HOWARD COUNTY
SRC MINUTES/
SHA MEMORANDA OF
ACTION

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

State Highway Administration
Driven to Excel
THE MARYLAND DEPARTMENT OF TRANSPORTATION

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

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

Make the Transfers After field re-verification in 2003 Cycle.

May 5, 2003

Douglas Simmons, Director, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated May 2, 2003, between the State Highway Administration and Howard 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 Howard County, Maryland

I. MD986K – (South Entrance Road) from the right-of-way line of US29 to its tie-in to the County owned South Entrance Road, to include replacement distance of 0.10± mile.

II. MD~~968~~986L – (South Entrance Road) from the right-of-way line of US29 to its tie-in to the County owned South Entrance Road, excluding Bridge No. 13142 (which is to be demolished), over the Little Patuxent River, a distance of 0.07± mile
Total Mileage to County – 0.17± miles

Item No.: ~~88797~~ 87797

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 Special Counsel, Payton Paul Phillips.

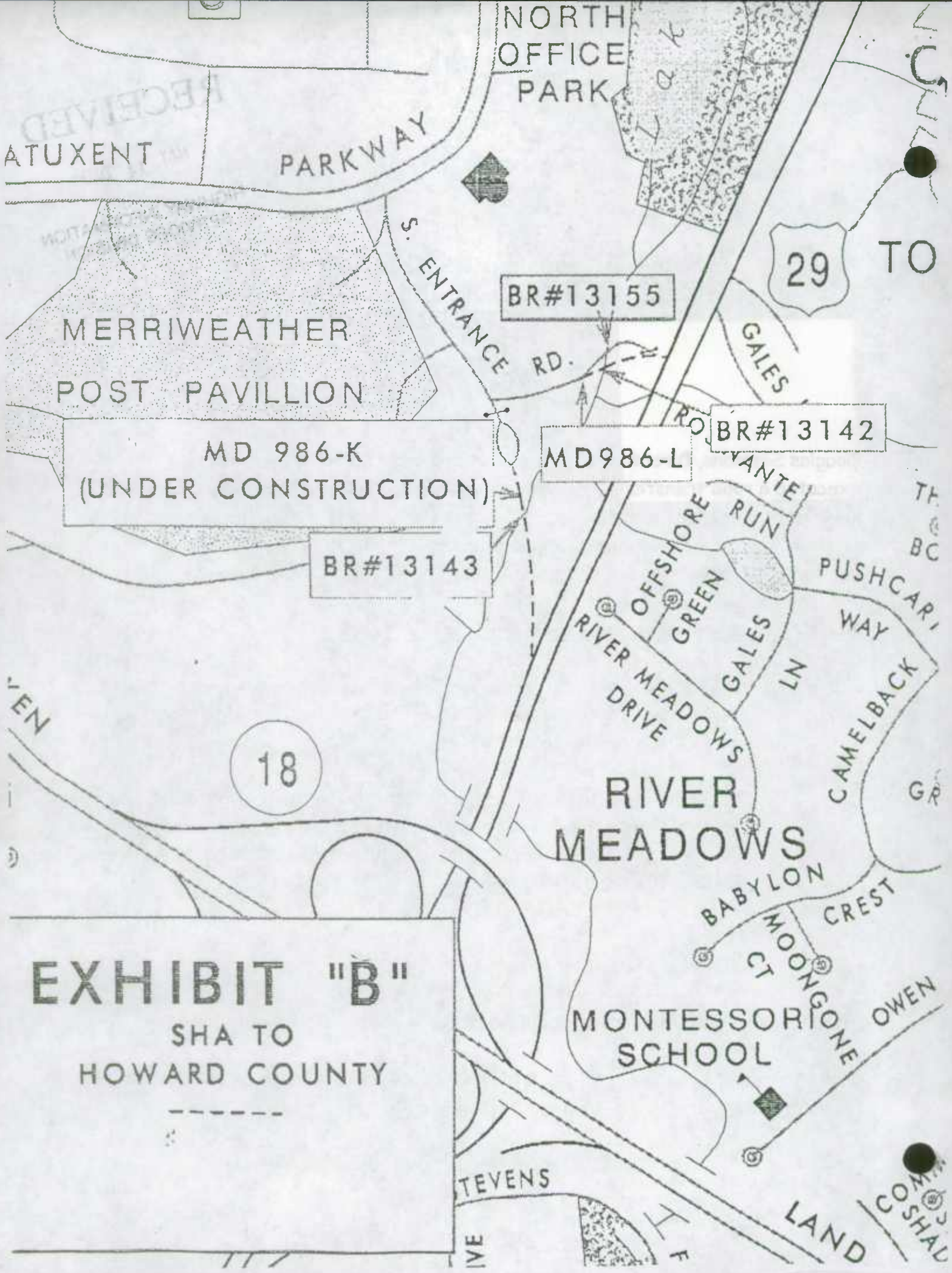

EXHIBIT "B"

SHA TO
HOWARD COUNTY

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

State Highway Administration
Driven to Excel
Maryland Department of Transportation

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

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

May 5, 2003

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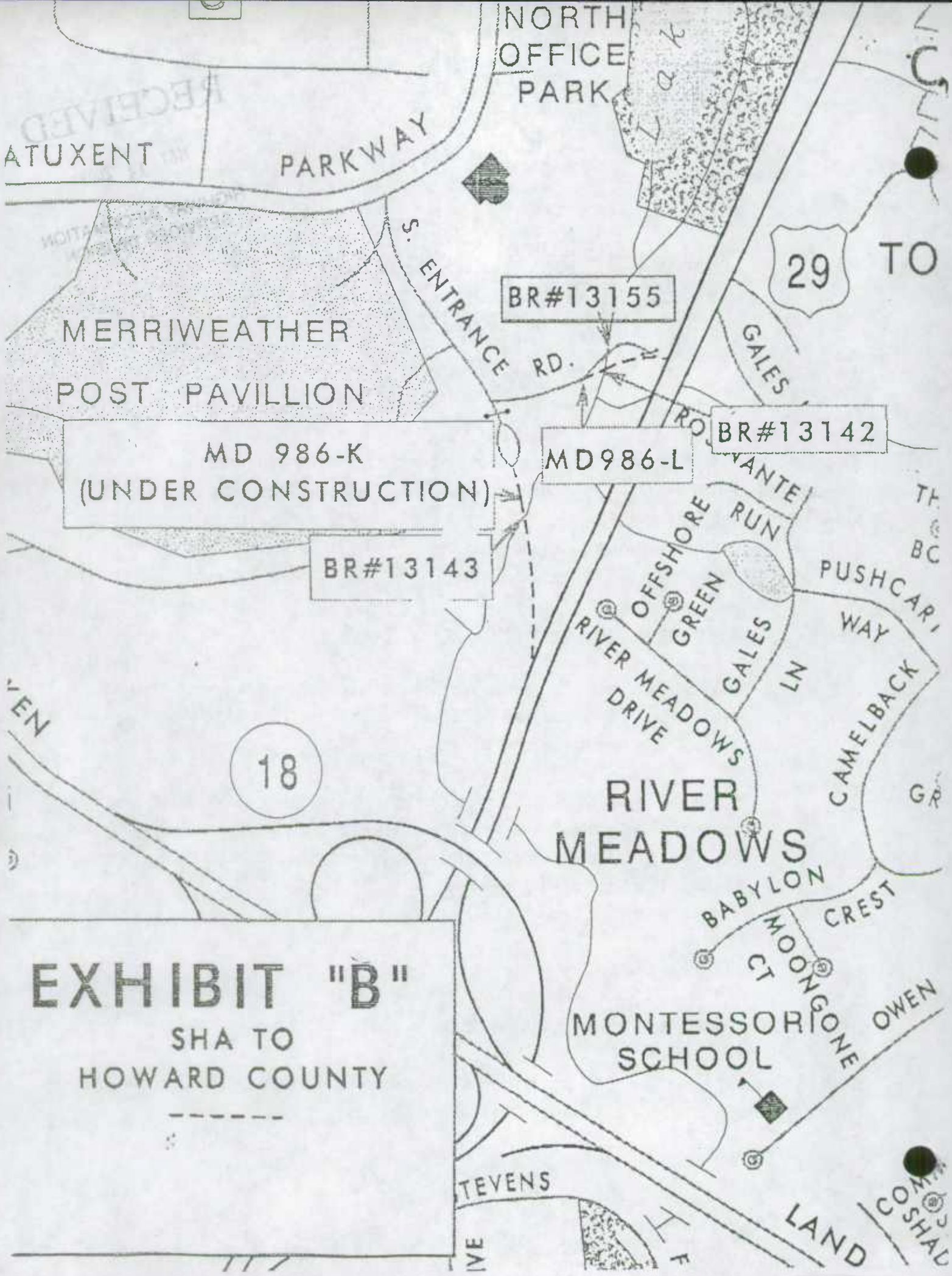
NORTH
OFFICE
PARK
ATUXENT
PARKWAY
S. ENTRANCE RD.
BR#13155
29
TO
MERRIWEATHER
POST PAVILLION
GALES
MD 986-K
(UNDER CONSTRUCTION)
MD986-L
BR#13142
BR#13143
OFFSHORE
RUN
PUSHCART
WAY
GREEN
GALES
LN
RIVER MEADOWS
DRIVE
CAMELBACK
18
RIVER
MEADOWS
BABYLON
CREST
MOONSTONE
CT
MONTESSORI
SCHOOL
OWEN
STEVENS
LAND
EXHIBIT "B"
SHA TO
HOWARD COUNTY

S.H.A.

Mr. S. Ade
Mr. M. Baxter
Ms. Rose Davis
Mr. Robert Fisher (District 7)
Mr. Steve Foster
Ms. C. Simpson
Mr. D. German
Mr. G. Hadel
Mr. T. Hicks
Mr. R. Harrison
Mr. E. S. Freedman
Mr. Ray Johnson (District 7)
Mr. Ed Schmidbauer
Mr. A. Lijewski
Mr. K. McClelland
Mr. J. Miller
Mr. Patrick Minnick (District 7)
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

Howard County, Maryland

Mr. James M. Irwin, Director
Department of Public Works
3430 Court House Drive
Ellicott City, Maryland 21043

(5 copies) Mr. Russ Atwood
Bureau of Engineering
9250 Bendix Drive
Columbia MD 21045

May 13, 2003

MEMORANDUM

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

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

R.M.P., Sr.

SUBJECT: Road Transfer to Howard County

MD 986K (including replacement bridge no. 13143) and MD Rte. 986L (excluding bridge no. 13142) which is to be demolished

Item No.: 87797

Enclosed is a copy of a fully executed Road Transfer Deed dated May 2, 2003.

RECEIVED

MAY 14 2003

HIGHWAY INFORMATION SERVICES DIVISION

RMP:seb
Attachment: Copy of Road Transfer Deed

RECEIVED

MAY 14 2003

HIGHWAY INFORMATION
SERVICES DIVISION

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 2nd day of May, 2003, 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 Howard 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, by Memorandum of Understanding dated November 15, 2002, (the "MOU") page 12 paragraph M, (a copy of which is attached hereto and labeled EXHIBIT "A") the Highway Administration has agreed to transfer to the County the hereinafter described sections of road 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 "Roadways") as shown on EXHIBIT "B" attached hereto and incorporated herein:

SHA to Howard County, Maryland:

MD 986K - (South Entrance Road) From the right of way line of US Rte. 29 to its tie-in to the County owned South Entrance Road, to include replacement Bridge No. 13143 over Little Patuxent River a distance of 0.10± mile

MD 986L - (South Entrance Road) From the right of way line of US Rte. 29 to its tie-in to the County owned South Entrance Road, excluding Bridge No.

13142 (which is to be demolished), over the Little Patuxent River, a distance of 0.07± mile
Total Mileage to the County - 0.17± miles

Item No.: 87797

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

A. The effective date of transfer of the maintenance of the Roadways to the County is the date of this Agreement.

B. The Roadways 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 0.17± mile) beginning July 1st of the year following the date as set forth in Item B above.

D. Except for Bridge No. 13143, which shall be reconstructed, the transfer of the Roadways to the County is made under the terms of the MOU 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 Roadways as of the effective date of transfer as set forth in Item A above.

3. The Highway Administration will hereafter prepare a deed conveying the Roadways to the County subject to the approval of the Board of Public Works of Maryland. The executed deed will be presented to the party of the second part for recordation within thirty (30) calendar days of the date of the Board of Public Works approval.

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

RECOMMENDED FOR APPROVAL

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 20th day of
February, 2003.

_____
Chief, Utility and Road
Conveyance Section

_____
Special Counsel

HOWARD COUNTY
SIGNATURE PAGE

RECOMMENDED FOR APPROVAL

Raquel Sanudo
Chief Administrative Officer

HOWARD COUNTY, MARYLAND

By: James N. Robey
County Executive

APPROVED BY DEPARTMENT OF PUBLIC WORKS

4/17/03
James M. Irvin, Director

APPROVED FOR SUFFICIENCY OF FUNDS

Dale B. Neubert, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY ON THIS 24th DAY OF April, 2003

Barbara M. Cook
County Solicitor

EXHIBIT "A"

salaries and payroll burden, for design, right-of-way acquisition and construction of the PROJECT. The COUNTY agrees to increase its monetary commitment for construction, if necessary, prior to acceptance of SHA's construction contractor's awarded bid.

D. Whenever the approval of the COUNTY is required, such approval shall not be unreasonably withheld or delayed. The parties hereto agree to cooperate with each other to accomplish the terms and conditions of this MOU.

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

F. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.

G. SHA shall make a good faith effort to commence the construction of the PROJECT within ninety (90) days of the date the Notice of Award is issued.

H. If SHA is delayed, hindered, or prevented from performing any act or thing required to be performed pursuant to the terms of this MOU because of budgetary constraints, strikes, lockouts, casualties, acts of God, labor troubles, material shortages, riots, insurrections, war or other causes beyond its reasonable control, then the performance of such act or thing shall be excused for the period of delay and time for performance of any act or thing shall be extended for a period equal to the period of such delay.

I. Following completion of construction of the PROJECT, and acceptance of construction by SHA and the COUNTY, the COUNTY shall accept ownership, inspection and maintenance responsibilities for the RS, the RIGHT-IN/RIGHT-OUT and the PED PATH up to the right-of-way limits of US 29.

J. Following completion of construction of the PROJECT, and acceptance of construction by SHA and the COUNTY, SHA shall continue to exercise ownership, inspection and maintenance responsibilities for the BRIDGE.

K. By execution of this MOU, the COUNTY grants SHA a right-of-entry in perpetuity to all COUNTY owned property required to inspect and maintain the BRIDGE.

L. The recitals (WHEREAS clauses) are incorporated herein as part of this MOU.

M. As part of the consideration for this MOU and the PROJECT, SHA and the COUNTY mutually agree they shall enter into a road transfer agreement with the COUNTY accepting into COUNTY ownership and maintenance MD 986K from the US 29 right-of-way line of through highway to its tie-in to the COUNTY owned South Entrance Road and MD 986L from the US 29 right-of-way line of through highway to its tie-in to the COUNTY owned South Entrance Road ("TRANSFER ROADWAY"). The COUNTY shall make a good faith effort to execute the TRANSFER ROADWAY agreement prior to Notice to Proceed of construction activities, and will accept and record the SHA quit claim deed for the TRANSFER ROADWAY within forty-five (45) calendar days of receipt thereof.

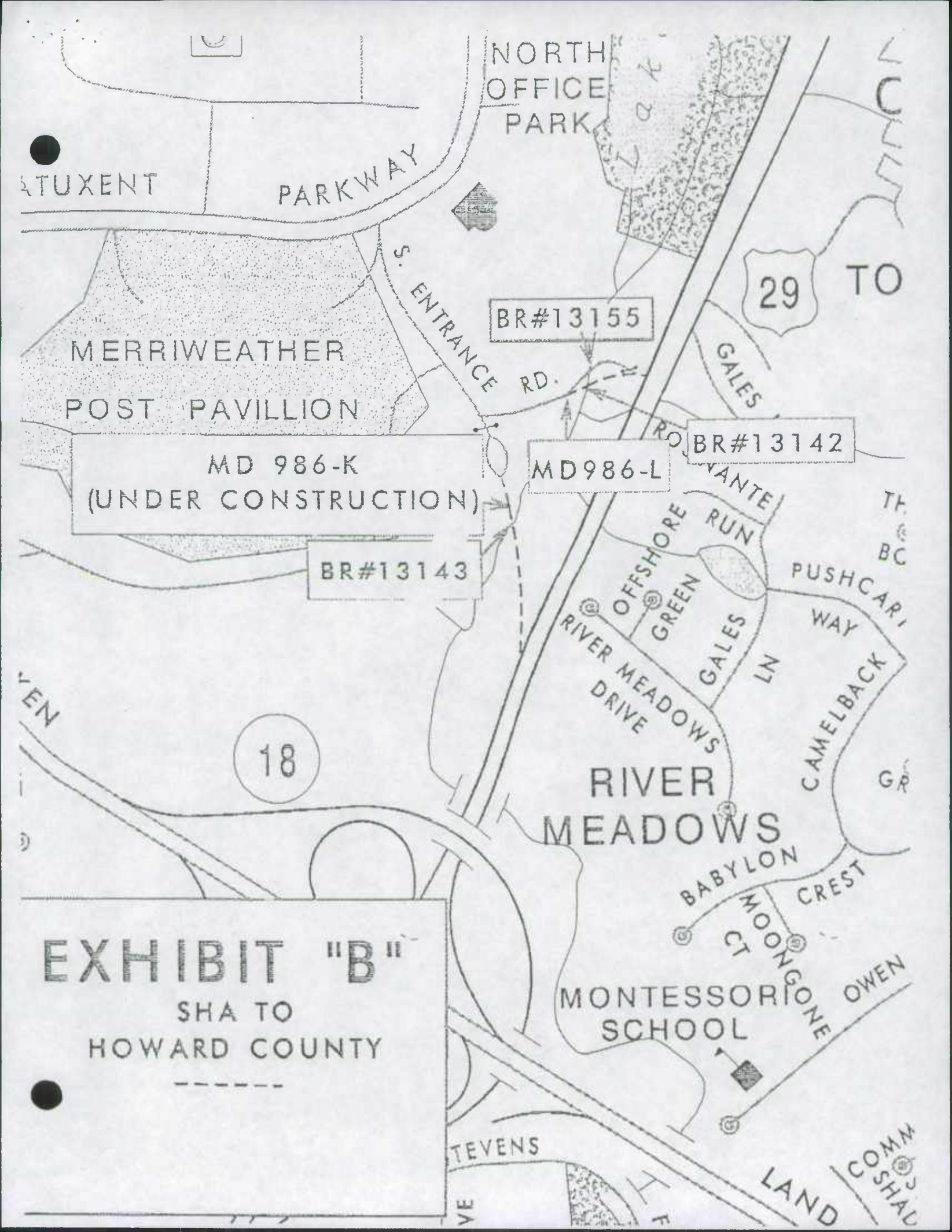

EXHIBIT "B"

SHA TO HOWARD COUNTY

May 13, 2003

MEMORANDUM

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

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

R.M.P., Sr.

SUBJECT: Road Transfer to Howard County

MD 986K (including replacement bridge no. 13143) and MD Rte. 986L (excluding bridge no. 13142) which is to be demolished

Item No.: 87797

Enclosed is a copy of a fully executed Road Transfer Deed dated May 2, 2003.

RECEIVED

MAY 14 2003

HIGHWAY INFORMATION SERVICES DIVISION

RMP:seb
Attachment: Copy of Road Transfer Deed

RECEIVED

MAY 14 2003

HIGHWAY INFORMATION
SERVICES DIVISION

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WHEREAS, by Memorandum of Understanding dated November 15, 2002, (the "MOU") page 12 paragraph M, (a copy of which is attached hereto and labeled EXHIBIT "A") the Highway Administration has agreed to transfer to the County the hereinafter described sections of road 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:

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Total Mileage to the County - 0.17± miles

Item No.: 87797

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RECOMMENDED FOR APPROVAL

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 20th day of
February, 2003.

_____
Chief, Utility and Road
Conveyance Section

_____
Special Counsel

HOWARD COUNTY
SIGNATURE PAGE

RECOMMENDED FOR APPROVAL

Raquel Sanudo
Chief Administrative Officer

HOWARD COUNTY, MARYLAND

By: _____
James N. Robey
County Executive

APPROVED BY DEPARTMENT OF PUBLIC WORKS

4/17/03
James M. Irvin, Director

APPROVED FOR SUFFICIENCY OF FUNDS

Dale B. Neubert, Director
Department of Finance

APPROVED FOR FORM AND LEGAL
SUFFICIENCY ON THIS 24th
DAY OF April, 2003

Barbara M. Cook
County Solicitor

EXHIBIT "A"

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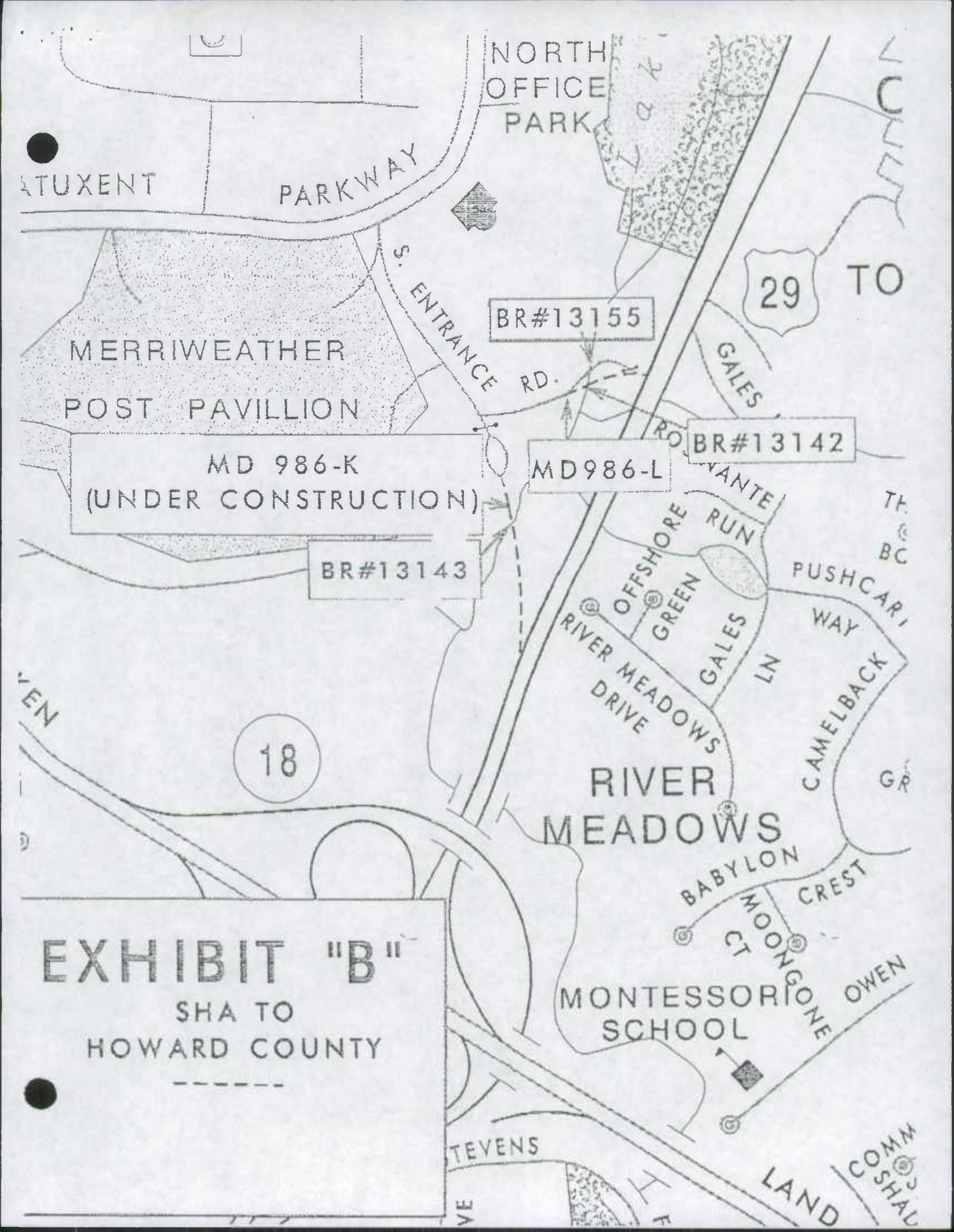


EXHIBIT "B"

SHA TO
HOWARD COUNTY

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

December 9, 2002

MEMORANDUM

TO: Kevin J. Powers, Manager
State and Local Roadway Systems
Highway Information Service Division

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

SYBJECT: Conveyance of Meadowbrook Lane to
Howard County –
MD 100-K, now Co 3233

The purpose of this memorandum is to confirm our conversation of December 4, 2002 concerning the ownership status of Meadowbrook Lane. The subject roadbed was not transferred to Howard County by way of the standard road transfer process but was in fact conveyed to the County as part of an excess land parcel to which the County took ownership during the year 2000.

The extra land parcel included Meadowbrook Lane extending from MD 100J (Long Gate Parkway) to Sybert Drive, a total distance of approximately 1.03± miles. The SHA no longer has any maintenance or ownership responsibilities for the subject road.

If additional information is needed, please contact our office.

RECEIVED

DEC 10 2002

HIGHWAY INFORMATION
SERVICES DIVISION

SNC:seb
Cc: Tom Heimiller
Jim Franklin
Bobby Fisher
Dave Coyne
Pat Minnick

2811

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

...\B3D12cinde.inx Dec. 23, 2002 10:09:56

09/06/00

Howard County to SHA

Transfer of Co 2891, Co 2892(MD 732R/ MD 732V)

HISD was notified by Bob Merritt of the Office of Bridge Inspection on August 23, 2000 that Howard County structures numbered HO-190, HO-191, and HO-192 were transferred back into the state system. Bob Merritt did not know of the transfer, dated July 19,1999, until Dave Logan forwarded a fax to him from Howard County. Bob then notified Alan Lijewski, HISD, of the transfer and inquired whether HISD was ever aware of the transfer. Alan obtained a copy of the agreement from Bob Merritt and after researching the transfer database and files, no record of the transfer could be found. Alan then contacted Barry Scherer of Records and Reseach to inquire about the transfer agreement.

Barry found the transfer agreement, which was approved by both Steve Clarke and Neil Pedersen, and was going to look into why these roads were transferred back to SHA after only being transferred to Howard County in 1997.

Alan then sent an e-mail to Steve Clarke notifying him that HISD had not received any notification of this transfer and that HISD must be notified of all transactions between SHA and county/municipal agencies.

On September 6, 2000, Barry Scherer contacted Alan Lijewski about his findings. He found that SHA has future plans for the MD 32 corridor in Anne Arundel and Howard County and SHA is attempting to re-attain the pieces of MD 732 that were transferred to Howard and Anne Arundel County several years ago. The transfer of the roads and bridges involved was apparently pushed through by upper level management due to continuing political pressure.

Therefore, County road 2891 and a portion of County road 2892 have effectively been transferred from Howard County to SHA. These roads are to receive the same state route designation(MD 732R/MD 732V) that they held prior to the initial transfer to Howard County in 1997.

The transfer processing date is **September 6, 2000.**

The **effective** date of the transfer is **July 19, 1999.**

A.Lijewski

COVER SHEET

FAX

To: Dave Logan, Bridge Inspection
Fax #: 410-209-5047
Subject: Road Transfer Agreement
Date: August 16, 2000
Pages: 9

Comments:

Dave,

Attached is the road transfer agreement for the three bridges we talked about. It transfers HO-190, HO-191, & HO-192 back to your system.

From the desk of...

cc

Jay Steimetz, PE
Project Manager
Howard County, Division of Transportation
Projects & Watershed Management
3450 Court House Drive
Ellicott City, Maryland 21043

410-313-4004
Fax: 410-313-3435

2

Howard County
Internal Memorandum

SUBJECT: Road Transfer Agreement, July 19, 1999

TO: Andrew Daneker, Chief
Bureau of Highways, DPW

Elizabeth Calia, Chief
Transportation and Watershed Management Division
Bureau of Engineering, DPW

FROM: Alan Ferragamo
Assistant to the Director, DPW AMF

DATE: August 3, 1999

SHA and the County have now executed a Road Transfer Agreement. This transfer principally involves SHA retaining responsibility of the following infrastructure:

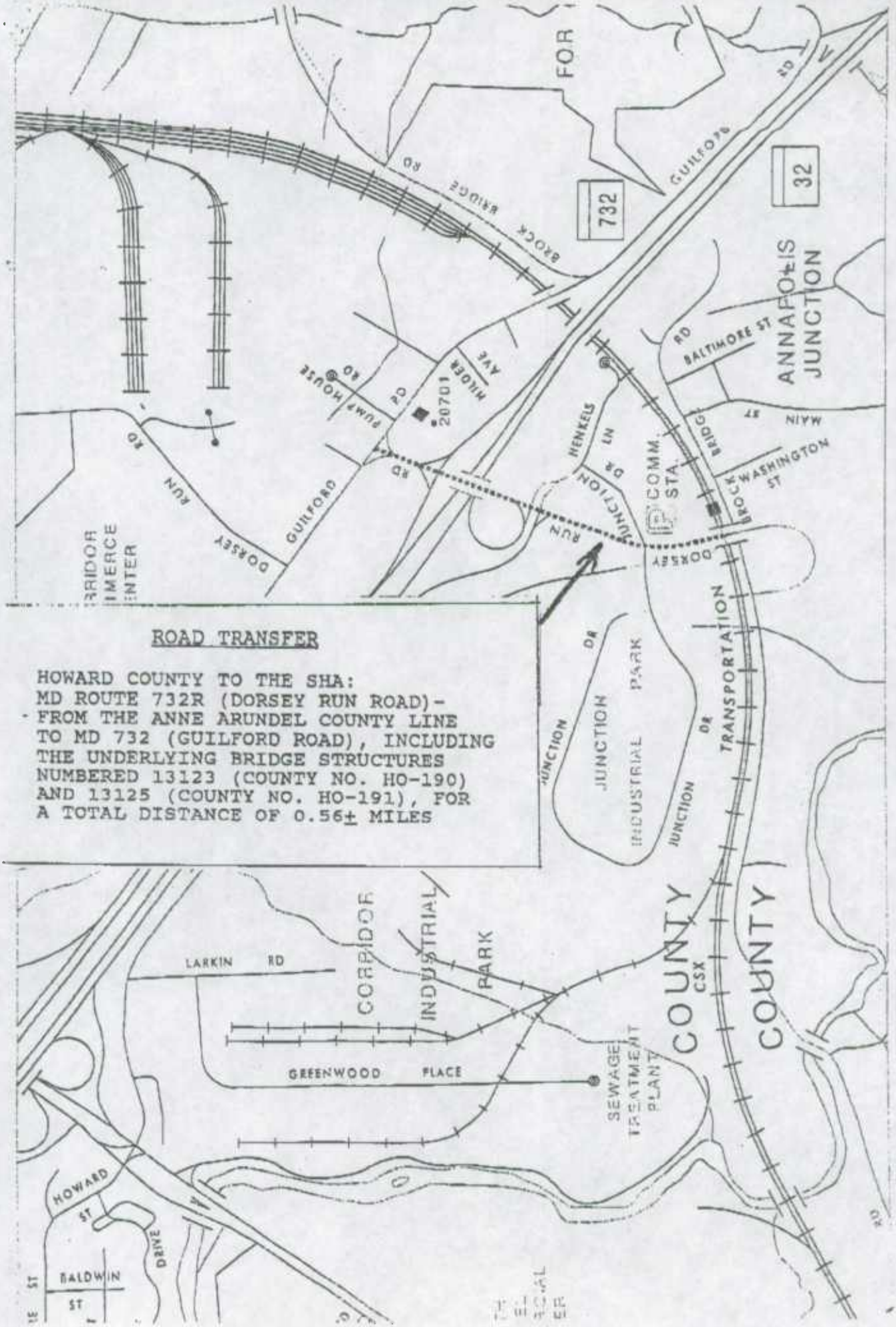
- Dorsey Run Road structures HO-190 and HO-191
- Great Star Drive, structure HO-192

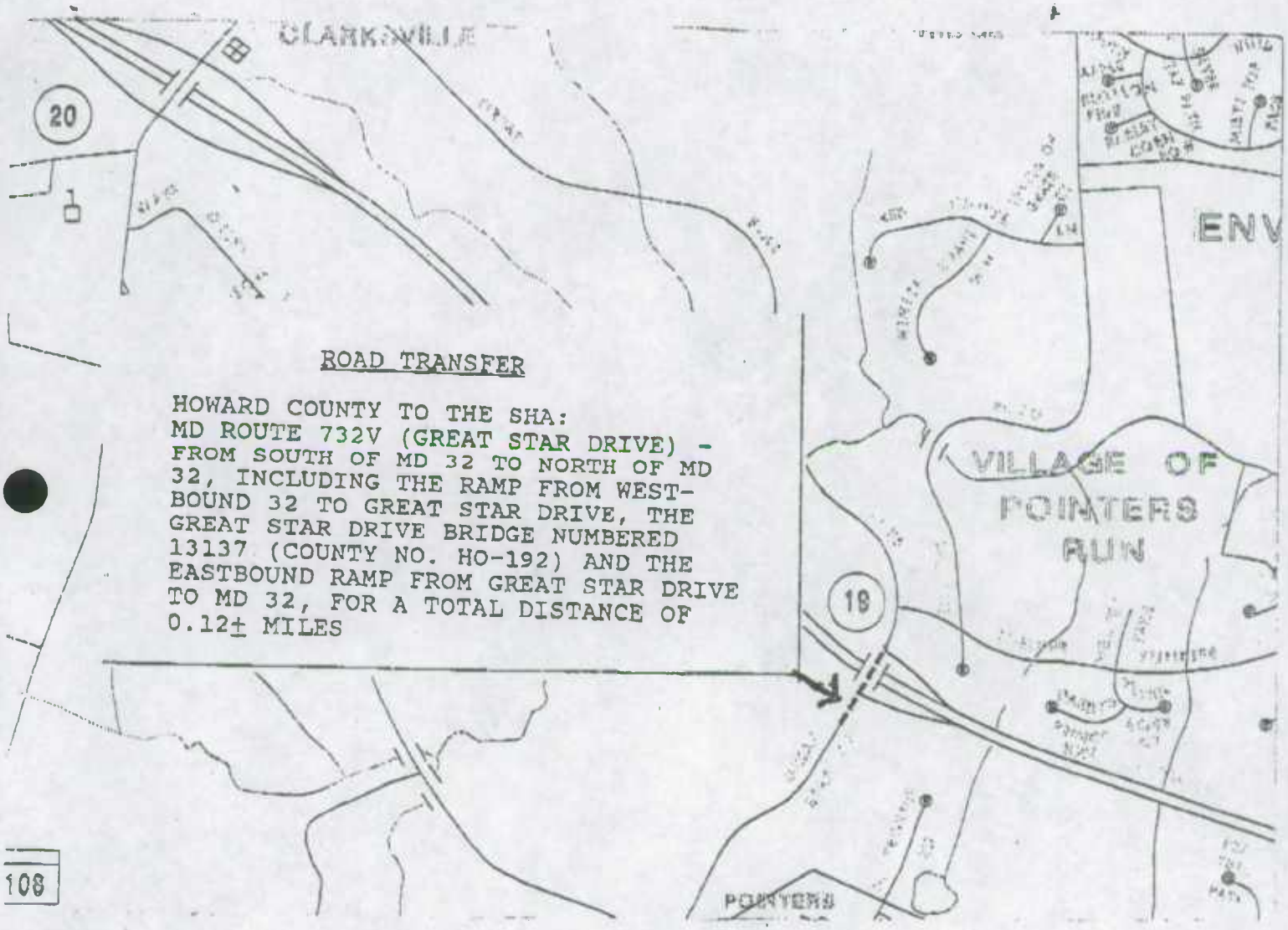
Your copy of this agreement is attached. Please share it with the appropriate staff in your organizations. The original will be retained in the Real Estate Services Division.

Attachment

cc: J.M. Irvin
E. Hackett, w/original
R. Lepson
M. Kelly

F:\WPDOCS\AL\Ardtacala.frm


ROAD TRANSFER
HOWARD COUNTY TO THE SHA:
MD ROUTE 732R (DORSEY RUN ROAD)-
FROM THE ANNE ARUNDEL COUNTY LINE
TO MD 732 (GUILFORD ROAD), INCLUDING
THE UNDERLYING BRIDGE STRUCTURES
NUMBERED 13123 (COUNTY NO. HO-190)
AND 13125 (COUNTY NO. HO-191), FOR
A TOTAL DISTANCE OF 0.56± MILES
732
32
ANNAPOLIS JUNCTION
BALTIMORE ST
MAIN ST
BROCK BRIDGE RD
GUILFORD RD
DORSEY RUN RD
PUMP HOUSE RD
MILDER AVE
20701
HENKELS LN
JUNCTION DR
COMM. STA.
BROCK BRIDGE
WASHINGTON ST
JUNCTION DR
INDUSTRIAL PARK
TRANSPORTATION
COUNTY
CSX
LARKIN RD
CORRIDOR
INDUSTRIAL
PARK
GREENWOOD PLACE
SEWAGE TREATMENT PLANT
HOWARD ST
DRIVE
BALDWIN ST



ROAD TRANSFER

HOWARD COUNTY TO THE SHA:
MD ROUTE 732V (GREAT STAR DRIVE) - FROM SOUTH OF MD 32 TO NORTH OF MD 32, INCLUDING THE RAMP FROM WEST-BOUND 32 TO GREAT STAR DRIVE, THE GREAT STAR DRIVE BRIDGE NUMBERED 13137 (COUNTY NO. HO-192) AND THE EASTBOUND RAMP FROM GREAT STAR DRIVE TO MD 32, FOR A TOTAL DISTANCE OF 0.12± MILES

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 19TH day of JULY, 1999, 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 Howard 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 County has agreed to transfer to the Highway Administration the hereinafter described sections of road which heretofore were constructed by the Highway Administration (which were previously transferred to the County by a Road Transfer Agreement dated April 23, 1997) and the Highway Administration has agreed to accept back portions of the said routes as an integral part of the State 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 County does hereby transfer unto the Highway Administration and the Highway Administration does hereby accept from the County ownership, control and jurisdiction over and responsibility for the maintenance of the following described sections of highway and mileage as part of the State highway system, (hereinafter collectively referred to as the "Roadways") as shown on the Exhibits labeled Howard County to the S.H.A. attached hereto and incorporated herein:

Howard County to the SHA:

MD Route 732R (Dorsey Run Road) - From the Anne Arundel County Line to MD 732 (Guilford Road), including the underlying bridge structures numbered 13123 (County no. HO-190) and 13125 (County no. HO-191), for a total distance of 0.56± miles

MD Route 732V (Great Star Drive) - From south of MD 32 to north of MD 32, including the ramp from westbound 32 to Great Star Drive, the Great Star

Drive Bridge numbered 13137 (County no. HO-192) and the eastbound ramp from Great Star Drive to MD 32, a total distance of 0.12± miles

Total mileage to the S.H.A. - 0.68± miles

Item No.: 85485

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

   A. The effective date of transfer of the Roadways back to the Highway Administration shall be upon the date of this agreement.

   B. The Roadways will be included in the SHA's inventory as of June 1, 1999.

   C. The basis for the allocation of funds to the SHA will include the Roadways (i.e., the additional 0.68± mile beginning July 1, 1999).

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

   E. The SHA hereby accepts jurisdiction over and responsibility for the maintenance of Roadways as of the date of this Agreement.

3. The above transfer will apply only to the transfer of the maintenance back to the State of the Roadways (being priorly labeled by the Highway Administration as former MD Rtes. 732R and 732V, as specified above), which were previously transferred to the County by agreement dated April 23, 1997. Furthermore, since the Highway Administration has never quit claimed or deeded the Roadways to the County it will not be necessary for the County to prepare a deed conveying the Roadways back to the State Highway Administration.

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:

Paul Jones

By: Neil J. Pedersen

Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 28TH day of
APRIL, 1999.

RECOMMENDED FOR APPROVAL

Stephen A. Clarke Jr.

Chief, Utility and Road
Conveyance Section

Peter Fair Farley

Special Counsel

HOWARD COUNTY
SIGNATURE PAGE

RECOMMENDED FOR APPROVAL

Raquel Sanudo
Chief Administrative Officer

HOWARD COUNTY, MARYLAND

By: James N. Robey
County Executive

APPROVED BY DEPARTMENT OF PUBLIC WORKS

7/2/99
James M. Irvin, Director

APPROVED FOR SUFFICIENCY OF FUNDS

Dale Neubert, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY ON THIS 13th day of July, 1999

Barbara M. Cook
County Solicitor Acting

Howard

Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary

Parker F. Williams
Administrator

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

April 23, 1997

Neil J. Pedersen, Director of Office of Planning and Preliminary Engineering executed a road transfer agreement dated April 23, 1997, between the State Highway Administration and Howard County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement. The transfer of MD 732W will become effective upon completion of construction of bridge structures #13024 and #13025. Futhermore, the effective date of transfer of MD 732, 732B, C,D,I,L,N,Q,R,S,T,U, and V shall be upon complete approval and execution of this agreement.

HO-663-501-780

State Highway Administration to Howard County, Maryland

a. MD Route 732 (Guilford Road) - from Anne Arundel County Line to County Road numbered 1910 Old Guilford Road, including structure #13029, being a distance of 3.78 ± miles.
CO 1910

b. MD Route 732B (Harriet Tubman Lane) - from MD Route 732I (Cedar Lane) to Freetown Road, a distance of 1.01 ± miles.
CO 2886

c. MD Route 732C (Grace Drive) - from MD Route 732I (Cedar Lane) to Road End, a distance of .84 ± mile.
CO 2887

d. MD Route 732D (Old Guilford Road) - from Cul-De-Sac west of ~~MD Route 732I~~ CO 1721 (Cedar Lane) to road end, a distance of 0.15 ± mile.
CO 2888

e. MD Route 732I (Cedar Lane) - from Ramp #5 of MD Route 32 to 0.02 ± mile south of Corina Court, including structure #13136, a distance of 0.56± mile.
CO 82

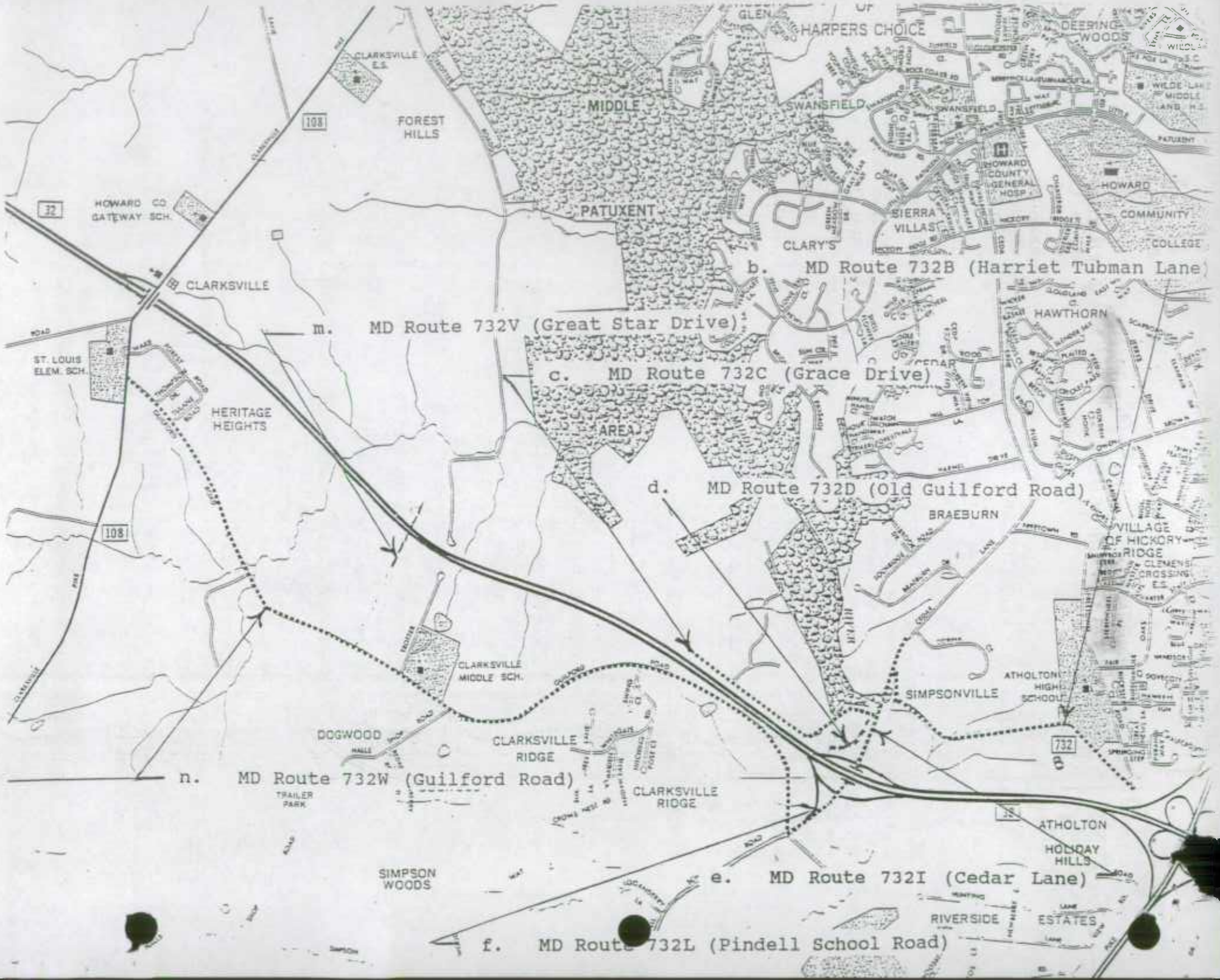
f. MD Route 732L (Pindell School Road) - from Ramp #5 of MD Route 32 to County Road numbered 108 (Sanner Road) a distance of 0.26 ± mile.
CO 93

g. MD Route 732N (Ten Oaks Road) - from Ten Oaks Road to MD Route 32, a distance of 0.04 ± miles.
CO 558

My telephone number is 545-2811

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

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


GLEN
HARPERS CHOICE
DEERING WOODS
CLARKSVILLE E.S.
MIDDLE
SWANSFIELD
FOREST HILLS
108
32
HOWARD CO. GATEWAY SCH.
PATUXENT
HOWARD COUNTY GENERAL HOSP.
HOWARD COMMUNITY COLLEGE
SIERRA VILLAS
CLARY'S
b. MD Route 732B (Harriet Tubman Lane)
CLARKSVILLE
m. MD Route 732V (Great Star Drive)
HAWTHORN
ST. LOUIS ELEM. SCH.
c. MD Route 732C (Grace Drive)
HERITAGE HEIGHTS
AREA
d. MD Route 732D (Old Guilford Road)
BRAEBURN
VILLAGE OF HICKORY RIDGE
CLEMENS CROSSING E.S.
CLARKSVILLE MIDDLE SCH.
SIMPSONVILLE
ATHOLTON HIGH SCHOOL
732
DOGWOOD
CLARKSVILLE RIDGE
n. MD Route 732W (Guilford Road)
TRAILER PARK
CLARKSVILLE RIDGE
ATHOLTON
HOLIDAY HILLS
SIMPSON WOODS
e. MD Route 732I (Cedar Lane)
RIVERSIDE ESTATES
f. MD Route 732L (Pindell School Road)

h. MD Route 732Q (East Linden Church Road) - from MD Route 32 to Greenberry Lane (ahead), a distance of 0.20 ± mile.
CO 2889
CO 2890

i. MD Route 732R (Dorsey Run Road) - from Anne Arundel County Line to MD Route 732 (Guilford Road), including structures numbered 13123 and 13125, a distance of 0.56 ± mile. (1)
CO 2891

j. MD Route 732S (Henkel's Lane) - from MD Route 732R (Dorsey Run Road) to Henkel's Lane (ahead), a distance of 0.14 ± mile.
CO 1667

k. MD Route 732T (Corridor Road) - from Corridor Road to Junction Drive, a distance of 0.03 ± mile.
CO 1066

l. MD Route 732U (Junction Drive) - from Junction Drive to Junction Drive, a distance of 0.07 ± mile.
CO 2718

m. MD Route 732V (Great Star Drive) - from 0.06 ± mile south of MD Route 32 to 0.06 ± mile north of MD Route 32, including structure numbered 13137, a distance of 0.12 ± mile. (1)
CO 2892

n. MD Route 732W (Guilford Road) - from MD Route 108 to County Road numbered 108 (Sanner Road), including structures numbered 13024 and 13025, a total distance of 2.96 ± miles.
Co 2964

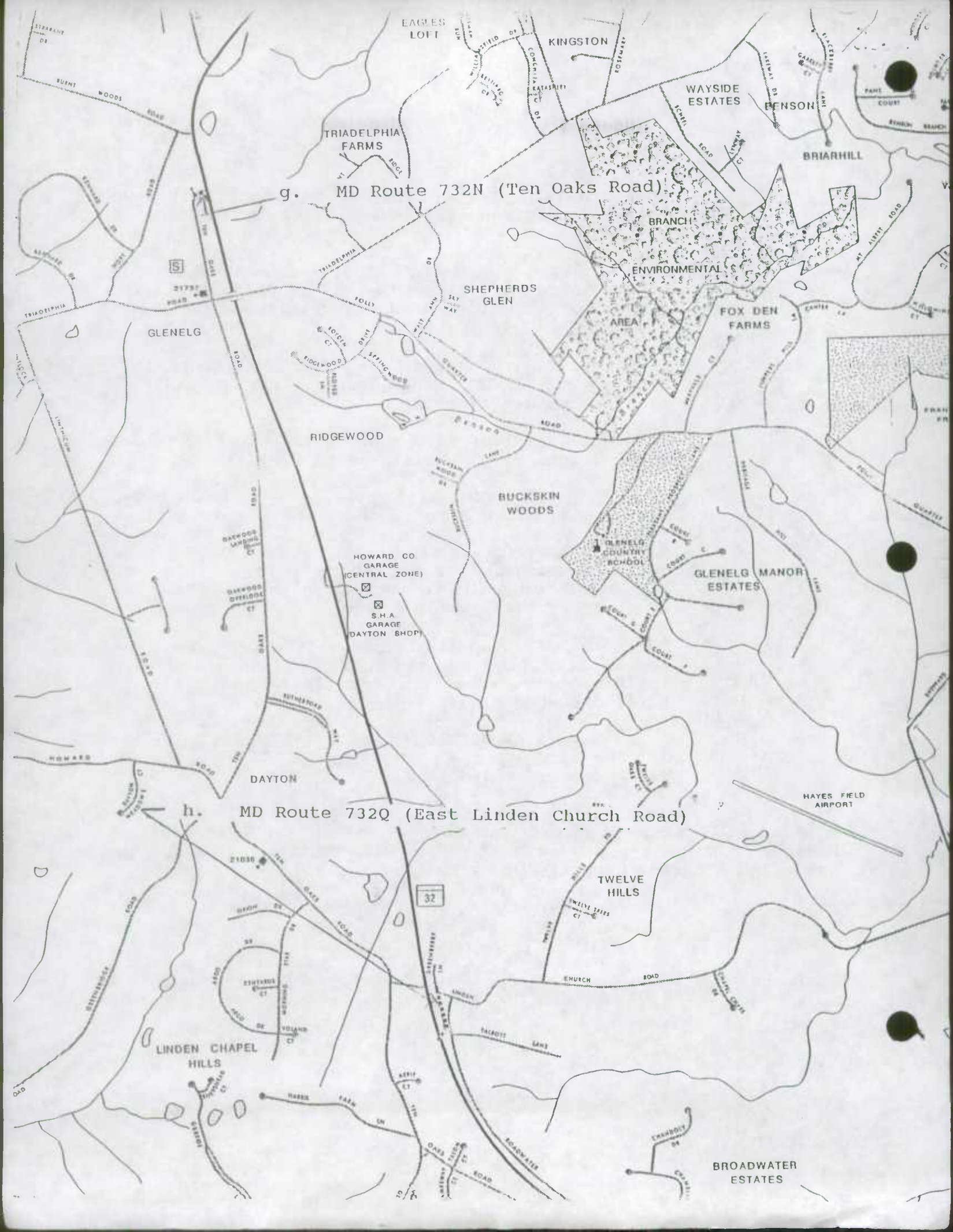
TOTAL MILEAGE: 10.72 ± MILES

Item Number: 85485

Said agreement has previously been executed by the officials of Howard County and approved as to form and legal sufficiency by Assistant Attorney General, Libby Reamer.

(1) - See Transfer agreement 7/19/1999 and Lijewski summary 9/6/2000

SNC:seb


EAGLES LOFT
KINGSTON
WAYSIDE ESTATES
BENSON
BRIARHILL
TRIADELPHIA FARMS
g. MD Route 732N (Ten Oaks Road)
BRANCH
ENVIRONMENTAL
AREA
SHEPHERDS GLEN
FOX DEN FARMS
GLENELG
RIDGEWOOD
BUCKSKIN WOODS
HOWARD CO. GARAGE (CENTRAL ZONE)
S.H.A. GARAGE (DAYTON SHOP)
GLENELG COUNTRY SCHOOL
GLENELG MANOR ESTATES
DAYTON
HAYES FIELD AIRPORT
h. MD Route 732Q (East Linden Church Road)
TWELVE HILLS
LINDEN CHAPEL HILLS
BROADWATER ESTATES

S.H.A.

cc: Mr. M. R. Baxter
Mr. D. A. Bockenek
Mr. W. E. Brauer, III
Mr. R. Burns
Mr. A. M. Capizzi
Mr. D. A. Clifford
Mr. R. L. Daff, Sr.
Mr. R. D. Douglass
Mr. L. H. Ege, Jr.
Mr. R. Fisher
Mr. E. S. Freedman
Mr. D. German
Mr. G. Hadel
Mr. T. Hicks
Mr. E. Homer
Mr. J. Kelly
Mr. W. Kowalsky
Mr. C. Larson
Mr. R. Lipps
Mr. K. McClelland
Mr. J. Miller
Mr. P. Minnick
Mr. A. Moore
Mr. J. Mahorney
Mr. J. Muller
Mr. E. T. Paulis
Mr. N. J. Pedersen
Mr. L. Reamer
Mr. L. Schultz
Mr. K. G. Shelton
Ms. L. Sigwart
Mr. D. Simmons
Mr. D. L. Strausser
Mr. R. Tresselt
Mr. R. Weddle
Mr. P. F. Williams

HOWARD COUNTY OFFICIALS

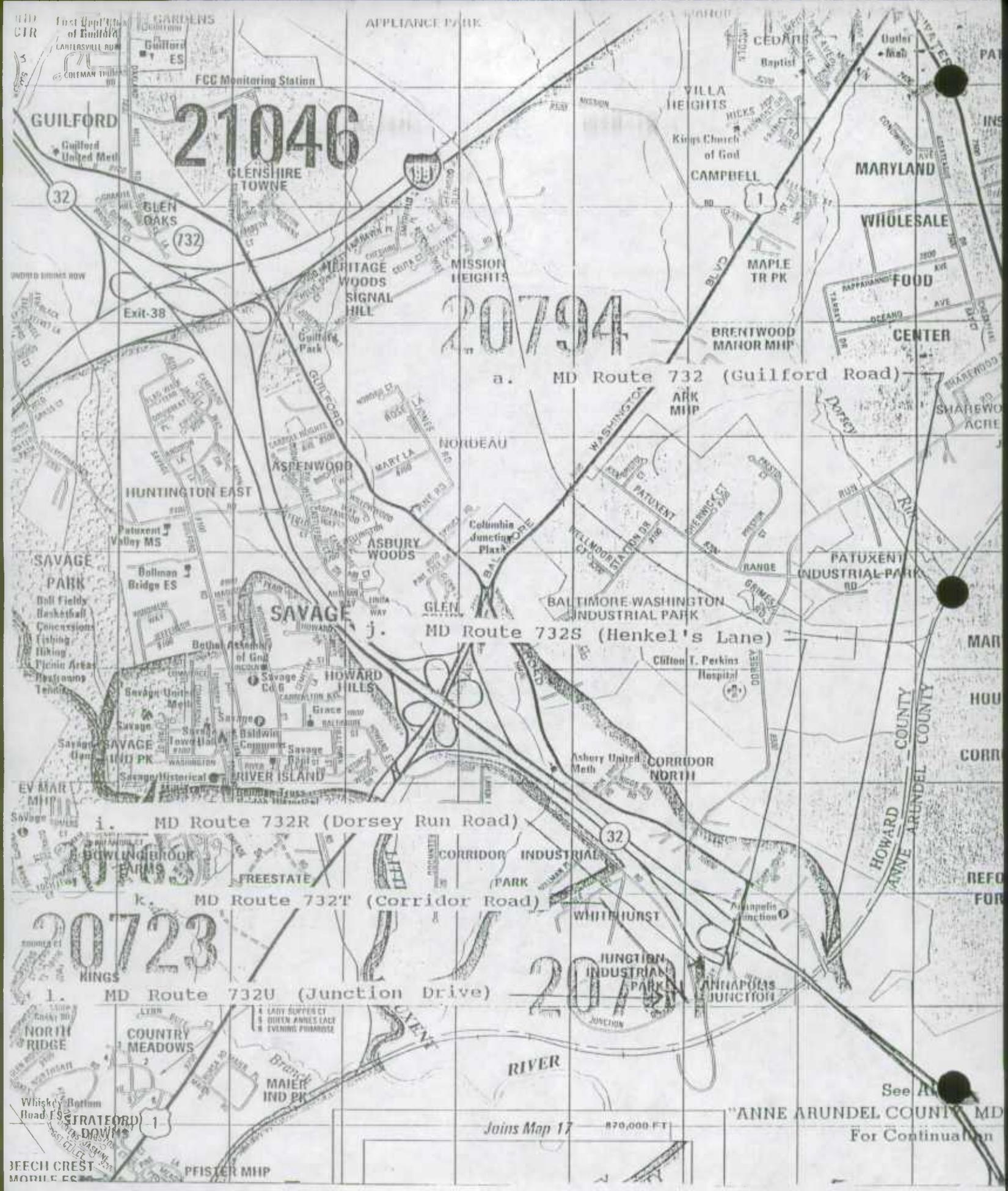
Mr. Charles I. Ecker, County Executive

Ms. Raquel Sunudo, Chief Administrative Officer

Mr. James M. Irvin, Director
Department of Public Works

Mr. Dave Neubert, Director
Department of Finance

Ms. Barbara M. Book, County Solicitor


21046
20794
a. MD Route 732 (Guilford Road)
j. MD Route 732S (Henkel's Lane)
i. MD Route 732R (Dorsey Run Road)
k. MD Route 732T (Corridor Road)
20723
l. MD Route 732U (Junction Drive)
20701
GUILFORD
GLENSHIRE TOWNE
GLEN OAKS
HERITAGE WOODS
SIGNAL HILL
MISSION HEIGHTS
VILLA HEIGHTS
CAMPBELL
MAPLE TR PK
MARYLAND
WHOLESALE
FOOD
CENTER
BRENTWOOD MANOR MHP
ARK MHP
NORDEAU
ASPENWOOD
HUNTINGTON EAST
ASBURY WOODS
SAVAGE PARK
SAVAGE
HOWARD HILLS
RIVER ISLAND
BALTIMORE WASHINGTON INDUSTRIAL PARK
PATUXENT INDUSTRIAL PARK
CORRIDOR NORTH
BOWLINGBROOK FARMS
FREESTATE
CORRIDOR INDUSTRIAL PARK
WHITEHURST
JUNCTION INDUSTRIAL PARK
ANNAPOLIS JUNCTION
NORTH RIDGE
COUNTRY MEADOWS
MAIER IND PK
PFISTER MHP
RIVER
HOWARD COUNTY
ANNE ARUNDEL COUNTY
Joins Map 17
870,000 FT
"ANNE ARUNDEL COUNTY, MD"
For Continuation

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

NJP
10/10/96

October 9, 1996

Director Neil J. Pedersen, Office of Planning and Preliminary Engineering, has approved the following route number redesignation for a portion of MD 176 from US 1 to MD 295 in Anne Arundel and Howard counties.

The redesignation for this section of roadway is MD 103. This redesignation was necessitated by the construction of MD 100 and is effective immediately.

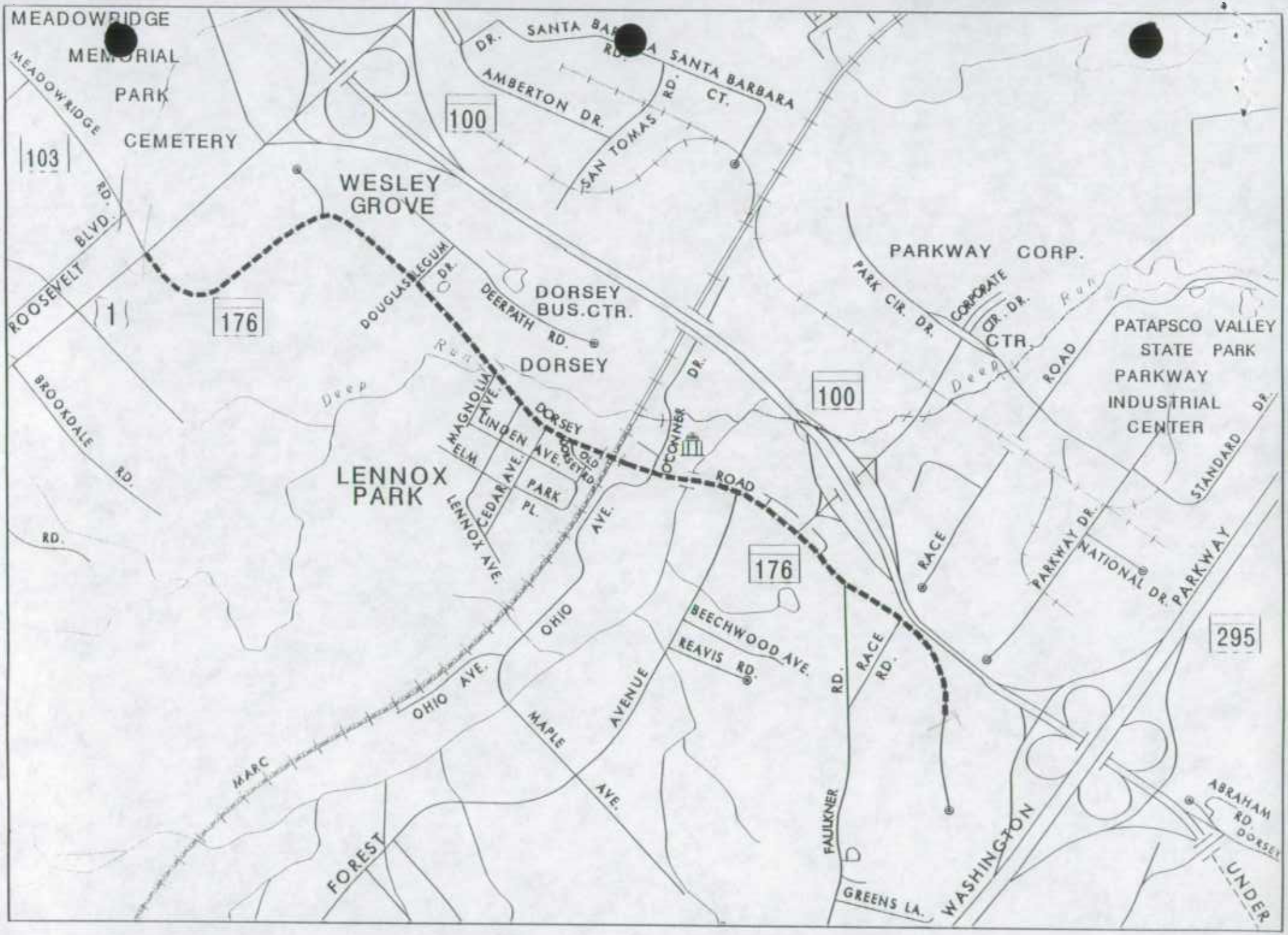
A map indicating the affected roadway is attached.

Attachment

Distribution List

Mr. Paul Armstrong
Mr. Michael Baxter
Mr. Ronald Burns
Mr. Anthony Capizzi
Mr. David Clifford
Mr. John Concannon
Mr. Richard Daff
Ms. Rosemary Davis
Mr. Robert Douglass
Mr. Louis Ege
Mr. Lawrence Elliott
Mr. Robert Finck
Mr. Robert Fisher
Mr. Earle Freedman
Mr. Thomas Hicks
Ms. Elizabeth Homer
Mr. James Kelly
Mr. Leon Kerns
Mr. Jay Mahorney
Mr. Edward Paulis
Mr. Neil Pedersen
Ms. Mary Reichard
Mr. Douglas Rose
Mr. John Scally
Mr. Len Schultz
Mr. Ken Shelton
Mr. Douglas Simmons
Ms. Dolores Strausser
Mr. William Walsek
Mr. Richard Weddle
Mr. Parker Williams
Mr. Russell Yates

Anne Arundel County
Department of Public Works
Howard County
Department of Public Works


MEADOWRIDGE MEMORIAL PARK CEMETERY
MEADOWRIDGE RD.
103
ROOSEVELT BLVD.
1
BROOKDALE RD.
RD.
WESLEY GROVE
176
DOUGLAS
LEGUM DR.
DEERPATH RD.
DORSEY BUS.CTR.
DORSEY
Deep Run
MAGNOLIA AVE.
LINDEN AVE.
ELM
CEDAR AVE.
DORSEY
OLD FOREST RD.
PARK PL.
LENNOX AVE.
LENNOX PARK
OHIO AVE.
OHIO
MARC
FOREST
MAPLE AVE.
AVENUE
O'CONNER DR.
ROAD
BEECHWOOD AVE.
REAVIS RD.
176
100
SANTA BARBARA RD.
SANTA BARBARA
DR.
AMBERTON DR.
SAN TOMAS RD.
CT.
100
PARKWAY CORP.
PARK CIR. DR.
CORPORATE CIR. DR.
CTR.
ROAD
Deep Run
PATAPSCO VALLEY STATE PARK
PARKWAY INDUSTRIAL CENTER
STANDARD DR.
RACE
PARKWAY DR.
NATIONAL DR.
PARKWAY
295
RD.
RACE RD.
FAULKNER
GREENS LA.
WASHINGTON
ABRAHAM RD.
DORSEY
UNDER

RECEIVED
JAN 2 1995
HIGHWAY INFORMATION SERVICES DIVISION

STATE HIGHWAY ADMINISTRATION OF MARYLAND

ROAD IMPROVEMENT REPORT

HPS - 20

SHA 513-23
Rev. 9/88
S. H. A. District No. 7
County Howard

City or Town
For Calendar Year Ending December 31, 1994

ROAD NUMBER	ROAD NAME	LOCATION FROM	LOCATION TO	DESIGNATIONS ON MAP	MILES	ROAD SYSTEM CHANGES SYSTEM TYPE	WIDTH	FROM	TO	MILEAGE ADDITIONS	ABANDONED	REMARKS
CO 1732 D-12C	Old Baltimore Washington Boulevard (a/k/a MD477)	US1	US1	129-94	.06	61		State	CO.	.06		State Construction and Relocation
NEW D-12C	Millers Corner	5700 and 5800 blocks of Montgomery Road, East of M and West of Rockburn Drive. Millers Corner ends in a cu sac.							CO.			Street address change from Montgomery Road
E-11B	River Hill Road (Private)	South side of High Ridge Roa River Hill Road dead ends.							PRI.			Street address change
CO 1217 C-11	Old Woodbine Road	East of Woodbine Road and I-7 interchange South of Old Frederick Road. Old Woodbine Road ends in a 'T' stub.							CO.			Road name change
NEW OP410 C-11	Middletrail Court	16200 block of Old Frederick Road, opposite Camalo Drive. Middletrail Court ends in a cul de sac.							CO.			Street address change from Old Frederick Road. Construction underway

1/3/95
Karl - you may want to place these in the SHA minutes file, since we will probably not receive any other paperwork on this.
KP

It is hereby certified by the undersigned that the additions and revisions reported each year pertain to roads legally a part of the county and/or municipal road system and title to same is vested in the constituted authorities of the political subdivisions for which the report is filed. It is further certified that all roads reported herein shall be at least 30 feet wide or as otherwise specified. (Section 8-411, Transportation Article - 1993 Replacement Volume, and Section 145, Article 25 of the Annotated Code of Maryland - 1990 replacement volume).

T. Hackett

Official Title: Tina D. Hackett, Chief, Real Estate Services Division

Typed By: Debbie Zile, Clerical Technician

Approved By: John O'Hara for

Official Title: James M. Irvin, Director

Date: December 30, 1994

Office Hours: 8:00 - 4:30

Date: December 30, 1994

Phone No. 410-313-2330

RECEIVED
JAN 9 1995
HIGHWAY INFORMATION SERVICES DIVISION

STATE HIGHWAY ADMINISTRATION OF MARYLAND

ROAD IMPROVEMENT REPORT

HPS - 20

SHA 51.3-23
Rev. 9/88
S. H. A. District No. 7
County Howard

City or Town
For Calendar Year Ending December 31, 1994

ROAD NUMBER	ROAD NAME	LOCATION FROM	LOCATION TO	DESIGNATIONS ON MAP	MILES	ROAD SYSTEM CHANGES TYPE	ROAD SYSTEM CHANGES WIDTH	ROAD SYSTEM CHANGES SYSTEM FROM	ROAD SYSTEM CHANGES SYSTEM TO	MILEAGE ADDITIONS	MILEAGE ABANDONED	REMARKS
CO 1732 D-12C C-2662	Old Baltimore Washington Boulevard (a/k/a MD477)	US1	US1	129-94	.06	61		State	CO.	.06		State Construction and Relocation
NEW D-12C	Millers Corner	5700 and 5800 blocks of Montgomery Road, East of MD103 and West of Rockburn Drive. Millers Corner ends in a cul de sac.		130-94				CO.	CO.			Street address change from Montgomery Road
E-11B	River Hill Road (Private)	South side of High Ridge Road. River Hill Road dead ends.		131-94				PRI.	PRI.			Street address change
CO 1217 C-11	Old Woodbine Road	East of Woodbine Road and I-70 interchange South of Old Frederick Road. Old Woodbine Road ends in a 'T' stub.		132-94				CO.	CO.			Road name change
NEW OP410 C-11	Middletrail Court	16200 block of Old Frederick Road, opposite Camalo Drive. Middletrail Court ends in a cul de sac.		133-94				CO.	CO.			Street address change from Old Frederick Road. Construction underway

It is hereby certified by the undersigned that the additions and revisions reported each year pertain to roads legally a part of the county and/or municipal road system and title to same is vested in the constituted authorities of the political subdivisions for which the report is filed. It is further certified that all roads reported herein shall be at least 30 feet wide or as otherwise specified. (Section 8-411, Transportation Article - 1993 Replacement Volume, and Section 145, Article 25 of the Annotated Code of Maryland - 1990 replacement volume).

Prepared By: Tina D. Hackett
Official Title: Tina D. Hackett, Chief, Real Estate Services Division
Typed By: Debbie Zile, Clerical Technician
Approved By: John J. O'Hara FOR
Official Title: James M. Irvin, Director

Date: December 30, 1994
Office Hours: 8:00 - 4:30
Date: December 30, 1994
Phone No. 410-313-2330

RECEIVED
JAN 9 1995
HIGHWAY ADMINISTRATION
SERVICES DIVISION

STATE HIGHWAY ADMINISTRATION OF MARYLAND

ROAD IMPROVEMENT REPORT

HPS - 20

SHA 51.3-23
Rev. 9/88

S. H. A. District No. 7
County Howard

City or Town
For Calendar Year Ending December 31, 1994

ROAD NUMBER	ROAD NAME	LOCATION FROM	LOCATION TO	DESIGNATIONS ON MAP	MILES	ROAD SYSTEM CHANGES SYSTEM TYPE	WIDTH	FROM	TO	MILEAGE ADDITIONS	ABANDONED	REMARKS
CO 0153 D-12D	Elkridge Heights Road			139-94				CO.	CO.			Road name change from Elkridge Heights
CO 2586 D-12C	Wesley Lane			140-94				CO.	CO.			Road name change from Yellow Field Garth by Subdivision Plat 10470
CO 1161 D-11D	Broken Land Parkway West	Little Patuxent Parkway to the interchange centerline station 111+00 East of Hickory Ridge Road		141-94	.55	61	Varies	State	CO.	.55		HO 630-301-770
CO 1161 D-11D	Broken Land Parkway East	Centerline station 146+00 for pavement; 146+85 for grading at interchange river bridge to Steven's Forest Road		142-94	.16	61	Varies	State	CO.	.16		HO 630-301-770
				MILES OF IMPROVED ROADWAY = 24.40				TOTAL MILEAGE ADDED = 18.42				

It is hereby certified by the undersigned that the additions and revisions reported each year pertain to roads legally a part of the county and/or municipal road system and title to same is vested in the constituted authorities of the political subdivisions for which the report is filed. It is further certified that all roads reported herein shall be at least 30 feet wide or as otherwise specified. (Section 8-411, Transportation Article - 1993 Replacement Volume, and Section 145, Article 25 of the Annotated Code of Maryland - 1990 replacement volume).

Prepared By: Tina D. Hackett

Official Title: Tina D. Hackett, Chief, Real Estate Services Division

Typed By: Debbie Zile, Clerical Technician

Approved By: John J. O'Hara rcl

Official Title: James M. Irvin, Director

Date: December 30, 1994

Office Hours: 8:00 - 4:30

Date: December 30, 1994

Phone No. 410-313-2330

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

OCTOBER 12, 1993

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated October 20, 1993, between the State Highway Administration and Howard 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 Howard County:

I. Broken Land Parkway West, from Little Patuxent Parkway to the interchange centerline station 111+00 east of Hickory Ridge Road and associated public improvements as defined in paragraph 1B of the project agreement, as shown in blue on Exhibit "A" reference #1, a total distance of 0.55± miles.

II. Broken Land Parkway East, from centerline station 146+00 for pavement; 146+85 for grading at the interchange river bridge to Steven's Forest Road and associated public improvements, as shown in yellow on Exhibit "A" reference #2, a total distance of 0.16± miles.

III. Broken Land Parkway mainline, from centerline station 111+00 to station 146+00, limited to minor maintenance such as minor surface repairs, lane striping, and snow removal to structures #13129 over U.S. Route 29, #13126 over Little Patuxent River, and #13127 over "Ramp D", as shown in red on Exhibit "A" reference #3, a total distance of 0.66± miles.

IV. Broken Land Parkway East Extension, the southbound roadway of Broken Land Parkway East, from Steven's Forest Road to Snowden River Parkway and associated public improvements, as shown in orange on Exhibit "A" reference #4, a total distance of 1.18± miles.

V. Steven's Forest Road from its existing terminus near Woodside Court West to its existing terminus with former Owen Brown Road near Beechwood Drive, including structure #13130 over Little Patuxent River and associated public improvements, as shown in purple on Exhibit "A" reference #5, a total distance of 0.31± miles.

My telephone number is _____

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

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

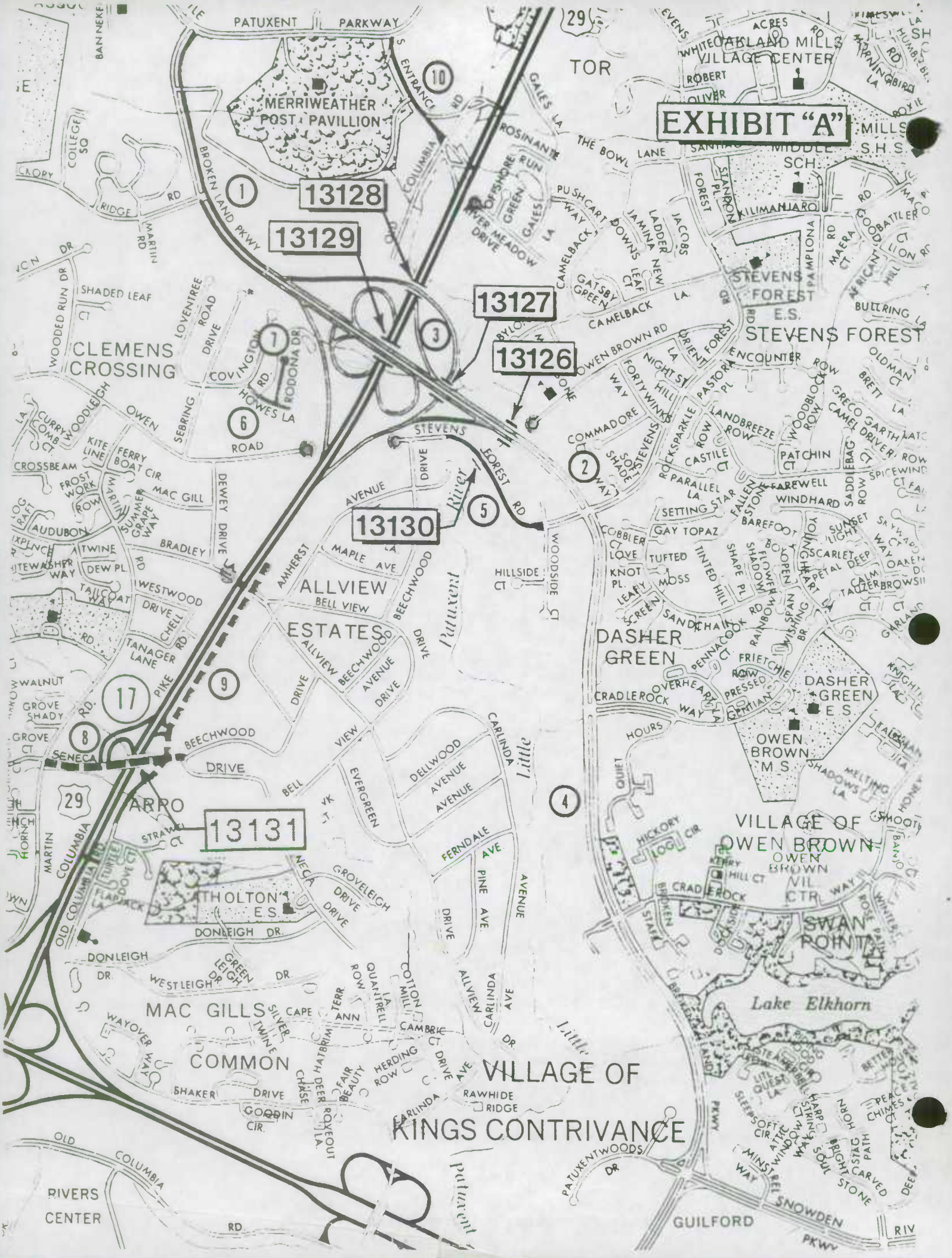


EXHIBIT "A"
13128
13129
13127
13126
13130
13131
PATUXENT PARKWAY
MERRIWEATHER POST PAVILLION
BROKEN LAND PKWY
CLEMENS CROSSING
STEVENS FOREST
STEVENS FOREST E.S.
ALLVIEW ESTATES
DASHER GREEN
DASHER GREEN E.S.
OWEN BROWN M.S.
VILLAGE OF OWEN BROWN
SWAN POINT
Lake Elkhorn
ARRO
THOLTON E.S.
MAC GILLS COMMON
VILLAGE OF KINGS CONTRIVANCE
RIVERS CENTER
GUILFORD
Little Patuxent River
TOR
MILLS S.H.S.
MIDDLE SCH.
VILLAGE CENTER

VI. Howes Lane, formerly referred to as "Covington Road Access", form Covington Road to road end and associated public improvements, as shown in green on Exhibit "A" reference #6, a total distance of 0.11± miles.

Co 2600

VII. Rodona Drive, from Howes Lane north to road end and associated public improvements, as shown in green on Exhibit "A" reference #7, a total distance of 0.10± miles, also formerly referred to as "Covington Road Access".

Co 2601

VIII. Cul-de-sac on Bradley Lane, Owen Brown Road (in two locations) Steven's Forest Road, and River Meadow Drive, as shown with red circles on Exhibit "A". Seneca Drive, from Martin Road to Beechwood Drive, including minor surface repairs, lane striping and snow removal to structure #13131 carrying Seneca Drive over U.S. Route 29, shown on Exhibit "A" reference #8 with black dashes, a total distance of 0.32± miles.

Co 1075
Co 135
Co 2512
Co 800
Co 245
Co 412

IX. Old Columbia (also known as Shaker Drive), from 0.16± miles south of Seneca Drive to 0.24± miles north of Allview Drive, including former MD 986E in its entirety, shown on Exhibit "A" reference #9 with red dashes, a total distance of 0.79± miles.

Co 1470

X. South Entrance Road (OP244), from Little Patuxent Parkway to the northwest side of Old Columbia Road, as shown in dashed green on Exhibit "A" reference #10, a total distance of 0.25± miles.

Co 510

NOTE: NO CHANGE NO TO US 29 NOW STATE MD 986K

Total Mileage: 4.43± miles.

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

KO:SNC:cej

cc: 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
Ms. B. M. Cook
Mr. G. Courtney
Mr. R. L. Daff, Sr.
Ms. M. Deitz
Mr. R. D. Douglass
Mr. C. I. Ecker
Mr. L. H. Ege, Jr.
Mr. R. J. Finck
Mr. E. S. Freeman
Mr. T. Hicks
Ms. E. Homer
Mr. J. M. Irvin
Mr. G. S. Jannetti
Mr. R. Johnson
Mr. H. Kassoff
Mr. J. Kelly
Mr. G. Klaverweiden
Mr. J. S. Koehn
Mr. J. O. Leyhe
Mr. R. Lipps
Mr. J. Miller
Mr. J. T. Neukam
Mr. K. Oelmann
Mr. C. R. Olsen
Mr. E. T. Paulis, Jr.
Mr. N. J. Pedersen
Mr. D. Rose
Ms. J. Ross
Ms. R. Sanudo
Mr. R. Schindel
Mr. L. Schultz
Mr. R. F. Servary, Jr.
Mr. K. G. Shelton
Ms. D. J. Strausser
Mr. L. Swift
Mr. J. E. Thompson
R/W Secretary File

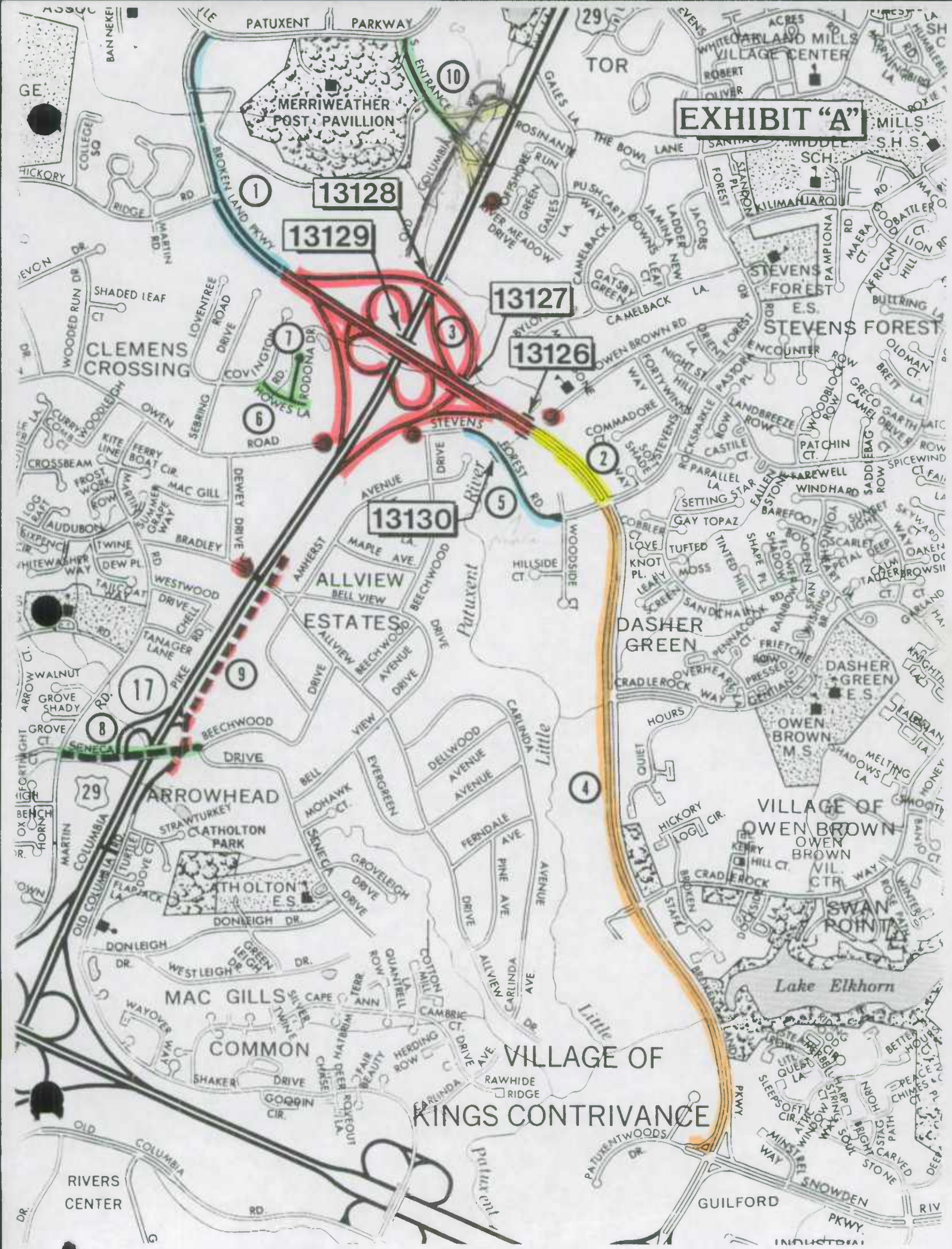


EXHIBIT "A"
13128
13129
13127
13126
13130
MERRIWEATHER POST PAVILLION
PATUXENT PARKWAY
BROKEN LAND PKWY
STEVENS FOREST
STEVENS FOREST E.S.
CLEMENS CROSSING
ALLVIEW ESTATES
DASHER GREEN
DASHER GREEN E.S.
OWEN BROWN M.S.
VILLAGE OF OWEN BROWN
OWEN BROWN VIL. CTR.
SWAN POINT
Lake Elkhorn
ARROWHEAD
ATHOLTON PARK
ATHOLTON E.S.
MAC GILLS COMMON
VILLAGE OF KINGS CONTRIVANCE
RIVERS CENTER
GUILFORD
Little Patuxent River
MILLS VILLAGE CENTER
MILLS S.H.S.
MIDDLE SCH.
TOR
COLUMBIA
OLD COLUMBIA RD.
SENECA
BEECHWOOD DRIVE
STEVENS FOREST RD.
OWEN BROWN RD.
CAMELBACK LA.
GALES LA
THE BOWL LANE
PATUXENTWOODS DR.
SNOWDEN PKWY.
1
2
3
4
5
6
7
8
9
10
17
29

AGREEMENT
HOWARD RESEARCH AND DEVELOPMENT LAND COMPANY/
HOWARD COUNTY, MARYLAND/MARYLAND STATE HIGHWAY ADMINISTRATION

THIS AGREEMENT dated this 31st day of August, 1989, by and between The Howard Research and Development Land Company, hereinafter called the "CORPORATION", Howard County, Maryland, a body corporate and politic, hereinafter called the "COUNTY", and the Maryland State Highway Administration, hereinafter called the "ADMINISTRATION".

WHEREAS, the CORPORATION, the COUNTY, and the ADMINISTRATION agree that a fully grade-separated intersection (interchange) at U. S. Route 29 and Broken Land Parkway and associated improvements in Howard County, Maryland, hereinafter described with particularity and referred to as the "Project", shall be constructed to relieve existing traffic delays and projected future traffic congestion; and

WHEREAS, it is agreed by the parties hereto that the Project shall be undertaken in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that for and in consideration of the mutual covenants and promises between the parties hereto, and in further consideration of the Sum of One Dollar ($1.00) paid by each party hereto to the others, the parties hereto agree as follows:

I. Definitions.

A. "Project" consists of the following component improvements:

1. U. S. Route 29/Broken Land Parkway interchange, to include all access ramps (except construction of the future southbound U. S. Route 29 to westbound Broken Land Parkway outer ramp, as shown in turquoise on the map attached hereto as Exhibit

A and incorporated herein), mainline U. S. Route 29, the Broken Land Parkway Bridge over the Little Patuxent River (the "Interchange River Bridge" hereinafter), that portion of Broken Land Parkway from the centerline Station 111+00 on the west side of U. S. Route 29 to and including centerline Station 146+00 on the east side of U. S. Route 29, and Associated Public Improvements, as defined in Section I. Paragraph B., below, all of which are referred to hereinafter as the "Interchange", as shown in red on Exhibit A.

2. Broken Land Parkway west, from Little Patuxent Parkway to the Interchange centerline Station 111+00, east of Hickory Ridge Road, and Associated Public Improvements, referred to hereinafter as "Broken Land Parkway West", as shown in blue on Exhibit A.

3. Broken Land Parkway east, from centerline Station 146+00 for pavement; 146+85 for grading, at the Interchange River Bridge to Steven's Forest Road, and Associated Public Improvements, referred to hereinafter as "Broken Land Parkway East, as shown in yellow on Exhibit A.

4. The southbound roadway for Broken Land Parkway east from Steven's Forest Road to Snowden River Parkway, and Associated Public Improvements, referred to hereinafter as "Broken Land Parkway East Extension", as shown in orange on Exhibit A.

5. The extension of Steven's Forest Road from its existing terminus west to the point where Owen Brown Road crosses the Little Patuxent River, to include the construction of a bridge over the Little Patuxent River, and Associated Public Improvements, referred to hereinafter as "Steven's Forest Road Extension", as shown in purple on Exhibit A.

6. The extension of Martin Road from its existing terminus at Owen Brown Road to Hickory Ridge Road, and Associated Public Improvements, referred to hereinafter as "Martin Road Extension", as shown in brown on Exhibit A.

7. The access road from Covington Road to properties affected by the construction of the Project, and Associated Public Improvements, referred to hereinafter as the "Covington Road Access", as shown in green on Exhibit A.

8. Barrier gates at the existing median crossover on U. S. Route 29 opposite South Entrance Road and at the access lane in South Entrance Road for left-turning traffic onto northbound Route 29, hereinafter referred to as "Barrier Gates," as shown in pink on Exhibit A.

9. The following cul-de-sacs and T - turnarounds which shall be adjacent to the Interchange: Bradley Lane, Owen Brown Road (in three locations) and River Meadow Drive, hereinafter referred to as "Cul-de-sacs," as shown by encircled dots on Exhibit A.

B. "Associated Public Improvements" includes: (i) all public improvements to be designed and constructed in conjunction with the Project roads and dedicated to the COUNTY in accordance with Developer Agreements entered into or to be entered into between the CORPORATION and the COUNTY; (ii) all public improvements to be designed and constructed in conjunction with the Project roads and Cul-de-sacs and conveyed to the COUNTY pursuant to Road Transfer and Maintenance Agreements to be entered into between the COUNTY and the ADMINISTRATION; (iii) all public improvements to be designed and constructed in conjunction with the Project roads under a COUNTY capital project; (iv) all public improvements existing in conjunction with South Entrance

Road; and (v) all public improvements to be designed and constructed in conjunction with the Interchange, including but not limited to water and sewer facilities, public storm drains, storm water management and sediment control facilities, sidewalks, streetlighting, street trees and traffic control devices.

C. "Project Land" consists of all that land which is necessary for the construction of the Project, as shown in the map attached hereto as Exhibit B and incorporated herein.

II. CORPORATION Responsibilities.

A. The CORPORATION shall convey to the ADMINISTRATION, by special warranty deed free and clear of all liens and encumbrances and without cost to either the COUNTY or the ADMINISTRATION, good and marketable fee simple title, for the purposes set forth herein, to all Project Land owned by the CORPORATION and described on the plats attached hereto as Exhibit C and Exhibit D and incorporated herein, subject to the ADMINISTRATION's obligation to subsequently convey all Project Land described in Exhibit D to the COUNTY pursuant to the Road Transfer and Maintenance Agreements to be executed by the ADMINISTRATION and the COUNTY as provided in Section IV, Paragraph M of this Agreement.

B. The CORPORATION shall at its sole expense design and construct Broken Land Parkway West, as described in Section I, Paragraph A.2. of this Agreement, in accordance with the Howard County Design Manual standards as a four (4) lane divided highway plus auxiliary lanes where required, and shall convey the completed Broken Land Parkway West to the ADMINISTRATION subject

to the ADMINISTRATION's obligation to subsequently convey the completed Broken Land Parkway West to the COUNTY as provided in Section IV, Paragraph M of this Agreement.

C. The CORPORATION shall at its sole expense design and construct Broken Land Parkway East, as described in Section I, Paragraph A.3 of this Agreement, in accordance with the Howard County Design Manual standards as a four (4) lane divided highway plus auxiliary lanes where required, and shall convey the completed Broken Land Parkway East to the ADMINISTRATION subject to the ADMINISTRATION's obligation to subsequently convey the completed Broken Land Parkway East to the COUNTY as provided in Section IV, Paragraph M of this Agreement.

D. The CORPORATION shall at its sole expense design and construct Broken Land Parkway East Extension, as described in Section I, Paragraph A.4 of this Agreement, in accordance with the Howard County Design Manual standards, and shall convey the completed Broken Land Parkway East Extension to the ADMINISTRATION subject to the ADMINISTRATION's obligation to subsequently convey the completed Broken Land Parkway East Extension to the COUNTY as provided in Section IV, Paragraph M of this Agreement.

E. The CORPORATION shall use reasonable efforts to acquire, at its sole expense, the land necessary for the construction of Martin Road Extension and shall, at its sole expense, design and construct Martin Road Extension, as described in Section I, Paragraph A.6 of this Agreement, in accordance with the Howard County Design Manual standards and shall dedicate the completed Martin Road Extension to the COUNTY pursuant to the

terms of a developer agreement to be entered into by the COUNTY and the CORPORATION. In the event that the CORPORATION is unable to acquire the necessary land, the CORPORATION shall reimburse the COUNTY for the cost of acquisition of such land as provided in the Howard County Capital Budget, Project J-4094.

F. In the event that the total cost of construction of the Interchange exceeds Twenty Million Dollars ($20,000,000.00), the CORPORATION shall reimburse the ADMINISTRATION for fifty percent (50%) of the total cost of construction of the Interchange River Bridge, as more fully described in Section IV, Paragraph B. of this Agreement. The CORPORATION shall reimburse the ADMINISTRATION within thirty (30) days of receipt of an invoice from the ADMINISTRATION.

G. The CORPORATION shall at its sole expense continue to maintain and repair the existing South Entrance Road from its point of origin at Little Patuxent Parkway to its terminus at U. S. Route 29, as shown on Exhibit A, pending the completion of construction of the Interchange. Upon final completion of the Interchange the CORPORATION shall convey South Entrance Road, with the right-of-way as presently laid out, to the ADMINISTRATION in an "as - is" condition, and otherwise in accordance with the requirements of the conveyances described in Section II, Paragraph A of this Agreement, subject to the ADMINISTRATION's obligation to subsequently convey to the COUNTY that portion of South Entrance Road from Little Patuxent Parkway to the northwest side of Old Columbia Road, as provided in Section IV, Paragraphs G. and M.3. of this Agreement; provided, that if at any time the COUNTY and the ADMINISTRATION jointly determine that South Entrance Road is not needed and shall be closed to traffic on a

permanent basis, ownership of South Entrance Road, including the roadbed and rights-of-way, shall remain with or revert to the CORPORATION, as the case may be, at no cost to the CORPORATION, in accordance with all applicable State of Maryland and COUNTY laws governing disposal of real property, to the extent such laws are applicable. It is the intention of the parties to this Agreement that if South Entrance Road is used intermittently by the public for any roadway purpose, including but not limited to events at Merriweather Post Pavilion, it shall not be deemed to be closed to traffic on a permanent basis.

III. COUNTY Responsibilities.

A. Following final completion and conveyance by the ADMINISTRATION of the Interchange's associated water and sewer public improvements and their acceptance by the COUNTY into the COUNTY's system of public improvements, the COUNTY shall thereafter be solely responsible for their maintenance and repair.

B. Upon receipt of invoices from the ADMINISTRATION, the COUNTY shall reimburse the ADMINISTRATION for the cost of the design and associated construction costs, including all additional cost for payroll burden and administrative and general expenses, of Steven's Forest Road Extension, including the Associated Public Improvements, as provided in the Howard County Capital Budget, Project J-4100. Following final completion of Steven's Forest Road Extension and its acceptance by the COUNTY into the COUNTY's system of public roads and associated improvements, the COUNTY shall thereafter be solely responsible for the maintenance and repair of Steven's Forest Road Extension, including the Associated Public Improvements.

C. Upon final completion of the Interchange, and conveyance to the COUNTY of that portion of South Entrance Road from Little Patuxent Parkway to the northwest side of Old Columbia Road, as provided in Section II, Paragraph G. and Section IV, Paragraphs G. and M.3. of this Agreement, the COUNTY shall accept ownership of and maintenance responsibility for such portion of South Entrance Road; provided, that if at any time the COUNTY and the ADMINISTRATION jointly determine that South Entrance Road is not needed and shall be closed to traffic on a permanent basis, ownership of South Entrance Road, including the roadbed and its rights-of-way, shall remain with or revert to the CORPORATION, as the case may be, at no cost to the CORPORATION, in accordance with all applicable State of Maryland and COUNTY laws governing the disposal of real property, to the extent such laws are applicable.

D. The COUNTY shall at its sole expense continue to maintain and repair the existing Old South Entrance Road from its point of origin at U. S. Route 29 to its terminus at South Entrance Road, as shown on Exhibit A, until such time that the COUNTY and the ADMINISTRATION jointly determine that Old South Entrance Road is not needed and shall be permanently closed to traffic.

E. In the event that the CORPORATION is unable to acquire the land necessary for the construction of Martin Road Extension as provided in Section II, Paragraph E. of this Agreement, the COUNTY shall acquire such land as provided in the Howard County Capital Budget, Project J-4094, and shall be reimbursed for the cost of acquisition by the CORPORATION. Following final completion and dedication of Martin Road Extension by the ADMINISTRATION and acceptance into the COUNTY's

system of public roads, the COUNTY shall thereafter maintain and repair Martin Road Extension.

F. Following final completion and conveyance by the ADMINISTRATION of the Covington Road Access, including the Associated Public Improvements, and its acceptance by the COUNTY into the COUNTY's system of public roads and associated improvements, the COUNTY shall thereafter be solely responsible for the maintenance and repair of the Covington Road Access, including the Associated Public Improvements, all as provided in Contract No. HO-630-501-770 executed by the ADMINISTRATION.

G. Following final completion by the CORPORATION of the Project roads and Associated Public Improvements constructed by it pursuant to Section II, Paragraphs B., C., and D. of this Agreement and conveyance to the COUNTY of such Project roads, Associated Public Improvements, and Project Land, including rights-of-way, described in Exhibit D pursuant to the Road Transfer and Maintenance Agreements as provided in Section IV, Paragraph M. of this Agreement, the COUNTY shall accept ownership of and maintenance responsibility for the Project roads, Project Land, and Associated Public Improvements so conveyed.

H. The COUNTY shall provide the required signing on those Project roads which are constructed under a capital project of the COUNTY or which are constructed by the CORPORATION or the ADMINISTRATION and conveyed to the COUNTY pursuant to the Road Transfer and Maintenance Agreements as provided in Section IV, Paragraph M. of this Agreement.

IV. ADMINISTRATION Responsibilities.

A. The ADMINISTRATION shall design and construct the Interchange, including the Interchange River Bridge, in accordance with the ADMINISTRATION's design standards and criteria and, in the case of the associated water and sewer public improvements, in accordance with the Howard County Design Manual standards, and shall provide the required signing for the Interchange. Under the initial construction the southbound U. S. Route 29 to westbound Broken Land Parkway traffic will be handled by a left-turn spur off of the southbound U. S. Route 29 to eastbound Broken Land Parkway access ramp. At such time as the ADMINISTRATION and the COUNTY mutually agree that the future southbound U. S. Route 29 to westbound Broken Land Parkway outer ramp is necessary at the Interchange, the ADMINISTRATION shall design and construct such outer ramp at its sole cost and expense.

B. The ADMINISTRATION shall pay for the total cost of the construction of the Interchange; provided, that if the total cost exceeds Twenty Million Dollars ($20,000,000.00), the CORPORATION shall reimburse the ADMINISTRATION for fifty percent (50%) of the total cost of construction of the Interchange River Bridge as provided in Section II, Paragraph F. of this Agreement. In calculating the total cost of construction of the Interchange, the cost of constructing the future southbound U. S. Route 29 to westbound Broken Land Parkway outer ramp shall not be included. A list of the major construction items for which the cost shall be shared as provided in this paragraph is attached hereto as Exhibit E and incorporated herein. Minor construction items for which the cost shall also be shared as provided in this Paragraph may be identified by mutual agreement after this

Agreement has been executed. Costs include all direct and indirect costs specifically allocated to the construction of the Interchange including applicable payroll burden and administrative and general expenses. The ADMINISTRATION shall periodically submit invoices to the CORPORATION in accordance with the completion schedule of the Interchange River Bridge.

C. The ADMINISTRATION shall afford the CORPORATION an opportunity to review the periodic and final design plans for the Interchange River Bridge and to review final quantity amounts for construction items associated with the Interchange River Bridge and associated costs.

D. Following completion of construction of the Interchange, the ADMINISTRATION shall thereafter be solely responsible for maintenance and repair of the Interchange, including the Interchange River Bridge, and the associated storm water management and sediment control public improvements, and shall convey the associated water and sewer public improvements to the COUNTY as provided in Section IV, Paragraph M. of this Agreement.

E. The ADMINISTRATION shall at its sole expense design and construct the Cul-de-sacs adjacent to the Interchange in accordance with the Howard County Design Manual standards and shall convey the completed Cul-de-sacs to the COUNTY as provided in Section IV, Paragraph M of this Agreement.

F. As provided in the Howard County Capital Budget, Project J-4100, The ADMINISTRATION shall design and construct Steven's Forest Road Extension in accordance with the Howard County Design Manual standards, subject to reimbursement by the

COUNTY to the ADMINISTRATION of all design and construction costs. Reimbursement shall include right-of-way acquisition costs.

G. Upon final completion of the Interchange, and conveyance of South Entrance Road by the CORPORATION to the ADMINISTRATION, as provided in Section II, Paragraph G. of this Agreement, the ADMINISTRATION shall accept ownership of and maintenance responsibility for that portion of South Entrance Road from the northwest side of Old Columbia Road to U. S. Route 29 and shall convey to the COUNTY that portion of South Entrance Road from Little Patuxent Parkway to the northwest side of Old Columbia Road, as provided in Section IV, Paragraph M of this Agreement; provided, that if at any time the COUNTY and the ADMINISTRATION jointly determine that South Entrance Road is not needed and shall be closed to traffic on a permanent basis, ownership of South Entrance Road, including the roadbed and its rights-of-way, shall remain with or revert to the CORPORATION, as the case may be, at no cost to the CORPORATION, in accordance with all applicable State of Maryland and COUNTY laws governing the disposal of real property, to the extent such laws are applicable.

H. The ADMINISTRATION shall at its sole expense maintain and repair the existing median crossover on U. S. Route 29 at its intersection with South Entrance Road, hereinafter referred to as the "Crossover." Future modifications to the Crossover shall be at the ADMINISTRATION's sole discretion and expense, and may include closure of the Crossover if in the ADMINISTRATION's judgment the continuing need for the Crossover is not evident.

I. The ADMINISTRATION shall at its sole expense design, construct, maintain and repair aesthetically pleasing Barrier Gates at the Crossover. As required for events at the Merriweather Post Pavilion, the opening of the Barrier Gates shall be controlled by the appropriate police authorities.

J. In the event that the ownership of South Entrance Road from U. S. Route 29 to the northwest side of Old Columbia Road is transferred from the CORPORATION to the ADMINISTRATION as provided in Section II, Paragraph G., and Section IV, Paragraph G. and M.3. of this Agreement, the ADMINISTRATION may in its discretion and at its sole expense design, construct, maintain and repair aesthetically pleasing Barrier Gates at the intersection of South Entrance Road and Old Columbia Road in order to prevent vehicular movements between Route 29 and South Entrance Road.

K. The ADMINISTRATION shall provide to the CORPORATION line and grade necessary to connect to Broken Land Parkway West and Broken Land Parkway East to the Interchange in accordance with the applicable design standards and criteria.

L. The ADMINISTRATION shall at its sole expense design and construct the Covington Road Access in accordance with the Howard County Design Manual standards and shall convey the completed Covington Road Access to the COUNTY, all as provided in Contract No. HO-630-501-770 executed by the ADMINISTRATION.

M. The ADMINISTRATION shall convey to the COUNTY, by Road Transfer and Maintenance Agreements to be entered into by the ADMINISTRATION and the COUNTY, without cost to the COUNTY,

all of the following property interests which the ADMINISTRATION acquires pursuant to this Agreement:

(1) All Project roads and Associated Public Improvements conveyed by the CORPORATION to the ADMINISTRATION pursuant to Section II, Paragraphs B., C., and D. of this Agreement;

(2) All Project Land described in Exhibit D and conveyed by the CORPORATION to the ADMINISTRATION pursuant to Section II, Paragraph A of this Agreement;

(3) That portion of South Entrance Road from Little Patuxent Parkway to the northwest side of Old Columbia Road as provided in Section IV, Paragraph G of this Agreement;

(4) Covington Road Access, including the Associated Public Improvements and necessary Project Land;

(5) The Cul-de-sacs adjacent to the Interchange, including the Associated Public Improvements and necessary Project Land; and

(6) The Interchange's associated water and sewer public improvements.

N. The ADMINISTRATION shall use its best efforts to develop and adhere to a construction schedule for the Interchange that will permit advertisement of the Interchange in Fiscal Year 1990, using funds provided by Act of the 1987 General Assembly and/or such other funds as may be made available.

O. The ADMINISTRATION shall use its best efforts to complete its acquisition of land and rights-of-way necessary for the construction of the Interchange so as to permit advertisement of the Interchange in Fiscal Year 1990.

V. Miscellaneous Provisions.

A. The CORPORATION, the COUNTY, and the ADMINISTRATION agree that the intersection of Little Patuxent Parkway and Broken Land Parkway West (the "Intersection" hereinafter) shall be designed to function at a level of service not less than "D." The parties hereto also agree that the Intersection should continue to function at the accepted level of service specified in the Howard County Design Manual. The ADMINISTRATION also agrees that the Interchange should continue to function at a level of service not less than "D." The COUNTY shall evaluate all development plans in Town Center to ensure that the above-stated levels of service for the Interchange and the Intersection shall be maintained. The ADMINISTRATION and the CORPORATION recognize that the COUNTY, in considering petitions for approval of Comprehensive Sketch Plans for properties located in Town Center, shall apply the criteria set forth in 122.C.5 of the Howard County Zoning Regulations. In this regard, the ADMINISTRATION and the CORPORATION acknowledge that the evaluation criteria to be applied by the Howard County Planning Board shall include the ability of the Intersection to operate at an acceptable level of service as specified in the Howard County Design Manual and the ability of the Interchange to operate at an acceptable level of service according to ADMINISTRATION specifications. The parties hereto further agree that the CORPORATION, the COUNTY and/or the ADMINISTRATION may provide such road improvements in Town Center as may be necessary to maintain an acceptable level of service.

B. If the parties hereto are delayed, hindered or prevented from performing any act or thing required to be performed by them pursuant to the terms of this Agreement because of strikes, lock-

outs, casualties, acts of God, labor trouble, material shortages, riots, insurrection, war, or other causes beyond their reasonable control, then the performance of such act or thing shall be excused for the period of delay and the time for performance of any such act or thing shall be extended for a period equivalent to the period of such delay.

C. This Agreement shall inure to and be binding upon the parties hereto, their successors and assigns, and shall be interpreted under the laws of Maryland. The effective date of this Agreement shall be the date the last party fully executes this Agreement.

D. The headings used in this Agreement are for conveyance only and shall not affect the meaning or the interpretation of the contents of this Agreement.

WITNESS:

_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____ (SEAL)
Edward S. Harris
Assistant Attorney General

STATE HIGHWAY ADMINISTRATION

BY: _____ (SEAL)
Hal Kassoff
Administrator

August 31, 1988

Recommended for Approval:

_____ (SEAL)
Neil J. Pedersen, Director
Office of Planning and
Preliminary Engineering

_____ (SEAL)
Gayle M. Seward, Director
Office of Finance and
Program Management

_____ (SEAL)
Robert J. Finck, Director
Office of Real Estate

ATTEST:

THE HOWARD RESEARCH AND DEVELOPMENT LAND COMPANY

Douglas A. McGregor (SEAL)
Douglas A. McGregor
Senior Vice President

ATTEST:

HOWARD COUNTY, MARYLAND

Buddy Roogow
Buddy Roogow
Chief Administrative Officer

BY: Elizabeth Bobo (SEAL)
Elizabeth Bobo
County Executive

APPROVED: DEPARTMENT OF PUBLIC WORKS

James M. Irvin, Director

APPROVED FOR SUFFICIENCY OF FUNDS:

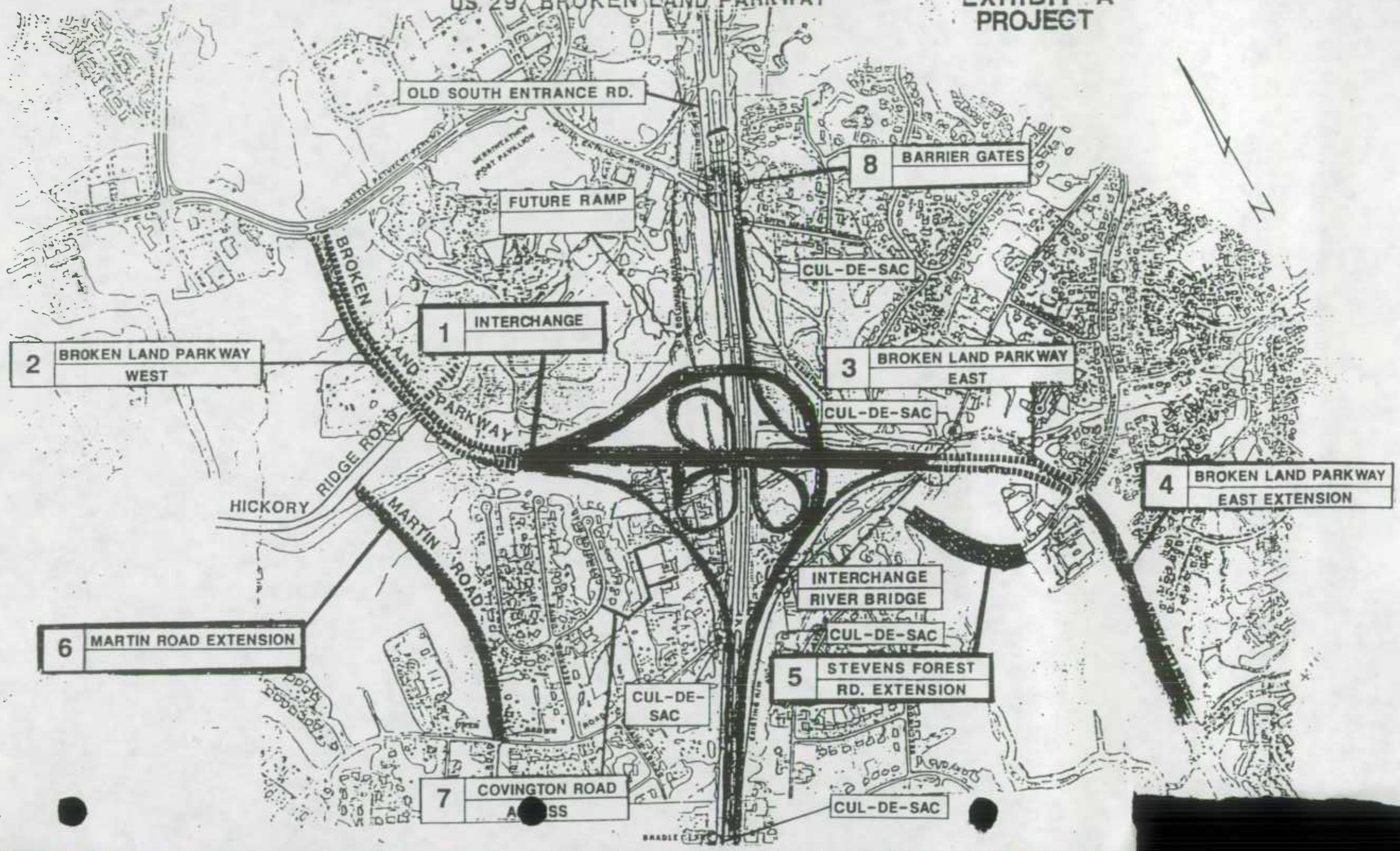
Raymond F. Servary, Jr. 9/7/89
Raymond F. Servary, Jr., Director
Office of Finance

APPROVED FOR LEGAL FORM AND SUFFICIENCY
this 6th day of September, 1989

Barbara M. Cook
Barbara M. Cook
County Solicitor

US 29 / BROKEN LAND PARKWAY

EXHIBIT A
PROJECT



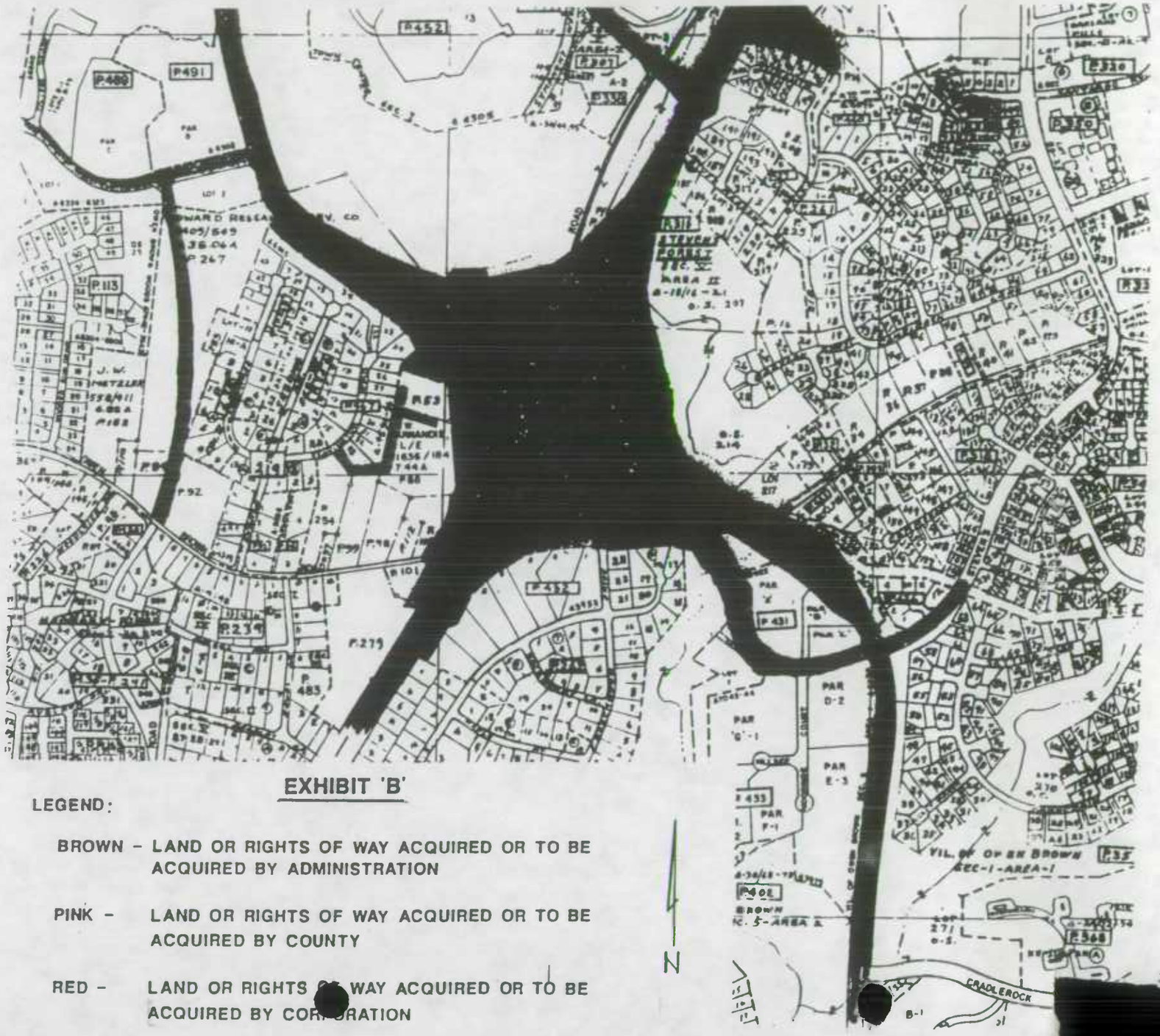


EXHIBIT 'B'

LEGEND:

BROWN – LAND OR RIGHTS OF WAY ACQUIRED OR TO BE ACQUIRED BY ADMINISTRATION

PINK – LAND OR RIGHTS OF WAY ACQUIRED OR TO BE ACQUIRED BY COUNTY

RED – LAND OR RIGHTS OF WAY ACQUIRED OR TO BE ACQUIRED BY CORPORATION

HRD → SHA → Hoco

STATE HIGHWAY ADMINISTRATION

RIGHT-OF-WAY PLAT NUMBERS

EXHIBIT "C"

61699
61700
61702
61703
61704
61705
61706
61709

SHA → HoCo

STATE HIGHWAY ADMINISTRATION

RIGHT-OF-WAY PLAT NUMBERS

EXHIBIT "D"

52147

52148

Exhibit E
ITEM BREAKDOWN ESTIMATE SHEET

PROJECT DESCRIPTION:

BROKEN LAND PARKWAY OVER LITTLE PATUXENT RIVER
BRIDGE NO. 13126

CONTRACT NO.
HO 630-501-770

ITEM NO.	CATEGORY CODE NO.	ITEM DESCRIPTION	UNIT
4001	410005	MAINTENANCE OF STREAM FLOW	LS
4002	410205	REMOVAL OF PORTIONS OF EXISTING STRUCTURE	LS
4003	417105	CLASS 3 EXCAVATION	CY
4004	417110	CLASS 4 EXCAVATION	CY
4005	424105	SUBFOUNDATION CONCRETE	CY
4006	428110	FOOTING CONCRETE FOR BRIDGE	CY
4007	431110	SUBSTRUCTURE CONCRETE FOR BRIDGE	LS
4008	449110	CONT. CONCRETE FOR SUBST. PORT. OF BRIDGES	CY
4009	433155	SUPERSTRUCTURE CONCRETE FOR BRIDGES	LS
4010	449130	CONT. CONCRETE FOR SUPERSTR. PORT. OF BRIDGES	CY
4011	433320	TYPE IV BRIDGE SCUPPER	EA
4012	434000	DRAINAGE INLET AT END OF BRIDGE STRUCTURE	EA
4013	456130	EPOXY COATED REINFORCING STEEL IN SUPER STR.	LS
4014	456135	CONT. EPOXY COATED REINFORCING STEEL	LB
4015	459120	FABRICATED STRUCTURAL STEEL FOR BRIDGE	LS
4016	459320	STEEL STUD SHEAR DEVELOPERS FOR BRIDGE	LS
4017	466115	EPOXY PROTECTIVE COATINGS ON ABUTMENTS	LS
4018	478153	FLOODLIGHTING	NU
	304218	18" CMP, 14 GAUGE	LF
	332218	18" CMP ELBOW, 14 GAUGE	EA
	370018	STD METAL END SECTION FOR 18" CMP	EA
	388074	PLACED RIPRAP FOR SED. CONTROL	TON

Exhibit E
ITEM BREAKDOWN ESTIMATE SHEET

PROJECT DESCRIPTION:

BROKEN LAND PARKWAY OVER LITTLE PATUXENT RIVER
BRIDGE NO. 13126

CONTRACT NO.
HO 630-501-770

ITEM NO.	CATEGORY CODE NO.	ITEM DESCRIPTION	UNI
	390221	CLASS I RIPRAP	SY
	390222	CLASS II RIPRAP	SY
	390510	GEOTEXTILE CLASS C	SY
	390525	GEOTEXTILE CL. F FOR SLOPE SILT FENCE	LF
	390526	GEOTEXTILE CL. F FOR CHANNEL SILT FENCE	LF
	30000	OUTLET PAD FOR 18" CMP	EA
	201032	CLASS 2 EXCAVATION	CY
	201040	EROSION & SEDIMENT CONTROL EXCAVATION	CY
	707300	SEEDING & MULCHING	SY
	708240	SOIL STABILIZATION MATTING	SY
	130850	MOBILIZATION	LS

Helm - follow up file

Should have transfer on file

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, DECEMBER 10, 1992
* * * * * *

Administrator Kassoff executed the following deed on December 10, 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
Howard County, Maryland	MD Rte. 99 - from U.S. Rte. 29 South to U.S. Rte. 40 File No. 72370-N	Transportation Article Section 8-304, and agreement between SHA and Howard County dated 11/1/88.

RPG/sjc
cc: Ms. E. L. Homer
Mr. C. R. Olsen
Mr. C. J. Stickles (w/attachments)
Mr. J. T. Neukam
Mr. R. M. Pontier
Mr. W. Wilkerson
Mr. P. J. Weidefeld MDOT(deed/w attachments)
Mr. K. Olemann
Mr. D. Rose
Secretary's File (deed/w attachments)
SRC-Howard County File

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

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

Grantee	Conveyance	In Accordance With
Howard County, Maryland	Of State Roads to Howard County, Maryland MD Rte 175, 957A & 970-C Item No.: 72370-I HO-307-005-772	Authorized by transfer agreement signed December 11, 1986. Legal authority for Road Conveyances is found in the Transportation Article Section 8-304.

WS/RF/gsd
Copy: Ms. E. L. Homer
Mr. C. R. Olsen
Mr. C. Stickles (w/ correspondence & deed)
Mr. Paul Wiedefeld (w/ original deed)
Mr. Douglas Rose
Mr. K. Oelmann
Mr. J. T. Neukam
SRC-Secretary's File (w/ deed)
SRC-Howard County File (w/ correspondence)
Cont. No. HO-307-005-772

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
WEDNESDAY, OCTOBER 23, 1991
* * * *

Administrator Kassoff executed the following deed, on October 23, 1991, which was previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
State of Maryland to the use of the State Highway Administration	MD Rte. 94 - Replacement of Bridge No. 13047 over Patuxent River Item Nos. 79075, 79076 and 79077 HO-659-301-776	State Finance and Procurement Article Section 10-304 and Transportation Article 8-309.

copy: Ms. E. L. Homer
Mr. R. C. Olsen
Mr. C. Stickles (w/ correspondence & deed)
Mr. Paul Wiedefeld (w/ original deed)
Mr. D. Rose
Mr. J. F. Mahorney (2 copies)
Mr. J. T. Neukam
Secretary's File (w/deed)
SHA-Howard County File (w/correspondence)
Proj. HO-659-301-776

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
WEDNESDAY, OCTOBER 23, 1991
* * * *

Administrator Kassoff executed the following deed, on October 23, 1991, which was previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Howard County, MD	MD 957 (Old Waterloo Rd.), a total distance of 0.41 mile ± Item No. 72370-M (HO-264-2-720)	Transportation Article Section 8-304

WIS:gsd

copy: Ms. E. L. Homer
Mr. R. C. Olsen
Mr. C. Stickles (w/ correspondence & deed)
Mr. Paul Wiedefeld (w/ original deed)
Mr. D. Rose
Mr. J. F. Mahorney (2 copies)
Mr. J. T. Neukam
Secretary's File (w/deed)
SHA-County File (w/correspondence)
Proj. HO-264-2-720

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

August 16, 1990

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective August 22, 1990, between the State Highway Administration and Howard County relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Howard County

CO 2222 MD 957 (Old Waterloo Road), from 0.24± miles south of Port Capital Road (Co. 1519) to the end of State maintenance 0.17± miles north of Port Capital Road, a total distance of 0.41± miles.

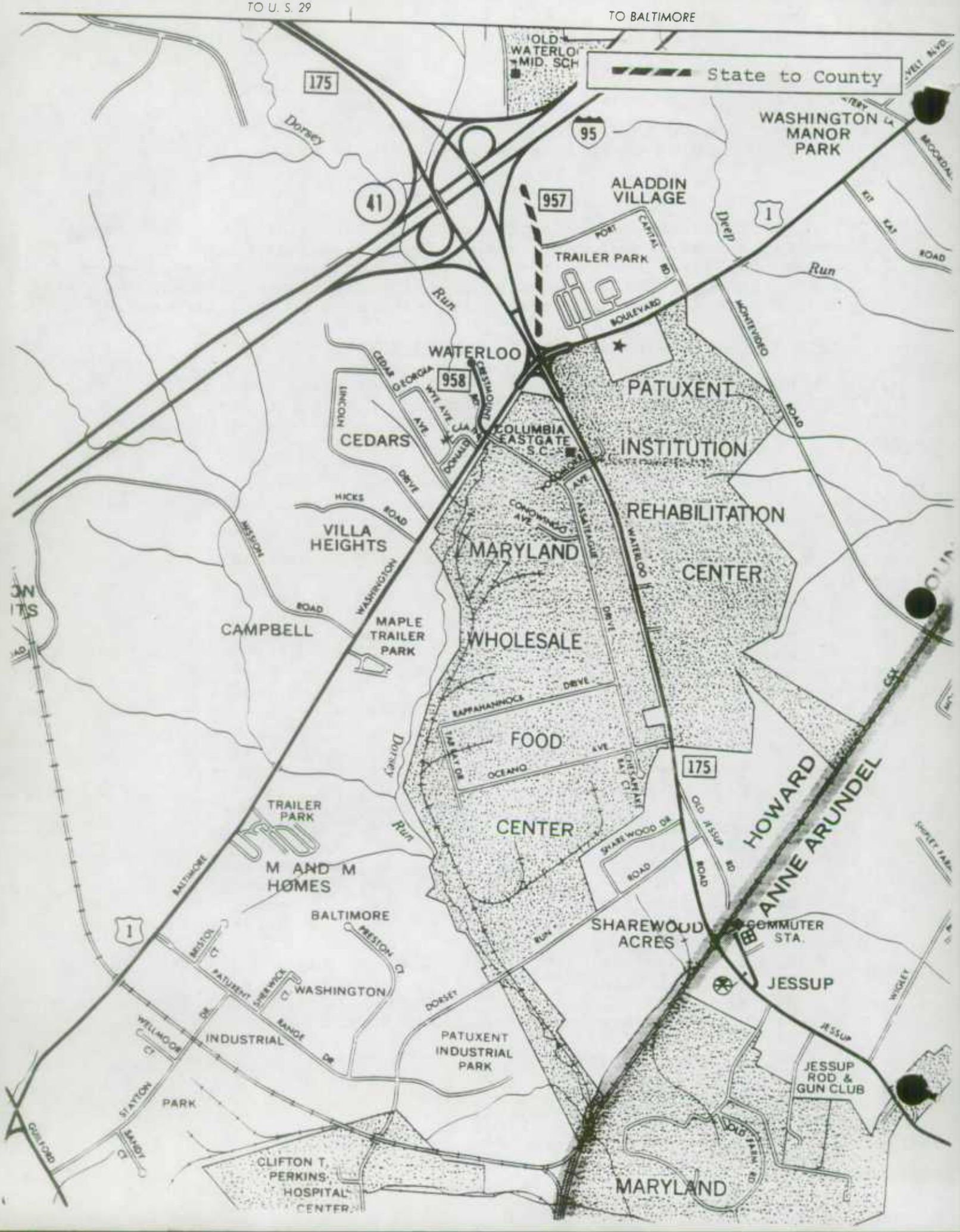
Said agreement had previously been executed by the appropriate county officials and approved as to form and legal sufficiency by Assistant Attorney General Edward S. Harris.

A map indicating the road being transferred is attached.

JH:jed

cc: Mr. H. Kassoff
Ms. E. Homer
Mr. R. Olsen
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
Mr. W. R. Clingan
Mr. J. E. Schene
Mr. J. L. Anders
Mr. R. L. Schindel
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. D. J. Strausser
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. D. A. Clifford
Mr. J. Contestabile
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. Koenn
Mr. J. Shea
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz

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


TO U. S. 29
TO BALTIMORE
State to County
OLD WATERLOO MID. SCH
175
95
957
41
1
958
Dorsey
Run
Deep
WASHINGTON MANOR PARK
ALADDIN VILLAGE
TRAILER PARK
WATERLOO
PATUXENT INSTITUTION
COLUMBIA EASTGATE S.C.
CEDARS
VILLA HEIGHTS
REHABILITATION CENTER
MARYLAND
CAMPBELL
MAPLE TRAILER PARK
WHOLESALE
FOOD
CENTER
TRAILER PARK
M AND M HOMES
BALTIMORE
WASHINGTON
INDUSTRIAL
PARK
PATUXENT INDUSTRIAL PARK
SHAREWOOD ACRES
COMMUTER STA.
JESSUP
JESSUP ROD & GUN CLUB
HOWARD
ANNE ARUNDEL
CLIFTON T. PERKINS HOSPITAL CENTER
MARYLAND

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

August 16, 1990

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective August 23, 1990, between the State Highway Administration and Howard County relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Howard County

Part of 1575

MD 982 (Columbia Road) from Columbia Road (Co. 1575) northerly to Columbia Road (Co.47), a total distance of 0.66± miles.

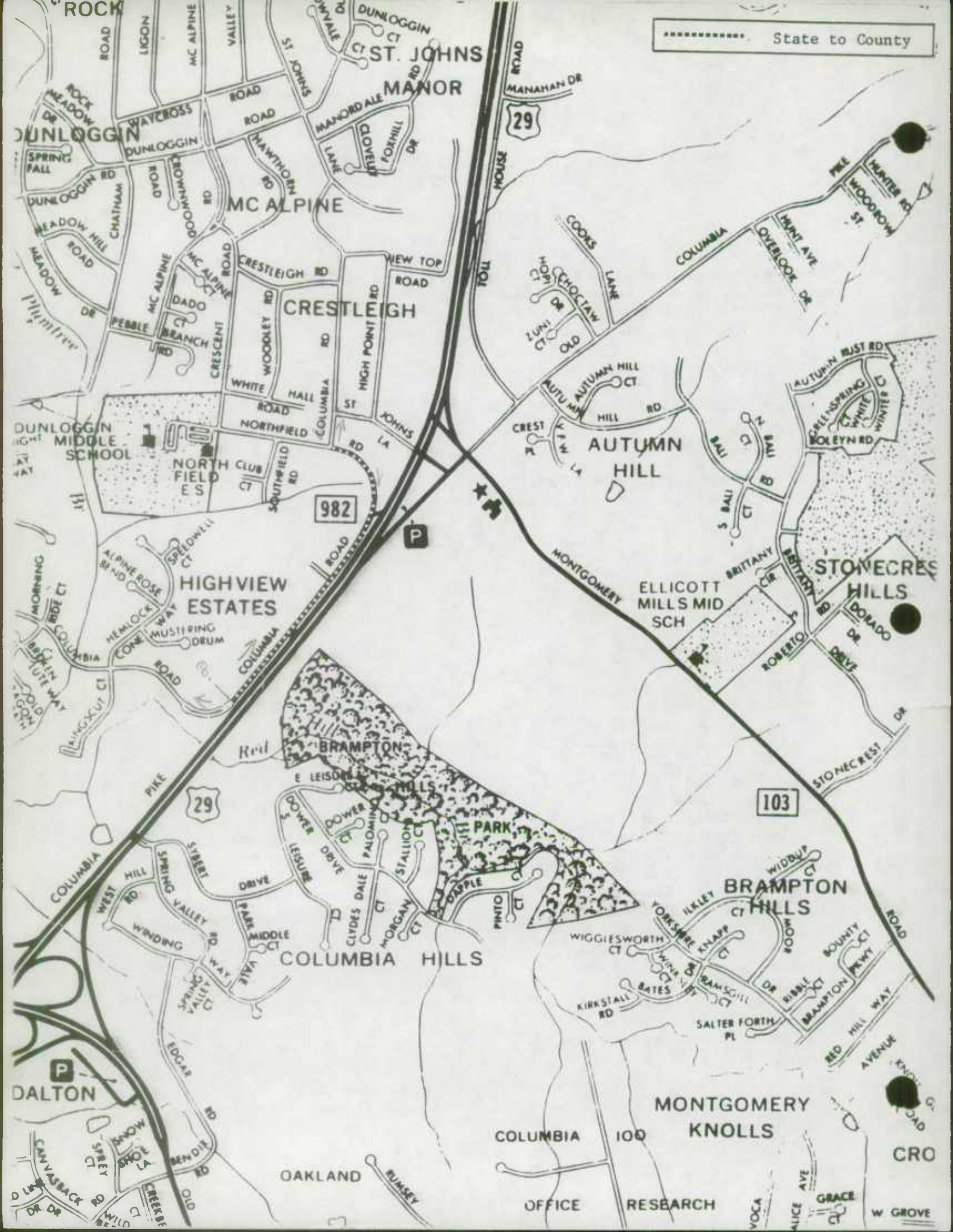
Said agreement had previously been executed by the appropriate county officials and approved as to form and legal sufficiency by Assistant Attorney General Edward S. Harris.

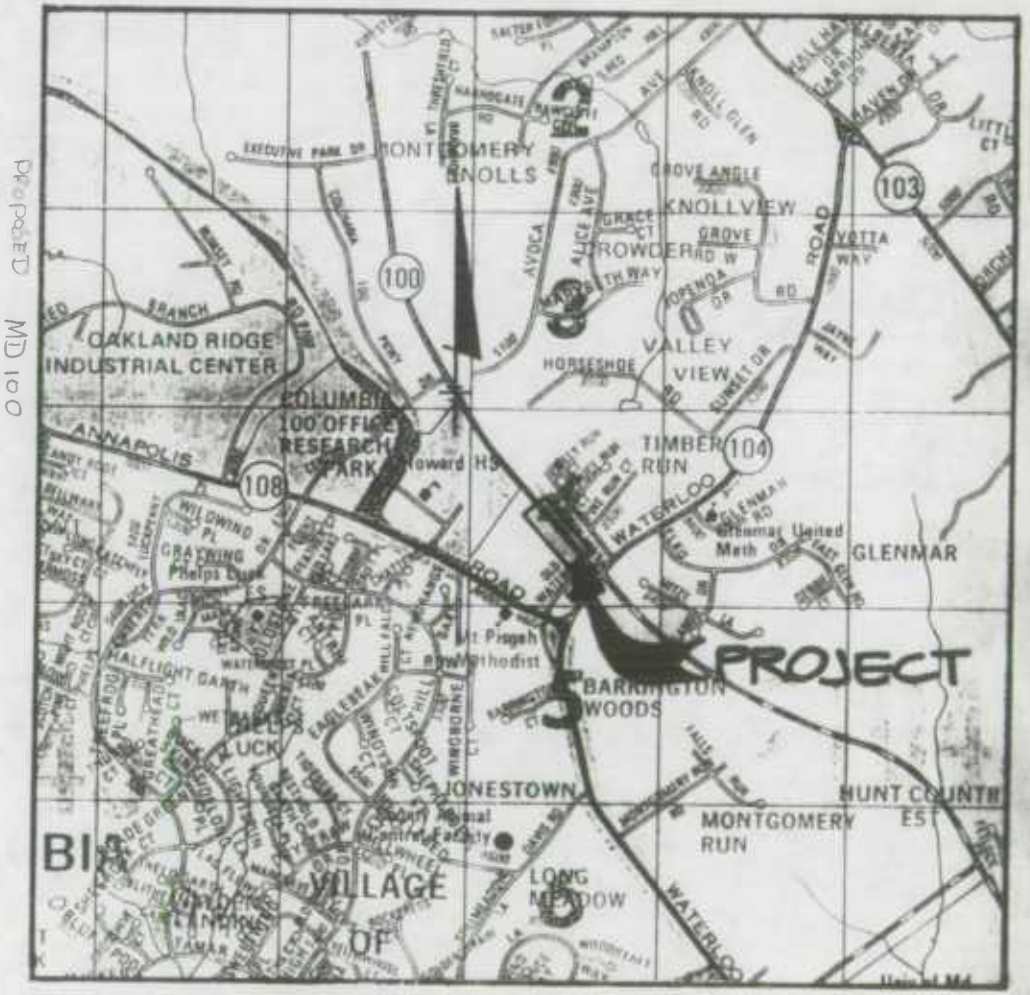
A map indicating the road being transferred is attached.

JH:jed

cc: Mr. H. Kassoff
Ms. E. Homer
Mr. R. Olsen
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
Mr. W. R. Clingan
Mr. J. E. Schene
Mr. J. L. Anders
Mr. R. L. Schindel
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. D. J. Strausser
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. D. A. Clifford
Mr. J. Contestabile
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,
Howard County
Office of Planning & Zoning
Howard County


State to County
ROCK
ST. JOHNS
MANOR
DUNLOGGIN
MC ALPINE
CRESTLEIGH
DUNLOGGIN MIDDLE SCHOOL
NORTH FIELD ES
HIGHVIEW ESTATES
AUTUMN HILL
ELLICOTT MILLS MID SCH
STONECREST HILLS
BRAMPTON HILLS
PARK
COLUMBIA HILLS
BRAMPTON HILLS
DALTON
MONTGOMERY KNOLLS
COLUMBIA 100
OAKLAND
OFFICE
RESEARCH
982
29
103
MONTGOMERY
COLUMBIA
PIKE
TOLL
HOUSE
ROAD
MANAHAN DR
WAYCROSS
ROAD
MANORDALE
CLOVERLY
FOXHILL
DR
LANE
HAWTHORN
RD
CROWNWOOD
CHATHAM
MEADOW HILL
ROAD
MEADOW
DR
PEBBLE
DADO
CT
BRANCH
RD
CRESCENT
WOODLEY
RD
CRESTLEIGH RD
VIEW TOP
ROAD
HIGH POINT RD
WHITE
HALL
ROAD
COLUMBIA
ST
JOHNS
LA
NORTHFIELD
RD
CLUB
CT
SOUTHFIELD
RD
SPELDWELL
CT
ALPINE ROSE
BLVD
HEMLOCK
WAY
MUSTERING
DRUM
CONE
MORNING
RIDE CT
BRIGHT
BRUTE WAY
KINGXCUT CT
OLD
LAGOON
COOKS
LANE
HOPI
CHOCTAW
DR
ZUNI
CT
OLD
AUTUMN HILL
CT
AUTUMN
HILL
RD
CREST
LA
BALI
RD
S BALI
CT
BRITTANY
CIR
ROBERTO
DRIVE
DORADO
DR
STONECREST
DR
COLUMBIA
ROAD
HUNT AVE
OVERLOOK DR
PIKE
HUNTER RD
WOODROW
ST
AUTUMN RUST RD
GREENSPRING
CT
WHITE
WINTER CT
BOLEYN RD
E LEISURE
DOWER
CT
PALOMINO
STALLION
CT
DRIVE
LEISURE
CLYDES DALE
CT
MORGAN
CT
DAPPLE
PINTO
CT
SPRING VALLEY
STREET
DRIVE
WEST HILL
RD
WINDING
WAY
PARK
MIDDLE
CT
VALE
SPRING VALLEY
CT
EDGAR
RD
WIDDUP
CT
ILKLEY
CT
YORKSHIRE
KNAPP
CT
WIGGLESWORTH
CT
WINNIFRED
DR
BATES
RAMSGILL
CT
KIRKSTALL
RD
SALTER FORTH
PL
BOOM
DR
RIBBLE
CT
BOUNTY
CT
PEWT
BRAMPTON
RED HILL WAY
AVENUE
KNOLL
CT
ROAD
SNOW
SPREY
CT
CANVASBACK RD
DR
DR
RENDIE
RD
OLD
RUMSEY
GRACE
CT
W GROVE



VICINITY MAP

SCALE: 1" = 2000'

PROPOSED MD 100

WAY

MAR

AGREEMENT AMONG
McCUAN DEVELOPMENT GROUP, INC./MJF ASSOCIATES LIMITED
PARTNERSHIP/STATE HIGHWAY ADMINISTRATION

THIS AGREEMENT, dated this 11 day of August, 1989, by and among McCuan Development Group, Inc., a Maryland corporation, hereinafter referred to as the "CORPORATION", MJF Asssociates Limited Partnership, a Maryland Limited Partnership, hereinafter referred to as "MJF", and the Maryland State Highway Administration, hereinafter referred to as the "ADMINISTRATION".

RECITALS

WHEREAS, Howard County, Maryland (the "County") has experienced wide growth throughout the County creating the [illegible] for the rapidly developing area north of Maryland Route 108 and east of US Route 29, such area also being known as the Red Hill Branch area. And,

WHEREAS, the Corporation and the Administration agree that a multi-lane divided arterial highway connecting US Route 29 and Maryland Route 104 and ultimately connecting to Interstate 95, hereinafter called "Maryland Route 100", will ultimately provide for the aforementioned additional highway capacity. And,

WHEREAS, the County under separate agreements with MJF and the Administration has agreed to cause a two-lane roadway to be constructed to serve as an interim improvement, hereinafter called "INITIAL ROADWAY CONSTRUCTION", which is anticipated to be the initial construction of Maryland Route 100, subject to final location approval by the Federal Highway Administration ("FHWA"). And,

WHEREAS, final location approval from the FHWA is anticipated to be received in September, 1989. And,

WHEREAS, MJF, an affiliate entity of the Corporation, under a separate agreement with the County, is required to participate in the cost of the construction of a portion of the INITIAL ROADWAY CONSTRUCTION on property owned by MJF in accordance with the County land development regulations and the general plan of highways, identified as "ON-SITE WORK." And,

WHEREAS, the County and the Administration have entered into a separate Agreement which defines the terms capitalized in this Agreement. A copy of the Agreement between the County and the Administration is attached hereto and made a part hereof, marked Exhibit 1, for the sole purpose of defining the capitalized terms in this Agreement. And,

WHEREAS, all land owned by MJF and/or the Corporation [redacted] is to be acquired by the County from MJF or the Corporation pursuant to the terms of Exhibit 1. And,

[redacted] Interest in participating in the cost of the construction of the portion of INITIAL ROADWAY CONSTRUCTION on property owned by the Administration between the eastern end of the Corporation's property and Old Waterloo Road, better known as station numbers (Paving 18 + 00 and Grading 19 + 65), that portion hereinafter called the "OFF-SITE WORK" as shown on Exhibit 2, which exhibit is attached hereto and incorporated as part hereof. And,

WHEREAS, the Administration shall finance all costs associated with the planning of the OFF-SITE WORK required to obtain location approval from the Federal Highway Administration. And,

WHEREAS, the Corporation, the Administration and the County have agreed that the Corporation will construct that portion of the INITIAL ROADWAY CONSTRUCTION from Station 19+65 of the baseline for construction for ADMINISTRATION Contract HO-661-501-770 (Maryland Route 100 Temporary Connection to Maryland Route 104) to the western limit of the CORPORATION's Columbia 100 Office Research Park property, located approximately at the

proposed BOX CULVERT, in exchange for, among other things, two points of vehicular ingress and egress via public street onto Maryland Route 100 at station number locations 79 + 09± and 95 + 85± (better known as Executive Park Drive and Centre Park Drive). And,

WHEREAS, the Corporation, the County, and the Administration agree that there will be two points of vehicular access to Maryland Route 100 at Executive Park Drive and Centre Park Drive that will be maintained by the Administration as described in this Agreement. And,

WHEREAS, pursuant to the terms of Exhibit 1, the County and the Administration have agreed to a TEMPORARY ROAD TRANSFER AGREEMENT of the jurisdiction over and responsibility for the [redacted] from US 29 to Maryland Route 104 including that portion identified herein as OFF-SITE WORK. And,

[redacted] terms of Exhibit 1, the Administration will construct the INTERSECTION, the INTERCHANGE, and that portion of Maryland Route 100 from Maryland Route 104 to Interstate 95, and the County will construct or cause to be constructed the BOX CULVERT located over the Red Hill Branch. And,

WHEREAS, the Administration and/or the County will have executed an agreement requiring some party other than the Corporation to construct that portion of the INITIAL ROADWAY CONSTRUCTION necessary to create the CONTINUOUS ROADWAY LINK which is not part of the ON-SITE WORK, OFF-SITE WORK, the INTERCHANGE, the INTERSECTION or the BOX CULVERT. And,

WHEREAS, the alignment and design of the OFF-SITE WORK shall be according to Administration centerline and profile grade data. And,

WHEREAS, the Administration will review and approve the preparation of right-of-way plats and construction design drawings, and inspect and approve the construction of the OFF-SITE WORK. And,

WHEREAS, pursuant to the terms of Exhibit 1, the County and the Administration have agreed that the Administration shall review and approve all design plans by Corporation for ON-SITE WORK prior to the start of any construction. And,

WHEREAS, the parties hereto desire to cooperate with each other in accomplishing the OFF-SITE WORK and have entered into this Agreement to state more fully the terms and conditions connected therewith.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS. All capitalized terms used herein shall be deemed to have the meaning given to same in Exhibit 1, unless the context of which clearly indicates otherwise.

II. RECITALS. The Recitals set forth in the preceding portions of this Agreement are hereby incorporated in the body hereof as though they were restated herein.

III. CORPORATION RESPONSIBILITIES AND RIGHTS.

A. The Corporation shall be responsible for the costs of all approved design plans associated with the construction of the OFF-SITE WORK as described in an Administration permit to be issued for the OFF-SITE WORK after execution of this Agreement and to become a supplement to this Agreement (the "Permit"). The Corporation shall be responsible for the cost of the construction of the OFF-SITE WORK as described in Paragraph III.B. herein.

B. The Corporation shall perform the OFF-SITE WORK in accordance with the Permit, and in accordance with the ADMINISTRATION'S Standard Specifications for Construction & Materials, January, 1982; the 1988

Supplement to the 1982 Standard Specifications for Construction & Materials, January, 1988; and applicable Interim Specification Addenda (ISA) collectively, hereinafter "Standard Specifications" and incorporated as part hereof. The Permit will include a mutually acceptable schedule within which the Corporation agrees to complete construction of the ON-SITE WORK and OFF-SITE WORK, which schedule shall coincide with the construction of other phases of Maryland Route 100, including but not limited to the Administration's construction of the INTERSECTION. The Administration will advertise a contract for the construction of the Intersection within four (4) weeks after the execution of this Agreement, so long as the Corporation provides the Administration with a proposed completion date for the OFF-SITE WORK. The Administration will provide the Corporation with a proposed schedule for completion of the INTERSECTION, including Notice to Proceed and a tentative date on which the INTERSECTION will be opened to traffic.

C. The Corporation shall directly contract for work associated with the construction of the OFF-SITE WORK with all contractors. The County and the Administration acknowledge that the Corporation has begun construction of ON-SITE WORK and OFF-SITE WORK, and that they have given their approval of same on the condition that the construction has been done in accordance with the terms of this agreement. The Corporation at its expense will revise as necessary any ON-SITE WORK and OFF-SITE WORK not performed in substantial conformance with the requirements of this Agreement, as reasonably determined by the Adminisration.

D. All ON-SITE WORK and OFF-SITE WORK shall be performed in accordance with the Standard Specifications and the American Association of State Highway Transportation Officials (AASHTO) standards and specifications. The ON-SITE WORK and OFF-SITE WORK shall be subject to periodic inspections by the Administration.

E. All construction work associated with the OFF-SITE WORK shall occur within an Administration owned right-of-way. The Permit will grant the right for the Corporation to go onto the Administration right-of-way to so accomplish the construction of the OFF-SITE WORK.

[redacted] with the OFF-SITE WORK shall occur within the boundaries flagged by the Administration, and the Corporation's [redacted] down any trees or otherwise disturb the areas outside that boundary.

F. The Corporation shall be responsible for the preparation of all preliminary and final design plans, specifications, and contract drawings for the OFF-SITE WORK, utilizing its own forces or the services of a consulting engineer.

G. The Corporation shall, with the cooperation of the Administration and the County, be responsible for obtaining all environmental permits for OFF-SITE WORK and shall satisfy all commitments for OFF-SITE WORK identified in the Final Environmental Impact Statement for Maryland Route 100.

H. The Corporation shall abide with the requirements of all applicable environmental laws and regulations.

I. The Corporation shall make all records pertaining to the OFF-SITE WORK readily available to

Administration representatives within a reasonable period of time after receipt of a written request for same, except cost related documents not relevant to potential Administration reimbursements or payments to and from the Administration and documents subject to attorney-client privilege.

J. In performing any work in connection with the OFF-SITE WORK, the Corporation shall comply with all applicable laws and regulations of the State of Maryland relating to non-discrimination in employment or hiring practices and shall require its contractors to do so as well. The Corporation shall include in any contract it lets for any part of the OFF-SITE WORK, a provision requiring compliance with the aforementioned applicable laws and regulations, and shall also include a provision whereby the Corporation's contractor holds the Administration harmless for injuries to persons or property arising out of the construction. The Adminisration shall be named as an additional insured party on all insurance policies carried by the Corporation's contractor.

K. All material used in the PROJECT shall be subject to reasonable testing and inspection by the Administration. Materials shall be incorporated in the construction only when the Administration determines the materials meet the Standard Specifications or in the alternative, when an engineer's report relating to the material used is submitted to Administration indicating the approval of such materials.

L. The Corporation shall indemnify and save the Administration harmless from any costs, expenses or damages or liabilities (including reasonable

attorney's fees) suffered or incurred (by settlement or otherwise, provided Corporation authorizes such settlement) as a result of (except in case of emergency) the conduct or actions of the Corporation, its agents or contractors arising out of or relating to the OFF-SITE WORK performed by the Corporation. This indemnification provision shall expire upon final acceptance by the Administration of the Corporation's OFF-SITE WORK as required hereunder.

M. The Corporation shall be entitled to two points of vehicular ingress and egress via public streets as described in the Recitals. The ADMINISTRATION agrees that the two proposed at-grade intersections located at Howard County roads, Centre Park Drive and Executive Park Drive, referenced in the Recitals to this Agreement, shall remain open until such time as the Administration shall determine, in its reasonable judgment, that the at-grade intersections present a safety or capacity problem. It the event the Administration makes such a determination, it may eliminate the at-grade intersections described above and replace them with a single grade separated interchange somewhere along approximately 2,500 feet of the Corporation's Columbia 100 Office Research Park property line, which shall be tied into one of the two above-named public roads (Centre Park Drive and Executive Park Drive), and shall permit traffic in and out of Columbia 100 Office Research Park in all directions. Every practical attempt will be made by the Administration to ensure that both at-grade intersections shall remain open to traffic during as much of the construction of any future interchange as possi-

ble. As a minimum, all directions of traffic to and from MD 100 will be served during construction of any interchange, from at least one of two intersections (Centre Park Drive or Executive Park Drive).

N. The Corporation shall coordinate the ON-SITE WORK and OFF-SITE WORK so as to assure its completion on or before the Administration's scheduled completion of the INTERSECTION. The Corporation may adjust its schedule for completion of the ON-SITE WORK and OFF-SITE WORK including, if appropriate, suspending work, if the Administration advises the Corporation of delays in the completion of the [redacted]

IV. ADMINISTRATION RIGHTS AND RESPONSIBILITIES:

A. The Administration shall issue to the Corporation [redacted] in addition to any permit issued by the County. This Permit sets forth requirements for design, construction, maintenance of traffic, workmanship, quality and materials and any other requirement needed for the Corporation to complete its work hereunder.

B. Prior to the Corporation's execution of this Agreement, the Administration shall provide all appropriate design information to the Corporation and the County that is essential or required for the completion of the construction plans for the OFF-SITE WORK. This information will include, but not be limited to, appropriate existing topographic mapping, horizontal and vertical alignments, cross-section data and recommended pavement sections and material specifications for the PROJECT.

C. The Administration shall have the right to approve the Corporation's selection of a construction contractor for the OFF-SITE WORK, provided such approval is not unreasonably withheld, delayed or conditioned, and shall provide, at no cost or expense to Corporation, the following construction related services: material testing, material inspection and construction inspection. Final acceptance by the Administration shall be upon satisfactory completion of the OFF-SITE WORK as reasonably determined by the Administration.

D. The Administration shall cause the construction of the INTERSECTION consistent with the provisions of [redacted] paragraph III B. of this Agreement. The Administration shall advise the Corporation of any changes in the scheduled completion date for the [redacted]

E. The Administration shall require the County to construct, or cause to be constructed the BOX CULVERT which shall, upon completion of other improvements by the DEVELOPER(S), complete a CONTINUOUS ROADWAY LINK.

F. Subject to the receipt of necessary approvals, the Administration shall construct or cause to be constructed that portion of Maryland Route 100 from Maryland Route 104 to Interstate 95 in accordance with the schedule in the State Consolidated Transportation Program ("CTP"). The Adminstration shall use its best efforts to assure that Maryland Route 100 is constructed in accordance with the existing 1989-94 CTP, which indicates construction will begin in State fiscal year 1993.

G. To the extent permitted by law, the Administration shall indemnify and save the Corporation harmless

from any and all costs, expenses, damages or liabilities (including reasonable attorney's fees) resulting from any law or equity suits (or Administration approved settlement of same) for or on account of the conduct or actions of the Administration arising out of or relating to the PROJECT, including but not limited to the Administration's failure to comply with State and/or Federal regulations affecting the PROJECT.

H. The Administration shall act as the County's agent in connection with the inspection and approval of ON-SITE WORK.

I. The Administration represents that within a reasonable period of time necessary to obtain County approvals after final acceptance of the ON-SITE WORK and OFF-SITE WORK, the roads forming a part of such work will be maintained by the County or the Administration and become part of the County or State Road Systems, without any obligation to the Corporation or MJF other than those specifically set forth herein.

VI. MISCELLANEOUS.

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

B. In the event that the parties hereto are delayed, hindered or prevented from performing any act or thing required to be performed by and pursuant to the terms of this Agreement because of strikes, walkouts, casualties, Acts of God, labor trouble, material shortages, riots, insurrection or war, then the performance of such act or thing shall be excused for the period of delay, and the time of performance of any such act or thing shall be

extended for a period equivalent to the period of such delay.

C. Any headings referred to herein are for convenience only, and shall not have any legal significance.

D. The provisions hereof shall be subject to and governed by the laws of the State of Maryland.

E. The provisions of this Agreement relating to vehicular ingress and egress shall survive the completion of the parties' obligations hereunder.

F. All alternatives to the proposed alignment under consideration by the Administration will be [redacted] Policy Act of 1969 and the Maryland Environmental Policy Act.

G. Acquisition of the property through dedication by the Corporation for ON-SITE WORK will not influence the environmental analysis of the project including the decision relative to the need to construct the PROJECT or the selection of a specific location.

H. The property acquired through dedication for ON-SITE WORK will be revested to the Corporation if the property is not required for the alignment chosen after the completion of the environmental document. This clause is not intended to foreclose any rights the Corporation may have in the event Route 100 is not constructed.

8/4/89

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed in duplicate.

WITNESS:

Terry Fletcher

STATE HIGHWAY ADMINISTRATION

By: _____
Hal Kassoff, Administrator

August 16, 1989

Approved as to Form
and Legal Sufficiency:

Edward S. Harris
Assistant Attorney General

August 9 1989

APPROVAL RECOMMENDED

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

Aug. 11, 1989

Creston J. Mills
Creston J. Mills, Jr., Chief
Engineering Access Permits
Division

~~ATTEST:~~
WITNESS:

8/11
1989

McCUAN DEVELOPMENT GROUP,
INC. AND MJF ASSOCIATES
LIMITED PARTNERSHIP

By: _____
Patrick McCuan,
President and General
Partner

August 11, 1989

EXHIBIT 1

THIS BI-PARTY AGREEMENT made this 26th day of January, 1988 by and between the MARYLAND STATE HIGHWAY ADMINISTRATION, acting for and on behalf of the MARYLAND DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "ADMINISTRATION" and HOWARD COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "COUNTY".

WHEREAS, "ADMINISTRATION" is planning an overall comprehensive project for the ultimate construction of Md. Route 100 from I-95 to U.S. Route 29 in Howard County, Maryland; and

WHEREAS, [illegible] are actively processing subdivision plans and associated engineering drawings along the Route 100 corridor; and

WHEREAS, "ADMINISTRATION" has determined and "COUNTY" has agreed that it would be prudent to acquire land and to develop an initial two (2) lane, two (2) way roadway associated with the extension of Md. Route 100 between Md. Route 104 and U.S. Route 29, prior to the residential/commercial development process to minimize damages to contiguous properties and to minimize the financial impact to "ADMINISTRATION" associated with the land acquisition necessary for the future extension of Md. Route 100; and

WHEREAS, "ADMINISTRATION" is not at this time in the position to acquire any additional land associated with the Md. Route 100 project other than the land required for the interchange at Md. Route 100 and U.S. Route 29 and the intersection of Md. Route 100 and Md. Route 104, and desires to reserve its federal aid options; and

WHEREAS, "COUNTY" via a Capital Project (J-4089), has approved funding for acquisition of rights-of-way and for initial design and minor construction of a box culvert over the Red Hill Branch; and

WHEREAS, the parties hereto desire to cooperate with each other in accomplishing the Md. Route 100 project and to enter into an Agreement to state more fully the terms and conditions connected therewith.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. DEFINITIONS

1. "BOX CULVERT" - That portion of the Project consisting of a storm drain facility which is to be designed by "COUNTY" and constructed by "COUNTY" or "DEVELOPER" under "COUNTY" supervision over the Red Hill Branch on private property to be acquired by "COUNTY". "COUNTY" will design box culvert for the Ultimate Right-of-Way consisting of a six (6) lane divided highway and will construct or cause to be constructed, a box culvert for the Initial Roadway Construction consisting of a two (2) lane, two (2) way roadway.

2. "CONTINUOUS ROADWAY LINK" - the continuous initial two (2) lane, two (2) way roadway between "INTERSECTION" at Md. Route 104 and the [illegible] be completed or a) "INTERCHANGE" at U.S. Route 29, or b) intersection of Md. Route 100 with completed "DEVELOPER" roadway known as Long Gate Parkway, as more fully shown on Exhibit "A".

[illegible] "DEVELOPER(S)" [illegible] for those persons or entities who are in the business of subdividing property in the vicinity of and contiguous to "PROJECT", who are participating in the design and construction of one (1) or more sections of "Initial Roadway Construction".

4. "INITIAL ROADWAY CONSTRUCTION" - that portion of the Project to be constructed by "DEVELOPER(S)" consisting of an initial two (2) lane, two (2) way roadway between Md. Route 104 and U.S. Route 29, exclusive of Intersection, Interchange and Box Culvert.

5. "INTERCHANGE" - that portion of the Project to be constructed by "ADMINISTRATION" on property acquired or to be acquired by "ADMINISTRATION" at the intersection of Md. Route 100 at U.S. Route 29.

6. "INTERSECTION" - that portion of the Project to be constructed by "ADMINISTRATION" on property acquired or to be acquired by "ADMINISTRATION" at the intersection Md. Route 104 at Md. Route 100.

7. OFF-SITE WORK: - construction to be performed by "DEVELOPER on property owned or acquired by "ADMINISTRATION" or "COUNTY".

8. ON-SITE WORK: - any rights-of-way or construction on property owned by Developer which is required of "DEVELOPER" by "COUNTY" pursuant to the "COUNTY" subdivision and/or land development regulations.

9. "PROJECT" - the acquisition of rights-of-way, inspection and

construction of Md. Route 100 from Md. Route 104 to U.S. Route 29, including the following separately defined components: Intersection, Interchange, Initial Roadway Construction, Box Culvert, and Ultimate Right of Way.

10. "TEMPORARY ROAD TRANSFER AGREEMENT" - an agreement to be entered into by and between "COUNTY" and "ADMINISTRATION" prior to completion of "CONTINUOUS ROADWAY LINK" which transfers temporary maintenance responsibilities from "ADMINISTRATION" to "COUNTY" for "INTERSECTION" and sections of "INITIAL ROADWAY CONSTRUCTION" which have been built by "ADMINISTRATION" (if any) or by "DEVELOPER(S)" pursuant to "ADMINISTRATION" design and inspection criteria.

11. "ULTIMATE RIGHT-OF-WAY" - that portion of the "PROJECT" which consists of the rights-of-way required to support the six (6) lane divided highway which will constitute the Md. Route 100 roadway, including fee-simple and easements for supporting slopes, storm water management, berms and appurtenances, as identified on the "COUNTY" Capital Budget description entitled J-4089.

B. DESIGN

1. "ADMINISTRATION" shall provide design specifications for "PROJECT" including but not limited to the following: appropriate existing topographic mapping, horizontal and vertical alignment, cross-section data, line, grade and recommended pavement sections. "COUNTY" and "DEVELOPER" shall utilize these elements in the design and preparation of construction plans, right-of-way plats and descriptions for acquisition purposes.

2. "COUNTY" and "DEVELOPER" shall prepare all design plans, right-of-way plats and descriptions required for the "PROJECT", exclusive of "INTERSECTION" and "INTERCHANGE". These documents shall be prepared in accordance with the road construction data prepared by "ADMINISTRATION" to ensure compliance with "ADMINISTRATION" design and format criteria and eventual acceptance of the "PROJECT" by "ADMINISTRATION".

3. "ADMINISTRATION" shall not charge "COUNTY" fees for the review of any "DEVELOPERS" ON SITE construction plans, associated with the construction of "PROJECT".

4. "ADMINISTRATION", at its sole cost and expense, shall review and approve all plans and cost estimates by "COUNTY" and "DEVELOPERS", prior to the start of any construction.

5. "ADMINISTRATION" and "COUNTY" shall process construction

plans at the various stages on an expedited basis, with a target turnover time of seventeen (17) working days/per plan review.

6. Any work performed by "DEVELOPERS" OFF-SITE must be in accordance with plans and specifications which have been approved by both "COUNTY" and "ADMINISTRATION" and shall be covered under a separate agreement between "ADMINISTRATION" and "DEVELOPER".

C. ACQUISITION OF LAND

1. Upon approval by "ADMINISTRATION" of the right-of-way plats, "COUNTY" will commence to acquire the necessary right-of-way required for the "PROJECT".

2. "COUNTY" shall acquire all necessary rights-of-way, easements and other property rights associated with the construction of "PROJECT", [illegible] or to be purchased by "ADMINISTRATION" as identified on Exhibit "A", pursuant to one of the following methods:

a) "COUNTY" [illegible] right-of-way "ON-SITE WORK" by "DEVELOPERS" during the subdivision process. "COUNTY" will accept dedication of the initial eighty (80) foot right-of-way upon the last to occur of the following: 1) final completion of all construction by "DEVELOPER", 2) final inspection and approval by both "COUNTY" and "ADMINISTRATION", 3) recommendation for acceptance by Howard County Board of Public Works, and 4) acceptance by Director of the Howard County Department of Public Works.

b) All land located beyond the scope of the "DEVELOPERS" responsibility/obligation for the initial eighty (80) foot right-of-way of Md. Route 100, but required for the "ULTIMATE RIGHT-OF-WAY" of the "PROJECT" ("OFF-SITE WORK"), including property not currently slated for subdivision, will be acquired by "COUNTY" through negotiation or by condemnation, where resolutions authorizing condemnation have been approved by the Howard County Council.

3. "COUNTY" shall order two (2) or three (3) independent fee appraisals from a mutually approved list of appraisers. The number of independent fee appraisals will be determined by "COUNTY" and will be a function of (a) the estimated complexity of the appraisal assignment associated with property rights being appraised as part of the acquisition on any parcel affected by this "PROJECT", and (b) the "COUNTY'S" preliminary

estimate relative to total damages (Just Compensation), including appraisal values for property rights to be acquired plus all associated severance damages. Appraisers will be instructed to develop opinions of "Just Compensation" utilizing "ADMINISTRATION" forms. All final acquisition costs and reimbursements shall be subject to review and approval by the "ADMINISTRATION". In the event that any residential or commercial building(s) is/are affected by an approved alignment, applicable Federal and "ADMINISTRATION" requirements shall be followed relative to Relocation Assistance. The "ADMINISTRATION" Offices of Relocation Assistance shall provide all necessary relocation assistance to displaced property owners in addition but not limited to appraised values for acquisition of property necessary for "PROJECT".

4. In the event the "ADMINISTRATION" modifies the alignment of the right-of-way during or after the land acquisition process, thereby alleviating the need for portions of tracts already acquired by "COUNTY", "ADMINISTRATION" shall [illegible] acquire such unnecessary parcels and shall reimburse "COUNTY" for all costs associated with the purchase including, but not limited to: design, review, right-of-way, plat and description, land acquisition, including severance damages, administration, and such similar related costs.

5. The "ADMINISTRATION" shall acquire through negotiation or condemnation any parcel(s) located at the "INTERCHANGE" and "INTERSECTION".

D. CONSTRUCTION

1. "ON-SITE WORK" necessary for "INITIAL ROADWAY CONSTRUCTION", shall be accomplished by "DEVELOPER(S)" pursuant to Developer Agreements to be entered into with "COUNTY" providing for construction of the initial two (2) lane roadway, as required under the Howard County Subdivision and Land Development Regulations. "OFF-SITE WORK" necessary for "Initial Roadway Construction" shall be accomplished by "DEVELOPER(S)" through separate agreement(s) with "ADMINISTRATION" providing for the construction of the remainder of the initial two (2) lane roadway on property owned by either "COUNTY" or "ADMINISTRATION".

2. "COUNTY" shall construct or cause to be constructed the "BOX CULVERT" over the Red Hill Branch based on an initial two (2) lane roadway. "COUNTY" may design and provide for the construction of the "BOX CULVERT" using normal capital project techniques or "COUNTY" may elect to negotiate the construction of the "BOX CULVERT" with the "DEVELOPER" involved with road construction in the vicinity of the "BOX CULVERT". "ADMINISTRATION" reserves the right to approve any costs negotiated with the "DEVELOPER".

3. "ADMINISTRATION" shall be responsible for construction of "INTERCHANGE" and INTERSECTION" and all work to upgrade "INITIAL ROADWAY CONSTRUCTION" to the ultimate six (6) lane divided highway.

4. "ADMINISTRATION" shall inspect all work associated with construction of the "PROJECT".

E. ALLOCATION OF COSTS

1. "ADMINISTRATION" shall reimburse "COUNTY" for all costs associated with the "PROJECT" in two (2) equal annual installments. The first installment payment shall be made immediately upon completion, inspection and approval of the last section of "INITIAL ROADWAY CONSTRUCTION" such that the "CONTINUOUS ROADWAY LINK" is fully opereational, as more fully described in paragraphs 3 and 4 of the Temporary Road Transfer Agreement and Paragraph F.3 of this Agreement. The second payment which shall be adjusted as provided in paragraph 2, shall be made no later than one (1) year thereafter. "COUNTY" invoice shall include all "COUNTY" costs associated with the acquisition of rights-of-way, design and construction of the "PROJECT", including:

a) direct land acquisition (property) costs, and severance damages

b) direct and indirect costs associated with title reports and real estate appraisals

c) labor costs associated with land acquisition activities

d) litigation costs associated with condemnation, including court costs, attorney's fees and jury awards

e) actual costs associated with the inspection and construction of the "BOX CULVERT" over the Red Hill Branch.

2. The "PROJECT" costs incurred by "COUNTY" shall be adjusted as follows:

a) Subject to the approval of the Maryland Board of Public Works, the jointly approved appraised value of a portion of the excess land of the Meadowbrook, Inc. parcel to be deeded by "ADMINISTRATION" to "COUNTY"

(Meadowbrook Parcel") will be deducted from the total costs incurred by "COUNTY".

b) In the event the estimated Fair Market Value of the Meadowbrook Parcel is less than the "PROJECT" costs incurred by "COUNTY", "ADMINISTRATION" will reimburse "COUNTY" for the surplus net between the two (2) amounts.

c) In the event the estimated Fair Market Value of the Meadowbrook Parcel is more than the "PROJECT" costs incurred by "COUNTY", "COUNTY" will reimburse "ADMINISTRATION" for the surplus net between the two (2) amounts.

3. The "ADMINISTRATION" agrees to fund and construct the "INTERSECTION"

F. ROADWAY MAINTENANCE AND TRANSFER OF RIGHT-OF-WAY

1. Responsibility for Maintenance of "INITIAL ROADWAY CONSTRUCTION" shall be as follows:

a) "ON-SITE WORK": For those sections constructed by "DEVELOPER(S)" within their subdivisions as required by "COUNTY" land development procedures, "COUNTY" ownership and maintenance responsibilities will begin upon the last to occur of the following: 1) final completion of all construction by "DEVELOPER", 2) final inspection and approval by both "COUNTY" and "ADMINISTRATION", 3) recommendation for acceptance by Howard County Board of Public Works, and 4) acceptance by Director of the Howard County Department of Public Works.

b) "OFF-SITE WORK": Upon written notification from "ADMINISTRATION" that a specific roadway section of "OFF-SITE WORK" has been completed in accordance with "ADMINISTRATION" design, construction, and inspection criteria, maintenance responsibilities for such section shall be transferred to "COUNTY" via a "TEMPORARY ROAD TRANSFER AGREEMENT" a copy of which is attached hereto as Exhibit "B" The official date of maintenance transfer shall correspond with the date of the execution of the "TEMPORARY ROAD TRANSFER AGREEMENT" by the Howard County Executive.

2. "ADMINISTRATION" shall be responsible for the acquisition, construction, and maintenance of "INTERCHANGE" and "INTERSECTION.

3. Termination of Maintenance Responsibility by "COUNTY" and transfer of Rights-of-Way to "ADMINISTRATION" shall be as follows:

All fee-simple and/or easement rights acquired as part of "PROJECT" by "COUNTY" shall be transferred to "ADMINISTRATION" upon completion, inspection, and approval of the last section of "INITIAL ROADWAY CONSTRUCTION" such that the "CONTINUOUS ROADWAY LINK" is fully operational. At such time as the "CONTINUOUS ROADWAY LINK" is fully inspected, approved, and operational, "COUNTY" shall transfer maintenance responsibilities for the "INITIAL ROADWAY CONSTRUCTION" to "ADMINISTRATION" pursuant to the "TEMPORARY ROAD TRANSFER AGREEMENT" attached hereto as Exhibit "B". Payment of the first installment for the cost of the "PROJECT" shall be made by "ADMINISTRATION" to "COUNTY" simultaneously with transfer to "ADMINISTRATION" of the fee-simple and/or easement rights acquired as part of "PROJECT" by "COUNTY".

[illegible] from performing any act or thing required to be performed by it pursuant to the terms of this agreement because of strikes, lock-outs, casualties, acts of God, labor [illegible] beyond its reasonable control, then the performance of such act or thing shall be excused for the period of delay and the time for performance of any such act or thing shall be extended for a period equivalent to the period of such delay.

THIS AGREEMENT shall inure to and be binding upon the parties hereto, their successors and assigns, and shall be interpreted under the laws of Maryland. The effective date of this contract shall be the date the last party fully executes this contract.

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:

STATE HIGHWAY ADMINISTRATION

BY: _____
Hal Kassoff
Administrator

1/28, 1988

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Nolan H. Rogers
Assistant Attorney General

RECOMMENDED FOR APPROVAL

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

Jan. 18, 1988

ATTEST:

William E. Eakle
County Administrator

HOWARD COUNTY, MARYLAND

BY: _____
Elizabeth Bobo
County Executive

APPROVED: DEPARTMENT OF PUBLIC WORKS

James M. Irvin, Director

APPROVED FOR SUFFICIENCY OF FUNDS.

3/21/88
Raymond F. Servary, Jr., Director

APPROVED for Legal Form and Sufficiency
this 18 day of March, 1988

Barbara M. Cook
County Solicitor

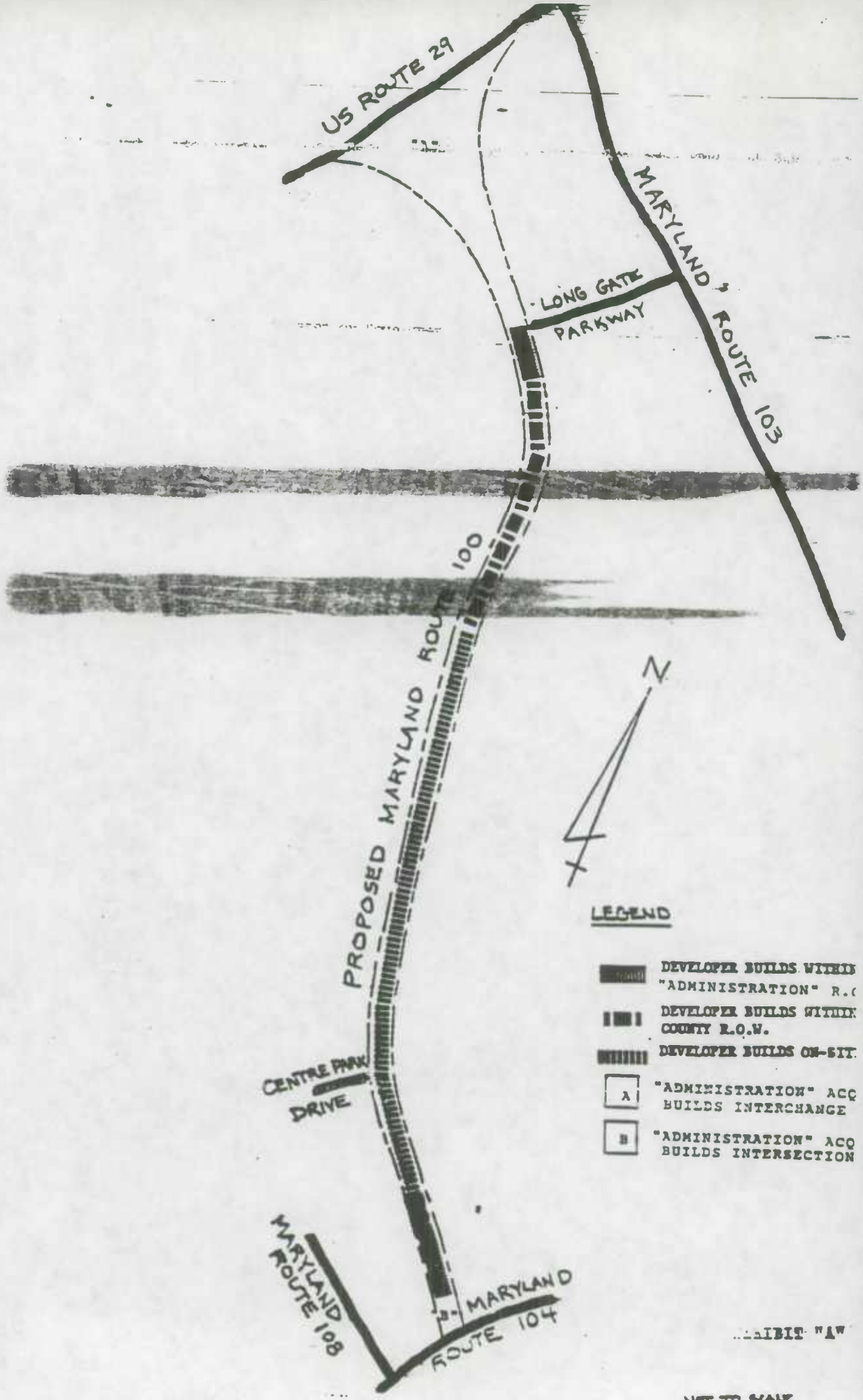


EXHIBIT "A"

NOT TO SCALE

THIS TEMPORARY ROAD TRANSFER AGREEMENT made this 26th day of January, 1988, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "ADMINISTRAT and Howard County, Maryland, hereinafter referred to as "COUNTY". Several develc shall construct portions of Maryland Route 100 between U.S. Route 29 and Maryland Route 104 by either Agreement with State or Developer Agreement with County. Fo purposes of the Agreement, Developer(s) shall hereinafter be referred to collecti as "Developer".

WHEREAS, under authority contained in Transportation Article Title 8-30 the Annotated Code of Maryland, "ADMINISTRATION" is empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of State Highway, or portion thereof, with the governing bodies of the several polit subdivisions of Maryland, for the purpose of reducing the cost of road maintenanc and the governing bodies of the several political subdivisions of Maryland are empowered to enter into a Temporary Road Transfer Agreement to transfer jurisdict over and responsibility for the maintenance of any County or Municipal road, or portion thereof, with "ADMINISTRATION"; and

WHEREAS, "ADMINISTRATION" has agreed to transfer the hereinafter descri sections of road which have been constructed by "Developer" (with intersection/in change construction by "ADMINISTRATION") and inspected and approved by "ADMINISTR and "COUNTY" has agreed to temporarily accept same as a part of the County Highwa System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in considera- of $1.00 and other good and valuable considerations, the receipt and sufficiency which are hereby acknowledged, the parties hereto agree as follows:

1. "ADMINISTRATION" does hereby transfer unto "COUNTY" and "COUNTY" do temporarily accept from "ADMINISTRATION" jurisdiction over and responsibility for the maintenance of various sections of Md. Route 100 from U.S. Route 29 to Md. Route 104, more particularly identified on the plat marked as Exhibit "A", which attached hereto and incorporated herein by reference.

EXHIBIT "B"

2. "ADMINISTRATION" herein, through this agreement and by means of a d of conveyance to be executed by the parties, agrees to transfer any and all righ held by "ADMINISTRATION" against any utility company regarding any utility owned facilities which may have been installed within the right-of-way under terms and conditions of utility permit issued by "ADMINISTRATION".

3. THIS TEMPORARY ROAD TRANSFER AGREEMENT shall be terminated and all "COUNTY'S", maintenance responsibilities shall cease at such time as a fully ins and approved continuous roadway link of Md. Route 100 occurs between Maryland Ro 104 and either Long Gate Parkway (to be built by Developer) or U.S. Route 29/Mar Route 103 interchange (to be built by "ADMINISTRATION"), whichever occurs first. [illegible] fee simple and/or easement rights acquired by "COUNTY" as part Maryland Route 100 between Maryland Route 104 and U.S. Route 29 shall be transfe to "ADMINISTRATION" at time as the above-described continuous roadway link is fu [illegible] Payment of the first installment for the cost of the Md. Route 100 project shall be made by "ADMINISTRATION" to "COUNTY" simultaneously with transfer to "ADMINISTRATION" of the fee-simple and/or easeme rights acquired as part of the Md. Route 100 project by "COUNTY".

EXHIBIT "B

THIS PROGRAM MANAGER AGREEMENT shall inure to and be binding u the parties hereto, their successors and assigns, and shall be interpreted un the laws of Maryland.

WITNESS:

STATE HIGHWAY ADMINISTRATION

BY: _____
Hal Kassoff
Administrator

1/28, 1987

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Nolan H. Rogers
Assistant Attorney General

RECOMMENDED FOR APPROVAL

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

Jan. 18, 1987

ATTEST:

William E. Eakle
County Administrator

HOWARD COUNTY, MARYLAND

BY: Elizabeth Bobo
Elizabeth Bobo
County Executive

APPROVED: DEPARTMENT OF PUBLIC WORKS

James M. Irvin, Director

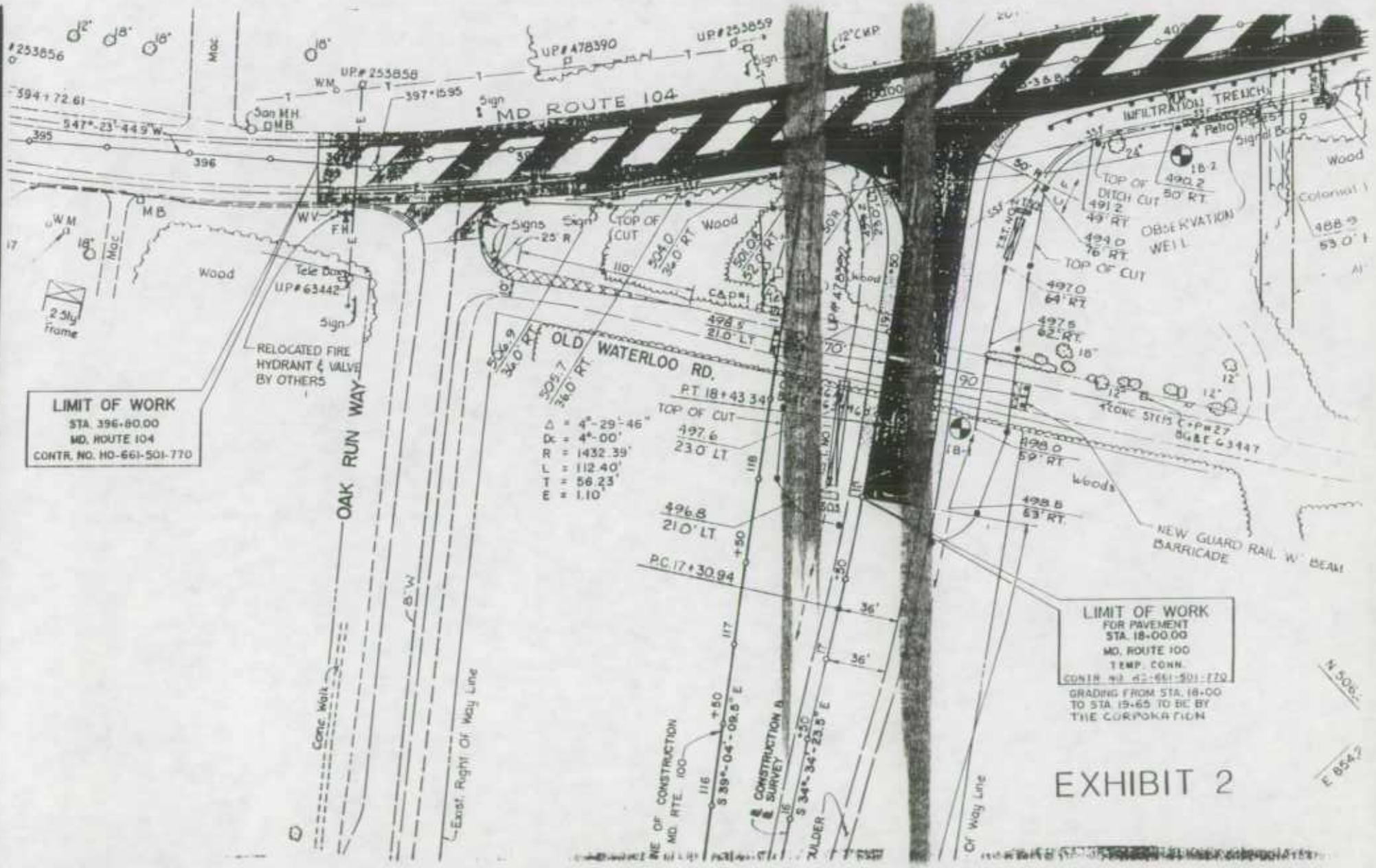
APPROVED FOR SUFFICIENCY OF FUNDS

Raymond F. Servary, Jr., Director
Office of Finance

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
this 18 day of March, 1987

Barbara M. Cook
County Solicitor

EXHIBIT


MD ROUTE 104
OLD WATERLOO RD.
OAK RUN WAY
LIMIT OF WORK
STA. 396+80.00
MD. ROUTE 104
CONTR. NO. HO-661-501-770
RELOCATED FIRE HYDRANT & VALVE BY OTHERS
Δ = 4°-29'-46"
Dc = 4°-00'
R = 1432.39'
L = 112.40'
T = 56.23'
E = 1.10'
PT 18+43.34
PC 17+30.94
TOP OF CUT
INFILTRATION TRENCH
OBSERVATION WELL
NEW GUARD RAIL W BEAM BARRICADE
LIMIT OF WORK
FOR PAVEMENT
STA. 18+00.00
MD. ROUTE 100
TEMP. CONN.
GRADING FROM STA. 18+00 TO STA. 19+65 TO BE BY THE CORPORATION
EXHIBIT 2

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

August 4, 1989

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective August 4, 1989, between the State Highway Administration and Howard County, Maryland relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Howard County

MD 957A (Old Waterloo Road), from MD 108 easterly to the end of State maintenance near Old Waterloo Middle School, a total distance of 0.75± miles.

- Now all Co. 1911

Said agreement had previously been executed by the County Executive and County Administrator of Howard County, and approved as to form and legal sufficiency by Assistant Attorney General Jean Colburn.

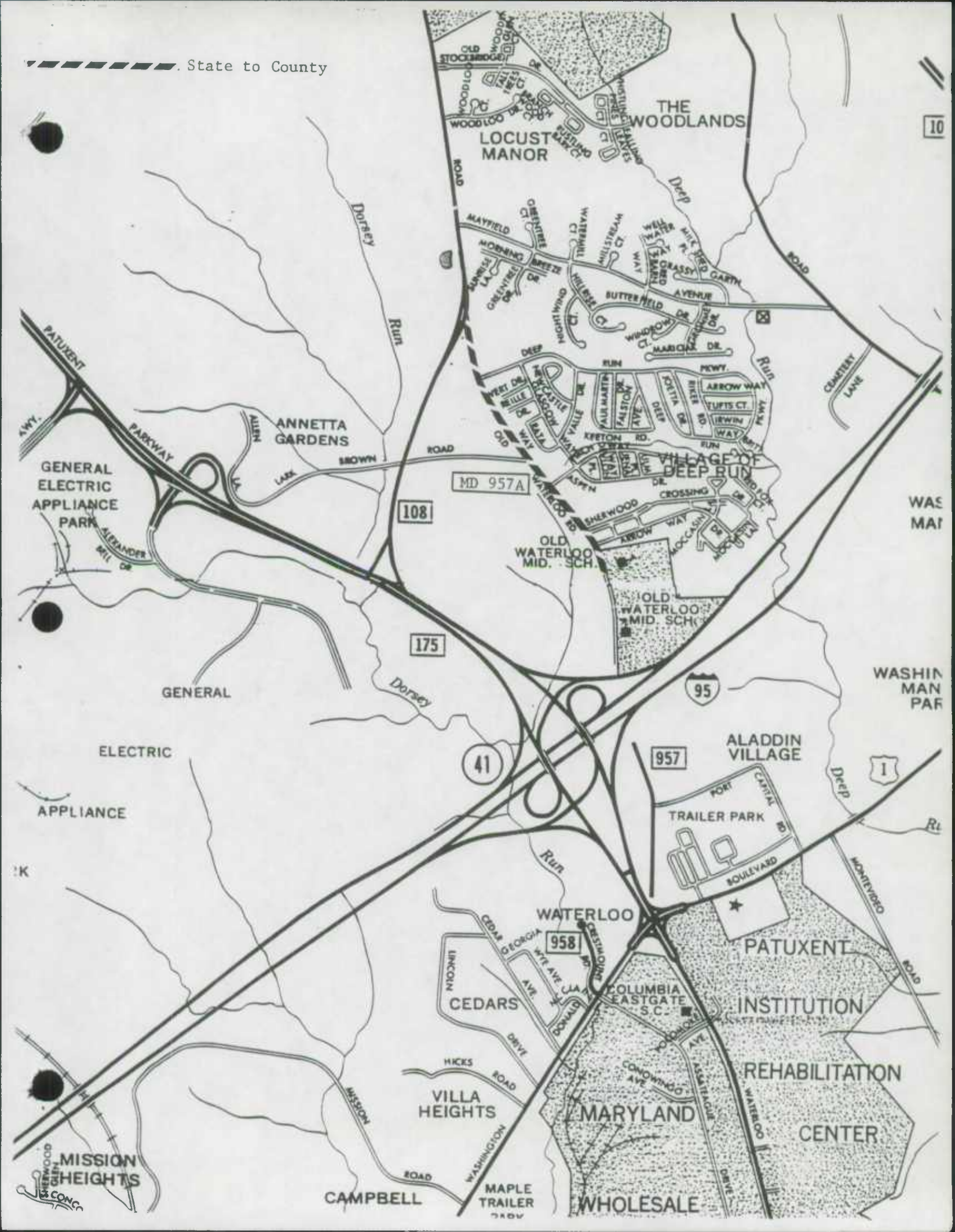
A map indicating the road being transferred is attached.

See Transfer agreement 12/11/86

JH:ELD

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. W. R. Clingan
Mr. J. L. Anders
Mr. J. E. Schene
Mr. G. R. Straub
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. E. Chambers
Mr. C. Mills
Mr. A. M. Capizzi
Mr. T. Watts
Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
Mr. M. R. Baxter
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. J. Shea
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz

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


State to County
THE WOODLANDS
LOCUST MANOR
OLD STOCKBRIDGE
WOODLOO DR.
MAYFIELD
MORNING BREEZE
GREENTREE CT.
WATERMILL
MILLSTREAM CT.
WELL WATER
MILK WEED
GRASSY GARTH
BUTTERFIELD AVENUE
WINDSOR CT.
MARIGOLD DR.
HIGH LEDGE CT.
DEEP RUN
PKWY.
ARROW WAY
TUFTS CT.
IRWIN WAY
RICKER RD.
JOETTA DR.
FALSTON AVE
FAIR MARTIN DR.
YALE DR.
WATERLOO
KEETON RD.
ASPEN DR.
CROSSING DR.
SHERWOOD
ARROW WAY
MOCCASIN DR.
MOCCASIN LA.
OLD WATERLOO MID. SCH.
VILLAGE OF DEEP RUN
MD 957A
108
175
95
41
957
958
Dorsey Run
Deep Run
ROAD
CEMETERY LANE
PATUXENT PARKWAY
ALLEN LA.
LAKE
BROWN ROAD
ANNETTA GARDENS
GENERAL ELECTRIC APPLIANCE PARK
ALEXANDER MILL DR.
GENERAL ELECTRIC APPLIANCE
ALADDIN VILLAGE
TRAILER PARK
FORT CAPITAL RD.
BOULEVARD
MONTEVIDEO ROAD
WATERLOO
CRESTWOOD RD.
CEDAR GEORGIA AVE
LINCOLN DRIVE
DONALD AVE
CEDARS
COLUMBIA EASTGATE S.C.
PATUXENT INSTITUTION
REHABILITATION CENTER
MARYLAND
CONDOWINDO AVE
ASSEMBLY DRIVE
WATERLOO DRIVE
HICKS ROAD
VILLA HEIGHTS
MISSION ROAD
WASHINGTON ROAD
CAMPBELL
MAPLE TRAILER PARK
WHOLESALE
MISSION HEIGHTS
GLEN SHERWOOD
WASHIN MAN PAR
WAS MAI

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

November 17, 1988

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective November 1, 1988, between the State Highway Administration and Howard 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 Howard County

Co 2050 MD 108B from relocated MD 108C westerly to road end, a total distance of 0.11± miles. Co. 2050

Co 2051 MD 108C from Old Annapolis Road (Co. 76) south to MD 108B, a total distance of 0.09± miles. Co. 2051

Co 1575 MD 108D (Columbia Road) from Old Annapolis Road (Co. 76) south to MD 108 (Colesville Road), a total distance of 0.25± miles. Co. 1575

Co 2052 MD 108E (Access Road #2) from MD 108D west to road end, a total distance of 0.07± miles. Co 2052

Co 2053 MD 108F (Bendix Road) from MD 108 (Colesville Road) east to road end at Bendix Corporation entrance, a total distance of 0.15± miles. Co 2053

Co 576 MD 108G (Edgar Road) from MD 108F (Bendix Road) north to Winding Way (Co. 56), a total distance of 0.39± miles. Co. 576

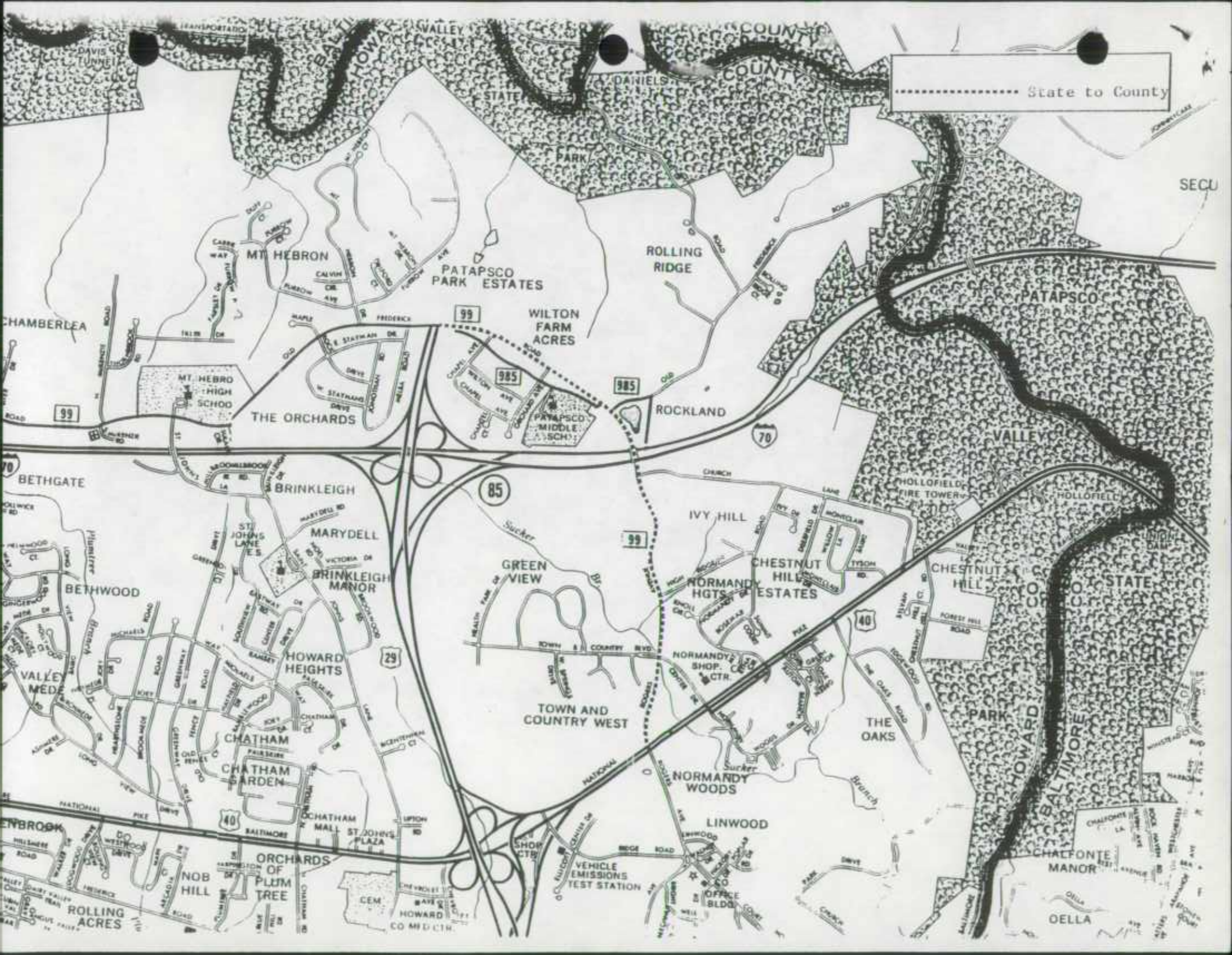
Co 76 MD 108J (Old Annapolis Road), a cul-de-sac at the road end south of MD 108C, a total distance of 0.02± miles. Co. 76

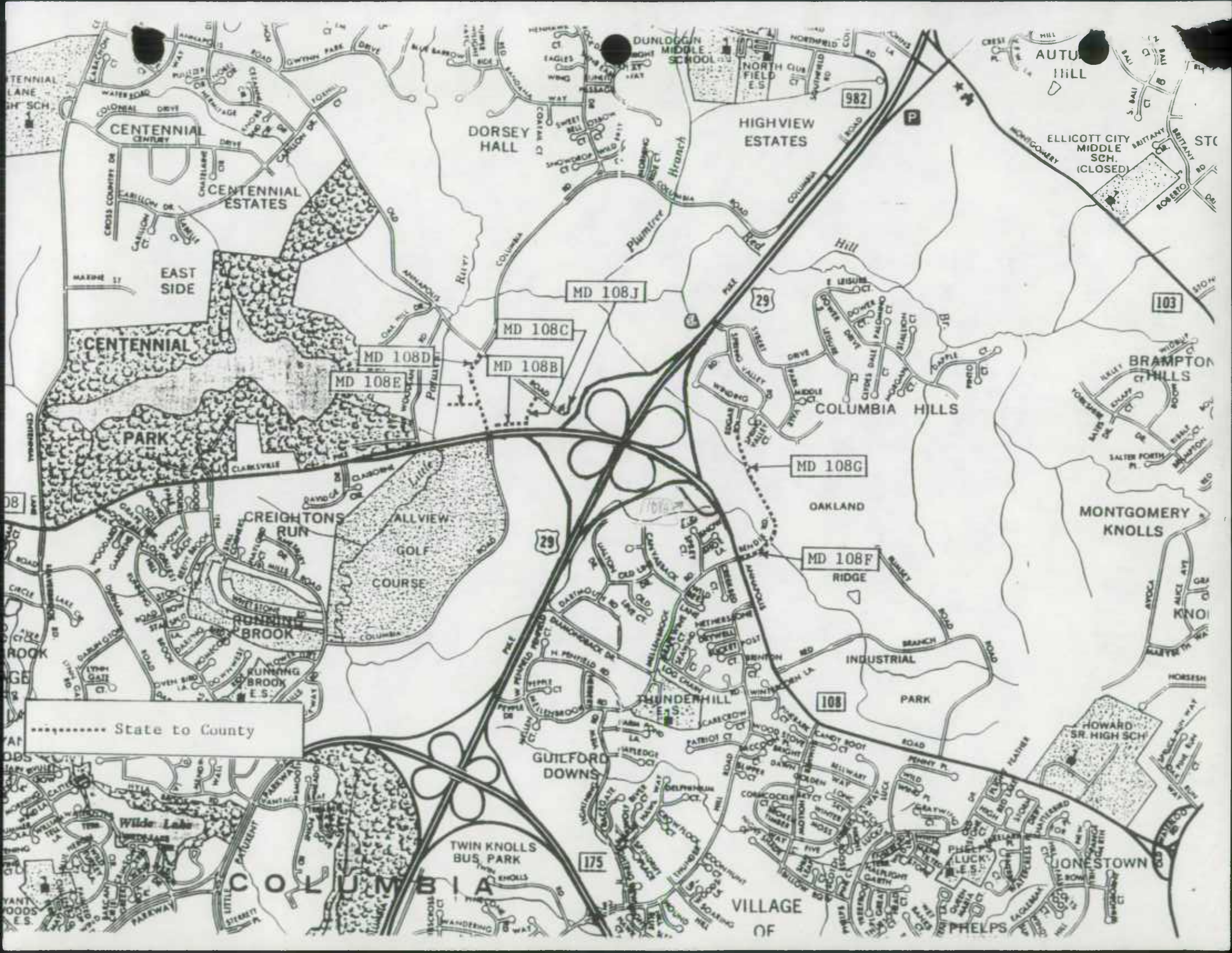
Co 2066 / 1.18 / Co 1312 9.42 MD 99 (Old Frederick Road) from US 29 7.57 (Colesville Road) to US 40 (Baltimore National Pike), including the bridge (#13039) over Sucker Branch and minor surface repairs, lane striping, and snow removal for the bridge (#13001) over I-70, a total distance of 1.85± miles. Co 2066 - 0.67 mi. Co 1312 - 1.18 mi.

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

Maps indicating the roads being transferred are attached.

LBS:ELD


State to County
DAVIS TUNNEL
STATE
PARK
DANIELS
MT. HEBRON
PATAPSCO PARK ESTATES
ROLLING RIDGE
WILTON FARM ACRES
CHAMBERLEA
MT. HEBRO HIGH SCHOO
THE ORCHARDS
PATAPSCO MIDDLE SCH
ROCKLAND
PATAPSCO
VALLEY
BETHGATE
BRINKLEIGH
MARYDELL
ST. JOHNS LANE E.S.
BRINKLEIGH MANOR
BETHWOOD
IVY HILL
HOLLOFIELD FIRE TOWER
HOLLOFIELD
GREEN VIEW
CHESTNUT HILL
NORMANDY HGTS.
ESTATES
CHESTNUT HILL
STATE
HOWARD HEIGHTS
VALLEY MEDE
NORMANDY SHOP. CTR.
TOWN AND COUNTRY WEST
THE OAKS
PARK
CHATHAM
CHATHAM GARDEN
NORMANDY WOODS
CHATHAM MALL
ST. JOHNS PLAZA
LINWOOD
ORCHARDS OF PLUM TREE
NOB HILL
VEHICLE EMISSIONS TEST STATION
CO OFFICE BLDG
CHALFONTE MANOR
ROLLING ACRES
HOWARD CO MED CTR
OELLA
Sucker
Branch
99
985
70
85
29
40


CENTENNIAL
CENTENNIAL ESTATES
EAST SIDE
CENTENNIAL
PARK
DORSEY HALL
DUNLOGGIN MIDDLE SCHOOL
NORTH FIELD E.S.
HIGHVIEW ESTATES
ELLICOTT CITY MIDDLE SCH. (CLOSED)
MD 108J
MD 108C
MD 108D
MD 108B
MD 108E
MD 108G
MD 108F
COLUMBIA HILLS
BRAMPTON HILLS
OAKLAND
RIDGE
MONTGOMERY KNOLLS
CREIGHTONS RUN
ALLVIEW GOLF COURSE
RUNNING BROOK
RUNNING BROOK E.S.
INDUSTRIAL PARK
THUNDERHILL E.S.
GUILFORD DOWNS
HOWARD SR. HIGH SCH
TWIN KNOLLS BUS. PARK
COLUMBIA
VILLAGE OF
PHELPS LUCK E.S.
JONESTOWN
Wilde Lake
State to County

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
FRIDAY, MAY 13, 1988
* * *

Administrator Kassoff executed the following deed of Perpetual Utility Easement, dated May 13, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
C & P Telephone Company of Maryland	400 sq. ft. excess land located near intersection of US 29 & Vista Rd. in Howard County; former prop. of First Baptist Church of Laurel, Item 59597, Proj. HO-314-40-771.	To be used for installation & maintenance of 2 S.A.I. cabinets.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. W. R. Clingan
Mr. R. B. Deyo
Mr. J. T. Neukam
Secretary's File
Project HO-314-40-771

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
TUESDAY, MAY 3, 1988
* * *

Administrator Kassoff executed the following road transfer deed dated May 3, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the road is indicated and as more fully described in the deed:

GRANTEE	CONVEYANCE	IN ACCORDANCE WITH
Howard County	MD Rte. 970-G from MD Rte. 144 Northerly to the Road End.	Request of Grantee
	MD Rte. 851-G from MD Rte. 851-D 0.03 mile E. of MD Rte. 32 to RD End 0.78 mile W. of MD 32 0.88 mile; a total of 11.73± miles, Item 72370-E.	*See Transfer Agreement Memo Dec. 13, 1984*

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

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

February 26, 1988

Director Pedersen, Office of Plannning and Preliminary Engineering executed a road transfer agreement dated February 26, 1988, between the State Highway Administration and Howard County, Maryland relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

State Highway Administration to Howard County

MD 732P (Linden Church Road) from Ten Oaks Road (County #558) to MD 32, a total distance of 0.14± miles.

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

ATL:ELD

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

Secretary's File
Mr. M. R. Baxter
Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Mills
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. L. Anders
Mr. J. E. Schene
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith
Howard County:
Director of Public Works
Office of Planning and Zoning

THIS AGREEMENT, made this 26th day of February, 19 88, 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 Howard County, Maryland, hereinafter referred to as "County", party of the second part.

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

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

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

MD 732P (Linden Church Road), from Ten Oaks Road (County #558) to MD 32, a total distance of ± 0.14 miles.

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

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

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

3. The basis for the allocation of funds will include the additional ± 0.14 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

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

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

6. The State herein through this Agreement, and by means of a deed of conveyance to be executed by the parties, agrees to transfer any and all rights held by the State against any utility company regarding any utility owned facilities which may have been installed within the right-of-way under terms and conditions of a utility permit issued by the State.

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

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

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

WITNESS:

By: Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 22nd day of February, 19 88.

Assistant Attorney General

ATTEST:

County Administrator

HOWARD COUNTY, MARYLAND

By: County Executive

APPROVED: DEPARTMENT OF PUBLIC WORKS

Director

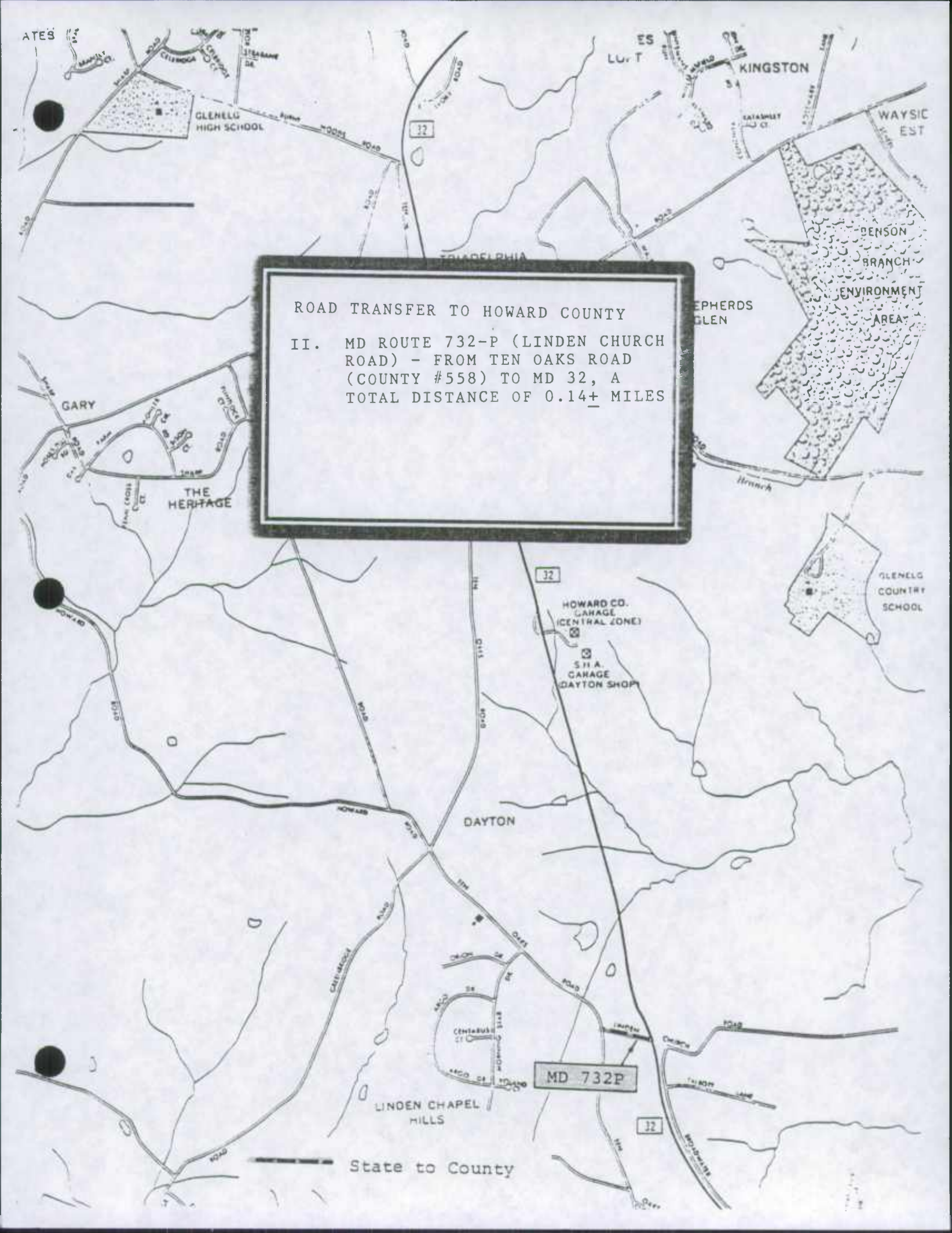
APPROVED FOR SUFFICIENCY OF FUNDS

1/26/88

Director, Office of Finance

APPROVED FOR LEGAL FORM AND SUFFICIENCY this 25th day of January, 1988

County Solicitor


ROAD TRANSFER TO HOWARD COUNTY
II. MD ROUTE 732-P (LINDEN CHURCH ROAD) - FROM TEN OAKS ROAD (COUNTY #558) TO MD 32, A TOTAL DISTANCE OF 0.14± MILES
GLENELG HIGH SCHOOL
KINGSTON
WAYSIDE EST
DENSON BRANCH ENVIRONMENT AREA
GARY
THE HERITAGE
HOWARD CO. GARAGE (CENTRAL ZONE)
S.H.A. GARAGE (DAYTON SHOP)
GLENELG COUNTRY SCHOOL
DAYTON
LINDEN CHAPEL HILLS
MD 732P
32
State to County

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
FRIDAY, FEBRUARY 19, 1988
* * *

Administrator Kassoff executed the following deed dated February 19, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Kamleh A. Khoury	1.357± A. excess land improved with single story brick dwelling, located on SS of Baltimore St. at US 1 (Balto./Wash. Blvd.), Reloc. Md. Rte. 32, Savage, in Howard Co.; former prop. of J. R. Spedalere (Item 56371), H. N. Fisher (Item 60707), A. R. Wallace (Item 60780), F. C. Jones (Item 60782); Proj. HO-292-028-771.	Auction bid in amount of $183,000; initial deposit of $9,000 as requested by bid form in the Cashier's Office.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. D. E. Muser
Mr. G. W. Bowman
Mr. J. A. Mahorney
Mr. J. T. Neukam
Secretary's File
Project HO-292-028-771

MEMORANDUM OF ACTION OF ADMINISTRATION HAL KASSOFF
TUESDAY, JANUARY 26, 1988
* * *

Administrator Kassoff executed two originals of agreement between the State Highway Administration and Howard County, dated January 26, 1988, wherein the parties set forth and establish their obligations and responsibilities to the ultimate construction of MD Rte. 100 from I-95 to US Rte. 29, in accordance with the terms and conditions more fully set forth therein.

This agreement has been executed by all parties, approved by Director Office of Planning and Preliminary Engineering N. Pedersen and approved as to form and legal sufficiency by Assistant Attorney General & Chief Counsel Rogers.

Two copies of the executed agreement have been forwarded to Mr. N. Pedersen (for transmittal to Howard County) and the original is being held in the Secretary's Office-SRC for Administration files.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. N. J. Pedersen
Mr. R. C. Pazourek
Mr. W. R. Clingan
Mr. J. D. Bruck
Mr. N. H. Rogers
Mr. T. J. Neukam
Mr. A. M. Capizzi
Secretary's File
SHA-Howard County File

Maryland Department of Transportation
State Highway Administration

Richard H. Trainor
Secretary
Hal Kassoff
Administrator

January 26, 1988

M E M O R A N D U M

TO: Distribution List

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

SUBJECT: MD 732A Road Transfer CO 1839
Howard County

Attached is a copy of the Memorandum of Action of Administrator Hal Kassoff, dated June 1, 1987, regarding the execution of an agreement between the State Highway Administration and Howard County establishing respective obligations and responsibilities for and subsequent to the rehabilitation of MD 732A (Guilford Road), under SHA Contract HO-642-501-783.

This agreement, also dated June 1, 1987, provides for the transfer to Howard County of MD 732A (Guilford Road), from 150' east of Broken Land Parkway westerly to Old Columbia Road, a distance of 1.28± miles, upon completion and acceptance of the contract.

This bureau has received notification from District Engineer Wayne R. Clingan, dated January 8, 1988, that work under the aforementioned contract has been completed and accepted as of December 11, 1987.

Therefore, under the terms and conditions of the agreement, the subject roadway and appurtenances thereto are the property and responsibility of the Howard County, effective December 11, 1987.

For your convenience, a map segment indicating the road being transferred is attached.

JTN:ELD
Attachments

My telephone number is (301) 333-1369

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

Distribution List

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. W. R. Clingan
Mr. G. R. Straub
Mr. R. J. Finck
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. C. W. Wilson
Mr. L. Brocato
Mr. E. Chambers
Mr. L. Ege
Mr. D. A. Bochenek
Secretary's File
Mr. M. R. Baxter ✓
Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. L. Anders
Mr. J. E. Schene
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith

Maryland Department of Transportation
State Highway Administration

Richard H. Trainor
Secretary
Hal Kassoff
Administrator

January 14, 1988

M E M O R A N D U M

TO: Mr. Edgar C. Chambers, Chief
Records and Research Section
Bureau of R/W Administration

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

SUBJECT: MD 732A Road Transfer G1839
Howard County

Attached is notification from District Engineer Wayne R. Clingan that the terms of the construction agreement of June 1, 1987 for the transfer of MD 732A from the Administration to Howard County have been satisfied as of December 11, 1987. Therefore, MD 732A is now the responsibility of Howard County.

In accordance with current procedures, please research the appropriate road(s) for existing right-of-way and ownership and forward copies of plats to the District Engineer for his use.

By copy of this memorandum, we are notifying Mr. Kurt Oelmann to proceed with the preparation of the deed upon his receipt of descriptions from Mr. Carl Schmidt.

Should you have any questions or a need for additional information, please contact this office.

Thank you for your continued assistance and cooperation.

By: A. Thomas Landon Jr.
A. Thomas Landon, Jr., Chief
Planning Services Unit

JTN:ELD
Attachment

cc: Mr. Wayne R. Clingan
Mr. Kurt Oelmann
Mr. Carl Schmidt

My telephone number is (301) 333-1309

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

T. Heukenn

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
FRIDAY, NOVEMBER 13, 1987
* * *

Administrator Kassoff executed the following deed dated November 13, 1987, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Crossroads Park Limited Partnership, a Maryland Limited Partnership	0.572± A. excess land located on NW side of US Rte. 1 (Balto. Wash.Blvd.) & Md. Rte. 32 - (Patuxent Freeway), Savage, Howard Co.; former prop. of P. Bailey, Item 45833, & C. Davis, Item 46227, Proj. HO-292-028-771.	Informal bid from only adjoining property owner.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. W. R. Clingan
Mr. G. W. Bowman
Mr. J. F. Mahorney (2)
Secretary's File
Project HO-292-028-771

J. T. Newkom

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
FRIDAY, NOVEMBER 13, 1987
* * *

Administrator Kassoff executed the following road transfer deed dated November 13, 1987, 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 as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Howard County	Md. Rte. 477 from US Rte. 1 S. of Montgomery Rd. of US Rte. 1 N. of Montgomery Rd., including new connection to US Rte. 1, a total distance of 1.51 mi.; Proj. HO-568-301-777, R/W #72370-D.	Request of Grantee (Road Transfer Memorandum Dated June 29, 1983)

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. W. R. Clingan
Mr. J. F. Glover
Secretary's File
Project HO-568-301-777

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
MONDAY, OCTOBER 19, 1987
* * *

Administrator Kassoff executed the following deed dated October 19, 1987, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Howard County, Md.	Md. Rte. 987 (Old Columbia Pike) from Main St. in Ellicott City to Md. Rte. 103 (Montgomery Rd.), including Structure #13107 over Tiber Creek, a distance of 1.49± miles; File No. 72370-F.	Road transfer agreement dated April 10, 1985.

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

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

July 28, 1987

Director Pedersen, Office of Plannning and Preliminary Engineering executed a road transfer agreement dated July 28, 1987, between the State Highway Administration and Howard 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 Howard County

NOTE: OLD STRUCTURE ON MD 708A HAS #13017. SINCE TORN DOWN. STRUCTURE NUMBER REASSIGNED TO NEW BRIDGE ON MD 108

MD 708A (Bragdon Wood), from relocated MD 108 northerly to road end at Middle Patuxent River, including structure #13017, a total distance of ± 0.14 miles. Now Co. 1945

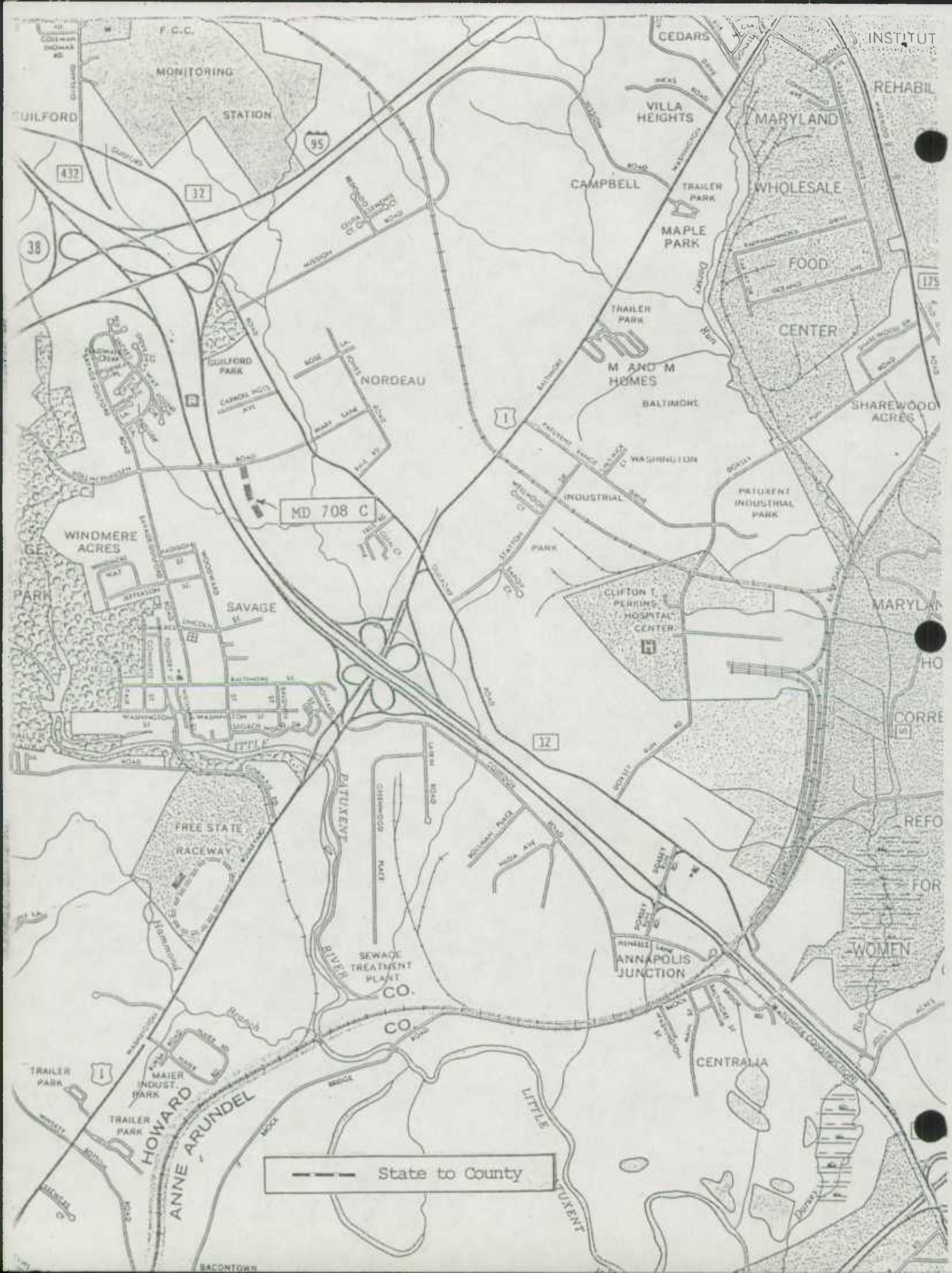
MD 708B (Middle Patuxent Court), from MD 108 southerly for a distance of ± 0.03 miles. Now part of Co. 1641

MD 708C (Public Road 'K'), from Vollmerhausen Road southerly for a distance of ± 0.21 miles. Castleford Dr. - part of Co 1944

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

ATL:ELD

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. W. R. Clingan
Mr. G. R. Straub
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. C. W. Wilson
Mr. L. Brocato
Mr. E. Chambers
Mr. L. Ege
Mr. D. A. Bochenek
Secretary's File
Mr. M. R. Baxter
Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. L. Anders
Mr. J. E. Schene
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith


F.C.C.
MONITORING
STATION
GUILFORD
432
32
95
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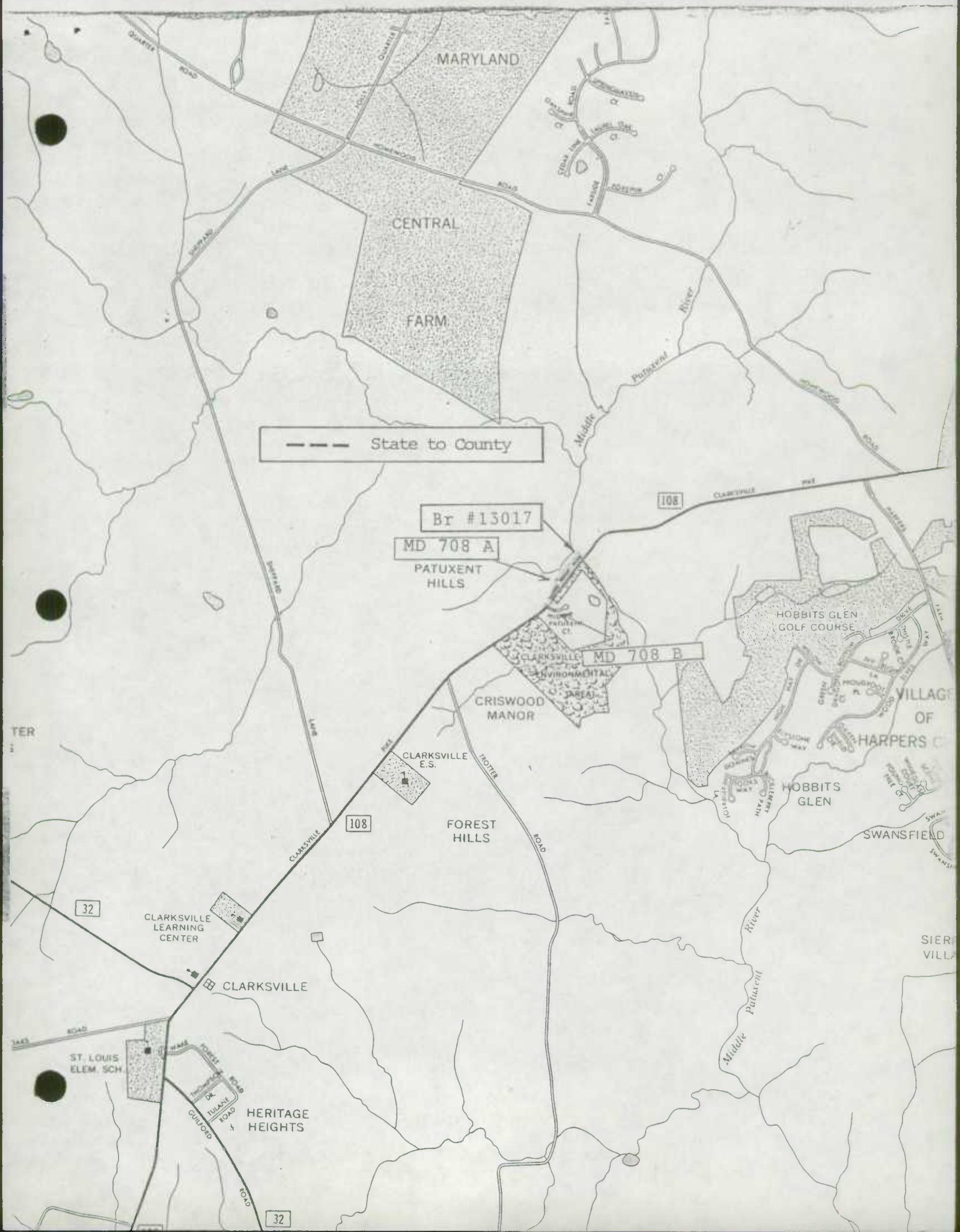
VILLA
HEIGHTS
CAMPBELL
TRAILER
PARK
MAPLE
PARK
MARYLAND
WHOLESALE
FOOD
CENTER
REHABIL
125
TRAILER
PARK
M AND M
HOMES
BALTIMORE
SHAREWOOD
ACRES
GUILFORD
PARK
NORDEAU
WASHINGTON
INDUSTRIAL
PARK
PATUXENT
INDUSTRIAL
PARK
MD 708 C
WINDMERE
ACRES
SAVAGE
CLIFTON T.
PERKINS
HOSPITAL
CENTER
MARYLAN
HO
CORRE
REFO
FOR
WOMEN
FREE STATE
RACEWAY
PATUXENT
RIVER
SEWAGE
TREATMENT
PLANT
ANNAPOLIS
JUNCTION
CO.
CO.
CENTRALIA
TRAILER
PARK
MAIER
INDUST
PARK
TRAILER
PARK
HOWARD
ANNE ARUNDEL
LITTLE
PATUXENT
State to County
BACONTOWN


MARYLAND
CENTRAL
FARM
State to County
Br #13017
MD 708 A
PATUXENT HILLS
MD 708 B
CLARKSVILLE ENVIRONMENTAL AREA
CRISWOOD MANOR
HOBBITS GLEN GOLF COURSE
VILLAGE OF HARPERS
HOBBITS GLEN
SWANSFIELD
CLARKSVILLE E.S.
FOREST HILLS
CLARKSVILLE LEARNING CENTER
CLARKSVILLE
ST. LOUIS ELEM. SCH.
HERITAGE HEIGHTS
Middle Patuxent River
108
32

Maryland Department of Transportation
State Highway Administration

RICHARD H. TRAINOR
Secretary

HAL KASSOFF
Administrator

July 7, 1987

M E M O R A N D U M

TO: Distribution List

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

SUBJECT: MD 732Q Route Number Designation
Howard County

The Bureau of Highway Statistics, with the approval of the Director, Office of Planning and Preliminary Engineering, has designated a portion of former MD 32 as MD 732Q. This route designation was necessitated by the minor relocation of MD 32 in the vicinity of Linden Church Road, and is more fully described as follows:

MD 732Q - (East Linden Church Road) from MD 32 northerly to end of state maintenance ± 0.04 miles north of Linden Church Road, for a total distance of ± 0.20 miles.

This route designation is for inventory purposes only and is not to be field posted.

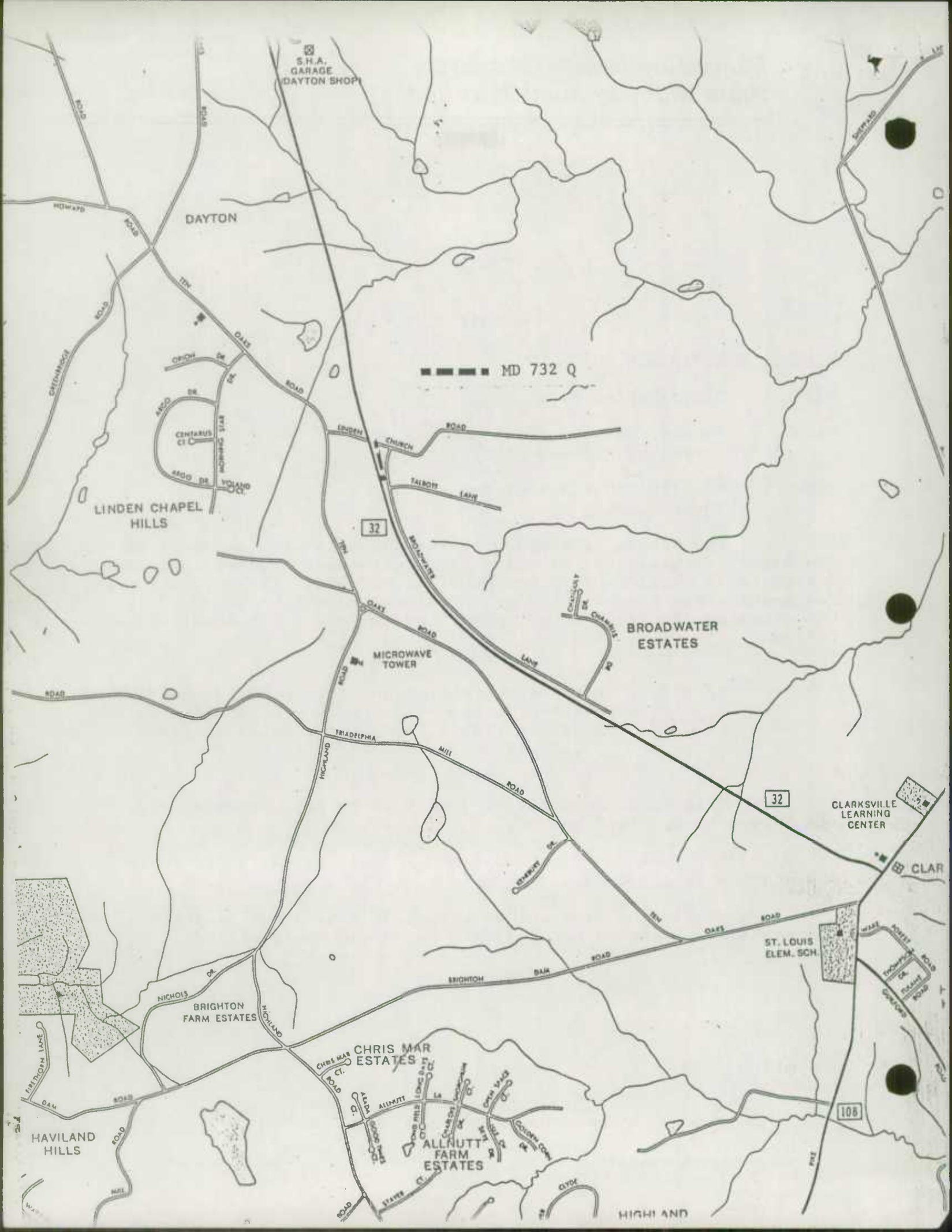
For your convienance, a map indicating the above route designation is attached.

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

JTN:eld
Attachments

My telephone number is 333-1369

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


S.H.A. GARAGE (DAYTON SHOP)
DAYTON
MD 732 Q
LINDEN CHAPEL HILLS
LINDEN CHURCH ROAD
TALBOTT LANE
32
BROADWATER ESTATES
MICROWAVE TOWER
TRIADELPHIA MILL ROAD
HIGHLAND ROAD
CLARKSVILLE LEARNING CENTER
CLAR
ST. LOUIS ELEM. SCH.
OAKS ROAD
BRIGHTON DAM ROAD
NICHOLS DR.
BRIGHTON FARM ESTATES
CHRIS MAR ESTATES
ALLNUTT FARM ESTATES
HAVILAND HILLS
108
HIGHLAND

DISTRIBUTION LIST

Mr. H. Kassoff
Mr. N. J. Pedersen
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. C. E. Pyers
Mr. E. S. Freedman
Mr. T. Hicks
Mr. J. L. White
Mr. E. M. Loskot
Mr. W. R. Clingan
Mr. J. L. Anders
Mr. J. E. Schene
Mr. G. R. Straub
Mr. R. J. Finck
Mr. R. C. Davison
Mr. P. E. Perkins
Mr. G. V. Kolberg
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. L. Brocato
Mr. E. Chambers
Mr. K. Oelmann
Mr. L. Ege
Mr. D. A. Bochenek
Mr. W. Slacum
Mr. M. R. Baxter
Mr. P. Perkins
Mr. T. Watts
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. W. R. Smith
Mr. R. Daff

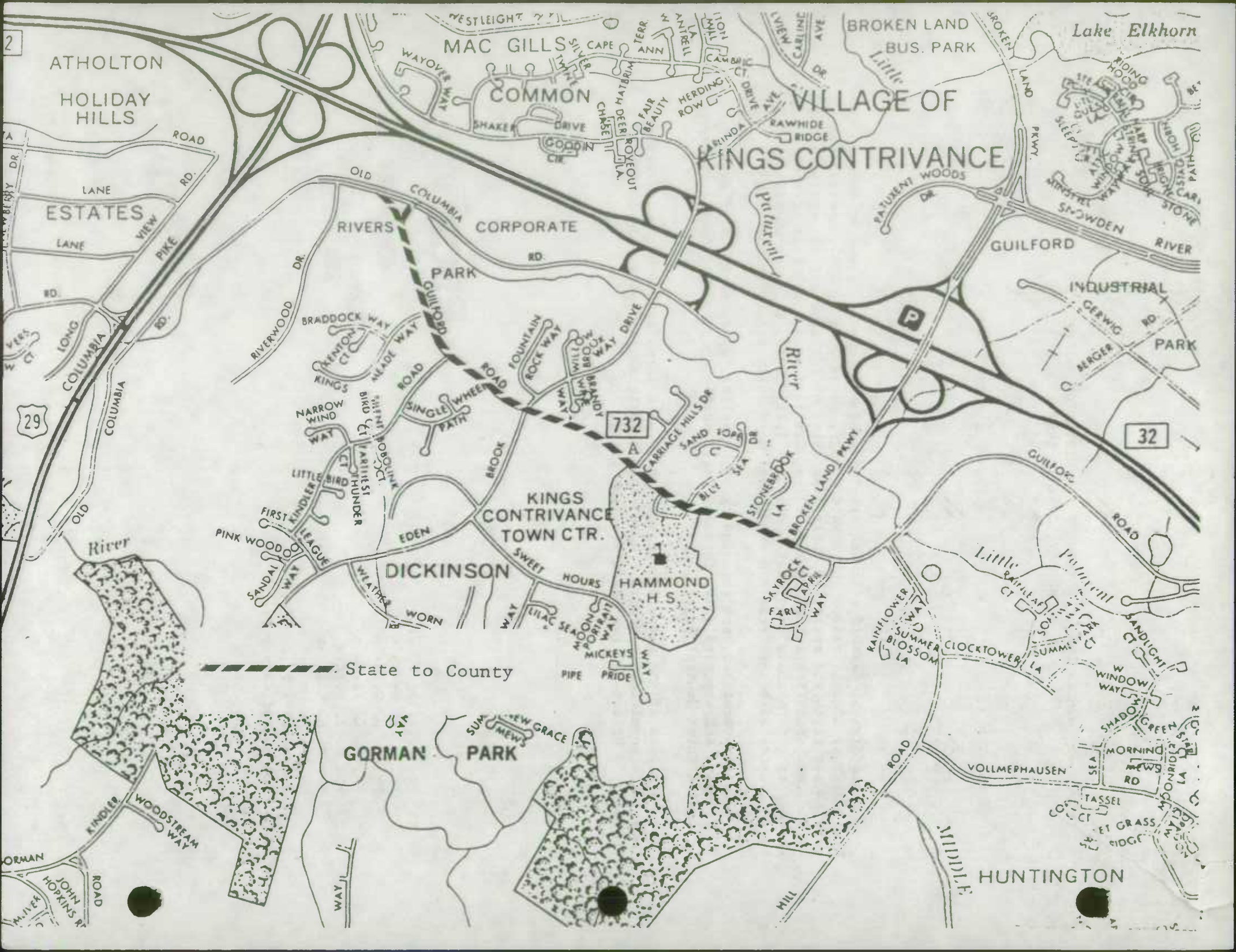
MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
MONDAY, JUNE 1, 1987
* * *

Administrator Kassoff executed original and one copy of agreement between the State Highway Administration and Howard County, dated June 1, 1987, wherein the parties set forth and establish their respective obligations and responsibilities to include rehabilitation of MD Rte. 732-A, Guilford Road, 150' east of Broken Land Parkway to Old Columbia Road, total distance 1.28± miles, Contract HO-642-501-783, in accordance with the terms and conditions more fully set forth therein.

This agreement has been executed by both parties, approved by Chief Engineer B. B. Myers and approved as to form and legal sufficiency by assistant Attorney General & Chief Counsel Rogers.

Two copies of the executed agreement have been forwarded to Mr. W. R. Clingan (one for transmittal to Howard County) and the original is being held in the Secretary's Office-SRC for Administration files.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. R. C. Pazourek
Mr. N. H. Rogers
Mr. W. R. Clingan
Mr. R. Rushworth
Secretary's File
SHA-Howard County File


ATHOLTON
HOLIDAY HILLS
ESTATES
MAC GILLS
COMMON
VILLAGE OF
KINGS CONTRIVANCE
BROKEN LAND BUS. PARK
Lake Elkhorn
RIVERS
CORPORATE
PARK
GUILFORD
INDUSTRIAL
PARK
KINGS CONTRIVANCE TOWN CTR.
DICKINSON
HAMMOND H.S.
GORMAN PARK
HUNTINGTON
River
Little Patuxent
Patuxent
Snowden River
732
32
29
State to County

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

December 11, 1986

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated November 28, 1986 between the State Highway Administration and Howard 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 Howard County

Was MD 732-E Now Co. 1161 — Broken Land Parkway, from ±0.10 miles south of Snowden River Parkway to MD 732A (Guilford Road), (this includes minor surface repairs, lane striping, and snow removal to the bridge over MD 32), a distance of ±0.72 miles

Was MD 732-H part Now Co 1470 — Shaker Drive, from ±0.02 miles north of the relocated MD 32 interchange to Service Road "C", (this includes minor surface repairs, lane striping, and snow removal to the bridge over MD 32), a distance of ±0.22 miles

Was MD 732-F Now part Co. 78 — Service Road "C", south of Shaker Drive interchange, a distance of ±0.18 miles

Was MD 732-G Now Part Co. 78 — Service Road "C", in the southeast quadrant of the US 29/MD 32 interchange, connecting Old Columbia Road to MD 732A, a distance of ±0.56 miles

Was MD 732-J and part MD 732-B Now part Co. 1238 — Martin Road extended, from ±0.03 miles south of Halfcrown to MD 732B and Freetown Road, a distance of ±0.24 miles

Was Md. 732K Now part Co. 1878 — Riversedge Road, from US 29 to Longview Road, a distance of ±0.07 miles

Co 1942 — Old Columbia Road (formerly MD 986), from ±0.04 miles south of Donleigh Drive to Seneca Drive, a distance of ±0.47 miles

Part was Md 732L Now Co. 93 Part was MD 732-B Now Co 1909 — Pindell School Road, from ±0.09 miles south of Sanner Road to the Middle Patuxent River Bridge, a distance of ±0.69 miles

Was MD 732-M Now Part Co. 108 — Sanner Road, from ±0.11 miles north of Pindell School Road to ±0.04 miles south of Pindell School Road, and the cul-de-sac at the north end of Sanner Road, a distance of ±0.15 miles

The State Highway Administration will retain ownership of the bridge (#13102) carrying Shaker Drive over MD 32, the bridge (#13103) carrying Broken Land Parkway over MD 32, and the bridge (#13026) at Middle Patuxent River.

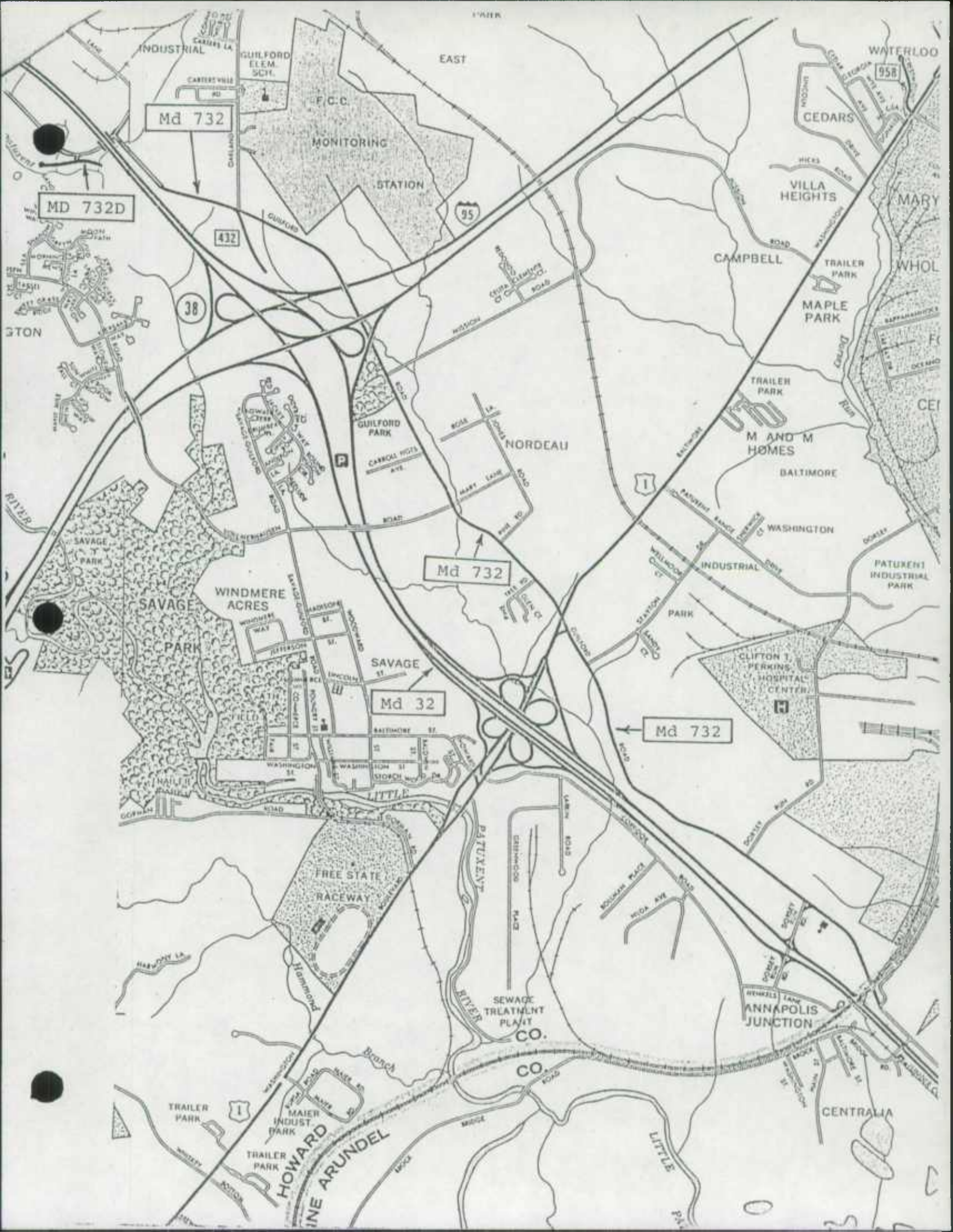
Said agreement had previously been executed by the Howard County Executive and approved as to form and legal sufficiency by Assistant Attorney General Nolan H. Rogers.

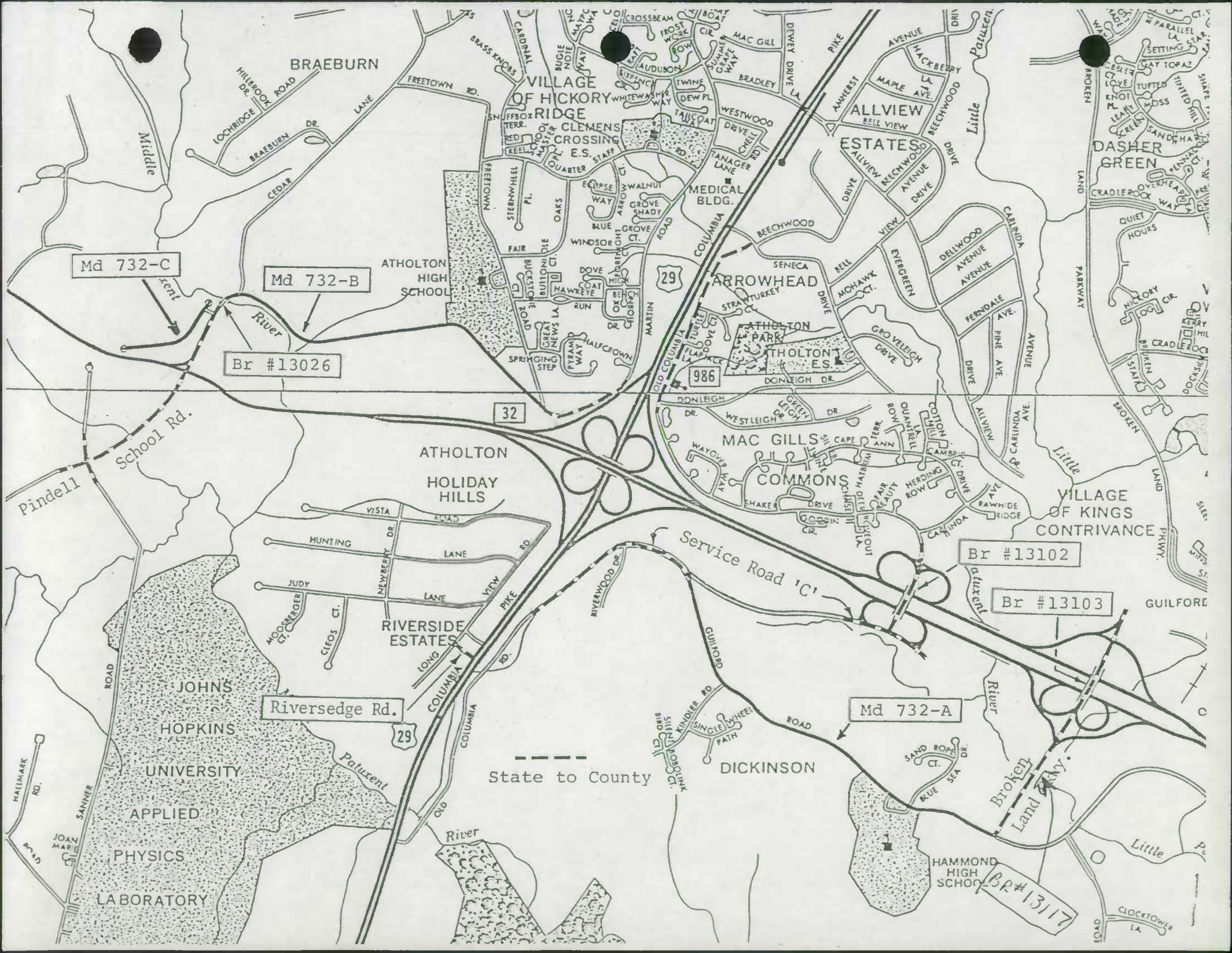
Director Pedersen has also approved the following route designations for portions of former MD 32.

Part now Co. 1910	MD 732 (posted)	from the Howard County line to ±0.29 miles south of Gerwig Lane, a distance of ±3.88 miles
	MD 732A (unposted)	from Broken Land Parkway to Old Columbia Road, a distance of ±1.21 miles
Part now Co. 1908 + 1909	MD 732B (unposted)	from Freetown Road to Middle Patuxent Bridge, a distance of ±1.04 miles
	MD 732C (unposted)	from road end ±0.23 miles south of Mill Road (OP 461) to road end ±0.04 miles north of Mill Road, a total distance of ±0.27 miles
Was Co 1723	MD 732D (unposted)	from road end ±0.31 miles east of unnamed county road (CO 1721) westerly to cul-de-sac, a total distance of ±0.45 miles

ELD:bkm

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


INDUSTRIAL
GUILFORD ELEM. SCH.
EAST
F.C.C.
MONITORING
STATION
Md 732
MD 732D
432
95
38
WATERLOO
958
CEDARS
VILLA HEIGHTS
CAMPBELL
TRAILER PARK
MAPLE PARK
MARY
WHOL
GTON
TRAILER PARK
M AND M HOMES
BALTIMORE
GUILFORD PARK
NORDEAU
WASHINGTON
INDUSTRIAL
PARK
PATUXENT INDUSTRIAL PARK
SAVAGE PARK
WINDMERE ACRES
SAVAGE
Md 32
CLIFTON T. PERKINS HOSPITAL CENTER
FREE STATE RACEWAY
PATUXENT
RIVER
SEWAGE TREATMENT PLANT
ANNAPOLIS JUNCTION
CENTRALIA
TRAILER PARK
MAIER INDUST. PARK
TRAILER PARK
HOWARD CO.
ANNE ARUNDEL CO.
LITTLE


BRAEBURN
VILLAGE OF HICKORY RIDGE
CLEMENS CROSSING E.S.
MEDICAL BLDG.
ALLVIEW ESTATES
DASHER GREEN
ATHOLTON HIGH SCHOOL
ARROWHEAD
ATHOLTON PARK
THOLTON E.S.
MAC GILLS COMMONS
VILLAGE OF KINGS CONTRIVANCE
ATHOLTON HOLIDAY HILLS
RIVERSIDE ESTATES
JOHNS HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY
DICKINSON
HAMMOND HIGH SCHOOL
Md 732-C
Md 732-B
Br #13026
Br #13102
Br #13103
Br #13117
Riversedge Rd.
Md 732-A
Service Road 'C'
Pindell School Rd.
State to County
Patuxent River
Little Patuxent River
Broken Land Pkwy.
Middle
Columbia Pike
Old Columbia Pike
Guilford Road
Freetown Rd.
Cedar Lane
Braeburn Dr.
Hillbrook Road
Locrridge Dr.
Cardinal
Brass Knobs
Bradley
Dewey Drive
Mac Gill
Westwood
Beechwood
Seneca
Donleigh Dr.
Westleigh Dr.
Carlinda
Fernsdale Ave.
Pine Ave.
Allview
Evergreen
Mohawk Ct.
Hackberry
Maple
Amherst
Bell View
Sterrwheel Pl.
Oaks
Quarter
Eclipse Way
Walnut
Grove Shady
Windsor
Dove
Coat
Hawkeye
Run
Great News La
Pyramid Way
Halfcrown
Springing Step
Buckstone Road
Button Ct.
Fair
Freetown
Keel
Staff
Manager Lane
Twine
Dew Pl.
Tailcoat
Audubon
Crossbeam
Frost Work
Boat Cir.
Summer Grace Way
Bugle Note
Whitewash Way
Bixby Cir.
Knot
Cheltenham Rd.
Martin Road
Turkey
Stray
Flap Jack La.
Green Leigh
Cotton Mill
Quantrell La.
Ann Terr.
Cape
Wayover Way
Shaker Drive
Fair Beauty
Herding Row
Rawhide Ridge
Cambridge Ct.
Gossin Cir.
Hatboro Cir.
Pilgrim Cir.
Cheltenham Cir.
Cleos Ct.
Moosberger Ct.
Newberry Dr.
Judy Lane
Hunting Lane
Vista Road
Long Rd.
Riverwood Dr.
Kindler Rd.
Single Wheel Path
Sierra Robin Ct.
Sand Road Ct.
Blue Sea Dr.
Clocktower La.
Joan Marie Road
Sanner Road
Hallmark Rd.
Parallel
Setting
Gay Topaz
Tufted
Tinted Hill
Moss
Sand Hart
Cradlerock Way
Overhead
Quiet Hours
Hickory Cir.
Broken Land
Parkway
Guilford
Little Patuxent
Md 732-C
Md 732-B
Md 732-A
Br #13026
Br #13102
Br #13103
Br #13117
29
32
986

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

December 11, 1986

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated November 28, 1986 between the State Highway Administration and Howard 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 Howard County

Part Now Co. 1911 MD 957A from road end to the Waterloo Middle School, a distance of ±0.21 miles - See Transfer agreement 8-4-89

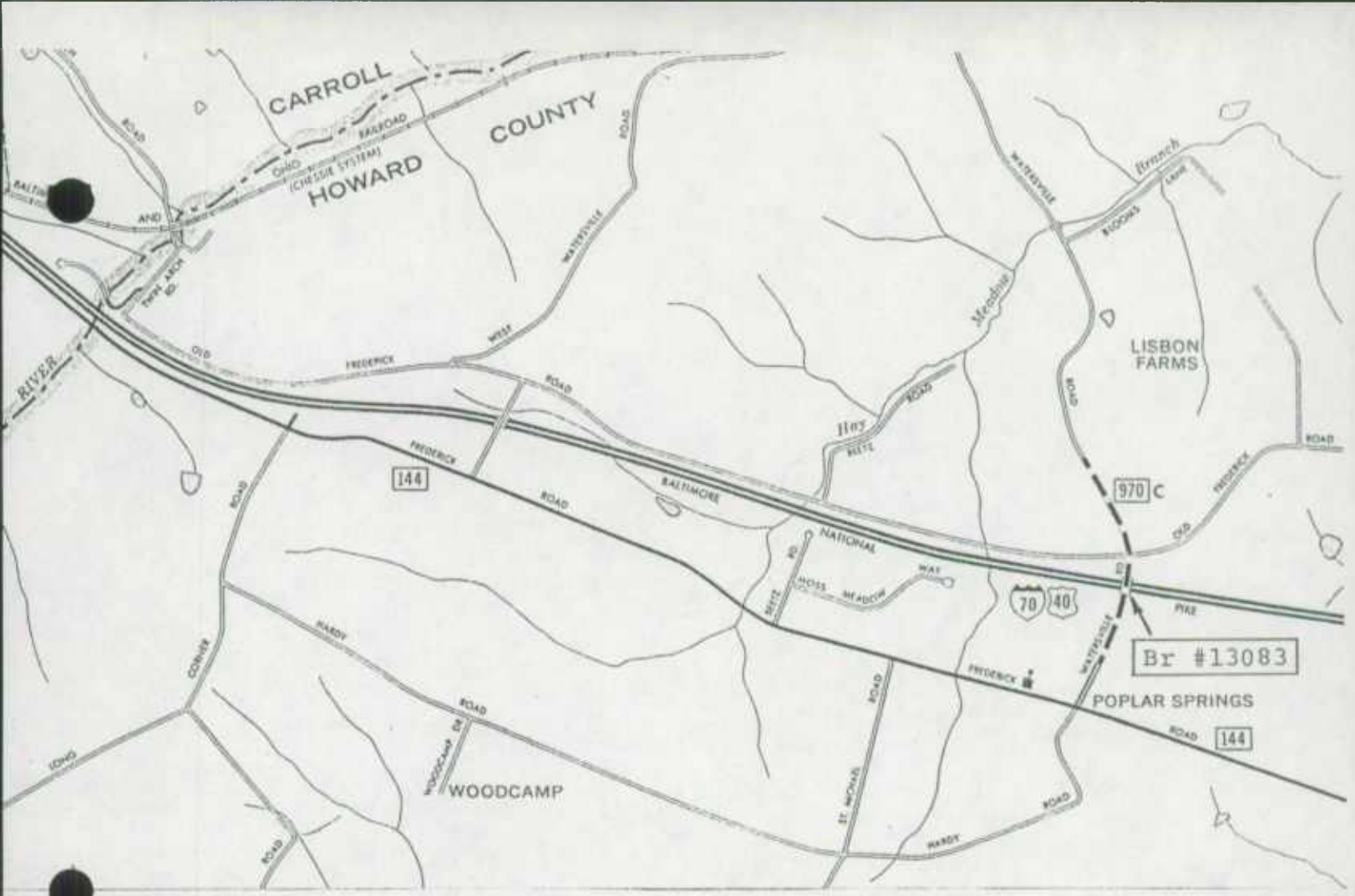
was MD 970-C Now part of Co. 7 MD 970C from the beginning of State maintenance ±0.15 miles north of MD 144 to the end of State maintenance north of Old Frederick Road, (this includes minor surface repairs, lane striping, and snow removal to the bridge over I-70), a distance of ±0.45 miles

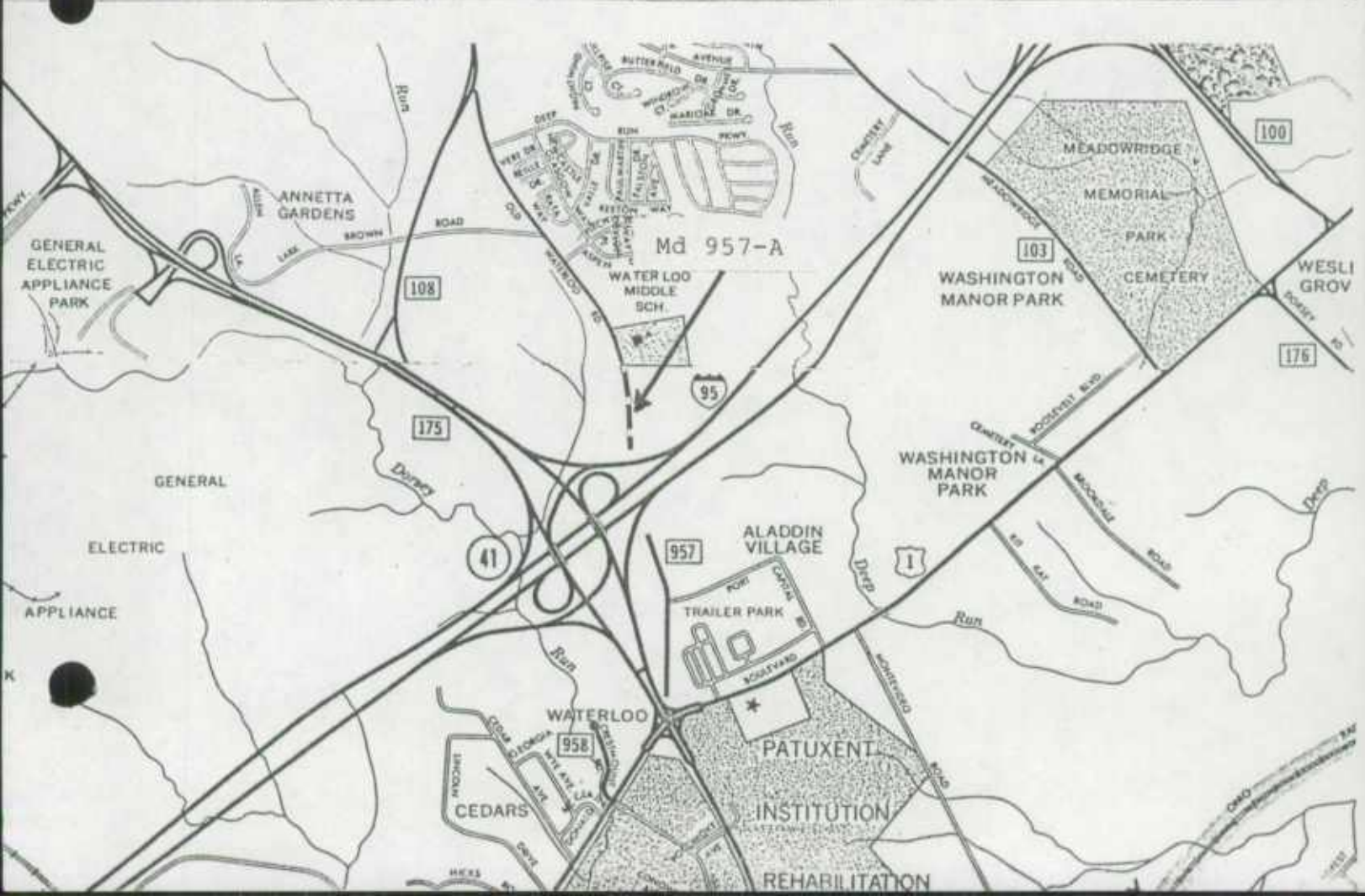
The State Highway Administration will retain ownership of the bridge (#13083) carrying Watersville Road over I-70.

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

ELD:bkm

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


CARROLL
COUNTY
HOWARD
LISBON FARMS
Br #13083
POPLAR SPRINGS
WOODCAMP
144
970 C
70
40


Md 957-A
ANNETTA GARDENS
GENERAL ELECTRIC APPLIANCE PARK
WATER LOO MIDDLE SCH.
MEADOWRIDGE MEMORIAL PARK CEMETERY
WASHINGTON MANOR PARK
WESLI GROV
GENERAL ELECTRIC APPLIANCE
ALADDIN VILLAGE
TRAILER PARK
WATERLOO
CEDARS
PATUXENT INSTITUTION
REHABILITATION
108
175
957
958
103
100
176
95
41
1

THIS AGREEMENT made this 28th day of November, 1986, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Howard County, Maryland, hereinafter referred to as "County", party of the second part.

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

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

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

Broken Land Parkway, from ±0.10 miles south of Snowden River Parkway to MD 732A (Guilford Road, (this includes minor surface repairs, lane striping, and snow removal to the bridge over MD 32), a distance of ±0.72 miles

Shaker Drive, from ±0.02 miles north of the relocated MD 32 interchange to Service Road "C", (this includes minor surface repairs, lane striping, and snow removal to the bridge over MD 32), a distance of ±0.22 miles

Service Road "C", south of Shaker Drive interchange, a distance of ±0.18 miles

Service Road "C", in the southeast quadrant of the US 29/MD 32 interchange, connecting Old Columbia Road to MD 732A, a distance of ±0.56 miles

Martin Road extended, from ±0.03 miles south of Halfcrown to MD 732B and Freetown Road, a distance of ±0.24 miles

Riversedge Road, from US 29 to Longview Road, a distance of ±0.07 miles

Old Columbia Road (formerly MD 986), from ±0.04 miles south of Donleigh Drive to Seneca Drive, a distance of ±0.47 miles

Pindell School Road, from ±0.09 miles south of Sanner Road to the Middle Patuxent River Bridge, a distance of ±0.69 miles

Sanner Road, from ±0.11 miles north of Pindell School Road to ±0.04 miles south of Pindell School Road, and the cul-de-sac at the north end of Sanner Road, a distance of ±0.15 miles

MD 957A from road end to the Waterloo Middle School, a distance of ±0.21 miles

MD 970C from the beginning of State maintenance ±0.15 miles north of MD 144 to the end of State Maintenance north of Old Frederick Road, (this includes minor surface repairs, lane striping, and snow removal to the bridge over I-70), a distance of ±0.45 miles.

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

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 ±3.96 miles in the allocation to the "County" beginning July 1st of the year folllowing 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, with the exception of the bridge (#13103) carrying Broken Land Parkway over MD 32, the bridge (#13102) carrying Shaker Drive over MD 32, and the bridge (#13083) carrying Watersville Road over I-70.

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

6. That the bridges set forth in item 4 above will remain under the jurisdiction of the "Highway Administration".

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

8. The State herein through this Agreement, and by means of a deed of conveyance to be executed by the parties, agrees to transfer any and all rights held by the State against any utility company regarding any utility owned facilities which may have been installed within the right-of-way under terms and conditions of a utility permit issued by the State.

IT IS FURTHER UNDERSTOOD AND AGREED that the "Highway Administration" will hereafter prepare a deed of conveyance for the above decribed 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 written.

RECOMMENDED FOR APPROVAL:

John T. Mulvane
Chief, Brueau of Highway Statistics

WITNESS:

Dorothy J. Wolcott

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

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

Approved as to form and legal
sufficiency this 24th day of
April, 1986

Assistant Attorney General

ATTEST:

8-22-86
William E. Eakle
County Administrator

HOWARD COUNTY, MARYLAND

By (SEAL) 8/25/86
J. Hugh Nichols
County Executive

APPROVED: DEPARTMENT OF PUBLIC WORKS

8-20-86
George F. Neimeyer, Director

APPROVED FOR SUFFICIENCY OF FUNDS:

8/20/86
J. Darrell Campbell, Director
Office of Finance

APPROVED FOR LEGAL FORM AND SUFFICIENCY
this 19 day of August, 1986

Timothy E. Welsh
County Solicitor

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

See memo. dated 10-19-87

April 11, 1985

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated Arpil 10, 1985, between the State Highway Administration and Howard County, relative to the transfer by the Administration to the County of the following section of State constructed road, subject to the conditions more fully set forth in the agreement.

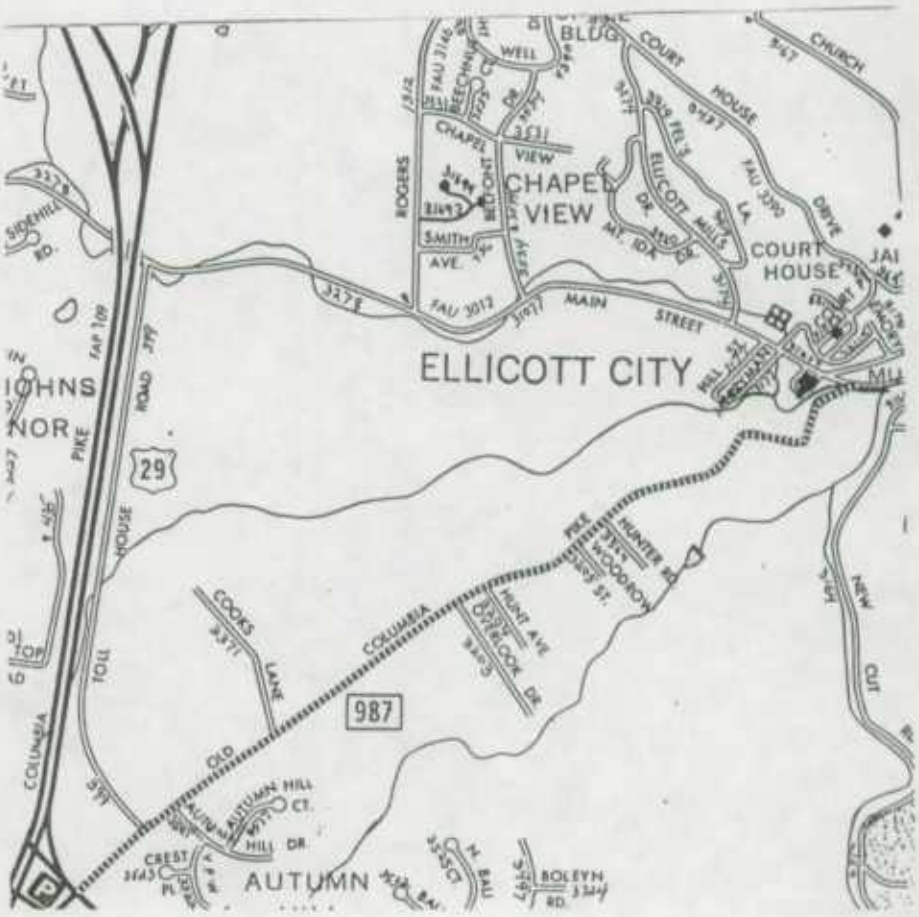
Maryland Route 987 (Old Columbia Pike) from Main Street in Ellicott City, to Maryland Route 103 (Montgomery Road) including structure #13107 which carries Maryland Route 987 over Tiber Creek

6182

A total distance of ±1.49 miles

Said agreement had previously been executed by the Howard County Executives and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

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



THIS AGREEMENT made this 10th day of April, 1985, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Howard County, Maryland hereinafter referred to as "County" party of the second part.

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

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

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

Maryland Route 987 (Old Columbia Pike) from
Main Street, in Ellicott City, to Maryland Route 103
(Montgomery Road) including Structure #13107 which
carries Maryland 987 over Tiber Creek
A total distance of ±1.49 miles.

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

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

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

3. The basis for the allocation of funds will include the additional ±1.49 miles in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances. All retaining walls adjacent to and outside the right-of-way and all drainage facilities outside the right-of-way are the responsibility of the adjacent property owners and are not maintained by the "Highway Administration".

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

6. The State herein through this agreement, and by means of a deed of conveyance to be executed by the parties, agrees to transfer any and all rights held by the State against any utility company regarding any utility owned facilities which may have been installed within the right-of-way under the terms and conditions of utility permit issued by the State.

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

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

STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

WITNESS:

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

Approved as to form and legal sufficiency this 29 day of Aug, 1984

Assistant Attorney General

HOWARD COUNTY, MARYLAND

ATTEST:
County Administrator 3/12/85

BY: J. Hugh Nichols
County Executive

RECOMMENDED FOR APPROVAL:

Director, Department of Public Works 3-11-85

2/15/85

Approved as to form and legal sufficiency this 19th day of February, 1985

County Solicitor

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

December 13, 1984

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated December 12, 1984, between the State Highway Administration and Howard County, relative to the transfer by the Administration to the County of the following described sections of State constructed highway, subject to the conditions more fully set forth in the agreement.

Maryland Route 851-G from Maryland Route 851-D, 0.03 mile east of Maryland Route 32 to the road end, 0.78 mile west of Maryland Route 32
A total distance of ±0.81 mile

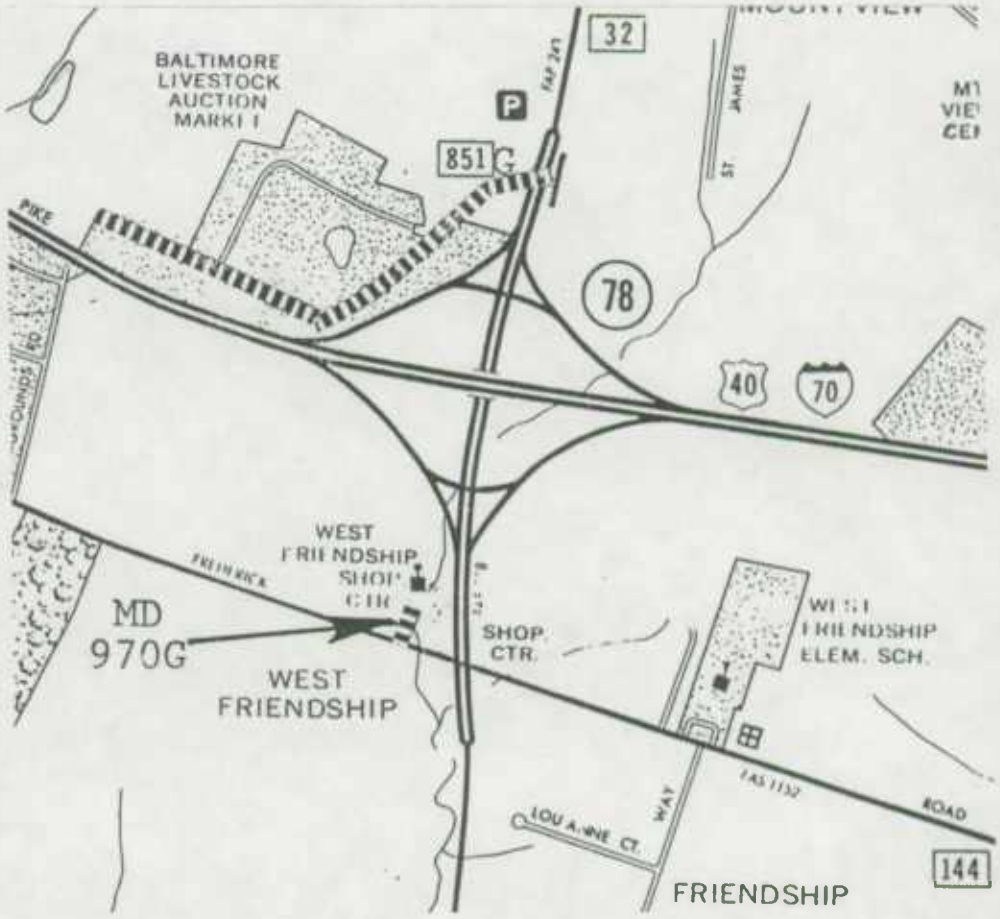
G 1820

Maryland Route 970-G from Maryland Route 144 northerly to the road end
A total distance of ±0.07 mile

G 1819

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

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



THIS AGREEMENT made this 12th day of December, 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 Howard 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 jursidiction over and responsibility for the maintenance of any County or Municipal road, or portion thereof, with the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance, and;

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

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

MD 851G from MD 851D, 0.03 mile east of MD 32, to road end 0.78 mile west of MD 32
A total distance of ± 0.81 mile.

MD 970G from MD 144 northerly to the road end
A total distance of ± 0.07 mile.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the conveyance of the aforegoing sections of State roads 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 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 + 0.88 mile in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said 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.

6. The "State" herein through this agreement and by means of a deed of conveyance to be executed by the parties, agrees to transfer any and all rights held by the "State" against any utility company regarding any utility owned facilities which may have been installed within the right-of-way under terms and conditions of utility permit issued by the "State".

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 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

RECOMMEND FOR APPROVAL:

John T. Merkane
Chief, Bureau of Highway Statistics

WITNESS:

Dorothy J. DeCarlo

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

Approved as to form and legal
sufficiency this 6 day of
Dec, 19 84.

Assistant Attorney General

ATTEST:

11-1-84
William E. Eakle
County Administrator

HOWARD COUNTY, MARYLAND

By: William E. Eakle (SEAL)
J. Hugh Nichols
County Executive
11/1/84

APPROVED: DEPARTMENT OF PUBLIC WORKS

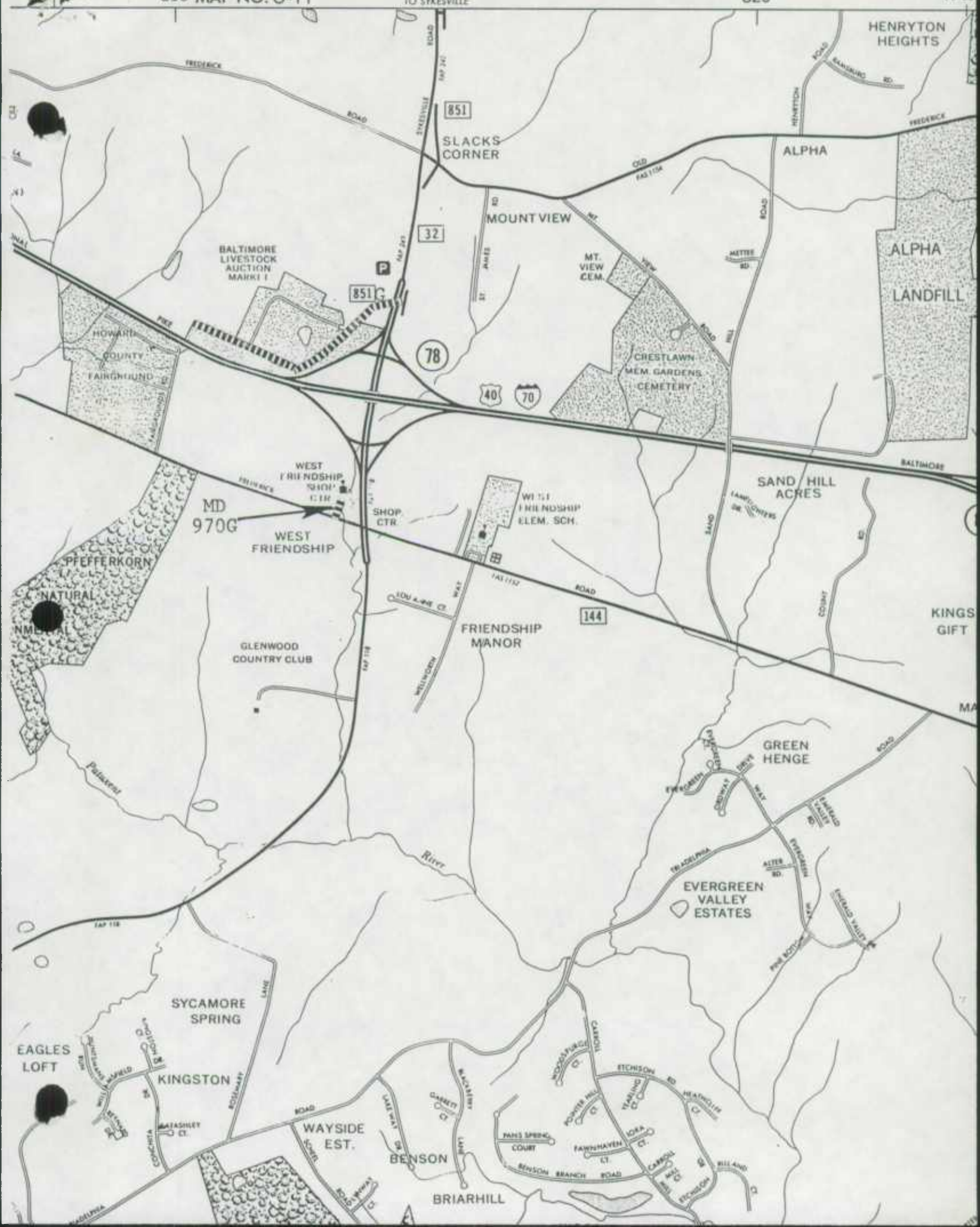
10.13.84
George F. Neimeyer, Director

APPROVED FOR SUFFICIENCY OF FUNDS:

11/1/84
J. Darrell Campbell, Director
Office of Finance

APPROVED for Legal Form and Sufficiency
this 31st day of October, 1984

Timothy E. Welsh
County Solicitor


TO SYKESVILLE
HENRYTON HEIGHTS
FREDERICK ROAD
851
SLACKS CORNER
ALPHA
MOUNT VIEW
32
BALTIMORE LIVESTOCK AUCTION MARKET
MT. VIEW CEM.
ALPHA LANDFILL
851G
HOWARD COUNTY FAIRGROUND
78
CRESTLAWN MEM. GARDENS CEMETERY
40
70
WEST FRIENDSHIP SHOP. CTR.
SHOP. CTR.
WEST FRIENDSHIP ELEM. SCH.
SAND HILL ACRES
MD 970G
WEST FRIENDSHIP
PFEFFERKORN NATURAL
144
FRIENDSHIP MANOR
GLENWOOD COUNTRY CLUB
KINGS GIFT
GREEN HENGE
EVERGREEN VALLEY ESTATES
SYCAMORE SPRING
EAGLES LOFT
KINGSTON
WAYSIDE EST.
BENSON
BRIARHILL

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

June 29, 1983

HO-292-027-770

Director Kassoff, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated April 6, 1983, between the State Highway Administration and Howard County, Maryland, relative to the transfer by the Administration to the County of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement.

1) Frontage Road 'B' - Station 70+30 to station 140+76 as indicated on plan sheets 10, 12, 14, 18, 21 and 24 of the contract drawings and R/W Plats #45940 through #45942 and #46679. A total distance of ±1.33 mile.

2) Howard Street - Station 12+50 to station 17+85.81 as indicated on plan sheet 10, R/W Plat #46785. A total distance of 0.10 mile.

3) Baltimore Street - Station 12+00 to station 14+80 as indicated on plan sheet 10, R/W Plat #46785. A total distance of 0.05 mile.

4) Stub Connection - from Frontage Road 'B' to existing Annapolis Junction Road, as indicated on plan sheet 12, R/W Plat #46679. A total distance of 0.026 mile.

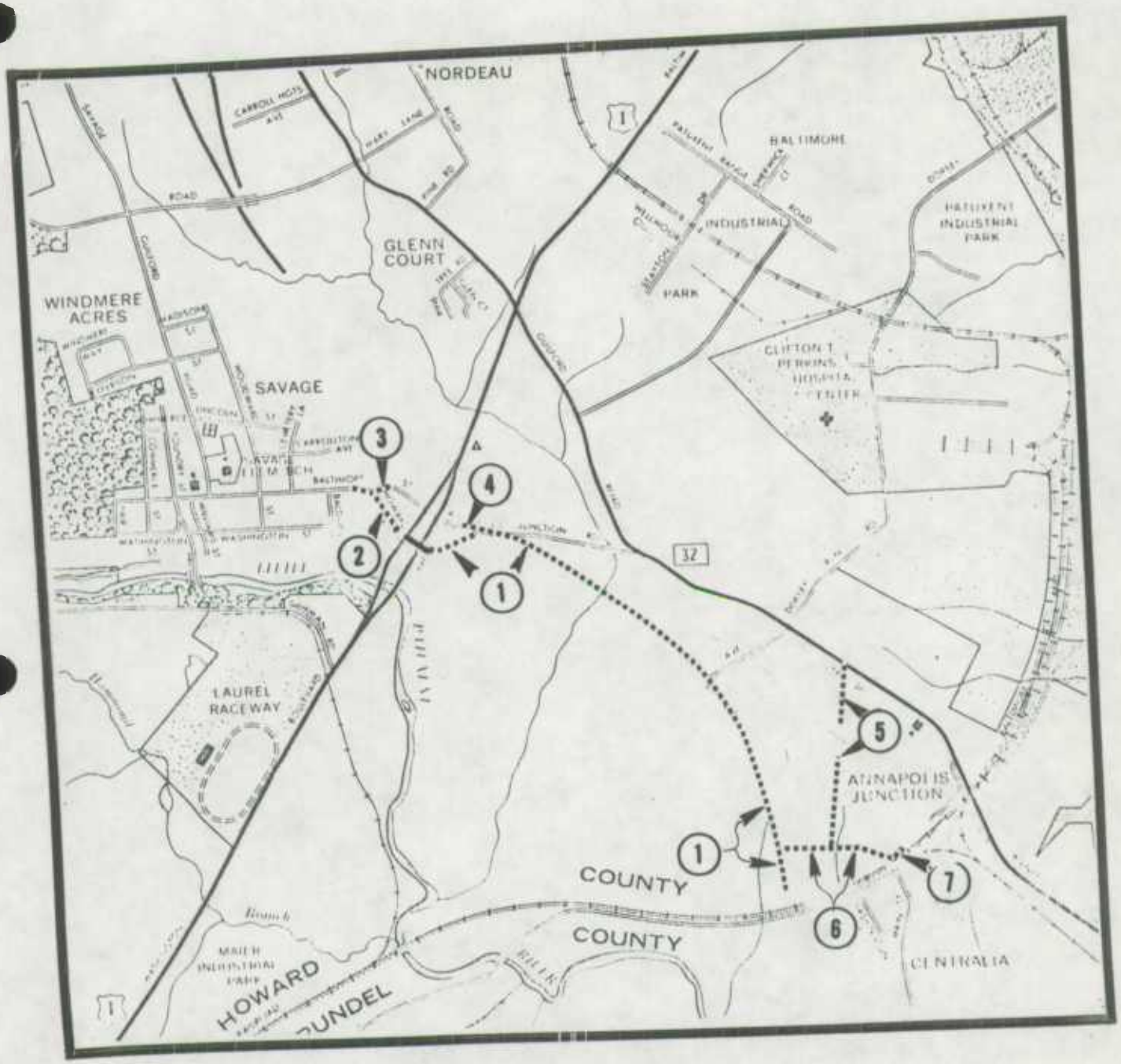
5) Service Road 'D" - Station 0+14 to station 7+00 and station 10+50 to station 16+75.60 as indicated on plan sheets 26, 29 and 30, R/W Plat #45945 through #45947. A total distance of 0.25 mile.

6) Service Road 'C' - Station 0+00 to station 11+20 as indicated on plan sheet 30, R/W Plat #45947. A total distance of 0.21 mile.

7) Stub Connection off Service Road 'C' - Station 100+ to station 101+ as indicated on plan sheet. 30, R/W Plat #45947. A total distance of 0.02 mile.

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

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. T. Carter
Mr. G. E. Dailey
Mr. H. Kassoff
Mr. W. Clingan
Mr. C. W. Reese
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. J. N. Day
Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Hicks
Mr. W. W. Knipple
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. G. R. Straub
Mr. L. S. Rudesill
Mr. J. W. Moore, Jr.


NORDEAU
BALTIMORE
INDUSTRIAL
PARK
GLENN
COURT
WINDMERE
ACRES
SAVAGE
LAUREL
RACEWAY
ANNAPOLIS
JUNCTION
COUNTY
COUNTY
HOWARD
CENTRALIA
1
2
3
4
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6
7

THIS AGREEMENT made this 6th day of April, 1983 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 Howard 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 Highways to the "County" will result in a reduction in the cost of road maintenance; and,

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

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

hereby transfer unto the "County" and the "County", party of the second part, does hereby accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described sections of State Highways, constructed under Contract No. HO 292-027-770, for maintenance purposes, as part of the County Highway System.

1) Frontage Road 'B' - Station 70+30 to station 140+76 as indicated on plan sheets 10, 12, 14, 18, 21 and 24 of the contract drawings and R/W Plats#45940 through #45942 and #46679. A total distance of ±1.33 mile.

2) Howard Street - Station 12+50 to station 17+85.81 as indicated on plan sheet 10, R/W Plat #46785. A total distance of 0.10 mile.

3) Baltimore Street - Station 12+00 to station 14+80 as indicated on plan sheet 10, R/W Plat #46785. A total distance of 0.05 mile.

4) Stub Connection - from Frontage Road 'B' to existing Annapolis Junction Road, as indicated on plan sheet 12, R/W Plat #46679. A total distance of 0.026 mile.

5) Service Road 'D' - Station 0+14 to station 7+00 and station 10+50 to station 16+75.60 as indicated on plan sheets 26, 29 and 30, R/W Plat #45945 through #45947. A total distance of 0.25 mile.

6) Service Road 'C' - Station 0+00 to station 11+20 as indicated on plan sheet 30, R/W Plat #45947. A total distance of 0.21 mile.

7) Stub Connection off Service Road 'C' - Station 100± to station 101± as indicated on plan sheet 30, R/W Plat #45947. A total distance of 0.02 mile.

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

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

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

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

5. The "Highway Administration" will perform at its sole expense all repairs to the Triple 10′ x 12′ Box Culvert carrying Guilford Branch under Frontage Road ′B′ at station 96+15 as shown on Contract No. HO 292-027-770, plan sheet 14.

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

7. The State herein through this Agreement, and by means of a deed of conveyance to be executed by the parties, agrees to transfer any and all rights held by the State against any utility company regarding any utility owned facilities which may have been installed within the right-of-way under terms and conditions of utility permit issued by the State.

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

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

RECOMMENDED FOR APPROVAL:

John T. Menham
Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

D. J. Delutr

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

Approved as to form and legal sufficiency this 6 day of April 1987

Nancy Polsh
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

George F. Neimeyer
Director of Public Works

HOWARD COUNTY, MARYLAND

WITNESS:

William E. Eakle
County Administrator

By: J. Hugh Nichols
County Executive

Approved as to form and legal sufficiency this 7th day of March 1987

Timothy E. Welsh
County Solicitor

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

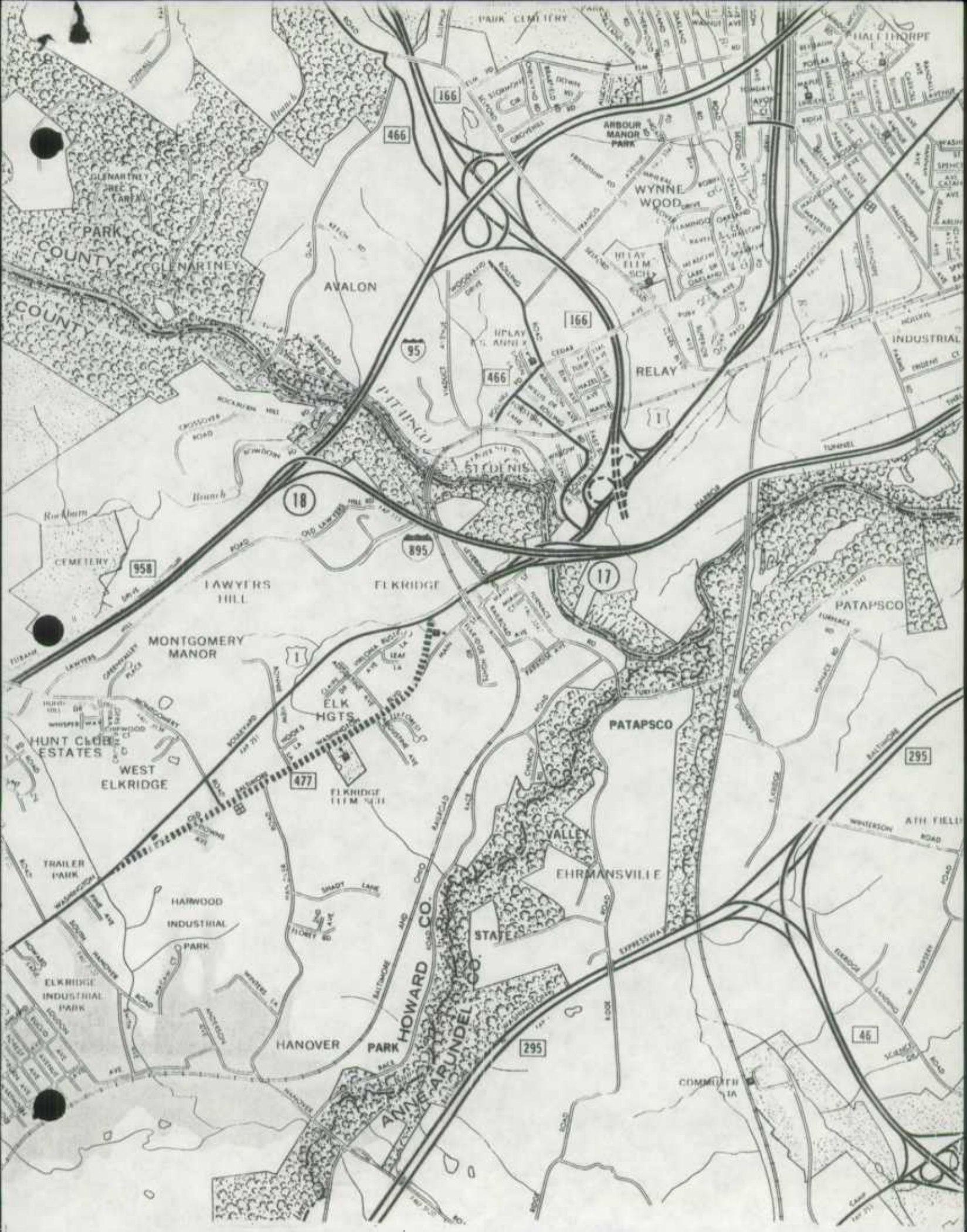
June 29, 1983

Director Kassoff, Office of Planning and Preliminary Engineering, executed a road transfer dated April 1, 1983, between the State Highway Administration and Howard County, Maryland, relative to the transfer by the Administration to the County of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement.

> Maryland Route 477 From US 1, South of
> Montgomery Road, to US 1, North of
> Montgomery Road, including the new
> connection to US 1.
> A total distance of 1.51 miles

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

cc: Mr. F. Gottemoeller (See Memo. of Action dated 11/13/87)
Mr. W. K. Lee, III
Mr. C. T. Carter
Mr. C. E. Dailey
Mr. H. Kassoff
Mr. W. R. Clingan
Mr. C. W. Reese
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. J. N. Day
Mr. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Hicks
Mr. W. W. Knipple
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. G. R. Straub
Mr. L. S. Rudesill
Mr. J. W. Moore, Jr.


PARK CEMETERY
HALETHORPE
166
466
ARBOUR MANOR PARK
WYNNE WOOD
GLENARTNEY FREE CAMP
PARK
COUNTY
GLENARTNEY
COUNTY
AVALON
95
166
466
RELAY
INDUSTRIAL
ST DENIS
18
895
CEMETERY
958
LAWYERS HILL
ELKRIDGE
17
PATAPSCO
MONTGOMERY MANOR
1
ELK HGTS
HUNT CLUB ESTATES
WEST ELKRIDGE
477
ELKRIDGE
PATAPSCO
295
VALLEY
EHRMANSVILLE
TRAILER PARK
HARWOOD INDUSTRIAL PARK
STATE
HOWARD CO.
ANNE ARUNDEL CO.
ELKRIDGE INDUSTRIAL PARK
HANOVER
PARK
295
46

THIS AGREEMENT made this 1st day of April, 1983, 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 Howard County, Maryland hereinafter referred to as "County" party of the second part.

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

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

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

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

> Maryland Route 477 (Old Baltimore-Washington Boulevard) From US 1, South of Montgomery Road to US 1, North of Montgomery Road, including the new connecting road to US 1. A total distance of ± 1.51 miles.

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

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

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

3. The basis for the allocation of funds will include the additional ± 1.51 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

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

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

6. The State herein through this Agreement, and by means of a deed of conveyance to be executed by the parties, agrees to transfer any and all rights held by the State against any utility company regarding any utility owned facilities which may have been installed within the right-of-way under terms and conditions of a utility permit issued by the State.

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

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

BY: _____
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal
sufficiency this 21 day of
March, 1983

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

George F. Neimeyer, Director
Department of Public Works

Howard County, Maryland

WITNESS:

William E. Eakle,
County Administrator

BY: _____
J. Hugh Nichols,
County Executive

Approved as to form and legal
sufficiency this 5th day of
March, 1983

Timothy E. Welsh
County Solicitor

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

September 15, 1982

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement dated September 10, 1982, between the State Highway Administration and Howard County, Maryland, relative to the transfer by the Administration to the County of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement.

Md. 986A - Service Road from Johns Hopkins Road northward to road end. As shown on Plan Sheet 18 - Construction Contract No. Ho 314-028-771. A total distance of ± 0.33 mile. Co 1662

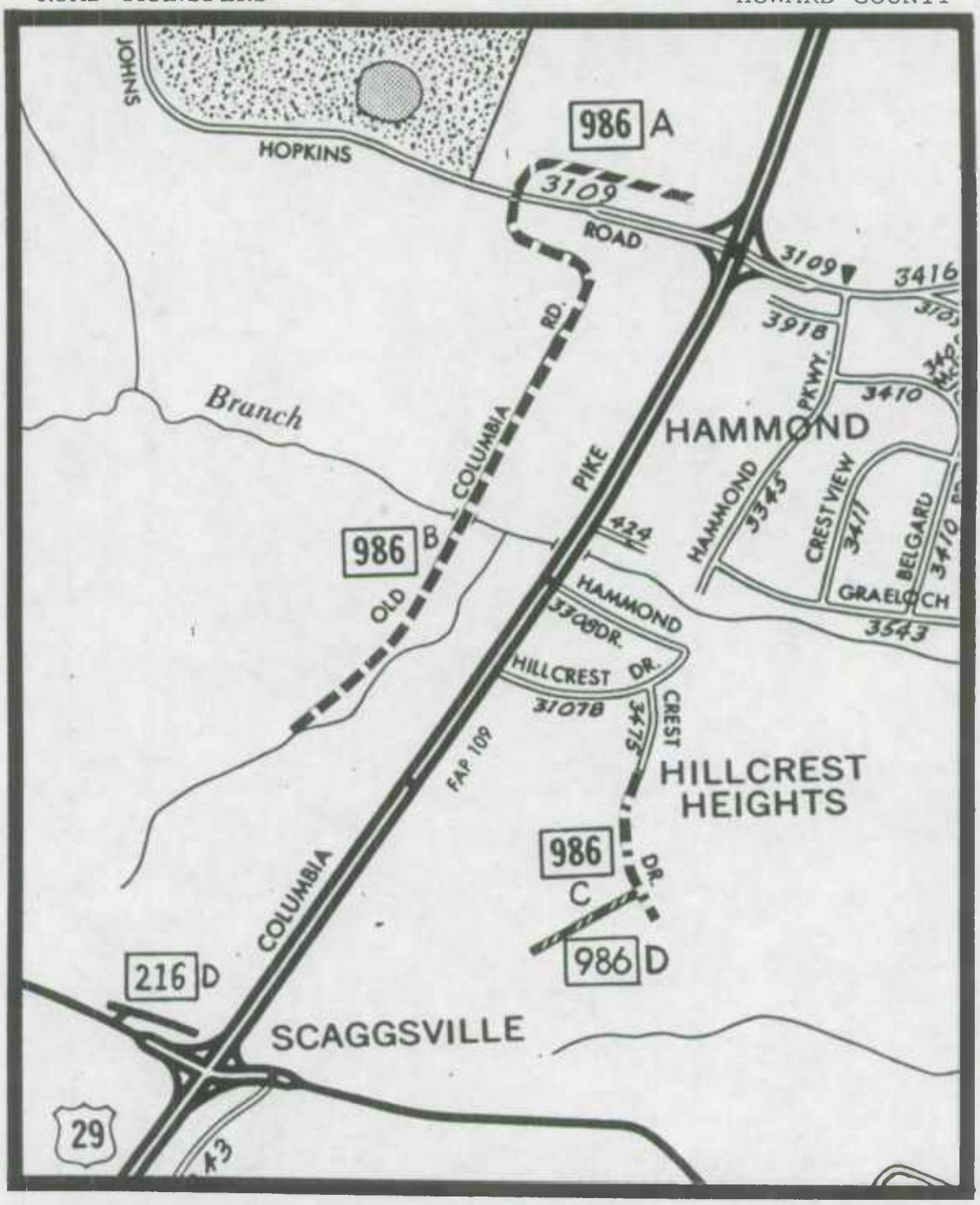
Md. 986B - Service Road from Johns Hopkins Southward to road end, including a 26 foot span box culvert. As shown on Plan Sheets 19 and 20 - Construction Contract No. HO 314-028-771. A total distance of ± 0.79 mile. Co 1663

Md. 986C - Crest Drive from begin SHA Maintenance on County Route 475 southward to road end. As shown on Plan Sheet 21 - Construction Contract No. HO 314-028-771. A total distance of ± 0.19 mile. Co 475

Md. 986D - from Crest Drive (Md. 986C) westward to road end. As shown on Plan Sheet 21 - Construction Contract No. HO 314-028-771. A total distance of ± 0.12 mile. Co 1664

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

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. C. T. Carter
Mr. G. E. Dailey
Mr. H. Kassoff
Mr. C. E. Raith
Mr. C. W. Reese
Mr. J. L. White (2)
Ms. R. W. Byron
Mr. R. C. Davison
Mr. J. N. Day
Mr. K. V. Dodson
Mr. E. S. Freedman
Mr. T. Hicks
Mr. W. W. Knipple
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mr. R. Weaver
Secretary's File



Md. 986A - Johns Hopkins Road northward to road end.

Md. 986B - Johns Hopkins Road southward to road end.

Md. 986C - Crest Drive from begin SHA maintenance on County Route 475 southward to road end.

Md. 986D - Crest Drive (Md. 986C) westward to road end.

THIS AGREEMENT made this 9th day of September, 19 82, 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 Howard 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 Highways 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 constructed by the "Highway Administration" to the "County", and the "County" has agreed to accept same as an integral part of the County Highway System.

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

1. Md. 986A - Service Road from Johns Hopkins Road northward to road end. As shown on Plan Sheet 18 - Construction Contract No. HO 314-028-771.
   A total distance of ± 0.33 mile.

2. Md. 986B - Service Road from Johns Hopkins Road southward to road end, including a 26 foot span box culvert. As shown on Plan Sheets 19 and 20 - Construction Contract No. HO 314-028-771.
   A total distance of ± 0.79 mile.

3. Md. 986C - Crest Drive from begin SHA Maintenance on County Route 475 southward to road end. As shown on Plan Sheet 21 - Construction Contract No. HO 314-028-771.
   A total distance of ± 0.19 mile.

4. Md. 986D - from Crest Drive (Md. 986C) westward to road end. As shown on Plan Sheet 21 - Construction Contract No. HO 314-028-771.
   A total distance of ± 0.12 mile.

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

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

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

3. The basis for the allocation of funds will include the additional ± 1.43 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

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

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

6. The State herein through this agreement, and by means of a deed of conveyance to be executed by the parties, agrees to transfer any and all rights held by the State against any utility company regarding any utility owned facilities which may have been installed within the right-of-way under terms and conditions of utility permit issued by the State.

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

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

RECOMMENDED FOR APPROVAL:

John T. Mechanic
Chief, Bureau of Highway Statistics

STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Mary E. Scharf

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

Approved as to Form and Legal Sufficiency this 10 day of Sept, 19 82.

Aaron Pelsh
Assistant Attorney General

ATTEST:

William E. Eakle
County Administrator

HOWARD COUNTY, MARYLAND

BY: J. Hugh Nichols
Hugh Nichols
County Executive

RECOMMENDED FOR APPROVAL:

George F. Neimeyer, 4-1-82
George F. Neimeyer, Director
Department of Public Works

Approved as to Form and Legal Sufficiency this 1st day of April, 19 82.

Timothy E. Welsh
Timothy E. Welsh
County Solicitor

82-4-38

MEMORANDUM

TO: Mr. John T. Neukam, Chief
Bureau of Highway Statistics
Attn: Mr. Paul Becker

DATE: April 27, 1982

FROM: Mr. Gene R. Straub
District Traffic Engineer

RE: Md. 175 @ Ten Mills Rd.
Howard County

While reviewing our new photolog films, we noticed filming was stopped on Md. 175 just west of U.S. 29. In discussions with the District 7 Assistant District Engineer for Maintenance, he advises the S.H.A. maintains to the east curb line of Ten Mills Road. This is also the assumption we have operated under.

The basis for the above is found on page 26 of Contract HO-314-27-771 (copy attached) where the beginning right-of-way line of the through highway is stated as Station 73+50.

Other discrepancies we have noted are in the Highway Location Reference File and the Bureau of Accident Statistics data where the end of Md. 175 is listed as 7.13(which appears to be where the photologging was ended).

If our assumptions are correct, would you please make arrangements to correct the above discrepancies.

G R S

GRS:GDL:lb

Attachment

cc: Mr. C. E. Raith
Mr. L. S. Rudesill, Jr.
Mr. G. D. Lockard
Mr. J. W. Moore, Jr.

R/w Deed Jacq# 54380
R/w Plat # 34974
R/w Contract # HO-314-30-771

Md 175 terminates @ Ten Mills Rd
PEB

MEMORANDUM

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Bureau of Highway Statistics
Attn: Mr. Paul Becker

DATE: April 27, 1982

FROM: Mr. Gene R. Straub
District Traffic Engineer

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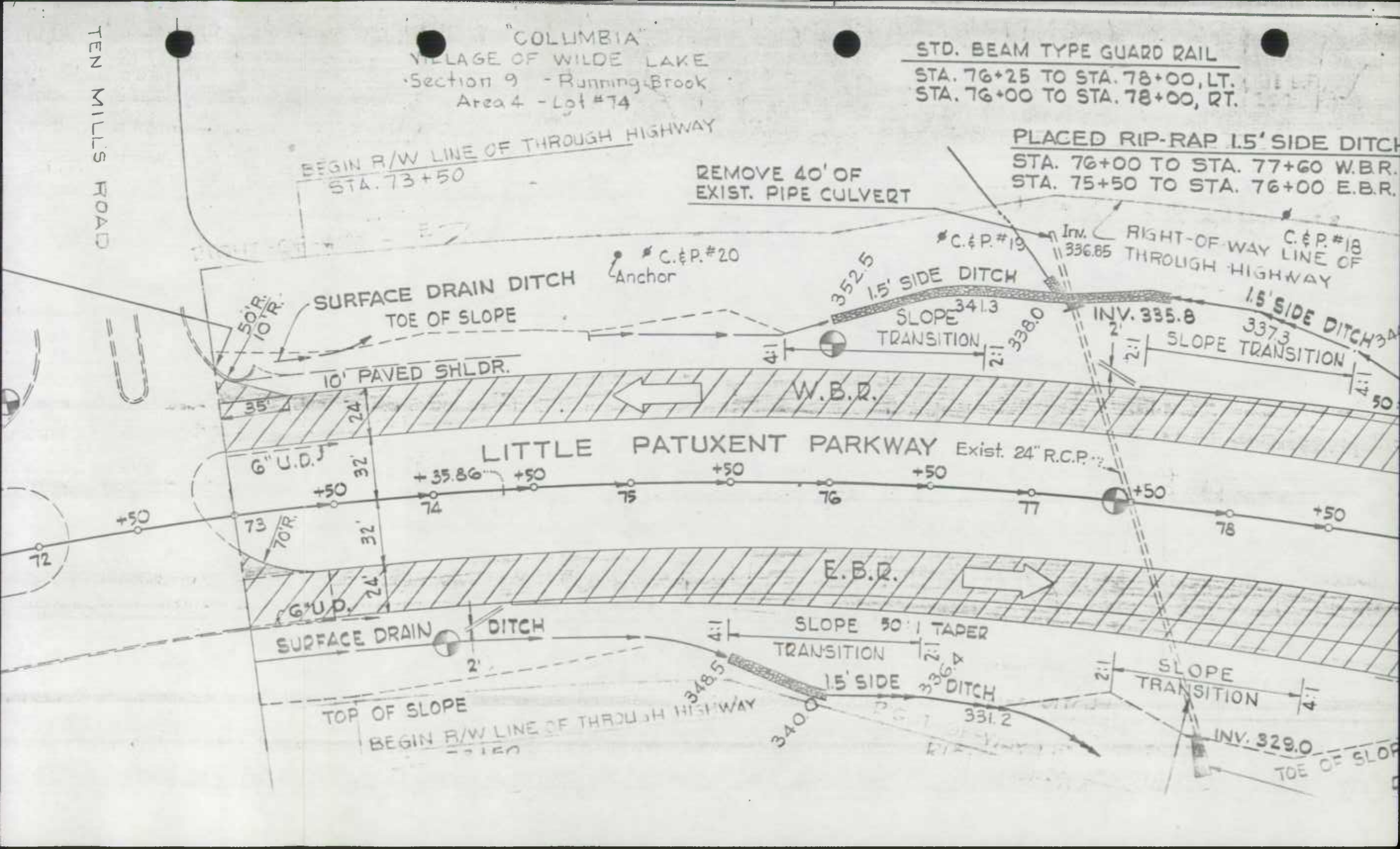
G R S

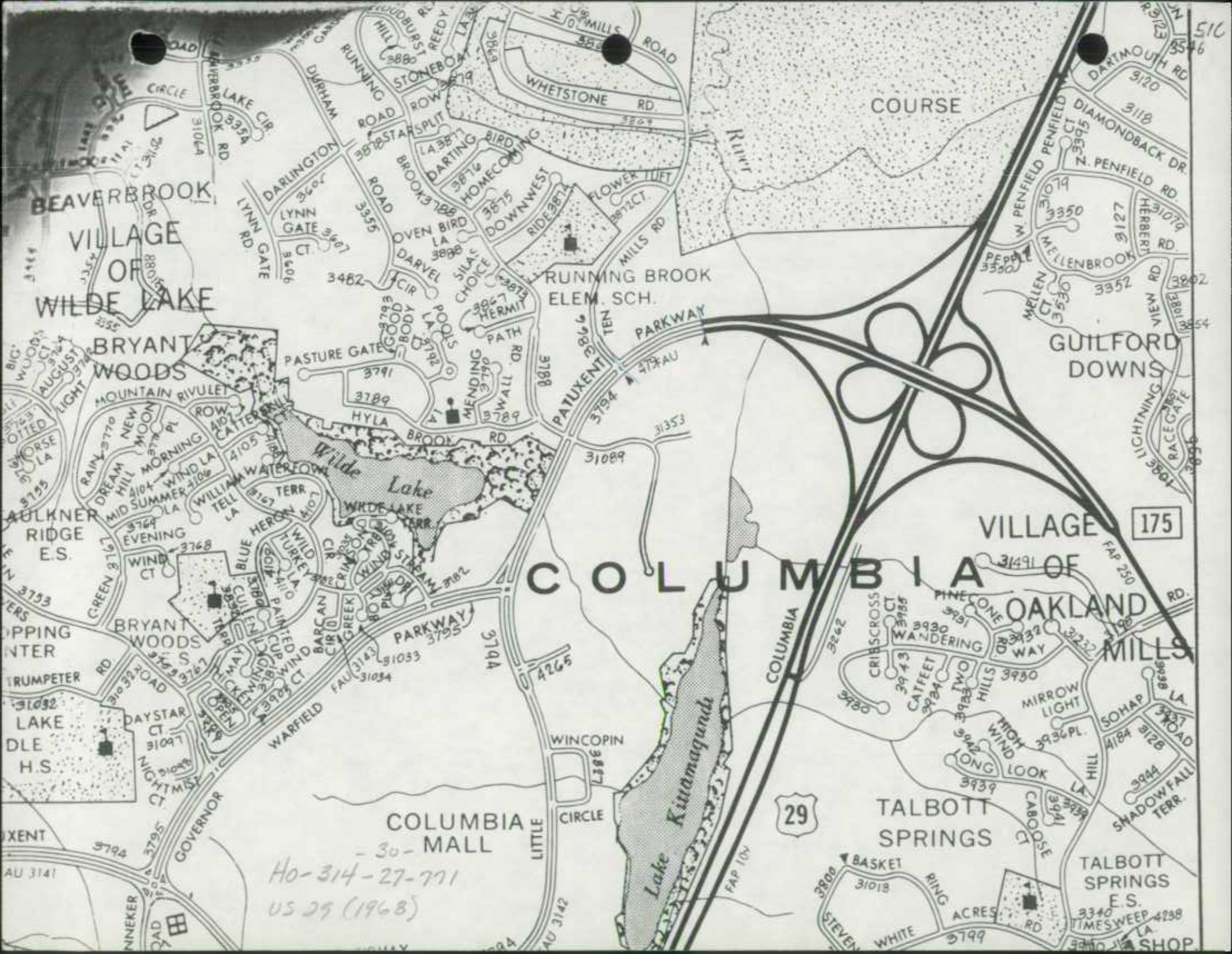
GRS:GDL:lb

Attachment

cc: Mr. C. E. Raith
Mr. L. S. Rudesill, Jr.
Mr. G. D. Lockard
Mr. J. W. Moore, Jr.


"COLUMBIA"
VILLAGE OF WILDE LAKE
Section 9 - Running Brook
Area 4 - Lot #74
STD. BEAM TYPE GUARD RAIL
STA. 76+25 TO STA. 78+00, LT.
STA. 76+00 TO STA. 78+00, RT.
PLACED RIP-RAP 1.5' SIDE DITCH
STA. 76+00 TO STA. 77+60 W.B.R.
STA. 75+50 TO STA. 76+00 E.B.R.
TEN MILLS ROAD
BEGIN R/W LINE OF THROUGH HIGHWAY
STA. 73+50
REMOVE 40' OF
EXIST. PIPE CULVERT
C.&P.#20
Anchor
C.&P.#19
Inv. 336.85
RIGHT-OF-WAY LINE OF
THROUGH HIGHWAY
C.&P.#18
SURFACE DRAIN DITCH
TOE OF SLOPE
50'R.
10'R.
352.5
1.5' SIDE DITCH
341.3
SLOPE
TRANSITION
338.0
INV. 335.8
337.3
1.5' SIDE DITCH
SLOPE TRANSITION
10' PAVED SHLDR.
W.B.R.
35'
24'
LITTLE PATUXENT PARKWAY
Exist. 24" R.C.P.
6" U.D.
32'
+35.86
+50
72
73
74
75
76
77
78
70'R.
E.B.R.
SURFACE DRAIN
DITCH
SLOPE 50:1 TAPER
TRANSITION
348.5
1.5' SIDE
336.4
DITCH
331.2
340.0
SLOPE
TRANSITION
TOP OF SLOPE
BEGIN R/W LINE OF THROUGH HIGHWAY
INV. 329.0
TOE OF SLOPE

Ho 314-27-771
2/68
pg 26 of 71



516
3546

- 30 -
Ho-314-27-771
US 29 (1968)

.66 mi. S. of MA108
to Owen Brown Rd.

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

December 4, 1981

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement dated December 2, 1981, between the State Highway Administration and Howard County, Maryland, relative to the transfer by the Administration to the County of the following described sections of State constructed roads subject to the conditions more fully set forth in the agreement.

1. Md. 958A (All Saints Road) - from Whiskey Bottom Road (Co. 112) to Md. 216.
   A total distance of ± 0.68 mile.

2. Md. 958H (Elibank Drive) - from Montgomery Road (Co. 136) northeasterly to End SHA Maintenance.
   A total distance of ± 0.72 mile.

3. Md. 958M (Bauman Drive) - from Montgomery Road (Co. 136) southwesterly to End SHA Maintenance.
   A total distance of ± 0.77 mile.

4. Md. 970 - Service Road from Md. 970A (Sand Hill Road) easterly to End SHA Maintenance.
   A total distance of ± 0.51 mile.

5. Md. 970A (Sand Hill Road) - from Md. 144A northerly to End SHA Maintenance north of Md. 970.
   A total distance of ± 0.77 mile.

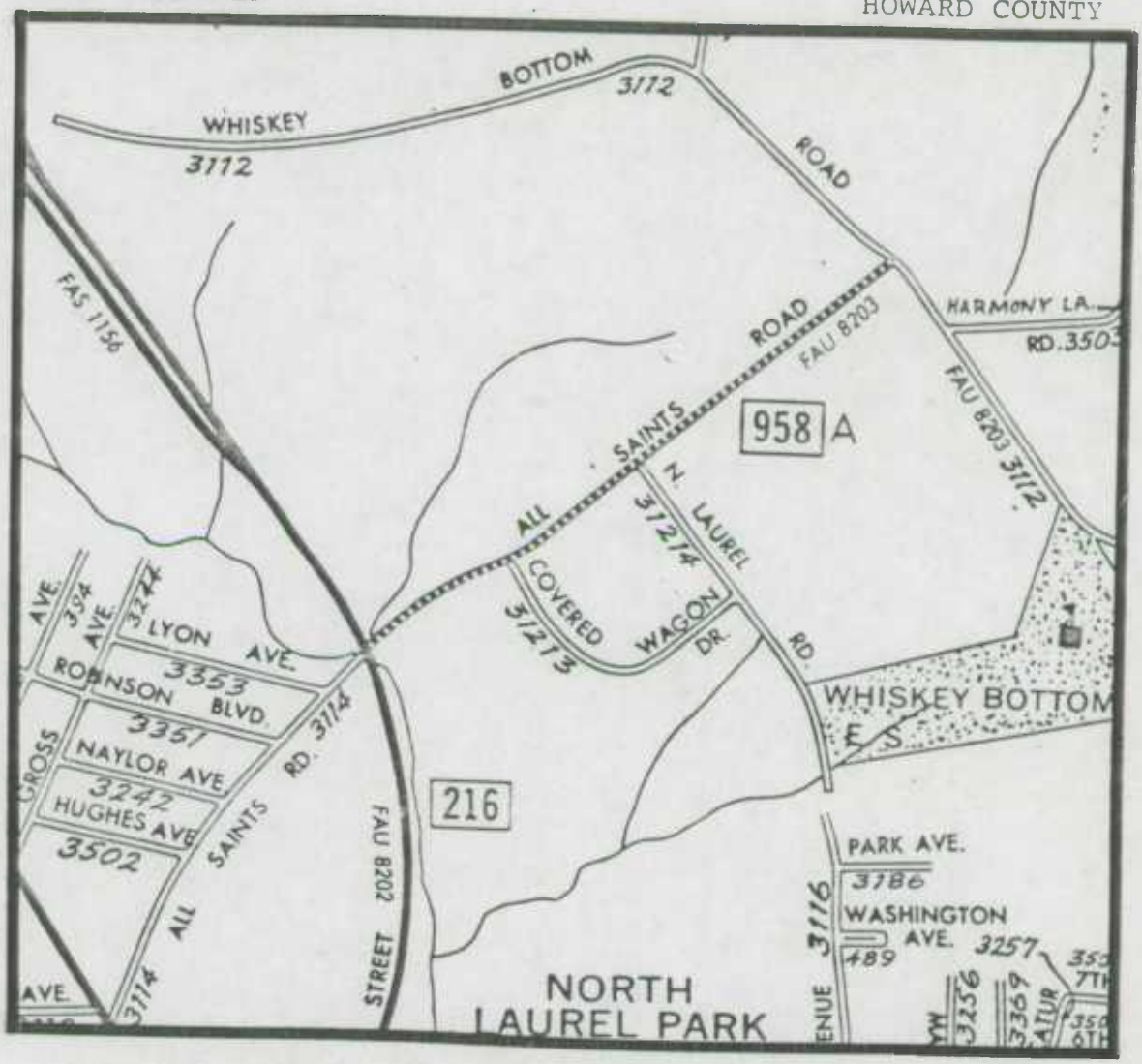
6. Md. 94 Extended (Woodbine Road) - from Old Frederick Road (Co. 9) northerly approximately 1870 feet.
   A total distance of ± 0.36 mile.

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

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. G. E. Dailey
Mr. A. L. Gardner
Mr. H. Kassoff
Mr. C. W. Reese
Mr. C. E. Raith
Mr. S. Adkins (2)
Mr. R. C. Davison
Mr. J. N. Day
Mr. K. V. Dodson
Mr. E. S. Freedman
Mr. T. Hicks
✓Mr. C. P. Hyatt (2) Mins
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mrs. E. K. Roche
Mr. R. Weaver
Secretary's File

ROAD TRANSFER

HOWARD COUNTY

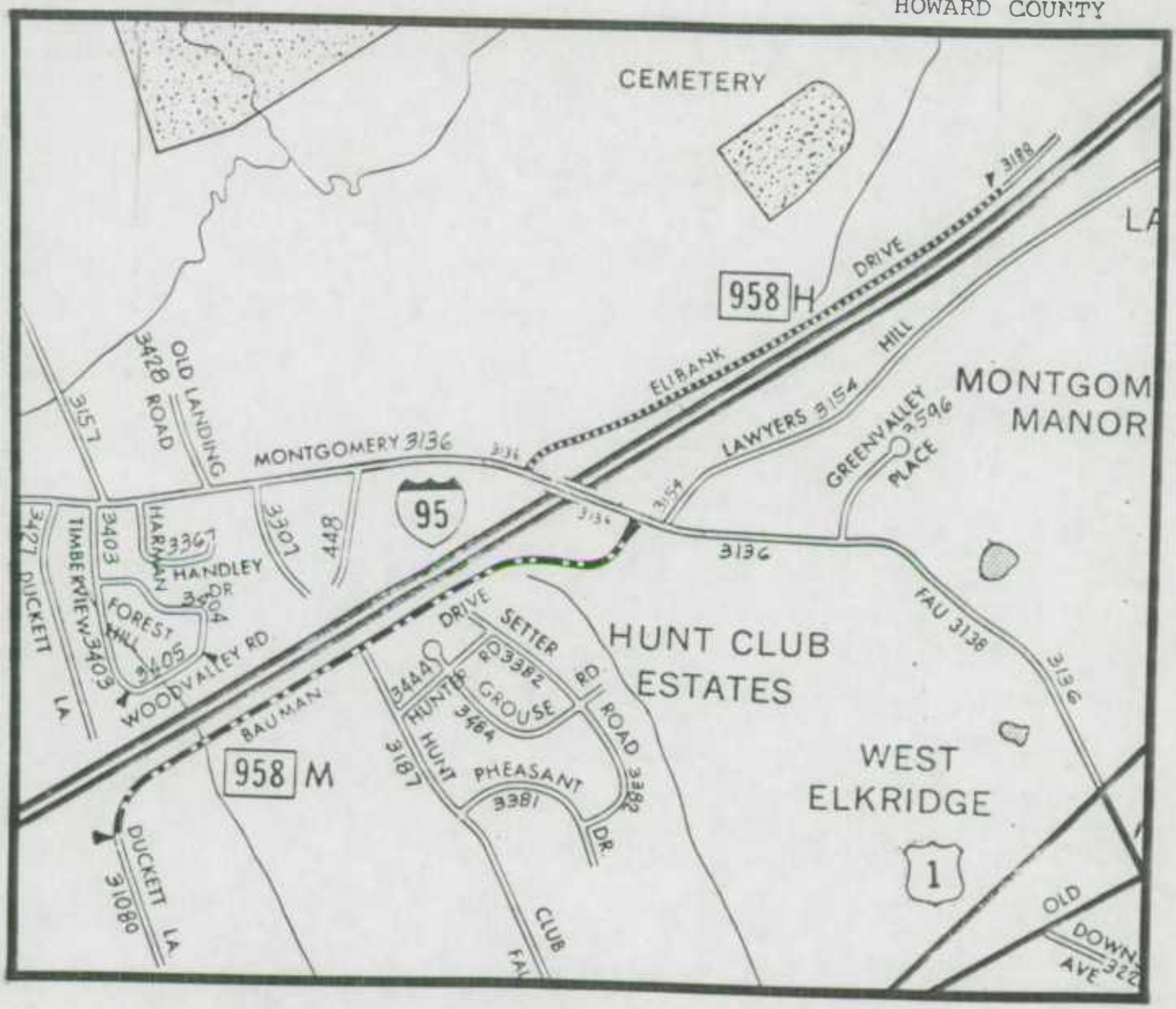


Md. 958A (All Saints Road) - from Whiskey Bottom Road (Co. 112) to Md. 216.

A total distance of ±0.68 mile.

ROAD TRANSFER

HOWARD COUNTY

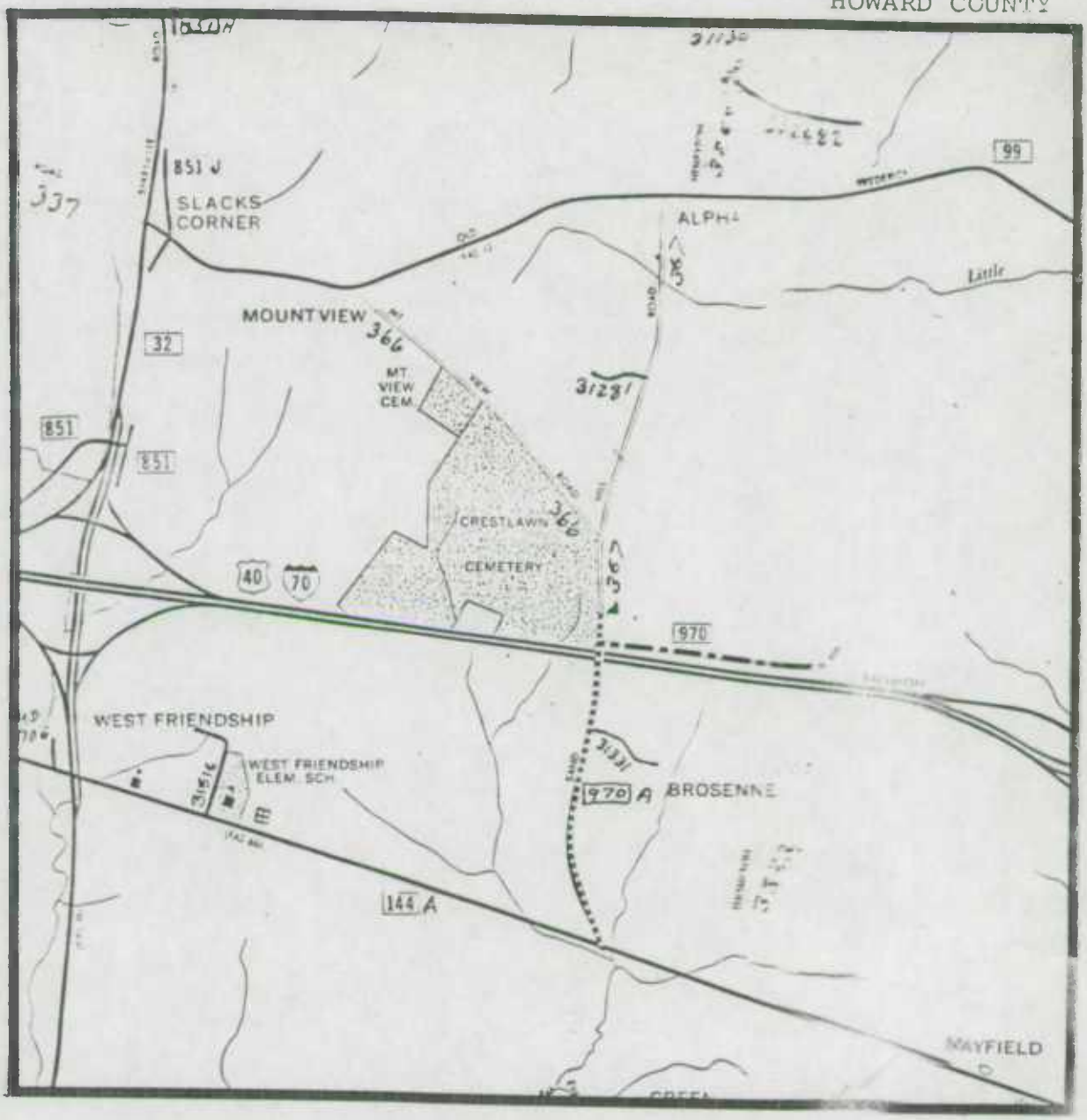


Md. 958H (Elibank Drive) - from Montgomery Road (Co. 136) northeasterly to End SHA Maintenance. A total distance of ±0.72 mile.

Md. 958M (Bauman Drive) - from Montgomery Road (Co. 136) southwesterly to End SHA Maintenance. A total distance of ±0.77 mile.

ROAD TRANSFER

HOWARD COUNTY

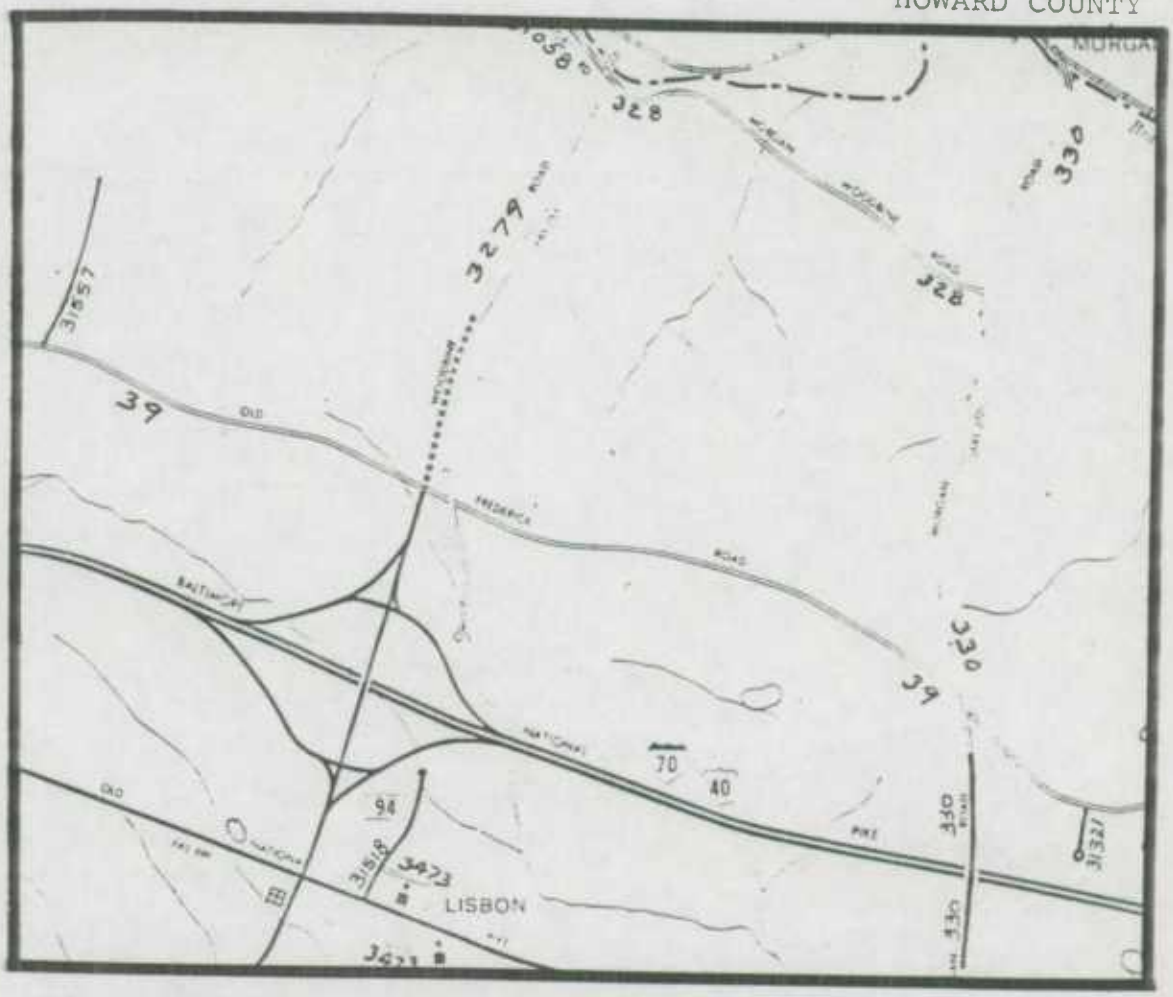


Md. 970 - Service Road from Md. 970A (Sand Hill Road) easterly to End SHA Maintenance. A total distance of ±0.51 mile.

Md. 970A (Sand Hill Road) - from Md. 144A northerly to End SHA Maintenece north of Md. 970. A total distance of ±0.77 mile.

ROAD TRANSFER

HOWARD COUNTY



Md. 94 Extended (Woodbine Road) - from Old Frederick Road (Co. 9) northerly approximately 1870 feet. A total distance of ±0.36 mile.

THIS AGREEMENT made this 2nd day of December 1981, 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 Howard 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 Highways to the "County" will result in a reduction in the cost of road maintenance; and,

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

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

1. Md. 958A (All Saints Road) - from Whiskey Bottom Road (Co. 112) to Md. 216. A total distance of ±0.68 mile.

2. Md. 958H (Elibank Drive) - from Montgomery Road (Co. 136) northeasterly to End SHA Maintenance. A total distance of ±0.72 mile.

3. Md. 958M (Bauman Drive) - from Montgomery Road (Co. 136) southwesterly to End SHA Maintenance. A total distance of ±0.77 mile.

4. Md. 970 - Service Road from Md. 970A (Sand Hill Road) easterly to End SHA Maintenance. A total distance of ±0.51 mile.

5. Md. 970A (Sand Hill Road) - from Md. 144A northerly to End SHA Maintenance north of Md. 970. A total distance of ±0.77 mile.

6. Md. 94 Extended (Woodbine Road) - from Old Frederick Road (Co. 9) northerly approximately 1870 feet. A total distance of ±0.36 mile

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

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

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

3. The basis for the allocation of funds will include the additional ±3.81 miles in the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

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

5. The "Highway Administration" will perform at its sole expense all repairs except minor surface repairs and snow removal to the bridge of Md. 970A (Sand Hill Road) that spans I-70.

6. The "County" will remove at its sole expense all snow and perform minor road surface repairs to the roadway of the bridge set forth in Item 5 above. 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. When the floor defects extend through the floor slab, such as a crack or cavitations or hole, exposing the reinforcing steel, the "County" shall promptly advise the "Highway Administration". The "Highway Administration" will then make the required structural repairs to the floor slab.

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

8. The State herein through this agreement, and by means of a deed of conveyance to be executed by the parties, agrees to transfer any and all rights held by the State against any utility company regarding any utility owned facilities which may have been installed within the right-of-way under terms and conditions of utility permit issued by the State.

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

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

BY:
Director, Office of Planning and Preliminary Engineering

Approved as to Form and Legal Sufficiency this 2 day of December 1981

Assistant Attorney General

ATTEST:

William E. Eakle
County Administrator

HOWARD COUNTY, MARYLAND

BY:
Hugh Nichols
County Executive

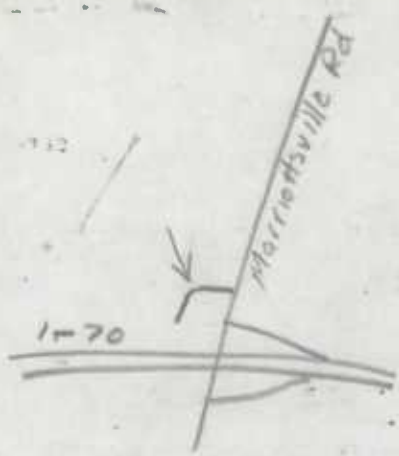
Approved as to Form and Legal Sufficiency this 30 day of November 1981

RECOMMENDED FOR APPROVAL:

George F. Neimeyer, Director
Department of Public Works

Timothy E. Welsh
County Solicitor

Marriottsville Service Rd
Mins & Agree 10-18-79



June 18, 1980

R/W Project No.: HO 305-015-742
R/W Project: I 70N - Patapsco River to U.S. RTE 40 - Road Transfer - Howard County
Marriottsville Service Road
General R/W File No.: 60022
Item Nos.: 46553 and 54801

George F. Neimeyer, Director
Department of Public Works of Howard County
3430 Court House Drive
Ellicott City, MD 21043

Dear Mr. Neimeyer:

Enclosed please find a completely executed Road Transfer Deed conveying title to Howard County to an access road at Marriottsville Road. As you are aware, the county requested this transfer in order to complete the construction of a relocated service road in accordance with an Agreement executed on October 18, 1979.

For your information, I am enclosing the following:

1. Agreement between State; County; Doll; and Percontee Inc.
2. SHA Conveyance Plat No.: 47162
3. Howard County Drawing - Exhibit A

Please arrange for the recordation of Deed and Legal Descriptions (which are to be a part thereof) in the Land Records of Howard County.

By copy, I am requesting Mr. Gordon of the Plat Records Section to have SHA Plat No.: 47162 recorded in the Howard County Plat Records.

Very truly yours,
ORIGINAL SIGNED BY
KURT F. OELMANN

Kurt F. Oelmann, Chief
Government and Public Utility
Section

KFO:dld

Enclosure

cc: William Krieger
Francis Fritz
B. Thomas Summers
Clyde Hyatt enc.
Edgar Chambers
Bruce Fullem
Robert Gordon

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

May 27, 1980

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement, dated May 23, 1980, between the State Highway Administration and Howard County, Maryland, relative to the transfer by the Administration to the County of the following described sections of state constructed highway, subject to the conditions more fully set forth in the agreement.

Now Co. 1516	1)	Md. 970F - (Service Road East of Md. 32) From Md. 144 to Dead End - 1200 feet ± North of Md. 144 Plan Sheet 26 - HO 305-046-772	Md 970F 0.27 mi.
Co. 1517	2)	Fairground Road - From Md. 144 to Barricade at Right-of-Way Line I-70 Approximate Length - 1840 feet Plan Sheet 32 & 33 - HO 305-046-772	Md. 970 H 0.37 mi.
Part of Co. 36	3)	Service Road Extension of Underwood Road Approximate Length - 1600 feet Plan Sheet 40 - HO 305-046-772	Md. 970 J 0.30 mi.
Part of Co. 698	4)	Service Road (Monticello Drive) From Md. 97 to Reps Road Approximate Length - 4600 feet Plan Sheets 25, 26, 27 & 31 - HO 305-045-772	Md. 970K 0.87 mi.
Part of Co. 9	5)	Old Frederick Road Relocated From Md. 97 to Existing Old Frederick Road Approximate Length - 5400 feet Plan Sheets 41 & 42 - HO 305-045-772	Md. 970 L 1.04 mi.
Part of Co. 30	6)	Morgan Station Road Relocation from 750 feet ± South of I-70 to 1400 feet ± North of I-70 Approximate Length - 2150 feet Plan Sheets 4, 5 & 6 - HO 305-050-772	Md. 970 B 0.42 mi.
Co. 1518	7)	Old Md. Route 94 From Md. 144 to cul-de-sac adjacent to I-70 Plan Sheet 35 - HO 305-047-772	Md. 970 P 0.30 mi.
Part of Co. 9	8)	Old Frederick Road - Connections East and West of Relocated Woodbine Road Approximate Length - 500 feet Plan Sheet 33 - HO 305-047-772	0.09 mi.
Part of Co. 9	9)	North Quadrant Frontage Road (Service Road) From West Watersville Road to Watersville Road (Also known as Poplar Springs Road)	Md 970 D 1.90 mi.

Co. 9

10) North Quadrant Frontage Road (Service Road)
From Twin Arch Road to West Watersville Road
Approximate Length - 5650 feet
Plan Sheets 48, 49 & 53 - HO 305-047-772

Md. 970 D
0.81 mi.

Co. 1144
Co. 8

11) Beetz Road Connection
North Side of North Quadrant Frontage
Road for a distance of 200 feet ±, also
include cul-de-sac on Plan Sheet 44
HO 305-047-772

0.04 mi.

Co. 7

12) Relocated West Watersville Road
From Md. 144 to North Quadrant Frontage Road
Approximate Length - 1400 feet
Plan Sheet 4 - HO 305-052-772

Md. 970 E
0.26 mi.

Co. 7

13) West Watersville Road Connection
North Side of North Quadrant Frontage Road
Approximate Length - 320 feet
Plan Sheet 4 - HO 305-052-772

Md 970 E
0.17 mi.

Co 91

14) Leishear Road - 1000 feet ± connections
East and West of Relocated Md. 216
Plan Sheet 22 - HO 307-025-772

Md. 958
0.19 mi.

Co 275

15) Standsfield Road
1000 feet ± Relocated under I-95
Plan Sheet 50 - HO 307-025-772

Md. 958 K
0.18 mi.

Co. 416

16) Gorman Road
Relocation over I-95
Approximate Length - 1850 feet
Plan Sheets 37 & 38 - HO 307-022-772

Md. 958 L
0. 34 mi.

Co. 128

17) Oakland Mills Road
Connection to Relocated Guilford Road
Approximate Length - 150 feet
Plan Sheet 57 - HO 307-019-772

Md. 958 D
0.03 mi.

Co. 122

18) Mission Road at Md. 32
Connection to Relocated Guilford Road
Approximate Length - 450 feet
Plan Sheet 55 - HO 307-019-772

Md. 958 B
0.04 mi.

Co. 122

19) Mission Road
West of U.S. Route 1
Relocated Section of Mission Road South
of mainline station 531 ± I=95
Approximate Length - 550 feet
Plan Sheets 35 & 38 - HO 307-005-772

Md 958 C
0.12 mi.

Co 129

20) Lark Brown Road - Connection to
Md. 108 (formerly Md. 175)
Approximate Length - 400 feet
Plan Sheet 60 - HO 307-005-772

Md. 958 E
0.07 mi.

21) Alladin Road - From U. S. Route 1 to Md. 175 (Waterloo Road)
Approximate Length - 2700 feet
Plan Sheets 65 & 66 - HO 307-005-772

Co. 1519

Md. 958 N
0.50 mi.

22) Lawyer's Hill Road - 200 feet ± connection to North side of Montgomery Road
Plan Sheet 12 A - HO 307-003-772

Co. 154

Md 958G
0.04 mi.

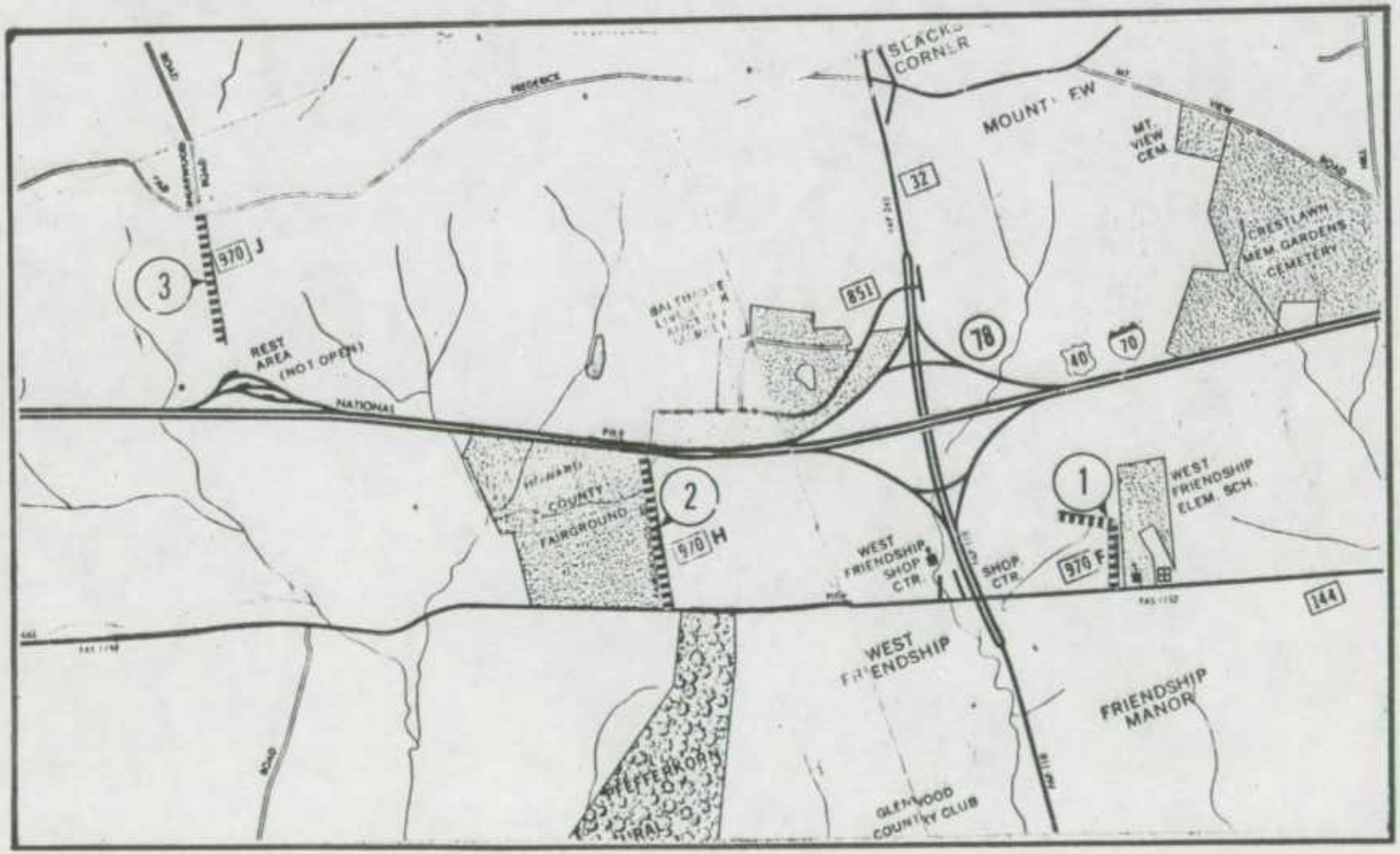
23) Montgomery Road - Relocation over I-95
Approximate Length - 1400 feet
Plan Sheet 13 A & 14 - HO 307-003-771

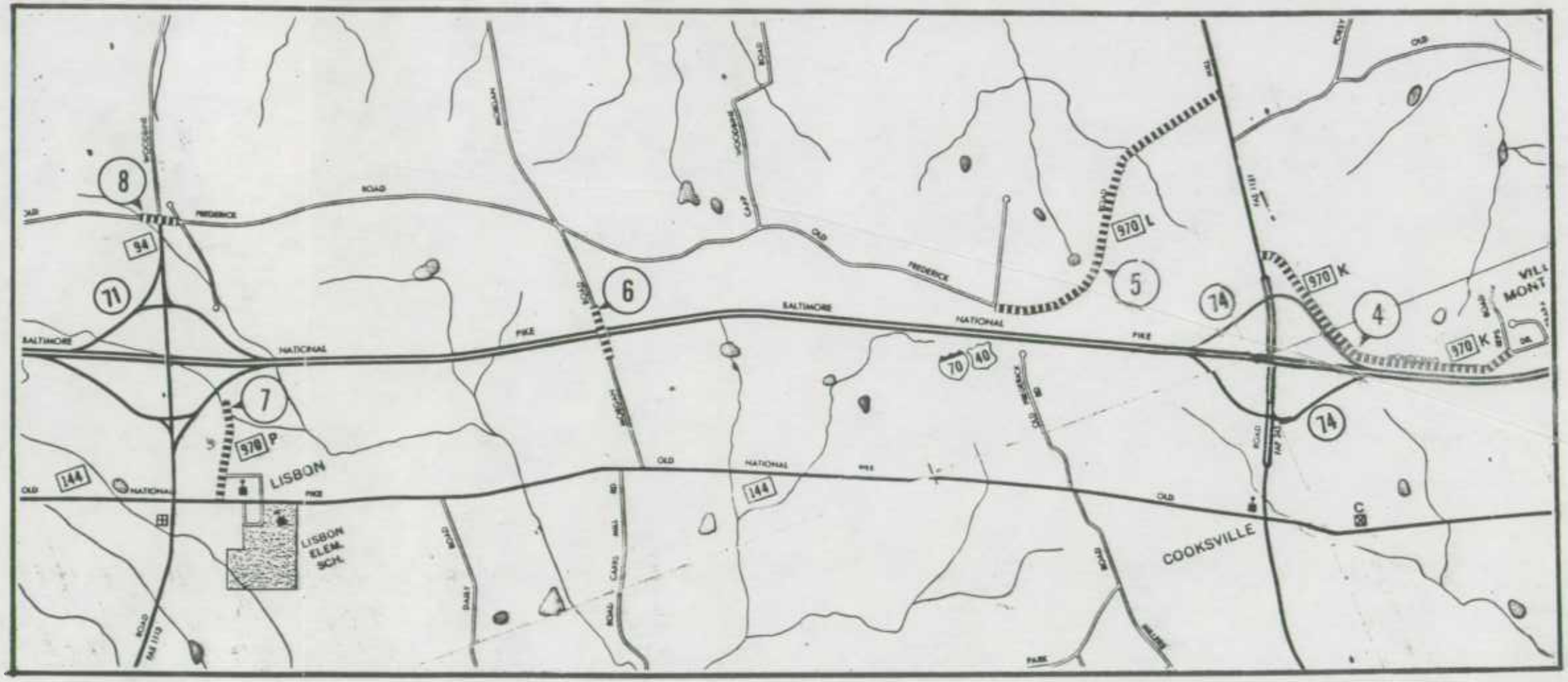
Co. 136

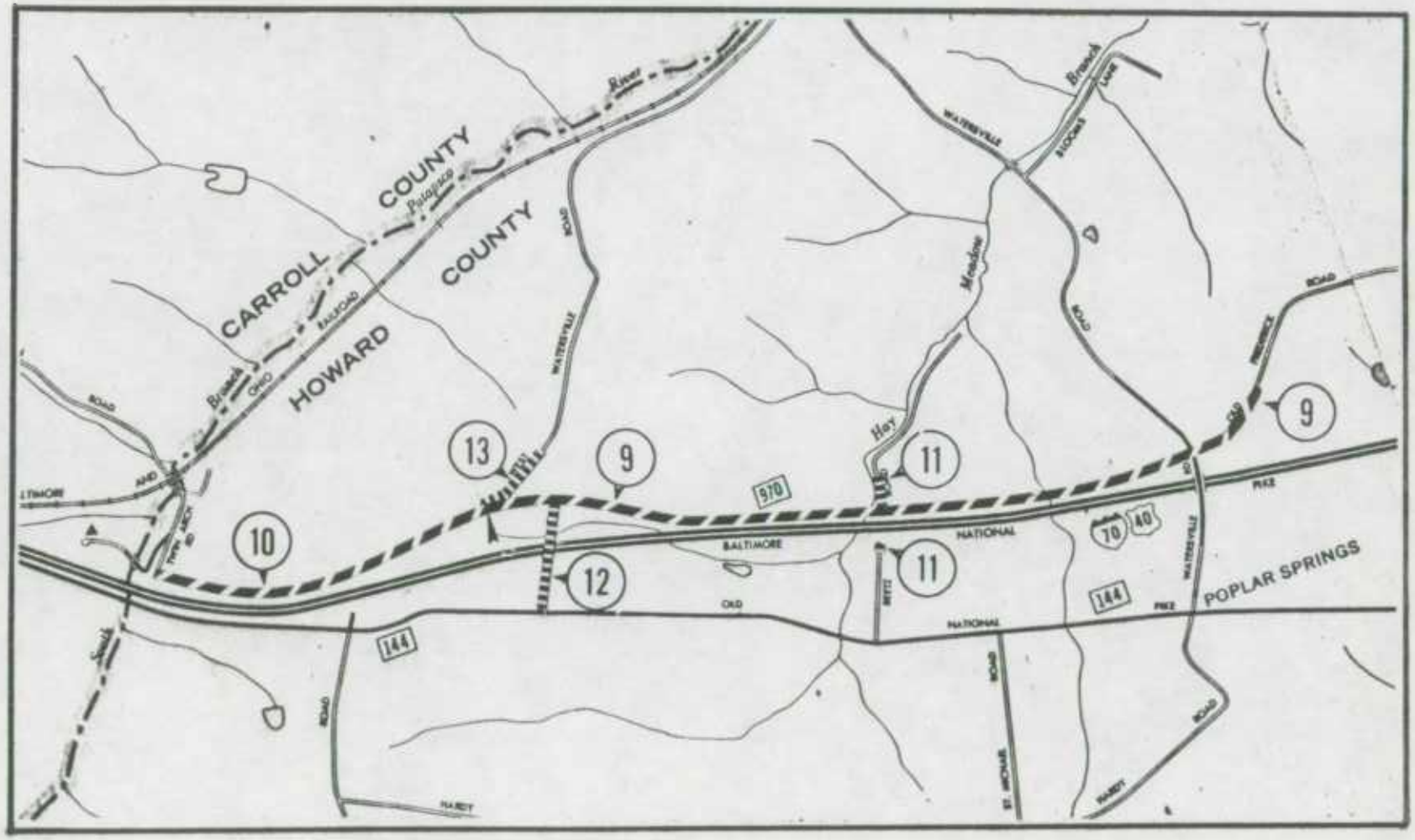
Md. 958 F
0.27

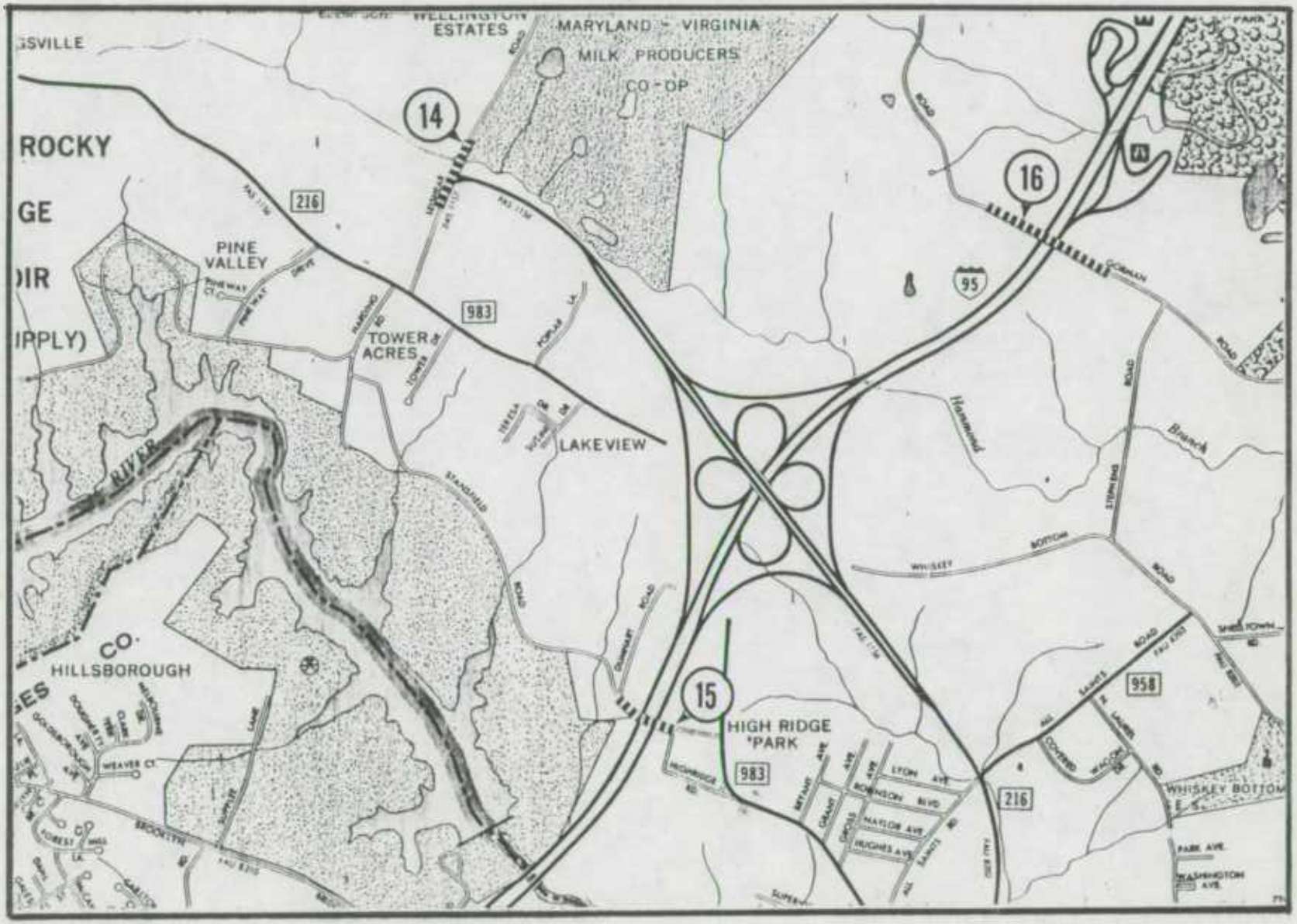
Said agreement had previously been executed by the County Executive for Howard County and approved as to form and legal sufficiency by Special Attorney, L. J. Kozlakowski.

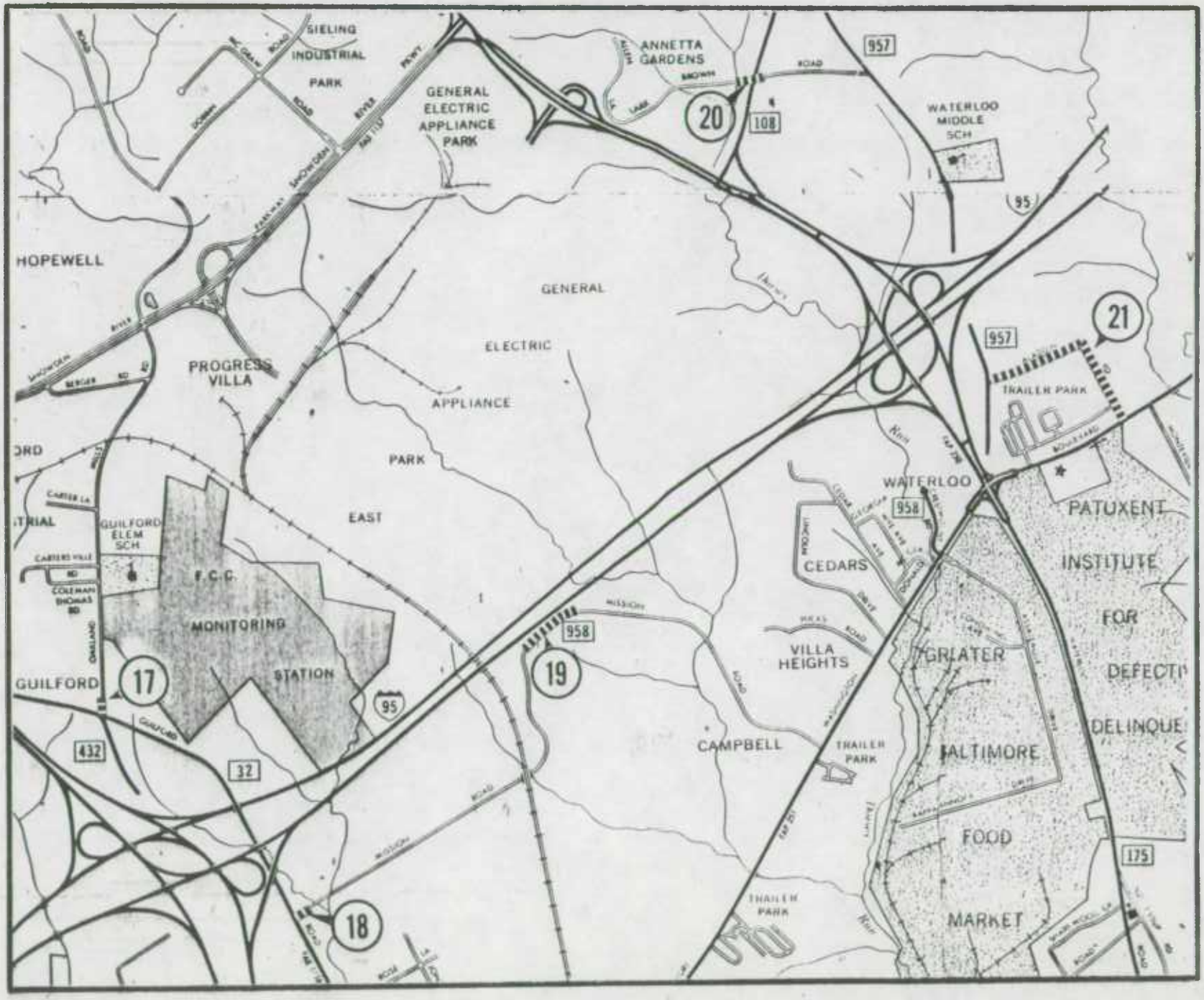
Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. W. F. Lins, Jr.
Mr. A. L. Gardner
Mr. H. Kassoff
Mr. C. W. Reese
Mr. F. P. Fritz (2)
Mr. J. N. Day
Mr. T. Hicks
Mr. R. C. Pazourek
Mr. P. A. Milash
Mr. C. P. Hyatt (2) Davis
Mr. E. S. Freedman
Mr. C. Lee
Mr. P. S. Jaworski
Mr. R. N. Spalding (2)
Mr. R. C. Davison
Mr. A. T. Landon, Jr.
Mrs. E. K. Roche
Secretary's File


SLACKS CORNER
MOUNT EW
MT. VIEW CEM.
CRESTLAWN MEM. GARDENS CEMETERY
32
851
78
40
70
970 J
3
REST AREA (NOT OPEN)
NATIONAL
2
970 H
COUNTY FAIRGROUND
1
WEST FRIENDSHIP ELEM. SCH.
WEST FRIENDSHIP SHOP CTR.
SHOP CTR.
970 F
144
WEST FRIENDSHIP
FRIENDSHIP MANOR
GLENWOOD COUNTRY CLUB


8
94
71
6
5
970 L
74
970 K
4
970 K
VILL MONT
7
970 P
LISBON
LISBON ELEM. SCH.
144
70
40
144
74
COOKSVILLE
BALTIMORE
NATIONAL
PIKE
OLD
PRESIDENCE
ROAD


CARROLL
COUNTY
HOWARD
COUNTY
Patapsco
River
Branch
Meadow
Hay
WATERSVILLE
ROAD
BALTIMORE
NATIONAL
OLD
PIKE
POPLAR SPRINGS
970
144
70
40
9
10
11
12
13


WELLINGTON ESTATES
MARYLAND - VIRGINIA
MILK PRODUCERS
CO-OP
14
16
15
ROCKY
GE
IR
IPPLY)
PINE VALLEY
216
983
TOWER ACRES
LAKEVIEW
RIVER
CO.
HILLSBOROUGH
HIGH RIDGE PARK
95
958
WHISKEY BOTTOM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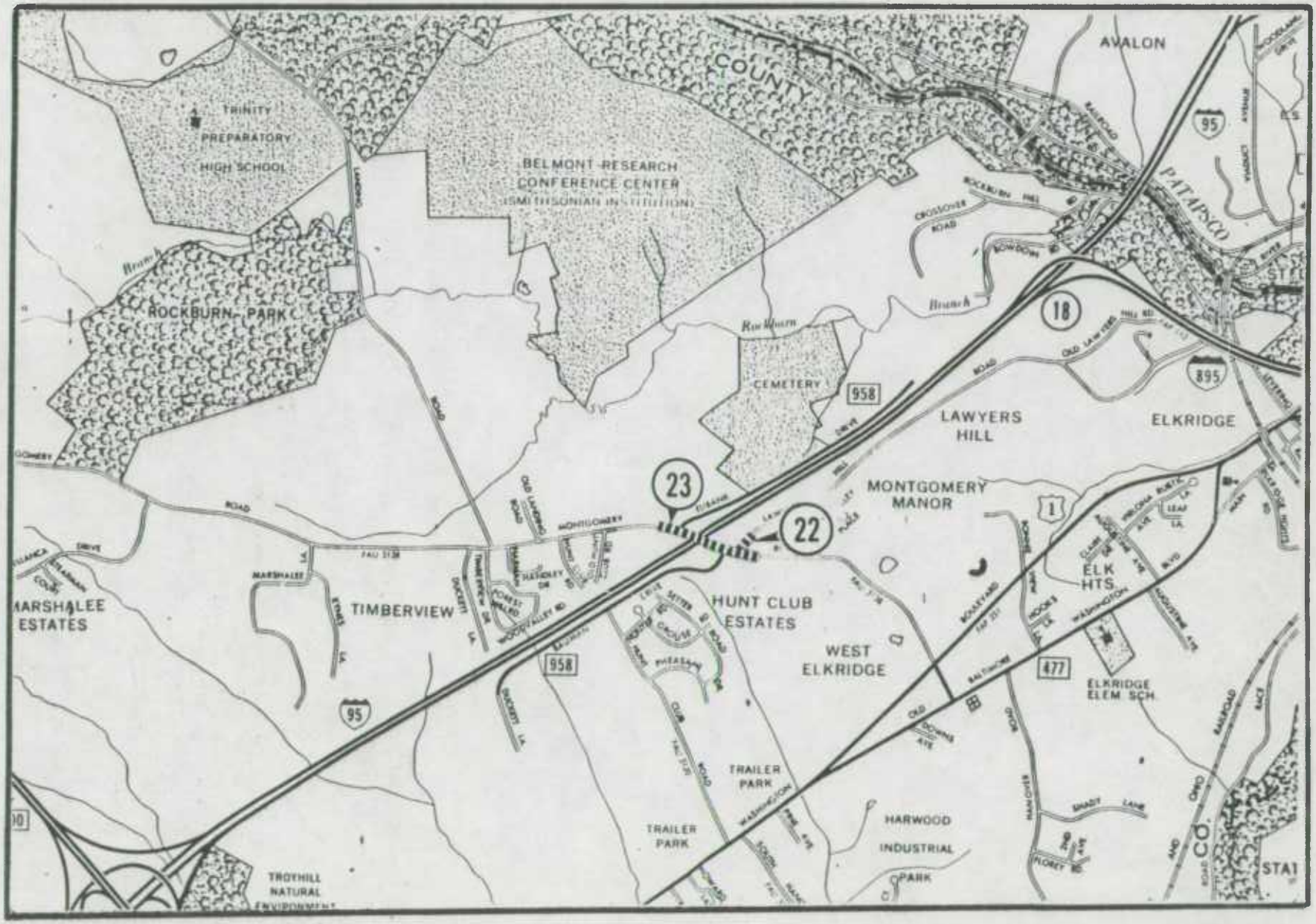
AVALON
COUNTY
TRINITY
PREPARATORY
HIGH SCHOOL
BELMONT RESEARCH
CONFERENCE CENTER
(SMITHSONIAN INSTITUTION)
PATAPSCO
ROCKBURN PARK
CEMETERY
958
LAWYERS
HILL
ELKRIDGE
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895
95
23
22
MONTGOMERY
MANOR
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ELK
HTS.
MARSHALEE
ESTATES
TIMBERVIEW
HUNT CLUB
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WEST
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TRAILER
PARK
HARWOOD
INDUSTRIAL
PARK
TROTHILL
NATURAL
ENVIRONMENT

THIS AGREEMENT made this 23rd day of May 19 80 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 Howard County, Maryland, hereinafter referred to as "County" party of the second part.

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

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

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

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

1) Md. 970F - (Service Road East of Md. 32) From Md. 144 to Dead End - 1200 ft. ± North of Md. 144 Plan Sheet # 26 - HO-305-46-772

2) Fairground Road
From Md. 144 to Barricade at Right of Way Line I-70
Approximate Length - 1840 ft.
Plan Sheet 32 & 33 - HO-305-46-772

3) Service Road Extension of Underwood Road
Approximate Length - 1600 ft.
Plan Sheet 40 - HO-305-46-772

4) Service Road (Monticello Drive)
From Md. 97 to Reps Road
Approximate Length - 4600 ft.
Plan Sheets 25, 26, 27 & 31 - HO-305-45-772

5) Old Frederick Road Relocated
From Md. 97 to Existing Old Frederick Road
Approximate Length - 5400 ft.
Plan Sheets 41 & 42 - HO-305-45-772

6) Morgan Station Road
Relocation from 750 ft. ± South of I-70 to 1400 ft. ± North of I-70
Approximate Length - 2150 ft.
Plan Sheets 4, 5 & 6 - HO-305-50-772

7) Old Md Route 94
From Md. 144 to cul-de-sac adjacent to I-70
Plan Sheet 35 - HO-305-47-772

8) Old Frederick Road
Connections East & West of Relocated Woodbine Road
Approximate Length - 500 ft.
Plan Sheet 33 - HO-305-47-772

9) North Quadrant Frontage Road (Service Rd.)
From West Watersville Road to Watersville Road (Also known as Poplar Springs Road)

10) North Quadrant Frontage Road (Service Rd.)
From Twin Arch Road to West Watersville Road
Approximate Length - 5650 ft.
Plan Sheets 48, 49 & 53 - HO-305-47-772

11) Beetz Road Connection
North Side of North Quadrant Frontage Road for a distance of 200 ft. ±, also include cul-de-sac on
Plan Sheet 44 - HO-305-47-772

12) Relocated West Watersville Road
From Md. 144 to North Quadrant Frontage Road
Approximate Length - 1400 ft.
Plan Sheet 4 - HO-305-52-772

13) West Watersville Road Connection
North Side of North Quadrant Frontage Road
Approximate Length - 320 ft.
Plan Sheet 4 - HO-305-52-772

14) Leishear Road
1000 ft. ± connections East and West of Relocated Md. Route 216
Plan Sheet 22 - HO-307-25-772

15) Standsfield Road
1000 ft. ± Relocated under I-95
Plan Sheet 50 - HO-307-25-772

16) Gorman Road
Relocation over I-95
Approximate Length - 1850 ft.
Plan Sheet 37 & 38 - HO-307-22-772

17) Oakland Mills Road
Connection to Relocated Guilford Road
Approximate Length - 150 ft.
Plan Sheet 57 - HO-307-19-772

18) Mission Road at Md. 32
Connection to Relocated Guilford Road
Approximate Length - 450 ft.
Plan Sheet 55 - HO-307-19-772

19) Mission Road West of US Route 1
Relocated Section of Mission Road south of mainline station 531 ± I-95
Approximate Length - 550 ft.
Plan Sheet 35 & 38 - HO-307-5-772

20) Lark Brown Road
Connection to Md. 108 (formerly Md. 175)
Approximate Length - 400 ft.
Plan Sheet 60 - HO-307-5-772

21) Alladin Road
From US Route 1 to Md. 175 (Waterloo Road)
Approximate Length - 2700 ft.
Plan Sheet 65 & 66 - HO-307-5-772

22) Lawyer's Hill Road
200 ft. ± connection to North side of Montgomery Road
Plan Sheet 12 A - HO-307-3-772

23) Montgomery Road
Relocation over I-95
Approximate Length - 1400 ft.
Plan Sheet 13 A & 14 - HO-307-3-771

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

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

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

3. The basis for the allocation of funds will include the additional mileage in the allocation to the County beginning July 1 of the year following the date as set forth in item 2 above.

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

5. The State will perform at its sole expense all repairs except minor surface repairs and snow removal to those bridges constructed on County roads that span Interstate 70 and Interstate 95 as noted herein. The County will at its sole expense remove all snow and perform minor road surface repairs to the roadway of the bridges. Minor surface repairs are defined as filling small cavities not more than two inches in depth with bituminous concrete. The County will promptly notify the State of said defects and the State will perform the permanent repair.

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

7. The State herein through this agreement, and by means of a deed of conveyance to be executed by the parties, agrees to transfer any and all rights held by the State against any utility company regarding any utility owned facilities which may have been installed within the right of way under terms and conditions of a utility permit issued by the State.

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

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

WITNESS:

Mary Scharf

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By: _____

Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency the _____ day of _____ 19 __

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

WITNESS:

HOWARD COUNTY, MARYLAND

By: _____

County Executive

Approved as to form and legal sufficiency this 18th day of April 19 89

County Solicitor

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

Administrator Caltrider executed the following deeds dated October 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 grantees named, the parcels of land as indicated and as more fully described in the deeds:

Grantee	Conveyance	In Accordance With
Monocacy Knoll Farms, Inc., A Maryland Corporation	3.23± acre of land in Frederick County, being portion of former properties of John M. Crum, Item 46140, Daniel J. Thomas, Item 46141, Ralph Riggs, Item 46143, Contract F-522-12-720.	Approved sale of excess land at bid of $3,525; initial deposit of $500 as requested by bid form on file in Cashier's office.
The Howard Research and Development Corp.	0.351± acre of land in Howard County, being portion of former properties of The Howard Research Development Corp., Item 65737, Oakland Mills Right of Way-Roadbed, Contract HO-400-003-778.	Approved sale of excess land at bid of $950; initial deposit of $100 as requested by bid form on file in Cashier's office.
R. Gray Davis and Margery D. Maize	.685± acre of land in Cecil County, being portion of former property of Anthony Chrzanowski, Item 7359, Contract CE-186-000-429.	Approved sale of excess land at bid of $1,870; initial deposit of $200 as requested by bid form on file in Cashier's office.

Copy: Mr. F. Gottemoeller
Mr. H. G. Downs
Mr. C. W. Reese
Mr. G. D. Zebrauskas
Mr. M. W. Bogdan
Mr. R. C. Pazourek
Mr. E. J. Trexler
Mr. C. E. Raith
Mr. J. M. Wright
Mr. R. J. Finck
Mr. R. E. Guest
Mr. T. W. Beaulieu
Bd. of Public Works of Md.
Secretary's File
Contract file (3)

No road affected.

12-1525

PB

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER
TUESDAY, DECEMBER 19, 1978
* * *

Administrator Caltrider executed the following deed dated December 19, 1978, previously approved as to form and legal sufficiency by the office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcels of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Howard County, Maryland Not Part of any System	0.375± acre of land in Howard County, being portion of former roadbed of Md. Rte. 32 and former property of Sol Sheintal Item 54342, Contract HO-307-010-772.	Request of Grantee (Subject to Reverter Clause included therein)

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. C. E. Raith
Bd. of Public Works of Md.
Secretary's File
Contract HO-307-010-772

12-130S

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR M. S. CALTRIDER
MONDAY, DECEMBER 18, 1978
* * *

Administrator Caltrider executed the following deeds dated December 18, 1978, previously approved as to form and legal sufficiency by the office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deeds:

Grantee	Conveyance	In Accordance With
Howard County	Portions of Vollmerhausen Road in Howard County, General File 60022, Item Nos. 53816 & 53821, Contract HO-307-010-772. (Former property of Howard Research and Development Corporation)	Road Transfer Agreement Md 958 J
The Baltimore Gas and Electric Company	Perpetual Easement - .032± acre in Howard County, for location of transmission lines, former Victor N. Hamilton property, Item 47587, Contract HO-307-009-742.	Permit No. 7H01923 dated July 25, 1977

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. C. E. Raith
Bd. of Public Works of Md.
Secretary's File (2)
Contract File (2)

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

FORM SHA-63.00-26D (Rev. 7-1-77)
STANDARD DEED

(1)

OFFICE OF REAL ESTATE
Item No. B: 53816, 53821

THIS DEED, Made this 18th day of November in the year 19..

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,

Howard County, its successors and assigns

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 Howard 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

I-95 Waterloo Road to Patuxent River
HO-307-10-772

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 35789

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 § 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

Howard County, its successors and assigns

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

BEGINNING FOR THE

58782

SEE ATTACHMENT ENTITLED RIGHTS OF WAY CONVEYED BY THE STATE HIGHWAY ADMINISTRATION OF MARYLAND TO HOWARD COUNTY, SAID DESCRIPTION TO BE RECORDED HEREWITH AS A PART OF THIS DEED.

WHEREAS, it is the intention of the Maryland State Highway Administration to convey title to said described right of way and the roadbed of Vollmerhausen Road to Howard County, it is further understood and agreed that maintenance of the Vollmerhausen Road Bridge over Interstate Route 95 will be transferred to the County under a separate general agreement.

AINING, IN THE AGGREGATE, _____ of land, more or less.

PART(S) OF THE LAND HERETOFORE CONVEYED TO THE STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY ISTRATION, by the following deed(s) which is (are) recorded among the Land Records of the aforesaid County in the Liber and Numbers indicated as follows.

DATED	LIBER AND FOLIO NUMBERS	DEED(S) FROM
ptember 9, 1971	Liber C.M.P. 570 Folio 308	Howard Research and Development Corporation
ptember 9, 1971	Liber C.M.P. 570 Folio 316	Howard Research and Development Corporation

AT No. 35789

SERVING, 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 "THROUGH-OUT 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.

he perpetual right to erect and maintain, between October 1st and April 1st of each year, snow fences within 100 feet of the land reby 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.~~

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

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

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

RIGHTS OF WAY CONVEYED BY
THE STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSION OF MARYLAND
TO
HOWARD COUNTY, MARYLAND

Right of Way Project No.: HO 307-010-772
Right of Way Project: I 95 - Waterloo Rd. to Patuxent River.
Item Nos.: 53816, 53821

. . . . . .

THE GRANTORS DO HEREBY GRANT AND CONVEY FOREVER IN FEE SIMPLE, all our right, title and interest in and to all the land, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outer most lines designated "Right of Way Line," as shown on the State Roads Commission of Maryland's right of way plat numbered 35789, recorded among the Land Records of Howard County.

BEING PART OF THE BED of the road of existing Vollmerhausen Road.

BEING PART OF THE LAND which by deed recorded September 9, 1971, among the Land Records of Howard County in Liber C.M.P. No. 570 Folio 308 was conveyed by the Howard Research and Development Corporation, et al, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING PART OF THE LAND which by deed recorded September 9, 1971, among the Land Records of Howard County in Liber C.M.P. No. 570 Folio 316 was conveyed by the Howard Research and Development Corporation to the State of Maryland to the use of the State Roads Commission of Maryland.

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Howard County, Maryland, the Easement Area shown hatched thus  on the State Roads Commission of Maryland's plat numbered 35789, recorded among the Land Records of Howard County.

THE ABOVE DESCRIBED PARCEL OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland as indicated on the State Roads Commission of Maryland's plats numbered 35790 and 35791, recorded among the Land Records of Howard County.

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.

Howard County, its successors and assigns

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

AND THE GRANTEE(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:--

William S. Alexander

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:

..... XXXXXXXXXXXXXXXXX
Director, Office of Real Estate

..... (SEAL)
Comptroller of Maryland

..... (SEAL)
Treasurer of Maryland

WITNESS:--

..... Secretary

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND, CITY 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 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

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.

..... Notary Public

My Commission expires .....

AT No. 35789

RIGHTS OF WAY CONVEYED BY
THE STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSION OF MARYLAND
TO
HOWARD COUNTY, MARYLAND

Right of Way Project No.: HO 307-010-772
Right of Way Project: I 95 - Waterloo Rd. to Patuxent River.
Item Nos.: 53816, 53821

. . . . . .

THE GRANTORS DO HEREBY GRANT AND CONVEY FOREVER IN FEE SIMPLE, all our right, title and interest in and to all the land, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outer most lines designated "Right of Way Line," as shown on the State Roads Commission of Maryland's right of way plat numbered 35789, recorded among the Land Records of Howard County.

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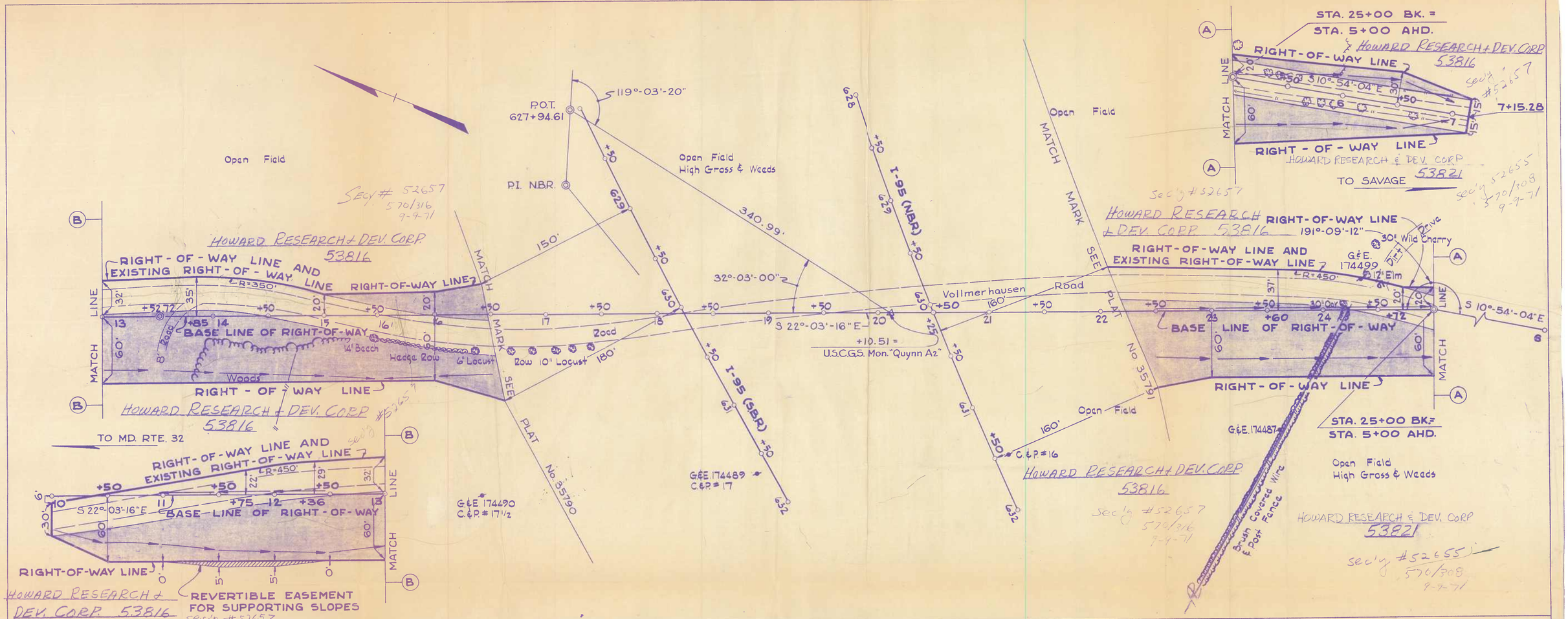


LEGEND

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

NAMES OF REPORTED PROPERTY OWNERS AS SHOWN ON THIS PLAT ARE THOSE OF ORIGINAL GRANTORS TO THE COMMISSION. THE APPROXIMATE PROPERTY LINES SHOWN WERE NOT ESTABLISHED BY ACTUAL SURVEY, BUT ARE INTENDED FOR AN APPROXIMATE GUIDE ONLY.

SENT TO RECORD OFFICE _____ 19

FINALIZED BY CHAIRMAN AND DIRECTOR MAR 20 1968 19

REVISIONS

LOCATED IN HOWARD COUNTY

PREPARED BY GREEN ASSOCIATES, INC.

PROJECT MANAGER

CONSTRUCTION PROJECT: INTERSTATE ROUTE 95
LITTLE PATUXENT RIVER TO NORTH OF MARYLAND ROUTE 216

CONSTRUCTION PROJECT NO: HO-307-22-772

STATE ROADS COMMISSION OF MARYLAND

RIGHT OF WAY PROJECT: I 95 WATERLOO ROAD TO PATUXENT RIVER

RIGHT OF WAY PROJECT NO. HO 307-10-772

FEDERAL AID PROJECT NO. I 95-3(6) 13

ISSUED September 1967

SCALE 1" = 50'

CHIEF, RIGHT OF WAY DIVISION

PLAT No. 35789

Co 1312

Maryland Department of Transportation

State Highway Administration

Hermann K. Intemann
Secretary
M. S. Caltrider
Administrator

May 3, 1978

MEMORANDUM

TO: N. B. Friese
H. G. Downs
A. W. Tate
A. L. Gardner
F. Gottemoeller
C. W. Reese
J. N. Day
T. Hicks
R. C. Pazourek
W. F. Lins
E. J. Dougherty
C. Lee
P. S. Jaworski
J. T. Neukam
R. C. Davison
E. K. Roche

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

RE: Road Transfer

For your information we are attaching a deed dated March 27, 1978 relative to transfer of Md. 99 (between U.S. 40 and Md. Route 144) from the State Highway Administration to Howard County. The deed of transfer has been signed by the proper officials and is effective immediately. We are also attaching a map segment indicating the location of the subject road.

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

CPH:PEB:jb

Attachments

CO 1312

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

FORM SHA-63.00-26D (Rev. 7-1-77)
STANDARD DEED

25640 to 25647 inclusive;
27678 to 27688 inclusive; 27690 to 27694 inclusive

OFFICE OF REAL ESTATE
Item No. 25638; 27...

THIS DEED, Made this ....27th..... day of ....December..... in the year 19..78...

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,

Howard County, its successors and assigns,

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 Howard 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

HO 258-002-715
Maryland Route 99 (Rogers Avenue) from Maryland
Route 144 to U. S. Route 40

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

11325 through 11329 inclusive,

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 § 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

Howard County, its successors and assigns,

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 Howard County(ies) Maryland, and described as follows, to wit:

XXXXXXX

SEE ATTACHMENT: PAGES I THROUGH 7

CONTAINING, IN THE AGGREGATE, _____ of land, more or less

T(S) OF THE LAND HERETOFORE CONVEYED TO THE STATE OF MARYLAND TO THE USE OF THE STATE HIGHW
ATION, by the following deed(s) which is (are) recorded among the Land Records of the aforesaid County in the Liber
rs indicated as follows.

D	LIBER AND FOLIO NUMBERS	DEED(S) FROM

SEE ATTACHMENT: PAGES I THROUGH 7

CO 1312

RIGHTS OF WAY CONVEYED BY

THE STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSION OF MARYLAND

TO

HOWARD COUNTY, MARYLAND

Right of Way Project No.: HO 258-002-715
Right of Way Project: Md. Rte. 99 (Rogers Avenue) - from Md. Rte. 144 to U.S. Rte. 40.
Item Nos.: 25638; 25640; 25641; 25642; 25643; 25645; 25646; 25647; 27678 through 27688 inclusive; 27690 through 27694, inclusive; 27743.

. . . . . .

THE GRANTORS DO HEREBY GRANT AND CONVEY, forever in fee simple, all our right, title and interest in and to all the land, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line," as shown on the State Roads Commission of Maryland's right of way plats numbered 11325, 11326, 11327, 11328 and 11329, recorded or intended to be recorded among the Land Records of Howard County.

BEING PART OF THE BED of the road of existing Maryland Route 99 (Rogers Avenue.)

BEING ALL OF THE LAND which by deed recorded October 27, 1954, among the Land Records of Howard County in Liber W.W.B. No. 262 Folio 17, was conveyed by Harold E. Hellman, et ux. to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded July 20, 1954, among the Land Records of Howard County in Liber W.W.B. No. 258 Folio 423, was conveyed by Fred A. Kaiser to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded July 9, 1954, among the Land Records of Howard County in Liber W.W.B. No. 258 Folio 206, was conveyed by the Convention of the Protestant Episcopal Church of the Diocese of Maryland,

et al, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by Option recorded October 13, 1954, among the Land Records of Howard County in Liber No. 261 Folio 305 was conveyed by William J. Smith to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded July 15, 1954, among the Land Records of Howard County in Liber W.W.B. No. 258 Folio 343 was conveyed by Jasper L. Mabe to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded March 27, 1954, among the Land Records of Howard County in Liber W.W.B. No. 254 Folio 416 was conveyed by Helen Litchfield to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded April 2, 1954, among the Land Records of Howard County in Liber W.W.B. No. 255 Folio 95 was conveyed by Guy C. Sykes, et ux to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded June 18, 1954, among the Land Records of Howard County in Liber W.W.B. No. 257 Folio 404 was conveyed by Drusilla Myers to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded May 11, 1954, among the Land Records of Howard County in Liber W.W.B. No. 256 Folio 261 was convey by Ralph L. Parlett, et ux to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded August 28, 1954, among the Land Records of Howard County in Liber W.W.B. No. 260 Folio 37 was conveyed by Ernest R. Greer, et al to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded March 27, 1954, among the Land Records of Howard County in Liber W.W.B. No. 254 Folio 409 was conveyed by Edward S. Stengle, et ux 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 1, 1954, among the Land Records of Howard County in Liber W.W. B. No. 260 Folio 77 was conveyed by Tully Baer, et al to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded March 27, 1954, among the Land Records of Howard County in Liber W.W.B. No. 254 Folio 411 was conveyed by Blanche C. Cavey, et vir, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded March 27, 1954, among the Land Records of Howard County in Liber W.W.B. No. 254 Folio 414 was conveyed by George L. Cullum, et ux, to the State of Maryland to the

use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded April 9, 1954, among the Land Records of Howard County in Liber W.W.B. No. 255 Folio 286 was conveyed by Edward J. Hirth, et ux to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded April 26, 1954, among the Land Records of Howard County in Liber W.W.B. No. 255 Folio 526 was conveyed by Mary O. Buck to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded March 26, 1959, among the Land Records of Howard County in Liber R.H.M. No. 329 Folio 328 was conveyed by the Howard County Metropolitan Commission to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded May 25, 1954, among the Land Records of Howard County in Liber W.W.B. No. 256 Folio 512 was conveyed by Kenneth L. Fountain, et ux, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded May 17, 1954, among the Land Records of Howard County in Liber W.W.B. No. 256 Folio 365 was conveyed by Frank W. Peach, et ux, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded May 6, 1954, among the Land Records of Howard County in Liber W.W.B. No. 256 Folio 173 was conveyed by William W. Scott, Sr. to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded June 8, 1954, among the Land Records of Howard County in Liber W.W.B. No. 257 Folio 156 was conveyed by Marshall F. Sauter, et al to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded March 27, 1954, among the Land Records of Howard County in Liber W.W.B. No. 254 Folio 407 was conveyed by James A. Willis, et ux. to the State of Maryland to the use of the State Roads Commission of Maryland .

BEING ALL OF THE LAND which by deed recorded April 27, 1955, among the Land Records of Howard County in Liber R.H.M. No. 267 Folio 324 was conveyed by William L. Buell, et ux, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by deed recorded March 29, 1954, among the Land Records of Howard County in Liber W.W.B. No. 254 Folio 437 was conveyed by Mark M. Moxley, et al to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING ALL OF THE LAND which by Option dated February 4, 1954, was conveyed or intended to be conveyed by Royden N. Wood to the State of Maryland to the use of the State Roads Commission of Maryland.

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Howard County, Maryla the Easement Area shown hatched thus: on the State Roads Commission of Maryland's plats numbered 11325, 11326, 11327, 11328, and 11329 recorded or intended to be recorded among the Land Records of Howard County.

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Howard County, Maryla the Easement Area for Pipe shown cross-hatched thus: on the State Roads Commission of Maryland's plat numbered 11325, recorded or intende to be recorded among the Land Records of Howard County.

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Howard County, Maryla the Stream Change area shown cross-hatched thus: on the State Roads Commission of Maryland's plats numbered 11325, 11326, 11328 and 11329, recorded or intended to be recorded among the Land Records of Howard County.

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Howard County, Maryland, the Easement Area for Outlet Ditch shown cross-hatched thus: on the State Roads Commission of Maryland's plat numbered 11326, recorded or intended to be recorded among the Land Records of Howard County.

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Howard County, Maryla the Easement Area for Inlet Ditch as shown on the State Roads Commission o Maryland's plat numbered 11326, recorded or intended to be recorded among the Land Records of Howard County.

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Howard County, Maryland, the Denial of Access Provisions as shown on the State Roads Commission of Maryland's plat numbered 11323, recorded or intended to be recorded among the Land Records of Howard County.

AND THE GRANTORS DO FURTHER GRANT AND CONVEY unto Howard County, Maryland the right to create, use and maintain on or across the adjacent land of the Grantors such waterways and/or inlets and outlets as are necessary for the drainage structures as indicated on the State Roads Commission of Maryland's plats numbered 11325, 11326, 11327, 11328, and 11329, recorded or intended to be recorded among the Land Records of Howard County.

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 H[illegible] pedestrian and/or animal access to or from said Through Highway and [illegible] such public [illegible]

ANY AND A[illegible] between the [illegible] OUT THIS [illegible] any vehicul[illegible] which are [illegible]

The perpe[illegible] hereby re[illegible] erected o[illegible]

SUBJECT [illegible]

(Revised 5-29-73) 25D 101

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

Howard County, its successors and assigns

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

AND THE GRANTEE(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 thereof 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:

.....
XXXXXXXXXXXXXXXX
Director, Office of Real Estate

..... (SEAL)
Comptroller of Maryland

..... (SEAL)
Treasurer of Maryland

WITNESS:--

.....
Secretary

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND, CITY 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 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~~ Anne Arundel, To Wit:

I HEREBY CERTIFY, that on this 10th day of April In the year 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Governor of Maryland
Comptroller of Maryland
Treasurer of Maryland

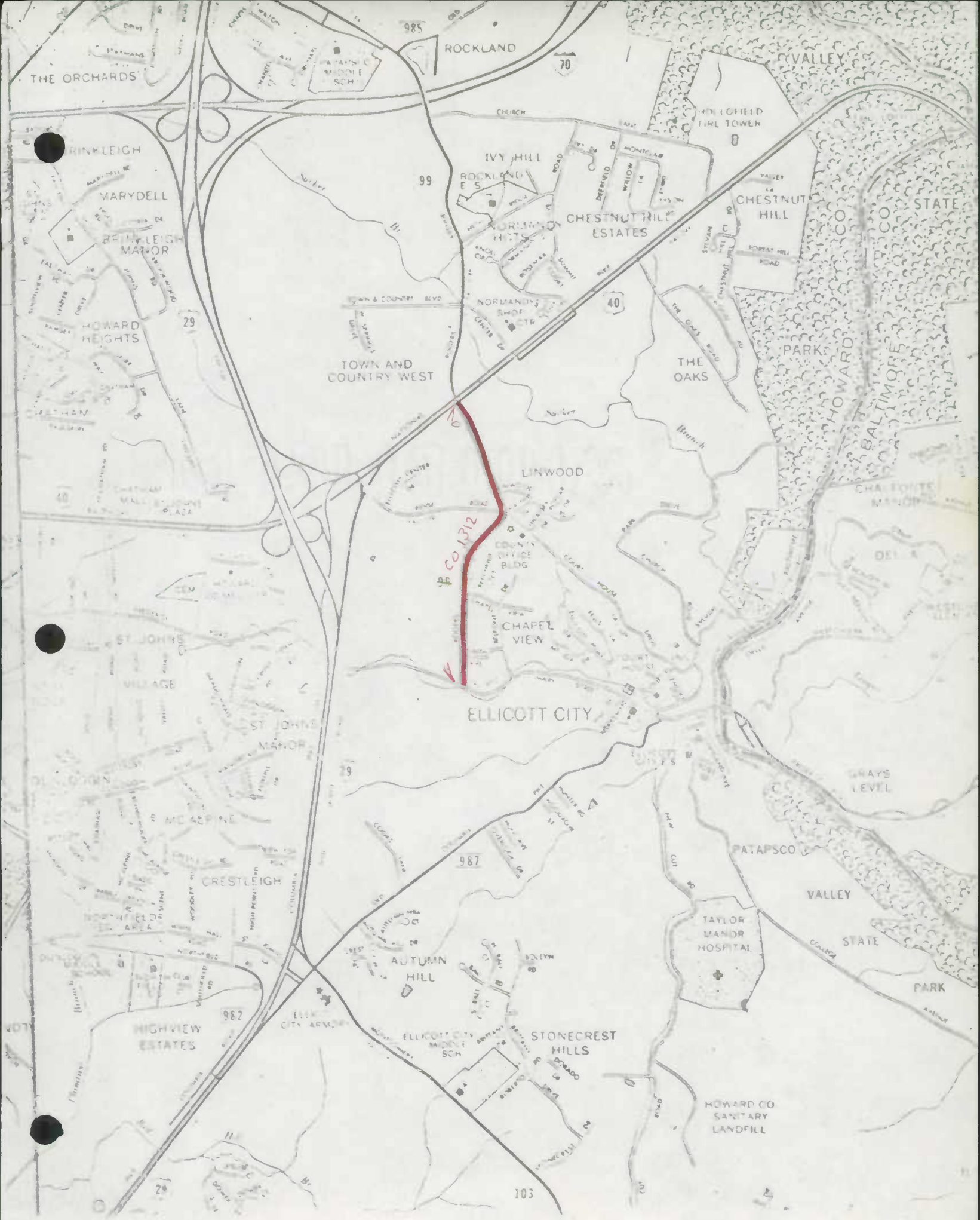
...ting the BOARD OF PUBLIC WORKS OF MARYLAND, and acknowledged the foregoing deed to be the act of the said ...f Public Works of Maryland.

...Y SEAL

WITNESS MY HAND AND NOTARIAL SEAL.

Ruth E. Snyder
Notary Public

...mission expires July 1, 1978


THE ORCHARDS
ROCKLAND
VALLEY
FIRE TOWER
RINKLEIGH
MARYDELL
BRINKLEIGH MANOR
IVY HILL
ROCKLAND ES
CHESTNUT HILL ESTATES
CHESTNUT HILL
STATE
HOWARD HEIGHTS
TOWN AND COUNTRY WEST
THE OAKS
PARK
HOWARD CO
BALTIMORE CO
LINWOOD
COUNTY OFFICE BLDG
CHAPEL VIEW
ELLICOTT CITY
ST JOHNS VILLAGE
ST JOHNS MANOR
GRAYS LEVEL
CRESTLEIGH
PATAPSCO
VALLEY
STATE
PARK
TAYLOR MANOR HOSPITAL
AUTUMN HILL
HIGHVIEW ESTATES
ELLICOTT CITY MIDDLE SCH
STONECREST HILLS
HOWARD CO SANITARY LANDFILL
CO 1312
985
70
99
29
40
987
982
103

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

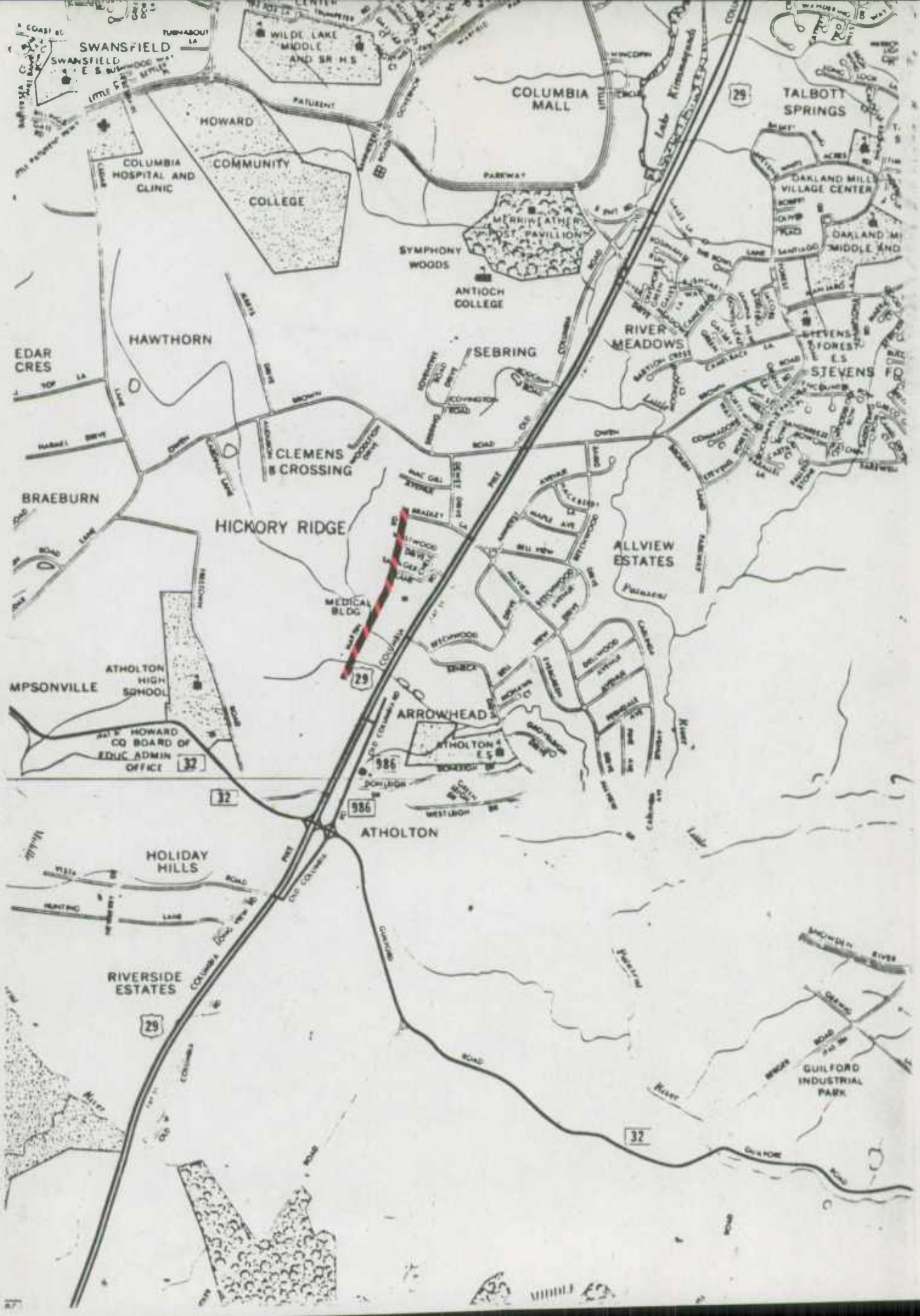
Administrator Evans executed the following deeds dated May 27, 1977, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the Counties named, roads 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.

now Co 1238

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


SWANSFIELD
SWANSFIELD E S
WILDE LAKE MIDDLE AND SR H S
COLUMBIA MALL
TALBOTT SPRINGS
HOWARD COMMUNITY COLLEGE
COLUMBIA HOSPITAL AND CLINIC
OAKLAND MILLS VILLAGE CENTER
MERRIWEATHER POST PAVILLION
SYMPHONY WOODS
ANTIOCH COLLEGE
HAWTHORN
SEBRING
RIVER MEADOWS
STEVENS FOREST E S
STEVENS FO
EDAR CRES
CLEMENS CROSSING
BRAEBURN
HICKORY RIDGE
ALLVIEW ESTATES
MEDICAL BLDG
ATHOLTON HIGH SCHOOL
MPSONVILLE
ARROWHEADS
ATHOLTON E S
HOWARD CO BOARD OF EDUC ADMIN OFFICE
ATHOLTON
HOLIDAY HILLS
RIVERSIDE ESTATES
GUILFORD INDUSTRIAL PARK
29
32
986

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

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

Right of Way Division
Item No. 60700-[illegible]-C
60703, 60716, 60718

THIS DEED, Made this ....3rd.... 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,

Howard 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 Howard 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

U.S. Route 29 - Service Road 'A' 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

45825, 45826, 45827

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 to 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

Howard County

[illegible]ght, title and interest of the State Highway Administration and the State of Maryland, in and to all of the following describe[illegible] or parcel(s) of land, situate, lying and being in Howard County(~~ies~~) [illegible] of Maryland, and described as follows, to wit:--

[illegible]INNING FOR THE

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

Right of Way Project No.: HO-314-040-771
Right of Way Project: U. S. Route 29 - Owen Brown Rd.
to Johns Hopkins Rd.
Re: - U.S. Rte. 29 - Service Road 'A' Right of Way
Item Nos.: 60708-A; 60708-B; 60708-C; 60709; 60716; 60718

. . . . . .

ALL RIGHT, TITLE AND INTEREST OF THE GRANTORS in and to the bed of the road shown shaded thus: lying between station 47+00 and station 92+41.94 of the base line of right of way and base line of survey (U.S. Rte. 29 - Service Road 'A'), as said base line of right of way and base line of survey is delineated on the State Highway Administration-State Roads Commission of Maryland's plats numbered 45825, 45826 and 45827, attached hereto and made a part hereof, and being more particularly described as follows:

BEGINNING FOR THE SAME AT A POINT in the northwesterly right of way line and right of way line of through highway of U. S. Route 29 - Ramp 'A' leading from U. S. Rte. 29 to Md. Rte. 32, said point of beginning being the intersection of the aforementioned northwesterly right of way line and right of way line of through highway (U.S. Rte. 29 - Ramp 'A') and the northwesterly right of way line of U. S. Rte. 29 - Service Road 'A'

SAID POINT OF BEGINNING BEING situated 74.99 feet measured radially to the right of station 07+62.85 of the base line of right of way and base line of survey (U.S. Rte. 29 - Ramp 'A') as said base line of right of way and base line of survey is delineated on State Highway Administration-State Roads Commission of Maryland's plat numbered 45827, attached hereto and made a part hereof; running thence and binding along the aforesaid northwesterly right of way line of U. S. Rte. 29 - Service Road 'A' the following three (3) courses and distances, viz.: S 86° 03' 32" W 10.94 feet, thence N 49° 57' 19" W 37.49 feet, thence N 49° 57' 19" W 36.80 feet to intersect a line of division previously established as the northwesterly right of way line of U. S. Rte. 29 - Service Road 'A', said northwesterly right of way line being further defined on the State Roads Commission of Maryland's plats numbered 38998, 37799 (revised 5/7/69), 38999, 39000 and 37721 (revised 4/29/69), recorded June 10, 1969, among the Plat Records of Howard County; running thence and binding thereon the following thirty six (36) courses and distances,

viz.: N 40° 51' 46" E 39.73 feet, thence N 12° 22' 20" E 25.55 feet, thence N 33° 16' 48" E 23.33 feet, thence N 89° 35' 55" E 17.72 feet, thence by a curve to the left having a radius of 642.82 feet for a distance of 229.30 feet, said curve being subtended by a chord bearing N 21° 08' 43" for a chord distance of 228.09 feet, thence N 00° 25' 11" E 48.01 feet, thence N 10° 59' 17" W 48.53 feet, thence N 10° 34' 39" W 24.26 feet, thence N 00° 13' 04" E 74.24 feet, thence N 05° 55' 42" E 50.25 feet, thence N 00° 13' 04" E 100.0 feet, thence N 05° 55' 42" E 50.25 feet, thence N 05° 55' 42" E 50.25 feet, thence N 11° 31' 40" E 50.99 feet, thence N 00° 13' 04" E 500.0 feet, thence N 11° 05' 32" W 50.99 feet, thence N 00° 13' 04" E 257.20 feet, thence N 03° 05' 29" E 99.77 feet, thence N 06° 33' 56" E 20.84 feet, thence N 07° 58' 32" E 28.13 feet, thence N 21° 12' 10" E 52.78 feet, thence by a curve to the right having a radius of 984.93 feet for a distance of 309.42 feet, said curve being subtended by a chord bearing N 20° 47' 08" E for a chord distance of 308.15 feet, thence N 20° 22' 06" E 52.78 feet, thence N 23° 28' 30" E 53.30 feet, thence N 36°52' 39" E 38.29 feet, thence N 37° 58' 09" E 63.61 feet, thence N 49° 16' 45" E 50.99 feet, thence N 49° 16' 45" E 50.99 feet, thence N 37° 58' 09" E 150.0 feet, thence N 26° 39' 33" E 50.99 feet, thence N 26° 39' 33" E 50.99 feet, thence N 37° 58' 09" E 200.0 feet, thence N 49° 16' 45" E 50.99 feet, thence N 49° 16' 45" E 50.99 feet, thence N 37° 58' 09" E 121.85 feet, thence N 38° 14' 13" E 38.92 feet to intersect a line of division previously established as the northwesterly right of way line and dedication line of U. S. Rte. 29 - Service Road 'A', said northwesterly right of way line and dedication line being further defined on the aforementioned State Roads Commission of Maryland's plat numbered 37799 (revised 5/7/69), running thence and binding thereon the following four (4) courses and distances, viz.: N 28° 12' 44" E 36.98 feet, thence N 29° 24' 21" E 48.26 feet, thence N 27° 35' 26" E 48.15 feet, thence N 29° 20' 29" E 48.28 feet, to intersect the aforementioned line of division previously established as the northwesterly right of way line of U. S. Rte. 29 - Service Road 'A', running thence and binding thereon the following fourteen (14) courses and distances, viz.: N 11° 47' 46" E 24.58 feet, thence N 01° 23' 11" E 25.53 feet, thence N 19° 46' 49" E 47.53 feet, thence N 27° 26' 47" E 48.61 feet, thence N 32° 16' 15" E 10.09 feet, thence by a curve to the left having a radius of 1438.57 feet for a distance of 218.86 feet, said curve being subtended by a chord bearing N 10° 19' 14" E for a chord distance of 218.65 feet, thence N 05° 57' 44" E 65.80 feet, thence N 05° 57' 44"

E 50.0 feet, thence N 00° 15' 06" E 50.25 feet, thence N 05° 57' 44" E 40.0 feet, thence N 05° 57' 44" E 20.0 feet, thence N 05° 57' 44" E 40.0 feet, thence N 11° 40' 22" E 50.25 feet, thence N 05° 57' 44" E 300.0 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.: S 84° 02' 16" E 35.0 feet, thence S 84° 02' 16" E 30.0 feet to intersect a line of division previously established as the southeasterly dedication line of U. S. Rte. 29 - Service Road 'A', said southeasterly dedication line being further defined on the aforementioned State Roads Commission of Maryland's plats numbered 38998 and 37799 (revised 5/7/69) running thence and binding thereon the following six (6) courses and distances viz.: S 05° 57' 44" W 550.0 feet, thence S 05° 44' 12" W 179.53 feet, thence S 14° 57' 37" W 115.56 feet, thence S 13° 18' 21" W 68.34 feet, thence S 24° 27' 22" W 86.89 feet, thence S 28° 01' 59" W 206.66 feet to intersect a line of division previously established as the southeasterly right of way line of U. S. Rte. 29 - Service Road 'A', said southeasterly right of way line being further defined on the aforementioned State Roads Commission of Maryland's plats numbered 37799 (revised 5/7/69), 38999, 39000, and 37721 (revised 4/29/69), running thence and binding thereon the following thirty-seven (37) courses and distances, viz.: S 35° 48' 20" W 73.63 feet, thence S 18° 59' 19" W 13.28 feet, thence S 62° 19' 49" W 27.44 feet, thence S 37° 58' 09" W 300.0 feet, thence S 21° 16' 12" W 52.20 feet, thence S 21° 16' 12" W 52.20 feet, thence S 49° 16' 45" W 50.99 feet, thence S 59° 46' 14" W 26.93 feet, thence S 59° 46' 14" W 26.93 feet, thence S 37° 58' 09" W 300.0 feet, thence S 27° 45' 55" W 50.80 feet, thence S 24° 48' 24" W 25.71 feet, thence S 26° 39' 33" W 25.50 feet, thence S 33° 28' 28" W 63.80 feet, thence S 52° 12' 59" W 86.21 feet, thence by a curve to the left having a radius of 924.93 feet for a distance of 339.0 feet, said curve being subtended by a chord bearing S 22° 17' 06" W for a chord distance of 337.11 feet, thence S 03° 12' 07" W 48.64 feet, thence S 03° 16' 42" W 24.11 feet, thence S 03° 48' 54" W 20.18 feet, thence S 02° 30' 16" W 92.76 feet, thence S 00° 13' 04" W 207.20 feet, thence S 11° 31' 40" W 25.50 feet, thence S11° 31' 40" W 25.50 feet, thence S 00° 13' 04" W 550.0 feet, thence S 11° 05' 32" E 50.99 feet, thence S 05° 29' 34" E 50.25 feet, thence S 05° 29' 34" E 50.25 feet, thence S 00° 13' 04" W 100.0 feet, thence S 05° 29' 34" E 50.25 feet, thence S 00° 13' 04" W 58.0 feet, thence S 00° 13' 04" W 16.24 feet,

thence S 26° 39' 12" W 4.52 feet, thence S 08° 41' 32" W 23.87 feet, thence S 18° 15' 26" W 54.78 feet, thence S 16° 23' 24" W 52.94 feet, thence by a curve to the right having a radius of 702.82 feet for a distance of 104.46 feet, said curve being subtended by a chord bearing S 15° 11' 03" W for a chord distance of 104.36 feet, thence S 53° 58' 45" E 34.56 feet to intersect the aforementioned northwesterly right of way line and right of way line of through highway (U.S. Rte. 29 - Ramp 'A'), running thence and binding thereon the following three (3) courses and distances, viz.: by a curve to the right having a radius of 1045.92 feet for a distance of 91.27 feet, said curve being subtended by a chord bearing S 35° 44' 28" W for a chord distance of 91.24 feet, thence S 31° 46' 37" W 140.68 feet, thence by a curve to the right having a radius of 1070.92 feet for a distance of 12.01 feet, said curve being subtended by a chord bearing S 45° 59' 40" W for a chord distance of 12.0 feet to the place of beginning.

CONTAINING: 7.59 acres plus or minus, and being more further designated on the State Highway Administration-State Roads Commission of Maryland's plat numbered 45825, 45826 and 45827, attached hereto and made a part hereof.

BEING PART OF THE BED of Martin Road.

BEING PART OF THE LAND which by deed recorded January 21, 1972, among the Land Records of Howard County in Liber C.M.P. No. 582 Folio 356, was conveyed by the Howard Research and Development Corporation to the State of Maryland, to the use of the State Roads Commission of Maryland.

BEING PART OF THE LAND which by deed recorded January 21, 1972, among the Land Records of Howard County in Liber C.M.P. No. 582 Folio 360, was conveyed by the Howard Research and Development Corporation to the State of Maryland, to the use of the State Roads Commission of Maryland.

BEING PART OF THE LAND which by deed recorded January 21, 1972, among the Land Records of Howard County in Liber C.M.P. No. 582 Folio 352 was conveyed by the Howard Research and Development Corporation to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING PART OF THE LAND which by deed recorded April 30, 1970, among the Land Records of Howard County in Liber C.M.P. No. 531 Folio 55, was conveyed by Elmer D. Snook and Anna E. Snook, his wife, to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING PART OF THE LAND which by deed recorded August 17, 1970, among the Land Records of Howard County in Liber C.M.P. No. 538 Folio 529 was conveyed by Chesapeake Conference Association of Seventh Day Adventists to the State of Maryland to the use of the State Roads Commission of Maryland.

BEING PART OF THE LAND which by deed recorded August 16, 1973, among the Land Records of Howard County in Liber C.M.P. No. 649 Folio 381 was conveyed by Edwina S.Dike, widow, to the State of Maryland to the use of the State Highway Administration of the Department of Transportation.

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 45825, 45826 and 45827, attached hereto and made a part hereof.

THE GRANTORS HEREBY FURTHER CONVEY all right, title and interest in and to the limits of Perpetual Easement for Outlet Ditch 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 45825, 45826, and 45827, attached hereto and made a part hereof.

THE GRANTORS HEREBY FURTHER CONVEY all right, title and interest in and to the Drainage Provisions of the State Highway Administration-State Roads Commission of Maryland as shown on the State Highway Administration-State Roads Commission of Maryland's plats numbered 45825, 45826 and 45827, attached hereto and made a part hereof.

THE ABOVE DESCRIBED PARCEL OF LAND BEING subject to the Denial of Access Provisions of the State Highway Administration-State Roads Commission of Maryland as shown on the State Highway Administration-State Roads Commission of Maryland's plat numbered 45827, 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 hereunto

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 and at 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 "THROUGH OUT 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.

SUBJECT TO and excepting from the operation and effect of this deed any and all existing rights now held or used by any public 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 thereto 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.

Howard 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 those 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:

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

..... (SEAL)
Comptroller of Maryland

..... (SEAL)
Treasurer of Maryland

WITNESS:--

.....
Secretary

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND, ~~CITY~~ 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 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

.....
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

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

WITNESS MY HAND AND NOTARIAL SEAL.

...TARY SEAL

.....
Notary Public

...Commission expires .....

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
FRIDAY, FEBRUARY 25, 1977
* * *

Administrator Evans executed the following deeds dated February 25, 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 grantees named, the parcels of land as indicated and as more fully described in the deeds:

Grantee	Conveyance	In Accordance With
Henry T. Hartman * NOT PART of ANY System	4.89± acres of land in Howard County, being portion of former properties of Pedro Del Valle, Item 42436; Martin Neubauer, Item 52324, Contract HO-307-009-723	Approved sale of excess land at bid of $12,200; initial deposit of $1,000 as requested by bid form on file in Cashier's office.
Berman Enterprises * NOT PART of ANY System	0.030± acre of land in Howard and Prince George's Counties, being portion of former Hope Hatter property, Item 12921, Contract HO-202-002-315:P-461-002-315	Approved sale of excess land at bid of $1,650; initial deposit of $150 as requested by bid form on file in Cashier's office.
Carroll D. Porter and Mary R., wife NOT PART of ANY System	0.633± acre of land in Calvert County, being portion of Old Right of Way of Former Md. Rte. 261, Contract C-312-003-571	Option, Item 68893 Contract C-312-003-571

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. C. W. Reese
Mr. J. B. Saunders
Mr. R. S. Bennett
Mr. R. C. Pazourek
Mr. E. J. Trexler
Mr. T. L. Cloonan ✓
Mr. C. E. Raith
Mr. M. S. Caltrider
Mr. A. L. Gardner
Mr. A. M. Schwalier
Mr. R. E. Guest
Bd. of Public Works of Md.
Secretary's File (3)
Contract File (3)

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
WEDNESDAY, DECEMBER 13, 1972

* * *

Acting Administrator O'Donnell executed the following deeds dated December 13, 1972, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deeds:

Grantee	Conveyance	In Accordance With
State of Maryland to the use of the Department of Natural Resources	4.52± acres of land in Calvert County, being portion of former Hamilton Farran property, Item 38491, Contract C-226-3-520	Request of grantee, subject to reverter clause included therein.
Development Enterprises, Incorporated	0.75± acre of land in Howard County, being part of the old roadbed of existing Md. 144; and 0.36± acre of land, being portion of former property of Heber S. Summers, et ux, Item 17063, Contract No-234-3-315	Option, Item 63061, Contract No-305-16-723
State of Maryland to the use of the Department of Natural Resources	87.81± acres of land in Washington County, being portion of former properties of Earl C. Ridenour, Item 55156; Lucinda B. Tracy, Item 55158; Milo L. Blickenstaff, Item 55161; and Gladys C. Costolo, Item 55162, Contract W-463-93-642	Request of grantee, subject to reverter clause included therein.

Not Carried In Present Systems

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

September 4, 1969

Mr. Herman S. O'Neill, Director
Department of Public Works of Howard County
3450 Court House Drive
Ellicott City, Maryland 21043

Dear Mr. O'Neill:

Re: Road Improvement Reports

In reply to your letter of September 3, 1969 we would advise it is too late to include the mileage of the streets within Columbia to participate in the distribution of Highway Users Funds for the present fiscal year.

By Legislative Act, transfer of roads to the various counties in order to participate, must be made prior to December 1 of the year preceding the beginning of the fiscal year. In addition, we are advised by our Accounting Division that no revision to the present mileage can be made for distribution during the current fiscal year.

Very truly yours,

Geo. W. Cassell, Chief
Bureau of Highway Statistics
Division of Planning

GWC:fcy

Clyde
See me
Bell

Department of Public Works of Howard County

3450 Court House Drive
Ellicott City, Maryland 21043
465-5000 Ext. 204

Herman S. O'Neill
Director

September 3, 1969

State of Maryland
State Roads Commission
300 West Preston Street
Baltimore, Maryland 21201

Attention: Mr. George W. Cassell, Chief
Buraau of Highway Statistics
Division of Planning

Dear Mr. Cassell:

Reference your letter of January 10, 1969, and the road report sent to you on December 31, 1968, be advised that at that time I called Mr. Hyatt and we discussed tha roads that were to be accepted into the road system in the new city of Columbia. The road notice was published in the local paper on October 3, 1968, and the County Commissioners accepted the roads after an agreement was executed and recorded in the Land Records of Howard County. This was done on January 23, 1969, and Mr. E. Holmes Hawkins, Clerk to the County Commissioners was to have sent you a letter confirming the same. Since Howard County changed from the former County Commissioner government to the Charter Government, and Mr. Hawkins left shortly after that time, he did not send the letter of confirmation.

We are very sorry that this happened since we would like to be credited with the roads. Enclosed is a list of tha roads that were deeded to the county and recorded among the Land Records.

We would appreciate any help that you may give us to credit Howard County for these roads.

Very truly yours,

DEPARTMENT OF PUBLIC WORKS

Herman S O'Neill
Herman S. O'Neill,
Director

HSO'N:fk

ROAD NOTICE

Notice is hereby given that the undersigned will petition the County Commissioners of Howard County at a meeting to be held on October 29, 1968, at 1:30 o'clock P.M., for the opening as public roads the following:

Blue Heron Lane, Catterskill Court, Cullen Terrace, Evening Wind Court, Gary Owl Garth, Green Mountain Circle, Midsummer Lane, Morning Wind Lane, New Moon Place, Painted Cup, Rain Dream Hill, Rivulet Row, Waterfowl Terrace, Wild Turkey Lane, Twin Rivers Road, and William Tell Lane situated within Columbia, Village of Wilde Lake Subdivision, Section 1, Bryant Woods, as shown on Sheets 1 through 7 inclusive, Recorded at Plat Book 12, Folios 46 through 52 inclusive.

Twin Rivers Road, Lynx Lane, and Cross Fox Lane situated within Columbia, Village of Wilde Lake Subdivision, Section 4, Village Center, as shown on Sheet 1, Recorded at Plat Book 12, Folio 43.

Twin Rivers Road, Faulkner Ridge Circle, Marble Faun Lane, August Light, Big Woods Court, Fable Row, Spotted Horse Lane, and Green Bough Court situated within Columbia, Village of Wilde Lake Subdivision, Section 5, Faulkner Ridge, shown on Sheets, 1,2, and 3 inclusive, Recorded at Plat Book 12, Folios 54, 55, and 56.

Eliot's Oak Road situated within Columbia, Village of Harper's Choice Subdivision, Section 1, Eliot's Oak Road, as shown on Sheet 1, Recorded at Plat Book 12, Folio 85.

Eliot's Oak Road, Even Star Place, Endymion Lane, Celestial Way, and Evangeline Way situated within Columbia, Village of Harper's Choice Subdivision, Section 1, Longfellow, Area 1, as shown on Sheets 1 through 5 inclusive, Recorded at Plat Book 12, Folios 86 through 90 inclusive.

Hesperus Drive, Harvest Moon Lane, Killingworth Way, Iron Pen Place, Mad River Lane, and Light House Court situated within Columbia, Village of Harper's Choice, Section 1, Longfellow, Area 2, shown on Sheets 1 through 10 inclusive, Recorded at Plat Book 12, Folois 91 through 100 inclusive.

Open Window, Hesperus Drive, Paul Revere Ride, Windmill Lane, Gerfalcon Road, Castle Moor Drive, Phantom Court, Driftwood Court, and Rondel Place situated within Columbia, Village of Harper's Choice, Section 1, Longfellow, Area 3, shown on Sheets 1 through 9 inclusive, Recorded at Plat Book 13, Folios 1 through 9 inclusive.

Beatrice Way, Eliot's Oak Road, Round Tower Place, Hesperus Drive, April Day Garth, Three Kings Lane, Summer Day Lane, Swansfield Place, Blacksmith Drive, Broken Oak Lane situated within Columbia, Village of Harper's Choice, Section 1, Longfellow, Area 4, shown on Sheets 1 through 11 inclusive, Recorded at Plat Book 13, Folios 28 through 38 inclusive.

Little Patuxent Parkway, Governor Warfield Parkway, Twin Rivers Road, and Wincopin Circle situated within Columbia, Town Center Subdivision, Section 1, as shown on Sheets 1 through 5 inclusive, Recorded at Plat Book 12, Folios 60 through 64 inclusive.

OCT 7 1968

OFFICE OF

THE Ellicott City TIMES

ELLICOTT CITY, MD., October 10 1968

THIS IS TO CERTIFY, that the annexed advertisement of

ROAD NOTICE - OPENING PUBLIC ROADS

was inserted in THE ELLICOTT CITY TIMES, a weekly newspaper printed and published in Howard County, Maryland, once a week for two successive weeks before the 29th day of October 1968, that is to say the same was inserted in the issues of Sept. 26 & Oct. 3-10, 1968

STROMBERG PUBLICATIONS, Inc.

Publisher.

By C. Curran

Little Patuxent Parkway situated within Columbia, Village of Wilde Lake Subdivision, Little Patuxent Parkway, as shown on Sheet 1, Recorded at Plat Book 13, Folio 39.

Twin Rivers Road and Cross Fox Lane situated within Columbia, Village of Wilde Lake Subdivision, Part of Twin Rivers Road and Cross Fox Lane, as shown on Sheet 1, Recorded at Plat Book 12, Folio 80.

Governor Warfield Parkway, Little Patuxent Parkway, Windstream Drive situated within Columbia, Village of Wilde Lake Subdivision, Section 3, Wilde Lake and Portofino, as shown on Sheets 1 through 3 inclusive, Recorded at Plat Book 12, Folios 39, 40 and 41.

May Wind Court situated within Columbia, Village of Wilde Lake Subdivision, Section 7, Area 1, Beechen Hills, as shown on Sheets 1 and 2, Recorded at Plat Book 12. 72 and 73.

Red Branch Road situated within Columbia, Oakland Ridge Industrial Park, Section 1, as shown on Sheet 1, Recorded at Plat Book 12, Folio 65.

Hyla Brook Road, Pasture Gate Lane, Spring Pools Lane, Goodbody Court, The Mending Wall, Wild Flower Terrace, West Running Brook Road, situated within Columbia, Village of Wilde Lake Subdivision, Section 2, The Birches, shown on sheets 1 and 2 inclusive, Recorded at Plat Book 12, Folios 44 and 45.

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION
By: Richard L. Anderson, Treasurer

Sept. 26-Oct. 3-10 (45)

This Deed, Made this day of

in the year one thousand nine hundred and , by and between

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland Corporation

of Howard County in the State of Maryland, of the first part, and THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, a body corporate and politic, of the State of Maryland, of the second part.

Whereas the party of the first part has petitioned THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, a body corporate and politic, to open as a public road the land lying between the boundaries of the road hereinafter described.

Whereas THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY did — after public hearing, and due publication of notice thereof, on the day of , 19 , pass a resolution that the hereinafter described roads be opened as public roads:

Whereas the party of the first part has agreed to convey to THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY in fee simple the title to the said roads, streets, avenues and drives.

Now Therefore Witnesseth, that in consideration of the sum of

the said HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland Corporation

hereby
does/ grant and convey unto the said THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, a body corporate and politic, its successors and assigns, in fee simple, all those parcels of ground, situate, lying and being in the Fifth Election District of Howard County, Maryland ~~aforesaid, and described as follows, that is to say:~~ and being the beds of those certain streets, roads and highways described, delineated and contained on each of the hereafter identified 14 ~~Beginning for the~~ separate descriptions with all of the provisions hereto to apply equally to each of the aforesaid separate descriptions:

1. Blue Heron Lane, Catterskill Court, Cullen Terrace, Evening Wind Court, Gray Owl Garth, Green Mountain Circle, Midsummer Lane, Morning Wind Lane, New Moon Place, Painted Cup, Rain Dream Hill, Rivulet Row, Waterfowl Terrace, Wild Turkey Lane, Twin Rivers Road and William Tell Lane as shown on Sheets 1 through 7 inclusive, of the Village of Wilde Lake Subdivision, Section 1, Bryant Woods, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folios 46 through 52 inclusive, and
2. Governor Warfield Parkway, Little Patuxent Parkway, and Windstream Drive as shown on Sheets 1 through 3 inclusive, of the Village of Wilde Lake Subdivision, Section 3, Wilde Lake and Portofino, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folios 39, 40 and 41, and
3. Twin Rivers Road, Lynx Lane, and Cross Fox Lane as shown on Sheet 1, of the Village of Wilde Lake subdivision, Section 4, Village Center, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folio 43, and
4. Twin Rivers Road, Faulkner Ridge Circle, Marble Faun Lane, August Light, Big Woods Court, Fable Row, Spotted Horse Lane, and Green Bough Court as shown on Sheets 1, 2, and 3 inclusive, of the Village of Wilde Lake subdivision, Section 5, Faulkner Ridge, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folios 54, 55, and 56, and
5. Twin Rivers Road and Cross Fox Lane as shown on Sheet 1, of the Village of Wilde Lake subdivision, Part of Twin Rivers Road and Cross Fox Lane, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folio 80, and
6. The Little Patuxent Parkway as shown on Sheet 1, of the Village of Wilde Lake subdivision, Little Patuxent Parkway, as recorded in the Land Records of Howard County, Maryland at Plat Book 13, Folio 39, and

7. Eliot's Oak Road as shown on Sheet 1, of the Village of Harper's Choice subdivision, Section 1, Eliot's Oak Road, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folio 85, and

8. Eliot's Oak Road, Even Star Place, Endymion Lane, Celestrial Way, and Evangeline Way as shown on Sheet 1 through 5 inclusive, of the Village of Harper's Choice subdivision, Section 1, Longfellow, Area 1, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folios 86 through 90 inclusive, and

9. Hesperus Drive, Harvest Moon Lane, Killingworth Way, Iron Pen Place, Mad River Lane, and Light House Court as shown on Sheets 1 through 10 inclusive, of the Village of Harper's Choice subdivision, Section 1, Longfellow, Area 2, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folios 91 through 100 inclusive, and

10. Open Window, Hesperus Drive, Paul Revere Ride, Windmill Lane, Gerfalcon Road, Castle Moor Drive, Phantom Court, Driftwood Court, and Rondel Place as shown on Sheets 1 through 9 inclusive, of the Village of Harper's Choice subdivision, Section 1, Longfellow, Area 3, as recorded in the Land Records of Howard County, Maryland at Plat Book 13, Folios 1 through 9 inclusive, and

11. Harpers Farm Road between stations 65 + 50 and 84+23.89 as shown on the approved road plans, as shown on Sheet 1 through 4 of the Village of Harper's Choice subdivision, as recorded in the Land Records of Howard County, Maryland at Plat Book 15, Folios 22, 23, 24, and 25.

12. Beatrice Way, Eliot's Oak Road, Round Tower Place, Hesperus Drive, April Day Garth, Three Kings Lane, Summer Day Lane, Swansfield Place, Blacksmith Drive, Broken Oak Lane as shown on Sheets 1 through 11 inclusive, of the Village of Harper's Choice subdivision, Section 1, Longfellow, Area 4, as recorded in the Land Records of Howard County, Maryland at Plat Book 13, Folios 28 through 38 inclusive, and

13. May Wind Court as shown on Sheets 1 and 2, of the Village of Wilde Lake subdivision, Section 7, Area 1, Beechen Hills, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folios 72 and 73 and 77 and 78 inclusive, and

14. The Little Patuxent Parkway between stations 30 + 00 and 73 + 00 as shown on the approved road plans, the Governor Warfield Parkway, Twin Rivers Road, and Wincopin Circle as shown on Sheets 1 through 5 inclusive, of the Town Center subdivision, Section 1, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folios 60 through 64 inclusive, and

15. Hyla Brook Road, Pasture Gate Lane, Spring Pools Lane, Goodbody Court, The Mending Wall, Wild Flower Terrace, West Running Brook Road as shown on Sheets 1 and 2 inclusive, of the Village of Wilde Lake subdivision, Section 2, The Birches, as recorded in the Land Records of Howard County, Maryland at Plat Book 12, Folios 44 and 45.

Reserving to the Grantor, its successors and assigns, the right to construct an overpass or overpasses over the Little Patuxent Parkway and/or Governor Warfield Parkway as such roads are shown on those certain subdivision plats entitled "Towncenter Subdivision Section 1" and recorded in the Land Records of Howard County, Maryland, in Plat Book 12 at Page 60-64, provided however, that the location of such overpasses shall be subject to approval by the Grantee, its successors or assigns, which approval shall not be unreasonably withheld.

The height of any such overpass and the standards for construction thereof shall conform to all applicable governmental records, statutes, ordinances, and regulations.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining. and subject to easements, restrictions and rights of way of public record, including easements for water, sewer, telephone, television antenna cables and storm drainage.

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, a body corporate and politic, its successors and assigns, in fee simple.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and that it will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

TEST:

David W. Warner

Richard L. Anderson (SEAL)

Richard L. Anderson, Vice President

(SEAL)

STATE OF MARYLAND, County of Howard, **to wit:**

I HEREBY CERTIFY, That on this 22 day of January, in the year one thousand nine hundred and sixty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Richard L. Anderson, Vice President of the Howard Research & Development Corporation, the above named grantor, and acknowledged the foregoing Deed to be his act.

As Witness my hand and Notarial Seal.

COLLEEN RUSSELL NOTARY PUBLIC BALTIMORE CO., MD.

Colleen Russell *Notary Public.*

My commission expires July 1, 1969.

Approved for Legal Sufficiency and Form

23 day of January 1969

County Attorney.

JAN 23 1969

Received for record at 3:42 o'clock P.M. and examined per

, Clerk

LIBER 503 PAGE 215

3839

DEED

FROM

THE HOWARD RESEARCH AND

DEVELOPMENT CORPORATION

TO

THE BOARD OF COUNTY
COMMISSIONERS OF
HOWARD COUNTY

BLOCK No. .....

Received for Record, JAN 2 ..., 19 8 ...,
at 3:42 o'clock P M. Same day recorded
in Liber ..... No. 503 Folio 213 &c.,
one of the Land Records of
Howard Co., and examined per
C. Merritt Lockey, Clerk.
Cost of Record, $ 9.50

THE DAILY RECORD CO., BALTIMORE 3, MD.

ROUSE LEGAL DEPARTMENT
Approved by BCP

3538

DEED

FROM

THE HOWARD RESEARCH AND

DEVELOPMENT CORPORATION

TO

THE BOARD OF COUNTY
COMMISSIONERS OF
HOWARD COUNTY

Block No. .....

Received for record, JAN 23 19..,

at 3:4.. o'clock P M. Same day recorded

in Liber No. ..... Folio ..... &c.,

one of the Land Records of .....

Howard Co.

..... and examined per

..... Clerk.

Cost of Record, $ 7.00

RECORD CO., BALTIMORE

ROUSE LEGAL DEPARTMENT

Approved by .....

This Deed, Made this day of

in the year one thousand nine hundred and SIXTY -NINE , by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland Corporation

of Howard County in the State of Maryland, of the first part, and THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, a body corporate and politic, of the State of Maryland, of the second part.

Whereas the party of the first part has petitioned THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, a body corporate and politic, to open as a public road the land lying between the boundaries of the road hereinafter described.

Whereas THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY did — after public hearing, and due publication of notice thereof, on the day of , 19 , pass a resolution that the hereinafter described roads be opened as public roads:

Whereas the party of the first part has agreed to convey to THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY in fee simple the title to the said roads, streets, avenues and drives.

Now Therefore Witnesseth, that in consideration of the sum of

the said THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland Corporation

hereby
does/ grant and convey unto the said THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, a body corporate and politic, its successors and assigns, in fee simple, all those parcels Maryland of ground, situate, lying and being in the Second Election District of Howard County, aforesaid, ~~and described as follows, that is to say~~ and being the beds of those certain streets, roads and highways described, delineated and contained herein with all of the provisions hereto ~~herein for the~~ to apply to the aforesaid separate description:

Constituting the beds of certain roads known as Red Branch Road situate within Columbia, Oakland Ridge Industrial Park, Section 1, as shown on Sheet 1, recorded at Plat Book 12, Folio 65.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining, and subject to easements, restrictions and rights of way of public record, including easements for water, sewer, telephone, television antenna cables and storm drainage.

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, a body corporate and politic, its successors and assigns, in fee simple.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and that it will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

TEST:

David W. Warner

Richard L. Anderson (SEAL)

Richard L. Anderson, Vice President

(SEAL)

STATE OF MARYLAND, County of Howard, **to wit:**

I HEREBY CERTIFY, That on this 22 day of January, in the year one thousand nine hundred and sixty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Richard L. Anderson, Vice President for The Howard Research and Development Corporation the above named grantor, and he acknowledged the foregoing Deed to be his act.

As Witness my hand and Notarial Seal.

COLLEEN RUSSELL NOTARY PUBLIC BALTIMORE CO., MD.

Colleen Russell *Notary Public.*

Approved for Legal Sufficiency and Form

My commission expires: July 1, 1969.

24 day of January 1969

County Attorney.

JAN 23 1969

Received for record _____ at _____ o'clock ___ M. Same day recorded and examined per _____, Clerk

LIBER 521 PAGE 734

THIS DEED, Made this 5th day of November,

in the year one thousand nine hundred and sixty-nine , by and between

The Chamberlea Company, a body corporate,
of Howard County, in the State of Maryland, of the first part
and Howard County, Maryland, a body corporate and politic, of the State of Maryland,
of the second part.

WHEREAS the party of the first part has petitioned Howard County, Maryland, a body corporate and politic, to open as a public roadsthe land lying between the boundaries of the road hereinafter described.

WHEREAS Howard County, Maryland (Board of Public Works) did--after public hearing, and due publication of notice thereof, on the 4th day of November, 1969 , pass a resolution that the hereinafter described roads be opened as public roads: Green Clover Drive, Spruce Way, Dolliter Court, Pine Bough Court, Green Clover Court, Caberry Road and Karenlee Court.

WHEREAS the party of the first part has agreed to convey to Howard County, Maryland in fee simple the title to the said roads, streets, avenues and drives.

NOW THEREFORE WITNESSETH, that in consideration of the sum of Five Dollars ($5.00), and other valuable considerations,

the said The Chamberlea Company, a body corporate as aforesaid,

does grant and convey unto the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, all that land, situate ~~of ground, situate, lying and being in , aforesaid, and described as follows, that is to say:~~

~~Beginning for the~~
and lying in the Second Election District of Howard County, described as Green Clover Drive, Spruce Way, Dolliter Court, Pine Bough Court, Green Clover Court, Caberry Road and Karenlee Court, all as shown and designated on the plats of Section I, I-A, and II of "ALLENFORD", which said plats are recorded in the office of the Clerk of the Circuit Court for Howard County in Plat Book No. 12, folio 36, Plat Book No. 12, folio 68, and Plat Book No. 13, folio 18.

11858

Rec'd to Abst & Title, by 12-8-69

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said ~~lots of ground~~ land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that ~~they~~ it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it ~~they~~ will warrant specially the property granted and that it ~~they~~ will execute such further assurances of the same as may be requisite.

WITNESS the signature of Douglas C. Lichliter, President of The Chamberle Company and its corporate seal affixed, the day and year first above written.

~~WITNESS the hand and seal of said grantor~~

THE CHAMBERLEA COMPANY

TEST:

Ann Cross

By: Douglas C Lichliter (~~SEAL~~)
Douglas C. Lichliter,
President.

(SEAL)

STATE OF MARYLAND, HOWARD COUNTY , TO WIT:

I HEREBY CERTIFY, That on this 5th day of November, in the year one thousand nine hundred and sixty-nine , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Douglas C. Lichliter, President of The Chamberlea Company,

the above named grantor , and acknowledged the foregoing Deed to be its ~~act~~ corporate act.

AS WITNESS my hand and Notarial Seal.

Ann Cross
Notary Public

Approved for Legal Sufficiency and Form
13th day of November, 1969

Robert Weisler
County Attorney.

Received for record NOV 14 1969 at 11:54 o'clock A.M. Same day recorded and examined per _____, Clerk

LIBER 521 PAGE 735

THIS DEED, Made this 17th day of November 522 - 114

in the year one thousand nine hundred and sixty-nine, by and between THE JAMES P. RYAN COMPANY, a body corporate of the State of Maryland, of Howard County, in the State of Maryland, of the first part and Howard County, Maryland, a body corporate and politic, of the State of Maryland of the second part.

WHEREAS the party of the first part has petitioned Howard County, Maryland, a body corporate and politic, to open as a public road the land lying between the boundaries of the road hereinafter described.

WHEREAS Howard County, Maryland (Board of Public Works) did--after public hearing, and due publication of notice thereof, on the 18th day of November 1969, pass a resolution that the hereinafter described roads be opened as public roads:

WHEREAS the party of the first part has agreed to convey to Howard County, Maryland in fee simple the title to the said roads, streets, avenues and drives.

NOW THEREFORE WITNESSETH, that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said The James P. Ryan Company, a body corporate,

does grant and convey unto the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, all those lots or parcels of ground, situate, lying and being in Howard County, Maryland, aforesaid, and described as follows, that is to say:--

1) All of that lot or parcel of land in the Fifth Election District of Howard County, Maryland, encompassed within the right-of-way lines of a certain street or road known and identified as "Tolling Clock Way" as shown upon that certain plat titled "Columbia, Resubdivision of Lot No. 95, Village of Wilde Lake, Faulkner Ridge, Section 5, Sheet 2 of 2" said plat having been recorded among the Land Records of Howard County, Maryland in Plat Book 15, folio 39, consisting of approximately .799 acres; and

2) All of that lot or parcel of land in the Fifth Election District of Howard County, Maryland, encompassed within the right-of-way lines of those certain streets or roads known and identified as "Jason Lane" and "Jason Court" as shown upon that certain plat titled "Columbia, Resubdivision of Lot No. 95, Village of Wilde Lake, Faulkner Ridge, Section 5, Sheet 1 of 2" said plat having been recorded among the Land Records of Howard County, Maryland in Plat Book 15, folio 38, saving and excepting therefrom, however, that certain parcel lying and being within the aforesaid right-of-way lines of "Jason Lane" which has been constructed as an "island" or "turn-around" therein and which is more particularly described as:

BEGINNING for the same at a point in the road right-of-way of Jason Lane, as laid out on the plat entitled "Columbia, Resubdivision of Lot No. 94, Village of Wilde Lake, Faulkner Ridge, Section 5" dated July 10, 1968 and recorded among the Land Records of Howard County, Maryland

in Plat Book 15 at folio 38, said point of beginning being South 45° 31' 52" West 39.50 feet from point designated 32 having co-ordinate values of North 505805.83 and East 834509.51 as shown on the aforesaid plat and running thence the seven (7) following courses and distances viz.:

(1) 13.00 feet along the arc of a curve to the left having a radius of 5 feet and a long chord bearing of South 60° 51' 52" West 9.64 feet to a point, thence

(2) South 13° 38' 08" East 45.17 feet to a point, thence

(3) 8.99 feet along the arc of a curve to the right having a radius of 5 feet and a long chord bearing of South 65° 08' 08" East 7.83 feet to a point, thence

(4) North 63° 21' 52" East 27.48 feet to a point, thence

(5) 10.22 feet along the arc of a curve to the left having a radius of 5 feet and a long chord of North 04° 49' 30" East 8.53 feet to a point, thence

(6) 35.57 feet along the arc of a curve to the right having a radius of 224.50 feet and a long chord of North 49° 10' 30" West 35.54 feet to a point, thence

(7) North 44° 38' 08" West 11.00 feet to the point of beginning. Containing 0.0286 acres of land more or less; the said parcel conveyed herein consisting of approximately .8874 acres.

BOTH of said parcels being part of the land which by deed dated August 1, 1968 and recorded among the Land Records of Howard County, Maryland in Liber 493 at folio 85 was granted and conveyed by The Howard Research and Development Corporation to the James P.Ryan Company.

and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that it ~~he~~ has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it ~~he~~ will warrant specially the property granted and that it ~~he~~ will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor.

THE JAMES P. RYAN COMPANY

TEST:

William R. Deven Jr.
Asst Secretary
William R. Deven, Jr.

By: James P. Ryan (SEAL)
James P. Ryan President

(SEAL)

STATE OF MARYLAND, County of Howard, TO WIT:

I HEREBY CERTIFY, That on this 17th day of November in the year one thousand nine hundred and sixty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for County aforesaid, personally appeared James P. Ryan President of The James P. Ryan Company, the above named grantor, and he acknowledged the foregoing Deed to be the act. of said body corporate.

AS WITNESS my hand and Notarial Seal.

Betty Anne Merica
Notary Public Betty Anne Merica
My Commission Expires July 1, 1974

Approved for Legal Sufficiency and Form
15th day of November, 1969
Robert Weeks
~~County Attorney.~~

Received for record NOV 19 1969 at 11:39 o'clock A M. Same day recorded and examined per _____, Clerk

THIS DEED, Made this 18th day of November----------

in the year one thousand nine hundred and sixty-nine, by and between ZENITH CONTRACTORS, INC.---------- of Howard County---------- in the State of Maryland, of the first part and Howard County, Maryland, a body corporate and politic, of the State of Maryland, of the second part.

WHEREAS the party of the first part has petitioned Howard County, Maryland, a body corporate and politic, to open as a public road the land lying between the boundaries of the road hereinafter described.

WHEREAS Howard County, Maryland (Board of Public Works) did--after public hearing, and due publication of notice thereof, on the 18th day of November 1969, pass a resolution that the hereinafter described roads be opened as public roads:

WHEREAS the party of the first part has agreed to convey to Howard County, Maryland in fee simple the title to the said roads, streets, avenues and drives.

NOW THEREFORE WITNESSETH, that in consideration of the sum of Five Dollars

the said Zenith Contractors, Inc.

does grant and convey unto the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, all those pieces of ground, situate, lying and being in the Second Election District of Howard County aforesaid, and described as follows, that is to say:--

~~Beginning for the~~

1. Cypressmede Drive, Hickory Mede Drive and Hickory Mede Court, each 50 feet wide and as shown on a Plat of Valley Mede, Section 7, recorded among the Land Records of Howard County in Plat Book 12, folio 67;

2. Cypressmede Drive and Ebbwood Drive, each 50 feet wide as shown on a Plat of Bethwood, Section 2, recorded among the Land Records of Howard County in Plat Book 13, folio 56;

3. Cypressmede Drive and Fawnwood Drive, each 50 feet wide and as shown on a Plat of Bethwood, Section 3, recorded among the Land Records of Howard County in Plat Book 17, folio 12.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenant that ~~he~~ it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted and that ~~he~~ it will execute such further assurances of the same as may be requisite.

WITNESS ~~the hand and seal of said grantor~~ the hand of the President of said body corporate, Grantor, and its corporate seal attached.

TEST:

Minnie W. Donaldson

ZENITH CONTRACTORS, INC.

E. L. Chapolini (SEAL)

E. L. Chapolini, President

(SEAL)

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of November=---------- in the year one thousand nine hundred and sixty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for County aforesaid, personally appeared E. L. Chapolini, President of Zenith Contractors, Inc.

the above named grantor, and he acknowledged the foregoing Deed to be the act. of that body corporate.

AS WITNESS my hand and Notarial Seal.

Minnie W. Donaldson

Notary Public

Approved for Legal Sufficiency and Form

18th day of November, 1969

Robert E. Wheeler

County Attorney.

Office of Law

Received for record NOV 19 1969 at 11:40 o'clock A.M. Same day recorded and examined per

_____, Clerk

THIS DEED, Made this 3rd day of November

in the year one thousand nine hundred and sixty-nine, by and between THE CHATHAM CORPORATION OF HOWARD COUNTY, a body corporate and THE DUNLOGGIN CORPORATION OF HOWARD COUNTY, a body corporate of Howard County in the State of Maryland, of the first part and Howard County, Maryland, a body corporate and politic, of the State of Maryland, of the second part.

WHEREAS the parties of the first part have petitioned Howard County, Maryland, a body corporate and politic, to open as a public roads the land lying between the boundaries of the roads hereinafter described.

WHEREAS Howard County, Maryland (Board of Public Works) did--after public hearing, and due publication of notice thereof, on the 18th day of November 1969, pass a resolution that the hereinafter described roads be opened as public roads:

WHEREAS the parties of the first part have agreed to convey to Howard County, Maryland in fee simple the title to the said roads, streets, avenues and drives.

NOW THEREFORE WITNESSETH, that in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said THE CHATHAM CORPORATION OF HOWARD COUNTY and THE DUNLOGGIN CORPORATION OF HOWARD COUNTY do grant and convey unto the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, all those parcels of ground, situate, lying and being in the Second Election District, County aforesaid, and described as follows, that is to say:--

~~Beginning for the~~

BEING known as:

Old Fence Road, about 925 feet long and 50 feet wide.
Joey Drive, about 750 feet long and 50 feet wide.
Hayfield Road, about 135 feet long and 50 feet wide.
All as laid out on a Plat of Subdivision known as Section 10, Chatham, recorded among the Land Records of Howard County in Plat Book No. 13, folio 14.

Old Fence Road, about 915 feet long and 50 feet wide.
Old Fence Court, about 525 feet long and 50 feet wide, with cul-de-sac of 100 feet diameter.
All as laid out on a Plat of Subdivision known as Section 12, Chatham, recorded among said Land Records in Plat Book No. 15, folio 42.

Spring Meadow Drive, about 1250 feet long and 50 feet wide.
Meadow Hill Road, about 950 feet long and 50 feet wide.
Chatham Road, about 330 feet long and 50 feet wide.
All as laid out on a Plat of Subdivision known as Section 1, Dunloggin II, recorded among said Land Records in Plat Book No. 13, folio 77.

Spring Meadow Drive, about 1600 feet long and 50 feet wide.
Dunloggin Road, about 200 feet long and 50 feet wide.

Spring Meadow Court, about 300 feet long and 50 feet wide, with cul-de-sac of 100 feet diameter.

Rock Meadow Drive, about 145 feet long and 50 feet wide.

All as laid out on a Plat of Subdivision known as Section 2, Dunloggin II, recorded among said Land Records in Plat Book No. 17, folio 13.

BEING part of the parcel of ground which by deed dated December 3, 1964 and recorded among the Land Records of Howard County in Liber W.H.H. No. 429, folio 102 was granted and conveyed by H. Lee Ramsburg and Lillian S. Ramsburg, his wife, and Alva S. Ramsburg, widower, to the Chatham Corporation of Howard County.

AND BEING part of the property which by deed dated March 6, 1968 and recorded among the Land Records of Howard County in Liber CMP No. 483, folio 743 was granted and conveyed by M. A. Wakefield, Jr., Inc. to The Dunloggin Corporation of Howard County.

Joey Drive, about 130 feet long and 50 feet wide, as laid out on a Plat of Subdivision known as Section 11, Chatham, recorded among the Land Records of Howard County in Plat Book No. 13, folio 58.

BEING part of the said parcel of ground which by the aforesaid Deed was granted and conveyed by H. Lee Ramsburg and Lillian S. Ramsburg, his wife, and Alva S. Ramsburg, widower, to the Chatham Corporation of Howard County.

TOGETHER with the buildings and improvements thereupon erected, made or bein and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or apperta ing unto and to the proper use and benefit of the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantors

TEST:

Kathleen A. Palulis

THE CHATHAM CORPORATION OF HOWARD COUNTY

By: _____ (SEAL)
J. Richard Awalt, President

THE DUNLOGGIN CORPORATION OF HOWARD COUNTY

By: _____ (SEAL)
J. Richard Awalt, President

STATE OF MARYLAND, HOWARD COUNTY , TO WIT:

I HEREBY CERTIFY, That on this 3rd day of November in the year one thousand nine hundred and sixty-nine , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. RICHARD AWALT, President of The Chatham Corporation of Howard County and President of The Dunloggin Corporation of Howard County,
the above named grantors , and he acknowledged the foregoing Deed to be act. of said bodies corporate.

AS WITNESS my hand and Notarial Seal.

Kathleen A. Palulis
Notary Public

Approved for Legal Sufficiency and Form
18th day of November, 1969
Robert E. Walter
County Attorney.

Office of Law

Received for record NOV 19 1969 at 11:41 o'clock A. M. Same day recorded and examined per _____, Clerk

LIBER 522 PAGE 121

THIS DEED, Made this 4th day of September

in the year one thousand nine hundred and Sixty Nine, by and between Development and Investment Corporation of Maryland, a body corporate whose office is located at Route 1, Oak Hill Drive, Sykesville, Maryland 21784 of Carroll County in the State of Maryland, of the first part and Howard County, Maryland, a body corporate and politic, of the State of Maryland, of the second part.

WHEREAS the part of the first part has petitioned Howard County, Maryland, a body corporate and politic, to open as a public road the land lying between the boundaries of the road hereinafter described.

WHEREAS Howard County, Maryland (Board of Public Works) did--after public hearing, and due publication of notice thereof, on the ~~4th~~ 18th day of ~~September~~ November 1969, pass a resolution that the hereinafter described roads be opened as public roads:

WHEREAS the part of the first part has agreed to convey to Howard County, Maryland in fee simple the title to the said roads, streets, avenues and drives.

NOW THEREFORE WITNESSETH, that in consideration of the sum of $5.00 and other valuable considerations

the said Development and Investment Corporation of Maryland

does grant and convey unto the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, all that ~~xxx~~ of ground, situate, lying and being in 2nd Election District, aforesaid, and described as follows, that is to say:-- All roads and right of ways in Section 9 in the sub division of Gwynn Acres, recorded among the land records of Howard County in Plat Book 15 Folio 51.

~~Beginning for the~~

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple.

AND the said part of the first part hereby covenant that he he not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor

TEST:

Joan Parks

(SEAL)
Development and Investment Corp. of Md.

Richard J. Mueller (SEAL)
Richard J. Mueller, President

STATE OF MARYLAND, County of Carroll, TO WIT:

I HEREBY CERTIFY, That on this 14th day of November in the year one thousand nine hundred and Sixty Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for aforesaid, personally appeared Richard J. Mueller the above named grantor, and acknowledged the foregoing Deed to be act.

AS WITNESS my hand and Notarial Seal.

Joan Parks
Notary Public

Approved for Legal Sufficiency and Form
15th day of November 1969

Robert E. Weck
County Attorney.
Office of Law

Received for rec. NOV 19 1969 at 11:42 o'clock A M. Same day recorded and examined per _____, Clerk

LIBER 522 PAGE 123

522-124

THIS DEED, Made this 19 day of November,

11927

in the year one thousand nine hundred and sixty-nine, by and between THORNBROOK BUILDING CORPORATION, a body corporate of the ~~in the~~ State of Maryland, of the first part and Howard County, Maryland, a body corporate and politic, of the State of Maryland of the second part.

WHEREAS the party of the first part has petitioned Howard County, Maryland, a body corporate and politic, to open as a public road the land lying between the boundaries of the road hereinafter described.

WHEREAS Howard County, Maryland (Board of Public Works) did--after public hearing, and due publication of notice thereof, on the 18th day of November, 1969, pass a resolution that the hereinafter described roads be opened as public roads: Postwick Road, Crestwick Road, Pinewick Road and Gatewick Road.

WHEREAS the party of the first part has agreed to convey to Howard County, Maryland in fee simple the title to the said roads, streets, avenues and drives.

NOW THEREFORE WITNESSETH, that in consideration of the sum of Five Dollars ($5.00) and other valuable considerations, the said THORNBROOK BUILDING CORPORATION, a body corporate, does grant and convey unto the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, all that ~~of~~ ground, situate, lying and being in the beds of roads designated ~~aforesaid, and described as follows, that is to say:~~

~~Beginning for the~~ Postwick Road, Crestwick Road, Pinewick Road and Gatewick Road, as shown on the final subdivision plats of Sections I, I-A, II, III, III-A, IV, and IV-A of "Bethgate", recorded in the Office of the Clerk of the Circuit Court for Howard County.

and all the buildings and improvements thereupon erected, made or bein and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and that it will execute such further assurances of the same as may be requisite.

WITNESS the signature of Douglas C. Lichliter, President of Thornbrook Building Corporation, and its corporate seal affixed hereto.

TEST:

THORNBROOK BUILDING CORPORATION

(SEAL)

By: Douglas C. Lichliter, President

(SEAL)

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of November, in the year one thousand nine hundred and sixty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for County aforesaid, personally appeared Douglas C. Lichliter, President of Thornbrook Building Corporation, a body corporate, the above named grantor, and acknowledged the foregoing Deed to be its corporate act.

AS WITNESS my hand and Notarial Seal.

Notary Public

Approved for Legal Sufficiency and Form

18th day of November 1969

County Attorney.

Office of Law

Received for record NOV 19 1969 at 11:43 o'clock A.M. Same day recorded and examined per , Clerk

LIBER 522 PAGE 125

THIS DEED, Made this 17th day of November,

in the year one thousand nine hundred and Sixty-nine, by and between Mount Hebron, Inc., a body corporate,

of Howard County, in the State of Maryland, of the first part and Howard County, Maryland, a body corporate and politic, of the State of Maryland, of the second part.

WHEREAS the party of the first part has petitioned Howard County, Maryland, a body corporate and politic, to open as a public roads the land lying between the boundaries of the road hereinafter described.

WHEREAS Howard County, Maryland (Board of Public Works) did--after public hearing, and due publication of notice thereof, on the 4th day of November, 1969, pass a resolution that the hereinafter described roads be opened as public roads: Mount Hebron Drive and Mount Hebron Court.

WHEREAS the party of the first part has agreed to convey to Howard County, Maryland in fee simple the title to the said roads, streets, avenues and drives.

NOW THEREFORE WITNESSETH, that in consideration of the sum of Five Dollars ($5.00), and other valuable considerations,

the said Mount Hebron, Inc., a body corporate as aforesaid,

does grant and convey unto the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, all that land, situate ~~of ground, situate, lying and being in , aforesaid, and described as follows, that is to say:~~

~~Beginning for the~~

and lying in the Second Election District of Howard County, and described as follows, that is to say: Mount Hebron Drive and Mount Hebron Court, as shown on the plats of Section 8, 9 and 10 of "MOUNT HEBRON", which said plats are recorded in the office of the Clerk of the Circuit Court for Howard County in Plat Book No. 10, folio 25, Plat Book No. 12, folio 28, and Plat Book No. 13, folio 78.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said ~~lot of ground~~ land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenant that it ~~he~~ has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it ~~he~~ will warrant specially the property granted and that it ~~he~~ will execute such further assurances of the same as may be requisite.

WITNESS the signature of H. Jones Baker, Jr., Vice President of Mount Hebron, Inc., and its corporate seal affixed, the day and year first written.

~~WITNESS the hand and seal of said grantor~~

MOUNT HEBRON, INC.

TEST:

Ann Cross

By: H. Jones Baker, Jr. (SEAL)
H. Jones Baker, Jr.,
Vice President

(SEAL)

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of November in the year one thousand nine hundred and sixty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Jones Baker, Jr., Vice President of Mount Hebron, Inc.,

the above named grantor, and acknowledged the foregoing Deed to be its ~~act~~ corporate act.

AS WITNESS my hand and Notarial Seal.

Ann Cross
Notary Public

Approved for Legal Sufficiency and Form
18th day of November

Robert E. Weeks
County Attorney.

Received for record NOV 21 1969 at 1:20 o'clock P.M. Same day recorded and examined per _____, Clerk

THIS DEED, Made this 18th day of November

in the year one thousand nine hundred and Sixty-nine, by and between Worthington Construction Corporation, a body corporate

of Howard County in the State of Maryland, of the first part and Howard County, Maryland, a body corporate and politic, of the State of Maryland, of the second part.

WHEREAS the party of the first part has petitioned Howard County, Maryland, a body corporate and politic, to open as a public road the land lying between the boundaries of the road hereinafter described.

WHEREAS Howard County, Maryland (Board of Public Works) did--after public hearing, and due publication of notice thereof, on the 18th day of November 19 69, pass a resolution that the hereinafter described roads be opened as public roads:

WHEREAS the party of the first part has agreed to convey to Howard County, Maryland in fee simple the title to the said roads, streets, avenues and drives.

NOW THEREFORE WITNESSETH, that in consideration of the sum of Five ($5.00) Dollars and other good and valuable consideration the receipt of which is hereby acknowledged---------- the said Worthington Construction Corporation, a body corporate

does grant and convey unto the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, all those parcels of ground, situate, lying and being in the Second Election District, aforesaid, and described as follows, that is to say:--

All that land situate and lying between the boundaries of the roads known as:

1. Roundhill Road as shown on the Plat of Section 8 of Worthington said plat recorded among the Land Records of Howard County, Maryland in Plat Book 9 folio 97.

2. Roundhill Road as shown on the Plat of Section 9 of Worthington said plat being recorded among the Land Records of Howard County, Maryland in Plat Book 10 folio 39

3. Doncaster Drive as shown on the Plat of Section 9 of Worthington said plat being recorded among the Land Records of Howard County, Maryland in Plat Book 10 folio 39.

4. Doncaster Drive as shown on the plat of Section 10 of Worthington said plat being recorded among the Land Records of Howard County, Maryland in Plat Book 10 folio 82.

5. Live Oak Court as shown on the plat of Section 10 of Worthington said plat being recorded among the Land Records of Howard County, Maryland in Plat Book 10 folio 82.

6. Hunley Drive as shown on Hunley Drive as shwon on the plat of Section 8 of Worthington said plat recorded among the Land Records of Howard County, Maryland in Plat Book 9 folio 97.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenant that ~~he~~ it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it ~~he~~ will warrant specially the property granted and that ~~he~~ it will execute such further assurances of the same as may be requisite.

WITNESS ~~the hand and~~ Corporate seal of said grantor

WORTHINGTON CONSTRUCTION CORPORATION

TEST:

Ruth M. Blucher

Ruth M. Blucher

By: Wesley Cullison (SEAL)

Wesley Cullison, Vice President

(SEAL)

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of October in the year one thousand nine hundred and Sixty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County aforesaid, personally appeared Wesley Cullison, Vice President of Worthington Construction Corporation, a body corporate of the State of Maryland

the above named grantor, and ~~he~~ acknowledged the foregoing Deed to be its corporate act.

AS WITNESS my hand and Notarial Seal.

Ruth M. Blucher

Notary Public Ruth M. Blucher

Approved for Legal Sufficiency and Form

18th day of November 1969

Robert Weeks

County Attorney.

Office of Law

Received for record NOV 21 1969 at 1:21 o'clock P.M. Same day recorded and examined per

_____, Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of November, 1969, by and between HOWARD COUNTY, MARYLAND, a municipal corporation, a body corporate and politic of the State of Maryland, and THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation.

WHEREAS, The Howard Research and Development Corporation is in the process of constructing in Howard County, Maryland, a community known as Columbia, Maryland, and

WHEREAS, The Howard Research and Development Corporation has caused to be recorded in the Land Records of Howard County, Maryland, various subdivision plats which show thereon streets and roads which are offered for public dedication, and

WHEREAS, The Howard Research and Development Corporation has constructed such streets and roads in accordance with plans and specifications previously approved by Howard County, and

WHEREAS, Howard County now desires to accept such streets and roads and to accept conveyance from The Howard Research and Development Corporation of ownership to such streets and roads, and

WHEREAS, Howard County desires to impose as a condition precedent to acceptance by Howard County of such streets and roads, execution of this Agreement by and between Board of Public Works of Howard County and The Howard Research and Development Corporation.

NOW, THEREFORE, it is understood and agreed by and between the parties hereto that acceptance of the aforementioned streets and roads in no way obligates Howard County to maintain any of the following:

1. Any and all trees, shrubbery or other landscaping planted within the rights of way of any of said streets and roads;

2. Any and all trees, shrubbery or other landscaping situated within the boundaries of any drainage easement;

3. Drainage easements outside of the rights of way of said streets and roads.

4. Wooden signs which have been installed in the rights of way of said streets and roads but which are not constructed in accordance with Howard County standards;

5. Underground storm drains which drain water into Wilde Lake and into Lake Kittamaqundi where the discharge is below the lake surface.

It is further agreed by and between the parties hereto that until such time as Howard County shall change its street lighting policy, The Howard Research and Development Corporation shall pay the cost of operation and maintenance of all street lights located within the right of way of such streets and roads as determined by the Baltimore Gas and Electric Company except for the cost of operation and maintenance of those street lights which are expressly accepted for operation and maintenance by Howard County.

It is further understood and agreed by and between the parties hereto that at the time when all construction is completed on any of the said streets and roads, The Howard Research and Development Corporation shall install sidewalks in accordance with all applicable Howard County Standards.

It is further understood and agreed by and between the parties hereto that Howard County will not be obligated to repair sidewalks, curbs and gutters within the right of way of such streets and roads which are damaged as a result

of construction activities and that all property owners, builders and contractors shall be responsible for the repair of any such damage; and that Howard County will not issue permits for the use and occupancy of abutting building improvements until the builder of such improvements has caused such sidewalks to be repaired in accordance with all applicable Howard County standards.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals below.

WITNESS:

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

By _____
WILLIAM E. FINLEY, Vice President

WITNESS:

_____

_____
XXXXXXXXXXXXXXXXX Herman S. O'Neill
DIRECTOR OF PUBLIC WORKS

WITNESS:

_____

_____
OMAR J. JONES
COUNTY EXECUTIVE OF HOWARD COUNTY

LIBER 523 PAGE 182

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY, that on this 6th day of November, 1969, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared William E. Finley, who acknowledged himself to be the Vice-President of The Howard Research and Development Corporation, a body corporate of the State of Maryland, and that he, as such Vice-President, being authorized so to do, executed the same for the purposes therein contained and in the capacity therein stated, by signing the name of the corporation by himself as Vice-President, and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Margaret L. Squires, Notary Public

MARGARET L. SQUIRES NOTARY PUBLIC HOWARD CO. MD.

My Commission Expires:
July 1, 1974

STATE OF MARYLAND, , TO WIT:

I HEREBY CERTIFY, that on this day of November, 1969, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared , who acknowledged himself to be the Exec. Vice President of the Howard County, Maryland, and that he, as such , being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as such Officer.

WITNESS my hand and Notarial Seal.

Jeanne E. Stephen, Notary Public

My Commission Expires: 7/1/70

STATE OF MARYLAND, , TO WIT:

I HEREBY CERTIFY, that on this day of November, 1969, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared , who acknowledged himself to be the of the , and that he, as such , being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as such Officer.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

Received for record DEC 3 1969 at 3:43 o'clock P.M. Same day Recorded and examined per

- 4 -

, Clerk

THIS DEED, Made this 15th day of October

in the year one thousand nine hundred and sixty-nine, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a body corporate of the State of Maryland, ~~of Howard County in the State of Maryland~~ party of the first part and Howard County, Maryland, a body corporate and politic, of the State of Maryland, party of the second part.

WHEREAS the party of the first part has petitioned Howard County, Maryland, a body corporate and politic, to open as a public road the land lying between the boundaries of the road hereinafter described.

WHEREAS Howard County, Maryland (Board of Public Works) did--after public hearing, and due publication of notice thereof, on the 4th day of September 1969, pass a resolution that the hereinafter described roads be opened as public roads:

WHEREAS the party of the first part has agreed to convey to Howard County, Maryland in fee simple the title to the said roads, streets, avenues and drives.

NOW THEREFORE WITNESSETH, that in consideration of the sum of

the said THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

does grant and convey unto the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple, all those lots of ground, situate, lying and being in Howard County, aforesaid, and described as follows, that is to say:--

~~Beginning for the~~

Red Branch Road (from existing Red Branch Road Easterly to Route 108) situated within Columbia in Oakland Ridge Industrial Park, Section 2, as shown on Sheets 1 through 3 inclusive, Recorded in Plat Book 15, Folios 8, 9 and 10, inclusive.

Thunder Hill Road situated in Columbia, Village of Oakland Mills, Section 2, as shown on Sheet 3, Recorded in Plat Book 15, Folio 62.

Thunder Hill Road situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 1, Recorded in Plat Book 15, Folio 46.

Thunder Hill Road, Coonhunt Court, Upwoods Lane, and Soaring Hill Road situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 3, Recorded in Plat Book 17, Folio 3.

Thunder Hill Road, Raccoon Court, Slipper Court and Patriot Lane situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 2, Recorded in Plat Book 17, Folio 2.

Thunder Hill Road, Lightning View Road, Marsh Hawk Way, Weatherside Run, Lime Banks Way and Spindrift Place situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 5, Recorded in Plat Book 17, Folio 5.

Mellenbrook Road, Lightning View Road, Hayledge Court, Farm Pond Lane, Herbert Drive and North Penfield Road situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 2, Recorded in Plat Book 15, Folio 72.

Mellenbrook Road, Grapewine Court, Seawind Court, Winterfields Lane Log Chain Road and Diamondback Drive situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 2, Recorded in Plat Book 15, Folio 76.

Mellenbrook Road, Wild Bees Lane and Creekbed Court situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 3, Recorded in Plat Book 15, Folio 77.

Mellenbrook Road, Osprey Court, Snow Shoe Lane and Canvasback Drive situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 4, Recorded in Plat Book 15, Folio 78.

Netherstone Court, Dry Well Court, Bucketpost Court and Brinton Court situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 2, Recorded in Plat Book 15, Folio 44.

Thunder Hill Road, May Day Court, Log Chain Road, Wintercorn Lane, Scarecrow Court, Orchard Green and Wood Stove Lane situated in Columbia Village of Oakland Mills, Section 1, as shown on Sheet 3, Recorded in Plat Book 15, Folio 45.

Lightning View Road situated in Columbia, Village of Oakland Mills Section 1, as shown on Sheet 4, Recorded in Plat Book 15, Folio 74.

Hound Hill Court, Bluecoat Lane and Sleeping Dog Lane situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 4, Recorded in Plat Book 17, Folio 4.

Harper's Farm Road situated in Columbia, Resubdivision Plat of Harper's Farm Road, as shown on Sheet 1, Recorded in Plat Book 15, Folio 22.

Wolf River Lane, Marsh Hawk Way, Racegate Run and Lightning View Road situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 6, Recorded in Plat Book 17, Folio 6.

Crowflock Court, Marsh Hawk Way and Delphinium Court situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 7, Recorded in Plat Book 17, Folio 7.

Marsh Hawk Way situated in Columbia, Village of Oakland Mills, Section 1, as shown on Sheet 8, Recorded in Plat Book 17, Folio 8.

Thunder Hill Road, Whiteacre Road, Steven's Forest Road and Robe Oliver Place situated in Columbia, Village of Oakland Mills, Section as shown on Sheet 2, Recorded in Plat Book 15, Folio 61.

Little Patuxent Parkway situated in Columbia, Village of Harper' Choice, as shown on Sheets 2 through 4 inclusive, Recorded in Plat Book 13, Folios 93, 94 and 95 inclusive.

Harper's Farm Road and Drawbridge Court, now known as Turnabout Lane situated in Columbia, Village of Harper's Choice, Section 3, as shown on Sheet 1, Recorded in Plat Book 13, Folio 70.

Wineglass Court, Youngtree Court and Swansfield Road situated in Columbia, Village of Harper's Choice, Section 4, Swansfield, as shown on Sheet 1, Recorded in Plat Book 17, Folio 63.

Rock Coast Road, Rum Cay Court, Millbank Row, Swansfield Road, Green Dory Lane, Iron Crown Court, Battersea Lane, Billingsgate Row, Eight Bells Lane and Two Ships Court situated in Columbia, Village of Harper's Choice, Section 4, Swansfield, as shown on Sheets 2 through 4 inclusive, Recorded in Plat Book 15, Folios 53, 54 and 55 inclusive

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Howard County, Maryland, a body corporate and politic, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that ~~he~~ it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that ~~he~~ it will warrant specially the property granted and that ~~he~~ it will execute such further assurances of the same as may be requisite.

IN TESTIMONY WHEREOF, the said Grantor has caused its corporate seal to hereto affixed, and its Vice-President to set his hand hereto.

~~WITNESS the hand and seal of said grantor~~

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

TEST:

Thomas A. Garland
Assistant Secretary

Richard L. Anderson (SEAL)
Richard L. Anderson, Vice President

(SEAL)

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of October in the year one thousand nine hundred and sixty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for County aforesaid, personally appeared RICHARD L. ANDERSON, Vice President

the above named grantor, and it acknowledged the foregoing Deed to be its act.

AS WITNESS my hand and Notarial Seal.

Margaret L. Squires
Notary Public
MARGARET L. SQUIRES

MARGARET L. SQUIRES NOTARY PUBLIC HOWARD CO. MD.

Approved for Legal Sufficiency and Form
25th day of November 1969

Robert W. Ellis
County Attorney.
Office of Law

Received for record DEC 3 1969 at 3:44 o'clock P.M. Same day recorded and examined per _____, Clerk

LIBER 523 PAGE 185

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of January, 1969, by and between THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, a body corporate and politic of the State of Maryland, hereinafter referred to as "HOWARD COUNTY", and THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation.

WHEREAS, The Howard Research and Development Corporation is in the process of constructing in Howard County, Maryland a community known as Columbia, Maryland, and

WHEREAS, The Howard Research and Development Corporation has caused to be recorded in the Land Records of Howard County, Maryland various subdivision plats which show thereon streets and roads which are offered for public dedication, and

WHEREAS, The Howard Research and Development Corporation has constructed such streets and roads in accordance with plans and specifications previously approved by Howard County, and

WHEREAS, Howard County now desires to accept such streets and roads and to accept conveyance from The Howard Research and Development Corporation of ownership to such streets and roads, and

WHEREAS, Howard County desires to impose as a condition precedent to acceptance by Howard County of such streets and roads execution of this agreement by and between Howard County and The Howard Research and Development Corporation.

NOW THEREFORE, it is understood and agreed by and between the parties hereto that acceptance of the aforementioned streets and roads in no way obligates Howard County to maintain any of the following:

1. Any and all trees, shrubbery or other landscaping planted within the rights of way of any of said streets and roads;

2. Any and all trees, shrubbery or other landscaping situated within the boundaries of any drainage easement;

3. Drainage easements outside of the rights of way of said streets and roads.

4. Pedestrian walkways wherever located except for sidewalks within the rights of way of said streets and roads;

5. Wooden signs which have been installed in the rights of way of said streets and roads but which are not constructed in accordance with Howard County standards;

6. Underground storm drains which drain water into Wilde Lake and into Lake Kittamaqundi where the discharge is below the lake surface.

It is further agreed by and between the parties hereto that until such time as Howard County shall change its street lighting policy, The Howard Research and Development Corporation shall pay the cost of operation and maintenance of all street lights located within the right of way of such streets and roads as determined by the Baltimore Gas and Electric Company except for the cost of operation and maintenance of those street lights which are expressly accepted for operation and maintenance by Howard County.

It is further understood and agreed by and between the parties hereto that Howard County will not be obligated to repair sidewalks within the right of way of such streets and roads which are damaged as a result of construction activities and that Howard County will not issue permits for the use and occupancy of adjacent building improvements until the builder of such improvements has caused such sidewalks to be repaired in accordance with all applicable Howard County standards.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals below:

WITNESS:

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

By Richard L. Cronin
Vice. President

WITNESS:

THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY

By Harry G. Murphy

Received for record JAN 23 1969 at 3:40 o'clock P M. Same day recorded and examined per _____, Clerk.

AGREEMENT

Bd. of Co. Commissioners of Howard County

TO

Howard Research and Development Corp.

RECEIVED FOR RECORD JAN 23 1969

AT 3:40 O'CLOCK P M SAME DAY RECORDED

IN LIBER CMCP No. 503 FOLIO 202

ETC. ONE OF HOWARD COUNTY LAND RECORDS AND

EXAMINED PER

CLERK

COST OF RECORDS $

950

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, JULY 23, 1969
* * *

Chairman-Director Fisher executed triplicate copies of agreement dated July 23, 1969, between The Baltimore and Ohio Railroad Company, the State Roads Commission and the Board of Public Works of Maryland, wherein the Commission and the Board grant the Railroad the right to construct and maintain at its sole cost and expense (excepting minor surface repairs and snow removal as indicated in Section 10 of the agreement), a highway bridge in existing U. S. 1 at a point approximately 2,300 feet northeast of its intersection with Md. 32 (Railroad Spur Track Station 72+14.98) near Guilford, together with a temporary road contiguous to U. S. 1, in order to maintain traffic during construction of said highway bridge, Contract Ho-386-715, in order to permit the Railroad to install and maintain Railroad spur tracks at Guilford, Howard County, under U. S. 1 in accordance with the terms and conditions more fully set forth in the agreement.

Said agreement had been executed previously on behalf of the Railroad, approved by Chief Engineer Woodford and approved as to form and legal sufficiency by Special Attorney Rogers, and two copies are being forwarded to the Board of Public Works for execution and return of both copies to the Secretary's office.

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. W. J. Addison
Mr. M. M. Brodsky
Mr. W. L. Shook (2)
Mr. A. L. Grubb
Mr. R. E. Jones
Mr. N. L. Smith, Jr.
Mr. G. N. Lewis, Jr. (4)
Mr. L. A. Yost, Jr. (2)
Mr. G. W. Cassell
Mr. T. Hicks (4)
Mr. T. G. Mohler (2)
Mr. W. B. Duckett (2)
Mr. C. S. Linville
Mr. H. H. Bowers (2)
Mr. M. D. Philpot (2)
Mr. P. R. Miller
Mr. H. B. Felter
Mr. E. K. Lloyd
Secretary's File
SRC-Howard County
Contract Ho-386-715

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, APRIL 16, 1969

* * *

Chairman-Director Fisher executed duplicate copies of agreement dated April 16, 1969, between the State Roads Commission and Howard County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

> Vollmerhausen Road Extended - From existing Md. 32 (Station 10+00) westerly to Guilford-Savage Road (Station 40+50.51) as constructed under Contract HO-292-35-771 for a total distance of 0.58± mile. Includes aforesaid described maintenance and snow removal to the bridge over Relocated Md. 32.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. C. W. Reese
Mr. W. J. Addison
Mr. E. D. Reilly
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. T. G. Mohler (2)
Mr. W. L. Shook (2)
Mr. L. A. Yost, Jr. (2)
Mr. G. N. Lewis, Jr. (4)
Mr. T. Hicks (4)
Mr. P. R. Miller (2)
Mr. H. H. Bowers
Mr. C. R. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. R. M. Thompson
Mr. M. C. Heany
Mr. Charles Lee
Mr. M. D. Philpot (2)
Miss D. J. Sinners
Co. Commrs. of Howard County (2)
Secretary's File
SRC-Howard County

THIS AGREEMENT made this 16th day of April, 1969 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission," party of the first part, and Howard County, Maryland, hereinafter referred to as "County," party of the second part, Witnesseth:

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

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

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

1. The "Commission," party of the first part, will perform at its sole expense all repairs needed on the Vollmerhausen Road bridge spanning Relocated Md. 32, except minor road surface repairs and snow removal.

2. The "County", party of the second part, will at its sole expense remove all snow and perform minor road surface repairs to the floor of the bridge. Minor road surface repairs are defined and mutually understood to include sealing surface cracks, patching small cavitations not more than two inches

in depth and patching curb faces and tops. Where a floor defect extends through the floor slab, such as a crack or hole or cavitation exposes the reinforcing steel, then the County shall promptly advise the Commission.

The Commission will then make the required structural repairs to the floor slab, and the County shall reimburse the Commission for 10% of the cost thereof.

IT IS UNDERSTOOD AND AGREED without the necessity of any further agreement between the parties hereto, the "Commission", party of the first part, does hereby transfer to the County, party of the second part, and the County, party of the second part, does hereby accept from the "Commission", the following described section of State constructed road for maintenance purposes as part of the County Highway System.

Vollmerhausen Road Extended -- From existing Md. 32 (Station 10+00) westerly to Guilford - Savage Road (Station 40+50.51) as constructed under Contract HO 292-35-771 for a total distance of 0.58± mile. Includes aforesaid described maintenance and snow removal to the bridge over Relocated Md. 32.

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

1. The aforegoing mileage will be included in the inventory as of December 1, following completion of the construction of the section of road described above.
2. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, following the December 1 date, described in item one above.
3. The effective date for the transfer of this section is when Vollmerhausen Road Extended is opened to traffic, and upon

completion of the indicated improvement as shown on the construction plans under Contract #HO 292-35-771.

4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenance and bridge structures, with the exception of the bridge constructed by the Commission and carrying the County road over Md. 32-relocated, 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-Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 10th day of April, 1969

_____
Special Attorney

APPROVED:

_____
Chief Engineer

HOWARD COUNTY, MARYLAND

ATTEST:

By _____
County Executive

_____
County Administrator

APPROVED:

By _____
Road Engineer

Approved as to form and legal sufficiency this 4th day of February, 1969

_____
County Attorney

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
TUESDAY, FEBRUARY 11, 1969

* * *

Chairman-Director Wolff executed duplicate copies of two agreements dated February 11, 1969, between the State Roads Commission and Howard County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads, subject to the conditions, and completion of said roads under Contracts HO-314-29-741 and HO-362-7-771 respectively, as more fully set forth in the agreements:

Toll House Road - Constructed in accordance with Contract HO-314-29-741, located on the east side of U. S. 29 from Frederick Road (Old Md. 144) to Old Columbia Pike, a distance of 0.916 miles,

Service Road - From a point on Meadowridge Road (Md. 103) approximately 3100± feet south of Montgomery Road, thence southeasterly to a point on existing Mullineau Road, for a distance of 0.40± miles.

Said agreements had previously been executed by Howard County, approved by Deputy Director-Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy:
Mr. D. H. Fisher
Mr. C. W. Reese
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. E. D. Reilly
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. T. G. Mohler (2)
Mr. W. L. Shook
Mr. L. A. Yost, Jr. (2)
Mr. G. N. Lewis, Jr. (4)
Mr. P. R. Miller (2)
Mr. T. Hicks (4)
Mr. H. H. Bowers
Mr. C. R. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. R. M. Thompson
Mr. M. C. Heany
Mr. Charles Lee
Mr. M. D. Philpot (2)
Miss D. J. Sinners
Co. Commrs. of Howard County (2)
Secretary's File (2)
SRC-Howard County
Contract HO-314-29-741
" HO-362-7-771

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
TUESDAY, FEBRUARY 11, 1958

* * *

Chairman-Director Wolff executed duplicate copies of two agreements dated February 11, 1958, between the State Roads Commission and Howard County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described sections of State-constructed roads, subject to the conditions, and completion of said roads under Contracts HO-318-23-7(1) and HO-342-1-77 respectively, as more fully set forth in the agreements:

> Hill Home Road - Reconstructed in accordance with Contract HO-318-23-7(1), located on the east side of U. S. 29 from Frederick Road (Old Md. 144) to Old Columbia Pike, a distance of 0.918 miles.
>
> Service Road - From a point on Meadowridge Road (Md. 103) approximately 3100- feet south of Montgomery Road, trending southeasterly to a point on existing Guilford Road, for a distance of 0.400- miles.

Said agreements had previously been executed by Howard County, approved by Deputy Director-Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. D. H. Weaver
Mr. C. W. Davis
Mr. R. T. Woodford, Jr.
Mr. W. J. Addison
Mr. S. D. Zeally
Mr. M. C. Downs
Mr. L. E. Wright
Mr. W. H. Dunkley
Mr. J. C. Mohler (2)
Mr. W. L. Snook
Mr. L. A. Yost, Jr. (2)
Mr. G. W. Lewis, Jr. (4)
Mr. F. E. Miller (2)
Mr. T. Rides (4)
Mr. H. H. Bowers
Mr. C. H. Jones
Mr. C. W. Cassell
Mr. E. K. Lloyd
Mr. E. M. Thompson
Mr. H. C. Heavy
Mr. Charles Lee
Mr. H. E. Philipps (2)
Miss G. J. Simmons
Co. Commr. of Howard County (2)
Secretary's File (2)
HC-Howard County
Contract HO-318-23-7(1)
" HO-342-1-77

THIS AGREEMENT made this 11 day of Feb., 1969 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission," party of the first part, and Howard County, Maryland, hereinafter referred to as "County," party of the second part, Witnesseth:

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

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

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

Service Road - From a point on Meadowridge Road (Md. 103) approximately 3100± feet south of Montgomery Road, thence southeasterly to a point on existing Mullineau Rd., for a distance of 0.40± miles.

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

1. The aforegoing mileage will be included in the inventory as of December 1, following completion of the construction of the section of road described above.
2. The basis for the allocation of funds will include the additional 0.40± miles in the allocation to the County beginning July 1, following the December 1 date, described in item one above.

3. The effective date for the transfer of this section is when the Service Road is opened to traffic, and upon completion of the indicated improvement as shown on the construction plans under Contract #HO-362-7-771.

4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights of way and to the existing condition of the road involved, including all appurtenance and bridge structures, however this 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-Director of Highways

ATTEST:

_____
Secretary

APPROVED:

_____
Deputy Director-Chief Engineer

Approved as to form and legal sufficiency this 10th day of February, 1969

_____
Special Attorney

ATTEST:

_____
Secretary to County Commissioners

HOWARD COUNTY, MARYLAND

By _____
President, Board of County Commissioners

APPROVED:

By _____
Road Engineer

Approved as to form and legal sufficiency this 21st day of January, 1969

_____
County Attorney

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
THURSDAY, JANUARY 30, 1969
* * *

Chairman-Director Wolff executed duplicate copies of agreement dated January 30, 1969, between The Baltimore and Ohio Railroad Company and the State Roads Commission of Maryland, wherein in connection with the Commission's proposed relocation and improvement of Md. 97, involving construction of a new highway bridge over the South Branch of the Patapsco River and relocation of existing grade crossing No. 460 over the Railroad's old main line from Valuation Station 1285+50 to 1285+78± in Carroll and Howard Counties, at Hoods Mill (Contract CL-438-2-778 and HO-382-2-778), the Railroad grants the Commission the necessary easement for roadway purposes on and across the tracks and right of way to relocate existing grade crossing No. 460 and adjust the present warning signal, at the expense of the Commission, as more fully set forth in the agreement.

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

Copy: Mr. D. H. Fisher
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. W. L. Shook
Mr. M. M. Brodsky
Mr. T. G. Mohler (2)
Mr. P. R. Miller
Mr. H. H. Bowers (2)
Mr. H. B. Felter
Mr. W. B. Duckett (2)
Mr. L. A. Yost, Jr. (3)
Mr. G. N. Lewis, Jr. (4)
Mr. T. Hicks (4)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Carroll County
SRC-Howard County
Contract CL-438-2-778;HO-382-2-778

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 8, 1968
* * *

On recommendation of Deputy Director-Chief Engineer Fisher and on motion of Mr. Owings, seconded by Mr. Brinsfield, the Commission approved and the Chairman-Director executed duplicate copies of agreement dated May 8, 1968, between the State Roads Commission of Maryland and Howard County Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement, to be effective upon completion of construction:

View Top Road - from High Point Road to road end, a distance of 0.31 mile. MD 982 B C.S. 13-58

Northfield Road - from St. John's Lane to existing Northfield Road, a distance of 0.2 mile. MD 982 - 0.11 mi MD 982A - 0.48 mi Both C.S. 13-58

This agreement had previously been executed by the President, Board of County Commissioners, Howard County and approved as to form and legal sufficiency by Special Attorney Nolan H. Rogers.

Copy: Mr. D. H. Fisher
Mr. A. S. Gordon
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. T. G. Mohler (2)
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. C. R. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. R. M. Thompson
Mr. C. M. Heany
Mr. Charles Lee
Mr. E. D. Reilly
Mr. S. B. Brown
County Commissioners of Howard Co. (3)
Secretary's File
SRC-Howard County
Contract Ho-314-14-15-741

THIS AGREEMENT made this 8TH day of MAY, 1968, by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Howard County Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

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

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

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

View Top Road - From High Point Road to Road End, a distance of 0.31 miles as shown on the construction plans (pages 12, 13 & 16) under contract #HO-314-14-15-741.

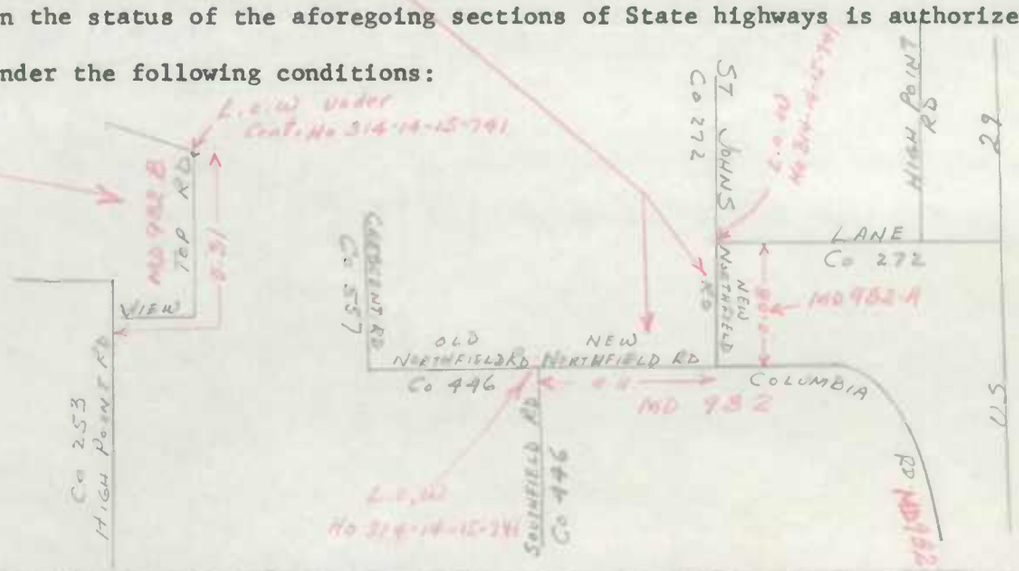
MD 982-B
C.S. 12-58

Northfield Road - From St. John's Lane to existing Northfield Road for a distance of 0.20 miles as shown on the construction plans (page 18) under contract #HO-314-14-1-5741.

MD 982 0.11 MI
MD 982A 0.08 MI

314-14-15-741

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



1. The aforegoing mileage will be included in the inventory as of December 1, 1968.

2. The basis for the allocation of funds will include the additional County mileage in the allocation to the county beginning July 1, 1969.

3. The effective date for the transfer of these sections, is when View Top Road and Northfield Road are opened to traffic, and upon completion of the indicated improvement as shown on the construction plans under contract #HO-314-14-15-741. - Completed 1-24-68

4. The transfer of said roads is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the Roads involved, including all appurtenances and bridge structures, 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-Director of Highways

ATTEST:

_____
Secretary

APPROVED:

_____
Deputy Director-Chief Engineer

Approved as to form and legal sufficiency this 1st day of May, 1968

_____
Special Attorney

ATTEST:

_____
Secretary to County Commissioners

HOWARD COUNTY, MARYLAND

By _____
President, Board of County Commissioners

APPROVED:

By _____
Road Engineer

Approved as to form and legal sufficiency this 23 day of April, 1968

_____
County Attorney

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. T. G. Mohler (2)
Mr. M. M. Brodsky
Mr. F. P. Scrivener
Mr. E. D. Reilly
Contract HO-307-19-25-772
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. H. G. Downs (4)
Mr. L. C. Moser (2)
Mr. M. D. Philpot
Secretary's File
SRC-Howard County File

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
MONDAY, FEBRUARY 5, 1968

* * *

On recommendation of Deputy Director-Chief Engineer Fisher in letter dated February 1, 1968, Chairman and Director Wolff approved submission of the following petition to the Board of County Commissioners of Howard County, Maryland, Court House, Ellicott City, Maryland 21042, for the closing of certain county roads affected by construction of Interstate Route 95, State Roads Commission Contract Nos. HO-307-19;-25-772:

"TO THE BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY, MARYLAND
COURT HOUSE
ELLICOTT CITY, MARYLAND 21042

PETITION FOR THE CLOSING OF CERTAIN COUNTY ROADS
AFFECTED BY CONSTRUCTION OF INTERSTATE ROUTE 95

STATE ROADS COMMISSION CONTRACT NOS. HO-307-19;-25-772

Now comes the Maryland State Roads Commission pursuant to Section 135 of Article 25, Annotated Code of Maryland (1966 Replacement Volume as Ammended), and prays that proper action be taken to authorize the closing of those portions of the following roads as indicated below:

1. Savage - Guilford Road-------From its intersection with Maryland Route 32 (Guilford Road) westerly 1340'.
Total length of closure = 1340'

2. Whiskey Bottom Road----------From its intersection with Maryland Route 216 easterly 310'.
Total length of closure = 310'

The portion of Savage - Guilford Road proposed to be closed is shown on the plats numbered 34772 and 34774 prepared by the Maryland State Roads Commission on the dates shown, and titled "Interstate Route 95, North of Maryland Route 32 to Little Patuxent River"; the portion of Whiskey Bottom Road proposed to be closed is shown on plats numbered 35330, 35331 and 35332 prepared by the Maryland State Roads Commission on the dates shown, and titled "Interstate Route 95, North of Maryland Route 216 to Patuxent River", all is filed in the office of the Board of County Commissioners of Howard County, Maryland, and open for inspection of the public.

See attached map for the following replacements:

The portion of Savage - Guilford Road to be closed will be replaced by a relocation which will serve as an extension to Vollmerhausen Road and will begin at or near the intersection of Savage - Guilford Road and Vollmerhausen Road crossing relocated Maryland Route 32 by bridges and forming an intersection with existing Maryland Route 32 (Guilford Road) approximately 3400' southeasterly of the existing intersection between existing Maryland Route 32 and Savage - Guilford Road.

The portion of Whiskey Bottom Road to be closed will be replaced by rehabilitation of All Saints Road between Maryland Route 216 and Whiskey Bottom Road.

WHEREFORE, Your Petitioner respectfully prays that the Board of County Commissioners of Howard County, Maryland, take the necessary action to authorize the closing of the aforegoing portions of the public roads.

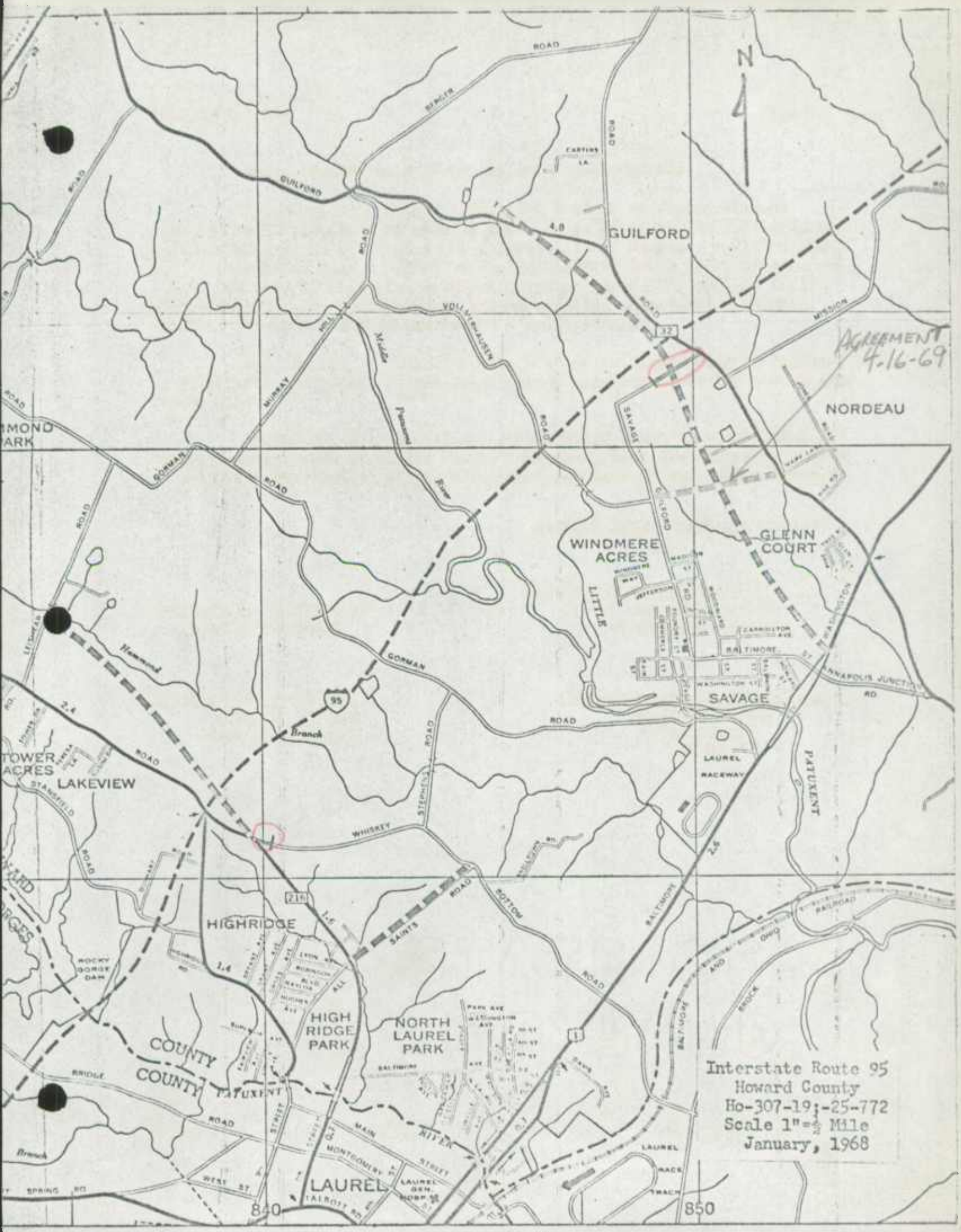
MARYLAND STATE ROADS COMMISSION

By: (Sgd.) Jerome B. Wolff
Jerome B. Wolff
Chairman - Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

(Sgd.) Austin W. Smith
Austin W. Smith
Secretary
2/5/68"


N
GUILFORD
NORDEAU
WINDMERE ACRES
GLENN COURT
SAVAGE
LAKEVIEW
HIGHRIDGE
HIGH RIDGE PARK
NORTH LAUREL PARK
LAUREL
COUNTY
PATUXENT
RIVER
LITTLE
Middle
Patuxent
River
GORMAN
ROAD
WHISKEY
STEPHENS
SAINTS
BOTTOM
MAIN
STREET
MONTGOMERY
WEST ST.
BRIDGE
LAUREL RACEWAY
LAUREL RACE TRACK
BALTIMORE
ANNAPOLIS JUNCTION
ROCKY GORGE DAM
95
1
32
850
AGREEMENT 4-16-69
Interstate Route 95
Howard County
Ho-307-19;-25-772
Scale 1"=½ Mile
January, 1968

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

Chairman and Director Wolff executed duplicate copies of agreement dated December 19, 1967, by and between the State Roads Commission of Maryland and the County Commissioners of Howard County, with reference to the construction by the Commission of Contract Ho-307-22-772 (Interstate Route 95) in Howard County, from Little Patuxent River to north of Md. Route 216, which will necessitate the interruption, at intervals, of through traffic on Vollmerhausen Road (a county road), wherein the parties thereto agree as follows:

1. The maximum duration of the closing of Vollmerhausen Road to through traffic shall not exceed 250 continuous calendar days

2. The Commission will petition the County thirty days prior to the closing of Vollmerhausen Road to through traffic

3. The Commission will maintain local traffic during the period that Vollmerhausen Road is closed to through traffic

Said agreement had been executed previously on behalf of Howard County by the President of the Board of County Commissioners, Mr. Harry T. Murphy, 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. M. D. Philpot
Mr. T. G. Mohler (2)
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. H. G. Downs (2)
Mr. L. C. Moser (2)
Secretary's File
SRC-Howard County file
Contract Ho-307-22-772

STATE OF MARYLAND
STATE ROADS COMMISSION
300 WEST PRESTON STREET
BALTIMORE, MD. 21201
MAILING ADDRESS-P.O. BOX 717, BALTIMORE, MD. 21203

BUREAU OF
HIGHWAY STATISTICS

Date: November 14, 1967

TO THE PLANNING COMMISSION

FOR HOWARD County

Attn: Mr. Thomas G. Harris
Court Avenue
Ellicott City, Maryland 21042

CONTRACT NO. HO-307-4,-5,-19,-22,-25-772
F.A.P. NO. ----------
ROUTE :- Interstate Route 95
From North of Maryland Route 176
to Patuxent River

RE: Notice of Proposed County
Road Closure

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

See SPC Minutes Dated 2-5-68 (Petitions)

Avenida Blanca - From its intersection with Maryland Route 175 (Waterloo Road) westerly approximately 300'.

Calle' Bonita - From 300' north of its intersection with Avenida Blanca northerly for 470' at the limit Crestmount Subdivision.

Savage - Guilford Road - From its intersection with Maryland Route 32 southerly for approximately 1400'.

Whiskey Bottom Road - From its intersection with Maryland Route 216 easterly for approximately 350'.

Dumhart Road - From its intersection with Maryland Route 983 westerly for approximately 800'.

Bond Road (also known as Oak Street) - From its intersection with Stansfield Road southerly for approximately 300'.

November 14, 1967

Howard County Planning Commission
Attn: Mr. Thomas G. Harris

Contract No: HO-307-4,-5,-19,-22,-25-772

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 12-22-64, 10-26-66, 11-21-66, - 4-5-67, - 5-15-67, - 7-17-67, 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/ggs
CC: Mr. C.A. Goldeisen
Mr. L.C. Moser
Mr. G.W. Cassell
Mr. T. G. Mohler
District Engineer, District No. 7

Right-of-Way Plats

34753
34772
34774
35330
35331
35332
35341
35342
35343

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 27, 1966
* * *

The Commission approved and Chairman and Director Funk executed for and on its behalf duplicate copies of agreement dated April 27, 1966, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and Howard County, Maryland, therein referred to as "County," party of the second part, concerning the transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of Md. Route 32 from Md. Route 108 to U. S. Route 29, a distance of 4.71 miles, subject to the conditions more fully set forth therein.

Said agreement had been executed previously on behalf of Howard County by the President of the Board of County Commissioners and the Road Engineer; approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. T. G. Mohler (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 Section, R/W Div.
County Commrs. of Howard County (3)
Secretary's File
SRC-Howard County

MD 32

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 27, 1966
* * *

The Commission approved and Chairman and Director Funk executed for and on its behalf duplicate copies of agreement dated April 27, 1966, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and Howard County, Maryland, therein referred to as "County," party of the second part, concerning the transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of Md. Route 32 from Md. Route 108 to U. S. Route 29, a distance of 4.71 miles, subject to the conditions more fully set forth therein.

Said agreement had been executed previously on behalf of Howard County by the President of the Board of County Commissioners and the Road Engineer; approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. T. G. Mohler (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 Section, R/W Div.
County Commrs. of Howard County (3)
Secretary's File
SRC-Howard County

THIS AGREEMENT made this 27th day of April, 1966 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Howard County Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

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

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

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

Maryland Route 32 from Maryland Route 108 to U.S. Route 29, a distance of 4.71 miles.

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

1. The aforegoing mileage will be included in the inventory as of December 1, following completion of the new route Maryland 32 between the same limits

2. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, following completion of the new route Maryland 32.

3. The effective date for the transfer of this section, is when the new Maryland 32 is opened to traffic between Maryland 108 and U.S. 29, and upon completion of the indicated improvement as described below,

Maryland Route 32 - (Widening to a width of at least 20 feet and resurface - includes widening of existing bridge #13026, to a width of thirty (30) feet over the Middle Patuxent River) - from Maryland Route 108 to U.S. Route 29, a distance of 4.71 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 and bridge structures, 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

ATTEST:

By _____
Chairman and Director of Highways

_____
Secretary

Approved as to form and legal sufficiency this 3 day of March, 1966

APPROVED:

_____
Chief Engineer

_____
Special Attorney

HOWARD COUNTY, MARYLAND

ATTEST:

_____
Secretary
to County Commissioners

By _____
President
Board of County Commissioners

APPROVED:

Approved as to form and legal sufficiency this 22d day of March, 1966

By _____
Road Engineer

_____
County Attorney

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, FEBRUARY 1, 1966
***

I-95

Chairman and Director Funk executed duplicate copies of Supplemental Agreement, dated February 1, 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 602, 78 Stat. 252), issued by the Department of Commerce, with reference to project covered by agreement dated December 20, 1965, by and between the same parties, for construction of dual overhead bridges and approaches over and above the track and property of the Railroad's old main line located adjacent to the Patapsco River near Elkridge (Avalon), in Howard and Baltimore Counties, in connection with construction of a new dual express highway to be known as Interstate Route 95 (Contract B-725-3-423;Ho-307-11-723;FAP#I-95-3(10)19).

Said 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. 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 #44007
SRC-Baltimore County
SRC-Howard County
Contract B-725-3-423;Ho-307-11-723;
FAP#I-95-3(10)19

THIS SUPPLEMENTAL AGREEMENT, executed in duplicate, made and entered into this 1st day of February, 1966, by and between THE BALTIMORE AND OHIO RAILROAD COMPANY, hereinafter sometimes called "RAILROAD", party of the first part, and the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, hereinafter sometimes called "Commission," party of the second part, witnesseth:

WHEREAS, because of the necessity of providing for the constant and increasing growth in the volume of highway traffic and to promote and facilitate safety of such travel, the Commission proposes to construct a new dual express highway to be known as Interstate Route 95, and

WHEREAS, Interstate Route 95 as planned will cross over the Patapsco River and the track and property of Railroad's old main line by means of dual highway bridges at highway Station 192+18± (Railroad Station 19+14±) located in Howard and Baltimore Counties, near Elkridge, Maryland, and

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

WHEREAS, the Department of Commerce has issued regulations (Title 15, Code of Federal Regulations, Part 8) in implementation of Title VI of the Civil Rights Act of 1964 (Section 602, 78 Stat. 252); and

WHEREAS, to effectuate the requirements of said Regulations certain additional requirements must be appended to the aforesaid agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto further agree as follows:

SECTION 1. During the performance of work under the aforesaid agreement, where such work is accomplished by other than RAILROAD forces, the RAILROAD agrees to conform with the requirements of Appendix A, attached hereto and made a part hereof.

SECTION 2. All other portions of the aforesaid agreement shall remain in full force and effect.

SECTION 3. This Supplemental Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed in triplicate counterparts, each of which shall be considered as an original, by their proper officers thereunto authorized, as of the dates below indicated.

ATTEST:

E. P. Muendlein
Assistant Secretary

THE BALTIMORE AND OHIO RAILROAD COMPANY

J. T. Collinson
CHIEF ENGINEER

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

Chairman and Director of Highways for the State of Maryland

APPROVED:

Chief Engineer - State Roads Commission

Approved as to form and legal sufficiency this 26th day of January, 1966.

Special Assistant
Attorney General of Maryland

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 24th day of January, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared J. T. Collinson, Chief Engineer, of THE BALTIMORE AND OHIO RAILROAD COMPANY, and acknowledged the aforegoing agreement to be the corporate act and deed of the said THE BALTIMORE AND OHIO RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

George J. Voth
Notary Public

My Commission Expires:

July 1, 1967

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 1st day of February, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John B. Funk, Chairman and Director of Highways, for the STATE ROADS COMMISSION OF THE STATE OF MARYLAND, and acknowledged the aforegoing agreement to be the act and deed of the State Roads Commission of the State of Maryland, acting for the State of Maryland.

AS WITNESS my hand and Notarial Seal.

Henry A. Fiore
Notary Public

My Commission Expires:

July 1 1967

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Mr Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, DECEMBER 20, 1965
* * *

Chairman and Director Funk executed duplicate copies of agreement dated December 20, 1965, by and between The Baltimore and Ohio Railroad Company, therein called "Railroad," party of the first part, and the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the second part, wherein the parties agree as to their respective aims and obligations regarding the construction and maintenance of dual overhead bridges and approaches over and above the track and property of the Railroad's old main line located adjacent to the Patapsco River near Elkridge (Avalon), in Howard and Baltimore Counties, in connection with construction of a new dual express highway to be known as Interstate Route 95 (Contract B-725-3-423;Ho-307-11-723;FAP#I-95-3(10)19).

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

Copy: Mr. D. H. Fisher
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. A. L. Grubb (2)
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. H. G. Downs
Mr. E. C. Chaney (2)
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Baltimore County
SRC-Howard County
Contract B-725-3-423;Ho-307-11-723;
FAP#I-95-3(10)19

Mr. Lassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, OCTOBER 11, 1965
* * *

On recommendation of Chief Engineer Fisher in letter of October 1, 1965, the following final payment was approved, this road to remain in the Howard County Road System for maintenance:

Final payment of $785.75 for completion of surfacing of Race Road from Hanover Road toward Furnace Avenue, a distance of 0.68 mile (flexible pavement), our Contract Ho-336-1-717;FAP#S-1339(2), Drummond & Company, Inc., contractor. The contract for this work was awarded on January 10, 1964 and was completed on June 22, 1964. The total amount of this contract is $12,817.35.

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. A. L. Grubb
Mr. M. M. Brodsky
Mr. F. P. Scrivener
Mr. H. G. Downs (4)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (3)
Mr. T. G. Mohler (2)
Mr. C. W. Reid
Mr. P. R. Miller
Mrs. E. Rossman
County Commrs. of Howard County (3)
SRC-Howard County
Contract Ho-336-10-717;FAP#S-1339(2)

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener (2)
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. T. G. Mohler (2)
Mr. H. G. Downs (2)
Mr. M. D. Philpot
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. J. E. Gerick
Mr. R. M. Thompson
Mr. Charles Lee
Records & Research Section, R/W Div.
County Commrs. of Howard County (3)
Secretary's File
SRC-Howard County

MD 32
SERVICE ROAD

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 17, 1965
* * *

The Commission approved and Chairman and Director Funk executed for and on its behalf duplicate copies of agreement dated March 17, 1965, regarding transfer to Howard County, for maintenance purposes, of Md. Route 851-H, a service road, on the east side of Md. Route 32, beginning at Linden Church Road and running southerly to the end of the road, a distance of 1.27 miles. Said agreement had been executed previously on the part of the County by Charles E. Miller, President, Board of County Commissioners, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh:

"THIS AGREEMENT made this 17th day of March, 1965, by and between the State Roads Commission of Maryland, thereinafter referred to as 'Commission,' party of the first part, and Howard County, Maryland, hereinafter referred to as 'County,' party of the second part, Witnesseth:

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

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

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

Md. 851-H - Service Road, east side of Md. 32 starting at Linden Church Road and running in a southerly direction to road end, a total distance of 1.27 miles.

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

1. The aforegoing mileage will be included in the inventory as of December 1, 1964.

2. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1965.

3. The effective date for the transfer of this section of road is upon complete approval and execution of this agreement.

4. The transfer of said road is made on an 'As-Is-Basis' which pertains to the existing rights of way and to the existing condition of the road involved, including all appurtenances and bridge structures.

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."

COPY

December 17, 1964

Re: Contract HO-292-6-720
HO-292-22-720
Maryland Route 32
Linden Church Road to Clarksville

Mr. Charles Miller, President
Howard County Commissioners
Court House
Ellicott City, Maryland

Dear Mr. Miller:

This is to acknowledge receipt of a copy of your letter of December 11, 1964, addressed to the Maryland State Roads Commission, Baltimore, Maryland, advising that the County Commissioners had voted to accept that section of old route 32 between Burntwoods Road and Maryland Route 108 into the Howard County County Maintenance System.

As you may know, when the right of way was acquired for the relocation of Maryland Route 32 control of access was also acquired making it necessary that certain properties be connected by a service road. The service road was constructed on the east side of Maryland Route 32 starting at Linden Church Road and terminating at the property of Edwin O. Adams, Jr., a distance of approximately 1.27 miles.

This service road was constructed on a 50' nominal right of way surfaced with 20' paving composed of 2 - 4" compacted layers of dense graded stabilized aggregate base course material, double surface treated with 2 - 5' earth shoulders making an overall grade width of 30' plus supporting slopes and ditches which, I believe, would meet the requirements of the Howard County Commissioners. I would appreciate your Commission giving consideration to accepting this service road into your county maintenance system.

If I understand correctly, the allocation of funds for county road

Constructed under contract 292-6-720

COPY

Mr. Charles Miller December 17, 1964

maintenance is usually made after the first of each new year and if there is some indication from your Commission as the the acceptance of this road, this mileage, I believe, could be included in the mileage for Howard County for the coming year.

Very truly yours,

Thomas G. Mohler

Thomas G. Mohler
District Engineer

TGM:mmi

cc: Mr. M. D. Felter
Mr. F. L. Smith
Mr. M. C. Dinst

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. T. G. Mohler (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.
Howard County Commissioners (3)
Secretary's File
SRC-Howard County

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

The Commission approved and Chairman and Director Funk executed for and on its behalf triplicate copies of the following agreement dated October 14, 1964, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and Howard County, Maryland, therein referred to as "County," party of the second part, providing for transfer to Howard County for maintenance purposes of 6.14 miles of old Md. Route 32 from Burntwoods Road to Md. Route 108 in Clarksville. Said agreement had been executed previously for the Commissioners of Howard County, Maryland by Charles E. Miller, President o. the Board of County Commissioners and Road Engineer H. S. O'Neill; approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Seymour.

"THIS AGREEMENT made this 14th day of October, 1964 by and between the State Roads Commission of Maryland, hereinafter referred to as 'Commission,' party of the first part, and Howard County, Maryland, hereinafter referred to as 'County, party of the second part, Witnesseth:

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

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

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

Old Md. Route 32 - from Burntwoods Road to Md. Route 108 in Clarksville for a total distance of 6.14 miles.

Copy: Mr. A. E. Gordon
Mr. D. E. Fisher (2)
Mr. T. E. Woodward, Jr.
Mr. G. G. Adkins
Mr. C. A. Coldiron
Mr. L. E. McCall
Mr. P. T. Swinney
Mr. L. C. Stone (2)
Mr. C. H. Lewis, Jr. (2)
Mr. M. Prusky
Mr. T. O. Waller (2)
Mr. H. C. Adam (2)
Mr. A. L. Grubb

Mr. E. F. Jones
Mr. C. M. Caswell
Mr. E. E. Lloyd
Mr. E. H. Reilly
Mr. J. E. Parish
Mr. E. M. Thompson
Mr. Charles Lee
Mr. D. D. Fulton (2)
Jacobs & Associates Engineers, E/D Div.
Bossard County Commissioners (2)
Secretary's File
Re-Bossard County

EXCERPT FROM MINUTES OF MEETING OF THE STATE/COUNTY COMMISSION
CONCORDAY, OCTOBER 14, 1964

The Commission approved and Director Fuel executed for and on its behalf triplicate copies of the following agreement dated October 14, 1964, by and between the State Road Commission of Maryland, thereinafter referred to as "Commission," party of the first part, and Bossard County, Maryland, hereinafter referred to as "County," party of the second part, providing for transfer to Bossard County certain portions of Md. Route 17 from Westwood Road to Md. Route 108 in Clarksville. Said agreement had been executed previously for the Commissioners of Bossard County, Maryland by Charles E. Miller, President of the Board of County Commissioners and Noel Engineer H. O'Malley, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Gaunce.

THIS AGREEMENT made this 14th day of October, 1964 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission," party of the first part, and Bossard 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 in the County upon the request of the County and/or Board of Supervisors, for maintenance purposes, and

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

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

Md. Rte. 17 - from Westwood Road to
Md. Route 108 in Clarksville for a total
distance of 6.14 miles.

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

1. The aforegoing mileage will be included in the inventory as of December 1, 1964.

2. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1965.

3. The effective date for the transfer of this section of road is upon the completion of resurfacing of Old Md. Route 32 to a width of 20 feet from near Dayton to Md. Route 108 for a distance of 3.85 miles by the Commission. (Section from Burntwoods Road to Dayton was previously surfaced per agreement dated February 17, 1959.)

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; however, this is to 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."

Secretary's File

No. 42199

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, SEPTEMBER 14, 1964
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in triplicate, dated September 14, 1964, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission", and the County Commissioners of Howard County, Maryland, a body corporate, party of the second part, therein called the "County", applicable to improvement by construction of a section of roadway in Howard County from U. S. Route 40 to Maryland Route 99, for a length of 1.50 miles, omitting that portion defined by the interchange with I-70N, more particularly described as follows:

Federal-aid Project No. S-9256 (2) - Marriottsville Road

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

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

Copy: Mr. D. H. Fisher
Mr. F. P. Scrivener
Mr. L. E. McGarl
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. T. G. Mohler (2)
Mr. G. N. Lewis, Jr. (8)
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. H. J. Hamilton
Mr. L. C. Moser (3)
Co. Commrs. of Howard County (3)
Secretary's File
SRC-Howard County

Secretary's File

No. 42199

THIS AGREEMENT, Made this 14th day of September, nineteen hundred and sixty-four, 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 COUNTY COMMISSIONERS OF HOWARD COUNTY, MARYLAND, a body corporate, party of the second part, hereinafter called the "COUNTY", Witnesseth:

WHEREAS, the Commission at the request of the County has agreed to construct a certain project on the Federal-aid road system of Howard County by its own contract, in order to utilize any Federal funds which may be made available to the Commission for use of the County, and

WHEREAS, the County proposes the improvement by construction of a section of roadway in Howard County from U. S. Route 40 to Maryland Route 99, for a length of 1.50 miles, omitting that portion defined by the interchange with I-70N, more particularly described as follows:

Federal-aid Project No. S-9256 (2) - Marriottsville Road

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

WHEREAS, the Commission at the request of the County proposes to utilize said Federal-aid funds for the construction of this project, and

WHEREAS, the County proposes to withdraw Federal-aid funds set aside for Loudon Avenue of its 1961 allocation, and

WHEREAS, the County proposes to transfer to the Commission the remaining funds for the 1961 and 1962 allocation of Federal funds, in addition to those necessary of the 1963 allocation, to complete the Federal funds required for the aforesaid, 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 the procedures whereby it is required that there be an executed agreement between the Commission and the local agency, setting forth the conditions under which the project would be constructed, and

WHEREAS, the County finds that the construction can be advantageously performed under the direction of the Commission, and

WHEREAS, the County agrees to participate in the financing of the project to the extent of being responsible for all costs in excess of the Federal reimbursement, which amount is estimated will not exceed Ninety-two Thousand Dollars, except for rights-of-way, and

WHEREAS, the Commission is adequately staffed and suitably equipped to undertake the satisfactory completion of the work in an economic and expeditious manner, and

WHEREAS, the County 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 County hereby agree as follows:

1. The County agrees that the Commission shall make all preliminary studies, preliminary and final designs with their own forces or by utilizing the services of a consulting engineer. All work performed by the Commission, and all contracts entered into by the Commission, shall be subject to prior approval by the U. S. Bureau of Public Roads, in conformance with Bureau policy and procedure.

2. The Commission, if requested, shall acquire all necessary rights-of-way at the expense of the County, other than those obtained by the County, for the construction and maintenance of the project, 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. In those instances where the Commission is unable to acquire such rights-of-way by amicable means, the County agrees to take whatever action is necessary to acquire same.

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 the law, rules, and regulations relating to projects upon which Federal funds are being expended. The Commission, at the cost of the County, shall be responsible for construction supervision on the project, and shall accomplish this supervision by the assignment of Commission inspection personnel in the same number and of the same qualifications as would be appropriate on a comparable Commission contract.

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

5. Standard plans shall be used to the maximum extent practicable.

6. Subject to the prior authorization by the U. S. Bureau of Public Roads, the Commission shall advertise for bids and award contracts.

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. At the request and with the approval of the County, the project will be between the Commission and the successful bidder, and the Commission assumes no legal liability in connection therewith. The County 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. Prior to the award of the contract to the successful bidder, the County will deposit with the Commission the estimated amount necessary to cover its share of the project costs not covered by Federal funds. Final determination of costs will be made after all claims are satisfied and adjustments will be made accordingly. If for any reason, the County fails to pay a portion of said project costs, the Commission is hereby authorized to deduct such costs from the County's share of the gasoline tax revenues due it.

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

11. The County 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 traffic in conformity with Commission Standards.

12. The County further agrees that all signs, signals and markings shall conform to the Manual of Uniform Traffic Control Devices approved by the U. S. Bureau of Public Roads.

13. 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.

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

15. The Commission shall be reimbursed for any and all expenditures, including but not limited to managerial expenses, which it incurs in the performance of this contract. The County's share for any and all expenditures is estimated not to

eed Ninety-two Thousand Dollars, not including rights-of-way as determined by the estimates of the cost involved.

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

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

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

By

Secretary

Chairman and Director of Highways

Approved as to form and legal sufficiency this 9 day of Sept, 1964.

Special Attorney of Maryland

RECOMMENDED FOR APPROVAL:

Chief Engineer 9/14/64
Date

COUNTY COMMISSIONERS OF HOWARD COUNTY, MARYLAND

By

(President)

(Member)

(Member)

ATTEST:

Clerk

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

County Attorney

RECOMMENDED FOR APPROVAL:

County Engineer 9-10-64
Date

56

Mr. Cassell

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

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

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

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

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, OCTOBER 30, 1961
***

Mr Cassell

Chairman and Director Funk executed for and on behalf of the Commission agreement, in triplicate, dated October 30,1961, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein called "Commission," party of the first part, and The Baltimore and Ohio Railroad Company, party of the second part, therein called "Railroad," said agreement having previously been executed on the part of the Railroad, approved by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Said agreement provides for the installation and maintenance of flashing light signals at the following grade crossing in Howard County:

Location	County	Route	Federal Aid Project No.
Marriottsville	Howard	County Road	SG-9256 (1)

Copy: Mr. D. H. Fisher
Mr. T. G. Mohler (2)
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs (4)
Mr. G. B. Chaires
Mr. L. W. Carr
Mr. C. S. Linville
Mr. S. T. Nottingham
Mr. C. L. Wannen
Major G. E. Davidson (2)
Md. Traffic Safety Commission
Secretary's File
SRC-Howard County

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. R. J. Hajzyk
Mr. A. L. Grubb (2)
Mr. T. G. Mohler (2)
Mr. L. C. Moser (2)
Mr. C. L. Wannen
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs (4)
Mr. H. C. Bowers
Mr. E. K. Lloyd
Mr. C. S. Linville
Mr. M. D. Philpot (2)
Mr. G. B. Chaires
Mr. F. P. Scrivener
Secretary's File
SRC-Carroll County
SRC-Howard County
Contract Cl-341-10-720; Ho-292-4-720

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

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

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

Copy: Mr. A. S. Gordon (2)
Mr. N. M. Pritchett
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. T. G. Mohler (2)
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
County Commrs. of Howard County
Secretary's File
SRC-Howard County
Contract Ho-176-329

Mr. Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 2, 1960
* * *

CO 2511 (8/5/92-KJP)
~~CO 278~~
TAB. 1955

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 numbered as hereinafter specified; now therefore

BE IT RESOLVED by the State Roads Commission of Maryland that the following described section of State Highway, located in Howard County, Maryland, be, and it is, hereby transferred to the Governing Body of Howard County for maintenance purposes, subject to the continuance in effect of the controls relating to access, as designated on special Plat No. 23558.

Former Route Nos.	From	To	Length	SRC Plat Nos.
U.S. 40 (144)	Station 283+	A point opposite Station 279+ at the point where it connects with the 40-ft. right of way.	560 ft. 0.11 mile	23558

ATTEST:

(Sgd) C. R. Pease
Secretary

STATE ROADS COMMISSION OF MARYLAND

By (Sgd) John B. Funk
Chairman and Director of Highways

Copy: Mr. A. T. Hudson (2)
Mr. A. M. Reinhart
Mr. D. H. Elmer
Mr. J. Dwyer
Mr. W. A. Hopkins
Mr. G. L. Robinson
Mr. T. E. Chelios
Mr. T. E. Berkness
Mr. L. C. Auer (2)
Mr. R. R. Lewis, Jr. (2)
Mr. C. L. Weaver
Mr. T. C. Mahlie (2)
Mr. H. C. Cowan (2)

Mr. J. C. Jones
Mr. J. J. Judge (2)
Mr. E. C. Sayers
Mr. S. R. Weaver
Mr. Harold Lee
Mr. R. R. Wilson (2)
Mr. J. E. Cooper
Resident Engineer, Anderson, Jr. Div.
County Clerk, Shasta County
Secretary of State
Director of Finance
Highway Commission
Federal Highway Administration

Certified true excerpt of resolution adopted by the State Highway Commission on the date stated, adopted unanimously, March 6, 1968

* * *

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

WHEREAS, under authority contained in Section 73 of Article XXX of the Administrative Code of California, the State Highway Commission is empowered to transfer State Highways, or portions thereof, to the governing bodies of the several Counties of California, for maintenance purposes, and

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

BE IT RESOLVED by the State Highway Commission of California that the following described portion of State Highway, located in Shasta County, be, and it is, hereby relinquished to the Governing Body of Shasta County for maintenance purposes, subject to the continuance in effect of the controls relating to access, as described on special Plan No. 35520.

Route Code No.	From	To	Length	Old Plan No.
S.R. 40 (IAA)	Station 385+	A point opposite Station 277+ at the point where it connects with the 40-ft. right of way.	380 ft.	32420

ATTEST:

Cecil E. Dean
Secretary

STATE HIGHWAY COMMISSION OF CALIFORNIA

By Frank C. Boyd
Chairman and Director of Highways

At the regular meeting of the County Commissioners of Howard County, Maryland, held at its office on March 16, 1960, upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, the State Roads Commission, at its meeting held on March 2, 1960, 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 County Commissioners of this county are willing to accept the aforesaid road into the County Road System, for maintenance purposes; now, therefore,

BE IT RESOLVED by the County Commissioners of Howard County, Maryland, that the foregoing road, transferred by the State Roads Commission of Maryland to this County by virtue of the resolution adopted by the State Roads Commission on March 2, 1960, be, and it is, hereby accepted into the County Road System of this County.

ATTEST:

COUNTY COMMISSIONERS OF HOWARD COUNTY, MARYLAND

(Sgd) Lloyd G. Taylor
Chief Clerk to the Board of County Commissioners

By (Sgd) Charles M. Scott
President

Mr Cassell
Hold until SRC
Intersection and
County has County
has accepted.
2/23/60

Mr. Lewis

February 17, 1960

Re: Transfer of section of old U. S. 40
(now State Rte. 144) to Howard County
R/W File: 26316

Co 2511 - 8/5/92 KJP
Co 2448
TAB. 1935

State Roads Commission
Baltimore, Maryland

Gentlemen:

On July 12, 1958, the Commission approved recommendations of Chief Engineer Pritchett as contained in his letter dated May 28, 1958 to the Commission, covering arrangements for channelization of the intersection of old U. S. 40 with the Baltimore National Pike in the Pine Orchard area involving the transfer of 560 feet of the old road to the Howard County system.

The County Commissioners of Howard County have previously agreed to accept this area in the county system, this Department having been notified to that effect by a letter dated May 3, 1958 from Lloyd G. Taylor, Clerk to the County Commissioners of Howard County.

All work has been completed, and this Department recommends the passage by the Commission of the attached resolution, which will formally transfer this section to the county.

Very truly yours,

LeRoy C. Moser
Chief, Right of Way Division

RDW:hra

cc: Mr. George N. Lewis, Jr. - Chief, Traffic Bureau, Engineering Division
Mr. Thomas G. Mohler, District Engineer
Mr. H. D. Reilly, Specifications and Contracts Section
Engineering Division
Mr. Norman M. Pritchett, Chief Engineer

RESOLUTION

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

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

WHEREAS, 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 numbered as hereinafter specified; now therefore

BE IT RESOLVED by the State Roads Commission of Maryland that the following described section of State Highway, located in Howard County, Maryland, be, and it is, hereby transferred to the Governing Body of Howard County for maintenance purposes, subject to the continuance in effect of the controls relating to access, as designated on special Plat No. 23558.

Former Route Nos.	From	To	Length	SRC Plat Nos.
U.S. 40 (144)	Station 283+	A point opposite Station 279+ at the point where it connects with the 40-Ft. right of way.	560-Ft.	23558

ATTEST: STATE ROADS COMMISSION OF MARYLAND

..... By .....
C. R. Pease, Secretary John B. Funk
Chairman & Director of Highways

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

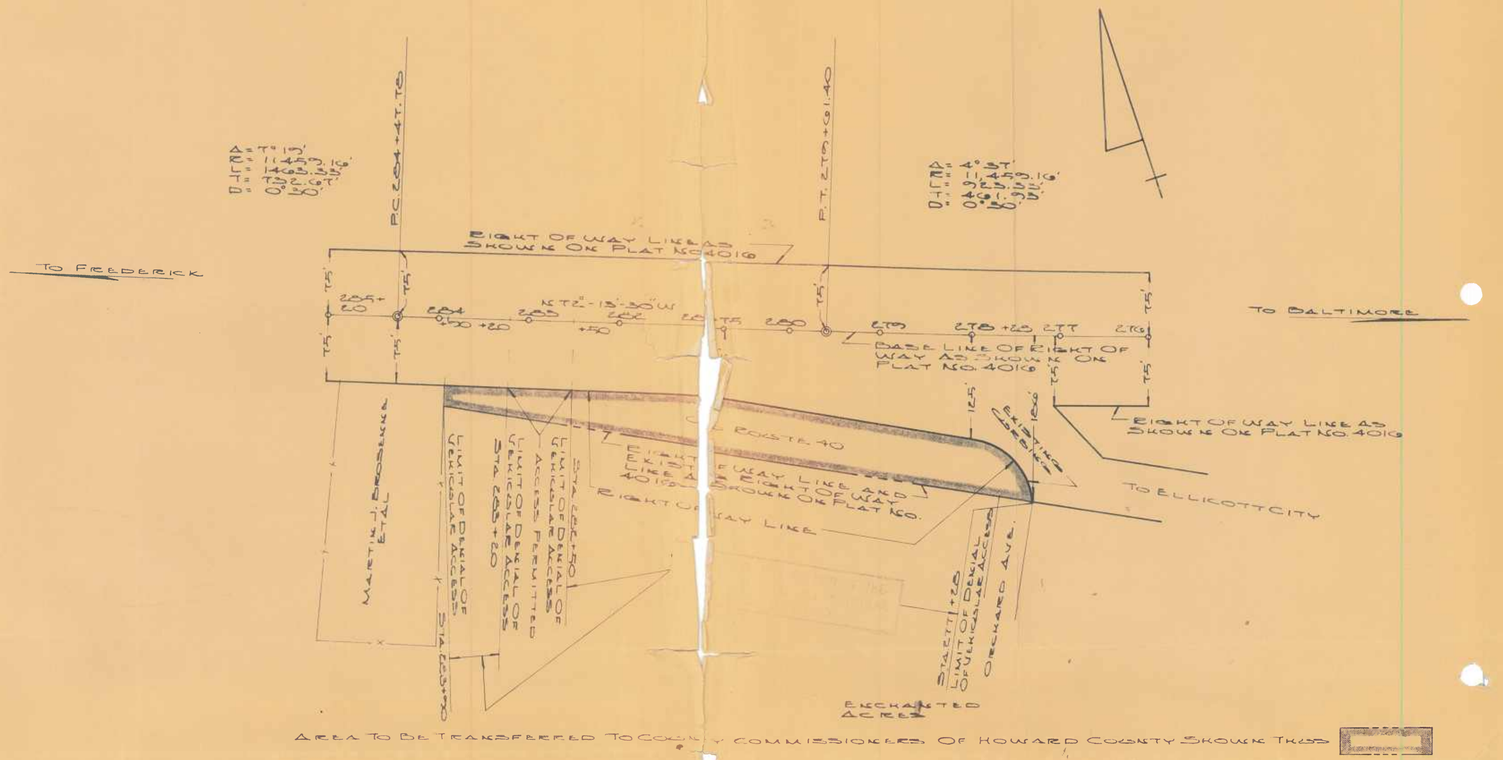
WHEREAS, the State Roads Commission, at its meeting held on , did formally transfer to this County, for maintenance purposes, and subject to the continuance in effect of the controls of access shown and/or designated on the hereinbefore mentioned plat, the State Road described in the foregoing section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

BE IT RESOLVED by the County Commissioners of Howard County, Maryland, that the foregoing road, transferred by the State Roads Commission of Maryland to this County by virtue of the resolution adopted by the State Roads Commission on , be, and it is, hereby accepted into the County Road System of this County.

ATTEST: COUNTY COMMISSIONERS OF HOWARD COUNTY, MARYLAND

..... By .....
Chief Clerk to the Board of County Commissioners President

NOTE: A MODIFIED TYPE DRAINAGE STRUCTURE FOR THE PROPOSED IMPROVEMENTS IS INCLUDED STRUCTURES AT THE FOLLOWING STATIONS:
STA. 277±
STA. 270±
STA. 287±



AREA TO BE TRANSFERRED TO COUNTY COMMISSIONERS OF HOWARD COUNTY SHOWN THUS

LOCATED IN HOWARD COUNTY

PREPARED BY
RIGHT OF WAY DIVISION - PLAT SECTION
Arthur G. Perkins
ASSISTANT RIGHT OF WAY ENGINEER

REVISIONS

STATE ROADS COMMISSION
OF MARYLAND

SECTION OF OLD ELLICOTT AT PINE ORCHARD (TO BE TRANSFERRED BY STATE ROADS COMMISSION OF MD. TO COUNTY COMMISSIONERS OF HOWARD CO.)

SCALE: 1" = 100'
ISSUED February 17, 1960
Leroy C. Moore
RIGHT OF WAY ENGINEER

CONTRACT No. HO-176-320

PLAT No. 23558

NAMES OF REPORTED PROPERTY OWNERS AS SHOWN ON THIS PLAT ARE THOSE OF ORIGINAL GRANTORS TO THE COMMISSION. THE APPROXIMATE PROPERTY LINES SHOWN WERE NOT ESTABLISHED BY ACTUAL SURVEY BUT ARE INTENDED FOR AN APPROXIMATE GUIDE ONLY.

HOWARD COUNTY

Mr. Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, FEBRUARY 17, 1959
* * *

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

On recommendation of Chief Engineer Pritchett in letter of February 17, 1959, the Commission executed triplicate copies of agreement by and between the State Roads Commission of Maryland, therein called "The State," and the County Commissioners of Howard County, therein called "The County," wherein the parties thereto agree as to the participation of each in connection with the improving and relocating of Md. Route 32 between the county road known as Burntwood Road and the county road known as Highland Road, in Howard County, for a distance of approximately 3.6 miles; and the resurfacing of 1.2 miles of existing Md. Route 32 from Dayton to Highland Road and a 2.4 mile section from Dayton to Burntwood Road, as more fully set forth therein.

C042

C054

The said agreement had previously been executed by the County and approved as to form and legal sufficiency by Special Attorney F. A. Puderbaugh.

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. Mannen
Mr. W. A. Jordan (2)
Mr. F. V. Dreyer
Mr. L. C. Moser (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. S. Gordon
Mr. R. E. Jones
Mr. T. G. Mohler (2)
Howard County Commissioners (3)
SRC-Howard County
Secretary's File
Records & Research Section, R/W Div.

FILE

HOWARD COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, AUGUST 5, 1958
***

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

On recommendation of Chief Engineer Pritchett, as set forth in his letter of August 4, 1958, the following final estimate was approved for payment, this bridge to remain in the County System for maintenance by Anne Arundel and Howard Counties:

Final estimate of $3,045.13 for completion of construction of single span prestressed concrete beam bridge on Hanover Road over Deep Creek at Race Road, our Contract AA-519-1-517; Ho-303-1-717; FAP #S-66 (3), The John D. Sheetz Construction Company, contractor. The contract for this work was awarded November 29, 1957 and was completed June 2, 1958. The total amount of this contract is $46,086.53.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. T. G. Mohler (2)
Mr. E. G. Duncan (2)
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. A. L. Grubb (2)
Mr. G. N. Lewis, Jr. (8)
Mr. W. O. Robins
Co. Commrs. of Anne Arundel Co.
" " " Howard Co.
SRC-Anne Arundel County
SRC-Howard County
Contract AA-519-1-517; Ho-303-1-717; FAP#S-66(3)
Secretary's File #26836
Mr. A. F. Shure
Mr. H. C. Bowers

Mr. Cassell

HOWARD COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JUNE 12, 1958
***

12 year program change

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

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

WHEREAS, the State Roads Commission of Maryland is empowered to substitute projects or portions thereof in the Twelve Year Program, with compensating mileage, from one construction period to another, when mutually agreed upon by the Governing Bodies of the several Counties of Maryland and the County Delegations, and

WHEREAS, the Governing Body and County Delegation of Howard County have agreed with the Commission to make certain substitutions on projects or portions thereof in the 12 Year Program,

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following described sections of State Roads in the Twelve Year Program, located in Howard County, be and they are hereby substituted one for another as indicated below:

Route No.	From	To	Miles
Md. 216	Laurel	North of Highridge	1.50
	(Advanced from 2nd to 1st 4 years of 12 Year Program)		
Md. 32	U. S. 1	Westerly	1.50
	(As a substitution for advancement of above project, the construction of this project may be delayed for approximately one year)		

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. G. N. Lewis, Jr. (8)
Mr. T. G. Mohler (2)
Mr. W. A. Friend
Mr. F. P. Scrivener
Secretary's File #18964
" "
Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. F. V. Dreyer
Mr. C. W. Clawson (4)
Mr. A. L. Grubb
Mr. L. C. Moser (2)
Mr. C. S. Linville
Mr. H. G. Downs (2)
SRC-12 Yr. Program
" -Howard County

State Hwy. System

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, NOVEMBER 19, 1957
***

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

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

WHEREAS, the Baltimore Harbor Tunnel and its Approaches will soon be completed and opened to traffic, and

WHEREAS, said facility is being financed from the proceeds of revenue bonds which bonds will be amortized through the collection of tolls imposed upon the users of the facility and other toll facilities in Maryland, and

WHEREAS, in order that there be no question concerning the jurisdiction of and the right of the law enforcement officers of the State Roads Commission, the Department of Maryland State Police, Baltimore City, Anne Arundel, Baltimore and Howard Counties, to enforce the laws and regulations relating to the use of said facility, it is deemed desirable to proclaim said facility and its approaches as an integral part of the State Highway System of Maryland as of the day and hour it is opened to traffic.

NOW, THEREFORE, BE IT RESOLVED BY THE STATE ROADS COMMISSION OF MARYLAND, That the Baltimore Harbor Tunnel and its Approaches is hereby designated and made a part of the State Roads System of Maryland as of the day and hour it is opened to traffic.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins (2)
Mr. L. J. O'Donnell (6)
Mr. C. L. Wannen
Mr. J. D. Buscher
Patapsco Tunnel-General
P.T. Binder
SRC-Rules & Regulations
Major W. H. Weber (2)
Baltimore City Police Dept.
Anne Arundel Co. " "
Baltimore County " "
Howard County " "
Mr. P. A. Morison
Mr. E. C. Chaney (2)
Mr. E. G. Duncan (2)
Mr. T. G. Mohler (2)
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. A. F. DiDomenico
Mr. C. W. Clawson (4)
Mr. G. N. Lewis, Jr. (8)
SRC - AA, B, BC, HO Files
Mr. C. S. Linville

Anne Arundel County
Baltimore County
Howard County

COPY

Frederick, Maryland
December 14, 1956

Re: State Route 144
Baltimore County Line
to US Route 40
Pine Orchard

County Commissioners of Howard County
Ellicott City
Maryland

Attention Mr. Norman Moxley, President

Gentlemen:

On the 29th day of November, 1955, at the regular meeting of the Board of County Commissioners of Howard County, a resolution was duly moved, seconded, and adopted, agreeing to the change of status of certain roads in Howard County from state roads to county roads and certain other roads from county roads to state roads with three of the designated roads being subjected to special consideration.

State Route 94, 13-29 the Woodbine Road, became eligible for exchange on August 30, 1956, at which time you were so advised in the cross over as specified to be constructed at the Howard County Fairgrounds had been completed.

On November 21, 1956, the resurfacing of State Route 144, Main Street in Ellicott City from the Baltimore County line to the end of the old car tracks, and State Route 102, St. Paul Street from Maryland Avenue to the beginning of the county maintenance, was completed. In addition, the state forces have removed the projecting corner on St. Paul Street and have constructed a concrete curbing in this area and are now in the process of completing the retaining wall which is all in accordance with our agreement of November 29, 1955, and this office therefore feels that you should take over the maintenance of State Route 144 from the Baltimore County line to Pine Orchard and St. Paul Street, State Route 102, from Maryland Avenue to the beginning of the county road as of November 22, 1956. 13-29

Very truly yours,

Thomas G. Mohler
District Engineer

TGM:ss
cc: Mr. C. A. Goldstein
Mr. W. B. Duckett
Mr. G. N. Lewis, Jr.
Mr. F. L. Smith
Mr. H. B. Noll

COPY

Frederick, Maryland
December 14, 1956

Re: State Route 144
Baltimore County Line
to US Route 40
Pine Orchard

County Commissioners of Howard County
Ellicott City
Maryland

Attention Mr. Norman Moxley, President

Gentlemen:

On the 29th day of November, 1955, at the regular meeting of the Board of County Commissioners of Howard County, a resolution was duly moved, seconded, and adopted, agreeing to the change of status of certain roads in Howard County from state roads to county roads and certain other roads from county roads to state roads with three of the designated roads being subjected to special consideration.

State Route 94, the Woodbine Road, became eligible for exchange on August 30, 1956, at which time you were so advised in the cross over as specified to be constructed at the Howard County Fairgrounds had been completed.

On November 21, 1956, the resurfacing of State Route 144, Main Street in Ellicott City from the Baltimore County line to the end of the old car tracks, and State Route 102, St. Paul Street from Maryland Avenue to the beginning of the county maintenance, was completed. In addition, the state forces have removed the projecting corner on St. Paul Street and have constructed a concrete curbing in this area and are now in the process of completing the retaining wall which is all in accordance with our agreement of November 29, 1955, and this office therefore feels that you should take over the maintenance of State Route 144 from the Baltimore County line to Pine Orchard and St. Paul Street, State Route 102, from Maryland Avenue to the beginning of the county road as of November 22, 1956.

Very truly yours,

Thomas G. Mohler
District Engineer

TGM:ss
cc: Mr. C. A. Goldstein
Mr. W. B. Duckett
Mr. G. N. Lewis, Jr.
Mr. F. L. Smith
Mr. H. B. Noll

HOWARD COUNTY

COPY

STATE ROADS COMMISSION

State Roads Commission
TRAFFIC DIVISION
DEC 17

Geo. R. Lewis, Jr.
Director

Frederick, Maryland
December 14, 1956

Re: State Route 144
Baltimore County Line
to US Route 40
Pine Orchard

County Commissioners of Howard County
Ellicott City
Maryland

Attention Mr. Norman Morley, President

Gentlemen:

On the 26th day of November, 1955, at the regular meeting of the Board of County Commissioners of Howard County, a resolution was duly moved, seconded, and adopted, agreeing to the change of status of certain roads in Howard County from state roads to county roads and certain other roads from county roads to state roads with three of the designated roads being subjected to special consideration.

State Route 94, the woodbine Road, became eligible for exchange on August 30, 1956, at which time you were so advised in the the cross over as specified to be constructed at the Howard County Fairgrounds had been completed.

On November 21, 1956, the resurfacing of State Route 144, Main Street in Ellicott City from the Baltimore County line to the end of the old car tracks, and State Route 102, St. Paul Street from Maryland Avenue to the beginning of the county maintenance, was completed. In addition, the state forces have removed the projecting corner on St. Paul Street and have constructed a concrete curbing in this area and are now in the process of completing the retaining wall which is

Howard County

COPY

STATE ROADS COMMISSION

all in accordance with our agreement of November 29, 1955, and this office therefore feels that you should take over the maintenance of State Route 144 from the Baltimore County line to Pine Orchard and St. Paul Street, State Route 102, from Maryland Avenue to the beginning of the county road as of November 22, 1956.

Very truly yours,

Thomas G. Mohler

Thomas G. Mohler
District Engineer

TGM:vs

cc: Mr. G. A. Goldeisen
Mr. U. M. Duckett
Mr. G. N. Lewis, Jr.
Mr. F. L. Smith
Mr. H. H. Noll

HOWARD COUNTY

November 28, 1956

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

Dear Mr. Mohler: Exchange of Roads

I acknowledge copy of your letter of November 27 to the Bituminous Construction Company advising of your acceptance of Contract HO-270-2-720, the improvement of Md. 144 through Ellicott City and Md. 102-St. Paul Street in Ellicott City.

As you know, the County Commissioners of Howard County passed a resolution on November 29, 1955, approved by the State Roads Commission at its meeting on December 13, 1955, whereby the County Commissioners of Howard County agreed to accept as part of their County Road System, Md. 144 from the Baltimore County line to Pine Orchard, a distance of 4.33 miles, upon completion of the resurfacing of the section of this highway through Ellicott City. The County Commissioners also agreed to accept Md. 144-St. Paul Street in Ellicott City, a distance of 0.28 mile upon the elimination of the angled projection of the existing wall on the property occupied by Saint Paul's Catholic Church. 102

If the above mentioned contract has fulfilled our obligations, we should cease maintenance of these two highways and we will give the County credit for the additional 4.61 miles as of December 1, 1956, in order that they will begin to receive payments for the additional mileage on July 1, 1957.

Kindly advise concerning this matter.

Very truly yours,

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

c
cc: Mr. Pritchett
Mr. Bunting
Mr. Jaworski
Mr. Hicks
Mr. Mintiens

HOWARD COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, DECEMBER 13, 1955
***

ROAD EXCHANGE

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

For the purpose of record, in connection with the exchange of roads in Howard County, the Board of County Commissioners of Howard County, in resolution adopted November 29, 1955, agreed as follows:

"AND BE IT FURTHER RESOLVED by the Board of County Commissioners of Howard County that the following State Road located in said Howard County will and shall be accepted into the County Road System of said Howard County immediately upon the completion by the State Roads Commission of Maryland of the resurfacing with asphaltic concrete of that portion of said road through Ellicott City where the street car tracks of the Baltimore Transit Company now exist and upon the providing by said Commission of a cross-section that will shed surface water into the gutters of said portion of said road:

Map No.	Route	From	To	Miles	Width
10	✓Md 144	Balto. Co. Line	US 40 (Pine Orchard)	(0.54)	32'
		(Thru Ellicott City)		(3.79)	20'

New Co 278

BE IT FURTHER RESOLVED by the Board of County Commissioners of Howard County that the following State Road located in said Howard County will and shall be accepted into the County road system of said Howard County immediately upon the completion by the State Roads Commission of Maryland of such improvements thereto as may be necessary to eliminate the angled projection of the existing wall on the property adjacent to said road and now occupied by Saint Paul's Catholic Church:

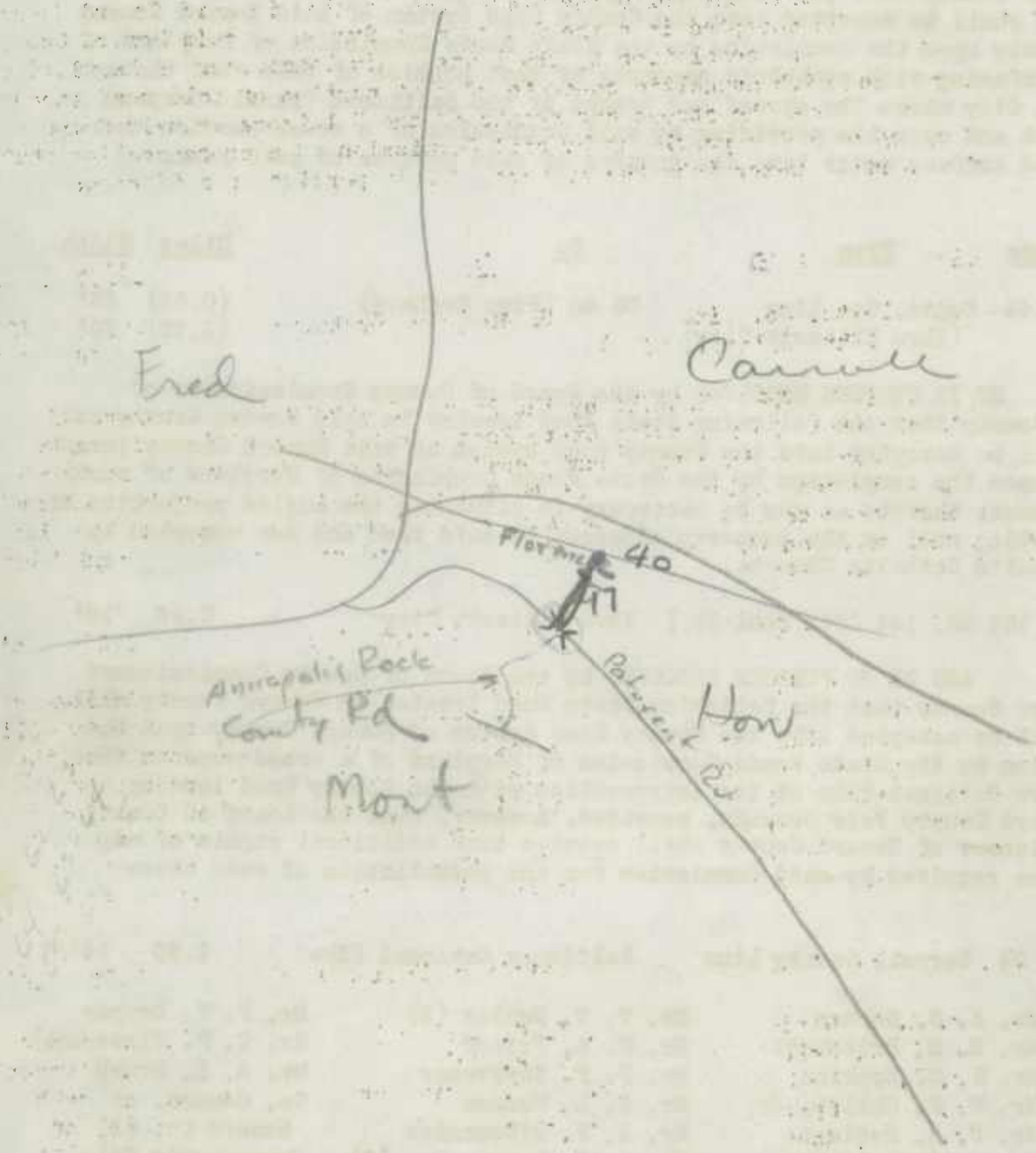
11	✓Md. 102	Md. 144 (St. Paul St.)	Thru Ellicott City	0.28	18'

AND BE IT FURTHER RESOLVED by the Board of County Commissioners of Howard County that the following State Road located in Howard County will and shall be accepted into the County Road System of Howard County upon the completion by the State Roads Commission of Maryland of a cross-over on the Baltimore National Pike at its intersection with the County Road leading to the Howard County Fair Grounds, provided, however, that the Board of County Commissioners of Howard County shall acquire such additional rights of way as may be required by said Commission for the installation of said cross-over:

Const. Completed 8/30/56 (11/14/56 Mohler)

27	✓Md. 94	Carroll County Line	Baltimore National Pike	1.30	14'

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. W. F. Childs, Jr.
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. T. G. Mohler (2)
Mr. W. A. Friend
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser
Mr. F. V. Dreyer
Mr. C. W. Clawson(4)
Mr. A. L. Grubb
Co. Commrs. of Howard Co. (3)
Secretary's File
SRC-Howard County


Fred
Carroll
Flat Rock
40
17
Annapolis Rock
County Rd
Potomac Rd
Hon
Mont

HOWARD COUNTY

At the regular meeting of the State Roads Commission of Maryland held at the office of the said Commission on the 13th day of December, 1955, the following resolution was duly moved, seconded and adopted:

WHEREAS, the State Roads Commission and the County Commissioners of Howard 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 Howard County from State roads to County roads and certain other roads from County roads to State roads, and

WHEREAS, the County Commissioners of Howard County by resolution adopted November 29, 1955 have formalized the agreement for such transfer,

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

State

Map No.	Route	From	To	Miles
22	Md. 97 Ext.	1.1 miles N. of Cooksville	Carroll County Line	1.34
23	Md. 94 Ext.	1.2 miles S. of Florence	Montgomery County Line	1.67
24	Jonestown Rd.	Md. 175 @ Jonestown	US 29 @ Columbia	2.16
25	Md. 32 Ext.	US 1 @ Savage	Anne Arundel County Line	1.67
26	Md. 176 Ext. by reloc.	US 1 northwest	Md. 103 nr. Pfeiffer's Corner	2.40
			Total	9.24

ALT. 29

MD 539 changed to MD 108

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

County

Map No.	Route	From	To	Miles
1	Md. 532	North of Poplar Springs	Twd. Carroll Co. Line	0.94
2	Md. 476	Md. 144 northerly		1.12
3	Md. 101	Md. 99	Carroll Co. Line	2.51
4	Md. 125	Md. 99	Woodstock (Balto. Co. Line)	1.23
5	Md. 100	Md. 105	Baltimore County Line	1.47
6	Md. 96	Md. 144	Daisy	2.96
7	Md. 583	Bunker Hill Road	Twd. Daisy Road 13-32	1.19
8	Md. 98	Md. 144	Glenelg	6.34
9	Md. 99	Md. 100	Md. 144	(2.01 (0.37
12	Md. 104	Balto. Co. Line (Ilchester)	Md. 103	2.89
13	Md. 217	Md. 103 (W. of Elkridge)	Twd. Md. 104	1.43
14	Md. 215	Md. 103	US 1 (Elkridge)	2.01
15	Md. 321	Md. 477	US 1 and spurs	0.58
17	Md. 103	US 1 at Elkridge	Westerly	3.47
[illegible]	Md. 597	US 1 (at Dead Man's Curve)	US 1	0.10
[illegible]	Md. 32 (old)	In Atholton (remains of Md. 32 from relocation)		0.42
[illegible]	Md. 723	Md. 175	B & O RR barricade	0.38
21	Md. 527	US 1 in Elkridge	Dead end	0.06
			Total	31.48

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:

HOWARD COUNTY

1. The effective date for such transfer of roads be July 1, 1956.

2. The basis for allocation of funds will include this additional County road mileage in the allocation to Howard County beginning July 1, 1956.

3. That such exchange be made on an "as is basis", which pertains to the present condition of the roads involved.

ADOPTED THIS 13th DAY OF DECEMBER, 1955

STATE ROADS COMMISSION OF MARYLAND

By_____
Russell H. McCain, Chairman

Attest:

_____
C. R. Pease, Secretary

Copy: Mr. R. H. McCain
Mr. W. F. C[illegible]ds, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. E. C. Chaney
Mr. T. G. Mohler
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. A. F. DiDomenico
Mr. Allan Lee
Mr. G. N. Le[illegible], Jr.
Mr. A. L. Grubb
Secretary's File (2)
Co. Commrs. of Balto. Co.
Co. Commrs. of Howard Co.
SRC-Balto. Co.
SRC-Howard Co.

Geo. N. Lewis, Jr.
Director

AUG 24 1953

State Roads Commission
TRAFFIC DIVISION

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, AUGUST 7, 1953

***

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

The Commission approved and accepted the following deeds from the County Commissioners of Baltimore and Howard Counties, transferring to the State of Maryland, to the use of the State Roads Commission, all their right, title and interest in Ilchester Bridge, and its appurtenances:

"THIS DEED, Made by the COUNTY COMMISSIONERS OF BALTIMORE COUNTY, a corporation and body politic of the State of Maryland, Grantor, Witnesseth:

Pursuant to the power and authority vested in them by Chapter 645 of the Acts of 1943 of the General Assembly of Maryland (Article 89-B, Section 10 of the Code of Public General Laws of the State of Maryland) as amended, and for a good and valuable consideration, the said Grantor does hereby transfer, grant and convey all its right, title and interest in Ilchester Bridge, and its appurtenances, in the First Election District of Baltimore County, State of Maryland, to the State of Maryland, to the use of the State Roads Commission of Maryland.

AS WITNESS the execution of this Deed by the said Grantor this 25th day of June, 1953.

COUNTY COMMISSIONERS OF BALTIMORE COUNTY
(SEAL)

ATTEST:

By Michael J. Birmingham
Michael J. Birmingham, President

Frank M. Schuler
Frank M. Schuler, Secretary"

"THIS DEED, Made this 4 day of August, in the year nineteen hundred and fifty-three, by the County Commissioners of Howard County, a body corporate and politic of the State of Maryland, Grantor.

WITNESSETH: Pursuant to the power and authority vested in them by Chapter 645 of the Acts of 1943, of the General Assembly of Maryland (Article 89-B, Section 10 of the Code of Public General Laws of the State of Maryland) as amended, and for a good and valuable consideration, the said Grantor does hereby transfer, grant and convey, all its right, title and interest in Ilchester Bridge, and its appurtenances, in the First and Second Election Districts of Howard County, State of Maryland, to the State of Maryland, to the use of the State Roads Commission of Maryland.

copy:

Mr. T. D. Dolan
Mr. D. E. Duke, Jr.
Mr. R. C. Dupree
Mr. P. A. Durham
Mr. G. A. Gatlinson
Mr. E. C. Gaskey
Mr. T. M. Kelly
Mr. F. L. Lovelady
Mr. D. L. Hanson
Mr. C. J. Robinson

Mr. Allen Lee
Mr. D. E. Lee, Jr.
Mr. A. M. Lee
Commerce Fels (3)
Co. Comm. of Bastrop Co.
Co. Comm. of Hamrick Co.
Co. Atlas, Co.
Co. Hamrick Co.

Geo. M. Trevino, Jr.
Pres.

AUG 20 1969

TEXAS DEPT. OF HIGHWAYS
Austin, Travis County, Texas

COUNTY OF HAYS

THIS DEED, made this a day of August, in the year nineteen hundred and sixty-three, by the County Commissioners of Hays County, a body corporate and politic of the State of Texas, Grantor,

WITNESSETH: Grantor hath been and hereby vested in Texas by Chapter 258 of the Acts of 1953, of the General Laws of the Land (Article 6674-3), Section 10 of the Code of Public General Laws of the State of Texas, as amended, and for a good and valuable consideration, the said Grantor does hereby convey, grant and convey, all rights, title and interest in Blanco Drive, and its appurtenances, in the first and second Blanco Precincts of Hamrick County, State of Texas, to the State of Texas, to be used as the State Highway Commission of Texas.

Witness our hands, on the day of the date first above mentioned.

COUNTY COMMISSIONERS OF HAYS COUNTY
(SEAL)

Frank G. Gardner
Frank G. Gardner, Secretary

Frank G. Gardner
Frank G. Gardner, Secretary

THIS DEED, made this a day of August, in the year nineteen hundred and sixty-three, by the County Commissioners of Hamrick County, a body corporate and politic of the State of Texas, Grantor,

WITNESSETH: Grantor hath been and hereby vested in Texas by Chapter 258 of the Acts of 1953, of the General Laws of the Land (Article 6674-3), Section 10 of the Code of Public General Laws of the State of Texas, as amended, and for a good and valuable consideration, the said Grantor does hereby convey, grant and convey, all rights, title and interest in Blanco Drive, and its appurtenances, in the first and second Blanco Precincts of Hamrick County, State of Texas, to the State of Texas, to be used as the State Highway Commission of Texas.

Witness our hands, on the day of the date first above mentioned.

COUNTY COMMISSIONERS OF HAMRICK COUNTY
(SEAL)

Michael L. Strickland, Secretary

Michael L. Strickland, Secretary

AS WITNESS the execution of this Deed by the said Grantor this 4 day of August, 1953.

COUNTY COMMISSIONERS OF HOWARD COUNTY,
a body corporate and politic,
(SEAL)

ATTEST:

By: Norman E. Moxley
Norman E. Moxley
President.

John L. Iglehart
Clerk.
John L. Iglehart

Howard

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JUNE 25, 1953
***

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

On recommendation of Mr. George N. Lewis, Jr., Director of the Traffic Division, in letter dated June 19, 1953, the Commission executed standard form of agreement, in quadruplicate, dated June 17, 1953, by and between Allen W. Getz and Marie E. Getz, his wife, owners of land situated at the intersection of Baltimore National Pike, U.S. Route 40, (Frederick Road), and Maryland Route 99 (St. John's Lane), and State Roads Commission of Maryland, relative to place of business (Getz's Restaurant) upon the aforesaid land and construction of pavement, curbing and islands lying in part within the right-of-way reserved to the Commission for highway purposes in accordance with plan attached to said agreement and upon conditions set forth therein.

This agreement, which had previously been executed by Allen W. Getz and Marie E. Getz, his wife, has been approved as to legal sufficiency by Special Attorney Andrew W. Starratt, Jr.

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison
Mr. G. N. Lewis, Jr.
Mr. T. G. Mohler
Mr. L. C. Moser
Secretary's File
SRC-Howard County

SRC Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, MARCH 23, 1953

***

Present: Mr. Russell H. McCain, Chairman, and Mr. David M. Nichols.

On recommendation of Mr. George N. Lewis, Jr., Director of the Traffic Division, concurred in by Assistant Chief Engineer P. A. Morison in letter dated February 26, 1953, the Commission executed standard form of agreement, in quadruplicate, dated January 30, 1953, by and between William L. Buell and Rose Buell, his wife, owners of land situated at the intersection of U. S. Route 40 (Frederick Road) and Maryland Route 105 (Rogers Avenue), Howard County, and State Roads Commission of Maryland, relative to construction of a place of business upon the aforesaid land and construction of pavement, curbing and islands lying in part within the right-of-way reserved to the Commission for highway purposes, in accordance with plan attached to said agreement and upon conditions set forth therein.

This agreement, which had previously been executed by William L. Buell and Rose Buell, his wife, has been approved as to legal sufficiency by Special Attorney F. A. Puderbaugh.

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison
Mr. G. N. Lewis, Jr.
Mr. T. G. Mohler
Mr. L. C. Moser
Secretary's File

THIS AGREEMENT made this 30th Day of January 1953.

by and between William L. Buell and Rose Buell his wife,

owners of land situated at the intersection of U. S. Route 40 (Frederick Road) and Maryland Route 105 (Rogers Ave.)

(hereinafter called the "Owner") and STATE ROADS COMMISSION OF MARYLAND, an agency of the State of Maryland (hereinafter called the "Commission) witnesseth:

WHEREAS the Owner intends to construct a place of business upon the aforesaid land in accordance with plans attached hereto, and to construct pavement, curbing and islands lying in part within the right-of-way reserved to the Commission for highway purposes, all as shown on the plan attached to this Agreement; and

WHEREAS the Commission is willing to permit such construction, but only upon the conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the sum of One Dollar ($1.00) paid by each of the parties to the other, receipt whereof is hereby acknowledge, it is mutually promised and agreed as follows:

(1) The Commission hereby grants permission for such improvements to be constructed by the Owner and to remain as shown on the attached plans until the Commission shall give notice to the Owner as hereinafter stated.

(2) The Owner agrees that construction of any improvements within the right-of-way of the Commission, or upon any land which at the date of this Agreement may have been dedicated to public use and which land so dedicated at the date of this Agreement shall hereafter become a part of the Commission's right-of-way, shall be subject to the obligation of the Owner to remove the said improvements, in whole or part as the Commission shall direct, upon notice from the Commission that such removal is necessary. The Owner further agrees that such removal shall be accomplished without expense to the Commission and will be completed at the time fixed by the Commission for such removal in such notice, but such time shall not be less than ninety (90) days from the date of such notice.

(3) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their heirs, personal representatives, successors, grantees and assigns.

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

Hobart B. Nace — Witness

William L. Buell — Owner

Hobart B. Nace — Witness

Rose Buell — Owner's wife

STATE ROADS COMMISSION
OF MARYLAND

_____ Witness	By Russell T. McBain Chairman
E. Phan Witness	David M. Hirshfeld Member
_____ Witness	_____ Member
_____ Witness	_____ Secretary

Approved as to legal sufficiency

J. A. Prudhomme
Special Attorney

Copy: Messrs. McCain
Childs, Jr.
Hopkins
Morison
Goldeisen
Shure
Mohler
Scrivener
County Commissioners of Howard County

DiDomenico
Lewis, Jr.
Lee
Grubb
Moser
Wannen
Bowers
Rice

Mr. Cassell

Howard

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, NOVEMBER 26, 1952
***

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

In a letter to the Commission, dated November 24, 1952, Chief Engineer W. F. Childs, Jr. refers to earlier presentation of approximate cost estimate for reconstruction of Md. Route 105, Rogers Avenue in Howard County, from Md. 144 to US 40, and subsequent request from the Board of County Commissioners of Howard County for certain changes in alignment which would involve leaving Md. 105 at the end of the tangent south from US 40, bearing southerly and easterly to intersect Md. 144 (old US 40), closer to Ellicott City.

At the meeting of the Commission March 3, 1952 approval was given to recommendations of the Chief Engineer outlined in letter dated February 7, following which the Chief Engineer, under date of March 17, 1952, addressed a letter to Mr. Norman E. Moxley, President, Board of County Commissioners of Howard County, outlining certain conditions and requesting formal action by the Howard County Commissioners incorporating such conditions.

Mr. Childs submits with his November 24 letter a resolution adopted by the Board of County Commissicners of Howard County July 1, 1952, reading as follows:

"WHEREAS, at a regular meeting of the Board of County Commissioners, a body corporate and politic, held on the 1st day of July, 1952, on motion of Norman E. Moxley, seconded by E. Walter Scott and made unanimous by the Board, the following resolution was adopted for the relocation of a portion of Rogers Avenue in the Second Election District of Howard County, Maryland.

RESOLVED, that the Board of County Commissioners of Howard County will obtain, without cost to the State Roads Commission of Maryland, the rights of way to accomodate a road designed to the State's standards along the relocation, purple and red, from Maryland 144, northwesterly, to intersect Maryland 105 at the end of the tangent south of U.S. 40 and indicated on the quadrangle sheet as points "A" to "B", and as further indicated on plat of the State Roads Commission dated April, 1952, furnished to the Board of County Commissioners of Howard County.

BE IT FURTHER RESOLVED, that the Board of County Commissioners of Howard County will not be responsible for the cost of the road as mentioned in this resolution except the cost of securing the necessary rights of way as herein mentioned.

AND BE IT FURTHER RESOLVED, that the Board of County Commissioners of Howard County will release to the State of Maryland for the use of the State Roads Commission for use on the project herein mentioned the Federal Aid secondary funds that have been accumulated to Howard County to the extent that funds might be required to offset the increased cost of said relocation, and to the extent that Federal Aid secondary funds could be used; it being understood that the original plan of the State Roads Commission was to widen and resurface Route 105 at an estimated cost of $75,000.00, and that said project has now been increased to an estimated cost of $197,436.72, therefore, the Federal Aid secondary funds accumulated to Howard County will be released to the State Roads Commission for said use between the estimated cost of $75,000.00 and $197,436.72, but in no event to exceed the sum of $150,964.00.

By order of the Board of County Commissioners of Howard County,

Norman E. Moxley
Norman E. Moxley, President

ATTEST:

E. Walter Scott
E. Walter Scott, Member

John L. Iglehart
. . . . . .
John L. Iglehart
Clerk

(SEAL)

Robey H. Mullinix
Robey H. Mullinix, Member"

The Commission approved the recommendation of Mr. Childs and accepted the said Resolution as evidence of an understanding between the State Roads Commission and the Board of County Commissioners of Howard County, with respect to financing the reconstruct on of Md. 105, Rogers Avenue, and authorized the Engineering Department to program the work as a Federal Aid Secondary Project.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 23, 1952
***

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

The Commission executed standard form of agreement, in quadruplicate, dated the 27th day of June, 1952, by and between Varsity, Inc., a Maryland Corporation, owners of land situated at Baltimore National Pike and Rogers Avenue, Howard County, Ellicott City, Maryland, and State Roads Commission of Maryland, relative to construction by said owners of a restaurant which is too close to the right of way to permit free circulation of vehicles between the building and the right of way. Said agreement provides for temporary use of a portion of State Roads Commission right of way for construction of channelization by Varsity, Inc. which will permit proper control of traffic movements at the exits and entrances to the property.

This agreement, which had previously been executed by Varsity, Inc., was approved as to legal sufficiency by Special Attorney Andrew W. Starratt, Jr., and recommended for execution by Chief Engineer W. F. Childs, Jr. in letter dated July 17.

Copy: Mr. W. F. Childs, Jr.
Mr. T. G. Mohler
Mr. G. N. Lewis, Jr.
Mr. A. W. Starratt, Jr.
Mr. L. C. Moser
Secretary's File

Thank Ho

2 copies of agreement
1 - Varsity Inc
2 - Mr Lewis Jr

Mr. Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 13, 1951
***

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

The Commission approved recommendation of the Traffic Division outlined in letter of May 9 from Director George N. Lewis, Jr. to Chief Engineer W. F. Childs, Jr., concurred in by the latter in letter dated May 18, that present Alternate Route U. S. 40, which is Old Frederick Road, through Catonsville and Ellicott City, be designated as Md. Route 144 from the West Baltimore City Line to West Friendship, and further, that when construction of new sections of the Baltimore National Pike (U.S. 40) is completed westward, the Md. Route 144 designation shall be continued westward along the Old Frederick Road.

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison (2)
Mr. C. A. Goldeisen
Mr. Enoch Chaney
Mr. E. G. Duncan
Mr. A. F. Shure
Mr. F. P. Scrivener
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. A. L. Grubb
Mr. C. L. Wannen
Mr. L. W. Kern
Major R. M. Ridgely (2)

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, FEBRUARY 8, 1951
***

Present: Mr. Russell H. McCain, Chairman, Messrs. Avery W. Hall and Leonard E. Kolmer.

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of February 6, 1951 to the State Roads Commission, the following final estimate was approved for payment, this section of road to remain in the County system for maintenance by Howard County. 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 $1,727.93 for completion of bituminous stabilization on the Whiskey Bottom Road, from U. S. Route 1, Baltimore-Washington Boulevard, toward Scaggsville, for a distance of 2.081 miles, our Contract #Ho-223-2-317 FAP#S-178 (2), Charles E. Kern, Incorporated, contractor. The contract for this work was awarded on August 23, 1950 and was completed on October 13, 1950. The total amount of this contract is $17,271.66.

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. R. G. Duncan
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Mr. W. K. Friend
Mr. W. C. Robins
Mrs. G. S. Rice

Co. 113 + Co. 112 — From 18' E to 20' E

EXCERPT FROM MINUTES OF MEETING OF THE STATE HIGH COMMISSION
THURSDAY, FEBRUARY 8, 1951
***

Present: Mr. Russell H. Nelson, Chairman, Messrs. Avery R. Bell and Lawrence E. Kolmer.

The recommendation of Chief Engineer E. T. Childs, Jr., as set forth in his letter of February 6, 1951 to the State Roads Commission, the following final estimate was approved for payment, this section of road to remain in the County system for maintenance by Boone County. Details of the work of this contract will be authorized by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate on $1,757.95 for completion of structure stabilization on the Hickory Bottom road, Case I. Route 1, Baltimore-Washington Parkway, Howard County-Anne Arundel County, of 5.021 miles, our contract 4Ba-239-5-317 AA(B-4)76 (3), Charles E. Cox, incorporated, contractor. The contract for this work was awarded on August 18, 1950 and was completed on October 16, 1950. The total amount of this contract is $17,471.80.

Copy: Mr. E. T. Childs, Jr.
Mr. E. C. Popular
Mr. J. A. Barnes
Mr. C. A. Johnson
Mr. T. E. Fuller
Mr. C. L. Cox, Incorporated
Mr. J. P. Galvanek
Mr. C. L. Krause
Mr. Allan Cox
Mr. R. E. Lacey, Jr.
Mr. J. J. Friend
Mr. F. V. Noble
Mrs. O. E. Cox

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER THE FEDERAL-AID HIGHWAY ACT OF 1944.

The COUNTY COMMISSIONERS OF HOWARD COUNTY (municipality or political subdivision), State of Maryland, hereinafter referred to as COUNTY, and the State Roads Commission (State) (highway organization), hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of 2.081 miles of the SECONDARY (municipal or secondary), highway from A point on the Baltimore-Washington Boulevard, approximately one (1) mile Northeast of the Patuxent River, to a point on State Route No. 216, approximately two (2) miles Southeast of Scaggsville, known as WHISKEY BOTTOM ROAD (local name of street or road), and to be designated as Maryland Project No. S-178 (1), and will recommend its approval by the Public Roads Administration for construction with funds apportioned to the State under provisions of the Federal-aid Highway Act of 1944; subject, however, to the condition that the COUNTY (municipality or political subdivision), shall provide for its proper maintenance after completion of its improvement.

2. That the said COUNTY (municipality or political subdivision) hereby requests the Highway Department to submit the aforesaid project with recommendation that it be approved by the Public Roads Administration, and agrees that if such project is approved and constructed by the Highway Department and the Public Roads Administration, it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them or their authorized representatives, and will make ample provision each year for such maintenance.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the

COUNTY COMMISSIONERS OF HOWARD COUNTY on the 11th
(municipality or political subdivision)

day of October 1948.

COUNTY COMMISSIONERS OF HOWARD COUNTY
(municipality or political subdivision)

Attest:

John L. Leitner
(Secretary or Clerk)

By J. Frank Scott
Charles E. Miller
E. Walter Scott

Approved as to form and legal sufficiency this 11th

day of October, 1948.

Charles E. Harry
(Counsel to municipality or political subdivision)

STATE ROADS COMMISSION OF MARYLAND

By
Chairman

Joseph M. George
Member

Attest:

L. McDiarmid
(Secretary ~~or Clerk~~)

Russell H. McCain
Member

Approved as to form and legal sufficiency this ~~28th~~ 3d

day of ~~October~~ November; 1948.

Robert E. Clark Jr.
Special Assistant Attorney General for the
State Roads Commission of Maryland.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, AUGUST 3, 1950
***

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

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of August 3, 1950 to the State Roads Commission, the following final estimate was approved for payment, this section of road to remain in the county system for maintenance by Howard County,. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of $6,118.58 for completion ofgravel surfacing on the Whiskey Bottom Road, approximately 1 mile northeast of Patuxent River and extending northwesterly to State Route #216, approximately 2 miles southeast of Scaggsville, for a distance of 2.030 miles, our Contract #Ho-223-1 350 FAP#2-17B (1), R. H. Houghton, Incorporate, contractor. The contract for this work was awarded on October 6, 1948 and was completed on October 28, 1949.

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. F. P.Scrivener
Mr. Allan Lee
Mr. W. A. Friend
Mrs. G. S. Rice
Mr. W. C. Hopkins
Mr. E. G. Duncan
Mr. A. F. DiDomenico
Mr. C. L. Warnen
Mr. G.N. Lewis, Jr.
Mr. W. O. Robins

Gibraltar Onion Skin

MILLERS FALLS

ALL COTTON

H. W. Cornell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 31, 1950

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

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of May 31, 1950 to the State Roads Commission, the following final estimate was approved for payment and this section of road accepted into the State Highway System for maintenance. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of $11,201.97 for completion of construction of concrete surfacing along a relocation of Columbia Pike (Montgomery Avenue to Edmondson Avenue Extended) and connecting drives, a distance of 3.024 miles, our Contract #Ho-164-2-315 FAP#S-404 (1), Rea Construction Company, contractor. The contract for this work was awarded on May 5, 1948 and was completed on August 6, 1949.

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. E. G. Duncan
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Mr. W. A. Friend
Mr. W. O. Robins
Mrs. G. S. Rice
Co. Commrs. of Howard Co.

U.S. 29 — See Inv. 9/26/49
See Letter 1/9/50.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 31, 1950

Present: Mr. Bob. M. Feindollar, Chairman, Senator Joseph M. Duffie and Mr. Russell H. McCain.

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of May 31, 1950 to the State Roads Commission, the following final estimate was approved for payment and this section of road accepted into the State Highway System for maintenance. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of $11,201.97 for completion of construction of concrete surfacing along a relocation of Columbia Pike (Montgomery Avenue to Somerset Avenue extended) and connecting drives, a distance of 3,021 miles, on Contract No-16W-2-31R WMPD-108 (10), Sam Construction Company, contractor. The contract for this work was awarded on May 5, 1948 and was completed on August 6, 1948.

Copy: Mr. W. F. Childs, Jr.
Mr. B. C. Hopkins
Mr. F. A. Morrison
Mr. C. A. Goldsborough
Mr. E. C. Duncan
Mr. A. F. DiDomenico
Mr. F. P. Berlyant
Mr. C. L. Thomas
Mr. Allan Lee
Mr. C. H. Levin, Jr.
Mr. W. A. Friend
Mr. W. C. Robins
Mrs. C. S. Rice
Co. Comptr. of Howard Co.

Hazzard

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

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

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

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

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

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

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

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

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. G. S. Rinehart
Mr. A. F. Shure
Mr. Allan Lee
Mr. A. L. Grubb
Mr. G. N. Lewis, Jr.
Mr. C. L. Wannen
District Engineers

INTERDEPARTMENTAL

DEPARTMENT OF PUBLIC WORKS
STATE OF MARYLAND

STATE ROADS COMMISSION

DISTRICT OR
DIVISION _____

October 19, 1945.

To: Mr. Cassell

From: Mr. Childs

Subject: S.R.C. Minutes

For your information, there is transmitted herewith copy of excerpt from minutes of meeting of the State Roads Commission on Wednesday, October 3, 1945, covering the recommendations for secondary highway construction in the post-war period for Howard County, which recommendations were approved as submitted, in the order of priority as listed.....

Wm. F. Childs, Jr.

Wm. F. Childs, Jr.,
Director

jw

Copy: Mr. W. T. Ballard
Mr. R. M. Reindollar
Mr. A. F. Shure
Mr. L. A. Kahn
Mr. E. G. Duncan
Mr. W. C. Hopkins
Mr. W. F. Childs, Jr.
Mr. W. A. Codd

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 3, 1945
***

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

A letter from Chief Engineer Wilson T. Ballard, dated September 26, addressed to the State Roads Commission, states: "The County Commissioners of Howard County presented to this office, through District Engineer Duncan and in a letter dated February 27, 1945, their recommendation for secondary highway construction in the post-war period. The presentation as made by the District Engineer is attached hereto."

It was then stated that the program has been reviewed by District Engineer Duncan, the Traffic Division, and the Engineering Departments of the Commission, and is herewith listed "in the order of construction priority as agreed upon after several contacts through the office of the Traffic Division, the District Engineer, and the County Commissioners. The type of construction involved is listed hereunder, together with the mileage and the estimated cost:

Priority No.	Proj. No.	Location	Type of Highway or Bridge	Mileage	Est. Cost
1	3	Old Whiskey Bottom Rd., Rt. 216 to Rt. 1 - Balto.-Wash. Blvd.	16' Gravel Surfacing with bituminous stabilization	2.40	$ 75,900.00
2	6	Hall's Shop Road twd. Rt. 216	" "	1.00	32,300.00
3	2	Old Washington Rd., Carroll Co. Line twd. Cooksville	22' pen. mac. surf. & mac. base Steel I-Beam Bridge	1.28	113,600.00
4	7	Columbia to Jonestown	16' Gravel Surfacing with bit. stab. Concrete Culvert	2.20	77,800.00
5	4	Pfeiffer's Cor. to Miller's Cor.	16' Gravel Surfacing with bit. stab. New bridge deck on existing structure	0.90	38,600.00
6	P4	Ext. Md. 94 S. of Florence to Howard Co. Line	16' Pen. Mac. Surf. with mac. base Bridges over Cabin Br. and Little Gunpowder	1.70	105,800.00
7	P5	Ext. Md. 96 from Daisy S.E. to Md. 97	16' Pen. Mac. Surf. with mac. base Br. over Cattail Creek	3.50	156,700.00

Copy: Mr. R. T. Bollard
Mr. R. M. Reinhoffer
Mr. A. V. Shaw
Mr. E. A. Ream
Mr. S. T. Duncan
Mr. W. O. Hopkins
Mr. W. F. Cullen, Jr.
Mr. W. A. Good

EXCERPT FROM MINUTES OF MEETING OF THE STATE HIGHWAY COMMISSION
WEDNESDAY, OCTOBER 3, 1945

Present: Mr. Ross E. Whitman, Chairman, Messrs. F. Watson Sells and Randolph R. McGuire.

A letter from Chief Engineer William C. Hall, dated October 2, addressed to the State Board Commission, states: "The County Commissioners of Dunmore County presented to this office, through District Engineer Duncan and in a letter dated February 27, 1945, their recommendation for secondary highway construction in the post-war period. The presentation as made by the District Engineer is attached hereto."

It was then stated that the program has been reviewed by District Engineer Duncan, the Traffic Division, and the Engineering Departments of the Commission, and is herewith listed "in the order of construction priority as agreed upon after several conferences among the office of the Traffic Division, the District Engineer, and the County Commissioners. The type of construction involved is listed herewith, together with the mileage and the estimated cost:

Priority No.	Proj. No.	Location	Type of Highway or Bridge	Mileage	Est. Cost
1	3	Old Whitney Bottom Rd., Rt. 216 to Rt. 1 - Bello.-Rash. Hiwy.	16' Gravel Surfacing with aluminum stabilization	2.00	$ 72,000.00
2	6	Hall's Shop Road two. Rt. 216	" "	1.00	32,500.00
3	2	Old Washington Rd., Carroll Co. line two. Cooksville	22' conc. mac. surf. 2 mac. base steel I-beam Bridge	1.24	112,500.00
4	7	Columbia to Jonestown	16' Gravel surfacing with bit. stab. Concrete Culvert	.20	17,800.00
5	4	Pfeiffer's Cor. to Miller's Cor.	16' Gravel Surfacing with bit. stab. New bridge deck on existing structure	0.70	34,000.00
6	10	Rt. 14, Rt. 2 of Fleetwood to Howard Co. line	16' Pen. Mac. Surf. with mac. base Bridges over Cabin Br. and Little Conjocular	1.70	105,000.00
7	75	Rt. 221, Rt. 95 from Unity to Rt. 97	16' Pen. Mac. Surf. with mac. base Br. over Catail Creek	1.50	150,000.00

Priority No.	Proj. No.	Location	Type of Highway or Bridge	Mileage	Est. Cost
8	5	Morgan Rd. End Rt. 476 to Carroll Co. Line	16' Pen. Mac. Surf. with mac. base Repairs to existing bridge Concrete culvert	1.00	$ 47,700.00
9	S11	Ext. Md. 583 N.W. to Md. 94 at Florence	16' Pen. Mac. Surf. with mac. base	2.50	97,200.00
			TOTAL	-	$745,600.00"

Attention is directed to the fact that this list of projects differs somewhat "from the original presentation as made by District Engineer Duncan." As an instance, Project No. 1, as originally proposed and known as the Mink Hollow Road over the Washington Suburban Sanitary District Dam, has been eliminated because it was found that this work was necessary immediately and the several authorities involved proceeded with the work."

Attention is also directed to the fact that there are three additional projects listed, referred to as P4, P5, and S11. "The inclusion of these projects is the result of further conferences with the County Board by the Traffic Department and the District Engineer."

As to the financial status, it is stated that the Federal Highway Act of 1944 will make available for Howard County $33,710.83 annually. If these funds are matched with a like amount, the County will have from these sources a total of $202,264.98 over a three-year period. Therefore, this figure is considered in the preparation of a post-war program.

This program for the three years "follows the order of priority established by the County Commissioners of Howard County, in cooperation with the District Engineer and the Traffic Division." It, however, does not follow the recommendations in numerical order as originally proposed by the siad County Board, but is the result of more recent conferences with the County Board, the District Engineer, and the Traffic Division.

Recommendations-First Year

Priority No.	Proj. No.	Location	Mileage	Est. Cost
1	3	Old Whiskey Bottom Rd., Rt. 216 to Rt. 1 - Balto.-Wash. Blvd.	2.40	$ 75,900.00

Recommendations-Second Year

2	6	Hall's Shop Road twd. Rt. 216	1.00	32,300.00

Recommendations-Third Year

3	2	Old Washington Rd., Carroll Co. Line twd. Cooksville	1.28	113,600.00
			TOTAL -	$ 221,800.00

Priority No.	Proj. No.	Location	Type of Highway or Bridge	Mileage	Est. Cost
8	5	Morgan Rd. Sub St. 275 to Carroll Co. line	16' Ren. Jno. Surf. with mac. case. Requires to existing bridge. Contract only.	1.00	$ 47,700.00
9	911	Ext. Md. 586 Rte. 24 to Md. 94 at Florence	16' Pen. Mac. Surf. with mac. base	1.50	91,200.00
			TOTAL -		$245,500.00

Attention is directed to the fact that this list of projects differs somewhat "from the original presentation as made by Resident Engineer Duncan." As an instance, Project No. 1, as originally proposed and shown as the Vine Valley Road over the Washington Sanitary District Dam, has been eliminated because it was found that this work was necessary immediately and the several authorities involved proceeded with the work.

Attention is also directed to the fact that there are three additional projects listed, referred to as 7a, 9b, and 9ll. "The inclusion of these projects is the result of further conference with the County Board of the Traffic Department and the District Engineer."

As to the financial status, it is stated that the Secretary of Treasury Act of 1944 will make available for Howard County $23,710.83 annually. If these funds are matched with a like amount, the County will have from these sources a total of $47,421.66 over a three-year period. Therefore, this figure is considered in the preparation of a post-war program.

This program for the three years "follows the order of priority established by the County Commissioners of Howard County, in cooperation with the Highway Engineer and the Traffic Division." It, however, does not follow the recommendations in numerical order as originally proposed by the area County Board, but is the result of more recent conferences with the County Board, the District Engineer, and the Traffic Division.

Recommendations-First Year

Priority No.	Proj. No.	Location	Mileage	Est. Cost
1	3	Old Ellicott City Rd., Rt. 216 to Md. 1 - Rte. 1-Balt. Blvd.	2.40	$ 75,000.00

Recommendations-Second Year

2	6	Hall's Shop Road Md. Rt. 216	1.00	32,000.00

Recommendations-Third Year

3	2	Old Washington Rd., Carroll Co. line Md. Cookesville	1.00	112,000.00
			TOTAL -	$ 221,000.00

Attention is now directed to the fact that the aggregate estimated construction cost for this three year period amounts to $221,800.00, or an over-run in the total construction cost for the three-year period of $19,535.02. With respect to this figure, the Chief Engineer makes the following statement: "Because of the probability of under-runs in the actual construction costs, it is believed desirable to consider the projects as listed for construction during the three-year period as likely to be built."

With further respect to the recommendations of the County Authorities, as reported by District Engineer Duncan, two projects were recommended for acceptance into the State Roads System upon their completion, namely, Project No. 2 and Project No. 7. The acceptance of Project No. 2, it is stated, is concurred in by the Traffic Division, and as will be noted above, is proposed for construction during the third-year period. The acceptance of Project No. 7 was not concurred in by the Traffic Division, and since there are not sufficient funds to permit the construction of this section of highway during the three-year period, "there is no apparent reason for giving it further consideration."

The Commission, after careful consideration of the recommendations submitted, voted its approval of same, with the proviso that the Engineering Department secure from the Board of County Commissioners of Howard County, a letter addressed to the Commission, concurring in the program as submitted and as recommended for adoption by the Commission's Engineering Department.

COPY

Attention is now directed to the fact that the aggregate estimated construction cost for this three year period amounts to $[illegible], or an over-run in the total construction cost for the three-year period of $[illegible]. With respect to this figure, the Chief Engineer makes the following statement:

"Because of the probability of under-runs in the actual construction costs, it is believed desirable to consider the projects as listed for construction during the three-year period as likely to be built."

With further respect to the recommendations of the County Authorities, as reported by District Engineer Duncan, two projects were recommended for acceptance into the State Roads System upon their completion, namely, Project No. 2 and Project No. 7. The acceptance of Project No. 2, it is stated, is concurred in by the Traffic Division, and as will be noted above, is proposed for construction during the third-year period. The acceptance of Project No. 7 was not concurred in by the Traffic Division, and since there are not sufficient funds to permit the construction of this section of highway during the three-year period, "there is no apparent reason for giving it further consideration."

The Commission, after careful consideration of the recommendations submitted, votes its approval of same, with the proviso that the Engineering Department receive from the Board of County Commissioners of Monroe County, a letter addressed to the Commission, concurring in the progress as submitted and as recommended for adoption by the Commission's Engineering Department.

CLEY

On 1937 Base Map - some curbs existing
should address in subsequent & told W.R.D. to add
to GH.
Inv. by WFC & B. WL 4/25/39
Letter to Gue 5/25/39

APR 14 1939

APR 1 1939

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, APRIL 3rd, 1939
***

Present: Senator J. Glenn Beall, Chairman, and Mr. George F. Obrecht, Sr.

Chief Engineer Smith advised the Commission that the County Commissioners of Howard County had requested that St. Augustine Avenue be taken over as part of the County System of roads and improved from the construction funds available for this purpose. Elkridge

A report from District Engineer E. G. Duncan indicates the length of the section of road referred to is 787 feet, or 0.15 mile, with a right of way width of 40 feet, a graded width of 18 ft., and a surface width of 14 feet. The road is well drained and the surface is solidly compacted. The surface material is composed of oyster shells, cinders and gravel and varies in depth from 8 in. to 12 in.

The Commission voted to comply with the request of the County Commissioners of Howard County and directed that St. Augustine Avenue be taken over and maintained as a part of the County Road System of Howard County, and that it be improved with County Construction funds which may now be available for this purpose.

Copy to: Mr. N. L. Smith
Mr. W. A. Codd
Mr. A. F. Shure
Mr. W. F. Childs, Jr.

On 1937 Base Map - Findings that
curbing not correct - add to
GH Map. Re-construction on
Base Map on Sign
Sign Plant of 4/25/39 to
Sign Rd. 5/24/39

Inventoried
4/24/39 by
WFC & G WL

(Date Received - April 14, 1939)

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
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Copy to: Mr. N. L. Smith
Mr. W. A. Codd
Mr. A. F. Shure
Mr. W. F. Childs, Jr.

Copy made for L.R.C. minutes file

Copied from S.R.C. Copy
6-1-39 - J.F.

On 1937 base map but culture is not correct. Correct culture on tracing being prepared for G.I. Map and also enlarged section.

Re-inventoried 4-24-39 by G.N.L. and W.F.C. - Notes to G.W.C. 5-25-39.

Mr Nunn

(SK)

Hoover

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION

THURSDAY, JANUARY 13, 1938

***

Present: Dr. H. E. Tabler, Chairman, Messrs.C. Nice Wilkinson and Frank F. Luthardt.

On recommendation of Chief Engineer Smith, the Commission voted to take over, from the County Commissioners of Howard County, for maintenance as part of the State Highway System, section of County Road in Howard County extending from the end of the improved State Highway West of Dorsey for a length of approximately 2,000' to its intersection with the Baltimore - Washington Boulevard, and to improve this short section of roadway by widening it to a width of 20' by the construction of macadam shoulders and resurfacing the entire width with Specification "C", this improvement to be made at an estimated cost of $10,000.00.

Connected county Rd State in 1937 map

MD 176

HOWARD CO. CHANGED INVENTORY STATUS TO CORRECT 1-24-38 M.W.M.

NOTE: INFORMATION ON STATUS NOT AVAILABLE 1-24-38 M.W.M.

Copy to: Mr. N. L. Smith
Mr. W. A. Codd
Mr. A. F. Shure
Mr. W. F. Childs, Jr.

State Road Check Improvement

EXCERPT FROM MINUTES OF MEETING OF THE COUNTY ROADS COMMISSION

WEDNESDAY, JANUARY 15, 1958

***

Present: Dr. R. E. Bailey, Chairman, Messrs.D. Alva Wilkinson and Frank F. Lathrop.

On recommendation of Chief Engineer Smith, the Commission voted to take over, from the County Commissioners of Howard County, for maintenance as part of the State Highway System, sections of County Road in Howard County extending from the end of the improved state Highway West of Dorsey for a distance approximately 2,000' to its intersection with the Baltimore - Washington Boulevard, and to improve this short section of highway by widening it to a width of 20' by the construction of pavement shoulders and resurfacing the entire width with bituminous "C", this improvement to be made at an estimated cost of $20,000.00.

Copy to: Mr. R. L. Smith
Mr. W. A. Cook
Mr. A. J. Burns
Mr. W. F. Dailey, Jr.