SRC MINUTES
SHA MEMORANDA OF ACTION
HARFORD COUNTY

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

State Highway Administration
Driven to Excel

Robert L. Flanagan, *Secretary*
Neil J. Pedersen, *Administrator*

MARYLAND DEPARTMENT OF TRANSPORTATION

RECEIVED
FEB 15 2005
HIGHWAY INFORMATION
SERVICES DIVISION

February 14, 2005

Re: Highway Conveyance to
Harford County, Maryland
MD Rte. 882A (Woodsdale Rd.) - Now Co 745
File No.: 91016

Transferred to county
per SRC Minutes 4/7/65.

Mr. Walter Ballesteros
Right of Way Agent
Department of Public Works
Harford County Government
220 S. Main Street
Bel Air, Maryland 21014

Dear Mr. Ballesteros:

In accordance with the attached Road Transfer Agreement dated April 7, 1965, we are presenting a recorded deed executed by the State Highway Administration and the Board of Public Works, conveying the subject rights of way to Harford County.

Also enclosed is a copy of the plats mentioned in the deed and a location map.

Sincerely,

Robert M Pontier, Sr.

Robert M. Pontier, Sr.
Real Property Specialist IV

RMP:pc

Enclosure: deed, agreement, plats and location map

cc: David J. Malkowski
Gina M. Anthony
David Ward
Kevin Powers

From: AMY DEMAINE
To: DAVID MALKOWSKI
Date: 12/1/03 1:41PM
Subject: MD 715, MD 22

Mr. Malkowski,

My name is Amy DeMaine and I work in the Highway Information Services Division of State Highway. Recently our field crew was out in Harford County completing a state road re-inventory. While doing this we found that Maryland routes 715 and 22 have been shortened due to barricades the military has put in place. Therefore, we have shortened our inventories of MD 715 and MD 22.

Previously our inventory showed MD 715 beginning at US 40 and ending at Maryland Ave (this is the entrance to Aberdeen Proving Ground) for a total distance of 1.19 miles. Our inventory now shows MD 715 ending at the barricades for a total distance of 1.07 miles.

Previously our inventory showed MD 22 beginning at the intersection of MD 924 and US 1 BU and ending at Harford Blvd (entrance to Aberdeen Proving Ground) for a total distance of 13.02 miles. Our inventory now shows MD 22 ending at the barricades for a total distance of 12.91 miles.

If at some point in the future the barricades are removed, we will re-inventory at that time and adjust the mileage accordingly.

If you have any questions or concerns please feel free to call or e-mail me. I am in the office from 7a.m. to 3:30p.m.

Thank you,

Amy DeMaine
Database Management Section
Highway Information Services
410-545-5519

CC: KEVIN POWERS; MICHAEL BAXTER

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

MEMORANDUM OF ACTION OF DOUGLAS SIMMONS
DIRECTOR - OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

October 8, 2002

Douglas Simmons, Director, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated September 17, 2002 between the State Highway Administration and Harford County relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Harford County, Maryland

Co 2426 MD Rte. 23A (Water Tower Way) - From MD 23 relocated to US 1, a total distance of 0.53± mile

part of
Co 1672 MD Rte. 23B (Granary Road) - From MD 23A (Water Tower Way) to Business US 1, a total distance of 0.16± mile

Total mileage 0.69± mile as shown on Exhibit A

Item No.: 91013

The effective date of transfer shall be the date of the agreement.

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

RMP:seb

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

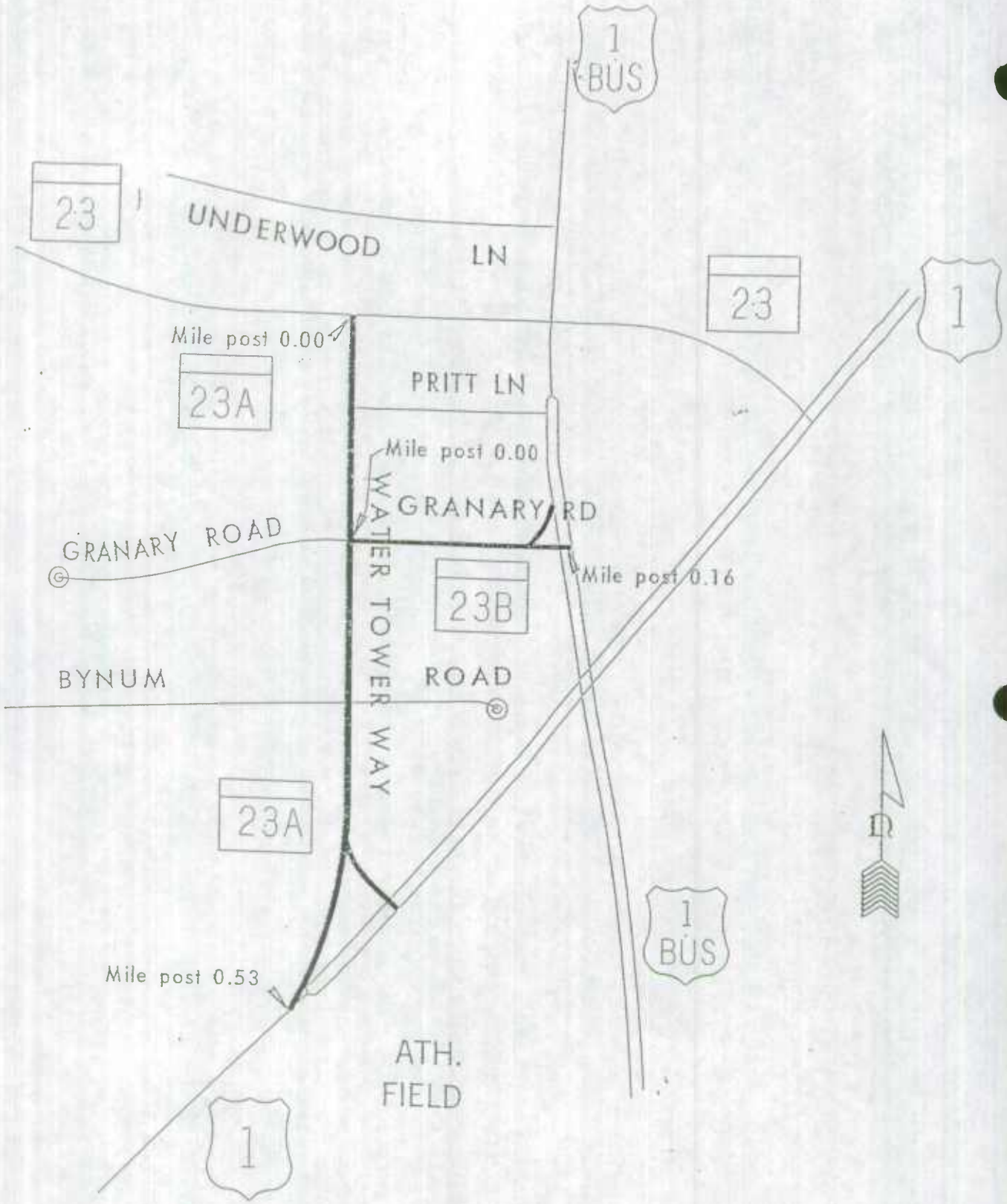


Exhibit A: MD 23-A and MD 23-B
WATER TOWER WAY and GRANARY RD
Road Transfer - SHA to Harford County
Shown Thus: ———————

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. A. Lijewski
Mr. K. McClelland
Mr. J. Miller
Mr. K. Powers
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. M. Knecht
Ms. Gina Anthony
Mr. Dave Malkowski

HARFORD COUNTY, MARYLAND

Gerald R. Wheeler, PE
Director of Public Works

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

October 22, 2002

MEMORANDUM

TO: Kevin Powers, Manager
H.I.S.D.

FROM: Robert M. Pontier, Sr.
Right-of-Way Coordinator
Utility and Road Conveyance Section

SUBJECT: Road Conveyance Agreement with Harford County, Maryland

MD Rte. 23A (Water Tower Way)
MD Rte. 23B (Granary Road)

Item No.: 91013

Enclosed is a copy of a fully executed Road Transfer Agreement dated September 17, 2002.

RMP:seb
Attachment: Copy of Road Transfer Agreement

2810

My telephone number is _____

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

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

MD Rte. 23A (Water Tower Way)
MD Rte. 23B (Granary Road)
Item No.: 91013

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 17th day of September, 2002, 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 Harford County, Maryland, hereinafter referred to as the "County", party of the second part.

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

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

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

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

SHA to Harford County, Maryland:

MD Rte. 23A (Water Tower Way) - From MD 23 relocated to US 1, a total distance of 0.53± mile

MD Rte. 23B (Granary Road) - From MD 23A (Water Tower Way) to Business US 1, a total distance of 0.16± mile

Total mileage to the County 0.69± mile as shown on Exhibit A

Item No.: 91013

2. Conveyance of the Roadway is subject to the following conditions:

A. The effective date of transfer of the Roadway to the County shall be the date of this Agreement.

B. The Roadway will be included in the County inventory as of December 1st of the year referred to in item A above.

C. The basis for the allocation of funds to the County will include the Roadway (i.e., the additional 0.69± mile beginning July 1st of the year following the date as set forth in Item B above.

D. The transfer of the Roadway to the County is made on an "as-is" basis, including the existing right of way, the existing condition of the roadway and all appurtenances and bridge structures.

E. The County hereby accepts jurisdiction over and responsibility for the maintenance of Roadway as of the effective date of transfer as set forth in Item A above.

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

Irene L. Howard

By: _____
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal sufficiency this 19 day of September, 2001.

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

Libby C Rappaport
Assistant Attorney General

HARFORD COUNTY, MARYLAND

WITNESS:

Shirley A. Ross

By: James R. Harkins
County Executive
9-19-02

Approved as to form and legal sufficiency this 17th day of September, 2002.

RECOMMENDED FOR APPROVAL

Gerald R. Cohulz, PE.
Director of Public Works

County Solicitor

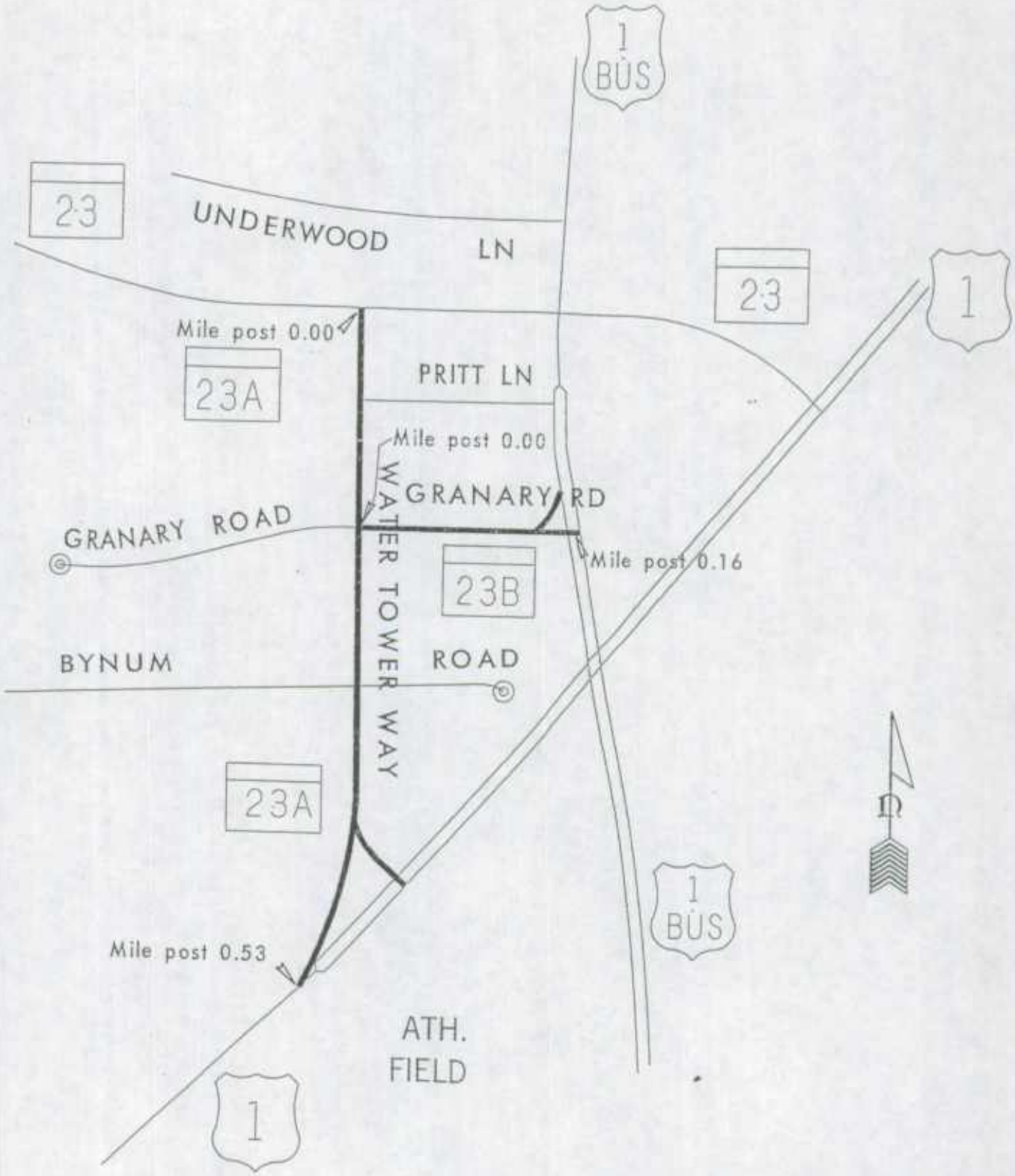


Exhibit A: MD 23-A and MD 23-B
WATER TOWER WAY and GRANARY RD
Road Transfer - SHA to Harford County
Shown Thus: ———

Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Hal Kassoff
Administrator

Harford

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

NJP 5/1/95

APRIL 27, 1995

Neil J. Pedersen, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated March 27, 1995, between the State Highway Administration and Harford County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Harford County, Maryland:

MD 24-C (Old Emmorton Road) - from Old Emmorton Road to MD 924, a total distance of 0.02± miles G1989

MD 155-A (McCommons Road Crossover) - from McCommons Road to Level Road, a total distance of 0.01± miles G1990

MD 155-B (McCommons Road Crossover) - from McCommons Road to Level Road, a total distance of 0.03± miles G1991

MD 155-C (Rider Lane Crossover) - from Rider Lane to Level Road, a total distance of 0.02± miles G1992

Old Philadelphia Road (former MD 7) - from MD 7 relocated easterly to cul-de-sac west of CSX Transportation Co. railroad, a total distance of 0.28± miles G1994

MD 7 connector - from MD 7 relocated to Old Philadelphia Road (former MD 7), a total distance of 0.04± miles G1993

Loflin Road - from relocated MD 7 southerly to end of state maintenance, a total distance of 0.09± miles G425

TOTAL MILEAGE: 0.49± MILES

Item No.: 85491

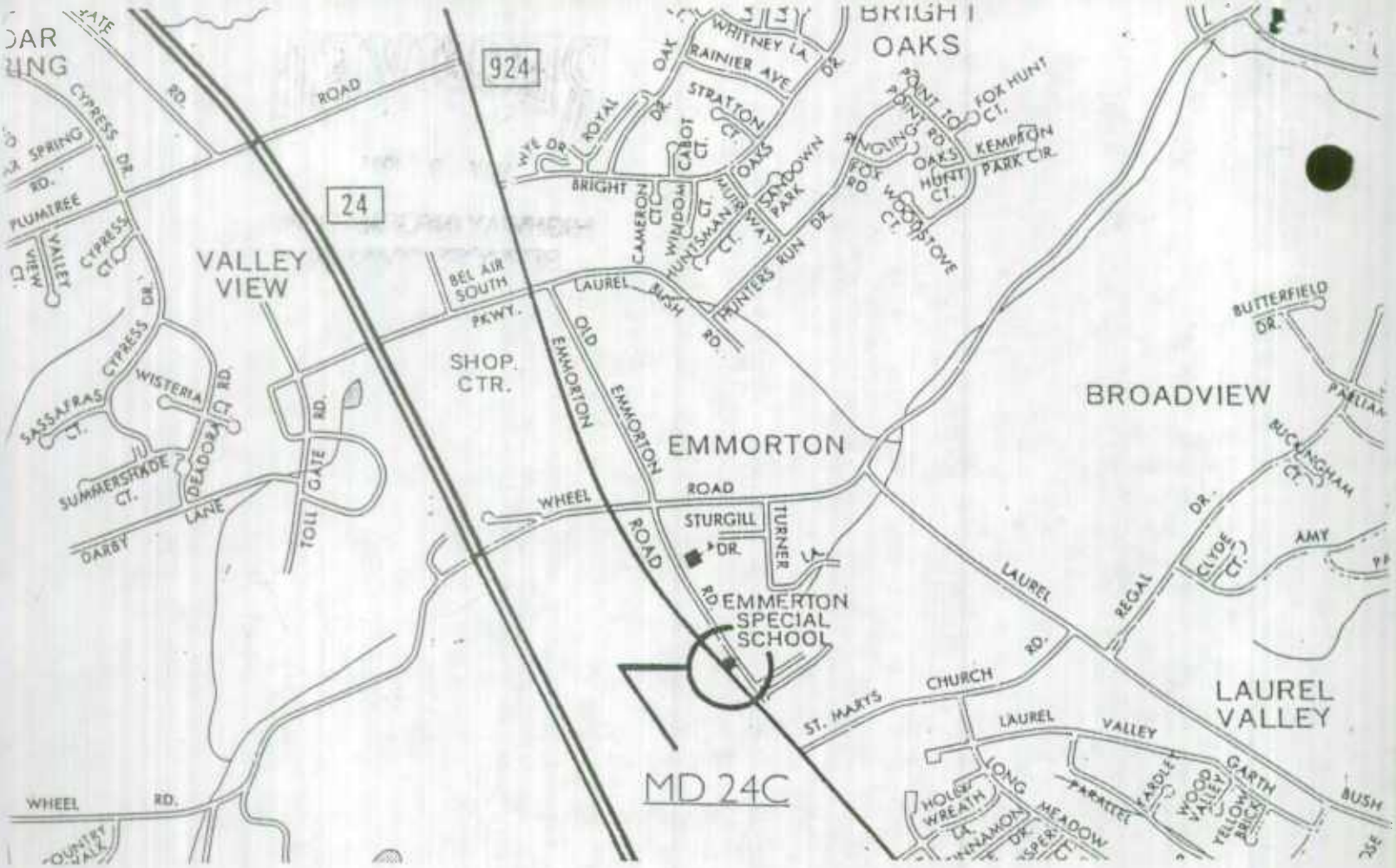
Said agreement has previously been executed by the Officials of Harford County and approved as to form and legal sufficiency by Assistant Attorney General Libby C. Reamer.

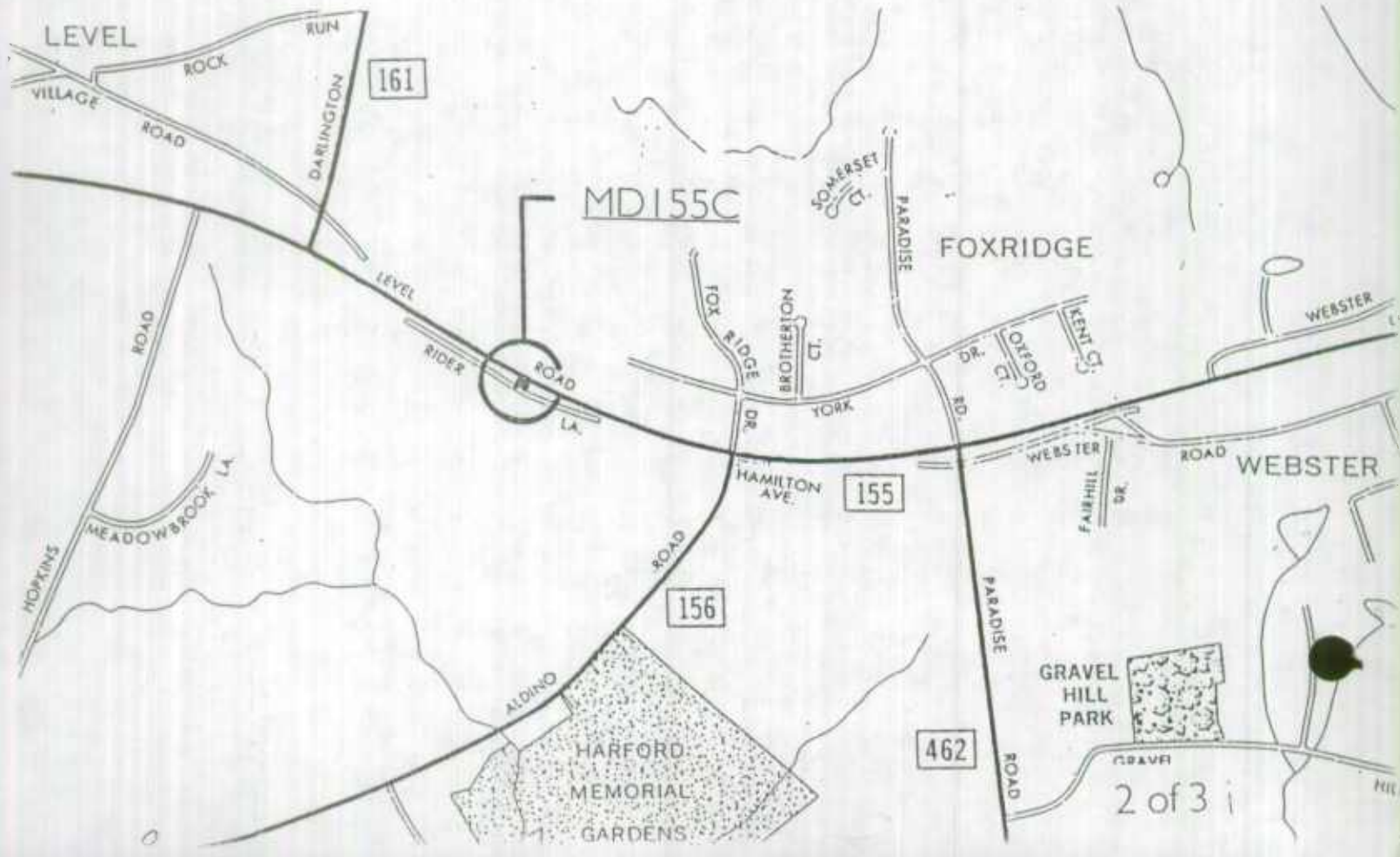
KO:SNC:cej

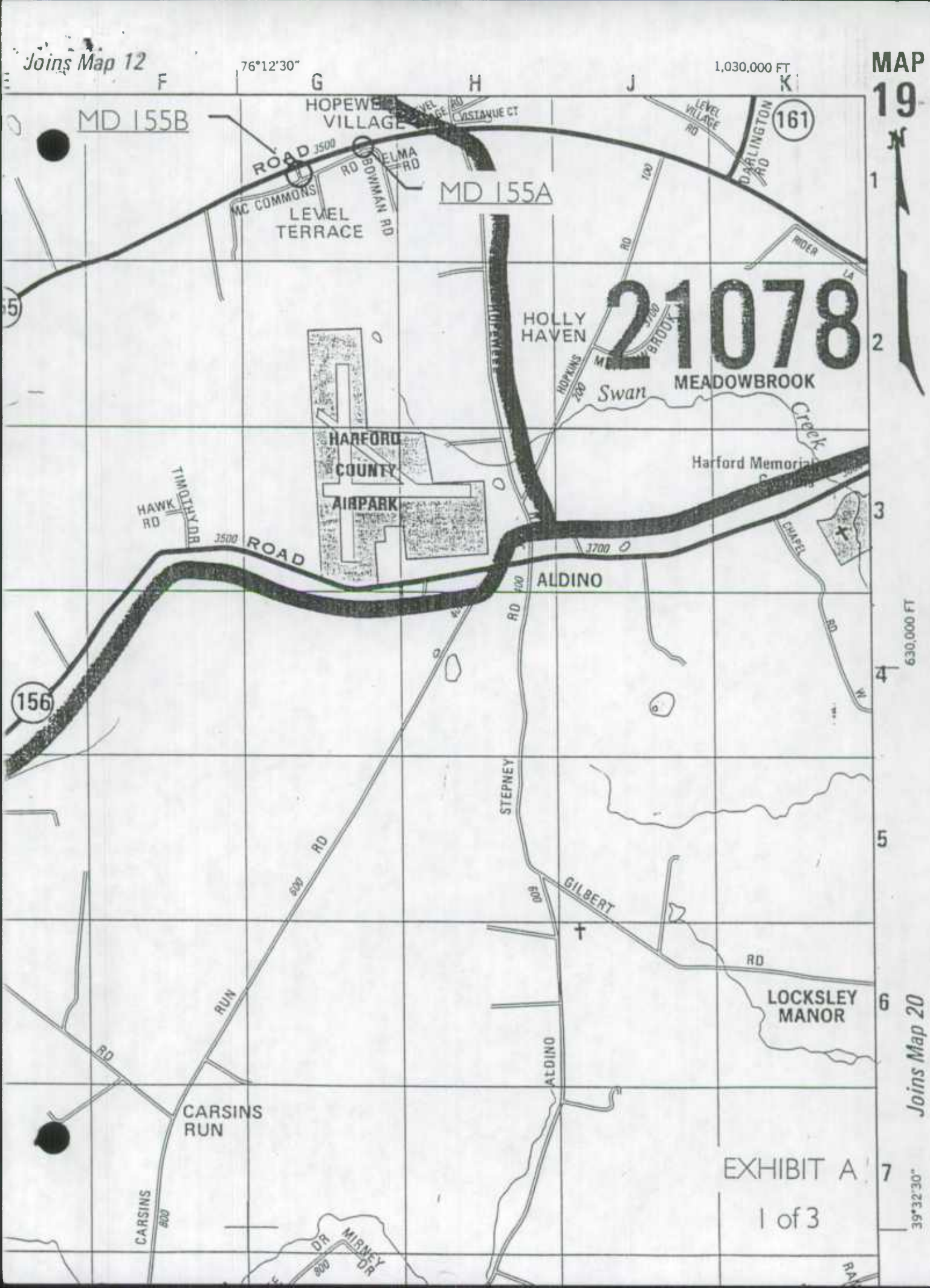
My telephone number is 333-1627

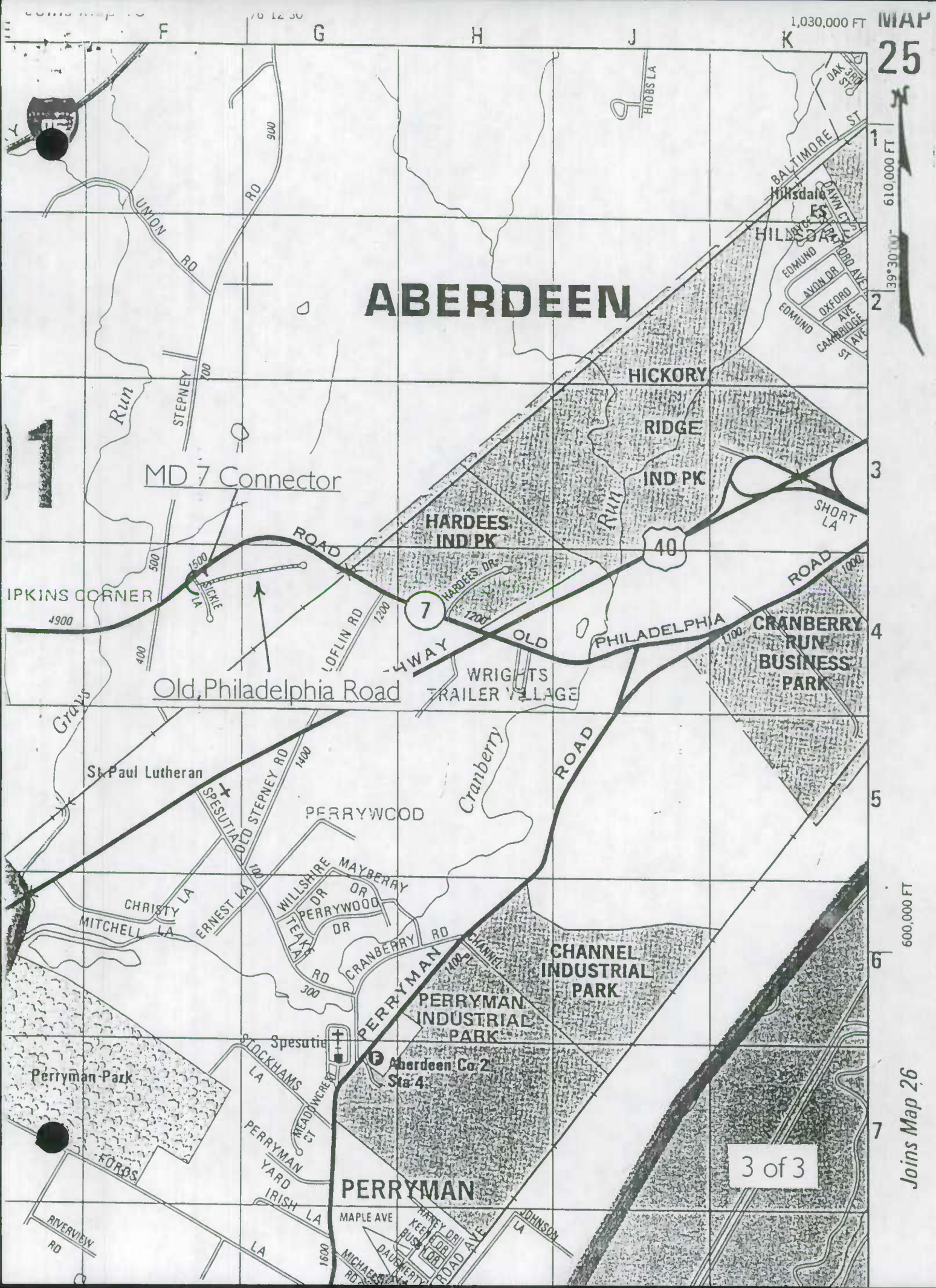
Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

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


BRIGHT OAKS
924
24
VALLEY VIEW
SHOP. CTR.
EMMORTON
BROADVIEW
EMMORTON SPECIAL SCHOOL
LAUREL VALLEY
MD 24C
WHEEL RD.
LAUREL BUSH RD.
OLD EMMORTON ROAD
STURGILL DR.
TURNER LA.
ST. MARYS CHURCH RD.
LAUREL VALLEY


LEVEL
161
MD155C
FOXRIDGE
WEBSTER
155
156
462
GRAVEL HILL PARK
HARFORD MEMORIAL GARDENS
LEVEL ROAD
RIDER ROAD
YORK RD.
HAMILTON AVE.
ALDINO ROAD
PARADISE ROAD
MEADOWBROOK LA.
HOPKINS ROAD


Joins Map 12
76°12'30"
1,030,000 FT
MAP
19
F
G
H
J
K
MD 155B
HOPEWELL VILLAGE
LEVEL VILLAGE RD
VISTAVUE CT
161
DARLINGTON RD
ROAD
3500
ELMA RD
BOWMAN RD
MC COMMONS
LEVEL TERRACE
MD 155A
RIDER LA
HOLLY HAVEN
21078
MEADOWBROOK
Swan Creek
HOPKINS RD
HARFORD COUNTY AIRPARK
Harford Memorial
TIMOTHY DR
HAWK RD
3500 ROAD
3700
ALDINO
CHAPEL RD
630,000 FT
156
STEPNEY
GILBERT RD
LOCKSLEY MANOR
RUN RD
CARSINS RUN
ALDINO
Joins Map 20
EXHIBIT A
1 of 3
39°32'30"
CARSINS RD
MIRNEY DR


MAP 25
1,030,000 FT
610,000 FT
600,000 FT
39°30'00"
ABERDEEN
HICKORY RIDGE IND PK
HARDEES IND PK
MD 7 Connector
Old Philadelphia Road
OLD PHILADELPHIA ROAD
CRANBERRY RUN BUSINESS PARK
WRIGHTS TRAILER VILLAGE
PERRYWOOD
CHANNEL INDUSTRIAL PARK
PERRYMAN INDUSTRIAL PARK
PERRYMAN
Hillsdale ES
HILLSDALE
Aberdeen Co. 2 Sta 4
Spesutie
St Paul Lutheran
Perryman Park
Joins Map 26
3 of 3

S.H.A.

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

HARFORD COUNTY, MARYLAND

Ms. Eileen M. Rehrmann, County Executive
Mr. William T. Baker, Jr., Director of Public Works
Mr. Ernest Crofoot, County Attorney

8549

O. James Lighthizer
Secretary
Hal Kassoff
Administrator

Maryland Department of Transportation
State Highway Administration

Steve Clark

M E M O R A N D U M

TO: Mr. Kurt F. Oelmann
Manager, Road Conveyance Team

FROM: Charles R. Harrison Charles R Harrison
Metropolitan District Engineer

DATE: July 6, 1993

SUBJECT: Road Transfer
MD 24C, MD 155A, MD 155B
MD 155C, MD 7 @ CSX
Railroad Harford Co.

RECEIVED
JUL 8 1993
Kurt Oelmann
CONVEYANCE OFFICE

Harford Co. has agreed in principle to accept several short sections of State Highway into their system in exchange for the energy costs for street lights at 25 locations.

The street light locations, and the current costs to be absorbed by the State Highway Administration are highlighted in yellow on the attached correspondence.

The sections of highway to be transferred to Harford County are as follows:

MD 24C Old Emmorton Road, from Old Emmorton Road to MD 924 0.02 miles

MD 155A McCommons Road Crossover, from McCommons Road to Level Road 0.01 miles

MD 155B McCommons Road Crossover, from McCommons Road to Level Road 0.03 miles

MD 155C Rider Lane Crossover, from Rider Lane to Level Road 0.02 miles

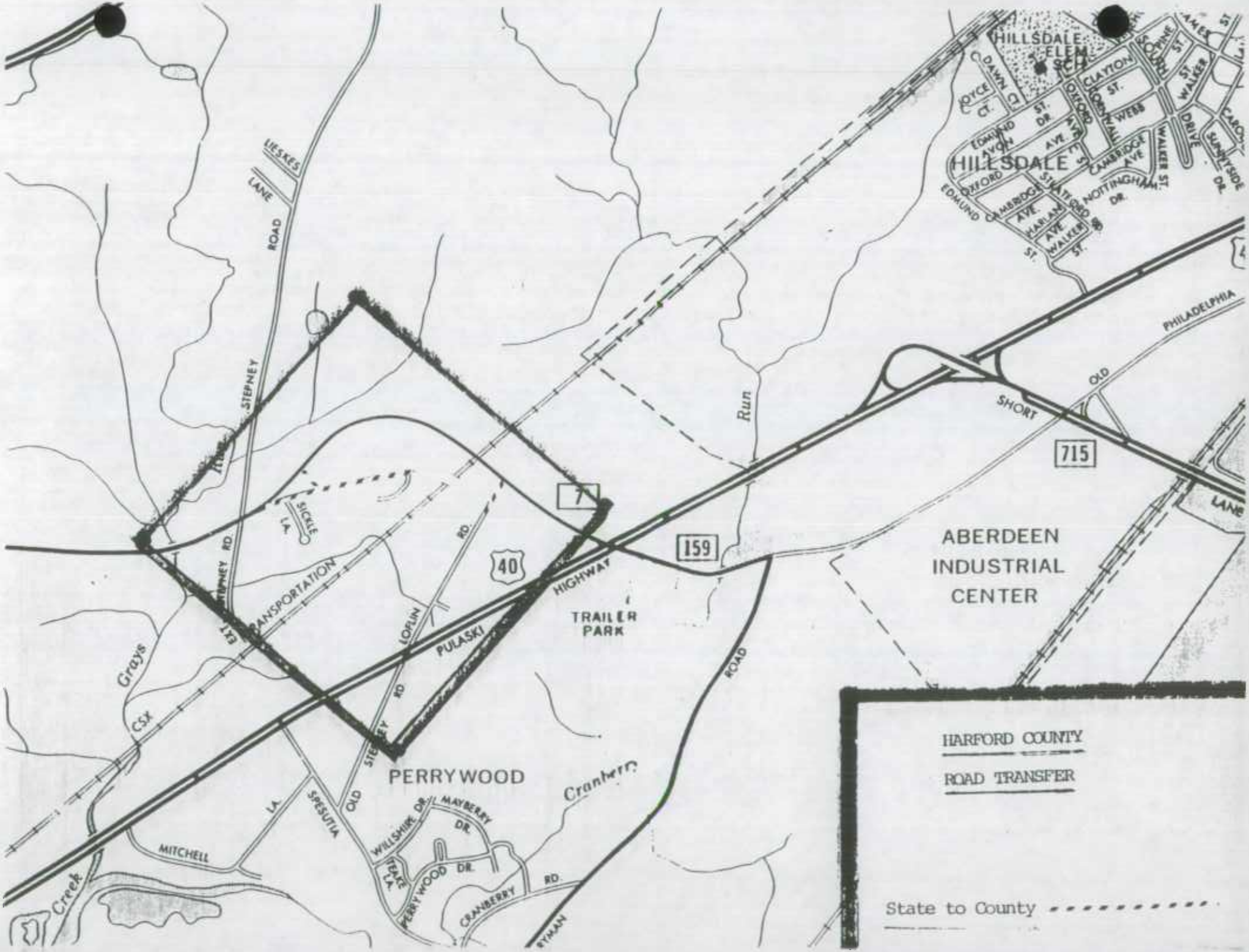
All those portions of former MD 7 remaining as a result of the construction of the MD 7 over CSX project at Stepney. Also to be included are those portions of existing County Roads that are extended or reconstructed as a result of the MD 7/CSX project.

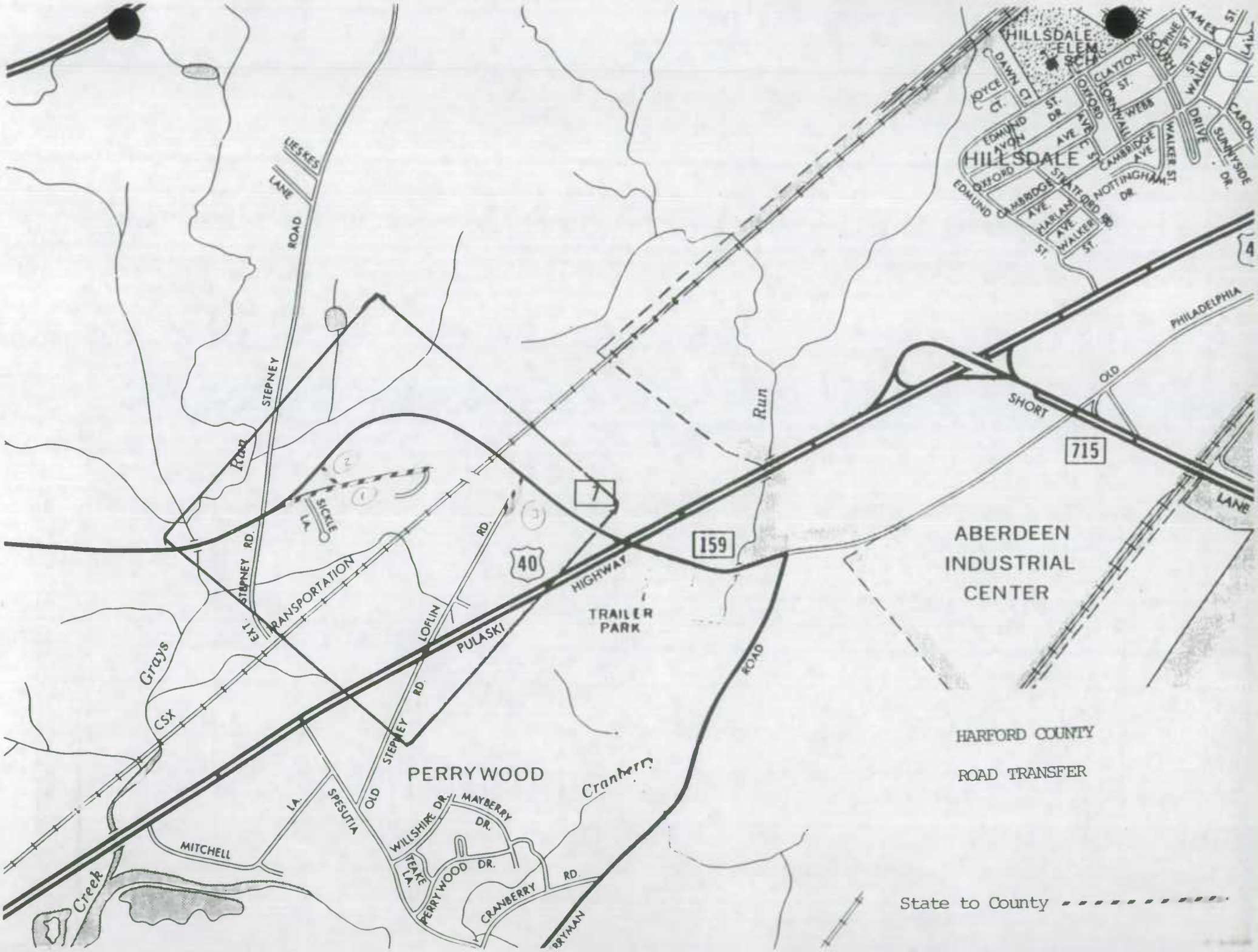
It is requested your office take steps to prepare the necessary Road Transfer Agreement.

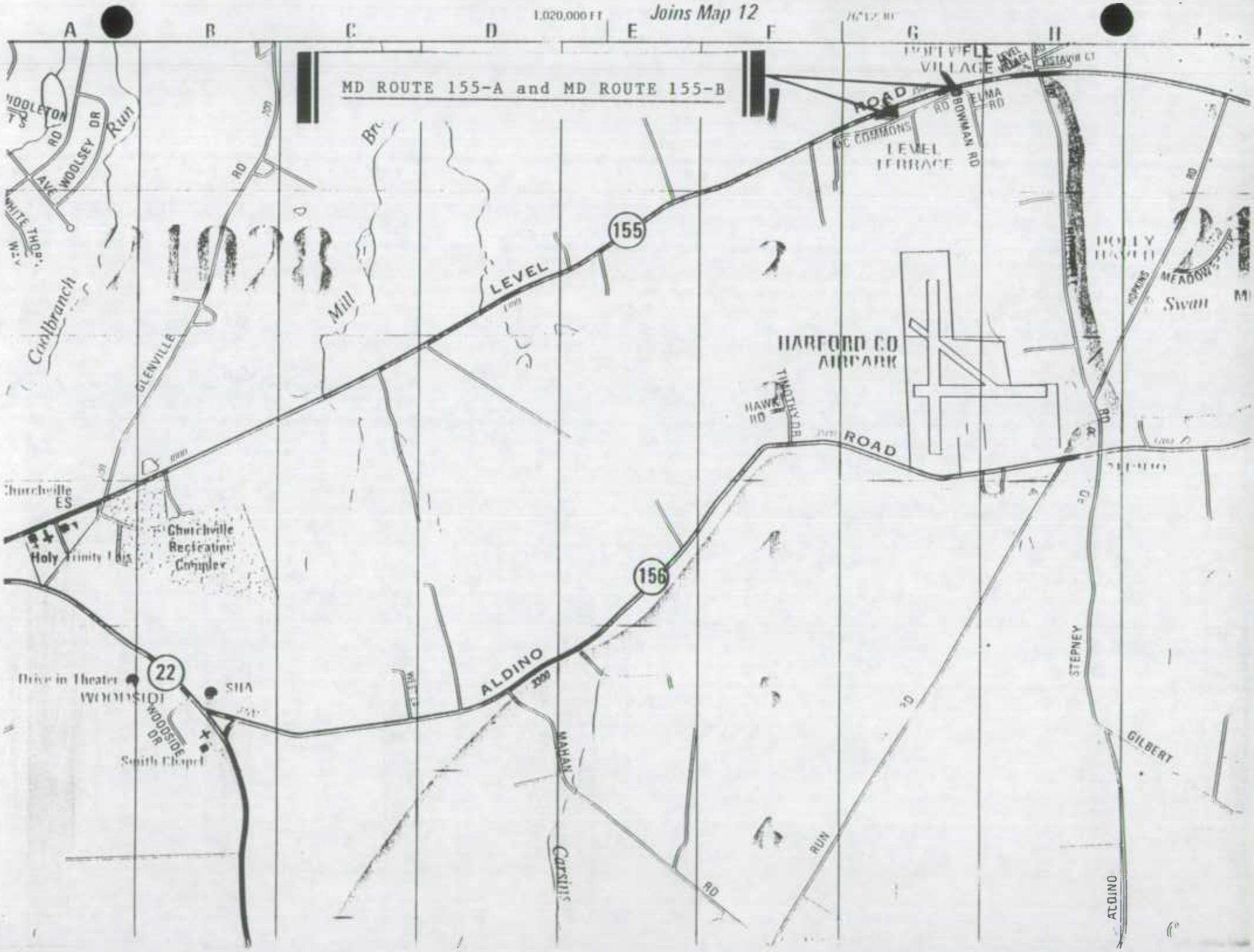
If you should have any questions concerning the above, please contact Allen E.Ault @ 321-3468. Thank you for your cooperation.

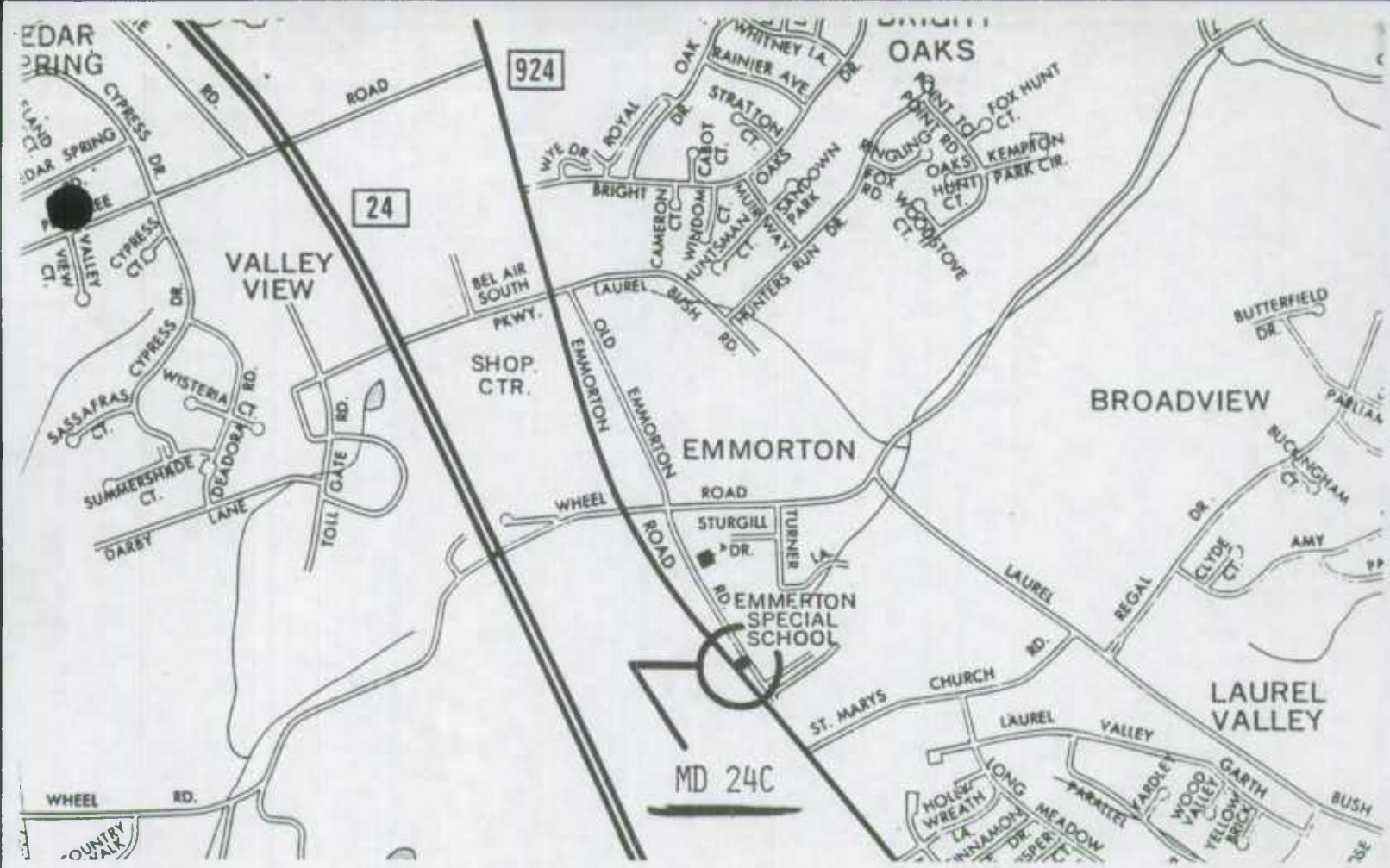
CRH:AEA:kmk

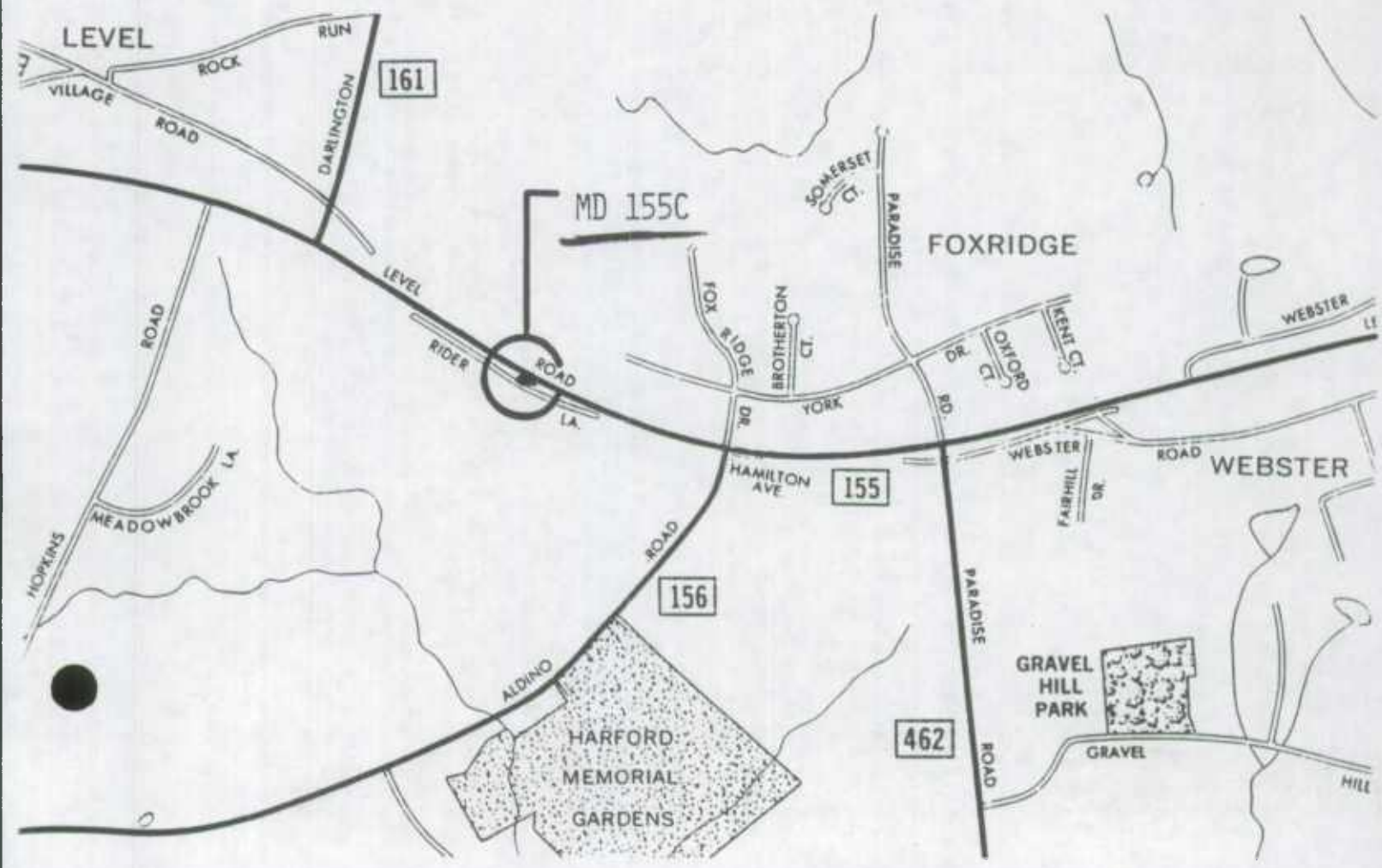
cc: Mr. William T. Baker, Jr.
Mr. Russ Yurek


HILLSDALE ELEM. SCH.
HILLSDALE
DAWN CT.
JOYCE CT.
EDMUND AVE.
AVON ST.
OXFORD AVE.
CAMBRIDGE AVE.
HARLAN AVE.
WALKER ST.
CLAYTON ST.
WEBB
NOTTINGHAM DR.
SUNNYSIDE DR.
AMES ST.
LIESKES LANE
ROAD
STEPNEY
STEPNEY RD.
SICKLE LA.
TRANSPORTATION
EXT.
Grays
CSX
Creek
MITCHELL
LA.
SPESUTIA
OLD
STEPNEY RD.
LOFLIN RD.
PULASKI HIGHWAY
40
159
7
715
TRAILER PARK
PERRYWOOD
WILLSHIRE DR.
MAYBERRY DR.
TEAKE LA.
PERRYWOOD DR.
CRANBERRY RD.
Cranberry
RYMAN ROAD
Run
SHORT
OLD
PHILADELPHIA
LANE
ABERDEEN INDUSTRIAL CENTER
HARFORD COUNTY
ROAD TRANSFER
State to County


HILLSDALE ELEM SCH
HILLSDALE
DAWN CT.
JOYCE CT.
EDMUND
AVON
OXFORD
CAMBRIDGE
CLAYTON ST.
CORNWALL
WEBB
WALKER ST.
DRIVE
CAMBRIDGE AVE
NOTTINGHAM DR.
HARLAN AVE
WALKER ST.
SUNNYSIDE DR.
JAMES ST.
PHILADELPHIA
OLD
SHORT
715
159
7
40
4
LANE
ABERDEEN INDUSTRIAL CENTER
HARFORD COUNTY
ROAD TRANSFER
State to County
TRAILER PARK
HIGHWAY
PULASKI
LOFLIN
RD.
ROAD
STEPNEY
LIESKES
LANE
SICKLE LA.
STEPNEY RD.
EXT.
TRANSPORTATION
Run
Grays
Creek
CSX
PERRYWOOD
OLD STEPNEY RD.
SPESUTIA
LA.
MITCHELL
WILLSHIRE DR.
MAYBERRY DR.
TEAKE LA.
PERRYWOOD DR.
CRANBERRY RD.
Cranberry
BRYMAN


Joins Map 12
1,020,000 FT
A
B
C
D
E
F
G
H
MD ROUTE 155-A and MD ROUTE 155-B
LEVEL ROAD
155
156
22
ALDINO ROAD
HARFORD CO AIRPARK
LEVEL TERRACE
HOLLY HOUSE
MEADOW
Swan
Mill
Br.
Run
Coalbranch
GLENVILLE RD
WOOLSEY DR
AVE
WHITE THORN WAY
Churchville ES
Churchville Recreation Complex
Holy Trinity
Drive in Theater
WOODSIDE
WOODSIDE DR
SHA
South Chapel
MAHAN
Carsins
RUN
STEPNEY
GILBERT
ALDINO
BOWMAN RD
ELMA RD
TIMOTHY DR
HAWK RD
HOPKINS RD


924
24
VALLEY VIEW
SHOP. CTR.
EMMORTON
BROADVIEW
EMMORTON SPECIAL SCHOOL
MD 24C
LAUREL VALLEY
WHEEL RD.
ROAD
LAUREL BUSH RD.
BEL AIR SOUTH PKWY.
OLD EMMORTON ROAD
STURGILL DR.
TURNER LA.
TOLL GATE RD.
DARBY LANE
CYPRESS DR.
SASSAFRAS CT.
WISTERIA RD.
DEADORA CT.
SUMMERSHADE CT.
CYPRESS CT.
VALLEY VIEW CT.
ST. MARYS CHURCH RD.
LAUREL VALLEY
GARTH
BUSH
REGAL DR.
CLYDE CT.
AMY
BUCKINGHAM CT.
BUTTERFIELD DR.
HUNTERS RUN DR.
FOX HUNT CT.
KEMPTON PARK CIR.
WOODSTOVE CT.
FOX RD.
OAKS
STRATTON CT.
RAINIER AVE
WHITNEY LA.
ROYAL OAK DR.
WYE DR.
CAMERON CT.
WINDOM CT.
HUNTSMAN CT.
CABOT CT.
BRIGHT
SANDOWN PARK
MUIR WAY
HOLLOW WREATH LA.
LONG MEADOW DR.
PARATEE
FARDLEY
WOOD VALLEY
YELLOW BRICK


LEVEL
VILLAGE ROAD
ROCK RUN
161
DARLINGTON ROAD
MD 155C
LEVEL ROAD
RIDER LA.
FOXRIDGE
SOMERSET CT.
PARADISE RD.
FOX RIDGE DR.
BROTHERTON CT.
YORK DR.
OXFORD CT.
KENT CT.
WEBSTER ROAD
WEBSTER
FAIRHILL DR.
HAMILTON AVE
155
156
ALDINO ROAD
HOPKINS ROAD
MEADOWBROOK LA.
HARFORD MEMORIAL GARDENS
462
PARADISE ROAD
GRAVEL HILL PARK
GRAVEL HILL

EXTRAS

CO 1620 ✓ NM CHG "WOODBRIDGE CENTER WAY" NOW "BUSINESS CENTER WAY"

MD 7 RELOCATION MP 10.44 - 11.32

OLD SECTION MD 7 STILL UNDER CONST.

CO 425 LOFLIN RD UNDER CONST - EXT AND RESURFACING - MAY BE DONE WHEN CO & MP. ARE SENT OUT

OP 321 PETERS LA NO CHG EXCEPT FOR T/E

CO 330 STEPNEY RD MP 3.95 - 4.23 NOW STEPNEY RD EXT, NI (93-3A) SET

ALSO T/W CHG MP 3.92 - 3.95

I made no change to any Road on The old section of MD 7. They should be worked up after the old section of MD 7 is inventoried

MD 715

OK

DEPARTMENT OF TRANSPORTATION

№ 04453

RECEIVED

STATE HIGHWAY ADMINISTRATION

OF MARYLAND

Baltimore, Md.

NOV 25 1991

HIGHWAY INFORMATION SERVICES DIVISION

PERMIT NUMBER
B-H-4453-91

DATE OF ISSUE
November 19, 1991

ROUTE
715

EXPIRATION DATE
November 19, 1992

PERMISSION IS HEREBY GIVEN:

HICKORY RIDGE ROUTE 40 LIMITED PARTNERSHIP, C/O KMS GROUP INCORPORATED 8808 CENTRE PARK DRIVE, SUITE 300, COLUMBIA, MD 21045, ATTN: MR. J. RICHARD O'CONNELL, VICE PRESIDENT AND MR. JOSEPH J. SCHREIBER, JR., DEVELOPMENT MANAGER, PHONE: 301-992-7228, so far as the State Highway Administration has the right and power to grant same, to reconstruct the interchange of MD 715 and U.S. 40; to include U.S. 40 auxiliary lane widening, U.S. 40/Ex. north spur ramp connector, MD 715/Ex. north spur ramp connector, north main ramp, Ex. north spur ramp, MD 715 extension and widening improvements to Hickory Drive into the Hickory Ridge Industrial Park.

Unless otherwise specified below, construction shall be in accordance with Maryland State Highway construction standards, specifications and the attached plan, as revised in red, copies of which are on file in this office.

It is agreed and understood that the issuance of this permit shall be construed to indicate complete acceptance of the specifications and terms outlined therein, unless the permittee notifies the State Highway Administration to the contrary within ten (10) days from the issued date.

IMPORTANT:

Notify Mr. Jacob Byrd, Permit Inspector, State Highway Administration, Brooklandville, Maryland (Phone: 301-321-3457) 48 hours in advance of commencing work, and prior to each successive stage of work.

AND

Make notifications in accordance with sections 1:Utilities and 5:Traffic prior to commencing work.

NOTE: If prior notice has not been given, it will be necessary to immediately suspend work for a minimum period of 24 hours to allow time for notification to the proper agencies.

It is necessary that a copy of the SHA's Permit be on the job site at all times, in order that the Permittee's personnel and/or the Permittee's Contractor is in a position to comply with the requirements of the permit. The Permit Inspector shall have the option of closing down projects where the Permittee's representative does not have a copy of the permit on the job site and/or is not familiar with the contents of the permit.

At the discretion of the District Engineer, a SHA inspector may be assigned to this construction. It is agreed and understood by the acceptance of this permit, that the Permittee shall reimburse the SHA for the full cost of this inspection. The bill for the service shall be paid within thirty (30) days after receipt of same.

In the event that there is a tree, or group of trees growing within the SHA right-of-way encompassed by the limits of the proposed work area as described elsewhere in this permit, the Permittee is advised that they are fully responsible for contacting the MD. Department of Natural Resources-Forest Service, Phone: 301-836-1551, to determine their obligation under the Annotated Code of Maryland, Title 08-Subtitle 07, Chapter 02-Roadside Tree Care.

It shall be the responsibility of the Permittee to obtain any and all other permits, approvals, etc., from the appropriate party or agency that may be necessary to exercise the directives of this permit.

Any deviations and/or adjustments as may be required at time of construction, shall be constructed in accordance with the approval of and as directed by the SHA Permit Inspector.

If there is a discrepancy between the actual elevations and the elevations shown on the plan, the grades of the proposed curbing and paving shall be established by using the actual elevation of the road edge.

If the entrance area is to be used for construction traffic prior to completion of the entrance, a standard stabilized construction entrance (SCE-1) shall be constructed at the direction of the SHA Permit Inspector.

As part of this permit, permission is hereby granted to plant in the area behind the roadside curb. The permittee and/or owner in addition to the responsibility of planting, shall maintain the plants at a maximum height of 18", and the plants shall be trimmed so they will not overhang the outside edge of the concrete curb. Where grass is planted, it shall be mowed and trimmed periodically to insure a neat appearance.

1. UTILITIES: The permittee shall be responsible for the necessary relocation of all utilities prior to the construction of pavement stipulated under this permit. Relocations shall be accomplished

under a separate permit issued by the SHA District Utilities Engineer, Mr. William Schreiber, Brooklandville, MD, phone: 321-3456.

A letter from the Permittee acknowledging and agreeing to the financial responsibility regarding the relocation or adjustment of utilities, is being made a part of this permit.

Any new underground utilities being installed to serve this development shall be constructed prior to any paving.

Notify "MISS UTILITY", Phone: 1-800-257-7777, 48 hours in advance of any construction to have underground utilities staked and marked in the field.

2. PAVING: Paving (on a sub-base, acceptable to the Chief Engineer or his representative) to consist of one of the following:

(a) 3" (nominal) bituminous concrete surface (two 1 1/2" courses),
6" (nominal) bituminous concrete base (two 3" courses),

(b) 3" (nominal) bituminous concrete surface (two 1 1/2" courses),
4" (nominal) bituminous concrete base,
6" base course using graded aggregate base, GA Base,

(c) 3" (nominal) bituminous concrete surface (two 1 1/2" courses),
4" (nominal) bituminous concrete base,
7" base course using bank-run gravel base, BRG base,

(d) 3" (nominal) bituminous concrete surface (two 1 1/2" courses),
5" (nominal) sand asphalt base,
12" borrow excavation, Type III,

(e) 3" (nominal) bituminous concrete surface (two 1 1/2" courses),
4" (nominal) bituminous concrete base,
12" borrow excavation, Type III,

OR

(f) approved typical section of improvements shown on plan sheet 2 of 17, as revised in red.

Shoulder Paving Only:

(g) 1 1/2" (nominal) bituminous concrete shoulder surface course,
3 1/2" (nominal) bituminous concrete shoulder base course,
8" dense graded stabilized aggregate shoulder base course

All fill areas must be tested to obtain S.H.A. approval for proper compaction in accordance with S.H.A. standards and specifications.

Each course of roadway or shoulder paving options (a) through (g) above, to be thoroughly compacted with a road roller of not less than eight (8) tons in weight or as directed by the Engineer.

Paving for the deceleration lane along U.S. 40 for the north main ramp exiting traffic to start at the limit of curb (station 1507+02.48) for the Edmund Street acceleration lane and continue to the north main ramp "P.T." (Station 1497+04.43 U.S. 40 deceleration = ramp P.T. station 31+27.43). The deceleration lane shall have 12 feet width of lane and 10 feet width of shoulder except for the last 150 feet which shall transition to a 15 foot wide lane to tie into the north main ramp width while maintaining the 10 feet wide shoulder. The deceleration lane shall have cross-slope of 2% (1/4":1') and have a two foot extension into the shoulder. The shoulder shall have a cross-slope of 6% (3/4":1'). The supporting slopes shall be graded on a 8:1 for 16 feet and the cut or fill slopes should then slope as shown on the approved typical shown on sheet 2 of 17. This deceleration lane shall tie-into the U.S. 40 edge of roadway paving.

The north main ramp station 19+20.66 to station 31+27.43 shall be 15'-0" in width with a normal cross-slope of 2% (1/4":1') or at the cross slope indicated on the super elevation chart (sheet 10 of 17) at the applicable transition station with a maximum full super of 10'-0" width of outside shoulder with 6% cross-slope and a 4'-0" width of 6% (3/4":1'). This ramp shall have a 10'-0" width of outside shoulder with a 6% cross-slope and 4' 0" width of inside shoulder on a 4% cross-slope. Shoulder slopes will transition to 2% on the high side of full super main roadway section. This ramp will have 6:1 safety grading slopes of 12'-0" width on both sides of the ramp section and then slope to the existing ground on the approved cut or fill slope indicated on the typical sheet 2 of 17. The north main ramp and shoulder paving shall be in accordance with the approved typical detail 'A', with main roadway extension into shoulder as as shown. This ramp width shall transition from 15 feet to 12 in 150 feet from it's tie-in (sta. 19+20.66) at MD 715 extended.

MD Route 715/existing north spur ramp connector shall be a two lane 24 foot wide exit from MD 715 extended to the existing north spur ramp (Sta. 10+00 p.c. to sta.13+64± pavement tie-in to the north spur) with 10'-0" shoulders on each side as shown on the plans. The connector is modified at the existing north spur ramp intersection with a concrete island separator for the 25 foot wide right-turn ramp movement and the 12 wide left-turn slot as shown on the plans. Pavement edge elevations are as

shown on plan sheet 9 of 17. This connector section will tie into the adjacent ground with 6'- 0" 4:1 slope and the 2:1 cut or fill slope on each side as applicable.

MD Route 715 extended (station 84+34.33 to station 87+14.68) shall be a four lane (two-way) 48 foot wide roadway section with a left-to-right cross slope of 4.8% (see pavement edge chart for MD 715 on plan sheet 10 of 17) and 10'-0" shoulders with 6% cross-slope on the low side and 2% cross-slope on the high side. The section will include 12'-0" of 6:1 safety grading on each side and tie-in slope for cut and fill sections as shown of typical plan sheet 2 of 17. The Hickory Drive intersection and pavement connecting road stubs will be completed as shown on the plan sheet 4 of 17.

Paving for the westbound section of Md 715 extended (station 87+14.68 to station 89+50.15) will have 24 feet of roadway (two westbound lanes) and 10 foot wide shoulders as shown on plan sheet 4 of 17 and would be essentially one-half of the previously described four lane section of MD 715 extended. Pavement edges for this section are listed on plan sheet 10 of 17.

The paving for MD 715 extended between the above section and the existing MD 715 north spur ramp "tie-in" (station 89+50.15 to station 92+87±) will be a 12 foot wide westbound lane extension from the existing westbound roadway/spur ramp to U.S. 40 to the tie-in merge of the north main ramp. This roadway lane will have a 10'0" shoulder on the right and the north main ramp section on the left of the increasing stations. Pavement edges are shown on the MD 715 chart on plan 10 of 17 and typicals section, plan 2 of 17.

Widening along existing MD Route 715 to provide a left-turn lane and thru eastbound lane (station 98+82.71 to station 105+25) is shown on the typical section plan 2 of 17 and varies in width (24' to 14') with actual roadway widening of 12'± to face of new curb (removal of existing curb required). This section will have a normal 2% cross-slope as shown on the typical and pavement edge chart.

Pavement widening of the existing north spur ramp (station 19+60.78 to station 25+40.32±) varies. The ramp widening will be an extension of the existing ramp cross-slope, which is 6% at full super (see chart on plan 10 of 17 and typical on plan 2 of 17). Widening is basically 21 feet± with removal of existing curb and new curb construction along the new widened edge.

Pavement widening of the U.S. 40/existing spur ramp connector (station 13+45.60 to station 19+60.78) varies between 4 feet and 13 feet and is an extension of the existing ramp cross-slope (see chart on plan 10 of 17). The existing curb will be removed and, in addition to the widening, (see detail 'A' on the typical sheet 2 of 17) 10 feet wide traffic bearing shoulder will be constructed on the same extended cross-slope. This section will have 12 feet of 6:1 safety grading and tie into existing ground using the curb/fill slope design shown the typical.

Pavement widening along U.S. 40 for an acceleration lane from the ramp connector (above) to Cranberry Run (station 1467+15 to station 1479+63.65) varies between 0' and 24' with a cross slope of 2% (see pavement edge chart plan 11 of 17) with a 10' wide to 0' wide shoulder on a 6% cross-slope (see typical sheet 2 of 17 and plan sheet 3 of 17). This section shall have 16' wide, 8:1 safety grading and tie into existing ground using the cut/fill slope shown on the typical.

Pavement widening of the north spur (station 200+57 to station 204+32.83) varies from 0 feet to 12 feet and involves removal of existing ramp curb, and widening on the existing cross-slope extended with new curb construction (see typical section sheet 2 of 17, plan sheet 5 of 17 and pavement edge chart 9 of 17 for paving, dimensions and elevations). This spur will have a channelized 30 foot wide connection to MD 715.

All of the improvements outlined herein and shown on the plans shall be constructed in accordance with the terms of the permit, permit construction plans, S.H.A. standards and specifications, actual field conditions and direction of the S.H.A. Inspector.

The area around the curb radii to be so graded as to insure positive drainage. New paving shall tie smoothly into the existing paving.

All existing paving disturbed during construction of the work covered by this permit shall be replaced in kind, subject to approval of the SHA Permit Inspector.

3. CURBS: Existing curb to be removed, as required, to the nearest construction joint. Channelization to consist of Type "A" combination curb and gutter (1'-0" gutter pan), constructed in accordance with the plan.

Roadside face of curb to be constructed on the alignment and grade shown on the plans and typicals. The area behind the curbs shall be graded and sodded or seeded.

It shall be the responsibility of the Permittee to have the Permit Inspector inspect the forms prior to the pouring of any concrete curbing.

All forms used in the curb work shall be steel except in the radius returns. The forms shall be prepared and placed in accordance with SHA standards and specifications. Concrete curbs shall have construction joints at 10′ intervals and shall be constructed in accordance with SHA standards and specifications. All joints to be sealed and/or caulked with SHA approved materials. All curbs to have a minimum of 3 1/2′ compacted earth backing for support, sloping up 1/2" per foot from top of curb for a minimum of 3 1/2′, thence on a slope not in excess of 2:1.

Sub-base for chosen paving option shall be extended underneath the curb and gutter section.

Islands and medians shall be constructed of standard Type "A" combination concrete curb and gutter and paved with 4" of mix #2 concrete.

All existing curbing disturbed during construction of the work covered by this permit, shall be replaced in kind, subject to approval of the SHA Permit Inspector.

4. DRAINAGE: Positive and controlled flow of storm water run-off to a suitable outfall, without ponding or erosion damage, shall be obtained. All existing structures shall function while work is in progress as well as upon completion of work. Should any disturbance be made to existing drainage ditches or structures, it shall be necessary to restore the ditches or structures to their original condition by cleaning out, resodding and/or paving, whichever is deemed applicable by the SHA Permit Inspector. All drainage structures, and construction incidental to drainage, shall not be deviated from without written permission from this Administration.

All inlets on the State highway shall be approved SHA standard structures. Storm drain structures and connections shall be constructed as indicated on the plan and as directed by the SHA Permit Inspector.

The Permittee shall be responsible for the placement of any sediment and erosion control devices that may be necessary during the construction of the improvements outlined in this permit.

So that no increase in storm water run-off is generated by this development into Route U.S. 40 or MD 715; proper storm water management plans should be reviewed and approved by the County, Soil Conservation Districts and/or Water Resources Administration and implemented by the Permittee.

Should proper "Storm Water Management" not be included by Permittee in development of the property, and upon being damaged by increased storm water run-off from the development, the SHA will institute legal proceedings to prevent a recurrence of such situations to protect the public's safety and to seek reimbursement for any damages sustained. As part of this permit, we are attaching and including the declaration of easements and protective covenants for Hickory Ridge Industrial Park that have been submitted by the KMS Group (Permittee). These require future lot owners in this Industrial Park to submit hydraulic computations to SHA for review and approval.

5. TRAFFIC: All work accomplished under this permit shall be controlled by the traffic control plan, (sheet 16 of 17) developed by the Permittee and approved by the SHA; and in accordance to the attached special provisions Traffic-1 (revised 12/4/87).

Any work related to lane markings, signage, and/or traffic control as appropriate for this permit must be coordinated with the SHA Assistant District Engineer-Traffic, Mr. Darrell Wiles, phone: 321-3514, at least 5 days prior to taking any action.

Work within and adjacent to the travelled way once initiated, shall be completed in successive days. All work is to be accomplished between the hours of 9:00AM and 4:00PM.

Boxing out the entrance/shoulder area in preparation for paving is to be accomplished in accordance with "Paving Instructions" outlined in the attached Special Provisions for Traffic Control.

"One Way Signs" and A standard SHA stop sign (Standard Type 48"x48") are to be placed at the MD Route 715 intersection with the Ex. North Spur Ramp connector in accordance with the plan or as directed by the SHA Permit Inspector, at the sole expense of the Permittee and/or others, but not the SHA.

If the existing lane markings on the State highway must be eliminated so that new lines compatible to the widening constructed under this permit may be installed, the Permittee shall be résponsible for the elimination of the lines by a method approved by the Assistant District Engineer - Traffic.

TRAFFIC SIGNALS:

If conditions dictate the installation of a traffic signal, all work shall be subject to SHA requirements. The Permittee should contact the Assistant District Engineer-Traffic promptly to obtain approval for any signal work. (It normally takes 60 to 90 days for the SHA to approve such requests).

Traffic signal construction activities are to be supervised by the SHA Office of Traffic, Division of Traffic Operations.

Traffic signals may be required by the Administrator and his authorized agent for installation after review and consideration of recommendations by the Office of Traffic, based on an engineering investigation and analysis in conformance with the latest requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the U.S. Department of Transportation, Federal Highway Administration.

All signals on the State Highway System shall be approved for installation and functional operation through the Assistant District Engineer -Traffic.

PUBLIC STREETS

For traffic signal installations approved for an intersection created by the construction of a local road or highway less than five years old, the local government and/or the permittee will be responsible for the full cost of installation.

Installations approved for an intersection that has been in existence for five years or more, both the SHA and the local government and/or the Permittee will share in the full cost of the installation, with the shares being determined on a per leg basis.

6. SURETY: A surety in the amount of $900,0000.00, has been posted in the form of a letter of credit No. 8475, dated October 22, 1991, payable to the State of Maryland, with the MERCANTILE SAFE DEPOSIT AND TRUST CO., 2 HOPKINS PLAZA, BALTIMORE, MD, 21201, is being made a part of this permit.

7. FEE: Engineering fee in the amount of $50.00, in the form of check No. 5126, dated August 15, 1991, and drawn on the 1st American Bank of Maryland from the account of The KMS Group Incorporated is being made a part of this permit.

8. MISCELLANEOUS:

(a) All additions and/or revisions to plans in red are being made a part of this permit.

(b) No obstructions shall be placed on or within the SHA right-of-way without the written permission of the SHA or its duly authorized agent. Violators shall be liable to prosecution for committing a misdemeanor.

(c) All mud and debris tracked and/or spilled on the State highway shall be removed promptly to eliminate potential hazards.

(d) Graded cut and fill slopes in the public right-of-way are to be sodded or seeded and mulched.

(e) In the fill areas where the grade of slope exceeds 3:1, and the elevation exceeds 5', standard "W" beam guard rail is required as directed by the SHA Permit Inspector.

(f) Maintenance of the area, beyond the roadside flowline, etc., shall be the full responsibility of the permittee and/or owner or Lessee.

(g) Vehicular access to and from the subject site by the public, for the purpose of conducting business for the permitted use of the property, shall not be allowed until such time as the work herein specified has been fully completed in accordance with the permit.

(h) It shall be the responsibility of the permittee to restore the right-of-way to its original condition if development is initiated, but abandoned before completion.

(i) **It shall be the responsibility of the Permittee to notify the Permit Inspector's office upon completion of the work, so a final inspection may be made.** Upon receipt of notification that all work required under the terms of this permit has been completed, this Administration will return the letter of credit to the permittee and so notify the bank.

(j) The Permittee shall fully meet and faithfully perform his, theirs, or its obligations in completing the work for which this permit is issued and shall, in a manner satisfactory to the SHA complete the work described in this permit. The obligation under the permit remains in effect until the work described in the permit has been approved or accepted by the SHA.

Failure to complete the outlined construction within the allotted time, may result in one of the following actions:

1. Work on the entrance not started and property not in commercial use:

   Permit may be revoked.

2. Work not completed, or failure to comply with the permit provisions:

   With no prior notice to the permittee, the SHA may proceed to immediately fulfill the terms of this permit and all administrative, engineering, and construction costs shall be chargeable to the funds posted with the administration. The Permittee shall be responsible for any additional costs in excess of the posted funds.

(k) It is agreed and understood that the issuance of this permit constitutes a binding contract by the Permittee to perform the work specified herein, and upon failure of the permittee to so perform, the SHA may perform or cause to be performed, the aforesaid work at the sole expense of the Permittee.

(l) In the event that work is required, or that work is started and not completed, the SHA is authorized to enter upon the property of the

Permittee if necessary, to perform or complete the work. The Permittee shall save harmless the SHA and its agents, or representatives and will not interfere with the construction.

(m) If due to circumstances beyond the control of the Permittee, (weather, strikes, etc.), the permittee cannot complete the work in the allotted time; the SHA may grant an extension of time within which the terms and conditions of the permit are to be fulfilled. A copy of the extension will be forwarded to the bank and Permittee for concurrence. Concurrence of the bank and Permittee will be assumed if written objections are not received within ten (10) days from the date of extension.

(n) It is agreed and understood by the acceptance of this permit, that the entrance constructed under the terms of this permit shall be for the sole and exclusive purpose of providing access for the use of the property, as indicated and described on Page 1 of this permit. Any expansion and/or modifications of the development, or change of use, will require the approval of the SHA and may require the owner or developer, to obtain a new commercial entrance permit to modify or reconstruct the entrance in accordance with the SHA requirements, which are in effect at that time, and deemed necessary by the Administration.

(o) The permittee, by the acceptance of this permit, agrees to indemnify and save harmless the State and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of work stipulated in the permit or on account of any act or omission by the permittee and/or its authorized representative, or as a result of faulty, inadequate or improper temporary work during construction, or on account of the use, misuse, storage or handling of explosives. The permittee shall be responsible for all damages or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct, in the manner or method of executing said work satisfactorily or due to the non-execution of said work or at any time due to defective work or materials and said responsibility shall continue until the work has been fully completed and fully accepted in accordance to the terms of this permit.

It is agreed and understood by the acceptance of this permit that where streets, entrances or approaches are involved, their approved location is not to be accepted by inference that a cross-over will be constructed and/or allowed through a median or grass plot in the event this highway should be developed and/or constructed as a dual highway or divided highway.

In the event future road improvements require the removal and/or adjustment of this service, the cost shall be borne by the permittee.

The permittee shall absolve the State Highway Administration from any claims or damage arising from any condition caused by the construction outlined in this permit.

SIGNS: No signs or lights will be permitted on or to overhang the State Highway Administration right of way.

Said work to be completed within 365 days from the date hereof.

Permission to place a utility or structure within the limits of the right of way of a bridge or highway is revocable by the State Highway Administration.

The work hereby permitted shall be done under the supervision and to the satisfaction of the State Highway Administration, with the State Highway Administration reserving full control over said roads or highways and the subject matter of this permit.

STATE HIGHWAY ADMINISTRATION

Hal Kassoff
Administrator

Charles Robert Olsen
Chief Engineer

LMM

John Contestabile, Chief
Engineering Access Permits Division

SHA 61.6-3
Rev. 12-2-87

The KMS Group, Inc.

8808 Centre Park Drive
Columbia, Maryland 21045

301·730·9092 Baltimore
301·596·1199 Washington
301·740·1174 FAX

Writer's Direct Dial Number:

RECEIVED
SEP 18 1991
ENGR. ACC. PER. DIV.

September 10, 1991

State Highway Administration
Bureau of Engineering Access Permits
Maryland Dept. of Transportation
707 North Calvert Street
Baltimore, Maryland 21203

Re: Hickory Ridge
Industrial Park

Dear Sir:

Please let this letter serve as notice that Hickory Ridge Route 40 Limited Partnership will accept responsibility for the relocation of any utility poles and road signs as required to complete work in connection with the application for the above location.

Please feel free to contact me with any questions you may have.

HICKORY RIDGE - ROUTE 40
LIMITED PARTNERSHIP

By: CPI Hickory Ridge, Inc.
General Partner

By: J. Richard O'Connell
J. Richard O'Connell
Vice President

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS FOR HICKORY RIDGE INDUSTRIAL PARK

THIS FIRST AMENDMENT TO DECLARATION, made this _____ day of _____, 1991, by **HICKORY RIDGE-ROUTE 40 LIMITED PARTNERSHIP**, a Maryland limited partnership (the "Declarant").

WHEREAS, Hickory Ridge-Route 40 Limited Partnership is the named "Declarant" under that certain Declaration of Easements and Protective Covenants for Hickory Ridge Industrial Park dated July 2, 1991 as recorded among the Land Records of Harford County, Maryland in Liber 1724, Folio 603 ("Declaration"); and

WHEREAS, the Declaration was intended to bind, benefit and burden the property as therein described; and

WHEREAS, Article VII, Section 7.2 of the Declaration provides in part that the Declaration may be amended or modified at any time by a vote of the Owners of eighty percent (80%) of the Net Acreage of the Property (as those terms are defined in the Declaration); and

WHEREAS, Declarant is the owner of approximately sixty percent (60%) of the Net Acreage within the Property and has obtained the affirmative vote of Frito-Lay, Inc. as to the content of this Amendment, Frito-Lay, Inc. owning approximately forty percent (40%) of the Net Acreage within the Property; and

WHEREAS, Declarant accordingly amends said Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarant and its successors and assigns by the covenants and restrictions as set forth in the Declaration, the Declarant acting pursuant to Article VII, Section 7.2 of the Declaration does hereby amend the Declaration as follows:

Amend Article IV, "Development Standards and Protective Covenants" by the addition of the following new Section 4.4, namely:

"Section 4.4 Approval By Maryland State Highway Administration.

All site improvement plans for development of portions of the Property, only as they relate to grading, drainage and hydraulic issues affecting adjacent state roadways and attendant culverts and other facilities to be located on portions of the Property other than Lot 2 or designed not to serve Lot 2, directly or indirectly, in whole or in part, shall be submitted in advance for review and written approval by the Maryland State Highway Administration, Hydraulic Section ("SHA"), or any successor agency or department, and no work relating to such site improvement plans shall commence until written approval of said plan is received. All approvals required hereunder shall not be unreasonably withheld, delayed or conditioned by the SHA and in the event the SHA shall neither approve or disapprove any such site improvement plans within thirty (30) days of receipt of same, such failure to act shall be deemed approval of the site improvement plans as submitted."

All other terms, covenants, and restrictions as set forth in the Declaration not hereinbefore amended are ratified and

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Declaration under seal as of the date first above set forth.

ATTEST:

HICKORY RIDGE-ROUTE 40 LIMITED PARTNERSHIP, a Maryland limited partnership
By: CPI Hickory Ridge, Inc., its General Partner

_____

By: _____ **(SEAL)**
Vice President

STATE OF MARYLAND, COUNTY OF Baltimore:

BEFORE ME, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Richard C. Carroll Vice President of CPI Hickory Ridge, Inc., a Maryland corporation, acting in its capacity as General Partner of HICKORY RIDGE-ROUTE 40 LIMITED PARTNERSHIP, a Maryland limited partnership, and acknowledged that he, as such Vice President, being authorized so to do, executed the foregoing document on behalf of said Limited Partnership by signing the name of the corporation by himself as such Vice President.

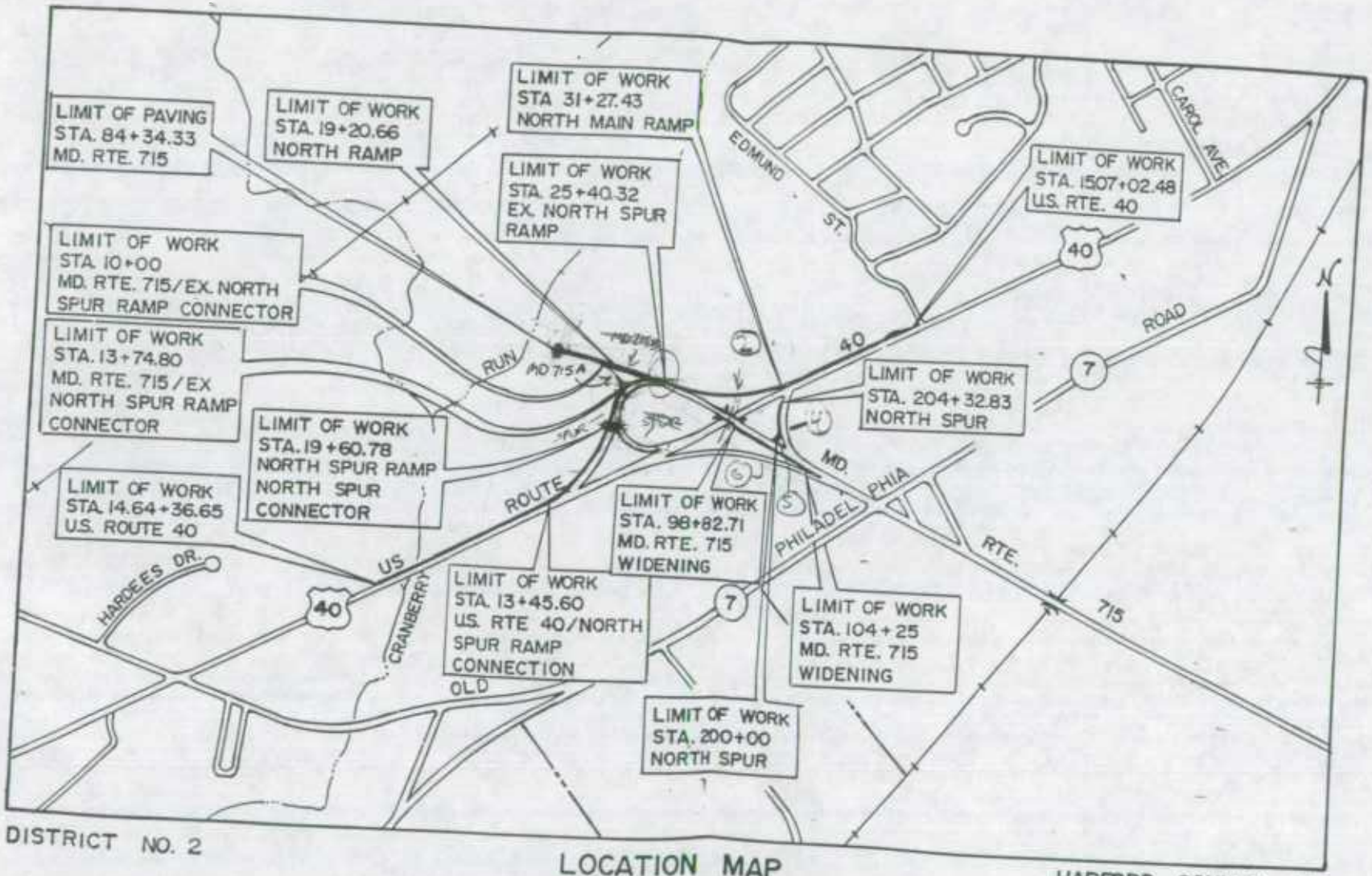
WITNESS my hand and notarial seal this 22nd day of October, 1991.

_____
Notary Public

My Commission Expires: 1/1/94

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney:

_____
John Harris Gurley, Esquire



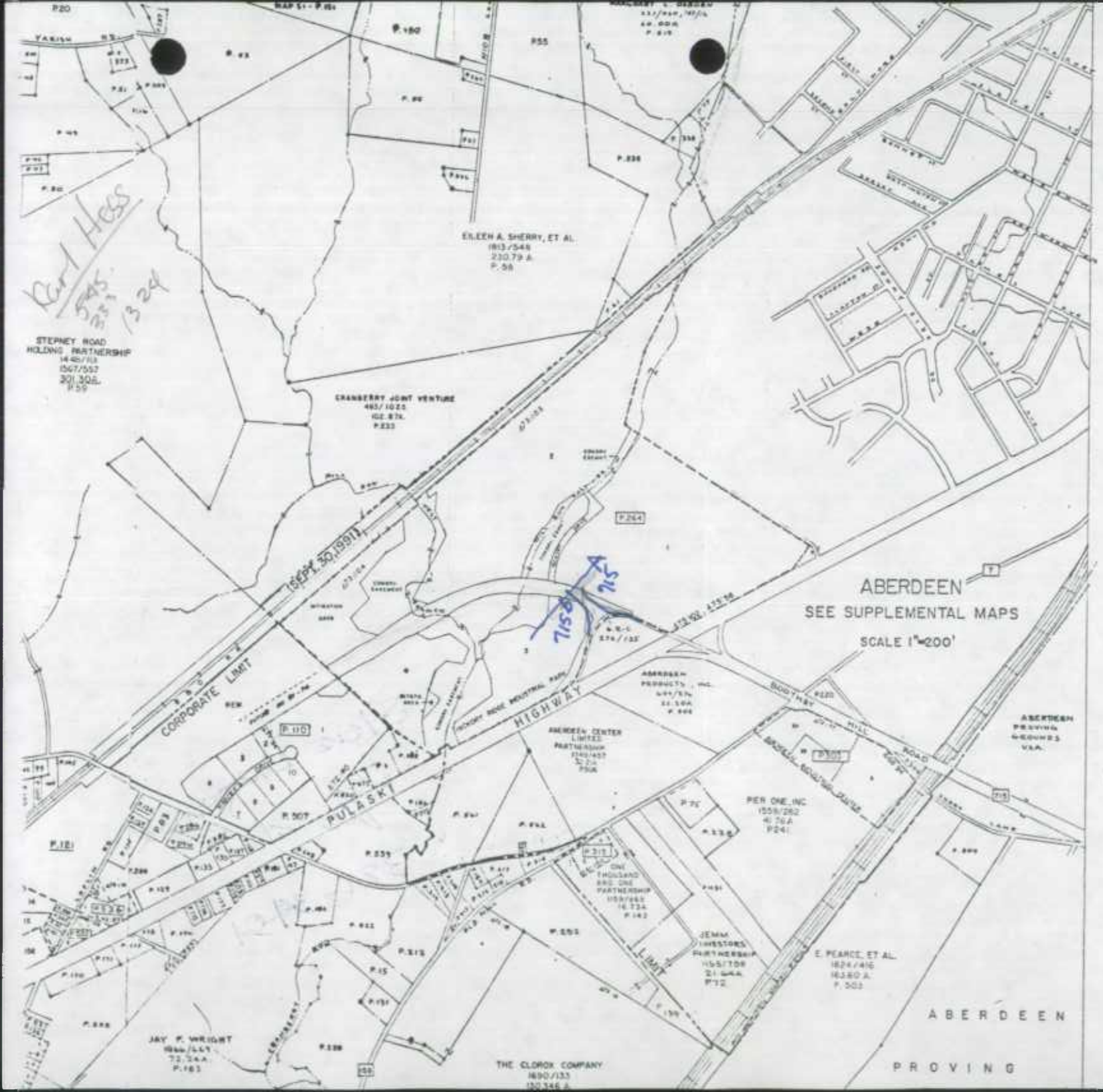
DISTRICT NO. 2

LOCATION MAP

HARFORD COUNTY MD.

0 800' 1600'

SCALE 1" = 800'


ABERDEEN
SEE SUPPLEMENTAL MAPS
SCALE 1"=200'
EILEEN A. SHERRY, ET AL.
STEPNEY ROAD HOLDING PARTNERSHIP
CRANBERRY JOINT VENTURE
CORPORATE LIMIT
PULASKI HIGHWAY
ABERDEEN PRODUCTS, INC.
ABERDEEN CENTER LIMITED PARTNERSHIP
PER ONE, INC.
ONE THOUSAND AND ONE PARTNERSHIP
JEMM INVESTORS PARTNERSHIP
E. PEARCE, ET AL.
JAY F. WRIGHT
THE CLOROX COMPANY
ABERDEEN PROVING GROUNDS
ABERDEEN PROVING
609
606
603

Steve Dragovich
Pkg 4
324-2401

Maryland Department of Transportation
State Highway Administration

O. James Lighthizer
Secretary

Hal Kassoff
Administrator

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

September 28, 1993

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated August 23, 1993, between the State Highway Administration and the City of Aberdeen, Harford County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

1. State Highway Administration to the City of Aberdeen:

MD Rte. 132-B East Bel Air Avenue - from road end (at Amtrak) to Post Road and Post Road from east Bel Air Avenue to MD Rte. 22.

E. Bel Air Ave. - part of Mu 0160 (.00-.16)
Post Rd. - part of Mu 1130 (.44-.74) Total Mileage: 0.46± miles

The effective date of transfer shall be on or before June 30, 1993.

Said agreement had previously been executed by the Mayor of the City of Aberdeen and approved as to form and legal sufficiency by Assistant Attorney General, Libby Reamer.

KO:RMP:cej

cc: Mr. A. Ault
Mr. M. R. Baxter
Mr. D. A. Bochenek
Mr. W. E. Brauer III
Mr. A. M. Capizzi
Mr. D. A. Clifford
Mr. J. M. Contestabile
Mr. G. Courtney
Mr. R. L. Daff, Sr.
Mr. R. D. Douglass
Mr. L. H. Ege, Jr.
Ms. R. E. Elliott
Mr. R. J. Finck
Mr. E. S. Freeman
Mr. C. R. Harrison
Mr. T. Hicks
Ms. E. Homer
Mr. G. S. Jannetti
Mr. H. Kassoff
Mr. J. Kelly
Mr. J. S. Koehn
Mr. C. Larson
Mr. J. O. Leyhe
Mr. R. Lipps
Mr. W. McKean
Mr. J. Miller
Mr. J. T. Neukam
Mr. K. Oelmann
Mr. C. R. Olsen
Mr. E. T. Paulis, Jr.
Mr. N. J. Pedersen
Mr. G. Rapisarda
Mr. J. Ross
Mr. L. Schultz
Mr. K. G. Shelton
Mr. D. J. Strausser
Mr. L. Swift
Mr. J. E. Thompson
Mr. R. Yurek
R/W Secretary File

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

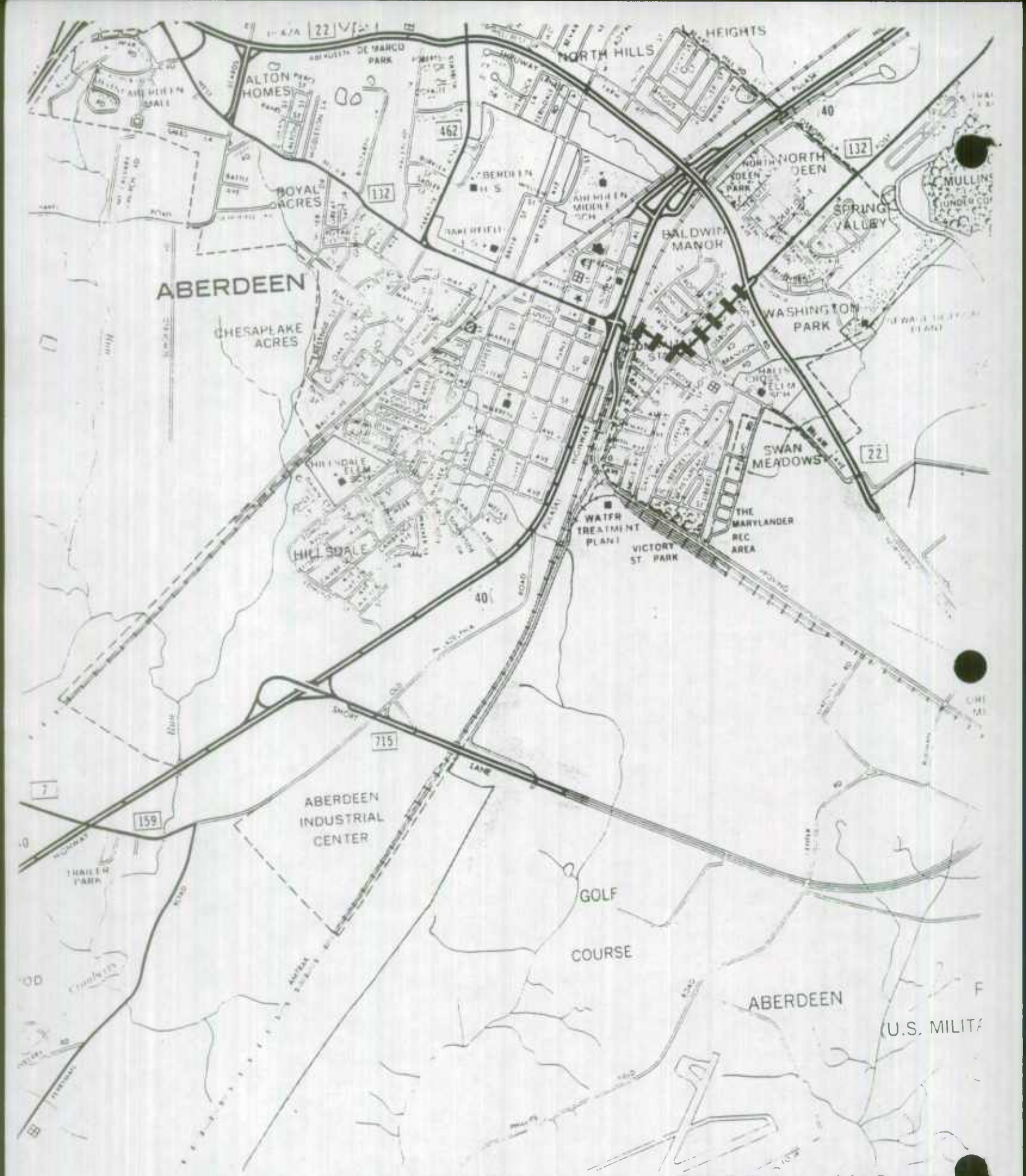


EXHIBIT A

MD Rte. 132-B To be transferred from State to City of Aberdeen shown thus: ▮▮▮▮▮

MARYLAND GENERAL HIGHWAY

STATEWIDE GRID MAP

MAP NO. B-14

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR, HAL KASSOFF
THURSDAY, OCTOBER 22, 1992

* * * * *

Administrator Kassoff executed the following deed on October 22, 1992, which was previously approved as to form and legal sufficiency by the Office of Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated, and more fully described in the deed:

GRANTEE	CONVEYANCE	IN ACCORDANCE WITH
City of Aberdeen	Conveyance of 10.46 acres, plus or minus, located on the northeast side of MD Rte. 22 (Aberdeen Thruway), south of MD Rte. 132 on the east side of Aberdeen in Harford County. Contract No. H-268-001-441 Plat: 44617	Transportation Article Section 8-309.

cc: Ms. E. L. Homer
Mr. C. R. Olsen
Mr. C. J. Stickles (attachments)
Mr. J. Mahorney
Mr. J. T. Neukam
Mr. J. Cortezi
Mr. W. Wilkerson
Mr. P. J. Weidefeld (deed & attachments)
Mr. J. M. Engle
Mr. C. R. Harrison
S.R.C. Secretary's File (w/signed copy of deed)
S.R.C. Harford County File (w/ attachments)

APPROVED BY BPW
11/18/92

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

January 19, 1990

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated January 11, 1990, between the State Highway Administration and Harford County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Harford County

MD 7F (formerly a portion of MD 7) from MD 7, near Bush Declaration Management Area, easterly to road end near MD 543 Relocated, a distance of 0.~~23~~ 0.25± miles.

MD 7G (formerly a portion of MD 7) from road end west of Belcamp Road to road end east of Belcamp Road, a distance of 0.47± miles.

MD 543A (Creswell Road) from MD 7 westerly to road end near Interstate Route 95, a distance of 0.31± miles.

MD 543B (Harford Furnace Road) from road end near Interstate Route 95 westerly to MD 543 relocated, a distance of 0.69± miles.

MD 755 (Emmorton Road) from US 40 northerly to MD 24 near Interstate Route 95, including bridge structures #12019 and #12020 over Winter's Run, a distance of 1.25± miles.

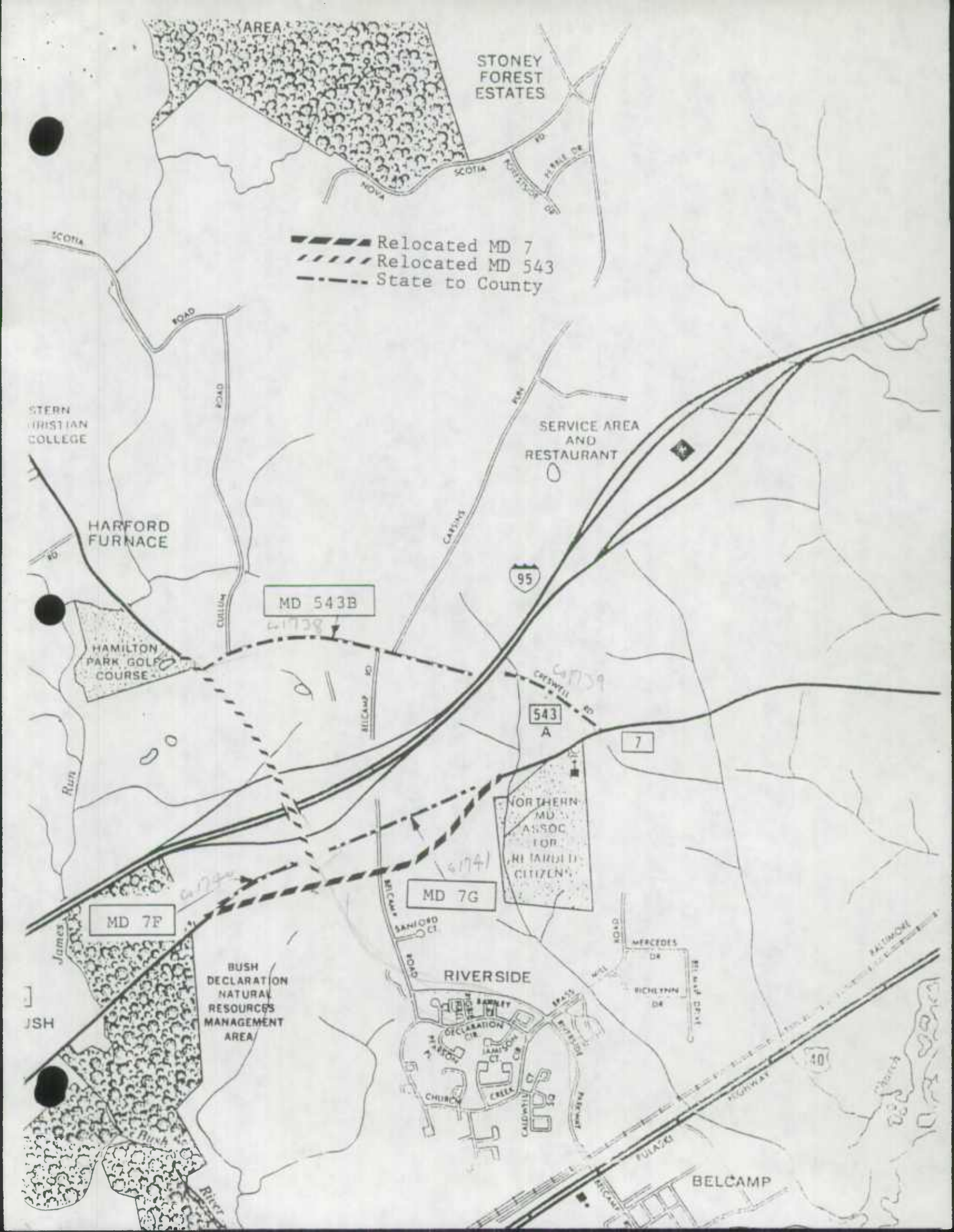
The effective date of transfer of MD 7F, MD 7G, MD 543A and MD 543B shall be upon completion of construction of the interchange of Maryland Route 543 with Interstate Route 95. The effective date of transfer for MD 755 shall be upon completion of construction, by a third party, of Riverside Parkway between US Route 40 and relocated Maryland Route 7 and the acceptance of said Riverside Parkway into the State Highway System by the SHA District Engineer.

The County has agreed to permit the Administration to continue to use the above portion of Emmorton Road in order to direct motorists from Interstate Route 95 to services (food, fuel and lodging) located along US Route 40.

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

A map indicating the roads being transferred is attached.

JH:ELD

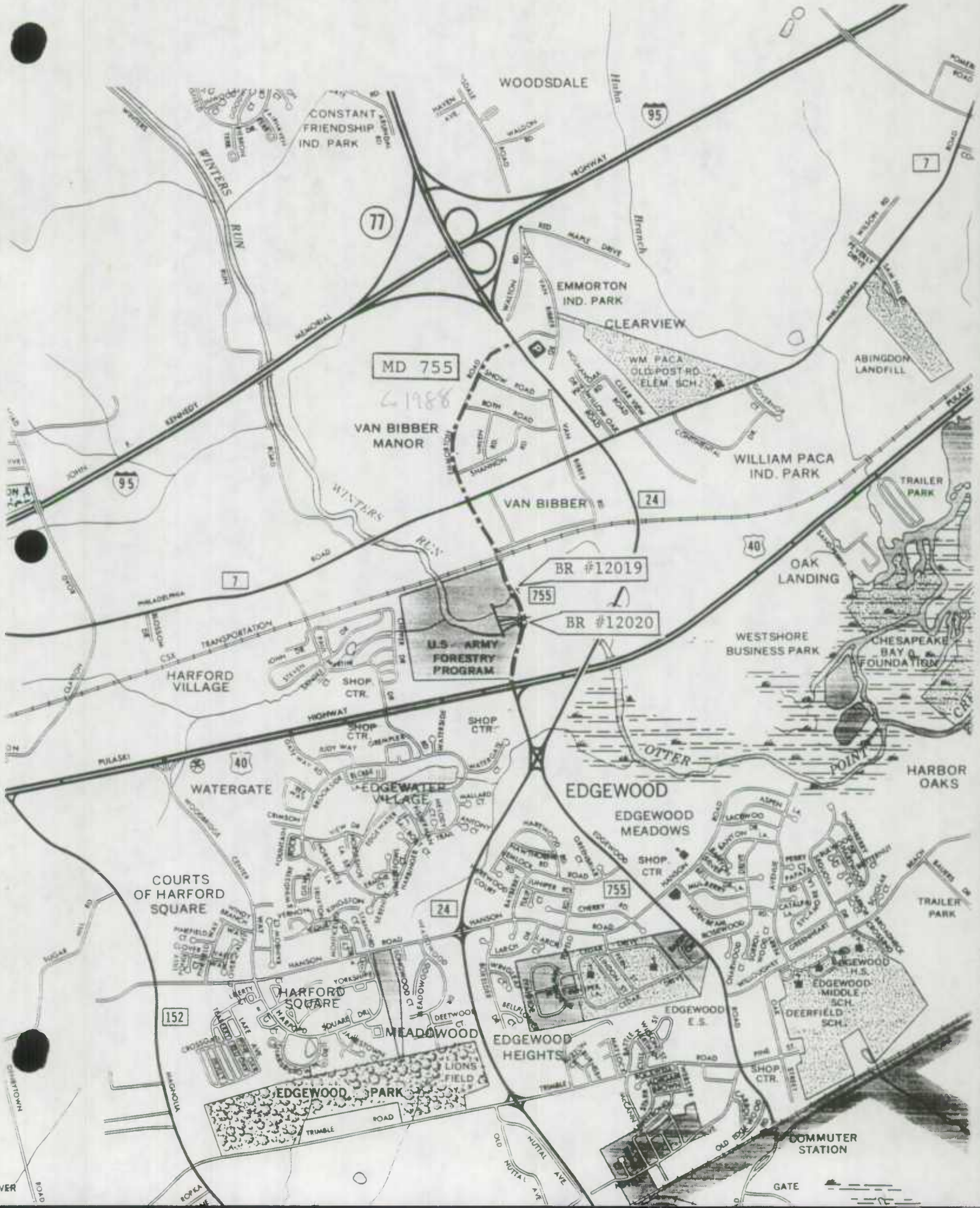

AREA
STONEY FOREST ESTATES
Relocated MD 7
Relocated MD 543
State to County
STERN CHRISTIAN COLLEGE
SERVICE AREA AND RESTAURANT
HARFORD FURNACE
95
MD 543B
HAMILTON PARK GOLF COURSE
543 A
7
NORTHERN MD ASSOC FOR RETARDED CITIZENS
MD 7G
MD 7F
BUSH DECLARATION NATURAL RESOURCES MANAGEMENT AREA
RIVERSIDE
BELCAMP
40

Distribution List

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

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

State to County



.2 5262

DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

OF MARYLAND

Baltimore, Md.

PERMIT NUMBER
B-H-5262-94

DATE OF ISSUE
March 28, 1994

ROUTE
40

EXPIRATION DATE
March 28, 1995

PERMISSION IS HEREBY GIVEN:
BLC PROPERTIES, INC., ATTN: WILLIAM GILBERT, PRESIDENT, 49 THIRD STREET BELCAMP, MD 21017, PHONE: 410-575-6730, so far as the State Highway Administration has the right and power to grant same, to construct the extension of Riverside Parkway in a southeast direction for approximately 0.67 miles over CSX Rail Transport and U.S. 40, with interchange loop ramps in the southeasterly quadrant of the grade separated road crossing, which will provide access to and from U.S. Route 40 at the Bata Land Company Properties located on the north and south sides of (Route U.S. 40) and west and east sides of the proposed Riverside Parkway Extension. Pulaski Highway (U.S. 40) is to be widened to provide deceleration and acceleration lanes for the connecting interchanges ramps and median paving for shoulder and left-turn lane as indicated on the plans. The project includes, but is not limited to:

--- Construction of a steel girder bridge, including grading, drainage and paving of the approaches on each end of the proposed structure as shown on the plans.

--- Construction of Riverside Parkway from plan station 3+57.84 to 18+63.21 and from Station 22+39.71 to 39+00. Also, construction of Creamery Lane and temporary Belcamp Road connection. This roadway construction includes grading, drainage, paving, traffic signalization, lighting signing and pavement markings as shown on the plans.

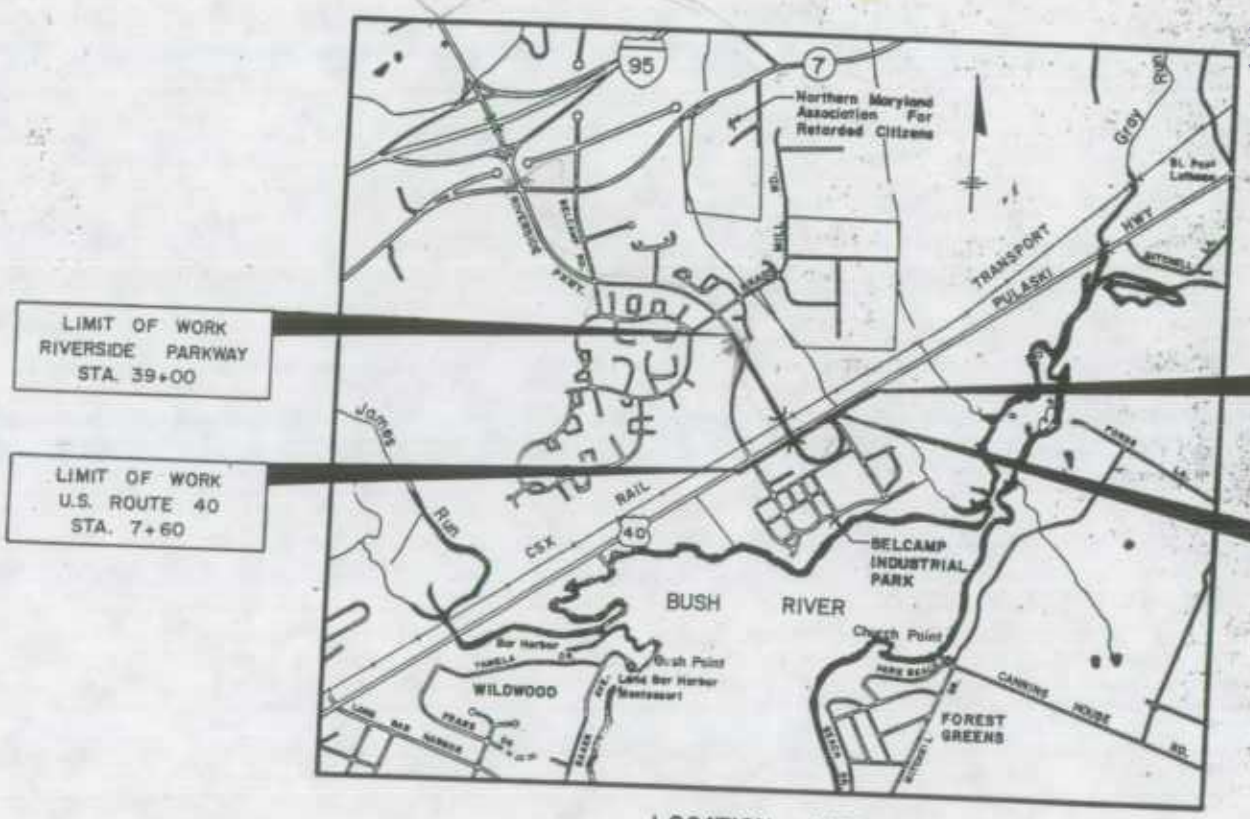
--- Construction of a gabion basket retaining wall along U.S. 40 as shown on the plans.

--- Construction of a storm water management area to include grading, drainage, and outfall ditch as shown on the plans.

Unless otherwise specified below, construction shall be in accordance with Maryland State Highway construction standards, specifications, project special provisions the approved permit plans and all agreements, copies of which are on file in this office.

It is agreed and understood that the issuance of this permit shall be construed to indicate complete acceptance of the specifications and terms outlined therein, unless the permittee notifies the State Highway Administration to the contrary within ten (10) days from the issued date.

RIVERSIDE PARKWAY AT U.S. ROUTE 40 INTERCHANGE



LOCATION MAP
SCALE : 1" = 2000'

EROSION AN
WILL BE

LEON J.

Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Hal Kassoff
Administrator

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

Date: May 2, 1995
B-H-5262-94(Permit #)
BW-624-802-412(Bill Work #)
MDE: 94-90070
Harford County. Riverside Parkway at US Rte. 40 Interchange. Grade Separated Interchange over US 40 & CSX Railroad. BLC Properties (formerly Bata Land Company).

Mr. P. Daniel Sullivan
Vice President-Land Development
BLC Properties
49 Third St.
Belcamp, MD 21017

Dear Mr. Sullivan:

On Wednesday April 26, 1995, we held a Semi-Final inspection of the above referenced contract. At this inspection we developed a punch list which included but is not limited to problems with the finish of the deck of the new structure. We did authorize a traffic switch, which placed vehicles on the new bridge in order to construct the remainder of the project.

On May 3rd at 10:00 a.m., the Bridge Dept. will inspect the deck of the new structure. Upon completion of all remaining work and the existing punch list, a Final inspection will be scheduled.

The April 26, 1995 inspection constitutes acceptance for maintenance.

Please contact Brian Dolan with any questions you may have.

Sincerely,

Charles R. Harrison
Metropolitan District Engineer

CRH:BDD:jt
cc: B. Pontier
D. Ramsey
B. Lynch
R. Burns
J. Byrd
J. McMahon
D. Wiles
C. Watkins
R. Yurek
P. Mack
B. Dolan
C. Stover
D. Bond
J. Narer

My telephone number is _____

to: Gloria Shepard HISD
✓ OK

Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Hal Kassoff
Administrator

Date: September 14, 1995
B-H-5262-94(Permit #)
BW-624-802-412 (Bill Work #)
Harford County.
Riverside Parkway at US Rte. 40 Interchange. Grade Separated Interchange over US 40 & CSX Railroad. BLC Properties (formerly Bata Land Co.)

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

Whiting Turner Contracting Co.
300 East Joppa Road
Towson, MD 21286

Gentlemen:

This is to notify you of the acceptance for maintenance on 9/8/95 of the above noted project by the State Highway Administration. You are hereby relieved of any further responsibility for maintenance on this project.

Final acceptance of this contract will be given as soon as materials clearance is given by the State Highway Administration Laboratory and the attached Punch List is complete.

It is anticipated that the final quantities on all items will be computed by 12/8/95 and will be ready for your inspection at that time.

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

You may now apply for a semifinal estimate on this project. Your request for a semifinal estimate should be accompanied by consent of surety. Please also fill out the "Attachment to Semifinal Payment Request" form.

Sincerely,

Charles R. Harrison
Metropolitan District Engineer

CRH:ah
cc:

Chief Engineer	Deputy Chief Engineer-Maintenance
Hwy Info. Services Division	Deputy Chief Engineer-Construction
Sketchbook Reviewer	Deputy Chief Engineer-Materials & Research
Area Engineer C. Stover	Asst. Dist. Engr. - Maintenance
Project Engineer-D. Bond	Chief, Construction Inspection Division
EEO Officer-D-4	Chief, Construction Contracts Section
Utility Engineer-D-4	Northern Regional Laboratory
District Engineer-F.H.W.A.	Office Engineer-Maintenance
Asst. Director-Office of Finance & Program Mgmt.	Chief, Div. of Accident Studies
	Construction Division
Access Permits	

My telephone number is _____

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
MONDAY, SEPTEMBER 18, 1989
* * *

Administrator Kassoff executed the following road conveyance deed, dated September 18, 1989, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the Grantee named, the road conveyance as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Commissioners of Aberdeen	Former Md. Rte. 7 (Old Philadelphia Rd.) in Harford County from Md. Rte. 159 (Perryman Rd.) to N. of Md. Rte. 715 (Short Lane); File No. 72369-C, Proj. H-56 (Stepney to Perryman).	Request of Grantee, with approval of Harford Co. & District Engineer Olsen. Legal authority found in Transportation Article Section 8-304.

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

* section of MD 7 Transferred To County SRC min. 11/23/55
* part Transferred To municipality in 1966 Road improvement Reports.

see deed (over)

COPY

BINDING MARGIN

STANDARD DEED FROM STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION (A)
& BOARD OF PUBLIC WORKS OF MARYLAND

JOHN SNA-83.00-28D (Rev. 7-1-77) (1) OFFICE OF REAL ESTATE
STANDARD DEED Item No. 72369-C

THIS ROAD CONVEYANCE DEED XXXXXX Made this 15th day of September in the year 1989

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,

THE COMMISSIONERS OF ABERDEEN

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 Harford County(XX), 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

H-56 Md. Rte. 7 (Old Philadelphia Road) from Md. Rte. 159 (Perryman Rd.) North to Md. Rte. 715 (Short Lane)

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 "BUL", "BUN", and 5264 (Revised 4/9/42)

which Plat(s) XX (have) been recorded among the Land Records of the aforesaid County(XX) 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 § 8-309 of the Transportation Article of the Annotated Code of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Highway Administration of the Department of Transportation.

NOW, THEREFORE, THIS DEED WITNESSETH:--That for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and quit claim unto

THE COMMISSIONERS OF ABERDEEN

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 2nd Election District Harford County(XXX) State of Maryland, and described as follows, to wit:--

SEE DESCRIPTION TITLED "RIGHT OF WAY CONVEYED BY THE STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION OF MARYLAND TO THE COMMISSIONERS OF ABERDEEN" ATTACHED HERETO AND MADE APART HEREOF

BEGINNING FOR THE

RIGHT OF WAY CONVEYED BY THE
STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION OF MARYLAND
TO
THE COMMISSIONERS OF ABERDEEN

Right of Way Project No.: H-56
Right of Wey Project: Stepney to Perryman

RE: Md. Rte. 7 (Old Philadelphie Roed) - from Md. Rte. 159
Perrymen Road) North to Md. Rte. 715 (Short Lane)

File No.: 72369-C

. . . . . .

THE GRANTORS DO HEREBY GRANT AND CONVEY unto the Commissioners of Aberdeen sll right, title end interest of the Grantore in and to the road of Md. Rte. 7 (Old Philedelphia Roed), together with the appurtenences thereto belonging or in anywiae appertaining, extending from Md. Rte. 159 (Parrymen Road) north to Md. Rte. 715 (Short Lane); the southerly terminus thereof being the southwesterly existing right of wey line of Md. Rte. 715, stetions 0+00, 0+26 (State Roede Commission plet "BUN"); the northerly terminue thereof being the southwesterly right of wsy line of Md. Rte. 715 (Short Lane), right of station 40 + 33 to right of station 12 + 60 (Stete Rosds Commission plet 5264, revised 4-9-42).

BEING PART OF THE BED of the roed of Md. Rte. 7 (Old Philedelphis Rosd).

BEING ALL OF THE LAND which by deed recordad September 29, 1927 smong the Land Records of Herford County in libar no. 206 folio 148 wes conveyed by Julien Mitchell to the State of Marylend to the use of the State Roede Commission of Marylend.

BEING A FORTY (40) foot Highway Eesement as granted by the Acts of 1787, Chepter 29.

THE ABOVE DESCRIBED ROADWAY BEING depicted, in-part, on Stete Rosds Commieeion of Maryland's plete lettered "BUL" and "BUN" and State Roeds Commiseion of Marylend's plet numbered 5264 (revised 4-9-42), recorded or intended to be recorded smong the Land Records of Harford County.

DISK 2
01/15/89

BINDING MARGIN

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

ALL THE LAND AND PREMISES, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line", as shown and/or indicated, on State Highway Administration' Plats Numbered

all of which plats are made a part hereof, and which are duly recorded, or intended to be recorded among the Land Records of the aforesaid County(ies).

The right to create, use and maintain on the area of the land shown hatched thus on the above designated plats, such slopes as are necessary to retain and support the highway and/or adjacent property; it being agreed between the parties hereto,however, that at such time as the contour of the land over which this slope easement is retained is changed so that the easement required for slopes is no longer necessary to retain, support or protect the highway construction within the area retained as aforesaid in fee simple, then said easement for slopes shall cease to exist.

The perpetual right to create, use and maintain on the area of the land shown cross-hatched thus on the above designated plats, such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Highway Administration to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway.

The perpetual right to discharge the flow of water from such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Highway Administration to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway (either within the areas shown cross-hatched thus or within the limits of the areas hereinbefore retained in fee simple) into existing waterways or natural drainage courses, as indicated by the symbol and/or upon the existing ground, as indicated by the symbol at the outlet and of the drainage facilities so created by the Grantor, all of which are shown graphically and indicated by appropriate symbols and explanatory notations on the aforesaid plats.

ANY AND ALL RIGHT WHATSOEVER of the GRANTEES, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the lines which are designated "Right of Way Line of Through Highway", to the and that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and their remaining property across those lines which are so marked on the above mentioned plats, except by means of such public road connections as are authorized by law.

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

The perpetual right to erect and maintain,between October 1st and April 1st of each year, snow fences within 100 feet of the land hereby retained in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected or with growing crops.

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

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

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

BINDING MARGIN

( ) -- SHA-43.50-240

191

6-21-78)

HAVE AND TO HOLD the land and premises, hereinbefore described and mentioned, to the extent of the State's right, title and interest thereto, unto,

THE COMMISSIONERS OF ABERDEEN

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

AND THE GRANTEE(S) HEREIN, by the acceptance of this deed, do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing, it being the intention hereof to perpetuate all of rights and privileges retained by the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the property hereby conveyed and the remaining property of the "GRANTEE(S)" and shall be binding upon the "GRANTEE(S)", their heirs, successors and assigns, forever.

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

WITNESS:--

M. D. Flacum

STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION

By: ..... (SEAL)
State Highway Administrator
Hal Kassoff

Approved as to Form and Legal Sufficiency

..... (SEAL)
Assistant Attorney General

..... (SEAL)
Governor of Maryland
William Donald Schaefer

Concurred in by

..... (SEAL)
Comptroller of Maryland
Louis L. Goldstein

..... (SEAL)
Director, Office of Real Estate

..... (SEAL)
Treasurer of Maryland
Lucille Maurer

WITNESS:--

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

..... Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 18th day of November, in the year 1989 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

Hal Kassoff

State Highway Administrator and acknowledged the foregoing deed to be the act of the State Highway Administration and, at the same time, made oath in due form of law that he is fully authorized to execute and acknowledge the same.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

Barbara Smallwood
Notary Public

My Commission expires July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

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

..... - Governor of Maryland
..... - Comptroller of Maryland
..... - Treasurer of Maryland

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

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

..... Notary Public

My Commission expires .....

BINDING MARGIN

(9-21-79) ( ) -- SHA-63.00-26D (D)

HAVE AND TO HOLD the land and premises, hereinbefore described and mentioned, to the extent of the State's right, title and interest thereto, unto.

THE COMMISSIONERS OF ABERDEEN

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

AND THE GRANTEE(S) HEREIN, by the acceptance of this deed, do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing, it being the intention hereof to perpetuate all of rights and privileges retained by the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the property hereby conveyed and the remaining property of the "GRANTEE(S)" and shall be binding upon the "GRANTEE(S)", their heirs, successors and assigns, forever.

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

WITNESS:--

STATE HIGHWAY ADMINISTRATION, of the DEPARTMENT OF TRANSPORTATION

By: ..... (SEAL)
State Highway Administrator
Hal Kassoff

Approved as to Form and Legal Sufficiency

..... (SEAL)
Assistant Attorney General

Governor of Maryland
William Donald Schaefer

Concurred in by

..... (SEAL)
Comptroller of Maryland
Louis L. Goldstein

..... (SEAL)
Director, Office of Real Estate

Treasurer of Maryland
Lucille Maurer

WITNESS:--

..... Secretary

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 18th day of September in the year 1989 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

Hal Kassoff

State Highway Administrator and acknowledged the foregoing deed to be the act of the State Highway Administration and, at the same time, made oath in due form of law that he is fully authorized to execute and acknowledge the same.

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL.

Bathsheba Smithey
Notary Public

My Commission expires July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit: Anne Arundel

I HEREBY CERTIFY, that on this 7th day of December in the year 1989 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

William Donald Schaefer - Governor of Maryland
Louis L. Goldstein - Comptroller of Maryland
Lucille Maurer - Treasurer of Maryland

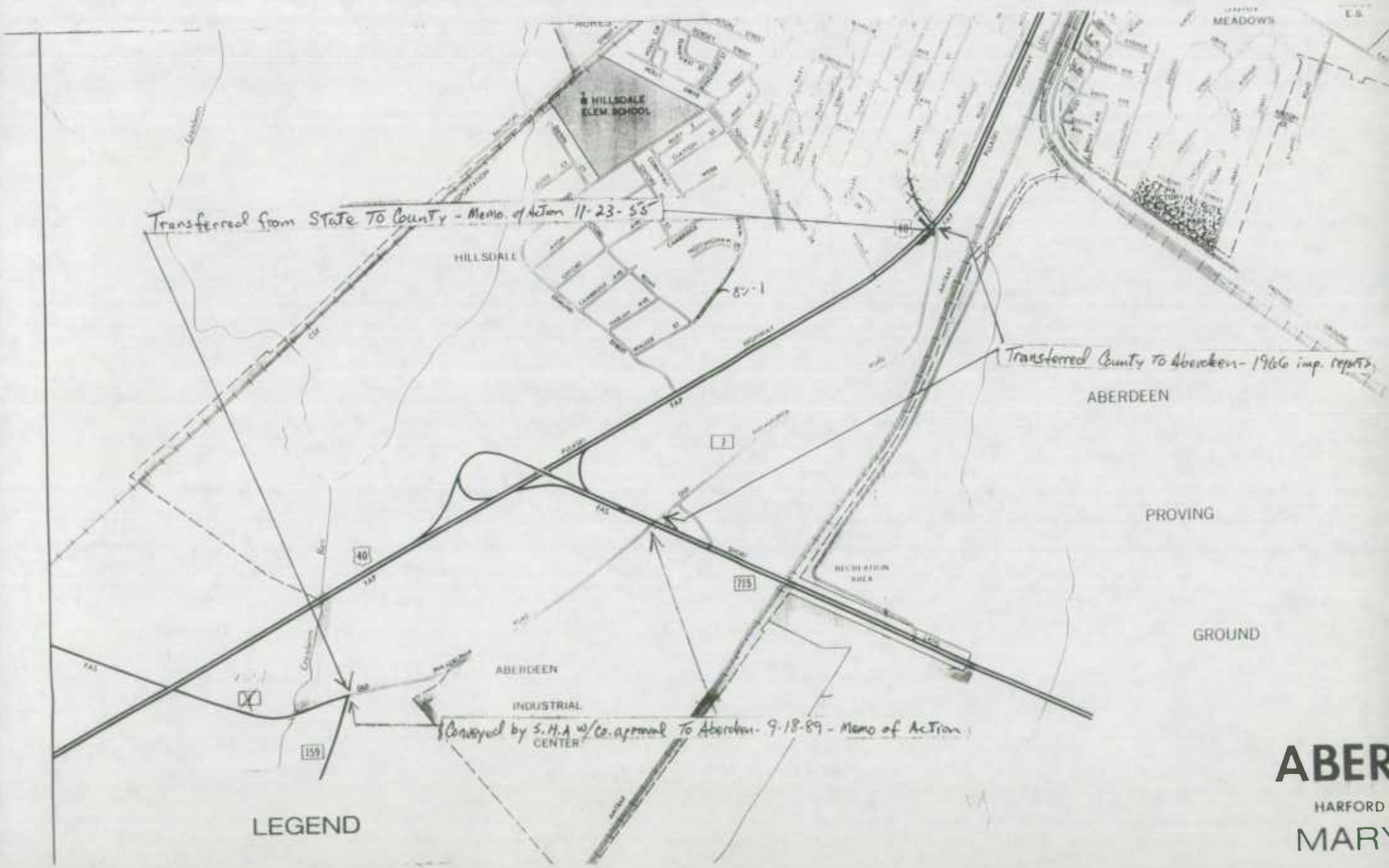
constituting the BOARD OF PUBLIC WORKS OF MARYLAND, and acknowledged the foregoing deed to be the act of the said Board of Public Works of Maryland.

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL.

Marion U. Boschert
Notary Public

My Commission expires 7-1-90


HILLSDALE ELEM. SCHOOL
MEADOWS
Transferred from State To County - Memo. of Action 11-23-55
HILLSDALE
Transferred County to Aberdeen - 1966 imp. reports
ABERDEEN
PROVING
GROUND
RECREATION AREA
ABERDEEN
INDUSTRIAL
CENTER
Conveyed by S.H.A w/Co. approval To Aberdeen - 9-18-89 - Memo of Action
LEGEND
ABER
HARFORD
MARY

RODRIGO

August 18, 1989

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

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

Dear Mr. Trainor:

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

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

Sincerely yours,

A. P. BARROWS

A. P. Barrows
Division Administrator

Enclosure

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

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

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

AGREEMENT CONCERNING ELIGIBILITY OF JOHN F. KENNEDY MEMORIAL HIGHWAY FOR FEDERAL-AID HIGHWAY FUNDS

THIS AGREEMENT, made this 14th day of August, 1989, by and between the MARYLAND DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "MDOT", the MARYLAND TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY", and the FEDERAL HIGHWAY ADMINISTRATION, UNITED STATES DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "FHWA";

WITNESSETH:

WHEREAS, under Section 6 of the Federal Highway Act of 1960 (Public Law 86-657, 86th Cong., July 14, 1960, 74 Stat. 522), the State of Maryland was allowed to repay to the Treasurer of the United States all Federal-aid highway funds paid to it by FHWA's predecessor, the Bureau of Public Roads, on account of the section of Federal-aid Interstate Route 95 in the State of Maryland from the Maryland-Delaware State line to a point in the vicinity of the Whitemarsh Interchange (intersection with Maryland Route 43) in Baltimore County, and

WHEREAS, upon the repayment of the above Federal-aid highway funds, the said section became free of any and all restrictions contained in Title 23 of the United States Code and in Title 23, Code of Federal Regulations, with respect to the imposition and collection

of tolls or other charges thereon or for the use thereof, and

WHEREAS, the said section of I-95 was thereafter operated by the State of Maryland as a toll road, and

WHEREAS, the State of Maryland has provided food, restroom, and information services by means of service plazas on the said section of highway since 1963, and

WHEREAS, on July 15, 1982, the AUTHORITY, pursuant to the laws of the State of Maryland, ceased collection of tolls on the entrance and exit ramps of said section of highway, and

WHEREAS, the section from Maryland State Route 279 to a point in the vicinity of the Whitemarsh Interchange, with the exception of the segment located between Maryland Route 155 and United States Route 222, is now free of tolls, and

WHEREAS, the lane miles and vehicle miles of travel on non-toll Interstate Highways are included in the annual computation of a State's Federal-aid highway apportionment under Section 104(b)(5)(B) of Title 23 of the United States Code and are thus available for funding projects under the "reconstruction, resurfacing, restoration, or rehabilitation" program (23 U.S.C. 119),

NOW, THEREFORE, the premises being as stated in the foregoing, it is hereby mutually agreed by and between the parties hereto as follows:

1. The MDOT and the AUTHORITY agree that Interstate highway I-95 in the State of Maryland, known as the John F. Kennedy Memorial

Highway from Maryland Route 43 in Baltimore County to Maryland Route 279, except for the segment between Maryland Route 155 in Harford County and U.S. Route 222 in Cecil County, shall always be free of tolls.

2. The MDOT and the AUTHORITY agree that neither party will add any points of access to, nor egress from, those sections of the John F. Kennedy Memorial Highway as described in paragraph 1 above, without prior written approval of FHWA. It is mutually agreed that the planned interchange at Maryland 543, currently under construction, will be permitted without the prior written approval of FHWA. It is further mutually agreed that the planned widening of the Highway south of Maryland 24 and the associated modifications of the Maryland 152 interchange, currently in the initial stages of construction, will be permitted without the prior written approval of FHWA.

3. The MDOT and the AUTHORITY agree that those sections of the John F. Kennedy Memorial Highway as described in paragraph 1 above, shall be maintained in strict accordance with the approved Maryland Interstate Maintenance Guidelines pursuant to 23 CFR 635, Subpart E and/or any other (then operable) legislation or regulation established relating to maintenance of the Interstate System.

4. The MDOT and the AUTHORITY agree that the design and construction of any improvements to those sections of the John F.

Kennedy Memorial Highway, as described in paragraph 1 above, will meet the then-current standards established for the Interstate System.

5. FHWA acknowledges that the principal lease governing private operation of the two service plazas in the State of Maryland on those sections of the John F. Kennedy Memorial Highway as described in paragraph 1 above is currently in force and will terminate on November 15, 2008. Upon the termination of the principal lease, each service plaza shall cease operations as commercial facilities unless permitted by then-current Federal law to remain commercial or the provisions set forth in paragraph 6, immediately below, shall take effect. After November 15, 2008, the facilities may be operated by the AUTHORITY as safety rest areas/information centers in accordance with 23 CFR 752, et seq.

6. The MDOT and the AUTHORITY agree that if the principal lease described in paragraph 5 above or any of the other leases associated with the referenced service plazas are extended, renewed, or rebid beyond November 15, 2008, without prior written approval of the FHWA, then paragraphs 1, 2,, 5 and 7 of the AGREEMENT shall immediately become void, but paragraphs 3, 4 and 6 will remain in full force and effect and any and all funds paid by FHWA after the date of this AGREEMENT for Federal-aid highway projects on any toll-free portion of the John F. Kennedy Memorial

Highway as described in paragraph 1 above shall immediately be repaid by the MDOT and/or the AUTHORITY to the Federal Highway Administration. The amount so repaid shall be deposited in the Highway Trust Fund for distribution to and use by all the States under the provisions of 23 U.S.C. 101, et seq.

7. Subject to the provisions set forth herein, the FHWA hereby agrees that those sections of the John F. Kennedy Memorial Highway, as described in Paragraph 1 above, will be treated in the same manner as any other free section of the Interstate System. As such, it will be eligible to receive Federal-aid funds in accordance with the provisions of Title 23 of the United States Code and will be included in the computations of the State of Maryland's annual apportionment of funds as set forth in 23 U.S.C. 104(b)(5)(B) for the Interstate System of Highways.

WITNESSES

MARYLAND DEPARTMENT OF TRANSPORTATION

Lisa Morris
As to the MDOT

By _____
Richard H. Trainor, Secretary

July 24, 1989
(Date)

MARYLAND TRANSPORTATION AUTHORITY

Lisa Morris
As to the AUTHORITY

By _____
Anthony P. Frate, Executive Secretary

July 24, 1989
(Date)

Approved as to the form
and legal sufficiency for
MDOT and the AUTHORITY

Steven H. Teisberg

Assistant Attorney General

FEDERAL HIGHWAY ADMINISTRATION,
U.S. DEPARTMENT OF TRANSPORTATION

Francis J. Lock

As to the FHWA

By Eugene R. McCormick, Eugene R. McCormick

Deputy Federal Highway Administrator

August 14, 1989

(Date)

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

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

Grantees	Conveyance	In Accordance With
Ridgeland Development Corp. & CDX Corp.	.217 A. excess land located on SS of Md. Rte. 543 (Fountain Green Rd.) at Crescent Knoll Drive in Harford Co.; former W. D. Amos prop., Item 18957, Proj. H-319-1-450.	Request of Bureau of Engr. Access Permits. After completion of new road, it will be conveyed by deed into the Harford Co. Road System as agreed.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. J. F. Mahorney (2)
Mr. C. R. Olsen
Mr. J. T. Neukam
Mr. R. A. Conway
Secretary's File
Project H-319-1-450

OK
2-88

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

November 9, 1987

Director Pedersen, Office of Planning and Preliminary Engineering, has approved the following State route number redesignations necessitated by the construction of relocated MD 24 in Harford County, Maryland:

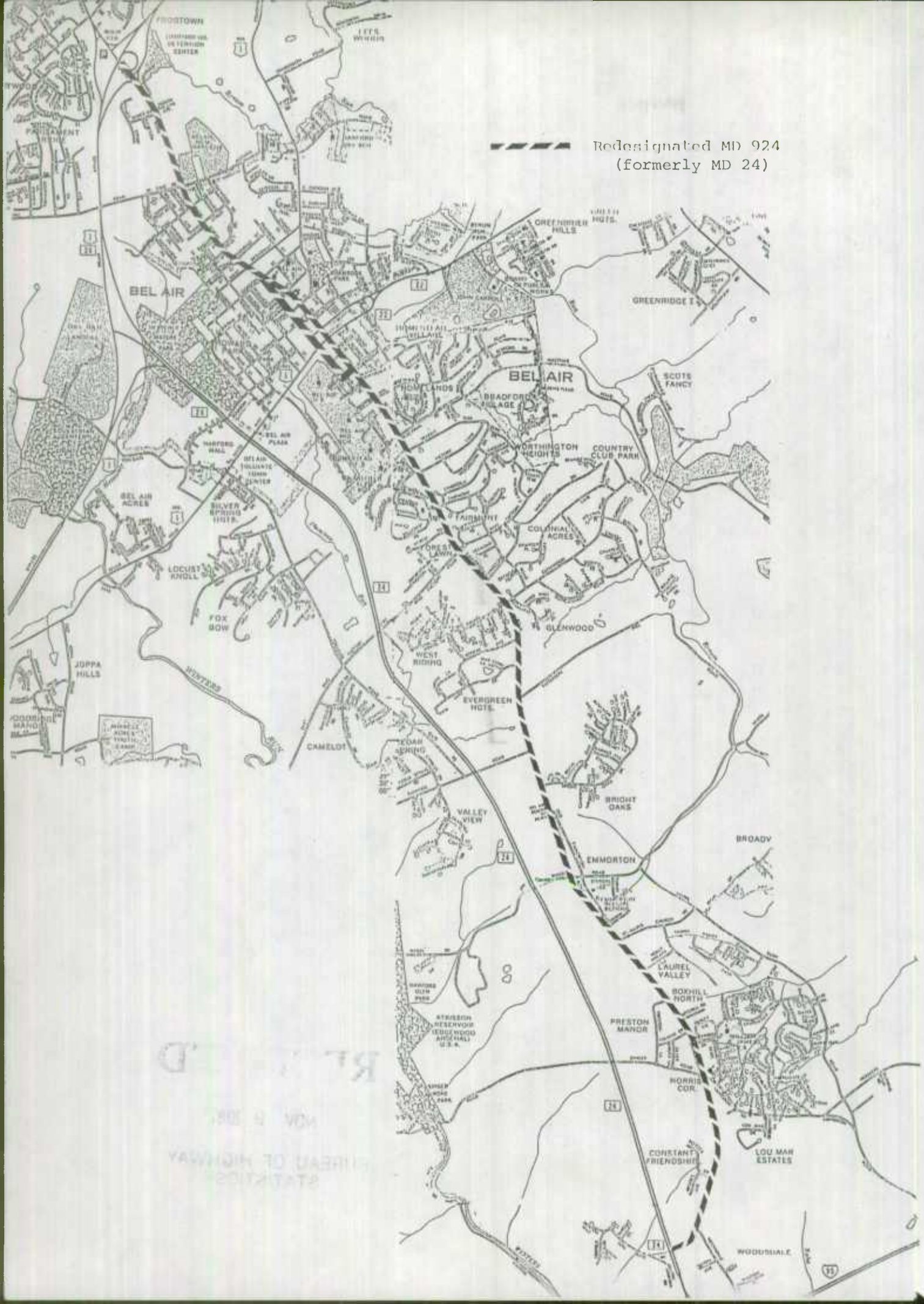
MD 24 - (new Emmorton Road) from Toll Gate Road to US 1, as constructed under SHA Contract H-520-501-470.

MD 924 - (formerly MD 24) from Toll Gate Road northerly to the US Route 1/MD 24 interchange, including the south-bound portion of MD 24 in Bel Air, for a total distance of 8.16± miles, which is to be field posted.

A map indicating these road segments is attached.

ATL:eld

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


Redesignated MD 924
(formerly MD 24)
FRIENDSHIP
BEL AIR
BEL AIR
HOWLAND
BRADFORD VILLAGE
WORTHINGTON HEIGHTS
COUNTRY CLUB PARK
SCOTS FANCY
GREENRIDGE
GREENHAVEN HILLS
HARFORD MALL
BEL AIR PLAZA
BEL AIR ACRES
SILVER SPRING HGTS.
LOCUST KNOLL
FOX BOW
COLONIAL ACRES
FOREST LAWN
GLENWOOD
WEST RIDING
EVERGREEN HGTS.
JOPPA HILLS
CAMELOT
CEDAR SPRING
VALLEY VIEW
BRIGHT OAKS
EMMORTON
BROADV
LAUREL VALLEY
BOXHILL NORTH
PRESTON MANOR
NORRIS COR.
CONSTANT FRIENDSHIP
LOU MAR ESTATES
WOODSDALE

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

October 7, 1987

Director Pedersen, Office of Planning and Preliminary Engineering, has approved the following State route number redesignations necessitated by the construction of relocated MD 24 in Harford County, Maryland:

MD 24 - (new Emmorton Road) from Toll Gate Road to US 1, as constructed under SHA Contract H-520-501-470.

~~MD 755A~~ - (formerly MD 755) from entrance to Edgewood Arsenol north to MD 24, for a total distance of 3.04± miles.

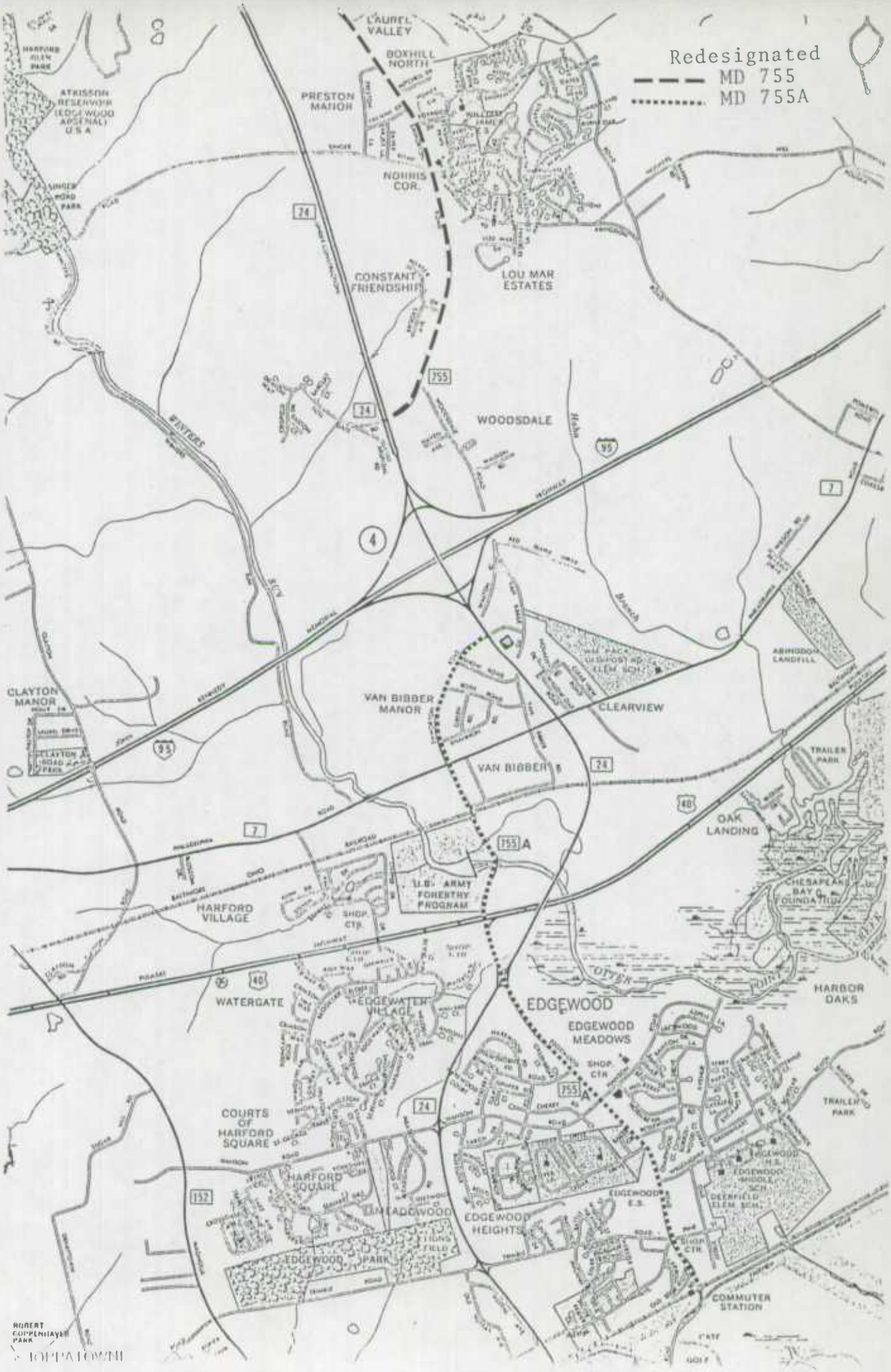
924

MD ~~755~~ - (formerly MD 24) from Toll Gate Road northerly to the US Route 1/MD 24 interchange, including the southbound portion of MD 24 in Bel Air, for a total distance of 8.16± miles.

A map indicating these road segments is attached.

ATL:eld

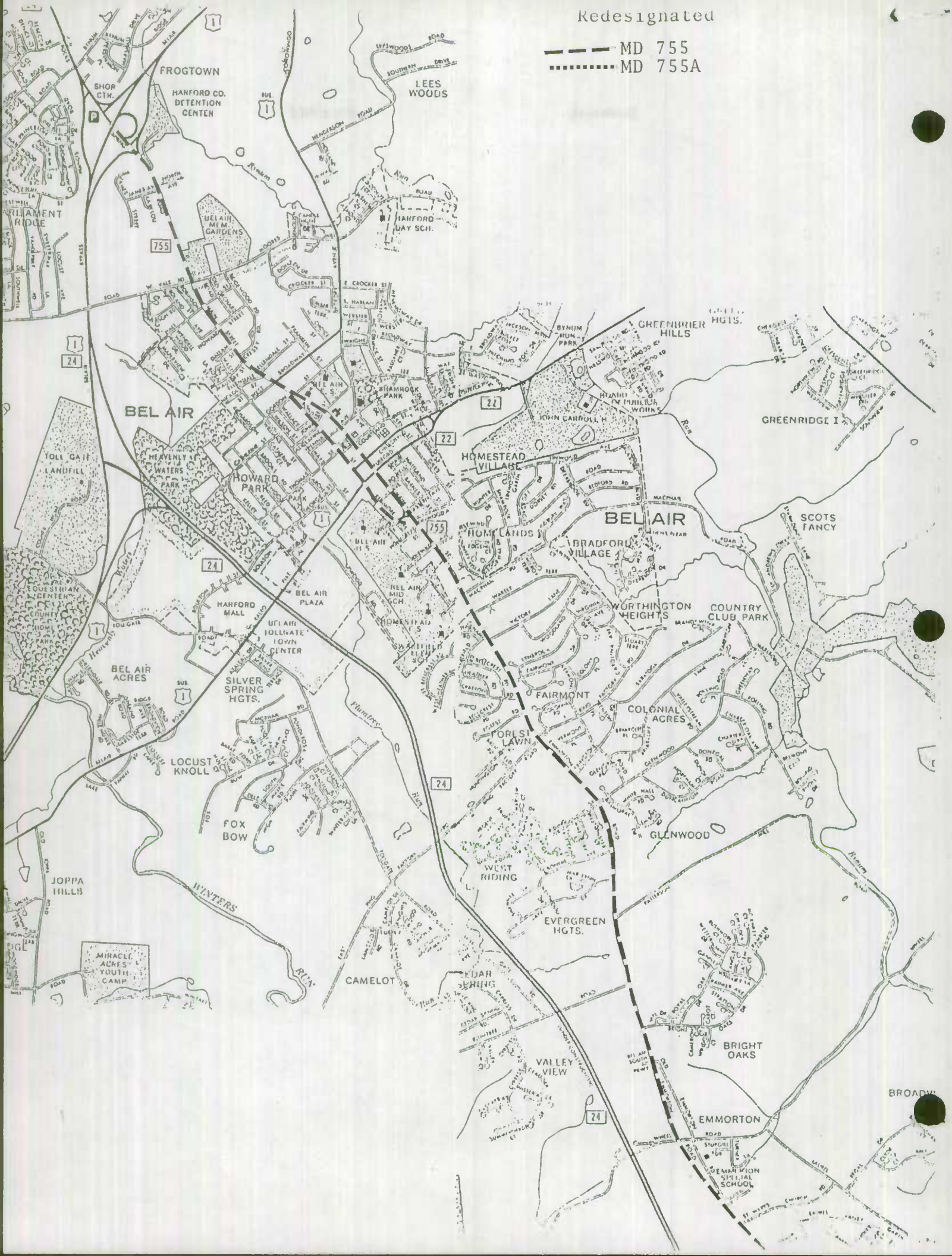
Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. C. R. Olsen
Mr. R. J. Finck
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. S. M. Plemens
Mr. L. Brocato
Mr. E. Chambers
Mr. A. E. Ault
Mr. R. Daff
Mr. L. Ege
Mr. D. A. Bochenek
Secretary's File
Mr. M. R. Baxter
Mr. E. S. Freedman
Mr. T. Watts
Mr. T. Hicks
Mr. C. Mills
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. Kelly
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith
Mr. C. R. Harrison


Redesignated
MD 755
MD 755A
LAUREL VALLEY
BOXHILL NORTH
PRESTON MANOR
ATKISSON RESERVOIR (EDGEWOOD ARSENAL) U.S.A.
NORRIS COR.
CONSTANT FRIENDSHIP
LOU MAR ESTATES
WOODSDALE
WINTERS
CLAYTON MANOR
VAN BIBBER MANOR
CLEARVIEW
VAN BIBBER
ABINGDON LANDFILL
TRAILER PARK
OAK LANDING
CHESAPEAKE BAY FOUNDATION
U.S. ARMY FORESTRY PROGRAM
HARFORD VILLAGE
SHOP CTR.
WATERGATE
EDGEWATER VILLAGE
EDGEWOOD
EDGEWOOD MEADOWS
OTTER POINT
HARBOR OAKS
COURTS OF HARFORD SQUARE
HARFORD SQUARE
MEADOWOOD
EDGEWOOD HEIGHTS
EDGEWOOD PARK
EDGEWOOD H.S.
EDGEWOOD MIDDLE SCH.
DEERFIELD ELEM. SCH.
EDGEWOOD E.S.
COMMUTER STATION
ROBERT COPPERWAYER PARK
JOPPATOWNE

Redesignated

MD 755

MD 755A



1984 Improvement

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

February 27, 1984

Director Kassoff, Office of Planning and Preliminary Engineering executed Agreement dated February 6, 1984 between the State Highway Administration and Harford County, Maryland relative to transfer by the Administration to the County of the following described section of state constructed road subject to the conditions more fully set forth in the agreement.

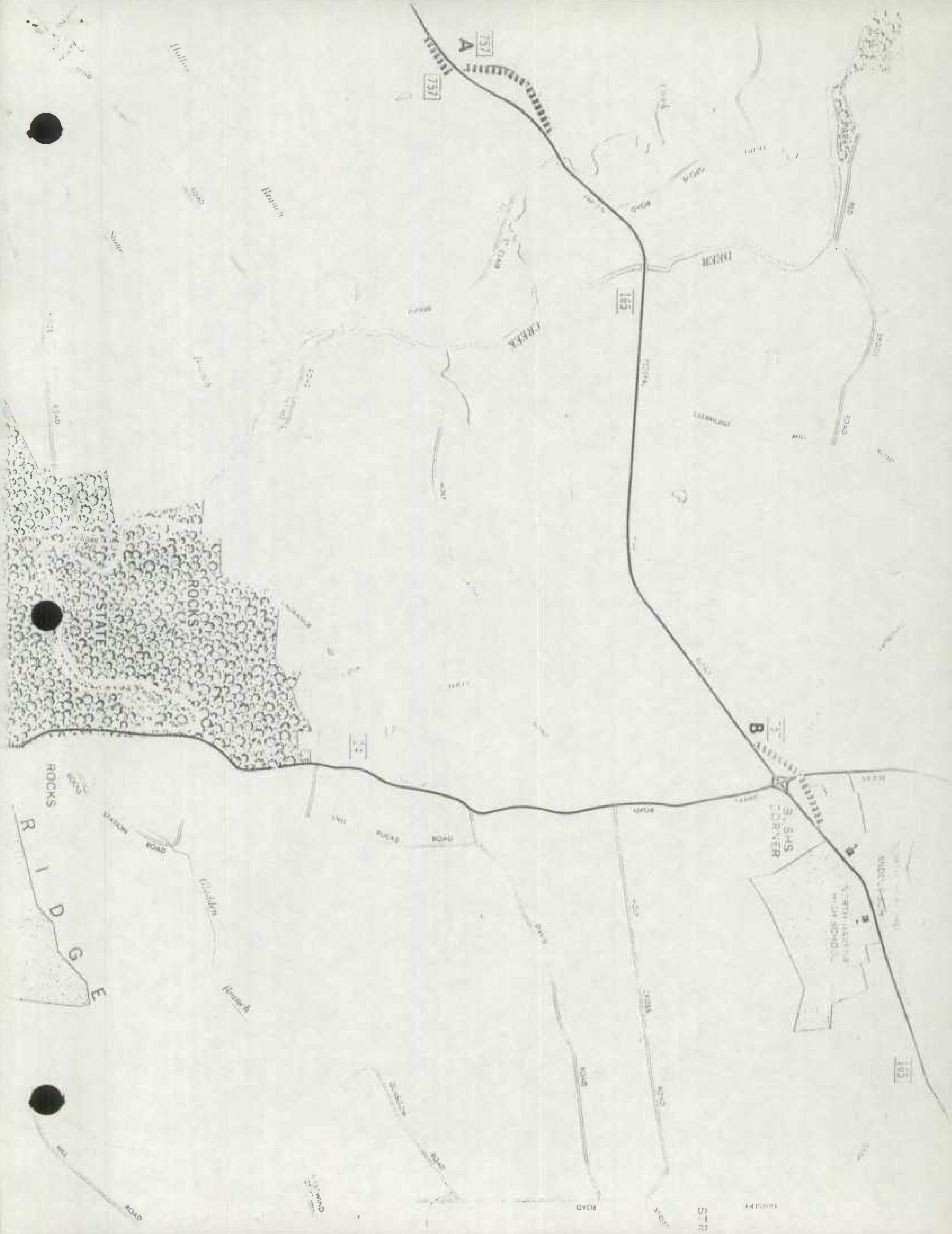
1) Maryland Route 757 - From Maryland Route 165 to the road end approximately 50' south of Maryland Route 156 A distance of ±0.17 miles.
   Co 1518

2) Maryland Route 757-A- from the road end approximately 100' north of Maryland Route 165 A distance of ±0.38 mile.
   Co 1519

3) Maryland Route 757-B- From Maryland Route 165, west of Maryland Route 24, to Maryland Route 165 east of Maryland Route 24 A distance of ±0.41 mile.
   Co 1520

Said agreement had previously been executed by the County Executive for Harford County and approved as to form and legal sufficiency by Assistant Attorney General, Norman Polski.

cc: Mr. F. Gottemoeller
Mr. H. Kassoff
Mr. G. Dailey
Mr. R. C. Pazourek
Mr. C. W. Reese
Mr. W. E. Ensor
Mr. C. T. Carter
Mr. E. Loskot
Mr. E. S. Freedman
Mr. C. Lee
Mr. T. Hicks
Mr. J. N. Day
Mr. P. Jaworski
Mr. R. C. Davison
Mr. A. T. Landon
Mr. W. W. Knipple
Mrs. R. Byron
Secretary's File
Mr. K. V. Dodson
Mr. P. E. Becker
Mr. A. E. Ault
Mr. S. M. Plemens
Mr. G. J. Shaver
Mr. G. E. Cook

 A
757
757
DEER
CREEK
165
B
BUSHS CORNER
23
ROCKS
STATE
ROCKS
R I D G E
STATION
ROAD
ROAD
MILL
ROAD
Branch
Branch
ROAD
ROAD
ROAD
165
STR

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

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

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

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

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

1) Maryland Route 757 - from Maryland Route 165 to the road end approximately 50' south of Maryland Route 165. A distance of ± 0.17 mile.
2) Maryland Route 757A - from the road end approximately 100' north of Maryland Route 165 to Maryland Route 165. A distance of ± 0.38 mile.
3) Maryland Route 757B - from Maryland Route 165, west of Maryland Route 24, to Maryland Route 165 east of Maryland Route 24. A distance of ± 0.41 mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing sections of State road 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 inventory as of December 1st of the year following the date as set forth in Item 1 above.

3. The basis for the allocation of funds will include the additional ± 0.96 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

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

5. The "County" accepts jurisdiction over and responsibility for the maintenance of the said roads as of the effective date of transfer.

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

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Dorothy J. McCarter

BY: _____
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 6 day of _____, 19 __.

_____

RECOMMENDED FOR APPROVAL:

Director, Public Works Department

HARFORD COUNTY, MARYLAND

WITNESS:

BY: _____
County Executive

Approved as to form and legal sufficiency this 7 day of _____, 19 __.

_____
County Attorney

REVIEWED AND CONFIRM
THIS ___ DAY OF ___ 19__

_____
LEGISLATIVE BY TREASURER

APPROVED FOR FUNDING
THIS ___ DAY OF ___

_____
TREASURER

Min. File

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

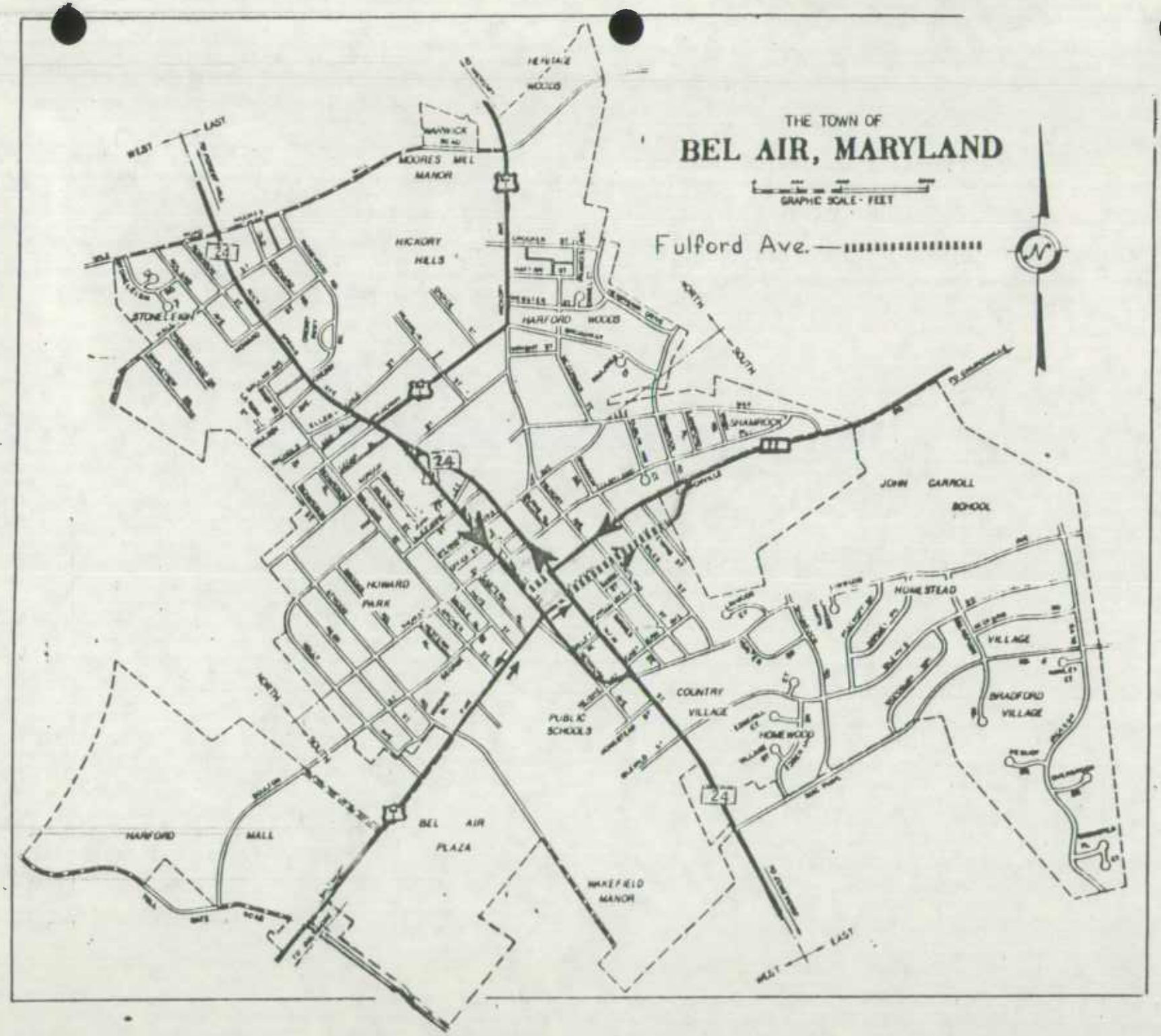
January 16, 1979

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated January 8, 1979 between the State Highway Administration and the Town of Bel Air, relative to transfer by the Town to the State Highway Administration of the following described section of Town constructed road subject to the conditions more fully set forth in the agreement.

Fulford Avenue - from Main St. (Md. 24) to 0.02 mile east of Ewing St. A total distance of 0.27 ± mile.

Said agreement had previously been executed by the Mayor, Town of Bel Air 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. H.J. Pistel
Mr. J.N. Day
Mr. T. Hicks
Mr. R.C. Pazourek
Mr. W.F. Lins, Jr.
Mr. R.L. Daff
Mr. C.P. Hyatt
Mr. E.S. Freedman
Mr. C. Lee
Mr. P.S. Jaworski
Mr. J.T. Neukam
Mr. R.C. Davison
Mrs. E.K. Roche
Town of Bel Air
Secretary's File
S.H.A. Harford County


THE TOWN OF
BEL AIR, MARYLAND
GRAPHIC SCALE - FEET
Fulford Ave.
N
HERITAGE WOODS
WARWICK
MOORES MILL MANOR
HICKORY HILLS
STONE LEIGH
HARFORD WOODS
SHAMROCK
JOHN CARROLL SCHOOL
HOWARD PARK
HOMESTEAD
VILLAGE
COUNTRY VILLAGE
PUBLIC SCHOOLS
HOMEWOOD
BRADFORD VILLAGE
HARFORD MALL
BEL AIR PLAZA
WAKEFIELD MANOR
WEST
EAST
NORTH
SOUTH
24
22

THIS AGREEMENT made this 8th day of January 1979 by and between the Town of Bel Air hereinafter referred to as "Town", party of the first part and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration" party of the second part.

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

WHEREAS, it has been determined that the conveyance of the subject section of 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 considerations, 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".

Fulford Avenue - from Main St. (Md. 24) to 0.02 mile east of Ewing St. 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 "Towns" road inventory as of December 1, 1979.
3. The basis for the allocation of funds will exclude the 0.27± mile in the allocation to the "Town" beginning July 1, 1980.
4. The transfer of said road is made on an as-is-basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.
5. The "Highway Administration" accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

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

WITNESS

Joanne L. Russell
Clerk

TOWN OF BEL AIR

by: Jane C. Wilson
Mayor

Approved as to form and legal sufficiency this 20th day of December 1979

Charles B. Kramer
Town Attorney

RECOMMENDED FOR APPROVAL

Chief Bureau of Highway Statistics

WITNESS

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

By: Hal Kassoff
Director, Office of Planning and
Preliminary Engineering

Approved as to form and legal sufficiency this 8 day of January 1979

Administrative Special Attorney

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER
FRIDAY, JANUARY 5, 1979
* * *

Administrator Caltrider executed the following deed dated January 5, 1979, 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	Conveyance	In Accordance With
Harford County	4.57± acres (several parcels) of land in Harford County, portions of former roadbeds of Relocated Nuttell Road and existing Trimble Road (all in connection with Relocated Maryland Route 24, from 0.4 miles south of U.S. Route 40 to Edgewood Arsenal) Contract H-388-012-471. Former Md 928	Request of Grantee

CL 2-7-79 Now Co 1328

Copy: Mr. F. Gottemoeller
Mr. H. G. Downs
Mr. C. W. Reese
Mr. M. W. Bogdan
Mr. G. D. Zebrauskas
Mr. E. J. Trexler
Mr. C. P. Hyatt
Mr. H. J. Pistel
Bd. of Public Works of Md.
Secretary's File
Contract H-388-012-471

Min. Copy

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

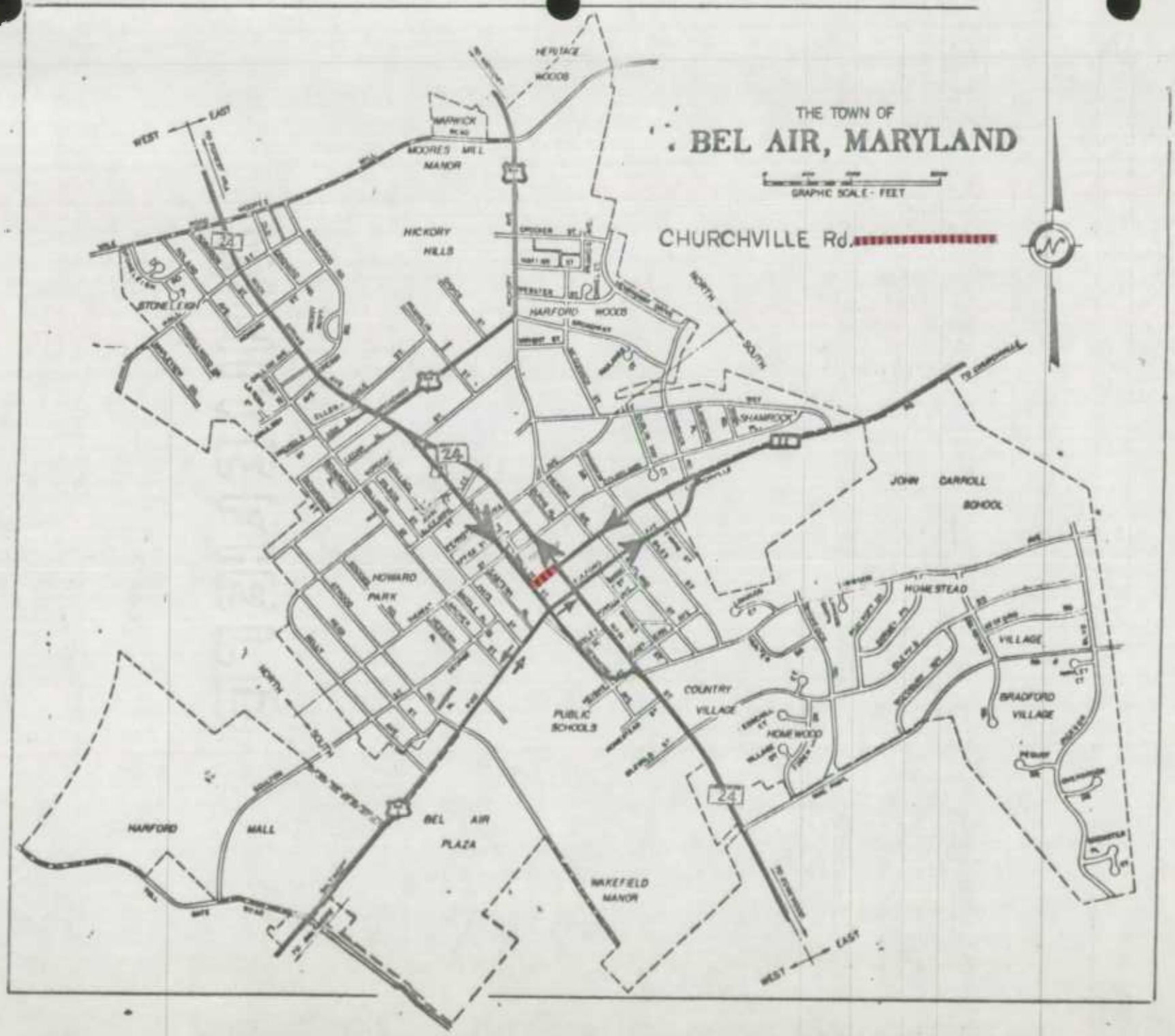
November 14, 1978

Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated November 9, 1978 between the State Highway Administration and the Town of Bel Air relative to transfer by the Town to the State of the following described section of Town constructed road subject to the conditions more fully set forth in the agreement.

Churchville Road - From Md. 24 (Main Street) at Md. 22 southwesterly to Md. 24/U.S. 1 Business (Bond Street), a total distance of 0.06 ± mile.

Said agreement had previously been executed by the Chairman, Town Council, Town of Bel Air 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. N. Day
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'
Town of Bel Air
Secretary's File
S.H.A. Harford County


THE TOWN OF
BEL AIR, MARYLAND
GRAPHIC SCALE - FEET
CHURCHVILLE Rd.
N
HERITAGE WOODS
WARWICK ROAD
MOORES MILL MANOR
HICKORY HILLS
STONE LEIGH
HARFORD WOODS
SHAMROCK
JOHN CARROLL SCHOOL
HOWARD PARK
HOMESTEAD
VILLAGE
COUNTRY VILLAGE
PUBLIC SCHOOLS
HOMEWOOD
BRADFORD VILLAGE
HARFORD MALL
BEL AIR PLAZA
WAKEFIELD MANOR
WEST
EAST
NORTH
SOUTH
24
22

THIS AGREEMENT made this 9th day of November 1978 by and between the Town of Bel Air hereinafter referred to as "Town", party of the first part and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the second part.

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

WHEREAS, it has been determined that the conveyance of the subject section of Municipal road to the State 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".

Churchville Road - from Md. 24 (Main Street) at Md. 22 southwesterly to Md. 24/U.S. 1 Business (Bond Street) for a distance of 0.06± miles.

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 0.06± 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 "Highway Administration" accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

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

WITNESS:

Joanne L Russell
Clerk

Town of Bel Air

By: Jane C Weeks
Chairman, Town Council

APPROVED:

Thomas W Brooks Jr
Superintendent of Public Works

Approved as to form and legal sufficiency this 25th day of September 1978

Charles B Kenney
Town Attorney

Recommended for Approval

Chief, Bureau of Highway
Statistics

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATI

WITNESS:

By:

Director, Office of Planning and
Preliminary Engineering

Approved as to form and legal

sufficiency this 9 day of

Nov 19 71

Administrative Special Attorney

MEMORANDUM OF ACTION OF FREDERICK GOTTEMOELLER
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING

March 22, 1978

Director Gottemoeller, Office of Planning and Preliminary Engineering executed Agreement dated March 22, 1978 between the State Highway Administration, the Maryland Transportation Authority and Harford County, Maryland, relative to the transfer by the Highway Administration to Harford County of the following described sections of State constructed roads subject to the conditions more fully set forth in the agreement.

Md. 922 - from Md. 152 northerly over I-95 to Md. 152 a distance of 0.90± mile. - Now Co 1329

Md. 922-A - from Md. 152 to the B&O Railroad a distance of 0.06± mile. - Now Co 1330

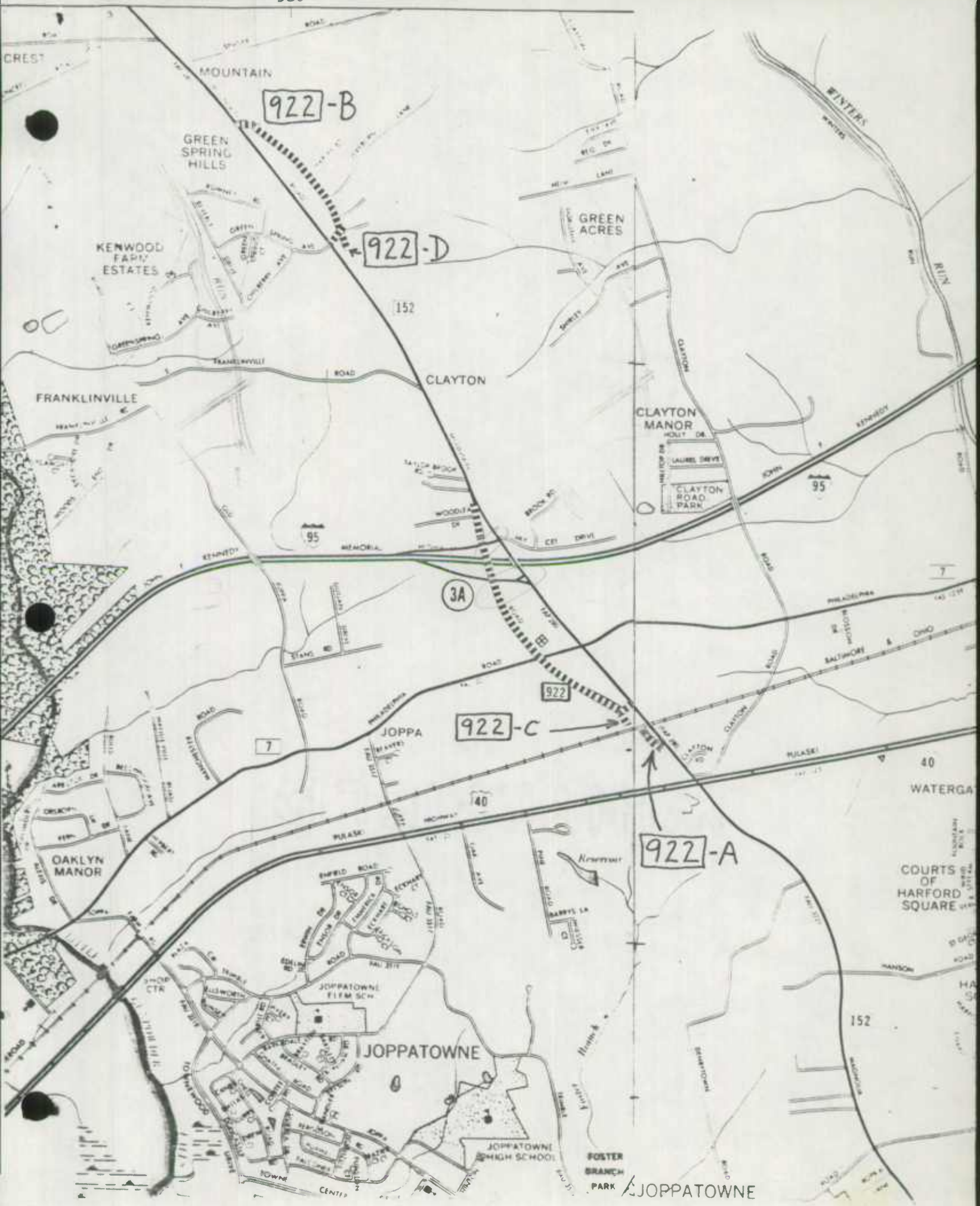
Md. 922-B - from Md. 152 at Green Spring Avenue to Md. 152 a distance of 0.54± mile. Now Co 1331

Md. 922-C - from Md. 922 to the B&O Railroad a distance of 0.07± mile. - Now Co 1332

Md. 922-D - from Md. 922-B to a road end a distance of 0.03± mile. - Now Co 1333

Said agreement had previously been executed by the Executive Secretary of the Maryland Transportation Authority and the County Executive Harford County and approved as to form and legal sufficiency by Administrative Special Attorney Norman Polski.

Copies to:
N. B. Friese
H. G. Downs
A. W. Tate
A. L. Gardner
F. Gottemoeller
C. W. Reese
H. J. Pistel
J. N. Day
T. Hicks
R. C. Pazourek
W. F. Lins
E. J. Dougherty
C. P. Hyatt
E. S. Freedman
C. Lee
P. S. Jaworski
J. T. Neukam
R. C. Davison
E. K. Roche
Harford County
Secretary's File
S.H.A. Harford County


CREST
MOUNTAIN
922-B
GREEN SPRING HILLS
KENWOOD FARM ESTATES
922-D
GREEN ACRES
152
CLAYTON
FRANKLINVILLE
CLAYTON MANOR
CLAYTON ROAD PARK
95
3A
922
922-C
JOPPA
7
40
922-A
OAKLYN MANOR
COURTS OF HARFORD SQUARE
JOPPATOWNE
JOPPATOWNE HIGH SCHOOL
FOSTER BRANCH PARK
JOPPATOWNE
WINTERS
RUN

THIS AGREEMENT, executed in triplicate made this 22nd day of MARCH, 1978, by and between the State Highway Administration of the Department of Transportation of Maryland hereinafter referred to as "Highway Administration", party of the first part, and the Maryland Transportation Authority of the Department of Transportation of Maryland, hereinafter referred to as the "Authority", party of the second part, and Harford County, Maryland, hereinafter referred to as "County", party of the third part;

WHEREAS, under authority contained in Section 208C of Article 41 of the Annotated Code of Maryland, the Maryland Transportation Authority of the Department of Transportation was created, transferring all power, authority, obligations, functions, duties and discretion heretofore granted to the State Roads Commission of Maryland relating to the financing, operation and maintenance and repairs of the John F. Kennedy Memorial Highway and any other toll revenue project authorized and provided for under Article 89B of the Annotated Code of Maryland, and;

WHEREAS, the "Authority" is authorized and empowered under Sections 141 and 144 of Article 89B of the Annotated Code of Maryland to construct, maintain, repair and operate this highway or any part or parts thereof as it may determine, and;

WHEREAS, it is the responsibility of the "Authority", party of the second part, to perform major repairs to the Structure #HX 071 that carries Md. 922 over the John F. Kennedy Memorial Highway.

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

Counties of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Counties of Maryland are empowered to transfer County roads, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance, and;

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

WHEREAS, the "Highway Administration", party of the first part, has agreed to transfer the hereinafter described sections of roads which heretofore were constructed by the State to the "County", party of the third 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 $10.00 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 "Authority", party of the second part, will perform at its sole expense repairs except minor road surface repairs and snow removal to the bridge (Structure Number HX 071) that carries Md. 922 (Old Md. 152) over the John F. Kennedy Memorial Highway (I-95).

2. The "County", party of the third part, will at its sole expense, remove all snow and perform minor road surface repairs to the bridge (Structure Number HX 071) that carries Md. 922 (Old Md. 152) over the John F. Kennedy Memorial Highway. Minor road surface repairs are defined and mutually understood to include sealing surface cracks, patching small cavitations not more than two inches in depth and patching curb faces and tops. Where a floor defect extends through the floor slab, such as a crack, hole or cavitation that exposes the reinforcing steel, then the "County", shall promptly advise the "Authority". The "Authority" will then make the required structural repairs to the floor slab.

IT IS UNDERSTOOD AND AGREED without the necessity of any further agreement between the parties hereto that the "Highway Administration", party of the first part, does hereby transfer, convey and quitclaim unto the "County" and the "County", party of the third part, does hereby accept such transfer from the "Highway Administration", the following described roads as a part of the County Highway System:

Md. 922 - From Md. 152 northerly over I-95 to Md. 152 a distance of 0.90 ± mile.

Md. 922 A - From Md. 152 to the B&O Railroad a distance of 0.06 ± mile.

Md. 922 B - From Md. 152 at Green Spring Ave. to Md. 152 a distance of 0.54 ± mile.

Md. 922 C - From Md. 922 to the B&O Railroad a distance of 0.07 ± mile.

Md. 922 D - From Md. 922 B to a road end a distance of 0.03 ± mile.

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

1. The aforegoing mileage will be included in the County's road inventory as of December 1 of the year following completion of the resurfacing of the roadways by the "Highway Administration".

2. The basis for the allocation of funds will include the additional 1.60 ± miles in the allocation to the "County" beginning July 1 of the year following the year and date set forth in Item 1, hereof.

3. The effective date for the transfer of title to these sections is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1, hereof.

4. The transfer of said roads as of the date set forth in Item 3 hereof is made on an As-Is-Basis with respect to the existing rights-of-way and to the existing condition of the roads involved, including all appurtenances and bridge structures, with the exception of that bridge (Structure Number HX 071) that carries Md. 922 (Old Md. 152) over the John F. Kennedy Memorial Highway, which shall be maintained by the parties in accordance with the provisions regarding repairs and snow removal set forth above.

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.

WITNESS:

Clyde P. Hyatt

APPROVED:

Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By: _____
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 6 day of March, 1978.

_____
Administrative Special Attorney

WITNESS:

_____

APPROVED:

MARYLAND TRANSPORTATION AUTHORITY

By: _____
Executive Secretary

Approved as to form and legal sufficiency this 20TH day of March, 1978.

_____
Assistant Attorney General and Counsel to Maryland ~~Department of Transportation~~ Transportation Authority

ATTEST:

Sarah F. Rex

APPROVED:

Director of Public Works

HARFORD COUNTY, MARYLAND

By: _____
County Executive

Approved as to form and legal sufficiency this 1st day of Feb, 1978.

_____
Asst. County Attorney

Co ~~1334~~
1361

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

November 1, 1978

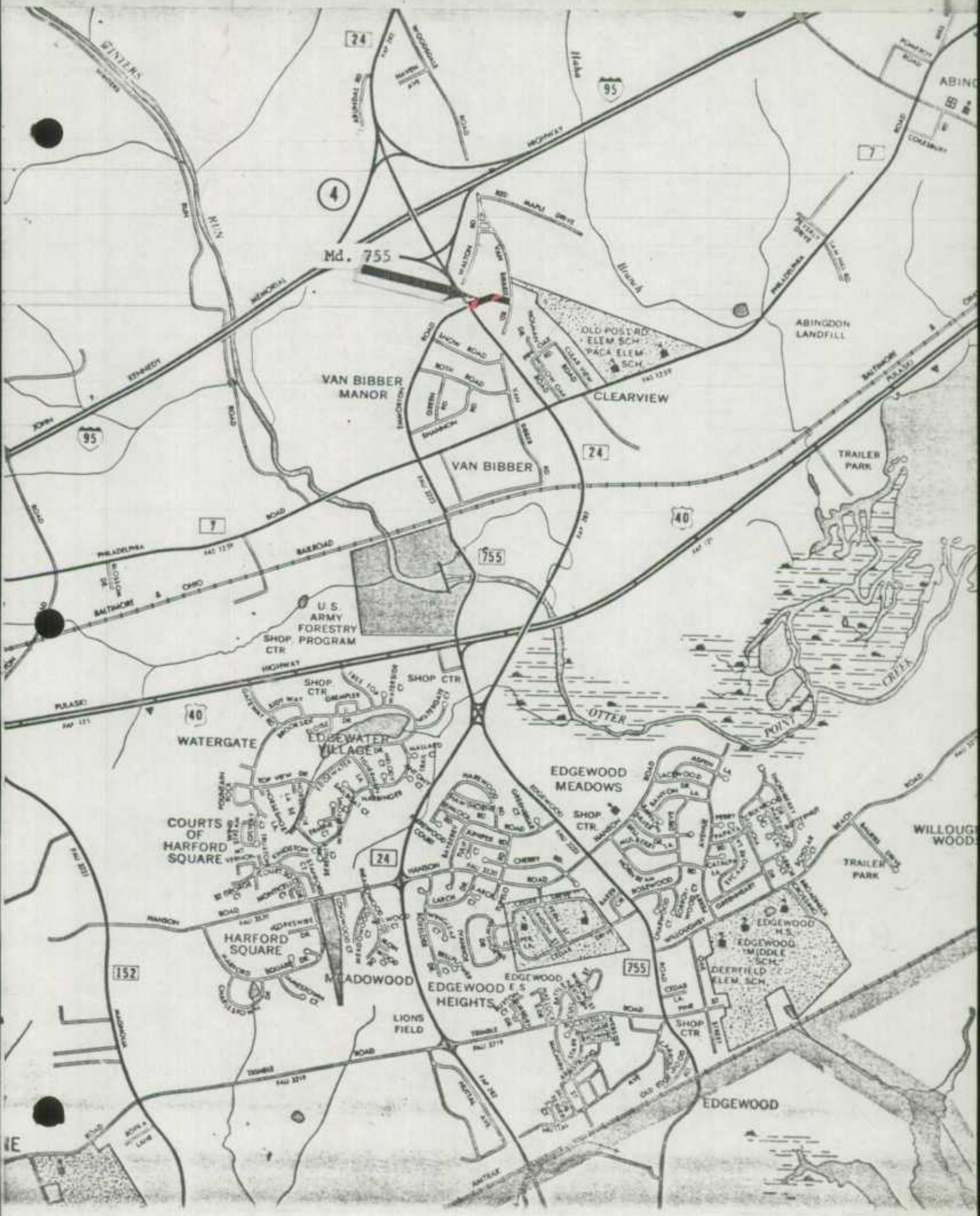
Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated October 20, 1978 between the State Highway Administration and Harford County, Maryland, relative to transfer by the State to Harford County of the following described section of State constructed road subject to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

Md. 755 (Emmorton Road) - from Md. 24 easterly to Van Bibber Road (Co. 483). A total distance of 0.17± mile

Said agreement had previously been executed by the County Executive, Harford County 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. H. Pistel
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
Harford County
Secretary's File
S.H.A. Harford County

3.07	3.24	2.47
1.57	2.47	1.81
1.50	.77	6


Md. 755
VAN BIBBER MANOR
VAN BIBBER
CLEARVIEW
OLD POST RD. ELEM. SCH.
PACA ELEM. SCH.
ABINGDON LANDFILL
TRAILER PARK
U.S. ARMY FORESTRY PROGRAM
SHOP CTR.
WATERGATE
EDGEWATER VILLAGE
EDGEWOOD MEADOWS
COURTS OF HARFORD SQUARE
HARFORD SQUARE
MEADOWOOD
EDGEWOOD HEIGHTS
EDGEWOOD
EDGEWOOD H.S.
EDGEWOOD MIDDLE SCH.
DEERFIELD ELEM. SCH.
LIONS FIELD
OTTER POINT CREEK
WILLOUGHBY WOODS
TRAILER PARK
EDGEWOOD

THIS AGREEMENT made this 20th day of October 1978 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part and Harford County, Maryland, hereinafter referred to as "County", party of the second part.

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

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

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

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

Md. 755 (Emmorton Road) - from Md. 24 easterly

to Co. 483 (Van Bibber Road)

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

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The aforegoing mileage will be included in the inventory as of December 1, 1978.
3. The basis for the allocation of funds will include the additional 0.17± miles in the allocation to the County beginning July 1, 1979.
4. The transfer of said road is made on an as-is-basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridges.
5. The County accepts jurisdiction over and responsibility for the maintenance of the said roads 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.

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Clyde P. Hyatt

By: Hal Kassoff

~~State Highway Administrator~~
Director, Office of Planning & Preliminary Engineering

APPROVED:

A. M. Beauline

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this 26 day of Oct 1978

Norman Polish

Administrative Special Attorney

Harford County, Maryland

By: _____
County Executive

ATTEST:

E Jan Kosky

RECOMMENDED FOR APPROVAL:

_____
Director of Public Works

Approved as to form and legal sufficiency this 11th day of September 1978

John E Kelly
County Attorney

Md 623

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

November 1, 1978

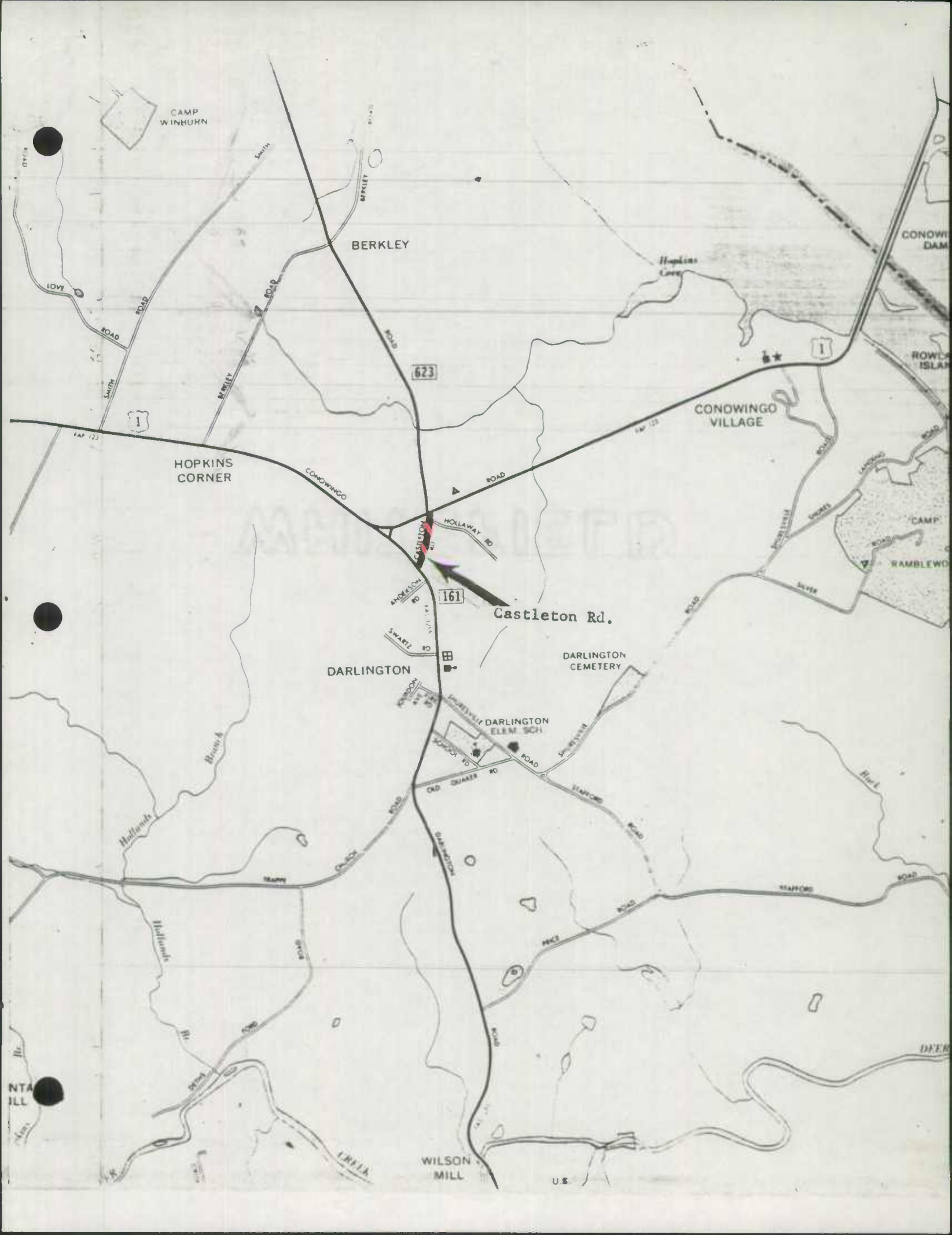
Director Kassoff, Office of Planning and Preliminary Engineering, executed Agreement dated October 20, 1978 between the State Highway Administration and Harford County, Maryland, relative to transfer by the County to the State Highway Administration of the following described section of County constructed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

Castleton Road (Co. 164) - from U.S. 1 at Md. 623 southerly to Md. 161, a distance of 0.18± mile.

Said agreement had previously been executed by the County Executive, Harford County 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. H. Pistel
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
Harford County
Secretary's File
S.H.A. Harford County

M


CAMP WINBURN
BERKLEY
HOPKINS CORNER
CONOWINGO VILLAGE
CONOWINGO DAM
ROWLAND ISLAND
CAMP RAMBLEWOOD
HOLLAWAY RD
Castleton Rd.
DARLINGTON
DARLINGTON CEMETERY
DARLINGTON ELEM. SCH
WILSON MILL
623
161
1

THIS AGREEMENT made this 20th day of October 19 78 by and between Harford County, Maryland, hereinafter referred to as "County", party of the first part and the State Highway Administration of the Department of Transportation of Maryland hereinafter referred to as "Highway Administration", party of the second part.

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

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

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

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

Castleton Road (Co. 164) - from U.S. 1 at Md. 623 southerly to Md. 161, a distance of 0.18± mile.

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

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The aforegoing mileage will be excluded from the County's road inventory as of December 1, 1978.
3. The basis for the allocation of funds will exclude the 0.18± miles in the allotment to the County beginning July 1, 1979.
4. The transfer of said road is made on an as-is-basis which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.
5. The Highway Administration accepts jurisdiction over and responsibility for the maintenance of the said road as of the effective date of transfer.

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

ATTEST:

E. Jean Kenny
Clerk

Harford County, Maryland

Charles Ch[illegible]
County Executive

RECOMMENDED FOR APPROVAL:

Director of Public Works

Approved as to form and legal sufficiency this 11th day of September 1978

John E. Kelly
County Attorney

WITNESS:

John A. Vitek Jr.

STATE HIGHWAY ADMINISTRATION OF MARYLAND

By: Hal Kassoff
Director, Office of Planning & Preliminary Engineering

APPROVED:

J. M. Franklin
Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this 26 day of Oct 1978

Thomas Pohl
Administrative Special Attorney

office Trans. File

Maryland Department of Transportation

State Highway Administration

Hermann K. Intemann
Secretary
Bernard M. Evans
Administrator

November 22, 1977

MEMORANDUM

TO: A. W. Tate
A. L. Gardner
F. Gottemoeller
J. N. Day
T. Hicks
R. C. Pazourek
W. F. Lins
E. J. Dougherty
E. S. Freedman
C. Lee
P. S. Jaworski
J. T. Neukam
R. C. Davison
E. K. Roche
Harford County

FROM: Mr. T. W. Beaulieu, Chief
Bureau of Highway Statistics

SUBJECT: Deed of Conveyance - Harford County

We are enclosing a copy of a Memorandum of Action from Administrator Evans dated May 27, 1977 conveying the following sections of roads to Harford County in fee simple.

Md. 753 - from Old Pylesville Road to end of State Maintenance at Highland Road, for a distance of 1.04± mile.

Md. 754 - from Md. 543 to end of State Maintenance West of Heaps School Road, for a distance of 0.61± mile.

Also enclosed is a map segment showing the locations of the roads in question. Please take the necessary actions to change your records accordingly.

By: Clyde P. Hyatt
Clyde P. Hyatt, Chief
Records Statistics Section

CPH:PEB:jb

Enclosures

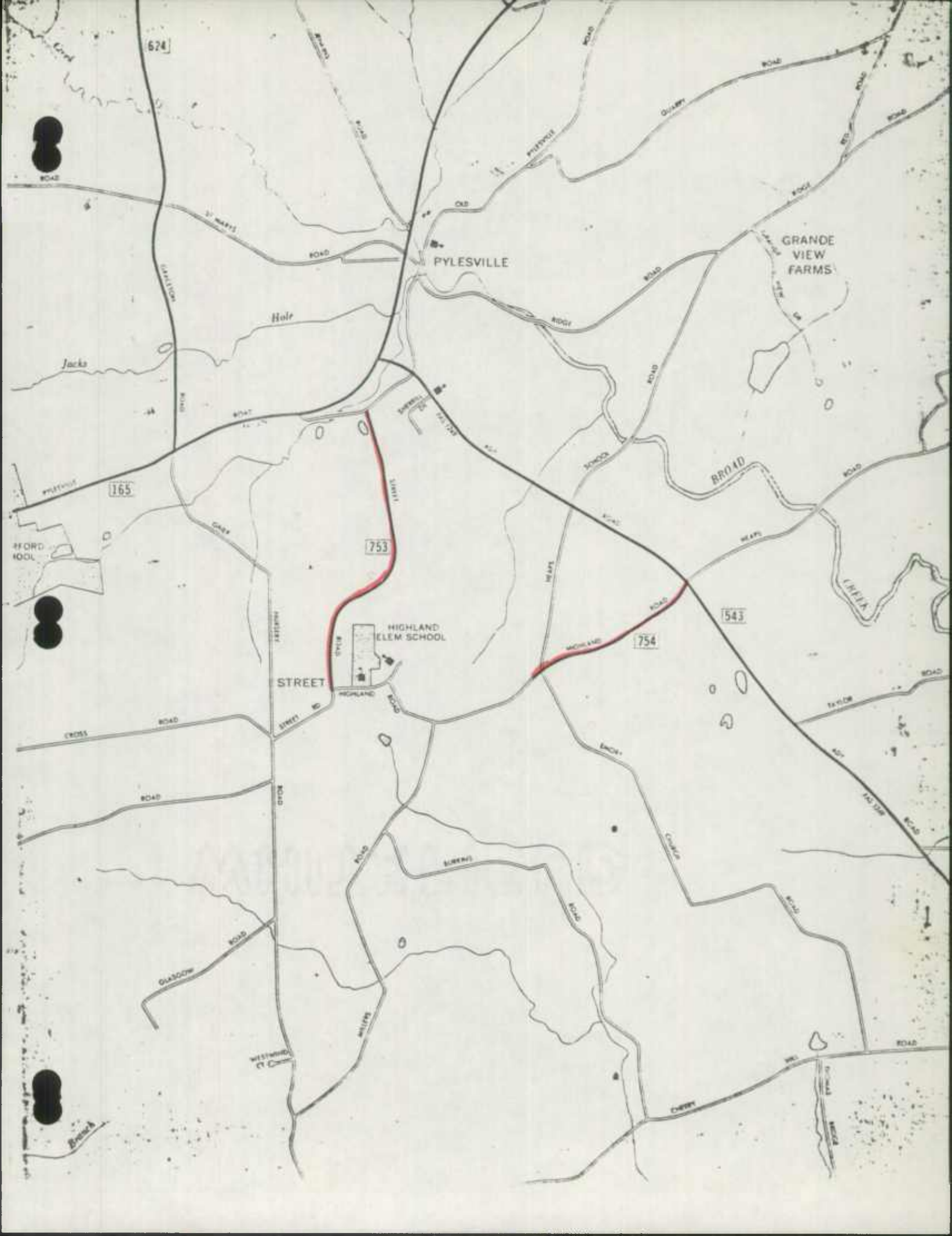
MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
FRIDAY, MAY 27, 1977
***

Administrator Evans executed the following deeds dated May 27, 1977, 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 Counties named, roads for transfer as indicated and as more fully described in the deeds. This is in accordance with the decision by Mr. N. H. Rogers, Assistant Attorney General, Chief Counsel for the SHA, that all road transfers between the State and Counties are to be by deed.

Grantee	Conveyance	In Accordance With
Harford County	Md. Rte. 754, 0.13± acre, extending from Md. Rte. 543 to end of State Maintenance, west of Heaps School Rd. for a distance of 0.61 mile, Contract H-209-001-045	Letter agreement of 12/15/76 (Harford Co. BPW) to accept into County road system.
Harford County	Portion of Md. Rte. 753, 5.12± acres, extending from Old Pylesville Rd. to end of State Maintenance at Highland Rd., for a distance of 1.04 mi., Contract H-243-001-045	Letter agreement of 12/15/76 (Harford Co. BPW) to accept into County road system.
Howard County	Service Road "A", consisting of 7.59± acres, extending from 0.01 mi. north of Bradley Lane to .36 mi. south of Tanager Lane, Contract HO-314-040-771	Letter agreement of 7/20/76 (Howard Co. BPW) to accept into County road system.

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. C. W. Reese
Mr. J. B. Saunders
Mr. R. S. Bennett

Mr. E. J. Trexler
Mr. H. J. Pistel
Mr. C. E. Raith
Mr. A. M. Schwalier
Mr. C. P. Hyatt
Bd. of Public Works of Maryland
Secretary File (3)
Contract File (2)


624
PYLESVILLE
GRANDE
VIEW
FARMS
Hole
Jacks
165
753
754
543
HIGHLAND
ELEM SCHOOL
STREET
BROAD
CREEK
ROAD

Aug. 17, 1977 Trans. File Md. 754

STANDARD DEED FROM STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION
& BOARD OF PUBLIC WORKS OF MARYLAND

FORM SHA-63.0-26D (Rev. 5-10-73) (1) Right of Way Division
STANDARD DEED Item No. G/F No. 5735

THIS DEED, Made this ...27th..... day of ....May..... in the year 19..77....

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,

Harford County

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 Harford County 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

Maryland Route 543 - Plyesville to Emory Church

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

45934

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

Harford County

title and interest of the State Highway Administration and the State of Maryland, in and to all of the following described parcel(s) of land, situate, lying and being in Harford County Maryland, and described as follows, to wit:--

NG FOR THE

PROPERTY CONVEYED BY
THE STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSION OF MARYLAND
TO
HARFORD COUNTY, MARYLAND

Right of Way Project No.: H 209-001-045
Right of Way Project: Md. Rte. 543 - Pylesville to Emory Church.
Re: - Conveyance of 0.61 mile ± of Md. Rte. 754 from Md. Rte. 543 to end of State Maintenance, West of Heaps School Road.
Item Nos.: 5792 and 5794
General Right of Way File No. 5765

. . . . . .

ALL RIGHT, TITLE AND INTEREST OF THE GRANTORS in and to the bed of the road shown shaded thus: [illegible] lying between station 30+70 and 31+81.80 of the base line of right of way (former Md. Rte. 754), as said base line of right of way is delineated on the State Highway Administration-State Roads Commission of Maryland's plat numbered 45934, attached hereto and made a part hereof, and being more particularly described as follows:

BEGINNING FOR THE SAME AT A POINT in the southwesterly right of way line of Md. Rte. 543, leading from Heaps School Road to Taylor Road, said point of beginning being the intersection of the aforementioned southwesterly right of way line (Md. Rte. 543) and a line of division previously established as the southeasterly right of way line of Md. Rte. 754, said southeasterly right of way line being further designated on the State Roads Commission of Maryland's plat numbered 2153, recorded July 3, 1952, among the Plat Records of Harford County

SAID POINT OF BEGINNING BEING situated twenty-five (25) feet measured radially to the right of station 31+74 of the base line of right of way (former Md. Rte. 754), as said base line of right of way is delineated on the State Highway Administration-State Roads Commission of Maryland's plat numbere 45934, attached hereto and made a part hereof; running thence and binding along the aforementioned line of division previously established as the southeasterly right of way line of Md. Rte. 754, by a curve to the right having a radius of 1066.74 feet for a distance of 106.5[illegible]et, said curve being subtended by a chord bearing S 38° 44' 41" W for a chord distance of 106.45 feet, to intersect a line of division hereby established for the purpose of this Grant, running thence and binding thereon N 48° 23' 43" W 50.0 feet to intersect a line of division previously established as the northwesterly right of way line of Md. Rte. 754, said line of division being further designated on the aforementioned State Roads Commission of Maryland's plat numbered 2153, running thence and binding thereon by a curve to the left having a radius of

1016.74 feet for a distance of 117.12 feet, said curve being subtended by a chord bearing N 38° 18' 17" E for a chord distance of 117.06 feet, to intersect the aforementioned southwesterly right of way line (Md. Rte. 543), running thence and binding thereon S 36° 48' 36" E 52.50 feet to the place of beginning.

CONTAINING: 0.13 of an acre plus or minus and being further designated on the State Highway Administration-State Roads Commission of Maryland's plat numbered 45934, attached hereto and made a part hereof.

BEING PART OF THE LAND which by deed recorded February 19, 1937, among the Land Records of Harford County in Liber S.W.C. No. 244 Folio 211 was conveyed by Pearl Heaps to the State Roads Commission of Maryland.

BEING PART OF THE LAND which by deed recorded December 30, 1936, among the Land Records of Harford County in Liber S.W.C. No. 244 Folio 53 was conveyed by Frank Ramsey to the State Roads Commission of Maryland.

BEING ALL OF THE BED OF former Maryland Route No. 754.

THE GRANTORS HEREBY FURTHER CONVEY all right, title and interest in and to the limits of Revertible Easement for Supporting Slopes of the State Highway Administration-State Roads Commission of Maryland as shown on the State Highway Administration-State Roads Commission of Maryland's plat numbered 45934, attached hereto and made a part hereof.

THE GRANTORS HEREBY FURTHER CONVEY all right, title and interest in and to the bed of the road of former Maryland Route 754, together with any appurtenances thereof, extending approximately 0.59 of a mile southwesterly from station 30+70 of the base line of right of way (former Md. Rte. 754) as said base line of right of way is delineated on the State Highway Administration-State Roads Commission of Maryland's plat numbered 45934, attached hereto

and made a part hereof.

THE INTENTION OF THIS CONVEYANCE BEING to convey in aggregate, approximately 0.61 of a mile of former Md. Rte. 754.

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

ALL THE LAND AND PREMISES, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line", as shown and/or indicated, on State Highway Administration's Plats Numbered

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all of which plats are made a part hereof, and which are duly recorded, or intended to be recorded among the Land Records of the aforesaid County(ies).

The right to create, use and maintain on the area of the land shown hatched thus ▨ on the above designated plats such slopes as are necessary to retain and support the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land over which this slope easement is retained is changed so that the easement required for slopes is no longer necessary to retain, support or protect the highway construction within the area retained as aforesaid in fee simple, then said easement for slopes shall cease to exist.

The perpetual right to create, use and maintain on the area of the land shown cross-hatched thus ▨ on the above designated plats, such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Highway Administration to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway.

The perpetual right to discharge the flow of water from such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Highway Administration to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway (either within the areas shown cross-hatched thus ▨ or within the limits of the areas hereinbefore retained in fee simple) into existing waterways or natural drainage courses, as indicated by the symbol ●→ and/or upon the existing ground, as indicated by the symbol ●→, at the outlet end of the drainage facilities so created by the Grantor, all of which are shown graphically and indicated by appropriate symbols and explanatory notations on the aforesaid plats.

ANY AND ALL RIGHT WHATSOEVER of the GRANTEES, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the lines which are designated "Right of Way Line of Through Highway", to the end that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and their remaining property across those lines which are so marked on the above mentioned plats, except by means of such public road connections as are authorized by law.

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

The perpetual right to erect and maintain, between October 1st and April 1st of each year, snow fences within 100 feet of the land hereby retained in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected or with growing crops.

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

[illegible] and excepting from the operation and effect of this deed any and all existing rights now held or used by any public [illegible] public utilities across or adjacent to the land herein conveyed.

[illegible] with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances [illegible] belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises, hereinbefore described and mentioned, to the extent of the State's right, title and interest thereto, unto.

Harford County

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

AND THE GRANTEE(S) HEREIN, by the acceptance of this deed, do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing. It being the intention hereof to perpetuate all of rights and privileges retained by the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the property hereby conveyed and the remaining property of the "GRANTEE(S)" and shall be binding upon the "GRANTEE(S)", their heirs, successors and assigns, forever.

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

WITNESS:--

.....

STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION

By .....(SEAL)
State Highway Administrator

Approved as to Form and Legal Sufficiency

.....
Special Attorney

.....(SEAL)
Governor of Maryland

Concurred in by:

.....
~~XXXXXXXXXXXXXXXXXXXX~~
Director, Office of Real Estate

.....(SEAL)
Comptroller of Maryland

.....(SEAL)
Treasurer of Maryland

WITNESS:--

.....
~~Secretary~~ adm.

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Co. Harford, To Wit:

I HEREBY CERTIFY, that on this ..... day of ..... in the year ..... before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

State Highway Administrator and acknowledged the foregoing deed to be the act of the State Highway Administration and, at the same time, made oath in due form of law that he is fully authorized to execute and acknowledge the same.

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL.

.....
Notary Public

My Commission expires .....

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

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

_____ - Governor of Maryland
_____ - Comptroller of Maryland
_____ - Treasurer of Maryland

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

WITNESS MY HAND AND NOTARIAL SEAL.

SEAL

.....
Notary Public

nission expires .....

Trans. file

Md 753

STANDARD DEED FROM STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION & BOARD OF PUBLIC WORKS OF MARYLAND (A)

FORM SHA-63.0-26D (Rev. 5-10-73) (1) Right of Way Division
STANDARD DEED Item No. G/F No. 6

THIS DEED, Made this 27th day of May in the year 19.7.

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,

Harford County

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 Harford 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

Maryland Route 753 - Halsey's Corner to Highland

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

45930, 45931, 45932, 45933

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

Harford County

all the title and interest of the State Highway Administration and the State of Maryland, in and to all of the following described parcel(s) of land, situate, lying and being in Harford County(~~ies~~), Maryland, and described as follows, to wit:--

ING FOR THE

PROPERTY CONVEYED BY
THE STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSION OF MARYLAND
TO
HARFORD COUNTY, MARYLAND

Right of Way Project No.: H-243-001-045
Right of Way Project: Md. Rte. 753 - Halsey's Corner to Highland.

Re: - Conveyance of 1.04 miles ± of Md. Rte. 753 between Old Pylesville Road to end of State Maintenance at Highland Road.
Item Nos.: 2969, 2995, 2997, 2998, 2999, 6698, 6994, 6995, 6997, -A, 6999, -A.
General Right of Way File No.: 6993

. . . . . .

ALL RIGHT, TITLE AND INTEREST OF THE GRANTORS IN AND TO the bed of the road shown shaded thus: lying between station 0+00 and station 55+10 of the base line of right of way (former Md. Rte. 753), as said base line of right of way is delineated on the State Highway Administration-State Roads Commission of Maryland's plats numbered 45930, 45931, 45932 and 45933, attached hereto and made a part hereof, and being more particularly described as follows:

BEGINNING FOR THE SAME AT A POINT in the southeasterly existing right of way line of Old Pylesville Rd. leading from Md. Rte. 543 to Md. Rte. 165, said point of beginning being the intersection of the aforementioned southeasterly existing right of way line (Old Pylesville Rd.) and a line of division previously established as the southeasterly right of way line of the connection between Old Pylesville Rd. and Md. Rte. 753, said southeasterly right of way line being further designated on the State Roads Commission of Maryland's plat numbered 3880, recorded November 15, 1940, among the Plat Records of Harford County

SAID POINT OF BEGINNING BEING situated forty-nine (49) feet measured at right angles to the left of station -00+05 of the base line of right of way (former Md. Rte. 753), as said base line of right of way is delineated on the State Highway Administration-State Roads Commission of Maryland's plat numbered 45930, attached hereto and made a part hereof; running thence and binding along the aforementioned line of division previously established as the southeasterly right of way line of the connection between Old Pylesville Road and Md. Rte. 753, S 23° 23' 18" W 52.70 feet to intersect a line of division previously established as the southeasterly right of way line of Md. Rte. 753, said southeasterly right of way line being further designated on the aforementioned State Roads Commission of Maryland's plat numbered 3880 and State Roads Commission of Maryland's plats numbered 3881, 3924 (revised 2/21/40) and

4090, recorded November 15, 1940, among the Plat Records of Harford County, running thence and binding thereon the following eleven (11) courses and distances, viz.: S 10° 00' 00" E 610.36 feet, thence by a curve to the right having a radius of 2884.79 feet for a distance of 503.49 feet, said curve being subtended by a chord bearing S 05° 00' 00" E for a chord distance of 502.85 feet, thence S 00° 00' 00" E 1291.91 feet, thence by a curve to the right having a radius of 736.19 feet for a distance of 537.52 feet, said curve being subtended by a chord bearing S 20° 54' 57" W for a chord distance of 525.66 feet, thence S 41° 50' 00" W 90.97 feet, thence by a curve to the right having a radius of 974.93 feet for a distance of 631.50 feet, said curve being subtended by a chord bearing S 60° 23' 22" W for a chord distance of 620.51 feet, thence S 78° 55' 00" W 52.21 feet, thence by a curve to the left having a radius of 552.96 feet for a distance of 588.71 feet, said curve being subtended by a chord bearing S 48° 25' 00" W for a chord distance of 561.30 feet, thence S 17° 55' 00" W 336.18 feet, thence by a curve to the left having a radius of 1617.02 feet for a distance of 396.05 feet, said curve being subtended by a chord bearing S 10° 54' 00" W for a chord distance of 395.06 feet, thence S 02° 42' 47" W 440.62 feet to intersect a line of division hereby established for the purpose of this Grant, running thence and binding thereon the following two (2) courses and distances, viz.: N 86° 07' 00" W 29.0 feet, thence continuing N 86° 07' 00" W 11.0 feet to intersect a line of division previously established as the northwesterly right of way line of Md. Rte. 753, said northwesterly right of way line being further designated on the aforementioned State Roads Commission of Maryland's plats numbered 4090, 3924 (revised 2/21/40), 3881 and 3880, running thence and binding thereon the following fifteen (15) courses and distances, viz.: N 02° 42' 47" E 440.62 feet, thence by a curve to the right having a radius of 1657.02 feet for a distance of 405.85 feet, said curve being subtended by a chord bearing N 10° 54' 00" E for a chord distance of 404.83 feet, thence N 17° 55' 00" E 336.18 feet, thence by a curve to the right having a radius of 592.96 feet for a distance of 326.94 feet, said curve being subtended by a chord bearing N 33° 42' 45" E for a chord distance of 322.81 feet, thence N 29° 15' 26" W 51.92 feet, thence N 61° 27' 10" E 29.53 feet, thence S 29° 18' 36" E 46.45 feet, thence by a curve to the right having a radius of 592.96 feet for a distance of 274.34 feet, said curve being subtended by a chord bearing N 65° 39' 44" E for a chord distance of 271.90 feet, thence N 78° 55' 00" E 52.21 feet, thence by a curve to the left having a radius of 934.93 feet for a distance of 605.61 feet, said curve being sub-

tended by a chord bearing N 60° 23' 24" E for a chord distance of 595.07 feet thence N 41° 50' 00" E 90.97 feet, thence by a curve to the left having a radius of 896.19 feet for a distance of 508.32 feet, said curve being subtended by a chord bearing N 20° 54' 57" E for a chord distance of 497.10 feet, thence N 00° 00' 00" W 1291.91 feet, thence by a curve to the left having a radius of 2844.79 feet for a distance of 496.51 feet, said curve being subtended by a chord bearing N 05° 00' 00" W for a chord distance of 495.88 feet thence N 10° 00' 00" W 589.36 feet to intersect a line of division previously established as the southwesterly right of way line of the connection between Old Pylesville Rd. and Md. Rte. 753, said southwesterly right of way line being further designated on the aforementioned State Roads Commission of Maryland's plat numbered 3880, running thence and binding thereon N 50° 36' 05" W 55.32 feet to intersect the aforementioned southeasterly existing right of way line of Old Pylesville Rd., running thence and binding thereon the following two (2) courses and distances, viz.: by a curve to the left having a radius of 600.0 feet for a distance of 56.87 feet, said curve being subtended by a chord bearing N 70° 04' 06" E for a chord distance of 56.85 feet, thence continuing by a curve to the left having a radius of 600.0 feet for a distance of 51.0 feet, said curve being subtended by a chord bearing N 64° 55' 45" for a chord distance of 50.75 feet to the place of beginning.

CONTAINING: 5.12 acres plus or minus, and being further designated on the State Highway Administration-State Roads Commission of Maryland's plats numbered 45930, 45931, 45932 and 45933, attached hereto and made a part hereof.

BEING ALL OF THE LAND which by Deed recorded November 4, 1940, among the Land Records of Harford County in Liber G.L.B. No. 263-198 was conveyed by W. Paul Halsey and Hollis M. Halsey, his wife, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by Deed recorded October 17, 1940, among the Land Records of Harford County in Liber G.L.B. No. 263 Folio 98 was conveyed by David G. Harry and Sarah E. Harry, his wife, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by Deed recorded October 20, 1944, among the Land Records of Harford County in Liber No. 269 Folio 162 was conveyed by T. Jerome Heaps to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by Deed recorded November 4, 1940, among the Land Records of Harford County in Liber G.L.B. No. 263 Folio 193, was conveyed by Earl C. Baity and Bessie M. Baity, his wife, to the State of Maryland, to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by Deed recorded November 4, 1940, among the Land Records of Harford County in Liber G.L.B. No. 263 Folio 195, was conveyed by George H. Taylor and Lillian M. Taylor, his wife, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by Deed recorded September 24, 1940, among the Land Records of Harford County in Liber G.L.B. No. 261 Folio 495 was conveyed by William H. Day and Nellie W. Day, his wife, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by Deed recorded November 4, 1940, among the Land Records of Harford County in Liber G.L.B. No. 263 Folio 196 was conveyed by the Trustees of Highland Presbyterian Church, to the State of Maryland, to the use of the State Roads Commission of Maryland.

BEING PART OF THE LAND which by Deed recorded December 3, 1940, among the Land Records of Harford County in Liber No. 263 Folio 294 was conveyed by

Highland Grange No. 255, Patrons of Husbandry, a body Corporate to the State of Maryland, to the use of the State Roads Commission of Maryland.

BEING ALL OF THE BED of former Maryland Route No. 753. 6

THE GRANTORS HEREBY FURTHER CONVEY ALL RIGHT, TITLE AND INTEREST in and to the limits of Revertible Easement for Supporting Slopes of the State Highway Administration-State Roads Commission of Maryland as shown on the State Highway Administration-State Roads Commission of Maryland's plats numbered 45930, 45931, 45932 and 45933, attached hereto and made a part hereof.

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

ALL THE LAND AND PREMISES, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line", as shown and/or indicated, on State Highway Administration's plats Numbered

_____

all of which plats are made a part hereof, and which are duly recorded, or intended to be recorded among the Land Records of the aforesaid County(ies).

The right to create, use and maintain on the area of the land shown hatched thus on the above designated plats, such slopes as are necessary to retain and support the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land over which this slope easement is retained is changed so that the easement required for slopes is no longer necessary to retain, support or protect the highway construction within the area retained as aforesaid in fee simple, then said easement for slopes shall cease to exist.

The perpetual right to create, use and maintain on the area of the land shown cross-hatched thus on the above designated plats, such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Highway Administration to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway.

The perpetual right to discharge the flow of water from such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Highway Administration to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway (either within the areas shown cross-hatched thus or within the limits of the areas hereinbefore retained in fee simple) into existing waterways or natural drainage courses, as indicated by the symbol and/or upon the existing ground, as indicated by the symbol , at the outlet end of the drainage facilities so created by the Grantor, all of which are shown graphically and indicated by appropriate symbols and explanatory notations on the aforesaid plats.

ANY AND ALL RIGHT WHATSOEVER of the GRANTEES, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the lines which are designated "Right of Way Line of Through Highway", to the end that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and their remaining property across those lines which are so marked on the above mentioned plats, except by means of such public road connections as are authorized by law.

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

The perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land hereby retained in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now ~~erected or hereafter erected or with growing crops.~~

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

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

ER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises, hereinbefore described and mentioned, to the extent of the State's right, title and interest thereto, unto.

Harford County

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

AND THE GRANTEE(S) HEREIN, by the acceptance of this deed, do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing, it being the intention hereof to perpetuate all of rights and privileges retained by the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the property hereby conveyed and the remaining property of the "GRANTEE(S)" and shall be binding upon the "GRANTEE(S)", their heirs, successors and assigns, forever.

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

WITNESS:--

P. J. Heinold

STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION

By Bernard M. Evans (SEAL)
State Highway Administrator

Approved as to Form and Legal Sufficiency

Thomas Patishi
Special Attorney

Blair Lee (SEAL)
Governor of Maryland

Louis L. Goldstein (SEAL)
Comptroller of Maryland

Concurred in by:

Carlton W. Rosier
~~Chief Highway Engineer~~
Director, Office of Real Estate

William S. James (SEAL)
Treasurer of Maryland

WITNESS:--

Edward L. Middleton
Secretary

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND, ~~CITY~~ Co. Harford OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 30th day of May in the year 1977 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

State Highway Administrator and acknowledged the foregoing deed to be the act of the State Highway Administration and, at the same time, made oath in due form of law that he is fully authorized to execute and acknowledge the same.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

Marie J. Cicirelli
Notary Public

My Commission expires July 1, 1978

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

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

_____ - Governor of Maryland
_____ - Comptroller of Maryland
_____ - Treasurer of Maryland

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

WITNESS MY HAND AND NOTARIAL SEAL.

...RY SEAL

.....
Notary Public

...mmission expires .....

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
THURSDAY, JUNE 3, 1976
* * * *

Administrator Evans executed the following deed dated June 3, 1976, 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 parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Harford County, Md.	0.13± acre of land, being part of the bed of former Rock Spring Church Road, and 0.03± acre of land in Harford County, being portion of former Christ Episcopal Church property, Item 35547, Contract H-391-002-420	Request of Grantee

NOT PART OF ANY SYSTEM

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. C. W. Reese
Mr. R. S. Bennett
Mr. E. J. Trexler
Mr. T. L. Cloonan
Bd. of Public Works of Md.
Secretary's file
Contract H-391-002-420

1036

14530

NOT PART OF ANY SYSTEM - STATE, COUNTY OR MUN.

April 15, 1976

Project H 118-44
Md. Rte. 152-Bagley's Corner
to Shipley's Corner
Former Henry C. Holter Property
Item No. 828

John J. Schuchman, Esquire
Staff Attorney
Joppa and Falls Roads
Brooklandville, Maryland 21022

Dear Mr. Schuchman:

We are forwarding to you an executed deed conveying the excess land of the above-captioned property containing 0.083 acre, plus or minus, to Ronald G. Aker and Lizzie M. Aker, his wife.

This parcel was sold to Mr. and Mrs. Aker for $575. The $100 initial deposit was paid and credited to the Administration's account at the time of acceptance of the bid.

When you close this case and deliver the deed to Mr. Ronald G. Aker, 1501 Mountain Road, Joppa, Maryland 21085, you should receive a certified or cashier's check made payable to the State Highway Administration of Maryland in the amount of $475 representing the balance payment due for this property.

It would be appreciated if you would advise Mr. Aker to have this deed recorded among the Land Records of Harford County and forward a reference of the recordation, indicating the date, liber and folio numbers, in order for us toccomplete our records on this transaction.

Thank you for your cooperation in this matter.

Very truly yours,

ORIGINAL SIGNED BY
DAVID E. MUSER

David E. Muser, Assistant Chief
Property Management Section
Office of Real Estate

DEM:jl
Attachments: deed with attached plat 45482
cc: Mr. Carroll T. Richardson
Mr. James S. Sfekas
Mr. Harry J. Pistel, Jr.
Mr. Barry R. Ditto
Mr. Richard R. Baker
Mr. Edgar Chambers
Mr. Paul Becker
Mr. Ronald Aker

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Old Md 161 - Abandoned due to Relocation of Md 161 old Section Shown at milepost 4.06 on Md 161

O.E.B.

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR NORTHAM B. FRIESE
TUESDAY, MARCH 18, 1975
* * * * *

Acting Administrator Friese executed the following dated March 18, 1975, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
William M. Gatewood and Olga M., wife	0.47± and 0.22± acre of land in Harford County, being part of the bed of the road of former Md. 161, former Miles B. Hopkins, et al property, Item 66553, Contract H-340-3-471	Option, Item 66554 Contract H-340-3-471

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. C. W. Reese
Mr. R. S. Bennett
Mr. D. H. Fisher
Mr. T. L. Cloonan ✓
Bd. of Public Works of Md.
Secretary's file
Contract H-340-3-471

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

MARCH 20, 1974

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated March 20, 1974, between the State Highway Administration and Harford County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road subject to the conditions more fully set forth in the agreement.

Smith Rd. - From Connolly Road (Co. 1037) Station 15+75.05 to end of contract at Station 2+94.32 for a distance of 0.24± mile as constructed under contract H335-3-420.

Said agreement had previously been executed by the County Executive of Harford County and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copies to:
N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
H. J. Pistel
R. J. Hajzyk
C. E. Caltrider
C. W. Reese
H. H. Bowers
T. Hicks
E. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
J. V. Lentz
Miss D. J. Sinners
Harford County
Secretary's File
SHA-Harford County File

294
1575.05
294.32
1280.73

10,000.00
7,738.50
2261.50
1280.73
3542.23

THIS AGREEMENT made this 20th day of February 1974 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Harford County, Maryland, hereinafter referred to as "County," party of the second part.

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways, or portions thereof, to the Governing Bodies of the several Counties of Maryland, for the purpose of reducing the cost of road maintenance, and the Governing Bodies of the several Counties of Maryland are empowered to transfer County roads, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance; and,

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

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

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

convey and quit claim unto the "County" and the "County," party of the second part, does hereby accept such transfer from the "Highway Administration" of the following described section of State constructed road as a part of the County Highway System:

Smith Road - From Connolly Road (Co. 1037) station 15+75.05 to end of contract at station 2+94.32 for a distance of 0.24± miles as constructed under Contract H-335-3-420.

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

1. The aforegoing mileage will be included in the County's road inventory as of December 1, of the year following completion of the resurfacing of the roadway by the "Highway Administration," with 3 in. of bituminous concrete.

2. The basis for the allocation of funds will include the additional 0.24± miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.

3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1, hereof.

4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way, and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

~~THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION~~

WITNESS:

~~By:~~ _____

~~Bernard M. Evans~~
~~State Highway Administrator~~

APPROVED:

Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 21st day of March 1974.

Administrative Special Attorney

HARFORD COUNTY, MARYLAND

ATTEST:

By: _____
County Executive

Approved as to form and legal sufficiency this 28th day of January 1974.

APPROVED:

Director of Public Works

County Attorney

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
FRIDAY, NOVEMBER 12, 1971
* * *

Administrator Fisher executed triplicate copies of agreement dated October 11, 1971 between the State Highway Administration and The Philadelphia, Baltimore and Washington Railroad Company, covering the proposed construction and maintenance of a new highway bridge over the train tracks in connection with the relocation and improvement of Md. 24 at Edgewood Arsenal, Maryland, Contract H-388-8-471, subject to the conditions more fully set forth therein.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Office of Planning & Safety
Mr. W. L. Shook
Mr. A. L. Grubb
Mr. H. H. Bowers
Mr. P. R. Miller
Mr. H. J. Pistel, Jr.
Mr. M. M. Brodsky
Mr. H. B. Felter
Mr. W. Duckett
Mr. C. E. Wyant, Jr.
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. G. W. Cassell
Mr. F. R. Galloway
Mr. W. F. Lins
Mr. E. K. Lloyd
Secretary's File
SHA-Harford County File
Contract H-388-8-471

Harford Co

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
MONDAY, JANUARY 19, 1970
* * *

Chairman-Director Fisher executed triplicate copies of supplemental agreement dated January 19, 1970, between the State Roads Commission and the Mayor and City Council of Havre De Grace, Maryland, relative to agreement of September 6, 1966, wherein the City desires to continue the improvement of Juniata Street by the construction of an additional segment from Otsego Street in a southerly direction to Fountain Street, a distance of approximately 0.502 mile, Federal Aid Project No. US-9885(4), in order to utilize Federal Aid funds made available by the Commission, with the City financing all costs in excess of Federal reimbursement, subject to the conditions set forth therein. In all other respects the terms and provisions of original agreement to remain in full force and effect.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Office of Planning & Safety
Mr. W. L. Shook (2)
Mr. C. S. Linville
Mr. H. J. Pistel (2)
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. R. E. Jones
Mr. P. R. Miller
Mr. H. H. Bowers
Mr. M. M. Brodsky
Mr. G. W. Cassell
Mr. L. A. Yost, Jr. (2)
Mr. H. Berger
Mayor & City Council of Havre de Grace
Secretary's File #44229
SRC-Harford County file
Contract H-538-1-415;FAP#US-9885(4)

THIS SUPPLEMENTAL AGREEMENT, made this 19TH day of JANUARY, 1970, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the State of Maryland, party of the first part, hereinafter sometimes called the "Commission", and the MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, a municipal corporation, party of the second part, hereinafter sometimes called the "City".

WHEREAS, the Commission and the City entered into an agreement on the sixth day of September, 1966, (a copy of said agreement being attached hereto) whereby the City agreed to improve a portion of Juniata Street from Otsego Street to Superior Street within the said City, using Federal Aid Funds for the construction of said project; and

WHEREAS, the said project was designated Federal Aid Project #US-9885 (2) Juniata Street; and

WHEREAS, the City now desires to continue the improvement of Juniata Street by the construction of an additional segment from Otsego Street in a southerly direction to Fountain Street for a distance of approximately 0.502 miles, said project being designated Federal Aid Project #US-9885 (4); and

WHEREAS, The City and the Commission desire to continue with the improvement of Juniata Street in accordance with the terms and provisions of the aforementioned agreement dated September 6, 1966 and all of the terms and provisions hereof, except as specifically provided herein.

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

1. The City shall undertake the improvement of Juniata

Street between Otsego Street and Fountain Street within said City and shall improve the same, with the assistance of the Commission, in accordance with all of the terms and provisions of the agreement dated September 6, 1966 entered into by and between the parties hereto, a copy of said agreement being attached hereto and taken as a part hereof, except that if, for any reason, the City fails to pay any portion of said project costs, the Commission is hereby authorized to deduct such costs from the City's share of Highway User Revenue due it.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by the proper officers duly authorized to execute said agreement, the date and year first above written.

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

BY: Chairman and Director of Highways

THE MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE, MARYLAND

City Clerk

BY: Henry J. Loeblein, Mayor

APPROVED as to form and legal sufficiency this 5th day of January, 1970.

Special Attorney of Maryland

Recommended for approval this 13th day of January, 1970.

Chief Engineer

Date: _____

APPROVED as to form and legal sufficiency this 19th day of December, 1969.

City Attorney

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
MONDAY, APRIL 28, 1969
* * *

On recommendation of Deputy Chief Engineer-Development Downs in letter dated April 28, 1969, Chairman-Director Fisher approved submission of the following petition to the Board of County Commissioners of Harford County, Maryland, Court House, Belair, Maryland 21014, for the closing of a portion of county road affected by relocated Maryland Route 24, State Roads Commission Contract No. H-388-1-471:

"TO THE BOARD OF COUNTY COMMISSIONERS OF HARFORD COUNTY, MARYLAND
COURT HOUSE
BELAIR, MARYLAND, 21014

PETITION FOR THE CLOSING OF A PORTION OF COUNTY ROAD AFFECTED BY RELOCATED MARYLAND ROUTE 24

STATE ROADS COMMISSION CONTRACT NO. H-388-1-471

Now comes the Maryland State Roads Commission pursuant to Section 135 of Article 25, Annotated Code of Maryland (1966 Replacement Volume as amended), and prays that proper action be taken to authorize the closing of a portion of County Road as indicated below:

Van Bibber Road------Beginning at a point approximately 1200-feet North of its intersection with Maryland Route 7, Northerly for a distance of 400-feet.

Total length of closure = 400-feet

The portion of Van Bibber Road to be closed will be severed by relocated Maryland Route 24 as shown on attached section of Title Map. Access on the north to be provided by a new facility known as relocated Van Bibber Road, connecting into present Maryland Route 24 and relocated Maryland Route 24. Access on the south unchanged to Maryland Route 7.

The portion of Van Bibber Road proposed to be closed is also shown on plat numbered 32563 prepared by the Maryland State Roads Commission dated November 3, 1965, which is filed in the office of the Board of Commissioners of Harford County, Maryland, and open for inspection of the Public.

WHEREFORE, Your Petitioner respectfully prays that the Board of County Commissioners of Harford County, Maryland, take the necessary action to authorize the closing of the aforegoing portion of the Public road.

MARYLAND STATE ROADS COMMISSION

By: (Sgd.) David H. Fisher
David H. Fisher
Chairman-Director

(Sgd.) Austin W. Smith
Austin W. Smith
Secretary"

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

(Sgd.) Nolan H. Rogers
Nolan H. Rogers
Special Attorney

Copy: Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. H. G. Downs
Mr. A. L. Grubb
Mr. H. J. Pistel (2)
Mr. M. M. Brodsky
Mr. W. L. Shook (2)
Mr. E. D. Reilly
Contract H-388-1-471
Mr. T. Hicks (4)
Mr. G. N. Lewis, Jr. (4)
Mr. G. W. Cassell
Mr. P. R. Miller (4)
Mr. L. A. Yost, Jr. (2)
Mr. M. D. Philpot
Miss D. J. Sinners
Secretary's File
SRC-Harford County File

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FLEMER
MONDAY, APRIL 20, 1959

On recommendation of Deputy Chief Engineer-Development Lowe, in letter dated April 20, 1959, Chairman-Director Flemer approved submission of the following petition to the Board of County Commissioners of Harford County, Maryland, Court House, Bel Air, Maryland 21014, for the closing of a portion of county road affected by relocated Maryland Route 24, State Roads Construction Contract H-390-1-61:

TO THE BOARD OF COUNTY COMMISSIONERS OF HARFORD COUNTY, MARYLAND
COURT HOUSE
BELAIR, MARYLAND, 21014

PETITION FOR THE CLOSING OF A PORTION OF COUNTY ROAD AFFECTED BY RELOCATED MARYLAND ROUTE 24

STATE ROADS CONSTRUCTION CONTRACT NO. H-390-1-61

Now comes the Maryland State Roads Commission pursuant to Section 195 of Article 21, Annotated Code of Maryland (1956 Replacement Volume as amended), and prays that proper action be taken to authorize the closing of a portion of county road as indicated below:

Van Bibber Road----Beginning at a point approximately 1700-feet North of its intersection with Maryland Route 7, Northerly for a distance of 400-feet.

Total length of closure = 400-feet

The portion of Van Bibber Road to be closed will be replaced by relocated Maryland Route 24 as shown on attached section of Title Map. Access to the north will be provided by a new facility known as relocated Van Bibber Road, connecting into present Maryland Route 24 and relocated Maryland Route 24, access on the south unchanged to Maryland Route 7.

The portion of Van Bibber Road proposed to be closed is also shown on plat numbered 12562 prepared by the Maryland State Roads Commission dated November 1, 1959, which is filed in the office of the Board of Commissioners of Harford County, Maryland, and open for inspection of the public.

WHEREFORE, Your Petitioner respectfully prays that the Board of County Commissioners of Harford County, Maryland, take the necessary action to authorize the closing of the aforesaid portion of the public road.

MARYLAND STATE ROADS COMMISSION

By: (Sgd.) David H. Flemer
David H. Flemer
Chairman-Director

(Sgd.) Austin V. Smith
Austin V. Smith
Secretary

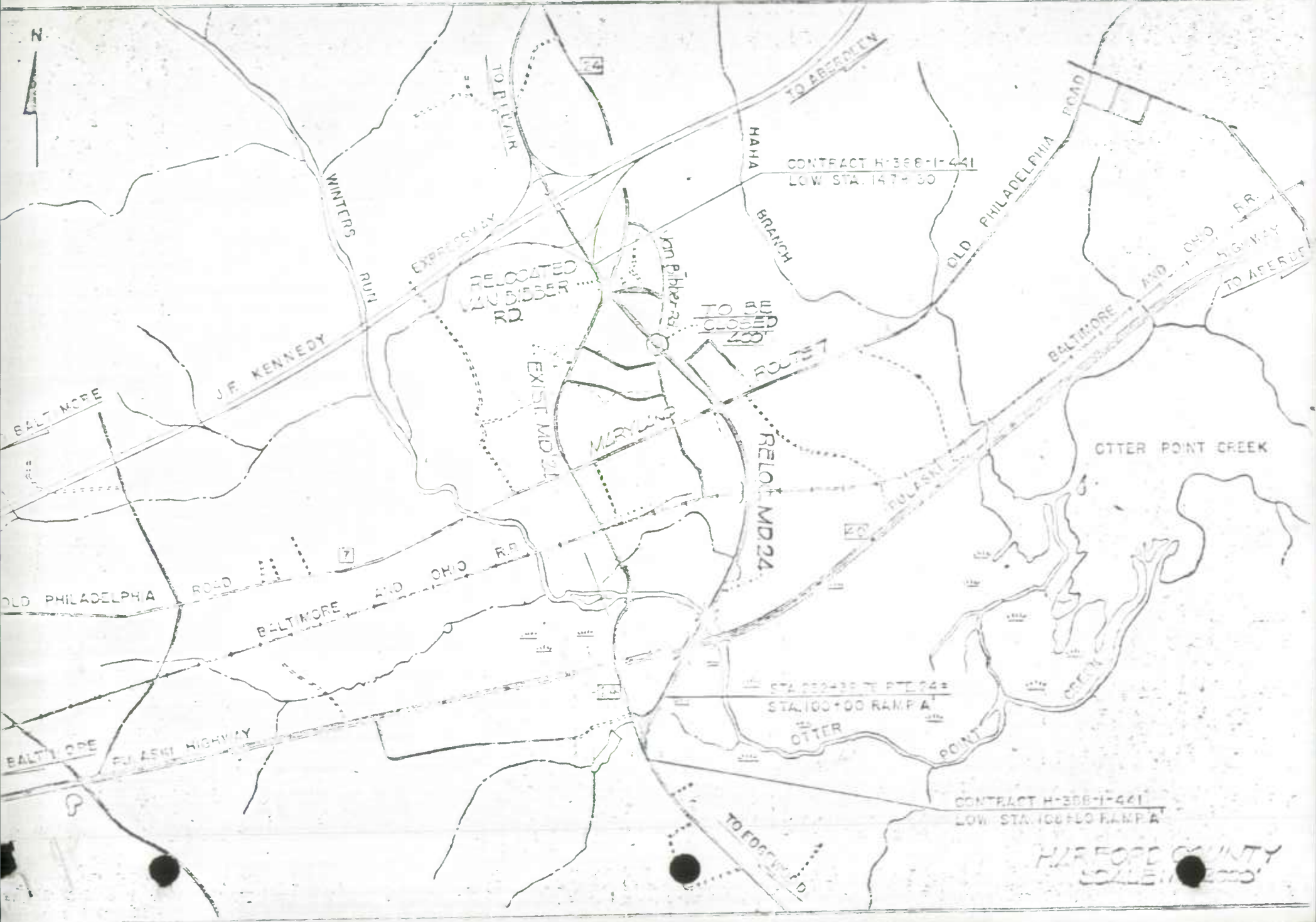
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

(Sgd.) Nolan H. Rogers
Nolan H. Rogers
Special Attorney

Copy: Mr. W. L. Goodfriend, Jr.
Mr. J. R. Hadland
Mr. H. O. Deems
Mr. A. L. Grubb
Mr. H. J. Pfistel (2)
Mr. M. M. Brodsky
Mr. . . Shook (2)
Mr. E. D. Heffly
Contract H-390-1-61

Mr. T. Hines (4)
Mr. . . Levin, Jr. (4)
Mr. . . Hammel
Mr. F. P. Hilder (4)
Mr. L. A. Jones, Jr. (2)
Mr. H. E. Phillips
Miss G. L. Stimmers
Department File
SRC-Harford County File

CONTRACT NO. H-388-I-471



STATE OF MARYLAND

STATE ROADS COMMISSION

300 WEST PRESTON STREET
BALTIMORE, MD. 21201

(MAILING ADDRESS P.O. BOX 717, BALTIMORE, MD. 21203)

Date: April 15, 1969

TO THE County Commissioners

FOR Harford County

CONTRACT NO. H-388-1-471
F.A.P. NO. S-SG-(9075)1
ROUTE Md. 24 (Relocated)
from J. F. Kennedy Highway to
S. of U.S.Rte.40 towards Edgewood

RE: Notice of Proposed County
Road Closure

As a result of the State Roads Commission's proposed highway improvement described above, there is necessity for closing a portion or portions of the following County road(s) within the limits described below:

1. Van Bibber Road, for a distance of 400'. Access to north to be provided by a new facility known as Relocated Van Bibber Road, connecting into present Rte. 24 and Relocated 24.

   Access on south unchanged to Md. Rte. 7.

The extent of closure and proposed treatment of each affected road has been indicated on the attached prints of the State Roads Commission's right of way mosaic and tentative and/or final right of way plats which pertain to the areas involved. Preliminary construction plans furnished to the County approximately April 1965, via District Engineer for participation in the preliminary field investigation and subsequent conference provide construction details to supplement the information provided by the mosaic and right of way plats.

The intent of this submission is to provide the County with sufficient information relative to road closings in order that an early understanding between the County and the Commission can be realized.

Acknowledgement from the County indicating concurrence in the State Roads Commission's proposed closing of the County road or roads within the limits described herein is requested.

A subsequent resolution by the Commission requesting the County's formal action to close affected county road(s) within the limits indicated above will be submitted.

Very truly yours,

M D Philpot

Malcolm D. Philpot, Chief
Bureau of Special Services

MDP/bs
CC: Mr. H. G. Downs
Mr. L. A. Yost
Mr. G.W. Cassell
Mr. H.B. Felter
Mr. H. J. Pistel
District Engineer, District No. 4

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JANUARY 3, 1968
* * *

Deputy Director-Chief Engineer Fisher referred to previous correspondence wherein the Commissioners of Aberdeen had requested that the State Roads Commission concur in a proposal to change the name of the Northern Thruway to Aberdeen Parkway and Chairman-Director Wolff had agreed to recommend to the Commission that the name be changed to Aberdeen Thruway.

On motion of Mr. Owings, seconded by Mr. Thorp, the recommendation was approved and the name "Northern Thruway" was changed to "Aberdeen Thruway."

Copy: Mr. J. B. Wolff
Mr. D. H. Fisher
Mr. W. J. Addison
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. G. W. Cassell
Mr. G. N. Lewis, Jr.
Mr. H. J. Pistel, Jr. (2)
Mr. C. W. Reese
SRC-Harford County file
SRC-Name Designations file

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR J ROME B. WOLFF
MONDAY, OCTOBER 9, 1967
* * *

Chairman and Director Wolff executed triplicate copies of agreement dated September 7, 1967, by and between The Philadelphia, Baltimore and Washington Railroad Company, The Pennsylvania Railroad Company, for itself and as lessee of 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 with reference to construction of dual highway bridges at approximate Railroad Valuation Station 3249+78±, in connection with the Commission's proposed construction of a new highway, to be known as the Northern Thruway, from the Aberdeen Proving Grounds to the John F. Kennedy Memorial Highway, just east of Aberdeen in Harford County, Maryland (Contract H-268-1-441), which will cross over the main line tracks and property of the Railroad.

Said agreement had been executed previously on the part of the Railroad, approved by Deputy Director-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. W. N. Barnes (2)
Mr. M. D. Philpot (2)
Mr. H. G. Downs
Mr. A. L. Grubb (2)
Mr. H. P. Jones
Mr. W. J. Addison
Mr. W. B. Duckett (2)
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Harford County
Contract H-268-1-441

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
MONDAY, SEPTEMBER 11, 1967
* * *

Chairman and Director Wolff executed duplicate copies of agreement dated September 11, 1967, by and between The Baltimore and Ohio Railroad Company, therein called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the second part, wherein the parties thereto agree as to their respective aims and obligations in connection with replacement of the Railroad's existing overhead bridge (Railroad #17-A), which carries Mountain Road (Md. Route 152) across the track and property of the Railroad at Clayton, in Harford County, Maryland, with a modern highway structure, in connection with the Commission's relocation and improvement of Mountain Road (Md. Route 152) between U. S. Route 40 and Stockton Road (Contract H-360-6-471;FAP#S-9420(1), which will cross over the Railroad just east of the present bridge.

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. W. N. Barnes
Mr. M. D. Philpot (2)
Mr. H. G. Downs
Mr. A. L. Grubb (2)
Mr. H. P. Jones
Mr. W. J. Addison
Mr. W. B. Duckett
Mr. L. C. Moser (2)
Mr. H. B. Felter
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Harford County
Contract H-360-6-471;FAP#S-9420(1)

Secretary's File

No. 44229

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 5, 1966

* * *

The Commission approved and authorized Chairman and Director Funk to execute on its behalf duplicate copies of agreement dated September 6, 1966, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and the Mayor and City Council of Havre de Grace, Maryland, a body corporate, party of the second part, therein called the "City," applicable to construction of Juniata Street from Ostego Street northerly to Superior Street for a distance of approximately 0.284 mile, more particularly described as follows:

Federal Aid Project Number US-9885(2) - Juniata Street

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

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

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. C. A. Goldeisen
Mr. H. P. Jones
Mr. W. J. Addison
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. G. N. Lewis, Jr. (8)
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. G. W. Cassell
Mr. L. C. Moser (3)
Mayor & City Council of Havre de Grace
Secretary's File
SRC-Harford County
Contract H-538-415;FAP#US-9885(2)

Secretary's File
No. 44229

October 13, 1966

Mayor and City Council
Havre de Grace, Maryland 21078

Gentlemen:

Enclosed are copies of excerpt from minutes of meeting of the State Roads Commission of Maryland, dated October 5, 1966, and executed copy of agreement of September 6, 1966, by and between this Commission and the City of Havre de Grace, relative to construction of Federal Aid Project No. US-9885(2) - Juniata Street.

Very truly yours,

A. W. Smith
Secretary

AWS:ekr
Enclosures
CC: Mr. D. H. Fisher
Secretary's File

Secretary's File
No. 44229

THIS AGREEMENT, Made this 6th day of September, nineteen hundred and sixty-six, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part, hereinafter called the "COMMISSION", and THE MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, a body corporate, party of the second part, hereinafter called the "CITY", Witnesseth:

WHEREAS, The City desires to construct a certain project in the Federal Aid Urban area of the City of Havre De Grace, in order to utilize any Federal funds which may be made available by the Commission for use of the City, and

WHEREAS, the City proposes the improvement by construction of a highway in the City of Havre De Grace, Juniata Street from Ostego Street northerly to Superior Street for a distance of approximately 0.284 mile, more particularly described as follows:

Federal Aid Project Number US-9885 (2) - Juniata Street

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

WHEREAS, the City proposes to utilize Federal-aid funds for the construction of said project, and

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

WHEREAS, the U. S. Bureau of Public Roads' Policy and Procedure Memorandum No. 21-6.3 dated January 16, 1961, sets forth procedures whereby services and facilities of the local government may be utilized and requires that there be an exectued

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

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

WHEREAS, the Commission finds that the design can be advantageously performed under the direction of the City, and

WHEREAS, the City desires and is willing to cooperate with the Commission in carrying out the objectives of the Federal Aid Act, all in accordance with the regulations, policies and procedures of the U. S. Bureau of Public Roads;

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

1. The Commission agrees that the City shall make preliminary studies, preliminary and final designs, prepare specifications, estimates and contracts with their own forces or by utilizing the services of a consulting engineer having prior concurrence of the Commission and the U.S. Bureau of Public Roads. All work performed by the City and all contracts entered into by the City shall be subject to prior approval of the Commission and the U. S. Bureau of Public Roads, in conformance with Bureau Policy and Procedure, and reimbursement to the County shall be on the basis agreed upon at the time the work is authorized.

2. The City shall provide all necessary rights of way for the construction and maintenance of the project at no expense to the Commission, and said rights of way shall be of the width and otherwise conform to the requirements of any law applicable thereto, and the requirements of the U. S. Bureau of Public Roads.

3. Construction of the project shall be subject at all times to inspection by representatives of the Commission and the U. S. Bureau of Public Roads so as to insure full compliance with law, rules and regulations relating to projects upon which Federal funds are being expended. The Commission, at the cost to the City, shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in the same number and of the same qualifications as would be appropriate on comparable Commission contracts.

4. All construction work shall be performed in accordance with the standard specifications of the Commission or as specifically authorized by project approval.

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

6. Subjectto the concurrence by the City and the prior authorization of the U.S. Bureau of Public Roads, the Commission, on behalf of the City, shall advertise for bids and award the contract.

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

8. All contracts for work on the project will be between the City and the successful bidder, and the Commission assumes no legal liability in connection therewith. The City agrees to save the Commission harmless from all law or equity suits for or on account of all contracts and construction, or from any liability whatever, either directly or indirectly arising from or out of said contracts or construction.

9. All materials incorporated in the project shall be tested and incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory of the Commission will be used to the extent practical for this purpose.

10. Reimbursement to the City for all eligible and participating costs expended in the accomplishment of the project will be made on audit of the pertinent records. The City will be required to maintain in readily accessible files all payrolls, contract documents, and other papers relating to quantities applicable to the project for a period of not less than three (3) years after the U. S. Bureau of Public Roads pays the final cost of their share of the project.

11. The City shall keep open to traffic and maintain the project in a satisfactory manner and make ample provision each year for such maintenance, and further agrees to regulate and control vehicular traffic and parking in conformity with Commission requirements.

12. The City further agrees that all signs, signals and markings shall conform to the Manual of Uniform Control Devices approved by the U. S. Bureau of Public Roads, and that future changes in traffic control measures will be subject to prior approval of the U. S. Bureau of Public Roads.

13. That where unsatisfactory maintenance is called to the attention of the City, immediate corrective action shall be taken.

14. The rights of way provided for said improvement shall be held inviolate for public highway purposes, and no signs, posters, billboards, roadside stands or other private installations shall be permitted within the right of way limits, and traffic control lights shall not be installed on the project without prior approval of the Commission.

15. The Commission shall be reimbursed for any and all expenditures

or costs incurred, including but not limited to managerial expenses which it incurs, in the performance of this contract. Final determination of costs will be made after all claims are satisfied and adjustments will be made accordingly. If for any reason the City fails to pay any portion of said project costs, the Commission is hereby authorized to deduct such costs from the County's share of the gasoline tax due it.

16. The Commission shall require, when necessary, the City to direct the Susquehanna Power Company to regulate the movement of its trains so as not to interfere with the safety of vehicles in operation on Juniata Street.

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

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

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

By: _____
Chairman and Director of Highways

_____
Secretary

Approved as to form and legal sufficiency this 25 day of August, 1966.

_____
Special Attorney of Maryland

RECOMMENDED FOR APPROVAL:

_____ 10/3/66
Chief Engineer (State Roads Commission) Date

THE MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND

Mayor

ATTEST:

Clerk

Approved as to form and legal sufficiency this 6th day of September, 1966.

City Attorney

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, MARCH 7, 1966
***

Chairman and Director Funk executed duplicate copies of agreement, dated March 7, 1966, by and between The Baltimore and Ohio Railroad Company, therein sometimes called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, therein sometimes called "Commission," party of the second part, wherein the parties thereto agree concerning their respective aims and obligations in connection with the relocation and improvement of Maryland Route 24 from the John F. Kennedy Memorial Highway to East of U. S. Route 40 toward Edgewood, in the vicinity of Van Bibber, in Harford County, Maryland, which will involve the construction of highway bridges over the mainline tracks and property of the Railroad at approximate Railroad Valuation Station 3873, Contract No. H-388-1-441, as more fully recited therein.

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

Copy: Mr. D. H. Fisher
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. A. L. Grubb (2)
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. E. C. Chaney (2)
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Harford County
Contract H-388-1-441

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

Chairman and Director Funk executed triplicate copies of Supplemental Agreement, dated February 28, 1966, by and between The Baltimore and Ohio Railroad Company, therein sometimes called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, therein sometimes called "Commission," party of the second part, to which is appended certain additional requirements to effectuate the requirements of the Regulations (Title 15, Code of Federal Regulations, Part 8) in implementation of Title VI of the Civil Rights Act of 1964 (Section 78, Stat. 252), issued by the Department of Commerce, with reference to project covered by agreement dated February 7, 1966, by and between the same parties, for construction of a new highway to be known as the Northern Thruway, from the Aberdeen Proving Ground to the John F. Kennedy Memorial Highway, just east of Aberdeen, in Harford County, Maryland, which will cross over the main line track and property of the Railroad by means of dual highway bridges at approximate Railroad Valuation Station 3392+30 (Contract H-268-1-441).

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. W. J. Addison
Mr. M. D. Philpot (2)
Mr. H. G. Downs
Mr. A. L. Grubb (2)
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. E. C. Chaney (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
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Harford County
Contract H-268-1-441

MINUTES OF ACTION OF STATE HIGHWAY COMMISSION OF MARYLAND
AT CHARTER AND DISTRICT, JOHN E. FRYER
[illegible], [illegible] 20, 1964

Chairman and Director Fryer presented tentative copies of Supplemental Agreement, dated February 20, 1964, by and between The Baltimore and Ohio Railroad Company, thereby sometimes called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, thereby sometimes called "Commission," party of the second part, to which is appended certain additional requirements to alternate the requirements of the Zapletal Plans (Title: U. S. Route of Federal Highways, Part 23 in Implementation of Title VI of the Civil Rights Act of 1964 (Section 70, Stat. 252), issued by the Department of Commerce, with reference to project contract by agreement dated February 7, 1956, by and between the same parties, for construction of a new highway to be known as the Northern Thruway, from the Aberdeen Proving Ground to the John E. Cassady Memorial Highway, just east of Aberdeen, in Harford County, Maryland, which will cross over the main line track and property of the Railroad by means of four bridges as approximate Railroad Valuation Station 2787+20 (Contract B-320-1-1964).

Said Supplemental Agreement has been examined and signed on behalf of the Railroad, approved by Chief Engineer Fisher and approved as to form and legality by Special Attorney Buchanan.

Copy: Mr. D. H. Fisher
Mr. G. A. Stallings
Mr. L. L. Bodell
Mr. C. E. Wilson
Mr. W. D. Whitney (2)
Mr. E. G. Evans
Mr. A. L. Crabb (2)
Mr. F. T. Dorsey
Mr. R. R. Beasley
Mr. T. C. Cassady (2)
Mr. H. R. Jones
Mr. M. R. Shelsta (2)
Mr. L. C. Hauer (2)
Mr. G. M. Tracie, Jr. (2)
Mr. G. M. Cassidy
Mr. G. A. Stoverlite
Mr. I. K. Stump
Secretary's File
320-Harford County
Contract B-320-1-1964

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, FEBRUARY 7, 1966

* * *

Chairman and Director Funk executed duplicate copies of agreement dated February 7, 1966, by and between The Baltimore and Ohio Railroad Company, therein called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the second part, wherein the parties thereto agree as to their respective aims and obligations in connection with the construction of a new highway to be known as the Northern Thruway, from the Aberdeen Proving Ground to the John F. Kennedy Memorial Highway, just east of Aberdeen, in Harford County, Maryland, which will cross over the main line track and property of the Railroad by means of dual highway bridges at approximately Railroad Valuation Station 3392+30 (Contract H-268-1-441).

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. W. J. Addison
Mr. M. D. Philpot (2)
Mr. H. G. Downs
Mr. A. L. Grubb (2)
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. E. C. Chaney (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
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Harford County
Contract H-268-1-441

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JANUARY 11, 1966

* * *

Mr. Addison brought to the attention of the Commission a request that consideration be given to the designation of Md. Route 147 through Bel Air as Alternate U. S. Route 1.

On motion of Mr. Owings, seconded by Mr. Bailey, the Commission directed that a request be made to the American Association of State Highway Officials to designate present Md. Route 147 (formerly U. S. Route 1) through the business district of Bel Air as Alternate U. S. Route 1.

As Gordon contacted AASHO and was advised that alternate route would not be acceptable. However they would consider a Business route marking. Forms were prepared and submitted to AASHO to designate the route as Business U.S. 1

Copy: Mr. W. J. Addison
Mr. G. N. Lewis, Jr. (2)
Mr. G. W. Cassell
SRC-Name Designations
SRC-Harford County

Geo W. Cassell
2/2/66

H-98
Construction

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, OCTOBER 18, 1965

* * *

Chairman and Director Funk executed duplicate copies of agreement dated October 18, 1965, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and the County Commissioners of Harford County, Maryland, therein referred to as "County Commissioners," party of the second part, concerning transfer by the Commission to the County Commissioners for maintenance purposes as part of the County Highway System, of sections of State-constructed roads as listed in Exhibit A and Exhibits D through X, attached to the agreement, which sections of road were included in the John F. Kennedy Memorial Highway construction contracts, subject to the conditions set forth in the agreement.

Said agreement had been executed previously on behalf of the County Commissioners of Harford 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. T. N. Kay
Mr. R. E. Jones
Mr. W. E. Woodford
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. E. C. Chaney (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
J. E. Greiner Company
Records & Research Section, R/W Div.
County Commissioners of Harford Co. (3)
Secretary's File
SRC-Harford County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, OCTOBER 18, 1965

* * *

Chairman and Director Funk executed duplicate copies of agreement dated October 18, 1965, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and the County Commissioners of Harford County, Maryland, therein referred to as "County Commissioners," party of the second part, concerning transfer by the Commission to the County Commissioners for maintenance purposes as part of the County Highway System, of sections of State-constructed roads as listed in Exhibit A and Exhibits D through X, attached to the agreement, which sections of road were included in the John F. Kennedy Memorial Highway construction contracts, subject to the conditions set forth in the agreement.

Said agreement had been executed previously on behalf of the County Commissioners of Harford 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. T. N. Kay
Mr. R. E. Jones
Mr. W. E. Woodford
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. E. C. Chaney (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
J. E. Greiner Company
Records & Research Section, R/W Div.
County Commissioners of Harford Co. (3)
Secretary's File
SRC-Harford County

THIS AGREEMENT made this 18th day of October, 1965, by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and the County Commissioners of Harford County, Maryland, hereinafter referred to as "County Commissioners", party of the second part.

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 Harford 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 898 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 roads over the John F. Kennedy Memorial Highway in the locations designated in which cases it is agreed that the County will maintain the roadway surface on such bridges; and

WHEREAS, the Commission has provided the County with a set of as-built construction plans for John F. Kennedy Memorial Highway Contracts NE 103 (part), NE 104, NE 105 and NE 106, 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 right of way for each, as compiled in attached List of Exhibits A through Y hereto, and further described in separate attached letter Exhibits, 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 John F. Kennedy Memorial Highway was opened to traffic.

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 County mileage in the allocation to the County Commissioners 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.

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.

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

M. L. Kercher
Asst. Secretary

By _____
Chairman and Director of Highways

Approved as to form and legal sufficiency

APPROVED:

_____
Special Attorney

_____
Chief Engineer

COUNTY COMMISSIONERS OF HARFORD COUNTY, MARYLAND

ATTEST:

_____
Chief Clerk to the Board of County Commissioners

By _____
Chairman

Approved as to form and legal sufficiency

_____
Counsel to County Commissioners of Harford County

HARFORD COUNTY ROAD TRANSFER

LIST OF EXHIBITS

A. Old Joppa Road (260)

B. Not Used

C. Not Used

D. Clayton Road (283)

E. Winters Run Road (486)

* F. Frontage Road #2 off Route 24 Needfield Inv. Co 831 O.P. 152 ✓

G. Abingdon Road (246)

H. Mill Road Extension (Also known as Pouska Road) (578)

I. Hookers Mill Road (451) (471)

J. Belcamp Road (476) See EXHIBIT "J" DESCRIPTION with clause

K. Cresswell Road Turn Arounds See Exhibit "K" Description with clause

L. Stepney Road (330)

M. Bush Chapel Road (334 & 447)

N. Beards Hill Road O.P. 140 & (Co 393)

O. Agreement Laneway (Northeast Road) (618)

* P. Coen Road (OP 158) Co 832

Q. Maxa Road (392)

R. Old Robinhood Road (391 & 616)

S. Frontage Road #3 off Paradise Road (Md462) (679)

T. Chapel Road (411)

U. Earlton Road (394)

V. Frontage Road #4 off Level Road (Md155) (403)

W. Webster Road (398)

X. Lapidum Road (180)

NEX
Harford Co.

EXHIBIT A

OLD JOPPA ROAD, as reconstructed along the existing alignment, between centerline Stations 4+75 and 15+00, crossing over the Expressway on a structure at Old Joppa Road centerline Station 9+88.97, which is Expressway centerline Station 576+24.84, all as shown on the as-built plans for Northeastern Expressway Contract NE 103, Sheet 51 of 157, and on State Roads Commission Right of Way Plats 14742 & 14743.

NEX
Harford Co.

Clayton Rd
Old Joppa Rd
part of I-95 construction
contract.

EXHIBIT D

CLAYTON ROAD as reconstructed along the existing alignment from northwest to southeast between centerline Stations 14+00 and 26+22.32 Bk. and between centerline Stations 11+00 Ahd. and 14+00, crossing over the Expressway on a structure at Clayton Road centerline Station 19+95.92 which is Expressway centerline Station 662+86.67, all as shown on the as-built plans for Northeastern Expressway Contract NE 104, Sheet Nos. 7, 8 and 8A of 73 and on State Roads Commission Right of Way Plats 14754 & 14755

This transfer of Clayton Road excludes an access road to Clayton Manor subdivision, beginning at Clayton Road centerline Station 18+00 and extending southwesterly for a distance of 340 feet.

NEX
Harford Co.

EXHIBIT D

CLAYTON ROAD as reconstructed along the existing alignment from northwest to southeast between centerline Stations 14+00 and 26+22.32 Bk. and between centerline Stations 11+00 Ahd. and 14+00, crossing over the Expressway on a structure at Clayton Road centerline Station 19+95.92 which is Expressway centerline Station 662+86.67, all as shown on the as-built plans for Northeastern Expressway Contract NE 104, Sheet Nos. 7, 8 and 8A of 73 and on State Roads Commission Right of Way Plats 14754 & 14755.

This transfer of Clayton Road excludes an access road to Clayton Manor subdivision, beginning at Clayton Road centerline Station 18+00 and extending southwesterly for a distance of 340 feet.

NEX
Harford Co.

EXHIBIT E

WINTERS RUN ROAD as relocated along the west side of the improved channel of Winters Run, beginning in existing Winters Run Road north of the Expressway at Winters Run Road centerline Station 0+34.59, and passing under the Expressway at Winters Run Road centerline Station 8+43.04, which is Expressway centerline Station 705+63.92, continuing to Winters Run Road centerline Station 12+20 located in existing Winters Run Road on the south side of the Expressway, all as shown on the as-built plans for Northeastern Expressway Contract NE 104, Sheet Nos. 12, 13 and 14 of 73 and on State Roads Commission Right of Way Plat 26194

This transfer of Winters Run Road excludes an access road to the Birkholz property beginning at Winters Run Road centerline Station 2+90, which is access road Station 21+23.84, and carrying back southerly for a distance of 423.84 feet to a point in the existing access road designated Station 17+00.

NEX
Harford Co.

EXHIBIT F

FRONTAGE ROAD #2 off Maryland Route 24, beginning at centerline Station 111+00 on Relocated State Route 24, which is Frontage Road centerline Station 19+80.24, and extending in a right of way of varying width along the west side of Relocated State Route 24 in a southerly direction, by reverse stationing back to Frontage Road centerline Station 9+50, where it ties to the existing access road, all as shown on the as-built plans for Northeastern Expressway Contract NE 104, Sheet Nos. 29, 30, 31 and 31A, of 73, and on State Roads Commission Right of Way Plats Nos. 26232 & 26233

This transfer excludes the access road beginning at Emmorton Road (Maryland 822-A) centerline Station 117+02 and extending in a northwesterly direction for a distance of 230 feet, as shown on the above plans and plat.

NEX
Harford Co.

EXHIBIT G

ABINGDON ROAD, as reconstructed along the existing alignment between centerline Stations 16+50 and 23+50, crossing over the Expressway on a structure at Abingdon Road centerline Station 20+17.10, which is Northeastern Expressway survey base line Station 820+42.52, all as shown on the as-built plans for Northeastern Expressway Contract NE 105, Sheet Nos. 9 and 11 of 113, and on State Roads Commission Right of Way Plats 22939 & 14785.

NEX
Harford Co.

578

EXHIBIT H

MILL ROAD EXTENSION (also known as Pouska Road), as constructed on a new alignment, beginning at a point on the south side of Bynum Run at the junction of existing Mill Road and the driveway serving the buildings on the Henry Pouska property, which point is centerline Station 0+00 of Mill Road Extension, thence continuing in a northwesterly direction generally along the south side of Bynum Run and ending at a point in the centerline of Hookers Mill Road west of the Bynum Run bridge, which point is also Mill Road Extension centerline Station 17+51.81, and as shown on the as-built plans for Northeastern Expressway Contract NE 105, Sheet Nos. 17, 17A and 18 of 113, and on State Roads Commission Right of Way Plats 14789, 26219, 26867, 26976 and 26977.

NEX
Harford Co.

451

EXHIBIT I

HOOKERS MILL ROAD as constructed on a new location from a point in the existing roadbed near the A. T. & T. underground cable crossing, generally along the northwest side of the Northeastern Expressway to Calvary Road, such relocation beginning at Hookers Mill Road centerline Station 16+00 and ending at Hookers Mill Road centerline Station 23+39.53, which is Calvary Road (S.R. 136) centerline Station 7+97.97, all as shown on the as-built plans for Northeastern Expressway Contract NE 105, Sheet Nos. 21, 23 and 24 of 113 and on State Roads Commission Right of Way Plat Nos. 14792, 26219, 26855, 26867 & 28678.

This transfer includes a tee-turn around and barricade on the dead-end portion of Hookers Mill Road at the southeast right of way line of the Northeastern Expressway as shown on the above plans and plats.

471

NEX
Harford Co.

476

EXHIBIT J

BELCAMP ROAD as reconstructed generally on the existing alignment from its intersection with S.R. 7, which is Belcamp Road centerline Station 0+00, northward to Belcamp Road centerline Station 15+86.95, crossing the Expressway on a structure at Belcamp Road centerline Station 9+12.66, which is Expressway centerline Station 395+03.95, all as shown on the as-built plans for Northeastern Expressway Contract NE 105, Sheet Nos.31,31A, and 32 of 113, and on State Roads Commission Right of Way Plat Nos. 14800, 26235, 26365.

This transfer excludes the access roads to Northeastern Expressway facilities at Belcamp Road centerline Stations 6+75 and 12+78.95 as shown on the above plans and plats.

This transfer shall be terminated if and when Belcamp Road becomes a Maryland State Route.

NEX
Harford Co.

EXHIBIT K

CRESSWELL ROAD tee-turn arounds and barricades on the dead-end portions of Cresswell Road (Md. S.R. 543) at either right of way line of the Northeastern Expressway, all as shown on the as-built plans for Northeastern Expressway Contract NE 105, Sheet Nos. 34 and 35, and on State Roads Commission Right of Way Plat Nos. 22330 and 26795.

This transfer shall be effective if and when such portions of Cresswell Road become County Roads.

NEX
Harford Co.

330

EXHIBIT L

STEPNEY ROAD as reconstructed on the existing alignment between Stepney Road centerline Stations 6+00 and 17+75, crossing the Expressway on a structure at Stepney Road centerline Station 11+99.32, which is Expressway centerline Station 551+12.18, all as shown on the as-built plans for Northeastern Expressway Contract NE 105, Sheet Nos. 59, 61 and 63 of 113, and on State Road Commission Right of Way Plats Nos. 14816 & 26206.

NEX
Harford Co.

EXHIBIT M

334

BUSH CHAPEL ROAD as constructed on a new right of way of variable width along the southeast side of the Expressway, beginning at Stepney Road centerline Station 14+59.75, which is Bush Chapel Road centerline Station 0+45.50, and ending at Bush Chapel Road centerline Station 17+00 where it ties in to existing Bush Chapel Road, all as shown on the as-built plans for Northeastern Expressway Contract NE 105, Sheet Nos. 59 through 63 of 113, and on State Roads Commission Right of Way Plats 26206, 26207 & 26866.

This transfer includes the Bush Chapel Road connections to Stepney Road at Stepney Road centerline Stations 7+24.03 and 14+59.75 as well as a tee turn around and barricade on the dead-end portion of Bush Chapel Road (Kalmbacher Road) at the northwest right of way line of the Northeastern Expressway, all as shown on the above plans and plats.

447

NEX
Harford Co.

OP140

EXHIBIT N

BEARDS HILL ROAD will not be transferred to the County at this time. The transfer is being deferred pending final State Roads Commission requirements for the Aberdeen By-Pass. However for purposes of reference, Beard Hill Road is constructed on a new state-owned right of way 60 feet in width, beginning at a point in SR 22 on the east side of the entrance to the drive-in movie, which point being centerline Station 10+00 on the newly constructed Beards Hill Road, and extending in a northerly direction generally along the east side of the Stancil property to centerline Station 34+90, where it ties to existing Beards Hill Road, all as shown on the as-built plans for Northeastern Expressway Contract NE 106, Sheet Nos. 12, 22 and 23 of 116, and on State Roads Commission Right of Way Plat Nos. 26408, 26409 & 26951.

Thus the transfer to the County under this Agreement is limited to a tee-turn around on the dead-end portion of existing Beards Hill Road at the eastern right of way line of the Northeastern Expressway as shown on the above plans and plats.

393

NEX
Harford Co.

618

EXHIBIT O

AGREEMENT LANEWAY (Northeast Road) as constructed on a new right of way 60 feet in width (except through the Noble property where it is wider), beginning at Maryland S.R. 22 centerline Station 85+63.15, which is Agreement Laneway Station 99+99.27, thence proceeding westerly across partially County-owned property and along the south boundary of the Hollaway property to an intersection with existing Agreement Lane at centerline Station 114+80, all as shown on the as-built plans for Northeastern Expressway Contract 106, Sheet No. 14A and on State Roads Commission Right of Way Plat Nos. 26939, 26940 & 28853.

NEX
Harford Co.

O.P. 158

EXHIBIT P

COEN ROAD tee-turn around and barricade on the dead-end portion of existing Coen Road at the north right of way line of the Northeastern Expressway, all as shown on the as-built plans for Northeastern Expressway Contract NE 106, Sheet Nos. 12 and 16 of 116 and on State Roads Commission Right of Way Plat No. 26241.

NEX
Harford Co.

392

EXHIBIT Q

MAXA ROAD, as reconstructed approximately along the existing alignment between Maxa Road centerline Stations 16+00 and 28+00, crossing the expressway on a structure at Maxa Road centerline Station 20+00, which is Northeastern Expressway centerline Station 667+93.57, all as shown on the as-built plans for Northeastern Expressway Contract 106, Sheet Nos. 27 and 28 of 116, and on State Roads Commission Right of Way Plat Nos. 14838, 14839, 26756, 26757, 28220 & 28221.

NEX
Harford Co.

EXHIBIT R

OLD ROBINHOOD ROAD tee-turn arounds and barricades on the dead-end portions of Old Robinhood Road (Co. 391 & Co. 616) at either right of way line of the Northeastern Expressway, all as shown on the as-built plans for Northeastern Expressway Contract NE 106, Sheet No. 31 of 116, and on State Roads Commission Right of Way Plat No~~s~~. 14842.

NEX
Harford Co.

679

EXHIBIT S

FRONTAGE ROAD #3 Off Paradise Road (Md 462), as constructed on a new right of way 60 feet in width, extending northeastward from Paradise Road and running parallel with and binding on the southeastern right of way line of the Northeastern Expressway, beginning at Frontage Road centerline Station 19+05, which is Paradise Road centerline Station ~~21+88~~ 22+50±, and ending at Frontage Road centerline Station 43+50 where it meets the existing access road to the Grim property, all as shown on the as-built plans for Northeastern Expressway Contract NE 106, Sheet Nos. 32 through 35 of 116, and on State Roads Commission Right of Way Plat Nos. 14846, 14849 & 14850.

This transfer includes a tee-turn around at Frontage Road Station 41+40 as shown on the above plans and plats.

NEX
Harford Co.

(411)

EXHIBIT T

CHAPEL ROAD as reconstructed along the existing alignment between Chapel Road centerline Stations 14+00 and 31+00, crossing the Northeastern Expressway on a structure at Chapel Road centerline Station 20+00, which is Expressway centerline Station 768+93.37, and including so much of the entrance drives at Chapel Road centerline Stations 24+25 and 25+35 as are within the new right of way lines, all as shown on the as-built plans for Northeastern Expressway Contract 106, Sheet Nos. 36 through 39 of 116, and on State Roads Commission Right of Way Plat Nos. 14852, 14853, 14854, 26866 & 28852.

NEX
Harford Co.

EXHIBIT U (394)

EARLTON ROAD as reconstructed along the existing alignment between Earlton Road Stations 14+25 and 23+80, crossing the Northeastern Expressway on a structure at Earlton Road centerline Station 19+82.44, which is Expressway centerline Station 800+12.59, all as shown on the as-built plans for Northeastern Expressway Contract NE 106, Sheet Nos. 42 and 43 of 116, and on State Roads Commission Right of Way Plat Nos. 14857, 14858, 26587, 28232, 28650, 28649 & 29358.

NEX
Harford Co.

(403)

EXHIBIT V

FRONTAGE ROAD #4 Off ST 155 (Level Road) as constructed on a new right of way 60 feet in width, beginning east of the Baltimore Gas and Electric Transformer Station at Level Road centerline Station 85+43, which is Frontage Road centerline Station 0+00, thence southerl, for 210, feet, thence curving to the right and ending at the Barker property line at Frontage Road centerline Station 6+40, and including so much of the entrance roads at Frontage Road Stations 4+75± and 5+75± as are within the right of way, all as shown on the as-built plans for Northeastern Expressway Contract NE 106, Sheet Nos. 50 and 53, and on State Roads Commission Right of Way Plat Nos. 26906 & 26352.

NEX
Harford Co.

398

EXHIBIT W

WEBSTER ROAD tee-turn around and barricade located on the dead-end portion of former Maryland S.R. 155 at the west right of way line of the Northeastern Expressway, all as shown on the as-built plans for Northeastern Expressway Contract NE 106, Sheet No. 47 of 116, and on State Roads Commission Right of Way Plat Nos. 21249 & 21250.

NEX
Harford Co.

180

EXHIBIT X

LAPIDUM ROAD as reconstructed on the existing alignment between Lapidum Road centerline Stations 10+00 and 26+00, crossing the Northeastern Expressway on a structure at Lapidum Road centerline Station 19+99.71, which is Expressway centerline Station 867+54.18, all as shown on the as-built plans for Northeastern Expressway Contract NE 106, Sheet No. 59 of 116, and on State Roads Commission Right of Way Plat Nos. 23612, 26245 & 26354.

FILE

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 7, 1965
***

On motion of Mr. Owings, seconded by Mr. Brinsfield, the Commission approved and Chairman and Director Funk executed for and on its behalf duplicate copies of agreement, dated April 7, 1965, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and Harford County, Maryland, therein referred to as "County," party of the second part, concerning the transfer by the Commission to the County of the sections of State constructed roads set forth therein for maintenance purposes as part of the County Highway System, subject to the conditions and upon completion of the indicated improvements as fully described therein.

Said agreement had been executed previously by the County Commissioners of Harford 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
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. E. C. Chaney (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
Records & Research Sec., R/W Div.
Co. Commrs. of Harford Co. (3)
Secretary's File
SRC-Harford County

7th April

THIS AGREEMENT made this 7th day of April, 1965 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Harford 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 roads, constructed by the Commission, to the County, party of the second part, and the County has agreed to accept same for maintenance purposes as part of the County Highway System.

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 roads for maintenance purposes, as part of the County Highway System:

Md. 807-A - Old section of Md. 152 from road end N. of Hess Rd. to road end S. of Hess Rd. with connection to new Md. 152 (W. side of Md. 152 at Rutledge) a distance of 0.19 miles. Was C.S 12-42

Md. 807-B - Old section of Md. 152 with connection to new Md. 152 (W. side of Md. 152 S. of Hess Rd.) a distance of 0.14 miles. Was C.S 12-42

Md. 807-C - Old section of Md. 152 from Md. 152 to road end (N. side of Md. 152 between Md. 165 and Rutledge Rd.) a distance of 0.16 miles. Was C.S 12-42

Md. 807-D - Old section of Md. 152 E. and W. of Md. 165 at Upper Crossroads (S. side of new Md. 152) a distance of 0.61 miles. Was C.S 12-41 & 12-42

M d. 807-E - Old section of Md. 152 from Md. 152 N.W. of Carrs Mill Rd. across new Md. 152, thru Fallston to road end S. of Connolly Rd. (Both sides of new Md. 152) a distance of 1.74 miles. Was C.S 12-41

Md. 807-F - Old section of Md. 152 at Stockton (W. side of new Md. 152) a distance of 0.73 miles. Was C.S 12-40

Md. 882 - Old section of Md. 24 due to construction of I-95 from Md. 24 to road end S. of I-95 a distance of 0.38 miles. Was C.S 12-28

Md. 882-A - Old section of Md. 24 due to construction of I-95 from Md. 24 to road end N. of I-95 a distance of 0.57 miles. Was C.S 12-28

Md. 24-A - From Md. 24 near entrance to Edgewood Arsenal westerly to road end a distance of 0.13 miles. Was C.S 12-27

Md. 762 - Old section of Md. 136 from Md. 136 S. of Dublin to road end S. of Poole Rd. (~~W.~~ E. side of Md. 136) a distance of 0.29 miles. Was C.S 12-74

Md. 881 - Old section of U.S. 1 from U.S. 1 to U.S. 1 N.E. of Poplar Grove (S. side of U.S. 1) a distance of 0.65 miles. Was C.S 12-75

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

1. The aforegoing mileage will be included in the inventory as of December 1, 1965.
2. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1966.
3. The effective date for the transfer of this section of any one Route is upon the completion of the indicated improvement as described below:

Md. 807-A - (Surface treatment) Old section of Md. 152 from road end N. of Hess Rd. to road end S. of Hess Rd. with connection to new Md. 152 (W. side of Md. 152 at Rutledge) a distance of 0.19 miles.

Md. 807-B - (Surface treatment and repave cut across road) Old section of Md. 152 with connection to new Md. 152 (W. side of Md. 152 S. of Hess Rd.) a distance of 0.14 miles.

Md. 807-C - (Surface treatment) Old section of Md. 152 from Md. 152 to road end (N. side of Md. 152 between Md. 165 and Rutledge Rd.) a distance of 0.16 miles.

Md. 807-D - (Surface treatment) Old section of Md. 152 E. and W. of Md. 165 at Upper Crossroads (S. side of new Md. 152) a distance of 0.61 miles.

Md. 807-E - (Surface treatment reline that section on west side of Md. 152 - repair scaling on bridge pier) Old section of Md. 152 from Md. 152 N. W. of Carrs Mill Rd. across new Md. 152, thru Fallston to road end S. of Connolly Rd. (Both sides of new Md. 152 a distance of 1.74 miles.

Md. 807-F - (Surface treatment, reline and grade shoulder) Old section of Md. 152 at Stockton (W. side of new Md. 152) a distance of 0.73 miles.

Md. 882 - (Surface treatment) Old section of Md. 24 due to construction of I-95 from Md. 24 to road end S. of I-95 a distance of 0.38 miles.

Md. 882-A - (Surface treatment) Old section of Md. 24 due to construction of I-95 from Md. 24 to road end N. of I-95 a distance of 0.57 miles.

Md. 24-A - (Repair shoulder with asphaltic concrete) From Md. 24 near entrance to Edgewood Arsenal westerly to road end a distance of 0.13 miles.

Md. 762 - (Surface treatment) Old section of Md. 136 from Md. 136 S. of Dublin to road end S. of Poole Rd. (W. side of Md. 136) a distance of 0.29 miles.

Md. 881 - (Surface treatment) Old section of U.S. 1 from U.S. 1 to U.S. 1 N.E. of Poplar Grove (S. side of U.S. 1) a distance of 0.65 miles.

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; however, this will include 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 and Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 2 day of March, 1965

APPROVED:

_____
Chief Engineer

_____
Special Attorney

COUNTY COMMISSIONERS OF HARFORD COUNTY

ATTEST:

_____
President

_____
Clerk

_____
Member

_____
Member

Recommended for Approval

By _____
Director of Public Works

Approved as to form and legal sufficiency this 26th day of March, 1965.

_____
Council to County Commissioners of Harford County

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 (2)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. E. C. Chaney (2)
Mr. H. G. Downs (4)
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
Mr. M. D. Philpot (2)
Records & Research Section, R/W Div.
Harford County Commissioners (3)
Secretary's File #32253
" "
SRC-Harford County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JANUARY 7, 1965
* * *

The Commission approved and Chairman and Director Funk executed for and on its behalf duplicate copies of the following supplemental agreement dated January 7, 1965, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and the County Commissioners of Harford County, Maryland, therein referred to as "County Commissioners," party of the second part, pertaining to the transfer to the County Commissioners by the State Roads Commission of 8.22 miles of Old Md. Route 23 from U. S. Route 1 to Md. Route 165, for maintenance purposes as part of the County highway system. Said supplemental agreement had been executed previously by Abe Davis, President, and Members McGinnis and O'Neill, County Commissioners of Harford County, Maryland, and recommended for approval by Harford County Director of Public Works R. J. Hajzyk; approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

"THIS SUPPLEMENTAL AGREEMENT made this 7th day of January 1965 by and between the State Roads Commission of Maryland, hereinafter referred to as 'Commission,' party of the first part, and the County Commissioners of Harford County, Maryland, hereinafter referred to as 'County Commissioners,' party of the second part.

WHEREAS, this Supplemental Agreement is an addition to the original agreement between the Commission and the County Commissioners, dated December 11, 1958, 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, 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, and

WHEREAS, the Commission, party of the first part, would have spent $8,340.00 to improve the following described section of road were it to remain in the State Highway System and the County Commissioners have agreed to accept said section of highway providing the Commission contributes $8,340.00 when the section of highway is transferred.

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:

Old Maryland Route 23 - from U. S. Route 1 to Maryland Route 165, a total distance of 8.22 miles.

IT IS UNDERSTOOD AND AGREED between the parties hereto that the change in the status of the aforegoing section of State highways 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 have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written."

March 14, 1963

Mr. Enoch C. Chaney, District Engineer
Post Office Building
Reisterstown, Maryland

Dear Mr. Chaney: Re: Exchange of Roads

Reference is made to the attached agreement between the State Roads Commission and the County Commissioners of Harford County relative to Md. route 23. 12-11-58

It is our understanding that the section of new road between U.S. 1 and Md. 165 will be completed prior to or about July 1, 1963. Should the above assumption be correct, the existing route Md. 23 between U.S. 1 and Md. 165 should be transferred to the county and the county be given credit for this mileage effective July 1, 1963.

We are now in the process of determining the county and municipal highway mileages for distribution of highway users funds, effective July 1, 1963. Therefore, may we have the benefit of your advice as to the above situation.

Very truly yours,

Robert J. Hajzyk, Chief
Planning and Programming Division

by: Geo. W. Cassell
Chief of Planning Survey

GWC/eb
Attachments

SEE REPLY FROM
MR. CHANEY
DATED 3/20/63

SEE S.R.C. MINUTES
DATED 1/7/65

SEE SRC MINUTES DATED 1/7/65

HARFORD Co

MD 23

Secretary's File

No. 32253

THIS AGREEMENT, made this 11th day of December 1958 between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called "The State", and the County Commissioners of Harford County, acting for and on behalf of Harford County, hereinafter called "The County":

WHEREAS, the parties hereto deem it advisable to construct a controlled access arterial highway extending from U. S. Route 1, in the proximity of the present intersection with Md. Route 23, to Md. Route 146 in the proximity of the intersection of Md. Routes 23 and 146 in Madonna, a distance of approximately ten (10) miles, and

WHEREAS, the new route will generally parallel existing Md. Route 23, and pass in proximity to the existing communities of Forest Hill, Coopstown, Jarrettsville and Madonna, and

WHEREAS, access to the new highway will be provided at intersecting State or county roads in accordance with State Roads Commission design standards, and

WHEREAS, the "County" has the right to review the proposed location after a fairly definite center line has been determined, and

WHEREAS, the surveys, plans, engineering and right of way acquisition and construction will start in the first four-year period or extension thereof of the 12-year Program, and

WHEREAS, upon completion of usable sections of the new above described highway between existing radial routes, the "County" will take into the county highway system the existing Md. Route 23 between the comparable radial routes aforementioned, and

WHEREAS, the parties have reached an agreement as to the participation of each in this project,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the said parties

hereto, for and in consideration of advantages accruing to each, and also for and in consideration of their mutual covenants, promises and agreements as hereinafter set forth, hereby covenant, promise and agree to and with each other as follows:

1. The State shall build and construct the entire project in accordance with the January, 1957 or later State Roads Commission "Specifications for Materials, Highways, Bridges and Incidental Structures".

2. The State shall provide the preliminary surveys, drafting and design, estimating, supervision and inspection for the entire project.

3. The State shall acquire all right of way necessary to confrom with the standards for a controlled access arterial highway at the expense of the State.

4. Upon completion of the projects contemplated by this agreement the county shall take the present Md. Route 23 from U. S. Route 1 to Md. Route 146, or such sections of existing Md. Route 23 as are comparable to construction of the new road between existing radial routes, including rights of way, bridges, culverts, and/or any other existing highway appurtenances into the county system, and from that day forward shall repair and maintain same at the expense of the county.

5. The State will maintain the existing Md. Route 23 as a normal maintenance project until such time as the county takes over the existing route in consummation of this agreement.

6. The overall cost of this new highway, including cost of construction, surveys, drafting and design, estimating, inspection and all other engineering expenses shall be the responsibility of the State.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers.

Robert O. Bonnell, Chairman

Edgar T. Bennett, Member

John S. McMullen, Member

Attest:

Secretary

Constituting the State Roads Commission of Maryland

Harford County, Maryland

By

President, Board of County Commissioners

Member, Board of County Commissioners

Member, Board of County Commissioners

Attest:

Approved as to form and legal sufficiency this 17th day of April 1957.

Approved

Special Attorney of Maryland

4/17/57

Date

Chief Engineer

HARFORD COUNTY

Md 23

SRC Dec. 11, 1958
Agreement County Commissioners Harford Co.
Md. 23 Relocation

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

HARFORD COUNTY

Md 23

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, DECEMBER 11, 1958
* * *

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

On recommendation by Chief Engineer Pritchett in letter dated December 10, 1958, the Commission executed agreement in triplicate dated December 11, 1958, between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "The State," and the County Commissioners of Harford County, acting for and on behalf of Harford County, therein called "The County," relative to the construction of a controlled access arterial highway extending from U. S. Route 1, in the proximity of the present intersection with Md. 23, to Md. 146 in the proximity of the intersection of Md. 23 and Md. 146 in Madonna, a distance of approximately ton (10) miles, wherein the parties therein covenant, promise, and agree to and with each other as follows:

"1. The State shall build and construct the entire project in accordance with the January 1957 or later State Roads Commission 'Specifications for Materials, Highways, Bridges and Incidental Structures.'

2. The State shall provide the preliminary surveys, drafting and design, estimating, supervision and inspection for the entire project.

3. The State shall acquire all right of way necessary to conform with the standards for a controlled access arterial highway at the expense of the State.

4. Upon completion of the projects contemplated by this agreement the county shall take the present Md. 23 from U. S. Route 1 to Md. 146, or such sections of existing Md. 23 as are comparable to construction of the new road between existing radial routes, including rights of way, bridges, culverts, and/or any other existing highway appurtenances into the county system, and from that day forward shall repair and maintain same at the expense of the county.

5. The State will maintain the existing Md. 23 as a normal maintenance project until such time as the county takes over the existing route in consummation of this agreement.

6. The overall cost of this new highway, including cost of construction, surveys, drafting and design, estimating, inspection and all other engineering expenses shall be the responsibility of the State."

The said agreement had previously been executed by the County and approved as to form and legal sufficiency by Special Attorney F. A. Puderbaugh.

March 20, 1963

Mr. George W. Cassell

Exchange of Roads

Mr. E. C. Chaney

I have your letter of March 14, 1963, attached to which was an agreement between the State Roads Commission and the County Commissioners of Harford County, relative to Maryland Route 23. This agreement states that when the relocated new road is completed, which should be by July 1, 1963, they will take over the existing section of the old road. I, therefore, suggest that you transfer this mileage on the old route to them effective July 1, 1963.

ECC:ke

cc: Mr. R. J. Majzyk

assigned Co. 617

63-617

MD 23

HARFORD COUNTY

447 H. Jones

Bynum Rd. U.S. 1

Vale Rd. U.S. 1 H 335-5-

Tollgate Rd. U.S. 1

Underwood Lane Md. 23

Richard Rd. Md. 147

10-17-63

H 335-3, thru 9 U.S. 1 -

H 453-1 thru 4 Md 147 -

H 438-11 thru 13 - E-W Md 23 -

working
9 over Md 24
7 over Underwood Rd.
5 VALE Rd.

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. G. W. Cassell
Secretary's File #32253

Mr. E. C. Chaney (2)
Mr. W. A. Friend
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. R. M. Thompson
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
County Commissioners of Harford County (3)
Secretary's File
SRC-Harford County
Contracts H-335-3-4, 5, 6, 7, 8, 9-420
" H-453-1, 2, 3, 4-420
" H-438-11, 12, 13-420

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

* * *

Chairman and Director Funk executed duplicate copies of agreement dated September 24, 1963, by and between Harford County, Maryland, a body corporate and politic, acting through the Commissioners of Harford County, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the second part, wherein, pursuant to terms and provisions of agreement of December 11, 1958 between the parties, the County transfers to the State of Maryland, to the use of the State Roads Commission of Maryland, all of its right, title and interest in and to that portion of the county roads, streets or avenues, including paper streets, as described in "Exhibit A," attached thereto and made a part thereof (Bynum Road, Vale Road, Tollgate Road, Underwood Lane, Reckord Road and Connolly Road), including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on State Roads Commission of Maryland plats duly recorded or intended to be recorded among the Land Records of Harford County, all in connection with construction by the Commission of the Belair By-Pass, Contract Nos. H-335-3, 4, 5, 6, 7, 8, 9-420; Md. Route 147, Contract Nos. H-453-1, 2, 3, 4-420; and the East-West Highway, Contract Nos. H-438-11, 12, 13-420, and the County approves the Commission's construction plans which provide for the closing, alteration, and/or relocation of said roads, streets and avenues as shown on State Roads Commission of Maryland Construction Drawings as submitted to the County, as advertised, copies of which are to be filed with the Department of Public Works of the County.

See File 32253

In said agreement, the Commission agrees to reimburse and indemnify the County for such legal compensation as the County is required by law to pay such abutting owners whose rights are invaded by the obstruction, alteration and relocation of said County roads, streets or avenues, as stipulated in Section III.

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

THIS AGREEMENT, made this 24th day of September, 1963 by and between Harford County, Maryland, a body corporate and politic acting through the Commissioner's of Harford County, hereinafter called "County", party of the first part and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the second part.

WHEREAS, pursuant to the terms and provisions of the Agreement of December 11, 1958, executed between the Commission and the County Commissioners of Harford County, the Commission is in the process of constructing the highway therein referred to, presently identified as the Belair By-Pass, Contract Nos. H-335-3,4,5,6,7,8,9-420; Md. Rte. 147, Contract Nos. H-453-1,2,3,4-420 and the East-West Highway, Contract Nos. H-438-11,12,13-420 and in connection therewith deems it necessary to take possession of, alter, adjust, obstruct and/or relocate certain portions of certain County Roads as listed or more particularly referred to in the attachment entitled "Exhibit A" hereto attached and made a part thereof, and

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

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 and 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 the State Roads System.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the sum of one dollar ($1.00) each to the other paid, receipt of

which is hereby acknowledged and the mutual benefits enuring to both, the parties hereto do mutually agree as follows:

I

The County hereby transfers to the State of Maryland, to the use of the State Roads Commission of Maryland, all of its right, title and interest in and to that portion of the County roads, as described in "Exhibit A", attached hereto, including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on "State Roads Commission of Maryland" plats duly recorded or intended to be recorded among the land records of Harford County pertaining to said sections of County roads as described and referred to in said "Exhibit A", attached hereto, and made a part hereof. Unless previously transferred by separate agreement between the parties hereto, it is understood and agreed, that the effective date of transfer of title to the several roads, streets and avenues already utilized or appropriated in the construction of the Belair By-Pass, Contract Nos. H-335-3,4,5,6,7,8,9-420; Md. Rte. 147, Contract Nos. H-453-1,2,3,4-420 and the East-West Highway, Contract Nos. H-438-11,12,13-420 shall be the date of the completion of this agreement, and the effective date of transfer of all other roads, streets or avenues not thus far utilized or appropriated shall be the date on which "notice" is given a contractor "to proceed" with actual construction of a particular section of the Belair By-Pass, Contract Nos. H-335-3,4,5,6,7,8,9-420; Md. Rte. 147, Contract Nos. H-453-1,2,3,4-420 and the East-West Highway, Contract Nos. H-438-11,12,13-420 at which time title to the roads, streets and avenues affected by the construction of that particular section shall pass from Harford County to the State Roads Commission. Copies of such "notices to proceed" as issued, shall be furnished the Department of Public Works of Harford County. The sections of county roads, streets or avenues already utilized or appropriated for construction purposes, shall be excluded from the inventory as of December 1, 1962 and excluded from the allocation of funds as of July 1, 1963, and that as to the remaining

section of roads, streets, or avenues, the same shall be excluded from the inventory as of December 1, following the effective date of transfer and excluded from the allocation of funds as of July 1 the following year.

II

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

III

That, if, by the obstruction, alteration and relocation of said County roads, streets or avenues any private vested right of any owners of lands abutting upon said County roads, streets or avenues or lying in the vicinity thereof, are invaded so as to entitle such owners to legal compensation under the laws of the State of Maryland, and if the County is required by law to pay just compensation to such abutting owners, the Commission agrees to reimburse and indemnify the County for such payment. The County shall secure adequate appraisals for the right of way to be secured from individual property owners, said appraisals will be submitted to the State Roads Commission and approved by the Bureau of Appraisal Review before any commitment is made by the County. Such payment shall include court costs, appraiser's fees and other expenses directly incurred by the County, however, the Commission shall not be liable to pay any cost or loss occasioned by the negligence of the County, its agents and employees.

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

ATTEST:

Secretary

HARFORD COUNTY, MARYLAND

BY

President, Board of County Commissioners

Recommended for Approval:

Date: 9/24/63

~~County Roads Engineer~~ Acting Director of Dept. of Public Works

Member, Board of County Commissioners

Member, Board of County Commissioners

Approved as to form and legal sufficiency:

Special Attorney

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman and Director of Highways

Recommended for Approval:

10/3/63

Date:

Chief Engineer

STATE OF MARYLAND)
Harford County) ss:

I HEREBY CERTIFY that on this 24th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, County of Harford, personally appeared Paul McNeal, President of the Board of County Commissioners, Harford County, and acknowledged the aforegoing Agreement to be the act and deed of the County Commissioners, acting for Harford County.

AS WITNESS my hand and Notarial Seal.

Jessie G. Evans
Notary Public

My Commission Expires

May 3 1965

STATE OF MARYLAND)
CITY OF BALTIMORE) ss:

I HEREBY CERTIFY that on this 7th day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John B. Funk, Chairman and Director of Highways, for the STATE ROADS COMMISSION OF THE STATE OF MARYLAND, and acknowledged the aforegoing Agreement to be the act and deed of the State Roads Commission, acting for the State of Maryland.

AS WITNESS my hand and Notarial Seal.

Harry A. Stark
Notary Public

My Commission Expires

MAY 3 1965

EXHIBIT 'A'

Belair By-Pass (Relocated U.S. Rte. #1)

Bynum Road

A portion of Bynum Road will be severed, beginning at its intersection with Existing U.S. Rte. #1, and extending westerly a distance of 100'. A 'T' type turn-a-round will be provided at its point of severance. Bynum Road will have access to Relocated U.S. Rte. #1 by way of Ramp 'L' and to regraded U.S. Rte. #1 by means of the connecting road, which is a part of this interchange.

Vale Road

A portion of Vale Road will be relocated beginning at a point 600' East of its centerline intersection with Relocated U.S. Rte. #1, and extending Westerly a distance of 1560'. A grade separation will be provided, with no access permitted to Relocated U.S. Rte. #1 at this point.

Tollgate Road

Existing Tollgate Road will remain in its present position, with no grade or alignment change. A grade separation will carry Relocated U.S. Rte. #1 over Tollgate Road. No access will be provided to Relocated U.S. Rte. #1 at this point.

Relocated Md. Rte. 23

Underwood Lane

A portion of Underwood Lane will be regraded beginning at its point of intersection with Existing U.S. Rte. #1, and extending Westerly a distance of 130'.

Relocated Md. Rte. 147

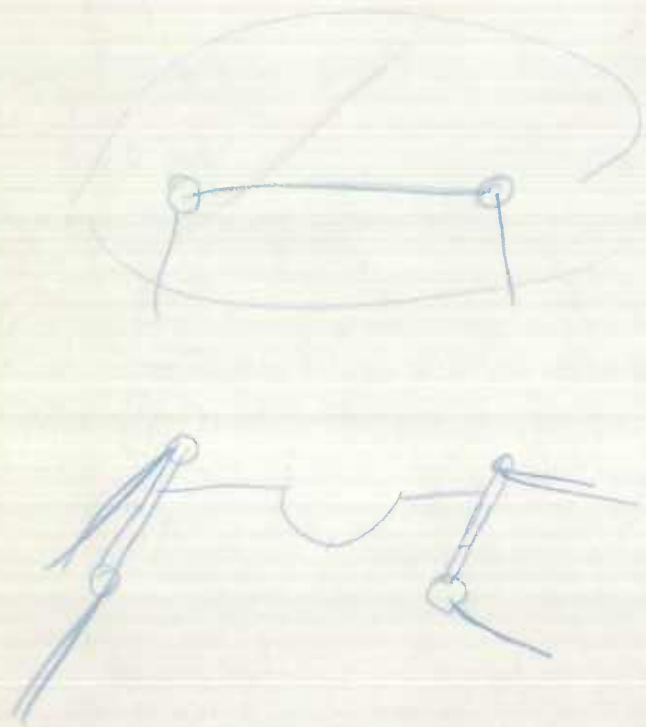
Reckord Road

A portion of Reckord Road will be relocated, beginning at a point 650' west of its centerline intersection with Relocated Md. Rte. 147, and extending easterly for a distance of 1250' to a point of tie-in with existing Md. Rte. 147. A grade separation will be provided with no access to Relocated Md. Rte. 147.

"EXHIBIT A" - CONTINUED"

Connolly Road

A portion of Connolly Road will be relocated beginning at a point 1500' west of its centerline intersection with Relocated Md. Rte. 147, and extending in an Easterly direction a distance of 1950', to a point of tie-in with existing Md. Rte. 147. A grade separation will be provided with no access to Relocated Md. Rte. 147.



MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
THURSDAY, APRIL 11, 1963
* * *

Chairman and Director Funk executed duplicate copies of agreement dated April 11, 1963, by and between the Maryland and Pennsylvania Railroad Company, a body corporate, party of the first part, therein sometimes called "Railroad," and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the second part, therein sometimes called "Commission," wherein it is agreed that, in connection with the reconstruction of Md. Route 136 from the Broad Creek relocation to Whiteford, in Harford County, Maryland, which will cross the present tracks of the Railroad at grade at Highway Station 296+90 and will require the reconstruction and maintenance of highway-railroad grade crossing, the Railroad, at the Commission's expense, shall prepare and rehabilitate its tracks for the said highway improvement, and the Commission shall construct and maintain, with the exception of the work being performed by the Railroad, the entire highway improvement in accordance with plans and specifications prepared by the Commission and approved by the Railroad, which are referred to and made a part thereof; further, the Railroad, insofar as it has the right so to do, grants to the Commission an easement for highway purposes through property of the Railroad as shown on SRC Plat #22511, attached thereto and made a part thereof, all subject to the terms, limitations, covenants and agreements more fully set forth therein.

Said agreement had been executed previously by the party of the first part, approved for execution by Chief Engineer Fisher and as to form and legal sufficiency by Special Attorney Seymour.

Copy:
Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. E. C. Chaney (2)
Mr. H. G. Bowers
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
Secretary's File
SRC-Harford County
Contract H-439-2-420

HARFORD

STATE OF MARYLAND
STATE ROADS COMMISSION
300 WEST PRESTON STREET
BALTIMORE 1, MD.
(MAILING ADDRESS - P. O. BOX 717, BALTIMORE 3, MD.)

May 21, 1962

Re: Northeastern Expressway
Harford County Road Agreements

Division of Planning and Programming
State Roads Commission

Attention: Mr. George Cassell

Gentlemen:

Under separate cover you will receive, in the near future, three separate road agreements between the State Roads Commission and Harford County for the relocation, closures and alterations of roads in Harford County.

These agreements do not follow our customary procedure in that the usual statement regarding exclusion of this section of county road from the next inventory and a deduction thereof from the allocable funds due Harford County as of the following July 1 has been omitted. We have been advised by Mr. C. C. Seymour, Special Attorney, that since the agreement was partially executed prior to his review, these agreements are approved on the basis that you will be notified to take all such road transfers into consideration in preparing our next inventory for Harford County.

Upon receipt of the above agreements please bear in mind these considerations in the preparation of your inventory.

Very truly yours,

Roland E. Jones
Coordinator

REJ:JIC:k
cc: Mr. D. H. Fisher
Mr. C. C. Seymour
J. E. Greiner Company

May 21, 1962

Re: Northeastern Expressway
Harford County Road Agreements

Division of Planning and Programming
State Roads Commission

Attention: Mr. George Cassell

Gentlemen:

Under separate cover you will receive, in the near future, three separate road agreements between the State Roads Commission and Harford County for the relocation, closures and alterations of roads in Harford County.

These agreements do not follow our customary procedure in that the usual statement regarding exclusion of this section of county road from the next inventory and a deduction thereof from the allocable funds due Harford County as of the following July 1 has been omitted. We have been advised by Mr. C. C. Seymour, Special Attorney, that since the agreement was partially executed prior to his review, these agreements are approved on the basis that you will be notified to take all such road transfers into consideration in preparing our next inventory for Harford County.

Upon receipt of the bove agreements please bear in mind these considerations in the preparation of your inventory.

Very truly yours,

Roland E. Jones
Coordinator

REJ:JIC:k
cc: Mr. D. H. Fisher
Mr. C. C. Seymour
J. E. Greiner Company

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, MAY 25, 1962

* * *

Chairman and Director Funk executed agreement, in duplicate, dated May 8, 1962, by and between Harford County, Maryland, a body corporate and politic, acting through its Board of County Commissioners, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the second part, wherein the parties thereto agree with respect to transfer by the County to the Commission of all its right, title and interest in and to the portions of Bush-Chapel Road described in "Exhibit A," attached thereto, and the relocation and alterations required to be made, in connection with the construction of the Northeastern Expressway, Contract Nos. NE-103, NE-104, NE-105 and NE-106, as more fully set forth therein. The said agreement had previously been executed by the County, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

These roads to be transferred back to the county for maintenance upon completion of the N.E Expwy per conversation with Mr Roland Jones and Mr Crowther on Nov 7, 1962

S Bellistri

Copy: Mr. R. E. Jones (2)
Mr. L. C. Moser (2)
Mr. C. L. Wannen
Mr. G. W. Cassell
J. E. Greiner Company
Secretary's File
N.E. Expressway-Binder
Contract NE-103
" NE-104
" NE-105
" NE-106

THIS AGREEMENT, made this 8th day of May 1962, by and between Harford County, Maryland a body corporate and politic, acting through its Board of County Commissioners, hereinafter called "County", party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the second part;

WHEREAS, the Commission is in the process of constructing a certain highway known as the Northeastern Expressway, Contract numbers NE-103, NE-104, NE-105 and NE-106 and deems it necessary to take possession of and obstruct or relocate certain portions of the County roads, streets or avenues or alter or adjust as necessary those so noted, all as listed in the attachment titled "Exhibit A", and;

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

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

I

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

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

II

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

III

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

IV

The execution of this agreement by the County will not in any way preclude any property owner effected by the closure, alteration and/or relocation of any of the County roads shown in Exhibit "A" from any rights to claims against the Commission for damages resulting therefrom which they have prior to the execution of this Agreement.

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

ATTEST:

William O Whitford
Secretary

John B. Schad
Highways Engineer

HARFORD COUNTY, MARYLAND

By D. Paul McNabb
Chairman, County Commission

Approved as to form and legal sufficienty:

County Solicitor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By
Chairman & Director of Highways

Recommended for Approval:

5/24/62 David M. Pike
Date: Chief Engineer

Approved as to form and legal sufficiency:

Special Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 25th day of MAY in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John B. Funk, Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing Agreement to be the act of the State Roads Commission of Maryland, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

WITNESS MY HAND AND NOTARIAL SEAL

NOTARY SEAL

Notary Public

My Commission expires MAY 6 1963

STATE OF MARYLAND, COUNTY OF HARFORD, To Wit:

I HEREBY CERTIFY, that on this 8th day of May in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared D. Paul McNabb, Chairman of the County Commissioners of Harford County, Maryland, and acknowledged the foregoing Agreement to be the act of the County of Harford, State of Maryland, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

WITNESS MY HAND AND NOTARIAL SEAL

NOTARY SEAL

Dolores C. Clarke
Notary Public

My Commission expires May 6 1963

Exhibit A

Name of Street, Road or Avenue	Election District
1. Bush-Chapel Road	2 and 3

1. Bush-Chapel Road Co 334

Bush-Chapel Road will be closed for a distance of approximately 550 feet beginning at a point approximately 280 feet east of its junction with Stepney Road and extending easterly that distance across the Expressway right of way.

A relocation of this road will be constructed beginning at the severed end of the road east of the Expressway extending southwesterly along the southeast side of the right of way of the Expressway to a junction with Stepney Road.

A T-type turnaround will be constructed at the severed end of this road west of the Expressway.

HARFORD COUNTY

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

Chairman and Director Funk executed agreement, in duplicate, dated March 20, 1962, by and between Harford County, Maryland, a body corporate and politic, acting through its Board of County Commissioners, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the second part, wherein the parties thereto agree with respect to transfer by the County to the Commission of all its right, title and interest in and to the Old Joppa, Clayton, Winters Run, Abingdon, Hookers Mill, Belcamp, Stepney, Beard's Mill, Maxa, Old Robinhood, Chapel, Harlton, Lapidum and Frontage Roads, described in "Exhibit A," attached thereto, and the relocations and alterations required to be made to such roads, in connection with the construction of the Northeastern Expressway, Contract Nos. NE-103, NE-104, NE-105 and NE-106, as more fully set forth therein. The said agreement had previously been executed by the County, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour.

These roads to be transferred back to the county for maintenance upon completion of the N.E. Expwy per conversation with Mr Roland Jones & Mr Crowther on Nov. 7, 1962

Copy: Mr. R. E. Jones (2)
Mr. L. C. Moser (2)
Mr. G. L. Wannen
Mr. C. W. Casselli
J. E. Greiner Company
Secretary's file
N.E. Expressway-Binder
Contract NE-103
" NE-104
" NE-105
" NE-106

THIS AGREEMENT, made this 20th day of March 1962, by and between Harford County, Maryland a body corporate and politic acting through its Board of County Commissioners, hereinafter called "County", party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the second part;

WHEREAS, the Commission is in the process of constructing a certain highway known as the Northeastern Expressway, Contract numbers NE-103, NE-104, NE-105 and NE-106 and deems it necessary to take possession of and obstruct or relocate certain portions of the County roads, streets or avenues or alter or adjust as necessary those so noted, all as listed in the attachment titled "Exhibit A", and;

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

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

I

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

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

II

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

III

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

IV

The execution of this agreement by the County will not in any way preclude any property owner effected by the closure, alteration and/or relocation of any of the County roads shown in Exhibit "A" from any rights to claims against the Commission for damages resulting therefrom which they have prior to the execution of this Agreement.

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

ATTEST:

William O. Whitford
Secretary

John B. Schnee
Highways Engineer

HARFORD COUNTY, MARYLAND

By D. Paul McNabb
Chairman, County Commission

Approved as to form and legal sufficiency:

County Solicitor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By
Chairman & Director of Highways

Recommended for Approval:

5/3/62
Date: Chief Engineer

Approved as to form and legal sufficiency:

Special Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 4th day of MAY in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John B. Funk, Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing Agreement to be the act of the State Roads Commission of Maryland, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

WITNESS MY HAND AND NOTARIAL SEAL

NOTARY SEAL

Harry G. Stark
Notary Public

My Commission expires 5-6-63

STATE OF MARYLAND, COUNTY OF HARFORD, To Wit:

I HEREBY CERTIFY, that on this 21st day of March in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared D. Paul McNabb, Chairman of the County Commissioners of Harford County, Maryland, and acknowledged the foregoing Agreement to be the act of the County of Harford, State of Maryland, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

WITNESS MY HAND AND NOTARIAL SEAL

NOTARY SEAL

Jessie H. Evans
Notary Public

My Commission expires May 1962

Exhibit A

Name of Street, Road or Avenue	Election District
1. Old Joppa Road	1
2. Clayton Road	1
3. Winters Run Road	1
4. Abingdon Road	1
5. Hookers Mill Road	1
6. Belcamp Road	1
7. Stepney Road	2 and 3
8. Beard's Hill Road	2
9. Maxa Road	2
10. Old Robinhood Road	2
11. Chapel Road	2
12. Earlton Road	2
13. Lapidum Road	2
14. Frontage Road	2

Clayton Rd
Old Joppa Rd

1. Old Joppa Road Co 260

Old Joppa Road will be reconstructed for a length of approximately 1025 feet, approximately along its existing alignment, over a structure over the Expressway.

Traffic will be maintained on a temporary road around the construction area during the construction period.

2. Clayton Road Co 283

Clayton Road will be reconstructed for a length of approximately 1522 feet, approximately along its existing alignment, over a structure over the Expressway.

Traffic will be maintained on a temporary road around the construction area during the construction period.

3. Winters Run Road Co 486

Winters Run Road will be relocated for a length of approximately 1185 feet under a structure carrying the Expressway over this road and Winters Run.

Traffic will be maintained on the existing or new location during the construction period.

4. Abingdon Road Co 246

Abingdon Road will be reconstructed for a length of approximately 700 feet, approximately along its existing alignment, over a structure over the Expressway.

Traffic will be maintained on a temporary road around the construction area during the construction period.

5. Hooker's Mill Road Co 451

Hooker's Mill Road will be closed for a length of approximately 350 feet within the Expressway right of way and a relocation constructed along the northeast side of the Expressway to a connection with Calvary Road.

An L-type turnaround will be provided at the end of the closed road southeast of the Expressway.

1. Old Joppa Road Co 260

Old Joppa Road will be reconstructed for a length of approximately 1025 feet, approximately along its existing alignment, over a structure over the Expressway.

Traffic will be maintained on a temporary road around the construction area during the construction period.

2. Clayton Road Co 283

Clayton Road will be reconstructed for a length of approximately 1522 feet, approximately along its existing alignment, over a structure over the Expressway.

Traffic will be maintained on a temporary road around the construction area during the construction period.

3. Winters Run Road Co 486

Winters Run Road will be relocated for a length of approximately 1185 feet under a structure carrying the Expressway over this road and Winters Run.

Traffic will be maintained on the existing or new location during the construction period.

4. Abingdon Road Co 246

Abingdon Road will be reconstructed for a length of approximately 700 feet, approximately along its existing alignment, over a structure over the Expressway.

Traffic will be maintained on a temporary road around the construction area during the construction period.

5. Hooker's Mill Road Co 451

Hooker's Mill Road will be closed for a length of approximately 350 feet within the Expressway right of way and a relocation constructed along the northeast side of the Expressway to a connection with Calvary Road.

An L-type turnaround will be provided at the end of the closed road southeast of the Expressway.

6. Belcamp Road Co 476

Belcamp Road will be reconstructed approximately along its existing alignment for approximately 1650 feet over a structure over the Expressway, beginning at the center line of Old Philadelphia Road and extending that distance to the north.

Traffic will be maintained along Old Philadelphia Road and Cresswell Road during the construction period.

7. Stepney Road Co 330

Stepney Road will be reconstructed along its existing alignment for approximately 1175 feet, over a structure over the Expressway.

Traffic will be maintained during the construction period by a detour over existing Bush Chapel Road and Relocated Bush Chapel Road.

8. Beard's Hill Road Co 393

Beard's Hill Road will be closed for a distance of approximately 600 feet beginning at its intersection with Maryland Route 22 and extending that distance to the right of way line of the Expressway. A relocation of this road will be constructed beginning at a point approximately 1550 feet east of the east right of way line of the Expressway and extending southerly to a connection with Maryland Route 22 at its existing junction with Bush Chapel Road.

A T-type turnaround will be provided at the end of the closed road east of the Expressway right of way.

9. Maxa Road Co 392

Maxa Road will be reconstructed for a length of approximately 1220 feet, approximately along its existing alignment, over a structure over the Expressway.

Traffic will be maintained over a temporary road around the construction area during the construction period.

10. Old Robinhood Road Co. 616 & Co 391

Old Robinhood Road will be closed for a length of approximately 370 feet within the right of way of the Expressway.

L-type turnarounds will be constructed on the road on each side of the right of way.

11. Chapel Road Co 411

Chapel Road will be reconstructed for a length of approximately 1700 feet, approximately along its existing alignment, crossing over a structure over the Expressway.

Traffic will be maintained on a temporary road around the construction area during the construction period.

12. Earlton Road - Robinhood Rd Co 394

Earlton Road will be reconstructed, for a length of approximately 955 feet, along its existing alignment over a structure over the Expressway.

Traffic will be maintained on a temporary road around the construction area during the construction period.

13. Lapidum Road Co 180

Lapidum Road will be reconstructed, for a length of approximately 1600 feet, along its existing alignment over a structure over the Expressway.

Traffic will be maintained over a temporary road around the construction area during the construction period.

14. Frontage Road

A new road will be constructed approximately 2445 feet in length beginning at Paradise Road and extending to the northeast along the southeastern side of the Expressway right of way to provide access to the properties in this vicinity. This road, which will serve as an access road to a State Road for several properties now having access via Chapel Road, will be designated as a County Road.

HARFORD COUNTY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, MAY 13, 1962
* * *

Chairman and Director Funk executed agreement, in duplicate, dated April 17, 1962, by and between Harford County, Maryland, a body corporate and politic, acting through its Board of County Commissioners, therein called "County," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the second part, wherein the parties thereto agree with respect to transfer by the County to the Commission of all its right, title and interest in and to the portions of Mill Road and Agreement Laneway described in "Exhibit A," attached thereto, and the relocations and alterations required to be made to such roads, in connection with the construction of the Northeastern Expressway, Contract Nos. NE-103, NE-104, NE-105 and NE-106, as more fully set forth therein. The said agreement had previously been executed by the County, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour.

These roads to be transferred back to the County for maintenance upon completion of the N/E Expwy per conversation with Mr Roland Jones and Mr Crowther on Nov. 7, 1962

A Bellestri

Copy: Mr. R. E. Jones (2)
Mr. L. C. Moser (2)
Mr. C. L. Warren
Mr. G. W. Cassell
J. E. Greiner Company
Secretary's File
N.E. Expressway-Binder
Contract NE-103
" NE-104
" NE-105
" NE-106

Esleeck

Fidelity Onion Skin

THIS AGREEMENT, made this 17th day of April 1962, by and between Harford County, Maryland a body corporate and politic acting through its Board of County Commissioners, hereinafter called "County", party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the second part;

WHEREAS, the Commission is in the process of constructing a certain highway known as the Northeastern Expressway, Contract numbers NE-103, NE-104, NE-105 and NE 106 and deems it necessary to take possession of and obstruct or relocate certain portions of the County roads, streets or avenues or alter or adjust as necessary those so noted, all as listed in the attachment titled "Exhibit A", and;

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

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

I

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

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

II

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

III

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

IV

The execution of this agreement by the County will not in any way preclude any property owner effected by the closure, alteration and/or relocation of any of the County roads shown in Exhibit "A" from any rights to claims against the Commission for damages resulting therefrom which they have prior to the execution of this Agreement.

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

ATTEST:

William O. Whitehead
Secretary

Highways Engineer

HARFORD COUNTY, MARYLAND

By D. Paul McNabb
Chairman, County Commission

Approved as to form and legal sufficiency:

County Solicitor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By
Chairman & Director of Highways

Recommended for Approval:

5/3/62
Date: Chief Engineer

Approved as to form and legal sufficiency:

Special Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 15th day of MAY in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John B. Funk, Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing Agreement to be the act of the State Roads Commission of Maryland, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL

Harry G. Brook
Notary Public

My Commission expires 5-6-63

STATE OF MARYLAND, COUNTY OF HARFORD, To Wit:

I HEREBY CERTIFY, that on this 17th day of April in the year 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared D. Paul McNabb, Chairman of the County Commissioners of Harford County, Maryland, and acknowledged the foregoing Agreement to be the act of the County of Harford, State of Maryland, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL

Jessie G. Evans
Notary Public

My Commission expires May 3, 1963

Exhibit A

Name of Street, Road or Avenue	Election District
1. Mill Road	1
~~2. Bush Chapel Road~~	~~2 and 3~~
2. Agreement Laneway	3

1. Mill Road Co 471

Mill Road will be closed for a distance of approximately 1145 feet within the right of way of the Expressway. T-type turnarounds will be constructed on the road on each side of the right of way.

An extension of Mill Road will be constructed from its present terminus, approximately 1600 feet measured along the road north of the Expressway right of way, northerly for a distance of approximately 1800 feet to a junction with Hooker's Mill Road on the west side of Bynum Run.

2. Bush-Chapel Road

Bush-Chapel Road will be closed for a distance of approximately 550 feet beginning at a point approximately 280 feet east of its junction with Stepney Road and extending easterly that distance across the Expressway right of way.

A relocation of this road will be constructed beginning at the severed end of the road east of the Expressway extending southwesterly along the southeast side of the right of way of the Expressway to a junction with Stepney Road.

A T-type turnaround will be constructed at the severed end of this road west of the Expressway.

3. Agreement Laneway Co 618

Agreement Laneway will be closed within the Expressway right of way for a distance of approximately 525 feet beginning at its existing junction with State Route 22 and extending that distance to the Expressway right of way line.

A relocation of this road will be constructed approximately 1450 feet long beginning at a point on State Route 22 approximately 1000 feet south of the existing junction of State Route 22 and Beard's Hill Road extending westerly to a junction with the existing road approximately 800 feet measured along the existing road from its severed end at the Expressway right of way line.

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, MAY 10, 1961
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated the 4th day of April, 1961, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission", and the County Commissioners of Harford County, Maryland, a body corporate, parties of the second part, therein called the "County", applicable to the following secondary road projects in Harford County, Maryland, such projects being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which are to be financed in part with Federal funds under the provisions of the Federal-aid Highway Acts of 1944, 1948, 1950, 1956 and 1958:

Projects to be constructed by County Contract

Federal-aid Project Number	Name of Road
S-0074(6)	Stepney Road
S-0457(4)	Thomas Run Road

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

Said agreement, which had previously been executed by the County Commissioners of Harford County, had been approved as to form and legal sufficiency by Special Attorney C. C. Seymour, and recommended for approval by Chief Engineer D. H. Fisher.

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. G. B. Chaires
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. W. A. Jordan
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs (4)
Mr. A. L. Grubb(2)
Mr. C. L. Wannen
Mr. S. T. Nottingham
Mr. L. C. Moser (2)
Co. Commrs. of Harford Co. (3)
Secretary*s File
SRC-Harford County

HARFORD COUNTY

Mr. Cassell

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

On recommendation of A. L. Grubb, Chief, Bureau of Bridges, August 26, 1960, approved by Chief Engineer Fisher, Chairman and Director Funk directed that the live load capacity limit of 24,000 pounds be removed from Bridge No. 12020 over Winters Run on Maryland Route 24 in Harford County.

Copy: Mr. D. H. Fisher
Mr. A. L. Grubb (2)
Mr. P. A. Kempter
Mr. E. C. Chaney (2)
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. S. Pfarr
Miss A. T. Stickles
Major G. E. Davidson (2)
Maryland Traffic Safety Commission
SRC-Weight Limitations
SRC-Harford County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, JULY 13, 1960
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated the 13th day of July, 1960, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and the County Commissioners of Harford County, Maryland, a body corporate, parties of the second part, therein called the "County," applicable to the following secondary road project in Harford County, Maryland, such project being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which are to be financed in part with Federal funds under the provisions of the Federal-aid Highway Acts of 1944, 1948, 1950, 1956 and 1958:

Project to be Constructed by County Contract

Federal-Aid Project Number	Name of Road
S-521 (3)	St. Clair Bridge Road Bridge over Deer Creek

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

Said agreement, which had previously been executed by the County Commissioners of Harford County, had been approved as to form and legal sufficiency by Special Attorney C. C. Seymour, and recommended for approval by Chief Engineer David H. Fisher.

HARFORD COUNTY

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

MEMORANDUM OF ACTION OF STATE HIGH COMMISSION ON MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JULY 15, 1968
***

Chairman and Director Funk, appearing for and on behalf of the Commission proceeding, in duplicate, dated the 15th day of July, 1968, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, sometimes called the "Commission," and the County Commissioners of Harford County, Maryland, a body corporate, parties of the second part, sometimes called the "County," applicable to the following secondary road projects in Harford County, Maryland, such projects being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which are to be financed in part with Federal funds under the provisions of the Federal-Aid Highway Acts of 1944, 1956, 1958 and 1962:

Projects to be Constructed by County Contract

Federal-Aid Secondary Number	Name of Road
S-323 (2)	1. Clark Bridge Road Bridge over Deer Creek

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

Said agreement, which had previously been approved by the County Commissioners of Harford County, has been approved as to form and legality by Special Attorney C. G. Sequeira, and recommended for approval by Chief Engineer David H. Wilson.

Copy: Mr. R. H. Fisher
Mr. C. C. Sequeira
Mr. R. E. Gaines
Mr. C. A. Gardner
Mr. C. L. Lanville
Mr. E. V. Clancy (2)
Mr. A. Jordan
Mr. F. P. Sullivan
Mr. C. H. Lewis, Jr. (2)
Mr. R. E. Gross (4)
Mr. A. E. Crumb (2)
Mr. S. L. Tanner
Mr. J. V. Martinelli
Mr. J. C. Cosby (2)
Co. Comm. of Harford Co. (2)
Secretary's File
Sub-Department Clerk

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, APRIL 26, 1960
***

HARFORD COUNTY
F.A.S.

On request of the Harford County Commissioners, through Mr. D. Paul McNabb, President, in letter dated April 20, 1960, and concurring in recommendation of Bureau of Programming Chief Wolf, for Division of Planning & Programming Director Hajzyk, in letter of April 25, 1960, Chairman and Director Funk authorized the programming of the following project with the Bureau of Public Roads as a Federal Aid Secondary project in Harford County:

St. Clair Bridge Road - Structure over Deer Creek
FAS Route #460
Length of Project: 0.299 Mile
Type: 3-Span Steel Beam Bridge and Approaches
Total Estimated Cost: $140,000.00

Mr. Wolf's letter states that the total estimated cost of the improvements is $140,000.00 and Federal funds will participate to the extent of 50%, the remainder of the cost to be borne by the County. Harford County has to its credit an unprogrammed balance of $123,531.00 in Federal Aid Secondary funds, which is in excess of $70,000.00 to be expended on these improvements. This project, upon completion, will be maintained by Harford County as a part of its Secondary System.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. J. Hajzyk
Mr. J. E. Wolf
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. W. A. Jordan
Mr. F. P. Scrivener
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. C. L. Wannen
Mr. H. C. Bowers
Harford County Commissioners (3)
SRC-Harford County

Mr Cowell
Do you find anything about an existing agreement. If not please prepare agreement patterned after others.
12/5/60

STATE OF MARYLAND
STATE ROADS COMMISSION
300 WEST PRESTON STREET
BALTIMORE 1, MD.
(MAILING ADDRESS-P. O. BOX 717, BALTIMORE 3, MD.)

E. C. CHANEY
DISTRICT ENGINEER

OFFICE OF DISTRICT ENGINEER
POST OFFICE BUILDING
REISTERSTOWN, MD.

December 2, 1960

Mr. George N. Lewis, Jr.
Chief - Traffic Bureau
State Roads Commission
Box 717
Baltimore 3, Maryland

Dear Mr. Lewis:

I am attaching a copy of a letter, dated November 29, 1960, from Mr. John B. Schnell, Highways Engineer for Harford County, in which he states that the Harford County Highways Department would accept designated sections of Old Route 155 into the County Highways System upon completion of the new Route 155. In other words, this is the portion of the old road which was undisturbed by the construction of the new road. The mileage on these sections totals approximately 3.50 miles.

He advises that they have already assumed maintenance operations on these sections; therefore, will you have the necessary agreement executed so that they may get credit for this mileage in their allotment.

Yours very truly,

E. C. Chaney

E. C. Chaney
District Engineer

ECC:dac

Attachment

cc: Mr. D. H. Fisher
Mr. G. B. Chaires
Mr. J. B. Schnell
Mr. M. C. Volker
Mr. G. R. Little

Will:
Give county credit for sections of old road. Prepare control sections for new rd.
Bill

December 2, 1960

Mr. George N. Lewis, Jr.
Chief - Traffic Bureau
State Roads Commission
Box 717
Baltimore 3, Maryland

Dear Mr. Lewis:

I am attaching a copy of a letter, dated November 29, 1960, from Mr. John B. Schnell, Highways Engineer for Harford County, in which he states that the Harford County Highways Department would accept designated sections of Old Route 155 into the County Highways System upon completion of the new Route 155. In other words, this is the portion of the old road which was undisturbed by the construction of the new road. The mileage on these sections totals approximately 3.50 miles.

He advises that they have already assumed maintenance operations on these sections; therefore, will you have the necessary agreement executed so that they may get credit for this mileage in their allotment.

Yours very truly,

E. C. Chaney
District Engineer

ECC:dac

Attachment

cc: Mr. D. H. Fisher
Mr. G. B. Chaires
Mr. J. B. Schnell
Mr. M. C. Volker
Mr. G. R. Little

November 29, 1960

Mr. E.C. Chaney, District Engineer
State Roads Commission
Post Office Building
Reisterstown, Maryland

Dear Mr. Chaney:

This letter will confirm our previous agreement between State Roads officials and the Harford County Highways Department and County Commissioners; that the Harford County Highways Department would accept designated sections of old Route 155 into the County Highway system unpon completion of the new Route 155, amounting to approximately 3.50 miles.

We have assumed the maintenance operations on these roads and will assume the snow removal work and will await whatever necessary action to consumate this transfer which is necessary.

Very truly yours,

John B. Schnell

John B. Schnell
Highways Engineer

JBS:al

January 10, 1961

Mr. E. C. Chaney,
District Engineer

Dear Mr. Chaney:

Road Exchange

Reference is made to your letter of December 2, 1960, enclosing copy of letter of November 29th from Mr. John B. Schnell, Highways Engineer for Harford County, relative to the County accepting for maintenance old sections of Route 155 in Harford County.

In order to straighten this matter out, it appears that you should answer Mr. Schnell's letter of November 29th and advise him that the agreement approved by the Chairman and Director of the State Roads Commission, Mr. John B. Funk, on Friday September 4, 1959, a copy of which you have, sets forth in detail the agreement between the State Roads Commission and the Harford County officials for the transfer of remaining sections of Md. Route 155.

Recently, Mr. Schnell was in the office concerning this matter and feels that he should be formally notified to the effect that the sections of the subject highway are transferred to Harford County.

As mentioned above, I suggest that the entire matter be consummated by your replying to Mr. Schnell's letter of November 29th, letting me have a copy.

Thanking you for your cooperation, I am

Very truly yours,

GNLjr-d

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

cc: Mr. Geo. W. Cassell

January 19, 1951

Mr. E. G. Conway,
District Engineer,

Dear Mr. Conway,

Reference is made to your letter of December 8, 1950, enclosing copy of letter of November 29th from Mr. John B. Schmidt, Highway Engineer for Gilroy Cooley, relative to the County assuming the maintenance responsibility of Route 152 in Santa Clara County.

In order to straighten this matter out, it appears that you should advise Mr. Schmidt's letter of November 29th and advise him that the agreement approved by the Contract Div. Director of the State Board of Supervisors, Mr. John B. Dunn, on April 4, 1950, a copy of which you have, was forwarded to the Monterey County officials for the transfer of remaining sections of Mt. Toro Rd.

Generally, Mr. Schmidt was in the office conferring with Harry and Jack when he should be formally notified to the effect that the sections of the project already are transferred to Santa Cruz County.

As mentioned above, I have not yet received the letter of December 8th, mentioned in your letter of December 18th, but I have a copy.

Very truly yours,

Geo. H. Dunn
District Engineer

By:
Geo. H. Dunn

Geo. H. Dunn
District Engineer
Bureau of Traffic

Mr Cassell

January 13, 1961

Contract H-422-1-420
Maryland Route 155
Havre de Grace - Level

Mr. John B. Schnell
Highways Engineer
Harford County Highways Department
Bel Air, Maryland

Dear Mr. Schnell:

Regarding your letter of November 29, 1960, in response to my letter of November 22, 1960, with reference to the old sections of Route 155 remaining as a result of the construction of the new road, I would like to refer you to the Minutes of the Commission, dated Friday, September 4, 1959, covering the agreement between the Harford County Commissioners and the State Roads Commission, copies of which were sent to the Harford County Commissioners. The minutes outline the portions of the old road to be taken over by Harford County after construction as follows, under item 4:

> "Upon completion of the projects contemplated by this agreement, the "County" shall take those sections of existing Maryland Route155 from (1) the planned connection between the existing road and the relocation west of proposed Northeastern Expressway to intersection of Maryland Route 155 and Maryland Route 462; from (2) opposite Station 228+ to opposite Station 245+; from (3) approximately Station 269+ to Station 291+, being from intersection of Maryland Route 155 and Maryland Route 161 to approximate intersection of Maryland Route 155 and Hopewell Road; from (4) opposite Station 299+ to opposite Station 318+".

These sections of the old road, in order respectively, are 2 miles, 0.33 miles, 0.80 miles, 0.37 miles, or a total of 3.50 miles transferred to Harford County. I probably should have mentioned this in my letter to you of November 22nd but I felt sure you had copies of this agreement and were familiar with the areas. It is my understanding that you are already maintaining these sections of the road and I have written Mr. George Lewis, Jr., of our Traffic Division, to set this mileage up into the County system for your allotment.

Very truly yours,

R. C. Chaney
District Engineer

RCC:ms

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

January 16, 1961

Mr. E.C. Chaney
District Engineer
Post Office Building
Reisterstown, Maryland

Dear Mr. Chaney:

Re: Contract H-422-1-420
Maryland Route 155
Havre de Grace - Level

Thank you for your letter of January 13, 1961, concerning the County-State agreement on Route 155. I do have a copy of the agreement and was aware as to how it read and will be perfectly happy to consider that agreement to include those sections of connecting roads between the old and new Route 155. I had interpeted the agreement which read in part, "shall take those sections of the existing Maryland Route 155 -------", to mean only those sections of the old Route 155 and not the connecting links between the old and the new, These connecting links are all on State Roads Commission rights of way and I thought some other reference should be made to them.

I understand that the State Roads Commission is preparing the necessary legal documents to transfer the rights of way for the old sections of Route 155 to the County, and I imagine that some reference will be made to the connecting links at that time.

Very truly yours,

John B. Schnell
Highways Engineer

CC: Mr. Geo. H. Lewis,,Jr.

January 18, 1951

Mr. E.C. Handy
District Engineer
Post Office Building
Hagerstown, Maryland

Dear Mr. Handy:

Re: Contract H-429-1-420
Maryland Route 155
Havre de Grace - Level

Thank you for your letter of January 17, 1951, concerning the County-State agreement on Route 155. I do have a copy of the agreement and was aware as to how it read and will be perfectly happy to consider that agreement be limited those sections of connecting roads between the old and new Route 155. I had interpreted the agreement which read in part, "shall take those sections of the existing Maryland Route 155 ---------", to mean only those sections of the old Route 155 and not the connecting links between the old and the new. These connecting links are all on State Roads Commission rights of way and I thought more other reference should be made to them.

I understand that the State Roads Commission is preparing the necessary legal documents to transfer the rights of way for the old sections of Route 155 to the County, and I imagine that same reference will be made to the connecting links at that time.

Very truly yours,

John B. Gahnell
Highways Engineer

DG: Mr. Geo. K. Lewis, Jr.

January 16, 1961

Mr. E.C. Chaney
District Engineer
Post Office Building
Reisterstown, Maryland

Dear Mr. Chaney:

Re: Contract H-422-1-420
Maryland Route 155
Havre de Grace - Level

Thank you for your letter of January 13, 1961, concerning the County-State agreement on Route 155. I do have a copy of the agreement and was aware as to how it read and will be perfectly happy to consider that agreement to include those sections of connecting roads between the old and new Route 155. I had interpeted the agreement which read in part, "shall take those sections of the existing Maryland Route 155 ------", to mean only those sections of the old Route 155 and not the connecting links between the old and the new. These connecting links are all on State Roads Commission rights of way and I thought some other reference should be made to them.

I understand that the State Roads Commission is preparing the necessary legal documents to transfer the rights of way for the old sections of Route 155 to the County, and I imagine that some reference will be made to the connecting links at that time.

Very truly yours,

John B. Schnell
Highways Engineer

CC: Mr. Geo. E. Lewis, Jr.

January 16, 1961

Mr. E.C. Shanney
District Engineer
Post Office Building
Hagerstown, Maryland

Dear Mr. Shanney:

Re: Contract H-427-1-420
Maryland Route 155
Havre de Grace - Level

Thank you for your letter of January 13, 1961, concerning the County-State agreement on Route 155. I do have a copy of the agreement and was aware as to how it read and will be perfectly happy to consider that agreement to include those sections of connecting roads between the old and new Route 155. I had interpreted the agreement which read in part, "shall take those sections of the existing Maryland Route 155 -------", to mean only those sections of the old Route 155 and not the connecting links between the old and the new. Those connecting links are all on State Roads Commission rights of way and I thought some other reference should be made to them.

I understand that the State Roads Commission is preparing the necessary legal documents to transfer the rights of way for the old sections of Route 155 to the County, and I imagine that some reference will be made to the connecting links at that time.

Very truly yours,

John E. Schmeil
Highways Engineer

cc: Mr. Geo. E. Lewis, Jr.

Mr. Carroll
See me
1/20/61

January 19, 1961

Contract H-422-1-420
Maryland Route 155
Havre de Grace - Level

Mr. George N. Lewis, Jr.
Chief - Traffic Bureau
State Roads Commission
Box 717
Baltimore 3, Maryland

Dear Mr. Lewis:

You received a copy of a letter sent to me by Mr. John B. Schnell, Highways Engineer of Harford County, dated January 16, 1961, in response to my letter of January 13, 1961, with reference to the County-State agreement on Route 155.

As you know, there are very few right-of-way plats available. The only ones would be where we obtained additional right-of-way to make connections between theold road and the new road.

I presume that you will be able to follow through on this matter, however, if you need any additional information, kindly advise.

Very truly yours,

E. C. Chaney
District Engineer

ECC:ke

cc: Mr. J. B. Schnell

Mr Cowell

January 13, 1961

Contract H-422-1-420
Maryland Route 155
Havre de Grace - Level

Mr. John B. Schnell
Highways Engineer
Harford County Highways Department
Bel Air, Maryland

Dear Mr. Schnell:

Regarding your letter of November 29, 1960, in response to my letter of November 22, 1960, with reference to the old sections of Route 155 remaining as a result of the construction of the new road, I would like to refer you to the Minutes of the Commission, dated Friday, September 4, 1959, covering the agreement between the Harford County Commissioners and the State Roads Commission, copies of which were sent to the Harford County Commissioners. The minutes outline the portions of the old road to be taken over by Harford County after construction as follows, under item 4:

> "Upon completion of the projects contemplated by this agreement, the "County" shall take those sections of existing Maryland Route155 from (1) the planned connection between the existing road and the relocation west of proposed Northeastern Expressway to intersection of Maryland Route 155 and Maryland Route 462; from (2) opposite Station 228+ to opposite Station 245+; from (3) approximately Station 249+ to Station 291+, being from intersection of Maryland Route 155 and Maryland Route 161 to approximate intersection of Maryland Route 155 and Hopewell Road; from (4) opposite Station 299+ to opposite Station 318+".

These sections of the old road, in order respectively, are 2 miles, 0.33 miles, 0.80 miles, 0.37 miles, or a total of 3.50 miles transferred to Harford County. I probably should have mentioned this in my letter to you of November 22nd but I felt sure you had copies of this agreement and were familiar with the areas. It is my understanding that you are already maintaining these sections of the road and I have written Mr. George Lewis, Jr., of our Traffic Division, to set this mileage up into the County system for your allotment.

Very truly yours,

E. C. Chaney
District Engineer

ECC:ms

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

HARFORD COUNTY

MD 155

State Roads Commission
TRAFFIC DIVISION

SEP 11 1959

Geo. N. Lewis, Jr.
Director

Mr Cassell

SEC. FILE 33015

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, SEPTEMBER 4, 1959

* * *

On recommendation of Chief Engineer Pritchett in letter dated September 1, 1959, Chairman and Director Funk executed agreement in quintuplicate dated September 4, 1959, between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission", and the County Commissioners of Harford County, therein called the "County", relative to construction of a highway to replace existing Maryland Route 155 extending from the new U. S. Route 40 in Havre de Grace to Maryland Route 22 in Churchville, a distance of 8.38 miles, and the transfer to the County of five sections of existing Maryland 155 which are not included in the location of the improvement, wherein the parties thereto covenant, promise and agree to and with each other as follows:

1. The "Commission" shall build and construct the entire project in accordance with the January 1957, or later, State Roads Commission "Specifications for Materials, Highways, Bridges and Incidental Structures."

2. The "Commission" shall provide the preliminary surveys, drafting and design, estimating, supervision and inspection for the entire project.

3. The "Commission" shall acquire all rights-of-way necessary to conform with the standards for this highway at the expense of the "Commission".

4. Upon completion of the projects contemplated by this agreement, the "County" shall take those sections of existing Maryland Route 155 from (1) the planned connection between the existing road and the relocation west of proposed Northeastern Expressway to intersection of Maryland Route 155 and Maryland Route 462; from (2) opposite Station 228+ to opposite Station 245+; from (3) approximately Station 249+ to Station 291+, being from intersection of Maryland Route 155 and Maryland Route 161 to approximate intersection of Maryland Route 155 and Hopewell Road; from (4) opposite Station 299+ to opposite Station 318+, and from (5) approximately Station 420+ to intersection of Maryland Route 155 and Maryland Route 22, or such sections of existing Maryland Route 155 at such time as they are replaced by the comparable new construction of Maryland Route 155, including rights-of-way, bridges, culverts, and/or any other existing highway appurtenances into the County Highway System, and from that day forward shall repair and maintain same at the expense of the "County".

CS 12-15 & CS 12-16

358 Pages

H 422-1-420 COMPLETED 11-14-60

4.5 to Level Level to Churchville to be constructed

291+00
249
4200' = .79

245
228
1700' = .32

318
299
1900' = .35

5. The "Commission" shall maintain the existing Maryland Route 155 as a normal maintenance project until such time as the "County" takes over the existing route as provided in this agreement.

6. The over-all cost of the new highway, including cost of construction, surveys, drafting and design, estimating, inspection and all other engineering expenses shall be the responsibility of the "Commission."

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

Mr Cassell
for me
1/20/61

State Roads Commission
TRAFFIC DIVISION
JAN 20 1961
Geo. N. Lewis, Jr.
Director

STATE OF MARYLAND
STATE ROADS COMMISSION
300 WEST PRESTON STREET
BALTIMORE 1, MD.
(MAILING ADDRESS-P. O. BOX 717, BALTIMORE 3, MD.)

E. C. CHANEY
DISTRICT ENGINEER

OFFICE OF DISTRICT ENGINEER
POST OFFICE BUILDING
REISTERSTOWN, MD.

January 19, 1961

Contract H-422-1-420
Maryland Route 155
Havre de Grace - Level

Mr. George N. Lewis, Jr.
Chief - Traffic Bureau
State Roads Commission
Box 717
Baltimore 3, Maryland

Dear Mr. Lewis:

You received a copy of a letter sent to me by Mr. John B. Schnell, Highways Engineer of Harford County, dated January 16, 1961, in response to my letter of January 13, 1961, with reference to the County-State agreement on Route 155.

As you know, there are very few right-of-way plats available. The only ones would be where we obtained additional right-of-way to make connections between theold road and the new road.

I presume that you will be able to follow through on this matter, however, if you need any additional information, kindly advise.

Very truly yours,

E C Chaney

E. C. Chaney
District Engineer

ECC:ke

cc: Mr. J. B. Schnell

Discuss R/W

SEC. FILE 33015 (11-14-60) CONTRACT H-422-1-420 CONTRACT H-

This agreement was signed by the President and 2 members of the board Sept. 4, 1959

Harford Co.

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, SEPTEMBER 4, 1959

* * *

On recommendation of Chief Engineer Pritchett in letter dated September 1, 1959, Chairman and Director Funk executed agreement in quintuplicate dated September 4, 1959, between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission", and the County Commissioners of Harford County, therein called the "County", relative to construction of a highway to replace existing Maryland Route 155 extending from the new U. S. Route 40 in Havre de Grace to Maryland Route 22 in Churchville, a distance of 8.38 miles, and the transfer to the County of five sections of existing Maryland 155 which are not included in the location of the improvement, wherein the parties thereto covenant, promise and agree to and with each other as follows:

1. The "Commission" shall build and construct the entire project in accordance with the January 1957, or later, State Roads Commission "Specifications for Materials, Highways, Bridges and Incidental Structures."

2. The "Commission" shall provide the preliminary surveys, drafting and design, estimating, supervision and inspection for the entire project.

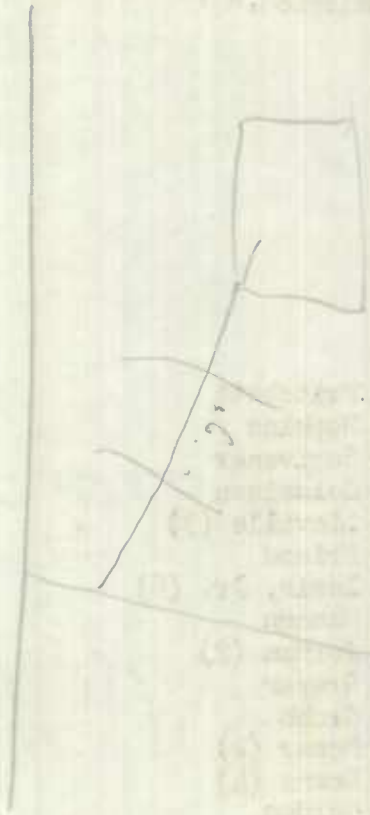
3. The "Commission" shall acquire all rights-of-way necessary to conform with the standards for this highway at the expense of the "Commission".

4. Upon completion of the projects contemplated by this agreement, the "County" shall take those sections of existing Maryland Route 155 from (1) the planned connection between the existing road and the relocation west of proposed Northeastern Expressway to intersection of Maryland Route 155 and Maryland Route 462; from (2) opposite Station 228+ to opposite Station 245+; from (3) approximately Station 249+ to Station 291+, being from intersection of Maryland Route 155 and Maryland Route 161 to approximate intersection of Maryland Route 155 and Hopewell Road; from (4) opposite Station 299+ to opposite Station 318+, and from (5) approximately Station 420+ to intersection of Maryland Route 155 and Maryland Route 22, or such sections of existing Maryland Route 155 at such time as they are replaced by the comparable new construction of Maryland Route 155, including rights-of-way, bridges, culverts, and/or any other existing highway appurtenances into the County Highway System, and from that day forward shall repair and maintain same at the expense of the "County".

5. The "Commission" shall maintain the existing Maryland Route 155 as a normal maintenance project until such time as the "County" takes over the existing route as provided in this agreement.

6. The over-all cost of the new highway, including cost of construction, surveys, drafting and design, estimating, inspection and all other engineering expenses shall be the responsibility of the "Commission."

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



Mr Cassell

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. F. P. Scrivener
Mr. G. B. Chaires
Mr. C. A. Goldeisen
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. S. Linville (3)
Mr. C. L. Wannen
Mr. A. L. Grubb
Mr. E. C. Chaney (2)
Mr. E. D. Reilly
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. L. A. Jordan (2)
Mr. M. D. Philpot (2)
Mr. F. V. Dreyer
Mr. A. S. Gordon
Records & Research Section, R/W Div.
Harford County Commissioners
Secretary's File
SRC-Harford County
Contract H-384-4-420

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
SATURDAY, OCTOBER 24, 1959
* * *

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

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 of Maryland, for maintenance purposes, and

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

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

Former Route No.	From	To	Length	SRC Plat No.
Md. 165 (Old)	East of Centerline Station 130 + 10	East of Centerline Station 137 + 80	770 feet (0.18 mile)	Part of unnumbered Plat on Contract H-61 (Only R/W Plat along Old Road in this area)
	(As shown on Construction Plans for Contract H-384-4-420)			

ATTEST:

(Sgd) C. R. Pease
Secretary

STATE ROADS COMMISSION OF MARYLAND

By (Sgd) John B. Funk
Chairman and Director of Highways

ADDITIONAL PART OF MD 165
SEE SRC MINUTES 12-11-58

Copy: Mr. H. Gallagher
Mr. C. Dodds
Mr. D. Sarkarer
Mr. [illegible] Collins
Mr. C. A. Dalkiewicz
Mr. L. E. Lopez (2)
Mr. D. [illegible] Davis, Jr. (8)
Mr. C. T. Linville (2)
Mr. C. L. Jensen
Mr. [illegible] L. Crush
Mr. V. C. Chaney (2)

Mr. [illegible] D. Jolly
Mr. [illegible] D. Dennis (4)
Mr. [illegible] A. Trimm
Mr. [illegible] A. Jordan (2)
Mr. [illegible] Pulliam (2)
Mr. [illegible] Y. Rogers
Mr. A. [illegible] Gordon
Records & Taxation Section, 2/7 Div.
Harford County Commissioners
Secretary's File
HD-Harford County
Contract H-329-4-420

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
SATURDAY, OCTOBER 26, 1959

* * *

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

RESOLVED, under authority contained in Section 72 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 body of one of the several counties of Maryland, for maintenance purposes, and

WHEREAS, it has been agreed that the following described road shall therefore be under the jurisdiction of the designated county for maintenance purposes, subject to the continuance in effect of the contracts of record which have been established by the State Roads Commission for the operation of the ferries, public and which may be upon and/or designated on the State Roads Commission's list hereinafter mentioned; now, therefore

BE IT RESOLVED by the State Roads Commission of Maryland that the following described sections of State highway, located in Harford County, Maryland, be, and it is, hereby transferred to the Governing Body of Harford County for maintenance purposes, subject to the contracts in effect of the operation relating to ferries, as designated on the following list.

Route Code No.	From	To	Length	Sec. Ref.
MD. 165 (Cont.)	Part of Contrelline Section 140 + 10	Part of Centerline Section 147 + 80	0.10 Mile	Part on Contract H-329-4-420
(Ferry Contract H-329-4-420)			Only 0.7 Mile Along the Road in this area.	

ATTEST:

STATE ROADS COMMISSION OF MARYLAND

(SD) C. E. Jones
Secretary

By (SD) John D. Dunk
Chairman and Director of Highways

Approved

10/21/59 (Sgd) Norman M. Pritchett
Date Chief Engineer

Approved as to form and legal sufficiency

Oct. 21, 1959 (Sgd) C. C. Seymour
Special Attorney

- -

At the regular meeting of the Governing Body of Harford County, Maryland, held at its office on November 3, 1959, upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, the State Roads Commission, at its meeting held on October 24, 1959, did formally transfer to this County, for maintenance purposes, and subject to the continuance in effect of the controls of access shown and/or designated on the hereinbefore mentioned plat, the State road described in the foregoing section of their resolution, bearing the said date, and the Governing Body is willing to accept the aforesaid road into the County Road System, for maintenance purposes; now, therefore,

BE IT RESOLVED by the Governing Body of Harford County, Maryland, that the foregoing road, transferred by the State Roads Commission on October 24, 1959, be, and it is, hereby accepted into the County Road System of this County.

ATTEST:

(Sgd) William O. Whiteford
Chief Clerk to the Board of County Commissioners

COUNTY COMMISSIONERS OF HARFORD COUNTY, MARYLAND

By (Sgd) D. Paul McNabb
President

JOHN B. SCHNELL
HIGHWAYS ENGINEER

HARFORD COUNTY
HIGHWAYS DEPARTMENT
BEL AIR, MD.

State Roads Commission
TRAFFIC DIVISION
PHONE BEL AIR 0504
SEP 24
Geo. N. Lewis, Jr.
Director

Sept. 23, 1959

Mr. Geo. N. Lewis, Director
of Traffic Division
State Roads Commission,
300 West Preston St.,
Baltimore, Maryland.

Dear Mr. Lewis:

The County Commissioners approved at their meeting of Sept. 22 taking into the County Road System an additional section of Route 165 which was not included in any of our previous agreements. This is the section north of Ady Road starting at a proposed barricade opposite Station #130 and 10 and proceeding north to a point north of the railroad abuttments at a proposed barricade opposite Station #137 + 80.

This eliminates the necessity of erecting the barricades, removing the pavement or pipes.

Very truly yours,

John B. Schnell

John B. Schnell
Highways Engineer

JBS:ap

cc: County Commissioners of Harford County
Mr. Enoch Chaney
Mr. C.A. Goldisen

SEE SRC MINUTES 12-11-1958

HARFORD COUNTY

Mr Cassell

PROPOSED ROAD EXCHANGE

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JANUARY 15, 1959

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

On recommendation of Chief Engineer Pritchett in letter of January 15, 1959, the Commission gave tentative approval to a form of agreement between the State Roads Commission and Harford County, involving an exchange of five sections of Md. 155, with the understanding that it will be presented to the Commission for formal execution following execution by Harford County.

COPY-Mr.N. M. Pritchett
Mr. G. N. Lewis, Jr.,
Mr. E. C. Chaney
Secretary's File
SRC-Harford County

HARFORD COUNTY
400

Forward

State Roads Commission
TRAFFIC DIVISION
JUN 2 1959
Geo. N. Lewis, Jr.
Director

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, MAY 28, 1959
* * *

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

On recommendation of Chief Engineer Pritchett, as set forth in his letter of May 22, 1959, the following final estimate was approved for payment and this bridge turned over to the County for maintenance:

Final estimate of $5,933.91 for completion of construction of a single span steel beam bridge on relocation of Pleasantville Road over Winters Run, our Contract H-423-1-417; FAP#S-467(2), The John D. Sheetz Construction Co., Inc., contractor. The contract for this work was awarded on April 17, 1958 and was completed on March 12, 1959. The total amount of this contract is $123,724.69.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. G. B. Chaires
Mr. C. A. Goldeisen
Mr. E. C. Chaney (2)
Mr. W. A. Jordan
Mr. A. L. Grubb (2)
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. H. G. Downs
Mr. G. N. Lewis, Jr.
Mr. J. Cincibus
Harford County Commissioners
Contract H-423-1-417; FAP#S-467(2)
SRC-Harford County

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

Mr Cassell

In letter dated February 23, 1960, Chief Engineer Pritchett refers to resolution adopted by the State Roads Commission at its meeting December 18, 1958, wherein sections of State Roads located within the corporate limits of Havre de Grace were to be transferred to the City for maintenance purposes under the conditions set forth therein. Following adoption of said resolution, it was forwarded to Chief Engineer Pritchett for transmittal to the Mayor and City Council of Havre de Grace so that the City might adopt a resolution accepting said transfer of roads as outlined in the Commission's resolution.

In said letter Mr. Pritchett states in part as follows: "We have been advised by Mr. C. R. Pease, Secretary to the Commission, that this agreement has not been finalized and is still open in the records of the Commission. A further review of the matter with the District Engineer, Mr. Chaney, indicates the Mayor and City Council of Havre de Grace do not plan to follow through on this matter. We are, therefore, recommending that the Commission rescind its action of December 18, 1958, in order that the Commission's records may be complete and correct."

In accordance with above recommendation, said resolution adopted by the State Roads Commission at its meeting December 18, 1958 is hereby rescinded.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. E. C. Chaney (2)
Mr. F. P. Scrivener
Mr. C. A. Goldeisen
Mr. C. S. Linville (3)
Mr. W. A. Friend
Mr. C. L. Wannen
Mr. W. A. Jordan (2)
Mr. F. V. Dreyer
Mr. G. N. Lewis, Jr. (8)
Mr. E. D. Reilly
Mr. J. E. Gerick
Mr. A. L. Grubb
Mr. L. C. Moser (2)
Mr. C. W. Clawson (4)
Mr. H. G. Downs (4)
City of Havre de Grace (3)
Mr. A. S. Gordon
Mr. R. E. Jones
Mr. M. D. Philpot (2)
Records & Research Section-R/W Div.
SRC-Harford County (12/18/58)
SRC-Harford County (2/29/60)

S.R.C. Reso. 12/18/58 (RESCINDED 2/29/60) 12/18/58 7/6/59

Mr Lewis
Mr Cassell

I have discussed with Mr. Brodsky the matter of our transfer of certain sections of state highways within Havre de Grace to the municipality for fund distribution purposes

Mr Brodsky advises that distribution ledger forms have been completed and a change at this time would result in considerable volume of work. He suggests that perhaps the City of Havre de Grace would agree to the transfer effective July 1, 1959 if we pointed out to the authorities that the additional mileage would increase their annual allocation by $1893.00

The above figure is derived as follows

1958-59 Allocation based upon 27.25 Miles
$22,200.59

1959-60 Allocation based upon 29.94 Miles
24,093.97

New Jersey Street & Harford Co Street

TE. 3-3000

July 7, 1959

(RESCINDED 2/29/60)

Hon. Walter McLhinney, Mayor
City of Havre de Grace
Havre de Grace, Maryland

Dear Mayor McLhinney: Road Transfer

Reference is made to Excerpt from Minutes of Meeting of the State Roads Commission, Thursday, December 18, 1958, several copies of which were forwarded to the City of Havre de Grace, the subject of which was the transfer of several streets in Havre de Grace from the State system to the municipal system of Havre de Grace.

The proposed agreement for the transfer of five sections of streets totaling 2.81 miles is clearly set forth in the Excerpt of the Commission Meeting.

If the City of Havre de Grace would execute the agreement promptly, the mileage can be added to the inventory for payment beginning July 1, 1959 at the approximate rate of $1,893.00 per year.

We would appreciate a prompt decision as August 1, 1959 is the deadline for adjustments in payments to the City of Havre de Grace.

Very truly yours,

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

h

cc: Mr. E. C. Chaney
Mr. G. W. Cassell

May 7, 1959

Mr. Walter Lehmann, Jr.
City of Dorre de Grace
Dorre de Grace, Maryland

Dear Sir:

Enclosed

Enclosed herewith are three copies of the Bond Ordinance in the form in which it was finally passed by the City Council of Dorre de Grace, Maryland, on May 4, 1959.

Very truly yours,

Geo. T. Lewis, Jr.
Attorney-Elect

Enc.

cc: Mr. E. G. Gheen
Mr. C. W. Harrell

HARFORD COUNTY

SRC Dec. 18, 1958
Resolution - Roads Exchange
City of Havre de Grace

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. E. C. Chaney (2)
Mr. F. P. Scrivener
Mr. C. A. Goldeisen
Mr. C. S. Linville (3)
Mr. W. A. Friend
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. A. F. DiDomenico (2)
Mr. F. V. Dreyer
Mr. A. L. Grubb
Mr. L. C. Moser (2)
Mr. C. W. Clawson (4)
City of Havre de Grace (3)
Mr. A. S. Gordon
Mr. R. E. Jones
Mr. H. G. Downs (2)
Records & Research Section-R/W Div.
Secretary's File
SRC-Harford County

Not signed by the Town officials

RESCINDED 2/29/60

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, DECEMBER 18, 1958
* * * RESCINDED 2/29/60

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

On recommendation of Chief Engineer Pritchett in letter of December 17, 1958, and upon motion duly made and seconded, the following resolution was adopted:

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

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland to change the status of certain streets in the City of Havre de Grace from State roads to municipal streets, and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the following described sections of State roads located within the corporate limits of the City of Havre de Grace, Maryland, be and they are hereby transferred to the City of Havre de Grace and shall have the status of municipally maintained streets upon the fulfillment of the conditions hereinafter outlined.

✓ Md. Route 7 (Otsego Street) from U.S. 40 to Union Ave. 0.55 - 0.55 Mile C.S. 12-22

✓ Md. Route 7 (Union Avenue) from Otsego Street to Revolution Street 0.66 - 0.66 " C.S. 12-22

✓ Md. Route 7 (Revolution Street) from Union Avenue to West Corporate Limits 0.93 - 0.99 " C.S. 12-22

✓ Md. Route 490 (Union Avenue) from Revolution Street to Commerce Street 0.32 - 0.32 " C.S. 12-22

✓ Md. Route 763 (Superior Street) from Ohio Street to Junita Street 0.29 - 0.29 " C.S. 12-22

CONTROL SECTIONS CORRECTED 1-15-59

TOTAL: - 2.81 Miles

NOTE: Md. Route 763 (Superior Street) from Ohio Street to Junita Street, a distance of 0.29 mile, is to be improved by the State Roads Commission by widening to a minimum width of twenty-four feet (24') and if possible to a width of thirty feet (30') within the existing rights of way. The full width of the road, including widening, will be resurfaced with asphaltic concrete. The quantity and quality of materials to be used shall conform to State Roads standards.

Not signed by the town officials

RESCINDED 2/29/60

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

1. The effective date of transfer of the State roads to the City of Havre de Grace, for municipal maintenance, to be upon the complete approval of this agreement, with the exception of Md. Route 763 (Superior Street). Upon the completion of the improvement along Superior Street, as heretofore outlined, the City of Havre de Grace will accept this section for municipal maintenance.

2. The additional mileage will be included in the inventory as of December 1, 1958.

3. The allocation of funds will include the additional City street mileage in the allocation to the City of Havre de Grace beginning July 1, 1959.

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

STATE ROADS COMMISSION

by (sgd) Robert O. Bonnell
Chairman

Approved

12/17/58 (sgd) Norman M. Pritchett
Chief Engineer

ATTEST:

(sgd) C. R. Pease
Secretary

Approved as to form and legal sufficiency

Dec. 17, 1958 (sgd) F. A. Puderbaugh
Special Attorney

At the regular meeting of the Governing Body of the City of Havre de Grace, Maryland, held at its office on _____, upon motion duly made and seconded, the following resolution was adopted:

WHEREAS, the State Roads Commission of Maryland, at its regular meeting held on December 18, 1958, did formally transfer to this City, for municipal maintenance, the State roads described in the foregoing section of their resolution, bearing said date, and the Governing Body is willing to accept the aforesaid roads, under the conditions aforementioned, into the municipal system of streets, for maintenance purposes,

RESCINDED 2/29/60

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Havre de Grace, Maryland, that the foregoing roads, transferred by the State Roads Commission of Maryland to this City by the virtue of the resolution adopted by the State Roads Commission December 18, 1958, be, and the transfer of roads, as heretofore outlined is accepted by the City of Havre de Grace.

MAYOR OF CITY OF HAVRE DE GRACE

ATTEST:

by _____
Approved

_____
City Clerk

_____
Councilman

_____
Councilman

_____
Approved - City Attorney

_____
Councilman

_____
Councilman

_____
Councilman

_____
Councilman

HARFORD COUNTY

Md165

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, DECEMBER 11, 1958
***

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

On recommendation by Chief Engineer Pritchett in letter dated December 9, 1958, the Commission executed agreement in triplicate dated December 11, 1958, between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "The State," and the County Commissioners of Harford County, acting for and on behalf of Harford County, therein called "The County," relative to construction of a highway to replace existing Md. 165, extending from the approximate intersection of Md. 624 and Md. 165 to the Pennsylvania line in the vicinity of Cardiff, a distance of approximately three and one-half ($3\frac{1}{2}$) miles, wherein the parties thereto covenant, promise, and agree to and with each other as follows:

"1. The State shall build and construct the entire project in accordance with the January 1957, or later State Roads Commission 'Specifications for Materials, Highways, Bridges and Incidental Structures.'

2. The State shall provide the preliminary surveys, drafting and design, estimating, supervision and inspection for the entire project.

3. The State shall acquire all rights of way necessary to conform with the standards for this highway at the expense of the State.

4. Upon completion of the projects contemplated by this agreement, the County shall take the present Maryland Route 165 from the intersection with Maryland 624 to the Pennsylvania State line or such sections of existing Maryland Route 165 as are comparable to construction of the new road between existing radial routes, including rights of way, bridges, culverts, and/or any other existing highway appurtenances into the county system, and from that day forward shall repair and maintain same at the expense of the County.

5. The State shall maintain the existing Maryland Route 165 as a normal maintenance project until such time as the County takes over the existing route in consummation of this agreement.

6. The overall cost of this new highway, including cost of construction, surveys, drafting and design, estimating, inspection and all other engineering expenses shall be the responsibility of the State."

The said agreement had previously been executed by the County and approved as to form and legal sufficiency by Special Attorney F. A. Fuderbaugh.

HARFORD COUNTY

Md 165

SRC Doc. 11, 1958
Agreement County Commissioners Harford Co.
Md. 165

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

Harford County Mr. Cassell

Final Payment for Bridge

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, NOVEMBER 13, 1957
****

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

On recommendation of Chief Engineer Pritchett as set forth in his letter of November 8, 1957, to the State Roads Commission, the following final estimate was approved for payment, this bridge to remain in the County System for maintenance by Harford County.

Final estimate of $12,265.49 for completion of two span prestressed concrete beam bridge on Relocated Hooker's Hill Road over Hynum Road, our Contract H-421-417; FAP #S-649(2), the John D. Sheets Construction Co., contractor. The contract for this work was awarded January 3, 1957 and was completed August 5, 1957. The total amount of this contract is $82,053.34.

Copy: Messrs Pritchett, Hopkins, Goldeisen, Chaney, DiDomenico, Scrivener, Wannen, Grubb, Lewis, Robins.
Co. Commrs. of Harford Co.
SRC- Harford Co.
Contract H-424-417; FAP #8-649 (2)

Mr. Hicks

Harford County
Road Exchange

State Roads Commission
TRAFFIC DIVISION
JUL 29 1957
Geo. N. Lewis, Jr.
Director

July 26, 1957

Mr. George A. Grier
Executive Assistant Engineer
Harford County Highways Department
Bel Air, Maryland

Dear Mr. Grier:

I have been advised by Mr. P. B. Shipley that you requested me to notify you when Contract H-387-1-420 had been accepted by the Commission so the County Commissioners can officially take over the Emmorton cut-off and the State Roads Commission remove same from their list of roads.

Please be advised that we accepted this job in it's entirety on June 20, 1957 with the exception of a very small quantity of sodding, therefore, the County records should show that they have taken possession of this road as of July 1, 1957.

I am sending a copy of this letter to all persons involved in the State Roads organization so that this transaction may become official and recorded.

As you know, the County Commissioners of Harford County, in a letter dated August 7, 1954, to Mr. Norman Pritchett, Chief Engineer, agreed to accept this portion of the old road through Emmorton which is 0.83 miles in length.

Very truly yours,

E. C. Chaney
District Engineer

ECC:kw

cc: Mr. N. M. Pritchett
Mr. W. L. Wannen
Mr. G. N. Lewis, Jr.
Mr. C. R. Pease
Mr. P. A. Morison
Mr. P. B. Shipley

CO 470

HARFORD

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

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

As recommended by Chief Engineer Pritchett in letter dated December 17, 1956, the Commission authorized relocation of Md. Route 23 between US Route 1 and Madonna in Harford County, on condition that the County Commissioners of Harford County take into their county system of highways the comparable sections of the existing Md.Route 23. In his letter Mr. Pritchett states that "The Harford County Planning and Zoning Commission, which was established by legislative action, and has just completed and officially adopted its first overall highway planning program for the county," and that "One of their principal projects which has been under discussion for a long period of time is the status of an entirely new alignment for Rt. 23 between US 1 and Madonna. The existing highway is extremely crooked and any worthwhile improvement would entail numerous relocations and extremely high property damages. On the other hand an open route entirely on relocation is available which would far better serve the traffic of the area and would fit in with the planning commission's overall development plan." Mr. Pritchett's letter also states that "The county commissioners have indicated by letter that they are willing to accept existing Route 23 into the county system of highways upon the completion of the suggested relocation."

Copies: Mr. Pritchett,
Hopkins
Morison
Goldeisen
Chaney
Scrivener
Wannen
DiDomenico
Clawson
Lewis
Co.Commrs. Harford Co.
SRC. Harford Co.

Harford Co
Mr. Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 27, 1956

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

On recommendation of Chief Engineer Norman M. Pritchett, as set forth in his letter of June 26, 1926, to the State Roads Commission, the following final estimate was approved for payment, this bridge to remain in the County System for maintenance by Harford County.

Final estimate of $12,613.86 for completion of construction of 3-span continuous steel WF beam bridge over Deer Creek on Grier Nursery Road, about 2.3 miles north from Md. Route 24, our Contract H-392-417 FAP#S-327(1), Edward A. Daylor Co., Inc., contractor. The contract for this work was awarded on December 21, 1954 and was completed on February 27, 1956. The total amount of this contract is $91,742.40.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisen, Chaney, DiDomenico, Scrivener, Wannen, Grubb, Lewis, Robins
Co. Commrs. of Harford Co.
SRC-Harford Co.
Contract H-392-417 FAP#S-327(1)

Harford

HARFORD COUNTY

At the regular meeting of the State Roads Commission of Maryland held at the office of the said Commission on the 23rd day of November, 1955, the following resolution was duly moved, seconded and adopted:

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

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

Map No.	Route No.	WAS Co.	From	To	Miles
Co. 58	20 ✓Md. ~~517~~ 136 Extended	58	Md. 24 @ Five Forks	Intersection Md. 624 & 136	2.15
Co. 251-252	21 ✓Md. 623 Extended	261 255	Southeasterly along Castleton Rd.	U.S. 1 near Darlington	~~3.20~~ 2.97
257	22 ✓Md. 440 Extended	259	Md. 136 @ Dublin	U.S. 1 @ Gallions Cor.	1.80
				Total	7.15

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

Map No.	Route No.	NOW Co.	From	To	Miles	
new no.	1 ✓Md. 142	432	Md. 23 @ Shawsville	Baltimore Co. Line	0.63	12-36 S
new no.	6 ✓Md. 160 431	431	Md. 161 @ Darlington	U. S. 1	2.30 2.27	12-47 S
new no.	7 ✓Md. 590	433	W. of Kalmia (US 1)	E. of McCann's Cor. (US 1)	~~3.44~~ ~~3.42~~	
Sgt. Co. 218	8 ✓Md. 154	218	Md. 22 @ Fulford	Cool Spring Road	2.87	12-43 S
new no.	10 ✓Md. 157	434	Md. 462	W. Limits Havre de Grace	3.26 ~~3.25~~	12-45 S
Sgt. Co. 320	15 ✓Md. 635	320	Md. 22 Along Oakington Rd.		0.92 ~~0.91~~	12-64 S
new no.	17 ✓Md. 7	430	Stepney	Aberdeen	1.55 1.35	25 PROTT-21
new no.	19 ✓Md. 158	159	B & O RR @ U.S. 40	Md. 543 (Cresswell Rd.)	1.73 1.65	12-68
				Total	16.35	

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

1. The effective date for such transfer of roads be July 1, 1956.

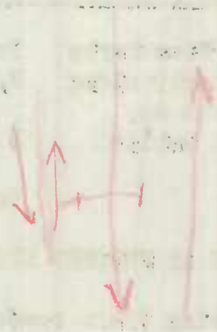
2. ~~The basis for allocation of funds~~ to Harford County will include this additional County road mileage in the allocation to Harford County beginning July 1, 1956.

ADOPTED THIS 23rd DAY OF NOVEMBER, 1955

STATE ROADS COMMISSION OF MARYLAND

By_____
Russell H. McCain, Chairman

_____
cretary



cc State Roads Commission
Mr. N. M. Pritchett
Mr. J. D. Buscher
Mr. C. L. Wannen
Mr. E. C. Chaney
Mr. N. A. Friend

July 20, 1955

Exchange of Roads - Harford County

Mr. George A. Grier
Executive Assistant Engineer
Harford County Highways Department
Bel Air, Maryland

Dear Mr. Grier:

On Thursday morning, June 30, I conferred with you by telephone to determine if it would be agreeable to the County Commissioners of Harford County to have the road exchange between the State Highway System and the County Road System of Harford County, as agreed upon, to become effective with the fiscal year beginning July 1, 1955. By letter dated July 1 you advised that this was entirely agreeable to the County Commissioners of Harford County.

Upon further review of Sub-division "C" of Section 22 of Article 89B of the Annotated Code of Maryland, the Legal Department has advised the State Roads Commission that under the terms of this Act the increased mileage due to the exchange of roads cannot be applied to determine the allocation of funds to the counties involved until the fiscal year beginning July 1, 1956.

Under the terms of this Act, the County Commissioners of the respective counties shall prior to December 1, preceding the next fiscal year, report to the Commission the mileage added to the County Road System within each county or municipality during the 12 months period ending on the preceding December 1. It is on the basis of this mileage, certified to by all counties and municipalities, that the allocation of funds is predicated upon.

It is desirable that the resolution be passed by the County Commissioners of Harford County and submitted to the Commission and approved by the Commission promptly, with the understanding that the maintenance of the State highways transferred to the County Road System, under these agreements, shall be the responsibility of the State Roads Commission until July 1, 1956, and the maintenance of the county roads involved in the transfer shall be the responsibility of the County Commissioners of Harford County until the same date.

We wish to express our appreciation for the splendid cooperation which you and the County Commissioners of Harford County have given us in connection with this transfer of roads.

Yours very truly,

Advisory Engineer

MVC/hs

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JUNE 9, 1955
*****

Present: Mr. Russell H. McCain, Chairman and Mr. Bramwell Kelly.

On recommendation of Chief Engineer Norman M. Pritchett, as set forth in his letter of June 7, 1955, to the State Roads Commission, the following final estimate was approved for payment, this bridge to remain in the County System for maintenance by Harford County.

Final estimate of $7,791.18 for completion of construction of a steel beam bridge over Deer Creek on the St. Clair Bridge Road, our Contract #H-382-417 FAP#S-521 (1), Redding & Company, Inc., contractor. The contract for this work was awarded on March 16, 1954 and was completed On January 19, 1955. The total amount of this contract is $56,033.49.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisen, Chaney, DiDomenico, Scrivener, Wannen, Grubb, Lewis, Robins.
Co. Commrs. of Harford Co.
Cont. H-382-417 FAP#S-521 (1)
SRC-Harford County

The Cause

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, JULY 2, 1954

****

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

In a letter to the Commission, dated May 5, 1954, Assistant to Chief Engineer Austin F. Shure refers to substantial overruns in the total construction costs on Contracts H-319-1-417) (Hickory-Fountain Green Road) and H-257-1-450 (Flintville-Castleton Road), and the fact that, because of excessive overhead costs involving inspection, engineering, etc., arising from an overrun in the time of completion on the part of the contractor, Thomas A. Reilly Company, "the anticipated deficit of the County Construction Fund, after pipe repairs are made on the Flintville-Castleton Road, and after all outstanding construction items against the County have been satisfied on these two projects and a number of others, will amount to $29,673.18, and, even though the apparent overrun in overhead costs amounts to $14,185.58, the County requests that consideration be given them in the amount of $9,673.18, which will make the outstanding deficit $20,000.00".

Following consideration of all factors, the Commission authorized the transfer of $9,673.18 from the Harford County Construction Fund account to appropriate accounts of the State Roads Commission.

Copy: Messrs McCain, Hopkins, Goldeisen, Chaney, DiDomenico, Clawson, Moser, Bowers, Pritchett, Morison, Shure, Scrivener, Lewis, Grubb, Wannen; Mrs. G. S. Rice
Co. Commrs. of Harford Co.
SRC-Harford County

Mr Cassell
Do we have the control sections set up for these new state roads and dropped for those going in the county system? Thus
Jas 6/22/53 yes

June 18, 1953

Mr. George N. Lewis
Director
Traffic Division
State Roads Commission
Baltimore, Md.

Dear Mr. Lewis:

We recently traded certain roads in Harford County, turning over to the Harford County authorities certain sections of State roads and we, in turn, took over three sections of County roads that are extensions of our State routes. The one section of County road which will be an extension of Route #543, will be set up under your new code number as 12-58A, runs from Route #136 to Route #7. On this section of road there is a small development known as Harford Furnace and is at the present time posted for 30 m.p.h. by the County authorities. Will you please have Mr. Mintiens check this area and see if we should establish this as a 30 mile zone now that the road has become a part of the State system.

The County authorities also have a STOP sign on this road at its intersection with Route #136. At the present time we do not have Route #136 boulevarded; however, Mr. Shipley feels that this is a rather dangerous intersection as the sight distance is bad, and thinks we should continue to stop them at the approach to this intersection.

Kindly let me have your comments.

Yours very truly,

E. C. Chaney,
District Engineer

ECC*H

cc: Mr. P. A. Morison

File under Harford Co.

No. 19001

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 20, 1953
***

Present: Mr. Russell H. McCain, Chairman, and Mr. David M. Nichols.

The Commission approved resolution, transmitted with letter from Chief Engineer W. F. Childs, Jr., dated May 13, which was adopted at meeting of the County Commissioners of Harford County, Maryland the 5th day of May, 1953, covering exchange of roads between the County Commissioners and the State Roads Commission, said resolution having been prepared by the State Roads Commission's Legal Department and approved by its Engineering Department.

Said resolution confirms the informal agreement heretofore entered into, providing for the exchange of certain roads and/or sections of roads, "to the end that certain of the said roads and/or sections of roads will be transferred to the County Commissioners by the State of Maryland and certain others will be transferred to the State of Maryland to the use of the State Roads Commission by the County Commissioners, said exchange being for the purpose of transferring responsibility for the future maintenance and/or widening of said roads and/or sections of roads", all as more fully set forth therein.

Copy: Mr. W. F. Childs, Jr. Copy of Res. Attached
Mr. W. C. Hopkins
Mr. P. A. Morison "
Mr. C. A. Goldeisen
Mr. E. C. Chaney Copy of Res. "
Mr. F. P. Scrivener "
Mr. C. L. Wannen "
Mr. A. F. DiDomenico "
Mr. Allan Lee "
Mr. G. N. Lewis, Jr. "
Mr. L. C. Moser "
Mr. J. D. Buscher
Co. Commrs. of Harford Co.
Secretary's File "
SRC-Harford County

At a meeting of the County Commissioners of Harford County, Maryland, held the 5TH day of May 1953, at which time present were:

MILTON R. WALKER

HARRY W. SPRAKER

B. BURDELL PRESTON

the following Resolution was duly moved, seconded and passed:

WHEREAS, it has been mutually agreed by and between the County Commissioners of Harford County and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, that the hereinafter described roads and/or sections of roads be exchanged, to the end that certain of the said roads and/or sections of roads will be transferred to the County Commissioners by the State of Maryland and certain others will be transferred to the State of Maryland to the use of the State Roads Commission by the County Commissioners, said exchange being for the purpose of transferring responsibility for the future maintenance and/or widening of said roads and/or sections of roads, all as hereinafter set forth, and

WHEREAS, the purpose of this Resolution is to implement the County Commissioners' obligation under said agreement by providing authority for the execution of a quit claim deed granting and conveying to the State of Maryland to the use of the State Roads Commission all the right, title and interest of the County Commissioners in and to the beds of said roads and/or sections of roads and the rights of way adjoining the same.

NOW, THEREFORE, BE IT RESOLVED, that the County Commissioners of Harford County, Maryland, do hereby adopt, ratify and confirm the informal agreement heretofore entered into with the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, with respect to the exchange of the hereinafter described roads and/or sections of roads in Harford County.

AND BE IT FURTHER RESOLVED, that a quit claim deed be executed by the members of this Commission granting and conveying to the State of Maryland

to the use of the State Roads Commission all the right, title and interest of this Commission in and to the beds of the following roads and/or sections of roads and in and to the rights of way adjoining the same, and from and after the execution of said conveyance by this Commission, the State of Maryland will be and remain responsible for their maintenance and/or widening as part of the State Road System:

1. That section of Maryland Route No. 152 in Harford County lying between the Pulaski Highway (U.S. Route No. 40) and a point 0.6 of a mile west thereof as measured along the center line of said Maryland Route No. 152; the right of way thereof being 40 feet wide.

2. That 2.7 mile section of Maryland Route No. 543 in Harford County lying between Maryland Route No. 136 and Maryland Route No. 7; the right of way thereof being 40 feet wide.

3. That section of Maryland Route No. 646 in Harford County lying between Maryland Route No. 136 and a point 1.8 miles southwest thereof as measured along the center line of said Maryland Route No. 646, the right of way thereof being 40 feet wide.

AND BE IT FURTHER RESOLVED, that this Commission will accept a conveyance by way of a quit claim deed by the State of Maryland, in exchange for the above described roads or sections of roads, the following roads or sections of roads and the rights of way adjoining the same and, from and after the execution of said conveyance by the State of Maryland, will be and remain responsible for their maintenance and/or widening as part of the County Road System:

1. Section of Maryland Route No. 163 known as Red Bridge Road 0.55 of a mile in length; right of way of same being 40 feet wide.

2. Section of Maryland Route No. 146 north from Madonna 2.45 miles in length; right of way of same being 50 feet wide.

3. Section of Maryland Route No. 651 known as St. Clair Bridge Road 0.9 of a mile in length; right of way of same being 50 feet wide.

4. Section of Maryland Route No. 162 known as Berkley Road 1.58

miles in length; right of way of same being 33 feet wide.

5. Section of Maryland Route No. 461 being part of Old U. S. Route No. 1 at Lake Fanny o.3 of a mile in length; right of way of same being 60 feet wide.

6. Section of Maryland Route No. 760, being that part of Old Maryland Route No. 24 between Emmorton and Van Bibber 0.7 of a mile in length; right of way of same being 40 feet wide.

AND BE IT FURTHER RESOLVED that since certain of the above described roads and/or sections of roads presently maintained by this Commission are below minimum State standards, this Commission hereby agrees to their rehabilitation to meet minimum State standards by the maintenance forces of the State Roads Commission and that, upon completion thereof, to pay to the State Roads Commission the reasonable cost thereof.

AND BE IT FURTHER RESOLVED that this Commission, within a reasonable time, will acquire such additional rights of way on the extension of Maryland Route No. 623 from Castleton to Darlington as are necessary to provide a right of way width of at least 40 feet and will construct such extension of Maryland Route No. 623 from Castleton to Darlington in such manner as to meet minimum State standards, and, upon completion thereof, this Commission will convey the same by way of a quit claim deed to the State of Maryland to the use of the State Roads Commission and will accept, in exchange therefor, a conveyance by the State of Maryland of that section of Maryland Route No. 158 known as the Belcamp Road, to the end that from and after the execution of said deeds this Commission will be and remain responsible for the maintenance and/or widening of the Belcamp Road and the State of Maryland will be and remain responsible for the maintenance and/or widening of the said extension of Maryland Route No. 623.

MOVED, SECONDED AND PASSED This 5th day of May - 1953.

Milton R. Walker

Darby Shaker

Blanche E. Preston

County Commissioners of Harford County

Secretary's File

No. 19001

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 20, 1953
***

Present: Mr. Russell H. McCain, Chairman, and Mr. David M. Nichols.

The Commission approved resolution, transmitted with letter from Chief Engineer W. F. Childs, Jr., dated May 13, which was adopted at meeting of the County Commissioners of Harford County, Maryland the 5th day of May, 1953, covering exchange of roads between the County Commissioners and the State Roads Commission, said resolution having been prepared by the State Roads Commission's Legal Department and approved by its Engineering Department.

Said resolution confirms the informal agreement heretofore entered into, providing for the exchange of certain roads and/or sections of roads, "to the end that certain of the said roads and/or sections of roads will be transferred to the County Commissioners by the State of Maryland and certain others will be transferred to the State of Maryland to the use of the State Roads Commission by the County Commissioners, said exchange being for the purpose of transferring responsibility for the future maintenance and/or widening of said roads and/or sections of roads", all as more fully set forth therein.

Copy: Mr. W. F. Childs, Jr. Copy of Res.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen "
Mr. E. C. Chaney Copy of Res.
Mr. F. P. Scrivener "
Mr. C. L. Wannen "
Mr. A. F. DiDomenico "
Mr. Allan Lee "
Mr. G. N. Lewis, Jr. "
Mr. L. C. Moser "
Mr. J. D. Buscher "
Co. Commrs. of Harford Co.
Secretary's File
SRC-Harford County "

At a meeting of the County Commissioners of Harford County, Maryland, held the 5TH day of May 1953, at which time present were:

MILTON R. WALKER

HARRY W. SPRAKER

B. BURDELL PRESTON

the following Resolution was duly moved, seconded and passed:

WHEREAS, it has been mutually agreed by and between the County Commissioners of Harford County and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, that the hereinafter described roads and/or sections of roads be exchanged, to the end that certain of the said roads and/or sections of roads will be transferred to the County Commissioners by the State of Maryland and certain others will be transferred to the State of Maryland to the use of the State Roads Commission by the County Commissioners, said exchange being for the purpose of transferring responsibility for the future maintenance and/or widening of said roads and/or sections of roads, all as hereinafter set forth, and

WHEREAS, the purpose of this Resolution is to implement the County Commissioners' obligation under said agreement by providing authority for the execution of a quit claim deed granting and conveying to the State of Maryland to the use of the State Roads Commission all the right, title and interest of the County Commissioners in and to the beds of said roads and/or sections of roads and the rights of way adjoining the same.

NOW, THEREFORE, BE IT RESOLVED, that the County Commissioners of Harford County, Maryland, do hereby adopt, ratify and confirm the informal agreement heretofore entered into with the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, with respect to the exchange of the hereinafter described roads and/or sections of roads in Harford County.

AND BE IT FURTHER RESOLVED, that a quit claim deed be executed by the members of this Commission granting and conveying to the State of Maryland

to the use of the State Roads Commission all the right, title and interest of this Commission in and to the beds of the following roads and/or sections of roads and in and to the rights of way adjoining the same, and from and after the execution of said conveyance by this Commission, the State of Maryland will be and remain responsible for their maintenance and/or widening as part of the State Road System:

1. That section of Maryland Route No. 152 in Harford County lying between the Pulaski Highway (U.S. Route No. 40) and a point 0.6 of a mile west thereof as measured along the center line of said Maryland Route No. 152; the right of way thereof being 40 feet wide.

2. That 2.7 mile section of Maryland Route No. 543 in Harford County lying between Maryland Route No. 136 and Maryland Route No. 7; the right of way thereof being 40 feet wide.

3. That section of Maryland Route No. 646 in Harford County lying between Maryland Route No. 136 and a point 1.8 miles southwest thereof as measured along the center line of said Maryland Route No. 646, the right of way thereof being 40 feet wide.

AND BE IT FURTHER RESOLVED, that this Commission will accept a conveyance by way of a quit claim deed by the State of Maryland, in exchange for the above described roads or sections of roads, the following roads or sections of roads and the rights of way adjoining the same and, from and after the execution of said conveyance by the State of Maryland, will be and remain responsible for their maintenance and/or widening as part of the County Road System:

1. Section of Maryland Route No. 163 known as Red Bridge Road 0.55 of a mile in length; right of way of same being 40 feet wide.

2. Section of Maryland Route No. 146 north from Madonna 2.45 miles in length; right of way of same being 50 feet wide.

3. Section of Maryland Route No. 651 known as St. Clair Bridge Road 0.9 of a mile in length; right of way of same being 50 feet wide.

4. Section of Maryland Route No. 162 known as Berkley Road 1.58

miles in length; right of way of same being 33 feet wide.

5. Section of Maryland Route No. 461 being part of Old U. S. Route No. 1 at Lake Fanny o.3 of a mile in length; right of way of same being 60 feet wide.

6. Section of Maryland Route No. 760, being that part of Old Maryland Route No. 24 between Emmorton and Van Bibber 0.7 of a mile in length; right of way of same being 40 feet wide.

AND BE IT FURTHER RESOLVED that since certain of the above described roads and/or sections of roads presently maintained by this Commission are below minimum State standards, this Commission hereby agrees to their rehabilitation to meet minimum State standards by the maintenance forces of the State Roads Commission and that, upon completion thereof, to pay to the State Roads Commission the reasonable cost thereof.

AND BE IT FURTHER RESOLVED that this Commission, within a reasonable time, will acquire such additional rights of way on the extension of Maryland Route No. 623 from Castleton to Darlington as are necessary to provide a right of way width of at least 40 feet and will construct such extension of Maryland Route No. 623 from Castleton to Darlington in such manner as to meet minimum State standards, and, upon completion thereof, this Commission will convey the same by way of a quit claim deed to the State of Maryland to the use of the State Roads Commission and will accept, in exchange therefor, a conveyance by the State of Maryland of that section of Maryland Route No. 158 known as the Belcamp Road, to the end that from and after the execution of said deeds this Commission will be and remain responsible for the maintenance and/or widening of the Belcamp Road and the State of Maryland will be and remain responsible for the maintenance and/or widening of the said extension of Maryland Route No. 623.

MOVED, SECONDED AND PASSED This 5th day of May 1953.

Milton R. Walker

Darby Graber

Blanchard Preston

County Commissioners of Harford County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 20, 1953
***

Present: Mr. Russell H. McCain, Chairman, and Mr. David M. Nichols.

The Commission approved resolution, transmitted with letter from Chief Engineer W. F. Childs, Jr., dated May 13, which was adopted at meeting of the County Commissioners of Harford County, Maryland the 5th day of May, 1953, covering exchange of roads between the County Commissioners and the State Roads Commission, said resolution having been prepared by the State Roads Commission's Legal Department and approved by its Engineering Department.

Said resolution confirms the informal agreement heretofore entered into, providing for the exchange of certain roads and/or sections of roads, "to the end that certain of the said roads and/or sections of roads will be transferred to the County Commissioners by the State of Maryland and certain others will be transferred to the State of Maryland to the use of the State Roads Commission by the County Commissioners, said exchange being for the purpose of transferring responsibility for the future maintenance and/or widening of said roads and/or sections of roads", all as more fully set forth therein.

Copy: Messrs. Childs, Jr.
Hopkins
Morison
Goldeisen
Chaney
Scrivener
Wannen
DiDomenico
Lee
Lewis, Jr.
Moser
Buscher
Co. Commrs. of Harford Co.
Secretary's File
SRC-Harford County

At a meeting of the County Commissioners of Harford County, Maryland, held the 5TH day of May 1953, at which time present were:

MILTON R. WALKER

HARRY W. SPRAKER

B. BURDELL PRESTON

the following Resolution was duly moved, seconded and passed:

WHEREAS, it has been mutually agreed by and between the County Commissioners of Harford County and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, that the hereinafter described roads and/or sections of roads be exchanged, to the end that certain of the said roads and/or sections of roads will be transferred to the County Commissioners by the State of Maryland and certain others will be transferred to the State of Maryland to the use of the State Roads Commission by the County Commissioners, said exchange being for the purpose of transferring responsibility for the future maintenance and/or widening of said roads and/or sections of roads, all as hereinafter set forth, and

WHEREAS, the purpose of this Resolution is to implement the County Commissioners' obligation under said agreement by providing authority for the execution of a quit claim deed granting and conveying to the State of Maryland to the use of the State Roads Commission all the right, title and interest of the County Commissioners in and to the beds of said roads and/or sections of roads and the rights of way adjoining the same.

NOW, THEREFORE, BE IT RESOLVED, that the County Commissioners of Harford County, Maryland, do hereby adopt, ratify and confirm the informal agreement heretofore entered into with the State Roads Commission of Maryland, [illegible] for and on behalf of the State of Maryland, with respect to the ex- [illegible]inafter described roads and/or sections of roads in [illegible]

[illegible]im deed be executed by [illegible] the State of Maryland

to the use of the State Roads Commission all the right, title and interest of this Commission in and to the beds of the following roads and/or sections of roads and in and to the rights of way adjoining the same, and from and after the execution of said conveyance by this Commission, the State of Maryland will be and remain responsible for their maintenance and/or widening as part of the State Road System:

Contract Section 12-39-A 1. That section of Maryland Route No. 152 in Harford County lying between the Pulaski Highway (U.S. Route No. 40) and a point 0.6 of a mile west thereof as measured along the center line of said Maryland Route No. 152; the right of way thereof being 40 feet wide.

Cont. Sect. 12-58-A 2. That 2.7 mile section of Maryland Route No. 543 in Harford County lying between Maryland Route No. 136 and Maryland Route No. 7; the right of way thereof being 40 feet wide.

Contract Sect. 12-65 3. That section of Maryland Route No. 646 in Harford County lying between Maryland Route No. 136 and a point 1.8 miles southwest thereof as measured along the center line of said Maryland Route No. 646, the right of way thereof being 40 feet wide.

AND BE IT FURTHER RESOLVED, that this Commission will accept a conveyance by way of a quit claim deed by the State of Maryland, in exchange for the above described roads or sections of roads, the following roads or sections of roads and the rights of way adjoining the same and, from and after the execution of said conveyance by the State of Maryland, will be and remain responsible for their maintenance and/or widening as part of the County Road System:

Cont. Sect. 12-70 1. Section of Maryland Route No. 163 known as Red Bridge Road 0.55 of a mile in length; right of way of same being 40 feet wide.

Cont. Sect. 12-87-A 2. Section of Maryland Route No. 146 north from Madonna 2.45

[illegible] ht of way of same being 50 feet wide.

[illegible] tion of Maryland Route No. 651 known as St. Clair Bridge

[illegible] way of same being 50 feet wide.

[illegible] Parkley Road 1.58

miles in length; right of way of same being 33 feet wide.

Cont. Sect. 12-71 5. Section of Maryland Route No. 461 being part of Old U. S. Route No. 1 at Lake Fanny o.3 of a mile in length; right of way of same being 60 feet wide.

Cont. Sect. 12-73 6. Section of Maryland Route No. 760, being that part of Old Maryland Route No. 24 between Emmorton and Van Bibber 0.7 of a mile in length; right of way of same being 40 feet wide.

AND BE IT FURTHER RESOLVED that since certain of the above described roads and/or sections of roads presently maintained by this Commission are below minimum State standards, this Commission hereby agrees to their rehabilitation to meet minimum State standards by the maintenance forces of the State Roads Commission and that, upon completion thereof, to pay to the State Roads Commission the reasonable cost thereof.

AND BE IT FURTHER RESOLVED that this Commission, within a reasonable time, will acquire such additional rights of way on the extension of Maryland Route No. 623 from Castleton to Darlington as are necessary to provide a right of way width of at least 40 feet and will construct such extension of Maryland Route No. 623 from Castleton to Darlington in such manner as to meet minimum State standards, and, upon completion thereof, this Commission will convey the same by way of a quit claim deed to the State of Maryland to the use of the State Roads Commission and will accept, in exchange therefor, a conveyance by the State of Maryland of that section of Maryland Route No. 158 known as the Belcamp Road, to the end that from and after the execution of said deeds this Commission will be and remain responsible for the maintenance and/or widening of the Belcamp Road and the State of Maryland will be and remain responsible for the maintenance and/or widening of the said extension of Maryland Route No. 623.

12-67
12-68

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, APRIL 16, 1953
***

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

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of April 15, 1953 to the State Roads Commission, the following final estimate was approved for payment and this section of road accepted into the State Roads 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 $27,637.23 for completion of a penetration macadam surface course on the Flintville-Castleton Road, beginning at the end of Contract H-199 and extending southeasterly toward Castleton for a distance of 2.047 miles, our Contract #H-257-1-450 FAP#S-217(1), Thomas A. Reilly Company, contractor. The contract for this work was awarded on January 18, 1950 and was completed on December 28, 1951. The total amount of this contract is $237,427.68. Due to enforcement of liquidated damages for $8,905.00, the total amount paid the contractor, including the amount of this final estimate, is $228,522.68.

Copy: Messrs. Childs, Jr.
Hopkins
Morison
Goldeisen
Chaney
DiDomenico
Scrivener
SRC-Harford County
Wannen
Lee
Lewis, Jr.
Friend
Robins
Mrs. G. S. Rice
Co. Commrs. of Harford Co.
Contract #H-257-1-450

Keane

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, FEBRUARY 20, 1953.

Present: Mr. Russell H. McCain, Chairman and Mr. David M. Nichols

On recommendation of the Chief Engineer W. F. Childs, Jr., as set forth in his letter of Feb. 19, 1953, 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 $24,743.85 for completion of macadam base course and penetration macadam surface course along section of highway beginning at a point on US Route 1, at Hickory, and extending southeasterly to State Route 22, at Fountain Green, for a distance of 3.026 miles, our Contract H-319-1-417 FAP#S-196(1), Thomas A. Reilly Company, contractor. The contract for this work was awarded on April 26, 1950 and was completed on January 11, 1952. The total amount of this contract is $142,152.60. Due to enforcement of liquidated damages in the amount of $3,500.00, the total amount paid the contractor, including the amount of this final estimate, is $138,652.60.

Copy:	Childs	Wannen
	Hopkins	Lee
	Morison	Lewis
	Goldeisen	Friend
	Chaney	Robins
	DiDomenico	Rice
	Scrivener	Co. Commrs. of Harford Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 8, 1952

***

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

On recommendation of Chief Engineer W. F. Childs, Jr. in letter dated October 7, 1952, the Commission executed agreement, in triplicate, dated October 8, 1952, between the State Roads Commission of Maryland, party of the first part, and the Bata Shoe Company, Inc., a corporation organized and existing under the laws of New York, party of the second part, by which the parties thereto agree to settle, dispose of and terminate as to any possible claim or claims that might have arisen or might arise in the future in connection with a contract, dated January 4, 1935, and two supplemental agreements thereto, dated November 15, 1938 and September 2, 1941, which have heretofore been entered into between the State Roads Commission and Bata Shoe Company, Inc., and further provides for the construction of certain acceleration and deceleration lanes as well as the relocation of a certain crossover on a highway known as U. S. Route 40 in the vicinity of Bata Shoe Company's plant near Belcamp, Harford County, Maryland, in accordance with the consideration and conditions more fully recited therein.

Said agreement had been previously executed by Bata Shoe Company, Inc. and approved as to form and legal sufficiency by Special Attorney Andrew W. Starratt, Jr.

Copy: Mr. W. F. Childs, Jr.
Mr. E. C. Chaney
Mr. G. N. Lewis, Jr.
Mr. C. L. Wannen
Mr. A. W. Starratt, Jr.
Secretary's File #5838

HARFORD

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, MAY 3, 1951
***

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

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of May 3, 1951 to the State Roads Commission, the following final estimate was approved for payment and this section of road turned over to the County Commissioners of Harford County for maintenance as part of the County Road System. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of $2,943.93 for completion of penetration macadam surfacing along section of roadway beginning at Creswell on State Route 136 and extending southeasterly through Harford Furnace to State Route #7, for a distance of 2.571 miles, our Contract #H-324-1-417 FAP#S-196 (2), T. B. Gatch & Sons, Inc., contractor. The contract for this work was awarded on August 2, 1950 and was completed on October 21, 1950. The total amount of this contract is $28,422.39.

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. E. C. Chaney
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. C. L. Hannen
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Mr. W. A. Friend
Mr. W. O. Robins
Mrs. G. E. Rice
Co. Commrs. of Harford Co.

Consult

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 13, 1949
***

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

Letter dated July 6, to the Commission from The County Commissioners of Harford County, confirms the results of conference on July 5 in the office of the State Roads Commission regarding the status of Harford County and the Federal Aid Program, which reads as follows:

"Relative to your request at our converence on July 5, 1949 in the offices of the StateRoads Commission with regard to the status of Harford County and the Federal Aid Program, the County Commissioners of Harford County wish to reaffirm the decisions made at that meeting.

To substantiate, the County Commissioners are able to provide funds for matching those of the Federal Government as follows:

County Levy 1948	$62,856.66
County Levy 1949	63,042.83
Gasoline and M.V. Tax deductions 1950	66,256.28
Surplus funds for Creswell Road	27,500.00
Surplus road and Sherbow funds to complete Susquehanna and Hickory Roads	62,831.17
	$282,486.89

In return for the above funds from Harford County, we will receive from the Federal Government the following amounts:

Maximum Federal Aid 1946-47-48	$181,113.06
1950 Federal Aid Program	49,000.00
	$230,113.06

It is our understanding that the latest available information lists the approximate costs of the Harford County Projects as follows:

Susquehanna Hall Road	$312,600.00
Hickory-Fountain Green Road	150,000.00
Creswell Road (pending approval)	50,000.00
	$512,600.00

The County Commissioners are in accord with the above projects providing they do not exceed the estimated costs and wish to reserve the right to reject any or all bids.

As pointed out, it is the intention of Mr. Frank Cassell, Roads Engineer to complete the creswell Road this year, therefore, it is of utmost importance that we complete all preliminary work with the State Roads Commission and the Federal Aid representative as soon as possible. On the first two projects, it is agreed that Harford County secure the necessary right-of-ways in a manner to be agreeable to Mr. Curran of the State Roads Commission. Likewise, it is agreed that the State Roads Commission take over and maintain all existing bridge structures on the Susquehanna Hall to Castleton Road and is understood that the Creswell Road will remain in the County Highway System.

We will appreicate any expeditious work that the State Roads Commission can do to complete the above projects as soon as possible."

With further reference to this matter, Chief Engineer W. F. Childs, Jr. addressed a letter to the Commission, dated July 12, 1949, which reads as follows:

"I return herewith letter of July 6th from the County Commissioners of Harford County outlining the roads that they would like to have built with Federal Aid Secondary funds.

In looking over the cost estimates presented in this letter, I find that there is a slight difference between the amounts given in the letter and the estimate prepared by the Division of Road Design. The Division of Road Design gives the cost of these projects as follows;

Susquehanna Hall Road	$285,620.00
(Using the reduced geometrics of design)	
Hickory-Fountain Green Road	154,000.00
Creswell Road	50,000.00
Total -	$489,620.00

The estimate of the cost of the Susquehanna Hall Road is based on quantities determined by survey and a 16 foot macadam surfacing instead of 18 feet as originally planned; the estimate for the Hickory-Fountain Green Road has been made without the benefit of complete survey. In each case the cost includes 15% for overhead.

Esleeck

Fidelity Omni Plan

The Susquehanna Hall Road was included in the program sent to the Bureau of Public Roads for approval. The Hickory-Fountain Green Road is included in the supplemental program submitted to the Bureau of Public Roads in June. The Creswell Road is an addition by Harford County and has not been included in the program.

This last project, the Creswell Road, is not on the Federal Aid Secondary System but about a month ago the County Engineer took the matter up with the Traffic Division and they in turn took it up with the Bureau of Public Roads and this road has been added to the Federal Aid Secondary System for Harford County. This road, therefore, is eligible for inclusion in the program.

I attach copy of my letter of even date to Mr. Lee."

The difference in the two totals as recited in the letter of the Harford County Commissioners and that of Mr. Childs is brought about through inconclusive estimates on the projects, and will be allowed to stand until definite figures of cost are available following receipt of bids.

The Commission formally adopted the following roads for inclusion in the Federal Aid Secondary Program for Harford County:

Susquehanna Hall Road (This road adopted 1/21/48) - Co. 253
Hickory Fountain Green Road - Co. 222
Creswell Road, Co. 304

with the understanding that the Susquehanna Hall Road and the Hickory-Fountain Green Road, when completed in accordance with the requirements of the State Roads Commission, will be accepted for maintenance as part of the State Roads System the Creswell Road after completion to be maintained as a part of the County Road System.

Copy: Mr. R. M. Reindollar
Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. G. S. Rinehart
Mr. C. L. Wannen
Mrs. C. S. Rice
Mr. A. F. Shure
Mr. D. P. Campbell
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. A. L. Grubb
Mr. H. C. Bowers
Co. Commrs. H. Co.

To B= Tatgen on Records + Maps when Improved.

The Burgoyne Hill Road was included in the program sent to the Bureau of Public Roads for a survey. The Hickory-Franklin Green Road is included in the supplemental program submitted to the Bureau of Public Roads in June. The Greenwell Road is in addition to Garland County and has not been included in the program.

This last project, the Greenwell Road, is not on the Federal Aid Secondary Plan. It is a road in which the County Engineer has been working with the Garland County and they in turn have talked with the Director of the Highway Department. The Director has stated to the Federal Highway Department that this road has been added to the program.

I submit copy of my letter of even date to Mr. Cox.

The letter to Mr. Cox [illegible] of the Bureau of Public Roads [illegible] about through investigations [illegible] progress, and will be pleased to assist until [illegible] of roads are available following receipt of bids.

The Commission formally adopted the following resolution in the Federal Aid Secondary Program for Garland County:

Burgoyne Hill Road (this road adopted 1/21/49)
Hickory Mountain Road - Co. 22
Greenwell Road - Co. 34

With the understanding that the Burgoyne Hill Road and the Hickory-Franklin Green Road, upon completion in accordance with the requirements of the State Roads Department, will be added to the maintenance as part of the State Roads System. Greenwell Road after completion to be maintained as a part of the County Road System.

Hoyt: Mr. H. M. Holmstrom
Mr. R. P. Hill, Jr.
Mr. R. O. Hopkins
Mr. P. A. Ward, Jr.
Mr. O. J. Hickory
Mr. C. L. Hudson
Mr. E. L. Hudson
Mr. O. S. Hice

Mr. A. J. Pierce
Mr. J. J. Campbell
Mr. C. J. Lamb, Jr.
Mr. Allen Cox
Mr. A. L. Crump
Mr. H. M. Moore
Co. Judge, H. Cox.

Binder
Harford

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, AUGUST 17, 1948

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

Acting on the recommendation of the Traffic Division, which recommendation was supported by a recommendation of Assistant Chief Engineer P. A. Morison, the Commission authorized a reduction from a 50-mile to a 40-mile speed limit through Coopstown Harford County, for a distance of 0.9 of a mile, along State Route #23, and directed that the Engineering erect appropriate signs and/or markers.

CC: Mr. W. F. Childs, Jr.
Mr. Morison
Mr. Campbell
Mr. Lewis
Mr. Lee
Mr. Bishop
Capt. Ridgely

Copy: Mr. R. M. Reindollar
Mr. W. W. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. A. F. Shure
Mr. D. P. Campbell
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. H. C. Bowers
Mrs. G. S. Rice
Co. Commrs. Harford Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 16, 1948
***

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

For the purpose of record there is set forth herewith copy of a letter, dated June 15, 1948, from the County Commissioners for Harford County, which was received and read by the Commission at this meeting:

"COUNTY COMMISSIONERS FOR HARFORD COUNTY
BEL AIR, MARYLAND

June 15, 1948

State Roads Commission,
108 E. Lexington St.,
Baltimore 3, Maryland

Gentlemen:

In reply to your letter of June 9, 1948 we wish to advise you that we have recorded in the minutes of this day the following Resolution:

'RESOLVED to include in our 1949 budget $63,042.83 to be used to match Federal money.' This budget will be made up on November 1, 1948. The money will be available at any time it is needed during the year 1949.

We want you to build with this money the section of road leading from Hickory to Fountain Green with the understanding it is to be built according to minimum state specifications and when completed taken into the state system.

RESOLVED, further that for the third year we wish you to begin January 1, 1950 and withhold our gasoline tax money in the amount of $66,256.28 to match Federal money to build a section of road from Madonna to Red Bridge with the same understanding.

We note your approval of the Susquehanna Hall to Castleton Project to be built this year.

Very truly yours,

THE COUNTY COMMISSIONERS
FOR HARFORD COUNTY

(Sgd.) Hugh M. Laird
Hugh M. Laird, President"

Harford Co

Guests: Mr. [illegible] Mr. D. F. Campbell Mr. R. C. Stevens
Mr. [illegible] Mr. R. E. Lewis Mrs. G. V. Fiss
Mr. [illegible] Mr. Allen Lee Dr. Charles Bartold Jr.
Mr. F. A. [illegible]
Mr. [illegible] Mr. L. Grace
Mr. [illegible] Mr. R. Wenzel

EXCERPT FROM MINUTES OF MEETING OF THE STATE WATER CONSERVATION COMMISSION
THURSDAY, JUNE 16, 1949

Present: Mr. Robert H. Rathbolley, Chairman, Senator Jerome Cox, Dr. N. Lewis Jr., Burgess and Mr. Morrell E. Hughes.

For the purpose of record there is set forth herewith copy of a letter, dated June 13, 1949, from the County Commissioners for Harford County, which was received and read by the Commission at this meeting:

"COUNTY COMMISSIONERS FOR HARFORD COUNTY
BEL AIR, MARYLAND

June 13, 1949

State Roads Commission,
108 W. Baltimore St.,
Baltimore 3, Maryland

Gentlemen:

In reply to your letter of June 8, 1949 we wish to advise you that we have recorded in the minutes of this day the following resolution:

'RESOLVED to include in our 1949 budget $25,000.00 to be used to match Federal money.' This budget will be made up on November 1, 1949. The money will be available at any time it is needed during the year 1950.

We want you to build with this money the portion of road leading from Oakington to Fountain Green with the understanding it is to be built according to minimum state specifications and when completed taken into the state system.

RESOLVED, further that for the 1949-1950 we will pay on July January 1, 1950 and without ever upsetting the money in the amount of $20,000.00 to match Federal money to build a portion of road from Madonna to Red Bridge with the same understanding.

We note your approval of the Chesapeake Bay to Castleton Project to be built this year.

Very truly yours,

FOR MY SUPERVISORS
BOARD OF ST

(Sgd.) Hugh S. Laird
Hugh S. Laird, President"

SRC Min

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JANUARY 21, 1948

***

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

Chairman Robert M. Reindollar brought to the attention of the Commission a letter which he had received, dated January 12, 1948, from President Hugh M. Laird, of the County Commissioners for Harford County, Bel Air, Maryland. This letter reads as follows:

> "We wish to inform you we are prepared to match the first year of the Federal money to build a section of road. We want you to survey and build the section from Susquehanna Hall to the Castleton Road, a distance of approximately two and one quarter miles. We expect you to build this section according to State specifications and take it into the State Roads System when completed."

This letter is the first indication received from Harford County to the effect that the County Board desired construction by the Commission of any project or projects on the Secondary Road System of Harford County under the Federal Aid Highways Act of 1944.

In order that arrangements might be made for a prompt survey and preparation of plans, etc. for the improvement of the aforesaid section of road, the Commission, upon motion duly made and seconded, approved and adopted the said approximate two and one quarter mile section from Susquehanna Hall to the Castleton Road, this particular section to be built under State specifications, with an understanding that upon its completion it will become a part of the State Roads System.

While the Commission has received no letter with respect to Harford County's contribution of funds, it is understood that the County Commissioners for Harford County have available funds to match the first year's Federal Aid Secondary requirements.

Copies: Mr. R. M. Reindollar
Mr. E. F. Childs, Jr.
Mr. F. A. Morison
Mr. A. F. Shure
Mr. D. P. Campbell
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. Albert L. Grubb
Mr. Carl L. Wannen
Mr. H. C. Bowers
Mrs. G. Rice
Co. Commrs. Harford Co.

Traffic

February 11, 1944.

To: Mr. Gorsuch

From: Mr. Childs

Subject: Road Inventory Revision Data

I enclose copy of letter from Mr. Nelson together with copy of my reply and the map referred to therein.

The roads that have been abandoned within Government reservations are shown in blue crayon on the map and the approximate location of those opened to replace the abandoned roads are shown in red.

My recollection is that Mr. Bunting and I inventoried these roads about a year ago and the inventory sheets turned in.

Very truly yours,

W. F. Childs, Jr.,
Director

WFCjr-d

cc: County Roads Abandoned
County Roads Projects - Harford

xxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxx

108 East Lexington St.

Baltimore--3, Md.

February 11, 1944.

Mr. Arthur W. Nelson
County Roads Engineer for
Harford County
Bel Air, Md.

Dear Mr. Nelson: re: County Road Revision Data

Thanks very much for your letter of February 9th in reply to mine of January 20th giving information on roads taken within Government reservations and closed and roads opened to replace those abandoned, together with the map showing these highways.

Very truly yours,

Wm. F. Childs, Jr.,
Director

WFCjr-d

cc: J. T. Gorsuch
County Rd. Projects - Harford
County Roads Abandoned

HARFORD

J.T. 2.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, FEBRUARY 17, 1942

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

The Commission executed in triplicate the following two agreements, of even date, with The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, and The Pennsylvania Railroad Company, a body corporate, for itself and as lessee of The Philadelphia, Baltimore and Washington Railroad Company -

(1) For the elimination of the railroad grade crossing near the Town of Magnolia, in Harford County, Maryland, and the substitution therefor of an overhead bridge and approach roadways approximately 1/4 mile east of the Town of Magnolia, and

(2) For the elimination of railroad grade crossing at or near Short Lane Station, in Harford County, and the substitution therefor of an overhead bridge and approach roadways approximately 1-1/2 miles southwest of the Town of Aberdeen on a relocation of the Boothby Hill Road.

Both of these agreements, prior to the execution of same by the three Members comprising the State Roads Commission, were approved as to form and legal sufficiency by Special Assistant Attorney General Edmond H. Johnson.

COPY

SUMMARY FROM MINUTES OF MEETING OF THE LEGAL OPEN SPACE ACTION
TUESDAY, FEBRUARY 27, 1962

Present: Mr. Lane F. Whitman, Chairman, Messrs. F. Matson
Ash and W. Frank Shank.

The Commission proceeds to publicate the following
two agreements, of even date, with the Philadelphia, Baltimore
and Washington Railroad Company, a body corporate, and the
Pennsylvania Railroad Company, a body corporate, for lands
and an leases of the Philadelphia, Baltimore and Washington
Railroad Company -

(1) For the abolishment of the railroad grade crossing
near the Town of Bangolia, in Harford County, Maryland, and
the substitution thereof of an overhead bridge and approach
roadways approximately 1,4 miles south of the town of Bangolia, and

(2) For the abolishment of railroad grade crossing at
or near Shore Lane Station, in Harford County, and the
substitution thereof of an overhead bridge and approach
roadways approximately 1,4 miles south of the town of Shore Lane.

Both of these agreements, prior to the execution
of them by the three members constituting the Board Legal
Commission, were approved as to form and legal sufficiency
by Special Assistant Attorney General Edward R. Johnson.

COPY

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 Senator Beall and seconded by Mr. Webb:

WHEREAS, a public highway of the State of Maryland, in Harford County, crosses the tracks an property of The Philadelphia Baltimore and Washington Railroad Company and its lessee, The Pennsylvania Railroad Company, at grade, known as Edgewood Grade Crossing; and

WHEREAS, 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

WHEREAS, by an agreement dated the 13th day of December, 1935, by and between the State Roads Commission of Maryland, acting for the State of Maryland, and The Philadelphia, Baltimore and Washington Railroad Company and The Pennsylvania Railroad Company, for itself and as lessee of the said The Philadelphia, Baltimore and Washington Railroad Company, it was agreed to alter said public highway grade crossing by substituting therefor a crossing not at the grade of said public highway by constructing an undergrade bridge carrying said public highway under the tracks and property of the said railroad companies, thereby eliminating the said existing public highway grade crossing known as Edgewood Grade Crossing, over the tracks and property of the said railroad companies, and vacating, relocating and changing the lines, width, direction and/or location of said highway and/or opening a new highway in the place of the one to be ordered vacated and closed, to be constructed under said undergrade bridge approximately 500 feet north by railroad direction from the said existing public highway grade cressing; and

WHEREAS, the said undergrade bridge and said new highway have been constructed.

Here

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JUNE 1, 1926

Present: Mr. [illegible], Chairman, Mr. F. Nelson Yoder and Attorney, Elmer Dewitt.

The following resolution was offered by Commr. Yoder and seconded by Mr. [illegible]:

WHEREAS, a public highway of the State of Maryland, in Harford County, crosses the tracks and property of the Philadelphia Baltimore and Washington Railroad Company and the Baltimore, Chesapeake and Atlantic Railroad Company, at Perryman, known as Lauderdale Street Crossing; and

WHEREAS, it appears to the State Roads Commission of Maryland that said crossing is dangerous to public safety and that the public travel on said way is impeded thereby; and

WHEREAS, by an agreement dated the 12th day of October, 1925, by and between the State Roads Commission of Maryland, acting for the State of Maryland, and the Philadelphia, Baltimore and Washington Railroad Company and the Baltimore, Chesapeake and Atlantic Railroad Company, it was agreed to alter said public highway across aforesaid by erecting a crossing not at the grade of said public highway by constructing an underground bridge carrying said public highway under the tracks and property of the said railroad companies, thereby eliminating the said existing public highway grade crossing known as Lauderdale Street Crossing, over the tracks and property of the said railroad companies, and vacating, relocating and changing the lines, width, direction and/or location of said highway and/or opening a new highway in the place of the one to be vacated and closed, to be constructed under said underground bridge approximately 300 feet north by railroad distance from the said existing public highway grade crossing; and

WHEREAS, the said underground bridge and said new highway have been constructed.

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 Senator Beall and seconded by Mr. Webb:

WHEREAS, a public highway of the State of Maryland in Harford County crosses the tracks and property of The Philadelphia, Baltimore and Washington Railroad Company and its lessee, The Pennsylvania Railroad Company, at grade, known as Oakington Grade Crossing; and

WHEREAS, by an agreement dated the 28th day of July, 1936, by and between the State Roads Commission of Maryland, acting for the State of Maryland, and The Philadelphia, Baltimore and Washington Railroad Company and The Pennsylvania Railroad Company, for itself and as lessee of the said The Philadelphia, Baltimore and Washington Railroad Company, it was agreed to alter the said public highway grade crossing by constructing a new highway approximately 4610 feet in length extending from the south side of the Old Post Road at Swan's Creek Bridge to the road leading from the south to the said Oakington Grade Crossing, said new public road to be located south and southeasterly of the right of way of the railroad companies, thereby eliminating the said existing public highway grade crossing known as Oakington Grade Crossing, over the tracks and property of the said railroad companies; and

WHEREAS, the said new public highway has been constructed.

NOW, THEREFORE, BE IT RESOLVED, that in pursuance of the matters and facts above referred to and under the authority vested it it by the Public General Lawsoof Maryland and particularly under the provisions of Article 89B of the Public General Laws of Maryland as enacted by Chapter 539 of the Laws of Maryland of 1931, the existing public highway grade crossing over the tracks and property of The Philadelphis, Baltimore and Washington Railroad Company and its lessee, The Pennsylvania Railroad Company, known as Oakington Grade Crossing, a portion of a public highway of the State of Maryland, in Harford Countu, herein mentioned and described in the aforesaid agreement dated the 28th day of July, 1936, be and the same is hereby vacated and closed and the said new highway herein mentioned and described in said agreement, in place of the one herein vacated and closed, be and the same is hereby opened to public travel.

Harf.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROAD COMMISSION
TUESDAY, JUNE 1, 1976

Present: Mr. Ross B. Dickson, Chairman, Mr. F. Wallace Nutt and Senator J. Glenn Beall.

The following resolution was offered by Senator Beall and seconded by Mr. Nutt:

WHEREAS, a public highway of the State of Maryland in Harford County crosses the tracks and property of the Philadelphia, Baltimore and Washington Railroad Company and its lessee, the Pennsylvania Railroad Company, at grade, known as Aldrichs Grade Crossing; and

WHEREAS, by an agreement dated the 20th day of July, 1926, by and between the State Roads Commission of Maryland, acting for the State of Maryland, and the Philadelphia, Baltimore and Washington Railroad Company and The Pennsylvania Railroad Company, for itself and as lessee of the said The Philadelphia, Baltimore and Washington Railroad Company, it was agreed to alter the said public highway grade crossing by constructing a new highway approximately 1010 feet in length, commencing from the south side of the Old Post Road at Dunn's Corner, extending to the grade leaving from the north to the said Aldrichs Grade Crossing, which new highway road is to be located south and northwesterly of the right of way of the railroad companies, thereby eliminating the said existing public highway grade crossing, to be used as the new highway for the traveling public; and

WHEREAS, the said new public highway has been constructed;

NOW, THEREFORE, BE IT RESOLVED, that in pursuance of the authority and duties vested in the State Roads Commission by the authority vested in it by the Public General Laws of Maryland and particularly under the provisions of Article 89B of the Public General Laws of Maryland as enacted by Chapter 537 of the Laws of Maryland of 1971, the existing public highway grade crossing over the tracks and property of the Philadelphia, Baltimore and Washington Railroad Company and the Pennsylvania Railroad Company, known as Aldrichs Grade Crossing, a portion of a public highway of the State of Maryland, in Harford County, herein mentioned and described in the aforesaid agreement dated the 20th day of July, 1926, be and the same is hereby vacated and closed and the said new highway herein mentioned and described in said agreement, in lieu of the one herein vacated and closed, be and the same is hereby opened to public travel.

F. E. BAKER
PRESIDENT

F. W. WILKINSON
CLERK

The Commissioners of Aberdeen

REGULAR MEETING
LAST TUESDAY OF EACH MONTH
FIREMEN'S HALL

Aberdeen, Maryland

F. E. BAKER
H. P. STRASBAUGH
A. N. MITCHELL
J. S. MIDDELTON
W. E. RAWHOUSER

STATE ROADS COMMISSION

April 26th, 1924. APR 29 '24 AM

State Roads Commission,
Garrett Building,
Baltimore, Md.

Gentlemen:

Hand you herewith copy of Ordinance #37, of The Commissioners of Aberdeen, Aberdeen, Maryland, granting to the State of Maryland the public easement in the bed of Bel Air Avenue, to the full extent of the title thereof which is vested in the Commissioners of Aberdeen, in so far as may be necessary for a public road, and to relinquish to the State of Maryland the jurisdiction and control over said Bel Air Avenue, to the extent provided in the Acts of the General Assembly of Maryland under which the State Roads Commission is now constructing highways.

This Ordinance was passed at the meeting of The Commissioners of Aberdeen, April 8th, 1924.

This copy for your files.

Yours truly,

N. H. Fraley.
Clerk.

ORDINANCE NO. 37

AN ORDINANCE granting to the State of Maryland the public easement in the bed of Bel Air Avenue, to the full extent of the title thereof which is vested in the Commissioners of Aberdeen, in so far as may be necessary for a public road, and to relinquish to the State of Maryland the jurisdiction and control over said Bel Air Avenue, to the extent provided in the Acts of the General Assembly of Maryland under which the State Roads Commission is now constructing highways.

\- - -

WHEREAS, it is the desire of the State Roads Commission to include, as a part of the road which is in course of construction as State Road from Bel Air to Havre de Grace the bed of Bel Air Avenue, throughout its entire length within the boundaries of the Town of Aberdeen; and

WHEREAS, the said State Roads Commission has requested that for the purpose aforesaid the public easement in said Bel Air Avenue shall to the full extent of the title thereto which is vested in the Commissioners of Aberdeen, so far as the same may be necessary for the purpose of said road, be granted to the State of Maryland, pursuant to the provisions of the several Acts of the General Assembly of Maryland under which the said State Roads Commission is constructing the aforesaid road; and furthermore that the said Commissioners of Aberdeen shall relinquish to the State of Maryland jurisdiction and control over the said bed of Bel Air Avenue as a public highway to the extent provided in the above mentioned Acts of Assembly so that the same may be hereafter under the jurisdiction and control, for road purposes, of the State Roads Commission or any other officials or official, agents or agent who may hereafter be assigned by the State of Maryland for the performance of such duties; and

WHEREAS, the Commissioners of Aberdeen are willing to comply in full with the requests aforesaid.

SECTION 1. Now, therefore, Be it enacted and ordained by the Commissioners of Aberdeen, that the public easement in the bed of Bel Air Avenue above mentioned, to the full extent of the title thereto which is vested in the Commissioners of Aberdeen, so far as the same may be necessary for the pur-

poses of said road, be and the same is hereby granted to the State of Maryland, in order that the said Bel Air Avenue may be included by the State Roads Commission in the public highway above mentioned which is now in course of construction; and the Commissioners of Aberdeen do hereby relinquish to the State of Maryland jurisdiction and control over the said Bel Air Avenue as a public highway to the extent provided in the above mentioned Acts of the General Assembly of Maryland, so that such jurisdiction and control may be exercised hereafter by the said State Roads Commission or any officials or official, agents or agent of the State of Maryland who may be assigned thereto, provided, however, that nothing herein shall be taken or construed to deprive the said Commissioners of Aberdeen of police power over said Bel Air Avenue.

SECTION 2. And be it further enacted and ordained, That all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, and that this ordinance shall take effect from the date of its passage.

Passed by the Commissioners of Aberdeen this 8th day of April, 1924.

(Sgd.) Frank E. Baker
President of the Commissioners of Aberdeen.

(Sgd.) W. H. Fraley
Clerk to the Commissioners of Aberdeen.

Approved this 8th day of April, 1924.

(Sgd.) Frank E. Baker
President.

True copy test:

(Sgd.) W. H. Fraley
Clerk to Commissioners