MONTGOMERY COUNTY
STATE ROAD COMMISSION
MINUTES
SHA MEMORANDA OF ACTION

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

State Highway Administration
Driven to Excel

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

Maryland Department of Transportation

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

June 26, 2006

R. Veeramachaneni

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering, has approved the following route number designation for the InterCounty Connector in Montgomery and Prince George's Counties:

The designation for this section of roadway is MD 200.

A map showing the future alignment of this road is attached.

My telephone number/toll-free number is 410.545.0412 / 1-888-204-4828
Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • *Phone:*410.545.0300 • www.marylandroads.com

CONSTRUCTION SEQUENCING

www.iccproject.com

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

MDOT Secretary: **Robert L. Flanagan**
Deputy Secretary: **James F. Ports, Jr.**

MdTA Exec. Secretary: **Trent M. Kittleman**
SHA Administrator: **Neil J. Pedersen**

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Robert L. Ehrlich, Jr., *Governor*
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State Highway Administration
Driven to Excel
Maryland Department of Transportation

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

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

October 19, 2005 R. Veeramachaneni

Raja Veeramachaneni, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated October 19, 2005 between the State Highway Administration and the City of Takoma Park, Maryland, relative to the transfer of the following described section of roadway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadway to the City is the date of the road transfer agreement.

State Highway Administration to the City of Takoma Park, Maryland:

now part MD 1220

MD 605 (Takoma Avenue) – From the Washington D.C. Line to Fenton Street, a total distance of approximately 0.28± mile.

Total mileage to the City – 0.28± mile

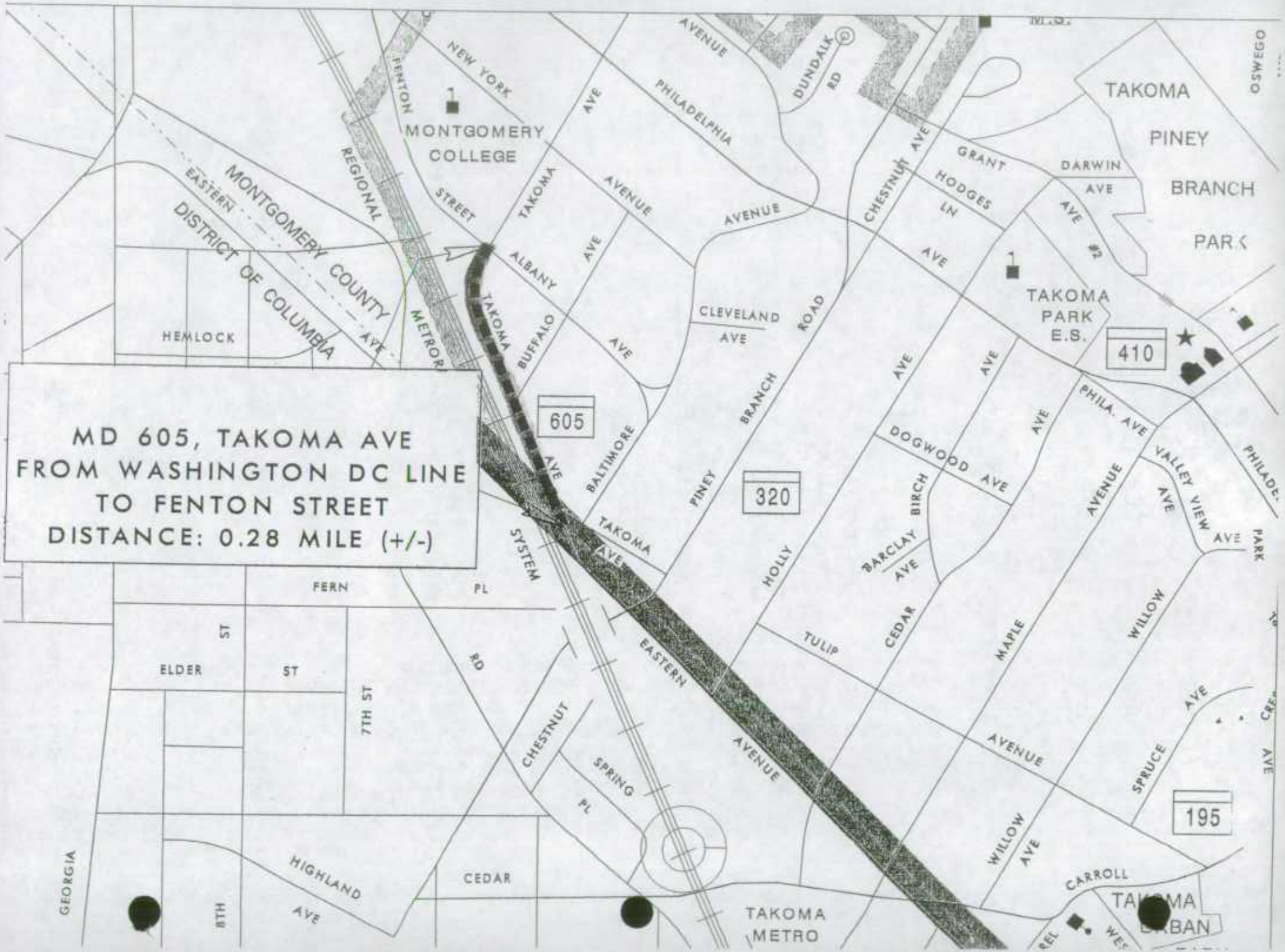
Item No.: 91054

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

MEB:meb

RECEIVED
OCT 26 2005
HIGHWAY INFORMATION SERVICES DIVISION

My telephone number/toll-free number is x 2812
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone: 410-545-0300


MD 605, TAKOMA AVE
FROM WASHINGTON DC LINE
TO FENTON STREET
DISTANCE: 0.28 MILE (+/-)
MONTGOMERY COUNTY
DISTRICT OF COLUMBIA
EASTERN
MONTGOMERY COLLEGE
NEW YORK
AVENUE
PHILADELPHIA
DUNDALK RD
TAKOMA
PINEY
BRANCH
PARK
OSWEGO
GRANT
DARWIN
AVE
HODGES
LN
CHESTNUT AVE
FENTON
STREET
REGIONAL
METRO
TAKOMA
ALBANY
BUFFALO
AVE
CLEVELAND
AVE
ROAD
TAKOMA
PARK
E.S.
410
605
320
195
HEMLOCK
BALTIMORE
PINEY
BRANCH
DOGWOOD
AVE
PHILA. AVE
VALLEY VIEW
AVE
PHILADE.
PARK
BIRCH
BARCLAY
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TULIP
CEDAR
MAPLE
WILLOW
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7TH ST
RD
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AVE
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TAKOMA
URBAN

S.H.A.

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Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. G. Cooley
Mr. S. Foster
Mr. E. Freedman
Mr. D. German
Mr. B. Grey
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Mr. K. Powers
Mr. D. Rose
Ms. R. Rymer
Mr. E. Schmidbauer
Mr. R. Veeramachaneni
Mr. D. Weddle
Mr. Charlie Watkins
Mr. Doug Mills
Mr. Marty Knecht

The City of Takoma Park, Maryland

Ms. Barbara B. Matthews
City Manager

Ms. Daryl Braithwaite
Public Works Director

John D. Porcari
Secretary

Parker F. Williams
Administrator

Maryland State Department of Transportation
State Highway Administration

MEMORANDUM

TO: DISTRIBUTION

FROM: E. Glenn Klaverweiden
Agreements Coordinator
Regional and Intermodal
Planning Division

DATE: January 24, 2002

SUBJECT: MD 117 (West Diamond Avenue)
Contract No. MO791A21
Executed Memorandum of Understanding
City of Gaithersburg

Attached for your use and information is a copy of an executed Memorandum of Understanding (MOU) between the State Highway Administration (SHA) and the City of Gaithersburg (City) for improvements on MD 117 (West Diamond Avenue).

Generally, this MOU provides for:

- SHA to design and construct certain improvements, including but not limited to, base widening, grinding and resurfacing, selective curb and gutter and sidewalk replacement, traffic signal improvements, drainage and safety improvements (Improvements) to MD 117 from I-270 to Muddy Branch Road;
- SHA, as part of the Improvements, to construct a Park and Ride Lot (P/R LOT) on property owned by SHA, a new ramp from existing Ramp # 1 to MD 117 to provide the missing traffic movement from northbound I-270 to eastbound MD 117 at the interchange of I-270 with MD 117, enhanced Landscaping (Landscaping) for the P/R Lot, a Hiker/Biker Trail (Hiker/Biker Trail) on the south side of MD 117, and, a Sidewalk (Sidewalk) on the north side of MD 117, provided the City agrees to maintain the Landscaping, Hiker/Biker Trail and the Sidewalk;
- The City to maintain the Landscaping, Hiker/Biker Trail and the Sidewalk;

My telephone number is 410-545-5675

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

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

- SHA, as part of the construction of the P/R Lot, to construct bus shelters (Shelters) to service local mass transit;
- The City to upgrade the bus shelters to be consistent with bus shelters placed by the City throughout areas of the City;
- The City to construct the upgraded shelters on foundations constructed by SHA with SHA reimbursing the City for the usual and customary cost for ordinary Shelters;
- The City desires to install, at its sole expense, an informational kiosk (Kiosk) at the P/R Lot; and, SHA has agreed to installation of the Kiosk, subject to SHA review and selection of location;
- SHA to design and construct, on behalf of the City, a relocation and extension of West Diamond Avenue to include, but not be limited to, the reconstruction of Cedar Avenue, a City street, from Summit Avenue, to a point approximately 400' west of Summit Avenue, and, construct a new roadway from approximately 400' west of Summit Avenue to a point on MD 117, West Diamond Avenue, approximately 500' east of structure #15056 at MD 355, so as to extend West Diamond Avenue along the new construction and the reconstructed section of Cedar Avenue to Summit Avenue, and geometric improvements to the new intersection of West Diamond Avenue and Cedar Avenue (Extension);
- SHA to design and construct, on behalf of the City, a streetscape revitalization of MD 117 (Betterments);
- SHA to design, construct and provide construction engineering services for the Extension and the Betterments provided the City agrees to fund construction of the Betterments and maintain the Betterments upon completion of construction;
- SHA to mill, resurface and provide transitional striping, on behalf of the City, to facilitate the flow of traffic between the Improvements and the Extension;
- the City to accomplish all tasks to obtain rights-of-way for construction of the Extension and the Betterments;
- the City to provide rights-of-entry to SHA, its contractors and agents for all city owned or controlled property within the limits of the Improvements, Extension, Transitional Work or the Betterments.

Please read the attached MOU to determine if the terms and conditions require specific work or invoicing by you or your office. Please call my assistant, Chris Galc, or myself at 410-545-5675, if you have any questions.

Attachment

cc: Mr. Chris Larson
Ms. Gayle M. Seward
Mr. Dennis Simpson
Mr. Glen Smith (w/attachment)
Mr. Mel Stickles (w/attachment)

DISTRIBUTION:

Charles B. Adams, Director
Office of Environmental Design

Norie Calvert, Chief
Design Technical Services Division
Office of Highway Development

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Assistant to the Director
Office of Real Estate

Steve Foster, Chief
Plats and Surveys Division

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Monica Pats
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Office of Bridge Development

Libby Rappaport
Assistant Attorney General
Office of Counsel

Richard Ravenscroft, Chief
District 3 R/W

Doug Rose
Deputy Administrator/Chief Engineer
for Operations

Cynthia Simpson, Deputy Director
Office of Planning and
Preliminary Engineering

Jacki Steffy, Receipts & Disbursements
Office of Finance and
Information Technology

Raja Veeramachaneni, Chief
Highway Hydraulics Division

Charlie Watkins, District Engineer
District 3

MEMORANDUM OF UNDERSTANDING

MD 117
from
I-270
to
Summit Avenue

by
and
between

City of Gaithersburg

and

Maryland State Highway Administration

RIPD/OPPE/AGREEMENTS TEAM
P00207 C-1

MEMORANDUM OF UNDERSTANDING

MD 117
from
I-270
to
Summit Avenue

City of Gaithersburg

Maryland State Highway Administration

THIS MEMORANDUM OF UNDERSTANDING (MOU), executed in duplicate, made effective this 17th day of December 2001, by and between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called "**SHA**", and the City of Gaithersburg, located in Montgomery County, a political subdivision of the State of Maryland, hereinafter called "**CITY**."

WHEREAS, SHA has proposed to make improvements to MD 117, West Diamond Avenue, from I-270 to Muddy Branch Road in Gaithersburg, Montgomery County, Maryland, hereinafter called "**IMPROVEMENTS**"; and

WHEREAS, the CITY has proposed to reconstruct and realign existing Cedar Avenue, a CITY street, from Summit Avenue to a point approximately 400' west of Summit Avenue, and, construct a new roadway from approximately 400' west of Summit Avenue to a point on MD 117, West Diamond Avenue, approximately 500' east of structure #15056 at MD 355, so as to extend West Diamond Avenue along the new construction and the reconstructed section of Cedar Avenue to Summit Avenue, hereinafter called "**EXTENSION**"; and

WHEREAS, the CITY has requested, and, SHA has agreed to provide transitional striping on MD 117 between the IMPROVEMENTS and the EXTENSION hereinafter called "**STRIPING**"; and

WHEREAS, for technical reasons pursuant to the **STRIPING,** SHA shall mill and resurface MD 117 between the IMPROVEMENTS and the EXTENSION, hereinafter called "**TRANSITIONAL WORK**"; and

WHEREAS, SHA's IMPROVEMENTS to MD 117 include, but are not limited to, base widening, grinding and resurfacing, selective curb and gutter and sidewalk replacement, sidewalk construction, hiker/biker trail construction, traffic signal improvements, and, drainage and safety improvements; and

WHEREAS, as part of the construction of the IMPROVEMENTS, SHA will also construct a Park and Ride Lot, hereinafter called "**P/R LOT**" on property owned or controlled by SHA; and

WHEREAS, pursuant to the construction of the P/R LOT SHA will also construct a ramp from the existing ramp # 1 at the I-270/MD 117 interchange to MD 117 to provide the missing traffic movement from northbound I-270 to eastbound MD 117, hereinafter called "**RAMP**"; and

WHEREAS, as part of the P/R LOT SHA has planned to install bus shelters to service local transit services; and

WHEREAS, the CITY has requested that upgraded bus shelters, hereinafter called "**SHELTERS**", be constructed to a design consistent with bus shelters placed by the CITY throughout other areas of the CITY; and

WHEREAS, the CITY has agreed to construct the SHELTERS, provided SHA provides the necessary foundation, hereinafter called "**FOUNDATIONS**"; and

WHEREAS, SHA has agreed to construct the FOUNDATIONS and will provide funding to the CITY in an amount equal to the usual and customary cost for a standard shelter; and

WHEREAS, SHA is currently performing design activities necessary to construct the IMPROVEMENTS and the P/R LOT under SHA contract MO7915171; and

WHEREAS, SHA will provide additional landscaping for the P/R LOT, hereinafter called "**LANDSCAPING**"; and

WHEREAS, the CITY requests that SHA, as part of the IMPROVEMENTS, design and construct sidewalks on the north side of MD 117, hereinafter called "**SIDEWALKS**", from west of I-270 to Muddy Branch Road; on rights-of-way owned or controlled by SHA and/or the CITY; and

WHEREAS, the CITY requests that SHA, also as part of the IMPROVEMENTS, design and construct a Hiker/Biker Trail on the south side of MD 117, hereinafter called "**HIKER/BIKER TRAIL**", from west of I-270 to Muddy Branch Road; on rights-of-way owned or controlled by SHA and/or the CITY; and

WHEREAS, SHA has agreed to design and construct the LANDSCAPING, the SIDEWALKS and the HIKER/BIKER TRAIL at no cost to the CITY, provided the CITY provides the maintenance necessary for the LANDSCAPING, the SIDEWALKS and the HIKER/BIKER TRAIL; and

WHEREAS, the CITY has agreed that it will maintain the LANDSCAPING, the SIDEWALKS and the HIKER/BIKER TRAIL upon completion of construction of the PROJECT by SHA; and

WHEREAS, the CITY desires to install an informational kiosk, hereinafter called "**KIOSK**" at the P/R LOT; and

WHEREAS, SHA has agreed to allow the CITY to install the KIOSK upon SHA review and in an area designated by SHA; and

WHEREAS, the EXTENSION will include, but not be limited to, the reconstruction of Cedar Avenue, a CITY street, from Summit Avenue, to a point approximately 400' west of Summit Avenue, and, construct a new roadway from approximately 400' west of Summit Avenue to a point on MD 117, West Diamond Avenue, approximately 500' east of structure #15056 at MD 355, so as to extend West Diamond Avenue along the new construction and the reconstructed section of Cedar Avenue to Summit Avenue, and geometric improvements to the new intersection of West Diamond Avenue and Cedar Avenue.

WHEREAS, as part of the EXTENSION the CITY has agreed to fund the construction and/or installation of street trees, hereinafter called "**STREET TREES**" and pedestrian lighting, hereinafter called "**PED LIGHTING**" along the EXTENSION, and, brick sidewalks, hereinafter called "**BRICK SIDEWALKS**", from the existing brick sidewalks on existing Cedar Avenue to structure #15056, the STREET TREES, PED LIGHTING and BRICK SIDEWALKS hereinafter collectively called the "**BETTERMENTS**"; and

WHEREAS, the CITY has agreed to fund and acquire all rights-of-way and easements needed for the EXTENSION, as shown on plats #55494 and #90814, have the Schultz Building demolished (removing the slab or foundation below grade and disconnecting and capping all utilities at the property line); and

WHEREAS, SHA and the CITY agree that it is in their mutual interest to expedite the work and reduce disruption to traffic and commerce by combining the IMPROVEMENTS, the TRANSITIONAL WORK, the BETTERMENTS and the EXTENSION into a single project, hereinafter called "**PROJECT**"; and

WHEREAS, the CITY has requested SHA to design and construct the BETTERMENTS on behalf of the CITY at the CITY's sole expense for construction of the BETTERMENTS; and

WHEREAS, SHA has agreed to design and construct the BETTERMENTS on behalf of the CITY at the CITY's sole cost for construction of the BETTERMENTS; and

WHEREAS, the CITY has appropriated funding under CITY Capital Project No. 00-1 from which the CITY will reimburse SHA for; i) construction of the BETTERMENTS, and ii) SHA's direct salaries, payroll burden and overhead for construction

engineering services (i.e., construction inspection and material testing/certification) ("**Construction Engineering Services**"), and

WHEREAS, the CITY has requested SHA to design and construct the EXTENSION on behalf of the CITY using Neighborhood Conservation Funds; and

WHEREAS, SHA has agreed to design and construct the EXTENSION on behalf of the CITY using Neighborhood Conservation Funds; and

WHEREAS, portions of the BETTERMENTS and the EXTENSION are located outside existing SHA and/or CITY owned rights-of-way; and

WHEREAS, the CITY shall obtain all necessary rights-of-way required for SHA to construct the BETTERMENTS and the EXTENSION; and

WHEREAS, the CITY shall provide SHA and it's contractors and/or agents with all necessary rights-of-entry to construct the PROJECT; and

WHEREAS, SHA and the CITY agree that the PROJECT will benefit both parties of this MOU and will promote the safety, health and general welfare of the citizens of the State and the CITY.

NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH: that for and in consideration of the mutual premises, the payment of the sum of One Dollar ($1.00) by each party hereto unto the other, and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, be it understood that SHA and the CITY do hereby agree as follows:

I. PROJECT DESCRIPTION

A. The PROJECT shall generally consist of the IMPROVEMENTS, the TRANSITIONAL WORK, and the EXTENSION.

1. The IMPROVEMENTS shall include road improvement work to MD 117, including, but not limited to, base widening, grinding and resurfacing, selective curb and gutter and sidewalk replacement, pedestrian ramps in compliance with ADA, signals, and drainage and safety improvements. The IMPROVEMENTS shall also include construction of the RAMP, the LANDSCAPING, the SIDEWALKS, the HIKER/BIKER TRAIL and the P/R LOT and their additional details as further described below.

a. The RAMP shall consist of the construction of a new ramp at the interchange of I-270 with MD 117 from a point on existing Ramp # --

to a point on MD 117 to provide the missing traffic movement from northbound I-270 to eastbound MD 117.

b. The LANDSCAPING shall generally consist of the installation of trees, shrubs, perennials, and turf throughout the limits of the IMPROVEMENTS and in the vicinity of the P/R LOT.

c. The SIDEWALKS shall consist of the construction of a four (4) to five (5)-foot wide sidewalk along the north side of MD 117 from west of I-270 to Muddy Branch Road.

d. The HIKER/BIKER TRAIL shall consist of the construction of a seven (7) to eight (8)-foot wide asphalt trail along the south side of MD 117 from west of I-270 to Muddy Branch Road.

e. The P/R LOT shall consist of work to be performed by SHA and the CITY as follows:

i. SHA shall construct a 320 space park and ride lot located in the area within the loop of the ramp from northbound I-270 to MD 117, and shall include the construction of the FOUNDATIONS, which shall generally consist of all tasks necessary to place a concrete foundation adequately sized for the SHELTERS, such work to include, but not be limited to, excavation, concrete reinforcement, conduit, concrete placement, finishing, and backfilling to CITY provided plans or detail drawings

ii. The CITY shall, at its pleasure, construct SHELTERS of a design consistent with those placed in other areas of the CITY on the FOUNDATIONS, and later, subject to SHA approval of the design and location, an information KIOSK. At no time shall any work performed by or on behalf of the CITY to construct the SHELTERS or the KIOSK be allowed to hinder, obstruct, delay or otherwise interfere with SHA's work, contractor or schedule to construct the IMPROVEMENTS.

2. The TRANSITIONAL WORK shall generally consist of such milling and resurfacing of MD 117, from Muddy Branch Road to structure #15056 at MD 355, as is required to provide an adequate surface for the STRIPING, and the STRIPING itself, which shall channel traffic safely into the area of the EXTENSION.

3. The EXTENSION shall generally include:

a. the reconstruction and realignment of MD 117 from structure # 15056 at MD 355 to approximately 500' east of structure #15056 and the abandonment of MD 117 from approximately 500' east of structure #15056 to the intersection with MD 355.

b. the construction of a new section of roadway on right-of-way owned by the CITY from approximately 500' east of structure #15056 to a point on Cedar Avenue, a municipal roadway owned and maintained by the CITY, approximately 400' west of Summit Avenue

c. the reconstruction and realignment of Cedar Avenue from approximately 400' west of Summit Avenue to Summit Avenue and the construction of a new intersection between existing Cedar Avenue and the EXTENSION.

d. The construction and/or installation of the BETTERMENTS which shall generally include:

i. Installation of STREET TREES at various locations within the limits of the EXTENSION.

ii. Installation of PED LIGHTING through the limits of the EXTENSION.

iii. Construction of BRICK SIDEWALKS from the end of the existing brick sidewalks on existing Cedar Avenue to structure #15056.

e. Re-signing existing Cedar and Summit Avenues to show the extension of West Diamond Avenue to Summit Avenue along the alignment of the EXTENSION and the new end of Cedar Avenue at the new intersection with the new alignment of West Diamond Avenue.

II. DESIGN PHASE

A. SHA Responsibility

1. SHA shall be responsible for all tasks necessary to design the PROJECT including the FOUNDATIONS pursuant to SHELTER details provided to SHA by the CITY; but, excepting the SHELTERS and the KIOSK, which shall be designed by the CITY.

2. SHA shall provide the CITY with four (4) sets of proposed final PROJECT plans and estimates for the CITY's review and comment; however, SHA shall have final authority.

B. CITY Responsibility

1. The CITY shall design the SHELTERS and the KIOSK and:

a. provide SHA with detailed plans for the SHELTERS for the purpose of SHA's design of the FOUNDATIONS.

b. provide SHA with (4) sets of proposed final KIOSK plans, or revisions thereto, for review and approval or comment prior to advertise of any proposal for construction of the KIOSK or prior to commencement of work by CITY forces to construct the KIOSK.

2. The CITY shall provide SHA with written review comments of all data or materials provided by SHA for review within fifteen (15) working days following the CITY's receipt thereof.

3. In the event the CITY desires to revise the plans for the BETTERMENTS subsequent to final plan approval, but prior to initiation of construction activities, the CITY shall provide SHA with written notification of said revision including estimated costs for SHA approval; however, SHA's decision shall be final.

III. RIGHT-OF-WAY PHASE

A. SHA Responsibility

1. SHA shall acquire all interests in property (i.e., rights-of-way, easements, fee simple acquisitions) or rights-of-entry, along MD 117 from I-270 to structure #15056 at MD 355 which are needed for the IMPROVEMENTS or the TRANSITIONAL WORK.

2. SHA shall review all right-of-way activities performed by the CITY for right-of-way adjacent to MD 117, which is required for the EXTENSION.

3. SHA shall assist the CITY in providing relocation assistance for all rights-of-way acquired by the CITY that are needed for the PROJECT.

B. CITY Responsibility

1. The CITY shall acquire all interests in property (i.e., rights-of-way, easements, fee simple acquisitions), or rights-of-entry, along MD 117, the alignment of the new roadway and realignment of existing Cedar Avenue from structure #15056 at MD 355 to Summit Avenue required to construct the EXTENSION, including the Schultz property.

   a. The acquisition of the Schultz property will require the demolition of the existing building including removal of the slab or foundation below grade and the disconnection and capping of all existing utilities at the existing property line.

   b. The acquisition of the Schultz property and the demolition of the existing building will be completed by January 21, 2002.

IV. CONSTRUCTION PHASE

A. SHA Responsibility

1. SHA shall:

   a. advertise the PROJECT for construction bids,

   b. award and administer the construction contract,

c. construct the PROJECT (with the exception of the SHELTERS and the KIOSK) as shown on the final PROJECT plans,

d. provide Construction Engineering Services (i.e., construction inspection and material testing/certification) during construction. All construction shall be in accordance with SHA's Standard Specifications for Construction and Materials, dated January 2001; and; other appropriate SHA design standards, their revisions thereof, or additions thereto.

2. In the event that revisions to the PROJECT are required in SHA's sole judgement due to conditions encountered during construction, said revisions shall be promptly made by SHA without prior concurrence by the CITY in order to minimize or eliminate possible delay claims by SHA's construction contractor. In the event the revisions affect the BETTERMENTS, SHA shall advise the CITY within ten (10) days of the required revision.

3. SHA shall provide the CITY with a copy of the apparent low bid, including bid tabulation for the PROJECT, which shall identify items associated with the construction of the BETTERMENTS and their respective costs.

4. SHA shall obtain all permits necessary for construction of the PROJECT.

5. SHA shall provide the CITY with a set of as-built construction plans which will detail the LANDSCAPING.

6. SHA's standards and specifications for LANDSCAPING provide for a one-year care and replacement policy on certain landscaping materials ("**Warranty Period**"). During the Warranty Period, the City is to contact the following office for purposes of replacing landscaping materials:

   Mr. John O. Warnick
   Assistant District Engineer-Construction
   State Highway Administration, District 3
   9300 Kenilworth Avenue
   Greenbelt MD 20770

7. Prior to construction acceptance and prior to final acceptance (at the end of the care and replacement period) of the LANDSCAPING, SHA will meet with the CITY to review LANDSCAPING compliance to the plans and specifications, at which time a punch list will be compiled. Once the LANDSCAPING punch list has been completed, the CITY shall accept maintenance responsibilities for the LANDSCAPING.

8. SHA shall not be responsible for the denial of access to the LANDSCAPING by the CITY created by commuters or other causes beyond its control.

9. SHA shall provide the CITY with a district permit ("PERMIT"), to be renewed annually, in order for CITY personnel to maintain the LANDSCAPING.

B. CITY Responsibility

1. In the event the CITY desires to make revisions to the BETTERMENTS subsequent to final PROJECT plan approval and/or during construction, it shall promptly submit a request in writing to SHA, including the requested revisions and their estimated costs, for SHA concurrence. However, SHA shall have the final decision concerning all safety and public welfare issues. The CITY agrees that any additional costs incurred by SHA to implement the revisions shall be the sole responsibility of the CITY.

2. At its option and expense, the CITY may provide an inspector during construction of the BETTERMENTS and the FOUNDATIONS; however, SHA's inspectors shall have final authority.

3. The CITY shall, upon completion of construction of the PROJECT, and subject to review and approval by SHA, install the SHELTERS and the KIOSK at the P/R LOT.

V. DESIGN PHASE FUNDING

A. SHA shall be responsible for all costs to design the PROJECT with the exception of the SHELTERS and the KIOSK, which shall be the CITY's responsibility.

B. The CITY shall be responsible for all costs to design the SHELTERS and the KIOSK and shall be responsible for all costs to transmit and/or deliver to SHA the final plans for the SHELTERS and the KIOSK and any and all revisions thereof. or additions thereto.

VI. CONSTRUCTION PHASE FUNDING

A. SHA Responsibility

1. SHA shall be responsible for all costs to advertise, award and administer the construction contract for the PROJECT.

2. SHA shall be responsible for all costs to construct the PROJECT with the exception of the SHELTERS, the KIOSK and the BETTERMENTS, which shall be the CITY's responsibility.

3. SHA shall provide a detailed invoice to the CITY for all costs incurred by SHA for activities related to the construction of the BETTERMENTS, including SHA's direct salaries, payroll burden and overhead (i.e., administrative and general expenses) for construction engineering services

(i.e., construction inspection and material testing/certification) and other direct costs such as materials.

4. If timely payment of invoices is not made by the CITY or SHA performs corrective action as described in Paragraph VII.A., SHA may, in its sole discretion, make a deduction from the CITY's share of Highway User Revenues for all costs incurred by SHA for such corrective action.

5. SHA shall provide funding to the CITY for a portion of the cost to construct/erect the SHELTERS in an amount equal to SHA's usual and customary costs for SHELTERS. For purposes of this MOU, SHA's usual and customary cost for SHELTERS is $6,000 each. SHA shall provide such funds to the CITY upon the CITY's completion of construction/erection of the SHELTERS, and upon receipt of an invoice from the CITY.

B. CITY Responsibility

1. The CITY shall reimburse SHA, within thirty (30) days of receipt of each invoice for all costs incurred by SHA for the construction of the BETTERMENTS under SHA contract MO7915171. For purposes of this MOU the cost to construct the BETTERMENTS, including SHA's direct salaries, payroll burden and overhead is estimated to be $169,636.00. This cost is an estimate only and does not include unanticipated or SHA's direct salaries, payroll burden and overhead for construction engineering services for which the CITY shall be solely responsible.

   a) SHA's costs for direct salaries, payroll burden, and overhead incurred in the construction of the BETTERMENTS for Construction Engineering Services is estimated to be $33,870.00. This is an estimate only and does not include unanticipated costs which may be encountered and for which the CITY shall be solely responsible.

2. The CITY shall construct/erect the SHELTERS upon the FOUNDATION upon completion of the PROJECT by SHA, or as permitted by SHA's District 3 Office.

3. The CITY shall construct/erect the KIOSK upon completion of the PROJECT by SHA, or as permitted by SHA's District 3 Office.

4. The CITY shall, upon completion of construction/erection of the SHELTERS on the FOUNDATION, invoice SHA for SHA's usual and customary cost for SHELTER construction. For purposes of this MOU, SHA's usual and customary costs for SHELTERs is $6,000.

5. The CITY shall reimburse SHA for all reasonable documented costs that exceed and/or which result from unanticipated conditions encountered on-site related to the constuction of the BETTERMENTS. SHA shall notify the CITY not later than forty-eight (48) hours after a determination of an

unanticipated condition related to the construction of the BETTERMENTS and shall allow the CITY a reasonable amount of time, to comment upon such conditions prior to SHA changes in construction of same, to the extent, SHA can make such changes without CITY concurrence for public safety issues or to alleviate a claim situation.

6. The CITY shall reimburse SHA:

   i) For any construction claim filed by the SHA's project construction contractor that can be documented to have occurred as a result of or in connection with the construction activities related to the BETTERMENTS or as a result of the any of the CITY's actions or failure to act. SHA shall promptly provide the CITY with written notification of all delay claims filed by the construction contractor and shall allow the CITY a reasonable time under the circumstances to respond to those claims, when those claims, in SHA's opinion, are the financial responsibility of the CITY. The approval of the CITY for settlement of any claim which SHA deems are the responsibility of the CITY will be requested, but is not required by SHA prior to settlement, and

   ii) In the event the CITY eliminates, deletes, and/or reduces quantities to maintain its present or future budget constraints, and such elimination, deletion, and/or reduction causes a premium price, a re-negotiated price and any adverse effects to the Project.

7. In the event the lowest responsible bid price for construction of the BETTERMENTS, plus SHA's direct salaries, payroll burden and overhead total more than the CITY's allocated funding, the CITY shall:

   a) allocate additional funding to match the costs of the BETTERMENTS included in the proposed winning construction bid plus the associated SHA direct salaries payroll burden and overhead, or

   b) revise the scope of work and delete items to stay within the current allocations, or

   c) reject the bid in its entirety and reimburse SHA for all costs and expenses for such deletion from SHA's contract to include, but not be limited to, claims, revisions, salaries, payroll burden, and overhead.

VII. MAINTENANCE

A. SHA Responsibility

1. In the event, in SHA's sole opinion, corrective action is needed to the LANDSCAPING; SHA shall notify the CITY as to the maintenance required. The CITY shall commence the corrective action within thirty (30) days of written notification from SHA. If the CITY does not commence corrective action within thirty (30) days, SHA reserves the right to perform such corrective action as may be needed at the sole cost and expense of the CITY.

2. SHA and/or its construction contractor for the PROJECT shall warrant all landscaping and street trees installed pursuant to GP-4.10 and TC-3.04.

B. CITY Responsibility

1. Upon completion of construction of the PROJECT, the CITY shall own and maintain the BETTERMENTS, the SHELTERS, and the KIOSK, and ii) maintain the SIDEWALKS, the HIKER/BIKER TRAIL, the LANDSCAPING and those parts of the EXTENSION constructed upon CITY owned or controlled right-of-way.

2. The CITY shall annually apply for and obtain a PERMIT from SHA's District 3 Office for the sole purpose of obtaining a right-of-entry onto SHA property in order to provide the necessary maintenance for the LANDSCAPING, the SHELTERS and the KIOSK.

3. The CITY agrees that it will provide all maintenance of the LANDSCAPING (including, but not limited to, pruning, mulching, replacement and watering of trees, shrubs, and perennials), the SHELTERS, the KIOSK, and mowing.

4. The CITY agrees that it will submit all plantings to be used as replacements and/or additions to the LANDSCAPING to SHA's Office of Environmental Design for approval prior to planting.

5. The CITY agrees that it will initiate any and all corrective actions necessary for the LANDSCAPING as provided in Paragraph VII.A.1. above.

6. The CITY shall be solely responsible for any and all damage to persons and/or property on the P/R LOT caused by or related to its maintenance activities.

7. The CITY agrees that its maintenance activities will have no adverse affect on the capacity of the P/R LOT.

8. The CITY shall be responsible for all costs and expenses necessary to maintain the SHELTERS, the LANDSCAPING, the SIDEWALK, the HIKER/BIKER TRAIL, the BETTERMENTS and the KIOSK upon completion of construction of the PROJECT.

9. The CITY shall be responsible for all energy costs of the PED LIGHTING and any signalization constructed as part of the EXTENSION.

VIII. GENERAL

A. The amount to be reimbursed to SHA by the CITY under this MOU is estimated to be $169,636.00, being the combined total of the CITY's costs as set forth herein, including the BETTERMENTS construction costs and SHA's direct salaries, payroll burden and overhead for Construction Engineering Services provided for the construction of the BETTERMENTS. This cost is an estimate only and does not include unanticipated costs which may be encountered during construction which shall be the sole obligation of the CITY.

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

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

D. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated as substantive provisions of this MOU.

E. The CITY shall indemnify, save harmless and defend, SHA, MDOT and the State of Maryland against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon SHA by reason of any act or failure to act on the part of the CITY, its agents, contractors, subcontractors, servants, employees or licensees occurring or arising in connection with the CITY's activities and obligations under this MOU.

F. SHA agrees to permit the CITY to place the KIOSK within the P/R LOT provided, however, that plans are submitted to SHA's District Engineer for comment and approval, all construction and maintenance activities for the KIOSK be performed and funded by the CITY; and, construction and operation of the KIOSK does not reduce the operating capacity of the P/R LOT.

G. All notices and/or invoices, if to the CITY, shall be addressed to:

If to the City:

Mr. James D. Arnoult
City of Gaithersburg
Department of Public Works Parks Maintenance and Engineering
31 South Summit Avenue
Gaithersburg, MD 20877
Phone: (301) 258-6370
Fax: (301) 258-6375
E-Mail: jarnoult@ci.gaithersburg.md.us

If to SHA:

for Design:
Mr. Kirk McClelland, Acting Director
Office of Highway Development
State Highway Administration
707 N. Calvert Street
Baltimore MD 21202
Phone: (410) 545-8800
Fax: (410) 209-5001
E-Mail: kmcclelland@sha.state.md.us

for Construction:
Mr. Dennis McMahon, Assistant District Engineer
State Highway Administration
9300 Kenilworth Avenue
Greenbelt, MD 20770
Phone: (301) 513-7300
Fax: (301) 513-7415
E-Mail: dmcmahon@sha.state.md.us

with a copy of all correspondence to:
Mr. E. Glenn Klaverweiden, Agreements Coordinator
Regional and Intermodal Planning Division
State Highway Administration
707 N. Calvert Street
Baltimore MD 21202
Phone: (410) 545-5677
Fax: (410) 209-5025
E-Mail: gklaverweiden@sha.state.md.us

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

STATE HIGHWAY ADMINISTRATION

WITNESS

BY: _____ 12/12/09 (SEAL)
Parker F. Williams — Date
Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Douglas R. Rose
Deputy Administrator/Chief Engineer
for Operations

Neil J. Pedersen
Deputy Administrator
for Planning and Engineering

Gayle M. Seward
Director of Finance and
Information Technology

FINAL

CITY OF GAITHERSBURG,
MONTGOMERY COUNTY,
MARYLAND

WITNESS

_____

BY: _____ (SEAL)
David B. Humpton Date
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
For City Attorney Stanley Abrams

RECOMMENDED FOR APPROVAL:

_____
James D. Arnoult
Director of Public Works

FINAL

FAX MEMO

DATE April 29, 2003

FAX NUMBER 410-209-5033

TO: Kevin Powers

FROM: Donald Rice

Total number of pages including this sheet: 2 If you did not receive all pages, please call the sender.

Comments:

Provided per our phoncon of April 25.

City of Rockville • 111 Maryland Avenue • Rockville, Maryland 20850-2364 • FAX 240-314-8539
Public Works Administration

RECEIVED

APR 29 2003

HIGHWAY INFORMATION SERVICES DIVISION

See MD 189 Transfer
MOA 12/4/2000
Agreement 11/15/2000

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

State Highway Administration
Driven to Excel

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

MARYLAND DEPARTMENT OF TRANSPORTATION

April 25, 2003

Mr. Eugene H. Cranor
Director of Public Works
City of Rockville
111 Maryland Avenue
Rockville MD 20850

RECEIVED
APR 29 2003
HIGHWAY INFORMATION SERVICES DIVISION

Dear Mr. Cranor:

Thank you for your letter regarding the Road Transfer Agreement for MD 189 (Great Falls Road) now that the construction of the Neighborhood Conservation Project (NCP) is essentially complete. The State Highway Administration (SHA) appreciates the opportunity to work with the City of Rockville to enhance our communities.

I have reviewed your proposal with Mr. Neil J. Pedersen, Acting SHA Administrator and he concurs with my recommendation that the City perform the outstanding work items. In lieu of billing SHA for the cost difference, we will consider all financial obligations resolved and all conditions of the road transfer met. If you are in agreement, please notify me and we will proceed with the final paperwork.

Thank you again for your letter. If you have any further questions, please do not hesitate to contact me or Mrs. Sue A. Palmer, my Special Assistant, at 301-513-7311 or 1-800-749-0737.

Sincerely,

Charlie K. Watkins
District Engineer

CKW:SAP

cc: Mrs. Sue A. Palmer, Special Assistant to the District Engineer, State Highway Administration
Mr. Neil J. Pedersen, Acting Administrator, State Highway Administration

From: KEVIN POWERS
To: STEPHEN CLARKE
Date: 10/1/01 1:32PM
Subject: MD 189 Road Transfer, SHA to Rockville

Steve,
I need a copy of the road transfer agreement (not the MOA) for the MD 189 transfer to Rockville as soon as possible.

The MOA date was December 4, 2000; the agreement date was November 15, 2000. The item number associated with this agreement is #87804.

HISD received this MOA on January 12, 2001. Having no indication there were any conditions and restrictions to this transfer other than the standard "boilerplate" language, this office expedited the transfer of this road to Rockville, and the mileage was credited to Rockville's account for the current fiscal year.

I received a call this morning from Donald Rice, Rockville's public works director. He expressed his surprise that Rockville was already receiving mileage credit for this road. Apparently, the transfer is contingent upon reconstruction that just began this past May, and won't be finished until possibly later this year.

I know I've mentioned this before, but I need to always receive a copy of the actual road transfer agreement as well as the MOA when it is delivered. And, in light of the difficulty our office has had in receiving some of the previous MOAs, I'm requesting you or a member of your office contact me when each MOA is issued to ensure HISD's timely receipt of these materials.

If you have any questions or concerns about this, please contact Michael Baxter, Assistant Division Chief at x5511, or me at x5518.

Thank you for your continued support in these efforts.

Kevin

CC: MICHAEL BAXTER

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

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

MJ
12/5/00

December 4, 2000

Neil J. Pedersen, Deputy Administrator/Chief Engineer for Planning and Engineering, executed a road transfer agreement dated November 15, 2000, between the State Highway Administration and The Mayor and Council of Rockville relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the Roadway to the City of Rockville shall be upon the complete execution of this agreement.

State Highway Administration to The Mayor and Council of Rockville:

Mu 1281 MD Rte. 189 (Great Falls Road) - Northward from Maryland Avenue, at SHA M.P. 5.05, to West Montgomery Avenue (MU 3268), at SHA M.P. 5.72, for a total distance of 0.67± miles

Total mileage to the City of Rockville - 0.67± miles

Item Number: 87804

Said agreement has previously been executed by the appropriate officials of the S.H.A. and The Mayor and Council of Rockville and approved to form and legal sufficiency by Assistant Attorney General, Michael P. Kenney.

HTC:seb

My telephone number is 545-2812

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

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

S.H.A.

Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. M. Lenhart
Ms. Rose Davis
Mr. Steve Foster
Mr. R. D. Douglass
Ms. C. Simpson
Mr. D. German
Mr. G. Hadel
Mr. T. Hicks
Ms. E. Homer
Mr. R Harrison
Mr. G. Klaverwieden
Mr. E.S. Freedman
Mr. A. Lijewski
Mr. K. McClelland
Mr. J. Miller
Mr. K. Powers
Mr. D. Rose
Mr. K.G. Shelton
Mr. D. Simmons
Mr. D. Ward
Mr. D. Weddle
Mr. P.F. Williams
Mr. M. Shah
Mr. Ed Schmidbauer
Mr. Charlie Watkins
Mr. Richard Ravenscroft
Mr. M. Knecht

THE MAYOR AND COUNCIL OF ROCKVILLE

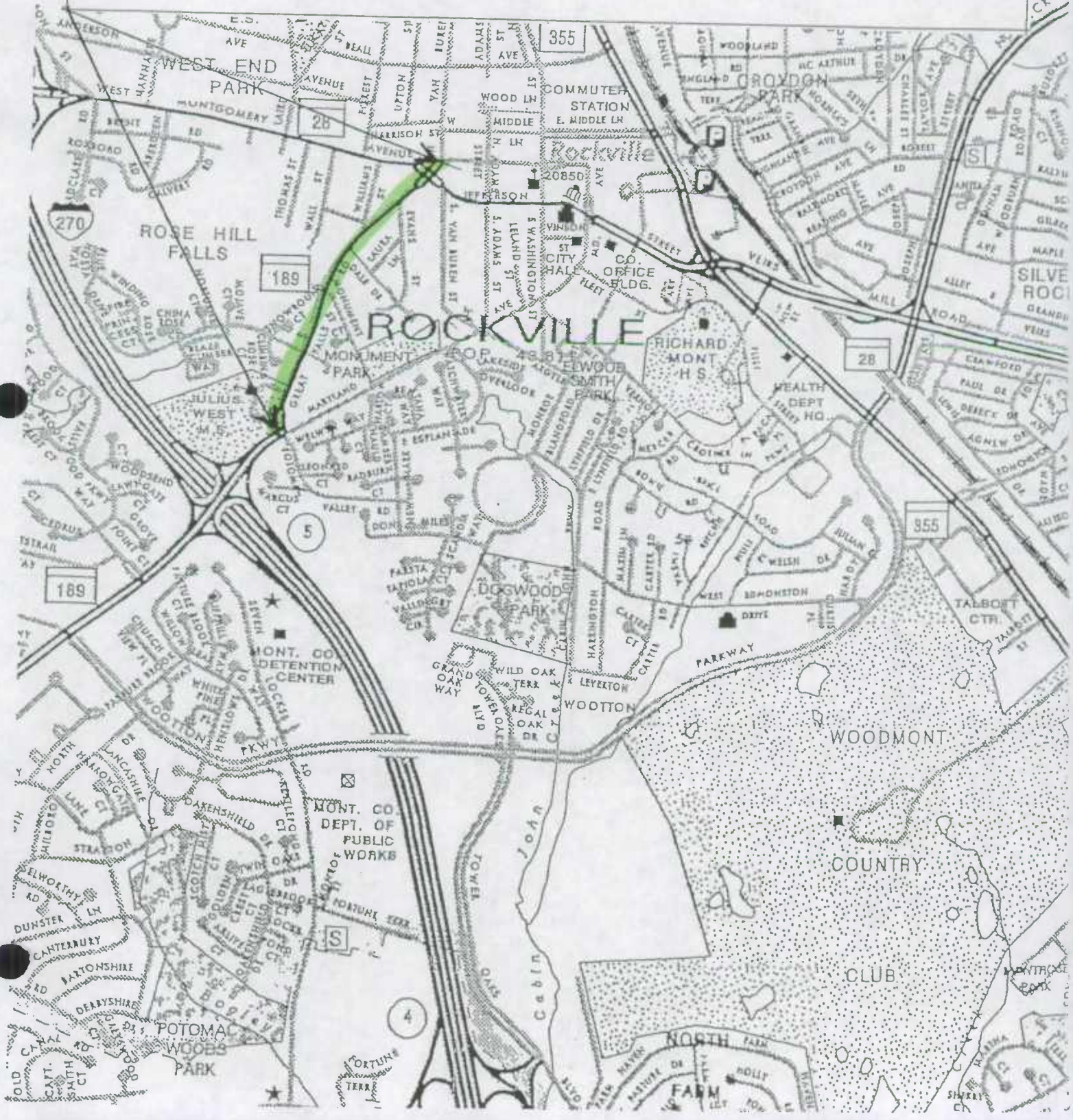
Mr. W. Mark Pentz
City Manager

Mr. Paul Glasgow
City Attorney

SHA to The Mayor and Council of Rockville:

MD Route 189 (Great Falls Road) - Northward from Maryland Avenue, at SHA M.P. 5.05, to West Montgomery Avenue (MU 3268), at SHA M.P. 5.72, for a total distance of 0.67± miles

Item No.: 87804



ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 15th day of November, 2000, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as the "Highway Administration", party of the first part, and The Mayor and Council of Rockville, hereinafter referred to as the "City", party of the second part.

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

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

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

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

SHA to The Mayor and Council of Rockville:

MD Route 189 (Great Falls Road) - Northward from Maryland Avenue, at SHA M.P. 5.05, to West Montgomery Avenue (MU 3268), at SHA M.P. 5.72, for a total distance of 0.67± miles

Item No.: 87804

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

A. The Highway Administration agrees to reconstruct the roadway inside the limits of the City as specified under S.H.A. Construction Contract No. MO 7825183.

B. The effective date of transfer of the Roadway to the City shall be upon completion of construction.

C. The Roadway mileage will be included in the City's inventory as of December 1st of the year following the date set forth in Item 2-B above.

D. The basis for the allocation of funds to the City will include the Roadway mileage (i.e., the additional 0.67+ mile) beginning July 1st of the year following the date as set forth in Item 2-B above.

E. The transfer of the Roadway to the City is made on an "as-is" basis, including the reconstruction as specified in point 2-A above as well as all appurtenances and bridge structures.

F. The City hereby accepts jurisdiction over and responsibility for the maintenance of Roadway as of the effective date of transfer as set forth in Item 2-B above.

G. The City agrees not to restrict truck traffic access to the Roadway.

3. The Highway Administration will hereafter prepare a deed conveying ownership of the Roadway to the City subject to the approval of the Board of Public Works of Maryland. A copy of the executed deed, plats, and Agreement will be presented to the party of the second part for review, with the understanding that the Highway Administration will record the deed unless notified to the contrary by the party of the second part within thirty (30) days.

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

RECOMMENDED FOR APPROVAL

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Paul Jones

By: _____
Director, Office of Planning
And Preliminary Engineering

RECOMMENDED FOR APPROVAL

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

Approved as to form and legal sufficiency this 30 day of June, 2000.

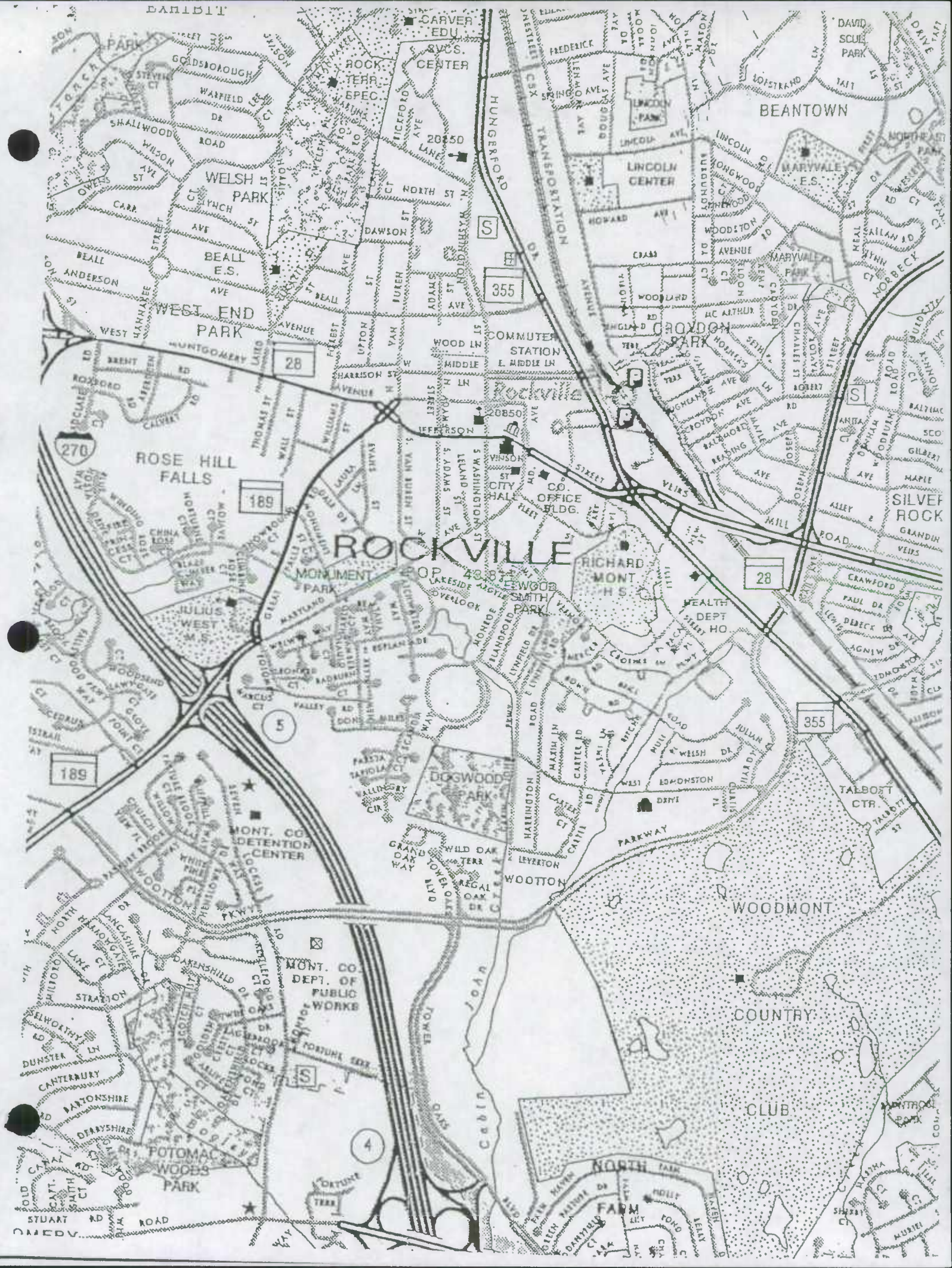
Michael P. Kenney
Assistant Attorney General

THE MAYOR AND COUNCIL OF
ROCKVILLE

By: _____
W. Mark Pentz
City Manager

Approval as to form and legal sufficiency this 15th day of November, 2000

Paul T. Glasgow
City Attorney


CARVER EDU. SVCS. CENTER
ROCK TERR SPEC.
WELSH PARK
BEALL E.S.
WEST END PARK
ROSE HILL FALLS
ROCKVILLE
MONUMENT PARK
JULIUS WEST M.S.
COMMUTER STATION
CITY HALL
CO. OFFICE BLDG.
RICHARD MONT. H.S.
HEALTH DEPT HQ.
DOGWOOD PARK
MONT. CO. DETENTION CENTER
MONT. CO. DEPT. OF PUBLIC WORKS
POTOMAC WOODS PARK
BEANTOWN
LINCOLN CENTER
MARYVALE E.S.
MARYVALE PARK
CROYDON PARK
SILVER ROCK
WOODMONT
COUNTRY
CLUB
NORTH FARM
TALBOTT CTR.
HUNGERFORD
TRANSPORTATION
WOOTTON
PARKWAY
Cabin John
355
28
189
270

From: CHARLIE WATKINS
To: KEVIN POWERS
Date: 8/3/00 10:35AM
Subject: Re: Father Hurley Boulevard, Montgomery County

Kevin,

At the time of the County's letter, Parker decided we would not accept this road into our system without transferring an equal number of lane miles to Montgomery County. We discussed this with the County at a semi-annual dinner meeting that Parker, Neil, and I attend.

If you have any questions, please let me know.

Thanks,
Charlie

>>> KEVIN POWERS 08/01/00 11:32AM >>>
Dear Mr. Watkins,

I'm Kevin Powers with SHA's Highway Information Services Division in Baltimore.

Recently, a question arose as to the maintenance status of a portion of Father Hurley Boulevard in Montgomery County from the I-270 interchange to Maryland Routes 355 and 27. Currently our records indicate neither SHA nor Montgomery County maintains this section.

Has there been any official change in the maintenance status of this section? The only correspondence I have concerning this is a letter from Graham Norton to you dated October 28, 1998, stating they arranged to have this section built. However, Montgomery County has never officially certified to SHA (via their annual road improvement report) that they own and maintain this section.

I'm attaching the memo I'm placing in our records concerning this section. If the status has changed, please let me know. My phone number is 410-545-5518, or you may e-mail me if that is convenient.

Thank you,

Kevin Powers
Highway Information Services Division

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

MEMORANDUM

To: Montgomery County Inventory Book
SHA Montgomery County Memoranda-of-Action Book
Montgomery County Road Improvement Report for year 2000

From: Kevin J. Powers
Manager, State and Local Roadway System
Highway Information Services Division

Date: July 21, 2000

Subject: Father Hurley Boulevard

A question recently arose as to why a certain section of Father Hurley Boulevard, from a point east of the interchange with Interstate Route 270 to the intersections of Maryland Routes 355 and 27, is currently classified as an Other Public (OP) route (OP 5871, on SHA index map D-10).

According to the attached letter from Graham Norton, Director of the Montgomery County Department of Public Works and Transportation to Charlie Watkins, SHA District 3 Engineer, Montgomery County arranged to have this section built, apparently with the impression SHA would take over ownership and maintenance once this was built. To my knowledge, SHA has not agreed to do so.

Since neither SHA nor Montgomery County has accepted maintenance responsibility for this section, the Highway Information Services Division (HISD) is currently classifying this portion of Father Hurley Boulevard as an Other Public roadway, that is, a road which is open to unrestricted public travel, but is not claimed for maintenance purposes by any governmental jurisdiction.

This will remain the classification for this portion of Father Hurley Boulevard until such time as either SHA or Montgomery County begins official maintenance of this roadway.

Attachments: Letter to Charlie Watkins from Graham Norton, October 29, 1998.
Copy of 1988 Highway Needs Inventory sheet.
Father Hurley Boulevard location map (county index map D-10).

My telephone number is 410-545-5518

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

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

Post-It® Fax Note 7671	Date 7/21/00	# of pages ▸ 3
To Kevin Powers	From Mike Shall	
Co./Dept. MSHA	Co. Mo Co DPWT	
Phone # 410-545-5518	Phone # 240-777-7605	
Fax # 410-209-5033	Fax # 240-777-7670	

Douglas M. Duncan
County Executive

DEPARTMENT OF PUBLIC WORKS
AND TRANSPORTATION

Graham J. Norton
Director

October 29, 1998

Mr. Charlie K. Watkins, District Engineer
Maryland State Highway Administration
9300 Kenilworth Avenue
Greenbelt, Maryland 20770

Dear Mr. Watkins:

This is in response to your recent letter regarding a proposed road transfer of a portion of a State Highway (MD 117) for a portion of a County Road (Father Hurley Boulevard/Ridge Road) on an approximate lane mile basis. Unfortunately, the County does not agree that this is an appropriate instance for a lane mile type transfer. We do believe that it makes sense to transfer Ridge Road between I-270 and MD 355 to the State but we do not believe it is sensible for us to accept a State Road in return.

Our rationale for the above position is based on the fact that this portion of Ridge Road was officially shown on the State's 1988 Revised Highway Needs Inventory (copy attached) as "MD 27 - Cedar Grove/Ridge Road I-270 to south end of Oak Drive" (emphases mine). In other words, SHA was noting its specific intent that this section of roadway was to one day be on the State system as part of MD 27. As you know, Montgomery County's infrastructure needs for the rapidly developing Germantown area outstripped SHA's ability to deliver this needed link in the transportation system in a timely fashion, and so the County arranged for the private sector to fund and implement construction of this roadway. In other words Montgomery County worked with the private sector to "advance-build" a key link in the ultimate State Highway system through the County's development regulation process.

I certainly agree that now is an appropriate time for SHA to accept maintenance and ownership of Ridge Road from I-270 to MD 355, based on the fact that the construction has been completed and the roadway opened to traffic. I do not agree that Montgomery County should be required to accept another State Road in exchange, since this section of Ridge Road (MD 27) was clearly listed in the Highway Needs Inventory. Montgomery County DPWT stands ready to work with SHA to execute an agreement only transferring Ridge Road between I-270 and MD 355 from the County to the State. We look forward to working with you on such an effort and will be pleased to review a draft copy of such an agreement which you prepare. Please contact Mr. John J. Clark, Director of Project Development, if you need further information regarding this matter. Your continuing assistance is appreciated.

Sincerely,

Graham J. Norton
Director

GJN/jmc

ridgrdtr.crs

cc: John J. Clark
John W. Thompson
Vernon L. Stinnett, Jr.
Randolph P. Brown
Randy Paugh
Neil Pedersen
Richard Ravenscroft
Majid Shakib
Glen Smith

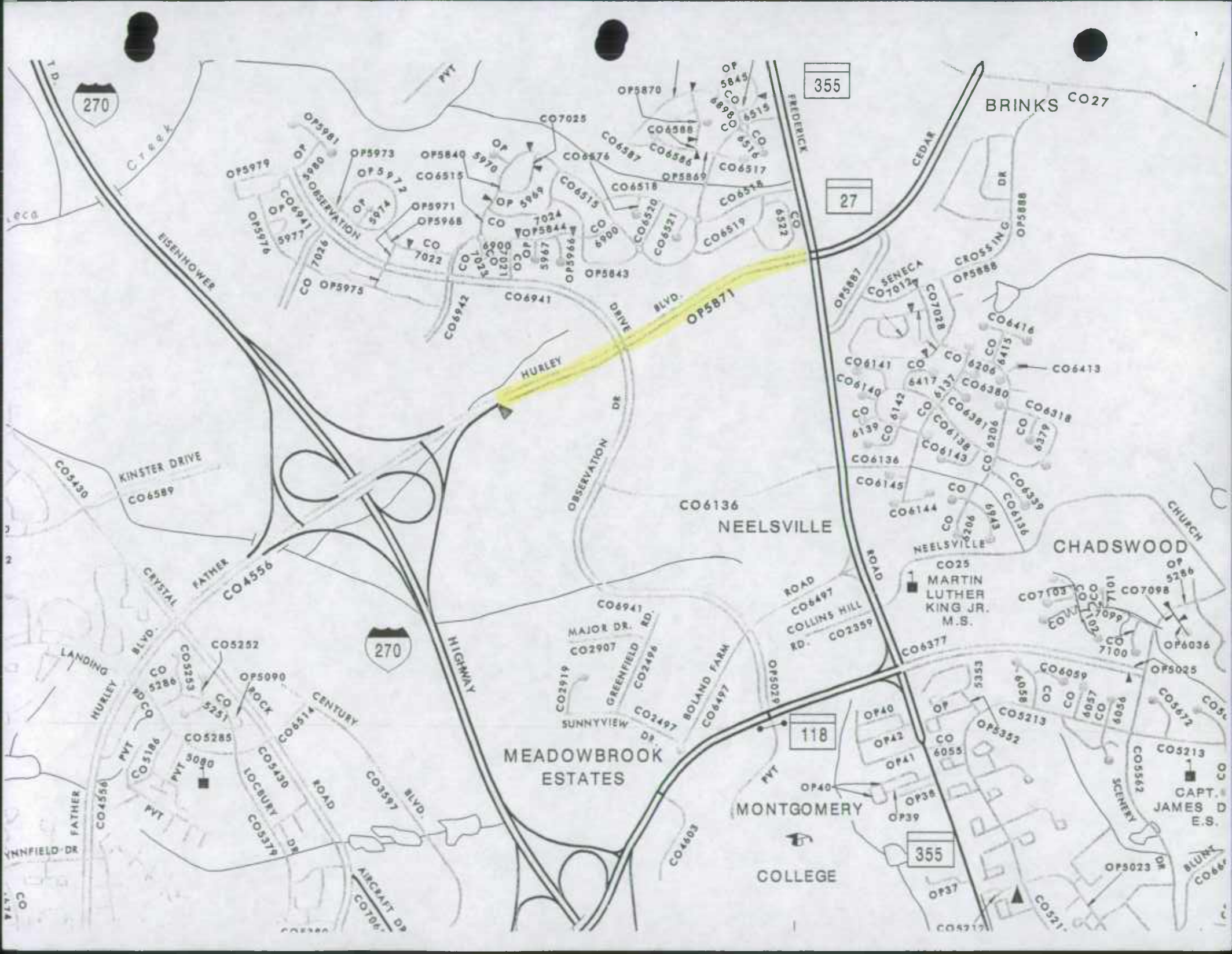
HIGHWAY NEEDS INVENTORY
MONTGOMERY COUNTY - SECONDARY
(revised 1988)

MAP REF.	ROUTE-ROUTE NAME LIMITS	LENGTH (MILES)	NEED*	IMPROVEMENT TYPE** COST ($000)
1	MD 27-CEDAR GROVE/RIDGE ROAD I-270 TO SOUTH END OF OAK DRIVE	4.8	Se	DIVIDED HIGHWAY RECONSTRUCT 26,600
2	MD 27-RIDGE ROAD SOUTH END OF OAK DRIVE TO GUE ROAD	3.0	Se,St	DIVIDED HIGHWAY RECONSTRUCT 14,800
3	MD 27-RIDGE ROAD GUE ROAD TO HOWARD COUNTY LINE	2.6	Se	DIVIDED HIGHWAY RECONSTRUCT 14,200
4	MD 28-DARNESTOWN/ROCKVILLE ROAD MD 112 TO MD 124	2.5	Se	DIVIDED HIGHWAY RECONSTRUCT 14,200
5	MD 28-DARNESTOWN/ROCKVILLE ROAD MD 124 TO I-270	4.9	Se	6 LANE DIVIDED HIGHWAY RECONSTRUCT/CONSTRUCT 29,900
6	MD 28-NORBECK ROAD MD 97 TO MD 182	2.6	Se,St	MULTI-LANE RECONSTRUCT 14,800
7	MD 28 EXTENDED MD 182 TO MD 198 EAST OF MD 650	3.8	Se	2 LANE CONSTRUCT 8,500
8	MD 97-GEORGIA AVENUE NORTH OF MD 108 TO MD 97 RELOCATED AT GOLD MINE ROAD	1.3	Se,St	DIVIDED HIGHWAY RECONSTRUCT 7,900
9	MD 97 RELOCATED (BROOKEVILLE BYPASS) GOLD MINE ROAD TO NORTH OF BROOKEVILLE AT REDDY BRANCH	0.8	Se,St	2 LANE CONSTRUCT 3,200
10	MD 97-GEORGIA AVENUE NORTH OF BROOKEVILLE AT MD 97 RELOCATED TO HOWARD COUNTY LINE	4.1	Se,St	2 LANE RECONSTRUCT 17,900
11	MD 107-POOLESVILLE/DAWSONVILLE ROAD MD 109 TO MD 28	4.8	Sa	2 LANE RECONSTRUCT (INCLUDES SENECA CREEK BRIDGE) 15,900
12	MD 108-DAMASCUS ROAD MD 27 TO MD 650 (WEST)	4.5	Se	2 LANE RECONSTRUCT 15,000
13	MD 108-LAYTONSVILLE ROAD MUNCASTER ROAD TO WEST OF MD 97	3.4	Se	DIVIDED HIGHWAY RECONSTRUCT 19,500
14	MD 108-SANDY SPRING ROAD EAST OF MD 97 TO MD 182	1.2	Se	DIVIDED HIGHWAY RECONSTRUCT 7,100

* Need: Sa - Safety Se - Service St - Structure

** No final alignment or improvement type can be recommended until studies are completed indicating the most feasible alternative.

*** Included in Needs Inventory by Legislative Mandate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KINSTER DRIVE
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CO6136
NEELSVILLE
ROAD
CROSSING
SENECA
CHURCH
CHADSWOOD
MARTIN LUTHER KING JR. M.S.
CO25
CO6413
CO6377
COLLINS HILL RD.
CO2359
CO6497
MAJOR DR.
CO2907
GREENFIELD
BOLAND FARM
SUNNYVIEW DR.
MEADOWBROOK ESTATES
MONTGOMERY
COLLEGE
CAPT. JAMES D
E.S.
CO4556
CRYSTAL
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LANDING
HURLEY
BLVD.
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ROCK
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PVT
LOCBURY
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AIRCRAFT DR
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PVT 3080
FATHER
YNNFIELD DR
Creek
eca

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

MEMORANDUM OF ACTION OF DIRECTOR NEIL J. PEDERSEN
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING MJ 1/20/00

January 18, 2000

Neil J. Pedersen, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated October 18, 1999, between the State Highway Administration and Montgomery County, Maryland relative to the transfer of the following described areas along MD Route 384, Colesville Road and subject to the conditions more fully set forth in the agreement. The effective date of the Road Transfer shall be after the Donation Area is deeded to the State Highway Administration and upon complete approval and execution of the partial road transfer agreement.

State Highway Administration to Montgomery County, Maryland

I. Parcel A - Consisting of 5,518 square feet known as the Donation Area

II. Parcel B - Consisting of 3,255 square feet adjacent to the Donation area, which collectively with the Donation Area is hereinafter described as the "Transfer Area"

TOTAL TRANSFER AREA TO THE COUNTY - 8,773 SQUARE FEET

Item Number: 85407B

Said agreement has previously been executed by the appropriate officials of the State Highway Administration and Montgomery County, Maryland and approved as to form and legal sufficiency by Assistant Attorney General, Libby Reamer.

SNC:seb

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

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	50°49'52"	22.00	19.52	10.45	S 79°42'23" E	18.88
C2	86°38'25"	27.46	41.52	25.89	N 89°28'52" W	37.68

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 50°04'28" W	52.39'
L2	N 52°52'27" E	79.58'
L3	S 49°11'20" W	53.98'
L4	N 52°40'44" E	123.13'
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L6	S 50°11'23" W	43.49'
L7	N 49°38'04" E	78.03'
L8	S 42°32'07" E	15.68'
L9	S 48°04'00" W	7.74'
L10	S 40°01'14" E	17.00'
L11	S 49°25'15" W	135.61'
L12	S 60°32'46" W	30.99'
L13	S 52°58'48" W	167.85'
L14	S 52°58'48" W	152.90'
L15	S 87°18'19" E	29.64'
L16	S 52°12'36" W	160.00'
L17	S 52°12'36" W	323.85'
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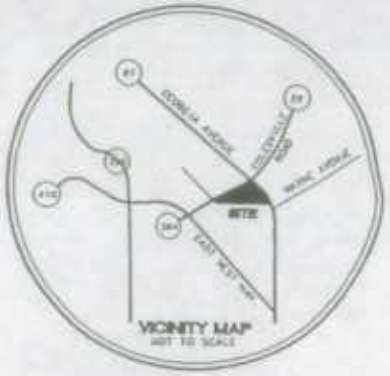

BENGTSON, DeBELL & ELKIN, LTD.
ENGINEERS • SURVEYORS • PLANNERS • LANDSCAPE ARCHITECTS
170 ROLLINS AVENUE ROCKVILLE, MARYLAND 20852
(301) 572-1638

BDE

SILVER TRIANGLE
VAULT PARKING EXHIBIT - PARCELS "A" AND "B"

COLESVILLE DISTRICT
SCALE: 1"= 50'

MONTGOMERY COUNTY, MARYLAND
AUGUST 31, 1998

S.H.A.

Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. M. Lenhart
Ms. Rose Davis
Mr. A.M. Capizzi
Mr. R. D. Douglass
Ms. C. Simpson
Mr. D. German
Mr. G. Hadel
Mr. T. Hicks
Ms. E. Homer
Mr. R Harrison
Mr. W. Kowalsky
Mr. E.S. Freedman
Mr. A. Lijewski
Mr. K. McClelland
Mr. J. Miller
Mr. K. Powers
Mr. D. Rose
Mr. K.G. Shelton
Mr. D. Simmons
Mr. D. Ward
Mr. D. Weddle
Mr. P.F. Williams
Mr. M. Shah
Mr. Ed Schmidbauer
Mr. Richard Ravenscroft
Mr. Charlie Watkins
Mr. Martin Knecht

Montgomery COUNTY

Mr. Douglas M. Duncan
County Executive

Mr. Albert J. Genetti, Jr., P.E.
Director, Department of Public
Works and Transportation

Mr. Robert Merryman
Deputy Director, Department of Public
Works and Transportation

Ms. Gayle Libby Curtis, Esq.
Chief, Property Acquisition Section

Mr. Ernest Crofoot
Associate County Attorney

PARTIAL ROAD TRANSFER AGREEMENT
(Portion of Colesville Road)
State Highway Administration Item No. 85407B

THIS PARTIAL ROAD TRANSFER AGREEMENT (this "Agreement") made this 18TH day of October, 1999, by and between the **State Highway Administration of the Department of Transportation of Maryland** (the **"Highway Administration"**), party of the first part, and **Montgomery County, Maryland** (the **"County"**), party of the second part.

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

WHEREAS, the Highway Administration owns Colesville Road from right of way line to right of way line;

WHEREAS, Triangle MLP Limited Partnership ("Triangle MLP"), a Maryland limited partnership and former owner of a certain tract of real property which borders on Colesville Road, Georgia Avenue, Wayne Avenue and Ramsey Avenue in Silver Spring, Maryland (the "Development Site"), has intended to donate to the Highway Administration a parcel of land consisting of approximately 5,518 square feet along the southeasterly side of Colesville Road and more particularly shown and described as Area "A" on the plan attached hereto as Exhibit "A" (the Donation Area");

WHEREAS, Triangle MLP has conveyed the Development Site to Security Bank National Association, as trustee for Silver Triangle Realty Trust 1999-1 ("Owner"), and Owner is holding the Development Site pending development thereof as the world headquarters for Discovery Communications, Inc;

WHEREAS, the Owner intends to effect the conveyance of the Donation Area to the Highway Administration;

WHEREAS, the Highway Administration has agreed to convey to the County both the Donation Area and that certain additional parcel of land within the existing right-of-way of Colesville Road, consisting of portions of the currently existing sidewalk area and having a size of approximately 3,255 square feet, along the southeasterly side of Colesville Road, bounded by the Donation Area and the southeasterly curb line of Colesville Road, and more particularly shown and described as Area "B" on the plan attached hereto as Exhibit "A" (which area, collectively with the Donation Area, is hereinafter referred to as the "Transfer Area");

WHEREAS, the County has agreed to accept the Transfer Area as an integral part of the County's highway system; and

WHEREAS, the County and the Highway Administration hereby agree that the Highway Administration shall retain a perpetual easement for highway and utility purposes upon the entire Transfer Area, as limited by the provisions of this Agreement.

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, and in consideration of the conditions hereby set forth herein, the parties hereto agree as follows:

1. The Highway Administration does hereby convey the Transfer Area to the County in fee simple and the County does hereby accept from the Highway Administration ownership of, jurisdiction over and responsibility for the maintenance of the Transfer Area as part of the County's highway system.

2. Conveyance of the Transfer Area is subject to the following conditions:

A. The effective date of transfer of the Transfer Area to the County shall be after the Owner transfers the Donation Area to the Highway Administration, and upon complete approval and execution of this Agreement, including approval by the Board of Public Works of Maryland.

B. The Transfer Area will be included in the County's inventory as of December 1st of the year in which the effective date of transfer occurs.

C. The transfer of the Transfer Area to the County is made on an "as-is" basis.

D. The County accepting, as evidenced by its signature below, ownership of, jurisdiction over, and responsibility for the maintenance of the Transfer Area as of the effective date of transfer as set forth in Item A above.

E. The Highway Administration shall retain a perpetual easement for highway and utility purposes in, on, under (but only within certain horizontal chases constructed between the ceiling slab of the garage vault and the subfloor slab of the sidewalk, and having an interior vertical dimension of twelve (12) inches and an interior horizontal dimension of thirty-six (36) inches), and above the surface of the entire Transfer Area provided that such usage by the Highway Administration does not impair the construction, use, repair, maintenance or restoration of the underground parking garage facility proposed to be constructed by the Owner or its successors or assigns in the subterranean portion of the Transfer Area (the "State Highway Perpetual Highway and Utility Easement"). Such rights of the Owner (the "Vault Parking Rights") are more particularly elaborated in a certain pre-existing "Deed of Vault Parking Easement and

Declaration of Related Covenants and Agreements between the County and Triangle MLP dated August 26, 1996 and recorded in the land records of the County in Liber 15088 at Folio 383 et. seq. (the "Existing Vault Parking Agreement"), which Existing Vault Parking Agreement currently applies to the perimeter areas of the Development Site other than along Colesville Road and is intended to be extended by the County to the perimeter area of the Development Site within the Transfer Area, subject to the State Highway Perpetual Highway and Utility Easement.

F. The Highway Administration hereby grants to the County and the Owner permission to relocate any existing utility installations within the Transfer Area in order to effect the contemplated construction, notwithstanding the State Highway Perpetual Highway and Utility Easement being retained by the Highway Administration hereunder.

3. Upon approval of the Board of Public Works of Maryland, the Highway Administration will execute, deliver and record a quit claim deed: (a) conveying the Transfer Area to the County, and (b) retaining the State Highway Perpetual Highway and Utility Easement, all as set forth in the form of quitclaim deed attached hereto as Exhibit "B", which deed form includes an accurate legal description of the Transfer Area.

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

WITNESS:

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

_____

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

RECOMMENDED FOR APPROVAL

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

Approved as to form and legal sufficiency this
18th day of October, 1999.

Libby C. Reamer
Assistant Attorney General

[Signatures continued on following page]

[Signatures continued from preceding page]

WITNESS:

MONTGOMERY COUNTY, MARYLAND

By: _____
County Executive

RECOMMENDED FOR APPROVAL

Director of Public Works

Approved as to form and legal sufficiency this 15th day of ~~October~~ November, 1999.

_____
Assistant County Attorney

PARTIAL ROAD TRANSFER AGREEMENT
(Portion of Colesville Road)
State Highway Administration Item No. 85407B

Exhibit "A" - Survey Plan

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	150°49'53"	22.00	19.52	10.45	S 79°42'23" E	18.88
C2	156°38'52"	27.48	41.52	25.89	N 89°28'52" W	37.68

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 50°04'26" W	52.39'
L2	N 52°32'27" E	79.58'
L3	S 49°11'20" W	53.96'
L4	N 52°40'44" E	123.13'
L5	S 54°11'16" W	48.83'
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L7	N 49°38'04" E	78.03'
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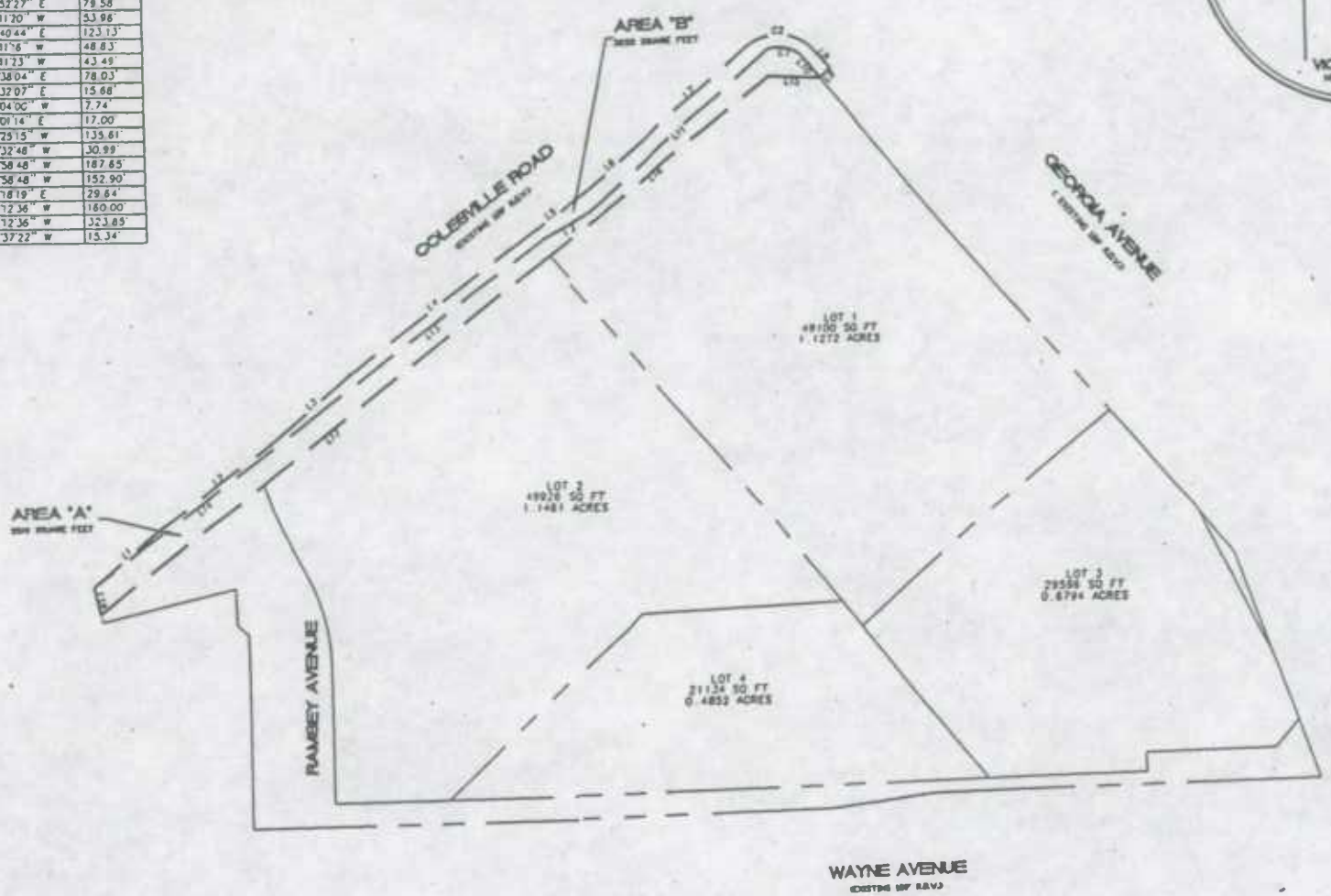

EXHIBIT "A"

SILVER TRIANGLE
VAULT PARKING EXHIBIT - PARCELS 'A' AND 'B'

COLESVILLE DISTRICT
SCALE: 1" = 50'

MONTGOMERY COUNTY, MARYLAND
AUGUST 31, 1998

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ENGINEERS • SURVEYORS • PLANNERS • LANDSCAPE ARCHITECTS
170 ROLLINS AVENUE ROCKVILLE, MARYLAND 20852
(301) 572-1635

BDE

OFFICE LOC

• MONTGOMERY COUNTY, MARYLAND
• LOUDOUN COUNTY, VIRGINIA

PARTIAL ROAD TRANSFER AGREEMENT
(Portion of Colesville Road)
State Highway Administration Item No. 85407B

Exhibit "B" – Form of Quitclaim Deed

STANDARD DEED

SHA 63.00-26D 4/20/93
Mailing Address:
Records & Research Section
Mail Stop - M-202
707 N. Calvert Street
Balto., MD 2l202

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

(A)
Right of Way Item No.
_____

THIS ROAD TRANSFER DEED, made this _____ day of _____ in the year 1999 from the STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part, hereinafter sometimes called the "GRANTORS"; unto MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter sometimes called the "GRANTEE".

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

WHEREAS, the State Highway Administration has constructed certain State Highways and/or Bridges known and designated as Colesville Road, MD Route 29, in the Silver Spring area of Montgomery County; and

WHEREAS, Bengston, DeBell & Elkin, Ltd. has prepared a property drawing showing the entire transfer area consisting of both Area "A" and Area "B", which drawing is identified as Silver Triangle Vault Parking Exhibit – Parcels "A" and "B", dated August 31, 1998, a reduced copy of which is attached hereto and incorporated herein as **EXHIBIT "A"**; and

WHEREAS, the State Highway Administration has determined that it is necessary to retain a perpetual easement for highway and utility purposes (as more fully described in **EXHIBIT "B"** attached hereto and incorporated herein) for the construction, operation, maintenance, use and protection of the highway; and

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

WHEREAS, under the provisions of Section 8-304 of the Transportation Article of the Annotated Code of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Highway Administration of the Department of Transportation.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One Dollar ($1.00), and other good and valuable 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 MONTGOMERY COUNTY, MARYLAND, 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 lots or parcels situate, lying and being in Montgomery County, State of Maryland and described as follows, to wit: THE RIGHTS OF WAY CONVEYED BY THE STATE HIGHWAY ADMINISTRATION-STATE ROADS COMMISSIONERS OF MARYLAND TO MONTGOMERY COUNTY, MARYLAND BY THIS DEED ARE DESCRIBED IN **EXHIBIT "C"**, the legal description of the property being conveyed; **EXHIBIT "C"** is attached hereto as and made part hereof.

RESERVING, HOWEVER, UNTO THE STATE HIGHWAY ADMINISTRATION, its successors and assigns, that certain perpetual highway and utility easement ("Perpetual Easement"), which is more particularly described in **EXHIBIT "B"**, attached hereto and made part. The Perpetual Easement shall encumber the entire property herein conveyed and described in **EXHIBIT "C"** hereof.

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

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

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

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

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

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

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

WITNESS:

STATE HIGHWAY ADMINISTRATION OF THE
DEPARTMENT OF TRANSPORTATION

_____

By:_____(Seal)
Parker F. Williams
State Highway Administrator

Approved as to Form and Legal Sufficiency

_____ _____(Seal)
Assistant Attorney General Parris N. Glendening
Governor of Maryland

Concurred in by:

_____ _____(Seal)
Christian C. Larson William Donald Schaefer
Director, Office of Real Estate Comptroller of Maryland

WITNESS:

_____ _____(Seal)
Secretary Richard N. Dixon
Treasurer of Maryland
Constituting the BOARD OF
PUBLIC WORKS OF MARYLAND

STATE OF MARYLAND - COUNTY OF BALTIMORE, TO WIT:

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

AS WITNESS MY HAND AND NOTARIAL SEAL, this ___ day of ____ in the year _____.

_____(Seal)
Notary Public

My Commission Expires:

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

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

Parris N. Glendening -Governor of Maryland

William Donald Schaefer -Comptroller of Maryland

Richard N. Dixon -Treasurer of Maryland

N:OAG/Real Estate Issues/Libbymisc/RoadTransferDeed10-15-99.doc

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

AS WITNESS MY HAND AND NOTARIAL SEAL, this ___ day of ____ in the year ____.

_____(Seal)
Notary Public

My Commission Expires:

I HEREBY CERTIFY THAT THIS INSTRUMENT HAS BEEN PREPARED UNDER MY SUPERVISION, AN ATTORNEY ADMITTED BY THE COURT OF APPEALS OF MARYLAND.

_____
Assistant Attorney General
State Highway Administration

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	50°49'52"	22.00	19.52	10.45	S 79°42'2[illegible]" E	18.88
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L5	S 54°11'16" W	46.63'
L6	S 50°11'23" W	43.49'
L7	N 49°38'04" E	78.03'
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L9	S 48°04'00" W	7.74'
L10	S 40°01'14" E	17.00'
L11	S 49°25'15" W	135.61'
L12	S 60°32'46" W	30.99'
L13	S 52°58'48" W	167.85'
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L18	N 13°37'22" W	15.34'

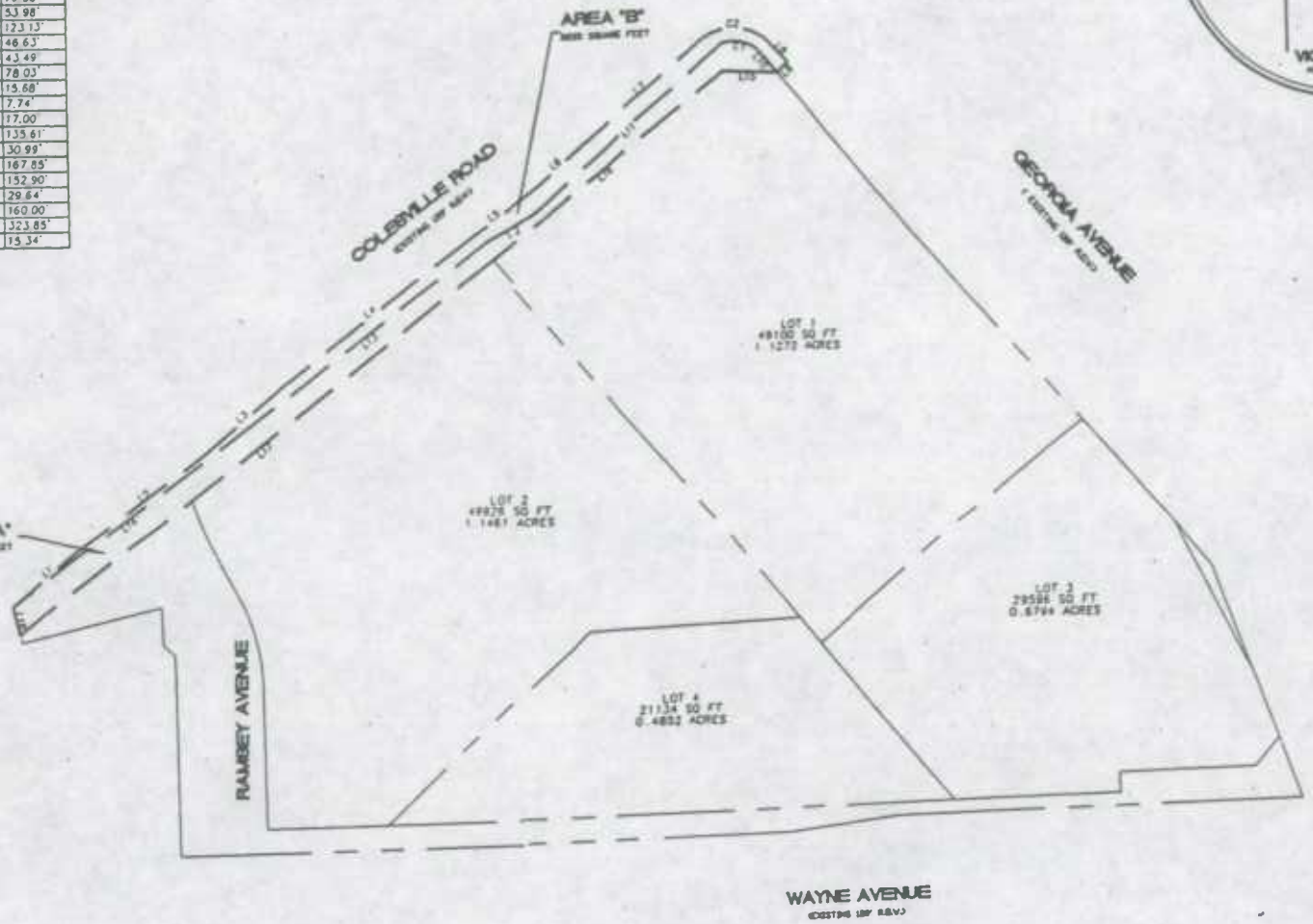

EXHIBIT "A"

SILVER TRIANGLE
VAULT PARKING EXHIBIT - PARCELS 'A' AND 'B'

COLESVILLE DISTRICT
SCALE: 1"= 50'

MONTGOMERY COUNTY, MARYLAND
AUGUST 31, 1998

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170 ROLLINS AVENUE ROCKVILLE, MARYLAND 20852
(301) 572-1635

BDE

OFFICE LOCATI[illegible]
• MONTGOMERY COUNTY, MARYLAND
• LOUDOUN COUNTY, VIRGINIA

QUITCLAIM DEED from the STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION OF MARYLAND to MONTGOMERY COUNTY, MARYLAND

Exhibit "B"

Grantor shall retain a perpetual easement for highway and utility purposes in, on, under (but only within certain horizontal chases constructed between the ceiling slab of the garage vault and the sub-floor slab of the sidewalk, and having an interior vertical dimension of twelve (12) inches and an interior horizontal dimension of thirty-six (36) inches), and above the surface of the entire land area conveyed pursuant to the within Deed; provided that such usage by the Grantor does not materially impair the construction, use, repair, maintenance or restoration of the underground parking garage facility proposed to be constructed by the Grantee or its successors or assigns in the subterranean portion of the land area so conveyed.

EXHIBIT "B"

Description of:

Parcel "A" – 5518 Square Feet
Portion of Right-of-Way Dedication
Silver Triangle
Plat Book 187, Plat No. 20621
Colesville District, Montgomry Co. Md.

BEING a strip or parcel of land situated in the Colesville Election District, Montgomery County, Maryland, and being a portion of the 0.5052 acre area indicated for right-of-way dedication along Colesville Road on the Subdivision Record Plat, Lots 1 thru 4, Block "A", Silver Triangle, as recorded among the Land Records of Montgomery County, Maryland, in Plat Book 187, as Plat No. 20621, and being more particularly described as follows:

BEGINNING at a point at the most northwesterly corner of the aforementioned right-of-way dedication area; thence along the existing right-of-way line of Colesville Road (Existing 120' R.O.W.), the following five (5) courses,

1. North 52°58'48" East, 152.90 feet to a point; thence,

2. North 52°58'48" East, 167.85 feet to a point; thence,

3. North 60°32'46" East, 30.99 feet to a point; thence,

4. North 49°25'15" West, 135.61 feet to a point at the beginning of a non-tangent circular curve to the right, having a radius of 22.00 feet; thence,

5. Southeasterly, along said curve to the right, an arc distance of 19.52 feet, and having a chord which bears South 79°42'23" East, 18.88 feet to a point, said point being on the southwesterly line of Georgia Avenue (Existing 120' R.O.W.); thence along the southwesterly line of said Georgia Avenue the following course,

6. South 40°01'14" East, 17.00 feet to a point; thence departing said Georgia Avenue, and along the southerly line of the aforementioned line of right-of-way dedication (crossing and including a portion thereof), also being the northwesterly lines of said Lots 1 and 2, Block "A", Silver Triangle the following three courses,

7. South 87°18'19" East, 29.64 feet to a point; thence,

8. South 52°12'36' West, 160.00 feet to a point; thence,

9. South 52°12'36" West, 323.85 feet to a point, said point being on the most southwesterly line of the aforementioned right-of-way dedication; thence, along said southwesterly line the following course,

10. North 13°37'22" West, 15.34 feet to the **POINT OF BEGINNING** and containing 5518 Square Feet or 0.1267 of an acre of land more or less.

Description of:

Parcel "B" – 3255 Square Feet
Portion of Existing Colesville Road Right-of-Way
Silver Triangle
Plat Book 187, Plat No. 20621
Colesville District, Montgomry Co. Md.

BEING a strip or parcel of land situated in the Colesville Election District, Montgomery County, Maryland, and being a portion of the existing right-of-way of Colesville Road (Existing 120' R.O.W.) located northwesterly of Lots 1 thru 4, Block "A", Silver Triangle, as recorded among the Land Records of Montgomery County, Maryland, in Plat Book 187, as Plat No. 20621, and being more particularly described as follows:

BEGINNING at a point at the most northwesterly corner of the 0.5052 acre area indicated for right-of-way dedication on the aforementioned Subdivision Record Plat for Silver Triangle; thence departing said right-of-way dedication line, crossing and including a portion of the existing right-of-way of said Colesville Road, the following eight (8) courses,

1. North 50°04'28" East, 52.39 feet to a point; thence,

2. North 52°52'27" East, 79.58 feet to a point; thence,

3. North 49°11'20" East, 53.98 feet to a point; thence,

4. North 52°40'44" East, 123.13 feet to a point; thence,

5. North 54°11'16" East, 46.63 feet to a point; thence,

6. North 50°11'23" East, 43.49 feet to a point; thence,

7. North 49°38'04" East, 78.03 feet to a point at the beginning of a circular curve to the right having a radius of 27.46 feet; thence,

8. Southeasterly, along said curve to the right, an arc distance of 41.52 feet, and having a chord which bears South 89°28'52" East, 37.68 feet to a point, said point being within the existing right-of-way of Georgia Avenue (Existing 120' R.O.W.); thence crossing and including a portion of said Georgia Avenue the following two (2) courses,

9. South 42°32'07" East, 15.68 feet to a point; thence,

10. South 48°04'00" West, 7.74 feet to a point, said point being the most northeasterly corner of the aforementioned right-of-way dedication area; thence along the northerly line of said right-of-way dedication area the following six (6) courses,

11. North 40°01'14" West, 17.00 feet to a point at the beginning of a non-tangent circular curve to the left having a radius of 22.00 feet; thence,

12. Northwesterly, along said curve to the left, an arc distance of 19.52 feet, and having a chord which bears North 79°42'23" West, 18.88 feet to a point; thence,

13. South 49°25'15" West, 135.61 feet to a point; thence,

14. South 60°32'46" West, 30.99 feet to a point; thence,

15. South 52°58'48" West, 167.85 feet to a point; thence,

16. South 52°58'48" West, 152.90 feet to the **POINT OF BEGINNING** and containing 3255 Square Feet or 0.0747 of an acre of land more or less.

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

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

NJ
1/19/00

January 7, 2000

Neil J. Pedersen, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated October 19, 1999, between the State Highway Administration and Montgomery County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadways to the State Highway Administration is the date of the agreement.

Montgomery County, Maryland to the State Highway Administration

A. Georgia Avenue (formerly part of US 29) - From the Washington DC Line to the MD 384/MD 97 intersection, a total distance of 0.82± miles.

B. Georgia Avenue (formerly part of MD 97) - From MD 384 at US 29 northerly to MD 390 (16th Street), a total distance of .92± miles

TOTAL MILEAGE to the S.H.A. 1.74± Miles

Item Number: 85407A

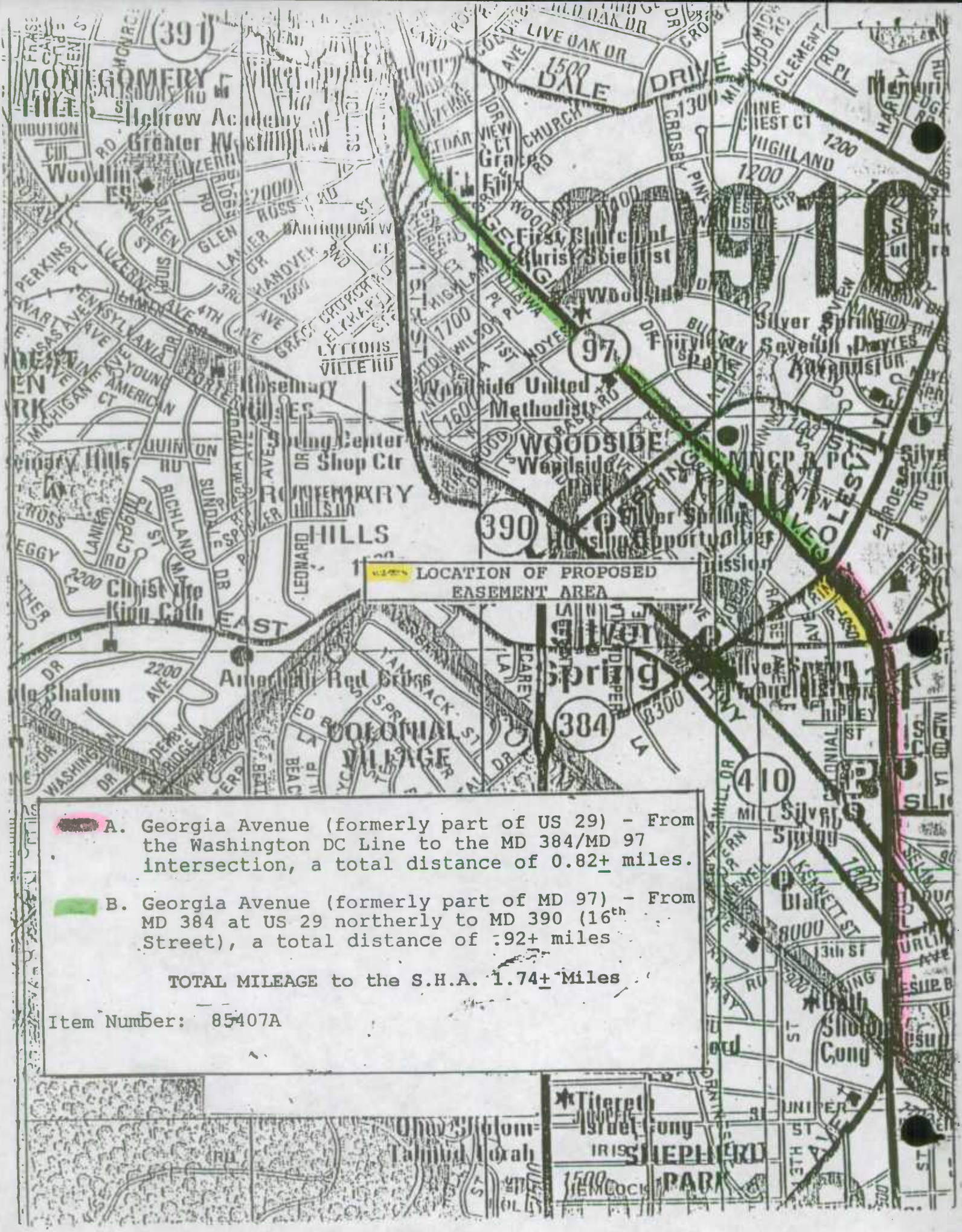
Said agreement has previously been executed by the appropriate officials of the State Highway Administration and Montgomery County, Maryland and approved as to form and legal sufficiency by Assistant Attorney General, Libby Reamer.

SNC:seb

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



🟨 LOCATION OF PROPOSED EASEMENT AREA

🟥 A. Georgia Avenue (formerly part of US 29) - From the Washington DC Line to the MD 384/MD 97 intersection, a total distance of 0.82± miles.

🟩 B. Georgia Avenue (formerly part of MD 97) - From MD 384 at US 29 northerly to MD 390 (16th Street), a total distance of .92+ miles

TOTAL MILEAGE to the S.H.A. 1.74± Miles

Item Number: 85407A

S.H.A.

Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. M. Lenhart
Ms. Rose Davis
Mr. A.M. Capizzi
Mr. R. D. Douglass
Ms. C. Simpson
Mr. D. German
Mr. G. Hadel
Mr. T. Hicks
Ms. E. Homer
Mr. R Harrison
Mr. W. Kowalsky
Mr. E.S. Freedman
Mr. Martin Kneckt
Mr. A. Lijewski
Mr. K. McClelland
Mr. J. Miller
Mr. K. Powers
Mr. D. Rose
Mr. K.G. Shelton
Mr. D. Simmons
Mr. D. Ward
Mr. D. Weddle
Mr. P.F. Williams
Mr. M. Shah
Mr. Ed Schmidbauer
Mr. Richard Ravenscroft
Mr. Charlie Watkins
Mr. Vernon Stinnett

Montgomery COUNTY

Mr. Douglas M. Duncan
County Executive

Mr. Albert J. Genetti, Jr., P.E.
Director, Department of Public
Works and Transportation

Mr. Robert Merryman
Deputy Director, Department of Public
Works and Transportation

Ms. Gayle Libby Curtis, Esq.
Chief, Property Acquisition Section

Mr. Ernest Crofoot
Associate County Attorney

Maryland Department of Transportation
State Highway Administration

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

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

7/1/99

June 30, 1999

Neil J. Pedersen, Director of Office of Planning and Preliminary Engineering executed a road transfer agreement dated June 30, 1999, between the State Highway Administration and Montgomery County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement. The effective date of the transfer of the Roadways to the County and Great Seneca Highway to the State Highway Administration shall be June 30, 1999.

I. State Highway Administration to Montgomery County, Maryland

Co 200 MD 95 - Comus Road - From the beginning of State Maintenance to MD 109, a total distance of 0.85± miles

Co 7063 MD 120 - Aircraft Drive - From Crystal Rock Drive to MD 118, a total distance of 0.35± miles

Co 7064 MD 120A - Waters Road - From Road End to Road End (via Wisteria Drive), a total distance of 0.38± miles

Co 259 MD 121 (part) - White Grounds Road - From MD 28 to the End of State Maintenance, a total distance of 1.00± miles

Co 7065 MD 124A - Old Quince Orchard Road - From Raven Rock Drive to Road End, a total distance of 0.13± miles

Co 7066 MD 124B - Old Quince Orchard Road - From Cheyenne Road to Road End, a total distance of 0.13± miles

Co 7067 MD 184 - Blair Road - From DC Line to DC Line, a total distance of 0.36± miles

Co 7068 MD 189 (part) - Falls Road - From MacArthur Blvd. to MD 190, a total distance of 1.97± miles

Co 781
Co 7069
Co 7070 MD 191 (part) - Persimmon Tree Road/Bradley Blvd. - From MacArthur BI. to MD 190, a total distance of 2.68± miles

Co 2962 MD 196 - Old Columbia Pike - From Road End to Industrial Parkway (excluding Bridge), a total distance of 0.41± miles

My telephone number is 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

Co 7072 MD 196A - Old Columbia Pike - From Road End (via Stewart Ln.) to Road End, a total distance of 0.73± miles

Co 7073, Co 613, Co 7074 MD 391 - Seminary Road/Dale Drive - From MD 192 to MD 320 (excluding Bridge Structure over I-495), a total distance of 3.23± miles

Co 7075 MD 516 - Franklin Avenue - From US 29 to MD 193, a total distance of 0.90± miles

Co 913 MD 787 (part) - Flower Avenue - From Franklin Ave. to MD 320, a total distance of 0.88± miles

Co 109 MD 895 - Lockwood Drive - From US 29 to MD 650, a total distance of 0.80± miles

Co 7076 MD 901 - Whelan Drive - From MD 121 to End State Maintenance, a total distance of 0.74± miles

Co 2944 MD 970 - Industrial Drive - From the End of State Maintenance to the Road End (excluding Bridge Structure over I-270), a total distance of 0.23± miles

Co 2292 MD 988 - Spring Valley Road - From End State Maintenance to Road End, a total distance of 0.16± miles

Co 5177 MD 996 - Eggert Drive - From Persimmon Tree Road to the End of State Maintenance, a total distance of 0.49± miles

Co 7077 US 29A - Lockwood Drive - From US 29 to MD 895, a total distance of 0.07± miles* State Re-Inventory 7-16-99
9

Co 112 US 29B - Stewart Lane - From Milestone Drive to MD 196A, a total distance of 0.05± miles

Co 7078 US 29C - Spur - From MD 196A to US 29, a total distance of 0.03± miles

Total Mileage to the County = 16.57± miles
Item No.: 87781

II. Montgomery County, Maryland to the State Highway Administration

MD 119 Great Seneca Highway - From MD 28 (Key West Avenue) to Middlebrook Road, including ten (10) County bridges, a total distance of 7.47± miles

Total Mileage to the State - 7.47± miles

Said agreement has previously been executed by the appropriate officials of the State Highway Administration and Montgomery County, Maryland and approved as to form and legal sufficiency by Assistant Attorney General, Frank Wilson.

S.H.A.

Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. R. Burns
Ms. Rose Davis
Mr. A.M. Capizzi
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MONTGOMERY COUNTY

Mr. Douglas M. Duncan
County Executive

Mr. Albert J. Genetti, Jr.
Director, Department of Public
Works and Transportation

Mrs. Diane R. S. Jones
County Attorney

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 30TH day of JUNE, 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 Montgomery County, Maryland, hereinafter referred to as the "County", party of the second part.

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

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

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

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

SHA to Montgomery County, Maryland:

MD 95 - Comus Road - From the beginning of State Maintenance to MD 109, a total distance of 0.85± miles

MD 120 - Aircraft Drive - From Crystal Rock Drive to MD 118, a total distance of 0.35± miles

MD 120A - Waters Road - From Road End to Road End (via Wisteria Drive), a total distance of 0.38± miles

MD 121 (part) - White Grounds Road - From MD 28 to the End of State Maintenance, a total distance of 1.00± miles

MD 124A - Old Quince Orchard Road - From Raven Rock Drive to Road End, a total distance of 0.13± miles

MD 124B - Old Quince Orchard Road - From Cheyenne Road to Road End, a total distance of 0.13± miles

MD 184 - Blair Road - From DC Line to DC Line, a total distance of 0.36± miles

MD 189 (part) - Falls Road - From MacArthur Blvd. to MD 190, a total distance of 1.97± miles

MD 191 (part) - Persimmon Tree Road/Bradley Blvd. - From MacArthur BI. to MD 190, a total distance of 2.68± miles

MD 196 - Old Columbia Pike - From Road End to Industrial Parkway (excluding Bridge), a total distance of 0.41± miles

MD 196A - Old Columbia Pike - From Road End (via Stewart Ln.) to Road End, a total distance of 0.73± miles

MD 391 - Seminary Road/Dale Drive - From MD 192 to MD 320 (Excluding Bridge Structure over I-495), a total distance of 3.23± miles

MD 516 - Franklin Avenue - From US 29 to MD 193, a total distance of 0.90± miles

MD 787 (part) - Flower Avenue - From Franklin Ave. to MD 320, a total distance of 0.88± miles

MD 895 - Lockwood Drive - From US 29 to MD 650, a total distance of 0.80± miles

MD 901 - Whelan Drive - From MD 121 to End State Maintenance, a total distance of 0.74± miles

MD 970 - Industrial Drive - From the End of State Maintenance to the Road End (Excluding Bridge Structure over I-370), a total distance of 0.23± miles

MD 988 - Spring Valley Road - From End State Maintenance to Road End, a total distance of 0.16± miles

MD 996 - Eggert Drive - From Persimmon Tree Road to the End of State Maintenance, a total distance of 0.49± miles

US 29A - Lockwood Drive - From US 29 to MD 895, a total distance of 0.07± miles

US 29B - Stewart Lane - From Milestone Drive to MD 196A, a total distance of 0.05± miles

US 29C - Spur - From MD 196A to US 29, a total distance of 0.03± miles

Total Mileage to the County = 16.57± miles
Item No.: 87781

2. Furthermore, the County does hereby transfer unto the Highway Administration and the Highway Administration does hereby accept from the County jurisdiction over and responsibility for the maintenance of the following described section of highway and mileage as part of the State's highway system, as follows and as shown on Exhibit B attached hereto and incorporated hereinafter referred to as the "County Highway".

Montgomery County to the SHA:
Great Seneca Highway - From MD 28 (Key West Avenue) to Middlebrook Road, including ten (10) County bridges, a total distance of 7.47± miles.

Total mileage to the State - 7.47± miles

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

A. The effective date of transfer of the Roadways to the County and the County Highway to the Highway Administration shall be June 30, 1999.

B. The Roadways mileage will be included in the County's inventory as of June 30, 1999 and the County Highway mileage will be included in the Highway Administration's inventory as of the same date.

C. The basis for the allocation of funds to the County will include the Roadway mileage (i.e., the additional 16.57± miles) beginning July 1, 1999. The basis for the allocation of funds to the Highway Administration will include the County Highway mileage (i.e., the additional 7.47± miles) beginning July 1, 1999.

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

E. The County hereby accepts jurisdiction over and

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

F. The County will guarantee that the Roadways (former State Highways) will remain open to traffic upon completion of the road transfer. The Highway Administration will guarantee that the former County Highway will remain open to traffic upon completion of the road transfer.

4. The Highway Administration will hereafter prepare a quit claim deed conveying the Roadways to the County subject to the approval of the Board of Public Works of Maryland. A copy of the deed, plats and agreement will be presented to the party of the second part for review with the understanding that the Highway Administration will execute and record the deed unless notified of any error in the deed description by the party of the second part within thirty (30) days of receipt of the deed.

5. Upon completion of the process prescribed in the Montgomery County Code 1994 as amended, §§49-11 et. seq., the County will hereafter prepare a quit claim deed conveying the County Highway to the Highway Administration. A copy of the executed deed will be presented to the Highway Administration for review with the understanding that the County will record the deed unless notified to the contrary by the Highway Administration within thirty (30) days.

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

RECOMMENDED FOR APPROVAL

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Director, Office of Planning
and Preliminary Engineering

_____

Approved as to form and legal sufficiency this 6th day of October, 1998.

_____
Chief, Utility and Road
Conveyance Section

_____
Assistant Attorney General

RECOMMENDED FOR APPROVAL

MONTGOMERY COUNTY, MARYLAND

WITNESS:

BY: _____
County Executive

_____

_____
Director, Department
of Public Works and
Transportation

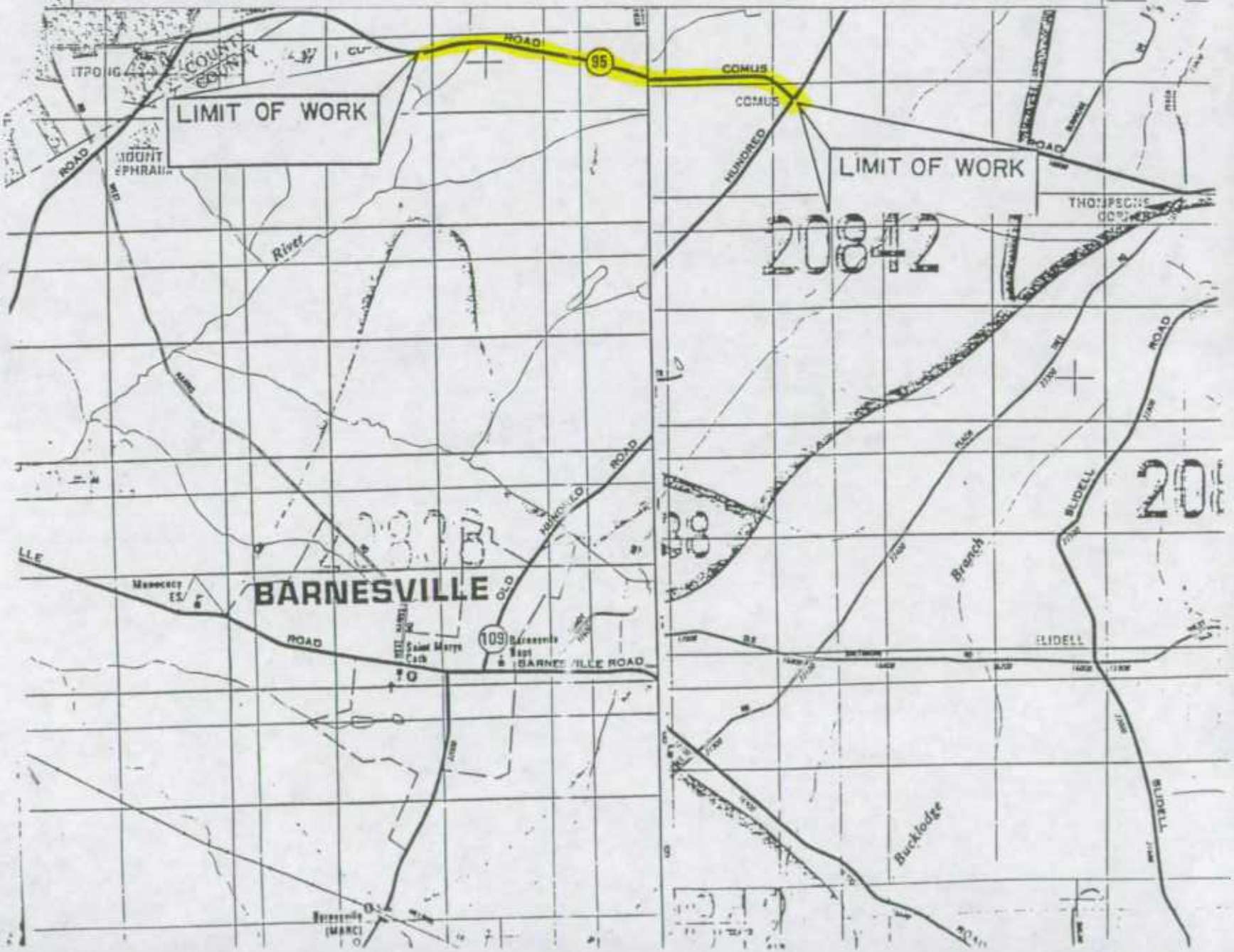
Approval as to form and legal sufficiency this 15th day of June, 1999

_____
County Attorney

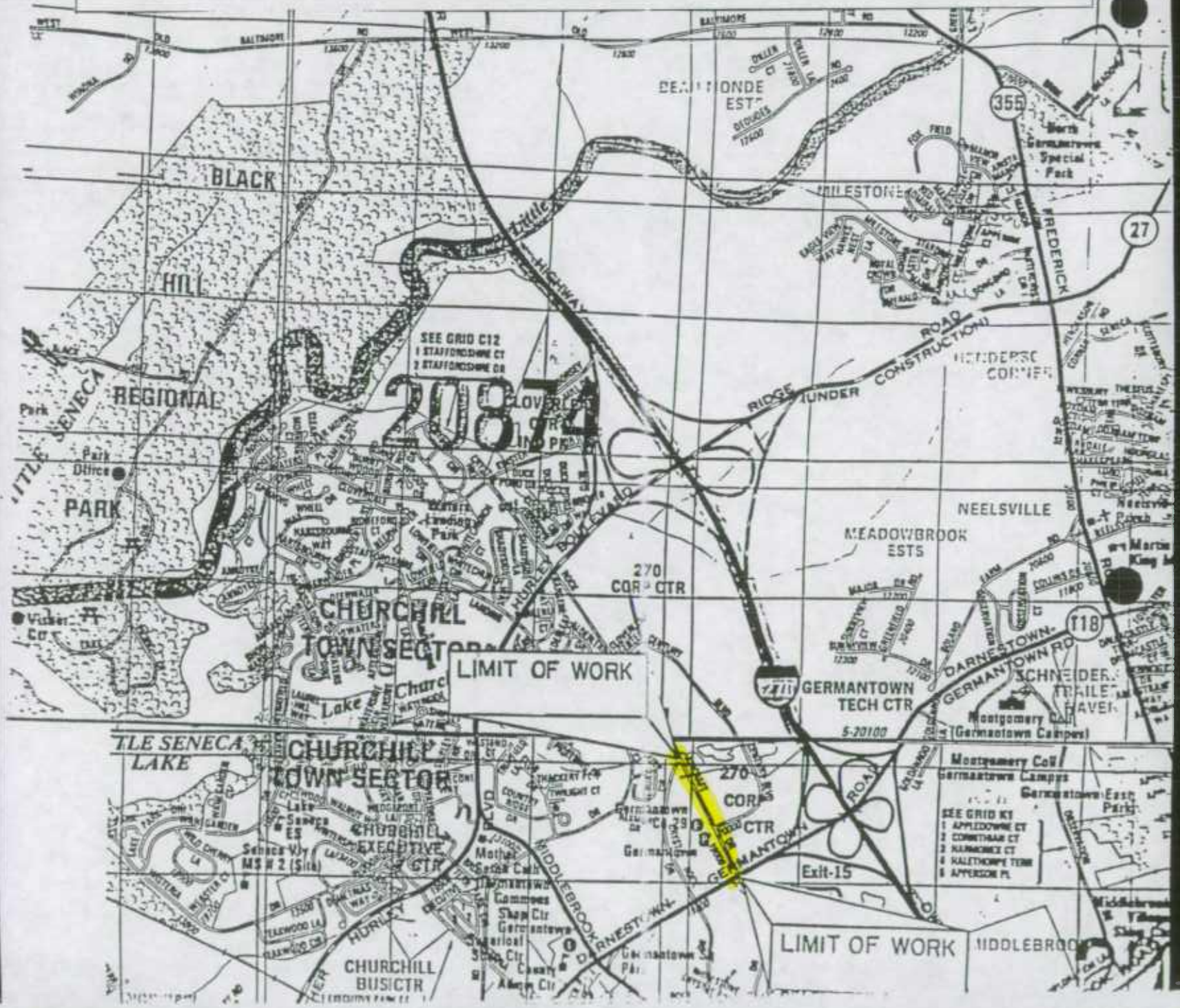
EXHIBIT A

THE ROADWAYS

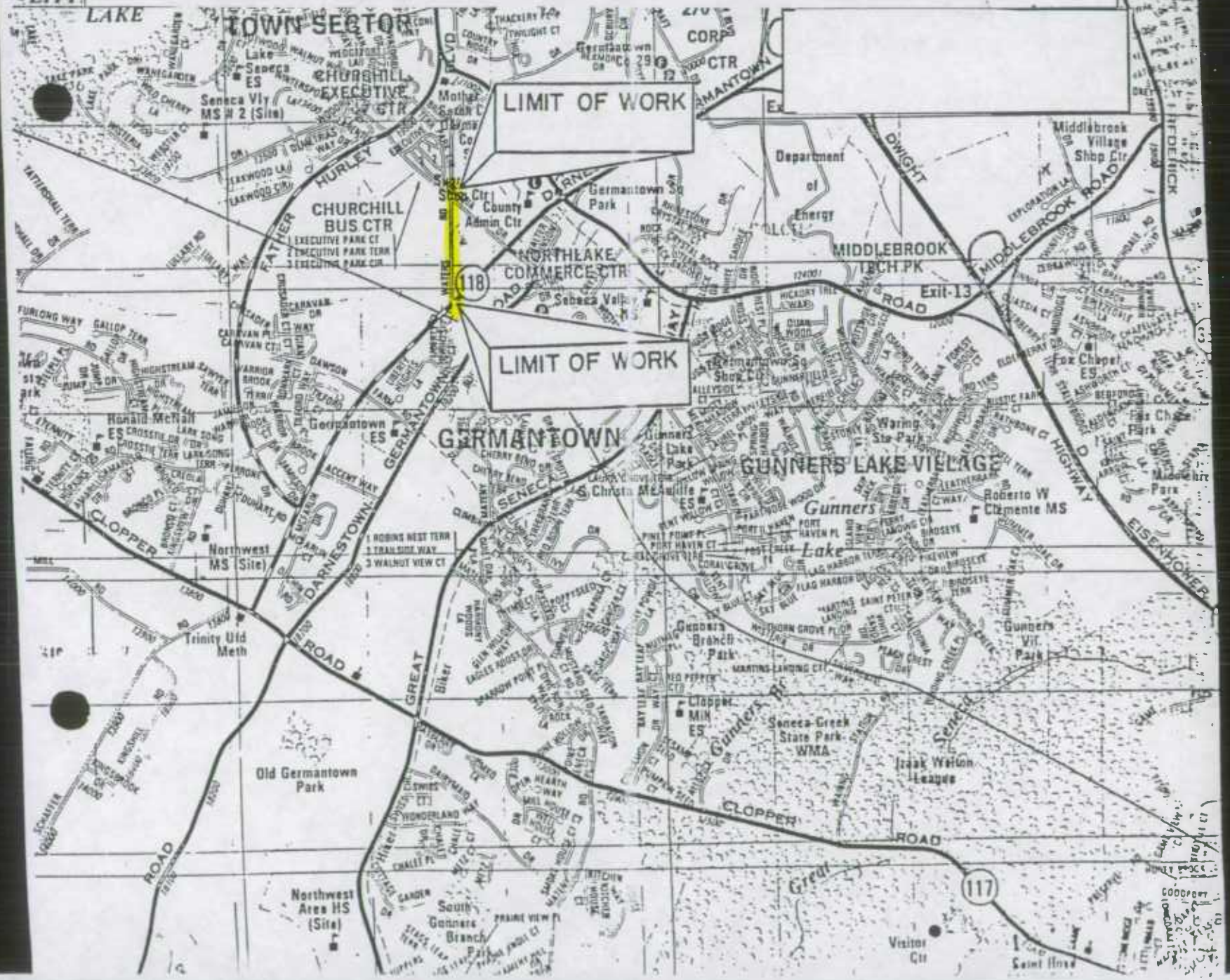
MD Rte. 95 - Comus Road - From the beginning of State Maintenance to MD 109, a total distance of 0.85± miles



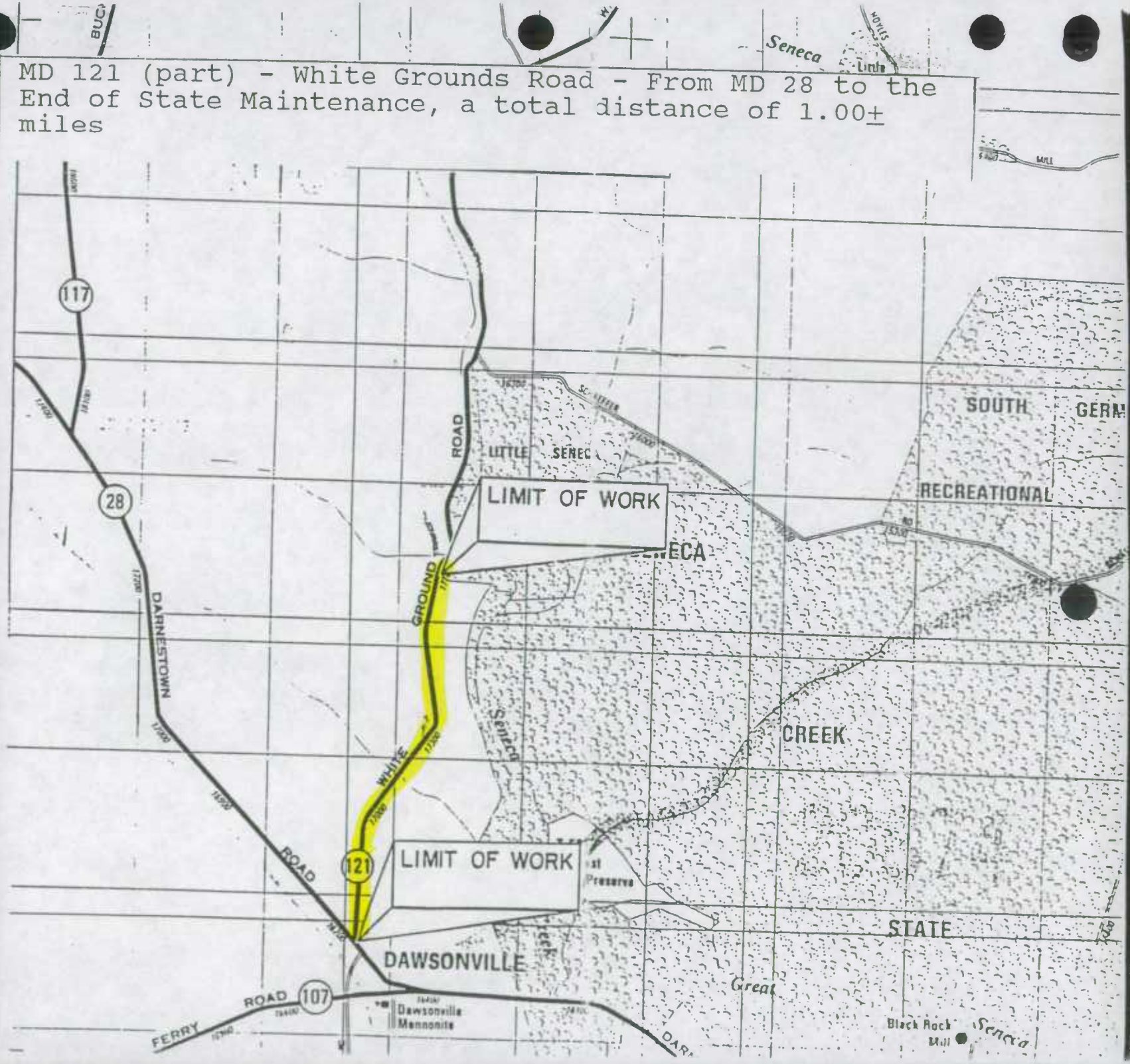
MD 120 - Aircraft Drive - From Crystal Rock Drive to [illegible] 118, a total distance of 0.35± miles

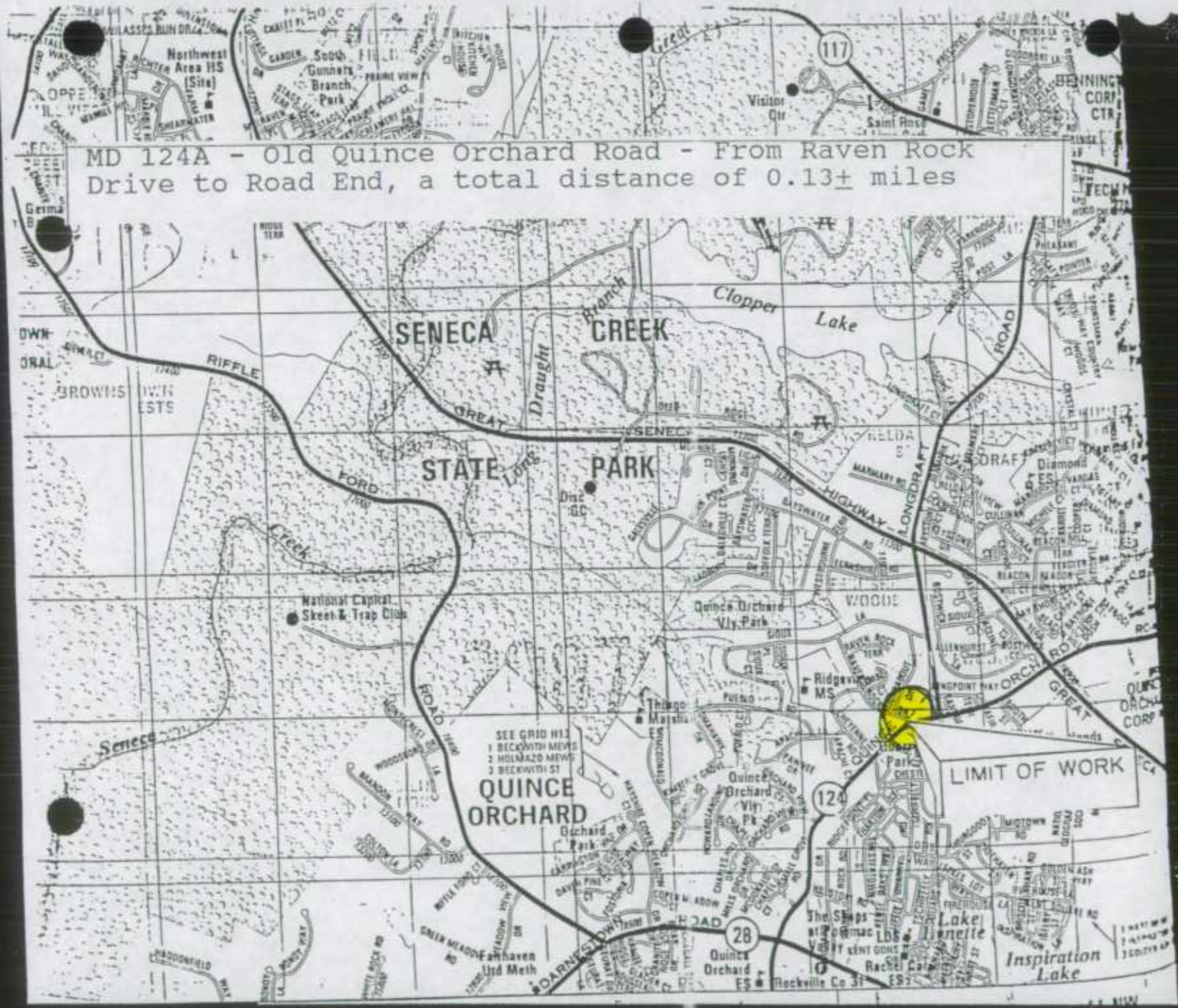


MD 120A - Waters Road - From Road End to Road End (via Wisteria Drive), a total distance of 0.38± miles

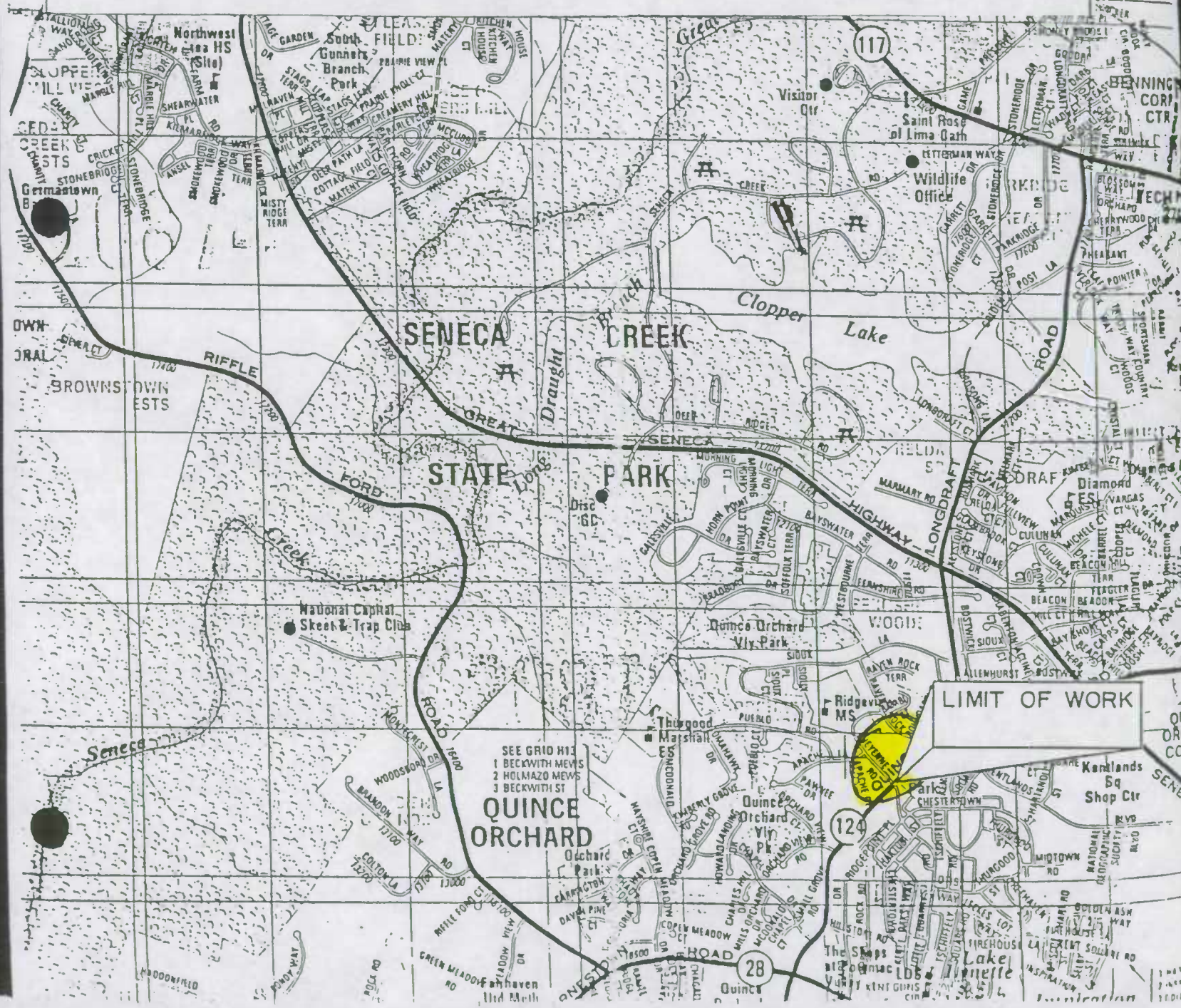


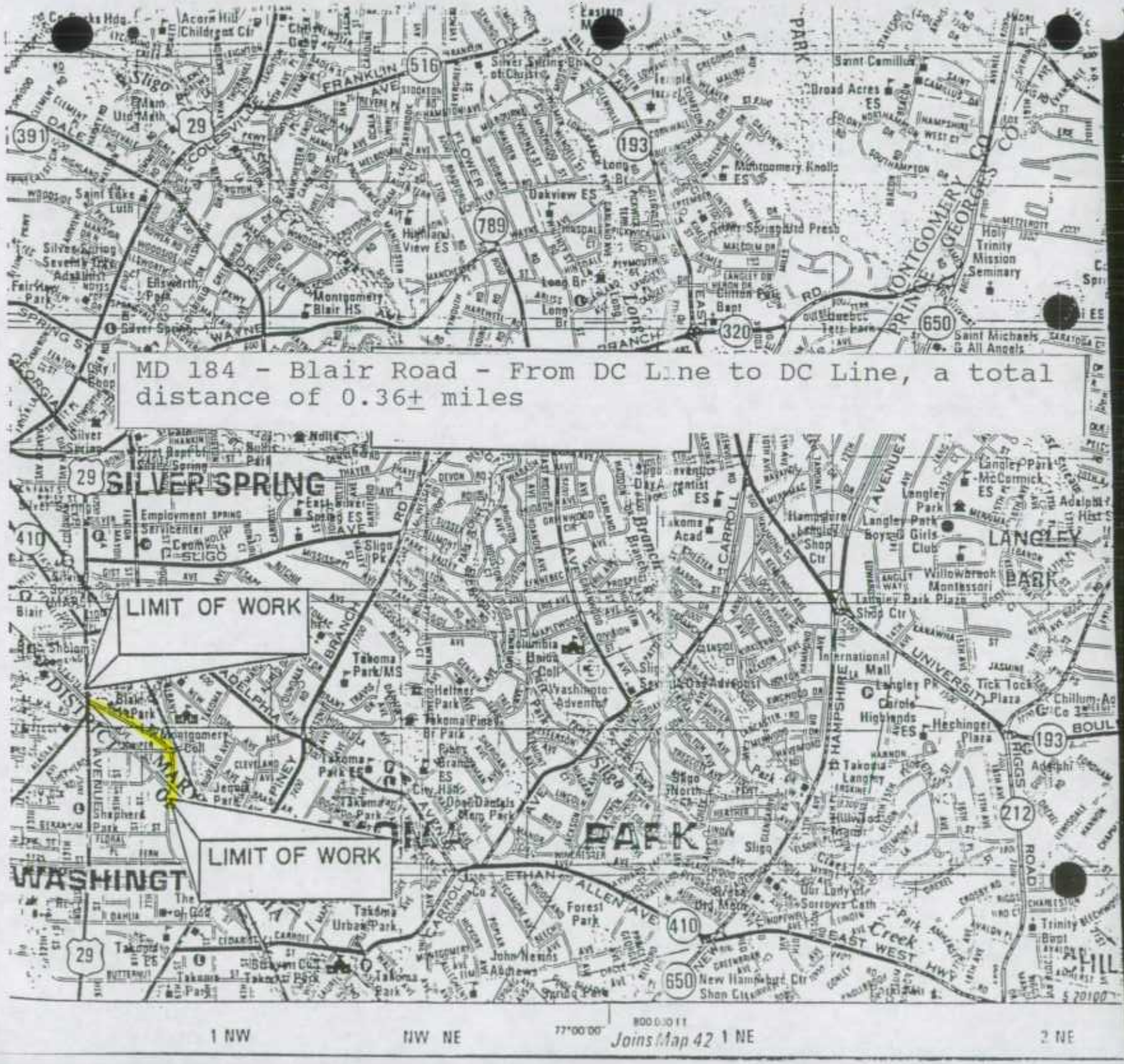
MD 121 (part) - White Grounds Road - From MD 28 to the End of State Maintenance, a total distance of 1.00± miles

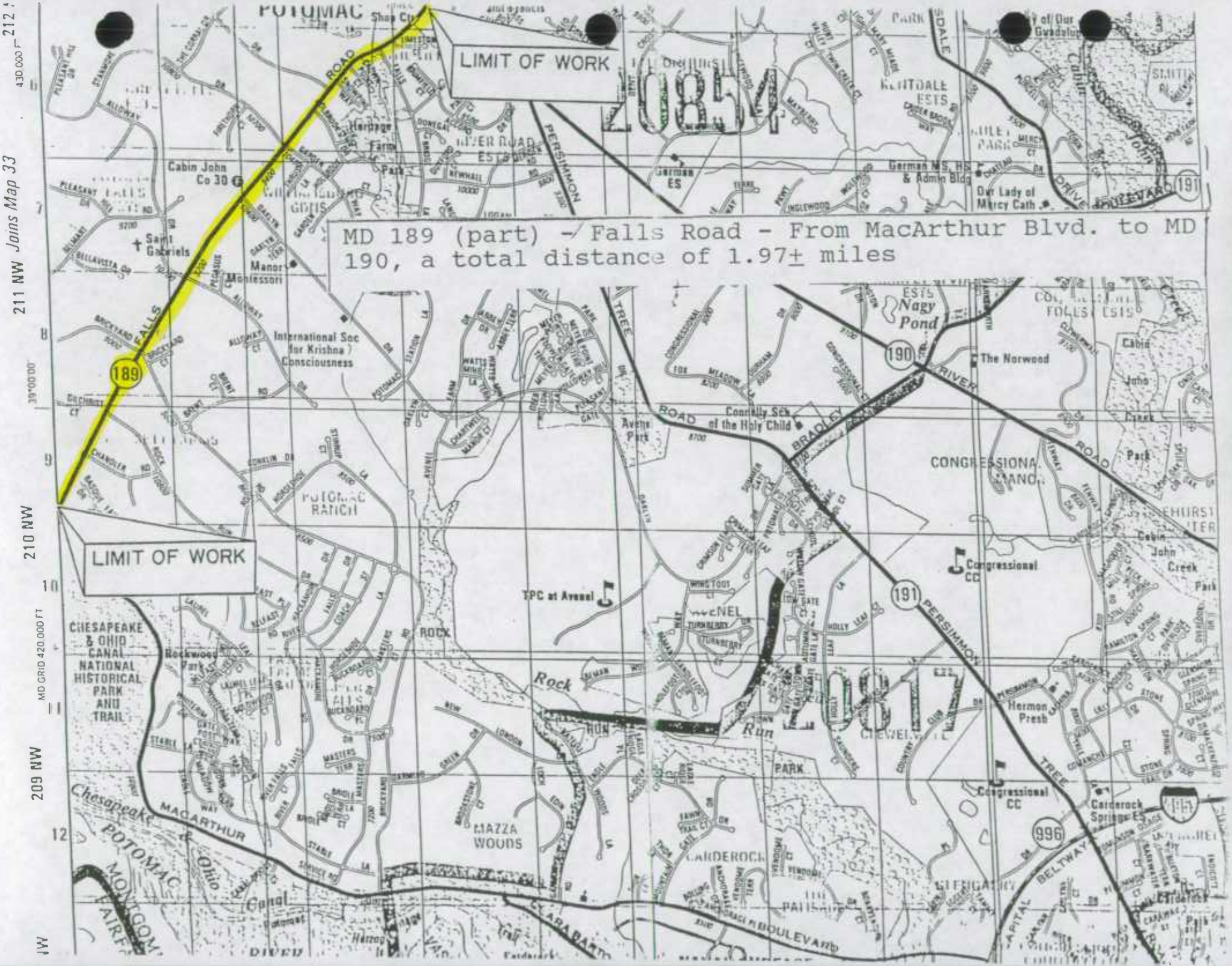


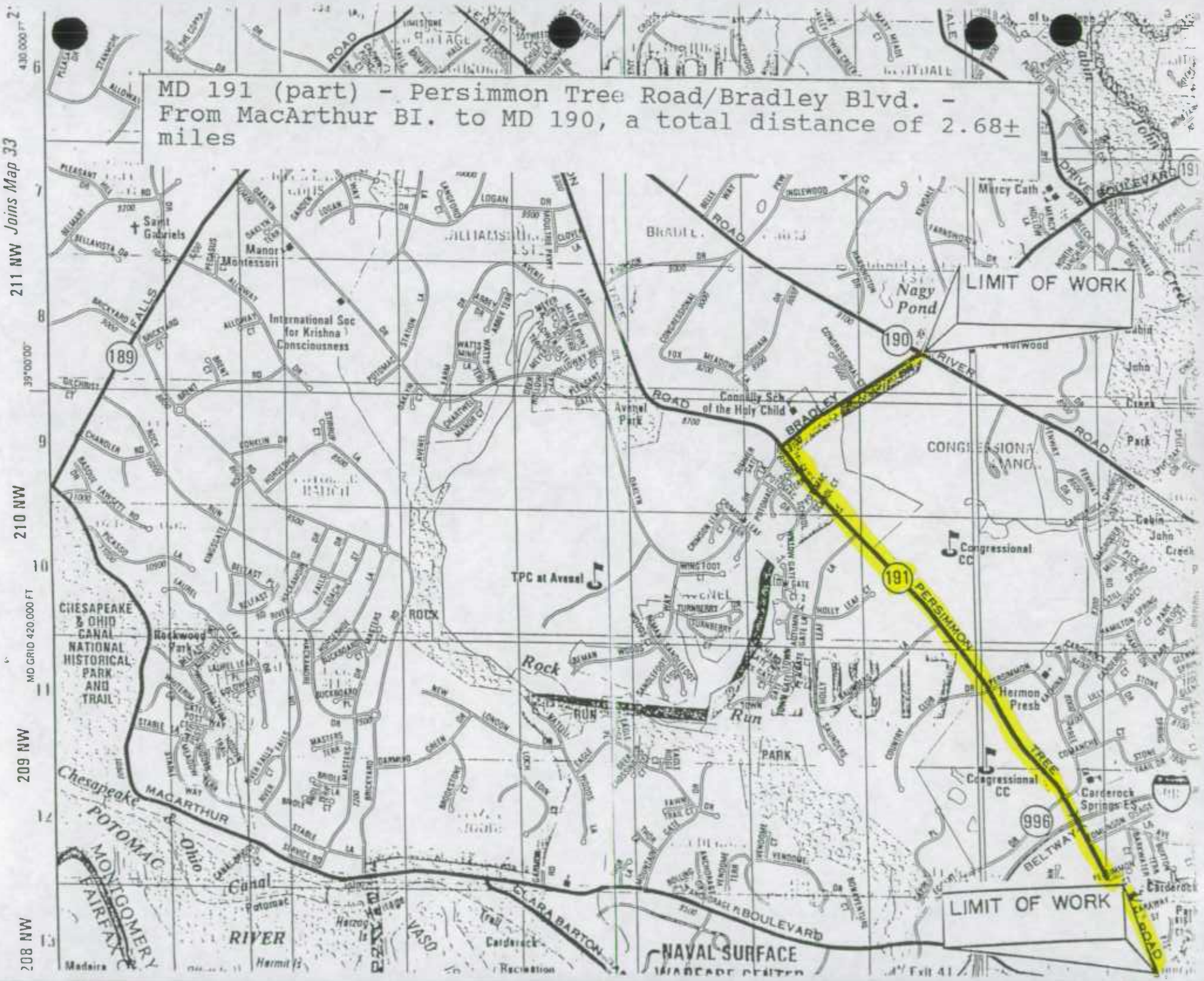

MD 124A - Old Quince Orchard Road - From Raven Rock Drive to Road End, a total distance of 0.13± miles
SENECA CREEK
STATE PARK
Clopper Lake
Draught
Branch
Long
Seneca
Creek
RIFFLE
FORD
ROAD
GREAT
HIGHWAY
LONGDRAFT
ROAD
ORCH RD
GREAT
QUINCE ORCHARD
LIMIT OF WORK
Lake Linnette
Inspiration Lake
National Capital Skeet & Trap Club
Quince Orchard Vly Park
Northwest Area HS (Site)
South Gunners Branch Park
Visitor Ctr
Saint Rose
Ridgeview MS
Thomas Marshall ES
Orchard Park
Quince Orchard Vly Pk
Quince Orchard ES
Rockville Co Jt
Farmhaven Utd Meth
Rachel Carson ES
Diamond ES
BROWNS TOWN ESTS
SEE GRID H13
1 BECKWITH MEWS
2 HOLMAZO MEWS
3 BECKWITH ST
124
117
28

MD 124B - Old Quince Orchard Road - From Cheyenne Road to Road End, a total distance of 0.13± miles

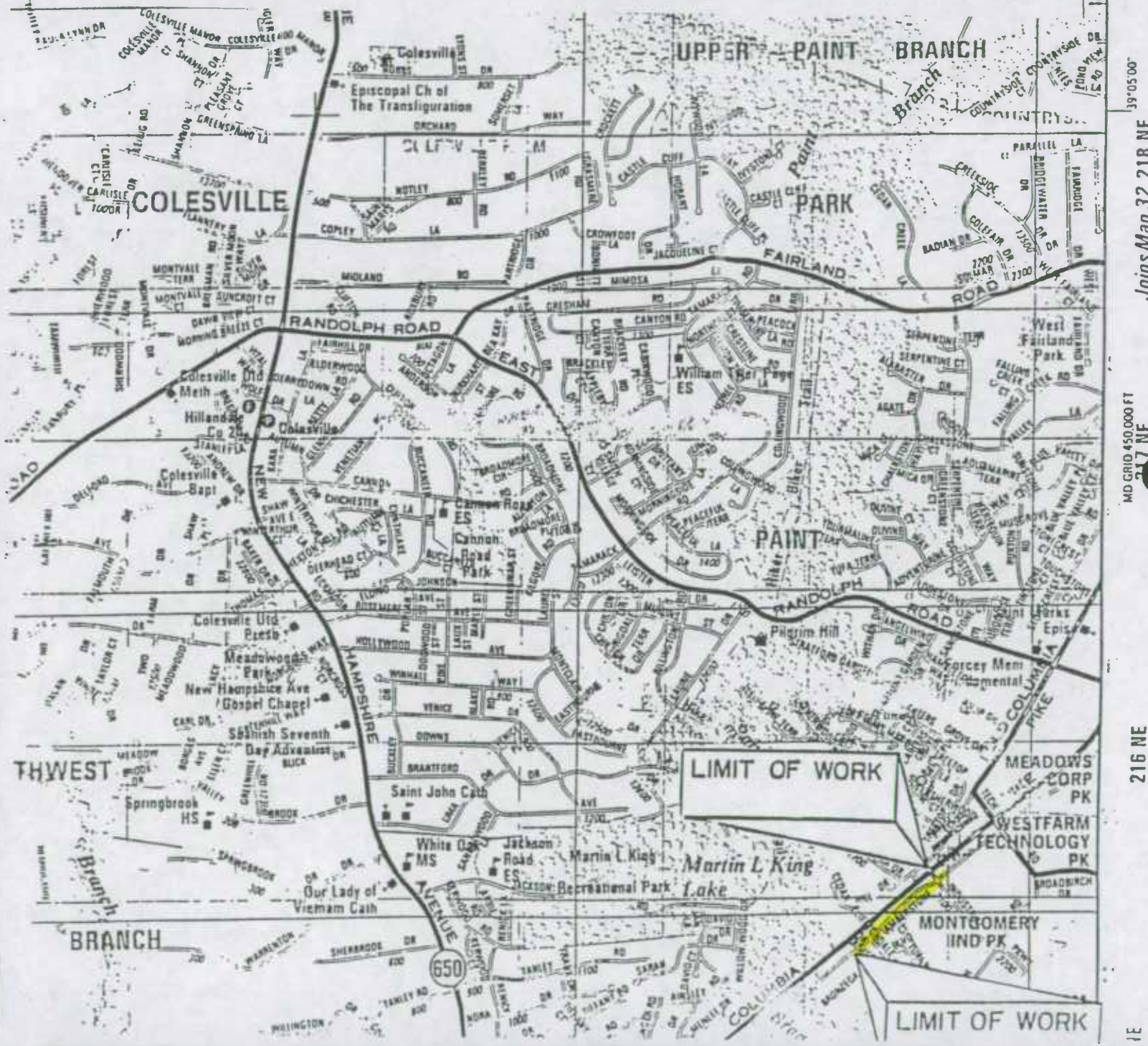



MD 184 - Blair Road - From DC Line to DC Line, a total distance of 0.36± miles
LIMIT OF WORK
LIMIT OF WORK
SILVER SPRING
LANGLEY PARK
WASHINGT
Joins Map 42
1 NW
NW NE
1 NE
2 NE

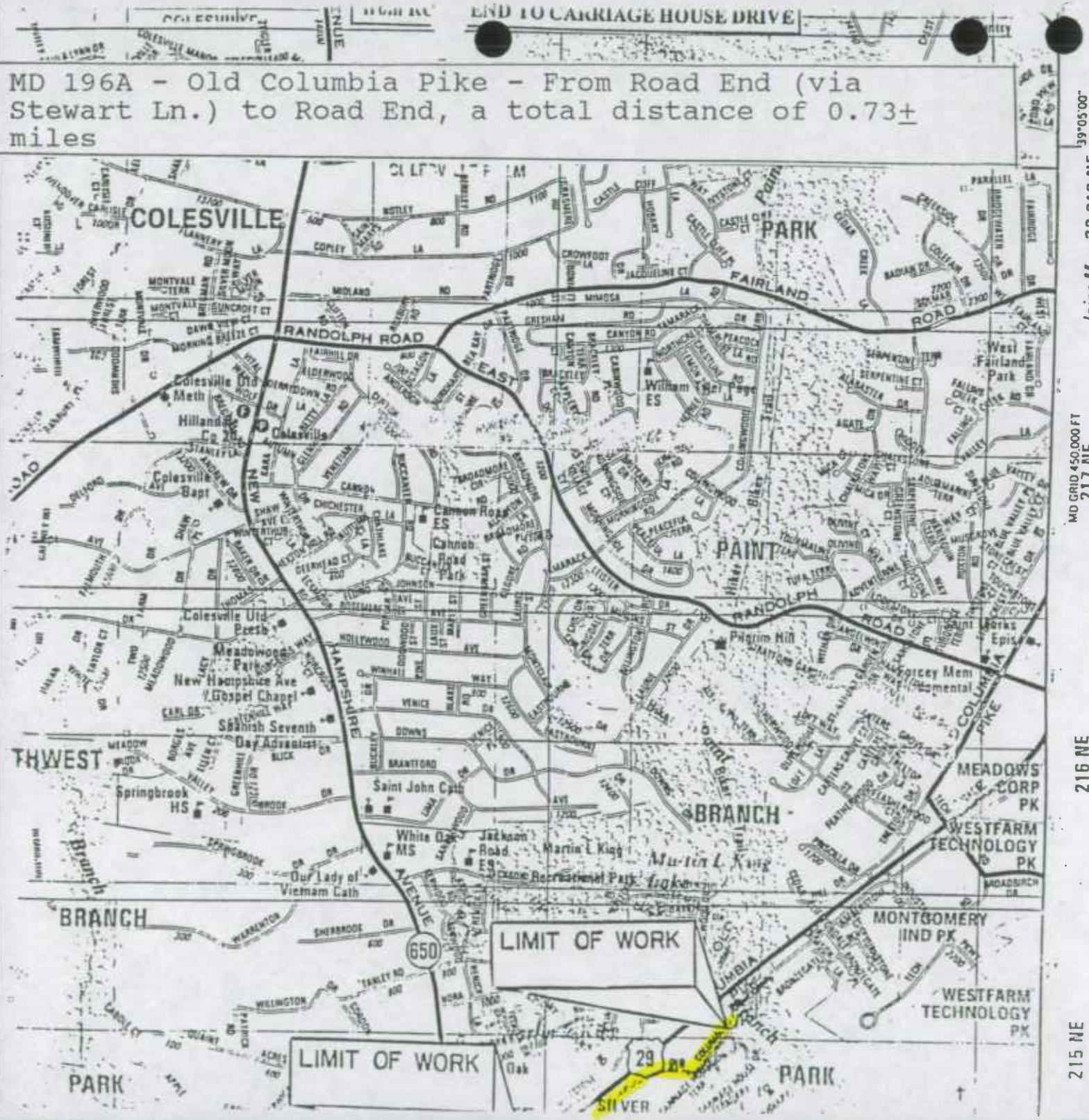

MD 189 (part) - Falls Road - From MacArthur Blvd. to MD 190, a total distance of 1.97± miles
LIMIT OF WORK
LIMIT OF WORK
Z0854
Z0857
POTOMAC
Cabin John Co 30
Saint Gabriels
Manor Montessori
International Soc for Krishna Consciousness
German ES
German MS, HS & Admin Bldg
Our Lady of Mercy Cath
Nagy Pond
The Norwood
Connelly Sch of the Holy Child
Avenel Park
CONGRESSIONAL MANOR
POTOMAC RANCH
TPC at Avenel
Congressional CC
Congressional CC
Hermon Presb
Carderock Springs ES
CHESAPEAKE & OHIO CANAL NATIONAL HISTORICAL PARK AND TRAIL
Rockwood Park
Rock Run
MAZZA WOODS
CARDEROCK
Chesapeake & Ohio Canal
POTOMAC
MACARTHUR BOULEVARD
BRADLEY BOULEVARD
PERSIMMON TREE ROAD
FALLS ROAD
RIVER ROAD
BELTWAY
189
190
191
996
211 NW Joins Map 33
210 NW
209 NW
MD GRID 420,000 FT
430,000 FT


MD 191 (part) - Persimmon Tree Road/Bradley Blvd. - From MacArthur Bl. to MD 190, a total distance of 2.68± miles
LIMIT OF WORK
LIMIT OF WORK
Joins Map 33
211 NW
210 NW
209 NW
208 NW
MD GRID 420 000 FT
430 000 FT
39°00'00"
Nagy Pond
Avenel Park
Connally Sch of the Holy Child
International Soc for Krishna Consciousness
Manor Montessori
Saint Gabriels
Mercy Cath
TPC at Avenel
Congressional CC
Hermon Presb
Carderock Springs ES
Rock Run
PARK
CHESAPEAKE & OHIO CANAL NATIONAL HISTORICAL PARK AND TRAIL
Rockwood Park
Chesapeake & Ohio Canal
POTOMAC RIVER
MONTGOMERY
FAIRFAX
Madeira
Hermit Is
Carderock Recreation
NAVAL SURFACE WARFARE CENTER
Exit 41
MACARTHUR BOULEVARD
CLARA BARTON BOULEVARD
BRADLEY BOULEVARD
BRADLEY ROAD
PERSIMMON TREE ROAD
BELTWAY
RIVER ROAD
FALLS ROAD
189
190
191
996

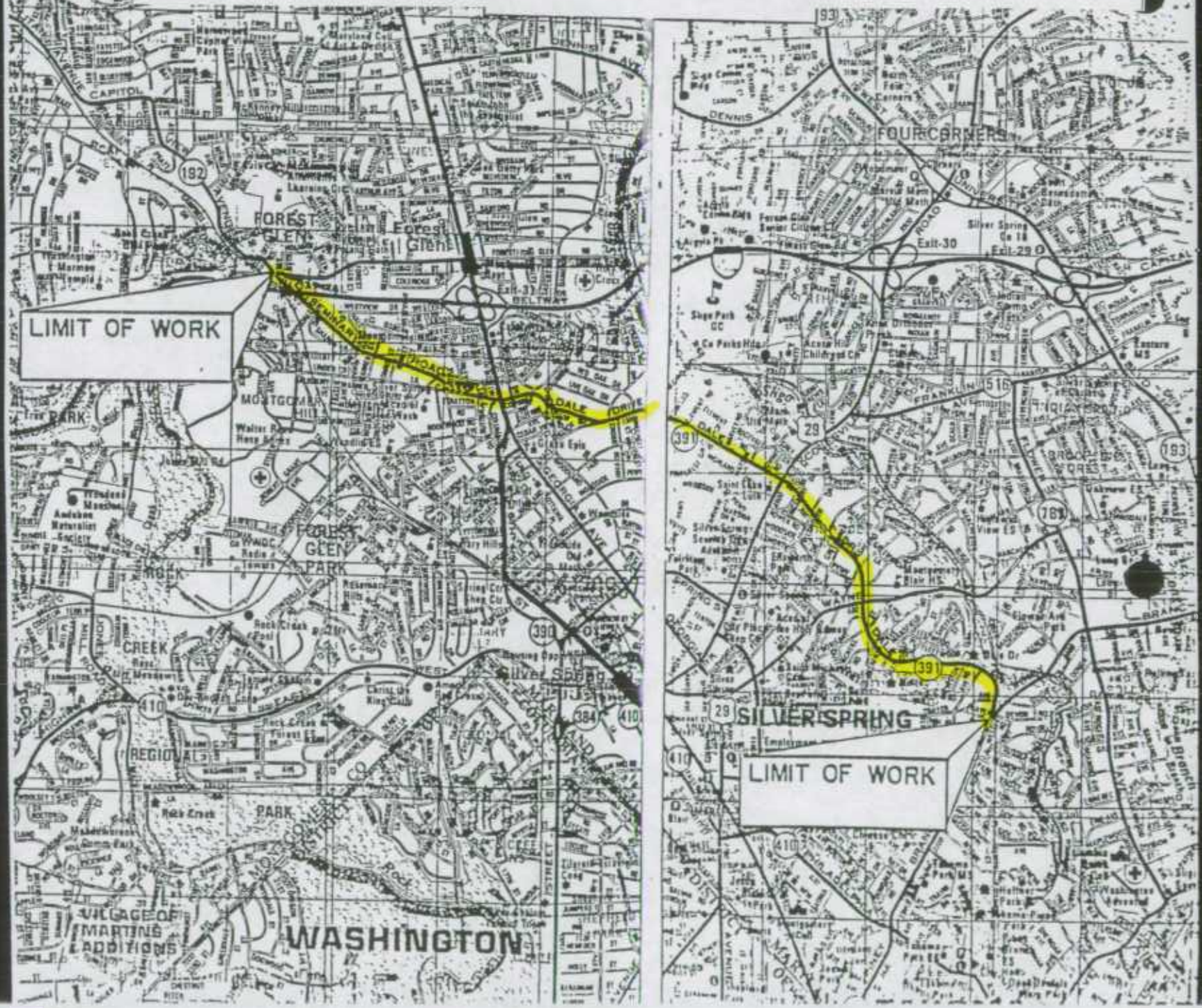
MD 196 - Old Columbia Pike - From Road End to Industrial Parkway (excluding Bridge), a total distance of 0.41± miles



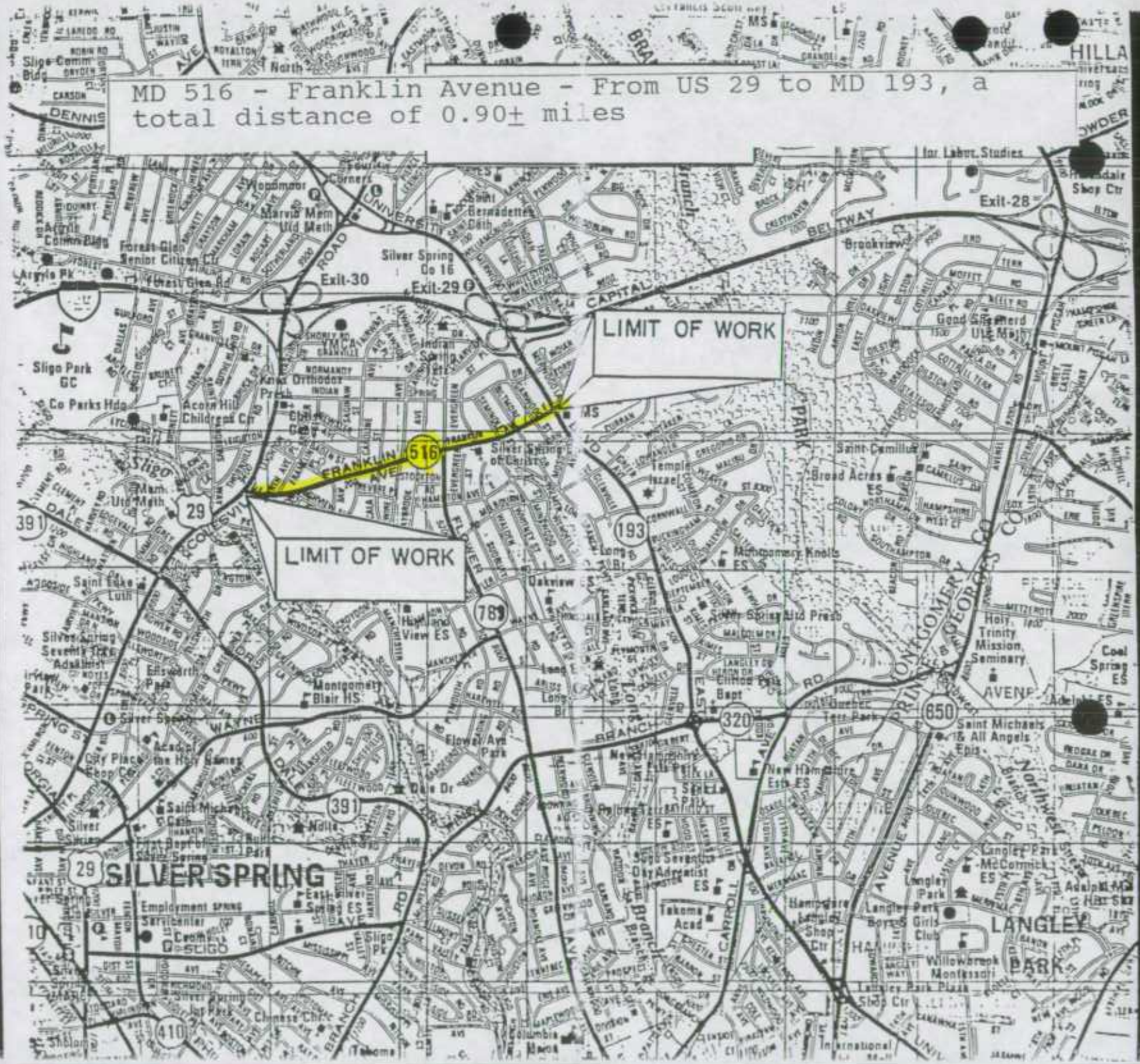
MD 196A - Old Columbia Pike - From Road End (via Stewart Ln.) to Road End, a total distance of 0.73± miles



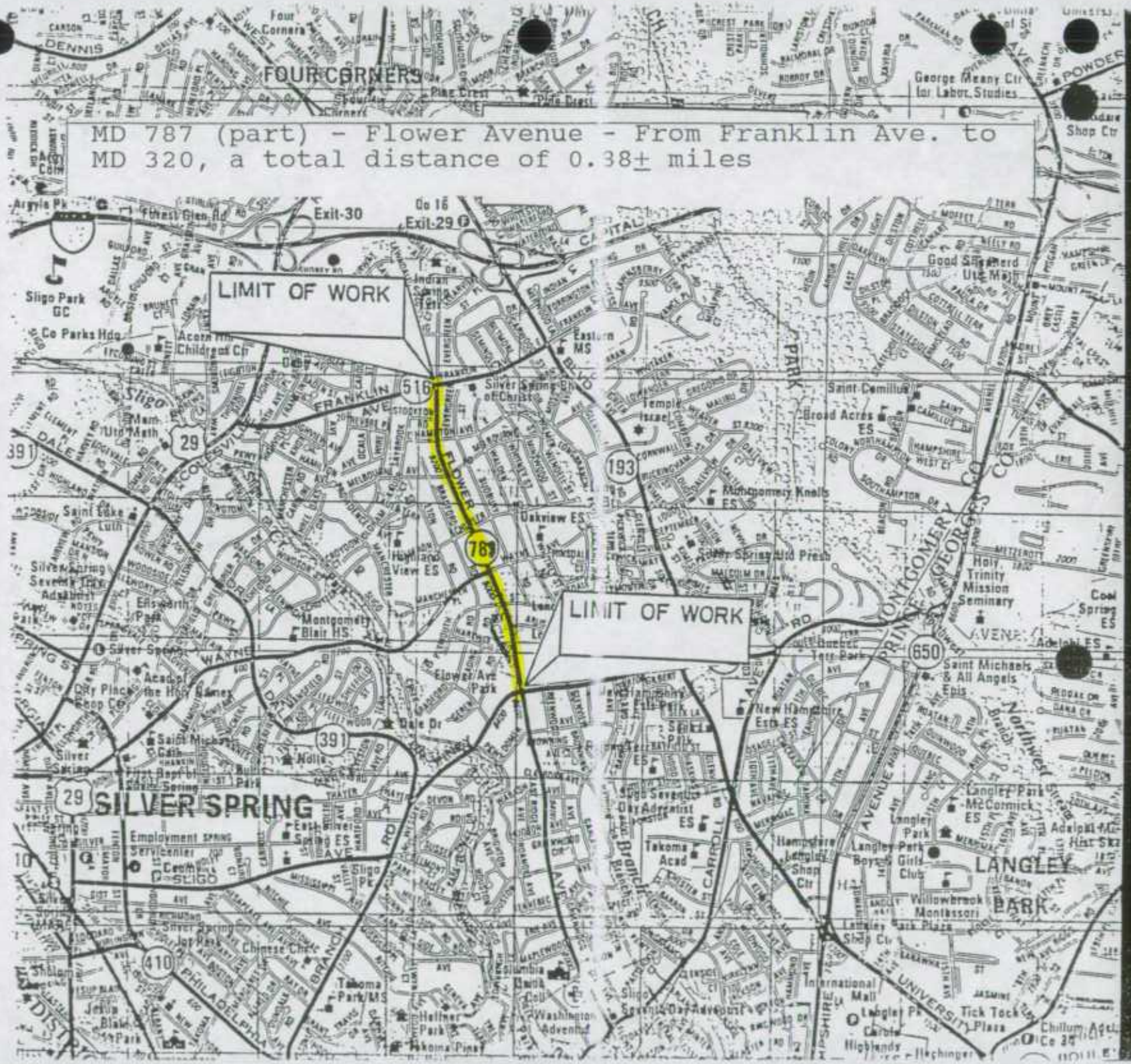
MD 391 - Seminary Road/Dale Drive - From MD 192 to MD 320, a total distance of 3.23± miles

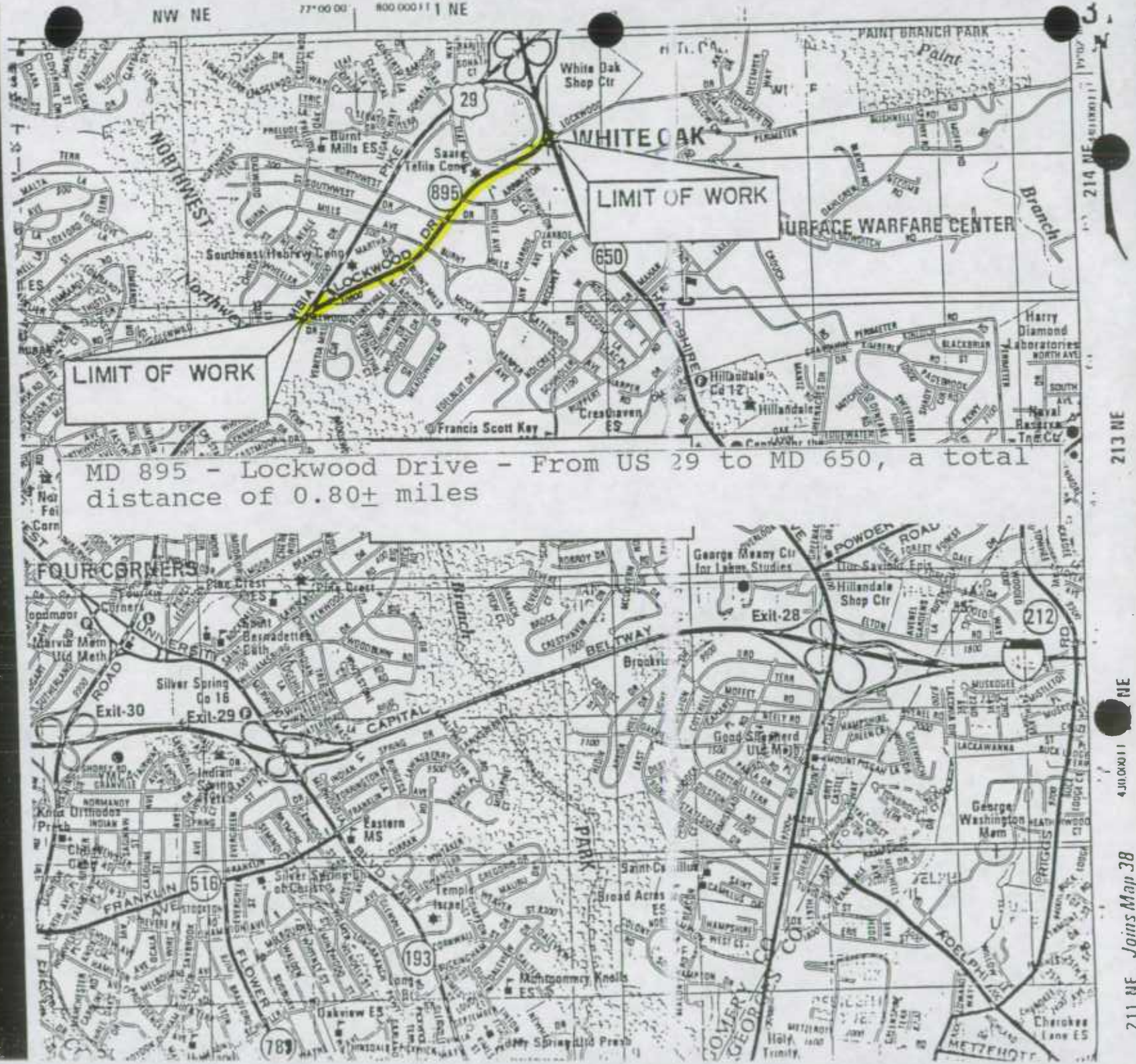


MD 516 - Franklin Avenue - From US 29 to MD 193, a total distance of 0.90± miles



MD 787 (part) - Flower Avenue - From Franklin Ave. to MD 320, a total distance of 0.38± miles

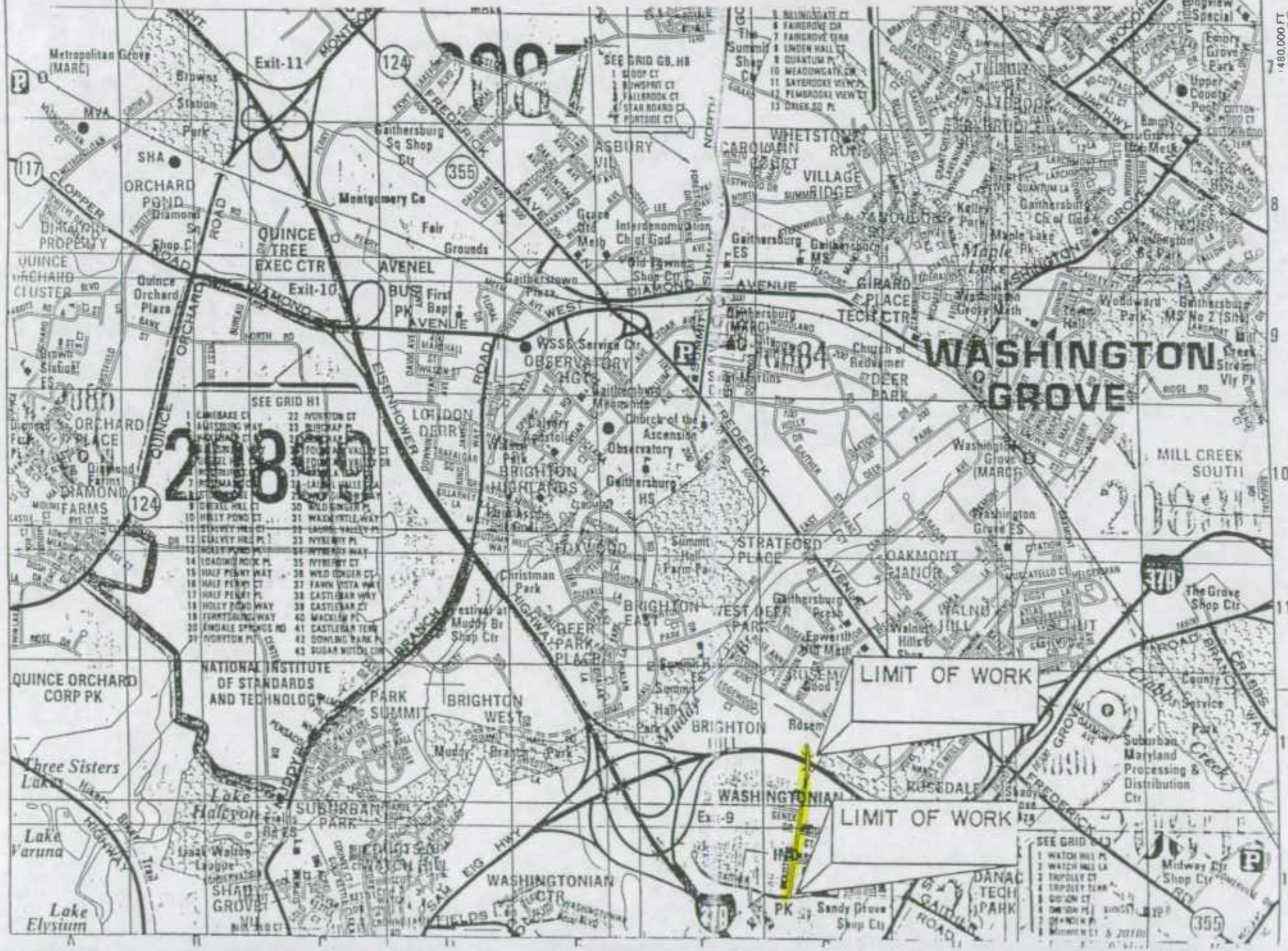


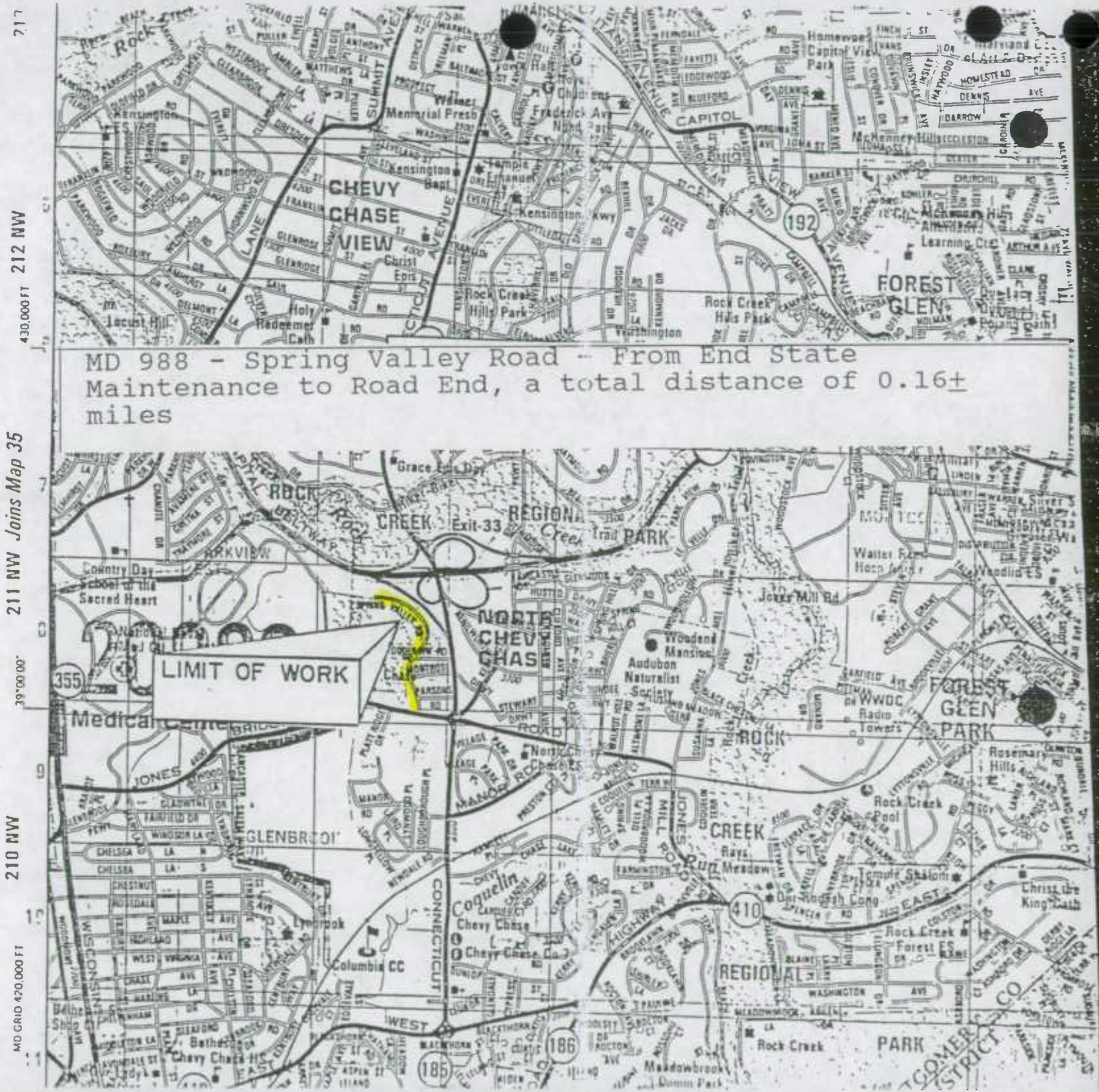

LIMIT OF WORK
LIMIT OF WORK
WHITE OAK
White Oak Shop Ctr
PAINT BRANCH PARK
Paint Branch
SURFACE WARFARE CENTER
Burnt Mills ES
Southeast Hebrew Cong
LOCKWOOD DR
NORTHWEST
Northwest Branch
Francis Scott Key
Hillandale Cd 12
Hillandale
Harry Diamond Laboratories
Naval Reserve Trng Ctr
213 NE
214 NE
FOUR CORNERS
Pine Crest
Silver Spring Cp 16
Exit-30
Exit-29
Exit-28
BELTWAY
CAPITAL
George Meany Ctr for Labor Studies
Hillandale Shop Ctr
POWDER MILL ROAD
Good Shepherd Luth Meth
George Washington Mem
Eastern MS
Silver Spring Ch of Christ
Temple Israel
Broad Acres ES
Montgomery Knolls ES
Oakview ES
Cherokee Lane ES
Holy Trinity
METZEROTT
ADELPHI
FLOWER AVE
FRANKLIN
UNIVERSITY ROAD
PARK
MD 895 - Lockwood Drive - From US 29 to MD 650, a total distance of 0.80± miles
211 NE Joins Map 38

MD 901 - Whelan Drive - From MD 121 to End State Maintenance, a total distance of 0.74± miles

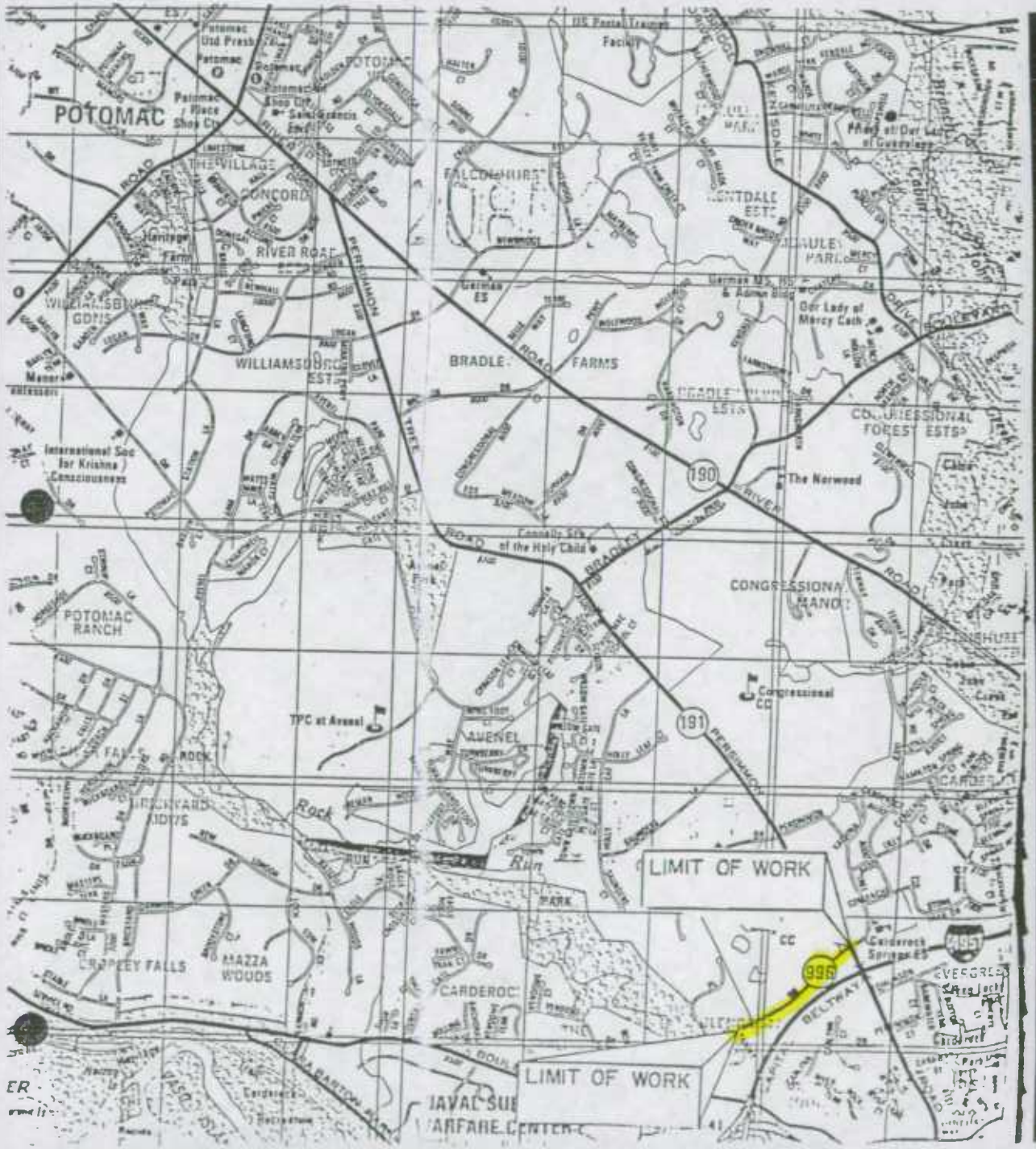
GAITH

MD 970 - Industrial Drive - From the End of State Maintenance to the Road End, a total distance of 0.23± miles



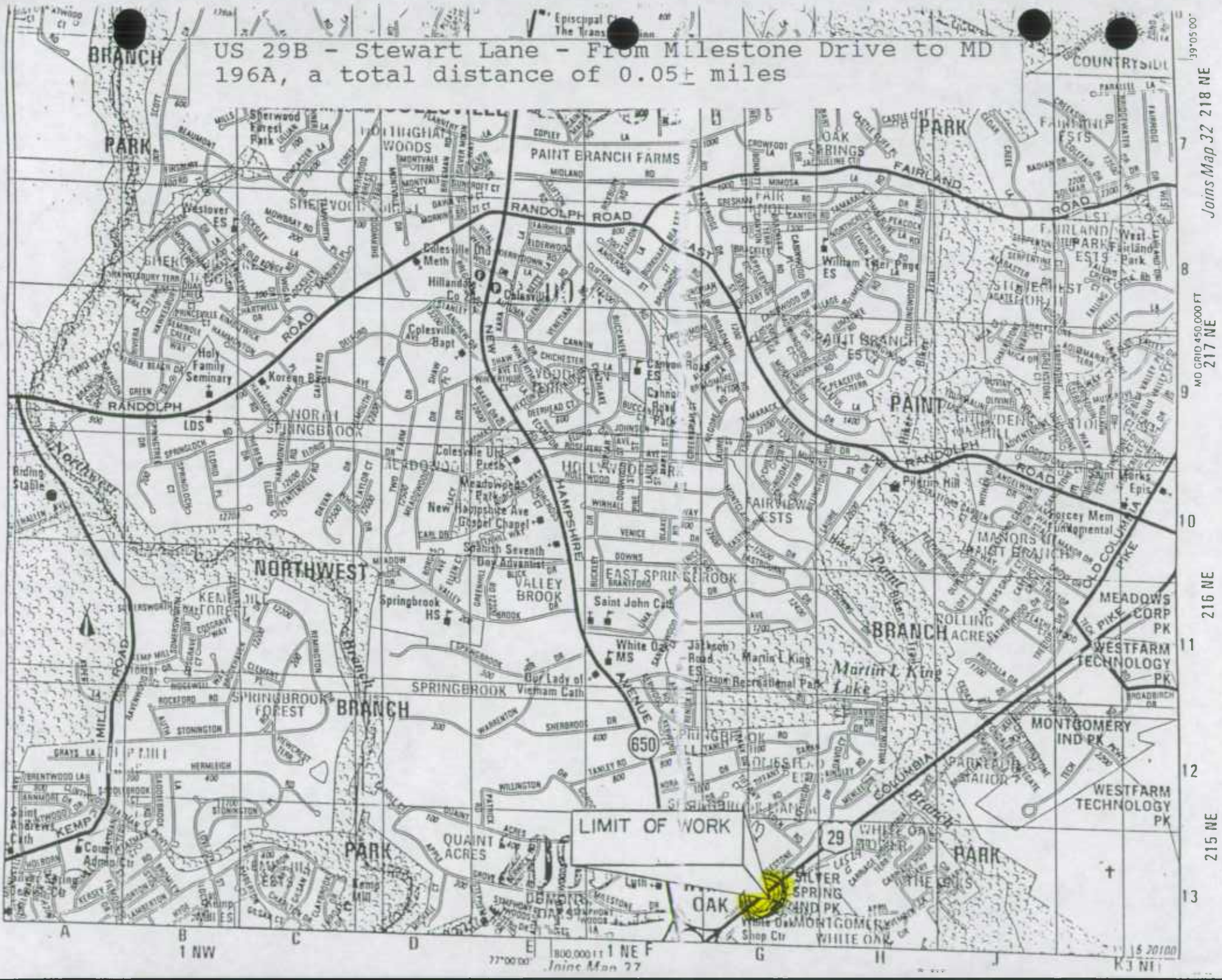

MD 988 - Spring Valley Road - From End State Maintenance to Road End, a total distance of 0.16± miles
LIMIT OF WORK
CHEVY CHASE VIEW
FOREST GLEN
ROCK CREEK REGIONAL PARK
NORTH CHEVY CHASE
Medical Center
GLENBROOK
ROCK CREEK REGIONAL PARK
Exit-33
Joins Map 35
212 NW
211 NW
210 NW
430,000 FT
MD GRID 420,000 FT
39°00'00"

MD 996 - Eggert Drive - From Persimmon Tree Lane to the End of State Maintenance, a total distance of 0.49± miles



US 29A - Lockwood Drive - From US 29 to MD 895, a total distance of 0.07± miles

US 29B - Stewart Lane - From Milestone Drive to MD 196A, a total distance of 0.05± miles



US 29C - Spur - From MD 196A to US 29, a total distance of 0.03± miles

EXHIBIT B

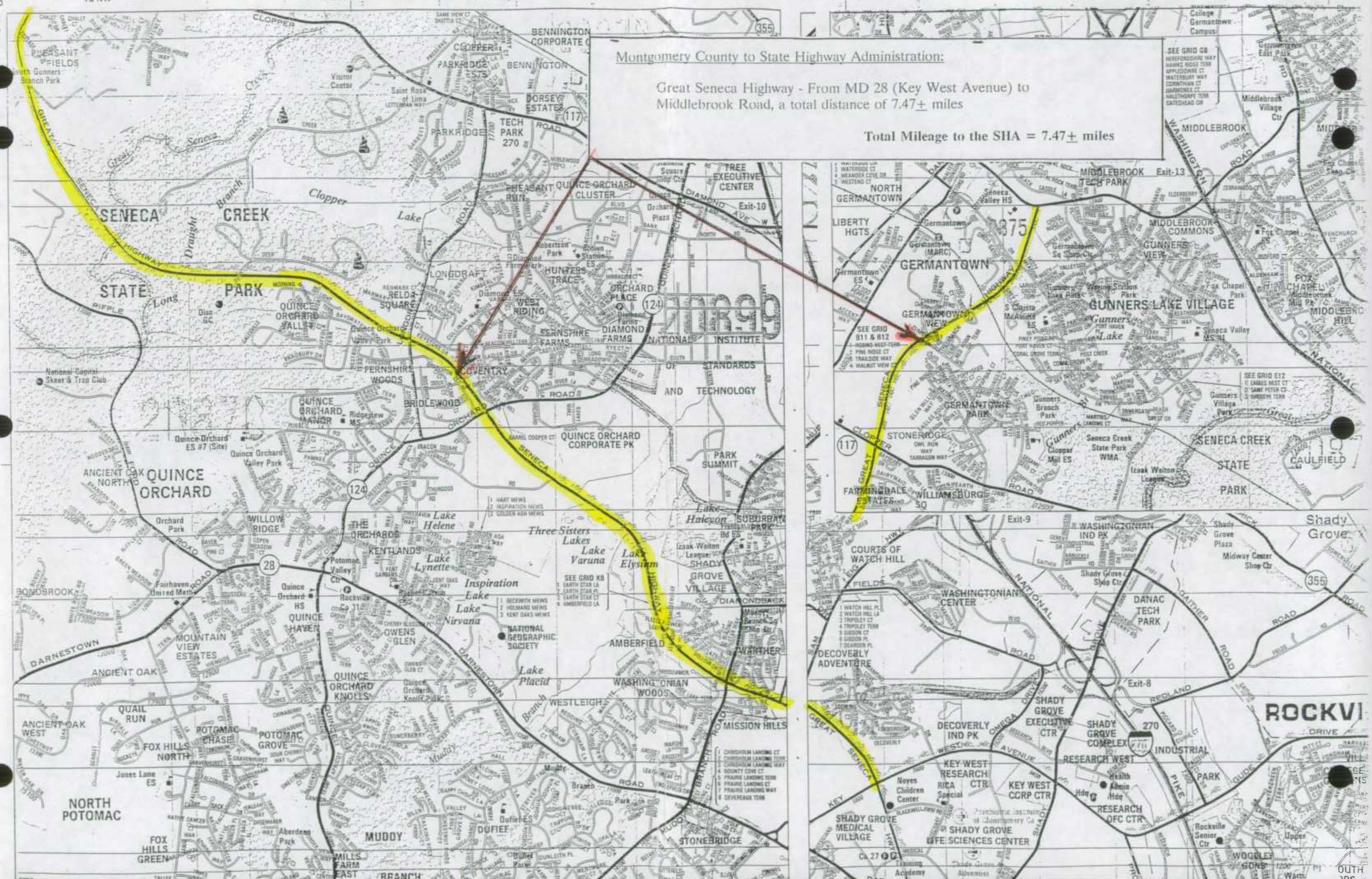
THE COUNTY HIGHWAY

GREAT SENECA HIGHWAY

Montgomery County to State Highway Administration:

Great Seneca Highway - From MD 28 (Key West Avenue) to Middlebrook Road, a total distance of 7.47± miles

Total Mileage to the SHA = 7.47± miles



Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

David L. Winstead
Secretary

Parker F. Williams
Administrator

October 27, 1998

MEMORANDUM

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

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

SUBJECT: Road Transfer to Montgomery County, Maryland and the Mayor and City Council for the City of Gaithersburg, Maryland

MD Route 124, et al
Item No.: 87790

Attached is a road transfer agreement which has been signed by officials of the City of Gaithersburg and the Acting Director of the Department of Public Works and Transportation for Montgomery County. The agreement was approved as to form and legal sufficiency by the Office of Counsel on October 20, 1998.

Please review the agreement and if it meets with your approval, sign it in the space indicated and return the agreement to the Utility and Road Conveyance Section. We will give it to the Resident Maintenance Engineer, Mr. Vernon Stinnett, who will obtain the Montgomery County Executive's signature. The County officials have indicated that this is a matter of considerable urgency and that they would like to sign the agreement as soon as possible.

If additional information is needed, please call our office.

SNC:seb
cc: Charlie Watkins
Vernon Stinnett

My telephone number is 2811

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

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

THIS AGREEMENT, made this _____ day of _____, 19____, 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, Montgomery County, Maryland, hereinafter referred to as "County", party of the second part, and the City of Gaithersburg, Maryland, hereinafter referred to as "City", party of the third part.

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the Highway Administration 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 subdivision 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 Highway Administration.

WHEREAS, the County has jurisdiction over and maintains the following three segments of roads: a dualized highway known as Montgomery Village Avenue from 0.15 miles south of Lost Knife Road/Christopher Avenue northerly, to Mid-County Highway; a dualized highway known as Mid-County Highway from Montgomery Village Avenue easterly, to Woodfield Road; and a dualized highway known as Woodfield Road from Mid-County Highway, northerly to Muncaster Mill Road (MD 115).

WHEREAS, a portion of the existing MD 124 which is owned by the Highway Administration, will be relocated over those three Segments and over a portion of Montgomery Village Avenue from 0.15 miles south of Lost Knife Road/Christopher Avenue southerly, to MD 355, which is owned by the City.

WHEREAS, as a result of relocating a portion of existing MD 124, the parties hereto, for the purpose of enhancing their respective highway systems, will transfer by and between each other various portions of existing MD 124 in exchange for various portions of Woodfield Road, Mid-County Highway, and Montgomery Village Avenue, said portions to be more fully described hereinafter and shown in Exhibit 1.

WHEREAS each party agrees to prohibit the permanent closure of any of the transferred roads without the approval of the other two parties.

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

A. IT IS HEREBY UNDERSTOOD AND AGREED that 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:

Old MD 124 (Washington Grove Lane) from the cul-de-sac near MD 115 (Muncaster Mill Road) southwesterly to the eastern corporate limits of the City of Gaithersburg, for a total distance of 1.78± miles.

IT IS UNDERSTOOD AND AGREED between the County and the Highway Administration that conveyance of the aforegoing sections of highway are subject to the following conditions:

1. The effective date of transfer shall be upon the full execution of this Agreement by all parties.

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 an additional 1.78 ± 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. The County will be held harmless for any suits, actions, claims, judgements, and damages that arose out of the condition and operation of the above described road prior to the effective date of this transfer.

6. Further, after the County has jurisdiction over said road, it will construct flat top speed humps and raised crosswalks at the locations shown on Exhibit 2, subject to funding availability and scheduling requirements.

IT IS FURTHER UNDERSTOOD AND AGREED that the Highway Administration will hereafter prepare a deed of conveyance transferring the above described section of existing MD 124 to the County, subject to the approval of the Board of Public Works of Maryland.

B. AND BE IT FURTHER AGREED that the County does hereby transfer unto the Highway Administration, and the Highway Administration does hereby accept from the County, jurisdiction over, and responsibility for, the maintenance of the following described sections of County highway for maintenance purposes as part of the State highway system:

Relocated MD 124 (referred heretofore as Montgomery Village Avenue) from a point 0.15 miles south of Lost Knife Road/Christopher Avenue, northwesterly to Mid-County Highway, for a total distance of 0.17± mile.

Relocated MD 124 (referred heretofore as Mid-County Highway) from Montgomery Village Avenue, easterly to Woodfield Road, for a total distance of 1.70± miles.

Relocated MD 124 (referred heretofore as Woodfield Road) from Mid-County Highway to Muncaster Mill Road (MD 115), a distance of 0.94 ± mile.

IT IS UNDERSTOOD AND AGREED between the County and the Highway Administration that conveyance of the aforegoing sections of highway are subject to the following conditions:

1. The effective date of transfer shall be upon the full execution of this Agreement by all parties.

2. The aforegoing mileage will be excluded from 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 exclude the 2.81± miles from the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said 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 Highway Administration 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. The Highway Administration will be held harmless for any suits, actions, claims, judgements, and damages that arose out of the condition and operation of the above described roads prior to the effective date of this transfer.

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

C. AND BE IT FURTHER AGREED that the Highway Administration does hereby transfer unto the City, and the City does hereby accept from the Highway Administration, jurisdiction over, and responsibility for, the maintenance of the following described section of State highway for maintenance purposes as part of the municipal highway system:

Old Md 124 (East Diamond Avenue) from the eastern limits of the City of Gaithersburg near Railroad Street, M.P. 5.79, westerly to Chestnut Street, M.P. 4.48, for a total distance of 1.31± mile.

Service Road parallel to MD 355 (WBR) Railroad Bridge from East Diamond Avenue (Old Maryland 124) M.P. 4.69 northeasterly to the road end for a total of 0.07± mile. The Highway Administration will retain a construction easement for the maintenance and repair of the railroad bridge retaining wall.

IT IS UNDERSTOOD AND AGREED between the City and the Highway Administration that conveyance of the aforegoing section of highway is subject to the following conditions:

1. The effective date of transfer shall be upon the full execution of this Agreement by all parties.

2. The aforegoing mileage will be included in the City 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 an additional 1.38± miles in the allocation to the City beginning July 1st of the year following the date as set forth in Item 2 above.

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

5. The City accepts jurisdiction over, and responsibility for, the maintenance of said roads as of the effective date of transfer as set forth in Item 1 above. The City will be held harmless for any suits, actions, claims, judgements, and damages that arose out of the condition and operation of the above described roads prior to the effective date of this transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the Highway Administration will hereafter prepare a deed of conveyance transferring the above described section of existing MD 124 and Service Road to the City, subject to the approval of the Board of Public Works of Maryland.

D. AND BE IT FURTHER AGREED that the City does hereby transfer unto the Highway Administration, and the Highway Administration does hereby accept from the City, jurisdiction over, and responsibility for, the maintenance of the following described section of City highway for maintenance purposes as part of the State highway system:

Relocated MD 124 (Montgomery Village Avenue) from MD 355 (Frederick Road), northeasterly to a point 0.15 miles south of Lost Knife Road/Christopher Avenue, for a total distance of 0.42± mile.

The City will retain an easement for the maintenance and repair of the spillway for Lake Walker that passes under Montgomery Village Avenue via two 84 inch diameter pipe culverts.

IT IS UNDERSTOOD AND AGREED between the City and the Highway Administration that conveyance of the aforegoing section of highway are subject to the following conditions:

1. The effective date of transfer shall be upon the full execution of this Agreement by all parties.

2. The aforegoing mileage will be excluded from the City 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 exclude the 0.42± mile from the allocation to the City beginning July 1st of the year following the date as set forth in Item 2 above.

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

5. The Highway Administration accepts jurisdiction over, and responsibility for, the maintenance of said road as of the effective date of transfer as set forth in Item 1 above. The Highway Administration will be held harmless for any suits, actions, claims, judgements, and damages that arose out of the condition and operation of the above described road prior to the effective date of this transfer.

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

E. The herein described sections of highways being transferred are also shown, for clarification purposes only, on the attached Exhibit #1.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Vernon L. Stimmel Jr.

By: _____
District Engineer, District Office 3

Approved as to form and legal sufficiency this 20th day of October, 1998.

RECOMMENDED FOR APPROVAL:

Stephen M. Clarke, Jr.
Chief, ~~Bureau of Highway Statistics~~
Utility and Road Conveyance Section

_____
Assistant Attorney General

WITNESS:

_____

MONTGOMERY COUNTY, MARYLAND

By: _____
County Executive

Approved as to form and legal sufficiency this 27th day of July, 1998

RECOMMENDED FOR APPROVAL:

_____
Acting Director, Department of Public Works and Transportation

_____
County Attorney

MAYOR AND CITY COUNCIL FOR THE CITY OF GAITHERSBURG, MARYLAND

WITNESS:

_____

By: _____
Mayor

Approved as to form and legal sufficiency this 6th day of October, 1998.

RECOMMENDED FOR APPROVAL:

_____
Director of Public Works and Engineering

_____
City Attorney

ADDENDUM SIGNATURE PAGE

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Nancy L Howard

BY: Milo J Pedersen

Director, Office of Planning and
Preliminary Engineering

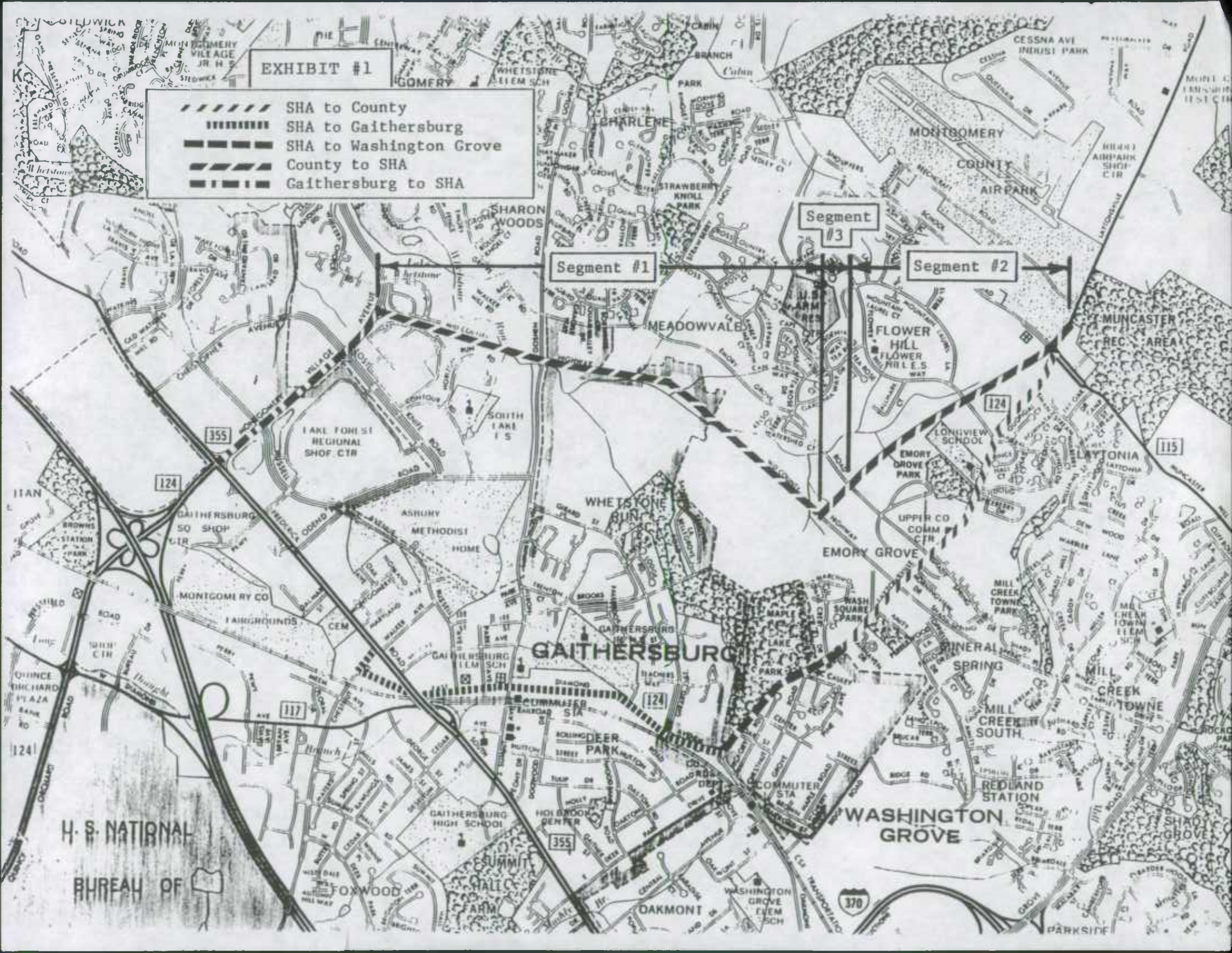


EXHIBIT #1
SHA to County
SHA to Gaithersburg
SHA to Washington Grove
County to SHA
Gaithersburg to SHA
Segment #1
Segment #2
Segment #3
GAITHERSBURG
WASHINGTON GROVE
MONTGOMERY COUNTY AIRPARK
MEADOWVALE
FLOWER HILL
EMORY GROVE
LAKE FOREST REGIONAL SHOP CTR
SHARON WOODS
CHARLENE
WHETSTONE RUN
MONTGOMERY COUNTY FAIRGROUNDS
GAITHERSBURG HIGH SCHOOL
DEER PARK
COMMUTER STA
MILL CREEK TOWNE
MILL CREEK SOUTH
REDLAND STATION
MUNCASTER REC AREA
LAYTONIA
OAKMONT
FOXWOOD
SUMMIT HALL FARM
U.S. NATIONAL BUREAU OF

EXHIBIT #1 - MD 124 Transfer Agreement

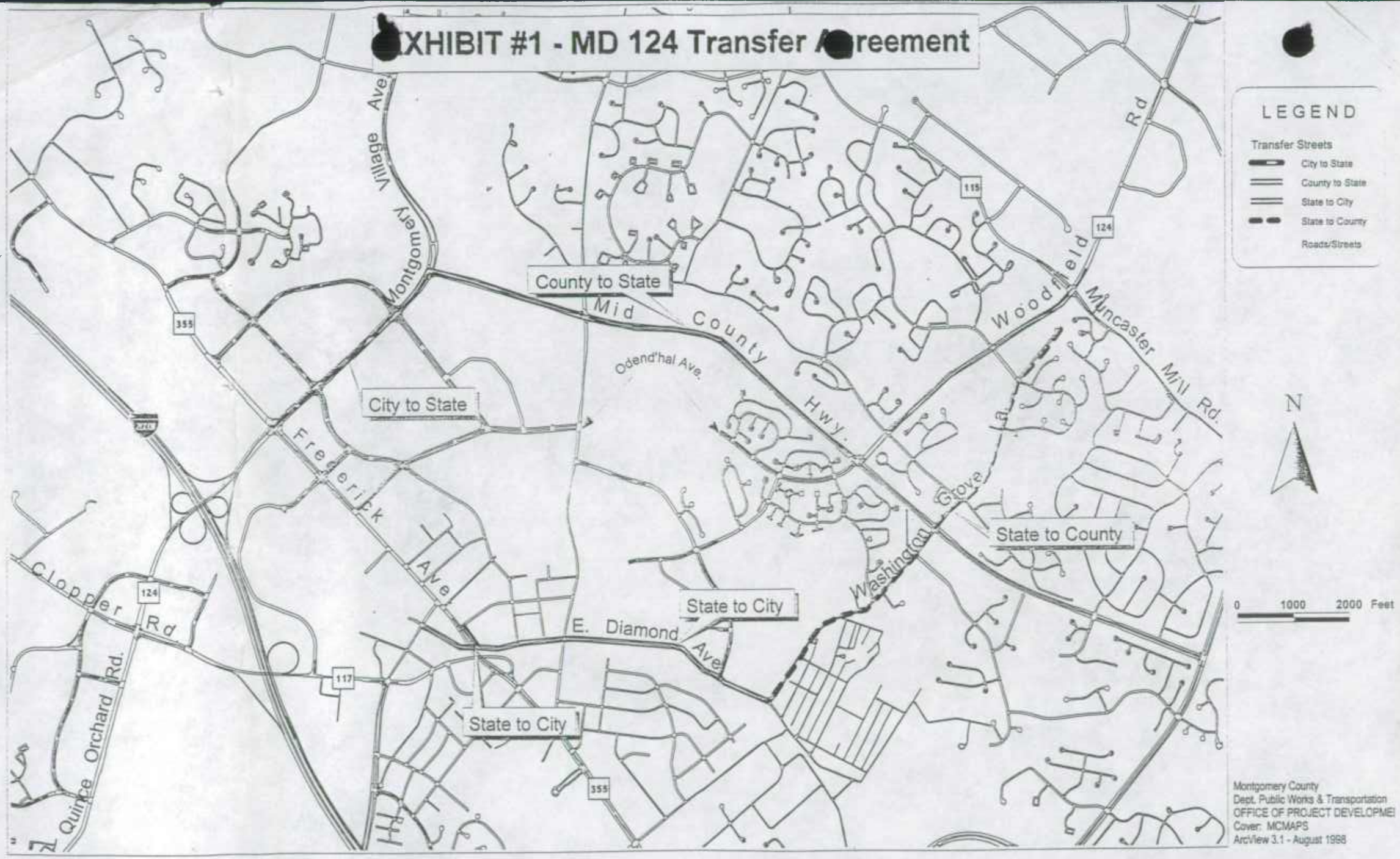
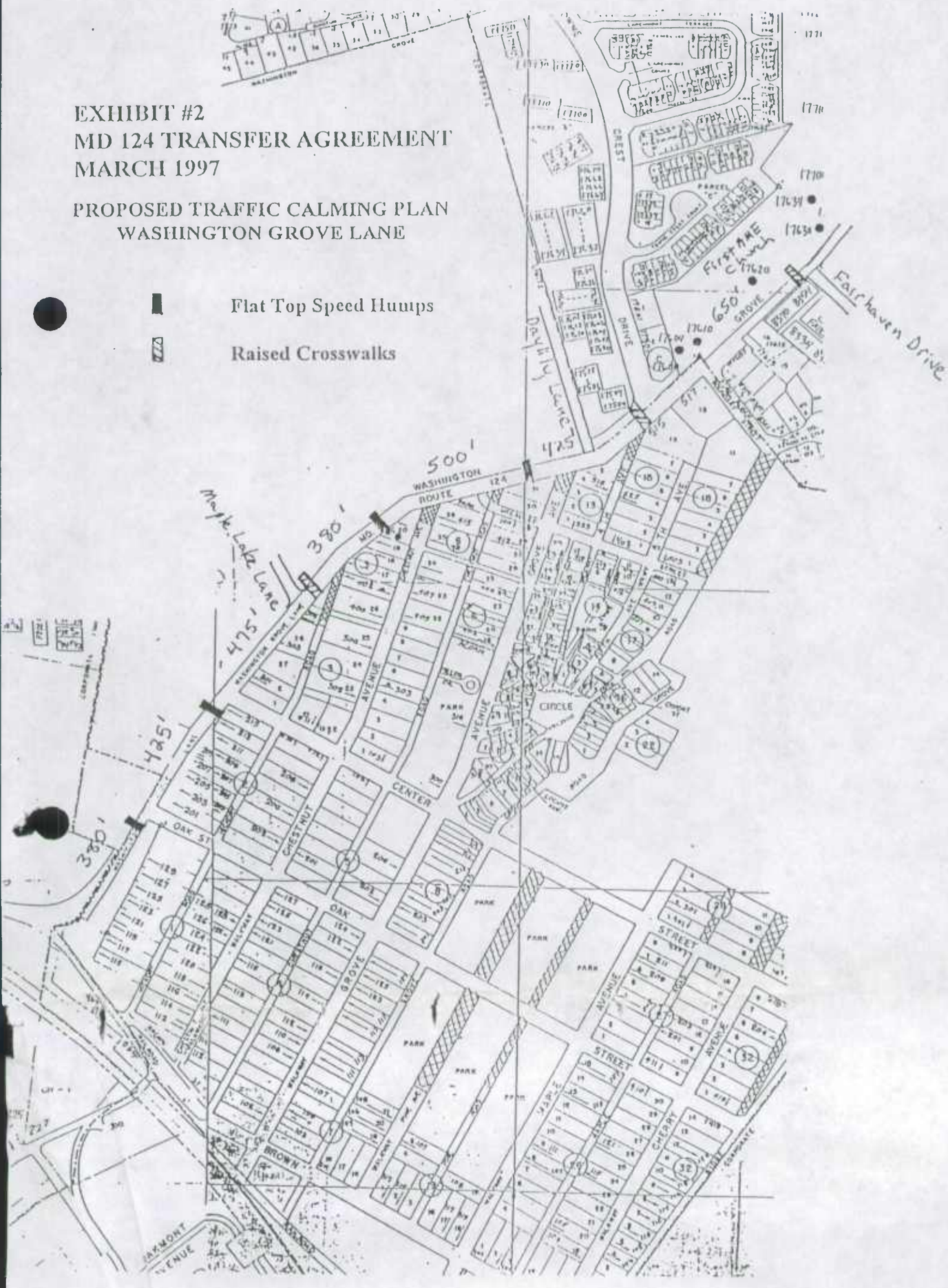


EXHIBIT #2
MD 124 TRANSFER AGREEMENT
MARCH 1997

PROPOSED TRAFFIC CALMING PLAN
WASHINGTON GROVE LANE

Flat Top Speed Humps

Raised Crosswalks



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

December 21, 1998

Director Neil J. Pedersen, Office of Planning and Preliminary Engineering, as part of a road transfer agreement, has approved the following route number designation in Montgomery County:

Great Seneca Highway, from MD 28 to Middlebrook Road, has been designated as MD 119.

A map indicating the affected roadway is attached.

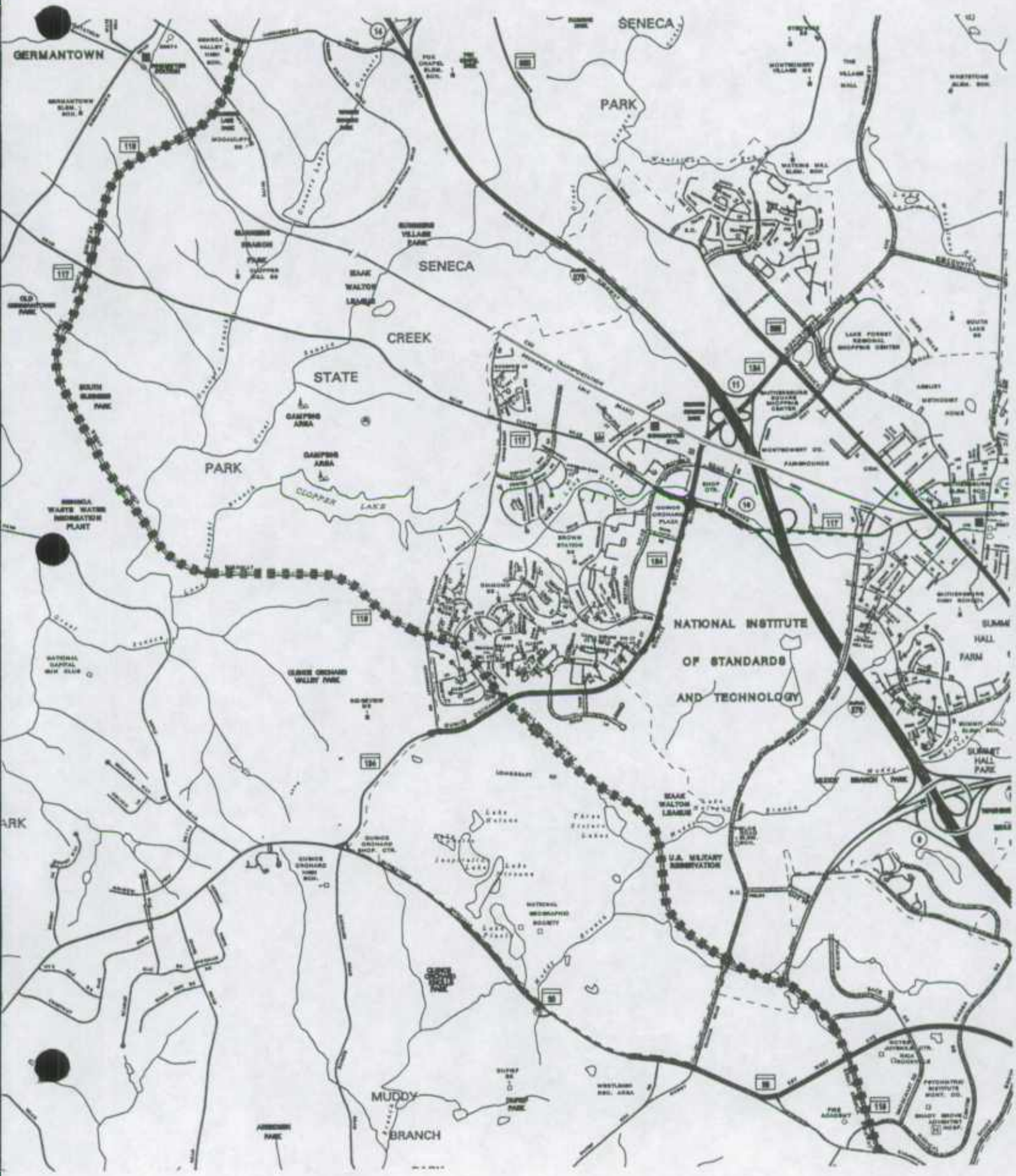
Attachment

Distribution List

Ms. Mary Allewalt
Mr. Michael Baxter
Mr. William Brauer, III
Mr. Anthony Capizzi
Mr. David Clifford
Mr. Richard Daff
Mr. Robert Douglass
Mr. Louis Ege, Jr.
Mr. Earle Freedman
Mr. Robert Harrison
Mr. Karl Hess
Mr. Thomas Hicks
Ms. Elizabeth Homer
Mr. Michael Lenhart
Mr. Neil Pedersen
Mr. Douglas Rose
Mr. Edward Schmidbauer, Jr.
Mr. Leonard Schultz
Mr. Majib Shakib
Mr. Ken Shelton
Mr. Douglas Simmons
Ms. Dolores Strausser
Mr. Douglas Taylor
Mr. Richard Weddle
Mr. William Walsek
Mr. Charles Watkins
Mr. Parker Williams
Mr. Russell Yurek

Mr. Donald K. Cochran
Acting Director
Montgomery County
Park and Planning Department

Mr. Graham Norton
Director
Montgomery County
Department of Public Works and Transportation


GERMANTOWN
SENECA
PARK
SENECA
CREEK
STATE
PARK
CLOPPER LAKE
NATIONAL INSTITUTE
OF STANDARDS
AND TECHNOLOGY
MUDDY
BRANCH

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

David L. Winstead
Secretary

Parker F. Williams
Administrator

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

DJL 12/14/98

December 11, 1998

Neil J. Pedersen, Director of Office of Planning and Preliminary Engineering executed a road transfer agreement dated December 10, 1998, between the State Highway Administration and Montgomery 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 road transfer agreement will become effective on the date indicated in subsection a of the agreement.

State Highway Administration to Montgomery County, Maryland

MD Rte. 118 (Germantown Road) - from M.P. 3.69, south of MD 117 to M.P. 5.26 at Wisteria Drive, including C.S.X. bridge no. 15019.
*Co 7010, Liberty Mill Rd and
Co 5376, Walter Johnson Rd

TOTAL MILEAGE: 1.56± MILE

Item Number: **87787**

Montgomery County, Maryland to the State Highway Administration

Relocated MD Rte. 118 - from intersection with existing MD 118 - M.P. 3.69, south of MD 117 to intersection with Wisteria Drive

TOTAL MILEAGE: 1.80± MILE

The agreement has been executed by the appropriate officials of the S.H.A. and Montgomery County, Maryland, and approved as to form and legal sufficiency by legal council for both parties.

RMP:seb

My telephone number is 545-2810

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

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

EXHIBIT B

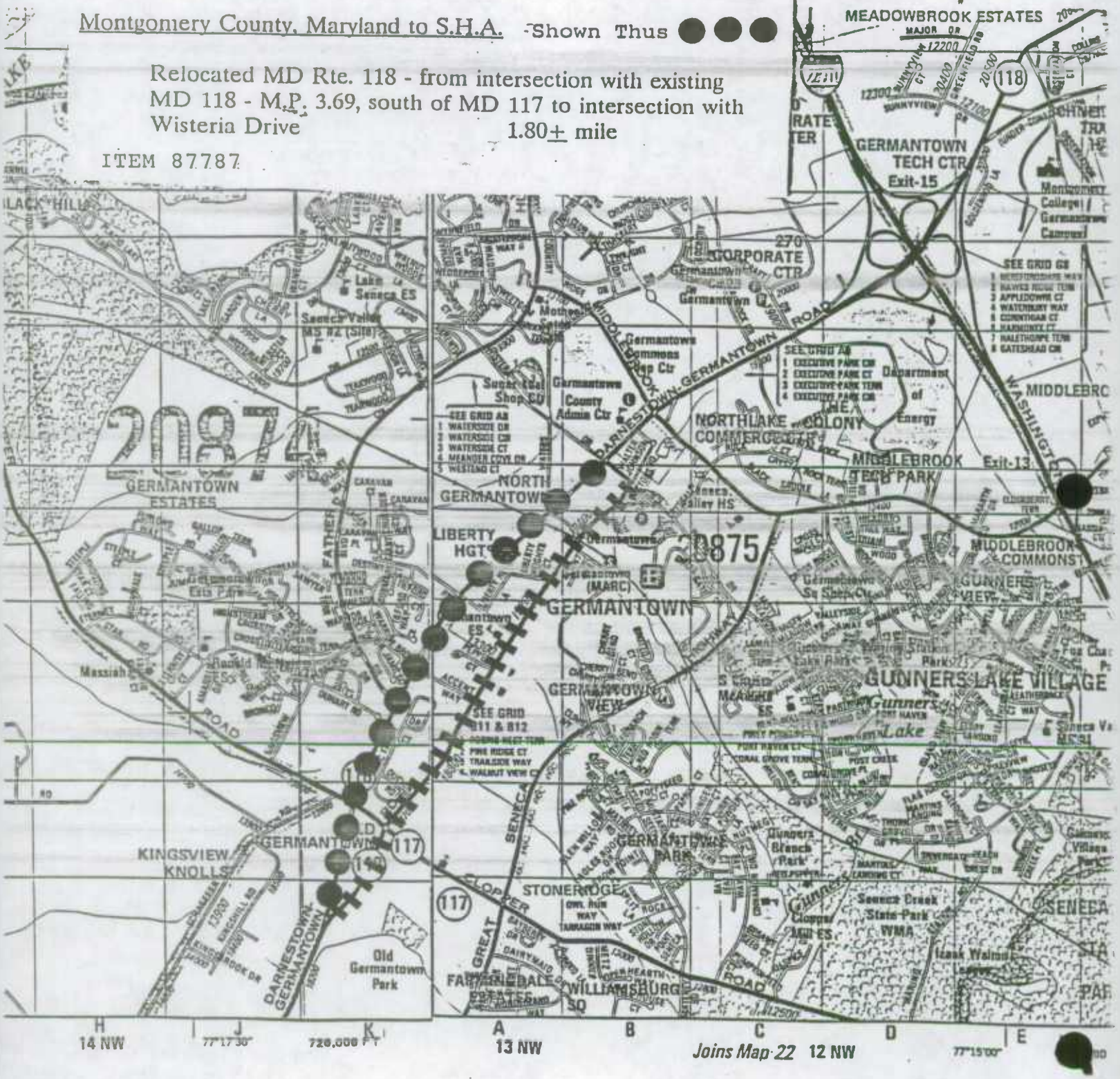
SHA to Montgomery County, Maryland: Shown Thus ▮▮▮▮▮

MD Rte. 118 (Germantown Road) - from M.P. 3.69, south of MD 117 to M.P. 5.26 at Wisteria Drive, including C.S.X. bridge no. 15019. 1.56± mile

Montgomery County, Maryland to S.H.A. Shown Thus ●●●

Relocated MD Rte. 118 - from intersection with existing MD 118 - M.P. 3.69, south of MD 117 to intersection with Wisteria Drive 1.80± mile

ITEM 87787



S.H.A.

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

MONTGOMERY COUNTY

Mr. Ken Kendall

DEPARTMENT OF PUBLIC WORKS
AND TRANSPORTATION

Douglas M. Duncan
County Executive

Graham J. Norton
Director

Fax

To: KEVIN POWERS **From:** Willard Jackson

Fax: 1-410-209-5033 **Pages:**

Phone: **Date:** 12/1/98

Re: 124 ROAD TRANSFER **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Confidential**

• **Comments:**

Division of Highway Services
100 Maryland Avenue, Room 11-i • Rockville, Maryland 20850 • ~~301/217-2159~~
Located two blocks west of the Rockville Metro 301/217-8688

THIS AGREEMENT, made this 5th day of November, 19 98, 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, Montgomery County, Maryland, hereinafter referred to as "County", party of the second part, and the City of Gaithersburg, Maryland, hereinafter referred to as "City", party of the third part.

WHEREAS, under authority contained in Transportation Article Title 8-304 of the Annotated Code of Maryland, the Highway Administration 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 subdivision 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 Highway Administration.

WHEREAS, the County has jurisdiction over and maintains the following three segments of roads: a dualized highway known as Montgomery Village Avenue from 0.15 miles south of Lost Knife Road/Christopher Avenue northerly, to Mid-County Highway; a dualized highway known as Mid-County Highway from Montgomery Village Avenue easterly, to Woodfield Road; and a dualized highway known as Woodfield Road from Mid-County Highway, northerly to Muncaster Mill Road (MD 115).

WHEREAS, a portion of the existing MD 124 which is owned by the Highway Administration, will be relocated over those three Segments and over a portion of Montgomery Village Avenue from 0.15 miles south of Lost Knife Road/Christopher Avenue southerly, to MD 355, which is owned by the City.

WHEREAS, as a result of relocating a portion of existing MD 124, the parties hereto, for the purpose of enhancing their respective highway systems, will transfer by and between each other various portions of existing MD 124 in exchange for various portions of Woodfield Road, Mid-County Highway, and Montgomery Village Avenue, said portions to be more fully described hereinafter and shown in Exhibit 1.

WHEREAS each party agrees to prohibit the permanent closure of any of the transferred roads without the approval of the other two parties.

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

A. IT IS HEREBY UNDERSTOOD AND AGREED that 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:

CO 7011

Old MD 124 (Washington Grove Lane) from the cul-de-sac near MD 115 (Muncaster Mill Road) southwesterly to the eastern corporate limits of the City of Gaithersburg, for a total distance of 1.78± miles.

IT IS UNDERSTOOD AND AGREED between the County and the Highway Administration that conveyance of the aforegoing sections of highway are subject to the following conditions:

1. The effective date of transfer shall be upon the full execution of this Agreement by all parties.

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 an additional 1.78 ± 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. The County will be held harmless for any suits, actions, claims, judgements, and damages that arose out of the condition and operation of the above described road prior to the effective date of this transfer.

6. Further, after the County has jurisdiction over said road, it will construct flat top speed humps and raised crosswalks at the locations shown on Exhibit 2, subject to funding availability and scheduling requirements.

IT IS FURTHER UNDERSTOOD AND AGREED that the Highway Administration will hereafter prepare a deed of conveyance transferring the above described section of existing MD 124 to the County, subject to the approval of the Board of Public Works of Maryland.

B. AND BE IT FURTHER AGREED that the County does hereby transfer unto the Highway Administration, and the Highway Administration does hereby accept from the County, jurisdiction over, and responsibility for, the maintenance of the following described sections of County highway for maintenance purposes as part of the State highway system:

MD 124

Relocated MD 124 (referred heretofore as Montgomery Village Avenue) from a point 0.15 miles south of Lost Knife Road/Christopher Avenue, northwesterly to Mid-County Highway, for a total distance of 0.17± mile.

MD124

Relocated MD 124 (referred heretofore as Mid-County Highway) from Montgomery Village Avenue, easterly to Woodfield Road, for a total distance of 1.70± miles.

Relocated MD 124 (referred heretofore as Woodfield Road) from Mid-County Highway to Muncaster Mill Road (MD 115), a distance of 0.94 ± mile.

IT IS UNDERSTOOD AND AGREED between the County and the Highway Administration that conveyance of the aforegoing sections of highway are subject to the following conditions:

1. The effective date of transfer shall be upon the full execution of this Agreement by all parties.

2. The aforegoing mileage will be excluded from 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 exclude the 2.81± miles from the allocation to the County beginning July 1st of the year following the date as set forth in Item 2 above.

4. The transfer of said 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 Highway Administration 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. The Highway Administration will be held harmless for any suits, actions, claims, judgements, and damages that arose out of the condition and operation of the above described roads prior to the effective date of this transfer.

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

C. AND BE IT FURTHER AGREED that the Highway Administration does hereby transfer unto the City, and the City does hereby accept from the Highway Administration, jurisdiction over, and responsibility for, the maintenance of the following described section of State highway for maintenance purposes as part of the municipal highway system:

MU77

Old Md 124 (East Diamond Avenue) from the eastern limits of the City of Gaithersburg near Railroad Street, M.P. 5.79, westerly to Chestnut Street, M.P. 4.48, for a total distance of 1.31± mile.

MW 76

Service Road parallel to MD 355 (WBR) Railroad Bridge from East Diamond Avenue (Old Maryland 124) M.P. 4.69 northeasterly to the road end for a total of 0.07± mile. The Highway Administration will retain a construction easement for the maintenance and repair of the railroad bridge retaining wall.

IT IS UNDERSTOOD AND AGREED between the City and the Highway Administration that conveyance of the aforegoing section of highway is subject to the following conditions:

1. The effective date of transfer shall be upon the full execution of this Agreement by all parties.

2. The aforegoing mileage will be included in the City 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 an additional 1.38± miles in the allocation to the City beginning July 1st of the year following the date as set forth in Item 2 above.

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

5. The City accepts jurisdiction over, and responsibility for, the maintenance of said roads as of the effective date of transfer as set forth in Item 1 above. The City will be held harmless for any suits, actions, claims, judgements, and damages that arose out of the condition and operation of the above described roads prior to the effective date of this transfer.

IT IS FURTHER UNDERSTOOD AND AGREED that the Highway Administration will hereafter prepare a deed of conveyance transferring the above described section of existing MD 124 and Service Road to the City, subject to the approval of the Board of Public Works of Maryland.

D. AND BE IT FURTHER AGREED that the City does hereby transfer unto the Highway Administration, and the Highway Administration does hereby accept from the City, jurisdiction over, and responsibility for, the maintenance of the following described section of City highway for maintenance purposes as part of the State highway system:

MD124

Relocated MD 124 (Montgomery Village Avenue) from MD 355 (Frederick Road), northeasterly to a point 0.15 miles south of Lost Knife Road/Christopher Avenue, for a total distance of 0.42± mile.

The City will retain an easement for the maintenance and repair of the spillway for Lake Walker that passes under Montgomery Village Avenue via two 84 inch diameter pipe culverts.

IT IS UNDERSTOOD AND AGREED between the City and the Highway Administration that conveyance of the aforegoing section of highway are subject to the following conditions:

1. The effective date of transfer shall be upon the full execution of this Agreement by all parties.

2. The aforegoing mileage will be excluded from the City 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 exclude the 0.42± mile from the allocation to the City beginning July 1st of the year following the date as set forth in Item 2 above.

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

5. The Highway Administration accepts jurisdiction over, and responsibility for, the maintenance of said road as of the effective date of transfer as set forth in Item 1 above. The Highway Administration will be held harmless for any suits, actions, claims, judgements, and damages that arose out of the condition and operation of the above described road prior to the effective date of this transfer.

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

E. The herein described sections of highways being transferred are also shown, for clarification purposes only, on the attached Exhibit #1.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Vernon L. Stinnett Jr.

By: _____
District Engineer, District Office 3

Approved as to form and legal sufficiency this 20th day of October, 1998.

RECOMMENDED FOR APPROVAL:

Stephen M. Clarke Jr.
Chief, ~~Bureau of Highway Statistics~~
Utility and Road Conveyance Section

_____
Assistant Attorney General

MONTGOMERY COUNTY, MARYLAND

WITNESS:

JoAnne Poore

By: _____
County Executive

Approved as to form and legal sufficiency this 27th day of July, 1998

RECOMMENDED FOR APPROVAL:

_____
Acting Director, Department of Public Works and Transportation

_____
County Attorney

MAYOR AND CITY COUNCIL FOR THE CITY OF GAITHERSBURG, MARYLAND

WITNESS:

J. Bushard Jr.

By: _____
Mayor

Approved as to form and legal sufficiency this 6th day of October, 1998.

RECOMMENDED FOR APPROVAL:

James D. Arnoult
Director of Public Works and Engineering

_____
City Attorney

ADDENDUM SIGNATURE PAGE

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Nancy L. Howard

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

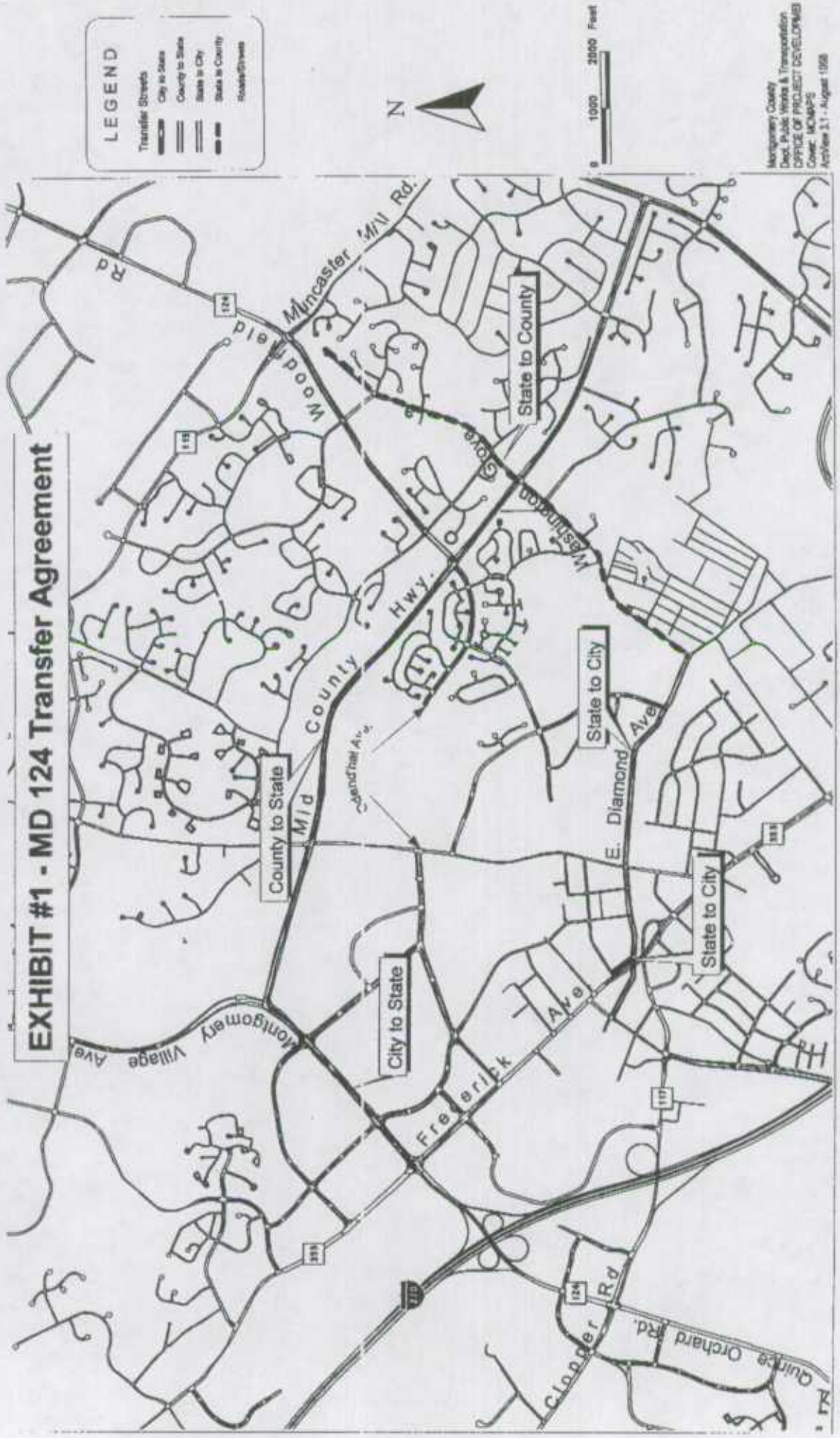


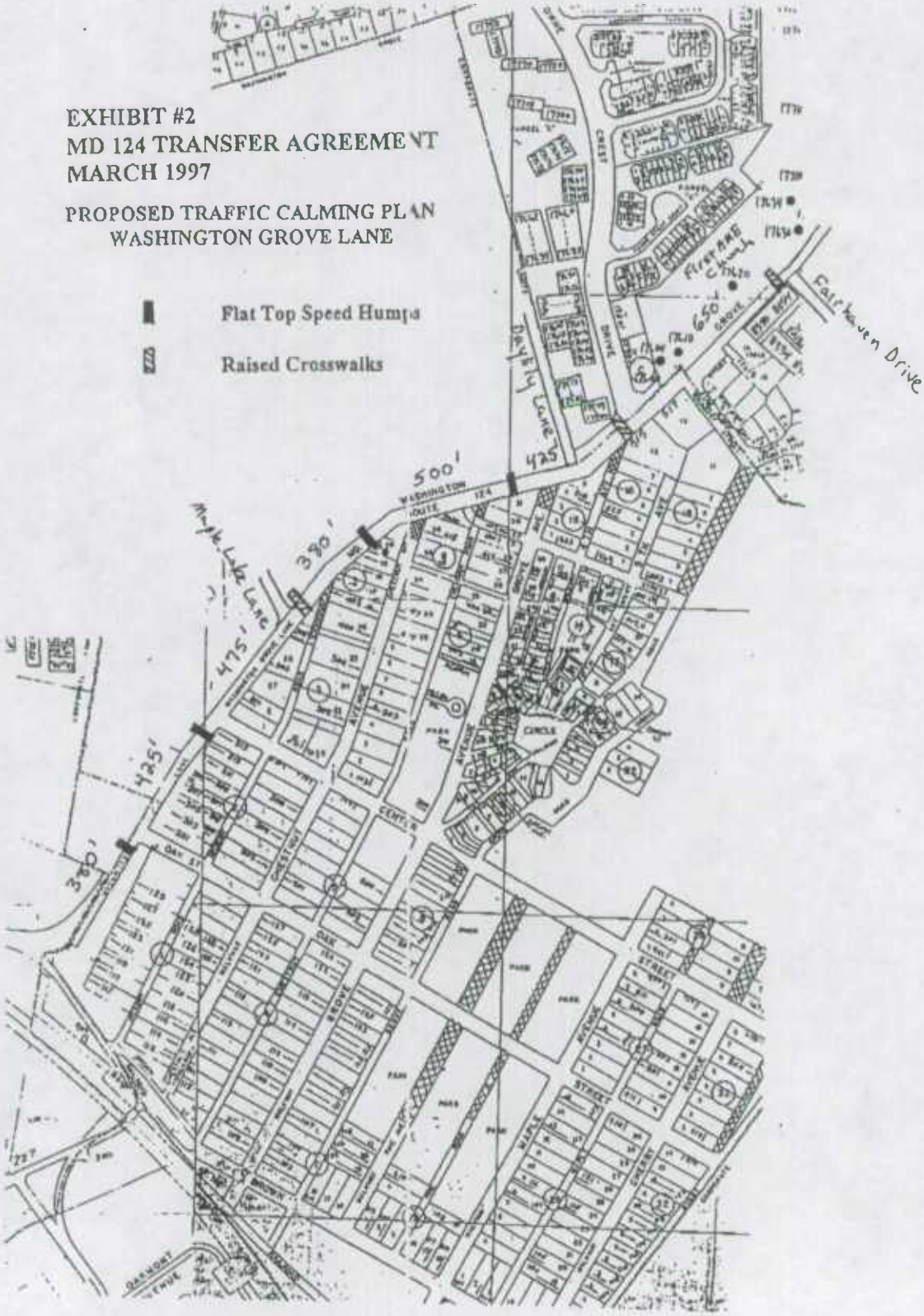
EXHIBIT #1 - MD 124 Transfer Agreement
LEGEND
Transfer Streets
City to State
County to State
State to City
State to County
Roads/Streets
N
0 1000 2000 Feet
Montgomery County
Dept. Public Works & Transportation
OFFICE OF PROJECT DEVELOPMENT
Cover: MONAPS
Archive 11 - August 1998
Muncaster Mill Rd.
Woodfield Rd
124
119
County to State
Mid County Hwy.
Calendhal Ave
City to State
Frederick Ave
Montgomery Village Ave
State to County
Gaithersburg Washington
State to City
E. Diamond Ave
State to City
117
355
Clopper Rd
Quince Orchard Rd.

EXHIBIT #2
MD 124 TRANSFER AGREEMENT
MARCH 1997

PROPOSED TRAFFIC CALMING PLAN
WASHINGTON GROVE LANE

Flat Top Speed Humps

Raised Crosswalks



David L. Winstead
Secretary
Hal Kassoff
Administrator

Maryland Department of Transportation
State Highway Administration

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

MARCH 8, 1996

Director, Neil J. Pedersen, of the Office of Planning and Preliminary Engineering executed a Road Transfer Agreement dated February 4, 1993, between the State Highway Administration and Montgomery 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.

I. State Highway Administration to Montgomery County, Maryland:

Existing MD Route 28 - From Key West Avenue, at approximately State milepoint 18.09, to the County/City of Rockville boundary line, at approximately State milepoint 22.29

TOTAL MILEAGE ALLOCATED: 2.2± MILES

II. Montgomery County, Maryland to the State Highway Administration:

Key West Avenue - From its intersection with existing MD 28, west of Hunting Lane, to the point of tie-in to existing MD 28, approximately 600 feet east of Hurley Avenue

Item Nos.: 85469/72372-F

The effective date of transfer shall be upon the completion of construction and acceptance for maintenance by the State Highway Administration of Key West Avenue (Contract No.: M 528-503-371). The completion of construction for Key West Avenue is currently scheduled for September of 1996.

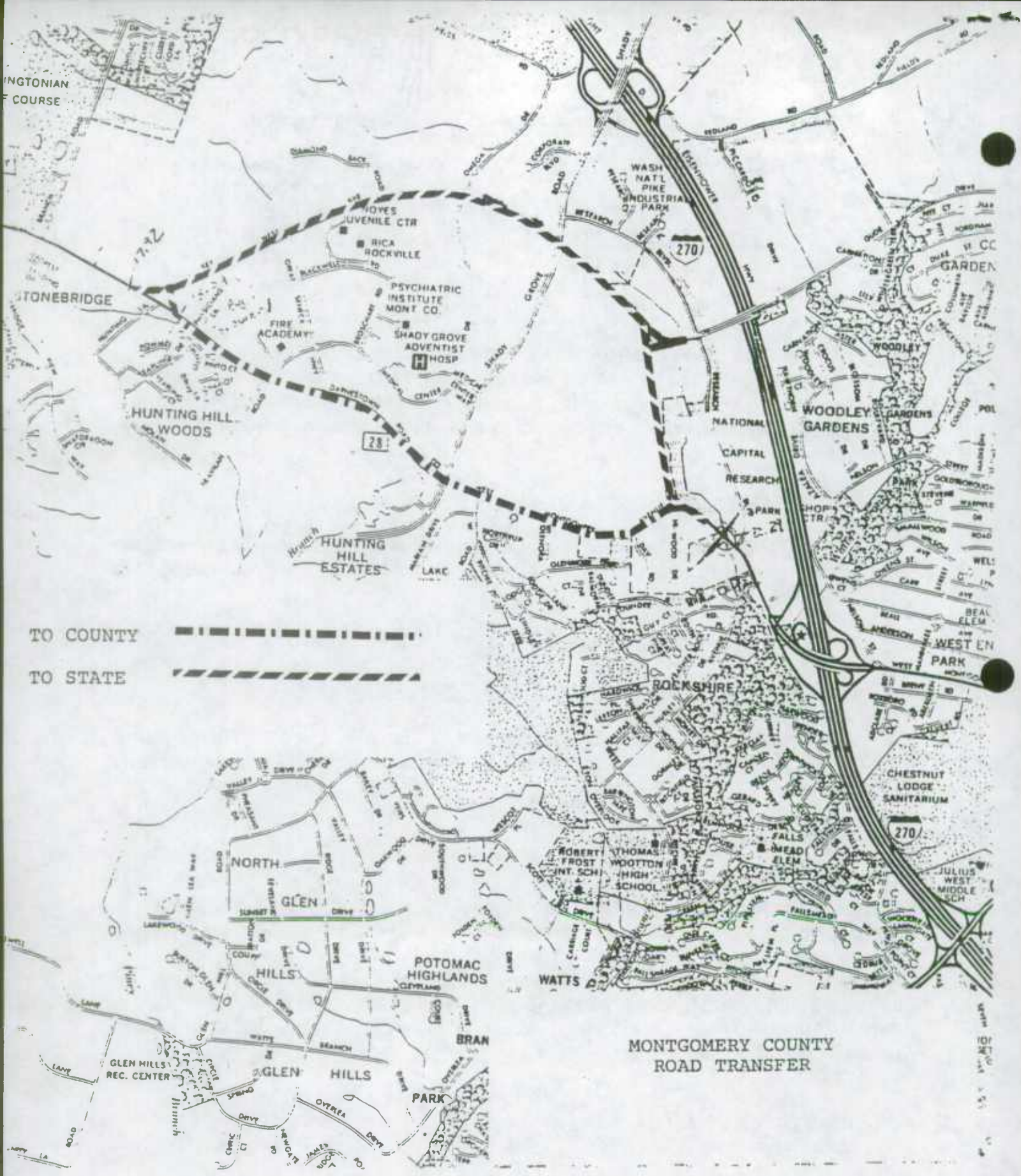
Said agreement had previously been executed by the Honorable Neal Potter, County Executive for Montgomery County and approved as to form and legal sufficiency by Chief Counsel, Edward S. Harris.

KO:SNC:cej

My telephone number is 333-1627

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

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


INGTONIAN
F COURSE
STONEBRIDGE
HOYES JUVENILE CTR
RICA ROCKVILLE
PSYCHIATRIC INSTITUTE MONT CO.
FIRE ACADEMY
SHADY GROVE ADVENTIST HOSP
WASH NATL PIKE INDUSTRIAL PARK
270
HUNTING HILL WOODS
28
HUNTING HILL ESTATES
LAKE
NATIONAL CAPITAL RESEARCH PARK
WOODLEY GARDENS
WOODLEY
GARDEN
WEST EN
PARK
ROCKSHIRE
CHESTNUT LODGE SANITARIUM
FALLS MEAD ELEM
ROBERT FROST INT. SCH
THOMAS WOOTTON HIGH SCHOOL
JULIUS WEST MIDDLE SCH
TO COUNTY
TO STATE
NORTH GLEN
HILLS
POTOMAC HIGHLANDS
WATTS
BRAN
GLEN HILLS REC. CENTER
GLEN HILLS
PARK
MONTGOMERY COUNTY
ROAD TRANSFER

S.H.A.

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

R/W Secretary File

MONTGOMERY COUNTY, MARYLAND

Mr. Neal Potter, County Executive
Mr. George Moseburger, Director, Department of Transportation
Ms. Gayle Libby Curtis, County Attorney

David L. Winstead
Secretary
Hal Kassoff
Administrator

Maryland Department of Transportation
State Highway Administration

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

MARCH 8, 1996

Director, Neil J. Pedersen, of the Office of Planning and Preliminary Engineering executed a Road Transfer Agreement dated February 4, 1993, between the State Highway Administration and Montgomery 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.

I. State Highway Administration to Montgomery County, Maryland:

Existing MD Route 28 - From Key West Avenue, at approximately State milepoint 18.09, to the County/City of Rockville boundary line, at approximately State milepoint 22.29

TOTAL MILEAGE ALLOCATED: 2.2± MILES

II. Montgomery County, Maryland to the State Highway Administration:

Key West Avenue - From its intersection with existing MD 28, west of Hunting Lane, to the point of tie-in to existing MD 28, approximately 600 feet east of Hurley Avenue

Item Nos.: 85469/72372-F

The effective date of transfer shall be upon the completion of construction and acceptance for maintenance by the State Highway Administration of Key West Avenue (Contract No.: M 528-503-371). The completion of construction for Key West Avenue is currently scheduled for September of 1996.

Said agreement had previously been executed by the Honorable Neal Potter, County Executive for Montgomery County and approved as to form and legal sufficiency by Chief Counsel, Edward S. Harris.

KO:SNC:cej

Index map E 10 C+D

My telephone number is 333-1627

Maryland Relay Service for Impaired Hearing or Speech
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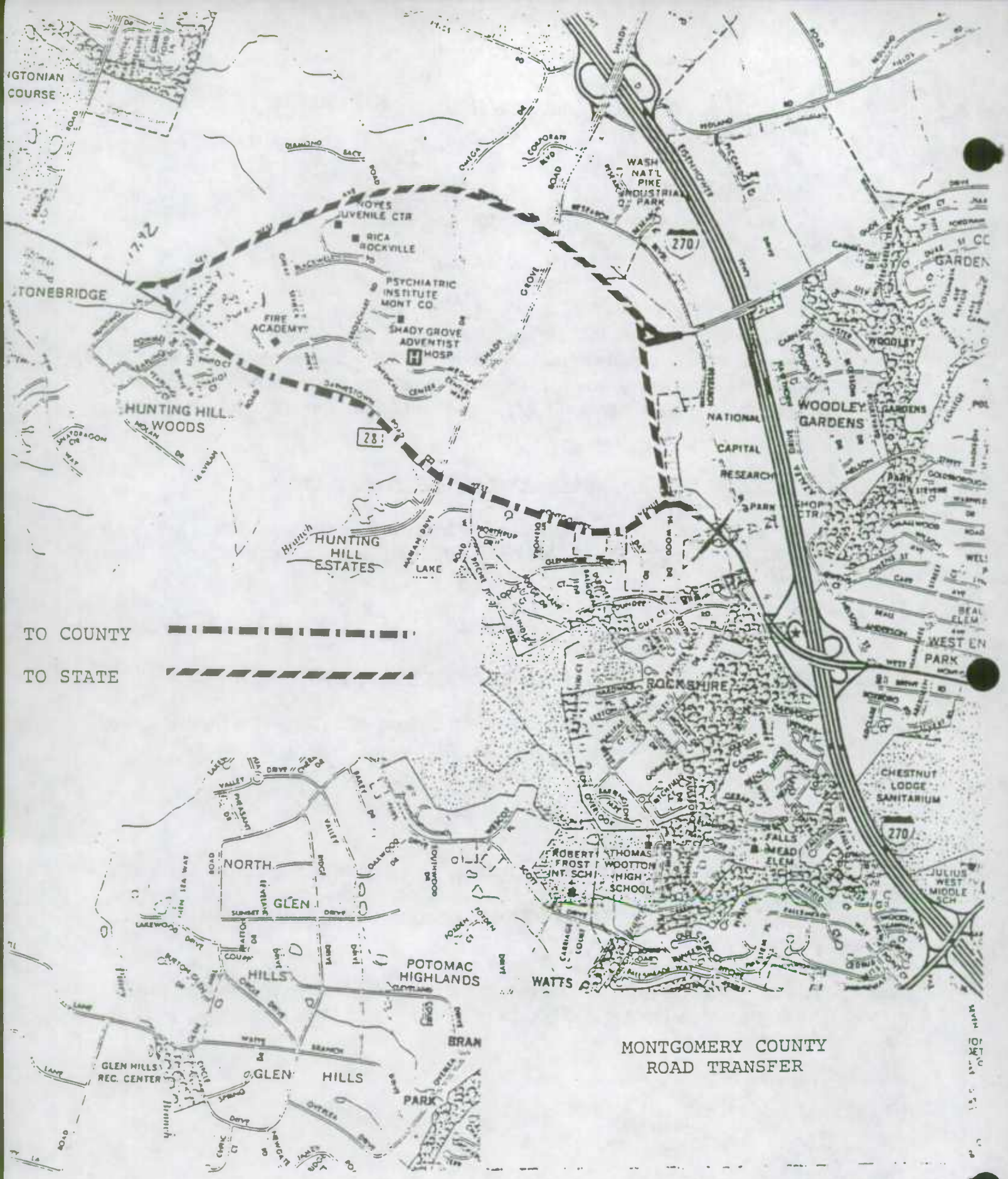
Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202



MONTGOMERY COUNTY
ROAD TRANSFER

Montgomery

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

NJP 3/1/95

February 24, 1995

Director Neil J. Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated December 22, 1994, between the State Highway Administration and Montgomery County, relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

1. State Highway Administration to Montgomery County:

106497

MD Route 118A (Boland Farm Road) - from cul-de-sac milepoint 0.00± to intersection with MD Route 355 (Frederick Road) milepoint 0.58±

TOTAL MILEAGE: 0.58± MILE

2. Montgomery County to State Highway Administration:

part of MD 118

Germantown Road (Co. 6377) - from Goldenrod Lane (Co. 4603) to MD Route 355, for a total distance of 0.55± mile

TOTAL MILEAGE: 0.55± MILE

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

1). All conditions contained in the fully executed Agreement between the County and the Administration dated October 3, 1986, and the supplemental Agreement dated September 14, 1989.

Item No.: 85496

Said agreement has previously been executed by Montgomery County and approved as to form legal sufficiency by Special Counsel, Frank W. Wilson.

333-1627

My telephone number is _____

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

MARYLAND GENERAL HIGHWA

CLAR
HE

STATEWIDE GRID MA

MAP NO. D-10

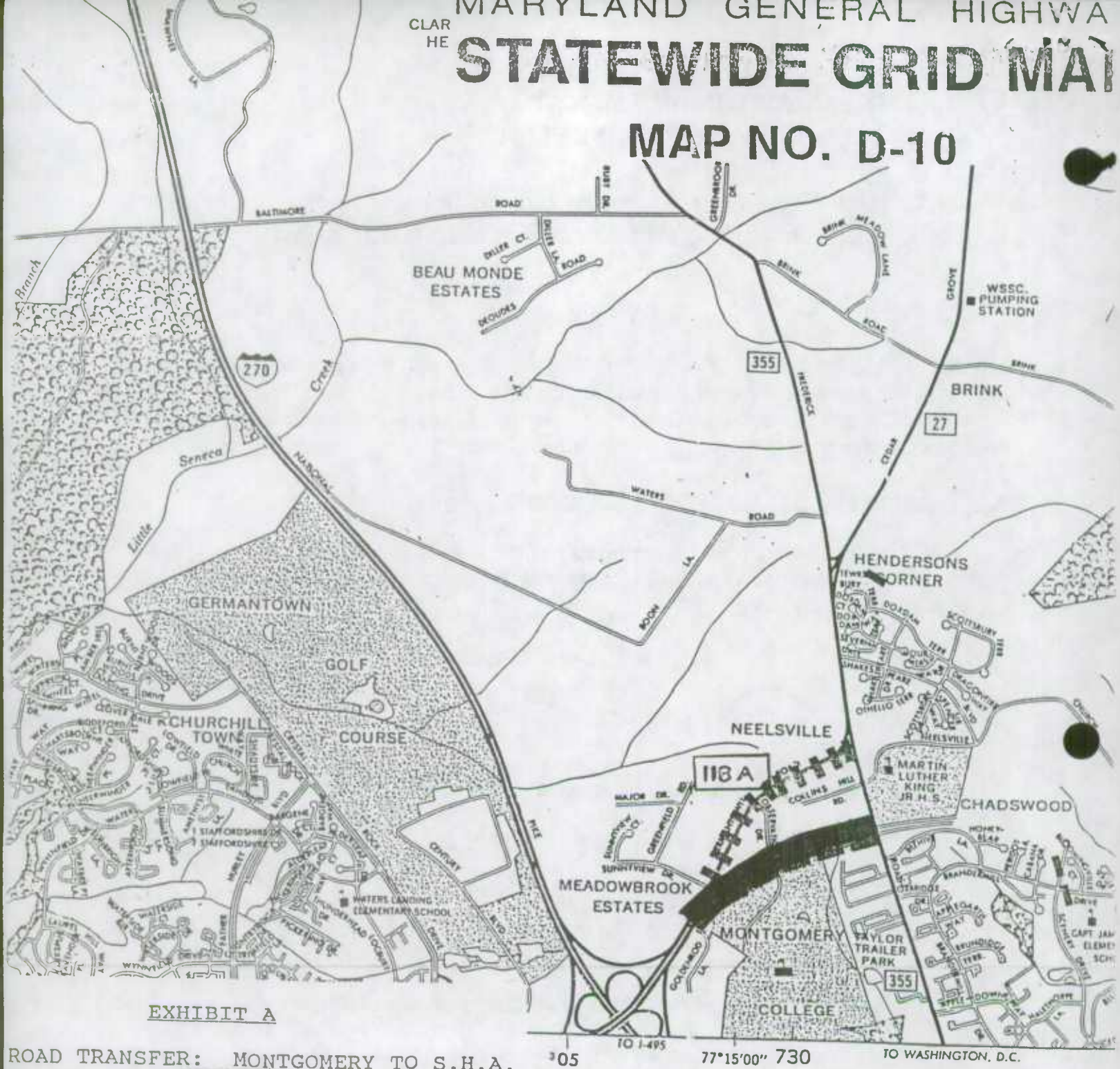


EXHIBIT A

ROAD TRANSFER: MONTGOMERY TO S.H.A.
SHOWN THUS:

ROAD TRANSFER: S.H.A. TO MONTGOMERY
SHOWN THUS:

NORTH

SCALE

2000 0 2000 4000 FEET

0.5 0 0.5 1 MILE

1 0 1 2 KILOMETERS

S.H.A.

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

MONTGOMERY COUNTY, MARYLAND

Mr. Douglas M. Duncan, County Executive
Mrs. Gayle Libby Curtis, County Attorney
Mr. Graham J. Norton, Director, Dept. of Transportation

MARYLAND ROUTE 118 SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, executed in duplicate made and entered into this 14th day of September, 1989, by and between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called the "ADMINISTRATION", and Montgomery County, a political subdivision of the State of Maryland, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, the ADMINISTRATION and the COUNTY recognize the need for the reconstruction and relocation of Maryland Route 118 from Riffleford Road to Wisteria Drive and from Interstate Route 270 to Maryland Route 355 to provide additional capacity, improved geometrics, vehicular access and enhance traffic safety, hereinafter called the "PROJECT". And;

WHEREAS, the COUNTY desires and is willing to cooperate with the ADMINISTRATION in carrying out the PROJECT in accordance with the regulations and criteria of the ADMINISTRATION, Water Resources Administration and the Maryland Environmental Protection Act. And;

WHEREAS, the ADMINISTRATION and the COUNTY agree to the conditions set forth in the fully executed agreement between these parties on the 3rd day of October, 1986, with the exception of responsibilities and tenets for the right-of-way phase of the PROJECT and others as stated herein. And;

WHEREAS, the ADMINISTRATION and the COUNTY agree that it will be to the advantage of each party for the ADMINISTRATION and the COUNTY to share the responsibilities of the right-of-way phase of the PROJECT. And;

WHEREAS, the ADMINISTRATION and the COUNTY agree to the conditions set forth, contained herein under which the right-of-way phase of the PROJECT will be implemented.

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

1. All conditions contained in the fully executed Agreement between the COUNTY and the ADMINISTRATION on October 3, 1986, remain in effect except as contained herein.

2. The final Construction Plans, Right-of-Way Plats and Specifications shall be completed by the COUNTY. The ADMINISTRATION shall have final determination of any and all changes to the Final Construction Plans, Right-of-Way Plats and Specifications prior to advertisement of the contract by the COUNTY.

3. All utility locations shall be identified and test pitted by the COUNTY as necessary.

4. All utility adjustments or installation plans shall be prepared by the COUNTY in accordance with ADMINISTRATION standards.

5. A utility preliminary investigation meeting will be held by the Administration upon 50% completion of the construction plans. No less than fourteen (14) complete sets of utility plans and specifications shall be provided by the COUNTY to the ADMINISTRATION three

(3) weeks prior to the date of this meeting for review. Minutes of the utility preliminary investigation shall be prepared and sent by the COUNTY to the ADMINISTRATION for review and acceptance.

6. Utility plans, specifications and metes and bounds plats, including any subsequent changes thereto, shall be furnished to the ADMINISTRATION for review and final approval three weeks prior to advertisement. The ADMINISTRATION shall be the final authority on method of relocation or protection of utilities.

7. The COUNTY, using COUNTY staff and/or independent contractors, and using ADMINISTRATION approved procedures shall accomplish the preliminary right-of-way activities, using forms, hourly rates and contract provisions for such services utilized by the ADMINISTRATION.

8. Within ninety (90) days following the initiation of preliminary right-of-way activities, the COUNTY shall complete a survey of the impacts of the PROJECT to adjacent septic systems, identify those impacts and provide a determination of property taking or reconstruction of the system to the ADMINISTRATION for approval.

9. The COUNTY shall be responsible for any necessary septic system reconstruction, as determined by the ADMINISTRATION, the costs for which shall be reimbursed by the ADMINISTRATION to the COUNTY within the tenets of this agreement.

10. The COUNTY shall submit preliminary right-of-way plans to the ADMINISTRATION at the time of the preliminary field investigation for review and approval.

11. The COUNTY, using COUNTY staff and/or independent contractors, shall accomplish the right-of-way acquisition of all necessary properties for the PROJECT except those identified in clause 16 and clause 17 of this agreement.

12. ADMINISTRATION approval is required for all easements acquired by the COUNTY for the PROJECT. This approval is necessary in order for the cost of the easement to be eligible for reimbursement by the ADMINISTRATION within the tenets of this Agreement.

13. The COUNTY shall conduct metes and bounds surveys and shall prepare all metes and bounds plats consistent with ADMINISTRATION standards and submit them to the ADMINISTRATION'S Bureau of Plats and Surveys for approval.

14. Within 90 days of notification by the ADMINISTRATION, the COUNTY shall prepare and forward to the ADMINISTRATION all approved metes and bounds plats for any property to be acquired by the ADMINISTRATION as identified in clause 16 and clause 17 of this Agreement.

15. The COUNTY shall prepare extra land plats as required.

16. Any property that the COUNTY will be unable to acquire in fee simple by 120 days prior to the advertising date for the PROJECT shall be identified by the COUNTY and forwarded to the ADMINISTRATION for acquisition.

17. The ADMINISTRATION shall file all condemnation proceedings, litigate all condemnation cases and conduct all settlements of condemnation cases.

18. The COUNTY shall:

(a) select all Fee Appraisers from an ADMINISTRATION approved list, solicited in accordance with the State Procurement Law (Comar 21);

(b) determine Fair Market Value/just compensation, as to form(s), fact(s), and reasonable conclusion(s) prior to any written offers being made;

(c) authorize the acceptance of all option contracts;

(d) perform all necessary relocation assistance studies and claims and fund all settlements and relocation assistance claims subject to reimbursement within the tenets of this Agreement;

(e) authorize all proposed settlements above the approved appraisal amount; and

(f) shall pay all settlement costs on properties that the COUNTY acquires, subject to reimbursement within the tenets of this Agreement.

19. All right-of-way activities performed by the COUNTY and all settlements made by the COUNTY shall be subject to audit by the ADMINISTRATION and subject to the ADMINISTRATION approvals required in clause 21 of this Agreement.

20. The ADMINISTRATION shall establish a fund to provide for the necessary right-of-way activities and purchase of properties identified in clause 16, and clause 17 of this Agreement.

21. The COUNTY shall reimburse the ADMINISTRATION for funds expended for the acquisition of right-of-way identified in clause 16, and clause 17 of this Agreement within ninety (90) days of invoice by the ADMINISTRATION.

22. After the construction phase for the PROJECT has been completed by the COUNTY, the rights-of-way acquired by the COUNTY for the PROJECT shall be transferred to the ADMINISTRATION. This title transfer shall take place before or during the transfer of the PROJECT into the ADMINISTRATION's highway system.

23. The COUNTY agrees to fund the planning, design, right-of-way and construction phases of the PROJECT, including the ADMINISTRATION right-of-way activities which will include reasonable administrative overhead costs.

24. The ADMINISTRATION agrees to reimburse the COUNTY for 30% of all reasonable documented actual costs incurred by the COUNTY for any necessary planning and design studies, plans and contract development, right-of-way acquisition, and construction of the PROJECT, exclusiv of those costs funded by developer contributions or impact fees. However, in no event shall the ADMINISTRATION reimbursement to the COUNTY exceed the total amount of $3,231,000.00 for all phases of the PROJECT.

25. Final Design shall not be approved by the ADMINISTRATION nor shall the advertisement of the PROJECT for construction bids by the COUNTY be authorized by the ADMINISTRATION until agreement is reached by both parties on the total dollar amount of the ADMINISTRATION's reimbursement costs to the COUNTY for the PROJECT. Without this approval and authorization, the ADMINISTRATION shall not be held liable for the reimbursable construction costs of the PROJECT.

26. The COUNTY shall provide a detailed invoice to the ADMINISTRATION on a quarterly basis for the cost of the work performed during the period. Monthly progress reports, including narrative, shall be attached. The ADMINISTRATION agrees to reimburse the COUNTY within one hundred eighty (180) days of receipt of any invoice for the properly invoiced items noted in clause 20 of this Agreement.

27. When the PROJECT has been accepted for maintenance by the COUNTY with the concurrence of the ADMINISTRATION and all costs have been determined, a final accounting shall be made by the COUNTY to the ADMINISTRATION. Any adjustments to the ADMINISTRATION's cost responsibility will be resolved at that time.

28. All COUNTY records pertaining to the PROJECT shall be readily available to appropriate ADMINISTRATION representatives at any time during the development of the PROJECT, and for five years thereafter.

29. When the PROJECT has been accepted for maintenance by the COUNTY with the concurrence of the ADMINISTRATION, the originals of all plans with all "as built" changes marked (greenline revisions) shall be provided to the ADMINISTRATION.

30. At the time of PROJECT transfer to the ADMINISTRATION for maintenance, the COUNTY shall also transfer all files pertaining to property acquisition for the PROJECT to the ADMINISTRATION. The ADMINISTRATION will maintain those files as a permanent record for the right-of-way transactions.

31. Whenever the approval, whether written or not, of the ADMINISTRATION is required, such approval will not be unreasonably withheld or delayed. The parties agree to cooperate with each other to accomplish the goals of the Agreement.

32. If the parties hereto are delayed, hindered or prevented 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 trouble, material shortages, riots, insurrection, financial constraints, war or other causes beyond its reasonable control, then the performance of such act or thing shall be excused for such period of delay and the time for performance of any such act shall be extended for a period equivalent to the period of such delay.

33. THIS SUPPLEMENTAL AGREEMENT shall inure to and be binding upon the parties hereto, their agents, successors, and assignees.

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

WITNESS:

STATE HIGHWAY ADMINISTRATION

By:

Hal Kassoff,
State Highway Administrator

Approved as to Form and Legal Sufficiency:

Edward S. Harris
Assistant Attorney General
and Chief Counsel for the
State Highway Administration

March 9, 1989

Recommended for Approval:

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

March 15, 1989

Recommended for Approval:

Robert J. Finck, Director
Office of Real Estate

ATTEST:

MONTGOMERY COUNTY, MARYLAND

By:

Sidney Kramer
County Executive

September 5, 1989

Approved as to Form and Legal Sufficiency:

8/29/89
County Attorney

Recommended for Approval:

Robert S. McGarry, Director
Department of Transportation

30 Aug, 1989

MARYLAND ROUTE 118 AGREEMENT

This agreement, executed in duplicate made and entered into this 3rd day of October, 1986, by and between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called the "ADMINISTRATION" and Montgomery County, a political subdivision of the State of Maryland, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, in recognition by the ADMINISTRATION and the COUNTY that MD 118 from Riffle Ford Road to MD 355 needs capacity and safety improvements, and:

WHEREAS, State funding is limited for secondary highway projects, and;

WHEREAS, the ADMINISTRATION does not intend to seek Federal funding for this project, and;

WHEREAS, the ADMINISTRATION and the COUNTY have encouraged local developers to form a "road club" for the purpose of funding and/or participating in the construction of MD 118 on a new alignment, from Wisteria Drive to I-270 under COUNTY and ADMINISTRATION supervision, and;

WHEREAS the ADMINISTRATION and the COUNTY mutually desire the relocation and improvement of MD 118 between Riffle Ford Road and Wisteria Drive and from I-270 to MD 355 to provide additional vehicular access, capacity, and improved geometrics, hereinafter called the PROJECT.

WHEREAS, the COUNTY desires and is willing to cooperate with the ADMINISTRATION in carrying out the PROJECT in accordance with the regulations and criteria of the State Highway Administration, Water Resources Administration and the Maryland Environmental Protection Act, and;

WHEREAS, the ADMINISTRATION and the COUNTY agree to the conditions set forth, contained herein under which the PROJECT will be implemented.

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

A. Planning and Design

1. The COUNTY agrees to make preliminary studies, perform project planning studies, conduct required public involvement, if any, prepare preliminary and final designs, prepare specifications, contract plans, right-of-way metes and bounds plats, and estimates with their own forces or by utilizing the services of consulting engineers. Consultant agreements, if any, and final contract plans shall be to State criteria and subject to prior review and approval of the ADMINISTRATION.

2. The COUNTY agrees to conduct project planning for the study in accordance with Maryland Environmental Protection Act procedures.

3. The COUNTY shall submit to the ADMINISTRATION completed studies at appropriate intervals for review and comment. Final approval for completed studies rests with the ADMINISTRATION.

4. The COUNTY shall submit the PROJECT construction plans to the ADMINISTRATION for review at the 30%, 60%, 90% and final stages of completion.

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

B. Right-of-Way

1. The COUNTY, using COUNTY staff and using ADMINISTRATION approved procedures and forms, agrees to accomplish preliminary right-of-way activities and to acquire all necessary right-of-way, titled to the State of Maryland for the use of the State Highway Administration.

2. The ADMINISTRATION shall obtain all Title Searches, after receiving all required preliminary information from the COUNTY for properties to be acquired, using forms, hourly rates and contract provisions for such services utilized by ADMINISTRATION. The ADMINISTRATION shall file all condemnation proceedings, litigate all condemnation cases, and conduct all settlements of condemnation cases.

3. The ADMINISTRATION and COUNTY shall jointly:
(a) agree to the selection of all Fee Appraisers solicited in accordance with the State Procurement Law (Comar 21);
(b) agree to all determinations of Fair Market Value/just compensation, as to form(s), fact(s), and reasonable conclusion(s) prior to any written offers being made;
(c) agree to the acceptance of all option contracts;

(d) agree to all relocation assistance studies and claims;

(e) agree to all proposed settlements above the approved appraisal amount.

4. The COUNTY shall pay all settlement costs on all acquistions upon submission of a settlement sheet by the ADMINISTRATION to the County.

C. Construction and Maintenance

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

2. Subject to approval by the ADMINISTRTAION, the COUNTY shall advertise for bids and award the contract for the performance of the work, and provide construction inspection engineering with its own forces, or with those of a consultant engineering firm, all as required in the construction of the work in accomplishment of approved plans. The COUNTY is responsible for addendums and red line revisions.

3. All construction work shall be performed in accordance with the Standard Specifications for Construction and Materials of the ADMINISTRATION or as specifically authorized by the ADMINISTRATION.

4. The COUNTY shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in the same number and of the same qualifications as would be appropriate on comparable ADMINISTRATION contracts. Inspection criteria will follow the latest ASTM or Standard Specification for Construction and Materials, standards, the latter taking precedent where conflict occurs and will be subject to review and modification by the ADMINISTRATION as necessary.

5. Construction of the PROJECT shall be subject at all times to inspection by representatives of the ADMINISTRATION so as to ensure full compliance with laws, rules and regulations. The ADMINISTRATION will assign a State Project Manager to act as liaison between the COUNTY and ADMINISTRATION. The County agrees to give the ADMINISTRATION Project Manager final authority over all aspects of construction materials and procedures.

6. In performing any work under, or in connection with this agreement, the consultant firm and the contractor shall comply with all applicable laws and regulations of the State of Maryland, relating to nondiscrimination in employment or hiring practices.

7. All materials incorporated in the PROJECT shall be tested and shall be incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory and all laboratory proceedures for materials testing shall be certified by the ADMINISTRATION prior to initiation by the COUNTY.

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

9. The COUNTY agrees that all signs, signals, and markings shall conform to the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administration. The COUNTY will provide a striping and signing plan to the ADMINISTRATION for approval, prior to application of any signing and striping within the PROJECT.

10. The ADMINISTRATION agrees, upon completion of this PROJECT, including all permanent striping and signing, and in accordance with ADMINISTRATION plans and procedures, to accept ownership of and responsibility for maintenance of the roadway with the exact limits of such transfer to be determined during the design phase.

D. Funding

1. The COUNTY, at its own expense, shall undertake any and all contracts to construct the PROJECT.

2. The ADMINISTRATION, agrees to reimburse the COUNTY for all reasonable and documented actual costs incurred by the COUNTY for preliminary engineering, including any necessary studies, right-of-way acquisition, highway design, and construction. The Administration's reimbursements shall be 30% of total PROJECT

costs, exclusive of in-house administrative costs, such as staff salaries, etc. However, in no event shall the Administration reimbursement to the County exceed $3,231,000.00

3. The ADMINISTRATION reserves the right to review and approve Consultant contracts for the PROJECT prior to contract execution.

4. The COUNTY shall invoice the ADMINISTRATION on a quarterly basis for the cost of the work performed during the period. Monthly progress reports, including narrative shall be attached. The ADMINISTRATION agrees to reimburse the COUNTY within one hundred and eighty (180) days of receipt of any invoice for the properly invoiced items noted in paragraph D.2.

5. When the PROJECT has been completed and all costs determined, a final accounting shall be made to the ADMINISTRATION, and any adjustments to the ADMINISTRATION's cost responsibility, will be resolved accordingly.

E. General

1. All records pertaining to the PROJECT shall be available to appropriate ADMINISTRATION representatives at any time during design or

construction of the PROJECT, and shall be retained by the COUNTY in a readily available manner and location for not less than 5 years following completion of the PROJECT.

2. 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 for this AGREEMENT to be executed by their proper and duly authorized officers, on the day and year first above written.

WITNESS:

STATE HIGHWAY ADMINISTRATION

Hal Kassoff
State Highway Administrator

6/3 1986

Approved as to form and legal sufficiency:

Assistant Attorney General

October 3, 1986

Recommend for Approval

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

June 30, 1986

ATTEST:

MONTGOMERY COUNTY, MARYLAND

BY: Charles W. Gilchrist
County Executive

October 3, 1986

Approved as to form and legal sufficiency:

Assistant County Attorney

Recommend for Approval:

Robert S. McGarry, Director
Department of Transportation
Acting Director

19__

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

January 8, 1991

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective December 27, 1990, between the State Highway Administration and Montgomery 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 Montgomery County

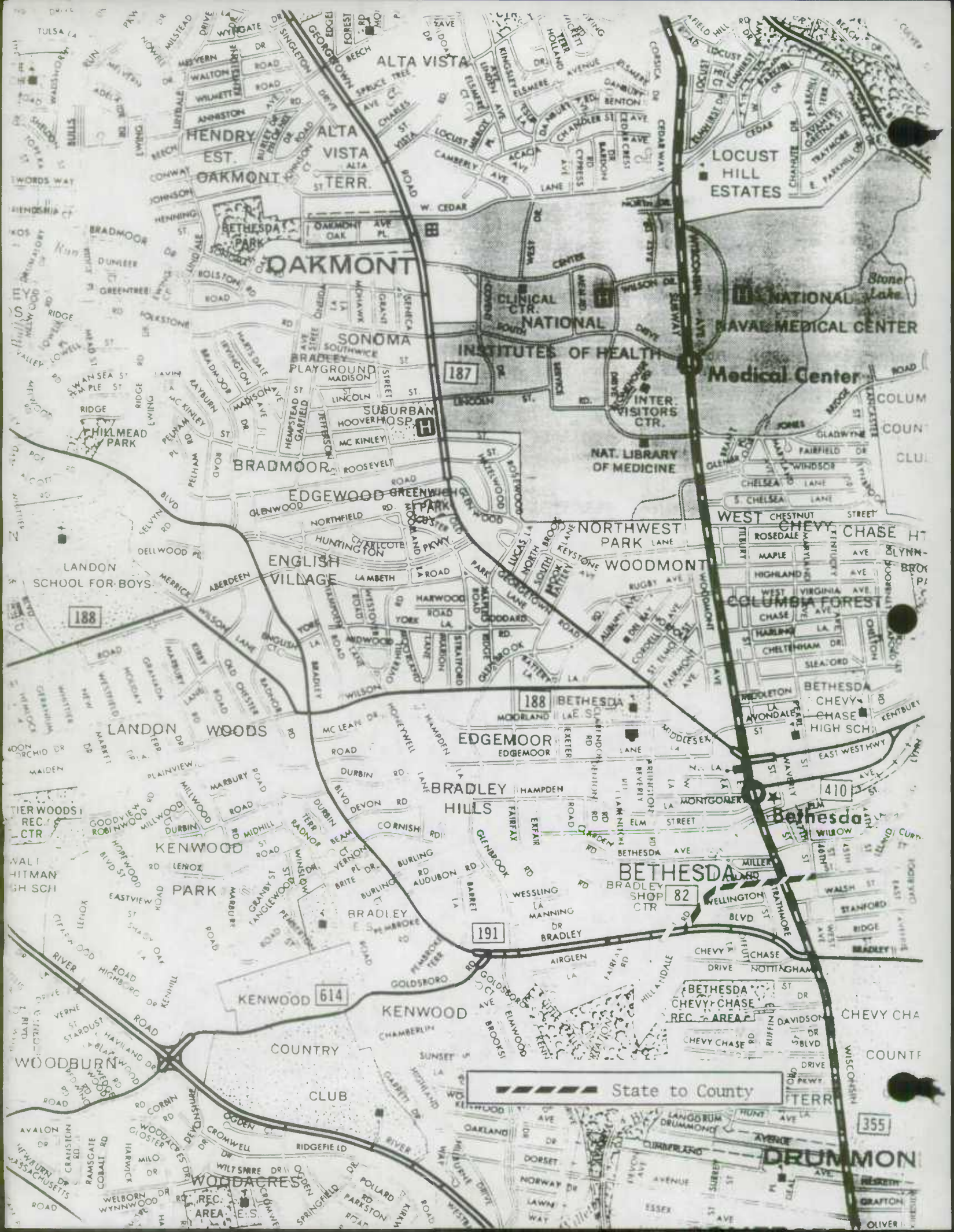
MD 82 (Leland Street), from MD 191 (Bradley Boulevard) easterly to 46th Street, a total distance of 0.41+ miles.
Co 6133, Co 385 (Woodmont Ave) and Co 6134

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

A Map indicating the road being transferred is attached.

JH:jed
Attachment

cc: Mr. H. Kassoff
Ms. E. Homer
Mr. C. R. Olsen
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
Secretary's File
Mr. C. J. Mills
Mr. J. Warnick
Mr. C. W. Wilson
Mr. J. B. Chamberlin
Mr. J. T. Neukam
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. D. J. Strausser
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. D. Clifford
Mr. J. Contestible
Mr. A. M. Capizzi
Mr. T. Watts
Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
✓ Mr. M. R. Baxter
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. J. Shea
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz
Director, Department of Transportation for Montgomery County
Zoning and Administrative Hearing Examiner, Montgomery County


ALTA VISTA
HENDRY EST.
ALTA VISTA TERR.
OAKMONT
BETHESDA PARK
LOCUST HILL ESTATES
CLINICAL CTR.
NATIONAL INSTITUTES OF HEALTH
NATIONAL NAVAL MEDICAL CENTER
Medical Center
Stone Lake
SONOMA
BRADLEY PLAYGROUND
SUBURBAN HOSP.
INTER. VISITORS CTR.
NAT. LIBRARY OF MEDICINE
HILLMEAD PARK
BRADMOOR
EDGEWOOD
GREENWICH PARK
NORTHWEST PARK
WOODMONT
WEST CHEVY CHASE
ENGLISH VILLAGE
LANDON SCHOOL FOR BOYS
COLUMBIA FOREST
LANDON WOODS
EDGEMOOR
BRADLEY HILLS
KENWOOD PARK
BETHESDA
Bethesda
BRADLEY SHOP CTR
BETHESDA CHEVY CHASE HIGH SCH
BETHESDA CHEVY CHASE REC. AREA
KENWOOD
COUNTRY CLUB
WOODBURN
WOODACRES
DRUMMON
State to County
187
188
191
410
82
614
355

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

November 29, 1990

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement effective March 26, 1990, between the State Highway Administration and Montgomery 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 Montgomery County

Co 697

MD 192 (Forest Glen Road) from MD 97 easterly to Sligo Creek Parkway, including structure #15146 over Sligo Creek, a distance of 0.59± miles, and from Dallas Avenue easterly to the end of the state maintenance approximately 0.02± miles east of Sterling Road, a distance of 0.39± miles, a total distance of ~~1.48±~~ 0.98 miles. - Co 697 and part of Co 692 (Sutherland Rd)

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

A Map indicating the road being transferred is attached.
* See 1990 County Improvement numbers 90-111, 112

JH:jed
Attachment

cc: Mr. H. Kassoff
Ms. E. Homer
Mr. C. R. Olsen
Mr. J. M. Welsh
Mr. R. D. Douglas
Mr. N. J. Pedersen
Mr. E. S. Freedman
Mr. T. Hicks
Mr. R. J. Finck
Mr. L. Ege
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Mr. J. B. Chamberlin
Mr. J. T. Neukam
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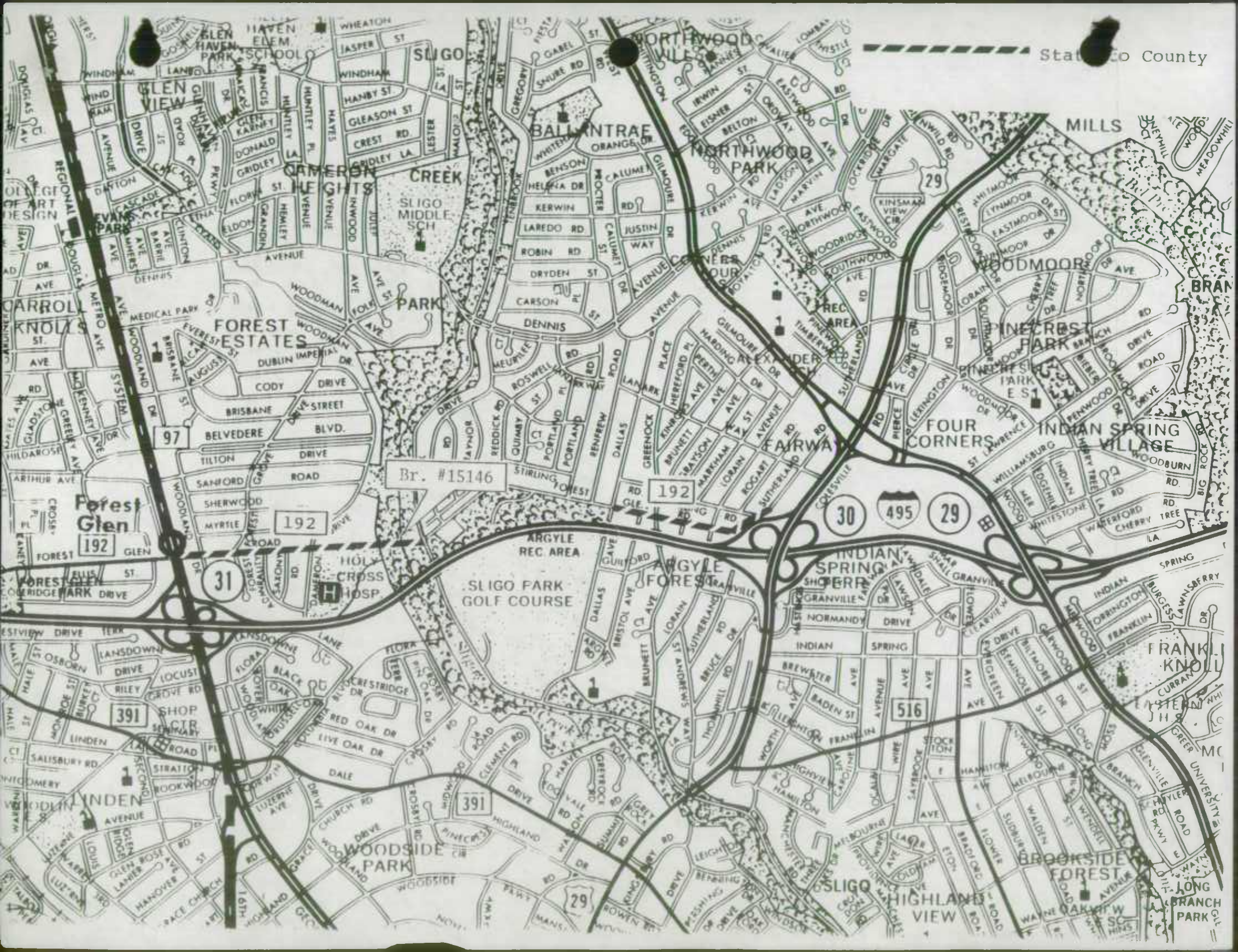
Mr. R. C. Davison
Ms. D. J. Strausser
Mr. W. E. Ensor
Mr. G. V. Kolberg
Mr. D. Clifford
Mr. C. Rose
Mr. A. M. Capizzi
Mr. T. Watts
Mr. R. L. Daff, Sr.
Mr. D. A. Bochenek
✓Mr. M. R. Baxter
Mr. E. T. Paulis, Jr.
Mr. P. E. Perkins
Mr. R. C. Pazourek
Mr. P. Stout
Mr. J. S. Koehn
Mr. J. Shea
Mr. J. Weisner
Mr. K. Oelmann
Mr. W. R. Smith
Mr. J. Thompson
Mr. L. Schultz
Director, Department of Transportation for Montgomery County
County Executive, Montgomery County


State Co County
GLEN HAVEN ELEM. SCHOOL
GLEN HAVEN PARK
GLEN VIEW
SLIGO
NORTHWOOD VILLE
BALLANTRAE
NORTHWOOD PARK
MILLS
CAMERON HEIGHTS
CREEK
SLIGO MIDDLE SCH
PARK
FOREST ESTATES
CARROLL KNOLLS
WOODMOOR
PINECREST PARK
FOUR CORNERS
INDIAN SPRING VILLAGE
FAIRWAY
Br. #15146
Forest Glen
ARGYLE REC. AREA
SLIGO PARK GOLF COURSE
HOLY CROSS HOSP.
ARGYLE FOREST
INDIAN SPRING TERR.
SHOP CTR
LINDEN
WOODSIDE PARK
SLIGO
HIGHLAND VIEW
BROOKSIDE FOREST
FRANKLIN KNOLLS
LONG BRANCH PARK
97
192
31
30
495
29
391
516

OK
9-19-90
KH

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

RECEIVED
SEP 17 1990

September 10, 1990

NOTICE OF STREET NAME CHANGE

On September 6, 1990, the Montgomery County Planning Board changed the names of Gaithersburg Laytonsville Road and Burnham Road (sections of MD Rt. 124) to WOODFIELD ROAD.

Address numbers are to be retained as they currently run in sequence.

Local post office, county and utility offices will be notified of this action, however it is the responsibility of the owner/resident to verify that all appropriate agencies are correctly listing their address.

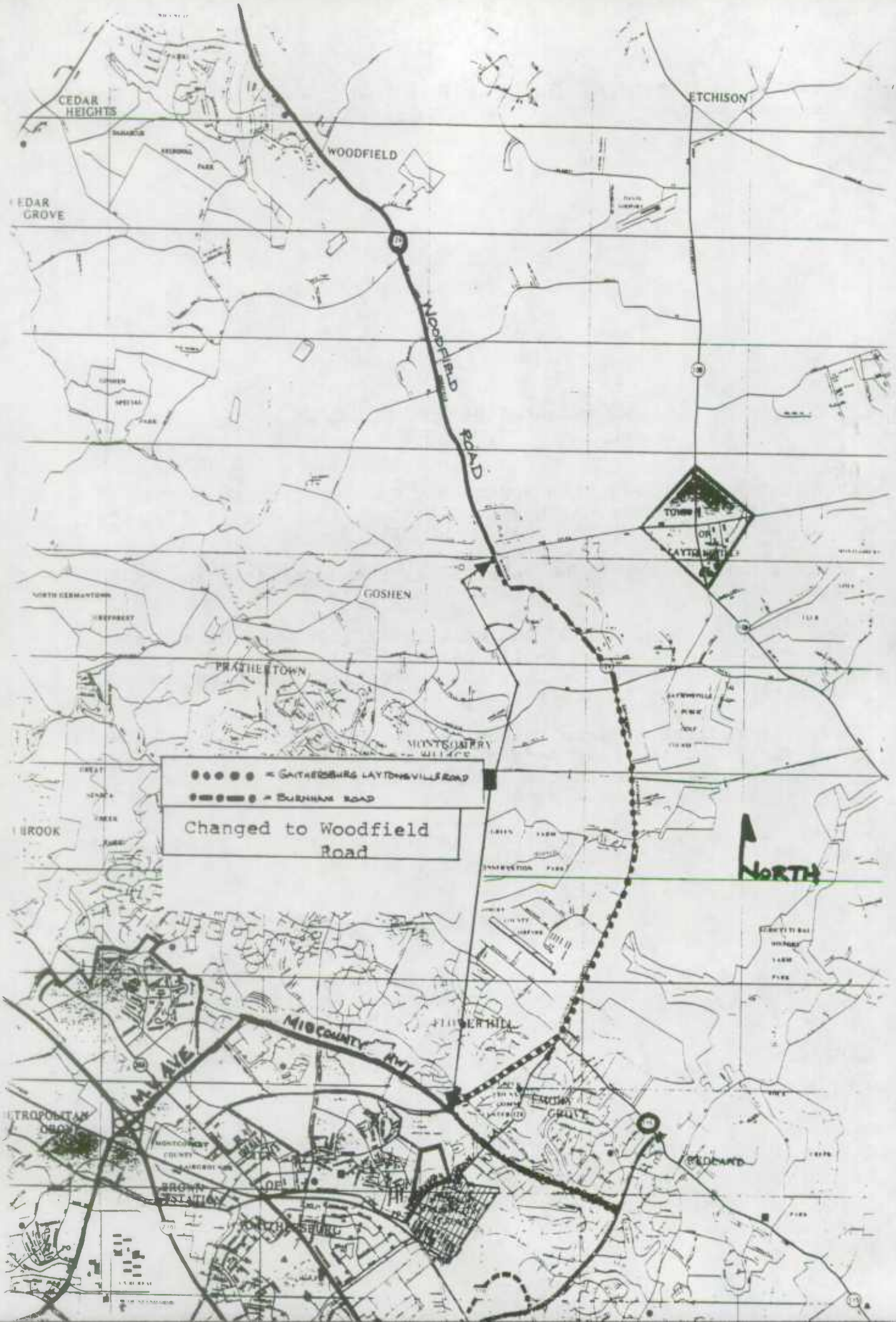
New street signs will be posted beginning in October by the Montgomery County Department of Transportation and State Highway Administration. Businesses and residents should begin use of the new street name by that time.

Questions regarding this matter should be directed to the Street Name Section of this Commission.

Fred H. Flaharty

F. H. Flaharty
Street Name Section
(495-4613)

FHF/sah


CEDAR HEIGHTS
WOODFIELD
ETCHISON
EDAR GROVE
WOODFIELD ROAD
GOSHEN
PRATHERTOWN
MONTGOMERY
= GAITHERSBURG LAYTONSVILLE ROAD
= BURNHAM ROAD
Changed to Woodfield Road
NORTH
BROOK
MID COUNTY HWY
M.L. AVE
TROPOLITAN
BROWN STATION
POOLESVILLE

Mike Baxter OK 9-19-90 KH

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20907

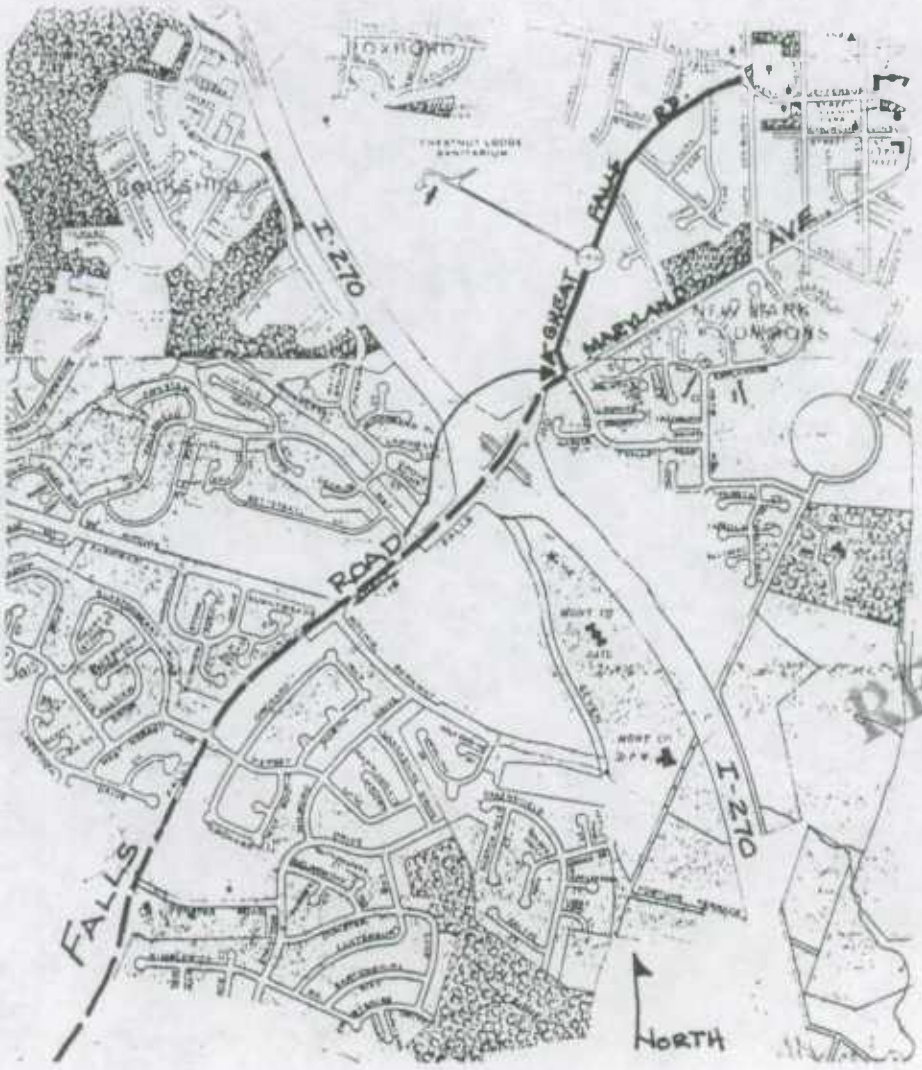
July 30,1990

STREET NAME NOTIFICATION

On July 30,1990 the Maryland National Capital Park and Planning Commission and City of Rockville designated Md. Route 189,south of I-270, as FALLS ROAD.

Sections of this road south of I-270 within the Rockville city limits have been called either Falls Road or Great Falls Road.

Please make all appropriate changes to your records. Questions regarding this matter should be referred to the Street Name Section of the MNCPPC at 495-4613, or the City of Rockville at 424-8000 x250.



MEMORANDUM OF ACTION OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, MAY 31, 1990
* * *

Administrator Kassoff executed the following Deed of Conveyance, dated May 31, 1990, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the Grantee named, the parcel of land as indicated and as more fully described in the attached deed:

Grantee	Conveyance	In Accordance With
Kettler Brothers, Inc.	2.852± A. excess land, located on WS of Md. Rte. 189 (Falls Rd.), opposite Montrose Rd. in Montgomery County; former prop. of Kettler Bros., Inc., Item 62277, Proj. M-573-003-322.	Section 8-309(b)(2)(ii) of Transp. Article, Annotated Code of Md. Land acquired by option dated 12/3/70 for $41,354. In 1985 Rockville Freeway-Md. Rte. 189 to Seven Locks was formally abandoned. No Modals or Mont. Co. interested in this prop. In accordance with above paragraph, if land not needed for transportation purpose, the person from whom the land was acquired has the right to reacquire such land on payment equal to consideration originally paid, which was done in this situation.

Copy: Ms. E. L. Homer
Mr. C. R. Olsen
Mr. C. Stickles
Mr. R. A. Conway
Mr. C. J. Mills, Jr.
Mr. J. E. Franklin
Mr. J. F. Mahorney
Mr. J. T. Neukam
Secretary's File
Proj. M-573-003-322

United States Department of the Interior

NATIONAL PARK SERVICE
GEORGE WASHINGTON MEMORIAL PARKWAY
TURKEY RUN PARK
McLEAN, VIRGINIA 22101

IN REPLY REFER TO:

RECEIVED
DEC 19 1989
HIGHWAY INFORMATION
SERVICES DIVISION

To Whom it May Concern:

On November 28, 1989, President Bush signed legislation naming that portion of the George Washington Memorial Parkway on the east side of the Potomac River in Maryland and the District of Columbia between MacArthur Boulevard and Chain Bridge as the Clara Barton Parkway.

Please take appropriate measures to revise maps and existing signs and to install new signs to notify motorists and other users and interested persons.

12/19/89

Sincerely,

John F. Byrne
Superintendent

CC: Helm
Baxter
Bocheneck
Davison
Swift

identified would necessarily be destroyed. [illegible]e some owners might opt [illegible]ve the dwellings moved or e[illegible]n decide to remain

will not hold community hearings on the project until late 1990 or early 1991. The state will consider about 10 alternatives that

who may be facing one of the toughest w[illegible]s in a decade.

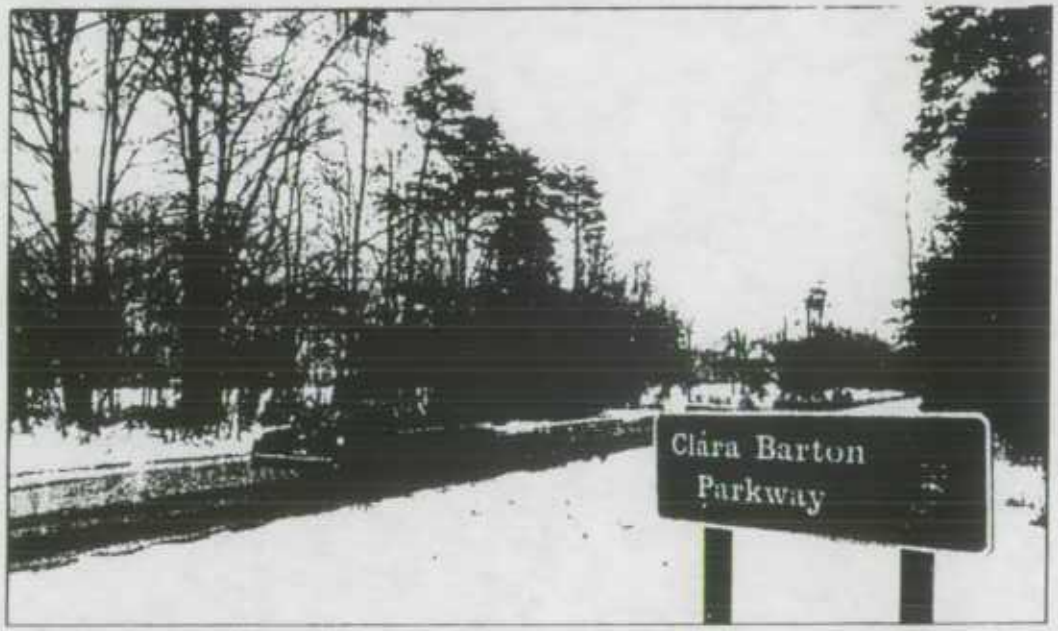
Other pr[illegible]s scheduled for this winter include relocating a water line at the northern corner of Route 27 and Lewis Drive, near Jimmie Cone. Because the

them working if we can. If we can get all the storm drain work done, they can come in with a full scale operation in the spring."

Normally, the state contractors gear up for the construction season in April. Corman Con-

changes on the first pl[illegible]e that will required the count[illegible] redesign its plans at a cost [illegible]roximately $5,000.

When completed, the downtown area will have sidewalks, trees, trash cans, benches and planters.



Babeto Matthews/Journal

Old road, new name

The George Washington Parkway on the Maryland side officially became the Clara Barton Parkway yesterday when new signs were erected along the 7.8-mile stretch of road. The highway is named after the founder of the American Red Cross, whose home overlooks the parkway at its midpoint in Glen Echo. The name change required an act of Congress sponsored by Rep. Constance A. Morella, R-Montgomery, which recently was signed by President Bush. The change was suggested to end the confusion resulting because the parkway had the same name on both the Maryland and Virginia sides.

18

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

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

Grantees and Conveyance - Proj. M-485-016-320-I-270- Relocation of ~~US 240~~ I-270 Montrose Rd.

Fortune Parc Land Holding I, Limited Partnership - .485± A. parcel, former prop. of N. F. Alexander (Item 35150), W. B. Kelly (Item 35151), A. C. Terrill (Item 35152)

Lot 40 Limited Partnership - .136 A. parcel, 5,912± sq. ft.; former prop. of A. C. Terrill (Item 35152)

Tower Dawson Limited Partnership - 3.372± A., 146,872± sq. ft.; former prop. of F. Gilmore (Item 26037), (Item 76146)

The Mayor & Council of Rockville - 2 parcels totaling 1.909± A.; former prop. of F. Gilmore (Item 26037), Co. Comm. of Mont. Co. (Item 30054), J. C. Jackson (Item 35133), W. C. Dulin (Item 35134), M. H. Garoner (Item 35136), J. H. Moore (Item 35137)

In Accordance With -

Previous I-270/Montrose Rd. Interchange Agreement dated October 23, 1986. This agreement for various right of way acquisitions and land exchanges was developed to expedite construction and reduce damages of all developers' remaining lands. One of the four deeds is being conveyed to the Mayor & Council of Rockville to become part of the City Roads System. In conjunction with the agreement, a Memorandum of Understanding was prepared where the State Highway Administration, needing to acquire a portion of Lot 40's parcel to redesign access to Fortune Terrace, agreed to convey a .136 acre parcel to Lot 40 in order to offset damages and reconfigure their lot into a buildable area.

See memorandums
10/9/87
10/23/86

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. J. F. Mahorney
Mr. J. T. Neukam
Secretary's File
Proj. M-485-016-320

1371

MD 82

From **Richard I. Kahl**

RECEIVED

SEP 26 1989

HIGHWAY INFORMATION
SERVICES DIVISION

September 22, 1989

Karl Hess
Bill Keim
Greg Leck
Mike Sholl
Scott Wainwright

After talking with each of you and to Bill Carlson, it appears that Leland (MD 82) was realigned to intersect with an extended Woodmont, and that the balance of what was Leland from that intersection to Wisconsin Av. (MD 355) has been renamed Woodmont.

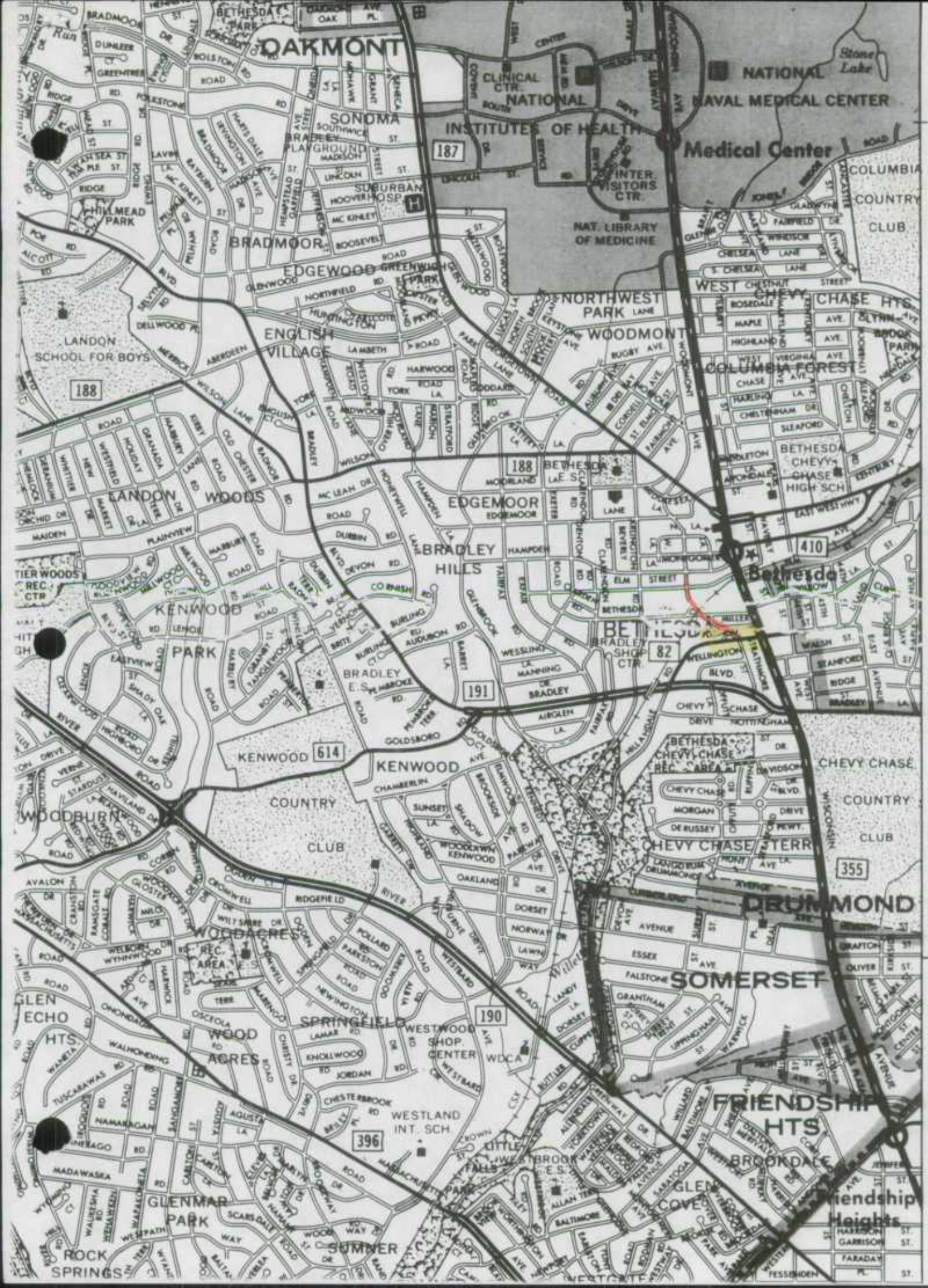
But in the process, no part of MD 82 was transferred from State to County.

Therefore MD 82 runs on Leland from Bradley to Woodmont, then turns onto Woodmont from Leland to Wisconsin, and then continues on Leland from Wisconsin to 46th. SHA will install route markers accordingly.

I also understand that a couple years ago SHA District 3 suggested to MC DOT that the County take jurisdiction of all of Leland which makes sense to me, but so far as I can determine the County did not respond.

Thanks for each of your input.

R. I. Ka


OAKMONT
SONOMA
NATIONAL INSTITUTES OF HEALTH
NATIONAL NAVAL MEDICAL CENTER
Medical Center
CLINICAL CTR.
INTER. VISITORS CTR.
NAT. LIBRARY OF MEDICINE
Stone Lake
COLUMBIA COUNTRY CLUB
BRADMOOR
EDGEWOOD
ENGLISH VILLAGE
NORTHWEST PARK
WOODMONT
WEST CHEVY CHASE HTS.
COLUMBIA FOREST
LANDON SCHOOL FOR BOYS
LANDON WOODS
EDGEMOOR
BRADLEY HILLS
BETHESDA
Bethesda
BETHESDA CHEVY CHASE HIGH SCH
KENWOOD PARK
KENWOOD
KENWOOD COUNTRY CLUB
WOODBURN
WOODACRES
GLEN ECHO HTS.
WOOD ACRES
SPRINGFIELD
WESTWOOD SHOP. CENTER
WDCA
WESTLAND INT. SCH
GLENMAR PARK
ROCK SPRINGS
SUMNER
CHEVY CHASE
CHEVY CHASE COUNTRY CLUB
CHEVY CHASE STERR
DRUMMOND
SOMERSET
FRIENDSHIP HTS.
BROOKDALE
Friendship Heights
GLEN COVE
TO BALTIMORE
TO TAKOMA PARK
TO CHEVY CHASE
TO U. S. CAPITOL
39° 00' 00"
410
355
396
190
191
188
187
614
82
MAP NO. F-11

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
FRIDAY, AUGUST 11, 1989
* * *

Administrator Kassoff executed the following deed dated August 11, 1989, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the 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 Department of Natural Resources.	94.428± A., located between Md. Rte. 586 (Veirs Mill Rd.) & Md. Rte. 97 (Georgia Ave.), N. of intersection of Niles St. & Georgia Ave. & N. of intersection of Havard & Veirs Mill Rd. in Montgomery County, Md; former prop. of D. D. Finney, Item 43312; Enterprise Const. Corp., Item 43871; M. Brisker, Item 54653; W. E. Buchanan, Item 56222; Kent Builders, Item 56374; Rockville Wheaton Synagogue, Item 56376; Fort Warren, Inc., Item 56604; Proj. M-573-000-363.	House of Delegates Bill #789, passed by 1989 General Assembly session, which provides the lands between Viers Mill Rd. & Georgia Ave., described in 1980 Hw. Needs Inventory as R/W reserved for Rockville Facility in Montgomery Co. shall be designated as the Matthew Henson State Park, which is to be held as a State park under protection & administration of Dept. of Natural Resources.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. G. B. Smith
Mr. J. F. Mahorney
Mr. J. T. Neukam
Secretary's File
Proj. M-573-000-363
Mr. M. Snyder

1908 - 1988
SHA
80 YEARS of SERVICE

Maryland Department of Transportation
State Highway Administration

Richard H. Trainor
Secretary
Hal Kassoff
Administrator

June 16, 1988

MEMORANDUM

TO: Mr. Michael Snyder
District Engineer
District 3

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

SUBJECT: Montgomery County
MD 97 and MD 390
Route Designations

Co 5664
Co 5665
see 5/19/88

On May 18, 1988 the Board of Public Works approved the transfer to Montgomery County of MD 97, from MD 390 to US 29, and a portion of US 29, from MD 384 to the Washington, D.C. Line.

At this time, there are no plans to redesignate any remaining existing routes in this area to MD 97, nor are there any plans to change the milepoints on MD 97 or US 29. MD 97 will begin at the MD 390 northbound connection, which is milepoint 0.92. US 29 will remain posted along Georgia Avenue and State maintenance will begin at the MD 384/Georgia Avenue intersection. This milepoint is 0.82.

For your convenience, a map is a attached showing the route numbering. If you have any questions, please contact Mr. Lawrence B. Swift, 333-1309, of this Bureau.

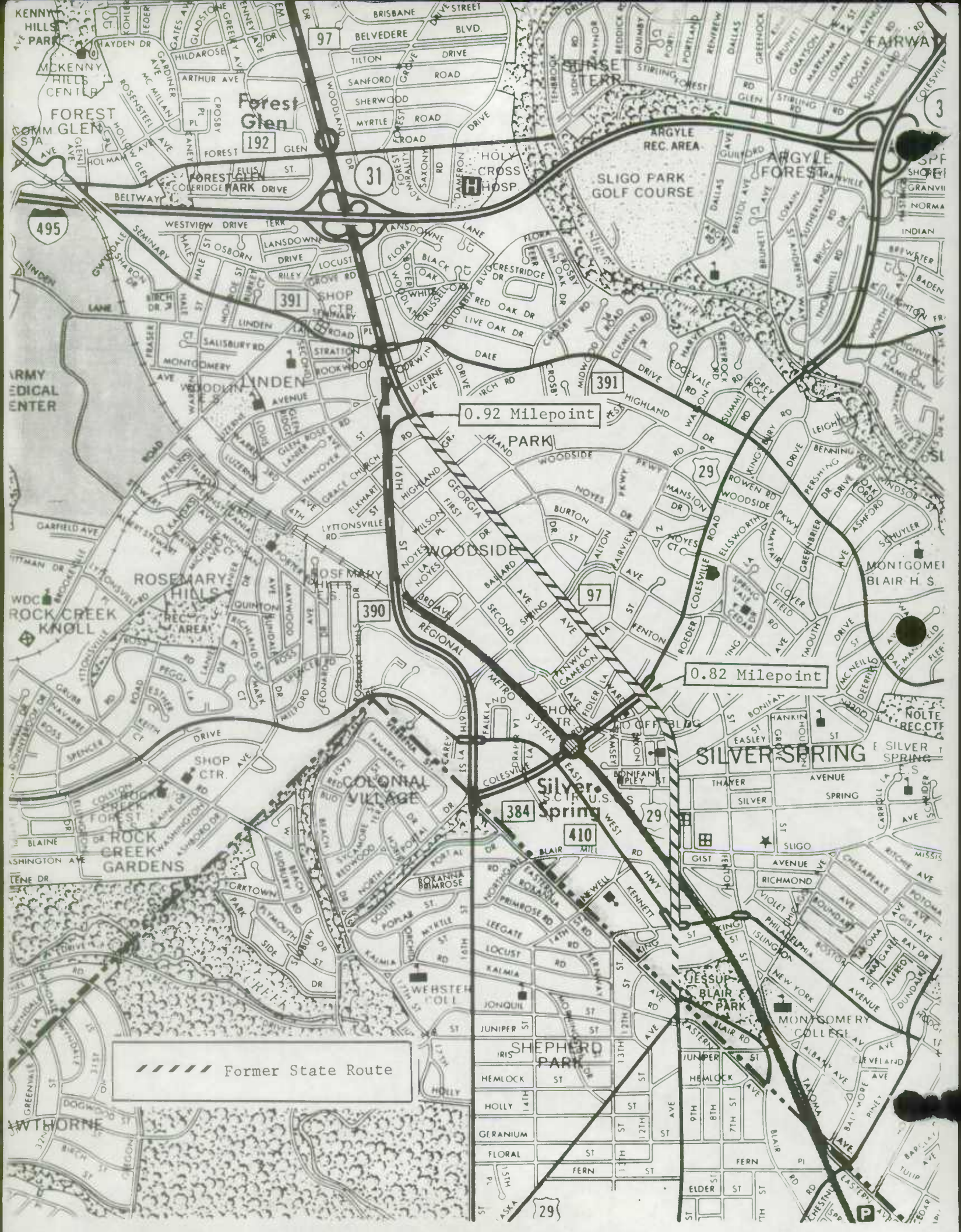
JTN:dmd

Attachment

cc: Mr. Neil J. Pedersen
Mr. Edward J. Wrzesinski
Mr. Tom Hicks
Mr. Earle S. Freedman
Mr. John D. Bruck
Mr. William Smith
Mr. Michael R. Baxter

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


0.92 Milepoint
0.82 Milepoint
Former State Route
Forest Glen
FOREST GLEN
Silver Spring
SILVER SPRING
WOODSIDE
WOODSIDE PARK
LINDEN
ROSEMARY HILLS
COLONIAL VILLAGE
ROCK CREEK FOREST
ROCK CREEK GARDENS
ROCK CREEK KNOLL
SHEPHERD PARK
JESSUP BLAIR PARK
MONTGOMERY COLLEGE
MONTGOMERY BLAIR H.S.
SLIGO PARK GOLF COURSE
ARGYLE FOREST
ARGYLE REC. AREA
HOLY CROSS HOSP.
SUNSET TERR.
FOREST GLEN PARK
MCKENNY HILLS CENTER
KENNY HILLS PARK
WEBSTER COLL.
NOLTE REC. CTR.
BELTWAY
97
192
31
495
391
390
384
410
29

1908 - 1988
SHA
80 YEARS of SERVICE

Maryland Department of Transportation
State Highway Administration

Richard H. Trainor
Secretary
Hal Kassoff
Administrator

May 19, 1988

M E M O R A N D U M

TO: Distribution List

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

SUBJECT: Road Transfer - MD 97 and US 29
Montgomery County

State Highway Administrator Hal Kassoff executed a road transfer agreement with Montgomery County, dated April 29, 1988, for the transfer to the County of the following portions of state highway, subject to the approval of the Board of Public Works of Maryland.

State Highway Administration to Montgomery County

US 29 (Georgia Avenue) from the Washington, D.C. line to the MD 284/MD 97 intersection, a total distance of 0.82± miles.

MD 97 (Georgia Avenue) from MD 384 at US 29 northerly to MD 390 (16th Street), a total distance of 1.01± miles.

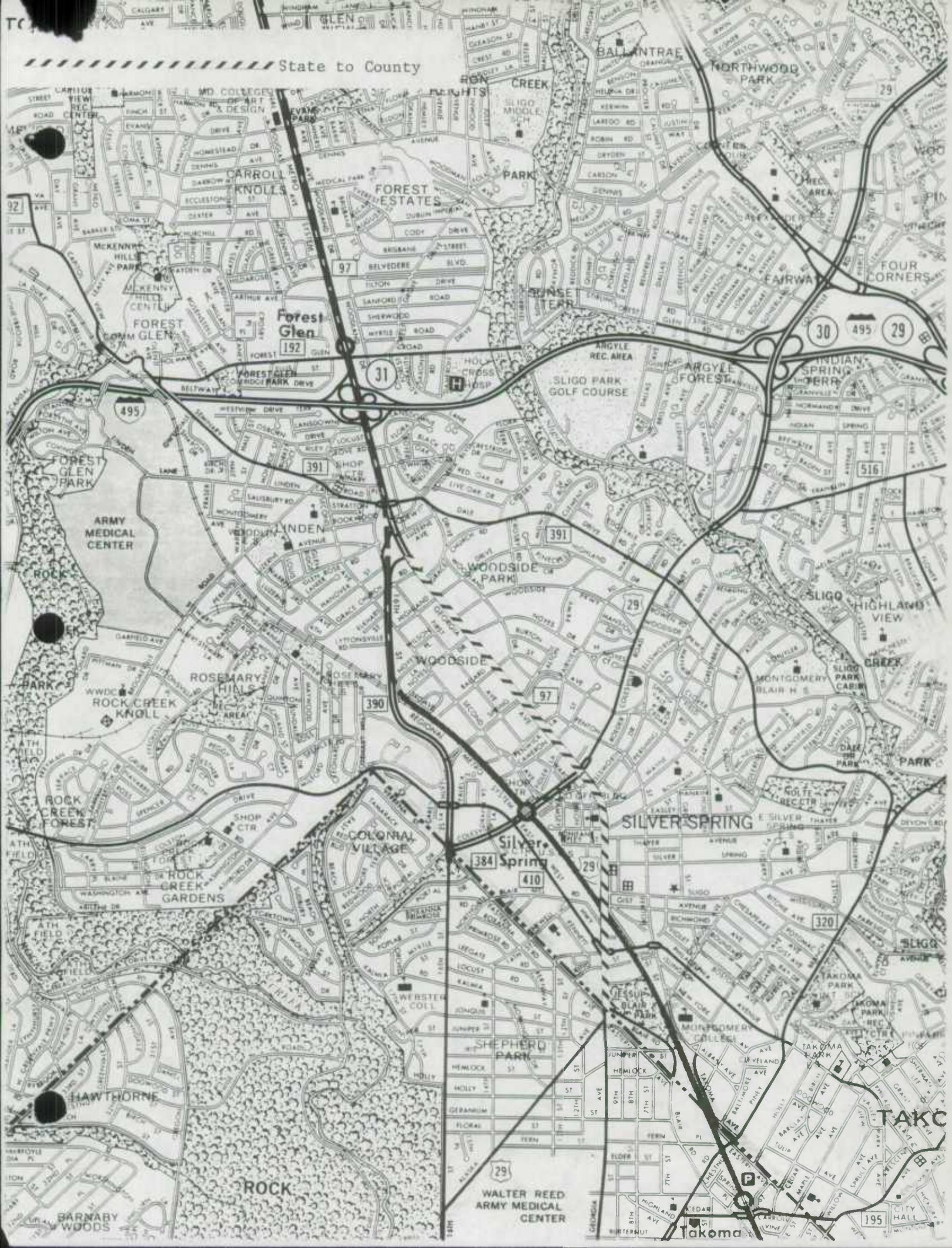
The Board of Public Works of Maryland has reviewed and approved the deed of conveyance for these highway segments, making their transfer effective as of May 18, 1988. Therefore, under the terms and conditions of the agreement, the subject roadways and appurtenances thereto are the property and responsibility of Montgomery County, effective as of that date.

For your convenience, a map segment indicating the roads being transferred is attached. Please note that the US 29 route designation remains unchanged.

JTN:ELD
Attachment

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


State to County
BALLANTRAE
NORTHWOOD PARK
CREEK
SLIGO MIDDLE SCH
MD. COLLEGE OF ART & DESIGN
EVANS PARK
CARROLL KNOLLS
FOREST ESTATES
PARK
McKENNEY HILLS PARK
FOREST GLEN
Forest Glen
SUNSET TERR
FAIRWAY
FOUR CORNERS
ARGYLE REC. AREA
ARGYLE FOREST
INDIAN SPRING TERR
SLIGO PARK GOLF COURSE
HOLY CROSS HOSP
FOREST GLEN PARK
ARMY MEDICAL CENTER
LINDEN
WOODSIDE PARK
SLIGO
HIGHLAND VIEW
WOODSIDE
ROSEMARY HILLS
ROCK CREEK KNOLL
MONTGOMERY BLAIR H S
SLIGO PARK CABIN
PARK
ROCK CREEK FOREST
COLONIAL VILLAGE
Silver Spring
SILVER SPRING
ROCK CREEK GARDENS
SLIGO
WEBSTER COLL
SHEPHERD PARK
MONTGOMERY COLLEGE
TAKOMA PARK
HAWTHORNE
ROCK
WALTER REED ARMY MEDICAL CENTER
BARNABY WOODS
Takoma
TAKO

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. M. Snyder
Mr. E. J. Wrzesinski
Mr. C. W. Wilson
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. H. Burgess
Mr. L. Brocato
Mr. E. Chambers
Mr. L. Ege
Mr. D. A. Bochenek
Secretary's File
Mr. M. R. Baxter ✓
Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Mills
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. W. R. Smith
Department of Transportation -
Montgomery County
Zoning & Administrative Hearing Examiner -
Montgomery County

Copy - Davison

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20907
495-4613

May 23,1988

ADDRESS NOTIFICATION

On May 23,1988 the Maryland National Capital Park and Planning Commission designated the intersection of Howard Chapel Drive as the official end of Main Street and beginning of Damascus Road.

All residents located to the west of this intersection with address numbers in the 9500 through 9900 blocks are required to use the Main Street name designation.

All residents with addresses in the 2900 through 9400 blocks located to the east of this intersection are now required to use the Damascus Road street name designation.

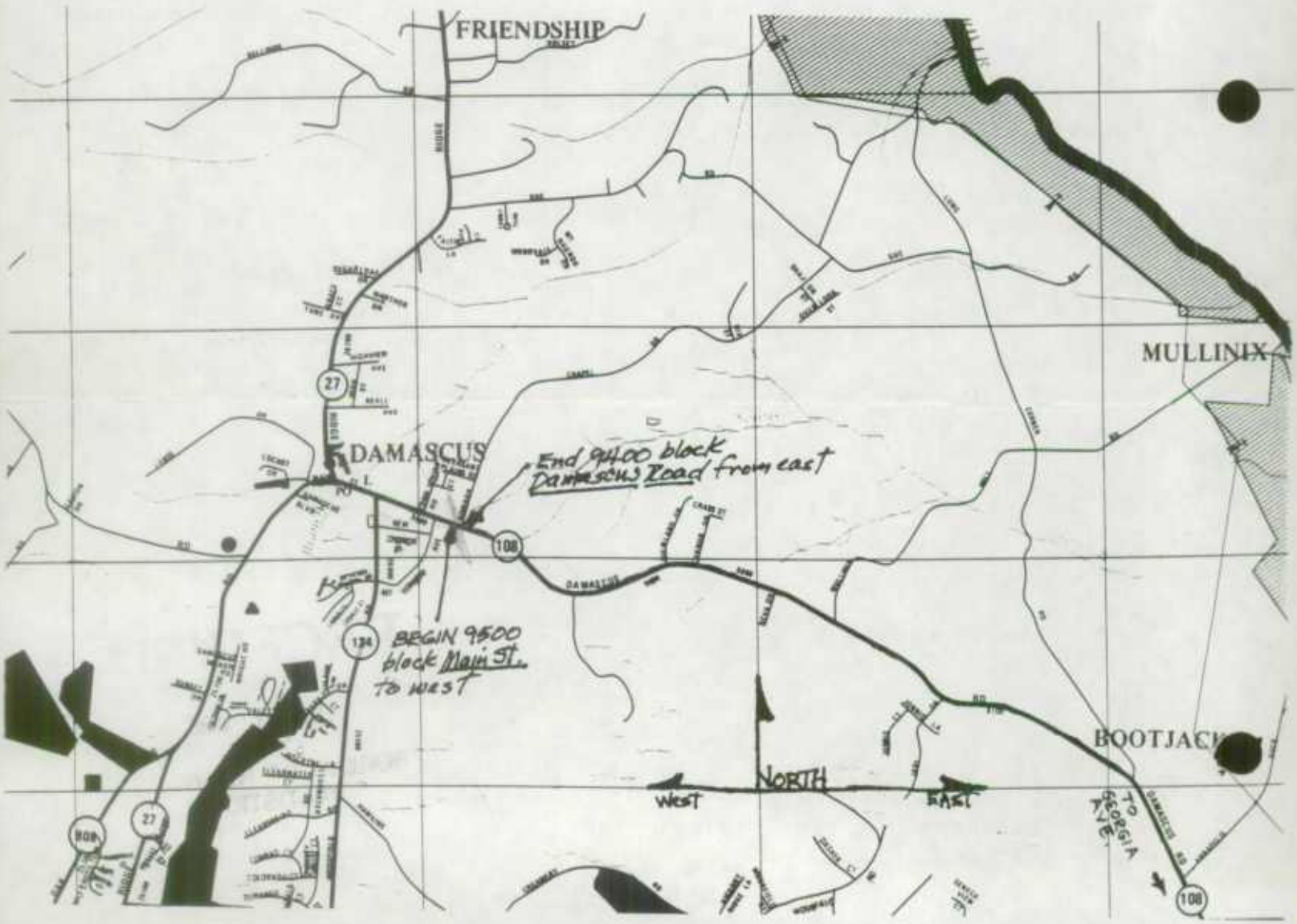
Local post offices, county assessments, utility companies and emegency services will be notified of this action.

As Tabbed - 6-2-88 K.J. Powers

Fred H. Flaharty
F.H. Flaharty
Development Review Div.
Street Name Section
MNCPPC

* see map on reverse side

cc: Mo.Co.Assessments
Fire,Police,Rescue
Damascus Post Office
Gaithersburg Post Office
Potomac Edison


FRIENDSHIP
MULLINIX
DAMASCUS
End 9400 block
Damascus Road from east
BEGIN 9500
block Main St.
TO WEST
BOOTJACK
NORTH
WEST
EAST
TO GEORGIA
27
108
134

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
MONDAY, MAY 23, 1988
* * *

Administrator Kassoff executed the following deed dated May 23, 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
Verbal Corporation	9,839 sq. ft. located on NS of Gaither Rd. & E. of I-270 (Washington National Pike) in the City Limits of Gaithersburg, Montgomery Co.; former prop. of Seventy "S" Associates, Item 75310, Proj. M-248-302-372.	Terms of an Option.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. M. Snyder
Mr. J. F. Mahorney (2)
Mr. J. T. Neukam √
Secretary's File
Project M-248-302-372

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, APRIL 7, 1988
* * *

Administrator Kassoff executed the following deed dated April 7, 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
Merit Associates A MD General Partnership	I-370 from W. of MD Rte. 355 to E. of Oakmont Ave. 0.368± A. excess land; former prop. Sidney Fishman (Item 72839), Parcel 2, Proj. M-248-303-372.	Standard Conveyance Deed (under the terms of an Option)

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. R. J. Finck
Mr. R. A. Conway
Mr. C. Stickles
Mr. M. Snyder
Mr. J. F. Mahorney
Secretary's File
Project M-248-303-372

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
Montgomery County, A Body Politic & Corporate	.147 A. excess land located NS of Trebleclef Lane E. of intersection with Stravinsky Drive in Tanglewood subdivision of Colesville in Montgomery County; former prop. of Schubert Lane Ltd. Partnership, Item 75758, Proj. M-971-302-370, Intercounty Connector.	Standard reverter clause maintaining public use; to be used for Cul-De-Sac.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. M. Snyder
Mr. J. F. Mahorney (2)
Mr. J. T. Neukam
Secretary's File
Project M-971-302-370

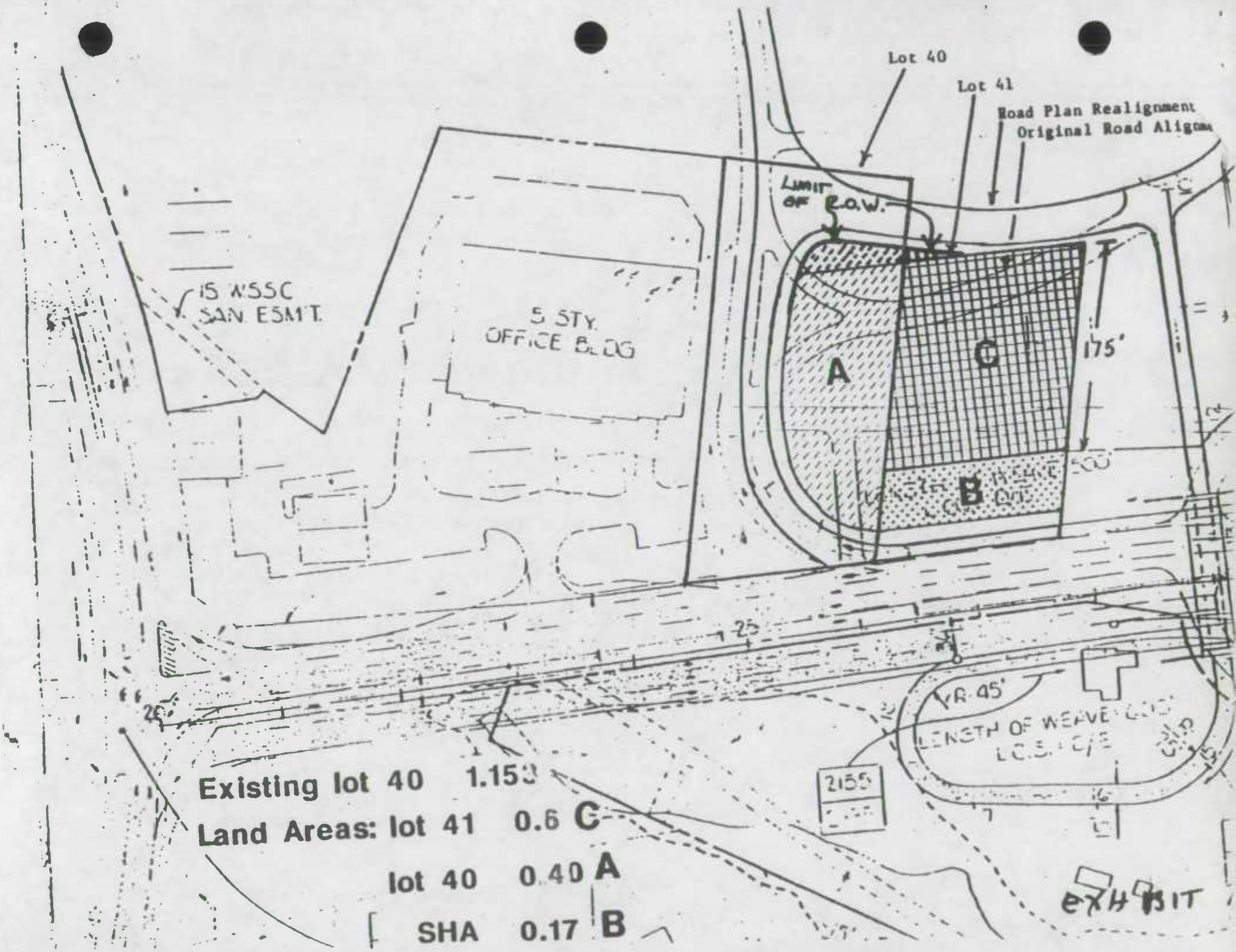
MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
FRIDAY, OCTOBER 9, 1987
* * *

Administrator Kassoff executed the I-270/Montrose Road Interchange Agreement, dated October 9, 1987, with the following parties - Lot 40 Limited Partnership, Fortune Parc Development Company and the State Highway Administration, with approval by Montgomery County as to their rights previously stated in the October 23, 1986 agreement.

This agreement provides for the Administration to set boundaries of a reconfigures lot and transfer certain right-of-way to Lot 40/41 partnership via a quit claim deed. Fortune Parc will record the reconfigured lot, provide right-of-way for the lot via a fee simple transfer to Lot 40/41 Partnership and support the Partnership's rezoning application. The Partnership will convey to the Administration, in fee simple, sufficient right-of-way from Lot 40 necessary for the construction of the replacement access road for Watkins Road, which will be closed with the reconstruction of the Interstate Route 270/Montrose Road interchange. The Partnership will not oppose Fortune Parc development plans, and may at its option, purchase additional right-of-way from Fortune Parc. Access limitations on the ramp from Montrose Road are delineated for the access to and under the roadway from adjacent properties.

Said agreement had been executed by all parties, recommended for approval by Director of Office of Planning & Preliminary Engineering Pedersen and approved as to form and legal sufficiency by Assistant Attorney General Colburn (Brown) of SHA and Assistant County Attorney Kramer (Montgomery County). The original agreement will remain in the Secretary's Office-SRC for Administration files and further distribution will be made internally.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. N. J. Pedersen
Mr. R. J. Finck
Mr. M. Snyder
Mr. A. M. Capizzi
Mr. R. D. Douglas
Mr. R. M. Ravenscroft
Mr. J. Ross
Contract M-401-504-372
Montgomery County File
Secretary's File ✓


Lot 40
Lot 41
Road Plan Realignment
Original Road Alignment
LIMIT OF R.O.W.
15 WSSC SAN. ESMT.
5 STY. OFFICE BLDG
A
B
C
175'
25
R. 45'
LENGTH OF WEAVE
2155
Existing lot 40 1.15
Land Areas: lot 41 0.6 C
lot 40 0.40 A
SHA 0.17 B
EXHIBIT

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
TUESDAY, SEPTEMBER 1, 1987
* * *

Administrator Kassoff executed the following road transfer deed dated September 1, 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
Montgomery County	0.09± A., MD Rte. 124 (Quince Orchard RD) from NE of Raven Rock Drive to Longdraught RD; File 72372-A.	Road Transfer Agreement (Memorandum dated 1/16/86 Agreement dated 11/26/85)

Copy: Mr. J. A. Agro. Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. M. Snyder
Mr. D. E. Hambsch
Mr. T. J. Neukam
Secretary's File
Montgomery County File

I-370/I-270 Interchange Agreement

This agreement, made and entered into this 4th day of May, 1987 by and between the State Highway Administration of the Maryland Department of Transportation hereinafter called the "ADMINISTRATION" and Montgomery County, a political subdivision of the State of Maryland, hereinafter called the "COUNTY".

WHEREAS, it is the mutual desire of the ADMINISTRATION and the COUNTY to construct a full interchange connection between I-370 and I-270, hereinafter called the "PROJECT".

WHEREAS, it is the mutual desire of the ADMINISTRATION and the COUNTY to construct Ramps A and F providing the eastern to northern and northern to western movements between I-270 and I-370 respectively, in Montgomery County, Maryland, And;

WHEREAS, in recognition that State and Federal Participation is unavailable for construction of Ramps A and F.

NOW, THEREFORE, THIS AGREEMENT WITNESSED: That for and in consideration of the mutual covenants and promises among the parties hereto, and in further consideration of the sum of One Dollar ($1.00) paid each to the other, the ADMINISTRATION, and the COUNTY agree as follows:

1. The ADMINISTRATION shall be the final authority and responsible for the planning, location, preliminary and final design, contract preparation, advertisement, bid process and construction phases of the Project.

2. The ADMINISTRATION shall be the final authority, and responsible for all requirements of the ADMINISTRATION and Federal Highway Administration construction inspection and certification procedures.

3. The ADMINISTRATION shall be responsible for the planning, design and construction costs for the PROJECT, all bridges, retaining walls, and any other structures associated with the PROJECT, with the exception of Ramps A and F and the associated structures.

4. The COUNTY shall be responsible for, and the extent of its participation limited to, the engineering and construction costs for Ramps A and F and all bridges, retaining walls and any other structures required for the construction of these ramps as provided for in the Federal Highway Administration approved construction plans, including Administration and General expenses at the prevailing rate applied on the basis of direct labor. The Administrative and General expenses shall include payroll burden and other Administrative overhead costs of the ADMINISTRATION.

5. Payment to the ADMINISTRATION for the actual COUNTY share of the costs as detailed in Clause #4 is due to the ADMINISTRATION by the COUNTY, 30 days after receipt by the COUNTY of the appropriate invoice. The invoice will be based on a fixed percentage of 6.44% of each progress payment due to the contractor.

6. The COUNTY recognizes its funding responsibility as detailed as Clause 4 of this agreement to be 6.44 percent of the total project or approximately $3,768,700 based on detailed construction estimates provided by the ADMINISTRATION.

7. Actual costs shall be determined by the ADMINISTRATION based on contract award amount, and any additional real and true expenses incurred by the contractor(s) in appropriate performance of the contract, as detailed in Clause #4.

8. If, for any reason the COUNTY fails to pay any portion of its share of said PROJECT costs, the ADMINISTRATION is hereby authorized to deduct such costs from the COUNTY's share of the Maryland State Highway User Revenue due it.

9. Following notification to the contractor that the ADMINISTRATION has accepted the completed PROJECT for maintenance, the ADMINISTRATION shall be responsible for maintenance of the PROJECT including ramps A and F, and all associated retaining walls, piers and other necessary structures associated with the PROJECT. This includes regular maintenance such as striping, patching, trash removal, and snow removal, and any future maintenance and rehabilitation required, such as general resurfacing of the facility.

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

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

WITNESS:

STATE HIGHWAY ADMINISTRATION

Hal Kassoff
State Highway Administrator

May 4, 1987

Recommend for Approval

Approved as to form and legal sufficiency:

Assistant Attorney General

September 9, 1986

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

_____ 19__

ATTEST:

MONTGOMERY COUNTY, MARYLAND

BY: Sidney Kramer
Sidney Kramer
County Executive

_____ 19__

Approved as to form and legal sufficiency:

Diane R. Kramer

Recommend for Approval:

Robert S. McGarry, Director
Department of Transportation

_____ 19__

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

April 1, 1987

Director Pedersen, Office of Plannning and Preliminary Engineering executed a road transfer agreement dated March 30, 1987, between the State Highway Administration and the Mayor and Council of Rockville, Montgomery County relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

Rockville to State Highway Administration

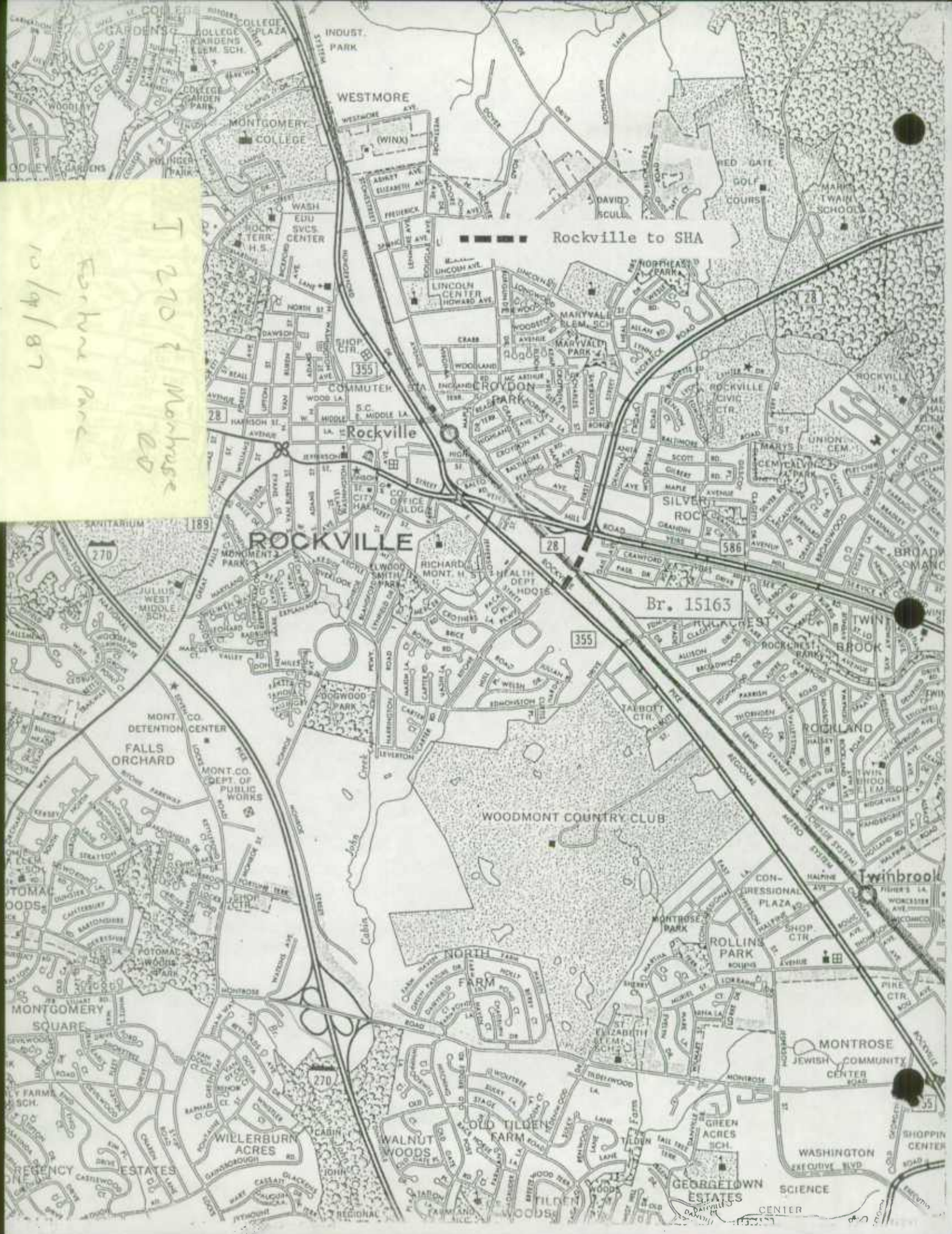
First Street Extended, from MD 28 and MD 586 southwesterly to MD 355 (Rockville Pike), including the bridge (#15163) carrying the B&O Railroad over First Street, a distance of ± 0.19 miles.

Director Pedersen has also approved the designation of this section of highway as MD 911, which is for inventory purposes only and will not be field posted.

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

ATL:ELD

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. M. Snyder
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. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. E. J. Wrzesinski
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann



I 270 & Montrose Rd
Forbes Park
10/4/87
rev 1/6/96

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

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Rockville to State Highway Administration

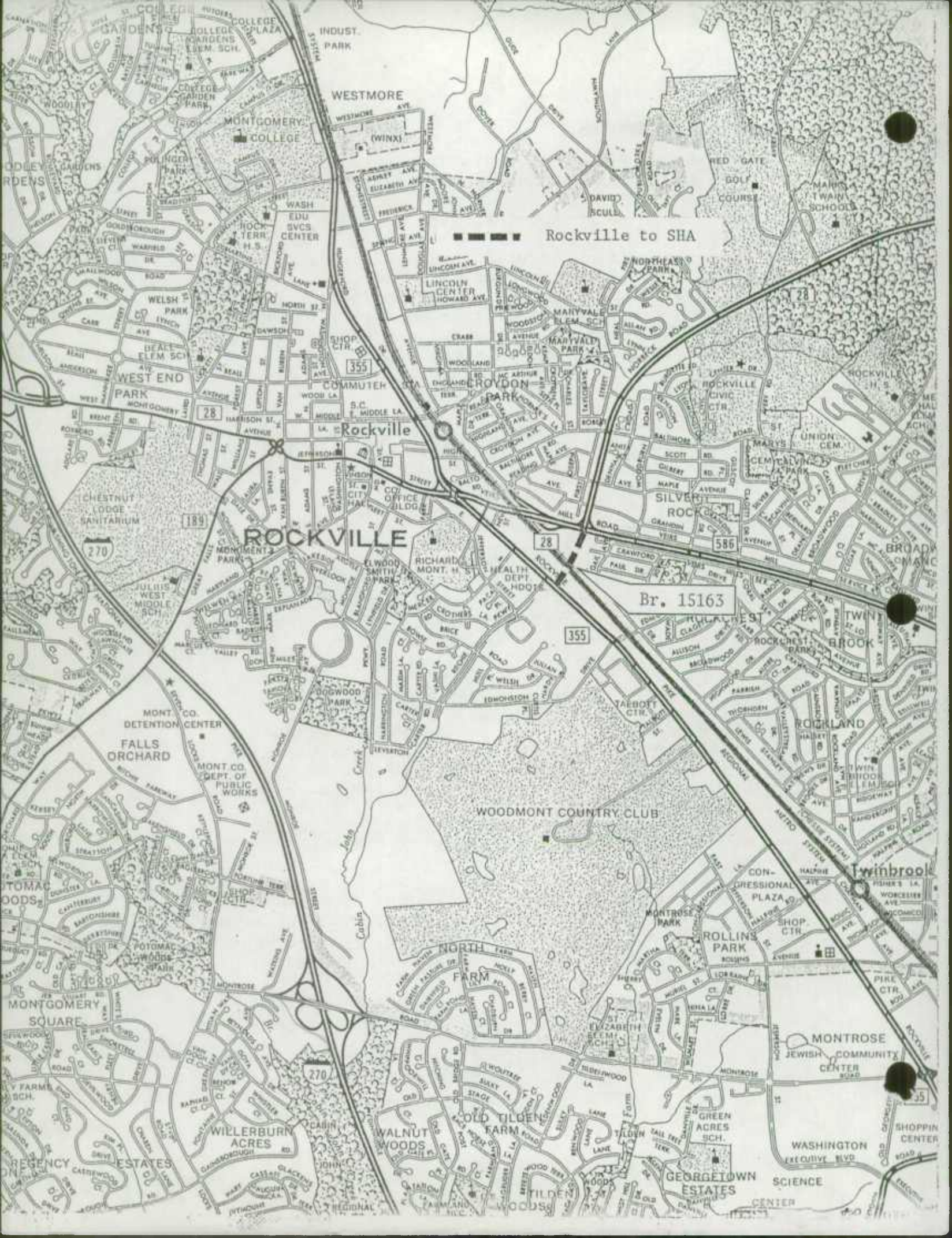
First Street Extended, from MD 28 and MD 586 southwesterly to MD 355 (Rockville Pike), including the bridge (#15163) carrying the B&O Railroad over First Street, a distance of ± 0.19 miles.

Director Pedersen has also approved the designation of this section of highway as MD 911, which is for inventory purposes only and will not be field posted.

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

ATL:ELD

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. M. Snyder
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. K. V. Dodson
Secretary's File
Mr. P. E. Becker
Mr. E. S. Freedman
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. E. J. Wrzesinski
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann


Rockville to SHA
Br. 15163
ROCKVILLE
Rockville
WESTMORE
INDUST. PARK
COLLEGE GARDENS
COLLEGE PLAZA
COLLEGE GARDEN PARK
MONTGOMERY COLLEGE
(WINX)
WASH EDU SVCS CENTER
ROCK TERR. H.S.
WELSH PARK
BEALL ELEM SCH
WEST END PARK
CHESTNUT LODGE SANITARIUM
MONUMENT PARK
JULIUS WEST MIDDLE SCH
SHOP. CTR.
COMMUTER LOT
S.C. MIDDLE LA.
CO. OFFICE BLDG.
CITY HALL
ELWOOD SMITH PARK
RICHARD MONT. H.S.
HEALTH DEPT. HDQTS.
LINCOLN CENTER
HOWARD AVE.
MARYVALE ELEM. SCH.
MARYVALE PARK
CROYDON PARK
ROCKVILLE CIVIC CTR.
UNION CEM.
CALVIN PARK
SILVER ROCK
DAVID SCULL
RED GATE GOLF COURSE
MARK TWAIN SCHOOLS
NORTHEAST PARK
ROCKVILLE H.S.
BROADMANOR
ROCKCREST
ROCKCREST PARK
TWINBROOK
ROCKLAND
TWINBROOK ELEM.
TALBOTT CTR.
DOGWOOD PARK
MONT. CO. DETENTION CENTER
FALLS ORCHARD
MONT. CO. DEPT. OF PUBLIC WORKS
WOODMONT COUNTRY CLUB
Twinbrook
CONGRESSIONAL PLAZA
MONTROSE PARK
ROLLINS PARK
SHOP. CTR.
PIKE CTR.
NORTH FARM
ST. ELIZABETH ELEM. SCH.
MONTROSE
MONTROSE JEWISH COMMUNITY CENTER
TOMAC WOODS
POTOMAC WOODS PARK
MONTGOMERY SQUARE
WILLERBURN ACRES
REGENCY ESTATES
WALNUT WOODS
OLD TILDEN FARM
TILDEN WOODS
GREEN ACRES SCH.
GEORGETOWN ESTATES
WASHINGTON SCIENCE CENTER
SHOPPING CENTER
REGIONAL
John Cabin Creek
355
28
189
270
586
35

Jim - ~~please follow up w/ the inventory~~ !

June 8, 1992

RECEIVED
JUN 9 1992
HIGHWAY INFORMATION
SERVICES DIVISION

file w/ Rd. Trans. agreement!

Mr. Graham Norton, Director
Montgomery County Department of Transportation
Executive Office Building
101 Monroe Street, 10th Floor
Rockville MD 20850

Dear Mr. Norton:

I am writing to provide formal notification of the completion of the I-270/Montrose Road interchange project. Although this project has been completed for several years, I do not believe that we have formally notified you of its completion.

Under the terms of our Agreement, dated October 23, 1986, with the Tower Dawson Limited Partnership, Fortune Parc Development Corporation, Key Development Corporation, the Snowden River Corporation, the county and SHA, the following roadway segments are to be maintained by the county upon project completion.

-- Mainline Montrose Road from Seven Locks Road to the gore of Ramp B, including the bridge for Montrose Road over Ramp K, and from Westmont Boulevard to the eastern end of the project, including all local street entrances onto the south side of Montrose Road within the project.

-- The Access Road to Fortune Parc and Ramp K.

A reduced copy of Exhibit #4 from the 1986 Agreement, which graphically shows maintenance responsibility, is enclosed for your use. If you have any questions, please do not hesitate to call me. Thank you for your attention to this matter.

Very truly yours,

ORIGINAL SIGNED BY:
NEIL J. PEDERSEN

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

Enclosure

cc: Mr. Edward S. Harris
Mr. Creston J. Mills, Jr.
bcc: Mr. John D. Bruck
Mr. Louis H. Ege, Jr.
Mr. John T. Neukam
Ms. Cynthia D. Simpson

Prepared by: Jeffrey H. Smith; 61.3; x8513; May 26, 1992

SUPPLEMENTAL AGREEMENT

I-270/MONTROSE ROAD

by
and
among

MARYLAND STATE HIGHWAY ADMINISTRATION

MONTGOMERY COUNTY

LOT 40 LIMITED PARTNERSHIP

and

FORTUNE PARC DEVELOPMENT COMPANY

SHA/OPPE/RIPD
O2/26/96

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, made and entered into this 26th day of February, 1996 by and among the State Highway Administration of the Maryland Department of Transportation, hereinafter termed the "**ADMINISTRATION**"; Montgomery County, a political subdivision of the State of Maryland, hereinafter termed the "**COUNTY**"; Lot 40 Limited Partnership, a Maryland limited partnership, hereinafter termed the "**PARTNERSHIP**"; and Fortune Parc Land Holding- I Limited Partnership and its General Partner, Fortune Parc Development Company, hereinafter termed "**FORTUNE PARC**".

WITNESSETH:

WHEREAS, the PARTNERSHIP is the owner of a certain lot known as Lot #40 in the Wheel of Fortune Subdivision, Fourth Election District, Montgomery County, Maryland, said lot having a frontage on Montrose Road and being known as 7801 Montrose Road, containing approximately 1.153 acres of land, more or less (hereinafter "**Lot 40**"); and

WHEREAS, FORTUNE PARC, which includes all owners of land which had collectively filed zoning amendment G-522 with the COUNTY, is the owner of various lots in the Wheel of Fortune subdivision adjacent to Lot 40, said adjacent parcels collectively containing approximately 50 acres of land; and

WHEREAS, the COUNTY has agreed to take ownership of, and maintenance responsibility for, certain roadways constructed or to be constructed as further described herein; and

WHEREAS, an Agreement dated October 9, 1987 was executed among the ADMINISTRATION, FORTUNE PARC and the PARTNERSHIP, by terms of which the PARTNERSHIP would be compensated for right-of-way it provided for the Access Road with right-of-way from the ADMINISTRATION and property from FORTUNE PARC resulting in a reconfigured Lot 40 for the PARTNERSHIP: and

WHEREAS, the ADMINISTRATION has determined that since for reasons of safety, traffic flow and capacity, access has been denied to a street known as Watkins Avenue that would have served the Wheel of Fortune subdivision, a relocated entrance will be constructed through Lot 40 to provide access to Montrose Road in lieu of Watkins Avenue; and

WHEREAS, on May 30, 1990, the PARTNERSHIP filed Application G-669 with the Montgomery County Council requesting reclassification of the zoning of a reconfigured Lot 40 from R-200 to O-M and consolidation of this request with the original application, G-634 for reclassification of zoning of the parcel: and

WHEREAS, for the purposes of this Supplemental Agreement, the segments of the road system identified herein are defined as (i) "Access Road" means that portion of the entrance ramp from Montrose Road lying within Lot 40, (ii) "Ramp K" means and includes the tunnel under Montrose Road and ramp north of Montrose to the point of its northern termination, and (iii) "Fortune Terrace" means the segment of the roadway connecting the Access Road to Ramp K. These roadway segments shall be collectively hereinafter referred to as the "Access Road System" as shown in Exhibit 1, attached hereto and made a part hereof; and

WHEREAS, the parties to this Supplemental Agreement desire to alter the boundaries of the reconfigured Lot 40 in accordance with the terms of this Supplemental Agreement; and

WHEREAS, it is the mutual desire of the ADMINISTRATION, COUNTY, PARTNERSHIP, AND FORTUNE PARC that this Supplemental Agreement define responsibility for the construction and operation of a public access point onto Montrose Road.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained and the sum of Ten Dollars ($10.00) paid by each party to the other parties, the receipt of which is hereby acknowledged, the ADMINISTRATION, COUNTY, PARTNERSHIP, AND FORTUNE PARC agree as follows:

REZONING APPLICATIONS AND APPROVALS

1. The PARTNERSHIP shall have the sole responsibility for obtaining any and all necessary zoning, preparing and providing any and all necessary zoning submissions, and acquisition of any and all necessary permits as required by state and local laws, statutes and regulations for the zoning and development of the PARTNERSHIP's reconfigured lot.

2. Nothing in this agreement absolves the PARTNERSHIP from adhering to current legal requirements, including statutes and regulations necessary for rezoning approvals and issuance of building permits. The PARTNERSHIP is required to apply for the rezoning and building approvals through the normal COUNTY and Maryland-National Capital Park & Planning Commission (**M-NCPPC**) processes.

3. The PARTNERSHIP agrees to limit the total structure size for the development of the reconfigured Lot 40 to the square footage approved in Zoning Applications G-634 & 669, as may be modified at subdivision and site plan approval, but in any event not greater than 40,500 square feet of rentable space, above grade, not including cellars or enclosed parking. Additionally, the height of the proposed office building, exclusive of roof top appurtenances, shall not exceed 40 feet or four stories, which ever is greater. The PARTNERSHIP further agrees that the building to be constructed by it on the reconfigured lot shall be architecturally harmonious with and similar in design to 7811 Montrose Road. Prior to constructing said building, the PARTNERSHIP agrees to submit to FORTUNE PARC a copy of the elevations of said building which shall support the covenant herein contained. The PARTNERSHIP shall keep and remove all trash and other debris from the reconfigured lot and shall mow any grass or similar vegetation. FORTUNE PARC shall have the right to plant grass on said lot. FORTUNE PARC shall request permission from the PARTNERSHIP before entering PARTNERSHIP property and undertaking any work.

4. This Supplemental Agreement is not a guarantee for the successful rezoning of the reconfigured Lot 40, nor is the performance of the obligation of the parties hereto contingent upon such rezoning; nor does it infer, or imply approval of the application by the M-NCPPC. The rezoning application will be handled by the M-NCPPC in the appropriate manner, following all appropriate M-NCPPC procedures and regulations.

5. The ADMINISTRATION, within the restrictions of current statutes and regulations as a public agency, and FORTUNE PARC agree to cooperate fully with the PARTNERSHIP

in all land use approval matters relating to the PARTNERSHIP's application for rezoning of reconfigured Lot 40, and its subdivision approval.

CONVEYANCE OF RIGHT-OF-WAY

6. Subject to the approval of the Board of Public Works and approval of the record plat for the reconfigured parcel, but not later than March 30, 1996, the ADMINISTRATION shall convey Parcel B as shown on Exhibit 2, attached hereto and made a part hereof, to the PARTNERSHIP by quit claim deed. FORTUNE PARC agrees that the remainder of the reconfigured parcel shown as Parcel A on Exhibit 2 shall be conveyed to the PARTNERSHIP concurrently with the conveyance of Parcel B by the ADMINISTRATION, provided that the PARTNERSHIP has then complied with all terms of this Supplemental Agreement.

7. FORTUNE PARC agrees that the deed, in fee simple to the PARTNERSHIP for that property identified as parcel A in Exhibit 2 will be prepared and recorded without cost or expense to the PARTNERSHIP, shall reference conveyance to a newly created recorded lot (the plat of which will be prepared and processed by the PARTNERSHIP) and will be free and clear of all liens, encumbrances, building restriction lines, easements, right-of-way, covenants and conditions at any time created by FORTUNE PARC, except as stated in this Supplemental Agreement. FORTUNE PARC shall pay to the PARTNERSHIP at the time of recording the record plat, one-half of the cost to receive preliminary subdivision plan and record plat approval incurred by the PARTNERSHIP, but not more than $2,500.00 expended from the execution of this Supplemental Agreement.

8. Concurrently with the recording of the record plat, but not later than March 30, 1996, the PARTNERSHIP shall dedicate to public use in fee simple, by special warranty deed, free and clear of liens and encumbrances, that portion of the Access road shown on Exhibit 2 to be so dedicated. At the same time the PARTNERSHIP shall convey to the ADMINISTRATION in fee simple, by special warranty deed, free and clear of all liens and encumbrances without cost or expense to the PARTNERSHIP and without any monetary consideration, the portion of Lot 40 necessary for the Access Road and the widening of Montrose Road as shown in Exhibit 2. Commencing as of the date of this Supplemental Agreement, FORTUNE PARC shall have unrestricted use of the Access Road.

9. The PARTNERSHIP intends to seek a consolidation of parcels A and B, and the original lot 40, minus the portion of original Lot 40 deeded to the ADMINISTRATION for the widening of Montrose Road, that would be sufficient for the construction of a forty thousand five hundred (40,500) square foot building of rentable space, above ground, not including cellars or enclosed parking, on reconfigured Lot 40 under current M-NCPPC rules and regulations.

10. The ADMINISTRATION has prepared an ADMINISTRATION metes and bounds plat #53625 identifying the new reconfigured parcel, the Access Road, the portion of the parcel which shall be dedicated to public use by the PARTNERSHIP for the Access Road, and that portion of Lot 40 that the PARTNERSHIP shall donate to the ADMINISTRATION for the widening of Montrose Road.

11. The northern boundary of the reconfigured parcel as shown on Exhibit 2 shall be abutting to the Access Road and Fortune Terrace, and shall have a right of access to Fortune Terrace. FORTUNE PARC shall have the right to relocate Fortune Terrace to the north

without any impairment to the PARTNERSHIP's right to continued access to the PARTNERSHIP's office building. This relocation may entail adding or extending the pavement, but it may also be done by a relocation of paving, curb and gutter, and drainage structures. If at any time FORTUNE PARC elects to relocate said road, it shall grant legal access to the reconfigured parcel at the then locations of its entrances and exits to Fortune Terrace, shall pay for all costs associated with the relocation of said driveways or entrances, shall restore the landscaped areas between the reconfigured parcel (which shall not be enlarged by such relocating of Fortune Terrace) and the new roadway curb to a condition similar to that existing at the time such construction begins, and shall maintain the grass and shrubbery between the new curb line and the reconfigured parcel. No building, structure, fence, wall, or other above grade object shall be erected within the area created by the relocation of Fortune Terrace, provided however, that this provision shall not preclude the erection of low retaining walls for retention of land or incidental to the planting of low profile landscaping.

ACCESS ROAD SYSTEM

12. The ADMINISTRATION has designed and constructed at its own expense, and in accordance with its own standards, the Access Road System (Exhibit 1). FORTUNE PARC and the PARTNERSHIP, upon the request of the ADMINISTRATION, shall grant to the ADMINISTRATION any easements, controls and rights (free and clear of all liens and encumbrances) or rights of entry required by the ADMINISTRATION for the Access Road System.

Double Work here because Partnership should convey Ramp K direct to COUNTY, not the Administration - saving adm. from having to convey it! 4-3-96

13. Upon completion of Ramp K by the ADMINISTRATION, the COUNTY, agrees to take, in perpetuity, ownership and maintenance responsibilities for Ramp K until such time as the Access Road System is incorporated into the city limits of the City of Rockville. The ADMINISTRATION shall convey to the COUNTY by quit claim deed, all rights, title and interest of the ADMINISTRATION in and to Ramp K, reserving any easements or controls the ADMINISTRATION has or may require in Ramp K, without cost or expense to the COUNTY and without any monetary consideration for the underlying fee simple interest of the Access Road.

14. That portion of existing lot 40 that contains the Access Road and any right-of-way necessary for the continued operation and maintenance of the Access Road as reflected in Exhibit 2 shall be dedicated to public use by the PARTNERSHIP.

15. The COUNTY agrees to accept the Access Road System into their roadway network for operation and maintenance upon completion of construction and acceptance of the Access Road System by the ADMINISTRATION.

16. The reconfigured lot shall have a <u>right-in</u> entrance and <u>right-out</u> exit from Fortune Terrace; provided, however, left turns from the reconfigured lot into Fortune Terrace shall be permitted until FORTUNE PARC (1) connects a "Roadway" to the Access Road System or Fortune Terrace (individually or collectively herein "Road System"), and (2) obtains a use and occupancy permit for any permanent building of at least 25,000 square feet, at which time, or at any time thereafter, FORTUNE PARC shall have the absolute right to terminate all such left turns by written notice to the PARTNERSHIP. If during the course of development of the FORTUNE PARC land or any permanent building thereon, a working contractor shall certify in writing on reasonable supportable grounds (a copy of which shall be provided to the PARTNERSHIP), that left turns materially impact the progress of its job, increasing the cost or time for performance thereof,

FORTUNE PARC may also terminate all such left turns. A "Roadway" shall be defined as a road with a base coat designed to provide permanent vehicular access to any permanent building at the FORTUNE PARC property. The COUNTY, in addition to the requirements set forth in this paragraph, and any other more stringent requirements of COUNTY, shall not grant such request if it finds that the requested left turn movements (1) materially degrade the safe use of the Road System, or (2) change the flow or configuration of the Road System or necessitates the breaking of any future median strip opposite the reconfigured lot. Such access shall be subject to the PARTNERSHIP's compliance with all appropriate requirements of the COUNTY, including but not limited to approval of plans, maintenance procedures, provisions for liability insurance, COUNTY general terms and conditions between the COUNTY and contractor, and any other requirements normally addressed in the process of granting engineering access point approval. Nothing in this paragraph shall restrict or diminish the authority of the COUNTY in the fulfillment of its responsibilities in control and administration of road systems.

17. Except as provided otherwise in paragraph 11 of this Supplement Agreement, the vehicular and pedestrian access to Fortune Terrace from the reconfigured Lot 40 shall be accomplished by the PARTNERSHIP at the PARTNERSHIP's expense.

18. The COUNTY, and PARTNERSHIP agree to comply with reasonable requests of FORTUNE PARC for erecting signage and landscaping in the right-of-way of the Access Road. The signage shall be for identification of FORTUNE PARC complex and access thereto. All signage and landscaping shall be subject to all applicable statutes, regulations and ordinances, and permits obtained from the COUNTY and if required by the M-NCPPC. All costs for such signage and landscaping shall be borne by FORTUNE PARC. Such signage shall not be permitted within ADMINISTRATION rights-of-way.

19. Subject to PARTNERSHIP compliance with all COUNTY requirements, including approval of design. construction and all other plans, maintenance procedures, provisions for liability insurance and any other requirements, the COUNTY agrees to grant, if requested by the PARTNERSHIP, a subsurface easement to connect the reconfigured lot to the existing office building site at 7811 Montrose Road for vehicular and pedestrian access. Funding, design, construction, maintenance, and operation of the highway provided by the aforementioned underground easement shall be the responsibility of the PARTNERSHIP. The highway connection provided by said underground easement shall be constructed and operated by the PARTNERSHIP in such a manner, and within the requirements and regulations of the COUNTY as to be accomplished without interference to vehicular safety and pedestrian traffic. The movement provided by the Access Road is to be provided for at all times during the construction of the subsurface connection between the reconfigured lot and the existing office building of 7811 Montrose Road.

20. All costs associated with the design, construction and all necessary approvals for the access points and the subsurface easement referred to in paragraph 19 shall be the responsibility of the PARTNERSHIP.

21. The traffic from 7811 Montrose Road ("7811") onto the Access Road shall be egress only except that the traffic from the reconfigured lot may enter 7811 from Fortune Terrace until FORTUNE PARC (1) connects a Roadway as defined in paragraph 16, to the Road System, and (2) obtains a use and occupancy permit for any permanent building of at least 25,000 square feet, at which time, or at any time thereafter, FORTUNE PARC shall have the absolute right to terminate all ingress by written notice to the PARTNERSHIP.

If during the course of development of the FORTUNE PARC land or any permanent building thereon, a working contractor shall certify in writing on reasonable supportable grounds (a copy of which shall be provided to the PARTNERSHIP), that left turns materially impact the progress of its job, increasing the cost or time for performance thereof, FORTUNE PARC may also terminate all such left turns. The COUNTY in addition to the requirements set forth in this paragraph, and any other more stringent requirements of the COUNTY, shall not grant such request if it finds that the requested left turn movements (1) materially degrade the safe use of the Road System, or (2) change the flow or configuration of the Road System or necessitates the breaking of any future median strip opposite the 7811 access point to the Road System. Such access shall be subject to the PARTNERSHIP's compliance with all then applicable requirements of the COUNTY, including approval of plans, location, maintenance procedures, provisions for liability insurance, and any other requirements normally addressed in the process of granting engineering access point approval. Nothing in this paragraph shall restrict or diminish the authority of the COUNTY in the fulfillment of its responsibilities in control and administration of road systems.

GENERAL

22. Nothing in this Supplemental Agreement shall be construed as a grant of access or public use through the property of FORTUNE PARC for the benefit of 7811 Montrose Road, the reconfigured lot, or the public generally except on the Access Road System.

23. Nothing in this Supplemental Agreement shall be construed as an effort or procedure to circumvent existing COUNTY and State laws, or M-NCPPC procedures, regulations, and policy area growth controls.

24. All deeds and conveyances required hereunder from the ADMINISTRATION are subject to review and approval by the Board of Public Works of the State of Maryland.

25. The ADMINISTRATION and COUNTY shall cooperate with the PARTNERSHIP within the legal and operational limitations of the respective organizations.

26. The PARTNERSHIP is solely responsible for the development, submission and acquisition of any and all permits that may be required for the development of the reconfigured parcel.

27. All ADMINISTRATION records that are not privileged pertaining to the I-270/Montrose Road interchange reconstruction project shall be readily available to appropriate representatives of all parties in this Supplemental Agreement during normal working hours during the construction of this project, and for five years thereafter.

28. Whenever the approval, whether written or not, of any party is required, such approval will not be unreasonably withheld or delayed. The parties agree to cooperate with each other in an expeditious manner to accomplish the goals of this Supplemental Agreement.

29. Subject to the approval of the Board of Public Works, the ADMINISTRATION agrees to convey to FORTUNE PARC the stub of Watkins Avenue by quit claim deed and subject to denial of access to Montrose Road and any other rights, controls or easements required by the ADMINISTRATION in its sole discretion. The square footage therein shall be offset against the square footage of Parcel A of the reconfigured lot to be conveyed to the PARTNERSHIP. The ADMINISTRATION shall pay FORTUNE PARC for the

remaining square footage of said Parcel A in accordance with Agreements heretofore made between the ADMINISTRATION and FORTUNE PARC. Such agreement shall not be terminated by this Supplemental Agreement.

30. All notices and other communications under this Supplemental Agreement shall be in writing and shall be deemed duly given if mailed by registered or certified mail, return receipt requested, first class, postage paid, if

A. To the ADMINISTRATION, to:

Director, Office of Planning
and Preliminary Engineering
State Highway Administration
707 N. Calvert Street,
Baltimore, Maryland 21203-0717

B. To the COUNTY, to:

Director, Montgomery County
Department of Transportation
101 Monroe Street
Rockville, Maryland 20850

C. To the PARTNERSHIP, to:

Richard Cohen, General Partner
Lot 40 Limited Partnership
7811 Montrose Road #500
Potomac, Maryland 20854

D. To FORTUNE PARC to:

Robert W. Truland
Fortune Parc Development Co.
3330 Washington Boulevard
Arlington, Virginia 22201

31. Each party shall be responsible for notifying all other parties on any change in address. Notwithstanding anything to the contrary contained above, notice will be valid to each party upon being sent to the aforementioned address.

32. This Supplemental Agreement and the other Agreements contain the entire understanding among the parties. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, among them, other than as herein set forth in this Supplemental Agreement, and the other Agreements referenced herein. The fully executed Agreements made by and among the ADMINISTRATION, PARTNERSHIP, and FORTUNE PARC, on October 9, 1987, and by and among the ADMINISTRATION, PARTNERSHIP, COUNTY, FORTUNE PARC, Key Development Corporation, Snowden River Corporation, Westmont Associates and Tower Dawson Limited Partnership on October 23, 1986 shall remain in full force and effect except as modified by this Supplemental Agreement. The provisions of this Supplemental Agreement shall supersede any inconsistent promises within the above

referenced Agreements. The ADMINISTRATION, FORTUNE PARC, COUNTY and the PARTNERSHIP reaffirm their obligations under those two existing Agreements, except as modified herein.

33. The provisions of this Supplemental Agreement may not be waived or modified orally in another manner other than by an agreement in writing, signed by all parties hereto or their respective successors in interest.

34. This Supplemental Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Maryland.

35. The paragraph headings used in this Supplemental Agreement are for reference and convenience only and shall not enter into the interpretation of this Supplemental Agreement. If any date upon which action is required under this Supplemental Agreement shall be a Saturday, Sunday, or a legal holiday, the date for such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday, or legal Holiday.

36. If any term, covenant or condition of this Supplemental Agreement or its application to any person or circumstances shall be invalid, illegal, or unenforceable, the remainder of this Supplemental Agreement, or the application of such terms or provision to the persons or circumstances, other than those to which it is held invalid, illegal or unenforceable shall not be affected, and each term shall be valid and enforceable to the fullest extent of the law.

37. 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 for this Supplemental Agreement to be executed by their proper and duly authorized officers, on the day and year first written above.

STATE HIGHWAY ADMINISTRATION

WITNESS

By: 2/26/96

Hal Kassoff
Administrator

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Douglas R. Rose
Chief Engineer

Neil J. Pedersen
Director of Planning

for Gayle M. Seward
Director of Finance

MONTGOMERY COUNTY, MARYLAND

WITNESS

By: 8/29/95
Graham Norton, Director Date
Department of Transportation

Bruce Romer Date
Chief Administrative Officer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

County Attorney

RECOMMENDED FOR APPROVAL:

FORTUNE PARC LAND HOLDING-I
LIMITED PARTNERSHIP
By Fortune Parc Development
Company, its general partner

WITNESS

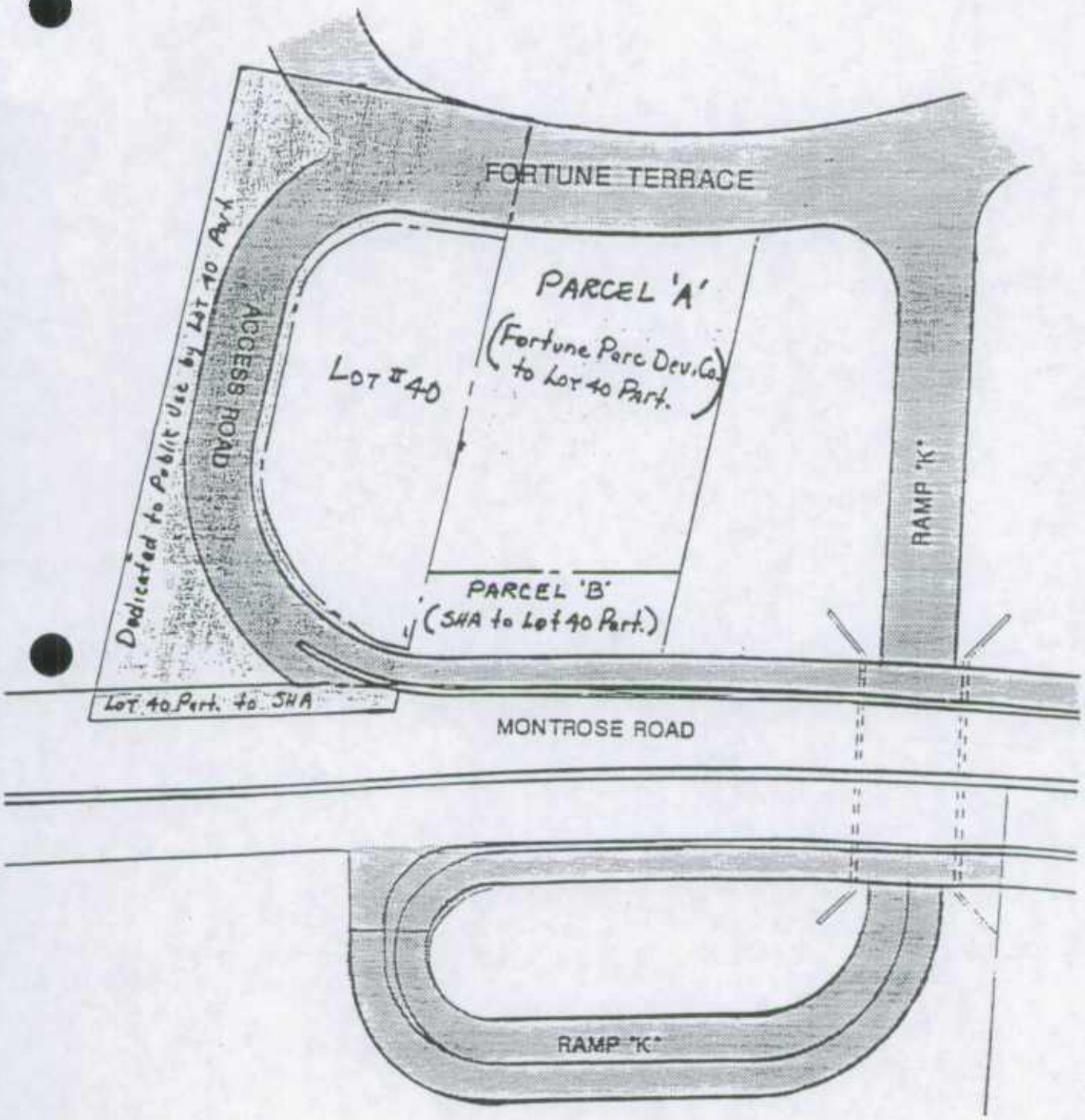
By: 2 NOV '95
Robert W. Truland Date
President

LOT 40 LIMITED PARTNERSHIP

WITNESS

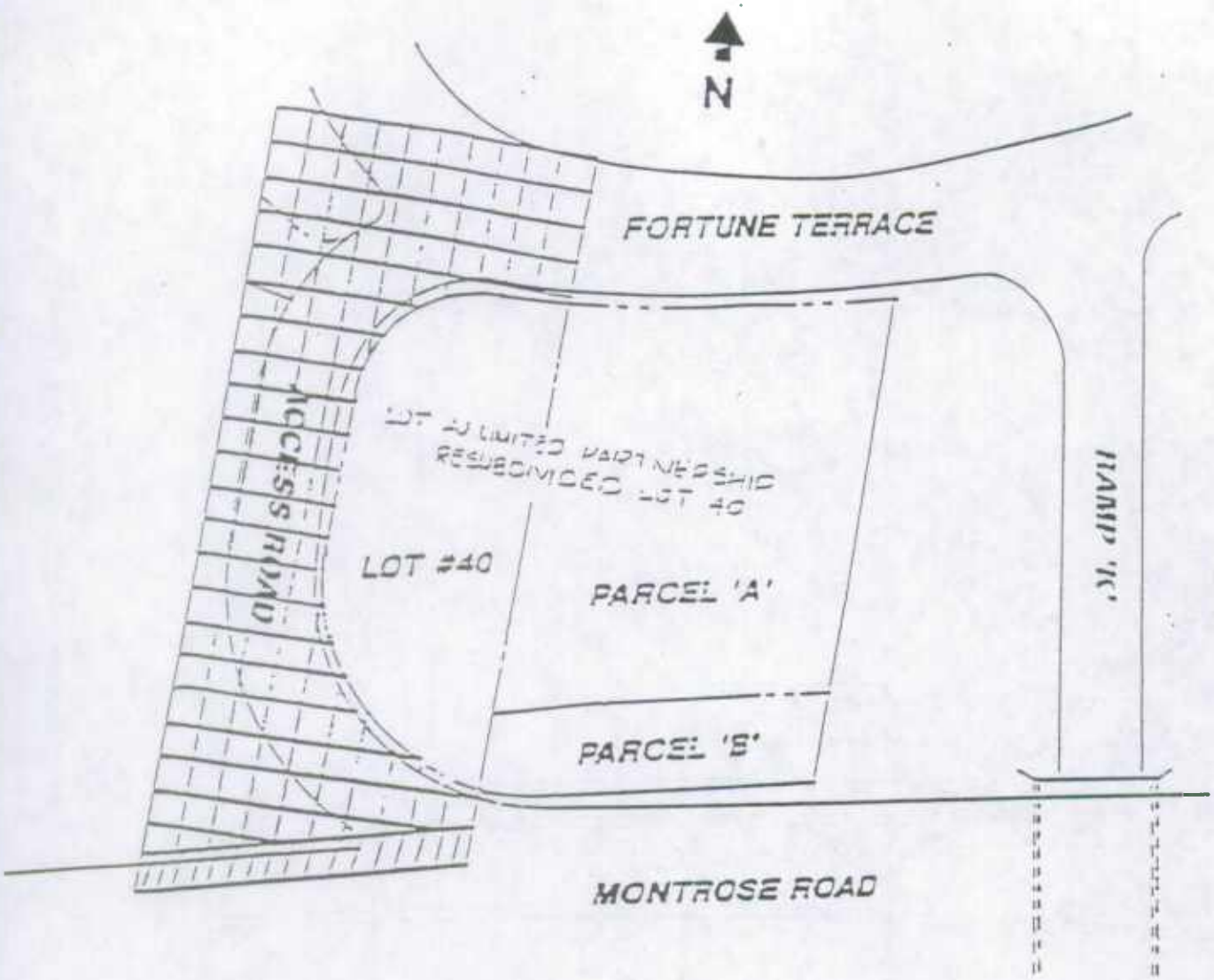
By:
Richard Cohen Date
General Partner

final



ACCESS ROAD SYSTEM

EXHIBIT 1



CONVEYED TO SHA FOR THE WIDENING OF MONTROSE ROAD

TO BE DEDICATED TO PUBLIC USE

EXHIBIT 2

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, OCTOBER 23, 1986
* * *

Administrator Kassoff executed the I-270/Montrose Rd. Interchange Agreement, dated October 23, 1986, with the following parties - Montgomery County, Westmont Associates, Tower Dawson Limited Partnership, Fortune Parc Development Corporation, Key Development Corporation and Snowden River Corporation.

This agreement provides for the funding, design, right-of-way acquisition and transfer, construction and maintenance of the I-270/Montrose Road Interchange reconstruction project to improve capacity, geometrics and add additional movements. Interstate funding of this project was approved by FHWA on October 14, 1986.

Said agreement had been executed by all parties, recommended for approval by Director-Office of Planning & Preliminary Engineering Pedersen (SHA) and Director-DOT McGarry (Montgomery Co.), and approved as to form and legal sufficiency by Assistant Attorney General Rogers (SHA) and Assistant County Attorney Kramer (Montgomery Co.). The original will remain in the Secretary's Office-SRC for Administration files and further distribution will be made internally.

Copy: Mr. J. A. Agro, Jr.
Mr. N. J. Pedersen
Mr. W. R. Clingan
Mr. R. J. Finck
Ms. G. Seward
Mr. M. Snyder
Mr. A. M. Capizzi
Mr. R. D. Douglass
Mr. S. R. McHenry
Mr. J. L. White
Mr. R. M. Ravenscroft
Mr. J. Ross
Contract M-401-504-372
Montgomery County File
Secretary's File

I-270/Montrose Road Interchange Agreement

This agreement, made and entered into this 23rd day of October 1986 by and between the State Highway Administration of the Maryland Department of Transportation hereinafter called the "ADMINISTRATION"; and Montgomery County, a political subdivision of the State of Maryland, hereinafter called the "COUNTY"; and the Fortune Parc Development Corporation, a private developer and owner of record of land tracts to the west of I-270 at Montrose Road, and Key Development Corporation and Snowden River Corporation (the last two named corporations to the extent of property owned by each and subject to transfer to the Administration by this agreement) hereinafter called "FORTUNE PARC"; and Westmont Associates, a Virginia Limited Partnership, and Tower Dawson Limited Partnership, private developers and owners of record of land tracts to the east of I-270 at Montrose Road, hereinafter together called "WESTMONT".

WITNESSETH:

Whereas, it is the mutual desire of the ADMINISTRATION, COUNTY, FORTUNE PARC and WESTMONT to improve the I-270/Montrose Road Interchange, identified as Alternate 3A on the Montrose Road/I-270 Access Concept Plan, dated October 17, 1985 and marked Exhibit #1, to provide additional vehicular access, capacity, and improved geometrics, hereinafter called the "PROJECT".

NOW, THEREFORE, THIS AGREEMENT WITNESSED: That for and in consideration of the mutual covenants and promises among the parties hereto, and in further consideration of the sum of One Dollar ($1.00) paid each to the other, the ADMINISTRATION, COUNTY, FORTUNE PARC and WESTMONT agree as follows:

A. Design and Construction

1. The ADMINISTRATION shall be responsible for the preliminary and final design of the PROJECT, shown in Exhibit #1; except as noted in Clause A-4. All parties shall have the right to review and comment upon Preliminary Investigation Plans and Final Review Plans.

2. The ADMINISTRATION shall be responsible for contract preparation, advertisement, and the bid process for the PROJECT; except as noted in Clause A-4. The ADMINISTRATION shall be responsible for construction of all elements of the PROJECT except as specifically stated otherwise herein.

3. The ADMINISTRATION shall be responsible for all requirements of the ADMINISTRATION and Federal Highway Administration inspection and certification procedures; with the exception of the portion of the PROJECT detailed in Clause A-4.

4. WESTMONT shall design and construct the connection of Westmont Boulevard to Montrose Road, the related widening of the north side of Montrose Road from Monroe Street to the gore area of Ramp D, and install the new traffic signal at the Westmont Boulevard/Montrose Road intersection.

5. All contracts for and management of work on the portion of the PROJECT identified in Clause A-4 shall be the responsibility of WESTMONT for which the ADMINISTRATION assumes no legal liability. WESTMONT agrees to save the ADMINISTRATION and the COUNTY harmless from all law or equity suits, occasioned by WESTMONT'S negligence or willful misconduct arising from or out of said design and construction activities.

6. WESTMONT shall be responsible for construction supervision on that portion of the PROJECT identified in Clause A-4. Standard development procedures relative to inspection, certification and construction specifications will be in accordance with City of Rockville specifications. The COUNTY shall be responsible for design review and construction supervision for the related widening of the north side of Montrose Road from Monroe Street to the gore area of Ramp D that will be performed by WESTMONT.

7. Before any work on the portion of the PROJECT identified in Clause A-4 is commenced, WESTMONT shall acquire all necessary performance bonds, construction bonds and all insurance required by the COUNTY and the City of Rockville. All design and construction

work shall be performed in accordance with procedures and specifications approved by the COUNTY and the City of Rockville.

8. The ADMINISTRATION shall evaluate the landscaping and fencing proposed by WESTMONT, and FORTUNE PARC and shall implement if appropriate. Any additional costs over the ADMINISTRATION alternative shall be the responsibility of the party that proposed the landscaping and fencing to the extent of implementation.

9. The ADMINISTRATION will construct I-270 in the vicinity of Montrose Road as a closed section. WESTMONT shall grant a revertible drainage easement, eight (8) feet wide, adjacent to the ADMINISTRATION right-of-way line at no cost to the ADMINISTRATION. This easement shall revert to WESTMONT following completion of the planned storm water management system that will incorporate drainage from this slope easement.

10. The drainage from northbound I-270 north of Ramp D shall exit ADMINISTRATION right-of-way at existing stream locations and where the streams drain onto land owned by WESTMONT, shall be conveyed by WESTMONT in accordance with the regional storm water management plan. WESTMONT shall make no charge to the ADMINISTRATION for such conveyance.

11. The ADMINISTRATION will construct the southbound I-270 Collector-Distributor Road adjacent to FORTUNE PARC in a closed section. Where the roadway is constructed on fill, a retaining wall shall be provided to maintain the "green strip" along I-270. In areas where I-270 is constructed in cut, FORTUNE PARC will convey necessary right-of-way to the ADMINISTRATION at no cost. The ADMINISTRATION shall landscape these areas to continue the "green strip" along I-270.

12. Existing traffic signal equipment at the intersection of Monroe Street and Montrose Road shall be removed by the ADMINISTRATION and returned to the COUNTY upon completion of the construction detailed in Clause A-4.

13. FORTUNE PARC and the ADMINISTRATION shall cooperate in developing a Storm Water Quality Management Facility and program on the west side of I-270 to treat projected run-off generated by the expansion of I-270 and, if possible, the development of FORTUNE PARC as well. FORTUNE PARC and the ADMINISTRATION may then jointly fund the construction of a storm water quality management facility based on a percentage of water treated calculated by dividing the water treated by each party into the sum of the water treated by both parties. The locations of the facility may be in the vicinity of parcel 4, station #542 as shown on sheet 28 of the Project Inspection

Plans for the PROJECT or other options suitable to the Maryland Department of Natural Resources. If land owned by FORTUNE PARC is needed and used to construct such a facility, the ADMINISTRATION shall pay FORTUNE PARC for such land in accordance with Clauses B-2 and B-3 of this Agreement; said land cost could also be applied to FORTUNE PARC'S share of the total cost of the facility if such a combined facility is found to be feasible.

B. Right-of-Way

1. The ADMINISTRATION shall acquire all of Parcels 1 and 2 as shown in Exhibit #2. The determination of the value of the parcels shall be made in accordance with the procedure outlined in Clauses B-2 and B-3 of this Agreement or fixed by condemnation proceedings.

2. All parcels described in Section B of this Agreement shall be valued according to the following procedure; two independent fee appraisers shall be chosen in accordance with the ADMINISTRATION procurement procedures to value said parcels; the ADMINISTRATION shall be the contracting party for the appraisers, and shall pay for the appraisals; the ADMINISTRATION shall be reimbursed for the cost of the appraisal(s) of Parcel 1 by WESTMONT.

3. All appraisals shall be done in accordance with guidelines established by the ADMINISTRATION as set forth in the ADMINISTRATION publication Guidelines For Right-of-Way Appraisals; the appraisals shall be reviewed by the ADMINISTRATION'S Bureau of Appraisal Review, which shall have the sole authority, under this Agreement, to determine just compensation/fair market value.

4. FORTUNE PARC and WESTMONT agree to a fee simple transfer of right-of-way to the ADMINISTRATION prior to the ADMINISTRATION'S advertising date for the PROJECT, and agree to grant right of entry by the ADMINISTRATION as follows:

   a. WESTMONT and FORTUNE PARC agree to grant to the ADMINISTRATION its agents or assigns an immediate right of entry to the parcels identified in this agreement for transfer to the ADMINISTRATION for construction of I-270 and other projects associated with this project.

   b. Said right of entry shall become effective as of the date of execution of this agreement.

5. WESTMONT shall reimburse the ADMINISTRATION for the cost of acquiring Parcel 1 as shown on Exhibit #2.

a. Parcel 1 is the right-of-way necessary for the construction of Ramps I and J, not already owned by the ADMINISTRATION. This parcel also provides the right-of-way necessary for the widening of Ramps J/D, and any right-of-way required for Ramp I in addition to that required for Ramp D without a retaining wall. These areas shall be determined based on crosssections developed during the PROJECT'S design phase by the ADMINISTRATION.

b. Said costs include the cost of land, improvements, if any, severance damages to the remaining lands of any parcels partially acquired, in accordance with the terms of this paragraph, uneconomic remnants acquired, the cost of appraisers fees and related rights-of-way costs. Severance damage to the remaining lands of any parcels partially acquired, which acquisition or remnant results from acquisition of Parcel 1 or any part thereof, shall be apportioned between the ADMINISTRATION and WESTMONT based on each party's pro rata share which is based on each party's percentage amount of the total amount of the fee simple area acquired from that parcel.

c. Rights-of-Way costs include salary and wages and administrative and general expenses applied at the prevailing rate on the basis of direct labor plus other related costs. These administrative and general expenses shall include payroll burden and other related overhead costs.

d. Should condemnation be necessary, WESTMONT shall reimburse the ADMINISTRATION for all costs necessary for the condemnation action.

e. Reimbursement by WESTMONT as detailed in this Clause shall be accomplished within 30 days of receipt of billing by the ADMINISTRATION.

f. The determination of the value of Parcel 1 shall be made in accordance with the procedure outlined in Clauses B-2 and B-3 of this Agreement or the amount fixed by condemnation proceedings.

6. The ADMINISTRATION owns Parcel 6 as shown in Exhibit #3. Subject to the approval of the Board of Public Works, the ADMINISTRATION shall transfer that portion of Parcel 6 which is not needed for the widening of I-270, to the City of Rockville to be used as right-of-way for Westmont Boulevard.

7. The ADMINISTRATION owns Parcel 7, as shown in Exhibit #3, which was previously purchased from Francis Gilmore, Item 26037. WESTMONT is the owner of Parcel 9 as shown in Exhibit #3. Subject to the approval of the Board of Public Works, the ADMINISTRATION agrees to convey by land exchange, Parcel 7 to WESTMONT and WESTMONT agrees to convey, by land exchange, Parcel 9 to the ADMINISTRATION based upon the relative appraised values for each parcel as the fair market value is established in accordance with Clauses B-2 and B-3 of this Agreement. Based upon a comparison of the appraisals, the party whose land is appraised at the lower value shall pay the difference to the other party.

8. Parcel 5 is that portion of ADMINISTRATION owned right-of-way needed for Ramp J as shown in Exhibit #2. WESTMONT shall reimburse the ADMINISTRATION for the fair market value of Parcel 5, as it is required for the construction of Ramp J serving Westmont Boulevard. The determination of fair market value for Parcel 5 will be made in accordance with the procedure outlined in Clauses B-2 and B-3 of this Agreement. Severance damages and uneconomical remnants shall not be assessed to WESTMONT in connection with Parcel 5.

9. FORTUNE PARC shall convey Parcel 3 and cut slope areas necessary for the I-270 widening to the ADMINISTRATION at no additional cost to the ADMINISTRATION.

10. The ADMINISTRATION shall acquire a portion of Parcel 8 as an alternate access to the closing of existing Watkins Road as detailed in the provisions of the Memorandum of Understanding between the ADMINISTRATION and FORTUNE PARC as shown in Exhibit #6.

11. FORTUNE PARC shall provide a permanent easement for public use from Watkins Avenue and Ramp K to the road network to be constructed through Parcel 8. The easement shall be at such location so as to permit the aforesaid junction, shall be of such width as is necessary to accommodate all necessary road and utility improvements and shall be of a length required to facilitate the transition between Watkins Avenue, the internal road system of FORTUNE PARC and the internal road system created in parcel 8, and meet all necessary COUNTY and City of Rockville standards.

12. FORTUNE PARC shall convey to the ADMINISTRATION at no cost, the strip of right-of-way from Parcel 4 needed for the widening of Montrose Road. FORTUNE PARC agrees to the ADMINISTRATION'S acquisition of the right-of-way line of through highway access controls on Montrose Road as shown in Exhibit #2, at no additional cost to the ADMINISTRATION.

13. FORTUNE PARC shall not seek damages from the ADMINISTRATION for access denial onto Montrose Road.

14. In consideration of the donation of right-of-way of Parcel 3, the strip of right-of-way from Parcel 4 for the widening of Montrose Road, and the agreement to not seek damages from the ADMINISTRATION for access denial onto Montrose Road, the ADMINISTRATION will construct Ramp K, the bridge over Ramp K and provide access to FORTUNE PARC via Parcel 8, the latter purchased by the ADMINISTRATION.

15. FORTUNE PARC and WESTMONT agree to waive any challenge and the issue of necessity for the acquisition of any of the rights of way described herein.

16. If the Board of Public Works does not approve transfer of any parcel listed above, the remaining provisions of this agreement shall remain in effect

C. Maintenance

1. Following notification to the contractor that the ADMINISTRATION has accepted the completed construction of the PROJECT for maintenance, the ADMINISTRATION shall notify the appropriate parties, as detailed in this section of the Agreement that said PROJECT is complete. With this notification, the responsibility for maintenance is transferred to the appropriate party as detailed in this Agreement and shown on Exhibit #4.

2. Following completion of the PROJECT, the ADMINISTRATION shall be responsible for maintenance of Ramps A, B, C, D, E, F, G, H, I, J, the Montrose Road Bridge over I-270 and mainline Montrose Road from the gore of Ramp B to Westmont Boulevard and all retaining walls, piers and other necessary structures associated with the aforementioned segments of the PROJECT, as identified on Exhibit #4.

3. Following completion of the PROJECT and notification of same by the ADMINISTRATION, WESTMONT shall be responsible for the maintenance of Westmont Blvd., including all bridges, retaining walls, piers and other necessary structures associated with Westmont Boulevard as shown in exhibit #4, until such time as Westmont Boulevard is accepted for maintenance by the City of Rockville.

4. Following completion of the PROJECT and notification of same by the ADMINISTRATION, the COUNTY shall be responsible for the maintenance of mainline Montrose Road from Seven Locks Road to the gore of Ramp B, including the bridge for Montrose Road over Ramp K and from Westmont Blvd. to the eastern end of the PROJECT, including all local street entrances onto the south side of Montrose Road within the PROJECT, as shown in Exhibit #4.

5. Following completion of the PROJECT and notification of same by the ADMINISTRATION, the COUNTY shall be responsible for the maintenance of the access road to FORTUNE PARC constructed on Parcel 8 and Ramp K, exclusive of the associated Montrose Road Bridge over the ramp, until such time that FORTUNE PARC is annexed by the City of Rockville, at which time the COUNTY'S responsibility for maintenance of this portion of the PROJECT will cease.

D. Funding

1. Approval of the PROJECT by FHWA for Interstate participation is a prerequisite for ADMINISTRATION participation in this Agreement. Upon receipt of such approval, the ADMINISTRATION shall notify all

parties of the fact that such approval has been received, and that the agreement is binding upon all parties at that time.

2. The ADMINISTRATION shall be responsible for the design and construction costs for Ramps A, C, D, E, H, K, Ramp B to the gore on Montrose Road, Ramp G from the gore on Montrose Road, Ramp F to the gore on Montrose Road, and mainline Montrose Road from the gore of Ramp B to Westmont Blvd., including the Montrose Road Bridge over I-270 and all necessary retaining walls, piers or other structures associated with the aforementioned segments, with the exception of the Montrose Road bridge over Ramp I and the bridge for Ramp D over Ramp I, as provided in Exhibit #5.

3. WESTMONT shall be responsible for the design and construction costs for Westmont Boulevard, Ramps I, and J, the Westmont Boulevard intersection with those ramps, the bridge for Montrose Road and Ramp D over Ramp I, the widening of Montrose Road on the north side from the gore of Ramp D to Monroe Street and all bridges, retaining walls, and any other structures associated with this segment of the PROJECT as shown in Exhibit #5.

4. The COUNTY shall be responsible for the design and construction costs for the improvements to Montrose Road from Westmont Boulevard to the eastern project limits except for one lane on the north side of Montrose Road as described in Clause D-3 as shown in Exhibit #5. The COUNTY will also be responsible for costs of the removal of the existing signal equipment at the Monroe Street/Montrose Road intersection.

5. WESTMONT shall be responsible for the design, equipment and installation costs for the traffic signal installation at the intersection of Westmont Boulevard and Montrose Road.

6. WESTMONT shall secure a performance bond or provide a letter of credit from a suitable surety or bank mutually suitable to WESTMONT and the ADMINISTRATION identifying the ADMINISTRATION as receiver in case of default, as appropriate, for 150 percent of the amount of the estimated costs of the activities in Clause D-3 of this Agreement, the evidence of which shall be provided to the ADMINISTRATION by the guarantor, concurrently with the execution of this Agreement or within the (10) days of the approval of

the FHWA provided for in Clause D-1 hereof, whichever is later. The cost estimate and draft copy of the letter of credit or proof of performance bond shall be submitted by WESTMONT, in writing, to the ADMINISTRATION for review and concurrence prior to application for the letter of credit or proof of performance bond.

a. As payments are made by WESTMONT to pay for completed items under the Agreement, the amount of the letter of credit may be reduced proportionately by WESTMONT so that the amount of the letter of credit equals the then current unpaid amount due from WESTMONT pursuant to Paragraph D-6 hereof. When the payments hereunder have been paid in full, the ADMINISTRATION shall return the letter of credit to WESTMONT to the extent said letter of credit or such funds have not been drawn upon by the ADMINISTRATION in satisfaction of the obligations hereunder or reduced as aforesaid.

b. WESTMONT may furnish one or more letters of credit to fulfill its obligations hereunder. WESTMONT may also substitute or replace any such letter of credit with a new letter of credit in the amount equal to the unpaid balance of the sum remaining due at that time.

7. The COUNTY shall be responsible for the construction costs for mainline Montrose Road from Seven Locks Road to the gore of Ramp B and any structures associated with this segment of the PROJECT, with the exception of the bridge over Ramp K as shown in Exhibit #5.

8. Payment to the ADMINISTRATION for the actual non-Federal-aid share of the costs for each responsible party is due to the ADMINISTRATION 30 days after receipt of the appropriate invoice.

9. Actual costs and non-Federal-aid participation amounts will be determined by the contract award amount, and any additional real and true expenses incurred by the contractor(s) in appropriate performance of the contract.

E. General

1. The obligations of Westmont Associates and Tower Dawson Limited Partnership hereunder shall be joint and several.

2. One map set of exhibits shall prevail in case of discrepancies. That map set of exhibits shall be initialed by all parties.

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

4. This Agreement is assignable by WESTMONT in whole or in part with the consent of the ADMINISTRATION, which consent shall not be unreasonably withheld.

a. At the time of assignment the assignee shall provide the performance and payment bonds or letters of credit required of WESTMONT under paragraph D-6.

b. Such assignment and substitution of performance and payment bonds or letters of credit will then be deemed a release of WESTMONT from the Agreement and the ADMINISTRATION shall look solely to the said assignee for all the WESTMONT's performance and obligations hereunder.

c. Should the ADMINISTRATION decline to consent to the particular assignment, WESTMONT may nevertheless assign the Agreement by providing to the ADMINISTRATION, in place of the performance bond or letter of credit required in Paragraph D-6 hereof, an equal amount in cash or such other letter of credit as may be reasonably acceptable to the ADMINISTRATION.

d. Not withstanding the foregoing, either party jointly identified in this Agreement as WESTMONT may assign to the other party. Notice of such assignment shall be given to the ADMINISTRATION, and so long as the assignee substitutes assignees collaterial for the collaterial of the assignor the ADMINISTRATION shall approve such assignment, which approval shall fully and completely release the assignor from any and all further obligations under this Agreement.

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

WITNESS:

STATE HIGHWAY ADMINISTRATION

Hal Kassoff
State Highway Administrator

10/23 1986

Approved as to form and legal sufficiency:

Assistant Attorney General

Recommend for Approval

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

9/30 1986

19

Attest:

10/15/86

MONTGOMERY COUNTY, MARYLAND

BY:
Lewis T. Roberts
Acting Chief Administrative Officer

October 15, 1986

Approved as to form and legal sufficiency:

10/10/86
Assistant County Attorney

Recommend for Approval:

Robert S. McGarry, Director
Department of Transportation

19

WESTMONT ASSOCIATES, A
VIRGINIA LIMITED PARTNERSHIP

John T. Kenney
General Partner

August 5, 1986

TOWER DAWSON LIMITED
PARTNERSHIP

Albert Abramson
General Partner

August 12 1986

FORTUNE PARC DEVELOPMENT CORP.

David P. Murphy
Vice-President

SEPTEMBER 18 1986

KEY DEVELOPMENT CORPORATION

Robert W. Truland
Executive Vice President

18 SEPTEMBER 1986

SNOWDEN RIVER CORPORATION

Robert W. Truland
Executive Vice President

18 SEPTEMBER 1986

I-270/Montrose Road Interchange Agreement

Westmont Obligations Cost Estimates for Which a Letter of Credit or Performance Bond is Required

Item	Cost
1. Structure, Montrose Road over Ramp I	$1,012,320
2. Ramp I	$1,178,820
3. Ramp J	$ 271,950
4. Structure, Ramp D over Ramp I	$ 457,320
5. Design Costs for items 1 through 4	$ 262,650
Total Costs	$3,183,060

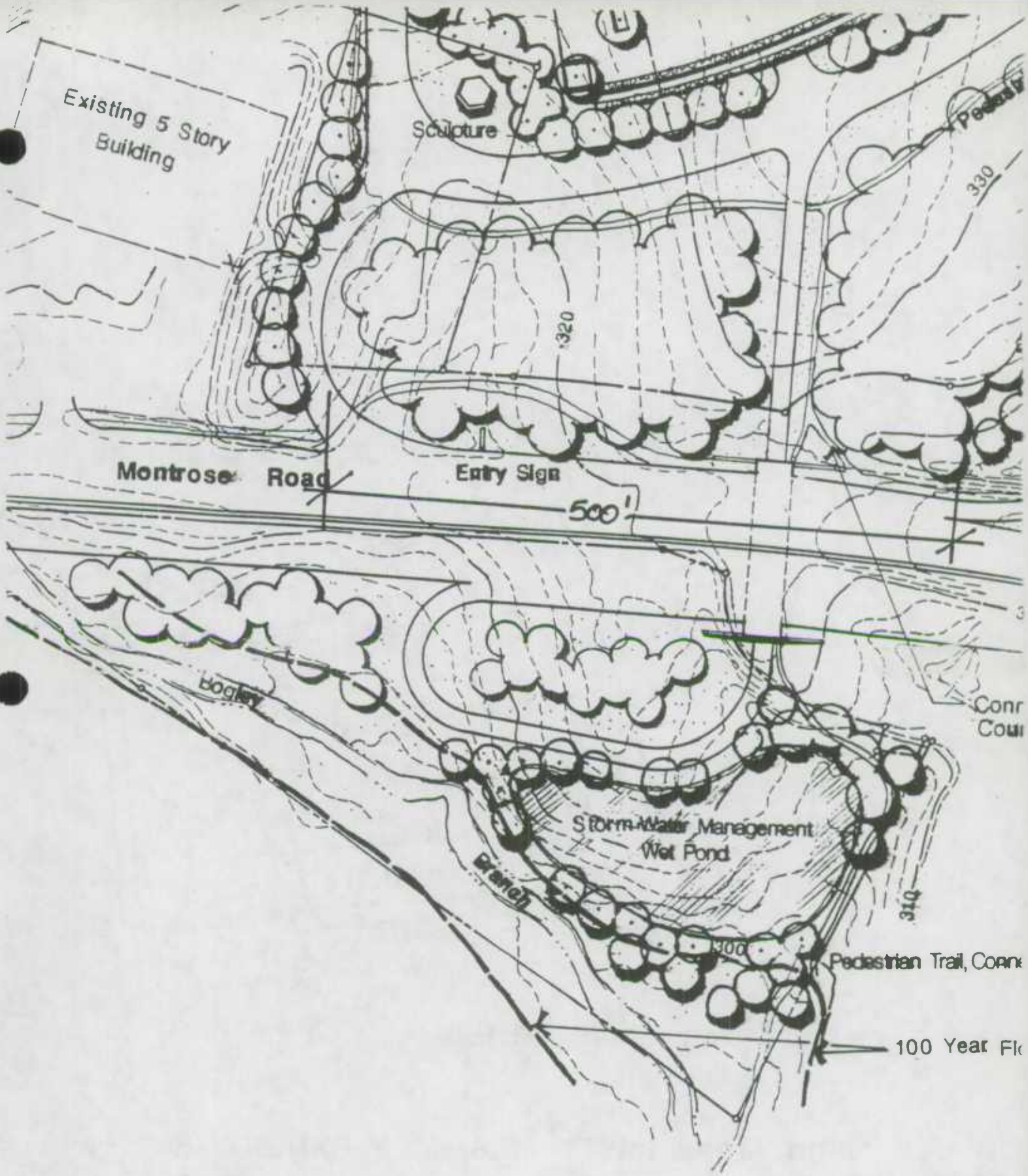
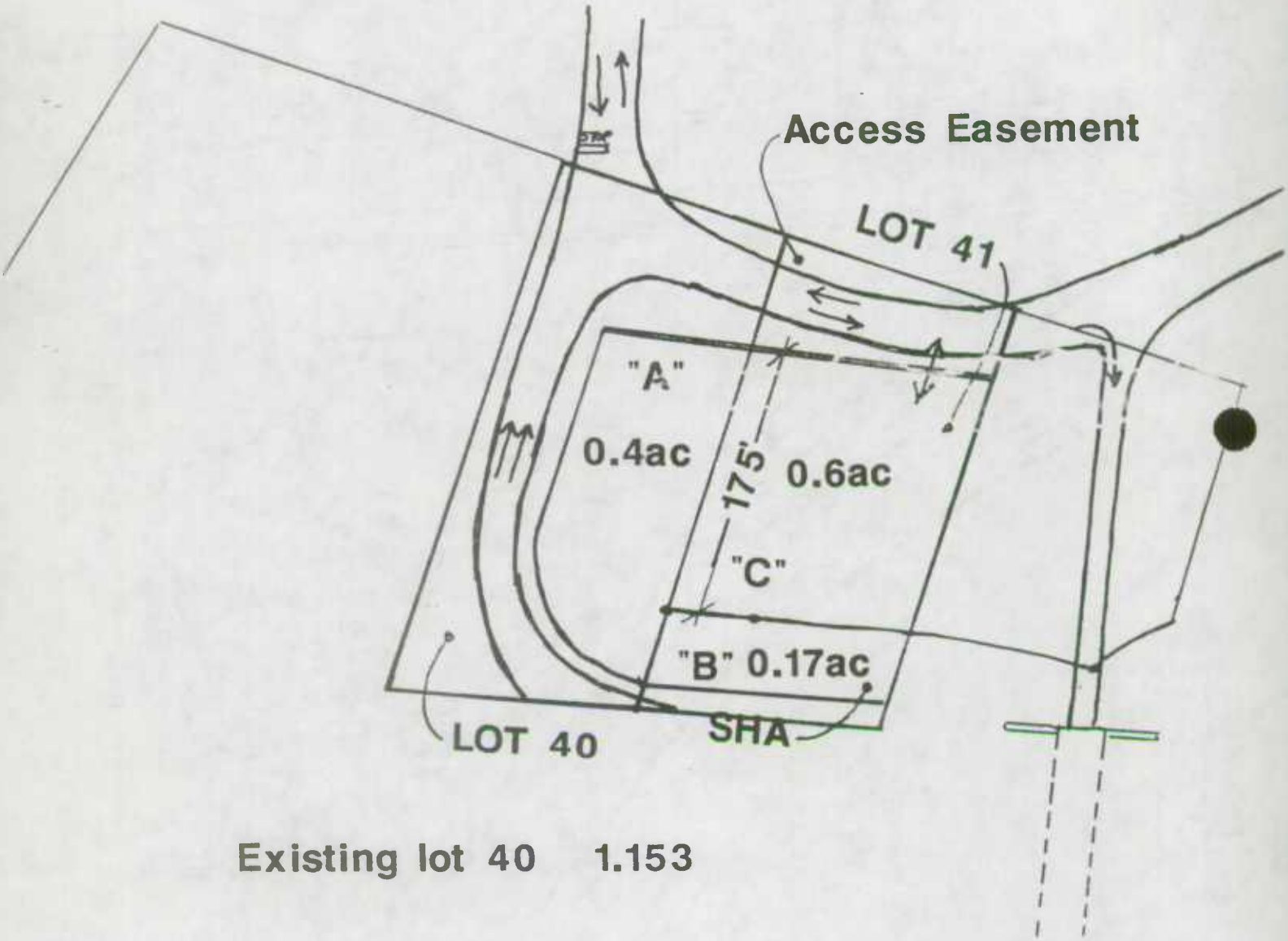


EXHIBIT A
9/3/86



Existing lot 40 1.153

Land Areas: lot 41 0.6

lot 40 0.40

SHA 0.17

TOTAL 1.17

EXHIBIT B

Scale: 1"-100'

September 3, 1986

Subject: Montgomery County
I-270/Montrose Road Interchange
M- - -372; PDMS 151023
Four Party Agreement

MEMORANDUM OF UNDERSTANDING between Fortune Parc Development Corporation (Fortune Parc) and the State Highway Administration (SHA) made September 3, 1986.

This Memorandum of Understanding is in resolution of the issue raised by Mr. Cohen concerning the proposed condemnation of Lot 40, Wheel of Fortune subdivision.

The access configuration and location shall be as shown on the attached, Exhibit A. This will necessitate the acquisition by the SHA of a portion of Lot 40, however apporoximately .4 acres will not be required for right-of-way. The approximate location of this .4 acres is shown on Exhibit B, attached and is labeled Parcel A.

The SHA now owns approximately .17 acres labeled as Parcel B on Exhibit B. Fortune Parc shall convey to SHA for fair market value, as determined by independent fee appraisers hired by the SHA, the lower 175' of Lot 41, approximately .6 acres of the parcel labeled Parcel C on Exhibit B. Parcel C is to be adjusted in size so that together with Parcel A and Parcel B the combined reconfigured lot (Reconfigured Lot) will be at least equal to the total square footage on Lot 40.

The conditions agreed to are as follows:

1. The SHA constructs, at its expense, the intervening roadway connecting the ingress and egress ramps shown on Exhibits A & B if necessary to provide access to the Reconfigured Lot prior to the construction of such roadway by Fortune Parc.

2. The access to the Reconfigured Lot shall be only from the intervening roadway referred to in item 1 above.

3. In the event SHA determines that the stub of Watkins Avenue is surplus property, Fortune Parc reserves the option to exchange Parcel C shown on Exhibit C for an equal amount of such surplus right-of-way. It is understood that the approval of this exchange will, require approval of the Board of Public Works.

4. Mr. Cohen has requested an underground connection from the Reconfigured Lot to his present building on Montrose Road. Fortune Parc has no objection to this request so long as there is no cost to it.

5. Fortune Parc agrees to implement its obligation hereunder within 60 days of a written request by SHA together with documents for execution.

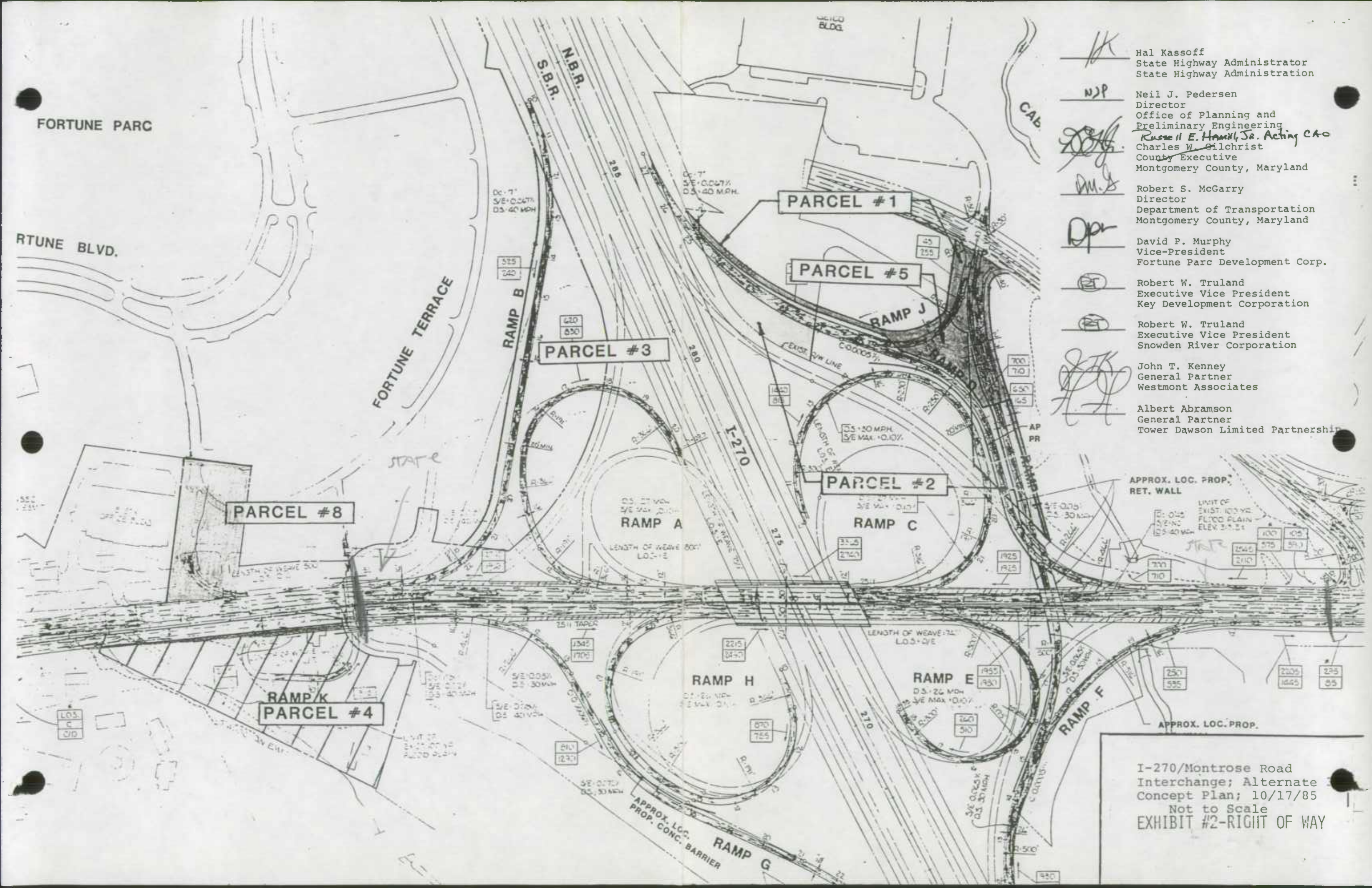
State Highway Administration

BY _____
Hal Kassoff, Administrator

Fortune Parc Development Corporation

BY _____
David Murphy, Director of Development

/Montrose Road
Interchange Alternate 3A
EXHIBIT #6
Memorandum of Understanding
Parcel 8



Hal Kassoff
State Highway Administrator
State Highway Administration

Neil J. Pedersen
Director
Office of Planning and
Preliminary Engineering

Russell E. Hamill, Jr. Acting CAO
Charles W. Gilchrist
County Executive
Montgomery County, Maryland

Robert S. McGarry
Director
Department of Transportation
Montgomery County, Maryland

David P. Murphy
Vice-President
Fortune Parc Development Corp.

Robert W. Truland
Executive Vice President
Key Development Corporation

Robert W. Truland
Executive Vice President
Snowden River Corporation

John T. Kenney
General Partner
Westmont Associates

Albert Abramson
General Partner
Tower Dawson Limited Partnership

I-270/Montrose Road
Interchange; Alternate
Concept Plan; 10/17/85
Not to Scale

EXHIBIT #2-RIGHT OF WAY

Subject: Montgomery County
I-270/Montrose Road Interchange
M- - -372; PDMS 151023
Four Party Agreement

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This Memorandum of Understanding is in resolution of the issue raised by Mr. Cohen concerning the proposed condemnation of Lot 40, Wheel of Fortune subdivision.

The access configuration and location shall be as shown on the attached, Exhibit A. This will necessitate the acquisition by the SHA of a portion of Lot 40, however apporoximately .4 acres will not be required for right-of-way. The approximate location of this .4 acres is shown on Exhibit B, attached and is labeled Parcel A.

The SHA now owns approximately .17 acres labeled as Parcel B on Exhibit B. Fortune Parc shall convey to SHA for fair market value, as determined by independent fee appraisers hired by the SHA, the lower 175' of Lot 41, approximately .6 acres of the parcel labeled Parcel C on Exhibit B. Parcel C is to be adjusted in size so that together with Parcel A and Parcel B the combined reconfigured lot (Reconfigured Lot) will be at least equal to the total square footage on Lot 40.

The conditions agreed to are as follows:

1. The SHA constructs, at its expense, the intervening roadway connecting the ingress and egress ramps shown on Exhibits A & B if necessary to provide access to the Reconfigured Lot prior to the construction of such roadway by Fortune Parc.

2. The access to the Reconfigured Lot shall be only from the intervening roadway referred to in item 1 above.

3. In the event SHA determines that the stub of Wackins Avenue is surplus property, Fortune Parc reserves the option to exchange Parcel C shown on Exhibit C for an equal amount of such surplus right-of-way. It is understood that the approval of this exchange will, require approval of the Board of Public Works.

4. Mr. Cohen has requested an underground connection from the Reconfigured Lot to his present building on Montrose Road. Fortune Parc has no objection to this request so long as there is no cost to it.

5. Fortune Parc agrees to implement its obligation hereunder within 60 days of a written request by SHA together with documents for execution.

State Highway Administration

BY _____
Hal Kassoff, Administrator

Fortune Parc Development Corporation

BY _____
David Murphy, Director of Development

I-270/Montrose Road
Interchange Alternate 3A
EXHIBIT #6
Memorandum of Understanding
Parcel 8

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, JULY 3, 1986
* * *

Administrator Kassoff executed agreement, later dated October 3, 1986, between Montgomery County and the State Highway Administration, concerning funding, planning, design, right-of-way, construction and maintenance for the Md. 118 project from Riffle Ford Road to Wisteria Drive and I-270 to Md. 355.

This agreement provides for the County to conduct the planning, design, right-of-way and construction phases of the project, under SHA supervision, for the relocation of Md. 118 on new alignment. The Administration will provide for all condemnations and contribute 30% of total project costs up to an upset limit of $3,231,000 and accept transfer of the constructed highway into the State system for maintenance.

Said agreement has been executed by both parties, recommended for approval by Director-Office of Planning & Preliminary Engineering Pedersen (SHA) and Acting Director-DOT McGarry (Mont. Co.), and approved as to form and legal sufficiency by Assistant Attorney General Rogers (SHA) and Assistant County Attorney Kramer (Mont. Co.). The original will remain in the Secretary's Office-SRC for Administration files and further distribution will be made internally.

Copy: Mr. J. A. Agro, Jr.
Mr. N. J. Pedersen
Mr. R. C. Pazourek
Mr. M. Snyder
Mr. J. L. White
Secretary's File
SHA-Montgomery County File

MARYLAND ROUTE 118 AGREEMENT

This agreement, executed in duplicate made and entered into this 3rd day of October, 1986, by and between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called the "ADMINISTRATION" and Montgomery County, a political subdivision of the State of Maryland, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, in recognition by the ADMINISTRATION and the COUNTY that MD 118 from Riffle Ford Road to MD 355 needs capacity and safety improvements, and:

WHEREAS, State funding is limited for secondary highway projects, and;

WHEREAS, the ADMINISTRATION does not intend to seek Federal funding for this project, and;

WHEREAS, the ADMINISTRATION and the COUNTY have encouraged local developers to form a "road club" for the purpose of funding and/or participating in the construction of MD 118 on a new alignment, from Wisteria Drive to I-270 under COUNTY and ADMINISTRATION supervision, and;

WHEREAS the ADMINISTRATION and the COUNTY mutually desire the relocation and improvement of MD 118 between Riffle Ford Road and Wisteria Drive and from I-270 to MD 355 to provide additional vehicular access, capacity, and improved geometrics, hereinafter called the PROJECT.

WHEREAS, the COUNTY desires and is willing to cooperate with the ADMINISTRATION in carrying out the PROJECT in accordance with the regulations and criteria of the State Highway Administration, Water Resources Administration and the Maryland Environmental Protection Act, and;

WHEREAS, the ADMINISTRATION and the COUNTY agree to the conditions set forth, contained herein under which the PROJECT will be implemented.

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

A. Planning and Design

1. The COUNTY agrees to make preliminary studies, perform project planning studies, conduct required public involvement, if any, prepare preliminary and final designs, prepare specifications, contract plans, right-of-way metes and bounds plats, and estimates with their own forces or by utilizing the services of consulting engineers. Consultant agreements, if any, and final contract plans shall be to State criteria and subject to prior review and approval of the ADMINISTRATION.

2. The COUNTY agrees to conduct project planning for the study in accordance with Maryland Environmental Protection Act procedures.

3. The COUNTY shall submit to the ADMINISTRATION completed studies at appropriate intervals for review and comment. Final approval for completed studies rests with the ADMINISTRATION.

4. The COUNTY shall submit the PROJECT construction plans to the ADMINISTRATION for review at the 30%, 60%, 90% and final stages of completion.

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

B. Right-of-Way

1. The COUNTY, using COUNTY staff and using ADMINISTRATION approved procedures and forms, agrees to accomplish preliminary right-of-way activities and to acquire all necessary right-of-way, titled to the State of Maryland for the use of the State Highway Administration.

2. The ADMINISTRATION shall obtain all Title Searches, after receiving all required preliminary information from the COUNTY for properties to be acquired, using forms, hourly rates and contract provisions for such services utilized by ADMINISTRATION. The ADMINISTRATION shall file all condemnation proceedings, litigate all condemnation cases, and conduct all settlements of condemnation cases.

3. The ADMINISTRATION and COUNTY shall jointly:
(a) agree to the selection of all Fee Appraisers solicited in accordance with the State Procurement Law (Comar 21);
(b) agree to all determinations of Fair Market Value/just compensation, as to form(s), fact(s), and reasonable conclusion(s) prior to any written offers being made;
(c) agree to the acceptance of all option contracts;

(d) agree to all relocation assistance studies and claims;

(e) agree to all proposed settlements above the approved appraisal amount.

4. The COUNTY shall pay all settlement costs on all acquistions upon submission of a settlement sheet by the ADMINISTRATION to the County.

C. Construction and Maintenance

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

2. Subject to approval by the ADMINISTRTAION, the COUNTY shall advertise for bids and award the contract for the performance of the work, and provide construction inspection engineering with its own forces, or with those of a consultant engineering firm, all as required in the construction of the work in accomplishment of approved plans. The COUNTY is responsible for addendums and red line revisions.

3. All construction work shall be performed in accordance with the Standard Specifications for Construction and Materials of the ADMINISTRATION or as specifically authorized by the ADMINISTRATION.

4. The COUNTY shall be responsible for construction supervision which shall be accomplished by the assignment of inspection personnel in the same number and of the same qualifications as would be appropriate on comparable ADMINISTRATION contracts. Inspection criteria will follow the latest ASTM or Standard Specification for Construction and Materials, standards, the latter taking precedent where conflict occurs and will be subject to review and modification by the ADMINISTRATION as necessary.

5. Construction of the PROJECT shall be subject at all times to inspection by representatives of the ADMINISTRATION so as to ensure full compliance with laws, rules and regulations. The ADMINISTRATION will assign a State Project Manager to act as liaison between the COUNTY and ADMINISTRATION. The County agrees to give the ADMINISTRATION Project Manager final authority over all aspects of construction materials and procedures.

6. In performing any work under, or in connection with this agreement, the consultant firm and the contractor shall comply with all applicable laws and regulations of the State of Maryland, relating to nondiscrimination in employment or hiring practices.

7. All materials incorporated in the PROJECT shall be tested and shall be incorporated in the work only when accepted as meeting the pertinent specifications. The testing laboratory and all laboratory proceedures for materials testing shall be certified by the ADMINISTRATION prior to initiation by the COUNTY.

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

9. The COUNTY agrees that all signs, signals, and markings shall conform to the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administration. The COUNTY will provide a striping and signing plan to the ADMINISTRATION for approval, prior to application of any signing and striping within the PROJECT.

10. The ADMINISTRATION agrees, upon completion of this PROJECT, including all permanent striping and signing, and in accordance with ADMINISTRATION plans and procedures, to accept ownership of and responsibility for maintenance of the roadway with the exact limits of such transfer to be determined during the design phase.

D. Funding

1. The COUNTY, at its own expense, shall undertake any and all contracts to construct the PROJECT.

2. The ADMINISTRATION, agrees to reimburse the COUNTY for all reasonable and documented actual costs incurred by the COUNTY for preliminary engineering, including any necessary studies, right-of-way acquisition, highway design, and construction. The Administration's reimbursements shall be 30% of total PROJECT

costs, exclusive of in-house administrative costs, such as staff salaries, etc. However, in no event shall the Administration reimbursement to the County exceed $3,231,000.00

3. The ADMINISTRATION reserves the right to review and approve Consultant contracts for the PROJECT prior to contract execution.

4. The COUNTY shall invoice the ADMINISTRATION on a quarterly basis for the cost of the work performed during the period. Monthly progress reports, including narrative shall be attached. The ADMINISTRATION agrees to reimburse the COUNTY within one hundred and eighty (180) days of receipt of any invoice for the properly invoiced items noted in paragraph D.2.

5. When the PROJECT has been completed and all costs determined, a final accounting shall be made to the ADMINISTRATION, and any adjustments to the ADMINISTRATION's cost responsibility, will be resolved accordingly.

E. General

1. All records pertaining to the PROJECT shall be available to appropriate ADMINISTRATION representatives at any time during design or

construction of the PROJECT, and shall be retained by the COUNTY in a readily available manner and location for not less than 5 years following completion of the PROJECT.

2. 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 for this AGREEMENT to be executed by their proper and duly authorized officers, on the day and year first above written.

WITNESS:

P. J. Heindl

STATE HIGHWAY ADMINISTRATION

Hal Kassoff
State Highway Administrator

7/3 1986

Approved as to form and legal sufficiency:

Assistant Attorney General

Recommend for Approval

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

October 3, 1986

June 30, 1986

ATTEST:

Luz G. Coletta

MONTGOMERY COUNTY, MARYLAND

BY: Charles W. Gilchrist
Charles W. Gilchrist
County Executive

October 3, 1986

Approved as to form and legal sufficiency:

Diane F. Kramer
Assistant County Attorney

Recommend for Approval:

Robert S. McGarry, Director
Department of Transportation
Acting Director

_____ 19__

done

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

January 16, 1986

Director Pedersen, Office of Planning and Preliminary Engineering, executed two (2) road transfer agreements dated November 26, 1985 between the State Highway Administration, the City of Gaithersburg, and Montgomery County relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

Montgomery County to SHA

MD 124

MD 124 Relocated from existing MD 124 (Quince Orchard Road) @ Raven Rock Drive to existing MD 124, 0.15 miles south of Purchase Street.
A total distance of ± 1.17 miles.

SHA to Montgomery County

GO 223

Old MD 124 (Quince Orchard Road) from Longdraft Road to Raven Rock Drive.
A total distance of ± 0.09 mile.

SHA to City of Gaithersburg

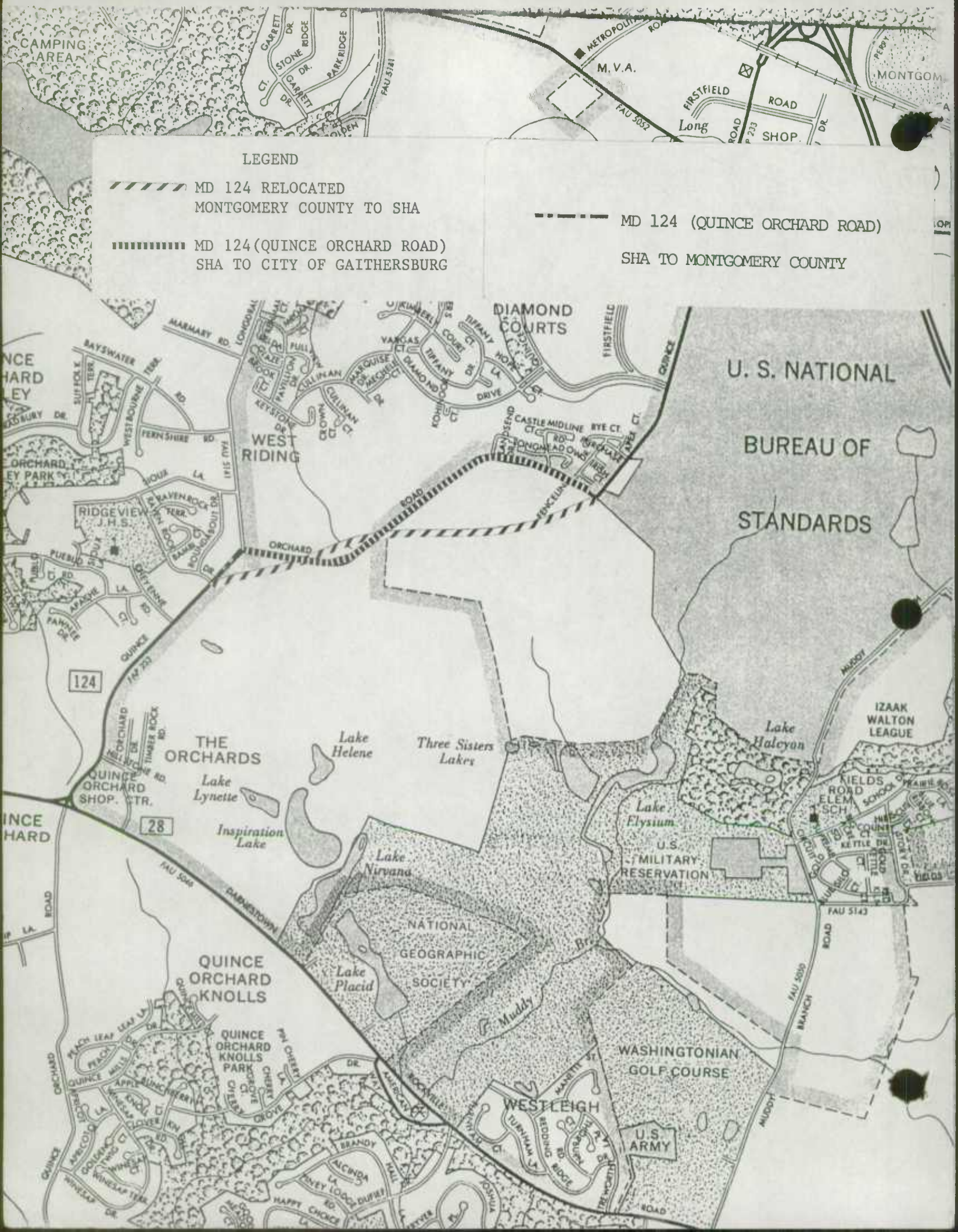
MU 6450
MU 6453
(DOSKOW)

Old Md 124 (Quince Orchard Road) from Longdraft Road to 0.15 miles south of Purchase Street.
A total distance of ± 0.88 mile.

Said agreements have previously been executed by the appropriate City and County officials and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

ATL:sdc

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


LEGEND
MD 124 RELOCATED
MONTGOMERY COUNTY TO SHA
MD 124 (QUINCE ORCHARD ROAD)
SHA TO CITY OF GAITHERSBURG
MD 124 (QUINCE ORCHARD ROAD)
SHA TO MONTGOMERY COUNTY
CAMPING AREA
M.V.A.
FIRSTFIELD ROAD
SHOP.
DIAMOND COURTS
WEST RIDING
U. S. NATIONAL BUREAU OF STANDARDS
RIDGEVIEW J.H.S.
THE ORCHARDS
Lake Helene
Three Sisters Lakes
Lake Lynette
Inspiration Lake
Lake Nirvana
Lake Halcyon
Lake Elysium
IZAAK WALTON LEAGUE
FIELDS ROAD ELEM. SCH.
U.S. MILITARY RESERVATION
QUINCE ORCHARD SHOP. CTR.
NATIONAL GEOGRAPHIC SOCIETY
Lake Placid
Muddy Br.
QUINCE ORCHARD KNOLLS
QUINCE ORCHARD KNOLLS PARK
WASHINGTONIAN GOLF COURSE
WESTLEIGH
U.S. ARMY
124
28

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

November 15, 1985

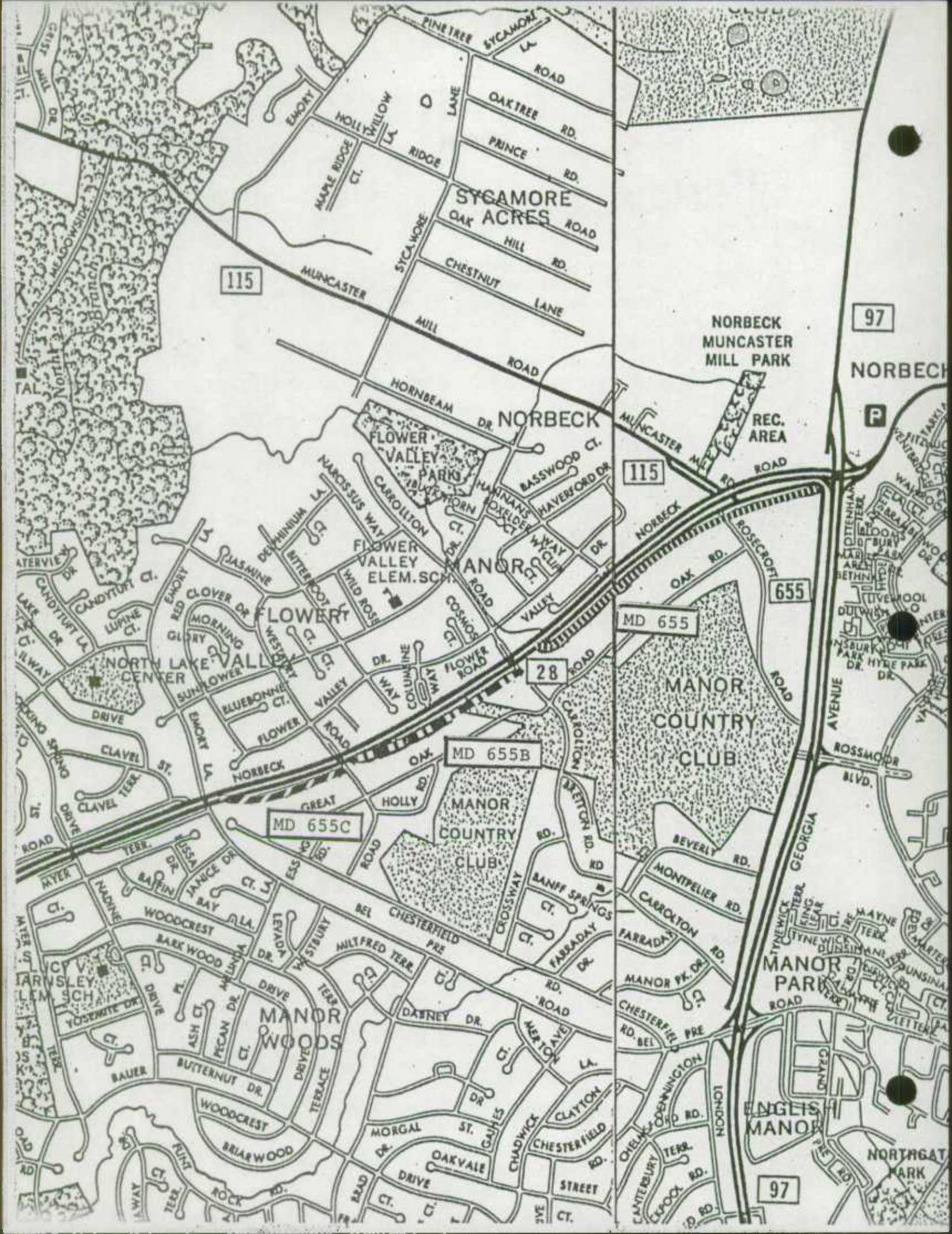
Director Pedersen, Office of Planning and Preliminary Engineering has approved the following route number designations in Montgomery County:

- Old MD 28 from MD 655 to Relocated MD 28, East of Carrollton Road has been designated as MD 655
- Old MD 28 from Carrollton Road to Relocated MD 28, 0.02 mile East of Westbury Road has been designated as MD 655B
- Old MD 28 from Westbury Road to Relocated MD 28, 0.03 mile East of Bel Pre Road has been designated as MD 655C

These proposals have been reviewed and concurred in by Metropolitan District Engineer Michael Snyder, Deputy Chief Engineer-Traffic T. Hicks, Deputy Chief Engineer - Bridge Development E. S. Freedman and the Bureau of Highway Planning and Program Development.

GLS:elh

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


SYCAMORE ACRES
NORBECK
FLOWER VALLEY PARK
FLOWER VALLEY ELEM. SCH.
FLOWER VALLEY
NORTH LAKE CENTER
MANOR COUNTRY CLUB
MANOR WOODS
NORBECK MUNCASTER MILL PARK
REC. AREA
MANOR PARK
ENGLISH MANOR
NORTHGATE PARK
MUNCASTER MILL ROAD
NORBECK ROAD
OAK HILL RD.
CHESTNUT LANE
HORNBEAM DR.
ROSEMOOR BLVD.
GEORGIA AVENUE
MD 655
MD 655B
MD 655C
115
97
655
28

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

October 17, 1984

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated October 16, 1984 between the State Highway Administration and Montgomery County relative to the transfer of the following described sections of highway, subject to the conditions more fully set forth in the agreement.

State Highway Administration to Montgomery County

Co.5376

Maryland Route 118 (Germantown Road) from North of
Middlebrook Road to Wisteria Drive
A total distance of ±0.25 mile

Montgomery County to State Highway Administration

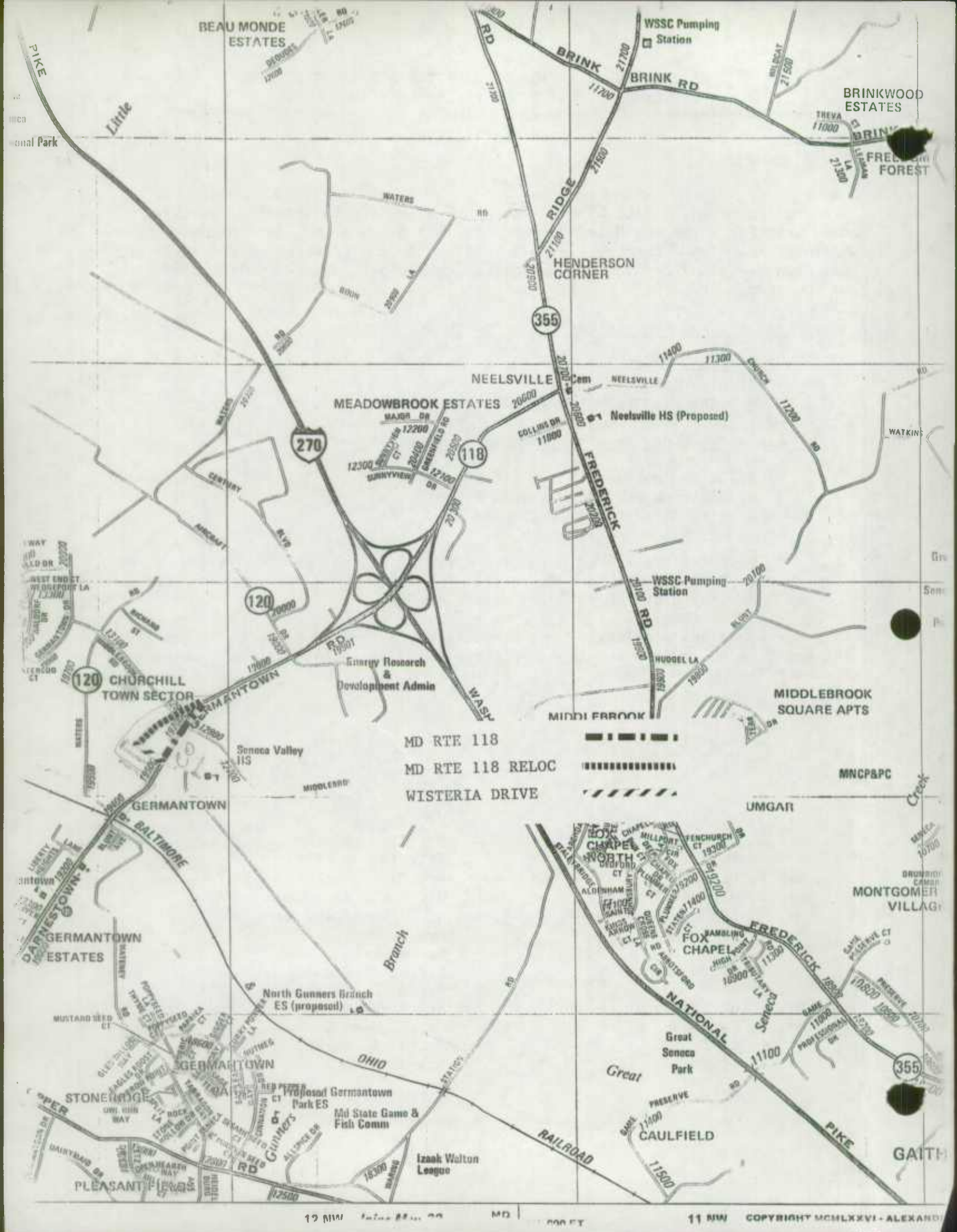
Relocated Maryland Route 118 from North of
Middlebrook Road to Wisteria Drive
A total distance of ±0.19 mile

Wisteria Drive from Relocated Maryland Route 118
to Existing Maryland Route 118
A total distance of ±0.09 mile

To be Transferred To the County upon Relocation of MD 118

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

cc: Mr. J. A. Agro, Jr.
Mr. G. E. Dailey
Mr. C. T. Carter
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. M. Snyder
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. E. W. Ensor, Jr.
Mr. W. Carlson
Mr. L. E. Rent
Mr. L. Plummer
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. D. Ramsey
Mr. J. S. Koehn
Mr. J. Shea



THIS AGREEMENT made this 16th day of October, 19 84, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Montgomery 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 118 (Germantown Rd.)
from North of Middlebrook Rd. to
Wisteria Drive
A total distance of ±0.25 mile.

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

1. The effective date of transfer shall be upon completion and acceptance by the State of Relocated MD 118 from Middlebrook Rd. to Wisteria Drive and Wisteria Drive from Relocated MD 118 to existing MD 118.

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

3. The basis for the allocation of funds will include the additional ±0.25 mile in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.

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

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

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

IT IS FURTHER UNDERSTOOD AND AGREED that in consideration of the aforegoing the "County" has agreed to transfer the hereinafter described sections of road unto the "Highway Administration" and the "Highway Administration" has agreed to accept same as an integral part of State Highway System.

Relocated Maryland Route 118 from
North of Middlebrook Road to
Wisteria Drive
A total distance of ±0.19 mile.

Wisteria Drive from Relocated
Maryland Route 118 to Existing
Maryland Route 118
A total distance of ±0.09 mile.

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

1. The effective date of transfer shall be upon completion of the subject portions of roadway by the developers and upon acceptance by the County and subsequently acceptance by the State.

2. That, if and when, Relocated Maryland Route 118 is extended Southward towards the Baltimore and Ohio Railroad, Wisteria Drive from Relocated Maryland 118 will be transferred back into the County Road System on an as-is basis.

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

4. The "Highway Administration" accepts jurisdiction for the maintenance of the said roads as of the effective date of transfer.

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: Neil J. Pedersen

Director, Office of Planning and Preliminary Engineering

Approved as to form & legal sufficiency this 5 day of July, 1984.

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Chief Engineer

Montgomery County, Maryland

WITNESS:

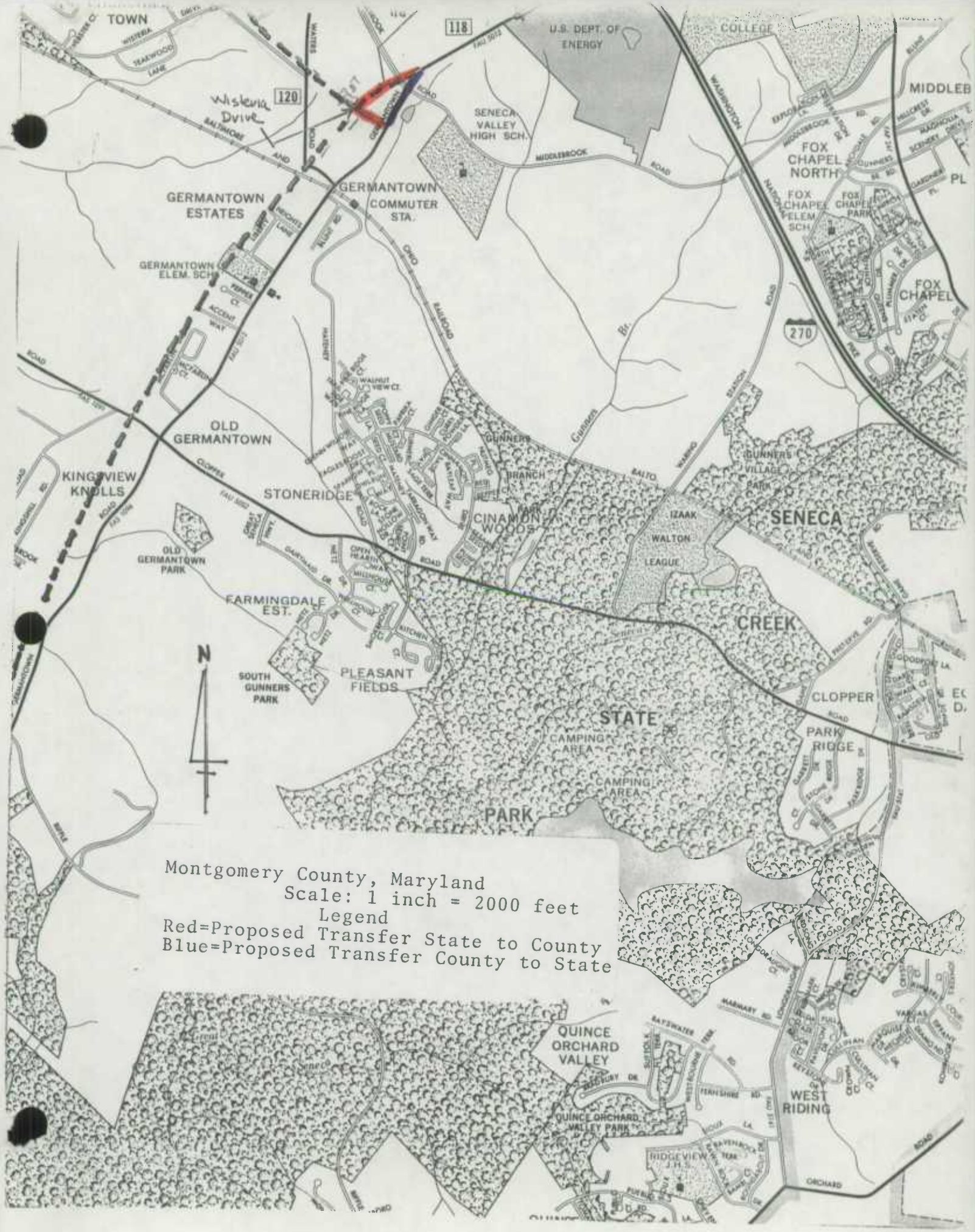
Clerk

By: Charles W. Gilchrist

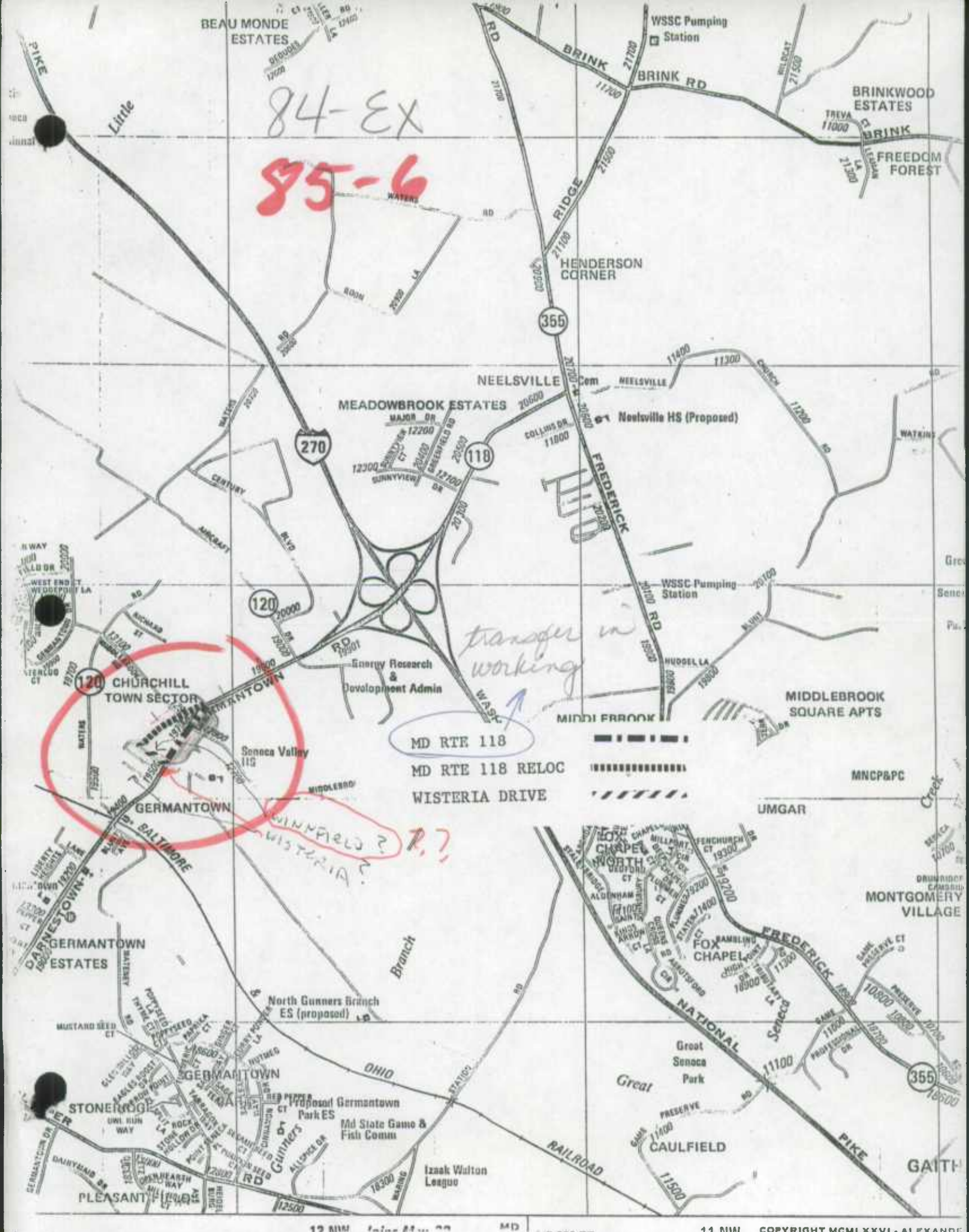
County Executive

Approved as to form & legal sufficiency this 13th day of July, 1984

Ass't County Attorney



Montgomery County, Maryland
Scale: 1 inch = 2000 feet
Legend
Red=Proposed Transfer State to County
Blue=Proposed Transfer County to State


84-EX
85-6
BEAU MONDE ESTATES
WSSC Pumping Station
BRINK RD
BRINKWOOD ESTATES
FREEDOM FOREST
HENDERSON CORNER
NEELSVILLE
MEADOWBROOK ESTATES
Neelsville HS (Proposed)
FREDERICK
WSSC Pumping Station
transfer in working
Energy Research & Development Admin
CHURCHILL TOWN SECTOR
GERMANTOWN
Seneca Valley HS
MIDDLEBROOK SQUARE APTS
MIDDLEBROOK
MD RTE 118
MD RTE 118 RELOC
WISTERIA DRIVE
MNCP&PC
UMGAR
WINNFIELD ?
WISTERIA ?
FOX CHAPEL NORTH
MONTGOMERY VILLAGE
GERMANTOWN ESTATES
North Gunners Branch ES (proposed)
FOX CHAPEL
NATIONAL
Great Seneca Park
GERMANTOWN
STONEHOUSE
Proposed Germantown Park ES
Md State Game & Fish Comm
CAULFIELD
Izaak Walton League
PLEASANT HILL
GAITH
RAILROAD
OHIO
PIKE
COPYRIGHT MCMLXXVI - ALEXANDE

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

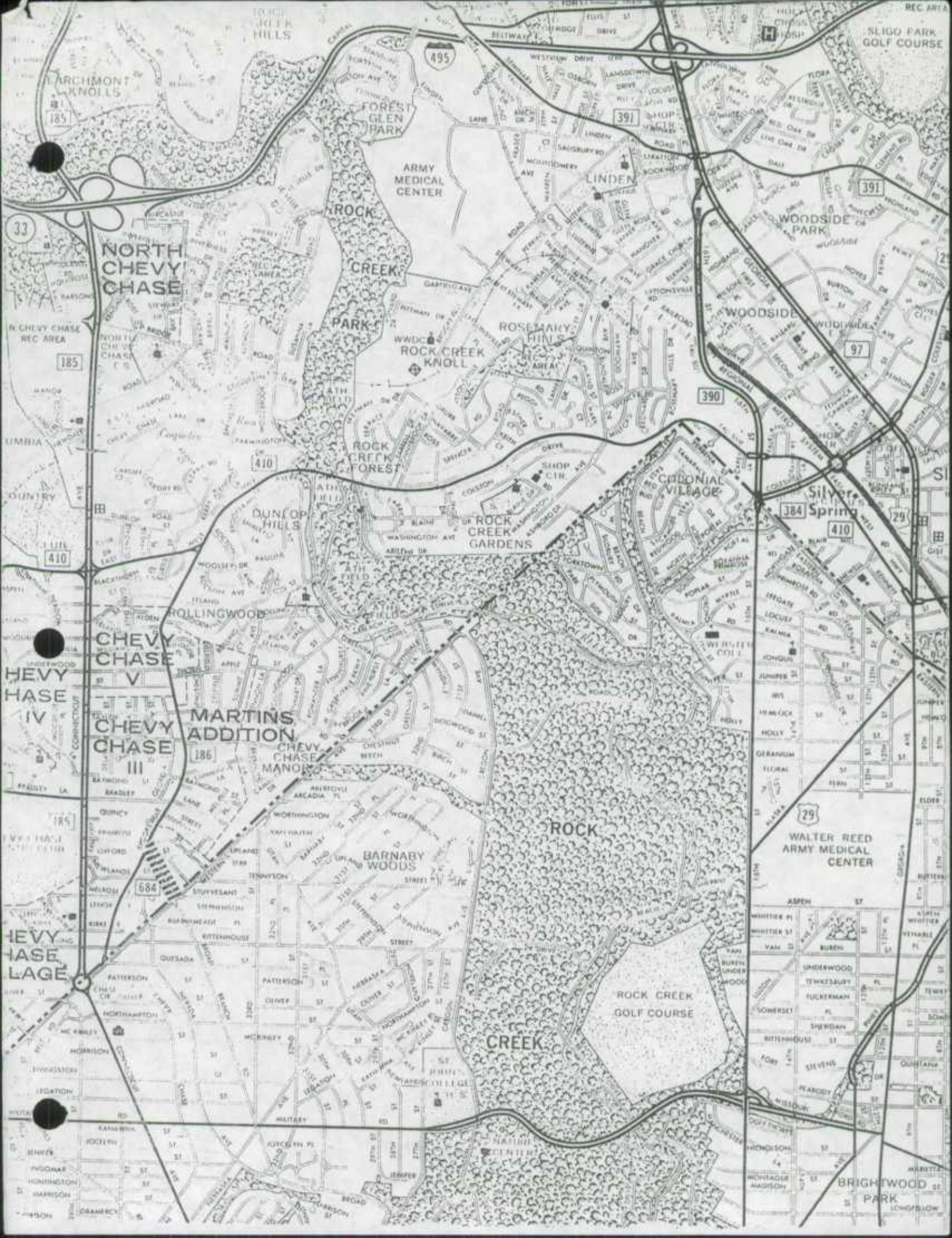
January 5, 1983

Director Kassoff, Office of Planning and Preliminary Engineering, executed an agreement dated January 4, 1983 between the State Highway Administration and Chevy Chase Village, Montgomery County, Maryland, relative to the transfer by the Administration to the Village of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement.

Maryland Route 684 from the District of Columbia
Line to Maryland Route 186 (Brookeville Road).
A total distance of ± 0.23 mile.

Said agreement had previously been executed by the Chairman of the Village Board of Managers and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

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


SLIGO PARK GOLF COURSE
LARCHMONT KNOLLS
FOREST GLEN PARK
ARMY MEDICAL CENTER
LINDEN
WOODSIDE PARK
NORTH CHEVY CHASE
ROCK CREEK PARK
ROSEMARY HILLS
ROCK CREEK KNOLL
WOODSIDE
ROCK CREEK FOREST
COLONIAL VILLAGE
Silver Spring
DUNLOP HILLS
ROCK CREEK GARDENS
ROLLINGWOOD
CHEVY CHASE V
CHEVY CHASE IV
CHEVY CHASE III
MARTINS ADDITION
CHEVY CHASE MANOR
BARNABY WOODS
ROCK
WALTER REED ARMY MEDICAL CENTER
ROCK CREEK GOLF COURSE
CREEK
BRIGHTWOOD PARK

THIS AGREEMENT made this 4th day of January, 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 Chevy Chase Village, Montgomery County, Maryland, hereinafter referred to as "Village," party of the second part.

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

WHEREAS, it has been determined that the conveyance of the subject section of State Highway to the "Village" will result in a reduction in 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 "Village", and the "Village" has agreed to accept same as an integral part of the Village Street 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 "Village" and the

LAW OFFICES
LAMBERT, FURLOW,
FELMAN & HALDEMAN
SUITE 310
10-A MONROE STREET
ROCKVILLE, MD.
340-1140

"Village" 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 Village Highway System.

Maryland Route 684 from the District
of Columbia Line to Maryland Route
186 (Brookeville Road)
A total distance of ± 0.18 mile.

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

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

2. The aforegoing mileage will be included in the inventory as of

3. The basis for the allocation of funds will include the additional ± 0.18 mile in the allocation to the Village beginning July 1, 1983.

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

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

LAW OFFICES
LAMBERT, FURLOW
ADELMAN & HALDEMAN
SUITE 310
200-A MONROE STREET
ROCKVILLE, MD.
340-1140

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. Neubauer
Chief, Bureau of Highway Statistics

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION.

WITNESS:

Rena Levitz

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

Approved as to form and legal sufficiency this 27 day of Dec, 1982.

Norman Polsh
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

S. White Rhyne, Jr.
Chairman, Committee on Traffic and Roads

CHEVY CHASE VILLAGE
MONTGOMERY COUNTY, MARYLAND

WITNESS:

Joy Parker, Mgr.

By: Richard Shuart
Chairman, Board of Managers

Approved as to form and legal sufficiency this 8th day of November, 1982.

David Podolsky
Village Counsel

LAW OFFICES
LAMBERT, FURLOW,
ADELMAN & HALDEMAN
SUITE 310
200-A MONROE STREET
ROCKVILLE, MD.
340-1140

Maryland Department of Transportation

State Highway Administration

James J. O'Donnell
Secretary

M. S. Caltrider
Administrator

July 11, 1980

M E M O R A N D U M

TO: Mr. Carl E. Raith
Acting District Engineer
District #3

FROM: Wm. F. Schneider, Jr., Chief
Bureau of Highway Statistics

SUBJECT: Maryland Route 924 Redesignation

In response to a request by the Maryland National Capital Park and Planning Commission and the Montgomery County Department of Transportation, we are making the following route number changes:

> Maryland Routes 924 and 924A from Maryland Route 124 @ Maryland Route 117 to Maryland Route 355 will be redesignated as Maryland Routes 117 and 117A respectively.

For your information, we have attached a map segment indicating the route redesignation.

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

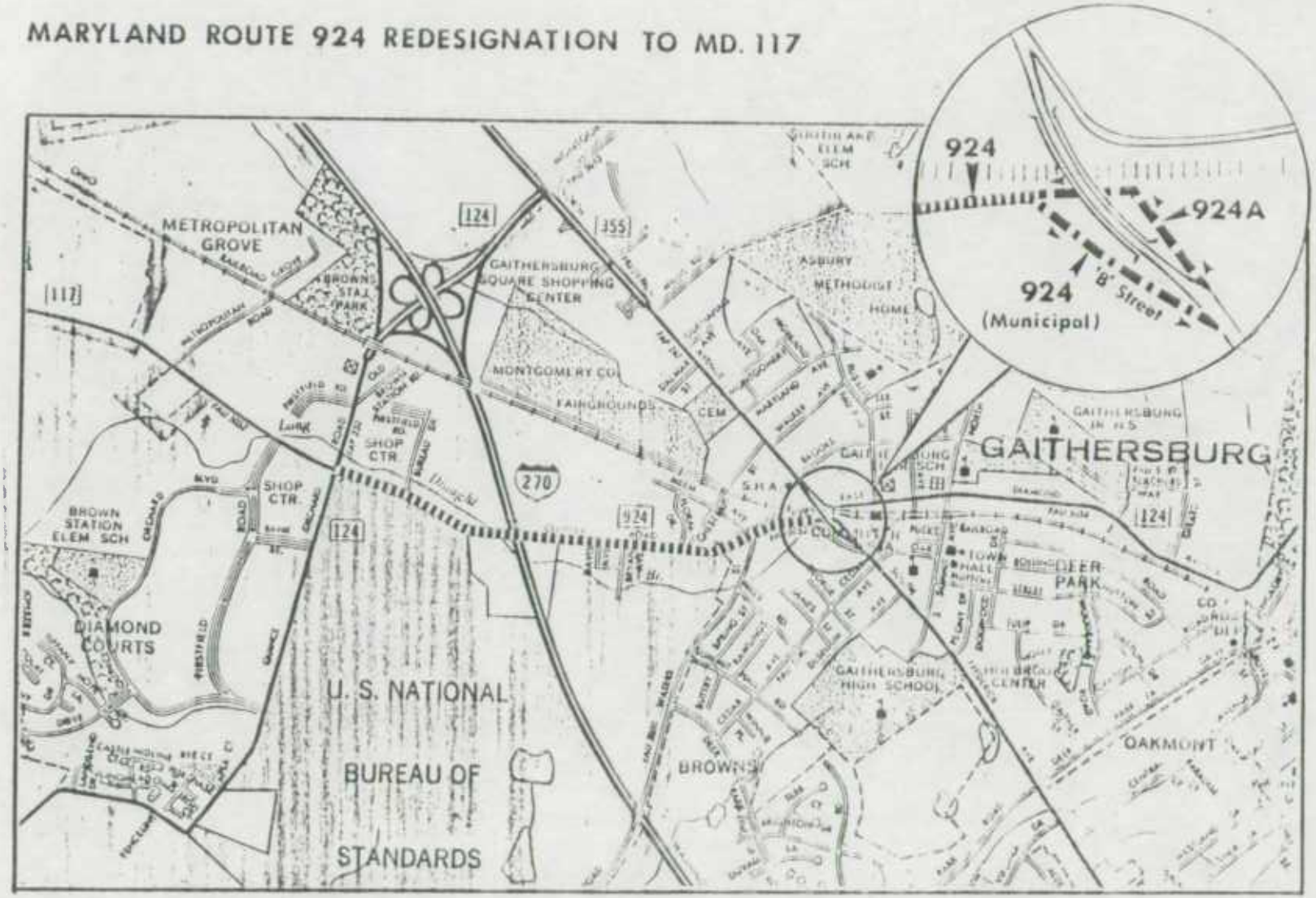
WFS:GLS:jk
Attachment

cc: M. S. Caltrider
F. J. Gottemoeller
W. K. Lee, III
H. Kassoff
A. L. Gardner
W. F. Lins, Jr.
T. Hicks
T. L. Cloonan
E. L. Davis
J. N. Day
E.S. Freedman
R. J. Houst
P. S. Jaworski
W. W. Knipple
C. Lee
A. T. Landon
P. A. Milash
S. M. Plemens
C. W. Reese
E. K. Roche
2nd Lieut. C. Troutman, Md. State Police
W. G. Schreiber
B. Sedgwick
B. L. Stewart
J. L. White
R. Ward, Tax Maps
A. F. Yurek

My telephone number is 383-4436

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

MARYLAND ROUTE 924 REDESIGNATION TO MD. 117



Map shows current Md. 924 designation,
which will be changed to Md. 117.
Making Md. 117 a continuous route to Md. 355.

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

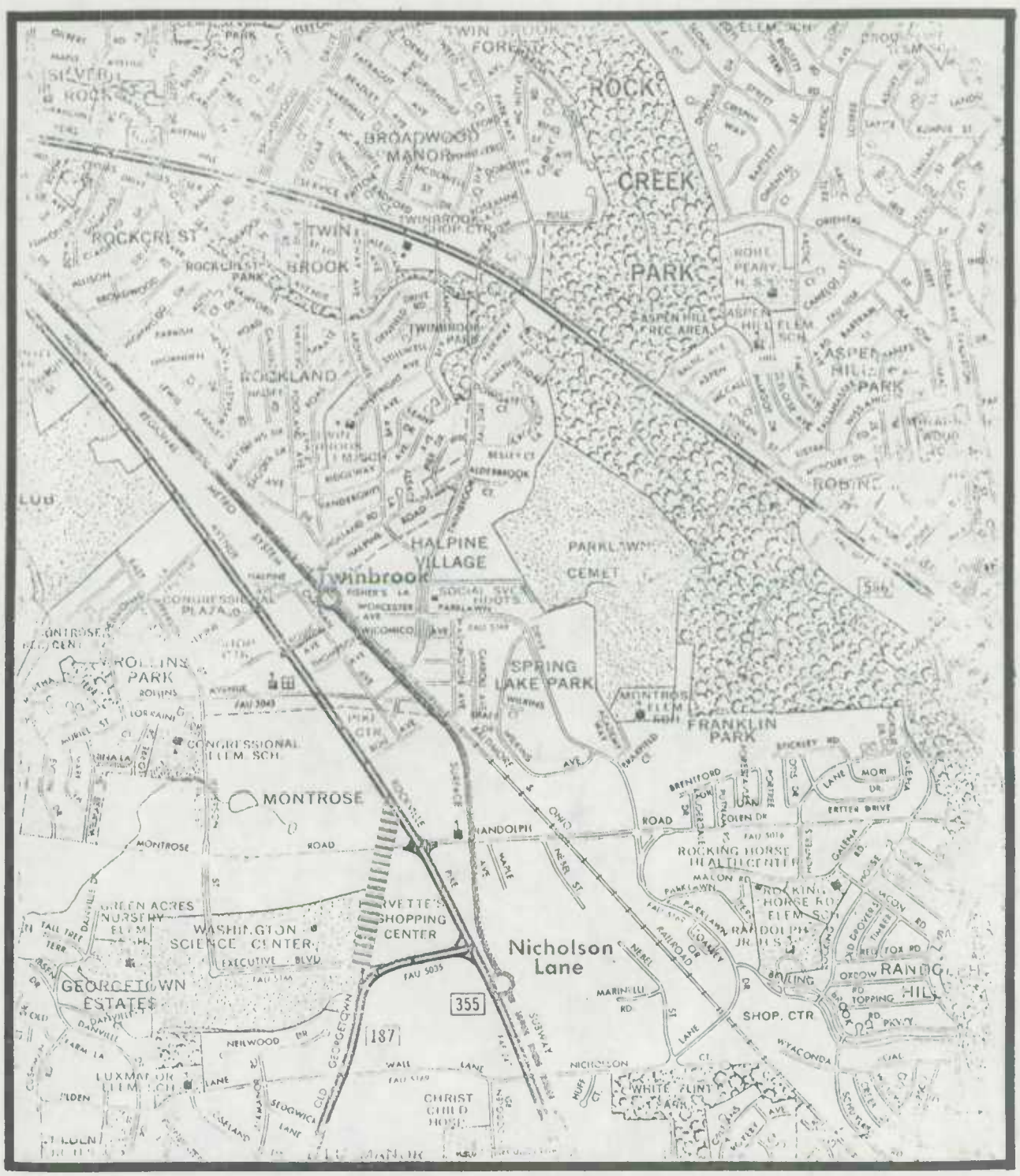
June 15, 1982

Director Kassoff, Office of Planning and Preliminary Engineering, executed an agreement dated June 11, 1982, between the State Highway Administration and Montgomery 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.

Md. 187A - from Md. 355 to Executive Boulevard (Co. 3239).
A total distance of ± 0.50 mile.

Said agreement had previously been executed by the County Executive for Montgomery 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. C. T. Carter
Mr. G. E. Dailey
Mr. H. Kassoff
Mr. E. T. Camponeschi
Mr. C. W. Reese
Mr. C. McCormick (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. C. P. Hyatt (2)
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. L. C. Pazourek
Mr. R. Weaver
Secretary's File



Md. 187A - from Md. 355 to Executive Boulevard (Co. 3239).
A total distance of ± 0.50 mile.

Maryland Department of Transportation

State Highway Administration

James J. O'Donnell
Secretary

M. S. Caltrider
Administrator

March 20, 1980

M E M O R A N D U M

TO: Mr. William L. Shook
District Engineer - District #3

FROM: Wm. F. Schneider, Jr., Chief
Bureau of Highway Statistics

SUBJECT: Route Number Designations
Maryland Route 28/609
Montgomery County

In response to your letter of March 7, 1980, and due to the alignment of existing Md. 609 at Norbeck, we are making the following route number changes.

> Md. 609, from the Md. 97/28 intersection to Md. 182, will be redesignated Md. 28, making Md. 28 a continuous route.
>
> The old section of Md. 609 which will be an access road to the proposed Park and Ride Lot will be designated Md. 928.

For your information, we have attached a map segment indicating the route number changes.

Should you have any questions or comments regarding these changes, please do not hesitate to contact this office.

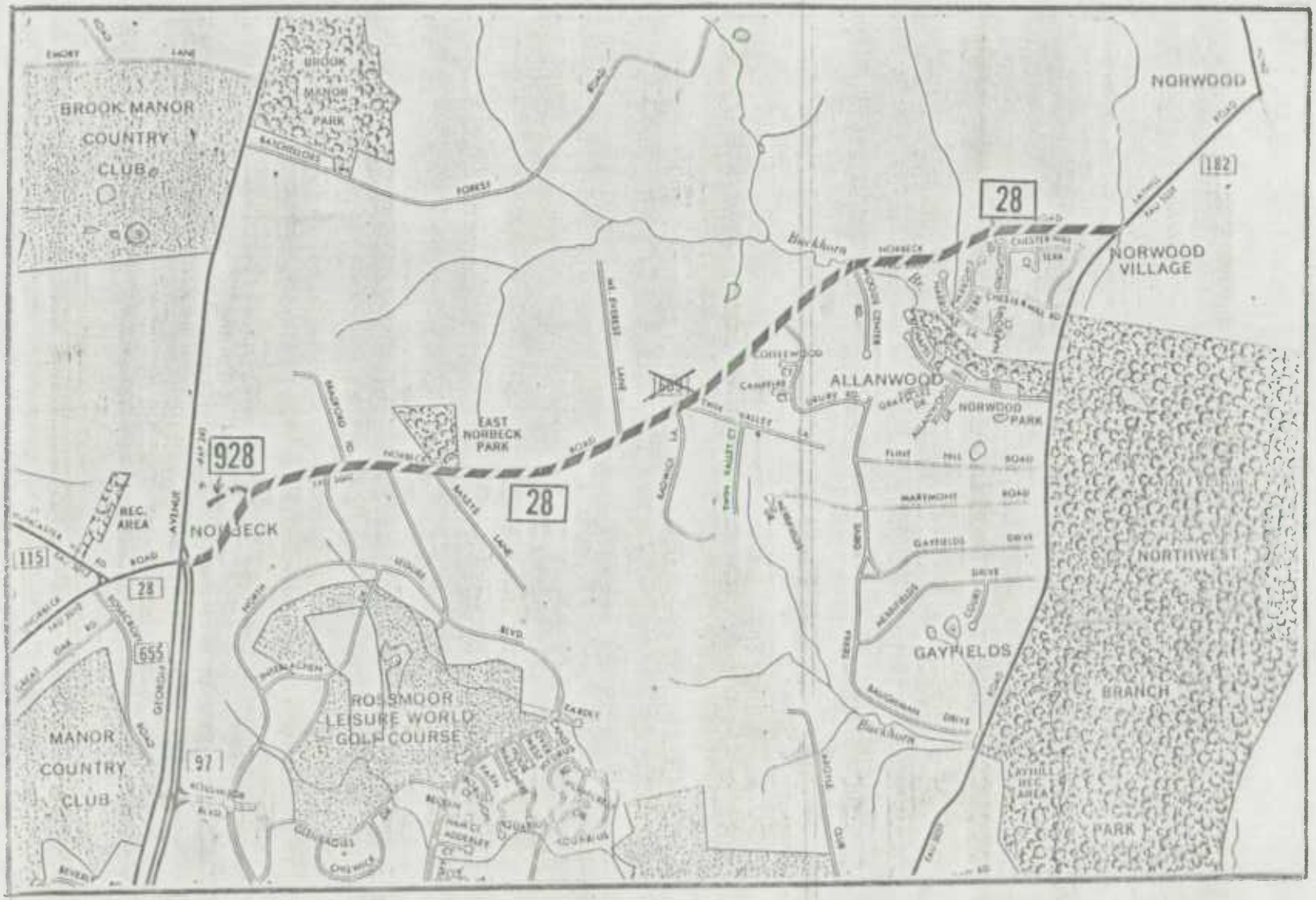
By: _____
Clyde P. Hyatt, Chief
Records Statistics Section

CPH:WRS:eh

Attachments

My telephone number is

cc: M. S. Caltrider
F.J. Gottemoeller
W. K. Lee III
H. Kassoff
A. L. Gardner
W. F. Lins, Jr.
T. Hicks
T. L. Cloonan
E. T. Camponeschi
E. L. Davis
R. C. Davison
J. N. Day
E. S. Freedman
St. J. Harvey - Md. State Police
P. S. Jaworski
W. W. Knipple
C. Lee
A. T. Landon
P. A. Milash
S. M. Plemens
C. W. Reese
E. K. Roche
W. J. Schreiber
B. Sedgwick
B. L. Stewart
J. L. White
R. Ward - Tax Maps
A. F. Yurek
minutes



Montgomery County - former Maryland Route 609 now Maryland Route 28

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

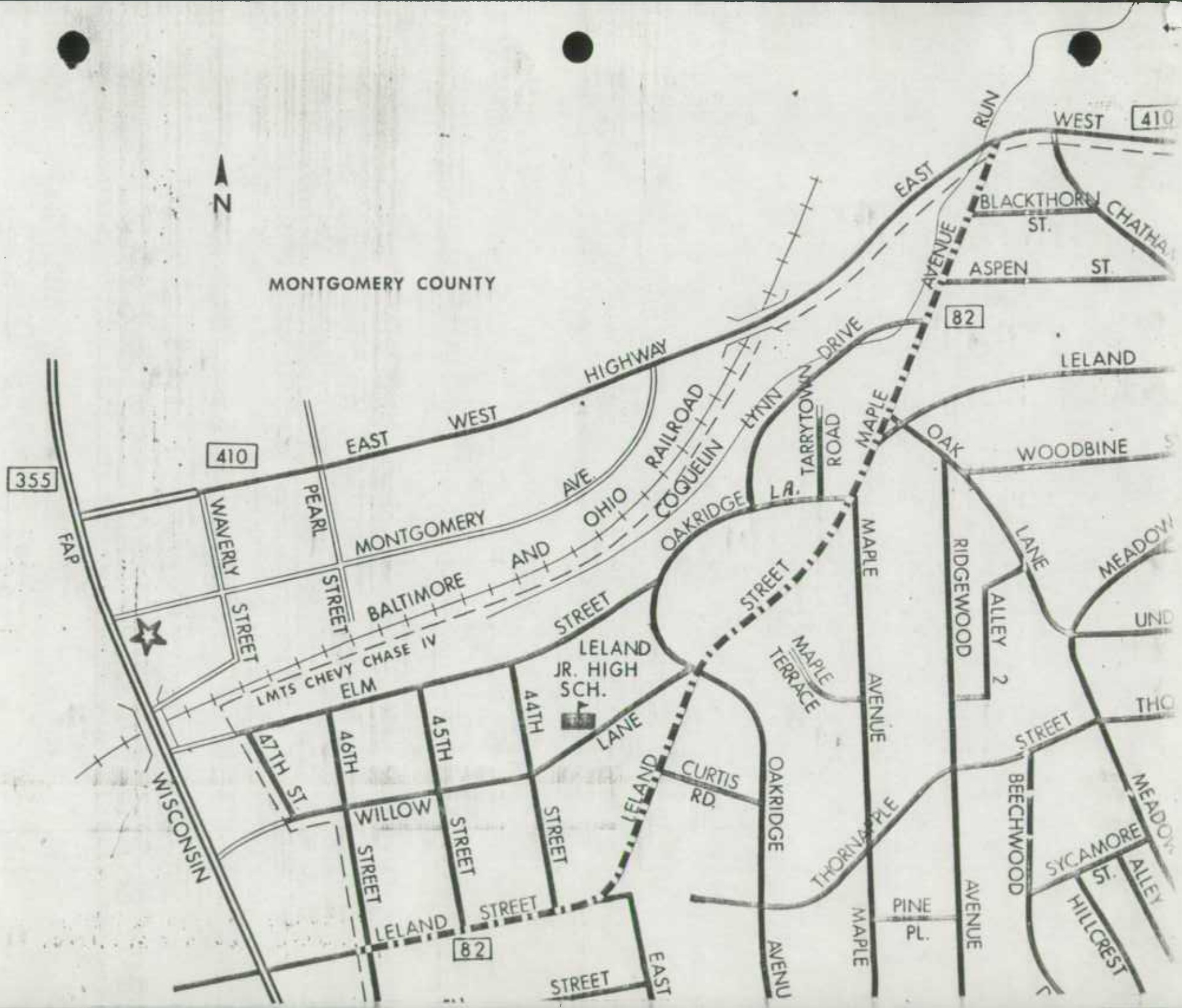
March 17, 1980

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement, dated March 14, 1980, between the State Highway Administration and the Town of Chevy Chase -Section Four, in Montgomery County, relative to the transfer by the Administration to the Town of the following described section of state constructed road, subject to the conditions more fully set forth in the agreement.

Md. 82 - from the Corporate Limits of Chevy Chase - Section Four, east of Md. 355 (Wisconsin Ave.) to Md. 410 (East-West Highway). A total distance of 0.78± mile.

Said agreement had previously been executed by the Chairman of Chevy Chase - section Four and approved as to form and legal sufficiency by Assistant Attorney General, Norman Polski.

cc: Mr. F. Gottemoeller
Mr. W. K. Lee, III
Mr. W. F. Lins, Jr.
Mr. A. L. Gardner
Mr. Hal Kassoff
Mr. C. W. Reese
Mr. W. L. Shook
Mr. J. M. Day
Mr. R. C. Pazourek
Mr. P. A. Milash
Mr. R. L. Daff
Mr. C. P. Hyatt (2) ✓ Minutes
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 (2)


N
MONTGOMERY COUNTY
355
410
EAST
WEST
HIGHWAY
WAVERLY
STREET
PEARL
STREET
MONTGOMERY
AVE.
OHIO
RAILROAD
COQUELIN
LYNN
DRIVE
TARRYTOWN
ROAD
OAKRIDGE
LA.
BALTIMORE
AND
CHEVY CHASE IV
LMTS
ELM
STREET
LELAND
JR. HIGH
SCH.
44TH
45TH
46TH
47TH ST.
WILLOW
STREET
LANE
LELAND
STREET
82
EAST
STREET
FAP
WISCONSIN
CURTIS
RD.
OAKRIDGE
AVENU
MAPLE
TERRACE
MAPLE
AVENUE
MAPLE
THORNAPLE
PINE
PL.
MAPLE
RIDGEWOOD
AVENUE
ALLEY 2
OAK
LANE
MAPLE
AVENUE
82
ASPEN
ST.
BLACKTHORN
ST.
WEST
410
EAST
RUN
LELAND
WOODBINE
MEADOW
UND
THO
STREET
BEECHWOOD
SYCAMORE
ST.
ALLEY
HILLCREST
MEADOW

THIS AGREEMENT made this 14th day of March 19[illegible], by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration" party of the first part, and the Town of Chevy Chase, Section Four, Montgomery County, Maryland, hereinafter referred to as "Town", party of the second part.

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

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in the consideration of $1.00 and good and valuable consideration, the receipt whereof is hereby acknowledged, the"Highway Adminis-

tration", party of the first part, does hereby transfer unto the "Town" and the "Town", party of the second part, does hereby accept from the "Highway Administration" jurisdiction over and responsibility for the maintenance of the following described section of State Highway for maintenance purposes, as part of the Municipal Highway System.

Md. 82 - from the Corporate Limits of Chevy Chase, Section Four, east of Md. 355 (Wisconsin Ave.) to Md. 410 (East-West Highway). A total distance of 0.78 mile.

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

1. The effective date of transfer shall be April 1, 1980.
2. The aforegoing mileage will be included in the Municipal Inventory as of July 1, 1980.
3. The basis for the allocation of funds will include the additional 0.78± mile in the allocation to the Town beginning July 1, 1980.
4. The transfer of said road is made on an as-is basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures.
5. The "Town" accepts jurisdiction over and responsibility for the maintenance of said road as of the effective date of transfer.

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

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

RECOMMENDED FOR APPROVAL:

Chief, Bureau of Highway Statistics

WITNESS:

Rena Lentz

STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By: _____
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 14 day of March, 19 80.

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Philip Evans, Town Manager

Town of Chevy Chase, Section Four

By: Haig Elvian
Haig Elvian, Chairman

WITNESS:

Marcha D. Cornwell

Approved as to form and legal sufficiency this 26 day of February 19 80.

Ronald L. Early
Town Attorney

MD 120 Part abandoned

CLARK • FINEFROCK & SACKETT, IN

ENGINEERS • PLANNERS • SURVEYORS

7135 MINSTREL WAY • COLUMBIA, MD 21045 • (301) 381-7500 BALTIMORE • (301

Maryland-National Capital Park & Planning Comm.	DATE Nov. 25, 1
8787 Georgia Avenue	RE: Churchill To
Silver Spring, MD 20910	Parcel CA
	Preliminary
ATTENTION: Charles Loehr	

RECEIVED
DOT NOV 28 1988 SHA
By Ener ing Vermin

GENTLEMEN:

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER THE FOLLOWING ITEMS:

☐ TRACINGS ☐ PRINTS ☐ COMPUTATIONS ☐ DESCRIPTIONS ☐ SPECIFICATIONS

☐ APPLICATIONS ☐ COPY OF LETTER ☒ Agreement

VIA: ☒ MAIL ☐ INSURED ☐ BY HAND ☐ MESSENGER ☐ PICK UP

COPIES	DATE OR NO.	DESCRIPTIONS
1		Abandonment Agreement for Waters Road (Md. Route #120) Recorded
		May 15, 1980 covering the area of referenced preliminary plan.

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR APPROVAL ☐ AS APPROVED BY

☐ FOR REVIEW ☐ AS SUBMITTED FOR APPROVAL TO

☒ FOR YOUR USE ☐

☐ AS REQUESTED BY ☐ PLEASE RETURN TO US AFTER USING

REMARKS: The Potomac Edison Right-of-Way shown on the plan was for power lines to tenent farm houses which has been abandoned.

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

CC: Sonny Lauer - SHA
Don Bohrer - MCDOT
Dave Flannigan - NV Land

SIGNED: Nelson Clark

Nelson Clark, P.E.

CLARK • FINEFROCK & SACKETT, INC.

ENGINEERS • PLANNERS • SURVEYORS

7135 MINSTREL WAY • COLUMBIA, MD 21045 • (301) 381-7500 BALTIMORE • (301) 621-8100 WASHINGTON

Maryland-National Capital Park & Planning Comm.	DATE Nov. 25, 1988 JOB NO.
8787 Georgia Avenue	RE: Churchill Town Sector
Silver Spring, MD 20910	Parcel CA
	Preliminary Plan 1-88279
ATTENTION: Charles Loehr	

RECEIVED
DOT NOV 28 1988 SHA
Bill Fear not Vermile

GENTLEMEN:

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER THE FOLLOWING ITEMS:

☐ TRACINGS ☐ PRINTS ☐ COMPUTATIONS ☐ DESCRIPTIONS ☐ SPECIFICATIONS

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1		Abandonment Agreement for Waters Road (Md. Route #120) Recorded
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THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ FOR APPROVAL ☐ AS APPROVED BY

☐ FOR REVIEW ☐ AS SUBMITTED FOR APPROVAL TO

☒ FOR YOUR USE ☐

☐ AS REQUESTED BY ☐ PLEASE RETURN TO US AFTER USING

REMARKS: The Potomac Edison Right-of-Way shown on the plan was for power lines to tenent farm houses which has been abandoned.

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

CC: Sonny Lauer - SHA
Don Bohrer - MCDOT
Dave Flannigan - NV Land

SIGNED: Nelson Clark

Nelson Clark, P.E.

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April, 1980, by and among FAIRCHILD ~~CORPORATION,~~ INDUSTRIES, INC. ~~FAIRCHILD STRADOS CORPORATION~~, GERMANTOWN DEVELOPMENT CORP., THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, THE POTOMAC EDISON COMPANY, MONTGOMERY COUNTY, MARYLAND, THE MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION, STATE HIGHWAY ADMINISTRATION, and GERMANTOWN INVESTMENTS ~~COMPANY~~ Co. Inc., and the BOARD OF PUBLIC WORKS OF MARYLAND.

W I T N E S S E T H :

WHEREAS, Fairchild ~~Corporation, Fairchild Strados Corporation,~~ INDUSTRIES, INC. Germantown Development Corp., The Prudential Insurance Company of America, and The Potomac Edison Company are the owners of certain parcels of land confronting and abutting Waters Road (Maryland Route 120) from its point of truncation on the westerly side of U. S. Interstate 270 to the point of Aircraft Drive adjacent to The Prudential Insurance Company of America and Germantown Development Corp. property line approximately 1800 feet north of the intersection of Maryland Route 120 and Century Boulevard, and

WHEREAS, Germantown Development Corp. and The Prudential Insurance Company of America are the owners of parcels of land confronting and abutting that portion of Aircraft Drive from its termination at Waters Road to a point approximately one-half mile north of Century Boulevard, and

WHEREAS, the Zoning and Highway Plan, comprising a part of the Comprehensive Amendment to the Master Plan for Germantown as approved by the Montgomery County Council, sitting as the District Council, by Resolution No. 7-1567, on January 8, 1974, contemplates the abandonment of the aforesaid streets and roads, and

WHEREAS, the parties hereto are all of the parties having an interest in the land confronting and abutting the roads intended to be abandoned, and

39.00 ACRES

WHEREAS, the Zoning and Highway Plan, adopted as aforesaid, makes adequate provision for the travelling public and no hardship, deprivation or inconvenience will be imposed upon the travelling public by virtue of the abandonment of the aforesaid roads, and

WHEREAS, under the authority of the decision of the Court of Appeals of Maryland, rendered in Ragan v. Susquehanna Power Company, 157 Md. 121 (1929), public roads may be abandoned and closed by agreement of the governmental bodies having jurisdiction and the property owners served, without recourse to the statutory procedures set forth in the Annotated Code of Maryland in Article 25,

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. Abandonment of Roads: That those certain public roads known as Waters Road and Aircraft Drive, as depicted upon the attached Exhibit "A"shall, from and after the recording of this instrument, be deemed abandoned and closed.

2. Title to Beds of Roads: That from and after the date of the recording of this instrument, title to the land within the beds and rights-of-way lines of the aforesaid roads, as depicted on Exhibit "A", shall be vested in the abutting and confronting property owners, to the center line thereof, or to the entire confronting bed or right-of-way, if any of said property owners confront both sides of said roads.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and on their respective behalfs by persons duly authorized to accomplish such execution.

FAIRCHILD ~~CORPORATION~~ INDUSTRIES, INC.

By: John D. Jackson
SECRETARY

~~FAIRCHILD STRADOS CORPORATION~~ JOHN D. JACKSON

~~By:~~ _____

GERMANTOWN DEVELOPMENT CORP.

By: _____
LeRoy E. Hoffberger, President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: _____
Vice President

THE POTOMAC EDISON COMPANY

By: _____
Paul M. Horst, Jr.
Vice President

MONTGOMERY COUNTY, MARYLAND

By: _____

THE MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION

By: _____
Acting Executive Director

STATE HIGHWAY ADMINISTRATION

By: _____

GERMANTOWN INVESTMENTS COMPANY

By: _____

EXECUTION OF:
FAIRCHILD ~~CORPORATION~~ INDUSTRIES, INC.

STATE OF MARYLAND)
ss.
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 5th day of March, 1980, before me, the undersigned officer, personally appeared JOHN D. JACKSON known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

_____
Notary Public

My commission expires:

Lois A. Wulf

GERMANTOWN DEVELOPMENT CORP.

By: _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: _____

THE POTOMAC EDISON COMPANY

By: _____

MONTGOMERY COUNTY, MARYLAND

By: _____

THE MARYLAND-NATIONAL CAPITAL PARK &
PLANNING COMMISSION

By: _____

STATE HIGHWAY ADMINISTRATION

By: _____

GERMANTOWN INVESTMENTS ~~COMPANY~~ Co. Tne.

By: _____ President

EXECUTION OF:

FAIRCHILD CORPORATION

STATE OF)
ss.
COUNTY OF)

I HEREBY CERTIFY that on this day of , 19 , before me, the undersigned officer, personally appeared known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

_____
Notary Public

My commission expires:

WITNESS:--

STATE HIGHWAY ADMINISTRATION of the
DEPARTMENT OF TRANSPORTATION

William J. Slacum

William J. Slacum

Approved as to Form and Legal Sufficiency

By: Frederick Gottemoeller (SEAL)
State Highway Administrator
Frederick

H. Gilbert Jr.

Assistant Attorney General

Harry Hughes (SEAL)
Governor of Maryland
Harry Hughes

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

William James (SEAL)
Treasurer of Maryland
William James

WITNESS:--

Edward L. Middleton

Secretary

Edward L. Middleton

Constituting the BOARD OF PUBLIC WORKS
OF MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 18th day of April, in the year 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared FREDERICK GOTTEMOELLER (D.A) FOR M. S. CALTRIDER

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.

Deborah J. Sanders

Notary Public

Deborah J. Sanders

My Commission expires 7/4/82

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

I HEREBY CERTIFY, that on this 14th day of May, in the year 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Harry Hughes - Governor of Maryland
Harry Hughes

Louis L. Goldstein - Comptroller of Maryland
Louis L. Goldstein

William James - Treasurer of Maryland
William James

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

WITNESS MY HAND AND NOTARIAL SEAL.

Marion J. Boschert

Notary Public

Notary Public

My Commission Expires 7/1/82

EXECUTION OF:

FAIRCHILD STRADOS CORPORATION

STATE OF)
ss.
COUNTY OF)

I HEREBY CERTIFY that on this day of , 1979, before me, the undersigned officer, personally appeared , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission expires:

EXECUTION OF:

GERMANTOWN INVESTMENTS COMPANY

STATE OF)
ss.
COUNTY OF)

I HEREBY CERTIFY that on this day of , 1979, before me, the undersigned officer, personally appeared , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission expires:

EXECUTION OF:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

~~STATE OF~~)
District of Columbia ss.
~~COUNTY OF~~)

I HEREBY CERTIFY that on this 21st day of December, 1979, before me, the undersigned officer, personally appeared Robert F. Dolan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

C. Elaine Gaba
Notary Public

My Commission expires: June 30, 1984

EXECUTION OF:

THE POTOMAC EDISON COMPANY

STATE OF MARYLAND)
ss.
COUNTY OF WASHINGTON)

I HEREBY CERTIFY that on this 24th day of JANUARY, 1980, before me, the undersigned officer, personally appeared PAUL M. HORST, JR., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Patricia S. McKee
Notary Public
Patricia S. McKee

My Commission expires: 7-1-82

EXECUTION OF:

MONTGOMERY COUNTY, MARYLAND

STATE OF MARYLAND)
ss.
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 14TH day of MARCH, 1980, before me, the undersigned officer, personally appeared ROBERT W. WILSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

H. Christopher Malone
Notary Public

H. Christopher Malone
Notary Public
My Commission Expires July 1, 1982

My Commission expires:

EXECUTION OF:

THE MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION

STATE OF Maryland)
ss.
COUNTY OF Montgomery)

I HEREBY CERTIFY that on this 14th day of March, 1980, before me, the undersigned officer, personally appeared Reed M. Robert, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Flint Y Barry
Notary Public
Flint Barry

My Commission expires:
July 1, 1982

EXECUTION OF:

STATE HIGHWAY ADMINISTRATION

STATE OF Maryland)
COUNTY OF Baltimore) ss.

I HEREBY CERTIFY that on this 18th day of April, 1980, before me, the undersigned officer, personally appeared Fredcrick Gottenocller D.A) for M.S. CALTRIDER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Deborah J. Sandiss
Notary Public

Deborah J. Sandiss

My Commission expires: 7/1/82

EXECUTION OF:

GERMANTOWN DEVELOPMENT CORP.

STATE OF MARYLAND)
CITY) ss.
~~COUNTY~~ OF BALTIMORE)

I HEREBY CERITYF that on this 7th day of March, 1980, before me, the undersigned officer, personally appeared LeRoy E. Hoffberger known to me (or satifactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My commission expires: July 1, 1982

EXECUTION OF:

STATE HIGHWAY ADMINISTRATION

STATE OF)
ss.
COUNTY OF)

I HEREBY CERTIFY that on this day of ,1979, before me, the undersigned officer, personally appeared , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission expires:

EXECUTION OF:

GERMANTOWN INVESTMENTS ~~COMPANY~~ Co. Inc.

STATE OF New Jersey)
ss.
COUNTY OF Passaic)

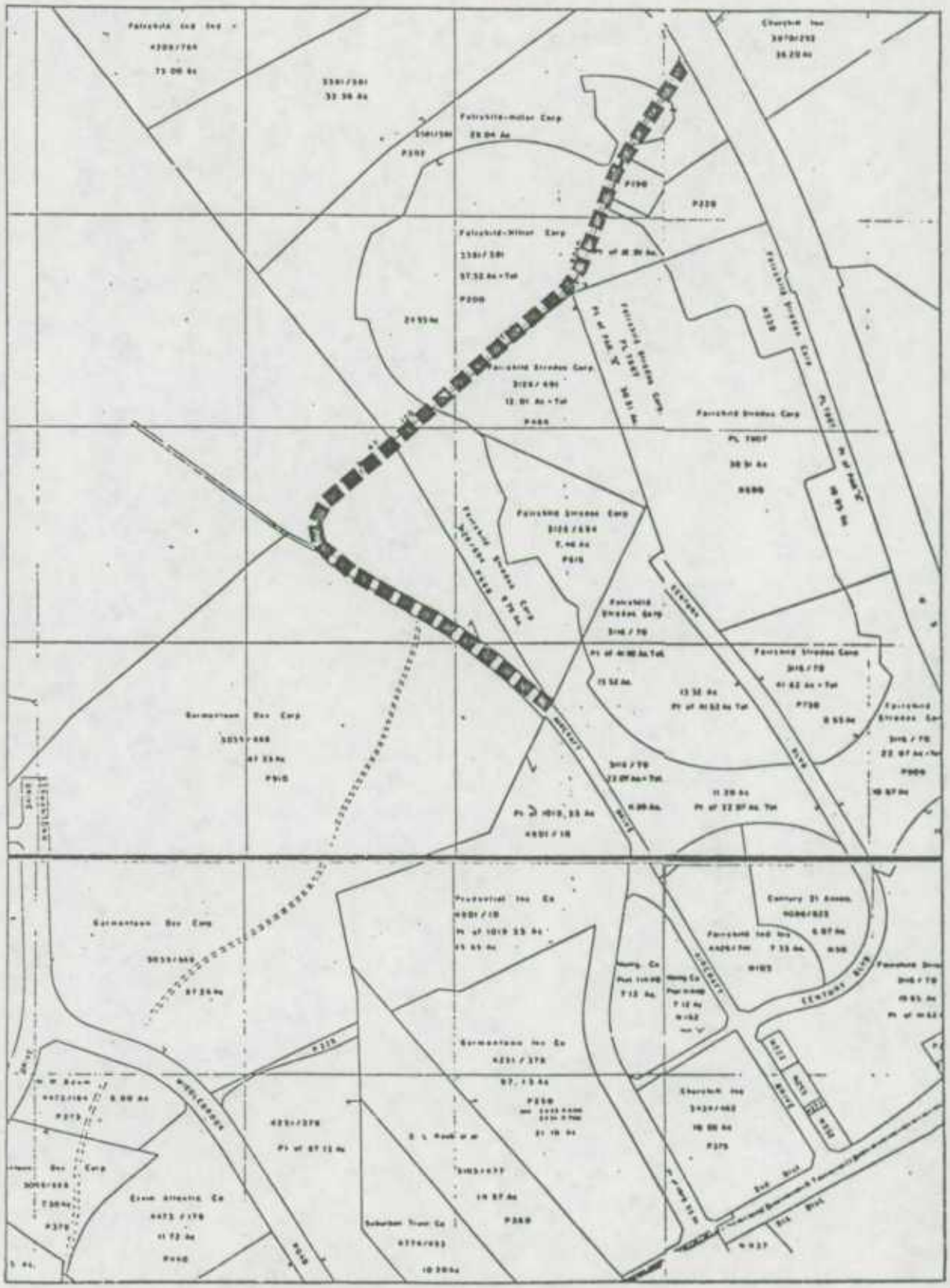
I HEREBY CERITYF that on this 28th day of January , 1980, before me, the undersigned officer, personally appeared JAMES NASH known to me (or satifactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing Agreement, being thereunto duly authorized, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Catherine J. Sullivan
Notary Public

My commission expires:

CATHERINE J. SULLIVAN



Section of Waters Road to be abandoned.

EXHIBIT A

Maryland Department of Transportation
State Highway Administration

James J. O'Donnell
Secretary
M. S. Caltrider
Administrator

PLEASE REPLY TO
OFFICE OF DISTRICT ENGINEER
9300 KENILWORTH AVENUE
GREENBELT, MARYLAND 20770

January 21, 1980

Mr. Nelson Clark, P.E.
Clark, Finefrock & Sackett
11315 Lockwood Drive
Silver Spring, Maryland 20904

RE: Maryland Route 120
Montgomery County

Dear Mr. Clark:

Reference is made to my letter of December 7, 1979 with regard to the proposed abandonment of Maryland Route 120 in favor of the adjoining property owners.

Attached for your information and possible use are 1) comments from Assistant Attorney General and Chief Counsel, Nolan H. Rogers concerning the agreement of abandonment and 2) a copy of a deed used to convey another portion of Maryland Route 120 to an adjoining property owner.

Please advise me of your intentions in this matter so that I may have the deeds drawn and present them for execution.

Very truly yours,

Original Signed By
W. L. Shook

W. L. Shook
District Engineer

DIC/jp

cc: Nolan H. Rogers
Charles Lee
Jonathan Willis
William F. Schneider, Jr.
Larry E. Plummer
Francis X. Lauer
Raymond H. Plummer
Edward A. Payne

My telephone number is 345-7100

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

Maryland Department of Transportation
State Highway Administration

James J. O'Donnell
Secretary

M. S. Caltrider
Administrator

MEMORANDUM

TO: William Shook
District Engineer

DATE: January 3, 1980

FROM: Nolan H. Rogers
Assistant Attorney General
and Chief Counsel

SUBJECT: Md. Rte. 120 - Abandonment

I have reviewed the subject Agreement and am of the opinion that it would be preferable to use in its place deeds from the Administration and the Board of Public Works to the adjacent land owners. (See attached copy of a deed used in an earlier abandonment on a portion of the same road.)

Steve LeGendre of my staff would be available to prepare the necessary deeds and to see to their execution. Please contact him if you have further questions about this matter.

NHR:djb

My telephone number is 383-4350

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

Maryland Department of Transportation

State Highway Administration

James J. O'Donnell
Secretary

M. S. Caltrider
Administrator

PLEASE REPLY TO:
OFFICE OF DISTRICT ENGINEER
9300 KENILWORTH AVENUE
GREENBELT, MARYLAND 20770

December 7, 1979

MEMORANDUM

TO: Mr. Nolan H. Rogers
Assistant Attorney General

FROM: W. L. Shook
District Engineer

Original Signed By
W. L. Shook

SUBJECT: Maryland Route 120
Montgomery County

Attached for your review is correspondence and an agreement for the abandonment of Maryland Route 120 from Interstate Route 270 to the point of the roadways intersection with Aircraft Drive in favor of the several adjoining property owners.

Please review this agreement for legal sufficiency and advise me of the agreement's acceptability.

I will appreciate your services and advice in this matter.

DIC/jp

cc: Charles Lee
William F. Schneider, Jr.
Frank R. Thompson
Francis X. Lauer
Raymond H. Plummer
Nelson Clark

My telephone number is 345-7100

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

MD 120

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

Right of Way Division
Item No. 60024
Montgomery County Gene

THIS DEED, Made this 13TH day of NOVEMBER in the year 1972,

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

Marvin Mandel, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland and John A. Luetkemeyer, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part; hereinafter sometimes called the "GRANTORS", and

GERMANTOWN INVESTMENT COMPANY, INC.

hereinafter sometimes called the "GRANTEE".

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

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

WHEREAS, under the provisions of Section 6, Article 89B of the Public General Laws of the State of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Highway Administration of the Department of Transportation.

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

Germantown Investment Company, Inc.,
its successors and assigns

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

The bed of Maryland Route 120 (Waters Road) from the point where the Easternmost line of Maryland Route 120 intersects the Southerly property line of the Germantown Investment Company, Inc. property, Northerly to the intersection of Maryland Route 120 and Alternate Maryland Route 120.

CONTAINING 2.8 acres ±.

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

Germantown Investment Company, Inc., its successors and assigns

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

AND THE GRANTEE HEREIN, by the acceptance of this deed, does hereby covenant and agree, on behalf of 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" and shall be binding upon the "GRANTEE", 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)
James J. O'Donnell
Acting State Highway Administrator

Approved as to Form and Legal Sufficiency

Special Attorney

Special Attorney
State Roads Commission

Concurred in by:

Chief, Right of Way Division

WITNESS:--

Andrew Heubeck, Jr. - Secretary

_____ (SEAL)
Marvin Mandel -- Governor of Maryland

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

_____ (SEAL)
John A. Luetkemeyer - Treasurer of Maryland

Constituting the
BOARD OF PUBLIC WORKS
OF MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 13th day of November in the year 1974 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

James J. O'Donnell

Acting 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

7-1-74

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 31st day of March in the year 1
before me, the subscriber, a Notary Public of the State of Maryland, in and for the
County aforesaid, personally appeared

Marvin Mandel - Governor of Maryland
Louis L. Goldstein - Comptroller of Maryland
John A. Luetkemeyer - Treasurer of Maryland

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

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

Notary Public

My Commission expires

7-1255

Maryland Department of Transportation

State Highway Administration

Hermann K. Intemann
Secretary

M. S. Caltrider
Administrator

CH

PLEASE REPLY TO:
OFFICE OF DISTRICT ENGINEER
9300 KENILWORTH AVENUE
GREENBELT, MARYLAND 20770

September 19, 1978

Upon Completion of M-534-21-371 a Transfer of Md 655 should be made to Co.

MEMORANDUM

TO: T. W. Beaulieu, Chief
Bureau of Highway Statistics

FROM: David I. Curtin
Acting District Engineer

SUBJECT: Route Numbers

Reference is made to your letter of August 30, 1978 with regard to the desirability of redesignating Maryland Route 609 from Maryland Route 97 to Maryland Route 182 as Maryland Route 28.

I concur in that proposal and recommend that it be adopted after the Maryland 609 intersection with Maryland Route 97 is realigned to perform the continuation of Maryland Route 28.

It is my understanding that the transfer of Maryland Route 655 (Old Georgia Avenue) has been discussed with the Montgomery County Department of Transportation. The residents of that street would certainly be receptive to such a transfer and it is logical that the roadway be in the County's system instead of the State. However, any action to transfer it to the County should be delayed until the dualization of Maryland Route 97 from Bel Pre Road to north of Norbeck Road is completed under Contract M-534-21-371. This delay is requestedbecause use of the Old Georgia Avenue for detour purposes maybe required during the life of the construction project on the new highway.

Your attention is also directed to the fact that the north end of Maryland Route 655 will be affected by the ultimate reconstruction of Maryland Route 28 as proposed by State Project M-970-000-371. This additional modification of the roadway maybe further reason to defer the transfer of the highway to the County's jurisdiction until the project on Maryland Route 28 is completed.

I hope this information will serve your present purposes, and I appreciate having the opportunity to comment on your proposal.

David I. Curtin (gf)
David I. Curtin

DIC:gf

My telephone number is _____

cc: Hal Kassoff
Thomas Cloonan
Thomas Neukam
Thomas Hicks

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

Maryland Department of Transportation

State Highway Administration

Harry R. Hughes
Secretary

Bernard M. Evans
Administrator

April 1, 1977

MEMORANDUM

TO: Mr. M. Slade Caltrider
District Engineer - District #3

FROM: Mr. Clyde P. Hyatt
Bureau of Highway Statistics

SUBJECT: Road Transfer Agreement (Co. 4620) Montgomery County, Maryland

In accordance with your memorandum of March 23, 1977 we are enclosing a road transfer agreement in duplicate pertaining to the transfer of roadway jurisdiction between Montgomery County and the State Highway Administration. Please forward the onion skin copy to Montgomery County and retain the other for your files.

This agreement has been approved as to form and legal sufficiency by Special Attorney, Norman Polski and executed by Director, Frederick Gottemoeller, Office of Planning and Preliminary Engineering. Also enclosed is a map segment showing the location of the road to be transferred. Md. route 901 will be assigned to this section of highway.

Should you have any questions regarding this transaction please contact this office.

Enclosures

CPH:jb

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

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

April 1, 1977

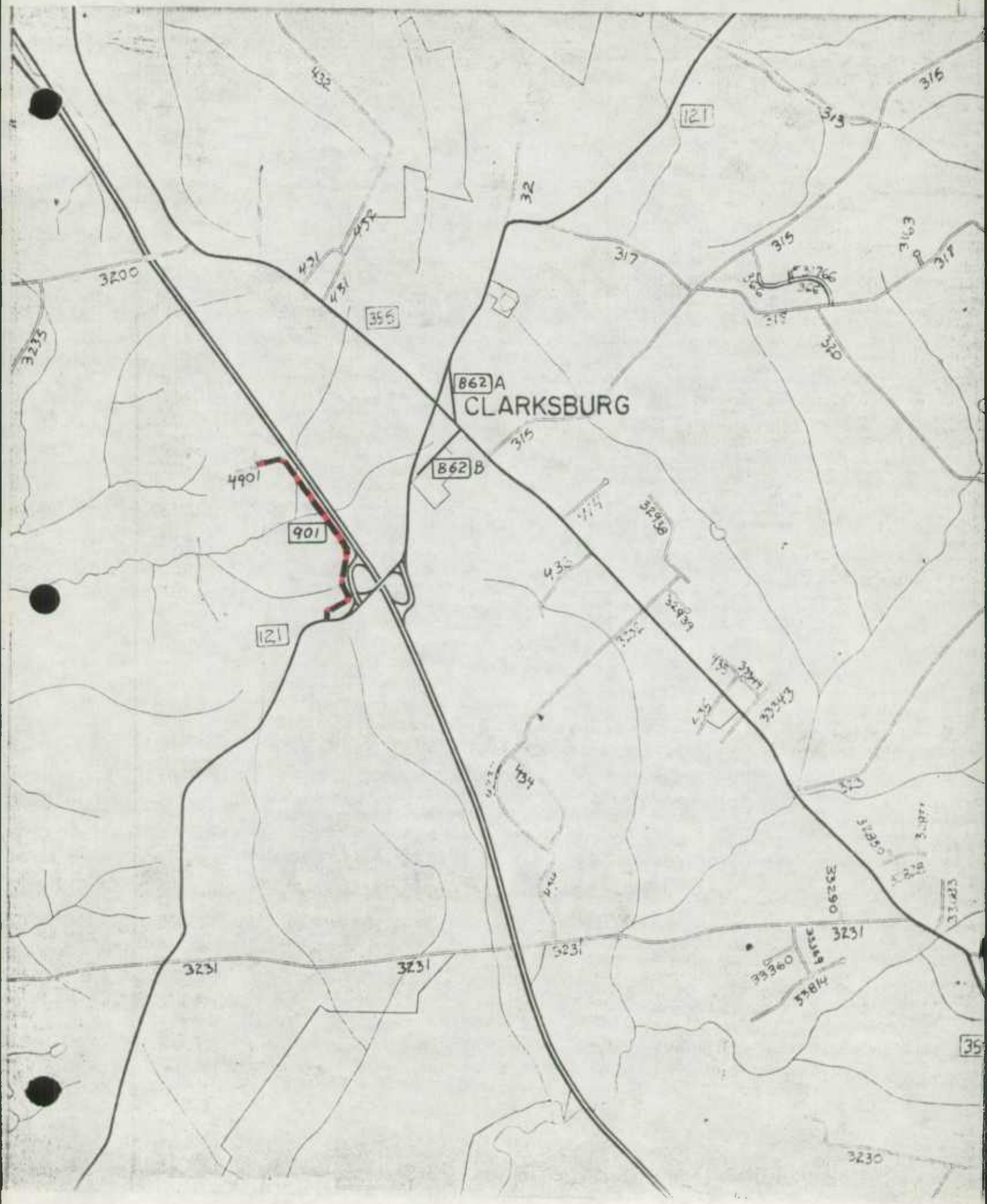
Md 901

Director Gottemoeller, Office of Planning and Preliminary Engineering, executed agreement dated April 1, 1977, between Montgomery County, Maryland, and the State Highway Administration, relative to the transfer by the County to the Administration for maintenance purposes as part of the State Highway System, of the following described section of road, subject to the conditions more fully set forth in the agreement.

Co. 4620 (Whelan La.) - From Md. 121 to end of County maintenance for a distance of 0.74 ± mile.

Said agreement had previously been executed by the Chief Administrative Officer of Montgomery County and approved as to form and legal sufficiency by Special Attorney, Polski.

Copies: N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
M. S. Caltrider
F. Gottemoeller
C. W. Reese
E. S. Freedman
E. K. Roche
J. N. Day
T. Hicks
E. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
J. T. Neukam
Montgomery County
Secretary's File
SHA - Montgomery County File


CLARKSBURG
B62 A
B62 B
121
355
901
4901
3200
3235
3231
3230
32
316
313
317
315
320
432
452
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434
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3290
33360
33814

THIS AGREEMENT made this _____ day of _____, 1977, by and between Montgomery County, Maryland, hereinafter referred to as "County", party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the second part;

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the Governing Bodies of the several Counties of Maryland are empowered to enter into an agreement to transfer jurisdiction over and responsibility for the maintenance of any County roads or portions thereof with the State Highway Administration of the Department of Transportation of Maryland, for the purpose of reducing the cost of road maintenance, and 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 portions thereof, with the Governing Bodies of the several Counties of Maryland, for the purpose of reducing the cost of road maintenance.

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

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

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

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

> Co. 4620 (Whelan La.) - From Md. 121 to end of County maintenance for a distance of 0.74 ± mile.

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

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

2. The aforegoing mileage will be excluded from the County's road inventory as of December 1, 1977.

3. The basis for the allocation of funds will exclude the 0.74 ± mile in the allotment to the County beginning July 1, 1978.

4. The transfer of said road is made on an As-Is-Basis which pertains to existing rights-of-way and to the existing conditions of the road involved, including all appurtenances and bridge structures.

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

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

MONTGOMERY COUNTY, MARYLAND

WITNESS:

By: _____
Chief Administrative Officer

_____

Approved as to form and legal sufficiency this 2 day of Feb, 1977.

APPROVED:

_____
Director of Transportation

Francis L Lacy
County Attorney

STATE HIGHWAY ADMINISTRATION OF MARYLAND

WITNESS:

By: _____
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this _____ day of _____, 1977.

APPROVED:

_____
Chief, Bureau of Highway Statistics

_____
Administrative Special Attorney

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

May 26, 1976

NO CONTRACT
as of 1-1-77
see Min. 5-18-77

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated May 26, 1976, between the State Highway Administration and Montgomery County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

Md. 666-C - From University Boulevard to the north limit of Kensington for a distance of 0.16 ± mile.

Said agreement had previously been executed by the Chief Administrative Officer of Montgomery County, and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies: N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
M. S. Caltrider
R. J. Hajzyk
C. E. Caltrider
C. W. Reese
E. S. Freedman
W. F. Lins, Jr.
T. Hicks
E. J. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
J. T. Neukam
E. K. Roche
Montgomery County
Secretary's File
SHA - Montgomery County File

THIS AGREEMENT made this 26th day of May, 1976, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County", party of the second part;

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

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

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

Md. Rte. 666-C - (Saint Paul Street) from University Boulevard to the north limit of Kensington for a total distance of 0.16 ± mile.

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

1. The effective date of transfer will be upon completion of the widening and resurfacing of the roadway by the "Highway Administration".

2. The aforegoing mileage will be included in the "County's" road inventory as of December 1 of the year following the year and date set forth in Item One hereof.

3. The basis for the allocation of funds will include the additional 0.16 ± mile in the allocation to the "County" beginning July 1 of the year following the year and date set forth in Item One hereof.

4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures.

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

STATE HIGHWAY ADMINISTRATION OF MARYLAND

WITNESS:

Clyde P. Hyatt

By: Gilbert G. Bogyo
Director, Office of Planning and Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this 26th day of May, 1976.

Administrative Special Attorney

ATTEST:

Virginia N. Maxwell
Witness

MONTGOMERY COUNTY, MARYLAND

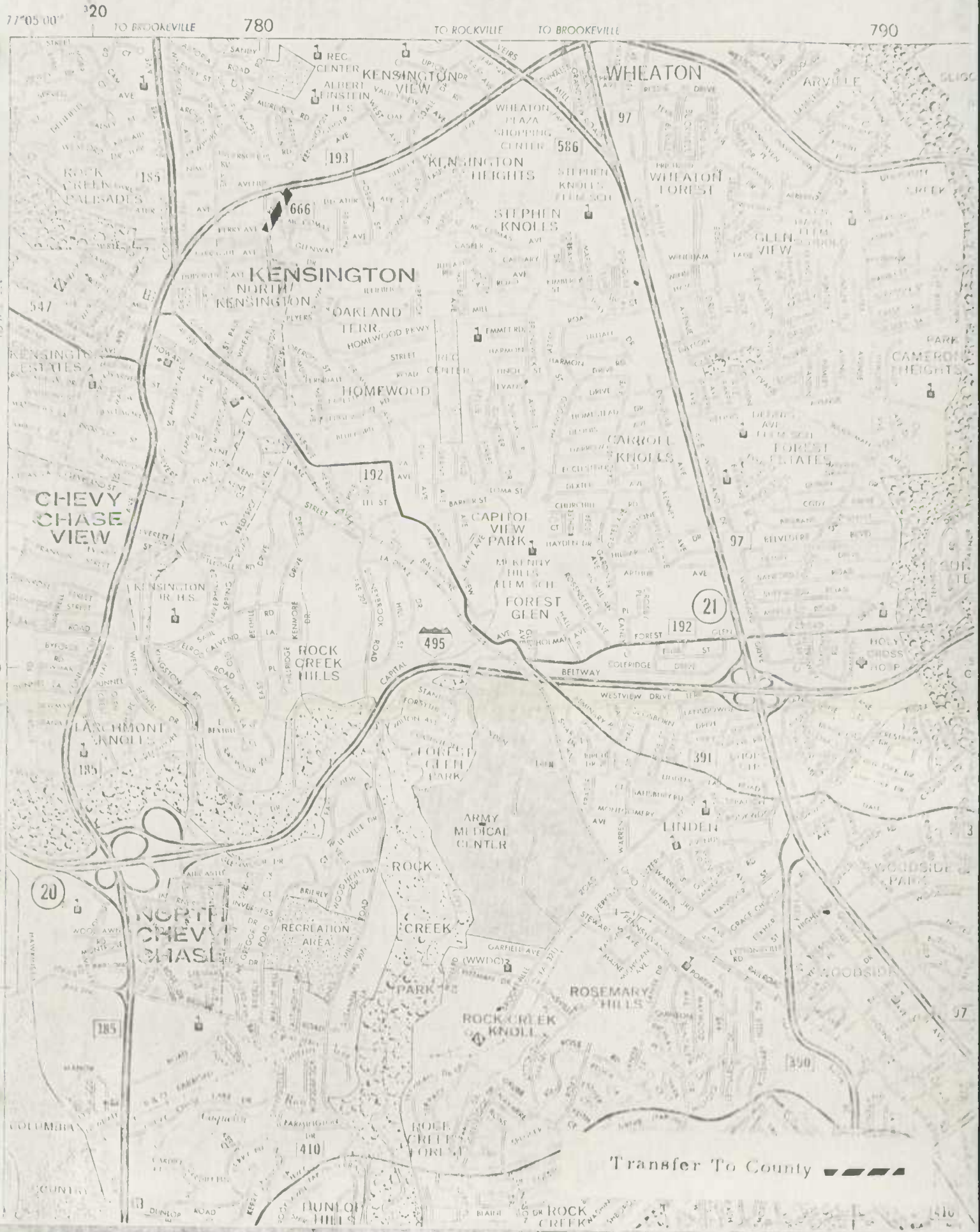
Chief Administrative Officer

RECOMMENDED FOR APPROVAL:

Director of Transportation

Approved as to form and legal sufficiency this 12 day of May, 1976.

County Attorney


77°05'00"
TO BROOKEVILLE
780
TO ROCKVILLE
TO BROOKEVILLE
790
REC. CENTER
KENSINGTON VIEW
ALBERT EINSTEIN H.S.
WHEATON
ARVILLE
WHEATON PLAZA SHOPPING CENTER
KENSINGTON HEIGHTS
STEPHEN KNOLLS ELEM. SCH.
WHEATON FOREST
ROCK CREEK PALISADES
STEPHEN KNOLLS
GLEN VIEW
KENSINGTON
NORTH KENSINGTON
OAKLAND TERR.
HOMEWOOD PKWY
KENSINGTON ESTATES
HOMEWOOD
CAMEROON HEIGHTS
CARROLL KNOLLS
FOREST ESTATES
CHEVY CHASE VIEW
CAPITOL VIEW PARK
MC KENNEY HILLS ELEM. SCH.
FOREST GLEN
KENSINGTON HGHS.
ROCK CREEK HILLS
BELTWAY
COLERIDGE
WESTVIEW DRIVE
HOLY CROSS HOSP.
LARCHMONT KNOLLS
FOREST GLEN PARK
ARMY MEDICAL CENTER
LINDEN
WOODSIDE PARK
NORTH CHEVY CHASE
RECREATION AREA
ROCK CREEK PARK
ROSEMARY HILLS
ROCK CREEK KNOLL
COLUMBIA
ROSE CREEK VILLAGE
DUNLOP HILLS
ROCK CREEK
Transfer To County

Maryland Department of Transportation
State Highway Administration

Harry R. Hughes
Secretary
Bernard M. Evans
Administrator

PLEASE REPLY TO:
OFFICE OF DISTRICT ENGINEER
9300 KENILWORTH AVENUE
GREENBELT, MARYLAND 20770

GREENBELT

May 18, 1977

Mr. Richard J. Lynch
Director of Public Works
Montgomery County
Department of Transportation
6110 Executive Boulevard
Rockville, Maryland 20852

Re: Maryland Route 666-C
Montgomery County

Dear Mr. Lynch:

The rehabilitation of Maryland Route 666-C -- Saint Paul Street -- under the terms of State Contract M-200-000-377 is now completed and acceptable to the Administration. Therefore, in accordance with the terms of the Road Transfer Agreement of May 26, 1976, the roadway is herewith conveyed to the Montgomery County.

Very truly yours,

Original signed by
M. S. Caltrider

M. S. Caltrider
District Engineer

DIC:bak
Attachments

cc. Clyde P. Hyatt
James W. Magill
Frank R. Thompson
Raymond Plummer
Hartwood Cornell, Jr.
Ronald C. Welke

Maryland Department of Transportation

State Highway Administration

Harry R. Hughes
Secretary

Bernard M. Evans
Administrator

PLEASE REPLY TO:
OFFICE OF DISTRICT ENGINEER
9300 KENILWORTH AVENUE
GREENBELT, MARYLAND 20770

G R E E N B E L T

December 13, 1976

Mr. Douglas Hardin
Route 109 and Slate Quarry Road
Hyattstown, Maryland 20734

Re: Maryland Route 109
Montgomery County

Dear Mr. Hardin:

The concern for traffic operations on Maryland Route 109 at Slate Quarry Road that you expressed to Mr. Carl E. Raith, District Engineer, District 7, in Frederick has been referred to me since the intersection is located in Montgomery County.

The Maryland National Capital Park and Planning Commission is responsible for the name or names applied to highways and streets in Montgomery County. The designation of Old Hundred Road for the Comus-Hyattstown Road does tend to be confusing when you consider the route designation of Maryland 109. However, I do not believe that the similarity in names is causing the problem at the Slate Quarry Road intersection. The difficulty seems to be related more to the geometrics of the intersection. In order to overcome that and the confusion for motorists approaching from the east, I have directed Resident Maintenance Engineer Frank R. Thompson to place supplemental signing for the intersection on the existing symbolic curve-side road sign. The supplemental signing will be placed as soon as practicable.

I appreciate your interest in traffic safety and your efforts to bring this particular problem to my attention.

Very truly yours,

Original signed by
M. S. Caltrider

M. S. Caltrider
District Engineer

12-15-76

DIC:bak

Burton:
Change Md. Rte. 109 name to Old Hundred Rd.
W.W.K.

cc. Carl E. Raith
Thomas Hicks
Edward J. Dougherty
Thomas L. Cloonan
Frank R. Thompson
Stephen M. Plemens
Frank S. Curtis, Jr.
Maryland National Capital
Park and Planning Commission

Maryland Department of Transportation

State Highway Administration

Harry R. Hughes
Secretary

Bernard M. Evans
Administrator

PLEASE REPLY TO:
OFFICE OF DISTRICT ENGINEER
9300 KENILWORTH AVENUE
GREENBELT, MARYLAND 20770

Montgomery Co
Co 4595
Now Named
Radgrava Place

GREENBELT

December 3, 1976

MEMORANDUM

TO: Thomas L. Cloonan, Chief
Bureau of Highway Statistics

FROM: M. S. Caltrider
District Engineer

SUBJECT: Street Name Assignment
Montgomery County

Attached for your information and use is a letter from the Maryland National Capital Park and Planning Commission concerning the street name assigned to former Maryland State Route 862-B.

M. S. Caltrider
District Engineer

DIC:bak
Attachment

cc. Frank R. Thompson

MEMORANDUM

January 9, 1996

MEMORANDUM

TO: Teresa L. Gibson, Chief
Bureau of Highway Statistics

FROM: M. S. Cantrelle
District Engineer

SUBJECT: Second Home Assessment
Montgomery County

Attached for your information and use is a letter from the Maryland National Capital Park and Planning Commission concerning the street-tree assessment on Forest Knoll Drive Route 323-D.

M. S. Cantrelle
District Engineer

MSC:GAC
Attachment

cc: Frank E. Dimmick

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20907
(301) 589-1480

DIC

November 22, 1976

Dear Sir:

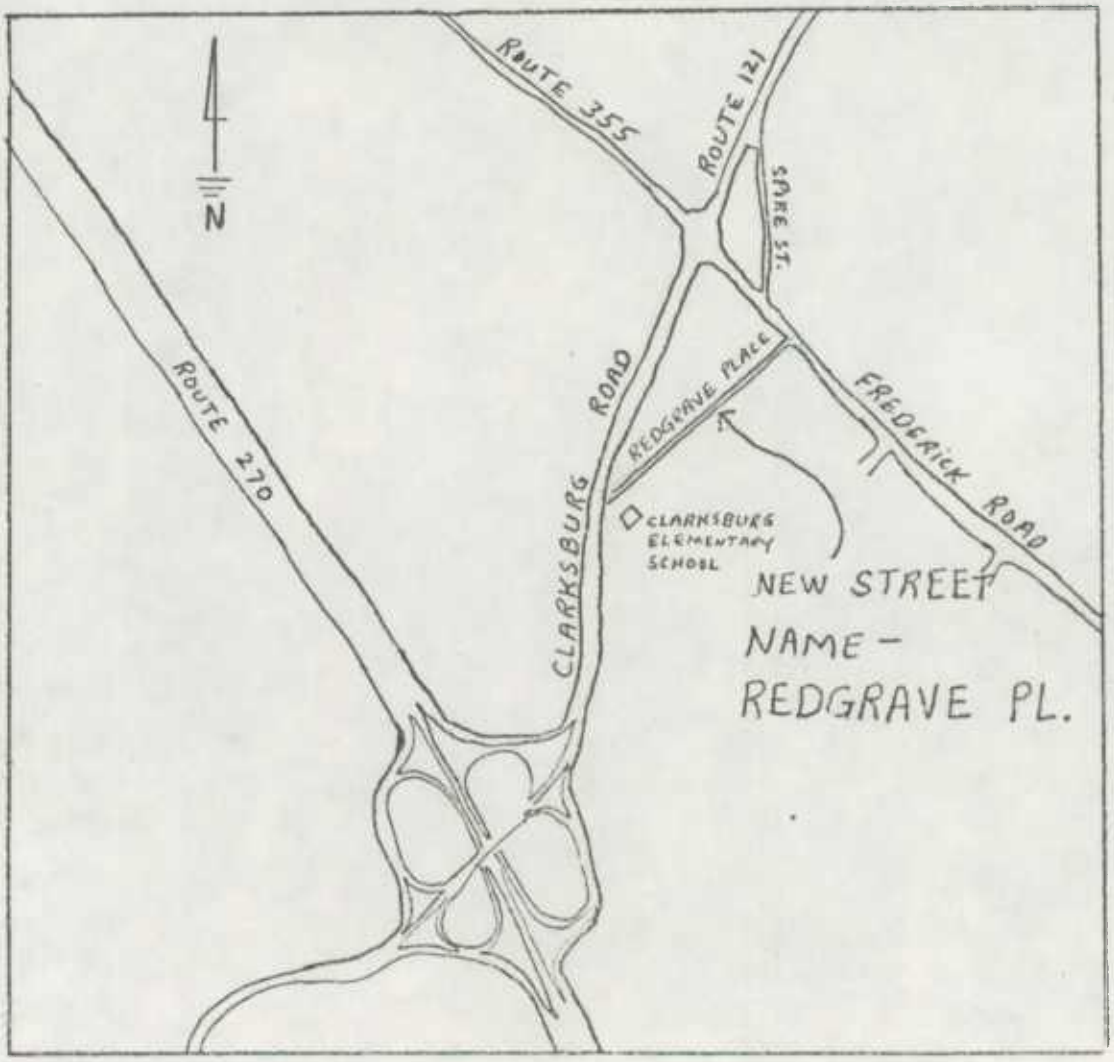
The House Numbers and Street Names Section of this Commission has assigned the name of REDGRAVE PLACE to a section of road formerly known as Maryland State Route 862-B. This road is west of Clarksburg Road (Route 355) and serves as access to the Clarksburg Elementary School.

Please make appropriate changes in your records. Any questions concerning this street name assignment should be directed to the Street Names Section of this Commission.

Sincerely yours,

David R. Hudgel, Jr.

David R. Hudgel, Jr.
Street Names Section



Montgomery County
State to County

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

October 1, 1976

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated October 1, 1976, between the State Highway Administration and Montgomery County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads subject to the conditions more fully set forth in the agreement:

Co 2603 (Ext.) 1. Md. 112 (Seneca Road) - from Md. 190 (River Road) to end State maintenance 0.20 miles southwest of Md. 190, a total distance of 0.20 miles.

Co 4597 2. Md. 900 (Old Seneca Road) - from River Road at Rileys Lock Road easterly to River Road, a total distance of 0.44 miles.

Co 14 (Ext.) 3. Md. 121 (Clarksburg/Burnt Hill Road) - from Md. 355 (Frederick Road) to end State maintenance 0.20 miles north of Kingsley Road, a total distance of 1.79 miles.

Co 4594 4. Md. 862-A (Spire Street) - from Md. 355 (Frederick Road) to Md. 121 (Lewisdale Road) a total distance of 0.17 miles.

Co 4595 5. Md. 862-B (Clarksburg Elementary School Road) - from Md. 355 (Frederick Road) to 0.21 miles southwest of Md. 355, a total distance of 0.21 miles. Redgrave Place

Co 4603 6. Md. 905 (Germantown Road Spur) - from Md. 118 (Germantown Road) to 0.22 miles southeast of Md. 118, a total distance of 0.22 miles.

Co 4604 7. Md. 906 (Old Georgetown Road Service Drive) - from Ipswich Road to Old Georgetown Road, a total distance of 0.13 miles.

Co 4602 8. Md. 903-F (River Road Service Drive Northside of Md. 190) - from Md. 190 (River Road) to 0.12 miles northwest of Md. 190, a total distance of 0.12 miles.

Co 4601 9. Md. 903-G (River Road Service Drive Southside of Md. 190) - from Md. 190 (River Road) opposite Burdette Road to 0.08 miles northwest of Md. 190, a total distance of 0.08 miles.

Co 3452 (Ext.) 10. Md. 903-E (River Road Service Drive Southside of Md. 190) - from Nevis Road northwesterly 0.12 miles to end State maintenance, a total distance of 0.12 miles.

Co 4600 11. Md. 903-D (River Road Service Drive Southside of Md. 190) - from Orkney Parkway to 0.12 miles southeast of Orkney Parkway, a total distance of 0.12 miles.

Co 4599 12. Md. 903-B (River Road Service Drive Southside of Md. 190) - from Braeburn Parkway to Pyle Road, a total distance of 0.12 miles.

Co 847 (Ext.) 13. Md. 903-C (Braeburn Parkway) - from Md. 190 (River Road) to 0.22 miles southeast of Md. 190, a total distance of 0.22 miles.

Co 4598 14. Md. 903-A (River Road Service Drive) - from Marjory Lane to 0.12 miles southeast of Stardust Lane, a total distance of 0.31 miles.

Co 4592 15. Md. 339 (Sligo Avenue) - from U.S. 29 (Georgia Avenue) to Md. 320 (Piney Branch Road), a total distance of 0.90 miles.

Co 4593 16. Md. 766 (Avenal Road) - from North Hampton Drive to 0.06 miles north of Parham Place, a total distance of 0.60 miles.

Co 4596 17. Md. 895-A (Old Colesville Road) - from U.S. 29 (Colesville Road) to 0.03 miles northeast of U.S. 29, a total distance of 0.03 miles.

Co 1495 (Ext.) 18. Md. 897 (Milestone Drive) - from Md. 650 (New Hampshire Avenue) to end State maintenance 0.07 miles northeast of Eden Road, a total distance of 0.60 miles.

Co 4605 19. Md. 182 (Norwood Road) - from Dr. Bird Road to Md. 108 (Sandy Spring Road), a total distance of 0.83 miles.

Said agreement had previously been executed by the Chief Administrative Officer of Montgomery County and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies: N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
M. S. Caltrider
R. J. Hajzyk
C. E. Caltrider
C. W. Reese
E. S. Freedman
T. Hicks
E. J. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
J. T. Neukam
E. K. Roche
Montgomery County
Secretary's File
SHA - Montgomery County File

THIS AGREEMENT made this 1st day of October 1976 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County", party of the second part.

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

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of $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" the following described sections of State constructed roads for maintenance purposes, as part of the County Roads System:

1 - Md. 112 (Seneca Road) - from Md. 190 (River Road) to end State maintenance 0.20 miles southwest of Md. 190, a total distance of 0.20 miles.

2 - Md. 900 (Old Seneca Road) - from River Road at Rileys Lock Road easterly to River Road, a total distance of 0.44 miles.

3 - Md. 121 (Clarksburg/Burnt Hill Road) - from Md. 355 (Frederick Road) to end State maintenance 0.20 miles north of Kingsley Road, a total distance of 1.79 miles

4 - Md. 862-A (Spire Street) - from Md. 355 (Frederick Road) to Md. 121 (Lewisdale Road) a total distance of 0.17 miles.

5 - Md. 862-B (Clarksburg Elementary School Road) - from Md. 355 (Frederick Road) to 0.21 miles southwest of Md. 355, a total distance of 0.21 miles.

6 - Md. 905 (Germantown Road Spur) - from Md. 118 (Germantown Road) to 0.22 miles southeast of Md. 118, a total distance of 0.22 miles.

7 - Md. 906 (Old Georgetown Road Service Drive) - from Ipswich Road to Old Georgetown Road a total distance of 0.13 miles.

8 - Md. 903-F (River Road Service Drive Northside of Md. 190) - from Md. 190 (River Road) to 0.12 miles northwest of Md. 190, a total distance of 0.12 miles

9 - Md. 903-G (River Road Service Drive Southside of Md. 190)- from Md. 190 (River Road) opposite Burdette Road to 0.08 miles northwest of Md. 190, a total distance of 0.08 miles.

10 - Md. 903-E (River Road Service Drive Southside of Md. 190) - from Nevis Road northwesterly 0.12 miles to end State maintenance, a total distance of 0.12 miles.

11 - Md. 903-D (River Road Service Drive Southside of Md. 190) - from Orkney Parkway to 0.12 miles southeast of Orkney Parkway, a total distance of 0.12 miles.

12 - Md. 903-B (River Road Service Drive Southside of Md. 190) - from Braeburn Parkway to Pyle Road, a total distance of 0.12 miles.

13 - Md. 903-C (Braeburn Parkway) - from Md. 190 (River Road) to 0.22 miles southeast of Md. 190, a total distance of 0.22 miles.

14 - Md. 903-A (River Road Service Drive) - from Marjory Lane to 0.12 miles southeast of Stardust Lane a total distance of 0.31 miles.

15 - Md. 339 (Sligo Avenue) - from U.S. 29 (George Avenue) to Md. 320 (Piney Branch Road) a total distance of 0.90 miles.

16 - Md. 766 (Avenal Road) - from North Hampton Drive to 0.06 miles north of Parham Place, a total distance of 0.60 miles.

17 - Md. 895-A (Old Colesville Road) - from U.S. 29 (Colesville Road) to 0.03 miles northeast of U.S. 29 a total distance of 0.03 miles.

18 - Md. 897 (Milestone Drive) - from Md. 650 (New Hampshire Avenue) to end State maintenance 0.07 miles northeast of Eden Road, a total distance of 0.60 miles.

19 - Md. 182 (Norwood Road) - from Dr. Bird Road to Md. 108 (Sandy Spring Road) a total distance of 0.83 miles.

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

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

2 - The aforegoing mileage will be included in the inventory as of December 1,1976.

3 - The basis for the allocation of funds will include the additional 7.21 miles in the allocation to the County beginning July 1, 1977.

4 - The transfer of said roads are made on an "As-Is-Basis" which pertains to existing rights-of-way and to the existing condition of the roads involved, including all appurtenances and bridge structures.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

John A Fitt Jr 10/1/76

By: Robert J. Bryant 10/1/76
Director, Office of Planning and Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this 28th day of Sept 1976.

Administrative Special Attorney

ATTEST:

MONTGOMERY COUNTY, MARYLAND

By: Robert E. Kosmac
Chief Administrative Officer

APPROVED:

9/16/76
Director of Transportation

Approved as to form and legal sufficiency this 20th day of Sept 1976.

County Attorney


SENECA
CREEK
STATE
PARK
SENECA CREEK
STATE PARK
RIDGELAND
FARM
ESTATES
REEK STATE PARK
RIVERVIEW
MONTGOMERY
RUSHVILLE
COUNTY
COUNTY
LOWES
ISLAND
POND
ISLAND
TRAVILAH
REGIONAL
PARK
POTOMAC
PATOWMACK
ISLAND
ELM ISLAND
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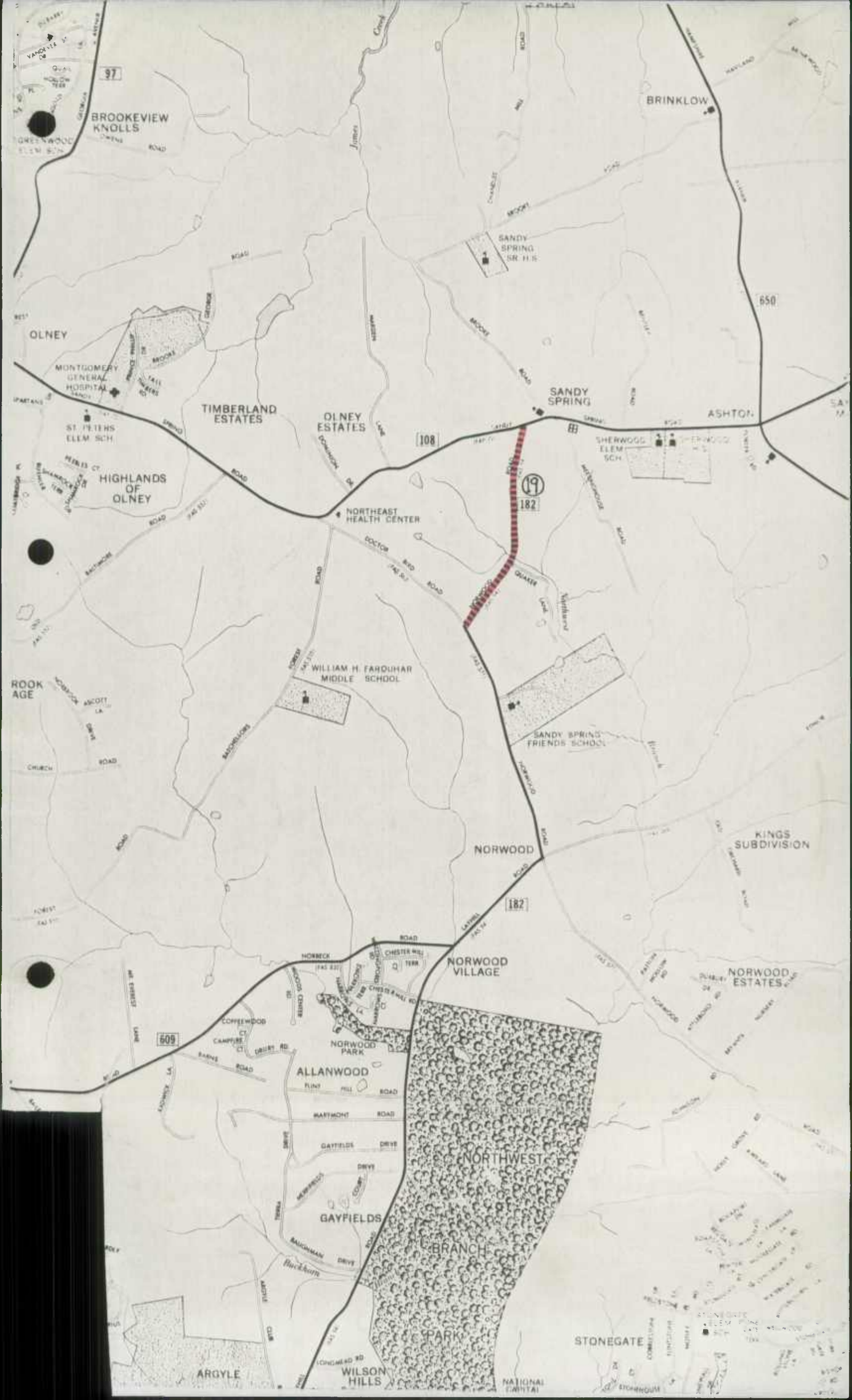
BROOKEVIEW KNOLLS
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BRINKLOW
SANDY SPRING SR H S
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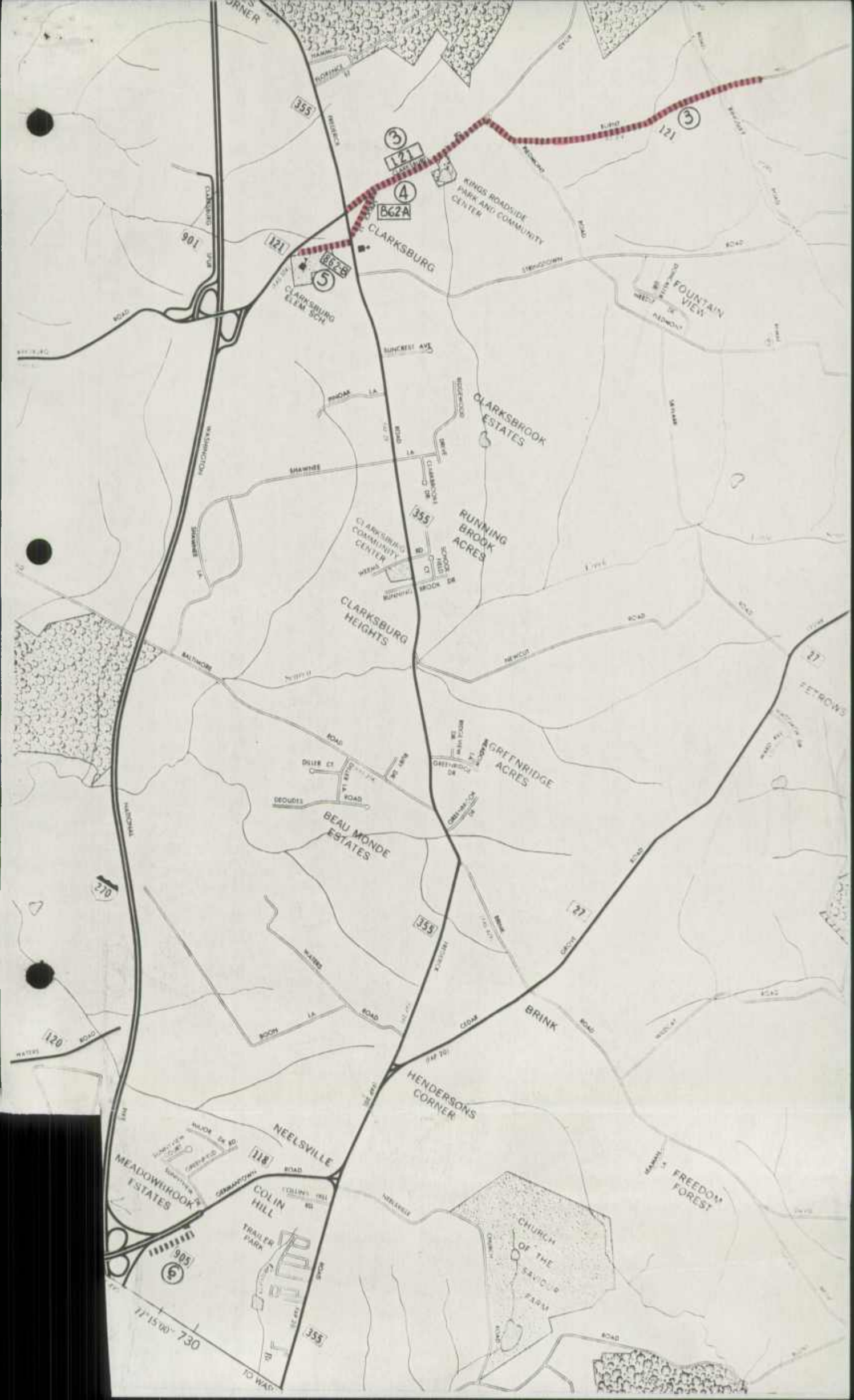
OLNEY
MONTGOMERY GENERAL HOSPITAL
ST. PETERS ELEM SCH
TIMBERLAND ESTATES
OLNEY ESTATES
108
SANDY SPRING
ASHTON
SHERWOOD ELEM SCH
HIGHLANDS OF OLNEY
NORTHEAST HEALTH CENTER
19
182
WILLIAM H. FARQUHAR MIDDLE SCHOOL
ROOK AGE
SANDY SPRING FRIENDS SCHOOL
NORWOOD
KINGS SUBDIVISION
182
NORWOOD VILLAGE
NORWOOD ESTATES
609
NORWOOD PARK
ALLANWOOD
NORTHWEST
GAYFIELDS
BRANCH
PARK
STONEGATE
ARGYLE
WILSON HILLS
NATIONAL CAPITAL


355
121
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B62A
5
B62B
901
KINGS ROADSIDE PARK AND COMMUNITY CENTER
CLARKSBURG
CLARKSBURG ELEM. SCH.
FOUNTAIN VIEW
SUNCREST AVE
CLARKSBROOK ESTATES
SHAWNEE
RUNNING BROOK ACRES
CLARKSBURG COMMUNITY CENTER
CLARKSBURG HEIGHTS
BALTIMORE
NEWCUT
27
FETROWS
GREENRIDGE ACRES
BEAU MONDE ESTATES
270
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BRINK
HENDERSONS CORNER
NEELSVILLE
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MEADOWBROOK ESTATES
COLIN HILL
TRAILER PARK
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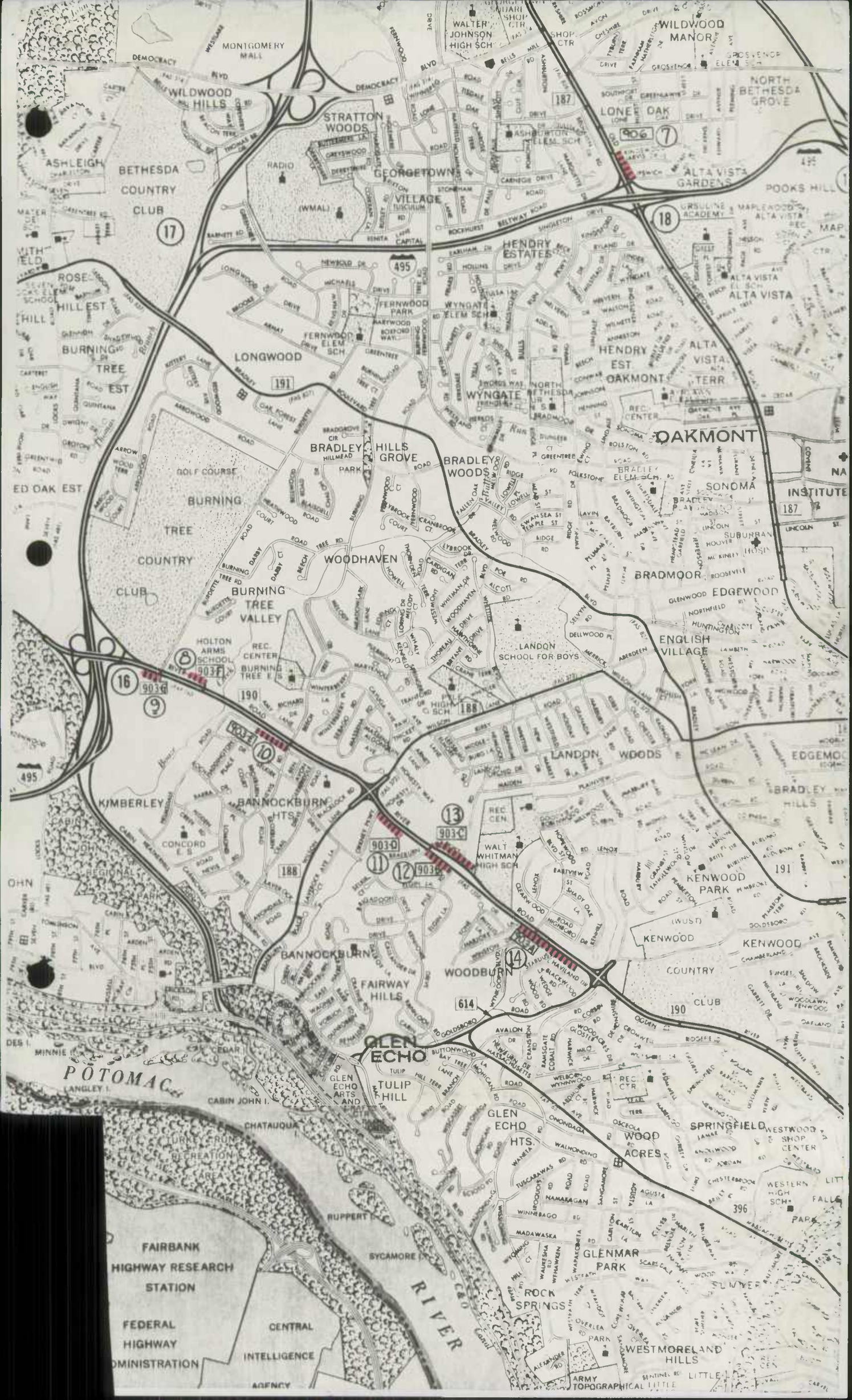
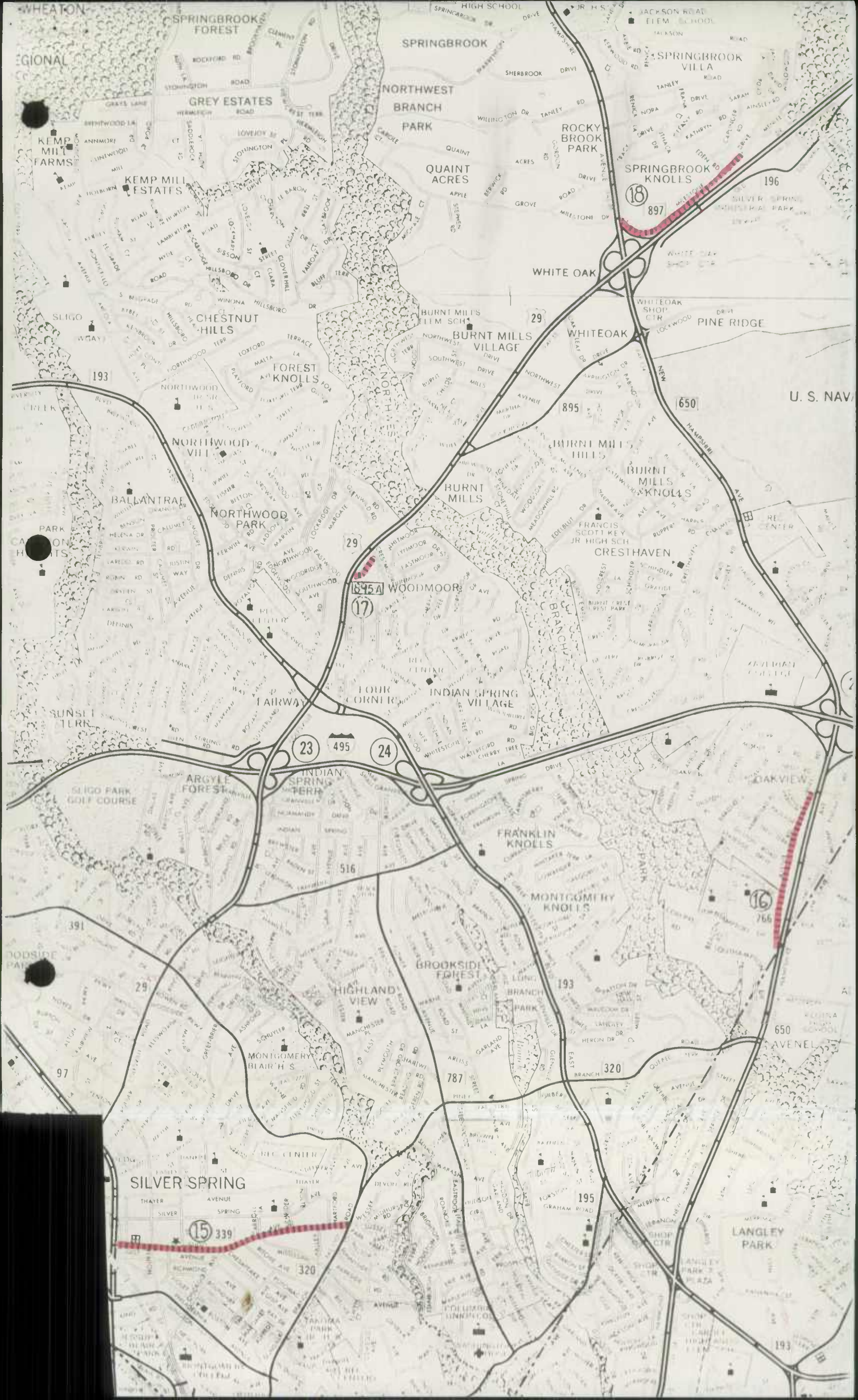

MONTGOMERY MALL
WALTER JOHNSON HIGH SCH
WILDWOOD MANOR
WILDWOOD HILLS
STRATTON WOODS
LONE OAK
NORTH BETHESDA GROVE
ASHLEIGH
BETHESDA COUNTRY CLUB
RADIO (WMAL)
GEORGETOWN VILLAGE
ALTA VISTA GARDENS
POOKS HILL
URSULINE ACADEMY
HENDRY ESTATES
ROSE HILL EST
FERNWOOD PARK
WYNGATE ELEM SCH
ALTA VISTA
LONGWOOD
HENDRY EST
OAKMONT
ALTA VISTA TERR
WYNGATE
NORTH BETHESDA
BURNING TREE EST
BRADLEY HILLS GROVE
BRADLEY WOODS
OAKMONT
GOLF COURSE
SONOMA
INSTITUTE
BURNING TREE COUNTRY CLUB
WOODHAVEN
SUBURBAN HOSP
BRADMOOR
EDGEWOOD
BURNING TREE VALLEY
HOLTON ARMS SCHOOL
REC CENTER
BURNING TREE E S
LANDON SCHOOL FOR BOYS
ENGLISH VILLAGE
LANDON WOODS
KIMBERLEY
BANNOCKBURN HTS
CONCORD E S
WALT WHITMAN HIGH SCH
KENWOOD PARK
KENWOOD COUNTRY CLUB
BANNOCKBURN
FAIRWAY HILLS
WOODBURN
GLEN ECHO
TULIP HILL
GLEN ECHO ARTS AND CRAFTS
GLEN ECHO HTS.
WOOD ACRES
SPRINGFIELD
WESTWOOD SHOP CENTER
WESTERN HIGH SCH
POTOMAC
CABIN JOHN I.
CHATAUQUA
TURKEY RUN RECREATION AREA
RUPPERT
SYCAMORE
GLENMAR PARK
ROCK SPRINGS
SILVER
WESTMORELAND HILLS
FAIRBANK HIGHWAY RESEARCH STATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL INTELLIGENCE AGENCY
ARMY TOPOGRAPHICAL
RIVER


WHEATON
SPRINGBROOK FOREST
SPRINGBROOK
HIGH SCHOOL
JACKSON ROAD ELEM SCHOOL
SPRINGBROOK VILLA
GREY ESTATES
NORTHWEST BRANCH PARK
ROCKY BROOK PARK
KEMP MILL FARMS
KEMP MILL ESTATES
QUAINT ACRES
SPRINGBROOK KNOLLS
WHITE OAK
WHITEOAK SHOP CTR
PINE RIDGE
SLIGO
CHESTNUT HILLS
BURNT MILLS ELEM SCH
BURNT MILLS VILLAGE
WHITEOAK
FOREST KNOLLS
NORTHWOOD HS
NORTHWOOD VILL
BURNT MILLS HILLS
BURNT MILLS KNOLLS
BALLANTRAE
NORTHWOOD PARK
BURNT MILLS
FRANCIS SCOTT KEY JR HIGH SCH
CRESTHAVEN
WOODMOOR
FAIRWAY
FOUR CORNERS
INDIAN SPRING VILLAGE
SUNSET TERR
INDIAN SPRING TERR
ARGYLE FOREST
SLIGO PARK GOLF COURSE
OAKVIEW
FRANKLIN KNOLLS
MONTGOMERY KNOLLS
BROOKSIDE FOREST
HIGHLAND VIEW
MONTGOMERY BLAIR H S
SILVER SPRING
LANGLEY PARK
U. S. NAV
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Montgomery County
Co. to State

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

October 1, 1976

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated October 1, 1976, between Montgomery County, Maryland, and the State Highway Administration, relative to the transfer by the County to the Administration for maintenance purposes as part of the State Highway System, of the following described sections of roads, subject to conditions more fully set forth in the agreement.

Damascus Road (County 52) - From Md. 108 to Md. 97 for a distance of 5.26 ± miles. Now Md 650

Dr. Bird Road (County 134) - From Md. 182 to Md. 108 for a distance of 0.71 ± miles. Now Md 182

Goldsboro Road (County 439) - From the beginning of County maintenance north of Md. 190 to Md. 191 for a total distance of 0.85 ± miles. Now Md 614

Said agreement had previously been executed by the Chief Administrative Officer of Montgomery County and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies: N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
M. S. Caltrider
R. J. Hajzyk
C. W. Reese
E. S. Freedman
E. K. Roche
C. E. Caltrider
T. Hicks
E. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
J. T. Neukam
Montgomery County
Secretary's File
SHA - Montgomery County File

THIS AGREEMENT made this 1st day of October 1976 by and between Montgomery County, Maryland, hereinafter referred to as "County", party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the second part.

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

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the "County", party of the first part, does hereby transfer unto the "Highway Administration" and the "Highway Administration", party of the second part, does hereby accept such transfer from the "County", of the following described sections of County roads for maintenance purposes as a part of the State Highway System:

Damascus Road (County 52) - From Md. 108 to Md. 97 for a distance of 5.26± miles.

Dr. Bird Road (County 134) - From Md. 182 to Md. 108 for a distance of 0.71± miles.

Goldsboro Road (County 430) - From the beginning of County maintenance north of Md. 190 to Md. 191 for a total distance of 0.85± miles.

IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that the conveyance of the aforegoing sections of 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 excluded from the County's road inventory as of December 1, 1976.
3. The basis for the allocation of funds will exclude the 6.82 miles in the allotment to the County beginning July 1, 1977.
4. The transfer of said road is made on an As-Is-Basis which pertains to existing rights-of-way and to the existing conditions 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.

MONTGOMERY COUNTY, MARYLAND

WITNESS:

By: _____
Chief Administrative Officer

Approved as to form and legal sufficiency this 20 day of August, 1976.

APPROVED:

9/16/76
Director of Transportation

_____
County Attorney

STATE HIGHWAY ADMINISTRATION OF MARYLAND

WITNESS:

10/1/76

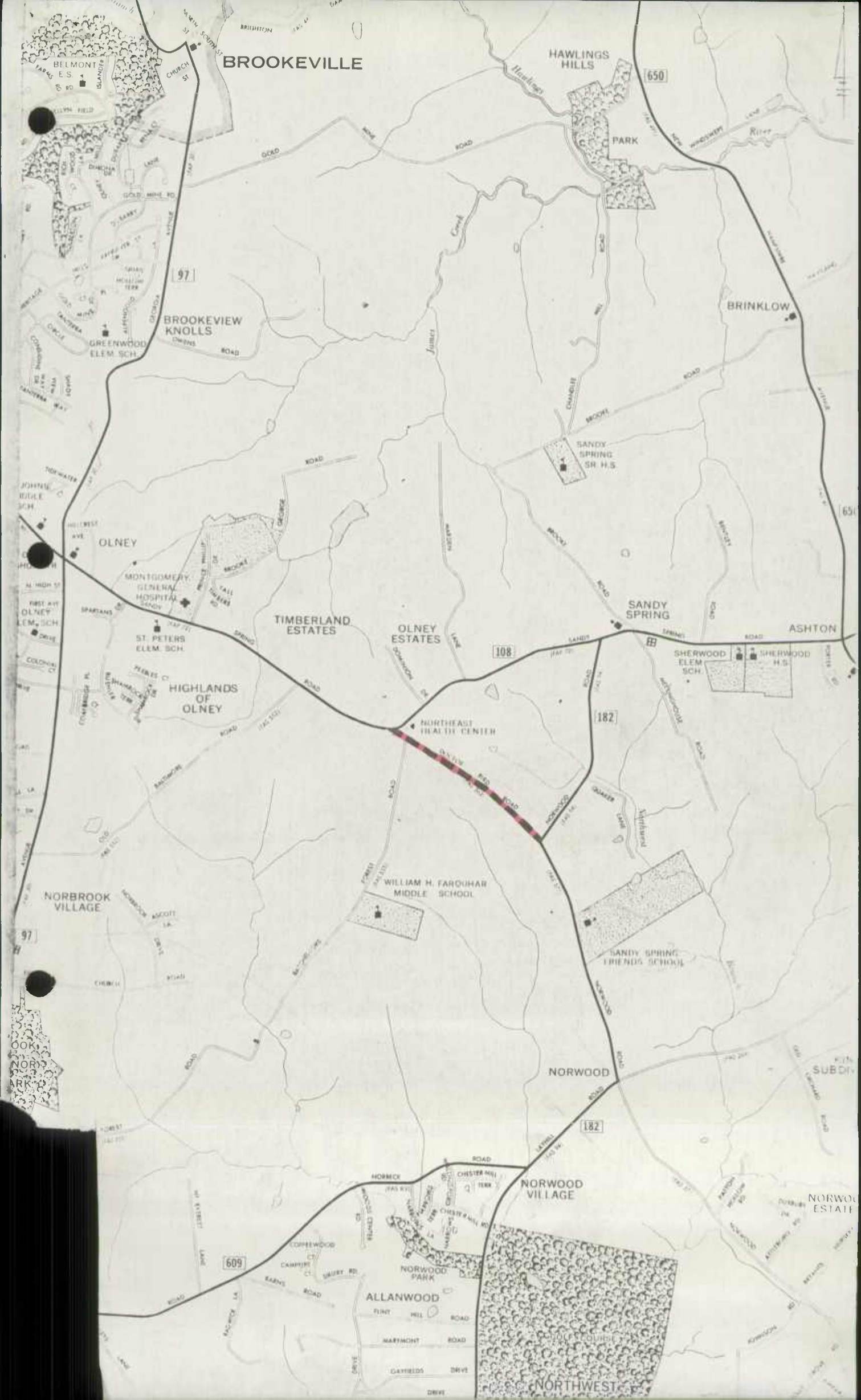
By: _____ 10/1/76
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 24th day of September 1976.

APPROVED:

_____
Chief, Bureau of Highway Statistics

_____
Administrative Special Attorney


BROOKEVILLE
BELMONT E.S.
HAWLINGS HILLS
PARK
BRINKLOW
BROOKEVIEW KNOLLS
GREENWOOD ELEM SCH
SANDY SPRING SR. H.S.
OLNEY
MONTGOMERY GENERAL HOSPITAL
ST. PETERS ELEM. SCH.
TIMBERLAND ESTATES
OLNEY ESTATES
SANDY SPRING
ASHTON
SHERWOOD ELEM SCH.
SHERWOOD H.S.
HIGHLANDS OF OLNEY
NORTHEAST HEALTH CENTER
WILLIAM H. FARQUHAR MIDDLE SCHOOL
SANDY SPRING FRIENDS SCHOOL
NORBROOK VILLAGE
NORWOOD
NORWOOD VILLAGE
NORWOOD PARK
ALLANWOOD
NORTHWEST
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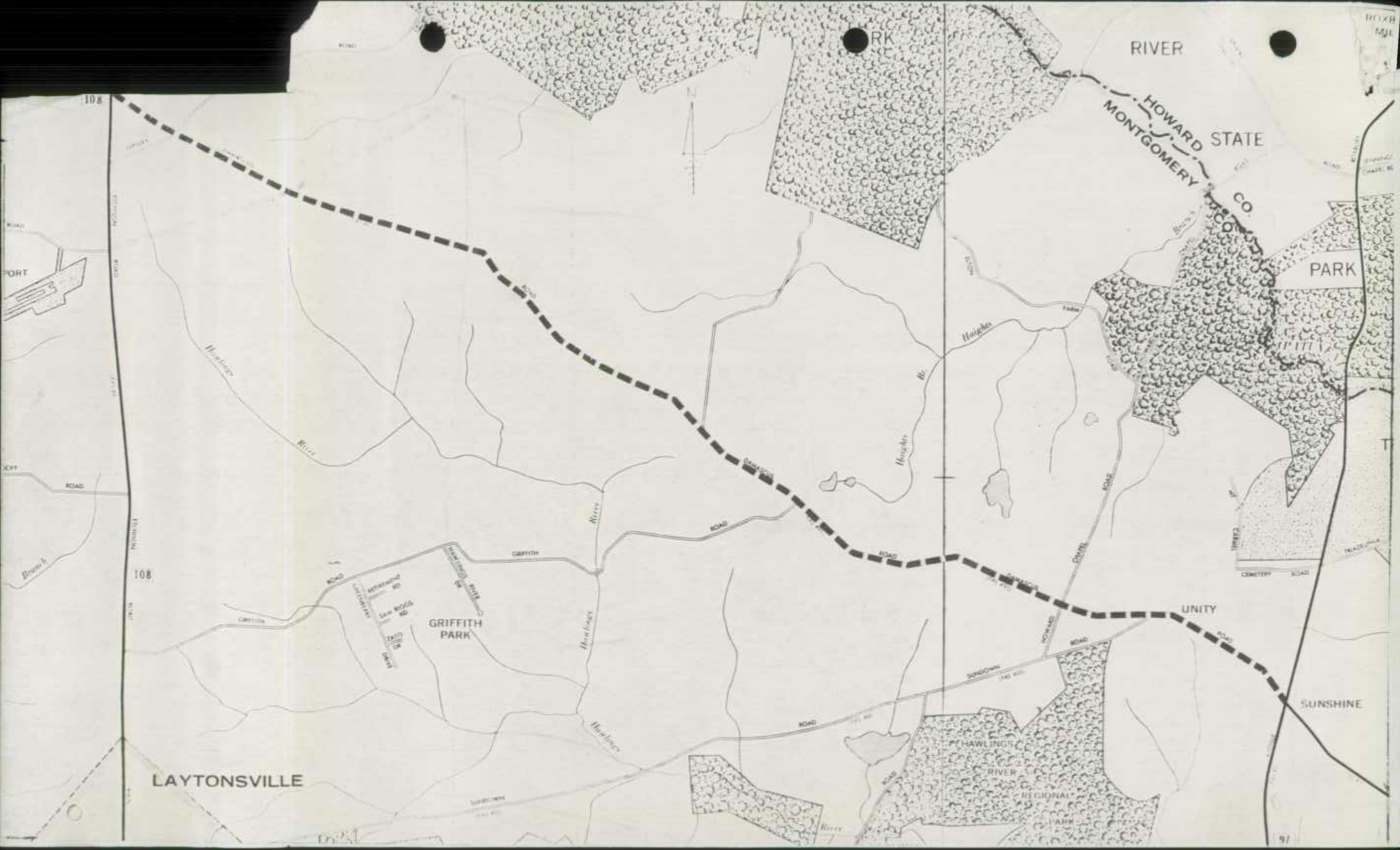
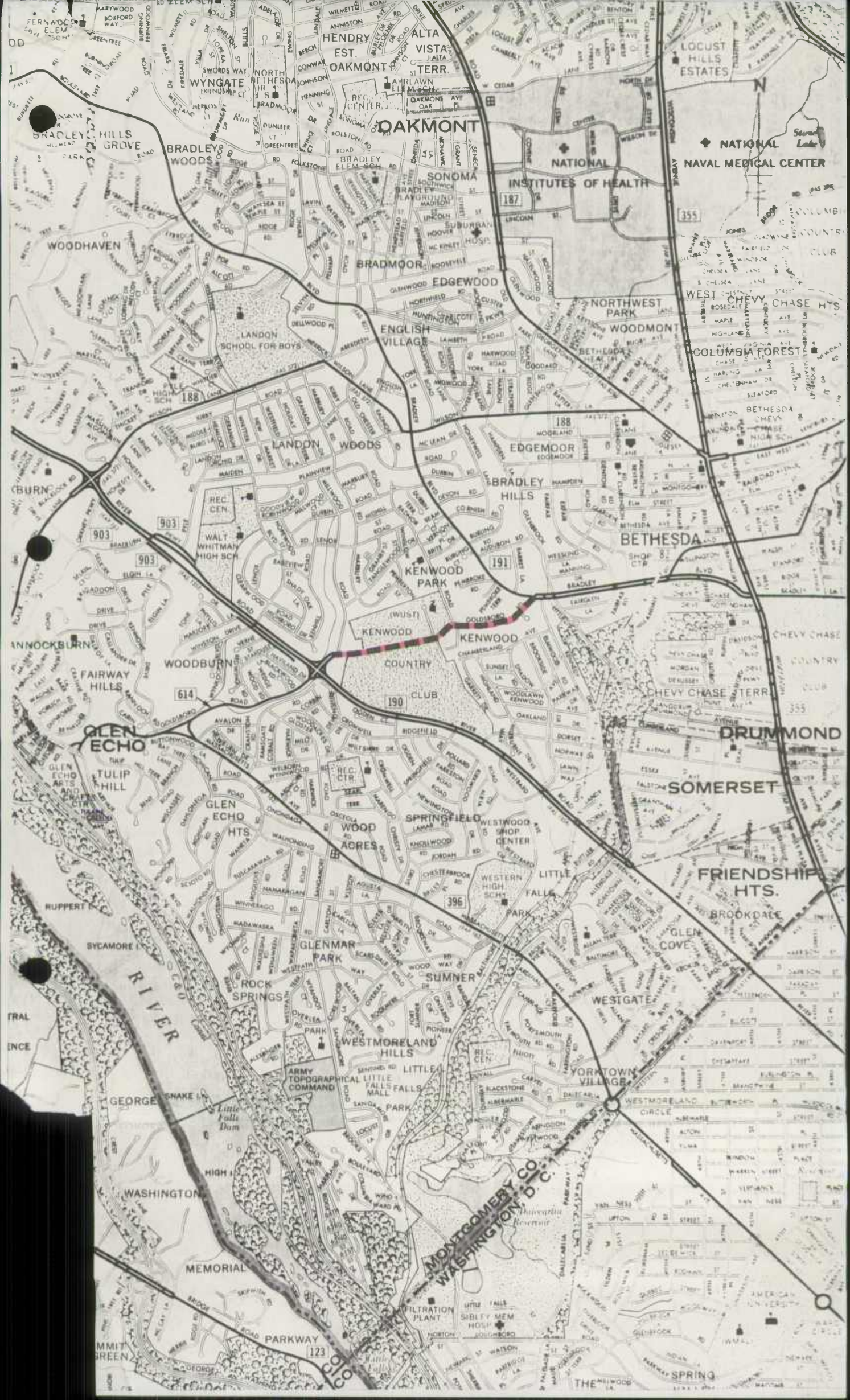

RIVER
HOWARD
MONTGOMERY
CO.
STATE
PARK
PORT
108
Hawlings
River
Branch
Heights
GRIFFITH
PARK
UNITY
SUNSHINE
LAYTONSVILLE
HAWLINGS
RIVER
REGIONAL
PARK


HENDRY EST.
OAKMONT
ALTA VISTA TERR.
WYNGATE
NORTH BETHESDA
OAKMONT
LOCUST HILLS ESTATES
BRADLEY HILLS GROVE
BRADLEYS WOODS
BRADLEY ELEM SCH
SONOMA
NATIONAL INSTITUTES OF HEALTH
NATIONAL NAVAL MEDICAL CENTER
WOODHAVEN
BRADMOOR
EDGEWOOD
NORTHWEST PARK
WEST CHEVY CHASE HTS
WOODMONT
ENGLISH VILLAGE
LANDON SCHOOL FOR BOYS
COLUMBIA FOREST
LANDON WOODS
EDGEMOOR
BRADLEY HILLS
BETHESDA
WALT WHITMAN HIGH SCH
KENWOOD PARK
KENWOOD COUNTRY CLUB
WOODBURN
FAIRWAY HILLS
CHEVY CHASE TERR
GLEN ECHO
DRUMMOND
TULIP HILL
SOMERSET
GLEN ECHO HTS.
WOOD ACRES
SPRINGFIELD
WESTWOOD SHOP CENTER
FRIENDSHIP HTS.
WESTERN HIGH SCH
LITTLE FALLS PARK
BROOKDALE
GLEN COVE
GLENMAR PARK
SUMNER
ROCK SPRINGS
WESTGATE
WESTMORELAND HILLS
ARMY TOPOGRAPHICAL COMMAND
LITTLE FALLS MALL
YORKTOWN VILLAGE
WASHINGTON
MONTGOMERY CO.
WASHINGTON D.C.
MEMORIAL
FILTRATION PLANT
SIBLEY MEM HOSP
PARKWAY
RIVER

Chris Larson

Copy: Mr. N. B. Friese
Mr. H. G. Downs
Mr. C. W. Reese
Mr. J. B. Saunders
Mr. R. S. Bennett
Mr. R. C. Pazourek
Mr. D. H. Fisher
Mr. T. G. Mohler
Mr. T. L. Cloonan
Mr. M. S. Caltrider
Mr. W. K. Lee
Mr. J. D. Bushby
Mr. A. M. Schwalier
Mr. R. E. Guest
Bd. of Public Works of Md.
Secretary's file (7)
Contract file (5)

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
WEDNESDAY, JANUARY 21, 1976

* * * * *

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

Administrator Evans executed the following deeds dated January 21, 1976, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deeds:

Grantee	Conveyance	In Accordance With
John C. Davis and Patricia A., wife, Donald L. Teeples and Emma E., wife, Edward T. Bonawitz and Sharon, wife	0.12± acre of land in Howard County, being portion of former Jacob K. Kirn property, Item 63037, Contract Ho-305-016-723	Approved sale of excess land at bid of $150; full purchase price on file in Secretary's office to be deposited with Cashier after BPW approval
Robert R. Parks and Elaine F., wife	2,594± sq. ft. of land in Montgomery County, being part of the bed of the road of former Md. 186, Item 9070, Contract M-245-1-311 (Parcel #1)	Approved sale of excess land at bid of $650; initial deposit of $100 as called for in bid form on file in Secretary's office to be deposited with Cashier after BPW approval
Raymond R. Ruppert, Jr., and Molly M., wife	3,740± sq. ft. of land in Montgomery County, being part of the bed of the road of former Md. 186, Item 9070, Contract M-245-1-311, (Parcel #2)	Approved sale of excess land at bid of $935; full purchase price on file in Secretary's office to be deposited with Cashier after BPW approval
Richard J. Kelly and Mary C., wife	1,780± sq. ft. of land in Montgomery County, being part of the bed of the road of former Md. 186, Item 9070, Contract M-245-1-311, (Parcel #3)	Approved sale of excess land at bid of $445; initial deposit of $100 as requested by bid form on file in Secretary's office to be deposited with Cashier after BPW approval

Grantee	Conveyance	In Accordance With
Kenneth D. Pennington and Jane M., wife	0.05± acre of land in Prince George's County, being portion of former D.R.S. Menefee, et al property, Item 58673, Contract P-799-2-342	Option, Item 58288, Contract P-799-2-342
Suburban Builders, Inc.	1,554± sq. ft. of land in Somerset County, being portion of former Percy White property, Item 42515, Contract S-203-120	Approved sale of excess land at bid of $100; full purchase price on file in Secretary's office to be depostied with Cashier after BPW approval
Richard Theodore Marshall and Pearl Arlene, wife	0.07± acre of land in Washington County, being portion of former Edward Q. Carter property, Item 19275, Contract W-399-001-615	Approved sale of excess land at bid of $150; full purchase price on file in Secretary's office to be deposited with Cashier after BPW approval

Transfer Md 901 from State to County.

Now Co 4620

7076

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

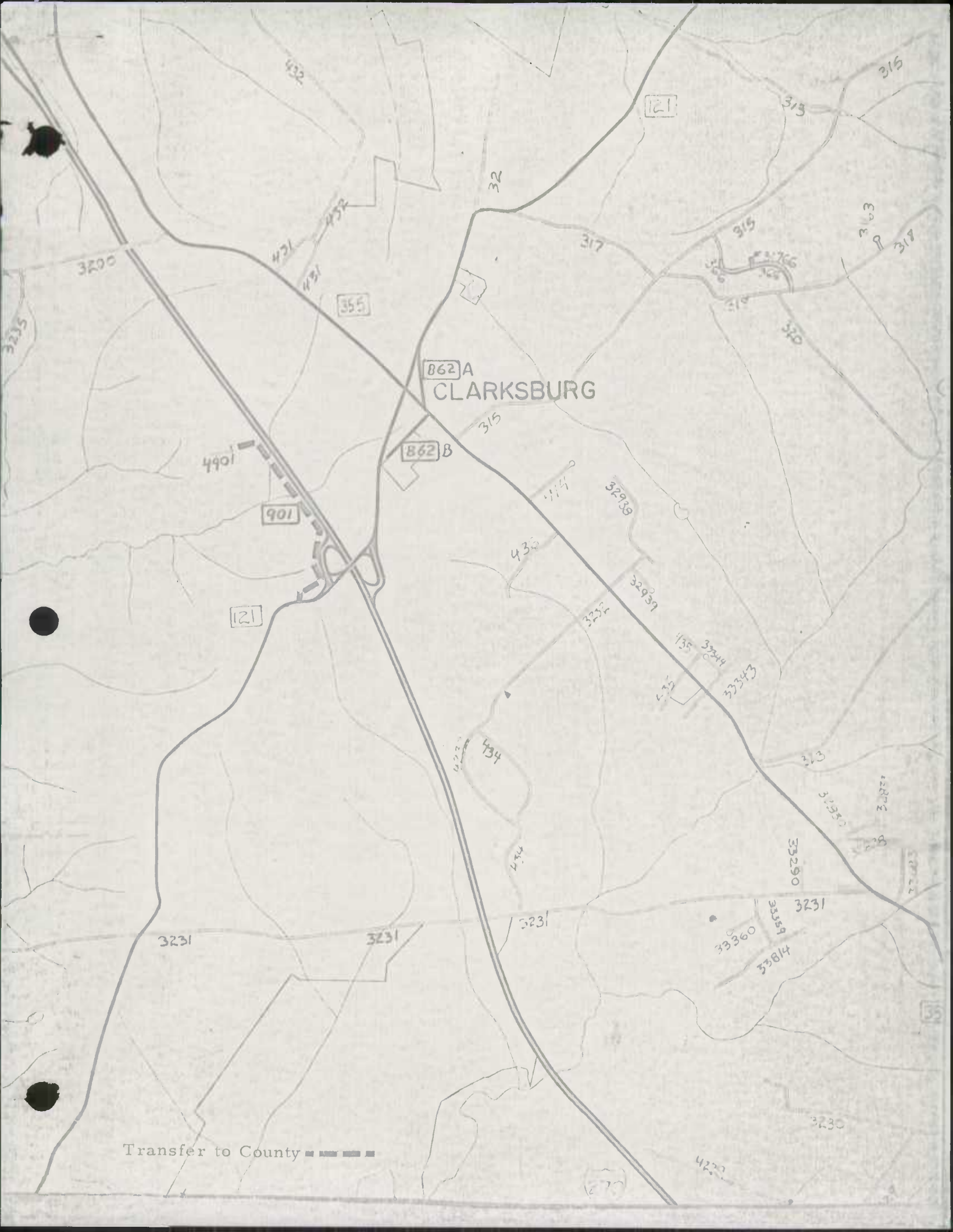
December 29, 1975

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated December 29, 1975, between the State Highway Administration and Montgomery County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

Md. 901 - From Md. 121 to end of SHA maintenance for a distance of 0.74 mile.

Said agreement had previously been executed by the Chief Administrative Officer of Montgomery County, and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies:
Mr. N. B. Friese
Mr. H. G. Downs
Mr. A. W. Tate
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. M. S. Caltrider
Mr. R. J. Hajzyk
Mr. C. E. Caltrider
Mr. C. W. Reese
Mr. E. S. Freedman
Mr. T. Hicks
Mr. E. T. Dougherty
Mr. T. L. Cloonan
Mr. C. Lee
Mr. P. S. Jaworski
Mr. R. C. Davison
Mr. J. T. Neukam
Mrs. E. K. Roche
Montgomery County
Secretary's File
SHA - Montgomery County File


121
862 A
CLARKSBURG
862 B
901
355
4901
3200
3231
Transfer to County

THIS AGREEMENT, made this 29th day of December, 1975, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

Md. 901 - From Md. 121 to end of SHA maintenance for a distance of 0.74 mile.

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

1. The aforegoing mileage will be included in the County's road inventory as of December 1, of the year following completion of the reconstruction of the roadway by the County.
2. The basis for the allocation of funds will include the additional 0.74 mile in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.
3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by Montgomery County as set forth in Item 1, hereof.
4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

WITNESS:

Clyde P. Hyatt

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By: Robert J. Fazzolo
Director, Office of Planning and Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this 29th day of December, 1975.

James S. Hoban
Administrative Special Attorney

ATTEST:

Jean M. McKernon

MONTGOMERY COUNTY, MARYLAND

By: Chief Administrative Officer

APPROVED:

Director of Transportation
12/8/75

Approved as to form and legal sufficiency this 10th day of Dec, 1975.

County Attorney

Montgomery Co
Md 808 trans. to Co

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING
SEPTEMBER 30, 1975

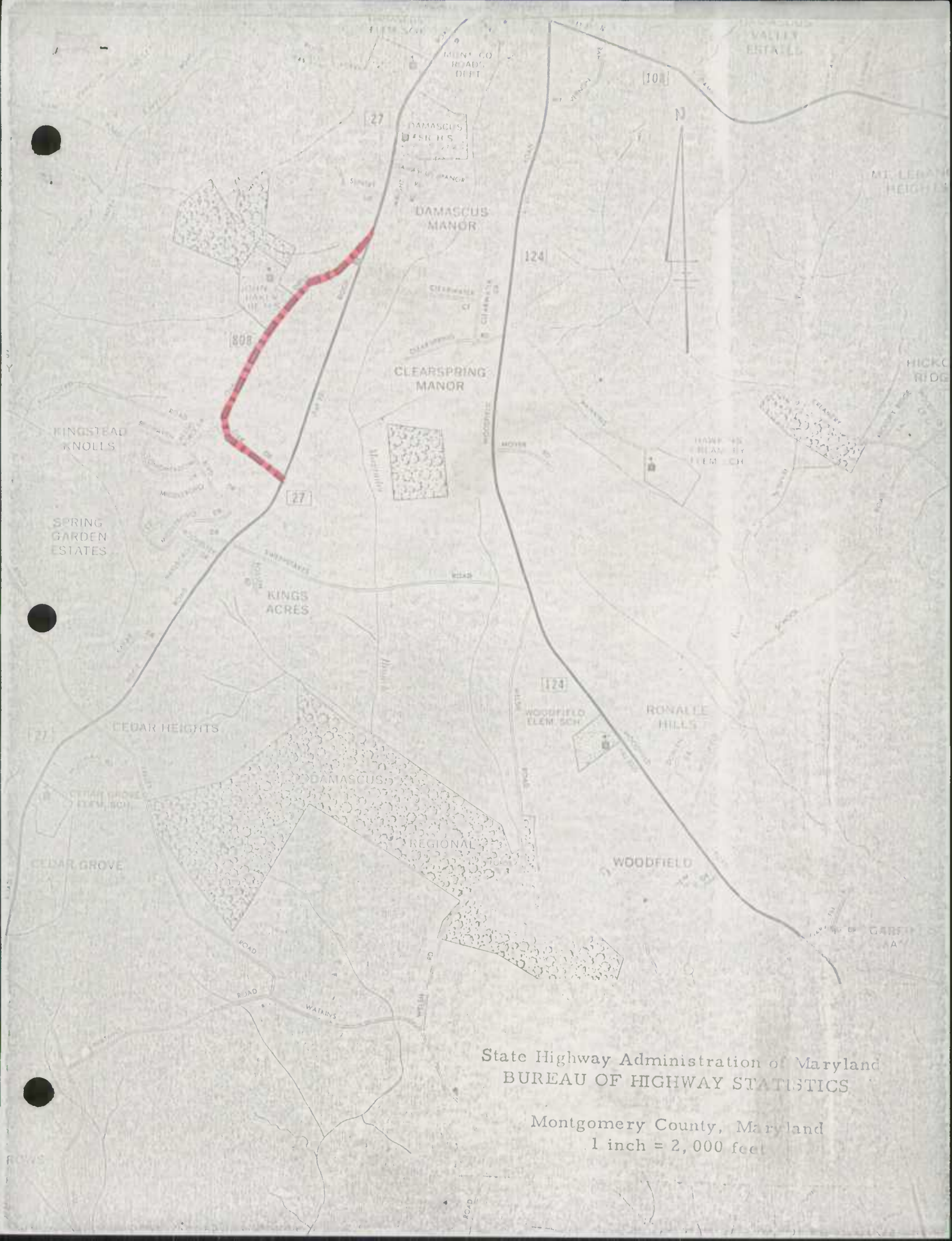
Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated September 30, 1975, between the State Highway Administration and Montgomery County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

Md. 808 (Oak Drive) - From Md. 27 (Ridge Rd.) to Md. 27 (Ridge Rd.) a distance of 1.01± miles.

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

Copies:

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



State Highway Administration of Maryland
BUREAU OF HIGHWAY STATISTICS

Montgomery County, Maryland
1 inch = 2,000 feet

THIS AGREEMENT made this 30th day of September, 1975 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

Md. 808 (Oak Drive) - From Md. 27 (Ridge Rd.) to Md. 27 (Ridge Rd.) a distance of 1.01± miles.

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

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

2. The aforegoing mileage will be included in the inventory as of December 1, 1975.

3. The basis for the allocation of funds will include the additional 1.01 miles in the allocation to the County beginning July 1, 1976.

4. The transfer of said roads are made on an "As-Is-Basis" which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

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

THE STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Clyde P. Hyatt

By: Robert J. Tuggle
Director, Office of Planning and
Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency
this 22nd day of September, 1975.

James S. Heber
Administrative Special Attorney

ATTEST:

J. M. McKernon

MONTGOMERY COUNTY, MARYLAND

By: Chief Administrative Officer

APPROVED:

Director of Transportation
8/7/75

Approved as to form and legal sufficiency
this 22nd day August, 1975.

Ken Feldt
County Attorney

Montgomery

Md 898-A
(Baltimore Rd)
State to County

Assigned Co 7560

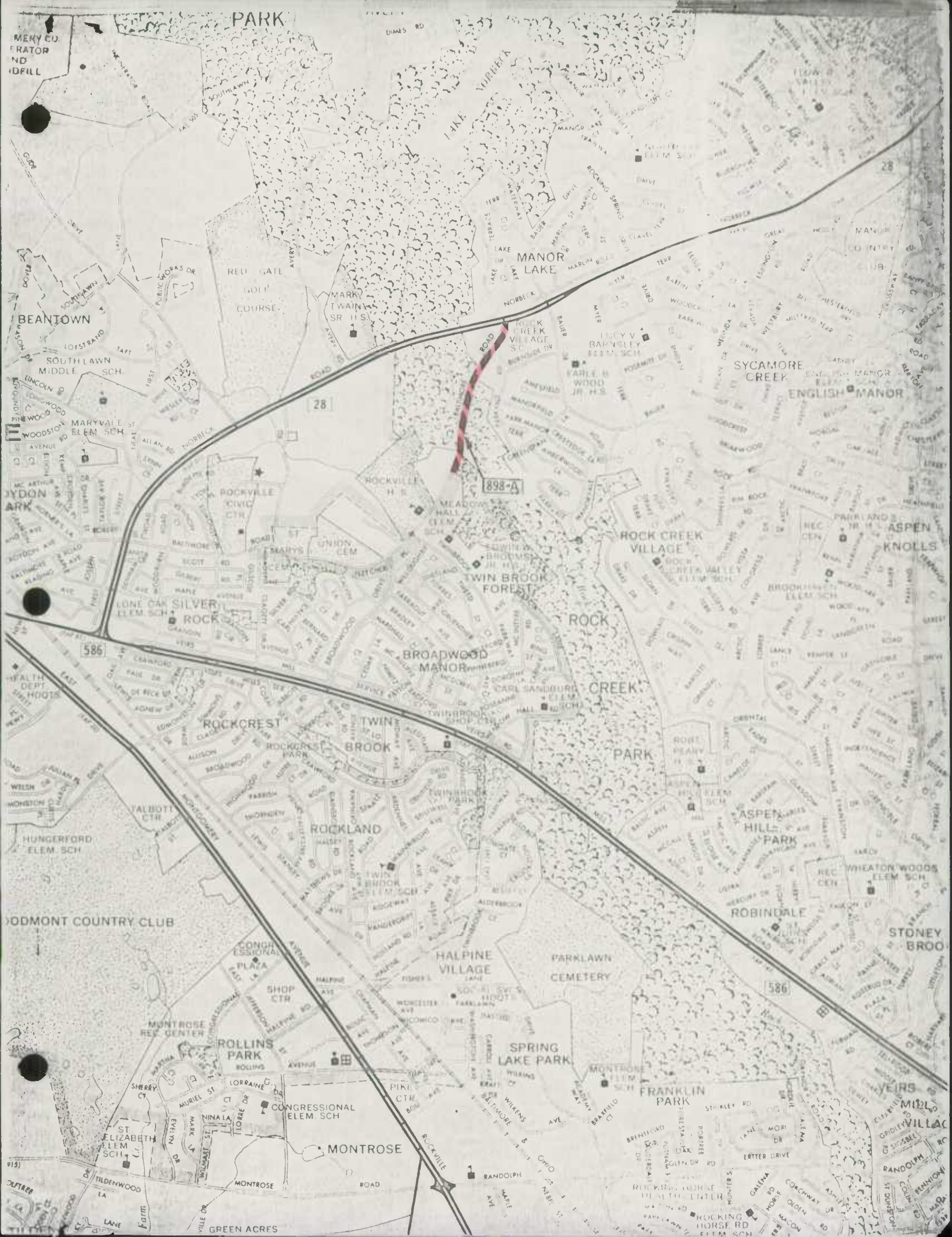
MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING
SEPTEMBER 8, 1975

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated September 8, 1975, between the State Highway Administration and Montgomery County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

Md. 898-A (Baltimore Rd.) - From Md. Route 28 (Norbeck Rd.) to the end of SHA maintenance 0.18 mile south of Rock Creek for a distance of 0.57± mile.

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

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


PARK
MANOR LAKE
RED GAIL GOLF COURSE
MARK TWAIN SR. H.S.
BEANTOWN
SOUTH LAWN MIDDLE SCH
MARYVALE ELEM SCH
ROCKVILLE CIVIC CTR
ROCKVILLE H.S.
MEADOW HALL ELEM SCH
TWIN BROOK FOREST
ROCK CREEK VILLAGE
SYCAMORE CREEK
ENGLISH MANOR
ASPEN KNOLLS
SILVER ROCK
LONE OAK ELEM SCH
BROADWOOD MANOR
CARL SANDBURG ELEM SCH
ROCK CREEK PARK
ROCKCREST
TWIN BROOK
ROCKLAND
TALBOTT CTR
HUNGERFORD ELEM SCH
ASPEN HILL PARK
WHEATON WOODS ELEM SCH
ROBINDALE
STONEY BROOK
HALPINE VILLAGE
PARKLAWN CEMETERY
SHOP CTR
MONTROSE REC CENTER
ROLLINS PARK
SPRING LAKE PARK
MONTROSE ELEM SCH
FRANKLIN PARK
CONGRESSIONAL ELEM. SCH
ST ELIZABETH ELEM SCH
MONTROSE
RANDOLPH
ROCKING HORSE HEALTH CENTER
ROCKING HORSE RD ELEM SCH
GREEN ACRES
ROCKVILLE
NORBECK ROAD
28
586
898-A

THIS AGREEMENT made this 8th day of September, 1975 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

Md. 898-A (Baltimore Rd.) - From Md. Route 28 (Norbeck Rd.) to the end of SHA maintenance 0.18 mile south of Rock Creek for a distance of 0.57± mile.

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

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

2. The basis for the allocation of funds will include the additional 0.57 mile in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.

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

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

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Clyde P. Hyatt

By: Robert J. Fogg

Director, Office of Planning and Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this 5th day of September, 1975.

Administrative Special Attorney

ATTEST:

MONTGOMERY COUNTY, MARYLAND

By:

Chief Administrative Officer

APPROVED:

Director of Transportation

8/11/75

Approved as to form and legal sufficiency this 20 day of Aug, 1975.

County Attorney

STATE HIGHWAY ADMINISTRATION

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

MEMORANDUM

TO Mr. M. S. Caltrider
District Engineer-District 3

DATE February 18, 1975

FROM Thomas L. Cloonan, Chief
Bureau of Highway Statistics

SUBJECT Route Number Designations

MONT. CO

In response to a request from Mr. Thomas Hicks, Assistant Chief Engineer, Traffic Division, and with your concurrence, we are making the following route number changes.

1. Md. Route 185 will begin at the District of Columbia Line and terminate at Md. 97, Georgia Ave.

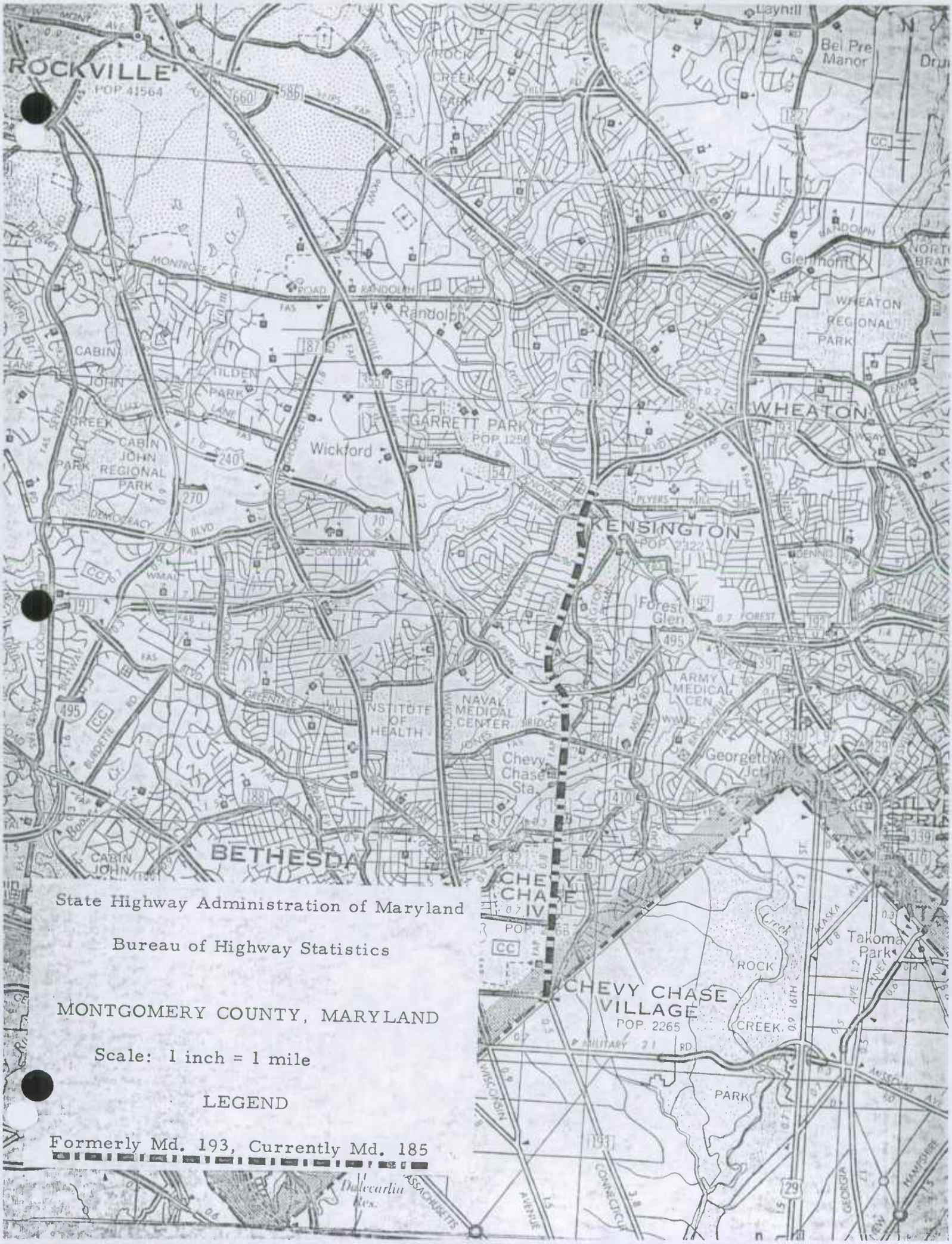
2. Md. Route 193 will begin at Md. Route 185 and terminate at Md. Route 556, Enterprise Rd.

For your information, we are enclosing a map segment indicating that portion of Md. Route 193 to be designated as Md. Route 185.

In the event you have any questions regarding this transaction, please advise.

TLC:CPH:daw
Enclosure
cc: Mr. A. W. Tate
Mr. C. E. Caltrider
Mr. R. Davison
Mr. G. Hermes
Mr. T. Hicks
Mr. W. Hicks
Mr. P. Jaworski
Mr. L. E. McCarl
Mr. B. Stewart
Mr. R. Ward
Mr. J. White
Mr. A. Yurek
Sgt. J. Harvey
Mr. C. R. Anderson
Mr. W. Knipple
Mr. P. Becker
Mr. D. A. Wiles

SHA-20.0-1
2-7-72


ROCKVILLE
POP 41564
Bel Pre Manor
Glenmont
WHEATON REGIONAL PARK
Randolph
CABIN JOHN
TILDEN PARK
GARRETT PARK
POP 1256
Wickford
WHEATON
CABIN JOHN REGIONAL PARK
KENSINGTON
POP 2122
Forest Glen
ARMY MEDICAL CEN
NAVAL MEDICAL CENTER
INSTITUTE OF HEALTH
Chevy Chase Sta.
Georgetown Jct
BETHESDA
CHEVY CHASE
POP 2265
CHEVY CHASE VILLAGE
POP. 2265
ROCK CREEK
PARK
Takoma Park
State Highway Administration of Maryland
Bureau of Highway Statistics
MONTGOMERY COUNTY, MARYLAND
Scale: 1 inch = 1 mile
LEGEND
Formerly Md. 193, Currently Md. 185

Master File

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING
FEBRUARY 11, 1975

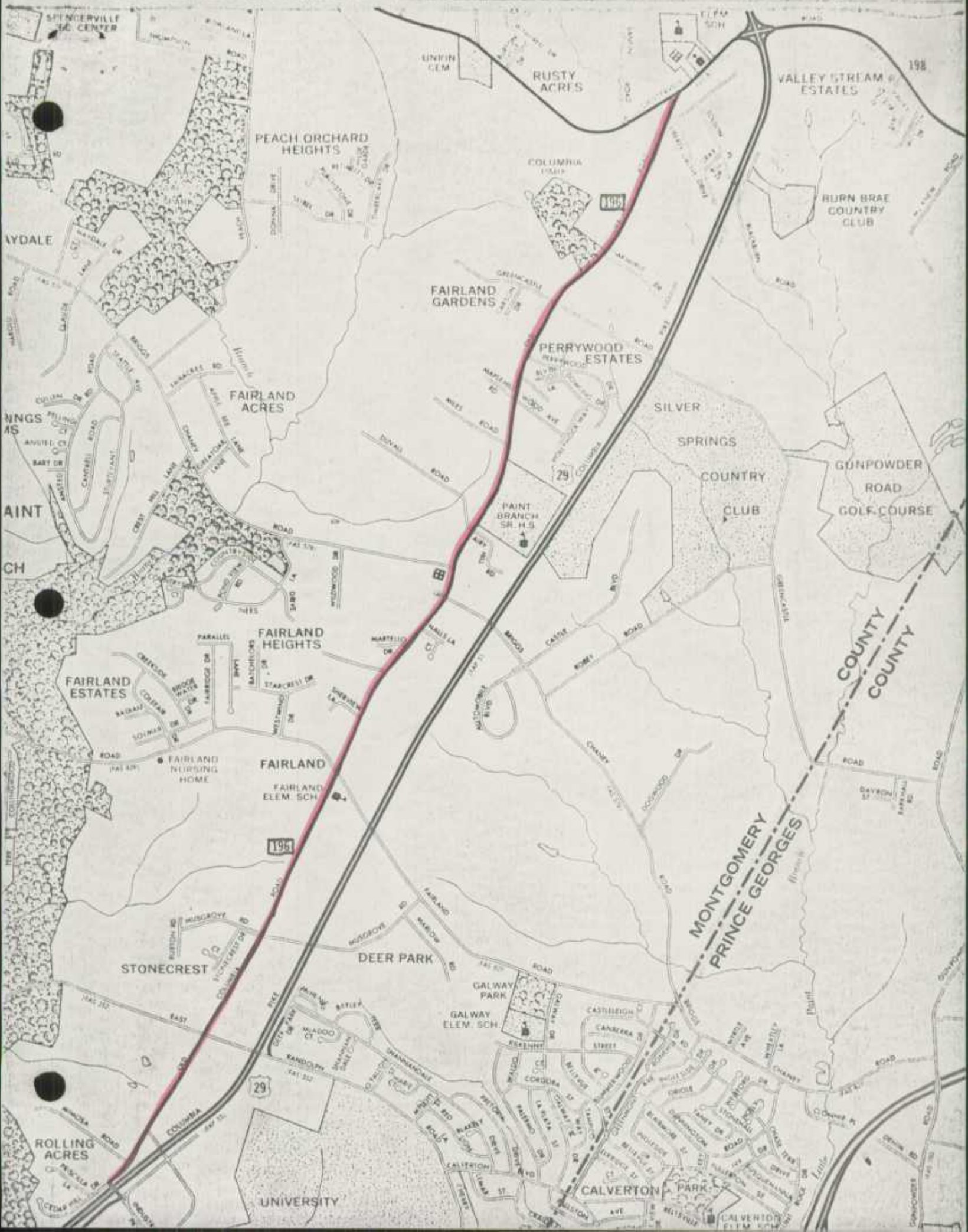
CO 4552

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated February 11, 1975, between the State Highway Administration and Montgomery County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

Md. 196 (Old Columbia Road) - From U.S. 29 at Industrial Parkway northerly to Md. 198 at Burtonsville for a distance of 4.19 miles.

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

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


SPENCERVILLE
RUSTY ACRES
VALLEY STREAM ESTATES
198
PEACH ORCHARD HEIGHTS
COLUMBIA
BURN BRAE COUNTRY CLUB
FAIRLAND GARDENS
PERRYWOOD ESTATES
FAIRLAND ACRES
SILVER SPRINGS COUNTRY CLUB
GUNPOWDER ROAD GOLF COURSE
PAINT BRANCH SR. H.S.
FAIRLAND HEIGHTS
FAIRLAND ESTATES
FAIRLAND NURSING HOME
FAIRLAND
FAIRLAND ELEM. SCH.
COUNTY
COUNTY
MONTGOMERY
PRINCE GEORGES
STONECREST
DEER PARK
GALWAY PARK
GALWAY ELEM. SCH.
ROLLING ACRES
UNIVERSITY
CALVERTON PARK
CALVERTON ELEM. SCH.

THIS AGREEMENT made this 11th day of February 1975 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

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

Md. 196 (Old Columbia Road) - From U.S. 29 at Industrial Parkway northerly to Md. 198 at Burtonsville for a distance of 4.19 miles.

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

1. The aforegoing mileage will be included in the County's road inventory as of December 1, of the year following completion of the resurfacing of the roadway by the "Highway Administration."
2. The basis for the allocation of funds will include the additional 4.19 miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.
3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1, hereof.
4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

Clyde P. Hyatt

By: Robert J. Fryk
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 7th day of September 1973.

APPROVED:

Chief, Bureau of Highway Statistics

Administrative Special Attorney

MONTGOMERY COUNTY, MARYLAND

ATTEST:

By: Robert G. Scanlon
Chief Administrative Officer

Approved as to form and legal sufficiency this 13th day of August 1973.

APPROVED:

Director of Transportation

Cont County Attorney

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

October 28, 1974

Now
Md 124

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated October 28, 1974, between Montgomery County, Maryland, and the State Highway Administration, relative to the transfer by the County to the Administration for maintenance purposes as part of the State Highway System, of the following described section of road, subject to conditions more fully set forth in the agreement.

Quince Orchard Rd. - From Md. 117 & Md. 124 to I-270 for a total distance of 0.47-$^{+}$ mile.

Said agreement had previously been executed by the Chief Administrative Officer of Montgomery County and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

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

Quince Orchard Rd

THIS AGREEMENT made this 28 day of October 1974 by and between Montgomery County, Maryland, hereinafter referred to as "County," party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the second part.

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

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

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

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

Quince Orchard Rd. - From Md. 117 & Md. 124 to I-270 for a total distance of 0.47± mile.

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

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The aforegoing mileage will be excluded from the County's road inventory as of December 1, 1974.
3. The basis for the allocation of funds will exclude the 0.47± mile in the allotment to the County beginning July 1, 1975.
4. The transfer of said road is made on an As-Is-Basis which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

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

MONTGOMERY COUNTY, MARYLAND

By: _____
Chief Administrative Officer

WITNESS:

_____

Approved as to form and legal sufficiency this 21 day of August, 1974.

_____
County Attorney

APPROVED:

_____
Director of Transportation 8/13/74

STATE HIGHWAY ADMINISTRATION OF MARYLAND

By: _____
Director, Office of Planning and Preliminary Engineering

WITNESS:

_____

Approved as to form and legal sufficiency this 9th day of August, 1974.

_____
Administrative Special Attorney

APPROVED:

_____
Chief, Bureau of Highway Statistics

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

October 2, 1974

Now
Md 124

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated October 2, 1974, between the City of Gaithersburg, Maryland, and the State Highway Administration, relative to the transfer by the City to the Administration for maintenance purposes as part of the State Highway System, of the following described section of road, subject to conditions more fully set forth in the agreement.

Montgomery Village Ave. - From I-270 to Md. 355 for a total distance of 0.38± mile.

Said agreement had previously been executed by the City Manager of the City of Gaithersburg and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

Copies:
N. B. Friese
H. G. Downs
A. W. Tate
L. E. McCarl
R. C. Pazourek
M. S. Caltrider
R. J. Hajzyk
C. W. Reese
E. S. Freedman
D. J. Sinners
C. E. Caltrider
T. Hicks
E. Dougherty
T. L. Cloonan
C. Lee
P. S. Jaworski
R. C. Davison
J. V. Lentz
City of Gaithersburg
Secretary's File
SHA-Montgomery County File
City of Gaithersburg

THIS AGREEMENT made this 2nd day of October 1974 by and between the City of Gaithersburg, Maryland, hereinafter referred to as the "City," party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the second part.

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

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

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

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

Montgomery Village Ave. - From I-270 to Md. 355 for a total distance of 0.38± mile.

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

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

2. The aforegoing mileage will be excluded from the City's road inventory as of December 1, 1974.

3. The basis for the allocation of funds will exclude the 0.38± mile in the allotment to the City beginning July 1, 1975.

4. The transfer of said road is made on an AS-Is-Basis which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

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

CITY OF GAITHERSBURG
MONTGOMERY COUNTY, MARYLAND

WITNESS:

Celia M. Beckt

By: Sanford W. Darby
City Manager

Approved as to form and legal sufficiency this 2nd day of October, 1974.

WITNESS:

Sanford W. Darby

City Attorney

STATE HIGHWAY ADMINISTRATION OF MARYLAND

By: Robert J. Bryant
Director, office of planning and Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

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

Administrative Special Attorney

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

July 30, 1974

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated June 28, 1974, between the State Highway Administration and the City of Gaithersburg, Maryland, relative to transfer by the Administration to the City for maintenance purposes as part of the City Highway System, of the following described section of State constructed road, subject to conditions more fully set forth in the agreement.

Md. 114 (N. Summit Avenue) - From Md. 124 (Diamond Ave.) to the Corporate limits of Gaithersburg at Park Avenue, for a distance of 0.31± mile.

Said agreement had previously been executed by the City Manager of Gaithersburg and approved as to form and legal sufficiency by Administrative Special Attorney, Sfekas.

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

THIS AGREEMENT made this 28th day of June 197

by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and the City of Gaithersburg, Maryland, hereinafter referred to as the "City," party of the second part.

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

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

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

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

Md. 114 (North Summit Avenue) - From Md. 124 (Diamond Ave.) to the corporate limits of Gaithersburg at Park Ave. for a total distance of 0.31± mile.

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

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

2. The aforegoing mileage will be included in the inventory as of December 1, 1974.

3. The basis for the allocation of funds will include the additional 0.31± miles in the allocation to the City beginning July 1, 1975.

4. The transfer of said road is made on an "As-Is-Basis" which pertains to existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.

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

STATE HIGHWAY ADMINISTRATION OF MARYLA

WITNESS:

Clyde P. Hyatt

By: Robert J. Foggyl
Director, Office of Planning and Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this _____ day of _____, 1974.

Administrative Special Attorney

WITNESS:

Ada M. Brent

CITY OF GAITHERSBURG
MONTGOMERY COUNTY, MARYLAND

By: Harland W. Daily
City Manager

Approved as to form and legal sufficiency this _____ day of _____, 1974.

City Attorney

Former MD 114, Now Gaithersburg MU 0357

Legend

- Interstates
- US roads
- Primary roads
- Secondary roads
- Result highlight
- Counties
- States
- Water
- Query Area

N

Disclaimer:
The data and related materials contained herein are provided 'as is' and were created to meet a specific business need of the Maryland State Highway Administration (SHA). Any other use, while not prohibited, is the sole responsibility of the user who shall assume all liability regarding the fitness of use of the information.

Print This print requires landscape orientation (Layout Tab) for printing.

RESOLUTION NO. R-26-74

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE MARYLAND STATE HIGHWAY ADMINISTRATION TO TRANSFER 0.31± MILE OF MD. 114 (NORTH SUMMIT AVENUE), A PORTION OF THE STATE HIGHWAY SYSTEM, TO THE CITY STREET SYSTEM

WHEREAS, the State Highway Administration wishes to divest itself of Maryland 114; and

WHEREAS, it has transferred most of Md. 114 to Montgomery County; and

WHEREAS, the remaining 0.31± mile is located wholly within the City limits:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Gaithersburg, Maryland, in public meeting assembled, that the City Manager be and he hereby is authorized to execute an agreement with the Maryland State Highway Administration to transfer 0.31± mile of Maryland Route 114 (North Summit Avenue) to the City Street System.

ADOPTED by the City Council this 17th day of June, 1974.

PRESIDENT OF THE COUNCIL

This is to certify that the foregoing Resolution was adopted by the City Council in public meeting assembled on the 17th day of June, 1974.

Sanford W. Daily

Sanford W. Daily, City Manager

MEMORANDUM OF ACTION OF DIRECTOR, ROBERT J. HAJZYK
OFFICE OF PLANNING AND PRELIMINARY ENGINEERING
JUNE 20, 1974

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

Md. 902 - From East Randolph Road (formerly Beltsville Road) to 0.05 mile south of Calverton Blvd. for a distance of 0.15 mile.

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

NOW CO 2955

Copy:

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

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

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Highway Administration of the Department of Transportation of Maryland is empowered to transfer State Highways or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance purposes, and the Governing Bodies of the several Counties and/or Towns of Maryland are empowered to transfer County roads and/or Town Streets, or portions thereof, to the State Highway Administration of the Department of Transportation of Maryland, for maintenance purposes, and

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

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

Md 902 - From East Randolph Rd. (formerly Beltsville Rd.) to 0.05 mile south of Calverton Blvd. for a distance of 0.15 mile.

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, 1975.

2. The basis for the allocation of funds will include the additional 0.15

mile in the allocation to the County beginning July 1 of the year following the year and date set forth in Item 1 above.

3. The effective date for the transfer of this section of road, is immediately upon signing of this agreement.

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 appurtenance 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.

WITNESS:

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By _____
Director, Office of Planning and Preliminary Engineering

Approved as to form and legal sufficiency this 17th day of June, 1974

APPROVED:

Chief, Bureau of Highway Statistics

Administrative Special Attorney

ATTEST:

MONTGOMERY COUNTY, MARYLAND

By _____
Chief Administrative Officer

APPROVED:

Approved as to form and legal sufficiency this _____ day of _____ 197

County Manager

Acting Director of Public Works

Counsel to County Council of Montgomery County

APPROVED AS TO FORM AND LEGALITY.
OFFICE OF COUNTY ATTORNEY
BY _____
DATE 7/18/72

2353 Deed

PAID

1961 NOV 28 PM 4:05

MONTG CO

United States of America
Department of Commerce
Bureau of Public Rds.

to

State Roads Commission

Secretary's File
No. 38024

To Secretary-State Roads Commission
This conveyance has been listed in
Right of Way Department ledger

No extra property acquired

Extra property acquired and
entered in property record

Updated by Date
JAN 10 '62

Received this 28th day of Nov.
1961 at 4:04 o'clock P.M. to be
recorded, and same day was recorded
in Liber C.K.W. No. 2973 Folio 214
one of the land records of Montgomery
County, Md., and Examined per
Clayton K. Wilkins

Md 9006
Montgomery County
Mont. Tract Nat'l Rd.
Gvt to State
Deed 1961/3

RECEIVED
1961 NOV 7 AM 10

No. 5011

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, OCTOBER 30, 1961
* * *

Chairman and Director Funk executed deed, in duplicate, dated September 28, 1961, by and between the United States of America, acting by and through the Department of Commerce, Bureau of Public Roads, therein referred to as the "Department," and the State of Maryland, to the use of the State Roads Commission, therein referred to as the "State," wherein the Department, upon condition that the State will accept title to the land and maintain the project thereon in accordance with the Federal-aid highway laws, the regulations for the administration of Federal-aid highways and the policies and procedures prescribed by the Federal Highway Administrator, remises, releases, quitclaims and conveys unto the State all right, title and interest of the Department in and to a portion of Navy Haul Road (Md-AD-1 Access Road from Persimmon Tree Road toward MacArthur Boulevard) within the limits of the Sixteenth Street Woods Development Corporation, which portion of road is affected by construction of the Capitol Beltway - River Road to Potomac River, Contract M-512-31-320, R/W File 47032. Said deed, which does not include the portion of Navy Haul Road located within the limits of the William C. Bowles property, further provides that in the event of conveyance of this land by the State to Montgomery County, said County will provide maintenance therefor.

The deed, which had previously been executed for the Department of Commerce, Bureau of Public Roads, by Arthur D. Goldstein, Acting Assistant General Counsel for the Federal Highway Administrator, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour, was transmitted for execution on the part of Mr. Funk by Right of Way Division Deputy Chief L. A. Yost, Jr. with letter of October 23, 1961.

Copy: Mr. D. H. Fisher
Mr. L. C. Moser (2)
Mr. H. G. Downs
Mr. C. E. Wyant, Jr.
Secretary's File
Contract M-512-31-320
SRC-Montgomery County

LIBER 2913 FOLIO 214
Recorded Nov. 28th, 1961-at-4:06 P. M.

THIS DEED, made this 28th day of September, 1961, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF COMMERCE, BUREAU OF PUBLIC ROADS, hereinafter referred to as the DEPARTMENT, and the STATE OF MARYLAND to the use of the STATE ROADS COMMISSION, hereinafter referred to as the STATE:

W I T N E S S E T H :

WHEREAS, in accordance with the provisions of the Defense Highway Act of 1941 (55 Stat. 765), the United States of America acquired for use in connection with Maryland Access Road Project MD-AD-1, certain lands and interests in land in a condemnation proceeding designated as United States of America, Plaintiff, vs. Certain Parcels of Land, in the County of Montgomery, State of Maryland, William C. Bowles, et. al., Defendants, Civil No. 6746, instituted in the United States District Court for the District of Maryland and recorded on July 29, 1953, No. 1561 Law, General Law Docket No. 2 among the land records of Montgomery County, Maryland; and

WHEREAS, on the filing of a Declaration of Taking executed by the Federal Highway Administrator and the deposit of his estimate of just compensation into the Registry of the Court, title to the interests in Tract No. 2 as set forth and described more particularly in the Declaration of Taking vested in the DEPARTMENT; and

WHEREAS, Title 23, United States Code, Section 210(e) authorizes the conveyance of such lands and interests in lands to the STATE.

NOW, THEREFORE, the DEPARTMENT, as authorized by law, and upon condition that the STATE will accept title to the lands and maintain the project thereon, in accordance with the Federal-aid highway laws, the regulations for the administration of Federal-aid highways and the policies and procedures prescribed by the Federal Highway Administrator, does hereby remise, release, quitclaim and convey unto the STATE all the right, title and interest of the DEPARTMENT in and to Tract No. 2 and interests therein, as more particularly described in the Complaint in Condemnation, the Declaration of Taking

filed in Civil No. 6746 aforesaid subject to the following term and condition: That in the event the STATE conveys title to the access road as above designated to Montgomery County, Maryland, said County will maintain said project.

TO HAVE AND TO HOLD said lands and interests in lands unto the STATE and its successors and assigns forever.

IN WITNESS WHEREOF, I, Arthur D. Goldstein, Acting Assistant General Counsel, pursuant to delegations of authority from the Secretary of Commerce, the Federal Highway Administrator, David S. Black, General Counsel of the Bureau of Public Roads, and Henry H. Krevor, Assistant General Counsel by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

BY Arthur D. Goldstein
Arthur D. Goldstein
Acting Assistant General Counsel
for the Federal Highway Administrator

UNITED STATES OF AMERICA)
DISTRICT OF COLUMBIA)

I, E. H. Tracy, a Notary Public in and for the District of Columbia, do hereby certify that on this the 28 day of Sept, 1961, before me personally appeared Arthur D. Goldstein, being to me personally well known and known by me to be the Acting Assistant General Counsel, Bureau of Public Roads, and acknowledged that the foregoing instrument bearing date of Sept 28, 1961, was executed by him in his official capacity and by authority in him vested by law for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his free act and deed as Acting Assistant General Counsel, Bureau of Public Roads.

Witness my hand and seal this 28 day of Sept, 1961.

E. H. Tracy
Notary Public
E. H. Tracy

(SEAL)

In compliance with the conditions set forth in the foregoing deed, the STATE ROADS COMMISSION, STATE OF MARYLAND, certifies and by the acceptance of this deed, accepts the land herein described and agrees for itself, its successors and assigns, forever, to abide by the conditions set forth in said deed.

STATE ROADS COMMISSION
STATE OF MARYLAND

BY _____
John B. Funk

STATE OF MARYLAND)
CITY)
~~COUNTY~~ OF BALTIMORE)

I, HARRY G STARK, a Notary Public in and for said State, hereby certify that John B. Funk, whose name as Chairman-Director, State Roads Commission of Md., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he in his capacity as such Chairman-Director, State Roads Comm. of Md., executed the same voluntarily on this day.

Given under my hand and seal of office this 30th day of October, 1961.

_____
Notary Public
Harry G Stark

(SEAL)

Commission Expires May 6, 1963.

Approved as to form
and legal sufficiency
Oct. 19, 1961
_____
Special Asst. Attorney General

FORM RW 25 (Revised 3/1/62)
LEGAL DEPARTMENT
300 West Preston Street
Baltimore 1, Maryland

Mail Address - P. O. Box 717
Baltimore 3, Maryland

DEED

TO
THE STATE OF MARYLAND
TO THE USE OF
THE STATE ROADS COMMISSION
OF MARYLAND

Right of Way Item No. 39114

S. R. C. Contract No. M 512-31- 320

This Deed, Made this 30TH day of January in the year 1963

(A) WHEREAS, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, finds it necessary to acquire the land, easements, rights and/or controls, shown and/or indicated on State Roads Commission of Maryland's Plats Numbered

26401

Secretary's File No. 41093

which are duly recorded, or intended to be recorded, among the Land Records of

Montgomery County (ies) in the State of Maryland in order to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, under its Contract Number M 512-31-320 and known as the

Capitol Beltway

and to thereafter use, maintain and/or further improve said highway and/or bridge, as a part of the Maryland State Roads System.

(B) NOW, THEREFORE, THIS DEED AND RELEASE WITNESSETH: That for and in consideration of the above premises, One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby grant and convey unto the STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, FOREVER IN FEE SIMPLE, all our right, title and interest, free and clear of all liens and encumberances, in and to

(C) 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 and/or indicated on the hereinbefore mentioned plats, all of which plats are made a part hereof, so far as our property and/or our rights may be affected by the said proposed highway and/or bridge, and the appurtenances thereto belonging, or in anywise appertaining.

(D) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on the 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 granted is changed so that the easement required for slopes is no longer necessary to retain, support or protect the highway construction within the area conveyed in fee simple, then said easement for slopes shall cease to exist.

(E) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, 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 Roads Commission to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway.

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

(G) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, 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 to EXPRESSWAYS, or by means of such public and/or private road connections to CONTROLLED ACCESS ARTERIAL HIGHWAYS, as the "COMMISSION" may construct, or permit to be constructed.

CONTINUED ON PAGE 2

District of Columbia
~~STATE OF MARYLAND - COUNTY OF~~..................................

PAGE 4-FORM RW-25

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the ~~STATE OF MARYLAND~~, in and for District of Columbia ....~~County~~, personally appeared.... HOWARD BERNSTEIN, ~~NORMAN BERNSTEIN~~ and FRANCIS G. ADDISON, Trustees .... and each severally acknowledged the aforegoing deed and release to be *~~his~~ *~~her~~ ~~or~~ *their respective act, ~~or *to be the act of the said body corporate~~. (NOTE: strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this 30th day of JANUARY ...... in the year 1963.

NOTARY SEAL

David Rosenbaum NOTARY PUBLIC.
DAVID ROSENBAUM
My Commission expires MAY 15, 1967

~~STATE OF MARYLAND~~ - COUNTY OF: District of Columbia

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the ~~XXXXXXXXXXXXXXXXXXXXXXXX~~ District of Columbia ....~~County~~, personally appeared. ~~CONGRESSIONAL ESTATES, INC.~~ J.B. Shapiro as President for the Congressional Estates, Inc. and each severally acknowledged the aforegoing deed and release to be *his ~~*her or *their~~ respective act, or ~~*to be the act of the said body corporate~~. (NOTE: strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this 31st day of January - - - - - - in the year 1963.

NOTARY SEAL

Gerda B. Forbes NOTARY PUBLIC.
My Commission expires 11/30/1966

STATE OF MARYLAND - COUNTY OF..................................

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for ....County, personally appeared.. .... and each severally acknowledged the aforegoing deed and release to be *his *her or *their respective act, or *to be the act of the said body corporate. (NOTE: strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARIAL SEAL, this.........day of......................... in the year........

NOTARY SEAL

.... NOTARY PUBLIC.
My Commission expires

R.T.&I. to Bd. of Navy Haul & Permanent Roads

To Secretary - State Roads Commission.

This conveyance has been recorded in the Right of Way Division Ledger.

No Extra property was acquired by deed ✓ EBL

Extra property has been acquired and entered in property record - Form RW-91

INDEXED IN LEDGER .... DATE ....
By:- EBLaing
Ledger Clerk.

OFF CONVEYANCES MADE.

Front foot benefit charges not affected by this Deed
WASHINGTON SUBURBAN SANITARY COMMISSION
by William V. Ryan
William V. Ryan, Supervisor of Assessments
10-01-148425

TRANSFER TO GOVERNMENTAL, RELIGIOUS OR CHARITABLE ORGANIZATION
DEC 5 1963

All Taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by 12/5/63 have been paid Dept. of Finance, Montgomery County, Md. This statement is for the purpose of permitting recordation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding taxes.
Ruth L. Barnes

DEED

1963 DEC -5 PM 3:13

FROM

Congressional Estates, Inc.
Francis G. Addison, Jr.
Howard Bernstein, Tr., al

TO

THE STATE OF MARYLAND
TO THE USE OF
THE STATE ROADS COMMISSION
OF MARYLAND

Received for Record Dec. 5th 1963 at 3:13 o'clock P. M. Same day recorded in Liber 3164 No. 690 Folio .... &c., one of the Land Records of Montg. County, and examined per Clayton K. Watkins Clerk.

Cost of Record $..............

Return to:
Right-of-Way Dept.
State Roads Commission
Box 717
Baltimore 3, Md.

Secretary's File
No. 41093

23310

(V) TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

(W) IT IS UNDERSTOOD AND AGREED that the Commission shall have no further obligation or liability for the results of construction, reconstruction, maintenance or further construction of said highway and/or bridge.

(X) TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed unto the proper use and benefit of the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns forever in fee simple, together with the rights, easements, privileges and controls hereinbefore mentioned.

(Y) AND the grantors covenant that they have neither done, nor suffered to be done, anything to encumber the property, easements and/or rights, etc., hereby conveyed, and that they will execute such other and further assurances of same as may be requisite. The property conveyed in fee simple by this instrument is 19.63 acres.

(Z) AND _____ join in this conveyance for the purpose of releasing the land, easements and/or rights herein conveyed from the operation and effect and any mortgage and/or lien which they hold upon the property of the grantors, retaining their rights as mortgagees and/or lienors in and to the remainder of the land of the grantor not affected by this conveyance.

IN WITNESS WHEREOF we have hereunto set our hands and seals.

ATTEST: CONGRESSIONAL ESTATES, INC.

WITNESS	Secy	By: President	(SEAL)
WITNESS		Francis J. Addison, Trustee	(SEAL)
WITNESS		Howard Bernstein, Trustee	(SEAL)
WITNESS		Norman Bernstein, Trustee	(SEAL)
WITNESS		Howard Bernstein, Trustee	(SEAL)
WITNESS			(SEAL)
WITNESS			(SEAL)
WITNESS			(SEAL)
WITNESS			(SEAL)
WITNESS			(SEAL)

SEE PAGE 4 FOR ACKNOWLEDGMENTS

Consent of
16th St. Woods Development Corp.

By _____
J. B. Shapiro, President

~~(H) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the~~ State Roads Commission of Maryland, its successors and assigns, ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of vehicular ingress or egress between their remaining property and the highway across those portions of the right of way lines which are marked "THROUGHOUT THIS PORTION OF THE RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS DENIED," to the end that there never will be any vehicular access to or from said highway and their remaining property across those portions of the said ~~right of way lines which are so marked on the above mentioned plats~~.

(I) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land hereby granted 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.

(J) AND THE GRANTORS HEREIN do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every control or restriction set forth in this instrument of writing, it being the intention of this conveyance to perpetuate all the rights and privileges granted to the State of Maryland, to the use of the State Roads Commission, by this deed. It is expressly understood and agreed that these covenants shall run with and bind upon the GRANTORS, their heirs, successors and assigns, forever.

(K) AND for the same consideration as hereinbefore set forth the Grantors do further grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, all of their right, title and interest in and to the beds of Navy Haul Road and Persimmon Tree Road.

IT BEING part of the same property which was conveyed unto Congressional Estates, Inc. by deed recorded in Liber , folio of the Land Records of Montgomery County, Maryland.

STATE HIGHWAY ADMINISTRATION

February 19, 1974

MEMORANDUM

TO: Messrs.

C. E. Caltrider	C. King	M. S. Caltrider
R. Davison	L. McCarl	H. Pistel
G. Hermes	B. Stewart	T. Mohler
T. Hicks	R. Ward	J. Forrest
W. Hicks	J. White	D. Wiles
P. Jaworski	A. Yurek	G. Straub
		Sgt. J. Harvey (Md. State Police)

FROM: Thomas L. Cloonan, Chief
Bureau of Highway Statistics - SHA

SUBJECT: Route & Control Section Numbers

On March 1, 1973, applications were submitted to the American Association of State Highway Officials Route Numbering Committee by the State Highway Administration requesting the elimination of the cardinal direction suffix letters on Interstate Routes I-70S and I-70N. Favorable approval of this submission was consumated on February 11, 1974, accordingly the following changes in route numbers will be made.

1. Redesignate I-70N from the junction of I-270 (formerly I-70S) southwest of Frederick, easterly to the junction of I-95 in Baltimore City as I-70.

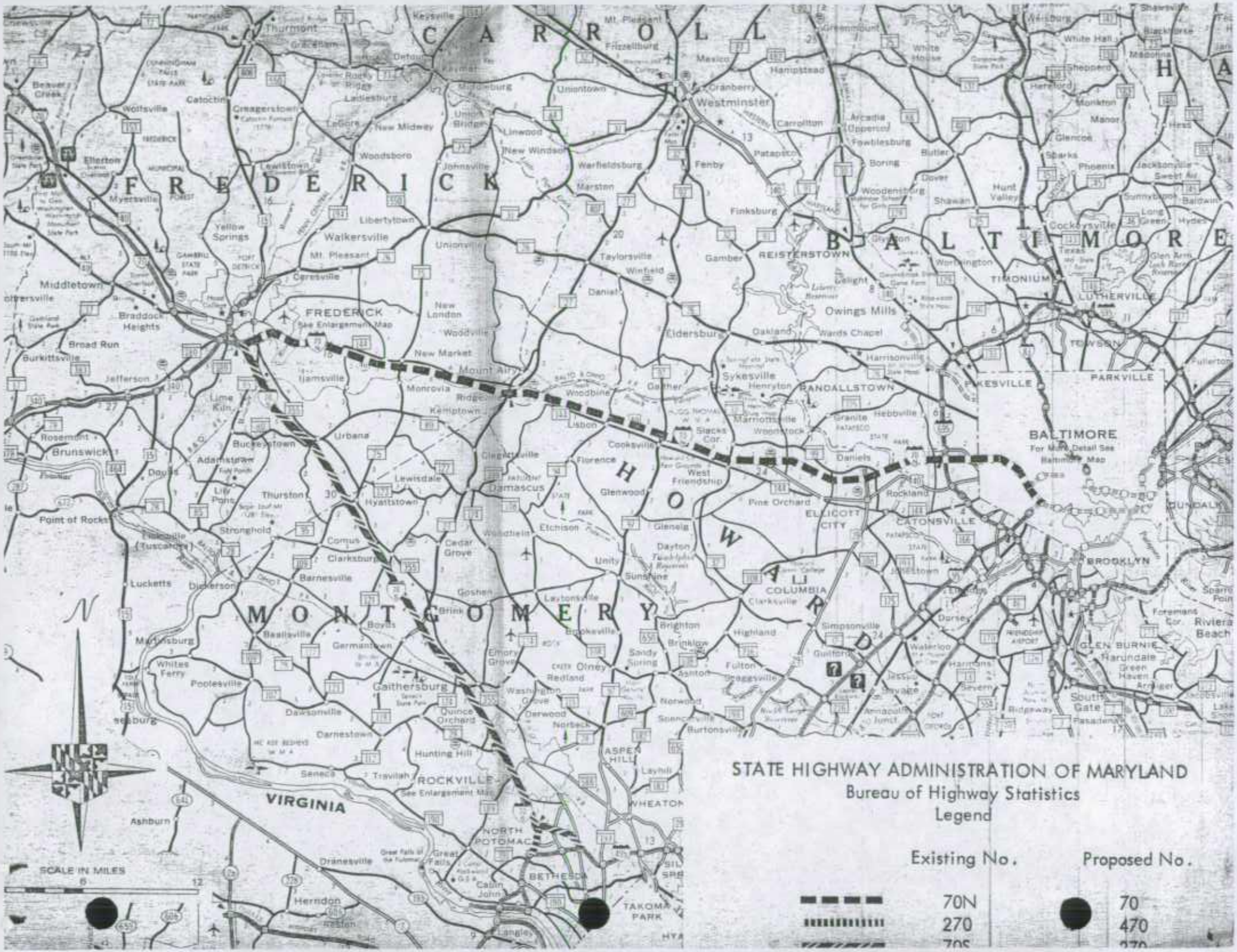
2. Redesignate I-70S from the junction of I-70 (formerly I-70N) southwest of Frederick, southeasterly to the junction of I-495 (Capital Beltway) at Pooks Hill as I-270.

3. Redesignate I-270 from the junction of I-270 (formerly I-70S) north of Democracy Blvd. southerly to the junction of I-495 (Capital Beltway) as I-470. Not Approved - Now I-270Y"

For your information we have enclosed a map segment indicating the changes as outlined above. These changes will appear on our control section listings and maps for the fiscal year beginning July 1, 1974. The official state highway map for 1974 will also reflect these changes.

mt

Enclosures


STATE HIGHWAY ADMINISTRATION OF MARYLAND
Bureau of Highway Statistics
Legend
Existing No.
Proposed No.
70N
270
70
470
CARROLL
FREDERICK
BALTIMORE
HOWARD
MONTGOMERY
VIRGINIA
FREDERICK
See Enlargement Map
BALTIMORE
For More Detail See Baltimore Map
ROCKVILLE
See Enlargement Map
Thurmont
Emmitsburg
Mt. Pleasant
Frizzellburg
Greenmount
Keysville
Taneytown
Westminster
Union Bridge
Middleburg
Uniontown
Mexico
Hampstead
Cranberry
Arcadia (Upperco)
Fowblesburg
Boring
Butler
Glencoe
Sparks
Phoenix
Jacksonville
Sweet Air
Monkton
Manor
Hereford
White Hall
Shawsville
Blackhorse
Maidens
Ellerton
Myersville
Wolfsville
Catoctin
Greagerstown
Ladiesburg
New Midway
Woodsboro
Lewistown
Johnsville
New Windsor
Linwood
Warfieldsburg
Marston
Fenby
Finksburg
Woodensburg
Shawan
Hunt Valley
Cockeysville
Sunnybrook
Long Green
Hydes
Baldwin
Yellow Springs
Libertytown
Walkersville
Mt. Pleasant
Ceresville
Unionville
Taylorsville
Winfield
Gamber
REISTERSTOWN
Worthington
TIMONIUM
LUTHERVILLE
Middletown
Braddock Heights
Broad Run
Burkittsville
Jefferson
Tjamsville
New London
Woodville
New Market
Mount Airy
Ridge
Kemptown
Monrovia
Urbana
Lime Kiln
Bucklestown
Adamstown
Lily Pons
Thurston
Hyattstown
Lewisdale
Damascus
Cleggettville
Woodbine
Lisbon
Cooksville
Florence
Glenwood
West Friendship
Daniels
Rockland
Pine Orchard
ELLICOTT CITY
CATONSVILLE
Sykesville
Henryton
RANDALLSTOWN
Marriottsville
Woodstock
Granite
Hebbville
Slacks Cor.
Cidersburg
Oakland
Wards Chapel
Owings Mills
Harrisonville
TOWSON
PIKESVILLE
PARKVILLE
BALTIMORE
BROOKLYN
DUNDALK
Rosemont
Brunswick
Dovis
Point of Rocks
Lakeville (Tuscarora)
Stronghold
Comus
Clarksburg
Cedar Grove
Barnesville
Dickerson
Lucketts
Goshen
Unity
Sunshine
Etchison
Woodfield
Glenelg
Dayton
COLUMBIA
Clarksville
Laytonsville
Brink
Boyds
Brookeville
Brighton
Brinklow
Sandy Spring
Olney
Redland
Ashton
Highland
Fulton
Gaggesville
Simpsonville
Guilford
Waterloo
Dorsey
Harmons
Severn
Jessup
Savage
Annapolis Junct
Ridgeway
GLEN BURNIE
Harundale
Green Haven
Arnold
South Gate
Pasadena
Riviera Beach
Foremans Cor.
Marlboro
Bealsville
Germantown
Whites Ferry
Poolesville
Gaithersburg
Quince Orchard
Washington Grove
Derwood
Norbeck
Norwood
Burtonsville
Darnestown
Dawsonville
Hunting Hill
Seneca
Travilah
ASPEN HILL
Layhill
WHEATON
Ashburn
Dranesville
Great Falls
NORTH POTOMAC
BETHESDA
Cabin John
TAKOMA PARK
Herndon
Reston
Langley
SCALE IN MILES
0
6
12

Tra

Montgomery Ave
Trans. to State: to be part of
Md 410

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
MONDAY, NOVEMBER 13, 1972
* * *

Acting Administrator O'Donnell executed duplicate copies of agreement dated November 13, 1972, between Montgomery County, Maryland and the State Highway Administration, relative to transfer by the County to the State for maintenance purposes as part of the State Highway System, the following described road, subject to the conditions more fully set forth in the agreement:

Montgomery Avenue - From Md. 355 (formerly U.S. 240)
(County road 401) Wisconsin Ave. to Md. 410 (East/West Highway), for a distance of 0.46± mile.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. W. L. Shook
Mr. M. S. Caltrider
Mr. R. H. Trainor
Mr. E. J. Dougherty
Mr. T. Hicks
Mr. H. H. Bowers
Mr. T. L. Cloonan
Mr. Charles Lee
Mr. P. S. Jaworski
Miss D. J. Sinners
Montgomery County Commissioners
Secretary's file
SHA-Montgomery County file

THIS AGREEMENT made this 13TH day of NOVEMBER 1972 by and between Montgomery County, Maryland, hereinafter referred to as "County", party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "State Highway Administration," party of the second part, and

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

WHEREAS, the County, party of the first part, has agreed to transfer the following road to the State Highway Administration, party of the second part, and the State Highway Administration has agreed to accept same for maintenance purposes, as part of the State Highway System.

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

Montgomery Avenue - (County road 401)	From Md. 355 (formerly U.S. 240) Wisconsin Ave. to Md. 410 East/West Highway, a distance of 0.46 miles.

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

1. The effective date for the transfer will be the day work commences on the reconstruction of Montgomery Ave. under Contract M-714-3-371.

2. The aforegoing mileage will be excluded from the inventory beginning December 1, of the year work commences on this project.

3. The basis for the allocation of funds will exclude the 0.46 miles in the allocation to Montgomery County beginning July 1, following the December 1, date set forth in item two 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.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By _____
Actg. State Highway Administrator

Approved as to form and legal sufficiency this 25th day of October 1972.

APPROVED:

Chief Engineer

Administrative Special Attorney

MONTGOMERY COUNTY, MARYLAND

ATTEST:

Chief Administrative Officer

Approved as to form and legal sufficiency this 28 day of Oct 1972.

APPROVED:

County Attorney

8/1/72

RECOMMENDED:

Director of Public Works

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. N. B. Friese
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. M. S. Caltrider
Mr. C. E. Caltrider
Mr. C. W. Reese
Mr. H. H. Bowers
Mr. T. Hicks
Mr. E. J. Dougherty
Mr. T. N. Cloonan
Mr. Charles Lee
Mr. P. S. Jaworski
Miss D. J. Sinners
Montgomery County Council
Secretary's File
SHA-Montgomery County file

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
TUESDAY, OCTOBER 9, 1973

* * *

Administrator Evans executed duplicate copies of ten agreements dated October 9, 1973, between the State Highway Administration and Montgomery County, Maryland, relative to transfer by the Administration to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreements:

1. Md. 399 (Howard Chapel Road) NOW CO 753 - From Md. 108 east of Damascus to end of SHA maintenance for a distance of 1.53 miles.

2. Md. 122 (Bethesda Church Rd.) NOW SECT OF CO 3 - From Md. 27 (Ridge Rd.) to end of SHA maintenance at County Rd. 2 (Gladhill Rd.), for a distance of 2.61 miles.

3. Md. 123 NOW PART OF CO 2, CO 11, CO 21 CO 4141 + CO 4142 - From the Frederick-Montgomery County line easterly to Md. 122 (Bethesda Church Road) for a distance of 5.06 miles.

4. Md. 107 (Whites Ferry Road) NOW SECT OF CO 281 + CO 4147 - From Md. 109 in Poolesville, westerly to end of SHA maintenance 0.03 mile east of Trundle Road (Co. 278), for a distance of 3.23 miles

Md. 420 (Brink Road) NOW SECTIONS OF CO 27, CO 54 - From Md. 124 easterly to end of SHA maintenance, for a distance of 2.73 miles.

5. Md. 582 NOW SECT OF CO 64 - From Riggs Rd. (Co. 58) to end of SHA maintenance north of County Rd. 58 (Gregg Rd.), for a distance of 0.53 mile.

6. Md. 183 (Randolph Road) - From Md. 97 (Georgia Ave.) to Md. 650 (New Hampshire Ave.) for a distance of 3.06 miles.

7. Md. 114 NOW CO 4241 - From the north corporate limits of Gaithersburg to end of SHA maintenance 0.25 mile south of Emory Grove Road (Co. 37), for a distance of 0.70 mile.

Also it is agreed that the County will transfer to the State as part of the State Highway System the following described sections of County Roads:

8. River Road (Co. 204) - From Co. Rd. 780 at end of SHA maintenance on Md. 190 to Md. 112 (Seneca Road), for a distance of 3.06 miles.

9. New Hampshire Ave. Ext. (Co. Rds. 52 & 53) - From Brighton Dam Road (Co. 57) to Md. 97 (Georgia Ave. Ext.) for a distance of 2.80 miles.

10. Cloppers Road (Co. 222 and 2339) - From Md. 124 (Quince Orchard Road) to the Jct. of Md. 117 and Md. 121 at Boyds, for a distance of 6.30 miles.

Said agreements had previously been executed by Montgomery County, approved as to form and legal sufficiency by Administrative Special Attorney Sfekas and approved by Chief Engineer Downs.

THIS AGREEMENT made this 9th day of October 1973 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

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

Md. 399 (Howard Chapel Road) - From Md. 108 east of Damascus to end of SHA maintenance for a distance of 1.53 miles.

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

1. The aforegoing mileage will be included in the County's road inventory as of December 1, of the year following completion of the resurfacing of the roadway by the "Highway Administration."
2. The basis for the allocation of funds will include the additional 1.53 miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.
3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1, hereof.
4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

THE STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Bernard M. Evans
State Highway Administrator

APPROVED:

_____
Chief Engineer

Approved as to form and legal sufficiency
this ____ day of _____ 1973.

_____
Administrative Special Attorney

MONTGOMERY COUNTY, MARYLAND

ATTEST:

By: _____
Chief Administrative Officer

APPROVED:

Approved as to form and legal sufficiency
this ____ day of _____ 1973.

_____
Director of Transportation

_____
County Attorney

THIS AGREEMENT made this 9th day of October, 1973 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

> Md. 122 (Bethesda Church Rd.) - From Md. 27 (Ridge Rd.) to end of SHA maintenance at County Rd. 2 (Gladhill Rd.), for a distance of 2.61 miles.

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

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

2. The basis for the allocation of funds will include the additional 2.61 miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.

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

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

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

WITNESS:

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By: Bernard H. Evans
Bernard H. Evans
State Highway Administrator

APPROVED:

Hugh W. Poore
Chief Engineer

Approved as to form and legal sufficiency this 18 day of September, 1973.

Administrative Special Attorney

ATTEST:

MONTGOMERY COUNTY, MARYLAND

By: Leon A. Tourne
Chief Administrative Officer

APPROVED:

Director of Transportation

Approved as to form and legal sufficiency this 13 day of September, 1973.

County Attorney

THIS AGREEMENT made this 9th day of October 1973, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

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

Md. 123 - From the Frederick-Montgomery County line easterly to Md. 122 (Bethesda Church Road) for a distance of 5.06 miles.

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

1. The aforegoing mileage will be included in the County's road inventory as of December 1, of the year following completion of the resurfacing of the roadway by the "Highway Administration."
2. The basis for the allocation of funds will include the additional 5.06 miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.
3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1, hereof.
4. The transfer of said road is made on an As-Is Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

THE STATE HIGHWAY ADMINISTRATION
THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Bernard M. Evans
State Highway Administrator

APPROVED:

_____
Chief Engineer

Approved as to form and legal sufficiency
this _____ day of _____ 1973.

_____
Administrative Special Attorney

MONTGOMERY COUNTY, MARYLAND

ATTEST:

By: _____
Chief Administrative Officer

APPROVED:

Approved as to form and legal sufficiency
this _____ day of _____ 1973.

_____
Director of Transportation

_____
County Attorney

THIS AGREEMENT made this [illegible] day of [illegible], 1973 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

Md. 107 (Whites Ferry Road) - From Md. 109 in Poolesville, westerly to end of SHA maintenance 0.03 mile east of Trundle Road (Co. 278), for a distance of 3.23 miles.

Md. 420 (Brink Road) - From Md. 124 easterly to end of SHA maintenance, for a distance of 2.73 miles.

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

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

2. The aforegoing mileage will be included in the County's road inventory as of December 1, 1973.

3. The basis for the allocation of funds will include the additional 5.96 miles in the allocation to the "County" beginning July 1, 1974.

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

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

THE STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Bernard M. Evans
State Highway Administrator

Approved as to form and legal sufficiency
this ____ day of _____ 1973.

APPROVED:

_____
Chief Engineer

_____
Administrative Special Attorney

MONTGOMERY COUNTY, MARYLAND

ATTEST:

By: _____
Chief Administrative Officer

Approved as to form and legal sufficiency
this ____ day of _____ 1973.

APPROVED:

_____
Director of Transportation

_____
County Attorney

THIS AGREEMENT made this 4th day of October, 1973 by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

Md. 582 - From Riggs Rd. (Co. 58) to end of SHA maintenance north of County Rd. 58 (Gregg Rd.), for a distance of 0.53 mile.

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

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

2. The basis for the allocation of funds will include the additional 0.53 mile in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.

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

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

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

WITNESS:

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

By: _____
Bernard M. Evans
State Highway Administrator

APPROVED:

_____
Chief Engineer

Approved as to form and legal sufficiency this ____ day of _____, 1973.

_____
Administrative Special Attorney

ATTEST:

MONTGOMERY COUNTY, MARYLAND

By: _____
Chief Administrative Officer

APPROVED:

_____
Director of Transportation

Approved as to form and legal sufficiency this ____ day of _____, 1973.

_____
County Attorney

4/2/80

Note:

Talked with Mr Shook by phone regarding disposition of relocated portion of Md 183 Randolph Rd. Mr. Shook believes that the intent of the original agreement was to convey all of Md 183 including any relocated sections and extensions of Randolph Road. He also stated that the County expects to assume responsibility for any relocated section. In light of the above he suggested that we put all sections into the county system with no further contact with the county.

Paul E Becker Jr.

THIS AGREEMENT made this 7th day of [illegible] 1973, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

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

Md. 183 (Randolph Road) - From Md. 97 (Georgia Ave.) to Md. 650 (New Hampshire Ave.) for a distance of 3.06 miles.

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

1. The aforegoing mileage will be included in the County's road inventory as of December 1, of the year following completion of the reconstruction of the roadway under Contract M-698-2-371 by the "Highway Administration."
2. The basis for the allocation of funds will include the additional 3.06 miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.
3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1, hereof.
4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Bernard M. Evan
State Highway Administrator

Approved as to form and legal sufficiency
this _____ day of _____ 1973.

_____
Administrative Special Attorney

APPROVED:

_____
Chief Engineer

MONTGOMERY COUNTY, MARYLAND

ATTEST:

By: _____
Chief Administrative Officer

Approved as to form and legal sufficiency
this _____ day of _____ 1973.

APPROVED:

_____
County Attorney

_____
Director of Transportation

THIS AGREEMENT made this 9th day of October 1973, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the first part, and Montgomery County, Maryland, hereinafter referred to as "County," party of the second part.

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

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

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

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

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

Md. 114 - From the north corporate limits of Gaithersburg to end of SHA maintenance 0.25 mile south of Emory Grove Road (Co. 37), for a distance of 0.70 mile.

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

1. The aforegoing mileage will be included in the County's road inventory as of December 1, of the year following completion of work on drainage by the "Highway Administration."
2. The basis for the allocation of funds will include the additional 0.70 miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.
3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by the "Highway Administration" set forth in Item 1, hereof.
4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Bernard M. Evans
State Highway Administrator

Approved as to form and legal sufficiency this 20th day of September 1973.

APPROVED:

_____
Chief Engineer

_____
Administrative Special Attorney

MONTGOMERY COUNTY, MARYLAND

ATTEST:

By: _____
Chief Administrative Officer

Approved as to form and legal sufficiency this 13th day of August 1973.

APPROVED:

_____
Director of Transportation

_____
County Attorney

THIS AGREEMENT made this 9th day of October 1973 by and between Montgomery County, Maryland, hereinafter referred to as "County," party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the second part.

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

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

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

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

of the second part, does hereby accept such transfer from the "County" of the following described section of County road as part of the State Highway System:

River Road (Co. 204) - From Co. Rd. 780 at end of SHA maintenance on Md. 190 to Md. 112 (Seneca Road), for a distance of 3.06 miles.

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

1. The effective date of transfer shall be upon complete approval and execution of this agreement.
2. The aforegoing mileage will be excluded from the inventory as of December 1, 1973.
3. The basis for the allocation of funds will exclude the 3.06± miles in the allocation to the "County" beginning July 1, 1974.
4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

MONTGOMERY COUNTY, MARYLAND

ATTEST:

By: _____
Chief Administrative Officer

Approved as to form and legal sufficiency this _____ day of _____ 1973.

APPROVED:

_____
Director of Transportation

_____
County Attorney

STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

_____

By: _____
Bernard M. Evans
State Highway Administrator

Approved as to form and legal sufficiency this _____ day of _____ 1973.

APPROVED:

_____
Chief Engineer

_____
Administrative Special Attorney

THIS AGREEMENT made this 24 day of [illegible] 1973, by and between Montgomery County, Maryland, hereinafter referred to as "County," party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the second part.

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

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

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

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

New Hampshire Ave. Ext. (Co. Rds. 52 & 53) - From Brighton Dam Road (Co. 57) to Md. 97 (Georgia Ave. Ext.) for a distance of 2.80 miles.

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

1. The aforegoing mileage will be excluded from the County's road inventory as of December 1, of the year following completion of patching and surface treatment of the roadway by the "County."
2. The basis for the allocation of funds will exclude the 2.80 miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.
3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by the "County" set forth in Item 1. hereof.

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

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

MONTGOMERY COUNTY, MARYLAND

ATTEST:

By: _____
Chief Administrative Officer

Approved as to form and legal sufficiency
this ____ day of _____ 1973.

APPROVED:

_____
County Attorney

_____
Director of Transportation

STATE HIGHWAY ADMINISTRATION OF
THE DEPARTMENT OF TRANSPORTATION

WITNESS:

_____

By: _____
Bernard M. Evans
State Highway Administrator

Approved as to form and legal sufficiency
this ____ day of _____ 1973.

APPROVED:

_____
Administrative Special Attorney

_____
Chief Engineer

THIS AGREEMENT made this _____ day of _____ 1973 by and between Montgomery County, Maryland, hereinafter referred to as "County," party of the first part, and the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration," party of the second party.

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

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

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

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

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

Cloppers Road (Co. 222 and 2339) - From Md. 124 (Quince Orchard Road) to the Jct. of Md. 117 and Md. 121 at Boyds, for a distance of 6.30 miles.

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

1. The aforegoing mileage will be excluded from the County's road inventory as of December 1, of the year following completion of patching and surface treatment of the roadway by the "County."
2. The basis for the allocation of funds will exclude the 6.30 miles in the allocation to the "County" beginning July 1, of the year following the year and date set forth in Item 1, hereof.
3. The effective date for the transfer of title to this section is the date of completion of the indicated improvement by the "County" set forth in Item 1, hereof.
4. The transfer of said road is made on an As-Is-Basis which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures; however, this includes Item 3, above.

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

MONTGOMERY COUNTY, MARYLAND

ATTEST:

By: _____
Chief Administrative Officer

Approved as to form and legal sufficiency
this _____ day of _____ 1973.

APPROVED:

_____
County Attorney

_____
Director of Transportation

STATE HIGHWAY ADMINISTRATION OF THE
DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Bernard M. Evan
State Highway Administrator

_____

Approved as to form and legal sufficiency
this _____ day of _____ 1973.

APPROVED:

_____
Chief Engineer

_____
Administrative Special Attorney

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR BERNARD M. EVANS
TUESDAY, JUNE 19, 1973

* * *

Administrator Evans executed duplicate copies of agreement dated June 19, 1973, between the State Highway Administration and The Baltimore and Ohio Railroad Company, wherein the parties set forth and establish their respective obligations and responsibilities for the installation of time-out and restart circuits at the intersection of Redland Road and the Railroad's Grade Crossing in Montgomery County, in accordance with the terms and conditions more fully set forth therein.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. R. M. Thompson
Mr. H. H. Bowers
Mr. M. S. Saltrider
Mr. R. J. Hajzyk
Mr. P. P. Miller
Mr. W. L. Shook
Mr. W. F. Lins, Jr.
Mr. R. C. Pazourek
Mr. W. A. Jordan
Mr. T. Hicks
Mr. T. L. Cloonan ✓
Mr. E. K. Lloyd
Mr. H. B. Felter
Secretary's File
SHA-Montgomery County file

THIS AGREEMENT, made and entered into this 19TH day of JUNE, 1973, by and between THE STATE HIGHWAY ADMINISTRATION of the Department of Transportation of Maryland, acting for the State of Maryland, hereinafter called "State" party of the first part; and THE BALTIMORE AND OHIO RAILROAD COMPANY, hereinafter called "Railroad", party of the second part,

WITNESSETH, that:

WHEREAS, in the interest of public safety and convenience, the parties hereto desire to provide for the installation of time-out and restart circuits at the intersection of Redland Road and the Railroad's Crossing at grade in Montgomery County, the aforesaid work being hereinafter referred to as the "Project", and

WHEREAS, such improvements are provided for in Title 23 of the United States Code, Sections 109(e), 120(d), and 130(b), and

WHEREAS, the Project provides for the improvement of the highway traffic services, and

WHEREAS, The State and Railroad desire to provide for the Project with State funds with the construction of the Project being under the jurisdiction of the Railroad, and the Railroad proposes to obtain the materials and to perform with its own employees and force, and work equipment, the work at said crossing, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing this Project and to enter into an agreement to state more fully their respective aims and obligations connected therewith:

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

Section 1 - The Railroad, in view of the availability of one hundred percent (100%) State funding, therefore, and without additional compensation to it, other than the performance of this contract by the State, agrees to permit, insofar as the Railroad has the legal right and its present title permits, the installation of all necessary improvements on its right-of-way.

Section 2 - Detailed plans for the installation of said time-out and restart circuits shall be prepared by the Railroad. Upon written approval of all parties, said detail plans shall become a part of the written agreement by reference.

Section 3 - Any changes in the plans shall be made only by the written approval of all parties.

Section 4 - The Railroad shall purchase and furnish all equipment, and materials required for said project. The State shall reimburse the Railroad for the actual cost of all equipment, and materials used on the project, as well as all costs and expenses of labor, engineering, supervision and other services rendered by the Railroad, including charges for applicable overhead, taxes, fringe benefits, and in accordance with Policy and Procedure Memorandum 30-3 of the Federal Highway Administration of the United States Department of Transportation and amendments thereto. Said payment to be made as hereinafter provided in Section 5 hereof.

Section 5 - The Railroad will upon the request of the State, install the said improvements at the crossing aforesaid, with its own forces, and perform the said work in accordance with the approved Location Plans and Circuit Plans prepared by the Railroad, the said work to be solely under the supervision and control of the Chief Engineer of the Railroad and to be done in the same careful and expeditious manner as such equipment has heretofore been installed by it on its lines. The entire cost to the Railroad of said work, estimated by the Railroad to be $7,030.00, shall include the cost of such minor items of materials as may be furnished by the Railroad hereunder, as freight charges, the actual expense of foreman and supervision, the actual operating costs for railroad equipment, including work trains used on the project, (said costs to include only such running repairs as are occasioned by service on the project) and are hereby assumed by the State in the amount of one hundred percent (100%) of the entire cost and the latter agrees to pay the Railroad therefore, in the following manner; to wit:

Upon completion by the Railroad of the project at the crossing aforementioned, the Railroad will render a bill against the State to cover one hundred percent (100%) of the actual cost to the Railroad of the time-out and restart circuit equipment and materials used on this project, said cost of preparation of plans, and of the cost of the installation thereof and the State shall, and hereby specifically covenants and agrees, that it will pay to the Railroad the amount of such bill within thirty (30) days from the receipt of same by the State.

Section 6 - After said improvements have been installed and are in working order satisfactory to the parties hereto, the Railroad shall immediately put the same into service and operation, and said improvements, and all their appurtenances, shall thereupon be maintained by the Railroad, at its expense, unless otherwise hereafter provided by Law from time to time, until such time as the State and the Railroad agree that said improvements are no longer necessary at the said grade crossing, or until the said grade crossing is abandoned, or other legal requirements make it necessary to cease operation and maintenance of said improvements.

Section 7 - During the performance of work under the aforesaid agreement, where such work is accomplished by other than Railroad forces, the Railroad agrees to conform to the extent applicable with the requirements of Appendix A, attached hereto and made a part hereof.

Section 8 - This agreement shall inure to and be binding upon the parties hereto, their successors and assigns.

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

ATTEST:

Assistant Secretary

THE BALTIMORE AND OHIO RAILROAD COMPANY

Vice-President

WITNESS:

THE STATE HIGHWAY ADMINISTRATION

Bernard M. Evans
State Highway Administrator

APPROVED:

Chief Engineer
State Highway Administration

Approved as to form and legal sufficiency this 12 day of June, 1973.

~~Administrative~~ Special Attorney

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Federal Regulations: The contractor will comply with the regulations of the Federal Department of Transportation relative to non-discrimination in federally-assisted programs of said Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination in Selection of Subcontractors: 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 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B 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 non-discrimination 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 Administration or the Federal Highway Administration 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 Administration, or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-Compliance: In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the State Highway Administration shall impose such contract sanctions as it or the Federal Government 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 actions with respect to any subcontract or procurement as the State Highway Administration or the Federal Government may direct as a means of enforcing such provisions including sanctions for non-compliance. 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.

Name Put on Inventory Sheet
in State Book

Copies to -
J. White
R. Shaw
T. Thomas

Given to D. Bochanek
6/5/73

G R E E N B E L T

23 May 73

Mr. Warren Hillman
Director of Planning
City of Rockville
111 South Perry Street
Rockville, Maryland 20852

Md. Route 355
within the
City limits of Rockville
Montgomery County

Dear Mr. Hillman:

This letter is to acknowledge receipt of your letter dated May 21, 1973, in which you outline the Official change in the designation of the section of Md. Route 355 from North Washington Street to Hungerford Drive.

By copy of this letter and your correspondence, I am advising the SHA Planning Division of the change.

Your consideration in notifying us of the change is appreciated.

Very truly yours,
Original signed by
M. S. Caltrider
M. S. Caltrider
District Engineer

MSC/eba

cc Mr. Robert J. Hajzyk
Mr. Frank R. Thompson

MAYOR
MATTHEW J. McCARTIN

COUNCIL
ROBERT S. BRYAN
WILLIAM E. HANNA, JR.
JEAN R. HORNECK
GEORGE F. NORTHWAY

CITY MANAGER
LARRY N. BLICK

CITY CLERK
ELIZABETH F. PRESTEMON

CITY ATTORNEY
ROGER W. TITUS

CITY OF ROCKVILLE

111 SOUTH PERRY STREET • ROCKVILLE, MARYLAND

GARDEN 4-8000

#3

May 21, 1973

Mr. M. S. Caltrider
District Engineer
Maryland Department of Transportation
State Highway Administration
9300 Kenilworth Avenue
Greenbelt, Maryland 20770

RE: Md. Rt. 355 - City of Rockville

Dear Mr. Caltrider:

Be advised that the Planning Commission has decided to change the name of that portion of N. Washington Street (Md. Rt. 355) between the intersection at Hungerford Drive and the northern City limits, as shown on the attached map. The name of this portion of Rt. 355 is to be changed to "Hungerford Drive". This action was taken primarily as a result of the reconstruction of Rt. 355 which caused that portion of N. Washington Street and Hungerford Drive to become one continuous roadway.

It is suggested that this change become effective on July 1, 1973 inasmuch as that day is the beginning of a fiscal year, a new month, and a new week; being a Sunday. Please take whatever actions are necessary by your administration to assure that this street name change will occur without undue complications.

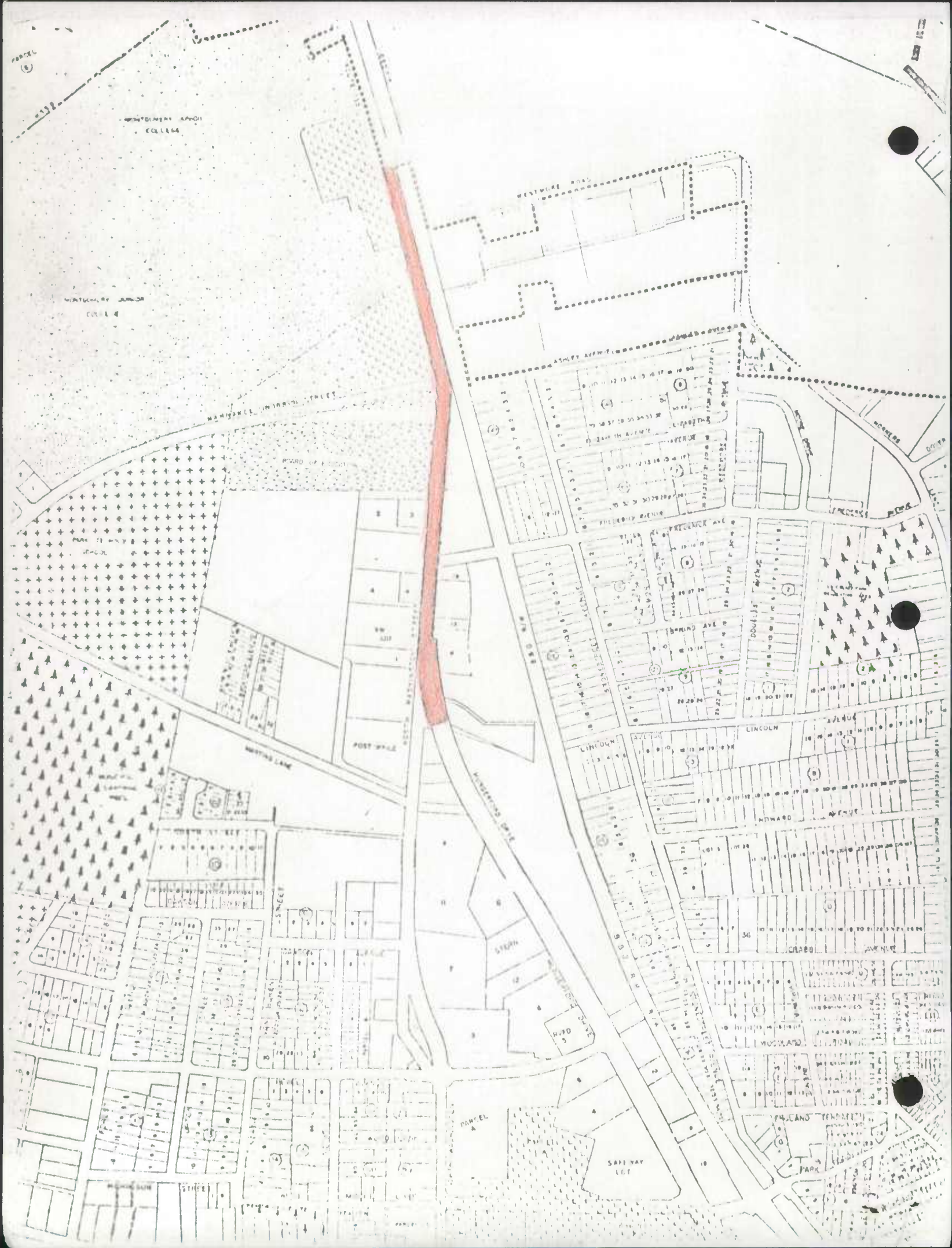
By Direction of the City of
Rockville Planning Commission

Warren Hillman
Director of Planning

By
Larry Owens
Senior Planner

LO/ray

Enclosure (map)


MONTGOMERY JUNIOR COLLEGE
WESTMORE ROAD
ASHLEY AVENUE
HOWARD AVE
HARRISONBURG (INTERSTATE) STREET
BOARD OF EDUCATION
FREEDOM AVENUE
FREEDOM AVE
BOWING AVE
DOUGLAS AVENUE
LINCOLN AVENUE
HOWARD AVENUE
CRABB AVENUE
POST OFFICE
MEETING LANE
WINCHESTER STREET
STEPHEN
PARCEL A
SAFEWAY LOT
PARK
MONROE STREET

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
TUESDAY, MARCH 6, 1973
* * *

Acting Administrator O'Donnell executed the following deeds dated March 6, 1973, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Administration conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, the parcels of land as indicated and as more fully described in the deeds:

Grantee	Conveyance	In Accordance With
Rubin Pasarew and Lyon A. Miller, surviving partners trading as Hammarlee Enterprises	0.18± Acre of land (2 parcels) in Anne Arundel County, being portion of former properties of Leburs Matthews, et ux, Item 57140, and Rubin Pasarew, et al, Item 61509, Contract AA-572-4-571	Option, Item 61509, Contract AA-572-4-571
Kenwood Golf and Country Club, a Delaware Corporation	0.31± Acre of land in Montgomery County, being portion of the old roadbed of River Road, Item 39955, Contract M-485-18-320	SRC-DHF Actions of 5/14/69 and 7/7/69 Not Included In any System
Oakley Henry Robertson and Shirley R. Robertson	0.03± Acre of land in Prince George's County, being portion of former James J. Lee property, Item 27022, Contract P-735-1-320	Approved sale of excess land at bid of $200.00. Full purchase price on file in Secretary's office; to be deposited with Cashier after BPW approval.
Mary S. Cecil	0.40± Acre of land in Talbot County, being part of the bed of the road of existing Md. 333, Contract T-127-1-215, R/W File No. 19729 Not Carried In Any System	Approved sale of excess land at bid of $1,465.00. Initial deposit of $500.00 as required by bid form on file in Secretary's office; to be deposited with Cashier after BPW approval.

Copy: Mr. W. E. Woodford, Jr.
Mr. R. H. Trainor
Mr. R. S. Bennett
Mr. R. C. Pazourek
Mr. D. H. Fisher
Mr. A. W. Tate
Mr. M. S. Caltrider
Mr. J. M. Wright
Mr. A. M. Schwalier
Mr. T. L. Cloonan
Mr. R. E. Guest
Board of Public Works of Maryland
Secretary's File (4)
Contract File (4)

* See Memorandum of Action
11/13/72

April 12, 1973

Subject: Abandonment of Waters Road
Item No. 60024

Mr. Edwin W. Davis
Land Development Manager
Germantown Investment Company, Inc.
Suite 300
10215 Fernwood Road
Bethesda, Maryland 20034

Dear Mr. Davis:

Attached please find a deed from the State Highway Administration and the Board of Public Works to Germantown Investment Company, Inc., conveying a portion of Maryland Route 120 (Waters Road).

This deed should be recorded among the Land Records of Montgomery County to complete the transaction. I would also appreciate a reference to the recording of said deed for our records and our Secretary's files.

I wish to acknowledge receipt of the check from the Germantown Investment Company, Inc. in the amount of $100.00 which is to cover at least in part the administrative costs to the State Highway Administration in accomplishing the executed deed.

Thank you for your cooperation.

Very truly yours,

ORIGINAL SIGNED
BY C. E. WYANT, JR.

Carl E. Wyant, Jr.
Chief, Bureau of Administration
Right of Way Division

CEW:ea
Enclosure

cc: Mr. M. Slade Caltrider
✓ Mr. Clyde P. Hyatt
Mr. Austin W. Smith

CERTIFIED MAIL

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

Right of Way Division
Item No. 60024
Montgomery County Gener

THIS DEED, Made this 13TH day of NOVEMBER in the year 1972,

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

Marvin Mandel, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland and John A. Luetkemeyer, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part; hereinafter sometimes called the "GRANTORS", and

GERMANTOWN INVESTMENT COMPANY, INC.

hereinafter sometimes called the "GRANTEE".

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

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

WHEREAS, under the provisions of Section 6, Article 89B of the Public General Laws of the State of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Highway Administration of the Department of Transportation.

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

Germantown Investment Company, Inc.,
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 Montgomery County, State of Maryland, and described as follows, to wit:---

The bed of Maryland Route 120 (Waters Road) from the point where the Easternmost line of Maryland Route 120 intersects the Southerly property line of the Germantown Investment Company, Inc. property, Northerly to the intersection of Maryland Route 120 and Alternate Maryland Route 120.

TAINING 2.8 acres ±.

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

Germantown Investment Company, Inc., its successors and assigns

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

AND THE GRANTEE HEREIN, by the acceptance of this deed, does hereby covenant and agree, on behalf of 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" and shall be binding upon the "GRANTEE", 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)
James J. O'Donnell
Acting State Highway Administrator

Approved as to Form and Legal Sufficiency

_____
Special Attorney

Special Attorney
State Roads Commission

_____ (SEAL)
Marvin Mandel -- Governor of Maryland

Concurred in by:

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

_____
Chief, Right of Way Division

_____ (SEAL)
John A. Luetkemeyer - Treasurer of Maryland

WITNESS:--

_____
Andrew Heubeck, Jr. - Secretary

Constituting the
BOARD OF PUBLIC WORKS
OF MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 13th day of November in the year 19[illegible] before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

James J. O'Donnell

Acting 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 7-1-74

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

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

Marvin Mandel - Governor of Maryland
Louis L. Goldstein - Comptroller of Maryland
John A. Luetkemeyer - Treasurer of Maryland

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

WITNESS MY HAND AND NOTARIAL SE

NOTARY SEAL

[illegible]
Notary Public

My Commission expires [illegible]

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

Right of Way Division
Item No. 60024
Montgomery County Genera

THIS DEED, Made this 13TH day of NOVEMBER in the year 1972,

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

Marvin Mandel, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland and John A. Luetkemeyer, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part; hereinafter sometimes called the "GRANTORS", and

GERMANTOWN INVESTMENT COMPANY, INC.

hereinafter sometimes called the "GRANTEE".

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

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

WHEREAS, under the provisions of Section 6, Article 89B of the Public General Laws of the State of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Highway Administration of the Department of Transportation.

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

Germantown Investment Company, Inc.,
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 Montgomery County, State of Maryland, and described as follows, to wit:---

The bed of Maryland Route 120 (Waters Road) from the point where the Easternmost line of Maryland Route 120 intersects the Southerly property line of the Germantown Investment Company, Inc. property, Northerly to the intersection of Maryland Route 120 and Alternate Maryland Route 120.

TAINING 2.8 acres ±.

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

Germantown Investment Company, Inc., its successors and assigns

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

AND THE GRANTEE HEREIN, by the acceptance of this deed, does hereby covenant and agree, on behalf of 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" and shall be binding upon the "GRANTEE", 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)
James J. O'Donnell
Acting State Highway Administrator

Approved as to Form and Legal Sufficiency

Special Attorney

Special Attorney
State Roads Commission

_____ (SEAL)
Marvin Mandel -- Governor of Maryland

Concurred in by:

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

Chief, Right of Way Division

_____ (SEAL)
John A. Luetkemeyer - Treasurer of Maryland

WITNESS:--

Andrew Heubeck, Jr. - Secretary

Constituting the
BOARD OF PUBLIC WORKS
OF MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 13th day of November in the year 1972 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

James J. O'Donnell

Acting 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 7-1-74

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 31st day of March in the year 1993 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Marvin Mandel - Governor of Maryland
Louis L. Goldstein - Comptroller of Maryland
John A. Luetkemeyer - Treasurer of Maryland

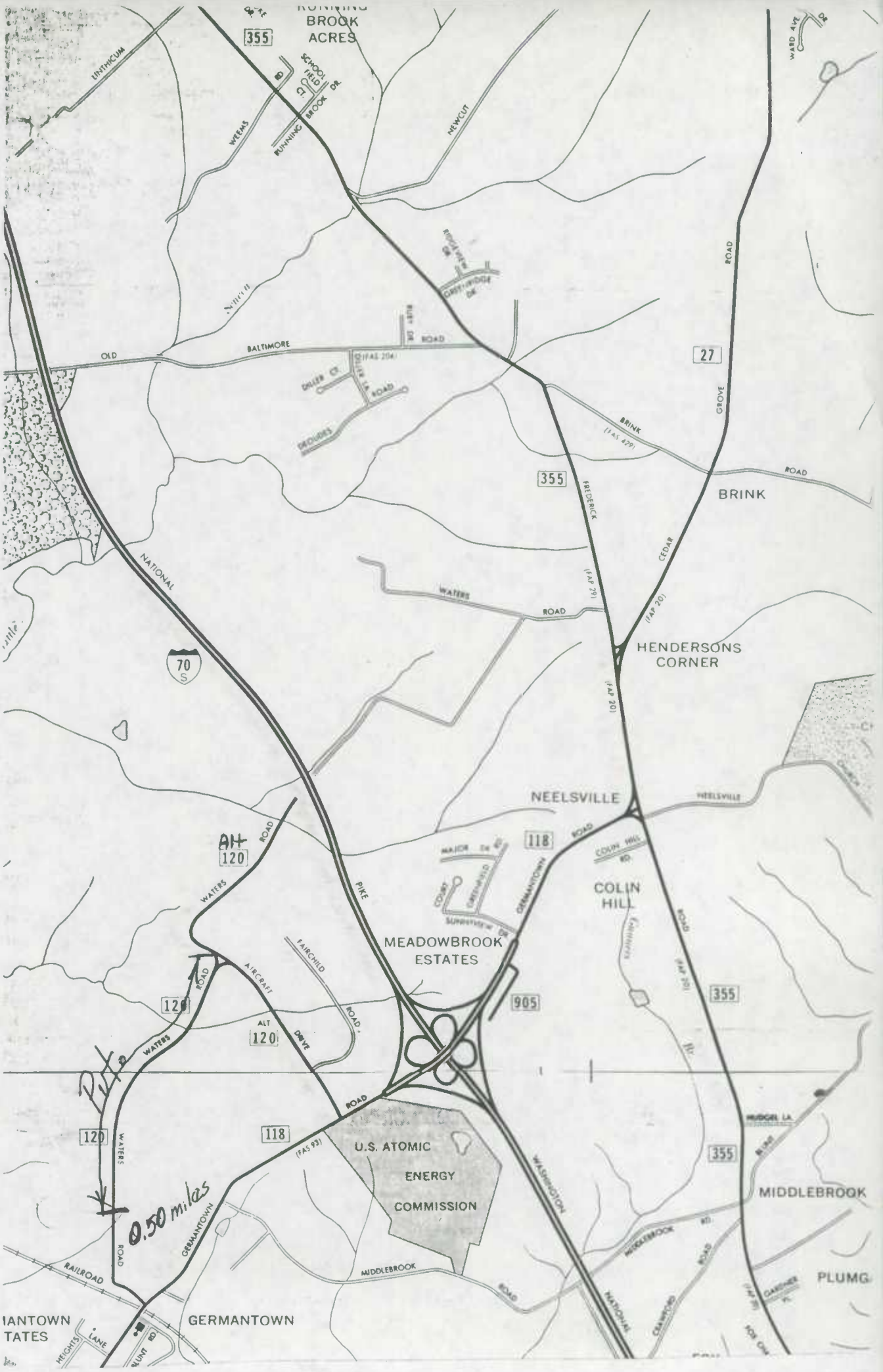
constituting the BOARD OF PUBLIC WORKS OF MARYLAND, and acknowledged the foregoing deed to be the act of the said Board of Public Works of Maryland.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

Notary Public

My Commission expires July 1994


RUNNING BROOK ACRES
355
LINTHICUM
SCHOOL FIELD CT.
WEEMS RD.
RUNNING BROOK DR.
NEWCUT
WARD AVE.
DR.
ROAD
OLD BALTIMORE ROAD
(FAS 204)
DRILLER CT.
DRILLER DR.
ROAD
DRILLERS
27
GROVE
BRINK
(FAS 429)
ROAD
BRINK
355
FREDERICK
CEDAR
(FAP 29)
(FAP 20)
NATIONAL
WATERS ROAD
HENDERSONS CORNER
70
S
(FAP 20)
NEELSVILLE
NEELSVILLE
118
ROAD
COLIN HILL RD.
COLIN HILL
MAJOR DR.
COURT
GREENFIELD
SUNNYVIEW DR.
GERMANTOWN
MEADOWBROOK ESTATES
ROAD
(FAP 20)
355
905
ALT
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WATERS
ROAD
AIRCRAFT
DRIVE
FAIRCHILD
ROAD
120
ALT
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WATERS
ROAD
118
(FAS 93)
U.S. ATOMIC ENERGY COMMISSION
WASHINGTON
NATIONAL
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MIDDLEBROOK RD.
MIDDLEBROOK ROAD
CLARKSVILLE
GARDINER
(FAP 29)
PLUMG
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ROAD
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TATES
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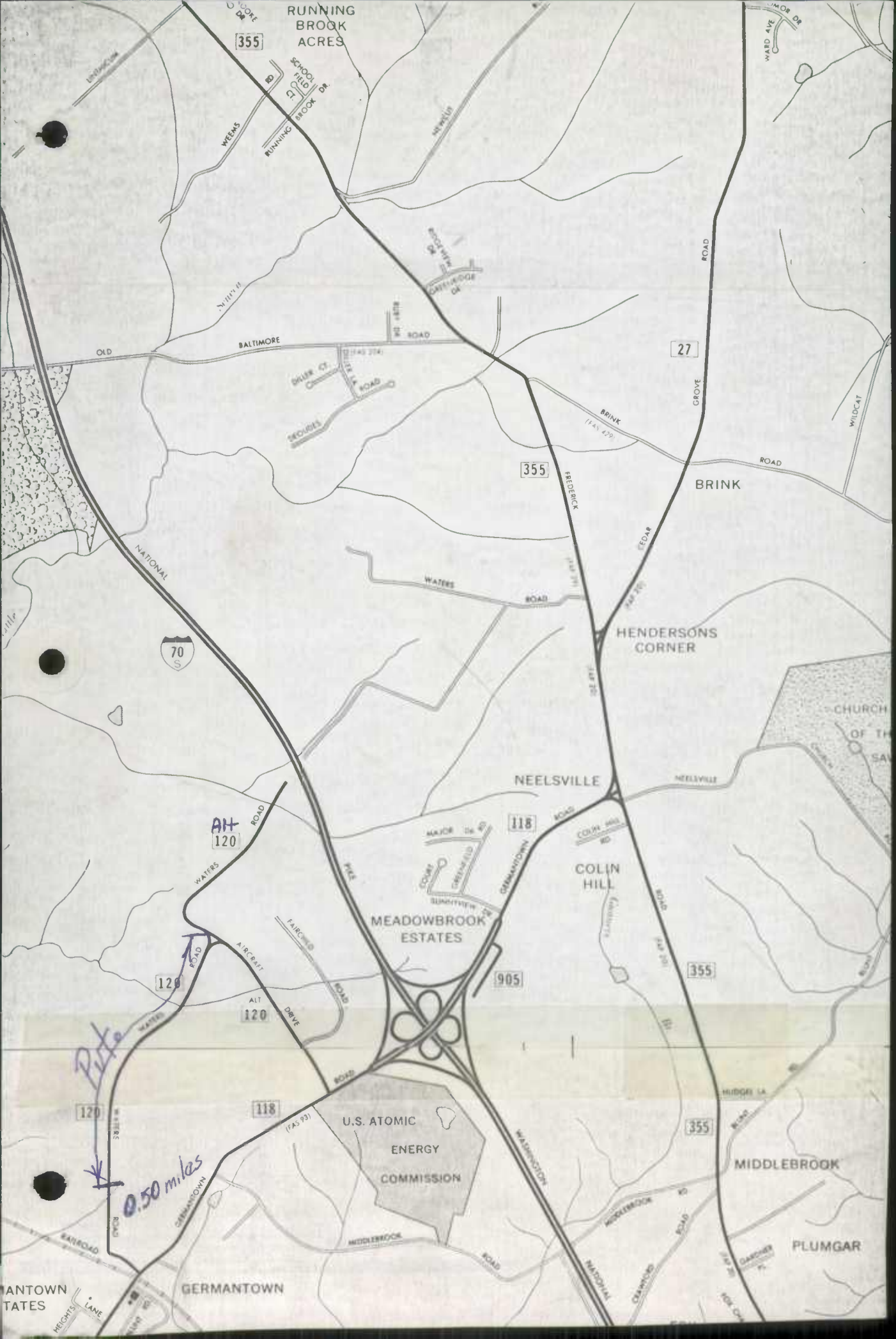
LANE
ALONT RD.


RUNNING BROOK ACRES
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AIRCRAFT
DRIVE
FAIRCHILD
ROAD
U.S. ATOMIC ENERGY COMMISSION
WASHINGTON
MIDDLEBROOK
PLUMGAR
GERMANTOWN
RAILROAD
MIDDLEBROOK
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GARDNER
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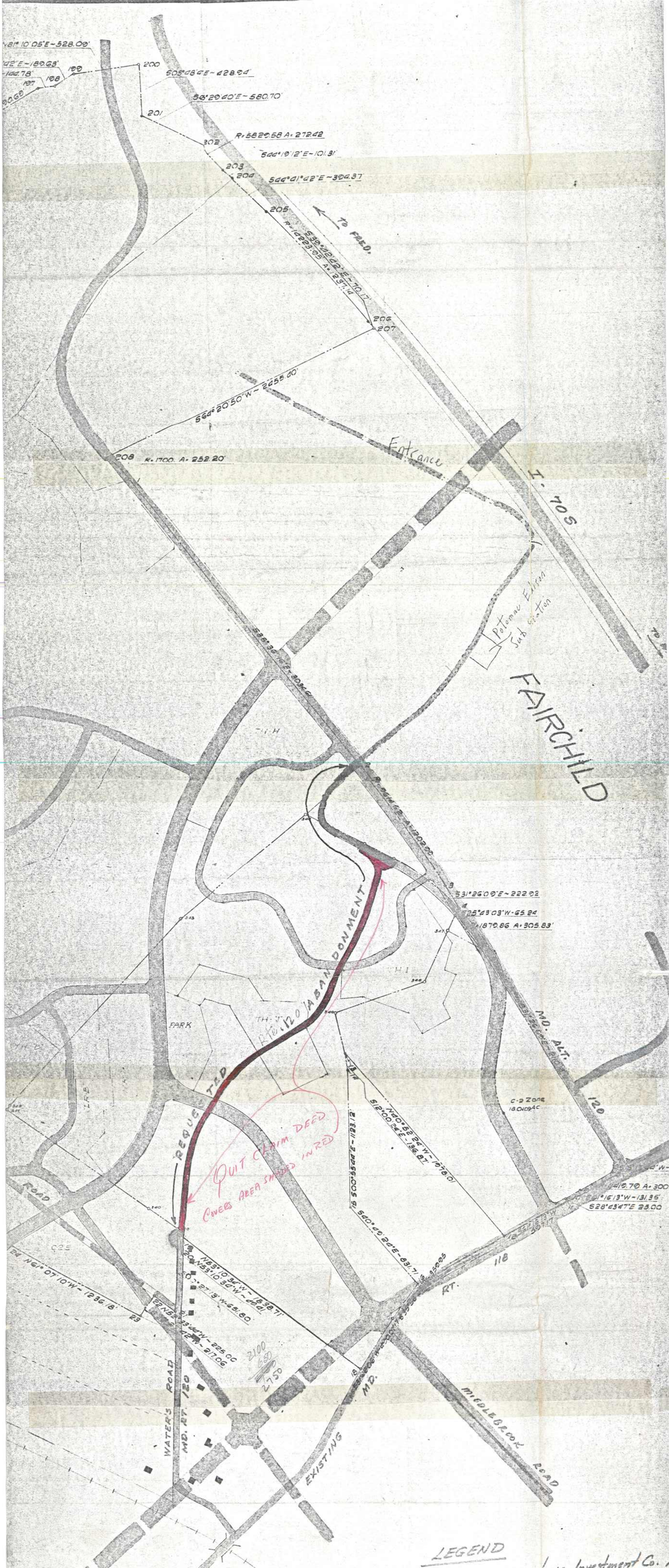


LEGEND

YELLOW = Germantown Investment Co.

Orange = Proposed Major Road System

Green = Existing Roads

BLACK & Red = Exist. Road (Requested

1" = 400'

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
THURSDAY, APRIL 5, 1973
* * *

Acting Administrator O'Donnell executed triplicate copies of Supplemental Agreement dated April 5, 1973, between the Metropolitan Southern Railroad Company and The Baltimore and Ohio Railroad Company and the State Highway Administration relative to agreement dated January 27, 1933, between The Baltimore and Ohio Railroad Company and the State Roads Commission of Maryland, which provided for the construction of a new Railroad Bridge Structure (Railroad Bridge #10) to permit the State Roads Commission to extend Massachusetts Ave. (Md. 396) under and across the single track and right of way of the Railroad's Georgetown Branch, near Bethesda, in Montgomery County, and the financial participation by the Commission in connection therewith. This Supplemental Agreement provides for the alteration of said Railroad Bridge #10 in order to increase the vertical roadway clearance under the bridge, as well as the construction of two Pedestrian Underpasses and additional drainage facilities, with no cost or expense to the Railroad, except as otherwise set forth in the agreement.

Said agreement had been executed previously on behalf of The Baltimore and Ohio Railroad Company and the Metropolitan Southern Railroad Company, approved by Chief Engineer Woodford, and approved as to form and legal sufficiency by Administrative Special Attorney Sfekas.

Copy: Mr. W. E. Woodford
Mr. L. E. McCarl
Mr. H. G. Downs
Mr. H. B. Felter
Mr. H. H. Bowers
Mr. C. E. Caltrider
Mr. W. L. Shook
Mr. M. S. Caltrider
Mr. W. F. Lins, Jr.
Mr. T. L. Cloonan
Mr. P. R. Miller
Secretary's File #3292
Contract M-829-1-371
Mr. R. C. Pazourek

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
MONDAY, NOVEMBER 13, 1972
* * *

Acting Administrator O'Donnell executed duplicate copies of agreement dated November 13, 1972, between Montgomery County, Maryland and the State Highway Administration, relative to transfer by the County to the State for maintenance purposes as part of the State Highway System, the following described road, subject to the conditions more fully set forth in the agreement:

Montgomery Avenue - From Md. 355 (formerly U.S. 240)
(County road 401) Wisconsin Ave. to Md. 410 (East/West Highway), for a distance of 0.46± mile.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. R. C. Pazourek
Mr. W. L. Shook
Mr. M. S. Caltrider
Mr. R. H. Trainor
Mr. E. J. Dougherty
Mr. T. Hicks
Mr. H. H. Bowers
Mr. T. L. Cloonan
Mr. Charles Lee
Mr. P. S. Jaworski
Miss D. J. Sinners
Montgomery County Commissioners
Secretary's file
SHA-Montgomery County file

MEMORANDUM OF ACTION OF ACTING STATE HIGHWAY ADMINISTRATOR JAMES J. O'DONNELL
MONDAY, NOVEMBER 13, 1972

* * *

Acting Administrator O'Donnell executed the following deeds dated November 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
Germantown Investment Company, Inc.	Quit Claim to 2.8± acres of land in Montgomery County, being part of the ~~bed of~~ the road of existing Md. 120 (Waters Road)	Request of abandonment by grantee 0.70 miles Conveyed to G.I.C. Inc. 0.50 miles to Remain In System
Potomac Electric Power Company	0.758± acre perpetual easement and right of way in Prince George's County, for installation, construction, reconstruction, maintenance, repair, operation and inspection of a transmission line and appurtenances thereto, across excess land of former properties of Percy Jack Rayford, Item 27234; Dwight R. Partello, Item 18345; and Thomas J. Roberts, Item 41075, Contract P-631-5-315, Constr. Project P-631-23-320.	Request of grantee

See letter April 12, 1973

Copy: Mr. R. H. Trainor
Mr. R. S. Bennett
Mr. T. L. Cloonan
Mr. D. H. Fisher
Board of Public Works of Maryland
Secretary's file (2)
SHA-Montgomery County file
Contract P-631-5-315

MEMORANDUM

October 17, 1972

TO: Mr. Thomas Hicks
Mr. M. S. Caltrider
Mr. Thomas Cloonan

FROM: Walter E. Woodford, Jr.
Chief Engineer

SUBJECT: US Route 240

At its meeting on June 19, 1972, the AASHO U. S. Route Numbering Subcommittee approved the joint request by Maryland and the District of Columbia to eliminate the US 240 designation between the intersection of US 50 and Constitution Avenue in Washington, D. C., and the intersection of US 40 and I-70-S in Frederick, Maryland.

Please follow up with the necessary changes to maps, signs, and other required materials.

Now No 355?

WEW/ehf

Mr. Becker
Mr. Bush

SRC Min 8-22-68

February 29, 1972

4-21-1972

127
53
1.80

Mr. M.S. Caltrider
District Engineer - #3
Greenbelt, Maryland 20770

Re: Route and Control
Section Numbers

Dear Mr. Caltrider:

Please be advised of the following changes in route and control section numbers due to the reconstruction of Maryland Route 582 in Montgomery County.

The section of road (formerly Maryland Route 582) from Brookeville Road (County 63) northerly to Riggs Road (County 58) has been transferred out of the State Highway System and will be maintained by Montgomery County for a total distance of 1.27 miles.

The remaining section of Maryland Route 582 from Riggs Road to end of state maintenance for a distance of 0.53 miles will remain in the state system and retain control section number 15-141.

Enclosed please find a map segment indicating those changes as described above. These changes will appear on the control section listings and maps effective July 1, 1972.

Very truly yours,

Clyde P. Hyatt, Chief
Analysis & Record Control Section
Bureau of Highway Statistics

CPH:pv
enclosures

//////////////////////////////////

STATE HIGHWAY ADMINISTRATION

MD582
SEE SRC MIN. 8-22-68 -
EFFECTIVE 4-1-72

Greenbelt
February 24, 1972

TO: Mr. George W. Cassell, Chief
Bureau of Highway Statistics
Planning & Programming Division

Maryland Route 582
Control Section 15-141 S

FROM: M. S. Caltrider
District Engineer

Reference is made to the previous correspondence and to the road transfer agreement concerning that portion of the subject State highway which was reconstructed under the terms of Defense Access Road Project Contract A-AD-15(1).

The Montgomery County has now advised me that they will accept the reconstructed portion of Maryland Route 582 for maintenance effective April 1, 1972. A copy of their letter of acceptance is attached to complete your files.

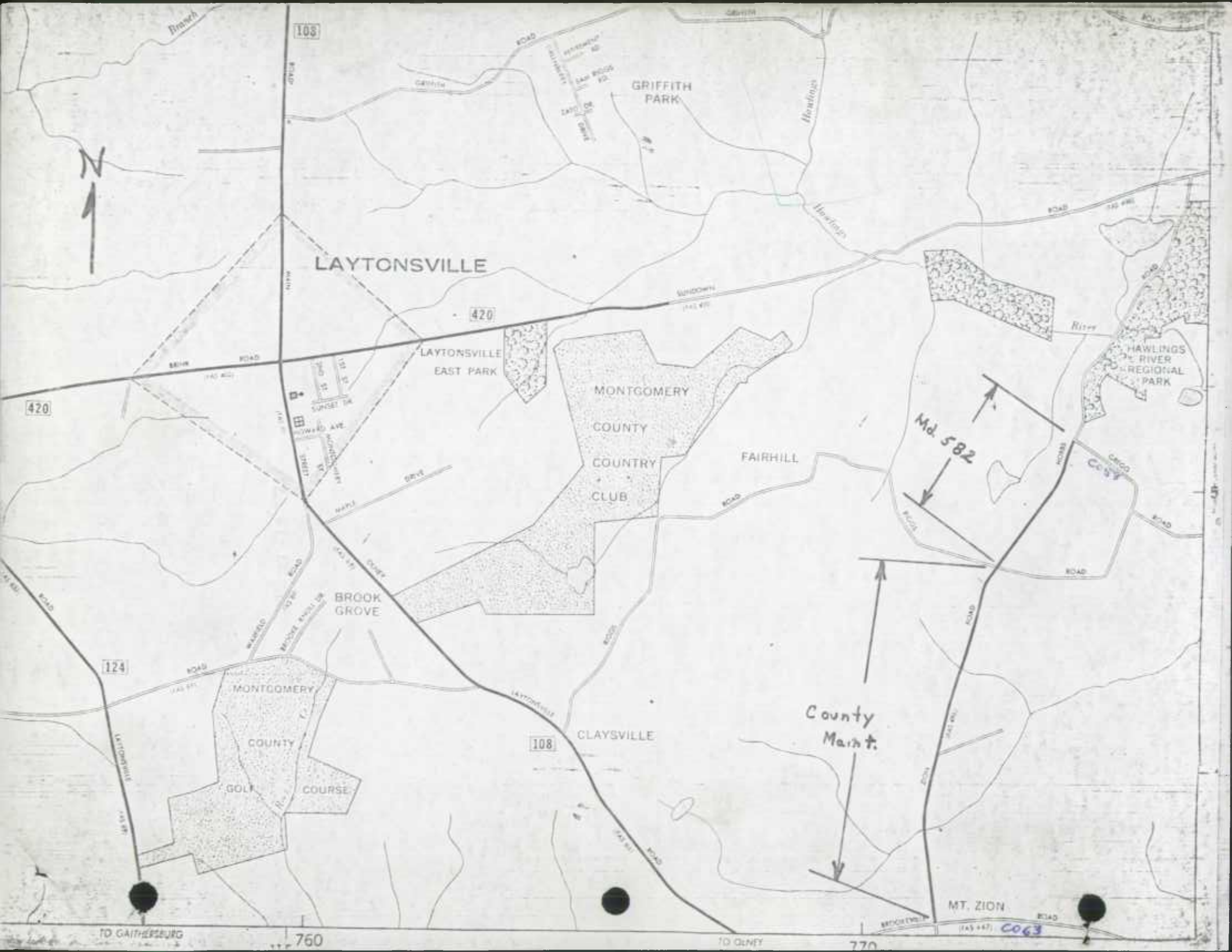
The portion of the State highway effected by this project is described as " from a point just north of Brookeville Road to a point just north of Riggs Road". This totals 1.27 miles in length. The remaining 0.53 miles of roadway from Riggs Road to Gregg Road is not a part of the A-AD-15(1) Project and is therefore not a part of the transfer agreement. This portion of road will remain under our jurisdiction.

We will appreciate your services in recording this road transfer agreement.

Original signed by
M. S. Caltrider

M. S. Caltrider

DIC:gf
attachment
cc: Mr. David H. Fisher
Mr. L. E. McCarl
Mr. M. B. Bosley
Mr. Raymond H. Plummer


N
108
GRIFFITH PARK
LAYTONSVILLE
420
LAYTONSVILLE EAST PARK
MONTGOMERY COUNTY COUNTRY CLUB
FAIRHILL
HAWLINGS RIVER REGIONAL PARK
Md 582
County Maint.
BROOK GROVE
124
MONTGOMERY COUNTY GOLF COURSE
CLAYSVILLE
MT. ZION
TO GAITHERSBURG
760
TO OLNEY
770
C063

File
Rd. Transfer
District 3

May 28, 1970

Deeds to and from the City of Rockville
and the State Roads Commission Involving
Jefferson Street and Montgomery Avenue
in Rockville
General File: 52960

Mr. Roger W. Titus
City Attorney
City of Rockville
111 South Perry Street
Rockville, Maryland

Dear Mr. Titus:

Enclosed please find a deed dated April 21, 1970, from the State Roads Commission and the Board of Public Works to the City of Rockville. This deed conveys not only the three small parcels as indicated on our plat 40596, but also a fourth parcel, transferring by deed 2.9745 acres of a portion of Montgomery Avenue which was formerly in the State Highway System.

This deed has been executed, not only by David H. Fisher, Chairman and Director of Highways of the State of Maryland, but also by Marvin Mandel, Louis L. Goldstein, and John A. Luetkemeyer, constituting the Board of Public Works of Maryland.

I am forwarding this deed to you with the understanding that you will forward to me a deed from the City of Rockville to the State Roads Commission, which deed is now in your possession and which has been properly executed by the authorities of the City of Rockville.

As agreed upon during our telephone conversation of yesterday, it will be

appreciated if you will have the deed from the City of Rockville to the State Roads Commission recorded among the Land Records of Montgomery County prior to forwarding it to me. You will be reimbursed, of course, for the cost of this recordation.

Thank you for your cooperation throughout this transaction.

Very truly yours,

Haines B. Felter
Chief, Bureau of Governmental
and Public Utility R/W Acquisition

HBF: gr
Enclosure
cc: Mr. W. E. Woodford, Jr.
Mr. L. A. Yost, Jr.
Mr. G. W. Cassell

Certified Mail -RRR

STANDARD DEED FROM STATE ROADS COMMISSION & BOARD OF PUBLIC WORKS (A)

STANDARD DEED—FORM RW 26-D (2/1/67) (1) Right of Way Division Item No. 52960

This Deed, Made this 21st day of April, in the year 1970,

by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and

Marvin Mandel, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland and John A. Luetkemeyer, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part; hereinafter sometimes called the "GRANTORS"; and

City of Rockville

hereinafter sometimes called the "GRANTEE(S)".

WHEREAS, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, has heretofore acquired certain property and rights, situate lying and being in Montgomery County(ies),

State of Maryland, and

WHEREAS, the said Commission has constructed, or is about to construct (a) certain State Highway(s) and/or Bridge(s) known and designated as

Rockville By-Pass and,

WHEREAS, the said Commission has prepared, or caused to be prepared, (a) Right of Way Plat(s) designated as State Roads Commission of Maryland's Plat(s) numbered 40596

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

WHEREAS, under the provisions of Section 6, Article 89B of the Public General Laws of the State of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Roads Commission.

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

City of Rockville

ide and interest of the State Roads Commission and the State of Maryland, in and to all of the following described parcel(s) of land, situate, lying and being in Montgomery County(ies) Maryland, and described as follows, to wit:—

BEGINNING FOR THE for the same at a point on the southerly Right of Way line of

d Route 355, said point being situate 50.00 feet measured radially left of station

of the Base Line of Right of Way of Maryland Route 355 as said base line is

delineated on State Roads plat number 40596, attached hereto and made a part hereof, thence with a new line of division, said line intended to be a part of the right of way line as shown on State Roads plat number 7974, N 66° 49' 03" W 56.58 feet to intersect the easterly existing right of way line of Bridge Street as shown on plat number 7974, said point being situate 15.00 feet measured right angles left of station 1+12 of the base line of Bridge Street, thence with said easterly line N 45° 06' 57" E 71.37 feet to intersect the newly established Right of Way Line of Maryland Route 355, said point of intersection being situate 50.00 feet measured radially left of station 19+02.29 of the Base Line of Right of Way of Maryland Route 355, said base line is delineated on State Roads plat number 40596, attached hereto and made a part hereof, thence running with the proposed right of way line by a curve to the right having a radius of 1,382.40 feet for a distance of 72.67 feet, said curve being subtended by a chord S 01° 08' 36" E 72.66 feet to the place of beginning.

Contains 1,896 square feet

The above described parcel being a portion of that land acquired on State Roads Plat number 7974.

The above described parcel being subject to the "Revertible Easement for Supporting Slopes" as designated in the lower left corner of State Roads Plat Number 40596, attached hereto and made a part hereof.

PARCEL NO. 2:

Beginning for the same at a point on the westerly Right of Way Line of Bridge Street, said point being situate 15.00 feet right of station 1+12 of the Base Line of Right of Way as said base line is delineated on State Roads plat number 40596 attached hereto and made a part hereof, thence with a new line of division, said line intended to be the right of way line as shown on State Roads plat number 7974, thence with said line N 08° 10' 43" [illegible]0.36 feet to intersect the southerly line of Commerce Lane, said point being situate [illegible].62 feet measured right angles left of station 0+92.00 of the base line of Commerce [illegible] as said base line is delineated on State Roads plat number 40596, attached hereto and made a part hereof, thence with the southerly line S 44° 43' 33" E 25.36 feet to a point thence S 04° 11' 35" E 9.23 feet to a point on the westerly side of Bridge Street, Thence with said westerly side S 45° 06' 57" 18.04 feet to the place of beginning.

Contains 368 square feet.

The above described parcel being a portion of that land acquired on State Roads plat number 7974.

Parcel No. 3:

Beginning for the same at a point on the north side of Commerce Lane and the Right of Way Line as shown on State Roads plat number 7974 said point being situate 15.00 feet measured right angles right of station 1+16 of the Base Line of Commerce Lane as said base line is delineated on State Roads plat number 40596 attached hereto and made a part hereof, thence with a new line of division, said line intended to be a part of the westerly right of way line as shown on State Roads plat number 7974 N 44° 28' 29" E 15.81 feet to a point on the proposed right of way line of relocated Monroe Street said point being situate 74.46 feet measured radially left of station 20+08.33 of the Base Line of Right of Way of Maryland Route 355 as said base line is delineated on State Roads plat number 40596, attached hereto and made a part hereof, thence with said proposed right of way line S 72° 57' 43" E 3.84 feet to a point situate 70.94 feet measured radially left of station 20+06.69 of the base line of Maryland Route 355, thence continuing along the said proposed right of way S 38° 46' 33" E 38.81 feet to intersect the proposed right of way of Maryland Route 355, said point being 50.00 feet measured radially left of station 19+72.54 of the base line of Maryland Route 355, thence with said proposed right of way line by a curve to the right having a radius of 1382.40 feet for a distance of 7.45 feet, said curve being subtended by a chord S 05° 18' 18" E 7.44 feet to a point, said point being situate 50.00 feet measured radially left of station 19+64.84 of the base line of Maryland Route 355, thence leaving said proposed right of way line S 54° 45' 35" W 9.00 feet to intersect the northerly side of Commerce Lane thence with said northerly line N 44° 43' 33" W 46.05 feet to the place of beginning.

Contains 716 square feet.

The above described parcel being a portion of the land acquired on State Roads plat number 7974.

The above described parcel being subject to the "Revertible Easement for Supporting Slopes" as designated in the lower left corner of State Roads Plat number 40596, attached hereto and made a part hereof.

PARCEL NO. 4:

Beginning for the same at the intersection formed by the east side of North Washington Street and the north side of East Montgomery Avenue, and running thence binding on the northerly side of said East Montgomery Avenue the three (3) following courses and distances

1. North 88° 50' 10" East, 330.00 feet to a point; thence

2. South 01° 09' 50" East, 31.48 feet to a point; thence

3. South 62° 42' 10" East, 1558.01 feet to a point; thence binding on the right-of-way line of said East Montgomery Avenue as shown on Maryland State Roads Commission Plat No. 7973 the two (2) following courses and distances

4. North 25° 27' 15" East, 3.73 feet to a point; thence

5. South 86° 12' 05" East, 25.53 feet to a point; thence binding on the westerly right-of-way line of Hungerford Drive as shown on Maryland State Roads Commission Plat No. 33430 the two (2) following courses and distances

6. 92.96 feet along the arc of a curve to the left having a radius of 689.50 feet and a chord bearing and distance of South 2 ° 56' 26" East, 92.89 feet to a point; thence

7. 44.23 feet along the arc of a curve to the right having a radius of 116.50 feet and a chord bearing and distance of South 15° 54' 42" East, 43.96 feet to a point; thence leaving said Hungerford Drive and binding on the right-of-way line of said East Montgomery Avenue as shown on said State Roads Commission plat No. 7973, the four (4) following courses and distances

8. North 53° 58' 14" West, 57.10 feet to a point; thence

9. South 75° 00' 18" West, 43.51 feet to a point; thence

10. North [illegible] 4° 32' [illegible]" West, [illegible]00 feet to a point; thence

11. North 25° 27' 15" East, 39.24 feet to a point; thence leaving said Plat No. 7973 and binding on the southerly side of said East Montgomery Avenue

12. North 62° 42' 10" West, 1289.58 feet to the easterly side of Perry Street, (60' wide) thence crossing said Perry Street

13. North 65° 06' 30" West, 64.57 feet to a point on the southerly side of said East Montgomery Avenue; thence with the southerly side thereof, the three (3) following courses and distances

14. North 62° 42' 10" West, 161.65 feet to a point; thence

15. 81.76 feet along the arc of a curve to the left, having a radius of 166.73 feet and a chord bearing and distance of North 76° 45' 06" West, 80.95 feet to a point; thence

16. South 89° 11' 57" West, 260.57 feet to a point on the easterly side of North Washington Street; thence with the easterly side thereof

17. North 01° 09" 50" West, 85.87 feet to the point of beginning, containing 2.9745 acres of land

Subject to that easement area shown on said State Roads Commission Plat No. 33430

Subject to any and all other easements, rights-of-way or covenants of record.

RESERVING, HOWEVER, UNTO THE STATE OF MARYLAND TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, 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 Roads Commission of Maryland'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 Roads Commission to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway.

The perpetual right to discharge the flow of water from such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway (either within the areas shown cross-hatched thus or within the limits of the areas hereinbefore 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 Commission, 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 the "COMMISSION" may construct, or permit to be constructed.

ANY AND ALL RIGHT WHATSOEVER of the GRANTEES, their heirs, successors and assigns, of vehicular ingress or egress between their remaining property and the highway across those portions of the right of way lines which are marked "THROUGHOUT THIS PORTION OF THE RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS DENIED," to the end that there 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 erected or hereafter erected or with growing crops.

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

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

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

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

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

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

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

ATTEST:—

A. W. Smith — Secretary

Approved as to Form and Legal Sufficiency

Special Attorney

Concurred in by

Chief, Right of Way Division

STATE ROADS COMMISSION OF MARYLAND

By: ..... (SEAL)

David H. Fisher

Chairman and Director of Highways for the State of Maryland

..... (SEAL)

Marvin Mandel — Governor of Maryland

..... (SEAL)

Louis L. Goldstein — Comptroller of Maryland

..... (SEAL)

John A. Luetkemeyer — Treasurer of Maryland

Constituting the BOARD OF PUBLIC WORKS OF MARYLAND.

ATTEST:—

Andrew Heubeck Jr. — Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 21st day of April in the year 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

David H. Fisher

Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing deed to be the act of the State Roads Commission of Maryland, and at the same time made oath in due form of law that he is fully authorized to execute and acknowledge the same.

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL.

My Commission expires 7-1-70

Notary Public

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 25th day of May in the year 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Marvin Mandel — Governor of Maryland
Louis L. Goldstein — Comptroller of Maryland
John A. Luetkemeyer — Treasurer of Maryland

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

NOTARY SEAL

WITNESS MY HAND AND NOTARIAL SEAL.

My Commission expires July 1 1970

Notary Public

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 18, 1970
* * *

On motion of Mr. Bucher, seconded by Mr. Bogley, the Commission approved and Chairman-Director Fisher executed duplicate copies of agreement dated March 18, 1970, between the State Roads Commission and The Mayor and Council of Rockville, Maryland, Montgomery County, relative to transfer by the Commission to the City for maintenance purposes as part of the Town's Highway System, of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement:

Existing Md. 28 (Baltimore Road) - From its intersection with First Street to its intersection with the east corporate limits of the City of Rockville, a distance of 1.28 miles.

Service Road on the west side of Md. 28 - From north of Viers Mill Road (Md. 586) to Baltimore Road, a distance of 0.30 mile.

Relocated Avery Road - From relocated Md. 28 (Station 0+00) to existing Avery Road (Station 11+50), a distance of 0.22 mile.

Said agreement had previously been executed by The City of Rockville, 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
Office of Planning & Safety
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. M. S. Caltrider (4)
Mr. W. L. Shook (2)
Mr. L. A. Yost, Jr. (2)
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. P. R. Miller (2)
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. R. M. Thompson
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. Wm. Jabine
Miss D. J. Sinners
Mayor and Council of Rockville
Secretary's File
SRC-Montgomery County file

THIS AGREEMENT made this 18TH day of MARCH, 1970, by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", Party of the First Part, and The Mayor and Council of Rockville, Maryland, hereinafter referred to as "Town Commissioners", 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 sections of roads, constructed by the Commission, to the Town Commissioners, Party of the Second Part, and the Town Commissioners have agreed to accept same for maintenance purposes as part of the Town's 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 Town Commissioners and the Town Commissioners, Party of the Second Part, do hereby accept from the Commission the following described sections of State constructed roads for maintenance purposes, as part of the Town's Highway System:

> Existing Md. 28 (Baltimore Road) - From its intersection with First Street to its intersection with the east corporate limits of the City of Rockville, a distance of 1.28 miles.
>
> Service Road on the west side of Md. 28 - From north of Viers Mill Road (Md. 586) to Baltimore Road, a distance of 0.30 mile.
>
> Relocated Avery Road - From relocated Md. 28 (Station 0+00) to existing Avery Road (Station 11+50), a distance of 0.22 mile.

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 of the year following completion of construction of the Service Road, relocated Avery Road and New Md. 28.

2. The basis for the allocation of funds will include the additional City mileage in the allocation to the City, beginning July 1 following the December 1 date described in Item 1 above.

3. The effective date for the transfer of these sections is when the Service Road, relocated Avery Road, and New Md. 28 are opened to traffic and upon completion of the indicated improvements as shown on the construction plans under Contract #M-523-4-371.

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 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.

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By: _____
Chairman and Director of Highways

Approved as to form and legal sufficiency this 9th day of March, 1970.

_____
Special Attorney

APPROVED:

_____
Deputy Director - Chief Engineer

ATTEST:

_____
John R. Horneck, City Clerk

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: _____
Achilles M. Tuchman, Mayor

Approved as to form and legal sufficiency this 12th day of February, 1970.

_____
City Attorney

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 4, 1970
* * *

On motion of Mr. Bucher, seconded by Mr. Evans, the Commission approved and Chairman-Director Fisher executed duplicate copies of agreement dated March 4, 1970, between the State Roads Commission and the Mayor and Council of Rockville, Maryland, relative to transfer by the Commission to the City, by deed, with the consent and approval of the Board of Public Works, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

> Montgomery Avenue (Md. 28) from connection to Jefferson Street in the vicinity of Van Buren Street to Rockville Pike (Md. 355), a distance of 0.75 mile.

Also it is agreed that the City will transfer jurisdiction to the State as part of the State Roads System the following described section of City road:

> Jefferson Street from Montgomery Avenue (Md. 28) in the vicinity of Van Buren Street to Park Avenue, a distance of 0.68 mile.

Said agreement had previously been executed by Mayor Achilles M. Tuchtan of the City of Rockville, approved by Chief Engineer Woodford, and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. W. E. Woodford, Jr.
Mr. C. W. Reese
Office of Planning & Safety
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. M. S. Caltrider (4)
Mr. W. L. Shook (2)
Mr. L. A. Yost (2)
Mr. T. Hicks
Mr. G. N. Lewis, Jr.
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. Charles Lee
Mr. M. D. Philpot (2)
Mr. Wm. Jabine
Miss D. J. Sinners
Mayor and Council of Rockville
Secretary's File
SRC-Montgomery County file

THIS AGREEMENT, made this 11th day of March, 1970, by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission," party of the first part, and the Mayor and Council of Rockville, Maryland, hereinafter referred to as "City," party of the second part, WITNESSETH:

WHEREAS, under authority contained in Sections 6 and 79 of Article 89B of the Annotated Code of Maryland (1957 Edition) (1969 Replacement Volume), the Commission is empowered, with the consent and approval of the Board of Public Works, to dispose of land whenever, by reason of relocation of any road, such land ceases to be used in the State's system of roads and highways, and

WHEREAS, certain portions of Montgomery Avenue (Maryland Route 28) in the City of Rockville will no longer be used in the State's system of roads and highways when a portion of Maryland Route 28 is relocated to newly improved Jefferson Street, and

WHEREAS, under authority contained in Section 21 of Article 89B of the Annotated Code of Maryland (1957 Edition) (1969 Replacement Volume), the City is empowered to transfer jurisdiction over city roads to the Commission, and

WHEREAS, the Commission has agreed to convey by deed, with the consent and approval of the Board of Public Works, to the City certain portions of Montgomery Avenue which will no longer be used in the State's system of roads and highways and the City has agreed to transfer jurisdiction to the Commission over certain portions of newly improved Jefferson Street for Maryland Route 28:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Commission, party of the first part, does hereby agree to transfer and/or convey by deed, with the consent and approval of the Board of Public Works, to the City, and the City, party of the second part, does hereby agree to accept a deed and/or jurisdiction from the Commission to the following described section of State constructed road:

Montgomery Avenue (Maryland Route 28) from connection to Jefferson Street in the vicinity of Van Buren Street to Rockville Pike (Maryland Route 355), a distance of 0.75 mile.

IT IS UNDERSTOOD AND AGREED between the parties hereto that the conveyance of and/or transfer of jurisdiction over the aforegoing section of State Highway is authorized under the following conditions:

1. The delivery of the deed and transfer of jurisdiction over Montgomery Avenue (Maryland Route 28) from Washington Street to Rockville Pike (Maryland Route 355) will be within approximately ninety (90) days after the date of this Agreement, and delivery of the deed to and transfer of jurisdiction over Montgomery Avenue (Maryland Route 28) from Washington Street to connection to Jefferson Street in the vicinity of Van Buren Street will be within approximately ten (10) days after the date of the final inspection of the rehabilitation and widening of Jefferson Street from Perry Street to Montgomery Avenue (Maryland Route 28).

AND BE IT FURTHER AGREED that in consideration of the aforegoing, the City, party of the second part, does hereby transfer jurisdiction to the Commission, party of the first part, as a part of the State Roads System, the following described section of City road:

Jefferson Street from Montgomery Avenue (Maryland Route 28) in the vicinity of Van Buren Street to Park Avenue, a distance of 0.68 mile.

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

1. A. The effective date of transfer of Jefferson Street from Perry Street to Park Avenue is to be the date of the first deed to the City described in item 1 above, and the effective date of transfer of Jefferson Street from Perry Street to Montgomery Avenue (Maryland Route 28) in the vicinity of Van Buren Street is to be the date of the final inspection of the rehabilitation and widening of Jefferson Street from Perry Street to Montgomery Avenue (Maryland Route 28).

2. A. The mileage represented by the first transfer described in item 1. A., above, will be excluded from the inventory, as of July 1, 1970, and the mileage represented by the second transfer described in item 1. A., above, will be excluded from the inventory as of December 1 of the year of the final inspection as described in item 1. A., above.

3. A. The basis for the allocation of funds will exclude the City road mileage represented by the first transfer described in item 1. A., above, in the allocation to the City beginning July 1, 1970, and the basis for allocation of funds will exclude the City road mileage represented by the second transfer described in item 1. A., above, in the allocation to the City beginning July 1, following the December 1 date described in item 2. A., above.

4. A. That such transfer is made on an "As-Is-Basis" which pertains to the existing rights-of-way and to the existing condition of the road involved including all appurtenances and bridge structures. This will include item 1. A., 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:

Secretary

By: _____
Chairman and Director of Highways

Approved:

Chief Engineer

Approved as to form and legal sufficiency this 17th day of February, 1970.

Special Attorney

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

Attest:

CLERK

By: _____

CIASSELL

MONTGOMERY COUNTY, MARYLAND
COUNTY OFFICE BUILDING
ROCKVILLE, MARYLAND 20850

DEPARTMENT OF PUBLIC WORKS

February 24, 1970

Mr. David H. Fisher
Deputy Director and
Chief Engineer
Maryland State Roads Commission
P.O. Box 717
Baltimore, Maryland 21203

Re: Streets within City of Gaithersburg presently maintained by Montgomery County.

Dear Mr. Fisher:

Montgomery County presently is receiving Highway User Funds for maintenance of several sections of roadway that through annexation are now within the City of Gaithersburg. A list of those streets follows:

	Street	Length	Limits
1.	Muddy Branch Road	2,200'	Fields Road to WSSC Pumping Station
2.	Clopper Road	5,200'	Quince Orchard Road to Longdraft Road
3.	Metropolitan Grove Road	1,400'	Clopper Road to Railroad R/W
4.	Quince Orchard Road and Montgomery Village Ave. (formerly Brown Station Rd.)	4,500'	Route 355 to Route 124
5.	Old Brown Station Road	900'	Quince Orchard Road to Railroad R/W
6.	Game Preserve Road	400' 1,300'	near Railroad Underpass Route 355 to Pepco R/W
7.	Watkins Mill Road	4,100'	Route 355 north
8.	Montgomery Village Avenue	2,000'	Route 355 east
9.	Rosemont Avenue	200'	Route 355 west
10.	S. Westland Drive	200'	Route 355 west

The Montgomery County Department of Public Works hereby requests that the assignment of Highway User Funds for the above-mentioned street sections be deleted from Montgomery County and credited to the City of Gaithersburg thereby transferring the maintenance responsibility of these streets to the City of Gaithersburg.

Very truly yours,

Richard J. Lynch,
Deputy Director of Public Works

RCW/mef

cc: Bill Lemmah
Hartwood Cornell, Jr.
Thomas Hicks, State Roads Commission
Walter Bucher

STATE ROADS COMMISSION
OF MARYLAND

TO: Mr. George W. Cassell

DATE: June 13, 1969

FROM: Mr. Thomas L. Cloonan

SUBJECT: Road Inventory

Attached please find a copy of HB 860, which was initiated in the 1968 legislative session and adopted by referendum November 5, 1968.

This bill changes the Prince Georges and Montgomery County Boundary Line on the north end and also changes the responsibility of maintenance for County Road 90 - Riding Stable Road, and County Road 81 - Burtons Road as per the attached map.

This change became effective June 1, 1969.

TLC:kas
Attachment

41 of this article. All traffic-control devices erected under the authority of this section [by the County Council for Montgomery County] shall conform to the State manual and specifications, as adopted under Section 189 of this article.

SEC. 2. *And be-it further enacted,* That this Act shall take effect July 1, 1968.

Approved May 7, 1968.

New P.G. — Montg. Boundary
1968 House Bill 860
adopted by referendum Nov. 5, 1968
and effective June 1, 1969
TRC
See attached Map

CHAPTER 725

(House Bill 860)

AN ACT to add a new Section to the Code of Public Local Laws of Prince George's County (1963 Edition and 1967 Supplement), being also Article 17 of the Code of Public Local Laws of Maryland, title "Prince George's County," subtitle "Boundaries" to be known as Section 4-6 and to follow immediately after Section 4-5, and adding a new section to the Montgomery County Code, 1965, being also Article 16 of the Code of Public Local Laws of Maryland, title "Montgomery County," subtitle "Part 2. General Local Laws," subheaded "Chapter 1. General Provisions," to be known as Section 1-19 and to follow immediately after Section 1-18, to provide for the classification of and provide for the establishment of, the boundary line between Prince George's County and Montgomery County.

SECTION 1. *Be it enacted by the General Assembly of Maryland,* That a new section be added to the Code of Public Local Laws of Prince George's County and the Montgomery County Code, being Section 4-6 to the Code of Public Local Laws of Prince George's County (1963 Edition and 1967 Supplement), being also Article 16 of the Code of Public Local Laws of Maryland, title "Prince George's County," subtitle "Boundaries" and to follow immediately after Section 4-5; and being Section 1-19 of the Montgomery County Code, 1965, being also Article 16 of the Code of Public Local Laws of Maryland, title "Montgomery County," subtitle "Part 2. General Local Laws," subheaded "Chapter 1. General Provisions," said new section to follow immediately after Section 1-18, thereof, all to read as follows:

(4-6).

Notwithstanding the provisions of any previous law, the boundary line between Prince George's and Montgomery County is defined and established by the following metes, bounds and coordinates:

Beginning at a point on the District of Columbia Line, where formerly stood a stone established to mark the point common to Montgomery and Prince George's Counties by a survey of the County Line in 1868 to 1872, said point having been re-established by this survey from reference notes recorded by the District of Columbia Surveyor prior to the removal of the stone during the reconstruction of Eastern Avenue in 1947 and 1948, said point now

being marked by a brass screw cemented in a two-inch iron pipe standing two inches above the macadam and at the base of a concrete retaining wall on the northeast side of Eastern Avenue approximately thirty-six (36) feet northwest of the southeast end of said retaining wall, with coordinates of the beginning point of North 413,898.60 and East 797,723.97, and running thence with the County Line, as now determined, N 30°06'02" E (North thirty degrees six minutes two seconds East) for 17,351.72 (seventeen thousand three hundred fifty-one and seventy-two one hundredths) feet to a granite stone marked "M.C.P.G. 1872" and with coordinates of N 428,910.38 and E 806,426.19 established by the 1868-72 survey and set flush with the ground on the northeasterly side of Mt. Pisgah Road;

thence N 29°59'05" E (North twenty-nine degrees fifty-nine minutes five seconds East) for 38,805.27 (thirty-eight-thousand eight hundred five and twenty-seven one hundredths) feet to a granite stone established by the 1868-72 survey and with coordinates of N 462,521.90 and E 825,819.86, marked "M.C.P.G. 1872" standing about two feet above ground and on the northerly side of the Sandy Spring Road (State Route 198), and about 1,056 feet westerly from the centerline of Gunpowder Road;

thence N 19°22'18" E (North nineteen degrees twenty-two minutes eighteen seconds East) 4405.13 (four thousand four hundred five and thirteen hundredths) feet to an iron pipe with coordinates of North 466,677.64 and East 827,281.01 on the easterly side of Riding Stable or Brooklyn Bridge Road at or near the westerly corner of the C. Shamel property as per deed recorded among the Land Records of Prince George's County in Liber 1043 at Folio 206;

~~*thence N 19°02'19" W (North nineteen degrees two minutes nineteen seconds West) 1734.19 (seventeen hundred thirty-four and forty hundredths)*~~ N 40°00'20" W (NORTH FORTY DEGREES NO MINUTES TWENTY SECONDS WEST) 1666.58 (SIXTEEN HUNDRED SIXTY SIX AND FIFTY EIGHT HUNDREDTHS) FEET TO A POINT WITH COORDINATES OF NORTH 467,954.22 AND EAST 826,209.63 AT THE END OF THE FOURTH LINE OF A CONVEYANCE FROM JAMES W. SMITH, ET UX, TO THE WASHINGTON SUBURBAN SANITARY COMMISSION BY A DEED DATED THE 6TH DAY OF JANUARY 1953, AND RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND IN LIBER 1753 AT FOLIO 89, THENCE WITH SAID FOURTH LINE REVERSED N 54°19'39" E (NORTH FIFTY-FOUR DEGREES NINETEEN MINUTES THIRTY NINE SECONDS EAST) 622.40 (SIX HUNDRED TWENTY-TWO AND FORTY HUNDREDTHS) *feet to a concrete monument with coordinates of North 468,317.17 and East 826,715.25 at the Southwest corner of a conveyance from Thomas I. Burton, et ux. to the Washington Suburban Sanitary Commission by a deed dated the 25th day of July 1950, and recorded among the Land Records of Montgomery County, Maryland in Liber 1412 at Folio 395;*

thence with the last line of said deed N 54°19'39" E (North fifty-four degrees nineteen minutes thirty-nine seconds East) 683.61 (Six hundred eighty-three and sixty-one hundredths) feet to a

concrete monument with coordinates of North 468,715.81 and East 827,270.58 at the end thereof;

thence with the full length of the first line of said deed and in extension thereof through parcel one of a conveyance from Norman C. Dustin to the Washington Suburban Sanitary Commission by a deed dated the 19th day of October 1950 and recorded among the Land Records of Montgomery County in Liber 1448 at Folio 106, N 55° 25'10" E (North 55 degrees twenty-five minutes ten seconds East) 292.35 (two hundred ninety-two and thirty-five hundredths) feet to a point with coordinates of North 468,881.74 and East 827,511.28;

thence N 31°09'50" W (North thirty-one degrees nine minutes fifty seconds West) 313.40 (three hundred thirteen and forty hundredths) feet to a concrete monument with coordinates of North 469,149.92 and East 827,349.10 at or near the southwest corner of a conveyance by L. Marshall Cuvillier, Jr., et ux to the Washington Suburban Sanitary Commission by a deed dated the 16th day of February 1951, recorded among the Land Records of Montgomery County in Liber 1497 at Folio 117;

thence N 58°50'10" E(North fifty-eight degrees fifty minutes ten seconds East) 489.99 (four hundred eighty-nine and ninety-nine hundredths) feet, to a point with coordinates of North 469,403.48 and East 827,768.38; thence S 31°09'50" E (South thirty one degrees nine minutes fifty seconds East) 399.44 (three hundred ninety-nine and forty-four hundredths) feet to a point on a concrete monument with coordinates of North 469,061.68 and East 827,975.09 at or near the Southwest corner of a tract of land conveyed by Howard B. Shipley, et ux to the Washington Suburban Sanitary Commission by a deed dated the 22nd day of May 1952 and recorded among the Land Records of Montgomery County, in Liber 1672 at Folio 201;

thence with the fifth line of said deed N 68°41'20" E (North sixty eight degrees forty-one minutes twenty seconds East) 466.97 (four hundred sixty-six and ninety-seven hundredths) feet to a concrete monument at the end thereof with coordinates of North 469,231.40 and East 828,410.13;

thence with the southerly line of a tract of land conveyed by Richard D. Boyle to the Washington Suburban Sanitary Commission by a deed dated the 17th day of July 1951, and recorded among the Land Records of Montgomery County in Liber 1782 at Folio 469, for the full length thereof and passing over a concrete monument at the Southeast corner of said tract and continuing with the southerly line of a tract of land conveyed by Gilmer B. Randolph, et ux to the Washington Suburban Sanitary Commission by a deed dated the 26th day of March 1952 and recorded among the Land Records of Montgomery County in Liber 1663 at Folio 457, N 64°26'30" E (North sixty-four degrees twenty-six minutes thirty seconds East) 1680.37 (Sixteen hundred eighty and thirty-seven hundredths) feet to a point with coordinates of North 469,956.35 and East 829,926.06;

thence so as to include a part of Parcel "A" conveyed by Chester F. Naumowicz, Jr. to the Washington Suburban Sanitary Commission by a deed dated the 7th day of March 1952 and recorded

among the Land Records of Montgomery County, in Liber 1644 at Folio 293, N 22° 17'57" E (North twenty-two degrees seventeen minutes fifty-seven seconds East) 961.88 (Nine hundred sixty-one and eighty-eight hundredths) feet to a point with coordinates of North 470,846.30 and East 830,291.04, said point being about six tenths of a foot southwest of a fence corner;

thence N 64°08'00" E (North sixty-four degrees eight minutes no seconds East) 509.38 (Five hundred nine and thirty-eight hundredths) feet to the end of the third line in said deed at a point with coordinates of North 471,068.53 and East 830,749.39, said point being 9866.36 feet N 29°58'32" E from a granite stone marked "M.C.P.G. 1872," standing about two feet above ground on the northerly side of the Sandy Spring Road (State Route 198);

thence crossing said conveyance from Naumowicz to the Washington Suburban Sanitary Commission N 29°58'30" E (North twenty-nine degrees fifty-eight minutes thirty seconds East) 2085.80 (Two thousand eighty-five and eighty hundredths) feet to a point with coordinates of North 472,875.34 and East 831,791.50 at the end of the 17th (seventeenth) line of said deed recorded among the Land Records of Montgomery County in Liber 1644 at Folio 293, said point having been in the centerline of the channel of the Patuxent River as established prior to the flooding of said river by the construction of the Rocky Gorge Reservoir.

SEC. 2. *And be it further enacted*, That the Board of County Commissioners for Prince George's County and the County Council for Montgomery County shall cause to be constructed monuments along the above described line at its intersection with University Boulevard, Piney Branch Road, Mt. Pisgah Road, Powder Mill Road, Cherry Hill Road, Fairland-Briggs Chaney Road, Greencastle Road, Sandy Spring Road and Brooklyn Bridge-Riding Stable Road and that such monuments shall be adequately protected in such manner as they shall determine.

SEC. 3. *And be it further enacted*, That this Act is hereby declared to be an emergency measure and necessary for the immediate preservation of the public health and safety and having been passed by a yea and nay vote supported by three-fifths of all the members elected to each of the two houses of the General Assembly, the same shall take effect from the date of its passage.

SEC. 4. *And be it further enacted*, That before this Act shall become effective, it shall first be submitted to a referendum of the legally qualified voters of the 5th and 13th Election Districts of Montgomery County, and of the 1st, 10th, 17th and 21st Election Districts of Prince George's County, at the general election to be held in November of 1968. There shall be printed on the ballots or ballot labels to be used at said election in the aforementioned districts, the title of this Act and underneath said title, on separate lines, a square or box to the right of and opposite to the word: "For," and a corresponding square or box to the right of and opposite to the word: "Against," so that the voters of the aforementioned election districts in Montgomery and Prince George's Counties shall be able to designate his or her decision for or against the provisions of this Act. If a majority of the votes cast in said 5th

and 13th Election Districts of Montgomery County and a like majority of the votes cast in said 1st, 10th, 17th and 21st Election Districts of Prince George's County shall be "For," then the provisions of this Act shall become effective; but if a majority of the votes cast in said 5th and 13th Election Districts of Montgomery County and a like majority of the votes cast in said 1st, 10th, 17th and 21st Election Districts of Prince George's County, shall be "Against," then the provisions of this Act shall be of no effect and shall be null and void.

PROVIDED, HOWEVER, That in the event that the legally qualified voters of the State of Maryland shall ratify, at the special election held on May 14, 1968, the proposed new draft Constitution, this Section shall have no effect and shall be null and void without the necessity of further action by the General Assembly.

SEC. 5. *And be it further enacted*, That before this Act shall become effective, it shall first be submitted to a referendum of the legally qualified voters of Montgomery County and of Prince George's County at the general election to be held in November of 1968. There shall be printed on the ballots or ballot labels to be used at said election in both aforementioned counties, the title of this Act and underneath said title, on separate lines, a square or box to the right of and opposite to the word: "For," and a corresponding square or box to the right of and opposite to the word: "Against," so that the voters of both Montgomery County and Prince George's County shall be able to designate his or her decision for or against the provisions of this Act. If a majority of the votes cast in said Montgomery County and a like majority of the votes cast in said Prince George's County shall be "For," then the provisions of this Act shall become effective; but if a majority of the votes cast in the said Montgomery County and a like majority of the votes cast in the said Prince George's County shall be "Against," then the provisions of this Act shall be of no effect and shall be null and void.

PROVIDED, HOWEVER, in the event that the legally qualified voters of the State of Maryland shall not ratify, at the special election on May 14, 1968, the proposed new draft Constitution, this Section shall have no effect and shall be null and void without the necessity of further action by the General Assembly.

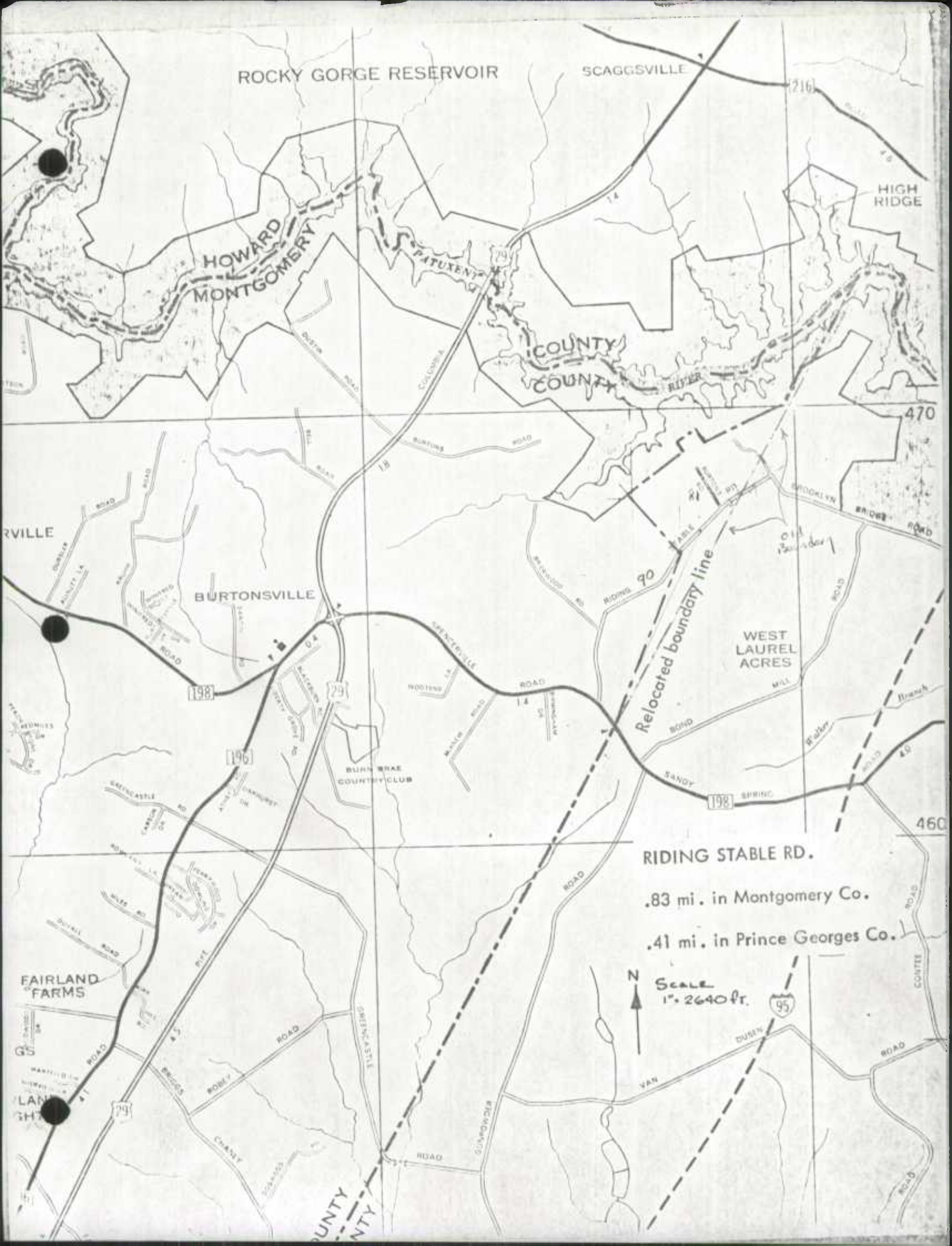
SEC. 6. *And be it further enacted*, That subject to the provisions of Section 4 and Section 5 herein, this Act shall take effect on June 1, 1969.

Approved May 7, 1968.

CHAPTER 726

(House Bill 861)

AN ACT to add new Section 42 to Article 21 of the Annotated Code of Maryland (1966 Replacement Volume), title "Conveyancing," subtitle "Mortgages," to follow immediately after Section


ROCKY GORGE RESERVOIR
SCAGGSVILLE
HIGH RIDGE
HOWARD
MONTGOMERY
PATUXENT
COUNTY
COUNTY
RIVER
470
BURTONSVILLE
WEST LAUREL ACRES
Relocated boundary line
Old boundary
BURN BRAE COUNTRY CLUB
460
RIDING STABLE RD.
.83 mi. in Montgomery Co.
.41 mi. in Prince Georges Co.
N
Scale 1" = 2640 ft.
FAIRLAND FARMS

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 16, 1969

* * *

On motion of Mr. Brinsfield, seconded by Mr. Evans, the Commission, in accordance with Joint Resolution #53 of the 1969 Session of the General Assembly and in response to a request by the American Legion, Maryland Department, Inc., agreed to name the bridge carrying Interstate Route 495 over the Potomac River at Cabin John as the American Legion Memorial Bridge.

In response to the Legion proposal to hold dedication ceremonies on Memorial Day 1969, Chairman-Director Fisher was authorized to discuss with the Legion, appropriate arrangements that would eliminate the possibility of the creation of traffic hazards for holiday motorists.

Copy: Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. J. D. Buscher
Mr. J. J. Rowan
Mr. W. J. Addison
Mr. G. W. Reese
Mr. M. S. Caltrider (4)
SRC-Name Designations
SRC-Montgomery County

Secretary's File

No. 48724

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
THURSDAY, AUGUST 22, 1968

* * *

EFFECTIVE APRIL 1, 1972
SEE LETTER FEB 24, 1972

Chairman-Director Wolff executed duplicate copies of agreement dated August 22, 1968, between the State Roads Commission and Montgomery 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:

CS-15-141

Md. Route 582 - From Brookeville Road (County Road No. 63) to ~~Gregg~~ RIGGS Rd Road (County Road No. 58), a distance of ~~1.8~~ 1.27 miles.

The above transfer is subject to the conditions, and completion of proposed improvements, as more fully set forth in the agreement.

Said agreement had previously been executed by Montgomery 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. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. W. L. Shook (4)
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. P. R. Miller (2)
Mr. M. D. Philpot (2)
Mr. H. H. Bowers
Mr. C. R. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. R. M. Thompson
Mr. C. M. Heany
Mr. Charles Lee
Mr. E. D. Reilly
Miss Jean Sinners
Montgomery County Council (2)
Secretary's File
SRC-Montgomery County

Secretary's File

No. 48724

THIS AGREEMENT made this 22 day of August, 1968 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission, party of the first part, and Montgomery 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 roads for maintenance purposes, as part of the County Highway System:

Md. Route 582 - From Brookeville Road (County Road No. 63) to Gregg Road (County Road No. 58), a distance of 1.80 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 reconstruction of that 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.

upon completion of the improvements in accordance with plans and specifications previously approved by the County on April 18, 1968.

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 road involved including all appurtenances 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:

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman and Director of Highways

APPROVED:

Deputy Director-Chief Engineer

Approved as to form and legal sufficiency this 9th day of August 1968

Special Attorney

ATTEST:

Clerk to County Council

MONTGOMERY COUNTY, MARYLAND

By

President
County Council - Montgomery County

APPROVED:

County Manager

Acting Director of Public Works

Approved as to form and legal sufficiency this 19th day of July 1968

Counsel to County Council of Montgomery County

MD 557
Gaithersburg

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, AUGUST 2, 1966
* * *

Chairman and Director Funk executed for and on behalf of the Commission duplicate copies of agreement dated July 5, 1966, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and the Town Commissioners of Gaithersburg, Maryland, therein referred to as "Town Commissioners," party of the second part, pertaining to transfer by the Commission to the Town Commissioners, for maintenance purposes as part of the Town's highway system, of the following section of State constructed road, subject to the conditions more fully set forth therein:

Md. Route 557 (Brooks Avenue) from Md. Route 114 (Summit Avenue) to Md. Route 355 (Frederick Avenue), a distance of 0.42 mile

CONTROL-SECTION 15-140S

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

Contract
M 721-377
Awarded
8-15-66

Completed
9-8-66

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. W. L. Shook (4)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. J. E. Gerick
Mr. R. M. Thompson
Mr. Charles Lee
Records & Research Section, R/W Div.
Town Commissioners of Gaithersburg (3)
Secretary's File
SRC-Montgomery County

Has been turned over to Gaithersburg for municipal maintenance. Phone call Clyde Hyatt to Mr Shook 11/30/66

THIS AGREEMENT made this 5th day of JULY, 1965 6 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and the Town Commissioners of Gaithersburg, Maryland, hereinafter referred to as "Town Commissioners", 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 Town Commissioners, party of the second part, and the Town Commissioners has agreed to accept same for maintenance purposes as part of the Town's 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 Town Commissioners and the Town Commissioners, 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 Town's Highway System:

Md. Route 557 (Brooks Avenue) from Md. Route 114 (Summit Avenue) to Md. Route 355 (Frederick Avenue), a distance of 0.42 mile.

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, 1965. 6

2. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1966. 7

3. The effective date for the transfer of this section of Road is upon the completion of resurfacing of Md. 557 (Brooks Avenue) from Md. 114 (Summit Avenue) to Md. 355 (Frederick Avenue).

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 will include Item 3 above.

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

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 17 day of February, 1965.

_____
Special Attorney

APPROVED:

_____
Chief Engineer

TOWN COMMISSIONERS OF GAITHERSBURG, MONTGOMERY COUNTY, MARYLAND

By John W. Griffith
Mayor

ATTEST:

Mildred I. Smith
Clerk to Town Commissioners

Approved as to form and legal sufficiency this 15th day of JULY, ~~1965~~. 1966

William O. Vose
Town ~~Attorney~~ Admin.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 16, 1966
* * *

The Commission considered request in letter of February 9, 1966, from Richard Ackroyd, Division Engineer, Bureau of Public Roads, relative to acquisition at the expense of the Bureau of Public Roads of right of way for Defense Access Road Project A-AD-15(1), and on motion of Mr. Bailey, seconded by Mr. Evans, directed that reply be made to Mr. Ackroyd that because of the present heavy work load, it is not possible to undertake more work at this time. In this connection, the Commission indicated its willingness to transfer to Montgomery County, upon completion, the 1.8 mile section of Md. Route 582 included as part of the proposed Defense Access Road Project.

Copy: Mr. D. H. Fisher
Mr. A. S. Gordon
Mr. L. C. Moser (2)
Mr. W. J. Addison
Mr. G. W. Cassell
SRC-Montgomery County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, NOVEMBER 26, 1965
***

Chairman and Director Funk executed for and on behalf of the Commission supplemental agreement, in duplicate, dated November 26, 1965, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and Montgomery County, Maryland, a body corporate, party of the second part, therein referred to as the "County," which applies to the following projects only:

Federal Aid Project Number	Name of Road
US-9915 (6)	Randolph Road
US-9314 (1)	Democracy Boulevard

and in order that the Commission may delete its construction supervision on the projects, said parties therein agree that "The Second Sentence of Paragraph Three on Page Three of the agreement between the Commission and the County dated September 27, 1965 will be deleted in its entirety."

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

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. W. L. Shook (4)
Mr. G. N. Lewis, Jr. (8)
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. H. P. Jones
Mr. L. C. Moser (3)
Montgomery County, Md. (3)
Secretary's File #42970
SRC-Montgomery County

MEMORANDUM OF AGREEMENT OF STATE AIDES CONSTRUCTION OF MARYLAND
TO DEPARTMENT AND/OR COUNTY B. ROAD
FRIDAY, NOVEMBER 26, 1965

Chairman and Director both executed for and on behalf of the Commission supplemental agreement, in duplicate, dated November 26, 1965, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, sometimes called the "Commission," and Montgomery County, Maryland, a body corporate, party of the second part, sometimes referred to as the "County," which applies on the following projects only:

Project Aid Tracker Number	Name of Road
MC-4013 (2)	Randolph Road
MC-2016 (1)	Damascus Bypass

and in order that the Commission may delete its construction responsibility on the projects, said parties therein agree that "The Second Paragraph of Paragraph Three on Page Three of the agreement between the Commission and the County dated September 27, 1965 will be deleted in its entirety."

Said supplemental agreement had been executed previously on the part of the County, recommended for approval by Chief Engineer Pilkerton, and approved as to form and legal sufficiency by Special Attorney Tredenburgh.

Copy: Mr. C. E. Pilkerton
Mr. L. L. Mackert
Mr. F. F. Schlosser
Mr. W. L. Adkins
Mr. G. W. Dunnell
Mr. C. A. Goldstein
Mr. G. D. Hively
Mr. V. L. Shook (2)
Mr. G. E. Lewis, Jr. (2)
Mr. W. E. Meekins (2)
Mr. H. S. Downs (2)
Mr. A. L. Crabb (2)
Mr. H. M. Bradley
Mr. H. F. Amos
Mr. L. C. Ebert (2)
Montgomery County, Md. (2)
Secretary's File #2270
Montgomery County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, SEPTEMBER 27, 1965
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated September 27, 1965, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and Montgomery County, Maryland, a body corporate, party of the second part, therein called the "County," applicable to construction of certain highways in Montgomery County, Randolph Road from Rockinghorse Road to Dewey Road for a distance of 0.27 mile, and Democracy Boulevard from Seven Locks Road to West of Interstate Route 270 for a distance of 0.40 mile, more particularly described as follows:

Federal Aid Project US-9915(6) - Randolph Road
Federal Aid Project US-9314(1) - Democracy Boulevard

Said agreement stipulates the conditions under which these projects are to be constructed and states that the County shall keep open to traffic and maintain the projects in a satisfactory manner and make ample provision each year for such maintenance.

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

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. W. L. Shook (4)
Mr. G. N. Lewis, Jr. (8)
Mr. W. B. Duckett (2)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. H. P. Jones
Mr. L. C. Moser (3)
Montgomery County, Md. (3)
Secretary's File 42970
SRC-Montgomery County

Mr. Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, SEPTEMBER 10, 1965
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in triplicate, dated September 10, 1965, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and the County Council of Montgomery County, Maryland, a body corporate, party of the second part, therein called the "County," applicable to construction of highways in Montgomery County, Lux Lane from Seven Locks Road to Old Georgetown Road, a distance of 1.26 miles, and Tuckerman Lane from Seven Locks Road to Falls Road, a distance of 1.82 miles, more particularly described as follows:

Federal Aid Project Number S-9309 (1) - Lux Lane
Federal Aid Project Number S-9309 (2) - Tuckerman Lane

Said agreement stipulates the conditions under which these projects are to be constructed and states that the County shall keep open to traffic and maintain the projects in a satisfactory manner and make ample provision each year for such maintenance.

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

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. W. J. Addison
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. W. L. Shook (4)
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)
Montgomery County, Md. (3)
Secretary's File
SRC-Montgomery County

MD 124
DIAMOND AVE
GAITHERSBURG

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 2, 1965
***

The Commission approved and Chairman and Director Funk executed for and on its behalf agreement, in duplicate, dated June 2, 1965, by and between the Mayor and Council, Town of Gaithersburg, Maryland, therein called "Town," party of the first part, and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, therein called "Commission," party of the second part, relative to the improvement of, at the expense of the Town, Diamond Avenue (Md. Route 124), from Summit Avenue to Maryland Route 355 in Gaithersburg, Maryland (Contract M-645-1-345), in accordance with the terms and conditions more fully set forth therein. Upon completion of the project, the Commission will maintain same as part of the State Highway System.

The said agreement had been executed previously by Mayor Merton F. Duvall, approved by Chief Engineer Fisher and Special Attorney C. C. Seymour, and concurred in by Commissioner Clagett.

Copy: Mr. L. G. Clagett
Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. H. G. Downs
Mr. W. L. Shook (4)
Mr. M. M. Brodsky
Mr. L. C. Moser (3)
Mr. W. B. Duckett (2)
Mr. G. W. Cassell
Mr. F. P. Scrivener
Secretary's File
SRC-Montgomery County
Contract M-645-1-345

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 1965, by and between the MAYOR AND COUNCIL, TOWN OF GAITHERSBURG, MARYLAND, hereinafter called "Town", party of the first part, and the STATE ROADS COMMISSION OF MARYLAND, acting for and in behalf of the STATE OF MARYLAND, hereinafter called "Commission", party of the second part, witnesseth:

WHEREAS, because of increased traffic needs, the Town proposes that the Commission improve Diamond Avenue (Maryland Route 124), from Summit Avenue to Maryland Route 355 in Gaithersburg, Maryland, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed project and to enter into an agreement to state more fully their respective aims and obligations.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of One Dollar ($1.00), paid by each party to the other, receipt whereof is hereby acknowledged, the Town and Commission hereby agree as follows:

1. Town or its consultants will prepare right of way plats, detailed plans, quantities, special provisions and specifications ready for advertising for bids for the project.

2. Town will pay to the Commission, as hereinafter provided, all cost of rights of way, including the land, improvements, attorney's fees, other than Commission's Attorney, court costs, appraisal fees, etc., in connection with the project.

3. Commission will acquire in its name all necessary rights of way, the cost of which will be borne as mentioned in #2 above. Title to same shall remain in the Commission as a part of the State Highway System.

4. Commission will advertise for bids, make the award and enter into the customery form of contract with the successful bidder.

5. Prior to the award of the contract the Town will deposit with the Commission such amount as is estimated will cover all cost of acquisitions and construction exclusive of the cost of repaving and installation of storm drains at the intersection of Diamond Avenue and Summit Avenue, but including overhead and managerial expenses incurred by the Commission in the performance of this contract. Adjustment of over or under payments will be made by the Town and the Commission upon completion and final acceptance of the project. If for any reason the Town fails to pay any portion of said project cost the Commission is hereby authorized to deduct such cost from the Town's share of gasoline tax revenues due it.

6. All construction work on said project shall be in accordance with the standard specifications of the Commission and any special provisions applicable to this project.

7. Upon the completion of the project the Commission will maintain same as part of the State Highway System.

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

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

ATTEST:

Secretary

MAYOR AND COUNCIL
TOWN OF GAITHERSBURG

By
Mayor

ATTEST:

Secretary

STATE ROADS COMMISSION
OF MARYLAND

By
Chairman and Director of Highways
for the State of Maryland

Approved:

Special Attorney

Approved:

Chief Engineer-State Roads Commission

See minutes - March 2, 1960 -
Name originally was "Washington Circumferential Highway"

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

* * *

On recommendation of Mr. Clagett, seconded by Mr. Evans, the Commission directed that its action of March 2, 1960, naming the portion of Interstate Route 495 over which it has jurisdiction the "Capitol Beltway," be amended to read "Capital Beltway," effective at once.

Copy:
Mr. A. S. Gordon
Mr. D. H. Fisher
Mr. William Jabine, II
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. W. L. Shook (4)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. M. M. Brodsky
Mr. J. E. Gerick
Mr. Charles Lee
Mr. Allan Lee
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. Richard Ackroyd
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. F. P. Scrivener
Mr. L. S. Pfarr
Mr. E. K. Lloyd
Mr. R. M. Thompson
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. G. W. Cassell
Mr. J. D. Buscher
Mr. W. B. Duckett (2)
Mr. C. E. Hesson
SRC-Montgomery County
SRC-Prince George's County
SRC-Name Designations

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, SEPTEMBER 13, 1963
***

Chairman and Director Funk confirmed prior execution of agreement, in triplicate, dated September 12, 1963, by and between the State Roads Commission of Maryland, The Maryland-National Capital Park and Planning Commission, both being agencies of the State of Maryland, and the National Capital Planning Commission, an agency created by the Congress of the United States, wherein the parties thereto agree concerning construction of the Capitol Beltway through Rock Creek Stream Valley Park, Units Nos. 2 and 3, Montgomery County, Maryland, along an alignment, and at a grade, shown on N.C.P.C. Plan File No. 76.22/3105.0-21500, as approved by the National Capital Planning Commission at its meeting of May 2, 1963, as amended by N.C.P.C. Plan File No. 76.22/3105.0-22003 approved September 12, 1963, subject to the terms and conditions more fully set forth therein.

The said agreement had previously been approved as to form and legal sufficiency by Special Assistant Attorney General Buscher and executed on the part of The Maryland-National Capital Park and Planning Commission by J. Newton Brewer, Jr., Vice-Chairman, and on the part of the National Capital Planning Commission by Elizabeth Rowe (Mrs. James H. Rowe, Jr.), Chairman.

Copy: Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. W. L. Shook (2)
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. H. C. Bowers
Mr. W. B. Duckett (2)
Mr. A. L. Grubb (2)
Mr. L. W. Carr
Mr. C. S. Linville
Mr. J. D. Buscher
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Secretary's File
SRC-Montgomery County

1 pk

AGREEMENT

THIS AGREEMENT, made in three counterparts, each to constitute an original, this 12th day of September, 1963, by and between the State Roads Commission of Maryland, The Maryland-National Capital Park and Planning Commission, both being agencies of the State of Maryland, and the National Capital Planning Commission, being an agency created by the Congress of the United States, witnesseth:

WHEREAS the National Capital Planning Commission at its meetings of October 26, 1962, February 7, 1963, and May 2, 1963, and September 12, 1963 discussed and approved the routing of the Capital Beltway through Rock Creek Stream Valley Park, Units Nos. 2 and 3, Montgomery County, Maryland, along an alignment, and at a grade which is shown on N.C.P.C. Plan File No. 76.22/3105.0-21500, as amended by N. C. P. C. Plan File No. 76.22/3105.0-22003, subject to the execution of an agreement between the three parties to this agreement, embodying the principles and conditions contained in the actions taken on the aforesaid dates by the said National Capital Planning Commission.

NOW, THEREFORE, BE IT AGREED, by the parties hereto, that for and in consideration of the mutual promises and covenants herein contained, the Capital Beltway is to be constructed through Rock Creek Stream Valley Park, Units Nos. 2 and 3, Montgomery County, Maryland, along an alignment, and at a grade, shown on N.C.P.C. Plan File No. 76.22/3105.0-21500, as approved by the National Capital Planning Commission at its meeting of May 2, 1963, as amended by N.C.P.C. Plan File No. 76.22/3105.0-22003 approved September 12, 1963, subject to the following terms and conditions which are hereby made a part of this agreement:

(1) No roadways connecting the Capital Beltway with the East-West Highway at Beach Drive shall ever be constructed by the State Roads Commission of Maryland.

(2) The Capital Beltway through the park shall have a maximum of six (6) lanes.

(3) Wherever possible, existing roadways in the park shall not be relocated and additional lanes shall be constructed in the median.

(4) The Maryland-National Capital Park and Planning Commission agrees to convey unto the State Roads Commission of Maryland a perpetual easement within which the said Capital Beltway right-of-way is to be located as shown on N.C.P.C. Plan File No. 76.22/3105.0-21500; as amended by N.C.P.C. Plan File No. 76.22/3105.0-22003; and also perpetual easements for such special purposes and drainage facilities, and revertible easements for such supporting slopes and special purposes, as indicated by notation on the following plats of the State Roads Commission of Maryland, all of which are attached hereto and made a part hereof:

29263	29014	29027
29262	29015	29028
29009	29016	29029
29010	29018	29030
29011	29022	29031
29012	29034	29032
29013	29025	29035.

The area contained in the perpetual easement which includes the total right-of-way of the Capital Beltway through Rock Creek Stream Valley Park, Units Nos. 2 and 3, is approximately 72.35 acres of land; the area contained in the perpetual easements for special purposes and drainage facilities, as indicated on said plats, is approximately 0.87 acres of land; the area contained in the revertible easements, as shown on said plats, is approximately 5.82 acres of land.

(5) Landscaping plans of the State Roads Commission of Maryland shall be submitted for prior approval to the National Capital Planning Commission.

(6) The State Roads Commission of Maryland agrees to convey to The Maryland-National Capital Park and Planning Commission, as a replacement for the park land used in construction of the Capital Beltway, the following parcels of land:

(a) The remainder of the Eugene B. Casey tract, situated south of the Capital Beltway between Stations 355 and 370, containing 30.67 acres of land, more or less.

(b) The remainder of the Eugene B. Casey tract, located to the north of the Capital Beltway, between Stations 353 and 363, containing 2.29 acres of land, more or less.

(c) The remainder of the Martin Wiegand tract, located north of the Capital Beltway, between Stations 371 and 381, containing 4.92 acres of land, more or less. (The Stations referred to may be identified on the attached State Roads Commission plats.)

In addition to the aforesaid conveyances, the State Roads Commission of Maryland agrees to pay unto The Maryland-National Capital Park and Planning Commission the sum of Seven Hundred Thousand Dollars ($700,000.00) in substitution for its purchase and reconveyance to the said Maryland-National Capital Park and Planning Commission of the Morris Kanfer tract, containing approximately 57 acres, said sum of money to be used for the acquisition of such lands for stream valley parks in Montgomery County, Maryland, as may be selected by The Maryland-National Capital Park and Planning Commission and approved by the National Capital Planning Commission.

(7) The National Capital Planning Commission does hereby agree to and approve the construction of the Capital Beltway within the area shown on N.C.P.C. Plan File No. 76.22/3105.0-21500 as amended by N.C.P.C. Plan File No. 76.22/3105.0-22003 and on the aforementioned plats of the State Roads Commission of Maryland, as an amendment to the development plan of the Rock Creek Stream Valley

Park, Units Nos. 2 and 3, Montgomery County, Maryland, being part of the Capper-Cramton Stream Valley Park System.

IT IS FURTHER AGREED by and between the parties hereto that The Maryland-National Capital Park and Planning Commission will convey the aforementioned easements, the State Roads Commission of Maryland will convey the aforesaid property and pay the aforesaid amount of money, and the National Capital Planning Commission approves the proposed construction of the Capital Beltway, being a part of the Interstate Highway System, through the Rock Creek Stream Valley Park, Units Nos. 2 and 3, in recognition of the public need for completion of the Maryland segment of said Beltway at an early date; that any alternative location of said Beltway through residential neighborhoods would result in the displacement of a large number of families at a great cost to the residents of the State of Maryland and the United States; that the proposed use of such park land in this instance should not be construed as a precedent for or endorsement of the use of other park lands in the National Capital Region for Interstate Highway purposes.

* * * *

IN TESTIMONY WHEREOF the State Roads Commission of Maryland has caused these presents to be signed by John B. Funk, its Chairman, and attested to by C. R. Pease, its Secretary, and affixed its corporate seal hereto; The Maryland-National Capital Park and Planning Commission has caused these presents to be signed by J. Newton Brewer, Jr., its Vice-Chairman, and attested to by Jesse F. Nicholson, its Secretary-Treasurer, and affixed its corporate seal hereto; and The National Capital Planning Commission has caused these presents to be signed by Mrs. James H. Rowe, Jr., its Chairman, and attested to by Daniel H. Shear, its Secretary, and has affixed its corporate seal hereto.

ATTEST:

C. R. Pease, Secretary

State Roads Commission of Maryland
By: John B. Funk, Chairman

Approved as to form and legal sufficiency
this 3rd day of April 1963

Special Asst. Attorney General.

Jesse F. Nicholson,
Secretary-Treasurer

The Maryland-National Capital Park and Planning Commission
By: J. Newton Brewer, Jr.,
Vice-Chairman

Daniel H. Shear Secretary

National Capital Planning Commission
By:
Mrs. James H. Rowe, Jr. Chairman

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. E. McCarl
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. G. W. Cassell
Mr. W. L. Shook (2)
Mr. E. D. Reilly
Mr. E. K. Lloyd (2)
Mr. R. Thompson
Mr. H. C. Bowers
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Montgomery County, Md. (3)
Secretary's File
SRC-Montgomery County
Contracts M-512-19/27/28/71-320

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
THURSDAY, JULY 18, 1963
***

Chairman and Director Funk confirmed prior execution of duplicate copies of agreement, dated April 30, 1963, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called the "Commission," party of the first part, and Montgomery County, Maryland, a body corporate and politic, therein called "County," party of the second part, wherein the County grants to the State of Maryland, to the use of the State Roads Commission of Maryland, right-of-entry in and to that portion of the County roads, streets or avenues including paper streets, as described in "Exhibit A," attached thereto and made a part thereof (Greentree Road - M-512-71-320, and Fernwood Road - M-512-19-320), including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on "State Roads Commission of Maryland" plats duly recorded or intended to be recorded among the Land Records of Montgomery County pertaining to said roads, streets or avenues described or referred to in said "Exhibit A," all in connection with construction of a certain Interstate highway known as the Capital Beltway, Interstate Route 495, Contract Numbers M 512-19-71-320 and M 512-27-28-320, and the County approves the Commission's construction plans which provide for the closing, alteration, and/or relocation of said roads, streets and avenues as shown on "State Roads Commission of Maryland" Construction Drawings as submitted to the County, and as advertised, copies of which are to be filed with the Department of Public Works of the County.

Will be maintained by county except for bridges

See attached memorandum from Mr Kordella (Director of Public Work) to Mr. Hajzyk dated Feb. 6, 1963 & Mar. 22, 1963

In said agreement, the Commission agrees to reimburse and indemnify the County for such legal compensation as the County is required by law to pay such abutting owners whose rights are invaded by the obstruction, alteration, and relocation of said County roads, streets or avenues, as stipulated in Section III.

Said agreement had been executed previously on the part of Montgomery County, Maryland, by Acting County Manager E. W. Bucklin, recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

THIS AGREEMENT, Made this 30th day of April, 1963, by and between the Maryland State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called the "Commission", party of the first part, and Montgomery County, Maryland, a body corporate and politic, hereinafter called "County", party of the second part.

WHEREAS, the Commission is in the process of constructing a certain Interstate highway known as the Capital Beltway, Interstate Route 495, M-512-19-71-320 Contract Number M-512-27-28-320, and deems it necessary to take possession of and relocate certain portions of these County roads, streets or avenues or alter or adjust as necessary those so noted, both as listed in the attachment titled "Exhibit A", and;

WHEREAS, the County as a matter of public convenience and in order to best serve the needs of the traveling public, deems it necessary to require the Commission to relocate and/or alter said County roads, streets or avenues in such manner as may be mutually agreed upon and in pursuance thereof is agreeable to transferring said roads, streets or avenues or portions thereof, to the Commission, as hereinafter more particularly set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) each to the other paid, receipt of which is hereby acknowledged and the mutual benefits enuring to both, the parties do mutually agree as follows:

I

The County hereby grants to the State of Maryland, to the use of the State Roads Commission of Maryland, right-of-entry in and to that portion of the County roads, streets or avenues including paper streets, as described in "Exhibit A", attached hereto and made a part hereof, including that portion within the outermost right of way, right of way of through highway, easement, right of way and coincidental existing right of way lines, as shown and indicated on "State Roads Commission of Maryland" plats duly recorded or intended to be recorded among the Land Records of Montgomery County pertaining to said roads, streets or avenues described or referred to in said "Exhibit A".

Unless previously transferred by separate agreement between the parties hereto, it is understood and agreed, that the effective date of transfer of title to the several roads, streets and avenues already utilized or appropriated in the construction of the Capitol Beltway (Interstate Route 495) shall be the date of the completion of this agreement, and the effective date of transfer of all other roads, streets or avenues not thus far utilized or appropriated shall be the date on which "notice" is given a contractor "to proceed" with actual construction of a particular section of the Capitol Beltway (I-495) at which time title to the roads, streets and avenues affected by the construction of that particular section shall pass from Montgomery County to the State Roads Commission. Copies of such "notices to proceed" as issued, shall be furnished the Department of Public Works of Montgomery County. The sections of county roads, streets or avenues already utilized or appropriated for construction purposes shall be excluded from the inventory as of December 1, 1961, and excluded from the allocation of funds as of July 1, 1962, and as to the remaining sections of roads, streets, or avenues, the same shall be excluded from the inventory as of December 1, following the effective date of transfer and excluded from the allocation of funds as of July 1 the following year.

II

That the County hereby approves the Commission's construction plans which provide for the closing, alteration, and/or relocation of said roads, streets and avenues as shown on "State Roads Commission of Maryland" Construction Drawings as submitted to the County, and as advertised, copies of which are to be filed with the Department of Public Works of the County.

III

That, if, by the obstruction, alteration and relocation of said County roads, streets or avenues any private vested rights of any owners of lands abutting upon said County roads, streets or avenues or lying in the vicinity thereof, are invaded so as to entitle such owners to legal compensation under the laws of the State of Maryland, and if the County is required

by law to pay just compensation to such abutting owners, the Commission agrees to reimburse and indemnify the County for such payment. However, no negotiations are to be opened for the acquisition of privately owned property or rights until the appraisals for the said acquisition are first submitted to the State Roads Commission for its prior approval. Such payment shall include court costs, appraiser's fees and other expenses directly incurred by the County, however, the Commission shall not be liable to pay any cost or loss occasioned by the negligence of the County, its agent and employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year aforesaid.

ATTEST:

James Michael Bailey
Clerk, County Council for
Montgomery County, Maryland

MONTGOMERY COUNTY, MARYLAND

By Eli Berlin
County Manager (Acting)

~~Date xxxxx County Roads Engineer~~

Approved as to form and legal sufficiency

Robert L. Tobin Jr.
County Solicitor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By
Chairman and Director of Highways

Recommended for Approval:

7/2/63 Donald M. Forbes
Date Chief Engineer

Approved as to form and legal sufficiency

C. C. Seymour
Special Attorney

Exhibit A

1. GREENTREE ROAD M-512-71-320

A section of existing Greentree Road will be closed beginning at its intersection with existing Barnett Road and extending in a southeasterly direction from said intersection for a distance of 1,265 ft.

The reconstruction and relocation of Greentree Road will begin at a point in existing Greentree Road measured 100 ft. northerly from the intersection of Greentree Road and Barnett Road and extend southeasterly from said beginning point for a distance of 1,400 ft. to a point in existing Greentree Road. The relocation and reconstruction of Greentree Road will consist of a 20 ft. pavement and two 5 ft. shoulders on a 44 ft. graded width crossing over the Capitol Beltway on a 30 ft. curb to curb bridge structure with 4 ft. sidewalks through the limits of the bridge structure.

2. FERNWOOD ROAD M-512-19-320

A section of Fernwood Road will be reconstructed along its present alignment beginning at a point located 800 ft. south of the southerly right of way line of through highway of the Capitol Beltway and extending from said point in a northerly direction for a distance of 1,550 ft.

The reconstruction will consist of a 24 ft. pavement with two 5 ft. shoulders on a graded width of 44 ft. and crossing over the Capitol Beltway on a 30 ft. curb to curb bridge structure with 4 ft. sidewalks through the limits of the bridge structure.

The bridge sub-structure will be constructed to accommodate the ultimate widening of the bridge for an ultimate 40 ft. roadway.

The relocated roadway adjacent to the bridge will be offset from the bridge centerline to provide for the ultimate widening of Fernwood Road by Montgomery County in accordance with their Master Plan.

3. GENERAL. All conditions set-forth in attached Memoranda dated February 6th 1963 and March 22nd 1963 from Montgomery County Director of Public Works to Maryland State Roads Commission shall be a part of AGREEMENT appended hereto.

M E M O R A N D U M

March 22, 1963

To: Mr. R. J. Hajzyk, Chief of Planning
Maryland State Roads Commission
300 West Preston Street, Baltimore 1

Re: Greentree Road at Capitol Beltway
- SRC Project No. M-512-71-320

In accordance with your request, this memo is submitted to set-forth conditions under which the County consents to relocation of Greentree Road at Capital Beltway. SRC has constructed new bridge to carry Greentree Road over Capital Beltway. You are now engaged in constructing approaches to that bridge, which work will constitute relocation of Greentree Road in this vicinity. Greentree Road, throughout length of your project, has heretofore been maintained as a County highway.

So far as the County has jurisdiction, SRC is hereby authorized to relocate Greentree Road (Sta. 21+80 to Sta. 35+50); subject to following conditions -

1) All construction shall be accomplished in full conformity with Plans as heretofore furnished to the County, said Plans being identified as Sheets 7, 9, 10, 11, 13 of SRC Contract Drawings.

2) Right-of-way and easements shall be acquired for Greentree Road, as delineated on SRC Plats No. 24801 and 24802; and (except for areas lying within the 300' Beltway) shall be conveyed to the County upon completion of your Project.

3) In addition to rights per 2 (above), Quitclaim Deed shall be obtained from Armat interests, Evening Star Broadcasting, and pertinent successors, to grant to the County all lands lying between easterly line of "old" Greentree Road and easterly line of "new" Greentree Road (except for areas lying within the 300' Beltway).

4) All construction shall be accomplished and all right-of-way and easements acquired at no expense or liability to the County.

5) Upon completion of your Project, the County will continue to maintain Greentree Road, with exception of your Bridge. As a practical matter, the County will (whenever such services are performed on Greentree Road) also provide snow-removal and ice-control on your Bridge.

6) It will be SRC obligation to obtain approval of plans by Montgomery County Planning Board, as required by Sec. 1-67 of Chapter 780 of 1959 Acts of Maryland General Assembly.

/s/ J. C. K.

J. C. Kordella, Director of Public Works
Montgomery County - Maryland

JRL:emc

MEMORANDUM

February 6, 1963

Mr. Herbert C. Jones
Maryland State Roads Commission
300 West Preston Street
Baltimore 1, Maryland

Re: Capitol Beltway vic Fernwood Road
SRC Project No. M-512-19-320

Dear Mr. Jones:

Reference is made to your need for agreement with Montgomery County as to our joint use of right-of-way where Fernwood Road will be reconstructed to cross above Capitol Beltway. At your visit with us on January 11th and in subsequent phone conversations, you have been advised that there would appear to be no objection by the County to work proposed to be done at this location by SRC; and that we would forward this communication in effort to satisfy your needs.

SRC has constructed Bridge to carry Fernwood Road over Capitol Beltway without interchange of traffic. You are now engaged in work which includes the rebuilding of about 1600 feet of Fernwood Road on higher grade than formerly, as approaches for your Bridge. Fernwood Road, throughout the length of your work, has heretofore been maintained by the County.

Please hold this Letter as constituting Permit so far as jurisdiction of Montgomery County pertains to enable SRC to construct and maintain Capitol Beltway and Bridge to carry Fernwood Road over the Beltway, and to reconstruct Fernwood Road (Sta. 10 + 50 to Sta. 16 + 00) in approaches to your Bridge; subject to following conditions - -

1) All construction is to be accomplished in full conformity with Plans as heretofore furnished to the County, said Plans being identified as Sheets 3, 12, 13, 14 of SRC Contract Drawings.

2) All construction is to be accomplished and all additional right-of-way is to be acquired at no expense or liability to the County.

3) All right-of-way to be acquired by SRC for widening of Fernwood Road as shown on SRC Plats No. 17035 and 17036, and lying outside the 300' Beltway, shall be conveyed to the County upon completion of Project.

4) Upon completion of construction, the County will continue to maintain Fernwood Road, with exception of Bridge. As a matter of practical necessity, the County will, at the same time such services are performed on Fernwood likewise provide snow-removal and ice-control across your Bridge.

5) It will be SRC obligation to obtain approval of Plans by the Montgomery County Planning Board, as required by Sec. 1-67 of Chapter 780 of 1959 Acts of Maryland General Assembly.

Sincerely yours,

/s/

J. C. Kordella
Director of Public Works
Montgomery County-Maryland

JHL:emc

cc: T. J. Rennie
J. A. Conway, MNCPPC

Resolution No. 5-247

Re: County Manager Authorized to Sign Agreement with State Roads Commission - Capitol Beltway at Fernwood and Greentree Roads.

WHEREAS, Section 21 of Article 89B, Annotated Code of Maryland, 1957 Edition, authorizes the County to enter into an agreement with the State Roads Commission to facilitate the construction of State Roads, and

WHEREAS, the State Roads Commission has presented an Agreement concerning the construction of bridges to carry Fernwood Road and Greentree Road ~~under~~ over the Capitol Beltway in Montgomery County,

NOW, THEREFORE, BE IT RESOLVED by the County Council for Montgomery County, Maryland, that -

The County Manager is hereby authorized to sign the Agreement presented by the State Roads Commission, as amended by the Department of Public Works, to allow the State Roads Commission a right of entry in the County rights of way of Fernwood and Greentree Roads to allow the State Roads Commission to alter and relocate said roads under the conditions set forth in said Agreement.

A True Copy.

ATTEST:

James Michael Bailey

James Michael Bailey, Clerk
County Council for Montgomery
County, Maryland

4-30-63

LES:br

Mr. Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, AUGUST 8, 1962
* * *

MUN.
MONT. Co

On recommendation of Chief Engineer Fisher in letter of August 3, 1962, the following final payment was approved, this section of roadway to remain in the road system of the Town of Takoma Park for maintenance:

Final payment of $13,159.57 for grading, drainage and surfacing of Maple Avenue from Sherman Avenue to Sligo Creek Parkway, a distance of 0.277 mile (flexible pavement), our Contract #M-576-315; FAP#US-758(1), Regal Construction Company, Inc., contractor. The contract for this work was awarded on November 3, 1960 and was completed on June 14, 1961. The total amount of this contract is $115,685.65.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. C. L. Wannen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. H. G. Downs (4)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (3)
Mr. W. L. Shook (3)
Mr. J. Cincibus
Mrs. J. Freeman
Town of Takoma Park (2)
SRC-Montgomery County
Contract M-576-315;FAP#US-758(1)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, NOVEMBER 22, 1961
***

On recommendation of Chief Engineer Fisher in letter dated November 17, 1961, Chairman and Director Funk executed agreement, in triplicate, dated November 22, 1961, by and between The Metropolitan Southern Railroad Company and The Baltimore and Ohio Railroad Company, therein collectively called "Railroad," parties 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 Railroad, insofar as it has a legal right and its present title permits, grants unto the Commission the right, liberty and privilege of widening and reconstructing River Road (Washington National Pike), Route No. 190, in Montgomery County, Maryland, under Contract No. M-485-18-320, including drainage improvements, where said highway crosses the tracks and property of Railroad at Railroad Grade Crossing No. 526 near Bethesda, Maryland, and to reconstruct said crossing as set forth therein, as shown on the plans and in specifications which are made a part of said agreement by reference thereto, together with easements for widening said highway and drainage improvements as shown on Commission's Plats Nos. 13955 and 13956, prints of which are attached thereto and made a part thereof, and wherein are stated the respective aims and obligations of the parties thereto connected with said project.

Said agreement had previously been executed on behalf of both Railroads by Vice President C. E. Bertrand, approved by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. W. L. Shook (2)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Contract M-485-18-320
Mr. A. L. Grubb (2)
Mr. L. W. Carr
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Secretary's File
SRC-Montgomery County
Mr. H. C. Bowers

PL

THIS AGREEMENT, made and entered into this 22nd day of December, 1961, by and between THE METROPOLITAN SOUTHERN RAILROAD COMPANY and THE BALTIMORE AND OHIO RAILROAD COMPANY, hereinafter collectively called "Railroad", parties of the first part, and the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, hereinafter called "Commission", party of the second part, witnesseth:

WHEREAS, Commission proposes to widen and improve River Road (Washington National Pike), Route No. 190, in Montgomery County, Maryland, under Contract No. M-485-18-320, and

WHEREAS, Route 190 crosses the property and tracks of the Georgetown Branch of Railroad at grade, Railroad Crossing No. 526 at Highway Station 545+72.06 (Railroad Station 241+25.0), near Bethesda, Maryland, and

WHEREAS, in order to carry out the highway improvements, as planned, it is necessary to make certain changes and modifications in existing railroad tracks and facilities, reconstruct said grade crossing No. 526 and install flashlight signals to provide for the protection of railroad and highway traffic, this work hereinafter being sometimes referred to as the "Project", and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed highway improvement and to enter into an agreement to state more fully their respective aims and obligations connected therewith.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the sum of One Dollar ($1.00), paid by the Commission to the Railroad, the receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. Railroad, insofar as it has a legal right and its present title permits, by these presents does grant, unto the Commission, the right, liberty and privilege of widening and reconstructing River Road, including drainage improvements, where said highway crosses the tracks and property of Railroad at Railroad Grade Crossing No. 526 and to reconstruct said crossing as aforesaid, as shown on the plans and in specifications which are hereby made a part of this agreement by reference thereto, together with easements for widening said highway and drainage improvements as shown on Commission's Plats Nos. 13955 and 13956, prints of which are attached hereto and made a part hereof.

2. Detailed plans and specifications for the Project shall be prepared by the Commission. All plans and specifications affecting the said crossing shall be subject to the approval of the Railroad's Chief Engineer. Commission shall have general charge of the engineering for the said work. However, the Commission and Railroad, in carrying out the work to be done by each party under the provisions of this agreement, shall provide the engineers and inspectors required for their respective parts of the work.

3. No change in the plans or specifications for the Project affecting the Railroad shall be made without the consent, in writing, of the Commission and the Railroad.

4. It is the intention of the parties to relocate present switch of side track to clear the widened highway; to remove the present grade crossing and to replace same with the Railroad's so-called Standard Timber and Macadam crossing; and to install flashlight signals. It is agreed, therefore, that the Railroad will do all work and furnish all material necessary to remove and replace track, ties, ballast and all timber portions of the said crossing and install the flaslight signals. Commission agrees to cause its contractor or contractors to remove and replace all paving and perform related work, and the Commission shall reimburse the Railroad for all expenses incurred by Railroad in accordance with the provisions of Section 11 hereof.

5. Any watchmen or flagmen necessary during the construction period of said Project to protect or safeguard Railroad traffic shall be provided by the Railroad, and the Chief Engineer of the Railroad or his authorized representative shall be the sole judge of when such protection is deemed necessary. Commission shall reimburse the Railroad for protective services in accordance with Section 11 hereof. Any watchmen or flagmen necessary to protect and safeguard highway traffic shall be provided and paid for by the Commission. It is agreed, however, that the providing of such watchmen, etc. by the Railroad and/or Commission and other precautions taken either by the Railroad or Commission as a consequence of the work of the contractor or contractors, shall not relieve said contractors from liability for personal injuries or damages arising in connection with their operations.

6. All work herein provided to be done by the Commission on the Railroad's property shall be done in a manner satisfactory to the Chief Engineer of the Railroad, or his authorized representative, and shall be performed at such times and in such a manner as not to interfere with the movement of trains or traffic upon the tracks of the Railroad. The Railroad agrees to allow the contractor reasonable use of railroad property in the vicinity of this project for the use of such construction equipment needed in the performance of the work contemplated. Commission agrees to require its contractor to use all reasonable care and precaution in order to avoid accident, damage or delay to or interference with the Railroad's trains or other property.

7. Commission shall require its contractors, upon completion of the work of such contractors and before final payment is made, to remove from within the limits of the Railroad's land, all machinery, equipment, surplus material, falsework, rubbish or temporary buildings, and other property of such contractors, and to leave the said land in a condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

8. Before any work on Railroad property is commenced, the contractor, in addition to his construction bond, shall cause to be executed, all insurance required by the Special Provisions of the Proposals for the contracts entered into by the Commission for the said Project, and these contracts are hereby incorporated, by reference thereto, in this agreement and made a part hereof.

9. Upon completion of the Project, the Railroad shall, at its own cost and expense, keep in repair and maintain the flashlight signals, tracks, ties, ballast and all timber parts of said crossing as well as all Railroad appurtenances related thereto; the Commission shall, at its own cost and expense, keep in repair and maintain the paving of said crossing and all highway appurtenances, drainage, etc. related thereto.

10. In the event said crossing and approaches thereto or other highway facilities are damaged by derailment, accidents or collisions due to the use of the railroad, the Commission shall make the repairs necessary to restore said facilities to their former condition and the Railroad shall reimburse the Commission for the full actual cost of such repairs. In the event, however, that said facilities are damaged by reason of collisions or accidents arising from the use of said highway, the Commission shall at its own cost and expense make the repairs necessary to restore the aforesaid facilities to their former condition, free of cost to the Railroad.

11. (a) The Commission will reimburse the Railroad for all costs and expenses for work and services performed hereunder by the Railroad growing out of or in connection with the project covered hereby.

(b) The Commission will reimburse the Railroad monthly for all costs and expenses of any labor, material and equipment which may be required by the Railroad on or in connection with installation of flashlight signals, temporary and permanent changes to its pole lines, tracks and roadbed, and temporary track supports, Railroad watchmen and flagmen necessary for protection services, as well as engineering and inspection, only insofar as such expenses and services are caused solely by the construction of this Project.

12. The work provided for in this agreement shall be commenced by the parties within thirty (30) days from the date on which the Commission notifies the Railroad that this agreement is effective, and all funds necessary therefor on the part of the Commission have been properly certified and made available; and such work shall be completed within a reasonable time thereafter. Preparation of plans, or buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision. Except as otherwise provided herein, neither this paragraph nor any other provision of this agreement shall be construed as being for the benefit of the highway contractor or any other third person.

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

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

ATTEST:

Secretary

THE METROPOLITAN SOUTHERN RAILROAD COMPANY

By- Vice President

ATTEST:

Secretary

THE BALTIMORE AND OHIO RAILROAD COMPANY

By- Vice President

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By-
Chairman and Director of Highways
for the State of Maryland

APPROVED:

Chief Engineer -State Roads Commission

Approved as to form and legal sufficiency this 5th day of Oct., 1961.

Special ~~Assistant~~ Attorney ~~General~~
of Maryland

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 6th day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared C. E. Bertrand, Vice President, of THE METROPOLITAN SOUTHERN RAILROAD COMPANY, and acknowledged the aforegoing Agreement to be the corporate act and deed of the said THE METROPOLITAN SOUTHERN RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

Howard C. Wetten
Notary Public

My Commission Expires

May 6, 1963.

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 6th day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared C. E. Bertrand, Vice President, 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.

Howard C. Wetten

My Commission Expires

May 6, 1963.

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 28 day of November, 1961, 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 G Stark
Notary Public

My Commission Expires

May 6 1963

Mr Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, NOVEMBER 22, 1961
***

On recommendation of Chief Engineer Fisher in letter dated November 17, 1961, Chairman and Director Funk executed agreement, in triplicate, dated November 22, 1961, by and between The Metropolitan Southern Railroad Company and The Baltimore and Ohio Railroad Company, therein collectively called "Railroad," parties 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 Railroad, insofar as it has a legal right and its present title permits, grants unto the Commission the right, liberty and privilege of widening and reconstructing River Road (Washington National Pike), Route No. 190, in Montgomery County, Maryland, under Contract No. M-485-18-320, including drainage improvements, where said highway crosses the tracks and property of Railroad at Railroad Grade Crossing No. 526 near Bethesda, Maryland, and to reconstruct said crossing as set forth therein, as shown on the plans and in specifications which are made a part of said agreement by reference thereto, together with easements for widening said highway and drainage improvements as shown on Commission's Plats Nos. 13955 and 13956, prints of which are attached thereto and made a part thereof, and wherein are stated the respective aims and obligations of the parties thereto connected with said project.

Said agreement had previously been executed on behalf of both Railroads by Vice President C. E. Bertrand, approved by Chief Engineer Fisher, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. W. L. Shock (2)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Contract M-485-18-320
Mr. A. L. Grubb (2)
Mr. L. W. Carr
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Secretary's File
SRC-Montgomery County
Mr. H. C. Bowers

Montgomery County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, SEPTEMBER 26, 1961
***

Chairman and Director Funk executed for and on behalf of the Commission, agreement, in duplicate, dated the 26th day of September, 1961, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission," and Montgomery County, Maryland, a body corporate, party of the second part, therein called the "County," applicable to the following secondary road in Montgomery County, said project being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which is to be financed in part with Federal funds under the provisions of the Federal Aid Highway Acts:

Project to be Constructed by County Contract

Federal-aid Project Number	Name of Road	
A-AD-11 (1)	Sangamore Road	SEE MONT. CO Imp 62-36

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

This agreement, which had previously been executed by Montgomery County, Maryland, by M. A. Butcher, County Manager, and approved by the Director of Public Works of Montgomery County, had been recommended for approval by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

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

Secretary's File

No. 37937

September 29, 1961

Mr. M. A. Butcher, County Manager
Montgomery County, Maryland
County Office Building
Rockville, Maryland

Dear Mr. Butcher:

Enclosed are copies of Memorandum of Action of the State Roads Commission of Maryland by Chairman and Director John B. Funk Tuesday, September 26, 1961, and an executed copy of agreement, dated September 26, 1961, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, and Montgomery County, Maryland, a body corporate, party of the second part, applicable to construction of Federal-Aid Project No. A-AD-11 (1), Sangamore Road, in Montgomery County.

Very truly yours,

C. R. Pease
Secretary

CRP:MLK
CC: Mr. C. S. Linville
Secretary's File

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, SEPTEMBER 26, 1961
***

In accordance with terms of agreement, dated September 26, 1961, between the State Roads Commission of Maryland and Montgomery County, Maryland, applicable to Federal-Aid Project Number A-AD-11 (1), Sangamore Road, and on request of Montgomery County, through the Director of Public Works, Mr. J. C. Kordella, and on recommendation of Contracts Engineer Linville for Chief Engineer Fisher, Chairman andDirector Funk concurred in award of the following County contract, which is designated as defense-access, to the low bidder set forth below:

Bids Opened	Contract No.	Low Bidder	Low Bid
8/10/61	Montgomery County Contract #1125 M-574-317;FAP#A-AD-11(1) Sangamore Road, Overlea Drive to Brooks Lane	Contee Sand & Gravel Company, Inc. P. O. Box 231 Laurel, Md.	$ 79,343.45

Copy: Mr. D. H. Fisher
Mr. C. S. Linville
Mr. W. L. Shook (2)
Mr. S. T. Nottingham
Mr. C. L. Wannen
Montgomery County, Md.
Mr. J. C. Kordella
Mr. E. F. Gleason (Cert.)
Secretary's File
SRC-Montgomery County
Mr. L. E. McCarl
Mr. W. B. Duckett (2)

Secretary's File

No. 37937

THIS AGREEMENT, Made this 26th day of September, in the year nineteen hundred and sixty-one, 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 MONTGOMERY COUNTY, MARYLAND, a body corporate, party of the second part, hereinafter called the "COUNTY", Witnesseth:

WHEREAS, the County desires to construct a project on the Secondary road system of Montgomery County by its own contract, in order to utilize any Federal funds which may be made available by the State Roads Commission for the use of the County, under the Federal Aid Highway Acts of 1944, 1948, 1950, 1956 and 1958, as amended, and any other Federal Acts, present or future, under which Federal funds may be so made available, and

WHEREAS, the Commission is agreeable to this procedure provided that the plans and specifications and the said construction thereof shall be under the general supervision of the engineers of the Commission, and provided, further, that the Commission shall not be legally liable in any way for said contracts and construction, and provided, further, that if said Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the County alone.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises, and the further sum of One Dollar ($1.00) payable by each party hereto to the other, the receipt of which is hereby acknowledged, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, and Montgomery County, Maryland, a body corporate, hereby covenant and agree as follows:

1. This agreement shall be applicable to the following secondary road in Montgomery County, Maryland, said project being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which is to be financed in part with Federal funds under the provisions of the Federal Aid Highway Acts of 1944, 1948, 1950, 1956 and 1958.

Project to be Constructed by County Contract

Federal-aid Project Number	Name of Road
A-AD-11 (1)	Sangamore Road

2. The County shall prepare all plans, specifications, estimates, contracts and other data necessary to comply with Federal requirements for said secondary road at the County's own cost and expense, and said plans, specifications, estimates, contracts and data shall be subject to the prior approval of the Commission and the Bureau of Public Roads before bids are requested or work is authorized.

3. The County shall provide all necessary rights-of-way for the construction and maintenance of said projects at no expense to the Commission, and said rights-of-way shall be of the width and otherwise conform to the requirements of any law applicable thereto and the requirements of the Bureau of Public Roads.

4. The County shall advertise for, receive bids for, and award said secondary road contract in the same manner and subject to the same legal requirements which apply to the contracts of the Commission. No contract for any project or part thereof shall be entered into or award made by the County until authorized so to do by the Commission, and no alteration in the contract subsequently shall

be made without the approval of the Commission and the Bureau of Public Roads.

5. These contracts will be between the County and the successful bidder on each road project, 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 of said road construction, or from any liability whatever, either directly or indirectly arising from or out of said contract or construction.

6. The County shall provide the necessary construction, engineering inspection and provide proper supervision of all work necessary for the completion of said project, and the Commission shall have such control of the construction as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the Bureau of Public Roads as apply to this project. The construction work on this project will be subject to periodic inspection by authorized representatives of the Bureau of Public Roads and final payment of Federal funds will not be made until the work is finally inspected and accepted by the Bureau of Public Roads.

7. The financing of all work and construction for said contract shall be borne solely by the County. Reimbursement to the County of Federal-aid funds participating in secondary road projects shall be made in the following manner:

(a) At the end of each month the County shall prepare a bill or voucher for such contract work completed during the preceding month. This bill or voucher will be presented to the local State Roads Commission District Engineer, and after he certifies thereon that the said work has been performed and in accordance with the said plans and specifications, he will forward same to the Baltimore

Office of the Commission.

(b) Upon receipt of this bill the Baltimore Office of the Commission will promptly prepare the necessary Bureau of Public Roads vouchers and documents and submit same to the said Bureau of Public Roads for payment of the Federal-aid funds due.

(c) Upon the payment of the sum of money under these vouchers by the Bureau of Public Roads, the Commission will make remittance to the County.

(d) Final payment of the Federal-aid funds due on this project will be made in the same manner as payment is made on intermediate vouchers.

8. Payment to the County by the Commission for the work performed on secondary road projects shall include only such items as have been approved for inclusion herein by the Bureau of Public Roads prior to the time that the work has been commenced. The cost of all work and construction, together with all other costs incurred, on said road declared to be ineligible for participation in Federal funds by the Bureau of Public Roads shall be borne solely by the County.

9. Upon completion of the construction of this project, and after acceptance by the said Bureau of Public Roads, the County agrees to maintain the same as a part of its own road system, at its own expense, and in full compliance with all maintenance and other requirements of the Bureau of Public Roads.

10. 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

By

Chairman and Director of Highways

Attest:

Secretary

RECOMMENDED FOR APPROVAL:

Chief Engineer(State Roads Commission)

Approved as to form and legal sufficiency this 14 day of April, 1961.

Special ~~Assistant~~ Attorney ~~General~~
of Maryland

Approved as to form and legal sufficiency this 3rd day of July, 1961.

~~Deputy~~ County Attorney

Approved:

By
Director of Public Works

ATTEST:

Clerk to the County Council

MONTGOMERY COUNTY, MARYLAND

County Manager

Montgomery

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. J. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. W. L. Shook (2)
Mr. W. A. Friend
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Montgomery County
Secretary's File #18964
Secretary's File
SRC-Montgomery County
SRC-Twelve Year Program

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 5, 1960
* * *

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

WHEREAS, Section 205 of Article 89B of the Maryland Code, 1957 Edition, as amended, provides that the State Roads Commission may, after advising and conferring with the governing body of any county and the legislative delegation from said county, change the priority of construction or transfer from one construction period to another, any project referred to in the "Yellow Book," or substitute any project listed in the "Yellow Book" for a project listed in the "Green Book," and may, upon the written request of a majority of the members of such governing body and a majority of the members of such legislative delegation, substitute a project not included in either the "Yellow Book" or the "Green Book" for a project included in the "Yellow Book," provided any such rescheduling is within the mileage limitations provided in said Section, and

WHEREAS, the requirements of the aforesaid Section having been fully met, it is desired to substitute certain projects as hereinafter more particularly set forth.

NOW, THEREFORE, BE IT RESOLVED:

That the State Roads Commission of Maryland does hereby delete from the projects presently listed in the "Yellow Book" the following projects or portions of projects:

Route 182 from Maryland Route 108 southerly, a distance of 6.1 miles

and does hereby substitute in lieu thereof, the following projects or portions of projects:

1. Connecticut Avenue Extended from Maryland Route 193 to Maryland Route 97, a distance of 3.8 miles COMPLETED 7/ /69

2. Northern Parkway from Maryland Route 97 to Maryland Route 193, a distance of 2.3 miles

See Montgomery County Resolution No. 4-1925 SEPT. 13, 1960

It is further agreed that Montgomery County will accept into the highway maintenance system the following roads:

1. Maryland Route 582 from Brookville - Mount Zion Road to Gregg Road, a distance of 1.79 miles

See SRC minutes dated 2-16-66 8-22-68

2. Maryland Route 399 from Maryland Route 108 to Gue Road, a distance of 1.54 miles

3. Maryland Route 122 from Maryland Route 123 to Gladhill Road, a distance of 1.71 miles

4. Maryland Route 95 from Maryland Route 109 westerly to limit of State maintenance, a distance of 0.86 mile

5. Maryland Route 112 from Rileys Lock Road easterly, a distance of 0.20 mile

upon completion of Connecticut Avenue Extended and Northern Parkway.

MONTGOMERY COUNTY

Copy: Mr. A. S. Gordon (2)
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. A. L. Grubb (2)
Mr. L. W. Carr
Mr. P. A. Kempter
Mr. C. L. Wannen
Virginia Highway Commissioner
Mr. C. A. Goldeisen
Mr. G. N. Lewis, Jr. (8)
Mr. D. H. Fisher
Mr. G. B. Chaires
Mr. W. A. Jordan
Mr. H. G. Downs (4)
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. H. C. Bowers
Secretary's File
SRC-Montgomery County
Mr. W. L. Shook (2)
Contract M-512-42-323

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, FEBRUARY 2, 1960

* * *

On recommendation of Albert L. Grubb, Chief, Bridge Design Section, in letter of February 1, 1960, Chairman and Director Funk executed agreement, in duplicate, dated January 27, 1960, by and between the State Highway Commissioner of Virginia, acting for and on behalf of the Commonwealth of Virginia, therein called "Commissioner," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Roads Commission," relative to construction, repair and maintenance of a joint highway bridge project over the Potomac River from Maryland to Virginia at Cabin John, connecting U.S. Route 240 (Interstate 705) in Montgomery County, Maryland, with Virginia Route 123 in Fairfax County, Virginia, Contract M-512-42-323, wherein the parties thereto agree as to their respective interests, obligations and responsibilities, as more fully set forth therein.

The said agreement had previously been executed on the part of the Commonwealth of Virginia by S. D. May, State Highway Commissioner, and approved as to form and legal sufficiency for the State Roads Commission by Special Attorney C. C. Seymour.

American Legion Bridge agreement, MD-VA.

Maryland Contract M-512-42-323

THIS AGREEMENT, executed in duplicate, made and e

27th day of January 1960, by and between the State Highw

of Virginia, acting for and on behalf of the Commonwealth o

hereinafter called "Commissioner," and the State Roads Com

acting for and on behalf of the State of Maryland, hereina

Commission," witnesseth:

WHEREAS, Commissioner and Roads Commission are engaged in the construction of a multiple lane highway in Virginia and Maryland, known as Washington Circumferential Highway, hereinafter called "Highway," connecting U. S. Route 240 (Interstate 70S) in Montgomery County, Maryland, with Virginia Route 123 in Fairfax County, Virginia, and

WHEREAS, said Highway will cross over the Potomac River from Maryland to Virginia by means of a highway bridge structure hereinafter known as "Bridge," and

WHEREAS, the new Bridge has been authorized for construction by the Commissioner and the Roads Commission as a joint highway bridge project, all in accordance with Plans and Specifications prepared by Roads Commission, the said Plans and Specifications, or any revisions thereof, are subject to the approval, in writing, of the parties hereto, and when so approved, become a part of this agreement by reference, and

WHEREAS, the said Highway is a part of the Interstate System #495 and Federal Aid Interstate Highway funds are to be used to defray Interstate portion of the costs of the new Bridge, all in accordance with Federal Regulations, and

WHEREAS, Section 33-172 of the Code of Virginia of 1950 and Section 7, Article 89B of the Annotated Code of Maryland, 1957, authorize the Commissioner and Roads Commission, respectively, to enter into an agreement for the proper construction and maintenance of the said Bridge,

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

Secretary's File
No. 33680

Maryland Contract M-512-42-323

THIS AGREEMENT, executed in duplicate, made and entered into this 27th day of January 1960, by and between the State Highway Commissioner of Virginia, acting for and on behalf of the Commonwealth of Virginia, hereinafter called "Commissioner," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter called "Roads Commission," witnesseth:

WHEREAS, Commissioner and Roads Commission are engaged in the construction of a multiple lane highway in Virginia and Maryland, known as Washington Circumferential Highway, hereinafter called "Highway," connecting U. S. Route 240 (Interstate 70S) in Montgomery County, Maryland, with Virginia Route 123 in Fairfax County, Virginia, and

WHEREAS, said Highway will cross over the Potomac River from Maryland to Virginia by means of a highway bridge structure hereinafter known as "Bridge," and

WHEREAS, the new Bridge has been authorized for construction by the Commissioner and the Roads Commission as a joint highway bridge project, all in accordance with Plans and Specifications prepared by Roads Commission, the said Plans and Specifications, or any revisions thereof, are subject to the approval, in writing, of the parties hereto, and when so approved, become a part of this agreement by reference, and

WHEREAS, the said Highway is a part of the Interstate System #495 and Federal Aid Interstate Highway funds are to be used to defray Interstate portion of the costs of the new Bridge, all in accordance with Federal Regulations, and

WHEREAS, Section 33-172 of the Code of Virginia of 1950 and Section 7, Article 89B of the Annotated Code of Maryland, 1957, authorize the Commissioner and Roads Commission, respectively, to enter into an agreement for the proper construction and maintenance of the said Bridge,

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

SECTION 1. For purposes of this agreement, the boundary line between the states of Virginia and Maryland is to be considered as lying perpendicular to Station 935+00, as shown on the survey plan prepared by the State of Maryland and identified as General Plan and Elevation, dated November, 1958, Contract M-512-42-323.

SECTION 2. For purposes of this agreement, the following terms will have the meanings respectively ascribed to them in this section, except in those instances where the context clearly indicates a different meaning:

(1) Construction Costs - All costs incident to construction of the bridge, including all surveys, designs, plans, contract costs, engineering and overhead costs, but excluding surveys, right of way costs, plans of and construction necessary for approaches to the bridge.

(2) Major repairs - All major work in repairing or reconstructing the Bridge substructure and superstructure, including painting below the roadway, but excluding routine maintenance as hereinafter defined.

(3) Routine Maintenance - Ordinary and normal care and maintenance work, such as but not limited to snow removal, signing, traffic painting, placing of abrasives and chemicals, cleaning roadway and safety curb surfaces, repairing wearing surface of roadway and painting above deck, but excluding all major repairs as hereinabove defined. Furthermore, this agreement shall not apply to any type of maintenance on approach roads to the bridge, it being hereby agreed that each State will maintain, at its sole expense, its approach roads.

SEE PAGE 4

SECTION 3. The Roads Commission shall prepare, or cause to be prepared, all surveys, plans, specifications and estimates of costs for the new Bridge structures, all of which, or any revision thereof, are subject to the approval of the parties hereto, and when so approved, become a part of this agreement by reference. The Roads Commission and Commissioner shall obtain any permits for the crossing of Government owned lands, in their respective states made necessary by the construction of the project.

SECTION 4. The Roads Commission will advertise the aforesaid work for construction and, in accordance with regular Commission procedure, receive bids for same. No contracts for the work shall be awarded without the concurrence of the Commissioner. The Roads Commission shall supervise construction of the Bridge and pay all construction costs as hereinabove defined, except as may be hereinafter provided.

SECTION 5. The Commissioner shall survey, prepare plats for, acquire and pay for all rights of way necessary for that portion of the Bridge and approaches situated in Virginia, and shall perform and pay for all costs and expenses of surveys, designs, plans and construction necessary for the Virginia approach to the Bridge. The Roads Commission shall survey, prepare plats for, acquire and pay for all rights of way necessary for that portion of the Bridge and approaches situated in Maryland and shall perform and pay for all costs and expenses of surveys, designs, plans and construction necessary for the Maryland approach to the Bridge.

SECTION 6. As aforesaid, the Roads Commission will advertise, receive bids and make award of construction contracts, after concurrence by the Commissioner. Thereafter, the Roads Commission will supervise construction of the Bridge structures, handle and dispose of all details with contractor, and the Commissioner or his representatives are invited to visit, observe and comment upon any of the procedures as construction progresses. However, in case of any changes involving major revisions in plans or awarded cost, then the Roads Commission will consult the Commissioner, negotiate and arrive at a decision mutually agreeable to both states. Having supervision of construction, the Roads Commission will pay contractor under its usual current basis, and accordingly submit and render invoices to the Commissioner; and such invoices will be submitted at intervals of not less than thirty (30) days nor more than sixty (60) days. Said invoices will be for 21% of amounts paid contractor. The Commissioner agrees to reimburse Roads Commission within thirty (30) days of receipt thereof.

In case of engineering, overhead, and other proper and justifiable construction costs, excluding approaches, incurred by Maryland, the Roads Commission shall send bill to the Commissioner on basis of 21% of such costs, said billing to be on quarterly basis, and the Commissioner agrees to reimburse the Roads Commission within thirty (30) days of receipt thereof.

In case of engineering, overhead, and other proper and justifiable construction costs, excluding approaches, incurred by Virginia, the Commissioner shall send bill to the Roads Commission on basis of 79% of such costs, said billing to be on a quarterly basis, and the Roads Commission agrees to reimburse the Commissioner within thirty (30) days of receipt thereof.

SECTION 7. Upon completion of the Bridge and its acceptance by the Commissioner and the Roads Commission, title to said Bridge and the approaches thereto shall be vested jointly in the State of Maryland and the Commonwealth of Virginia in proportion to and in accordance with the boundary line between said States as more particularly established and set forth in SECTION 1 of this Agreement and upon such completion and acceptance, the Commissioner shall bear the costs of major repairs, etc. to the Bridge, roadway, superstructure and substructure in Virginia, and the Roads Commission shall bear the costs of major repairs to the Bridge, roadway, superstructure and substructure in Maryland.

Promptly upon acceptance of the Bridge by the two states, a plan for and supervision of routine maintenance shall be discussed by a joint meeting of engineers from each state. This should result in one of the states assuming the total responsibility for such routine maintenance as selected state may be best suited or adapted by location and dispersal of such state's equipment and personnel. Once selected, the plan shall be approved by both Commissioner and Roads Commission and shall continue in full force and effect until a subsequent possible redistribution of material, maintenance equipment or maintenance shops location would justify a change. Irrespective, however, of the responsibility for such routine maintenance in both states, the state performing the work shall be reimbursed by the other state on the basis of 21% from Virginia and 79% from Maryland, said percentage applying to total costs and expenses of the work, and the debtor state agrees to make reimbursement on a quarterly basis.

The Commissioner shall perform all work and bear all costs of major repairs and routine maintenance on the approaches to said Bridge

on the Virginia end of the structure. The Roads Commission shall perform all work and bear all costs of major repairs and routine maintenance on the approaches to said Bridge on the Maryland end of the structure.

SECTION 8. The Bridge shall not be discontinued, abandoned, or disposed of without the consent of both the Commissioner and the Roads Commission. In the event the Bridge should be disposed of, the proceeds derived from such disposal shall be distributed between the Commissioner and the Roads Commission in the same proportions as those borne by each in the costs of constructing the Bridge.

SECTION 9. The terms and conditions of this agreement shall inure to and be binding upon the parties hereto, their successors, and assigns.

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

ATTEST:

COMMONWEALTH OF VIRGINIA

By _____
State Highway Commissioner

APPROVED

2/1/60 Norman M. Pontikis
Date Chief Engineer S.R.C.

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways

ATTEST:

_____
Secretary S.R.C.
— C. R. Coons

Approved as to form
and legal sufficiency
Feb. 1, 1960
_____
Special Asst. Attorney General

Montgomery

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. J. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. W. L. Shook (2)
Mr. W. A. Friend
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Montgomery County
Secretary's File #18964
Secretary's File
SRC-Montgomery County
SRC-Twelve Year Program

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 5, 1960
* * *

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

WHEREAS, Section 205 of Article 89B of the Maryland Code, 1957 Edition, as amended, provides that the State Roads Commission may, after advising and conferring with the governing body of any county and the legislative delegation from said county, change the priority of construction or transfer from one construction period to another, any project referred to in the "Yellow Book," or substitute any project listed in the "Yellow Book" for a project listed in the "Green Book," and may, upon the written request of a majority of the members of such governing body and a majority of the members of such legislative delegation, substitute a project not included in either the "Yellow Book" or the "Green Book" for a project included in the "Yellow Book," provided any such rescheduling is within the mileage limitations provided in said Section, and

WHEREAS, the requirements of the aforesaid Section having been fully met, it is desired to substitute certain projects as hereinafter more particularly set forth.

NOW, THEREFORE, BE IT RESOLVED:

That the State Roads Commission of Maryland does hereby delete from the projects presently listed in the "Yellow Book" the following projects or portions of projects:

Route 182 from Maryland Route 108 southerly, a distance of 6.1 miles

and does hereby substitute in lieu thereof, the following projects or portions of projects:

1. Connecticut Avenue Extended from Maryland Route 193 to Maryland Route 97, a distance of 3.8 miles

2. Northern Parkway from Maryland Route 97 to Maryland Route 193, a distance of 2.3 miles

It is further agreed that Montgomery County will accept into the highway maintenance system the following roads:

1. Maryland Route 582 from Brookville - Mount Zion Road to Gregg Road, a distance of 1.79 miles

2. Maryland Route 399 from Maryland Route 108 to Gue Road, a distance of 1.54 miles

3. Maryland Route 122 from Maryland Route 123 to Gladhill Road, a distance of 1.71 miles

4. Maryland Route 95 from Maryland Route 109 westerly to limit of State maintenance, a distance of 0.86 mile

5. Maryland Route 112 from Rileys Lock Road easterly, a distance of 0.20 mile

upon completion of Connecticut Avenue Extended and Northern Parkway.

Mr. Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, SEPTEMBER 16, 1960
* * *

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated September 16, 1960, by and between the City of Takoma Park, a municipal corporation of the State of Maryland, therein called "City," party of the first part, and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Commission," party of the second part, applicable to the following project in the City of Takoma Park, such project being part of the Federal-aid System approved by the Bureau of Public Roads, the construction or reconstruction of which is to be financed in part with Federal funds under the provisions of the current Federal-aid Highway Act:

Federal-aid Project Number	Name of Road
US-758(1)	Maple Avenue Improvement, Sherman Avenue to Mississippi Avenue

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

Said agreement, which had previously been executed by the City of Takoma Park, had been approved as to form and legal sufficiency by Special Attorney Seymour and recommended for approval by Chief Engineer Fisher.

Mont. Co.

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. G. B. Chaires
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. W. L. Shook (2)
Mr. B. K. Lloyd
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. (8)
Mr. R. E. Jones
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. C. L. Wannen
Mr. C. H. Bowers
Mr. L. C. Moser (2)
City of Takoma Park (3)
Secretary's File
SRC-Montgomery County
SRC-Prince George's County
Contract M-576-315

MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE CITY OF TAHOMA PARK,
AND THE STATE OF MARYLAND

Chairman and Director were authorized for and on behalf of the Commission approval. In duplicate, dated September 14, 1980, by and between the City of Tahoma Park, a municipal corporation of the State of Maryland, sometimes called "City," party of the first part, and the State Roads Commission of Maryland, sometimes called "Commission," party of the second part, applicable to the individual project in the City of Tahoma Park, which project bears part of the Federal-Aid System approved by the Bureau of Public Roads, the construction or reconstruction of which is to be financed in part with Federal funds under the provisions of the current Federal-Aid Highway Act:

Federal-Aid Project number	Name of road
BR-7381(1)	Maple Avenue Improvement, Sherman Avenue to Takoma Avenue

Said agreement stipulates the conditions under which this project is to be constructed and "Upon completion of the construction of this road, and after its reconstruction by the with Bureau of Public Roads, the City agrees to maintain the same as a part of its own road system, at its own expense, and in full compliance with all ordinances and other requirements of the Bureau of Public Roads."

Said agreement, which had previously been executed by the City of Takoma Park, had been approved as to form and legal sufficiency by Special Attorney Seymour and recommended for approval by Chief Engineer Walker.

Copy: Mr. O. M. Pitts
Mr. J. C. Wheeler
Mr. J. J. Chelton
Mr. C. A. Goldstein
Mr. C. H. Lowville
Mr. W. L. Sheet (2)
Mr. C. E. Lloyd
Mr. F. F. Scrivener
Mr. G. H. Lewis, Jr. (2)
Mr. A. L. Jones
Mr. W. C. Jones (2)
Mr. A. H. Crown (2)
Mr. O. J. Stevens
Mr. G. E. Moore
Mr. L. C. Tabor (2)
City of Takoma Park (2)
Secretary's File
Mr. Hodges, Montgomery County
Mr. Wilson, Prince George's County
Central Files

Mr Cassell

INTERDEPARTMENTAL
STATE OF MARYLAND
STATE ROADS COMMISSION

State Roads Commission
TRAFFIC DIVISION
JUN 21 1960
Geo. N. Lewis, Jr.
Director

DISTRICT OR DIST.
DIVISION 3

Laurel Office
June 20, 1960

TO: Mr. George N. Lewis, Jr., Chief
Bureau of Traffic

FROM: W. L. Shook
Acting District Engineer

Road Transfer
City of Rockville
Routes 28A & 28B

On July 28, 1959, the State Roads Commission approved the transfer of Routes 28A and 28B to the City of Rockville upon completion of resurfacing by the State Roads Commission.

This work under Project #M-590-314 was completed on May 26, 1960. A final field inspection by a representative from this office and Mr. William Mylott, Assistant Director of Public Works, City of Rockville, was made on June 10, 1960.

The enclosed copy of a letter dated June 15, 1960, from Mr. John Gray, Director of Public Works, indicates approval of the work performed and official acceptance in accordance with the agreement set forth in excerpt from the minutes of State Roads Commission meeting of July 28, 1959.

This information is furnished for changing the records in your office.

W. L. Shook

WES/ehf
Enclosure
cc: Mr. J. B. Kuhns
Mr. G. Bates Chaires
Mr. John Gray

W.A. FRIEND MD 28 A & MD 28 B
J.T. GORSUCH C.S 15-49

Mr. Lewis

CITY OF ROCKVILLE

THE MAYOR AND COUNCIL

120 SOUTH WASHINGTON STREET

ROCKVILLE, MARYLAND

GARDEN 4-8000

ALEXANDER J. GREENE
MAYOR

FRANK A. SINER
GLEN H. KOEPENIGK
ACHILLES M. TUCHITAN
RALPH E. WILLIAMS
COUNCIL

WALTER A. [illegible]
CITY MANAGER

JEAN R. HORNBECK
CLERK

WILLIAM A. [illegible], JR.
CITY ATTORNEY

Centennial Year 1960

June 15, 1960

Mr. William Shook
Acting District Engineer
State Roads Commission
Laurel, Maryland

Dear Mr. Shook:

I must apologize for my being unable to attend the field inspection of North Washington Street held by representatives of the State Roads Commission and the City or Rockville on Friday, June 10, 1960, but I was somewhat indisposed.

I have been informed by my Assistant that he feels that the street is now in order for the City of Rockville to officially accept it as per the agreement drawn up last year. I would like also to pass my commendation along for the standard of the job that was rendered to the City, both by the contractor and Mr. Joseph Kunz, State Roads Maintenance Superintendent.

Thank you for your own personal attention in this matter.

Very truly yours,

John Gray, Director
Public Works Department

Jg:w

Mr Cassell
There is an agreement in connection with the utility work. Co. will pick up maintenance from SRC streets in the area.
JRC 5/7/60

OK
GWC
WEH
JRW

COPY

agreement 5-8-58

STATE ROADS COMMISSION
DISTRICT 3
LAUREL, MARYLAND

TRAFFIC DIVISION
MAY 17 1960
Geo. N. Lewis, Jr.
Director

Laurel, Maryland
May 16, 1960

Also see SRC 9/3/58

Curtin & Johnson, Inc.
1116 W Street, N. E.
Washington, D. C.

M-527-5-320
FAP US-736(4)
Anson Street
B&O RR to Georgia Avenue

Gentlemen:

This is to notify you of the acceptance for maintenance on May 12, 1960, of the above noted project by the State Roads Commission. You are hereby relieved of any further responsibility for maintenance on this project.

Final acceptance of this contract will be given as soon as materials clearance is given by the State Roads Commission laboratory.

It is anticipated that the final quantities on all items will be computed by June 15, 1960, and will be ready for your inspection at that time. You have indicated that you will probably accept proposal quantities for Class I Excavation plus or minus undercut or changes caused by revisions, etc.

This project was completed within the allotted contract time.

Very truly yours,

W. L. Shook
Acting District Engineer

HP/ehf

cc: Mr. C. A. Goldeisen
Mr. W. B. Duckett
Mr. G. N. Lewis
Mr. C. S. Linville
Mr. F. V. Dreyer
Mr. J. E. Wood
Mr. M. M. Brodsky
Mr. W. O. Robins
Mr. E. F. Gleason, BPR
Mr. W. Hastings, BPR
Mr. J. C. Kordella - Mr. M. S. Caltrider - Mr. J. B. Kuhns

ok MEH

COPY

STATE ROADS COMMISSION
DISTRICT 3
LAUREL, MARYLAND

Rec'd 5-12-60
TRAFFIC BUREAU

3

Laurel Office
May 10, 1960

TO: Mr. George N. Lewis, Jr., Chief
Traffic Division

FROM: W. L. Shook
Acting District Engineer

Route 515 - Second Avenue

The State Roads Commission at its meeting on Thursday, May 8, 1958, executed an agreement between the State Roads Commission of Maryland and Montgomery County, Maryland, whereby the Commission agreed to prepare plans and construct Anson Street Connection from Sixteenth Street to Georgia Avenue.

Montgomery County agreed to assume maintenance of this street upon its completion. Also, in this agreement Montgomery County agreed to take over and maintain State Route 515, Second Avenue, from Route 384, Colesville Road Extended, to North Woodside. The construction of the Anson Street Connection is expected to be completed about May 12, 1960, at which time we expect to conduct a final inspection.

If the project is acceptable to the Commission and to Montgomery County at that date, then Anson Street and Second Avenue will be immediately taken over by Montgomery County. A copy of the letter of acceptance on the project will be forwarded to your office as notice of this transfer. — SEE LETTER OF ACCEPTANCE 5-16-60

The purpose of this letter is to advise you at this time so that, if possible, Montgomery County could be given credit for Second Avenue mileage in the distribution of gasoline revenues on July 1, 1960.

Signed W. L. Shook

WLS:emg

ANSON ST. ASSIGNED Co. 598
Md 515 - C.S. No. 15-137 TRANS. TO COUNTY No. 1300

SEE S.R.C. MINUTES DATED 5-8-58

District Office
May 10, 1960

To: Mr. Jerry R. Lewis, Jr., District
Traffic Division

From: J. L. Dixon
Acting District Engineer

Route 235 - Bridge Replacement

The State Roads Commission at its meeting on Thursday, May 5, 1960, concurred in a request between the State Roads Commission of Maryland and Montgomery County, that the Commission agreed to provide funds and construct Jones Bridge Road from Sixteenth Street to Georgia Avenue.

Montgomery County agreed to secure rights-of-way of this project upon its completion. Also, in this agreement Montgomery County agreed to take over and maintain State Route 235, Jones Avenue, from Route 355, Connecticut Road extended, to the "Bethesda. The construction of the Jones Street Connection is expected to be completed about May 12, 1960, at which time we expect to conduct a final inspection.

If the problem is presented to the Commission, let Montgomery County at that date, then Jones Street and Georgia Avenue will be immediately taken over by Montgomery County. A copy of the letter of acceptance of the project will be forwarded to your office as soon as this transpires.

The purpose of this letter is to advise you if this is so that, if possible, Montgomery County could be given credit for Gasoline tax monies in the distribution of gas and taxes on July 1, 1960.

Wishing

16th ST
ANSON ST
MD 515

THIS AGREEMENT, Made this 8th day of May, 1958, by and between the State Roads Commission of Maryland, hereinafter referred to as the "Commission" and Montgomery County of the State of Maryland, hereinafter referred to as the "County".

WHEREAS, Montgomery County has constructed and improved Spring Street between Georgia Avenue and Colesville Road and desires to facilitate traffic movement on Colesville Road in the vicinity of its intersection with Georgia Avenue by extending the Spring Street improvement west of Georgia Avenue along Anson Street to a connection with the Northern Extension of Sixteenth Street as proposed by the State Roads Commission. The State Roads Commission agrees to extend Sixteenth Street northward from its present terminus to Georgia Avenue.

THEREFORE, the Commission agrees to prepare plans and to construct the Anson Street connection from Sixteenth Street to the east end of the bridge over the B & O Railroad including sufficient embankment to support the east abutment of the bridge. This construction and engineering will be at the expense of the State Roads Commission except for $225,000 to be paid to the Commission by Montgomery County, payment of said $225,000 to be due on the date the Commission awards contract for the bridge structure.

The Commission agrees to perform the engineering work, purchase rights of way and construct the Anson Street improvement from the east end of the bridge over the B & O Railroad to a connection with Georgia Avenue. This work is to be performed at the sole expense of Montgomery County and Federal-Aid funds as may be applicable; with the express understanding that no State Roads Commission funds will be involved.

It is further understood and agreed that upon completion of the work and on date of acceptance by the Commission, the County will assume maintenance and control of the Anson Street connection between Sixteenth Street extended and Georgia Avenue. The bridge over the B & O Railroad

will be maintained by the County in conformity with the agreement with the B & O Railroad. A three party agreement for construction of highway bridge over B & O Railroad, B & O Railroad, the Commission and County will be executed by all parties: This Agreement will not be in effect until the "three party" agreement has been executed. When the project is completed and on date accepted by the Commission, the County will take over and maintain State Route 515, Second Avenue from Route 384 (Colesville Road Extended) to North Woodside. All construction will be in conformity with the Commission's specifications and standards of design and inspection.

The parties further agree that plans will be submitted to the County and Montgomery County Planning Board in preliminary, semi-final and final design stage for said County and Montgomery County Planning Board approval as well as the necessary Right of Way plats. It is further agreed that the low bid will be submitted to the County for its concurrence and approval prior to the award of the contract.

It is further agreed that the Right of Way will be acquired in conformity with State Roads Commission standard procedure and the County will abide by the Commission's approval of options, Board of Property Review awards, or condemnation awards. Right of way plats will show metes and bounds description of "taking" areas based on field survey. County agrees to reimburse the Commission for right of way costs, including salaries and expenses of right of way field men, legal costs, and overhead in conformity with the Commission procedure. Subsequent to completion of the work and acceptance by the Commission, rights of way acquired for construction of Anson Street connection between Sixteenth Street Extended and Georgia Avenue will be transferred to the County.

Subsequent to receipt of bids and within the period specified in the specifications for the award of the contract, the County will make payment to the Commission in the amount of the low bid, plus estimated cost of engineering, plus cost of right of way acquired to date of accepting bids, plus estimated cost of right of way yet to be acquired, plus overhead

charged in conformity with State Roads Commission procedure. The contract will not be awarded until payment in full is made.

Subsequent to final payment to the contractor, the Commission will render an accounting of the total cost of the project to the County and payment by either party as required by the accounting will be made to the other party in full within thirty (30) days of the date of invoice.

The consideration for this Agreement is the mutual covenants and benefits flowing between the parties and to the public concerning and affecting the above mentioned construction and road improvements.

IN WITNESS thereof, the State Roads Commission has caused this Agreement to be executed by the members thereof and the President of the Montgomery County Council has signed and executed the said Agreement on behalf of Montgomery County, Maryland, as aforesaid, this 3rd day of June, 1958.

Approved

Date Chief Engineer

STATE ROADS COMMISSION OF MARYLAND

By Chairman

Attest:

Secretary

Member

Member

May 7 55
(L.R. Prichard)

By (Sgd.) Wilbur N. Baughman
President, Montgomery County Council

Attest:

(Sgd.) Robert T. Snure
Secretary of Montgomery County Council

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 2, 1960

***

MONTGOMERY Co.

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

WHEREAS, Interstate Route 495 circles the City of Washington, the nation's capital, and

WHEREAS, the name, Washington Circumferential Highway, is of difficult length for effective signing, arduous to pronounce and unwieldy for popular reference, and

WHEREAS the name, Capitol Beltway more accurately describes the location and function of the highway and simplifies signing and popular reference thereto; and

WHEREAS, it is fitting that the route be named for the building which not only serves as the seat of our nation's government but also is a symbol of democracy for free men everywhere;

THEREFORE BE IT RESOLVED that the State Roads Commission of Maryland officially name the portion of Interstate Route 495 over which it has jurisdiction the "Capitol Beltway," and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Department of Highways of the State of Virginia and suggest that the portion of Interstate Route 495 over which it has jurisdiction also be named the "Capitol Beltway".

Copy: Mr. A. C. Gordon (2)
Mr. [illegible]. Jabine
Mr. N. [illegible] Pritchett
Mr. [illegible]. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. [illegible]. E. [illegible]hook (2)
Mr. R. J. Hajzyk
Mr. H. C. Bowers
Mr. C. L. Wannen
Mr. J. [illegible]. Gerick
Mr. Charles Lee
Mr. A. L. Grubb (4)
Mr. H. G. Downs (4)
Mr. [illegible]. A. Jordan (2)
Mr. M. D. Philpot (2)
Mr. C. [illegible]. Linville
Mr. F. P. Scrivener
Mr. L. [illegible]. Pfarr
Mr. F. V. Dreyer
Mr. [illegible]. A. Friend
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
SRC-Montgomery County
SRC-Prince George's County
SRC-Name Designations
Mr. J. D. Buscher
Mr. [illegible]. B. Duckett
Mr. Allan Lee
Mr. C. E. Hesson

Copy: Mr. N. M. Pritchett
Mr. J. C. Hopkins (2)
Mr. C. A. Goldeisen
Mr. C. L. Wannen
Mr. W. L. Shook (2)
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. (3)
Mr. H. G. Downs (4)
Mr. W. F. Jordan
Mr. L. C. Moser
Mr. M. D. Philpot
Mr. M. L. Reese
Secretary's File
Contract M-512-5-320; M-531-16-320
SRC-Montgomery County

MONTGOMERY COUNTY

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, FEBRUARY 29, 1960

* * *

Chairman and Director Funk approved submission of the following petition to the County Council for Montgomery County, Rockville, Maryland, for the closing and adjustment of streets abutting the Washington Circumferential Highway in connection with Contract M-512-5-320; M-531-16-320:

WORKSTARTED 4-1-60

TO: Montgomery County Council
Rockville, Maryland

RE: Washington Circumferential Highway

A PETITION FOR THE CLOSING AND
ADJUSTMENT OF STREETS ABUTTING
WASHINGTON CIRCUMFERENTIAL HIGHWAY
IN MONTGOMERY COUNTY, MARYLAND

Herewith are prints of up-to-date plans developed by the Maryland State Roads Commission for construction of Washington Circumferential Highway between University Boulevard and Georgia Avenue in Silver Spring. These plans call for closure of several public roadways where the Highway or its ramps will cross them without interchange.

Pursuant to Sec. 26-41 of the Montgomery County Code (1955), the State Roads Commission hereby petitions the Montgomery County Council to close or otherwise modify South Waterford, Merwood Lane, Waterford Road, Hastings Drive, Shorey Drive, Sutherland Road, Lorain Avenue, Grayson Street, Bristol Avenue, Dallas Avenue, Stirling Road, Forest Glen Road, Dameron Drive, Lansdowne Way, Second Avenue, Bruce Drive, Ellsworth Drive and Granville Drive, all as shown on the attached prints.

The State Roads Commission will reimburse Montgomery County for costs of Hearing(s) to be held on this proposal, including advertising, notices to property-owners, and reporting services; and at no expense to the County, will construct suitable barricades and/or turn-around facilities where the proposed closures are made. Hearing as to location and impact of this section of the Highway was conducted by representatives of the Maryland National Capital Park and Planning Commission, June 23, 1955.

Copy of that Transcript is on file in your office.

ATTEST:

(Sgd) C. R. Pease
Secretary

MARYLAND STATE ROADS COMMISSION

By (Sgd) John B. Funk
Chairman and Director of Highways

2/29/60

APPROVED:

(Sgd) Norman M. Pritchett
Chief Engineer

Approved as to form and legal sufficiency

(Sgd) F. A. Puderbaugh
Special Attorney"

Mr Cassell

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. F. P. Scrivener
Mr. G. B. Chaires
Mr. C. A. Goldeisen
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. S. Linville (3)
Mr. C. L. Wannen
Mr. L. E. McCarl (2)
Mr. A. L. Grubb (2)
Mr. E. D. Reilley
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. F. V. Dreyer
Mr. M. D. Philpot (2)
Mr. A. S. Gordon
Records & Research Section, R/W Div.
Mayor & City Council of Rockville
Secretary's File
SRC-Montgomery County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JULY 28, 1959

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

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 Governing Bodies of the several Counties and/or Towns of Maryland are empowered to transfer County Roads and/or Town Streets, or portions thereof, to the State Roads Commission of Maryland, as part of their State Roads System,

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following described sections of State Roads located in the City of Rockville, Montgomery County, Maryland be and they are hereby transferred and conditionally transferred to the Mayor and City Council of Rockville and shall henceforth have the status of City Streets:

Md. 676	From B & O Railroad to Old U. S. 240	0.12 Mile	C.S 15-157
Md. 659	From Baltimore Road(Old Md. 676) southeast to dead end	0.20 Mile	C S 15-152

NOTE: The effective date of transfer for the above two sections of State Roads shall be upon the complete approval of this agreement.

Md. 28-A	From Md. 28-B (Near Beall Ave.) north to Md. 28-B	0.14 Mile	C S 15-49
Md. 28-B	From Md. 355 southerly to Md. 28 (Montgomery Ave.)	0.62 Mile	

NOTE: The effective date of transfer for the above two sections of State Roads shall be upon the completion by the State Roads Commission, of the resurfacing of the existing surface of these two sections from curb to curb and/or shoulder to shoulder as the case may be.

Resurfacing completed under Project # M.590-314
MAY 26, 1960
Accepted by Town of Rockville 6-15-1960

See letter 6/20/60.

Copy:
Mr. L. W. Pritchard
Mr. W. C. Hopkins
Mr. J. F. Sarsvoor
Mr. C. D. Chalmers
Mr. C. A. Goldstein
Mr. L. S. Hoover (2)
Mr. C. S. Lewis, Jr. (8)
Mr. C. S. Lightfoot (3)
Mr. C. L. Spence
Mr. E. E. McCarl (2)
Mr. A. L. Grubb (2)

Mr. E. D. Bailey
Mr. R. G. Dunn (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. P. V. Cooper
Mr. E. B. Fritsch (2)
Mr. A. S. Gordon
Records & Research Section, R/W Div.
Mayor & City Council of Rockville
Secretary's File
SHC-Cumberland Branch

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROAD COMMISSION
THURSDAY, JULY 28, 1966

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

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 Governing Bodies of the several Counties and/or Towns of Maryland are empowered to transfer County Roads and/or Town Streets, or portions thereof, to the State Roads Commission of Maryland, as part of their State Roads System,

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the following described sections of State Roads located in the City of Rockville, Montgomery County, Maryland be and they are hereby transferred and conditionally transferred to the Mayor and City Council of Rockville and upon acceptance have the status of City Streets:

Md. 675 From S.R.C. Maintenance to Old U. S. 240 0.12 Mile

Md. 655 From Baltimore Road(Old Md. 675) southeast to dead end 0.20 Mile

NOTE: The effective date of transfer for the above two sections of State Roads shall be upon the complete approval of this agreement.

Md. 28-A From Md. 28-2 (Lower Mall Ave.) north to Md. 28-2 0.11 Mile

Md. 28-A From Md. 355 southerly to Md. 28 (Montgomery Ave.) 0.22 Mile

NOTE: The effective date of transfer for the above two sections of State Roads shall be upon the completion by the State Roads Commission, of the resurfacing of the existing surface of these two sections from curb to curb and/or shoulder to shoulder as the case may be.

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

1. The effective date for such transfer of roads to be as noted in above tabulation.

2. The additional mileage will be included in the inventory as of December 1, 1959.

3. The basis for allocation of funds will include the additional Municipal Street mileage in the allocation to the City of Rockville beginning July 1, 1960.

4. That such exchange be made on an "As-Is Basis", which pertains to the existing condition of the roads involved at the time of acceptance for Municipal Maintenance and will include all appurtenances and bridge structures.

STATE ROADS COMMISSION OF MARYLAND

ATTEST:

By (Sgd) J. B. Funk
John B. Funk, Chairman and Director of Highways

(Sgd) C. R. Pease
C. R. Pease, Secretary

Approved as to form and legal sufficiency

(Sgd) C. C. Seymour
Special Attorney

At the regular meeting of the Governing Body of the City of Rockville, Maryland, held at its office on June 2, 1959, upon motion duly made and seconded, the following motion was adopted.

WHEREAS, the State Roads Commission, at its meeting held on JULY 28, 1959 did formally transfer to this City, for maintenance purposes, the State Roads described in the foregoing section of their resolution, bearing said date, the Governing Body is willing to accept the aforesaid roads into the Municipal Street System, for maintenance purposes, and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Rockville, Maryland, that the foregoing roads, transferred and conditionally transferred by the State Roads Commission of Maryland to this City by virtue of the resolution adopted by the State Roads Commission on JULY 28, 1959, be, and the exchange of roads as heretofore outlined, are accepted by the City of Rockville, Maryland.

ATTEST:

MAYOR AND CITY COUNCIL OF ROCKVILLE, MARYLAND

(Sgd) Jean R. Horneck
Clerk to the Mayor and City Council

By (Sgd) Alexander J. Greene
Approved Mayor
(SEAL)

MONTGOMERY COUNTY

RAILROAD CROSSING AGREEMENT

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 13, 1959
* * *

FILE

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

On recommendation of Chief Engineer Pritchett in letter of May 11, 1959, the Commission executed Agreement, in duplicate, dated May 13, 1959, by and between The Metropolitan Southern Railroad Company and The Baltimore and Ohio Railroad Company, therein collectively called "Railroad," parties of the first part, and the State Roads Commission of Maryland, therein called "State," party of the second part, wherein the parties thereto agree relative to modification of the existing railroad grade crossing and protection facilities on Maryland Route 193, Connecticut Avenue, Chevy Chase, Montgomery County, required to accommodate the widening and reconstruction of Connecticut Avenue, Contract M-517-2-320, as more fully set forth therein.

The said agreement had previously been executed on the part of the Railroad and approved as to form and legal sufficiency by Special Attorney T. T. Murray.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. L. E. McCarl (2)
Mr. W. A. Jordan
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. A. L. Grubb
Mr. H. B. Felter
Secretary's File
SRC-Montgomery County
Contract M-517-2-320

Montgomery County

Road acceptance

3

Laurel Office
December 9, 1958

TO: Mr. Walter A. Friend
Assoc. Engineer - Traffic Division

FROM: L. E. McCarl
District Engineer

Montgomery County Road Exchange

A road exchange between Montgomery County and the State Roads Commission was made effective on August 14, 1958, at a regular meeting of the State Roads Commission. If you note on page two, Map #10, Route 419 from Md. 28 south of Dickerson toward the Patuxent River, a distance of 2.22 miles, was to be accepted by the County upon completion of widening two feet on each side and resurfacing for six-tenths of a mile. Map Item #9 for Route 419 from Md. 28 north toward the Frederick County Line for a distance of 2.01 miles was also to be transferred to the County.

New C
242 to
253

We are enclosing a letter from the Director of Public Works of Montgomery County which states the acceptance into the Montgomery County system. You will note that this letter is dated November 28, 1958, at your suggestion, so thatthis mileage map included as of December 1, 1958. Montgomery County is expecting this mileage to be added to their system for a portion of gasoline tax funds starting July 1, 1959.

Very truly yours,

LEM:emg

L. E. McCarl
District Engineer

Enclosure

MONTGOMERY COUNTY

RAILROAD BRIDGE
BRADLEY BLVD.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 10, 1958
***

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

On recommendation of the Engineering Department in letter dated September 5, 1958 from Chief Engineer Pritchett, the Commission executed agreement, in duplicate, dated September 10, 1958, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein sometimes called "Commission", and The Baltimore and Ohio Railroad Company, therein sometimes called "Railroad", wherein the Railroad, insofar as it has a legal right and its present title permits, grants, subject to the terms, limitations and agreements therein set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining and renewing a new bridge and high approaches where Bradley Boulevard (State Route 191) through Bethesda, Montgomery County, Maryland, passes under and through the Georgetown Branch of said Railroad, the new bridge to include provision for pedestrian traffic now passing through pedestrian underpass located adjacent to and south of existing Bridge No. 5½, Contract M-537-2-320; FAP#UGS-737(1).

Said agreement had previously been executed by The Baltimore and Ohio Railroad Company and approved as to form and legal sufficiency by Special Attorney F. A. Puderbaugh.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. L. E. McCarl (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. H. G. Downs (2)
Mr. C. W. Clawson (4)
Mr. A. F. Shure
Mr. H. C. Bowers
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Secretary's File
SRC-Montgomery County
Contract M-537-2-320; FAP#UGS-737(1)

MONTGOMERY COUNTY
ROCKVILLE

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 3, 1958

***

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

On recommendation of Chief Engineer Pritchett in letter of July 7, 1958, the Commission executed agreement, in quadruplicate, dated September 3, 1958, by and between the Maryland State Roads Commission, therein referred to as "Commission", and the City of Rockville, therein referred to as "City", wherein the parties thereto agree with respect to certain revisions of the alignment of Edmonston Drive east of Wisconsin Avenue in the City of Rockville, in connection with Contract M-485-2-320; M-533-1-320, to conform with the alignment and right of way of the future development of Edmonston Drive west of Wisconsin Avenue as more fully set forth therein.

Said agreement had previously been executed on behalf of the City of Rockville by its Mayor, Alexander J. Greene, and approved as to form and legal sufficiency by Special Attorney Robert S. Rothenhoefer.

Copy: Mr. N. M. Pritchett
Mr. C. A. Goldeisen
Mr. W. C. Hopkins
Mr. L. E. McCarl (2)
Mr. C. L. Wannen
Mr. A. F. Shure
Mr. A. L. Grubb
Mr. C. W. Clawson (4)
Mr. A. F. DiDomenico
Mr. L. C. Moser
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs
Mr. H. C. Bowers
Secretary's File
SRC-Montgomery County
Contract M-485-2-; M-533-1-320

MONTGOMERY COUNTY

RAILROAD BRIDGES
16th St. Ext.

EAP 158
FAS 1107

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 3, 1958

***

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

On recommendation of Chief Engineer Pritchett, the Commission executed agreement, in triplicate, dated September 3, 1958, by and between the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, therein sometimes called "Commission", party of the first part, and The Baltimore and Ohio Railroad Company, therein sometimes called "Railroad", party of the second part, and Montgomery County, therein sometimes called "County", party of the third part, wherein the parties thereto agree as to their respective rights and responsibilities in connection with the construction and maintenance of bridges over the Railroad on 16th Street Extended and on Anson Street Extended, and the Railroad grants the Commission the right to construct these bridges over its tracks, and the County agrees to maintain the Anson Street Bridge after completion of construction, Contract M-527-3;-4-320, all as more fully set forth therein.

Said agreement had previously been executed by the parties of the second and third parts, and approved as to form and legal sufficiency by Special Attorney Robert S. Rothenhoefer.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. L. E. McCarl (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. H. G. Downs (2)
Mr. C. W. Clawson
Mr. A. F. Shure
Mr. H. C. Bowers
Mr. L. C. Moser
Mr. G. N. Lewis, Jr. (8)
Secretary's File
SRC-Montgomery County
Contract M-527-3;-4-320

MONTGOMERY COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, AUGUST 14, 1958

***

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

The Commission executed agreement, in triplicate, dated August 14, 1958, by and between the Maryland State Roads Commission, acting for and on behalf of the State of Maryland, therein called "Commission", and Montgomery County, acting for and on behalf of Montgomery County of the State of Maryland, therein called "County", wherein the Commission agrees to include grading for future sidewalks, at the expense of the County, in connection with the reconstruction of Md. Route 193 as an urban type highway, including raised median, curbed gutter and storm water drainage, and part of U. S. Route 29 in accordance with Contracts M-517-5; M-531-2; P-734-1-320 (University Boulevard) Four Corners-Prince George's County Line and M-512-12-320, as more fully set forth in said agreement.

The said agreement had previously been executed on behalf of Montgomery County by M. L. Reese, County Manager, and approved as to form and legal sufficiency by Special Attorney Eugene G. Ricks.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. L. E. McCarl (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. C. W. Clawson (4)
Mr. G. N. Lewis, Jr. (8)
Mr. A. F. Shure
Mr. L. C. Moser
Mr. H. G. Downs
Secretary's File
SRC-Montgomery County
SRC-Prince George's County
Contract Files

MONTGOMERY COUNTY

BOETLE

C.

Boetler Rd

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISS
THURSDAY, AUGUST 14, 1958
***

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

The Commission executed agreement, in triplicate, dat
July 14, 1958, by and between the Maryland State Roads Commission, therein called "Commission", and Giant Food Properties, Inc., therein called "Giant", wherein the Commission and Giant agree as to the terms and conditions under which the Commission will construct for "Giant" a connection to Boetler Road and a short section of Boetler Road, without cost to the Commission, in connection with the reconstruction of a section of Maryland Route 650 (New Hampshire Avenue) as part of Contract M-531-3-320, said contract being the reconstruction of Maryland Route 196 and U. S. Route 29 from Cedarcroft Sanitarium to Burnt Mills, with the understanding that the Commission will not be liable or responsible for the maintenance of Boetler Road, all as more fully set forth in said agreement.

The said agreement had previously been executed by Giant Food Properties, Inc., approved by Chief Engineer Pritchett, and approved as to form and legal sufficiency by Special Attorney R. S. Rothenhoefer.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. L. E. McCarl (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. C. W. Clawson (4)
Mr. G. N. Lewis, Jr. (8)
Mr. A. F. Shure
Mr. L. C. Moser
Mr. H. G. Downs
Secretary's File
SRC-Montgomery County
Contract M-531-3-320

MONTGOMERY COUNTY

BOETLER RD

C. 109

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, AUGUST 14, 1958
***

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

The Commission executed agreement, in triplicate, dated July 14, 1958, by and between the Maryland State Roads Commission, therein called "Commission", and Giant Food Properties, Inc., therein called "Giant", wherein the Commission and Giant agree as to the terms and conditions under which the Commission will construct for "Giant" a connection to Boetler Road and a short section of Boetler Road, without cost to the Commission, in connection with the reconstruction of a section of Maryland Route 650 (New Hampshire Avenue) as part of Contract M-531-3-320, said contract being the reconstruction of Maryland Route 196 and U. S. Route 29 from Cedarcroft Sanitarium to Burnt Mills, with the understanding that the Commission will not be liable or responsible for the maintenance of Boetler Road, all as more fully set forth in said agreement.

The said agreement had previously been executed by Giant Food Properties, Inc., approved by Chief Engineer Pritchett, and approved as to form and legal sufficiency by Special Attorney R. S. Rothenhoefer.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. L. E. McCarl (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. C. W. Clawson (4)
Mr. G. N. Lewis, Jr. (8)
Mr. A. F. Shure
Mr. L. C. Moser
Mr. H. G. Downs
Secretary's File
SRC-Montgomery County
Contract M-531-3-320

MONTGOMERY COUNTY

B & O. R.R. BRIDGE

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, AUGUST 14, 1958
***

File

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

On recommendation of Chief Engineer Pritchett in letter of August 8, 1958, the Commission executed agreement, in duplicate, dated August 14, 1958, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein sometimes called "Commission", and The Baltimore and Ohio Railroad Company, therein sometimes called "Railroad", wherein the Railroad, insofar as it has a legal right and its present title permits, grants, subject to the terms, limitations and agreements therein set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining and renewing a new bridge and highway approaches, known as the Washington Circumferential Highway across the main line tracks of the Baltimore Division of the Railroad at Forest Glen, Montgomery County, Maryland, Contract M-512-6-320, said Improvement to be paid for by the Commission and as further provided in Section 13 thereof.

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

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. L. E. McCarl (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. H. G. Downs
Secretary's File
Mr. A. L. Grubb (4)
Mr. C. W. Clawson (4)
Mr. G. N. Lewis, Jr. (8)
Mr. A. F. Shure
Mr. H. C. Bowers
Mr. L. C. Moser
SRC-Montgomery County
Cont. M-512-6-320

SRC 8/14/58
Road Exchange - Montgomery County

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. L. E. McCarl (2)
Mr. W. A. Friend
Mr. E. P. Scrivener
Mr. C. L. Wannen
Mr. A. F. DiDomenico (2)
Mr. F. V. Dreyer
Mr. C. W. Clawson (4)
Mr. A. L. Grubb (2)
Mr. L. C. Moser
Records & Research Section-R/W Dept.
Mr. C. S. Linville
Mr. H. G. Downs (2)
Montgomery County Council (3)
Secretary's File
SRC-Montgomery County

At a regular meeting of the State Roads Commission of Maryland, held at the office of the said Commission, on August 14, 1958, the following resolution was duly moved, seconded and adopted:

WHEREAS, the State Roads Commission and the Montgomery County Council of Montgomery 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 Montgomery County from State roads to County roads and certain other roads from County roads to State roads, and

WHEREAS, the Montgomery County Council of Montgomery County by resolution adopted August 5, 1958 has formalized the agreement for such a transfer,

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

Map No.	Route No.	From	To	Miles
6	Md. 432	Md. 27 at Cedar Grove	Northwesterly	1.01
7	Md. 604	Btwn. Cedar Grove and	Woodfield (So. of Damascus)	0.66
12	Md. 117	Btwn. Md. 124 at Brown Station Road	and Md. 121 at Boyds	4.40
13	Md. 119	Md. 117	Southwesterly	1.78
15	Md. 420	Md. 124	Westerly	1.00
16	Md. 124	Md. 108 S. of Laytonsville	S. end Burnham Rd.	1.12
21	Md. 109	Willard Rd. (Co. Road)	Westerly	1.46
24	Md. 121	Md. 107 at Dawsonville	Southerly	1.83
28	Md. 688	Md. 355 Northerly	Tw'd. Redland	1.37
31	Md. 421	Md. 190	Glen Rd. at Travilah	1.31
44	Md. 596	Md. 391 (Dale Drive)	Southwesterly	0.09
45	Md. 594	Dartmouth Ave.	Sligo Branch (includes 30' Span-Steel Bridge #3098 over Sligo Branch)	0.41
46	Md. 595	Md. 391 (Dale Drive)	Southwesterly	0.12
47		Md. 513 (six streets intersecting Piney Branch Road.)	(Hilltop Road)	0.03
			(Park Valley Rd.)	0.04
			(Sunnyside Road)	0.05
			(Parkside Road)	0.06
			(Mississippi Ave.,)	0.06
			(Chestnut Ave. from Md. 320) Md. 410 Phil.Ave	0.06
51		Md. 702 (Jones Bridge Road)	U.S. 240(Wis.Ave.) Easterly	0.64
66		Md. 120	On N.E. Side of Wash. Nat'l. Pike	0.07
			TOTAL	17.57

AND NOW, THEREFORE, BE IT FURTHER RESOLVED by the State Roads Commission of Maryland that the following State roads located in Montgomery County be and they are hereby transferred to the County Road System of Montgomery County under the conditions as outlined below, and shall thereafter have the status of County roads:

Map No.	Route No.	From	To	Miles
9	Md. 419	Md. 28 at Dickerson	N.E. Tw'd. Fred. Co. Line	2.01
10	Md. 419	Md. 28 South of Dickerson	Tw'd. Potomac River	2.22
	Note:	(The acceptance of the above (two sections of Md. Route 419 to be effective (upon completion of widening two feet (2') on (each side and resurfacing for the full width along (Md. 419 from Md. 28 southwest for approximately (0.60 of a mile).		
36	Md. 593	Sligo Creek Parkway	North Thru Argyle Park	0.86
	Note:	(Accepted with the assurance that the construction (of the bridge carrying the Washington Circumferential (Highway over Md. 593 would be constructed as planned (by the State Roads Commission and that there would (be no design changes required in order to effect (the transfer of this Route to the County System. (Acceptance to be effective upon completion of the (Washington Circumferential Highway between Md. 97 and (U. S. 29.)		
67	Md. 390	16th St. Extension	End of Undisturbed Sect. Columbia Boulevard	Approx. 0.10
	Note:	(Acceptance to be limited to that portion of (Columbia Blvd. which lies outside the limits (of the 16th St. Extension, and to be effective (upon completion of the 16th St. extension.		
			TOTAL	5.19

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

Map No.	Route No.	From	To	Miles
52	109 Ext.	Md. 95 at Comus	Md. 355 at Hyattstown	3.46
	Note:	As it may be necessary to straighten this road in some locations, the Montgomery County Council will accept back into their County Road System any portions of the old road, if and when a new highway is constructed.		
53	Md. 198 Ext.	Md. 196 at Burtonsville	Westerly to Md. 198	2.27
68	Md. 124	Ext. along Burnham Rd. From South End at Md. 124	North end Burnham Rd. at Md. 124	1.35
			TOTAL	7.08

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

1. The additional mileage will be included in the inventory as of December 1, 1958 (unless otherwise specified).

2. The effective date for such transfer of roads to be the date of final approval of this resolution (unless otherwise specified). From said date, Montgomery County will assume the maintenance of and complete jurisdiction over said roads.

3. The allocation of funds will include the additional County Road mileage in the allocation to Montgomery County beginning July 1, 1959.

4. That such exchange be made on an "As-is Basis" which pertains to the existing condition of the roads involved and will include all appurtenances and bridge structures.

ATTEST:

ADOPTED THIS 14TH DAY OF AUGUST, 1958
STATE ROADS COMMISSION OF MARYLAND

(Sgd.) C. R. Pease
C. R. Pease, Secretary

By (Sgd.) Robt. O. Bonnell
Robert O. Bonnell, Chairman

Effective Aug. 14, 1958

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JUNE 24, 1958
***

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

The Commission executed agreement, in duplicate, dated the 24th day of June, 1958, 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 Montgomery County, Maryland, a body corporate, party of the second part, therein called the "County", applicable to the following Projects in Montgomery County, such Projects being part of the Federal-Aid System approved by the U. S. Bureau of Public Roads, the construction or reconstruction of which are to be financed in part with Federal funds under the provisions of the Federal-Aid Highway Acts:

Federal-Aid Project Number	Name of Road
S-180 (3)	River Road (Preliminary Engineering)
S-180 (5)	River Road (Construction)
S-598 (2)	Randolph Road (Construction)

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

This agreement, which had previously been executed by Montgomery County of Maryland by M. L. Reese, County Manager, as authorized by Resolution No. 3-3388 adopted on March 18, 1958, by the Montgomery County Council; and by Resolution No. 3-3629 adopted on June 10, 1958, by the Montgomery County Council, had been approved as to form and legal sufficiency by Special Attorney F. A. Puderbaugh, and recommended for approval by Austin F. Shure, Assistant to Chief Engineer.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. R. E. Jones
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. L. E. McCarl (2)
Mr. F. P. Scrivener
Montgomery County, Md.
SRC-Montgomery County
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr. (8)
Mr. C. W. Clawson (4)
Mr. A. L. Grubb (2)
Mr. C. L. Wannen
Mr. H. C. Bowers
Mr. L. C. Moser
Secretary's File

This AGREEMENT made this 24th day of June, 1958, 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 MONTGOMERY COUNTY, MARYLAND, a body corporate, party of the second part hereinafter called the "COUNTY",

WITNESSETH that whereas the COUNTY desires to construct certain Projects in the Secondary Road System of Montgomery County by its own Contract, using any Federal-Aid funds which may be made available by the COMMISSION under the Federal-Aid Highway Acts; and

WHEREAS, the COMMISSION is agreeable to this procedure provided that the plans and specifications and the said construction thereof shall be under the general supervision of the engineers of the COMMISSION, and provided, further that the COMMISSION shall not be legally liable in any way for said contracts and construction, and provided, further, that if said Federal funds are not forthcoming for any reason, the loss of the same shall be borne by the COUNTY alone;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the premises, and the further sum of ONE ($1.00) DOLLAR, payable by each party hereto to the other, the receipt of which is hereby acknowledged, the COMMISSION and the COUNTY do hereby covenant and agree as follows:

1. This Agreement shall be applicable to the following Projects in Montgomery County, such Projects being part of the Federal-Aid System approved by the U. S. Bureau of Public Roads, the construction or reconstruction of which are to be financed in part with Federal funds under the provisions of the Federal-Aid Highway Acts:

Federal-Aid Project Number	Name of Road
S-180 (3)	River Road (Preliminary Engineering)
S-180 (5)	River Road (Construction)
S-598 (2)	Randolph Road (Construction)

2. The COUNTY using its own forces or such other professional services as may be approved by the COMMISSION shall prepare all plans, specifications,

estimates, contracts and other data necessary to comply with Federal requirements and said plans, specifications, estimates, contracts and data shall be subject to the prior approval of the COMMISSION before bids are requested, or work is authorized.

3. Unless otherwise prescribed by mutual agreement, the COUNTY shall provide all necessary rights-of-way for the construction and maintenance of said roads at no expense to the COMMISSION, and said rights-of-way shall be of the width and otherwise conform to the requirements of any Law applicable thereto and the requirements of the U. S. Bureau of Public Roads.

4. The COUNTY shall advertise for, receive bids for, and award said contracts in the same manner and subject to the same legal requirements which applies to the contracts of the COMMISSION. No contract for any Project or part thereof shall be entered into or award made by the COUNTY until authorized so to do by the COMMISSION and no alteration in the contract subsequently shall be made without the approval by the COMMISSION.

5. These contracts will be between the COUNTY and the successful bidder on the road Project, and the COMMISSION assumes no legal liability in connection therwith. The COUNTY agrees to save the COMMISSION harmless from all law or equity suits for or on account of all of said road contracts and construction, or from any liability whatever, either directly or indirectly arising from or out of said contracts or construction.

6. The COUNTY shall provide the necessary construction, engineering inspection and provide proper supervision of all work necessary for the completion of each of said road projects, and the COMMISSION shall have such control of the construction as will insure full compliance with the said plans, specifications, estimates, contracts and such rules and regulations of the U. S. Bureau of Public Roads as apply to these Projects. The construction work on these Projects will be subject to periodic inspection by authorized representatives of the U. S. Bureau of Public Roads and final payment of Federal funds will not be made until the work is finally inspected and approved by the U. S. Bureau of Public Roads.

7. The financing of all the work and construction for said roads shall be borne solely by the COUNTY. Reimbursement to the COUNTY of Federal-Aid funds for these projects shall be made in the following manner:

(a) At the end of each month the COUNTY shall prepare a bill or voucher for such contract or force account work completed during the preceding month. This bill or voucher will be presented to the local State Roads Commission District Engineer, and after he certifies thereon that the said work has been performed and in accordance with the said plans and specifications, he will forward same to the Baltimore Office of the COMMISSION.

(b) Upon receipt of this bill, the Baltimore Office of the COMMISSION will promptly prepare the necessary U.S. Bureau of Public Roads vouchers and documents, and submit the same to the said U. S. Bureau of Public Roads for payment of Federal-Aid funds due.

(c) Upon the payment of the sum of money under these vouchers by the U. S. Bureau of Public Roads, the COMMISSION will make remittance to the COUNTY.

(d) Final payment of the Federal-Aid funds due on these projects will be made in the same manner as payment is made on intermediate vouchers.

8. Payment to the COUNTY by the COMMISSION for the work performed on these projects shall include only such items as have been approved for inclusion herein by the U. S. Bureau of Public Roads prior to the time that the work has been commenced. The cost of any items which may be declared to be ineligible for participation in Federal-Aid funds by the U. S. Bureau of Public Roads shall be borne solely by the COUNTY.

9. Upon completion of the construction of these secondary road projects, and after their approval by the said Bureau of Public Roads, the COUNTY agrees to maintain the same as a part of its own road system, at its own expense, and in full compliance with all maintenance and other requirements of the U. S. Bureau of Public Roads.

10. The COUNTY agrees upon completion of the Randolph Road project to prohibit the parking of vehicles on any portion of this project where two lanes of moving traffic cannot be provided.

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

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

By _____
Chairman

Attest:

_____
Secretary

_____
Member

_____
Member

Constituting a majority of the
State Roads Commission of Maryland

Approved as to form and legal sufficiency, this 24 day of June, 1958.

Special Attorney of Maryland

_____

MONTGOMERY COUNTY OF MARYLAND

By _____
County Manager

On: June 16, 1958

As authorized by Resolution No. 3-3388 adopted on March 18, 1958, by the Montgomery County Council; and by Resolution No. 3-3629 adopted on June 10, 1958, by the Montgomery County Council.

Approved as to form and legal sufficiency, this 16th day of June, 1958.

_____
County Attorney

Approved on: June 16, 1958

By _____
Director of Public Works

Recommended for Approval

By _____
Asst. to Chief Engineer

Montgomery County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, MAY 8, 1958

File

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

The Commission executed six copies of agreement, dated May 8, 1958, by and between the State Roads Commission of Maryland and Montgomery County, Maryland, wherein the Commission agrees to prepare plans and to construct the Anson Street connection from Sixteenth Street to the east end of the bridge over the B. & O. Railroad, including sufficient embankment to support the east abutment of the bridge, this work to be performed at the sole expense of Montgomery County, with the maintenance to be assumed by Montgomery County upon completion, subject to the terms, conditions and stipulation as more fully set forth therein.

Said agreement had previously been approved for execution by Chief Engineer Pritchett and as to form and legal sufficiency by Special Attorney F. A. Puderbaugh.

Copy: Mr. N. M. Pritchett
Messrs. Shure
Moser
Bowers
Grubb
Clawson
Downs
Wannen
McCarl
Reese
Secty's File
Montgomery County

See letter dated 5/10/60
ACTING DIST. ENGR. SHOOK TO G. N. LEWIS JR.

Montgomery County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, JANUARY 16, 1958
****

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

Pursuant to the action at meeting December 16, 1957, in approving in principle the recommendations set forth in a memo from Special Assistant Attorney General Buscher to Chairman Bonnell, dated December 13, 1957, relative to a conference December 6, 1957, when Chairman Bonnell and Mr. Buscher met and conferred with the Chairman of the Washington Suburban Sanitary Commission and its General Counsel concerning mutual problems plaguing the two Commissions as outlined in the agenda for the said December 6 meeting, copy of which was attached to Mr. Buscher's memo, and on recommendation of Mr. Buscher in memo dated January 16, 1958 addressed to Chairman Bonnell, in which he states that this final agreement has again been studied by Chief Engineer Pritchett and Director of Highway Construction Goldeisen and they agree in principle to its terms and provisions, the Commission executed agreement, in duplicate, dated January 1, 1958, by and between the State Roads Commission of Maryland, an agency of the State of Maryland, therein referred to as "the SRC", and the Washington Suburban Sanitary Commission, a municipal corporation, incorporated by Chapter 122 of the Acts of 1918, therein referred to as "the WSSC", wherein, in consideration of the mutual promises and agreements therein set forth, the parties agree on a formula under which the responsibility for the cost of relocation, removal, abandonment, strengthening or other change in WSSC structures made necessary by State highway improvement, which term shall include construction of a highway on a new location, the improvement and widening of an existing highway, and the modification of horizontal and vertical alignment of an existing highway within the right of way owned by the SRC, be determined and paid.

The formula for the payment and/or division of costs, set out in Paragraphs 2 and 3, shall apply to relocations made by the WSSC on or after July 1, 1947, and the agreement is effective and in force as of January 1, 1958 and shall continue until changed by operation of law, or upon mutual consent of the parties.

Said agreement was executed by the Washington Suburban Sanitary Commission on the 14th day of January, 1958, and "approved as to substance, form and legal sufficiency and recommended for execution by the State Roads Commission" by Special Assistant Attorney General Joseph S. Buscher.

Copy: Messrs Pritchett, Hopkins, Goldeisen, Shure, Lewis, Clawson, Grubb, Buscher, McCarl, Wannen, Moser, Downs.
Secretary's File
SRC-Policy

Montgomery County
Kensington.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 18, 1957
***

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

Also see 2/20/57

On recommendation of Chief Engineer Pritchett in letter of September 9, 1957, and in accordance with its action February 20, 1957 authorizing the exchange of three sections of State highways to the Municipal Street System of the Town of Kensington, Maryland, upon completion of certain improvements to Armory Avenue and Howard Avenue, the Commission, having been informed by Mr. Pritchett that "The improvements have now been made and have been accepted by the Mayor and Town Council of Kensington", as referred to in letter dated August 29, 1957 from Lewis Meriam, Mayor, to District Engineer McCarl, formalized the transfer from the State Roads System to the Municipal Street System of the Town of Kensington, Maryland, the following streets, roads or avenues:

Item #34	- Md. 666 - C (St. Paul Street)	0.45 mile
Item #34A	- Md. 666 - A (Armory Avenue)	0.26 mile
Item #35B	- Md. 666 - B (Along Howard Avenue)	0.28 mile
	Total	0.99 mile

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. L. E. McCarl (2)
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
Mr. A. S. Gordon
Town of Kensington
Secretary's File
SRC-Montgomery County

MONTGOMERY COUNTY

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins (2)
Mr. C. A. Goldeisen
Mr. P. A. Morison
Mr. L. E. McCarl (2)
Mr. C. L. Wannen
Mr. G. N. Lewis, Jr.(8)
Mr. C. W. Clawson (4)
Mr. F. P. Scrivener
Mr. A. F. DiDomenico
Mr. L. C. Moser
Mr. H. G. Downs
Mr. E. L. Reese
Secretary's File
Contract M-485-7-320
SRC-Montgomery County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 17, 1957
***

Present: Senator Edgar T. Bennett and Mr. John J. McMullen.

The Commission approved submission of the following Petition to the County Council for Montgomery County, Rockville, Maryland, for the closing and abandonment of a short portion of Pyle Road in Montgomery County, Maryland, in connection with Contract M-485-7-320:

"To The County Council
For Montgomery County
Rockville, Maryland

PETITION FOR THE CLOSING AND

ABANDONMENT OF A SHORT PORTION

OF PYLE ROAD

Now comes the Maryland State Roads Commission pursuant to Section 124 of Article 25, Annotated Code of Maryland, 1951, and prays that the proper action be taken to authorize the closing and abandonment of a short portion of Pyle Road in Montgomery County, Maryland which is included within the following limits that is to say:

That section of Pyle Road beginning at a point approximately 400'± northeast of its intersection with the existing River Road and extending in a southwesterly direction a distance of 400'± to existing River Road and substituting for said severed road a new road running in a westerly direction from a point on the old road approximately 400' northeast of its intersection with the existing River Road to a point on Relocated River Road opposite the intersection of existing River Road and Braeburn Parkway, a distance of approximately 800'.

Also, substituting for said severed road, a new road running in a westerly direction from a point at the intersection of the old road with the existing River Road to a point of intersection with Braeburn Parkway, a distance of approximately 700'.

WHEREFORE, petitioner respectfully prays that the orders of the County Council for Montgomery County assure authorizing the action requested with respect to the aforegoing portions of the public road.

MARYLAND STATE ROADS COMMISSION

By (Sgd.) Edgar T. Bennett
Acting for Chairman

(Sgd.) C. R. Pease
C. R. Pease, Secretary

Approved as to Form and
Legal Sufficiency

(Sgd.) Joseph D. Buscher
Joseph D. Buscher, Special Assistant Attorney General"

MONTGOMERY Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, APRIL 2, 1957
***

ROCKVILLE

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

On recommendation of Chief Engineer Pritchett in letter dated March 29, 1957, the Commission approved the transfer from the State Roads System to the Municipal Street System of the City of Rockville in Montgomery County, Maryland, of a street known as Baltimore Road, from its intersection with First Street westerly to its intersection with Stonestreet Avenue, all being located within the corporate limits of the City of Rockville, in accordance with Resolution No. 16-57 adopted by the Mayor and Council of Rockville, Maryland at their meeting held on February 12, 1957, reading as follows:

MD 676
OLD BALTO. RD

"WHEREAS, a street known as Baltimore Road, located within the corporate limits of the City of Rockville, has, from its intersection with First Street to its intersection with Stonestreet Avenue, heretofore been a part of the road system of the Maryland State Roads Commission; and

WHEREAS, said Baltimore Road dead ends near its intersection with Stonestreet Avenue due to the closing of a grade crossing over the B. & O. Railroad tracks and the said Commission has provided an alternative link with State Route 586 by way of First Street; and

WHEREAS, the Maryland State Roads Commission has completed the installation of storm drainage pipe along said Baltimore Road in accordance with an understanding arrived at between said Commission and the Mayor and Council of Rockville as a condition precedent to the acceptance of said Baltimore Road for maintenance by the City of Rockville; and

WHEREAS, said Baltimore Road will continue to be necessary and desirable as a public street for the residents and general public for the City of Rockville;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Rockville, Maryland,

That the Mayor and Council of Rockville does hereby agree to accept for maintenance the existing Baltimore Road from its intersection with First Street westerly to its intersection with Stonestreet Avenue, all being located within the corporate limits of the City of Rockville."

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. P. A. Morison
Mr. L. E. McCarl (2)
Mr. C. L. Wannen
Mr. W. A. Friend
Mr. F. P. Scrivener
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr.(8)
Mr. L. C. Moser
Mr. F. V. Dreyer
Mr. C. W. Clawson (4)
Mr. A. L. Grubb
Mayor & Council of Rockville (3)
Secretary's File
SRC-Montgomery Co.

Montgomery County

March 20, 1957

File
S.R.C. minutes

Mr. Norman M. Pritchett,
Chief Engineer
State Roads Commission

Re: Road Exchange
Montgomery County
City of Rockville

Dear Mr. Pritchett:

The enclosed copy of letter dated March 15, 1957 from Mr. L. E. McCarl to the writer, with three (3) copies of a resolution from the Mayor and Council of Rockville, was received today.

You will note that the resolution does not mention the item number or mileage of the described section of State road to be accepted for municipal maintenance.

Mr. McCarl's letter describes the section of State road as being a part of Item 32, which is a portion of Md. 676, from B. & O. RR at Stonestreet Avenue to First Street, a distance of 0.39 mile (Traffic Division records indicate this portion as 0.43 mile).

As stated in Mr. McCarl's letter, the City officials will at a later date agree to accept the remainder of Item 32, which is indicated as follows:

Part Item 32 —	Md. 676, B. & O. RR at Stonestreet Avenue to First Street (Md. 28) 0.43 mile (covered by attached resolution from Rockville).
Remainder of Item 32 —	Md. 676, B. & O. RR to Old US 240 - 0.12 mile.
Remainder of Item 32 —	Md. 659 from Md. 676 N.E. to dead end - 0.20 mile.

When the remainder of Item 32 is accepted by the City of Rockville, the mileage should total 0.75 mile to agree with the Traffic Division's records.

Very truly yours,

Walter A. Friend,
Associate Engineer

h
cc: Mr. G. R. Pease
Mr. Geo. N. Lewis, Jr. (attachments)
Mr. L. E. McCarl
Mr. Wilbur R. Hicks (attachments)

MONTGOMERY COUNTY

3

March 15, 1957

Mr. Walter A. Friend
Engineer of Special Assignments
State Roads Commission
Baltimore Office

Road Exchange - Montgomery County -
Town of Rockville

Dear Mr. Friend:

Will you please refer to Item 32 in our Road Exchange Program of Montgomery County.

We are enclosing the resolution recently passed by the Mayor and City Council of Rockville covering a portion of Item 32.

This item covers a portion of Maryland Route 676. The only section covered by the resolution is that part from the B & O Railroad, that is a Stone street, to the intersection of our Route 28 on First Street. The length of the section taken over now by the City of Rockville is thirty-nine hundredths of a mile. We suggest that this resolution be submitted to our Commission for their approval even though it does not include all of Item 32. We have recently talked to Mr. Markland, the City Manager, and he assures us that an additional portion of 676 from Old U.S. 240 to the B & O. Railroad tracks will be covered by a later resolution and that the resolution will also cover the sixteen-hundredths of a mile of Md. 659, which is included as part of Item 32.

Very truly yours,

L. E. McCarl
District Engineer

LEM:lh
enclosure

MONTGOMERY COUNTY
MD 676
OLD BALTO. RD

Resolution No. 16-57

On motion of Councilman Turner, duly seconded and unanimously passed, the Mayor and Council adopted the following resolution:

WHEREAS, a street known as Baltimore Road, located within the corporate limits of the City of Rockville, has, from its intersection with First Street to its intersection with Stonestreet Avenue, heretofore been a part of the road system of the Maryland State Roads Commission; and

WHEREAS, said Baltimore Road dead ends near its intersection with Stonestreet Avenue due to the closing of a grade crossing over the B. & O. Railroad tracks and the said Commission has provided an alternative link with State Route 586 by way of First Street; and

WHEREAS, the Maryland State Roads Commission has completed the installation of storm drainage pipe along said Baltimore Road in accordance with an understanding arrived at between said Commission and the Mayor and Council of Rockville as a condition precedent to the acceptance of said Baltimore Road for maintenance by the City of Rockville; and

WHEREAS, said Baltimore Road will continue to be necessary and desirable as a public street for the residents and general public for the City of Rockville;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Rockville, Maryland,

That the Mayor and Council of Rockville does hereby agree to accept for maintenance the existing Baltimore Road from its intersection with First Street westerly to its intersection with Stonestreet Avenue, all being located within the corporate limits of the City of Rockville.

* * * * *

I certify that the above is a true excerpt from the minutes of Meeting No. 7-57 of the Mayor and Council of Rockville, Maryland, held on February 12, 1957.

MONTGOMERY Co.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins (2)
Mr. P. A. Morison
Mr. C. L. Wannen
Mr. L. E. McCarl (2)
Mr. F. P. Scrivener
Mr. C. A. Goldeisen
Mr. A. F. DiDomenico
Mr. C. W. Clawson
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs
Mr. L. C. Moser
Mr. E. L. Reese
Secretary's File
SRC-Montgomery Co.
Contract M-485-17-320

Closing of County Rd.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 20, 1957

***

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

The Commission approved submission of the following Petition to the County Council for Montgomery County, Rockville, Maryland, for the closing of a section of the Bells Mill Road in Montgomery County, Maryland, and which amends similar action of the Commission October 31, 1956 to provide that approximately 450 feet of Bells Mill Road will be closed rather than the originally contemplated 1800 feet, in connection with Contract M-485-17-320:

"To The County Council
for Montgomery County
Rockville, Maryland

PETITION FOR THE CLOSING OF

SECTION OF BELLS MILL ROAD IN THE VICINITY OF

WASHINGTON NATIONAL PIKE

Now comes the Maryland State Roads Commission pursuant to Section 125 of Article 25, Annotated Code of Maryland, 1951, and prays that the proper action be taken to authorize the closing of the Bells Mill Road in Montgomery County, Maryland, which is included within the following limits, that is to say:

1 - That section of Bells Mill Road beginning at a point approximately 200 feet west of its intersection with the New Washington National Pike and extending in an easterly direction a distance of approximately 450 feet to the intersection of said road with the easternmost Right of Way Line of the New Washington National Pike and substitute for said severed portion of said road a new road running in an easterly direction from a point approximately 200 feet West of its intersection with the New Washington National Pike and extending in an easterly direction a distance of approximately 1700 feet as shown on Exhibit 1-A.

The portions of the public road to be closed are shown on a plat prepared by the said Maryland State Roads Commission and entitled "Relocation U.S. Route 240 (Washington National Pike)", located in Montgomery County, Contract No. M 485-17-320, filed in the office of the County Council of Montgomery County, Maryland, and open for inspection by the public.

MONTGOMERY Co.

WHEREFORE, the Petitioner respectfully prays that the orders of the County Council for Montgomery County issue authorizing the action requested with respect to the aforesaid portions of the public road.

MARYLAND STATE ROADS COMMISSION

By (Sgd.) Robt. O. Bonnell
Robert O. Bonnell, Chairman

(Sgd.) C. R. Pease
C. R. Pease, Secretary

Approved as to Form and
Legal Sufficiency

F. A. Puderbaugh
Special Attorney"

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. L. E. McCarl (2)
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
Mr. A. S. Gordon
Town of Kensington
Secretary's File
SRC-Montgomery Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 20, 1957

***

KENSINGTON - MONTGOMERY Co.

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

Also see 9/18/57

On recommendation of Chief Engineer Pritchett in letter dated February 18, 1957, the Commission authorized the exchange of three (3) sections of State highways to the Municipal Street System of the Town of Kensington, Ma ryland, as referred to in the following resolution adopted by the Mayor and Council of the Town of Kensington April 30, 1956:

"WHEREAS, the State Roads Commission desires to transfer to the Town Street System of Kensington certain State roads and

WHEREAS, said State Roads are in each case parts of existing Town streets or connecting links thereto,

BE IT RESOLVED, that the Town Council of Kensington, Maryland assembled in open meeting with the Mayor presiding accept this proposal by the State Roads Commission to transfer to the Town of Kensington the following State Roads:

(1) Item 34 - Md. 666-C (St. Paul Street) from B. & O. Railroad to North Corporate Limits 0.45 Mile

(2) Item 35A - Md 666-A (Armory Ave.) from Md. 193 to Howard Avenue 0.26 Mile

(3) Item 35B - Md. 666-B along Howard Avenue 0.28 Mile

Provided: that prior to this transfer and before acceptance by the Town of Kensington, the State Roads Commission will

1. Install along Armory Avenue (Item 35-A) approximately 700 lineal feet (700 feet) of 12-inch plain corrugated metal pipe in open ditch, backfill and construct a 6-inch compacted gravel shoulder with two applications of bituminous surface treatments, including cover for 9-foot (9') width of shoulder, and

2. Along Howard Avenue (Item 35-B) will resurface with 2 inches of asphaltic concrete (Spec "B") for a distance of approximately five hundred feet (500'), and

Provided further that necessary manholes &/or junction boxes to maintain properly the length of pipe to be installed along Armory Avenue shall be installed by the Town of Kensington."

Minutes

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins (2)
Mr. P. A. Morison
Mr. C. L. Wannen
Mr. L. E. McCarl (2)
Mr. F. P. Scrivener
Mr. C. A. Goldeisen
Mr. A. F. DiDomenico
Mr. C. W. Clawson
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser
Mr. E. L. Reese
Secretary's File
SRC-Montgomery County
Contract M-485-18-320

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, OCTOBER 31, 1956
***

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

The Commission approved submission of the following Petitions to the County Council for Montgomery County, Rockville, Maryland, for the closing of section of Park Place and River Road, Longwood Road, Bells Mill Road and Green Tree Road, all in the vicinity of the new Washington National Pike, in connection with Contraot M-485-18-320:

"To The County Council
For Montgomery County
Rockville, Maryland

PETITION FOR THE CLOSING OF

SECTION OF PARK PLACE AND RIVER ROAD

IN THE VICINITY OF THE

NEW WASHINGTON NATIONAL PIKE

Now comes the Maryland State Roads Commission pursuant to Section 125 of Article 25, Annotated Code of Maryland, 1951, and prays that the proper action be taken to authorize the closing of those sections of Park Place and River Road which are included within the following limits, that is to say:

1 - The existing access to River Road at Park Place is to be closed and that section of said road beginning at a point 75 feet southwest of the new centerline of Rehabilitated River Road and running in a northeasterly direction to a point formed by the intersection of said road with the Rehabilitated River Road a distance of approximately 50 feet as shown on Exhibits II and III.

The portions of the public road to be closed are shown on a plat prepared by the Maryland State Roads Commission and entitled "Relocation of U.S. Route 240 - Washington National Pike" - Plan showing proposed road closings - "C" line, filed in the office of the County Council of Montgomery County, Maryland, and open for inspection by the public.

WHEREFORE, the Petitioner respectfully prays that the orders of the County Council for Montgomery County issue authorizing the action requested with respect to the aforesaid portions of the public road.

MARYLAND STATE ROADS COMMISSION

By (Sgd.) Robt. O. Bonnell
Robert O. Bonnell, Chairman

(Sgd.) C. R. Pease
C. R. Pease, Secreta ry

Approved as to Form and
Legal Sufficiency

(Sgd.) Frederick A. Puderbaugh
Special Attorney"

"To The County Council
for Montgomery County
Rockville, Maryland

PETITION FOR THE CLOSING OF

SECTION OF LONGWOOD ROAD IN THE VICINITY OF

THE NEW WASHINGTON NATIONAL PIKE

Now comes the Maryland State Roads Commission pursuant to Section 125 of Article 25, Annotated Code of Maryland, 1951, and prays that the proper action be taken to authorize the closing of that section of Longwood Road which is included within the following limits, that is to say:

1 - T hat section of Longwood Road beginning at a point formed by the intersection of said road with the easternmost right-of-way line of the new Washington National Pike and running in a westerly direction to its terminus at the intersection of said road with a dirt road, a distance of approximately 50 feet as shown on Exhibit I.

The portions of the public road to be closed are shown on a plat prepared by the said Maryland State Roads Commission and entitled "Relocation of U.S. Route 240 - Washington National Pike" - Plan showing proposed road closings - "C" line, filed in the office of the County Council of Montgomery County, Maryland, and open for inspection by the public.

WHEREFORE, the Petitioner respectfully prays that the orders of the County Council of Montgomery County issue authorizing the action requested with respect to the aforesaid portions of the public road.

MARYLAND STATE ROADS COMMISSION

By (Sgd.) Robt. O. Bonnell
Robert O. Bonnell, Chairman

(Sgd.) C. R. Pease
C. R. Pease, Secretary

Approved as to form and
Legal Sufficiency

(Sgd.) Frederick A. Puderbaugh
Special Attorney"

"To The County Council
For Montgomery County
Rockville, Maryland

PETITION FOR THE CLOSING OF

SECTION OF BELLS MILL ROAD IN THE VICINITY OF

WASHINGTON NATIONAL PIKE

Now comes the Maryland State Roads Commission pursuant to Section 125 of Article 25, Annotated Code of Maryland, 1951, and prays that the proper action be taken to authorize the closing of the Bells Mill Road in Montgomery County, Maryland, which is included within the following limits, that is to say:

1 - That section of the Bells Mill Road beginning at a point approximately 200 feet west of its intersection with the new Washington National Pike and extending in an easterly direction a distance of approximately 1800 feet and substituting for said severed portion of said road a new road running in an easterly direction from a point approximately 200 feet west of its intersection with the new Washington National Pike and extending in an easterly direction a distance of approximately 1700 feet.

The portions of the public road to be closed are shown on a plat prepared by the said Maryland State Roads Commission and entitled "Relocation of U.S. Route 240 - Washington National Pike" - Plan showing proposed road closings - "C" line, filed in the office of the County Council of Montgomery County, Maryland, and open for inspection by the public.

WHEREFORE, the Petitioner respectfully prays that the orders of the County Council for Montgomery County issue authorizing the action requested with respect to the aforesaid portions of the public road.

MARYLAND STATE ROADS COMMISSION

By (Sgd.) Robt. O. Bonnell
Robert O. Bonnell, Chairman

(Sgd.) C. R. Pease
C. R. Pease, Secretary

Approved as to Form and
Legal Sufficiency

(Sgd.) Frederick A. Puderbaugh
Special Attorney"

"To The County Council
For Montgomery County
Rockville, Maryland

PETITION FOR THE CLOSING OF

SECTION OF GREEN TREE ROAD IN THE VICINITY OF

THE NEW WASHINGTON NATIONAL PIKE

Now comes the Maryland State Roads Commission pursuant to Section 125 of Article 25, Annotated Code of Maryland, 1951, and prays that the proper action be taken to authorize the closing of that section of Green Tree Road which is included within the following limits, that is to say:

1 - That section of Green Tree Road beginning at a point formed by the intersection of said road with the easternmost right-of-way line of the new Washington National Pike and running in a southwesterly direction to a point formed by the intersection of said road with the westernmost right-of-way line of said new Washington National Pike a distance of approximately 425 feet as shown on Exhibit I.

The portions of the public road to be closed are shown on a plat prepared by said Maryland State Roads Commission and entitled "Relocation of U.S. Route 240 - Washington National Pike" - Plan showing proposed road closings - "C" line, filed in the office of the County Council of Montgomery County, Maryland, and open for inspection by the public.

WHEREFORE, the Petitioner respectfully prays that the orders of the County Council for Montgomery County issue authorizing the action requested with respect to the aforesaid portions of the public road.

MARYLAND STATE ROADS COMMISSION

By (Sgd.) Robt. O. Bonnell
Robert O. Bonnell, Chairman

(Sgd.) C. R. Pease
C. R. Pease, Secretary

Approved as to Form and
Legal Sufficiency

(Sgd.) Frederick A. Puderbaugh
Special Attorney"

BRIDGE (KENNSINGTON)

MONTG. Co.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. L. E. McCarl (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (2)
Mr. G. N. Lewis, Jr.
Mr. H. C. Bowers (4)
Mr. A. F. Shure
Mr. C. W. Clawson
Mr. L. C. Moser
SRC-Montgomery Co.
Kensington Gr. Elim. File
Cont. M-517-6-320 FAP#UG-340(6)

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, OCTOBER 5, 1956

***

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

As submitted by A. L. Grubb, Chief, Bureau of Bridges, with his letter of September 25, 1956, Chairman Robert O. Bonnell, for and on behalf of the Commission, executed two copies of the following letter, dated May 15, 1956, from W. C. Baker, Vice-President, The Baltimore and Ohio Railroad Company, relative to the widening of existing bridge at Kensington, Maryland, carrying Md. Route 193 over tracks of said railroad, Contract M-517-6-320 FAP#UG-340(6), which amends an agreement between the State Roads Commission of Maryland and The Baltimore and Ohio Railroad Company, dated September 23, 1936:

"This refers to your proposition to widen the existing overhead bridge at Kensington, Montgomery County, Maryland (B&O Bridge No. 11-c), which bridge carries Md. 193 over the right of way and tracks of this Company's Metropolitan Branch at that location.

The Baltimore and Ohio hereby agrees and consents to the proposed widening of the said bridge by the State Roads Commission (without expense to the Railroad), upon the understanding that all of the terms, conditions and provisions of the agreement of September 23, 1936, which covered the construction and maintenance of the said overhead bridge, will apply to the widened bridge except as amended in the following particulars:

Page 1, last paragraph: It is understood that Federal Funds used for the widening shall be regular Federal Aid Urban Funds, currently available, instead of the funds mentioned in the original agreement. The current Federal Aid Project No. is UG-340(6).

Section 5 (b): Railroad is not to reimburse State for cost of any right of ways required for the widening project.

Section 12: The insurance requirements are hereby revised to be as set forth in the approved Special Provisions and Proposal Form in lieu of those shown in the agreement.

Section 15 (b): State will require its Contractor to reimburse Railroad for cost of flagmen and watchmen used for protective services.

If the aforesaid meets with your approval, will you kindly so indicate by signing and returning the attached duplicate copy of this letter."

1316
1493

~~Mr. Grasick~~
MONTGOMERY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 26, 1956.

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

On recommendation of Chief Engineer Pritchett in letter dated September 20, 1956, the following final estimate was approved for payment, this project to be maintained in accordance with provisions of agreement, dated November 8, 1954, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, The Baltimore and Ohio Railroad Company, and Montgomery County, Maryland.

Final estimate of $123,944.03 for completion of construction of Interchange at Washington National Pike (relocated US 240), B. & O. Railroad and relocated Brown Station Road, our Contract #M-485-10-320 FAP #S-563 (1) SG-563 (2), W. E. Graham Construction Company, contractor. The contract for this work was awarded September 17, 1954 and was completed on June 12, 1956. The total amount of this contract is $1,255,184.84.

Copy: Messrs. Pritchett
Hopkins
Morison
Goldeisen
McCarl
DiDomenico
Scrivener
Wannen
Grubb
Clawson
Lewis
Shure
Bowers
Moser
Secretary's File
SRC-Montgomery Co.
Reese
Robins

11/8/54
AGREEMENT
20834 — 35959
(DEED Relocated Road to Co)

Montgomery Co

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JANUARY 25, 1956
****

RIVER RD
MD 190 EXTENDED

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

On recommendation of Chief Engineer Norman M. Pritchett, as set forth in his letter of January 19, 1956 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 Montgomery County.

Final estimate of$ 28,846.37 for completion of River Road Relocation from Seneca to State Route 190, our Contract #M-495-317 FAP#S-180 (2), Richard F. Kline, contractor. The contract for this work was awarded on August 6, 1954 and was completed on September 2, 1955. The total amount of this contract is $268,288.53.

Copy: Messrs Pritchett, Hopkins, Morison, Goldeisen, Jones, DiDomenico, Scrivener, Wannen, Clawson, Lewis, Robins.
Mr. M. L. Reese, Co. Mgr. Montg. Co.
SRC-Montgomery County
Contract M-495-317 FAP#S-180(2).

JK.

M.

Memo to

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

***

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

On request of Mr. M. A. Butcher, Director of Public Works, Montgomery County, Maryland, in letter dated July 5, 1955, submitted to the Commission with letter dated October 10, 1955 from Chief Engineer Norman M. Pritchett, by Austin F. Shure, Assistant to Chief Engineer, the Commission authorized the programming of construction of 0.75 mile of the River Road Extension, including the construction of a two-span I-beam bridge over the Great Seneca Creek, at an estimated cost of $200,000.00, with the Bureau of Public Roads for improvement with Federal Aid Secondary Funds.

Copy: Mr. R. H. McCain
Mr. N. M. Pritchett
Mr. F. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. R. E. Jones
Mr. A. F. DiDomenico
Mr. F. F. Scrivener
Mr. G. N. Lewis, Jr.
Mr. A. L. Grubb
Mr. C. W. Clawson
Mr. H. C. Bowers
Mrs. G. E. Rice
Mr. M. A. Butcher
SHC-Montgomery County

Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, JULY 8, 1955
***

Present: Mr. Russell H. McCain, Chairman, and Mr. Bramwell Kelly.

On recommendation of Right of Way Engineer LeRoy C. Moser in letter to Mr. Joseph D. Buscher, Special Assistant Attorney General, dated June 9, 1955, concurred in by Mr. Buscher in memorandum to the Commission dated July 5, 1955, the Commission authorized Chairman Russell H. McCain, for and on behalf of the Commission, to sign a consent to the petition of Ralph J. Duffie, Inc., to abandonment of parts of New Hampshire Avenue and Franklin Avenue, in connection with certain previously dedicated land at that intersection, as indicated in red on a revised plat of Howard Knolls Subdivision, Montgomery County, dated July, 1954, as prepared by Maddox and Hopkins, Engineers, Silver Spring, Maryland, and approved by the Maryland National Capital Park and Planning Commission July 29, 1954.

In consideration of the area proposed to be abandoned, Ralph J. Duffie, Inc. has given the Commission an option to purchase for a nominal sum of $1.00 an area required for both the widening of New Hampshire Avenue and the relocation of Alton Road in connection with the interchange of the Washington Circumferential Highway with New Hampshire Avenue, Contract M-522-1-320.

Copy: Mr. N. M. Pritchett
Mr. J. D. Buscher
Mr. L. C. Moser
Mr. R. E. Jones
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Secretary's File
Cont. M-522-1-320
SRC-Montgomery County

Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, JANUARY 21, 1955
***

Present: Mr. Russell H. McCain, Chairman, and Mr. Bramwell Kelly.

On recommendation of the Traffic Division, as set forth in letter dated January 13, 1955 addressed to Chairman Russell H. McCain by Mr. George N. Lewis, Jr., Director, the Commission authorized establishment of a 40-mile zone along Md. 27, beginning at a point approximately 0.96 mile north of the main intersection in Damascus in Montgomery County and extending northward for a distance of approximately 0.82 mile.

Copy: Mr. N. M. Pritchett
Mr. P. A. Morison (2)
Mr. H. E. Jones
Mr. G. N. Lewis, Jr.
Mr. C. W. Clawson
Montgomery County Manager
Md. Traffic Safety Commission
Major H. M. Ridgely (2)
SPC-Montgomery County

Mr Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, DECEMBER 23, 1953

****

MD 117

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

On recommendation of Chief Engineer W.F. Childs, Jr., as set forth in his letter of December 21, 1953 to the State Roads Commission, the following final estimate was approved for payment and this section of highway accepted into the State Roads System for maintenance. 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 $1,127.25 for completion of construction of screenings foundation layer, macadam base course and penetration macadam surfacing on the Clopper Road, beginning at a point approximately 0.5 mile southeast of the intersection of State Routes #117 and 118, in Old Germantown, and extending southeasterly to Clopper for a distance of 1.870 miles, our Contract #M-464-317 FAP #S-200 (1), Richard F. Kline, contractor. The contract for this work was awarded on November 29, 1950 and was completed on December 17, 1951. The total amount of this contract is $250,556.32.

Copy Messrs Childs, Jr.
Hopkins
Morison
Goldeisen
Jones
DiDomenico
Scrivener
Wannen
Allan Lee
Lewis, Jr.
Friend
Robins
Rice
Co. Commrs. of Montgomery Co.
Cont. #M-464-317 FAP #S-200 (1)

TRANS TO COUNTY
SEE MIN. 8-14-58

Keith Parchment

Wyatt Stevens, Inc.

A DIVISION OF PARCHMENT USA

Present:- Mr. Russell A. Hogan, Chairman, Senator Robert E. Kennedy and Mr. David R. Nicholas.

On recommendation of Chief Engineer W.E. Gilles, Jr., as set forth in his letter of December 21, 1957 to the State Roads Commission, the following final estimate was approved for payment and this section of highway accepted into the State Roads System for maintenance. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes as a supplement section of the Commission.

Final estimate of $1,127,22 for completing of constructing of screening on bridge layer, remedial cure course and preparation median surface on the Cooper road, beginning at a point approximately 0.5 mile southwest of the intersection of State Route 311 and 116, in Old Dominion, and extending southwesterly to Cooper for a distance of 1.070 miles, our contract 8-[illegible]-311 [illegible] (1), Richard A. Kline, contractor. The contract for this work was awarded on November 19, 1956 and was completed on December 17, 1957. The total amount of this contract is $[illegible],[illegible].32.

Copy Sharon Curtis, Jr.
Hopkins
Jordan
Sullivan
Jones
Dillonston
Schrecker
Hanson
Allen Lee
Lewis, Jr.
Wright
Spicer
Blue
Co. Comm. of Highways Co.
Cont. M-[illegible]-311 [illegible]-[illegible] (1)

Mr. Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, DECEMBER 20, 1951
****

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

In accordance with recommendation in letter of December 13, 1951 from Chief Engineer W. F. Childs, Jr., the Commission approved the programming as a Federal Aid Secondary Project to the Bureau of Public Roads of the improvement of the River Road, EXTENDED in Montgomery County, from the end of the present improved section (Contract M-398) to Md. Route 112, near Seneca, a distance of 2.6 miles, including the construction of a bridge over Muddy Creek, with the understanding that upon completion the road is to remain in the County System.

The estimated cost is placed at $371,000.00 and County Director of Public Works Butcher, Montgomery County, has indicated that the County will provide the necessary matching funds, estimated at $204,050.00.

In his letter, Mr. Childs states: "The county authorities will acquire the necessary right of way and prepare the plans to be submitted to the Commission for approval, advertising and award of contract."

Copy: Mr. R. H. McCain
Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. Shure
Mr. E. G. Duncan
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. H. C. Bowers
Mrs. G. S. Rice
Montgomery County Council

EXCERPT FROM MINUTES OF MEETING OF COMMISSION ON APPEALS
MONTGOMERY, NOVEMBER 20, 1951

****

THE TRANSPORTATION COMMISSION

ACTION

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

In accordance with recommendation in letter of December 13, 1951 from Chief Engineer W. F. Childs, Jr., the Commission approved the programming as a Federal Aid Secondary Project to the Bureau of Public Roads of the improvement of the River Road, in Montgomery County, from the end of the present improved section (Contract R-298) to Rt. Route 112, near Sanoco, a distance of 2.6 miles, including the construction of a bridge over Muddy Creek, with the understanding that upon completion the road is to remain in the County System.

The estimated cost is placed at $272,000.00 and County Director of Public Works Buchner, Montgomery County, has indicated that the County will provide the necessary matching funds, estimated at $200,000.00.

In his letter, Mr. Childs states: "The county a thorities will acquire the necessary right of way and prepare the plans to be submitted to the Commission for approval, advertising and award of contract."

Copy: Mr. R. H. McCain
Mr. W. F. Childs, Jr.
Mr. M. D. Hopkins
Mr. F. A. Morison
Mr. C. A. Feldmann
Mr. J. F. Shore
Mr. E. D. Duncan
Mr. F. F. Sarlvener
Mr. A. T. Bidgemico
Mr. C. H. Lewis, Jr.
Mr. Allad Lee
Mr. A. L. Grubb
Mr. O. L. Hanson
Mr. H. C. Powers
Mrs. O. S. Bice
Montgomery County Commission

Sh 6 Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 27, 1950
***

CO 1261?

Present: Mr. Robert M. Reindoller, Chairman, and Mr. Russell H. McCain.

In letter dated September 22, Chief Engineer W. F. Childs, Jr. referred to request of Thos. G. Cyster and Associates, of Silver Spring, Maryland, as submitted through the office of District Engineer E. G. Duncan, for permit to construct a service road in a new development on the south side of East-West Highway, east of Grubb Road, in Montgomery County, which will encroach upon the right of way dedicated to public use by 10 ft.

Following due consideration, and in view of Mr. Childs' comment that "Under the circumstances I can see no objection to issuing a permit to Thos. G. Cyster and Associates to permit the service road to encroach upon the right of way by 10 ft., as I understand that this would be entirely outside of the construction as indicated by the 88 ft.", the Commission authorized issuance of a permit covering construction of said service road.

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison (2)
Mr. E. G. Duncan
Mr. G. N. Lewis, Jr.
Mr. A. F. Shure
Mr. L. W. Kern
Mr. Allan Lee

MONTGOMERY

MINUTES FROM MEETING OF BOARD OF SUPERVISORS OF WESTERN
CONNECTICUT, BRIDGE ST, 1400

Present: Mr. Robert N. Sorenson, Chairman, and Mr. Lawrence H. Nolan.

In letter dated September 22, Chief Engineer R. T. Smith, Jr. referred by request of Mr. G. Carter and Associates, of Silver Springs, Maryland, as submitted through the office of District Engineer C. D. Dawson, for permit to open a service road in a new development on the north side of East-West Highway. Set of drawings, in accompanying letter, will accompany the plans of any developer to public use by 10 ft.

Following due consideration, and in view of Mr. Smith's comment that "under the circumstances I can see no objection to issuing a permit to Mess. G. Carter and Associates to permit the service road to encroach upon the right of way by 10 ft., as I understand that this would be an illegal outlook of the conditions as indicated by the 10 ft.", the Commission authorized issuance of a permit covering construction of said service road.

Copy: Mr. R. T. Smith, Jr.
Mr. C. D. Dawson (3)
Mr. G. Carter
Mr. L. A. Nolan, Jr.
Mr. A. F. Mann
Mr. L. S. Sam
Mr. Allen Lee

SPC Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 20, 1950
***

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

In accordance with recommendation of Chief Engineer W. F. Childs, Jr., in letter dated September 15, the Commission authorized issuance of a permit to the Montgomery County Council, to construct a 6 ft. median divider on Wisconsin Avenue in Bethesda, from Bradley Boulevard north to the East-West Highway, with the understanding that construction be in full and complete compliance with the plans prepared by the Division of Road Design, and in accordance with our contract and specifications covering the items involved in Contract M-350.

Copy: Mr. W. F. Childs, Jr.
Mr. F. A. Morison
Mr. C. A. Goldeisen
Mr. H. G. Duncan
Mr. A. F. Shure
Mr. G. N. Lewis, Jr. ✓
Mr. Allan Lee

MONTG

Consent

MD 190

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 8, 1950

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

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of February 3, 1950 to the State Roads Commission, the following final estimate was approved for payment and the section of highway 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 $38,357.61 for completion of construction of penetration macadam surface and macadam base course on the River Road, beginning at the end of macadam road, 1½ miles North of Potomac, and extending toward Seneca for a distance of 3.377 miles, our contract #M-398-350 FAP#S-180 (1), T. Edgie Russell, contractor. The contract for this work was awarded on July 21, 1948 and was completed on July 7, 1949.

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. G. S. Rinehart
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. Montg. Co.

Md. 190 – Old Co. 204 – 3.377 Miles – H.
Inv. Needed.
Inv. Index Map O.K.
Tracing O.K.
To Be Put on Rd. Impr. Index Map.
To Be Tab. in SM + LM
To Be Checked On Tab. Sheets
To Be Checked on Rd. Life.
To Be Checked on SLD

Montgomery

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; "Wahhington 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

SRC Min

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 6, 1949
***

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

Chief Engineer W. F. Childs, Jr., under date of June 29, 1949 addressed a letter to Mr. R. M. Reindollar, Chairman, with reference to request by Mr. Blanton S. Barnett, Jr., County Engineer of Montgomery County, that the Clopper's Road be included in the Federal-Aid Secondary road program for Montgomery County in 1950. This request of Mr. Barnett was made in a letter dated June 22, 1949 and addressed to Mr. Reindollar. Mr. Childs, with his letter of June 29, returned to Mr. Reindollar this original letter, and in commenting on said request Mr. Childs states:

> "This County road is on the approved Federal-Aid Secondary System. According to the records of the Traffic Division it is a primary rural county road and ranks third among the roads in this category in Montgomery County. It is both a school bus and rural postal route. The present daily traffic is in excess of 160 vehicles and when the road is improved, it is expected that there will be a substantial increase in the present traffic volume.
>
> We recommend its approval."

According to Mr. Barnett's letter: "The total length of the proposed project is 1.8 miles to be of crushed stone aggregate base and surface, 18 feet in width with two bridges, one 16 foot and one double 46 foot span concrete bridge of 24 feet clear roadway. - - Plans for this construction are approximately 60% complete, and upon completion will be submitted to the State Roads Commission for approval."

The Commission, in consideration of the fact that funds will be forthcoming for the completion of this project, and that it will be constructed to the specified requirements for adoption into the State system of highways, approved the request of Mr. Barnett as recommended by Chief Engineer W. F. Childs, Jr.

Copy: Mr. R. M. Reindollar
Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. G. S. Rinehart
Mr. A. F. Shure
Mr. E. G. Duncan
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. A. L. Crubb
Mr. C. L. Wannen
Mr. H. C. Bowers
Mrs. G. S. Rice
Co. Commrs. Montg. Co.

See Lewis

SRC Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 7, 1948

***

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

Under date of March 8, 1948, Mr. Oliver W. Youngblood, Commissioner, Board of County Commissioners for Montgomery County, Silver Spring, Maryland, addressed a letter to Chairman R. M. Reindollar, in which the request is made by the said Board of County Commissioners "that the two-tenths of a mile of road, namely, the East-West Highway from Georgia Avenue to about Newell Court, which is now maintained by the county, be placed under the State Road System for maintenance to conform with the remainder of East-West Highway."

This matter was referred to the Engineering Department for review and recommendation, and following inspection of this section of road by the Traffic Division, Chief Engineer William F. Childs, Jr. transmitted copy of letter of March 30 from Mr. G. N. Lewis, Jr., Director of the Traffic Division, with his letter of April 5, 1948, addressed to Chairman R. M. Reindollar, in which letter Mr. Childs makes the following statement and recommendation:

"The distance along the East-West Highway from Wisconsin Avenue to Georgia Avenue is 4.269 miles, including 0.230 miles of county road, which is on the Georgia Avenue end. According to the inventory of this highway by the Traffic Division, the widths and types of existing road, proceeding from Wisconsin Avenue to Georgia Avenue, are as follows:

0.307	miles	of	36'	concrete	
0.163	"	"	20'	"	, plus 12' mixed in place bituminous
0.520	"	"	30'	"	
0.148	"	"	40'	"	
2.312	"	"	20'	"	, plus 16' mixed in place bituminous
0.589	"	"	20'	"	
0.230	"	"	20'	"	- county road.

The contract has been awarded to the T. Edgie Russell Company for the widening of 2.25 miles of road, including the county section. I recommend that the road be accepted as a part of the State Highway system as requested by the County Commissioners of Montgomery County."

Following review of this matter, and upon motion duly made and se-
[illegible]ed, the Commission concurred in Chief Engineer Childs' recommendation and
[illegible]ed to accept for maintenance as a part of the State Highway System the 0.2
[illegible] section of county road in Montgomery County which forms a part of the
[illegible]t-West Highway between Wisconsin Avenue and Georgia Avenue and is on the
[illegible]gia Avenue end, and directed that the Board of County Commissioners for
[illegible]tgomery County be advised of this action.

Mr. [illegible] M. Reindollar
Mr. E. G. Duncan
Mr. C. L. Wannen
Mr. G. N. Lewis, Jr.
Commrs. for Mont. Co.

Mr. W. F. Childs, Jr.
Mr. F. P. Scrivener
Mr. Allan Lee
Mr. J. L. Mintiens

See Lewis

S.R.C. Minutes

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 7, 1948

***

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

Under date of March 8, 1948, Mr. Oliver W. Youngblood, Commissioner, Board of County Commissioners for Montgomery County, Silver Spring, Maryland, addressed a letter to Chairman R. M. Reindollar, in which the request is made by the said Board of County Commissioners "that the two-tenths of a mile of road, namely, the East-West Highway from Georgia Avenue to about Newell Court, which is now maintained by the county, be placed under the State Road System for maintenance to conform with the remainder of East-West Highway."

This matter was referred to the Engineering Department for review and recommendation, and following inspection of this section of road by the Traffic Division, Chief Engineer William F. Childs, Jr. transmitted copy of letter of March 30 from Mr. G. N. Lewis, Jr., Director of the Traffic Division, with his letter of April 5, 1948, addressed to Chairman R. M. Reindollar, in which letter Mr. Childs makes the following statement and recommendation:

"The distance along the East-West Highway from Wisconsin Avenue to Georgia Avenue is 4.269 miles, including 0.230 miles of county road, which is on the Georgia Avenue end. According to the inventory of this highway by the Traffic Division, the widths and types of existing road, proceeding from Wisconsin Avenue to Georgia Avenue, are as follows:

0.307	miles	of	36'	concrete	
0.163	"	"	20'	"	, plus 12' mixed in place bituminous
0.520	"	"	30'	"	
0.148	"	"	40'	"	
2.312	"	"	20'	"	, plus 16' mixed in place bituminous
0.589	"	"	20'	"	
0.230	"	"	20'	"	- county road.

The contract has been awarded to the T. Edgie Russell Company for the widening of 2.25 miles of road, including the county section. I recommend that the road be accepted as a part of the State Highway system as requested by the County Commissioners of Montgomery County."

Following review of this matter, and upon motion duly made and se-
nd, the Commission concurred in Chief Engineer Childs' recommendation and
ee to accept for maintenance as a part of the State Highway System the 0.2
4 section of county road in Montgomery County which forms a part of the
t-West Highway between Wisconsin Avenue and Georgia Avenue and is on the
gia Avenue end, and directed that the Board of County Commissioners for
tomery County be advised of this action.

Mr. R. M. Reindollar
Mr. E. G. Duncan
Mr. C. L. Wannen
Mr. G. N. Lewis, Jr.
Comm. for Mont. Co.

Mr. W. F. Childs, Jr.
Mr. F. P. Scrivener
Mr. Allan Lee
Mr. J. L. Mintiens

Rds accepted into St. Hwy System

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, OCTOBER 1, 1946

Present: Mr. Robert M. Reindollar, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

Chief Engineer Wilson T. Ballard, in a letter addressed to the State Roads Commission under date of September 25, 1946, refers to a letter dated August 20 which he had received from Mr. Willard F. Day, County Supervisor for the Board of County Commissioners of Montgomery County, which letter confirms his discussion with the Commission on Thrusday, August 15, 1946.

> "at which time Mr. Day expressed the desire of the County Commissioners to plan for the disposition of the Federal-aid Secondary Funds for highway construction to the extent of the first year only, and that his Board recommends construction of what is known by it as Project 109, the River Road in Montgomery County."

It is understood that work will begin at the west end of the State improvement on the River Road, which point is located a short distance west of Potomac, and proceed therefrom in a westerly direction until the proposed relocation at Watts Creek is reached. There will be a gap provided in the proposed improvement at this point of sufficient length "to permit the construction of the bridge and the approaches thereto at a later date, beginning again, however, with the construction on the west side of the bridge and its approaches and continuing westerly until the sum of $130,000 (the Federal-aid and County Bond Funds for the first year) is used up."

According to Mr. Ballard, this project forms a part of the approved Montgomery County Secondary System, and he thinks that it should, therefore, in accordance with the recommendations of the Traffic Division, be eligible for acceptance into the State Highway System when completed. Mr. Ballard continues with the following statement:

> "Arrangements have been made with the County whereby its Engineering Department will make its own surveys, prepare its plans, and acquire the necessary rights of way for the work proposed with Federal and County funds, so I have in a letter, which bears the date of August 23, requested the submission to this office of completed plans and all details necessary for submission to the Public Roads Administration and presentation to the contractors for bids."

After consideration of the information conveyed by Mr. Ballard, as above noted, the Commission, upon motion duly made and seconded, for the purpose of record approved the aforesaid part program as presented by Mr. Willard F. Day, County Supervisor, However, with respect to the existing bridge and approaches along this road at Watts Creek, Montgomery County is to maintain the said bridge and approaches with County funds and later replace said bridge and approaches with County funds before the State Roads Commission will accept it as a part of the State Highway System.

Copy: Mr. R. M. Reindollar
Mr. E. G. Duncan
Mr. W. A. Codd
Mr. W. T. Ballard
Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. A. F. Shure
Mr. L. A. Kahn
Mrs. Rice
Co. Commrs. of Mont. Co.

Montgomery County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, OCTOBER 1, 1946

Present: Mr. Robert M. Reindollar, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

Chief Engineer Wilson T. Ballard, in a letter addressed to the State Roads Commission under date of September 25, 1946, refers to a letter dated August 20 which he had received from Mr. Willard F. Day, County Supervisor for the Board of County Commissioners of Montgomery County, which letter confirms his discussion with the Commission on Thrusday, August 15, 1946.

> "at which time Mr. Day expressed the desire of the County Commissioners to plan for the disposition of the Federal-aid Secondary Funds for highway construction to the extent of the first year only, and that his Board recommends construction of what is known by it as Project 109, the River Road in Montgomery County."

It is understood that work will begin at the west end of the State improvement on the River Road, which point is located a short distance west of Potomac, and proceed therefrom in a westerly direction until the proposed relocation at Watts Creek is reached. There will be a gap provided in the proposed improvement at this point of sufficient length "to permit the construction of the bridge and the approaches thereto at a later date, beginning again, however, with the construction on the west side of the bridge and its approaches and continuing westerly until the sum of $130,000 (the Federal-aid and County Bond Funds for the first year) is used up."

According to Mr. Ballard, this project forms a part of the approved Montgomery County Secondary System, and he thinks that it should, therefore, in accordance with the recommendation of the Traffic Division, be eligible for acceptance into the State Highway System when completed. Mr. Ballard continues with the following statement:

> "Arrangements have been made with the County whereby its Engineering Department will make its own surveys, prepare its plans, and acquire the necessary rights of way for the work proposed with Federal and County funds, so I have in a letter, which bears the date of August 23, requested the submission to this office of completed plans and all details necessary for submission to the Public Roads Administration and presentation to the contractors for bids."

After consideration of the information conveyed by Mr. Ballard, as above noted, the Commission, upon motion duly made and seconded, for the purpose of record approved the aforesaid part program as presented by Mr. Willard F. Day, County Supervisor, However, with respect to the existing bridge and approaches along this road at Watts Creek, Montgomery County is to maintain the said bridge and approaches with County funds and later replace said bridge and approaches with County funds before the State Roads Commission will accept it as a part of the State Highway System.

Copy: Mr. R. M. Reindollar
Mr. E. G. Duncan
Mr. W. A. Codd
Mr. W. T. Ballard
Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. A. F. Shure
Mr. L. A. Kahn
Mrs. Rice
Co. Commrs. of Mont. Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, SEPTEMBER 11, 1945
***

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

Following a request from The Town of Takoma Park, Maryland, and upon recommendation of Assistant Chief Engineer Reindollar, the Commission voted to establish "NO PARKING between 7 a.m. and 7 p.m. along the west side of Carroll Avenue between Grant Avenue and Tulip Avenue", and to erect appropriate signs restricting parking within this area between the hours named.

Copy: Mr. W. T. Ballard
Mr. R. M. Reindollar
Mr. E. G. Duncan
Mr. W. F. Childs, Jr.

COPY

M.W.C.

EXTRACT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, SEPTEMBER 11, 1945
***

Present: Mr. Jere B. Whitman, Chairman, Messrs. P. Nelson Webb and Russell H. McCain.

Following a request from the Town of Takoma Park, Maryland, and upon recommendation of Assistant Chief Engineer Reinhollar, the Commission voted to establish "NO PARKING between 7 a.m. and 7 p.m. along the west side of Carroll Avenue between Grant Avenue and Tulip Avenue", and to erect appropriate signs restricting parking within this area between the hours named.

Copy: Mr. W. T. Ballard
Mr. R. M. Reinhollar
Mr. L. E. Duncan
Mr. W. F. Child, Jr.

COPY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, SEPTEMBER 11, 1945
***

Present: Mr. Ezra B. Whitman, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

Following a request from The Town of Takoma Park, Maryland, and upon recommendation of Assistant Chief Engineer Reindollar, the Commission voted to establish "NO PARKING between 7 a.m. and 7 p.m. along the west side of Carroll Avenue between Grant Avenue and Tulip Avenue", and to erect appropriate signs restricting parking within this area between the hours named.

Copy: Mr. W. T. Ballard
Mr. R. M. Reindollar
Mr. E. G. Duncan
Mr. W. F. Childs, Jr.

COPY

TRAFFIC DIVISION
STATE ROADS COMMISSION

INTEROFFICE CORRESPONDENCE

To: Mr. G. W. Cassell, Date: June 24, 1942.

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

Subject: S. R. C. Minutes

Following is excerpt from minutes of meetint of the State Roads Commission - Tues. June 16, 1942:

"Chief Engineer Wilson T. Ballard reported to the Commission by letter, dated June 9, 1942, that the Road Engineering Department of Montgomery County has completed the Laytonsville - Unity Road, Contract M-361-350, and that District Engineer Duncan advised that the road had been constructed in accordance with the plans and specifications of the Commission, that final inspection has been made by him and road found to be in satisfactory condition for acceptance."

"The plans for the proposed improvement were approved by the Engineer of Surveys on July 30, 1941, and they made provision for a macadam road having a length of 1.22 miles, having a surfacing width of 16' and built up by the use of 3½" of macadam base course and 2½" of penetration macadam surface course, with an overall width of grading of 36' and a right of way width of 40', plus the necessary supporting slopes."

"Mr. Ballard states that since the procedure has been in accordance with the requirements under Cahpter 888 of the Acts of the 1941 Legislature, he recommends the formal acceptance of the highway for maintenance as part of the State Road System. The Commission concurred in this recommendation of the Chief Engineer."

Wm. F. Childs, Jr.,
Director.

D
cc: Road Inventory Revision
County Road Projects - Montgomery Co.

copy made for Admin. minute file

TRAFFIC DIVISION
STATE ROADS COMMISSION

INTEROFFICE CORRESPONDENCE

To: Mr. G. W. Cassell, Date: June 24, 1942.

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

Subject: S. R. C. Minutes

Following is excerpt from minutes of meeting of the State Roads Commission of Tues. June 16, 1942:

"Chief Engineer Wilson T. Ballard reported to the Commission by letter, dated June 9, 1942, that the Montgomery County Road Engineering Department has completed the Derwood - Redlands Road, Contract M-352, and that District Engineer Duncan reports, under date of June 2, that the road was constructed in accordance with our plans and specifications, and his final inspection reveals that the work was completed in a satisfactory manner and that the highway is in a suitable condition for acceptance."

"The plans for the proposed improvement were approved by the Engineer of Surveys under date of October 8, 1940, and Mr. Ballard states that since the County Authorities have therefore complied with all of the requirements under Chapter 888 of the Legislative Acts of 1941, he recommends that this road be accepted for maintenance as a part of the State Roads System. This recommendation of the Chief Engineer was concurred in by the Commission."

"The length of this contract is 1.38 miles, constructed of macadam 16' in width, having a 5" bituminous treated base and a 2" bituminous road mixed surface course. The overall width of grading is 36', and acquired right of way width is 40' plus the necessary slopes.

Wm. F. Childs, Jr.,
Director.

D

cc: Road Inventory Revision Data
County Rd. Projects - Montgomery Co.

cfy made for S.R.C. minute file

JUN 23 1942

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JUNE 16, 1942
***

Mont

MD 688

Present: Messrs. P. Watson Webb and W. Frank Thomas.

Chief Engineer Wilson T. Ballard reported to the Commission by letter, dated June 9, 1942, that the Montgomery County Road Engineering Department has completed the Derwood - Redlands Road, Contract M-352, and that District Engineer Duncan reports, under date of June 2, that the road was constructed in accordance with our plans and specifications, and his final inspection reveals that the work was completed in a satisfactory manner and that the highway is in a suitable condition for acceptance.

The plans for the proposed improvement were approved by the Engineer of Surveys under date of October 8, 1940, and Mr. Ballard states that since the County Authorities have therefore complied with all of the requirements under Chapter 888 of the Legislative Acts of 1941, he recommends that this road be accepted for maintenance as a part of the State Roads System. This recommendation of the Chief Engineer was concurred in by the Commission.

The length of this contract is 1.38 miles, constructed of macadam 16' in width, having a 5" bituminous treated base and a 2" bituminous road mixed surface course. The overall width of grading is 36', and acquired right of way width is 40' plus the necessary slopes.

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

TRANSFERRED BACK TO COUNTY
SEE MIN. 8-14-58

JUN 23 1942

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JUNE 16, 1942
***

Mont

Present: Messrs. P. Watson Webb and W. Frank Thomas.

Chief Engineer Wilson T. Ballard reported to the Commission by letter, dated June 9, 1942, that the Road Engineering Department of Montgomery County has completed the Laytonsville - Unity Road, Contract M-361-350, and that District Engineer Duncan advised that the road has been constructed in accordance with the plans and specifications of the Commission, that final inspection has been made by him and the road found to be in satisfactory condition for acceptance.

MD 701
CHANGED TO
MD 420
Letter
2-28-51

The plans for the proposed improvement were approved by the Engineer of Surveys on July 30, 1941, and they made provision for a macadam road having a length of 1.22 miles, having a surfacing width of 16' and built up by the use of 3½" of macadam base course and 2½" of penetration macadam surface course, with an overall width of grading of 36' and a right of way width of 40', plus the necessary supporting slopes.

Mr. Ballard states that since the procedure has been in accordance with the requirements under Chapter 888 of the Acts of the 1941 Legislature, he recommends the formal acceptance of the highway for maintenance as part of the State Road System. The Commission concurred in this recommendation of the Chief Engineer.

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

JUN 23 1942

JUL - 8 1939

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 21, 1939
***

FIRST ST. ROCKVILLE

Present: Mr. Ezra B. Whitman, Chairman, Mr. P. Watson Webb and Senator J. Glenn Beall.

At the meeting of June 7, Chief Engineer Smith discussed with the Members of the Commission a letter which he had received from the County Commissioners of Montgomery County, dated June 2, 1939, relative to the improvement of First Street in Rockville, "County Route 33-1". Quoting from the letter of the County Commissioners -

> "The Commissioners realizing this road is now the connecting link between Route 28 and the Viers Mill Road, both of which are arterial highways, feel that this stretch should be taken into the arterial highway system since, as you know, Route 28 is cut off at the railroad. Recently a marker has been placed on First Street designating it as Route 28."

The matter was discussed at some length, following which, the Commission instructed Chief Engineer Smith to advise the County Commissioners of Montgomery County that the State Roads Commission will temporarily take over the maintenance of First Street from the Viers Mill Road to the Rockville - Norbeck Road and keep this road in satisfactory condition for traffic, but, as the plans of the Commission provide for a more direct connection between the Viers Mill Road and the Norbeck Road at a point some distance northeast of First Street, that, as soon as the new roadway has been completed and opened to traffic, the Commission will return First Street to the County Commissioners for maintenance as a part of the County Road System of Montgomery County.

Chief Engineer Smith, by letter dated June 8, so advised the County Board, and at this meeting a letter dated June 15, 1939, addressed to Chief Engineer Smith by the Board of County Commissioners, states that the said Board, at its regular meeting of June 13, agreed to accept the proposal of the Commission as set forth in Chief Engineer Smith's letter of June 8 addressed to the said Board. Following the reading of this letter to the Commission, the Chief Engineer was authorized and directed to make such arrangement as may be necessary to take over and temporarily maintain First Street, Rockville, until the completion of the proposed connection referred to above, after which the Commission, upon notification by the Chief Engineer, will take such further action as may be necessary to return First Street to the County Commissioners for maintenance.

Copy to: Mr. N. L. Smith
Mr. A. F. Shure
Mr. W. A. Codd
Mr. W. F. Childs, Jr.

Removed from map when goods clear. Structure not added according to WRD
MB 7/18/39

Removed from map
when road was
straight was a bridge
crossing it [illegible]
[illegible]

JAN 23 1939

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JANUARY 18, 1939
***

Present: Senator J. Glenn Beall, Chairman, Messrs. Elmer R. Jarboe and George F. Obrecht, Sr.

A letter from Chief Engineer Smith, dated January 13, 1939, addressed to the Commission, was read at this meeting and for the purpose of record is herewith set forth.

"On November 2, the County Commissioners for Montgomery County asked that the roads within and adjoining Northwood Park and the First and Second Additions thereto be taken over by the State Roads Commission for maintenance from the 1½¢ Gasoline Tax. On November 25, District Engineer Duncan submitted a report to the effect that to put these roads which are of gravel construction in adequate condition without changing the type of surface, would involve an expense of about $900, whereas to provide a 3-inch penetration macadam surface course would cost around $12,000.

This information was sent to the County Commissioners and I am today in receipt of advice from Mr. Ira C. Whitacre, Clerk to that Board, authorizing the expenditure of $900 to put the roads in condition.

I, therefore, recommend that they be taken over as part of the County System and the repairs as listed made as soon as weather conditions permit."

Acting on the recommendation of Chief Engineer Smith, as above set forth, which recommendation, as indicated, is based on the recommendation of the County Commissioners of Montgomery County expressed in a letter dated January 12, 1939 addressed to Chief Engineer Smith and signed by Ira C. Whitacre, Clerk to County Commissioners, the Commission voted to take over for maintenance as a part of the County Road System of Montgomery County the roads referred to in the above letter, and to expend the sum of $900 "to put these roads in proper condition".

As a matter of information, the following general description of the roads intended to be improved is taken from District Engineer E. G. Duncan's letter of November 25, 1938 addressed to Chief Engineer Smith.

"The several roads and streets of Northwood Park, Montgomery County, constitute 1.2 miles of surface treated gravel roads and 0.1 mile plain gravel road. The average graded width is 24 feet and the average surfaced width is 20 feet. It has been determined by examining the surface that the average depth of gravel including the bituminous mat is 4½ inches with a minimum depth of 3½ inches

and a maximum depth of 5½ inches. The average thickness of the bituminous mat is 1 inch with a minimum thickness of 3/4 inch and a maximum thickness of 1½ inches. The dedicated rights of way vary from 50 feet to 60 feet and are indicated on the plan."

The several roads and streets referred to in the description given by Mr. Duncan are the following:

1420 Clark Street
Edgewood Avenue (Southwood to Northwood Ave.)
Edgewood Avenue (Northwood Ave. to MaVa Hwy.)
Northwood Avenue
Woodridge Avenue
Eastwood Avenue (Colesville Road to Northwood Ave.)
Eastwood Avenue (Northwood Ave. to MaVa Hwy.)

Copy to: Mr. H. L. Smith
Mr. W. A. Godd
Mr. A. F. Shure
Mr. W. F. Childs, Jr.

Corrected on Base Map 1937
Not shown on subdivision

EXCERPT FROM MINUTES OF MEETING OF STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 14, 1938

Present: Senator J. Glenn Beall, Chairman, and Messrs. Elmer R. Jarboe and Frank F. Luthardt.

The following Resolution was formally adopted by the Commission:

WHEREAS, under an Agreement dated the 8th day of April, 1938, by and between the State Roads Commission and The Baltimore and Ohio Railroad Company, provision was made for the elimination of a grade crossing at Rockville, in Montgomery County, Maryland, and a substitution therefor of an overhead crossing and approaches pursuant to the terms of said Agreement, and

WHEREAS the work called for in the said Agreement has now been practically completed and the new structure about ready to be opendd to traffic,

BE IT THEREFORE RESOLVED That pursuant to the matters and facts set forth and the terms of the Agreement above referred to, that the grade crossing of the State Highway which previously existed across the right of way and tracks of The Baltimore and Ohio Railroad Company at Rockville is hereby ordered to be legally vacated, abandoned and closed the 30th day of September, 1938, and the engineers of the Commission are directed to physically close and obstruct the same on that date.

Mont.

EXCERPT FROM MINUTES OF MEETING OF STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 14, 1938

Members: Senator J. Glenn Beall, Chairman, and Messrs. Albert H. Jarrow and Frank T. Lubkert.

The following Resolution was formally adopted by the Commission:

WHEREAS, under an Agreement dated the 8th day of April, 1938, by and between the State Roads Commission and The Baltimore and Ohio Railroad Company, provision was made for the elimination of a grade crossing at Rockville, in Montgomery County, Maryland, and a substitution therefor of an overhead crossing and approaches pursuant to the terms of said Agreement; and

WHEREAS the work called for in the said Agreement has been practically completed and the new structure about ready to be opened to traffic;

NOW, IT THEREFORE RESOLVED that pursuant to the authority and limitations set forth and the terms of the Agreement above referred to, that the grade crossing of the state highway which previously existed across the right of way and tracks of the Baltimore and Ohio Railroad Company at Rockville is hereby ordered to be legally vacated, abandoned and closed the 20th day of September, 1938, and the mileages of the Commission are directed to properly close and omit the same on that date.

EXCERPT FROM MINUTES OF MEETING OF STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 14, 1938

Present: Senator J. Glenn Beall, Chairman, and Messrs. Elmer R. Jarboe and Frank F. Luthardt.

The following Resolution was formally adopted by the Commission:

WHEREAS, under an Agreement dated the 8th day of April, 1938, by and between the State Roads Commission and The Baltimore and Ohio Railroad Company, provision was made for the elimination of a grade crossing at Rockville, in Montgomery County, Maryland, and a substitution therefor of an overhead crossing and approaches pursuant to the terms of said Agreement, and

WHEREAS the work called for in the said Agreement has now been practically completed and the new structure about ready to be opened to traffic,

BE IT THEREFORE RESOLVED That pursuant to the matters and facts set forth and the terms of the Agreement above referred to, that the grade crossing of the State Highway which previously existed across the right of way and tracks of The Baltimore and Ohio Railroad Company at Rockville is hereby ordered to be legally vacated, abandoned and closed the 30th day of September, 1938, and the engineers of the Commission are directed to physically close and obstruct the same on that date.

Mont.

EXCERPT FROM MINUTES OF MEETING OF STATE ROADS COMMISSION
WEDNESDAY, AUGUST 10, 1938

Present: Senator J. Glenn Beall, Chairman, and Mr. Elmer R. Jarboe.

The following resolution was adopted by the Commission:

WHEREAS, under an Agreement dated the 23rd day of September, 1936, by and between the State Roads Commission and The Baltimore and Ohio Railroad Company, provision was made for the elimination of a grade crossing at Kensington, in Montgomery County, Maryland, and a substitution therefor of an overhead crossing and approaches pursuant to the terms of said agreement, and

WHEREAS the work called for in the said Agreement has now been fully completed and the new structure opened to traffic,

BE IT THEREFORE RESOLVED That pursuant to the matters and facts set forth and the terms of the Agreement above referred to, that the grade crossing of the State Highway which previously existed across the right of way and tracks of the Baltimore and Ohio Railroad Company at Kensington, be and the same is hereby legally vacated, abandoned and closed and the engineers of the Commission are directed to physically close and obstruct the same.

EXCERPT FROM MINUTES OF MEETING OF STATE ROADS COMMISSION
WEDNESDAY, AUGUST 10, 1938

Present: Senator J. Glenn Beall, Chairman, and Mr. Elmer S. Jenkins.

The following resolution was adopted by the Commission:

WHEREAS, under an Agreement dated the 23rd day of September, 1938, by and between the State Roads Commission and The Baltimore and Ohio Railroad Company, provision was made for the elimination of a grade crossing at Kensington, in Montgomery County, Maryland, and a substitution therefor of an overhead crossing and approaches pursuant to the terms of said agreement, and

WHEREAS the work called for in the said Agreement has now been fully completed and the new structure opened to traffic,

BE IT THEREFORE RESOLVED that pursuant to the matters and facts set forth and the terms of the Agreement above referred to, that the grade crossing of the State Highway which previously existed across the right of way and tracks of the Baltimore and Ohio Railroad Company at Kensington, be and the same is hereby legally vacated, abandoned and closed and the engineers of the Commission are directed to physically close and obstruct the same.

EXCERPT FROM MINUTES OF MEETING OF STATE ROADS COMMISSION
WEDNESDAY, AUGUST 10, 1938

Present: Senator J. Glenn Beall, Chairman, and Mr. Elmer R. Jarboe.

The following resolution was adopted by the Commission:

WHEREAS, under an Agreement dated the 23rd day of September, 1936, by and between the State Roads Commission and The Baltimore and Ohio Railroad Company, provision was made for the elimination of a grade crossing at Kensington, in Montgomery County, Maryland, and a substitution therefor of an overhead crossing and approaches pursuant to the terms of said agreement, and

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EXCERPT FROM

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