S.R.C. MINUTES DISTRICT NO. 2 CECIL COUNTY

## CE-8142-02, Perryville Connector Rd, MD 7-B Relocation 04/10/2003

This access permit allows the Board of County Commissioners of Cecil County to create a new connector road, Perryville Connector Rd in Perryville, between US 40 and MD 7-B.

Improvements on US 40 will fall between mile points 1.30 and 1.50 (approximately) and will include: widening/new aux. lanes, new crossovers, new traffic lights, median reconstruction, a new intersection, and the extension/reconstruction of a box culvert, which is currently small structure #07042X0 at Mill Creek (?).

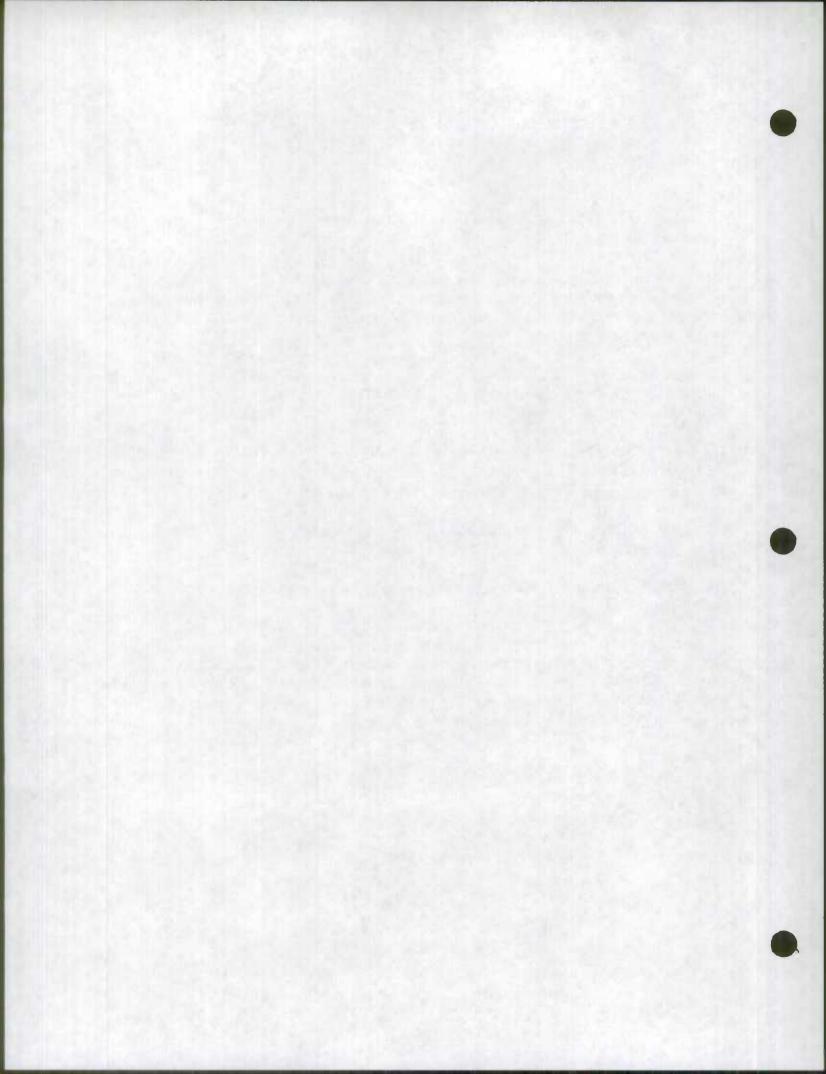
Improvements on MD 7-B include road reconstruction and relocation between mile points 0.90 and 1.40 (approximately). Reconstruction includes 1500' of new shoulders, drainage system improvements, and road overlay.

The new Perryville Connector Rd intersection will occur approximately 1200' east of MD 222-Perryville Rd on the south side of US 40. On MD 7-B improvements should occur east of MD 327-Firestone Rd to, and possibly beyond, the Perryville corporate limits.

Cecil County will be given maintenance credit for the connector road when it is reported in their road improvement report.

The relocated portion of MD 7-B will be state maintained according to a phone conversation with Butch King, 4/8/03.

Another agreement, a signed agreement between the state and the county addressing funding, concerning this project should be forthcoming as it was referenced in the original access permit. When this project has been inventoried and processed add a description of the project and location to the SRC Minutes book unless the signed agreement already contains an accurate description.





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

Corman Construction, Inc. 12001 Guilford Road

Robert L. Flanagan, Secretary Nell J. Pedersen, Administrator

MARYLAND DEPARTMENT OF TRANSPORTATION

12/22/03

Subject: Contract No. CE 7715184

Annapolis Junction, MD 20701

Detail/Build MD 7D from MD 213 to South Street PDMS No. 073093

HOHWAY INFORMATION REPARCES DIVISION

Gentlemen:

This is to notify you of the acceptance for maintenance (with exceptions) on December 18, 2003, of the above noted project by the State Highway Administration.

Final acceptance of this project will be given after the materials clearance is given by the State Highway Administration's Laboratory.

It is anticipated that the final quantities on all items will be computed by February 18 ,2004, and will be ready for your inspection at that time.

Our records indicate that this project was completed within the allotted time.

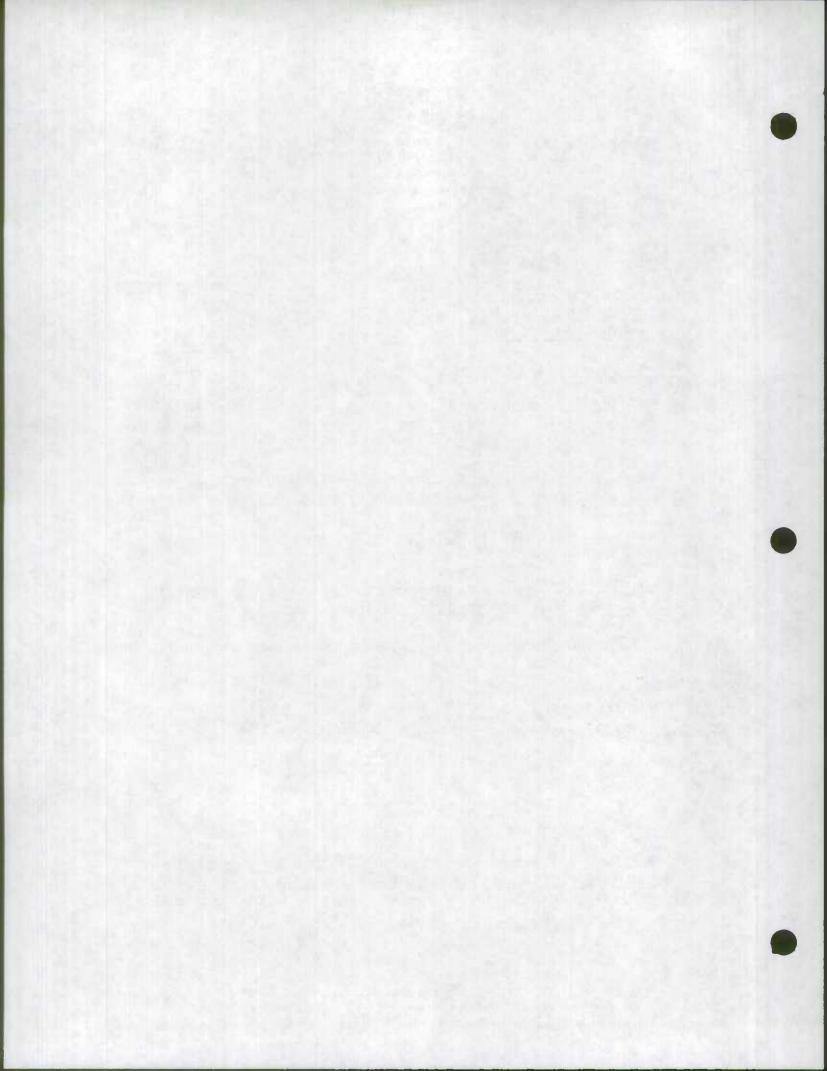
\* MD 7-D Transfer JTem 91020 Now man maint. 3/19/04

Very truly yours,

regis amouello

RKL: DAR

CC: D.R. Rose; R. Harrison; R. Yurek; R. Weddle; G.R. Boyd; J.R. Miller; W. Owens; N.J. Castellanos: R.L. Daff Sr.; T.O. Wright; J.B. Schmick; M.L.Lewis: J. Squires; G. Holsey; D. North; B. Clothier; D.A. Redman; K. Russo; M.R. Baxter; J. Fahrman; C. Larson.





### Maryland Department of Transportation State Highway Administration

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

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

October 15, 2001

Douglas H. Simmons, Director of Office of Planning and Preliminary Engineering, executed a road transfer agreement dated October 5, 2001, between the State Highway Administration and The Town of Elkton, Maryland relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement. The road transfer agreement will become effective upon completion and acceptance by the Town of the proposed project.

State Highway Administration to The Town of Elkton, Maryland:

MD 7D (West Main Street/East Main Street) - From MD 213 (Bridge Street) to South Street, a total distance of 0.40+ mile.

Total Mileage to the Town - 0.40+ miles

Item No.: 91020

Said agreement has previously been executed by the Town Administrator's Office - Town of Elkton and approved as to form and legal sufficiency by Special Counsel, Sidney S. Campen, Jr.

RECEIVED

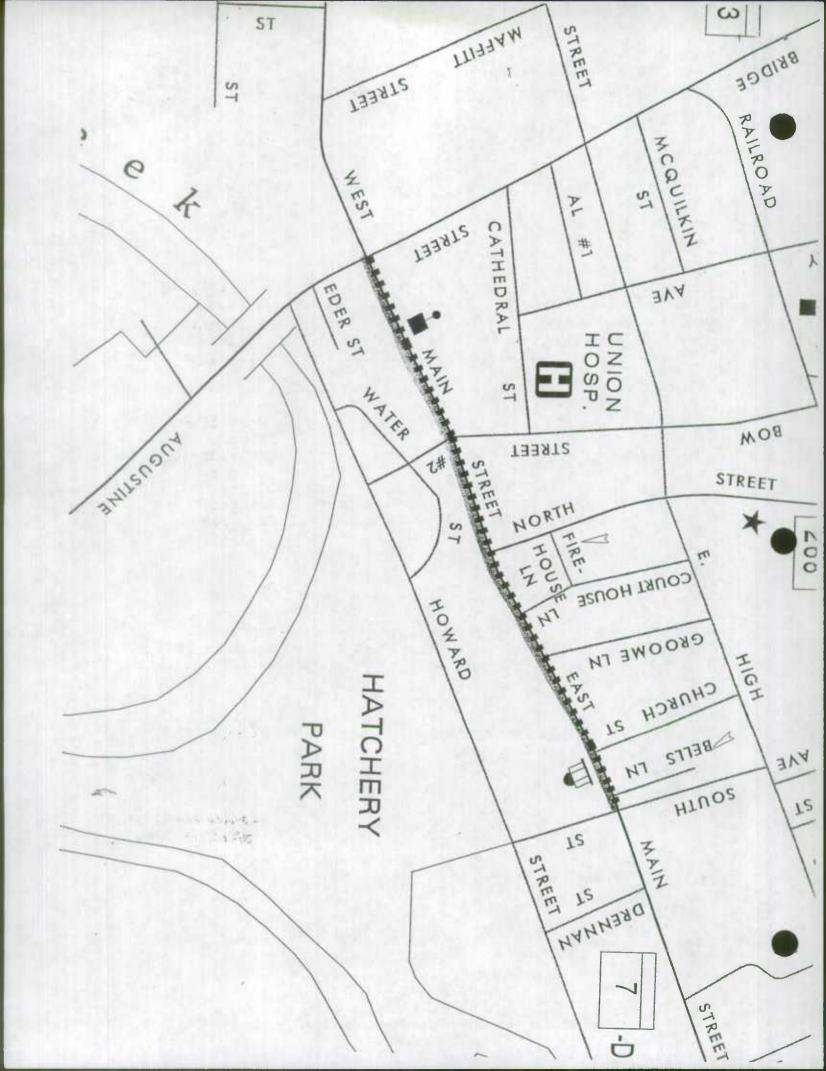
OCI 22 2001

HIGHWAY INFORMATION SERVICES DIVISION

HTC:seb

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

Malling 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. M. Baxter

Mr. W.E. Brauer, III

Mr. M. Lenhart Ms. Rose Davis

Mr. Steve Foster

Mr. K. McClelland Ms. C. Simpson

Mr. D. German

Mr. G. Hadel

Mr. T. Hicks Ms. E. Homer

Mr. R Harrison

Mr. E.S. Freedman

Mr. S. Foster

Mr. J. Franklin

Mr. M. Lewis

Mr. K. McClelland

Mr. J. Miller

Mr. D. Rose

Mr. K.G. Shelton

Mr. D. Simpson

Mr. D. Ward

Mr. D. Weddle

Mr. P.F. Williams

Mr. M. Shah

Mr. Ed Schmidbauer

Mr. R. Lindsay

Mr. P. Quinn

Mr. T. Wright

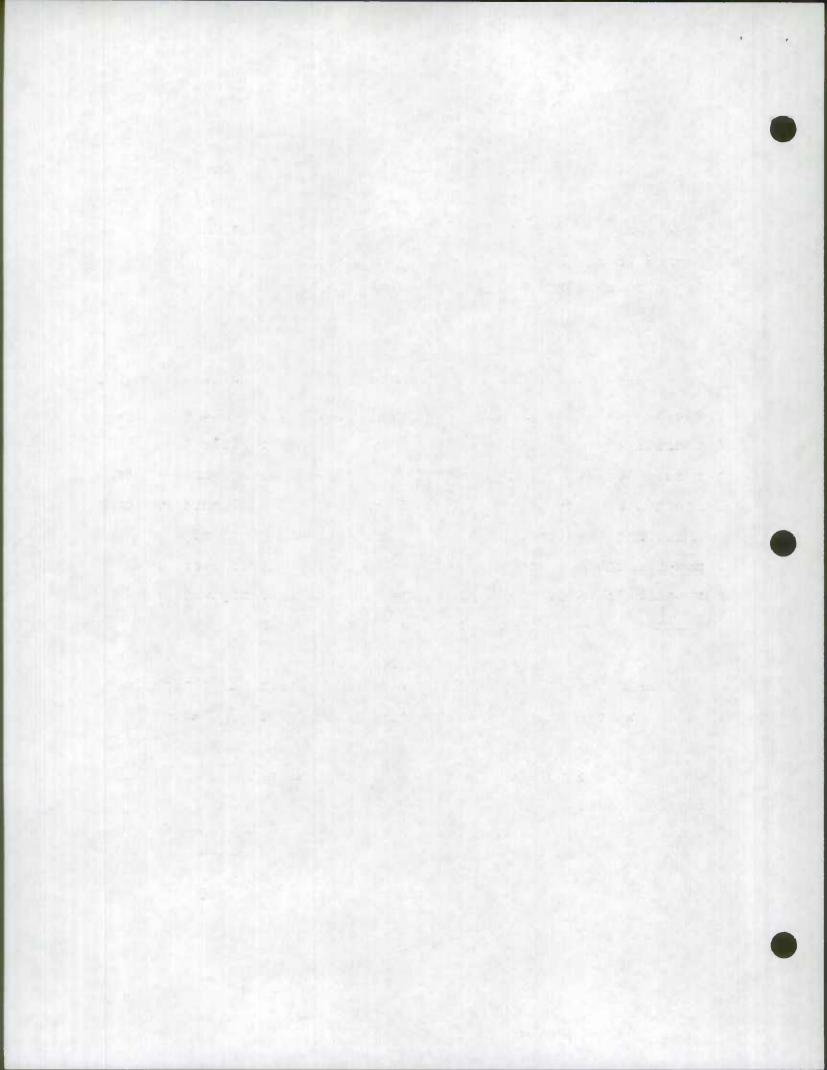
Mr. N. Pedersen

### THE TOWN OF ELKTON, MARYLAND

Mayor of Elkton

Town Administrator

Town Attorney



#### ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this day of detable. 2001, 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 Town of Elkton, Maryland, hereinafter referred to as the "Town", party of the second part.

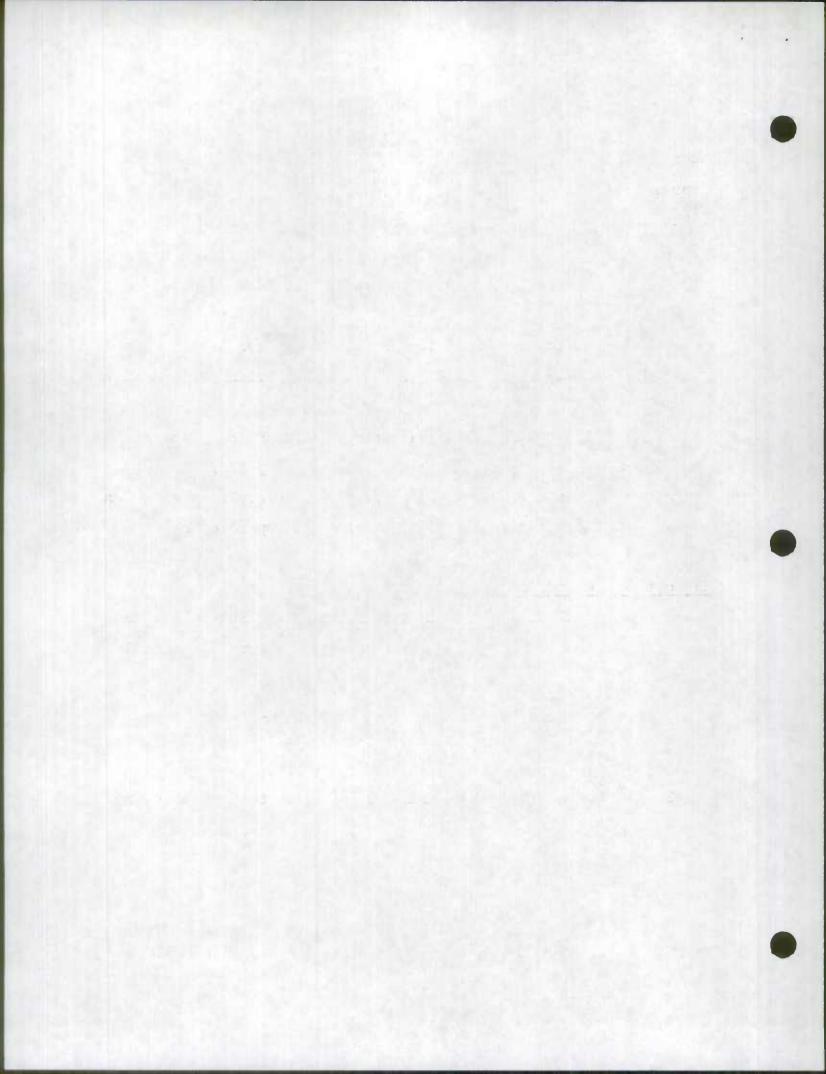
WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the State Highway Administration is empowered to agree to transfer title to, jurisdiction over, and responsibility for the maintenance of any State highway, or portion thereof, to the political 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 Town the hereinafter described section of road which heretofore was constructed by the Highway Administration and the Town has agreed to accept same as an integral part of the Town highway system.

RECEIVED

OCT 22 7001

HIGHWAY INFORMATION SERVICES DIVISION



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 Town and the Town 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 Town highway system, (hereinafter referred to as the "Roadway") as shown on the exhibit attached hereto and incorporated herein:

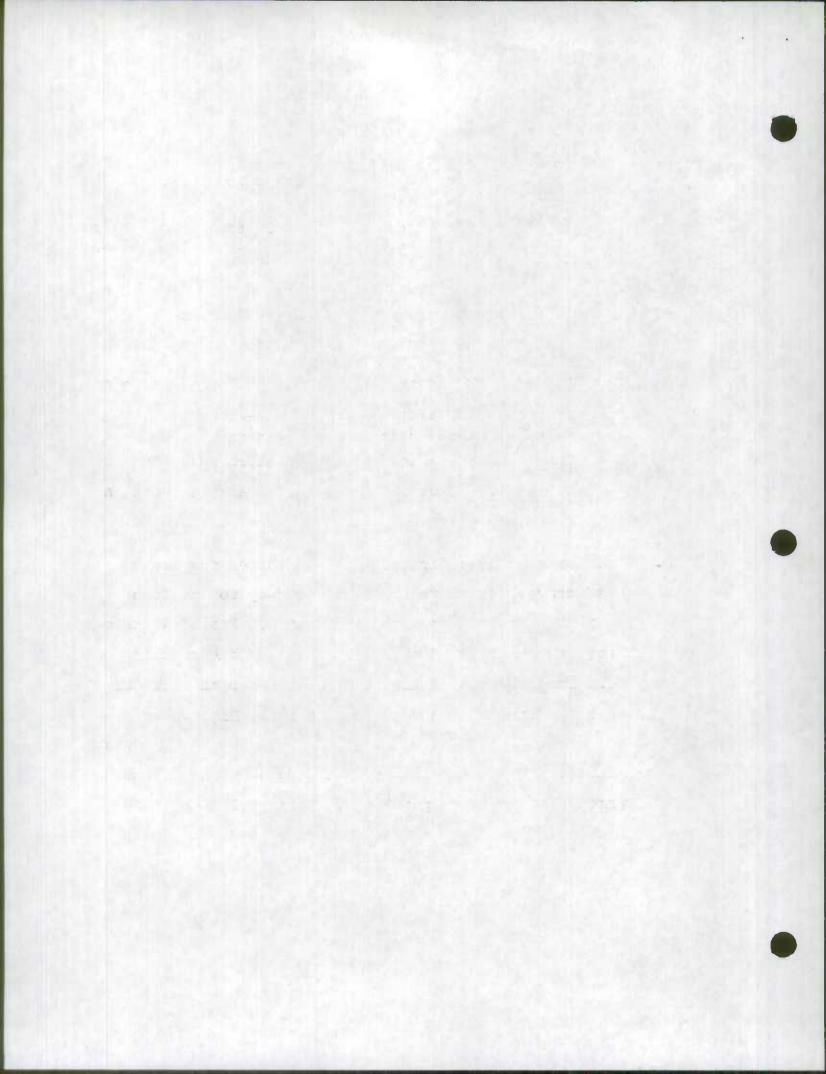
### SHA to the Town of Elkton:

MD 7D (West Main Street/East Main Street) - From MD 213 (Bridge Street) to South Street, a total distance of 0.40+ mile

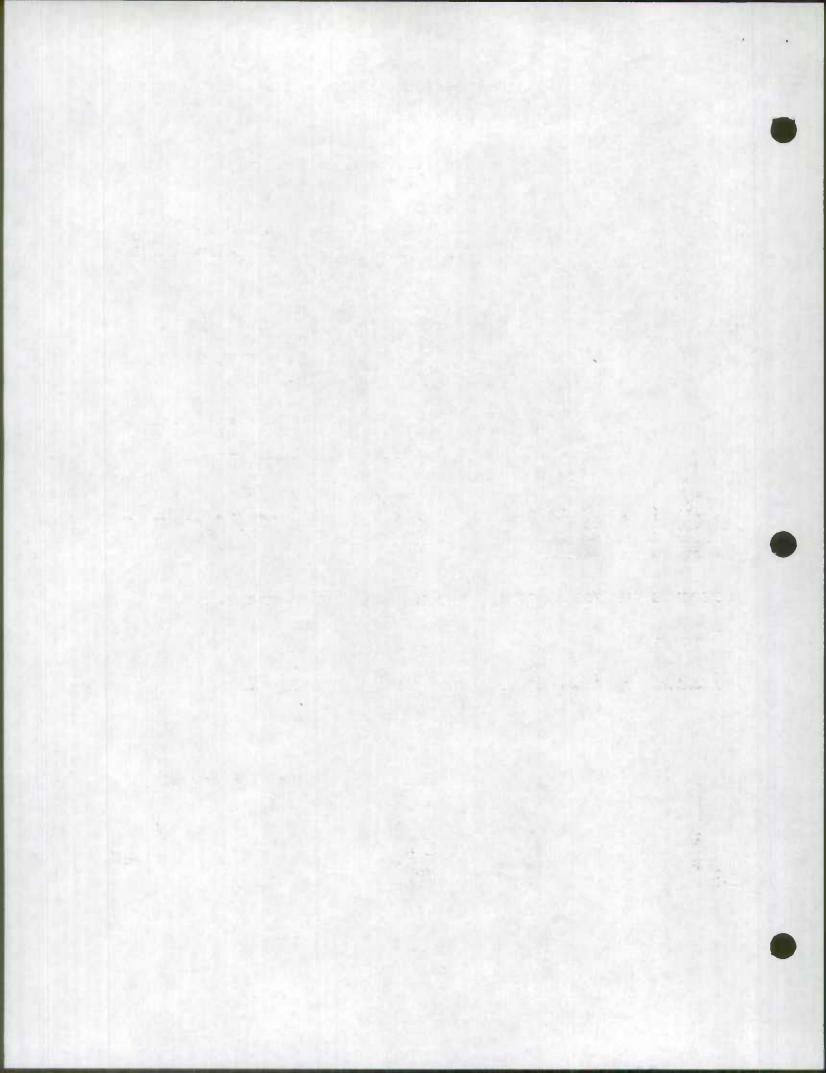
Total Mileage to the Town - 0.40+ miles

Item No.: 91020

Conveyance of the Roadway is subject to the following conditions:



- A. The Highway Administration agrees to reconstruct the roadway inside the limits of the Town as specified under S.H.A. construction contract no. CE 771A21.
- B. The effective date of transfer of the Roadway to the Town shall be upon the completion of construction.
- C. The Roadway mileage will be included in the Town's inventory as of December 1st of the year following the date set forth in item 2-B above.
- D. The basis for the allocation of funds to the Town will include the Roadway mileage (i.e., the additional 0.40+ mile) beginning July 1st of the year following the date as set forth in Item 2-B above.
- E. The transfer of the Roadway to the Town is made on an "as-is" basis, including the reconstruction as specified in point 2-A above as well as all appurtenances and bridge structures.
- F. The Town hereby accepts jurisdiction over and responsibility for the maintenance of Roadway as of the effective date of transfer as set forth in Item 2-B above.
- deed conveying ownership of the Roadway to the Town subject to the approval of the Board of Public Works of Maryland. A copy of the deed, plats, and Agreement will be presented to the party of the second part for review, with the understanding that the Highway Administration will execute and record the deed unless notified of any error in the deed description 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:

By:

Director, Office of Planning and Prel/minary Engineering

Approved as to form and legal sufficiency this \_ /6 day of

Chief, Utility and Road Conveyance Section

RECOMMENDED FOR APPROVAL:

TOWN OF ELKTON, MARYLAND

Counsel

WITNESS:

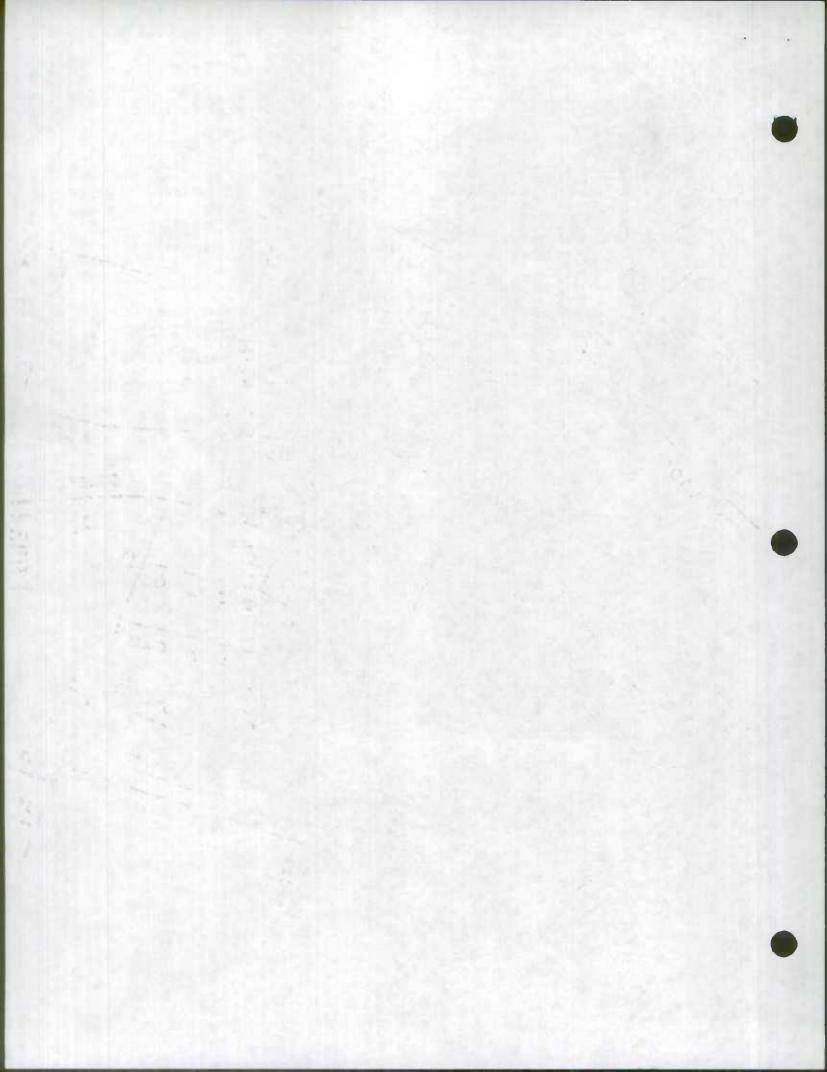
Mayor of Elkton

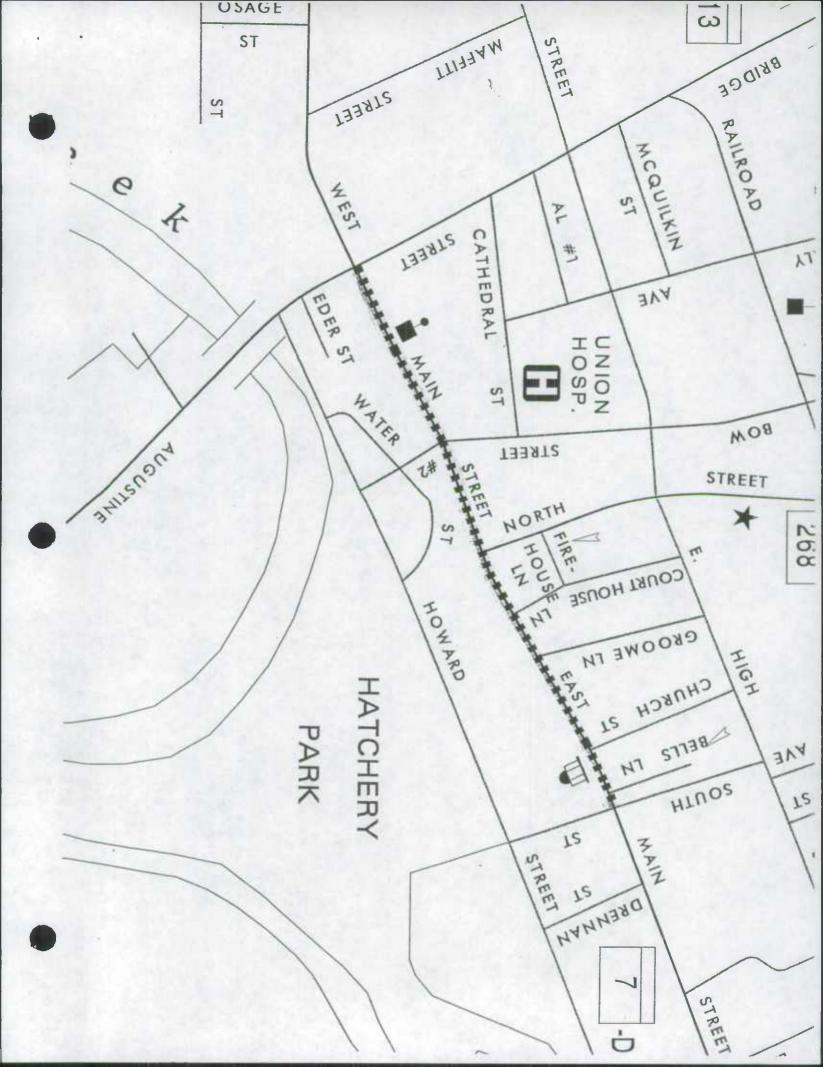
Special

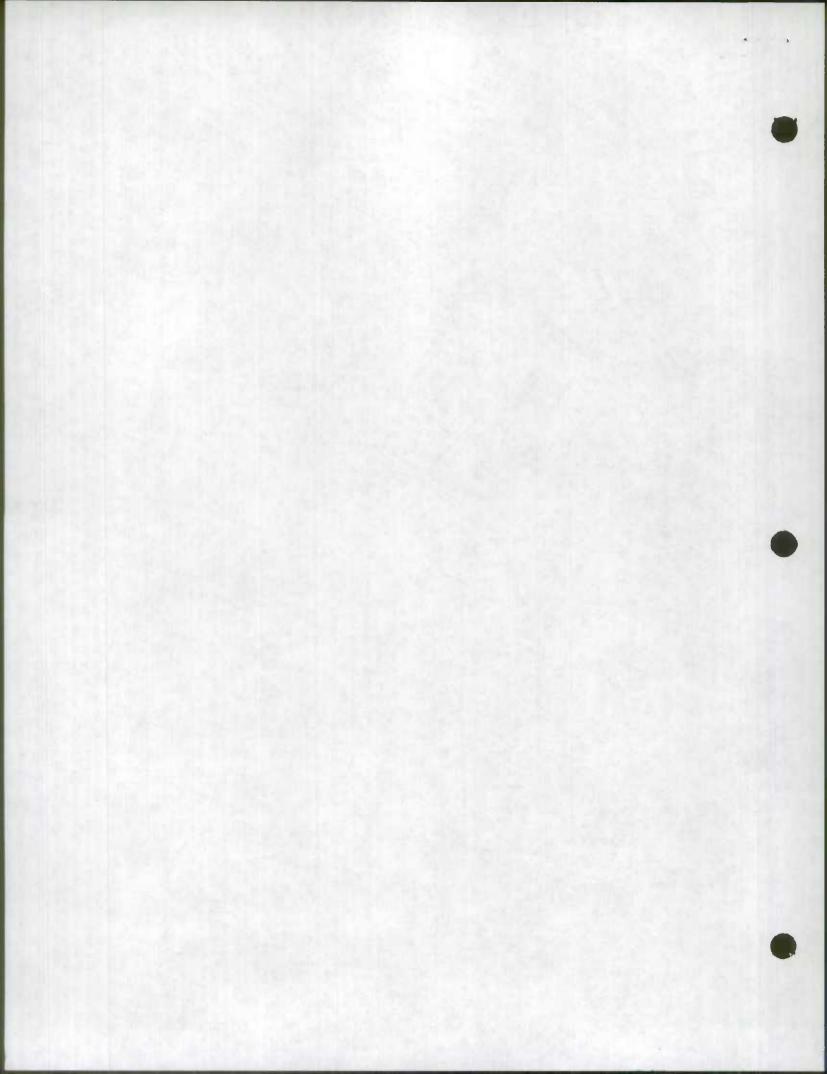
Approval as to form and legal sufficiency this 19 day of

Town Attorney

was H. George, Jr. Administrator











### Maryland Department of Transportation State Highway Administration

David L. Winstead Secretary Hal Kassoff Administrator

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

2/23/01

### February 22, 1996

Director Neil J. Pedersen, Office of Planning and Preliminary Engineering, has approved the following route number redesignation for a portion of US 222 from US 40 to US 1 in Cecil County.

The redesignation for this section of roadway is MD 222.

This redesignation was reviewed and approved by AASHTO and is effective immediately.

A map indicating the affected roadway is attached.

Attachment

### **Distribution List**

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

Mr. J. Kelly

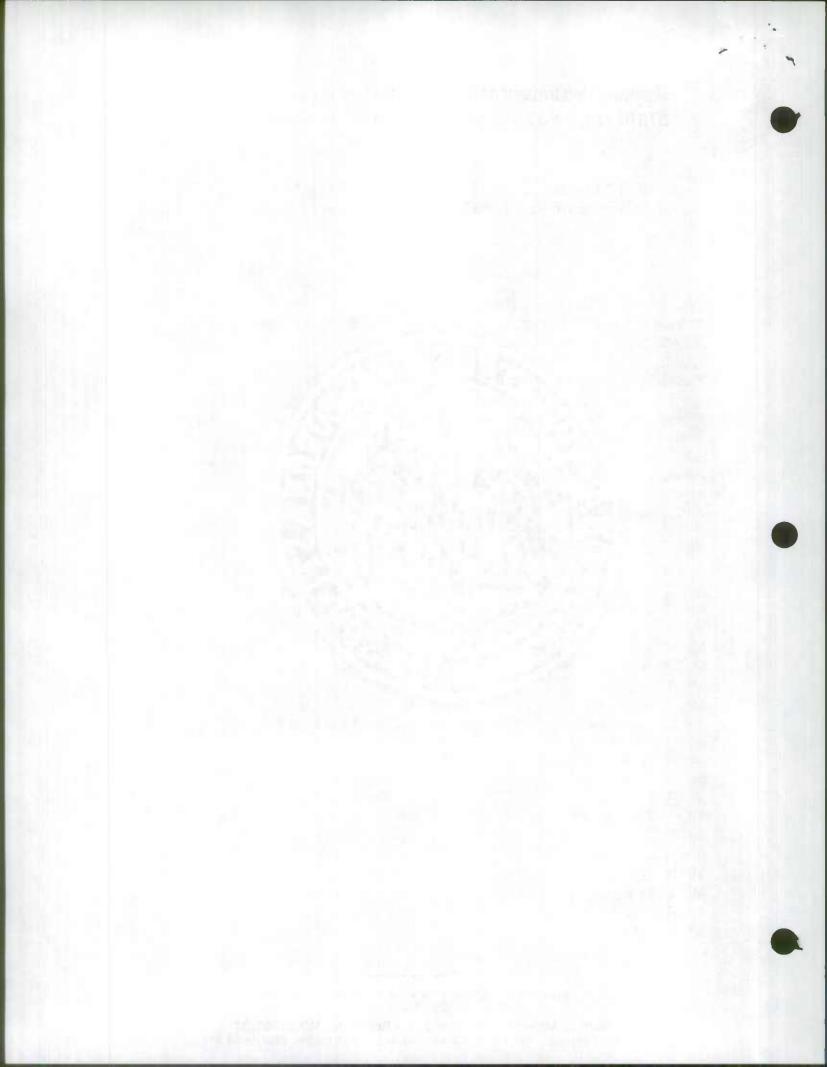
Mr. R. S. Kiel

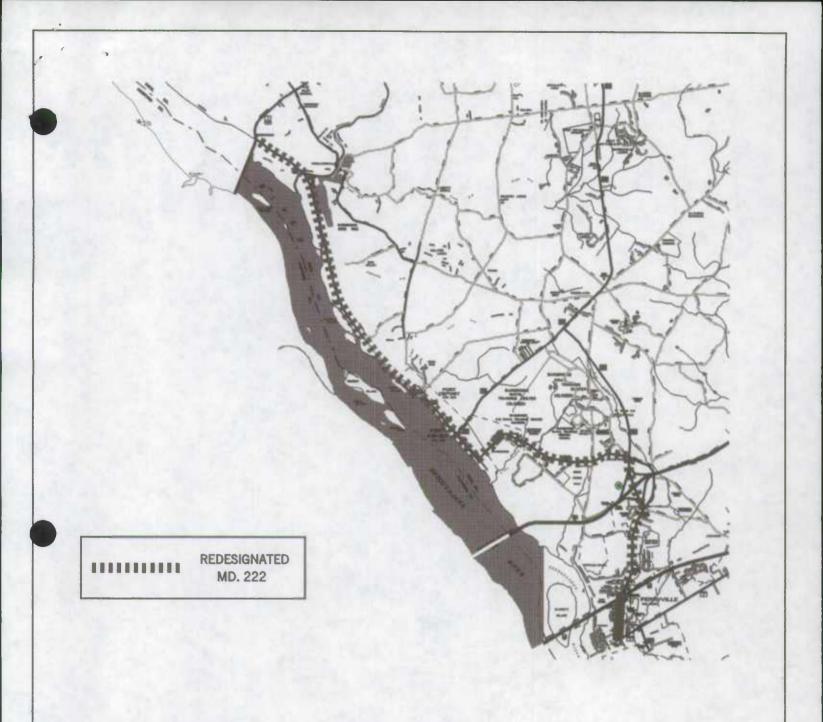
Mr. J. L. Knight

Mr. J. S. Koehn
Mr. R. K. Lindsay
Mr. J. Miller
Mr. J. Muller
Mr. K. Oelmann
Mr. E. T. Paulis, Jr.
Mr. Neil J. Pedersen
Ms. M. E. Reichard
Mr. D. R. Rose
Mr. L. Schultz
Mr. K. G. Shelton
Mr. D. Simmons
Ms. D. J. Strausser
Mr. W. Walsek

Department of Public Works
Cecil County
Board of Zoning Appeals
Cecil County

My telephone number is \_\_\_\_\_\_

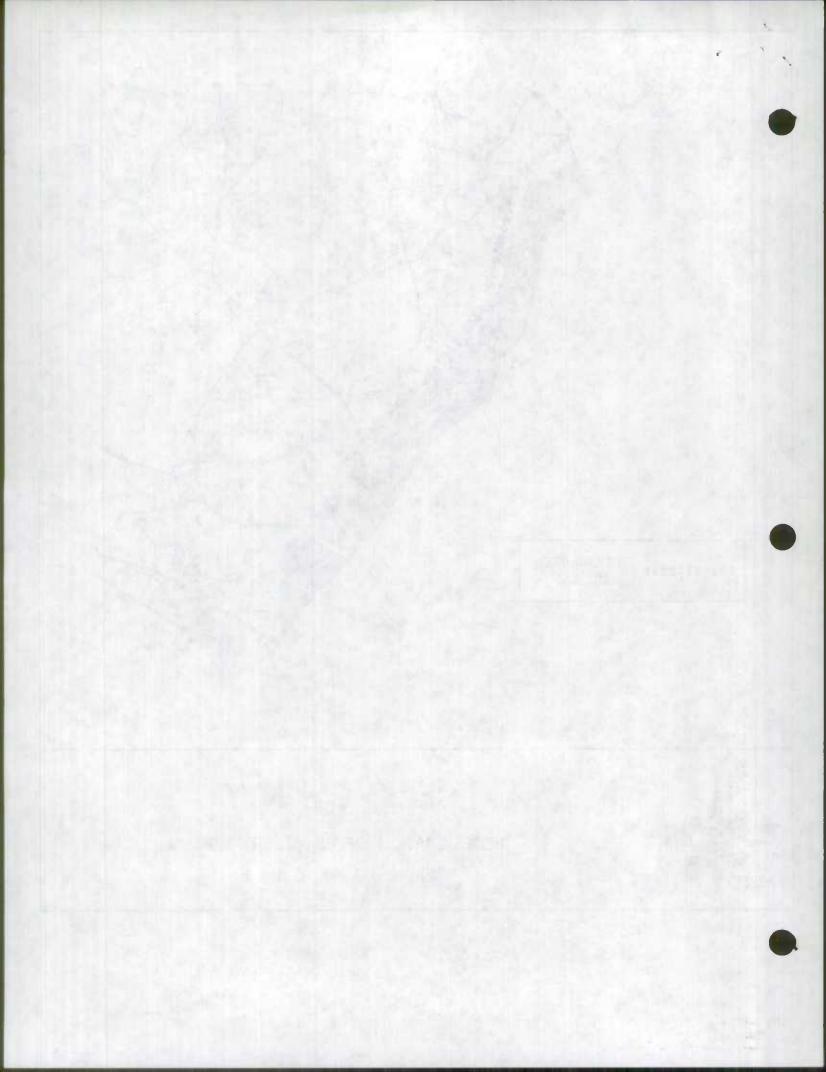






## CECIL COUNTY

REDESIGNATION OF US 222 TO MD 222
FROM US 40 TO US 1





American Association of State Highway and Transportation Officials pls Laber Clyde

Pls June

Plail

Poul P

April 6, 1995

Wayne Shackelford, President
Commissioner
Georgia Department
of Transportation

Francis B. Francois
Executive Director

Hal Kassoff
Administrator
Maryland State Highway Administration
707 North Calvert Street
Baltimors, MD 21202

Dear Mr. Associt:

We have received your route numbering applications for the elimination of U.S. Route 222 through Port Deposit, Maryland.

They will be placed on the agenda for consideration by the Special Committee on U.S. Route Numbering at their next meeting on April 22, 1995, in Savannah. Georgia.

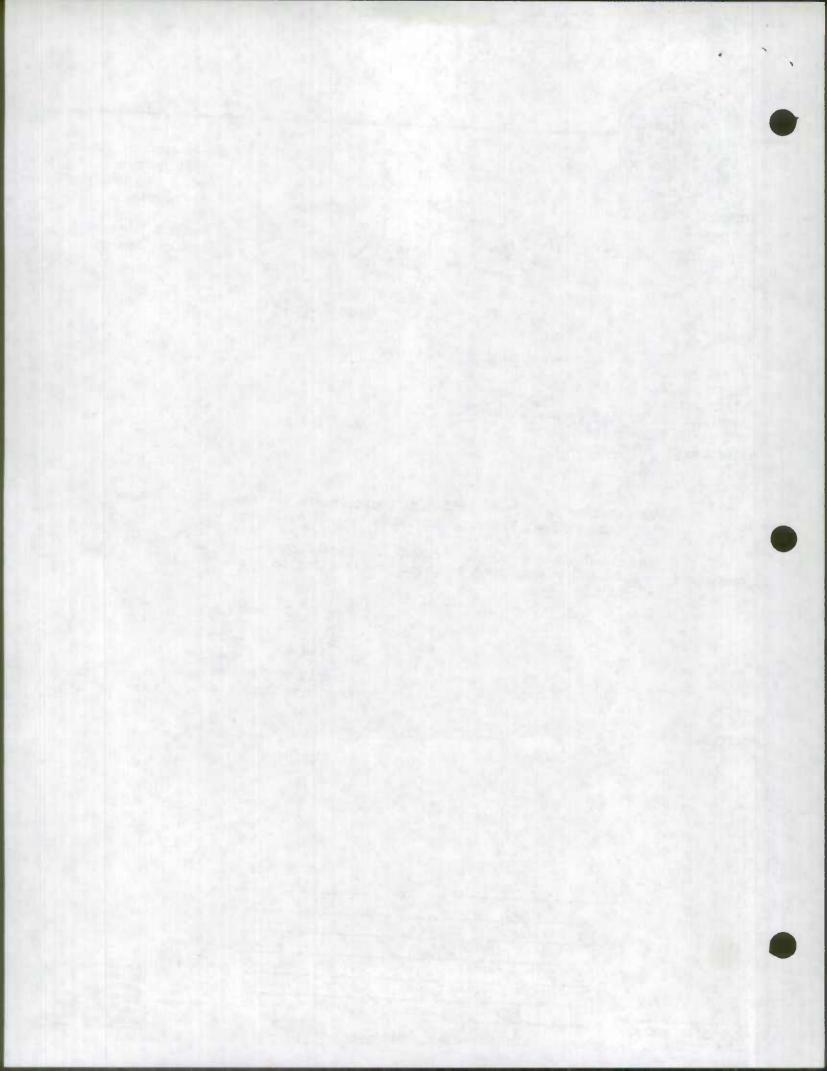
Very truly yours.

Francis B. Francois Executive Director

FBF:DJT:dje

\$ X8-7	# xe4
N SUOUL	915 2-12 = evoud
Q 5 1H adecres	CO. MANDINE TENIN
TO KAILL HES	From WAYNE BUTCHER
etoN xsq "fi-fac	page (bases)





Report of the

Special Committee on U.S. Route Numbering
to the

Standing Committee on Highways
April 23,1995

- Heil - Faldis - Palling - Lizk.

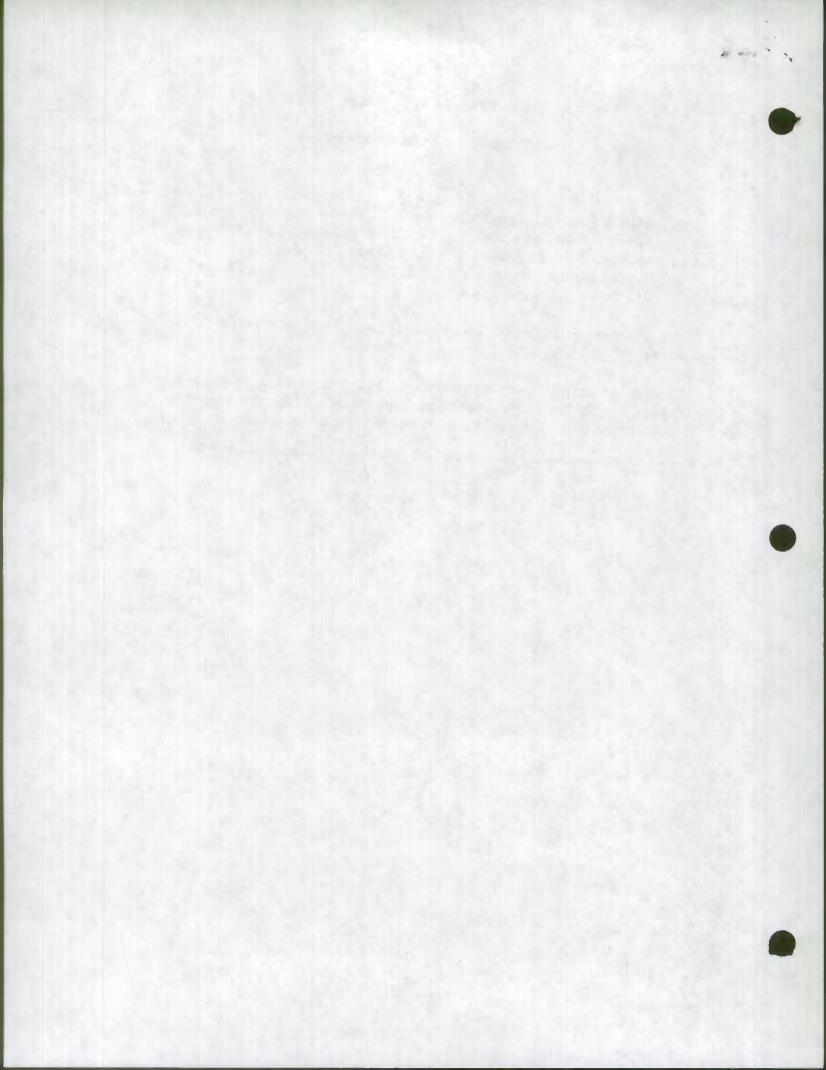
The AASHTO Special Committee on U.S. Route Numbering met on Alvanday. April 22 in Savannah, Georgia. Members in attendance included Ray Zink. North Dakota. Allan Abbott. Nebraska. Alden Small, Maine; and Donna Tamburelli. AASHTO Staff. B.K. Jones. South Carolina. was not in attendance.

The members considered 24 applications from 12 member departments.

All applications were approved as submitted with the exception of the application from the Nebraska Department of Roads for the establishment of U.S. Route 183 Alternate, which was denied.

Md ZZZ person Submitted by

Ray Zink. Chairman





### Maryland Department of Transportation State Highway Administration

O James Lighthizer Secretary Hal Kassoff Administrator

NJP 2/5/95

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

JANUARY 30, 1995

Neil J. Pedersen, Director of Office of Planning and Preliminary Engineering executed a road transfer agreement dated November 30, 1994, between the State Highway Administration and the Mayor and Council of the Town of Chesapeake City 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 Mayor and Council of the Town of Chesapeake City, Maryland:

MU 0040

MD Rte. 286-A (Bohemia Avenue) - from MD 286 to First Street, a total distance of 0.07± miles

TOTAL MILEAGE: 0.07+ MILES

Item Nos.: 85482/72364

Said agreement has previously been executed by the Mayor and Council of the Town of Chesapeake City and approved as to form and legal sufficiency by Assistant Attorney General Libby C. Reamer.

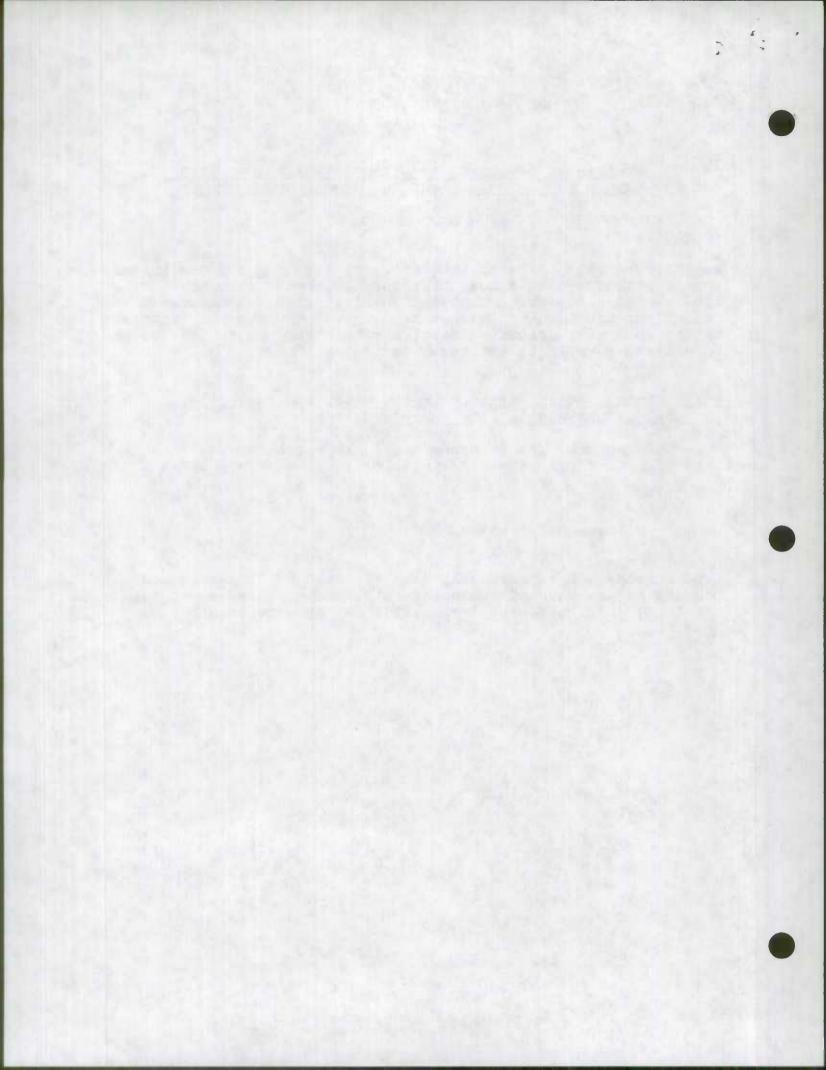
KO: SNC: cej

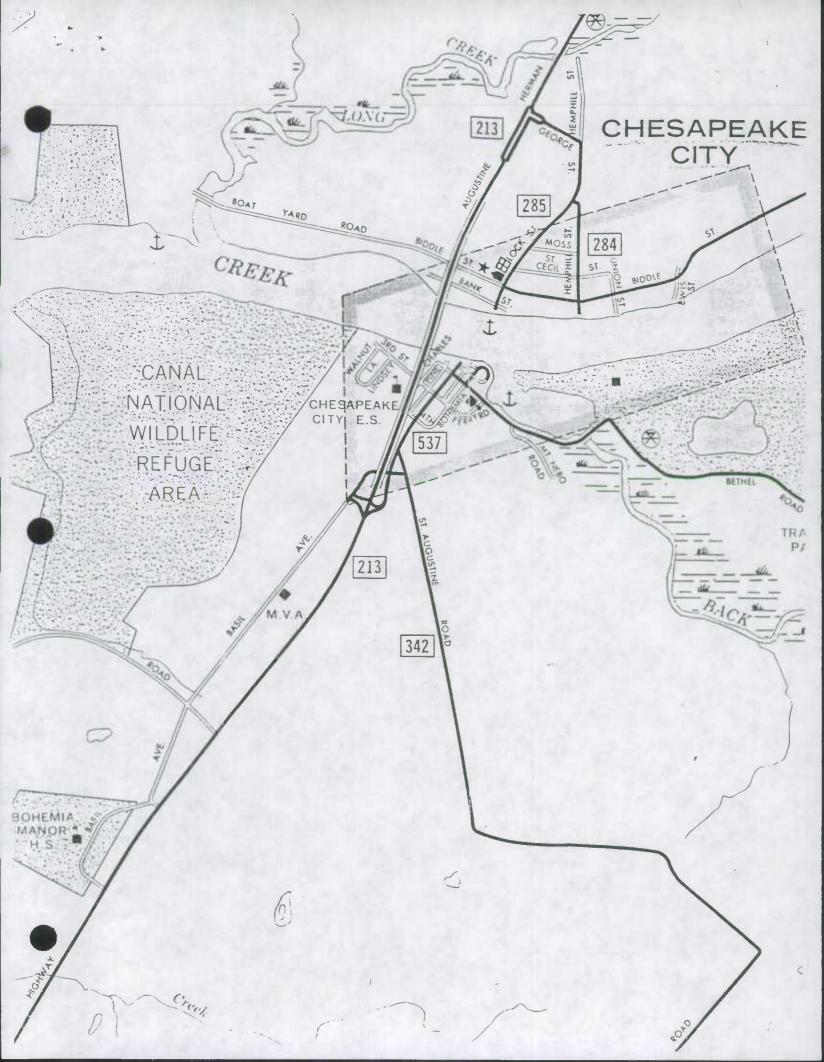
333-1627

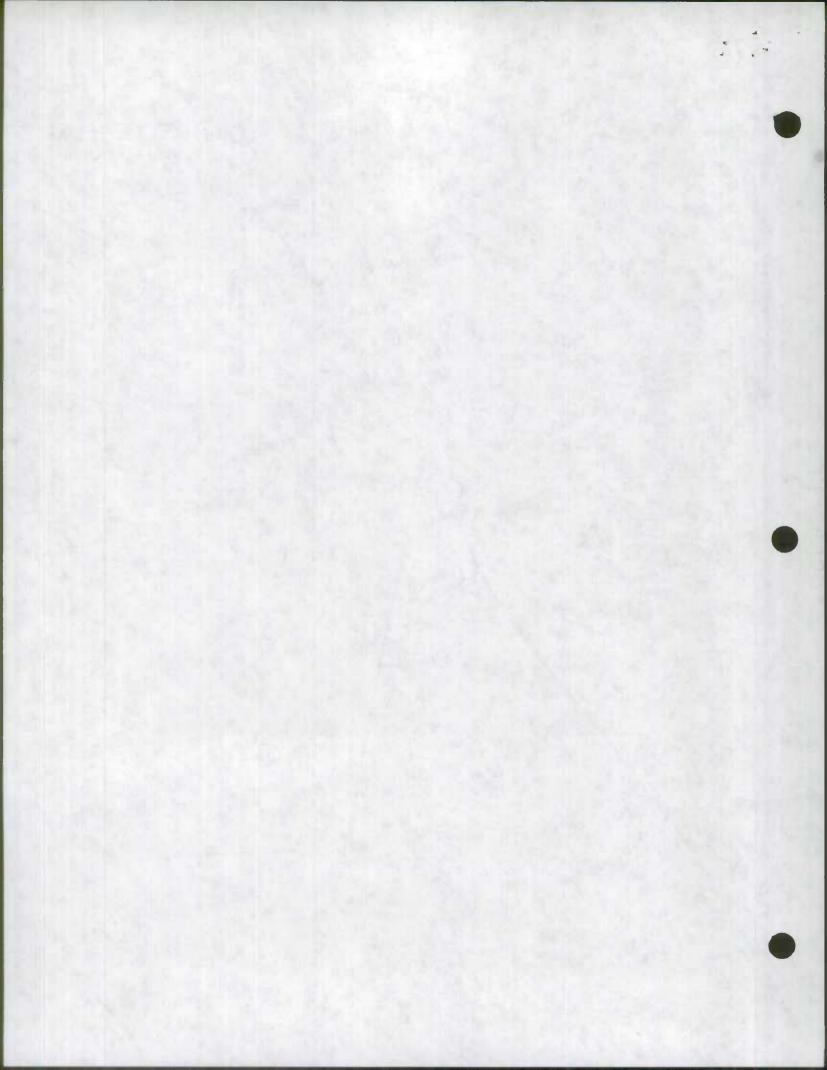
My telephone number is

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

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







MOA PAGE 2

#### S.H.A.

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

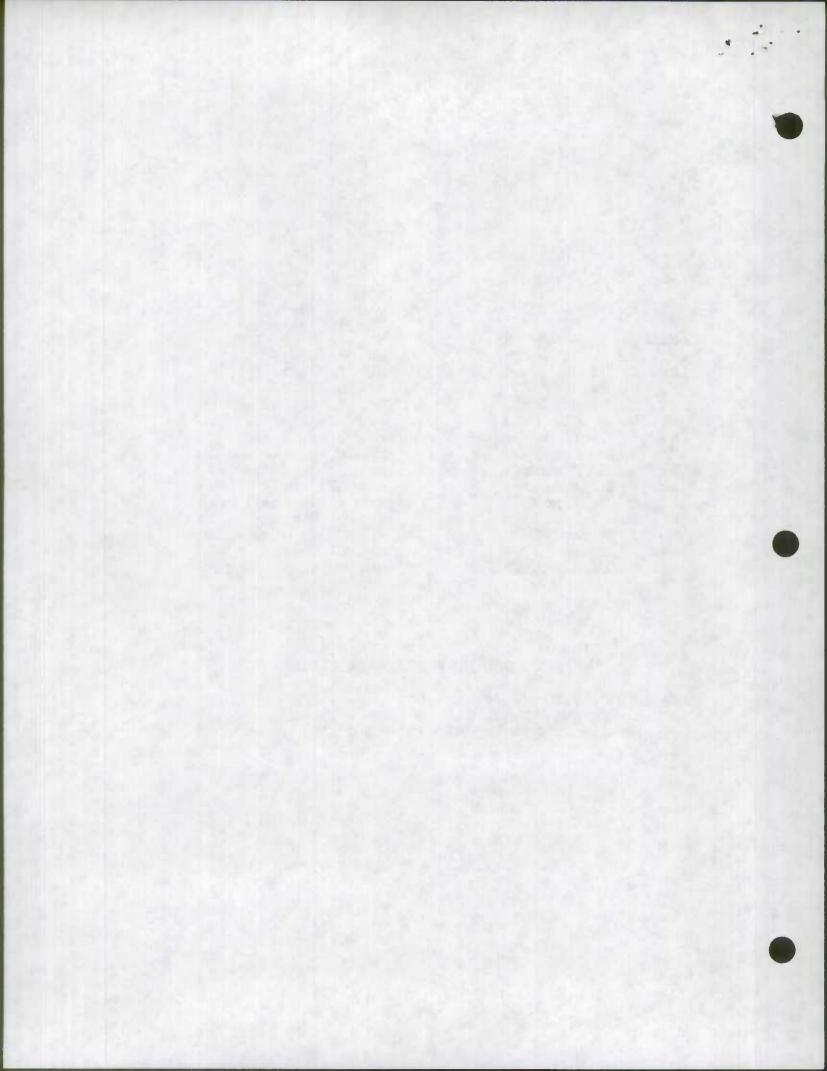
R/W Secretary File

#### TOWN OF CHESAPEAKE CITY

Mr. Findlay M. McCool, Mayor

Mr. Lawrence Bathon, Street Commissioner

Mr. Dexter Thompson, Town Attorney



### MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF THURSDAY, NOVEMBER 9, 1989 RECEIVED

NOV 27 1989

HIGHWAY INFORMATION SERVICES DIVISION

Administrator Kassoff executed the following Deed of Conveyance, dated November 9, 1989, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcel of land as indicated and as more fully described in the deed:

### Grantees

### Conveyance

### In Accordance With

Marvella R., wife

Robert B. Graybill & 0.101+ A. excess land located at SE side of the Bohemia River Bridge on Md. Rte. 213 (Augistine Herman Hwy.) in Cecil County; former prop. of the Grantees, Item 75369, Proj. CE-655-301-270.

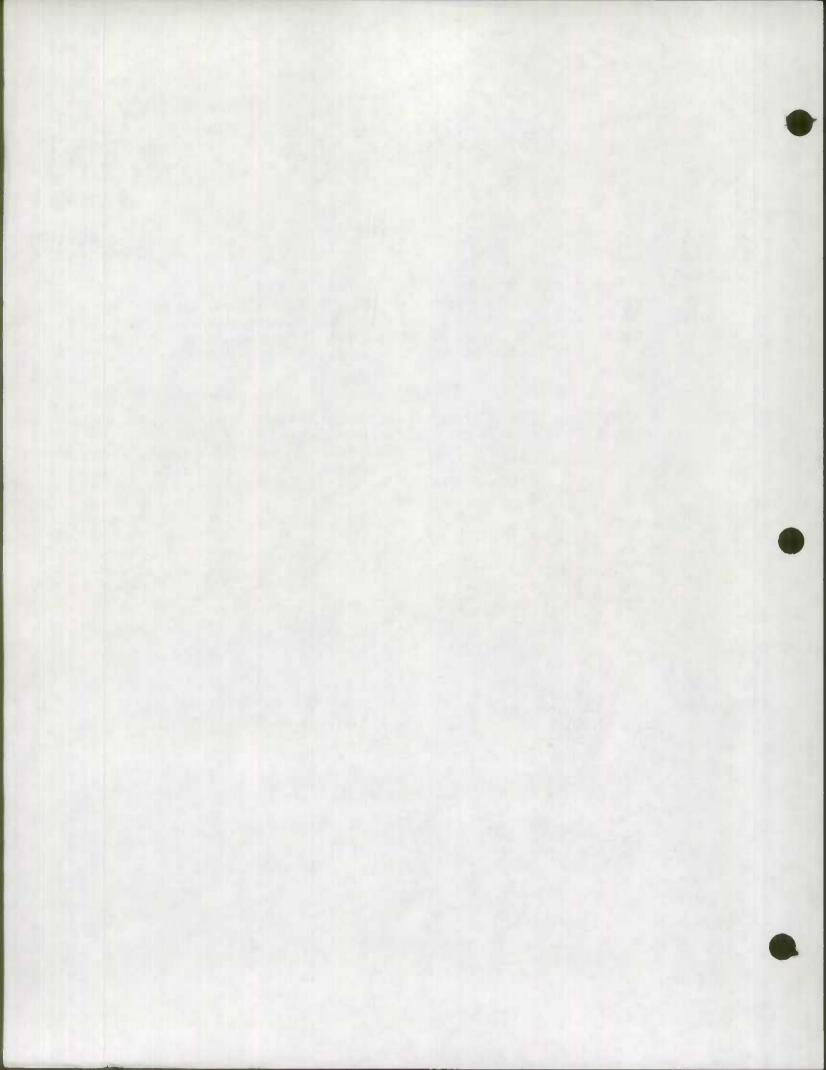
Permission to dispose/was granted on 3/29/89 by BPW-Item 10-RP. District Engineer requested that a portion of fee R/W acquired be sold back to original owner for reconstruction of his driveway entrance. Agreement made with Graybill to sell this prop. to him for \$3,030 (acquisition cost).

Copy: Mr. J. A. Agro, Jr. Mr. B. B. Myers Mr. C. Stickles Mr. R. A. Conway Mr. J. W. Williams Mr. J. F. Mahorney Mr. R. S. Greene Mr. J. T. Neukam Secretary's File

\* was My 685 (old section of MD 213) Transferred TO CO 12/27/79 was co 570 and part of co 569

Proj. CE-655-301-270

See MOA 1/29



MINUTES BONK FOR-

August 18, 1989

"Toll-Free" Agreement.

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

· Dear Mr. Trainor:

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

Your cooperation, and that of Executive Secretary Frate, isstructly appreciated in this matter. As we presently understand it; this agreement will result in additional annual Interstate 422 apportionments approximately \$4.1 million. This increase will first be reflected in the F.Y. 1991 apportionment of IR funds which will be distributed on October 1, 1989.

A. P. BARROWS:

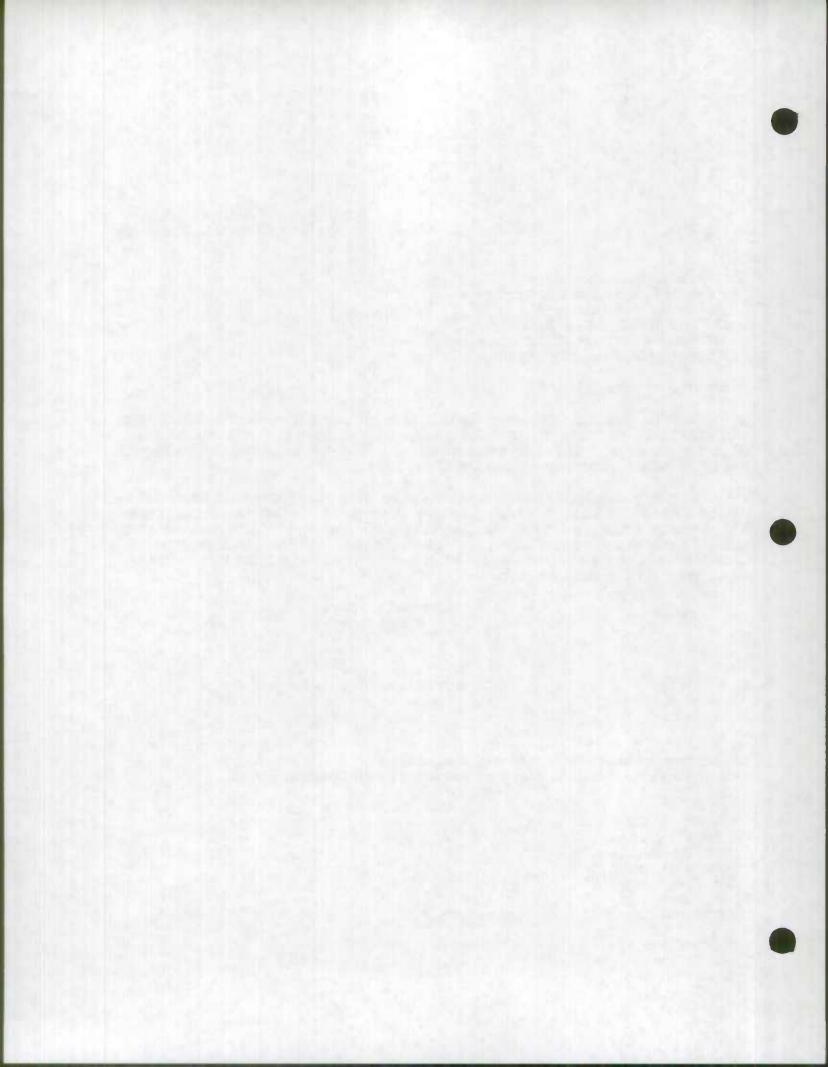
A. P. Barrows: Division Administrator

Enclosure

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

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

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



Davis Efgi

# MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF WEDNESDAY, MAY 11, 1988

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

### Grantee

Susquehanna Power Co.

### Conveyance

7.508 A. (Parcel 1) located S. of Rte. 222 (Susquehanna River Rd.), 1 mile E. of Conowingo Dam bridge in Cecil County.
4.95 A. (Parcel 2) located NW side

4.95 A. (Parcel 2) located NW side of US Rte. 1 just S. of Conowingo Dam Bridge in Harford County.

### In Accordance With

Previous agreement with grantee proposing a land exchange. Their deed will follow.

Copy: Mr. J. A. Agro, Jr.

Mr. B. B. Myers

Mr. C. Stickles Mr. R. A. Conway

Mr. C. R. Olsen

Mr. J. W. Williams

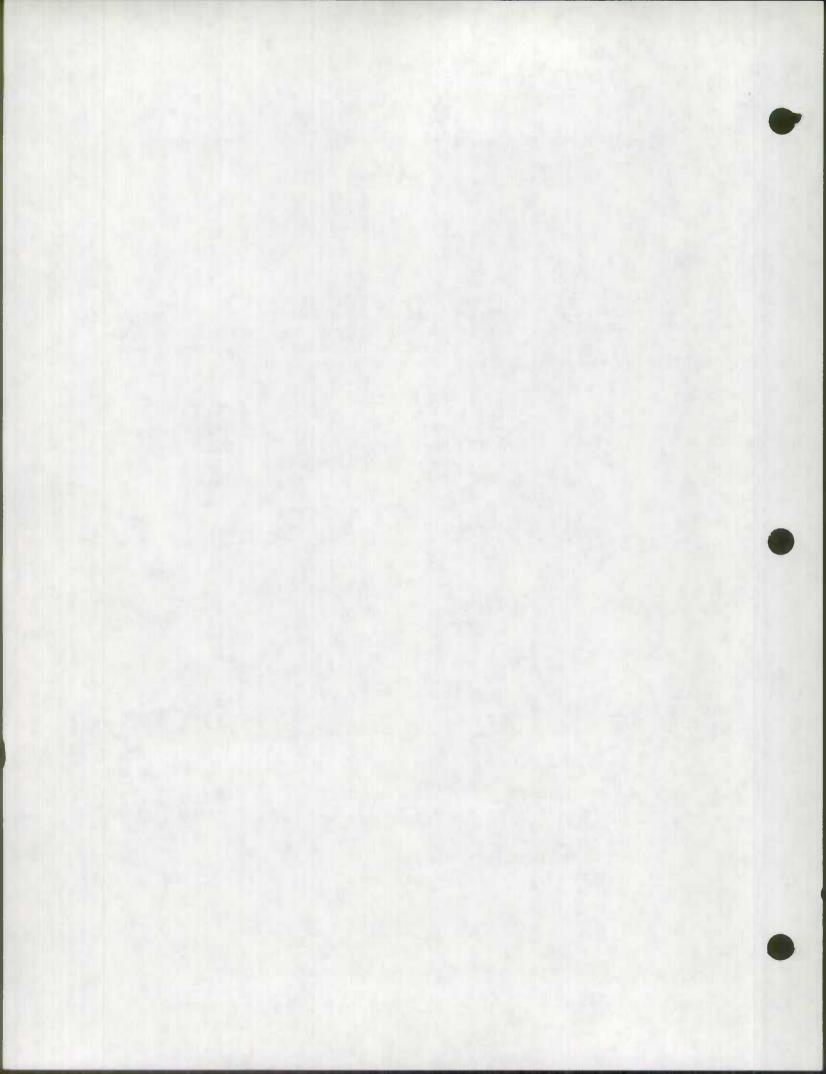
Mr. J. F. Mahorney (2)

Mr. J. T. Neukam

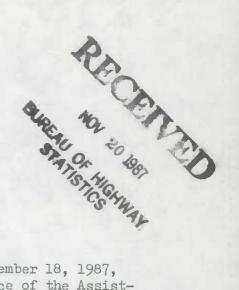
Secretary's File

SHA-Cecil & Harford County Files





### MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF WEDNESDAY, NOVEMBER 18, 1987



Administrator Kassoff executed the following deed dated November 18, 1987, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General (also the Director of the Maryland Historical Trust and the County Commissioners of Cecil County, Md.), whereby the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

### Grantee

Board of County Commissioners of Cecil County.

#### Conveyance

1.249 A. excess land plus a historic covered wooden bridge, located on SE side of Md. Rte. 272 (Northeast Road) at Northeast Creek in Cecil County; former subject to Md. Historical prop. of Boy Scouts of America, Item 41099, E. M. Woods, Item 42156, Proj. AW-867-103-070/ CE-359-9-270.

### In Accordance With

Memorandum of Understanding between SHA & County Commissioners of Cecil Co., dated October 27, 1986; Trust Easement.

Note - Two original copies of this deed are being sent to the Board for their signatures on both, with a photostat for your files. Please return both originals to the Secretary's Office-SRC - one to be forwarded to the Maryland Historical Trust and the other to the Board of Cecil County Commissioners.

Copy: Mr. J. A. Agro, Jr.

Mr. B. B. Myers

Mr. C. Stickles

Mr. R. A. Conway

Mr. J. Williams

Mr. J. F. Mahorney (2)

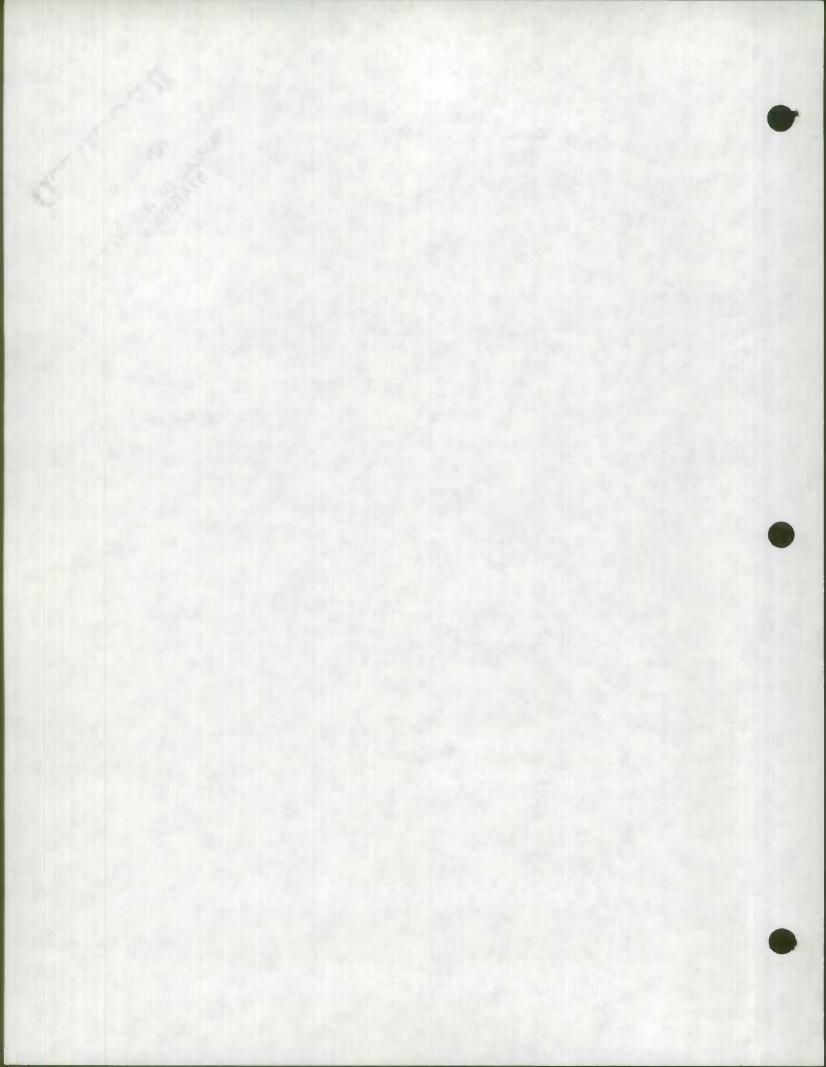
Mr. J. T. Neukam

Secretary's File

Project AW-867-103-070/ CE-359-9-270.

\* BRIDGE # 7061

Gilpus Fills Covered Bride



### MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF MONDAY, JANUARY 28, 1985 \* \* \*

Administrator Kassoff executed a Road Transfer deed, dated January 28, 1985, to transfer ten roads from the State Highway Administration to Cecil County, as covered in the supporting data and plats attached, subject to the approval of the Board of Public Works of Maryland.

Said deed had been previously approved as to form and legal sufficiency by the Office of Counsel and concurred in by the Director, Office of Real Estate. Upon approval by the Board of Public Works of Maryland, the deed will be returned to the Special Acquisition Section for further handling. A copy of the deed is being held in the Secretary's Office-SRC for Administration records.

See Transfer of Duc 27, 1979

Copy: Mr. J. A. Agro, Jr.

Mr. G. E. Dailey

Mr. R. J. Finck

Mr. H. Lempert

Mr. C. Stickles

Mr. J. M. Wright

Mr. J. Thomas Neukam

Mr. R. A. Conway

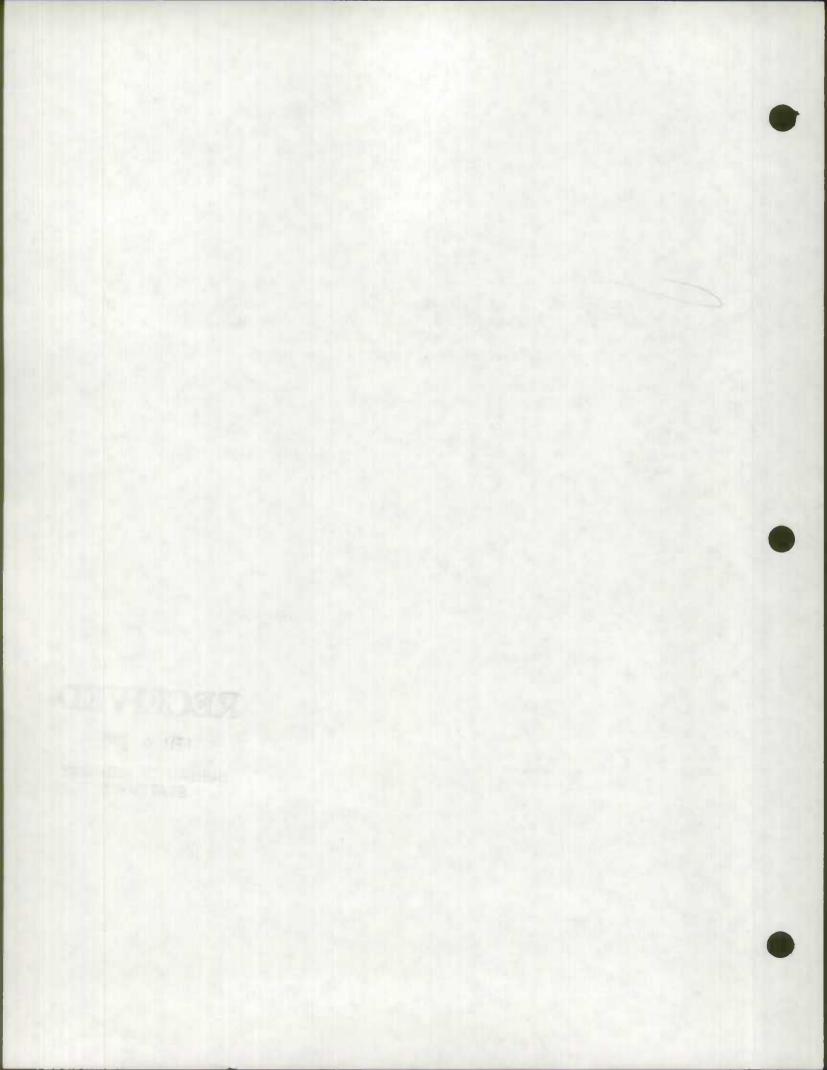
Secretary's File

SHA-Cecil County

RECEIVED

FEB 4 1985

BUREAU OF HIGHWAY



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

#### December 11, 1984

Director Pedersen, Office of Planning and Preliminary Engineering, has approved the following route number designations for two sections of State Highway acquired in a road transfer agreement with Cecil County, Maryland.

- Delancy Road from US 40 to Maryland Route 281 has been designated as Maryland Route 781
- Fletchwood Road from Maryland Route 279 to Maryland Route 277 @ Maryland Route 316 has been designated as Maryland Route 277

This proposal has been reviewed and concurred in by District Engineer James M. Wright and by the Bureau of Highway Planning and Program Development.

#### GLS:eh

cc: Mr. J. Agro

Mr. G. E. Dailey

Mr. C. T. Carter

Mr. E. M. Loskot

Mr. N. J. Pedersen

Mr. J. M. Wright

Mr. R. J. Finck

Mr. J. L. White

Mr. R. C. Davison

Ms. R. W. Byron

Mr. J. N. Day

Mr. R. S. Kiel

Mr. C. D. Sullivan

Mr. D. Ramsey

Mr. L. Ege

Mr. K. V. Dodson

Secretary's File

Mr. P. E. Becker

Mr. E. S. Freedman

Mr. P. W. Jaworski

Mr. T. Hicks

Mr. C. Lee

Mr. A. M. Capizzi

Mr. R. C. Pazourek

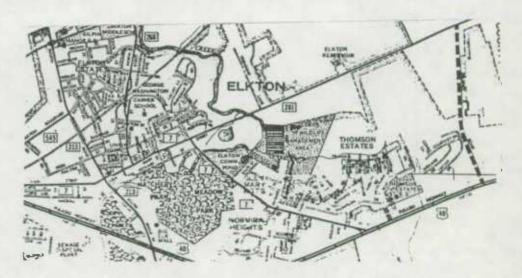
Mr. R. Weaver

Mr. J. W. Williams

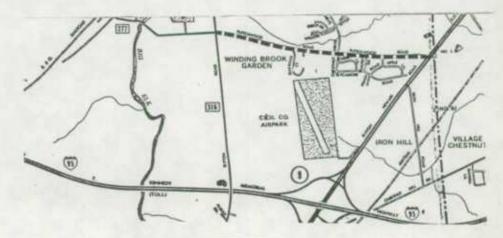
Mr. J. S. Koehn

Mr. J. Shea

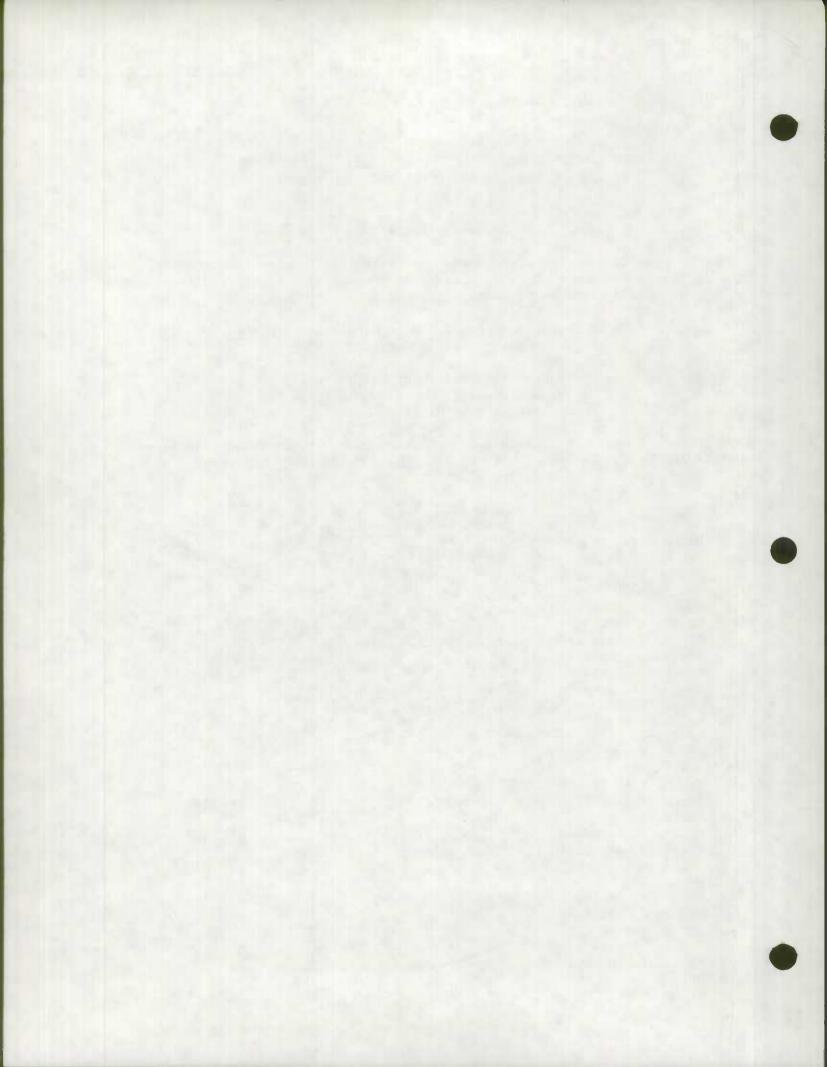
Mr. M. Munk



Delancy Road - Maryland route 781



Fletchwood Road - Maryland Route 277



## MEMORANDUM OF ACTION OF ACTING DIRECTOR NEIL PEDERSEN OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

June 11, 1984

Acting Director Pedersen, Office of Planning and Preliminary Eningeering, executed a Road Transfer Agreement dated May 16, 1984 between the State Highway Administration and Cecil County, relative to the transfer of the following described sections of road, subject to the conditions more fully set forth in the Agreement.

SHA to Cecil County

- MD 269 from US 222 to

Co 713, 714, 715

MD 813A

A total distance of +6.40 miles

Cecil County to SHA

- Delancy Road (Co 215) from US 40 to MD 281

- A total distance of  $\pm 1.01$  miles

- Fletchwood Road (Co 422) from MD 279 to MD 277

- A total distance of +1.37 miles

Md. 781

Md. 277

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

GS:eh

cc: Mr. J. Agro

Mr. G. E. Dailev

Mr. C. T. Carter

Mr. E. M. Loskot

Mr. N. Pedersen

Mr. J. Wright

Mr. C. W. Reese

Mr. J. L. White

Mr. R. C. Davison

MS. R. W. Byron

Mr. J. N. Day

Mr. J. W. Williams

Mr. K. V. Dodson

Secretary's File

Mr. P. E. Becker

Mr. E. S. Freedman

Mr. P. W. Jaworski

Mr. T. Hicks

Mr. C. Lee

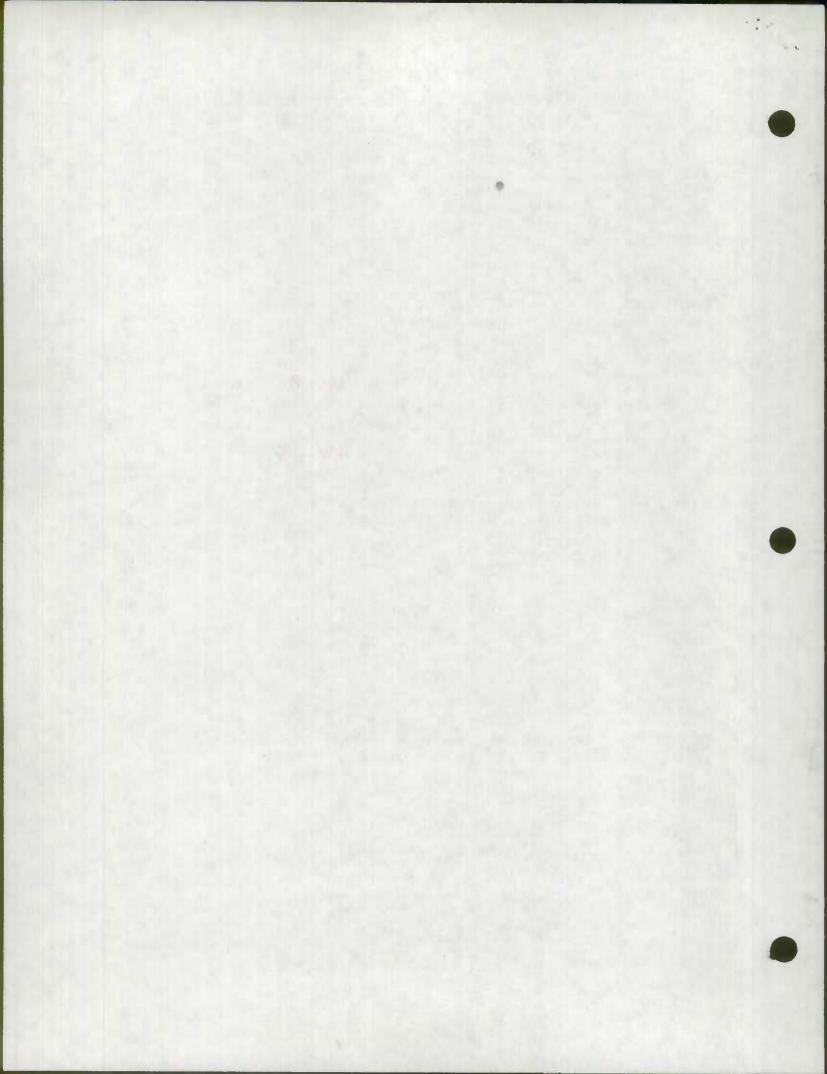
Mr. A. M. Capizzi

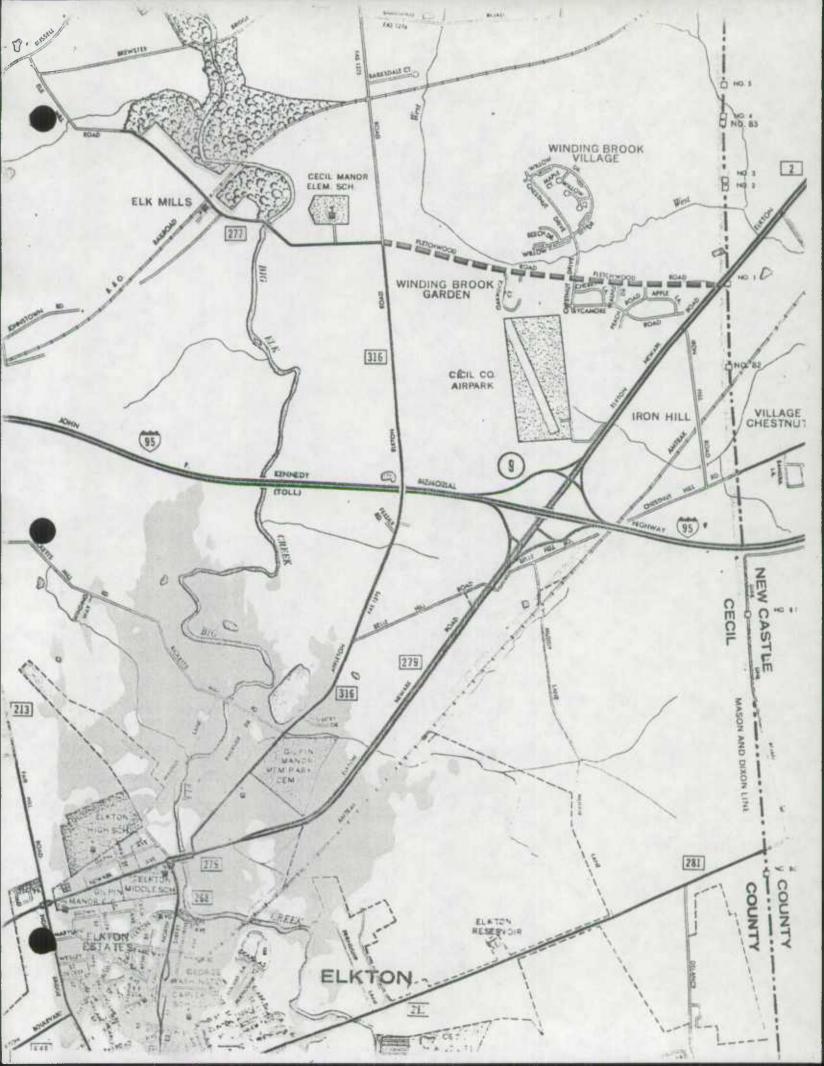
Mr. R. C. Pazourek

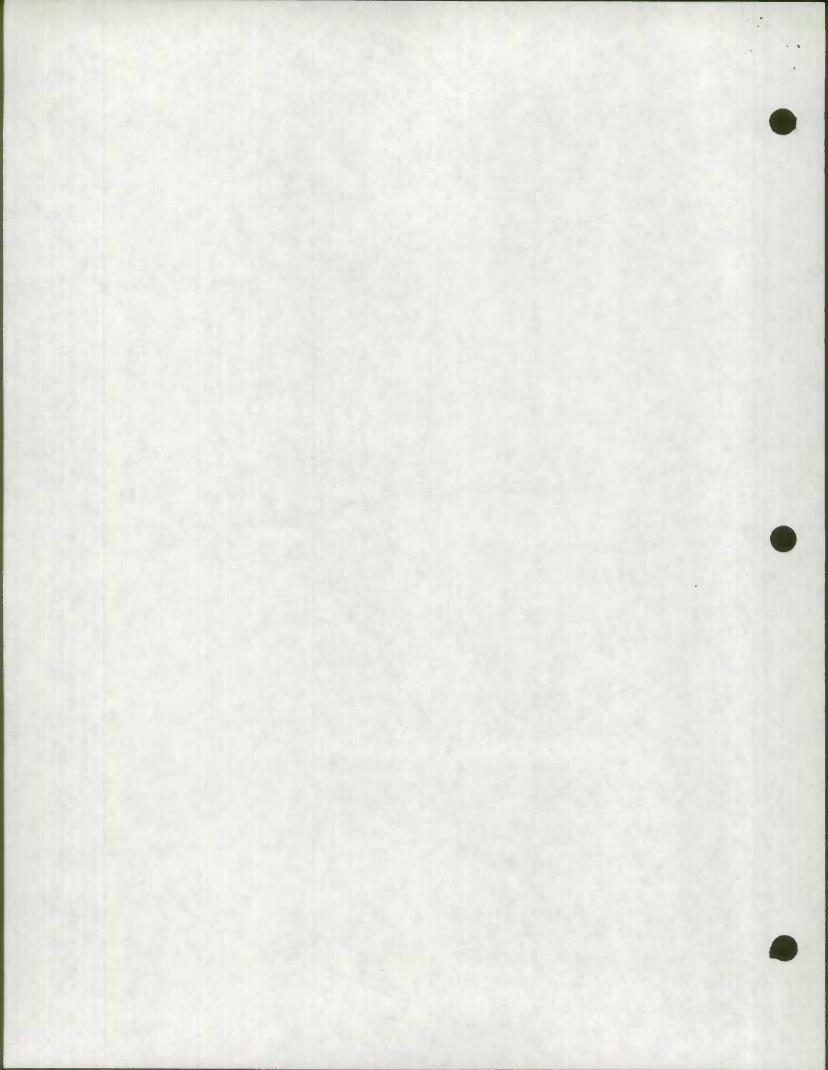
Mr. R. Weaver

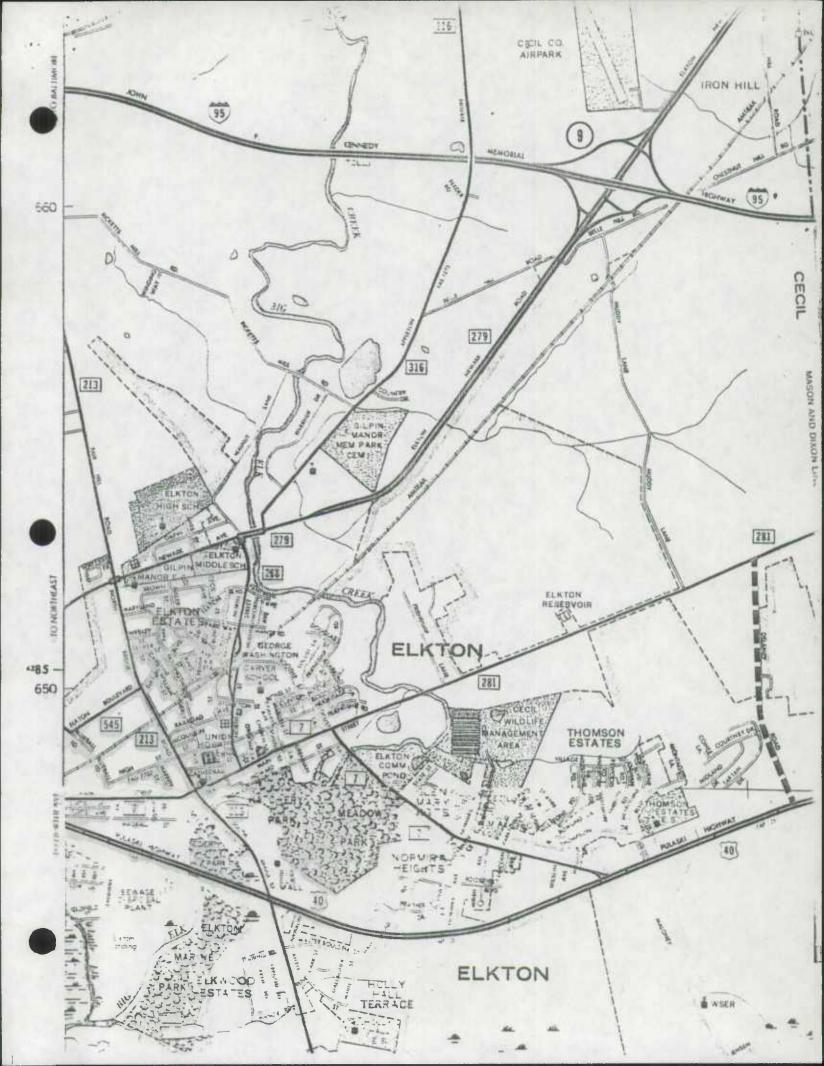
Mr. R. S. Kiel

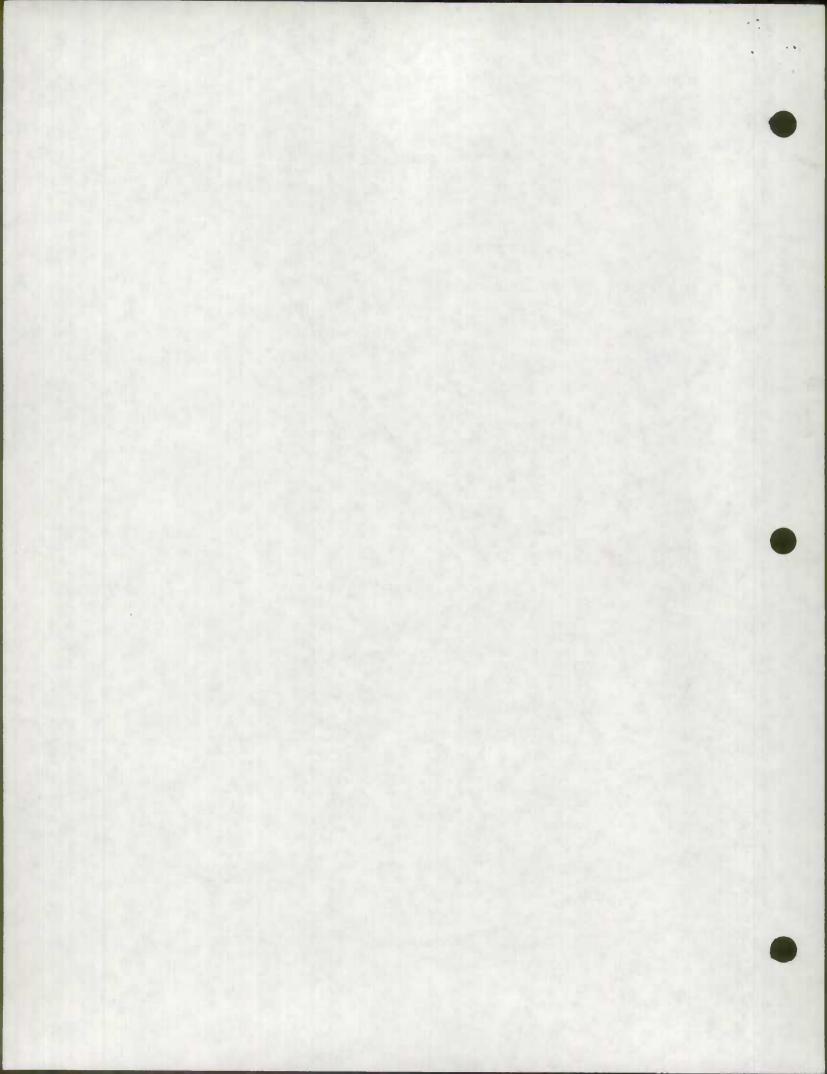
Mr. J. L. Knight

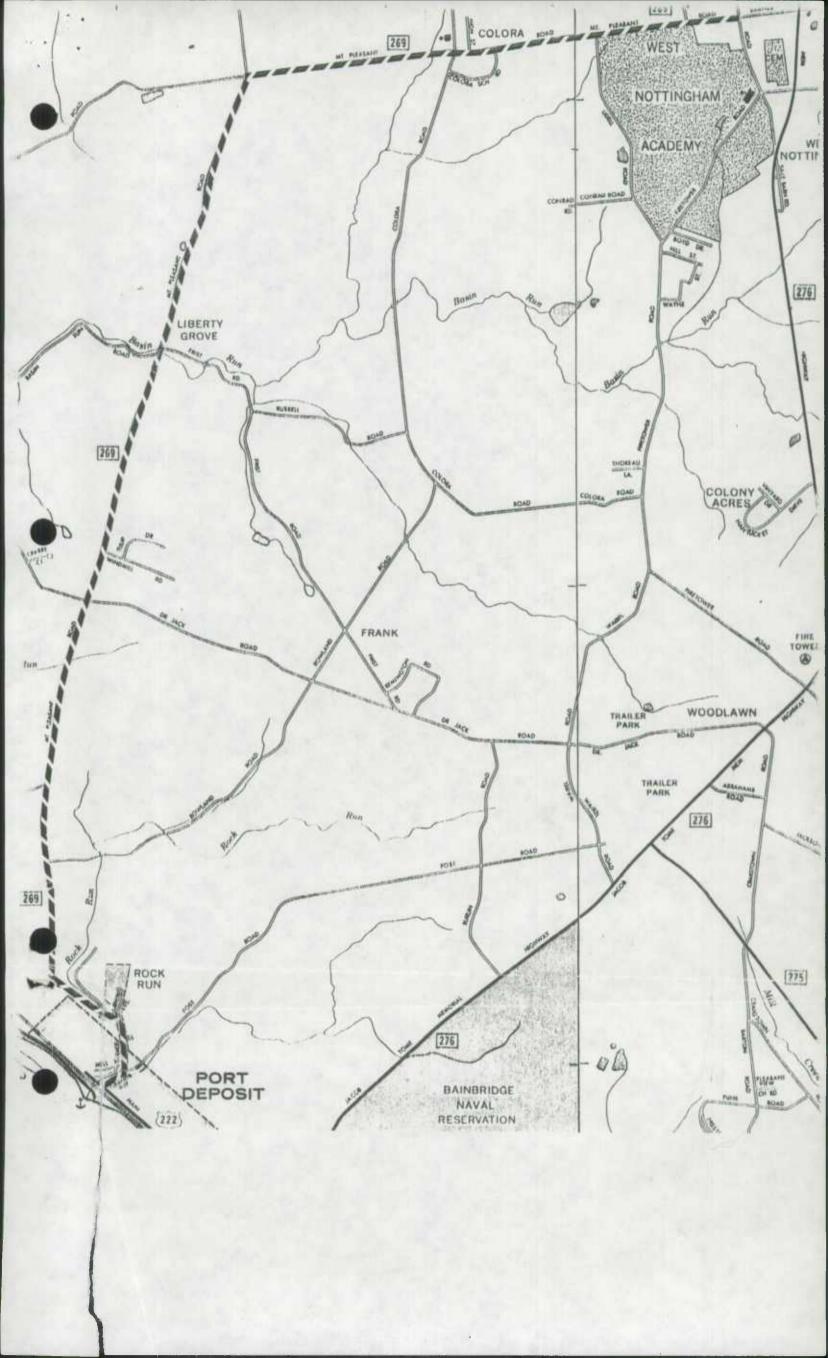


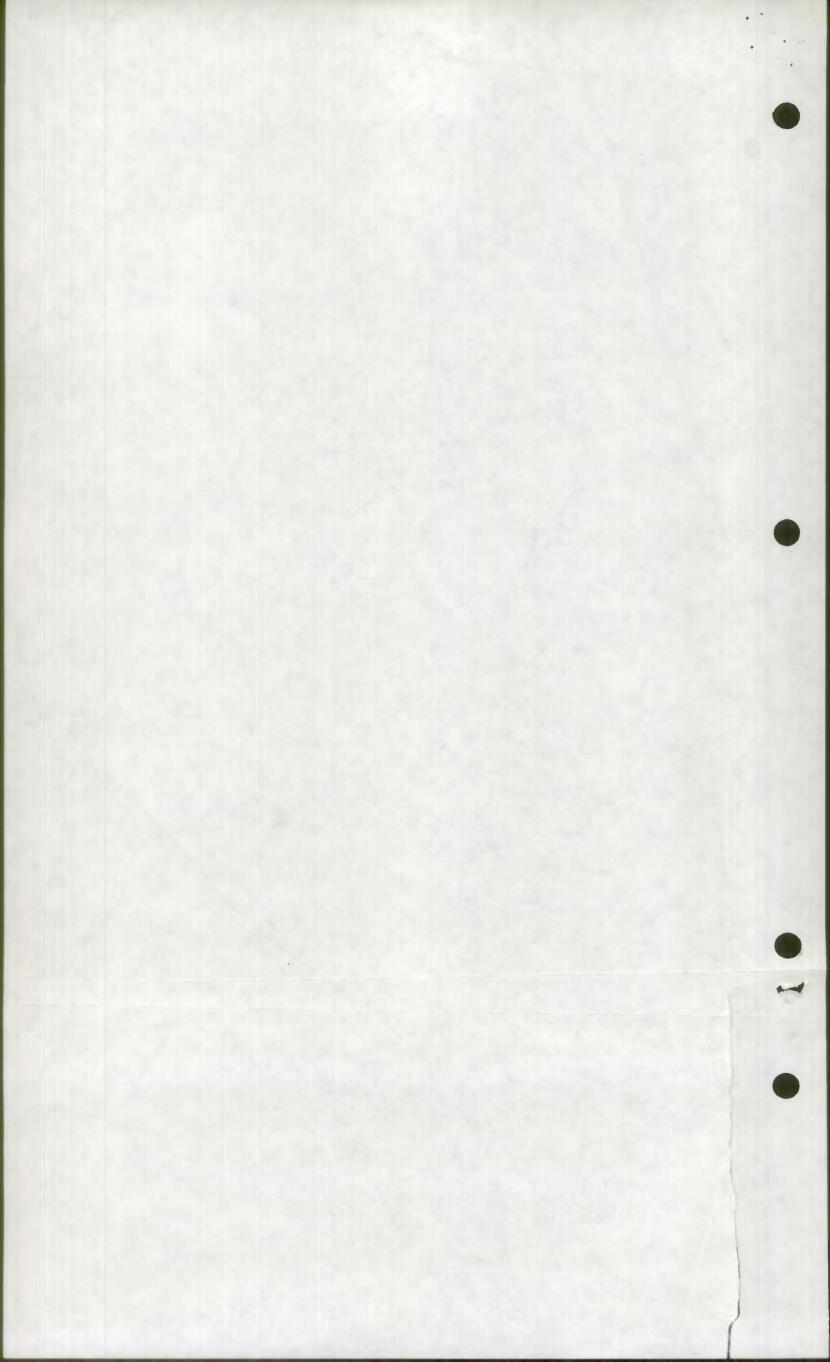












THIS AGREEMENT made this <u>i6th</u> day of <u>May</u> 1984 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration" party of the first part and Cecil County, Maryland, hereinafter referred to as "County" party of the second part.

WHEREAS, under authority contained in Transportation Article Title 8-304, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and the responsibility for the maintenance of any State Highway, or portion thereof with the governing bodies of the several Political Subdivisions of Maryland for the purpose of reducing the cost of road maintenance and the governing bodies of the several Political Subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for maintenance of any county or municipal road or portion thereof with the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

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

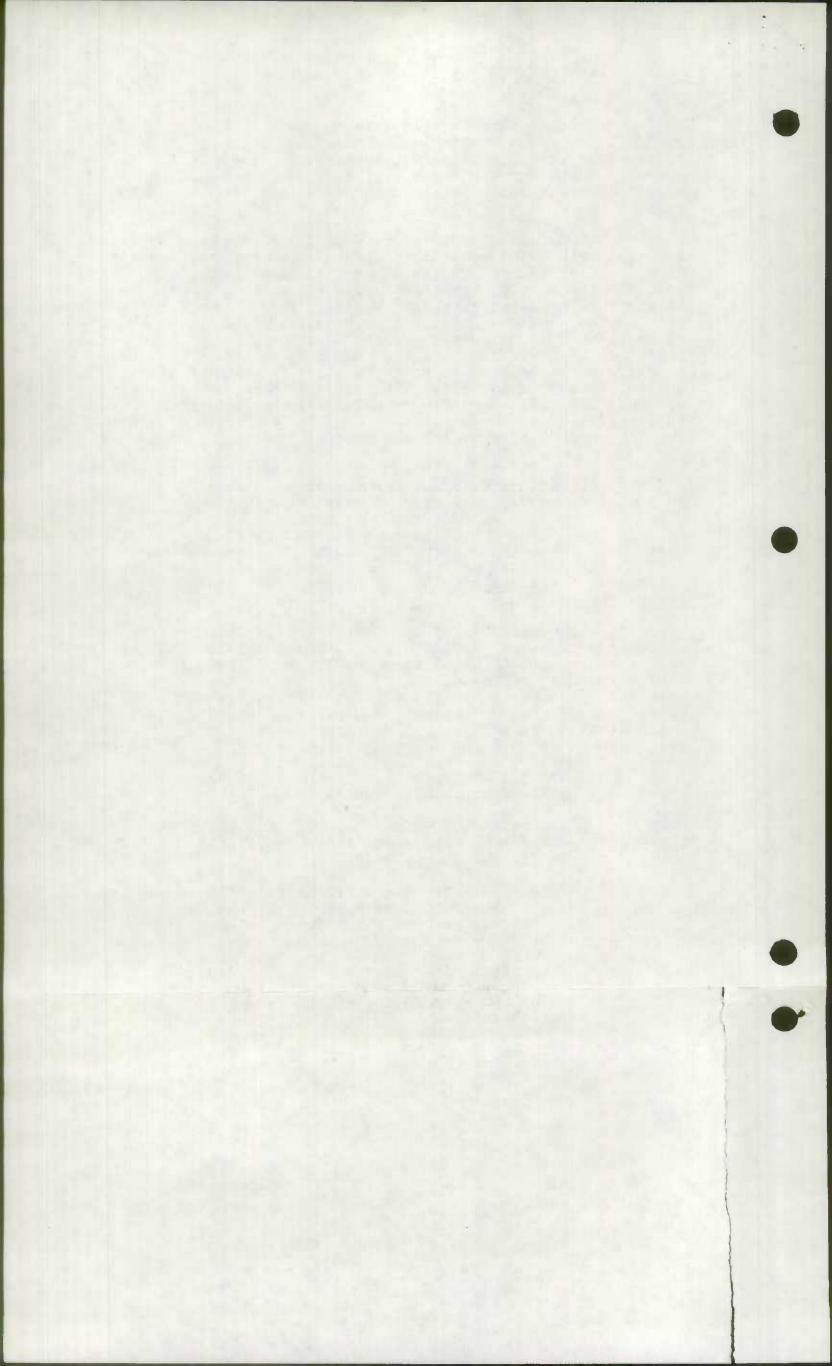
WHEREAS, the "Highway Administration" party of the first part, has agreed to transfer the hereinafter described section of road to the "County" party of the second part and the "County" has agreed to accept same as an integral part of the County Highway System.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged the "Highway Administration", party of the first part does hereby transfer unto the "County" party of the second part and the "County" party of the second part does hereby accept from the "Highway Administration" the following described section of State Highway for maintenance purposed as part of the County Highway System.

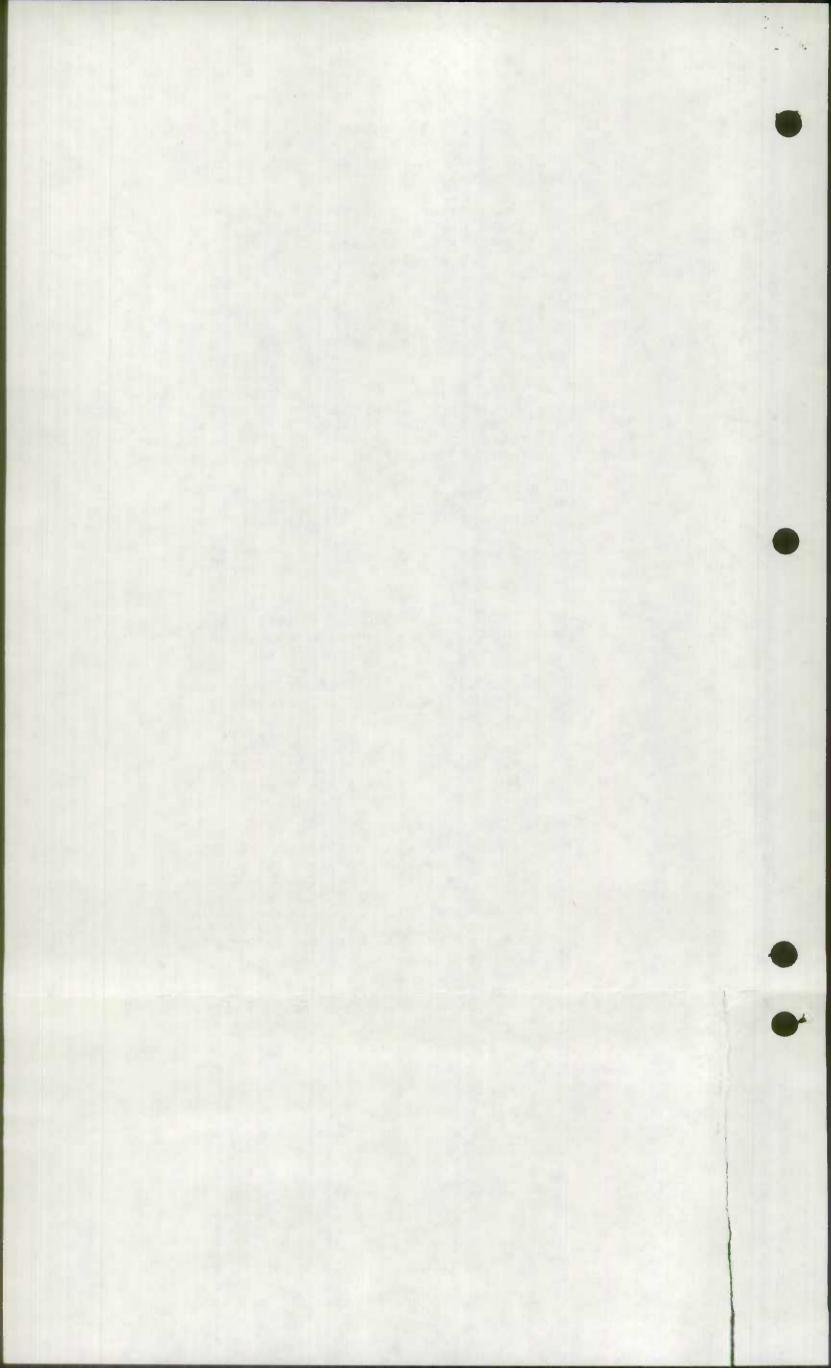
MD Rte. 269 - from U.S. 222 to MD 813-A A total distance of  $\pm 6.40$  miles

IT IS UNDERSTOOD AND AGREED between the parties hereto that conveyance of the aforegoing sections of State Highway is subject to the following conditions.

- 1. The effective date of transfer shall be upon completion and approval of the resurfacing currently scheduled on the subject Highway.
- 2. The aforegoing mileage will be included in the "County" inventory as of December 1 of the year following the date as set forth in Item 1 above.



The basis for the allocation of funds will include the mileage in the allocation to the "County" beginning July 1 of the year following the date set in Item 2 above. The transfer of said road is made on an as is basis which pertains to the existing right of -way and to the existing condition of the road involved including all appurtenances and bridge structures. The "County" accepts jurisdiction over and responsibility for the maintenance of said road as of the effective date of transfer. AND BE IT FURTHER AGREED that in consideration of the aforegoing, the "County", party of the second part, does hereby transfer to the "Highway Administration" party of the first part, the following described sections of "County" Highways for maintenance purposes, as part of the State Highway System. Delancy Road (Co 215) - from U.S. 40 to A total distance of +1.01 miles Fletchwood Road (Co 422) - from MD 279 to MD 277 A total distance of +1.37 miles. IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that conveyance of the aforegoing sections of "County" Highways 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 excluded from the County inventory as of December 1 of the year following the date as set forth in Item 1 above. The basis for the allocation of funds will 3. exclude the mileage in the allocation to the "County" beginning July 1 of the year following the date as set in Item 2 above. The transfer of said roads is made on an as is basis which pertains to the existing condition of the roads involved including all appurtenances and bridge structures. The "Highway Administration" accepts jurisdiction over and responsibility for the maintenance of said roads as of the effective date of transfer. - 2 -



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 mentioned.

RECOMMENDED FOR APPROVAL:

County Commissioners of Cecil

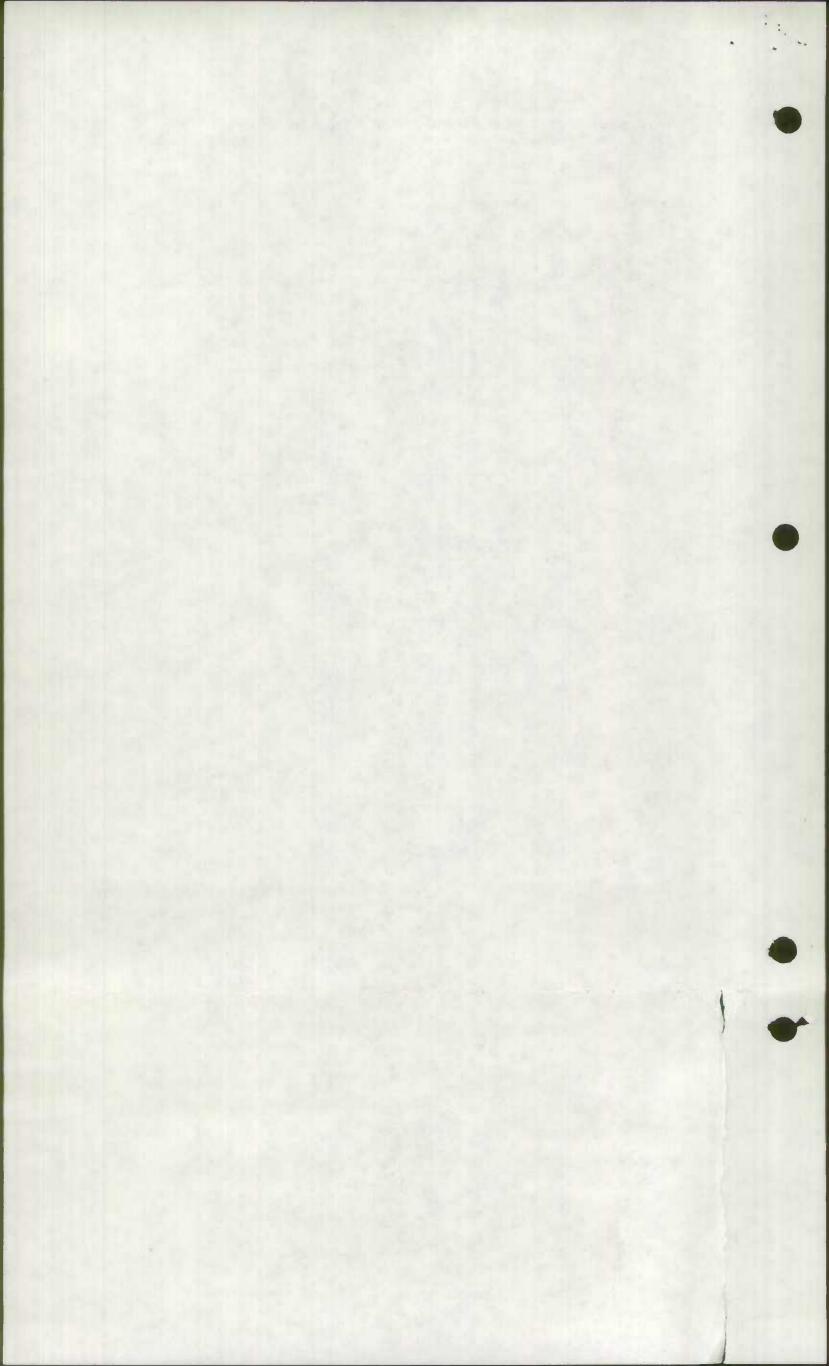
RECOMMENDED FOR APPROVAL:

County Commissioners of Cecil County, Maryland.

By: frank Document President

Approved as to form and legal sufficiency this day of day of day of form and legal sufficiency this day of day of form and legal sufficiency this day of day of form and legal sufficiency this day of day of form and legal sufficiency this day of day of form and legal sufficiency this day of day of form and legal sufficiency this day of day of day of form and legal sufficiency this day of day of day of the form and legal sufficiency this day of da

Assistant Attorney General





### Maryland Department of Transportation

State Highway Administration

August: 18, 1983

Make Part of 1983 Improvement

### MEMORANDUM

TO:

Mr. James M. Wright

Bureau of Highway Statistics

Route Redeci District Engineer - District #2

FROM:

SUBJECT:

Maryland Route 537B

Cecil County

In accordance with a request by District #2 Traffic Engineer Robert Kiel and with the approval of Hal Kassoff, Director, Office of Planning and Preliminary Engineering and the concurrence of the Bureau of Highway Planning and Program Development and Assistant Chief Engineer -Traffic Thomas Hicks, the following route number change has been made:

> Maryland Route 537B from Biddle Street Northerly to Maryland Route 213 has been redesignated as Maryland Route 285

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

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

JTN:GLS:eh Attachment

Mr. M. S. Caltrider

Mr. C. Lee

Mr. F. Gottemoeller

Mr. C. W. Reese

Mr. W. K. Lee, III

Mr. W. G. Schreiber

Mr. H. Kassoff

Mr. R. Kiel

Mr. C. T. Carter Mr. G. E. Dailey Mr. K. V. Dodson

Mr. P. E. Becker √

Mr. J. L. White Mr. R. Ward - Tax Maps

Mr. R. C. Davison

Mr. A. F. Yurek

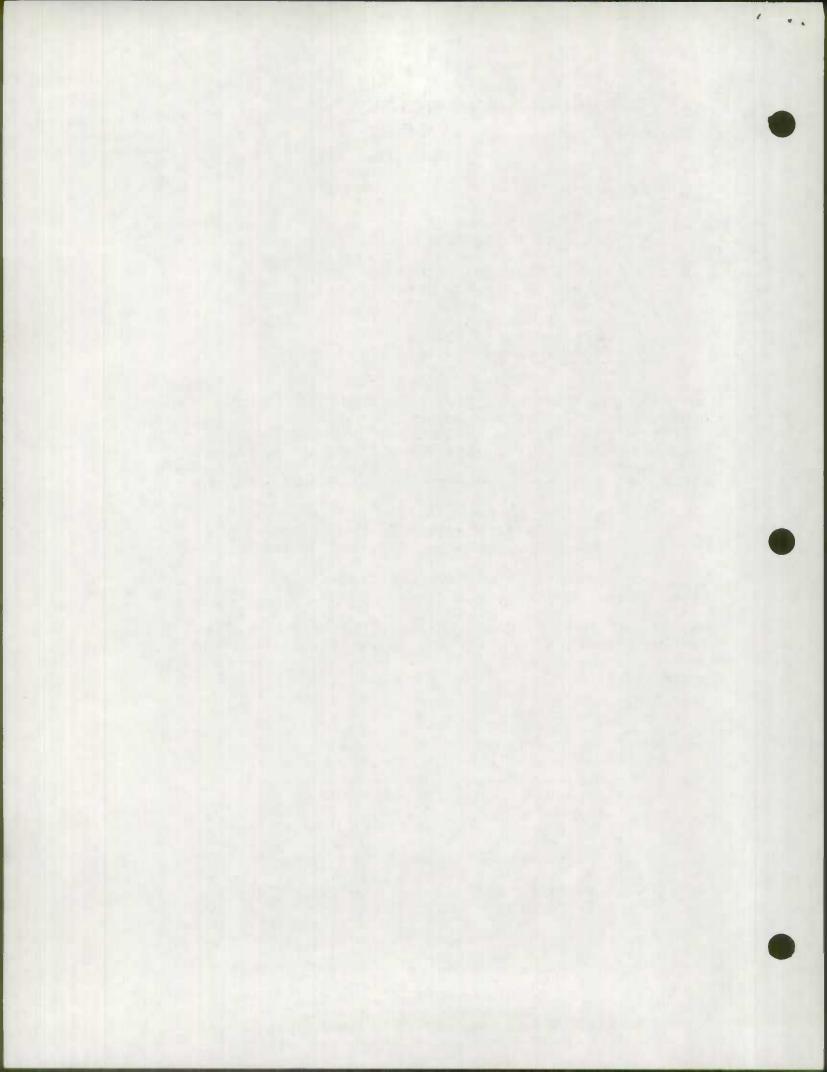
Mr. E. S. Freedman

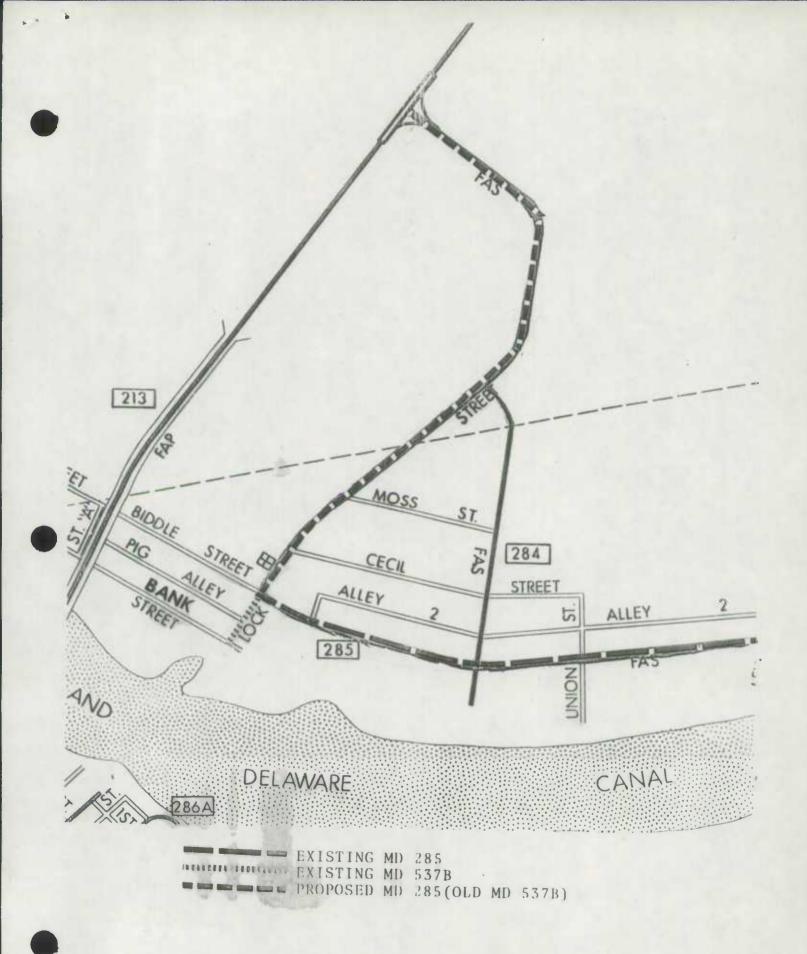
Mr. Clifford D. Sullivan

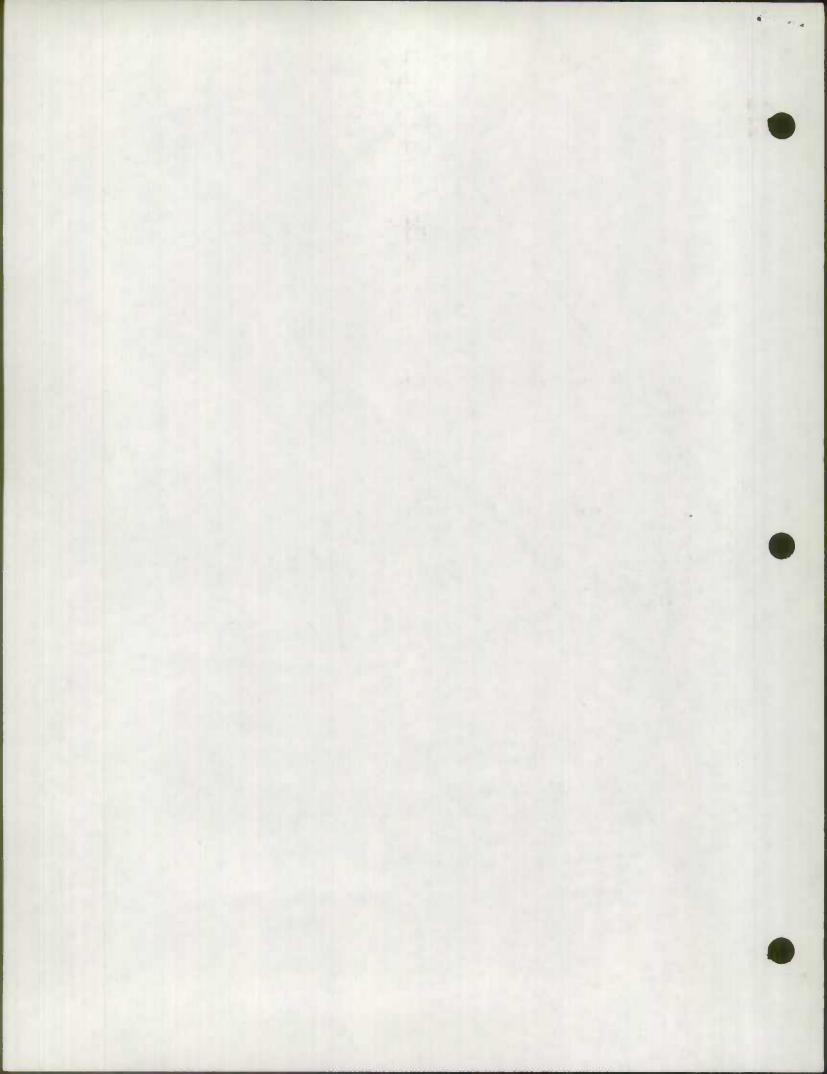
Mr. W. F. Schneider

Mr. John L. Knight

Mr. P. S. Jaworski







## MEMORANDUM OF ACTION OF STATE HIGHWAY ADVINISTRATOR M. S. CALTRIDER MONDAY, AUGUST 30, 1982

Administrator Caltrider executed a revised Confirmatory Road Transfer Deed of Conveyance, dated August 30, 1982, which is in accordance with an agreement to transfer in Fee Simple title and maintenance of Old MD Route 697 (Old Farmington Road). Since the previous deed dated February 9, 1982 was issued, we have found that additional right of way should have been transferred to Cecil County (Grantee) as part of the road that is the subject of this deed. We have therefore revised the description as shown on corrected deed which is subject to approval of the Board of Public Works.

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 of Maryland, the deed will be returned to the Special Acquisition Section so settlement can be concluded. A copy of the deed is being held in the Secretary's - S.R.C. Office for Administration record.

Non Co 571 - Letter Danger 12-27-79

Copy: Mr. F. Gottemoeller

Mr. W. K. Lee, III

Mr. C. W. Reese

Mr. B. Ditto

Mr. L. K. Jenkins

Mr. E. C. Chambers

Mr. J. M. Wright

Mr. W. Knipple

Mr. R. VandeVisser

M. T. A. M. T.

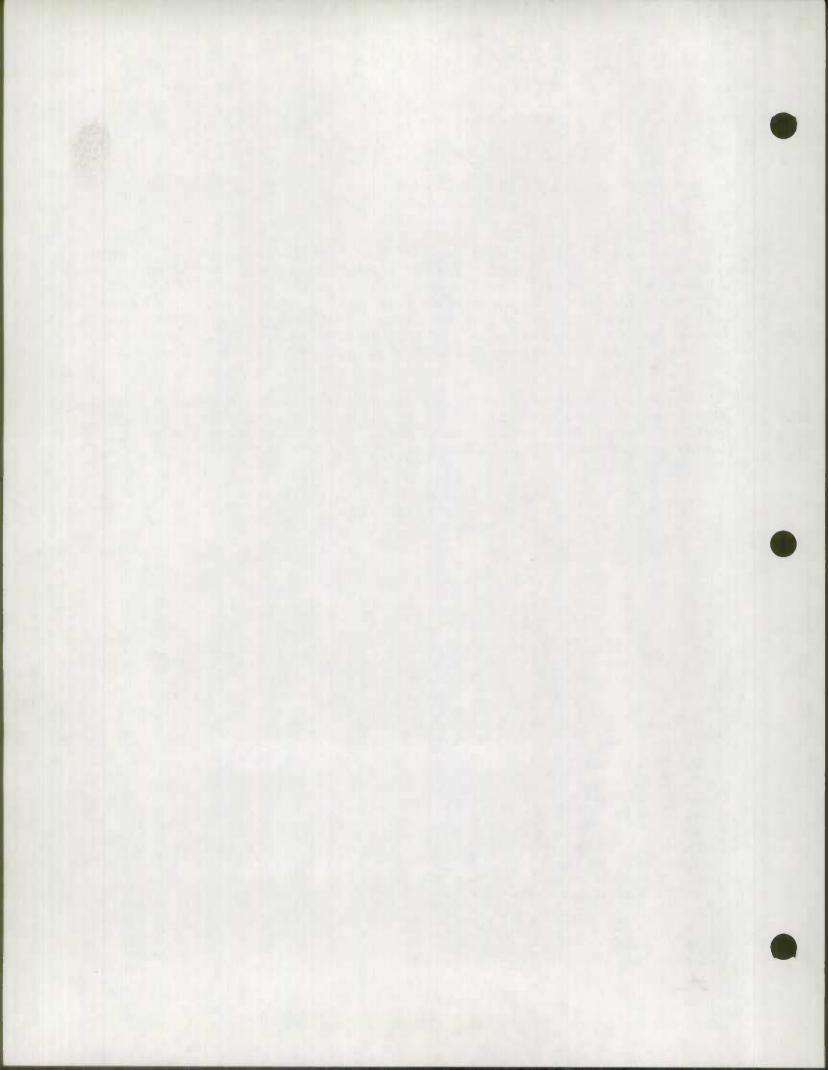
Mr. J. A. Miller

Mr. H. Lempert

Mr. C. Stickles

Secretary's File

SHA-Cecil County File



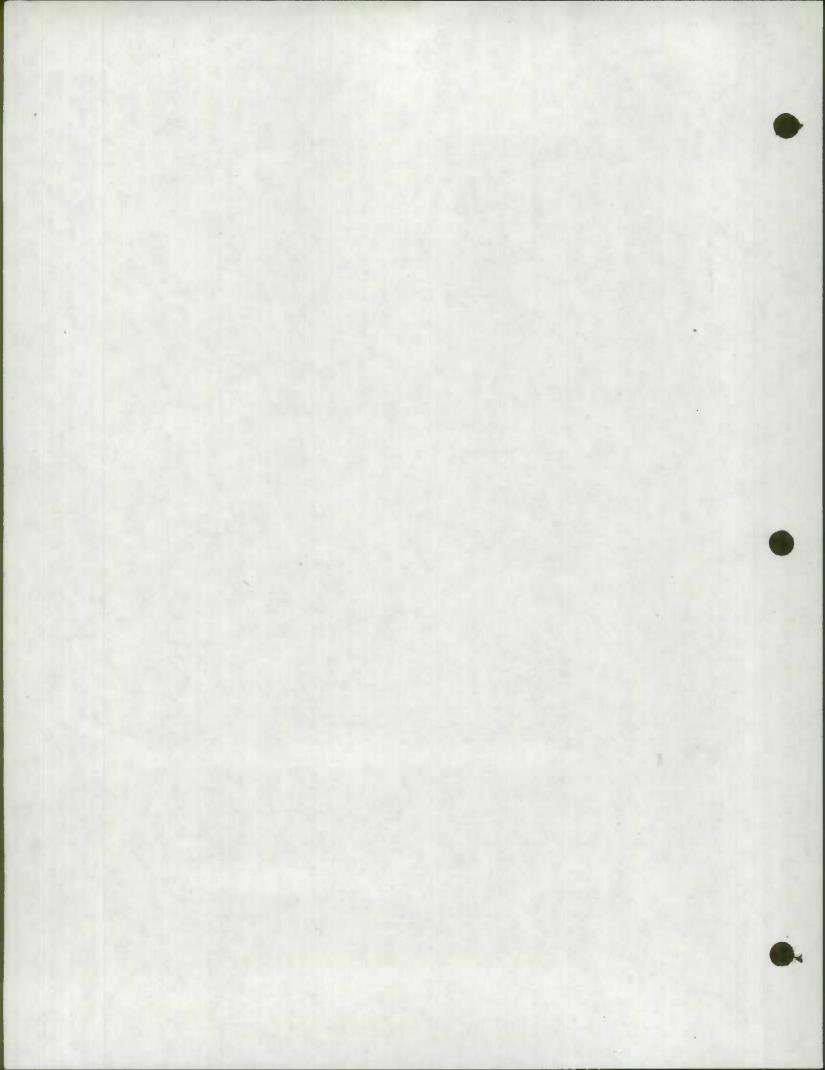
### MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER TUESDAY, FEBRUARY 9, 1982

Administrator Caltrider executed a Road Transfer Deed of Conveyance, dated February 9, 1982, which is in accordance with an agreement to transfer in Fee Simple title and maintenance of Md. Routes 272-B (Rogers Road Spur), 699-D (Old Bayview Road) 699-F (N. Leslie Road), 699-G (Rogers Road) 699-H (North Main Street Extension), 699-I (N. Main Street), 699-M (Bailey Road), 164 (Carpenters Point Road), 338 (Kilby Corner Road), 697 (Old Farmington Road), 809-A (Stonehouse Lane), and 685-A(Frontage Road Spur) to Cecil County, Maryland, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed.

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 Special Acquisition Section so settlement can be concluded. A copy of the Deed is being held in the Secretary's - S.R.C..Office for Administration record.

Copy: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. W. Reese
Mr. W. C. Krieger
Mr. L. K. Jenkins
Mr. E. C. Chambers
Mr. J. M. Wright
Mr. C. P. Hyatt
Mr. J. A. Miller
Mr. H. Lempert
Mr. C. Stickles
Secretary's File

Sin-Cecil County File



MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER
THURSDAY, MARCH 27, 1980
\*\* \* \* \*

Administrator Caltrider executed a Road Transfer Deed of Conveyance, dated March 27, 1980, in connection with the conveyance of State Highway Administration Routes Maryland 812 and Maryland 812-A to Cecil County, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed.

Said deed had been previously approved as to form and legal sufficiency by the Office of Counsel. Upon approval by the Board of Public Work, 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. W. L. Schneide
Mr. C. P. Hyatt
Mr. J. C. Caspare
Mr. L. K. Jenkins
Mr. J. M. Wright
Secretary's File
SHA-Cecil County file
Bd. of Public Works of Maryland
Mr. E. J. Trexler

RECEIVED

APR 08 1980

BUREAU OF HIGHWAY

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER WEDNESDAY, FEBRUARY 6, 1980 4 9 52

ALLE PROJECT : LIZHHING

Administrator Caltrider executed a Road Transfer Deed of Conveyance, dated February 6, 1980, which is in accordance with an agreement to transfer Fee Simple title and maintenance of Maryland Route 811, from the State Highway Administration to the Town of Rising Sun, from the corporate limits of Rising Sun northerly to Maryland Route #273, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed.

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. J. M. Wright

Mr. W. F. Schneider

Mr. J. C. Caspare

Secretarys' File

SHA-Cecil County file

Mant Agr 1-8-79



FEB 14 1980

BUREAU OF HIGHWAY STATISTICS

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

December 27, 1979

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement dated December 26, 1979 between the State Highway Administration and Cecil County, Maryland, relative to the transfer by Cecil County to the Administration of the following described section of road subject to the conditions more fully set forth in the agreement.

> Turkey Point Road (Co.256) from the entrance of Elk Neck State Park to Maryland Route 272. A total distance of +5.50 miles.

Said agreement had previously been executed by the President, County Commissioners of Cecil County, Maryland and approved as to form and legal sufficiency by Assistant Attorney General, L. J. Kazlakowski.

cc: Mr. F. Gottemoeller

Mr. W. K. Lee, III

Mr. W. F. Lins, Jr.

Mr. A. L. Gardner

Mr. H. Kassoff

Mr. C. W. Reese

Mr. J. M. Wright

Mr. P. S. Jaworski

Mr. R. N. Spalding

Mr. R. C. Davison

Mr. A. T. Landon, Jr.

Mrs. E. K. Roche

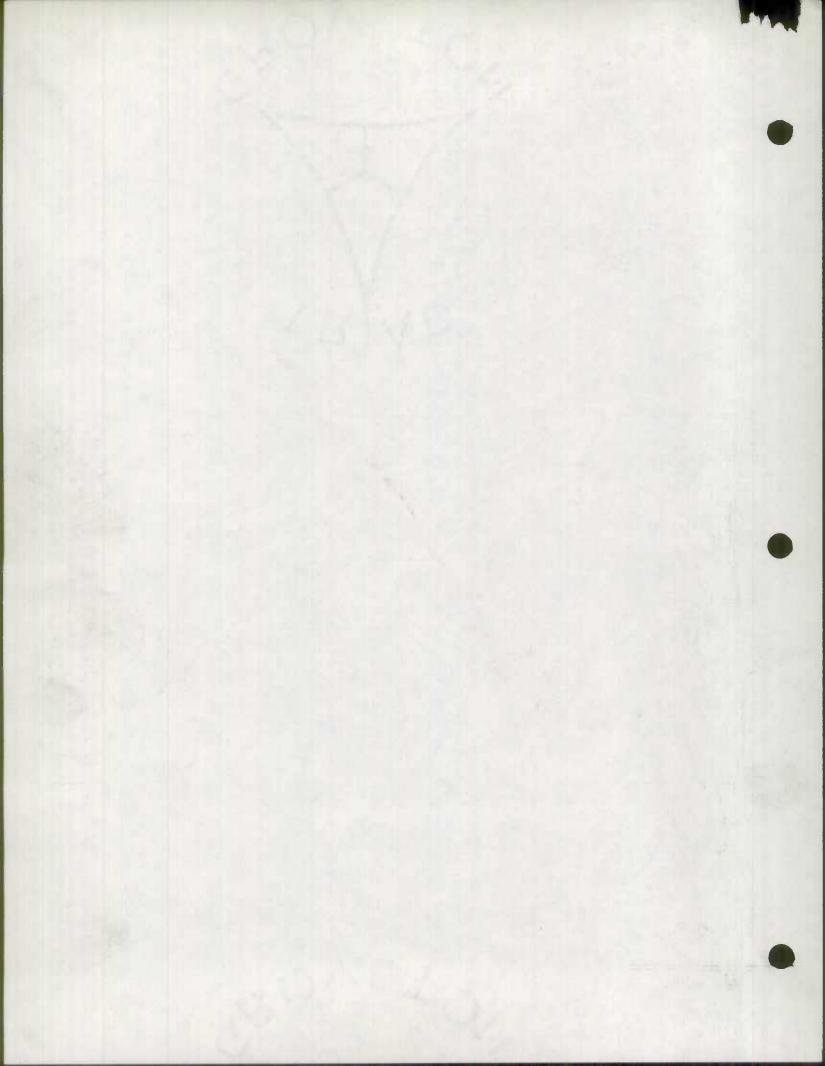
Mr. J. N. Day

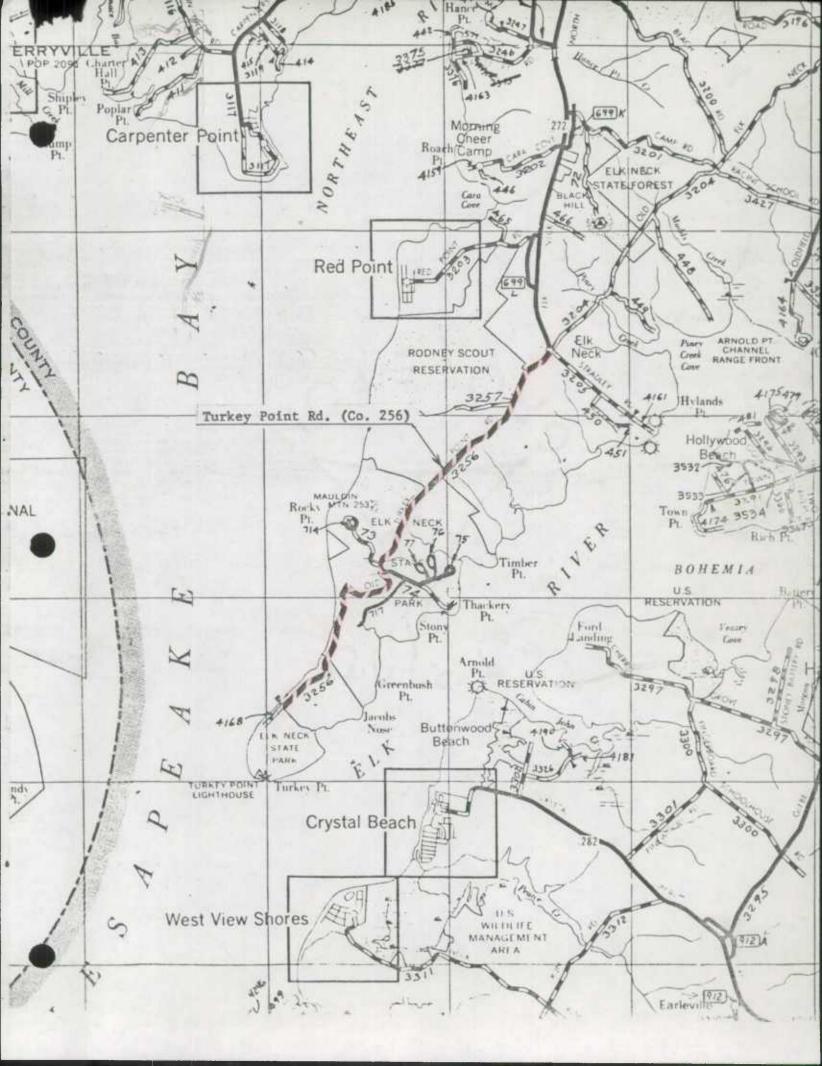
Mr. T. Hicks

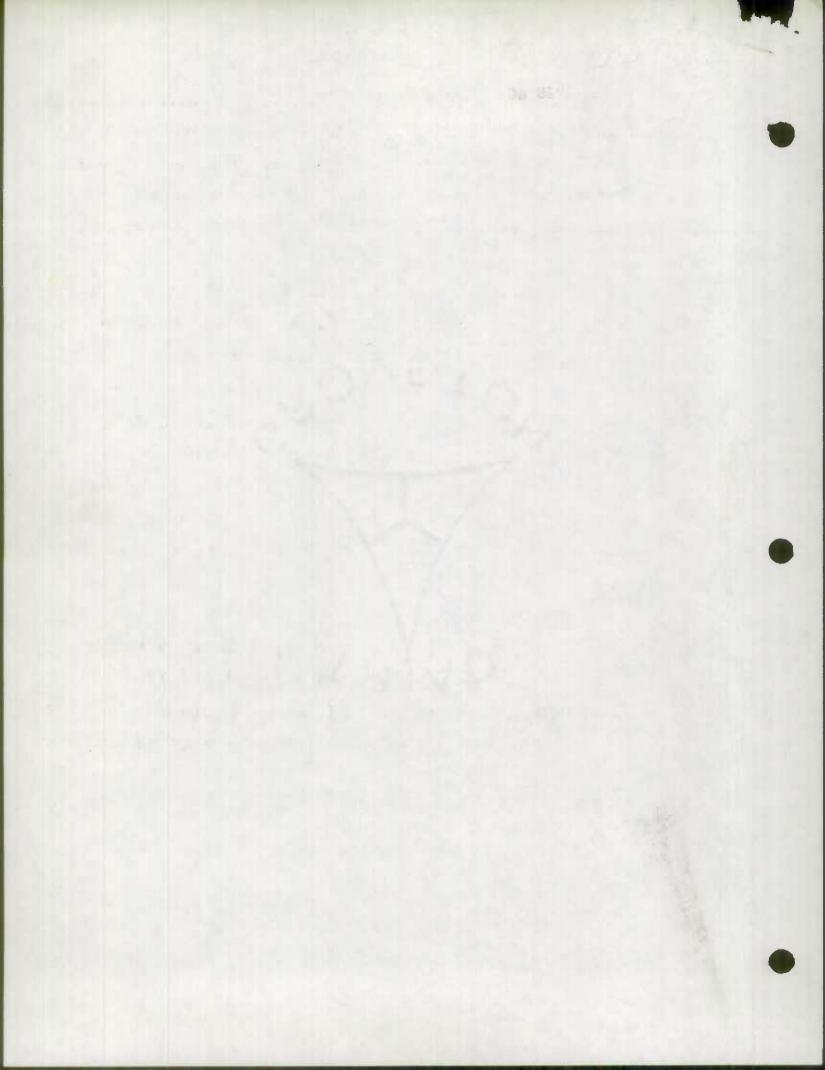
Mr. R. C. Pazourek Mr. P. A. Milash

Mr. C. P. Hyatt Mr. E. S. Freedman Mr. C. Lee

Secretary's File







THIS AGREEMENT made this 26th day of 2011.

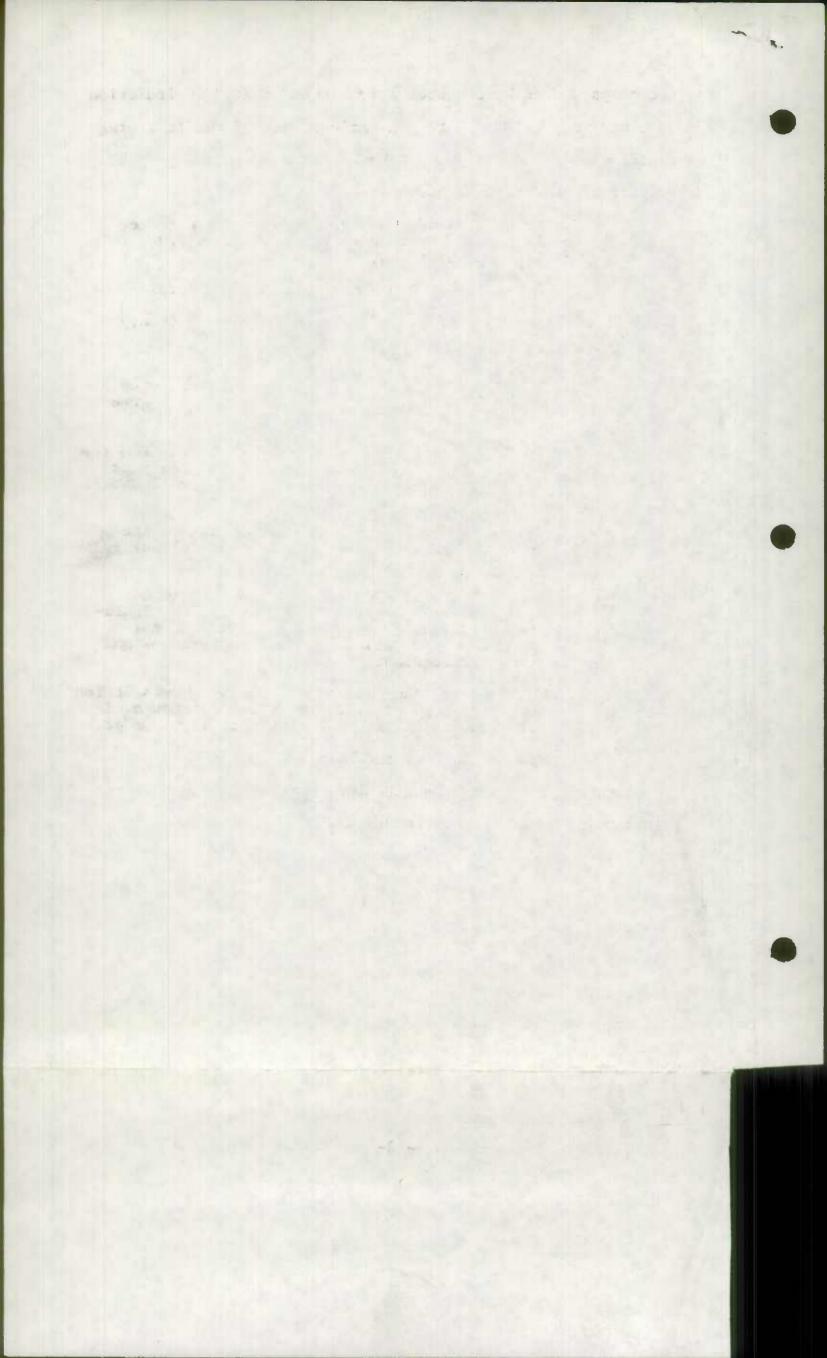
19\_79 by and between Cecil County, Maryland, hereinafter referred to as "County", party of the first part and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the second part.

WHEREAS, under authority contained in Transportation Article Title 8-304, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and the responsibility for the maintenance of any State Highway, or portion thereof with the governing bodies of the several Political Subdivisions of Maryland for the purpose of reducing the cost of road maintenance and the Governing Bodies of the several Political Subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any county or municipal road or portion thereof with the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject section of "County Highway" to the "Highway Administration" will result in a meduction in the cost of road maintenance; and

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged the "County", party of the first part does hereby transfer unto the "Highway Administration" and the "Highway Administration", party of the



second part does hereby accept from the "County" jurisdiction over and responsibility for the maintenance of the following described section of County Highway for maintenance purposes, as part of the State Highway System.

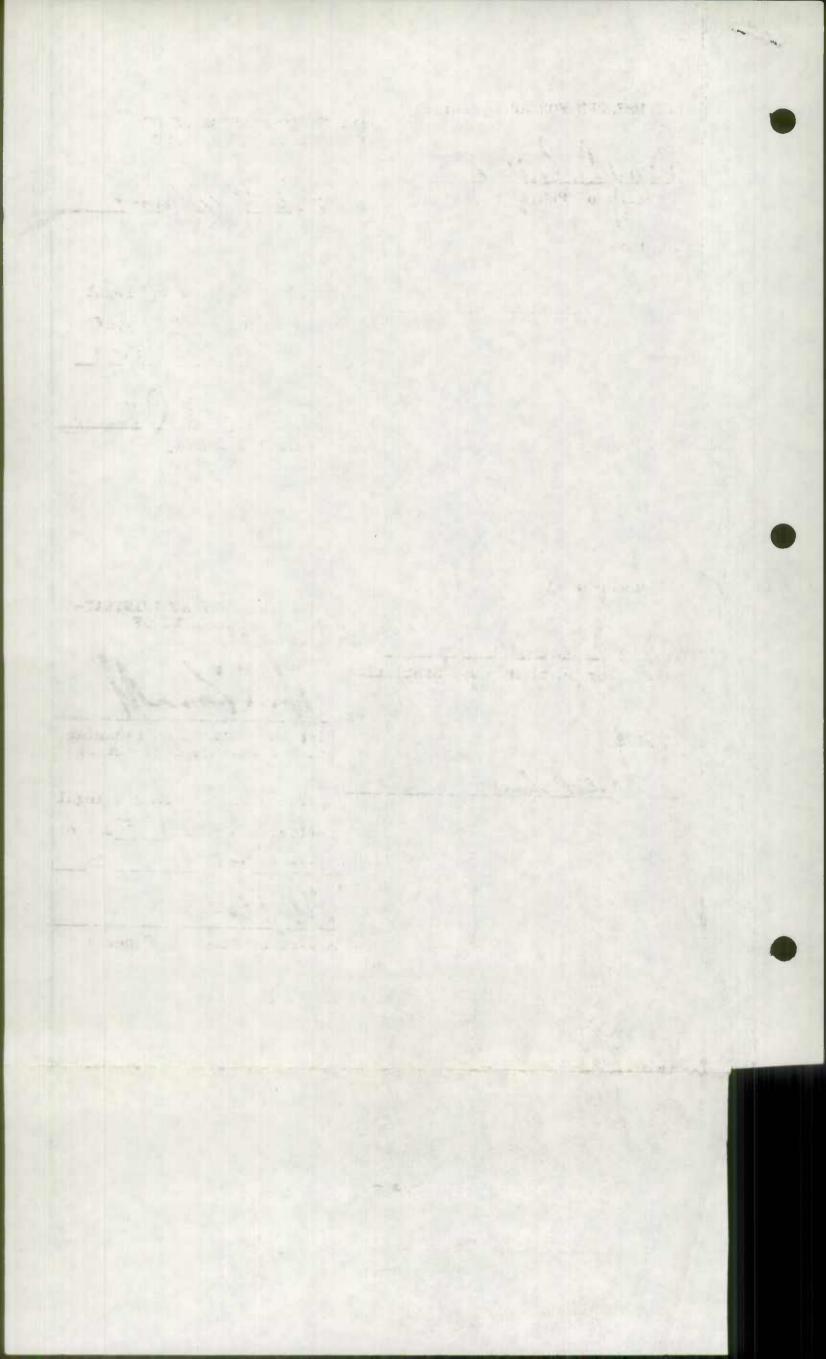
The same

Turkey Point Road (County 256) from the entrance to Elk Neck State Park to Maryland Route 272-a Total distance of  $\pm$  5.50 miles

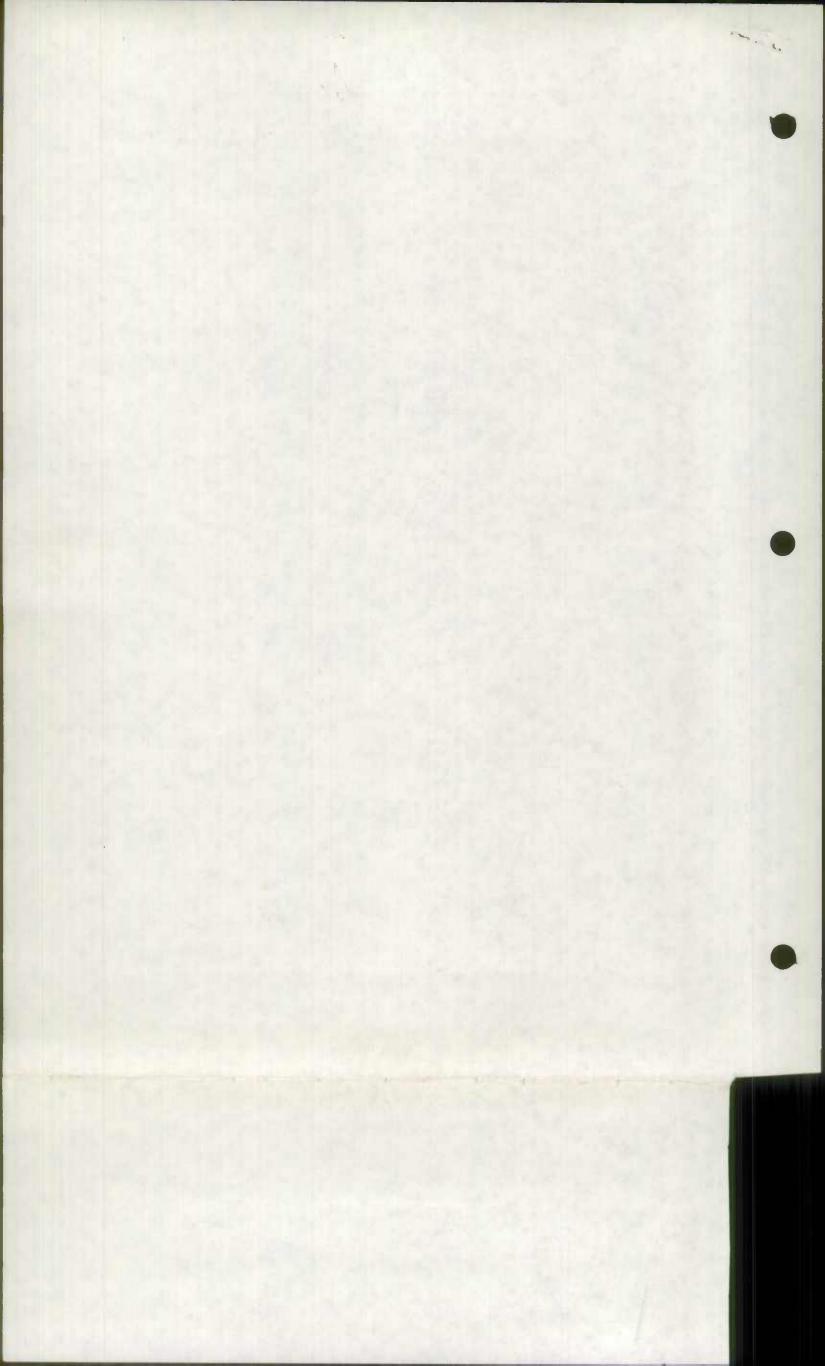
IT IS UNDERSTOOD AND AGREED between the parties hereto that conveyance of the aforegoing section of County Highway is subject to the following conditions:

- 1. The effective date of transfer shall be upon complete approval and execution of this agreement.
- 2. The aforegoing mileage will be excluded from the County inventory as of December 1 of the year following the date as set forth in Item 1 above.
- 3. The basis for the allocation of funds will exclude the mileage in the allocation to the County beginning July 1 of the year following the date as set forth in Item 2 above.
- 4. The transfer of said 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 "Highway Administration" accepts jurisdiction over and responsibility for the maintenance of said road as of the effective date of transfer.

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



RECOMMENDED FOR APPROVAL COUNTY COMMISSIONERS OF JECIL COUNTY, MARYLAND Director of Public Works WITNESS: Approved as to form and legal sufficiency this // day of November 1979 County Attorney RECOMMENDED FOR APPROVAL: THE STATE HIGHWAY ADMINISTRAT-ION OF THE DEPARTMENT OF TRANSPORTATION Chief, Bureau of Highway Statistics Director, Office of Planning and Preliminary Engineering WITNESS: Approved as to form and legal sufficiency this 26 day of December 1973 Assistant Attorney General

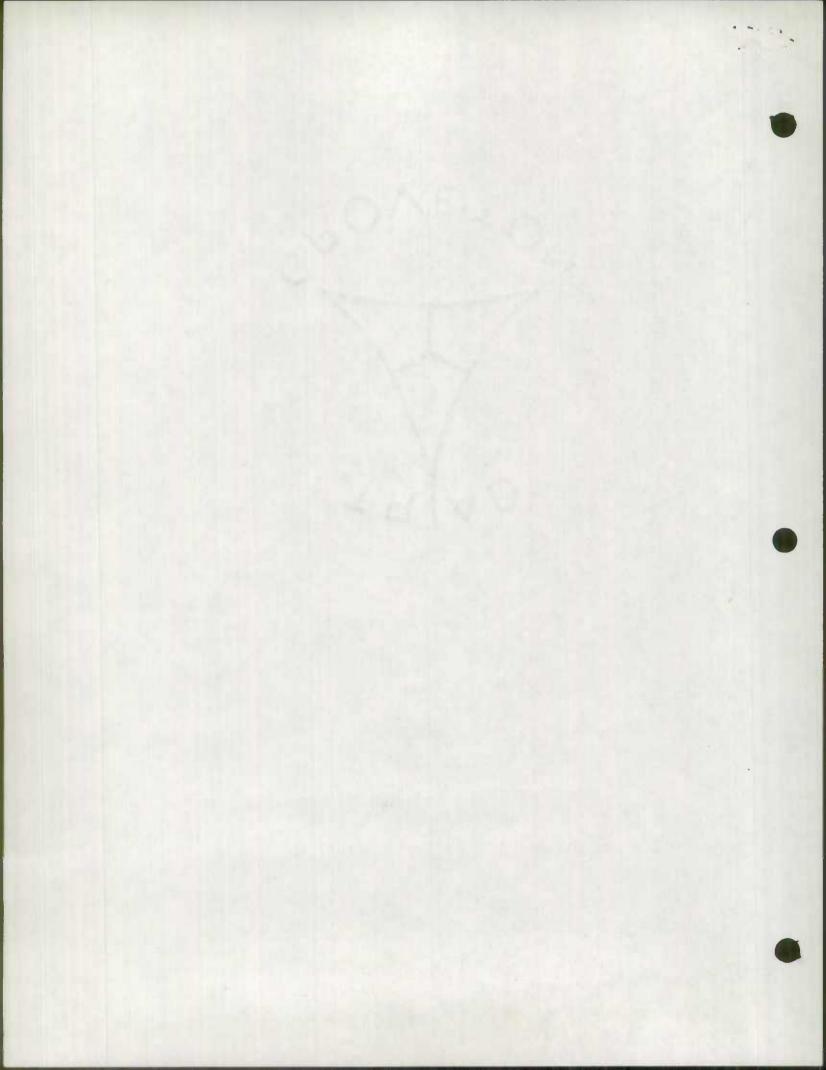


## MEMORANDUM OF ACTION OF DIRECTOR, HAL KASSOFF OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

## December 27, 1979

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement dated December 26, 1979 between the State Highway Administration and Cecil County, Maryland, relative to transfer by the Administration to the County of the following described sections of state constructed road subject to the conditions more fully set forth in the agreement.

- 1. Md. 164 (Carpenters Point Rd.) From Md. 267 to Co. 117 at the Corporate Limits of Charlestown - a Total Distance of +0.22 mile.
  - 2. Md. 272A Spur from Md. 699A to Md. 272 a Total Distance of + 0.02 mile.
  - 3. Md. 272B Spur from Md. 272 to Md. 699Ga Total Distance of + 0.05 mile.
- Md. 272C Spur from Md. 272 to Md. 699E a Total Distance of + 0.08 mile.
- 5. Md. 282A Spur from Co. 305 (Sandy Bottom Rd.) to Md. 282 - a Total Distance of + 0.03 mile.
- Md. 282B Spur from Co. 305 (Sandy Bottom Rd.) to Md. 282 - a Total Distance of  $\pm$  0.03 mile.
  - 7. Md. 310 A Spur from Md. 213 to Md. 310 a Total Distance of + 0.16 mile.
- Now Co 568 8. Md. 338 - From Begin SHA Maintenance at Co. 38 to U.S. 1 at U.S. 222 - a Total Distance of + 1.24 mile.
- 10. Md. 685A From Md. 685 to Road End a
  Total Distance of ± 0.06 mile. Md. 685 - From Md. 213 to Md. 213 - a
- 11. Md. 697 From Md. 274 (Farmington Rd.) to Md. 699D - a Total Distance of + 0.25 mile.



12. Md. 699A - From Md. 272 to Md. 273 - a Total Distance of ± 0.52 mile.

13. Md. 699C - From Md. 272 at Co. 69 to Md. 272 - a Total Distance of ± 0.93 mile.

14. Md. 699D - From Md. 272 to Md. 272 - a Total distance of ± 0.99 mile.

15. Md. 699E - From Md. 272 to Road End north of Bethel Church Rd. (Co. 128) - a Total Distance of ± 0.67 mile.

16. Md. 699F - From Road End south of Md. 699E to Md. 699E - a Total Distance of ± 0.30 mile.

17. Md. 699G - From U.S. 40 at Co. 207 northerly to Md. 272 - a Total Distance of ± 0.31 mile.

18. Md. 699H - From Road End northerly to Co. 207 at the Corporate Limits of Northeast - a Total Distance of + 0.02 mile.

19. Md. 699I - From Md. 272 N.B.L. northerly to Road End at Penn Central R.R. - a Total Distance of ± 0.14 mile.

 $\bigcirc$  579 20. Md. 699J - From Md. 272 to Md. 272 at Co. 200 - a Total Distance of  $\pm$  1.76 mile.

C. 5 80 21. Md. 699K - From Md. 272 at Co. 202 to Road End north of Co. 201 - a Total Distance of ± 0.55 mile.

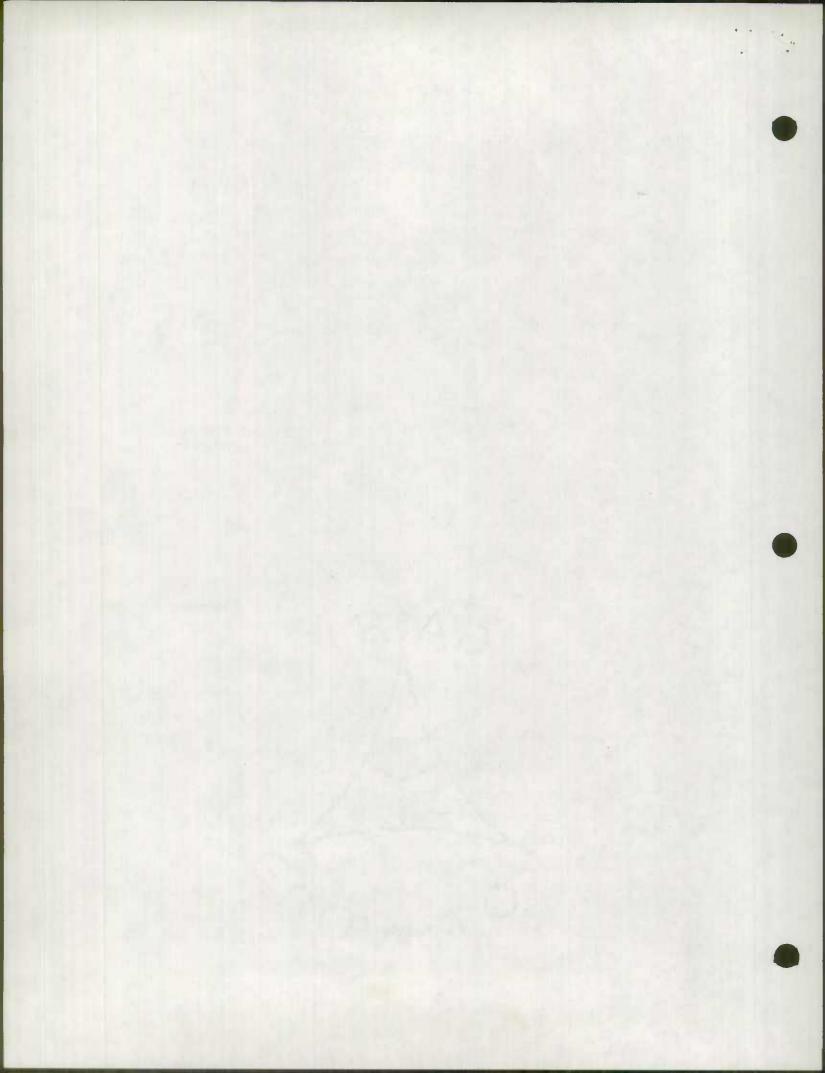
22. Md. 699L - From Md. 272 to Md. 272 at a point near Co. 203 - a Total Distance of+ 0.60 mile.

Co. 94 to Md. 699D - a Total Distance of ± 0.13 mile.

24. Md. 699N - From Md. 699F to Md. 699E - a Total Distance of <u>+</u> 0.01 mile.

25. Md. 6990 - From Md. 272 to Md. 699J - a Total Distance of <u>+</u> 0.09 mile.

26. Md. 803 - From Md. 299 to Co. 333 and from Co. 333 to Delaware State Line - a Total Distance of ± 1.53 mile.



C 4 27. Md. 809 - From Md. 272 south of Calvert to Md. 273 east of Calvert - a Total Distance of + 0.47 mile.

(59, 28. Md. 809A - From Road End easterly to Md. Md. 273 - a Total Distance of + 0.32 mile.

( 585 29. Md. 813 - From Md. 276 to Md. 276 - a Total Distance of + 0.25 mile.

6586 30. Md. 813A - From Road End south of Co. 45 northerly to Md. 273 - a Total Distance of + 2.09 mile.

31. Md. 822 - From Md. 803 northerly to Road End - a Total Distance of + 0.65 mile.

Md. 823 - From Md. 316 to Md. 279 - a 32. Total Distance of + 0.61 mile.

(569 33. Md. 824 - From Road End south of Co. 4 to Road End north of Co. 4 - a Total Distance of + 0.05 mile.

(459 y 34. Md. 912 - From Md. 282 at Earleville to Road End north of Co. 310 - a Total Distance of  $\pm$  0.09 mile.

> Md. 912A - From Md. 282 south of Co. 295 to Md. 282 north of Co. 295 - a Total Distance of + 0.57 mile.

Now % 786 36. U.S. 222A - From U.S. 222 to Md. 824A a Total Distance of + 0.03 mile.

Said agreement had previously been executed by the President, County Commissioners of Cecil County, Maryland and approved as to form and legal sufficiency by Assistant Attorney General, L. J. Kazlakowsi.

Mr. F. Gottemoeller \*

Mr. W, K. Lee, III

Mr. W. F. Lins, Jr.

Mr. A. L. Gardner

Mr. H. Kassoff

Mr. C. W. Reese

Mr. J. M. Wright

Mr. J. N. Day

Mr. T. Hicks

Mrs. E. K. Roche

Mr. R. C. Pazourek

Mr. P. A. Milash

Mr. C. P. Hyatt

Mr. E. S. Freedman

Mr. C. Lee

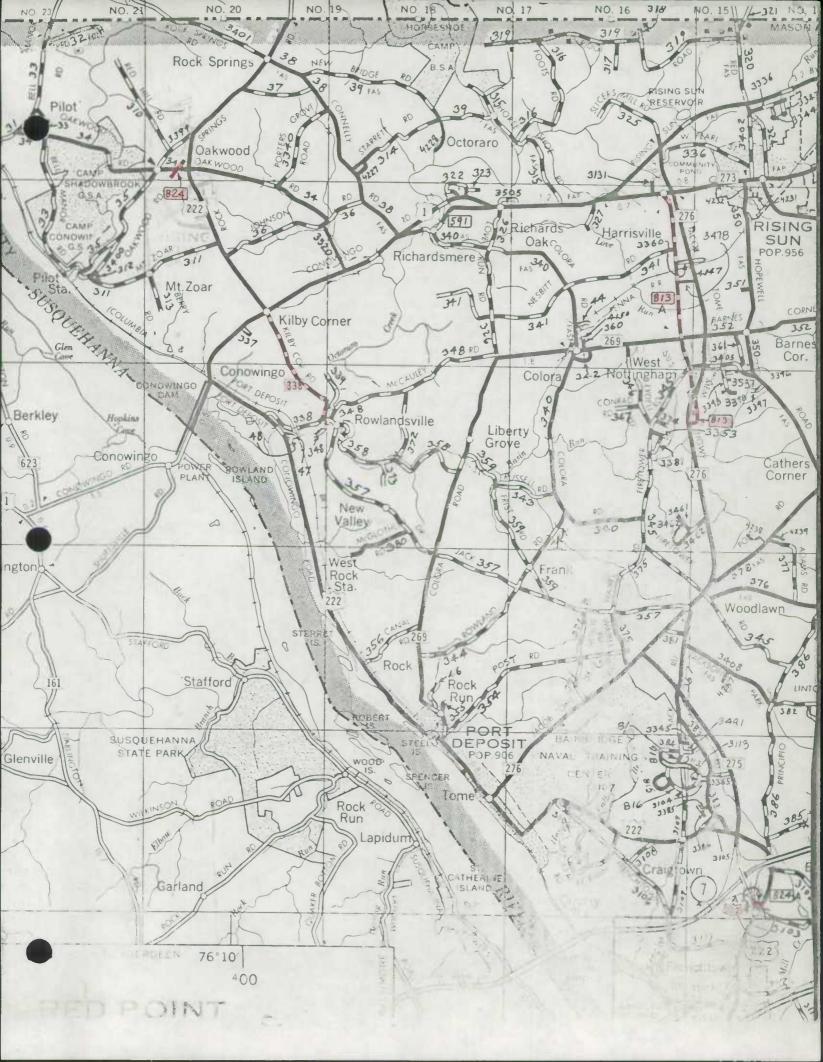
Mr. P. S. Jaworski Mr. R. N. Spalding

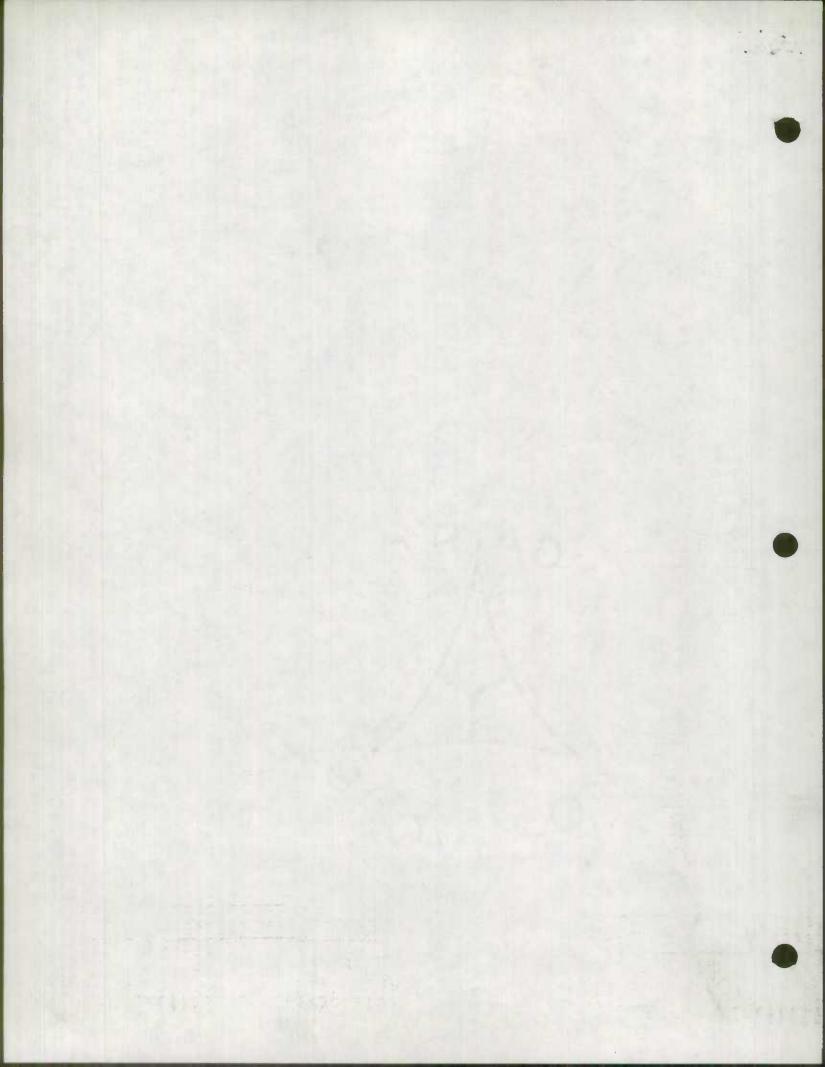
Mr. R. C. Davison

Mr. A. T. Landon, Jr.

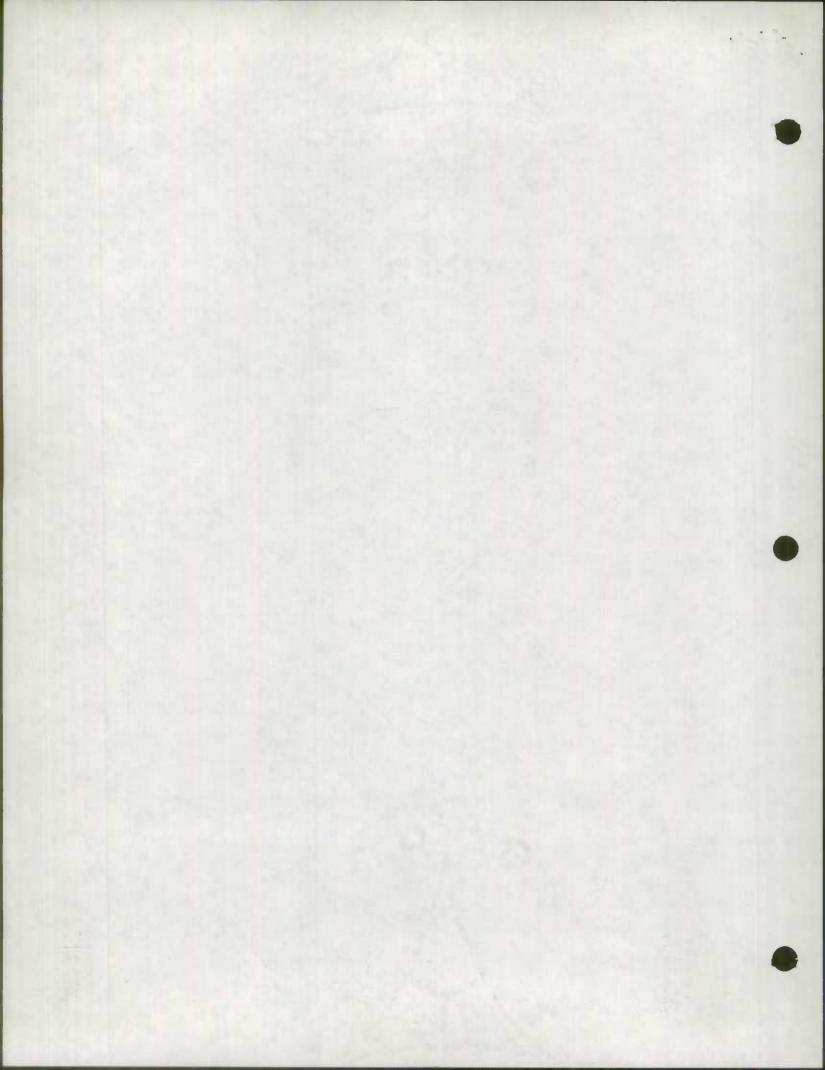
Secretary's File

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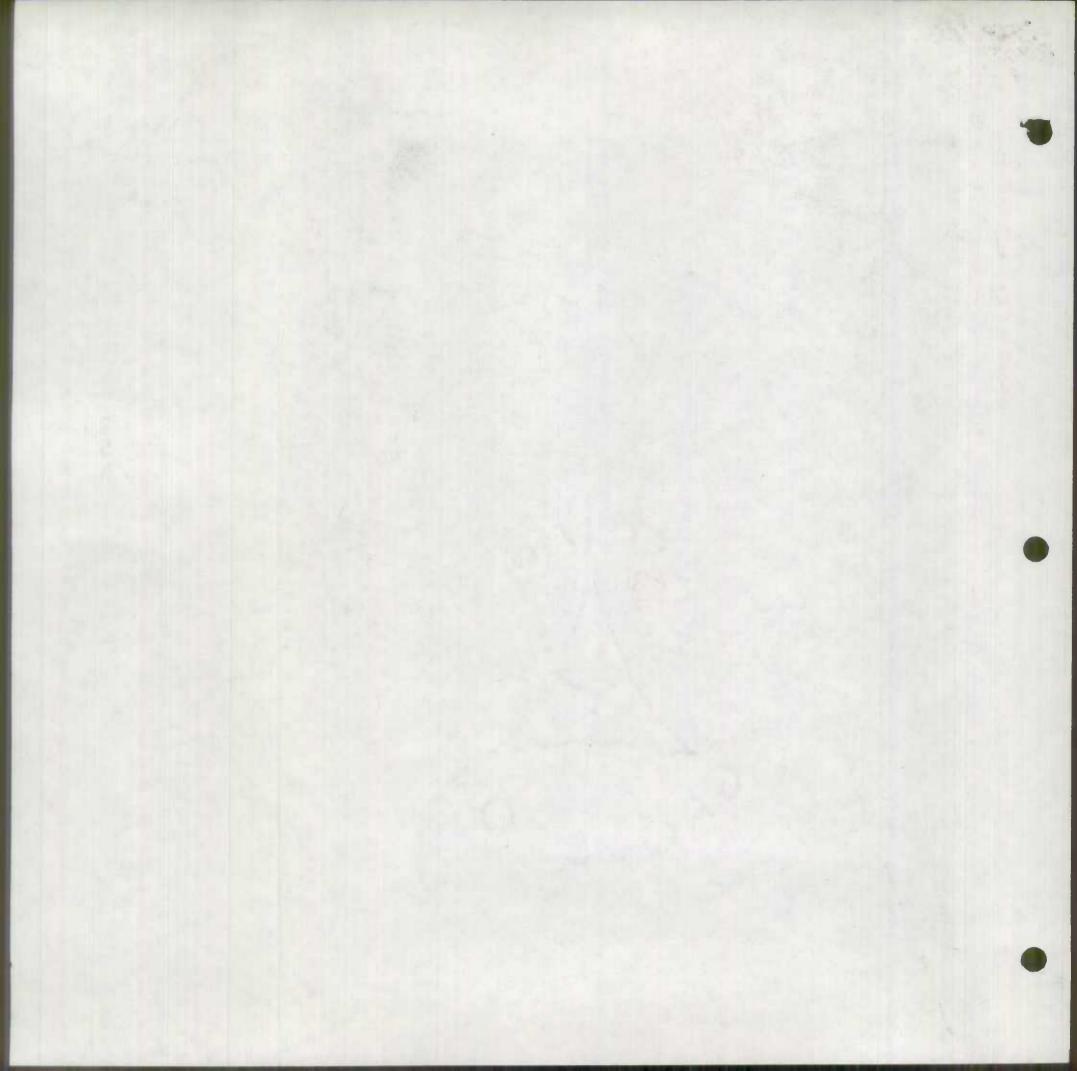


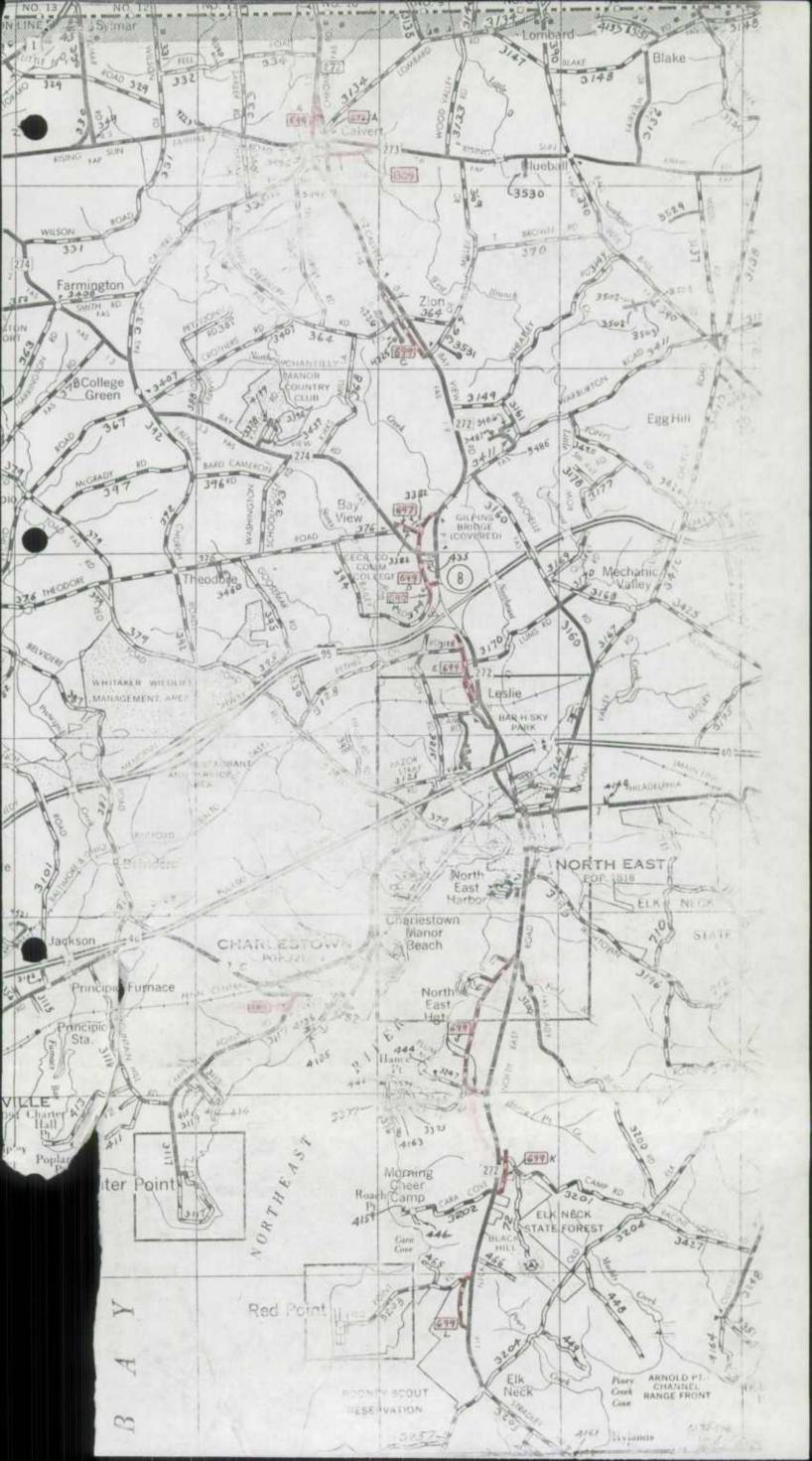


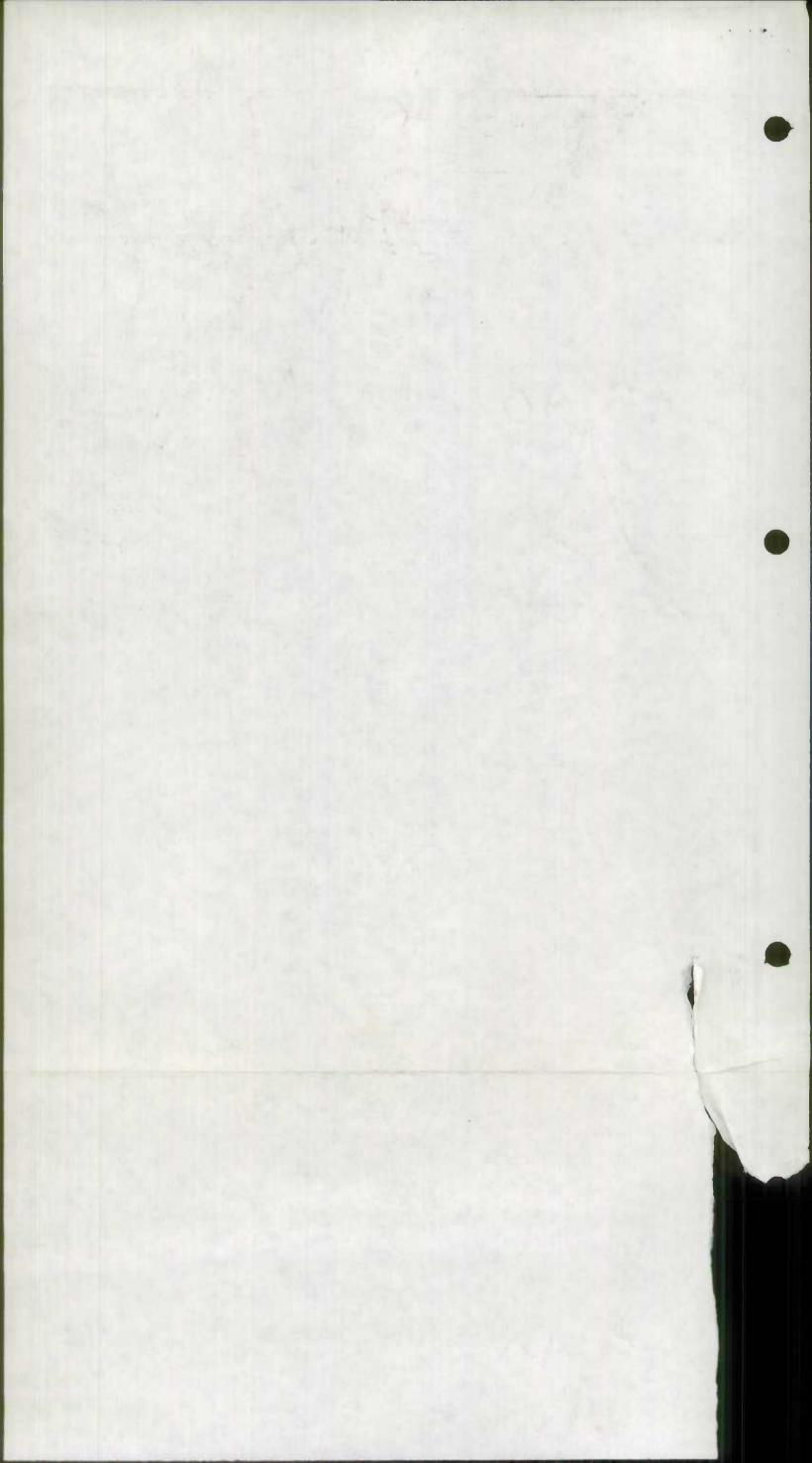


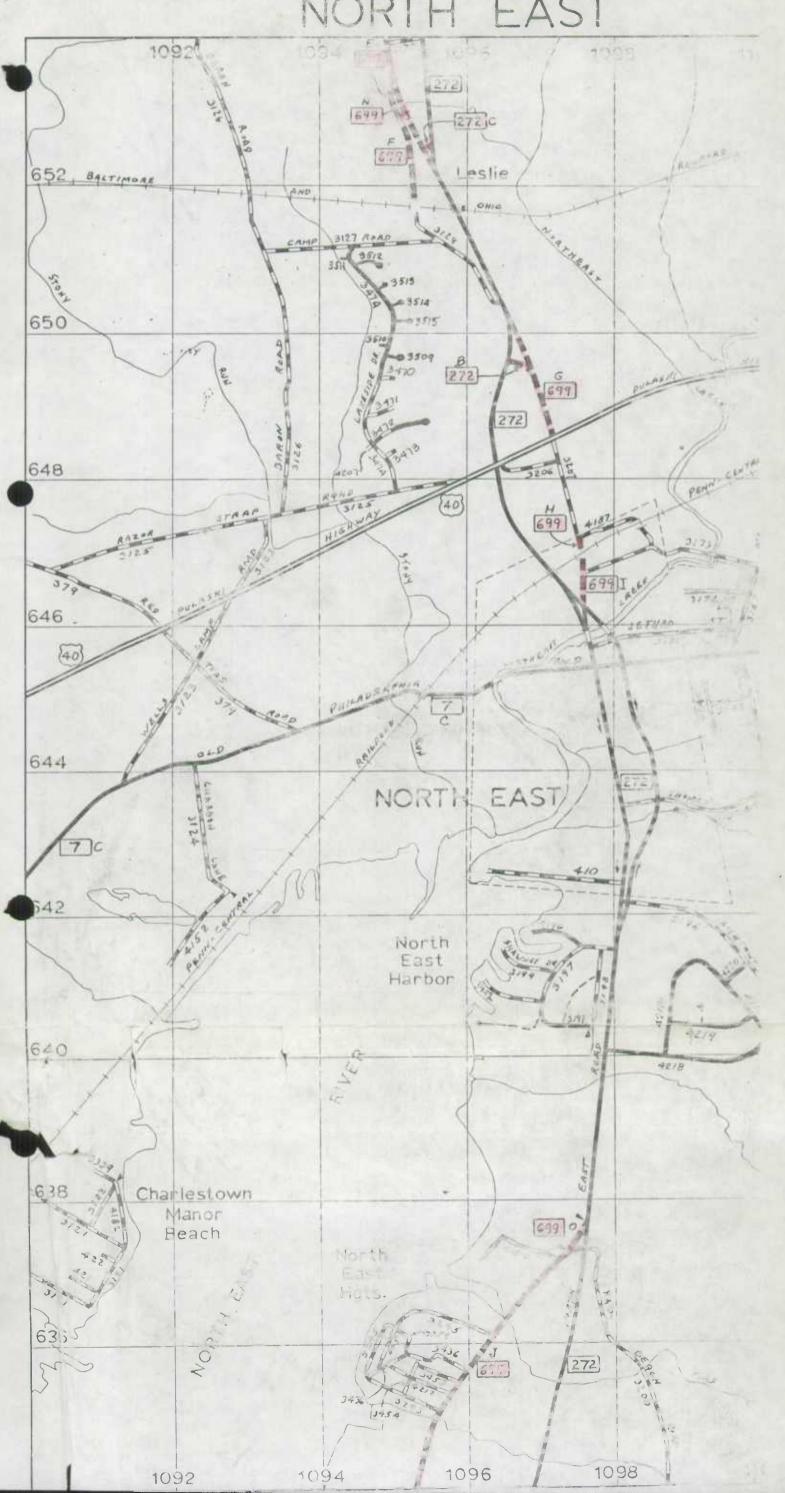


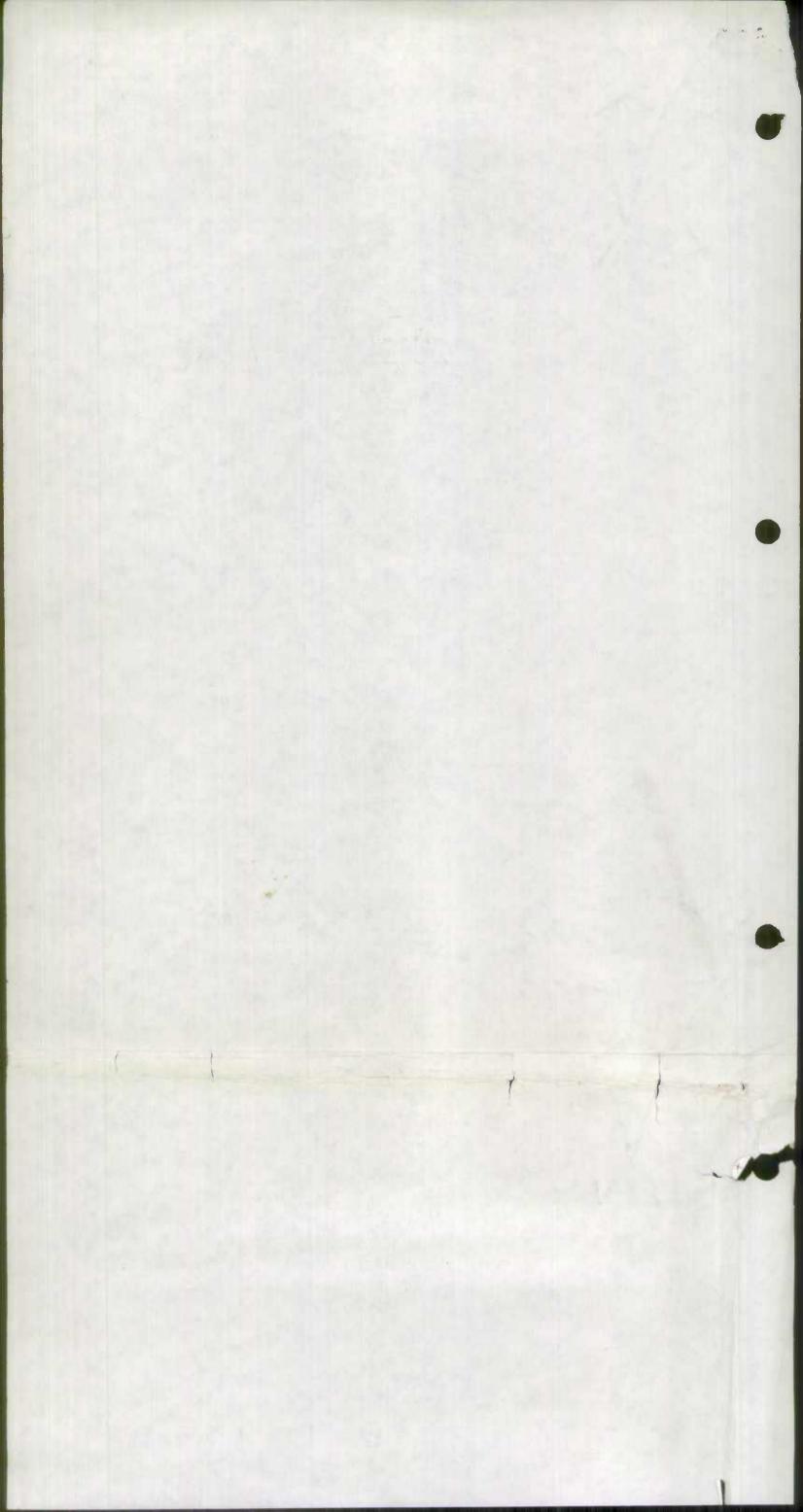










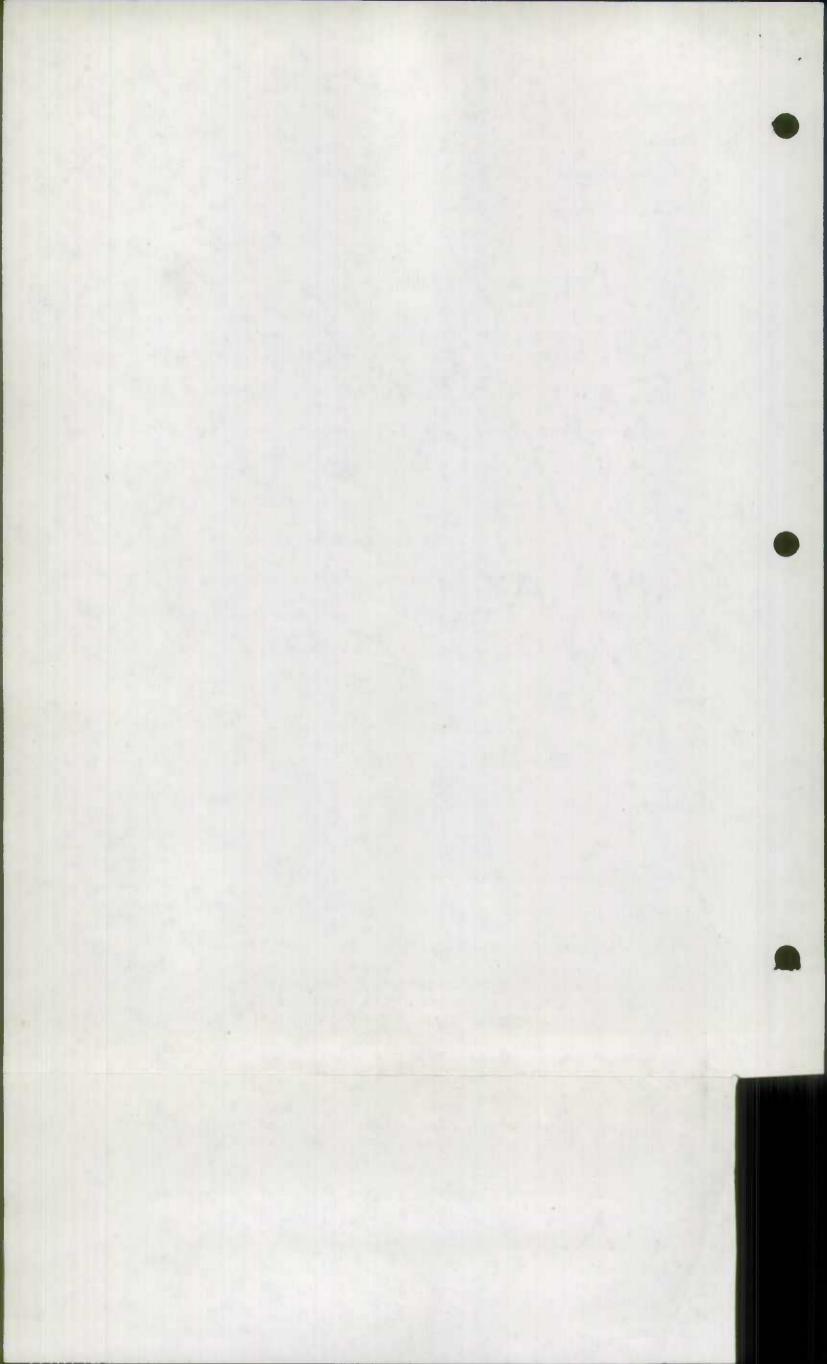


WHEREAS, under authority contained in Transportation Article
Title 8-304, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer
jurisdiction over and the responsibility for the maintenance of any State
Highway, or portion thereof with the governing bodies of the several Political
Subdivisions of Maryland for the purpose of reducing the cost of road maintenance and the Governing Bodies of the several Political Subdivisions of
Maryland are empowered to enter into an agreement to transfer jurisdiction
over and responsibility for the maintenance of any county or municipal road
or portion thereof with the State Highway Administration of the Department
of Transportation of Maryland, for the purpose of reducing the cost of road
maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject sections of "State Highways" to the "County" will result in a reduction in the cost of road maintenance; and,

WHEREAS, the "Highway Administration" party of the first part, has agreed to transfer the hereinafter described sections of roads which heretofore were constructed by the "Highway Administration" to the "County", party of the second part and the "County" has agreed to accept same as an integral part of the County Highway System.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged the "Highway Administration", party of the first part does hereby transfer unto the "County" and the



"County", party of the second part does hereby accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State Highways for maintenance purposes, as part of the County Highway System. 1. Md. 164 (Carpenters Point Rd.) - From Md. 267 to Co. 117 at the Corporate Limits of Charlestown - a Total Distance of + 0.22 2. Md. 272A - Spur from Md. 699A to Md. 272 a Total Distance of + 0.02 mile. 3. Md. 272B - Spur from Md. 272 to Md. 699G a Total Distance of + 0.05 mile. 4. Md. 272C - Spur from Md. 272 to Md. 699E a Total Distance of + 0.08 mile. 5. Md. 282A - Spur from Co. 305 (Sandy Bottom Rd.) to Md. 282 - a Total Distance of + 0.11 mile. 6. Md. 282B - Spur from Co. 305 (Sandy Bottom Rd.) to Md. 282 - a Total Distance of  $\pm$  0.03 mile. 7. Md. 310A - Spur from Md. 213 to Md. 310 a Total Distance of + 0.16 mile. 8. Md. 338 - From Begin SHA Maintenance at Co. 38 to U.S. 1 at U.S. 222 - a Total Distance of + 1.24 mile. 9. Md. 685 - From Md. 213 to Md. 213 - a Total Distance of + 0.16 mile. 10. Md. 685A - From Md. 685 to Road End - a Total Distance of  $\pm$  0.06 mile.

11. Md. 697 - From Md. 274 (Farmington Rd.) to Md. 699D - a Total Distance of + 0.25

12. Md. 699A - From Md. 272 to Md. 273 - a

13. Md. 699C - From Md. 272 at Co. 69 to

14. Md. 699D - From Md. 272 to Md. 272 - a

Md. 272 - a Total Distance of + 0.93 mile.

15. Md. 699E - From Md. 272 to Road End north of Bethel Church Rd. (Co. 128) - a Total

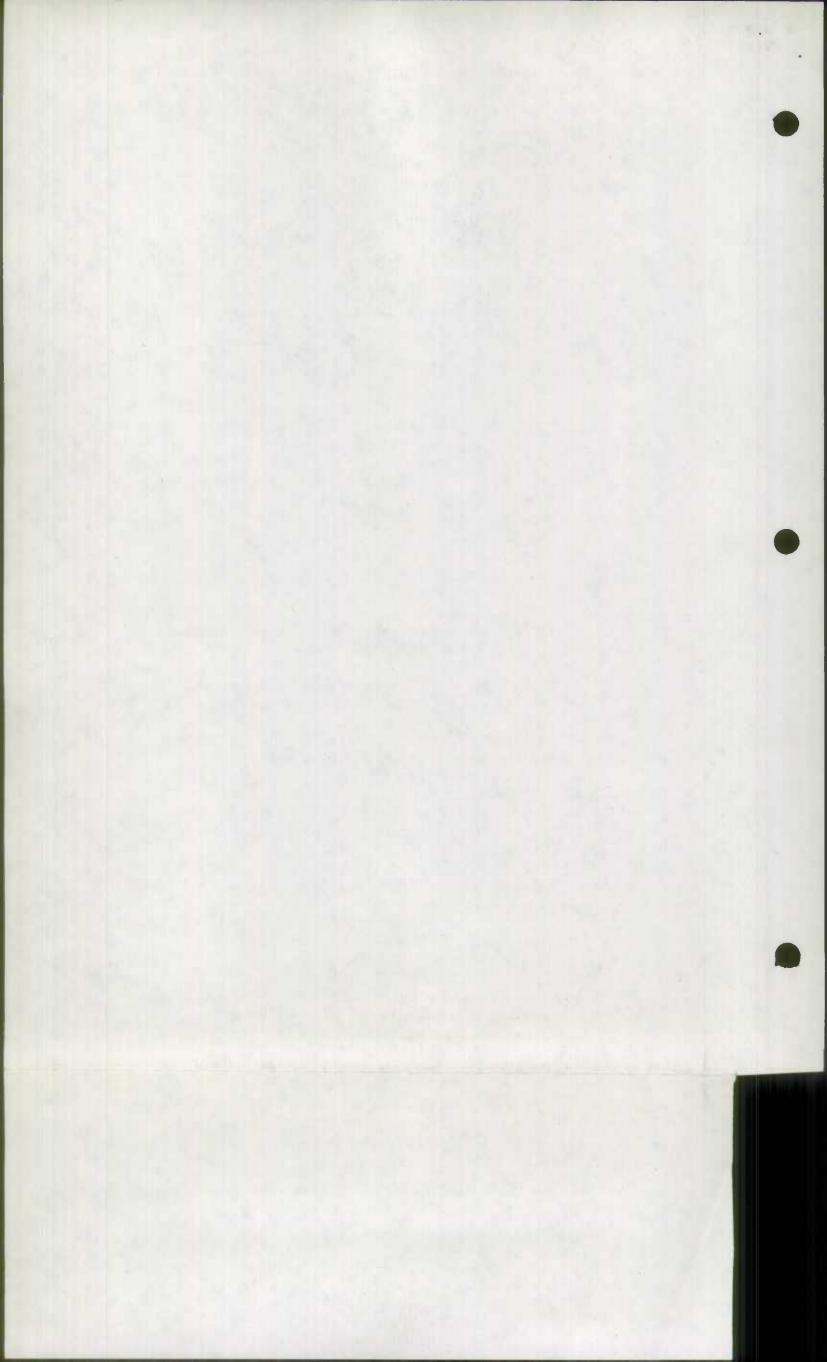
- 2 --

Total Distance of  $\pm$  0.52 mile.

Tota Distan. of + 0.99 mile.

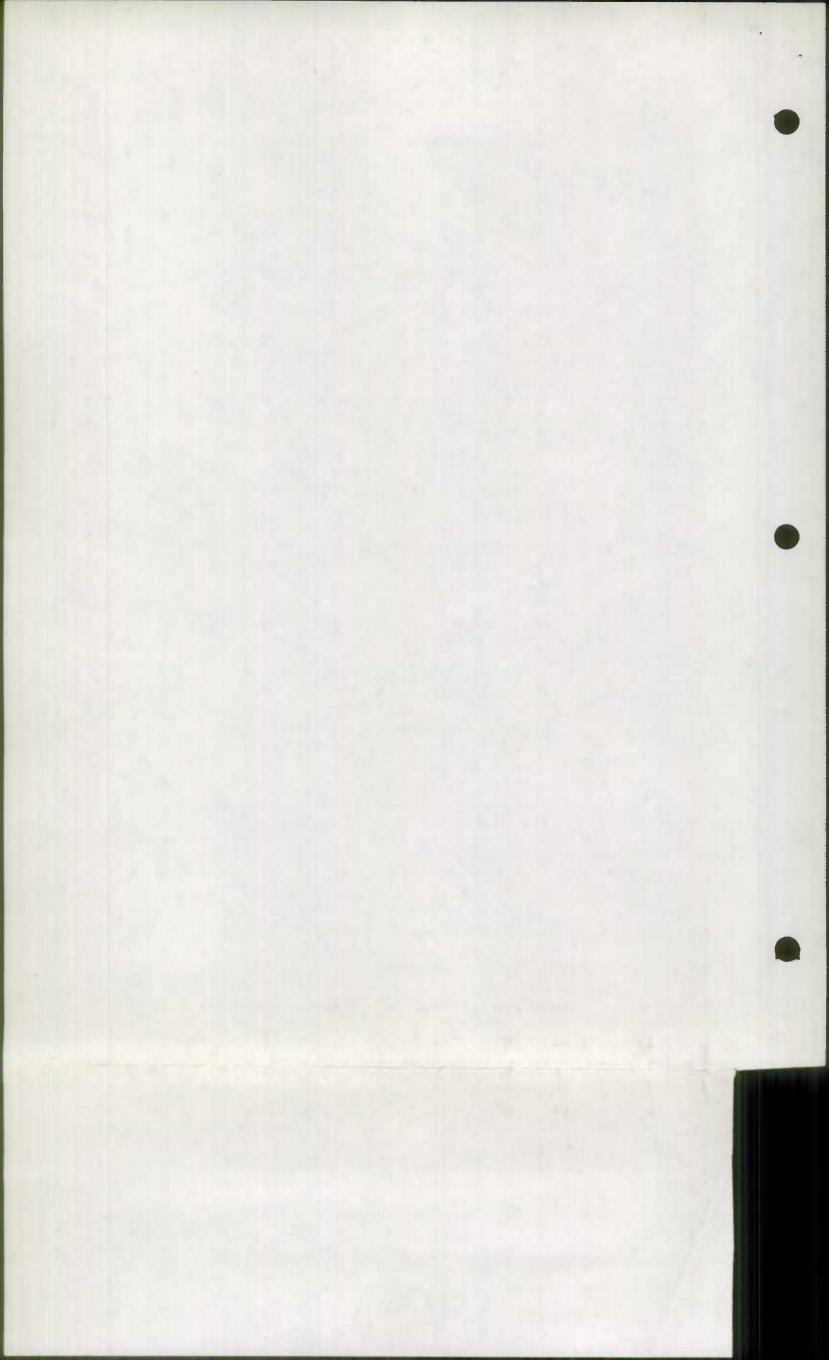
Distance of + 0.67 mile.

mile.

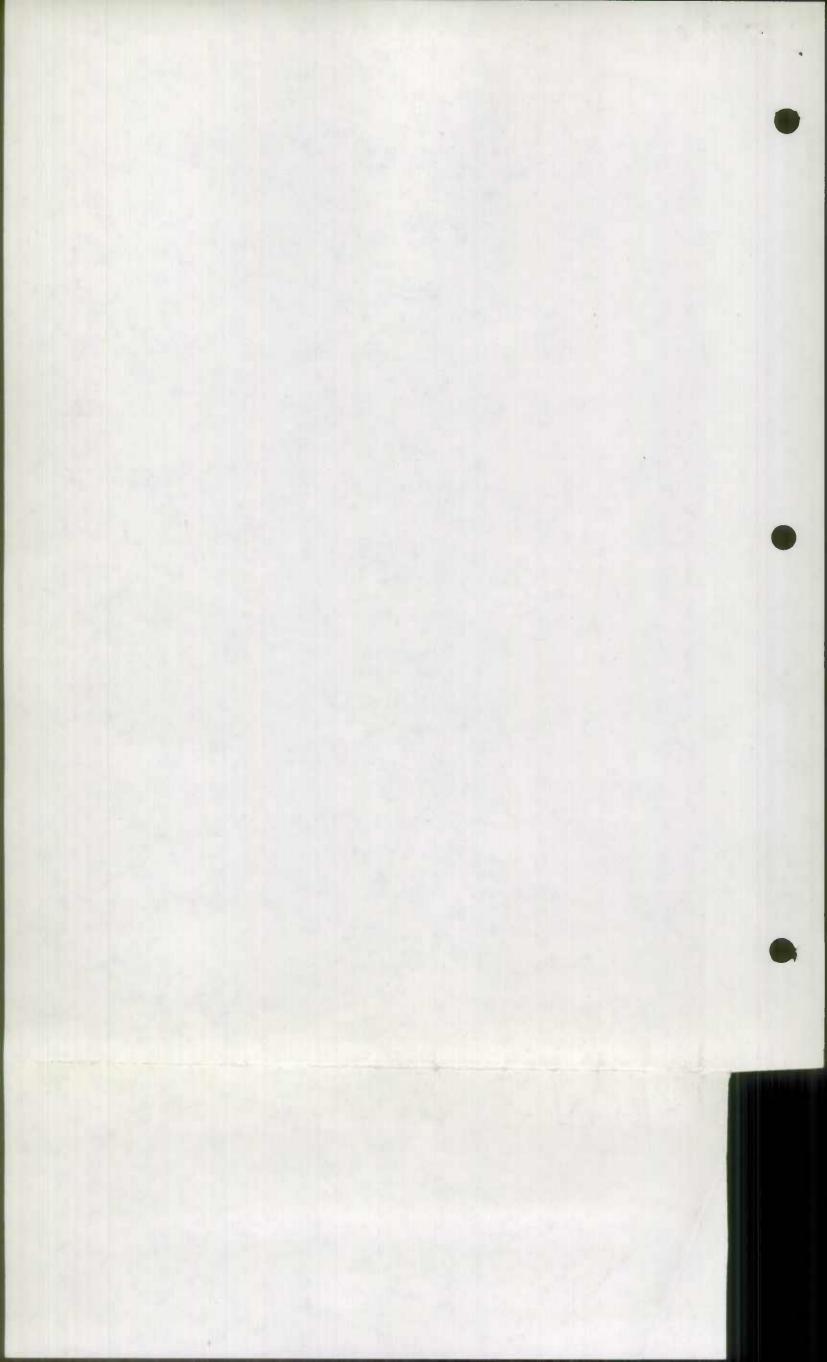


16. Md. 699F - From Road End south of Md. 699E to Md. 699E - a Total Distance of ± 0.30 mile.
17. Md. 699G - From U.S. 40 at Co. 207 northerly to Md. 272 - a Total Distance of ± 0.31 mile.
18. Md. 699H - From Road End northerly to Co. 207 at the Corporate Limits of Northeast - a Total Distance of ± 0.02 mile.
19. Md. 699I - From Md. 272 N.B. L. northerly to Road End at Penn Central R.R. - a Total Distance of ± 0.14 mile.
20. Md. 699J - From Md. 272 to Md. 272 at Co. 200 - a Total Distance of ± 1.76 mile.

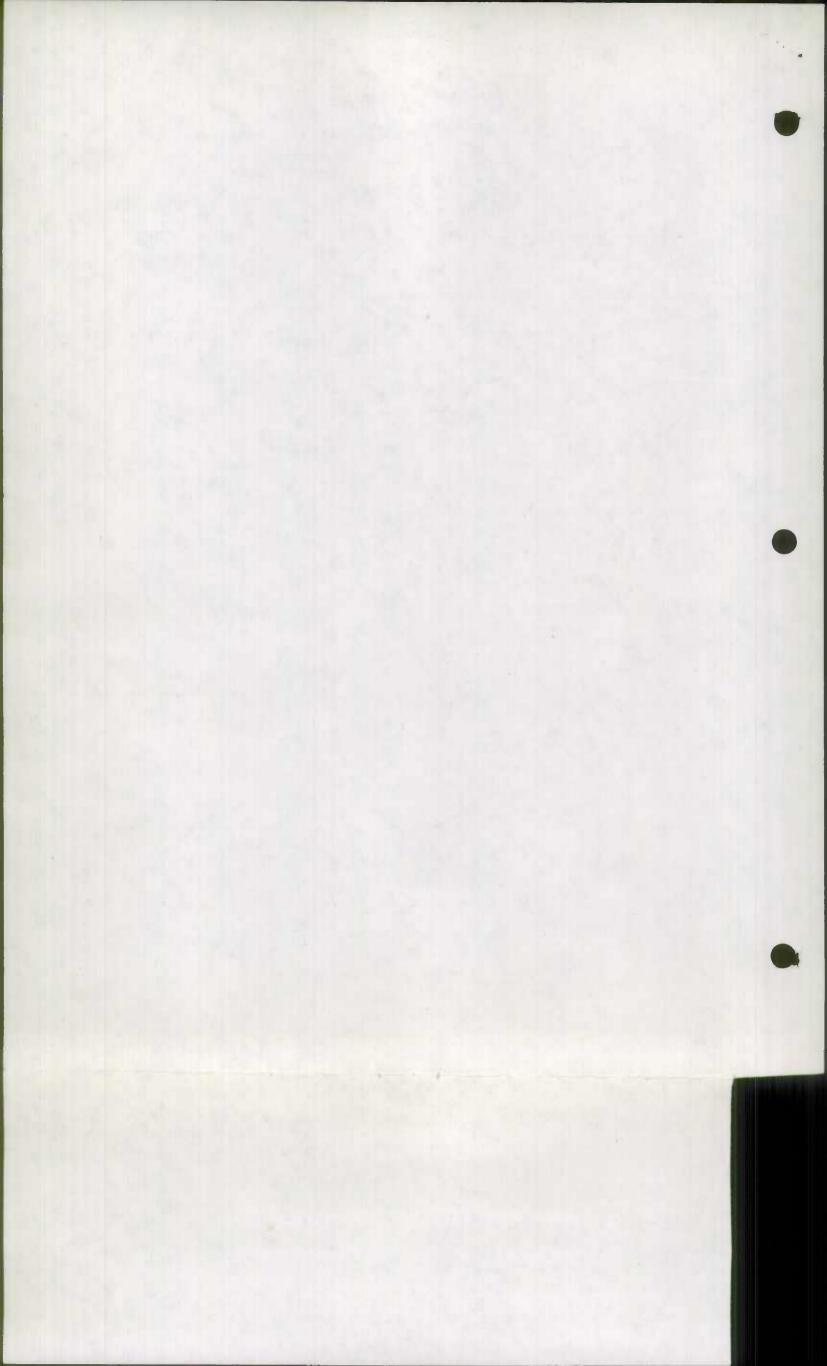
- 21. Md. 699K From Md. 272 at Co. 202 to Road End north of Co. 201 a Total Distance of + 0.55 mile.
- 22. Md. 699L From Md. 272 to Md. 272 at a point near Co. 203 a Total Distance of + 0.60 mile.
- 23. Md. 699M From Begin SHA Maintenance at Co. 94 to Md. 699D a Total Distance of + 0.13 mile.
- 24. Md. 699N From Md. 699F to Md. 699E a Total Distance of + 0.01 mile.
- 25. Md. 6990 From Md. 272 to Md. 699J a Total Distance of + 0.09 mile.
- 26. Md. 803 From Md. 299 to Co. 333 and from Co. 333 to Delaware State Line a Total Distance of + 1.53 mile.
- 27. Md. 809 From Md. 272 south of Calvert to Md. 273 east of Calvert - a Total Distance of + 0.47 mile.
- 28. Md. 809A From Road End easterly to Md. 273 a Total Distance of ± 0.32 mile.
- 29. Md. 813 From Md. 276 to Md. 276 a Total Distance of ± 0.25 mile.
- 30. Md. 813A From Road End south of Co. 45 northerly to Md. 273 a Total Distance of + 2.09 mile.
- 31 Md. 322 From Md 803 northerly to Road End a Total Distance of ± 0.65 mile.
- 32. Md. 823 From Md. 316 to Md. 279 a Total Distance of ± 0.61 mile.



33. Md. 824 - From Road End south of Co. 4 to Road End north of Co. 4 - a Total Distance of + 0.05 mile. 34. Md. 912 - From Md. 282 at Earleville to Road End north of Co. 310 - a Total Distance of + 0.09 mile. 35. Md. 912A - From Md. 282 south of Co. 295 to Md. 282 north of Co. 295 - a Total Distance of + 0.57 mile. 36. U.S. 222A - From U.S. 222 to Md. 824A a Total Distance of + 0.03 mile. IT IS UNDERSTOOD AND AGREED between the parties hereto that conveyance of the aforegoing sections of State Highways are subject to the following conditions: 1. The effective date of transfer shall be upon complete approval and execution of this agreement. 2. The aforegoing mileage will be included in the County inventory as of December 1 of the year following the date as set forth in Item 1 above. 3. The basis for the allocation of funds will include the additional mileage in the allocation to the County beginning July 1 of the year following the date as set forth in Item 2 above. 4. The transfer of said roads is made on an as is basis which pertains to the existing rightsof-vay and to the existing condition of the roads involved including all appurtenances and bridge strictures. 5. The "County" accepts jurisdiction over and responsibility for the maintenance of said roads as of the effective date of transfer. IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration", party of the first part, will hereafter prepare a deed of conveyance for the above described sections of "State" maintained highways, to the "County" party of the second part, subject to the approval of the State Highway Administration and the Board of Public Works of Maryland. IN WITHESS WE EREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first above written. - 4 -



RECOMMENDED FOR APPROVAL: THE STATE HIGHWAY ADMIN-ISTRATION OF THE DEPART-MENT OF TRANSPORTATION WITNESS: Director, Office of Planning Olyel P Hyet and Preliminary Engineering Approved as to form and legal sufficiency this 26 day of Deumke 1979 Assistant Attorney General RECOMMENDED FOR APPROVAL: COUNTY COMMISSIONERS OF CECIL COUNTY, MARYLAND By: Robert Caldres WITNESS: Approved as to form and legal sufficiency this 14th day of 1/21 Panto 1971



5 198 12

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

January 8, 1979

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated January 5, 1979 between the State Highway Administration and The Town of Rising Sun, Maryland, relative to transfer by the 'Town of Rising Sun" to the "Highway Administration" of the following described section of "Town" constructed road subject to the conditions more fully set forth in the agreement.

> South Queen Street - from the corporate limit of Rising Nov My 274 Sun Northerly to Md. 273. A total distance of 0.27+ mile

Said agreement had previously been executed by the Mayor, Town of Rising Sun and approved as to form and legal sufficiency by Administrative Special Attorney Norman Polski.

cc: Mr. F. Gottemoeller

Mr. H.G. Downs

Mr. A.W. Tate

Mr. A.L. Gardner

Mr. H. Kassoff

Mr. C.W. Reese

Mr. J.M. Wright

Mr. J.N. Day

Mr. T. Hicks

Mr. R.C. Pazourek

Mr. W.F. Lins, Jr.

Mr. R.L. Daff

Mr. C.P. Hyatt

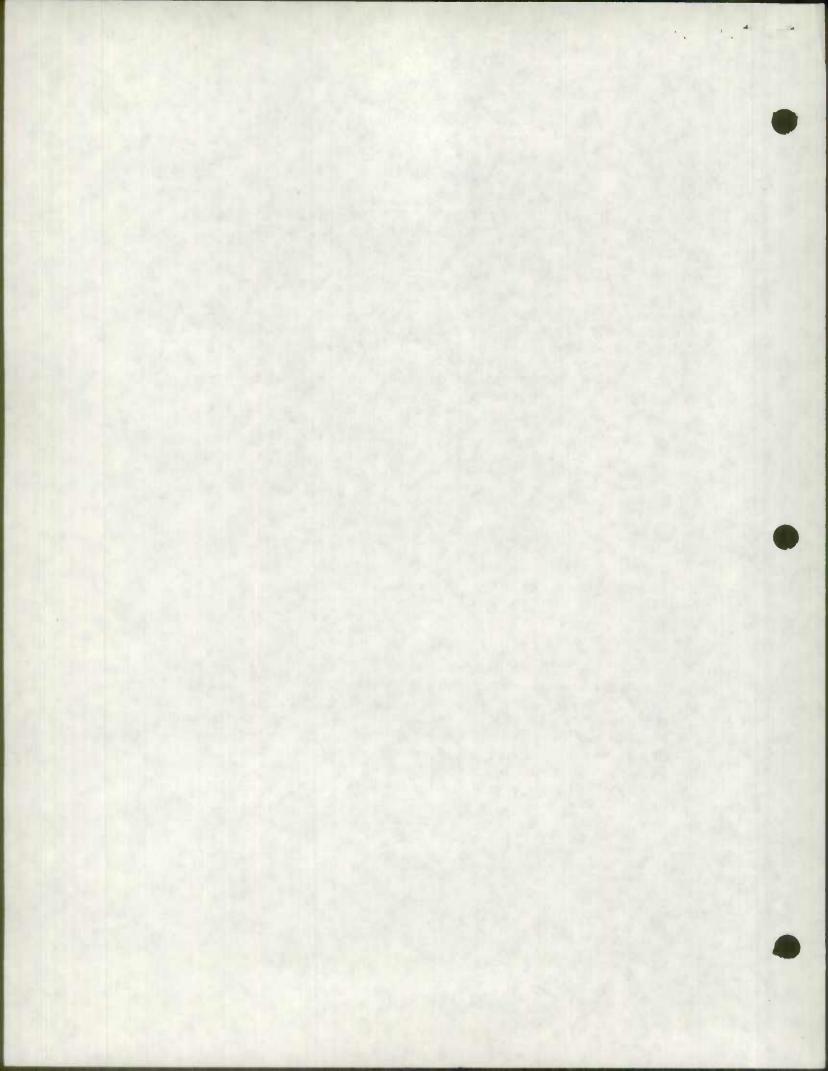
Mr. E.S. Freedman

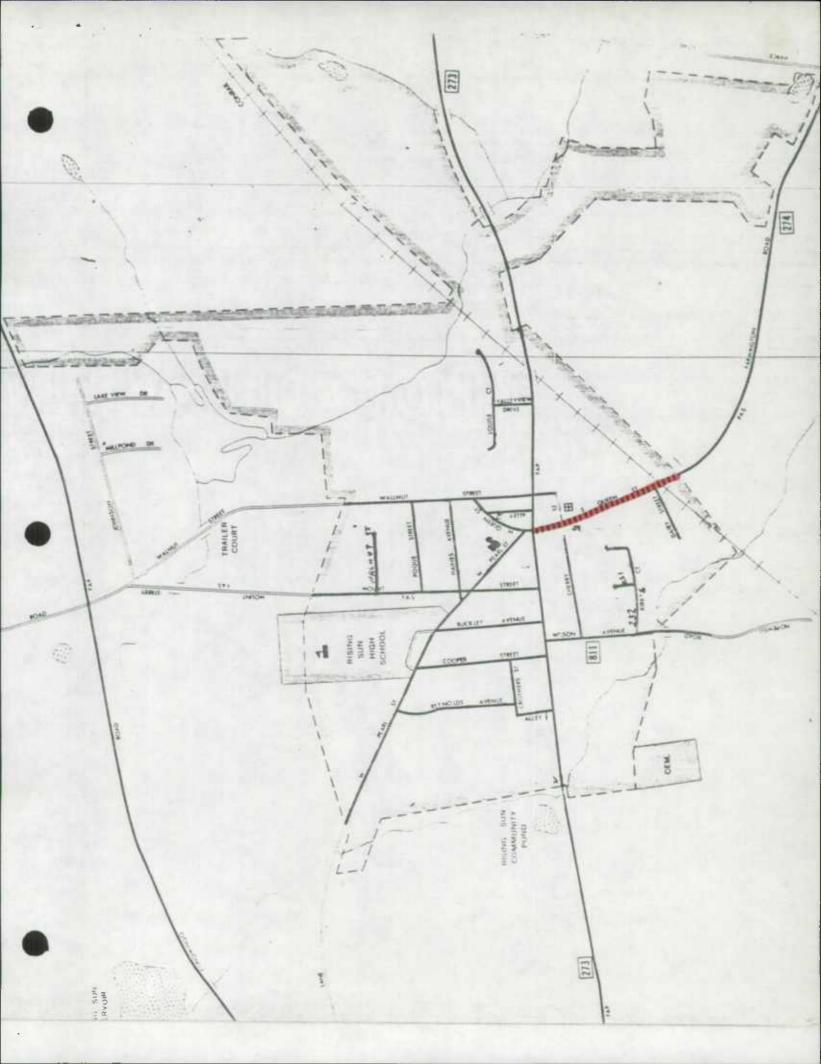
Mr. C. Lee

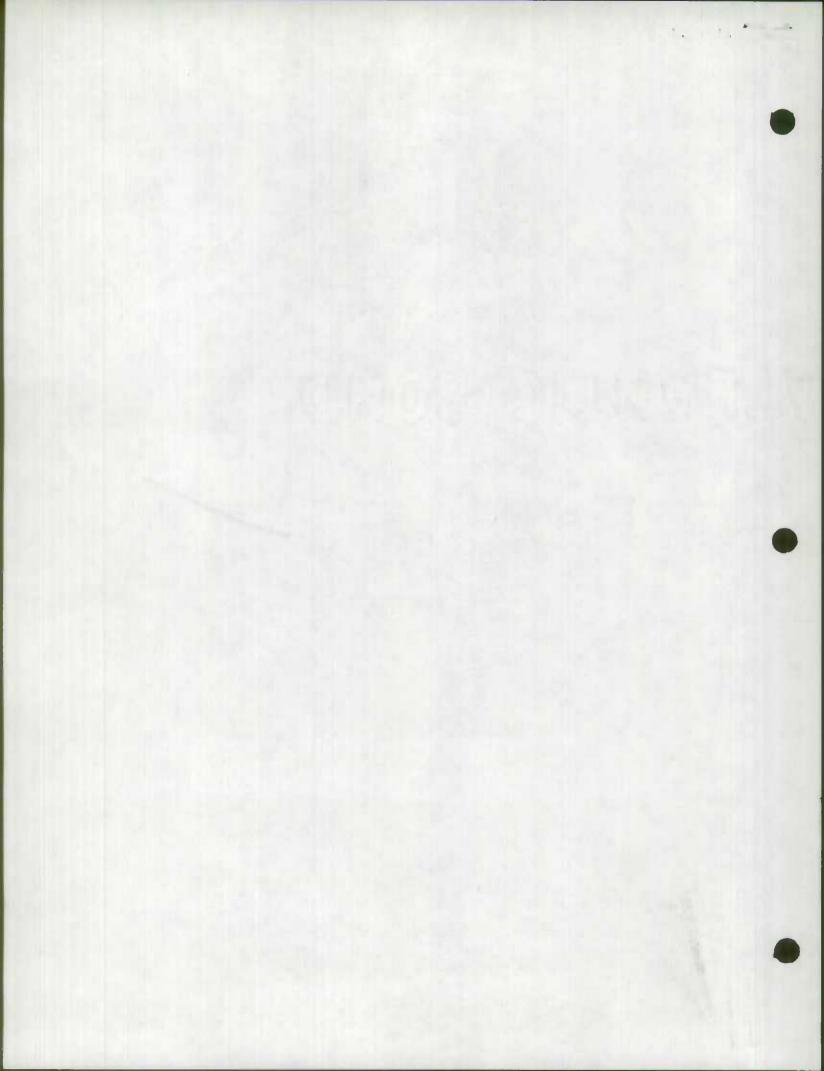
Mr. P.S. Jaworski

Mr. J.T. Neukam

Mr. R.C. Davison Mrs. E.K. Roche Town of Rising Sun Secretary's File S.H.A. Cecil County





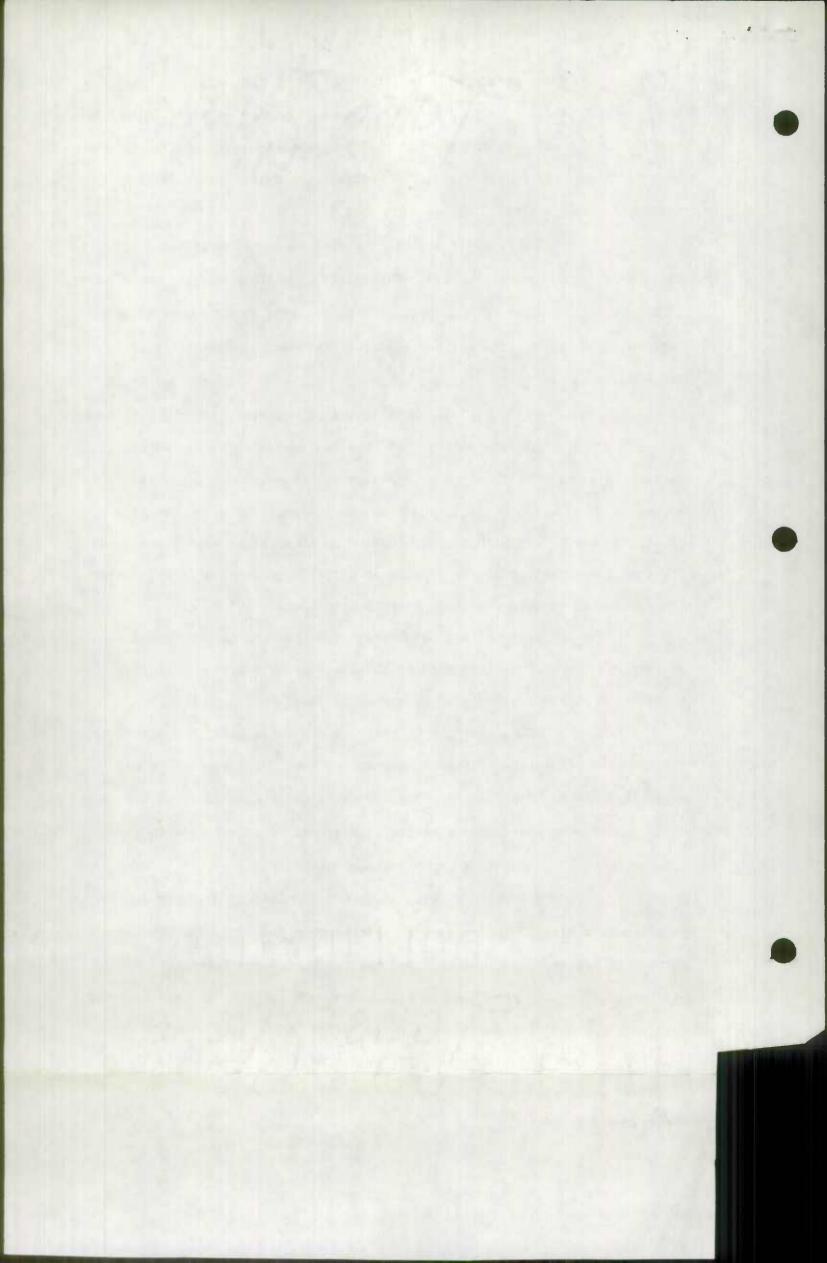


WHEREAS, under authority contained in Transportation Article - Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the Governing Bodies of the several political subdivisions of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Political Subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland for the purpose of reducing the cost of road maintenance; and,

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Town", party of the first part does hereby transfer unto the "Highway Administration" and the "Highway Administration", party of the second part, does hereby accept from the "Town" jurisdiction over and responsibility for the maintenance of the following described section of Town road for maintenance purposes, as part of the "State Highway System".



South Queen Street - from the corporate limit of Rising Sun Northerly to Md. 273. A total distance of 0.27+ mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of Town road is subject to the following conditions.

- 1. The effective date of transfer shall be upon .complete approval and execution of this agreement.
- 2. The aforegoing mileage will be excluded from the Town's road inventory as of December 1, 1978.
- 3. The basis for the allocation of fund will exclude the 0.27+ mile from the allotment to the Town beginning July 1, 1979.
- 4. The transfer of said road is made on an as-is-basis which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.
- 5. The Highway Administration accepts jurisdiction over and responsiblity for the maintenance of the said road as of the effective date of transfer.

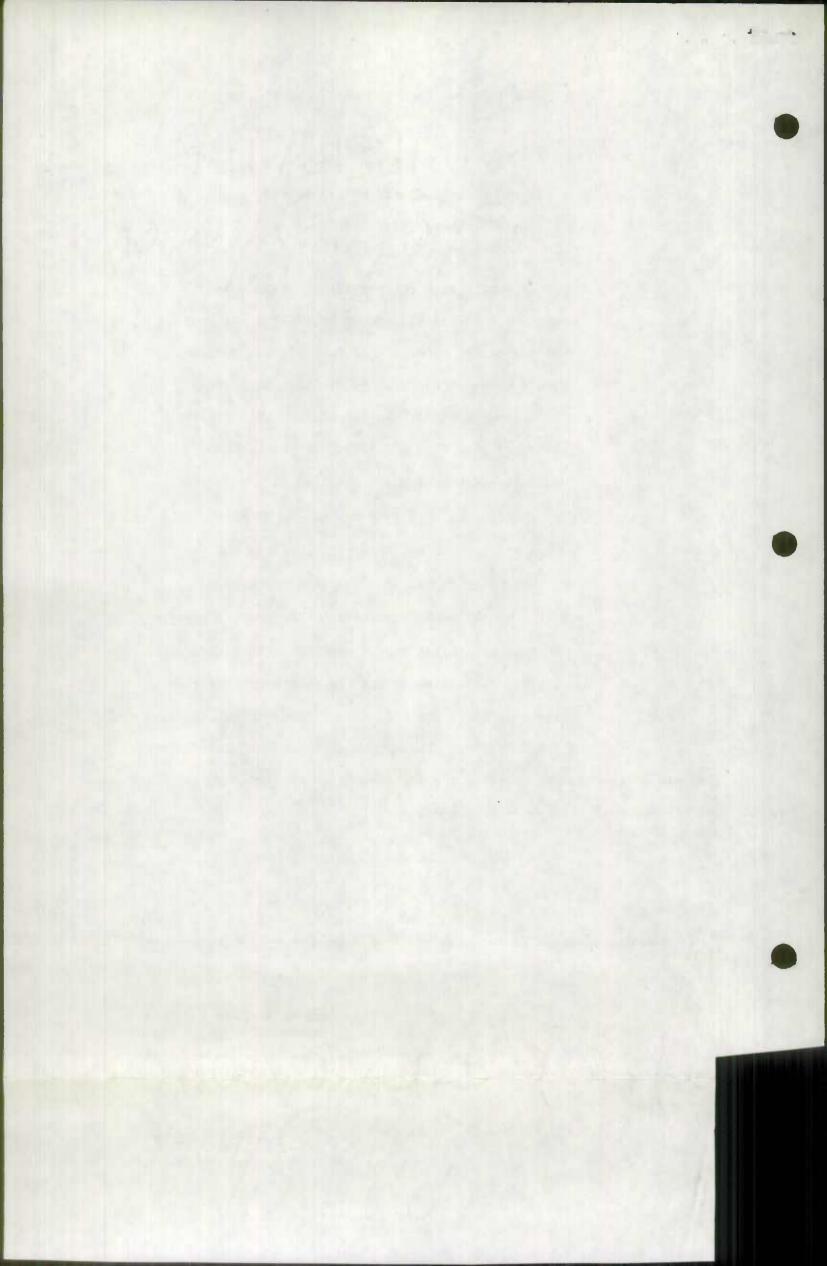
IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first mentioned above.

WITNESS:

Mary Low Benjamie By: Charles Paist

Town of Rising Sun

Approved as to form and legal sufficiency this 5th day of



Recommended for Approval:

Chief, Bureau of Highway Statistics

WITNESS:

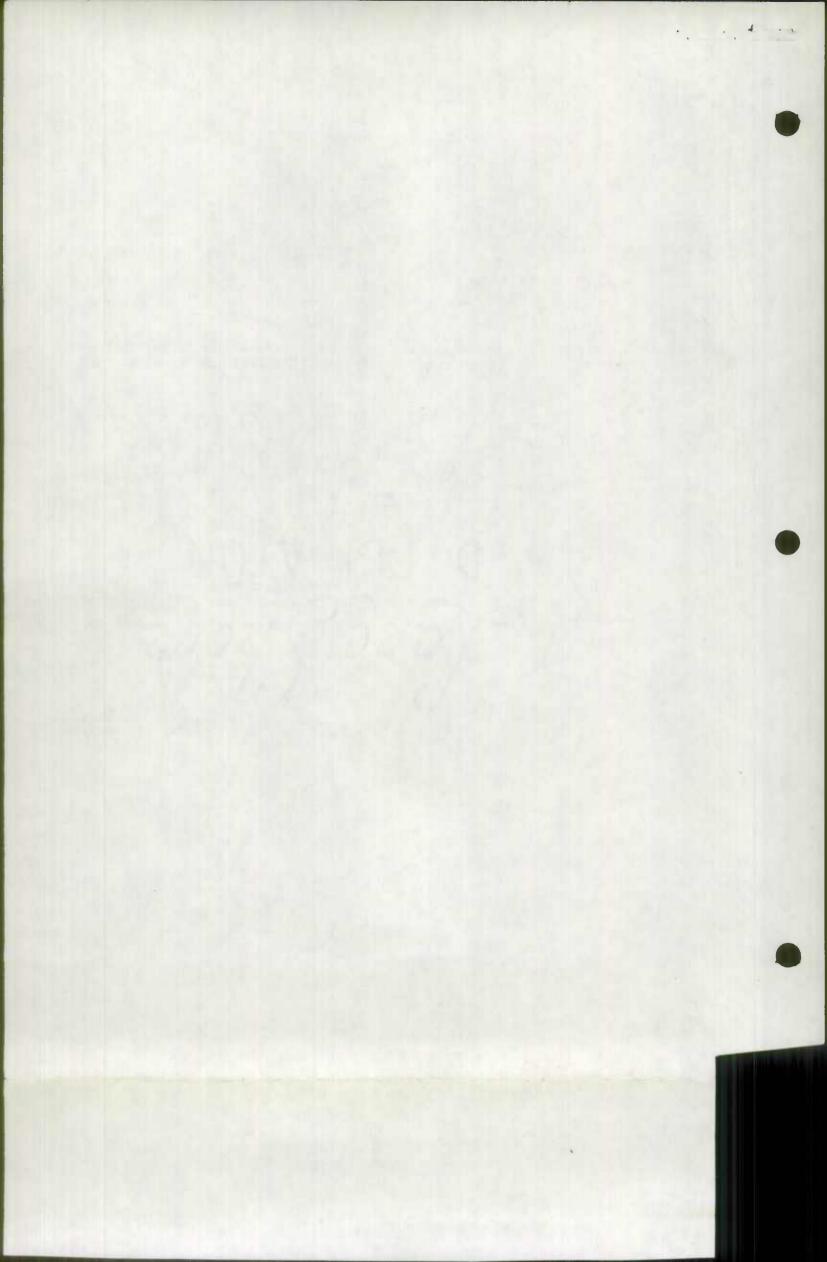
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THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

Director, Office of Planning & Preliminary Engineering

Approved as to form and legal day of sufficiency this\_

Administrative Special Attorney



51985

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

January 8, 1979

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated January 5, 1979 between the State Highway Administration and The Town of Rising Sun, Maryland, relative to transfer by the "Highway Administration" to the "Town of Rising Sun" of the following described section of State constructed road subject to the conditions more fully set forth in the agreement.

Md. 811 (Wilson Ave.) - from the corporate limit of Rising Sun northerly to Md. 273. A total distance of 0.19+ mile.

Said agreement had previously been executed by the Mayor, Town of Rising Sun and approved as to form and legal sufficiency by Administrative Special Attorney Norman Polski.

cc: Mr. F. Gottemoeller

Mr. H.G. Downs

Mr. A.W. Tate

Mr. A.L. Gardner

Mr. H. Kassoff

Mr. C.W. Reese

Mr. J.M. Wright

Mr. J.N. Day

Mr. T. Hicks

Mr. R.C. Pazourek

Mr. W.F. Lins, Jr.

Mr. R.L. Daff

Mr. C.P. Hyatt

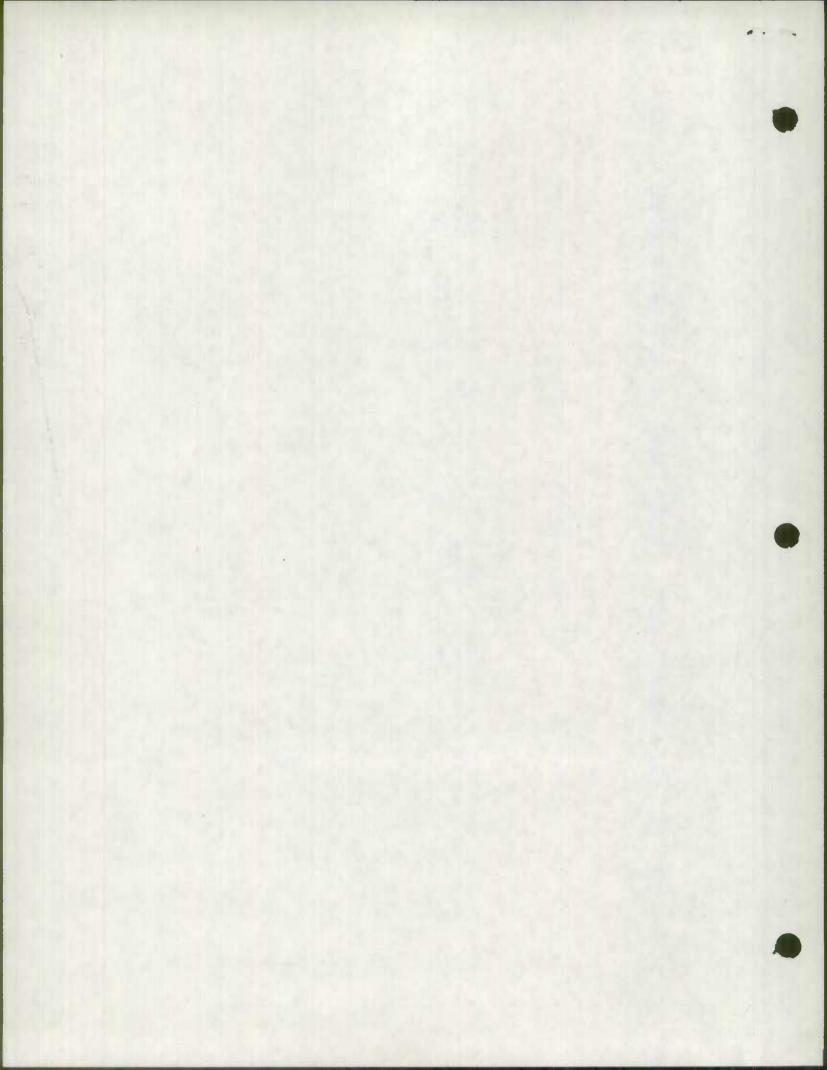
Mr. E.S. Freedman

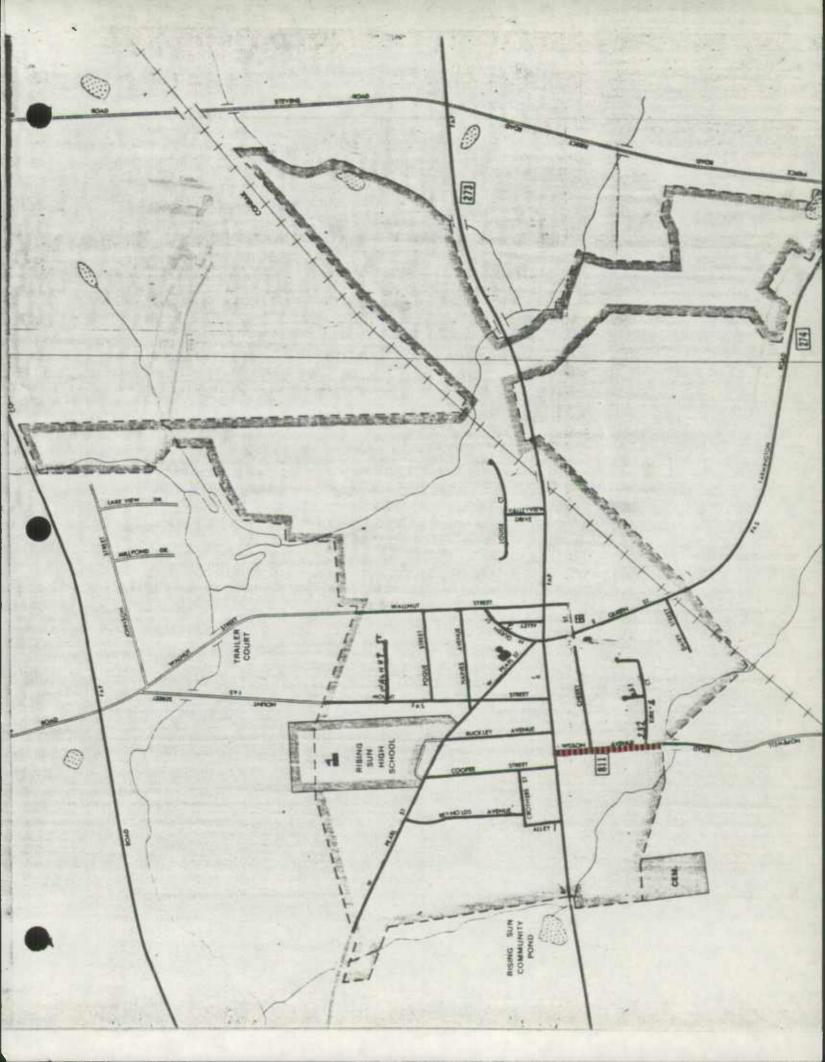
Mr. C. Lee

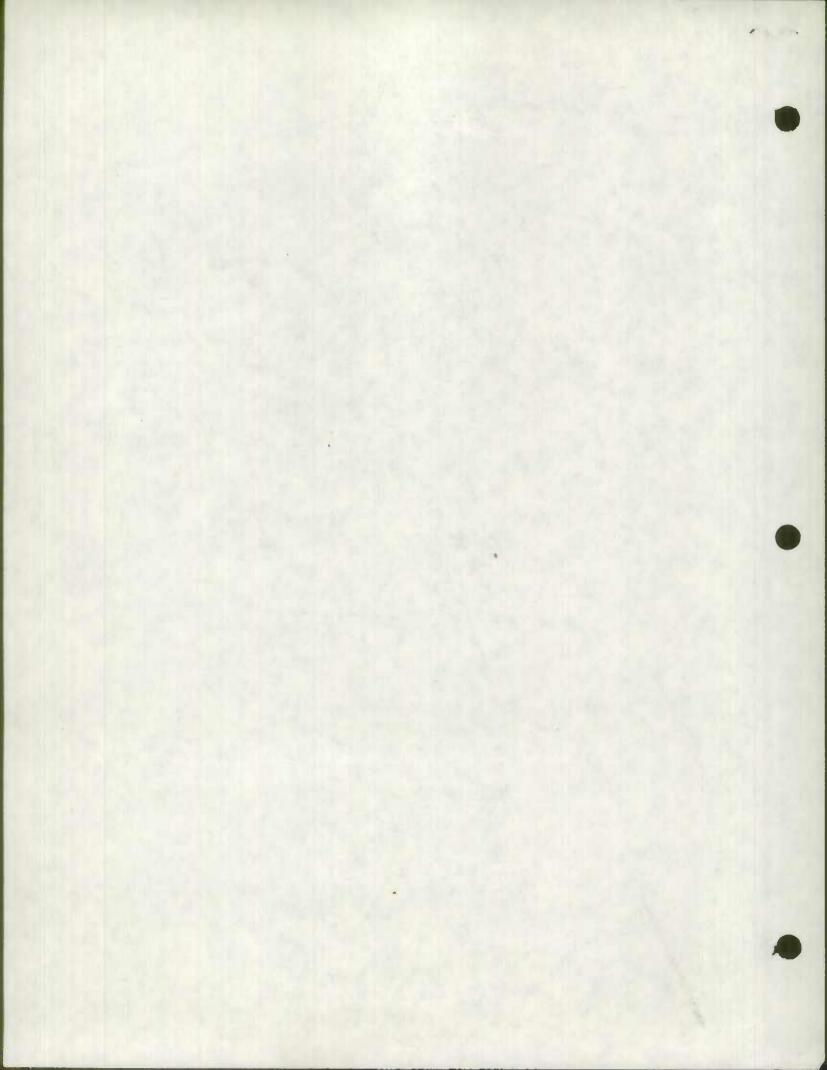
Mr. P.S. Jaworski

Mr. J.T. Neukam

Mr. R.C. Davison
Mrs. E.K. Roche
Town of Rising Sun
Secretary's File
S.H.A. Cecil County







THIS AGREEMENT made this 5th day of January

1979 by and between the State Highway Administration of the Department of

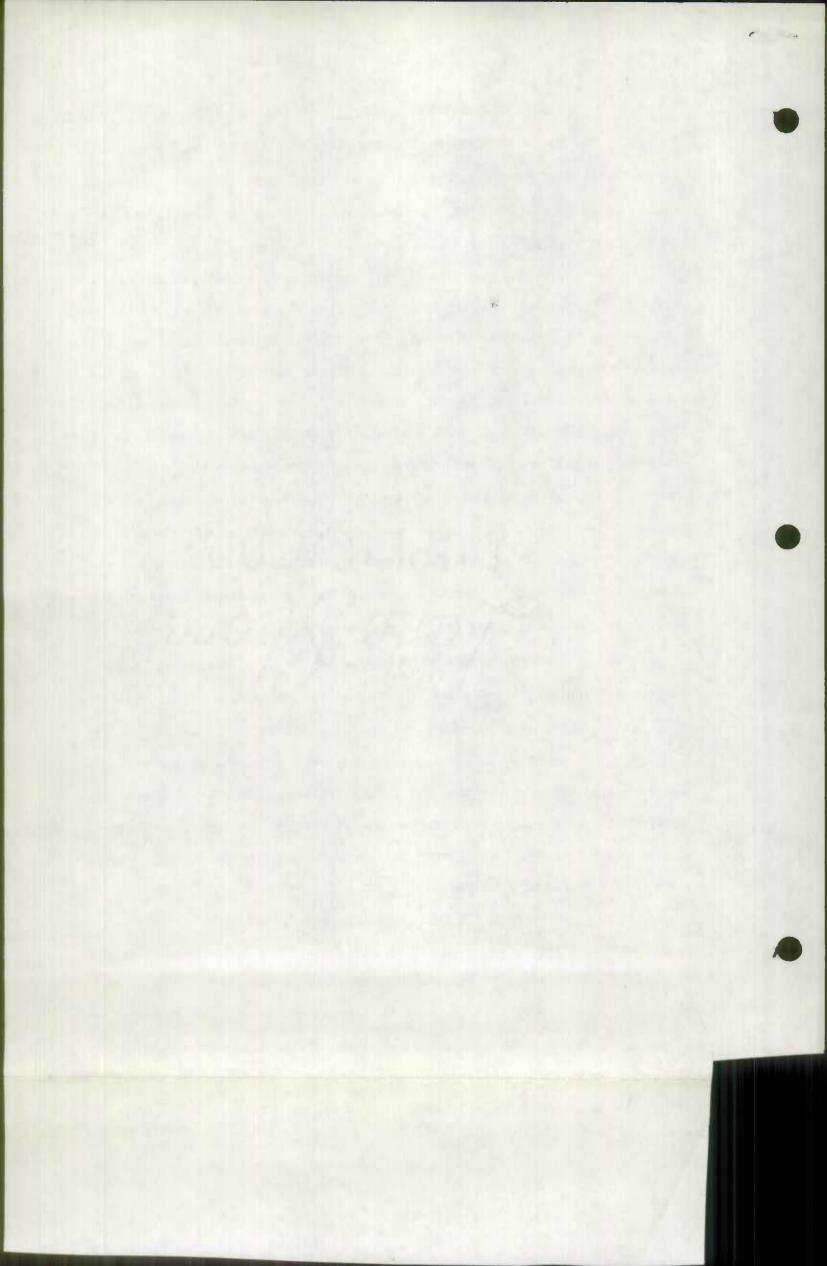
Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part and the Town of Rising Sun hereinafter referred to as "Town", party of the second part.

WHEREAS, under authority contained in Transportation Article - Title 8-304 of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway, or portion thereof, with the Governing Bodies of the several political subdivisions of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Political Subdivisions of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland for the purpose of reducing the cost of road maintenance; and,

WHEREAS, it has been determined that the conveyance of the subject section of State Highway to the Municipal Road 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 maintained by the "Highway Administration" to the "Town", party of the second part, and the "Town" has agreed to accept same as an integral part of the Municipal Road System.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of \$1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the "Highway Administration", party of the first part does hereby transfer unto the "Town" and the "Town", party of the second part, does hereby accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of State road for maintenance purposes, as part of the "Municipal Road System".



Md. 811 (Wilson Avenue) - from the corporate limit

of Rising Sun northerly to

Md. 273. A total distance

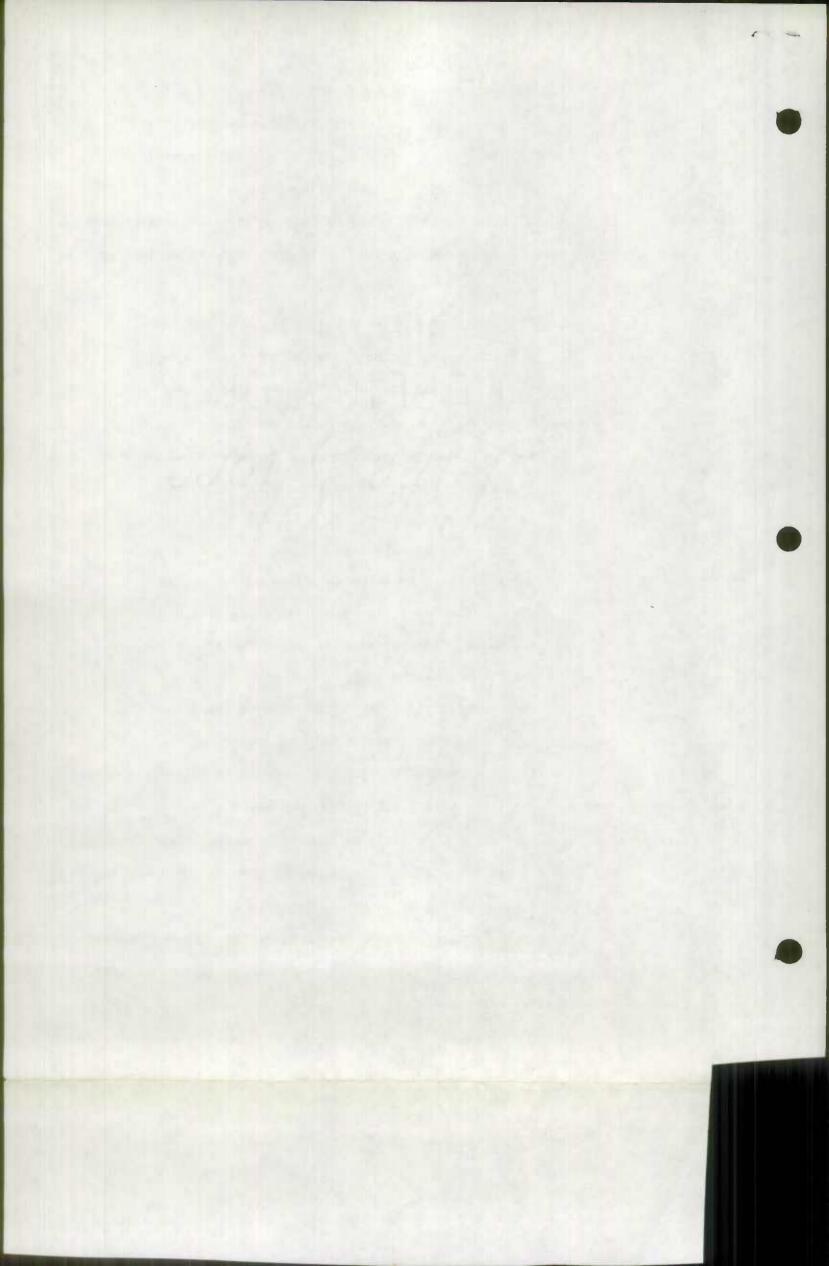
of 0.19+ mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of State road is subject to the following conditions.

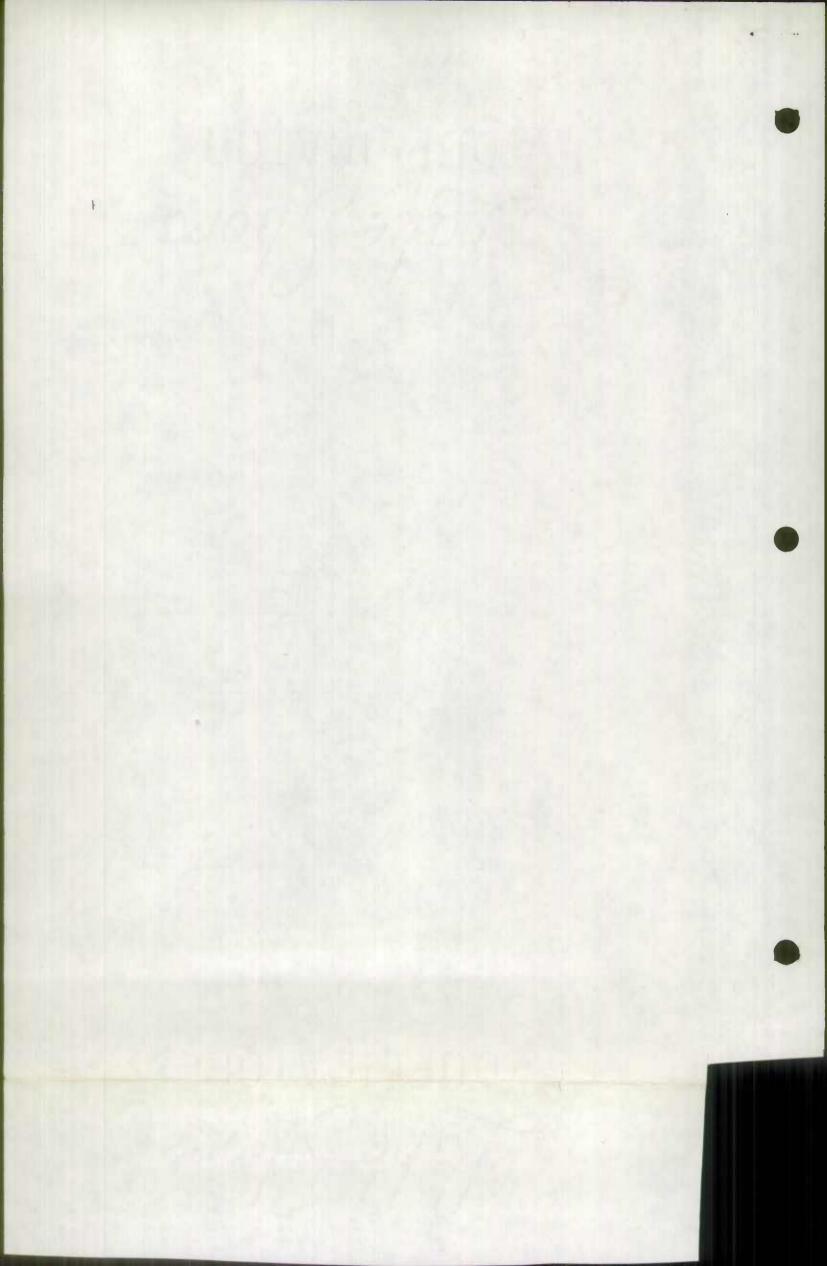
- The effective date of transfer shall be upon complete approval and execution of this agreement.
- 2. The aforegoing mileage will be included in the Town's road inventory as of December 1, 1978.
- 3. The basis for the allocation of funds will include the additional 0.19+ mile in the allotment to the Town beginning July 1, 1979.
- 4. The transfer of said road is made on an as-is-basis which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.
- 5. The "Town" accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration", party of the first part, will hereafter prepare a deed of conveyance, for the above described section of State maintained highway, to the "Town", party of the second part, subject to the approval of the State Highway Administration and the Board of Public Works of Maryland.

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



Recommended for Approval: Bureau of Highway Statistics THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION WITNESS: Director, Office of Planning & John a Sitt Preliminary Engineering Approved as to form and legal sufficiency this day of 19 79 cellen /8 Administrative Special Attorney Town of Rising Sun WITNESS: By: Charltonh Poist.
Mayor Mary Low Benjamin Approved as to form and legal sufficiency this 5th day of 1978 Town Attorney





## Maryland Department of Transportation

State Highway Administration

Lowell K. Bridwell Secretary M. S. Caltrider Administrator

May 7, 1982

Dixie Construction Company 3945 ProspectRoad Street, Maryland 21160

Gentlemen:

RE: Contract No. <u>CE-640-501-277</u>
Base Widening and Resurfacing
Md. Rte. 812 from Md. Rte. 213
to Md. Rte. 213 at Cherry Hill.

Was this Completed!

You are hereby notified to proceed with the prosecution of subject contract on or before May 17, 1982.

Very truly yours,

elifford T. Carter, Deputy Chief Engineer - Operations

FOR: William K. Lee, III. Chief Engineer

CIC: tj

Copy: Chief Engineer

MAY 10 1982

BUREAU OF HIGHWAY

STATISTICS

Min. Fila Copy

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

November 22, 1978

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated November 20, 1978 between the State Highway Administration and Cecil County, Maryland relative to transfer by the State to Cecil County, Maryland of the following described section of State constructed road subject to the conditions more fully set forth in the agreement.

Md. 812 - from Md. 213 south of Molitor Rd. (Co. 180) to Md. 213 north of Elk Mills Rd. (Co. 181), a total distance of 1.11 miles. +

Md. 812-A - from Md. 812 northerly to road end, a total distance of 0.05 mile  $\pm$ .

Said agreement had previously been executed by the County Executive for Cecil County, Maryland and approved as to form and legal sufficiency by Admistrative Special Attorney, Norman Polski.

cc: Mr. F. Gottemoeller

Mr. H.G. Downs

Mr. A.W. Tate

Mr. A.L. Gardner

Mr. H. Kassoff

Mr. J.N. Day

Mr. C.W. Reese

Mr. J.M. Wright

Mr. T. Hicks

Mr. R.C. Pazourek

Mr. W. F. Lins, Jr.

Mr. E.J. Dougherty

Mr. C.P. Hyatt

Mr. E.S. Freedman

Mr. C. Lee

Mr. P.S. Jaworski

Mr. J.T. Neukam

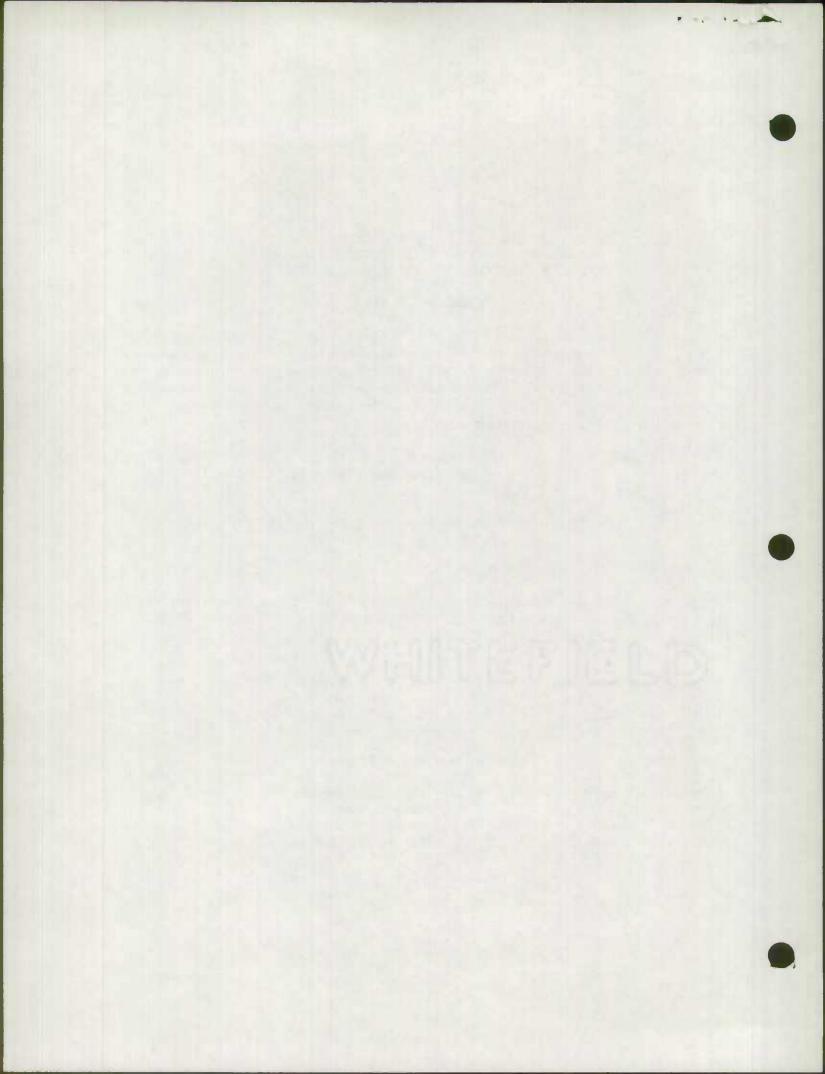
Mr. R.C. Davison

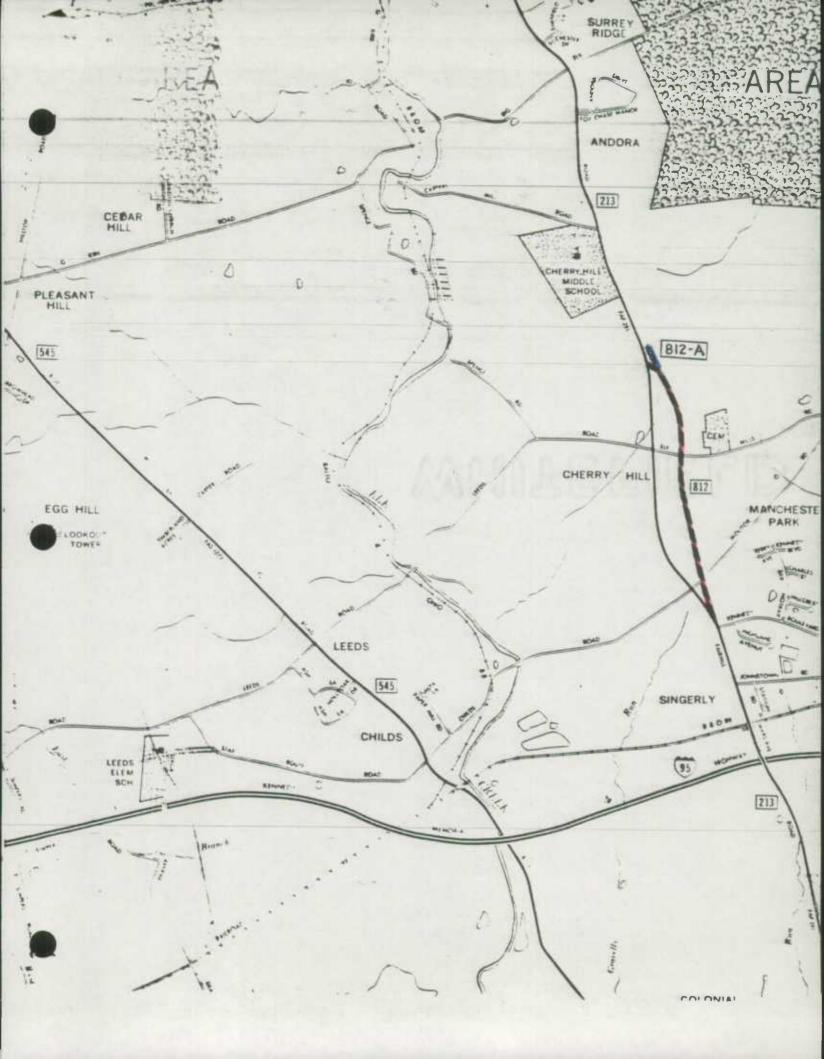
Mrs. E.K. Roche

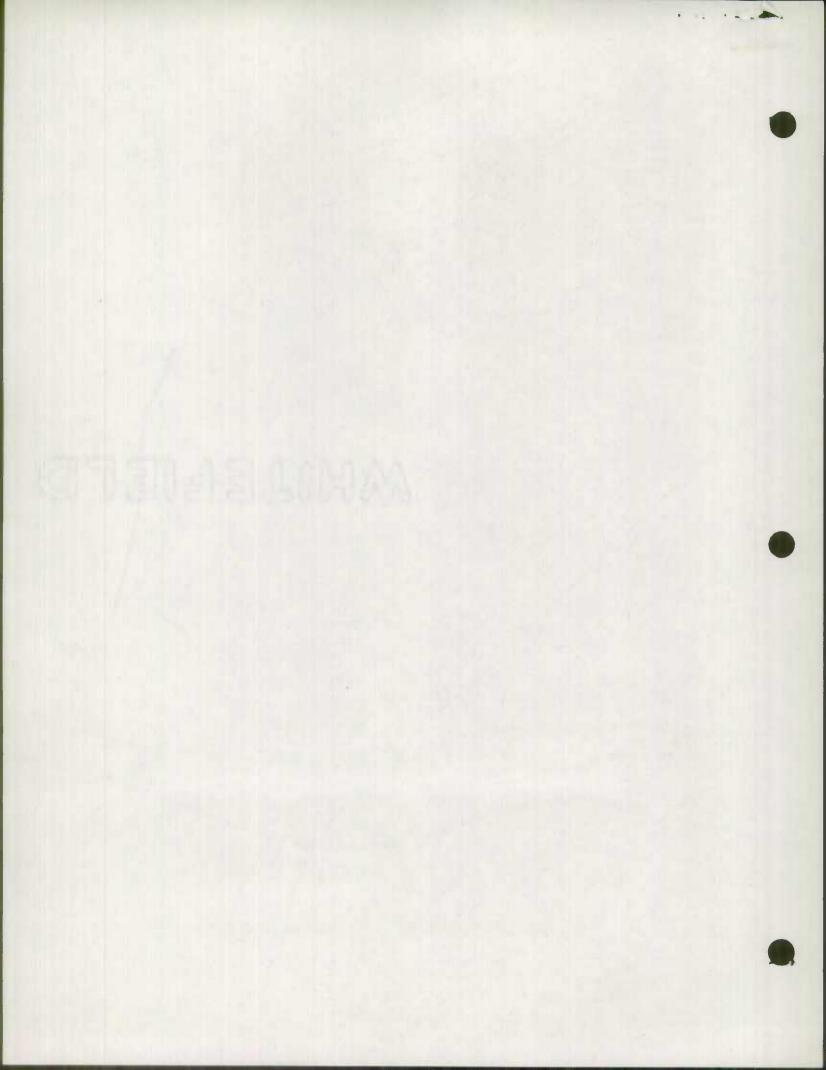
Cecil County

Secretary's File

S.H.A. Cecil County







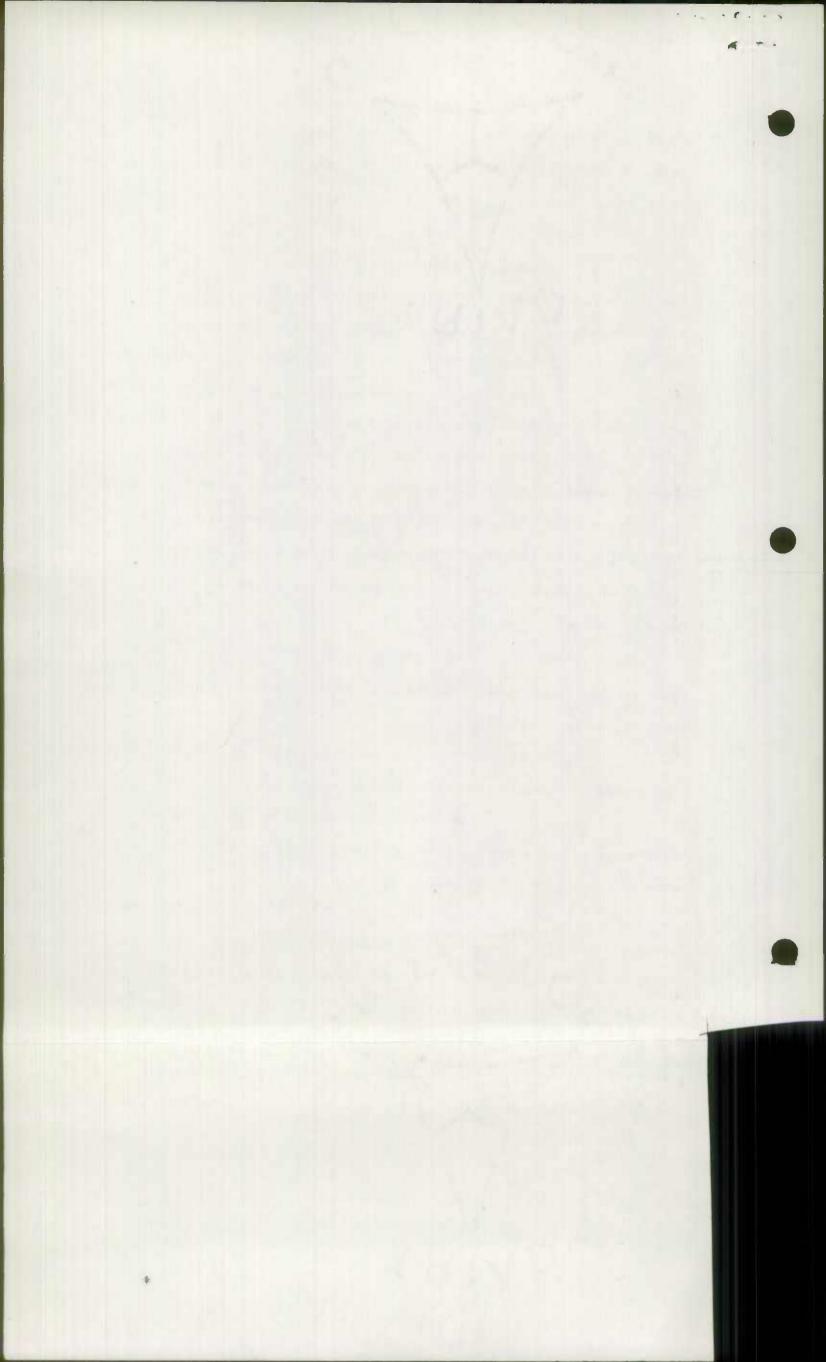
THIS AGREEMENT made this 20th day of November 19 18 by and between the State Highway Administration of the Department of Transportation of Maryland hereinafter referred to as "Highway Administration" party of the first part and Cecil County Maryland, hereinafter referred to as "County" party of the second part.

WHEREAS, under authority contained in Transportation Article—
Title 8-304 of the Annotated Code of Maryland the State Highway Administration of the Department of Transportation of Maryland is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any State Highway or portion thereof, with the governing bodies of the several Political Subdivisions of Maryland, for the purpose of reducing the cost of road maintenance and the governing bodies of the several Political Subdivisions of Maryland are empowered to enter into a agreement to transfer jurisdiction over and responsibility for the maintenance of any County or Municipal road or portion thereof with the State Highway Administration of the Department of Transportation of Maryland for the purpose of reducing the cost of road maintenance; and,

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

whereas, the "Highway Administration" party of the first part, has agreed to transfer the hereinafter described section of road which heretofore was maintained by the "Highway Administration" to the "County" party of the second part, and the "County" has agreed to accept same as an integral part of the County road system.

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



Md. 812 - from Md. 213 south of Molitor Rd. (Co. 180) to

Md. 213 north of Elk Mills Rd. (Co. 181), a total

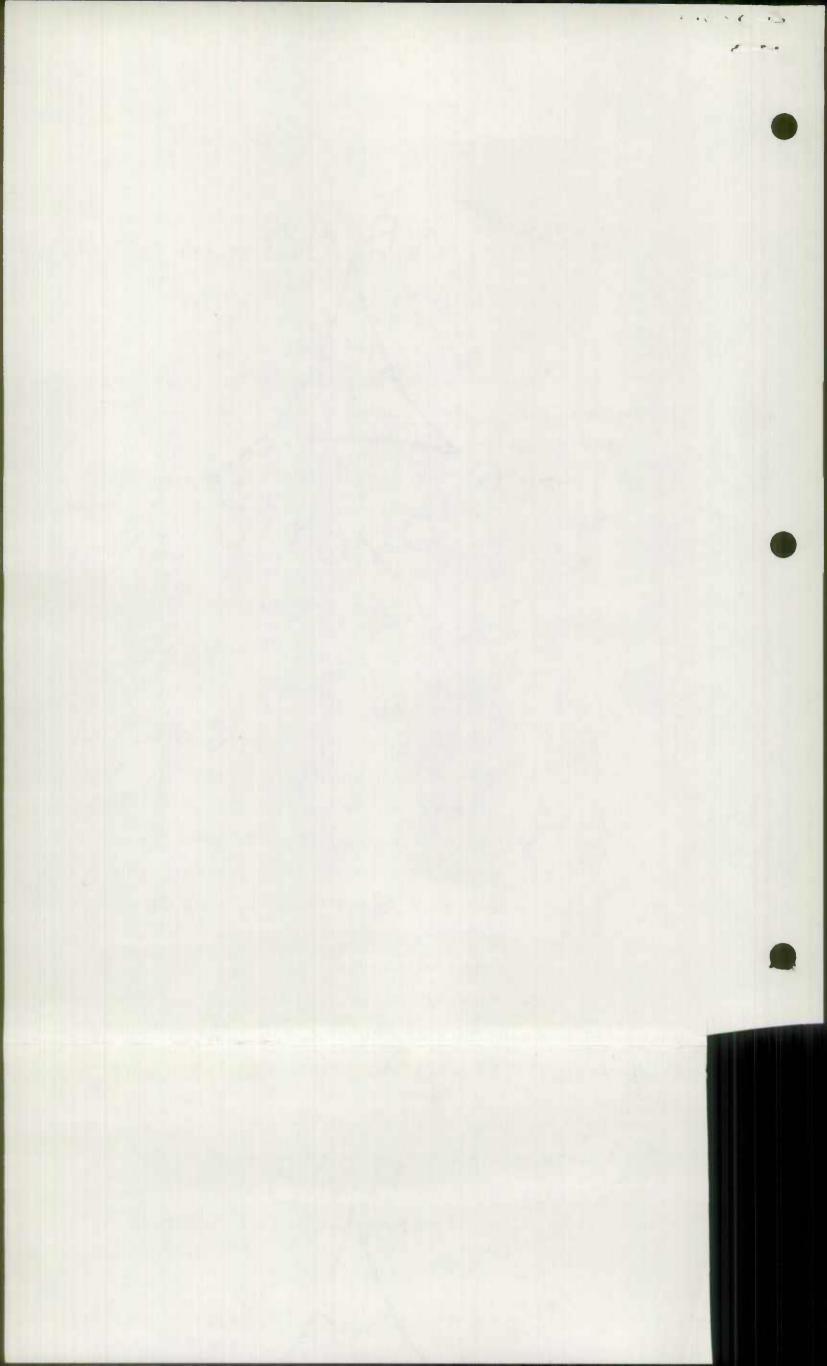
distance of 1.11+ miles.

Md. 812 - A - from Md. 812 northerly to road end, a total distance of 0.05+ mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing section of State Highway is subject to the following conditions.

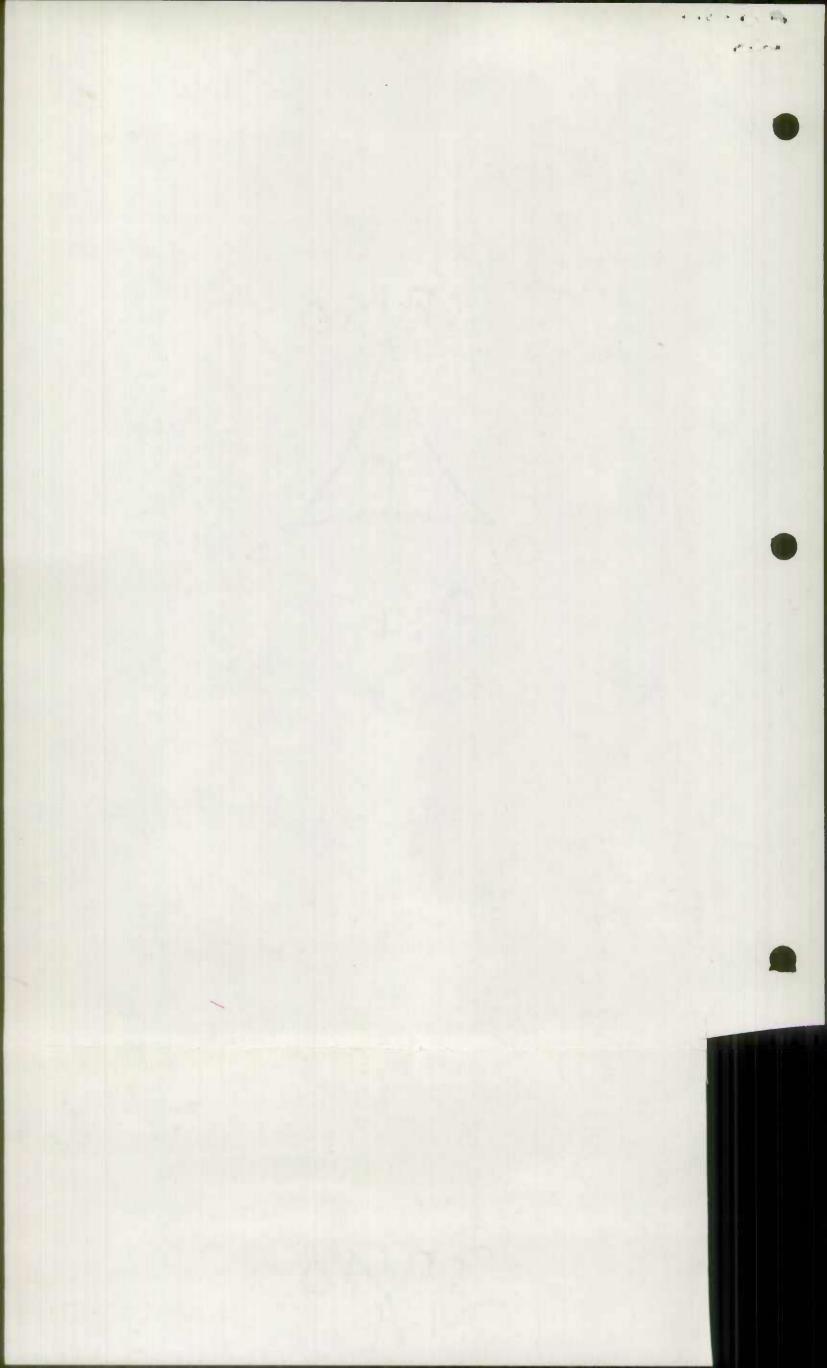
- 1. The effective date of transfer shall be upon completion of the resurfacing contract as awarded by the State Highway Administration.
  - 2. The aforegoing mileage will be included in the "County's" road inventory as of December 1st of the year following the completion of the resurfacing contract as set forth in item 1 above.
  - 3. The basis for the allocation of funds will include the additional 1.16 miles in the allocation to the "County" beginning July 1st of the year following the December 1st date as set forth in item 2 above.
  - 4. The transfer of said road is made on an as-is-basis which pertains to the existing rights of way and to the existing condition of the road involved including all appurtenances and bridge structures subject to the conditions as more fully described above.
  - 5. The "County" accepts jurisdiction over and the responsibility for the maintenance of said road as of the effective date of transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration", party of the first part, will hereafter prepare a deed of conveyance for the above described section of State maintained highway, to the "County" party of the second part, subject to the approval of the State Highway Administration and the Board of Public Works of Maryland.



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

the day and year first mentioned above.	
Recommended for Approval:	
Chief, Bureau of Highway Statistics	THE STATE HICHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION
WITNESS:	By:  Director, Office of Planning and Preliminary Engineering
	Approved as to form and legal sufficiency this day of 19  Administrative Special Attorney
	CECIL COUNTY, MARYLAND
Mildred O McHurk	By: Mary A. Maloneys
Recommended for Approval:	Approved as to form and legal sufficiency this 6 day 95
Director of Public Works	1



Min File

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

February 25, 1976

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated February 25, 1976, between the State Highway Administration and Cecil County, Maryland, relative to transfer by the Administration to the County of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement:

Md. 699B - From Md. 272 South of Calvert, Northerly to Md. 273 for a distance of approximately 0.55 + mile.

Md. 809 - From Md. 273 West of Calvert, Easterly to the junction of Md. 272 for a distance of approximately 0.44 + mile.

Said agreement had previously been executed by the President of the Board of County Commissioners of Cecil County, 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. J. Hajzyk

Mr. C. W. Reese

Mr. C. E. Caltrider

Mr. T. Hicks

Mr. J. M. Wright

Mr. R. C. Pazourek

Mr. E. S. Freedman

Mr. T. L. Cloonan

Mr. E. J. Dougherty

Mr. C. Lee

Mr. P. S. Jaworski

Mr. J. T. Neukam

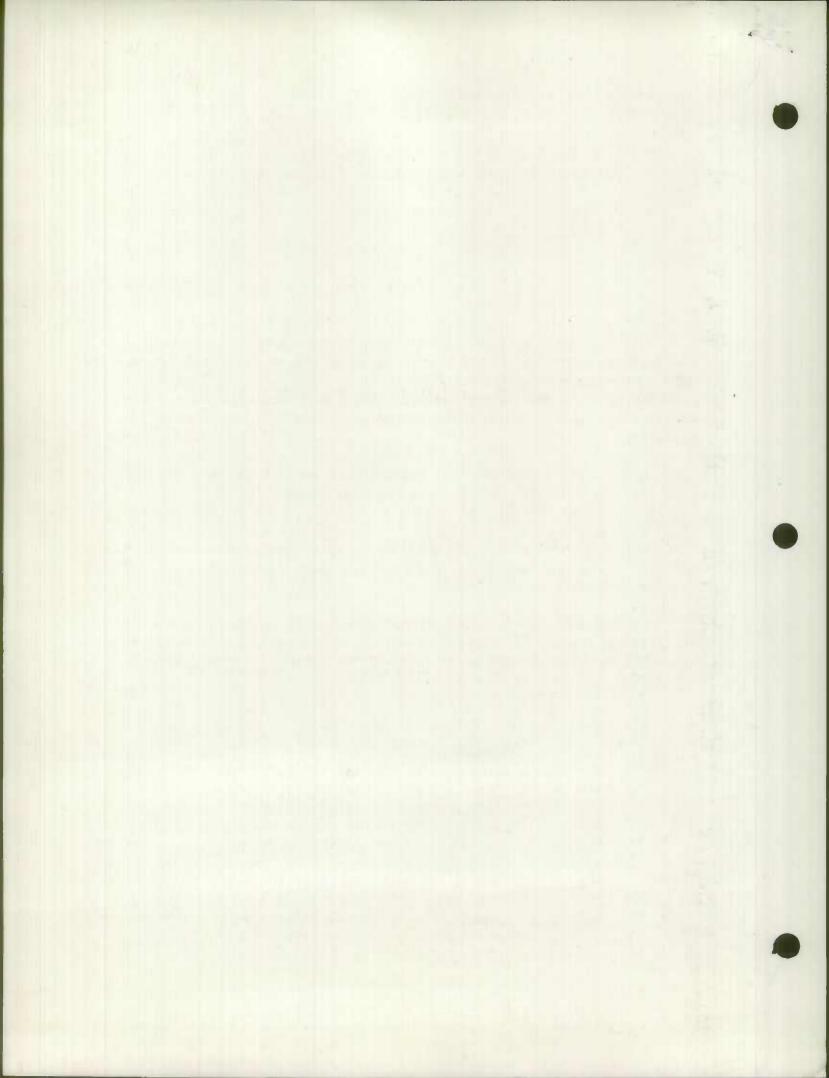
Mr. R. C. Davison

Mrs. E. K. Roche

Cecil County

Secretary's File

SHA - Cecil County File



THIS AGREEMENT made this 25th day of Tehrond 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 Cecil County, Maryland, hereinafter referred to as "County," party of the second part.

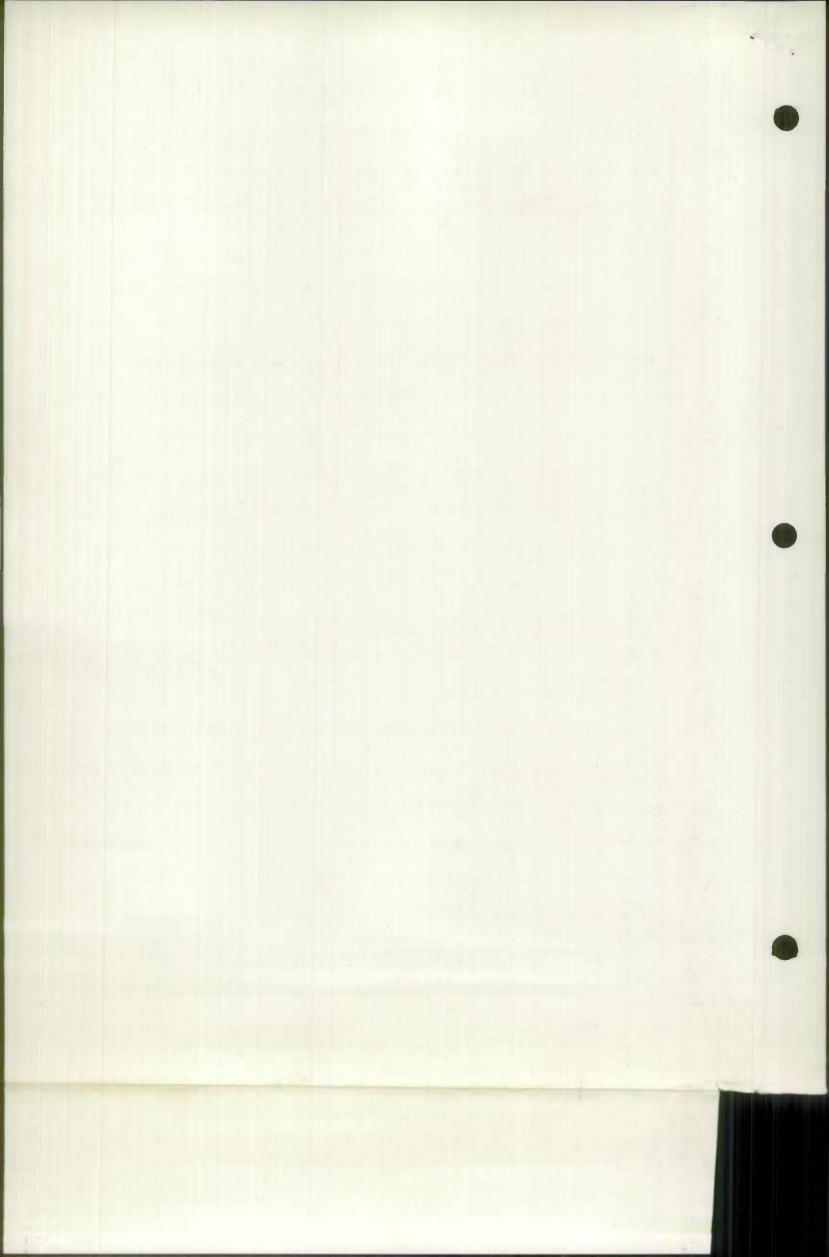
WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof, to the governing bodies of the several Counties of Maryland, 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, and,

WHEREAS, the "Highway Administration," party of the first part, has agreed to transfer the hereinafter described sections of roads which heretofore were constructed by the State to the "County," party of the second part, and the "County" has agreed to accept the same as an integral part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged the "Highway Administration," party of the first part, does hereby transfer, convey and 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 sections of State constructed roads as a part of the County Highway System:

Md. 699B • From Md. 272 South of Calvert Northerly to Md. 273 for a distance of approximately 0.55 + mile.

Md. 809 - From Md. 273 West of Calvert Easterly to the junction of Md. 272 for a distance of approximately 0.44 + mile.



IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the conveyance of the aforegoing sections of the State Highways are 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, 1976.
- The basis for the allocation of funds will include the additional 0.99 miles in the allocation to the County beginning July 1, 1977.
- The transfer of said roads are made on an "As-Is-Basis" which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION WITNESS: Chil P. Hus Preliminary Engineering Approved as to form and legal sufficiency APPROVED: this 24th day of february, 1976. Chief, Bureau of Highway Statistics

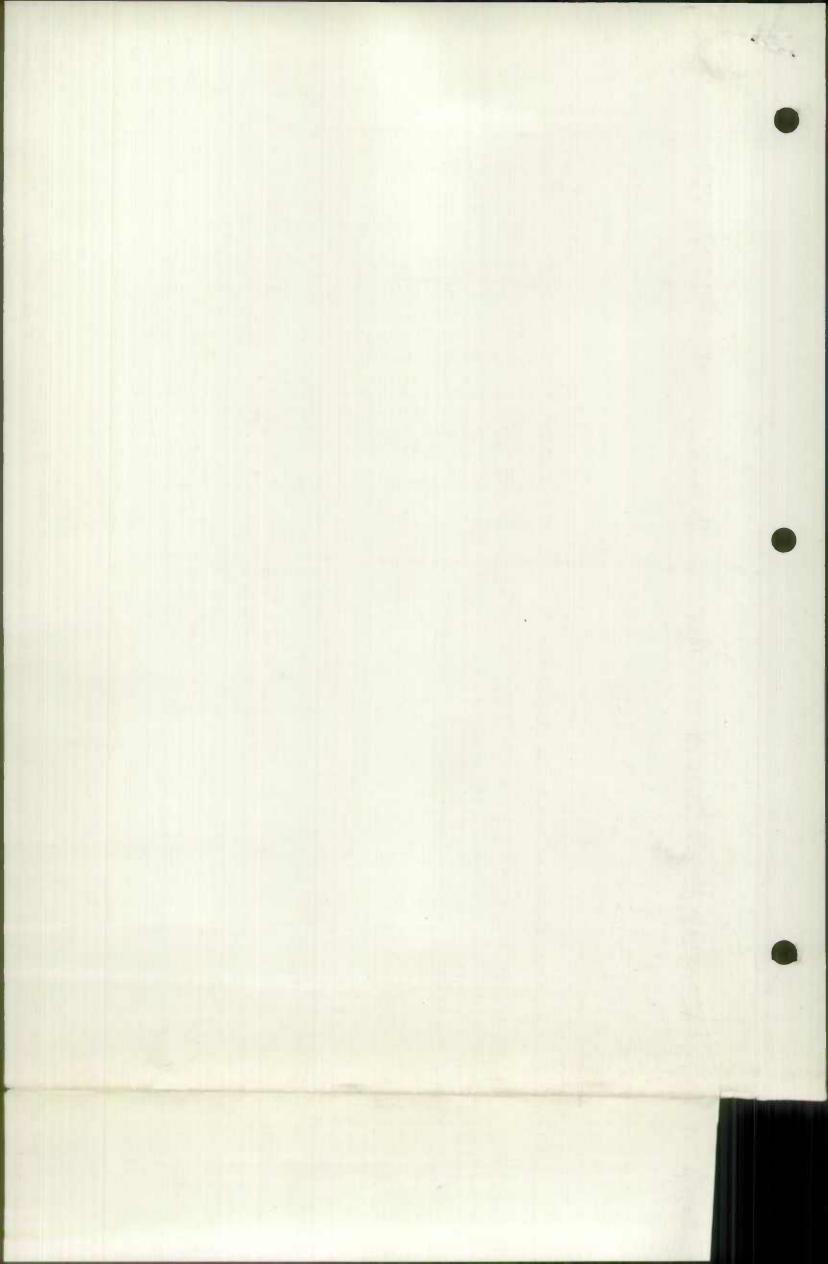
ATTEST:

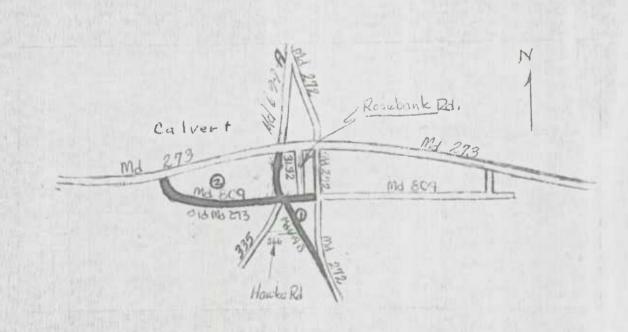
The Board of County Commissioners Cecil County, Maryland roulder

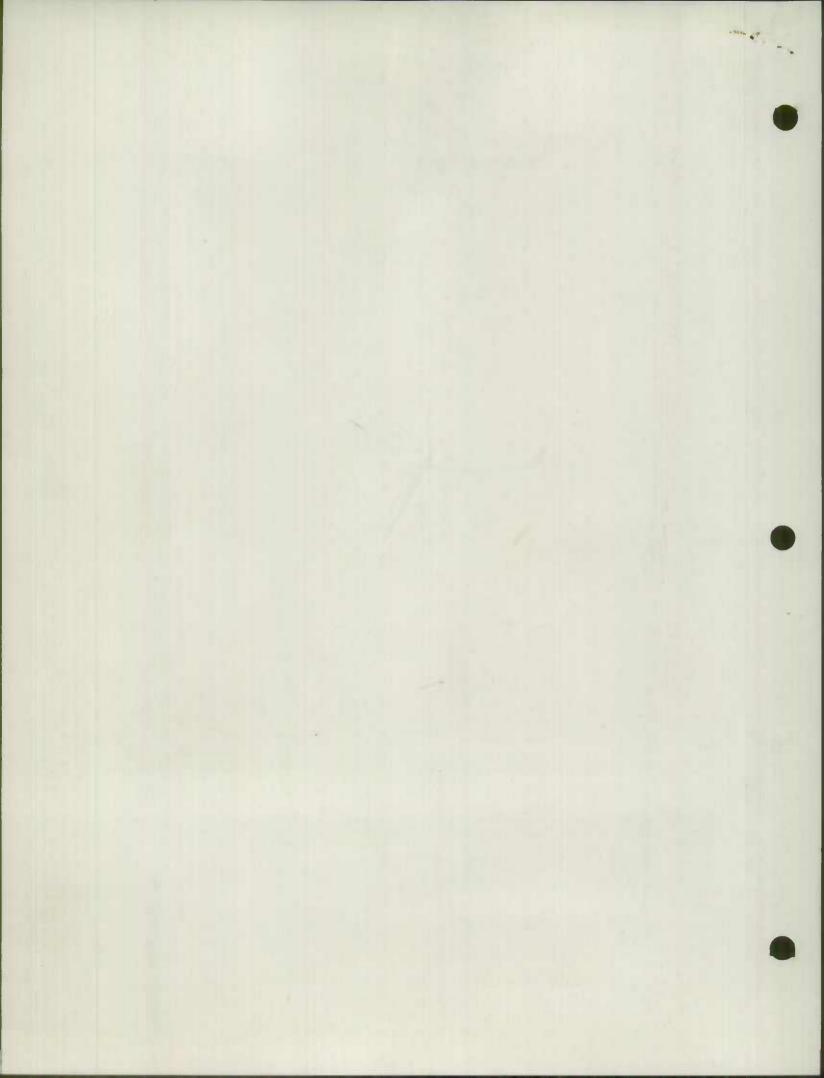
APPROVED:

Approved as to form and legal sufficiency this // day of february, 1976 L. Doulder

Wm. 1) Calord 2/11/76







# MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS TUESDAY, JUNE 25, 1974

Administrator Evans executed the following deeds dated June 25, 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 and easement as indicated and as more fully described in the deeds:

Constitution of the Consti	Conveyance	Accordance With		
Baltimore County, a Body Corporate and Politic	11,982+ sq. ft. of land (Relocated Padonia Road, Baltimore-Harrisburg Expressway to York Road) easement and right of way in Baltimore County for supporting slopes and drainage across excess land of former Joseph R. Brown property, Item 47547, Contract B-787-1-417	Revised deed to include fee and easement areas		
Mark J. Connor and Sara E., wife  MD 267 A	0.82+ acre of land in Cecil County, being part of the bed of the road of former Md. 267 between station 109+32 and station 117+89, Item 62990 Contract Ce-049D	Option, Item 62990 Contract Ce-496-1-276		
City of Bowie, Maryland	48.3+ acres of land in Prince George's County, being portion of former Geroge Wells property, Item 17229, Contract P-631-13-315	Request of grantee, subject to reverter clause included therein		

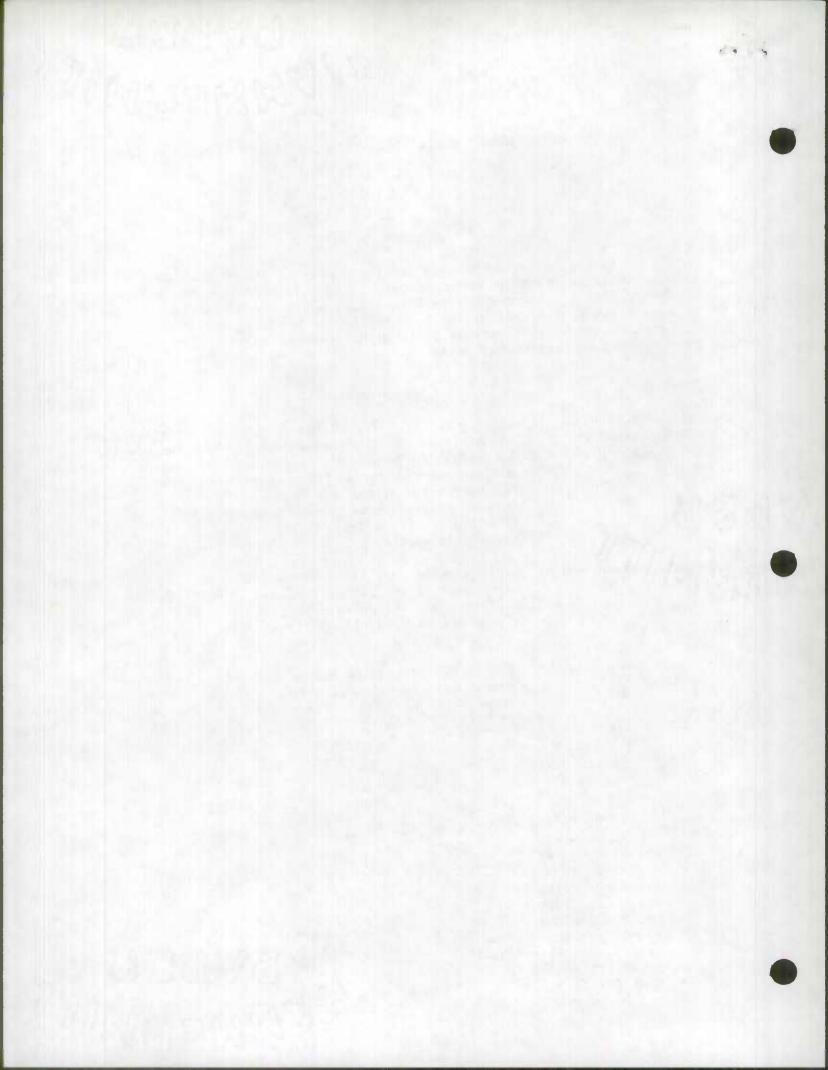
Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. C. W. Reese
Mr. R. S. Bennett
Mr. H. B. Felter
Mr. T. L. Cloonan
Mr. D. H. Fisher
Bd. of Public Works of Md.
Secretary's file #55161
Secretary's file (2)
Contract file (3)

Grantee

Secretary's File

No. 55213

grig to forthe



(A)

FORM SHA-63.0-26D (Rev. 5-10-73) STANDARD DEED (1)

THIS DEED, Made this 25-711 .... day of J. UNE. .... in the year 19.74....

by and between the STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and,

The BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part, hereinafter sometimes called the "GRANTORS"; and,

### MARK J. CONNOR and SARA E. CONNOR, his wife, as tenants by the entirety

hereinafter sometimes called the "GRANTEE(S)".

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

CECIL

County(ies),

State of Maryland; and,

WHEREAS, the said 'Grantor' has constructed, or is about to construct (a) certain State Highway(s) and/or Bridge(s) known and designated as CE 496-1-276

RELOCATED MARYLAND
ROUTE 267 - BRIDGEOVER
PENN CENTRAL RAILROAD

and,

WHEREAS, the said "Grantor" has prepared, or caused to be prepared, (a) Right of Way Plat(s) designated as State Highway Administration's Plat(s) numbered

which Plat(s) has (have) been recorded among the Land Records of the aforesaid County(ies) in the appropriate Plat Book; and,

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

WHEREAS, the State Highway Administration has agreed, for good and valuable considerations, to convey unto the "GRANTEE(S)" herein, certain land, hereinafter described, which the "Grantor" has determined is no longer needed by it in connection with the construction, operation, maintenance, use and protection of the State Highway System; and,

WHEREAS, under the provisions of Section 6, Article 89B of the Public General Laws of the State of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any 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 (\$1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and quit claim unto

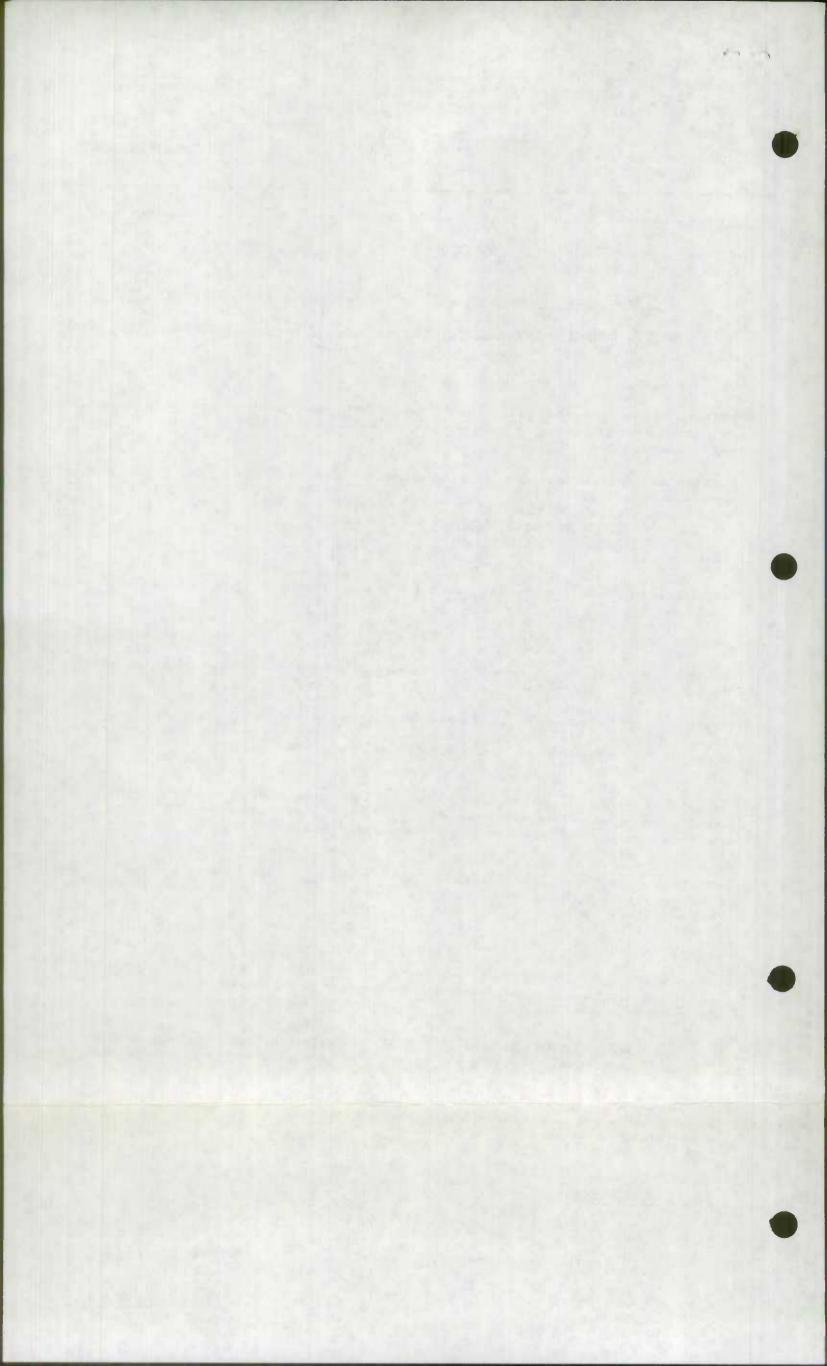
MARK J. CONNOR and SARA E. COMNOR, his wife, as tenants by the entirety, his or her assigns, and to the survivor of them, his or her heirs and assigns,

all right, title and interest of the State Highway Administration and the State of Maryland, in and to all of the following described lot(s) or parcel(s) of land, situate, lying and being in

State of Maryland, and described as follows, to wit:--

66644466550656C

Recorded August 27, 1974 Kihr WHS 336, Jolio 311. No. 55 2/3



FOR ROADS COMMISSION OF MARYLAND

TO MARK J. CONNOR SARA E. CONNOR

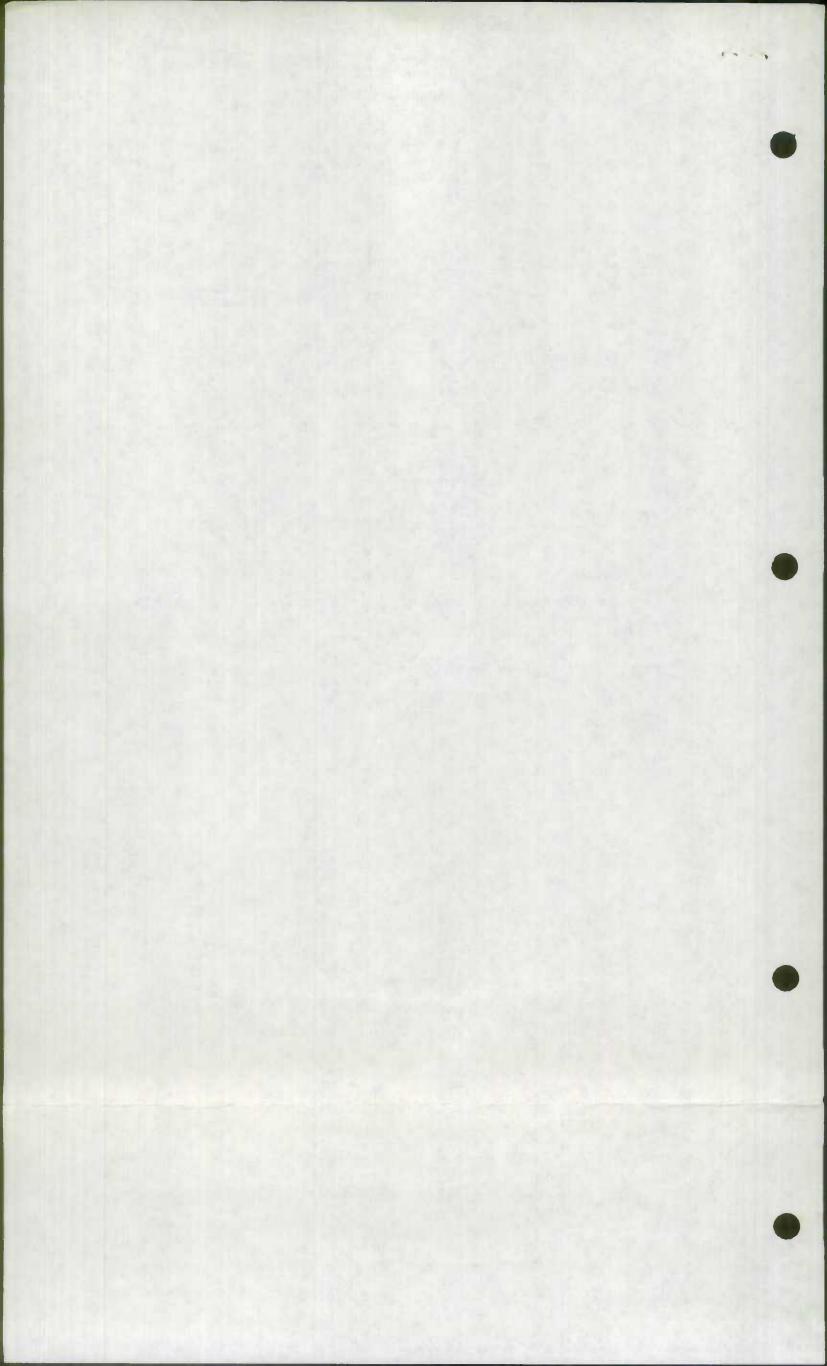
R/W Project No. Ce 496-1-276 R/W Project: Relocated Maryland Route 267-Bridge over Penn Central Railroad Re: Former Maryland Route 267 Item No. 62990

ALL RIGHT, TITLE AND INTEREST of the Grantors in and to the bed of the road of former Maryland Route 267 shown shaded thus: lying between station 109+32 and station 117+89 to the left of the base line of right of way of relocated Maryland Route 267, as said base line of right of way is delineated on the State Highway Administration-State Roads Commission of Maryland's plat numbered 44349, attached hereto and made a part hereof.

CONTAINING 0.82 ACRE PLUS OR MINUS

BEING PART OF THE BED OF THE ROAD of former Maryland Route 267

THE ABOVE DESCRIBED PARCEL OF LAND being subject to the revertible easement for supporting slopes of the State Highway Administration-State Roads Commission of Maryland shown hatched thus: 7/////// on the State Highway Administration-State Roads Commission of Maryland's plat numbered 44349, attached hereto and made a part hereof



MEMORANDUM OF ACTION OF DEPUTY STATE HIGHWAY ADMINISTRATOR WALTER E. WOODFORD, J. THURSDAY, JUNE 28, 1973

Deputy Administrator Woodford executed triplicate copies of agreement dated June 11, 1973, between The Philadelphia, Baltimore and Washington Railroad Company, the Trustees for Penn Central Transportation Company and the State Highway Administration, whereby the Railroads grant to the State certain rights, as more fully outlined in the agreement, in connection with the elimination of Louisa Lane grade crossing in Charlestown by construction of a new highway bridge on relocated Md. 267 (Heisler's) over the tracks of the Penn Central Transportation Company in Cecil County, Contract Ce-h94-278; Ce-h96-1-278.

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

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

Mr. H. G. Downs

Mr. R. M. Thoupson

Mr. L. F. McCarl

Mr. J. M. Wright

Mr. R. J. Hajzyk

Mr. P. R. Miller

Mr. W. L. Shook

Mr. W. F. lins, Jr.

Mr. R. C. razourek

Mr. H. H. Bowers

Mr. R. H. Trainor

Mr. T. Hicks

Mr. E. J. Dougherty

Mr. T. L. Cloonan

Mr. E. K. Lloyd

Mr. H. B. Felter

Secretary's File

SHA-Cecil County file

Contract Ce-494-278; Ce-496-1-278

RECEIVED

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Copy: Mr. W. E. Woodford, Jr.
Office of Planning & Safety
Mr. G. W. Cassell
Mr. J. M. Wright
Mr. A. W. Tate
Mr. W. L. Shook
Mr. C. E. Caltrider
Mr. P. Jaworski
Office of Finance
Mr. W. F. Lins, Jr.
Mr. E. J. Dougherty

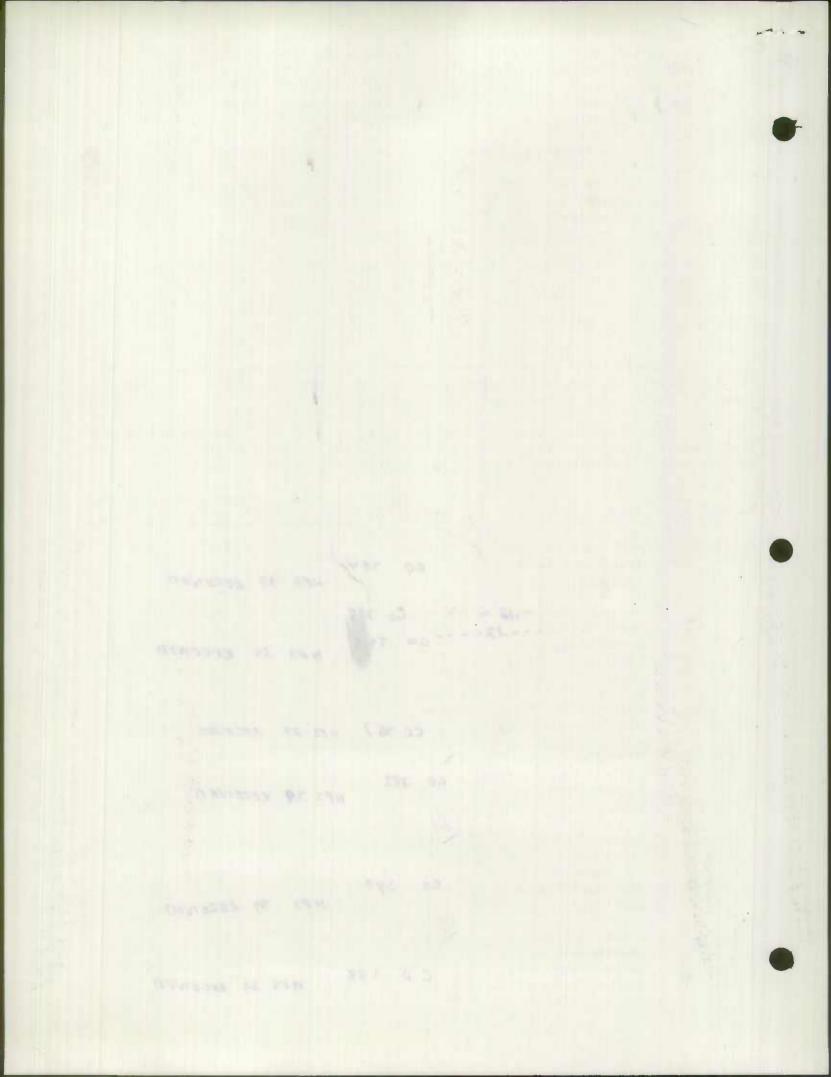
Mr. A. H. Wagener
Miss D. J. Sinners
Co. Commrs. of Cecil County
Co. Commrs. of Charles County
Co. Commrs. of St. Mary's County
Co. Commrs. of Talbot County
SHA-Cecil County file
SHA-Charles County file
SHA-St. Mary's County file
SHA-Talbot County file

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER WEDNESDAY, JANUARY 12, 1972

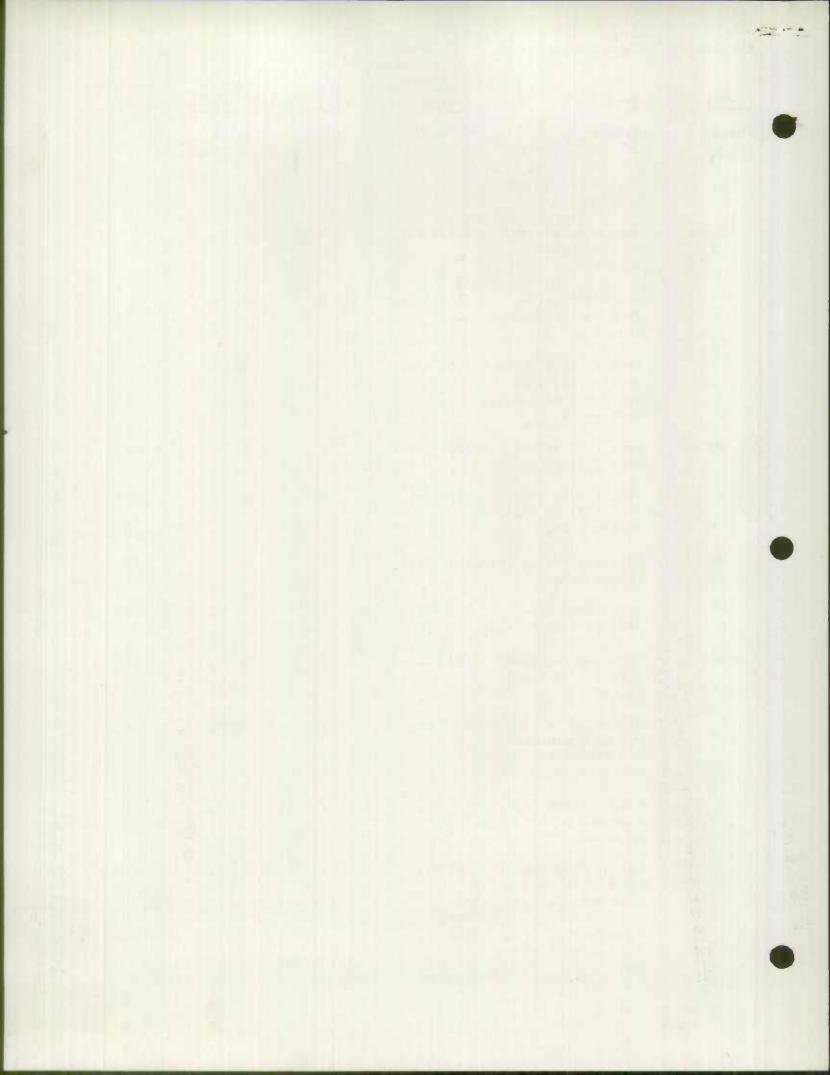
Administrator Fisher approved requests from the County Commissioners of Cecil, Charles, St. Mary's and Talbot Counties for acceptance of the following roads for maintenance in the County Road Systems.

Road Condition Survey Reports submitted by District Engineers Wright and Tate indicate that these roads have been accepted and recorded by the County Commissioners, providing for right of way widths as set forth below:

County	Road	Length	Election District		County Key Map No.
Cecil	Mocking Bird Lane, from Hacks Point	0.15 mi. co 38°		50 ft.	2.
	to South		HPS	39 RECEIVE	
П	Peacock Lane, -//2 Robin Brive,/2 Arrow Head, from	-0.27 mi. Co 38:	5 7	50 ft.	3
	Arrow Head, from Craigtown Road to West	- 60 386	17 PS	39 RECEIV	<sup>(2</sup> <u>(</u> )
88	Otter Point, from Old Elk Neck to East	CO 38 7	3 HPS 39	50 ft. RECEIVED	4
н	Riverside Drive (Gilpin Farms), from	0.20 mi.	3	50 ft.	1
	Ricketts Mill to Vest	27	HPS 39	RECEIVED	
tt.	Appleton Glen Development - N. Edgewood Drive,		4	50 ft.	9
	from Appleton to	Co 389	14 PS	39 RECEIVE	
II .	Appleton Glen Development -	0.15 mi.	4	50 ft,	
	S, Edgewood Drive, from Appleton to Nor	c 0 38	8 190	5 39 RECEIV	PED



County	Road	Length	Election District	Proposed R/W Width	
Charles	Streets in St. Charles City Section III-D, from Section III-C to Section III-A	1.62 mis.	6	50 to 60 ft.	-
- 11	Hanson Road, from Hanson Rd. to Dead End	806.7 feet	6	50 ft.	
38	Westfield Drive, from Hanson Road to Dead End	1343.3 feet	6	50 ft.	
12	Country Club South Section II, from Section I to Country Club South		8	50 ft.	
St. Mary's	Ext. Lynn Drive, from 3473 to end	632 feet	8	50 ft.	4324
18	Ext. Thomas Drive, from 3473 to 4325 Williams Dr.	387 feet	8	60 ft.	3474
<b>bb</b>	Williams Drive, from Thomas to End	1757 feet	8	50 ft.	4325
1)	Bryan Road, from 3473 to 4325 to end	450 feet	8	50 ft.	4326
lalbot	Swann Haven, from Rte. 328 to South to End	.62 mi.	1	50 ft.	6-71
11	Ripley, from Cedar Pt. to southwest and return to Cedar Pt. Road	0.52 mi.	1	40 ft.	7-71
11	Ext, of Deep Neck, from end of blacktop to woods	0.5 mi.	2	50 ft.	8-71
H	Haley, from Glebe Creek Road to west 2/10 mile at end	0.2 mi.	1	50 ft.	9-71
0.3	Kennedy St., from Rte. 50 to East to End	0.2 mi.	1	50 ft.	10-71



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MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER THURSDAY, SEPTEMBER 9, 1971

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Administrator Fisher approved recommendation by Chief Engineer Woodford for application to AASHO as follows:

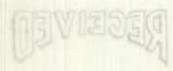
- Re-designate existing U. S. Route 213, from U. S. Route 50 at Wye Mills to U. S. Route 40 at Elkton, as Md. Route 213.
- 2. Re-designate existing Md. Route 280, from U. S. Route 40 at Elkton to Pennsylvania State Line, as Md. Route 213.

SEP 17 1971

BUREAU OF

HIGHWAY STATISTICS

Copy: Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. C. P. Hyatt
Mr. L. C. McCarl
Mr. G. W. Cassell
Mr. M. M. Brodsky
Mr. J. M. Wright
Mr. T. dicks
Mr. G. N. Lewis, Jr.
SHA-Name Designations file
SHA-Cecil County file



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BUREAU OF CHICHES



BUREAU OF HIGHWAY STATISTICS

property.

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR DAVID H. FISHER THURSDAY, JULY 16, 1970

Chairman-Director Fisher approved a request from Right of Way Division Chief Yost to quitclaim a section of existing Md. 273 from Sta. 10 to Sta. 17+ during negotiations with the owners of Fair Hill, Inc. (the Hillian Duront Family), Item 62597, Contract CE-396-14-271, in exchange for additional right of way required from said

Copy: Mr. H. G. Downs

Mr. L. M. Yout, Jr.

Office of Special Services

Mr. J. H. Wright

Mr. B. W. Cassell

Secretary's File

Contract CE-396-14-271

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## EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEIGHTSDAY, APRIL 8, 1970

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On motion of Mr. Price, seconded by Mr. Evens, the Commission approved a request from the County Commissioners of Cacil County for acceptance of the following roads for maintenance in the Cacil County Roads System.

Road Condition Survey Reports submitted by District Engineer Fright indicate that these roads have been accepted and recorded by the County Commissioners, providing for right of way widths as set forth below:

Road	Length	lection listrict	Proposed R/W Width	County Key
Kennedy Elvd. & Co 373 highland Avenue, from C Rt. 280 to Sant		3	50 ft.	3 11PS 37 Recoved
Appleton Acres, from (a) Rt. 273 to North (b)	571	<u>l</u> s	50 ft.	1 1.25 39 Received
Raren Drive, from Rt. 27h to East 6375		9	50 ft.	5 hps 34 Received
River Road at Co 375 Hances Foint Co 376 Lo 377	0.90 mi.	5	Loft.	4 hps 39 Record

Copy: Er. M. B. Boomford, Jr.

Office of Flamming Safety

Er. G. W. Casaell

Er. J. M. Fright

Er. J. M. Boomky

Er. F. R. Miller

Er. J. M. Lewis, Jr.

Miss D. J. Sinners

Er. J. M. Jabins

Co. Commrs. of Ceetl County

UNC-Ceetl County

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State to County Co 447 448



CERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, OCTOBER 8, 1969

UCT 14 1969

BUREAU OF HIGHWAY STATISTICS

On motion of Mr. Evans, seconded by Mr. Bogley, the Commission approved and Chairman-Director Fisher executed duplicate copies of agreement dated October 8, 1969, between the State Roads Commission and Cecil County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

Md. 273 - From Rock Church Rd. (Co. 141) to Md. 280 at Fair Hill, for a distance of 0.98 mile.

Said agreement had previously been executed by Cecil County, approved as to form and legal sufficiency by Special Attorney Rogers and approved by Chief Engineer Woodford.

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

Mr. C. W. Reese Mr. W. J. Addison

Mr. H. G. Downs Mr. L. E. McCarl

Mr. M. M. Brodsky

Mr. J. M. Wright (2)

Mr. W. L. Shook (2)

Mr. L. A. Yost, Jr. (2)

Mr. G. N. Lewis, Jr.

Mr. T. Hicks

Mr. P. R. Miller (2)

Mr. G. W. Cassell

Mr. E. K. Lloyd

Mr. R. M. Thompson

Mr. Charles Lee

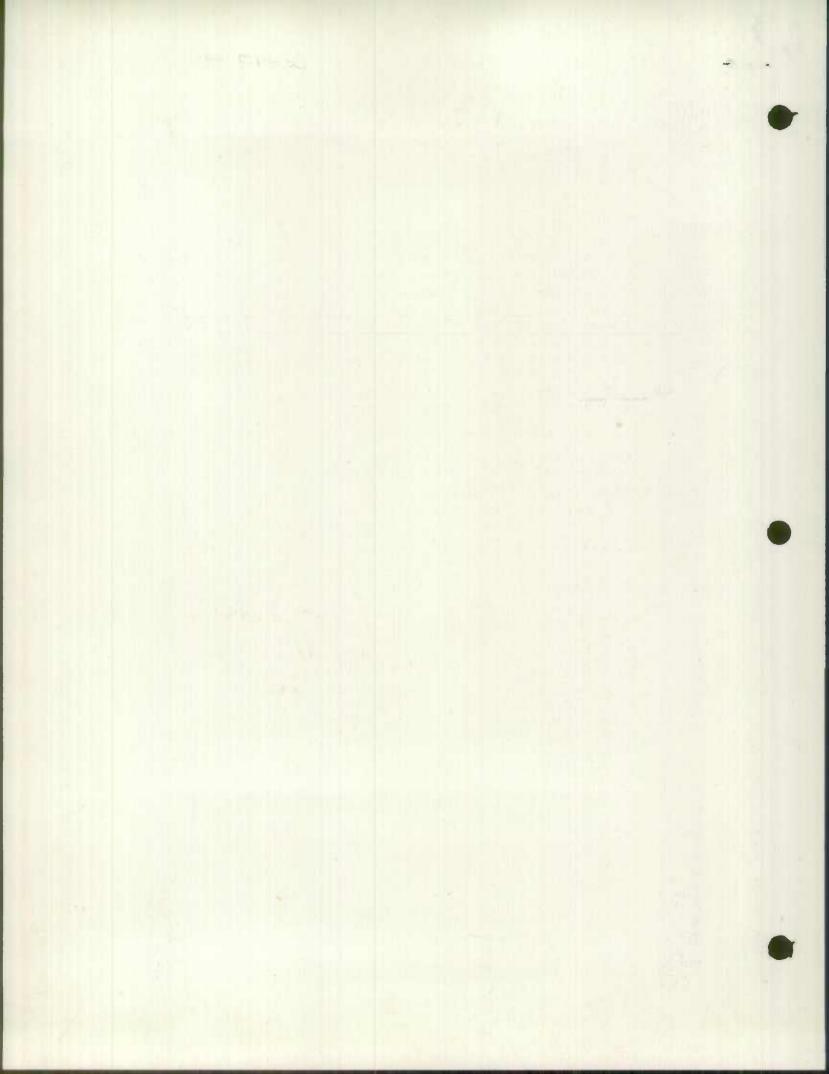
Mr. M. D. Philpot (2)

Miss D. J. Sinners

Co. Commrs. of Cecil County (2)

Secretary's File

SRC-Cecil County file



THIS AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 1969, by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Cecil County, Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer State Highways or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and

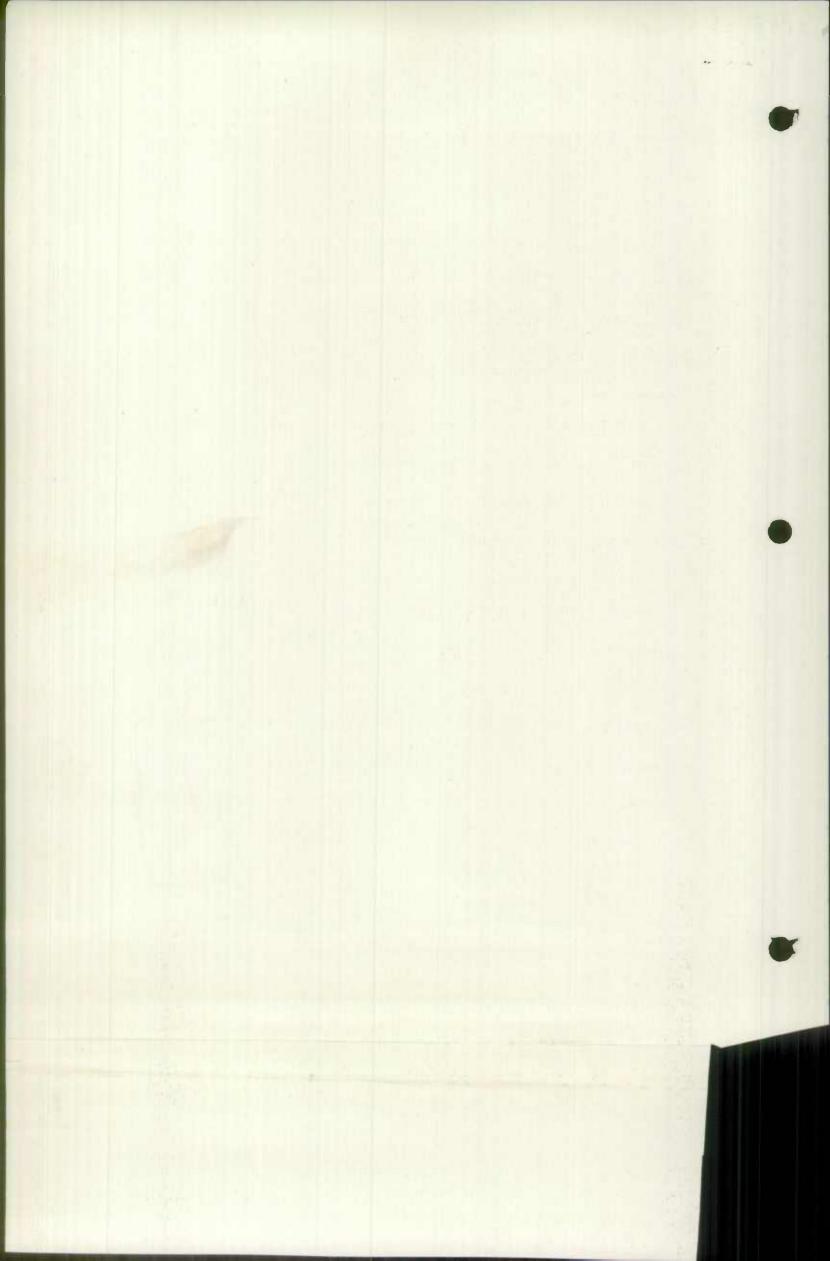
WHEREAS, the Commission, party of the first part, has agreed to transfer the following described section of road, constructed by the Commission, to the County, party of the second part, and the County has agreed to accept same for maintenance and snow removal purposes as part of the County Highway System.

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

Md. 273 - From Rock Church Rd. (Co. 141) to Md. 280 at Fair Hill, for a distance of 0.98 miles.

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

as of December 1 of the year following completion of the improvements to the new and old section of Md. 273



in the vicinity of Fair Hill.

- 2. The basis for the allocation of funds will include the additional 0.98 miles in the allocation to the County beginning July 1 of the year following the year and date set forth in Item 1 hereof.
- 3. The effective date for the transfer of this section is upon completion of the indicated improvements by the Commission as described below:

Existing Md. Route 273 - (Resurface to a width of 24<sup>+</sup> feet) from Rock Church Rd. (Co. 141) to Md. 280 at Fair Hill, for a distance of 0.98<sup>+</sup> miles,

and

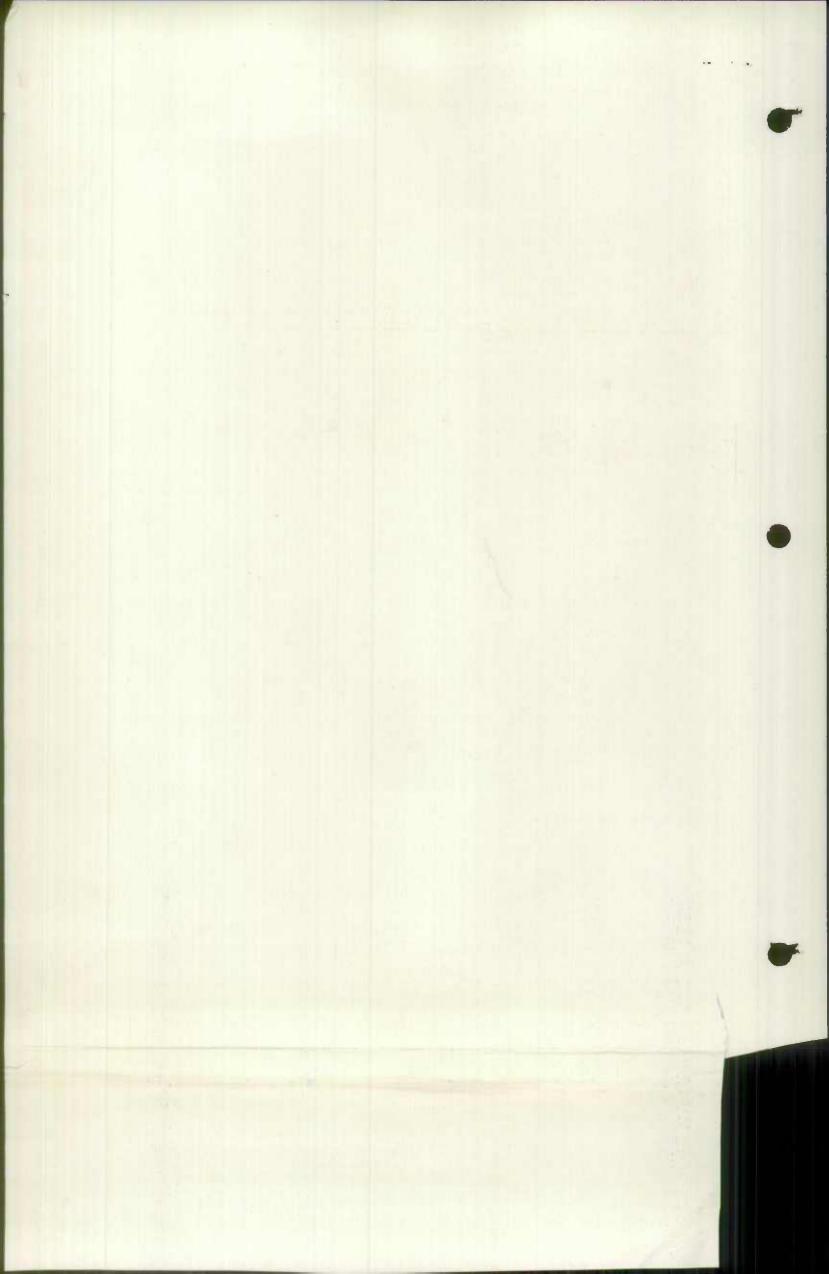
- Relocated Md. Route 273 (Construct to a width of 24<sup>±</sup> feet as specified under the Commission's Construction Contract #CE-396-11-271) from 0.2 mi. E. of Hilltop Road to 0.4 mi. E. of Md. 280, for a distance of 1.35<sup>±</sup> miles.
- 4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights of way and to the existing condition of the road involved, including all appurtenance and bridge structures, however this includes Item 3 above.

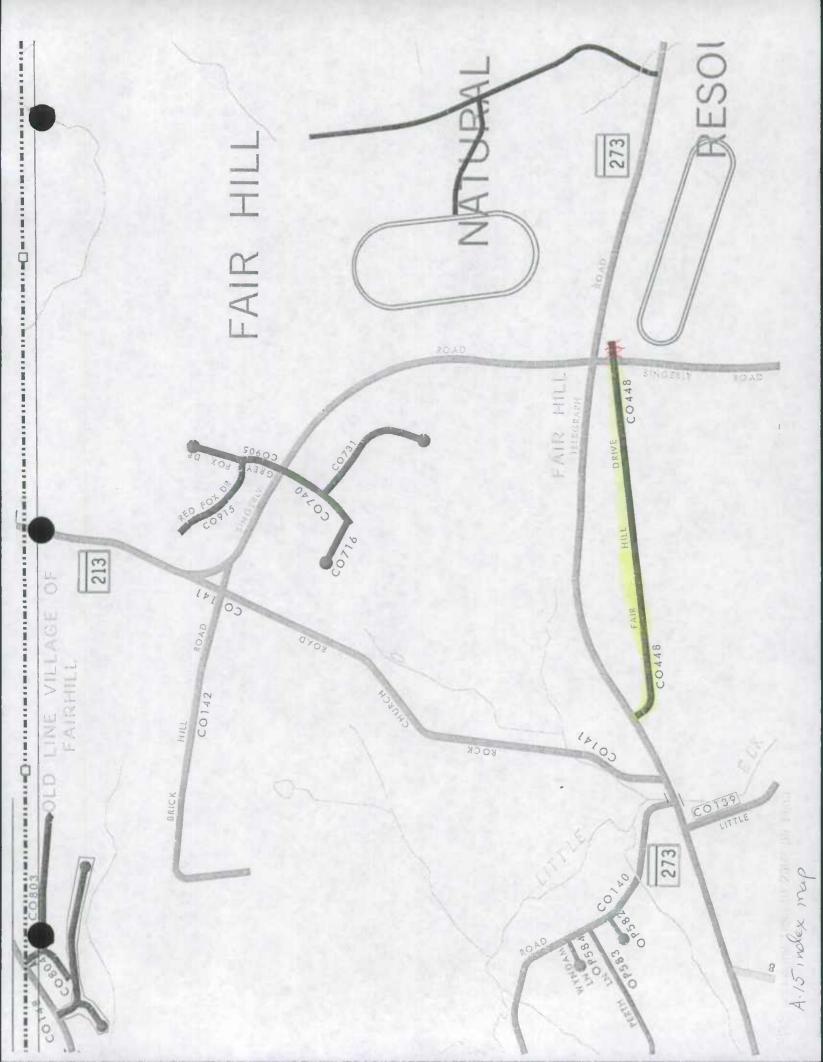
IN WITNESS WHEREOF, the parties involved have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

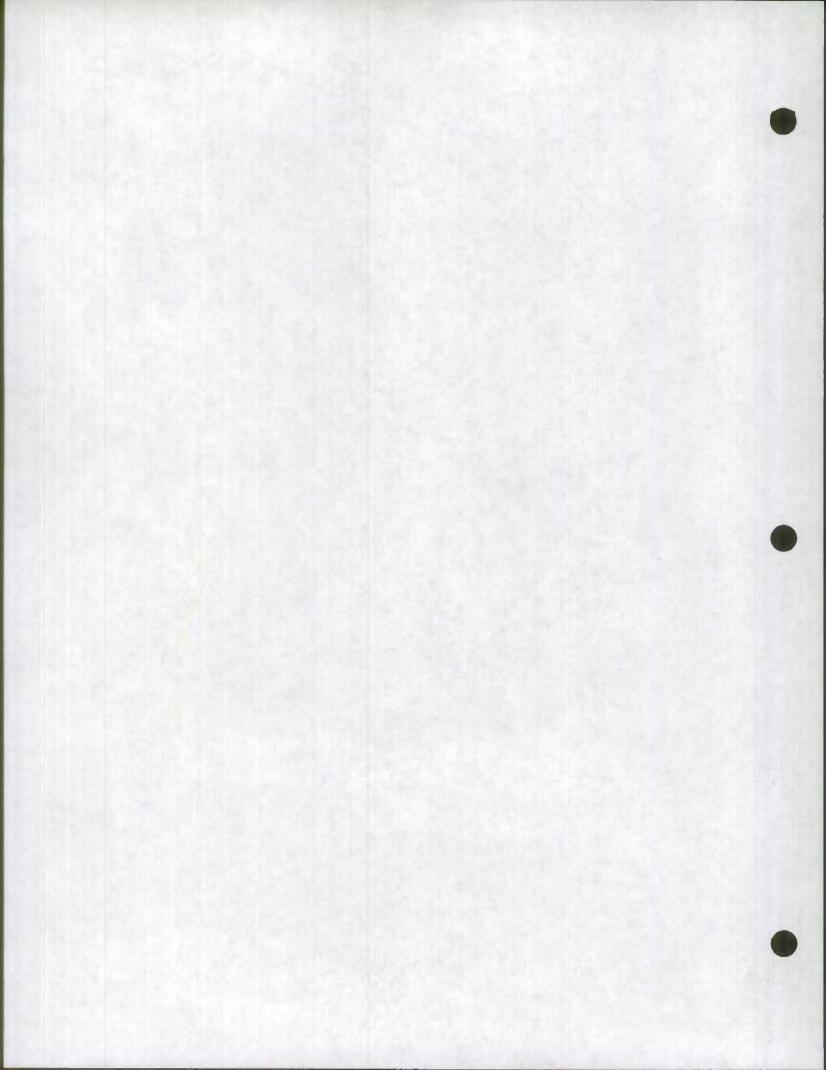
STATE ROADS COMMISSION OF MARYLAND By Chairman-Director of Highways ATTEST: Secretary Approved as to form and legal sufficiency this 26th day of APPROVED: Chief Engineer 118 an Special Attorney CECIL COUNTY, MARYLAND County Clerk fricer. President, Office of County Commissioners Approved as to form and legal sufficiency this 16 44 day of September, 1969

William B. Calon J

Gounty Attorney







#### MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR DAVID H. FISHER WEDNESDAY, AUGUST 20, 1969

\* \* \*



BUREAU OF

HIGHWAY STATISTICS Chairman-Director Fisher executed quintuplicate copies of supplemental agreement dated August 20, 1969, between The Baltimore and Ohio Railroad Company and The Real Estate and Improvement Company of Baltimore City, bodies corporate, and the State Roads Commission which refers to original agreement of June 25, 1962 covering construction of dual overhead bridges to carry the Northeastern Expressway (now known as the John F. Kennedy Memorial Highway) over the Railroad's tracks and property at Childs, Cecil County. The supplemental agreement provides for the widening of said two highway bridges (Contract NE-359), in accordance with the conditions set forth therein, in all other respects, the agreement dated June 25, 1962 to remain in full force and effect.

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

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

Mr. H. G. Downs

Mr. L. E. McCarl

Mr. W. J. Addison

Mr. P. R. Miller

Mr. M. D. Philpot

Mr. M. M. Brodsky

Mr. M. P. Marston

Mr. J. M. Wright (2)

Mr. H. H. Bowers (2)

Mr. L. A. Yost, Jr. (2)

Mr. R. E. Jones

Mr. G. N. Lewis, Jr.

Mr. T. Hicks

Mr. G. W. Cassell V

Mr. C. S. Linville

Mr. E. K. Lloyd

Program Coordinator

J. E. Greiner Company, Inc.

Secretary's File #38883

Secretary's File

JFKMH-Binder

SRC-Cecil County

Contract NE-359

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#### MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR DAVID H. FISHER WEDNESDAY, JUNE 11, 1969

\* \* \*

Chairman-Director Fisher executed triplicate copies of supplemental agreement dated April 30, 1969, between The Philadelphia, Baltimore and Washington Railroad Company, the Penn Central Company for itself and as lessee of the aforesaid Company, and the State Roads Commission (which refers to original agreement of November 14, 1962), wherein the Railroad grants the Commission, without cost to the Railroad, the right to widen each of the two existing overhead bridges on either or both sides, over and across property and operating facilities of the Railroad at Station 1004+, John F. Kennedy Memorial Highway (formerly known as the Northeastern Expressway), Md. 280 to the Delaware State Line, Contract NE-110, in accordance with the conditions set forth therein, in all other respects, the agreement dated November 14, 1962, to remain in full force and effect.

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

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

Mr. H. G. Downs

Mr. P. R. Miller

Mr. L. E. McCarl

Mr. M. D. Philpot

Mr. M. D. Philipot

Mr. W. J. Addison

Mr. M. M. Brodsky

Mr. M. P. Marston

Mr. C. R. Sharretts (2)

Mr. H. H. Bowers (2)

Mr. L. A. Yost, Jr. (2)

Mr. R. E. Jones

Mr. G. N. Lewis, Jr. (4)

Mr. T. Hicks (4)

Mr. G. W. Cassell

Mr. C. S. Linville

Mr. E. K. Lloyd

Program Coordinator

J. E. Greiner Company, Inc.

Secretary's File #39527

Secretary's File

JFKMH-Binder

SRC-Cecil County

Contract NE-110

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me, T. Hicker (E.)
Mr. C. N. Connell
Mr. C. S. Linville
Mr. C. S. Linville
Mr. D. H. Glege
Mr.

Copy: Mr. D. H. Fisher

Mr. W. J. Addison

Mr. G. W. Cassell

Mr. C. R. Sharretts (2)

Mr. W. L. Shook

Mr. M. M. Brodsky

Mr. P. R. Miller

Mr. G. N. Lewis, Jr. (3)

Miss D. J. Sinners

Co. Commrs. of Cecil County (2

SRC-Cecil County



FFB 27 1969

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR DAVID H. FISHER TUESDAY, FEBRUARY 25, 1969

\* \* \*

BUREAU OF HIGHWAY STATISTICS

On request of the County Commissioners of Cecil County, and on recommendation of District Engineer Sharretts, concurred in by Commissioner Evans, Chairman-Director Fisher accepted the following roads for maintenance as part of the County Roads System of Cecil County.

Road Condition Survey Reports submitted by Mr. Sharretts indicate that these roads have been accepted and recorded by the County Commissioners of Cecil County, providing for right of way widths as set forth below:

Road	Length		Proposed R/W Width	Co. Key Map No.
68-43 635 Rd. Extension north	Willow westerly 900 ft.	3	50 ft.	43 145 39 Re
Balsom Avenue and Art Street, from Oldfield Co. Rd. westerly	d Point 0.3 mi.	5	50 ft.	44 /
from Little Egypt Co. westerly	. Rd. 0.4 mi.	4	50 ft.	45
Co344 Egypt Rd. easterly to St. in Glen Farms	Rosemont 0.7 mi	4	50 ft.	46
68-2366 Two Rivers, from Town	n Pt. to 0.63 mi.	2	50 ft.	23
Co 365 Diamond Jim, from Rt.		7	40 ft.	20 / "
68-16 to Elk Forest	cust Pt. 0.66 mi.	2	40 ft.	16 / "
Red Point Extension, 272 southwesterly	from Rt. 0.96 mi. Se	E 656-5	33 ft.	19 / "
North East Heights, f	from Rt. 0.083 mi.5	E 5 67-1	33 ft.	24 / 0
68.17 Locust Point River Ro	oad, from 0.63 mi.	3	30 ft.	17 /4

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MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF WEDNESDAY, MAY 1, 1968

\* \* \*

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#### BUREAU OF HIGHWAY STATISTICS

Pursuant to agreement of March 8, 1967 with the Commissioners of Cecil County and the Town Commissioners of Perryville, and Commission action of January 24, 1968, Chairman and Director Wolff executed triplicate copies of agreement dated January 24, 1968, between The Philadelphia, Baltimore and Washington Railroad Company and The Pennsylvania Railroad Company for itself and as lessee of the first-mentioned company, and the State Roads Commission, wherein the parties agree as to their respective aims and obligations in connection with construction by the Commission of a new highway extending southerly from Md. Route 7 near the easterly limits of Perryville, across the Pennsylvania Railroad tracks, to serve the peninsula lying generally south of the Railroad and bounded by Mill Creek and Furnace Bay in Cecil County. The agreement states that it is proposed to construct the northbound lane at this time and the southbound lane at some future date, which will involve the construction of highway bridges over the main line and branch line tracks and right of way of the Railroad at Highway Station 8+56.99 (Railroad Main Line Station 2930+68) near Perryville (Contract Ce-469-3-278) in accordance with plans and specifications made a part of the agreement by reference thereto.

Said agreement had been executed previously on the part of the Railroads, approved by Deputy Director-Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. D. H. Fisher (2)

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. W. J. Addison

Mr. F. P. Scrivener

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs

Mr. M. D. Philpot (2)

Mr. A. L. Grubb (2)

Mr. H. P. Jones

Mr. W. B. Duckett (2)

Mr. L. C. Moser (2)

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

Mr. G. W. Cassell V

Mr. C. S. Linville

Mr. E. K. Lloyd

Secretary's File #44331

SRC-Cecil County

Contract Ce-469-3-278

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Mr. D. H. Beating Jee 183

## MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF FRIDAY, FEBRUARY 9, 1968

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BUREAU OF HIGHWAY STATISTICS

On request of the County Commissioners of Cecil County, and on recommendation of District Engineer Sharretts, concurred in by Deputy Director-Chief Engineer Fisher and Commissioner Evans, Chairman and Director Wolff accepted the following road for maintenance as part of the County Road System of Cecil County.

Road Condition Survey Report submitted by Mr. Sharretts indicates that this road has been accepted and recorded by the County Commissioners of Cecil County, providing for right of way width as set forth below:

Road	Length	Election District	Proposed R/W Width
River Road, connecting County Road at Otts Shore with Knoll-			67-21
wood County Road	0.5 mile	2	40 ft. Co 275

Cony: Mr. D. H. Fisher

Mr. W. J. Addison

Mr. G. W. Cassell

Mr. C. R. Sharretts (2)

Mr. F. P. Scrivener

Mr. M. M. Brodsky

Mr. H. G. Downs

Mr. G. N. Lewis, Jr. (3)

Co. Commrs. of Cecil County (2)

SRC-Cecil County

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## MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF MONDAY, JANUARY 22, 1968

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BUREAU OF HIGHWAY STATISTICS

On request of the County Commissioners of Cecil County, and on recommendation of District Engineer Sharretts, concurred in by Deputy Director-Chief Engineer Fisher and Commissioner Evans, Chairman and Director Wolff accepted the following roads for maintenance as part of the County Roads System of Cecil County.

Road Condition Survey Reports submitted by Mr. Sharretts indicate that these roads have been accepted and recorded by the County Commissioners of Cecil County, providing for proposed right of way widths as set forth below:

Road	Length	County Key Map No.	Election District	Proposed R/W Width
Cottage Lane, from end of County maintenance north 60 275	0.20 mi.	20	2	40 ft.
Carriage Lane, in Colonial Acres Development, from Rt. 280 west 6356	0.30 mi.	18	3	50 ft.
Hollyoak Drive and Ash Lane in Woodland Hills Development, from Rt. 545 to Leeds-Union Road Co357 & Co358 Hillcrest Lane, Circle Drive and King Street in the North East Heights Development, beginning at	0.40 mi.	17	3	50 ft.
Rt. 699J and extending southwest to North East Yacht Club Co 359	0.30 mi.	19	5	30 ft.
Baptist Church Road, from Rt. 276 west to Harrisville Road & 360	0.20 mi.	16	6	40 ft.

Copy:	Mr.	W. L.	J. E.	Fisher Addison McCarl Cassell (Reports)
	Mr.	C.	R.	Sharretts (2) Scrivener

Denton Office
Mr. M. M. Brodsky
Mr. H. G. Downs
Mr. G. N. Lewis, Jr. (3)
Co. Commrs. of Cecil County
SRC-Cecil County File

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<u> </u>	Length	County Key -	#6 bhobb 24.	
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Hollynnic ferve and Ami Arra in Rockland Hills Davelopment from No. 145 to Lamoo-Hallen Road	de olio			.02.02
	. for 01,0			
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MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYL BY CHAIRMAN AND DIRECTOR JEPOME B. WOLFF WEDNESDAY, MARCH 8, 1967

BUREAU OF HIGHWAY STATISTICS

Pursuant to action of the Commission at its meeting September 14, 1966, relative to construction of a State road in Perryville, Cecil County, in cooperation with the Town of Perryville and the County Commissioners of Cecil County, Chairman and Director Wolff executed for and on behalf of the Commission triplicate copies of agreement, dated March 8, 1967, by and between the Maryland State Roads Commission, therein called "Commission," party of the first part, and Cecil County, Maryland, therein called "County," party of the second part, and the Town Commissioners of Perryville, Maryland, therein called "Town Commissioners," party of the third part, wherein said parties agree as to their respective obligations and responsibilities with respect to the construction of a new highway extending south from Maryland - Hasayan war Route 7 near the easterly limits of Perryville, across the Pennsylvania Railroad tracks, to serve the peninsula lying generally south of the Pennsylvania Railroad tracks, and bounded by Mill Creek and Furnace Bay, the Commission to construct the entire facility as a State project, and upon completion of the project and the opening of said road for the use of the traveling public, and without the necessity of any further agreement between the parties thereto, the Commission transfers and the Town Commissioners accept from the Commission the following described sections of State constructed roads for maintenance purposes, as part of the Town's street system, subject to the conditions more fully set forth in said agreement:

> Md. Route 271 (Susquehanna Ave.) - From Md. Route 7 in Perryville north to the end of state maintenance, north of Locust Street, a distance of 0.31 mile.

> Md. Route 7 (Old Philadelphia Road) - From the entrance to Perry Point Hospital in Perryville to U. S. Route 222 (Aiken Ave.), a distance of 0.44 mile.

Said agreement had been executed previously on behalf of the Town Commissioners of Perryville by Howard J. Neff, President, and of Cecil County by the County Commissioners of Cecil County, approved by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. A. S. Gordon

Mr. D. H. Fisher (2)

Mr. W. E. Woodford, Jr.

Mr. W. J. Addison

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener

Mr. L. C. Moser (3)

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

Mr. J. D. Buscher

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs (2)

Mr. M. D. Philpot (2)

SRC-State Aid Program

Mr. C. S. Linville

Mr. A. L. Grubb (2)

Mr. H. P. Jones

Mr. G. W. Cassell

Mr. E. K. Lloyd

Mr. E. D. Reilly

Mr. J. E. Gerick

Mr. R. M. Thompson

Mr. Charles Lee

Records & Research Section, R/W Div.

Town Commissioners of Perryville (3)

Co. Commrs. of Cecil County (3)

Secretary's File

SRC-Critical Needs Fund

SRC-Cecil County

Mr. W. B. Duckett (2)

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THIS AGREEMENT, executed in triplicate, made and entered into this

day of march, 1966, by and between the MARYLAND

STATE ROADS COMMISSION, hereinafter called "Commission", party of the first part and Cecil County, Maryland, hereinafter called "County", party of the second part, and the Town Commissioners of Perryville, Maryland hereinafter called "Town Commissioners", party of the third part, Witnesseth:

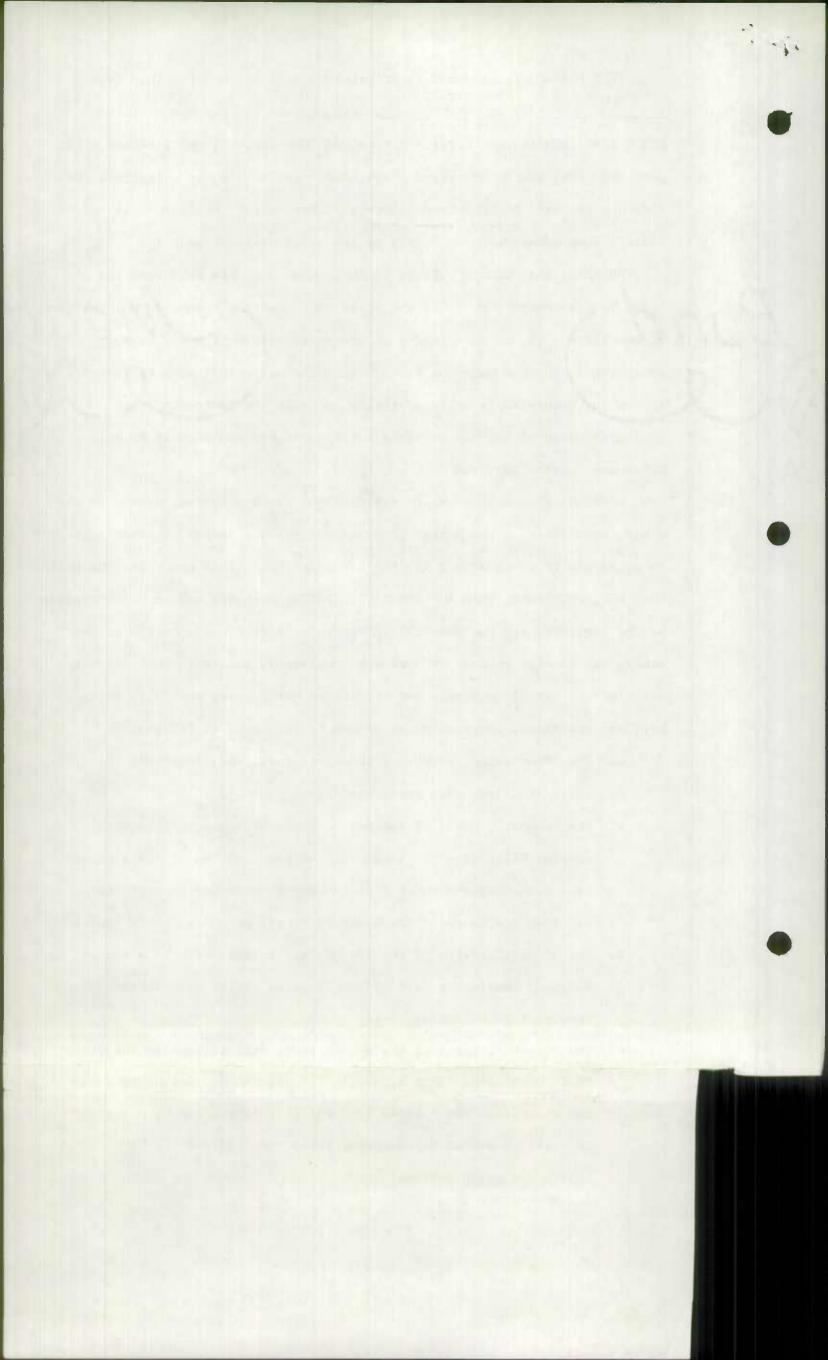
WHEREAS, the "County", party of the second part has requested the "Town Commissioners", party of the third part, and the "Commission", party of the first part, to participate in the construction of a new highway extending south from Maryland Route 7 near the easterly limits of Perryville across the Pennsylvania Railroad tracks to serve the peninsula lying generally south of the Pennsylvania Railroad tracks and bounded by Mill Creek and Furnace Bay, and

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

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

- 1. The "Commission", party of the first part, will construct the entire facility as a state project.

  Md327
- 2. The "County", party of the second part, will assume financial responsibility for the total cost of construction of the approach road from Maryland Route 7 to the bridge over the Pennsylvania Railroad tracks using State Aid funds and matching county funds.
- 3. The "County", party of the second part will contribute a sum of \$17,000. toward the cost of construction of the bridge over the Pennsylvania Railroad tracks.
- 4. The "County", party of the second part, will release to the State Roads Commission their allocation of Federal Aid Secondary Funds for the fiscal years 1967, 1968 and 1969 to the extent necessary to equal an amount representing the cost (less \$17,000) of the bridge and south approach road.



- 5. The "Town Commissioners", party of the third part, will contribute, without cost to the "Commission", party of the first part, a 100-foot wide right of way for the proposed construction across land now owned by the "Town Commissioners", party of the third part.
- 6. The "Commission", party of the first part, will provide from

  Critical Funds the funds necessary (less \$17,000) to construct

  the bridge and to extend the approach road from the bridge to a

  point 1,000 feet south of the bridge.
- 7. If for any reason the County fails to pay any portion of the said project cost, the Commission is hereby authorized to deduct such cost from the County's share of Gasoline Tax Fund and Motor Vehicle Revenue due it.

Upon completion of the project and the opening of said road for the use of the traveling public, and without the necessity of any further agreement between the parties hereto, the "Commission", party of the first part, does hereby transfer to the "Town Commissioners", party of the third part, and the "Town Commissioners", party of the third part, does hereby accept from the "Commission", the following described sections of State constructed roads for maintenance purposes, as part of the Town's street system:

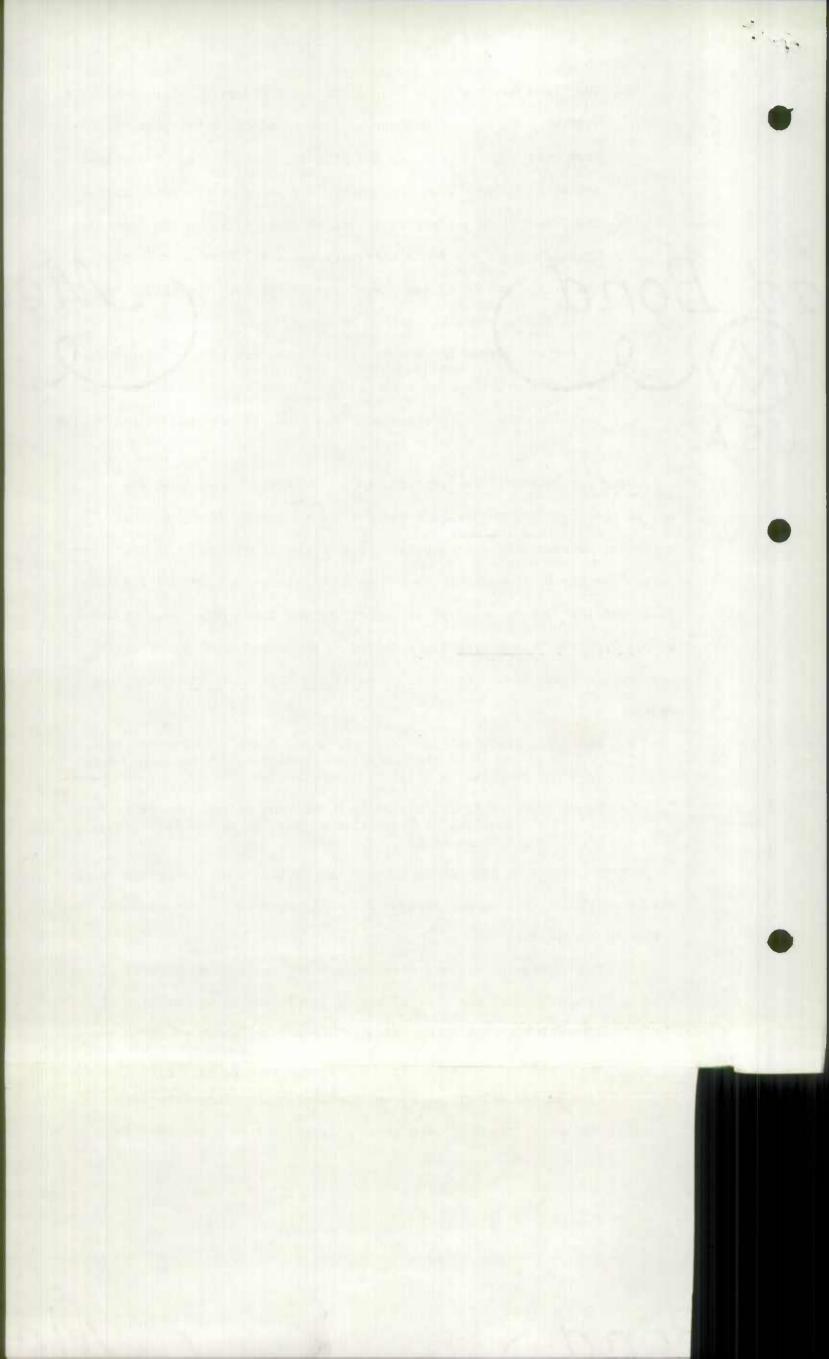
- Md. Route 271 (Susquehanna Ave.) From Md. Route 7 in Perryville north to the end of state maintenance, north of Locust Street, a distance of 0.31 miles.
- Md. Route 7 (Old Philadelphia Road) From the entrance to Perry Point Hospital in Perryville to U.S. Route 222 (Aiken Ave.), a distance of 0.44 miles.

IT IS UNDERSTOOD AND AGREED between the parties that the change in the status of the aforegoing sections of State highways 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 section of

  approach road and bridge structure described above.
- 2. The basis for the allocation of funds will include the additional Town street mileage in the allocation to the "Town Commissioners", beginning July 1, of the year following the date and year set forth in item 1 hereof.



- 3. The effective date for the transfer of these roads is upon the completion of a new highway extending south from Md. Route 7 near the easterly limits of Perryville across the Pennsylvania Railroad tracks to serve the peninsula lying generally south of the Pennsylvania Railroad tracks and bounded by Mill Creek and Furnace Bay.
- 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.

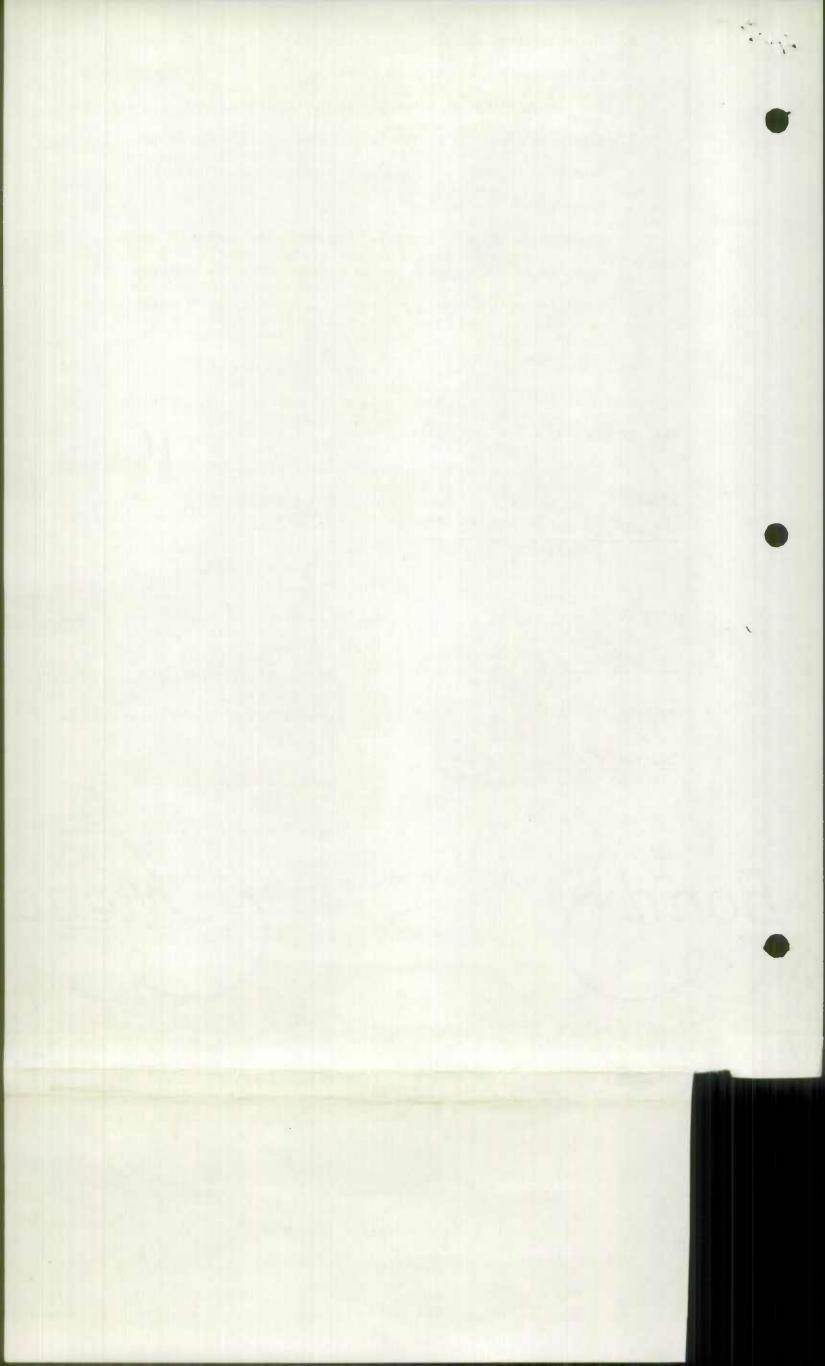
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate by their proper officers thereunto duly authorized the day and year first above written.

ATTEST: 7	
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Secretary	
APPROVED:	
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Chief Engineer	
ATTEST	
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Harold Kenderson	
Clerk to County Commissioners	
ATTEST:	

Clerk to Town Commissioners

STATE ROADS COMMISSION OF MARYLAND Chairman and Disector of Highways Approved as to form and legal sufficiency this 4/ of Beegnleen . 1966 Tubellaul Special Attorney COUNTY COMMISSIONERS FOR CECIL COUNTY acrone President Member Brakar eph 13 Member Approved as to form and legal sufficiency this 3 de 196 sufficiency this\_ Council to County Commissioners of Cecil County TOWN COMUSSIONERS OF PERRYVILLE, President Approved as to form and legal sufficiency this 3 day

Town Attorney



## MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK MONDAY, JANUARY 30, 1967 +++

FEB 2 1967

BUREAU OF HIGHWAY STATISTICS

Chairman and Director Funk executed duplicate copies of agreement, dated January 30, 1967, by and between the Town Council of North East, Maryland, therein referred to as "Town Council," parties of the first part, and the State Roads Commission of Maryland, therein referred to as "Commission," party of the second part, concerning the transfer by the Town Council to the Commission of the following described section of highway for maintenance purposes, as part of the State Highway System, subject to the conditions more fully set forth therein:

> Mauldin Avenue - From Thomas Avenue in North East, northerly to Maryland Route 7 (Cecil Avenue), a distance of 0.37 mile

Said agreement had been executed previously on behalf of the Town Council of North East, Cecil County, Maryland, by John F. Johnson, Mayor, approved by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney Nolan H. Rogers.

BUREAU OF

FIGHWAY STATISTICS

Copy: Mr. A. S. Gordon

Mr. D. H. Fisher (2)

Mr. W. E. Woodford, Jr.

Mr. W. J. Addison

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener

Mr. L. C. Moser (3)

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

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs (2)

Mr. M. D. Philpot (2)

Mr. A. L. Grubb

Mr. H. P. Jones

Mr. G. W. Cassell

Mr. E. K. Lloyd

Mr. E. D. Reilly

Mr. J. E. Gerick

Mr. R. M. Thompson

Mr. Charles Lee

Denton Office

Records & Research Section, R/W Div.

Town Council of North East (3)

Secretary's File

SRC-Cecil County

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Mr. C. M. Charmetta (2)

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THIS AGREEMENT, made this 30TH day of JANUARY, 1966, by and between the Town Council of North East, Maryland, hereinafter referred to as "Town Council", parties of the first part, and the State Roads Commission of Maryland, hereinafter referred to as "Commission" party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the Governing Bodies of the several Counties and/or Towns of Maryland are empowered to transfer County roads and/or Town streets, or portions thereof, to the State Roads Commission of Maryland, as part of the State Roads System, and

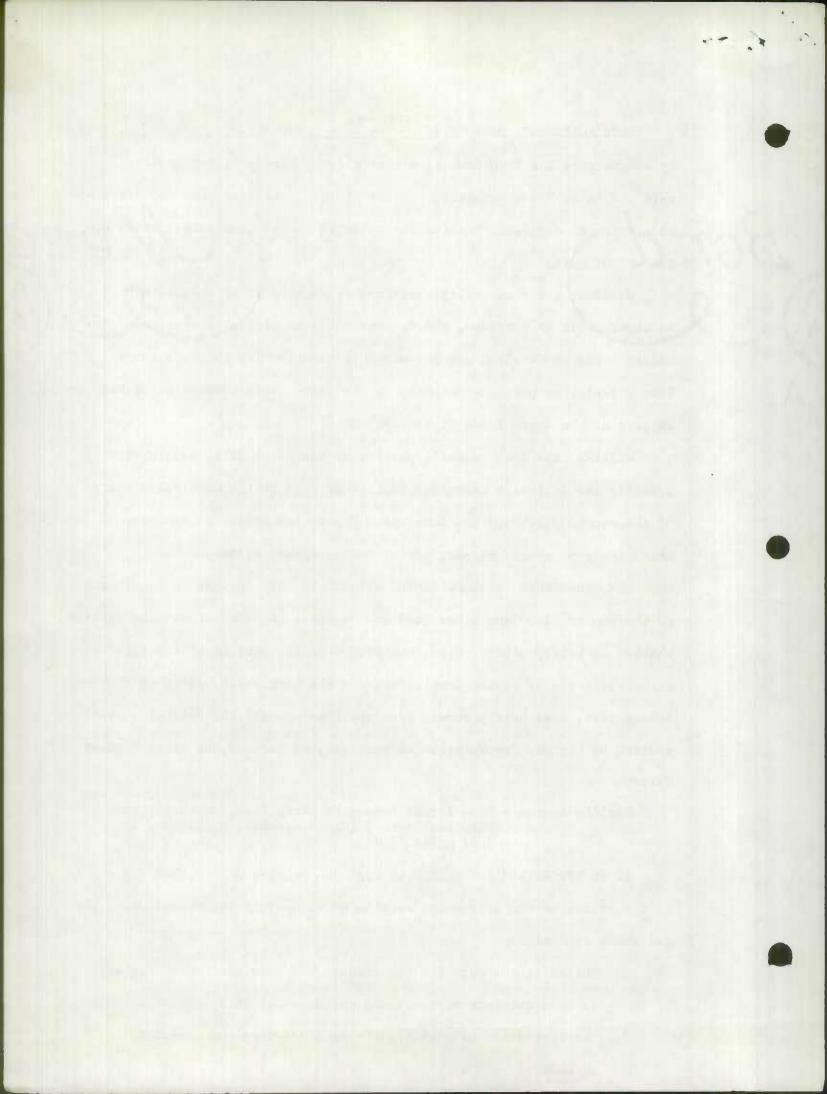
WHEREAS, the Town Council, parties of the first part, have agreed to transfer the following described section of road to the Commission, party of the second part, and the Commission has agreed to accept same for maintenance purposes, as part of the State Highway System.

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

Mauldin Avenue - From Thomas Avenue in North East, northerly to Maryland Route 7 (Cecil Avenue), a distance of 0.37 miles.

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

- 1. The effective date for the transfer of this section of highway is upon complete approval and execution of this agreement.
- 2. The aforegoing mileage will be excluded from the inventory December 1, 1966.



- 3. The basis for the allocation of funds will exclude the 0.37 mile of town street mileage in the allocation to North East beginning July 1, 1967.
- 4. That such exchange is made on an "As-Is-Basis" which pertains to the existing condition of the road involved at the time of acceptance for State Maintenance and includes all appurtenances thereunto belonging or in anywise appertaining.

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.

TOWN COUNCIL OF NORTH EAST CECIL COUNTY, MARYLAND

By John Holmann
Mayor

Clerk to Town Council

Approved as to form and legal sufficiency this day of John Attorney

STATE ROADS COMMISSION OF MARYLAND

By Chairman and Director of Highways

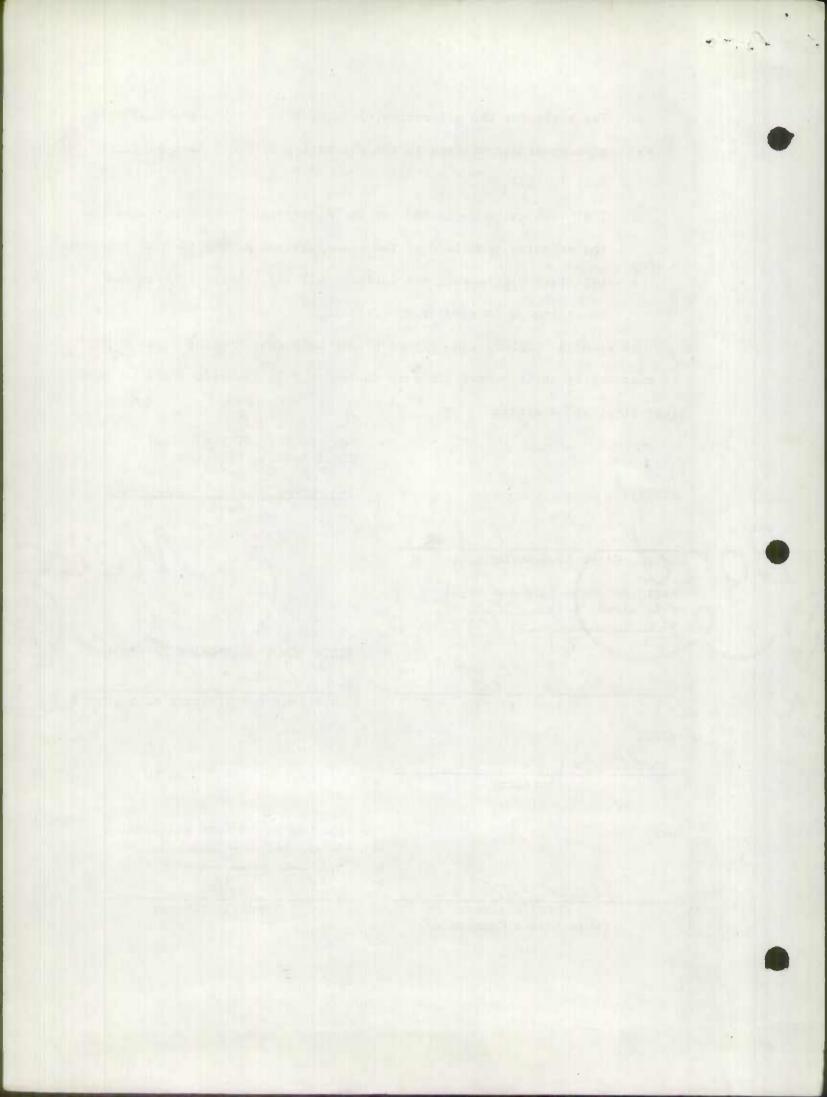
Chairman and Director of Highways

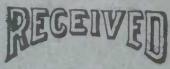
APPROVED:

Chief Engineer (State Roads Commission)

Approved as to form and legal sufficiency this 2 and day of 1966

Special Attorney





JAN 26 1967

EXCERPT FROM MINUTES OF MENTING OF THE STATE ROADS COMMISSIOBUREAU OF THESDAY, JANUARY 24, 1967 HIGHWAY STATISTICS

On request of the County Comissioners of Cecil County, and on recommendation of District Engineer Sharretts, concurred in by Chief Engineer Fisher and Commissioner Evans, the Commission accepted the following roads for maintenance as part of the County Roads System of Cecil County.

Rold Condition Survey Reports submitted by Mr. Sharretts indicate that these roads have been accepted and recorded by the County Commissioners of Cecil County, providing for proposed right of way width of 40 ft.

Road	Langth	County Key	Flection District
Bilk Road, from Court House Point Road North	0.30 ml.	8	2 0352
Locust Point Road, Otta Shore	0.20 md.	II.Cen	2 Co 275
Carter Road, from Rt. 545 Hast	0.20 mi.	3 - 4 -	3 Co 355
Red Point Road, from Mt. 272 West	1.30 ml.		5 50 203
Readway Ferry Road, from Oldfleld Point Road East	0.70 mi.	4	5 00351
Triton Road, from Oldfield Point Road East	0.90 mi.	7	\$ <0.350
Oak Street (George Cox Develop- ment), From Geo. Com Road Bast	0.20 mi.	1	6 00353
Gilley Road, from Rt. 7 North	0.15 m£.	2	7 Co354

Copy: Hr. D. H. Fisher

Mr. W. J. Addison

Mr. G. W. Cassell (Reports)

Mr. C. R. Sharretts (2)

Mr. P. P. Serlvener

Danton Office

Mr. M. M. Brodsky

Mr. H. G. Downe

Mr. G. N. Lewis, Jr. (3)

Go. Commrs. of Caeil County

SMC-Cucil County

JAN 26 1967

HIGHWAY STATISTICS

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MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND HIGHWAY, STATISTICS BY CHAIRMAN AND DIRECTOR JOHN B. FUNK WEDNESDAY, DECEMBER 28, 1966

Chairman and Director Funk confirmed prior execution of letter agreement dated November 15, 1966, wherein The Baltimore and Ohio Railroad Company and the State Roads Commission of Maryland agree as to their respective aims and obligations in connection with the widening of overhead bridge (SRC #7028) carrying U. S. Route 222 over the tracks and property of the Railroad at Valuation Station 3043+17 at Aikin, Cecil County, required in connection with construction of Contract Ce-387-6-8-271. The letter agreement supplements original agreement of May 28, 1931, covering construction of the existing bridge as a grade elimination project, and provides that all terms, conditions and provisions of the original agreement will apply to widening of the bridge, with the exceptions as noted in letter agreement.

Said letter agreement was executed on behalf of the Railroad by R. C. Tench, Chief Engineer-System, and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. D. H. Fisher

Mr. A. L. Grubb (2)

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. M. D. Philpot

Mr. H. P. Jones

Mr. W. J. Addison

Mr. W. B. Duckett (2)

Mr. L. C. Moser (2)

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

Mr. G. W. Cassell

Mr. C. S. Linville

Mr. E. K. Lloyd

Mr. H. G. Downs

Secretary's File

SRC-Cecil County

Contract Ce-387-6-8-271

Grade Elimination File

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COMMISSION MEMBERS

JOHN B. FUNK.

CHAIRMAN OF COMMISSION
AND DIRECTOR OF HIGHWAYS

PAUL J. BAILEY HARLEY P. BRINSFIELD LANSDALE G. CLAGETY LESLIE H. EVANS JOHN J. MCMULLEN WILLIAM B. OWINGS



STATE OF MARYLAND

STATE ROADS COMMISSION

300 WEST PRESTON STREET BALTIMORE, MD. 21201

(HALLING ADDRESS-P.O. POX 717, BALTIMORE, AD. 21203)
NOVEMBER 15, 1966

Contract Ce-387-6-271
Proposed Widening of Overhead Bridge (SRC No. 7028)
Carrying U.S. 222 over B & O Railroad - Aikin, Md.

Mr. R. C. Tench, Chief Engineer - System The Baltimore and Ohio Railroad Company Fourth Avenue and Eleventh Street Huntington, West Virginia 25701

Dear Mr. Tench:

The State Roads Commission plans to widen and improve U.S. Route 222 between U.S. Route 40 and the John F. Kennedy Memorial Highway, which will necessitate the widening of existing highway bridge over The Baltimore and Chio Railroad Company's tracks and property at Railroad Valuation Station 3043+17 at Aikin, Cecil County, Maryland.

The existing highway bridge was constructed as a grade elimination project under agreement dated May 28, 1931 between the Railroad and the Commission. Section 10 thereof provided for the widening, strengthening, etc., of the bridge if desired by either party.

Detailed plans and specifications covering the proposed widening of bridge structure and approaches will be prepared by the State Roads Commission, and construction over the Railroad shall be subject to approval of the Railroad Company, as well as any subsequent changes therein.

It is understood and agreed that all of the terms, conditions and provisions contained in the agreement of May 28, 1951 which covered the original construction and maintenance of the said overhead bridge will apply to the widened bridge, except as hereby amended so as to add thereto the following paragraphs:

Section 5. State Roads Commission shall arrange, without cost to the Railroad, for the construction and completion of the work involved in the proposed widening of bridge structure, approaches, drainage and all other highway facilities, and shall reimburse the Railroad for all costs and expenses for work and services performed, including the furnishing of Railroad flagmen, watchmen and devices used in protective services, any temperary or permanent alterations of pole lines, tracks and all railroad appurtenances and facilities, growing out of or in connection with the project covered hereby, in accordance with Tederal rules

DIVISION OF ENGINEERING

DAVID H. FISHER.

ASSISTANT CHIEF ENDINEERS

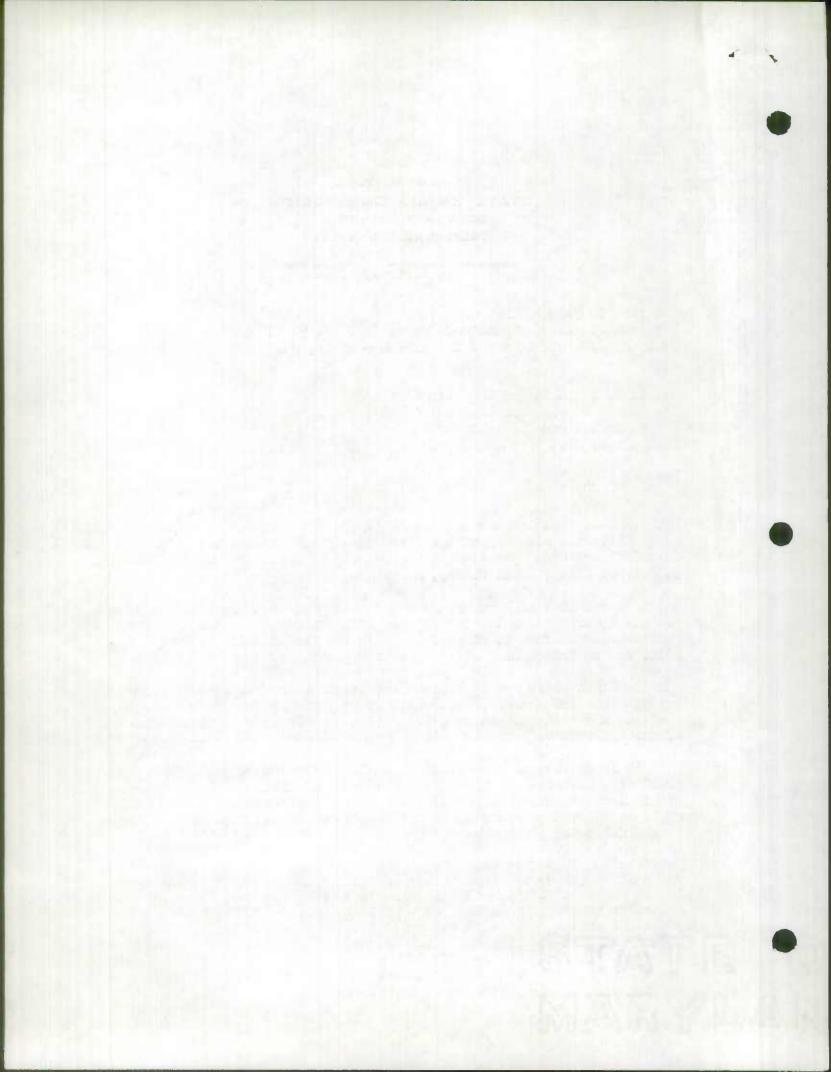
CORDT A. GOLDEISEN.

LISLE E. MCCARL, CONSTRUCTION

FRANK P. SCRIVENER,

NATHAN L. SMITH, JA...

GEORGE N. LEWIS, JR., TRAFFIG



and regulations set forth in the Bureau of Public Roads Policy and Procedure Memorandum 30-3 and amendments thereto.

Section 4. The Commission will acquire, without cost to the Railroad, any rights of way and property needed for the widening project contemplated herein.

Section 8. After completion of the widening project, the State Roads Commission shall own, maintain, repair and renew at its sole cost and expense, the entire widened portion of the bridge structure and surfaces, approach grades and all other highway facilities changed in connection therewith.

Section 9. The insurance requirements for the widening project shall conform to present day standards as set forth in the approved Special Provisions and Proposal Form which are made a part hereof by reference.

The Railroad hereby agrees to the terms set forth herein for the proposed widening of existing overhead bridge and approaches thereto, and its approval is shown on the duplicate copy of this letter to be returned for the Commission's records.

Very truly yours,

Chairman and Director of Highways for the State of Maryland

APPROVED this 19th day of December 1966.

THE BALTIMORE AND CHIO RAILROAD COMPANY

CHIEF ENGINEER = SYSTEM

Approved as to form and legal sufficiency

Special Attorney

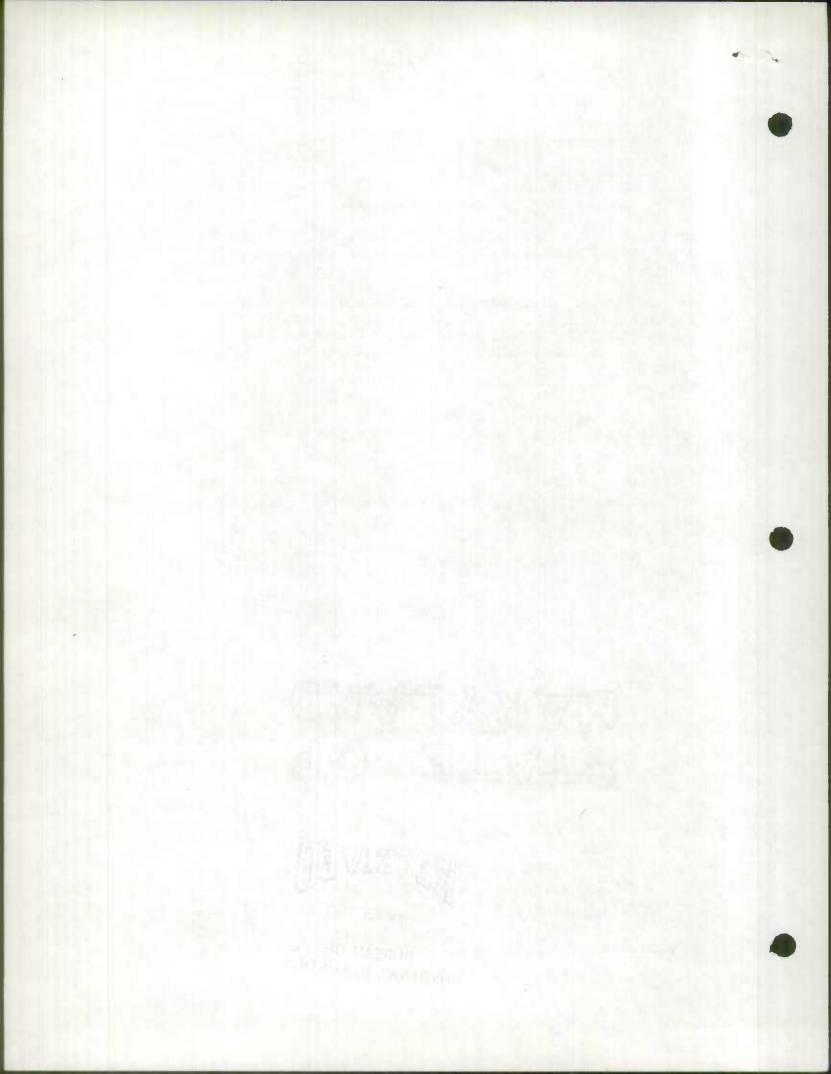
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JAN 5 1967

BUREAU OF HIGHWAY STATISTICS RECEIVED

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BUREAU OF DESIGN





EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION STATISTICS
WEDNESDAY, AUGUST 3, 1966

Chairman and Director Funk executed triplicate copies of agreement dated July 22, 1966, by and between The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, and The Pennsylvania Railroad Company, also a body corporate, for itself and as lessee of the aforesaid Company, parties of the first part, therein called "Railroad," and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein called "Commission," wherein the Commission and the Railroad agree as to their respective aims and obligations in connection with the replacement of the existing overhead bridge on Md. Route 267 (Weavers Road) at Railroad Valuation Station 2719+42 near Charlestown, Cecil County, with a new modern structure which will cross over the Railroad's main line tracks approximately 200 feet west of the present bridge, required in connection with the Commission's relocation of Md. Route 267 (Contract Ce-422-1-241).

Said agreement had been executed previously on the part of the Rail-road, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. D. H. Fisher

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs

Mr. M. D. Philpot (2)

Mr. A. L. Grubb (2)

Mr. H. P. Jones

Mr. W. J. Addison

Mr. W. B. Duckett (2)

Mr. L. C. Moser (3)

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

Mr. G. W. Cassell

Mr. C. S. Linville

Mr. E. K. Lloyd

Secretary's File

SRC-Cecil County

Contract Ce-422-1-241

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Mrs. N. V. Source (2) Mrs. M. V. Source Mrs. M. V. Bource Mrs. M. V. Bource Mrs. M. V. Credit (2)

Dr. F. P. John



MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND

BY CHAIRMAN AND DIRECTOR JOHN B. FUNK

MONDAY, JUNE 13, 1966

\* \* \*

Chairman and Director Funk executed triplicate copies of agreement dated May 9, 1966, by and between The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, and The Pennsylvania Railroad Company, also a body corporate, for itself and as lessee of the said The Philadelphia, Baltimore and Washington Railroad Company, parties of the first part, therein called "Railroad," and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein called "Commission," wherein the parties thereto agree as to their respective aims and obligations in connection with the relocation and improvement of Md. Route 279 as a dual highway, from Md. Route 316 to U. S. Route 40, which will cross the Railroad's branch line tracks and right of way at grade in the vicinity of Elkton, Cecil County (Contract Ce-450-1-241).

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

Copy: Mr. D. H. Fisher

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs

Mr. M. D. Philpot (2)

Mr. A. L. Grubb (2)

Mr. H. P. Jones

Mr. W. J. Addison

Mr. W. B. Duckett (2)

Mr. L. C. Moser (3)

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

Mr. G. W. Cassell

Mr. C. S. Linville

Mr. E. K. Lloyd

Secretary's File

SRC-Cecil County

Contract Ce-450-1-241

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TE, U. S. HARRY (3)

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MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, MARCH 28, 1966

BUREAU OF HIGHWAY STATISTICS

Chairman and Director Funk executed for and on behalf of the Commission duplicate copies of agreement dated March 28, 1966, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and Cecil County, Maryland, therein referred to as "County," party of the second part, covering the transfer by the Commission to the County, for maintenance purposes as part of the County Highway System, of the following section of State constructed road, subject to the conditions more fully set forth therein:

Marley Road - from U. S. Route 40 (Pulaski Highway) southerly to road end, a distance of 0.16 mile

Marley Road - from U. S. Route 40 (Pulaski Highway) northerly to a connection with old Marley Road, a distance of 0.09 mile

Said agreement had been executed previously by the County Commissioners for Cecil County, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. A. S. Gordon

Mr. D. H. Fisher (2)

Mr. W. E. Woodford, Jr.

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener

Mr. L. C. Moser (3)

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

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs (2)

Mr. M. D. Philpot (2)

Mr. W. J. Addison

Mr. A. L. Grubb

Mr. H. P. Jones

Mr. G. W. Cassell

Mr. E. K. Lloyd

Mr. E. D. Reilly

Mr. J. E. Gerick

Mr. R. M. Thompson

Mr. Charles Lee

Records & Research Section, R/W Div.

County Commissioners of Cecil Co. (3)

Secretary's File

SRC-Cecil County

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No. 7, Formall No. 7, F. Consell No. 7, No. 641387 No. 7, T. Corlet No. 1, T. Corlet No. 1, Thompson No. Charles Lee

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THIS AGREEMENT made this

by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Cecil County Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer State Highways or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and

WHEREAS, the Commission, party of the first part, has agreed to transfer the following described section of road, constructed by the Commission, to the County, party of the second part, and the County has agreed to accept same for maintenance purposes as part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Commission, party of the first part, does hereby transfer to the County and the County, party of the second part, does hereby accept from the Commission the following described section of State constructed road for maintenance purposes, as part of the County Highway System:

- Marley Road From U.S. 40 (Pulaski Highway) Southerly to road end for a distance of 0.16 miles as shown on attached Plat No. 3826 under contract No. Ce-209-429.
- Marley Road From U.S. 40 (Pulaski Highway) Northerly to a connection with the old Marley Road for a distance of 0.09 miles as shown on attached Plat No. 3826 under contract No. Ce-209-429.

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

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

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entered and the second con-

- 2. The aforegoing mileage will be included in the inventory as of December 1, 1966.
- 3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1967.
- 4. The transfer of said Road is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the Road involved, including all appurtenances and bridge structures.

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

and year first above written.	
ATTEST:  Secretary	By Chairman and Director of Highway  Approved as to form and legal sufficiency this day of 1966
APPROVED:  Chief Engineer	An Fiele baugh Special Attorney
Attest:/ Sterde Sendann Clerk	COUNTY COMMISSIONERS FOR CECIL  COUNTY  President  Member  Member
	Approved as to form and legal sufficiency this day of 1966  Counsel to County Commissioners of

Cecil County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK MONDAY, JANUARY 17, 1966

delity Onto

On request of the County Commissioners of Cecil County, and on recommendation of District Engineer Sharretts, concurred in by Chief Engineer Fisher, mendation and Director Funk accepted the following roads for maintenance as part of the County Roads System of Cecil County.

Road Condition Survey reports submitted by Mr. Sharretts indicate that these roads have been accepted and recorded by the County Commissioners of Cecil County, providing for right of way widths as set forth below:

Road	Length	Election District	R/W Width
Glen Mary Develope nt from Mi. Route 7 east: Creswell Street State Street Fleanor Street Ross Street	1,831 ft. 520 " 603 " 517 "	3	50 ft.
Thomson Batates: Melbourne Boulevard Courtney Drive	957 ft.	3	50 Et.
North Hills Development from Red  Pump Road east:  Lake View Drive 65-4/	660 ft. 610 "	6	50 £t.
Church Road from Cokembury east	454 ft.	7	50 ft.
Pleasant Grove from Dakwood Road to Connelly Pond	0.50 mile	8	40 ft.

Copy: Mr. D. H. Fisher

Mr. W. J. Addison

Mr. G. W. Cassell

Mr. C. R. Sharretts (2)

Mr. P. P. Scriv ner Mr. M. M. Brodsky

Mr. H. G. Downs

Mr. C. N. Lewis, Jr. (3)

County Commissioners of Cecil County

SRC-Cecil County

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January 5, 196\$

# STATE ROADS COMMISSION

Mr. Walter J. Addison, Acting Chtefertown. MARYLAND Planning and Programming Division

State Roads Revisions

C. Roland Sharretts District Engineer

I am enclosing Forms HPS-20 and 5-HPS for the improvement of county roads in Cecil County for the year of 1964.

LBD:W Enclosures COPY

Adet . & yroungs

## STATE ROADS COMMISSION

Mr. Malter J. Addison, Acting Shinfellown, MARVESHD

State Roods Raylstons

C. Roland Sharrages District Engloser

I om anclosing Force MPS-20 and S-MPS for the improvement of country roads in Seci Country For the year of 1964

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HOSEOUTON PREPIUSA



EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION MEDNESDAY, DECEMBER 22, 1965

\* \* \*

BUREAU OF HIGHWAY STATISTICS

Chesopeake City

The Commission approved and Chairman and Director Funk executed duplicate copies of agreement dated December 6, 1965, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and the Town Council of Chesapeake City, Maryland, therein referred to as "Town Council," party of the second part, covering the transfer by the Commission to the Town Council, for maintenance purposes as part of the Town's street system, of the following sections of State constructed roads, subject to conditions more fully set forth therein:

Md. Route 286 - Third Street - from George Street to Bohemia Street, a distance of 0.04 mile MU 9077

Md. Route 286 - Bohemia Street - from Third Street to Second Street, a distance of 0.07 mile

MJ . 10

Said agreement had been executed previously by the Mayor, for the Town Council of Chesapeake City, Cecil County, Maryland; approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. A. S. Gordon

Mr. D. H. Fisher (2)

Mr. W. E. Woodford, Jr.

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener

Mr. L. C. Moser (3)

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

Mr. M. M. Brodsky

Mr. C. R. Sharretts(2)

Mr. H. G. Downs (2)

Mr. M. D. Philpot (2)

Mr. W. J. Addison

Mr. A. L. Grubb

Mr. H. P. Jones

Mr. G. W. Cassell

Mr. E. K. Lloyd

Mr. E. D. Reilly

Mr. J. E. Gerick

Mr. R. M. Thompson

Mr. Charles Lee

Records & Research Section, R/W Div.

Town Council of Chesapeake City (3)

Secretary's File

SRC-Cecil County

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THIS AGREEMENT made this 6 th day of December 1965

by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and the Town Council of Chesapeake City, Maryland, hereinafter referred to as "Town Council" party of the second part, Witnesseth:

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer State Highways or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and 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 Roads Commission of Maryland, for maintenance purposes, and

WHEREAS, the "Commission", party of the first part, has agreed to transfer the following described sections of roads, constructed by the Commission, to the "Town Council," party of the second part, and the "Town Council" has agreed to accept same for maintenance purposes as part of the Town's 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 "Commission," party of the first part, does hereby transfer to the "Town Council" and the "Town Council", party of the second part, does hereby accept from the "Commission" the following described section of State constructed roads for maintenance purposes, as part of the Town's street system:

Md. Route 286 - Third St. - From George St. to Bohemia St. a distance of 0.04 miles.

Md. Route 286 - Bohemia St. - From Third St. to Second St. a distance of 0.07 miles.

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

- 1. The effective date of transfer shall be upon complete approval and execution of this agreement.
- 2. The aforegoing mileage will be included in the inventory as of December 1, 1965.

- 3. The basis for the allocation of funds will include the additional Town street mileage in the allocation to the "Town Council" beginning July 1, 1966.
  - 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.

AND BE IT FURTHER AGREED that in consideration of the aforegoing, the
"Town Council," party of the second part, do hereby transfer to the "Commission,"
party of the first part, as a part of the State Roads System the following
described section of the Town street:

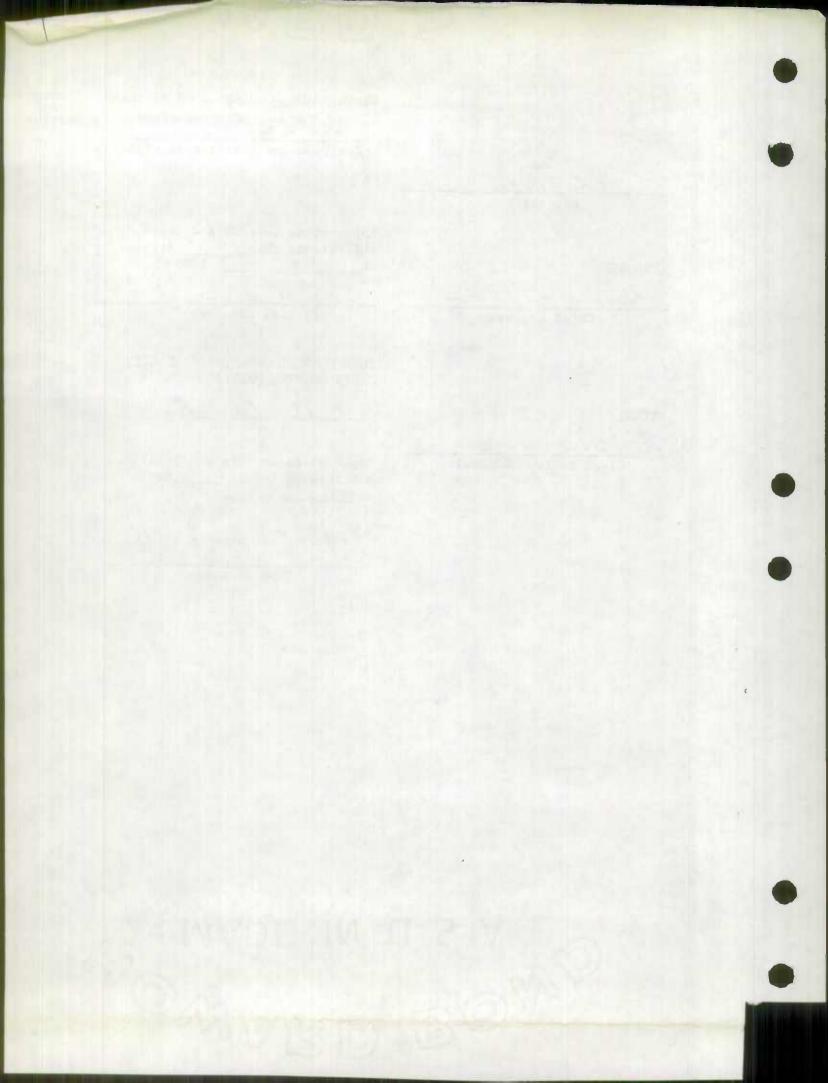
Second Street (Bethel Street) - From George Street to Bohemia St. a distance of 0.05 miles.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO that the change in the status of the town street is authorized under the following conditions:

- 1. The effective date of transfer shall be upon complete approval of this agreement.
- 2. The mileage respecting the aforesaid section of town street will be excluded from the inventory as of December 1, 1965.
- 3. The basis for the allocation of funds will exclude the 0.05 miles of Town street mileage in the allocation to the Town of Chesapeake City beginning July 1, 1966.
- 4. That such transfer is made on an "As-Is-Basis" which pertains to the existing Rights of Way and to the existing condition of the Road involved including all appurtenances and bridge structures at the time of acceptance for State maintenance.

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

STATE ROADS COMMISSION OF MARYLAND ATTEST: Chairman and Director of Highways Secretary Approved as to form and legal sufficiency this / /// day , 1965 APPROVED: Special Attorney Chief Engineer TOWN COUNCIL OF CHESAPEAKE CITY CECIL COUNTY, MARYLAND ATTEST: Approved as to form and legal sufficiency this 137 day of Dreckin by C. 1965 Clerk to Town Council Town Attorney



A CHESTION OF THE

EXCORPT FROM MEMBES OF MEETERS OF THE STATE BOADS COMMISSION THURSDAY, FEARUARY 25, 1965

The Commission approved and Chairman and Director Punk executed for and on its banalf triplicate copies of agreement dated February 17, 1965, by and between the State Toods compasion of Maryland, therein referred to as "Commission," and the County Commissioners of Cecil County, Maryland, therein referred to as "County Commissioners," covering transfer to the County of portions of relected and/or reconstructed Frenchtonn Lond, Reservoir Road, Hawley Road, Winch Road, Belvidere Road, Unnamed Road (NEE Sta. 349), Ebenozer Church Road (MAX Sts. 584), Red Tond Road, Coonemar Road, Balley Road, Southelle Road, Bargare Road, Union Church Road, T. Simpers Road, Deaver Road, Seder Road. Chestnut Hill Road and Access Road #1, included in Northeastern Expressury (now John E. Raunedy Hemorial Highway) construction contracts HE-107, ME-109, NE-109 and NE-110, described in Exhibits "A" through "" octached thereto.

Said agreement had been executed previously on the part of the County Commissioners by John R. Dickerson, Chairsen, and approved as to form and legel sufficiency by Special Attorney Saymour.

Copy: Mr. R. L. Jones (2) Mr. L. C. Moser (2) Mr. M. M. Brodsky Mr. G. W. Cesselly J. R. Greiner Company Secretary's File N. E. Expressury-Sinter Contract W-107

W-108

NE-109

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WHEREAS, the Commission and the County have heretofore agreed as to those county roads to be closed and/or relocated in connection with the construction through Cecil County of the John F. Kennedy Memorial Highway, formerly Northeastern Expressway, hereinafter sometimes referred to as "Expressway"; and

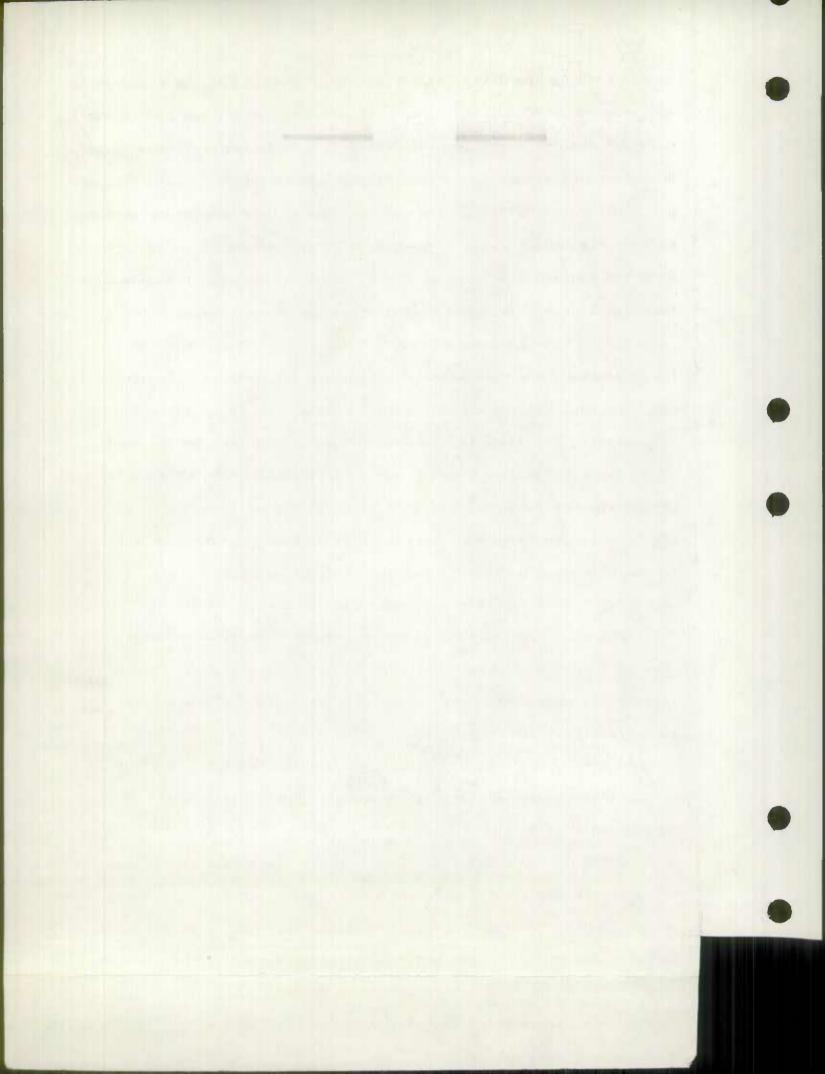
WHEREAS, the Commission has acquired the necessary rights of way and has completed the construction pertaining to such closings and/or relocations, including the necessary turn arounds and barricades; and

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer State Highways or portions thereof, to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes; and

WHEREAS, bridges have been constructed to carry the county road over or under the Expressway in the locations designated, in which cases it is agreed that the County will maintain the roadway surface on such crossings; and

WHEREAS, the Commission has provided the County with a set of as-built construction plans for Expressway Contracts NE 107, NE 108, NE 109 and NE 110; and

WHEREAS, the Commission, party of the first part, has agreed to transfer the fee simple title and/or easement rights, not already owned by the County, for the following described sections of roads, constructed by the Commission, to the County Commissioners, party of the second part, and the County Commissioners have agreed to accept same for maintenance purposes as part of the County Highway System.

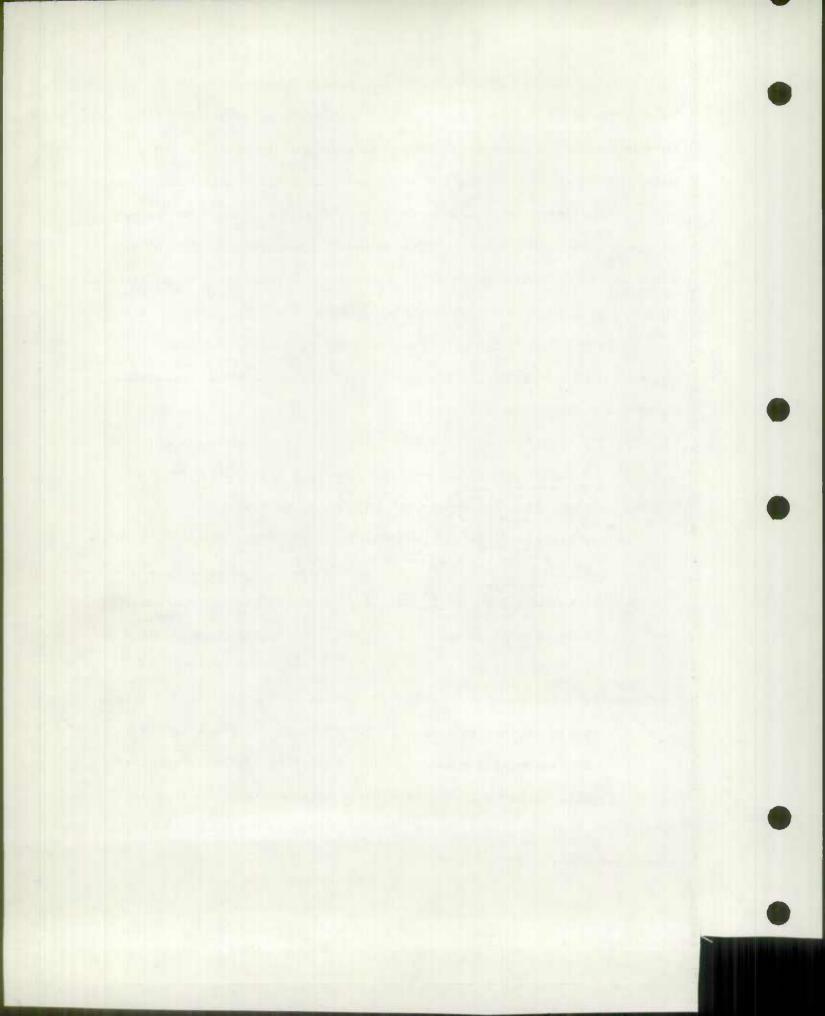


NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged the Commission, party of the first part, does hereby transfer to the County Commissioners, and the County Commissioners, party of the second part, do hereby accept from the Commission the sections of State constructed roads together with the apertaining rights of way for each, as described in Exhibits A through R hereto, and the maintenance thereon, as part of the County Highway System.

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

- 1 The effective date for the transfer of these sections of roads for County maintenance was November 15, 1963, the date on which the Northeastern Expressway was opened to traffic.
- 2 The aforegoing mileage will be included in the inventory as of December 1, 1964.
- 3 The basis for the allocation of funds will include the additional County mileage in the allocation to the County Commissioners beginning July 1, 1965.
- 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.

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



ATTEST:

APPROVED:

ATTEST:

Chief Clerk to the Board of County Commissioners

STATE ROADS COMMISSION OF MARYLAND

Chairman and Director of Highways

Approved as to form and legal sufficiency

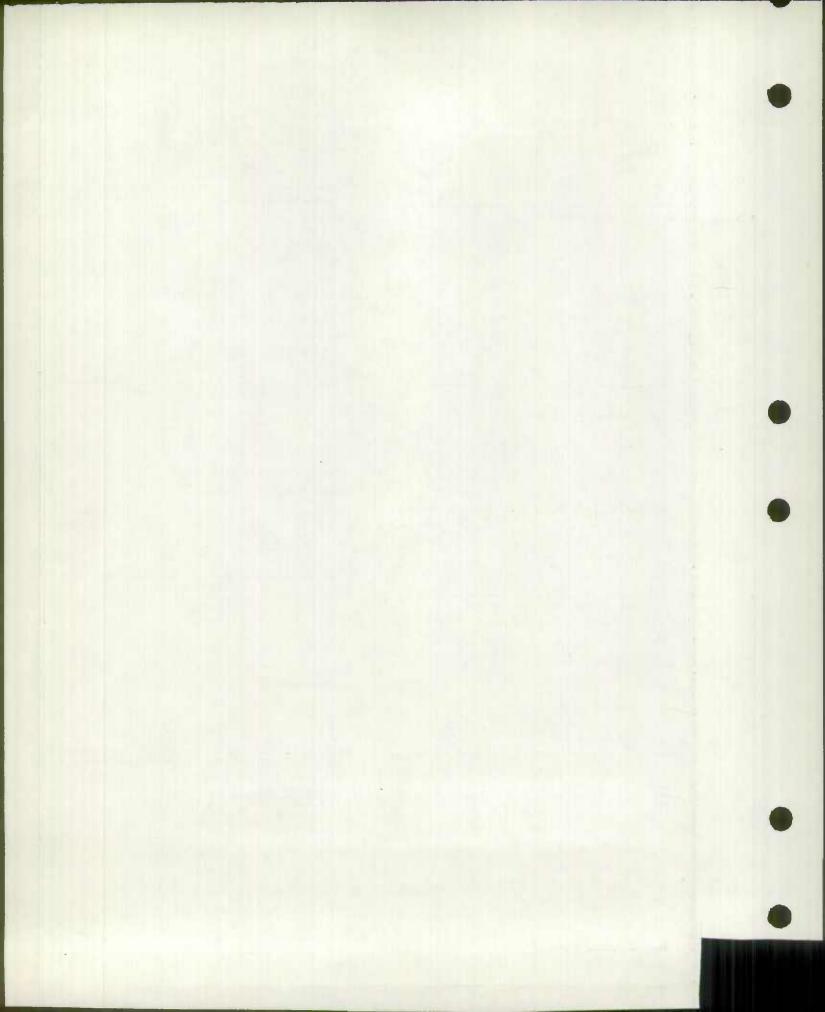
Special Attorney

COUNTY COMMISSIONERS OF CECIL COUNTY, MARYLAND

Approved as to form and legal sufficiency

Counsel to County Commissioners

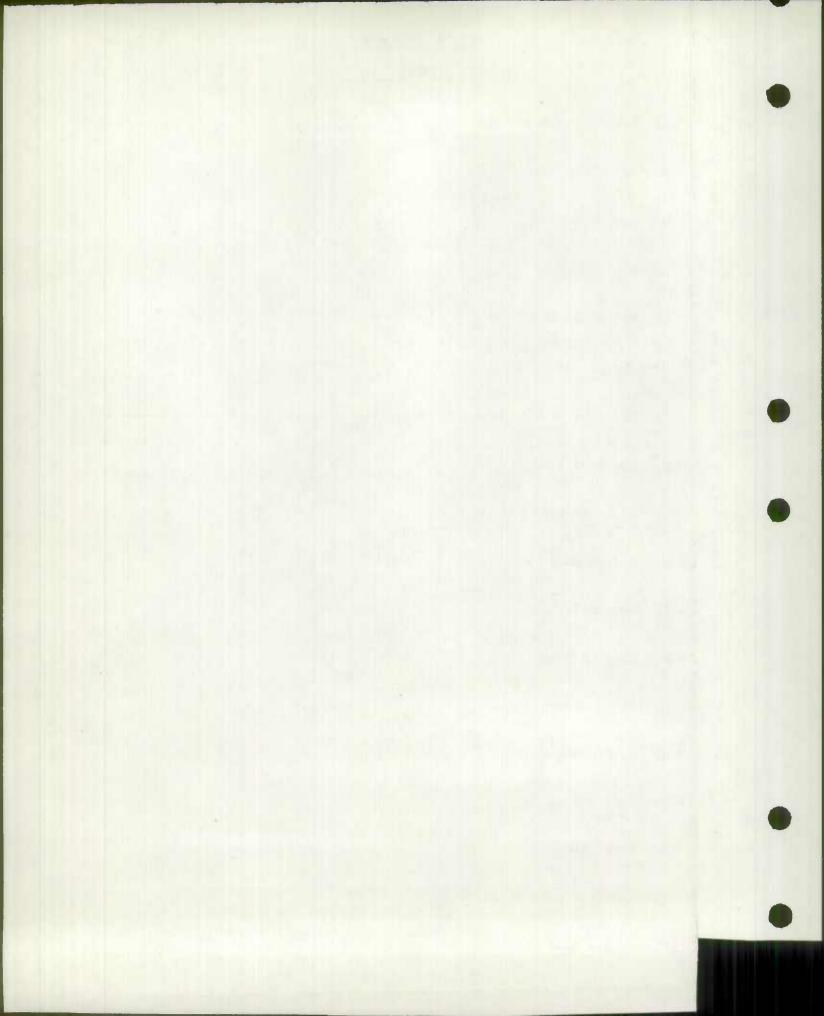
of Cecil County



## CECIL COUNTY ROAD TRANSFER

## LIST OF EXHIBITS

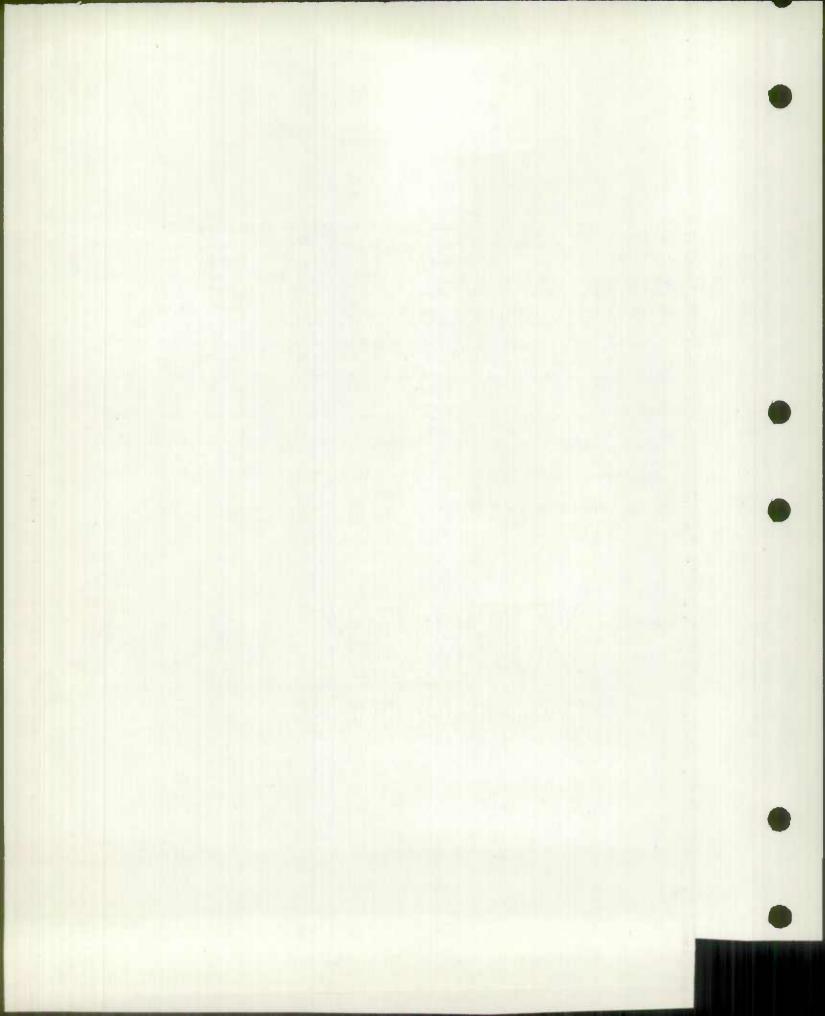
- A. Frenchtown Road
- B. Reservoir Road
- C. Hawley Road
- D. Winch Road
- E. Belvidere Road
- F. Unnamed Road, (NEX Sta. 349)
- G. Ebenezer Church Road (NEX Sta. 384)
- H. Red Toad Road
- I. Goosemar Road
- J. Bailey Road
- K. Bouchelle Road
- L. Beggars Road
- M. Union Church Road
- N. T. Simpers Road
- O. Deaver Road
- P. Feder Road
- Q. Chestnut Hill Road
- R. Access Road #1



### EXHIBIT A

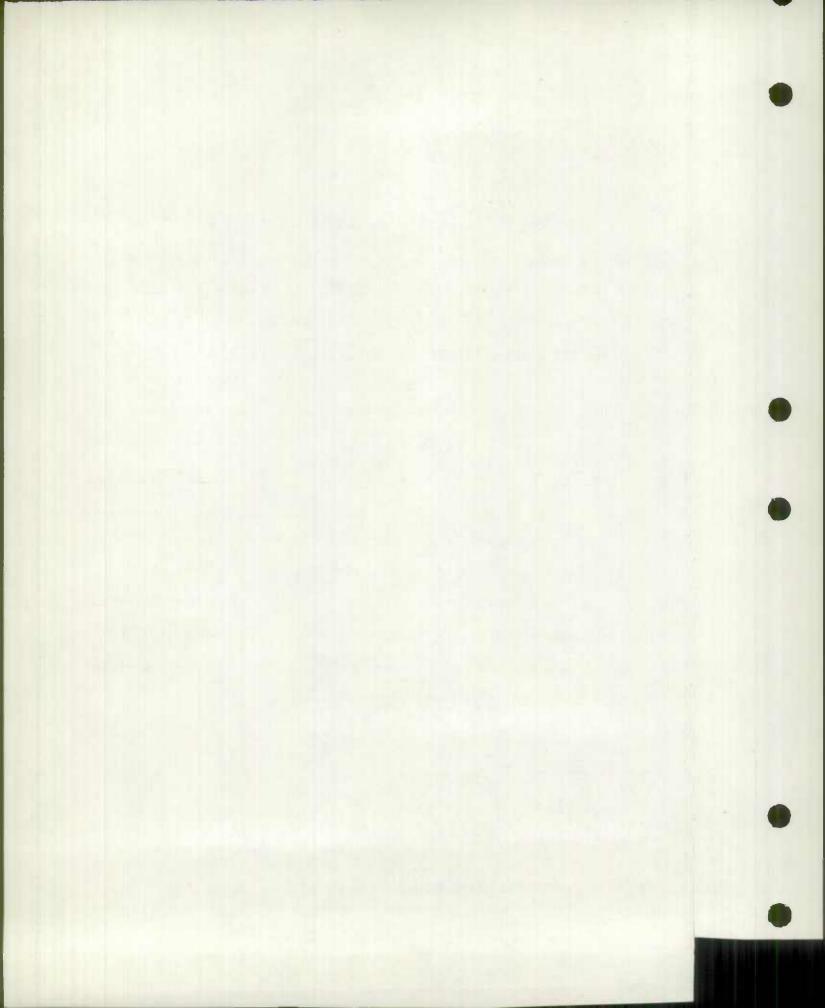
FRENCHTOWN ROAD between Stations 17+00 and 29+00, underpassing the Northeastern Expressway at Frenchtown Road centerline Station 20+00 which is Northeastern Expressway centerline Station 124+15.00, all as shown on the as-built plans for Northeastern Expressway Contract NE 107, Sheet Nos. 12 and 13 of 61, and on State Roads Commission Right of Way Plat Nos. 26177, 26236, 27139

This transfer excludes the entrance to Northeastern Expressway facilities left of Frenchtown Road centerline Station 17+95.99 as shown on the above plans and plats.



# EXHIBIT B

RESERVOIR ROAD connection to S.R. 824-A (Old U.S. 222) and drainage improvements as shown on the as-built plans for Northeastern Expressway Contract NE 107, Sheet No. 25 of 61. No additional right of way is involved. This transfer excludes the entrance drive left of U.S. Route 222 Station 157+65. State Roads Commission Right-of-Way Plat No. 26259.

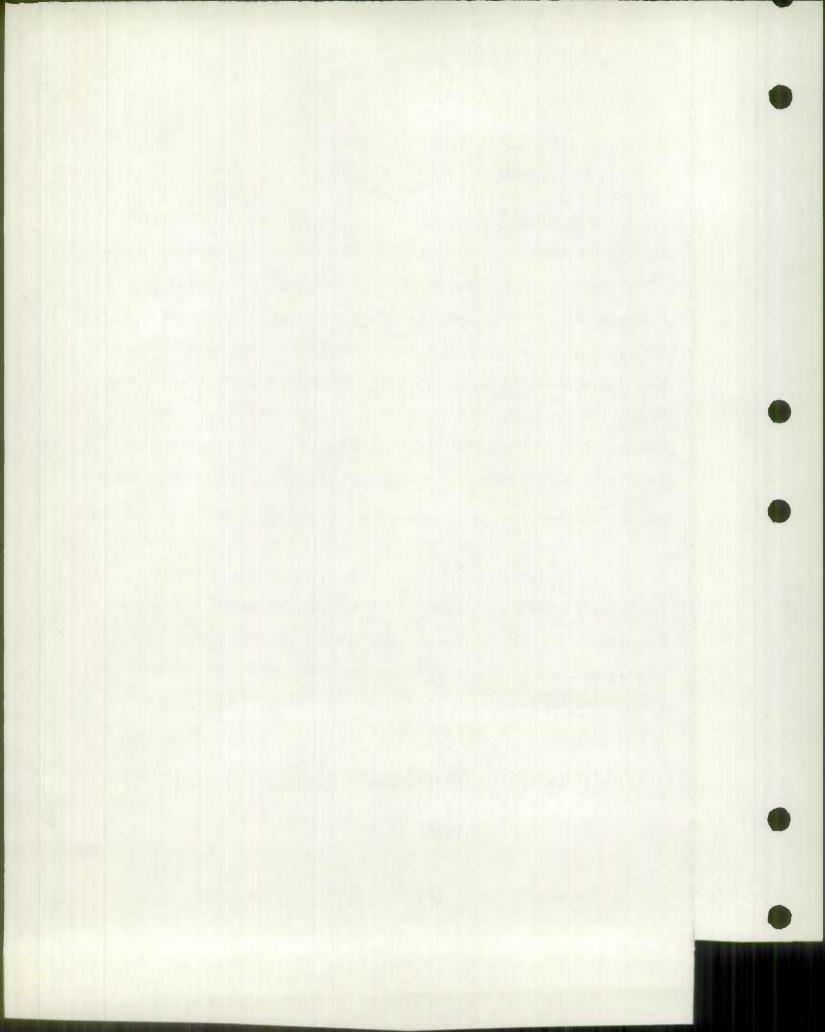


#### EXHIBIT C

Co 85

HAWLEY ROAD closing and relocation of a portion, beginning at a point approximately 1100 feet north of Northeastern Expressway Station  $200^{\frac{1}{2}}$ , thence westward for a distance of 1800 feet, from Hawley Road Stations 18+00 carrying back to 0+00, which is the intersection of Hawley Road Relocation and existing Principio Road at a point on Principio Road 855.60 feet north of the junction of Principio Road with Old U.S. Route 222, all as shown on the as-built plans for Northeastern Expressway Contract NE 107, Sheet Nos. 19, 41A and 42A of 61 and on State Roads Commission Right-of-Way Plat Nos. 14908, 27152, 27153, 28511, 27219

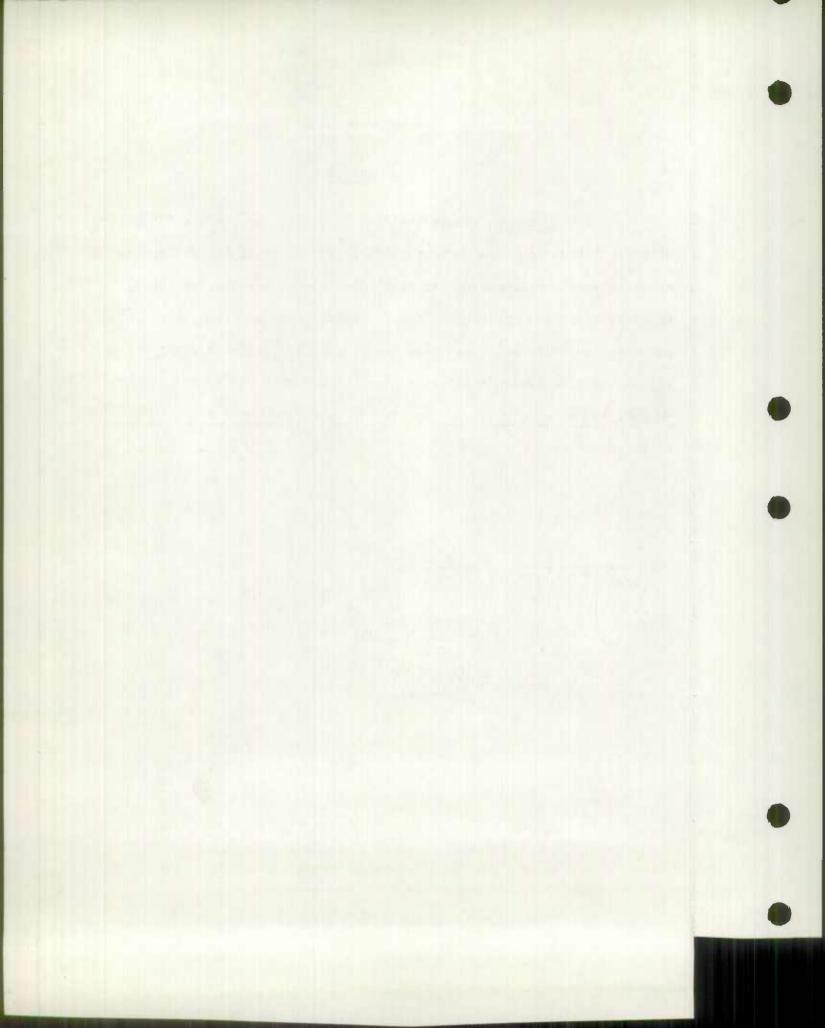
This transfer includes the connection to the dead-end portion of Hawley Road (Co. 360) north of the Northeastern Expressway at Hawley Road centerline Station 16+20, and the drainage connections at Principio Road. Also included is that part of Hawley Road (Co. 359) dead-ended south of the Northeastern Expressway which was reconstructed from Mill Creek eastward to the Jackson property.



## EXHIBIT D

Co 101

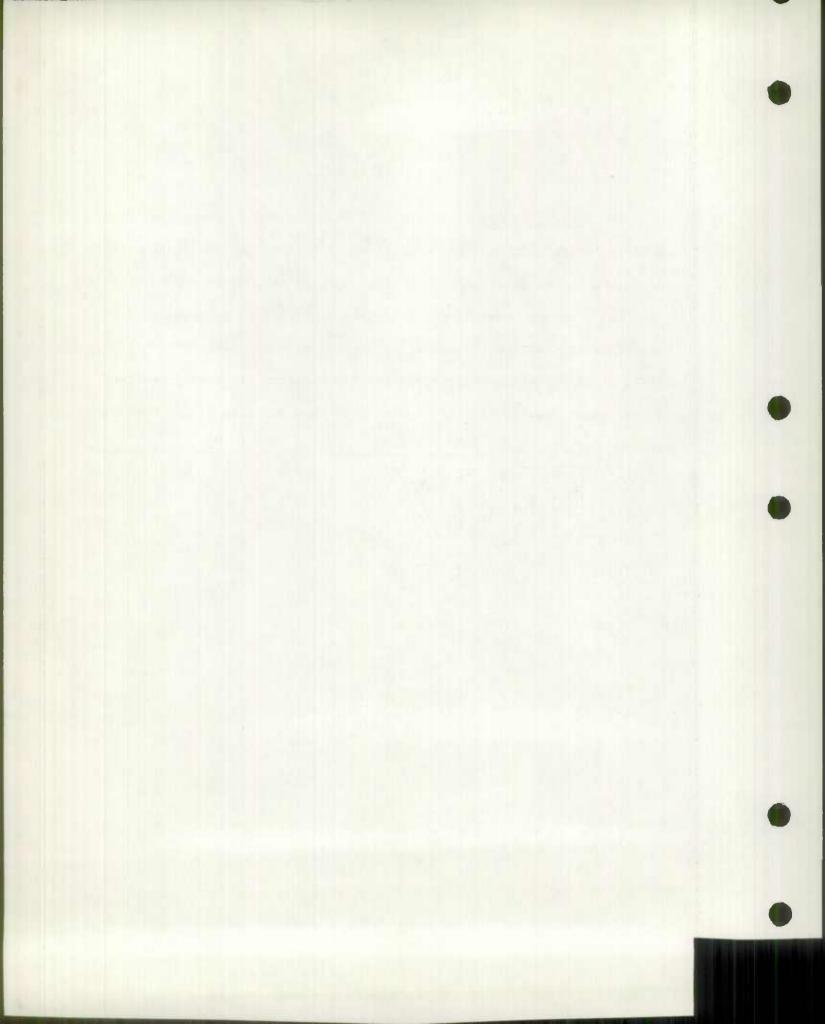
WINCH ROAD as constructed on a new right of way west of the existing alignment between Winch Road centerline Stations 9+00 and 28+00, crossing over the Expressway at Winch Road centerline Station 20+00, which is Expressway centerline Station 268+65, all as shown on the as-built plans for Northeastern Expressway Contract NE 108, Sheet Nos. 10, 11 and 12, and on State Roads Commission Right of Way Plat Nos. 26271, 26272, 27218, 14920



### EXHIBIT E

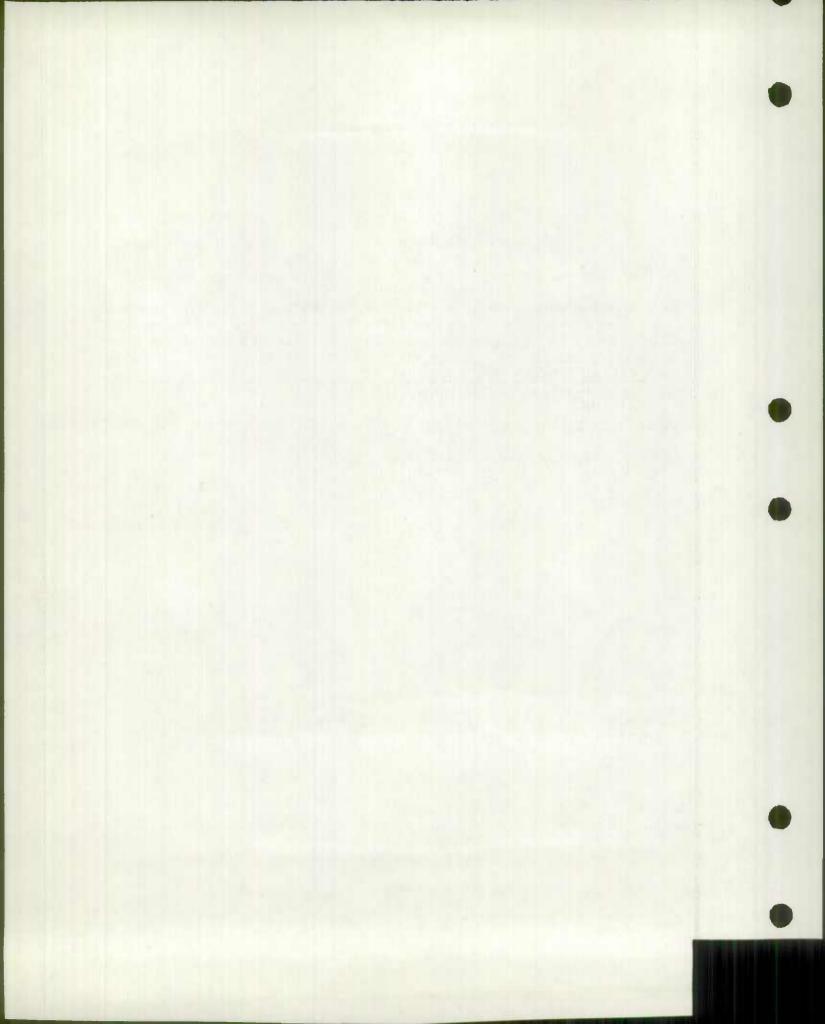
Co 87

BELVIDERE ROAD as constructed on a new right of way southwest of the existing alignment between Belvidere Road centerline Stations 3+00 and 23+00, including a connection to an unnamed side road left of Station 7+50, and crossing over the Expressway on a structure at Belvidere Road centerline Station 9+87.34, which is Expressway centerline Station 305+37.83, all as shown on the as-built plans for Northeastern Expressway Contract NE 108, Sheet Nos. 15, 16, 17 and 18 of 68, and on State Roads Commission Right of Way Plat Nos. 26275, 26276, 14923



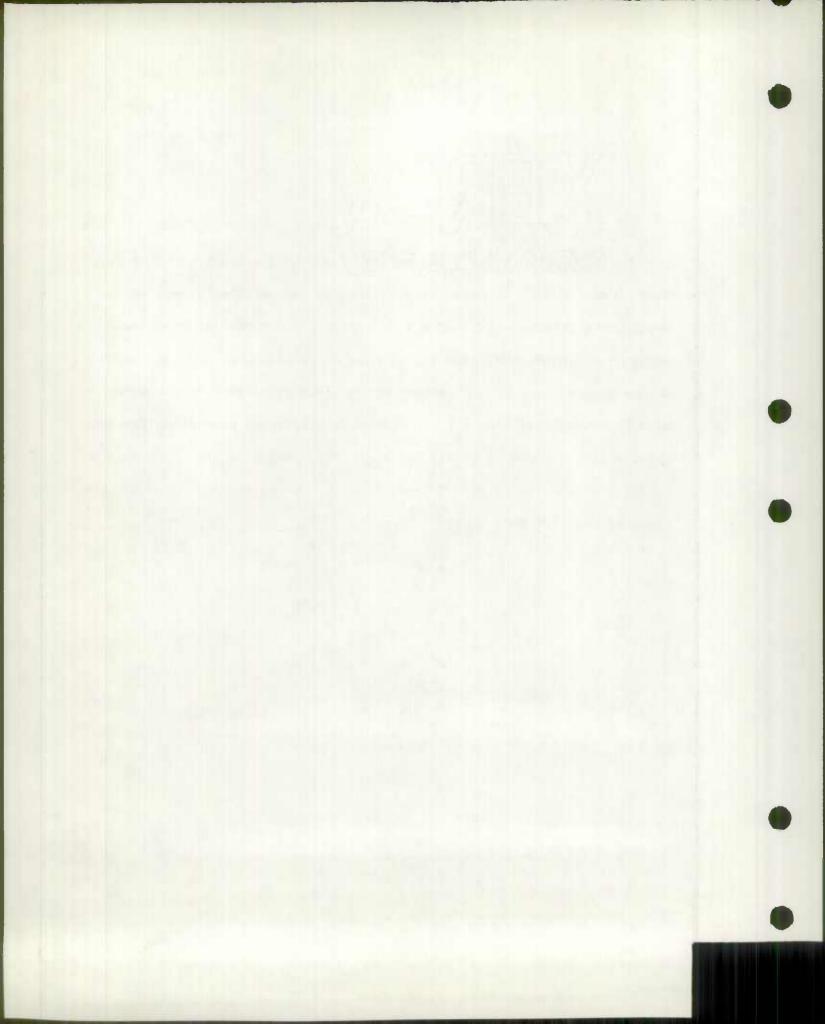
# EXHIBIT F

UNNAMED ROAD barricades at either right of way line of the Northeastern Expressway in the vicinity of Expressway centerline Station 349, as shown on the as-built plans for Northeastern Expressway Contract NE 108, Sheet 23 of 68, and on State Roads Commission Right of Way Plat Nos. 14915, 14926



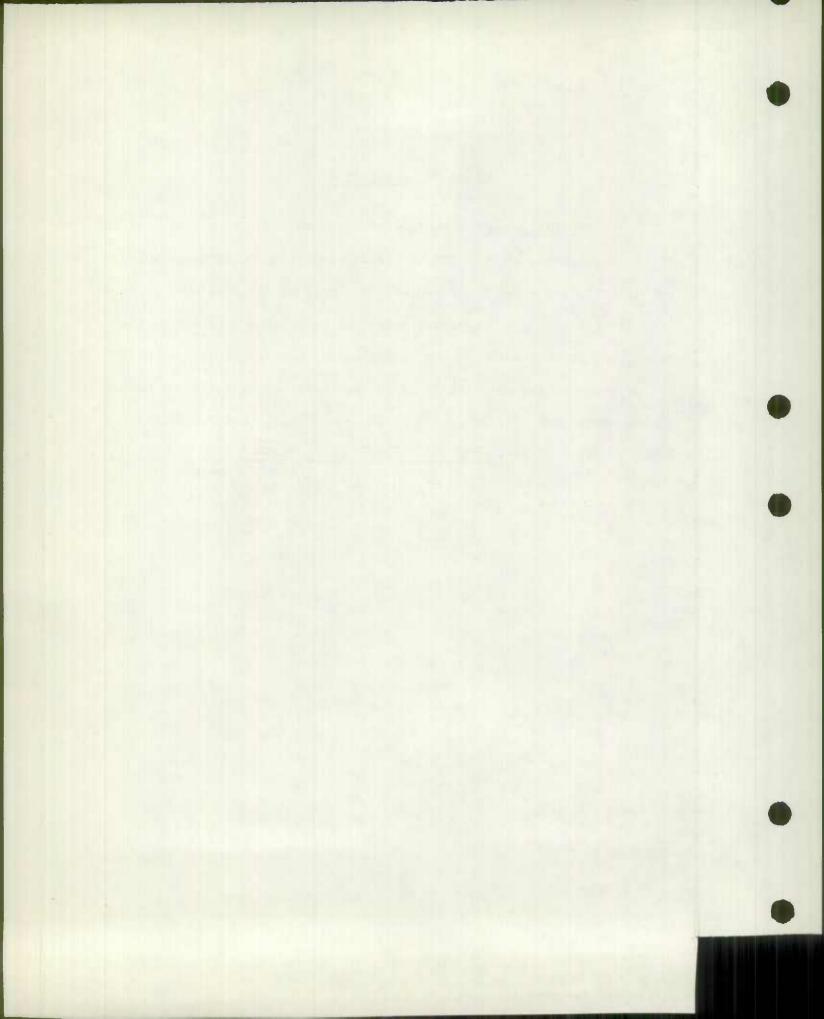
## EXHIBIT G

EBENEZER CHURCH ROAD barricades at the northwest right of way
line on Co. 60 left of Expressway centerline Station 384+50, and at the
southeast Expressway right of way line on Co. 358, right of Expressway
centerline Station 393, also including a barricade on an unnamed road,
formerly connecting with Ebenezer Church Road, dead-ended at the southeast Expressway right of way line right of Expressway centerline Station
381+50, all as shown on the as-built plans for Northeastern Expressway
Contract NE 108, Sheet Nos. 27 and 28 of 68, and on State Roads Commission
Right of Way Plat Nos. 14929, 14930



# EXHIBIT H

RED TOAD ROAD as constructed on a new right of way west of the existing alignment between Red Road Road centerline Stations 9+60 and 26+35, including a connection to Goosemar Road at Red Toad Road centerline Station 17+44, and crossing under the Expressway at Red Toad Road centerline Station 20+00, which is Expressway centerline Station 408+37.50, all as shown on the as-built plans for Northeastern Expressway Contract NE 108, Sheet Nos. 30, 33 and 34 of 68, and on State Roads Commission Right of Way Plat Nos. 26273, 27815, 14931, 26274

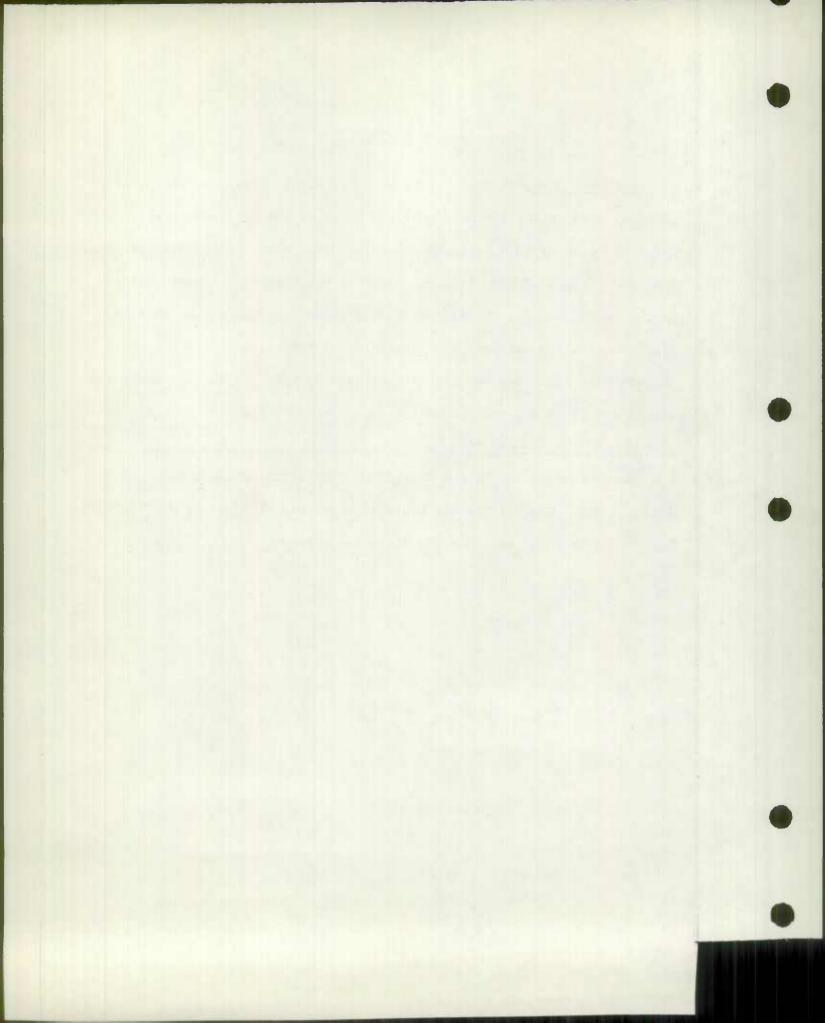


#### EXHIBIT I

GOOSEMAR ROAD, as constructed on a new right of way, beginning at Red Toad Road centerline Station 17+44 north of the Expressway, which point is Goosemar Road centerline Station 0+00, thence proceeding parallel with and binding on the northwest right of way line of the Northeastern Expressway to Goosemar Road Station 22<sup>±</sup>, thence curving to the left to tie into existing Goosemar Road at Station 26+98.67, all as shown on the as-built plans for Northeastern Expressway Contract NE 108, Sheet Nos. 30, 32 and 35 of 68, and on State Roads Commission Right of Way Plat Nos. 14931, 14933, 26355, 14934

This transfer includes a barricade on the dead-end portion of Goosemar Road (Co. 361) at the south right of way line of the Northeastern Expressway as shown on the above plans and plats.

Now Co 130

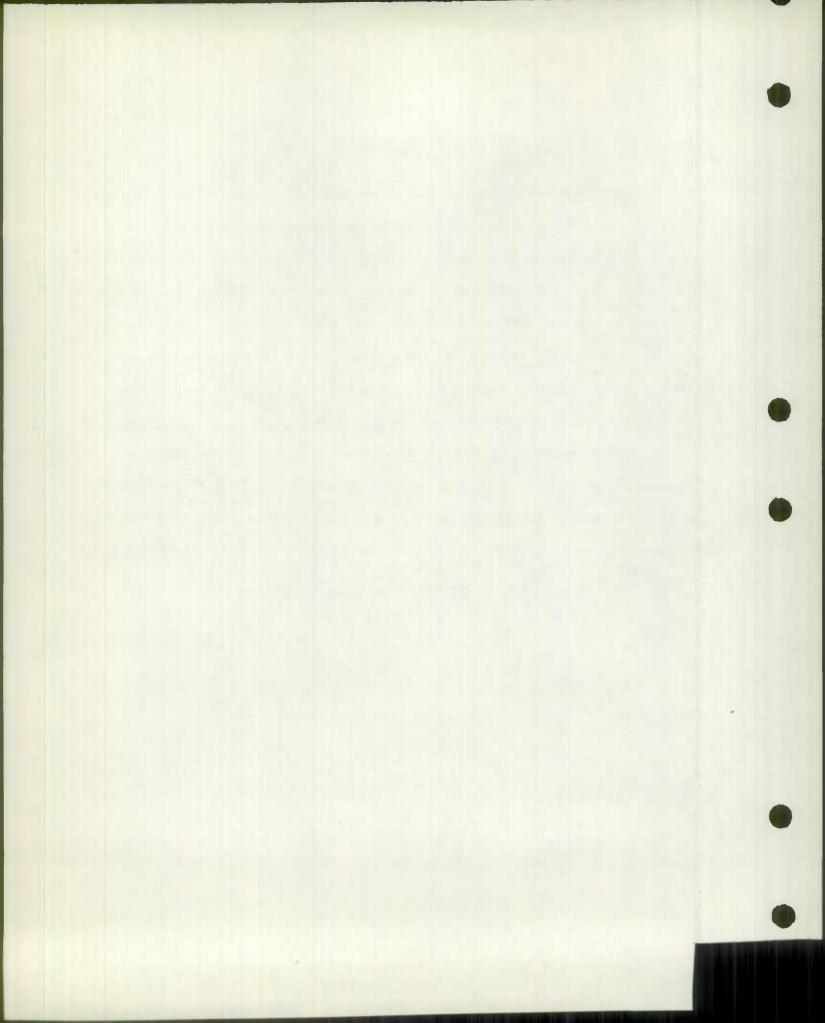


# EXHIBIT J

Co 94

BAILEY ROAD as constructed on a new right of way beginning at a point on the existing alignment northwest of the Expressway, which point of beginning is Bailey Road centerline Station-0+75, and extending parallel with and binding on the Northeastern Expressway right of way line, ending at a point in Old Maryland Route 272, which point is Bailey Road centerline Station 22+50, all as shown on the as-built plans for Northeastern Expressway Contract NE 109, Sheet Nos. 9, 17 and 18 of 86, and on State Roads Commission Right of Way Plat Nos. 14941, 14943, 14942, 14962, 14961

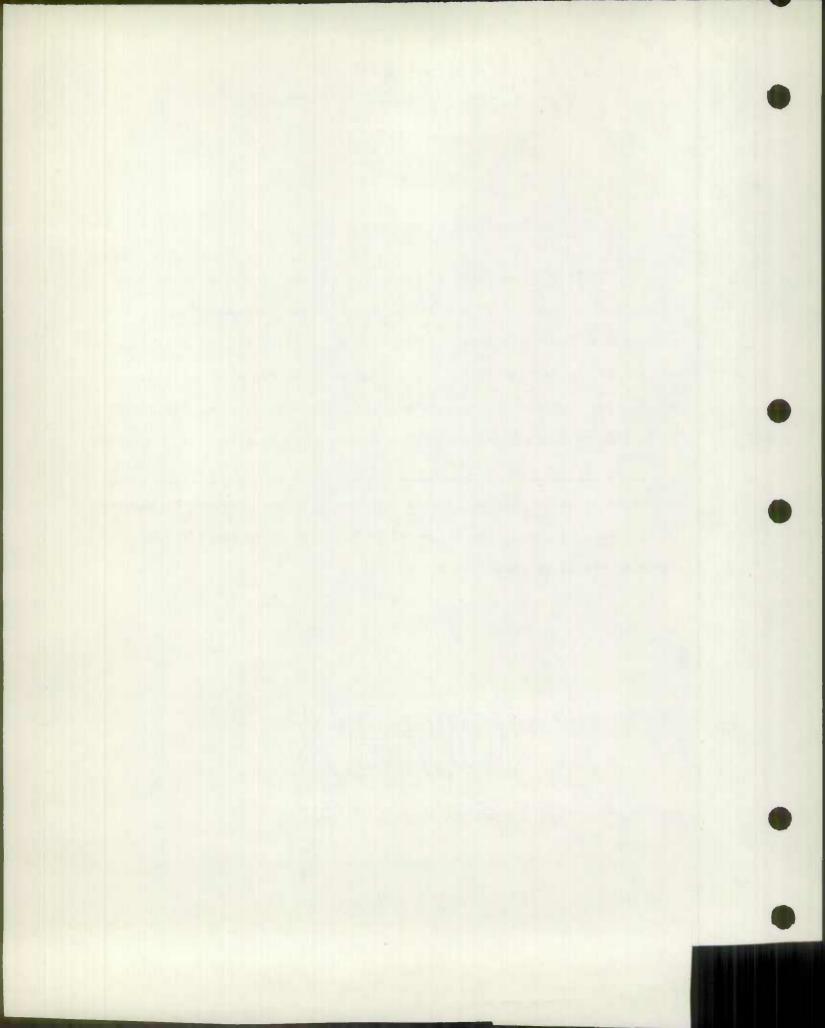
This transfer also includes a tee-turn around and barricade on an unnamed road leading southward from the former Bailey Road alignment, at the Northeastern Expressway right of way line 250 feet right of Northeastern Expressway centerline Station 507+50, as shown on the above plans and plats.



# EXHIBIT K

BOUCHELLE ROAD as reconstructed on the existing alignment between centerline Stations 14+50 and 26+00, crossing the Expressway on a structure at Bouchelle Road centerline Station 20+69.86, which is Expressway centerline Station 577+53.98, all as shown on the as-built plans for Northeastern Expressway Contract NE 109, Sheet Nos. 28, 28A, 28B and 30 of 86, and on State Roads Commission Right of Way Plat Nos. 26277, 14954

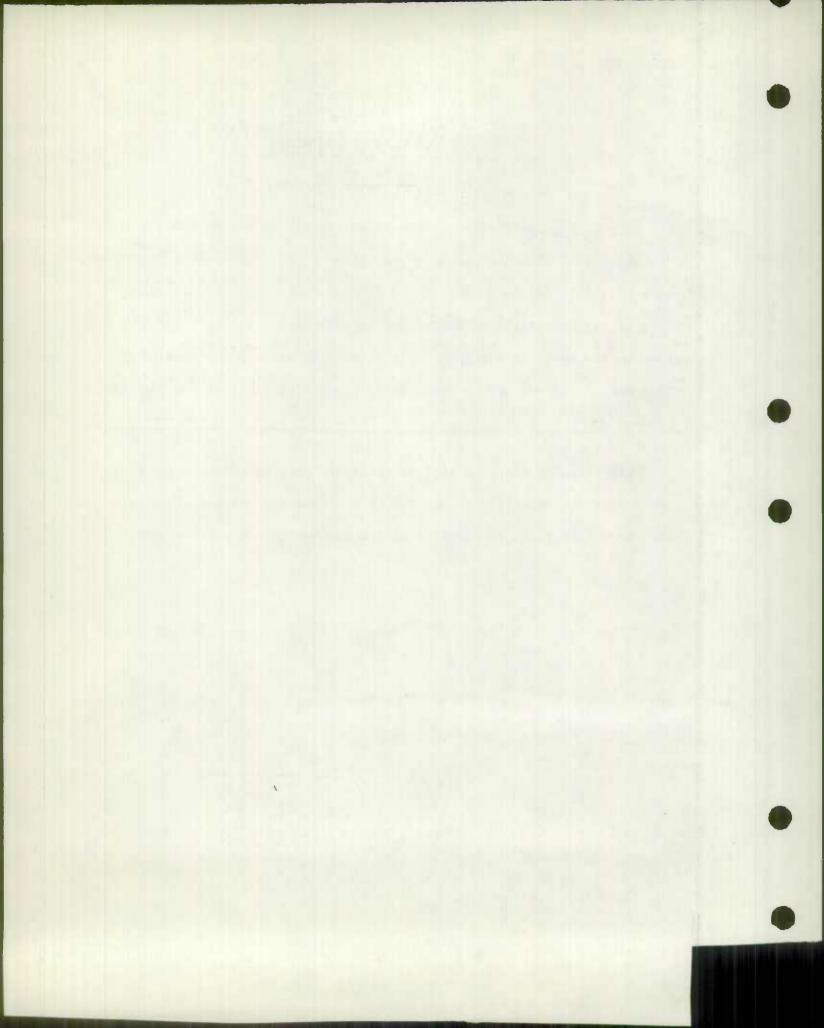
This transfer does not include entrances to Northeastern Expressway facilities at Bouchelle Road centerline Stations 18+50 and 22+75 as shown on the above plans and plats.



#### EXHIBIT L

BEGGARS ROAD barricades and tee-turn arounds on the dead-end portions of Beggars Road at either right of way line of the Northeastern Expressway, and a barricade on the former entrance to the quarry at the Expressway right of way line right of Expressway centerline Station 615, all as shown on the as-built plans for Northeastern Expressway Contract NE 109, Sheet Now. 33 of 86, and on State Roads Commission Right of Way Plat Nos. 14970, 14971

This transfer does not include the newly constructed entrance drive to the Maryland Materials property from the dead-end portion of Beggars Road along the south right of way line of the Northeastern Expressway.



## EXHIBIT M

UNION CHURCH ROAD as reconstructed on existing alignment between

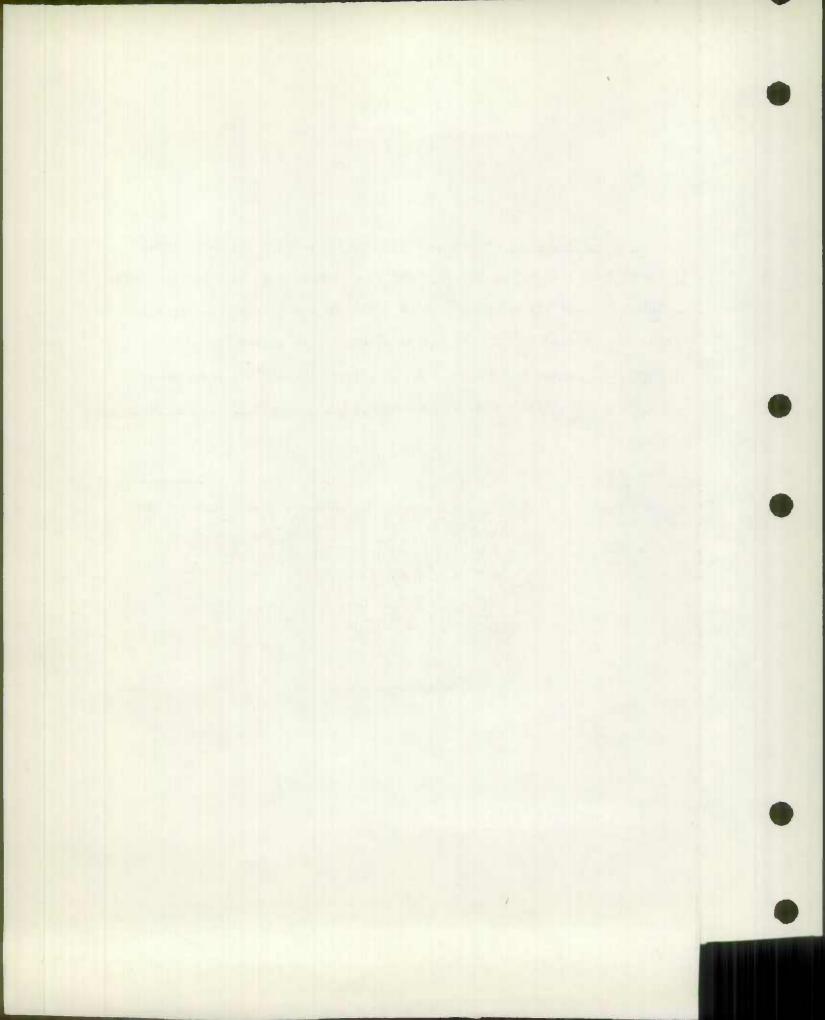
Stations 6+00 and 16+00, crossing the Expressway on a structure at Union

Church Road centerline Station 10+00 which is Northeastern Expressway

centerline Station 665+10.03, all as shown on the as-built plans for

Northeastern Expressway Contract NE 109, Sheet 40 of 86 and on State

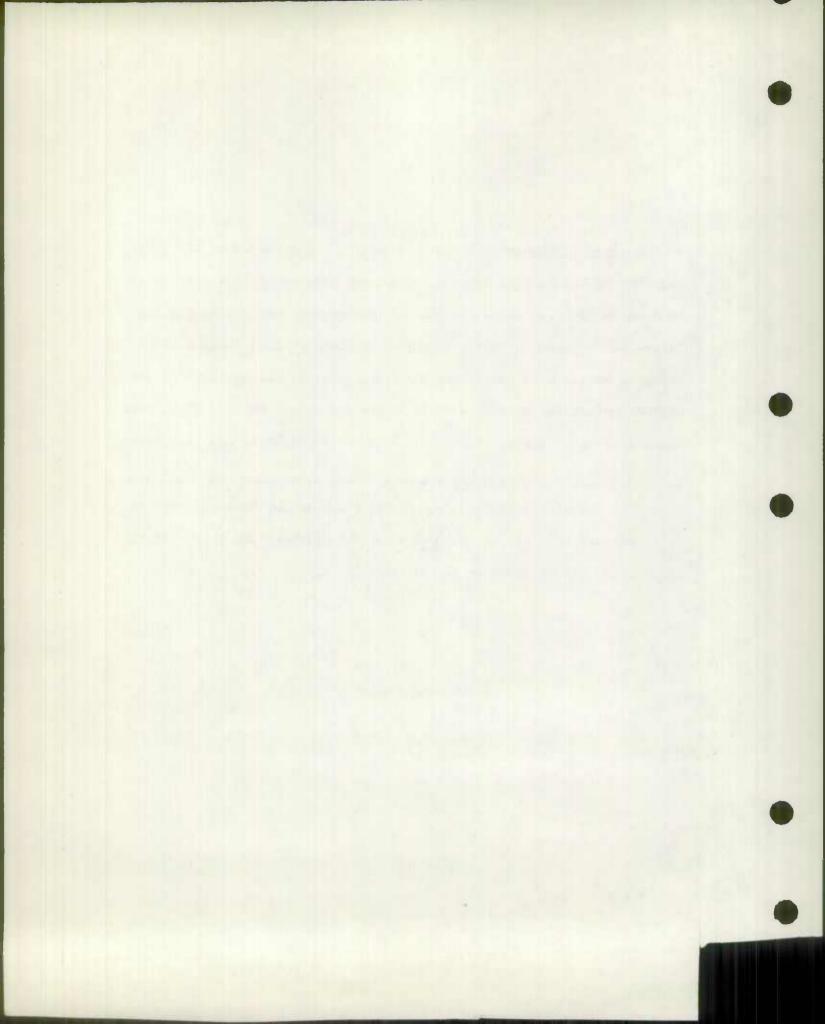
Roads Commission Right of Way Plats No. 15185, 15216



#### EXHIBIT N

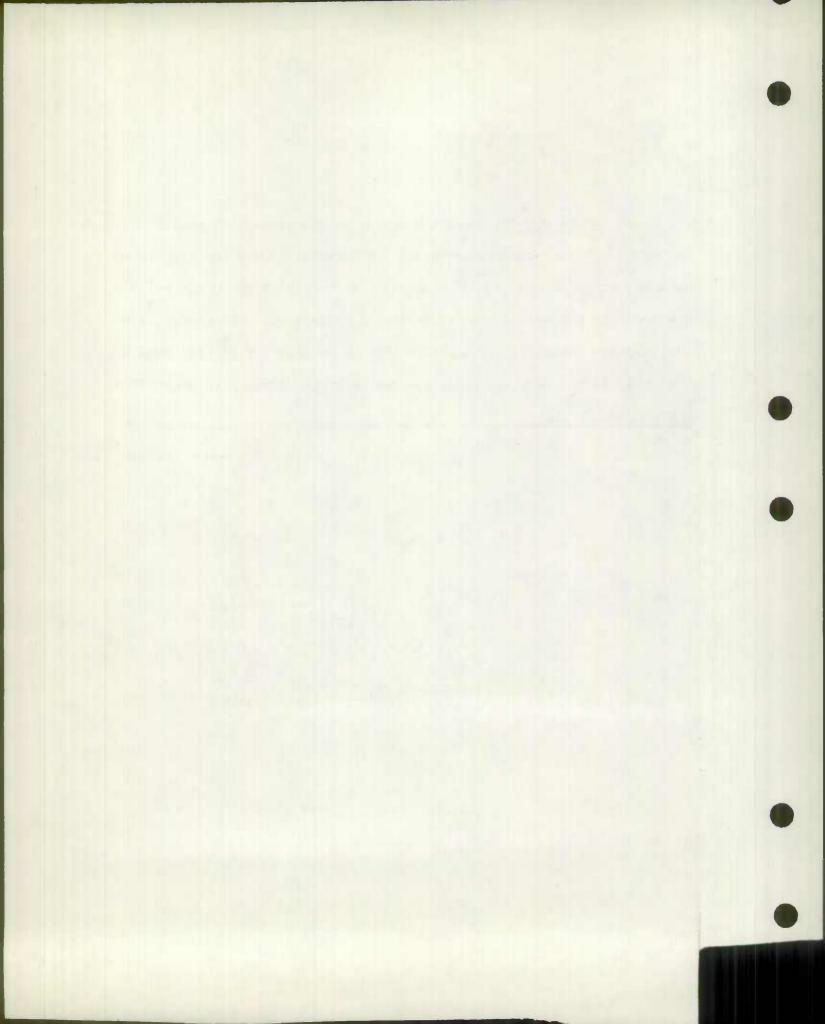
T. SIMPERS ROAD as relocated generally along the south right of way line of the Expressway from T. Simpers Road centerline Station 12+40 to Station 12+32.41 which is also T. Simpers Road centerline Station 101+00 thence proceeding eastwardly to T. Simpers Road Station 132+65.33 which is Deaver Road centerline Station 21+79.39, all as shown on the as-built plans for Northeastern Expressway Contract NE 109, Sheet Nos. 43 thru 47 of 86 and on State Roads Commission Right of Way Plat Nos. 15187, 26638, 26639, 26640

This transfer includes a tee-turn around on the dead-end portion of T. Simpers Road at the north right of way line of the Northeastern Expressway, all as shown on the above plans and plats.



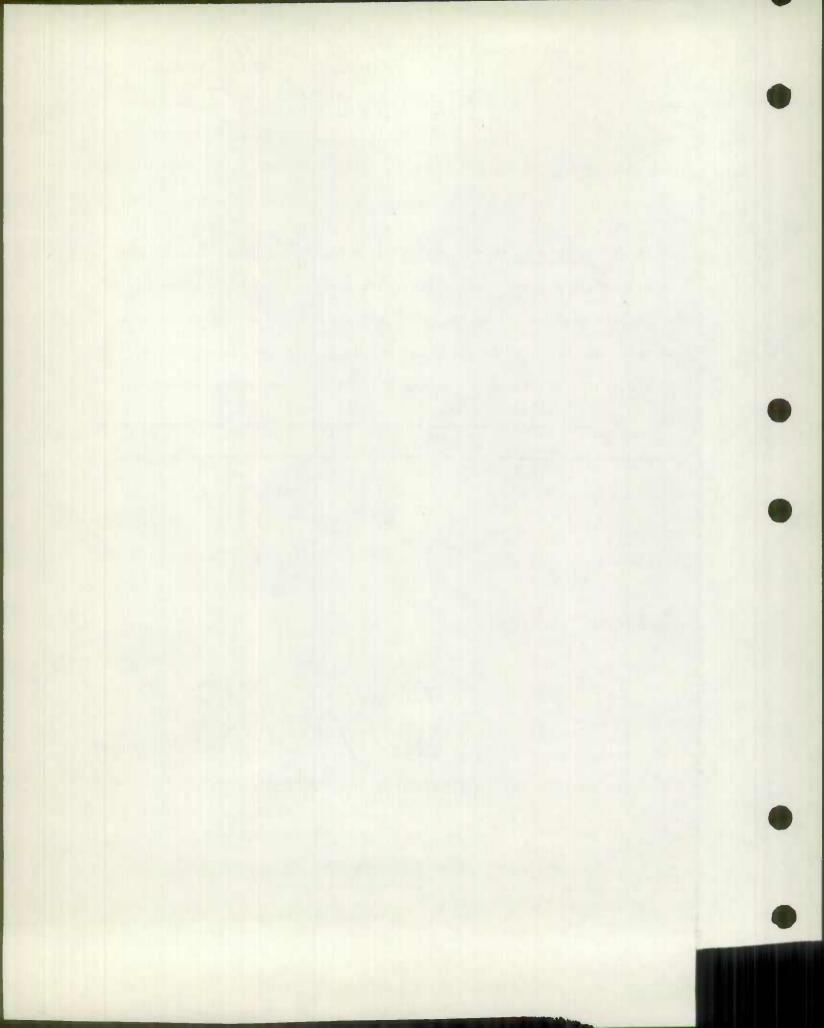
# EXHIBIT O

DEAVER ROAD as reconstructed along the present alignment between centerline Stations 5+00 and 15+00 crossing over the Expressway on a structure at Deaver Road centerline Station 9+95.86 which is Northeastern Expressway centerline Station 722+14.90, all as shown on the as-built plans for Northeastern Expressway Contract NE 109, Sheet No. 50 of 86 and on State Roads Commission Right-of-Way Plat Nos. 15189, 15217, 26640



# EXHIBIT P

FEDER ROAD barricades on the dead-end portions of Feder Road at either right-of-way line of the Northeastern Expressway opposite centerline Station 951 on the north and Station 952 on the south, all as shown on the as-built plans for Northeastern Expressway Contract NE 110, Sheet No. 29 of 96, and on State Roads Commission Right-of-Way Plat Now. 26353



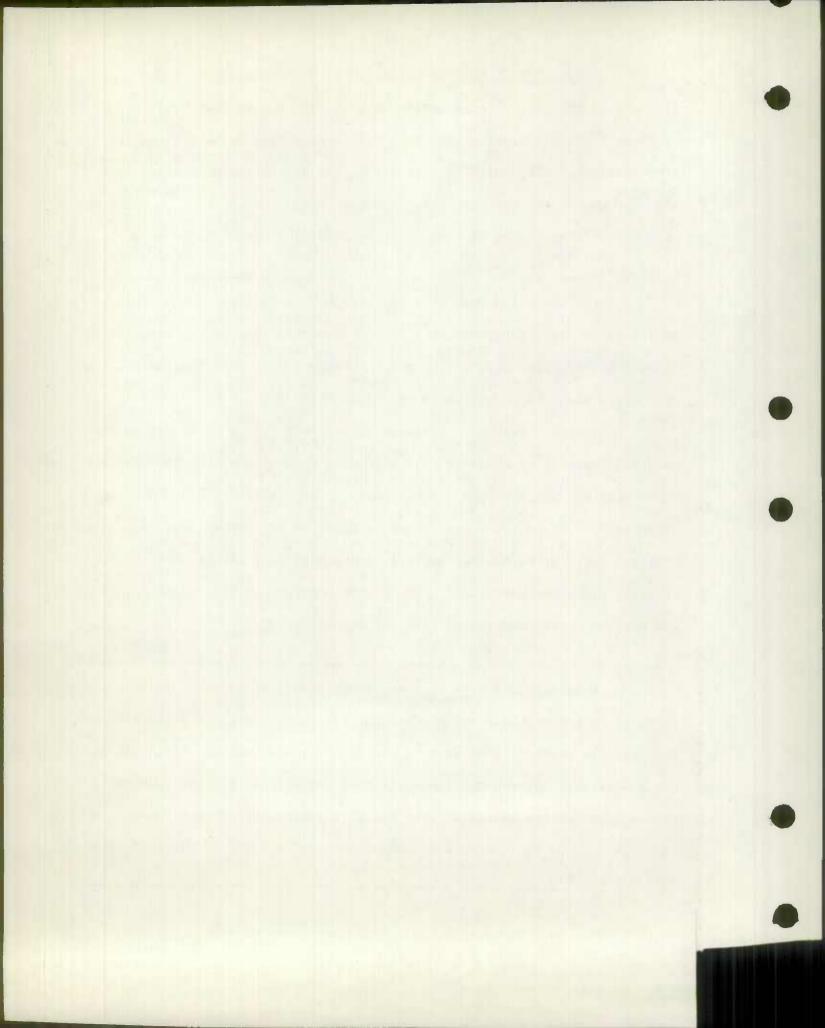
#### EXHIBIT Q

CHESTNUT HILL ROAD as relocated between Stations 2+50 and 11+28.16 to change its intersection with SR 279 from the existing skew crossing at SR 279 Station  $106^{\frac{1}{2}}$  to a tee-intersection at SR 279 centerline Station 103+50, which is Chestnut Hill Road centerline Station 5+00, all as shown on the as-built plans for Northeastern Expressway Contract NE 110, Sheet No. 42 of 96, and on State Roads Commission Right-of-Way Plats Nos. 28466 and 26487

In connection with this transfer, it is understood that when SR 279 is dualized the connection of Chestnut Hill Road on the northwest side of SR 279 will be foreshortened to Chestnut Hill Road Station  $4+0.5^{+}$  to connect with the future westbound lane of SR 279.

This transfer also includes turn-arounds and a barricade on the dead end portions of Chestnut Hill Road on either side of the Northeastern Expressway and the Pennsylvania Railroad at the intersection of their respective right-of-way lines at points south of Expressway centerline Station 1001 and north of Expressway centerline Station 1007, all as shown on the as-built plans for Northeastern Expressway Contract NE 110, Sheet No. 35 of 96, and on State Roads Commission Right-Of-Way Plats 21866

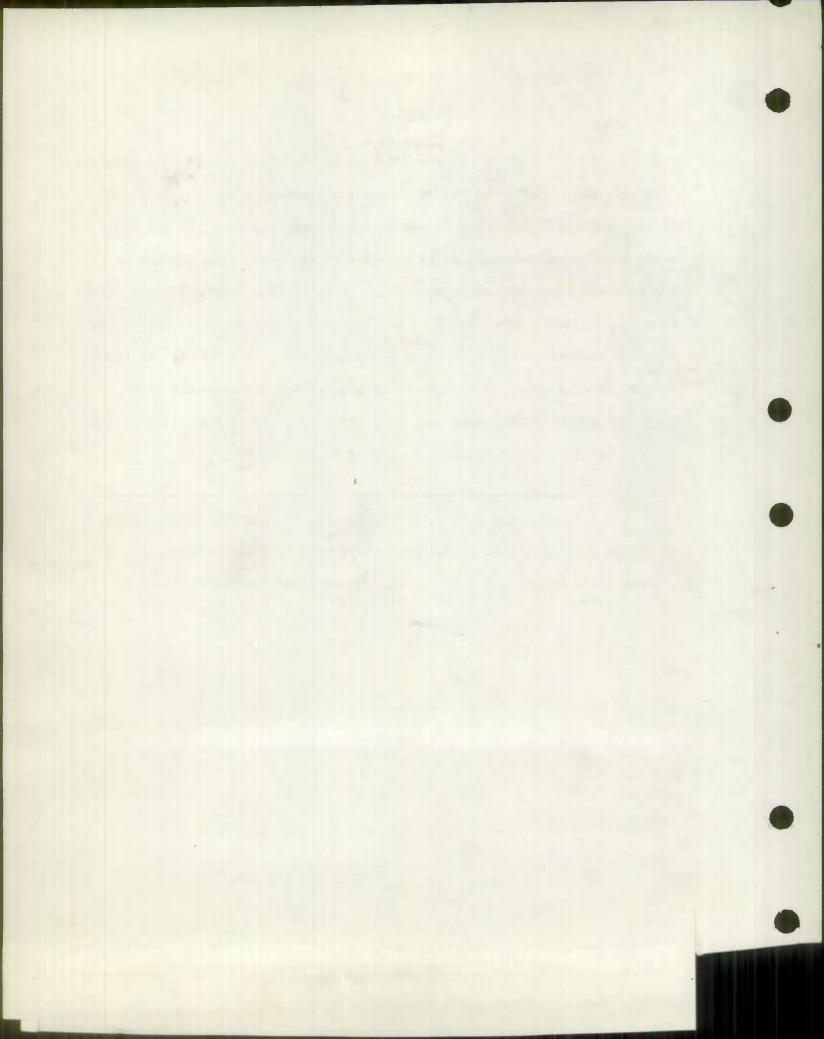
This transfer also includes, for purposes of improved drainage, a widening of the right-of-way of Chestnut Hill Road along the south side of the dead-end portion lying east of the Pennsylvania Railroad and north of the Expressway, between Chestnut Hill Road centerline Stations 0+00 and 20+00, all as shown on the as-built plans for Northeastern Expressway Contract NE 110 Sheet No. 35A of 96, and on State Roads Commission Right-of-Way Plat Nos.



## EXHIBIT R

ACCESS ROAD NO. 1, which serves the residual portionsoof properites belonging to Kenneth Saunders, The Catholic Foundation of the Diocese of Wilmington, Inc., Waldo Lovett and other property now owned by the State Roads Commission, as constructed on a new right-of-way from a point on the centerline of the existing access road at Station 3+10<sup>±</sup> to Access Road centerline Station 10+00 which is SR 279 centerline Station 145+00, being also the centerline of existing SR 279 which, when dualized will be the centerline of the eastbound lane of SR 279, all as shown on the as-built plans for Northeastern Expressway Contract NE 110, Sheet Nos. 36 and 43 of 96, and on State Roads Commission Right-of-Way Plats Nox. 26488

In connection with this transfer, it is understood that when . SR 279 is dualized, that Access Road No. 1 will be foreshortened to Station  $9\pm0.5^{+}$  to connect with the future westbound lane of dualized SR 279.



# NUMBERANDIRI OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHALISIAN AND DERECTOR JOHN B. PURK MONDAY, JANUARY 18, 1963

On request of the County Commissioners of Cecil County, and on recommendation of District Engineer Sharretts, concurred in by Chief Engineer Pisher and Commissioner Evans, Chairman and Director Funk accepted the following roads for maintenance as part of the County Boads System of Cacil County.

Road Condition Survey Emports submitted by Mr. Sharretts indicate that these roads have been accepted and recorded by the County Commissioners of Gecil County, providing for proposed right of way widths as set forth below:

	Road	Longth	County Key Map No.	Election District	Proposed
Co 339	Bridgewood Avenue, from Charles- town Menor	500 ft.	87	5	40 tt. Co 339
6061	Nottingham View Development, from Old Rt. 269 to Cowan Road	0.40 mL	. 51	6	·· co61
Co 336	North Hills Development, Johnson Street, from Red Pump Road conter- ly	0.35 mi	. 52	6	50 st. co336
c. 30	McGlothlin Road, from Dr. Jack Road westerly	0.20 mL	. 49	7	40 et. C. 80
00370	Pleasant Grove Hond, northerly from Calwood Road, one mile west of Route 1	0,50 mi.	. 16	8	< 340

Copy: Mr. D. H. Finher

Mr. W. J. Addison /

Mr. G. W. CassellV

Mr. C. R. Sharretts (2)

Mr. F. P. Serivener

Danton Office

Mr. M. H. Brodsky

Mr. H. G. Doims

Mr. G. N. Lewis, Jr. (3)

Co. Commers, of Cacil County

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Mr Cassell

Copy: Mr. D. H. Fisher

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs (4)

Mr. M. D. Philpot (2)

Mr. A. L. Grubb (2)

Mr. H. P. Jones

Mr. E. K. Lloyd

Mr. W. B. Duckett (2)

Mr. L. C. Moser (2)

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

Mr. G. W. Cassell

Mr. F. P. Scrivener (3)

Mr. C. S. Linville

Secretary's File SRC-Cecil County

Contract Ce-404-5-220

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, SEPTEMBER 9, 1964

\* \* \*

Because of objection by The Pennsylvania Railroad to amendment by exchange of letters, as referred to by Chief Engineer Fisher in letter dated August 21, 1964, the Commission, on motion of Mr. Evans, seconded by Mr. Owings, rescinded its action of March 18, 1964, relative to approval and execution of agreement dated December 18, 1963, with The Philadelphia, Baltimore and Washington Railroad Company and The Pennsylvania Railroad Company, and in lieu thereof took action as follows:

The Commission approved and Chairman and Director Funk executed for and on behalf of the Commission triplicate copies of agreement dated December 18, 1963, by and between The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, and The Pennsylvania Railroad Company, also a body corporate, for itself and as lessee of the said The Philadelphia, Baltimore and Washington Railroad Company, parties of the first part, therein sometimes called "Railroad," and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein sometimes called "Commission," wherein, in connection with the Commission's proposed construction of Md. Route 276 from Md. Route 269 to Md. Route 273, in Cecil County (Contract Ce-404-5-220), which will cross the Railroad's Octoraro Branch at grade at Valuation Station 2116+39.54 near Rising Sun, Maryland, the Railroad, insofar as it has a legal right and its present title permits, grants the use, right, liberty and privilege of construction and maintenance by the Commission, at its sole cost and expense, of a public highway, at grade, over and across the right of way and track of the Railroad at the aforesaid location, and also grants unto the Commission, without charge, an easement for highway purposes through property of the Railroad (shown on SRC Plats Nos. 22446 and 22447, attached thereto and made a part thereof), all subject to the terms, limitations, covenants and agreements more fully set forth therein. The agreement further provides that because of the nature and limited amount of Railroad traffic, automatic highway-railroad flashing light signal protection will not be required at this time; however, if in the future such protection becomes necessary, the Railroad at Commission expense, shall furnish, install, operate and maintain such devices.

Said agreement had been executed previously by the Railroads, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

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Mr. A. S. Gordon Copy:

Mr. D. H. Fisher (2)

Mr. W. E. Woodford, Jr.

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener (2)

Mr. L. C. Moser (2)

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

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs (4)

Mr. M. D. Philpot

Mr. A. L. Grubb

Mr. H. C. Bowers

Mr. G. 7. Cassell-

Mr. E. K. Lloyd

Mr. E. D. Reilly

Mr. J. S. Gerick

Mr. R. M. Thompson

Mr. Charles Lee

Records & Research Section, R/W Div.

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County Commrs. of Cecil County (3)

Secretary's File

SRC-Cecil County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK MONDAY, JUNE 29, 1964

On recommendation of Chief Engineer Fisher in letter of June 23, 1964, Chairman and Director Funk executed duplicate copies of the following agreement dated June 29, 1964, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and the County Commissioners of Cecil County, Maryland, therein referred to as "County Commissioners," //55/9/ party of the second part, covering transfer to the County Commissioners for maintenance purposes of 0.53 mile of Md. Route 316, from the Baltimore and Ohio Railroad bridge at Barksdale northerly to the end of State maintenance (not including Baltimore and Ohio Railroad Bridge #7054). Said agreement had been executed previously by John R. Dickerson, President, County Commissioners of Cecil County, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour:

"THIS AGREEMENT made this 29th day of June, 1964, by and between the State Roads Commission of Maryland, hereinafter referred to as 'Commission,' party of the first part, and the County Commissioners of Cecil County, Maryland, hereinafter referred to as 'County Commissioners,' party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer State Highways or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and

WHEREAS, the Commission, party of the first part, has agreed to transfer the following described section of road, constructed by the Commission, to the County Commissioners, party of the second part, and the County Commissioners have agreed to accept same for maintenance purposes as part of the County Highway System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Commission, party of the first part, does hereby transfer to the County Commissioners, and the County Commissioners, party of the second part, do hereby accept from the Commission the following described section of State constructed road for maintenance purposes, as part of the County Highway System:

Maryland Route 316 - from the Baltimore and Ohio Railroad bridge at Barksdale northerly to the end of State Roads maintenance, a total distance of 0.53 mile. (This road transfer does not include the Baltimore and Ohio Railroad bridge No. 7054).

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

- 1. The effective date for the transfer of this section of road is upon complete approval and execution of this agreement.
- 2. The aforegoing mileage will be included in the inventory as of December 1, 1964.
- 3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County Commissioners beginning July 1, 1965.
- 4. The transfer of said Road is made on an 'As-is-Basis' which pertains to the existing rights of way and to the existing condition of the Road involved, including all appurtenances.

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

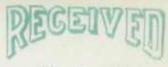
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PLANNING & PROGRAMING

Copy: Mr. A. S. Gordon

Mr. D. H. Fisher (2)

Mr. W. E. Woodford, Jr.

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. F. P. Scrivener (2)

Mr. L. C. Moser (2)

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

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs (4) Mr. M. D. Philpot (2)

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Mr. E. K. Lloyd Mr. E. D. Reilly

Mr. A. L. Grubb Mr. H. C. Bowers

Mr. J. E. Gerick

Mr. G. W. Cassell

Mr. R. M. Thompson

Mr. Charles Lee

Records & Research Section, R/W Div.

County Commrs. of Cecil County (3)

Secretary's File

SRC-Cecil County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK MONDAY, JUNE 29, 1964

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On recommendation of Chief Engineer Fisher in letter of June 23, 1964, Chairman and Director Funk executed duplicate copies of the following agreement dated June 9, 1964, by and between the County Commissioners of Cecil County, Maryland, therein referred to as "County Commissioners," party of the first part, and the State Roads Commission of Maryland, therein referred to as "Commission," party of the second part, covering transfer to the Commission for maintenance purposes of 0.53 mile of Newark Avenue, from Md. Route 279 to Md. Route 280, near the town of Elkton. Said agreement had been executed previously by John R. Dickerson, President, County Commissioners of Cecil County, Maryland, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour:

"THIS AGREEMENT made this 9th day of June, 1964, by and between the County Commissioners of Cecil County, Maryland, hereinafter referred to as 'County Commissioners,' party of the first part, and the State Roads Commission of Maryland, hereinafter referred to as 'Commission,' party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the Governing Bodies of the several Counties are empowered to transfer County Roads and/or Town Streets or portions thereof, to the State Roads Commission of Maryland as part of the State Roads System, and

WHEREAS, the County Commissioners, party of the first part, have agreed to transfer the following described section of road to the Commission, party of the second part, the Commission has agreed to accept same for maintenance purposes, as part of the State Roads System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the County Commissioners, party of the first part, do hereby transfer to the Commission, and the Commission, party of the second part, does hereby accept from the County Commissioners the following described section of County road for maintenance purposes, as part of the State Roads System:

TAY DAME IN LABOR.

Newark Avenue - from Maryland Route 279 to Maryland Route 280, near the town of Elkton, a total distance of 0.53 mile.

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

- 1. The effective date for the transfer of this section of road is upon complete approval and execution of this agreement.
- 2. The aforegoing mileage will be excluded from the inventory as of December 1, 1964.
- 3. The basis for the allocation of funds will exclude the mileage of County Road in the allocation to the County Commissioners beginning July 1, 1965.
- 4. The transfer of said Road is made on an 'As-is-Basis' which pertains to the existing rights of way and to the existing condition of the Road involved, including all appurtenances.

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

CECIL CO

Copy: Mr. D. H. Fisher

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. M. M. Brodsky

Mr. C. R. Sharretts (2)

Mr. H. G. Downs (4)

Mr. M. D. Philpot (2)

Mr. A. L. Grubb (2)

Mr. H. G. Bowers

Mr. E. K. Lloyd

Mr. W. B. Duckett (2)

Mr. L. C. Moser (2)

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

Mr. G. 7. Cassell

Mr. F. P. Scrivener (3)

Mr. C. S. Linville

Secretary's File

SRC-Cecil County

Contract Ce-404-5-220

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, MARCH 18, 1964

Subject to amendment by an exchange of letters between the parties thereto, to provide that the crossing shall not at any time be blocked, except by a moving train, the Commission approved and Chairman and Director Funk executed for and on behalf of the Commission triplicate copies of agreement dated December 18, 1963, by and between The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, and The Pennsylvania Railroad Company, also a body corporate, for itself and as lessee of the said The Philadelphia, Baltimore and Washington Railroad Company, parties of the first part, therein sometimes called "Railroad," and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein sometimes called "Commission," wherein, in connection with the Commission's proposed construction of Md. Route 276 from Md. Route 269 to Md. Route 273, in Cecil County (Contract Ce-404-5-220), which will cross the Railroad's Octoraro Branch at grade at Valuation Station 2116+39.54 near Rising Sun, Maryland, the Railroad, insofar as it has a legal right and its present title permits, grants the use, right, liberty and privilege of construction and maintenance by the Commission, at its sole cost and expense, of a public highway, at grade, over and across the right of way and track of the Railroad at the aforesaid location, and also grants unto the Commission, without charge, an easement for highway purposes through property of the Railroad (shown on SRC Plats Nos. 22446 and 22447, attached thereto and made a part thereof), all subject to the terms, limitations, covenants and agreements more fully set forth therein. The agreement further provides that because of the nature and limited amount of Railroad traffic, automatic highwayrailroad flashing light signal protection will not be required at this time; however, if in the future such protection becomes necessary, the Railroad, at Commission expense, shall furnish, install, operate and maintain such devices.

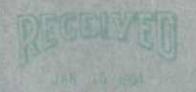
Said agreement had been executed previously by the Railroads, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Rescinded

See minutes dated 9-9-64

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## ME ORATION OF ACTION OF STATE LOADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FURE AND A PARENTAL MONDAY, JANUARY 13, 1964

On request of the County Commissioners of Cacil County, and on recommendation of District Engineer Sharretts, concurred in by Chief Engineer Fisher, Chairman and Director Fun accepted the following roads for maintenance as part of the County Roads System of Cecil County.

these sections of roads have been accepted and recorded by the County Commissioners of Cecil County, providing for proposed right of way widths as set forth below:

Road	Length Ha	nty Key	Mection District	Proposed R/W Width
Cabin John Road, from Rt. 282 North and Cabin John Road Rast 36 4		30 Z 37	1	40 ft.
Knollwood Sub-Division Road, from Locust Point Road Sast	0.50 mi.	91	3	40 ft.
West Thomson Drive, from U. S. Route 40 North	243 It.	92	3	60 ft.
Jarmon Road, from U. S. Route 40 North	350 ft.	93	3	60 ft.
Welbourne Blvd., from U. S. Route 40 North	90 Ct.	94	3	60 ft.
Chestaut Drive, from F. Woods Road North	0.50 mi.	34	4	60 ft.
Jane Street, from George Cox Road Bast ( ) 36 (	850 ft.	50	6	40 ft.

Copy: Co. Cours. of Cecil County

Mr. D.M. Fisher

Hr. R. J. Hajzyk

Mr. G. W. Cassell

Mr. L. M. McCarl

Mr. C. A. Goldeisen (2)

Mr. C. R. Sharretta (2)

Mr. P. P. Serlyener

Denton Office

Mr. M. M. Brodsky

Mr. G. W. Lewis, Jr.

Mr. H. G. Domms

SRC-Cacil County

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## PLANNING & PROGRAMING

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK WEDNESDAY, DECEMBER 19, 1962

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N/E EXPWY.

Chairman and Director Funk executed agreement, in quadruplicate, dated November 14, 1962, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein called "State," party of the first part, and The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, and The Pennsylvania Railroad Company, a body corporate, Lessee of The Philadelphia, Baltimore and Washington Railroad Company, therein collectively called "Railroad," parties of the second part, wherein the Railroad, insofar as it has power and title so to do, grants and conveys, subject to the agreements and reservations therein set forth, unto the State of Maryland, to the use of the State Roads Commission of Maryland, the perpetual right and easement to construct, use, maintain, repair and renew two overhead highway bridges over and across property and operating facilities of the Railroad situated approximately 2.5 miles north of Elkton, Maryland, within that parcel of land described in "Exhibit A" and shown on plat marked "Exhibit B," entitled "State Roads Commission of Maryland -- Northeastern Expressway -- Plat #27568," dated September 14, 1962, both attached thereto and made a part thereof (R/W File NE-566, Contract NE-110).

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

Copy: Mr. D. H. Fisher

Mr. C. A. Goldeisen

Mr. H. G. Downs (4)

Mr. L. E. McCarl

Mr. H. C. Bowers

Mr. R. E. Jones

Mr. C. S. Linville Mr. M. M. Brodsky

Mr. N. L. Smith, Jr.

Mr. C. R. Sharretts (2)

Mr. M. D. Philpot (2)

Mr. A. L. Grubb (2)

Mr. L. C. Moser (2)

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

Mr. E. K. Lloyd

Mr. G. W. Cassell

J. E. Greiner Company

Secretary's File

Contract NE-110

N.E. Expressway-Binder

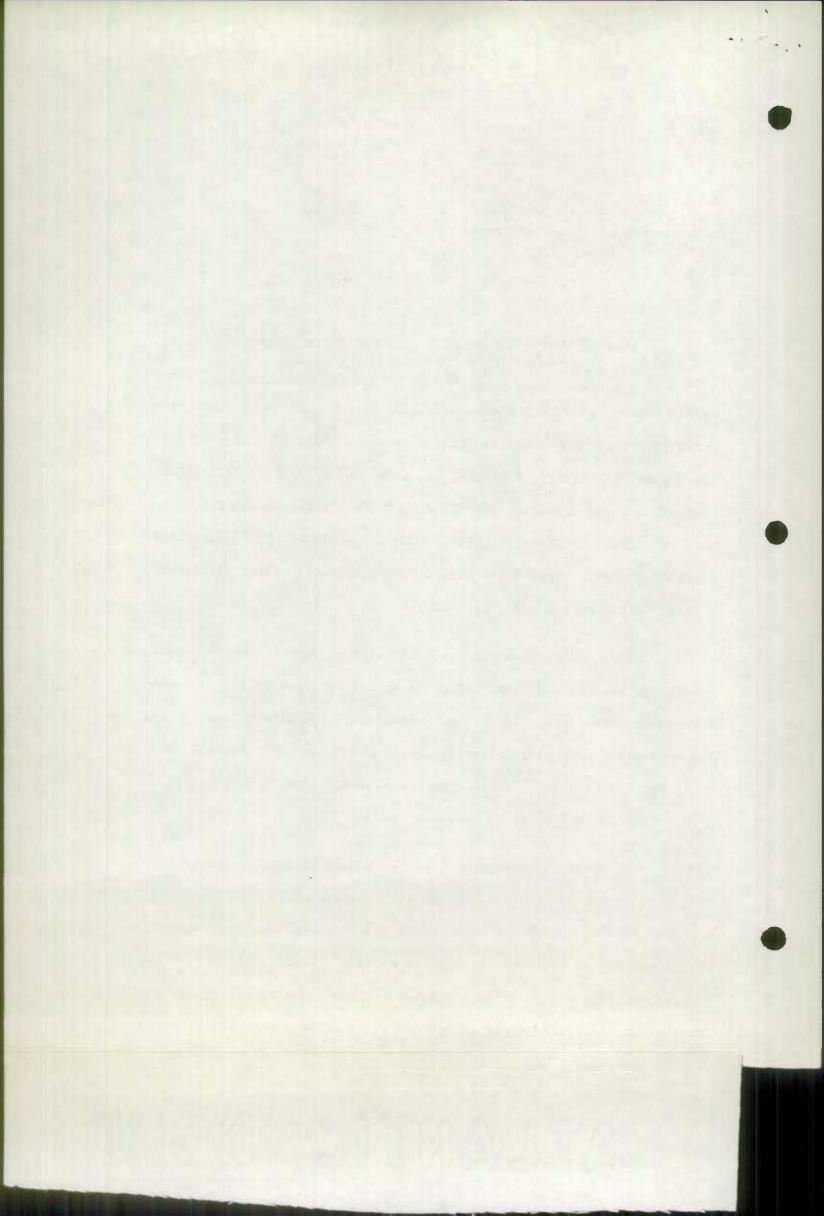
SRC-Cecil County

September 11, 1962

Northeastern Expressway Pennsylvania Railroad Agreement Elkton, Maryland

WHEREAS, pursuant to law, the State is undertaking to construct a toll express highway, hereinafter generally referred to as "Northeastern Expressway", from proposed Whitemarsh Boulevard, Baltimore County, Maryland and proceeding in a northeasterly direction between U. S. Route 40 and U. S. Route 1 to a point at or near the boundary line between the State of Maryland and the State of Delaware; and

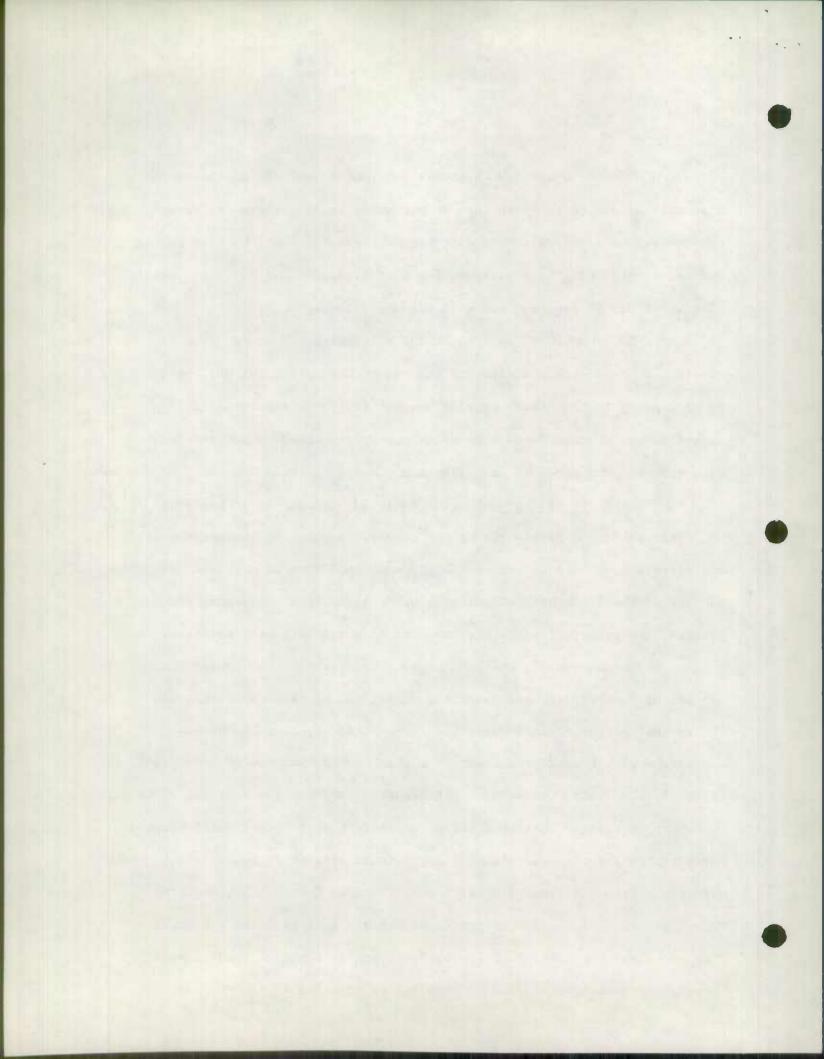
WHEREAS, construction of the said Northeastern Expressway, on the alignment adopted, will cross over certain parts of the property and operating facilities of Railroad in the vicinity of a point approximately two and five-tenths (2.5) miles north of Elkton, Maryland, which highway crossing will provide for a new highway facility solely for the improvement of highway traffic services and the benefit to the Railroad will be zero; and



WHEREAS, State and Railroad, pursuant to certain preliminary discussions, desire to enter into an agreement setting forth the terms and conditions under which the said highway crossing shall be constructed and maintained, and the provisions for such alteration of Railroad facilities which may be required for said highway crossing.

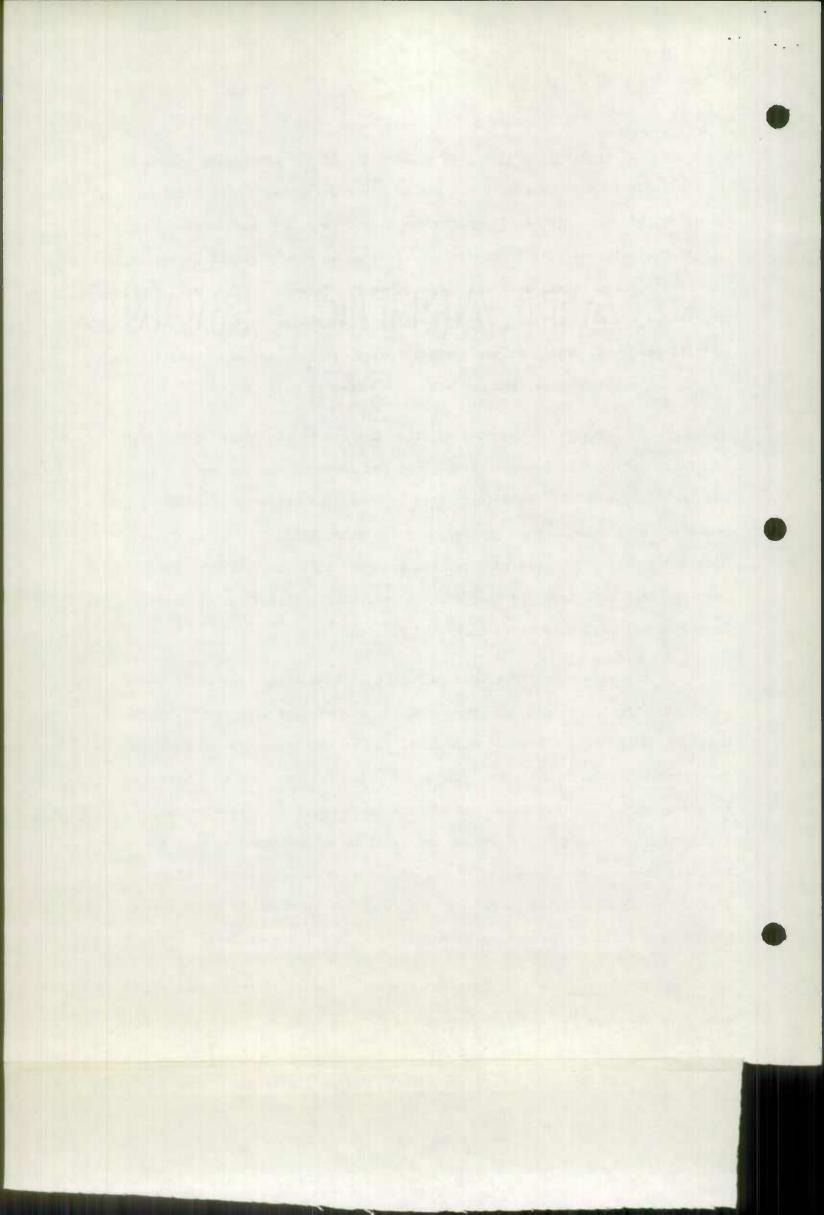
NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for, and in consideration of, the premises and the sum of One Dollar (\$1.00), paid by each party to the other, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained, State and Railroad covenant and agree to and with each other as follows:

1. Grant of Easement - The Railroad, insofar as it has power and title so to do, hereby grants and conveys, subject to the agreements and reservations hereinafter set forth, unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right and easement to construct, use, maintain, repair, and renew two (2) overhead highway bridges over and across that portion of the property and operating facilities of Railroad situated within that parcel of land described in "Exhibit A", attached hereto and made a part hereof, and shown on a plat marked "Exhibit B", entitled "State Roads Commission - Northeastern Expressway - Plat No. 27568 dated September 14, 1962, attached hereto and made a part hereof, said bridges being at the location and with the approximate horizontal and vertical clearances from existing railroad tracks shown on "Exhibit C", entitled "Northeastern Expressway - Over Pass at Pennsylvania Railroad - General Plan and Elevation dated February 1962, attached hereto and made a part hereof, and to be constructed as hereinafter provided.



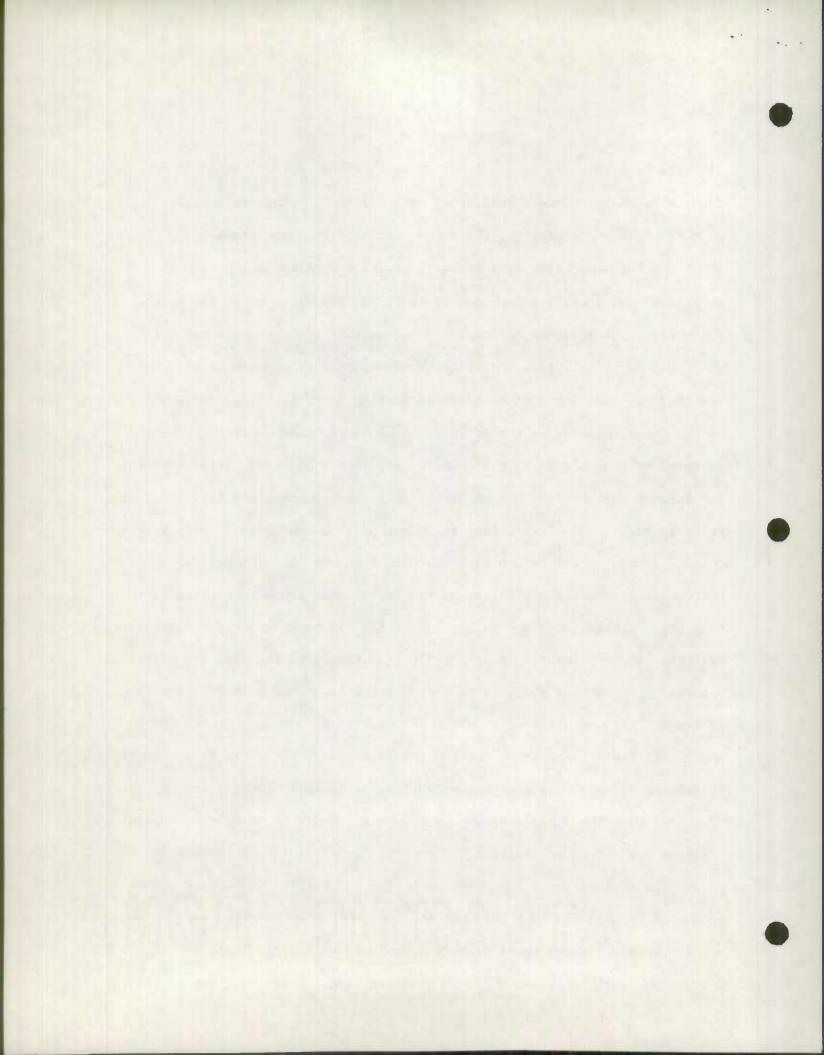
2. Reservation of Rights - The grant of the aforegoing easement to the State is made expressly subject to the reservation in the Railroad of all rights and interest in and to the land covered by said easement, not inconsistent with said easement, including, without limitation thereto, the right to construct, maintain, repair, renew, enlarge, alter, use, operate, and remove a track or tracks, power, trolley, communication, and signal lines, and all conduits, pipes, wires, divices, poles, guides, anchors, accessories, works, and appurtenances, and any other structure or facility. Reverter - Upon cessation of the use by the State of the right and easement for such bridges, said right and easement shall cease and terminate and the Railroad shall thenceforth hold its land and property as if the right and easement had never been granted; and the State shall remove, at its own cost and expense, the said two overhead bridges, including all appurtenances thereto, from said land and restore said land substantially to its present condition, if requested so to do by the Railroad. 4. Structure - The said two overhead highway bridges shall consist of single structures, each to carry a three-lane roadway with provisions for

- 4. Structure The said two overhead highway bridges shall consist of single structures, each to carry a three-lane roadway with provisions for widening on the median side to four lanes in the future. It being further understood that State shall have the right under the terms of this agreement to widen, at some future date, the structures to carry four-lane roadways. All of the above-mentioned construction shall be accomplished in such a manner that all the permanent portions of the aforementioned structures shall lie within the limits of that parcel of land described in "Exhibit A", a part hereof, and shall be located as shown on "Exhibit C", a part hereof.
- 5. <u>Drainage</u> (A) State will provide, maintain, and renew all necessary drainage and drainage structures for the said two overhead bridges and for the highway thereover, and for all related structures, slopes, walls, embankments, and paths and shall protect the Railroad's property from any



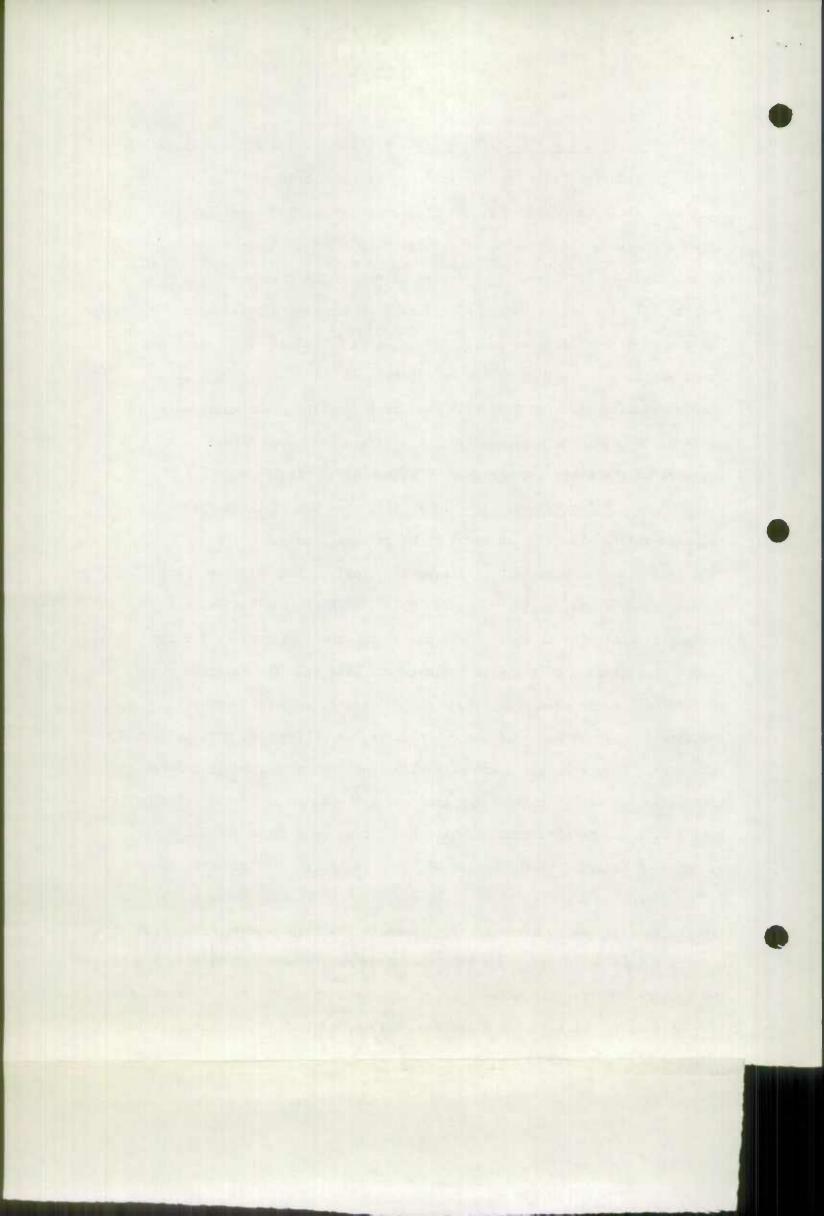
flow, washing, diversion, overflow, or discharge of waters, mud, silt, dirt, oil, waste, noxious substance, or the like, or other materials, onto the Railroad's property therefrom; provided that the State may introduce into the Railroad's existing drainage system, in accordance with plans and specifications satisfactory to, and approved by the Chief Engineer of the Railroad, so much drainage waters from the said two overhead bridges lying within the vicinity of Railroad's property as will not overload the existing system, provided further that, if in the judgment of the Chief Engineer of the Railroad, such introduction will overload the existing system, the State will, at no cost to the Railroad, either enlarge and improve that system in a manner satisfactory to the Chief Engineer of the Railroad or, in the alternative, if no method is deemed satisfactory by the Chief Engineer of the Railroad, State will not make such introduction. If the drainage structures provided by the State shall prove to be inadequate to protect the property and facilities of the Railroad from water flowing onto the same, either directly or indirectly as a result of the said two overhead bridges, such changes shall be made by the State, at its sole cost and expense, in the drainage structures, as shall be mutually agreed upon by the State and the Railroad in order to provide proper and sufficient drains and drainage facilities to carry off such water from the Railroad's property and facilities.

(B) The State agrees to preserve all existing surface or subsurface drainage systems on the Railroad's property, insofar as is possible, in construction of the said two overhead bridges. Wherever it becomes necessary to change or relocate said drainage systems, such changes or relocations as may be necessary to properly drain the Railroad's property shall be made by the State at no cost to Railroad and in a manner which is satisfactory to the Chief Engineer of the Railroad.

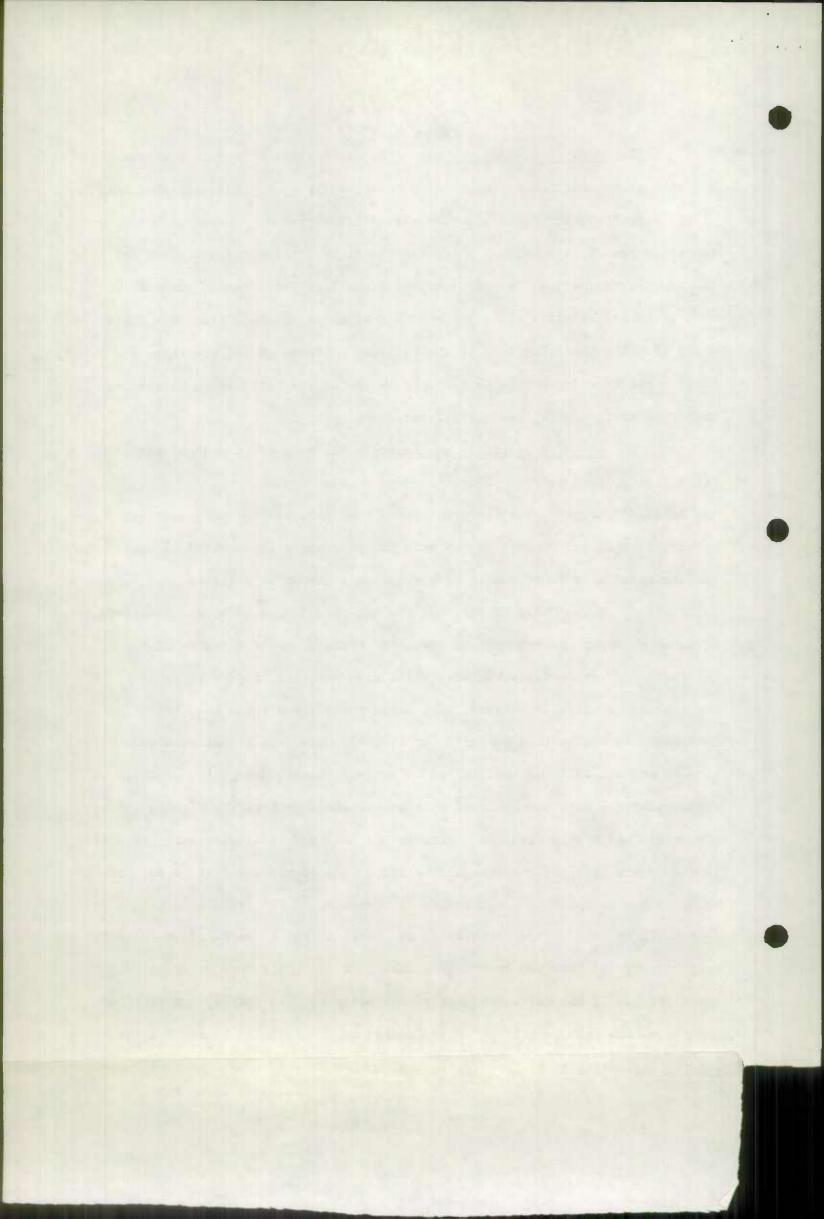


- 6. Plans and Specifications Preliminary and final detailed plans and specifications for the said two overhead bridges, including drainage, shall be prepared by the State; such plans and specifications to be subject to the approval of the Railroad's Chief Engineer, to the extent Railroad's interest is affected thereby. The Railroad shall prepare all detailed plans and specifications for the relocation or alteration of any railroad facilities required hereunder; such plans and specifications to be subject to the approval of the State, to the extent its interest is affected thereby. The final detailed plans and specifications may be revised, supplemented, or modified only upon mutual approval of the State and the Chief Engineer of the Railroad.
- 7. Relocation of Railroad Facilities The Railroad agrees to relocate and/or alter, or to cause to be relocated and/or altered, temporarily and/or permanently, its power, trolley, communication, and signal lines, wires, pipes, conduits, poles, anchors, facilities, and equipment, excluding tracks, to the extent reasonably necessary for the proper construction of the said two overhead bridges. The Railroad shall proceed with reasonable promptitude and diligence, subject to proper coordination by the State or its contractors, to perform, or have performed, such work. Such relocation and alteration shall be performed in accordance with plans and specifications prepared and approved as aforesaid. The Railroad's work may be performed with its own forces on a force account basis, by contract (awarded by the Railroad), or by a combination of both. The Railroad and the State agree that any aerial wire crossing under the bridge structures shall be constructed to conform to the requirements of the Public Utility Policy for Expressways and Controlled Access Arterial Highways or to the requirements for the highest grade of construction for main line railroads as specified in the National Electrical Safety Code, whichever requires the higher grade of construction.

- 5 -



- 8. Construction of Bridges The State shall forthwith construct or cause to be constructed the said two overhead bridges, including abutments, piers, supporting structures, drainage facilities, and all other parts and appurtenances of said bridges including the highway and curbs thereover and the approaches thereto. Such construction shall be performed in accordance with plans and specifications prepared and approved as aforesaid. The State shall keep the Chief Engineer of the Railroad informed of its progress, and shall coordinate its work with the work by or for the Railroad in relocating and/or altering the railroad facilities.
- 9. Safety and Traffic Continuity All work to be done by the State or its contractor or contractors on or over or about the Railroad's right-of-way or property in the construction, maintenance, repair, renewal and removal of the said two overhead bridges shall be done at such reasonable times and in such reasonable manner as shall be satisfactory to the Chief Engineer of the Railroad and so as not to interfere with, or endanger the movement of trains or traffic upon the tracks of the Railroad. Any temporary structures shall have adequate shields to protect the railroad facilities beneath. The State agrees, and shall require its contractor or contractors to agree, to take all necessary precautions and care to protect railroad traffic and to avoid accident, damage to, or delay of, or interference with the Railroad's trains or other property. No explosive of any nature which will create a hazard to the railroad facilities shall be used in the construction of the overhead bridge or its approaches. It is the intent hereof that the safety and continuity of operation of the traffic of the Railroad shall be of the first importance and shall at all times be protected and safeguarded, and that the contractors shall arrange their work accordingly. Any approvals of the Chief Engineer of the Railroad will not be considered as a release from responsibility for any damage to the Railroad by acts of the Contractors, or those of their employees.



and building inspectors, trainmen, or other employees deemed necessary by the Railroad during construction or during the maintenance or removal or repair of said bridges to protect or safeguard railroad traffic shall be provided by the Railroad and the cost thereof shall be borne by the State. It is agreed, however, that the providing of such watchmen, flagmen, trackmen, bridge and building inspectors, trainmen, or other employees by the Railroad and other precautions taken, either by the Railroad or the State as a consequence of the work of the contractor or contractors, shall not relieve said contractors or their insurers of any liability for injury or damage arising in connection with their operations.

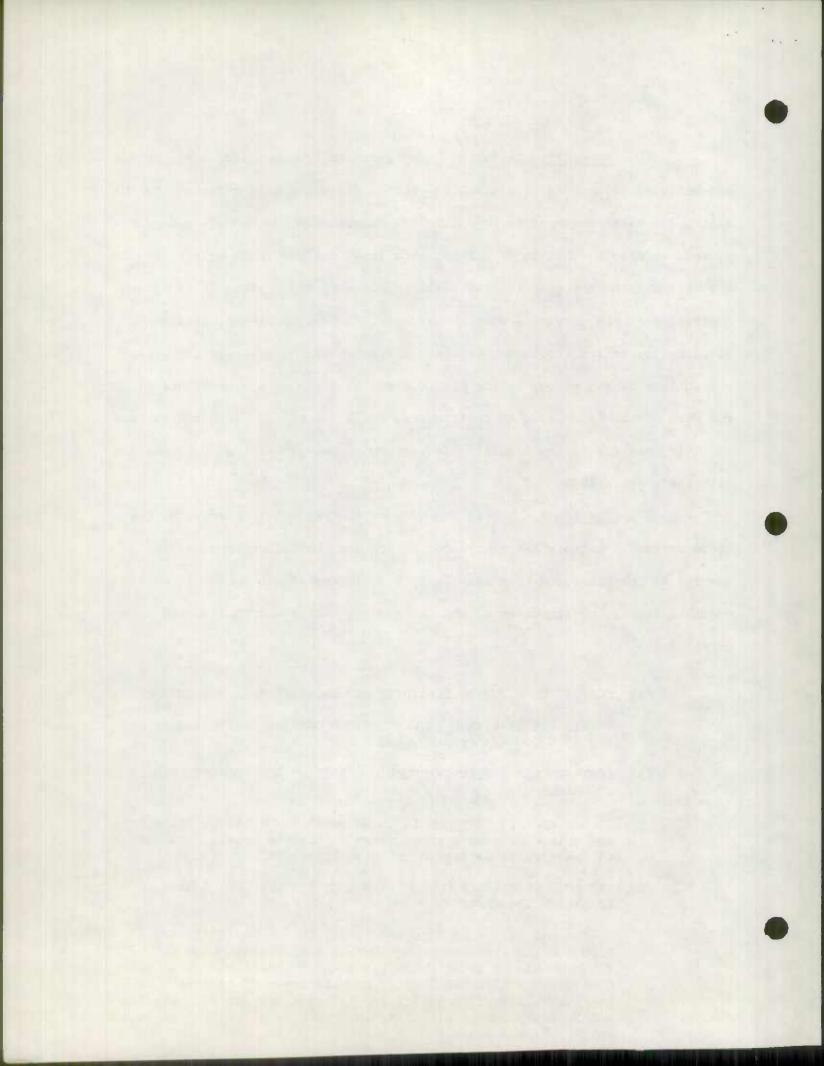
11. <u>Insurance</u> - Before any work on the project is commenced, the State agrees to require its contractor to procure the following kinds and amounts of insurance and keep same in full force and effect until all work required for the construction of the improvement has been completed and accepted:

- (A) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE Limits not less than \$250,000/1,000,000 for Bodily Injury and \$500,000 for Property Damage.
- (B) CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE -

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

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

Limits not less than \$250,000/1,000,000 for Bodily Injury and \$500,000 for Property Damage. This policy shall name THE PENNSYLVANIA RAILROAD COMPANY and THE PHILADELPHIA, BALTIMORE & WASHINGTON RAILROAD COMPANY as "The Insured" to comply with the Standard Uniform Policy for Railroad Protective Liability and Property Damage Liability Insurance developed and adopted in 1958 by the A.A.S.H.O. - A.A.R.



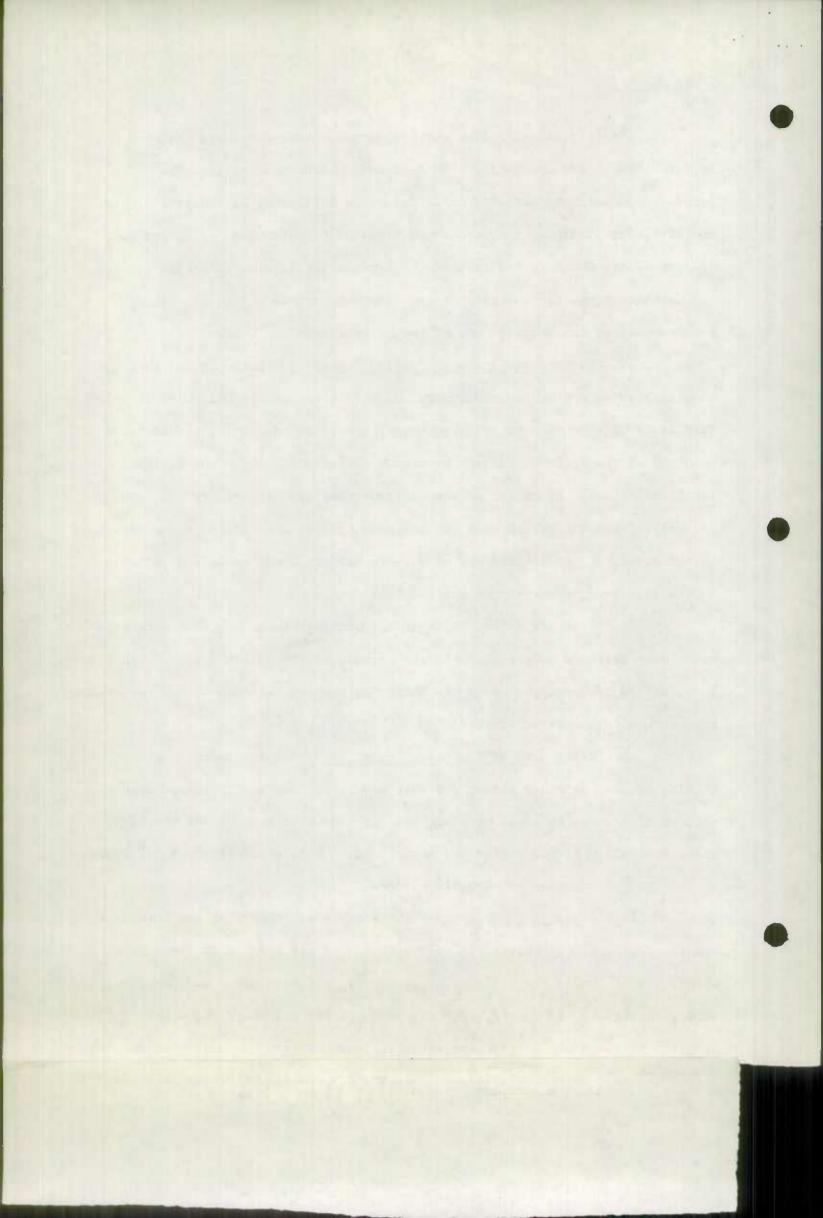
The original of Policy (C) and certificates of (A) and (B) must be furnished to and approved by the Railroad. Contractor will not be permitted on Railroad property until Insurance Policy (s) have been approved. Policies, Certificates of Insurance, Notices of Cancellation, etc., are to be sent by the Contractor direct to the Engineering Officer of the Railroad. The Contractor and his insurance representative must reconcile all policy requirements to the satisfaction of the Railroad and the State.

12. Support of Land and Erection Procedure - State agrees that

it will provide and maintain adequate and sufficient slopes and supports so that there will be no loss of support for, nor landslides into, nor collapse of, the land of the Railroad and of the tracks, structures, and other railroad facilities thereon by reason of the construction, maintenance, repair, use, renewal, or removal of the said two overhead bridges and related structures, to the end that the Railroad may be able to use its lands under and adjacent to the said bridges for any proper and legal use.

All plans for falsework, rigging, bracing, forms or other structures on or over Railroad property, including removal of the existing bridge, shall be submitted to and approved by the Chief Engineer of Railroad or his representative before this work is started.

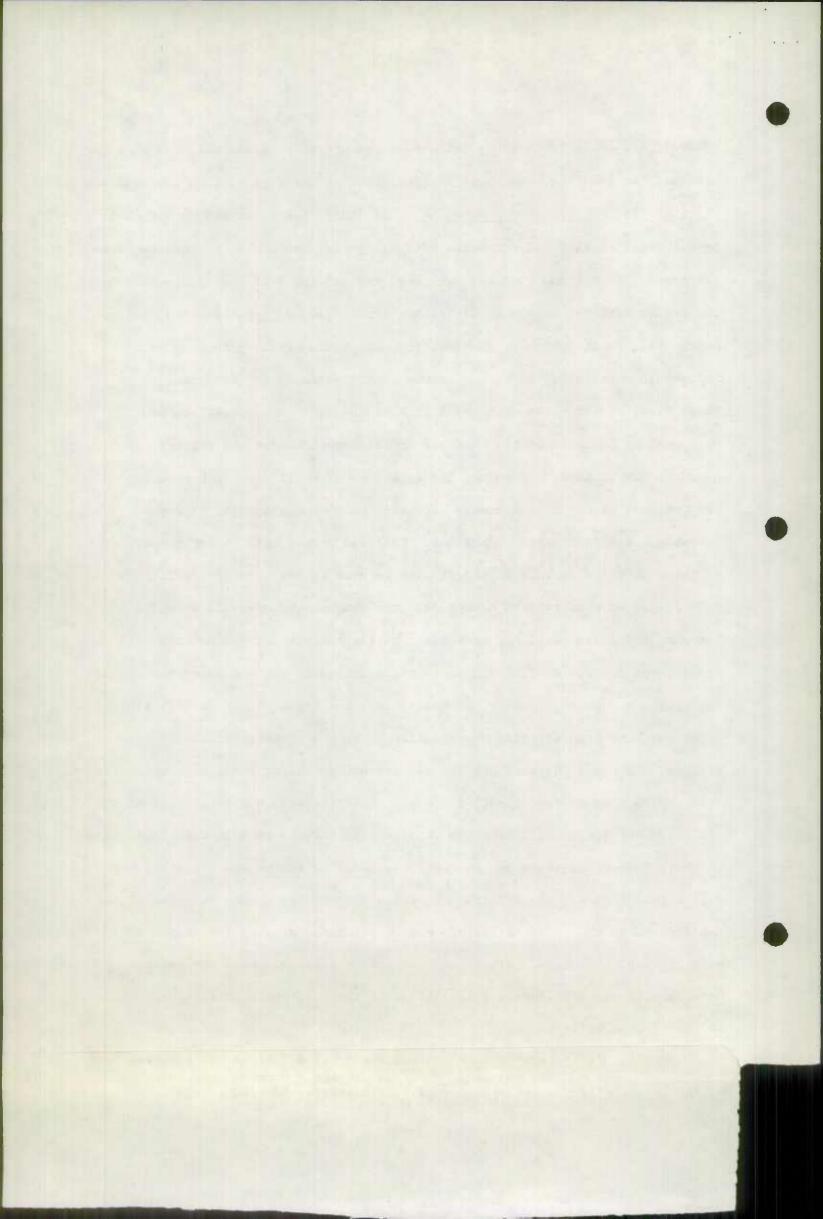
- 13. Clearances of Temporary Structures All falsework, rigging, bracing, forms, or other structures that may be erected shall provide such minimum clearances as shall be prescribed by the Chief Engineer of the Railroad, and shall be constructed and maintained in a safe condition at all times during the construction of the said bridges.
- 14. Cleaning up Property The State shall remove or shall require its contractor or contractors to remove, before final payment to them, from within the limits of the Railroad right-of-way, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings and other property of the State or its contractor or contractors used in connection with the project but not incorporated in said bridges and appurtenances as a part



thereof, and shall leave the right-of-way and property of the Railroad in a condition at least equivalent to that existing at the beginning of construction.

- 15. Maintenance and Repair The State agrees, at its own expense, to maintain, repair, and renew the bridges, piers, abutments, approaches, substructures, curbs, and roadways over the same and the drainage system in connection with the same and all related structures and appurtenances, all of which shall be the property of the State, the State agreeing to keep said bridges in a suitable, safe, and secure condition so as not to impede, jeopardize, or interfere with the full free and safe use, operation, and enjoyment by Railroad of its railroad or its appurtenances and property as same may now or hereafter exist, and in any event shall make such repairs and renewals as may be reasonably necessary to keep the bridges in such suitable, safe, and secure condition. Railroad agrees that, after completion of the work to be done by or for it with respect to its railroad facilities, as a result of construction of the said two overhead bridges and acceptance thereof, the State shall not thereafter be responsible for the maintenance, repair, and renewal of railroad facilities, including but not being restricted to, tracks and power, trolley, communication, and signal lines, and facilities which may have been affected or relocated by reason of construction of said bridges. In event the said bridges and approaches and/or other highway facilities are damaged by derailment, accidents or collisions, due to the use of the railroad, the State shall make the repairs necessary to restore said facilities to their former condition and the Railroad shall reimburse the State for the full actual cost of such repairs. In the event, however, that said facilities are damaged by reason of collisions and/or accidents arising out of use of said highway, the State shall at its own cost and expense make the repairs necessary to restore aforesaid facilities to their former condition, all at no cost to the Railroad.
- 16. Costs and Payments State shall pay all costs and expenses of the construction, maintenance, repair, and renewal of said bridges, in-

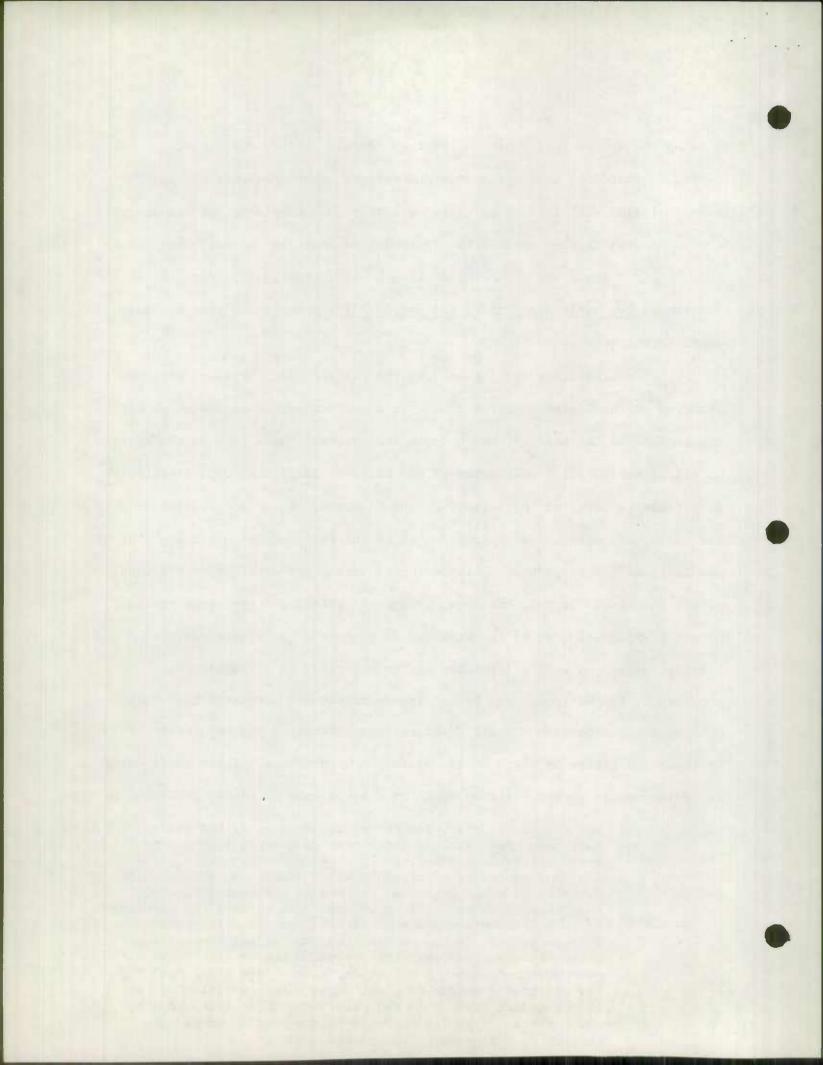
- 9 -



cluding the approaches, supports, highway, curbs, paving, embankments, walls, foundations, drainage system and related structures thereof, and also including the cleaning up of the premises upon completion of the project.

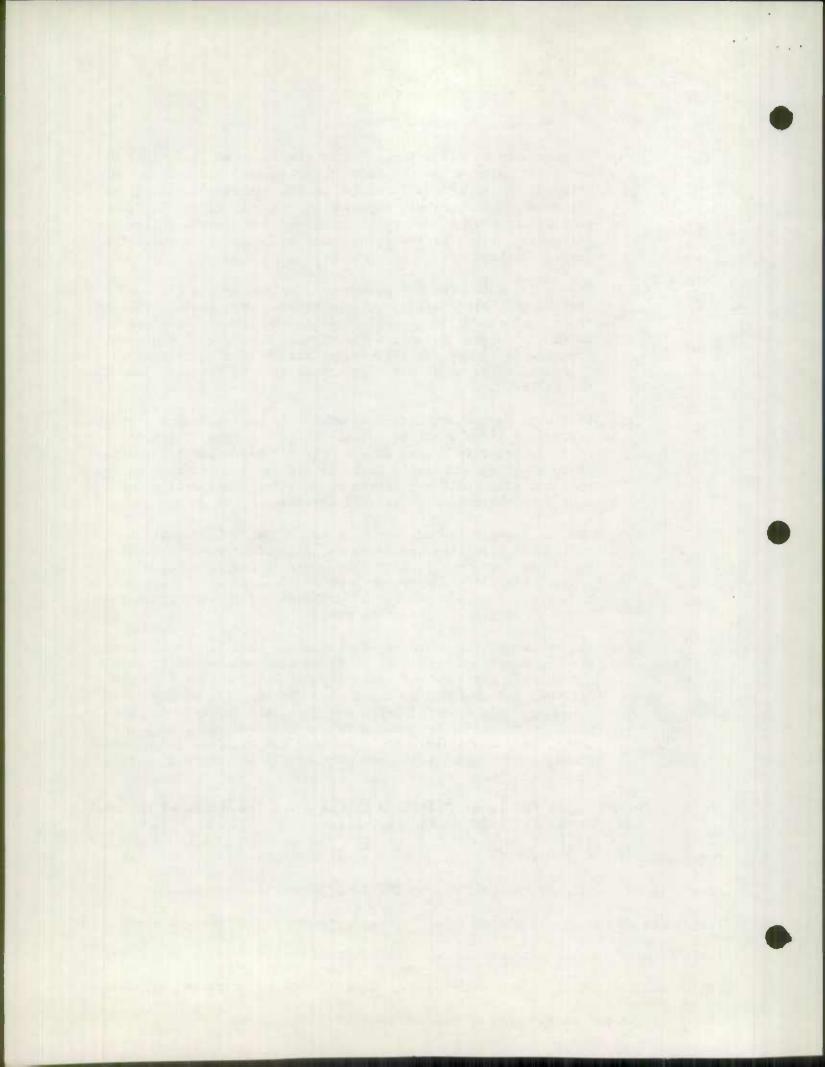
State agrees to make the following payments to the Railroad:

- (A) State shall pay the Railroad, within thirty (30) days hereof, the sum of <u>Two hundred and fifty and 00/100 Dollars</u> for the rights and easements herein granted.
- (B) The State shall reimburse the Railroad for costs and expenses incurred by the Railroad by reason of the construction, maintenance, repair, and renewal of the bridges, which costs and expenses shall include the costs of all alterations and relocation of any railroad facilities by the Railroad or its contractors, of the surveys by the Railroad, of the preparation of the plans, estimates, and specifications by the Railroad, of engineering by the Railroad, of inspection by the Railroad during the progress of the work, of all watchmen, flagmen, trackmen, bridge and building inspectors, trainmen, or other employees used by the Railroad to protect or safeguard railroad traffic, of all materials furnished by the Railroad, of all equipment supplied by the Railroad, and of all transportation of materials and equipment by the Railroad. Said costs shall exclude alteration and relocation of Railroad facilities by State Roads Commission Contractors. Those costs which are reimbursable to the Railroad shall be allowed subject to the following rules:
  - (i) The wages, salaries, and traveling expenses of Railroad employees shall exclude wages paid to general supervisory personnel but shall include: (1) an amount equal to fifteen (15) per cent of the allowable wages, salaries, and traveling expenses of other personnel in lieu of the costs, supervision, and administration; (2) an amount equal to five (5) per cent of such allowable wages and salaries, representing vacation allowance; (3) an amount equal to two (2) per cent of such allowable wages and salaries, representing paid holidays; (4) an amount equal to all taxes, Federal and State, paid by the Railroad based on such allowable wages and salaries; and (5) an amount equal to a pro rata share of contributions by the Railroad to health and welfare and pension funds with respect to employees included thereunder.



- (ii) The costs of material furnished by the Railroad shall include a "stores expense" at the rate of twelve (12) per cent of the value of the materials furnished by the Railroad's stores department and a "purchase expense" at the rate of one (1) per cent of the cost of materials furnished through the Railroad's Purchasing Agent; representing costs of handling, supervision, and administration.
- (iii) The rental rates for any equipment supplied by the Railroad (including tools, machinery, locomotives, work trains, rolling stock, and roadway machines) shall be the rental rates set forth in "General Manager's Association Schedule of Equipment Rental", dated May 1, 1955, or, if not set forth therein, then at rental rates to be mutually agreed upon by the State and the Railroad.
- (iv) The costs of transportation of materials and equipment over the Railroad's lines shall be calculated at the rate of one (1) per cent net ton-mile and at actual cost for all other transportation, it being understood that the cost of transporting railroad material shall not exceed the cost of transporting the same from the nearest available location.
- (v) The costs shall include the cost of Workmen's Compensation or Employers' Liability Insurance and Federal Employer's Liability, Fire Insurance, Public Liability, Owner's and Contractor's Contingent Liability and Property Damage Insurance; all applicable taxes levied on any materials purchased for the work; and the costs of permits, and license fees.
- (vi) All costs arising under any subcontracts made by the Railroad for any portion of the work shall be allowable provided said subcontract has been authorized by the Chief Engineer of the Railroad and approved by the State. In the case of any subcontracts in favor of Gibbs and Hill, Incorporated for preparation of plans for changes in the Railroad electric traction facilities, the State shall reimburse the Railroad for an additional amount equal to 10 per cent of all the charges of said sub-contractor.
- (vii) Such other items of expense as the State and the Chief Engineer of the Railroad mutually agree to.

The State shall reimburse the Railroad as aforesaid within thirty (30) days after the submission by the Railroad to the State of certified detailed statements of the actual allowable costs based upon auditable records which shall be made available to the State. The Railroad shall, insofar as possible, remit such statements on a monthly basis. If any items of costs are disputed, payment shall not be withheld on undisputed items.

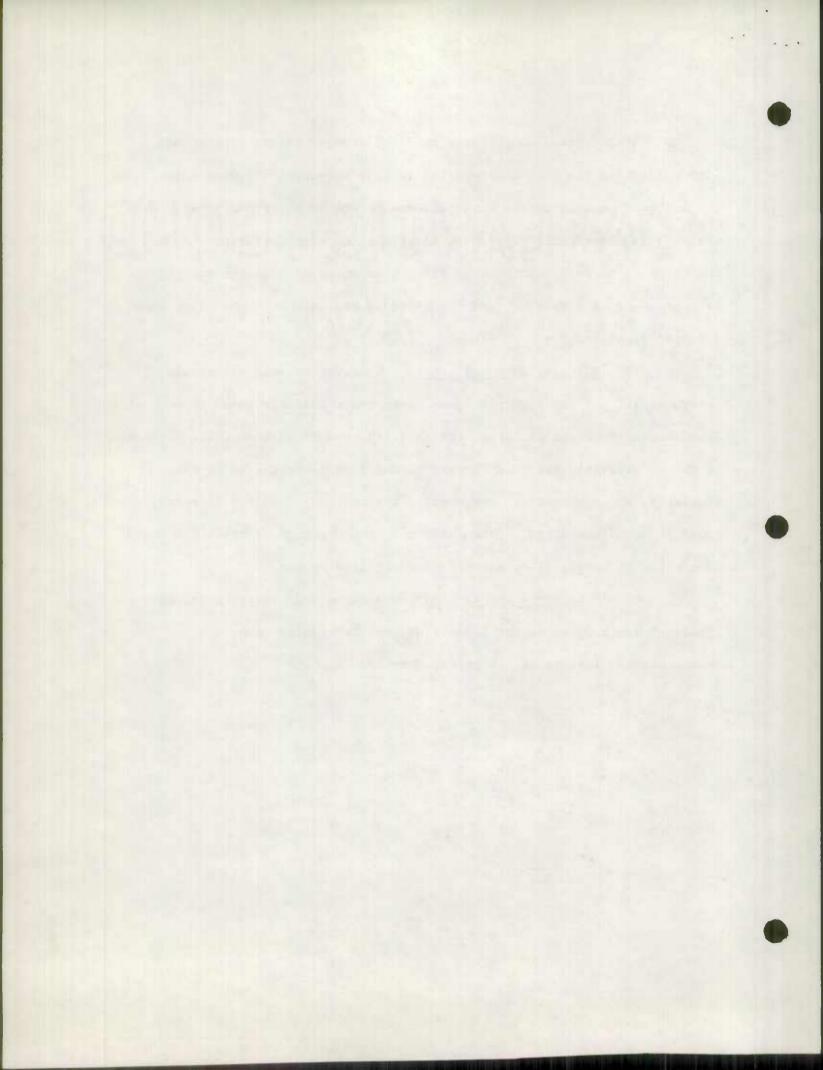


State agrees that, prior to final payment to its contractors with respect to the work contemplated in this Agreement, it will check with the Railroad concerning the work performed or to be performed by such contractors and concerning any labor, materials, or transportation supplied by the Railroad to such contractor. Final settlement with contractor (s) shall be contingent upon showing that the Railroad has been reimbursed for such services furnished.

- 17. Notices, Approvals, etc. Wherever notices, approvals, instructions, and the like are to be given under this Agreement to or by the Chief Engineer of the Railroad, this shall be deemed to mean Chief Engineer of The Pennsylvania Railroad Company or any person designated by him.

  Similarly, wherever notices, approvals, instructions, and the like are to be given to or by the State, State shall mean the Chairman of the State Roads

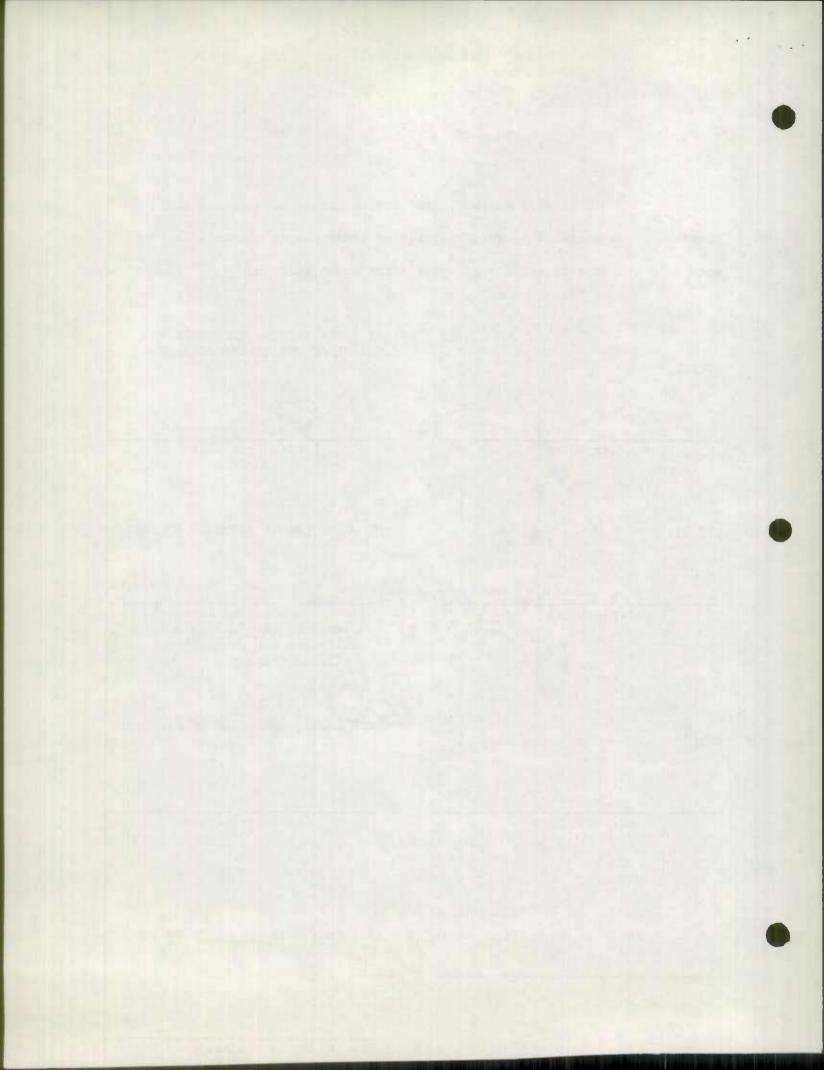
  Commission of Maryland, or any person designated by him.
- 18. <u>Successors and Assigns</u> The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of all parties hereto.



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

ATTEST:	THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY
ASSISTANT Secretary	by Special Vice President
ATTEST:	THE PENNSYLVANIA RAILROAD COMPANY
ASST. TO THE Secretary	Regional Manager Lessee of The Philadelphia, Baltimore and Washington
	Railroad Company  STATE ROADS COMMISSION OF MARYLAND
ATTEST:	(N2 of
Secretary	Chairman-Director
Approved as to form and legal  , 196	sufficiency this // day of

Special Assistant Attorney General

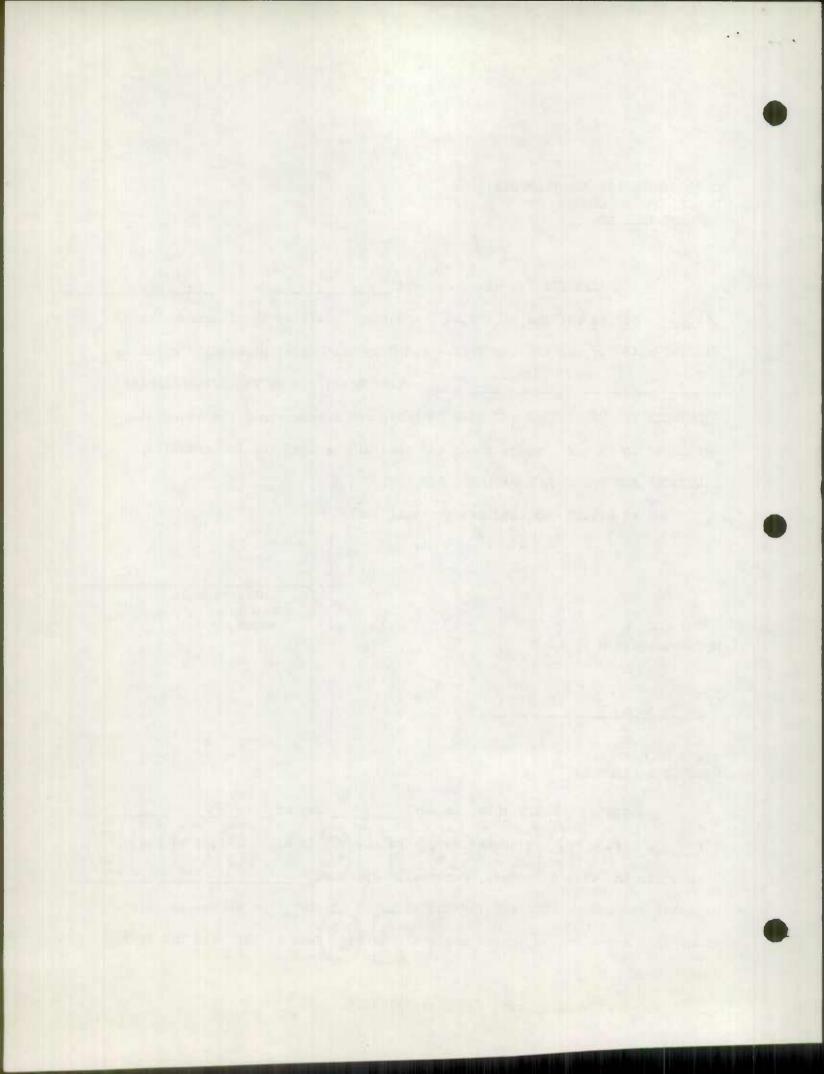


COMMONWEALTH OF PENNSYLVANIA) COUNTY OF MONTGOMERY ) ss: CITY-OF-PHILADELPHIA )			
I HEREBY CERTIFY that, on this 4 <sup>rd</sup> day of Lecember			
196 2, before me, the subscriber, a Notary Public of the Commonwealth of			
Pennsylvania, in and for the County and City aforesaid, personally appeared  J. P. NEWELL , Vice President of THE PHILADELPHIA,			
BALTIMORE AND WASHINGTON RAILROAD COMPANY, and acknowledged the aforegoing			
Agreement to be the corporate act and deed of the said THE PHILADELPHIA,			
BALTIMORE AND WASHINGTON RAILROAD COMPANY.			
AS WITNESS my hand and Notarial Seal.			
Notary Public Lower Merion Township Mantgomery County, Pa.  My Commission Expires:			
July 2, 1965			
STATE OF MARYLAND) ss:  CITY OF BALTIMORE)  I HEREBY CERTIFY that, on this 4 day of November ,			
196 7/, before me, the subscriber, a Notary Public of the State of Maryland,			
in and for the City aforesaid, personally appeared C. M. Smith.			
Regional Manager of THE PENNSYLVANIA RAILROAD COMPANY, and acknowledged the			
oforesoing Agreement to be the corporate act and deed of the said THE PENNSYLVAN			

AS WITNESS my hand and Notarial Seal.

RAILROAD COMPANY.

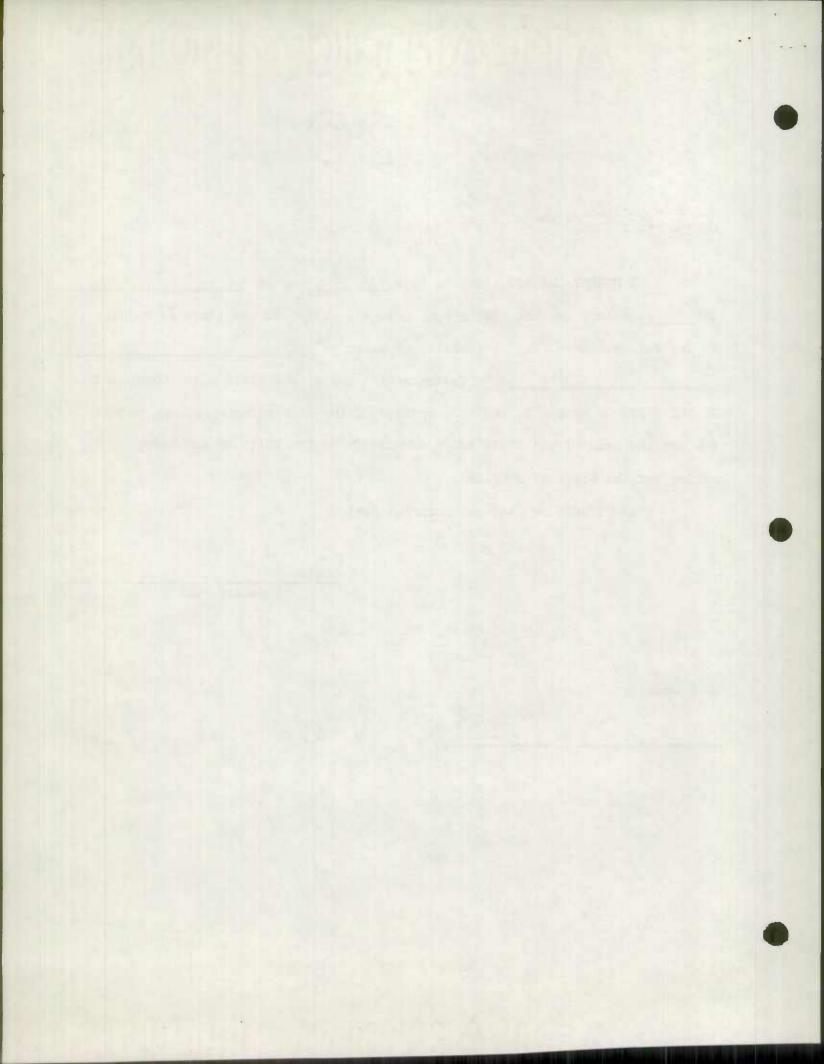
Worth Himself



STATE OF MARYLAND) ss:

I HEREBY CERTIFY that, on this 19th day of December
196 2 , before me, the subscriber, a Notary Public of the State of Maryland,
in and for Baltimore City, personally appeared John 3 Funk
, Chairman-Director of the STATE ROADS COMMISSION
OF THE STATE OF MARYLAND, and he acknowledged the aforegoing Agreement to be
the act and deed of the STATE ROADS COMMISSION OF THE STATE OF MARYLAND,
acting for the State of Maryland.
AS WITNESS my hand and Notarial Seal.
Frank J. Parkuski

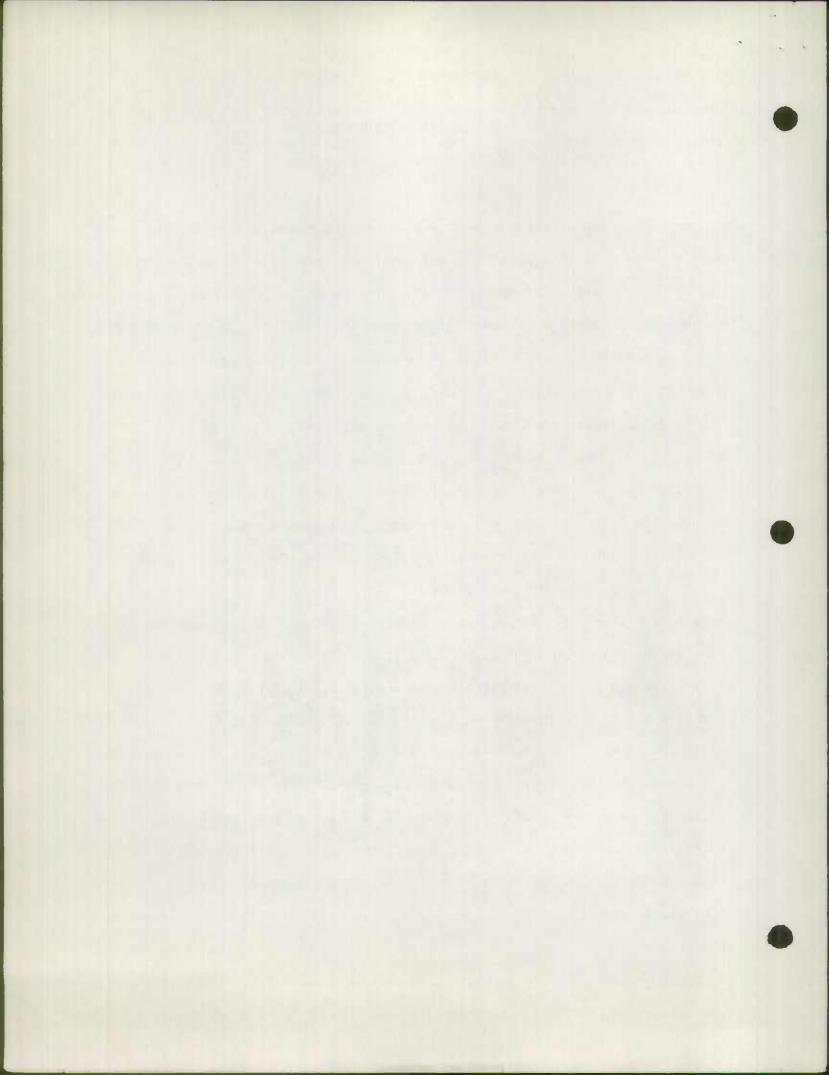
My Commission Expires:



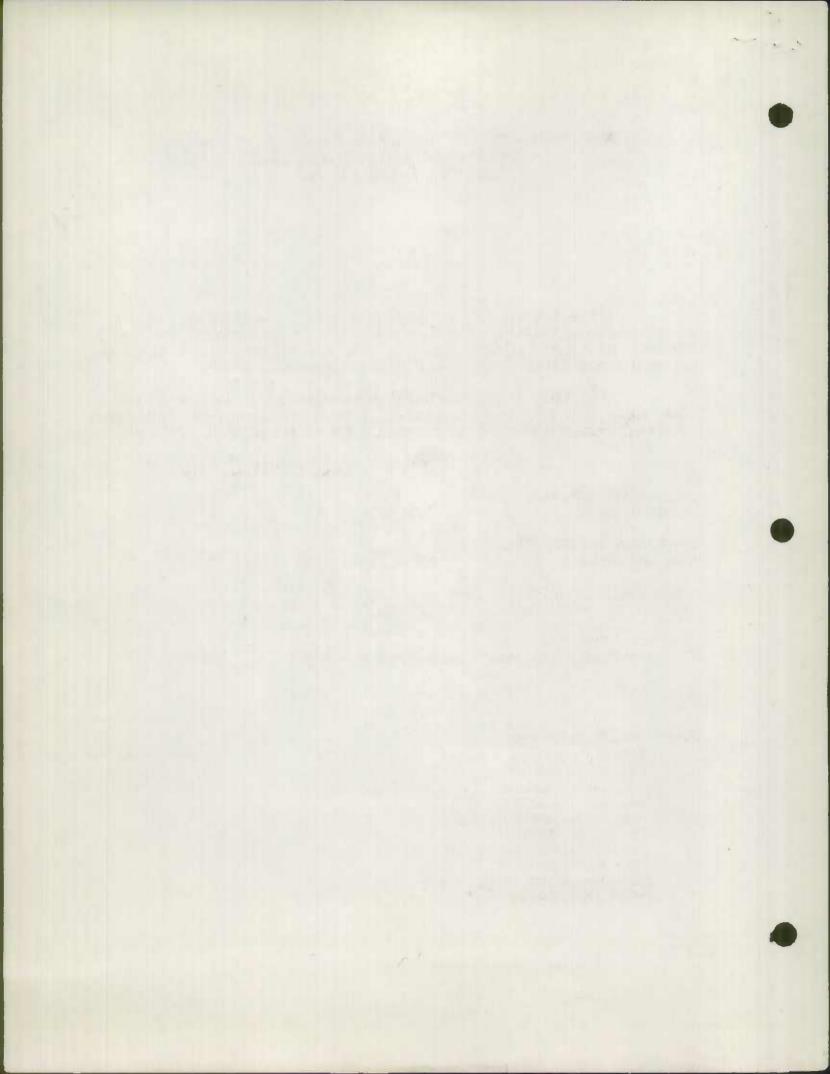
METES AND BOUNDS DESCRIPTION OF PROPERTY REPORTEDLY OWNED

THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY AND LEASED TO
THE PENNSYLVANIA RAILROAD COMPANY
OVER AND ABOVE WHICH AN EASEMENT IS GRANTED TO MARYLAND
STATE ROADS COMMISSION FOR HIGHWAY PURPOSES

Beginning for the same at a point in the proposed northern Right of Way Line of the Northeastern Expressway where it intersects the eastern title line of The Pennsylvania Railroad Company, lessee of The Philadelphia, Baltimore and Washington Railroad Company, said point being 150.00 feet distant northeasterly from Station 1006+31.66 on the surveyed and established Base Line of Right of Way of the Northeastern Expressway, the coordinates of said point of beginning as established by the State of Maryland Grid System being North 660,207.431 and East 1,138,902.090 and running thence along and binding on said eastern title line South 34 degrees 26 minutes 02 seconds West 324.42 feet to a point in the proposed southern Right of Way Line of the Northcastern Expressway 150.00 feet distant southwesterly from Station 1005+00.16 on the aforesaid Base Line of Right of Way, thence running along and binding on said proposed southern Right of Way Line North 77 degrees 56 minutes 28 seconds West 128.81 feet to a point in the aforesaid Right of Way Line 150.00 feet distant southwesterly from Station 1003+79.35 on the aforesaid Base Line of Right of Way; thence leaving said line and running North 41 degrees 17 minutes 02 seconds East 74.43 feet to a point 85.00 feet distant southwesterly from Station 1004+15.73 on the aforesaid Base Line of Right of Way; thence North 77 degrees 56 minutes 28 seconds West 174.76 feet to a point 35.00 feet distant southwesterly from Station 1002+40.97 on the aforesaid Base Line of Right of Way; thence South 41 degrees 17 minutes 02 seconds West 74.48 feet to a point in the aforesaid proposed South Right of Way Line 150.00 feet distant from Station 1002+04.59 on the aforesaid Base Line of Right of Way thence running along and binding on said line North 77 degrees 56 minutes 28 seconds West 56.10 feet to a point 150.00 feet southwesterly from Station 1001+40.49 on the aforesaid Base Line of Right of Way; thence leaving



said line and running North 41 degrees 17 minutes 02 seconds East 12.23 feet to a point 139.33 feet distant so thwesterly from Station 1001+54.46 on the aforesaid lase Line of Right of Way; thence Morth 4k degrees 42 minutes 50 seconds West 50.00 feet to a point in the Western title line of The Pennsylvania Reilroad Company, lessee of the Philadelphia, Baltimore and Washington Railroad Company, 114.92 feet from Station 1001+10.32 on the aforesaid Base Line of Right of Way thence running along and binding on said title line North 41 degrees 17 minutes 02 seconds last 303.56 feet to a point in the aforesaid proposed northern Right of Way Line 150.00 feet distant northeasterly from Station 1002+59.03 on the aforesaid base Line of Right of Way; thence leaving said title line and running along and binding on said hight of May Line South 77 degrees 56 minutes 2. seconds last 113.40 feet to a point 150.00 feet distant northeasterly from Station 19 3+72. 3 on the aforesaid Dase Line of Right of May; thence leaving said line South 41 degrees 17 minutes 02 seconds West 74.40 feet to a point 35.00 feet distant from Station 1003+36.05; thence South 77 degrees 56 minutes 2. seconds East 1,4.75 feet to a point 5,00 feet distant northwesterly from Station 1005+10.31 on the aforesaid Base Line of Right of Way; thence Morth 41 degrees 17 minutes 02 seconds East 74.40 feet to a point in the aforesaid proposed North Right of Way Line 150.00 feet distant northeasterly from Station 1005+47.19 on the aforesaid hase line of Right of Way; thence running along and binding on said northern Right of Way Line South 77 decrees 56 minutes 24 seconds East 4.17 feet to the point of beginning and containing 2.167 acres as shown on the accompanying flat 10. 2/508.



Al Exchange

## THEODRAFDEN OF ACTION OF STATE HOADS COMMISSION OF MARYLAND IN CHAYBEAN AND DERECTOR JOHN 9, FURN TURNDAY, DECEMBER 11, 1962

On request of the County Commissioners of Cecil County, and on recommendation of District Engineer Sharretts, concurred in by Chief Engineer Fisher, Chairman and Director Funk accepted the following roads for maintenance as part of the County Bonds System of Cecil County.

Road Condition Survey Reports submitted by Mr. Sharretts indicate that these roads have been accepted and recorded by the County Commissioners of Caell County, providing for proposed right of way width as set forth below:

Bood	Longth	Election District	Proposed Vidth
Thomson Hetates, from Houte 7 toward Route 40	0,50 mL.	3	60*-150*
North Dogwood Road, from Dog- wood Road North	0.40 =1.	3	33*
Indian Falls Development, from Indian Falls Road West	0,25 mt.	5	40*
Love Run, from Route 1 to Colors-Porters Bridge Road	0,90 mL.	6	501

Copy: Mr. D. H. Fisher

Mr. R. J. Hajnyk

Mr. C. W. Cassell

Hr. G. B. Chalres

Mr. C. R. Sharretta (2)

Mr. F. P. Serlyoner (2)

Hr. H. H. Brodsky

Mr. G. N. Lemis, Jr. (3)

Mr. H. G. Downs

Co. Commers. of Coult County

890-Cecil County

CONTRACT OF TAXABLE PARTY AND TAXABLE AND TAXABLE AND PROPERTY.

SHOW THE SECURITY AND ASSESSED TO TAXABLE AND PROPERTY.

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Mr. G. W. Cassell Copy: Mr. D. H. Fisher Mr. G. N. Lewis, Jr. (8) Mr. L. E. McCarl
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. Rolph Townshend
Mr. L. C. Moser (2) Mr. E. D. Reilly Mr. C. L. Wannen Mr. J. E. Gerick Mr. M. D. Philpot (2) Mr. C. R. Sharretts (2) Mr. A. L. Grubb (2) Mr. H. G. Downs (4) Records & Research Mr. E. K. Lloyd Sec. R/W Div. Mr. H. C. Bowers Co. Commissioners of Mr. F. V. Dreyer Cecil County Secretary's File SRC-Cecil County

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

\*\*\*

On request of Cecil County and on recommendation of Chief Engineer Fisher, Chairman and Director Funk executed the following agreement in sextuplicate, dated July 31, 1962, by and between the State Roads Commission of Maryland, therein referred to as "Commission," and the County Commissioners of Cecil County, Maryland, therein referred to as "County Commissioners." Said agreement had previously been executed by the County Commissioners, approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

"THIS AGREEMENT, made this 31st day of July, 1962, by and between the State Roads Commission of Maryland hereinafter referred to as "Commission," party of the first part and the County Commissioners of Cecil County, Maryland, hereinafter referred to as "County Commissioners" party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland (1957 Edition), the "Commission" is empowered to transfer State Highways, or portions thereof, to the Governing Bodies of the Several Counties of Maryland, for maintenance purposes and;

WHEREAS, the hereinafter described portion of road was in previous years maintained by the "Commission" and more recently by mutual understanding maintained by the "County Commissioners" and;

WHEREAS the "County Commissioners" desire the execution of these presents to formally ratify the aforementioned understanding and to formally transfer to them all right, title and interest in said portion of road;

accil County

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said "Commission", party of the first part, does hereby transfer, ratify and confirm unto the "County Commissioners," party of the second part, all right, title and interest it may have in and to the following described section of highway:

Old Route 272, easterly and roughly parallel to existing Maryland Route 272 from approximately Station 15+10+ to Station 26+50+ as

"shown on State Roads Commission's right-of-way plats numbers 3712 and 3713, copies of which are attached hereto and made a part hereof.

TOGETHER with any and all structures, privileges, easements, rights and appurtenances thereunto belonging or in anywise appertaining.

IN CONSIDERATION of the aforegoing, the "County Commissioners" by the execution of these presents do formally accept the aforesaid section of highway into the County Road System.

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

ATTEST:

STATE ROADS COMMISSION OF MARYLAND

(Sgd.) C. R. Pease Secretary By (Sgd.) John B. Funk
Chairman and Director of Highways

APPROVED:

Approved as to form and legal sufficiency

(Sgd.) David H. Fisher
Chief Engineer

(Sgd.) C. C. Seymour
Special Attorney

ATTEST:

COUNTY COMMISSIONERS OF CECIL COUNTY, MARYLAND

(Sgd.) Harold Henderson Chief Clerk to the Board of County Commissioners

By (Sgd.) John R. Dickerson
President

ed county



MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND 30 BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
THURSDAY, MARCH 29, 1962

\* \* \*

Chairman and Director Funk executed agreement, in quintuplicate, dated January 31, 1962, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein generally called "State," party of the first part, and The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, and The Pennsylvania Railroad Company, a body corporate, Lessee of The Philadelphia, Baltimore and Washington Railroad Company, therein generally collectively called "Railrosd," parties of the second part, wherein the Railroad insofar as it has power and title so to do, grants and conveys, subject to the agreements and reservations therein set forth, unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right and easement to construct, use, maintain, repair and renew the New Susquehanna River Bridge (Northeastern Expressway), over and across that portion of the property and operating facilities of the Railroad situated in Cecil County within that percel of land described in Exhibit A, attached thereto, made a part thereof and shown on a plat marked Exhibit B, entitled "State Roads Commission - Northeastern Expressway - Plat No. 841-2," attached thereto and made a part thereof, said bridge being at the location and with the approximate horizontal and vertical clearances from existing railroad tracks shown on Exhibit C, entitled "Northeastern Expressway - Preliminary Plans, Susquehanna River Bridge," dated March 23, 1961 (Contract NE-107, R/W File NE-578).

The said agreement had previously been approved by J. H. Greiner Company, Consulting Engineer, and Chief Engineer Fisher, concurred in by Right of Way Division Chief Moser, approved as to form and legal sufficiency by Special Attorney C. C. Seymour, and executed by the Reilroad.

Copy: Mr. D. H. Fisher

Mr. R. E. Jones

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. N. L. Smith, Jr.

Mr. C. R. Sharretts (2)

M. B. T. SHALLELLS

Mr. Rolph Townshend

Mr. C. L. Wannen

Mr. H. G. Downs (4)

Mr. M. D. Philpot (2)

Mr. H. C. Bowers

Mr. A. L. Grubb (2)

Mr. L. C. Moser (2)

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

Mr. E. K. Lloyd

Mr. G. W. Cassell

Mr. C. S. Linville

J. E. Greiner Company

Secretary's File

Contract NE-107

Northeastern Expressway-Binder

SRC-Cecil County

3/29/62

Dec 20 1961

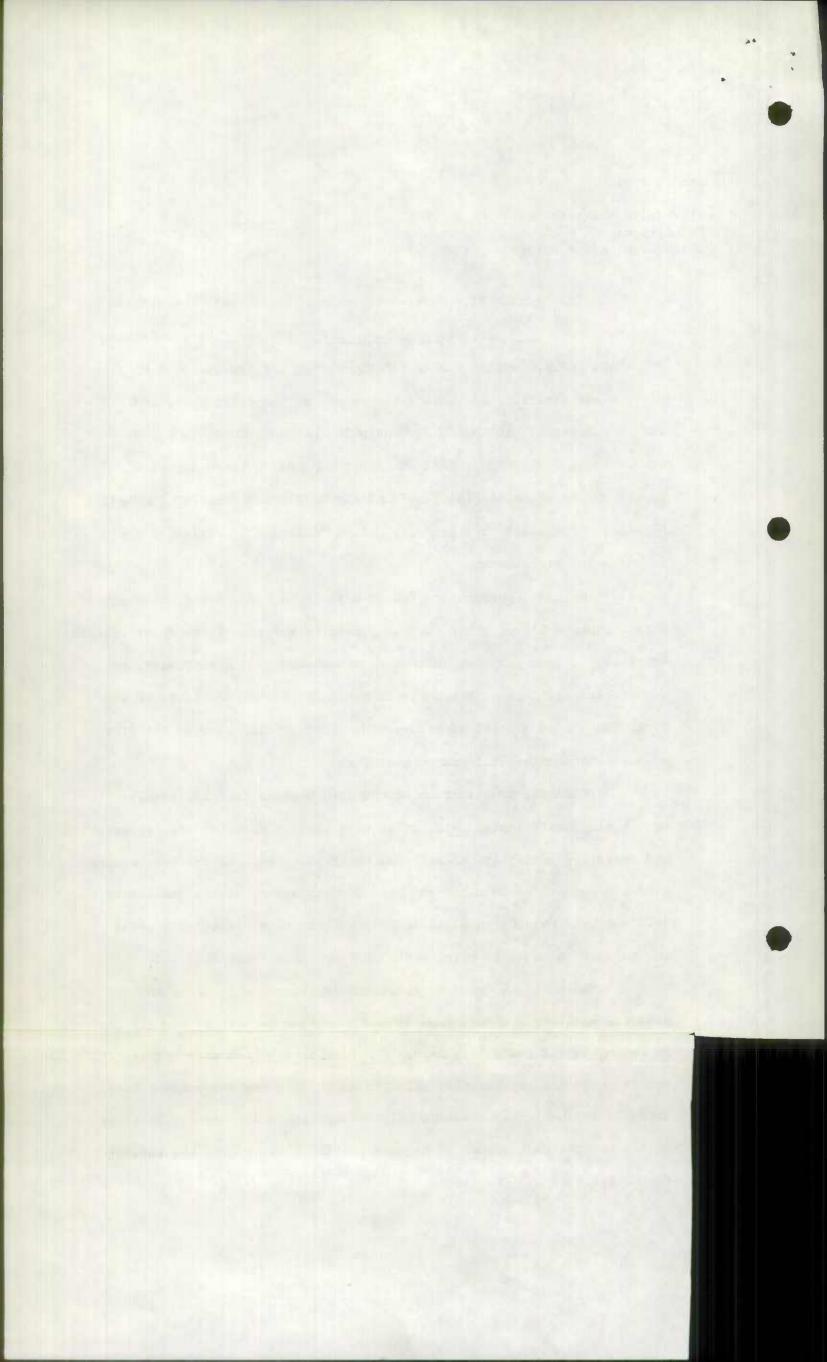
Northeastern Expressway PRR Agreement Susquehanna River Bridge

THIS AGREEMENT, executed in quintuplicate, made and entered into this 3/day of day, 196 2, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, hereinafter generally called "State", party of the first part, and THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, a body corporate, and THE PENNSYLVANIA RAILROAD COMPANY, a body corporate, Lessee of THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY, hereinafter generally collectively called "Railroad", parties of the second part, witnesseth:

WHEREAS, pursuant to law, the State is undertaking to construct a toll express highway, hereinafter generally referred to as "Northeastern Expressway", from proposed Whitemarsh Boulevard, Baltimore County, Md. and proceeding in a northeasterly direction between U. S. Route 40 and U. S. Route 1 to a point at or near the boundary line between the State of Maryland and the State of Delaware; and

WHEREAS, construction of the said Northeastern Expressway, on the alignment adopted, will cross over certain parts of the property and operating facilities of Railroad on the east bank of the Susquehanna River, known as the Columbia and Port Deposit Branch of the Philadelphia, Baltimore and Washington Railroad Company, in the vicinity of a point two and one-tenth (2.1) miles north of Perryville, Maryland; and

WHEREAS, the said Northeastern Expressway will cross the Susquehanna River and the property and operating facilities of Railroad on the east bank thereof by means of a high level, long span highway bridge, hereinafter generally referred to as the "New Susquehanna River Bridge", which highway crossing will provide for a new highway facility solely for the improvement of highway traffic services and the benefit to the Railroad will be zero.



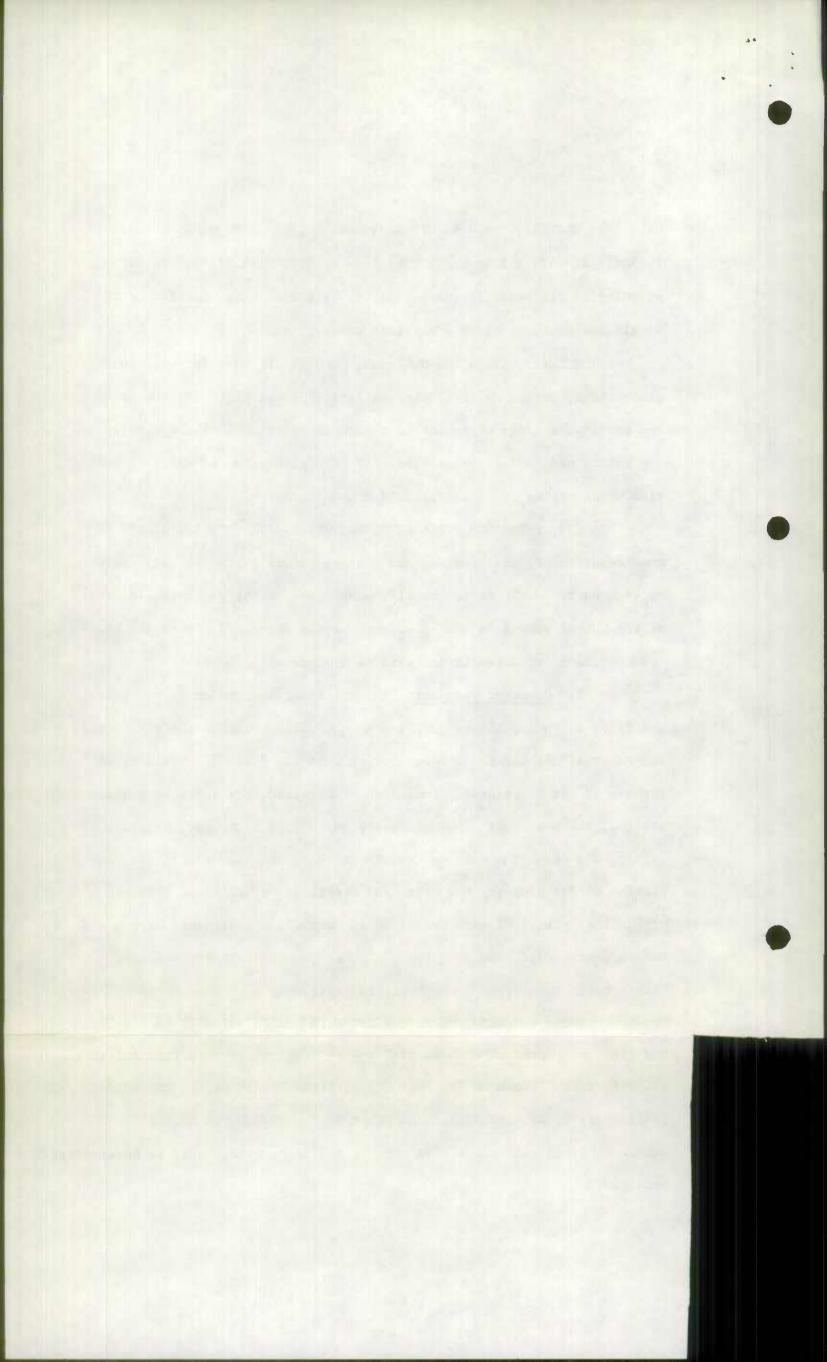
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WHEREAS, the said New Susquehanna River Bridge may consist of a single structure to carry a four-lane roadway with provisions for widening to six lanes in the future, or said bridge may consist of a single structure to carry a six-lane roadway; and

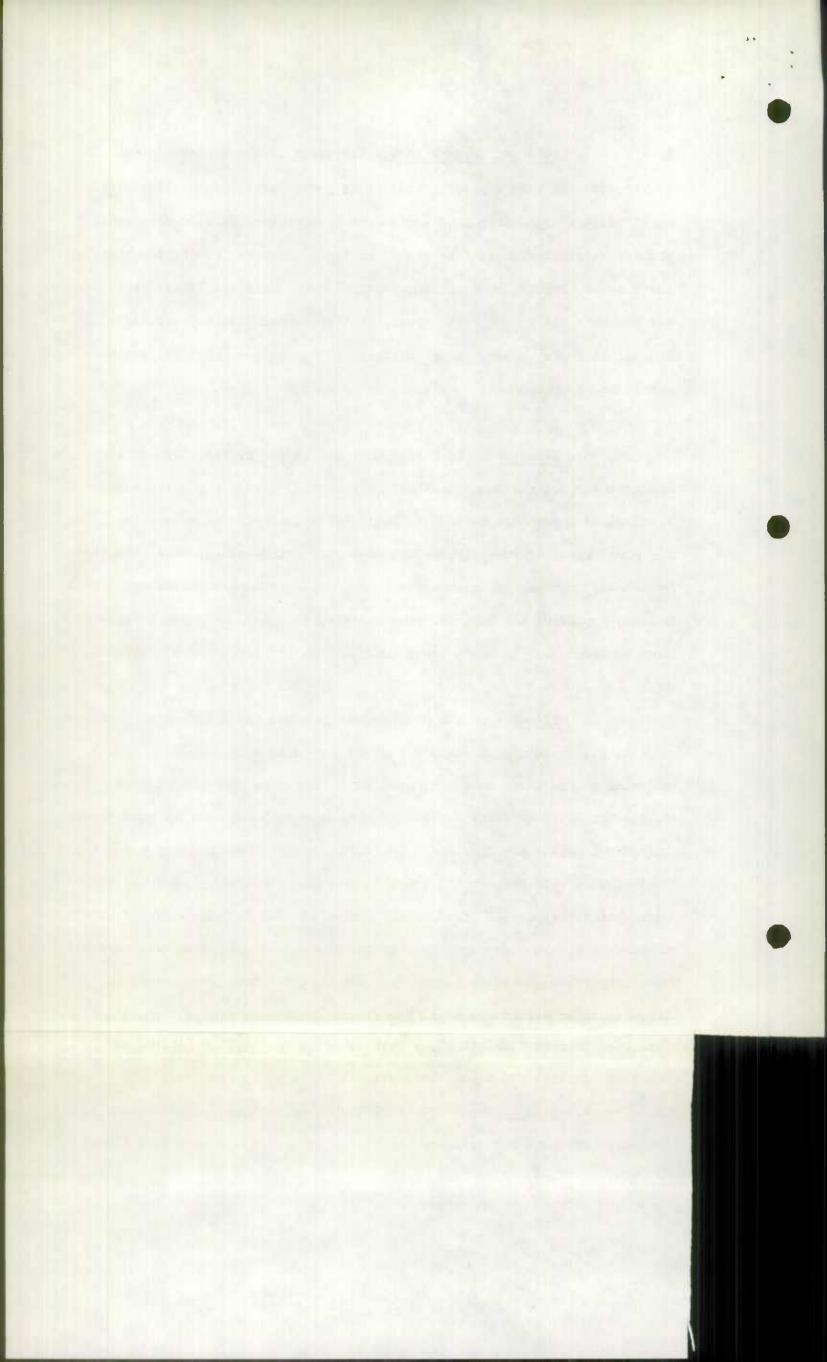
WHEREAS, State and Railroad, persuant to certain preliminary discussions, desire to enter into an agreement setting forth the terms and conditions under which the said highway crossing shall be constructed and maintained, and the provisions for such alteration of Railroad facilities which may be required for said highway crossing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for, and in consideration of, the premises and the sum of One Dollar (\$1.00), paid by each party to the other, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained, State and Rail-road covenant and agree to and with each other as follows:

1. Grant of Easement - The Railroad, insofar as it has power. and title so to do, hereby grants and conveys, subject to the agreements and reservations hereinafter set forth, unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right and easement to conscruct, use, maintain, repair, and renew the New Susquehanna River Bridge over and across that portion of the property and operating facilities of Railroad situated within that parcel of land described in "Exhibit A", attached hereto and made a part hereof, and shown on a plat marked "Exhibit B", entitled "State Roads Commission - Northeastern Expressway - Plat No. 841-2", attached hereto and made a part hereof, said bridge being at the location and with the approximate horizontal and vertical clearances from existing railroad tracks shown on "Exhibit C", entitled "Northeastern Expressway -Preliminary Plans, Susquehanna River Bridge", dated March 28, 1961; attached hereto and made a part hereof, and to be constructed as hereinafter provided.



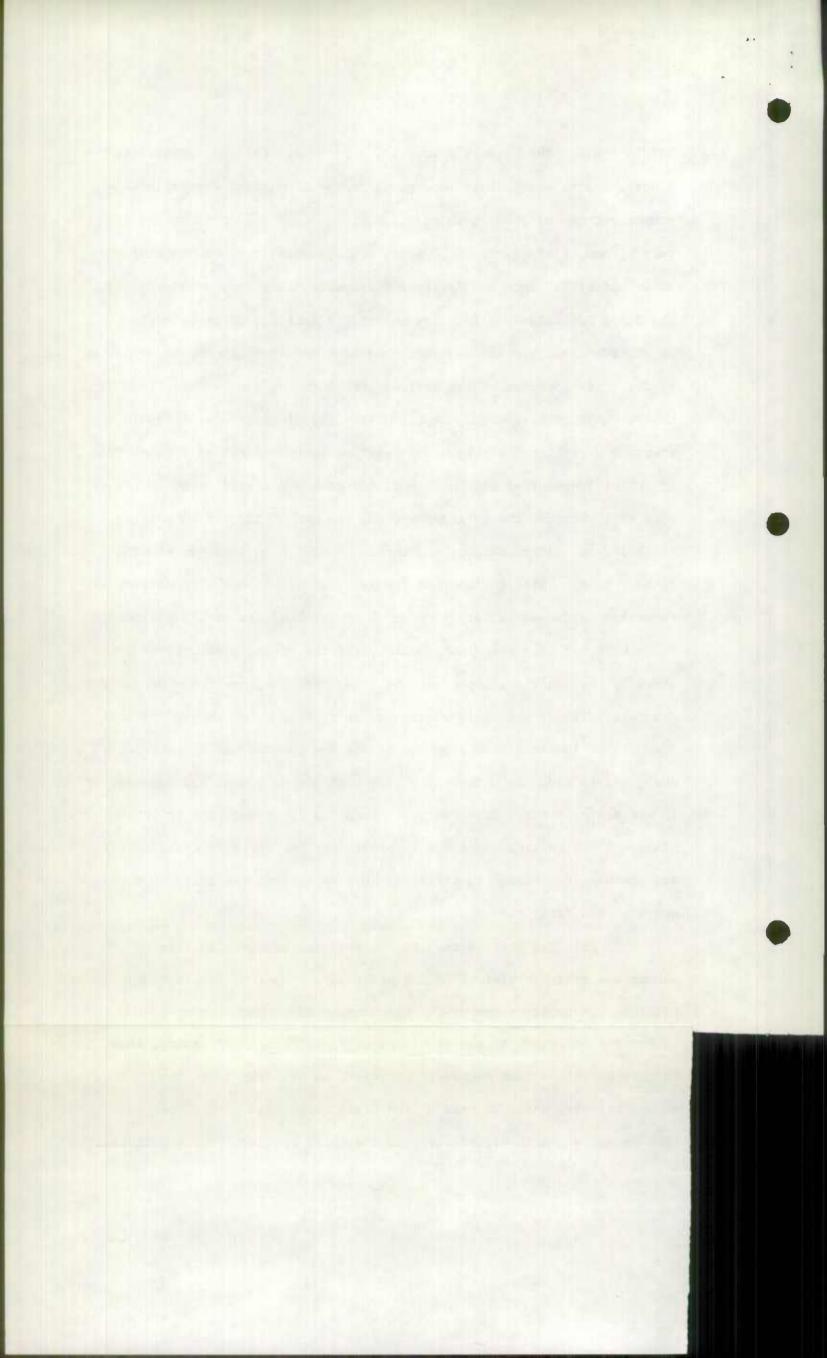
- 2. Reservation of Rights The grant of the aforegoing easement to the State is made expressly subject to the reservation in the Railroad of all rights and interest in and to the land covered by said easement, not inconsistent with said easement, including, without limitation thereto, the right to construct, maintain, repair, renew, enlarge, alter, use, operate, and remove a track or tracks, power, trolley, communication, and signal lines, and all conduits, pipes, wires, devices, poles, guides, anchors, accessories, works, and appurtenances, and any other structure or facility.
- 3. Reverter Upon cessation of the use by the State of the right and easement for the New Susquehanna River Bridge, said right and easement shall cease and terminate and the Railroad shall thenceforth hold its land and property as if the right and easement had never been granted; and the State shall remove, at its own cost and expense, said New Susquehanna River Bridge, including all appurtenances thereto, from said land and restore said land substantially to its present condition, if requested so to do by the Railroad.
- 4. Structure The said New Susquehanna River Bridge may consist of a single structure to carry a four-lane roadway with provisions for widening to six lanes in the future, or, said bridge may consist of a single structure to carry a six-lane roadway. It being further understood that should State elect to construct a single structure to carry a four-lane roadway under its present construction program, State shall have the right under the terms of this agreement to widen, at some future date, the structure to carry a six-lane roadway. All of the above-mentioned construction shall be accomplished in such a manner that all the permanent portions of the aforementioned structures shall lie within the limits of that parcel of land described in "Exhibit A", a part hereof, and shall be located as shown on "Exhibit C", a part hereof.
- 5. <u>Drainage</u> (a) State will provide, maintain, and renew all necessary drainage and drainage structures for the New Susquehanna River



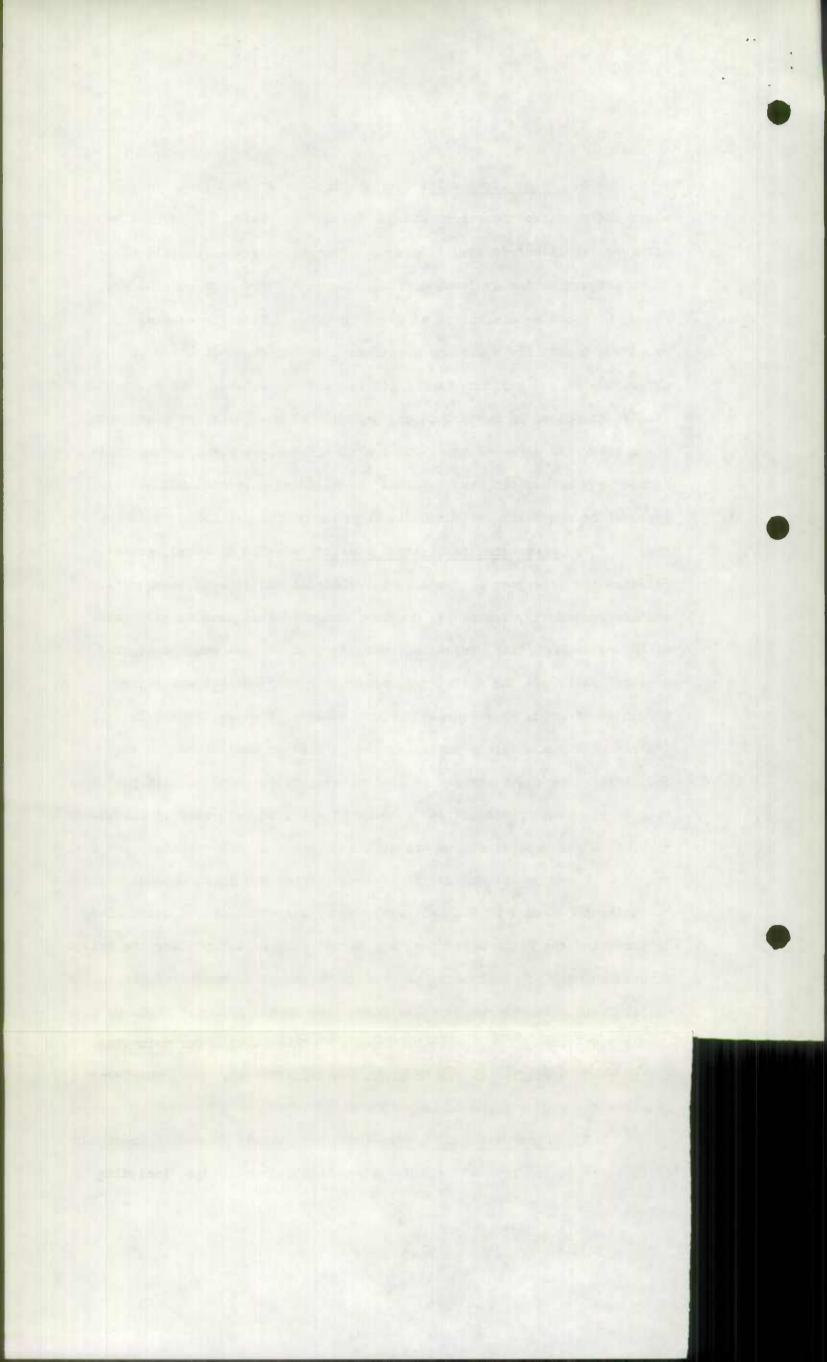
3/29/62 44/5

Bridge and for the highway thereover, and for all related structures, slopes, walls, embankments, and paths and shall protect the Railroad's property from any flow, washing, diversion, overflow, or discharge of waters, mud, silt, dirt, cil, waste, noxious substance, or the like, or other materials, onto the Railroad's property therefrom; provided that 'the State may introduce into the Railroad's existing drainage system, in accordance with plans and specifications satisfactory to, and approved by the Chief Engineer of the Railroad, so much drainage waters from the New Susquehanna River Bridge lying within the vicinity of Railroad's property as will not overload the existing system, provided further that, if in the judgment of the Chief Engineer of the Railroad, such introduction will overload the existing system, the State will, at no cost to the Railroad, either enlarge and improve that system in a manner satisfactory to the Chief Engineer of the Railroad or, in the alternative, if no method is deemed satisfactory by the Chief Engineer of the Railroad, State will not make such introduction. If the drainage structures provided by the State shall prove to be inadequate to protect the property and facilities of the Railroad from water flowing onto the same, either directly or indirectly as a result of the New Susquehanna River Bridge, such changes shall be made by the State, at its sole cost and expense, in the drainage structures, as shall be mutually agreed upon by the State and the Railroad in order to provide proper and sufficient drains and drainage facilities to carry off such water from the Railroad's property and facilities.

(b) The State agrees to preserve all existing surface or subsurface drainage systems on the Railroad's property, insofar as is possible, in construction of the New Susquehanna River Bridge. Wherever it becomes necessary to change or relocate said drainage systems, such changes or relocations as may be necessary to properly drain the Railroad's property shall be made by the State at no cost to Railroad and in a manner which is satisfactory to the Chief Engineer of the Railroad.



- 6. Plans and Specifications Preliminary and final detailed plans and specifications for said New Susquehanna River Bridge, including drainage, shall be prepared by the State; such plans and specifications to be subject to the approval of the Railroad's Chief Engineer, to the extent Railroad's interest is affected thereby. The Railroad shall prepare all detailed plans and specifications for the relocation or alteration of any railroad facilities required hereunder; such plans and specifications to be subject to the approval of the State, to the extent its interest is affected thereby. The final detailed plans and specifications may be revised, supplemented, or modified only upon mutual approval of the State and the Chief Engineer of the Railroad.
- 7. Relocation of Railroad Facilities The Railroad agrees to relocate and alter, or to cause to be relocated and altered, temporarily and/or permanently, its power, trolley, communication, and signal lines, wires, pipes, conduits, poles, anchors, facilities, and equipment, excluding tracks, to the extent reasonably necessary for the proper construction of said New Susquehanna River Bridge. The Railroad shall proceed with reasonable promptitude and diligence, subject to proper coordination by the State or its contractors, to perform, or have performed, such work. Such relocation and alteration shall be performed in accordance with plans and specifications prepared and approved as aforesaid. The Railroad's work may be performed with its own forces on a force account basis, by contract (awarded by the Railroad), or by a combination of both. The Railroad and the State agree that any aerial wire crossing under the bridge structure shall be constructed to conform to the requirements of the Public Utility Policy for Expressways and Controlled Access Arterial Highways or to the requirements for the highest grade of construction for main line railroads as specified in the National Electrical Safety Code, whichever requires the higher grade of construction.
- 8. Construction of Bridge The State shall forthwith construct or cause to be constructed said New Susquehanna River Bridge, including



abutments, piers, supporting structures, drainage facilities, and all other parts and appurtenances of said bridge, including the highway and curbs thereover and the approaches thereto. Such construction shall be performed in accordance with plans and specifications prepared and approved as aforesaid. The State shall keep the Chief Engineer of the Railroad informed of its progress, and shall coordinate its work with the work by or for the Railroad in relocating or altering the railroad facilities.

- 9. Safety and Traffic Continuity All work to be done by the State or its contractor or contractors on or over or about the Railroad's right-of-way or property in the construction, maintenance, repair, renewal and removal of said New Susquehanna River Bridge shall be done at such reasonable times and in such reasonable manner as shall be satisfactory to the Chief Engineer of the Railroad and so as not to interfere with, or endanger the movement of trains or traffic upon the tracks of the Railroad. Any temporary structures shall have adequate shields to protect the railroad facilities beneath. The State agrees, and shall require its contractor or contractors to agree, to take all necessary precautions and care to protect railroad traffic and to avoid accident, damage to, or delay of, or interference with the Railroad's trains or other property. No explosive of any nature which will create a hazard to the railroad facilities shall be used in the construction of the overhead bridge or its approaches. It is the intent hereof that the safety and continuity of operation of the traffic of the Railroad shall be of the first importance and shall at all times be protected and safeguarded, and that the contractors shall arrange their work accordingly. Any approvals of the Chief Engineer of the Railroad will not be considered as a release from responsibility for any damage to the Railroad by acts of the contractors, or those of their employees.
- 10. <u>Protective Employees</u> Any watchmen, flagmen, trackmen, bridge and building inspectors, trainmen, or other employees deemed necessary by the Railroad during construction or during the maintenance

3/29/62 14/5

or removal or repair of said bridge to protect or safeguard railroad traffic shall be provided by the Railroad and the cost thereof shall be borne by the State. It is agreed, however, that the providing of such watchmen, flagmen, trackmen, carpenters, trainmen, or other employees by the Railroad and other precautions taken, either by the Railroad or the State as a consequence of the work of the contractor or contractors, shall not relieve said contractors or their insurers of any liability for injury or damage arising in connection with their operations.

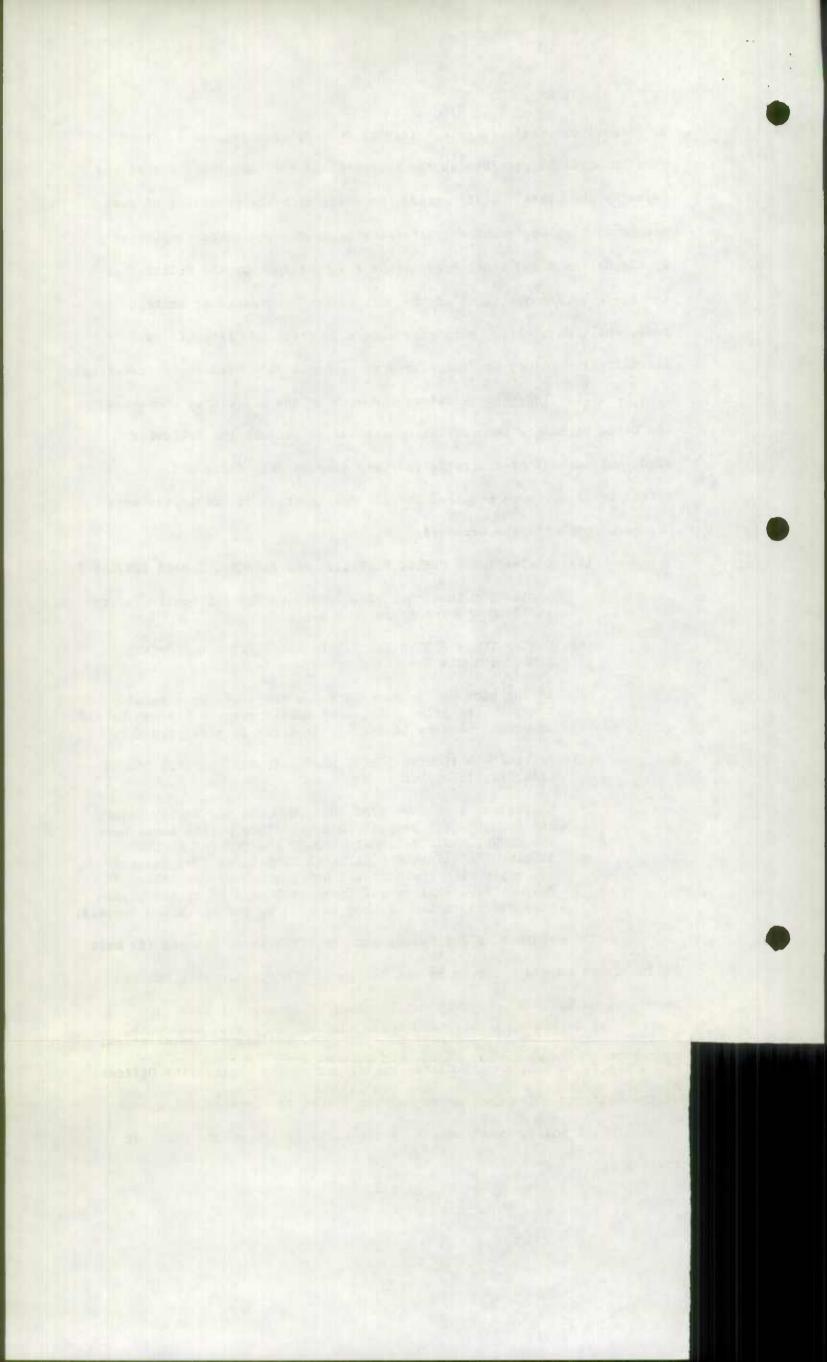
- 11. <u>Insurance</u> Before any work on the project is commenced, the State agrees to require its contractor to procure the following kinds and amounts of insurance and keep same in full force and effect until all work required for the construction of the improvement has been completed and accepted:
  - (A) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE-Limits not less than \$250,000/1,000,000 for Bodily Injury and \$500,000 for Property Damage.
  - (B) CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE -

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

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

Limits not less than \$250,000/1,000,000 for Bodily Injury and \$500,000 for Property Damage. This policy shall name THE PENNSYLVANIA RAILROAD COMPANY and THE PHILADELPHIA, BALTIMORE & WASHINGTON RAILROAD COMPANY as "The Insured" to comply with the Standard Uniform Policy for Railroad Protective Liability and Property Damage Liability Insurance developed and adopted in 1958 by the A.A.S.H.O. -A.A.R.

The original of Policy (C) and certificates of (A) and (B) must be furnished to and approved by the Railroad. Contractor will not be permitted on Railroad property until Insurance Policy (s) have been approved. Policies, Certificates of Insurance, Notices of Cancellation, etc., are to be sent by the Contractor direct to the Engineering Officer of the Railroad. The Contractor and his insurance representative must reconcile all policy requirements to the satisfaction of the Railroad and the State.



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that it will provide and maintain adequate and sufficient slopes and supports so that there will be no loss of support for, nor landslides into, nor collapse of, the land of the Railroad and of the tracks, structures, and other railroad facilities thereon by reason of the construction, maintenance, repair, use, renewal, or removal of said New Susquehanna River Bridge and related structures, to the end that the Railroad may be able to use its lands under and adjacent to the said bridge for any proper and legal use.

All plans for falsework, rigging, bracing, forms or other structures on or over Railroad property shall be submitted to and approved by the Chief Engineer of Railroad or his representative.

- 13. Clearances of Temporary Structures All falsework, rigging, bracing, forms, or other structures that may be erected shall provide such minimum clearances as shall be prescribed by the Chief Engineer of the Railroad, and shall be constructed and maintained in a safe condition at all times during the construction of the said bridge.
- 14. Cleaning up Property The State shall remove or shall require its contractor or contractors to remove, before final payment to them, from within the limits of the Railroad right-of-way, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings and other property of the State or its contractor or contractors used in connection with the project but not incorporated in said bridge and appurtenances as a part thereof, and shall leave the right-of-way and property of the Railroad in a condition at least equivalent to that existing at the beginning of construction.
- expense, to maintain, repair, and renew the bridge, piers, abutments, approaches, substructures, curbs, and roadway over the same and the drainage system in connection with the same and all related structures and appurtenances, all of which shall be the property of the State, the State agreeing to keep said bridge in a suitable, safe, and secure condition so as not to impede, jeopardize, or interfere with the full free

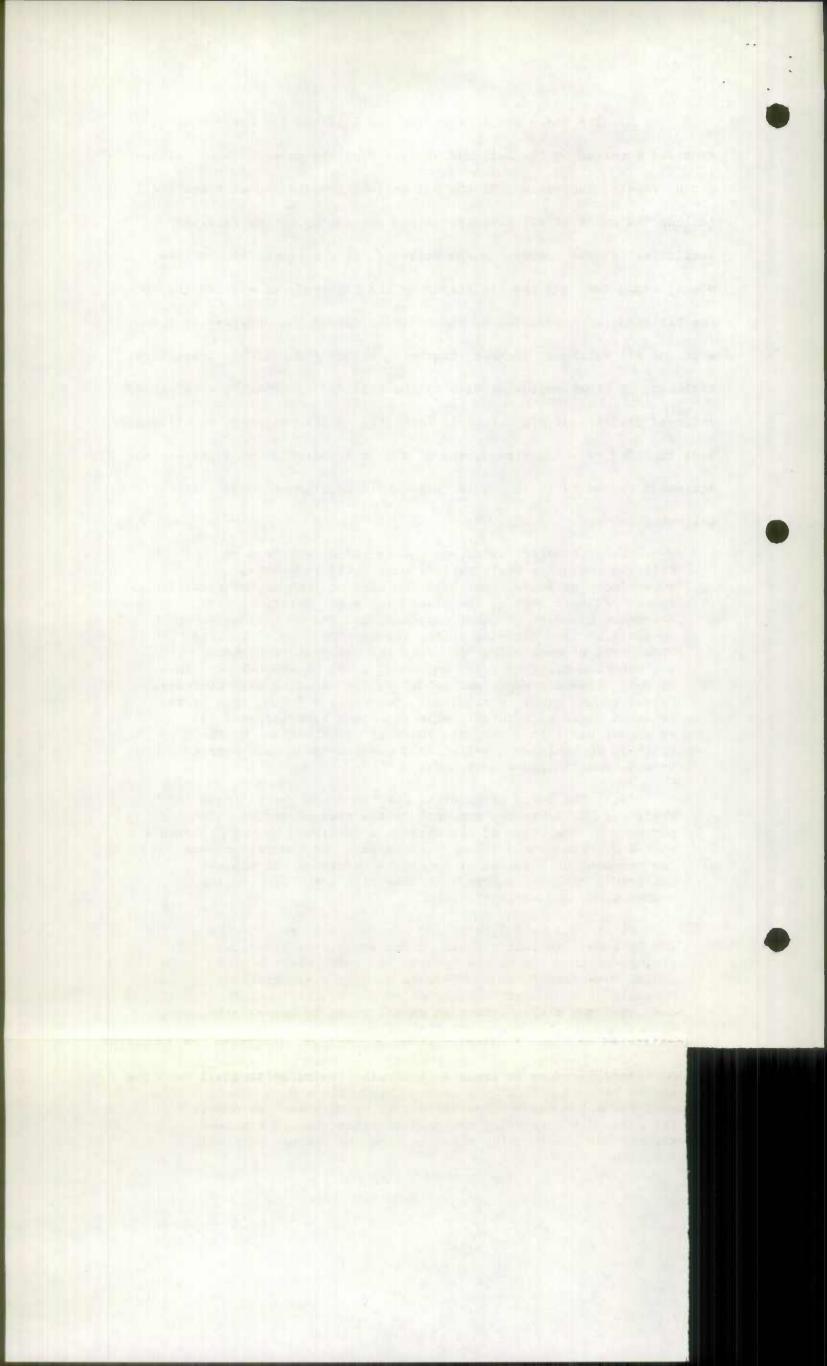
and safe use, operation, and enjoyment by Railroad of its railroad or its appurtenances and property as same may now or hereafter exist, and in any event shall make such repairs and renewals as may be reasonably necessary to keep the bridge in such suitable, safe, and secure condition. Railroad agrees that, after completion of the work to be done by or for it with respect to its railroad facilities, as a result of construction of the New Susquehanna River Bridge and acceptance thereof, the State shall not thereafter be responsible for the maintenance, repair, and renewal of railroad facilities, including but not being restricted to, tracks and power, trolley, communication, and signal lines, and facilities which may have been affected or relocated by reason of construction of said bridge. In event the said bridge and approaches and/or other highway facilities are damaged by derailment, accidents or collisions, due to the use of the railroad, the State shall make the repairs necessary to restore said facilities to their former condition and the Railroad shall reimburse the State for the full actual cost of such repairs. In the event, however, that said facilities are damaged by reason of collisions and/or accidents arising out of use of said highway, the State shall at its own cost and expense make the repairs necessary to restore aforesaid facilities to their former condition, all at no cost to the Railroad.

16. Costs and Payments - State shall pay all costs and expenses of the construction, maintenance, repair, and renewal of said bridge, including the approaches, supports, highway, curbs, paving, embankments, walls, foundations, drainage system and related structures thereof, and also including the cleaning up of the premises upon completion of the Project.

State agrees to make the following payments to the Railroad:

A. State shall pay the Railroad, within thirty (30) days hereof, the sum of Two hundred and fifty and 00/100 Dollars for the rights and easements herein granted.

3/29/62 B. The State shall reimburse the Railroad for costs and expenses incurred by the Railroad by reason of the construction, maintenance, repair, and renewal of the bridge, which costs and expenses shall include the costs of all alterations and relocation of any railroad facilities, of the surveys by the Railroad, of the preparation of the plans, estimates, and specifications by the Railroad, of engineering by the Railroad, of inspection by the Railroad during the progress of the work, of all watchmen, flagmen, trackmen, bridge and building inspectors, trainmen, or other employees used by the Railroad to protect or safeguard railroad traffic, of all materials furnished by the Railroad, of all equipment supplied by the Railroad, and of all transportation of materials and equipment by the Railroad. Said costs shall be allowed subject to the following rules: (i) The wages, salaries, and traveling expenses of Railroad employees shall exclude wages paid to general supervisory personnel but shall include: (1) an amount equal to fifteen (15) per cent of the allowable wages, salaries, and traveling expenses of other personnel in lieu of the costs, supervision, and administration; (2) an amount equal to five (5) per cent of such allowable wages and salaries, representing vacation allowance; (3) an amount equal to two (2) per cent of such allowable wages and salaries, representing paid holidays; (4) an amount equal to all taxes, Federal and State, paid by the railroad based on such allowable wages and salaries; and (5) an amount equal to a pro rata share of contributions by the Railroad to health and welfare and pension funds with respect to employees included thereunder. (ii) The costs of material furnished by the Railroad shall include a "stores expense" at the rate of twelve (12) per cent of the value of the materials furnished by the Railroad's stores department and a "purchase expense" at the rate of one (1) per cent of the cost of materials furnished through the Railroad's Purchasing Agent; representing costs of handling, supervision, and administration. The rental rates for any equipment supplied by the Railroad (including tools, machinery, locomotives, work trains, rolling stock, and roadway machines) shall be the rental rates set forth in "General Manager's Association Schedule of Equipment Rental", dated May 1, 1955, or, if not set forth therein, then at rental rates to be mutually agreed upon by the State and the Railroad. (iv) The costs of transportation of materials and equipment over the Railroad's lines shall be calculated at the rate of one (1) per cent net ton-mile and at actual cost for all other transportation, it being understood that the cost of transporting railroad material shall not exceed the cost of transporting the same from the nearest available location. - 10 -



(v) The costs shall include the cost of Workmen's Compensation or Employers' Liability Insurance and Federal Employers' Liability, Fire Insurance, Public Liability, Owner's and Contractor's Contingent Liability and Property Damage Insurance; all applicable taxes levied on any materials purchased for the work; and the costs of permits, and license fees.

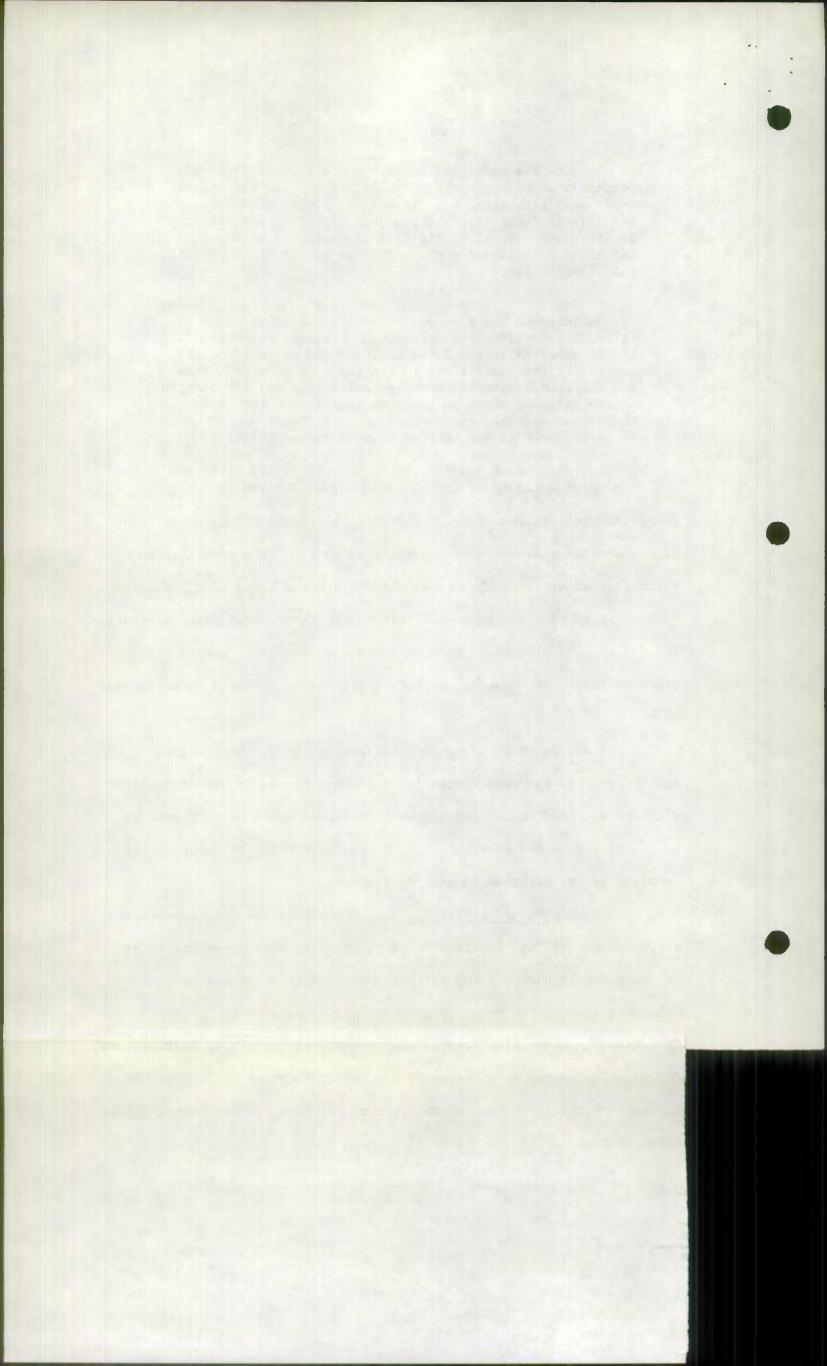
(vi) All costs arising under any subcontracts made by the Railroad for any portion of the work shall be allowable provided said subcontract has been authorized by the Chief Engineer of the Railroad and approved by the State. In the case of any subcontracts in favor of Gibbs and Hill, Incorporated for preparation of plans for changes in the Railroad electric traction facilities, the State shall reimburse the Railroad for an additional amount equal to 10 per cent of the charges of said sub-contractor.

(vii) Such other items of expense as the State and the Chief Engineer of the Railroad mutually agree to.

The State shall reimburse the Railroad as aforesaid within thirty (30) days after the submission by the Railroad to the State of certified detailed statements of the actual allowable costs based upon auditable records which shall be made available to the State. The Railroad shall, insofar as possible, remit such statements on a monthly basis. If any items of costs are disputed, payment shall not be withheld on undisputed items.

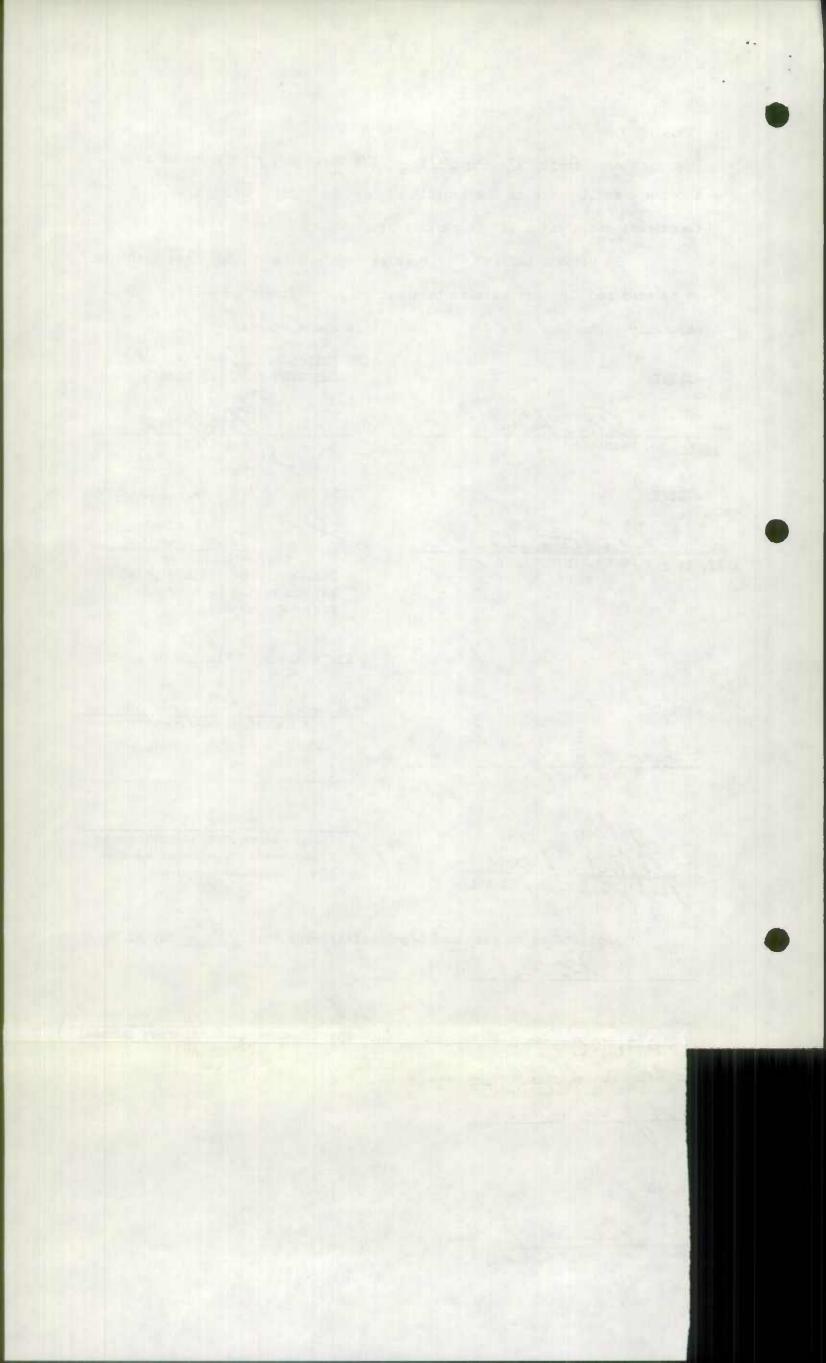
State agrees that, prior to final payment to its contractors with respect to the work contemplated in this Agreement, it will check with the Railroad concerning the work performed or to be performed by such contractors and concerning any labor, materials, or transportation supplied by the Railroad to such contractor.

17. Notices, Approvals, etc. - Wherever notices, approvals, instructions, and the like are to be given under this Agreement to or by the Chief Engineer of the Railroad, this shall be deemed to mean Chief Engineer of The Pennsylvania Railroad Company or any person designated by him. Similarly, wherever notices, approvals, instructions, and the like are to be given to or by the State, State shall mean the Chairman of the State Roads Commission of Maryland, or any person designated by him.



3/29/62

18. Successors and Assigns - The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of all parties hereto. IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in quadruplicate by their proper officers or members thereunto duly authorized, the day and year first above written. THE PHILADELPHIA, BALTIMORE AND ATTEST: WASHINGTON RAILROAD COMPANY Vice President Secretary ASSISTANT THE PENNSYLVANIA RAILROAD COMPANY ATTEST: Regional Manager Secretary ASST. 70 THE Lessee of The Philadelphia, Baltimore and Washington Railroad Company STATE ROADS COMMISSION OF MARYLAND ATTEST: Chairman - Pivecter Secretary Being all and constituting the State Roads Commission of the State of Maryland Right of Way Division Approved as to form and legal sufficiency this 2 day of arch, 1962 Special Assistant Attorney General of Maryland ... roveč 12 -62.



COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF MONTGOMERY ) ss.:

A\$ WITNESS my hand and Notarial Seal.

Notary Public
Lower Merion Township
Montgomery County, Pa.

My Commission Expires:

July 2, 1965


STATE OF MARYLAND)
CITY OF BALTIMORE)
ss.:

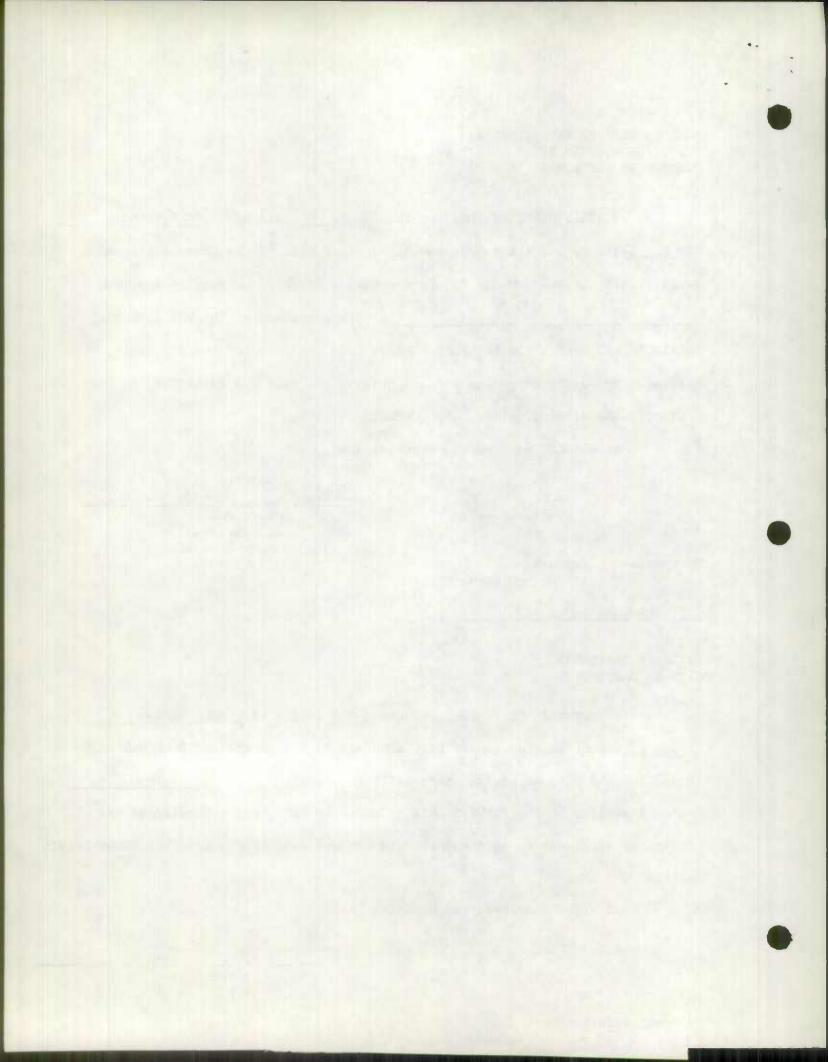
I HEREBY CERTIFY that, on this day of day of

AS WITNESS my hand and Notarial Seal.

Notary Public

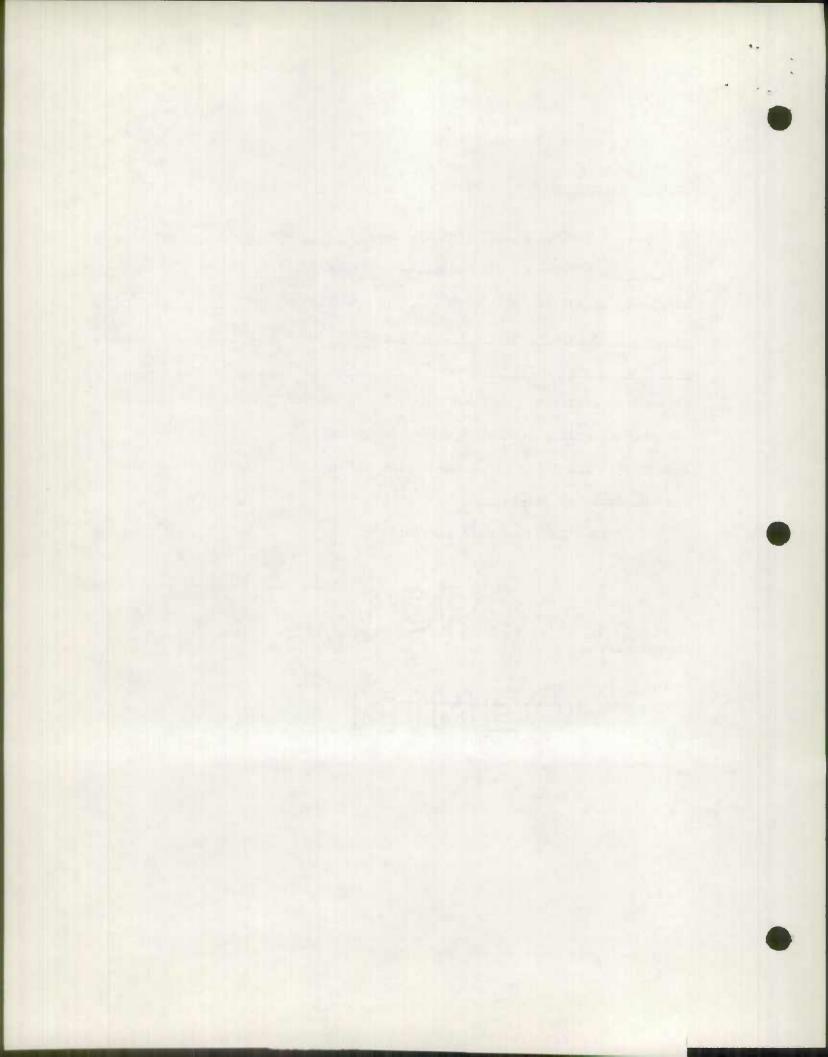
My Commission Expires:

Francission Expres May 5, 1963



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STATE OF MARYLAND ) CITY OF BALTIMORE ) SS.:
HH13 (H
I HEREBY CERTIFY that, on this 24 day of MARCH.
196, before me, the subscriber, a Notary Public of the State of
Maryland, in and for Baltimore City, personally appeared
JOHN B. FUNK , Chairman, and Director,
Successive
and gachxseverally 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.
Luin tank
Notary Public
My Commission Expires:
Nin - 161



December 20, 1961

3/29/62 150/15

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF PROPERTY REPORTEDLY OWNED

BY

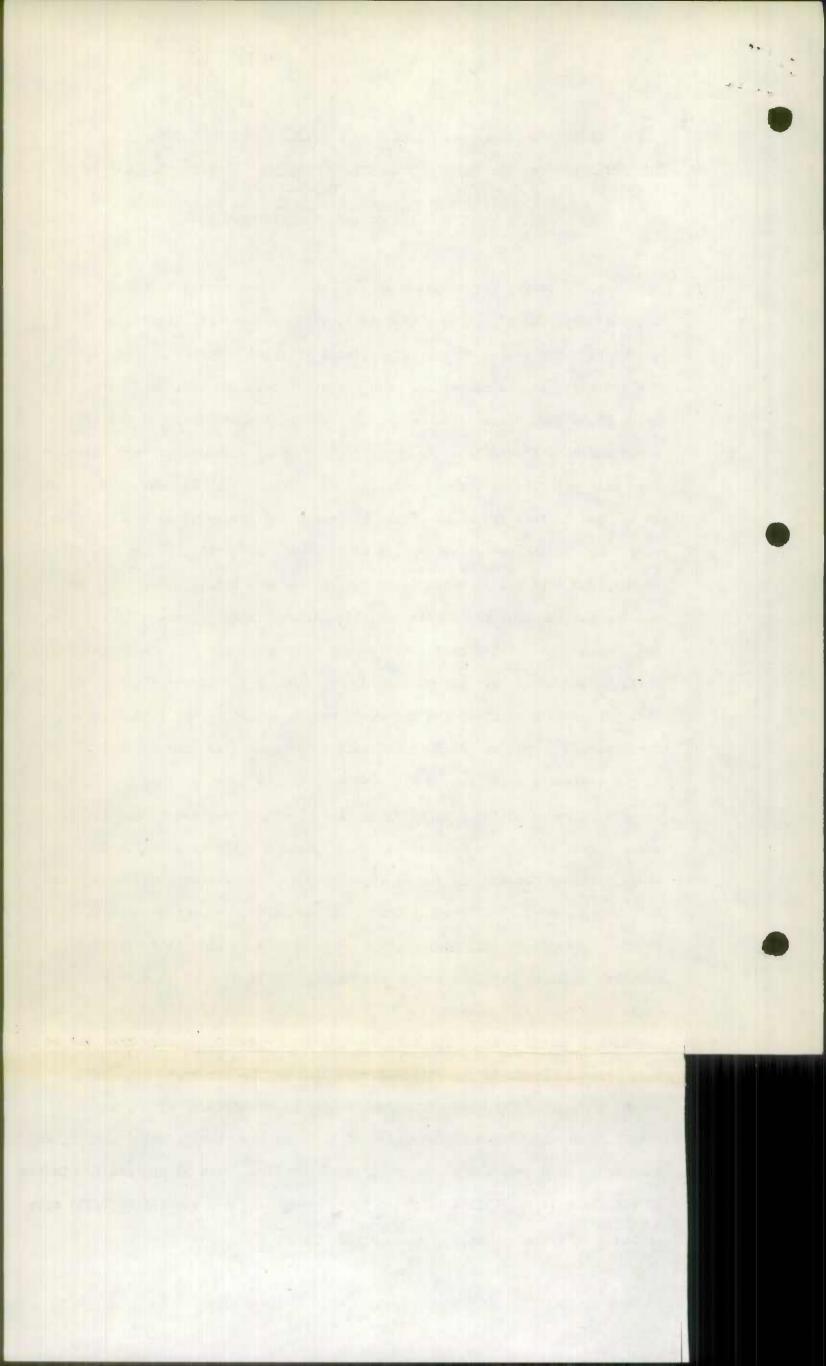
THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD COMPANY AND LEASED TO

THE PENNSYLVANIA RAILROAD COMPANY

OVER AND ABOVE WHICH AN EASEMENT IS GRANTED TO MARYLAND

STATE ROADS COMMISSION FOR HIGHWAY PURPOSES

Beginning for the same at a point in the proposed southern Right of Way Line of the Northeastern Expressway where it intersects the western title line of The Pennsylvania Railroad Company, lessee of The Philadelphia, Baltimore and Washington Railroad Company, said point being 71.50 feet distant southeasterly from Station 968+06.90 on the surveyed and established Base Line of Right of Way of the Northeastern Expressway, said point being also 33 feet distant southwesterly from Station 2184+42.96 on the center line of tracks of the aforesaid The Pennsylvania Railroad Company, the coordinates of said point of beginning as established by the State of Maryland Grid System being, North 636,496.498 and East 1,050,271.714 and running thence along and binding on said western title line by a line curving to the right with a radius of 1943.08 feet subtended by a chord bearing North 44 degrees 45 minutes 42 seconds West 147.33 feet for a distance of 147.36 feet to a point in the proposed northern Right of Way Line of the Northeastern Expressway 71.50 feet distant northwesterly from Station 967+71.44 on the aforesaid Base Line of Right of Way, thence running along and binding on said proposed northern Right of Way Line North 59 degrees 10 minutes 02 seconds East 67.46 feet to a point in the eastern title line of The Pennsylvania Railroad Company, lessee of The Philadelphia, Baltimore and Washington Railroad Company, 71.50 feet distant northwesterly from Station 968+38.90 on the aforesaid Base Line of Right of Way, thence leaving said proposed northern Right of Way Line and running along and binding on said eastern title line by a line curving to the left with a radius of 1877.08 feet subtended by a chord bearing South 45 degrees 15 minutes 45 seconds East 147.66 feet for a distance of 147.70 feet to a point in the aforesaid proposed southern Right of Way Line 71.50 feet distant southwesterly from Station 968+75.70 on the aforesaid Base Line of Right of Way, thence running along and binding on said proposed southern Right of Way Line South 59 degrees 10 minutes 02 seconds West 68.80 feet to the point of beginning and containing 0.224 acre as shown on the accompanying Plat No. 841-2.



## MEMORARISM OF ACTION OF STATE ROADS CONFISCION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FINE WEEKESDAY, DECEMBER 20, 1961

DEC 24 1961

de de de

tion, N. Lewis, Jr., Director

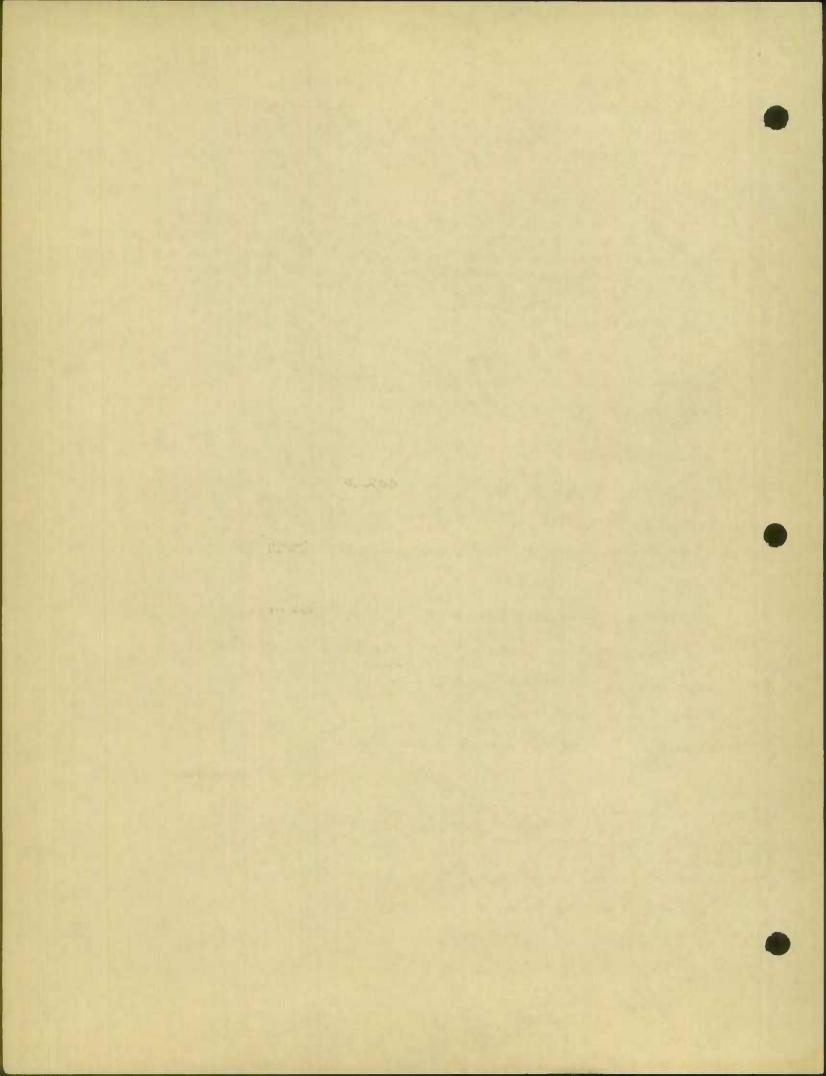
On request of the County Countainment of Caell County by resolution adopted in regular session on Howenber 21, 1961, which states that for many years Caell County has been maintaining the Following listed roads which have not been included or accepted by the State monds Countains, and on recommendation of Pistrict Inginest Charrette, concurred in by Chief Engineer Pisher, Chairman and Director Funk accepted the following roads for maintanance as part of the County Roads System of Caell County:

	County Key	Length	Election District	Present
Road		-		***************************************
Stoney Bettery, from Cherry Grove County Co2	43 13	0,90 ml.	1	35*
Buff Boad, from Clabe Road East	16	0.30 "	. 1	35*
Frederickton Road, from Rt. 215 West Co.	120 10	0.30 "	1	55"
Union Folly Road, from Et. 213 East	13	0.15 -	1	35*
lik Forrest Hoad, from Rt. 213 to West and	iouth 9 co 3 d l	0.80 "	2	33.
McKeown Road, from Locust Point North	6 (0343		2	334
Elkeide Hond, from Blairs Shore North	70249	0.33 "	2	. 33*
Gour Road, from Town Pt. Rd. Rorth to Govt.	Pier 2 0-189	0.79 "	2	33*
Rendella Road, from Soddom Ed. Wast Collice		2,50 "	2	53*
Frenchtown Pool Road, Frenchtown Head South		0.40 "	3	331
North Fast Cemetery Rd., from Rt. 7 South to	0 20247	0.40 "	5	33"
Boy Scout Fond, from Turkey Pt., Ed. West & (Bouth Boods Store - Mt. 272)	177 2	0.60 "	5	331
Red Point Road, from Rt. 272 West 20/	76 3	0.50 "	5	33*
Carre Cove Fond, from Rt. 272 Dast Co244 C	340 4	1.00 "	3	33.
Henderson Shore Road, from oldfield Pt. Ed.	6 41	0.60 "		33,
Pettyjohn Road, from Grothers ad, Northwest		0.95 "	9	35.
THE RESERVE OF THE PARTY OF THE				

Copy: Mr. D. H. Pisher Mr. E. J. Hajsyk Mr. G. B. Chaires Mr. L. L. McCarl Mr. G. A. Goldeisen Hr. F. P. Scriveour Hr. G. W. Cassell

Hr. G. L. Wannen

Mr. G. H. Lewis, Jr. Co. Coomes, Cackl Co.



August 17, 1961

Hon. John R. Dickerson, President County Commissioners of Cecil County RFD #2 Elkton, Maryland

Dear Mr. Dickerson:

Enclosed you will find a formal agreement between the State Roads Commission and Cecil County relative to the transfer of U. S. Route 222 from the north corporate limits of Port Deposit to U. S. Route 1 at Conowingo Dam, 4.29 miles and the acceptance of County Road No. 223 from intersection of U. S. Route 213 to Maryland Route 284, 0.36 mile by the State.

It is necessary that this agreement be executed by the Board of County Counissioners and returned to this Office prior to August 23rd for Counission action on August 24, 1961.

Your attention is appreciated.

Sincerely yours,

Robert J. Hajzyk, Chief Division of Planning & Programming

cc: Mr. C. R. Pease - Secretary
Mr. George Cassell, Chief - Planning Survey
encl.

RJH:ag

5 K. C. MINUTES 8/23/61

COMMISSIONERS

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OFFICE OF THE

County Commissioners of Ceril County

ELKTON, MARYLAND ...

TVI COURSE EXCHANGE & WIND

REGULAR MESTING DAY

LEONARD H. LOCKHART

HAROLO HENDERBON

January 25, 1961

Willie me Or

Mr. George N. Lewis, Jr., Chief Bureau Traffic State Road Commission 300 West Preston Street Baltimore 1, Md.

Dear Mr. Lewis;

On September 13, 1960, we wrote to Mr. David Fisher. Chief Engineer, State Road Commission, requesting the portion of Route 222 from the northern limits of Port Deposit to U. S. 1 at Conowingo Dam, be transferred back to the State Road Commission.

On October 14, 1960, a letter was received from Mr. Fisher stating that the necessary agreement forms were being prepared for this transfer and that they would be forwarded to us in the very near future. To date, we have not received these forms, we therefore request that this be taken care of as soon as possible. We also request that the portion of road from 213 to 284, north side of Chesapeake City, be transferred back to the State Road Commission.

We will be very glad to discuss this with you at your earliest convenience.

Very truly yours,

Harold Henderson, Clerk

HH/mm

cc: John J. Ward, Jr., Resident Engineer O. Roland Sharretts , Thomas N. Kay

SRC MINUTES

Mr Carell

February 17, 1961

Mr. J. J. Ward, Resident Engineer State Roads Commission Elkton, Md.

Dear Mr. Ward:

Road Exchange

Reference is made to your letter of February 3rd enclosing clipping from the Cecil Democrat issue of Wednesday, January 25th, relative to transferring former US Route 222 from the north limits of Port Deposit to US Route 1, back into the State roads system.

Mr. C. C. Soymour of our Legal Department, to whom a copy of this letter is being sent, is preparing the necessary transfer resolution, for not only this section of highway, but for the small section of County road feeding into North Chesapeake City from US Route 213 at the foot of the bridge over the C. & D. Canal.

You will recall Minutes of Meeting of the State Moads Commission of May 8, 1958 which effected the transfer of US 222 to County Status. Since that time, Cecil County has been given credit for the mileage and being paid the same sum per mile as for all other County roads.

I would like to call to your attention Section 34 (c) of Article 39 I which spells out how the mileage proportion is to be computed and when it is to be computed as a basis for distribution of the 20% gasoline and motor vehicle taxes to the counties and municipalities other than Baltimore City. The additions and deletions must be effective only once each year, that is, on July 1st of each year and requests for additions and deletions are not to be received later than December 31st preceding the beginning of each fiscal year at July 1st.

Therefore, when the transfer is made of the subject sections of highway in Cecil County we cannot begin maintenance until July 1, 1981, at which time the credit to the County will be deleted.

SRC MINUTES 8/23/61 THUT YE WHATHER

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Mr. J. J. Ward Resident Engineer February 17, 1961

In other words, if we gave you a Control Section number for the section of US 222 from Port Deposit to US 1, the State Roads Commission would be paying for its maintenance, while Cecil County is also being paid for its maintenance.

This matter has been discussed with Mr. Thomas N. Kay and he is in full accord that the transfer be made effective July 1, 1961.

Very truly yours,

GNL jrd-

Commissioner

Ar. C. C. Seysour

Ar. G. W. Cassell

Geo. M. Lewis, Jr., Chief-Bureau of Traffic

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Geal
State Roads Commission
TRAFFIC DIVISION

OCT ## 1961

Copy: Mr. D. H. Fisher

Mr. W. C. Hopkins

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. C. L. Vannen

Mr. G. B. Chaires

Mr. F. P. Scrivener

Mr. E. K. Lloyd

Mr. H. G. Towns

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

Mr. L. C. Moser (2)

Mr. A. L. Grubb (2)

Mr. S. T. Nottingham

Mr. H. C. Bowers

Mr. C. R. Sharretts (2)

Mr. Rolph Townshend

Mr. J. Cincibus Mrs. J. Freeman

Cecil County Commissioners (3)

SRC-Cecil County

Contract Ce-425-1-217; FAP#S-790(1)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK

FRIDAY, OCTOBER 9, 1961

\* \* \*

On recommendation of Chief Engineer Fisher in letter of October 4, 1961, the following final payment was approved, this road to remain a part of the County system:

Final payment of \$2,725.03 for completion of relocation of Red Pump Road from the north end of Mount Street to U. S. Route 1 near Rising Sun, a distance of 0.620 mile (flexible payement), our Contract #Ce-425-1-217; FAP# S-790(1), E. H. Nunn Construction Company, Inc., contractor. The contract for this work was awarded on July 27, 1960 and was completed on August 16, 1961. The total amount of this contract is \$53,023.40.

principal to a conthe second of the second of th · a latente es imperant cint lo im a full in Copy: Mr. A. S. Gordon (2) Mr. D. H. Fisher Mr. W. E. Toodford, Jr. Mr. R. J. Hajzyk Mr. W. C. Hopkins Mr. C. A. Goldeisen Mr. L. E. McCarl Mr. G. B. Chaires Mr. F. P. Scrivener Mr. C. L. Vannen Mr. L. C. Moser (2) Mr. H. G. Downs (4)

Mr. A. L. Grubb (2)

ing as follows:

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

Mr. C. R. Sharretts (2) Mr. Rolph Townsherd Mr. M. D. Philpot Mr. F. V. Dreyer Mr. J. A. Friend Mr. G. J. Cassell Mr. H. C. Bowers Mr. E. K. Lloyd Mr. Charles Lee Mr. J. E. Gerick Records & Research Section, R/W Div. Cecil County Commissioners (3) Secretary's File SRC-Cecil County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK WEDNESDAY, AUGUST 23, 1961 CECIL COUNTY

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated August 22, 1961, covering the transfer to the State Roads Commission of a section of U. S. Route 222, from the north corporate limits of Port Deposit to U. S. Route 1 at Conowingo Dam, a distance of 4.29 miles; and of County Road No. 288 from intersection with U. S. 213 to Md. 284, thence to the north

"THIS AGREEMENT, made this 22nd day of August, 1951, by and between the State Roads Commission of Maryland hereinafter referred to as 'Commission,' party of the first part, and the County Commissioners of Cecil County, Maryland hereinafter referred to as 'County Commissioners,' party of the second part.

corporate limits of Chesapeake City, a distance of 0.36 mile, in Cecil County, read-

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

WHEREAS, the Governing Bodies of the several Counties of Maryland are empowered to transfer County Roads, or portions thereof, to the State Roads Commission of Maryland, as part of their State Roads System.

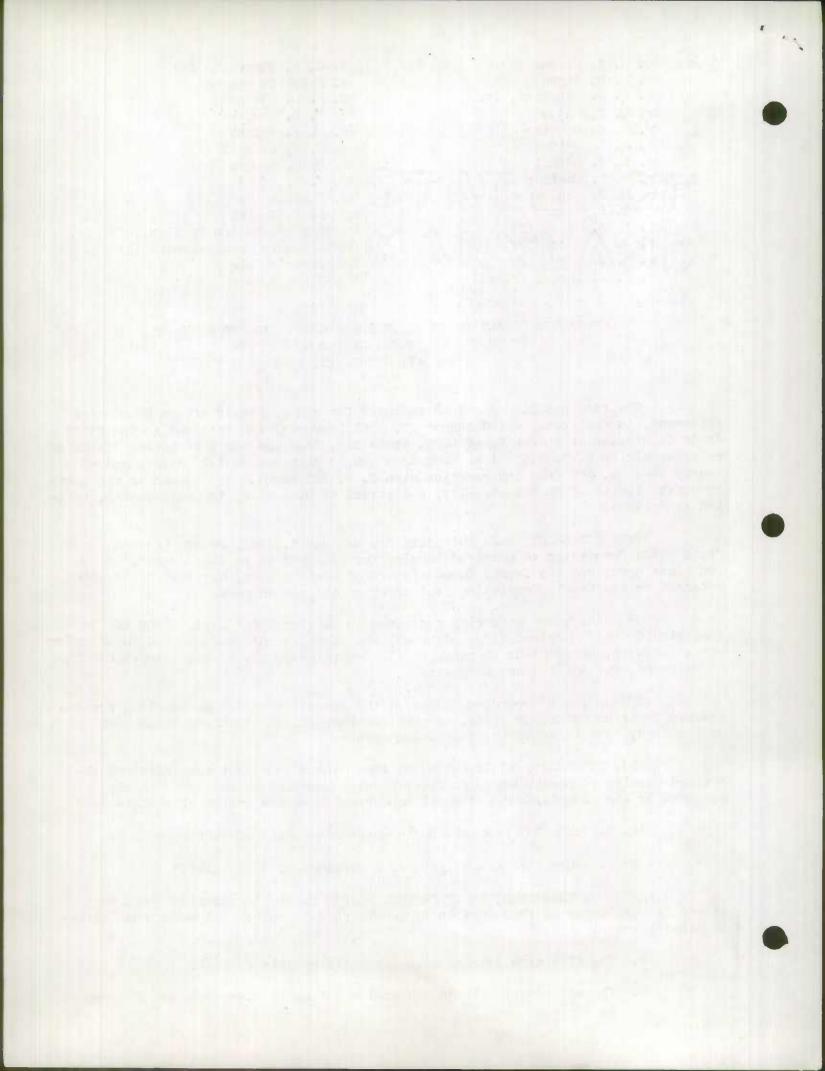
NOW, THEREFORE, BE IT AGREED by the 'Commission' that the following described section of County Road, in Cecil County, Maryland be and it is hereby accepted by the 'Commission' and shall henceforth have the status of a State Road:

'U. S. Route 222 from the north corporate limits of Port Deposit to U. S. Route 1 at Conowingo Dam, a distance of 4.29 miles. r C 5 7-75 RE-ASSIENED

AND, NOW THEREFORE, BE IT FURTHER AGREED by the 'Commission' that the change in the status of this section of County Road is authorized under the following conditions:

- 1. The effective date of transfer shall be July 1, 1961.
- 2. The additional mileage was excluded from the inventory as of December

\* Note- Drymally transferred from State to county per resolution 5-8-58



- 3. The basis for the allocation of funds did exclude the 4.29 miles of County Road mileage in the allocation to Cecil County beginning July 1, 1961.
- 4. That such exchange be made on an 'As-Is-Basis' which pertains to the existing condition of the Road involved, including all appurtenances and bridge structures, at the time of acceptance in the State System.

AND, NOW THEREFORE, BE IT FUITHER AGREED by the 'Commission' that the following described section of County Road, in Cecil County, Maryland will be accepted by the 'Commission' and shall have the status of a State Road on and after July 1, 1962:

'County Road number 288 from intersection with U. S. 213 to Md. 284 thence to north corporate limits of Chesapeake City, a distance of 0.36 mile.' REASSIGNED C S 7-50

AND, NOW THEREFORE, BE IT FURTHER AGREED by the 'Commission' that the change in the status of this section of County Road is authorized under the following conditions:

- 1. The effective date of transfer shall be July 1, 1962.
- 2. The additional mileage will be excluded from the inventory as of December 1, 1961.
- 3. The basis for the allocation of funds will exclude the 0.36 mile of County Road mileage in the allocation to Cecil County beginning July 1, 1962.
- 4. That such exchange be made on an 'As-Is-Basis' which pertains to the existing condition of the Road involved, including all appurtenances and bridge structures, at the time of acceptance in the State System.

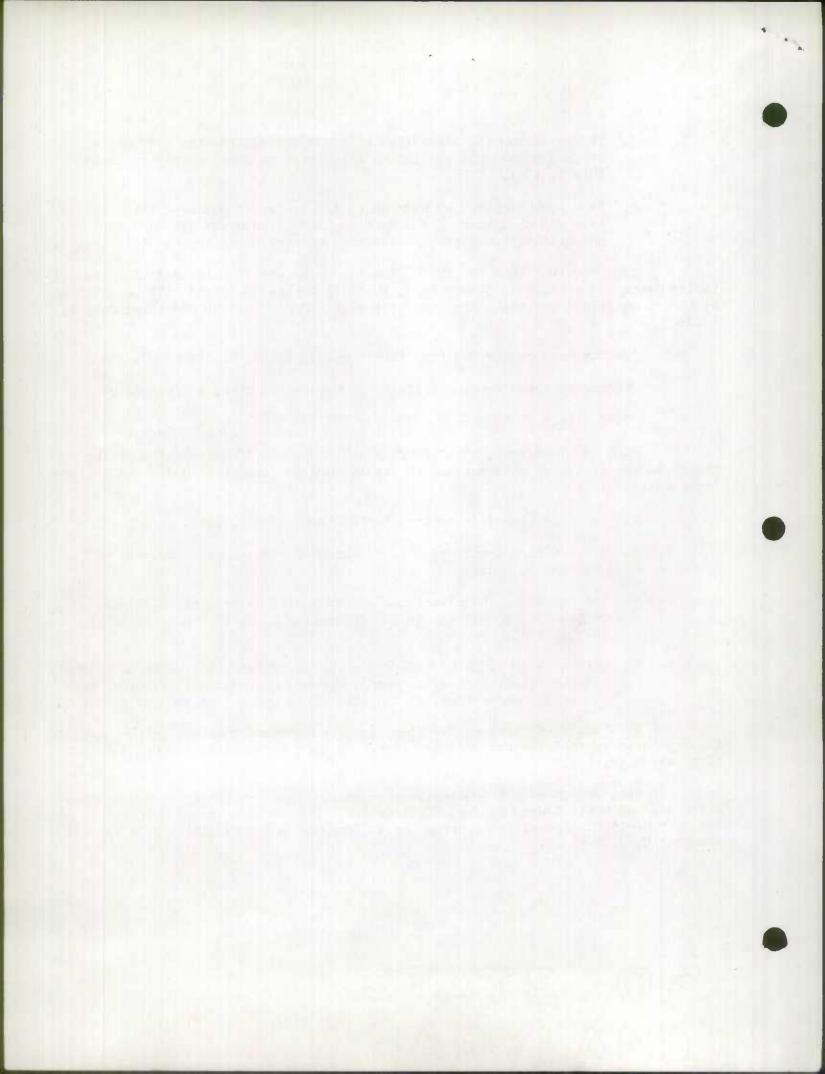
IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate by their proper officers thereunto duly authorized, the day and year first above written."

Said agreement had previously been executed on behalf of the County Commissioners of Cecil County by John R. Dickerson, President, approved by Chief Engineer David H. Fisher, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

WAS TRANSFIRED FROM STATE TO COUNTY

S.R.G. RESOLUTION 5-8-58

EFFECTIVE 7-1-59



JUN 1 1961

Geo. N. Lewis, Jr. Directos

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, MAY 24, 1961

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

WHEREAS, Joint Resolution #37, Acts of 1961, requested the State Roads Commission of Maryland to name and designate Md. Route 276 as "Jacob Tome Memorial Highway,"

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland, under its powers as contained in Section 26 of Article 89B of the Annotated Code of Maryland (1957 Edition), that Md. Route 276 is hereby named and designated as "Jacob Tome Memorial Highway."

Copy: Mr. D. H. Fisher

Mr. W. C. Hopkins

Mr. R. J. Hajzyk

Mr. C. A. Goldeisen

Mr. L. E. McCarl

Mr. William Jabine, II

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

Mr. G. B. Chaires

Mr. F. P. Scrivener

Mr. L. S. Pfarr

Mr. C. R. Sharretts (2)

Mr. H. G. Downs

Mr. A. L. Grubb

Mr. L. C. Moser

Mr. G. W. Cassell

Mr. Rolph Townshend

SRC-Cecil County

SRC-Name Designations

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Cotys pr. N. N. Strber Shr. C. C. Berling: Mca I. J. Wolder, max Mca L. E. Soder, max Mc. L. E. Schort Mc. Villiam Jabine. Tr Mc. Villiam Jabine. Tr Mc. G. C. Chillers.

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. R. J. Hajayh
Mr. G. A. Goldeisen
Mr. G. B. Chairse
Mr. G. E. Sharretts (2)
Mr. Holph Townshand

Mr. C. L. Wommen Mr. C. L. Wommen Mr. O. N. Lawis, Jr. Mr. H. G. Downs Co. Commrs. of Coeff County SEC-Coeff County

PRIDAY, DECEMBER 30, 1960

On request of the County dessignments of Ceell County, and on recommendation of District Engineer Sharretts, concurred in by Chief Engineer Pisher, Chairsen and Director Funk accepted the following roads for maintenance as part of the County Roads System of Caril County.

Boad Condition Survey Reports submitted by Mr. Sharretts indicate that those contions of road have been accepted and recorded by the County County Counters of Coult County, providing for proposed right of way widths as set forth below:

	hood	length	Heatler District	County Key Hap No.	Proposed SAN Midth
	Bohmsin timmer School Road, from 213 West	C. 35) 387, 383	2 0 65	52	40" 60-7
	Dynamore head, Apple Lane, Punch Road, from F. Wood hd. Bouth	Ca. 301, 302	303,304	0.78mi	60*-50* 60-9
	Wilson Assaus, Rt. 7 to Rt. 40 Lincoln Assaus, " " " " "	285 £t. } ***********************************	7 *	45	40" 8 50"
	Newark Ayesus, James Street, and Gilpin Avenue, From Mt. 280 to Mt. 279	Code des	(Carolisaea)	86	50° 8 40°
100-11	Rosesset Circle, Int. of Class Paras Savaloguest	0.50			30* 60-11
60-L	min Hills School Soud, from 7	600 tr.	non i	34.77	50* 60-
	Grandview Awenna, Hillerest Lone, Baymide Drive, from Ht. 699J West	Ce 262, 262, 2	61	77	30*-40*-30*
60-4	Plum Crock Harlost, from 6995 West to North Rest River	0.521 4 H 0.33	3	78	53* 6
	North Hart Herber, from Rt. 272 hest	C. SZS 374 377	1 500 /0	59.79	30° 4 30° -2
to-V	Charbon Lame, Rt. 7 S. to F.R.R.	a = 0.324	5	60	40" 00-1
60-10	Rising Sun Bless. Soh., Old Rt. 276 Unst	0.20 = 6, 334	6 0 12	47	46* 600-

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Church Street, from Rt. 7

Co 3 South A27 ft. Co 228

Barrett Road, From Route 1

Co 5 South 300 " Co 249

Co 5 South 300 " Co 329

Co 5 South 300 " Co 5

Hidelitu Omon Skin

AGIDA BOTTON

Fidelifu Onion Sam

COMMISSION MEMBERS

HN B. FUNK,
CHAIRMAN OF COMMISSION
AND DIRECTOR OF HIGHWAYS

PAUL J. BAILEY
HARLEY P. BRINSFIELD
LANSDALE G. CLAGETT
THOMAS N. KAY
JOHN J. McMULLEN
WILLIAM B. OWINGS

C. ROLAND SHARR TTS



TRAFIC DIVISION

OCT 28 1960

File

C.R.PEASE,

A.S. GORDON, EX.ASST. TO CHM. C. L. WANNEN,

COMPTROLLER

JOSEPH D. BUSCHER,

SPEC. ASST. ATTY. GEN.

OFFICE OF THE DISTRICT ENGINEER
CHESTERTOWN MARYLAND

## STATE OF MARYLAND STATE ROADS COMMISSION

300 WEST PRESTON STREET

BALTIMORE I, MD.

(MAILING ADDRESS-P.O. BOX 717, BALTIMORE 3, MD.)

October 27, 1960

Mr. Geo. N. Lewis, Jr., Chief Bureau of Traffic

Dear Mr. Lewis:

Your letter of October 25 concerning the solution to the road problem, as entered into between the State Roads Commission and the Allender interests on April 22, 1938, is a practical one.

I will talk with the County Commissioners in Cecil County about the disposition of the matter as outlined by you, with the hope of solving it in the manner prescribed.

May it not be possible that this matter has already been resolved unbeknown to us, since you show it on your records as being a part of the County system? I will approach it in a discreet manner from this angle, and I believe that I can bring it to a satisfactory conclusion.

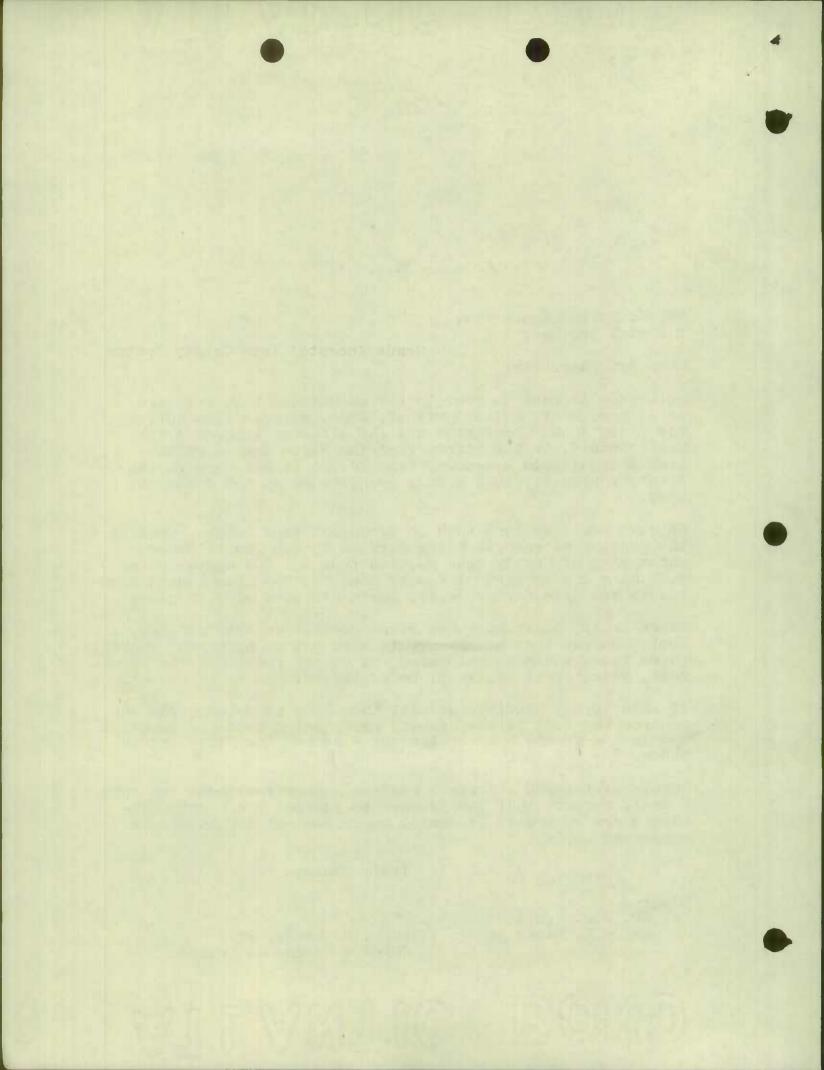
I will keep you informed of my talks with the County Commissioners, in order that our records may be brought up to date.

Very truly yours,

District Engineer

CRS:B

October 25, 1960 Mr. C. Roland Sharretts. District Engineer Roads Accepted Into County System Dear Mr. Sharretts: Reference is made to your letter of October 19th relative to an agreement, dated April 22, 1938, entered into between the State Roads Commission and the Allender interests in Cecil County, to the effect that the State was to establish and maintain a roadway from Md. Route 280 through the Allender property to a county road, known as the Johnstown road. We have verified that such an agreement does exist. However, the section of road is being carried in the County System under part of County Road No. 145 from Md. 280 eastward for 0.06 mile and as part of County Road No. 253 from County Road 145 to the Allender property, for a distance of 0.15 mile. Since Cecil County has been given credit for this mileage, I would suggest that we attempt to work out an agreement whereby these roads would be maintained as county roads and the agreement, dated April 22, 1938, be nullified. If this is not possible we will then have to delete from our records the 0.21 mile of county roads being credited to Cecil County and create a control section number for State maintenance. Before giving you a control section number for these two roads I would suggest that you proceed to contact the County Commissioners to see if it cannot be worked out in the manner suggested above. Very truly yours, GNLjr-d cc: Mr. C.P. Hyatt Mr. W.R. Hicks Geo. N. Lewis, Jr., Chief - Bureau of Traffic



COMMISSION MEMBERS HN B. FUNK. CHAIRMAN OF COMMISSION AND DIRECTOR OF HIGHWAYS PAUL J. BAILEY STATE OF MARYLAND HARLEY P. BRINSFIELD LANSDALE G. CLAGETT THOMAS N. KAY 300 WEST PRESTON STREET JOHN J. MCMULLEN WILLIAM B. OWINGS BALTIMORE I, MD. (MAILING ADDRESS-P.O. BOX 717, BALTIMORE 3, MD.)

State riceres Commession IC DIVISION

Geo. N. Lewis, Jr. C.R. PEASE, SECRE SECRETARY

A.S. GORDON. EX. ASST. TO CHM C. L. WANNEN, COMPTROLLER JOSEPH D. BUSCHER.

SPEC. ASST. ATTY. GEN

OFFICE OF THE DISTRICT ENGINEER CHESTERTOWN MARYLAND

## STATE ROADS COMMISSION

C ROLAND SHARRETTS

October 19, 1960

agreement does dist where y min to ke ! Recomments therety This the Les of Co. 253 and all of Co. 253

Mr. Geo. N. Lewis, Jr., Chief Bureau of Traffic

Dear Mr. Lewis:

Mr. Ward recently called my attention to a situation that exists in Cecil County, and which I had no knowledge of whatsoever.

On April 22, 1938 (at which time Cecil County was in District 4), an agreement was entered into between the Allender interests and the State Roads Commission, to the effect that the State was to establish and maintain a roadway from Md. Route 280 through the Allender property to a County road known as the Johnstown road, as shown on Plat #3216, Contract Ce-163-2-421.

Up to this time there has never been any request on anyone's part for any work to be done on this road. Now we have received a request to put this road in a presentable condition, therefore will you please give District 2 credit for this mileage in your records, and also give us a route and section number for this road.

> Very truly yours, Cololine Shanetts

> > District Engineer

CRS:B

Co.145 0.06-CO. 253 O. 15MI. ETYPE ALLENDER PROPERTY in the work of the contract of The subject of the month of the subject of the subj Ha

Hr. M. M. Pritchatt

Mr. W. C. Hepkins

Mr. C. A. Goldeisen Mr. C. S. Linville Mr. C. R. Sharretts (2)

Mr. Rolph Tomshend

The west of 19/19/19

Mr. F. P. Scrivener

Hr. C. L. Wannen

Mr. W. A. Jordan Mr. H. G. Dosma

Mr. C. H. Lewis, Jr.

Co. Counts. of Caeil County SuG-Cocil County

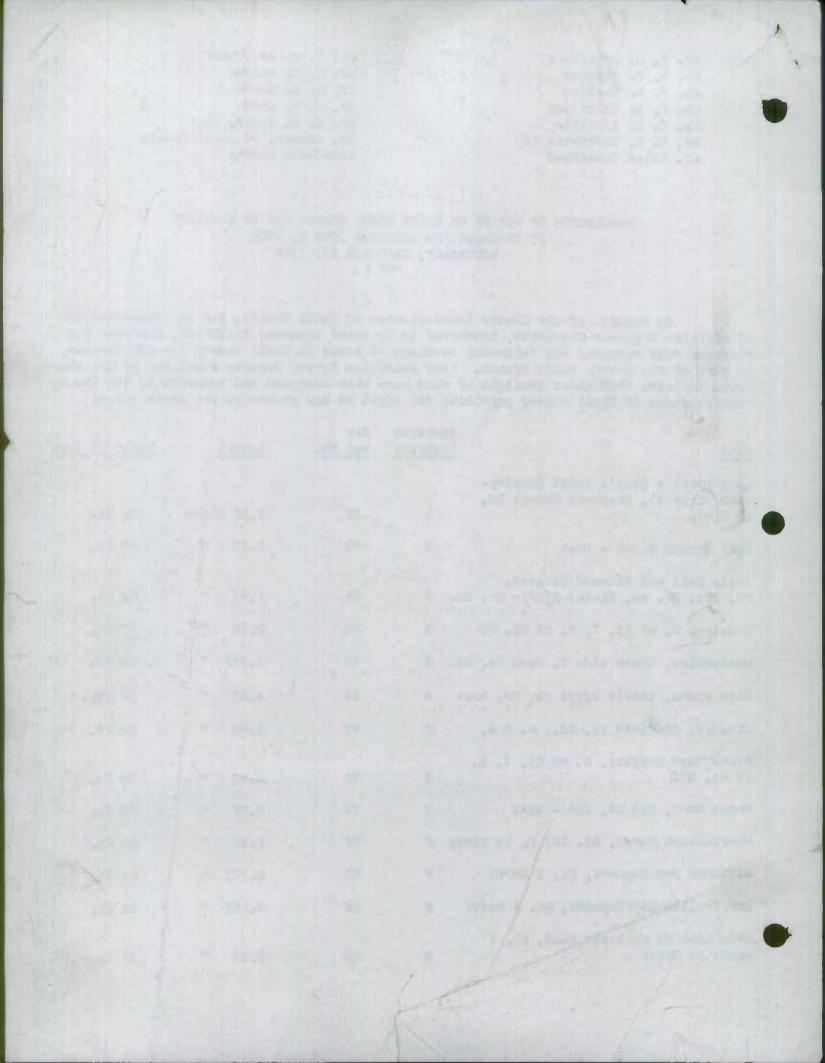
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MIMORANISUM OF ACTION OF STATE ROADS CORNISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. PUNK WEIMERDAY, DECEMBER 16, 1959

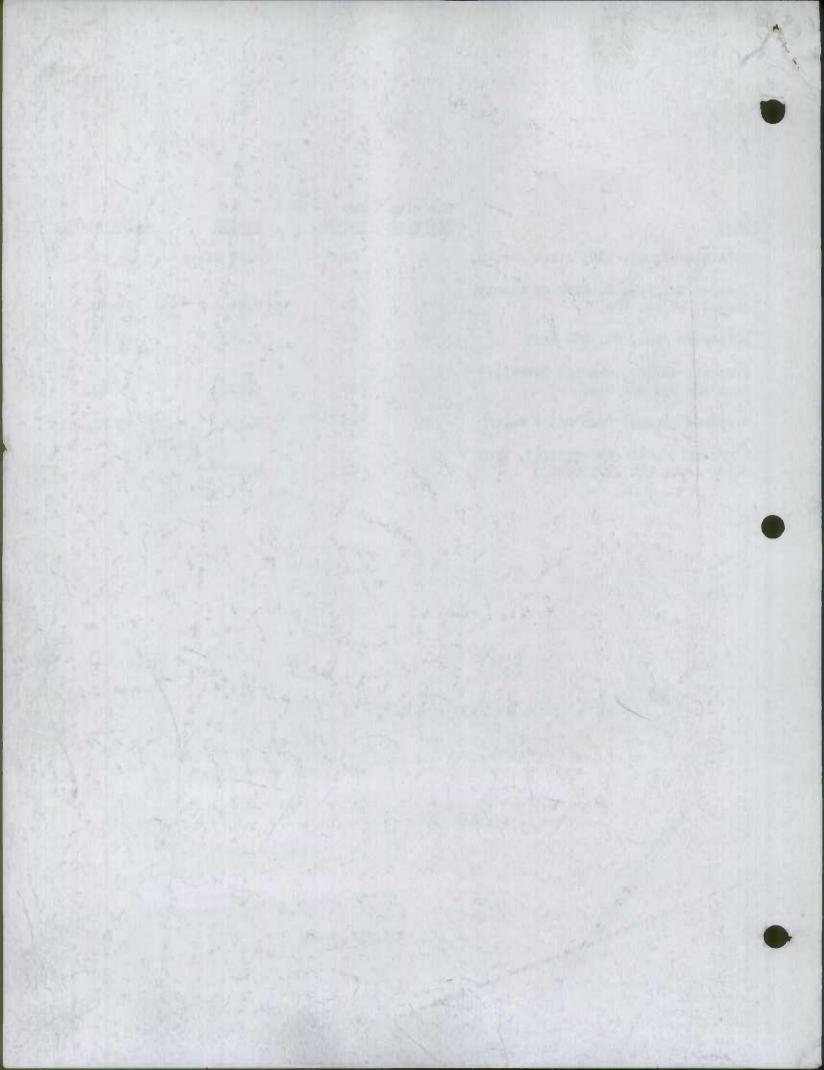
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On request of the County Commissioners of Caeil County, and on recommendation of District Engineer Sharretts, concurred in by Chief Engineer Princhett, Chairman and Director Funk accepted the following sections of reads in Caeil County for maintenance as part of the County Roads System, Read Condition Survey Reports submitted by Hr. Sharretts indicate that these sections of read have been accepted and recorded by the County Commissioners of Caeil County providing for right of way widths as set forth below:

		loction istrict	Ray Ho.	longth .	Right of Way
	Long Point - Heak's Point Develop- ment, from St. Stephens Church Rd. to River	1	32	0.30 Miles	30 ft. = 297
,	Port Horsen Boach - Rest	2	51	0,15 "	40 St 127
	Holly Hall and Elknood Estates, Rt. 215, Rt. 40, Dickey Biddle Co. Rd.	3 276	81	1,96 "	40 ft.
	Hermira, W. of Rt. 7, N. of Rt. 40	3	82	0,75 "	50 ft.
	Meadowriter, South side 7, Wood Co. Md.	5.	83	0,395	20 Ets.
	Glam Parms, Little Rgypt Co, Rd. East	THE CAS	51	2,20 "	30 ft.
	Elimore, Oldfield Pt. Bd., N. & S.	5	73	1.00 "	30 ft. Canton
	North East Heights, H. of Rt. 7, E. of Rt. 272		76	0.00 "	Set. C. 572
	Green Bank, Old Rt. 164 - Rest		73	0.85 "	30 ft. 10 220
	Charlestonn Manor, Rt. 267 E. to River		76	0,05 "	30 Et. 3 19
	Mastwood Development, Rt. 1 North .	6	44	0,572 "	50 ft.
	Marriavilla Davelepment, Rt. 1 North		45	0.152 "	30 ft. == 3/L
	Farr Lame or Meustain Road, Rt. 1 South to Greek	6	46	0.30 "	33 ft, Gazes



Road	Blaction Bistrict	Kay Kap No.	langth .	Right of Way
Cole Street, Rt. 232, Aiken AveW.	7	42	0,20 miles	40 ft. 4 tot
Jackson Bnights, W. Sids of County Road-E. of Rt. 222	7	43	0,64 "	40 ft, 1. 310 - 211
Patterson Ave., Rt. 222 Best	7	44	0,20 "	30 ft, G. 111
Franklin Street, Charles Street, from old Rt. 449 West	7		0,332 *	50 fts (6244
Haryland Avenue, from Rt. 7 Horth	7	46	0,119 "	50 ft 129
Bichmond Street (Perryville), from	7	47	0,172: "	60 ft. 0- 559



Mr Lassell

## MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK WEDNESDAY, DECEMBER 16, 1959

\* \* \*

On request of the County Commissioners of Cecil County, and on recommendation of Mr. A. L. Grubb, Chief, Bureau of Bridges, Chairman and Director Funk authorized posting of the following county bridge as indicated:

Name of Road	Crossing	Location	Cross	Maximum Speed
Crothers	Northeast Creek	County Road east of College Green	6000#	10 M.P.H.

Co 65

65

Copy: Mr. N. M. Pritchett

Mr. A. L. Grubb (2)

Mr. P. A. Kempter

Mr. C. R. Sharretts (2)

Mr. C. S. Linville

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

Mr. F. P. Scrivener

Mr. G. B. Chaires

Mr. L. S. Pfarr

Miss 1. T. Stickles

Mr. Rolph Townshend

Major G. W. Davidson (2)

Maryland Traffic Safety Comm.

Cecil County Commissioners

SRC-Cecil County

SRC-leight Limitations

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 Cecil County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK WEDNESDAY, DECEMBER 2, 1959

\* \* \*

On request of the County Commissioners of Cecil County and on recommendation of A. L. Grubb, Chief, Bureau of Bridges, Chairman and Director Funk authorized posting of the following county bridge as indicated:

Name of Road Crossing Location Gross Load Speed

Ricketts Mill Big Elk Creek County Road northwest 4,000# 10 M.P.H.

Co 146

Copy: Mr. N. M. Pritchett Mr. A. L. Grubb (2) Mr. P. A. Kempter Mr. C. R. Sharretts (2) Mr. C. S. Linville Mr. G. N. Lewis, Jr. (8) Mr. F. P. Scrivener Mr. G. B. Chaires Mr. Rolph Townshend Mr. L. S. Pfarr Miss A. T. Stickles Major G. E. Davidson (2) Maryland Traffic Safety Comm. Cecil County Commissioners SRC-Cecil County SRC-Weight Limitations

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Thomas Burn William

Markett Mill Rig 61E Creek County Good adecided a good at a gir - 11th attacked

Copys Sign II II. Pricelegs V Mr. A. T. Coulder to the 7.4 TENED TO THE STATE OF and the factor of the contract Mar C. I. Lancing Mr. 188 NEW P. . Serirenze Mr. Challent C 323 10 .1 .1 .201 deliality. T. a unit · Washington was the state of t

CEGIL COUNTY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK TUESDAY, SEPTEMBER 29, 1959

On request of the County Commissioners of Cecil County and on recommendation of A. L. Grubb, Chief, Bureau of Bridges, Chairman and Director Funk authorized posting of the following county bridges as indicated:

	Name of Road	Crossi	ing	Locat	ion	Maximum Gross Load	Maximum Speed
		Conowingo	Creek	County Road Oakwood and		16,000#	10 M.P.H.
ľ	Pilot Station	***	19	County Road Station	at Pilot	20,000#	15 M.P.H.

Copy: Mr. N. M. Pritchett Mr. A. L. Grubb (2) Mr. P. A. Kempter Mr. C. R. Sharretts (2) Mr. C. S. Linville Mr. G. N. Lewis, Jr. (8) Mr. F. P. Scrivener Mr. G. B. Chaires Mr. Rolph Townshend Mr. L. S. Pfarr Miss A. T. Stickles Major G. E. Davidson (2) Maryland Traffic Safety Commission Co. Commrs. of Cecil County SRC-Cecil County SRC-Weight Limitations

CHAPTERS OF ENGINEER CONTRACT OF STATE OF STATE

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Note of load Contains Ormer County South Detween 10,0000 10 n.P.B. County South and Dilet 20,0000 10 n.P.B. Pilot Station " County Read at Pilot 20,0000 13 n.P.B.

Propri No. N. D. Prindels

No. 2, A. Comples

No. 2, A. Comples

No. 0, A. Shernitz

No. 0, M. Marilla

No. 0, M. Marilla

No. 0, M. Marilla

No. 0, M. Marilla

No. 1, P. Contends

No. 1, N. P. Contends

No

Cecil County

All Joseph Sion of Maryland

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND BY CHAIRMAN AND DIRECTOR JOHN B. FUNK THURSDAY, SEPTEMBER 24, 1959

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On request of the County Commissioners of Cecil County and on recommendation of A. L. Grubb, Chief, Bureau of Bridges, Chairman and Director Funk authorized posting of the following county bridges as indicated:

	Name of Road	Crossing	Location	Maximum Gross Load	Maximum Speed
0 29	McCauley Road	Basin Run	County Road at Rowlandsville	10,000#	10 M.P.H.
C-169	Oldfield Point Road	Plum Creek	County Road 3.0 mi. Southwest of Elkton	8,000#	10 M.P.H.

Copy: Mr. N. M. Pritchett
Mr. A. L. Grubb (2)
Mr. C. R. Sharretts (2)
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. F. P. Scrivener
Mr. G. B. Chaires
Mr. Rolph Townshend
Mr. L. S. Pfarr
Miss A. T. Stickles
Major G. E. Davidson (2)
Maryland Traffic Safety Commission
SRC-Cecil County
SRC-Weight Limitations

On request of the County Counteringers of Gooll Country and or recommender of the Country and Director Punk sutbortes pouring of the following country bridges at indicates:

		Location		book in smit
district of	20,000	County Read at town the control at		
W. S. III OF		County Road 3.0 rd. corthwest of Elition	Flux Greek	inhou hinishio back

Cecil County

MEMORANDUM OF ACT OF TATE ROADS COMMISSION OF MARYLAND
BY CHATRMAN APPLICATOR JOHN B. FUNK
WEDNESDAY, AUGUST 19, 1959

\* \* \*

FILE SRCMINUTES

On request of the County Commissioners of Cecil County and on recommendation of A. L. Grubb, Chief, Bureau of Bridges, Chairman and Director Funk authorized posting of the following county bridges as indicated:

Name of Road	Crossing	Location	Gross	Maximum Speed
	Little Elk Creek	South of Childs	6,000#	10 M.P.H.
Cal 5 Crothers	Northeast Creek	East of College Green	10,000#	19
Cally Lumbs Of	99 99	N.E. of Leslie	6,000#	00
New Bridge	Octoraro Creek ?	Octoraro	10,000#	19
Spence	Little Elk Creek	N.W. of Cherry	*1	11
Bridge	Big Elk Creek	W. of Barksdale	8,000#	11

Copy: Mr. N. M. Pritchett
Mr. A. L. Grubb (2)
Mr. C. R. Sharretts (2)
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. F. P. Scrivener
Mr. G. B. Chaires
Mr. L. S. Pfarr
Mr. Rolph Townshend
Miss A. T. Stickles
Major W. H. Weber (2)
Maryland Traffic Safety Comm.
SRC-Cecil County
SRC-Weight Limitations

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commendation of the County Commission of County and an effection of t. 1. South County and a commendation of t. 1. South County County of the following county Decising is indicated:

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Compt. im. L. H. Britshert

Hr. J. L. Grobb C2)

Hr. G. R. Missis, hr. (N)

Hr. G. H. Lessis, hr. (N)

Hr. G. H. Lessis, hr. (N)

Hr. G. H. Chestra

Hr. G. H. Grosse

Hr. G. H. Grosse

Hr. G. H. Grosse

Hr. G. H. Grosse

Hr. G. H. H. Chestra

Hr. Grosse

Hr.

SRC 5/8/58

ROAD EXCHANGE - CECIL COUNTY

Recinal May 12, 1958 Copy

Mr. A. S. Gordon Mr. N. M. Pritchett Mr. W. C. Hopkins

Mr. R. E. Jones Mr. C. A. Goldeisen Mr. A. F. Shure

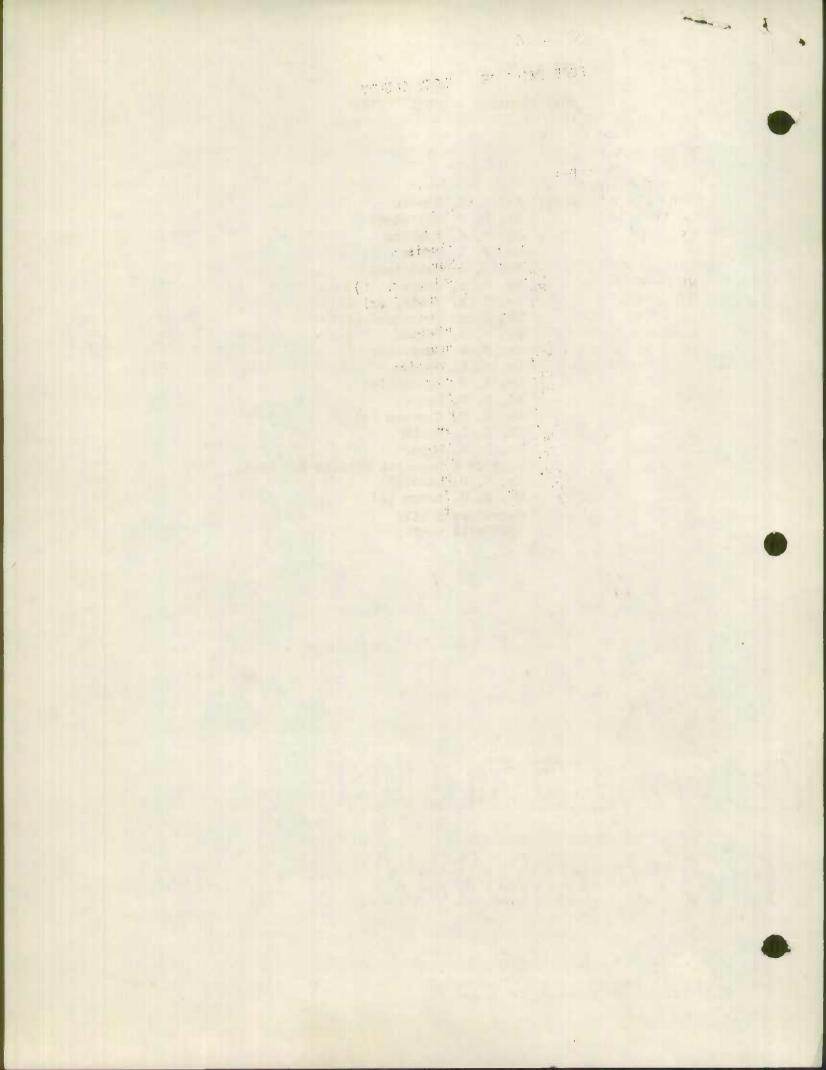
Mr. G. N. Lewis, Jr. (8) Mr. Rolph Townshend (2)

Mr. W. A. Friend
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. F. V. Dreyer

Mr. C. W. Clawson (4)
Mr. A. L. Grubb

Mr. L. C. Moser
Records & Research Section-R/W Dept.

Mr. C. S. Linville Mr. H. G. Downs (2) Secretary's File SRC-Cecil County minute Tile



At the regular meeting of the State Roads Commission of Maryland, held at the office of the Commission in Baltimore, Maryland, on May 8, 1958, upon motion duly made and seconded, the following resolution was adopted.

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

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

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following described sections of State Roads located in Cecil County are hereby to be transferred to the County Commissioners of Cecil County:

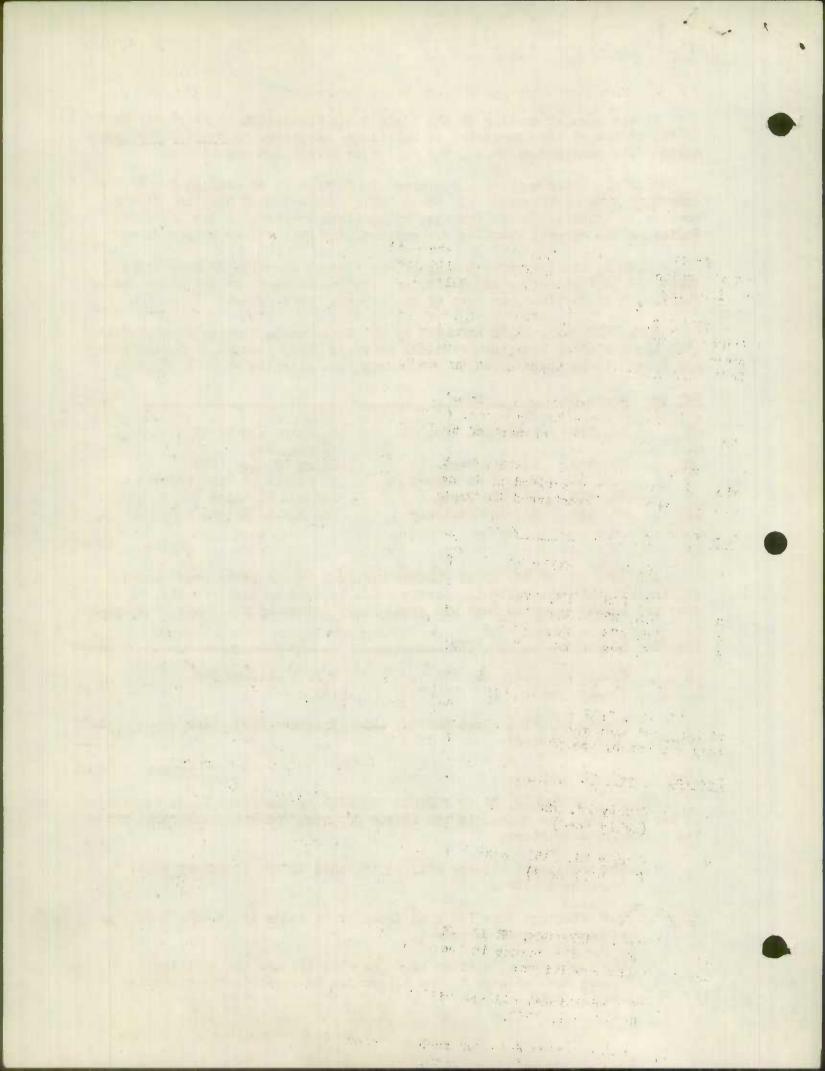
Map No.	Route No.	From	To	Miles	
1	Md. 276	Kelly Rd. (Co. 22)	S. Corp. Limits of	4 61	74.32
2	Md. 259	Md. 276 West	Rising Sun Kelly Rd. (Co. 22)	0.68	7-32 7-23 7-15
3 4 5	U.S. 222 Md. 473 Md. 282	U.S. 1 at Conowingo Md. 273 North	N. Limits of Port Deposite End S.R.C. Maint.	1.25	7-51
3	ma, sos	Md. 283 Westerly	End S.R.C. Maint.	12.63	7-39

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

Map No.	Route No.	From	То	Miles
6 40234	County Rd. #22 (Kelly Road)	Md. 276	U.S. 1 (Rising Sun By-Pass)	4.61
	County Rd. #151 (Red Hill Road)	East End Md. 181	Delaware State Line	1.80
			Total	6.41

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

- 1. The additional mileage will be included in the inventory as of December 1, 1958.
- 2. The effective date for such transfer of roads to be upon complete approval of this agreement.
- 3. The basis for allocation of funds will include the additional County Road mileage in the allocation to Cecil County beginning July 1, 1959.



2.

4. That such exchange be made on an "As-is Basis", which pertains to the existing condition of the roads involved.

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

(Sgd.) C. R. Pease C. R. Pease, Secretary Robert O. Bonnell Chairman

Approved

3/31/58 (Sgd.) Norman M. Pritchett Date Chief Engineer

At the regular meeting of the Governing Body of Cecil County, Maryland, held at its office on April 29. 1958, upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, the State Roads Commission, at its meeting held on May 8, 1950 did formally transfer to this County, for maintenance purposes, the State Roads described in the foregoing section of their resolution, bearing the said date, and the Governing Body is willing to accept the aforesaid roads into the County Road System, for maintenance purposes; and

WHEREAS, the State Roads Commission, at its meeting held May 8, 1958 did formally accept from this County, as part of the State Roads System, the County Roads described in the foregoing section of their resolution, bearing the said date, and the County Commissioners are willing to transfer the aforesaid County Roads to become a part of the State Roads System; NOW THEREFORE.

BE IT RESOLVED by the Governing Body of Cecil County, Maryland, that the foregoing roads, transferred by the State Roads Commission of Maryland to this County and foregoing roads, transferred by Cecil County to the State Roads Commission of Maryland, by virtue of the resolution adopted by the State Roads Commission on May 8, 1958, be, and the exchange of roads, as heretofore outlined, are accepted by Cecil County.

ATTEST:

COUNTY COMMISSIONERS OF CECIL COUNTY, MARYLAND

(Sgd.) Harold Henderson Chief Clerk to the Board of County Commissioners By (Sgd.) Thomas N. Kay
Approved President

(Sgd.) Ralph W. McCool Cecil County Member of House of Delegates

(Sgd.) William F. Burkley
Cecil County Member of House of Delegates

(Sgd.) Guy Johnson Cecil County State Senator (Sgd.) F. Reynolds Mackie
Cecil County Member of House of Delegates

Approved as to form and legal sufficiency

2 April 19 58

(Sgd.) T. Thornton Murray

Special Attorney for the State Roads Commission of Maryland.

The second of th Tobers State Contract of the c branvish to motoring the selection of th .... ANTON OF THE SOUTH OF THE STATE OF THE STATE

CECIL COUNTY

12

TOTAL 16.89

At the regular meeting of the State Roads Commission of Maryland, held at the office of the Commission in Baltimore, Maryland, on May 8, 1958, upon motion duly made and seconded, the following resolution was adopted.

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

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

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following described sections of State Roads located in Cecil County are hereby transferred to the County Commissioners of Cecil County and shall henceforth have the status of County Roads:

Map No	. Route No.	From	То	Mios
8 9 10 11	Md. 273 Md. 286 Md. 441 Nd. 699	Susquehanna River Md. 286 North Md. 280 Md. 272 (S. of Leslie)	Providence	0.50
12 13 14 15	Md. 164	S. Limits of Charlestown Md. 545	N. Limits of North Carpenter Point Md. 280	2.45
16 17 18 19 20 21 22	Md. 537-B Md. 537-D Md. 299 Md. 592 Md. 592 Md. 449	Chesapeake City U. S. 213 S. Limits Chesapeake City	Md. 71 Penna. State Line Md. 592 (Old U.S. 1 22 at Aiken	0.86 2.22 1.46 0.23 0.53

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

- 1. The effective date for such transfer of roads be July 1, 1959.
- 2. The basis for allocation of funds will include the additional County Road mileage in the allocation to Cecil County beginning July 1, 1959.

SRC RESOLUTION 8-23-6/ EFFECTIVE 7-1-62

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2.

CECIL COUNTY SRC 5/8/58.

3. That such exchange be made on an "AS-IS Basis," which pertains to the existing conditions of the roads involved.

ATTEST:

(Sgd.) C. R. Pease C. R. Pease, Secretary (Sgd.) Robt. O. Bonnell

Robert O. Bonnell, Chairman

STATE ROADS COMMISSION OF MARYLAND

Approved

5/7/58 (Sgd.) Norman M. Pritchett
Date Chief Engineer

Approved as to form and legal sufficiency

May 7 1958

(Sgd.) F. A. Puderbaugh

Special Attorney

At the regular meeting of the Governing Body of Cecil County, Maryland, held at its office on April 29, 1958, upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, the State Roads Commission, at its meeting held on May 8, 1956, did formally transfer to this County, for maintenance purposes, the State Roads described in the foregoing section of their resolution, bearing the said date, and the Governing body is willing to accept the aforesaid roads into the County Road System, for maintenance purposes; NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Cecil County, Maryland, that the foregoing roads, transferred by the State Roads Commission of Maryland to this County by virtue of the resolution adopted by the State Roads Commission on May 8, 1958, be, and the transfer of roads. as heretofore outlined, are accepted by Cecil County.

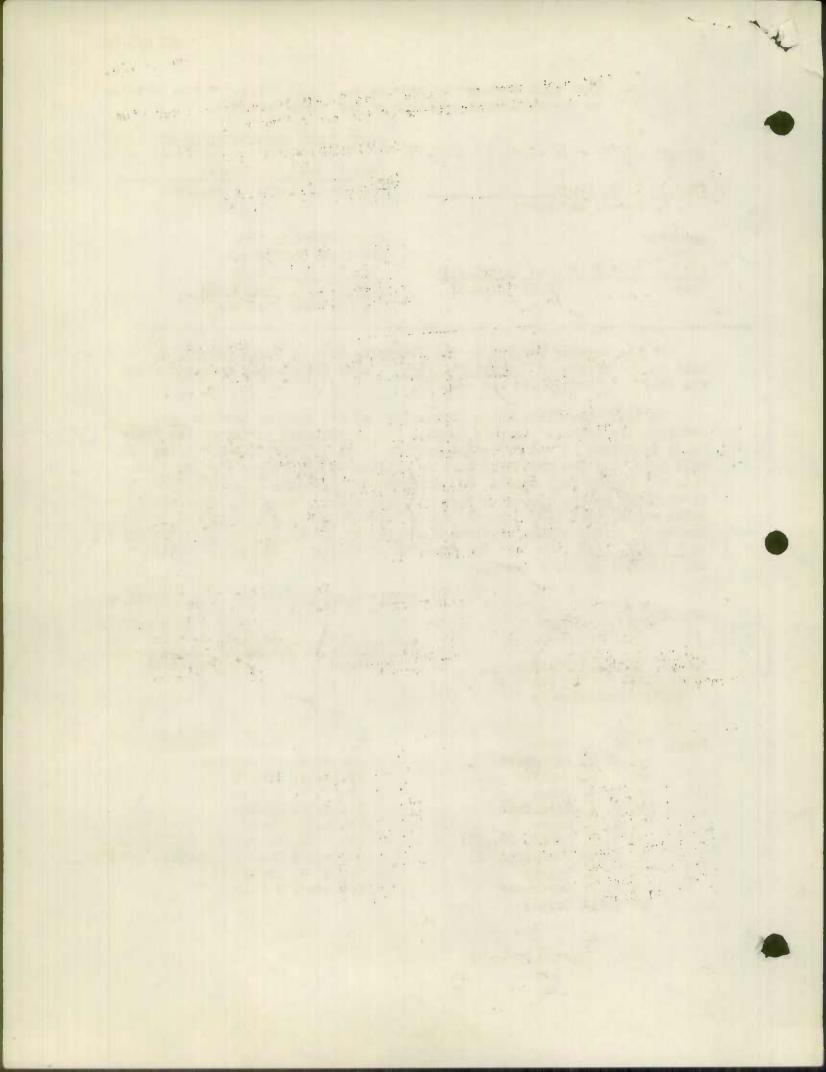
COUNTY COMMISSIONERS OF JECIL COUNTY, MD.

ATTEST:

(Sgd.) Harold Henderson Chief Clerk to the Board of County Commissioners BY (Sgd.) Thomas N. Kay
Approved President

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. G. N. Lewis, Jr. (8)
Mr. Rolph Townshend (2)
Mr. W. A. Friend
Mr. F. P. Scrivener
SRC-Cecil County

Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. F. V. Dreyer
Mr. C. W. Clawson (4)
Mr. A. L. Grubb
Mr. L. C. Moser
Mr. C. S. Linville
Records & Research Section-R/W Dept,
Mr. H. G. Downs (2)
Secretary's File



CECIL CO.

EXCERPT FFOM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, FEBRUARY 6, 1957

Timel timeter

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

On recommendation of Chief Engineer Pritchett, as set forth in his letters dated January 31, 1957 to the State Roads Commission, the following final estimates were approved for payment, these bridges to remain in the State System for maintenance:

Final estimate of \$23,456.70, for completion of the construction of highway bridge over Pennsylvania Railroad; also pedestrian subway under the tracks of the railroad in the town of North East, our Contract Ce-359-2-220; FAP #SG-90(2), the Wright Contracting Company, Inc., contractor. The contract for this work was awarded on March 30, 1954 and was completed on August 1, 1956. The total amount of this contract is \$186,698.56

Final estimate of \$21,667.54, for completion of the construction of multiple span steel WF Beam Bridge over the B & O Railroad on Md. 335 at Bloomington, our Contract G-277-1-620; FAP #SG-56(5), the Case Construction Corporation, contractor. The contract for this fork was awarded on October 10, 1955 and was completed on October 18, 1956. The total amount of this contract is \$151,129.1%.

Copy: Mr. N. M. Pritchett

Mr. W. C. Hopkins

Mr. P. A. Morison

Mr. C. A. Goldeisen

Mr. G. B. Chairag(2)

Mr. A. F. DiDormico

Mr. Rolph Townshend (2)

Mr. F. P. Scripener

Mr. C. L. Wannan

Mr. A. L. Grubb

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

Mr. W. O. Robits

SRC-Cecil Courty

SRC-Garrett County

Contract Files (2)

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION THURSDAY, MARCH 8, 1956

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

On recommendation of Chief Engineer Norman M. Pritchett as set forth in his letter of March 5, 1956 to the State Roads Commission, the following final estimate was approved for payment and this section of highway accepted into the State Roads System for maintenance:

Final estimate of \$2h,386.hh for completion of Relocation of Md. State Route #272, Approaches to Pennsylvania Railroad Grade Elimination at North East, our Contract #Ce-359-3-215 FAP#SG-90 (3) S-185 (5), Noraner & Hartzell, Inc., contractor. The contract for this work was awarded on April 13, 195h and was completed on September 19, 1955. The total amount of this contract is \$237,663.61.

COPY: Messrs. Pritchett, Hopkins, Morison, Goldeisen, Townshend, DiDomenico, Scrivener, Wannen, Clawson, Lewis, Robins Contract CE-359-3-215
SRC-Cecil County

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION State Roads Commission WEDNESDAY, SEPTEMBER 14, 1955 TRAFFIC DIVISION

SEP 21 1955

Geo. N. Lewis, Jr. Director

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

The following Resolution was acopted:

WHEREAS House Joint Resolution Number 9, introduced by Cecil County and Second District of Baltimore Delegations, approved by the 1955 Session of the Maryland General Assembly and further approved by Governor Theodore R. McKeldin April 25, 1955, requested the State Roads Commission of Maryland to name and designate U. S. Route 213, from Elkton to the Chester River, as the "Augustine Herman Highway",

NOW. THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland, under its powers as contained in Section 15 of the Annotated Code of Maryland, that U. S. Route 213, from Elkton to the Chester River, is hereby named and designated as the "Augustine Herman Highway".

Copy: Mr. R. H. McCain

Mr. N. M. Pritchett

Mr. W. C. Hopkins

Mr. P. A. Morison

Mr. C. A. Goldeisen

Mr. A. F. Shure

Mr. A. F. Di Domenico

Mr. C. W. Clawson

Mr. A. L. Grubb

Mr. G. N. Lewis, Jr.

Mr. L. C. Moser

Mr. C. L. Wannen

Mr. C. T. LeViness

Mr. J. D. Buscher

District Engineers (7)

SRC-Name Designations

INTERNATION OF STREET 

Jom det en action of hos not regarding to date regarding MR. GEORGE N. L. JR. STATE ROADS COMMISSION State Roads Commission CHESTERTOWN; MARYLAND TRAFFIC DIVISION JUN 1 1955 Mey 18, 1955 Geo. N. Lewis, Jr. Director Mr. John J. Ward, Jr., State Roads Commission, Elicton, Maryland. Dear Mr. Ward: This is to advise that the County Commissioners of Cecil County will be willing to take into the County System a portion of the North East to Turkey Point road in the vicinity of Hances Point Road, after the proposed relocation is completed by the State Roads Commission and the widening project of the North East-Turkey Point Road in Cecil County. Very truly yours, COUNTY COMMISSIONERS OF CECIL CO. Thomas N. Key, President

WINDS THE REAL WATER

MCCHICA TOWNSHIP

RAFFIC DIVISION

JUNE I LIBER

Geo. M. Lewis, Jr.

Neg 18, 1955

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State Roads Comministion
TRAFFIC DIVISION

MAY 7 1953

Geo. N. Lewis, Jr. Director,

May 1, 1953

Mr. Rolph Townshend District Engineer Chestertown, Maryland RE: Md. 685 Cecil County Md. 591 Cecil County

Dear Mr. Townshend:

Route No. Md. 685 has been assigned for that portion of old U.S. 213 left over at Bohemia River by re-location.

Route No. Md. 591 - old approach to Porters Bridge near Richardsmere is to remain as listed and not to be changed.

Very truly yours,

Frank P. Scrivener Maintenance Engineer

GES:rk

c.c. Mr. Charles Norris Mr. George N. Lewis STATE PROPERTY DAVISION

DON'T YAM

Gen. M. Lewis, Jr.

No. 30 Court Courty dentity

First 21-3363

Mr. Roinh Scandband Bladeler Engineer Chasterform, Margiand

Dear Str. Town struct:

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PRAFFIC DIVISIO APR 28 1953 Geo, N. Lewis, Jr. April 27, 1953 Mr. Relph Townshend Ristrict Engineer Chestertown, Maryland Dear Mr. Townshend Re: Md. 591 Our records indicate that there was some question as to renumbering Md. 591, old approach to Porter's Bridge, as part of Md. 273. For accounting purposes Mc. 591 will be combined with several other small sections of road. For directional purposes there does not seem to be any advantage in making such a change. As Cocil County map is being revised, and Control Section maps and lists are being prepared, please advise if this is satisfactory. Very truly yours, Frank P. Serivener Maintenance Engineer GES:rk c.c. / Mr. Geo.N. Lewis, Jr. Mr. Mr. Charles Morris

and notification of SALIONAL WINE AND DESIGN ASSIST ASSIST A THE COME WINDOWS THE They is an admirage and the life guinasances of me the street all some of the state

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, OCTOBER 31, 1951

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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 October 31, 1951 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 \$11,456.73 for completion of construction of a macadam base course, and penetration macadam surface course, along section of Maryland Route 282, beginning at Maryland Route 213, in Cecilton, and extending northwesterly via Warwick, to the Delaware State Line, for a distance of 5.703 miles, our Contract #Ce-290-2-215 FAP#S-262 (2), United Paving Company, contractor. The contract for this work was awarded on June 22, 1949 and was completed on October 26, 1950. The total amount of this contract is \$325,068.98.

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

Mr. W. C. Hopkins

Mr. P. A. Morison

Mr. C. A. Goldeisen

Mr. Rolph Townshend

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 Cecil Co.

Bresence Hr. Standall H. Robelle, Challenge, McCore. Avor. N. Hell

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Secretary's File

No. / # 2 ##

SOF MEETING OF THE STATE

SEDNESDAY, AUGUST 9, 1950

Por My 100 5

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

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

Commissioner Joseph M. George, acting for the Chairman, executed for and on behalf of the State Roads Commission, deed, in quadruplicate, dated August 9, 1950, by and between the State in quadruplicate, dated August 9, 1950, by and between the State Roads Commission of Maryland, party of the first part, the Board Roads Commission of Maryland, party of the second part, and the of Public Works of Maryland, party of the second part, and the County Commissioners of Cecil County, party of the third part, by which -

hereby grant, convey and quitclaim unto the party of the third part, its successors and assigns all right, title and interest in and to

ALL that parcel of land consisting of the bed of the original U. S. Route 215 situate in Cecil County, Maryland the centerline of which is described as follows:

BEGINNING for the same at the point where said old
Route 213 intersects the extreme easternmost limits of the
State Roads Commission's right of way of the approach to
State Roads Commission's right of way of the approach to
the new bridge over the Bohemia River, the said point being
approximately opposite station 19 of said new approach,
approximately opposite station 19 of said new approach,
running thence in a northeasterly direction along the center
running thence in a northeasterly direction along the center
of the old U. S. Route 213 for a distance of approximately
of the old U. S. Route 215 for a distance of said Bohemia
325 feet more or less to the waters edge of said Bohemia
River, including any and all right, title and interest of
the Grantors herein and to any portion of the old timber
bridge which now exists at this location.

The Secretary was directed to forward this deed, which has been approved as to form and legal sufficiency by Special Assistant Attorney General J. D. Buscher, to the Board of Public Assistant Attorney General J. D. Buscher, to the Board of Public Works of Maryland for approval and execution by the members constituting said Board.

Copy: Mr. W. F. Childs, Jr.
Mr. R. Townshend
Mr. A. L. Grubb
Mr. L. W. Kern
Secretary's File

BECEIVED

AUG 03 1979

BUREAU OF HIGHWAY STATISTICS the year nineteen hundred and fifty, by and between the State Roads Commission of Haryland, party of the first past, and William Preston Lane, Jr., Governor of Maryland, J. Milland Tawes, Comptroller of Maryland and Hooper S. Miles, Treasurer of Maryland, Constituting the Board of Public Works of Maryland, parties of the second part, and the County Commissioners of Cecil County, party of the third part, and

WHERMAS, the old Bohemia River Bridge was relocated in 1932 and the existing timbers and approach to the old Bridge from the South are no longer used in the State Roads System of roads and highways, and

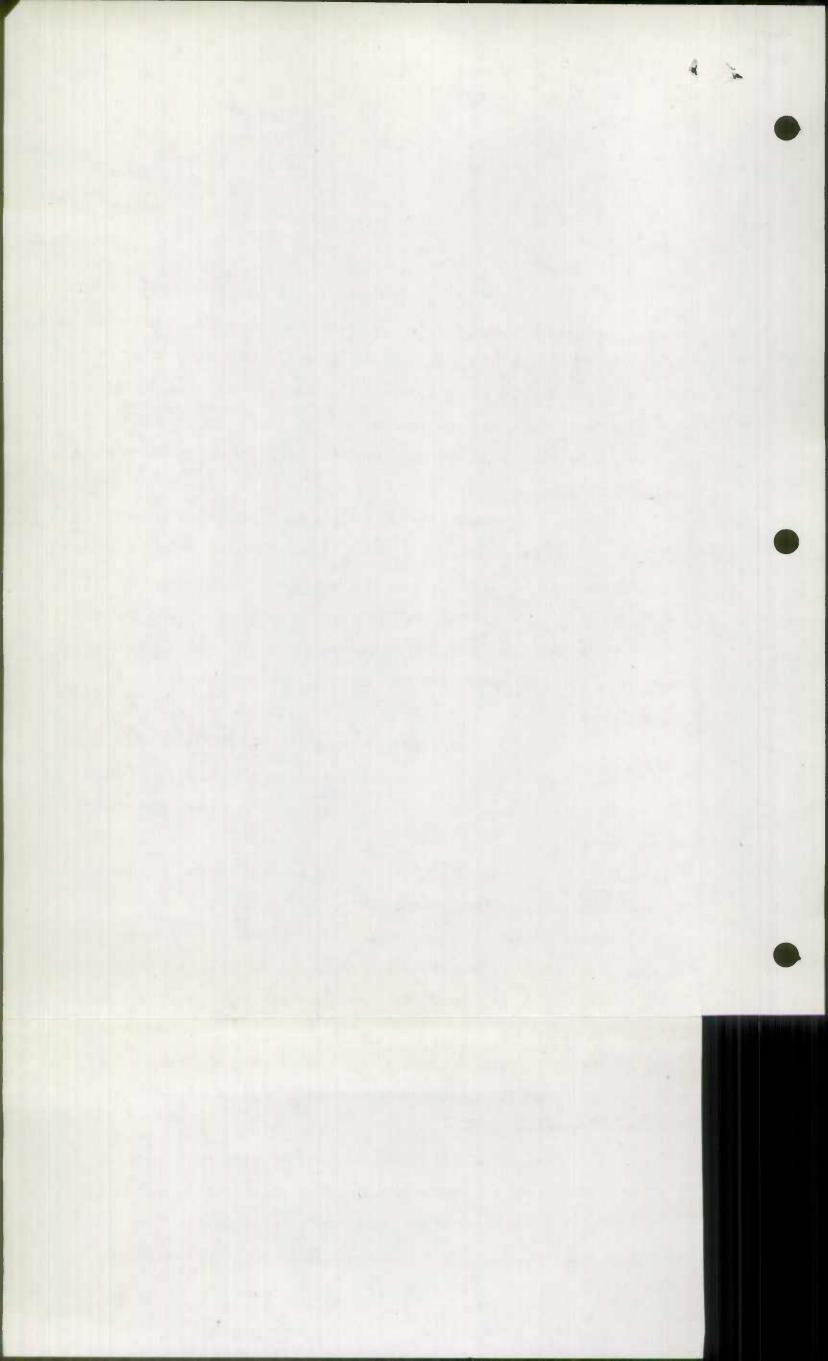
MHEREAS, the County Commissioners of Cecil County requested the State Roads Commission to convey to them, the right, title and interest of the State Roads Commission in and to the hereinafter described property, and

WHEREAS, under the provisions of Section 3 of Article 898 and Section 88 of Article 78A of the Public General Laws of Haryland, it is necessary for the Board of Public Works to execute and approve the conveyance of the said land.

One Dollar (\$1.00) paid by the parties to each other and other good and valuable considerations, and the mutual benefits accuring to the parties, the parties of the first and second parts do hereby grant, convey and quitelaim unto the party of the third part, its successors and assigns all right, title and interest in and to

All that parcel of land consisting of the bed of the original U. S. Route 213 situate in Cecil County, Maryland the centerline of which is described as follows:

BEGINNING for the same at the point where enid eld Route
213 intersects the extreme easternmost limits of the State Roads Commission's
right of way of the approach to the new bridge over the Bohemia River, the
said point being approximately opposite station 192 of said new approach,



running thence in a northeasterly direction along the center of the old U. S.
Route 213 for a distance of approximately 325 feet more or less to the waters
edge of said Bohemia River, including any and all right, title and interest of
the meanwors herein and to any portion of the old timber bridge which now
exists at this location.

of County, its successors and assigns.

IN TESTIMONI WHEREOF, Witness the hands and Seals of the parties hereto.

Witness:

Socretary

State Ronde Commission (SEAL)

(Sqd.) William Proston Lane, Jr.
William Proston Lane, Jr.
Governor of Maryland

Witnessi

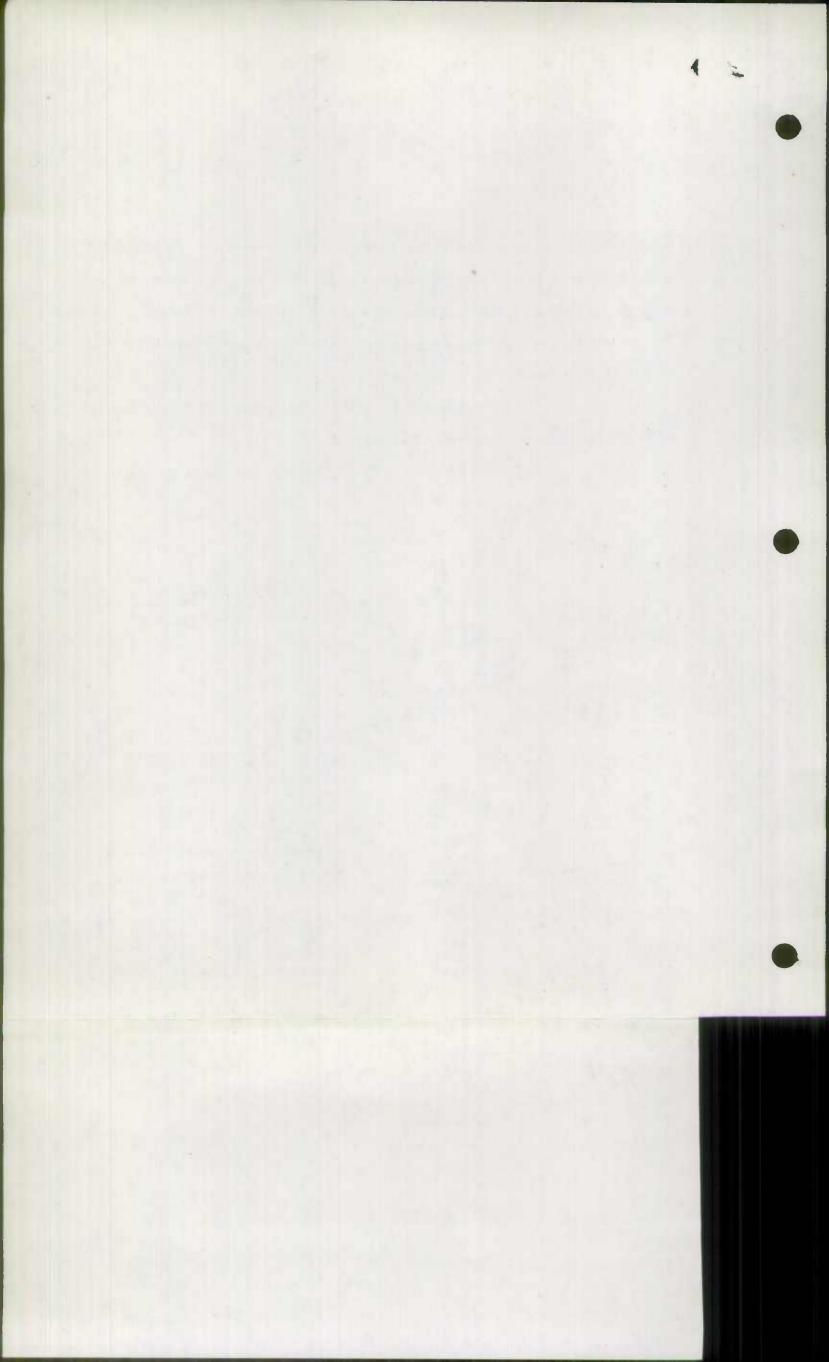
(dyd.) Joseph O'C. na Enoker

J. Hillard Tawes, Comptroller of Maryland

"
Hooper S. Tiles
Treasures of Maryland

Constituting the Board of Public Works of Maryland

Oppioned as to form and light sufficiency this 8th day of any. 1950 (Agh) J. D. Buscher Special asst. adving Seneral.



STATE OF MARYLAND

COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this It day of August, in the year nineteen hundred and fifty, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aferesaid, personally appeared for the State Roads Commission of Maryland, and he acting the Chairman, of the State Roads Commission of Maryland, and he acknowledges the feweroing deed to be the act of the said State Roads Commission of Maryland.

Witness my hand and Notarial Jegl.

Notary Public

STATE OF MARYLAND

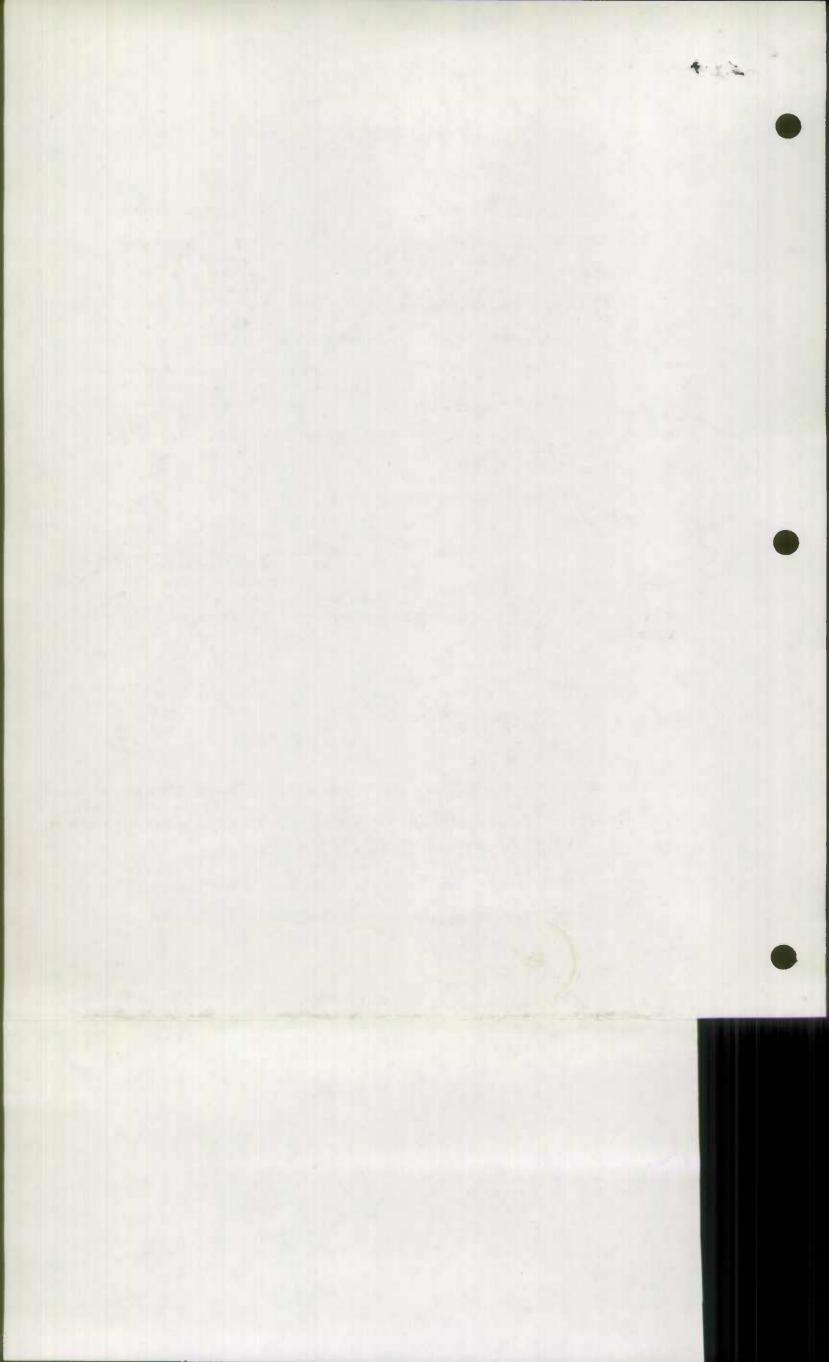
to the time to

COUNTY OF BALTIMORM, to wit:

I HEREBY CERTIFY, That on this 232 day of August in the year nineteen hundred and fifty, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Preston Lane, Jr., J. Millard Tawes, and Hooper S. Miles, constituting the Board of Public Works of Maryland, and they acknowledged the foregoing deed to be the act of the said Board of Public Works.

Witness my hand and Notarial scal.

(Agl ) Joseph O'C. he Ensker Wotory Public (Seal)



### EXCERPT FROM MI UTES OF MELTING OF THE STATE ROADS COMISSION THURSDAY, MURCH 16, 1950

Present: Mr. Robert W. Reindellar, Chairman, and Mr. Russell H. McCain.

The Commission approved, subject to acceptance by the Eureau of Public Roads, request contained in letter dated rebruary 24 from the County Commissioners of Cecil County, addressed to Mr. Rolph Townshend, District Engineer, that certain roads be initial bituminous treated by State forces with the use of Federal funds, copy of which letter was submitted to the Commission by Chief Engineer Childs with his letter dated Parch 15, these roads to remain in the County System.

Of the thirteen sections of road submitted by the County authorities, the following six roads are on the Federal Aid Secondary System and design standards are satisfactory:

Delaware Line through Warwick toward Sandy Branch Blueball to Pleasant Hill	1.8 miles 2.5
St. Mark's Road	0.5
Red Fill	1.4 "
Jones Chapel	1.1 "
Childs-Luttons Corner	1.4

The following sections of road are not on the Federal Aid Secondary System, but it is indicated that desi n standards are satisfactory. For the reason that they are not now on the Jederal Aid Secondary System it is estimated that six weeks will be required to obtain action on the part of the Eureau of Public Boads to determine acceptance or rejection as part of the Federal Aid System:

Lewisville to Blake	1.5 miles
Jackson Park	1.0 "
Walnut Lane	0.7
Connelley road	1.0 "
Colora-Porter's Bridge	0.7
Middle Weck	1.3 "
Ward's Hill Poad	3.0 "

The Commission also approved request of the County Commissioners of Cecil County in their February 24 letter to District Engineer Townshend that the following roads, in order of priority, be initial bituminous treated by State forces with the use of county funds only:

Millers Corner-Delaware Line	1.4 miles
Rea's Corner	1.5 "
Pleasant Hill to Union	1.75 "
Calvert to Jones Lane	1.8 "
Cather's Corner-Principio	1.0 "
Blair Moad	0.8 "
Jackson Station	1.3 "

Copy: Mr. R. M. Heindollar Mr. P. A. Morison Mr. R. Townshend

Mr. G. N. Lewis, Jr.

Mr. C. L. Wannen Co. Commrs. Cecil Cc. Mr. W. F. Childs, Jr. Mr. G. S. Rinehart Mr. F. P. Scrivener

Mr. Allan Lee

Mr. H. C. Bowers

Mr. W. C. Hopkins Mr. A. F. Shure

Mr. A. F. Pilomenico

Mr. A. L. Grubb Mrs. G. S. Rice

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION THURSDAY, FEBRUARY 2, 1950

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

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of January 25, 1950 to the State Roads Commission, the following final estimate was approved for payment and the road taken 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 the subsequent meeting of the Commission.

Final estimate of \$10,578.74 for completion of gravel surfacing on a section of State Route 526, beginning at the bridge over Little Elk Creek, near Childs, and extending Northwesterly through Pleasant Hill to the Bayview-Andora Road for a distance of 2.959 miles, in Cecil County, our Contract #Ce-229-1-250 FAP S-97 (1), Angelo Citro, contractor. The contract for this work was awarded on June 5, 1947 and was completed on May 16, 1949.

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

Mr. W. C. Hopkins

Mr. P. A. Morison

Mr. G. S. Rinehart

Mr. R. Townshend

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 Cecil Co.

Md. 545-01d Co. 98-2.959 Miles-16'G.

Inv. Needed

Inv. Index Mapok

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To Be Put on Rot. Impr. Indet Map

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State Hearty Common Cecil File with minutes. Cox N. Levis, Ir November 29, 1949 Mr. Rolph Townshend, District Ingineer State Roads Commission Chestertown, Maryland Dear Mr. Townshend: The two sections of North Street in Elkton, described as follows, will in the future be maintained under the State system. Rt. 727 - North Street, Elkton Sec. 1 - North and South of Old P. R. R. Crossing 2 - 15' Concrete CE - 15' Penetration Macadam 0.07 Very truly yours, Frank P. Scrivener Maintenance Engineer FPS:as c.c. Mr. Geo. N. Lewis, Jr. Mr. Chas. Norris

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C O P

Mr. Rolph Townshend, District Engineer State Roads Commission Chestertown, Maryland

Dear Mr. Townshend:

The approaches to the bridge over Wye Narrows on the Carmichael Road will be maintained under the County system. This will elimiate the use of route number 631.

Destroy card for Md. 489, Section 1 which will be added to Md. 314, Section 2.

Very truly yours,

Frank P. Scrivener Maintenance Engineer

FPS:as

cc: Mr. Geo. N. Lewis, Jr., Mr. Chas. Norris

Attach.

jr

WAS MOUND SUPPONDED THE ME. SHEET

November 9, 1949

C O P Y

Mr. Rolph Townshend, District Engineer State Roads Commission Chestertown, Maryland

Dear Mr. Townshend:

The following additions and changes in route and section numbers will be noted for your index file:

### Additions

2	Old Md. 313 between Goldsboro and Balto. Corner At Hollingsworth Cross Roads	G 1915-48
Co	22' Bitum. Road Mix	0.65
	From Childs to Pleasant Hill	E 1949
Ce	16' Cal. Clo. Treated Gravel	2.96
433	Smithville toward Federalsburg	G 1949
Co	20' Bitum. Base Course	2.72
	Old Md. 404 to and thru Queen Anne 16' Conc. 2-3.0' S.A. Shou. 18' Spec. "B" 22' Spec. "B"	J 1915-41 1.23 0.18 0.29
2	Old Md. 404 thru Hillsboro twd. Denton 22!-27! Concrete 15! Conc. 2-3.5! S.A. Shou.	J 1923-41 0.53 0.92

Stevensons 9, 1949

u. sold Townshind, District Engineer State Cours Commission State Contract Commission

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Mr. Rolph Townshend

November 9, 1949

13 2	Eastern Shore Blvd. Tuckahoe Creek twd. Denton Hillsboro By-pass 24' Concrete	J 1949 2.16
16	Eastern Shore Blvd. Queen Anne By-pass To Tuckahoe Creek	J 1949
	24' Concrete	1.70

The following are changes and will replace existing cards:

12	Eastern Shore Blvd. Wye Mills twd. Queen Anne	J 1915-41
	16' Conc. 2-3.0' S.A. Shou.	5.94
14	Eastern Shore Blvd. Hillsboro By-pass to and Thru Denton	J
	Concrete	5.51

Destroy existing cards for Md. 404, Sections 12, 13 and 14.

Very truly yours,

Frank P. Scrivener Maintenance Engineer

FPS:as

cc: Mr. Geo. N. Lewis, Jr. Mr. Chas. Norris

Attach.

Mr. bulgh Townsend

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

Mr. R. Towns

Mr. A. L. Grubb Mr. Allan Lee Mr. C. L. Wannen Mr. G. M. Lowis, Jr.

State Boads Commission TRAFFIC DIVISION

Spring

EXCERPT PROM MINUTES OF MEETING OF THE STATE HOADS COMMISSION MEDNESDAY, SEPTEMBER 28, 1949

...

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

The United States of America, Corps of Indians, epartment of the ray, for maintenance with State leads Commission forces at overment expense the bridge over C 2 D C mal at Chesapeake City and a proaches. It was directed that said agreement, which was translitted to the Commission by Chiffmanner . P. Childs, Jr. with his latter of aptember 20 and which has been a proved as to form and legal sufficiency by pocial Attorney Clarke Surphy, Jr., be forwarded to the Corps of Indians, Philadelphia District, for execution on behalf of the Covernment.

"This a round, entered into this first day of November 1949 by the United States of Amrica for the use of the Department of the Army, Corps of Insiners, Philadelphia District, party of the first part, hereinafter called the Government, and the tate of Tryland for the use of the State case Commission, Party of the second part, hereinafter called the State.

witnesseth that the parties hereto de agree as follows:

- 1. That this agreement shall be for a term of one year from the date hereof.
- 2. That this a recommand may be renewed upon written notice, sixty days before the expiration of the term of said arrement, by the State Boads Commission to the Corps. of an inters, Department of the Army, Philadelphia District, providing said notice of renewal is acknowledged by the District an inter of the Covernment.
- 3. That the state shall be reimbursed by the government for the cost of all maintenance of the the aposto and Delaware canal ridge located at Chesapeake City, Cocil County, Paryland as hereinafter specified, incurred at the bridge and a proaches.
- 4. That the mintenance cost shall constitute the actual expenses of maintenance plus overhoad.
- 5. That the invoice subsitted on maintenance expenses plus everhead shall be subsitted and payable annually.
- 6. That the State will be responsible for and perform to the best of its ability the following maintenance:
  - a. Maintenance of shoulders on approach roadways.
  - b. Mowing and brambling to the toe of the slopes of the approach roadways.
  - c. Maintain and make necessary repairs to guard fence.

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- d. Maintain joints in concrete roadway to the extent of sealing same.
- e. Maintain slopes, guarding a minst and repairing damage caused by erosion.
- f. Maintain scuppers on bridge structure so as to effect drainage.
- g. Clearing roadways of snow to the extent obtainable by use of modern "one-way" plows.
- h. Clearing the sidewalk and stairways subsequent to the clearance of read ays and as soon as labor is available.
- i. Furnishing and applying abrasive material to roadway surface when necessary.
- j. Paint and maintain any and all roadway surface markings found necessary for the proper control of traffic.
- k. Frect and maintain all necessary signs, delineators, etc. for traffic control or information.
- 7. That this a reement for maint mance by the State shall commence as of the date of the signing hereof by the executing official for the government."

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## EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, MAY 18, 1949

长头

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

On request of the County Commissioners of Cecil County in a letter of May 4, 1949 addressed to Mr. Robert M. Reindollar, Chairman, and on recommendation of Chief Engineer T. F. Childs, Jr. and District Enginer Rolph Townshedn, the Commission voted to accept for maintenance as a part of the County Rold System the section of road known as the Greenbank Road, from Md. Route 164 to Greenbank, a distance of 4 mile, in the 5th Election District of Cecil county.

Road Condition Survey Report submitted by District Engineer Townshend indicates that this section of road has been accepted and recorded by the County Commissioners of Cecil County, providing for a 40' right of way.

In said Report, Mr. Townshend states that this road is "in bad condition, needs grading and gravel."

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

Mr. P. A. Morison Wr. R. Townshend

Mr. C. L. Wannen

Ir. Allan Lee

Mr. G. N. Lewis, Jr. Co. Commrs. of Gecil Co.

Mr. F. P. Scrivener

Co. 244 - Greenbank Md. - Minutes 5/18/49.
To Be Inv + Filed
To Be Put on Tracing
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# EXCERPT FROM NINUTUS OF MEETING OF THE STATE COADS COMMISSION ED SDAY, MAY 18, 1949

Present: Mr. Robert M. Reindollar, Chairman, and Senator Joseph L. George.

On request of the County Commissioners of Secil County in a letter of May 4, 1949 addressed to Mr. Robert M. Reindollar, Chairman, and on recommendation of Chief Indineer . . Childs, Jr. and District Inviner Rolph Tom shedn, the County Road System the section of road known as the Greenbank Road, from Md. Route 164 to Treenbank, a distance of .4 mile, in the 5th Election District of Cecil county.

Road Condition Survey Report subsitted by District Enrin er Townshend indicates that this section of road has been accepted and recorded by the County Commissioners of Cecil County, providing for a 40' right of way.

In said Report, r. Town hend states that this road is "in bad condition, needs rading and gravel."

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

Mr. P. A. Morison

Vr. R. Townsherd

Mr. C. L. Vannen

r. Allan Lee

Mr. J. N. Lewis, Jr.

Co. Commrs. of Cecil Co.

Mr. F. P. Scrivener

Co. # 244- Greenbank Rd, - Minutes 5/18/49

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, DECEMBER 15, 1948

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

Under date of November 17, 1948 and County Commissioners of Cecil County addressed a letter to the State Roads Commission, which reads as follows:

"The road commmonly known as the 'Red Hill Road', located in the Third Election District of Cecil County, has been improved by grading, draining and graveling in preparation for hard surfacing for a distance of 1.2 mile.

The Board would like to suggest that a speed limit of 30 miles per hour be established on this road for the prevention of accidents as well as preservation until such time as further improvement can be realized.

Your consideration will be greatly appreciated by this Board."

The matter was referred to Assistant Chief Engineer P. A. Morison for attention, and under date of December 6, Mr. Morison addressed a letter to Chairman Reindollar, in which he states:

"The matter was investigated by the Traffic Division and they do not recommend a reduction in the speed limit from 50 M.P.H. to 30 M.P.H. I concur in this recommendation.

The entire stretch of this road is rural and there are no sufficient dwellings to warrant the reduction of the speed limit as required by law."

In view of the recommendation as presented, the Commission voted its concurrence in same and directed that copy of this minute be forwarded to the County Commissioners of Cecil County.

CC: Mr. R. M. Reindollar

Mr. W. F. Childs, Jr.

Mr. P. A. Morison

Mr. R. Townshend

Mr. G. N. Lewis, Jr.

Co. Commrs. of Cecil Co.

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Property Mr. Rogs. M. Retnesting, Charman, Soneton Joseph M. George

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Mr. E. Toumanaud

Mr. G. h. Tauto, dr. Co. Comera, of Cooll Co. EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, JUNE 9, 1948

Present: Mr. Robt. M. Reindollar, Chairman, and Mr. Russell H. McCain.

On request of the County Commissioners of Cecil County, and on recommendation of District Engineer Rolph Townshend, concurred in by Chief Engineer William F. Childs, Jr., the Commission accepted for maintenance as a part of the county road system of said County, section of the Carrot Cove Road, in the 5th Election District, from Station 272 to the dead end, a length of .60 mile.

Road Condition Survey Report submitted by District Engineer Rolph Townshend indicates that this section of road has been accepted and recorded by the County Commissioners of Cecil County, providing for a 30' right of way.

In regard to recommended improvement, Mr. Townshend states in said report: "Needs grading and widening out."

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

Mr. R. Townshend

Mr. F. P. Scrivener

Mr. C. L. Wannen

Mr. G. N. Lewis, Jr.

Mr. Allan Lee

Co. Commrs. of Cecil Co.

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Property Mr. Lobo. H. Helndelbar, Chairman, and Mr. Laurell L. McChain.

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EXCLEPT FROM MINUTES OF METERIC OF THE STATE ROADS CONDISSION NEDNESDAY, MARCH 10, 1942

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

On recommendation of the County Commissioners of Cecil County, supported by the recommendation of Chief Engineer I. T. Childs, Jr., the Commission voted to accept for maintenance as part of the County Road System of Cecil County, section of road known as I cGlothlin Road, from near Route 259 (Jack's Corner), to McGlothlin's Darn, in the Seventh Election District of Cecil County, for a distance of 0.7 of a mile.

According to the Road Condition Survey Report submitted by District Engineer Rolph Townshend, the County Cormissioners have on record a dead for a 30' right of way.

Copies: Mr. W. F. Childs, Jr. Mr. R. Townshend
Lr. F. P. Scrivener
Mr. C. L. Mannen
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Co. Commrs. Cecil Co.

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, OCTOBER 29, 1947

Present: Mr. Robert M. Reindollar, Chairman, Messrs. P. Watson Webb and Russell H. McGain.

With a letter from Chief Engineer W. F. Childs, Jr., dated October 29, addressed to the State Roads Commission, he transmitted information received from District Engineer Rolph Townshend that the section of the Bethel Road, Route 286, running from Bethel to the Delaware State Line, a distance of approximately \frac{1}{4} mile, has now been completed in accordance with the action taken by the Commission at its meeting of Tuesday, July 1, 1947, and, therefore, since it is stated that this section of the Bethel Road has been completed in accordance with our specifications and is now ready for acceptance, it was, upon motion duly made and seconded, voted that this \frac{1}{4} mile section of the Bethel Road, Route 286, running from Bethel to the Delaware State Line, be accepted for maintenance as part of the State Highway System, and that the County Commissioners of Cecil County be advised of this action.

Copy: Mr. W. F. Childs, Jr.
Mr. R. Townshend
Mr. F. P. Scrivener
Mr. W. A. Codd
Mr. L. A. Kahn
Mr. G. N. Lewis, Jr.
Co. Commrs. of Cecil Co.

Md 286 - (Replaces Co. 178)

O. K. ON G. H. APP. True 129

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#### EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, SEPTEMBER 3, 1947

Present: Messrs. P. Watson Webb and Russell H. McCain

Acting on a recommendation of the County Commissioners of Cecil County, supported by the recommendation of District Engineer Townshend and Chief Engineer Wilson T. Ballard, the Commission voted to accept for maintenance as part of the County Road System of Cecil County the following four road sections, on which the County Commissioners have accepted and had recorded a 30' right of way in each case.

> Stoney Battery Extension, in the 1st Election District for a distance of 1 mile from the road to Cherry

> In Election District 2, from the end of Randalia Road to Randalia, a distance of 1.7 miles, In Election District 2, Bower's Extension, .3 mile,

From Route 272 to Bailiff Road, in Election District No. 5, for a distance of .2 mile.

Road Condition Survey Reports were submitted to Chief Engineer Ballard by District Engineer Rolph Townshend on each of these road sections.

CC: Mr. W. T. Ballard

Mr. R. Town end

Mr. F. F. \_ \_ \_ vener Mr. W. A. Codd

Mr. L. A. Kahn

Mr. W. F. Childs, Jr.

Co. Commrs. of Cecil Co.

INVENTORY NEEDED. Not shown on G.H map. Notshown on

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Mr. H. Hilde, av.

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## RECEIVED

JUL 21 1947

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JULY 1, 1947

Present: Mr. Robert M. Reindollar, Chairman, Messrs. P. Watson Webb and Russell H. McCain

S.R.C. mire

The County Commissioners of Cecil County, in a letter dated June 11, 1947, addressed to Mr. R. M. Reindollar, Chairman, referred to what is known as the Bethel Road, Route 286, running from Bethel to the Delaware State Line, a distance of approximately one quarter of a mile, which was completed under contract last year with the exception of "the hard surfacing." They state that they have discussed with District Engineer Townshend the placing of the surfacing and "inasmuch as the estimated cost of this work is under \$3000.00 we are recommending that he be authorized to mix and place the gravel surfacing for a depth of 6" and a width of 20', under maintenance, with the understanding that the road come into the State system after the work has been completed."

This letter was referred to Chief Engineer Ballard for his recommendation, and under date of June 18, Mr. Ballard, in a letter addressed to the Chairman, makes the following statement: "It is recommended that District Engineer Townshend be authorized to complete the bituminous stabilization of the surface for a width of 20' and a depth of 6", and that upon completion of this operation, that the  $\frac{1}{4}$  mile of highway be accepted by the Commission and placed under State maintenance."

In this same letter, Mr. Ballard states that he is attaching a letter dated June 17, 1947 from Mr. Morison to him, which letter indicates that the rights of way on this particular section have been secured for a 50' width plus slopes, in fee simple.

Following some discussion of this subject matter by the Commission, the recommendation made by Chief Engineer Ballard in his letter of June 18 as set forth above was, upon motion duly made and seconded, adopted, and Mr. Ballard is requested to notify the Commission upon the completion of the aforementioned work, advising the Commission that the work has been entirely completed and the road ready for acceptance by the Commission for maintenance as a part of the State system.

Copy: Mr. R. M. Reindollar

Mr. W. T. Ballard

Mr. R. Townshend

Mr. P. A. Morison

Mr. W. A. Codd

Mr. W. F. Childs, Jr.

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In this rose inter, Mr. Bellard stars that he is attended a later of the plan, which is later cotes that the later from Mr. Morison to him, which which is the later control of the star hard been secured for a 50' star plan slopes, in fee simple.

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> Copy: Mr. H. M. Esindollar Mr. H. J. Sellard Mr. H. Tomobood Mr. J. L. Nowland Mr. W. L. Coll Mr. W. F. Childs, Mr. Y.

County # 99 # 4 This Road was Closed by the County Commissioners on July 27, 1946 273 R+ RETERVED 1946 4 6 5 4 6 No.\_\_\_\_\_STATE ROADS COMMISSION

0,30mile

County Rd #134

This Road for 1. Zamiles

Was closed by Cecil

County Commissioners

On July 27, 1946

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION TUESDAY, OCTOBER 15, 1946

Present: Mr. Robert M. Reindollar, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

Chief Engineer Wilson T. Ballard informed the Commission he had received word from District Engineer Rolph Townshend of action by the County Commissioners of Cecil County, Elkton, Maryland, effective at July 27, 1946, at which time the following County roads were officially closed:

"County road #30 leading from Cowentown in a westerly direction toward Big Elk Chapel for an approximate distance of 1.5 miles.

County road #4 leading from David McDowell's on the Lombard road in an easterly direction to Blue Ball-Nellie's Corner Road for a distance of approximately 1.0 mile."

This action by the County Board is recorded for the purpose of removing these two sections of county road from the Commission records, as at this time the State Roads Commission is maintaining the county roads of this County.

Copy: Mr. W. T. Ballard
Mr. R. Townshend
Mr. E. P. Scrivener
Mr. W. F. Childs, Jr.
Mr. W. A. Codd
Mr. L. A. Kahn
County Commissioners

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Copy: Mr. R. M. Reindollar Mr. W. T. Ballard

Mr. W. F. Childs, Jr. County Commissioners

Mr. R. Townshend Mr. W. A. Codd

Mr. P. A. Morison Mr. A. F. Shure

Mr. L. A. Kahn Mr. W. C. Hopkins

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, MAY 15, 1946

Present: Mr. Robert M. Reindollar, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

The minutes of the meeting of the Commission held on January 31. 1945 set forth certain correspondence and an adopted program for roads in Cecil County, which it was planned will be improved under the provisions of the Federal Aid Highway Act of 1944. Then again on December 6, 1945, the County Commissioners of Cecil County, with their attorney, discussed this proposed three-year post-war construction program with the Nembers of the Commission. Again, on May 2, 1946 the County Commissioners met with the Members of the Commission for further discussion on the subject of the secondary road program and also with reference to financing the construction program.

At these conferences held since the original action of the Commission of January 31, 1945, changes in the program as then adopted have been made, and for the purpose of record, there are set forth herewith, copy of letter dated December 7, 1945 from the County Commissioners of Cecil County, Program of road and bridge construction to be built in the year 1946 and designated and recommended by the County Commissioners of Cecil County to the State Roads Commission of Maryland, and copy of letter of May 7, 1946 from the County Commissioners of Cecil County together with Resolution by the said County Commissioners - May 7, 1946:

> COUNTY COMMISSIONERS OF CECIL COUNTY ELKTON. MD.

> > December 7, 1945

State Roads Commission 108 E. Lexington St. Baltimore, Md.

Attention: Mr. Robert M. Reindollar, Chairman

Dear Sirs:

Confirming the agreement reached at the conference yesterday, between the Board of Commissioners of Cecil County and your Commission; we wish to say that we have agreed upon the construction program, copies of which were submitted to you for bridges and roads to be constructed in Cecil County during the year 1946, involving a total cost of \$305,400.00

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during the year Isto, involving a bound cost of \$305,400.00

5/15/46

We understand that there is available of our share of the gasoline tax and federal money for this program \$219,000. We have agreed that the final surfacing of 6.9 miles of the roads are to be completed in 1947, and reckoning this at \$7,000. per mile, we deduct \$48,300. from the above figures. This will leave \$38,100.00 needed completely to carry out this program.

We expect that this deficit can be covered by anticipated increases in gas tax, and if not the balance will have to be raised by levy.

The program submitted yesterday is in substitution of all others, heretofore submitted and particularly it replaces that submitted January 1945.

We understand that all other roads made part of this program will upon completion be made a part of the State Road System and will be maintained by the State Road Commission.

Very truly yours,

COUNTY COMMISSIONERS OF CECIL COUNTY

(Sgd.) Thomas N. Kay
Thomas N. Kay, Clerk

kj

PROGRAM OF ROAD AND BRIDGE CONSTRUCTION TO BE BUILT IN THE YEAR 1946 AND DESIGNATED AND RECOMMENDED BY THE COUNTY COMMISSIONERS OF CECIL COUNTY TO THE STATE ROADS COMMISSION OF MARYLAND

1.	Extension of Maryland 286 east to Delaware Line	\$ 11,500.00
*2.	Bridge over Big Elk Creek between Cowentown and Andora	8,300.00
*3.	Bridge over Conowingo Creek between Oakwood and Pa. Line	18,500.00
4.	Marley Bridge on Road Childs to Cherry Hill	22,000.00
5.	Childs to Pleasant Hill	118,900.00
6.	From Maryland 269 at Colora North to U.S. 1	54,000.00
7.	Maryland 280 at Elk Mills	40,100.00
	Extension 337 from Maryland 316 southeast to Del. Line ilable for 1946-1946	32,100.00 \$ 305,400.00 219,000.00
		\$ 86,400.00

is understand that there is reliable of our same, of the gasoline terms of foreral mensy for this program till,000, no coveragest the ten the invitation of the this of the thought of the control of the control of the coverage of the cover

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6. From Margiana 269 at Colora

7. Maryland 280 wt Electrical

6. Extension 337 first last land. 310 southerest to Del. Linu

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Mileage to be completed by surfacing in 1947

Pleasant Hill 2.80
Elk Mills to
Cherry Hill 1.28
Millers. Corn. 1.30
Colora 1.52

COUNTY COMMISSIONERS OF CECIL COUNTY ELKTON, MD.

May 7, 1946

State Roads Commission 108 E. Lexington St. Baltimore, Md.

Attention: Mr. Robert M. Reindollar, Chairman

Dear Sirs:

Enclosed herewith is a copy of our letter of December 7, 1945, confirming the agreement between the Board of County Commissioners of Cecil County and your Commission, reached at a conference with you on Dec. 6, 1945.

Pursuant to our meeting with your Commission last Thursday, May 2nd, 1946, we do further confirm the program agreed upon with the following exceptions; the deletion from the program of road and bridge construction, submitted to the Commission on December 6, 1945, of item #2, bridge over Big Elk Creek, between Cowentown and Andora, and item #3, bridge over Conowingo Creek between Oakwood and Pennsylvania Line.

Also enclosed herewith are two copies of a Resolution by the Board of County Commissioners of this date guaranteeing that the sums appropriated by the Federal Government for road construction in this County will be matched by the County from County funds.

Very truly yours,

COUNTY COMMISSIONERS OF CECIL COUNTY

(Sgd.) Clarence C. Harris, Pres.

Enclosures-4

- 1. 2 copies Resolution
- 2. Letter dated 12/7/45
- 3. Program of Rd. & Bridge Construction

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Attention: Mr. Mobert M. Relacollar, Mairman

Dent Siro:

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Very trilly yours,

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- 3. Programma ich. w Tringe Done grattling

## RESOLUTION BY COUNTY COMMISSIONERS OF CECIL COUNTY - May 7, 1946

Whereas, a program of road and bridge construction for Cecil County for the years 1946, 1947 and 1948 has been recommended to the State Roads Commission of Maryland, which has been approved by said Commission,

And whereas, by an appropriation of the Federal Government to the various States for road construction pruposes, the several counties of the State of Maryland will recieve a yearly sum for road construction purposes and the particular appropriation to Cecil County is approximately the sum of \$\infty\$51,000.00 per year, provided the said Cecil County will guarantee to match this sum for the purposes aforesaid.

Resolved, by the President and Board of Commissioners of Cecil County the yearly sum appropriated by the Federal Government to Cecil County for the construction of roads in said County under the program approved by the State Roads Commission of Maryland will be equaled by a like yearly sum from Decil County funds.

(Sgd.) Clarence C. Harris
Clarence C. Harris, Pres.

" Howard S. Vincent
Howard S. Vincent

" Frank L. Rowland
Frank L. Rowland

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## CECASE COUNTY - LINE 7, 1945

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> Howard J. Vincent STREET, STREET

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EXCERPT FROM MINUTES OF MEETING OF THE STATE HOADS COMMISSION WEDNESDAY, JANUARY 9, 1946

Present: Mr. Robert M. Reindollar, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

The Commission is in receipt of a communication from the County Commissioners of Cecil County, enclosing an attested copy of an order of the said County Commissioners, which reads as follows:

"The County Commissioners of Cecil County having determined on Nov. 6, 1945 to close the public road hereinafter mentioned and, having given more than thirty days notice by publication in the Cecil Whig and Cecil Democrat, two newspapers printed and published in said Cecil County, of their intentions so to do, as will appear from the Printer's Certificate hereunto annexed; and no objections having been made to such action, and it having been determined by said County Commissioners to be for the benefit and advantage of Cecil County that said road be so closed.

"It is thereupon this 12th day of December, 1945 ordered and determined by the said Board of County Commissioners that the public road situate in the Second Election district of Cecil County extending from Caldwell's Corner on State route #342 in a northerly direction to the north bank of Moore's Run for a distance of approximately one mile, be and the same is hereby closed as a public road.

Signed - Clarence C. Harris, Pres.

Signed - Howard S. Vincent

Signed - Frank L. Rowland

Attest:

Thomas N. Kay, Clerk"

Since it is evident that the County authorities, in the closing of the aforesaid public road, have complied with the necessary legal requirements, the Commission, at the request of its Chief Engineer Wilson T. Ballard, voted to concur in the action taken by the County Board, and directed that the said public road, as more particularly described in the said order, be removed from the list of County roads in Cecil County which are now under maintenance by the State Roads Commission.

Copy: Mr. W. T. Ballard

Mr. R. Townshend

Mr. L. A. Kahn

Mr. W. F. Childs, Jr.

Mr. W. A. Codd

Mr. F. P. Scrivener

ANT P CHARRY THE STANS Property St. Store M. Beindollar, Marinen, Marinen, 1-1, 200 . mindell . a Line und home odes County Countering of Sant County, smolosing at autorical of an order of the cold bonor bands toner, which reads as follows: termined on Nov. 6, TACE or clave the public rear northern cantiboned and, having civen some than shirty dues motion by intentants no to to be said agreet from the Jacobs on the Articles and advantage of Code County that and be sententific ento valuado ao breca hera ent va tenteresporar pere mo and the ore that the product of the late and the control of

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Dr. T. Cheller, Jr.

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION WEDNESDAY, AUGUST 8, 1945 Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and Russell H. McCain. The Commission was advised by Chief Engineer Wilson T. Ballard that according to information received by him, the County Commissioners of Cecil County, on April 7, 1945, closed the County road #38, known as the old Marley Mill Road, from the County road known as the Star Route to the intersection of County road #43, a distance of approximately one mile, and requested discontinuance of maintenance of this section of county road. This information is entered in the minutes of this Commission as a matter of record. Copy: Mr. W. T. Ballard Mr. R. Townshend Mr. W. F. Childs, Jr. Mr. L. A. Kahn Mr. W. A. Codd CECIL COUNTY COPY

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## EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION EDNESDAY, JANUARY 31, 1945

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

A letter from Chief Engineer Wilson T. Ballard, addressed to the State Roads Commission, dated January 24, 1945, advises that "the County Commissioners of Cecil County presented to this Commission under date of February 7, 1944 a list of highways proposed for construction during the post-war period, arranged in the order of priority in which they desire the construction work to be carried out.

This program was reviewed by the Traffic Division, our District Engineer, Mr. Townshend, and this office.

As a result of these reviews and further conferences and correspondence with the County Commissioners of Cecil County, the following list of projects ranged in the order of construction priority and showing mileages and estimated construction costs, aggregating a total estimated construction cost of 1,608,100, was developed, covering the construction of 50.42 miles of highways.

0 1 2 3	Extension of Md. 286 East to Delaware Line Childs to Pleasant Hill Extension of Md. 277 west to Cherry Hill on	.25 2.80	\$ 11,500.0
3	Extension of Md. 277 west to Cherry Hill on	2.80	
3			118,900.0
	Maryland 280	1.28	40,100.0
12-12-2	Extension of Md. 377 from Md. 316 S.E. to Maryland- Delaware Line	1.30	32,100.0
4	From west end of Md. 282 towards Cassafras River	2.00	36,700.0
4-A	Extension of Md. 283 to Elk River	.40	9,900.0
5	From east end to Route 9 east to Md. 572 at Bayview	3.30	91,500.
6	Extension of Md. 316 through Cowentown to Appleton	1.90	46,500.
7	From Md. 283 north of Earleville to U.S. Rt. 213 at		
8	Bohemia	4.10	94,300.
9	From Md. 269 at Colora N. to U.S. Rt. 1 From Md. 276 at Woodlawn to Md. 572 at Bayview	1.52	54,000.
10	From Md. 276 at Woodlawn west toward New Valley	3.00	100, 00.
10-A	From Md. 310 at Maryland-Delaware Line S.E. to Marwick	2.80	78, 00.
11		5.32	154,000.
12	Extension Road No. 1 from Pleasant Hill to Md. 273	2.70	109,000
13	From Md. 269 to U.S. Route 1 paralleling Md. 276	1.50	42,500.
-)	From woodlawn-Bayview Road through Principio to Project No. 17	1.90	84,500.
14	From Md. 233 west to Pilot then north to Maryland-		
	Pennsylvania Line	2.50	114,000.0
15	West from U.S. Rt. 222 north of Aiken, then south		
	to Aiken Road	1.45	56,500.0

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roj. No. & Order of Estimated Location Priority Mileage Cost From Id. 7 northwest to U.S. Rt. 222 at Blythedale 1.95 59,000.00 From a point .4 mile northwest of Md. 276 to Md. 274 2.20 80,500.00 From Barnes Cross Roads (Md. 276) easterly through Farmington to intersection with north end of Project No. 17 2.70 80,000.00 From Md. 273 northwest U.S. Rt. 1 through Rock 18 Spring to U.S. Rt. 222 1.85 61,800.00 19 From Appleton on Md. 273 to Md.-Penna. Line 1.70 51,800.00 Total. 50.42 \$1,608,100.00

Subsequent to the development of this list of projects, the county indicated its desire to have two bridges added to the list and programmed for construction as the second and third items on the program."

funds to be available, Mr. Ballard states:

"The Federal Aid Highway Act of 1944 will make available 51,034.00 to Cecil County for feeder road construction during each of the three consecutive years of the post-war period is defined by the Federal law. According to our Accounting Department, Cecil County has at present available for matching Federal funds 91,233 from the proceeds of the Lateral gas tax. Based upon the assumption that the county will provide sufficient funds to match the Federal allocations on a 50-50 basis during the second and third post-war years, and will, in addition thereto, use all of the 191,233 presently available, they will have an agree ate of \$346,267 for three years of post-war construction."

Ir. Ballard then sets forth for the Commission's approval the following program, which follows the order of priorities established by the County Commissioners of Cecil County.

(	roje	cts are numbered in accordance with y Commissioners' established constructority.)	Mileage	The second	Estimated Cost
(		Extension Md. 286 east to Delaware Line Brid e over Big Elk Creek between Cowenton and Andora	0.25	\$	11,500.00
		Bridge over Conowingo Creek between Oakwood and Pennsylvania Line			18,500.00
2 3	Extension Md. 277 west to Cherry Hill on Md. 280 Extension Md. 377 from Md. 316 S.E. to	1.28		40,100.00	
		Maryland-Delaware Line	1.30		32,100.00
				5	110,500.00

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Reco	ommendation - 2nd Year	Mileage		Estimated Cost
1	Childs to Pleasant Hill	2.80	8	118,900.00
Reco	ommendation - 3rd Year			
4 4-A 5	West end Md. 282 toward Sassafras River Extension Md. 283 to Elk River East end Rt. 9 east to Md. 572 at Bayview	2.00 0.40 3.30		36,700.00 9,900.00 91,500.00
			\$	138,100.00

With reference to this proposed program, certain recommendations and statements were made by Mr. Ballard, and these are set forth herewith:

"Based upon the recommendations of the Traffic Division and concurred in by the County Commissioners, it is recommended that Items 0, 1, 2 and 3 above be constructed to standards acceptable to the State Roads Commission, with the understanding that these projects will be accepted into the State Highway system upon completion.

Items 4, 4-A and 5 of the third year of construction, tog ther with the two bridges listed in the first year of construction, will remain in the county highway system."

It will be noted that the aggregate estimated construction cost of the above recommended program is 367,500, which, as Mr. Ballard states, would require that the County provide approximately \$21,000 over the three year period in addition to the funds "that will be available in accordance with the assumption made hereinabove."

The program as submitted and the recommendations and conditions under which it is proposed to carry out the construction over the three year period were, after careful consideration by the Commission, formally approved and adopted, and Chief Engineer Ballard authorized to proceed with surveys, etc. and with arrangements for securing the necessary rights of way.





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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION, WEDNESDAY, June 28, 1944.

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

On recommendation of Chief Engineer Wilson T. Ballard, supporting the recommendation made by the County Commissioners of Cecil County in a letter dated June 8, 1944, addressed to Ezra B. Whitman, Chairman, the Commission voted to accept for maintenance as a part of the County Road System of Cecil County, the Locust Point Road, from McKeown's Corner to River Road, in Election District No. 2, for a length of 0.5 mile.

According to the Road Condition Survey Report submitted by District Engineer Rolph Townshend, the estimated cost of improving this section of county road amounts to \$308.60. It was further voted that such expenditures, not to exceed this figure, should be made to put the road in satisfactory condition, and charged to the Lateral Road Funds allocated to the said County.

Copies to Messrs: Ballard
Townshend
Codd
Kahn
Childs

Carl

COMMENSATION, ARRIVATION, JUDG 28, 1966.

Proposit, Mr. Sara S. Whitean, Chalenon, Merora, P. Watvon Watton

On recommendation of Chief Englast Wilson T.

Hallerd, supporting the recommendation made by the County
Commissioners of County in a letter dated June
8, 1994, milressed to Soria B. Wiltenso, Chairman, the
Commission roted to scoopt for suintensors on a nart of
the County loss dystem of Secil County, the Locust Roint
Nord, from Modeown's Corner to River Road, in Election
District No. 3, for a boncth of Oct wile.

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION TUESDAY, NOVEMBER 2, 1943.

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

For the purpose of record, and of recording action taken by the County Commissioners of Cecil County in June, 1942, the following information is herewith set forth indicating the action taken by said County Board:

"A section of County road and two grade crossings over the right of way of the Pennsylvania Railroad known as Rolandville were ordered closed and abandoned and a new road constructed parallel to the railroad on the north side of same. The length of the new road is the same as the portion of road which was abandoned and closed. The County road was known as #7 on the Key Map and is in the 8th Election District.

The second section of road abandoned and closed is known as the Marley Road beginning at a point on the south side of the New Philadelphia Dual Highway, US Route 40, at a point approximately 1½ miles east of the intersection of the North East-Mechanic's Valley Road and the New Philadelphia Dual Highway, US Route 40, running thence in a southwesterly direction approximately 1.25 miles to a lane which is the entrance to the lands of the J.W.Redhill Estate. This roal wasknown on the Key Map as #39 in the 5th Election District.

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION TUESDAY, NOVEMBER 2, 1943

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

For the purpose of record, and of recording action taken by the County Commissioners of Cecil County in June, 1942, the following information is herewith set forth indicating the action taken by the said County Board:

"A section of County road and two grade cross-ings over the right of way of the Pennsylvania Railroad known as Rolandville were ordered closed and abandoned and a new road constructed parallel to the railroad on the north side of same. The length of the new road is the same as the portion of road which was abandoned and closed. The County road was known as #7 on the Key Map and is in the 8th Election District.

The second section of road abandoned and closed is known as the Marley Road beginning at a point on the South side of the New Philadelphia Dual Highway, U. S. Route 40, at a point approximately  $1\frac{1}{2}$  miles East of the intersection of the North East-Mechanic's Valley doad and the New Philadelphia Dual Highway, U. S. Route 40, running thence in a southwesterly direction approximately 1.25 miles to a lane which is the entrance to the lands of the J. W. Rehill Estate. This road was known on the Key Map as #39 in the 5th Election District."

Copy: Mr. W. T. Ballard

Mr. R. Townshend

Mr. W. A. Codd

Mr. L. A. Kahn

Mr. W. F. Childs, Jr.

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

1. R. C. Minuter Traffic October 22, 1943. To: Mr. J. T. Gorsuch From: W. F. Childs, Jr. Subject: Road Inventory Revision Data While in Cecil County on October 19th Mr. J. T. Richards called my attention to the existence of two county roads that appearently do not appear on the Cecil County map. The first is the old Marley county road which intersects Md. 545 at a point 2.03 miles NW of the intersection of Md. 526 and Md. 280 and runs westerly to intersect a county road to Childs and thence southwesterly to intersect the Nottingham county road 1.20 miles north of new US 40. Its total length is 2.46 miles. The section not on the map is 1.37 miles from Md. 545 to the county road to Childs. The road was inventoried by Mr. Lowis, Mr. Richards and I on October 19th and Forms MPS 6, 3, and 5 are transmitted herewith. Its location is shown on attached map. The other is a county road intersecting the Woodlawn-Craigtown county road 0.315 mile south of Woodlawn and running west for a distance of 0.245 miles to intersect Md. 276 about 0.385 miles SW of Woodlawn. Forms HBS 6 and 3 are attached. On March 10, 1943 I sent to Mr. Bunting excerpts from minutes of meeting of the State Roads Commission on February 25, 1943 approving the formal action of the County Commissioners of Cecil County on Feb. 9, 1943 closing approximately 0.5 mile of the Mackall road in the Third E. D. This road is on a Government Munition Plant Reservation and we were not permitted to go over it. According to Mr. J. T. Richards the entire road is abandoned from its junction with Md. 545 just 1.69 miles N.W. of intersection of Md. 526 and Md. 280 to the Mottingham county road 0.20 mile west of its intersection with new US 40. The location of this road is shown on Cecil Co. map attached. On June 9, 1942 the County Commissioners formally closed 1.5 miles of the Marley county road starting at So. R.of W. line of new US 40 and running southwesterly across the main line of the P. R. R. to Rehill Entrance 0.14 mile east of the Northeast-Mechanic Valley road. Its hocation is shown on the attached saction of map and Form 6 MPS. Copy of District Engineer Rolph Townshand's letter of June 30, 1942 and section of Cecil County map were transmitted to Mr. C.W.Cassell on July 2, 1942. The closing of this 1.5 miles of county road eliminated P.R.R. grade crossing #17 M over Main Line. We have no record of any action taken by the State Roads Commission approving the closing of this road. The action of the County Commissioners is legally sufficient. CECIL

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Page 2.

I enclose Forms 6 HPS and 3 HPS covering the relocated county road at Rowlandsville in accordance with formal action of Gecil County Commissioners of June 9, 1942 closing the old county road which made two crossings of the Penna. R. R. at grade. Copy of District Engineer Rolph Townshend's letter of June 30, 1942 was transmitted to Mr. O. W. Cansell on July 2, 1942. On reverse side of section of Gecil County map sent Mr. Cassell with above Mr. J. T. Richards sketched the new and old roads.

The relocation of the Rowlandsville Road eliminates grade crossings # X A and # X B over the Octoraro Branch of the Penna. R. R..

On July 15, 1942 I sent Mr. Cassell copy of Executive Order 19185 signed by the President of the U. S. A. on June 23, 1942 creating and describing the Susquehanna National Eldlife Refuse in Marford and Cecil Counties. The area can be plotted on the map sufficiently close for location purposes.

On January 20, 1943 I sent to Mr. Eunting excerpts from minutes of meeting of the State Roads Commission on January 12, 1943 regarding abandonment of three roads taken into the Bainbrid e Naval Reservation at Port Deposit. There was attached a sketch giving the location of these abandoned roads. They are also shown on the attached Cocil County map.

Other errors noted in the field on Oct. 19, 1943 are that there is a bridge of mors than 20' span over erest on the county road which forms an easterly extension to Md. 338 to Md. 269. The bridge is on this county road immediately east of Md. 269 as shown on the enclosed map.

The Nottingham county road from Mechanic Valley to new US 40 is shown on the enclosed map as Type "E" which is correct except for 0.20 mile from the abandoned Mackall road to new US 40 is now Type "F".

The Penna. R. R. has run a spur from the Octoraro Branch south of Colora into the Naval Reservation. This railroad extension has added two overpasses, one underpass and one crossing at grade to the roads of the County system and one grade crossing on Md. 276. The approximate location of the railroad is shown in pencil on the attached map. We did not inventory the crossings at grade as we did not take these forms with us.

I am asking the Bridge Department to fill in Form 5 MPS for the grade elimination structures.

Mr. Lewis went over and explained to you the notes on the attached map and I suggest that you look it over immediately and make permanent records on the Cecil County correction map.

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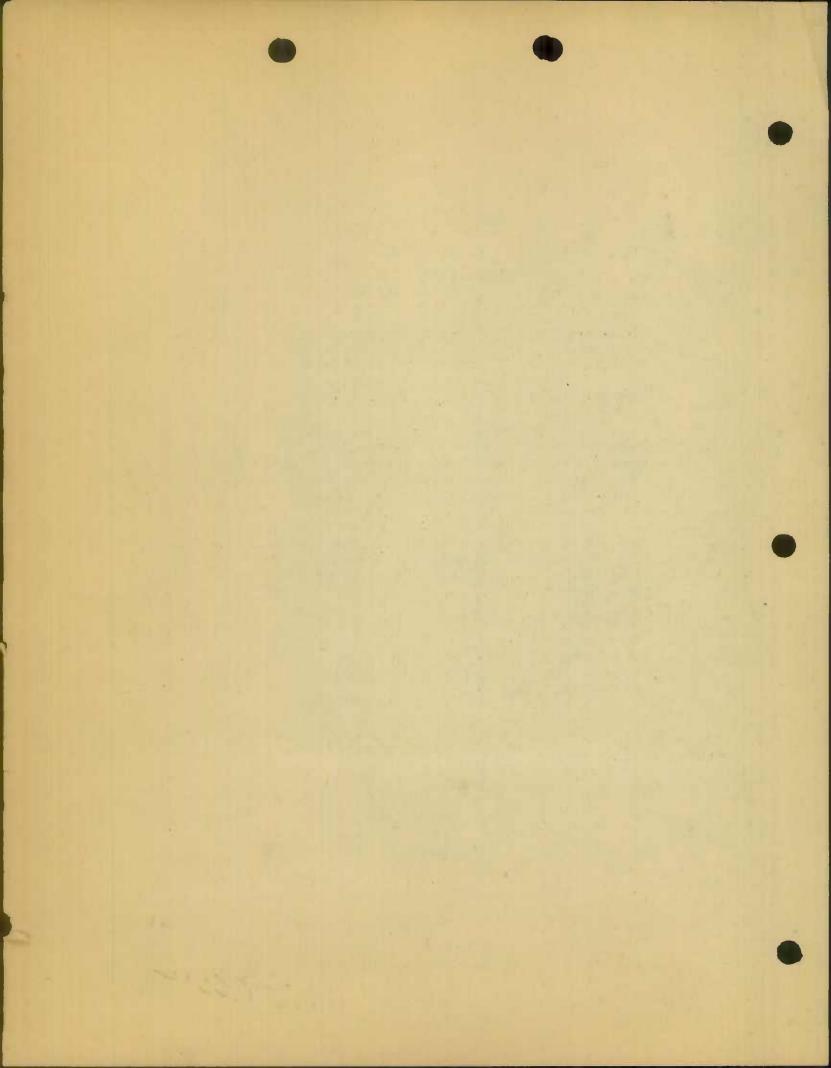
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Page 3. I want the information from this letter and the data on inventory sheets and map applied to the correction of our maps and records. You have been most critical of the work of others and you now have the opportunity to display your own ingenuity and ability to so handle this work as to prevent those things that made you critical of others. Wm. F. Childs, Jr. D cc: County Road Projects Cecil Co. R. R. Grade Crossings - P.R.A. S.R.C. Minutes /

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October 18, 1943 Mr. L. H. Steuart Secretary Office Dear Mr. Steuart: re: S.R.C. Minutes By letter dated June 24, 1942, District Engineer Townshend wrote the Chief Engineer advising that the County Commissioners of Cecil County had taken official action in connection with the abandonment of two county roads in Cecil County. One of these roads was the Rolandsville county road, #7 on the key map, in the 8th election district. This road was abandoned and a new road constructed parallel to the Pennsylvania R.R. on the north side to eliminate two railroad grade crossings. The other road was the Marley road running from new US 40 about 1.5 miles east of North East, southwesterly to the entrance of the J. W. Rehill property, a distance of 1.25 miles. This road is known as #39 on the key map and is in the 5th election district. We have no record of any official action by the Commission and if they have taken action endorsing the abandonment of these roads, will you please let me have a copy of the minutes. Very truly yours. Wm. F. Childs, Jr. Director WFC:11 CECIL cc: County Road Projects-Cecil County



EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION, THURSDAY, FEBRUARY 25, 1943.

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

The Commission having received word through its
Engineering Dept. that the County Commissioners of Cecil
County, by formal action taken on February 9, 1943, had
ordered the closing of the County road known as the Mackall
Rd. in the Third Election District of said County, "between
the Conner Farm and the Bradley Farm, and beginning at a
point on the Nottingham Road a distance of approximately
one quarter of a mile from the Dual Highway and running
thence in a northeasterly direction to a point of termination
at the bridge abutment on the south side of Little Elk Creek",
the approximate length of this section of County road being
.5 mile, it was ordered that this information be set forth
in the minutes of the Commission for the purpose of record,
and in order that the County road mileage of Cecil County
may be reduced by the elimination of this half-mile section.

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## MADE IN U.S.A.

PICERPT FROM MINUTES OF MESTING OF THE STATE ROADS COMMISSION, THURSDAY, THERMARY 25, 1943.

Present: Mr. Exra B. Whithman, Chairman, Macara, F. Watton Webb and W. Frank Thomas.

The Commission having meeted word binough its Engineering Dept. that the Country Countierlongs of Good Country by formal action taken on Februar 9, 192, had or ered the closing of the Country road known as the Mackell Ma. in the Third Election District of said Country, herman the Country Farm and the Bradley Farm, and detauning to solut on the Hotilugham Boar a distance of approximately one of a mile from the Country of a mile from the Country of the South of termination the bridge authention to a point of termination the bridge authent on the south of the sproximate length of the section of Country road being the approximate length of the section of Country road being in the miretes of the Country road alleage of cetl country and in or or the Country road alleage of cetl country and in or or the Country was alleage of cetl country may be reduced by one elimination of this main the section.

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## STATE ROADS COMMISSION

February 17, 1943.

Mr. Wilson T. Ballard, Chief Engineer

Dear Sir:

The attached copy of letter from the County Commissioners of Cecil County with reference to the closing of a County road in Cecil County is self-explanatory. This road is located between the old County road known as the Nottingham road about one mile east of Elkton on Route 40 and runs from the Nottingham road in a northeasterly direction to the Little Elk Creek.

The length of the road in question is 0.5 mile. On the original condition survey map it is shown as road #44 in the 3rd election district.

I would recommend that the action of the County Commissioners be concurred in and that we take this road from our maintenance records.

Very truly yours,

(signed) Rolph Townshend

District Engineer

Mr. Childs-

For your information.

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## TRAFFIC DIVISION STATE ROADS COMMISSION INTEROFFICE CORRESPONDENCE To: Mr. E. W. Bunting Date: Jan. 20, 1943. From: Mr. W. F. Childs, Jr., Subject: Road Inventory Revision Data I attach copy of excerpt of minutes of meeting of the State Roads Commission on January 12th at which

I attach copy of excerpt of minutes of meeting of the State Roads Commission on January 12th at which time action was taken with regard to the legal abandonment of three roads coming within the Bainbridge Naval Reservation at Port Deposit in Cecil County.

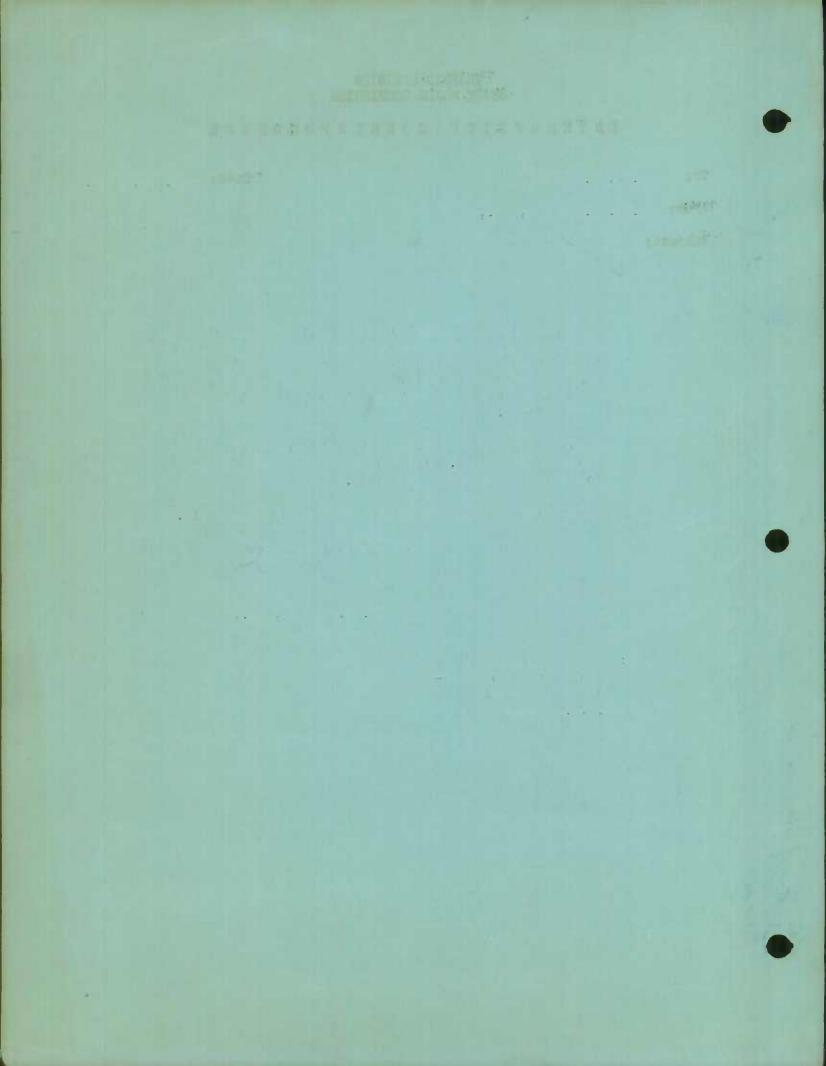
Also is attached a sketch left in the office on January 14th by Mr. Rolph Townshend giving the location of the roads abandoned.

Our records and maps should be corrected accordingly.

Wm. F. Childs, Jr., Director

D

cc: Map Revision
County Road Projects - Cecil County
Road Abandonment
S.R.C. Minutes



## EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS CONVISSION TUESDAY, JANUARY 12, 1943

Present: Mr. Mara B. Whitman, Chairman, and Mr. W. Frank Thomas.

The County Commissioners of Cecil County have formally advised the State Reads Commission that following a hearing before said Board "on the application of the United States of America represented by ilmer H. Priver, Special Assistant to the Attorney General and Joseph McCovern, Jr., special Attorney, Department of Justice, for the closing of three ublic Reads or parts and hereinafter mentioned and described; and it appearing that thirty days notice by publication in the Cecil hig, a newspaper published in Cecil County has been duly iven, the said Board passed the following order:

"Now, THEREFORE, it is by the County of Cecil County, this fifteenth day of December, 1942, CRDE CD that the foregoing Public Roads situated as following be and the same are hereby ordered to be closed:

- 1. Public Road running in an easterly direction from the top of Port De osit Will on United States Route 222, to Road leading from lichols Corner to Cross ells Corner, a distance of one and seventh tenth liles, more or less.
- 2. So much of the Public cond running in a southeasternly direction from Doctor Anderson's hood to dappy Valley branch, a distance of eight tenths of a mile, more or less.
- 3. So much of the Public load running in a northerly direction from Croswells Corner to the south est corner of lichols property a distance of three tests of like, more or less.

Being all of the rublic Road in the eventh Election District of Cecil County contained within the limits of the land taken over by the United States of America for a laval Training Station at or near rort Deposit and more fully described in Civil cases to. 1545 and to. 1585 in the United States District Court for the District of Maryland."

For the purpose of record, the Commission directed that the action of the County Board in closin the named county roads be recorded and transmitted to the injunction Department or the purpose of deleting said roads or sections thereof from the county wars and records of this office, since the said roads or section thereof would hereafter be maintained by the United States of merica as a part of the laval Training Center known as "Bainbride".

Copies: Mr. W. T. Ballard

Mr. R. Townshend

Mr. R. M. Reindollar

Mr. L. A. Eahn

Mr. W. F. Childs, Jr.

Mr. W. A. Codd

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION JANUARY 7-8, 1941

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

The following resolution was offered by Chairman Whitman and seconded by Mr. Webb.

THEREAS, a public highway of the State of Maryland in Cecil County crosses the tracks and property of The Baltimore and Chio Railroad Company, at grade, known as Leslie Grade Crossing; and

MELBAS, it appears to the State Roads Commission of Maryland that said crossing is dangerous to public safety and that the public travel on such way is impeded thereby; and

and between the State Roads Commission of Maryland, acting for the State of Maryland, and The Baltimore and Ohio Railroad Company, it was are ed to alter said highway grade crossing by substituting therefor a crossing not at the grade of said public highway, by constructing an overhead bridge carrying said public highway over the tracks and property of the said railroad company, thereby eliminating the said existing public highway rade crossing known as Leslie Grade Crossing over the tracks and property of the said railroad company, and vacating, relocating and changing the lines, width, direction and/or location of said highway and/or opening of a new highway in the place of the one to be ordered vacated and closed, to be constructed over said overhead highway bridge; and

WHEREAS, the said overhead bridge and said new highway have been constructed.

NOW, THEREFORE, BE IT RESOLVED, that in pursuance of the matters and facts above referred to and under the authority vested in it by the Public General Laws of Maryland and particularly under the provisions of Chapter 537 of the Acts of 1935 of the General Assembly of Maryland, the existing public highway grade crossing over the tracks and property of The Baltimore and Ohio Railroad Company, known as Leslie Grade Crossing, a portion of a public highway of the State of Maryland, in Cecil Counyt, herein mentioned and described in the aforesaid agreement dated the 11th day of April, 1939, be and the same is, as at January 11, 1941, to be vacated and closed, the said new highway herein mentioned and described in eaid agreement having been completed and opened in place of the one herein to be vacated and closed.

The foregoing resolution was unanimously adopted by the State Roads Commission of Maryland and the following order was passed:

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IT appearing to the State Roads Commission of Maryland that the Leslie Grade Crossing is dangerous to public safety and that the public travel on such way is impeded thereby, it is this 7th day of January, 1941, ordered by the State Roads Commission of Maryland, that, under the authority conferred upon the State Roads Commission of Maryland by the Public General Laws of Maryland and particularly under the provisions of Chapter 537 of the Acts of 1935 of the General Assembly of Maryland, the existing public highway grade crossing over the tracks and property of The Baltimore and Ohio Railroad Company, known as Leslie Grade Crossing, a portion of a public highway of the State of Maryland in Cecil County, and described in an agreement dated the 11th day of April, 1939, between the State Roads Commission of Maryland and The Baltimore and Ohio Railroad Company, be and the same is, as at January 11, 1941, including that portion of the said highway as shown in red shade on the plat attached hereto, to be vacated and closed, the said new highway having been completed and opened, and the title and right of possession to that portion of public highway across the tracks and property of The Baltimore and Ohio Railroad Company to be vacated and closed shall be vested in The Baltimore and Ohio Railroad Company.

STATE ROADS COMMISSION OF MARYLAND

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION NOVEMBER 4 - 5, 1941

Present: Mr. Ezra B. Whitman, Chairman, and Mr. W. Frank Thomas.

The County Commissioners of Cecil County advised the State Roads Commission by letter, dated October 28, 1941, that they had decided to maintain the Cherry Hill-Elk Mills Road as a county road, and that they "wish to reserve as much of our construction fund as possible for the Childs-Pleasant Hill road." Both of these matters me the approval of the Commission.

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION THURSDAY, JUNE 1, 1939

Present: Mr. Ezra B. Whitman, Chairman, Mr. P. Watson Webb and Senator J. Glenn Beall.

The following resolution was offered by Mr. P. Watson Webb and seconded by Senator J. Glenn Beall:

WHEREAS, under an Agreement dated the 12th day of May, 1937, by and between the State Roads Commission and The Baltimore and Ohio Railroad Company, provision was made for the elimination of a grade crossing at Singerly in Cecil County, Maryland, and a substitution therefor of an overhead crossing and approaches to carry the highway traffic over the railroad tracks, pursuant to the terms of said Agreement, and

WHEREAS the work called for in the said Agreement has now been fully completed and the new structure opened to traffic,

BE IT THEREFORE RESOLVED That pursuant to the matters and facts above set forth and the terms of the Agreement above referred to, that the grade crossing of the State Highway which previously existed across the right of way and tracks of The Baltimore and Ohio Railroad at Singerly, be and the same is hereby ordered to be legally vacated, abandoned to and closed June 3, 1939, and the engineers of the Commission are directed to physically close and obstruct the same.

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EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION TUESDAY, APRIL 11, 1939

Present: Senator J. Glenn Beall, Chairman, Messrs. Elmor R. Jarboe and George F. Obrecht, Sr.

An agreement, in duplicate, of even date, between the State Roads Commission of Maryland, party of the first part, and The Baltimore and Ohio Railroad Company, party of the second part, for the elimination of the railroad grade crossing at Leslie, in Cecil County, was executed by the Commission. Leslie is a station located on State Road Route MD-272, running from Calvert to Northeast, and the intention is to eliminate the railroad grade crossing at this point by means of an overhead crossing and approaches to carry the highway traffic over the railroad tracks. The project is to be known as "Federal Aid Project No. F.A.G.H. 185-C, Leslie, Cecil County, Maryland."

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