-is" basis, including the existing right of way, the existing condition of the roadways and all appurtenances and bridge structures.
 - E. The County hereby agrees to accept jurisdiction over and responsibility for the maintenance of Roadways as of the effective date of transfer as set forth in Item A above.
- 3. The Highway Administration will hereafter prepare a deed conveying the Roadways to the County subject to the approval of the Board of Public Works of Maryland. A copy of the deed, plats, and Agreement will be presented to the party of the second part for review and acceptance with the understanding that the Highway Administration will execute and record the deed unless notified to the contrary by the party of the second part within thirty (30) days of 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.

RECOMMENDED FOR APPROVAL

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Troug Howard

By:

Nul & Pedeur

Deputy Administrator/Chief Engineer For Planning and Engineering

Approved as to form and legal sufficiency this 1814 day of

h

Special Counsel

Chief, Utility and Roa

Conveyance Section

RECOMMENDED FOR APPROVAL

WITNESS: Pleese

THE BOARD OF COUNTY COMMISSIONERS FOR CARROLL COUNTY, MARYLAND

Julia W. Gouge, President

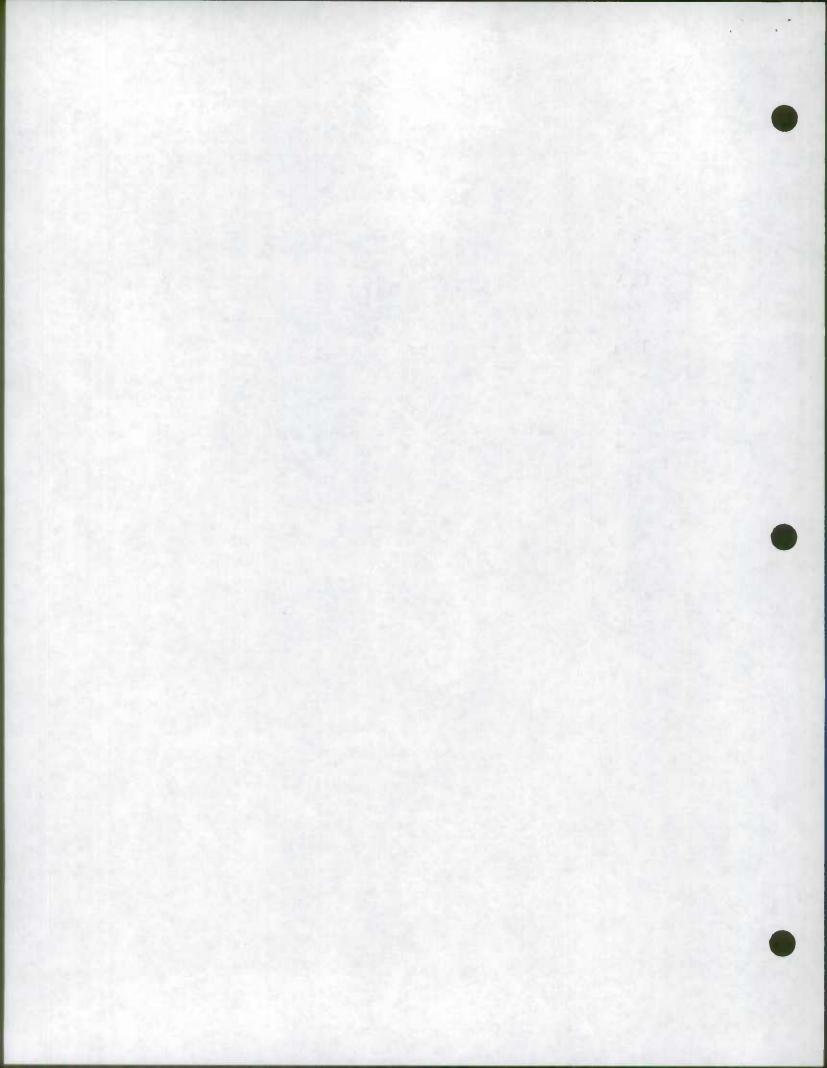
Donald I. Dell, Vice President

Robin B. Frazier, Secretary

Approval as to form and legal sufficiency this 22 day of Movember, 2000

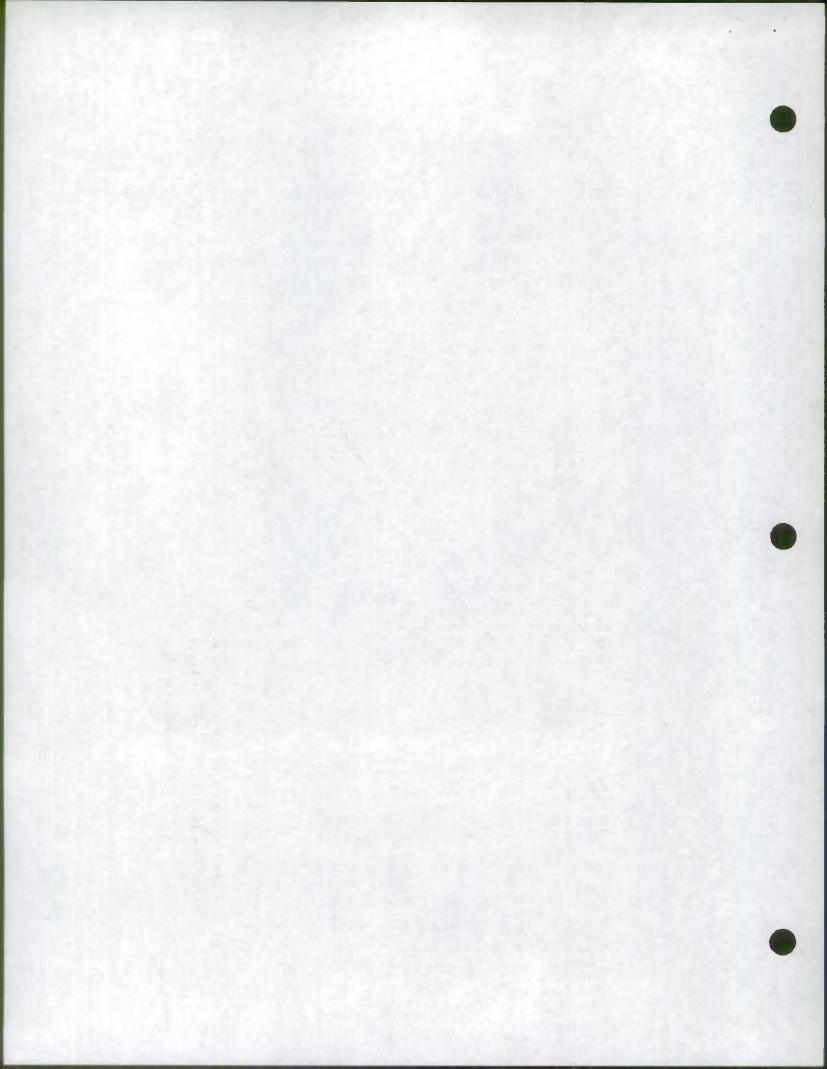
County Attorney

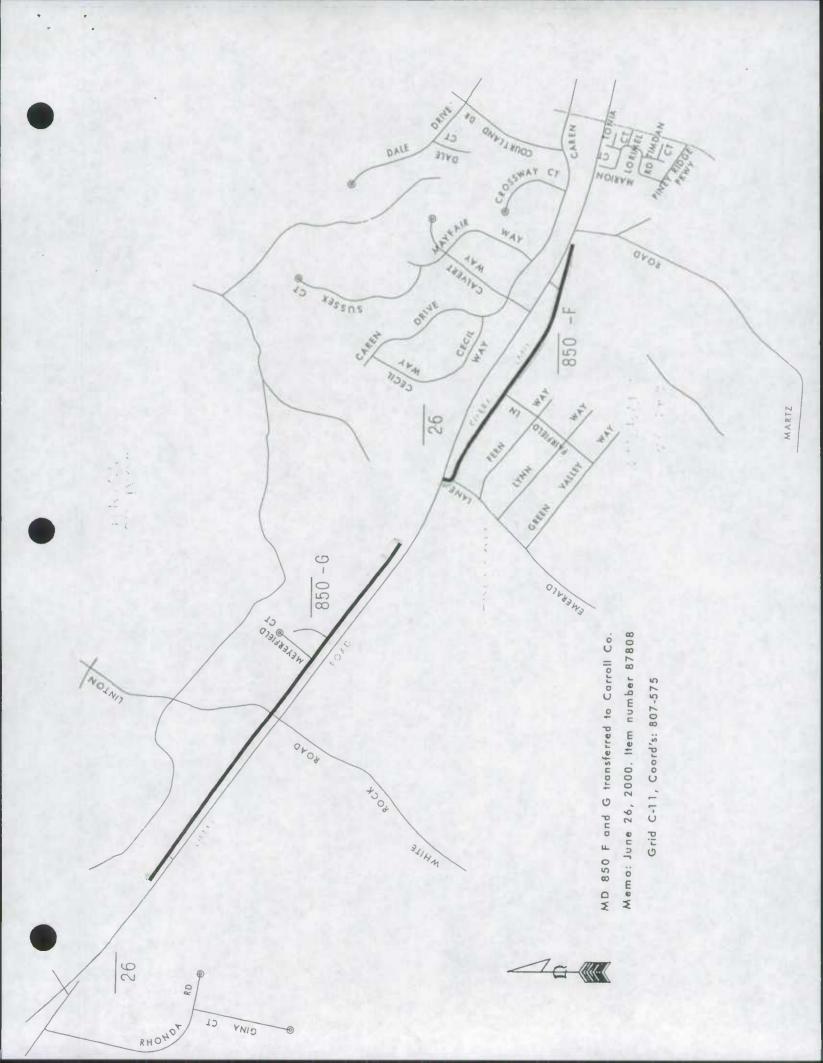
Director, Department of Public Works for Carroll County

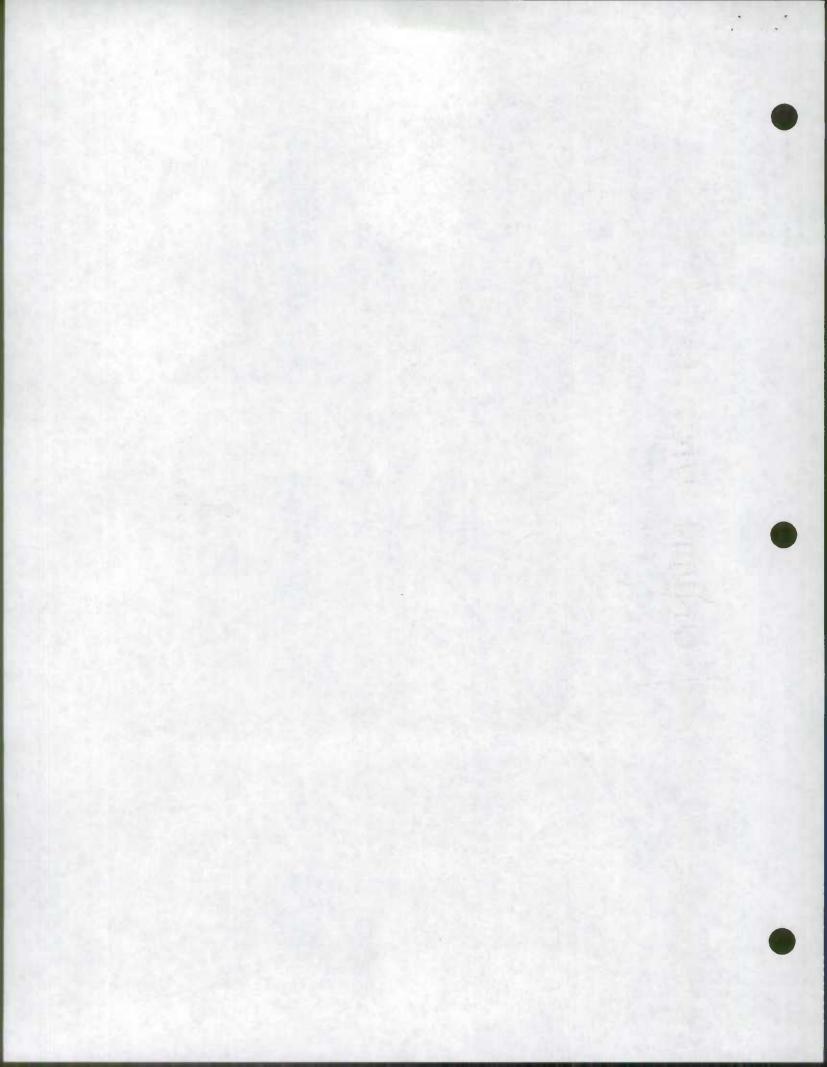


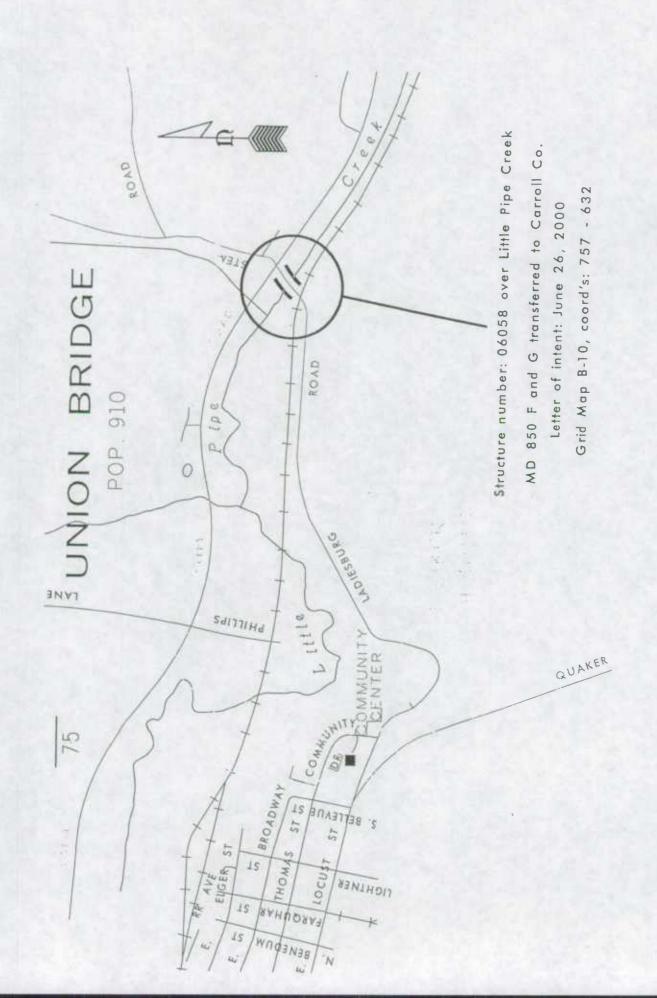
- A. Structure # 06058 over Little Pipe Creek, on Co. 229 Ladiesburg Rd @ M.P. 1.16
- B. MD 850F (Emerald Lane)- From M.P. 0.00 (MD 26, Liberty Rd) to M.P. 0.63 (Road End), a total distance of 0.63 miles
- C. MD 850G (No Name)- From M.P. 0.00 (Road End) to M.P. 0.96 (Road End), a total distance of 0.96 miles

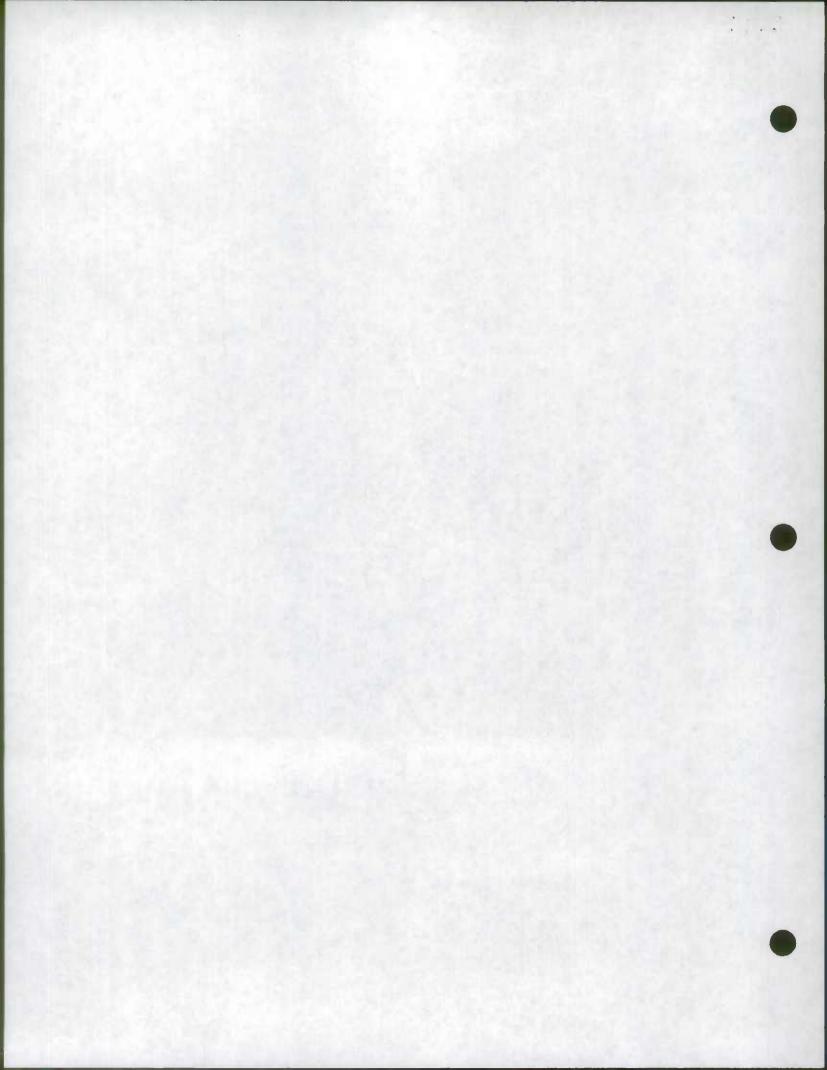
Total Transfer Mileage to the County: 1.59 miles













David L. Winstead Secretary Parker F. Williams

Carroll Co

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

10/27/97

October 22, 1997

Neil J. Pedersen, Director of Office of Planning and Preliminary Engineering executed a road transfer agreement dated October 7, 1997, between the State Highway Administration and the Town of Manchester relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to the Town of Manchester

MD Route 852D (Westminster St.) - MD Rte. 27 (Manchester Road) to MD Rte. 30 (Main Street)

TOTAL MILEAGE: 0.49+ MILE

Item Number: 87764

Now Mu 0205 (Manchester)

The effective date of transfer shall be August 1, 1997.

Said agreement has previously been fully executed and approved as to form and legal sufficiency by Special Counsel, Peyton Paul Phillips.

RMP:seb

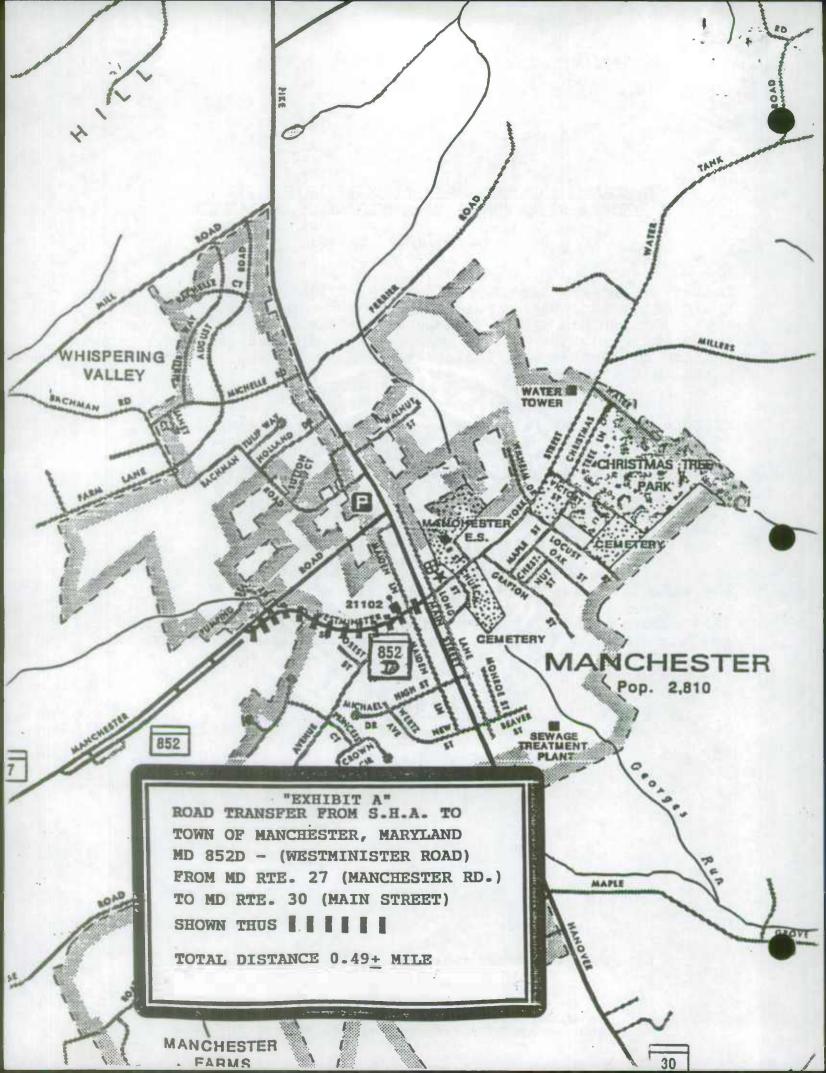


My telephone number is ____

545-2810

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



S.H.A.

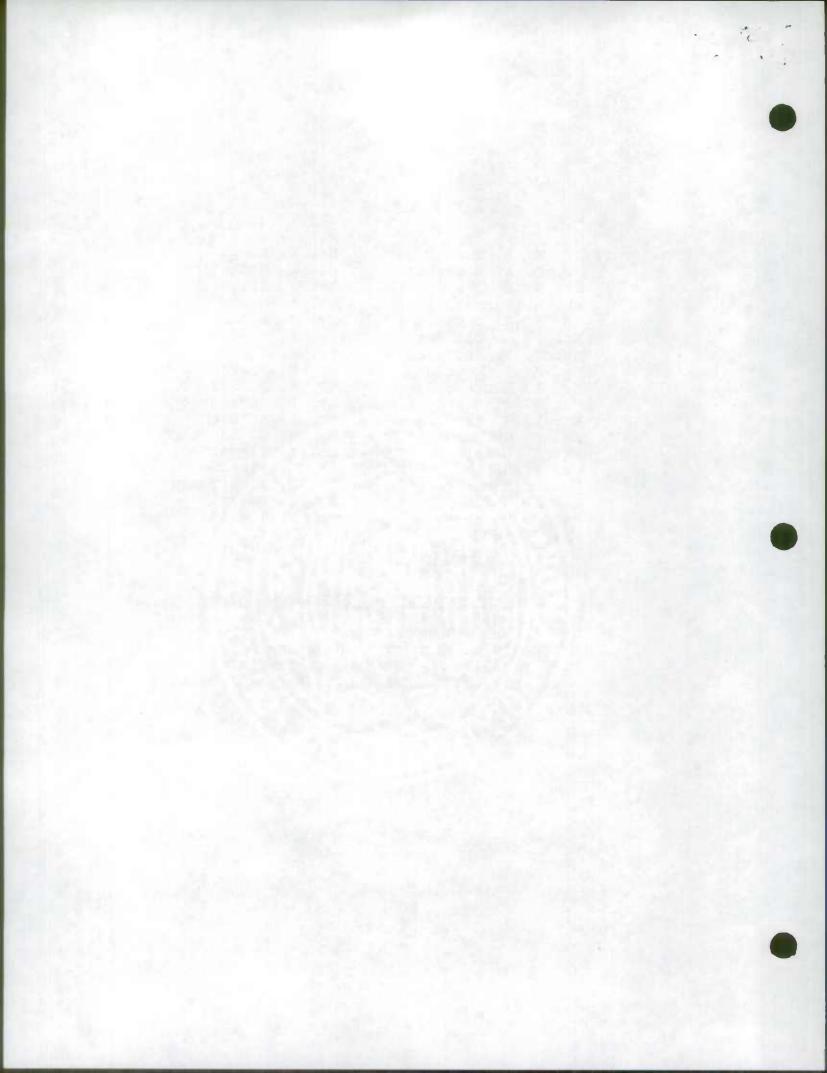
cc: Mr. M. R. Baxter Mr. R. Lipps Mr. D. A. Bockenek Mr. K. McClelland Mr. J. Miller Mr. W. E. Brauer, III Mr. R. Burns Mr. A. Moore Mr. A. M. Capizzi Mr. J. Muller Mr. J. Mahorney Mr. D. A. Clifford Mr. R. L. Daff, Sr. Mr. K. Nowak Mr. R. D. Douglass Mr. E. T. Paulis Mr. L. H. Ege, Jr. Mr. N. J. Pedersen Mr. R. Fisher Mr. R. Ravenscroft Mr. E. S. Freedman Mr. L. Schultz Mr. K. G. Shelton Mr. D. German Mr. G. Hadel Ms. L. Sigwart Mr. T. Hicks Mr. D. Simmons Mr. E. Homer Mr. J. Kelly Mr. D. L. Strausser Mr. L. Swift Mr. W. Kowalsky Mr. D. Weddle Mr. R. Tresselt Mr. D. Weddle Mr. P. F. Williams Mr. P. Minnick R/W Secretary's File

TOWN OF MANCHESTER, MARYLAND

Mr. Elmer C. Lippy, Mayor

Mr. David M. Warner, Town Manager

Mrs. Michelle M. Osterander, Town Attorney Mrs. Kelly J. Baldwin, Director of Finance





MAR 13 1996

MAR 18 1996

MAR 18 1996

MAR 18 1996

HIGHWAY INFUHMATION SERVICES DIVISION

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

3/4/96

FEBRUARY 28, 1996

Director Neil J. Pedersen, Office of Planning and Preliminary Engineering, has approved a previously executed road transfer agreement dated October 29, 1987 between the State Highway Administration and the City of Westminster, relative to the transfer of the following described section of highway subject to the conditions more fully set forth in the agreement.

State Highway Administration to City of Westminster

MU 0434

MD Rte. 526 (Pennsylvania Avenue) From MD Rte. 140 southerly to Union Street

0.57± mile

Item No.: 85526

In accordance with paragraph three, section 12 of the agreement, three segments of highway are to be transferred from the State Highway Administration to the City upon completion of reconstruction. The above listed roadway has recently been reconstructed as indicated in a memo dated February 22, 1996 from Mr. Robert L. Fisher, Acting Distict Engineer. Therefore, jurisdiction over and maintenance of this roadway is transferred to the City. The remaining segment will be transferred in the future when reconstruction is completed.

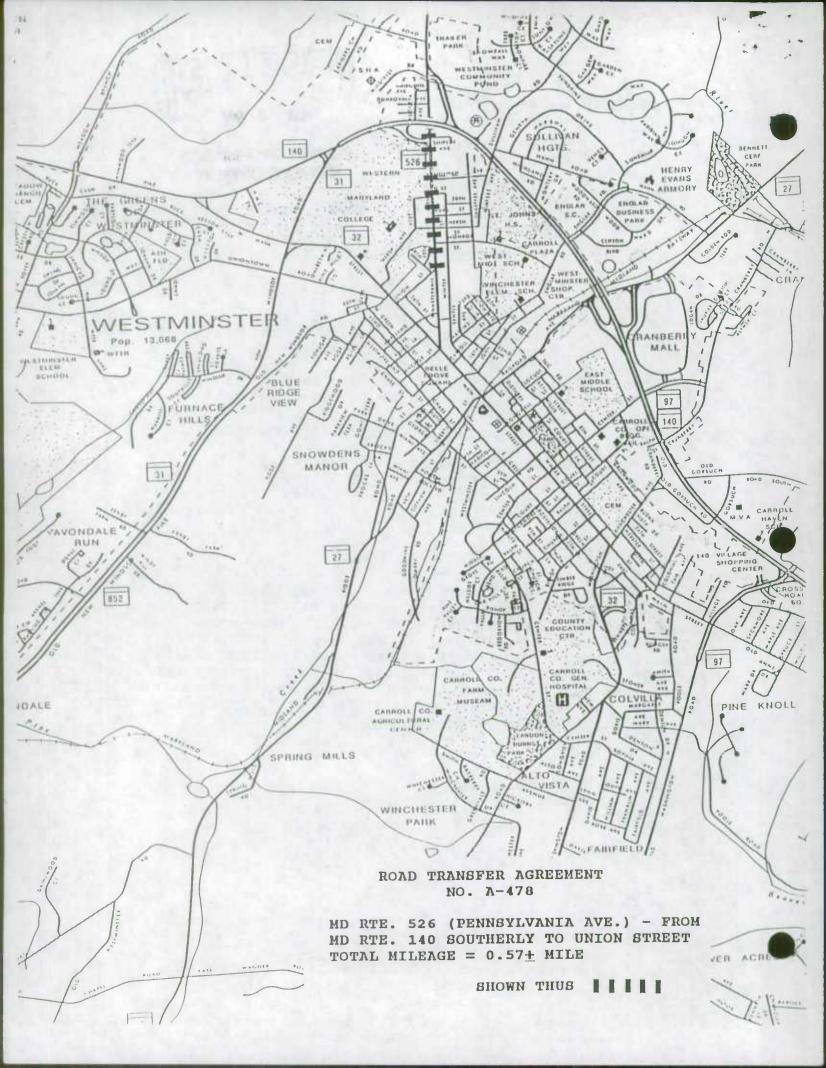
KO: RMP: cej

My telephone number is _

333-1627

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

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



MOA February 28, 1996 Page 2

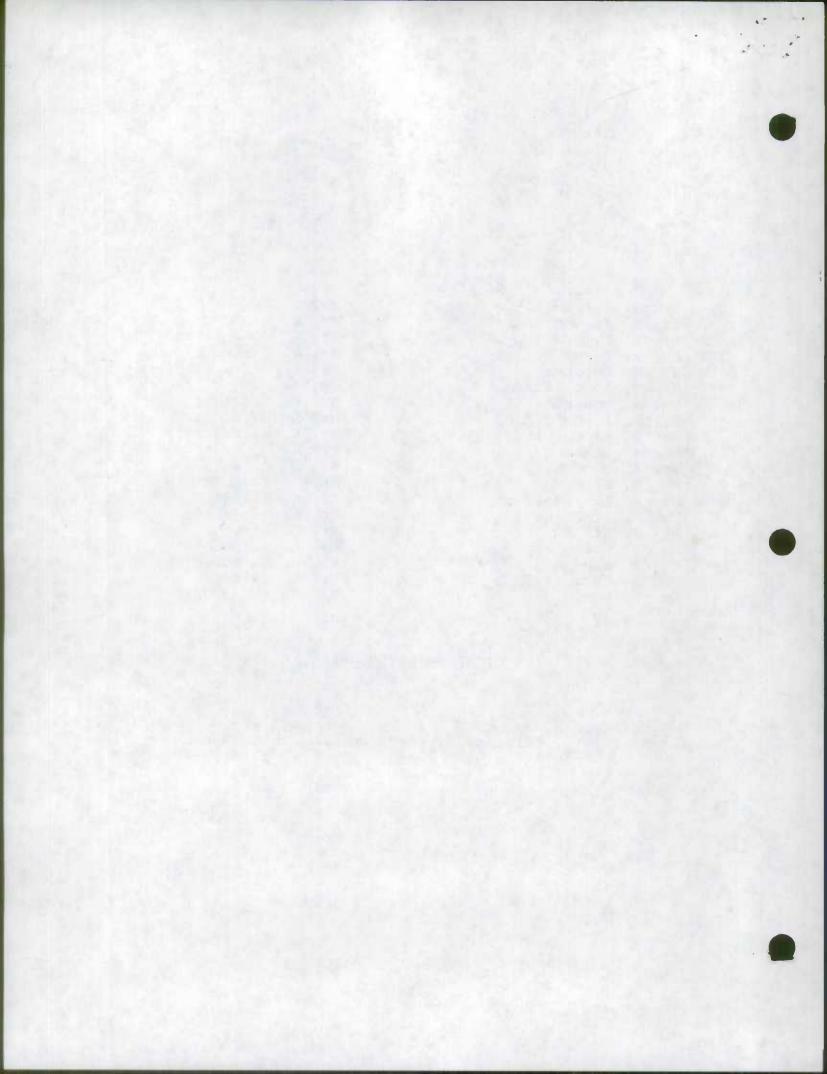
Mr. M. R. Baxter Mr. D. A. Bochenek Mr. W. E. Brauer, III Mr. R. Burns Mr. W. Butcher Mr. D. A. Clifford Ms. G. Courtney Mr. R. L. Daff, Sr. Mr. R. D. Douglass Mr. E. Eckhart Mr. L. H. Ege, Jr. Mr. R. J. Finck Mr. R. L. Fisher Mr. E. S. Freedman Mr. T. Hicks Ms. E. Homer Mr. G. Jannetti Mr. H. Kassoff Mr. J. Kelly

Mr. J. S. Koehn Mr. R. Lipps Mr. K. McClelland Mr. J. Miller Ms. A. Moore Mr. J. Muller Mr. K. Oelmann Mr. L. Pattterson Mr. E. T. Paulis, Jr. Mr. N. J. Pedersen Mr. D. Rose Mr. R. Schindel Mr. L. Schultz Mr. K. G. Shelton Mr. D. Simmons Mr. D. Smith Ms. D. J. Strausser Mr. L. Swift R/W Secretary File

CITY OF WESTMINSTER, MARYLAND

Mr. Benjamin Brown, Mayor

Mr. Thomas Beyard, Director of Planning and Public Works





9-19-93

David L Winstead Secretary Hal Kassoff Administrator

Ok with try change show ?

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

8131145

AUGUST 28, 1995

Director Neil J. Pedersen, Office of Planning and Preliminary Engineering, has approved of the previously executed road transfer agreement dated October 29, 1987 between the State Highway Administration and the City of Westminster, relative to the transfer of the following described section of highway subject to the conditions more fully set forth in the agreement.

State Highway Administration to City of Westminster

MD Route 32 (Main Street-Washington Road)
From Longwell Avenue (Milepoint 17.68) southerly
to Corporate City Limits (Milepoint 16.73)
0.95± mile

Item No.: 85526

In accordance with paragraph three, section 12 of the agreement, three segments of highway are to be transferred from the State Highway Administration to the City upon completion of reconstruction. The above listed roadway has recently been reconstructed. The remaining two segments will be transferred in the future as reconstruction is completed.

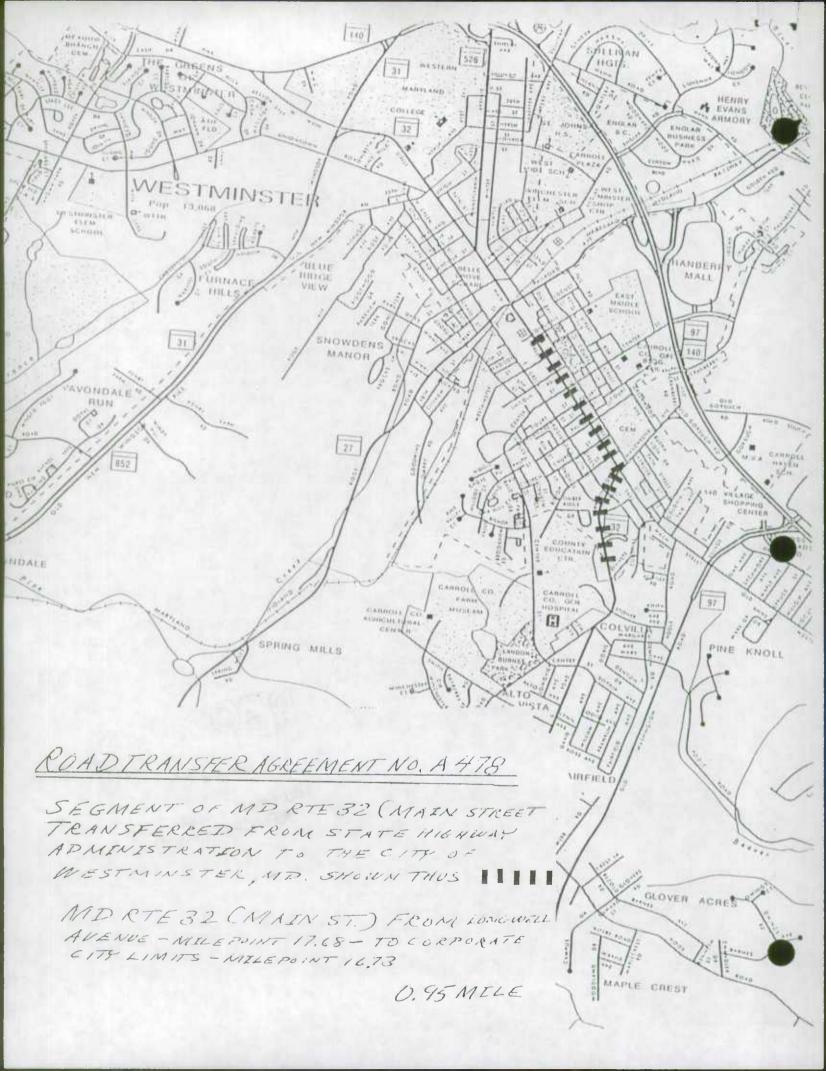
KO:RMP:cej



My telephone number is

333-1627

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



MOA August 28, 1995 Page 2

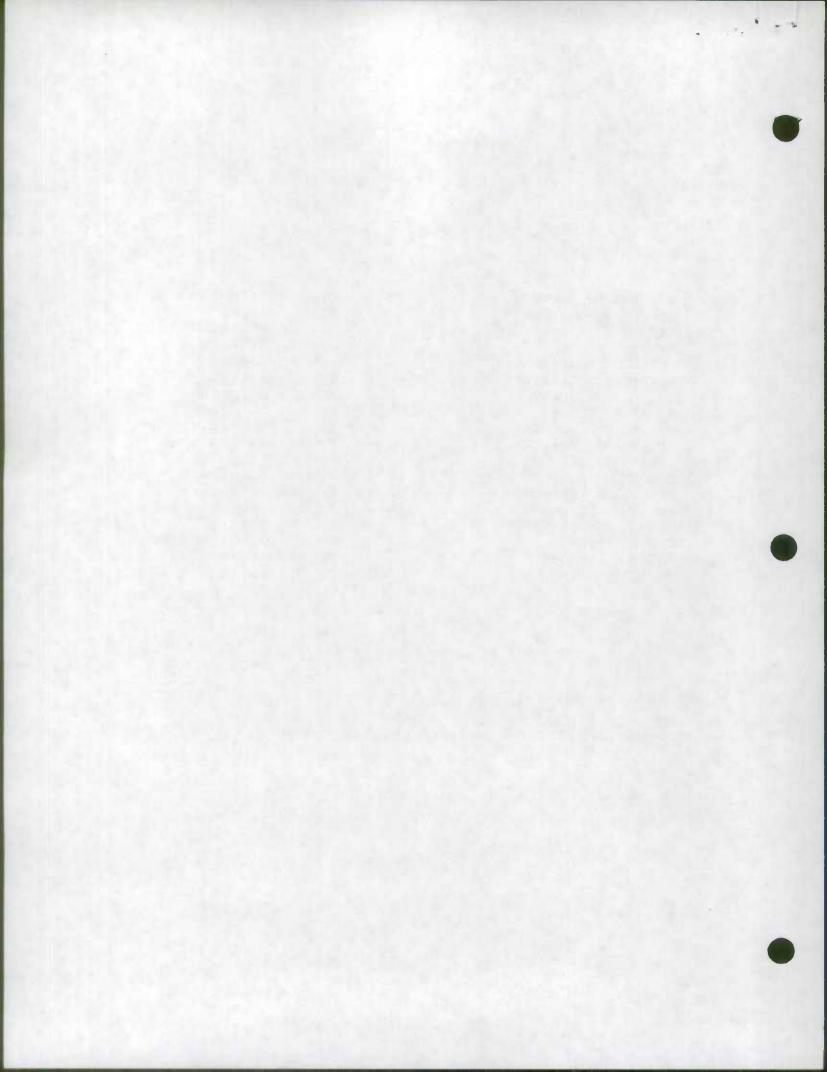
Mr. M. R. Baxter Mr. J. S. Koehn Mr. R. Lipps Mr. D. A. Bochenek Mr. K. McClelland Mr. W. E. Brauer, III Mr. J. Miller Mr. R. Burns Mr. W. Butcher Ms. A. Moore Mr. J. Muller Mr. D. A. Clifford Mr. K. Oelmann Ms. G. Courtney Mr. C. R. Olsen Mr. R. L. Daff, Sr. Mr. R. D. Douglass Mr. E. T. Paulis, Jr. Mr. N. J. Pedersen Mr. L. H. Ege, Jr. Mr. R. Schindel Mr. R. J. Finck Mr. L. Schultz Mr. R. Fisher Mr. E. S. Freedman Mr. T. Hicks Mr. K. G. Shelton Mr. D. Simmons Mr. G. Straub Ms. E. Homer Ms. D. J. Strausser Mr. G. Jannetti Mr. L. Swift Mr. H. Kassoff Mr. L. Swift Mr. J. Kelly

R/W Secretary File

CITY OF WESTMINSTER, MARYLAND

Mr. Benjamin Brown, Mayor

Mr. Thomas Beyard, Director of Planning and Public Works







HIGHWAY INFORMATION

MEMORANDUM OF ACTION OF DIRECTOR NEFEVICE PEDERSEN OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

12/7/94

December 6, 1994

Neil J. Pedersen, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated December 6, 1994, between the State Highway Administration and Carroll County, Maryland, relative to the transfer of the following and described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Carroll County:

MD Rte. 850A (Old MD 26) - from MD 26 (Liberty Rd), for a total distance of 0.13± mile

MD Rte. 852K (New Windsor Rd.) - from structure over Little Pipe Creek to state spur at MD 31, for a total distance of 0.22± mile

MD Rte. 879F (Old MD 879) - from road end 0.13± mile southwest of Pin Oak Drive to road end 0.01± mile northeast of Pin Oak Drive, for a total distance of 0.14± mile

MD Rte. 879G (Bloom Rd.) - from MD 91 (Gamber Rd.) to Bloom Road (Co. 492), for a total distance of 0.16± mile

MD Rte. 904B (Ralph Baumgarden Rd.) - from Tyrone Road (Co. 71) to Ralph Baumgardner Road (Co. 63) ahead, for a total distance of 0.62± mile

TOTAL MILEAGE: 1.27+ MILES

Item Number: 85498

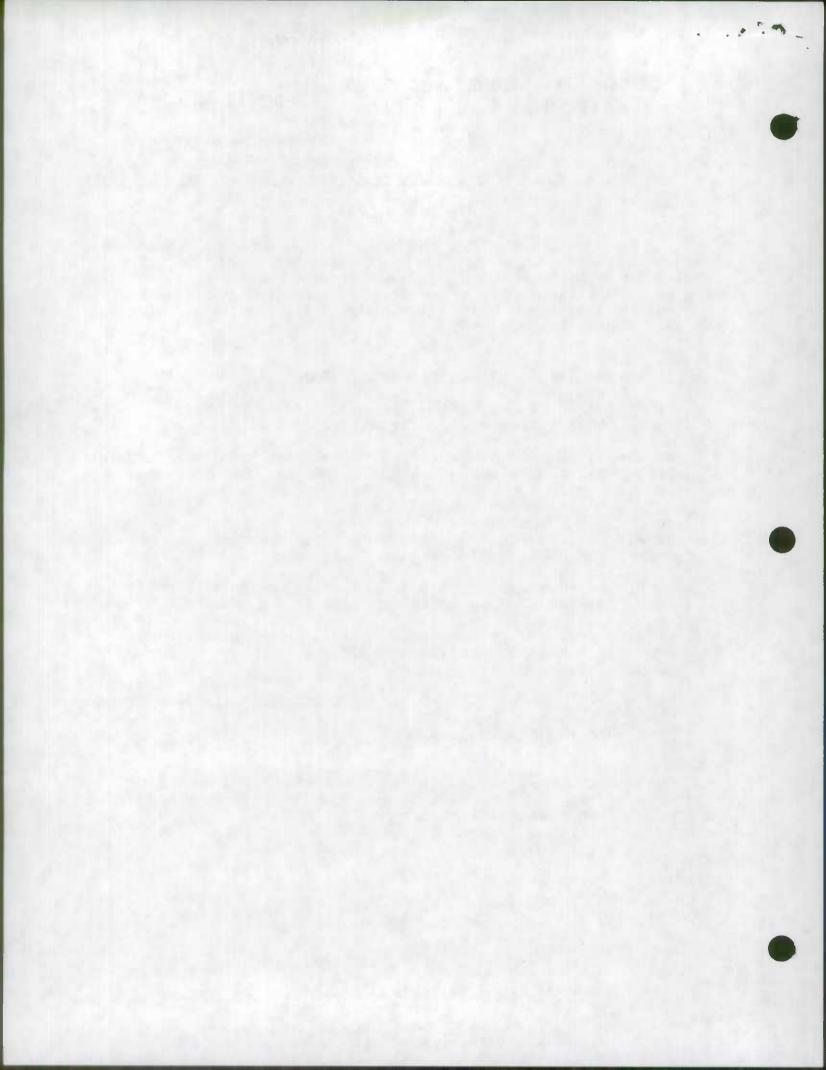
Said agreement have previously been executed by Carroll County officials and approved as to form and legal sufficiency by Special Counsel, Peyton Paul Phillips, Jr.

KO:VP:cej

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



MOA December 6, 1994 Page 2

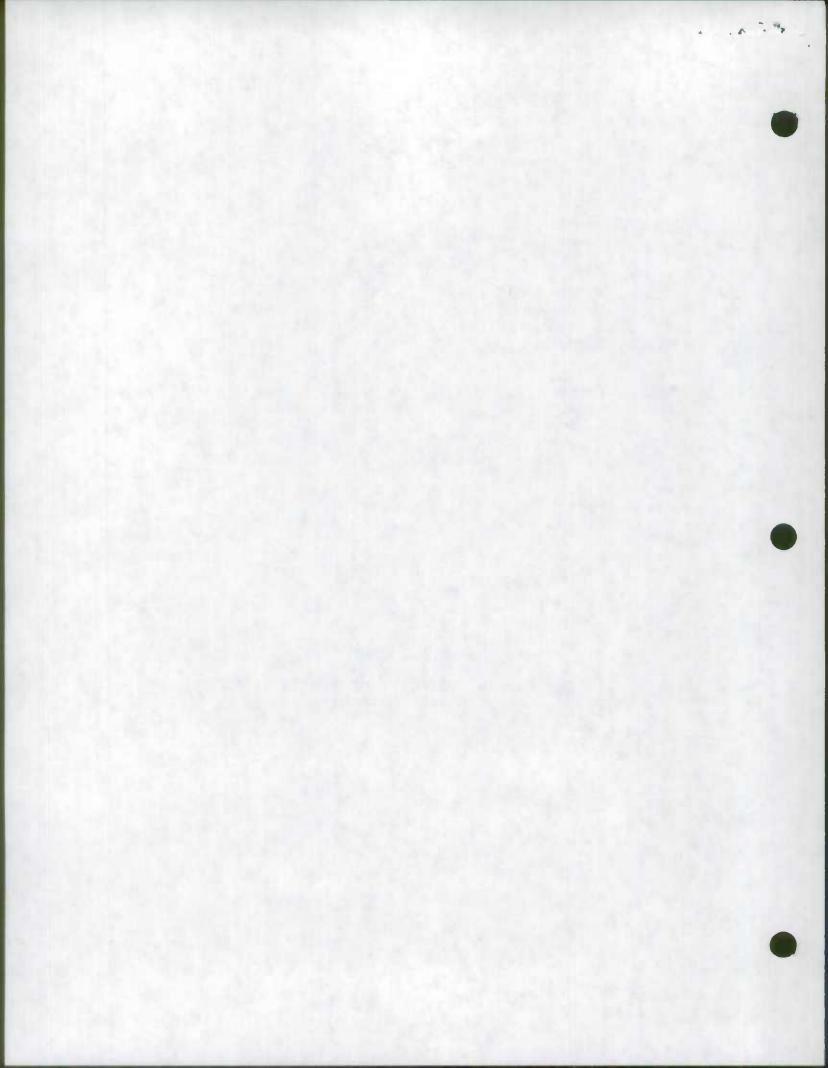
KO: VP:cej

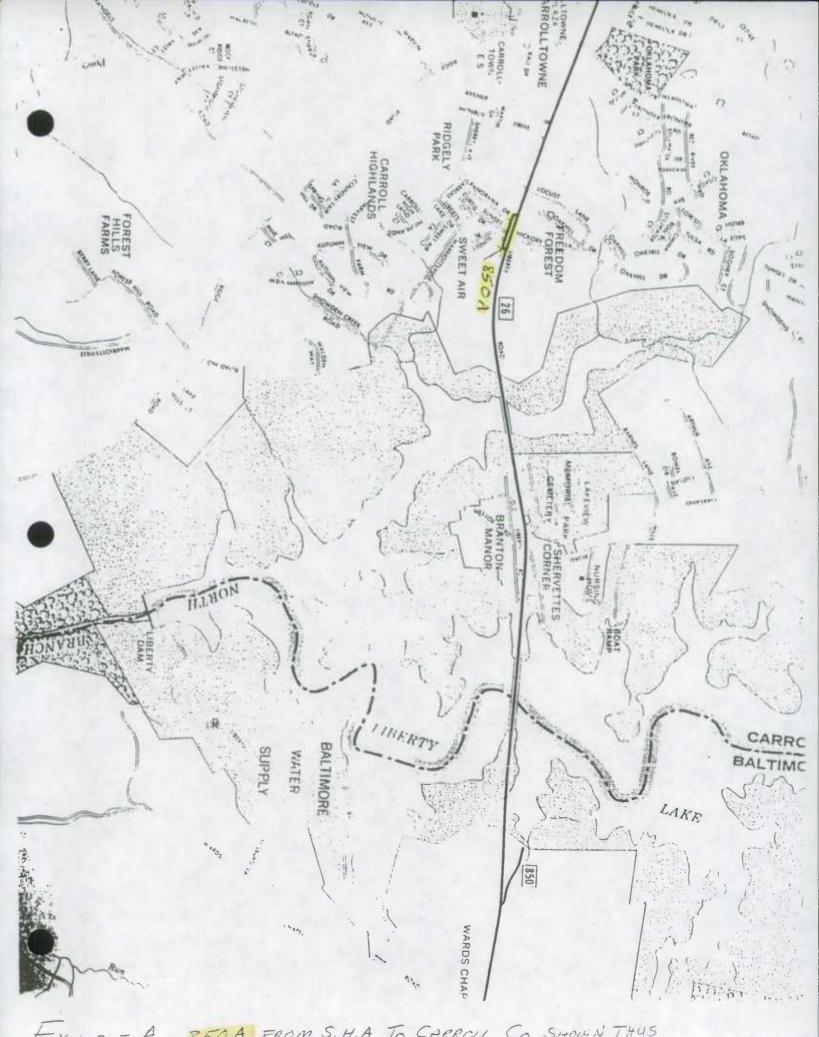
S.H.A.

Mr. M. R. Baxter Mr. J. S. Koehn cc: Mr. D. A. Bockenek Mr. J. O. Leyhe Mr. R. Lipps Mr. W. E. Brauer, III Mr. R. Burns Mr. J. Miller Mr. A. M . Capizzi Ms. A. Moore Mr. J. Muller Mr. D. A. Clifford Ms. G. Courtney Mr. R. Murray Mr. R. L. Daff, Sr. Mr. K. Oelmann Mr. R. D. Douglass Mr. C. R. Olsens Mr. E. T. Paulis, Jr. Mr. L. H. Ege, Jr. Mr. N. J. Pedersen Mr. R. J. Finck Mr. D. Rose Mr. E. S. Freeman Mr. T. Hicks Mr. L. Schultz Mr. E. Homer Mr. K. G. Shelton Mr. D. Simmons Mr. G. S. Jannetti Mr. R. Johnson Ms. D. J. Strausser Mr. H. Kassoff Mr. L. Swift Mr. J. Kelly R/W Secretary File

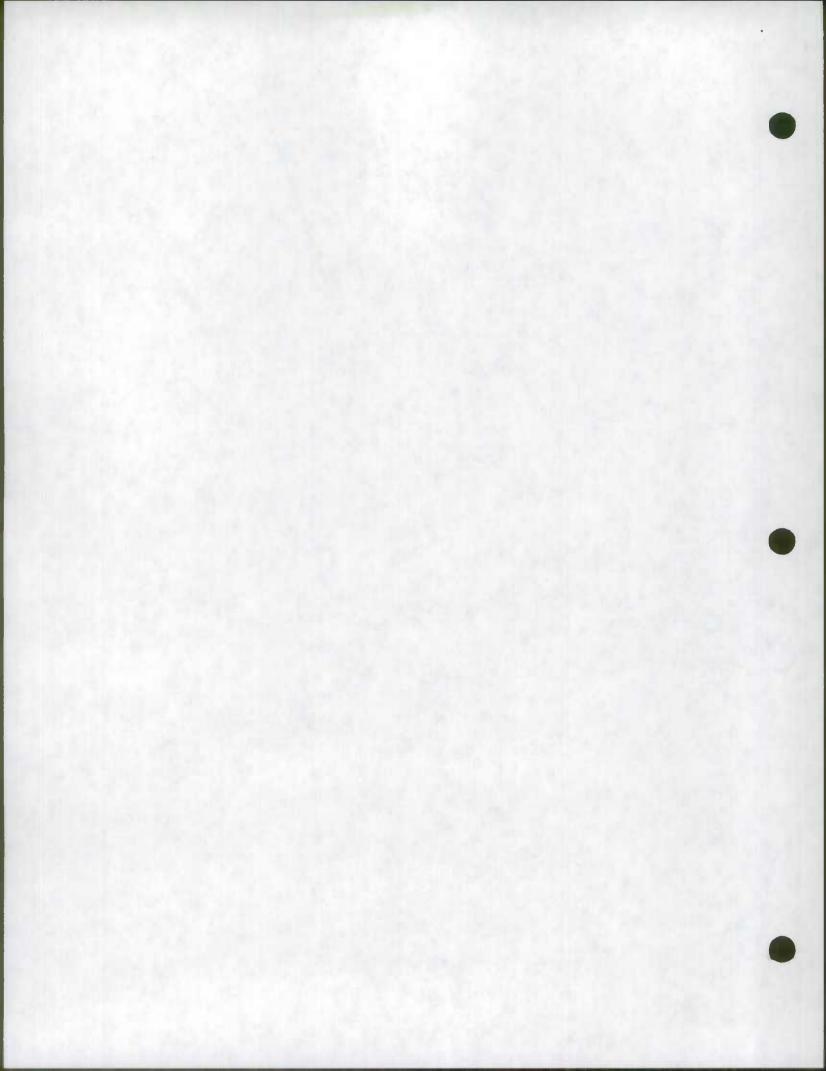
CARROLL COUNTY

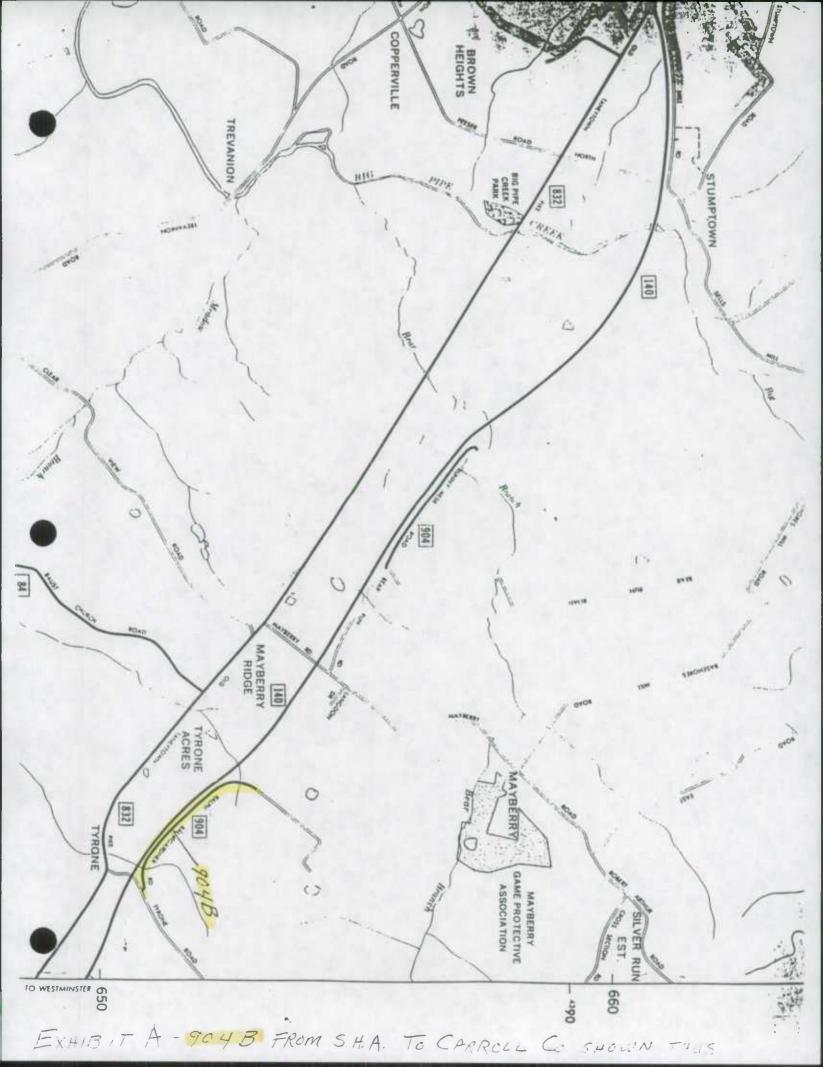
Mr. Keith Kirschnick, Director of Public Works Mr. George A. Lahey, County Attorney

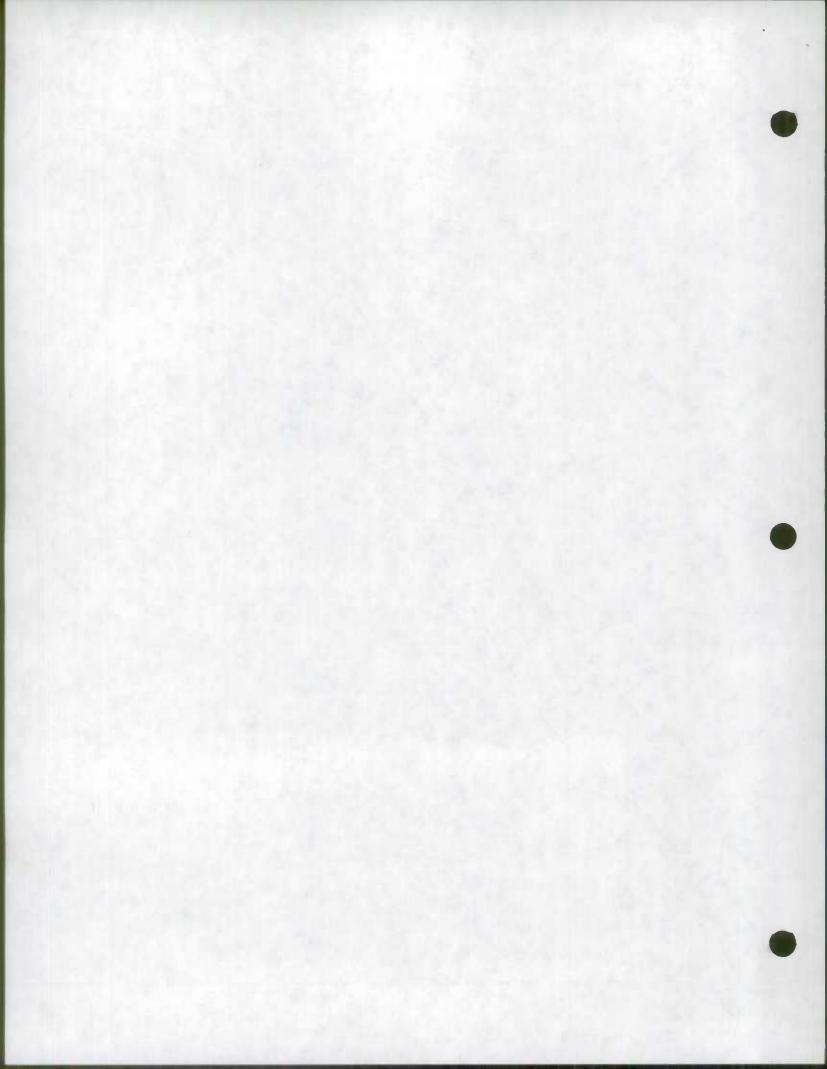


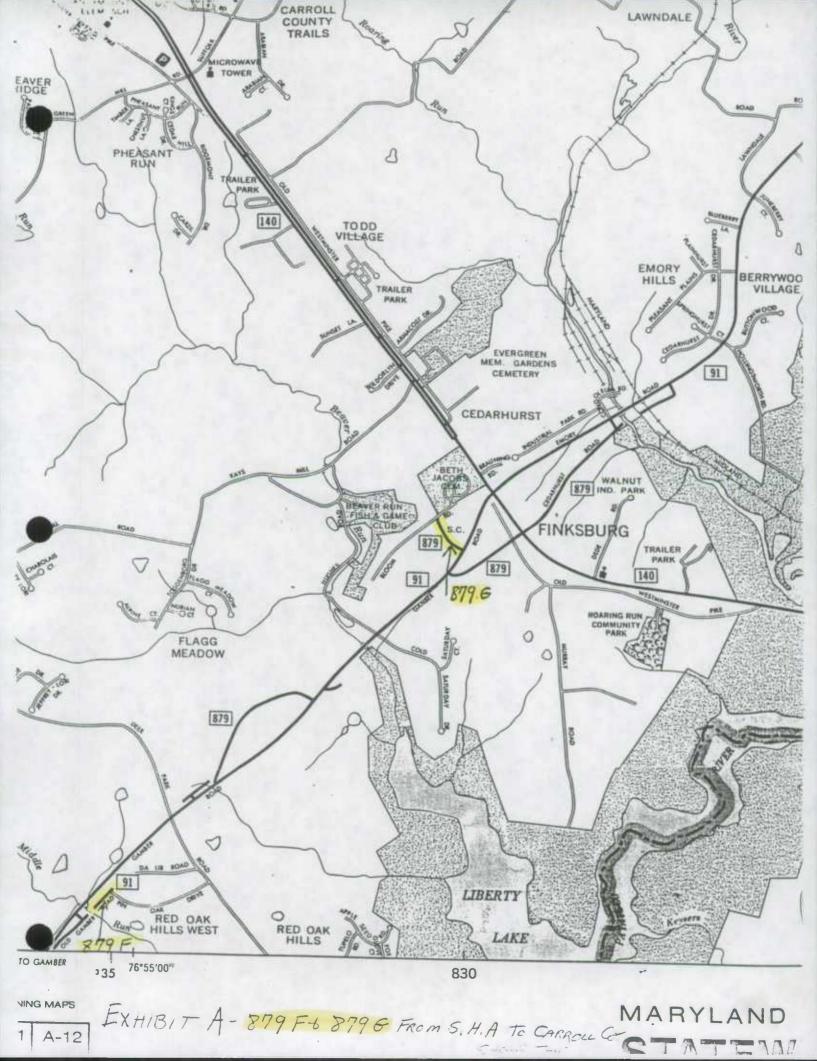


- 850 A FROM S. H. A TO CARROLL CO. SHOWN THUS EXHIBIT A

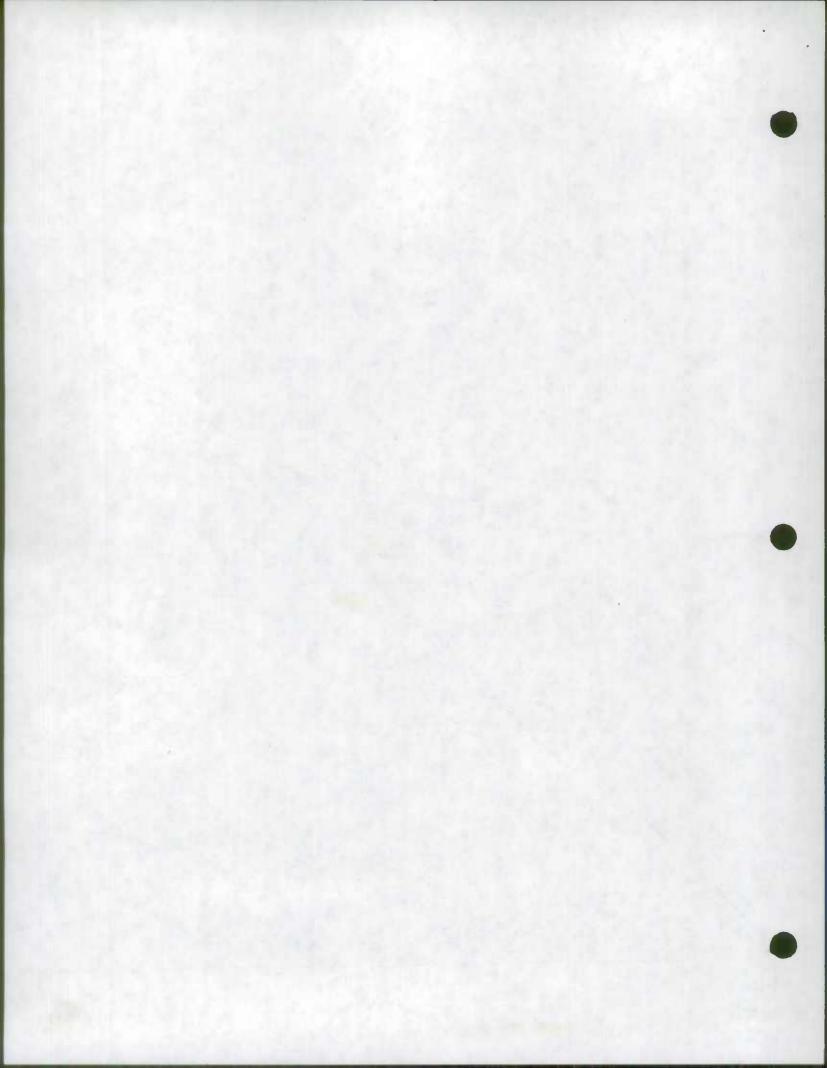








A-12



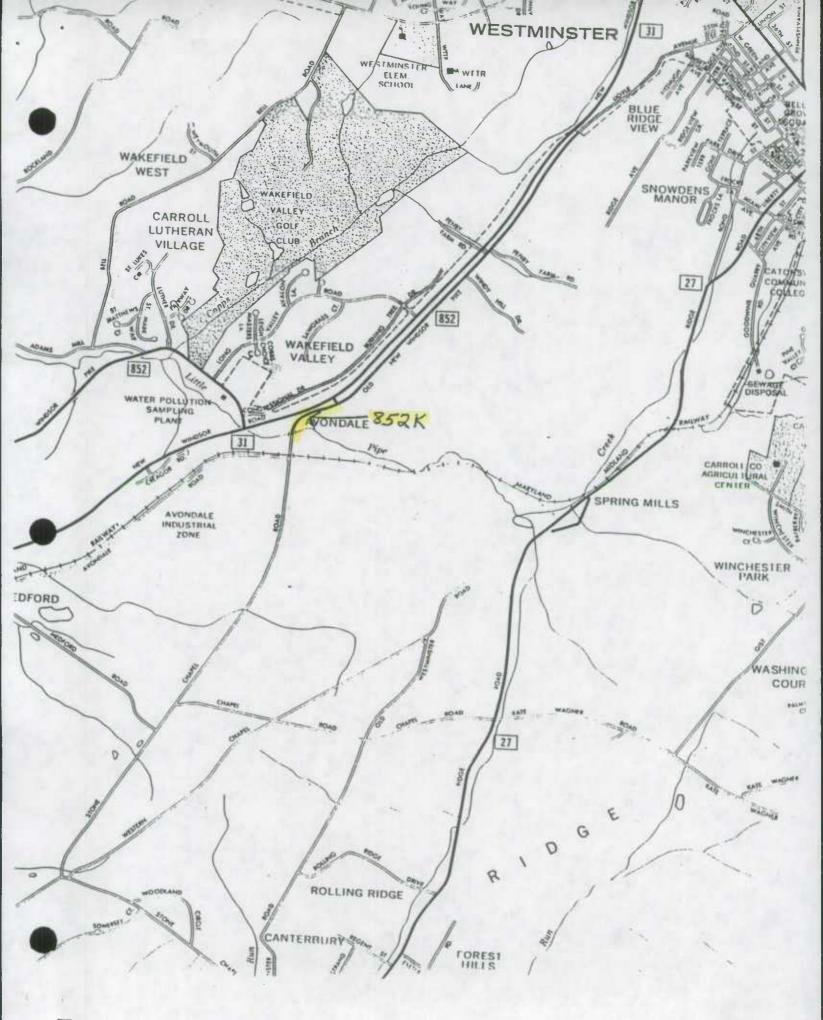
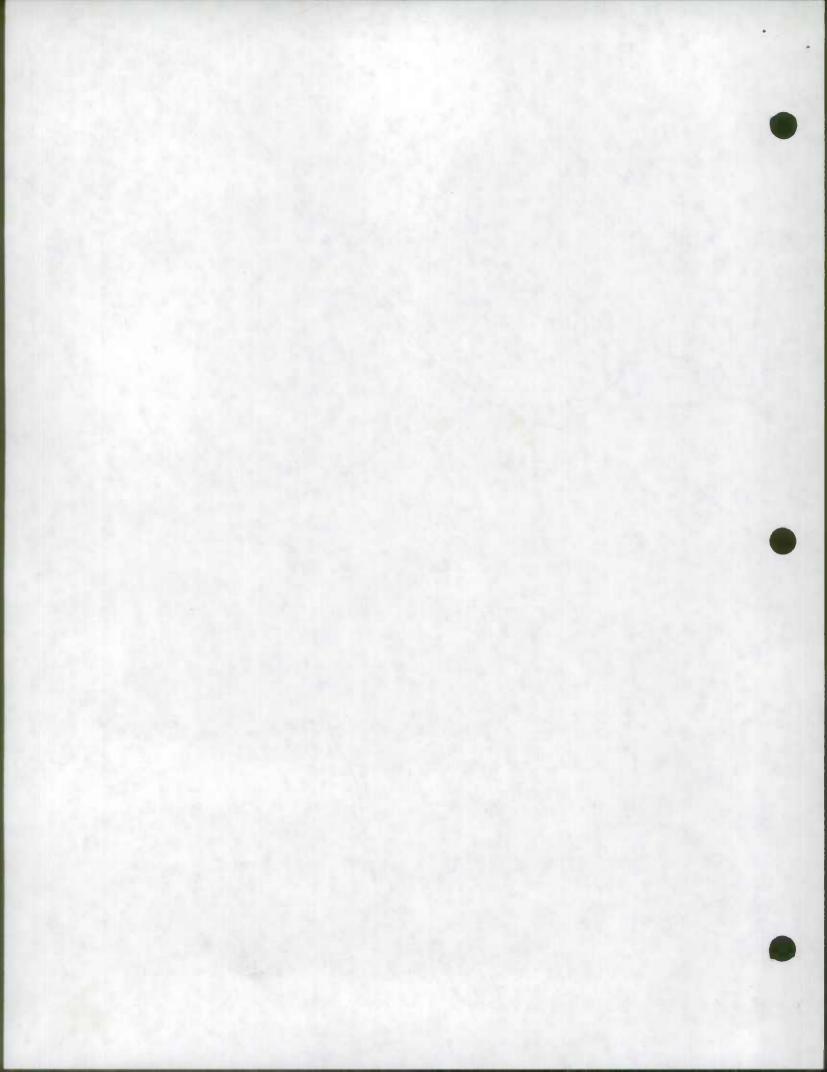


EXHIBIT A - 852K FROM S.H. A TO CARROLL G. CHELL THUS



MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF THURSDAY, MARCH 8, 1990

Administrator Kassoff executed the following road conveyance deed, dated March 8, 1990, 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, a fee simple title of the bed of an existing street to the City of Westminster as indicated below:

Grantee

of Westminster

Conveyance

Mayor & Common Council 60 ft. wide Access Rd. across New Westminster Maintenance Shop prop. from Md. Rte. 97 to City Line -80,917 sq. ft. or 1.858+ Ac. Proj. CL-668-301-029, File 74628.

In Accordance With

Conveyance approved by City of Westminster & SHA 7th Dist. Engineer Clingan. This enables the City to develop a parcel of land adjoining SHA prop. This will remove an obstacle to future development of parcel owned by private developers, situated behind our shop site. Also, relieve SHA of future maintenance costs.

Copy: Ms. E. L. Homer

Mr. B. B. Myers

Mr. C. Stickles

Mr. R. A. Conway

Mr. W. R. Clingan

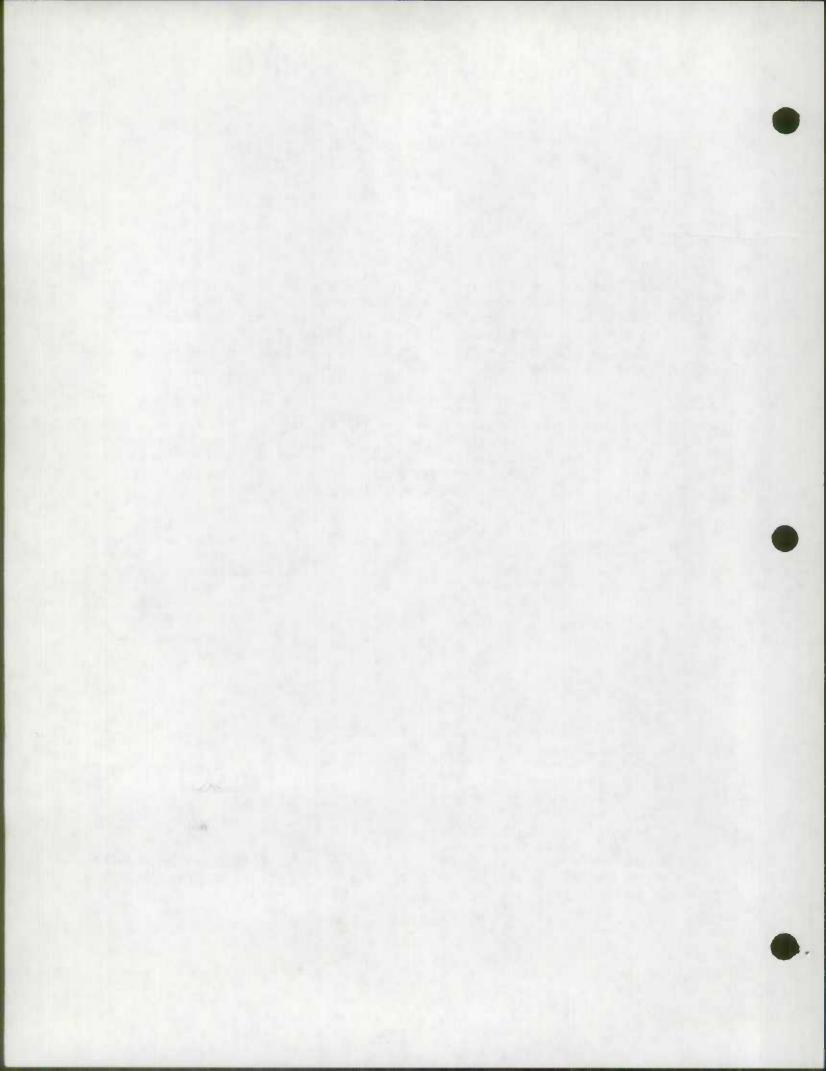
Mr. J. F. Glover

Mr. J. T. Neukam Secretary's File

Proj. CL-668-301-029

MAR 15 1990

MIGHWAY INFORMATION SERVICES DIVISION



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

January 29, 1990

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective December 4, 1989, between the State Highway Administration and the Town of Mount Airy, Carroll County, Maryland 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 Mount Airy

Twin Arch Road, from MD 27 easterly to the end of State maintenance, a total distance of 0.12+ miles.

Said agreement had previously been executed by the Town Executive and Town Administrator of Mount Airy, Carroll County, 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: ELD: cmw Attachment

Mr. H. Kassoff

Mr. J. Agro

Mr. B. B. Mvers

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. W. R. Clingan

Mr. J. L. Anders

Mr. J. E. Schene

Mr. R. L. Schindel

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. D. A. Clifford

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,

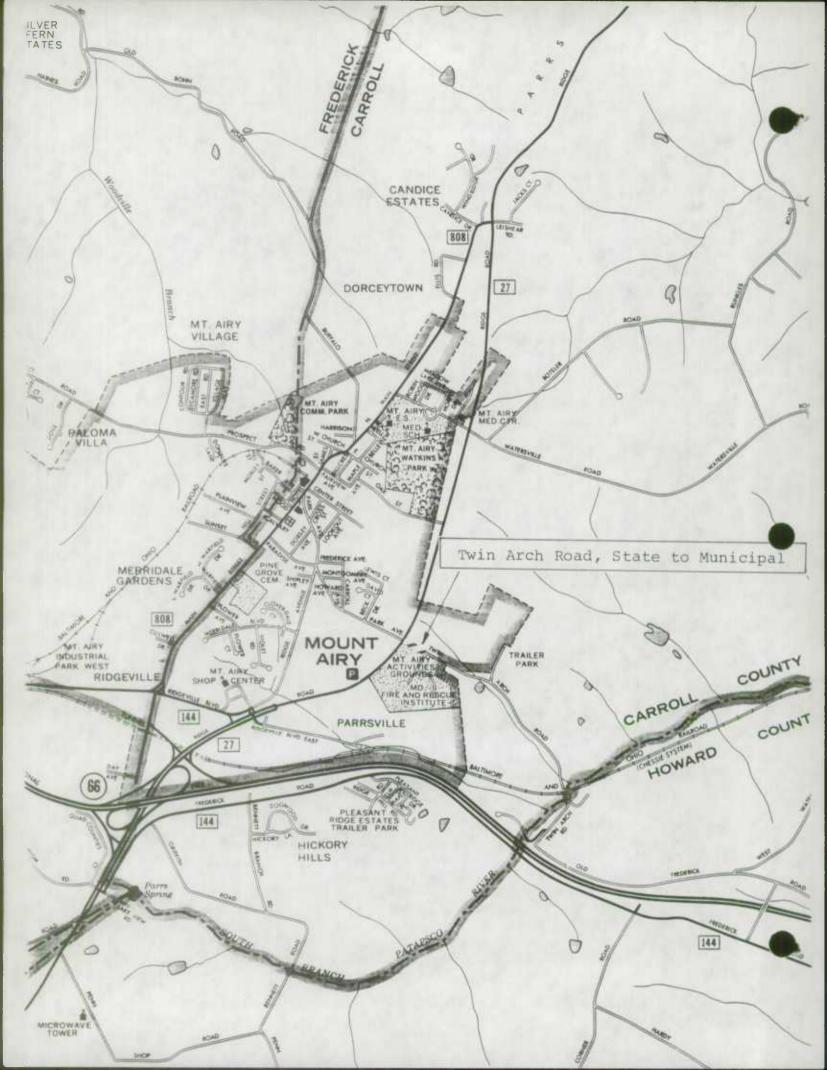
Carroll County

Maintenance Engineer

Town of Mt. Airy

Planning & Zoning Commission

Carroll County



See Tra ste agreement 11-24-86

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF WEDNESDAY, JANUARY 31, 1990

Administrator Kassoff executed the following road transfer deed dated January 31, 1990, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration transfers, subject to the approval of the Board of Public Works of Maryland, unto the grantee named, the State road as indicated below and as more fully described in the deed:

Grantee

Conveyance

In Accordance With

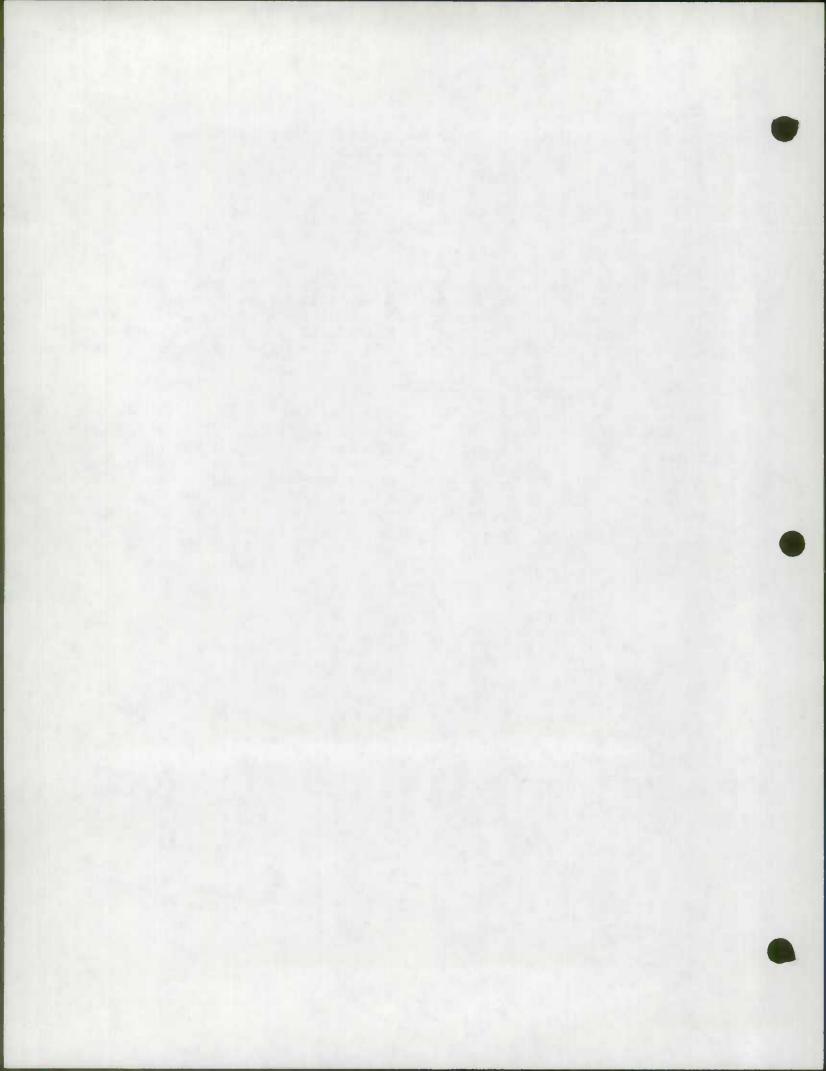
of Westminster

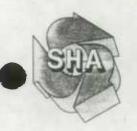
Mayor & Common Council Md. Rte. 32 (Main St.) from Md. Rte. 140 to Md. Rte. 31 in Westminster, total distance of 0.43+ mi. File 72363-A, Proj. CL-303-2-715 in Carroll County. started between SHA & West-The purpose of this road convey- minster when Md. Rte. 140 ance is to deed the underlying bypass around Westminster R/W to the city.

Conditions of agreement made 11/20/86 between SHA & Town of Westminster. This conveyance completes transfer was completed. This section of Md. Rte. 32 serves local traffic within the city.

Copy: Mr. J. A. Agro, Jr. Mr. B. B. Myers Mr. C. Stickles Mr. R. A. Conway Mr. W. R. Clingan Mr. J. F. Glover

Mr. J. T. Neukam V Secretary's File Proj. CL-303-2-715 RECEIVED FEB 15 1990 HIGHWAY INFORMATION SERVICES DIVISION





Richard H. Trainor Secretary Hal Kassoff Administrator

February 10, 1989

MEMORANDUM

RECEIVED

FEB 13 1989

BUREAU OF HIGHWAY

STATISTICS

TO:

Mr. Wavne Clingan. District Engineer

District 7

FROM:

Creston J. M/1/pJr., Chief

Bureau of Englieering Access Permits

BY:

David N. Ramsev

SUBJECT:

Carroll County

Maryland Route 852-L

Avondale Run

This office issued an access permit. B-CL-3060-88, to construct a public street connection to Route 852.

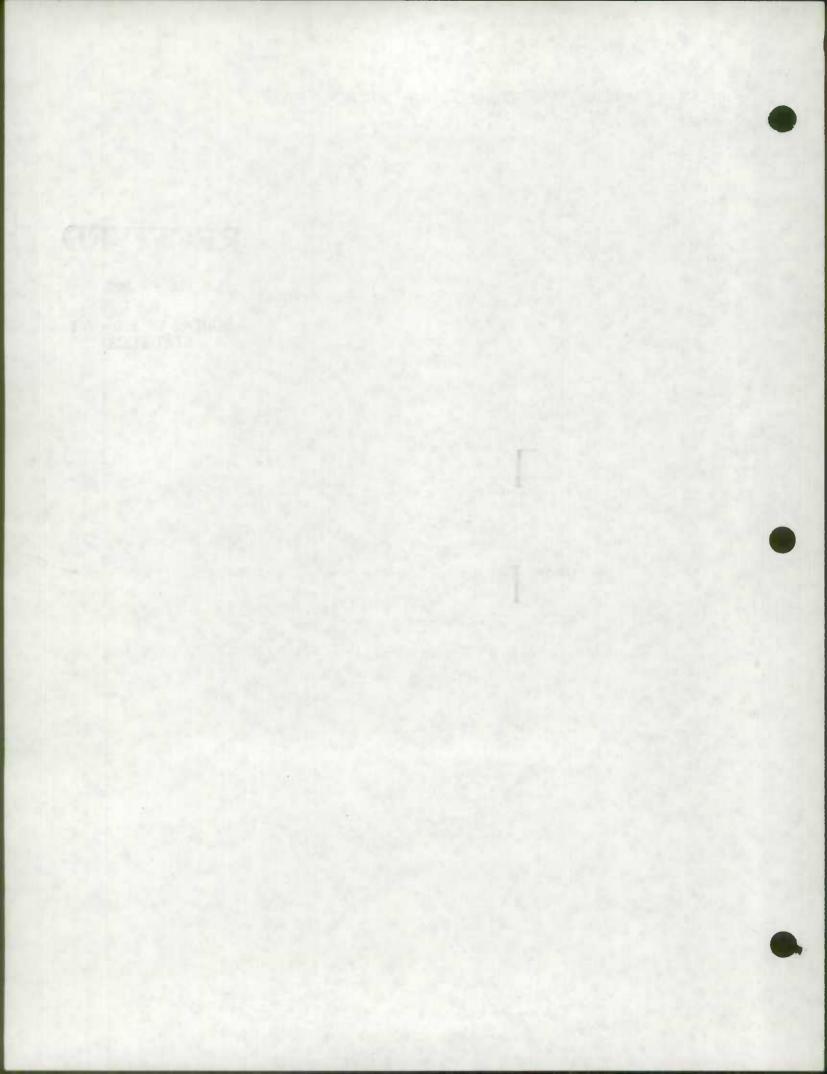
It has been brought to our attention that the Old Roadbed of Route 31 within this public street (Congressional Drive), is still listed in the S.H.A. inventory as Route 852-L.

Therefore, we request that procedures to abandon this section of roadway be initiated by your office.

Should you have any questions, or require additional information, please contact Mr. David Ramsey of this office.

CJM/DNR/1m

cc: VMr. T. Neukam



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

October 28, 1988

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated August 22, 1988, between the State Highway Administration and the Town of Mt. Airy, Maryland relative to the transfer of the following described section of highway and subject to road improvements more fully set forth in the agreement.

By letter dated October 5, 1988, from District Engineer Wayne R. Clingan, the specified road improvements have been completed. Under the terms and conditions set forth in the agreement, the following described roadways become the property and responsibility of the Town of Mount Airy, effective November 1,1988.

State Highway Administration to Mt. Airy

west of MD 808A to the end of state maintenance east of MD 808D, including the spur from MD 144FB to MD 27, for a total distance of 1.13+ mile.

MD 808A south of MD 144FB (Ridgeville Blvd.) to MD 27 (Ridge Rd.), including the spur from MD 808A to MD 27, for total distance of 0.31± mile.

MD 808D from MD 144FB south to Ridgeville Blvd. East for a total distance of 0.11 mile.

MD 808E from MD 808A south to road end past Day Ave. for a total distance of 0.26+ mile.

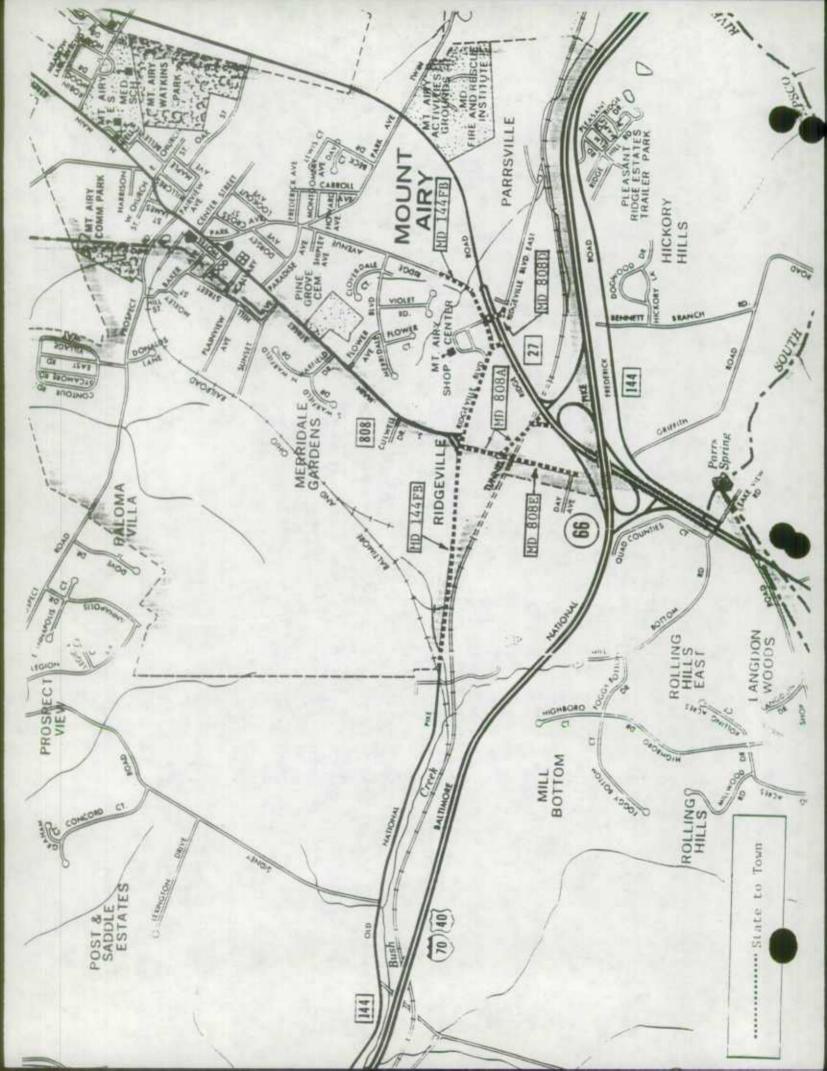
Said agreement had previously been executed by the Mayor and Council of Mount Airy, Maryland and approved as to form and legal sufficiency by Assistant Attorney General Nolan Rogers.

LBS: ELD

RECEIVED

NOV 1 1988

HIGHWAY DISTRICT ENGINEER



MD 852-K Westminster Carroll Co.

INTRA-ADMINISTRATION MEMORANDUM

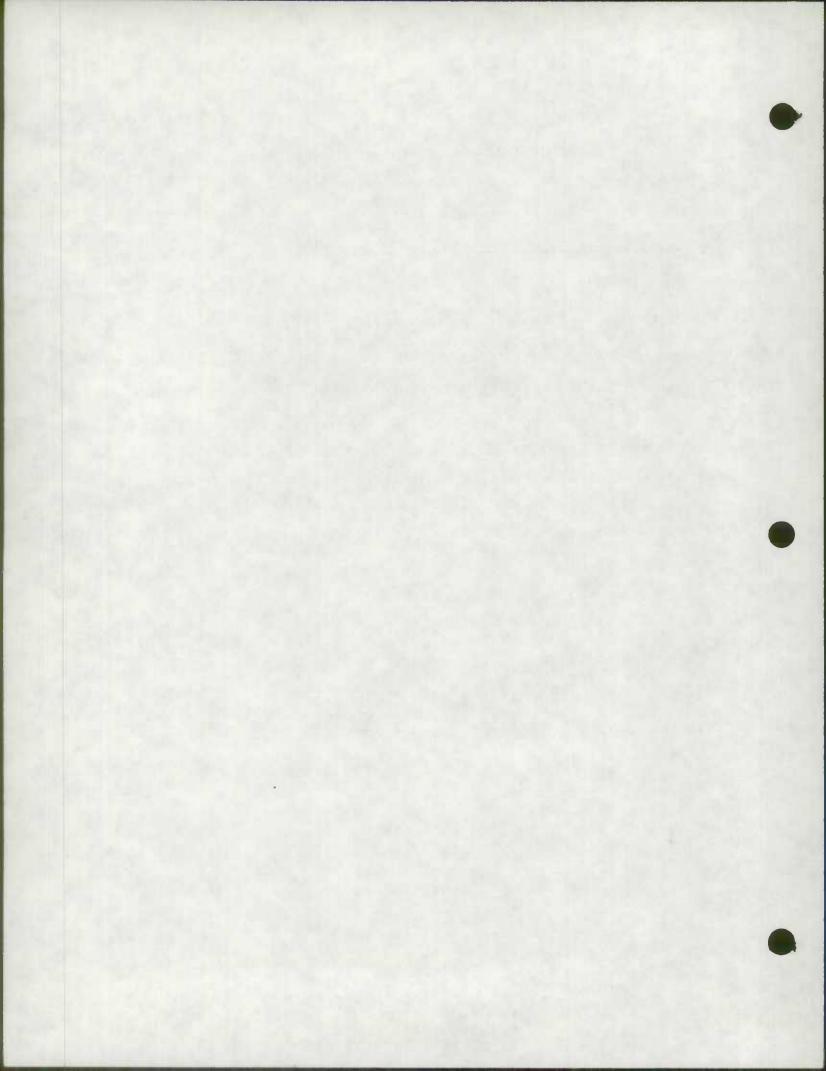
STATE HIGHWAY ADMINISTRATION 707 N. CALVERT STREET BALTIMORE, MARYLAND 21202

- Change in Municipal / State Maintenance for Mb 852-K in Westminster authorized by Jim Helm, Assistant Bureau Chief.

Bureau of Highway Statistics on January 7, 1988. The inventory, HPMS, and Master file will now reflect the agreement dated January 8th, 1973, Where in it is stated that "Mb 852K from the south west Corporate Limits to Mb. 32 (Main Street) for a distance of O. 63 ± Miles." This will move the Limit of state Maintenance on this route from inventory mile point 1:53, Where The Corporate Limits of Westminster are located, To inventory mile point 1.77.

SHA-20, 0.2 Rev. 2-5-82

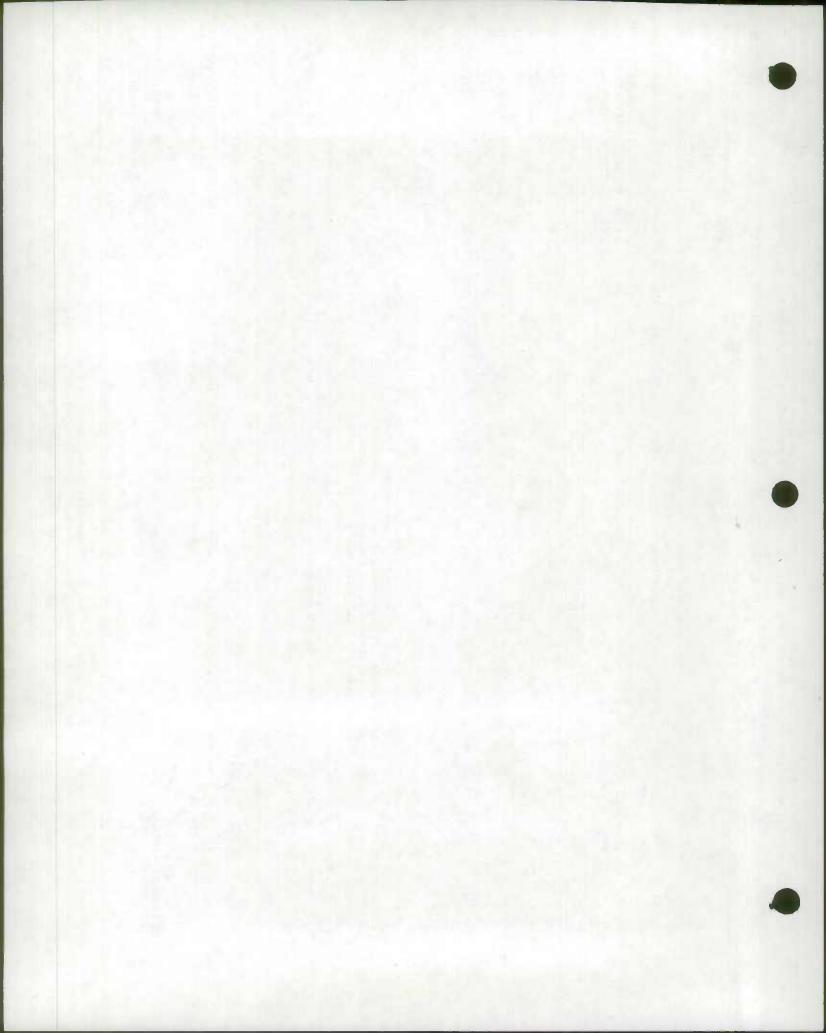
See Agreement - Jan 8, 1973



UNIMPROVED; C = GRADED & DRAINED; D.E = SOIL, GRAVEL. NE; F,G = LOW TYPE BITUMINUS: H, I = HIGH TYPE BITUMI

STATE HIGHWAY ADMINISTRATION OF MARYLAND OFFICE OF PLANNING AND PRELIMINARY ENGINEERING BUREAU OF HIGHWAY STATISTICS

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Agreement between the State of Maryland and the City of Westminster for reconstruction on MD. Route 32 and MD. Route 526.

This Agreement, made this 21 to day of Alltham.

19 %1, by and between the State of Maryland, acting by and through the Administration, hereinafter referred to as "State", party of the first part and the Mayor and City Council of the City of Westminster, a municipal corporation of the State of Maryland, thereinafter referred to as "City", party of the second part.

WITNESSETH: Whereas, the State proposes to improve Maryland

Boute 32 and Maryland Route 526, said work involving the resurfacing and/or

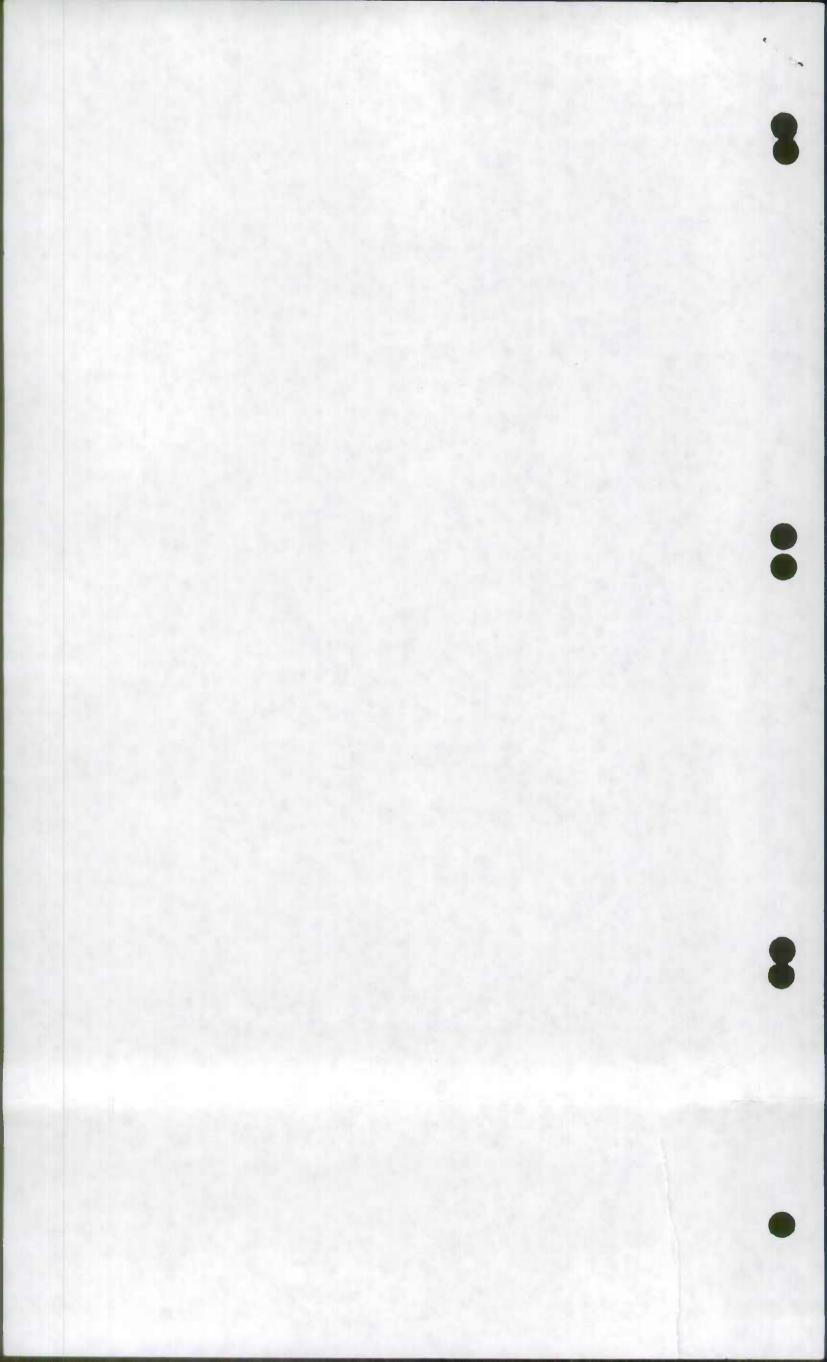
Construction of existing roadway, curb and gutter, sidewalks and necessary

storm drainage system, located in Carroll County and being known as

Contract CL referred to herein as the "Projects", and,

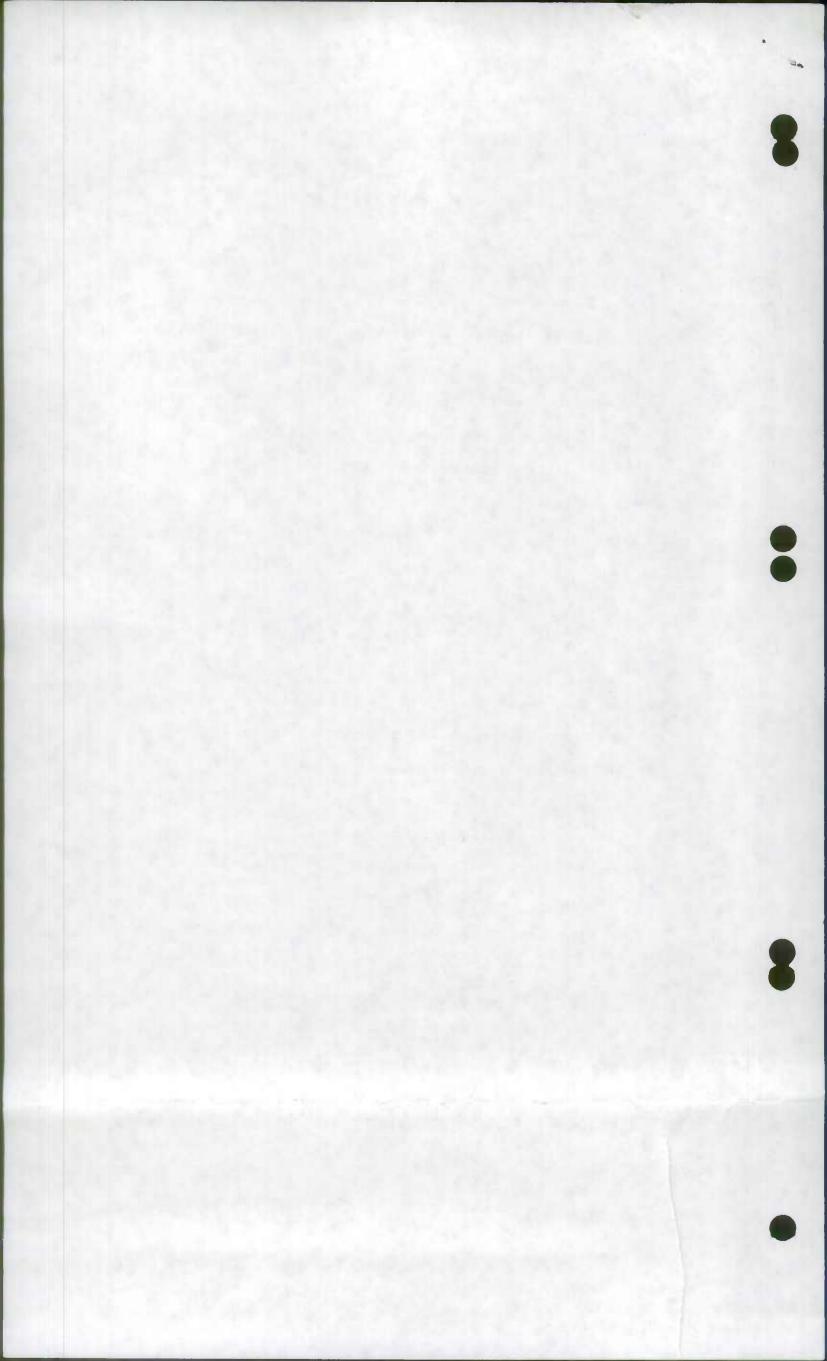
Now, therefore, this Agreement witnesseth, that for and in consideration of the premises and the sum of CHE DOLLAR (\$1.00) paid by each of the parties hereto to the other, receipt whe cof is hereby acknowledged, and the covenants and agreements herein contained, the parties do thereby agree as follows:

- (1) The City hereby agrees to retain a consultant engineer to perform the necessary preliminary engineering and necessary field surveys and preparation of design construction drawings and specifications including an engineer's estimate in preparation for the ultimate advertisement of three separate construction contracts.
- (2) The City will share in any preliminary engineering costs that is deemed the City's responsibility due to any capital improvements or betterment as determined by prior rights of its water, sewer and storm drain systems.



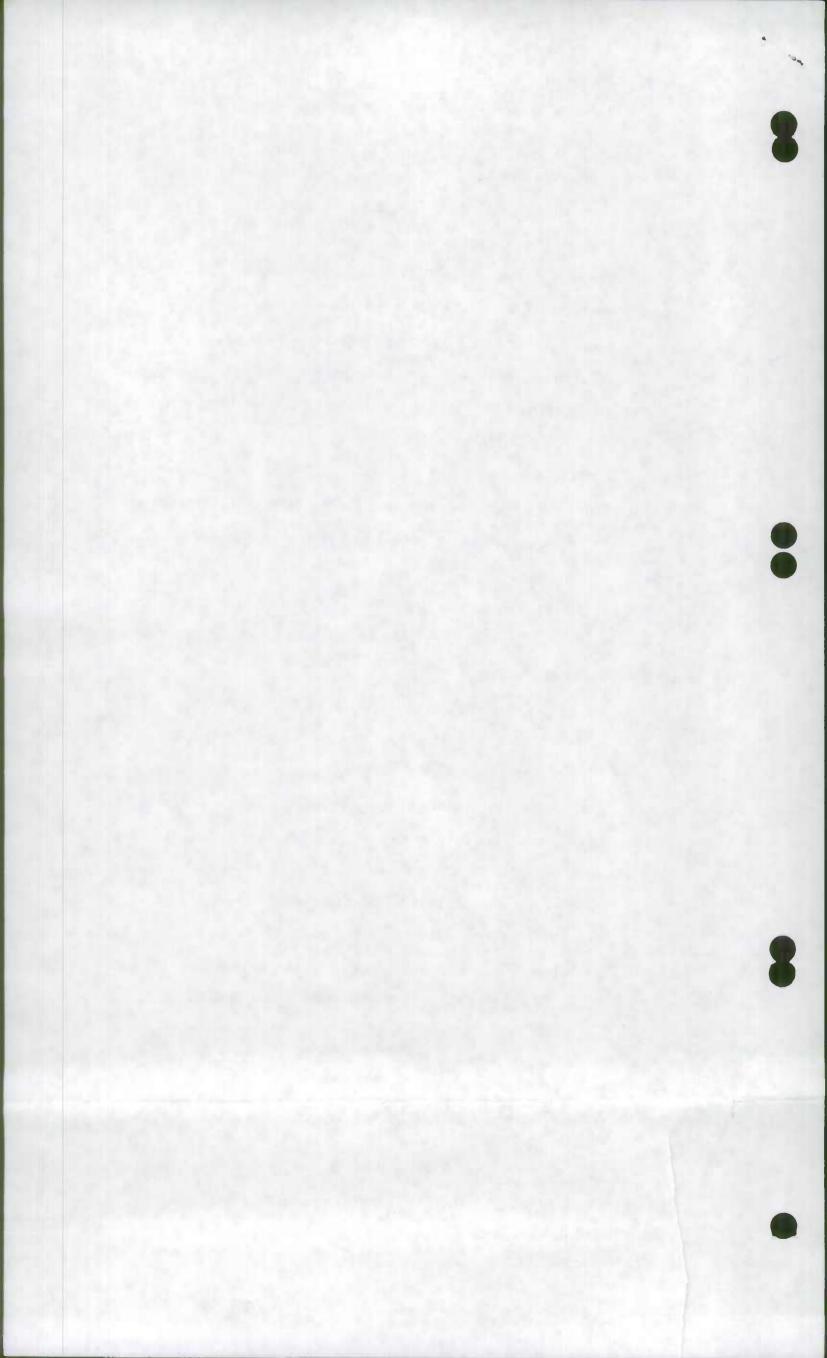
(3) Upon receipt of proposals for preliminary engineering the City will submit to the State for their review and approval prior to proceeding with any award or entering into any contracts. Any extra work orders for additional preliminary engineering costs must be approved by the State prior to any work being authorized.

- (4) The City shall submit preliminary plane (30%) to the State for review and a field investigation will be conducted. When semi-final (60%) plans are available they will be submitted to the State and a final review will be conducted. The final (85%) plans will be submitted to the State for review and approval.
- (5) The City will bill the State via the District Office, on a monthly basis for the State's share of preliminary engineering. This bill or voucher will be presented to the State and upon receipt, the State will promptly submit same for payment of funds due.
- (6) The State, upon approval of the final plans, specifications and cost estimate as submitted by the City, will advertise the Project for bids and administer the Project as follows:
 - a. The State will administer the construction of the Projection and provide construction inspection
 - b. The State will perform and test all materials supplied for the Project through a State Taboratory to conform to the State's specifications entitled, "Specifications for Naterials, Highways, Bridges and Incidental Structures", dated January, 1982 and the latest Interim Specification Addenda where applicable.
- (7) The State's share of the construction cost will include all grading, paving, curbing, concrete sidewalks, storm water drainage, line striping, signing for the above listed items.



- (8) The State agrees as part of the design and construction of these projects to provide adequate storm Brainage including outfalls from Main Street along certain side streets to reach the City's existing storm drainage systems. The State however is under no obligation to enlarge or rebuild any existing storm drains owned or operated by the City from the point where the State connects to the City's system as a result of the design and reconstruction of these projects.
- (9) The City would be responsible for any construction costs with respect to items such as landscaping if the City deems landscaping is desirable, any utility betterments or capital improvements as determined by prior rights incorporated into contracts by the City.
- (10) Construction funding and project advertisement for each project is to be determined by the State with concurrence in advertisement by the City.
- (11) The State and City stipulate that all work proposed in the Project will be performed on rights-of-way owned or controlled by the State or City.
- without the necessity of any further agreement between the parties hereto, the State does hereby agree to cransfer, convey and cuit claim by deed, subject to the approval of the Board of Public Works, unto the City and the City does hereby agree to accept such transfer from the State the following described section of the State highway as part of the City street system for future ownership and perpetual maintenance: No. Route 32 (Main Street) from Longwell Avenue to the City Limits, MD. Route 32 from Penasylvania Avenue to MD. Route 31 and MD. Route 526, from MD. Route 140 to Union Street.

The transfer of the above referenced State highways includes all street signing and traffic control devices currently owned and operated by the State Highway Administration. It is further understood that the City may not at the time the



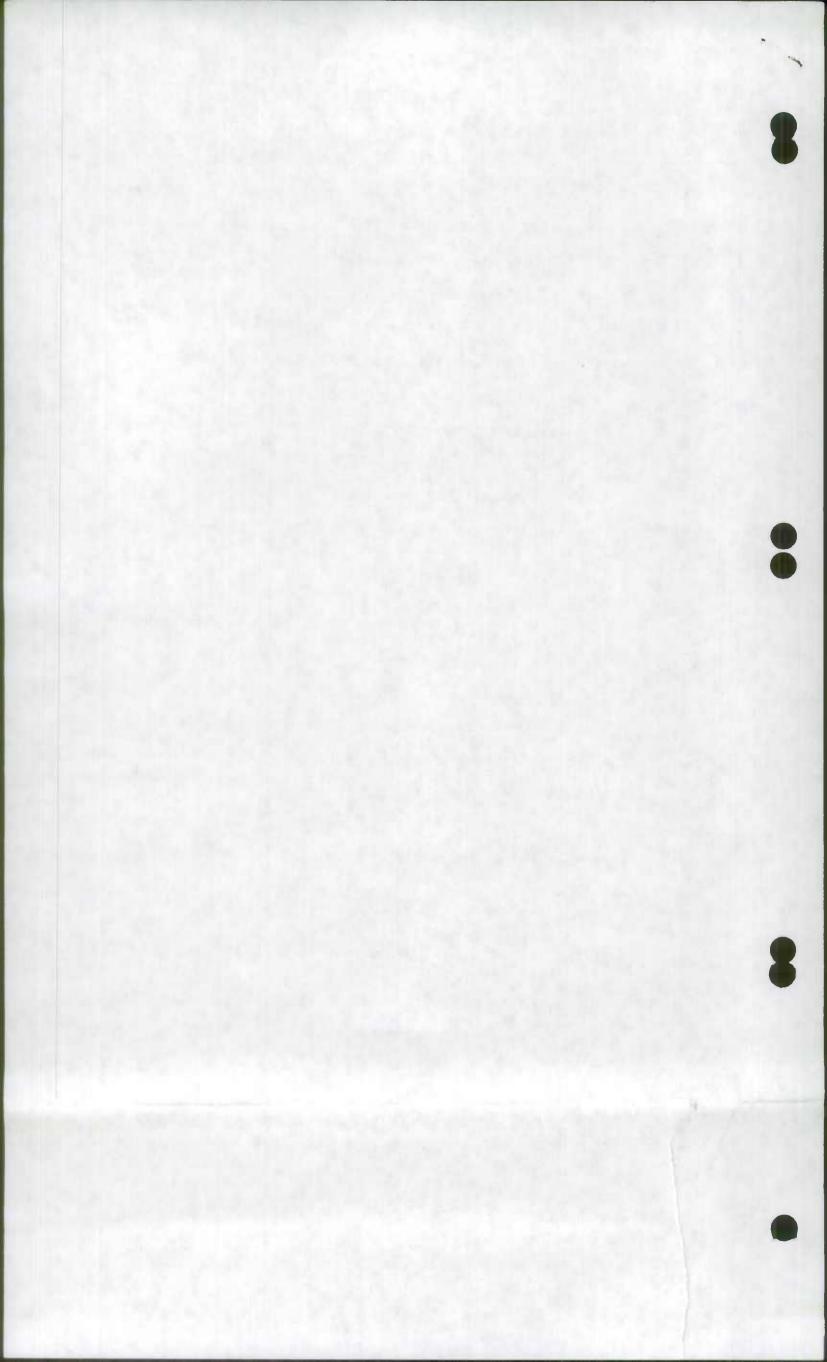
streets are complete have the capability of maintaining the traffic signals along the said highways and therefore the State will agree to continue to maintain the signals if the City so requests at the sole cost of the City. It is understood that the signals at the intersection of Maryland 27 and Maryland 3 will remain the property of the State Highway Administration and will not be subject to this agreement.

- (13) It is understood and agreed between the parties that the change in status of the aforegoing sections of the State highway is authorized under the following conditions:
 - a. The mileage indicated will be included in the City's inventory as of December 1st of the year following completion of the reconstruction of the section of road described above.
 - b. The basis for the allocation of funds will include the additional miles in the allocation to the City beginning.

 July 1st of the year following the year and date set forth in Item (a) hereof.
 - c. The effective date for the transfer of each section of this road is upon completion and final occeptance of each section by the State of the improvements of MD. Route 32 and MD. Route 526.

THIS AGREEMENT when properly executed shall inure to be binding upon the parties hereto, their agents, successors and assigns.

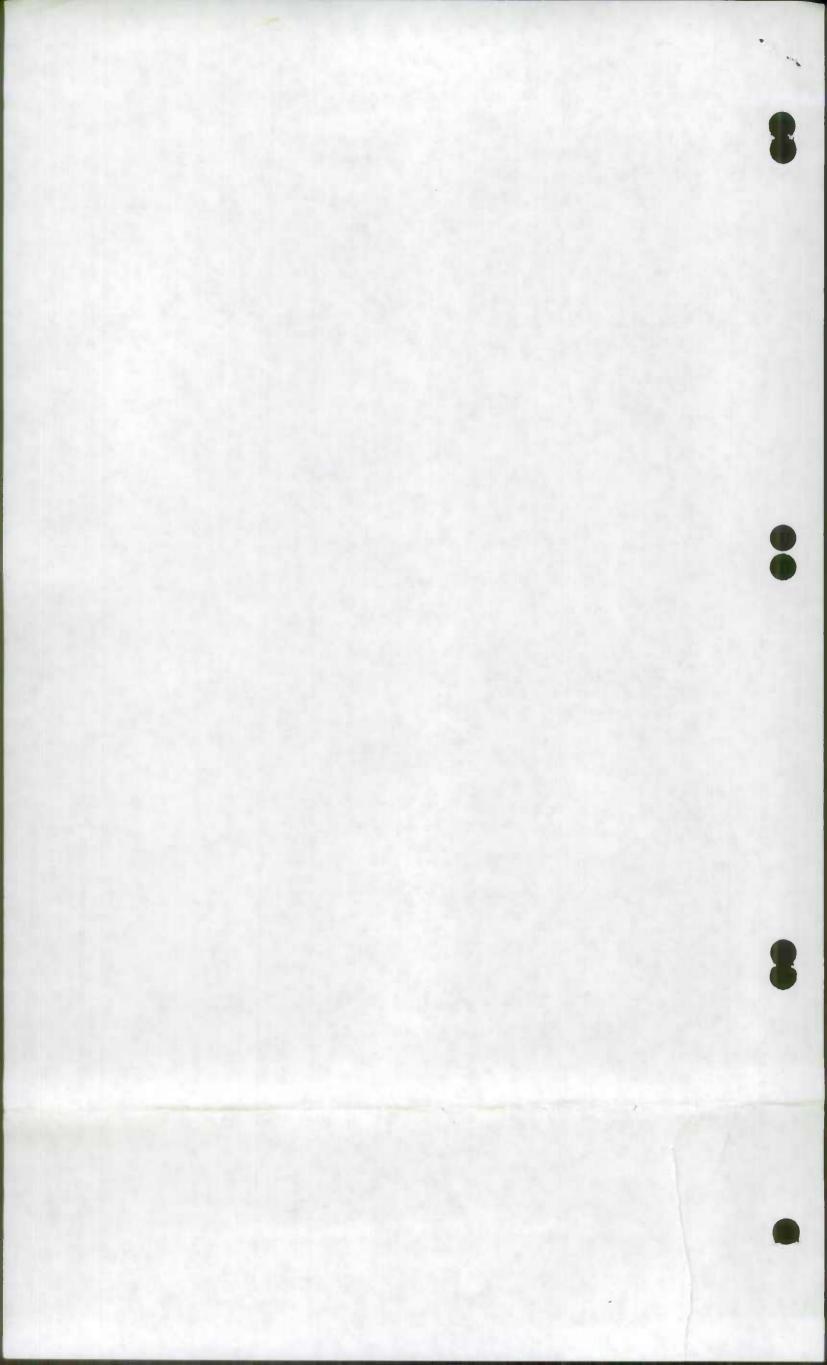
IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized the day and year first above written.



STATE HIGHWAY ADMINISTRATION Recommended for Approval: STATE OF MARYLAND Administrator Chief Engineer State Highway Administration Approved as to Form and Legal Sufficiency this 877 day of Octo862 , 1987. District Engineer OCTOBER_ Assistant Attorney General Mayor and Common Council Westminster, Maryland Attesti ty clerk Budderan BY: Le Recommended for Approval Recommended for Approval Director of Planning City of Westminster Director of Public Works City of Westminster APPROVED for legal Form and Sufficiency this 15th day of 1987. City Attorney Jo. Gallowas

COLUMN SHIP WASTING

the table



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

November 24, 1986

Director Pedersen, Office of Planning and Preliminary Engineering, executed a Road Transfer Agreement dated November 20, 1986 between the State Highway Administration and the City of Westminster 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 City of Westminster

Maryland 32 from Maryland 140 to Maryland 31,

MD 32,

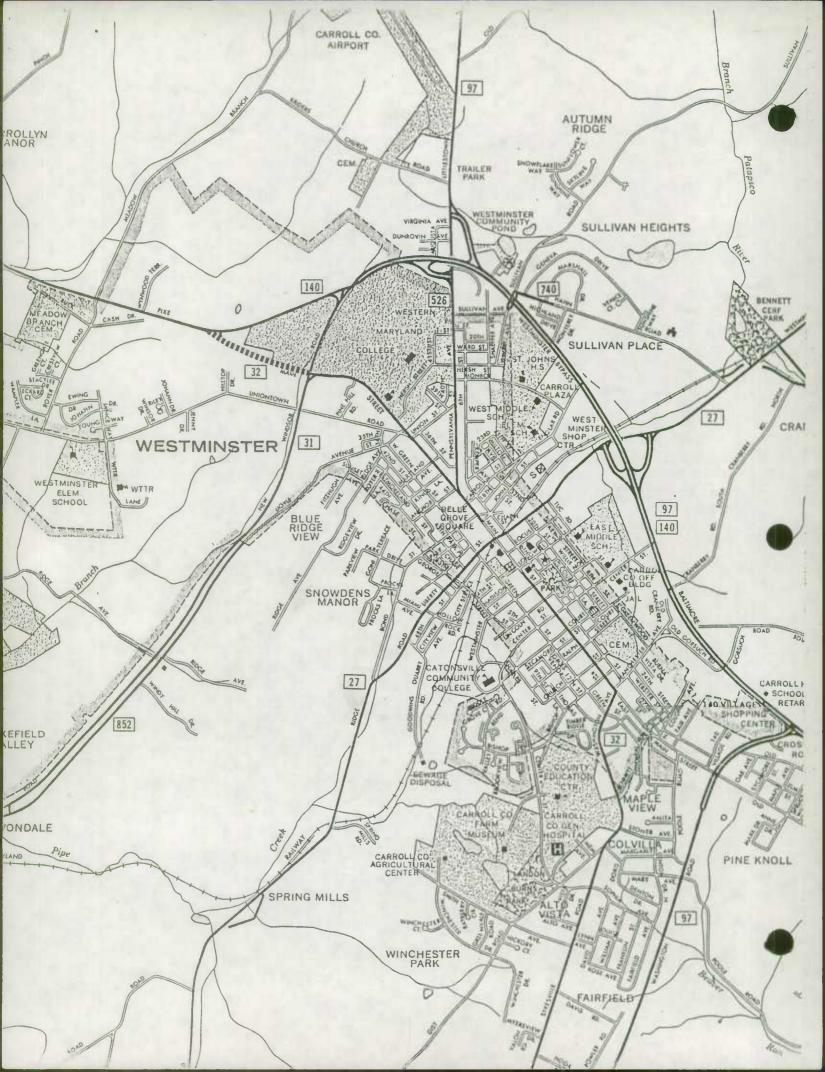
A total distance of +0.43 miles

Mu 0624 (WMC Drive)

Said agreement had previously been executed by the Mayor of the City of Westminster and approved as to form and legal sufficiency by Assistant Attorney General Jean A. Colburn.

ELD: bkm

Mr. H. Kassoff Ms. R. W. Byron Mr. E. S. Freedman Mr. J. A. Agro Mr. W. E. Ensor Mr. T. Watts Mr. W. R. Clingan Mr. T. Hicks Mr. G. D. Lockard Mr. J. M. Welsh Mr. G. A. Courtney Mr. C. Lee Mr. L. Brocato Mr. E. M. Loskot Mr. A. M. Capizzi Mr. R. C. Pazourek Mr. N. J. Pedersen Mr. E. Chambers Mr. J. T. Neukam Mr. K. Oelmann Mr. R. Weaver Mr. G. R. Straub Mr. L. Ege Mr. J. E. Schene Mr. R. J. Finck Mr. K. V. Dodson Mr. J. S. Koehn Mr. J. Shea Secretary's File Mr. J. L. White Mr. R. C. Davison Mr. P. E. Becker Mr. M. Munk Mr. R. L. Daff

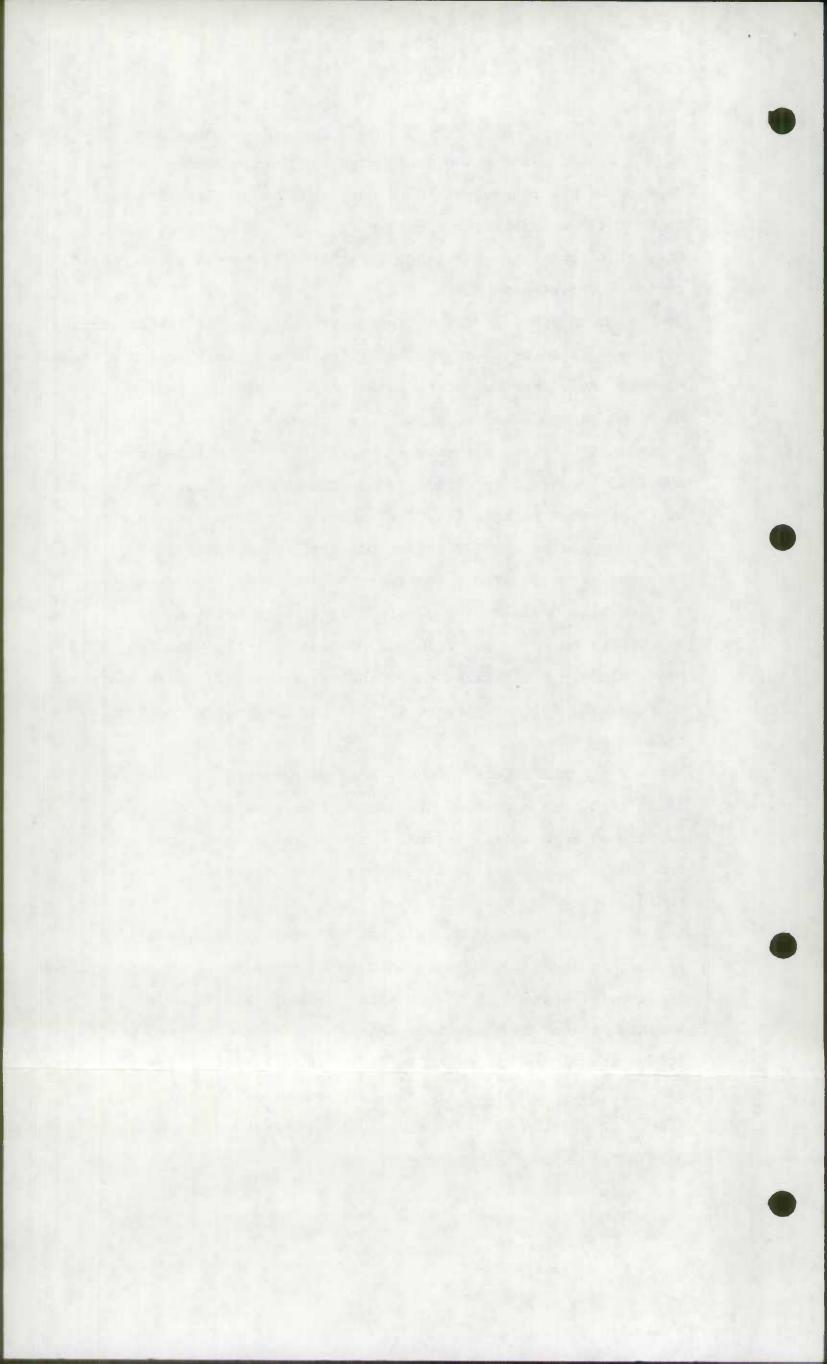


THIS AGREEMENT made this 20th day of November, 1986, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part and the City of Westminster, Maryland, hereinafter referred to as "City", party of the second part.

WHEREAS, under the 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 jurisdication 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, for the purpose of reducing the cost of road maintenance.

WHEREAS, the "Highway Administration", party of the first part, has agreed to transfer the hereinafter described section of road to the "City", party of the second part, and the "City" has agreed to accept same as an integral part of the Municipal 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 "City" and the "City" 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 Municipal Highway System.

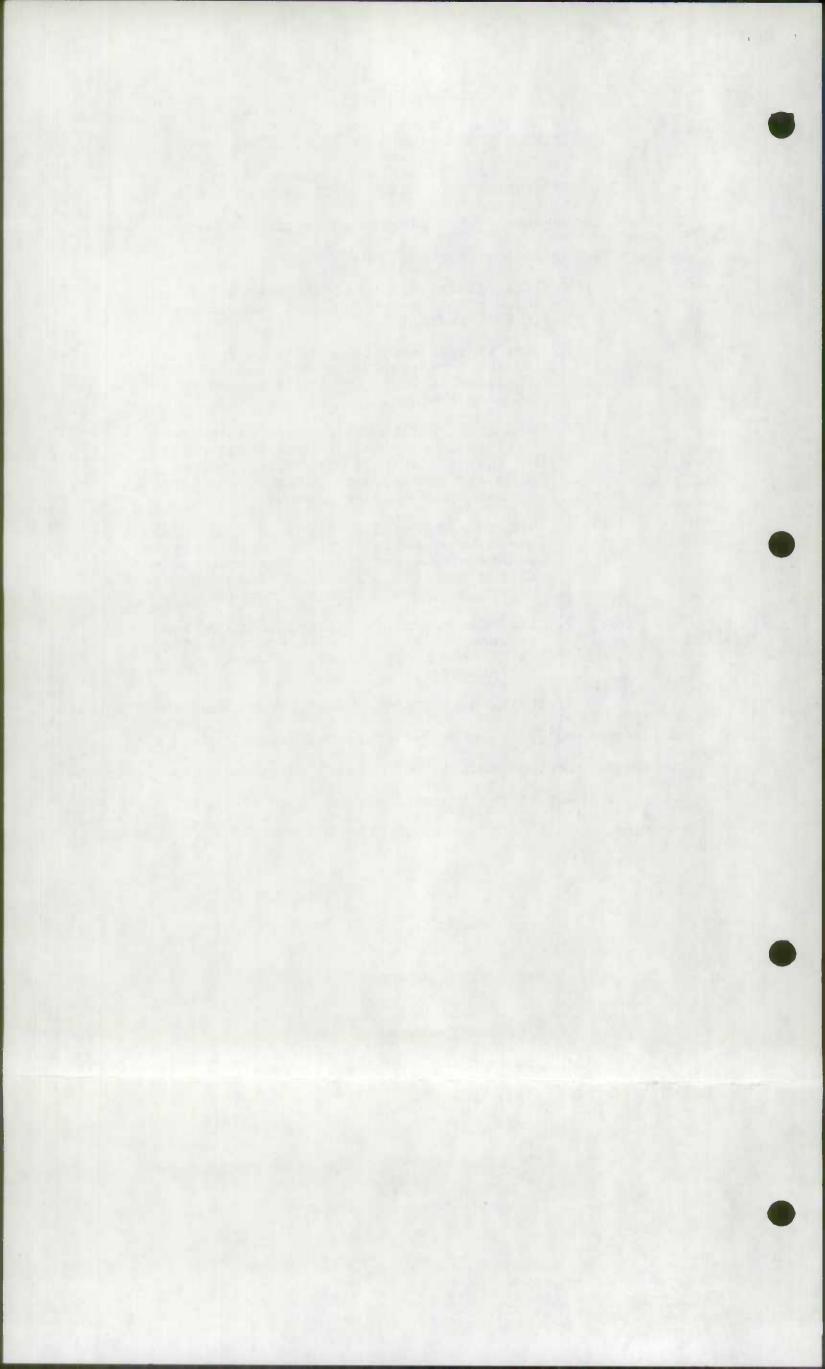


MD 32 (Main Street) from MD 140 to MD 31, a distance of ± 0.43 miles.

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:

- 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 ±0.43 miles in the allocation to the "City" 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 "City" accepts jurisdiction over and responsibility for the maintenance of said roads as of the effective date of the 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 "City", 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:

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

Chief, Bureau of Highway
Statistics

WITNESS:

Director, Office of Planning & Preliminary Engineering

Approved as to form and legal sufficiency this 16 day of

Assistant Attorney General

October , 1986

MAYOR AND COMMON COUNCIL OF WESTMINSTER, MARYLAND

RECOMMENDED FOR APPROVAL:

Surey & Mily

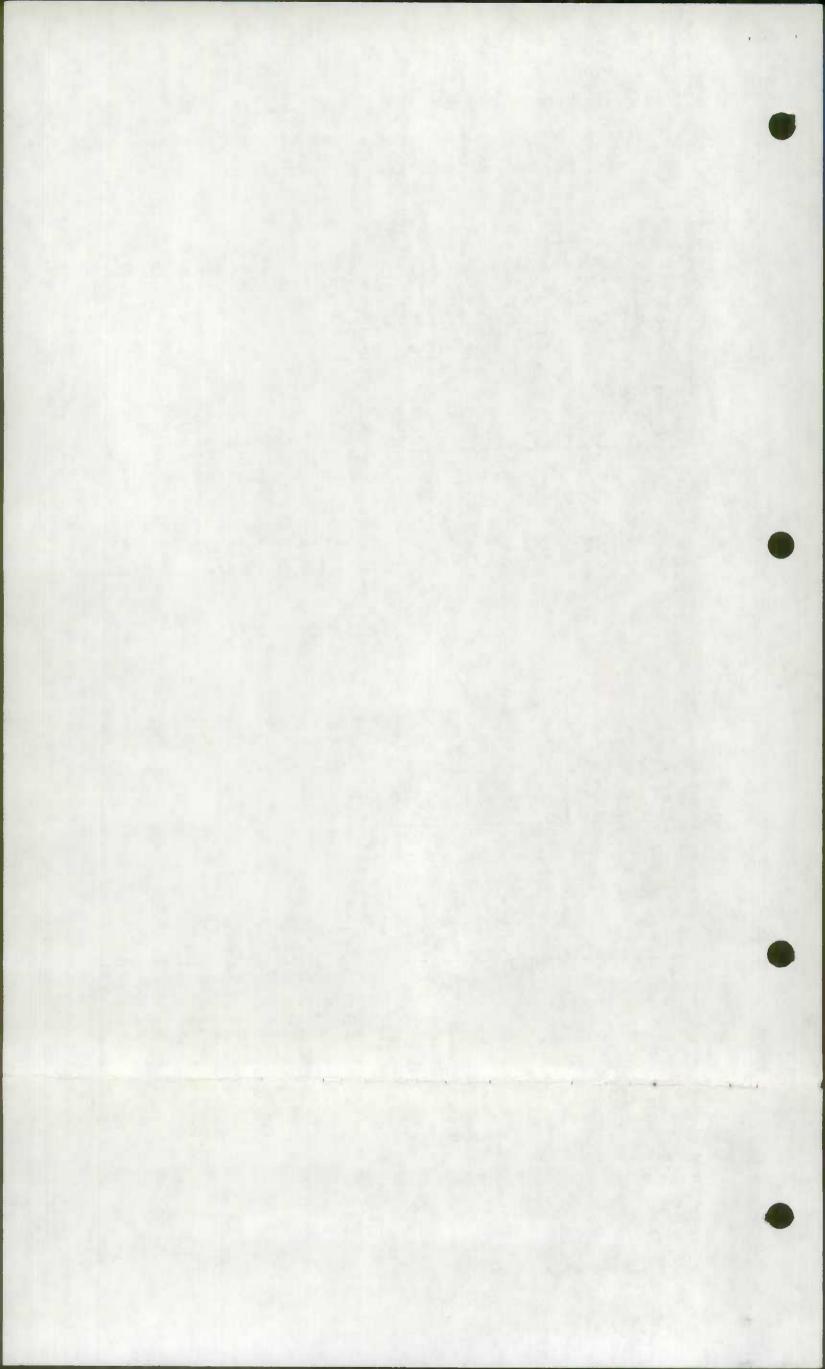
Director of Planning and Public Works

WITNESS:

John D. Dudderar BY: Lay P. Com.

Approved as to form and legal sufficiency this Jotday of October, 1986,

Michael M. Golloway
City Attorney



SUMMARY OF TRANSFER AGREEMENT DATED SEPTEMBER 10, 1986

BETWEEN STATE HIGHWAY ADMINISTRATION AND THE CITY OF WESTMINSTER

The State Highway Administration transfers, conveys and quit claims by deed the following sections of road inside Westminster:

MD 32 (Main Street) - from Bond Street to MD 526 (Pennsylvania Avenue, a distance of 0.14 miles, +\-.

MD 526 - from MD 32 (Main Street) to Union (Pennsylvania Avenue) Street, a distance of 0.33 miles, +\-.

Transfer aggreement worked up by Wayne Clingan, District Engineer.

DATE OF ACCEPTANCE FOR MAINTAINANCE: December 28, 1990

NOTE: Roads will retain the route numbers "MD 32" and "MD 526",
but will be designated as "municipally maintained". Mileage
credited in 1990 improvement year.

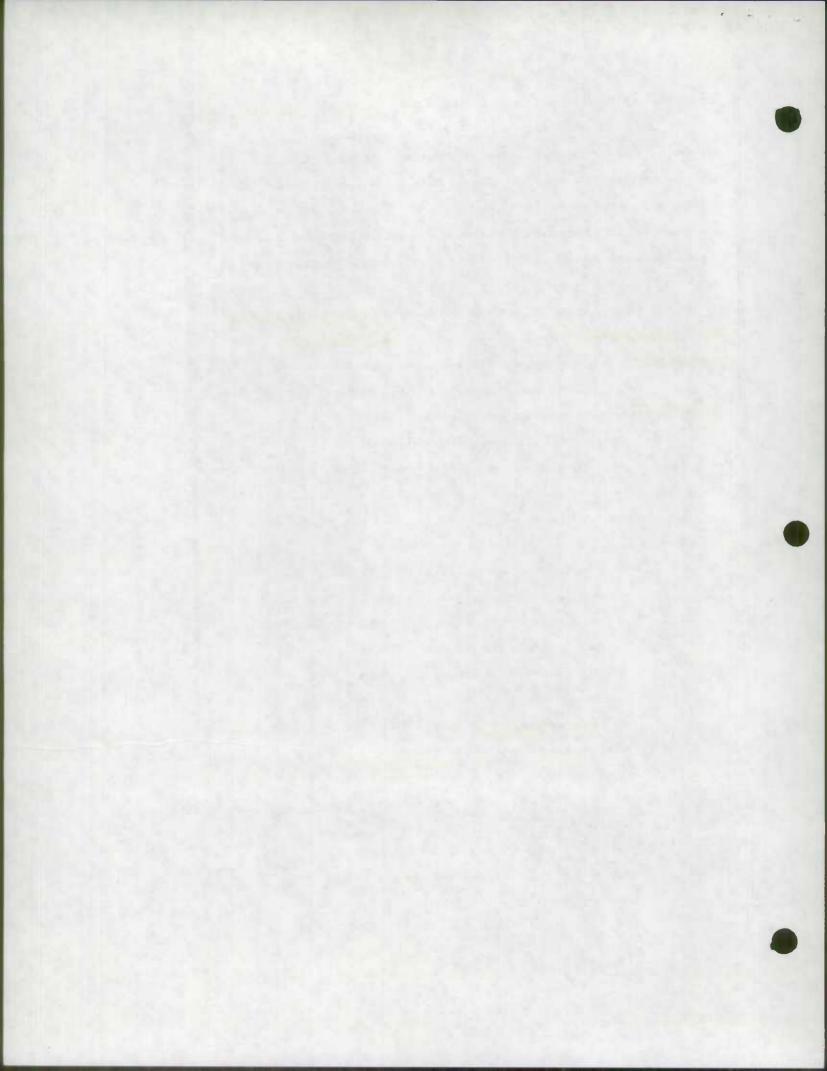
Agreement between the State of Maryland and the City of Westminster for reconstruction on MD Route 32 and MD Route 526.

This Agreement, made this 10 day of Light 1986, by and between the State of Maryland, acting by and through the Administrator of the Maryland Department of Transportation, State Highway Administration, hereinafter referred to as "State", party of the first part, and the Mayor and Common Council of the City of Westminster, a municipal corporation of the State of Maryland, thereinafter referred to as "City", part of the second part.

WITNESSETH: Whereas, the State proposes to improve Maryland Route 32 and Maryland Route 526, said work involving the resurfacing and/or reconstruction of existing roadway, curb and gutter and necessary storm drainage system, located in Carroll County and being known as Contract CL-706-509-783 referred to herein as the "Project"; and,

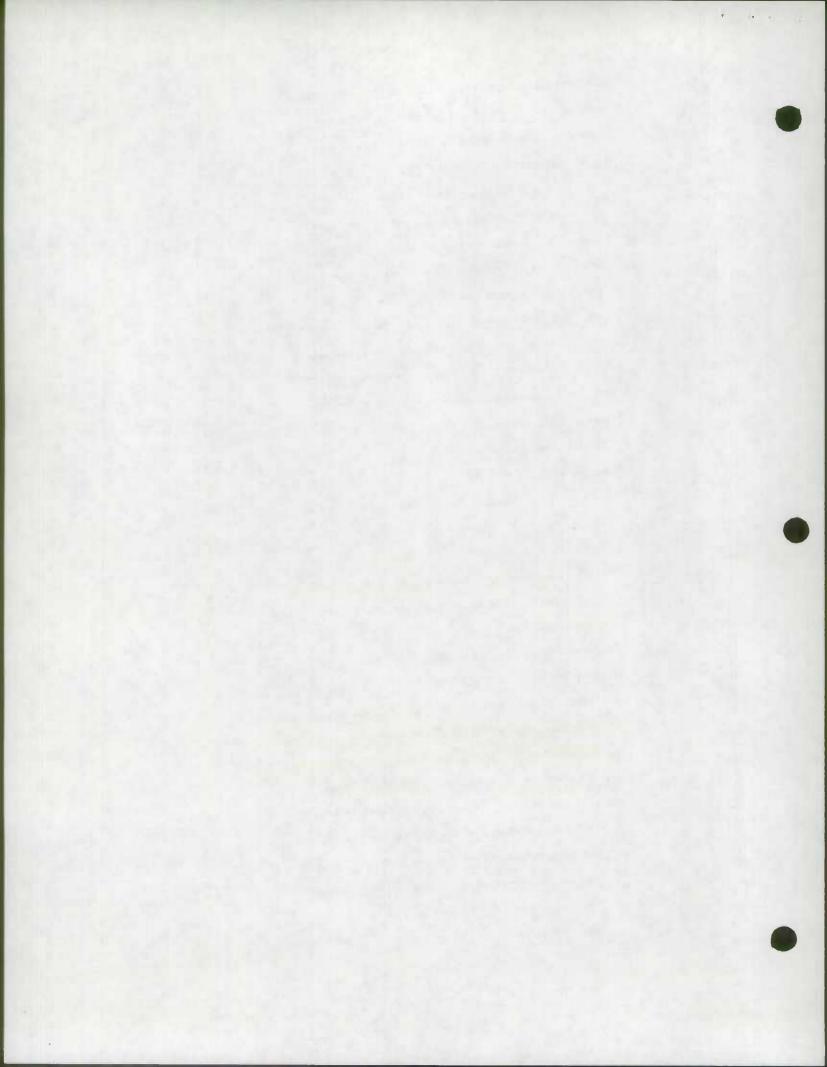
Now, therefore, this Agreement witnesseth, that for and in consideration of the premises and the sum of ONE DOLLAR (\$1.00) paid by each of the parties hereto to the other, receipt whereof is hereby acknowledged, and the convenants and agreements herein contained, the parties do thereby agree as follows:

- (1) The City hereby agrees to perform the preliminary engineering, all necessary field surveys and preparation of design plans, specifications and Engineer's estimate for the ultimate advertisement of the project.
- (2) The City's share of the preliminary engineering will be one half of the total cost of the design of the entire drainage system including storm water management that relates to any inlets and pipes on city streets that inlet to the MD Route 526 drainage system, the storm water management pond and its outfall.
- (3) The State's share of the preliminary engineering cost will be all other costs for the project, to include one half the cost of design for hydraulic



studies/drainage system, to a maximum of \$8,500. The exact amount of the State's share will be determined upon selection of an engineer and upon approval by the State.

- (4) The contract for preliminary engineering will be submitted to the State for review and approval prior to proceeding with the award. Any extra work orders for additional preliminary engineering costs must be approved by the State.
- (5) The City shall submit preliminary plans (30%) to the State for review and a field investigation will be conducted. When semi-final (60%) plans are available they will be submitted to the State and a final review will be conducted. The final (85%) plans will be submitted to the State for review and approval.
- (6) The City will bill the State, via the District
 Office, on a monthly basis for the State's share
 of preliminary engineering. This bill or voucher
 will be presented to the State and upon receipt,
 the State will promptly submit same for payment
 of funds due.
- (7) The State upon approval of the final plans, specifications and cost estimate will advertise the Project for bids and adminster the project as follows:
 - a. The State will administer the construction of the Project and provide construction inspection.
 - b. The State will perform and test all materials supplied for the Project thru a State Laboratory to conform to the State's specifications entitled, "Specifications for Materials, Highways, Bridges and Incidental Structures", dated January, 1982 and the latest Interim Specifications Addenda where applicable.

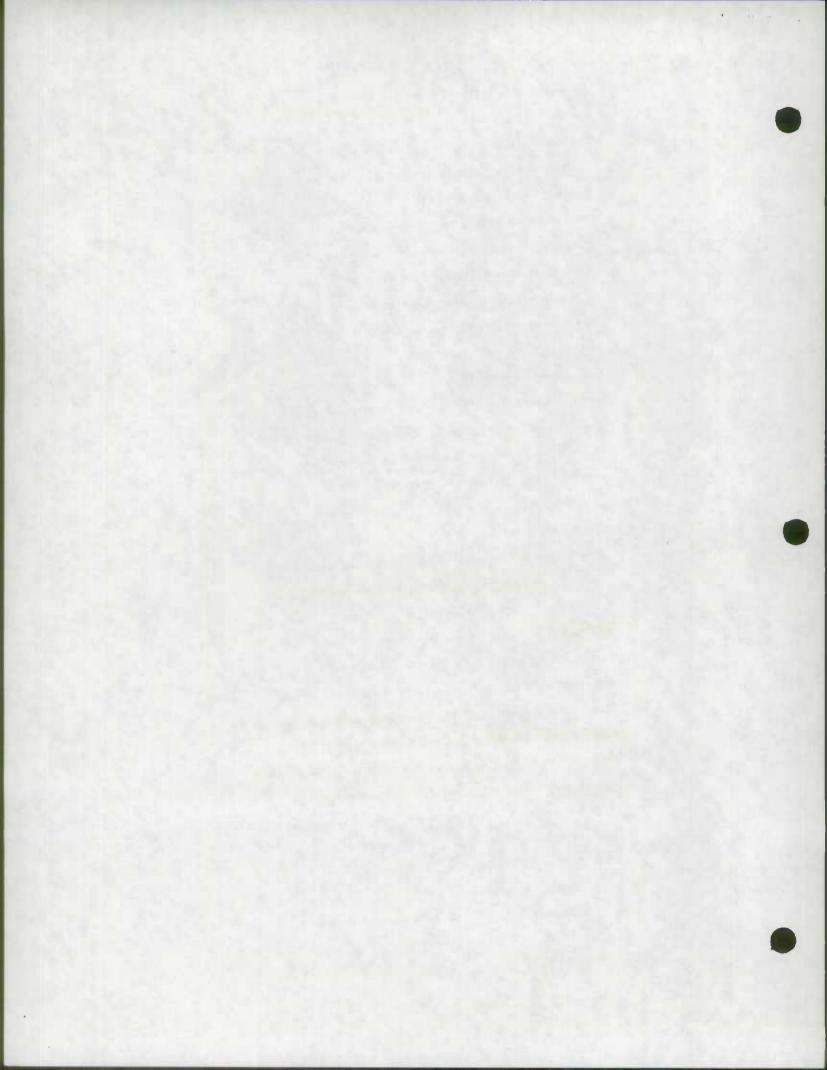


- (8) The State will bill the City on a monthly basis for the City's share of the construction costs.

 The exact amount of each party's share will be determined from a tabulation of the final costs incurred in the construction of the Project.

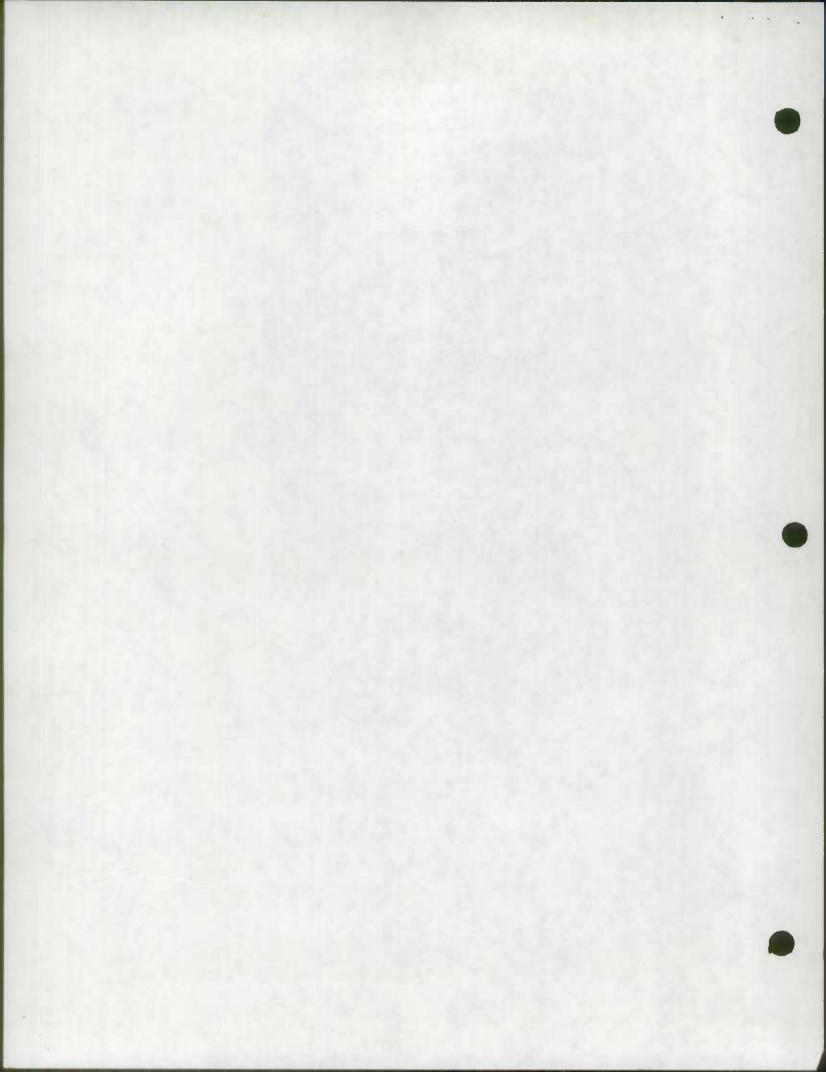
 Construction costs include salaries and wages for Construction Inspection, Material Inspection, and other associated salaries. The State will also be reimbursed for associated Administrative and.

 General expenses at the prevailing rate applied on the basis of direct labor. The Administrative and General expenses shall include payroll burden and other administrative overhead costs of the State.
- (9) The State and City stipulate that all work proposed in the Project will be performed on rights-of-way owned or controlled by the State or City.
- without the necessity of any further agreement between the parties hereto, the State does hereby agree to transfer, convey and quit claim by deed, subject to the approval of the Board of Public Works, unto the City and the City does hereby agree to accept such transfer from the State the following described section of the State highway as part of the City street system for future ownership and perpetually maintenance: MD Route 32 (Main Street) from Bond Street to MD Route 526 (Penna. Avenue) and MD Route 526 from MD Route 32 (Main Street) to Union Street.
- (11) It is understood and agreed between the parties that the change in status of the aforegoing section of the State highway is authorized under the following conditions:
 - a. The mileage indicated will be included in the City's inventory as of December 1st of the



year following completion of the reconstruction of the section of road described above.

- b. The basis for the allocation of funds will include the additional miles in the allocation to the City beginning July 1st of the year following the year and date set forth in Item (a) hereof.
- c. The effective date for the transfer of this road is upon completion and final acceptance by the State of the improvements on MD Route 32 and MD Route 526.



This Agreement when property executed shall inure to be binding upon the parties hereto, their agents, successors and assigns.

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

Recommended for Approval:

Chief Engineer State Highway Administration

State Highway Administration

State of Maryland

Administrator

Approved as to Form and Legal Suffigurency this day of

Attorney See

ATTEST:

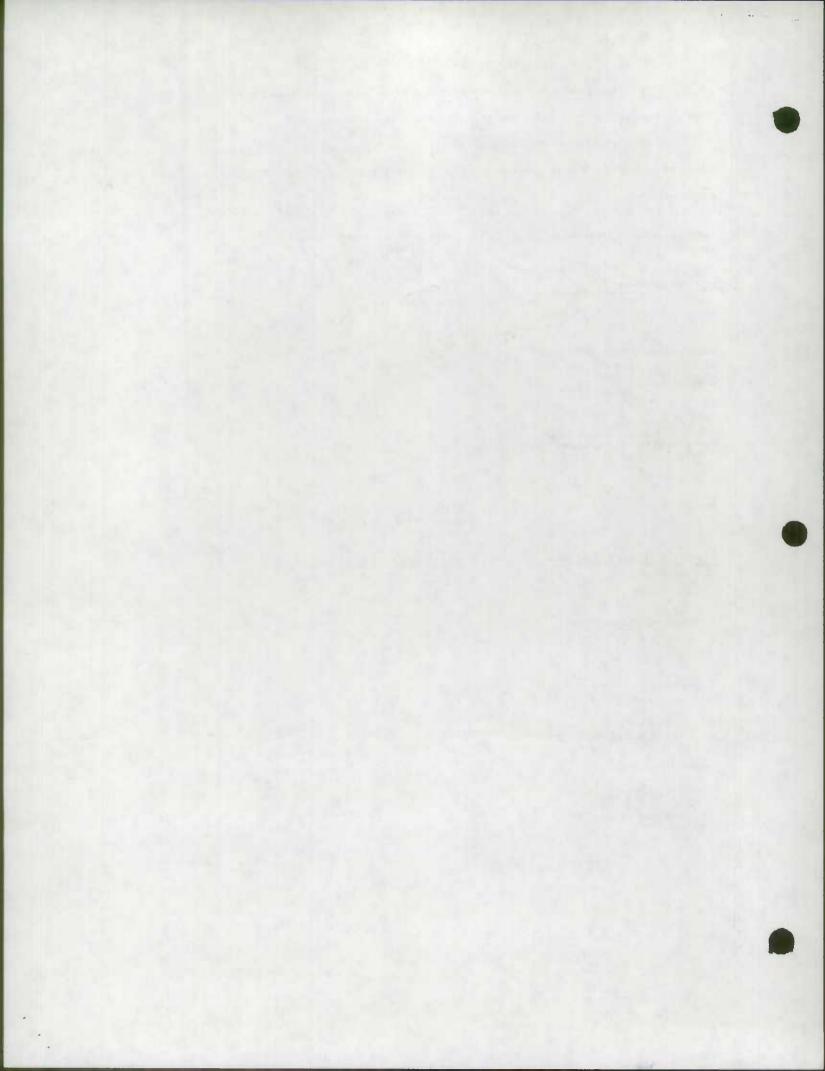
Mayor & Common Council Westminster, Maryland

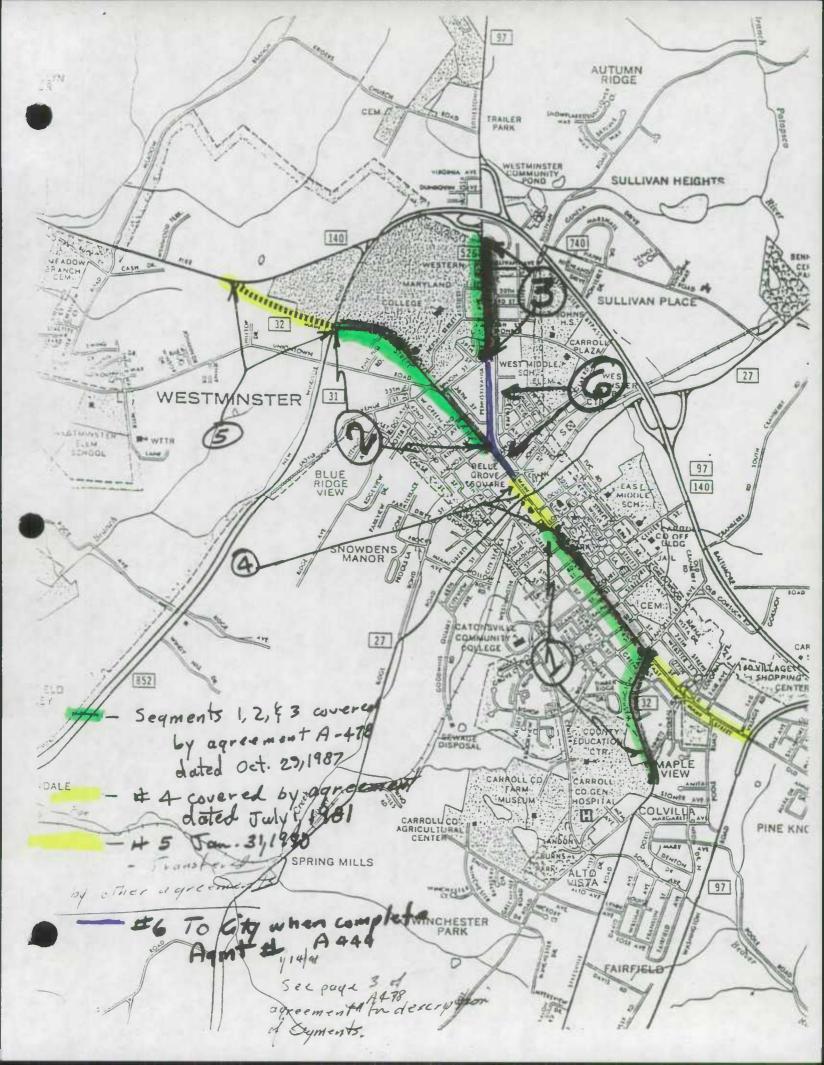
Recommended for Approval

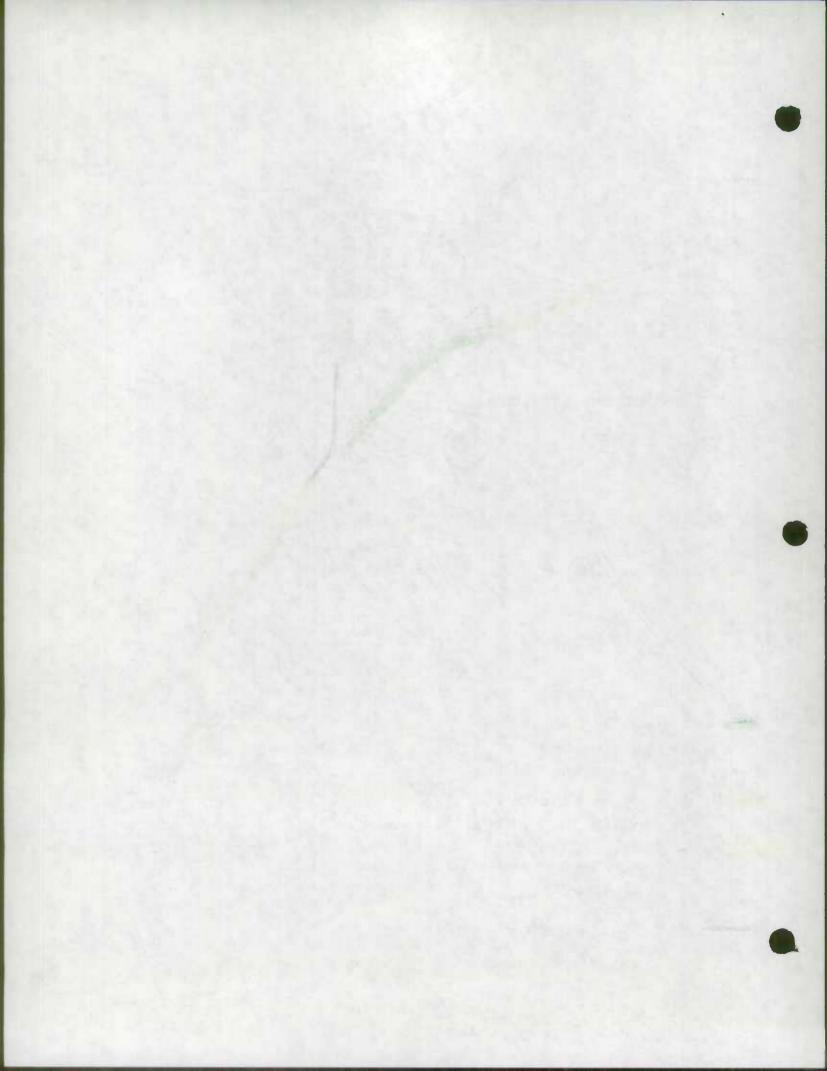
Director of Planning & Public Works, City of Westminster

Approved as to Form and Legal Sufficiency this 30th day of Lune , 1986.

City Attorney









Maryland Department of Transportation State Highway Administration

Richard H. Trainor Secretary Hal Kassoff
Administrator

December 28, 1990

PLEASE REPLY TO: OFFICE OF DISTRICT ENGINEER F. O. BOX 308 FREDERICK, MARYLAND 21701

Thomas, Bennett & Hunter, Inc. 70 John Street P.O. Box 309
Westminster, Md. 21157

RE: Contract CL-706-509-771
Reconstruction of Portions
MD 32 and MD 526, Main Street
and Pennsylvania Avenue in the
City of Westminster
PDMS #063113
Final Inspection/November 5, 1990

RECEIVED

3 1991

HIGHWAY IN ORMATION SERVICES DIVISION

Gentlemen:

A final inspection was conducted on this project on November 5, 1990 and the project is accepted for maintenance. The following individuals were in attendance:

Mr. Wayne Clingan
Mayor Brown
City of Westminster
William S. Mowell
Robert L. Fisher
Ron Ritz
SHA
SHA

Because of the cracked sidewalk, and in accordance with the letter dated December 13, 1990, from the City of Westminster, the final quantities and final acceptance of this project will be deferred until replacement of the damaged sidewalk is completed at contract unit cost. Removal cost for removal of the 5 inch concrete remains to be negotiated.

Final acceptance of this project will be given as soon as a materials clearance is given by the State Highway Administration Laboratory and provided the condition described above is satisfactorily completed.

Wayne R. Clingan District Engineer

WRC/RLF/jaw

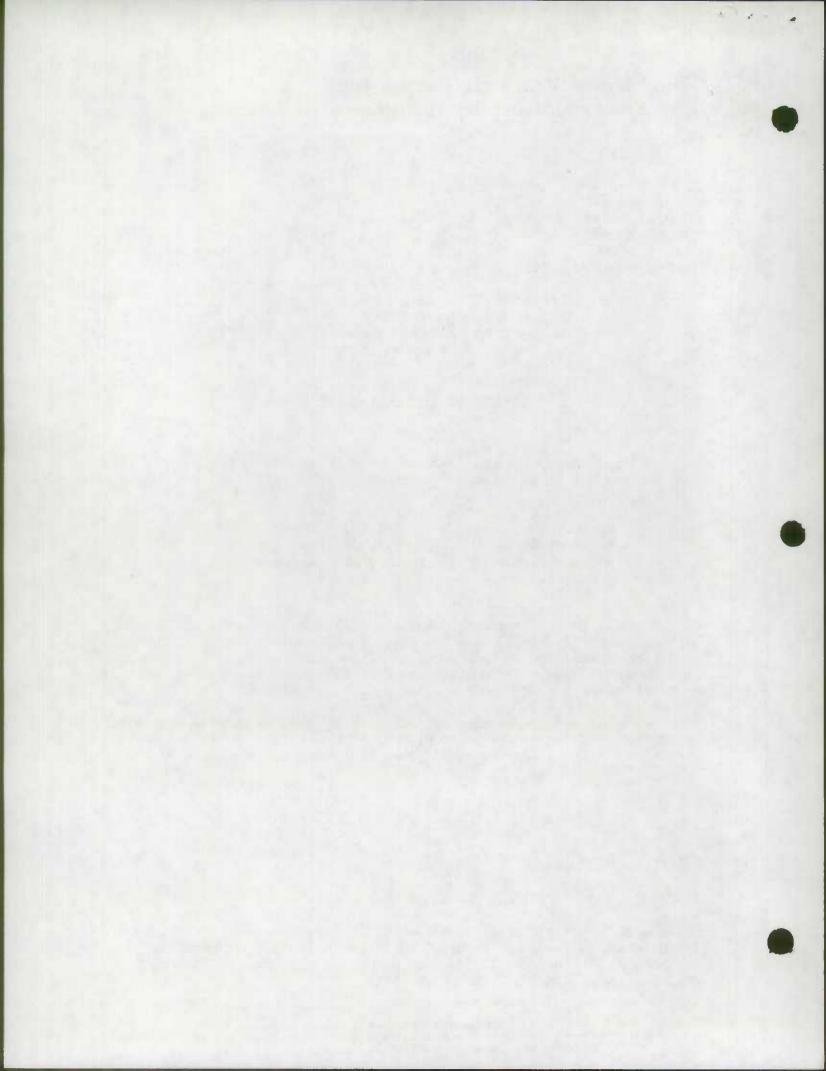
L. Homer, B. Olsen, J. Welsh, A. Tahir, J. Neukam, R. Pazourek, R. Weber,

A. Hawkins, E. Ensor, G. Boyd, W. Burdette, J. Koehn, R. Snyder/CID,

J. Schene, G. Courtney, T. Jenkins, G. Straub, T. Hicks, R. Fisher,

C. Watkins, E. Arnold, P. Brode, R. Ritz

My telephone number is (301)



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

August 8, 1985

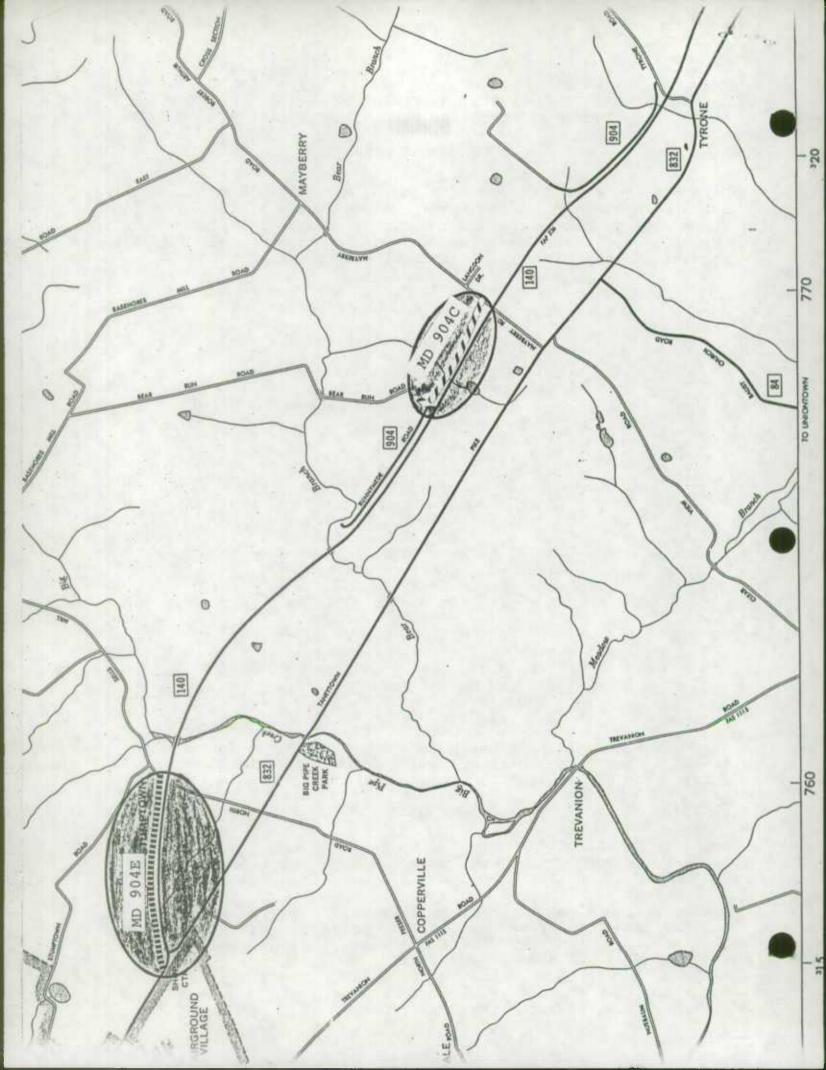
Director Pedersen, Office of Planning and Preliminary Engineering executed a Road Transfer Agreement dated August 6, 1985, between the State Highway Administration and Carroll County relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

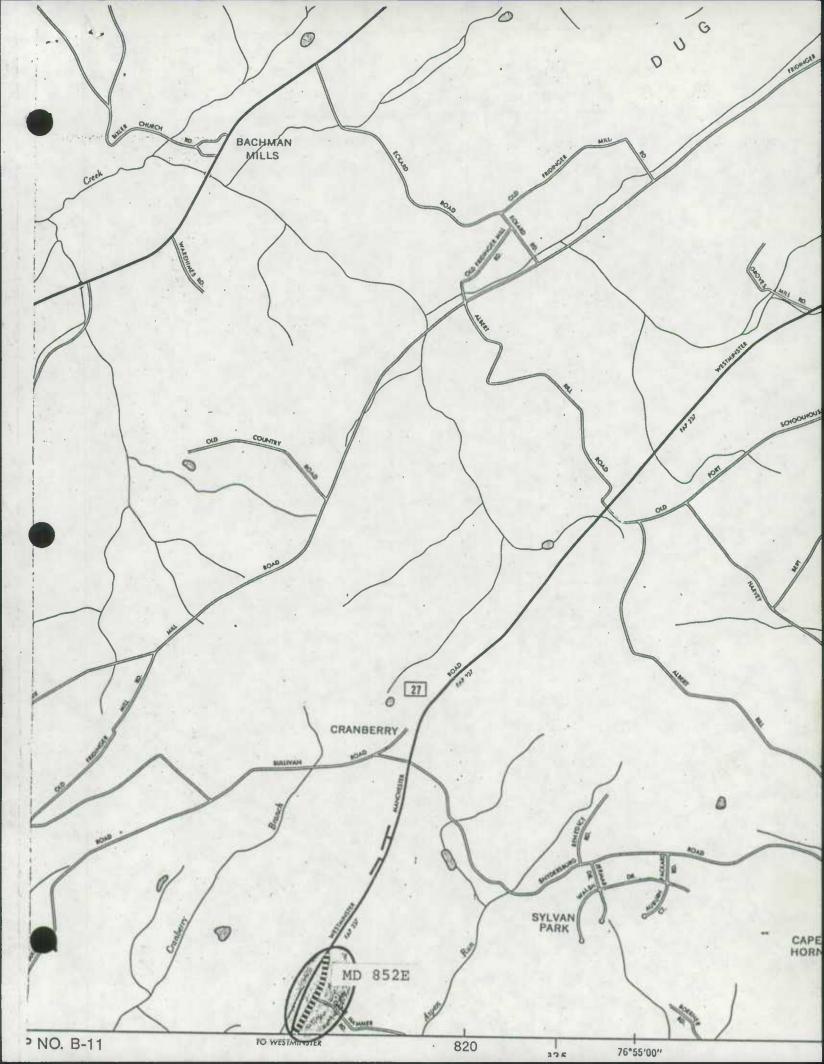
- MD 904E (Sells Mill Road) from MD 140 to the end of SHA maint- range Co. 41 enance A total distance of +0.80 mile
- MD 904C (Bear Run Road) from
 Mayberry Road (Co. #65) to
 the end of SHA maintenance,
 north of Runnymede Road
 A total distance of +0.52 mile
- MD 852E from MD 27, south of Gable Hammer Road to MD 27, north of Gable Hammer Road A total distance of +0.31 mile
- MD 740A (Hahn Road) from MD 740 (Sullivan Road) to the end of SHA maintenance A total distance of +0.14 mile
- MD 740 (Sullivan Road/Wimpert Avenue) from Sullivan Avenue, 0.05 mile south of MD 140 to co. 1126-8531 the end of SHA maintenance, 0.06 mile north of MD 140 A total distance of +0.11 mile

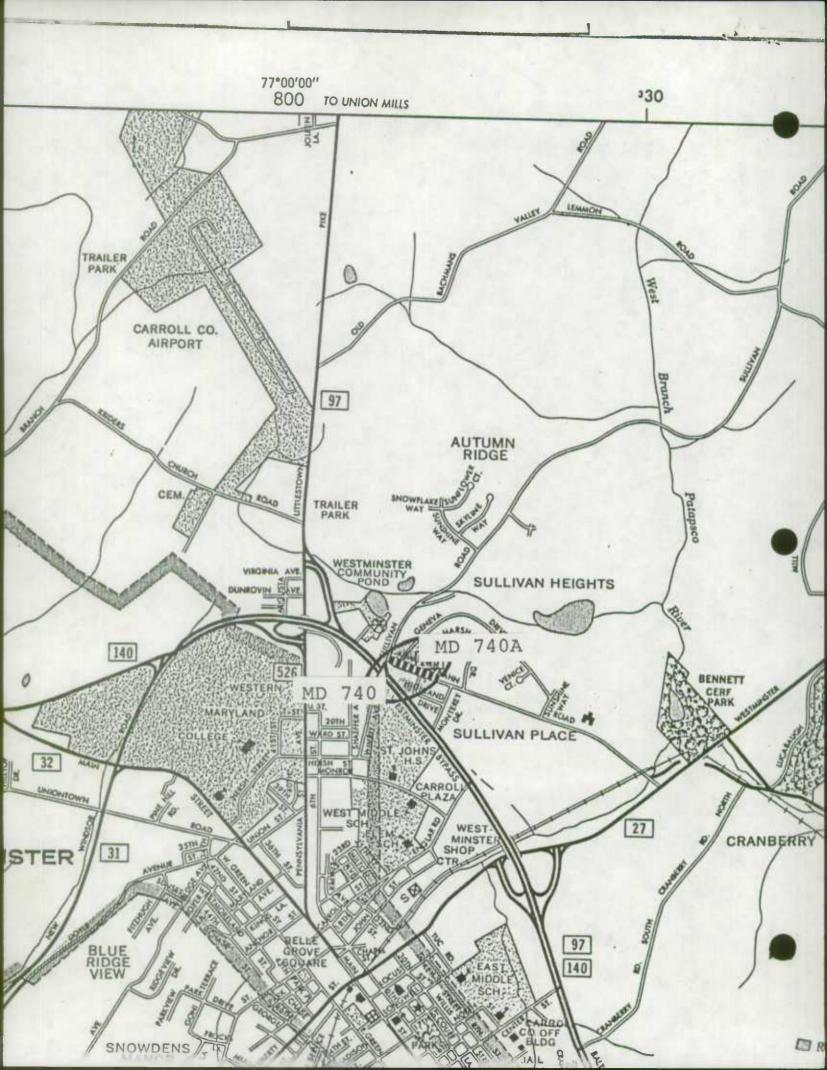
Said agreement had previously been executed by the President of the Board of County Commissioners and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

GLS:elh

cc:	Mr. H. Kassoff	Ms. R. W. Byron	Mr. E. S. Freedman
	Mr. J. Agro	Mr. Wm. E. Ensor	Mr. T. Watts
	Mr. G. E. Dailey	Mr. G. R. Straub	Mr. T. Hicks
	Mr. J. M. Welsh	Mr. J. L. Anders	Mr. C. Lee
	Mr. E. M. Loskot	Mr. D. Ramsey	Mr. A. M. Capizzi
	Mr. N. J. Pedersen	Mr. E. Chambers	Mr. R. C. Pazourek
	Mr. J. T. Neukam	Mr. K. Oelmann	Mr. R. Weaver
	Mr. W. R. Clingan	Mr. L. Ege	Mr. J. E. Schene
	Mr. R. J. Finck	Mr. K. V. Dodson	Mr. J. S. Koehn
	Mr. J. L. White	Secretary's File	Mr. J. Shea
	Mr. R. C. Davison	Mr. P. E. Becker	Mr. M. Munk







THIS AGREEMENT made this 6th 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 Carroll County, Maryland, hereinafter referred to as "County", party of the second part.

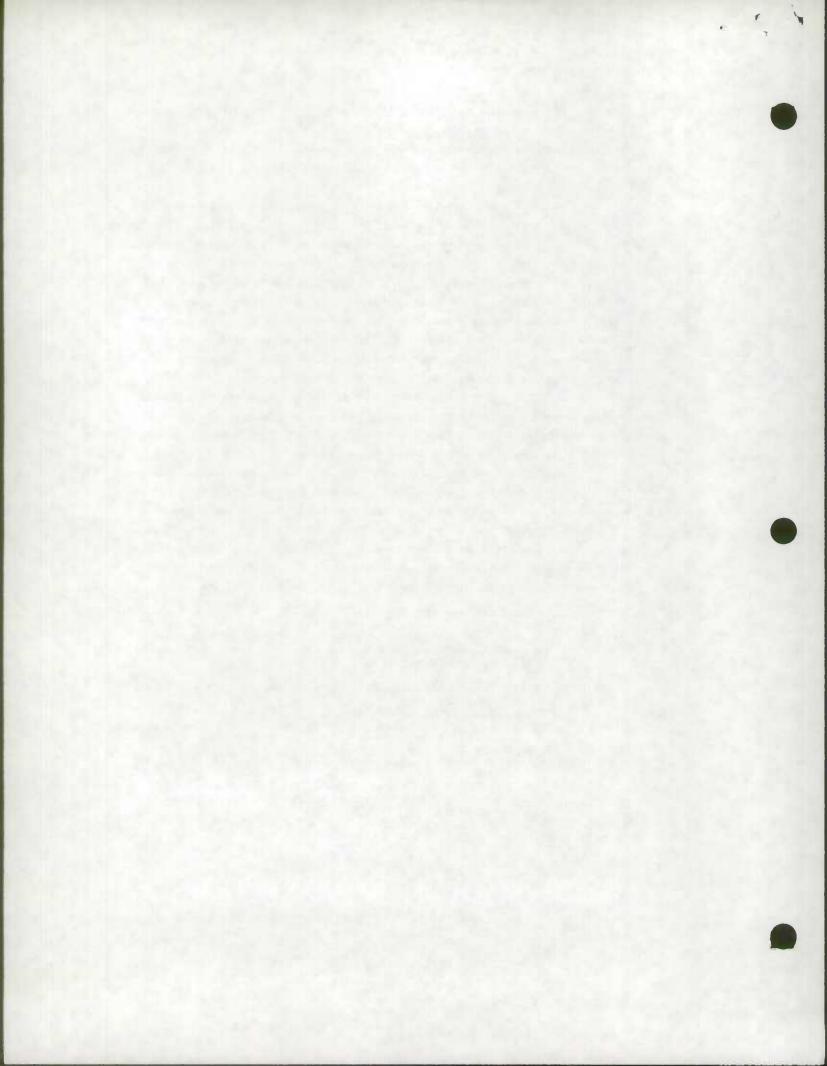
1 1

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 904E (Sells Mill Road) from MD 140 to the end of SHA maintenance A total distance of + 0.80 mile
- MD 904C (Bear Run Road) from Mayberry Road (Co. #65) to the end of SHA maintenance, north of Runnymede Road A total distance of + 0.52 mile
- MD 852E from MD 27, south of Gable Hammer Road to MD 27, north of Gable Hammer Road A total distance of + 0.31 mile
- MD 740A (Hahn Road) from MD 740 (Sullivan Road) to the end of SHA maintenance
 A total distance of + 0.14 mile
- MD 740 (Sullivan Road/Wimpert Avenue) from Sullivan Avenue, 0.05 mile south of MD 140 to the end of SHA maintenance, 0.06 mile north of MD 140 A total distance of \pm 0.11 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:

- The effective date of transfer shall be upon complete approval and execution of this agreement.
- 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 + 1.94 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.
- 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:

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

Coder, Bureau of Highway Statistic

WITNESS:

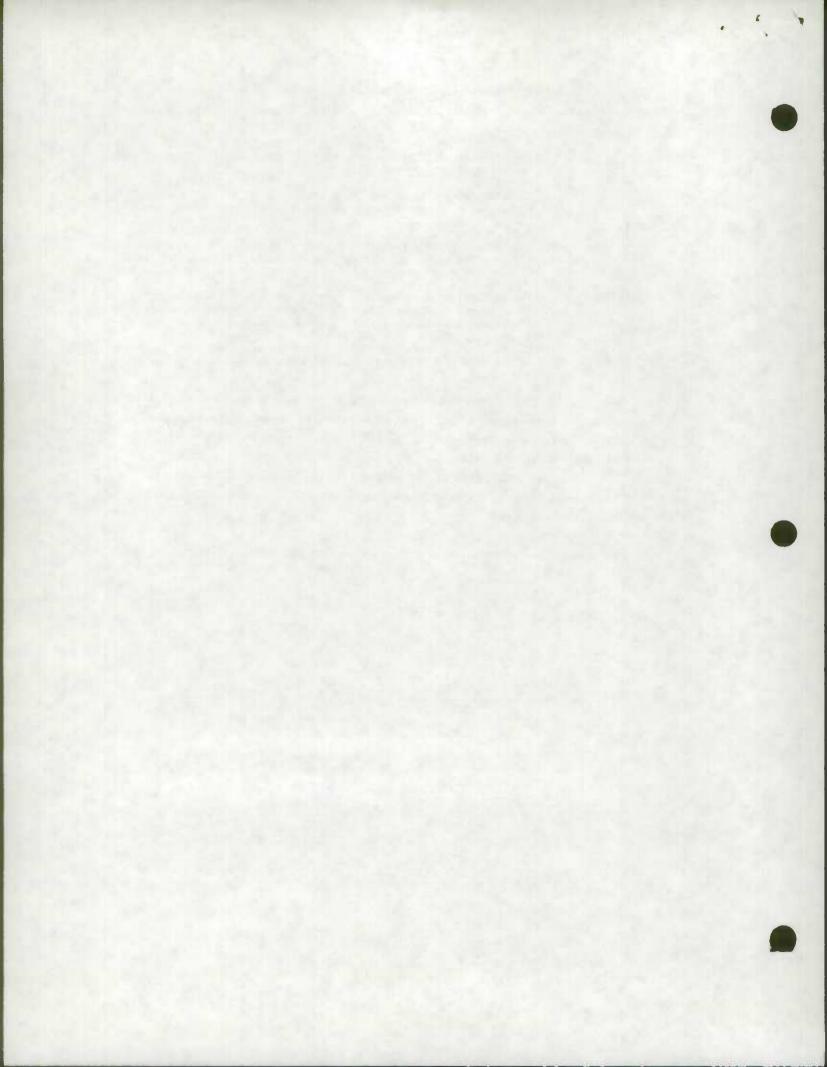
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neil of Pedeumin

Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this day of Maximum 19 ft.

Assistant Attorney General



- 3 -

RECOMMENDED FOR APPROVAL:

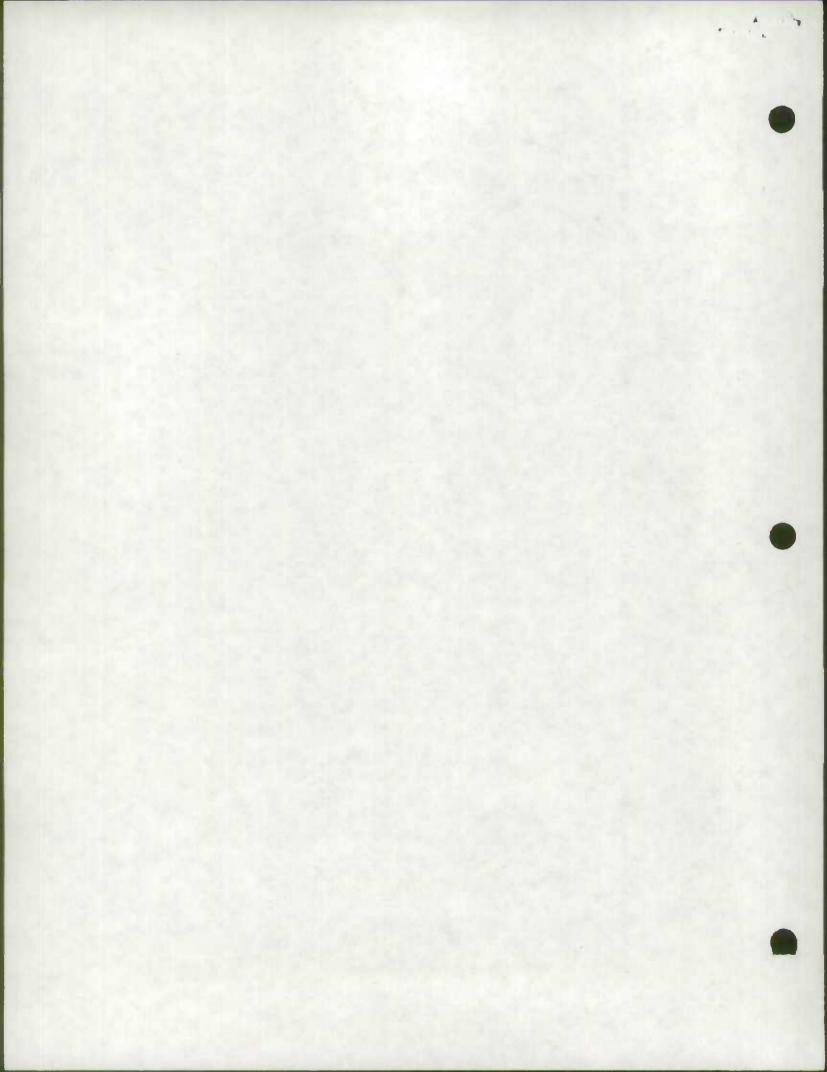
CARROLL COUNTY, MARYLAND

WITNESS:

President, Board of County Commissioners

Approved as to form and legal sufficiency this 24rday of July

County Attorney



May 15, 1985

MEMORANDUM

Mr. Charles Lee, Chief TO:

Bureau of Engineering Access Permits

FROM: J. Thomas Neukam, Chief

Original State Bureau of Highway Statistics JOHN T. NEUKAIN

B'oom Road Spur off MD Rte. 91 SUBJECT:

CL 348-1-771

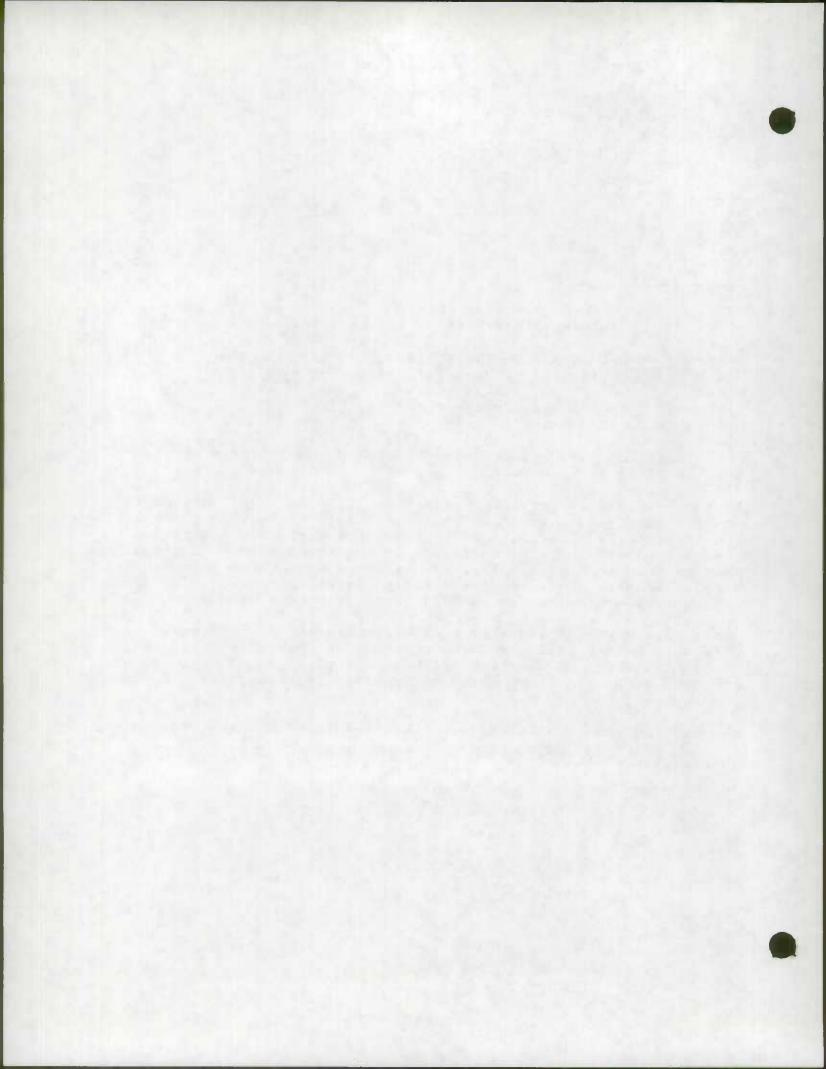
Reference is made to your memorandum of May 8, requesting the status of Bloom Road Spur.

Our investigation indicates that Bloom Road Spur was accidentally overlooked, and never appeared in the State Highway Inventory. Further, in 1973 our data collection personnel reinventoried Carroll County in it's entirety. At that time, Bloom Road Spur was assumed to be a county road, assigned the number 491, and included as part of the county highway system ever since. No improvements to the road have been reported by the county.

As a result of your inquiry and our subsequent investigation, we feel Bloom Road Spur should be removed from our file as a county road, and added to the State Highway Inventory as MD Rte. 879-G. We have been in contact with the District Engineer, Wayne Clingan, and he concurs.

Should you need additional information, please contact this office.

JTN: ELD: eh



MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER WEDNESDAY, JULY 1, 1981

Administrator Caltrider executed a Road Transfer Deed of Conveyance, dated July 1, 1981, which is in accordance with an agreement to transfer Fee Simple title and maintenance of Maryland Route 32 (Main Street) Longwell Avenue to John Street, from the State Highway Administration to the City of Westminster, as indicated and as more fully described in the deed, subject to approval of the Board of Public Works of Maryland.

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 Government and Public Utility Section so settlement can be concluded. A copy of the deed is being held in the Secretary's Office -SRC for Administration records.



Copy: Mr. F. Gottemoeller

Mr. W. K. Lee, III

Mr. C. W. Reese

Mr. H. Lempert

Mr. W. C. Krieger

Mr. L. K. Jenkins

Mr. E. C. Chambers

Mr. C. E. Raith

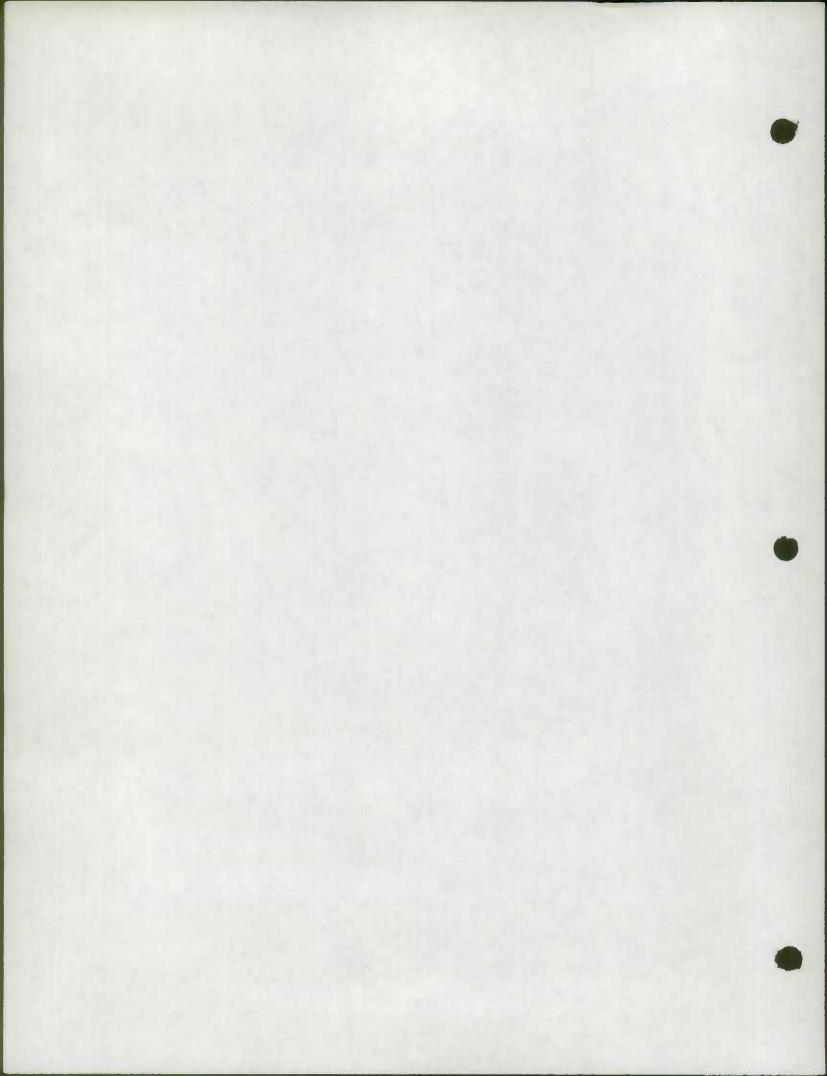
Mr. C. Hyatt

Mr. H. T. Summers

Mr. J. A. Miller

Secretary's File

SHA-Carroll County File





Maryland Department of Transportation

State Highway Administration

James J. O'Donnell Secretary

M. S. Caltrider Administrator

March 17, 1981

MEMORANDUM

TO:

See Distribution List

FROM:

John T. Neukam, Chief

Bureau of Highway Statistics

SUBJECT:

Road Transfer Maryland Route 32

City of Westminster

Attached is a Memorandum of Action by State Highway Administrator M. S. Caltrider dated March 30, 1979 relative to Agreement No. A-275. This agreement establishs obligations and responsibilities in connection with improvements to Maryland Route 32 (Main Street) Contract No. CL 604-451-778, FAP No. M-8701(5).

Within the agreement, Items 12 and 13 stipulate that upon completion of the improvements, the City of Westminster will accept the following described section of State Highway as part of the City Street System.

Maryland Route 32 (Main Street) - from 85 feet south of Longwell Avenue to 70 feet south of John/Bond Streets.

A total distance of 0.26 mile.

As Contract No. CL 604-451-778 is complete, the above described transfer is now in effect.

A map segment indicating the transferred section of Maryland Route 32 is attached for your convenience.

Should you have any questions or need for additional information, do not hesitate to contact this office.

By: Clarel P Hoge Ft

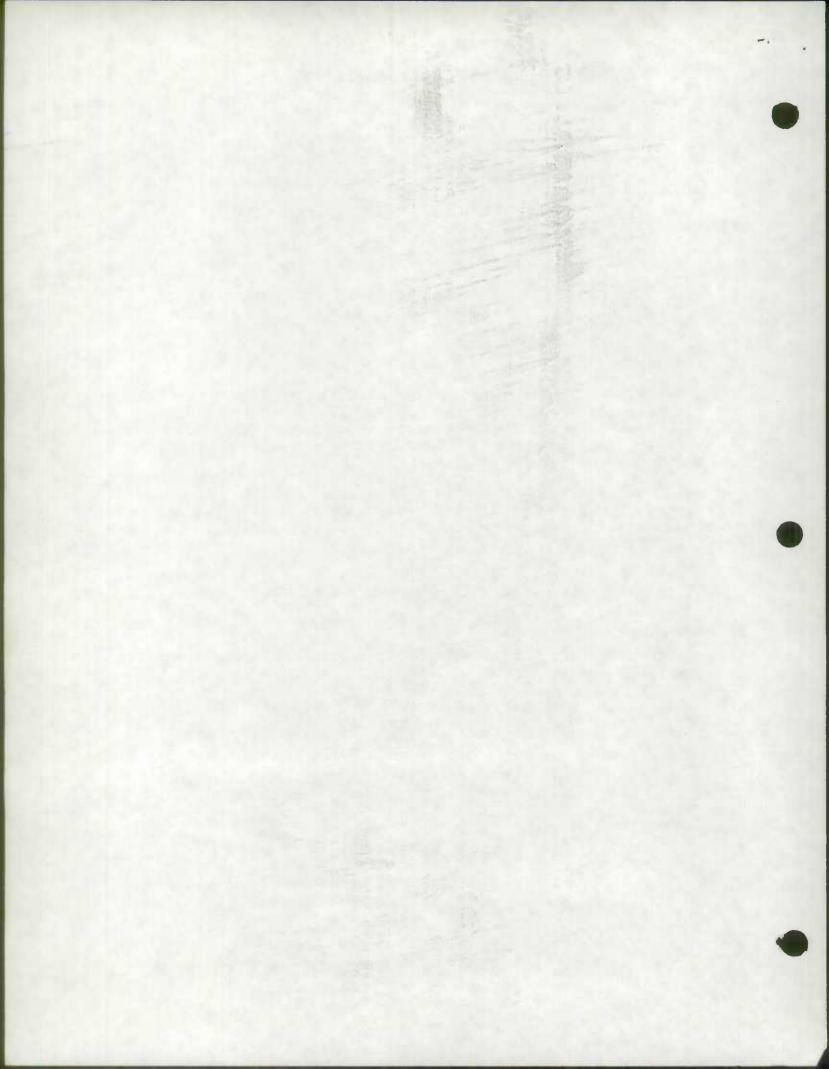
Clyde P. Hyatt, Chief

Records Statistics Section

CPH:WRS:d Attachments

Marcom 222-4437

My telephone number is 383-4437



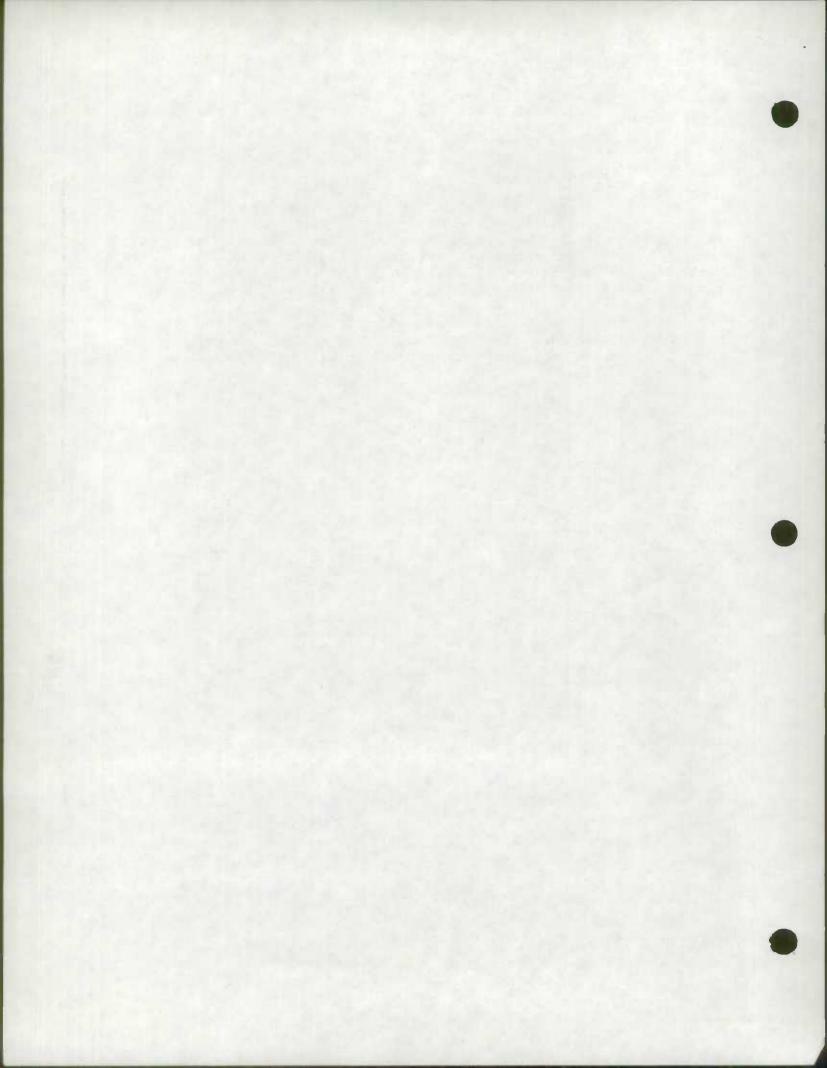
Administrator Caltrider executed triplicate copies of Agreement No. A-275, between the State Highway Administration and the Mayor and Common Council of Westminster, wherein the parties set forth and establish their respective obligations and responsibilities in connection with improvements to Md. Rte. 32 (Main Street), Longwell Avenue to John/Bond Streets, Contract CL-604-451-778; FAP#M-8701(5). The terms and conditions of this agreement are more fully set forth therein.

Said agreement had been executed previously on behalf of the City of Westminster, recommended for approval by Chief Engineer Downs, and approved as to form and legal sufficiency by Administrative Special Attorney Polski.

Copy: Mr. F. Gottemoeller
Mr. H. G. Downs
Mr. A. L. Gardner
Mr. A. W. Tate
Mr. R. C. Pazourek
Mr. C. E. Raith
Mr. W. F. Lins, Jr.

Contract CL-604-451-778;FAP#M-8701(5)

RECEIVED

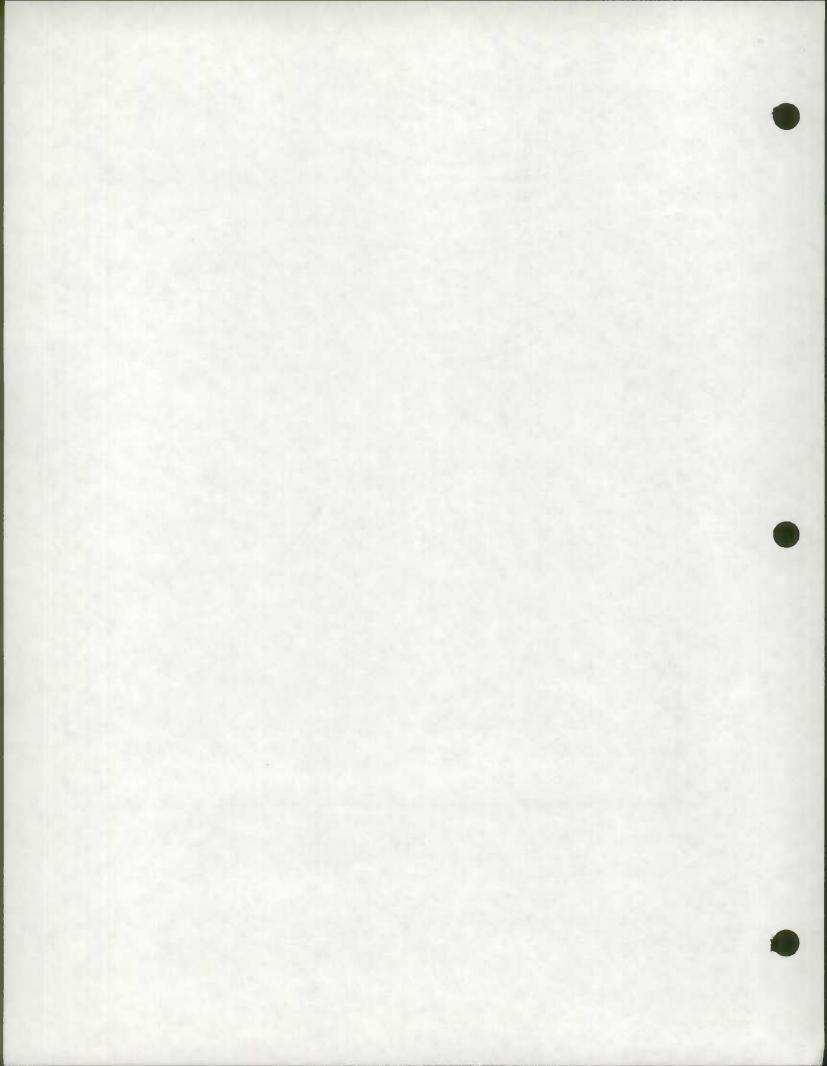


MARYLAND ROUTE 32 (MAIN STREET)



Maryland Route 32 (Main Street) - from 85 feet south of Longwell Avenue to 70 feet south of John/Bond Streets. A total distance of 0.26 mile.

Transferred to the City of Westminster, Carroll County, by Agreement No. A-275 dated March 26, 1979.



DISTRIBUTION LIST

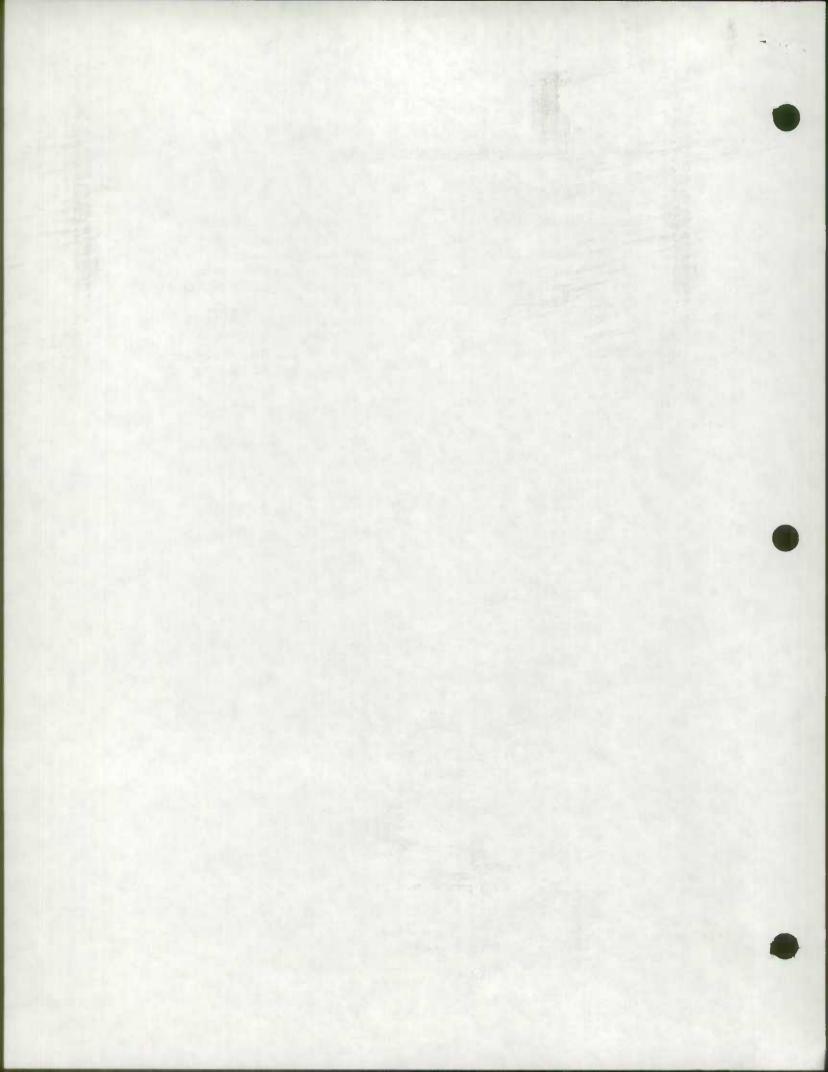
Mr. M. S. Caltrider Mr. W. K. Lee, III Mr. W. F. Lins, Jr. Mr. A. L. Gardner Mr. H. Kassoff Mr. C. W. Reese

Mr. C. Lee Mr. C. E. Raith Mr. J. N. Day Mr. R. N. Spalding (2) Mr. R. Weaver Ms. E. K. Roche

Mr. R. C. Davison Mr. E. S. Freedman

Mr. T. Hicks Mr. C. P. Hyatt (2) Mr. P. S. Jaworski

Mr. D. W. Taylor Mr. P. A. Milash Mr. R. C. Pazourek



AGREEMENT NO. A-275

AGREEMENT BETWEEN THE STATE OF MARYLAND AND THE CITY OF WESTMINSTER FOR IMPROVEMENTS TO

MARYLAND ROUTE 32 (MAIN STREET) LONGWELL AVENUE TO JOHN STREET

THIS AGREEMENT, made this 26th day of March 1979, 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 "State", party of the first part, and the MAYOR AND COMMON COUNCIL OF The CITY OF WESTMINSTER, a municipal corporation of the State of Maryland, hereinafter referred to as "City", party of the second part.

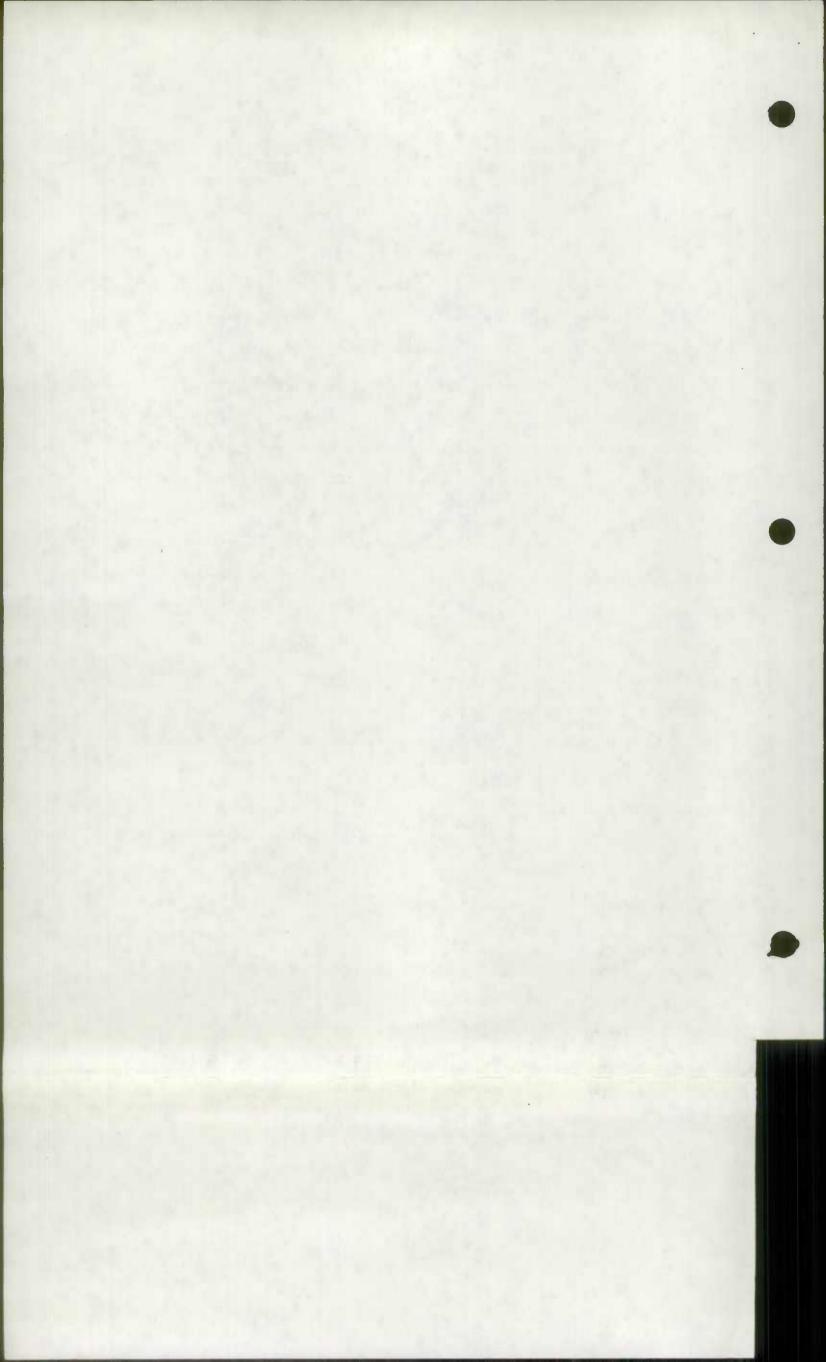
MATTHESSETH: WHEREAS, the State proposes to improve
Maryland Foute 32 (Main Street) between Longwell Avenue and John
Street located in Westminster, Carroll County, said work
involving reconstruction of the existing roadway, curb and gutt
and necessary storm water facilities, and

WHEREAS, the City proposes to improve the existing adjacent sidewalks in the beforementioned section of Maryland Route 32 (Main Street) by reconstruction and improvements to the incidentals, thereof, and

Agreement with an objective to cooperate together in accomplishing a joint improvement, utilizing Federal, State and City Funds for the development of the Project designated by State Contract

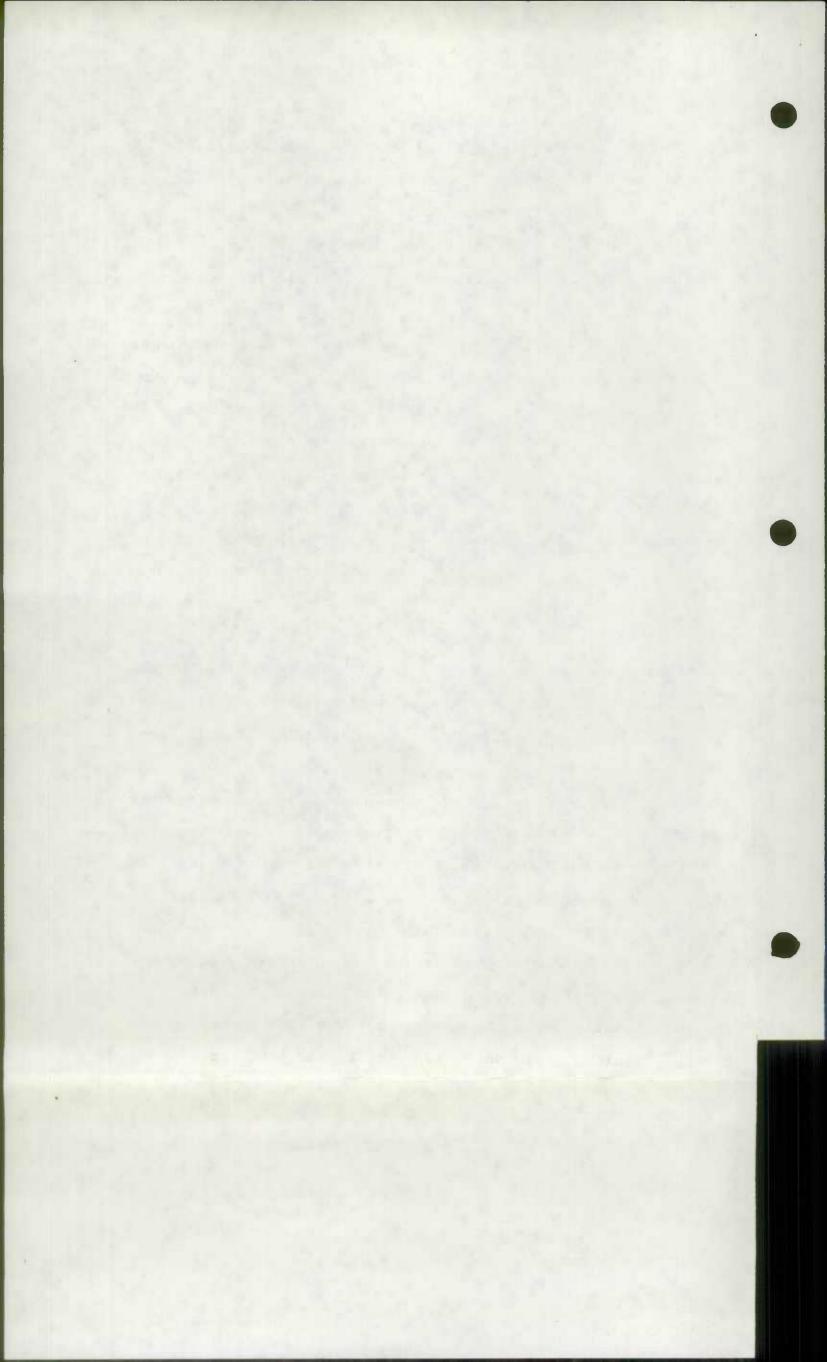
Number CL 504-501-778 and Federal Designated Number M-8701(4), referred to herein as the "Project", and

WHEREAS, Title 23 of the U.S. Code recognizes the State Highway Administration as the authority to which allocation



of Federal Funds are to be made and under whose direction, subject to the Federal Highway Administration's approval, expenditures are to be accomplished, and WHEREAS, the State agrees to participate with the Cit in the financing of construction improvements as hereinafter described, and WHEREAS, the City and State desire to state more ful their respective obligations and financial responsibilities connected therewith. NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that for in consideration of the sum of One Dollar (\$1.00) paid by each of the parties thereto 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 State shall perform all field surveys necessia for the Project and develop preliminary and final plans, specifications, contract documents and cost estimates, which will reflect construction improvements for reconstructing exist ing Main Street, (Maryland Route 32) between the limits of work described herein. (2) The State's plans shall be prepared on a horizon tal scale of one (1) inch, equals twenty (20) feet. The State

- (2) The State's plans shall be prepared on a horizon tal scale of one (1) inch, equals twenty (20) feet. The State shall furnish said plans, without charge to the City and their consultant for their preparation of plans for all sidewalk improvements and appurtenant incidentals thereto.
- (3) The City's plans shall be accurately coordinated with the State's plans by utilizing the same scale ratio described in item (2) above. Said plans shall conform to the design format as approved by the State prior to inclusion in the final contract documents described hereinafter.



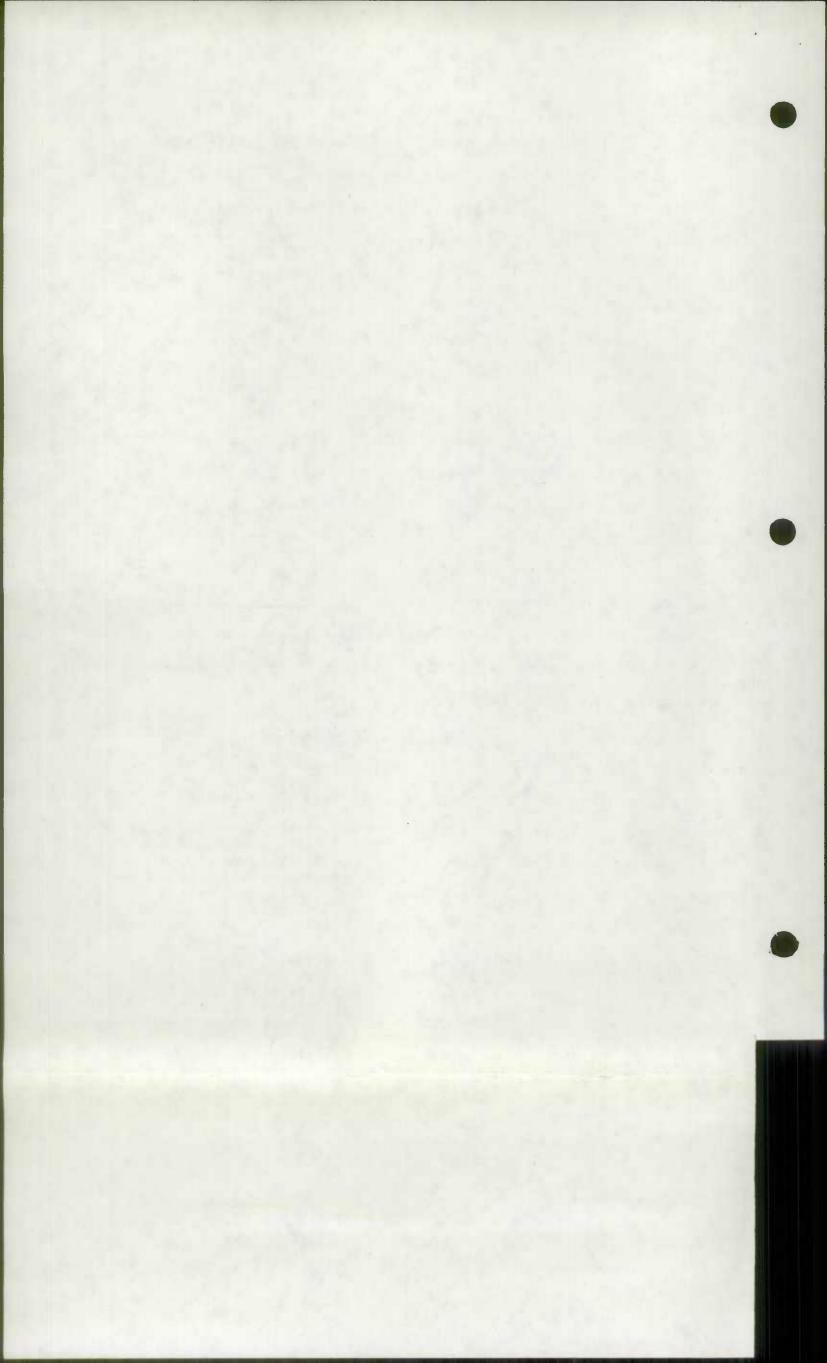
(4) The City and/or Private Utility owners, in liais...

coordination's with the State's District Engineer's Office agrees
to furnish without charge to the State, all subsurface utility
locations within the limits of the Project. The utilities shall
be accurately depicted on preliminary and semi-final plans
furnished by the State.

(5) The State's design improvements within the street
section will endeavor to avoid all subsurface utilities wherever
possible. Should the need arise to relocate and/or adjust water

- section will endeavor to avoid all subsurface utilities wherever possible. Should the need arise to relocate and/or adjust water and gas meters, valves, light standards, cable ways, sewers and all other utility appurtenances within the limits of the proposed construction, said adjustments and costs shall be paid as specified hereinafter.
- (6) Detailed cost accounting relative to utilities adjustments shall not be part of this agreement. Utility adjust ments will be processed in accordance to the State Highway Administration's policy entitled "Utility Relocation Liaison Procedures." dated October, 1961.
- the State, without charge, final Construction Plan(s), Specifications, any required Special Provisions, and estimated quantities relative to improvements to existing sidewalk areas. Said documents shall be subject to review and approval by the State prior to inclusion in the State's Contract Documents.
- (8) The State's plans shall include all the construction details necessary for reconstructing the roadway, new curb and gutter as may be required, inlets, pipe culverts and all incidentals required for the storm water system. The State agrees to furnish said plans, including special provisions, to the City

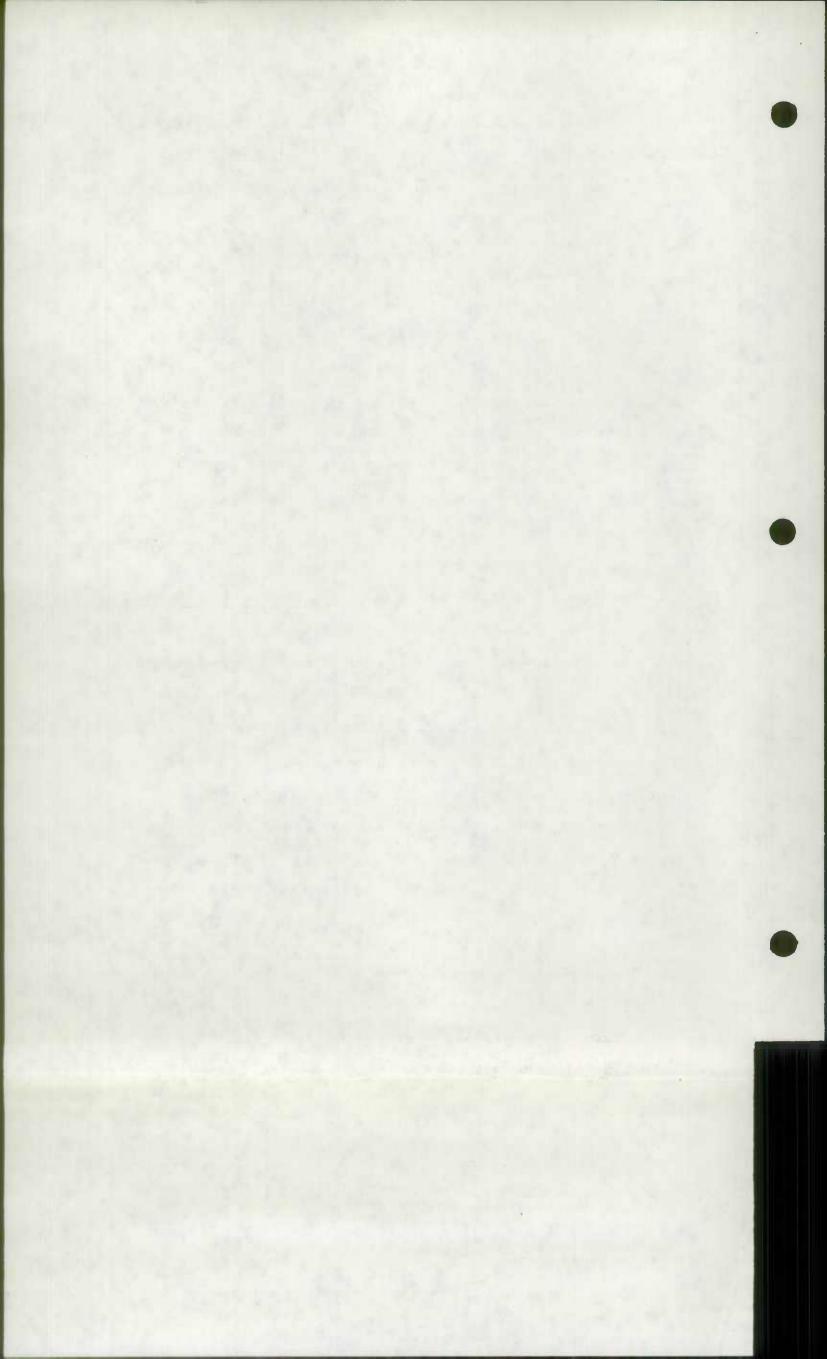
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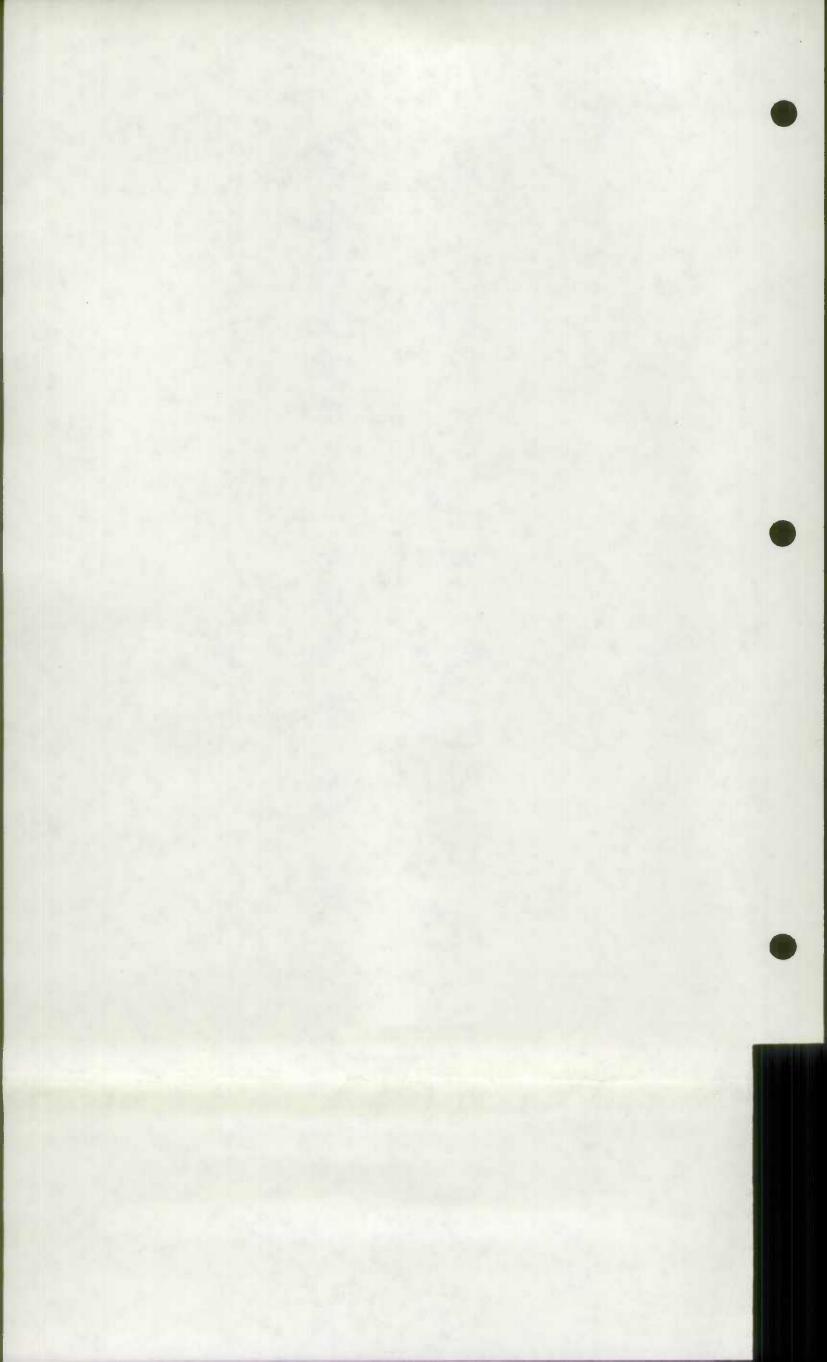
for their review and comments during the various phases of the project development.

- (9) The parties hereto agree and recognize the sharing of costs, as described hereinafter.
 - (a) The State, with the utilization of Federal funds, agrees to pay all engineering and construction cost required for new curb and gutter, the reconstruction of Main Street (Maryland Route 32), within the limits of work depicted on Exhibit "A". Said costs shall also include all necessary work required for new and/or adjusted storm water facilities, the reconstruction of the street section between new curbs, including removal of existing sidewalks. The State and the Federal Highway Administration will not participate in construction costs relative to City and/or privately owned utility adjustments or new utility install. tions which are required within the project improvements except for minor vertical adjustments with respect to the final street paving as may be required to adjust sanitary manhole rings and covers, and vertical adjustments to water roadway boxes which are to be included as part of the contract and will be a State participating item.
 - (b) The City hereby acknowledges that all exists.

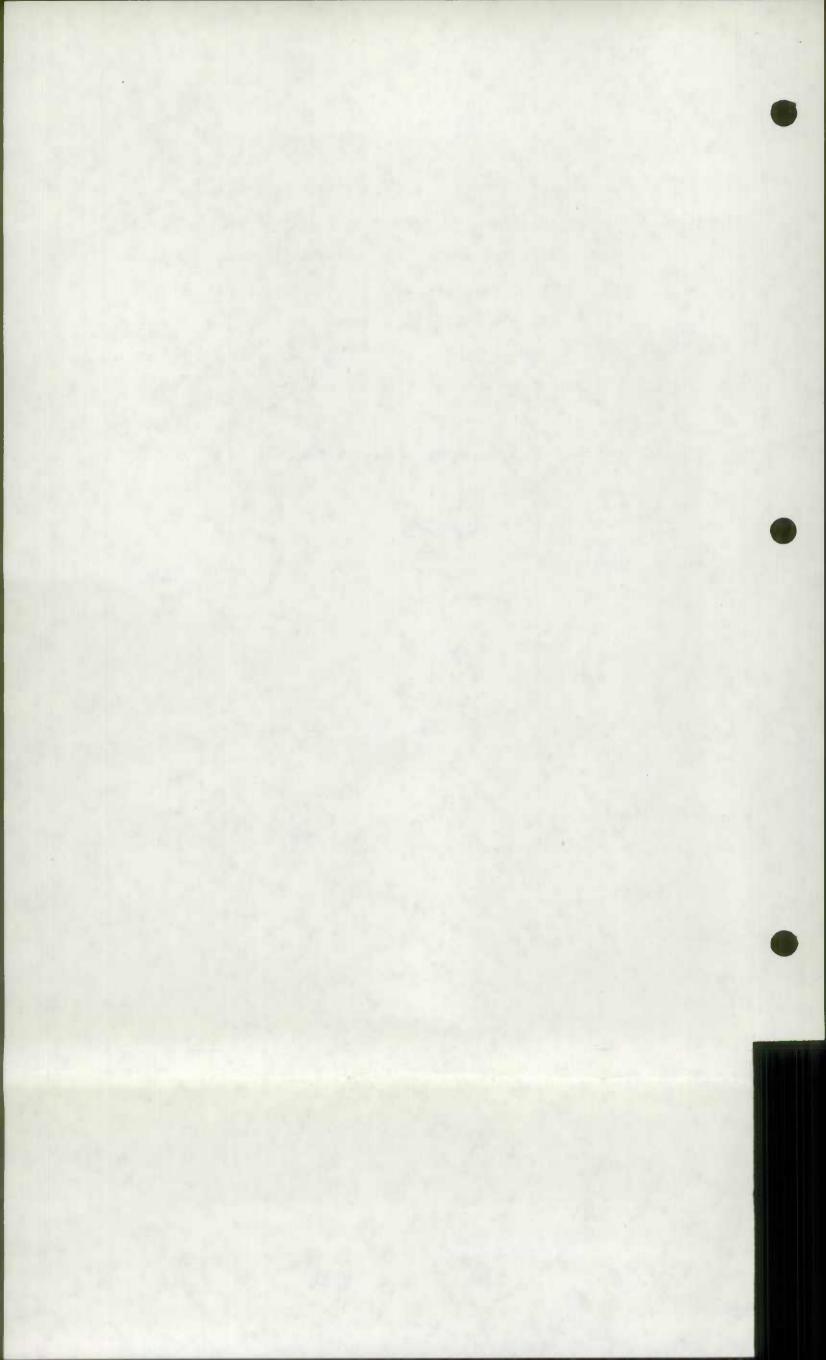
 utilities are within easements and/or rights-of-way owned or dedicated to the State. Said easements or rights-of-way are mutually understood to be face of existing building to opposite face of existing building, or an approximate width of 66 feet.



- (c) All costs relative to new utility installations and/or adjusted utilities that are included in the bid items of final contract documents shall be non-participating items and shall be paid for at the expense of the City. The only exception to this stripulation will be as described in item (a) relative to vertical adjustments to sanitary manhole rings, covers and water roadway boxes within the street improvement.
- construction of cosmetic or beautification improvements all the reconstructed sidewalk areas. The State shall not participate in the final accounting of costs attributed to the items of five (5) inch Reinforced Cement Sidewalk and Sidewalk Areas Paved with Brick. The State shall credit the City a Lump Sum cost of Forty-Six Thousand Four Hundred and Forty Dollars (\$46,440.00) with respect to said items and final total bid costs. This credit of total Lump Sum cost is predicated on the aggregate monies agreed to by the City and the State for the estimated expense to have constructed the State Highway Administration's Standard Four (4) Inch Cement Concrete Sidewalk.
- bid costs relative to other beautification and City utility improvements. The City hereby acknowledges that they have reviewed and accepted the inventory of non-participating contract items attached herein as Exhibit 'B'. The final cost accounting of non-participating contract bid items shall be paid to the State by the City. The State with the utilization of Federal Funds shall be responsible for all the remaining contract costs.

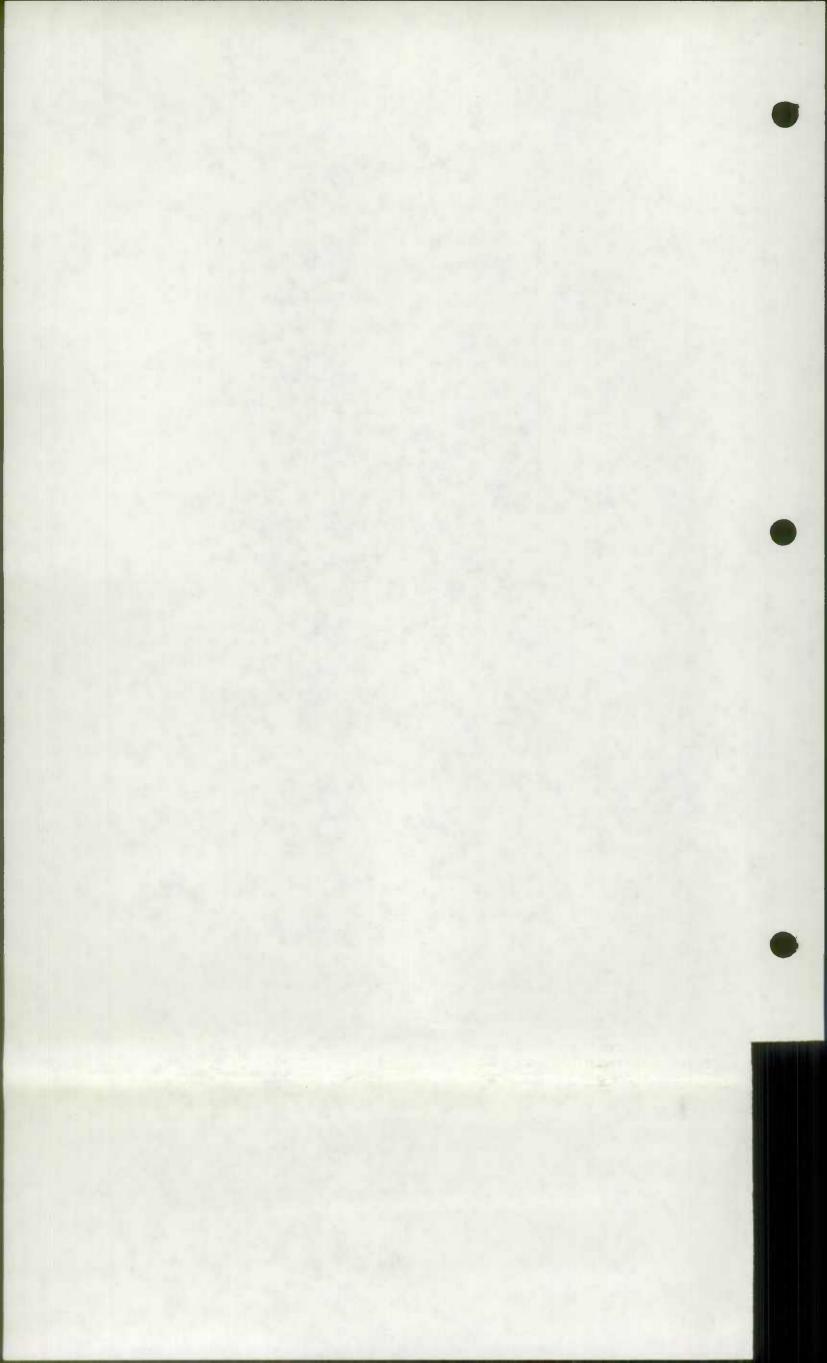


(f) Prior to award of the contract to the successful bidder, the City will deposit with the State, fifty (50) percent of the monies necessary to cover the costs of the non-participating items indicated on Exhibit 'B'. Said costs shall be established by expanding the contract unit price bid for each respective non-participating item by the proposal quantity. The remaining cost of non-participating items, above fifty (50) percent, shall be billed to the City on a monthly basis after the contractor has been paid in excess of fifty (50) percent of the total costs attributed to non-participating items. The monthly billing shall also include all related administrative and general expenses.

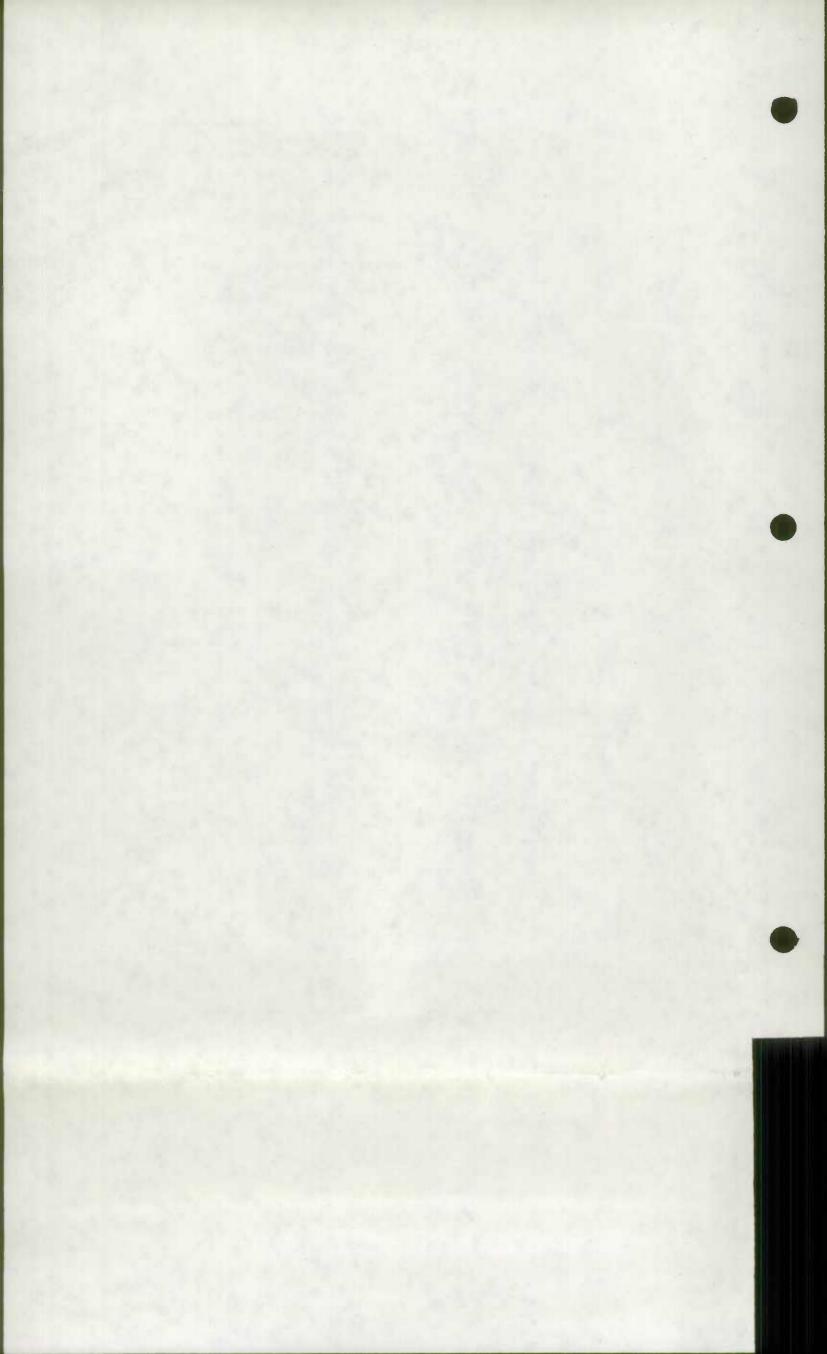


- (g) Final City costs shall be adjusted, by field measurements of the work satisfactorily completed and accepted by the City and State.
- (10) The State and City stipulate that all work proposed on the project will be conducted on Rights-of-Way owned or controlled by the State or City. The State and City also hereby acknowledge that certain portions of sidewalk improvements may necessitate temporary encroachments upon residential and/or commercial building entrance ways with respect to sidewalk improvements. The City agrees to cooperate with the State's Right-of-Way Agents relative to obtaining property owners' permission to rehabilitate existing entrance ways when required.
- (11) Materials and construction methods shall conform to the State's specifications entitled "Specifications for Materials, Highways; Bridges and Incidental Structures", dated March, 1968; "Supplements to Specifications", dated May, 1975; and, the latest Interim Specifications Addenda where applicable.
- (12) Upon completion of the street improvements and without the necessity of any further agreement between the particular the state does hereby agree to transfer, convey and quit claim by deed, subject to the approval of the Board of Public Works, unto the City and the City does hereby agree to accept sucransfer from the State the following described section of the State Highway as part of the City Street System for future ownership and perpetual maintenance;

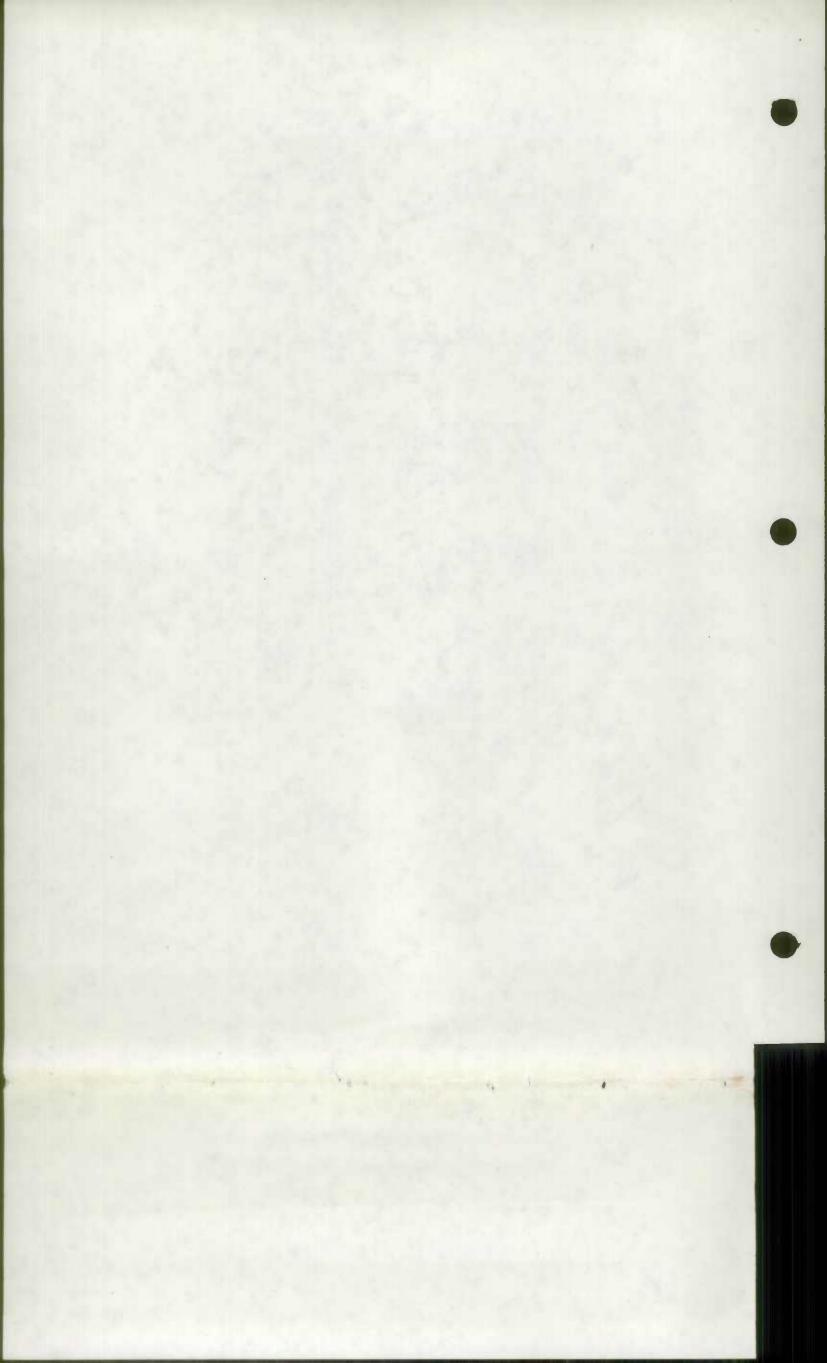
MAIN STREET - MARYLAND ROUTE 32 from 85 feet south of Longwell Avenue to 70 feet south of John/Bond Street, for a total distance of 0.26 mile, as depicted on Exhibit "A".

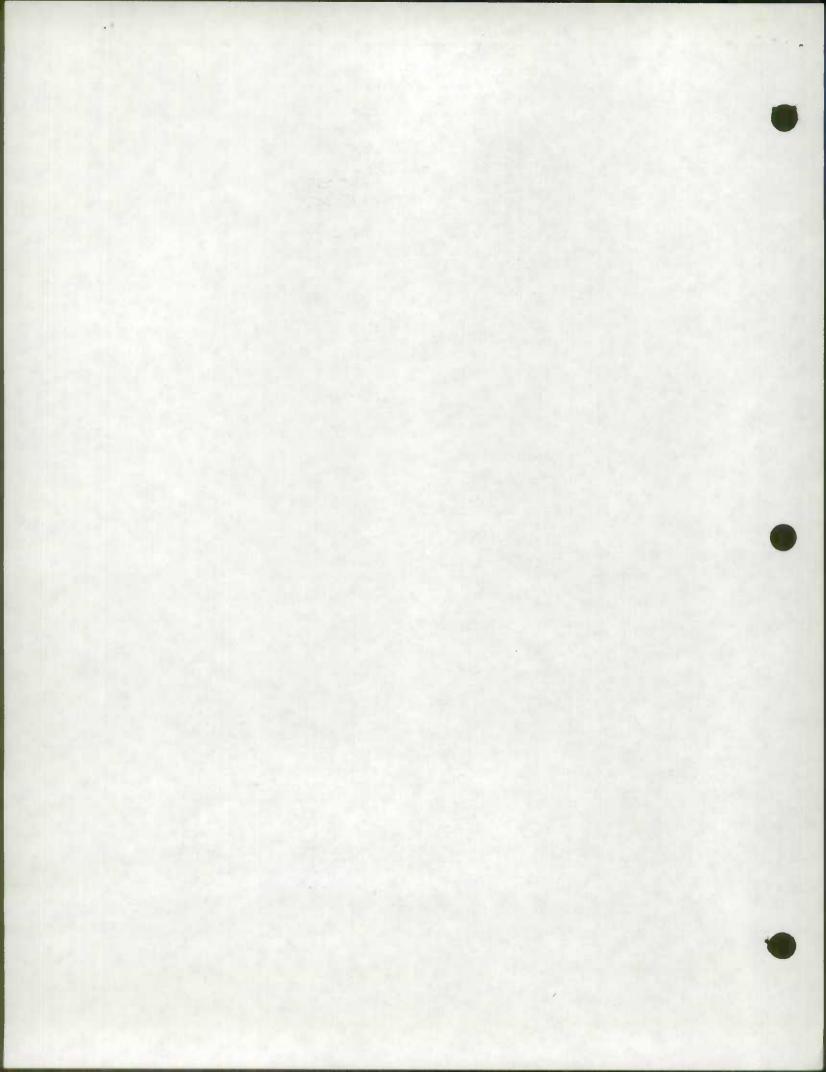


(13) IT IS UNDERSTOOD AND AGREED between the parties that the change in status of the aforegoing section of State Highway is authorized under the following conditions: (a) The mileage indicated on Exhibit 'A' will be included in the City's inventory as of December 1st of the year following completion of the reconstruction of the section of road described above. (b) The basis for the allocation of funds will include the additional miles in the allocation to the Cit, beginning July 1st of the year following the year and date set forth in Item (a) hereof. (c) The effective date for the transfer of this road is upon completion of the improvements between Longwe. Avenue and John/Bond Street (Md. 32). (d) 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. This Agreement when properly executed shall inure to binding upon the parties hereto, their agents, successors and assigns. IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized the day and year first above written. State Highway Administration of Recommended for Approval: Engineer State Highway Administration State Highway Administrator Approved as to form and legal sufficiency this <u>J'</u> day of Special Attorney

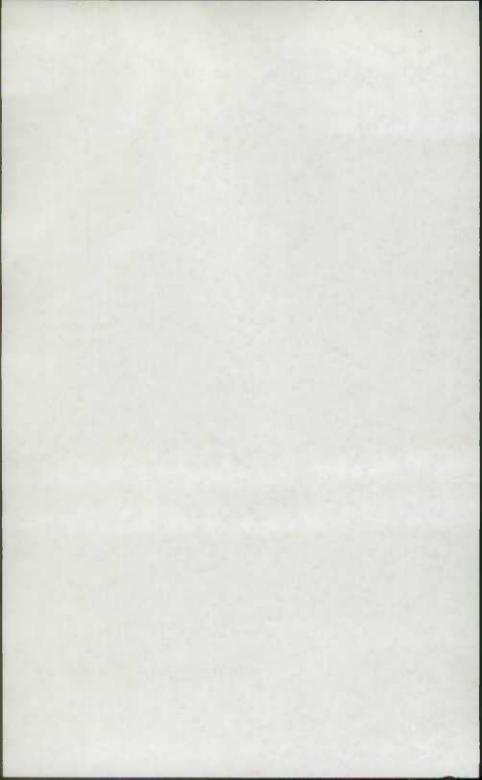


Attest: Mayor and Common Council of Westminster, Maryland offy clerk Mudderan Consumy, Mayor Recommended for Approval: Director of Planning and Public Works, City of Westminster





old number = US 140 New Number = MD 97 From: West, aster To: Pennsylvania State Line old- US 140 New- Ms 140 From: US I in Baltimore City
To: Mb 30 at ReisTersTown old- US 140 New- MD 9 From: Mb 30 To: Ms 97 North of Westminster old-MD97 New- MD 9 From: Westminster To: Pennsylvania State Line Horth of Finantsburg





Maryland Department of Transportation

State Highway Administration

Hermann K. Intemann

M. S. Caltrider Administrator

MEMORANDUM

TO:

Messrs. M. S. Caltrider

F. Gottemoeller

H. G. Downs

A. L. Gardner

A. W. Tate

T. L. Cloonan

FROM:

Mr. Hal Kassoff, Director

Office of Planning and

Preliminary Engineering

Corres 11

SUBJECT: Route Number Designations

Carroll Co.

September 26, 1978

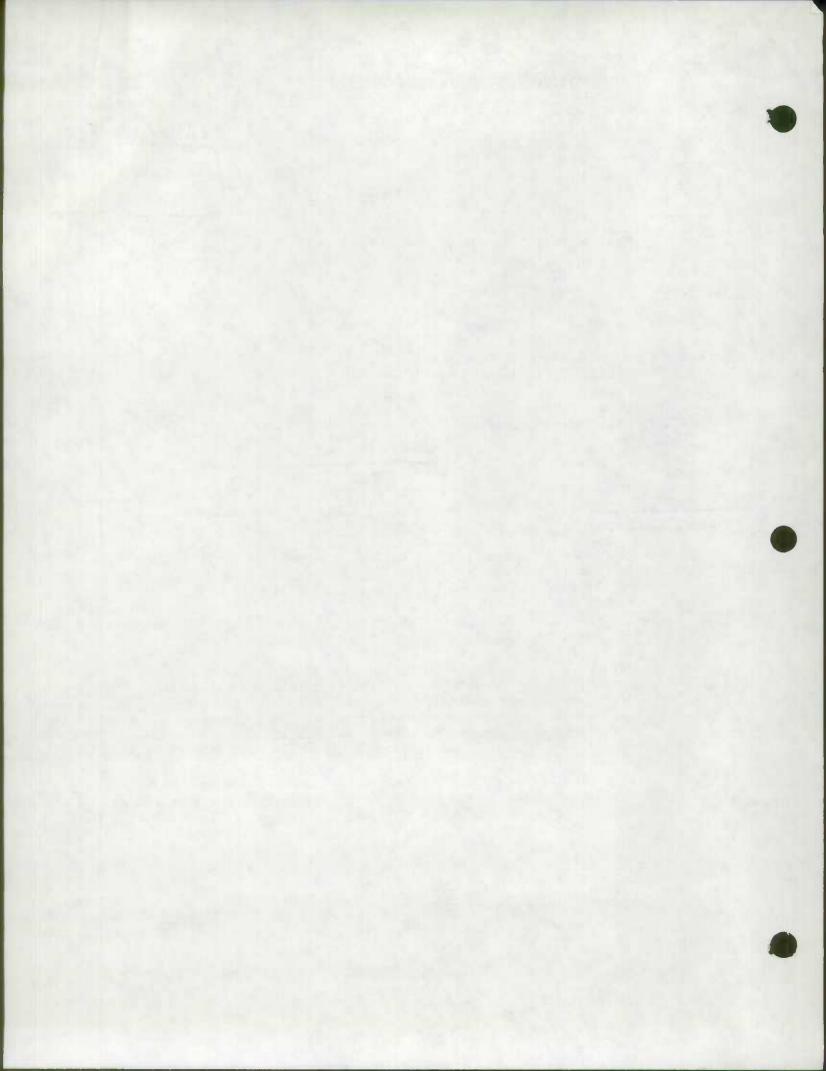
Reference is made to my memorandum of August 4, 1978, regarding the route number changes in connection with the elimination of the U.S. Route 140 designation.

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

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

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

My telephone number is 383-4267



Md 144 - mt Airy Carroll County Md 144FB

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

April 20, 1976

Director Hajzyk, Office of Planning and Preliminary Engineering executed agreement dated April 5, 1976 between the State Highway Administration and the Town of Mount Airy, Maryland, relative to transfer by the Town to the State, of the following described section of road, subject to the conditions more fully set forth in the agreement:

Ridgeville Boulevard - From Md. 808A to Md. 808C (Ridge Ave.) a distance of 0.27 + mile.

Said agreement had previously been executed by the Mayor of the Town of Mount Airy and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies: Mr. N. B. Friese

Mr. H. G. Downs

Mr. A. W. Tate

Mr. L. E. McCarl

Mr. R. C. Pazourek

Mr. T. G. Mohler

Mr. R. J. Hajzyk

Mr. C. E. Caltrider

Mr. C. W. Reese

Mr. E. S. Freedman

Mr. T. Hicks

Mr. W. F. Lins

Mr. E. J. Dougherty

Mr. T. L. Cloonan

Mr. C. Lee

Mr. P. S. Jaworski

Mr. R. C. Davison

Mr. J. T. Neukam

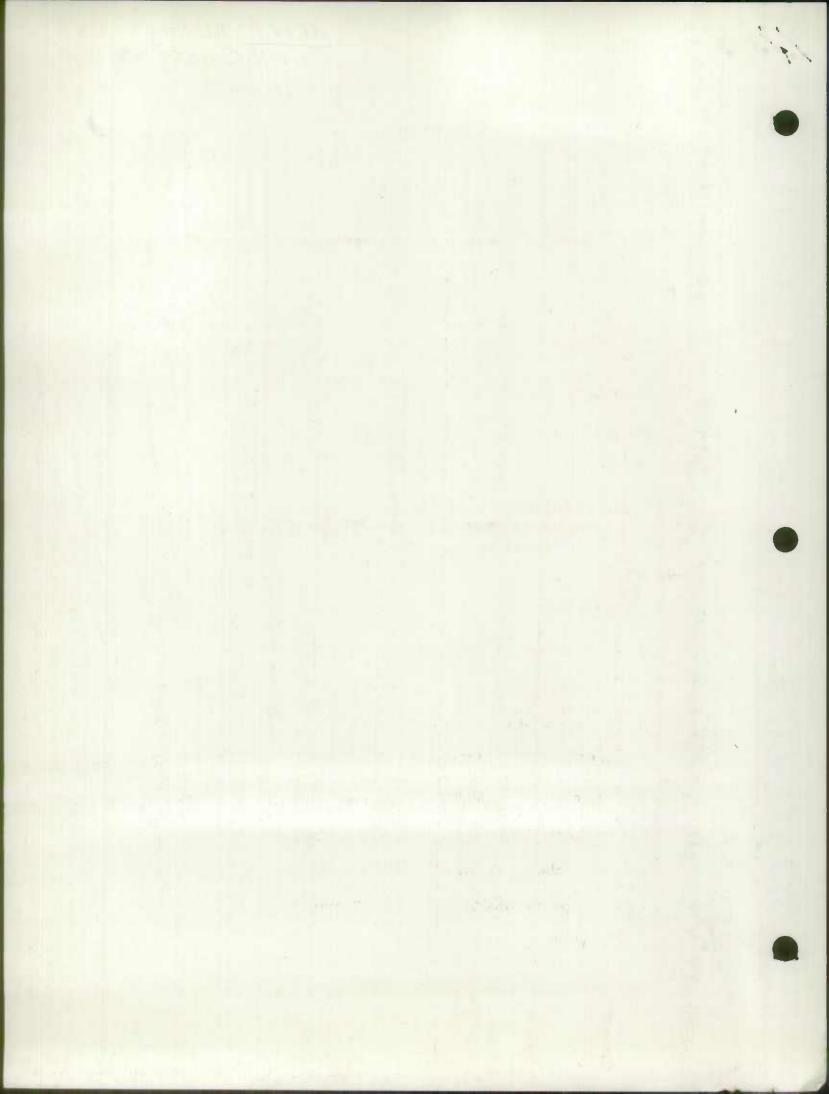
Mrs. E. K. Roche

Carroll County (Town of Mount Airy)

Secretary's File

SHA File - Carroll County (Town of Mount Airy)

(HTM Deproyament)



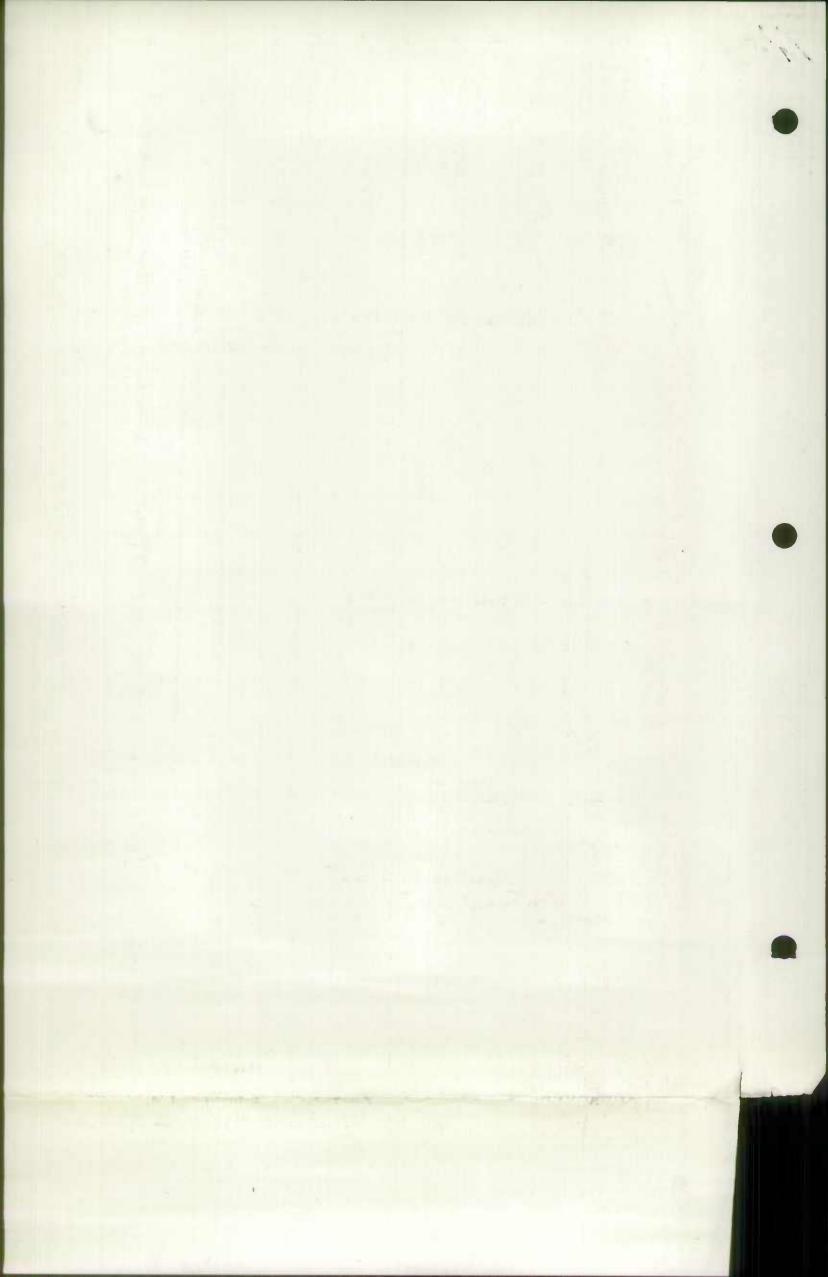
THIS AGREEMENT made this ______ day of _______ day of _______ 1976, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Mount Airy, Maryland, hereinafter referred to as "Town," 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 Towns of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Towns of Maryland are empowered to transfer Town 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 Town road to the State Highway System will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Town," party of the second part, has agreed to transfer the hereinafter described section of road which heretofore was constructed by the Town to the "Highway Administration," party of the first part, and the "Highway Administration has agreed to accept the same as an integral part of the State Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged the "Town," party of the second part, does hereby transfer, convey and quitclaim unto the "Highway Administration" and the "Highway Administration," party of the first part, does hereby accept such transfer from the "Town" the following described section of Town constructed road as a part of the State Highway System:



Ridgeville Boulevard - From Md. 808A to Md. 808C (Ridge Ave.) a distance of 0.27 + mile.

IT IS UNDERSTOOD AND AGREED between the parties that the change in the status of the aforegoing section of Town 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 excluded from the inventory as of December 1, 1976.
- 3. The basis for the allocation of funds will exclude the 0.27 ± mile of Town road mileage in the allocation to Mount Airy 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 hereto have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

WITNESS:

By: School of Planning and Preliminary Engineering

APPROVED:

Approved as to form and legal sufficiency this /4/2 day of print, 1976.

Chief, Bureau of Highway CM Statistics

Administrative Special Attorney

ATTEST:

TOWN OF MOUNT AIRY, MARYLAND

APPROVED:

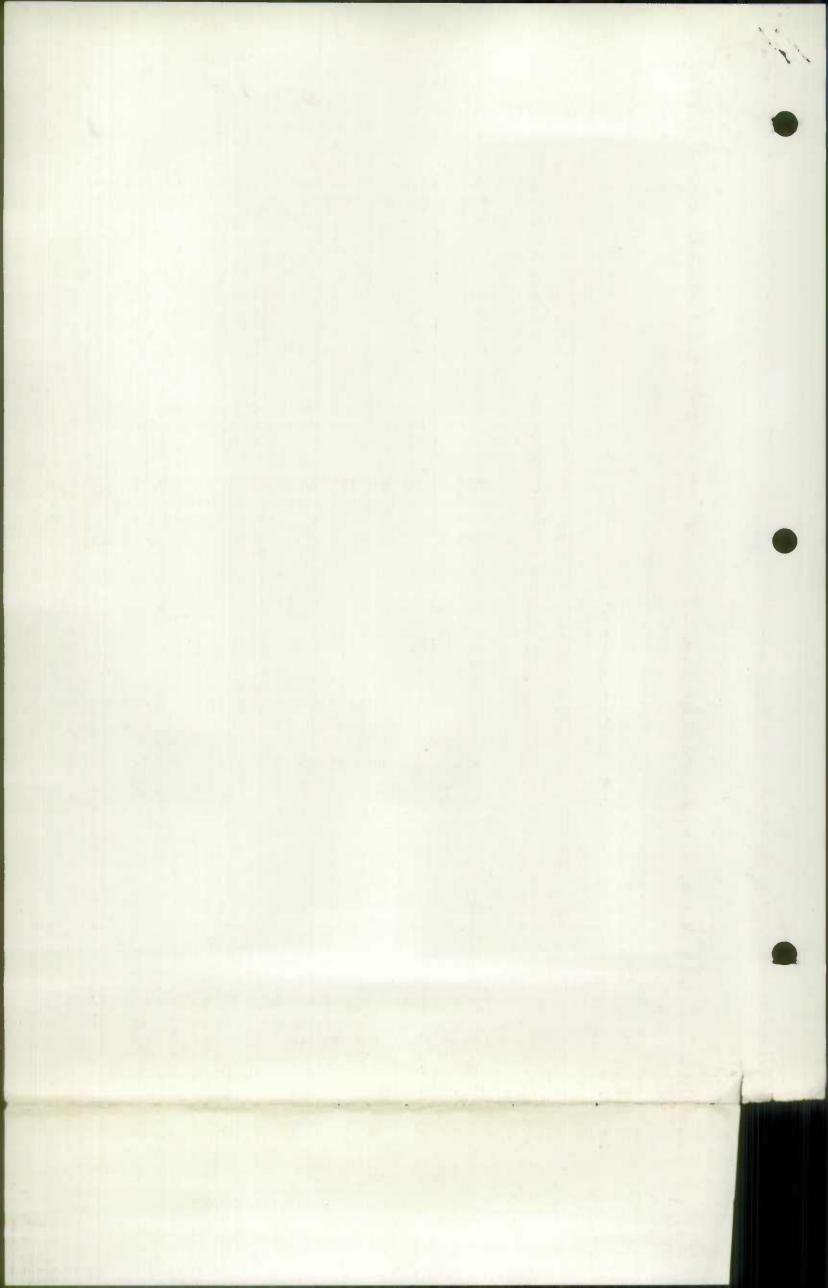
Town Engineer

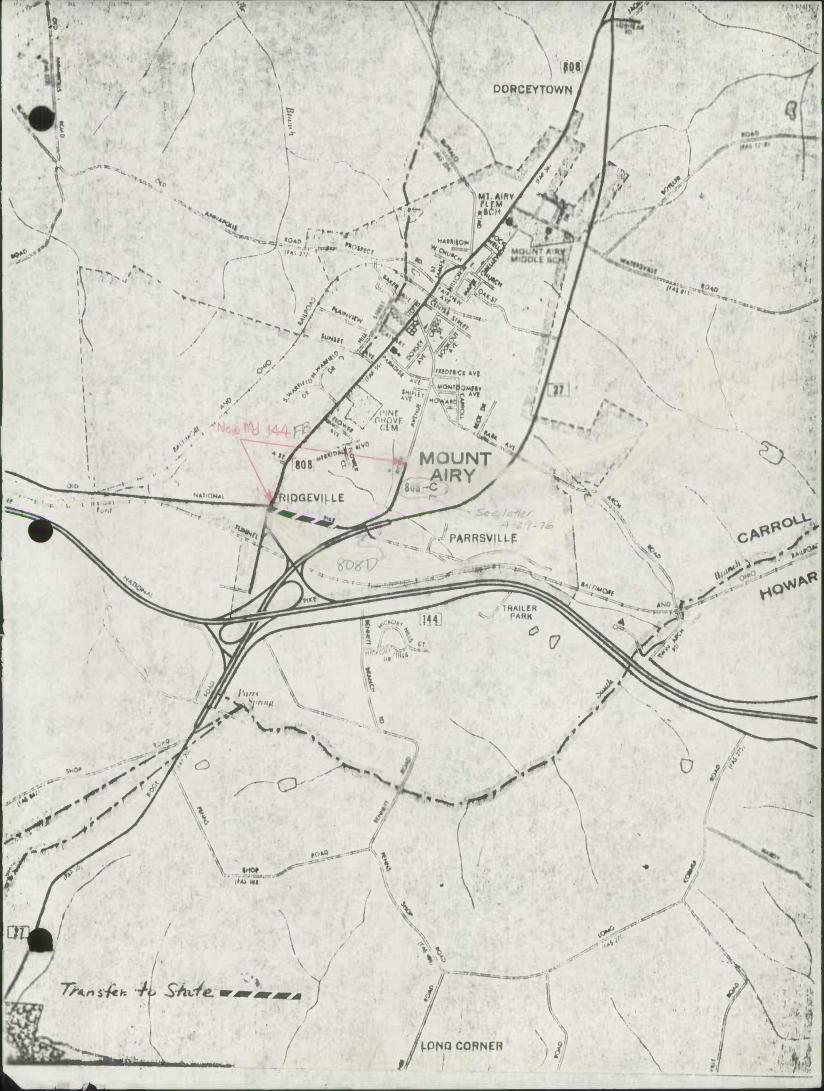
Approved as to form and legal sufficiency this ______, 1976.

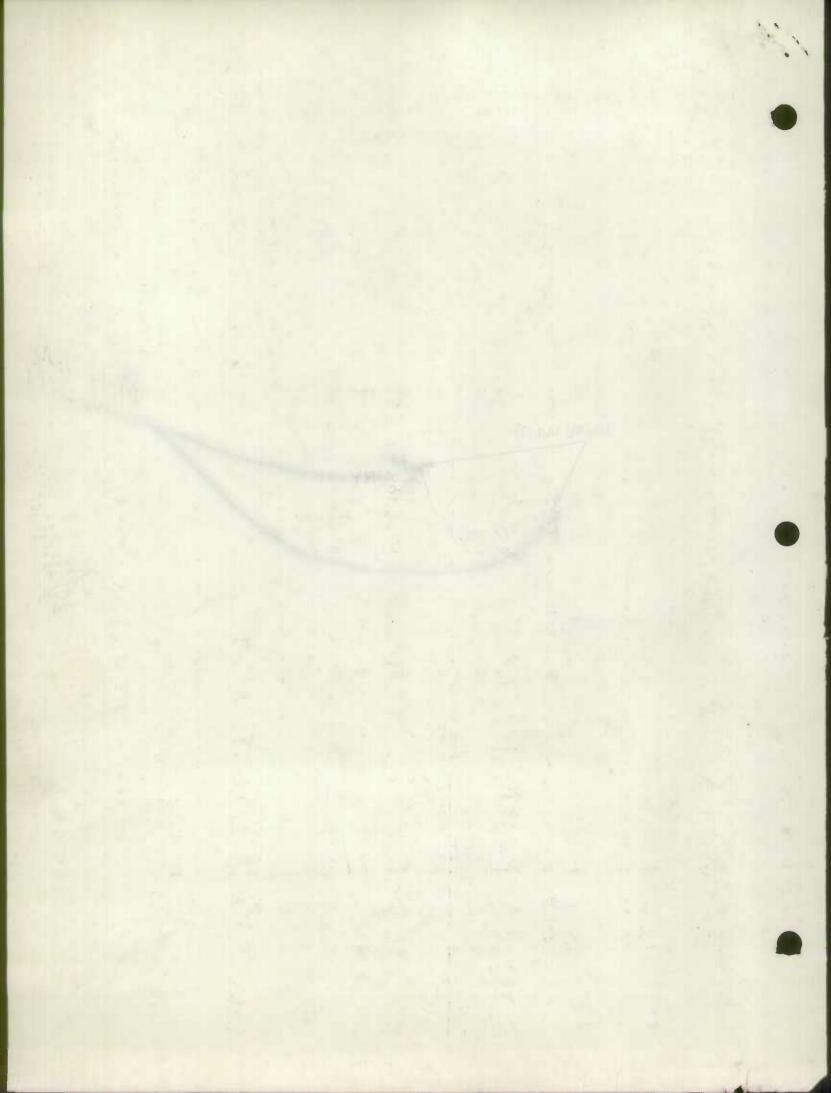
THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPOR-

Chilo He

Town Attorney







STATE HIGHWAY ADMINISTRATION

P. O. Box 717 / 300 West Preston Street, Baltimore, Maryland 21203

MEMORANDUM

To

Mr. Thomas G. Mohler District Engineer - District #7

Clyde P. Hyatt Cycl P 1/2 Bureau of Highway Statistics

SUBJECT.

Route Number Designation -

DATE: April 29, 1976

m)144 FB

In compliance with the road transfer agreement dated April 5, 1976 between Mt. Airy, Maryland, and the State Highway Administration of Maryland conveying Ridgeville Boulevard to the State Highway Administration, we are making the following route number assignments:

> Ridgeville Boulevard - From Md. 808-A (Main St.) to Md. 808-C (Ridge Ave.) a distance of 0.27 + mile will be designated as Md. 144. In addition to the above, the section of State Highway formerly designated as Md. 808-C will be assigned as Md. 144; thereby making Md. 144 a continuous route from Md. 808-A to end of State maintenance, 0.22 + mile north of Md. 808-D for a total distance of 0.61 + mile.

For your information, we are enclosing a map segment indicating the changes described above.

In the event you have any questions pertaining to this transaction, please contact this office.

CPH:PEB:daw Enclosure

cc: C. E. Caltrider

E. T. Camponeschi

R. C. Davison

H. G. Downs

E. S. Freedman

N. B. Friese

R. J. Hajzyk

Sgt. J. Harvey (MSP)

T. Hicks

W. R. Hicks

P. S. Jaworski

W. W. Knipple

C. Lee

W. F. Lins, Jr.

L. E. McCarl

J. T. Neukam

C. W. Reese

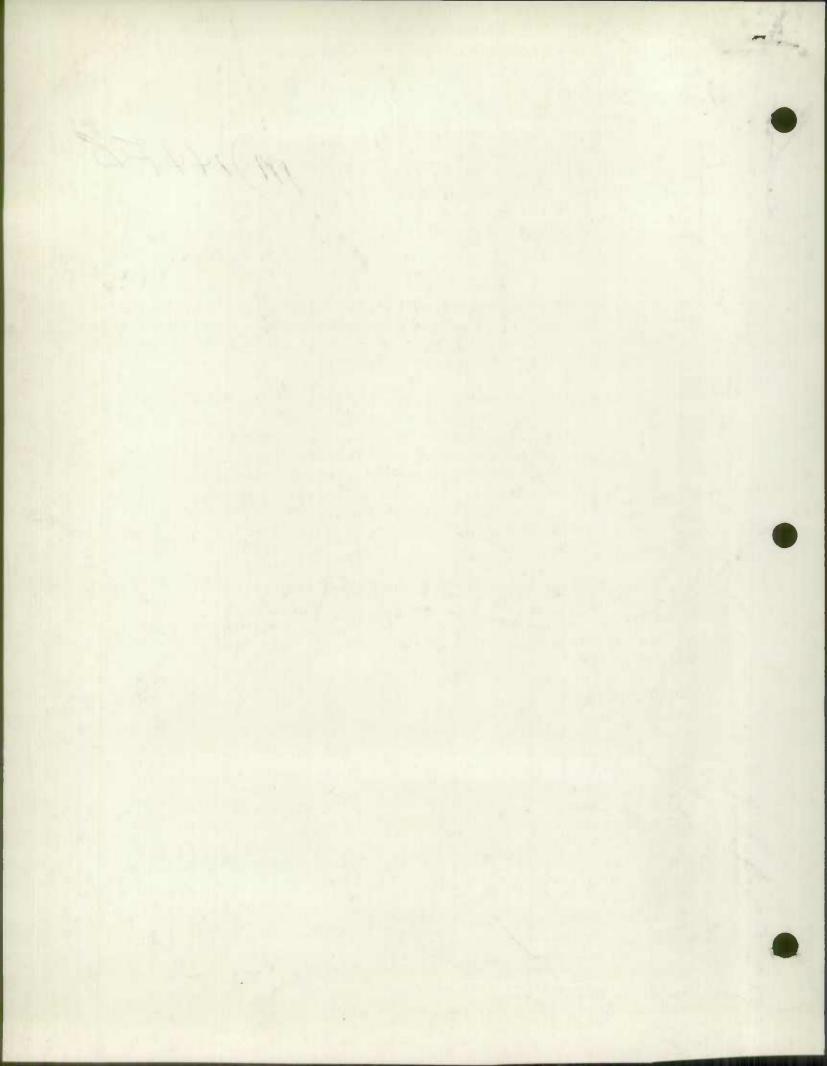
E. K. Roche

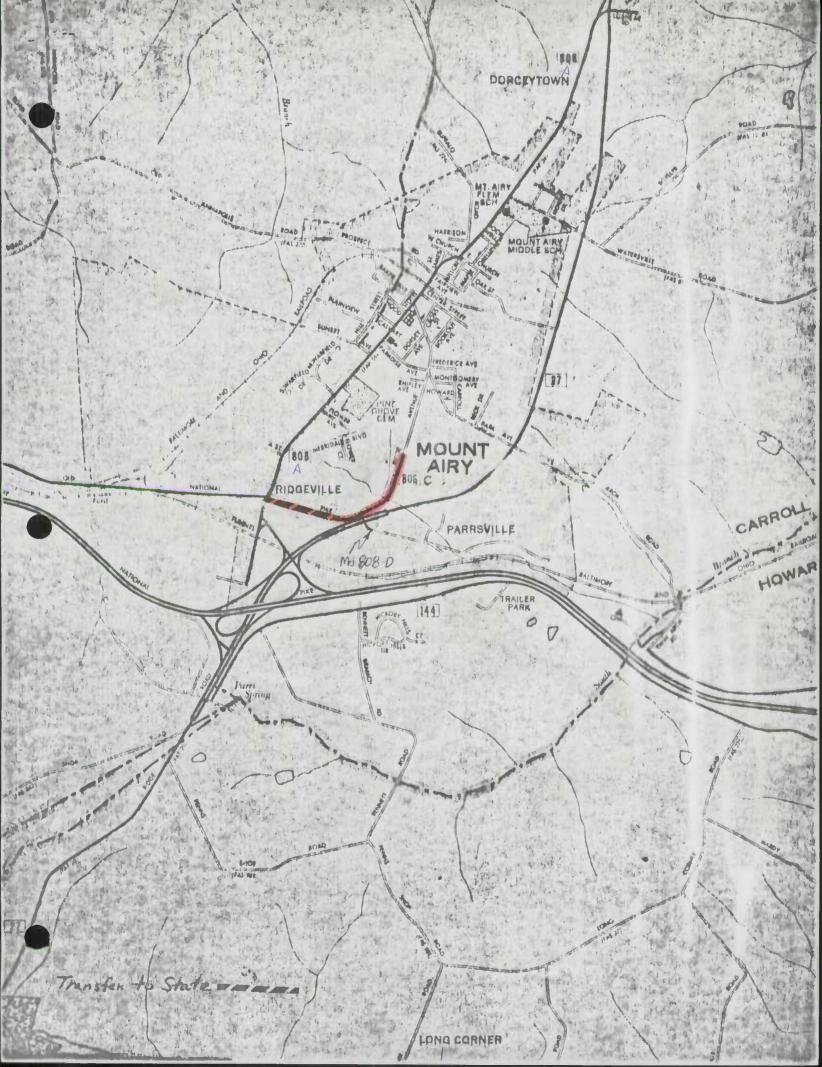
B. L. Stewart

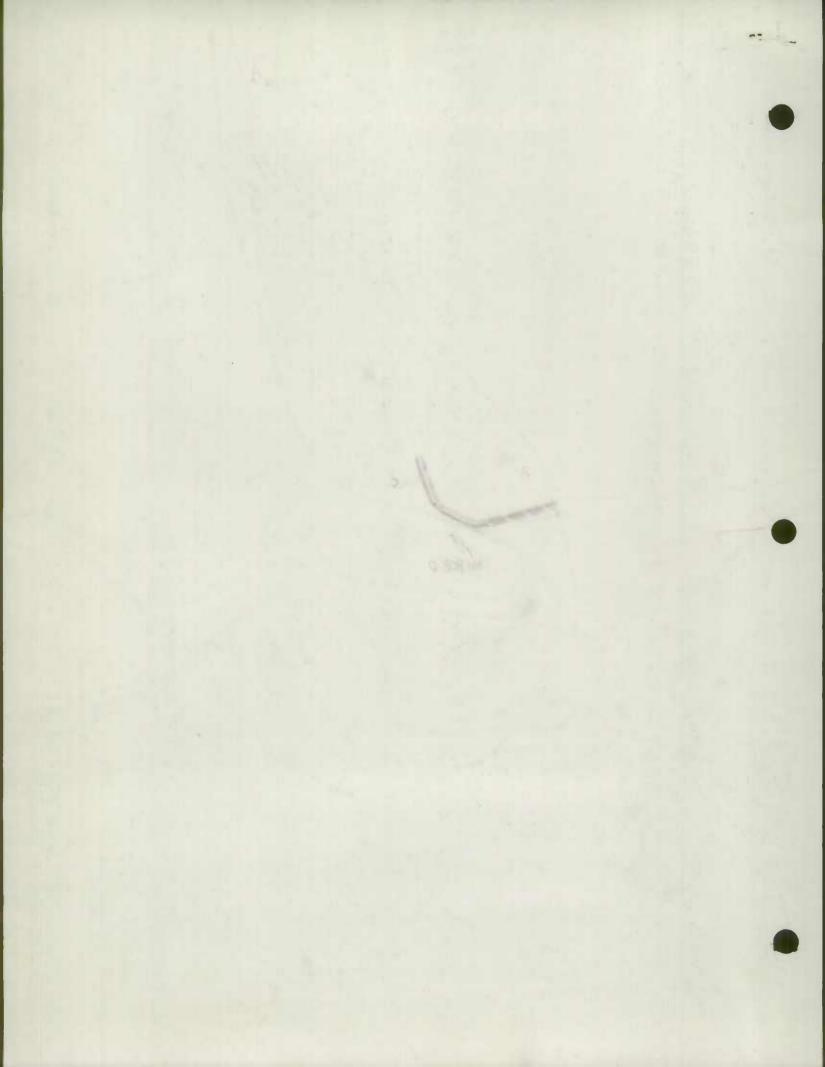
A. W. Tate

R. L. Ward

A. F. Yurek







MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS MONDAY, SEPTEMBER 29, 1975

* * * * *

Administrator Evans executed the following deeds dated September 29, 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

Dale Austin Shockey and Norma Jean, wife

0.22± acre of land in Allegany County, being portion of former properties of Potomac Edison Co., Item 48778; Ralph C. Kraus, et ux, Item 48905; Frank C. Day, et ux, Item 48906, Contract A-452-14-620

Approved sale of excess land at bid of \$500; initial deposit of \$100 as requested by bid form on file in Secretary's office to be deposited with Cashier after BPW approval

Hilda K. Wagner

0.02± acre of land in Anne Arundel County, being portion of former Andrew H. Brown property, Item 24233, Contract AA-263-001-515 Approved sale of excess land at bid of \$155; full purchase price on file in Secretary's office to be deposited with Cashier after BPW approval

Earl S. Hunt and Ethel M., wife

0.193± acre and 0.382± acre of land in Carroll County, being part of the bed of the road of former Md. 31, former LeRoy E. Hunt property, Item 33238, Contract C1-342-002-720

Approved sale of excess land at bid of \$500; full purchase price on file in Secretary's office to be deposited with Cashier after BPW approval

Francis J. Storty

0.113± acre and 0.191± acre of land in Howard County, being portion of former properties of James C. Powell, et ux, Item 57683, Parcel 1; David L. Perlman (Former Spurrier Burial Grounds) Item 57695, Parcel 2; Contract Ho-307-010-723

Approved sale of excess land at bid of \$1,600; full purchase price on file in Secretary's office to be deposited with Cashier after BPW approval

Copy: Mr. N. B. Friese

Mr. H. G. Downs

Mr. C. W. Reese

Mr. J. B. Saunders

Mr. R. S. Bennett

Mr. R. C. Pazourek

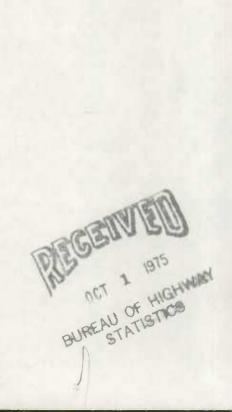
Mr. D. H. Fisher

Mr. T. L. Cloonan

Mr. J. D. Bushby

Mr. A. L. Gardner

Mr. T. G. Mohler
Mr. A. M. Schwalier
Mr. R. E. Guest
Bd. of Public Works of Md.
Secretary's file
Contract file (4)



Md 879 D Clarke to Co.

Minote Box

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

August 11, 1975

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated August 11, 1975, between the State Highway Administration and Carroll 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. 879-D (Entrance road northwest side of Md. 91) - From Md. 91 to Congoleum Nairn Corporation Gate for a distance of 0.09 mile. Now Co 888

Said agreement had previously been executed by the President of the Board of County Commissioners of Carroll County 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

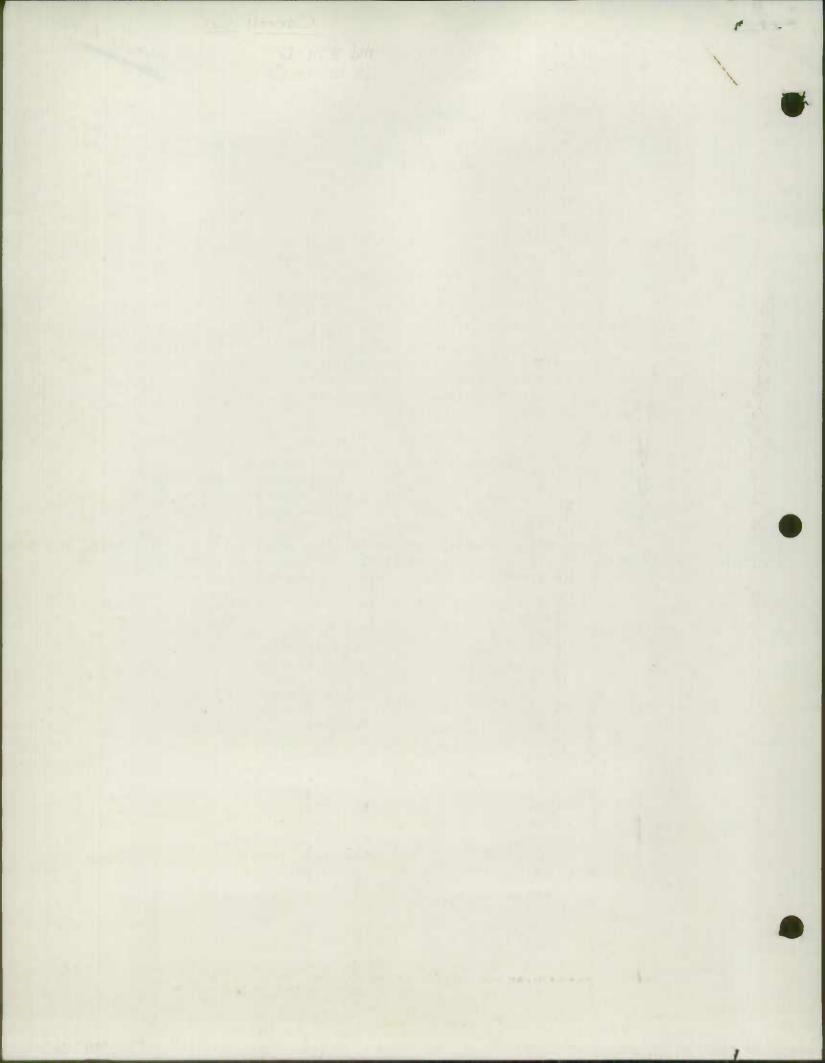
R. C. Davison

T. G. Mohler

Carroll County

Secretary's File

SHA-Carroll County



THIS AGREEMENT made this // day of August, 197.

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 Carroll 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,

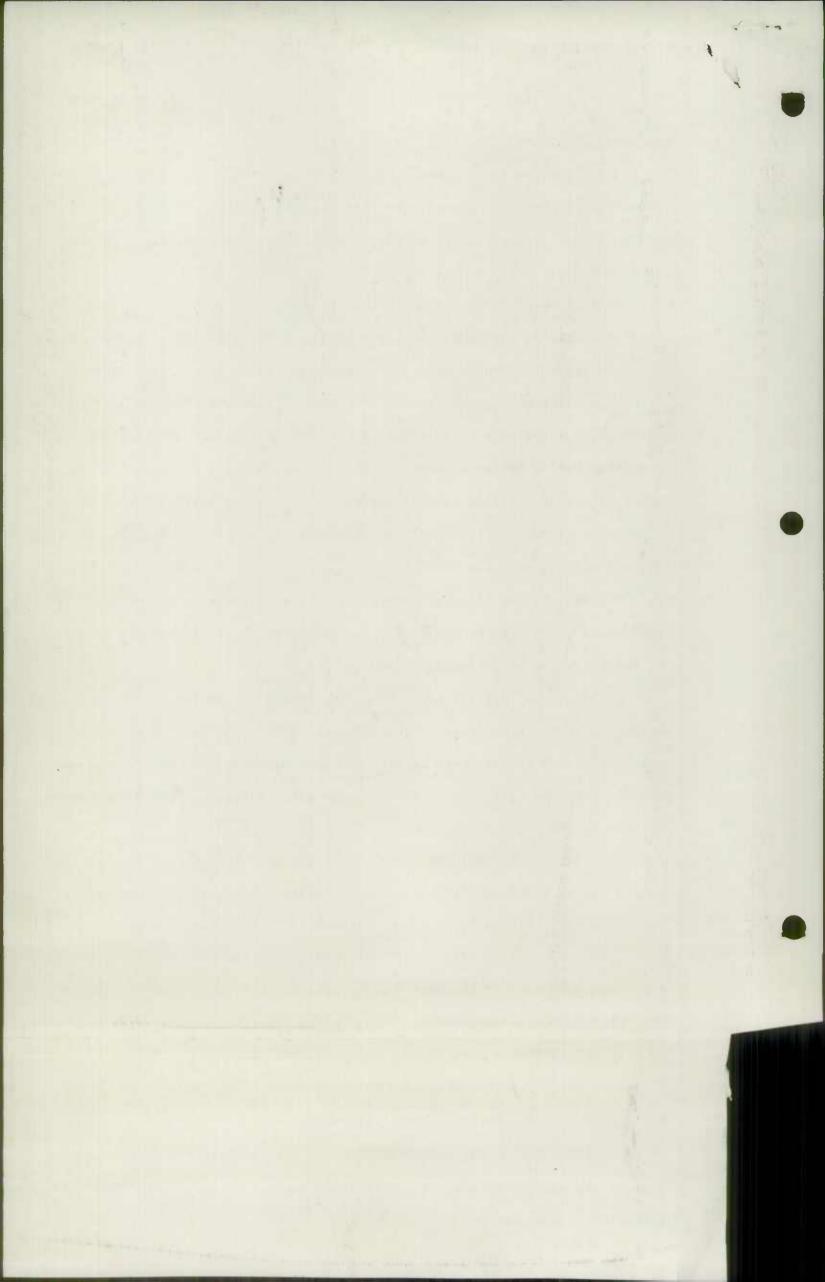
WHEREAS, it has been determined that the conveyance of the subject section of State Road to the County Highway System will result in a reduction in the cost of road maintenance; and,

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. 879-D (Entrance road northwest side of Md. 91) - From Md. 91 to Congoleum Nairn Corporation Gate, for a distance of $0.09^{\frac{1}{2}}$ 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:



- The effective date of transfer shall be upon complete approval and execution of this agreement.
- 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 0.09 mile in the allocation to the County beginning July 1, 1976.
- 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

> > Director, Office of Flanning and

WITNESS:

Clych P. That

Approved as to form and legal

Udu Special Attorney

Preliminary Engineering

sufficiency this 4/2 day of auenst

APPROVED:

Chief, Bureau of Highway Statistics

ATTEST:

Russ M. Dutterer

Clerk and County Commissioners

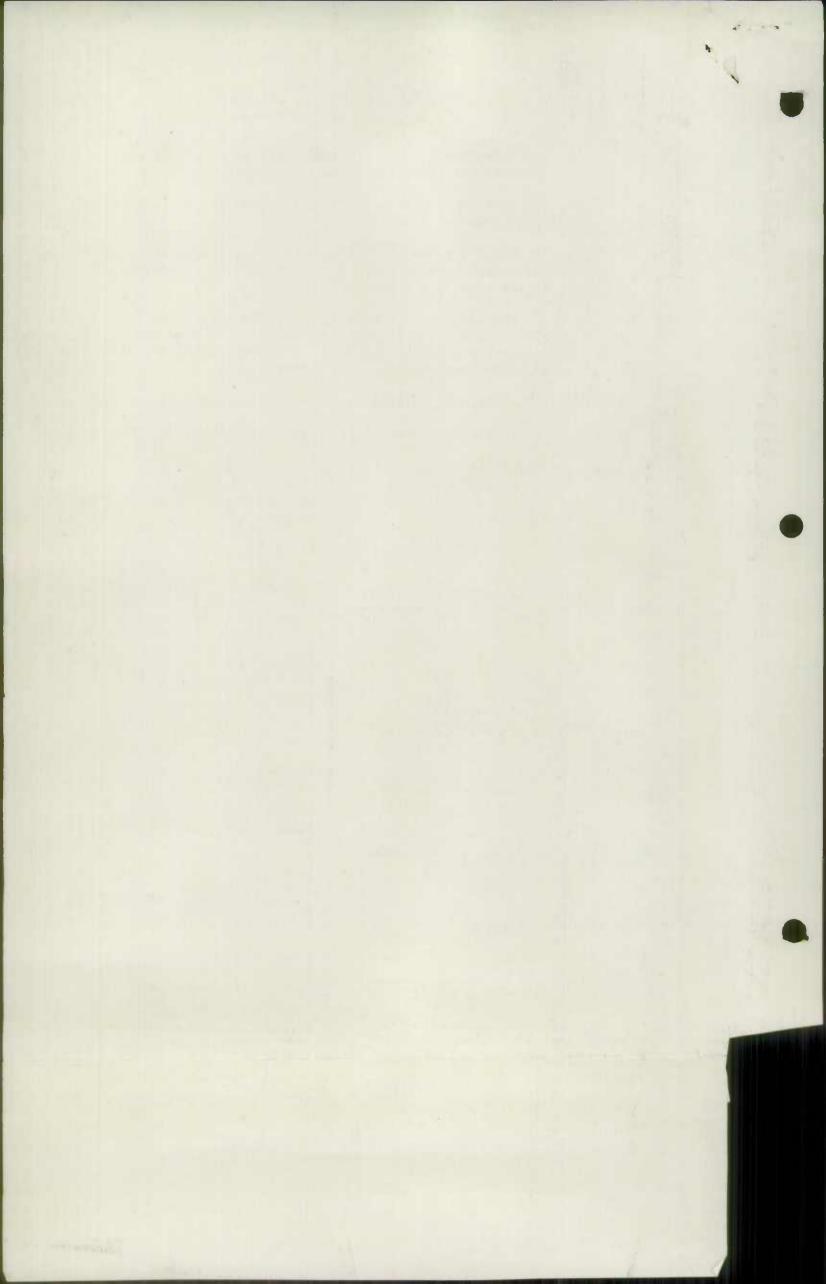
RECOMMENDED FOR APPROVAL:

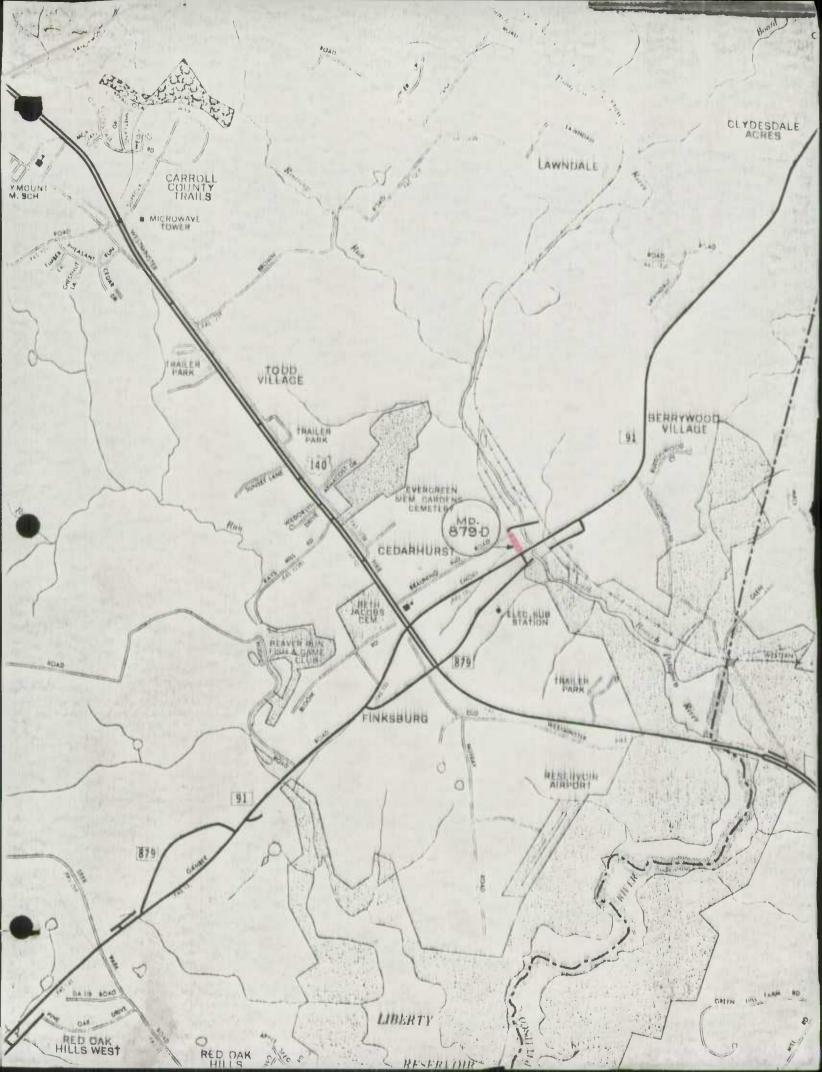
Director, Carroll County Public Roads

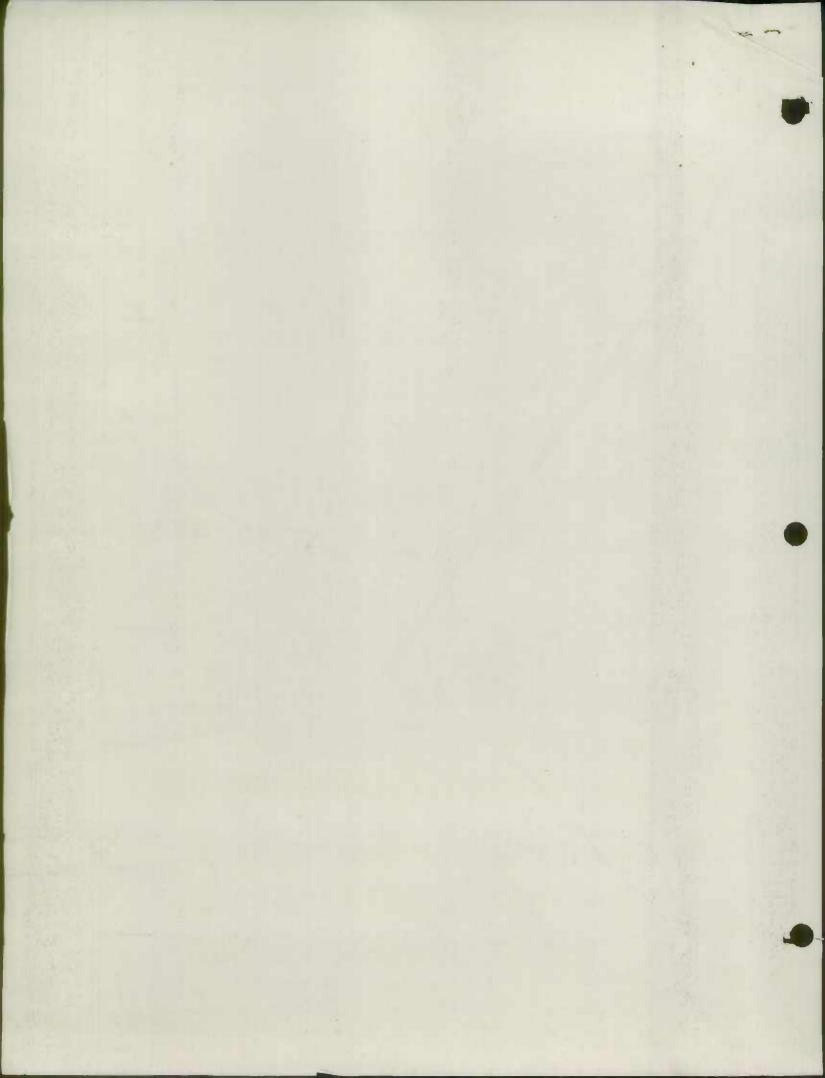
CARROLL COUNTY, MARYLAND

Commissioners

Approved as to form and legal sufficiency this 24-th day







MEMORANDUM OF ACTION OF DEPUTY STATE HIGHWAY ADMINISTRATOR NORTHAM B. FRIESE WEDNESDAY, OCTOBER 30, 1974

* * *

Deputy Administrator Friese executed duplicate copies of agreement dated October 30, 1974, between the Western Maryland Railway Company and the State Highway Administration, relative to the State's proposed re-alignment of Liberty Street and Railroad Avenue (Maryland Route 27) at the intersection of Main Street (Maryland Route 32) and widening and improvement of Winters Alley, (now known as Winters Street) in Westminster, Carroll County, Contract CL-478-776;FAP#T-800-2(5), 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 Chief Engineer Downs and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copy: Mr. N. B. Friese

Mr. H. G. Downs

Mr. L. E. McCarl

Mr. A. W. Tate

Mr. E. S. Freedman

Mr. I. C. Hughes

Mr. T. G. Mohler

Mr. R. C. Pazourek

Mr. R. J. Hajzyk

Mr. T. Hicks

Mr. C. W. Reese

Mr. D. F. Hambsch

Mr. W. L. Shook

Mr. W. F. Lins, Jr.

Mr. T. L. Cloonan

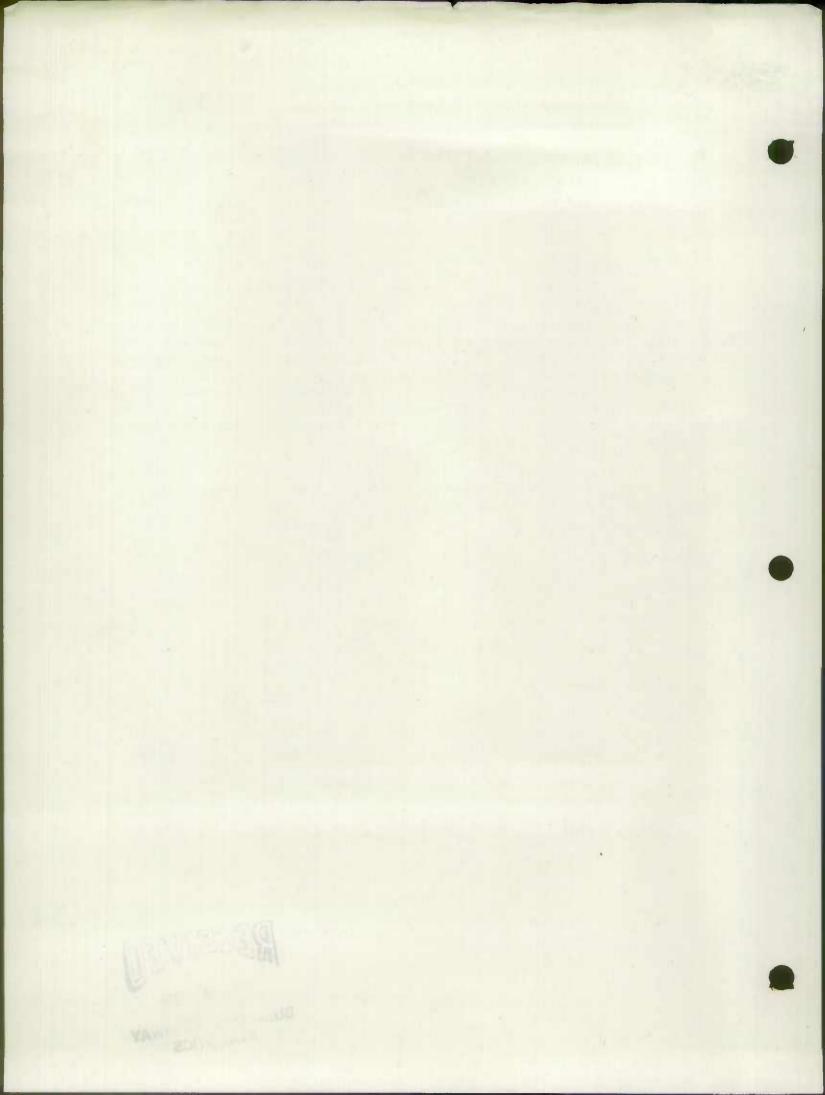
Mr. H. Berger

Secretary's File

SHA-Carroll County file

Contract CL-478-776; FAP#T-800-2(5)





MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS FRIDAY, AUGUST 16, 1974

Administrator Evans executed the following deeds dated August 16, 1974, 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

Charles C. Stevenson and May Adla, wife

Mayor and Common Council of Westminster

Victor R. Beauchamp, Leon Robbin, Victor R. Beauchamp, Trustee of the Estate of James B. Davis, deceased, and James B. D. Beauchamp

Conveyance

0.02+ acre of land in Anne Arundel County, being part of the bed of the road of former Clark Station Rd., Item 62708, Contract AA-816-576

0.37 0.062+ acre of land in Carroll County, being part of the bed of the road of former Md. 31. Item 63992, Contract C1-478-1-776

242+ sq. ft. of land in Montgomery County, being portion of former Victor R. Beauchamp property, Item 67666, Contract M-665-2-341

In Accordance With

Option, Item 64740, Contract AA-816-576

Option, Item 67108, Contract C1-478-1-776

Request of Grantee (Corrected Plats)

*- "Former MD 31" NOW Md 27 North of Mal 32 - K Pensers

See Memorandum of Action-Feb. 15, 1973 See Agree ment - Jan. 8, 1973

Copy: Mr. N. B. Friese

Mr. H. G. Downs

Mr. C. W. Reese

Mr. R. S. Bennett

Mr. D. H. Fisher

Mr. T. L. Cloonan

Bd. of Public Works of Md.

Secretary's file (3) Contract file (3)



Old Mew 27
NEW 27

Plat 44541

RECEIVED

AUG __ 19 4

STATISTICS STATISTICS

MEMORANDUM OF ACTION OF DEPUTY STATE HIGHWAY ADMINISTRATOR NORTHAM B. FRIESE TUESDAY, MARCH 19, 1974

Deputy Administrator Friese executed duplicate copies of agreement dated March 19, 1974, between the Baltimore & Ohio Railroad Company and the State Highway Administration, wherein the Railroad grants the Administration the right to construct a two span steel beam bridge on Md. 851 over south branch of Patapsco River at Sykesville and relocation of existing grade crossing No. 456 over the Railroad's old main line, located in Carroll and Howard Counties, Contracts Cl-505-775 and Ho-442-775 subject to the conditions more fully set forth therein.

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

Copy: Mr. N. B. Friese

Mr. H. G. Downs

Mr. L. E. McCarl

Mr. H. H. Bowers

Mr. A. W. Tate

Mr. I. C. Hughes

Mr. T. G. Mohler

Mr. R. C. Pazourek

Mr. R. J. Halzyk

Mr. T. Hicks

Mr. H. B. Felter

Mr. W. L. Shook

Mr. W. F. Lins, Jr.

Mr. T. L. Cloonan

Mr. E. K. Lloyd

Secretary's file

SHA-Carroll County file

SHA-Howard County file

Contract C1-505-775; Ho-442-775

AMARIAN ON HIGHWAY

Trans Upon Compl of CL 478-766

Schedulad advantisad date 11-20-73

complete 11-3-75

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL THURSDAY, FEBRUARY 15, 1973

Acting Administrator O'Donnell executed duplicate copies of agreement dated January 8, 1973, between the State Highway Administration and the Mayor and Common Council of Westminster, Maryland, in Carroll County, relative to transfer by the Administration to the City for maintenance purposes as part of the City Street System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

Md. 852K

- From the southwest Corporate Limits to Md. 32 (Main Street) for a distance of 0.63+ mile.

Also it is agreed that the City will transfer to the State as part of the State Highway System the following described section of City Streets:

Railroad Avenue - From Main Street (Md. 32) to the northeast Corporate Limits for a distance of 0.22+ mile.

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

Copy: Mr. W. E. Woodford, Ir.

Mr. H. G. Downs

Mr. L. F. McCarl

Mr. R. C. Pazourek

Mr. T. C. Mohler

Mr. W. I. Shook

Mr. C. F. Caltrider

Mr. W. H. Trainor

Mr. F. I. Dougherty

Mr. T. Hicks

Mr. H. H. Bowers

Mr. T. L. Cloonan

Mr. Charles Lee

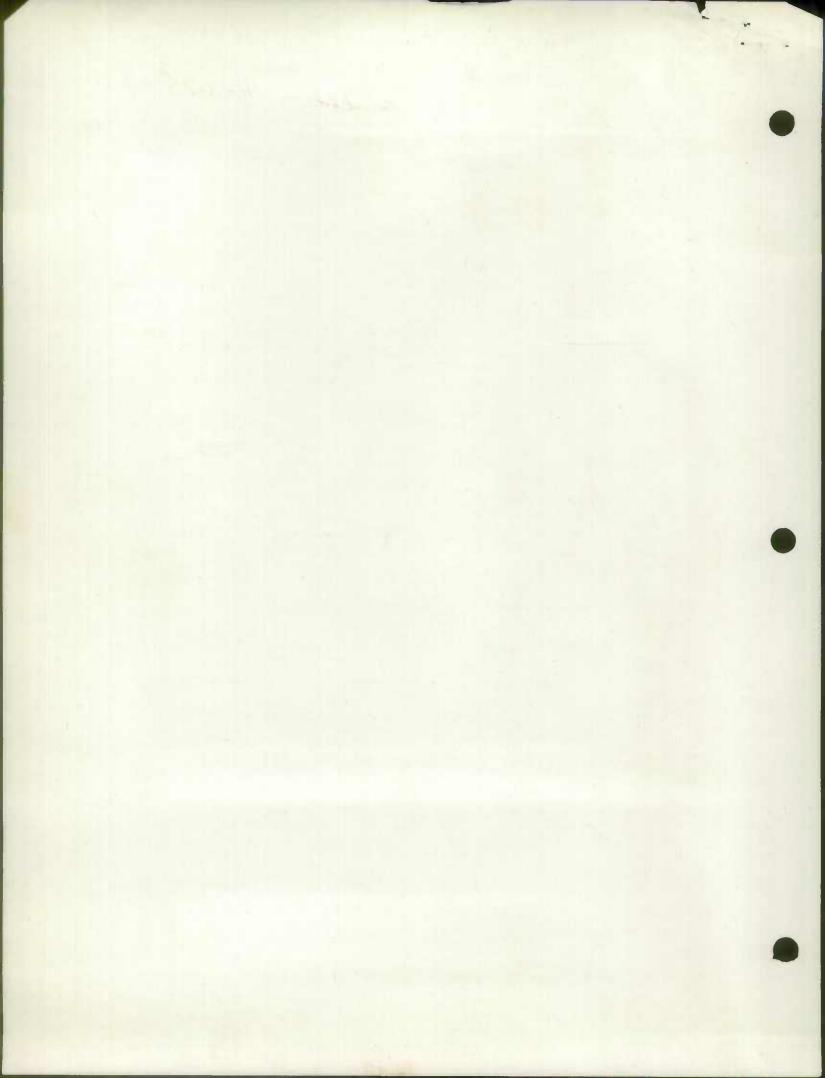
Mr. P. S. Jaworski

Miss D. J. Sinners

City of Westminster

Secretary's file

SHA-Carroll County file



THIS AGREEMENT made this day of tancery 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 the Mayor and Common Council of Westminster, Maryland, hereinafter referred to as "City", party of the second part, Witnesseth:

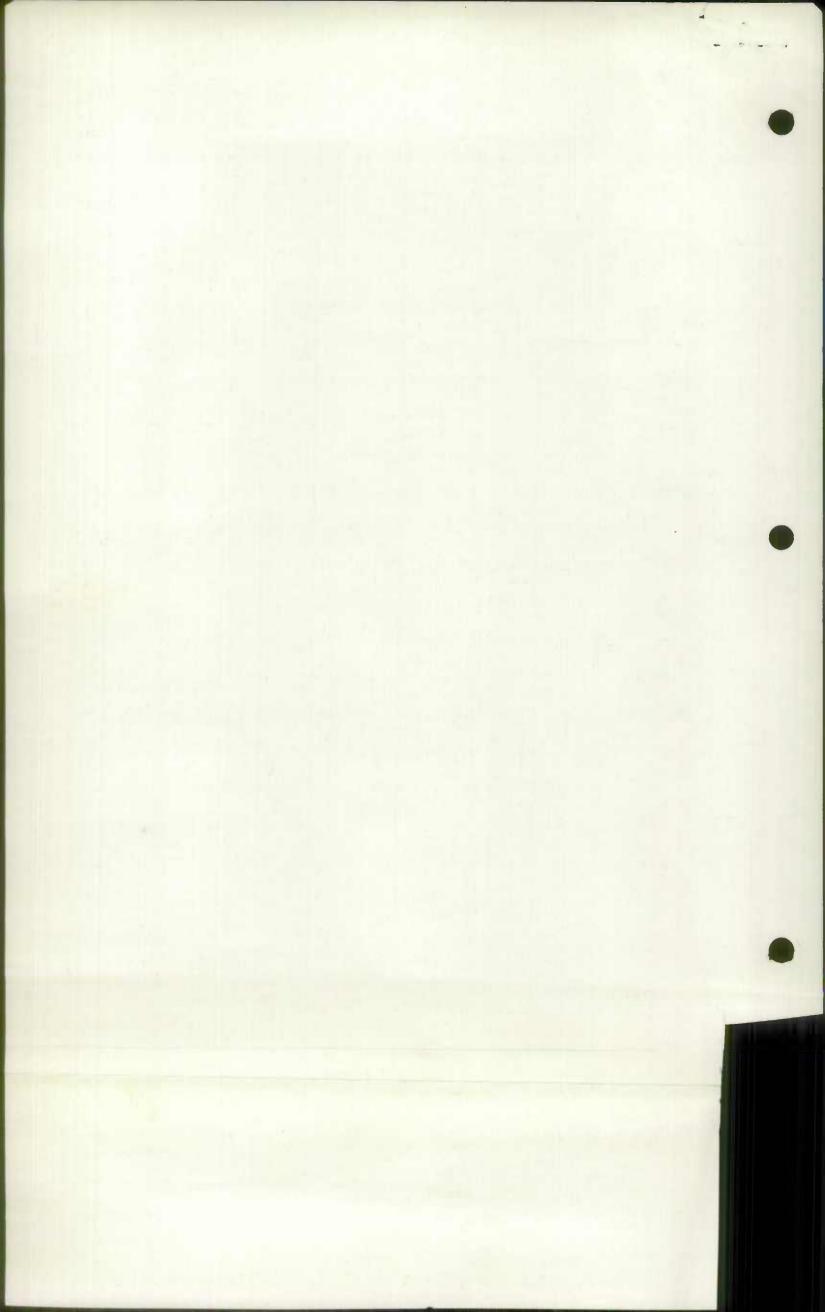
WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways or portions thereof to the Governing Bodies of the several Counties and/or Towns 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 "City", party of the second part, and the "City" has agreed to accept same for maintenance purposes as part of the City Street 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 "City" and the "City", party of the second part, does hereby accept from the "Highway Administration" the following described section of State-constructed highway for maintenance purposes, as part of the City Street System:

Md. 852K from the southwest Corporate Limits to Md. 32 (Main Street) for a distance of 0.631 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 aforegoing mileage will be included in the inventory as of

 December 1, of the year following completion of the construction

 of relocated Md. 27, connecting Railroad Avenue north of Main

 Street with Liberty Street south of Main Streed constructed under

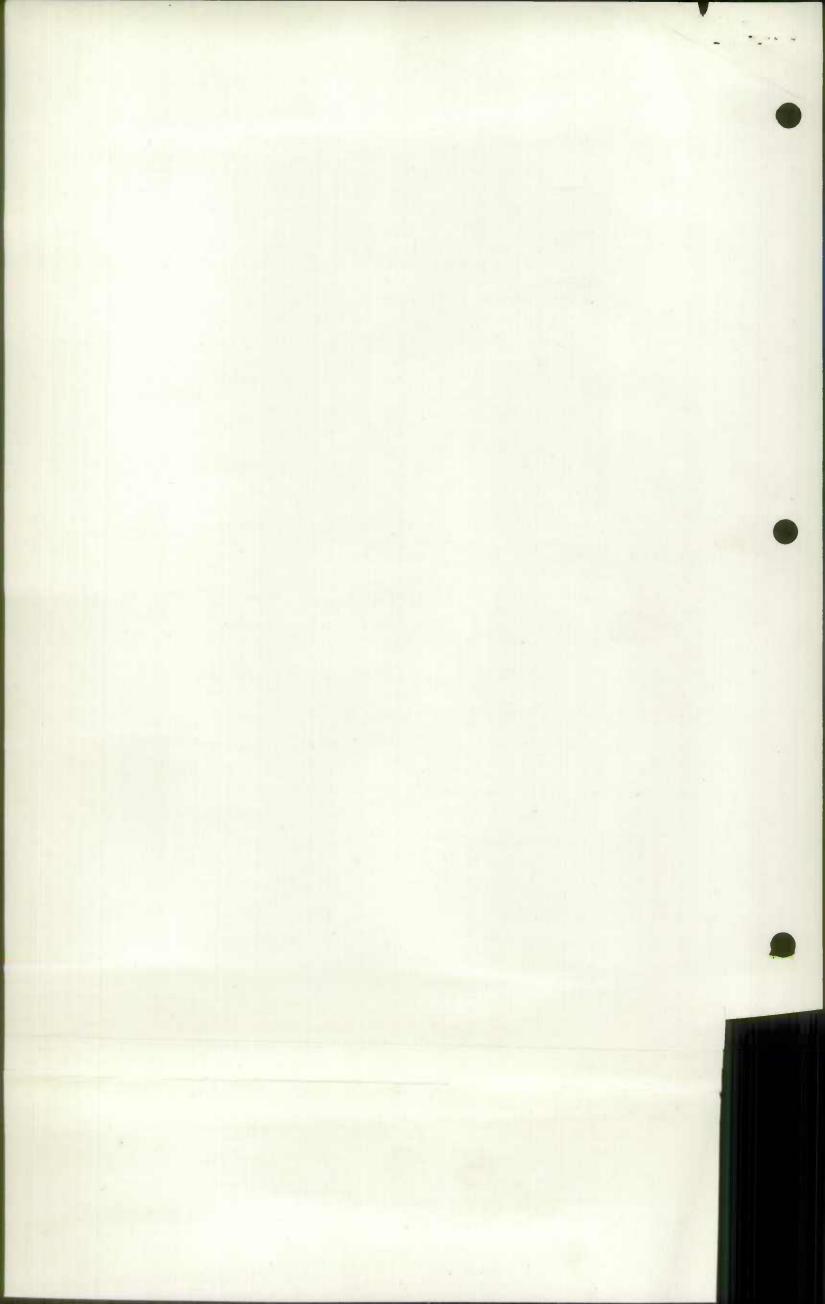
 Contract CL-478-776.
- 2. The basis for the allocation of funds will include the additional 0.87 ± 0.63 miles in the allocation to the City beginning July 1, of the year following the year and date set forth in Item 1, hereof.
- 3. The effective date for the transfer of this section is upon completion of the indicated improvements by the "Highway Administration" as 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.

AND BE IT FURTHER AGREED that in consideration of the aforegoing, the "City," party of the second part, does hereby transfer to the "Highway Administration," party of the first part, as a part of the State Highway System the following described section of City street:

Railroad Avenue - From Main Street (Md. 32) to the north-east Corporate Limits for a distance of 0.22 miles.

IT IS FURTHER UNDERSTOOD and agreed between the parties hereto that the change in the status of the City Streets is authorized under the following conditions:

1. The aforegoing mileage will be excluded from the inventory as of December 1, of the year following completion of the construction of relocated Md. 27, connecting Railroad Avenue north of Main Street with Liberty Street south of Main Street constructed under Contract CL=478=766.



- 2. The basis for the allocation of funds will exclude the 0.22±
 miles in the allocation to the City beginning July I, of the
 year following the year and date set forth in Item I, hereof.
- 3. The effective date for the transfer of this section is upon completion of the indicated improvements by the "Highway Administration" as 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 thereunto duly authorized, the day and year first above written.

STATE HIGHWAY ADMINISTRATION

By

WITNESS:

James J. O'Donnell Acting State Highway Administrator

APPROVED:

Chief Engineer

APPROVED:

Carroll R. Dell, Director Planning and Public Works

MAYOR AND COMMON COUNCIL OF WESTMINSTER

John D. Dudderar, City Clerk

Ву

Joseph H. Hahn, Jr., Mayo

City Attorney

HICHWAY S. M. C. M

DECENTED SEED ASS

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL WEDNESDAY, JANUARY 31, 1973

Acting Administrator O'Donnell executed the following deeds dated January 31, 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

Filterite Corporation

Conveyance

0.96± acre of land in Baltimore County, being portion of former properties of Richard O. Buck, Item 59127-B, and Filterite Corporation, Item 61629-A, Contract B-578-87-472

Option, Item 59127-B, Contract B-578-87-472

In Accordance With

Richard T. White and Laverna M., wife

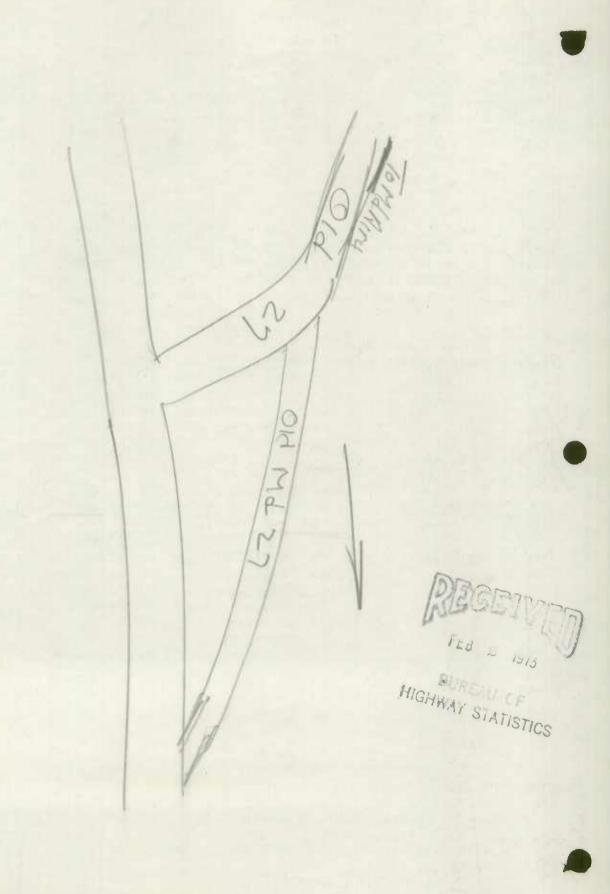
Kitchen Business Corporation 0.28+ acre of land in Carroll County, being portion of former Richard T. White property, Item 57091, and 0.65+ acre of part of the roadbed of existing Md. 27, Contract CL-409-4-771

7,373+ sq. ft. of land in Harford County, being portion of former properties of Elmer E. Pennington, Item 58031, and Kitchen Business Corporation, Item 64285, Contract H-360-5-471

Option, Items 78089 and 57091, Contract CL-409-4-771 Was Ma A Spur.

Option, Item 64285, Contract H-360-5-471

Copy: Mr. R. H. Trainer
Mr. R. S. Bennett
Board of Public Works of Maryland
Mr. D. H. Fisher
Secretary's File (3)
Contract File (3)
Mr. T. L. Cloonan



MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER WEDNESDAY, APRIL 19, 1972

Administrator Fisher executed the following deeds dated April 19, 1972, 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

Mayor and Common Council of Westminster, Maryland

This Is A MUN St. Now Not Part of State System

John J. Brenneman and Leah J., wife

State of Maryland, Department of Forests and Parks

Conveyance

0.04+ acre of land in Carroll County, being portion of former Howard Koontz property, Item 16629 and 0.11+ acre of old roadbed of Md. 97. Contract C1-303-2-715

0.21+ acre of land in Garrett County, being portion of former R. H. Alexander property, Item 17526, Contract G-248-3-615

10.33+ acres of land in Howard County, being portion of former properties of John C. Kuhn, Item 51405 and Albert J. Mellor, Item 51407, Contract Ho-305-15-723

In Accordance With

Request of grantee, subject to reverter clause included therein.

Approved sale of excess land at bid of \$2,515.00. Full purchase price on file in Secretary's office; to be deposited with Cashier after BPW approval.

Request of grantee, subject to reverter clause included therein.

Copy: Mr. W. E. Woodford, Jr.

Mr. R. H. Trainor

Mr. R. S. Bennett

Mr. R. C. Pazourek

Mr. T. G. Mohler

Mr. J. D. Bushby

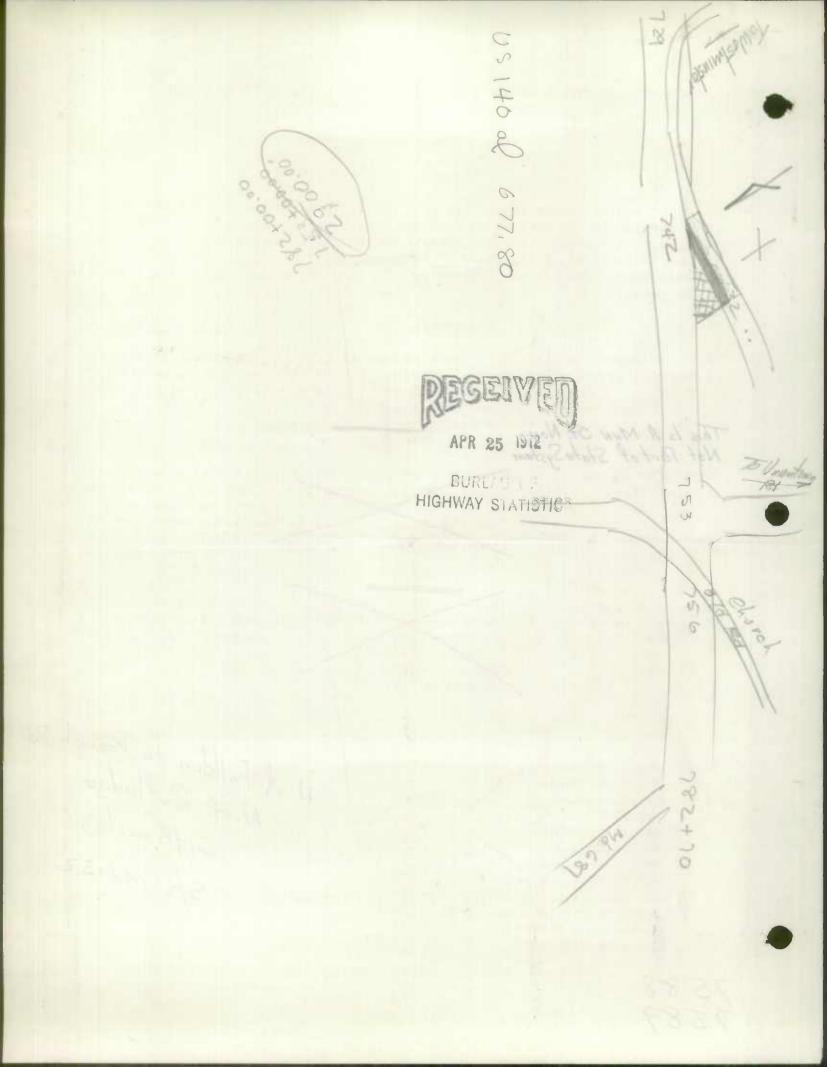
Mr. G. W. Cassell,

Mr. A. M. Schwalier

Mr. R. Guest

Board of Public Works of Maryland Secretary's File (3) Contract File (3)

N. of Fallston to Pocock Rd N. of Putlodge N. of Putlodge 5.48 miles 5/5 Md 152



MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER WEDNESDAY, AUGUST 18, 1971

Administrator Fisher executed supplemental agreement, in duplicate, dated August 18, 1971, between The Baltimore and Ohio Railroad Company and the State Highway Administration, wherein agreement dated June 6, 1967 is modified due to the Administration's proposed shift in the relocation of Md. 27 120 feet to the East so as to cross over the Railroad's Mount Airy Tunnel at Railroad Valuation Station 130+20 instead of 131+40, in all other respects the original agreement to remain in full force and effect.

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



Copy: Mr. W. E. Woodford Mr. L. E. McCarl

Office of Planning & Safety

Mr. H. G. Downs

Mr. W. L. Shook

Mr. T. G. Mohler

Mr. A. L. Grubb

Mr. P. R. Miller

Mr. R. F. Galloway

Mr. G. W. Cassell Mr. M. M. Brodsky

Mr. H. Berger

Mr. L. A. Yost

Mr. W. B. Duckett

Mr. E. K. Lloyd

Mr. W. F. Lins

Mr. G. N. Lewis, Jr.

Secretary's File #44385

SHA-Carroll County File

Contract C1-409-3-771

RESIDENCE ACTION OF STATE STORMS AGAINST TO NOTION TO REPLANDED AND ASSESSED AND ASSESSED ASSESSEDA ASSESSED ASSESSED ASSESSED ASSESSED ASSESSED ASSESSED ASSESSEDA ASSESSED ASSESSED ASSESSED ASSESSED ASSESSEDADAS ASSESSEDADAS ASSESSEDADAS ASSESSEDADAS ASSESSEDADAS ASSESSEDADAS ASSESSEDADAS

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Said agreement had been executed previously on the part of the Wailroad, approved by China Engineer Hoodings, and agreemed by to form and larget sufficiency by Special Astronomy Polaki.

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ITA-1-POS-ID SEASHOL

THIS SUPPLEMENTAL AGREEMENT, executed in duplicate, made and entered into this 18TM day of Accest 1971, by and between THE BALTIMORE AND OHIO RAILROAD COMPANY, hereinafter sometimes called "Railroad", party of the first part, and THE STATE HIGHWAY ADMINISTRATION of the Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter sometimes called "State", party of the second part, witnesseth:

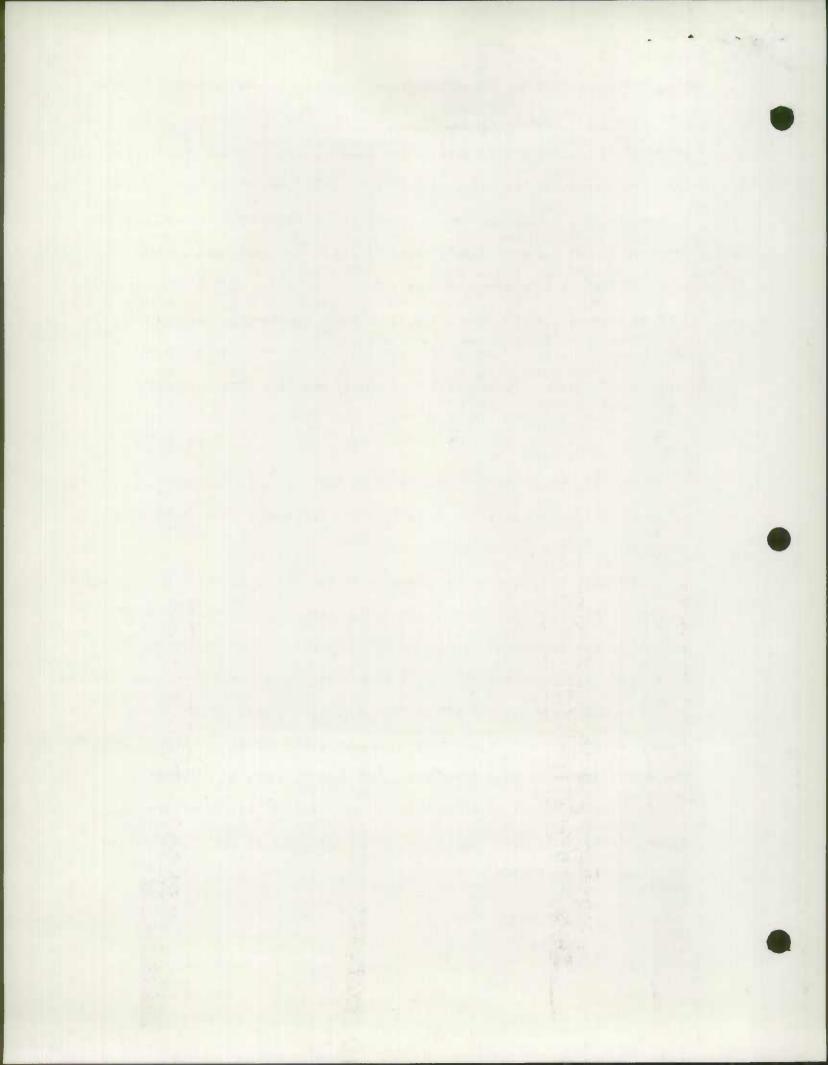
whereas, the Railroad and State Roads Commission of Maryland, entered into an agreement dated June 6, 1967, to cover proposed relocation and improvement of Maryland Route 27 designed to cross over the Railroad's Mount Airy Tunnel (Mount Airy Cutoff) and right of way at Railroad Valuation Station 131+40 in the vicinity of Mount Airy, in Carroll County, Maryland, and

WHEREAS, the State proposes to shift the relocation of Maryland Route 27 120 feet to the East so as to cross over the Railroad's Mount Airy Tunnel at Railroad Valuation Station 130+20, and

WHEREAS, the Railroad is agreeable to the change in the relocation of Maryland Route 27 as proposed by the State which requires certain modifications in said agreement of June 6, 1967, as hereinafter set forth.

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, the parties do hereby agree to the modifications of said Agreement dated June 6, 1967, as follows:

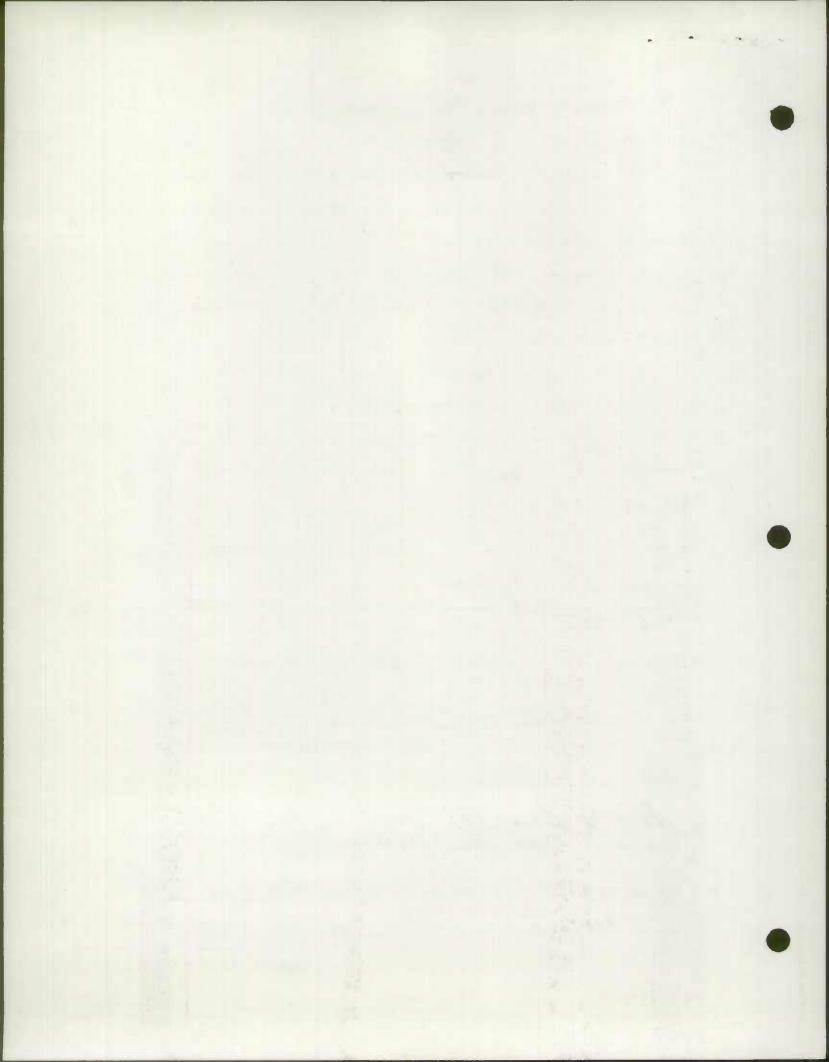
1. Change location of crossing of proposed relocation of Maryland Route 27 over Railroad's Mount Airy Tunnel and right of way from Railroad Valuation Station 131+40 to 130+20.



- 2. Change State's Contract Number in Section two (2) from C1-409-3-771 to C1-371-3-772/F-605-77-772.
- 3. Substitute State's Plat No. 39766 for Plats 34530 and 34531 referred to in Section three (3), a print of Plat No. 39766 being attached hereto and made a part hereof.
- 4. Except as herein provided, it is understood and agreed that all of the terms and conditions of said agreement of June 6, 1967 shall remain in full force and effect.
- 5. This Supplemental Agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

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

ATTEST:	THE	BALTIMORE AND OHIO RAILROAD COMPANY
12 2. Jashworth Assistant Secretary	Ву	Vice-President
WITNESS:	THE	E STATE HIGHWAY ADMINISTRATION
Q0 - S	By:	David H. Fisher State Highway Administrator
APPROVED:		
Chief Engineer - State Highway Administration		
Approved as to form and legal sufficiency this		
O more		Special Attorney
	0	

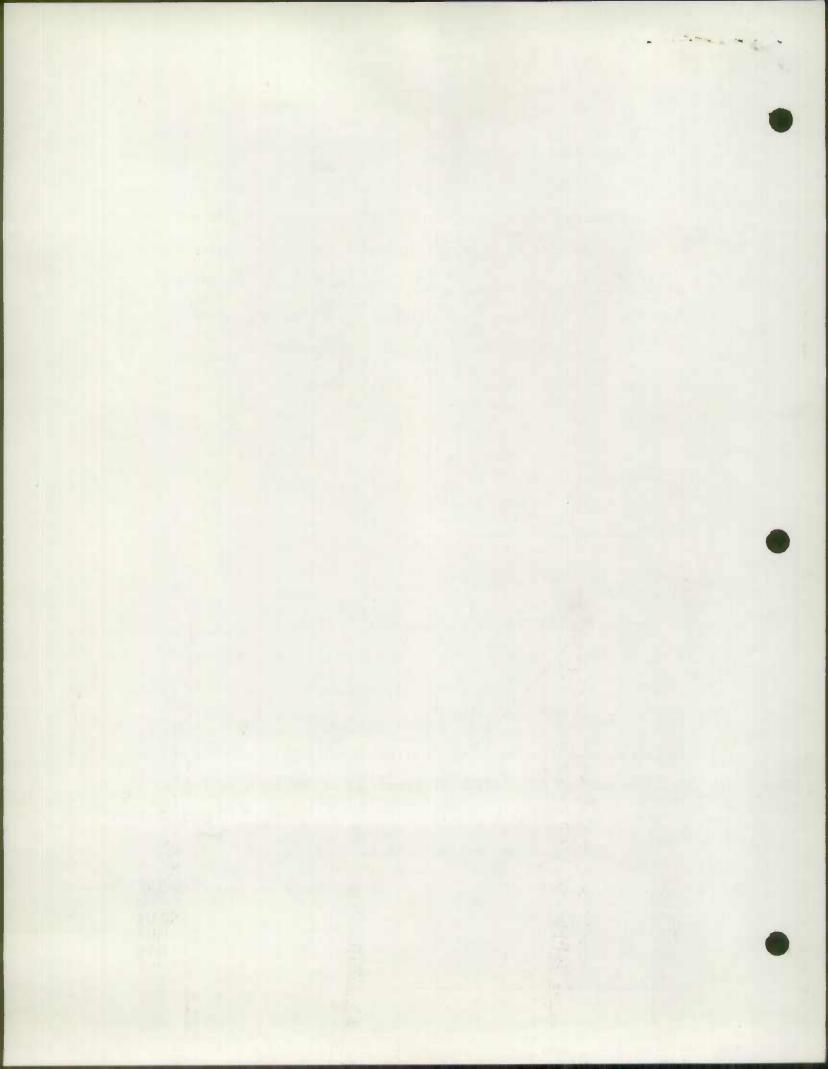


I HEREBY CERTIFY that on this 22 day of JUNE 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared C.V. Cowan , Vice President, of THE BALTIMORE AND OHIO RAIIROAD COMPANY, and acknowledged the aforegoing agreement to be the act and deed of THE BALTIMORE AND OHIO RAILROAD COMPANY. AS WITNESS my hand and Notarial Seal. James G. Smith My Commission Expires: MY COMMISSION EXPIRES JULY 1, 1914 I HEREBY CERTIFY that on this 15th day of Congress 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared David H. Fisher, State Highway Administrator, for THE STATE HIGHWAY ADMINISTRATION of the Department of Transportation, and acknowledged the aforegoing agreement to be the act and deed of The State Highway Administration of the State of Maryland, acting for the State of Maryland. AS WITNESS my hand and Notarial Seal.

My Commission Expires:

July 1, 1974

Frank J. Paskoush.



MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF JUN 14 TUESDAY, JUNE 6, 1967

BUREAU OF HIGHWAY STATISTICS

Chairman and Director Wolff executed agreement, in duplicate, dated June 6, 1967, by and between The Baltimore and Ohio Railroad Company, therein sometimes called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, therein sometimes called "Commission," party of the second part, wherein the Railroad grants to the Commission, insofar as it has a 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 and maintaining the relocated Maryland Route 27, from U. S. Route 40 to Dorceytown in the vicinity of Mount Airy, in Carroll County, Maryland, the relocation and improvement of which, as planned, will be designed as a dual highway, and it is proposed to construct the Northbound roadway at this time and the Southbound roadway at some future date, which will cross over the Railroad's Mount Airy Tunnel (Mount Airy Cutoff) and right of way at approximate Railroad Valuation Station 131+40, as shown on Commission's Plats Nos. 34530 and 34531, in accordance with plans and specifications for the Project identified as Commission's Contract No. C1-409-3-771, and wherein the parties thereto state more fully their respective aims and obligations in connection with construction and maintenance of the project.

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 Nolan H. Rogers.

Cony: Mr. D. H. Fisher

Mr. W. J. Addison

Mr. L. E. McCarl

Mr. C. A. Goldeisen

Mr. F. P. Scrivener

Mr. T. G. Mohler (2)

Mr. A. L. Grubb (2)

Mr. M. D. Philpot (2)

Mr. C. S. Linville

Mr. G. W. Cassell V

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-Carroll County

Contract C1-409-3-771

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Sald agreement had been executed previously on the part of the Relly cond, sepreved by Chief Esquinger Pubber, and approved as to form and topal nul-

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Mr. A. E. Crubb (2)

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Art. H. C. Josen Mr. D. G. Dashant (2) Mr. S. H. Dashant (2) Mr. S. G. Lierra Mr. G. H. Lewis (4) Mr. G. H. Lewis (4) Jernature (4) Jernature (5) Jernature (5) Jernature (6) Jernature (6) Jernature (7) Jernature (8) THIS AGREEMENT, executed in duplicate, made and entered into this 6" day of free , 1967, by and between THE BALTIMORE AND OHIO RAILROAD COMPANY, hereinafter sometimes called "Railroad", party of the first part, and the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, hereinafter sometimes called "Commission", party of the second part, witnesseth:

WHEREAS, the Commission proposes to relocate and improve Mary-land Route 27 from U. S. Route 40 to Dorceytown in the vicinity of Mount Airy, in Carroll County, Maryland, the aforesaid work being sometimes referred to as the "Project", and

WHEREAS, the relocation and improvement of Maryland Route 27, as planned, will be designed as a dual highway, it is proposed to construct the Northbound roadway at this time and the Southbound roadway at some future date, which will cross over the Railroad's Mount Airy Tunnel (Mount Airy Cutoff) and right of way at approximate Railroad Valuation Station 131+40 and

WHEREAS, the parties hereto understand that, pursuant to legis—
lation 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 the proposed Project and to enter into an agreement to state more fully their respective aims and obligations connected therewith:

NOW, THEREFORE, this agreement witnesseth that for and in con'sideration of the sum of One Dollar (\$1.00), paid by each party to the
other, receipt whereof is hereby acknowledged, the parties do hereby
agree as follows:

- 1. Railroad, insofar as it has a legal right and its present title permits, does hereby grant, subject to the terms, limitations and agreements hereinafter set forth, unto the Commission, the right, liberty and privilege of constructing, establishing and maintaining the relocated Maryland Route 27 over and across the Railroad's Mount Airy Tunnel and right of way as hereinabove described, said Project to be paid for by the Commission, and as further provided in Section 12 hereof.
- 2. Detailed plans and specifications for the Project shall be prepared by the Commission, and identified as Commission's Contract No. CL-409-3-771. Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of both parties to this agreement, to the extent that their respective interests are affected thereby. In addition, and where necessary, said plans and specifications shall be subject to Federal approval.
- 3. Railroad, insofar as it has the right so to do, hereby quitclaims to the Commission, without monetary consideration, an easement for highway purposes required for the Relocated Maryland Route 27 over the said Mount Airy Tunnel and across the right of way of the Railroad as shown on Commission's Plats Nos. 34530 and 34531, print of which is attached hereto and made a part hereof; the Railroad, for itself, its successors, assigns and licensees, reserving all rights, including but not limited to those which it now deems, or from time to time may deem, desirable or necessary for its various operations, or the operations of others, as they now are or may lawfully be engaged in from time to time, and in order to be enabled to construct, reconstruct, relocate, operate, maintain, repair, renew and remove such of its facilities as now are, or such additional facilities, either its own or those of others, of whatever type as in the future Railroad, its successors and assigns, may deem desirable or necessary to be located in, upon, under or across the land involved, so long as such use and occupancy do not interfere with the land's use for highway

purposes as contemplated herein.

- 4. All work 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 pole lines, and all Railroad appurtenances and facilities of whatever kind, nature or description only insofar as same is made necessary by construction of said Project. Railroad's work may be performed by its own forces on a force account basis or by contract (awarded by the Railroad, subject to the approval of the Commission) or by a combination of both, and the Commission shall reimburse the Railroad as provided in Section 12 hereof.
- 5. It is agreed that in the construction of said Project, all necessary falsework, bracing or forms on Railroad right of way and any other temporary construction and clearances affecting the Railroad, shall be subject to the approval of the Chief Engineer of the Railroad, or his authorized representative, and the Public Service Commission of Maryland.
- 6. Each party shall, in carrying out its work on the Project provide the necessary engineering and inspection for its respective part of the work, and the Commission shall reimburse the Railroad therefor as provided in Section 12 herein. However, the Commission shall have general charge of the engineering on the Project.
- 7. Any watchmen, flagmen and other protection or devices, necessary during the construction period of said Project to protect or safe-guard Railroad's property or traffic, shall be provided by the Railroad, and the Chief Engineer of the Railroad or his authorized representative shall be the sole judge as to the need for such Railroad protection.

 Commission shall provide all necessary watchmen and flagmen to protect highway traffic. Commission shall reimburse the Railroad for Railroad protective services in accordance with Section 12 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 Commission's Contractor or Contractors, shall not relieve said Contractor or 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 right of way shall be done in a manner satisfactory to the Chief 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 track of the Railroad. The Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damages or delay to or interference with Railroad's trains or other property. The Railroad shall allow to Commission's Contractors the right to reasonable use of Railroad right of way in the vicinity of said work, with his construction equipment used in the performance of the work contemplated hereunder.
- 9. Commission shall require its Contractors, upon completion of the work of such Contractors and before final payment is made, to remove from within the limits of the Railroad's land all machinery, equipment, surplus material, falsework, rubbish or temporary buildings and other property of such Contractors, and to leave the said land in a condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.
- shall require its Contractor or Contractors, in addition to their construction bonds, to cause to be executed all insurance required by the Special Provisions of the Proposals for the contracts entered into by the Commission for the construction of the said Project and these contracts are hereby incorporated by reference thereto into this agreement and made a part hereof.

11. Upon completion of said Project, the Railroad shall, at its own cost and expense, maintain its roadbed, track and all other Railroad facilities. Commission shall, at its own cost and expense, maintain the relocated Maryland Route 27 and all highway facilities. 12. Commission will reimburse the Railroad monthly for all costs and expenses of any labor, material and equipment which may be required by Railroad on or in connection with temporary and permanent changes to its pole lines and facilities, Railroad watchmen and flagmen necessary for protection services, as well as engineering and inspection, only insofar as such expenses and services are caused solely by the construction of the Project, and in accordance with Policy and Procedure Memorandum No. 30-3 of the Bureau of Public Roads and amendments thereto. To provide adequate protection on Force Account work, it will be necessary to purchase insurance in accordance with Bureau of Public Roads policy and Procedure Memorandum 30-3(2). The amount of such insurance coverage and the rate to be paid therefor will be included in Railroad Force Account Estimate. 13. The work provided for in this Agreement shall be commenced by the parties within thirty (30) days from the date on which the Commission notifies the Railroad that this Agreement is effective, and all funds necessary therefor on the part of the Commission have been properly certified and made available; and such work shall be completed within a reasonable time thereafter. Preparation of plans, or buying and assembling of materials following the execution of this Agreement shall be construed as compliance with the foregoing thirty (30) day provisions. Except as otherwise specifically provided in this Agreement, neither this paragraph nor any other provision of this Agreement shall be construed as being for the benefit of the Commission's Contractor or Contractors or any other third person, and the Commission shall insert in its agreement with said

14. 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

Contractor or Contractors a provision to that effect.

time during progress of the work.

- 15. The Bureau of Public Roads Policy and Procedure Memorandum No. 21-10 classifies this Project in Classification No. 4, resulting in no ascertainable benefits to the Railroad. The Railroad's contribution shall be zero dollars.
- 16. It is understood and agreed between the parties hereto that this agreement covers the construction and maintenance of presently proposed Northbound roadway of relocated Maryland Route 27, as well as the future Southbound roadway and such work when performed shall be carried out under the same terms and conditions as set forth herein.
- 17. It is further understood and agreed between the parties hereto that in the event the Railroad should decide sometime in the future to eliminate its existing Mount Airy Tunnel by means of open cut excavation, the Commission will, at its sole cost and expense, provide temporary highway detour and construct suitable highway structures to carry relocated Maryland Route 27 over the Railroad's track, facilities and slopes.

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

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

ATTEST:

THE BALTIMORE AND OHIO RAILROAD COMPANY

G. P. Muendlein

ATTEST:

Lew Sint

Chief Engineer - System

STATE ROADS COMMISSION OF MARYLAND

Chairman and Director of Highways for the State of Maryland

APPROVED:

Chief Engineer - State Roads Commission

Approved as to form and legal sufficiency this 29% day

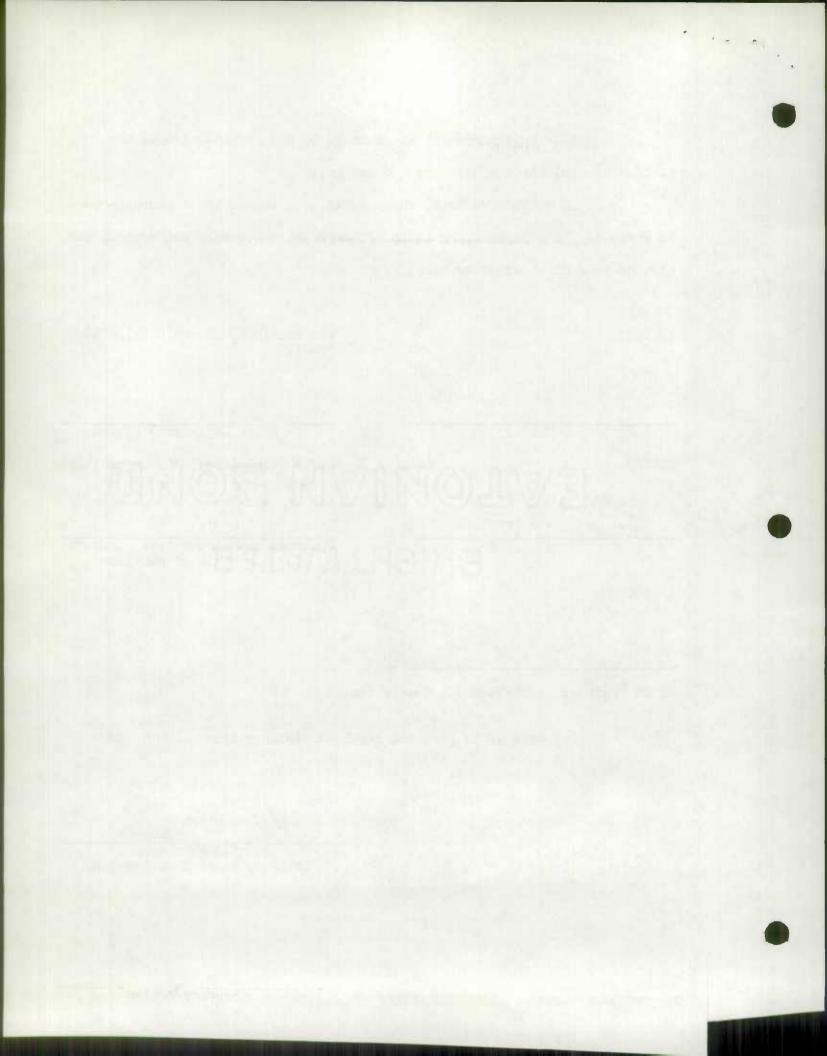
of May

10 117 Juli

, 1967.

Special Assistant

Attorney General of Maryland



STATE OF WEST VIRGINIA) ss.:

I HEREBY CERTIFY that on this 16 TH day of MAY 1967, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Cabell County, personally appeared R.C.TENCH

CHIEF ENGINEER = SYSTEM, of THE BALTIMORE AND OHIO RAILROAD COMPANY, and acknowledged the aforegoing agreement to be the corporate act and deed of the said THE BALTIMORE AND OHIO RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

C. Louis Fridings

My Commission Expires:

SEPTEMBER 7 1971

STATE OF MARYLAND) ss.:

I HEREBY CERTIFY that on this 6th day of Jone, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Joromo B. Welss, 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 Jublic Notary Public

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, OCTOBER 14, 1964

* * *

The Commission approved and Chairman and Director Funk executed for and on its behalf duplicate copies of agreement dated September 23, 1964, by and between the Western Maryland Railway Company, party of the first part, therein sometimes called "Railway," and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the second part, therein sometimes called "Commission," wherein the Railway, insofar as it has a legal right and its present title permits, and subject to the terms, limitations and agreements set forth therein, grants the Commission the right, liberty and privilege of constructing, establishing, maintaining and renewing the Commission's proposed overhead bridge and approaches over the tracks and property of the Railway, in connection with relocation and improvement of Md. Route 91 between Gamber in Carroll County and the Baltimore County line, and also provides for relocation of the existing grade crossing, together with automatic flashing signals, to serve the Reilway's freight station at Cedarhurst, said improvement to be constructed as a Federal Aid project under Contract C1-348-1-720; FAP#SG-9013(1).

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

Copy: Mr. D. H. Fisher

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener

Mr. M. M. Brodsky

Mr. T. G. Mohler (2)

Mr. H. G. Downs (4)

Mr. M. D. Philpot (2)

Mr. A. L. Grubb (2)

Mr. G. N. Lewis, Jr. (8)

Mr. H. P. Jones

Mr. E. K. Lloyd

Mr. W. B. Duckett (2)

Mr. L. C. Moser (2)

Mr. G. W. Cassell

Mr. C. S. Linville

Secretary's File

SRC-Carroll County

Contract C1-348-1-720; FAP#SG-9013(1)

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Her L. C. A. Colfolest

Her Mr. C. T. Bertheller

Her W. G. Bertheller

Her W. G. Berthell

Her Mr. A. I. Gribb L23

Her A. I. Gribb L23

Her A. I. Gribb L23

Her A. I. Gribb L23

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK MONDAY, JULY 30, 1962

AUG 1 1962

Geo. N. Lewis, J.

Chairman and Director Funk executed for and on behalf of the Commission, agreement, in triplicate, dated the 30th day of July, 1962, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and the County Commissioners of Carroll County, Maryland, a body corporate, parties of the second part, therein called the "County," applicable to the following secondary road projects in Carroll County, Maryland, such projects being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which is to be financed in part with Federal funds under the provisions of the Federal Aid Highway Acts:

Projects to be Constructed by County Contract

Federal-aid Project Number	Name of Road
S-9257 (1)	Deer Park Road
S-1233 (1)	Coon Club Road
S-1203 (1)	Feeser Road
S-9042 (3)	Harney Rd. Bridge & Approaches

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

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

Copy:	Mr. D. H. Fisher	Mr. W. B. Duckett (2)
2 0	Mr. G. B. Chaires	Mr. H. G. Downs (4)
	Mr. L. E. McCarl	Mr. A. L. Grubb (2)
	Mr. R. J. Hajzyk	Mr. C. L. Wannen
	Mr. G. W. Cassell	Mr. S. T. Nottingham
	Mr. C. A. Goldeisen	Mr. L. C. Moser (2)
	Mr. C. S. Linville	Co. Commrs. of Carroll County (3)
	Mr. T. G. Mohler (2)	Secretary's File
	Mr. F. P. Scrivener	SRC-Carroll County
	Mr. G. N. Lewis, Jr. (8)	

CONTRACTO DELL'UNIONE INTERPRETATION DE L'ACTUAL DE CONTRACTOR DE

OF MARYLAND

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

Geo. N. Lewi

Chairman and Director Funk confirmed execution on October 4, 1961, for and on behalf of the Commission, of agreement, in duplicate, dated the 4th day of October, 1961, by and between the State Roads Commission of Mary-land, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and the County Commissioners of Carroll County, Maryland, a body corporate, parties of the second part, therein called the "County," applicable to the following secondary road projects in Carroll County, Maryland, such projects being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which is to be financed in part with Federal funds under the provisions of the Federal Aid Highway Acts:

Projects to be Constructed by County Contract

Federal-aid Project Number	Name of Road
S-0263 (2)	Gorsuch Road
S-1205 (1)	Blacks School Road
S-1218 (1)	Boteler Road
S-1226 (1)	Fridinger Mill Road
S-9265 (1)	Sullivan Road

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

This agreement, which had previously been executed by the County Commissioners of Carroll County, Maryland, had previously been approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

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

Contract of the contract of th

Mr Gesell

Copy: Mr. D. H. Fisher

Mr. V. C. Hopkins

Mr. C. A. Goldeisen

Mr. R. J. Hajzyk

Mr. A. L. Grubb (2)

Mr. T. G. Mohler (2)

Mr. L. C. Moser (2)

Mr. C. L. Wannen

Mr. G. N. Lewis, Jr. (8) -5

Mr. H. G. Downs (4)

Mr. H. C. Bowers

Mr. E. K. Lloyd

Mr. C. S. Linville

Mr. N. D. Philpot (2)

Mr. G. B. Chaires

Mr. F. P. Scrivener

Secretary's File

SRC-Carroll County

SRC-Howard County

Contract C1-341-10-720; Ho-292-4-720

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK FRIDAY, FEBRUARY 10, 1961

+++

Chairman and Director Funk confirmed prior execution of agreement, in duplicate, dated January 19, 1961, by and between The Baltimore and Ohio Railroad Company, party of the first part, therein sometimes called "Railroad," and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the second part, therein sometimes called "Commission," wherein the parties thereto agree as to their respective aims and obligations in connection with the relocation and improvement of Md. Route 32 in Carroll and Howard Counties, to be known as the "Sykesville By-pass" crossing over the Main Line and property of the Railroad by means of overhead structures at highway station 215+52.5+ (Railroad Station 1132+40.7+), Contract C1-341-10-720; Ho-292-4-720, as more fully set forth therein.

The said agreement had previously been executed on the part of the Railroad by Douglas C. Turnbull, Jr., Vice President, approved for execution by Chief Engineer Fisher and as to form and legal sufficiency by Special Attorney C. C. Seymour.

WAS HORNO MAN BUTEL

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION

WEDNESDAY, JULY 6, 1960

On the basis of an explanation in letter of June 6, 1960, from District Engineer T. G. Mohler to Traffic Bureau Chief Lewis, and as recommended by the latter in his letter of June 8, 1960, the Commission rescinded its resolution of December 16, 1959, pertaining to transfer of 0.08 mile of Md. 88 from Gill Avenue to Black Rock Road, to the Town of Hampstead, and the transfer of 0.05 mile of Gill Avenue from Md. 88 to Md. 30, from Hampstead to the Commission, with the understanding that in the event the Mayor and Town Council of Hampstead (Carroll County) indicate further interest in such exchange, the matter will then have the Commission's further consideration.

Copy: Mr. D. H. Fisher
Mr. G. N. Lewis, Jr.,
Mr. W. A. Friend
Mr. T. G. Mohler (2)
SRC - Carroll County

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WEDNESDAY, JUNE W. 1963

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Cooys in D. H. Claner

Mr. G. S. Lerks, Jr.

E. W. S. Friend

ME T & Wonder (2)

CARROLL COUNTY

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

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

WHEREAS, the City of Westminster, Maryland has requested the Commission to give consideration to the release by it of \$14,274 of its 1959 Federal-Aid Urban Funds, and

WHEREAS, the County Commissioners of Carroll County, have requested that they be granted an additional allotment of 1959 Federal-Aid Secondary Funds in the amount of \$14,274.

NOW, THEREFORE, BE IT RESOLVED:

That the State Roads Commission of Maryland hereby approves the release to it by the City of Westminster, Maryland of its 1959 Federal-Aid Urban Funds to the extent of 11,274, and does hereby accept same, and

BE IT FURTHER RESOLVED:

That the State Roads Commission does hereby allocate additional 1959 Federal-Aid Secondary Funds to the County Commissioners of Carroll County, Maryland in the amount of \$14,274.

Copy: Mr. D. H. Fisher

Mr. W. C. Hopkins

Mr. R. J. Hajzyk

Mr. J. E. Wolf

Mr. C. A. Goldeisen

Mr. G. B. Chaires

Mr. C. S. Linville

Mr. T. G. Mohler (2)

Mr. W. A. Jordan

Mr. F. P. Scrivener

Mr. S. T. Nottingham

Mr. H. G. Downs (4)

Mr. A. L. Grubb (2)

Mr. G. N. Lewis, Jr. (8)

Mr. L. C. Moser (2)

Mr. C. L. Wannen (2)

Mr. H. C. Bowers

Carroll County Commissioners

City of Westminster

SRC-Carroll County

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CARROLL COUNTY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK TUESDAY, MAY 24, 1960

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated the 12th day of May, 1960, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and the County Commissioners of Carroll County, Maryland, a body corporate, parties of the second part, therein called the "County," applicable to the secondary road projects in Carroll County, Maryland, as set forth therein, such projects being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which are to be financed with Federal funds under the provisions of the Federal-aid Highway Acts of 1944, 1948, 1950, 1956, and 1958.

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

This agreement, which had previously been executed by the County Commissioners of Carroll County, approved as to form and legal sufficiency by Special Attorney C. C. Seymour, and recommended for approval by Chief Engineer Pritchett, supersedes the former agreement dated September 24, 1959.

Copy: Mr. N. M. Pritchett

Mr. W. C. Hopkins

Mr. G. B. Chaires

Mr. C. A. Goldeisen

Mr. C. S. Linville

Mr. T. G. Mohler (2)

Mr. F. P. Scrivener

Mr. W. A. Jordan

Mr. G. N. Lewis, Jr. (8)

Mr. H. G. Downs (4)

Mr. A. L. Grubb (2)

Mr. C. L. Wannen

Mr. S. E. Nottingham

Mr. L. C. Moser (2)

Co. Commrs. of Carroll County

SRC-Carroll County

Secretary's File #26704

CARROLL COUNTY

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CARROL COUNTY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK THURSDAY, APRIL 21, 1960

On request of the Carroll County Commissioners, through Mr. Charles W. Saylor, Acting President, and concurring in recommendation of Bureau of Programming Chief Wolf, for Planning & Programming Division Director Hajzyk, in letter of April 12, 1960, Chairman and Director Funk authorized the programming of the following projects with the Bureau of Public Roads as Federal Aid Secondary projects in Carroll County:

Project	FAS No.	Length	Type of Paving	Estimated
Hooper Road	1214	2.30 Miles	6" G.R. Base; 3" Pen. Macadam	\$ 114,000.00
Saw Mill and Rinehart Roads	1230	2.00 "	One Structure over Pipe Creek	152,000.00

Mr. Wolf's letter states that the total estimated cost of these improvements is \$266,000.00 and Federal funds will participate to the extent of 50%, the remainder of the cost to be borne by the County. Carroll County has to its credit an unprogrammed balance of \$163,652.03 in Federal Aid Secondary funds, which is \$30,652.03 in excess of the \$133,000.00 to be expended on these improvements. These projects, upon completion, will be maintained by Carroll County as a part of its Secondary System.

Copy: Mr. N. M. Pritchett

Mr. W. C. Hopkins

Mr. R. J. Hajzyk

Mr. J. E. Wolf

Mr. C. A. Goldeisen

Mr. G. B. Chaires

Mr. C. S. Linville

Mr. T. G. Mohler (2)

Mr. W. A. Jordan

Mr. F. P. Scrivener

Mr. H. G. Downs (4)

Mr. A. L. Grubb (2)

Mr. G. N. Lewis, Jr. (8)

Mr. L. C. Moser (2)

Mr. C. L. Wannen

Mr. H. C. Bowers

Carroll County Commissioners (3)

SRC-Carroll County

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CARROLL COUNTY STATE ROADS COMMISSION OF MARYLAND March 9, 1960 To: Mr. G. W. Cassell SUBJECT: Road Transfer FROM: Mr. G. N. Lewis, Jr. I spoke to Mr. Frank Dreyer about the acceptance of other sections of Md. 97, to be replaced by new construction, into the County System of Carroll County. He advised that he has been in touch with Mr. Geo. A. Greer, and it was Mr. Greer's thought that we start out with this first transfer from Lukeville to the vicinity of Taneytown. Mr. Dreyer further advised that he will contact Mr. Greer not only about sections of Rt. 97 south of Fenby, but

also some sections of Md. 31, to be

Geo. N. Lewis, Jr., Chief-Traffic Bureau

replaced by construction.

GNL jr-d

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CARROLL CO.

Mr Cassell

Copy: Mr. A. L. Gordon

Mr. N. M. Pritchett

Mr. R. J. Hajzyk

Mr. W. C. Hopkins

Mr. C. A. Goldeisen

Mr. G. B. Chaires

Mr. F. P. Scrivener

Mr. L. C. Moser (2)

Mr. G. N. Lewis, Jr. (8)

Mr. C. L. Wannen

Mr. H. G. Downs (4)

Mr. W. A. Friend

Mr. T. G. Mohler (2)

Mr. W. A. Jordan (2)

Mr. H. C. Bowers

Mr. F. V. Dreyer

Mr. E. D. Reilly

Mr. M. D. Philpot (2)

Mr. A. L. Grubb

Mr. J. E. Gerick

Records & Research Section, R/W Div.

Carroll County Commissioners

Secretary's File #22558

SRC-Carroll County

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

On motion of Senator Bailey, seconded by Mr. McMullen, the Commission agreed to take back into the State system as of July 1, 1960, that section of Carroll County road (formerly known as Md. Route 32) from Md. 570 (Fenby) to Md. 26 (Eldersburg), which was by resolutions of Carroll County Commissioners adopted August 15, 1955 and of State Roads Commission adopted September 14, 1955, transferred 5 6-8/ from the State to the County.

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Mr. Grasell MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK THURSDAY, SEPTEMBER 24, 1959 F.A.5. Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated the 24th day of September, 1959, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and the County Commissioners of Carroll County, Maryland, a body corporate, parties of the second part, therein called the "County," applicable to the Secondary road projects in Carroll County, Maryland, as set forth therein, such projects being part of the Secondary System approved by the

Bureau of Public Roads, the construction or reconstruction of which are to be financed in part with Federal funds under the provisions of the Federalaid Highway Acts of 1944, 1948, 1950, 1956, and 1958.

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

This agreement, which had previously been executed by the County Commissioners of Carroll County and approved as to form and legal sufficiency by Special Attorney C. C. Seymour, supersedes the former agreements dated July 22, 1957, December 16, 1957, June 27, 1958, and October 1, 1958.

Copy: Mr. N. M. Pritchett

Mr. W. C. Hopkins

Mr. G. B. Chaires

Mr. C. A. Goldeisen

Mr. C. S. Linville

Mr. T. G. Mohler (2)

Mr. F. P. Scrivener

Mr. W. A. Jordan

Mr. G. N. Lewis, Jr. (8)

Mr. H. G. Downs (4)

Mr. A. L. Grubb (2)

Mr. C. L. Wannen

Mr. H. C. Bowers

Mr. L. C. Moser (2)

Co. Commrs. of Carroll County

SRC-Carroll County

Secretary's File #26704

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Chairman and Director Funk executed for and on bokelf of the Occelvice Agreement, in duplicate, describes the 24th day of Deptabler, 1999, by
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This agrantes, which had proviously been amounted by the County County County and approved as to form and lagal sufficiency by Special According C. C. Segment, aspectable the forcest agranteets dated July 22, 1937, includer 15, 1937, June 27, 1938, and October 1, 1939.

HISTORY OF THE STATE OF THE STA

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION FRIDAY, SEPTEMBER 26, 1958

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

On recommendation of Chief Engineer Pritchett in letter of September 24, 1958, the Commission executed agreement, in duplicate, dated September 26, 1958, by and between the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the first part, therein sometimes called "State", and The Western Maryland Railway Company, party of the second part, therein sometimes called "Railway", wherein the Railway, insofar as it has a legal right and its present title permits, grants, subject to the terms, limitations and agreements therein set forth, unto the State, the right, liberty and privilege of constructing, establishing, maintaining and renewing an overhead new bridge and approaches to carry Relocated Maryland Route 31 over and above the track and right of way of the Railway at Railway Station 1551+50+, being the same as State's Station 400+95+, at Cranberry near Westminster, Carroll County, Maryland, Contract #CL-342-6-720; FAP#S-187(3).

Said agreement had previously been executed by The Western Maryland Railway Company, approved by Chief Engineer Pritchett, and approved as to form and legal sufficiency by Special Attorney J. Thomas Nissel.

Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. T. G. Mohler (2)

Copy: Mr. N. M. Pritchett

Mr. A. F. DiDomenico Mr. C. L. Wannen Mr. H. G. Downs (2) Secretary's File Mr. A. L. Grubb (h)
Mr. C. W. Clawson (h)
Mr. G. N. Lewis, Jr. (8)
Mr. A. F. Shure

Mr. A. F. Shure
Mr. H. C. Bowers
Mr. L. C. Moser (2)
SRC-Carroll County

Contract C1-342-6-720; FAP#S-187(3

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION

THURSDAY, JULY 5, 1956

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

On recommendation of Chief Engineer Norman M. Pritchett in letter dated June 29, 1956, the Commission formalized the transfer from the State Roads System to the Municipal Street System of the City of Westminster, Carroll County, Maryland, of section of Md. 526 C, from Md. 32 to the East Corporate Limits of Westminster (East Main Street, from Washington Road to Colonial Avenue), for a distance of 0.21 mile, in accordance with the following resolution adopted by the Mayor and Common Council of Westminster, Maryland under the date of September 12, 1955:

"A letter from the State Roads Commission requesting the City to accept for return to the municipal street system a section of Maryland 526 C, from Maryland 32 to the easterly corporate limits (East Main Street, from Washington Road to Colonial Avenue) was discussed and thereafter, on motion by Mr. Royer, seconded by Mr. Byers and duly passed, it was

RESOLVED, That the Mayor and Common Council of Westminster accept from the State Roads Commission, for maintenance and inclusion in the municipal street system, a section of 0.21 miles of Maryland 526 C, from Maryland 32 to the East Corporate Limits of Westminster (East Main Street, from Washington Road to Colonial Avenue), and it was further

RESOLVED, That this action become effective upon a date mutually acceptable to the State Roads Commission. the County Commissioners of Carroll County and The Mayor and Common Council of Westminster."

Copy: Mr. A. S. Gordon

Mr. N. M. Pritchett

Mr. W. C. Hopkins

Mr. W. F. Childs, Jr.

Mr. P. A. Morison

Mr. C. A. Goldeisen

Mr. A. F. Shure

Mr. T. G. Mohler (2)

Mr. W. A. Friend

Mr. F. P. Scrivener

Mr. C. L. Wannen

Mr. A. F. DiDomen

Mr. G. N. Lewis,

Mr. L. C. Moser

Mr. F. V. Dreyer

Mr. C. W. Clawson

Mr. A. L. Grubb

Mayor & Common Coi

Westminster

Secretary's File

SRC-Carroll County

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY. JULY 5, 1956

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

On recommendation of Chief Engineer Norman M. Pritchett in letter dated June 29, 1956, the Commission formalized the transfer from the State Roads System to the Municipal Street System of the City of Westminster, Carroll County, Maryland, of section of Md. 526 C, from Md. 32 to the East Corporate Limits of Westminster (East Main Street, from Washington Road to Colonial Avenue), for a distance of 0.21 mile, in accordance with the following resolution adopted by the Mayor and Common Council of Westminster, Maryland under the date of September 12, 1955:

> "A letter from the State Roads Commission requesting the City to accept for return to the municipal street system a section of Maryland 526 0, from Maryland 32 to the easterly corporate limits (East Main Street, from Washington Road to Colonial Avenue) was discussed and thereafter, on motion by Mr. Royer, seconded by Mr. Byers and duly passed, it was

RESOLVED, That the Mayor and Common Council of Westminster accept from the State Roads Commission, for maintenance and inclusion in the municipal street system, a section of 0.21 miles of Maryland 526 C, from Maryland 32 to the East Corporate Limits of Westminster (East Main Street, from Washington Road to Colonial Avenue), and it was further

RESOLVED, That this action become effective upon a date mutually acceptable to the State Roads Commission, the County Commissioners of Carroll County and The Mayor and Common Council of Westminster."

Copy: Mr. A. S. Gordon

Mr. N. M. Pritchett

Mr. W. C. Hopkins

Mr. W. F. Childs, Jr.

Mr. P. A. Morison

Mr. C. A. Goldeisen

Mr. A. F. Shure

Mr. T. G. Mohler (2)

Mr. W. A. Friend

Mr. F. P. Scrivener

Mr. C. L. Wannen

Mr. A. F. DiDomenico

Mr. G. N. Lewis, Jr. (8)

Mr. L. C. Moser

Mr. F. V. Dreyer

Mr. C. W. Clawson (4)

Mr. A. L. Grubb

Mayor & Common Council of

Westminster (3)

Secretary's File

SRC-Carroll County

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CARCOLL MN S. N. Sewis, St.

CARCOLL MN S. N. Sewis, St.

State Ross Commission

Road Geo. N. Lewis, Jr.

Director

January 26, 1956

Mr. Thomas G. Mohler, District Engineer Frederick, Maryland

Re: Road Exchange - Carroll County

Dear Mr. Mohler:-

Under the terms of Road Exchange Agreement the following county roads will be accepted into the State System on July 1st, 1956. They are normal extensions of existing State routes and will be so numbered.

Item	38	is	normal	extension	of Md.	#77
	39	-	H	- 4	10	84
	40	11	- 90	10	B	97
	11	17	Ħ	11	27	97

The following State routes in their entirety will be transferred to the county on July 1st, 1956, and their numbers withdrawn from nser

14d. 612 682 581 620 85 681 569 90 89 619 83 683 559 622 678 687 573 93 675 680 532 608 606	Con. Sec. 6-55 6-63 6-57 6-31 6-63 6-49 6-36 6-35 6-56 6-28 6-65 6-48 6-65 6-48 6-69 6-64 6-52 6-38 6-59 6-61, 6-62 6-47 6-54 6-71 6-33 (partial	Item 1 2 h 5 6 7 8 11 12 13 14 17 18 19 21 23 2h 25 26,35 27,29 28 (partial) 30 3h 10
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d, area . In I upo TELENTIAL SECURITY PER CONTRACTOR OF THE SECURITY OF THE SECUR Teaning Solveter Lasider at memon? . The Frederick, May late Named Livered - sensiona hast set - 120 Link total age Under the series of Read Exchange Agreement the following county woods will me accepted that the State System on July late. 1997. They not contact which and there is equipment of the restor of the contact . Protest to be Item 36 to mornal extension of 36 mast W R B 15 THE RESERVE The religion of the routes also a black of margaret and an inclination ferred to the county on July lat, 1950, and that members withdrawn from 1903 Cook Sent Section \$100 .00 E0-03 90 S-HS 533 50 ₹£.08

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A portion of each of the following routes is transferred to the county at the same time:

22.4		#31	Con. Sec. 6-24 6-14	Item 3
old	Md.	94	5-39	37
		799	Part of Con.Sec. 6-25	36
		ild	Con.Sec.6-17	31), 32, 33
		526 C	6-45	15,16
		526A	6-43	22
		5268	6-114	20
		799 (old :	32) Part of Con. Sec. 6-25	3.5

Pennsylvania Avenue, Westminster, 526D, Con. Sec. 6-45 remains

Very truly yours,

P. A. Morison Director of Highway Maintenance

PAM/ES/OF

the same.

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

Mr. G. Norris

Mr. F. P. Scrivener

Mr. L. Pfarr

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Mr Cosell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, OCTOBER 19, 1955

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

On recommendation of Chief Engineer Norman M. Pritchett in letter to the Commission dated October 8, 1955, the Commission formalized the transfer to the City of Taneytown of Md. Route 620 from Md. Route 32 southward to the corporate limits, a distance of 0.07 mile, in accordance with the following letter from The Mayor and City Council, Taneytown, Maryland, dated September 19, 1955.

"The Mayor and City Council, at their regular meeting on September 4, 1955 agreed to approve and accept for maintenance, as part of the municipal street system, the exchange of a section of State Road, as proposed in your letter of August 31, 1955.

The section of road as specified in your letter is: Md. Koute 620 (Map Reference No. 5) from Md. 32 to south corporation limits 0.07 mile.

We assume that the maintenance of this section from State Highway will remain status quo until the allocation of funds to the municipalities for the fiscal year beginning July 1, 1956."

Copy: Messrs Pritchett, Childs, Hopkins, Morison, Goldeisen, Shure, Mohler Scrivener, Wannen, DiDomenico, Clawson, Lewis Secretary's File

The Mayor & City Council of Taneytown SRC-Carroll County

Canal

Present of Parish No. No. 19 College of Parish Street of Street of

The Justice of Council, at East, regular country of the contract on Superior Council of Superiors and account for a superior of the country o

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Residence - Carroll County

Dr. N. M. Fritchett
Chief Engineer
State Roads Countssion

TRAFFIC DIVISION

OCT 3 195

Geo. N. Lewis, Jr.

Boar Mr. Pritchett:

by the Commission at its mosting on September 1h, in connection with the communication at its mosting on September 1h, in connection with the communication in Courtly, may be subject to misinterpretation in so for as the rural and urban mileage involved in the treater is concerned. Unlike Frederick Campy, the resolution focus not segregate the urban mileage from the rural sileage.

Under the exchange a total of 50.70 miles of State highways are transferred to other jurisdictions, 1.08 miles of which are within incorporated places and the remaining 50.62 miles are the responsibility of Carr 11 County under the proposed contange. Home of the county roads proposed for transfer to the State Highway System are the responsibility of terms but that of the county, so no problem exists here.

The towns involved are:

Tempoteon, MA 620 ---- 0.07 mile Hempoteod, MA 90 ---- 0.06 "
How Mindoor, MA 83 --- 0.19 "
Teothelmoter, MA 536 --- 0.21 "
Mt. Airy, Md 532 --- 0.25 "

Total ---- 1,08 H

Mr. Friend has been in contact with these towns and so hope that the exchange may be accomplished at an early date.

In order that they may be properly informed, I am sending a copy of this letter to Messro. Panso, Goldeisen, Morison, Lovis, Wohler and Friend.

Advisory Englisser

Moure yeary truly

HPO/hs

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(59.70)

distance of 11 and THE RESIDENCE AND ADDRESS. HE ----Secretary Property and Parks mind moint handstate HART COUNTY AND SHOULD the state of the second st population should be assisted that the date of the entires and neboli sens districts to beatter 80.5 percent about which at the content of the and emmantic the Southfall and the problem of the problem. WINE TOOLS A REPORT OF SUPPLY SHOW The state of the s a comment of the office of the second second distributions the office and descript with White and the property of the second of the

Mon			CARROLL	- Cou	INTY
Map No.	Route No.	From	То	Miles	Width
√ 15	Md. 526	Md, 683	Md. 32(Westminster)		21'
√ 16	Md. 526	U.S.140(Sandyville)	Md. 683	(0.21 (0.08 (5.02	341
17	Md. 683	Md.526(Westminster)	Southerly	1.01	16'
1 18	Md. 559	Md. 32 in Westminst	ter Tannery	- (1.13 1.04	16'
19	Md. 622	Md. 31(Avondale)	Md. 27(Warfields- burg)	(0.80 (1.24 (1.23	16' 18'
V 20	Md. 526	West of Finksburg	Westerly(Old US 140	0) 1.35	21'
v 21 v22	Md. 678 Md. 526	Md. 91 burg No	orthwesterly U.S.140	1.20	16' 21(
× 23 × 24	Md. 687 Md. 573		westerly	1.24	16'
~25	Md. 93	Md. 675	Balto. Co. Line	- (2.14 (0.14	15' 16'
1 26	Md. 675	Md. 26(Nr. N.Branch	h Patapsco R.)to Md. 20	3 0.58	181

Twd.Gosnell

near Ridgeville

(East of Md. 93 (West of Md. 93

Md. 26(Eldersburg)

Howard County Line

N. of New US 40 from Md. 27 (Ridgeville) East 0.96 0

Bridge

Totals 59.70

161

161

161

161

16'

271

201

201

221

16*

16*

Saa Min 11-18-59

0.40

(1.04

(1.16

0.89

1.08

0.11

0.26

0.84

0.07)

11.04

5.75

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

Daniel(1 mi.S.Md.26) Howard County Line

- 1. That the exchange be made on an "as is basis", which pertains to present condition of roads involved.
- 2. The basis for allocation of funds will include this additional County road mileage in the allocation to Carroll County beginning July 1, 1956.

ADOPTED THIS 14th DAY OF SEPTEMBER, 1955 STATE ROADS COMMISSION OF MARYLAND

By

Russell H. McCain, Chairman

Attest:

Md. 680

- Md. 680

Md. 608

Md. 144

Md. 144

Md. 144

- Md.32

Md. 94

Md. 32(old)

Md.26(old)

Md. 532

V27

28

129

V 30

31

33

, 32

134

V35

136

37

at Gosnell

Md. 94 at Day

S.of New US 40

N.of New US 40

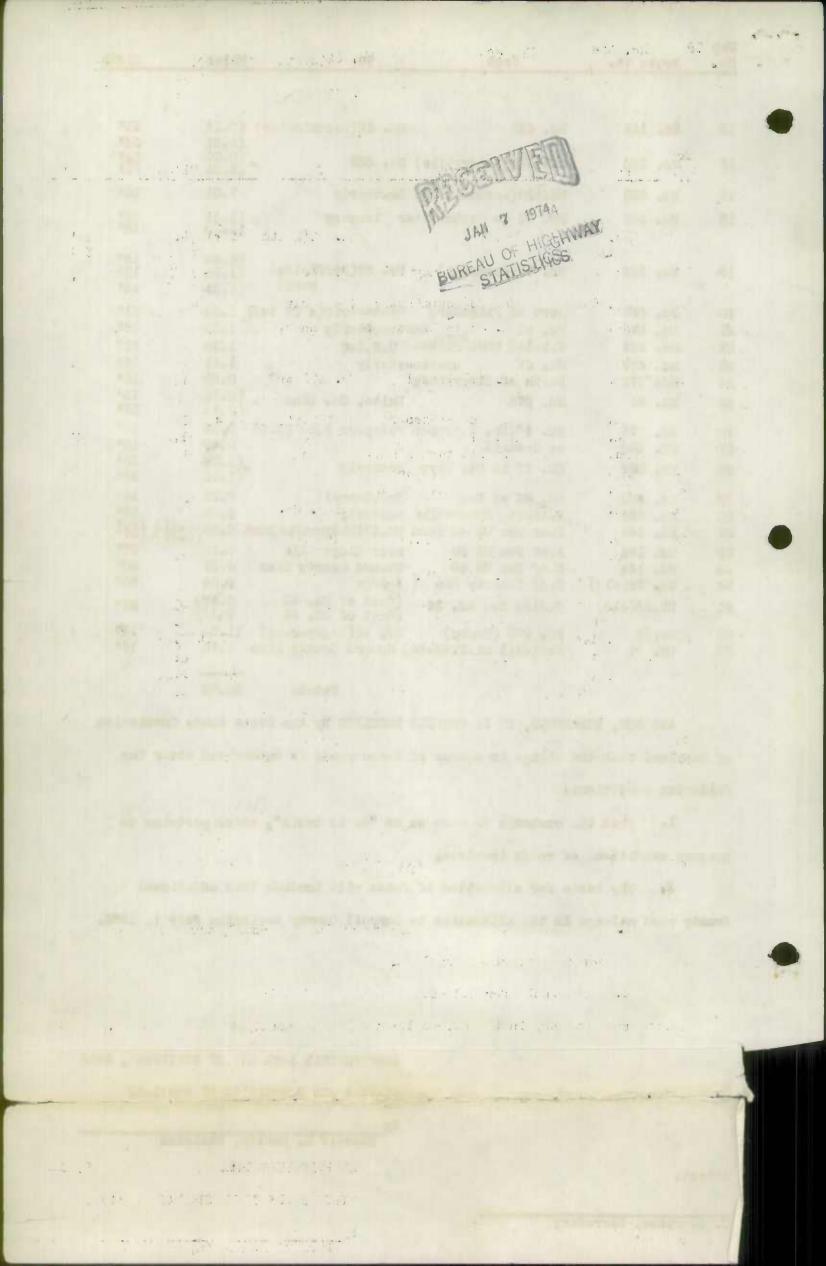
S. of Liberty Dam

Md. 570 (Fenby)

N.side New Md. 26

Md. 27 in Mt. Airy Easterly

E.Limits Sykesville Easterly



At the regular meeting of the State Roads Commission of Maryland held at the office of the said Commission on the 14th day of September, 1955, the following resolution was duly moved, seconded and adopted:

WHEREAS, the State Roads Commission and the County Commissioners of Carroll County, Maryland, under the authority contained in Section 65 of Article 89B of the Annotated Code of Maryland have agreed to change the status of certain roads in Carroll County from State roads to County roads and certain other roads from County roads to State roads.

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following County roads located in Carroll County, Maryland, be and they are hereby accepted into the State Roads System of the State of Maryland:

Map No.	Route No.	From	To	Miles	Width
V 38	Md. 77 Ext.	Frederick County Line	Md.71 @ Keymar	1.94(0.115)	291
	Md. 84 Ext. Md. 570 Ext.	Uniontown, North 2.5 mi.So.of Fenby	Md.84 Md. 570 @ Barrett	0.65 6.70(1.66) 1.88	15' 12'
/41	Md. 570 Ext.	2.0 Mi.So.of Barrett	Howard Co.Line (Hoods Mill) Total	1.88	121

AND NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the following State Roads located in Carroll County be and they are hereby transferred to the County Commissioners of Carroll County and shall henceforth have the status of County roads:

Map No.	Route No.	From	То	Miles	Width
V1	Md. 612	Horney F	enn.State Line	0.63	121
12	Md. 682		enneState Line	0.61	16'
/3	Md. 31	No. of Manchester S	o.of Linesboro	1.10	181
, 4	Md. 581	Keysville Scutherly		0.77	12'
				(0.59	16:
15	Md. 620	Md.32(Taneytown) S	o. of Copperville		16'
				(1.35%	16'
10	3/1 05	T M D D (35' 313 - h)	7	_(0.37	141
6	Md. 85	W.M.R.R. (Middleburg)	reesersburg	(1.13	161
17	Md. 681	Md. 32 North	erly	1.02	161
8	Md_ 569	Bixler Sout	hwesterly	- (0.83 - (0.62	161
		ster		(0,62	161
/2,	Md. 32(old)	West of Westmin Road	Connection to Roops Mill	0,44	201
10	Md. 87	Md.482 Southerly I	w'd. Carrollton	-(0.98	15'
					161
11	Md. 90		outhwesterly	1.58	15'
12	Ma. 89		alto. Co. Line	0.54	151
13	Md, 619	Mc. 75 (Union Bridge)	to	0.99	16'
				(0.09	15'
				(0,06	241
M4	Md. 83	Md. 31 in New Windsor	WeMoReR.	(0004	231
				(0.12	351

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No.		From	То	Miles	Width
6-26 38	Md. 77 Ext.	Frederick County Line	Md.71 @ Keymar	1.94(0.115)	291
63-63-39	Md. 84 Ext. Md. 570 Ext.	Uniontown, North	Md.84	0.65	151
6-5/40	Md. 570 Ext.	2.5 mi.So. of Fenby	Md. 570 @ Barrett	6.70(1.66) 1.88	121
6-50 41	Md. 570 Ext.	2.0 Mi.So.of Barrett	Howard Co.Line (Hoods Mill)	1.88	121
			Total	11.17	

AND NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the following State Roads located in Carroll County be and they are hereby transferred to the County Commissioners of Carroll County and shall henceforth have the status of County roads:

No.	Route No.	From To	Miles	Width
3 6	Md. 612 / Md. 682 / Md. 31 / Md. 581 /	Horney Penn.State Line Md. 86 Penn.State Line No. of Manchester So. of Linesboro Keysville Southerly	0.63 0.61 1.10 0.77 ((0.59	12' 16' 18' 12'- 16'
5 6.5	7 Md. 620	Md.32(Taneytown) So. of Coppervil		16!
6 6-3	Md. 85 ~	W.M.R.R. (Middleburg) Feesersburg Md. 32 Northerly	{-(0.37 (1.13 - 1.02 -	14' 16' 16'
8 6-1	49 Md. 569 569 Md. 32(old)	Bixler Southwesterly West of Westmin Road Connection to Roops Mil	- (0.83 (0.62 0.44	16' —
(11 2-3	Md. 87 / Md. 90 / Md. 89 / Md. 619 /	Md. 30 (Hampstead) Southwesterly Md. 38 (Hampstead) Balto. Co. Line Md. 75 (Union Bridge)	(0 98 -	15: before of 1. 16: harry to c. 15: 15:
14 ()	g Md. 83 /	Md. 31 in New Windsor W.M.R.R.	(0.09 (0.06/ (0.24 (0.12/	15! ~ 24! 23! ~ 35! ~

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

N.side New Md. 26

Md. 570 (Fenby)

(East of Md. 93 (West of Md. 93

Daniel(1 mi.S.Md.26) Howard County Line 5.75

Md. 26(Eldersburg)

Totals

- l. That the exchange be made on an "as is basis", which pertains to present condition of roads involved.
- 2. The basis for allocation of funds will include this additional County road mileage in the allocation to Carroll County beginning July 1, 1956.

ADOPTED THIS 14th DAY OF SEPTEMBER, 1955 STATE ROADS COMMISSION OF MARYLAND

0.07) -

11.04 -

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161 10.98

Russell H. McCain, Chairman

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6-59 35 - Md.26(old)

36 _ Md.32 /

376-39 Md. 94 ~

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EXCULPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION THURSDAY, JANUARY 27, 1955

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

On recommendation of Chief Engineer Forman M. Pritchett, as set forth in his letter of January 26, 1955 to the State Foads Commission, the following final estimate was approved for payment and this section of highway accepted into the tate loads System for maintenance.

Final estimate of (21,337.38 for completion of grading, drainage, widening, relocations and surfacing of section of State Foute 71, from 0.1 mile west of Little Pipe Craek northerly to State Foute 85, for a distance of 1.041 miles, our Contract CI-336-1-715; F-547-1-715 PAP S-247(6), Fichard V. Kline, contractor. The contract for this work was a arded on December 15, 1953 and was completed on August 31, 1954. The total amount of this contract is 236,146.16.

Copy: Mesars Pritchett, Nopkins, Morison, Goldeisen, Mohler, DiDomenico, Scrivener, Mannen, Clawson, Lewis, Robins Co. Commrs. of Cl. Co.

" " Frederick Co.
Cont. CI-336-1-715; I-547-1-715
SRC-Carroll County
SRC-Trederick County

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Geo. N. Lewis Jr.

EXCERPT FROM MINUTES OF WHETING OF THE STATE ECADS COMMISSION MONDAY, NOVEMBER 8, 1954

Present: Mr. Mussell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Srammell Felly.

in letter detail overher 1, 1954, the Commission approved transfer of section of the Rose of Rose of Section Office and Yard at estimator, for a distance of a proximately 60 feet, from the test code yet to the conty loads yetem for maintenace by Carroll County, in accordance with a letter from the County Commissioner of arroll County, sureside to r. Thomas Johler, District Enginer, dated Coto r 10, 1954.

Copy: Mr. M. W. Fritchett

Mr. W. C. Hopkins

Mr. P. A. Morison

Mr. C. A. Goldeisen

Mr. A. F. Shure

Mr. T. G. Mohlor

Mr. F. P. Scrivener

Mr. C. L. Wanner

Mr. A. F. Di Domanico

Mr. C. W. Clawson

Mr. G. H. Lewis, Jr. F

Mr. L. C. Moser

Co. Commers. of Carrell Co.

SEC-Carroll Co.

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CARROLL COUNTY

ROAD TRANSCEER

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION MONDAY, NO VEMBER 8, 1954

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. Bramwell Kelly.

As recommended by Chief Engineer Norman M. Pritchett in letter dated November 1, 1954, the Commission approved transfer of section of Md. Route #736, known as John Street, in front of the State Roads Commission Office and Yard at Westminster, for a distance of approximately 400 feet, from the State Roads System to the County Roads System for maintenance by Carroll County, in accordance with a letter from the County Commissioners of Carroll County, addressed to Mr. Thomas Mohler, District Engineer, dated October 19, 1954.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisen, Shure,
Mohler, Scrivener, Wannen, DiDomenico, Clawson, Lewis,
Moser.
Co. Commrs. of Carroll Co.
SRC-Carroll Co.

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Co. Comett, of Carrell Co.

March

RAFFIC DIVIS

Geo. N. Levis II.

NEW MILPAGE

Contract B-CL Liberty Roa ptember 14, 1954

Mr. Thomas G. To ler District Ingineer State Roads Commission Frederick, Maryland

ROUTE

FROM

Dear Sir:

ROAD

I have had our survey party measure the milea e in your district that will be abandoned due to the above relocations on Route 26 and Route 675.

lso with the new mileage for the two routes, I am including the length of the bridge over North Branch in the Balti ore County mileage, as I understand that District h or District 7 will maintain the surfacing of this bridge after the low spot are corrected by Baltimore City. If you are to maintain this surfacing, the mileage can be adjusted.

Liberty	26	Test and of Bridge over Worth Branch	The East and of the Old Concrete Surfacing Left in Place est of Oakland Road	.529 Wiles
		West End of Uld Concrete Left in Place	Snowden Creek Bridge	.084
		Surfacing- West End of Sno - dens Creek Brid e	Bridge - End	.136
			Total Mileage	1.021
ROAD	ROUTE	FROM	TO	MIL AGE ABANDONED
Liberty	26	Old North Branch	Barricade	.408 Miles
		Bridge End of Old Rt. 26	To Old Concrete Left in Place	.136

TO

26-1-612 -327-1-1715

Man Canal

TRAFFIC DIVIC

SEP 15 1959

Geo. N. Lewis, Ir.

Contract B-643-1-15 CL-327-1-715 Liberty Road Relocation

September 14, 1954

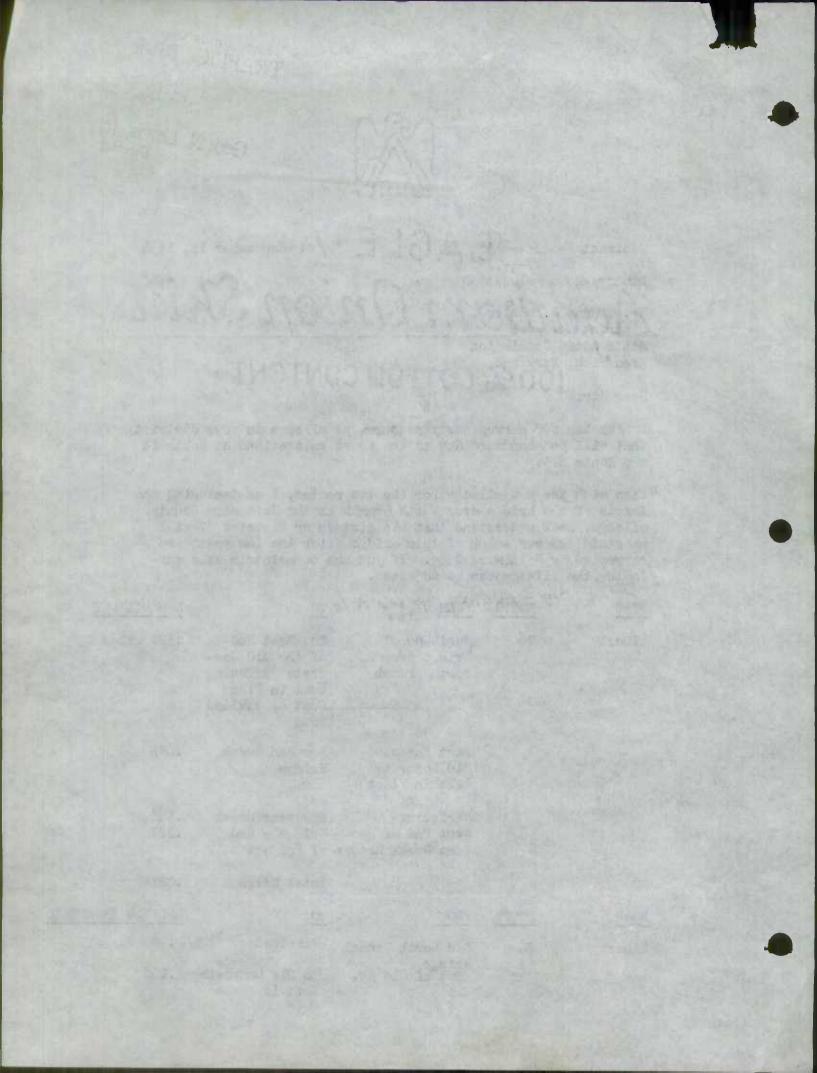
Mr. Thomas G. Mohler District Engineer State Roads Commission Frederick, Maryland

Dear Sir:

I have had our survey party measure the mileage in your district that will be abandoned due to the above relocations on Route 26 and Route 675.

lso with the new ileage for the two routes, I am including the length of the bridge over North Branch in the Baltimore County mileage, as I understand that District & or District 7 will maintain the surfacing of this bridge after the low spots are corrected by Baltimore City. If you are to maintain this surfacing, the ilea e can be adjusted.

ROAD	ROUTE	FRO	TO	NEW MILPAGE
Liberty	26	Bridge over North Branch	The East End of the Old Con- crete Surfacing Left in Place West of Oakland Road	.529 Miles
		West End of Old Concrete Left in Place	Snowden Creek Bridge	.084
		Surfacing- West End of Sno - dens Creek Brid e	Bridge - End	.116
			Total Mileage	1.021
ROAD	ROUT.	FROM	TO	MIL AGE ABANDONED
Liberty	26	Old Worth Branch Bridge	Barricade	.1:08 Miles
		and of Old Rt.	To Old Concrete Left in Place	.136



Continued -2-

ROAD	ROUTE	I RO.	TO	MILTAGE ABANDON D
Liberty	26	West End of Concrete Left in Place	Bast End of Snowden Creek Bridge	.084
		Across Snowden Creek Bridge -		.136
		West End of Snowden Cr. Br.	End of Project	.222
			Total	1.036
Old Liber	ty-675	Old Bridge Over		.476
	AF	Snovden Treek		.072
			Total	.548

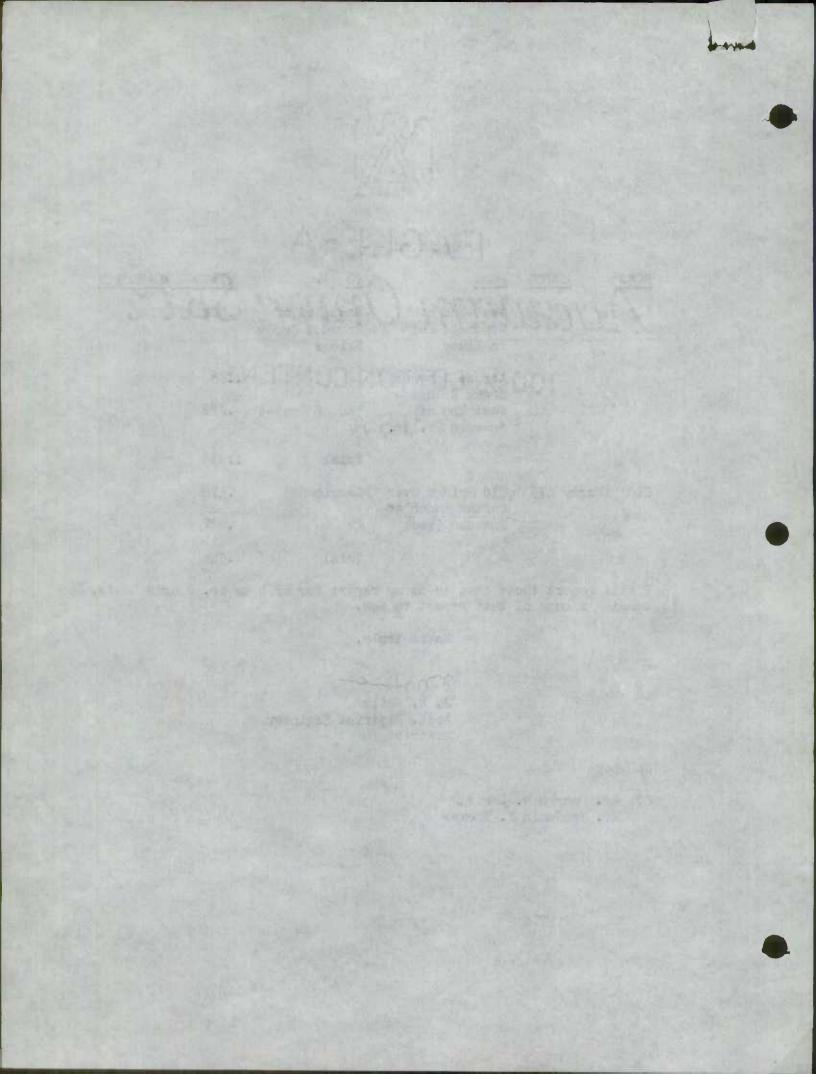
I will report these changes on my report for 19 4 to r. George Lewis, sending a copy of that report to ou.

Yours truly,

J. N. Heile
Asst. District Engineer
District 4

JNH: bop

CC: Mr. George N. Lewis Mr. Benjamin F. Thomas



Copy:

Copy: Mr. W. F. Childs, Jr.

Mr. L. C. Moser

Mr. G. N. Lewis. Jr.

Mr. T. G. Mohler

Secretary's File #17873 (Lussier)
Secretary's File #17900 (Nummaugh)
Secretary's File (Brown)
Cont. #C1-303-1-315

EXCERPT FROM MINUTES OF MLETING OF THE STATE ROADS COMMISSION WEDNESDAY, DECEMBER 2, 1953

Geo. N. Lewis, Jr.

Present: Mr. Russell H. McCain, Chairman, Senator Edgar T. Bennett and Mr. David M. Nichols.

On recommendation of Right of Way Engineer LeRoy C. Moser in letters dated April 7 and November 25, 1953 in reference to the Westminster Road, Contract C1-303-1-315, the Commission formally accepted the offer of .500.00 of Arthur W. Brown for two parcels of land abutting his property on the Westminster Road, and executed deed, in duplicate, dated December 2, 1953, by which Arthur W. Brown and Erma R. Brown, his wife, convey unto the State of Maryland, to the use of the State Roads Commission of Waryland, two (2) triangular shaped parcels of land designated as Farcels 1 and #2 as shown on State Reads Plat #11140 attached thereto, and forever relinquish and give up any and all right of vehicular access of any nature whatsoever between the abutting highway and the remaining properties across the four (4) areas marked by concrete curbs on attached copy of Plat 11140 to the end that all future vehiclar access will be by means of the openings between said concrete curbs as shown on said plat, and whereby the Commission conveys, subject to approval of the Board of Public Works of Maryland, unto Arthur W. Brown and Erma R. Brown, his wife, two (2) parcels of land designated as Parcels #3 and #4 on said Plat #11140, more fully described in said deed, Parcel No. 3 being part of the land conveyed in the deed from E. J. Lussier. et al, to State of Maryland, dated January 30, 1950, and Parcel No. 4 being part of the land conveyed in the deed from Leslie F. Mummaugh and wife to the State of Maryland, dated January 21, 1950.

"The parcels of land hereby conveyed and designated as Parcels #5 and #4 on said Plat #11140 are conveyed subject to the following conditions and restrictions, which shall run with and bind the land hereby conveyed, and shall be binding upon the parties of the first part, their heirs, successors and assigns forever:

FIRST: That there never will be any vehicular access to the land located in the southwest corner of this intersection, except by means of the breaks between the curbs as shown on said Plat 11140.

SECOND: That the parties of the second and third part do hereby reserve unto themselves and their heirs, successors and assigns, all existing drainage rights that may affect the land lying in this intersection, it being understood and agreed that any change in drainage that may hereafter affect the land hereby conveyed or the abutting highway, will be made at the expense of the parties of the first part and their heirs, successors and assigns and in such a way as will meet with the approval of the Commission's District Engineer; and that no work affecting said drainage shall be performed by the parties of the first part or their heirs, successors or assigns, until they have first obtained from the Commission

Secretary of the street of the store AND ADDITION OF SHIP abe, L. C. Money the state of the country of the second 41 47 14 1-1-10 Pest THE SOURCE OF THE PARTY OF TABLE STREET, CONSUMER S. LOGS 自己的自己的一个人的自己的自己的 Tothers deved him I and Moresber In. 1950 in colerano to true development to the property and Meliffers that to the parties but the property of the property of the Testentetter less, and exampled to be bed to deal and and the test and 1927, by watch tythur W. Stom and Lam W. Mireb, and alle, convey anto the made as it ben I singual as issurated bond to also an begann telegratus (R) ca State Dieses Flat pillage establish trumbte, and forever religious of the give - no bim there had a subject and to among it of the appear vehicles and it orest cartie as shown on early old, and election the Constant of more and drawn and sens 2. Breen, his the two (2) carrells of fand described as brooks of and to an enter that the contact described to an all down carded the S letter part of the land occurred the two data from the factor. J. Lander, ting State of Maryland, dated January 1200. condictions and receitablook, which such ware and block and land hardy conveyed, and easily be bladding upon the parties of the farm part, their mates, monoscourt and anether donerer: tion, example location of the breaks belowed the curin as dad assigns, all estates drauters readed they not said affect has group during out the anights onto the street and the other and reserved valuable afprincipant of the Countries affect of the state of best free or finds equators blac gatterine from on roof was to in the design of the total days aver the little the terminate to

a permit specifying the terms and conditions under which said work will be performed."

The Secretary was directed to forward said deed, which has been executed by Arthur W. Brown and Erma R. Brown, his wife, parties of the first part, and approved as to form and legal sufficiency by Special Attorney F. A. Luderbaugh, to the Board of Public Torks of Maryland for approval and execution, following which it should be returned to the Right of Tay Department so that it may be delivered in exchange for a certified check in the amount of \$500.00, the agreed price.

.82\S\01 308

a pormit specifying the terms and doublings under which eath work will be partured.

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CARROLL COUNTY

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, DECEMBER 17, 1952

Present: Mr. Russell H. McCain, Chairman, and Mr. Avery W. Hall.

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of December 10, 1952 to the State Roads Commission, the following final estimate was approved for payment and this section of road accepted into the State Highway System for maintenance. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of \$6,419.39 for completion of foundation layer, macadam base course and penetration macadam surfacing on a section of State Route #622, Avondale-Warfieldsburg Road, beginning at a point approximately 0.80 mile south of State Route #31 and 1.212 miles, our Contract #Cl-319-1-317 FAP#S-397(3), T. Edgie Russell, contractor. The contract for this work was awarded on December 27, 1950 and was completed on October 24, 1951. The total amount of this contract is \$60,644.29.

Copy: Messrs. Childs, Jr.

Hopkins

Morison

Goldeisen

Mohler

DiDomenico

Scrivener

Wannen

Lee

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Co. Commrs. of Carroll Co.

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION THURSDAY, NOVEMBER 6, 1952

Present: Mr. Russell H. McCain, Chairman, Messrs. Avery W. Hall and David M. Nichols.

On recommendation of Chief Engineer W. F. Childs, Jr., the Commission unamimously adopted the following Resolution, and directed that copy be forwarded to the Mayor and Common Council of Westminster, Carroll County, Maryland:

WHEREAS, the Mayor and Common Council of Westminster, Carroll County, Maryland, has duly passed an ordinance know as Ordinance No. 309 relinquishing to the State of Maryland, for the jurisdiction and control of the State Roads Commission of Máryland, the beds of Doyle Avenue and Liberty Street in said town, and

WHEREAS, it is desirable that the State Roads Commission of Maryland exercise such jurisdiction and control and include the said Doyle Avenue and Liberty Street in the State System of Highways.

NOW, THEREFORE, BE IT RESOLVED, by the State Roads Commission of Maryland this 6th day of November, 1952, that Ordinance No. 309 of the Mayor and Common Council of Westminster, Carroll County, Maryland, be, and it is hereby approved and ratified, and further that the referred to portions of Doyle Avenue and Liberty Street are accepted into the State System of Highways.

Copy: Messrs. W. F. Childs, Jr.

W. C. Hopkins

P. A. Morison

C. A. Goldeisen

T. G. Mohler

F. P. Scrivener

C. L. Wannen

A. F. DiDomenico

Allan Lee

G. N. Lewis, Jr.

Mayor & Common Council of Westminster County Commissioners of Carroll Co. France in Summit in Manager, Charges, district to Transport

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STATE ROADS COMMISSION

BALTIMORE-3. MD.

March 7, 1952

Mr. John S. Strohmeyer, Water Engineer Bureau of Water Supply Municipal Office Building Baltimore 2, Maryland

Dear Mr. Stronmeyer:

WILLIAM F. CHILDS TO CHIEF ENGLIER

W. C. HOER NS TOUT OF FACINEER

T. A. A. D. SON
ASST HILF ENGR MAINTINANCE

C. A. GOLDEIS N
AND CHIEF ENGR CONSTRUCTION

JOSEPH D. BUSCHER
SPECASST ATTY GEN.

At the conference in this office on February 25, participated in by you, Mr. George A. Carter, Mr. B. L. Werner of Baltimore City; Mr. R. A. Gilmore and Mr. Frede Gloersen of the J. E. Greiner Company; Mr. N. L. Smith, Director of Public Improvements of the State of Maryland; and Mr. W. C. Hopkins, Mr. C. A. Goldeisen, Mr. A. L. Grubb, Mr. N. M. Pritchett and the writer of the State Roads Commission, further discussion centered around the wearing surface of the bridges over the Patapsco River and Snowden Run on Md Route 26 and the bridge over Morgan Run on Md Route 32, together with the alignment and grade of the approaches to the structure over Morgan Run.

The following agreements were arrived at:

(1) It was understood that there would be prepared the cost of the more extensive relocation suggested by the State Roads Commission, and the cost of constructing the road along the location proposed by Baltimore City, with further curve modifications north and south of the proposed relocation to State standards. Baltimore City's share of the cost would be that of the estimated cost of the road on the location proposed by Baltimore City modified as noted above.

These costs would be paid for on the basis of the quantities of each item involved at the price for which the contract is awarded for such items.

- (2) The City will pay the cost of placing 2-inch asphaltic concrete surfacing on each of the structures at the Patapsco River, Snowden Run and Morgan Run
- (3) The State Roads Commission will take over for maintenance the road approaches to the structures on Md Route 26 and Route 32, and will also maintain the surfacing on these structures.

Now Liberty Res.



Mr. John S. Strohmeyer

(4) Baltimore City will be responsible for maintaining, exclusive of the roadway surfacing, the bridges over the Patapsco River and Snowden Creek on Md Route 26 and over Morgan Run on Md Route 32. It was agreed that the State Roads Commission will supply road type and cross sections for the approaches to these structures on Md Route 26 and Md Route 32. I understand from Mr. Goldeisen that this information has been supplied to you.

If there is any contrary understanding on the part of Baltimore City, we should like to have the respects in which your understanding differs from that given in this letter.

Chief Engineer

WFCJr: HMR

cc State Roads Commission

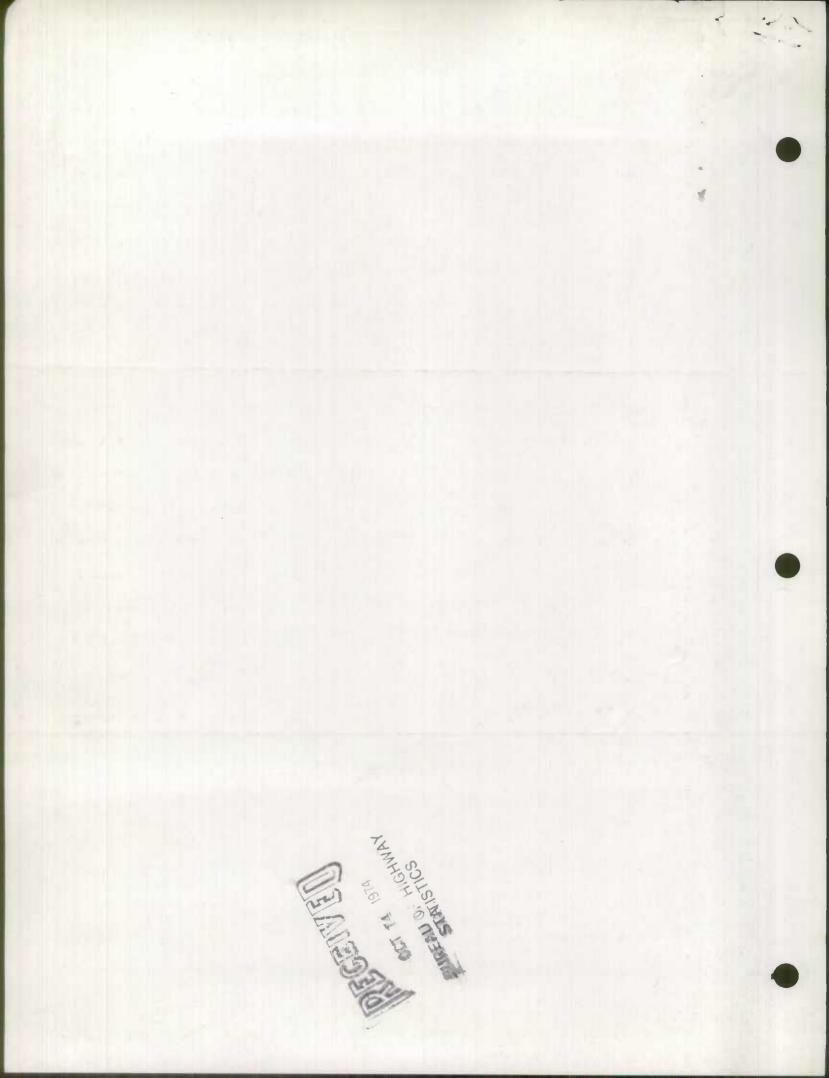
Mr. W. C. Hopkins

Mr. C. A. Goldeisen

Mr. T. G. Mohler

Mr. E. C. Chaney

P.S. In addition to above, it should be understood that rights of way in areas affected and owned by the City of Baltimore or purchased by the City in connection with these structures and road approaches shall be conveyed by Baltimore City to the State Roads Commission without cost.



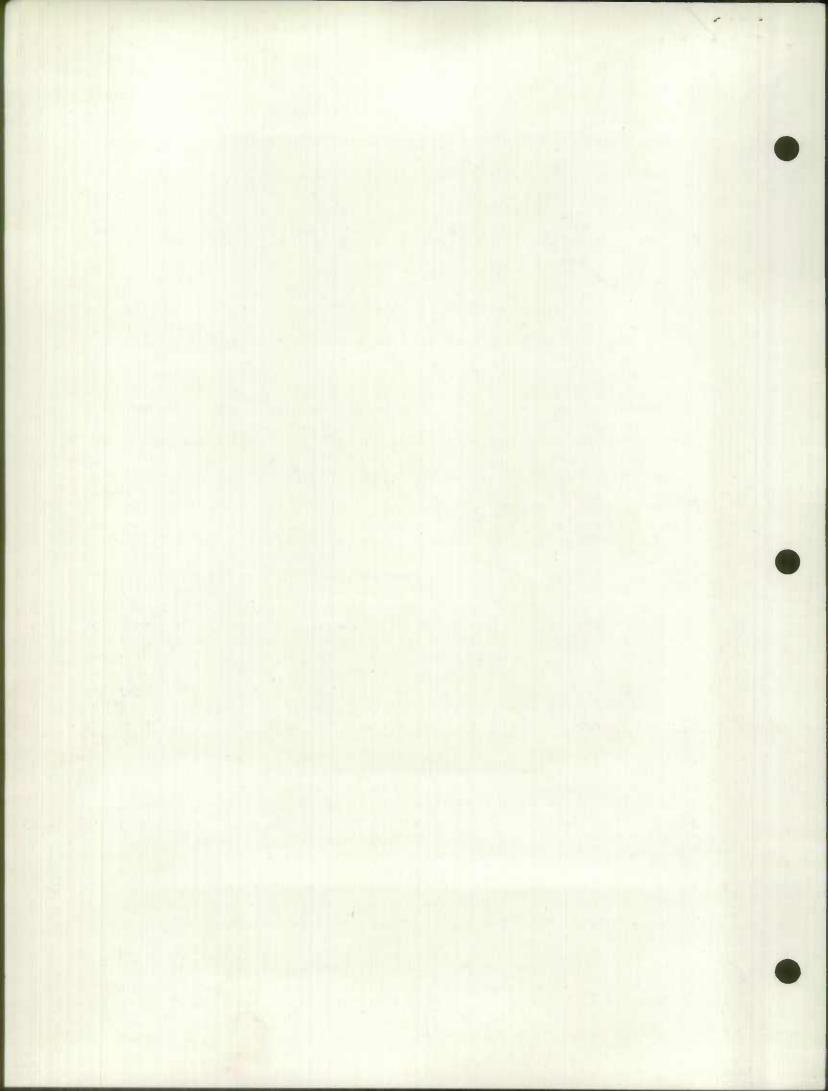
THIS AGREEMENT, executed in triplicate, made and entered into this day of AND 20 1000 1969, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part, hereinafter sometimes called "Commission", and the MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND, party of the second part, hereinafter sometimes called "City", witnesseth:

WHEREAS, Commission and City contemplate repairs to the roadway slabs of two existing bridges on Maryland Route 26 (Liberty Road) over the waters of Liberty Reservoir, formerly the North Branch of the Patapsco River and Snowden Creek, and identified as Bridge No. 6002 and 6001 respectively; and

WHEREAS, Commission and City have reached an understanding as to the participation of each in this project and are desirous of cooperating with each other in accomplishing this work and entering into an agreement to state more fully their respective aims and obligations connected therewith;

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

- 1. For purposes of this Agreement, the cost of repairs to be accomplished in the 1968-1969 work referred to hereinafter as "1968-1969 Repairs" shall include all costs incident to repairs to the readway slabs of the two bridges described herein, including all surveys, designs, plans, contract costs, engineering and overhead costs, and it is hereby agreed that the costs of said "1968-1969 Repairs" shall be borne equally by the Commission and the City.
- 2. Commission shall prepare all surveys, plans, specifications and estimates of costs for the repairs to the two bridges described herein, all of which, or any revisions thereof, are subject to the approval of the

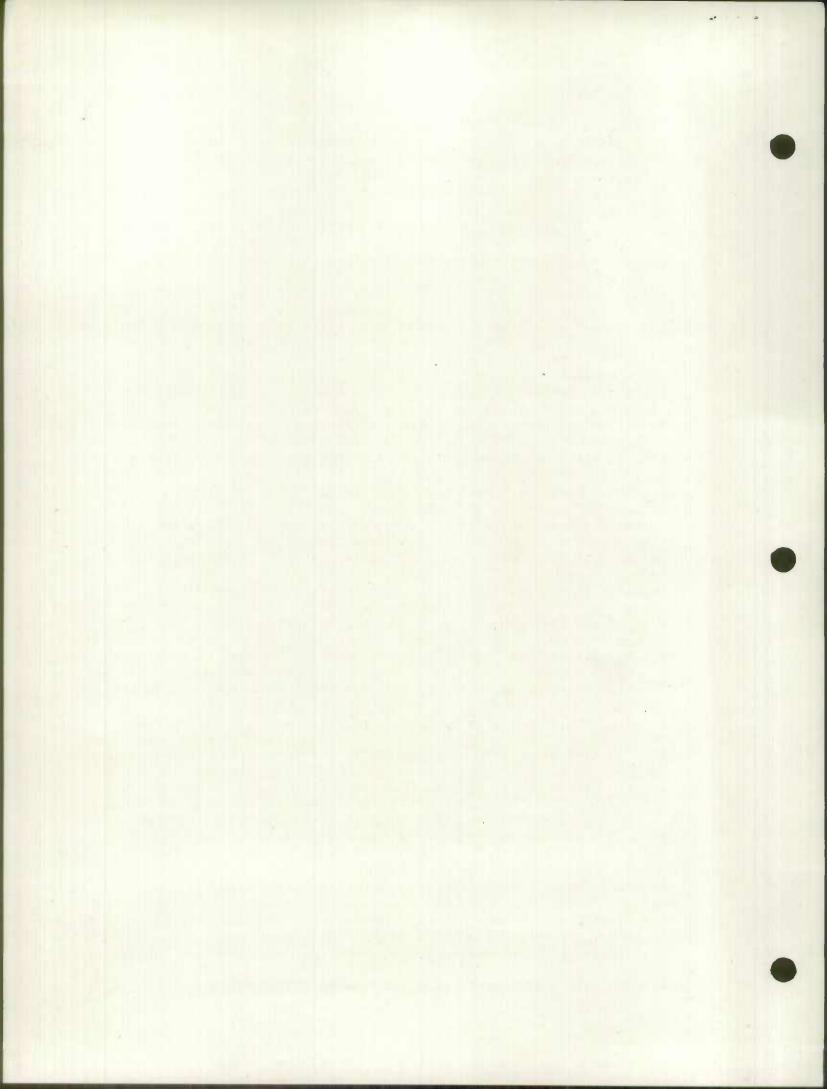


parties hereto. Said plans and specifications, identified as Commission's Contract No. BW-747-412/712 and any revisions thereof when approved shall become a part of this agreement by reference.

3. Commission shall advertise the aforesaid repair work for construction and, in accordance with regular Commission procedure, receive bids for same. No contracts for the work shall be awarded without concurrence of City. Thereafter Commission will supervise all repair work and handle and dispose of all details with Contractor(s). Nothing herein shall deny City the right to make inspections and recommendations to Commission of the procedures followed as the repair work progresses. In case of any changes involving major revisions in plans or awarded costs, then Commission will consult City, negotiate and arrive at decision mutually agreeable to both parties. Commission will pay Contractor(s) under its current estimate basis, and accordingly submit and render invoices to City; and such invoices will be submitted at intervals of not less than thirty (30) days nor more than sixty (60) days. Said invoices will be for fifty (50) percent of amounts paid Contractor as described in Section 1 hereof. City agrees to reimburse Commission within thirty (30) days of receipt thereof.

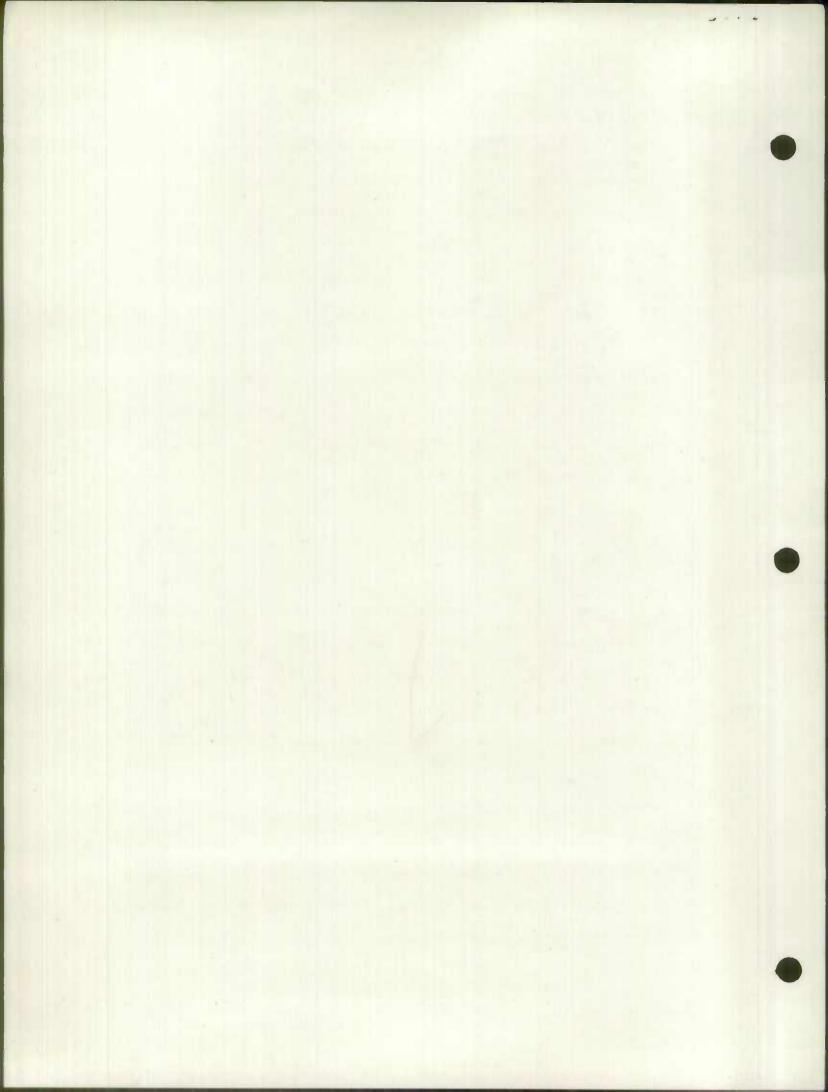
For surveys, engineering, overhead and other proper and justifiable repair costs, Commission shall invoice City for fifty (50) percent of the cost thereof as described in Section 1, and City agress to reimburse Commission within thirty (30) days of receipt thereof.

4. Before any work on the Project is commenced, Commission will require its Contractor(s) to procure all necessary insurance required by the contract documents, including a Protective Public Liability and Property Damage Liability Insurance policy in an insurance company authorized to do business in the State of Maryland to protect the Mayor and City Council of Baltimore, Maryland and the State Roads Commission, acting for an on behalf of the



State of Maryland, previding for a limit of not less than \$100,000.00 for all damages arising out of death of or injury to any one person and \$300,000.00 for death of or injury to two or more persons in any one occurrence, and \$100,000.00 for property damage in any one occurrence with an aggregate property damage coverage of \$300,000.00 for two or more occurrences, such insurance to be kept in full force and effect until all work shall have been satisfactorily completed and accepted.

- 5. Upon completion of the "1968-1969 Repairs" to the roadway slabs of the two bridges and their acceptance by the City and Commission, it is hereby agreed that the responsibility for maintenance as formerly accepted by the parties hereto and as set forth in letter dated March 7, 1952 from Mr. William F. Childs, Jr., Chief Engineer of Commission to Mr. John S. Strohmeyer, Water Engineer, Bureau of Water Supply, City of Baltimore, will continue in full force and effect, as more clearly defined below:
- (a) City will be responsible for maintaining the two entire bridges described herein (including the reinferced concrete readway floor slabs), but exclusive of the readway surfacing, curbs, handrails, and sidewalks defined in Section 5 (b), and
- (b) Commission will maintain the readway surfacing, curbs, hand-rails, and sidewalks on the two structures described herein. Roadway surfacing is defined as a Bituminous Concrete Wearing Surface placed over the reinforced concrete readway floor slabs. Commission will remove snow from the readway on the structures.
- 6. The terms and conditions of this Agreement shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.



IN WITNESS WHEREOf, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized. ATTEST: STATE ROADS COMMISSION OF MARYLAND Chairman-Director of Highways ATTEST: MAYOR AND CITY COUNCIL OF BALTIMORE BY Home I () allerander = 1 APPROVED: APPROVED: DEPARTMENT OF PUBLIC WORKS BY C. Edward Sterning Approved as to form and legal Approved as to form and legal sufficiency this 5 th day of sufficioncy this 20 day of Special Attorney of Maryland SUBMITTED TO AND APPROVED BY APPROVED:

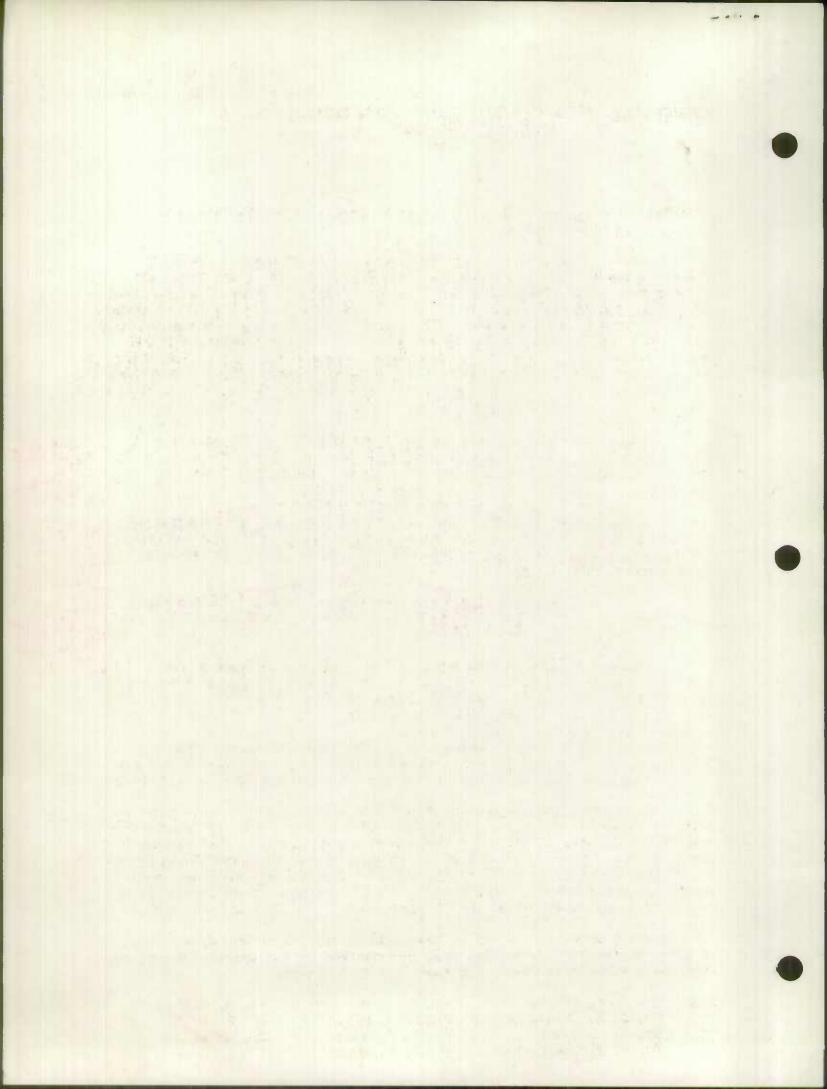
THE BOARD OF ESTIMATES THIS

DAY OF JAN 29 1969

1969.

Deputy Director - hief Engineer State Roads Commission of Maryland

7./5-/69 Date



Mr Chercell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, NOVEMBER 7, 1951

Present: Mr. Russell H. McCain, Chairman, Messrs. Avery W. Hall and David M. Nichols.

The Commission executed agreement, dated November 7, 1951, by and between the State Roads Commission of Maryland, acting for the State of Maryland, party of the first part, and the Board of County Commissioners of Carroll County, Maryland, party of the second part, for the use of Lydie Road, Locust and Maple Avenues, as a connection between the new dual highway constructed under Contract C1-303-4-315, now nearing completion, and the existing Route U.S. 140 east of Westminster, wherein "for and in consideration of the mutual promises between the parties hereto, and in further consideration of the sum of One (\$1.00) Dollar paid by each party to the other, it is mutually agreed and promised by the parties hereto that:

- 1. The State shall widen and resurface to a width of twenty-four (24) feet the county road known as Lydie Road between the new dual highway and Locust Avenue to be designated for two-way traffic, the State to provide drainage facilities and slope grading on said road.
- 2. The State shall widen as necessary and resurface to a width of sixteen (16) feet Lydie Road, between Locust Avenue and Maple Avenue, and Maple Avenue, between Lydie Road and Route U.S. 140 to be designated for one-way westbound traffic.
- 3. The State shall widen as necessary and resurface to a width of sixteen (16) feet Locust Avenue, between Lydie Road and Route U.S. 140, to be designated for one-way eastbound traffic.
- 4. The State shall improve and maintain said roadways within the existing right of way limits only until such time as a permanent connection is constructed between the new dual highway and the present Route U.S. 140 at a more westerly location toward Westminster.
- 5. The State will erect and maintain whatever directional and traffic signs it deems necessary, and shall establish speed limits and control all other matters pertinent to the use of these roads by through traffic.
- 6. The County shall resume maintenance and control over said portions of Lydie Road, Maple Avenue and Locust Avenue at such time as the State shall formally open to traffic a new connection between the dual highway and the present Route U.S. 140 at a point westerly therefrom toward Westminster, at which time the State shall remove all of its signs from said temporary connection and surrender jurisdiction of said roadways the same to be in a condition equal to or better than their condition as of October 2, 1951."

The Commission directed that said agreement, which bears the approval of Chief Engineer W. F. Childs, Jr., be forwarded to the Board of County Commissioners of Carroll County for execution on its part.

Copy: Mr. W. F. Childs, Jr.

Mr. C. A. Goldeisen

Mr. C, L. Wannen

Mr. G. N. Lewis, Jr. Mr. A. F. Shure

Mr. W. C. Hopkins

Mr. E. G. Duncan

Mr. F. P. Scrivener Mr. A. F. DiDomenico Mr. Allan Lee

Mr. P. A. Morison

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-CARROLL COUNTY.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, MAY 2, 1951

Present: Mr. Russell H. McCain, Chairman, Messrs. Avery W. Hall and David M. Nichols.

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of May 1, 1951 to the State Roads Commission, the following final estimate was approved for payment and this section of road turned over to the County Commissioners of Carroll County for maintenance as part of the County Road System. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of \$804.90 for completion of crusher run base course and penetration macadam surfacing on the Six Bridge Foad, beginning at a point approximately 300' North of the Keymar-Appolds Road and extending Northerly to the Frederick County Line for a distance of 0.430 mile, our Contract #CI-316-1-317 FAP#S-195 (1). Richard F. Kline, contractor. The contract for this work was awarded on May 18, 1950 and was completed on July 21, 1950. The total amount of this contract is \$10,341.52.

Copy: Mr. W. F. Childs, Jr.

Mr. W. C. Hopkins

Mr. P. A. Morison

Mr. C. A. Goldeisen

Mr. E. G. Duncan

Mr. A. F. DiDomenico

Mr. F. P. Scrivener

Mr. C. L. Wannen

Mr. Allan Lee

Mr. G. N. Lewis, Jr.

Mr. W. A. Friend

Mr. W. O. Robins

Mrs. G. S. Rice

Co. Commrs. of Carroll Co.

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CARROLL COUNTY

HXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, AUGUST 9, 1950

Present: Senator Joseph M. George and Mr. Russell H. McCain.

On recommendation of Chief Engineer W. F. Childs, Jr., the Commission executed agreement, in duplicate, of even date, between the State Roads Commission of Maryland, acting for the State of Maryland, party of the first part, and The Western Maryland Railway Company, a corporation organized under the laws of Maryland and Pennsylvania, part of the second part, said agreement having been previously executed on the part of the Railway Company and approved as to form and legal sufficiency by Clarke Murphy, Jr., Special Assistant Attorney General of Maryland.

The said agreement provides for the installation of flashing-light signals at the grade crossing at Lineboro, Carroll County, on State Route No. 86, under federal aid project No. 86-239(1).

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison (2)
Mr. E. G. Duncan
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. H. C. Bowers
Mr. C. L. Lannen
Md. Traffic Safety Comm.
Major R. M. Ridgely (2)

Md. 86 - FAS 43 Crossing No. 1-4-v6 DI signs Present Hazard V, 40,

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Carroll

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION TUESDAY, OUTOBER 4, 1949.

Present: Mr. Robert M. Reindollar, Chairman, Senator Joseph M. George and Mr. Russell H. McCain.

By appropriate action, the Commission adopted name designations for certain sections of highway as indicated.

The new limited access divided highway between Baltimore and Washington: "Baltimore-Washington Expressway";

The new limited access highway between Annapolis and Washington: "Annapolis-Washington Expressway";

The new limited access highway between Baltimore and the Pennsylvania State Line along the general location of the present York Road: "Baltimore-Harrisburg Expressway":

The highway between Baltimore and Frederick: "Baltimore National Pike".

The highway from Frederick to Washington; "Washington National Pike".

Copy: Mr. W. F. Childs. Jr.

Mr. W. C. Hopkins

Mr. P. A. Morison

Mr. G. S. Rinehart

Mr. A. F. Shure

Mr. Allan Lee

Mr. A. L. Grubb

Mr. G. N. Lewis, Jr.

Mr. C. L. Wannen

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION THURSDAY, MARCH 17, 1949

Present: Mr. Robt. M. Reinfollar, Chairman, and Mr. Mussell H. Rocain.

In agreement, in dupliacte, of even date, between the State Roads Commission of Maryland, acting for the State of Maryland, party of the first part, and the Lestern Maryland Railway Compnay, a corporation or anized under the laws of Maryland and Pennsylvania, part of the second part, was executed on the lart of the State Roads Commission, the agreement having been proviously approved as to form and lead sufficiency by Robt. E. Clapp, Jr., Special Asst. Attorney General of aryland.

The said agreement provides for the installation of flashing-light signals at Cranberry Station, Carroll County, State toute No. 31, under Federal Aid Project No. FAGS-187 (1).

The Secretary was directed to forward copies of said agree ent to the Western Bryland Railway Company for execution on its part.

CC: Lessrs. Childs
Lorison (2)
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Lewis
Lee
Bowers
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M. A. S. M. 1-1-28 H. P. S. No. F. A. S. — No. 41. Old He of Rating — 5.05 New Heart Rating — 3.

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RECEIVEL

MAY 26 1947 W. P. CHILDS, Jr.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION THURSDAY, MAY 15, 1947

Frement: Mr. Robert M. Reindollar, Chairman, Messrs. P. Matson Mebb and Russell H. McCain.

The following copy of Resolution received by this office was forwarded to the Commission as having been passed by the Mayor and City Council of Westminster on Monday night, May 12, 1947, and it is herewith set forth for the purpose of record:

"Resclved that the State Roads Commission be and is hereby granted permission to close streets owned by the corporation of mestminster, Maryland, and to detour traffic whenever it is necessary in the maintenance of those streets within the corporate limits of Mestminster, which are a part of the State highway system, and it is further resolved that the State Roads Commission is hereby requested to include similar resolutions in the official record of the Commission."

Copy: Mr. W. T. Ballard

SBC min

Mr. E. G. Duncan

Mr. L. A. Kahn

Mr. W. F. Childs, Jr.V

CARROLL

RECEIVED W. F. CHILDS, JA

INTERDEPARTMENT DEPARTMENT OF PUBLIC WORKS STATE OF MARYLAND STATE ROADS COMMISSION DISTRICT OR DIVISION August 20, 1946. To: Mr. Childs

From: Mr. Lewis

Subject: Route and Section Numbers

Mr. T. H. McNulty of the Maintenance Division laid a memo on my desk a few days ago requesting an inventory of John Street from the corporate limits of Westminster to the State Roads Commission Garage, a distance of 0.07 mile. According to Mr. McNulty's memo the road is 8" bituminous penetration and 24' wide. He has assigned it a route and section number - Md. 736, section 1.

When asked under what authority the road had become a State road. Mr. McNulty stated that it was constructed under contract at the time the Westminster Garage was built. He further states that Mr. LaMotte Smith is maintaining it as a State road and charging labor and materials to some other route and section number.

This matter is being brought up not particularly because of this one case but primarily to establish a policy for cases in this and similar categories.

There seems in most quarters to be an impression that because a road is built under our supervision by contract and paid for from State funds that upon completion it automatically becomes a State road and should be assigned a route and section number.

There have been cases where a State highway was constructed and somewhere along the road a county road intersects and because of adjusting the grade on the county road it was necessary to construct several hundred feet of say concrete surfacing on the county road to bring it to grade of the State road. Upon completion of the work the county road section improved to adjust the grade was given a State route and section number.

With regard to John Street in Westminster the Plans and Surveys Division does not have any record of the contract to construct this road. There is no action of the Commission in the excerpts of minutes file dating back to 1939 of its acceptance as a State road.

If the procedure is followed to assign State route and section numbers to roads on the say so of the District Engineers and Resident Maintenance Engineers, it would provide a means of adding to our collection of small sections of State roads which start nowhere and go nowhere.

Carroll County

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Mr. W. F. Childs, Jr.

August 20, 1946.

I am of the opinion that no action should be taken in assigning route and section numbers until the Commission by formal action accepts a road for State maintenance.

Geo. N. Lewis, Jr. Traffic Manager

jf

Carroll County

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION TUESDAY, DECEMBER 28, 1943.

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

Upon motion duly made and seconded, the Commission accepted Ordinance No. 140 "introduced and read to the Council" of Taneytown, Carroll County, Maryland, "December 14, 1943", granting to the State of Maryland, to the use of the State Roads Commission, public easement in the bed of Copperville Road, State Route No. 620, from State Route No. 32 to the southerly town limits of Taneytown, Maryland, to the full extent of the title thereof which is vested in the Mayor and City Council of Taneytown, Carroll County, Maryland, insofar as may be necessary for a public road, and to relinquish to the State of Maryland jurisdiction and control over said road to the extent provided in the Acts of the General Assembly of Maryland under which the State Roads Commission is now construction and maintaining highways." - - "** provided, however, that nothing herein shall be taken or construed to deprive the said The Mayor and City Council of Taneytown, Maryland, of police power over the aforesaid section of road."

In reference to this Ordinance, the form of which was prepared by Special Assistant Attorney General K. Thomas Everngam, a request by the said Town Authorities that the Commission take over for maintenance as a part of the State Highway System this "425 foot connection" between Route 620 and Route 32 was received sometime ago, which the Commission verbally agreed to do under certain conditions as set forth in a letter dated October 27, 1943, addressed to Mr. Norville P. Shoemaker, Mayor, by Chief Engineer Wilson T. Ballard, the conditions being as follows:

- "l. That you grant and convey to the State Roads Commission as easement covering the bed of the street exclusive of sidewalks.

 The conveyance will be drawn by Special Assistant Attorney General K. Thomas Everngam of this office.
- 2. That prior to our acceptance, it is to be in good condition and widened to conform to the width of the Copperville Road.

 We estimate the cost of putting the existing roadway in good condition at \$100 and the cost of widening, at \$450, making a total of \$550, half of which we request the town to contrivute and the remainder to be contributed by the State Roads Commission."

On November 23, 1943 the Commission received a check from The Mayor and City Council of Taneytown, payable to the State Roads Commission, in the amount of \$275.00 in compliance with Condition 2, as above noted. Said Town Authorities thus having met with the conditions as set forth in Mr. Ballard's letter of October 27, 1943 caused the formal acceptance of this Ordinance, referred to above, at this meeting.

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TRAFFIC DIVISION STATE ROADS COMMISSION

INTEROFFICE CORRESPONDENCE

To: Mr. E. W. Bunting,

Date: Feb. 10, 1943.

From: Mr. W. F. Childs, Jr.

Subject: S.R.C. Minutes

Transmitted herewith is copy of excerpt from minutes of meeting of the S. R. C. Tuesday, Feb. 2, 1972: 14

"The following letter signed by the three County Commissioners of Carroll County and dated Jan. 25, 1943, was received by the State Roads Commission and at this meeting given consideration."

We are offering your Honorable Commission that portion of the County road between the limits of the City of Westminster and the end of the State road from Westminster to Taylorsville. If you approve of the transfer of this short section, we will execute the necessary papers to meet your requirements. This section begins at the intersection of George Street on Liberty Street and extends to the end of the State road aforementioned.

"Mr. Thomas explained the exact location of the section of road referred to by the County Commissioners in their letter, and from his explanation it would appear that it is a very short section of improved road which extends from the end of the State Highway to the corporate limits of Westminster."

"In line with the general policy of the Commission to carry the construction of State highways to the corporate limits of the several Towns, and after hereing Mr. Thomas' explanation with respect to this short section of highway, the Commission voted to accept the offer of the County Commissioners of Carroll County, and to take over for maintenance as part of the State highway System this short section of County road. This section is penetration macadam with a length of 0.17 mile."

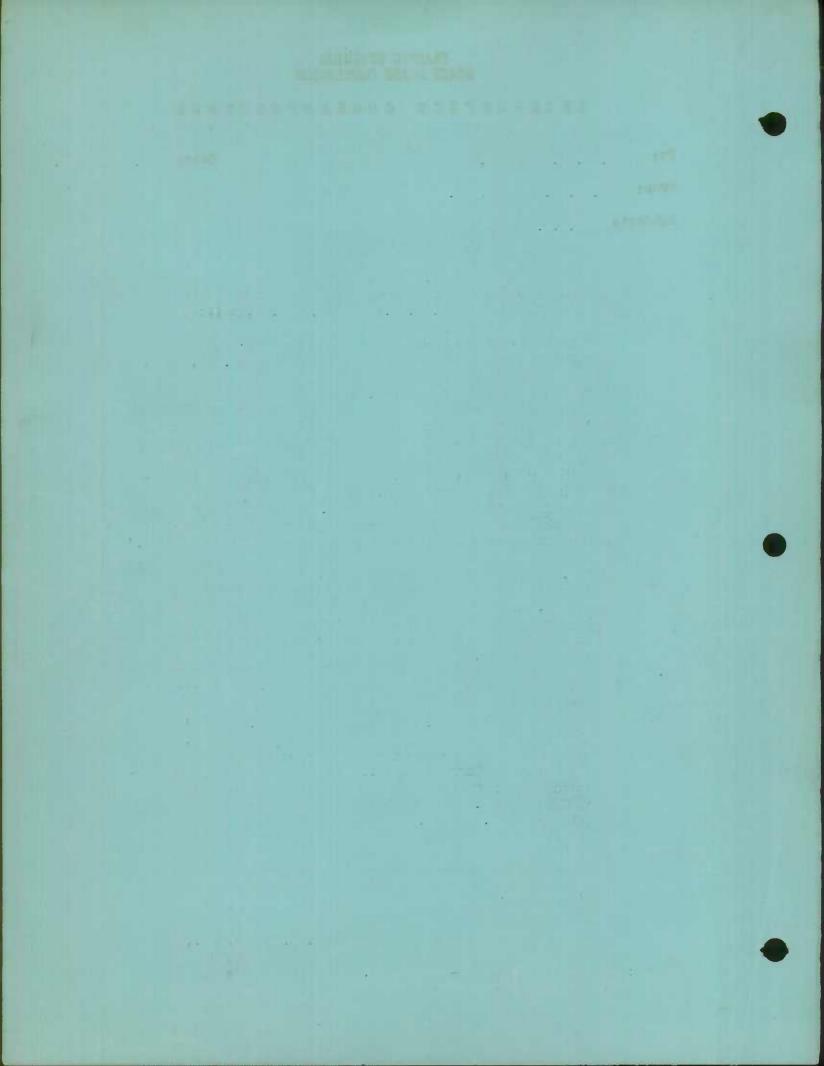
Please change your records accordingly showing increase in State mileage and decrease in mileage of the County road system.

Wm. F. Childs, Jr.,

Director

cc: County Road Projects-Carroll Co.
Road Inventory Revision Data

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EXDERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION TUESDAY, FEBRUARY 2, 1943

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

The following letter signed by the three County Commissioners of Carroll County and dated January 25, 1943, was received by the State Roads Commission and at this meeting given consideration.

"We are offering your Honorable Commission that portion of the County road between the limits of the City of West-minster and the end of the State Road from westminster to Taylorsville. If you approve of the transfer of this short section we will execute the necessary papers to meet your requirements. This section begins at the intersection of George Street on Liberty Street and extends to the end of the State Road aforementioned.

Mr. Thomas explained the exact location of the section of road referred to by the County Commissioners in their letter, and from his explanation it would appaer that it is a very short section of improved road which extends from the end of the State Hihgway to the corporate limits of westminster.

In line with the general policy of the Commission to carry the construction of State High ays to the corporate limits of the several Towns, and after hearing Mr. Thomas' explanation with respect to this short section of highway, the Commission voted to accept the offer of the County Commissioners of Carroll County and to take over for maintenance as part of the State Highway System this short section of County Road. This section is penetration macadam with a length of 0.17 mile.

Copies: Mr. W. T. Ballard,
Mr. E. C. Duncan
Mr. L. A. Kahn
Mr. W. A. Codd
Mr. W. F. Childs, Jr.

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EXCERPT FROM MINUTLS OF MEETING OF THE STATE ROADS COMMISSION TUESDAY, FEBRUARY 11, 1941

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

The recommendation of the County Commissioners of Carroll County, as transmitted through Mr. A. Earl Shipley, Attorney for the said Board, in a letter dated February 10; 1941 addressed to Mr. W. Frank Thomas, that the Commission take over for maintenance as part of the County Road System of said County a short section of roadway approximately 238.5 feet in length, extending from John Street to Carroll Street, near the town limits of Westminster, was, upon motion duly made and seconded, approved, the said Board of County Commissioners having acquired a thirty-foot right of way.

The recommendation of the County Commissioners of Carroll County for the improvement of this section of road, as set forth in their letter of February 4, 1941, addressed to Mr. F. LaMotte Smith, and referred to by Mr. Shipley in his letter of February 10, was formally approved. The cost of improving the roadway with macadam is estimated at \$500.00, and this expenditure is to be charged, upon submission of the proper authorization, to the Carroll County Road Maintenance Fund.

Copy to: Mr. W. T. Ballard
Mr. E. G. Duncan
Mr. A. F. Shure
Mr. W. A, Codd
Mr. W. F. Childs, Jr.

Re-copied by M. B. 8/11/44

See Mr. Gorsuch for notes added

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, MAY 7, 1940.

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and W. Frank Thomas.

Following the recommendation of the County Commissioners of Carroll County, as set forth in their letter dated May 2, 1940, addressed to Major Ezra B. Whitman, Chairman of the State Roads Commission, and upon motion duly made and seconded, it was voted that the Hollow Rock Avenue, leading from Liberty Street Extended, near the corporate limits of the Town of Wesminster, for a distance of 173 feet, be taken/for maintenance as a part of the County Road System of Carroll County. The said Board of County Commissioners, according to their letter of May 2, "have accepted a deed from Nicholes Schlotes and wife * - - dated March 13, 1940, conveying a strip of land adjacent touthe present roadway 4½ feet wide and 173 feet long, which now makes this roadway 21 feet in width".

Copy to: W.T. Ballard
W.A. Codd
A.F. Shure
W.F. Childs, Jr.

Recopied 8/11/44. T. L.

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, JANUARY 10, 1940

Present: Mr. Ezra B. Whitman, Chairman, Messrs. F. Watson Webb and W. Frank Thomas.

Acting on the recommendation of Chief Engineer Ballard, and following consideration of a letter, dated October 2, 1939, from T. M. Linthicum, District Engineer, addressed to Mr. N. L. Smith, the Commission voted to take over for maintenance as part of the County Road System of Carroll County, Locust Avenue Road in the 7th Election District, Route 43-1, length .20 mile, and the Basler Road, Election District #7, Route 2-2, length .35 mile. Condition reports were submitted on both of these sections by Mr. Linthicum with his letter of October 2.

The delay in bringing this matter to the attention of the Commission for action was occasioned by suit brought by the County Commissioners of Carroll County with respect to the maintenace of the County Road System. The suit was lost by the County Board.

Added to county system

Copy to: Mr. W. T. Ballard Mr. Wm. A. Codd Mr. A. F. Shure

Inventored 4/10/40 by Att. C.

Mr. Wm. F. Childs, Jr.

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EXCERPT FROM MINUTES OF MEETING OF THE STATE BOADS COMMISSION THURSDAY, SEPTEMBER 1, 1938

Present: Senator J. Clann Beall, Chairman, and Tr. Frank T. Luthardt.

On recommendation of the County Commission re of Carroll County, supported by the recommendation of thief to inter smith. the Commission voted to take over for maintenance as a part of the County Road System of said County, section of Hill Crest Avenue, from the serverate limits of Empetead to the Patterson Road, a distance of 0.28 mile, and to expend the amount of \$450.34 to put this road in a satisfactory condition.

A Condition Report from District Engineer Linticum indicates that "the dirt mection should be graded and stoned. The stoned section should be shaped up and drainage ditches out along the entire road. No pipes or other drainage structures needed."

Copy to: Mr. Mathan L. Smith Mr. M. A. Codd Br. A. F. Shure any / Churc Mr. W. F. Childs, Jr.

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Inventoried by W.F.C. Jr. 5/28/39

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