WASHINGTON COUNTY
STATE ROADS COMMISSION MINUTES
STATE HIGHWAY ADMINISTRATION
MEMORANDUMS OF ACTION

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

December 6, 2010

Gregory I. Slater, Director – Office of Planning and Preliminary Engineering executed a Road Transfer Agreement dated October 29, 2010 between the State Highway Administration and the Board of County Commissioners of Washington County, Maryland, relative to the transfer of the following described section of roadway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadway to the County will be upon the date of the executed Road Transfer Agreement.

State Highway Administration to Washington County, Maryland:

CO936 MD Route 68 (Portion of SHA right of way adjacent to and into the bed of Houck Avenue) – From MD 68 at Houck Avenue (CO 936) running northeasterly for a total distance of approximately 139.47 feet plus or minus and containing a total area of 0.06 acres more or less.

Total length of roadway to the County---------- 139.47 feet plus or minus.

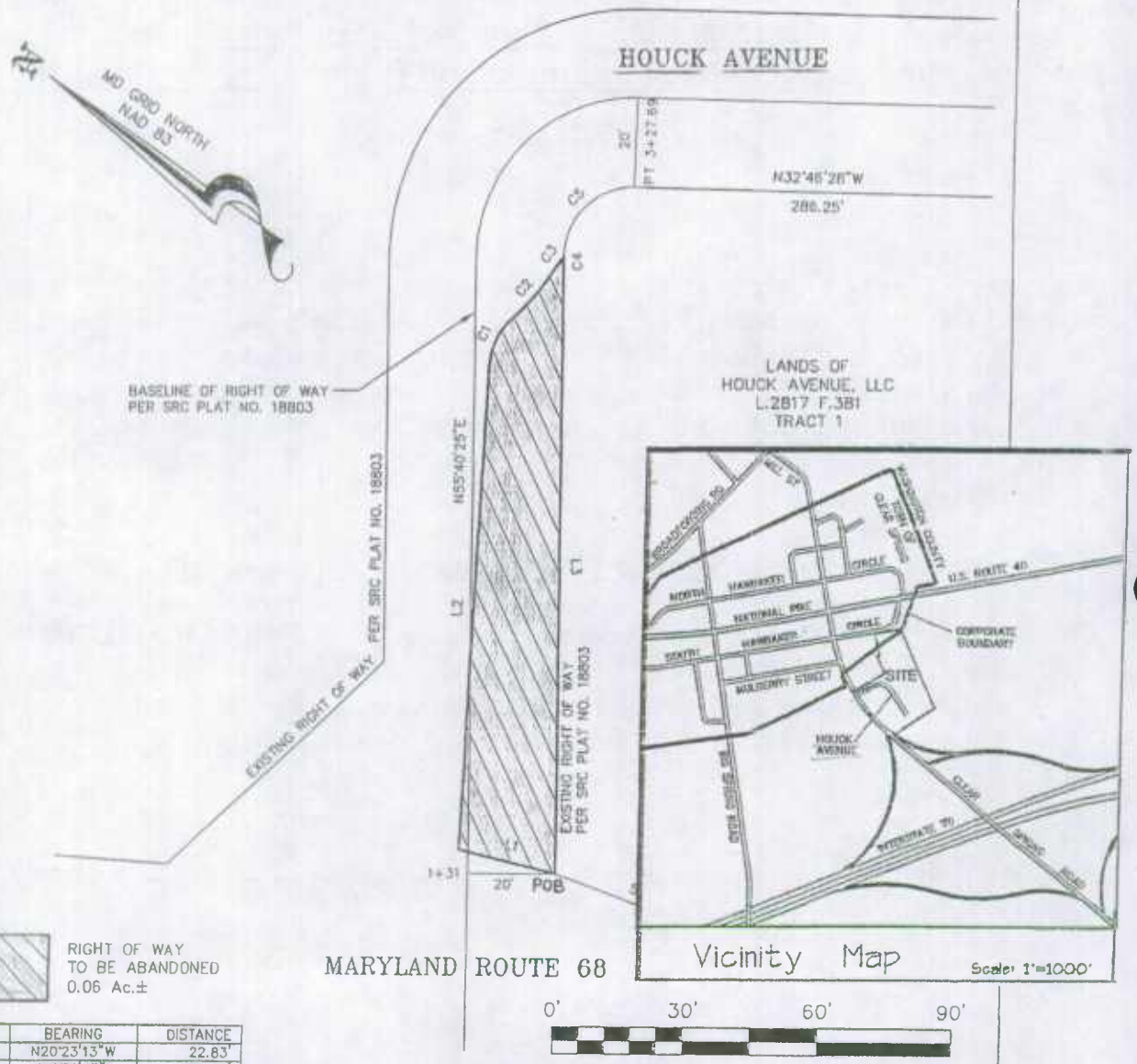
Item No.: 43517

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

Exhibit

RIGHT OF WAY ABANDONMENT PLAT FOR A PORTION OF HOUCK AVENUE CLEAR SPRING, MD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	15.81'	25.09'	22.54'	N78°13'55"W	90°54'59"



RIGHT OF WAY TO BE ABANDONED 0.06 Ac.±

LINE	BEARING	DISTANCE
L1	N20°23'13"W	22.83'
L2	N58°31'43"E	109.90'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	12.09'	11.77'	N81°37'19"E	46°11'13"
C2	50.00'	15.10'	15.04'	S83°56'05"E	17°18'01"
C3	15.00'	2.95'	2.95'	S86°56'40"E	11°16'51"
C4	15.81'	0.18'	0.18'	S55°59'30"W	0°38'11"

LINE	BEARING	DISTANCE
L3	S55°40'25"W	139.47'

TAX MAP 34 DISTRICT 4

DRAWING NUMBER 1 OF 1

DRAWN BY: M. Cessna DATE: 3/31/08

CHECKED BY: DATE:

SCALE: 1" = 30'

FREDERICK SEIBERT & ASSOCIATES, INC. ©2008

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS
128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740
10 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225
(301) 791-3850 (301) 416-7476 (717) 597-1007 FAX (301) 739-4058

JOB NUMBER 5392.0

P:\Projects\5392\DWG\Subdivision\ROW Abandon.dwg, 4/1/2008 1:14:11 PM,

S. H. A.

Mr. S. Ade
Mr. M. Baxter
Mr. W. E. Brauer, III
Mr. G. Cooley
Mr. M. Flack
Mr. S. Foster
Mr. E. Freedman
Mr. D. German
Mr. B. Grey
Mr. B. Smith
Mr. M. Haley
Mr. T. Hicks
Ms. C. Kennedy
Mr. K. McClelland
Mr. J. Miller
Ms. J. Miller
Mr. N. Pedersen
Mr. K. Powers
Mr. G. Welker
Ms. R. Rymer
Mr. G. Slater
Mr. B. Smith
Mr. A. Crawford
Ms. R. M. Harden
Mr. G. Shank

THE BOARD OF COUNTY COMMISSIONERS OF

WASHINGTON COUNTY, MARYLAND

Mr. John F. Barr, President

Mr. Kirk C. Downey
Assistant County Attorney

Mr. Joseph Kroboth, Director
Division of Public Works

Ms. Vicki C. Lumm, Clerk

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

State Highway Administration
Driven to Excel

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

MARYLAND DEPARTMENT OF TRANSPORTATION

MEMORANDUM

RECEIVED
AUG 22 2006
HIGHWAY INFORMATION
SERVICES DIVISION

TO: Mr. Robert N. French, Jr., Chief
Director's Senior Engineering Staff
Office of Traffic & Safety

FROM: Richard D. Baker, Jr., Section Chief
Traffic Control Device Inspection Section
Traffic Operations Division

DATE: August 17, 2006

SUBJECT: Transfer of Signal Maintenance

Please be advised that effective August 21, 2006, at 12:01 am, the following signals will be maintained by the City of Hagerstown.

- 21004033.81 US 40 (National Pike) at Centre Blvd. – Washington County
- 21004034.64 US 40 (National Pike) at MD 910 C (Western Maryland Parkway) – Washington County

These signals were previously maintained by the State Highway Administration.

RDB/GGD/dg

cc: Mr. Michael Baxter
Mr. John Concannon
Mr. David Coyne
Mr. Robert Cunningham
Mr. George Dedoulis
Mr. Woodrow J. Hood, III
MSP Field Ops. Chief
Mr. John McCormack, III
Mr. Edward Paulis
Mr. Edward Rodenhizer
Mr. Robert Snyder
Mr. Rodney Tissue
File

410-787-7643

My telephone number/toll-free number is _____
Fax: _ 410.787.4082, _ 410.553.6399, _ 410.582.9469, _ 410.787.5823, _ 410.787.2863, _ 410.787.3798
Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free
Street Address: 7491Connelley Drive • Hanover, Maryland 21076 • *Phone* 410.787.5800 • www.marylandroads.com

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 DOUGLAS SIMMONS
DIRECTOR – OFFICE OF PLANNING AND PRELIMINARY
ENGINEERING

May 12, 2003

Douglas Simmons, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated April 14, 2003 between the State Highway Administration and The Mayor and Council of Keedysville, a Municipal Corporation relative to the transfer of the following described section of road and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the roadway to the Town is the date of the road transfer agreement.

State Highway Administration to The Mayor and Council of Keedysville, a Municipal Corporation located in Washington County, Maryland:

MD Route 34A (North Main Street) – From MD Route 845A (Keedy Drive/North Main Street) to Road End, a total distance of 0.13± mile

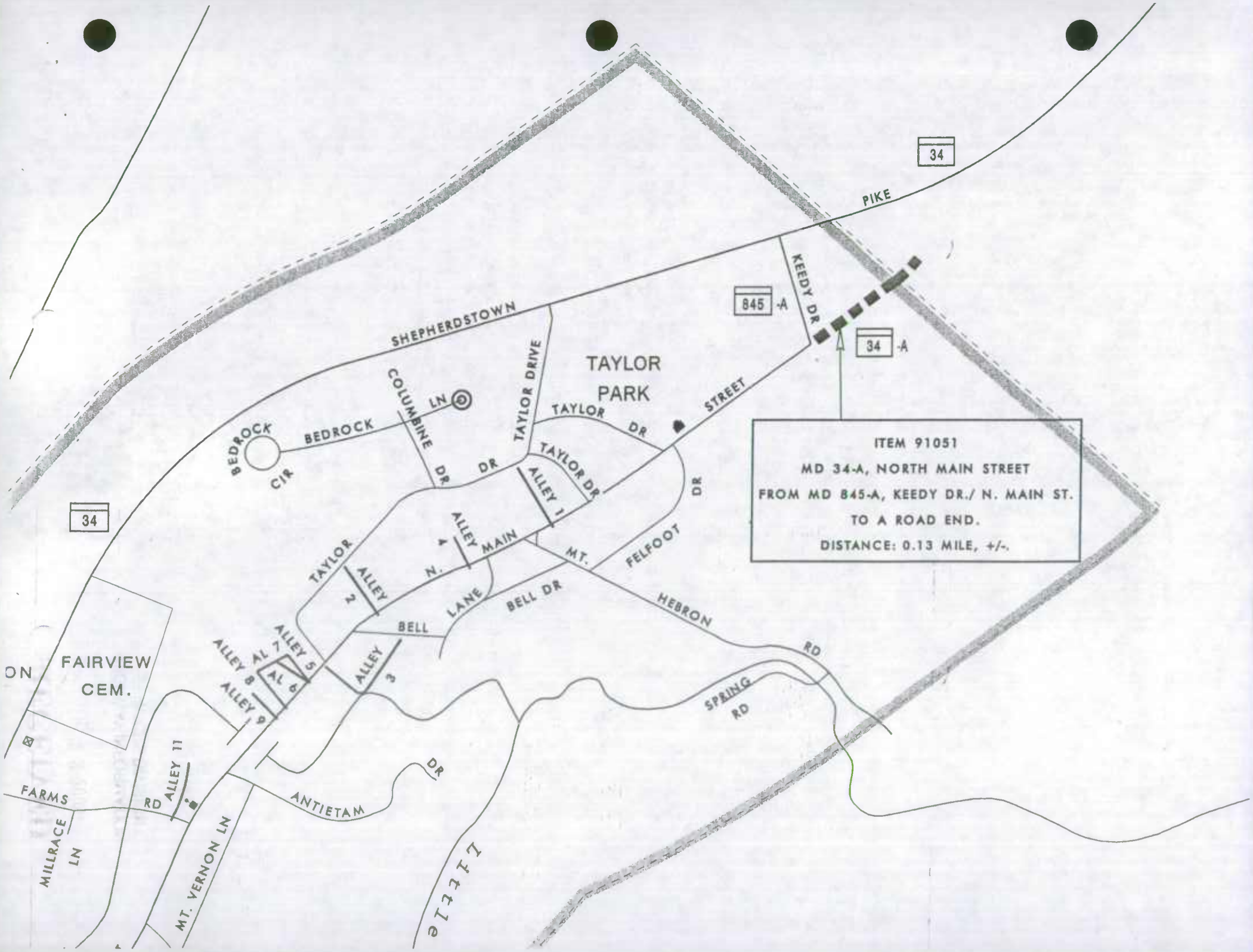
now MU 148

Total mileage to the Town – 0.13± miles

Item No.: 91051

Said agreement has previously been executed by the appropriate officials of the SHA and The Mayor and Council of Keedysville, a Municpal Corporation and approved as to form and legal sufficiency by Special Counsel, Peyton Paul Phillips.

SNC:seb



ITEM 91051
MD 34-A, NORTH MAIN STREET
FROM MD 845-A, KEEDY DR./ N. MAIN ST.
TO A ROAD END.
DISTANCE: 0.13 MILE, +/-.

S.H.A.

Mr. S. Ade
Mr. M. Baxter
Mr. W.E. Brauer, III
Mr. K. McDonald
Ms. Rose Davis
Mr. Steve Foster
Mr. D. German
Mr. G. Hadel
Mr. R Harrison
Mr. T. Hicks
Mr. A. Lijewski
Mr. E.S. Freedman
Mr. K. McClelland
Mr. J. Miller
Mr. K. Powers
Mr. D. Rose
Mr. K.G. Shelton
Mr. R. Smith
Mr. C. Simpson
Ms. D. Simpson
Mr. M. Shah
Mr. D. Ward
Mr. D. Weddle
Mr. N.J. Pedersen
Mr. Ed Schmidbauer
Mr. George Frankenberry
Mr. Fred Crozier
Mr. Butch Armentrout

THE TOWN OF KEEDYSVILLE

Mr. K.L. Brandenburg, II
Mayor

Mr. Robert E. Kuczynski
Town Attorney

Ms. Amy Simmons
Town Clerk

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this 17th day of April, 2003, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as the "Highway Administration", party of the first part, and The Mayor and Council of Keedysville, a Municipal Corporation (also known as the Town of Keedysville, Maryland), hereinafter referred to as the "Town", party of the second part.

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

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

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

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

SHA to the Town of Keedysville:

MD Route 34A (North Main Street) - From MD Route 845A (Keedy Drive/North Main Street) to Road End, a total distance of 0.13± miles
Total Mileage to the Town - 0.13± miles
Item No.: 91051

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

A. The effective date of transfer of the Roadway to the Town shall be upon complete approval and execution of this agreement.

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

C. The basis for the allocation of funds to the Town will include the Roadway (i.e., the additional 0.13± mile) beginning July 1st of the year following the date as set forth in Item B above.

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

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

F. The Highway Administration will convey to the Town its interest in the roadbed of MD Route 34A consisting of a highway easement for maintenance purposes only over a length of 0.13± miles (686± feet) which includes both a paved and an unpaved portion of Roadway.

G. The Town shall have the right to utilize the subject roadbed and property in question for whatever public purpose that it may deem necessary or advisable for the best interest of the citizenry of the municipality. The Town may construct any improvements or structures to be used for public purposes on the subject roadbed in question.

H. The utilization of the Roadway (roadbed) by the Town for public purposes shall not landlock or deny access to any adjacent owner or owners.

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

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

RECOMMENDED FOR APPROVAL

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

By: _____
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal sufficiency this 27th day of MARCH, 2003.

_____
Chief, Utility and Road
Conveyance Section

_____
Special Counsel

RECOMMENDED FOR APPROVAL

MAYOR AND COUNCIL OF KEEDYSVILLE,
A MUNICPAL CORPORATION

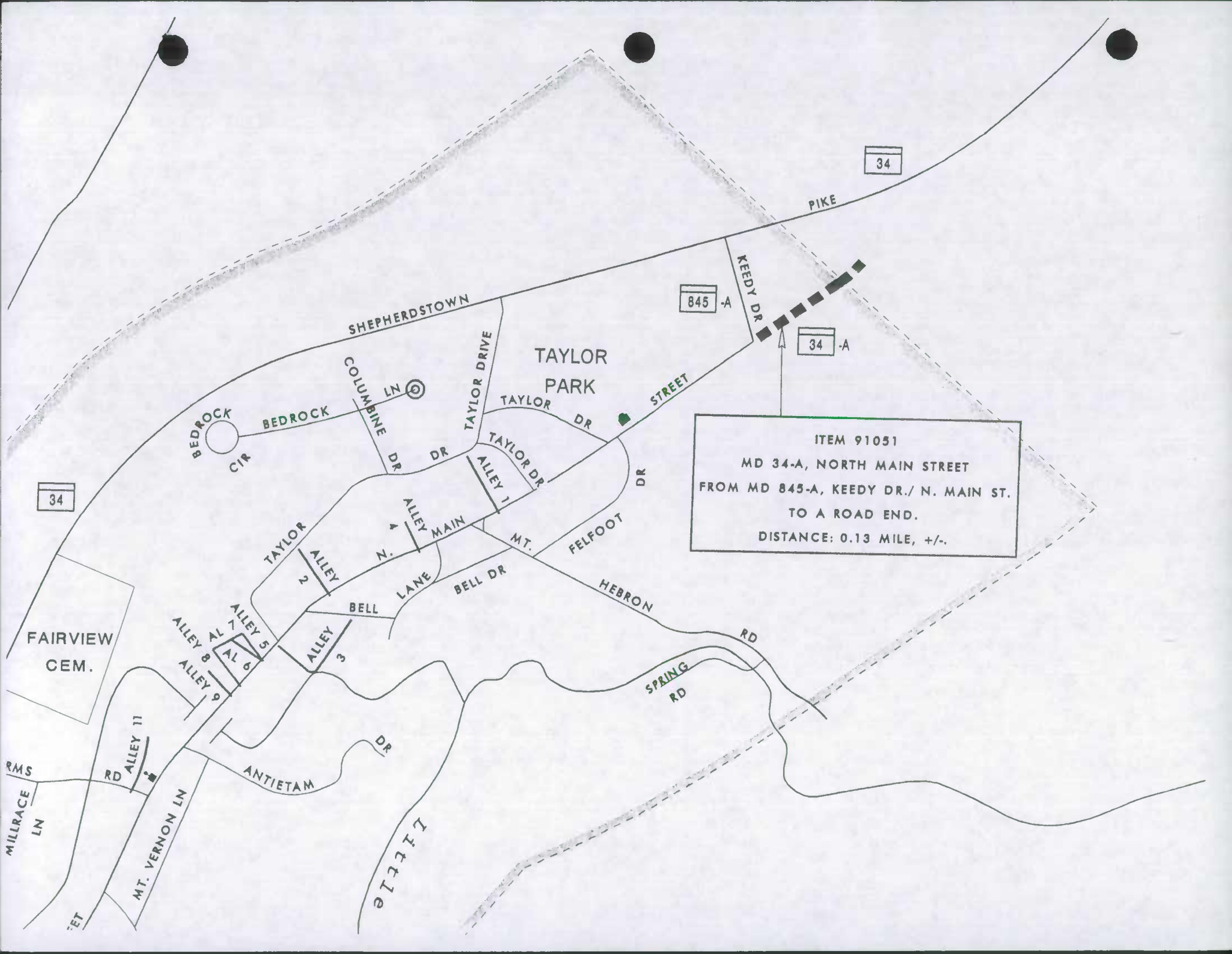
WITNESS:

By: _____
Mr. K.L. Bradenburg, II
Mayor

Ms. Amy Simmons
Town Clerk

Approval as to form and legal sufficiency this 11 day of _____, 2003

_____
Mr. Robert E. Kuczynski
Town Attorney


34
PIKE
SHEPHERDSTOWN
845 -A
KEEDY DR
34 -A
TAYLOR
PARK
STREET
TAYLOR DRIVE
COLUMBINE LN
BEDROCK
BEDROCK CIR
TAYLOR DR
TAYLOR DR
TAYLOR DR
ALLEY 1
DR
34
TAYLOR
ALLEY 2
ALLEY 4
N. MAIN
MT.
FELFOOT DR
LANE
BELL
BELL DR
HEBRON RD
ALLEY 3
ALLEY 5
ALLEY 7
AL 6
ALLEY 8
ALLEY 9
FAIRVIEW
CEM.
SPRING RD
ALLEY 11
RD
RMS
MILLRACE LN
MT. VERNON LN
ANTIETAM DR
LITTLE
ET
ITEM 91051
MD 34-A, NORTH MAIN STREET
FROM MD 845-A, KEEDY DR./ N. MAIN ST.
TO A ROAD END.
DISTANCE: 0.13 MILE, +/-.

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

November 16, 1998

Neil J. Pedersen, Director, Office of Planning and Preliminary Engineering executed a road transfer agreement dated November 11, 1998, between the State Highway Administration and the Town of Hancock, Maryland relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement. The effective date of transfer of the Roadway to the Town shall be upon complete approval and execution of the road transfer agreement.

State Highway Administration to the Town of Hancock, Maryland

MD Route 894 (Limestone Road) - From US 522/I-70 Ramp (Warfordsburg Road) to the Road End, a total distance of 0.54± mile

Now MU0210

TOTAL MILEAGE: 0.54± MILE

Item Number: 87771

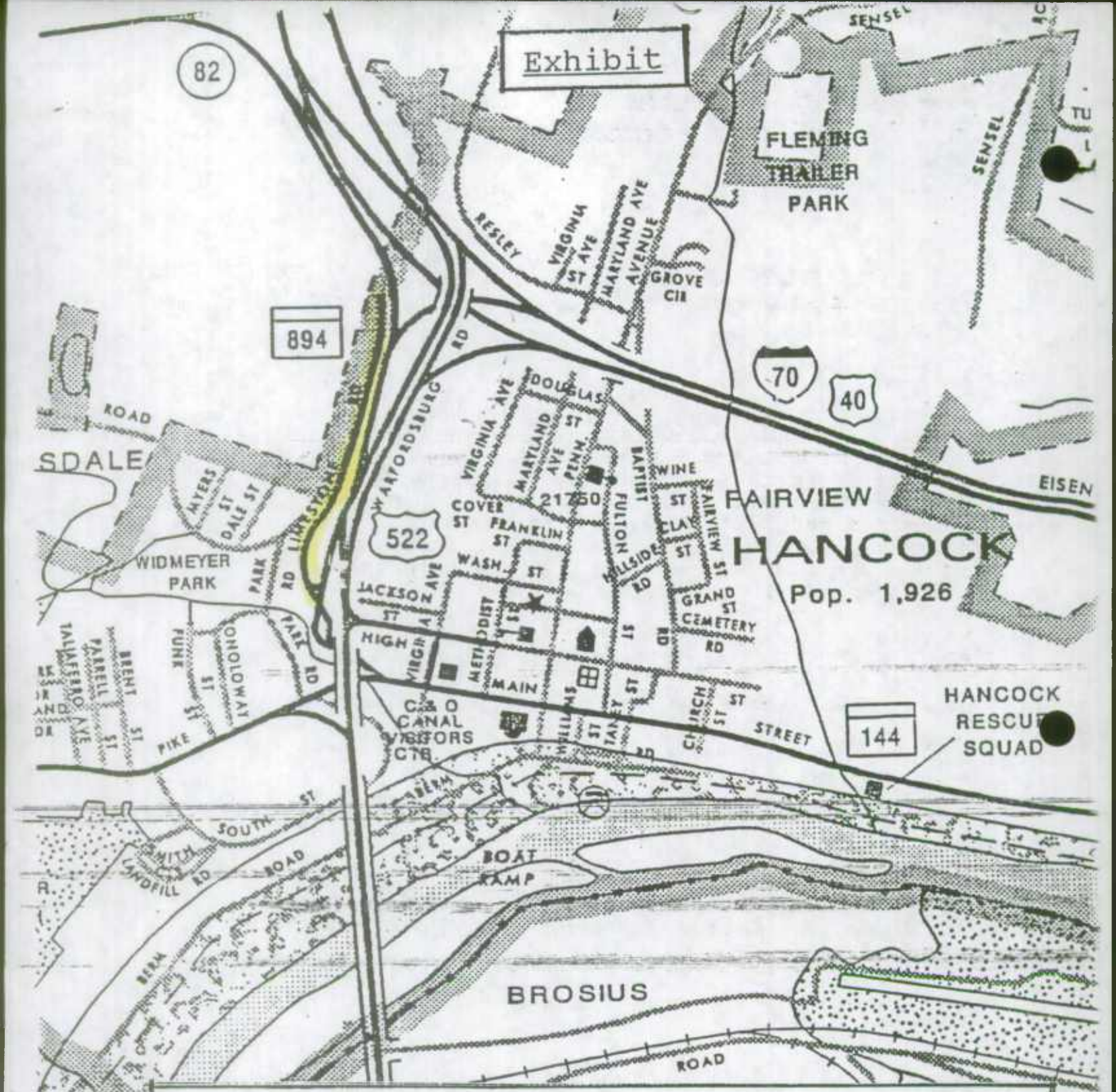
Said agreement has previously been executed by the officials of the Town of Hancock, Maryland and approved as to form and legal sufficiency by Special Counsel, Peyton Paul Phillips.

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



SHA to the Town of Hancock:

MD Route 894 (Limestone Road) - From US 522/I-70 Ramp (Warfordsburg Road) to the Road End, a total distance of 0.54± miles

Item No.: 87771 Total mileage - 0.54±

Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary

Hal Kassoff
Administrator

Washington Co

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

N P 2FC

APRIL 7, 1995

Director, Neil J. Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated March 14, 1995, between the State Highway Administration and Washington 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 Washington County:

- MD Route 960 - From MD Route 68 to road end

Co 1205

TOTAL MILEAGE: 0.13± MILE

ITEM NO.: 85524

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

KO:RMP:cej

My telephone number is 333-1627

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

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

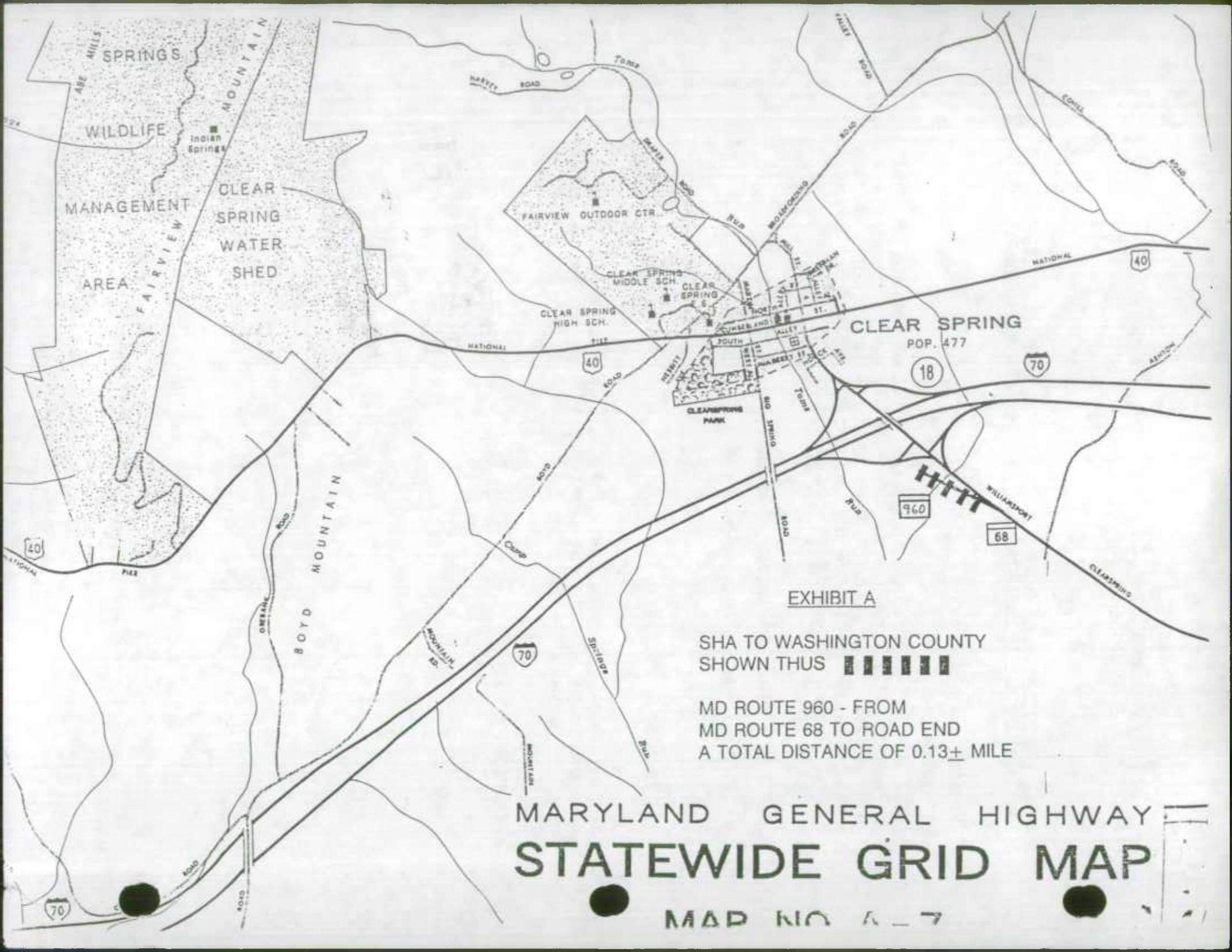


EXHIBIT A

SHA TO WASHINGTON COUNTY
SHOWN THUS

MD ROUTE 960 - FROM
MD ROUTE 68 TO ROAD END
A TOTAL DISTANCE OF 0.13± MILE

MARYLAND GENERAL HIGHWAY

STATEWIDE GRID MAP

MAP NO. A-7

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.L. Daff
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. B. King
Mr. W. Kowalsky
Mr. E.S. Freedman
Mr. C. Larson
Mr. K. McClelland
Mr. J. Miller
Mr. K. Powers
Mr. D. Rose
Mr. L. Schultz
Mr. K.G. Shelton
Mr. D. Simmons
Ms. D. Strausser
Mr. D.A. Ward
Mr. W. Walsek
Mr. D. Weddle
Mr. P.F. Williams
Mr. F. Crozier
Mr. G. Frankenberry
Mr. B. Armentrout

THE TOWN OF HANCOCK, MARYLAND

Mr. David A. Murphy, Mayor
Town of Hancock

Mr. Louis Close
Town Manager

S.H.A.

cc: Mr. M. R. Baxter
Mr. T. W. Beaulieu
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. G. Frankenberry
Mr. E. S. Freedman
Mr. T. Hicks
Ms. E. Homer
Mr. G. Jannetti
Mr. H. Kassoff
Mr. J. Kelly
Mr. J. S. Koehn
Mr. R. Lipps
Mr. K. McClelland
Mr. J. Miller
Ms. A. Moore
Mr. J. Muller
Mr. M. Murray
Mr. K Oelmann
Mr. C. R. Olsen
Mr. E. T. Paulis, Jr.
Mr. N. J. Pedersen
Mr. L. Schultz
Mr. K. G. Shelton
Mr. D. Simmons
Mr. D. J. Strausser
Mr. L. Swift
R/W Secretary File

WASHINGTON COUNTY, MARYLAND

Mr. Gregory I. Shook, President, Board of County Commissioners
Mr. Ralph H. France, III - County Attorney
Mr. Gary Rohren, Director, Division of Public Works

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
County Administration Building
100 West Washington Street, Room 226
Hagerstown, Maryland 21740-4727

Telephone/TDD: (301) 791-3090
FAX: (301) 791-3193

Richard E. Roulette, *President*
Ronald L. Bowers, *Vice-President*
Linda C. Irvin-Cra
John S. Shan
Gregory I. Snoo

November 22, 1994

Mr. T. Wallace Beaulieu
District Engineer
State Highway Administration
P. O. Box 3347
LaVale, MD 21502

Dear Mr. Beaulieu:

The County Commissioners wish to thank you very much for the work that was done on old Route 68 for the Town of Clear Spring. As agreed, the County is willing to take over the maintenance of that road at your convenience.

Please notify us as to the procedure you wish us to follow to facilitate taking over the road.

Sincerely,

Dick Roulette
Richard E. Roulette, President

Ron Bowers
Ronald L. Bowers, Vice President

Linda C. Irvin-Craig
Linda C. Irvin-Craig

John S. Shank
John S. Shank

Gregory I. Snook
Gregory I. Snook

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

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
8/25/94

August 10, 1994

Neil Pedersen, Director of Office of Planning and Preliminary Engineering executed a road transfer agreement dated August 9, 1994, between the State Highway Administration and the Board of County Commissioners of Washington County, Maryland relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

1. State Highway Administration to the Board of County Commissioners of Washington County, Maryland:

MD 56 (Big Pool Road)
Now Co. 1185

From MP 0.00± US 40 (National Pike)
To MP 1.39± I-70 (Eisenhower Memorial Highway) which excludes Structure #21096

Transfer Mileage ~~1.48±~~ 1.39 (*) miles

Should Read MD 144-WA
Now Co. 1186

MD 144 (Wash. Street)

From MP 1.47± Western Maryland Parkway
To MP 1.89± Park Avenue (Hagerstown City Line)

Transfer Mileage 0.42± miles

2. The Board of County Commissioners of Washington County to State Highway Administration:

Wstn. MD Pkwy. (Co. 24-9400)
MD 910-C

* Not a county Route Number

From MD 144
To ~~MD~~ US 40

Transfer Mileage 0.586± miles

Said agreement had previously been executed by the Board of County Commissioners of Washington County and approved as to form and legal sufficiency by Chief Counsel, Peyton Paul Phillips.

KO:VP:cej

(*) - Mileage change approved and noted by Vincent Petrella, R.O.W. Coordinator - Office of Real Estate. October 11, 1994 - KJP

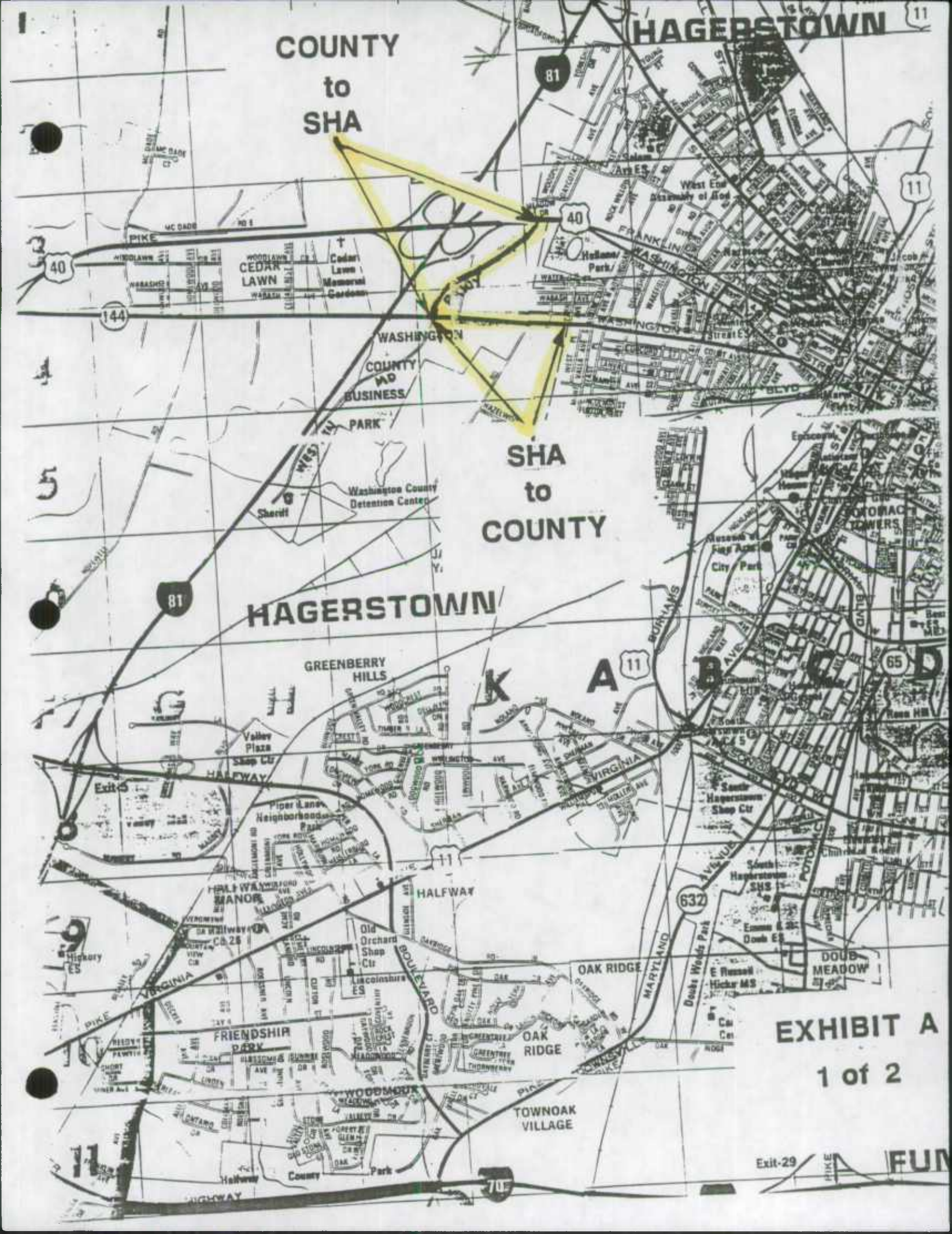
333-1627

My telephone number is _____

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

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

cc: Mr. M. R. Baxter
Mr. T. W. Beaulieu
Mr. D. A. Bochenek
Mr. W. E. Brauer, III
Mr. A. M. Capizzi
Mr. D. A. Clifford
Mr. G. Courtney
Mr. R. L. Daff, Sr.
Mr. R. D. Douglass
Mr. L. H. Ege, Jr.
Mr. R. J. Finck
Mr. R. H. France, II
Mr. G. Frankenberry
Mr. E. S. Freedman
Mr. T. Hicks
Ms. E. Homer
Mr. G. S. Jannetti
Mr. H. Kassoff
Mr. J. Kelly
Mr. J. S. Koehn
Mr. J. O. Leyhe
Mr. R. Lipps
Mr. J. Miller
Mr. M. R. Murray
Mr. K. Oelmann
Mr. C. R. Olsen
Mr. E. T. Paulis, Jr.
Mr. D. Ramsey
Mr. G. W. Rohrer
Mr. R. E. Roulette
Mr. J. Ross
Mr. L. Schultz
Mr. K. G. Shelton
Mr. D. Simmons
Ms. D. J. Strausser
Mr. L. Swift
Mr. J. E. Thompson
R/W Secretary File


COUNTY
to
SHA
SHA
to
COUNTY
HAGERSTOWN
HAGERSTOWN
CEDAR LAWN
Cedar Lawn Memorial Gardens
WASHINGTON COUNTY BUSINESS PARK
Washington County Detention Center
Sheriff
GREENBERRY HILLS
Valley Plaza Shop Ctr
HALFWAY
Piper Lane Neighborhood Park
HALFWAY MANOR
Old Orchard Shop Ctr
Lincolnshire ES
FRIENDSHIP PARK
WOODMOUR
OAK RIDGE
TOWNOAK VILLAGE
DOUB MEADOW
South Hagerstown Shop Ctr
South Hagerstown SHS
POTOMACK TOWERS
City Park
Hollow Park
West End Baptist of God
Salem Ave ES
Hickory ES
Exit-29
EXHIBIT A
1 of 2

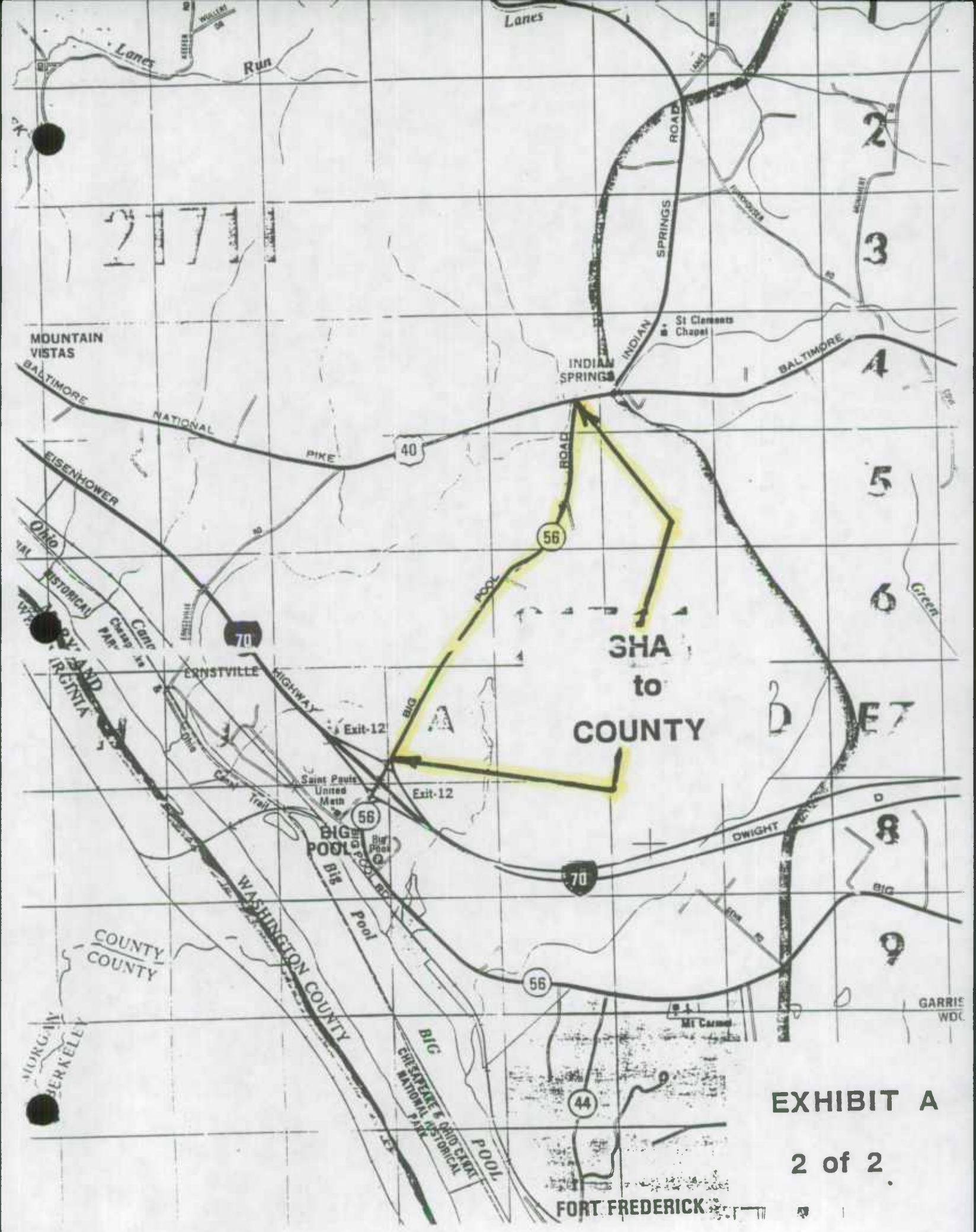


EXHIBIT A

2 of 2

HDA-MD

IS 68 NOW IS 595

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, D.C. 20590

OFFICE OF
THE ADMINISTRATOR

May 17, 1989

IN REPLY REFER TO:

Mr. Francis B. Francois
Executive Director
American Association of State Highway
and Transportation Officials
Washington, D.C. 20001

HPN-12

Dear Mr. Francois:

In response to your May 2 letter, the following are the Federal Highway Administration's (FHWA's) comments on Interstate route number changes in several States.

Alabama - Elimination of Interstate Route Number 210

Concur.

We note that the elimination of the I-210 route number was approved by the FHWA on April 19. The approval was in conjunction with a revision decreasing the length of I-210 that previously connected I-10 to I-65. The remaining route segment only connects with I-65. Therefore, the I-210 designation is no longer appropriate for the remaining spur route.

Alabama - Establishment of Interstate Route Number 165

Concur.

When the I-210 route number was approved for elimination on April 19, the FHWA also approved the assignment of I-165 to the remaining length. It is now a spur route that connects to I-65. The three-digit number is appropriate.

Indiana - Establishment of Interstate Route Number 469

Concur, subject to FHWA approval as a part of the Interstate System.

The proposed I-469 bypass route around Fort Wayne is not presently on the approved Interstate System. The State is in the process of preparing a submission for the FHWA's action. If it is approved by FHWA as an Interstate System addition, we would not object to the I-469 number.

Maryland - Elimination of Interstate Route Number 68 (segment between I-95, Washington, D.C., and MD 70, Annapolis)

Concur.

We note the FHWA previously concurred in the I-68 route number on June 18, 1982. The State now wishes to revise the number to I-595. The route functions as a spur route from I-95 east of Washington, D.C., to MD 70 north of Annapolis, Maryland. A three-digit spur route designation would be appropriate. Also, the States of Maryland and West Virginia plan to reassign the I-68 number to a segment of US 48 between I-70, Hancock, Maryland, and I-79, Morgantown, West Virginia.

Maryland - Establishment of Interstate Route Number 595 (segment between I-95, Washington, D.C., and MD 70, Annapolis)

Concur.

The establishment of I-595 is in conjunction with the elimination of the I-68 designation on this route segment discussed above.

Maryland - Establishment of Interstate Route Number 68 (segment between I-70, Hancock, and West Virginia State line)

Concur, subject to FHWA approval as part of the Interstate System.

The proposed I-68 route between I-70, Hancock, Maryland, and the West Virginia State line is not presently on the Interstate System.

The State is in the process of preparing a submission for FHWA's action. If it is approved by FHWA as an Interstate System addition, we would not object to the I-68 number. West Virginia is also preparing a similar submission for FHWA's action on the segment of proposed I-68 in West Virginia between I-79, Morgantown, and the Maryland State line. The segment in West Virginia is discussed below.

Massachusetts - Relocation of Interstate Route Number 95

Concur.

We note this request is to document the routing of I-95 through the complex interchange area in Peabody involving US 1 and SR 128. The interchange was previously approved by the FHWA and we agree with the State's routing.

West Virginia - Establishment of Interstate Route Number 68

Concur, subject to FHWA approval as part of the Interstate System.

The proposed I-68 route between I-79, Morgantown, and the Maryland State line is not presently on the Interstate System. The State is in the process of preparing a submission for FHWA action. As noted above, Maryland is also preparing a submission for the connecting segment of proposed I-68 in Maryland. If both segments are approved by the FHWA as Interstate System additions, we would not object to the I-68 number.

We appreciate the opportunity to express our comments and hope they will be helpful to the Route Numbering Committee in its deliberations. Please advise us of the actions taken by the Committee.

Sincerely yours,

R D Morgan

R. D. Morgan
Executive Director

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
THURSDAY, NOVEMBER 9, 1989
* * *

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

Grantee	Conveyance	In Accordance With
The Bowman Group	1.23± A. excess land located on WS of Governor Lane Blvd., .75 mile S. of intersection with US Rte. 11, (Williamsport Pike), 1.5 mi. E. of Williamsport, Washington County; former prop. of Hagerstown-Washington County Industrial Foundation, Item 60637, Proj. W-525-002-678.	Permission to dispose of granted by BPW 7/19/89, Item 21-RP. Excess land acquired by option 5/14/67. SHA did not provide direct compensation but agreed to design & construct Gov. Lane Blvd. & turn it over to Wash. Co. for maintenance purposes. Wash. Co. acquired rights by deed dated 5/24/72, with SHA retaining underlying fee. Grantee, the only adjoining landowner, submitted bid of $19,000, which is more than appraisal value.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. T. W. Beaulieu
Mr. J. F. Mahorney
Mr. D. R. Kershner
Mr. J. T. Neukam
Secretary's File
Proj. W-525-002-678

MEMORANDUM OF ACTION OF ADMINISTRATOR HAL KASSOFF
FRIDAY, JULY 8, 1988
* * *

RECEIVED

JUL 18 1988

BUREAU OF HIGHWAY
STATISTICS

Administrator Kassoff executed the following road transfer deed dated July 8, 1988, previously approved as to form and legal sufficiency by the Office of the Assistant Attorney General, by which the Administration conveys, subject to the approval of the Board of Public Works of Maryland, unto the grantee named, the parcel of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
Board of County Commissioners of Washington County.	Md. Rte. 63 & Cindy Lane, a distance of 125 ft.; former Church of God Universal, File 42664, Proj. W-454-4-620.	Transportation Article Section 8-304.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. T. W. Beaulieu
Mr. J. F. Glover
Mr. J. T. Neukam
Project W-454-4-620

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

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

Grantee	Conveyance	In Accordance With
Pizza Hut of Hancock, Inc.	.116± A. excess land, located on ES of US Rte. 522 (Warfordsburg Rd.), N. of Md. Rte. 144, W. Main St., within town limits of Hancock, Washington Co.; former prop. of R. Creager (Item 50351), Old Md. Rte. 894 roadbed, Proj. W-463-004-623.	The only adjoining bidder to submit a bid.

Copy: Mr. J. A. Agro, Jr.
Mr. B. B. Myers
Mr. C. Stickles
Mr. R. A. Conway
Mr. T. W. Beaulieu
Mr. D. R. Kershner
Mr. J. F. Mahorney (2)
Mr. J. T. Neukam
Secretary's File
Project W-463-004-623

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

December 10, 1987

Director Pedersen, Office of Plannning and Preliminary Engineering executed a road transfer agreement dated December 1, 1987, between the State Highway Administration and Washington 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 Washington County

Now Part of Co. 11 MD 902 (Rice Road relocated) from 0.16 miles ± south of US 48 to 0.21 miles ± north of US 48, for a total distance of 0.37 miles ±.

Now Part of Co. 6 MD 903 (Mountain Road relocated) from 0.12 miles ± south of the Pennsylvania state line to 0.61 miles ± northeast of MD 905 (Bottenfield Road), a total distance of 0.13 miles ±.

Now Part of Co. 2 MD 903B (Mountain Road) from 0.07 miles ± west of MD 903C (Jerome Road) to US 40 Scenic, a total distance of 0.30 miles±.

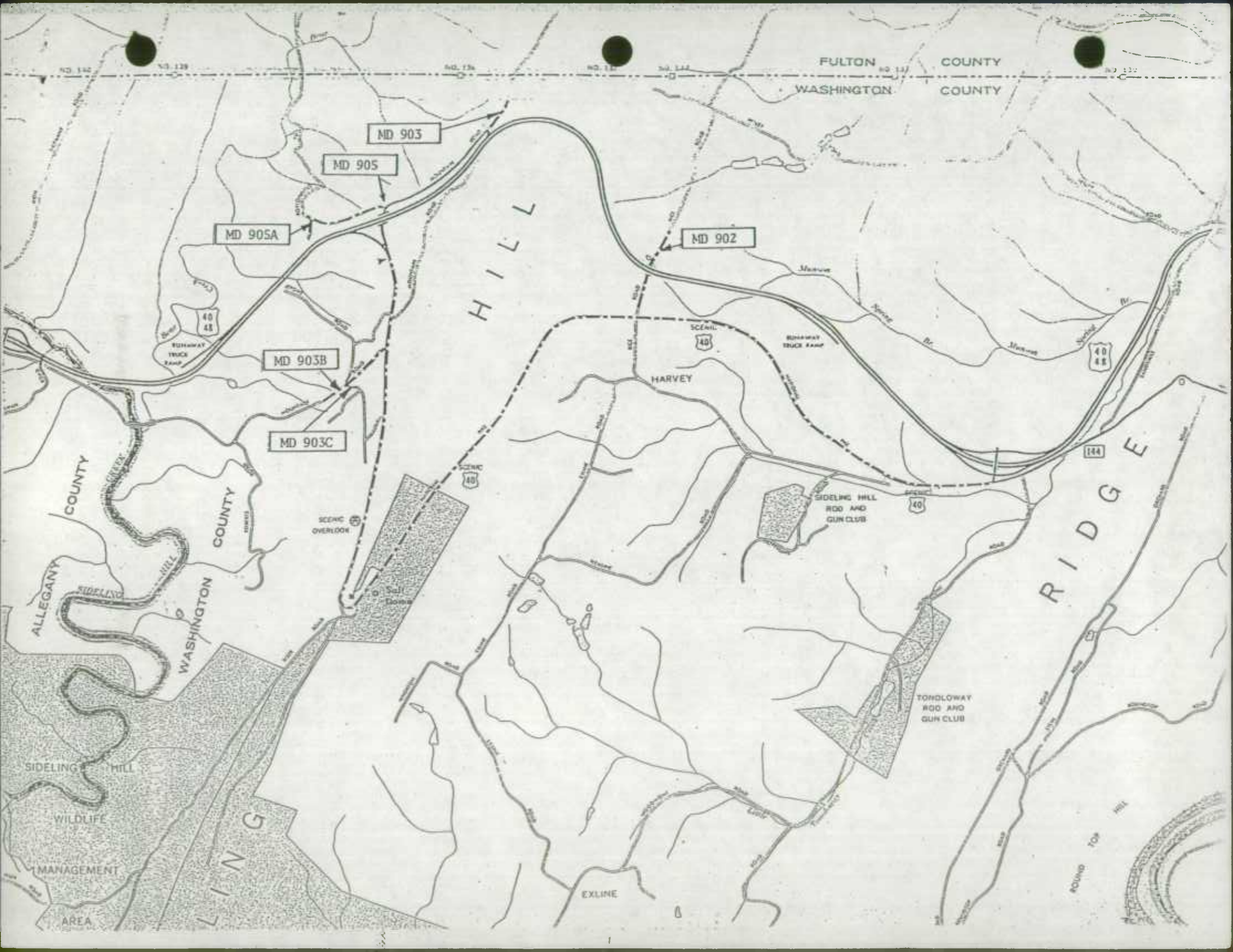
Now Part of Co. 1000 and Co 1001 MD 903C (Jerome Road) from 0.03 miles ± south of MD 903B (Mountain Road) to 0.05 miles ± north of MD 903B, a total distance of 0.08 miles ±.

Now Part of Co 7 MD 905 (Bottenfield Road) from MD 903 (Mountain Road) westerly to end of state maintenance, a total distance of 0.37 miles ±.

Now Part of Co. 998 MD 905A (Access Road) from MD 905 (Bottenfield Road) to end of state maintenance, for a total distance of 0.02 miles ±.

Now Co. 1036 US 40 Scenic from MD 903 (Mountain Road) at the US 48 ramp easterly to relocated Woodmont Road, a total distance of 5.33 miles ±.

The Administrator has directed the "US 40 Scenic" informational signing shall remain in place.


FULTON COUNTY
WASHINGTON COUNTY
MD 903
MD 905
MD 905A
MD 902
MD 903B
MD 903C
HILL
RIDGE
HARVEY
SCENIC
40
40 A
144
RUNAWAY TRUCK RAMP
SIDELING HILL ROD AND GUN CLUB
TONDLOWAY ROD AND GUN CLUB
SCENIC OVERLOOK
Salt Dome
ALLEGANY COUNTY
WASHINGTON COUNTY
SIDELING HILL
WILDLIFE
MANAGEMENT
AREA
EXLINE
ROUND TOP HILL

Washington County to State Highway Administration

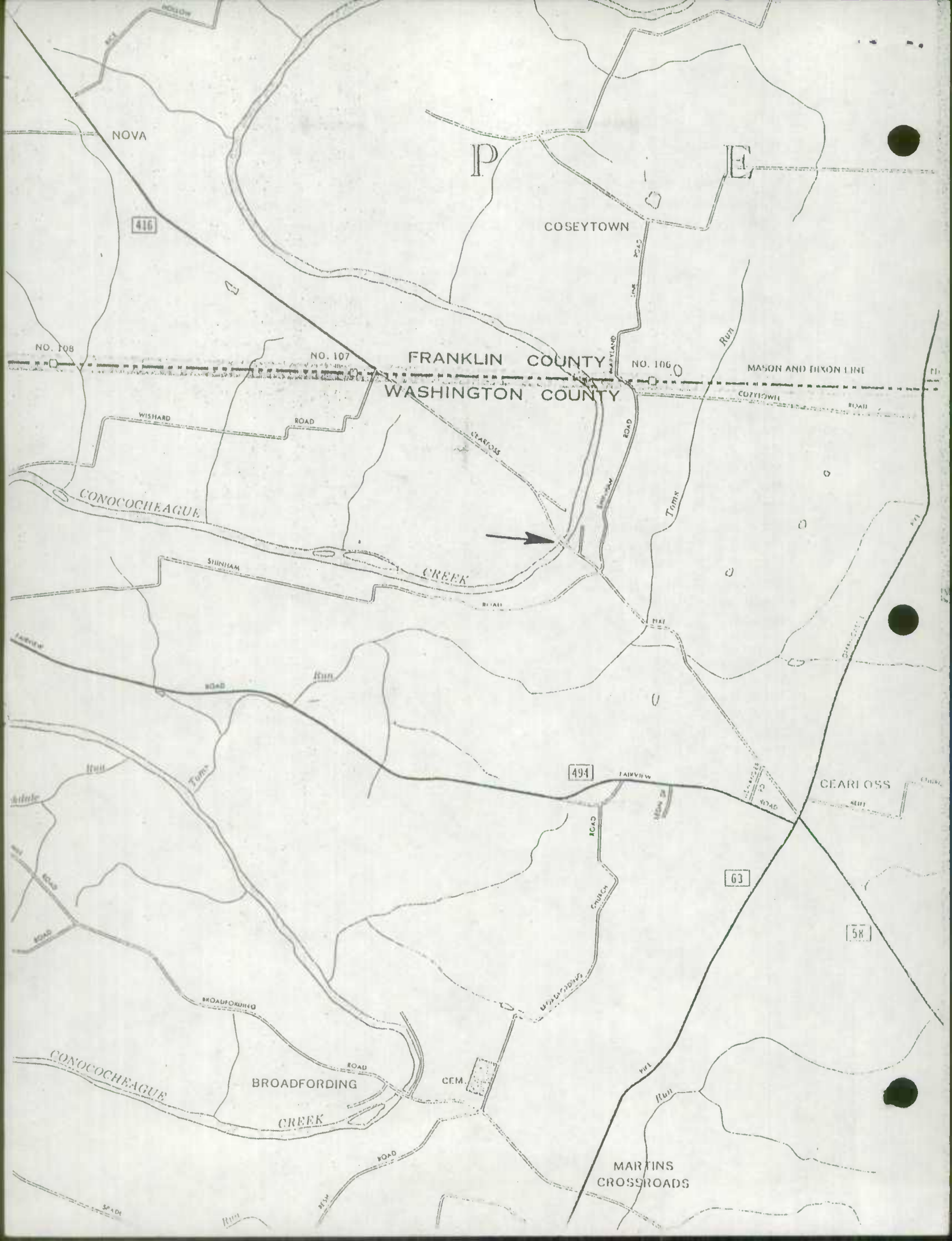
Structure carrying Cearfoss Pike (Co. 114) over the Conococheague Creek, located 0.86 miles ± south of the Pennsylvania state line, for a total distance of 0.12 miles ±.

Said agreement had previously been executed by the President of the County Commissioners for Washington County, 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. T. W. Beaulieu
Mr. J. J. Dorsey
Mr. J. E. Zufall
Mr. M. K. Hoover
Mr. R. J. Finck
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. L. Brocato
Mr. E. Chambers
Mr. L. Ege

Secretary's File
Mr. D. A. Bochenek
Mr. M. R. Baxter
Mr. E. S. Freedman
Mr. P. E. Perkins
Mr. G. V. Kolberg
Mr. R. Daff
Mr. T. Watts
Mr. T. Hicks
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. E. Kelly
Mr, J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K Oelmann
Mr. W. R. Smith


NOVA
P
E
416
COSEYTOWN
NO. 108
NO. 107
FRANKLIN COUNTY
NO. 106
MASON AND DIXON LINE
WASHINGTON COUNTY
WISHARD
ROAD
CONOCOCHEAGUE
CREEK
494
FAIRVIEW
CEARLOSS
63
58
BROADFORDING
CEM.
MARTINS
CROSSROADS

NASA

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

August 24, 1987

The following road improvements constructed under SHA Contract W-446-052-671 on behalf of the City of Hagerstown are now complete:

State Highway Administration to City of Hagerstown

US 11/ Mu 2430 Virginia Avenue relocated, from Noland Drive north to Howard Street, including the structure over the Norfolk and Western Railroad, and associated retaining walls, for a total distance of ± 0.42 miles.

Mun 2600 West Wilson Blvd. relocated, from ± 0.03 miles north of Guilford Avenue northwesterly to Virginia Avenue relocated, including the structure over Pine Street, and associated retaining walls, for a total distance of ± 0.17 miles.

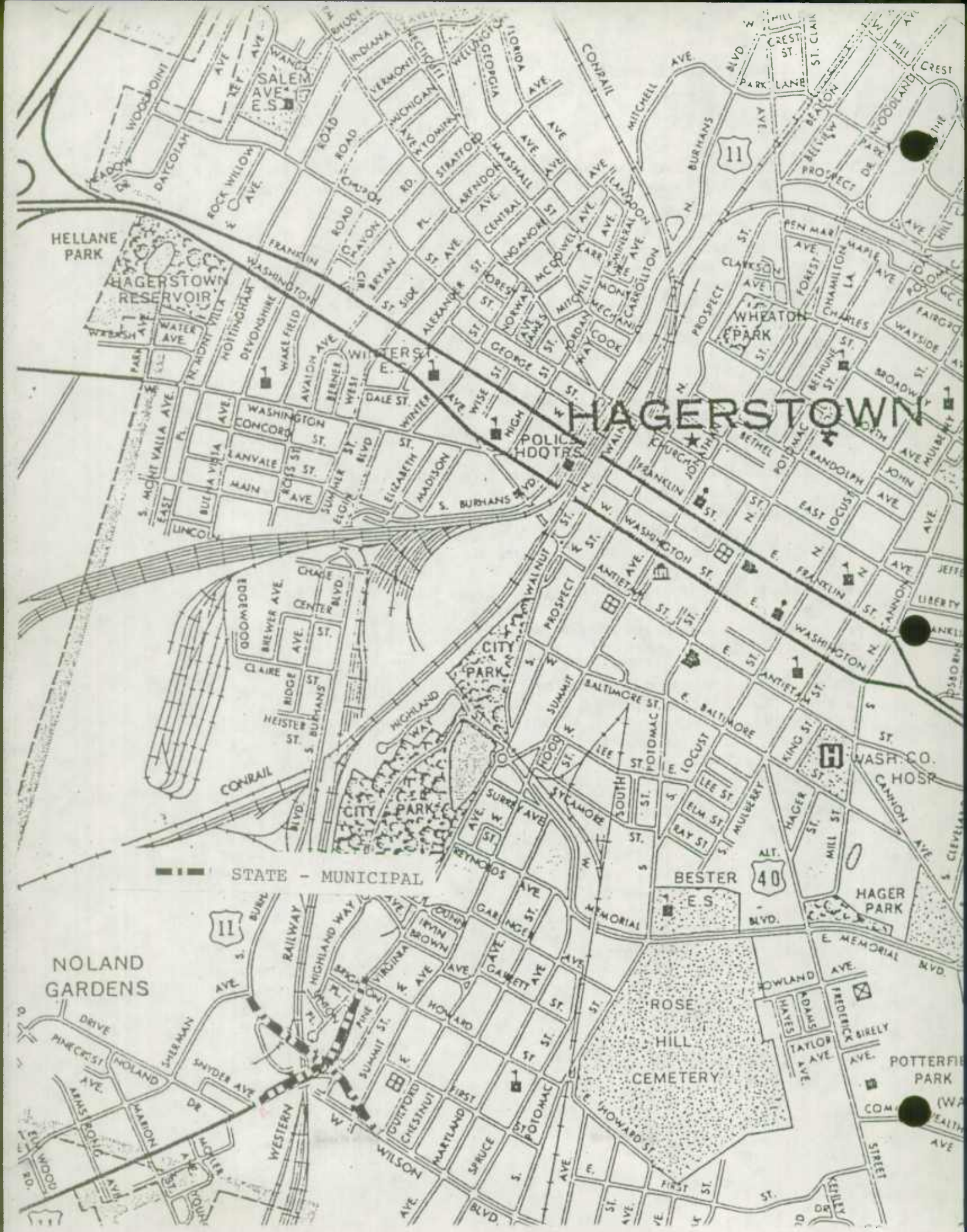
US 11 South Burhans Blvd. relocated, from Virginia Avenue relocated northwesterly to ± 0.02 miles south of Sherman Avenue, including the structure over the Norfolk and Western Railroad and the Kenosha Spur, and associated retaining walls, for a total distance of ± 0.20 miles.

By letter dated August 14, 1987 from Hagerstown City Engineer Merle L. Saville to District Engineer T. W. Beaulieu, the City of Hagerstown has accepted for maintenace the work performed under the subject contract.

Under the terms and conditions set forth in previous agreements between the State Highway Administration and the City of Hagerstown dated June 5, 1978 and April 20, 1981, the subject roadways, structures, and appurtenances thereto are, effective August 14, 1987, the property and responsibility of the City of Hagerstown.

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. T. W. Beaulieu
Mr. R. J. Finck
Mr. J. D. Bruck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. J. J. Dorsey
Mr. L. Brocato
Mr. E. Chambers
Mr. S. T. Sager
Mr. L. Ege
Mr. D. A. Bochenek
Secretary's File
✓Mr. M. R. Baxter
Mr. E. S. Freedman
Mr. T. Watts
Mr. T. Hicks
Mr. C. Mills
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. E. Zufall
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. K. Oelmann
Mr. J. Byers


HAGERSTOWN
HELLANE PARK
HAGERSTOWN RESERVOIR
SALEM AVE E.S.
WHEATON PARK
POLICE HDQTRS.
CITY PARK
CITY PARK
WASH. CO. HOSP.
BESTER E.S.
HAGER PARK
NOLAND GARDENS
ROSE HILL CEMETERY
POTTERFIELD PARK
CONRAIL
STATE - MUNICIPAL

Maryland Department of Transportation

State Highway Administration

William K. Hellmann
Secretary

Hal Kassoff
Administrator

January 21, 1987

M E M O R A N D U M

TO: Distribution List

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

SUBJECT: Route Number Designations
Washington County

The following State Route numbers have been assigned to local roads that were improved and/or relocated as a result of the construction of the National Freeway between Woodmont Road and Swain Road.

MD 902 - relocated Rice Road, from ± 0.16 miles south of US 48 to ± 0.21 miles north of US 48

MD 903 - relocated Mountain Road, from US 40 Scenic northerly for a distance of ± 1.04 miles

MD 903B - relocated Mountain Road, from US 40 Scenic westerly to Jerome Road, a distance of ± 0.30 miles

MD 903C - Jerome Road, from ± 0.04 miles south of relocated Mountain Road (MD 903B) to ± 0.04 miles

MD 905 - Bottenfield Road, from relocated Mountain Road (MD 903) westerly for a distance of ± 0.37 miles

MD 905A - Access Road from MD 905 southerly for a distance of ± 0.02 miles

MD 906 - Swain Road, from the EBL of US 48 southerly for ± 0.06 miles

The above listed route designations are not to be posted in the field.

See back

My telephone number is 333-1369
Teletypewriter for Impaired Hearing or Speech
383-7555 Baltimore Metro — 565-0451 D.C. Metro — 1-800-492-5062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

In addition, former US 40 between MD 144WB at Woodmont Road and MD 903 (Mountain Road) has been re-designated as US 40 Scenic.

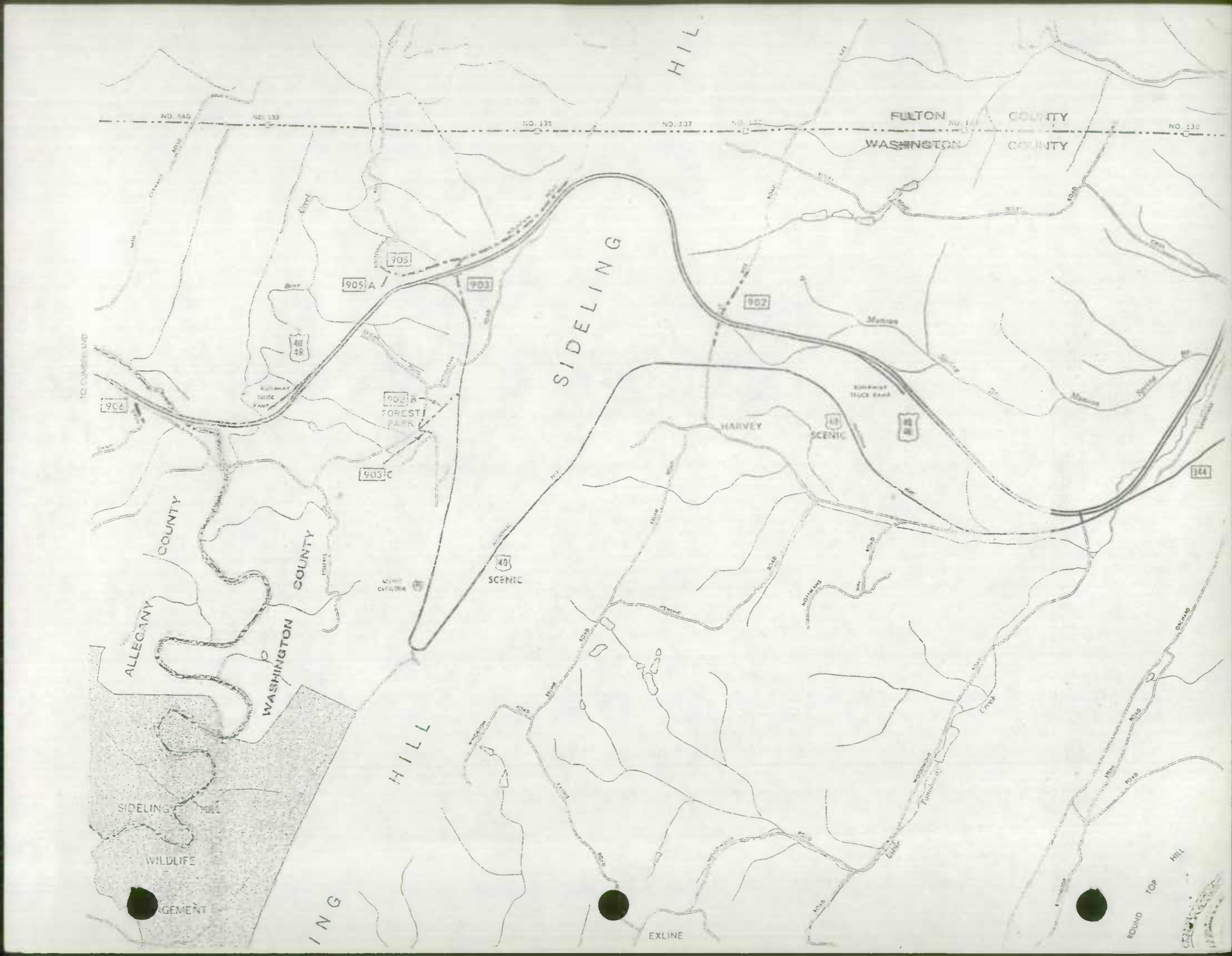
For your convienance, a map indicating all of the above route designations is attached.

Should you have any questions or a need for additional information, please advise.

JTN:eld
Attachments

DISTRIBUTION LIST

Mr. H. Kassoff
Mr. N. J. Pedersen
Mr. J. Agro
Mr. B. B. Myers
Mr. J. M. Welsh
Mr. C. E. Pyers
Mr. E. S. Freedman
Mr. T. Hicks
Mr. J. L. White
Mr. E. M. Loskot
Mr. T. W. Beaulieu
Mr. R. J. Finck
Mr. R. C. Davison
Ms. R. W. Byron
Mr. W. E. Ensor
Mr. M. K. Hoover
Mr. L. Brocato
Mr. E. Chambers
Mr. K. Oelmann
Mr. L. Ege
Mr. K. V. Dodson
Mr. W. Slacum
Mr. P. E. Becker ✓
Mr. P. Perkins
Mr. T. Watts
Mr. C. Lee
Mr. A. M. Capizzi
Mr. R. C. Pazourek
Mr. R. Weaver
Mr. J. S. Koehn
Mr. J. Shea
Mr. M. Munk
Mr. W. R. Smith
Mr. J. J. Dorsey
Mr. J. Zufall
Mr. R. Daff


FULTON COUNTY
WASHINGTON COUNTY
NO. 135
NO. 137
SIDELING HILL
905
905 A
903
903 A
903 C
902
904
FOREST PARK
HARVEY
SCENIC
49
ALLEGANY COUNTY
WASHINGTON COUNTY
SIDELING HILL
WILDLIFE
EXLINE
ROUND TOP HILL
TO CUMBERLAND

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

December 12, 1985

Director Pedersen, Office of Planning and Preliminary Engineering, executed a road transfer agreement dated December 8, 1985, between the State Highway Administration and Washington County relative to the transfer of the following described section of highway and subject to the conditions more fully set forth in the agreement.

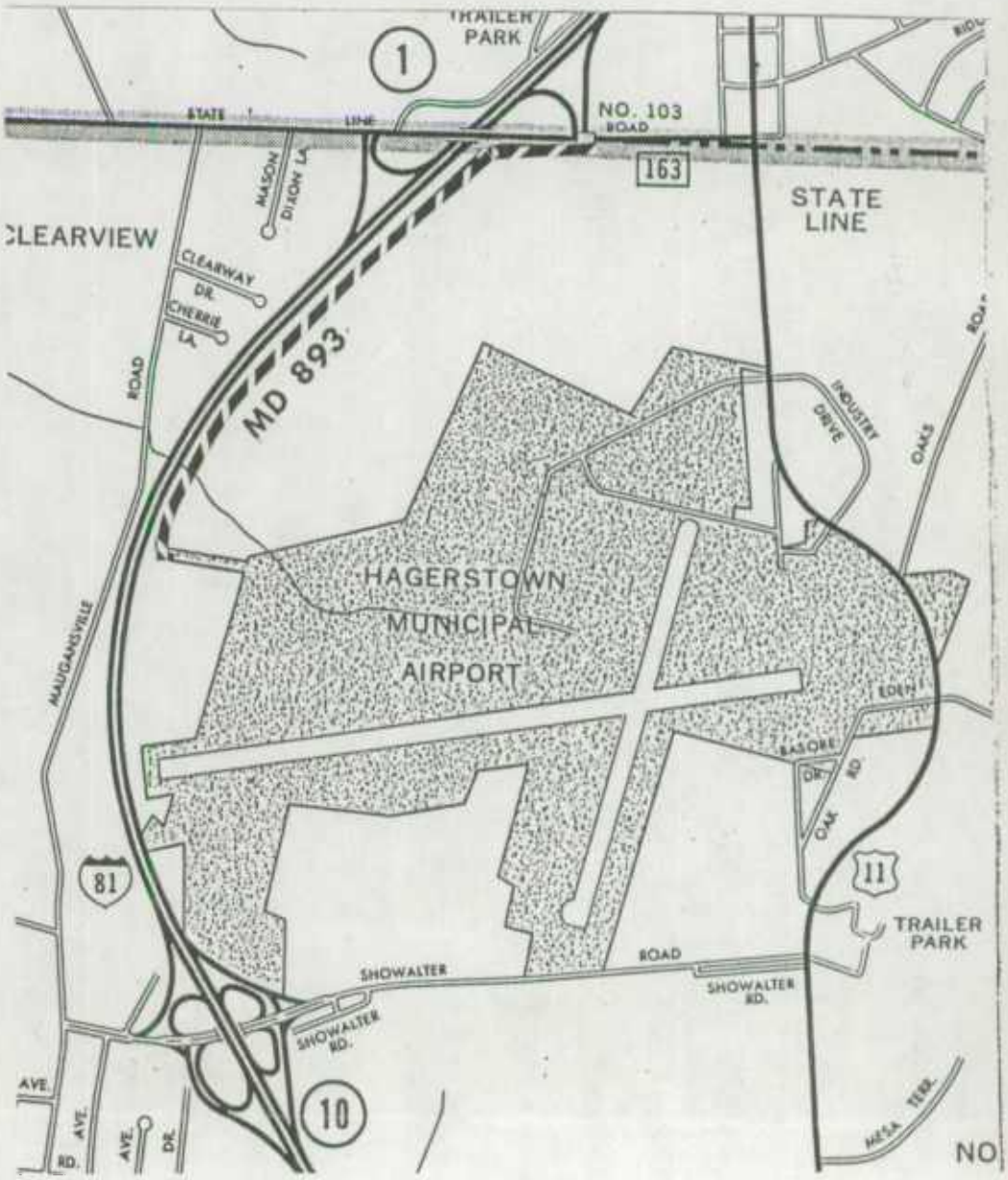
G 997

MD 893 from the Pennsylvania State Line to the road end east of I-81, near the Hagerstown Municipal Airport
A total distance of ±1.07 mile

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

GLS:elh

DISTRIBUTION
Mr. H. Kassoff
Mr. J. Agro
Mr. G. E. Dailey
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. J. J. Pedersen
Mr. J. T. Neukam
Mr. T. W. Beaulieu
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. Wm. E. Ensor
Mr. G. M. Small
Mr. J. J. Dorsey
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. J. S. Koehn
Mr. J. Shea
Mr. M. Munk



THIS AGREEMENT, made this 8TH day of December, 19 85, 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 Washington County, hereinafter referred to as "County", party of the second part.

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

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

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

> MD 893 from the Pennsylvania State Line to road end east of I-81 near the Hagerstown Municipal Airport, a total distance of ±1.07 miles.

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

1. The effective date of transfer shall be upon complete approval and execution of this Agreement.
2. The aforegoing mileage will be included in the inventory as of December 1st of the year following the date as set forth in Item 1 above.
3. The basis for the allocation of funds will include the additional ±1.07 miles in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.
4. The transfer of said road is made on an "as is" basis which pertains to the existing rights-of-way and to the existing condition of the road involved, including all appurtenances and bridge structures.
5. The "County" accepts jurisdiction over, and responsibility for the maintenance of said road as of the effective date of transfer.
6. The "County" agrees to continue to provide reasonable access to all adjacent property owners.

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" and that said deed shall contain a reverter clause which provides that if any of the rights of way being conveyed should at any time be needed for a future highway improvement, these rights of way shall revert back to the "Highway Administration". This deed of conveyance is subject to the approval of the Board of Public Works of Maryland.

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

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

John T. Merkens
Chief, Bureau of Highway Statistics

WITNESS:

Dorothy J. Hecker

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

Approved as to form and legal sufficiency
this 22nd day of December, 1975

Assistant Attorney General

WASHINGTON COUNTY, MARYLAND

RECOMMENDED FOR APPROVAL:

Glenn L. Duff
County Engineer

WITNESS:

Barry A. Tank

BY Ronald L. Bowers
President, Washington County
Commissioners

Approved as to form and legal sufficiency
this 26 day of November, 1975

County Attorney

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

November 29, 1985

Director Pedersen, Office of Planning and Preliminary Engineering executed a road transfer agreement dated November 25, 1985, between the State Highway Administration and Washington County, relative to the transfer of the following described sections of highway and subject to the conditions more fully set forth in the agreement.

G966 1. MD 907 from US 40, southerly under I-70 then northwesterly to the Railroad crossing near Licking Creek, a total distance of ±0.75 mile

G967 2. MD 843C from 0.15, south of US 40 to road end, north of MD 843 I, a total distance of ±0.62 mile

G968 3. MD 843F from MD 63, easterly to road end, north of I-70, a total distance of ±0.30 mile

G969 4. MD 843E from MD 843B to road end, east of MD 63, a total distance of ±0.31 mile

G970 5. MD 843B from south of Wright Road, northerly to road end, south of I-70, a total distance of ±1.00 mile

G971 6. MD 843A from the north limits of Williamsport, northerly to road end, south of WMRR, a total distance of ±0.71 mile

G972 7. MD 843H from MD 843A to MD 63, a total distance of ±0.13 mile

G973 8. MD 843G from MD 843A to MD 63, a total distance of ±0.03 mile

G974 9. MD 881 from MD 68 to road end near Pennsylvania Railroad, a total distance of 0.94 mile

G975 10. MD 848 from MD 632 to road end, north of I-70, a total distance of ±0.14 mile

G976 11. MD 767 from MD 62 to Beards Church Road, a total distance of ±0.21 mile

G977 12. MD 805A from MD 60, west of Leitersburg to MD 60, north of Leitersburg, a total distance of ±0.95 mile

G978 13. MD 846A from MD 805A to MD 418, east of Leitersburg

a total distance of ±0.29 mile.

14. MD 804A from MD 66 to MD 64, a total distance of ±0.33 mile.

15. MD 844 from MD 66 to MD 64, a total distance of ±0.80 mile.

16. MD 847E from MD 64 to MD 64, a total distance of ±0.27 mile.

17. MD 847C from MD 64 to MD 64, a total distance of ±0.45 mile.

18. MD 847B from MD 64 to MD 418, a total distance of ±0.56 mile.

19. MD 847A from south of MD 846C to MD 64, a total distance of ±0.73 mile.

20. MD 846C from MD 418 to Hess Road, a total distance of ±0.40 mile.

21. MD 910A from road end south of Black Rock Road to road end north of Black Rock Road, a total distance of ±0.29 mile.

22. MD 858B from MD 67 northerly to road end, a total distance of ±0.25 mile.

23. MD 858C from south of King Road to north of Netz Road, a total distance of ±0.89 mile.

24. MD 858D from MD 67, north of Marble Quarry Road to MD 67 @Reno Monument Road, a total distance of ±1.11 mile.

25. MD 858E from road end south of Locust Grove Road, northerly for 0.65 mile, a total distance of ±0.65 mile.

26. MD 858G from MD 67 @Trego Road northerly for 0.25 mile, a total distance of ±0.25 mile.

27. MD 858H from MD 67 @ Gapland to MD 67, a total distance of ±0.65 mile.

28. MD 858J from MD 67 northerly to road end, a total distance of ±1.15 mile.

29. MD 858I from 0.30 mile north of Garretts Mill Road, southerly to road end, a total distance of ±1.83 mile.

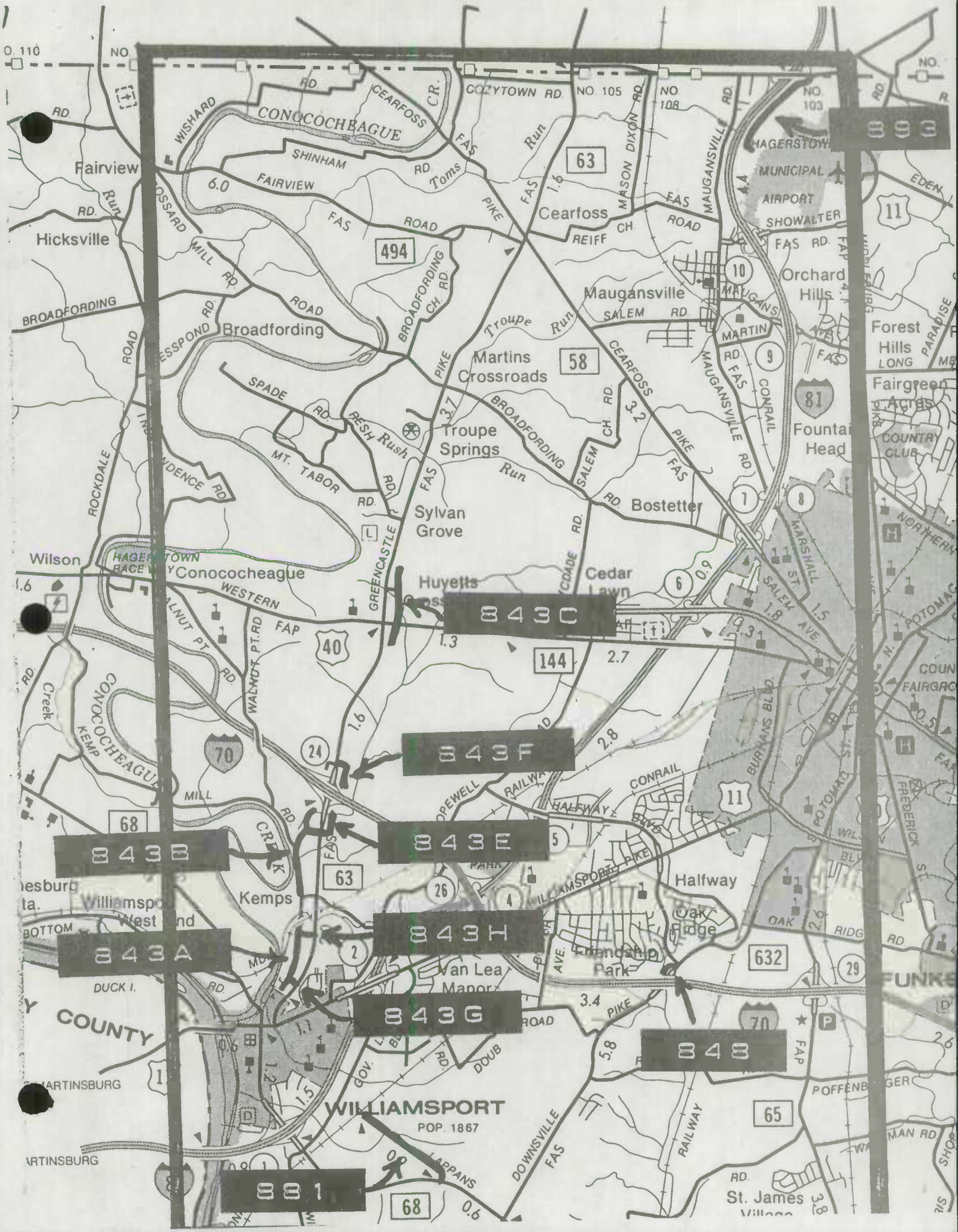
30. MD 180 from US 340 north of Sandy Hook Bridge to US 340 @MD 858 I, a total distance of ±1.48 mile.

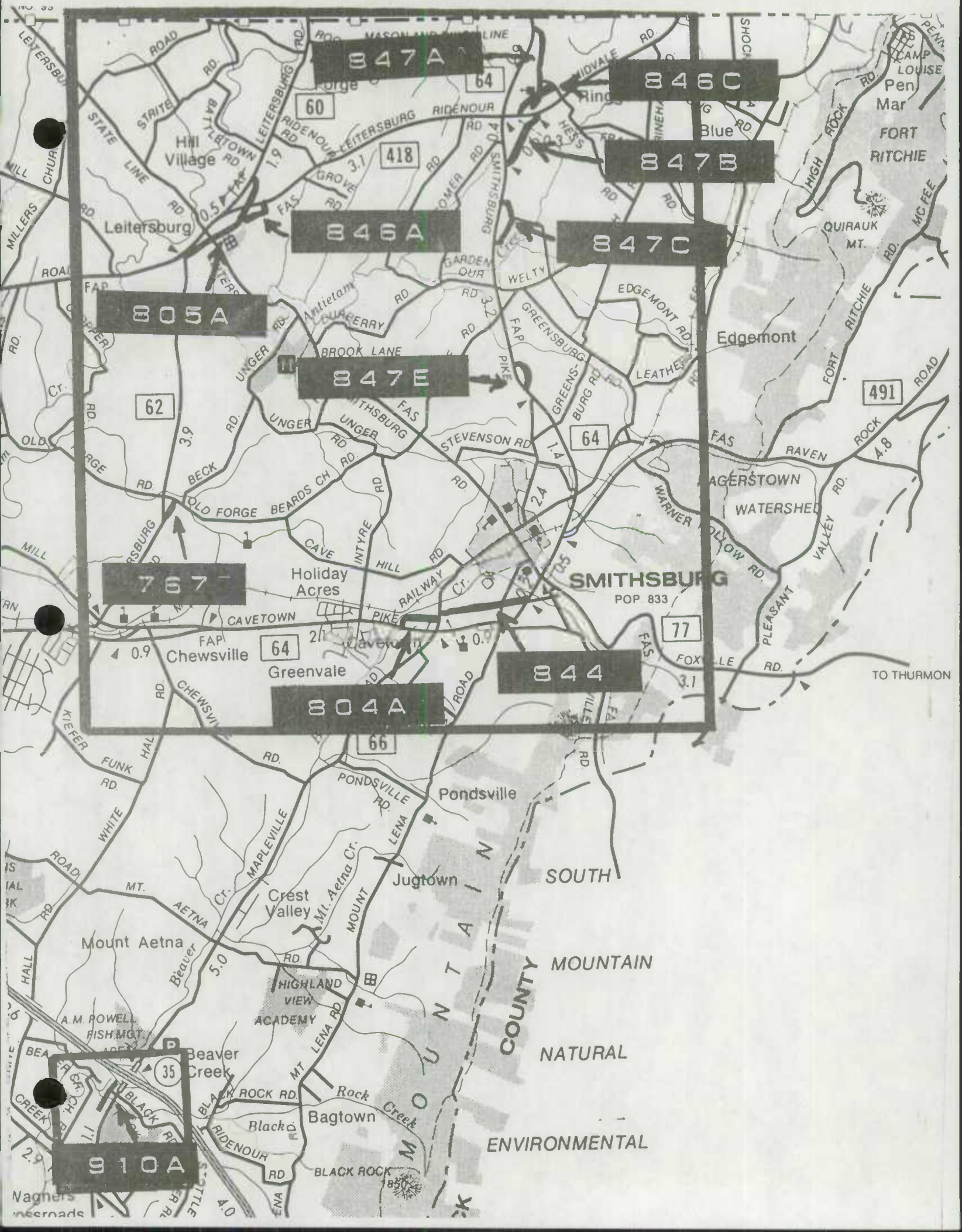
G996 31. MD 845B from MD 34 southeasterly to road end, a total distance of ±0.13 mile.

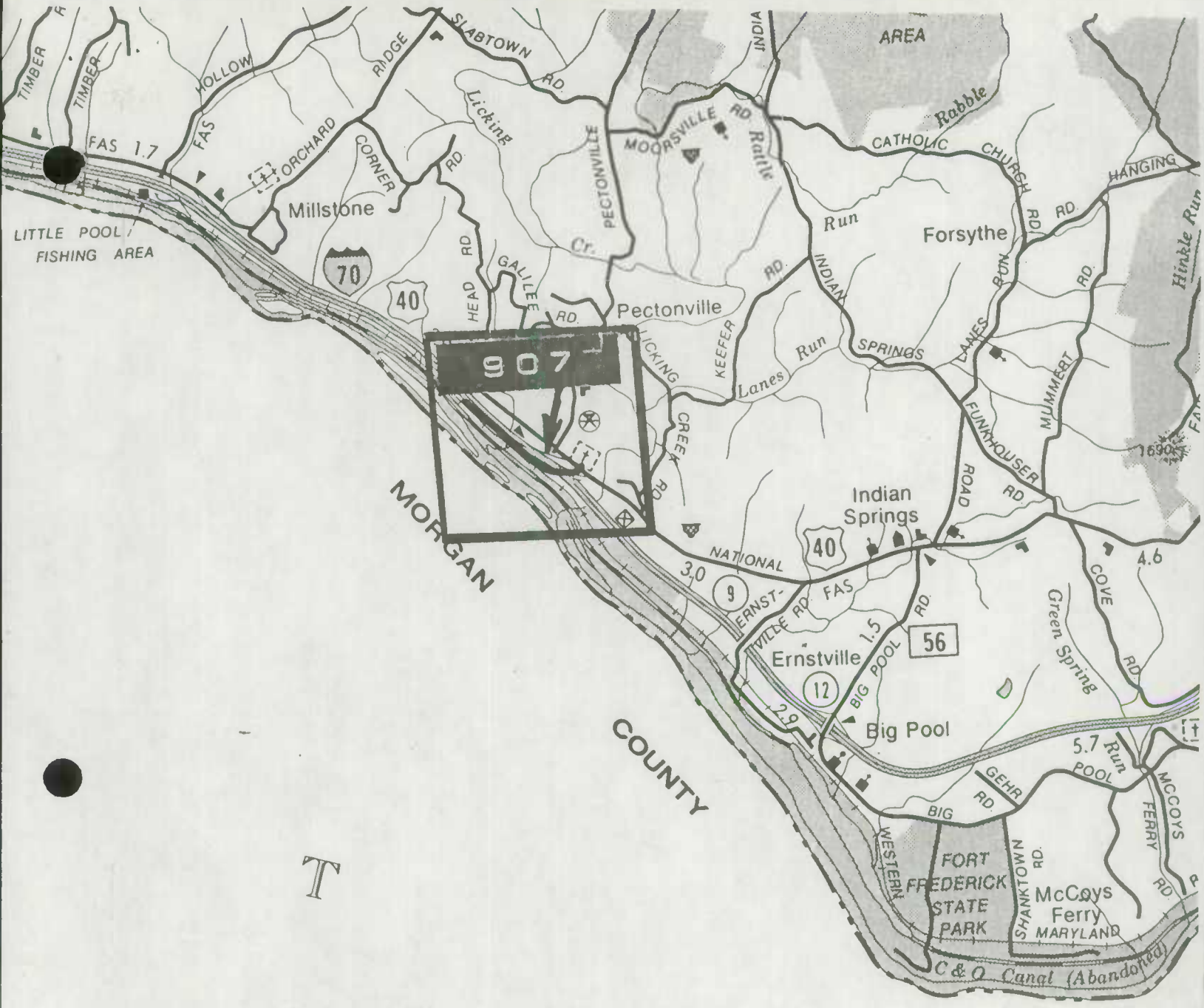
Said agreement had previously been executed by the President of the Board of County Commissioners and approved as to form and legal sufficiency by Assistant Attorney General Norman Polski.

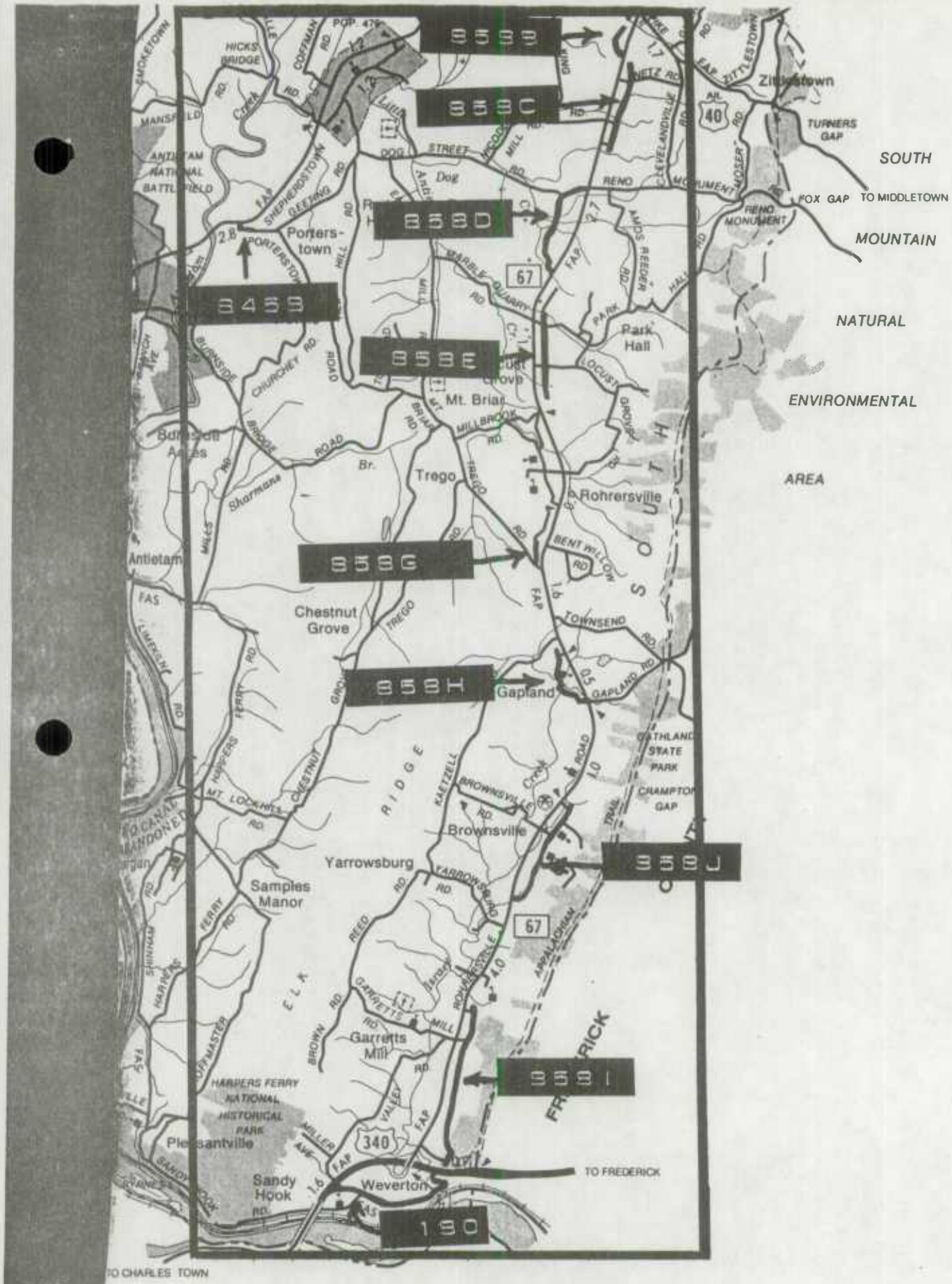
GLS:Elh

cc: Mr. H. Kassoff
Mr. J. Agro
Mr. G. E. Dailey
Mr. J. M. Welsh
Mr. E. M. Loskot
Mr. N. J. Pedersen
Mr. J. T. Neukam
Mr. T. W. Beaulieu
Mr. R. J. Finck
Mr. J. L. White
Mr. R. C. Davison
Ms. R. W. Byron
Mr. Wm. E. Ensor
Mr. G. H. Small
Mr. J. Dorsey
Mr. D. Malkowksi
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. J. S. Koehn
Mr. J. Shea
Mr. M. Munk


893
843C
843F
843E
843B
843H
843A
843G
848
881
Fairview
Hicksville
Broadfording
Martins Crossroads
Troupe Springs
Sylvan Grove
Maugansville
Cearfoss
Orchard Hills
Forest Hills
Fairgreen Acres
Fountain Head
Bostetter
Wilson
Conococheague
Huyetts Cross
Cedar Lawn
Kemps
Halfway
Oak Ridge
Friendship Park
Van Lea Manor
WILLIAMSPORT
POP. 1867
St. James
HAGERSTOWN MUNICIPAL AIRPORT
CONOCOCHEAGUE
COUNTY


847A
846C
847B
846A
847C
805A
847E
767
844
804A
910A
Leitersburg
Hill Village
Forge
Ring
Blue
Pen Mar
FORT RITCHIE
CAMP LOUISE
QUIRAUK MT.
Edgemont
SMITHSBURG
POP 833
Holiday Acres
Chewsville
Greenvale
Pondsville
Jugtown
Crest Valley
Mount Aetna
Beaver Creek
Bagtown
HIGHLAND VIEW ACADEMY
A.M. POWELL FISH MGT.
WATERSHED
TO THURMON
SOUTH MOUNTAIN
COUNTY
NATURAL
ENVIRONMENTAL


907
MORGAN
COUNTY
Millstone
Pectonville
Forsythe
Indian Springs
Ernstville
Big Pool
McCoys Ferry
MARYLAND
FORT FREDERICK STATE PARK
C & O Canal (Abandoned)
LITTLE POOL FISHING AREA
AREA
SLABTOWN RD.
RIDGE
HOLLOW
TIMBER
ORCHARD
CORNER
FAS 1.7
Licking Cr.
PECTONVILLE
MOORSVILLE RD.
Rattle Run
CATHOLIC CHURCH RD.
Rabble
HANGING
Hinkle Run
HEAD RD.
GALILEE RD.
KEEFER RD.
INDIAN SPRINGS RD.
Lanes Run
LANES RUN RD.
MUMMERT RD.
FUNKHOUSER RD.
ROAD RD.
LICKING CREEK RD.
NATIONAL
ERNSTVILLE RD.
FAS
BIG POOL RD.
GEHR RD.
BIG POOL
WESTERN
SHANKTOWN RD.
MCCOYS FERRY RD.
COVE RD.
Green Spring Run
70
40
9
12
56
3.0
1.5
2.9
5.7
4.6
1690


SOUTH
MOUNTAIN
NATURAL
ENVIRONMENTAL
AREA
TO MIDDLETOWN
TO FREDERICK
TO CHARLES TOWN
Zittlestown
TURNERS GAP
FOX GAP
Porters-town
Dog
Park Hall
Mt. Briar
Trego
Rohrersville
Antietam
Chestnut Grove
Gapland
Brownsville
Yarrowsburg
Samples Manor
Garretts Mill
Pleasantville
Sandy Hook
Weverton
HARPERS FERRY NATIONAL HISTORICAL PARK
GATHLAND STATE PARK
CRAMPTON GAP
RIDGE
ELK
FREDERICK
HICKS BRIDGE
ANTIETAM NATIONAL BATTLEFIELD
8558
8558
8558
8558
8558
8558
8558
8558
8558
8558
8558
190

THIS AGREEMENT, made this 25th day of November, 1985, by and between the State Highway Administration of the Department of Transportation of Maryland, hereinafter referred to as "Highway Administration", party of the first part, and Washington County, hereinafter referred to as "County", party of the second part.

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

WHEREAS, this agreement is being pursued in accordance with the three party agreement dated May 3, 1985 between the State Highway Administration, Washington County, and the Town of Williamsport to transfer the hereinafter described sections of road which heretofore were maintained by the "Highway Administration" to the "County", and the "County" has agreed to accept same as an integral part of the County Highway System.

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

1. MD 907 from US 40, southerly under I-70 then northwesterly to the railroad crossing near Licking Creek, a total distance of ± 0.75 mile.

~~2. MD 893 from the Pennsylvania State line to road end east of I-81 near Hagerstown Municipal Airport, a total distance of ± 1.07 miles.~~

BAS 11/19/85
NJP 11/19/85

3. MD 843 C from 0.15 south of US 40 to road end, north of MD 843 I, a total distance of ± 0.62 mile.

4. MD 843 F from MD 63 easterly to road end, north of I-70, a total distance of ± 0.30 mile.

5. MD 843 E from MD 843 B to road end east of MD 63, a total distance of ± 0.31 mile.

6. MD 843 B from south of Wright Road northerly to road end, S of I-70, a total distance of ± 1.00 mile.

7. MD 843 A from the north limits of Williamsport northerly to road end, S of WMRR, a total distance of ± 0.71 mile.

8. MD 843 H from MD 843 A to MD 63, a total distance of ± 0.13 mile.

9. MD 843 G from MD 843 A to MD 63, a total distance of ± 0.03 mile.

10. MD 881 from MD 68 to road end near Pennsylvania Railroad, a total distance of ± 0.94 mile.

11. MD 848 from MD 632 to road end north of I-70, a total distance of ± 0.14 mile.

12. MD 767 from MD 62 to Beards Church Road, a total distance of ± 0.21 mile.

13. MD 805 A from MD 60 west of Leitersburg to MD 60 north of Leitersburg, a total distance of ± 0.95 mile.

14. MD 846 A from MD 805 A to MD 418, east of Leitersburg, a total distance of ± 0.29 mile.

15. MD 804 A from MD 66 to MD 64, a total distance of ± 0.33 mile.

16. MD 844 from MD 66 to MD 64, a total distance of ± 0.80 mile.

17. MD 847 E from MD 64 to MD 64, a total distance of ± 0.27 mile.

18. MD 847 C from MD 64 to MD 64, a total distance of ± 0.45 mile.

19. MD 847 B from MD 64 to MD 418, a total distance of ± 0.56 mile.

20. MD 847 A from south of MD 846 C to MD 64, a total distance of ± 0.73 mile.

21. MD 846 C from MD 418 to Hess Road, a total distance of ± 0.40 mile.

22. MD 910 A from road end south of Black Rock Road to road end north of Black Rock Road, a total distance of ± 0.29 mile.

23. MD 858 B from MD 67 northerly to road end, a total distance of ± 0.25 mile.

24. MD 858 C from south of King Road to north of Netz Road, a total distance of ± 0.89 mile.

25. MD 858 D from MD 67, north of Marble Quarry Road to MD 67 @ Reno Monument Road, a total distance of ± 1.11 mile.

26. MD 858 E from road end south of Locust Grove Road, northerly for 0.65 mile, a total distance of ± 0.65 mile.

27. MD 858 G from MD 67 @ Trego Road northerly for 0.25 mile, a total distance of ± 0.25 mile.

28. MD 858 H from MD 67 @ Gapland to MD 67, a total distance of ± 0.65 mile.

29. MD 858 J from MD 67 northerly to road end, a total distance of ± 1.15 mile.

30. MD 858 I from 0.30 mile north of Garretts Mill Road southerly to road end, a total distance of ± 1.83 mile.

31. MD 180 from US 340 north of Sandy Hook Bridge to US 340 @ MD 858 I, a total distance of ± 1.48 mile.

32. MD 845 B from MD 34 southeasterly to road end, a total distance of ± 0.13 mile.

It is understood and agreed bewtween the parties hereto that the conveyance of the aforegoing sections of State road is subject to the following conditions:

1. The effective date of transfer shall be upon complete approval and execution of this Agreement.
2. The aforegoing mileage will be included in the inventory as of December 1st of the year following the date as set forth in Item 1 above.
3. The basis for the allocation of funds will include the additional ± 19.67 miles in the allocation to the "County" beginning July 1st of the year following the date as set forth in Item 2 above.
4. The transfer of said roads is made on an "as is" basis which pertains to the existing rights-of-way and to the existing condition of the roads involved, including all appurtenances and bridge structures.
5. The "County" accepts jurisdiction over, and responsibility for, the maintenance of said roads as of the effective date of transfer.

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

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

RECOMMENDED FOR APPROVAL:

John T. Newbauer
Chief, Bureau of Highway Statistics

WITNESS:

George L Sacks

THE STATE HIGHWAY ADMINISTRATION
OF THE DEPARTMENT OF TRANSPORTATION

BY Neil J Pedersen 11/19/85
Director, Office of Planning
and Preliminary Engineering

Approved as to form and legal sufficiency
this 25 day of July, 1985

Norman Polski
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Glenn L. Dull
County Engineer

WITNESS:

Kathryn L. Short

WASHINGTON COUNTY, MARYLAND

By Ronald L. Bowers
President, Washington County
Commissioners

Approved as to form and legal sufficiency
this 20 day of August, 1985

David W. Podolf
County Attorney

November 19, 1985

Addendum #1

The attached agreement by which the State Highway Administration transfers ±19.67 miles of roadway to Washington County is amended as follows:

1. The transfer of MD 893 from the Pennsylvania State Line to road end east of I-81 near the Hagerstown Municipal Airport, a distance of ±1.07 miles is deleted from said Agreement. This roadway will be transferred by the State Highway Administration to the Board of County Commissioners by separate agreement by no later than January 1, 1986.
2. The State Highway Administration agrees to complete certain improvements to certain of the roads being transferred, said roads and improvements thereto to be specifically identified in Addendum #2 to this Agreement.

Witness:

Barry C. Tech

Ronald L. Bowers

Ronald L. Bowers, President

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Date: November 19, 1985

Witness:

J. M. Boehlen

Neil J. Pedersen

State Highway Administration

Date: Nov. 19, 1985

NOW Co 942

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

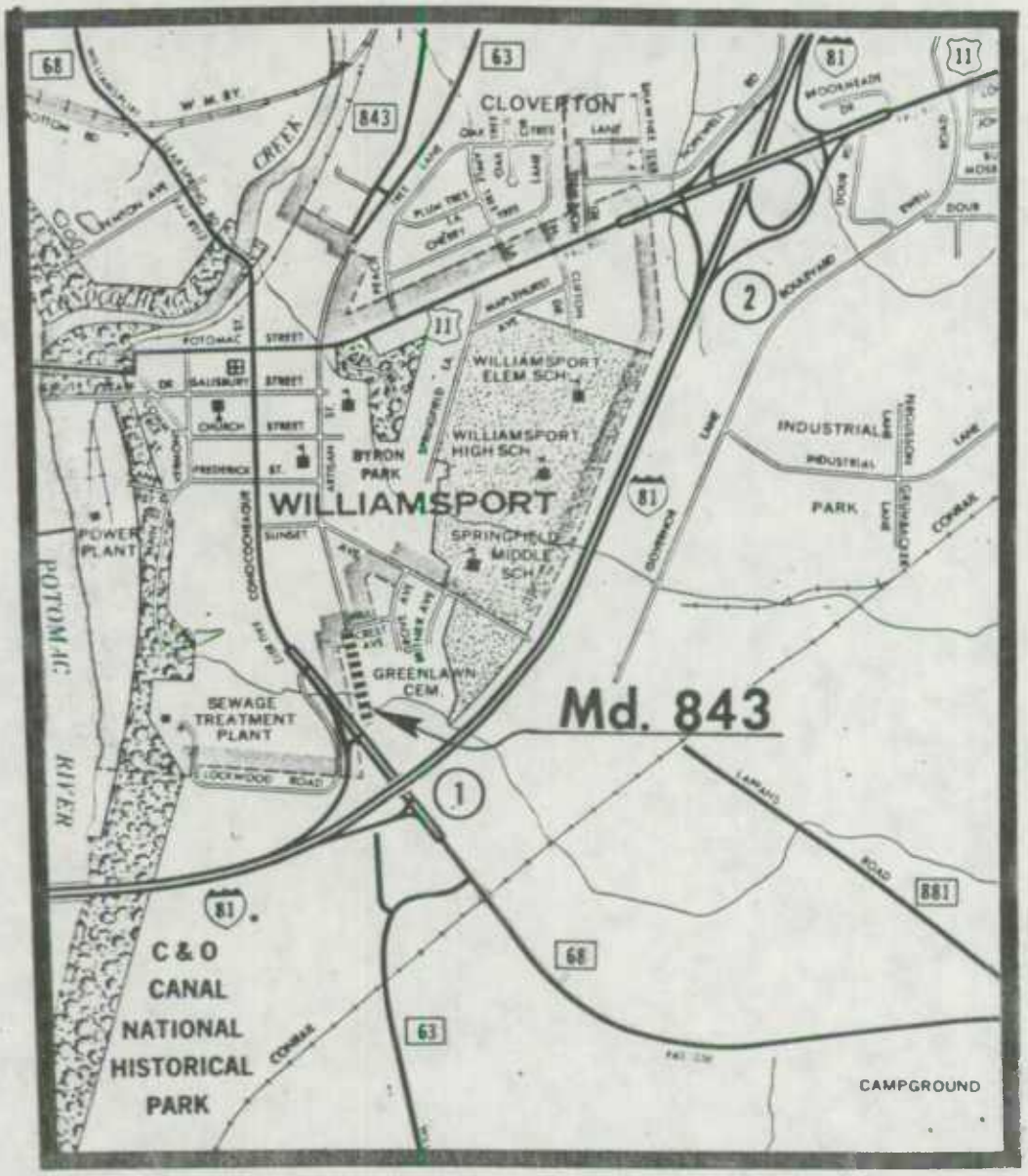
April 5, 1982

Director Kassoff, Office of Planning and Preliminary Engineering, executed an Agreement dated April 5, 1982, between the State Highway Administration and Washington 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.

Co 942 Md. Rte. 843 (Artizan Street) - from the south limits of Williamsport to the road end. A total distance of ± 0.23 mile.

Said agreement had previously been executed by the President of the Board of County Commissioners for Washington 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. T. W. Beaulieu
Mr. C. W. Reese
Mr. S. Atkins (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) Min.
Mr. P. S. Jaworski
Mr. C. Lee
Mr. E. M. Loskot
Mr. R. C. Pazourek
Mr. R. Weaver
Secretary's File



Md. Rte. 843 (Artizan Street) - from the south limits of Williamsport to the road end.
A total distance of ± 0.23 mile.

Transferred to Washington County by Agreement dated April 5, 1982.

Maryland Department of Transportation
State Highway Administration

Harry R. Hughes
Secretary
Bernard M. Evans
Administrator

March 7, 1977

MEMORANDUM

To: Charles C. Grice, Esquire
Staff Attorney

From: David E. Muser, Asst. Chief
Property Management Section

Subject: Project W 446-015-620
I-81 - Potomac River to 0.3 Mile
South of U.S. Route 11
Former Old R/W of Md. Rte. 68
General File No. 38709

We are forwarding to you an executed deed conveying the excess land of the above-captioned property containing 0.3807 acre, plus or minus, to James H. Cochrane, Jr.

This parcel was sold to Mr. Cochrane for $500. The $100 initial deposit was paid and credited to the Administration's account at the time of acceptance of the bid.

When you close this case and deliver the deed to Mr. James H. Cochrane, Jr., P.O. Box 1216, Richmond, Virginia 23209, you should receive a certified or cashier's check made payable to the State Highway Administration of Maryland in the amount of $400 representing the balance payment due for this property.

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

Thank you for your cooperation in this matter.

NOT Part of Any System

DEM:ab
Attachments: Deed with plat No. 45676
cc: Messrs. Richardson, Sfekas, Polski, Bushby, Deavers, Funk, Baker, Chambers and Becker.
Mr. James H. Cochrane, Jr.

CERTIFIED MAIL - RRR

Maryland Department of Transportation
State Highway Administration

Harry R. Hughes
Secretary
Bernard M. Evans
Administrator

March 7, 1977

MEMORANDUM

To: Charles C. Grice, Esquire
Staff Attorney

From: David E. Muser, Asst. Chief
Property Management Section

Subject: Project W 446-015-620
I-81 - Potomac River to 0.3 Mile
South of U.S. Route 11
Former Old R/W of Md. Rte. 68
General File No. 38709

We are forwarding to you an executed deed conveying the excess land of the above-captioned property containing 1.5315 acres, plus or minus, to Hagerstown-Washington County Industrial Foundation, Inc.

This parcel was sold for $500. The initial deposit was paid and credited to the Administration's account at the time of acceptance of the bid.

When you close this case and deliver the deed to Mr. Merle Elliott, President, Hagerstown-Washington County Industrial Foundation, Inc., P.O. Box 498, Hagerstown, Maryland 21740, you should receive a certified or cashier's check in the amount of $400, made payable to the State Highway Administration of Maryland, representing the balance payment due for this property.

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

Thank you for your cooperation in this matter.

NOT PART of Any System

DEM:ab
Attachments: Deed with plat No. 45676
cc: Messrs. Richardson, Sfekas, Polski, Bushby, Deavers, Funk, Baker, Chambers and Becker.
Mr. Merle Elliott

CERTIFIED MAIL - RRR

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

February 23, 1977

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated February 14, 1977, between the State Highway Administration and Washington 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:

1. Md. 848-A (Downsville Rd.) - From relocated Md. 632 to West Oak Ridge Rd. (Co. 790) for a distance of 0.30 ± mile. - Now Co 889

2. Md. 848-B (Old Md. 632) - From Md. 848-A (Downsville Rd.) to Road End for a distance of 0.11 ± mile. - Now Co 890

Said agreement had previously been executed by the President of the Board of County Commissioners of Frederick 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. Bazourek
J. D. Bushby
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
Washington County
Secretary's File
SHA - Washington County File


GREENBERRY HILLS
HALFWAY
FRIENDSHIP PARK
OAK RIDGE
848-B
848-A
DOUBS WOODS PARK
ROSE HILL CEMETERY
FUNKSTOWN
FIERY SIDING
BALLS ROAD
ST. JAMES VILLAGE
580
590

Co. to State
Now Md 491

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

June 4, 1975

Director Hajzyk, Office of Planning and Preliminary Engineering, executed agreement dated June 4, 1975, between Washington County, Maryland and the State Highway Administration relative to the transfer by the County to the Highway 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.

McAfee Hill Rd. (Co. 271) - From Md. 491 at the Frederick County line to Md. 550 for a total distance of 0.38± mile.

Said agreement had previously been executed by the County Commissioner for Washington County, Maryland and approved as to form and legal sufficiency by Special Attorney Eli Baer.

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

THIS AGREEMENT made this 4th day of June 1975, by and between Washington 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:

McAfee Hill Rd. (Co. 271) - From Md. 491 at the Frederick County Line to Md. 550 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 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, 1975.

3. The basis for the allocation of funds will exclude the 0.38± mile in the allotment to the County beginning July 1, 1976.

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

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

COUNTY COMMISSIONERS FOR WASHINGTON COUNTY, MARYLAND

Martin L. Snook

ATTEST:

Donald L. Choate
Clerk to County Commissioners

WITNESS:

Barbara L. Short
Cecil P. Myers

STATE HIGHWAY ADMINISTRATION OF MARYLAND

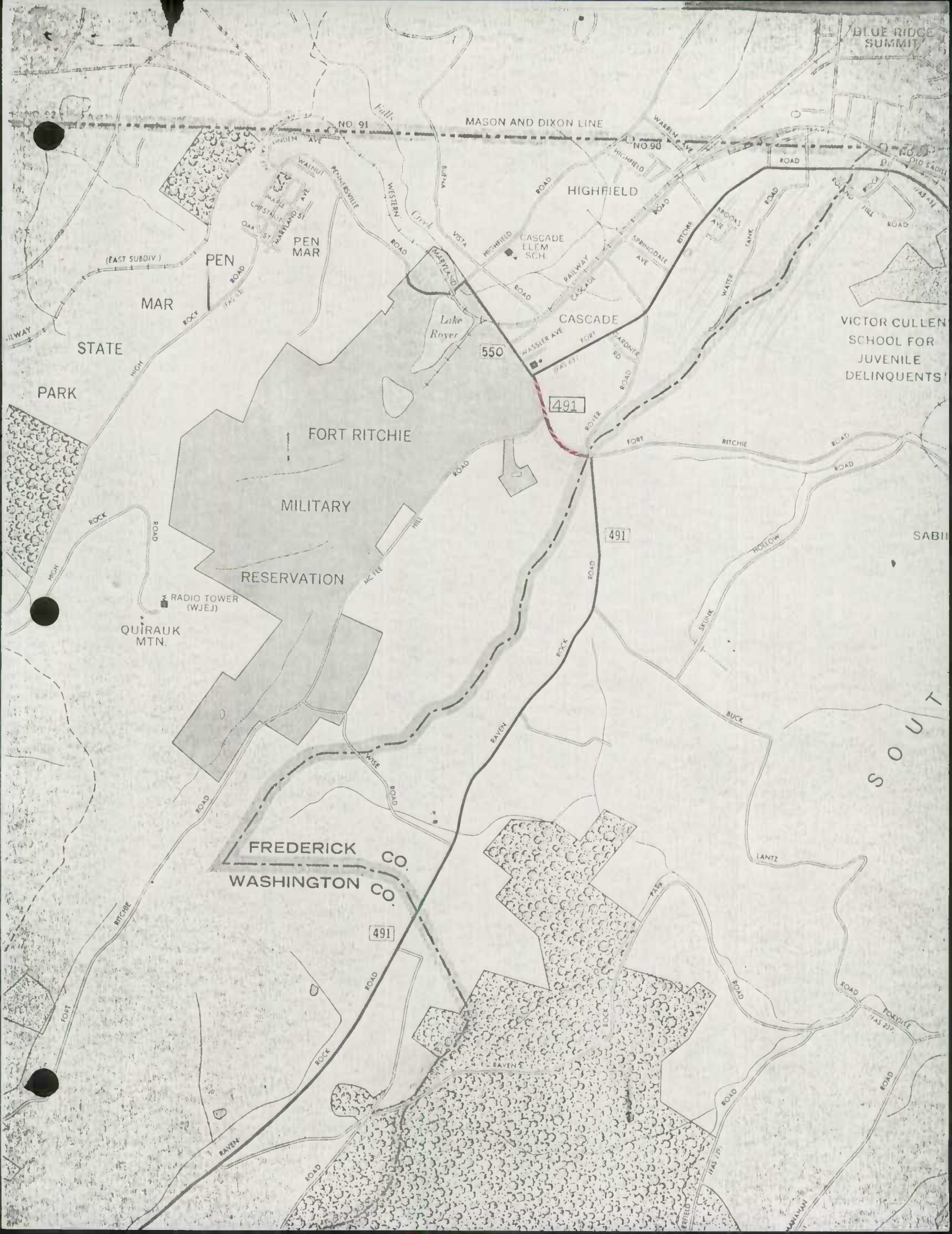
By: Robert J. Bazzoli
Director, Office of Planning and Preliminary Engineering

APPROVED:

Chief, Bureau of Highway Statistics

Approved as to form and legal sufficiency this 11th day of April, 1975

Eli Bar
Administrative Special Attorney


BLUE RIDGE SUMMIT
MASON AND DIXON LINE
NO. 91
NO. 90
HIGHFIELD
CASCADE ELEM SCH
PEN MAR
PEN MAR STATE PARK
CASCADE
Lake Royer
550
491
FORT RITCHIE
MILITARY RESERVATION
RADIO TOWER (WJEJ)
QUIRAUK MTN.
VICTOR CULLEN SCHOOL FOR JUVENILE DELINQUENTS
FREDERICK CO.
WASHINGTON CO.
SOUT

Clyde:
Does the agreement state who will maintain road after completion
Geo

FAP # APL 5000(110)

File
Al Trough
Dist #6

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
WEDNESDAY, MAY 24, 1972
* * *

Administrator Fisher executed triplicate copies of agreement dated May 24, 1972, between the Administration and Washington County, wherein the County proposes the improvement by construction of Interstate Industrial Park Road, from 0.9 mile South of U.S. Route 11 at end of County Road extending Southerly for 0.49 mile (Federal Aid Project #APL-5000(110), in order to utilize Federal Aid Appalachia funds made available by the Administration, with the County financing all costs in excess of Federal reimbursement. The agreement sets forth more fully the responsibilities of each party in connection with the construction.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Office of Planning & Safety
Mr. W. L. Shook
Mr. F. R. Galloway
Mr. A. L. Grubb
Mr. R. H. Trainor
Mr. T. Hicks
Mr. E. J. Dougherty
Mr. R. C. Pazourek
Mr. G. W. Cassell ✓
Mr. E. K. Lloyd
Office of Constr. Inspection
Mr. J. D. Bushby
Mr. H. Berger
Secretary's File
Washington County Commissioners
SHA-Washington County file
Contract W-525-4-615;FAP#APL-5000(110)

THIS AGREEMENT, Made this [illegible] day of May, nineteen hundred and seventy-two, by and between the State of Maryland, Department of Transportation, State Highway Administration, party of the first part, hereinafter called the "Administration", and Washington County, hereinafter referred to as the "County",

Witnesseth:

WHEREAS, the County proposes the improvement by construction of a highway in Washington County known as Interstate Industrial Park Road, extending from 0.9 Mile south of U.S. Route 11, at end of County Road, then extending southerly for 0.49 mile, more particularly described as follows:

Federal Aid Project Number APL-5000(110) - Interstate Industrial Park Road

WHEREAS, the Administration has accepted the proposal of the County to cooperate and to share in the cost of construction, and

WHEREAS, the County proposes to utilize Appalachia Section 201 Grant funds for the construction of said project, and

WHEREAS, the County has requested the Administration to act on its behalf wherever necessary, in order to comply with the requirements to utilize Federal Aid funds for the construction of this project, and

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

WHEREAS, the Federal Highway Administration's Policy and Procedure Memorandum 21-6.3 dated June 28, 1968, sets forth procedures whereby the services and facilities of the local government may be utilized and requires that there be an executed agreement between the Administration and the local agency setting forth conditions under which the project would be constructed, and

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

WHEREAS, the Administration finds that the design can be advantageously performed under the direction of the County, and

WHEREAS, the County desires and is willing to cooperate with the Administration in carrying out the objectives of the Federal Aid Act, all in accordance with the regulations, policies and procedures of the Federal Highway Administration,

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

1. The Administration agrees that the County shall make preliminary and final designs, prepare specifications, estimates, and contracts with their own forces or by utilizing the services of a consulting engineer. All work performed by the County and all contracts entered into by the County shall be subject to prior approval of the Administration and the Federal Highway Administration, in conformance with the Federal Highway

Administration Policy and Procedure, and reimbursement to the County shall be on the basis agreed upon at the time the work is authorized.

2. The County shall provide all necessary rights of way for the construction and maintenance of the project at no expense to the Administration, 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 Federal Highway Administration.

3. Construction of the project shall be subject at all times to inspection by representatives of the Administration and the Federal Highway Administration so as to insure full compliance with law, rules, and regulations relating to projects upon which Federal funds are being expended. The Administration, at the cost to 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.

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

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

6. Subject to the approval by the Administration and prior authorization of the Federal Highway Administration, the County shall advertise for bids and award the contract.

7. Since the agreement covering Federal reimbursement will be between the Administration and the Federal Highway Administration to secure

Federal participation, it is understood and agreed that all work and all expenditures shall be in accord with the approved plans, specifications and estimates, except as modified by changes having prior approval of the Administration and the Federal Highway Administration.

8. All contracts for work on the project will be between the County and 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 all contracts and construction, or from any liability whatever, either directly or indirectly arising from or out of said contracts or construction.

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

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

11. Project payments will be made to the County by the Administration on a monthly basis, claims for less than One Thousand Dollars ($1,000.00) shall not be submitted. Final reimbursement to the County shall be made upon acceptance of the completed project by the Administration and

the Federal Highway Administration.

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

13. The County further agrees that all signs, signals, and markings shall conform to the Manual of Uniform Control Devices approved by the Federal Highway Administration, and that future changes in traffic control measures will be subject to prior approval of the Federal Highway Administration.

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

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

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

17. This agreement shall inure to and be binding upon the

parties hereto, their agents, successors and assigns.

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

STATE HIGHWAY ADMINISTRATION OF MARYLAND

BY: _____
State Highway Administrator

WITNESS:

_____

Approved as to form and legal sufficiency

this 21st day of _____, 1972.

_____
Special Attorney

APPROVED:

_____
Chief Engineer

COUNTY COMMISSIONERS FOR WASHINGTON
COUNTY, MARYLAND

ATTEST:

Clerk to
County Commissioners

Approved as to form and legal
sufficiency this 2 day of
May, 1972.

Counsel to County Commissioners of
Washington County

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
WEDNESDAY, MAY 24, 1972

* * *

APL 5000(A02)

Administrator Fisher executed duplicate copies of agreement dated May 24, 1972, between the State Highway Administration and the Board of County Commissioners of Washington 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. 911 - From Mosby Drive (Co. Rd. 668) to 0.79 mile South of Mosby Drive as constructed under Contract W-525-1-678, for a total distance of 0.79± mile

Said agreement had previously been executed by the 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. J. D. Bushby
Mr. W. L. Shook
Mr. C. E. Caltrider
Mr. R. H. Trainor
Mr. T. Hicks
Mr. E. J. Dougherty
Mr. H. H. Bowers
Mr. G. W. Cassell ✓
Mr. Charles Lee
Mr. P. S. Jaworski
Miss D. J. Sinners
Washington County Commissioners
Secretary's File
SHA-Washington County file
Contract W-525-1-678

THIS AGREEMENT made this 24th day of May, 1972, 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 Board of County Commissioners of Washington County, Maryland, hereinafter referred to as "County Commissioners", 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

WHEREAS, the "Highway Administration", party of the first part, agrees to transfer the following described sections of roads, constructed by the State, to the County Commissioners, party of the second part, and the County Commissioners agree to accept same for maintenance and snow removal purposes as part of the County Highway System.

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

Md. 911 - From Mosby Drive (Co. Rd. 668) to 0.79 mile South of Mosby Drive as constructed under Contract W-525-1-678 for a total distance of 0.79 ± mile.

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

1. The 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, 1972.
3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County Commissioners beginning July 1, 1973.
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 in duplicate by their proper officers thereunto duly authorized the day and year first above written.

STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION

WITNESS:

David H. Fisher
State Highway Administrator

Approved as to form and legal sufficiency this 24th day of May 1972.

APPROVED:

Chief Engineer

Administrative Special Attorney

COUNTY COMMISSIONERS FOR WASHINGTON COUNTY

ATTEST:

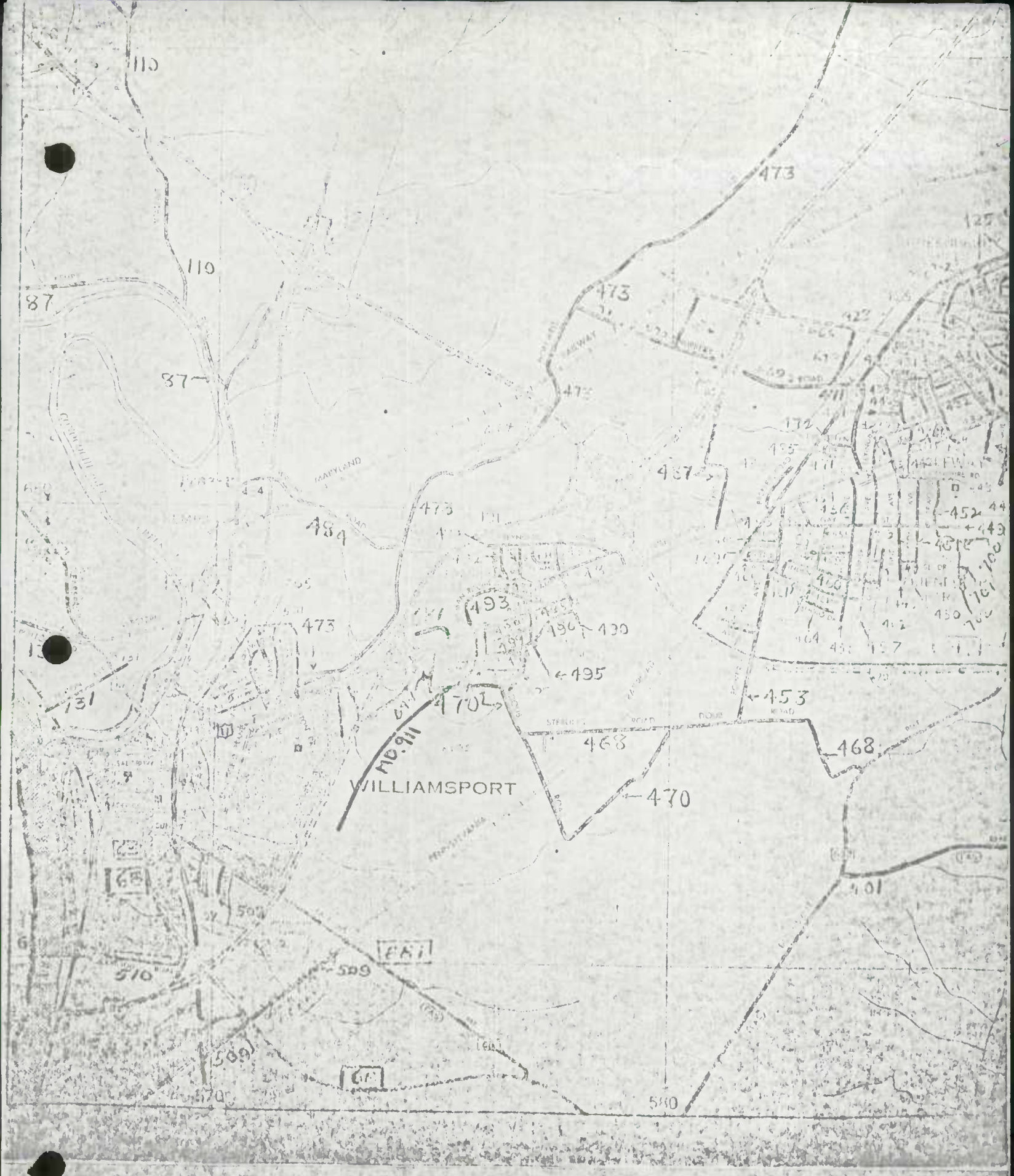
Clerk to County Commissioners

RECOMMENDED FOR
APPROVAL:

Glenn L. Duff

Approved as to form and legal
sufficiency this 2 day of
May, 1972

James F. Stone
Counsel to County Commissioners
of Washington County.


WILLIAMSPORT
MD. 911
473
110
87
484
493
495
470
468
453
452
449
401
509
510
580

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
WEDNESDAY, DECEMBER 22, 1971
* * *

Administrator Fisher executed duplicate copies of a deed whereby the State Highway Administration, subject to concurrence by the Board of Public Works of Maryland, conveys to the United States Department of the Interior 17.045± acres of land located within the authorized boundaries of the Antietam National Battlefield Site, in Washington County and designated by the National Park Service as Tract No. 02-102, Parcels A and B, and Tract No. 05-105, as more fully outlined therein.

This conveyance is made with the understanding that the U. S. Department of the Interior will in exchange and without additional monetary consideration by either party, convey to the State Highway Administration 29.27± acres of land, also located within the authorized boundaries of the Antietam National Battlefield Site and designated by the National Park Service as Tracts No. 05-106 and 02-103, as more fully outlined in the deed being processed by the Department of the Interior.

Copy: Mr. C. E. Wyant, Jr.
Mr. H. B. Felter
Mr. G. W. Cassell
Board of Public Works of Maryland
Secretary's File
SHA-Washington County file

MEMORANDUM OF ACTION OF STATE HIGHWAY ADMINISTRATOR DAVID H. FISHER
WEDNESDAY, DECEMBER 22, 1971
* * *

Administrator Fisher executed duplicate copies of a deed whereby the State Highway Administration, subject to concurrence by the Board of Public Works of Maryland, conveys to the United States Department of the Interior 17.045± acres of land located within the authorized boundaries of the Antietam National Battlefield Site, in Washington County and designated by the National Park Service as Tract No. 02-102, Parcels A and B, and Tract No. 05-105, as more fully outlined therein.

This conveyance is made with the understanding that the U. S. Department of the Interior will in exchange and without additional monetary consideration by either party, convey to the State Highway Administration 29.27± acres of land, also located within the authorized boundaries of the Antietam National Battlefield Site and designated by the National Park Service as Tracts No. 05-106 and 02-103, as more fully outlined in the deed being processed by the Department of the Interior.

Relocated Md 65 North of Sharpsburg - Old Md 65 New Govt. Rd. Relocation built by Government and Trans. to State by this Agmt.

Copy: Mr. C. E. Wyant, Jr.
Mr. H. B. Felter
Mr. G. W. Cassell
Board of Public Works of Maryland
Secretary's File
SHA-Washington County file

Secretary's File
No. 51455

No.....

Orig. To C. E. Wyant 12/27/72

Secretary's File No. 51455

QUITCLAIM DEED

THIS DEED, made this 22ND day of DECEMBER in the year of 1971, by and between the STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND and joined by Marvin Mandel, Governor of Maryland; Louis L. Goldstein, Comptroller of Maryland; and John A. Leutkemeyer, Treasurer of Maryland, Constituting the BOARD OF PUBLIC WORKS OF MARYLAND, hereinafter referred to as the Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as the Grantee, acting by and through the Chief, Office of Land Acquisition and Water Resources, Eastern Service Center, National Park Service of the Department of the Interior.

WITNESSETH:

WHEREAS, the State Roads Commission (now State Highway Administration) is the fee simple owner of certain parcels of land designated by the National Park Service as Tract No. 02-102, Parcels A and B, and Tract No. 05-105, containing 17.045 acres of land, more or less, located within the authorized boundaries of the Antietam National Battlefield Site; and

WHEREAS, the United States of America is the owner of an estate, interest, and perpetual easement for the construction, operation, and maintenance of a road, subject to existing rights and easements for sewer, gas, and water pipelines and other utilities, if any, and designated by the National Park Service as Tracts No. 05-106 and 02-103, containing 29.27 acres of land, more or less, located within the authorized boundaries of the Antietam National Battlefield Site; and

WHEREAS, it is the desire of both parties to the within deed to make an exchange of their respective properties or interests therein as above described; and as shown on the attached Exhibit A and Exhibit B; 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.

WHEREAS, Public Law 90-401 of July 15, 1968, authorizes the Secretary of the Interior to accept title to any nonfederal property or interest therein within a unit of the National Park System or miscellaneous area under his administration, and in exchange therefore, he may convey to the Grantor of such property or interest any federally owned property or interest therein under his jurisdiction which he determines is suitable for exchange or other disposal and which is located in the same State as the nonfederal property to be acquired.

WHEREAS, it has been determined by the Chief, Office of Land Acquisition and Water Resources, Eastern Service Center, National Park Service of the Department of the Interior that the lands to be exchanged are located in the same State and are approximately equal in value; and

WHEREAS, the Chief, Office of Land Acquisition and Water Resources, Eastern Service Center, National Park Service of the Department of the Interior has been delegated authority by the Secretary of the Interior to consummate land exchanges and to execute conveyances for and on behalf of the United States of America

NOW, THEREFORE, for and in consideration of the premises and of the mutual benefits and advantages accruing to each of the parties to the within deed from the exchange of land aforesaid, the Grantor does hereby grant, bargain, remise, release, and quitclaim unto the United States of America and its assigns forever, all of its right, title, estate and interest in and to those certain tracts of land situate, lying and being in Washington County, Maryland, and more particularly described as follows:

Tract 02-102

ALL that parcel of land situate, lying, and being in the County of Washington, State of Maryland, being more particularly bounded and described as follows:

PARCEL A

BEGINNING at the intersection of the northerly right-of-way line of Maryland Route Numbered 34 leading from Sharpsburg to Keedysville with the northerly right-of-way line of the relocation of Richardson Avenue said point of intersection being 34.00 feet measured radially from station 17+00 of the base line of right-of-way as said base line of right-of-way is delineated on State Roads Commission's plats number 16968 and 15615.

Thence, binding along the aforementioned northerly right-of-way line of Richardson Avenue the two following course and distances, namely: North 38° 37' 39" East, 71.73 feet and North 69° 10' 55" East, 333.04 feet to intersect the westerly right-of-way line of Richardson Avenue;

Thence, binding thereon South 12° 31' 20" West, 31.12 feet to intersect the base line of right-of-way of the relocation of Richardson Avenue at station 3+33.73, delineated on said plats;

Thence, continuing along the aforementioned westerly right-of-way line of Richardson Avenue South 12° 31' 20" West, 116.03 feet to intersect the aforementioned northerly right-of-way line of Maryland Route Numbered 34;

Thence, binding thereon the two following courses and distances, namely: South 84° 45' 55" West, 213.83 feet, and by a curve to the left having a radius of 5,763.58 feet for a distance of 111.84 feet, said curve being subtended by a chord South 84° 12' 40" West, 111.83 feet to the place of beginning.

Said parcel containing 0.66 acres, more or less, and being a part or parts of that tract of land which was conveyed from Sadie V. Piper, et al., to State Roads Commission of Maryland by deed dated July 31, 1957, and recorded among the land records of Washington County in Liber Number 327, Folio 212.

PARCEL B

BEGINNING at a point on the east property line of the Antietam National Cemetery, said point being at the edge of a stone wall bearing a four foot iron fence on the top, being further located South 16° 53' 05" East 72.00 feet from centerline station 4+51, State Roads Commission Plat 15614; thence, North 00° 06' 22"; East 37.64 feet to a point located South 16° 53' 05" East 36 feet from centerline station 4+62, SRC Plat 15614; thence, North 73° 06' 55" East 184.17 feet to a point located 36 feet from PC station 6+46.17, SRC Plat 15614; thence, by a curve to the right having a radius of 5,693.58 feet for an arc distance of 1157.68 feet (chord distance 1155.68 feet) to a point located radially 36 feet South of PT station 18+11.17, SRC Plat 15615; thence, North 84° 45' 55" East 476.83 feet to a point located perpendicularly 36 feet from station 23+00, SRC Plat 15615; ahead thence, South 05° 14' 05" East 80 feet to a point on line of lands, now or formerly, of Louis Lohman; thence, on the line of said lands South 84° 45' 55" West 476.83 feet to a point located radially 116 feet from PT station 18+11.17, SRC Plat 15615; thence, South 45° 25' 14" West 63.36 feet to a point located radially 165 feet from station 17+71, SRC Plat 15615; thence, by a curve to the left having a radius of 5,564.58 feet for an arc distance of 50 feet, more or less, to a point located radially 165 feet from centerline station 17+21, SRC Plat 15615; thence, North 31° 03' 27" West 60.80 feet to a point located radially 116 feet from station 16+85, SRC Plat 15615; thence

thence, by a curve to the left having a radius of 5,613.58 feet for an arc distance of 780.05 feet, more or less, to a point located radially 110 feet from station 9+00; thence, continuing along the southerly right-of-way line of State Route 34 in a southwesterly direction as shown on SRC Plat No. 15614, to the place of beginning, containing 3.165 acres, more or less.

Excepting a parcel of approximately 0.06 acre comprising the northerly portion of Rodman Avenue extending from the southerly right-of-way line of widened and relocated Maryland State Route 34 northeasterly about 80 feet into said Maryland State Route 34 right-of-way at station 17+71, SRC Plat 15615; this area not included in the above acreage.

BEING a part or parts of that tract of land conveyed from Golden B. Leatherman, et al., to State Roads Commission of Maryland by deed dated November 6, 1956, and recorded among the land records of Washington County in Liber 318, Folio 65 and ALSO being a part or parts of that tract of land conveyed from Louis Lohman to State Roads Commission of Maryland by deed dated September 19, 1956, and recorded among the land records of Washington County in Liber 315, Folio 330; and ALSO from J. Wesley Dorsey, et ux., by deed dated September 19, 1956, and recorded on September 20, 1956, at Liber 315, Folio 332.

Tract 05-105

A parcel of land situate, lying, and being in Washington County, Maryland, and being a road right-of-way of various widths more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of Maryland Route 65, said point being located radially 40 feet from centerline station PC 508+04.40 as shown on State Roads Commission right-of-way Plat No. 8698 (contract No. W 399-1-615); thence, by a curve to the left having a radius of 1869.86 feet for an arc distance of 674.88 feet (chord distance 669.78 feet) to a point on land of William W. Barr located 40 feet radially distance from centerline station 514+98.90 State Road Commission Plat 8698; thence, South 09° 00' 45" East 1053.20 to a point located 40 feet radially distance from centerline station 525+47.10, State Roads Commission Plat No. 8699; thence, by a curve to the left having a radius of 5689.58 feet for an arc distance of 263.15 feet (chord distance 263.08 feet) to a point located 40 feet perpendicularly distance from PT station 528+12.10, State Roads Commission Plat No. 8699; thence, South 11° 39' 45" East 182.95 feet to a point of curve located radially 40 feet from centerline station PC 529+95.05; thence, by a curve to the right having a radius of 5769.58 feet for an arc distance of 221.54 feet (chord distance 221.53 feet) to a point located 40 feet perpendicularly distant from station 532+15.05 back: 532+10.05, Ahead, State Roads Commission Plat No. 8700; thence, still with the land of the said William W. Barr South 09° 27' 45" East 464.95 feet to a point on line of land

thence, on the line of land of United States Government North 08° 27' 45 West 258.50 feet to a point on the line of land of Charles Turner; thence, on a line of land of Charles Turner North 08° 27' 45" West 146.00 feet to a point located 40 feet perpendicularly distance from station 558+83.00, State Roads Commission Plat No. 8702; thence, North 08° 27' 45" West 121.00 feet to a point located 40 feet perpendicularly distance from station 557+67.00, State Roads Commission Plat No. 8702; thence, North 59° 48' 10" West 51.22 feet to a point located 80 feet perpendicularly distance from station 557+35, State Roads Commission Plat No. 8702; thence, North 44° 40' 04" East 49.99 feet to a point located 40 feet perpendicularly distance from station 557+05, State Roads Commission Plat No. 8702, said point being in the center of Confederate Avenue; thence, leaving Confederate Avenue and on the line of lands of George L. Poffenberger North 08° 27' 45" West 739 feet to a point on line of land of the United States Government known as the Philadelphia Brigade Park, said point being located 40 feet perpendicularly distance from station 549+65, State Roads Commission Plat No. 8701; thenec, severing the lands of the said park North 08° 27' 45" West 642 feet to a point on line of land of George L. Poffenberger; thence, on the line of land of the George L. Poffenberger North 08° 27' 45" West 30.47 feet; thence, North 09° 27' 45" West 447.03 feet to a point on line of land of the United States Government, said point being located 40 feet perpendicularly distance from station 538+44.50, State Roads Commission Plat No. 8700; thence, severing the land of the United States Government, crossing over Starke Avenue North 09° 27' 45" West 79.50 feet to a point located on line of land of Hubert P. Stine, said point being located 40 feet perpendicularly distanee from station 537+65, State Roads Commission Plat No. 8700; thence, on the line of land of Hubert P. Stine North 09° 27' 45" West 85.50 feet to a point on line of William W. Barr, said point being located 40 feet perpendicularly distance from centerline station 536+79.50, State Roads Commission Plat No. 8700; thence, on the line of land of the William W. Barr North 09° 27' 45" West 464.45 feet to a point 40 feet perpendicularly distanee from PT station 532+15.05 Back = 532+10.05 Ahead State Roads Commission Plat No. 8700; thence, by a eurve to the left having a radius of 5689.58 feet for an are distanee of 218.46 feet (chord distance 218.45 feet) to a point located 40 feet radially distance from centerline station 529+95.05, State Roads Commission Plats No. 8700 and No. 8699; thence, still on the line of lands of William W. Bar North 11° 39' 45" West 182.95 feet to a point of curve being located 40 feet perpendicularly distance from station 528+12.10, State Roads Commission Plat No. 8699; thence, by a curve to the right having a radius of 5769.58 feet for an arc distance of 266.85 feet (chord distance 266.78 feet) to a point located 40 feet radially distanee from centerline station 525+47.10, State Roads Commission Plat No. 8699; thence, North 09° 00' 45 West 1053.20 feet to a point located 40 feet perpendicularly distance from station 514+93.90, State Roads Commission Plat No. 8698; thence, by a curve to the right having a radius of 1949.86 feet

of the United States Government located 40 feet perpendicularly from centerline station 536+71; thence, severing the said land South 09° 27' 45" East 259 feet to a point on line of land of Allen R. Wilson located 40 feet perpendicularly from centerline station 539+34, State Roads Commission Plat No. 8700; thence, on the line of land of said Allen R. Wilson South 09° 27' 45" East 357.52 feet; thence, South 08° 27' 45" East 1350.48 feet to a point on line of land of United States Government, said point being located 40 feet perpendicularly from centerline station 556+42, State Roads Commission Plat No. 8702; thence, severing the lands of the United States Government South 08° 27' 45" East 433 feet to a point on line of land known as the former tollhouse lot, later belonging to Raymond W. Knode; thence, in a southeasterly direction with a part of 3rd line reversely, of deed from Knode to State Roads Commission recorded in Liber 263, Folio 97, to a point in the line of land of United States Government, formerly Hugh C. Spielman; thence, westerly with a part of 3rd line reversed, to a point on the right-of-way line of Route 65 being located 40 feet radially distance from point of curve station 562+65, State Roads Commission Plat No. 8702; thence, South 08° 27' 45" East 301.31 feet on a line of land of said United States Government, formerly Spielman to a point located 40 feet perpendicularly from point of curve station 565+66.31; thence, by a curve to the right having a radius of 2904.79 feet for an arc distance of 400.94 feet (chord distance 400.62 feet) to a point located 40 feet radially distance from point of tangent station 569+61.73, State Roads Commission Plat No. 8703; thence, with the said right-of-way line crossing over Bloody Lane and onto the land of United States Government, formerly Sadie V. Piper South 00° 33' 15" East 871.34 feet to a point located 40 feet perpendicularly distance from PC station 578+33.07, State Roads Commission Plat No. 8703; thence, severing the right-of-way of Old Route 65 South 89° 26' 45" West for a distance of 13.5 feet to a point located at the toe of the slope being 30 feet distant from the centerline of relocated Route 65; thence, by a curve to the left having a radius of 1303.24 feet for an arc distance of 361.15 feet (chord distance 360 feet) to a point located 30 feet radially and northeasterly from centerline station 14+97 on relocated State Route No. 65, as shown on sheet 9 of 51 of Project 3A1, 7A1, and 10A2 road plans, said point is at the intersection of the westerly right-of-way line of the old State Route No. 65, and located perpendicularly from centerline station 574+80, said point is also located northeasterly and radially from relocated State Route No. 65 centerline station 14+97; thence, northerly along the westerly right-of-way line of old State Route No. 65, to the intersection of the easterly right-of-way line of said relocated State Route No. 65. Said point is located 40 feet westerly on a line perpendicular from centerline station 574+23 of old State Route 65, State Roads Commission Plat No. 8703, and being located on the property of Albert B. Deatrich; thence, on the line of lands of said Deatrich North 00° 33' 15" West 444 feet, more or less to a point on line of Thomas R. Poffenberger; thence, on the line of land of said Poffenberger North 00° 33' 15" West 17.25 feet to a point of tangent located 40 feet radially distance from station 569+61.73, State Roads Commission Plat No. 8703; thence, by a curve to the left having a radius of 2824.79 feet for an arc distance of 389.90 feet (chord distance 389.60 feet); thence, North 08° 27' 45" West 233.81 feet to a point on the line of United States Government located 40 feet perpendicularly distance from station 563+32.50, State Roads Commission Plat No. 8702;

for an arc distance of 314.66 feet to a point on the easterly right-of-way line of relocated 65; thence, severing the said right-of-way:

North 12° 48' 17" East 267.37 feet to centerline station 509+21.50; thence, along the chord with a bearing of North 09° 54' 55" East, 117 feet to centerline station 508+01.46, State Roads Commission Plat No. 8698; thence, South 78° 19' 45" East, 40 feet to place of beginning, containing 13.[illegible] acres, more or less of which 0.62 of an acre is Government owned land the use of which was covered by Special Use Permit issued by E. M. Lisle, Acting Regional Director, January 1, 1951. Those undefined lands excepted are listed as follows:

Indiana Monument Site	0.12	of an acre
Cornfield Avenue Area	0.10	of an acre
Stetson Monument Site	0.01	of an acre
Smoketown Road Area	0.015	of an acre
Bloody Lane Area	0.015	of an acre
Confederate Avenue Area	0.015	of an acre
Philadelphia Brigade Park	0.295	of an acre
Starke Avenue Area	0.036	of an acre
Total	0.6205	of an acre

BEING a part or parts of land acquired by the State Roads Commission of Maryland by deed from the following:

Albert B. Deatrich, et ux., Liber 260, Folio 679
Albert B. Deatrich, et ux., Liber 260, Folio 680
Sadie V. Piper, et al., Liber 266, Folio 667
Hugh C. Spielman, et ux., Liber 260, Folio 603
Hugh C. Spielman, et ux., Liber 260, Folio 604
Thomas R. Poffenberger, et al., Liber 263, Folio 39
Thomas R. Poffenberger, et al., Liber 263, Folio 40
Raymond W. Knode, et ux., Liber 263, Folio 97
Charles Turner, et ux., Liber 263, Folio 689
George L. Poffenberger, et al., Liber 264, Folio 163
Allen R. Wilson, et ux., Liber 260, Folio 476
Otho Fred Flook, widower, Liber 265, Folio 592
Hubert P. Stine, et ux., Liber 261, Folio 408
Elmer L. Poffenberger, et al., Liber 263, Folio 287
William W. Barr, et ux., Liber 261, Folio 399

Notebook Cards

ALL duly recorded among the land records of Washington County in the State of Maryland. Being a part of Maryland State road construction under Contract No. W399-1-615, known as Sharpsburg Route No. 65. Subject, however, to such access by abutting property owners now existing and exercised and the right of public user over the same.

AND FURTHER, in consideration of the mutual promises and benefits herein described, the Grantor, hereby quitclaims, grants, and conveys unto the Grantee and its assigns in perpetuity, an easement over and across Maryland State Highway 34, as described on EXHIBIT A, attached hereto, for the purpose of connecting by constructing, maintaining, repairing, and replacing, an overpass roadway to permit access, ingress, egress, and public use to and from the land of the Grantee, said overpass to be constructed in such a manner that it will not interfere with the normal use of said Maryland Route 34; and said easement to be applicable to the land further described:

Between Base Line Station point16+85 South of Rodman Avenue and bordering Maryland State Route 34, to Base Line Station point 21+55 North of Richardson Avenue as shown on State Roads Commission of Maryland, Plat No. 15615, Approved August 29, 1956, and lying in the County of Washington, State of Maryland.

TOGETHER WITH the rights below enumerated, on the land appertaining to the within described parcels, and further depicted by hatch markings thus ////////////// on certain land plats which are duly recorded among the land records of Washington County, Maryland, establishing the rights of the Grantor herein to these lands and rights, which Grantor further grants and conveys to the Grantee herein, in, on, under, over, and appertaining to such lands as described; to use and maintain such drainage structures, stream changes and facilities as are necessary in the judgment of the Grantee and its assigns to adequately drain the highway and/or adjacent property and such slopes as are necessary to retain the said highway and/or adjacent property; to create, use and maintain on or across the adjacent land such waterways and/or inlets and outlets as are necessary in the judgment of the Grantee and its assigns for the drainage structures indicated in the legend shown in the left hand corner of the abovementioned plats so recorded aforesaid; to erect and maintain between October 1st and April 1st of each and every year, snow fences within 100 feet of the land hereby conveyed, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected, or with growing crops.

TO HAVE AND TO HOLD all of the said land and premises aforedescribed unto the said grantee, and its assigns, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining to the Grantee, subject to, however, to existing easements of third parties, none such easements being reserved or excepted unto the grantor herein in the above described lands, for public roads, public highways, public utilities, railroads and pipelines.

THIS INSTRUMENT is made and delivered to the Grantee contemporaneously with Grantee's conveyance to the Grantor of all of the interest of the Grantee in and to that certain land situate, lying, and being in Washington County, Maryland, and designated by the National Park Service as Tract No. 05-106 and Tract No. 02-103, aforementioned.

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

WITNESS:--

A. W. Smith

Approved as to Form and Legal Sufficiency

Eli Baer

Special Attorney

Concurred in by

Act. Chief, Right of Way Division

STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION

By David H. Fisher (SEAL)

David H. Fisher
State Highway Administrator
Chairman, State Roads Commission

(sgd.) (SEAL)
Marvin Mandel - Governor of Maryland

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

(sgd.) (SEAL)
John A. Luetkemeyer - Treasurer of Maryland

WITNESS:-- SEAL

(sgd.)
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 22nd day of December in the year 1971 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

David H. Fisher

State Highway Administrator-Chairman, State Roads Commission and acknowledged the foregoing deed to be the act of the State Highway Administration-State Roads Commission, 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

Frank J. Paskowski
Notary Public

July 1, 1974
My Commission expires

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

I HEREBY CERTIFY, that on this 27th day of January in the year 72 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

(sgd.) Andrew Hardock, Jr.
Notary Public

My Commission expires July 1, 1974

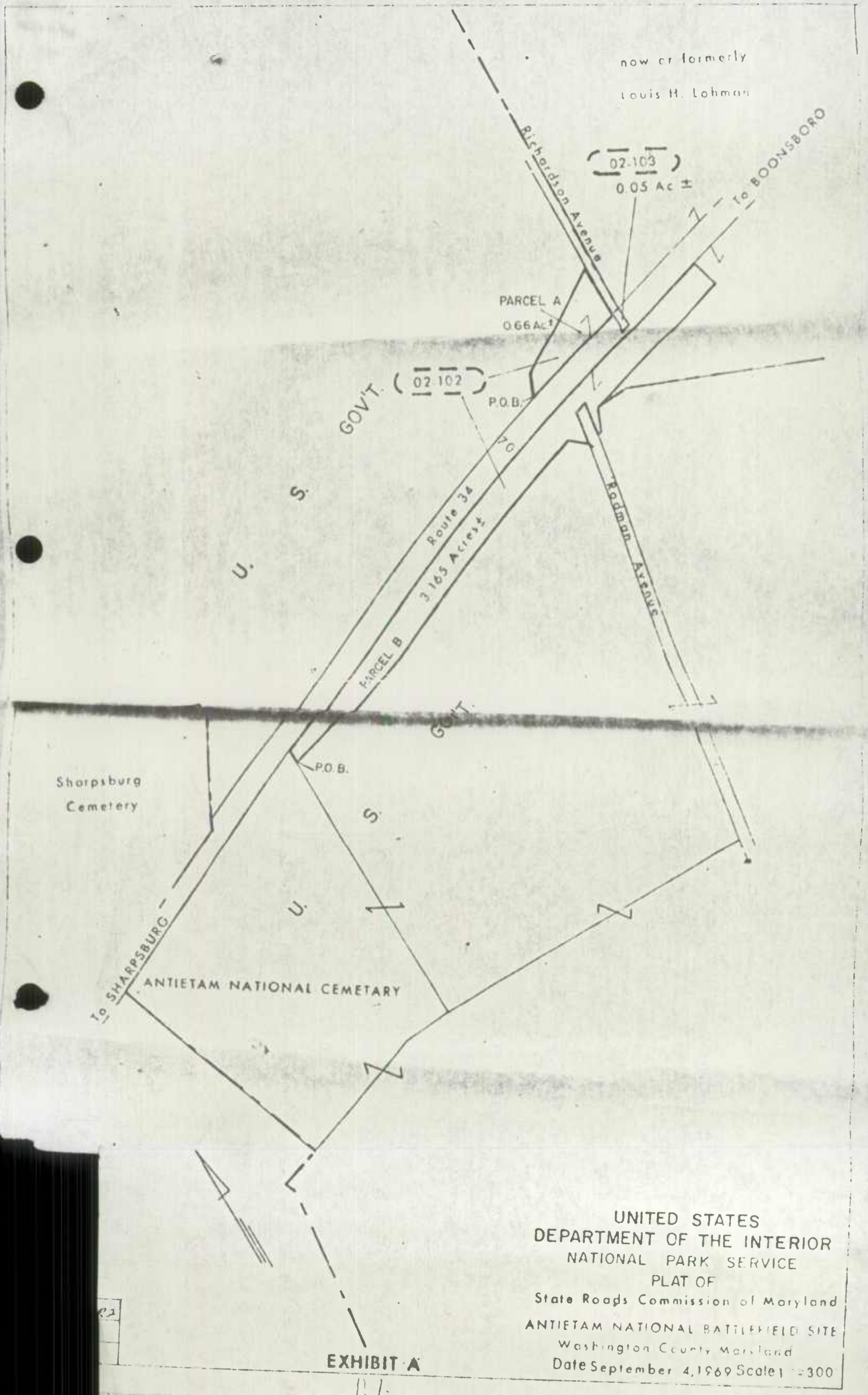

now or formerly
Louis H. Lohman
Richardson Avenue
(02-103)
0.05 Ac ±
To BOONSBORO
PARCEL A
0.66 Ac ±
(02-102)
P.O.B.
U. S. GOV'T.
Route 34
3.165 Acres ±
PARCEL B
Rodman Avenue
U. S. GOV'T.
P.O.B.
Sharpsburg
Cemetery
To SHARPSBURG
ANTIETAM NATIONAL CEMETARY
UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
PLAT OF
State Roads Commission of Maryland
ANTIETAM NATIONAL BATTLEFIELD SITE
Washington County Maryland
Date September 4, 1969 Scale 1" = 300'

EXHIBIT "A"

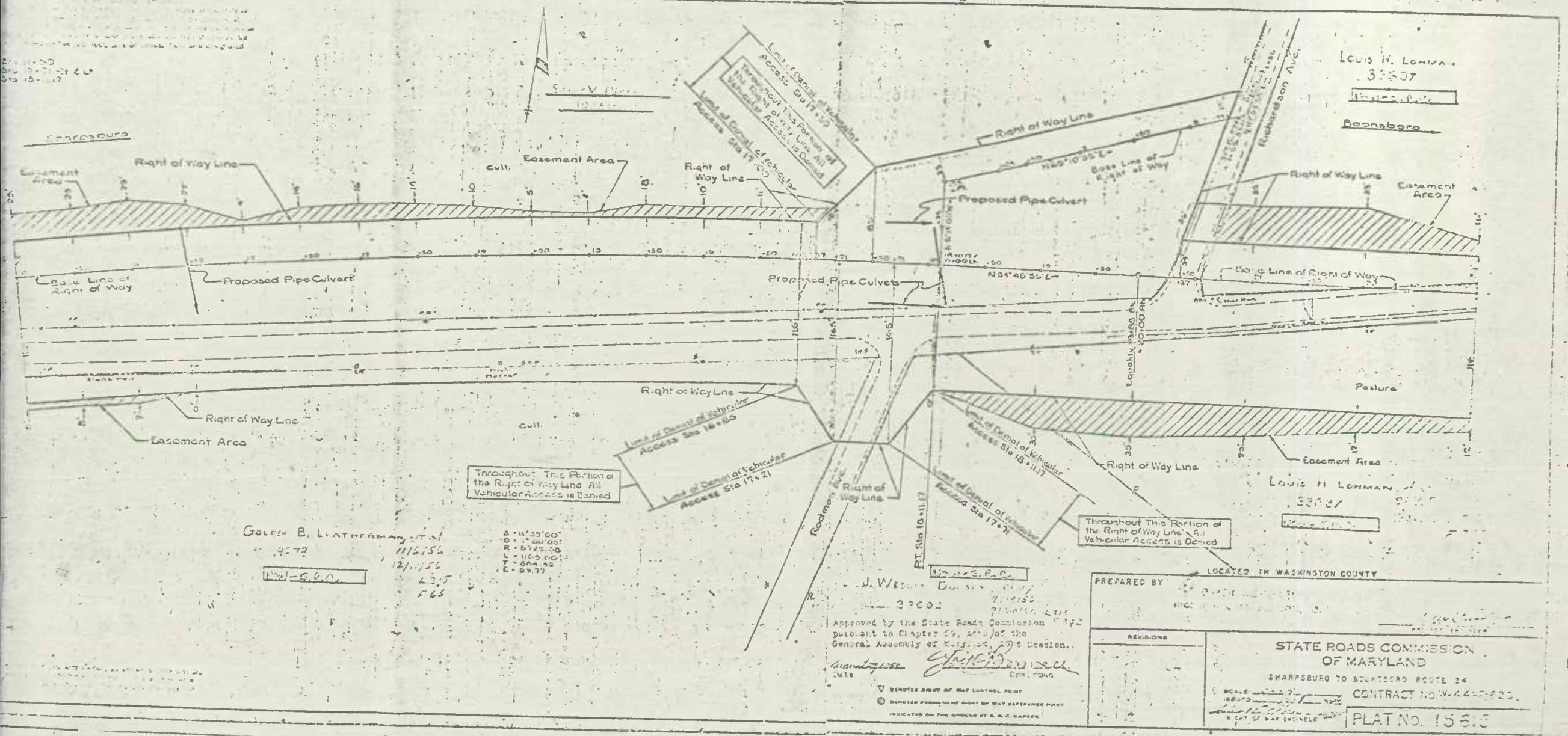

Sharpsburg
Boonsboro
Louis H. Lehman
Right of Way Line
Easement Area
Base Line of Right of Way
Proposed Pipe Culvert
Proposed Pipe Culverts
Limit of Denial of Vehicular Access Sta 17+50
Throughout This Portion of the Right of Way Line All Vehicular Access is Denied
Limit of Denial of Vehicular Access Sta 16+65
Limit of Denial of Vehicular Access Sta 17+21
Limit of Denial of Vehicular Access Sta 18+11.17
Limit of Denial of Vehicular Access Sta 17+71
Richardson Ave.
Redman Rd.
Pasture
Golden B. Leatherman et al
Approved by the State Roads Commission pursuant to Chapter 59, Acts of the General Assembly of Maryland, 1956 Session.
Date
Chairman
Denotes Right of Way Control Point
Denotes Permanent Right of Way Reference Point
Indicated on the Ground by S. R. C. Marker
Prepared by
Revisions
Located in Washington County
STATE ROADS COMMISSION OF MARYLAND
Sharpsburg to Boonsboro Route 34
Contract No. W-44-1-F-3
Plat No. 1565

EXHIBIT A ... p. 2

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
PLAT OF
ANTIETAM NATIONAL BATTLEFIELD SITE

EXHIBIT B

Washington County, Maryland

Date Sept 17, 1969 Scale 1" = 400'

0511

STATE HIGHWAY ADMINISTRATION

300 WEST PRESTON STREET
BALTIMORE, MD. 21201

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

August 24, 1971

Contract: W 482-3-615
City of Hagerstown
North-South Boulevard
(Burhans Boulevard) North Section
Church Street to Pennsylvania Avenue
General File: 45510

Contract: W 482-4-615
City of Hagerstown
North-South Boulevard
(Burhans Boulevard) Center Section
Elgin Boulevard to Church Street
General File: 44640

Contract: W 482-5-615
City of Hagerstown
North-South Boulevard
(Burhans Boulevard) South Section
Virginia Avenue to Elizabeth Avenue
General File: 44641

Mr. Douglas A. Van Eykelbosch
City Engineer - City of Hagerstown
City Hall
Hagerstown, Maryland 21740

Dear Mr. Van Eykelbosch:

In regards to my letter to you of July 16, 1971, I have now received the fully executed deed conveying the North-South Boulevard (Burhans Boulevard) to the City of Hagerstown.

This deed conveys not only the right of way acquired for the construction of North-South Boulevard, but also all extra land acquired under this project.

Very truly yours,

David E. Hambsch

David E. Hambsch
Right of Way Agent
Bureau of Governmental and
Public Utility R/W Acquisition

DEH: gr
Enclosure
cc: Messrs. Yost, Bennett, Deavers, Bushby, Cassell, and Chambers
Certified mail - RRR

THIS DEED, Made this 30TH day of JUNE, in the year 19 71, 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 The City of Hagerstown, a municipal corporation of the State of Maryland, party of the third part; hereinafter sometimes called the "GRANTEE".

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 Washington County, State of Maryland, and

WHEREAS, the said Commission has completed the right of way acquisition and construction thereof the North-South Boulevard (Burhans Boulevard) from Pennsylvania Avenue to Virginia Avenue, in the City of Hagerstown, for a total length of approximately 12,492 feet, and

WHEREAS, by resolutions adopted by the Mayor and City Council of the City of Hagerstown at a regular meeting held on the 4th day of February, 1960, the Mayor and City Council of the City of Hagerstown agreed to accept the transfer of the North-South Boulevard (Burhans Boulevard) North Section, from Church Street to Pennsylvania Avenue, which project is approximately 4430 feet long, into the City system for future maintenance and control, and

WHEREAS, by resolution adopted by the Mayor and City Council of the City of Hagerstown at a regular meeting held on the 1st day of December, 1960, the Mayor and City Council of the City of Hagerstown agreed to accept the transfer of the North-South Boulevard (Burhans Boulevard) Center Section, from Elgin Boulevard to Church Street, which project is approximately 3530 feet long, into the city system for future maintenance and control, and

WHEREAS, by resolution adopted by the Mayor and City Council of the City of Hagerstown at a regular meeting held on the 1st day of December, 1960, the Mayor and City Council of the City of Hagerstown agreed to accept the transfer of the North-South Boulevard (Burhans Boulevard) South Section, from Virginia Avenue to Claire Street, which project is approximately 4532 feet long, into

the City system for future maintenance and control, and

WHEREAS, the State Roads Commission has agreed, for good and valuable considerations, to convey unto the "GRANTEE" 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 quitclaim unto The City of Hagerstown, Maryland, its successors and assigns, all right, title and interest of the State Roads Commission and the State of Maryland, in and to all of the following described lots or parcels of land, situate, lying and being in the City of Hagerstown, Washington County, State of Maryland, and described as follows, to wit:- all of that land lying and situate in the City of Hagerstown, Washington County, State of Maryland, known as North-South Boulevard, also known as Burhans Boulevard, between Pennsylvania Avenue and Virginia Avenue for a distance of approximately 2.4 miles, and as shown on City of Hagerstown right of way plats designated as numbers 75-118-01, 75-119-01, and 75-120-01;and as shown on State Roads Commission plats numbered 23536 through and including 23539, 24555 through and including 24561, 25222, 25229, 25243 through and including 25249, 25311, 25313, 25378, 25998, 26002, 26151, 27186, 32282, 32502, 32652, 32701, 33247, 33249, 33251, 33277, 33303, 33432, 32625, 33577, 33578, 33725, 34006, 34230, 39603, 40691, 40739, which are recorded or are intended to be recorded among the land records of Washington County.

BEING ALL OF THE LAND HERETOFORE CONVEYED TO THE STATE OF MARYLAND TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, by the following deeds which are recorded among the Land Records of Washington County in Liber and Folio numbers indicated as follows:

DEED DATED	LIBER & FOLIO NOS.	GRANTOR	DATE OF RECORDING
8-17-60	361/506	Victor Cusha & Sons, Inc.	9-29-60
9-15-66	446/752	Western Maryland Railroad	10-3-66
11-14-60	389/665	Popcorn Processing Company, Inc.	2-4-63
4-27-61	367/16	Hagerstown Table Corporation	5-2-61
3-10-61	365/685	Matthew E. Templon,et ux	3-24-61
12-14-60	369/67	Richard D. Rowland, Jr.,et al	6-27-61
5-2-62	379/523	New York Central Iron Works-Bester-Long, Inc.	5-2-62
9-9-60	361/179	Fairchild Engine & Airplane Corp.	9-16-60
2-28-62	377/465	Garland E. Groh, et ux	2-28-62
12-14-60	363/698	Frank E. Detrich, et ux	12-20-60
4-28-61	367/3	Colonial Hardwood Flooring Co., Inc.	5-2-61
6-1-61	368/80	Amedeo Minichilli, et ux	6-1-61
9-5-61	372/161	John D. Zentmyer, et ux	9-20-61
10-6-67	462/781	Transamerican Properties, Inc.	11-1-67
6-27-61	369/63	Merle B. Burger, et ux	6-27-61
11-24-61	374/521	Charles J. W. Renner, et al	11-24-61
5-29-61	368/78	Omar R. Carbaugh, et ux	6-1-61
5-25-61	368/74	Ruth P. Saylor	6-1-61
7-14-61	370/70	Joseph J. Valentino, et ux	7-21-61
6-20-66	443/436	Janet Groh Efferding,etux	7-15-66
7-11-61	370/66	Gay L. Williams, widow	7-21-61
8-2-61	371/89	Colonial Hardwood Flooring Co., Inc.	8-22-61
3-29-66	438/197	John R. Hershey, Jr., Trustee, et al	3-30-66
6-11-66	442/178	Joseph E. Britti, et al	6-16-66
4-21-67	455/277	The Gallo Corporation	5-26-67
5-7-66	441/334	Julia S. Groh Johns.et ux	6-2-66
1-17-64	403/378	Richard G.Harnish, et al	1-21-64
5-23-66	441/11	Martha J. Wingert Bristow, et ux	5-25-66
8-15-66	444/784	Garrett M. Newlin, et ux	8-16-66
9-6-66	445/693	Louis Meyers, et ux	9-8-66
4-4-66	439/115	The Manbeck Bread Co.	4-18-66
5-4-66	440/223	Goldie M. Kean, widow	5-9-66

DEED DATED	LIBER & FOLIO NOS.	GRANTOR	DATE OF RECORDING
9-5-61	372/165	Helen Z. Kreykenbohm, et ux	9-20-61
10-22-70	514/613	Edward Oswald, Jr.,Trustee	11-23-70
6-1-61	368/76	Ben Gordon, et ux	6-1-61
12-4-61	375/4	Charles N. White, Jr., et ux	12-4-61
7-25-62	383/18	Gray Concrete Pipe Co.,Inc.	8-2-62
9-25-69	497/638	The Penn Central Co. Manor Real Estate Company	11-6-69
2-4-71	519/396	Garland E. Groh, et ux	3-12-71
	372/660	Hagerstown Paint & Glass Co.	10-6-61
7-8-61	370/72	Charles N. White, Sr.,et ux	7-21-61
2-5-71	519/400	Donald R. King, et ux	3-12-71
6-15-61	369/65	Clarence S. Martin,et ux	6-27-61
6-19-61	369/59	Orville H. Spoonire	6-27-61
10-28-70	514/610	Charles A. Ganoe, et al	11-23-70
6-7-71	524/295	Betty Jane Desensi, et al	6-7-71

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 the City of Hagerstown, its successors and assigns, in fee simple. 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 Roads Commission of Maryland, by this deed. It is expressly understood amd 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:

ATTEST:-

STATE ROADS COMMISSION OF MARYLAND

A. W. Smith - Secretary
Approved as to Form and
Legal Sufficiency

By: _____ (SEAL)
David H. Fisher
Chairman and Director of Highways
for the State of Maryland

Special Attorney
Concurred in by

_____ (SEAL)
Marvin Mandel - Governor of Maryland

Chief, Right of Way Division

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

ATTEST:-

_____ (SEAL)
John A. Luetkemeyer-Treasurer of
Maryland Constituting the BOARD
OF PUBLIC WORKS OF MARYLAND

Andres Heubeck, Jr., - Secretary

STATE OF MARYLAND, COUNTY CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 30th day of June in the year 1971, 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.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

Doris E. Mason
Notary Public

My Commission expires July 1, 1974

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 18th day of August in the year 1971 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City 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.

Andrew J. Sulick Jr.
Notary Public

My Commission expires July 1, 1974

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, JUNE 30, 1971
* * *

Chairman-Director Fisher executed the following deed dated June 30, 1971, previously approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Commission conveys, subject to approval of the Board of Public Works of Maryland, unto the grantee named, the parcels of land as indicated and as more fully described in the deed:

Grantee	Conveyance	In Accordance With
The City of Hagerstown	Quitclaim to parcels of land in the City of Hagerstown, Washington County, known as North-South Boulevard (Burhans Boulevard) between Pennsylvania Ave. and Virginia Ave.,a distance of 2.4 miles, Contract W-482-3-615; File 45510; Contract W-482-4-615, File 44640; Contract W-482-5-615, File 44641.	Request of grantee

Copy: Mr. L. A. Yost, Jr.
Mr. H. B. Felter
Mr. G. W. Cassell
Board of Public Works of Maryland
Secretary's File
Contract File (3)

Secretary's File
No. 38580

Copy: Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. L. C. Moser (2)
Mr. J. D. Bushby (2)
Mr. M. D. Philpot (2)
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. S. Pfarr
Mr. A. L. Grubb
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
City of Hagerstown
Secretary's File
Contract W-482-4-615
SRC-Washington County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 6, 1962
* * *

On motion of Mr. McMullen, seconded by Mr. Clagett, the Commission approved and Chairman and Director Funk executed agreement, in triplicate, dated June 6, 1962, by and among the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Commission," and the City of Hagerstown, Maryland, acting through its Mayor and City Council, therein called "City," and The Western Maryland Railway Company, a Maryland corporation, therein called "Railroad," wherein the parties thereto agree as to their respective obligations and responsibilities with respect to the construction of the center section of the highway thoroughfare known as Foundry Street Extended and/or North-South (Burhans) Boulevard, extending from the intersection of Elgin Boulevard and Utah Street to and connecting with Church Street in Hagerstown, as more fully set forth therein.

The said agreement had previously been executed by the City and Railroad, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Secretary's File

No. 38580

June 14, 1962

Mr. Winslow F. Burhans, Mayor
City of Hagerstown
Maryland

Dear Mr. Burhans:

There is enclosed herewith for your files a fully executed copy of agreement among the City of Hagerstown, the Western Maryland Railway Company and the State Roads Commission, which pertains to the construction of the center section of the highway thoroughfare known as Foundry Street Extended and/or North-South (Burhans) Boulevard, extending from the intersection of Elgin Boulevard and Utah Street to and connecting with Church Street in Hagerstown.

Very truly yours,

C. R. Pease
Secretary

CRP:ekr
Enclosure
CC: Secretary's File
Contract W-482-4-615

Secretary's File
No. 38580

June 13, 1962

Mr. H. H. Felter

Mr. C. R. Pease

Contract W-482-4-615 - North-South Boulevard, Elgin Avenue to Church Street. Re: Agreement among CRC, City of Hagerstown and Western Maryland Railway Company.
File 48384

We are forwarding herewith for transmittal an executed copy of the subject agreement for the Western Maryland Railway Company. One copy is being retained for the Commission file and one is being forwarded to the City of Hagerstown.

C. R. Pease
Secretary

CRP:ekr
Enclosure
CC: Secretary's File
Contract W-482-4-615

No. 38580

THIS AGREEMENT, executed in triplicate, made and entered into this 6th day of June, 1962, by and among the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the State of Maryland, hereinafter called "Commission" and THE CITY OF HAGERSTOWN, MARYLAND, acting through its Mayor and City Council, hereinafter called "City" and THE WESTERN MARYLAND RAILWAY COMPANY, a Maryland Corporation, hereinafter called "Railroad", witnesseth:

WHEREAS, the parties hereto are engaged in the construction of the Center section of a highway thoroughfare in the City of Hagerstown, Maryland, generally known as "Foundry Street Extended" and/or "North-South (Burhans) Boulevard", between Church Street and Elgin Boulevard in said City, and

WHEREAS, City now desires the construction of the Center section of said thoroughfare, hereinafter called "Project", extending from the intersection of Elgin Boulevard and Utah Street to and connecting with Church Street in said City, all as shown on plans prepared by Consultants hired by City, which plans are subject to the approval of all the parties hereto insofar as their respective interests are affected thereby.

WHEREAS, the project will consist of a dual lane highway, from Elgin Boulevard at a point West of Railroad tracks and so continue to connect with Church Street, and

WHEREAS, the project will cross over tracks and property of Railroad and since the project involves, only, the construction of a new highway, the benefits to the Railroad are zero, and

WHEREAS, it may become desirable and necessary, in order to properly construct the Project herein contemplated, to make certain changes in the tracks and/or other facilities of Railroad. Such changes, if any, are shown on the Plans for the Project covered by this agreement, and

WHEREAS, it is understood by the parties hereto that Federal Aid Highway funds are to be used to defray, in part, the costs and expenses of said Project, therefore Federal Rules and Regulations will apply to said construction, which Rules and Regulations require that Commission administer the disbursements of all funds provided for the Project. City has agreed to assume all costs for the Project, over and above those provided by Federal Aid Highway Funds and the

other parties hereto, (namely, Commission and Railroad) will be relieved of any participation whatsoever, in said cost, and

WHEREAS, the parties hereto are desirous of co-operating with each other in accomplishing the proposed Project and to enter into an agreement to state more fully the terms and conditions connected therewith.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, to be kept and performed, the parties hereto do agree as follows:

SECTION 1. Plans and Specifications for the Project are being prepared by Consultants hired by City which Plans and Specifications or any revisions thereof are subject to the approval (in writing) of all the parties hereto, insofar as their respective interests are affected thereby. Said Plans and Specifications or any revisions thereof when so approved become a part of this agreement by reference.

SECTION 2. (a) Commission shall have general charge of engineering and inspection on the Project (by reason aforesaid) and shall have charge of administering the disbursement of all funds to cover the costs of construction work performed on said Project. Commission will advertise the aforesaid work for construction and, in accordance with regular Commission procedure, receive bids for same and the Parties hereto shall concur in the award of Contract(s) for the work.

(b) Before Commission awards contract(s) for the Project, City shall deposit with Commission a sum of money equal to the difference between the sum of money to be provided from Federal Aid Highway Funds and the overall contemplated total cost of the Project. In the event that, due to unforeseen contingencies, the sum deposited by City with Commission is inadequate to complete said Project, then City shall forthwith deposit with Commission an additional sum sufficient to cover all costs of completing the Project in accordance with the Plans and Specifications. It is the intent that City assume any and all costs for the Project over and above those costs covered by the use of Federal Aid Highway Funds.

SECTION 3. (a) City, through Commission, shall acquire at its expense (and using portion of its available Federal Aid Funds in proper proportion) all rights of way and property required for the Project and will prepare or cause to be prepared, plot plans and metes and bounds descriptions of each parcel of property of Railroad, occupied, to be exchanged, crossed or isolated by said Project and will furnish copies of same to Railroad for its review and approval. The City will deed and convey to Railroad all portions of streets, alleyways, and other properties south of the southern right of way line of the project between the limits of Elgin Boulevard and Antietam Street, excepting therefrom the areas between the limits of highway station 7+75 and 9+70. Said properties are to be transferred and made available for Railroad possession concurrent with transfer of Railroad property to the City for its use in the Project.

(b) Railroad insofar as it has legal right and its present title permits, will grant, subject to the terms, limitations and agreements herein set forth, unto the City, the right, liberty and privilege of constructing, establishing, maintaining and renewing highway approaches, as herein described, over the tracks and property of said Railroad.

(c) For the rights, the easements and property to be granted by Railroad to City pursuant to Section 3, subsections (a) and (b) hereof, and shown on plats to be prepared by the Commission and approved by the Railroad, City shall pay to Railroad the following sums of money:

(1) For Railroad's properties between Elgin Boulevard and Antietam Street a unit price per square foot of area conveyed and Railroad shall pay to City a unit price per square foot for the areas to be conveyed by the City to the Railroad, said unit price to be determined as set forth in the succeeding sub-paragraph number (2).

(2) For the six (6) Railroad properties to be acquired by the City between the limits of Antietam and Church Streets, the value as determined and mutually agreed upon by the Right of Way Engineer for the Commission, acting for and on behalf of City and the Real Estate Agent for the Railroad, and if they cannot agree, by a three-member Appraisal Board, conversant with property values, consisting of one member appointed by the City,

one member appointed by the Railroad, and a third member to be chosen by these two members, the decision of a majority of said Board to be binding upon the parties hereto. The cost and expenses of said Appraisal Board shall be assumed and paid by the City. The basis of appraisal will be made on the highest and best use of the land. For the purpose of this agreement it is recognized that Railroad is the fee simple owner of the narrow strip of land between Antietam and Washington Streets designated as Foundry Street on the Commission's Plat No. 24556, revised February 23, 1961. Railroad is to be paid for the taking of same in accordance with the provisions of this sub-paragraph No. (2) unless the parties hereto subsequently agree otherwise, but if they cannot agree thereto, then this matter is to be settled by arbitration in accordance with the rules of the American Arbitration Association, the decision rendered thereby to be final and binding upon the parties hereto. In accordance with the present plans, it is understood that the property of the Railroad between the limits of Church and Washington Streets and south of Foundry Street will not be affected by the project.

(d) That after the center section of Burhans Boulevard, between Salem Avenue and Elgin Boulevard, is constructed and in use by the Public, then there will be presented for the consideration of the City Council the matter of closing McPherson Street between West Washington Street and West Franklin Street, pursuant to the provisions of the City Charter and more particularly Sections 62, 66, 67, 68, 69 and 70, in which event it is understood and agreed that the Railroad will not claim any damages which might be caused by such closing nor will it be required to pay for any benefits which might thereby accrue to any land owned by it, and in the event of such closing, the City will convey to the Railroad the bed of that portion of McPherson Street which may be closed as foresaid and which separates existing properties of the Railroad between the imits of West Washington Street and West Franklin Street. In the event that ortion of McPherson Street above mentioned is closed, and the bed thereof is nveyed to the Railroad, as herein contemplated, it is understood and agreed hat the right to maintain all public utilities now existing within the boundries of the property so conveyed will be reserved.

SECTION 4 (a) The Project contemplated herein may require the temporary r permanent alterations, protection, removal, relocation and rearrangement of

tracks and facilities of the Railroad. Said Railroad shall perform the work of such temporary or permanent alterations, protection, removal, relocation and rearrangementof tracks and facilities of its ownership for which it will be reimbursed the cost thereof by the City through the Commission as provided in Section 13 hereof.

Railroad work may be performed by the Railroad, either on a force account basis or by contract (awarded by the Railroad, subject to the approval of Commission) or by a combination of both methods.

(b) Each party to this agreement shall, in carrying out its work on the Project, provide the necessary engineering and inspection for its respective part of the work and the City through the Commission shall reimburse the Railroad for its expense in connection therewith as provided in Section 13 hereof.

(c) Any watchmen, flagmen, inspectors, signal maintainers or other employees deemed necessary by the Railroad during the construction period or during the maintenance, renewal or repair 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 Railroad protection is deemed necessary. The City shall provide all necessary watchmen and flagmen to protect highway traffic.

(d) The City, through the Commission, shall reimburse the Railroad for railroad protection service furnished, in accordance with Section 13 hereof. It is agreed, however, the providing of such watchmen, etc., by the Railroad and other precautionary measures taken either by the Railroad or the Commission as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractor(s) or their Insurer(s) from liability for damage arising in connection with their operations.

SECTION 5. It is agreed by the parties hereto, that in the construction of the Project, all necessary falsework, bracing or forms on the Railroad's property and any other temporary construction and clearances affecting the Railroad, shall be subject to the approval of the Railroad's Chief Engineer or his authorized representative before being used, and the approval of the Maryland Public Service Commission should the latter be required, in which event Commission shall obtain such approval of the Maryland Public Service Commission.

SECTION 6. All work herein provided to be done by the Commission in connection with the construction of this project, upon or adjacent to property of the Railroad 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 manner as not to interfere with the movement of trains or traffic upon the tracks of the said Railroad. The Commission agrees to require Contractor(s) to use all reasonable care and precaution in order to avoid accidents, damage or delay to or interference with the Railroad's trains or other property.

SECTION 7. Railroad will purchase insurance with Public Liability Limits of $250,000/500,000 and Property Damage of $250,000/500,000 to protect it against loss from injuries or death to persons, including its employees under the F.E.L.A. while engaged in force account work on the project, and from damage to property arising out of such force account work. The City, through the Commission, will reimburse the Railway for the cost of this insurance.

Before any work on said project is commenced, the Commission shall require that in addition to other forms or bonds required under the terms of the contract and/or specifications, the Contractor shall obtain, furnish and keep in force insurance policies as follows:

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

(B) CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE -

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

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

This Policy naming the subject Railroad as "The Insured" to comply with the Standard Uniform Policy for Railroad Protective Liability and Property Damage Insurance developed and adopted in 1958 by the A. A. S. H. O. - A.A.R. Limits in following amounts:

(a) Bodily Injury Liability $250,000/500,000

(b) Property Damage Liability $250,000/500,000

The original of Policy (C) must be furnished to and approved by the Railroad. For (A) and (B), Certificates are to be furnished to the Commission's Engineer; and to the Railroad. In all instances, the Contractor(s) must furnish evidence to the Commission's Engineer and Railroad that the insurance has been purchased and is in force until the Contract is completed and accepted. Contractor(s) will not be permitted on Railroad property until Insurance Policy(s) have been approved. Policies, certificates, notices of cancellation or change, etc., are to be sent by the Contractor(s) direct to the Engineering officer of the Railroad. Contractor(s) and his insurance representatives must reconcile all policy requirements to the satisfaction of the Railroad's and Commission's Engineer.

SECTION 8. (a) The Railroad reserves the right to protect, perform or cause to be performed such temporary and permanent alterations of track, tracks, equipment, fixtures, signals, signal posts, telephone, telegraph and other wires and lines, conduits and pipes, devices, accessories, the relocation of the Railroad track or tracks and all railroad appurtenances and facilities of whatsoever kind, nature and description, made necessary by the construction of this improvement. Railroad's work may be performed with its own forces on a force account basis, or by contract (awarded by the Railroad, subject to the approval of Commission) or a combination of both. Railroad shall be reimbursed therefor in the same manner as provided in Section 13 hereof.

(b) The Plans and Specifications for the Project provide, among other things, for a crossing at grade of the Project with one switching track of the Railroad, located at or near base line Station 15+96. Said track is to remain in service during construction of the project and is to be altered by Railroad, after subgrade therefor is prepared by Contractor(s). The said grade crossing shall be protected by standard railroad flashing light signals and standard highway traffic light signals so co-ordinated that they will function together when a train moving on said track activates the track electric circuits controlling said flashing and highway traffic light signals. Railroad shall furnish and install the said flashing light signals and controlling track electric

circuits. City shall be responsible for furnishing and installing highway traffic signals, connecting same to said track circuits, and properly maintaining this installation. Railroad will permit such connection. City through the Commission will reimburse Railroad for its cost of altering said switching track and furnishing and installing said flashing light signals and track circuits therefor, as provided in Section 13 hereof. Should future vehicular traffic conditions require improvements tothe various plans of crossing protection as now proposed, such improvements will be zero benefit to the Railway and will be provided and maintained at the expense of the City.

(c) The Plans and Specifications shall also provide, as a part of the Project, for the installation of suitable chain link fencing where the Project right of way abuts the property of the Railroad between the highway limits of stations 11+00 and 26+20 including a double cantilever sliding gate between the stations 15+25 and 15+85. City, at its expense, will maintain, repair and renew said fencing and gates.

(d) City will grant at no expense to the Railroad, the perpetual right, liberty and privilege for locating, relocating, altering, extending, renewing, repairing and operating upon the crossing at grade hereinbefore described, with the additional right under these same terms to provide future grade crossings at Railroad's expense, should same be required.

(e) It is understood that the Railroad and its patrons will require access to their properties. The plans and specifications for this project shall provide such means for temporary and permanent ingress and egress from the proposed highway to said properties.

SECTION 9. The Commission shall require the Contractors, after completion of the work of such Contractors and before final payment is made to remove from within the limits of the Railroad's and the City's property, all machinery, surplus material, rubbish, or temporary buildings and other property of such Contractors and to leave the said property in a condition satisfactory to the Chief Engineer of the Railroad or his authorized representative and to the satisfaction of the City Engineer of Hagerstown.

SECTION 10. (a) Upon completion of the said Project, the City, at its sole cost and expense, shall maintain, repair and renew all highway facilities, appurtenances and devices used in the proper use by the public of the Project, including property.

(b) Except as hereinafter stated the Railroad shall, at its sole cost and expense, maintain, repair and renew all railroad facilities constructed, relocated, altered or renewed and used by the Railroad on its property or otherwise.

(1) Maintenance of the flashing light signals will be performed by the Railroad at the sole cost and expense of the City.

(2) Maintenance of railroad facilities in the vicinity of the grade crossings shall be limited to rails, ties, ballast and miscellaneous track material. The highway paving in these vicinities is part of the highway. The City, at its sole cost and expense, will remove and restore said paving to facilitate maintenance by the Railroad of its facilities.

(c) In the event the railroad flashing lights are damaged by reason of collision or accident arising out of the use of said highway, the Railroad will make the repairs necessary to restore same substantially to their former condition and the City agrees to reimburse the Railroad the actual cost of such repair.

(d) In the event the highway facilities are damaged due to railroad negligence in the operation of the railroad, the City shall make the repairs necessary to restore the same substantially to their former condition and the Railroad agrees to reimburse the City for the actual cost of such repairs. In the event, however, the highway facilities are damaged by reason of collisions or accidents arising out of the use of the highway, the City shall at its sole cost and expense, make the necessary repairs to restore the same to their former condition.

SECTION 11. The City through the Commission, will provide and the City will maintain, at its sole cost and expense, all necessary culverts and drainage facilities to adequately carry away the drainage from the highway and the tracks. The City will assume all responibility and hold the Railroad harmless for all damages whatsoever resulting flom the highway drainage directed toward and beneath the Railroad's roadbed, tracks and property.

SECTION 12. Railroad agrees to grant the Contractor(s) the right to reasonable use of its property in the vicinity of said work, with his construction equipment used in the performance of the work herein contemplated, such use to be granted only upon said Contractor receiving written approval therefor from

the Railroad's representative and upon said Contractor agreeing to assume all costs accruing to said Railroad in connection with or because of granting of such use by the said Railroad. The use of said property shall in no way unreasonably interfere with the operations of the Railroad. Final settlement with Contractor(s) shall be contingent upon a showing that Railroad has been reimbursed for any accrued costs.

SECTION 13. (a) The Commission will reimburse the Railroad from Federal Aid and City Funds provided for the Project, 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 in accordance with Federal rules and regulations set forth in the Bureau of Public Roads Policy and Procedure Memorandum 30-3, dated August 15, 1955, entitled "Reimbursement for Railroad Work", and amendments thereto.

(b) The City, through the Commission, shall reimburse the Railroad for the actual costs and expenses of Railroad watchmen, flagmen, inspectors, signal maintainers or other personnel necessary to protect and safeguard railroad traffic and railroad property against the Contractor's operations during the progress of the Project. To the aforesaid cost shall be added the current vacation, unemployment, Railroad Retirement, cost of insurance and other fringe benefit percentages and any cost of meals and traveling expenses which the Railroad may be required to pay such personnel. All such costs shall conform with Provisions of said Policy and Procedure Memorandum No. 30-3 of the Bureau of Public Roads dated August 15, 1955, and amendments thereto.

(c) The City through the Commission shall reimburse the Railroad monthly for the actual cost of work performed by the Railroad. The Railroad's claim for reimbursement from the Commission for the work performed by the Railroad during any month shall be filed with the Commission not later than the twenty-fifth day of the succeeding month, and shall be paid by the Commission within thirty (30) days thereafter.

(d) In view of the fact that the materials to be salvaged by the Railroad for credit to the project will be removed to provide right of way for the Project and will have little or no value to the Railroad, it is understood and agreed that all salvaged materials shall be disposed of and sold by the Railroad and the net proceeds shall constitute reimbursement in full for all salvage due on the Project.

(e) Any and all other expenses incurred by the Railroad in performance of the work, furnishing of materials and services herein proposed or performed and not reimbursable under this Section 13 shall nevertheless be an expense of the Railroad and fully reimbursed by the City through the Commission.

(f) Maintenance of the Railroad embankments, drainage ditches, roadbed, ballast section, line and surface of the Railroad tracks and other Railroad facilities affected and within limits of the project and relocated section of the Railroad facilities, insofar as required by normal operation within one year from the time the Railroad begins operation over the relocated facilities, shall be at the expense of the City and the Railroad shall be reimbursed by it for the costs thereof promptly after submission of bills for expenses incurred thereby. Prior to performing said maintenance, Railroad will serve notice to the City and forward for City's information an estimate of cost.

SECTION 14. It is further understood and agreed that the Railway shall not be liable for any benefit assessments due to the construction and maintenance of the present project, and future changes and improvements to said project. Sidewalks shall be considered a part of this project.

SECTION 15. The rights, conditions and obligations hereinbefore stated apply to the proposed present construction as well as future additions, alterations, extensions or widening of the lanes of this highway project.

SECTION 16. 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

WESTERN MARYLAND RAILWAY COMPANY

By _____ President

APPROVED:

Date City Engineer

CITY OF HAGERSTOWN, MARYLAND

By _____ Mayor

ATTEST:

Secretary

STATE ROADS COMMISSION OF MARYLAND

By

Chairman and Director of Highways

APPROVED:

Chief Engineer - State Roads Commission

Approved as to form and legal sufficiency this 24th day of May, 1962.

Special Attorney

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 17, 1971

* * *

On motion of Mr. Wilson, seconded by Mr. Price, the Commission approved and Chairman-Director Fisher executed duplicate copies of agreement dated February 17, 1971, between the State Roads Commission and Washington County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described sections of State constructed roads, subject to the conditions more fully set forth in the agreement:

Bower Avenue (Co. Rd. 453)

Beaver Creek Road (Co. Rd. 343)

Dunkard Church Road (Co. Rd. 315)

Black Rock Road - Stottlemeyer Road Connection (Co. Rd. 312)

Black Rock Road - Ridenour Road Connection (Co. Rd. 313 & Co. Rd. 345)

Mt. Lena Road (Co. Rd. 305)

Md. 907-A (Located on east side of U.S. 40)

Md. 907-B (Located on west side of U.S. 40)

Md. 523

Also it is agreed that the County will transfer to the State as part of the State Roads System the following described section of County road:

Middleburg Pike (Co. Rd. 167)

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

Copy: Mr. W. E. Woodford, Jr.
Mr. C. W. Reese
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. J. D. Bushby
Mr. W. L. Shook
Mr. T. Hicks
Mr. G. N. Lewis, Jr.
Mr. P. S. Jaworski
Mr. L. A. Yost, Jr.
Mr. H. H. Bowers
Mr. G. W. Cassell ✓
Mr. Charles Lee
Mr. B. Sedgwick
Miss D. J. Sinners
Co. Commrs. of Washington County
Secretary's File
SRC-Washington County file

THIS AGREEMENT made this 17TH day of FEBRUARY 1971 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Washington County, Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

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

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

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

1. The "Commission", party of the first part, will perform at its sole expense, all repairs except minor surface repairs, and snow removal to those bridges constructed on County roads that span Interstate Route 70 which are the subject of the hereinafter listed construction contracts.

2. The "County", party of the second part, will at its sole expense, remove all snow and perform minor road surface repairs to the floor of the bridge. Minor road surface repairs are defined and mutually understood to include sealing surface cracks, patching small cavitations not more than two inches in depth and patching curb faces and

tops. Where a floor defect extends through the floor slab, such as a crack or hole or cavitation exposing the reinforcing steel, the County shall promptly advise the Commission. The Commission will then make the required structural repairs to the floor slab.

IT IS UNDERSTOOD AND AGREED without the necessity of any further agreement between the parties hereto, the "Commission", party of the first part does hereby transfer to the County, party of the second part, and the County, party of the second part does hereby accept from the "Commission" the following described sections of State constructed roads for maintenance purposes as part of the County Highway System.

Bower Avenue (Co. Rd. 453) - From I-70 (Station 0+00) southerly to L.O.W. at station 7+00 and from I-70 (Station 0+00) northerly to L.O.W. at station 11+00 as constructed under Contract W-463-11-12-642 for a total distance of 0.34± mile. Includes aforesaid described maintenance and snow removal to bridge #21114 over I-70.

Beaver Creek Road(Co. Rd. 343) - From I-70 (Station 0+00) northwesterly to L.O.W. at station 6+50 and from I-70 (Station 0+00) southeasterly to L.O.W. at station 9+50 as constructed under Contract W-463-49-642 for a total distance of 0.30± mile. Includes aforesaid maintenance and snow removal to bridge #21122 over I-70.

Dunkard Church Road(Co. Rd. 315)- From I-70 (Station 0+00 northerly to L.O.W. at station 6+20 and from I-70 (Station 0+00) southerly to L.O.W. at station 2+84 as constructed under Contract W-463-13-642 for a total distance of 0.17± mile.

Black Rock Road - Stottlemeyer Road Connection (Co. Rd. 312) - From L.O.W. at station 8+20.55 to station 7+05.44 west (7+05.44 west = 12+65.11 east) and from station 12+65.11 east to station 27+14.38 (Station 27+14.38 BK = 1+19.51 AH) and from station 1+19.51 AH to L.O.W. at station 2+12.84 as constructed under Contract W-463-97-103-642 for a total distance of 0.31± mile.

Black Rock Road - Ridenour Road Connection (Co. Rd. 313 & Co. Rd. 345) From Black Road - Stottlemeyer Road connection (Station 35+32) west of I-70 to station 59+48.25 BK = 24 + 26.43 AH to L.O.W. on Ridenour Road east of I-70 at station 25 + 20 as constructed under Contract W-463-97-103-642 for a total distance of 0.46± mile.

Mt. Lena Road (Co. Rd. 305) - From I-70 (Station 0+00) southwesterly to L.O.W. at station 2 + 50 and from I-70 (Station 0+00) northeasterly to L.O.W. at station 9+91.75 as constructed under Contract W-463-100-642 for a total distance of 0.24± mile.

Md. 907 - A (Located on east side of U.S. 40) - From Beaver Creek Road (Station 0+00) to equality (1+83.30 BK = 190+50 ahd.) and northerly to road end (Station 202+47.17) near I-70 and U.S. 40 interchange as constructed under Contract W-463-11-12-642 for a total distance of 0.24± mile.

Md.907 - B (Located on west side of U.S. 40) - From Beaver Creek Road (Station 0+00) northerly to road end at L.O.W. station 10+00 as constructed under Contract W-463-11-12-642 for a total distance of 0.19 ± mile.

Md. 523 - From Pennsylvania Avenue in Hancock to the Pennsylvania Line, for a total distance of 1.26 miles.

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

1. The 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, 1971.
3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1972.
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 appurtenance and bridge structures, with the exception of those bridges constructed by the Commission and carrying the County roads over I-70.

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

Middleburg Pike (Co. Rd. 167) - From a point south of Showalter Road to the Pennsylvania Line, for a total distance of 1.49 miles.

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

1. The effective date of transfer shall be upon complete approval of this agreement.
2. The mileage respecting the aforesaid section of County Highway will be excluded from the inventory as of December 1, 1971.
3. The basis for the allocation of funds will exclude the 1.49 miles of County Highway mileage in the allocation to Washington County, Maryland beginning July 1, 1972.
4. That such transfer is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the Road involved including all appurtenances and bridge structures at the time of acceptance for State maintenance.

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

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 25th day of January, 1971

APPROVED:

_____
Chief Engineer

_____
Special Attorney

COUNTY COMMISSIONERS FOR WASHINGTON COUNTY

ATTEST:

_____
Clerk

_____
President

Approved as to form and legal sufficiency this 12th day of January, 1971.

RECOMMENDED FOR APPROVAL:

_____
Acting County Engineer

_____
Counsel to County Commissioners of Washington County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
MONDAY, OCTOBER 5, 1970
* * *

Chairman-Director Fisher executed triplicate copies of agreement dated October 5, 1970, between the Commission and the City of Hagerstown, wherein the City proposes the improvement by construction of a highway in Hagerstown - Bowman Avenue - situated 0.10 mile south of the intersection of U.S. Route 40A with Wilson Boulevard, a distance of approximately 0.551 mile (Federal Aid Project #APL-5000(105), in order to utilize Federal Aid funds made available by the Commission, with the City financing all costs in excess of Federal reimbursement. The agreement sets forth more fully the responsibilities of each party in connection with the construction.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. H. G. Downs
Mr. L. E. McCarl
Office of Planning & Safety
Mr. W. L. Shook
Mr. R. E. Jones
Mr. A. L. Grubb
Mr. L. A. Yost, Jr.
Mr. T. Hicks
Mr. G. N. Lewis, Jr.
Mr. M. M. Brodsky
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. W. B. Duckett
Mr. J. D. Bushby
Mr. H. Berger
Secretary's File
City of Hagerstown
SRC-Washington County file
Contract W-540- -615;FAP#APL-5000(105)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR DAVID H. FISHER
WEDNESDAY, FEBRUARY 11, 1970
* * *

70-79
Co 725

Chairman-Director Fisher executed duplicate copies of agreement dated February 11, 1970, between the State Roads Commission and Washington County, Maryland, relative to transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of the following described section of State constructed road, subject to the conditions more fully set forth in the agreement:

> Access Road - From Halfway Boulevard to Manse Avenue south of Hagerstown for a total distance of 0.163 miles as constructed under Contract W-538-1-678.

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

Copy: Mr. W. E. Woodford, Jr.
Mr. C. W. Reese
Office of Planning & Safety
Mr. H. G. Downs
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. W. L. Shook (2)
Mr. L. A. Yost, Jr. (2)
Mr. G. N. Lewis, Jr.
Mr. T. Hicks
Mr. P. R. Miller (2)
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. R. M. Thompson
Mr. Charles Lee
Mr. M. D. Philpot (2)
Miss D. J. Sinners
Co. Commrs. of Washington County
Secretary's File
SRC-Washington County file
Contract W-538-1-678

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. J. D. Bushby (2)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. J. E. Gerick
Mr. R. M. Thompson
Mr. Charles Lee
Mr. M. C. Heany
Washington County Commissioners (3)
Secretary's File
SRC-Washington County
Contract W-449-6-620
" W-463-3/15-623
" W-463-6-20-21-623
" W-463-7-623
" W-463-8-25-623
" W-463-9-642
" W-463-22-23-24-66-623
" W-463-67-26-31-623

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

Chairman and Director Wolff executed duplicate copies of agreement dated April 16, 1968, between the State Roads Commission and Washington County, Maryland, pertaining to transfer by the Commission to the County, for maintenance and snow removal purposes as part of the County highway system, subject to the conditions more fully set forth therein, of specified sections of the State constructed roads, including certain bridges, as named below and more fully described in the agreement attached, with the understanding that the Commission will perform all repairs except surface repairs to those bridges constructed on County roads spanning Interstate Rt. 70 and U.S. Rt. 40, and the County will perform all surface repairs to the bridges and remove all snow therefrom:

Timber Ridge Road #1 Relocation (Co. Rd. 39)

PART 21-81 Md. 615 (Orchard Ridge Rd.) 0.40

Ernstville Road (Co. Rd. 64)

21-29 Md. 880 Ernstville Road Connection 0.20

21-29 Md. 880 (Old Md. 56)

McCoys Ferry & Cove Rd.

Cove Rd. Relocation (Co. Rd. 70)

Boyd Rd. Relocation (Co. Rd. 75)

Big Spring - Clear Spring Rd. (Co. Rd. 91)

Md911 21-128 Service Road (A) - On east side of Md. 68

Md911 21-129 Service Road (B) - On west side of Md. 68

Mennonite Church Rd. (Co. Rd. 101)

Ridge Road (Co. Rd. 81)

Walnut Point Rd. (Co. 110)

Sandy Mile Rd. Connection (Co. Rd. 14)

Sandy Mile Rd. Relocation (Co. Rd. 14)

Resley Rd. Relocated (Co. Rd. 12)

Creek Rd. Relocated (Co. Rd. 12)

Creek Rd. Relocated (Co. Rd. 12)

Creek Rd. Relocation (Co. Rd. 20)

Creek Rd. Relocation (Co. Rd. 20)

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

THIS AGREEMENT made this 16th day of April, 1968, by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Washington County, Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

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

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

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

1. The "Commission", party of the first part, will perform all repairs except surface repairs, to those bridges constructed on County roads that span Interstate Route 70 and U.S. Route 40 which are the subject of the hereinafter listed construction contracts.
2. The "County", party of the second part, will perform all surface repairs to the bridges and remove all snow from the structures.

IT IS UNDERSTOOD AND AGREED without the necessity of any further agreement between the parties hereto, the "Commission", party of the first part does hereby transfer to the County, party of the second part, and the County, party of the second part does hereby accept from the "Commission", the following described sections of State constructed roads for maintenance purposes as part of the County Highway System.

Timber Ridge Road #1 Relocation (Co. Rd. 39) - From Co. Rd. 38 (Sta. 29 + 35) under I-70 to existing Timber Ridge Rd. (Sta. 45 + 50) constructed under contract W-463-3/15-623, a distance of 0.31 miles.

Md. 615 (Orchard Ridge Rd.) - From westerly ramp connection of I-70 (Sta. 16 + 00) easterly to existing Orchard Ridge Rd. (Co. 45) at Sta. 20 + 50 constructed under contract W-463-3/15-623, a distance of 0.40 miles.

Ernstville Road (Co. Rd. 64) - From beginning of relocation at Sta. 8 + 00, northerly over I-70 to end of relocation at Sta. 29 + 00 constructed under contract W-463-6-20-21-623, a distance of 0.41 miles. Includes bridge over I-70 for surface repairs and snow removal.

Md. 880 Ernstville Road Connection - From Ernstville Rd. (Co. Rd. 64) at Sta. 16 + 20 to Md. 56 at Sta. 19 + 88, constructed under contract W-463-6-20-21-623, a distance of 0.08 miles.

Md. 880 (Old Md. 56) - From Ernstville Rd. (Co. Rd. 64) to road end, a distance of 0.12 miles.

McCoys Ferry & Cove Rd. Connection (Co. Rd. 69) - From McCoys Ferry Rd. (Sta. 66 + 50) to Cove Rd. constructed under contract W-463-7-623, a distance of 0.14 miles.

Cove Rd. Relocation (Co. Rd. 70) - From existing section of Cove Rd. (Sta. 7 + 10) on the north side of I-70, easterly to Boyd Rd. (Co. Rd. 75) at Sta. 47 + 02, constructed under contract W-463-22-23-24-66-623, a distance of 0.78 miles.

Boyd Rd. Relocation (Co. Rd. 75) - Section of Boyd Road from Sta. 18 + 00 (North of Md. 56) northeasterly over I-70 to Sta. 62 + 2487 Bk. = 58 + 67 ahead; and from Sta. 58 + 67 to Sta. 59 + 92, constructed under contract W-463-22-23-24-66-623, a distance of 0.86 miles. Includes 1 bridge over I-70 E.B. Lane and 1 bridge over I-70 W.B. Lane for surface repairs and snow removal.

Big Spring - Clear Spring Rd. (Co. Rd. 91) - Reconstructed section of Big Spring - Clear Spring Rd. from Sta. 7 + 00 (0.23 miles South of I-70 E.B. Lane) northerly over I-70 to end of construction at Sta. 27 + 00, constructed under contract W-463-22-23-24-66-623, a distance of 0.39 miles. Includes one bridge over I-70 for surface repairs and snow removal.

Service Road (A) - On east side of Md. 68 (North of I-70) from Md. 68 at Sta. 0 + 75 to limit of work at Sta. 6 + 31, constructed under contract W-463-22-23-24-66-623, a distance of 0.11 miles.

Service Road (B) - On west side of Md. 68 (North of I-70) from Md. 68 at Sta. 10 + 75 to limit of work at Sta. 18 + 25, constructed under contract W-463-22-23-24-66-623, a distance of 0.14 miles.

Mennonite Church Rd. (Co. Rd. 101) - From Sta. 7 + 50 (0.16 miles south of I-70 E.B. Lane) northerly under I-70 to limit of work at Sta. 32 + 00 (0.32 miles North of I-70 E.B. Lane) constructed under contract W-463-8-25-623, a distance of 0.48 miles.

From this page need to be identified & put in history files

Ridge Road (Co. Rd. 81) - From Sta. 15 + 00 (0.11 [illegible] E.B. Lane) northerly over I-70 to [illegible] Sta. 27 + 50 (0.14 miles North of [illegible] constructed under contract W-463-[illegible] distance of 0.25 miles. Includes [illegible] I-70 E.B. Lane and one bridge ove[illegible] for surface repairs and snow remo[illegible]

Walnut Point Rd. (Co. 110) - From Sta. 11 + 00 (0.[illegible] northerly over I-70 to limit of w[illegible] (0.24 miles North of I-70) constructed under contract W-463-9-642, a distance of 0.32 miles. Includes one bridge over I-70 for surface repairs and snow removal.

Sandy Mile Rd. Connection (Co. Rd. 14) - From Md. 144 (Sta. 0 + 00) northerly to the end of construction at Sta. 10 + 00, constructed under contract W-449-6-620, a distance of 0.19 miles.

Sandy Mile Rd. Relocation (Co. Rd. 14) - From beginning of relocated section (Sta. 2 + 50) South of new U.S. 40, northerly over new U.S. 40 to end of construction North of relocated Creek Road (Co. Rd. 12) constructed under contract W-449-6-620, a distance of 0.37 miles. Includes one bridge over U.S. Route 40 for surface repairs and snow removal.

Resley Rd. Relocated (Co. Rd. 12) - From beginning of relocated section (Sta. 1 + 05) easterly to relocated Sandy Mile Road (Sta. 10 + 00) north of new U.S. 40, constructed under contract W-449-6-620, a distance of 0.18 miles.

Creek Rd. Relocated (Co. Rd. 12) - From relocated Sandy Mile Road (Sta. 10 + 00) easterly to end of reconstruction (0.04 miles west of Green Lane) at Sta. 24 + 09.78, constructed under contract W-449-6-620, a distance of 0.27 miles.

Creek Rd. Relocated (Co. Rd. 12) - From beginning of relocation (Sta. 2 + 34) 0.04 miles east of Green Lane easterly to end of relocation at Sta. 15 + 71.80, constructed under contract W-449-6-620, a distance of 0.25 miles.

12 Was Co Rd 15

Creek Rd. Relocation (Co. Rd. 20) - From beginning of relocation (Sta. 1 + 36.54) 0.45 miles east of Green Lane easterly to end of relocation at Sta. 16 + 76.86, constructed under contract W-449-6-620, a distance of 0.29 miles.

12 Was Co Rd 15

Creek Rd. Relocation (Co. Rd. 20) - From beginning of relocation (Sta. 25 + 50) 0.84 miles east of Green Lane easterly under new U.S. Route 40 to end of relocation 0.16 miles south of U.S. Route 40 at Sta. 0 + 00 constructed under contract W-449-6-620, a distance of 0.47 miles.

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

Ridge Road (Co. Rd. 81) - From Sta. 15 + 00 (0.11 miles South of I-70 E.B. Lane) northerly over I-70 to limit of work at Sta. 27 + 50 (0.14 miles North of I-70 E.B. Lane) constructed under contract W-463-67-26-31-623, a distance of 0.25 miles. Includes one bridge over I-70 E.B. Lane and one bridge over I-70 W.B. Lane for surface repairs and snow removal.

Walnut Point Rd. (Co. 110) - From Sta. 11 + 00 (0.08 miles South of I-70) northerly over I-70 to limit of work at Sta. 28 + 00 (0.24 miles North of I-70) constructed under contract W-463-9-642, a distance of 0.32 miles. Includes one bridge over I-70 for surface repairs and snow removal.

Sandy Mile Rd. Connection (Co. Rd. 14) - From Md. 144 (Sta. 0 + 00) northerly to the end of construction at Sta. 10 + 00, constructed under contract W-449-6-620, a distance of 0.19 miles.

Sandy Mile Rd. Relocation (Co. Rd. 14) - From beginning of relocated section (Sta. 2 + 50) South of new U.S. 40, northerly over new U.S. 40 to end of construction North of relocated Creek Road (Co. Rd. 12) constructed under contract W-449-6-620, a distance of 0.37 miles. Includes one bridge over U.S. Route 40 for surface repairs and snow removal.

Resley Rd. Relocated (Co. Rd. 12) - From beginning of relocated section (Sta. 1 + 05) easterly to relocated Sandy Mile Road (Sta. 10 + 00) north of new U.S. 40, constructed under contract W-449-6-620, a distance of 0.18 miles.

Creek Rd. Relocated (Co. Rd. 12) - From relocated Sandy Mile Road (Sta. 10 + 00) easterly to end of reconstruction (0.04 miles west of Green Lane) at Sta. 24 + 09.78, constructed under contract W-449-6-620, a distance of 0.27 miles.

Creek Rd. Relocated (Co. Rd. 12) - From beginning of relocation (Sta. 2 + 34) 0.04 miles east of Green Lane easterly to end of relocation at Sta. 15 + 71.80, constructed under contract W-449-6-620, a distance of 0.25 miles.

12 Was Co Rd 15

Creek Rd. Relocation (Co. Rd. 20) - From beginning of relocation (Sta. 1 + 36.54) 0.45 miles east of Green Lane easterly to end of relocation at Sta. 16 + 76.86, constructed under contract W-449-6-620, a distance of 0.29 miles.

12 Was Co Rd 15

Creek Rd. Relocation (Co. Rd. 20) - From beginning of relocation (Sta. 25 + 50) 0.84 miles east of Green Lane easterly under new U.S. Route 40 to end of relocation 0.16 miles south of U.S. Route 40 at Sta. 0 + 00 constructed under contract W-449-6-620, a distance of 0.47 miles.

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

1. The 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, 1968.
3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1,1969.
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 appurtenance and bridge structures, with the exception of those bridges constructed by the Commission and carrying the County roads over I-70 and U.S. 40.

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 18th day of April, 1968

APPROVED:

_____
Deputy Director-Chief Engineer

_____
Special Attorney

COUNTY COMMISSIONERS FOR WASHINGTON COUNTY

_____
President

ATTEST:

_____
Clerk

Approved as to form and legal sufficiency this 16th day of April, 1968

RECOMMENDED FOR APPROVAL:

_____
County Engineer

_____
Counsel to County Commissioners of Washington County

March 18, 1968

MD 44

Washington Co.

Department of Forests and Parks' Request
for Transfer of Maryland Route 44 - Approach
to Fort Frederick - to the State Department of
Forests and Parks
Item No. 53539

Mr. Spencer P. Ellis, Director
Department of Forests and Parks
State Office Building
Annapolis, Maryland 21404

Dear Mr. Ellis:

You will recall on January 26, 1968, you wrote Chairman-Director Jerome B. Wolff advising that Maryland State Route 44 is entirely within the Fort Frederick State Park and requesting transfer of this state route from the State Roads Commission to the Maryland State Department of Forests and Parks. On February 1, 1968, Mr. Wolff wrote you acknowledging receipt of your request and stating that a review would be made.

A review has now been made and we find that no formal transfer of highway right of way was ever made from the State Department of Forests and Parks to the State Roads Commission. It is obvious, therefore, that no formal conveyance can be made in return from the State Roads Commission to the Department of Forests and Parks. Despite this, the Commission is in sympathy with your request and by resolution passed on March 6, 1968, the Commission authorized transfer of Maryland 44 in Washington County to the Maryland State Department of Forests and Parks.

It should be noted that this transfer of Maryland 44 begins at Maryland 56, east of Big Pool, and extends southward for a distance of approximately 0.61 mile. It should also be noted that the State Department of Forests and Parks should make

appropriate arrangement with private citizens who used this road as practical access to their property. Obviously, maintenance of this section of Maryland Route 44 will now be the responsibility of the Department of Forests and Parks.

Very truly yours,

ORIGINAL SIGNED BY HAINES B. FELTER

Haines B. Felter
Chief, Bureau of Governmental
and Public Utility R/W Acquisition.

HBF:gr
cc: Mr. D. H. Fisher
Mr. L. C. Moser
Mr. W. J. Addison
Mr. J. D. Bushby
Mr. S. J. Ward

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 6, 1968

* * *

MD 44

On motion of Mr. Brinsfield, seconded by Mr. McMullen, the Commission authorized the transfer of Md. Route 44 in Washington County to the Md. Department of Forest and Parks.

Copy: Mr. D. H. Fisher
Mr. W. J. Addison
Mr. L. C. Moser
Mr. J. D. Bushby (2)
Mr. G. W. Cassell ✓
Mr. R. D. Wooten
Mr. H. B. Felter
SRC-Washington County

Mr. Jerome B. Wolff
Chairman-Director
Mr. David H. Fisher
Deputy Director-Chief Engineer

Department of Forest and Parks request of January 26, 1968 and acknowledgement of February 1, 1968 concerning transfer of Md. Route 44 to the Department of Forest and Parks - Washington County

MD 44

March 5, 1968

Attached are copies of correspondence of February 20, 1968 from Mr. Felter, Right-of-Way Division, and of February 26, 1968 from Mr. Bushby, District Engineer, commenting on subject matter.

I concur with Mr. Bushby's recommendation that the Department of Forest and Parks be authorized to take over, maintain and operate existing Md. Route 44 as a Park Road. It serves only as an access to Fort Frederick. If this recommendation is concurred in, the Department of Forest and Parks should be requested to make appropriate arrangements with the several private citizens who use the road as the only practical access to their property.

As noted by Mr. Felter, the Commission has no title in the right-of-way. Transfer of responsibility to Department of Forest and Parks could thus be accomplished by resolution of the Commission accepted by the Department of Forest and Parks.

DHF:ak

Enclosures

cc: Mr. J. D. Buscher
Mr. W. J. Addison
Mr. L. C. Moser
Mr. J. D. Bushby

Cc: Cassell - to note

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
TUESDAY, SEPTEMBER 26, 1967

* * *

Chairman and Director Wolff executed triplicate copies of agreement dated September 26, 1967, by and between the Washington County Railroad Company, and The Baltimore and Ohio Railroad Company, operating the property of the Washington County 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 parties thereto agree as to their respective aims and obligations with reference to construction by the Commission of highway bridges over Israel Creek and the Railroad's Washington County Branch at Highway Station 13+45± (Railroad Valuation Station 38+10±), in connection with the Commission's proposed relocation and improvement of Md. Route 67 as a dual highway (with construction of the southbound roadway at this time and the northbound roadway at some future date), from a location on U. S. Route 340, approximately one-half mile west of Weverton, northerly to Yarrowsburg Road, in Washington County, Maryland (Contract W-453-7-671; FAP#S-9200(2).

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. M. D. Philpot (2)
Mr. H. G. Downs
Mr. A. L. Grubb (2)
Mr. H. P. Jones
Mr. W. J. Addison
Mr. W. B. Duckett
Mr. L. C. Moser (2)
Mr. H. B. Felter
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Washington County
Contract W-453-7-671;FAP#S-9200(2)

Mr. Cassell

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

Chairman and Director Wolff executed duplicate copies of agreement dated June 6, 1967, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and Washington County, Maryland, therein referred to as "County," party of the second part, concerning transfer by the Commission to the County, for maintenance and snow removal purposes, as part of the County highway system, subject to the conditions more fully set forth therein, of the following sections of State constructed roads:

Lockwood Road - from south limits of Williamsport to end of construction under Contract W-446-15-620, a distance of 0.08 mile — Included in 1967 Tab for Co Rd 510

Relocated Hopewell Road - from north limits of Williamsport to limits of work (Station 13+50) under Contract W-446-33-620, a distance of 0.67± mile — Included in 1967 tab for Co Rd 473

Service Road - from the north side of U. S. Route 11 east of Interstate Route 81 interchange (U.S. Route 11 - Station 95+88.51) to a road end under Contract W-446-33-620, a distance of 0.17 mile — Co 681

Said agreement had been executed previously on behalf of the County Commissioners for Washington County, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

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. J. D. Bushby (2)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. J. E. Gerick
Mr. R. M. Thompson
Mr. Charles Lee
Records & Research Section, R/W Div.
Washington County Commissioners (3)
Secretary's File
SRC-Washington County
Contracts W-446-15-620 & W-446-33-620

MEMORANDUM OF ACTION OF STATE RD 05 COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
THURSDAY, JUNE 6, 1967

* * *

Chairman and Director Wolff executed duplicate copies of agreement dated June 6, 1967, by and between the State Roads Commission of Maryland, thereinafter referred to as "Commission," party of the first part, and Washington County, Maryland, thereinafter referred to as "County," party of the second part, concerning transfer by the Commission to the County, for maintenance and some removal purposes, as part of the County highway system, subject to the conditions were fully set forth therein, of the following sections of State constructed roads:

Lockwood Road - from south limits of Williamsport to end of construction under Contract 3-446-17-020, a distance of 0.05 mile

Potomac Hopewell Road - from north limits of Williamsport to limits of work (Station 11+70) under Contract 3-347-33-020, a distance of 0.27 mile

Service road - from the north side of U. S. Route 11 east of Interstate route at interchange (U.S. Route 11 - Station 55+62.31) to a road end under Contract 3-446-21-020, a distance of 0.17 mile

Said agreement had been executed previously on behalf of the County Commissioners for Washington County, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Rogers.

Copy: Mr. A. M. Gordon
Mr. C. H. Fisher (2)
Mr. H. E. Woodford, Jr.
Mr. C. A. Quintavon
Mr. L. E. Mabry
Mr. F. P. Gryvesser
Mr. L. C. Moser (2)
Mr. G. H. Lewis, Jr. (2)
Mr. H. H. Crosby
Mr. L. G. Hunsy (2)
Mr. H. E. Young (2)
Mr. M. O. Philipp (2)
Mr. V. L. Nellson

Mr. A. L. Grube
Mr. H. F. Jones
Mr. H. M. Caswell
Mr. F. K. Lloyd
Mr. C. D. Hurley
Mr. L. F. Gerlach
Mr. R. M. Thompson
Mr. Charles Lee
Records & Research Section, W/Mr. Mr.
Washington County Commissioners (3)
Secretary's File
Tri-Washington County
Contracts 3-446-17-020 & 3-446-33-020

JAN 30 RECD

THIS AGREEMENT made this Sixth day of June, 1967, by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and Washington County, Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

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

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

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

Lockwood Rd. - From south limits of Williamsport to end of construction under contract W-446-15-620, a distance of 0.08 miles.

Relocated Hopewell Rd. - From north limits of Williamsport to the limits of Work (Station 13 + 50) under contract W-446-33-620, a distance of 0.67 ± miles.

Service Rd. - From the north side of U.S. Route 11 east of the I-81 interchange (U.S. 11 Station 95 + 88.51) to a road end under contract W-446-33-620, a distance of 0.17 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:

JAN 30 RECD

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, 1967.
3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1968.
4. The transfer of said Road is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the Road involved, including all appurtenance and bridge structures.

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 31st day of May, 1967.

APPROVED:

_____
Chief Engineer

_____
Special Attorney

COUNTY COMMISSIONERS FOR WASHINGTON COUNTY

ATTEST:

_____
President

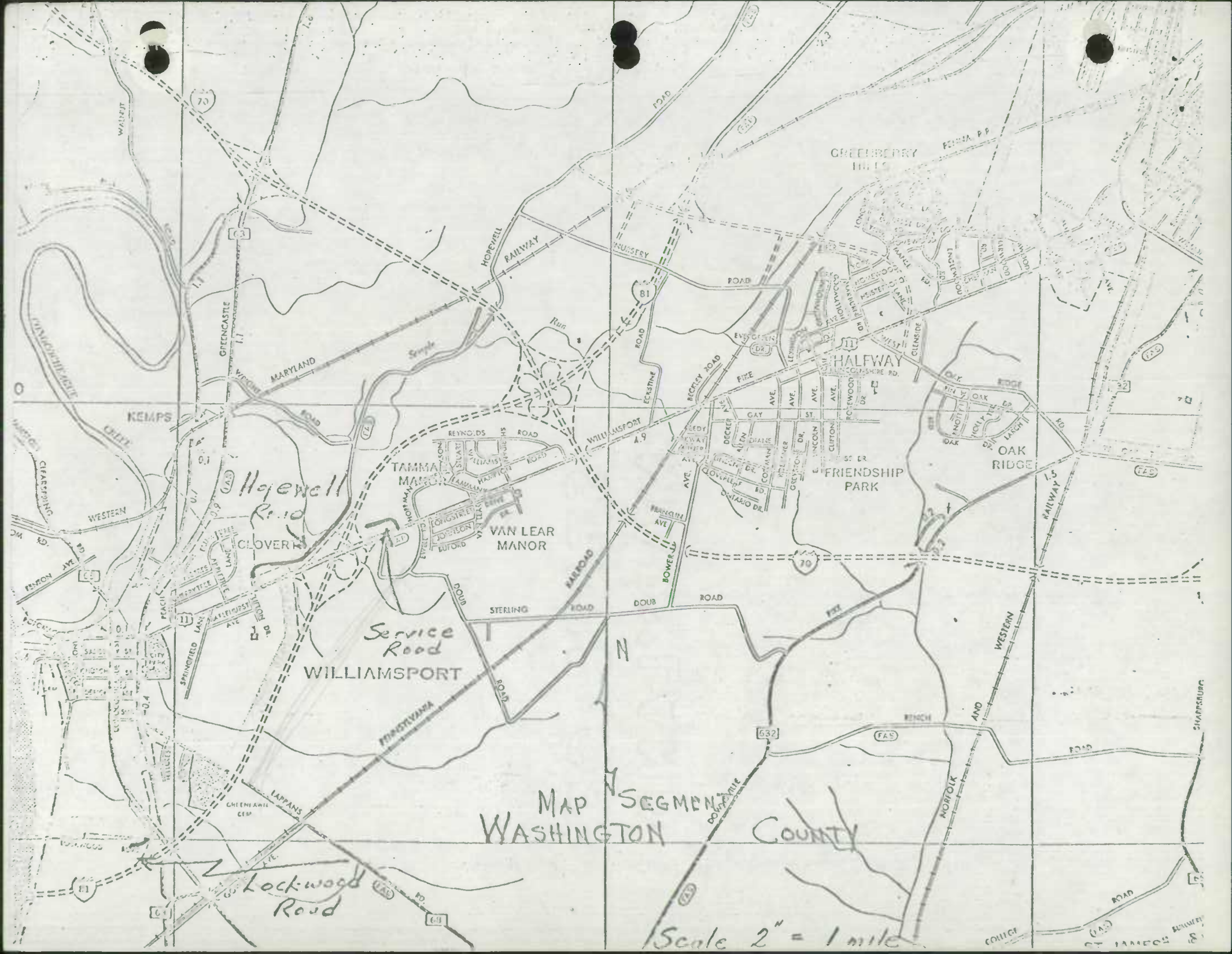
_____
Clerk

Approved as to form and legal sufficiency this 23 day of May, 1967.

RECOMMENDED FOR APPROVAL:

_____
County Engineer

_____
Counsel to County Commissioners of Washington County


Map Segment
Washington County
Scale 2" = 1 mile
Hopewell Road
Service Road
Lockwood Road
WILLIAMSPORT
CLOVER
KEMPS
VAN LEAR MANOR
TAMMANY MANOR
HALFWAY
FRIENDSHIP PARK
OAK RIDGE
GREENBERRY HILLS
HOPEWELL RAILWAY
MARYLAND
WESTERN
PENNSYLVANIA
NORFOLK AND WESTERN
STERLING ROAD
DOUB ROAD
BOWER RD
BECKLEY ROAD
WILLIAMSPORT
REYNOLDS ROAD
GREENCASTLE
CLEARSPRING
CONOCOCHEAGUE CREEK
LAPPANS
GREENLAWN CEM
FENTON AVE
SPRINGFIELD LANE
FAIRHURST AVE
NURSERY ROAD
ECKSTINE ROAD
FIRE
GAY ST
OAK RIDGE
HOLLY DR
LARCH
LINCOLN
CLIFTON
ROSEWOOD DR
ENGLEWOOD
HARWOOD
CLENSIDE
LINCOLNSHIRE RD
EVERGREEN DR
ONTARIO DR
LOVELEIGH RD
FRANKLIN AVE
BENCH ROAD
COLLEGE ROAD
ST JAMES
SHAPPSBURG
WALNUT
PENNA RR
RUN
SIMPLE
JOHNSON
BUFORD
LEWELL RD
HOFFMAN
HAMMANN
HARTMAN
WILLIAMS
SILLART
VAN HOUSE
DOCKER
ALLEN
DRAKE
COPPMAN
GREYSTONE
MILLER
KWAK
CARTER
GEDDY
MOUNTAIN VIEW
HOLLYWOOD
HEISTER LANE
LONGFELLOW
PEACH ORCHARD
MOUNTAIN VIEW
70
81
11
63
632
FAS
FAP
FA
68
64

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JEROME B. WOLFF
FRIDAY, MAY 19, 1967
***

Pursuant to action of the Commission October 25, 1966, Chairman and Director Wolff executed duplicate copies of agreement, dated May 19, 1967, by and between the State Roads Commission of Maryland, therein called "Commission," party of the first part, and the Board of County Commissioners of Washington County, therein called "Commissioners," party of the second part, wherein the parties thereto state fully the terms and conditions connected with the construction of the proposed Industrial Boulevard, extending along the east side of Interstate Route 81 near Hagerstown from U. S. Route 11 to Maryland Route 63. Under this agreement the Commission will construct and maintain the entire proposed facility as a State project. Industrial Boulevard will be constructed in stages, and this agreement pertains to the first stage of construction only, which will consist of construction from the end of the existing entrance road connection to U. S. Route 11 southerly a distance of 0.71± mile to the vicinity of station 50+00, construction of the remaining stage or stages of this project to provide connection to Maryland Route 63 to be the subject of a subsequent agreement between the parties thereto.

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

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
SRC-Washington County
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.
Co. Commrs. of Washington Co. (3)
Secretary's File
SRC-Critical Needs Fund
SRC-State Aid Program

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JAMES B. MOLOY
FRIDAY, MAY 19, 1967

***

Pursuant to action of the Commission October 25, 1966, Chairman and Director Moloy executed duplicate copies of agreement, dated May 19, 1967, by and between the State Roads Commission of Maryland, therein called "Commission," party of the first part, and the Board of County Commissioners of Washington County, therein called "Commissioners," party of the second part, wherein the parties hereto state fully the terms and conditions covered with the construction of the proposed Industrial Boulevard, extending along the east side of Interstate Route 81 near Hagerstown from U. S. Route 11 to Maryland Route 63. Under this agreement the Commission will construct and maintain the entire proposed facility as a State project. Industrial Boulevard will be constructed in stages, and this agreement pertains to the first stage of construction only, which will consist of construction from the end of the existing overpass road connection to U. S. Route 11 southerly a distance of 0.19 mile to the vicinity of station 50+00. Construction of the remaining stage or stages of this project is provided for herein in Maryland Route 63 to be the subject of a supplemental agreement between the parties hereto.

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

Copy: Mr. A. E. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. V. J. Addison
Mr. C. A. Dahlgren
Mr. L. E. McCabe
Mr. F. F. Bralsford
Mr. L. C. Yager (2)
Mr. C. N. Jenkins, Jr. (2)
Mr. H. E. Bosley
Mr. J. B. Bobby (2)
Mr. H. C. Downs (2)
Mr. H. D. Pallant (2)
Washington County

Mr. A. T. Grubb
Mr. E. J. Jones
Mr. G. W. Cannell
Mr. E. E. Stand
Mr. E. D. Reilly
Mr. J. L. Gerlach
Mr. R. H. Thompson
Mr. Charles Lee
Records & Research Section, Div.
Co. Comm. of Washington Co. (2)
Secretary's File
SRC-Critical Needs Fund
SRC-State Aid Program

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, OCTOBER 25, 1966
* * *

On motion of Mr. McMullen, seconded by Mr. Evans, the Commission approved a request (on which action was deferred at its October 5 meeting) by Washington County officials for the taking into the State System of a proposed Industrial Boulevard extending along the east side of Interstate Route 81 near Hagerstown, from U. S. Route 11 to Md. Route 63. Approval was subject to the County committing its Federal Aid Secondary or State Aid allotment of funds in an amount equal to 50% of the estimated $600,000 cost, the State Roads Commission to provide the remaining 50% from the Critical Needs fund.

Copy: Mr. D. H. Fisher
Mr. W. J. Addison
Mr. W. E. Woodford, Jr.
Mr. M. M. Brodsky
SRC-State Aid Program
SRC-Washington County
SRC-Critical Needs Fund
Mr. C. A. Goldeisen
Secretary's File

THIS AGREEMENT, executed in duplicate, made and entered into this 19th day of MAY, 1967, by and between the STATE ROADS COMMISSION OF MARYLAND, hereinafter called "Commission", party of the first part, and the Board of County Commissioners of Washington County, hereinafter called "Commissioners", party of the second part, Witnesseth:

WHEREAS, the "Commissioners", party of the second part, has requested the "Commission", party of the first part, to participate in the construction of the proposed Industrial Boulevard extending along the east side of Interstate Route 81 near Hagerstown from U. S. Route 11 to Maryland Route 63, and

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

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

1. The "Commission", party of the first part, will construct and maintain the entire proposed facility as a state project.
2. The "Commission", party of the first part, will construct Industrial Boulevard in stages and that the first stage of construction will consist of construction from the end of the existing entrance road connection to U. S. Route 11 southerly a distance of ± 0.71 miles to the vicinity of station 50+00 as a

24' wide paved road with 10' wide shoulders on each side located within an ultimate dual right-of-way which will be approximately 200 feet wide.

3. It is contemplated that construction of the remaining stage or stages of this project to provide connection to Maryland Route 63 will be the subject of a subsequent agreement between the parties hereto.

4. The "Commissioners", party of the second part, will contribute or cause to be contributed without cost to the "Commission", all right-of-way necessary for the proposed construction of the first stage, and the "Commissioners" will release to the "Commission" from their 1966 fiscal year allocation of State Aid funds and, if necessary, from subsequent allocations of Secondary Federal Aid, a sum equal to one-half of the total cost of first stage construction, exclusive of right-of-way.

5. The "Commission", party of the first part, will accomplish all design and construction of the first stage of the project. It will finance engineering cost in the amount of $25,000 from the 1967 fiscal year Critical Fund with the remaining cost of the first stage construction to be financed from subsequent fiscal year Critical Funds or such other funds as may be authorized for this construction. The expenditure by the "Commission" of $25,000 from 1967 fiscal year Critical Funds is in accordance with the resolution of the "Commission" approved by Governor Tawes on January 18, 1967.

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.

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 28th day of April, 1967

_____
Special Attorney

APPROVED:

_____
Chief Engineer

COUNTY COMMISSIONERS FOR WASHINGTON COUNTY

_____

_____

_____

ATTEST:

_____
Clerk to County Commissioners

Approved as to form and legal sufficiency this 10th day of April, 1967

_____
Counsel to County Commissioners of Washington County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JANUARY 23, 1967
***

Chairman and Director Funk executed duplicate copies of agreement, dated January 23, 1967, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and Washington County, Maryland, therein referred to as "County," party of the second part, concerning the transfer by the Commission to the County for maintenance purposes as part of the County Highway System the following described sections of State constructed roads, subject to the continuance in effect of any controls of access which may have heretofore been established by the Commission, and subject to the conditions more fully set forth therein:

Hollywood Blvd

G6606 Relocated Nursery Rd. (Md. 864) - From Hopewell Rd. (Co. 473) to West Oak Ridge Rd. (Co. 431) with connections east and west of Interstate 81 to the original Nursery Rd. for a distance of 2.45 miles.

G4324 York Rd. - From Piper La. (Co. 430) to Longview Rd. (Co. 425) a distance of 0.13 mile.

G430 Piper La. - From Station 9+50 to Station 15+00 as indicated on Contract W-513-1-620, a distance of 0.10 mile.

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

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. J. E. Gerick
Mr. R. M. Thompson
Mr. Charles Lee
Records & Research Section, R-W Div.
Co. Commrs. of Washington Co. (3)
Secretary's File
SRC-Washington County
Contract W-513-1-620;FAP#S-SG-1371(1)

NOV 9 - RECD

THIS AGREEMENT made this 23RD day of JANUARY, 1967, by and between the State Roads Commission of Maryland hereinafter referred to as "Commission", party of the first part, and Washington 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 consideration, the receipt whereof is hereby acknowledged, the Commission, party of the first part, does hereby transfer to the County and the County, party of the second part, does hereby accept from the Commission the following described sections of State constructed road for maintenance purposes, as part of the County Highway System, subject to the continuance in effect of any controls of access which may have heretofore been established by the Commission.

Relocated Nursery Rd. (Md. 864) - From Hopewell Rd. (Co. 473) to West Oak Ridge Rd. (Co. 431) with connections east and west of Interstate 81 to the original Nursery Rd. for a distance of 2.45 miles.

York Rd. - From Piper La. (Co. 430) to Longview Rd. (Co. 425) a distance of 0.13 mile.

Piper La. - From Station 9 + 50 to Station 15 + 00 as indicated on Contract W-513-1-620, a distance of 0.10 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:

NOV 9 _ REC'D

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, 1966.
3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1967.
4. The transfer of said Road is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the Road involved, including all appurtenance and bridge structures except the bridge and ramps in the Interstate 81 and Relocated Nursery Rd. interchange area.

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 1 day of November, 1966.

APPROVED:

_____
Chief Engineer

_____
Special Attorney

COUNTY COMMISSIONERS FOR WASHINGTON COUNTY

ATTEST:

_____
President

_____
Clerk

Approved as to form and legal sufficiency this 16 day of November, 1966.

RECOMMENDED FOR APPROVAL:

_____
County Engineer

_____
Counsel to County Commissioners of Washington County

WILLIAMSPORT

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

The Commission approved and authorized Chairman and Director Funk to execute on its behalf duplicate copies of agreement dated October 5, 1966, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and the Mayor and Town Council of Williamsport, Maryland, therein referred to as "Town Council," party of the second part, pertaining to transfer by the Commission to the Town Council, for maintenance and snow removal purposes as part of the Town's street system, of the following described sections of State constructed roads, subject to continuance in effect of any controls of access which may heretofore have been established by the Commission and subject to the conditions more fully set forth in the agreement:

✓ U. S. Route 11 (Potomac Street) - from beginning of State maintenance at Alley #17 to east corporate limits of Williamsport, a distance of 0.69 mile. (Control of access retained by Commission as indicated on construction plans W-446-33-620 from Station 64+00 to 67+40, a distance of 340 feet)

✓ Washington Avenue (Relocated Hopewell Road) - from Potomac Street (Station 60+73) to north corporate limits of Williamsport, a distance of 0.05 mile. (Built under Contract W-446-33-620)

✓ Md. Route 68 (Lappans Road) - from beginning of State maintenance at Alley #15 to road end, a distance of 0.43 mile.

✓ Md. Route 63 (Artisan Street) - from beginning of State maintenance at Sunset Avenue to south corporate limits of Williamsport, a distance of 0.21 mile.

✓ Md. Route 63 (Greencastle Pike) - from beginning of State maintenance approximately 0.18 mile north of Potomac Street to the north corporate limits of Williamsport, a distance of 0.04 mile.

✓ Md. Routes 63 and 68 (Conococheague Street) - from Station 14+50 south of Frederick Street to the southeast corporate limits of Williamsport at Station 42+74, a distance of 0.53 mile, as indicated on construction plans W-446-15-620. (Control of access retained by Commission from Station 35+65 to 42+74, a distance of 709 feet)

✓ Lockwood Road (Relocated) - from Md. Routes 63 and 68 Sta 0+00 (Conococheague Street) to the south corporate limits of Williamsport, Sta 12+50, a distance of 0.~~26~~ 0.24 mile. (Built under contract W-446-15-620)

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

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (3)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. R. M. Thompson
Mr. Charles Lee
Mr. J. E. Gerick
Records & Research Section, R/W Division
Williamsport Town Council
Secretary's File
SRC-Washington County
Contract File (2)

This agreement made this 5th day of October, 1966 by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and the Mayor and Town Council of Williamsport, Maryland, hereinafter referred to as "Town Council", party of the second part, Witnesseth:

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

WHEREAS, the Commission, party of the first part, has agreed to transfer the following described sections of roads constructed by the Commission, to the Town Council, party of the second part, and the Town Council has agreed to accept same for maintenance and snow removal purposes as part of the Town's Street System.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Commission, party of the first part, does hereby transfer to the Town Council and the Town Council, party of the second part, does hereby accept from the Commission the following described sections of State constructed roads for maintenance and snow removal purposes, as part of the Town's Street System, subject to the continuance in effect of any controls of access which may have heretofore been established by the Commission.

U.S. Route 11 (Potomac Street)	From begin State Roads Commission maintenance at Alley #17, to East Corporate limits of Williamsport, a distance of 0.69 miles. Control of access retained by the Commission as indicated on Construction plans W-446-33-620 from Station 64 + 00 to 67 + 40 for a distance of 340 ft.
Washington Ave. (Relocated Hopewell Rd.)	From Potomac Street (Sta. #60 + 73) to the North Corporate limits of Williamsport, a distance of 0.05 miles - built under Contract #W-446-33-620.
Md. Route 68 (Lappans Rd.)	From begin State Roads Commission maintenance at Alley #15 to Road End, a distance of 0.43 miles.

Md. Route 63 (Artisan St.)	From begin State Roads Commission maintenance at Sunset Ave. to South Corporate limits of Williamsport, a distance of 0.21 miles.
Md. Route 63 (Greencastle Pike)	From begin State Roads Commission maintenance approximately 0.18 miles North of Potomac Street to the North Corporate limits of Williamsport, a distance of 0.04 miles.
Md. Routes 63 and 68 (Conococheague St.)	From Station #14 + 50 South of Frederick Street to the Southeast Corporate limits of Williamsport at Station #42 + 74, a distance of 0.53 miles as indicated on Construction Plans W-446-15-620. Control of access retained by the Commission from Station 35 + 65 to 42 + 74 for a distance of 709 ft.
Lockwood Rd. (Relocated)	From Md. Routes 63 and 68 (Conococheague St.) to the South Corporate limits of Williamsport, a distance of 0.26 miles - built under contract W-446-15-620.

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, 1966.
2. The basis for the allocation of funds will include the additional Town street mileage in the allocation to the Town Council beginning July 1, 1967.
3. 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.
4. Traffic Controls
   a. The Town to arrange for, supervise and erect at their own expense such traffic signals as they feel necessary
   b. The Town will establish parking regulations, within the town limits.

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 21 day of September, 1966

APPROVED:

_____
Chief Engineer

_____
Special Attorney

TOWN COUNCIL OF WILLIAMSPORT, WASHINGTON COUNTY, MARYLAND

by _____
Mayor

ATTEST:

_____
Clerk of Town Council

Approved as to form and legal sufficiency this 23rd day of September, 1966

_____
Town Attorney

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, JULY 5, 1966

***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated June 7, 1966, by and between the State Roads Commission of Maryland, therein referred to as the "Commission," party of the first part, and the Town Council of Smithsburg, Maryland, therein referred to as "Town Council," party of the second part, concerning the transfer by the Commission to the Town Council of the following described section of State constructed roads for maintenance and snow removal purposes, as part of the Town's Street System, subject to the conditions more fully set forth therein: MD 66

Md. Route 66 (Pennsylvania Avenue) - From Northern Limits of Smithsburg to Water Street (Md. 66), a distance of 0.10 mile

Md. Route 66 (Water Street) - From Pennsylvania Avenue (Md. 66) to the Southwestern Limits of Smithsburg at Old Mill Road, a distance of 0.58 mile → Now signed as "Railroad La" KJP 6/3/93

Said agreement had been executed previously on behalf of the Town Council of Smithsburg, Washington County, Maryland, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

No contract for improvement has been awarded as of Nov 28, 1966

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. G. W. Cassell ✓
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. J. E. Gerick
Mr. R. M. Thompson
Mr. Charles Lee
Records & Research Section, R/W Div.
Town Council of Smithsburg (3)
Secretary's File
SRC-Washington County

THIS AGREEMENT made this 7th day of June, 1966, by and between the State Roads Commission of Maryland, hereinafter referred to as "Commission", party of the first part, and the Town Council of Smithsburg, Maryland, hereinafter referred to as "Town Council", party of the second part, Witnesseth:

WHEREAS, under authority contained in Section 79 of Article 89B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer State Highways or portions thereof to the Governing Bodies of the several Counties and/or Towns of Maryland, for maintenance and snow removal 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 Council, party of the second part, and the Town Council has agreed to accept same for maintenance and snow removal 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 Council and the Town Council, party of the second part, does hereby accept from the Commission the following described section of State constructed roads for maintenance and snow removal purposes, as part of the Town's Street System:

Md. Route 66 (Pennsylvania Ave.) - From Northern Limits of Smithsburg to Water St. (Md. 66), a distance of 0.10 miles.

Md. Route 66 (Water Street) - From Pennsylvania Ave. (Md. 66) to the Southwestern Limits of Smithsburg at Old Mill Rd., a distance of 0.58 miles.

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

1. The aforegoing mileage will be included in the inventory as of December 1, 1966.

2. The basis for the allocation of funds will include the additional Town street mileage in the allocation to the Town Council beginning July 1, 1967.

3. The effective date for the transfer of this section of any one Route is upon the completion of the indicated improvement as described below:

   Md. Route 66 - Pennsylvania Ave. - (Resurface within one year following construction of proposed sanitary sewers) From Northern Limits of Smithsburg to Water Street (Md. 66) a distance of 0.10 miles.

   Md. Route 66 - Water Street - (Resurface within one year following construction of proposed sanitary sewers) From Pennsylvania Ave. (Md. 66) to the Southwestern Limits of Smithsburg at Old Mill Rd., a distance of 0.58 miles.

4. The transfer of said roads is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the Roads involved, including all appurtenances; however, this will include Item 3 above.

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

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways

ATTEST:

_____
Asst. Secretary

Approved as to form and legal sufficiency this 7 day of March, 1966.

_____
Special Attorney

APPROVED

_____
Chief Engineer

TOWN COUNCIL OF SMITHSBURG
WASHINGTON COUNTY, MARYLAND

By _____
Mayor

ATTEST:

_____
Clerk of Town Council

Approved as to form and legal sufficiency this 15 day of March, 1966.

_____
Town Attorney

Mr. Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 27, 1966
* * *

The Commission approved and Chairman and Director Funk executed for and on its behalf, duplicate copies of agreement dated April 27, 1966, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and Washington County, Maryland, therein referred to as "County," party of the second part, concerning transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of Md. Route 144-B from Pectonville Road (County 50) to road end, beyond Park Head Road (County 55), a distance of 0.77 mile, subject to the conditions more fully set forth therein.

Said agreement had been executed previously on behalf of Washington County by the President of the County Commissioners and recommended for approval by the County Roads Supervisor; and approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Et Finis

C0665
8-3-66

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. J. E. Gerick
Mr. R. M. Thompson
Mr. Charles Lee
Records & Research Section, R/W Div.
County Commrs. of Washington County (3)
Secretary's File
SRC-Washington County

THIS AGREEMENT made this 27th day of April, 1966 by and between the State Roads Commission of Maryland hereinafter referred to as "Commission", party of the first part, and Washington County Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

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

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

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

Md. Route 144-B - From Pectonville Rd. (Co. 50) to road end beyond Park Head Rd. (Co. 55) for a distance of 0.77 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 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, 1966.
3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1967.

4. The transfer of said Road is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the Road involved, including all appurtenances and bridge structures.

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

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 15 day of March, 1966.

APPROVED:

_____
Chief Engineer

_____
Special Attorney

COUNTY COMMISSIONERS FOR WASHINGTON COUNTY

_____
President

ATTEST:

_____
Clerk

Approved as to form and legal sufficiency this 1 day of April, 1966.

RECOMMENDED FOR APPROVAL:

_____
County ~~Engineer~~
Roads Supervisor

_____
Counsel to County Commissioners of Washington County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, JULY 13, 1965
* * *

Chairman and Director Funk executed duplicate copies of agreement dated July 13, 1965, by and between the Western Maryland Railway Company, party of the first part, therein called "Railway," and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the second part, therein called "Commission," wherein the parties thereto agree as to their respective aims and obligations in connection with the construction of connecting roads and grade separation structure which will carry Relocated Nursery Road over the track of the Railway at approximately Railway Valuation Station 4590+29.5, and the elimination of the existing grade crossing just south of Hagerstown in Washington County, as more fully set forth in the agreement.

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Washington County
Contract W-513-1-620

THIS AGREEMENT, executed in duplicate, made and entered into this 13th day of July, 1965, by and between WESTERN MARYLAND RAILWAY COMPANY, party of the First Part, hereinafter sometimes called "Railway", and the STATE ROADS COMMISSION OF MARYLAND, acting for and in behalf of the State of Maryland, party of the Second Part, hereinafter sometimes called "Commission", witnesseth:

WHEREAS, existing Nursery Road now crosses the Western Maryland Railway track at grade at approximately Railway Valuation Stations 4607+00±, just South of Hagerstown, in Washington County, Maryland, and

WHEREAS, the Commission proposes to eliminate this grade crossing by the construction of connecting roads and a grade separation structure which will carry the Relocated Nursery Road over the track of the Railway at approximately Railway Valuation Station 4590+29.5 = Highway Station 1854+14.5, the aforesaid work being sometimes referred to as the "Project", and

WHEREAS, the parties heretofore have entered into an agreement dated December 19, 1962 covering the construction and maintenance of Interstate Route 81 over Railway's operating property, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing this proposed Project and to enter into an agreement to state more fully their respective aims and obligations connected with the construction and maintenance of the Project and other portions of Interstate Route 81 on Railway's property.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the premises and the sum of One Dollar ($1.00), paid by each party to the other, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. The Railway will donate to public use, by quit-claim deed to the Commission, insofar as it has the legal right and its present title permits, and subject to the terms, limitations and agreements hereinafter set forth, that portion of its existing property, exclusive of operating right-of-way, required by the

Commission for the Project and Interstate Route 81, all as shown on Commission's Plats Nos. 29904 to 29908 inclusive, 30913, 31757 to 31759, inclusive, and 32011 prints of which are attached and made a part hereof.

2. Railway, insofar as it has the right so to do, hereby grants to the Commission, without monetary consideration, necessary easement for overhead highway bridge and approaches on or over the operating property of the Railway as shown on Commission's Plat No. 31757 , a print of which is attached hereto and made a part hereof.

3. Commission's right-of-way lines, north side Relocated Nursery Road, will provide "Access To Be Permitted For Future Public Road Connection" at two locations, the first between highway stations 1856+00 to 1858+00, and the second between highway stations 1891+75 to 1892+25. Sketch is attached, being made a part of this agreement, indicating in green color the proposed location of the first mentioned access road. At such time as this access road is to be built, Commission will either revise its "Right-of-way Line of Through Highway" in such manner that the access road as shown on the attached sketch can be constructed, or convey the area outlined in red to the County Commissioners of Washington County so, in either event, to allow the fill slopes of Relocated Nursery Road to be utilized in the construction and location of this access road and to further allow said access road to cross the highway right-of-way line in the approximate location as shown.

4. Detailed plans and specifications for the Project shall be prepared by the Commission, and identified as Commission's Contract Number W-513-1-620 and W-446-12-620 . Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of the parties to this agreement, to the extent that their respective interests are affected thereby. In addition, and where necessary, said plans and specifications shall be

subject to Federal approval.

5. All work in accordance with the plans and specifications for said Project shall be performed by the Commission, the Railway reserving the right to perform or cause to be performed such temporary or permanent alterations of pole lines, tracks, and all Railway appurtenances and facilities of whatever kind, nature or description only insofar as same is made necessary by construction of said Project. Railroad's work may be performed by its own forces on a force account basis or by contract (awarded by the Railroad, subject to approval of the Commission), or by a combination of both, and the Commission shall reimburse the Railway as provided in Section 19 hereof. Should Railway elect to contract a portion or portions of its work, invitations to bid will be sent to a minimum of three contractors selected by the Railway as qualified and experienced in the field of work to be performed.

6. It is agreed that in the construction of said Project, all necessary falsework, bracing or forms on Railway property and any other temporary construction and clearances affecting the Railway, shall be subject to the approval of the Chief Engineer of the Railway, or his authorized representative, and the Public Service Commission of Maryland.

7. Each party shall provide the necessary engineering and inspection for its respective part of the work and the Commission shall reimburse the Railway therefor as provided in Section 19 hereof. However, the Commission shall have general charge of the engineering on the Project, but the Commission shall, subject to the provisions hereof, reimburse the Railway for preliminary engineering performed by Railway both before and after date of Program approval by Bureau of Public Roads and for such inspection and engineering cost by its Chief Engineer, or his duly authorized representatives, which the Railway feels essential to properly safeguard its interest during the construction of the Project.

8. Any watchmen, flagmen, maintainers, inspectors and other protection or devices necessary to protect or safeguard Railway's traffic, during the construction period of said Project, shall be provided by the Railway, and the Chief Engineer of the Railway or his authorized representative shall be the sole judge as to the need for such Railway protection. The Commission shall reimburse the Railway for Railway protective services in accordance with Section 19 hereof. It is agreed, however, that the providing of such watchmen, etc. by the Railway and other precautionary measures taken either by the Railway or the Commission, as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors from liability for damage arising in connection with their operations.

9. All work herein provided to be done by the Commission on Railway's property shall be done in a manner satisfactory to the Chief Engineer of the Railway 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 Railway. The Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damages or delay to or interference with Railway's trains or other property.

10. No open drainage holes shall be constructed in the bridge over the Railway tracks and roadbed, transmission line or lines, trolley or other wires and structures which will allow water to flow from the bridge onto the Railway's operating right-of-way, tracks and roadbed, transmission lines, trolley or other wires and structures; and the Commission shall install, renew, replace and maintain the drainage structures which are to be subject to the approval of the Chief Engineers of the Commission and the Railway, or their duly authorized representatives, and no changes or alterations shall be made in the drainage structures to be shown on the detailed plans without the consent of the Railway provided, however, that if the drainage structures after the completion

of the bridge shall prove to be inadequate to protect the above property and facilities of the Railway from water flowing thereon either directly or indirectly, such changes shall be made at the cost and expense of the Commission in the drainage structures as shall be mutually agreed upon between the parties hereto, to provide proper and sufficient drains and drainage facilities to carry all water from the Railway's property and facilities. The Commission shall require its Contractors to take such reasonable precaution necessary to protect the Railway's right-of-way from flooding and/or the accumulation of eroded material from embankments during construction which results from such changes.

11. The Commission shall give written notice to the Railway thirty (30) days in advance of entering or arranging for others to enter onto Railway property for the purpose of constructing, repairing, maintaining, renewing or relocating the present and future bridge structures, roadway approaches and other highway facilities, the thirty (30) days advance notice not to apply in case of emergency, but the Commission to furnish the Railway as much notice as possible under such circumstances. Excluding emergency, said entry is to be withheld, however, pending completion of any changes or services to be performed by the Railway as made necessary by the entry. Railway agrees, exclusive of temporary grade crossings, to grant Commission's contractors the right to reasonable use of its property in the vicinity of project with their construction equipment used in performing the work herein contemplated, such use to be granted only upon said contractors receiving written approval therefor from the Railway's representative and upon said contractors agreeing to assume all costs accruing to Railway in connection with or because of granting of such use by the Railway. The use of said property shall in no way unreasonably interfere with the operations of the Railway, and Railway's Chief Engineer shall be the sole judge of whether such interference shall or shall not constitute unreasonable interference. Final settlement by Commission with contractors is to be contingent upon a showing that Railway has been reimbursed for any accrued costs.

12. It is acknowledged that the work and services to be performed by the parties hereto must be scheduled and coordinated. It is further understood, however, that uninterrupted operation of the Railway is of paramount importance and the Railway shall not be responsible to the Commission or its contractors for any delays or damages caused by Railway's inability to render services or perform work at such times as they may desire.

13. Before final payment is made, Commission shall require its Contractors to remove from within the limits of the Railway'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 Railway or his authorized representative.

14. Upon completion of the overhead bridge and approaches, and when the Project is opened to public use, the Commission agrees to legally vacate, abandon, close and remove, or cause to be legally vacated, abandoned, closed and removed the existing grade crossing at Nursery Road, and thereafter to install and maintain barricades so as to prevent said grade crossing from any further use by highway or pedestrian traffic.

15. No explosives of any nature or dangerous materials of any kind shall be used during the construction of the Project which shall cause a hazard to Railway's facilities or trains.

16. Before any work on said Project is commenced, the contractors, in addition to their 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 construction of the said Project and these contracts are hereby incorporated by reference thereto into this agreement and made a part hereof. The Commission shall require the Contractors to obtain, furnish and keep in force, as a minimum, insurance policies as follows:

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

(B) CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE - If any part of the work is to be performed by a subcontractor, the prime contractor shall carry in his own behalf insurance of same limits as set forth in Paragraph (A).

(C) RAILROAD PROTECTIVE PUBLIC LIABILITY AND PROPERTY LIABILITY INSURANCE - This policy naming the RAILWAY as "The Insured" to comply with the Standard Uniform Policy for Railroad Protective Liability and Property Damage Insurance developed and adopted in 1958 by the A.A.S.H.O. - A.A.R. Limits in following amounts:

(a) Bodily Injury Liability $250,000/500,000
(b) Property Damage Liability $250,000/500,000

The original of Policy (C) must be furnished to and approved by the Railway. For (A) and (B), Certificates are to be furnished to the Commission's Engineer and to the Railway. In all instances, the Contractors must furnish evidence to the Commission's Engineer and Railway that the insurance has been purchased and is in force until the contract is completed and accepted. Contractors will not be permitted on Railway property until insurance policies have been approved. Policies, certificates, notices of cancellation or change, etc., are to be sent by the Contractors' insurer direct to the Engineering Officer of the Railway and to the Commission's Engineer. Contractors and their insurance representatives must reconcile all policy requirements to the satisfaction of the Railway's and Commission's Engineers.

17. Upon completion of the Project, the Commission shall, at its own cost and expense, repair, maintain and renew the highway bridge over Railway's property and all highway appurtenances for this project to include drainage, saving and excepting therefrom, however, repairs necessitated by acts or accidents resulting from the negligence of the Railway, its agents, servants, employees, successors and assigns. In such latter event the Commission shall make the repairs necessary to restore the facilities to their former condition and Railway shall

reimburse the Commission for the full actual cost of such repairs. The Commission will keep and maintain said highway bridge structure and appurtenances in the condition required to protect and safeguard the Railway's operations and use of its property and should Commission so fail to do within a reasonable time after due notice is served by the Railway, Railway may take, at Commission's expense, whatever action it deems necessary to protect said Railway's operations and use. Any future changes, additions, extensions, alterations, relocations or improvements to the highway bridge and appurtenances or grade crossing shall be performed by the Commission at its expense and under the same terms and conditions as contained in this agreement and shall be subject to the approval of the Railway. It is understood and agreed that before any maintenance, changes, or alterations are undertaken to said highway bridge structure and appurtenances or grade crossing by the Commission, the Railway shall be notified in writing so that necessary inspectors and flagmen can be furnished by the Railway at Commission's expense should Railway deem their presence necessary.

18. Commission agrees to permit the Railway, without any charge to the Railway for said privilege, the right to attach at the expense of the Railway to said bridge structure and approaches at any time after their completion, signals, signal posts, telegraph, telephone and other wires and devices of whatsoever kind, nature and description now used or hereafter to be used in the operations of the Railway, provided, they do not extend above the elevation of bridge deck, and subject to the reasonable regulations and supervision of the Chief Engineer of the Commission.

19. (a) It is understood that a portion of the construction costs of the Project is to be financed from funds provided by the Federal Government and therefore expended under Federal Regulations. Railway will, in its billing, follow the Federal Rules and Regulations set forth in the Bureau of Public Roads Policy and Procedure Memorandum 30-3, dated August 15, 1955, titled "Reimbursement for Railroad Work," and amendments

thereto, but only insofar as said Procedures do not require the Railway to incur any expense or participate, directly or indirectly, in the Project costs. Commission will reimburse the Railway for all costs for work and service performed hereunder by the Railway growing out of or in connection with this Project regardless of whether said costs are reimbursable under said Federal Rules and Regulations or otherwise. Materials, equipment and other facilities which Railway may be required to purchase for temporary use and existing Railway materials, equipment and facilities that necessarily must be removed as part of the Project or to facilitate the Project, none of which are required or desired by Railway in its stock and inventory, shall be salvaged, disposed of and sold by Railway, the net proceeds constituting reimbursement in full for all salvage due on the Project.

(b) The Commission will repay the Railway directly for the cost and expense of Railway watchmen, maintainers, inspectors, flagmen or other personnel necessary for protection services only insofar as such expenses and services result from or grow out of project covered hereunder.

(c) The Commission will repay the Railway for the cost of insurance to be acquired by the Railway, with Public Liability Limits of $250,000/500,000 and Property Damage of $250,000/500,000 to protect it against loss from injuries or death to persons, including its employees under the F.E.L.A. while engaged in force account work on the project, and from damage to property arising out of such force account work.

(d) Final settlement with Contractors shall be contingent upon a showing that the Railway has been reimbursed for any services or work performed by it for them.

(e) The Commission shall reimburse the Railway monthly for the actual cost of work performed by the Railway. The Railway's claim for reimbursement from the Commission for the work performed by the Railway during any month shall be filed with the Commission not later

than the twenty-fifth day of the succeeding month, and shall be paid by the Commission within thirty (30) days thereafter.

20. At such time as Railway finds it necessary to extend its tail track southerly under Relocated Nursery Road, the Commission, at no expense to the Railway, will construct and maintain a bridge to carry Relocated Nursery Road over said track. This crossing is proposed to be located at Highway Station 1878+18, the track level and tangent throughout the crossing and the top of rail elevation will be 548.0. The bridge shall provide a minimum vertical clearance from top of rail to 22.0 feet, a minimum horizontal clearance of 19.0 feet and adequate drainage facilities to carry water away from the highway and trackbed.

21. Any work not specifically provided for herein shall be done by one of the parties hereto as may be mutually agreed upon from time to time during the progress of the work, subject to reimbursement of the cost to the Railway as provided in Section 19.

22. The rights, conditions and obligations hereinbefore stated apply to the proposed highway construction as well as future additions of lanes, bridges and other alterations, changes, or extensions of the highway appurtenances.

23. 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:

ASSISTANT Secretary

WESTERN MARYLAND RAILWAY COMPANY

By

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 21st day of June, 1965.

Special Attorney

STATE OF MARYLAND)
CITY OF BALTIMORE(ss:

I HEREBY CERTIFY that on this 18th day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared W. Arthur Grotz, President of WESTERN MARYLAND RAILWAY COMPANY, and acknowledged the aforegoing agreement to be the corporate act and deed of the said Western Maryland Railway Company

AS WITNESS my hand and Notarial Seal.

Dorothea H. Whittington
Notary Public

My Commission Expires:

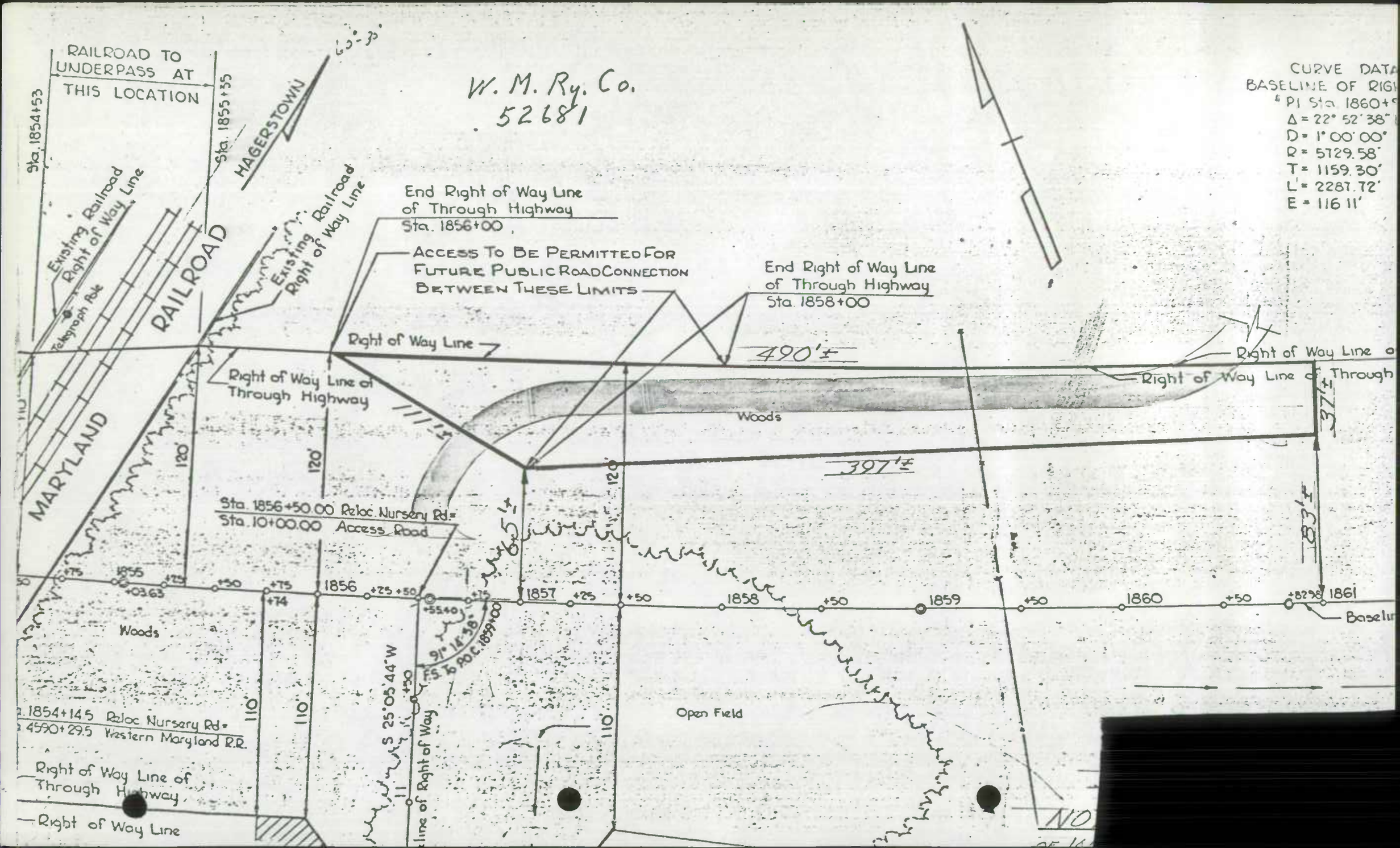
July 1, 1965

STATE OF MARYLAND)
CITY OF BALTIMORE(ss:

I HEREBY CERTIFY that on this 13th day of July, 1965, 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.

Harry G. Fields
Notary Public


RAILROAD TO UNDERPASS AT THIS LOCATION
W. M. Ry. Co.
52681
CURVE DATA
BASELINE OF RIGH
PI Sta. 1860+
Δ = 22° 52' 38"
D = 1° 00' 00"
R = 5729.58'
T = 1159.30'
L = 2287.72'
E = 116.11'
Sta. 1854+53
Sta. 1855+55
HAGERSTOWN
Existing Railroad Right of Way Line
Telegraph Pole
RAILROAD
MARYLAND
End Right of Way Line of Through Highway Sta. 1856+00
ACCESS TO BE PERMITTED FOR FUTURE PUBLIC ROAD CONNECTION BETWEEN THESE LIMITS
End Right of Way Line of Through Highway Sta. 1858+00
Right of Way Line
490'±
Right of Way Line of Through Highway
Woods
397'±
Sta. 1856+50.00 Reloc. Nursery Rd.
Sta. 10+00.00 Access Road
1855
1856
1857
1858
1859
1860
1861
Baseline
Open Field
S 25°05'44" W
F.S. to P.O.C. 1859+00
91° 14' 38"
Sta. 1854+14.5 Reloc. Nursery Rd.
Sta. 4590+29.5 Western Maryland R.R.
Right of Way Line of Through Highway
Right of Way Line

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 27, 1966

* * *

Md US 40
MD 144-B
CS 21-8

The Commission approved and Chairman and Director Funk executed for and on its behalf, duplicate copies of agreement dated April 27, 1966, by and between the State Roads Commission of Maryland, therein referred to as "Commission," party of the first part, and Washington County, Maryland, therein referred to as "County," party of the second part, concerning transfer by the Commission to the County for maintenance purposes as part of the County Highway System, of Md. Route 144-B from Pectonville Road (County 50) to road end, beyond Park Head Road (County 55), a distance of 0.77 mile, subject to the conditions more fully set forth therein.

Said agreement had been executed previously on behalf of Washington County by the President of the County Commissioners and recommended for approval by the County Roads Supervisor; and approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

Copy: Mr. A. S. Gordon
Mr. D. H. Fisher (2)
Mr. W. E. Woodford, Jr.
Mr. W. J. Addison
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (2)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. J. E. Gerick
Mr. R. M. Thompson
Mr. Charles Lee
Records & Research Section, R/W Div.
County Commrs. of Washington County (3)
Secretary's File
SRC-Washington County

THIS AGREEMENT made this 27th day of April, 1966 by and between the State Roads Commission of Maryland hereinafter referred to as "Commission", party of the first part, and Washington County Maryland, hereinafter referred to as "County", party of the second part, Witnesseth:

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

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

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

Md. Route 144-B - From Pectonville Rd. (Co. 50) to road end beyond Park Head Rd. (Co. 55) for a distance of 0.77 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 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, 1966.
3. The basis for the allocation of funds will include the additional County mileage in the allocation to the County beginning July 1, 1967.

4. The transfer of said Road is made on an "As-Is-Basis" which pertains to the existing rights of way and to the existing condition of the Road involved, including all appurtenances and bridge structures.

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

STATE ROADS COMMISSION OF MARYLAND

By _____
Chairman and Director of Highways

ATTEST:

_____
Secretary

Approved as to form and legal sufficiency this 15 day of March, 1966.

APPROVED:

_____
Chief Engineer

_____
Special Attorney

COUNTY COMMISSIONERS FOR WASHINGTON COUNTY

_____
President

ATTEST:

_____
Clerk

Approved as to form and legal sufficiency this 1 day of April, 1966.

RECOMMENDED FOR APPROVAL:

_____
County ~~Engineer~~
Roads Supervisor

_____
Counsel to County Commissioners of Washington County

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, APRIL 26, 1965
* * *

Chairman and Director Funk executed duplicate copies of agreement dated March 22, 1965, by and between The Pennsylvania Railroad Company, party of the first part, therein called "Railroad," and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein called "Commission," wherein the parties thereto agree as to their respective aims and obligations in connection with the elimination of grade crossings at existing Nursery Road and Piper Lane by the construction of connecting roads and a grade separation structure just south of Hagerstown, Washington County, which will carry Relocated Nursery Road over the Railroad's Winchester secondary track at approximate Railroad Valuation Station 4003+94, as more fully set forth in the agreement.

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Washington County
Contract W-513-1-620

Contract: W 476-1-620
Relocation of U. S. Route 11
Westernport By-Pass
Re: Pennsylvania Railroad Company

March 17, 1965

TO: Mr. Sidney J. Ward

FROM: Carroll T. Richardson

You will find attached one copy of an engineering agreement between the Pennsylvania Railroad and the State Roads Commission in connection with the construction of the above captioned contract.

This agreement is identical in all respects to an agreement previously executed except for the elimination of the "Penndel Company". The Penndel Company was made a part of the original agreement in error.

Would you please destroy any copies of the original agreement which may now be in your possession.

Agreement dated June 10, 1964

C. T. Richardson

C. T. Richardson

CTR:se

cc: Mr. L. C. Moser
Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby
Mr. H. G. Downs
Mr. M. D. Philpot
Mr. A. L. Grubb
Mr. H. P. Jones
Mr. W. B. Duckett
Mr. G. N. Lewis, Jr.
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. C. S. Linville

Attachment

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, MARCH 1, 1965
* * *

Inasmuch as the Railroad has requested execution of an amended agreement which is in all respects identical with a previously executed agreement, except for the elimination of the Penndel Company, the Commission rescinded its action of September 9, 1964 with respect to the said agreement dated June 10, 1964 with the Penndel Company and The Pennsylvania Railroad Company and, in lieu thereof, approved, and Chairman and Director Funk executed on its behalf triplicate copies of agreement dated June 10, 1964, by and between The Pennsylvania Railroad Company, party of the first part, therein sometimes called "Railroad," and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein sometimes called "Commission," wherein the parties thereto agree as to their respective aims and obligations in connection with the construction of a proposed highway bridge for the northbound lane and a future highway bridge for the southbound lane to carry combined Md. Routes 63 and 68 over the Winchester Secondary Track of the Railroad, in the vicinity of its Williamsport Station in Washington County, Maryland (Contract W-476-1-620;FAP#S-SG-9114(1).

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

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. H. P. Jones
Mr. L. C. Moser (3)
Mr. W. B. Duckett (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. E. K. Lloyd
Mr. C. S. Linville
Secretary's File
SRC-Washington County
Contract W-476-1-620;FAP#S-SG-9114(1)

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, FEBRUARY 23, 1965

* * *

Chairman and Director Funk executed duplicate copies of agreement dated January 14, 1965, by and between The Pennsylvania Railroad Company, party of the first part, therein called the "Railroad," and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein called the "Commission," wherein the parties thereto agree as to their respective aims and obligations in connection with the construction of dual highway bridges to carry Interstate Route 70 over the Railroad's property at Highway Station 1898+99.52 (Railroad Valuation Station 4082+15.5±), near U. S. Route 11, Halfway, Washington County, Maryland (Contract W-463-39-642;FAP#IG-70-1(37)27).

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

Copy: Mr. D. H. Fisher
Mr. A. L. Grubb (2)
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. F. P. Scrivener
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. W. J. Addison
Mr. H. P. Jones
Mr. W. B. Duckett (2)
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Washington County
Contract W-463-39-642;
FAP#IG-70-1(37)27

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, FEBRUARY 1, 1965
* * *

Chairman and Director Funk executed triplicate copies of agreement dated February 1, 1965, by and between the Washington County 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 and on behalf of the State of Maryland, therein called "Commission," party of the second part, wherein the parties thereto agree as to their respective aims and obligations in connection with the construction of dual highway bridges to carry Interstate Route 70 over the Railroad's Washington County Branch at Highway Station 2050+61.40 (Railroad Valuation Station 1118+35), near Funkstown, Washington County, Maryland (Contract W-463-42-623;FAP#IG-70-1(43)30).

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. H. P. Jones
Mr. W. B. Duckett (2)
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File
SRC-Washington County
Contract W-463-42-623;
FAP#IG-70-1(43)30

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, FEBRUARY 1, 1965
* * *

Chairman and Director Funk executed triplicate copies of agreement dated January 21, 1965, by and between the Maryland State Roads Commission, acting for and on behalf of the State of Maryland, therein called "Commission," and the County Commissioners of Washington County, Maryland, therein called "County," wherein the parties thereto agree as to their respective obligations and responsibilities relating to construction of relocated Hopewell Road beyond the limits of Federal Interstate Fund participation as part of Contract W-463-9-623, Interstate Route 70--Conococheague Creek to U. S. Route 11.

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

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. W. J. Addison
Mr. C. S. Linville
Mr. J. D. Bushby (2)
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. F. P. Scrivener
Mr. W. B. Duckett (2)
Mr. G. W. Cassell
Mr. H. P. Jones
Mr. L. C. Moser (2)
Mr. E. K. Lloyd
County Commissioners of Washington Co.(3)
Secretary's File
Contract W-463-9-623
SRC-Washington County

Secretary's File

No. 42226

THIS AGREEMENT made this 21st day of January, 1965 by and between the Maryland State Roads Commission, acting for and on behalf of the State of Maryland, hereinafter called "Commission" and the County Commissioners of Washington County, acting for and on behalf of Washington County of the State of Maryland hereinafter called "County".

WHEREAS the Commission proposes to construct Interstate Route 70, an Interstate East-West Expressway, in Washington County, Maryland in accordance with Contract W-463-9-623 (Conococheague Creek to U. S. Rte. 11), and

WHEREAS a relocation of Hopewell Road will be required as a result of the construction of Interstate Route 70, and

WHEREAS the County has requested the Commission to include in the construction contract the extension of Relocated Hopewell Road for a distance of 0.14 mile beyond the Limit of Federal Interstate Fund Participation, and

WHEREAS the parties hereto are desirous of entering into this agreement for the purpose of stating their respective obligations and responsibilities relative to the construction of Relocated Hopewell Road beyond the Limits of Federal Interstate Fund Participation.

NOW THEREFORE THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar ($1.00) each to the other paid, the receipt of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. The construction of Relocated Hopewell Road from Station 2+50 to Station 9+90 (Limit of Federal Interstate Fund Participation) and the construction of a double 8.3' x 5.5' reinforced concrete box culvert at Station 9+50 to carry Semple Run under Relocated Hopewell Road, shall be included in the over-all construction contract W-463-9-623 (Conococheague Creek to U. S. Route 11).

2. That the normal transverse section for Relocated Hopewell Road will be a 20' pavement with 10' graded, earth shoulders as indicated by the typical sections of improvement in the plans.

3. All preliminary work, excavation, drainage, paving, structures, shoulders, landscaping, rights of way, easements or other items incidental to and necessitated by the construction of Relocated Hopewell Road shall be considered as items entering into the cost of construction of the extension of Relocated Hopewell Road. Proposal items of work shall be measured as accepted in place and the County shall reimburse the Commission at the contract unit prices applicable.

4. Should the construction of Relocated Hopewell Road entail "Extra Work" on items for which no contract prices are bid, the County shall reimburse the Commission for all such "Extra Work".

5. Detail plans and specifications for the project shall be prepared by the Commission being identified as Commission Contract Number W-463-9-623. Said plans and specifications and subsequent changes therein shall be subject to the approval (in writing) of both parties to this agreement to the extent that their respective interests are affected thereby.

6. The Commission will perform the engineering work at no cost to the County.

7. Upon completion of the work and on the date of acceptance by the Commission, the County shall assume all maintenance and control of Relocated Hopewell Road. It is further understood and agreed that the County shall be responsible for any and all water damage directly or indirectly related to the double 8.3' x 5.5' reinforced concrete box culvert that carries Semple Run under Relocated Hopewell Road.

8. All work shall be in conformity with Commission specifications and standards of design and inspection.

9. It is further agreed that all rights of way necessary for the extension and construction of Relocated Hopewell Road will be acquired in conformity with the Commission's standard procedure and the County will abide by the Commission's approval of options, Board of Property Review Awards, or Condemnation Awards. If for any reason the Commission is unable to acquire such rights of way, the County agrees to acquire same.

10. The County agrees to reimburse the Commission for any and all costs involved in the construction of Relocated Hopewell Road as stipulated in this agreement including but not limited to right of way costs, etc., charged in conformity with State Roads Commission procedure. The total estimated cost is $32,750 dollars, which sum is to be paid by the County to the Commission within 30 days after the award of the contract by the Commission.

In the event the County fails to reimburse the Commission as agreed upon, the Commission is hereby authorized to deduct and withhold from future gasoline revenues due the County a sufficient amount to fully pay the cost of the said extension of Relocated Hopewell Road.

11. Subsequent to final payment to the Contractor, the Commission will render an accounting to the County of the total cost of the extension of Relocated Hopewell Road 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.

12. This agreement shall inure to the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

STATE ROADS COMMISSION OF MARYLAND

Attest:

Secretary

BY
Chairman and Director of Highways
for the State of Maryland

Approved:

Chief Engineer

Approved as to form and legal sufficiency this 23 day of Dec., 1964.

Special Attorney

THE COUNTY COMMISSIONER FOR
WASHINGTON COUNTY - MARYLAND,
a municipal corporation

Attest:

(Title)
Clerk, Washington County Commissioners

BY
President

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, NOVEMBER 16, 1964

* * *

Chairman and Director Funk executed for and on behalf of the Commission duplicate copies of agreement dated November 16, 1964, by and between the Norfolk and Western Railway Company, party of the first part, therein called the "Railway," and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein called the "Commission," wherein the Railway, insofar as it has a legal right and its present title permits, and subject to the terms, limitations and agreements set forth therein, grants to the Commission easements over and across the right of way and tracks of the Railway in connection with construction of dual highway bridges, in Washington County, at Highway Station 1997+61.29 and at the Railway's Valuation Station 12436+99.5, to carry Interstate Route No. 70 over the tracks and property of the Railway.

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. F. P. Scrivener
Mr. H. G. Downs (4)
Mr. G. N. Lewis, Jr. (8)
Mr. M. D. Philpot (2)
Mr. H. P. Jones
Mr. E. K. Lloyd
Mr. W. B. Duckett (2)
Mr. L. C. Moser (2)
Mr. G. W. Cassell
Mr. C. S. Linville
Secretary's File
Contract W-463-30-642;FAP#IG-70(41)29
SRC-Washington County

THIS AGREEMENT, executed in duplicate, made and entered into this 16th day of November, 1964, by and between NORFOLK AND WESTERN RAILWAY COMPANY, party of the first part, hereinafter called the "RAILWAY," the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, party of the second part, hereinafter called the "COMMISSION", WITNESSETH:

WHEREAS, the Commission proposes to continue the construction of Interstate 70 Expressway which is an East to West Highway; and

WHEREAS, said Interstate 70 Expressway as planned will cross over the tracks of the Railway and the property of the Railway by means of dual highway bridges at Highway Station 1997+61.29 and at Railway's Valuation Station 12436+99.5, the improvement herein referred to being called the "Project"; and

WHEREAS, the proposed Project involves new bridges across the Railway whereby no existing grade crossings will be eliminated as a result of the proposed construction; and

WHEREAS, the parties hereto understand that funds have been or will be authorized and allocated by the United States Bureau of Public Roads, hereinafter called "Bureau of Public Roads," pursuant to certain recent highway acts for such improvement, and the parties hereto being willing to cooperate with each other in accomplishing the Project, it being understood that pertinent laws and regulations pertaining thereto must be observed and complied with by the parties hereto, this agreement is made for the purpose of stating the terms and conditions under which the aforesaid Project is to be made.

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:

1. The Railroad, insofar as it has a legal right and its present title permits, has granted and by these presents does grant without charge

subject to the terms, limitations, covenants, and agreements hereinafter set forth unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, easements over and across the right of way and tracks of the Railway as indicated on Commission's Right of Way Plat No. 30561, including easements for the construction and maintenance of the piers supporting said dual overhead bridges, as well as easements for slopes from the fill for the approaches to said bridges. Reserving, however, unto the Railway the right to install additional tracks and other facilities upon its right of way and otherwise make use of its land in which the said easements are granted, provided that such use by the Railway shall not unreasonably interfere with the maintenance and use by the Commission of said land for the purpose herein described.

2. Detailed Plans and Specifications for the Project shall be prepared by the Commission, or Consultants hired by the Commission, provided that said Plans and Specifications shall be subject to the approval (in writing) of the parties hereto, to the extent that their respective interests are affected thereby. Said Plans and Specifications when so approved shall become a part of this Agreement by reference.

3. All work in accordance with the Plans and Specifications for said Project shall be performed by the Commission, at its sole cost and expense, the Railway reserving the right to perform or cause to be performed such temporary or permanent alterations of tracks, drainage ditches, equipment, fixtures, signals, signal posts, telephone, telegraph and other wires and lines, power transmission line or lines, conduits for pipes, devices, accessories and all Railway appurtenances and facilities of whatever kind, nature or description, only insofar as the same are made necessary by construction of said Project. Railway's work may be performed by its own forces on a force account basis or by contract (awarded by the Railway, subject to the approval of the Commission), or by a combination of both, the Commission agreeing to reimburse the Railway as provided in Section 13 hereof.

4. It is agreed by the parties hereto that, in the construction of said Project, all necessary falsework, bracing or forms on Railway's property and any other temporary construction and clearances affecting the

Railway, the following minimum temporary construction clearances will be observed:

(a) Horizontal - 8.0 feet measured at right angles from the center line of the nearest track.

(b) Vertical - 21.0 feet above top of highest rail of the railway tracks, unless the Commission shall notify the Railway's Chief Engineer, Roanoke Virginia, who shall arrange as promptly as practicable to furnish and install at the sole cost and expense of the Commission, temporary tell-tale bridge warnings, and shall arrange to remove same after work has been completed, but in no event will vertical clearances of less than 21.0 feet be permitted until after the tell-tale bridge warnings have been installed, such vertical clearances not to interrupt the passage of trains in any manner.

5. Each party hereto shall, in carrying out its work on the Project, provide the necessary engineering and inspection for its respective part of the work and the Commission shall reimburse the Railway for its expense in connection therewith as provided in Section 13 hereof. However, the Commission shall have general charge of the engineering and inspection on the Project.

6. Any watchmen or flagmen necessary during the construction period of said project, to protect or safeguard Railway's traffic, shall be provided by the Railway, and the Chief Engineer of the Railway or his authorized representative shall be the sole judge of when such railway protection is deemed necessary. The commission shall reimburse the Railway for any protective services furnished by it, in accordance with Section 13 hereof. The Commission shall provide all necessary watchmen and flagmen to protect highway traffic. It is agreed, however, that the providing of such watchmen, etc. by the Railway and other precautionary measures taken by the Railway, or the Commission as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors or their insurers from liability for damages arising in connection with their operations.

7. All work herein provided to be done by the Commission on the Railway's property shall be done in a manner satisfactory to the Chief

Engineer of the Railway, or his authorized representative, and shall be performed at such times and in such a manner so as not to interfere with the movement of trains or traffic upon the tracks of the Railway. The Commission agrees to require the Contractors to use all reasonable care and precaution in order to avoid accidents, damage or delay to or interference with the Railway's trains or other property.

8. The 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 Railway's land, all machinery, surplus material, rubbish, or temporary buildings and other property of such Contractors and to leave the said lands in a condition satisfactory to the Chief Engineer of the Railway, or his authorized representative.

9. That prior to commencing any work under the improvement, the Contractor will take out the following kinds and amounts of insurance and carry same until all work required to be performed has been completed and accepted:

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations and evidence of such insurance satisfactory to the Commission and to the Railway shall be furnished by the Contractor.

In addition to other forms or bonds required under the terms of the contract and/or specifications, the Contractor shall obtain, furnish, and keep in force insurance policies as follows:

(A) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE - Limits not less than $200,000/$500,000 for Bodily Injury and $100,000/$300,000 for Property Damage.

(B) CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE -

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

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

This Policy naming the subject Railway as "The Insured" to comply with the Standard Uniform Policy for Railroad Protective Liability and Property damage Insurance developed and adopted in 1958 by the A. A. S. H. O. - A. A. R. Limits in the following amounts:

(a) Bodily Injury Liability $200,000/$500,000

(b) Property Damage Liability $100,000/$300,000

The original of policy (C) must be furnished to and approved by the Railway. For (A) and (B), Certificates are to be furnished to the Commission's Engineer; and to the Railway on request. In all instances, the Contractor must furnish evidence to the Commission's Engineer and Railway that the insurance has been purchased and is in force until the contract is completed and accepted. Contractor will not be permitted on Railway property until insurance policy (s) have been approved. Policies, certificates, notices of cancellation or changes, etc., are to be sent by the Contractor direct to the Engineering Officers of the Railway and the Commission. Contractor and his insurance representative must reconcile all policy requirements to the satisfaction of the Railway and the Commission's Engineer.

For Contractor's insurance broker's information, it is estimated that 85% of the value of the subject contract will be performed within 50 feet of the rails of the Railway's track.

10. Upon completion of said Project, the Railway shall, at its own cost and expense, repair and maintain its roadbed, tracks, and other appurtenant Railway facilities. The Commission shall, at its own cost and expense, repair, maintain and renew the overhead structures, highway approaches and appurtenances.

11. In the event the said bridge structures and other highway facilities are damaged due to Railway derailment, accidents or collisions on the Railway, the Commission will make the repairs necessary to restore the same substantially to their former condition and the Railway agrees to reimburse the Commission for the actual cost of such repairs, provided that collision walls, to be included in the said Plans and Specifications referred to in Section 2 above, have been constructed. In the event, however,

the said bridge structures and other highway facilities are damaged by reason of collision or accident arising out of the use of said highway, the Commission will make, or cause to be made, the repairs necessary to restore the same to their former condition without charge to the Railway.

12. The Commission agrees to permit the Railway without any charge to the Railway for said privilege, the right to attach at the expense of the Railway, to said bridge structures and approaches at any time after their completion, signals, signal posts, telegraph, telephone, and other wires and devices of whatsoever kind, nature and description now used or hereafter to be used in the operation of the Railway, provided they do not extend above the elevation of the bridge deck, subject to the approval of the Chief Engineer of the Commission.

13. (a) The Commission will reimburse the Railway for all costs and expenses for work and services performed hereunder by the Railway growing out of or in connection with the Project covered hereby in accordance with Federal rules and regulations set forth in the Bureau of Public Roads Policy and Procedure Memorandum No. 30-3, dated August 15, 1955, entitled "Reimbursement for Railroad Work", and amendments thereto, and Policy and Procedure Memorandum No. 30-4, dated December 31, 1957, entitled "Reimbursement for Utility Work", and amendments thereto.

(b) The Commission shall reimburse the Railway monthly for the actual cost of pertinent work performed by the Railway, such as;

(1) Salaries and wages (Actual work time of scheduled classifications)

(2) Payroll benefits - 25% x Item (1)

(3) Cost of materials supplied by parties

(4) Material handling charge - 5% x Item (3)

(5) Expenses

(6) Equipment and vehicle usage

(7) All other direct costs

Representatives of the State Roads Commission and the Railway will meet to decide scheduled classifications mentioned in Item (1) above. The claims of the Railway for reimbursement from the Commission for the work performed by the Railway during any month shall be filed with the Commission not later than the twenty-fifth day of the succeeding month, and shall be paid by the Commission within thirty (30) days thereafter.

14. 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 respective officers thereunto duly authorized the day and year first above written.

NORFOLK AND WESTERN RAILWAY COMPANY

Attest:

By _____
Senior Vice President ~~H. C. WYATT~~

_____
Secretary W. H. OGDEN

STATE ROADS COMMISSION OF MARYLAND

Attest:

By _____
Chairman-Director

_____
Secretary

Approved

_____
Chief Engineer - State Roads Commission

Approved as to form and legal sufficiency this 28th day of October, 1964.

STATE OF VIRGINIA)
) to-wit:
CITY OF ROANOKE)

I, Loretta Duncan, a Notary Public in and for the State and City aforesaid, do certify that H. C. Wyatt and W. H. Ogden, whose names as Senior Vice President and Secretary, respectively of Norfolk and Western Railway Company, are signed to the foregoing writing bearing date on the _____ day of _____, 1964, have each this day personally appeared before me in my State and City aforesaid and acknowledged the same.

Given under my hand and official seal this 9th day of October, 1964.

Loretta Duncan
Notary Public

My Commission expires: January 10, 1965

STATE OF MARYLAND)
) to-wit:
CITY OF BALTIMORE)

On this the 16th day of November, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John B Funk, Chairman-Director of the State Roads Commission of the State of Maryland, known to me to be the person whose name is subscribed above and acknowledged that he executed the same for the State Roads Commission of the State of Maryland, acting for the State of Maryland.

In witness whereof, I hereunto set my hand and notarial seal.

Nancy O. Hooks
Notary Public

My Commission Expires: May 3, 1965.

Mr Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, SEPTEMBER 28, 1964
* * *

Chairman and Director Funk executed triplicate copies of agreement dated September 28, 1964, by and between the Western Maryland Railway Company, party of the first part, therein sometimes called "Railway," the County Commissioners of Washington County, Maryland, acting for and in behalf of Washington County, party of the second part, therein sometimes called "County," and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the third part, therein sometimes called "Commission," pertaining to construction by the Commission of Interstate Route 70 in Washington County (Contract W-463-36-623;FAP#IG-70-1(26)25), which will cross the tracks and property of the Railway by means of dual highway bridges and roadway approaches at Highway Station 1834+91.46 and Railway Valuation Station 4632+35, and will require relocation of the County's existing Hopewell Road grade crossing, including installation of automatic flashing light protection and construction of a new 20-foot wide paved crossing at Railway Valuation Station 4627+08, wherein the Railway grants the Commission the right to construct, maintain and renew dual overhead bridges with roadway approaches and drainage on Interstate 70, and grants to Washington County the right to construct, maintain and renew their grade crossing on condition that the existing Hopewell Road crossing is closed, all work in this connection to be performed at the expense of the Commission, as a Federal aid project, subject to the terms, covenants and limitations more fully set forth in the agreement.

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

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. F. P. Scrivener
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. G. N. Lewis, Jr. (8)
Mr. H. P. Jones
Mr. E. K. Lloyd
Mr. W. B. Duckett (2)
Mr. L. C. Moser (2)
Mr. G. W. Cassell
Mr. C. S. Linville
Washington County Commissioners (3)
Secretary's File
SRC-Washington County
Contract W-463-36-623;FAP#IG-70-1 (26)25

400

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

See revised minutes March 1, 1965

The Commission approved and Chairman and Director Funk executed for and on its behalf agreement, in triplicate, dated June 10, 1964, by and between the Penndel Company, a body corporate, and The Pennsylvania Railroad Company, operating lessee of the railroad and of the Penndel Company, parties of the first part, therein sometimes called "Railroad", and the State Roads Commission of Maryland, acting for the State of Maryland, party of the second part, therein sometimes called "Commission", wherein the Railroad grants unto the Commission, insofar as it has the legal right and its present title permits, and subject to the terms, limitations and agreements therein set forth, the right, liberty and privilege of constructing, establishing, maintaining and renewing the proposed highway bridge for the northbound lane, and future highway bridge for the southbound lane, eliminating existing Maryland Route 68 grade crossing of the Winchester Secondary Track of Railroad approximately 0.75 mile north of Railroad's Williamsport Station in Washington County, Maryland, and ultimately eliminating the Maryland Route No. 63 grade crossing, said Project to be paid for by the Commission and Railroad as set forth in Sections 16 and 17 of said agreement, and identified as Commission's Contract No. W-476-1-620;FAP#S-SG-9114(1).

Said agreement had been executed previously by the parties of the first part, approved for execution by Chief Engineer Fisher and as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. F. P. Scrivener (3)
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. H. P. Jones
Mr. E. K. Lloyd
Mr. W. B. Duckett (2)
Mr. L. C. Moser (3)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Secretary's File
SRC-Washington County
Contract W-476-1-620;FAP#S-SG-9114(1)

108

THIS AGREEMENT, executed in triplicate, made and entered into this 10TH day of JUNE, 1964, by and between the PENNDEL COMPANY, a body corporate, and THE PENNSYLVANIA RAILROAD COMPANY, operating lessee of the railroad of the ~~PENNDEL COMPANY,~~ parties of the first part, hereinafter sometimes called "Railroad", and the STATE ROADS COMMISSION OF MARYLAND, acting for the State of Maryland, party of the second part, hereinafter sometimes called "Commission", witnesseth:

WHEREAS, Maryland Route No. 68 now crosses the Winchester Secondary Track of Railroad at grade approximately 0.75 miles north of Railroad's Williamsport Station in Washington County, Maryland, and

WHEREAS, the Commission at this time proposes to eliminate said Maryland Route No. 68 grade crossing and under proposed planning to ultimately eliminate the Maryland Route No. 63 grade crossing by the construction of grade separation structures which will carry the combined Maryland Routes Nos. 63 and 68 over the said Winchester Secondary Track of the Railroad, the aforesaid work being sometimes referred to as the "Project", and

WHEREAS, the Project, as planned, will be designed as a dual highway, it is proposed to construct the northbound lane at this time, and the southbound lane at some future date, and

WHEREAS, the parties understand that funds will be authorized and allocated by the Bureau of Public Roads, pursuant to certain Federal Highway acts, for said Projects which will be constructed to Federal and Commission's standards as a Federal-Aid Project, and

WHEREAS, the Railroad will benefit from the improvement by the elimination of existing Maryland Route No. 68 and the ultimate Maryland Route No. 63 grade crossings, the Railroad is required to share in the cost of the Project in accordance with Maryland law and Federal regulations, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed Project and to enter into an agreement to state more fully their respective aims and obligations connected therewith:

NOW, THEREFORE, this agreement witnesseth that for and in 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. The Railroad does hereby grant unto the Commission insofar as it has the legal right and its present title permits and subject to the terms, limitations and agreements hereinafter set forth, the right, liberty and privilege of constructing, establishing, maintaining and renewing the proposed highway bridge for the northbound lane, and future highway bridge for the southbound lane as hereinbefore described, on and over normal operating property of the Railroad, as of the date of this agreement, said Project to be paid for by the Commission and Railroad as set forth in Sections 16 and 17 hereof.

2. Detailed plans and specifications for the Project shall be prepared by the Commission, and identified as Commission's Contract Number W 476-1-620. Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of all parties to this agreement, to the extent that their respective interests are affected thereby. In addition, and where necessary, said plans and specifications shall be subject to Federal approval.

3. Railroad, insofar as it has the right so to do, hereby grants to the Commission, without monetary consideration, necessary easements for proposed highway bridge to be constructed for the northbound lane and future highway bridge proposed for the southbound lane of ultimate dual highway, on or over the operating right of way of the Railroad as shown on Commission's Plat No. 29831, print of which is attached hereto and made a part hereof. The Commission shall at its own cost and expense acquire from the Railroad any property required for the Project and owned by the Railroad, outside the operating right of way of the Railroad.

4. All work in accordance with the plans and specifications for said Project shall be performed by the Commission, the Railroad reserving the right to perform or cause to be performed such temporary or permanent alterations of pole lines, tracks, and all Railroad appurtenances and facilities of whatever kind, nature or description only insofar as same is made necessary by construction of said Project. Railroad's work may be performed by its own forces on a force account basis or by contract (awarded by the Railroad, subject to approval of the Commission), or by a combination of both, and the Commission shall reimburse the Railroad as provided in Section 17 hereof.

5. It is agreed that in the construction of said Project, all necessary falsework, bracing or forms on Railroad property and any other temporary construction and clearances affecting the Railroad, shall be subject to the approval of the Chief Engineer of the Railroad, or his authorized representative, and the Public Service Commission of Maryland.

6. Each party shall provide the necessary engineering and inspection for its respective part of the work and the Commission shall reimburse the Railroad therefor as provided in Section 17 herein. However, the Commission shall have general charge of the engineering on the Project, but the Commission shall, subject to the provisions hereof, reimburse the Railroad for preliminary engineering performed by Railroad both before and after date of Program approval by Bureau of Public Roads and for such inspection and engineering cost by its Area Engineer, or his duly authorized representatives, which the Railroad feels essential to properly safeguard its interest during the construction of the bridges.

7. Any watchmen, flagmen and other protection or devices necessary to protect or safeguard Railroad's traffic, during the construction period of said Project, shall be provided by the Railroad, and the Chief Engineer of the Railroad or his authorized representative shall be the sole judge as to the need for such Railroad protection. The Commission shall reimburse the Railroad for Railroad protective services in accordance with Section 17 hereof. It is agreed, however, that the providing of such watchmen, etc., by the Railroad and other precautionary measures taken either by the Railroad or the Commission, as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors from liability for damage arising in connection with their operations.

8. All work herein provided to be done by the Commission on Railroad's 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 Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damages or delay to or interference with Railroad's trains or other property. The Railroad shall allow to Commission's Contractor the right to reasonable use of Railroad property within the construction limits of the Project as described in Section 3 and shown on Commission's Plat No. 29831. Any use of Railroad property outside the construction limits, thus described, shall be by approval of the Railroad and lease to the Commission's Contractor of specific areas designated by the Railroad. Such approval and lease to the Commission's Contractor by the Railroad shall not be unreasonably withheld.

9. No open drainage holes shall be constructed in the bridges over the Railroad tracks and roadbed, transmission line or lines, trolley or other wires and structures which will allow water to flow from the bridge on to the Railroad's tracks and roadbed, transmission lines, trolley or other wires and structures; and the State shall install, renew, replace and maintain the drainage structures which are to be subject to the approval of the Chief Engineers of the Commission and the Railroad, or their duly authorized representatives, and no changes or alterations shall be made in the drainage structures to be shown on the detailed plans without the consent of the Railroad provided, however, that if the drainage structures after the completion of the bridges shall prove to be inadequate to protect the above property and facilities of the Railroad from water flowing thereon either directly or indirectly, such changes shall be made at the cost and expense of the Commission in the drainage structures as shall be mutually agreed upon between the parties hereto, to provide proper and sufficient drains and drainage facilities to carry all water from the Railroad's property and facilities. The Commission shall require its contractors to take such reasonable precaution necessary to protect the Railroad's right of way from flooding and/or the accumulation of eroded material from embankments during construction which results from such construction.

10. Before final payment is made, Commission shall require its Contractors 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.

11. Upon completion of the overhead bridge and approaches, the Commission agrees to legally vacate, abandon, close and remove, or cause to be legally vacated, abandoned, closed and removed, and thereafter to barricade the existing grade crossing at Maryland Route 68 so as to prevent its further use by highway or pedestrian traffic.

12. No explosives of any nature or dangerous materials of any kind shall be used during the construction of the project which shall cause a hazard to Railroad's facilities or trains.

13. Before any work on the Project is commenced, the Commission agrees to require its Contractor to procure the following kinds and amounts of insurance and keep same in full force and effect until all work required for the construction of the Project has been completed and accepted:

INSURANCE

(A) CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE -

Limits not less than $250,000/500,000 for Bodily Injury and $250,000/500,000 for Property Damage.

(B) CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE -

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

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

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

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

14. (a) Upon completion of the project, the Railroad shall, at its own cost and expense, renew, repair, and maintain its own roadbed and tracks and all other railroad appurtenances which, in its own judgment, are necessary. Upon completion of the bridges and approaches thereto, within the limits previously set forth, these facilities will be maintained and repaired by the Commission, but the Railroad must reimburse the Commission in accordance with the Maryland Law in effect at the time such maintenance and repairs occur. Maintenance and repair work will be performed at such times, in such a manner, and on such terms and conditions as shall be satisfactory to the Chief Engineer of the Railroad or his authorized representative. For reimbursement Commission will, within 30 days of completion of the maintenance and repair work, present an invoice to the Railroad which the Railroad shall pay within 30 days of receipt thereof.

(b) In the event the said bridge structures and 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 out of the use of said highway, the Commission shall make or cause to be made the repairs necessary to restore the aforesaid facilities to their former condition, free of cost to the Railroad.

15. Commission agrees to permit the Railroad, without any charge to the Railroad for said privilege, the right to attach at the expense of the Railroad to said bridge structures and approaches at any time after their completion, signals, signal posts, telegraph, telephone and other wires and devices of whatsoever kind, nature and description now used or hereafter to be used in the operations of the Railroad, provided, they do not extend above the elevation of bridge deck, and subject to the reasonable regulations and supervision of the Chief Engineer of the Commission.

16. The Railroad's share of the cost of the Project shall be 10% of 33/44 of the construction cost of the bridges and 10% of the construction cost of the approaches to said bridges. The Railroad's share of the cost of the approaches shall be limited to 1,500 ft. length thereof; 261.25 ft. on the north side and 1238.75 ft. on the south side. By construction cost is meant:

(a) Salaries and wages (Actual work time of scheduled classifications)

(b) Payroll benefits (25% x Item (a)

(c) Cost of materials supplied by parties

(d) Material handling charge (5% x Item (c)

(e) Payments to contractors

(f) Payments to consultants

(g) Expenses

(h) Equipment and vehicle usage

(i) Acquisition of rights of way

(j) All other direct costs

Representatives of the State Roads Commission and the Railroad will meet to decide scheduled classifications mentioned in Item (a) above.

17. The Commission will reimburse the Railroad monthly for 90% of costs and expenses of any labor, material and equipment which may be required by the Railroad on or in connection with temporary and permanent changes to its pole lines, track and roadbed and temporary track supports, Railroad watchmen and flagmen necessary for protective services, as well as engineering and inspection, only insofar as such expenses and services are caused solely by the construction of this Project, and in accordance with Policy and Procedure Memorandum No. 30-3 of the Bureau of Public Roads and amendments thereto. The costs and expenses described in this Section 17 are not to be included in the cost of the project as described in Section 16 of this agreement.

18. The Bureau of Public Roads Policy and Procedure Memorandum No. 21-10 classifies this Project in Classification No. 1 resulting in benefits to the Railroad. The parties signatory to this agreement accept this classification as applicable in this instance. The Railroad's contribution shall be as set forth in Section 16 hereof.

19. Any work not specifically provided for herein shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work.

20. This agreement is contingent upon Federal Aid participation; otherwise, it is null and void.

21. 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

PENNDEL COMPANY

By _____
Vice President

ATTEST:

ASSISTANT TO THE SECRETARY

THE PENNSYLVANIA RAILROAD COMPANY
Operating Lessee of the Railroad of
PENNDEL COMPANY

By _____
GENERAL ~~Regional~~ Manager

ATTEST:

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 26th day of May 1964.

Special Attorney

COMMONWEALTH OF PENNSYLVANIA) ss:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 4th day of August 1964, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared J. B. JONES, Vice President of the PENNDEL COMPANY, and acknowledged the aforegoing Agreement to be the corporate act and deed of the said Penndel Company.

AS WITNESS my hand and Notarial Seal.

Stephen P. Downs
Notary Public
STEPHEN P. DOWNS
NOTARY PUBLIC
Lower Merion Twp., Montgomery Co., Pa.
My Commission Expires July 2, 1965

My Commission Expires

July 2, 1965

STATE ~~OF MARYLAND~~ PENNSYLVANIA) ss:
CITY OF ~~BALTIMORE~~ PHILADELPHIA)

I HEREBY CERTIFY that on this tenth day of June 19 64 before me, the subscriber, a Notary Public of the State of ~~Maryland~~ Pennsylvania, in and for the City of ~~Baltimore~~ Philadelphia, personally appeared G. C. Vaughan, ~~Regional~~ GENERAL Manager, of THE PENNSYLVANIA RAILROAD COMPANY, and acknowledged the aforegoing Agreement to be the corporate act and deed of the said PENNSYLVANIA RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

Harry W Reed
Notary Public
Philadelphia, Philadelphia County, Penna.

My Commission expires

January 7, 1967

STATE OF MARYLAND) ss:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 9th day of September 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared John B Funk Chairman and Director of Highways, for the STATE ROADS COMMISSION OF MARYLAND, and acknowledged the aforegoing Agreement to be the act and deed of the State Roads Commission of the State of Maryland, acting for the State of Maryland.

AS WITNESS my hand and notarial seal.

Harry J. Stark
Notary Public

My Commission Expires

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. J. D. Bushby (2)
Mr. M. M. Brodsky
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. H. C. Bowers
Mr. L. C. Moser

Mr. A. L. Grubb
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File #39088
" "
SRC-Frederick County
SRC-Washington County
Contract W-460-3-620; F-565-5-720

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 27, 1964
* * *

The Commission approved and Chairman and Director Funk executed triplicate copies of agreement dated May 26, 1964, by and between Washington County 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 and in behalf of the State of Maryland, therein called "Commission," party of the second part, pursuant to November 20, 1961 agreement between the parties thereto, which provided for construction of dual overhead bridges to carry Relocated U. S. Route 340 over the Railroad's Washington County Branch at Weverton and divert highway traffic from existing grade crossing. Said agreement of May 26, 1964 pertains to construction of Relocation of U. S. Route 340 from Md. 67 to Mountain Road (Contract W-460-3-620; F-565-5-720, R/W File 51698), which will be located just north and substantially parallel to the Railroad's main line tracks at Weverton, in Washington and Frederick Counties, Maryland, and grants unto the Commission the right, liberty and privilege of constructing, establishing, maintaining and renewing such portions of the highway improvement as will be located on Railroad property, together with the necessary easements, subject to the terms, limitations and conditions more fully set forth therein. The agreement provides also that the 8-inch water main owned by the City of Brunswick within the limits of the above improvements shall be relocated and/or revised in accordance with Commission plans and specifications, maintenance of the water main after completion of the highway project to be in accordance with an agreement to be entered into between The Baltimore and Ohio Railroad Company and the City of Brunswick.

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

Copy: Mr. M. Palmer
Mr. C. A. Gaddison
Mr. L. E. Ascari
Mr. J. O. Rambo (2)
Mr. J. R. Hockley
Mr. M. D. Meeks (4)
Mr. M. T. Chelgot (2)
Mr. H. T. Hawes
Mr. L. C. Stoker
Mr. A. L. Grubb
Mr. O. A. Jacks, Jr. (2)
Mr. C. N. Cassell
Mr. C. E. Ifrah(?)
Mr. E. H. Shaw
Court Law File 1-8000
SPC-Frederick County
SPC-Washington County
Central 1-8020; 1-803-3-120

RECEIPT FROM MINUTES OF MEETING OF THE STATE TOWN COMMISSION
WEDNESDAY, MAY 21, 1984

The Commission approved and Chairman and Director then executed triplicate copies of agreement dated May 21, 1984, by and between Washington County Railroad Company and the Baltimore and Ohio Railroad Company, thereto sometimes called "railroad," parties of the first part, and the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, thereto called "Commission," party of the second part, pursuant to November 20, 1981 agreement between the parties thereto, which provided for construction of dual overhead bridges to carry Maryland Rt. 63, Route 540 over the Railroad's Hagerstown Branch at Wavertown and divert highway traffic from existing grade crossing. Said agreement of May 24, 1984 provides in pertinent part: 1. Relocation of Rt. 63, Route 540 from Rt. 67 to Mountain Road (Contract 1-8020-3-120; 1-8020-3-120, 1-8020-3-120). Work will be located mainly north and substantially parallel to the Railroad's main line tracks at Wavertown, in Washington and Frederick Counties, Maryland, and cause main and connection the right, liaison and privileges of construction, maintenance, and removal such portions of the highway improvements as will be located on Railroad property, together with the necessary easements, subject to the terms, limitations and conditions set forth therein. The agreement provides also that the Hatch work must be passed by the Chief of Engineers within the limits of the above improvements shall be reviewed and/or revised in accordance with Commission plans and specifications, maintenance of the water main after completion of the highway project - to be in accordance with an agreement to be entered into between the Baltimore and Ohio Railroad Company and the City of Hagerstown.

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

THIS AGREEMENT, made and entered into this 26th day of May 1964, by and between WASHINGTON COUNTY 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 and in behalf of the State of Maryland, hereinafter called "Commission", party of the second part, witnesseth:

WHEREAS, Agreement dated November 20, 1961 between the parties hereto provided for the construction of dual overhead bridges to carry Relocated U. S. Route 340 over the Railroad's Washington County Branch and divert highway traffic from existing grade crossing, and

WHEREAS, the Commission now proposes to begin construction on another portion of U. S. Route 340 improvement from Maryland Route 67 toward Mountain Road, which will be located just north and substantially parallel to the Railroad's main line tracks at Weverton, in Washington and Frederick Counties, Maryland, and

WHEREAS, the relocation and improvement of U. S. Route 340 will occupy certain portions of the Railroad's property and require easements from the Railroad to permit the highway improvement as planned, the aforesaid work being sometimes referred to as the "Project", and

WHEREAS, the parties hereto understand that, pursuant to legislation by the Federal Government, funds may be authorized and allocated by the Bureau of Public Roads for said Project, which will be constructed to minimum Federal and Commission standards, possibly as a Federal Aid Project, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed Project and to enter into an agreement to state more fully their respective aims and obligations connected therewith.

NOW, THEREFORE, this agreement witnesseth that for and in 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, does hereby grant unto the Commission, subject to the terms, limitations and agreements hereinafter set forth, the right, liberty and privilege of constructing, establishing, maintaining and renewing such portions of the highway improvement located on property of the Railroad, said Project to be paid for by the Commission and as further provided in Section 12 hereof.

2. Detailed plans and specifications for the Project shall be prepared by the Commission, and identified as Commission's Contract Nos. W 460-3-620 and F 565-5-720. Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of both parties to this agreement, to the extent that their respective interests are affected thereby. In addition, and where necessary, said plans and specifications shall be subject to Federal approval.

3. (a) Railroad shall grant to the Commission, insofar as it has the legal right to do so and its present title permits, at a price to be agreed upon, necessary easements for highway purposes on certain portions of its property to permit construction and maintenance of the Project. The Commission shall furnish plans and descriptions for such easements.

3. (b) The 8" water main owned by the City of Brunswick, within the limits of the improvements herein, which will be required to be relocated and/or revised, shall be so relocated and/or revised in accordance with the State Roads Commission's plans and specifications for this project. Maintenance of the 8" water main, after completion of the highway project, shall be in accordance with an agreement to be entered into between The Baltimore and Ohio Railroad Company and the City of Brunswick, which agreement shall be Railroad's current standard agreement for such occupations, carrying annual rental.

4. All work shall be performed by the Commission in accordance with the plans and specifications for said Project, the Railroad reserving the right to perform or cause to be performed such temporary or permanent alterations of pole lines, tracks, track supports and all Railroad appurtenances and facilities of whatever kind, nature or description only insofar as same is made necessary by construction of said Project. Railroad's work may be performed by its own forces on a force account basis or by contract (awarded by the Railroad, subject to the approval of the Commission), or by a combination of both, and the Commission shall reimburse the Railroad as provided in Section 12 hereof.

5. It is agreed that in the construction of said Project, all necessary falsework, bracing or forms on Railroad property and any other temporary construction and clearances affecting the Railroad, shall be subject to the approval of the Chief Engineer of the Railroad, or his authorized representative, and the Public Service Commission of Maryland.

6. Each party shall provide the necessary engineering and inspection for its respective part of the work in carrying out its work on the Project and the Commission shall reimburse the Railroad therefor as provided in Section 12 herein. However, the Commission shall have general charge of the engineering on the Project.

7. Any watchmen, flagmen and other protection or devices, necessary during the construction period of said Project to protect or safeguard Railroad's traffic, shall be provided by the Railroad, and the Chief Engineer of the Railroad or his authorized representative shall be the sole judge as to the need for such Railroad protection. The Commission shall provide all necessary watchmen and flagmen to protect highway traffic. The Commission shall reimburse the Railroad for Railroad protective services in accordance with Section 12 hereof. It is agreed, however, that the providing of such watchmen, etc., by the Railroad and other precautionary measures taken either by the Railroad or the Commission, as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors from liability for damage arising in connection with their operations.

8. All work herein provided to be done by the Commission on Railroad's 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 Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damages or delay to or interference with Railroad's trains or other property. The Railroad shall allow to Commission's Contractors the right to reasonable use of Railroad property in the vicinity of said work, with his construction equipment used in the performance of the work contemplated hereunder.

9. Commission shall require its contractors, upon completion of the work of such Contractors and before final payment is made, to remove from within the limits of the Railroad's land all machinery, equipment, surplus material, falsework, rubbish or temporary buildings and other property of such Contractors and to leave the said land in a condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

10. Before any work on said Project is commenced, the Commission shall require its Contractor or Contractors, in addition to their construction bonds, to cause to be executed all insurance required by the Special Provisions of the Proposals for the contracts entered into by the Commission for the construction of the said Project and these contracts are hereby incorporated by reference thereto into this agreement and made a part hereof.

11. Upon completion of said Project, the Railroad shall at its own cost and expense, repair and maintain its roadbed and tracks. The Commission shall, at its own cost and expense, repair, renew, and maintain all highway facilities.

12. The Commission will reimburse the Railroad monthly for all costs and expense of any labor, material and equipment which may be required by the Railroad on or in connection with temporary and permanent changes to its pole lines, tracks and roadbed, and temporary track supports, Railroad watchmen and flagmen necessary for protective services, as well as engineering and inspection, only insofar as such expenses and services are caused solely by the construction of this Project, and in accordance with Policy and Procedure Memorandum No. 30-3 of the Bureau of Public Roads and amendments thereto.

13. The work provided for in this agreement shall be commenced by the parties within thirty (30) days from the date on which the Commission notifies the Railroad that this agreement is effective, Federal approval is received for the Project, 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, and the Commission shall insert in its agreement with the highway contractor a provision to that effect.

14. Any work not specifically provided for herein shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work.

15. 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: WASHINGTON COUNTY RAILROAD COMPANY

Secretary By C. E. Jackson
Vice President

ATTEST: THE BALTIMORE AND OHIO RAILROAD COMPANY

Secretary By J. T. Collinson
DEPUTY CHIEF ENGINEER

ATTEST: STATE ROADS COMMISSION OF MARYLAND

Secretary By
Chairman and Director of Highways

APPROVED:

Chief Engineer - State Roads Commission

Approved as to form and legal sufficiency this 7th day of May 1964.

Special Attorney

STATE OF MARYLAND) ss.:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 26th day of May 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared C. E. Jackson, Vice President, of WASHINGTON COUNTY RAILROAD COMPANY, and acknowledged the aforegoing agreement to be the corporate act and deed of the said WASHINGTON COUNTY RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

George J. Foster
Notary Public

My Commission Expires

May 3, 1965

STATE OF MARYLAND) ss.:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 26th day of May 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared J. T. Collinson of THE BALTIMORE AND OHIO RAILROAD COMPANY, and acknowledged the aforegoing agreement to be the corporate act and deed of the said THE BALTIMORE AND OHIO RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

George J. Foster
Notary Public

My Commission expires

May 3, 1965

STATE OF MARYLAND) ss.:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 27th day of May 1964, 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.

Mary A. Starks
Notary Public

My Commission Expires:
MAY 3, 1965

Secretary's File

No. 34955

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, NOVEMBER 26, 1963
* * *

I-81
Potomac River
Bridge

Chairman and Director Funk executed triplicate copies of supplemental agreement dated November 26, 1963, by and between the State Road Commission of West Virginia, a corporation, therein called "Commission," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Roads Commission," which modifies agreement by and between the same parties, dated July 20, 1960, concerning the joint construction of a multi-lane highway bridge on Interstate Route 81 over the Potomac River approximately one mile downstream from Williamsport, Maryland, to connect Washington County, Maryland, with Berkeley County, West Virginia, and which agrees as follows:

"Section 1. COMMISSION will include the driving of the piling for the south abutment of the multi-lane highway approach contract. ROADS COMMISSION will reimburse COMMISSION its proportionate share of such work upon submission of proper invoice by COMMISSION.

Section 2. The division of payment for construction costs and routine maintenance costs between the two states, as set out in Sections 6 and 8 of the basic agreement, is altered to indicate COMMISSION'S responsibility at Twenty-six and seven tenths per cent (26.7%) and ROADS COMMISSION'S responsibility at Seventy-three and three tenths per cent (73.3%).

Section 3. ROADS COMMISSION agrees to assume the responsibility for routine maintenance as set forth in Section 8 of the original agreement."

Said supplemental agreement had previously been approved as to form and legal sufficiency by Special Attorney Nissel and approved by Chief Engineer Fisher, and is to be handled by the latter for execution on the part of the State of West Virginia, following which a fully executed copy is to be returned to this office for the Secretary's file.

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher (2)
Mr. A. L. Grubb (2)
Mr. M. M. Brodsky
Mr. C. A. Goldeisen
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs (4)
Mr. H. C. Bowers
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. J. D. Bushby (2)
State Road Commission of West Virginia
Secretary's File
SRC-Washington County
Contract W-446-18-620;FAP#I-81-1(100)0
Secretary's File #34955

SRC of Md Copy

Contract W-446-18-620
F.A.P. No. I-81-1(100)0

Secretary's File
No. 34955

AGREEMENT

THIS AGREEMENT, executed in duplicate, made and entered into this 20th day of July, 19[illegible], by and between the State Road Commission of West Virginia, by its Commissioner, acting for and on behalf of the State of West 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 contemplate construction of multiple lane highways in West Virginia and Maryland, known as Interstate Route #81, hereinafter called "Project" connecting Washington County, Maryland, with Berkeley County, West Virginia, by means of a multiple lane highway bridge over the Potomac River about one mile downstream from Williamsport, Maryland, and

WHEREAS, Preparation of Plans and Specifications or arranging therefor by the Roads Commission for "Project" is hereby authorized by Commissioner and Roads Commission as a joint project, and when said plans, etc., are approved, will become a part of this agreement by reference. It is understood that construction may be deferred until a later date as mutually agreed upon by the parties hereto, and

WHEREAS, "Project" is a part of the Interstate Highway #81 and Federal Aid Interstate Highway funds are to be used to defray Interstate portion of costs thereof, all in accordance with Federal Regulations, and

WHEREAS, Chapter 17, Article 4, Section 34 of the Code of West Virginia of 1955 and Section 7, Article 89B of the Annotated Code of Maryland, 1957, Edition, authorize the Commissioner and Roads Commission, respectively, to enter into an agreement for the proper construction and maintenance of the 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 the purposes of this Agreement, the boundary line between the State of West Virginia and Maryland is to be considered as Station 110+18, as shown on a plan prepared by Roads Commission and identified as General Plan and Elevation, dated August 11, 1959, Contract W-446-18-620.

SECTION 2. Also for the 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.

SECTION 3. Roads Commission shall prepare, or cause to be prepared, all surveys, plans, specifications and estimates of costs for the new bridge all of which, or any revisions thereof are subject to the approval of the parties hereto.

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 concurrence of Commissioner.

SECTION 5. 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 West Virginia, and shall perform and pay for all costs and expenses of surveys, designs, plans and construction necessary for the West 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. Division of payment of construction costs between the two states shall be based upon the ratio as the estimated cost of that part of the structure in each state bears to the estimated cost of the entire structure. Based upon preliminary cost estimates prepared by Roads Commission, it is hereby agreed that West Virginia is responsible for and shall pay thirty-three (33) per cent of the construction costs and Maryland is responsible for and shall pay sixty-seven (67) per cent of the construction costs.

SECTION 7. As aforesaid, Roads Commission will advertise, receive bids and make award, after concurrence by Commissioner, Roads Commission to furnish Commissioner with copy of all Plans, Specifications, Proposal Forms and other contract documents. Thereafter, Roads Commission will supervise construction of the Bridge Structure and handle and dispose of all details with contractor (s). Nothing herein shall deny Commissioner the right to place inspectors upon work performed in West Virginia and all such work is subject to approval by Commissioner. In case of any changes involving major revisions in plans or awarded cost, then Roads Commission will consult Commissioner, negotiate and arrive at decision mutually agreeable to both States. Roads Commission will pay contractor (s) under its usual current estimate basis, and accordingly submit and render invoices to Commissioner; and such invoices will be submitted at intervals of not less then thirty (30) days nor more than sixty (60) days. Said invoices will be for proper ratio of amounts paid contractor as described in Section 6. Commissioner agrees to reimburse Roads Commission within thirty (30) days of receipt thereof.

For surveys, engineering, overhead, and other proper and justifiable construction costs (excluding approaches) Roads Commission shall invoice Commissioner at proper ratio as described in Section 6, said billing to be at 90 days intervals, and Commissioner agrees to reimburse Roads Commission within thrity (30) days of receipt thereof.

In case of any engineering, overhead, and other proper and justifiable construction costs (excluding approaches) incurred by West Virginia, Commissioner shall invoice Roads Commission on basis of proper ratio of such as described in Section 6, and Roads Commission agrees to reimburse Commissioner within thirty (30) days of receipt thereof.

SECTION 8. Upon completion of the bridge and its acceptance by Commissioner and Roads Commission, "title to said bridge and the approaches thereto shall be vested in the State of Maryland and the State of

West 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 to the bridge, roadway, superstructure and substructure in West Virginia, and the Roads Commission shall bear the costs of major repairs to the bridge, roadway, superstructure and substructure in Maryland. For routine maintenance the division of cost thereof shall be on the basis of the ratio that the length of bridge in each state bears to the total length thereof and based upon the accepted plans for the bridge, responsibility for routine maintenance shall be thirty-three (33) per cent to West Virginia and sixty-seven (67) per cent to Maryland. Promptly upon acceptance of the structure by the two States, a plan for performance of and supervision of routine maintenance shall be discussed at a joint meeting of representatives of Commissioner and Roads Commission. This shall result in recommendation for handling routine maintenance to Commissioner and Roads Commission and after approval thereby shall result in one of the States assuming the total responsibility for such routine work as the selected State may be best suited or adapted by location and dispersal of such State's equipment and personnel. Once selected and approved by Commissioner and Roads Commission, it shall continue in full force and effect until a subsequent possible re-distribution of material, maintenance equipment or maintenance shops location as would justify a change. Irrespective, however, of responsibility of routine maintenance the State performing the work shall be reimbursed by the other State at ratio set forth above. Invoices to be submitted at quarterly intervals and paid within 30 days after receipt thereof.

Commissioner shall perform all work and bear all costs of maintaining

approaches to the bridge in West Virginia. Roads Commission shall perform all work and bear all costs of maintenance on approaches to bridge in Maryland.

SECTION 9. 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 shall 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 10. 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.

STATE ROAD COMMISSION OF WEST VIRGINIA

By P. G. Raney
Commissioner

ATTEST:

Bobby G. Boggs
Executive Secretary

APPROVED:

Cecil H. Underwood
Governor of West Virginia

O. K.
LEGAL
FORM &
CONTENT
GHS

STATE ROADS COMMISSION OF MARYLAND

By
Chairman & Director of Highways

ATTEST:

Secretary

APPROVED:

David H. Thaler
Chief Engineer, State Roads
Commission, Maryland

Approved as to form
and legal sufficiency
July 11, 19 6
Special Asst. Attorney General

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. H. G. Downs
Mr. E. K. Lloyd
Mr. C. S. Linville
Mr. H. C. Bowers
Mr. H. J. Hamilton
Mr. W. B. Duckett
Mr. G. W. Cassell
Mr. E. D. Reilly
Mr. J. D. Bushby (2)
Mr. Charles Lee
Mr. M. D. Philpot
Mr. J. E. Gerick
Records & Research Section, R/W Div.
County Commissioners of Washington Co.
Secretary's File
SRC-Washington County
Mr. A. L. Grubb

WASHINGTON Co.
NURSERY RD

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, MARCH 25, 1963
* * *

The Commission approved the relinquishment by Washington County to the State Roads Commission of certain Federal Aid funds allocated to that county, as provided in Resolution by the Board of County Commissioners of Washington County, adopted March 19, 1963, reading as follows:

"WHEREAS, Washington County has programmed Mercersburg Pike for improvement in its Federal Aid Secondary Road system in the amount of Forty-nine Thousand Five Hundred Dollars ($49,500.00) and now wish to withdraw the project from Federal Aid participation, and

WHEREAS, Washington County has remaining in its Federal Aid Secondary Road system the amount of Fifty-six Thousand Five Hundred Sixty-six Dollars ($56,566.00) for the use on this system by Washington County on or before June 30, 1963, and

WHEREAS, the expenditures of said balance by said County on or before June 30, 1963, would be impractical by reason of unavailability of matching funds, and

WHEREAS, the officials of Washington County are vitally interested in expediting the construction of Nursery Road for the purpose of promoting industrial development in the Hagerstown area, and

WHEREAS, request has been made by the Commission to construct Nursery Road, Constructed under contract W513-1-620 Completed 6-28-66

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF WASHINGTON COUNTY, that funds programmed in fiscal 1962 in the amount of Forty-nine Thousand Five Hundred Dollars ($49,500.00) and the unprogrammed balance for fiscal 1963, in the amount of Fifty-six Thousand Five Hundred Sixty-six Dollars ($56,566.00) and future Secondary Federal Aid funds to be assigned to Washington County for fiscal 1964 in the amount of approximately One Hundred Thousand Dollars ($100,000.00), hereby be released to the State Roads Commission of Maryland for the explicit purpose of the construction of Nursery Road.

APPROVED: March 19, 1963

(sgd) Evan Crossley
President, Board of County Commissioners

(sgd) G. Dennis Thurston
Clerk"

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, MARCH 25, 1963
* * *

The Commission approved the request by the County Commissioners and members of the Legislative Delegation of Washington County in letter dated March 19, 1963, that the following schedule of priorities be substituted for the secondary priority construction program on the State network as submitted in 1960:

Ridge

1. Nursery Road from West Oak/Drive to Hopewell Road, a distance of 2.0 miles

2. Improvement of Md. Routes 63 and 68 as necessitated by the construction of Interstate 81 northwest of Williamsport

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. E. Woodford, Jr.
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. H. G. Downs
Mr. E. K. Lloyd
Mr. G. W. Cassell
Mr. J. D. Bushby (2)
Mr. E. D. Reilly
Mr. Charles Lee
Mr. A. L. Grubb
Mr. M. D. Philpot
Mr. J. E. Gerick
Records & Research Section, R/W Div.
County Commissioners of Washington Co.
Secretary's File
SRC-Washington County
Mr. H. C. Bowers
Mr. H. J. Hamilton

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, MARCH 25, 1963
* * *

The Commission approved the request by the County Commissioners and members of the Legislative Delegation of Washington County in letter of March 19, 1963, that Nursery Road, beginning at West Oak Ridge Drive and terminating at Hopewell Road, a distance of 2.0 miles, be added to the document known as the "Yellow Book," and the further request that the following project be deleted from the"Yellow Book": Md. Route 57 beginning at the Pennsylvania line and extending toward U. S. Route 40, a distance of 2.0 miles.

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. E. Woodford, Jr.
Mr. L. E. McCarl
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. M. M. Brodsky
Mr. H. G. Downs
SRC-Twelve Year Program
Mr. E. K. Lloyd
Mr. E. D. Reilly
Mr. G. W. Cassell
Mr. J. D. Bushby (2)
Mr. Charles Lee
Mr. A. L. Grubb
Mr. M. D. Philpot
Mr. J. E. Gerick
Records & Research Section, R/W Div.
County Commissioners of Washington Co.
Secretary's File
SRC-Washington County
Secretary's File #18964

Mr. Cassell

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

Chairman and Director Funk executed agreement, in duplicate, dated December 19, 1962, by and between The Western Maryland Railway Company, therein called "Railway," 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," wherein the Railway, insofar as it has a legal right and its present title permits, grants, subject to the terms, limitations and agreements therein set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining and renewing the dual overhead bridges, roadway approaches and drainage structures to carry Interstate Route 81 Expressway, also known as the Hagerstown By-pass, over and under the tracks and operating right of way of the Railway at Highway Station 211+09.64 and Railway Valuation Stations 4568+58 and 4565+26, in connection with the Commission's Contracts W-446-9-620 (bridges) and W-446-12-620 (roadway approaches).

Said agreement had previously been executed by the Railway, approved for execution by Chief Engineer Fisher and as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. H. C. Bowers
Mr. W. B. Duckett(2)
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. C. S. Linville
Secretary's File
SRC-Washington County
Contract W-446-9-620
" W-446-12-620

MEMORANDUM OF ACTION OF STATE BOARD CONSIDERING [illegible]
BY-CO [illegible] DISTRICT [illegible]
MONTEREY, OCTOBER 19, 1962

* * *

Chairman and Director [illegible] adjournment, in Monterey, dated December 19, 1962, by and between the Monterey-Salinas Railway Company, [illegible] called "Railway," party of the first part, and the State Lands Commission of Maryland, acting for and in behalf of the State of Maryland, [illegible] called "Commission," wherein the Railway, inter alia, [illegible] rights and its present title [illegible], subject to the terms, limitations and exceptions therein set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining and rebuilding the dual overhead bridges, roadway approaches and drainage structures in Carr-Lanier-State Route 81 Extension, also known as the Monterey-Salinas, over and under its tracks and operating rights of way of the Railway at Highway [illegible] in the Railway Valuation Station [illegible] and [illegible], in accordance with the Commission's contracts [illegible] (Bridges) and [illegible] (roadway approaches).

Said agreement had previously been executed by the Railway, approved for execution by Public Employee Union and is in form and legal sufficiency by Special Attorney O. C. Seymour.

Copy to: [illegible] W. Flynn
[illegible] C. [illegible] Coleman
[illegible] T. [illegible] Scott
[illegible] H. [illegible] Bradley
[illegible] I. [illegible] Bailey (2)
[illegible] H. [illegible] Young (2)
[illegible] T. [illegible] Pfister (2)
[illegible] Al L. [illegible] (2)
[illegible] R. [illegible]
[illegible] T. [illegible] Duckett (2)
[illegible] J. [illegible] Clover (2)
[illegible] A. [illegible] Smith, Jr. (2)
[illegible] O. [illegible] Cassell
[illegible] H. [illegible] Carter
[illegible] A. [illegible] Schroeder
[illegible] C. [illegible] Lovelle
Secretary's File
SBC-Washington County
Contract [illegible]-[illegible]-020
[illegible]-[illegible]-12-020

WASHINGTON COUNTY

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

I-81

Chairman and Director Funk executed agreement, in duplicate, dated December 19, 1962, by and between The Western Maryland Railway Company, therein called "Railway," 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," wherein the Railway, insofar as it has a legal right and its present title permits, grants, subject to the terms, limitations and agreements therein set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining and renewing the dual overhead bridges, roadway approaches and drainage structures to carry Interstate Route 81 Expressway, also known as the Hagerstown By-pass, over and under the tracks and operating right of way of the Railway at Highway Station 211+09.64 and Railway Valuation Stations 4568+58 and 4565+26, in connection with the Commission's Contracts W-446-9-620 (bridges) and W-446-12-620 (roadway approaches).

Said agreement had previously been executed by the Railway, approved for execution by Chief Engineer Fisher and as to form and legal sufficiency by Special Attorney C. C. Seymour.

Copy: Mr. D. H. Fisher
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. M. M. Brodsky
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. H. C. Bowers
Mr. W. B. Duckett(2)
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. G. W. Cassell
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. C. S. Linville
Secretary's File
SRC-Washington County
Contract W-446-9-620
" W-446-12-620

THIS AGREEMENT, executed in duplicate, made and entered into this 19th day of December, 1962, by and between THE WESTERN MARYLAND RAILWAY COMPANY, party of the first part, hereinafter sometimes called "Railway", and the STATE ROADS COMMISSION OF MARYLAND, acting for and in behalf of the State of Maryland, party of the second part, hereinafter sometimes called "Commission", witnesseth:

WHEREAS, the Commission proposes to continue the construction of Interstate Route 81, which is also known as the Hagerstown By-Pass, a North-South Expressway in Washington County, Maryland, and

WHEREAS, said Interstate Route 81 Expressway, as planned, will cross over the tracks and property of the Railway by means of dual highway bridges and roadway approaches at Highway Station 211+09.64 and Railway Valuation Station 4568+58, and will also include the placement of a drainage structure under the tracks at Railway Valuation Station 4565+26, the aforesaid work being hereinafter sometimes referred to as the "Project", and

WHEREAS, the proposed Project involves new bridges across the Railway and since no grade crossings are to be closed, the benefits to the Railway are zero, and

WHEREAS, the parties hereto understand that funds have been or will be authorized and allocated by the Bureau of Public Roads, pursuant to certain Federal Highway Acts, for said projects which will be constructed to Federal and Commission's standards as a Federal-Aid project, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed Project and to enter into an agreement to state more fully their respective aims and obligations connected therewith.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the sum of One Dollar ($1.00), paid by the Commission to the Railway, the receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. Railway insofar as it has a legal right and its present title permits, does hereby grant, subject to the terms, limitations and agreements hereinafter set forth, unto the Commission, the right, liberty and privileges of constructing, establishing, maintaining, and renewing the dual overhead bridges, roadway approaches and drainage, as hereinbefore described, over and above and under the track and operating right-of-way of the Railway, said Project to be paid for by the Commission and as further provided in Section 15 hereof. Said grant to include the placement of the necessary drainage structure under the Railway, in accordance with Commission's Plat No. 27281, attached hereto and made a part hereof, said grant to cease and determine at such time as the land ceases to be used for highway purposes, at which time the Commission at its expense will remove the bridges and restore the property to its original condition.

2. Detailed plans and specifications for the Project shall be prepared by the Commission being identified as Commission's Contract No. W-446-9-620 for the bridges, and Contract No. W-446-12-620 for the roadway approaches. Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of both parties to this agreement, to the extent that their respective interests are affected thereby. In addition, and where necessary, said plans and specifications shall be subject to Federal approval.

3. All work in accordance with the plans and specifications for said Project shall be performed under arrangements made by the Commission, the Railway reserving the right to perform or cause to be performed such temporary or permanent alterations of track, tracks, drainage ditches, equipment, fixtures, signals, signal posts, telephone, telegraph, trolley and other wires and lines, power transmission line or lines, conduits or pipes, devices, accessories and all Railway appurtenances and facilities of whatever kind, nature or description

only, insofar as same is made necessary by construction of said Project. Railway's work may be performed by its own forces on a force account basis or by contract (awarded by the Railway, subject to the approval of the Commission), or by a combination of both, and the Commission shall reimburse the Railway as provided in Section 15 hereof.

4. It is agreed by the parties hereto that all necessary falsework, bracing or forms on the Railway's property and any other temporary construction and clearances affecting the Railway, shall be subject to the approval of the Railway's Chief Engineer or his authorized representative before being used, and the approval of the Maryland Public Service Commission should the latter be required, in which event Commission shall obtain such approval of the Maryland Public Service Commission.

5. Each party shall in carrying out its work on the Project provide the necessary engineering and inspection for their respective parts of the work and the Commission shall reimburse the Railway therefor as provided in Section 15 herein. However, the Commission shall have general charge of the engineering on the Project.

6. Any watchmen, flagmen, maintainers, inspectors or other personnel necessary during the construction period of said Project to protect or safeguard Railway's traffic shall be provided by the Railway, and the Chief Engineer of the Railway, or his authorized representative shall be the sole judge of when such Railway protection is deemed necessary. The Commission shall provide all necessary watchmen and flagmen to protect highway traffic. The Commission shall reimburse the Railway for Railway protective services in accordance with Section 15 hereof. It is agreed, however, that the providing of such watchmen, etc., by the Railway and other precautionary measures taken either by the Railway or the Commission, as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors from the liability for damage arising in connection with their operations.

7. All work herein provided to be done for and by the Commission on Railway's right of way shall be done in a manner satisfactory to the Chief Engineer of the Railway or his authorized representative, and shall be performed at such times and in such a manner so as not to interfere with the movement of trains or traffic upon the tracks of the Railway. The Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damage or delay to or interference with Railway's trains or other property.

8. The 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 Railway'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 Railway or his authorized representative.

9. Before any work on said Project 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 construction of the said Project and these contracts are hereby incorporated by reference thereto into this Agreement and made a part hereof.

10. The Commission shall give written notice to the Railway thirty (30) days in advance of entering or arranging for others to enter onto Railway property for the purpose of constructing, repairing, maintaining, renewing or relocating the bridge structures, roadway approaches and other highway facilities, the thirty (30) days advance notice not to apply in case of emergency, the Commission to furnish the Railway as much notice as possible under the circumstances.

Excluding emergency, said entry to be withheld, however, pending completion of any changes or services to be performed by the Railway as made necessary by the entry. Railway agrees to grant Commission's Contractor(s) the right to reasonable use of its property in the vicinity of Project with his construction equipment used in performing the work herein contemplated, such use to be granted only upon said Contractor(s) receiving written approval therefor from the Railway's representative and upon said Contractor(s) agreeing to assume all costs accruing to Railway in connection with or because of granting of such use by the Railway. The use of said property shall in no way unreasonably interfere with the operations of the Railway. Final settlement by Commission with Contractor(s) is to be contingent upon a showing that Railway has been reimbursed for any accrued costs.

11. Services to be rendered by the Railway and work to be performed or caused to be performed by it, will be made as quickly and expeditiously as possible but without strict regard to the Project schedule. It is understood and agreed that emergencies and other Railway line-of-road work might, as determined by the Chief Engineer of the Railway, require the Railway from time to time to suspend or delay its work or services for this Project. It is understood and agreed, however, that emergencies and other Railway's line-of-road work shall not apply to Railway's protective services. Railway agrees to attempt by all reasonable means to supply protective services whenever needed, in Railway's opinion, to allow Contractor's work to proceed.

12. The Commission will provide and will maintain, at its sole cost and expense, all necessary culverts and drainage facilities to adequately carry away the drainage from the highway and the tracks and property of the Railway caused by the construction of this Project.

The Commission will assume all responsibility and hold the Railway harmless for all damages whatsoever resulting from the highway drainage directed toward and beneath the Railway's roadbed, tracks and property.

13. Upon completion of said improvement the Railway shall, regardless of cause and at its own cost and expense, repair, maintain and relocate its roadbed, tracks, ties, ballast and appurtenant Railway facilities. In consideration of the grant by the Railway of the right-of-way for the bridge across the Railway right-of-way as designated in red on Commission's Plat No. 27281, the Commission will assume full and entire responsibility at its own cost and expense of repairing, maintaining, renewing and/or relocating the highway structure, facilities, approaches and appurtenances, and will keep and maintain said bridge structure in the condition required by the Railway for the safe operation of its trains thereunder. It is expressly understood by the parties hereto that the aforegoing assumption of liability by the party of the second part is in consideration of the unusual conditions which relate to this particular project and is not to be construed as establishing a precedent for future contracts or agreements. Any further changes or alterations to this structure (for highway purposes) shall be performed by the Commission at its expense and under the same terms and conditions as contained in this agreement, and shall be subject to the approval of the Railway. It is understood and agreed that before any maintenance, changes or alterations are undertaken to said bridge structure by the Commission the Railway shall be notified in writing so that necessary inspectors and flagmen can be furnished by the Railway at Commission's expense. The Railway reserves the right, to which the Commission hereby agrees, and upon immediate notice to the Commission, to effect emergency repairs to said bridge structure should this be required to

prevent interruption to its operations thereunder, the Commission to reimburse the Railway promptly for the cost of such emergency repairs.

14. The Commission agrees to permit the Railway, without any charge to the Railway for said privilege, the right to attach at the expense of the Railway, to said bridge structures at any time after their completion, signals, signal posts, telegraph, telephone and other wires and other devices of whatsoever kind, nature and description now used or hereafter to be used in the operations of the Railway, subject to the reasonable regulation and supervision of the Chief Engineer of the Commission.

15. (a) The Commission will reimburse the Railway for all costs and expenses for work and services performed hereunder by the Railway growing out of or in connection with Project covered hereby in accordance with Federal rules and regulations set forth in the Bureau of Publio Roads Policy and Procedure Memorandum 30-3, dated August 15, 1955, entitled "Reimbursement for Railroad Work" and amendments thereto. In the event the Railway incurs costs and out-of-pocket expenses in connection with this Project which are either not reimburseable under said Federal Rules and Regulations or the Railway is required thereunder to make salvage allowances for any material or equipment or other facilities which the Railway may be required to purchase for temporary use on said Project, the Commission shall reimburse the Railway for all such costs, out-of-pocket expense and for such material and equipment not needed by the Railway in its material and equipment inventory.

(b) The Commission will repay the Railway directly for the cost and expense of Railway watchmen, maintainers, inspectors, flagmen or other personnel necessary for protection services only insofar as such expenses and services result from or grow out of

Project covered hereunder.

(c) The Commission will repay the Railway for the cost of insurance to be acquired by the Railway, with Public Liability Limits of $250,000/500,000 and Property Damage of $250,000/500,000 to protect it against loss from injuries or death to persons, including its employees under the F.E.L.A. while engaged in force account work on the project, and from damage to property arising out of such force account work.

(d) Final settlement with Contractors shall be contingent upon a showing that the Railway has been reimbursed for any services or work performed by it for them.

(e) The Commission shall reimburse the Railway monthly for the actual cost of work performed by the Railway. The Railway's claim for reimbursement from the Commission for the work performed by the Railway during any month shall be filed with the Commission not later than the twenty-fifth day of the succeeding month, and shall be paid by the Commission within thirty (30) days thereafter.

16. 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: THE WESTERN MARYLAND RAILWAY COMPANY

Secretary By President

ATTEST: STATE ROADS COMMISSION OF MARYLAND

Secretary 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 19th day of Dec., 1962.

Special Attorney

STATE OF MARYLAND
CITY OF BALTIMORE } ss.:

I HEREBY CERTIFY that on this 6th day of December 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared W. Arthur Grotz, President of THE WESTERN MARYLAND RAILWAY COMPANY, and acknowledged the aforegoing Agreement to be the corporate act and deed of the said The Western Maryland Railway Company.

AS WITNESS my hand and Notarial Seal.

Dorothy H. Whittington
Notary Public

My Commission Expires May 6, 1963

STATE OF MARYLAND
CITY OF BALTIMORE } ss.:

I HEREBY CERTIFY that on this 19th day of December 1962, 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 of the STATE ROADS COMMISSION OF THE STATE OF MARYLAND, and acknowledged the aforegoing Agreement to be the act and deed of the State Roads Commission of the State of Maryland, acting for the State of Maryland.

AS WITNESS my hand and Notarial Seal.

Harry J. Stark
Notary Public

My Commission Expires
May 6 1963

Mr. Cassell

Copy: Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. L. C. Moser (2)
Mr. J. D. Bushby (2)
Mr. M. D. Philpot (2)
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. S. Pfarr
Mr. A. L. Grubb
Mr. C. S. Linville
Mr. G. N. Lewis, Jr. (8)
City of Hagerstown
Secretary's File
Contract W-482-4-615
SRC-Washington County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 6, 1962
* * *

On motion of Mr. McMullen, seconded by Mr. Clagett, the Commission approved and Chairman and Director Funk executed agreement, in triplicate, dated June 6, 1962, by and among the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Commission," and the City of Hagerstown, Maryland, acting through its Mayor and City Council, therein called "City," and The Western Maryland Railway Company, a Maryland corporation, therein called "Railroad," wherein the parties thereto agree as to their respective obligations and responsibilities with respect to the construction of the center section of the highway thoroughfare known as Foundry Street Extended and/or North-South (Burhans) Boulevard, extending from the intersection of Elgin Boulevard and Utah Street to and connecting with Church Street in Hagerstown, as more fully set forth therein.

The said agreement had previously been executed by the City and Railroad, approved by Chief Engineer Fisher and approved as to form and legal sufficiency by Special Attorney Puderbaugh.

? Eutow Pl.

Mr Cassell

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. C. A. Goldeisen
Mr. L. E. McCarl
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 (2)
Mr. A. L. Grubb (2)
Mr. E. K. Lloyd
Mr. M. D. Philpot (2)
Mr. J. D. Bushby (2)
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. G. W. Cassell
Mr. W. A. Friend
Mr. J. E. Gerick
Records & Research Section, R/W Div.
County Commrs. of Washington County (3)
Secretary's File
SRC-Washington County

WASHINGTON COUNTY

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

* * *

Chairman and Director Funk executed for and on behalf of the Commission agreement, in triplicate, dated February 13, 1962, relative to the transfer of certain sections of State Highways to the County Commissioners of Washington County, for maintenance purposes, as follows:

"THIS AGREEMENT, made this Thirteenth (13th) day of February, 1962, by and between the State Roads Commission of Maryland, hereinafter referred to as 'Commission,' party of the first part, and the County Commissioners of Washington County, Maryland, hereinafter referred to as 'County Commissioners,' party of the second part.

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Commission, party of the first part, does hereby transfer to the County Commissioners, party of the second part, for maintenance purposes, subject to the continuance in effect of any controls of access which may have been established by the party of the first part for the protection of the traveling public, the following described sections of State Highways, with the exception of the bridge on McDade Road, which overpasses the New National Pike (U. S. 40), which bridge will remain in the State Highway System and will be maintained by the Commission, with the exception of snow removal, which will be the responsibility of the County Commissioners:

Marginal Road (Service Road) from existing McDade Road, easterly and parallel to the New National Pike (U. S. 40) to a connection with a private road, for a distance of 0.61 mile, as indicated on State Roads Commission's rights of way plats Nos. 19078, 19080, 19081 and 19082.

Relocated McDade Road from Old U. S. 40 northerly to the south right of way line of the New National Pike (U. S. 40), a distance of 0.22 mile, and from the north right of way line of the New National Pike (U. S. 40) northerly to the existing McDade Road, a distance of 0.13 mile, as indicated on State Roads Commission's rights of way plats Nos. 19078 and 19079.

IN CONSIDERATION of the aforegoing, the County Commissioners, by the execution of these presents, do hereby accept the aforesaid sections of State roads into the County Road System, for maintenance purposes, subject to the continuance in effect of any controls of access which may have heretofore been established by the Commission.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that:

1. The effective date of the transfer of the above described sections of State roads shall be upon complete approval of this agreement.

2. The additional road mileage will be included in the inventory as of the 1st day of December, 1961.

3. The basis for the allocation of funds will include the additional County road mileage in the allocation to Washington County, beginning the 1st day of July, 1962.

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 and includes all appurtenances and bridge structures, excepting the bridge on McDade Road above referred to.

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

STATE ROADS COMMISSION OF MARYLAND

By (signed) John B. Funk
Chairman and Director of Highways

ATTEST:

(signed) C. R. Pease
Secretary

Approved as to form and legal sufficiency

(signed) C. C. Seymour
Special Attorney

Approved:

(signed) David H. Fisher
Chief Engineer

COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

By (signed) Lem E. Kirk
President

Attest:

(signed) W. Carlton Parsley
Chief Clerk to the Board of County Commissioners"

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, NOVEMBER 20, 1961
***

Chairman and Director Funk executed agreement, in duplicate, dated November 20, 1961, by and between Washington County 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 and in behalf of 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, subject to the terms, limitations and agreements therein set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining, and renewing the dual overhead bridges and approaches to carry relocated U. S. Route 340 over the Railroad's Washington County Branch, at Railroad Valuation Station 24+38±, in Washington County at Weverton, Maryland, Contract No. F-565-1-620;W-460-2-620, in accordance with plans and specifications which are made a part thereof by reference thereto, 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. J. D. Bushby (2)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. M. D. Philpot (2)
Mr. H. C. Bowers
Mr. A. L. Grubb (2)
Mr. L. 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-Washington County
Contract F-565-1-620;W-460-2-620

THIS AGREEMENT, made and entered into this 20th day of November, 1961, by and between WASHINGTON COUNTY 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 and in behalf of the State of Maryland, hereinafter called "Commission", party of the second part, witnesseth:

WHEREAS, present U.S. Route 340 crosses the Railroad's Washington County Branch, at grade (B&O Crossing No. 530), in Washington County at Weverton, Maryland, and

WHEREAS, the Commission desires to relocate and improve U.S. Route 340 crossing over the said Washington County Branch of Railroad by means of dual overhead structures at Railroad Valuation Station 24+38±, in accordance with plans and specifications, which are made a part hereof by reference thereto, the aforesaid work being sometimes referred to as the "Project", and

WHEREAS, the present grade crossing (B&O Crossing No. 530) cannot be closed and must be maintained for local traffic, the benefits to the Railroad are zero, and

WHEREAS, the parties hereto understand that, pursuant to legislation by the Federal Government, funds may be authorized and allocated by the Bureau of Public Roads for said Project, which will be constructed to minimum Federal and Commission standards, possibly as a Federal Aid Project, and

WHEREAS, the parties hereto are desirous of cooperating with each other in accomplishing the proposed Project and to enter into an agreement to state more fully their respective aims and obligations connected therewith.

NOW, THEREFORE, this agreement witnesseth that for and in 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, does hereby grant, subject to the terms, limitations and agreements hereinafter set forth, unto the Commission, the right, liberty and privilege of constructing, establishing, maintaining, and renewing the dual overhead bridges and approaches as hereinbefore described, over and above the track and property of the Railroad, said Project to be paid for by the Commission and as further provided in Section 13 hereof.

2. Detailed plans and specifications for the Project shall be prepared by the Commission. Said plans and specifications and any subsequent changes therein shall be subject to the approval (in writing) of both parties to this agreement, to the extent that their respective interests are affected thereby. In addition, and where necessary, said plans and specifications shall be subject to Federal approval.

3. Railroad, insofar as it has the right so to do, hereby quit-claims to the Commission, without charge, necessary easements for the dual highway bridges on or over the property and track of Railroad as shown on Commission's Plat No. 25355 , attached hereto and made a part hereof.

4. All work in accordance with the plans and specifications for said Project shall be performed by the Commission, the Railroad reserving the right to perform or cause to be performed such temporary or permanent alterations of pole lines, tracks, and all Railroad appurtenances and facilities of whatever kind, nature or description only insofar as same is made necessary by construction of said Project. Railroad's work may be performed by its own forces on a force account basis or by contract (awarded by the Railroad, subject to the approval of the Commission), or by a combination of both, and the Commission shall reimburse the Railroad as provided in Section 13 hereof.

5. It is agreed that in the construction of said Project, all necessary falsework, bracing or forms on Railroad property and any other temporary construction and clearances affecting the Railroad, shall be subject to the approval of the Chief Engineer of the Railroad, or his authorized

representative, and the Public Service Commission of Maryland.

6. Each party shall in carrying out its work on the Project provide the necessary engineering and inspection for its respective part of the work and the Commission shall reimburse the Railroad therefor as provided in Section 13 herein. However, the Commission shall have general charge of the engineering on the Project.

7. Any watchmen, flagmen and other protection or devices, necessary during the construction period of said Project to protect or safeguard Railroad's traffic, shall be provided by the Railroad, and the Chief Engineer of the Railroad or his authorized representative shall be the sole judge as to the need for such Railroad protection. The Commission shall provide all necessary watchmen and flagmen to protect highway traffic. The Commission shall reimburse the Railroad for Railroad protective services in accordance with Section 13 hereof. It is agreed, however, that the providing of such watchmen, etc., by the Railroad and other precautionary measures taken either by the Railroad or the Commission, as a consequence of the work of the Contractor or Contractors, shall not relieve said Contractors from liability for damage arising in connection with their operations.

8. All work herein provided to be done by the Commission on Railroad's 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 Commission agrees to require its Contractors to use all reasonable care and precaution in order to avoid accidents, damages or delay to or interference with Railroad's trains or other property. The Railroad shall allow to Commission's Contractors the right to reasonable use of Railroad property in the vicinity of said work, with his construction equipment used in the performance of the work contemplated hereunder.

9. Commission shall require its Contractors, upon completion of

the work of such Contractors and before final payment is made, to remove from within the limits of the Railroad's land all machinery, equipment, surplus material, falsework, rubbish or temporary buildings and other property of such Contractors and to leave the said land in a condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

10. Before any work on said Project is commenced, the Commission shall require its Contractor or Contractors, in addition to their construction bonds, to cause to be executed all insurance required by the Special Provisions of the Proposals for the contracts entered into by the Commission for the construction of the said Project and these contracts are hereby incorporated by reference thereto into this agreement and made a part hereof.

11. Upon completion of said Project, the Railroad shall at its own cost and expense, repair and maintain its roadbed and tracks. The Commission shall, at its own cost and expense, repair, renew and maintain the overhead structures and approaches to said bridge structures, and all other highway facilities.

In the event the said bridge structures and approaches and other highway facilities are damaged by derailment, accidents or collisions due to 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 out of 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.

12. Commission agrees to permit the Railroad, without any charge to the Railroad for said privilege, the right to attach at the expense of the Railroad, to said bridge structures and approaches at any time after their completion, signals, signal posts, telegraph, telephone, and other wires and devices of whatsoever kind, nature and description now

used or hereafter to be used in the operations of the Railroad, subject to the reasonable regulations and supervision of the Chief Engineer of the Commission.

13. 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 temporary and permanent changes to its pole lines, track 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, and in accordance with Policy and Procedure Memorandum No. 30-3 of the Bureau of Public Roads and amendments thereto.

14. 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. Federal approval if required for the project, 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, and the Commission shall insert in its agreement with the highway contractor a provision to that effect.

15. 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: WASHINGTON COUNTY RAILROAD COMPANY

Secretary 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

APPROVED:

Chief Engineer-State Roads Commission

Approved as to form and legal sufficiency this 16 day of May, 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 WASHINGTON COUNTY RAILROAD COMPANY, and acknowledged the aforegoing agreement to be the corporate act and deed of the said WASHINGTON COUNTY RAILROAD COMPANY.

AS WITNESS my hand and Notarial Seal.

Howard C. Wittum
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. Wittum
Notary Public

My Commission Expires

May 6, 1963

STATE OF MARYLAND)
CITY OF BALTIMORE) ss.:

I HEREBY CERTIFY that on this 20 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.

Harry G Stark
Notary Public

My Commission Expires

May 6 1963

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, NOVEMBER 15, 1961
***

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

WHEREAS, the County Commissioners of Washington County, Maryland, have requested the Commission to give consideration to their release of $70,000.00 of their 1962 Federal Aid Secondary Funds, and

WHEREAS, the City of Hagerstown, Maryland, has requested an additional allotment of 1962 Federal Aid Urban Funds in the amount of $70,000.00,

NOW, THEREFORE, BE IT RESOLVED:

That the State Roads Commission of Maryland hereby approves the release to it by the County Commissioners of Washington County, Maryland, of their 1962 Federal Aid Secondary Road Funds to the extent of $70,000.00 and does hereby accept same, and

BE IT FURTHER RESOLVED:

That the State Roads Commission of Maryland does hereby allocate additional 1962 Federal Aid Urban Funds to the City of Hagerstown, Maryland in the amount of $70,000.00.

Copy:
Mr. D. H. Fisher
Mr. L. E. McCarl
Mr. R. J. Hajzyk
Mr. G. W. Cassell
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. C. S. Linville
Mr. J. D. Bushby (2)
Mr. W. B. Duckett (2)
Mr. F. P. Scrivener
Mr. H. C. Bowers
Mr. S. T. Nottingham
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. C. L. Wannen (2)
Co. Commrs. of Washington Co.
City of Hagerstown
SRC-Washington County

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. J. D. Bushby (2)
Mr. A. L. Grubb
Mr. G. W. Cassell
Mr. W. A. Friend
Mr. E. K. Lloyd (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Washington County Commissioners (2)
Allegany County Commissioners (2)
Secretary's File #18964
" "
SRC-Twelve Year Program
SRC-Allegany County
SRC-Washington County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 28, 1961
* * *

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

WHEREAS, by resolution adopted June 1, 1960, the Commission directed that certain projects be deleted from the "Yellow Book" and substituted in lieu thereof certain sections of "U. S. Route 40 - Sideling Hill Relocation," and

WHEREAS, the Commission has determined that the aforesaid U. S. Route 40 is a primary highway carrying through traffic and that the same should be constructed as soon as possible, and

WHEREAS, Section 205A of Article 89B of the Maryland Code, 1957 Edition, provides that where a primary highway carrying through traffic is constructed sooner than proposed in the Yellow or Green Books, the Commission shall have the authority to construct and improve the remaining projects in the Yellow Book, notwithstanding the mileage limitations provided in Section 205.

NOW, THEREFORE, BE IT RESOLVED: That the State Roads Commission of Maryland hereby rescinds its former action of June 1, 1960, substituting certain sections of U. S. Route 40 in lieu of certain projects listed in the Yellow Book, and

BE IT FURTHER RESOLVED, that in accordance with the requirements of Section 205A of Article 89B, the State Roads Commission does hereby declare U. S. Route 40 as a primary highway carrying through traffic, and in connection with the sections thereof identified as "U. S. Route 40 - Sideling Hill Relocation - 6.595 miles" and "U. S. Route 40 - Sideling Hill Relocation from Washington County westerly - 0.195 miles," and pursuant to the authority in it vested, does hereby authorize the expenditure of such funds as may be necessary for the engineering, acquisition and construction of said sections of said highway.

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. J. E. Woodford, Jr.
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. L. E. McCarl
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. J. D. Bushby (2)
Mr. H. G. Downs (4)
Mr. F. V. Dreyer
Mr. W. A. Friend
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. Charles Lee
Mr. G. W. Cassell
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Washington County Commissioners
Secretary's File #18964
" "
SRC-Twelve Year Program
SRC-Washington County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 7, 1961
* * *

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 in Washington County 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:

1. Md. Route 56, Indian Springs to Big Spring, a distance of 6.13 miles

2. Md. Route 81, Frederick County Line to Chocolate Park, a distance of 2.0 miles

and does hereby substitute in lieu thereof, the following projects or portions of projects:

1. Md. Route 68, Clearspring to Williamsport, a distance of 8.0 miles

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, MAY 10, 1961
***

Chairman and Director Funk executed for and on behalf of the Commission agreement, in duplicate, dated the 4th day of April, 1961, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the first part, therein called the "Commission", and the County Commissioners of Washington County, Maryland, a body corporate, parties of the seco nd part, therein called the "County", applicable to the following secondary road projects in Washington County, Maryland, such projects being part of the Secondary System approved by the Bureau of Public Roads, the construction or reconstruction of which are to be financed in part with Federal funds under the provisions of the Federal-aid Highway Acts of 1944, 1948, 1950, 1956 and 1958:

Projects to be Constructed by County Contract

Federal-Aid Project Number	Name of Road
S-0183 (2)	Longmeadow Road
S-0181 (2)	Mercersburg Pike

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

Said agreement, which had previously been executed by the County Commissioners of Washington County, had been approved as to form and legal sufficiency by Special Attorney C. C. Seymour, and recommended for approval by Chief Engineer D. H. Fisher.

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. G. B. Chaires
Mr. C. A. Goldeisen
Mr. C. S. Linville
Mr. E. C. Chaney (2)
Mr. W. A. Jordan
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. .(80)
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. C. L. Wannen
Mr. L. C. Moser (2)
Mr. S. T. Nottingham
Co. Commrs. of Washington Co. (3)
Secretary*s File
SRC-Washington County

WASHINGTON COUNTY

Mr Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, APRIL 20, 1961
* * *

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

WHEREAS, the County Commissioners of Washington County, Maryland, have requested the Commission to give consideration to their release of $80,000.00 of their 1961 Federal Aid Secondary Funds, and

WHEREAS, the City of Hagerstown, Maryland, has requested an additional allotment of 1961 Federal Aid Urban Funds in the amount of $80,000.00.

NOW, THEREFORE, BE IT RESOLVED:

That the State Roads Commission of Maryland hereby approves the release to it by the County Commissioners of Washington County, Maryland, of their 1961 Federal Aid Secondary Road Funds to the extent of $80,000.00 and does hereby accept same, and

BE IT FURTHER RESOLVED:

That the State Roads Commission of Maryland does hereby allocate additional 1961 Federal Aid Urban Funds to the City of Hagerstown, Maryland, in the amount of $80,000.00.

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. R. J. Hajzyk
Mr. J. E. Wolf
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. C. S. Linville
Mr. J. D. Bushby (2)
Mr. E. K. Lloyd
Mr. F. P. Scrivener
Mr. S. T. Nottingham
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. C. L. Wannen (2)
Mr. H. C. Bowers
Washington County Commissioners
Washington County Roads Department
City of Hagerstown
SRC-Washington County

Mr. Cassell

Copy: Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. J. D. Bushby (2)
Mr. H. C. Bowers
Mr. L. C. Moser (2)
Mr. M. D. Philpot (2)
Mr. R. J. Hajzyk
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs (4)
Mr. C. S. Linville
Mr. E. K. Lloyd
Secretary's File #35943
SRC-Washington County
Contract W-482-615; W-482-1-615

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, JANUARY 17, 1961

* * *

Chairman and Director Funk executed agreement, in quintuplicate dated December 5, 1960, by and among The Pennsylvania Railroad Company, therein called "Pennsylvania Company," Manor Real Estate Company, therein called "Manor Company," Norfolk and Western Railway Company, therein called "Norfolk Company," City of Hagerstown, Maryland, acting through its Mayor and City Council, therein called "City," and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, therein called "Commission," wherein the parties thereto agree as to their respective obligations and responsibilities in connection with the construction of the southern section of a highway thoroughfare in the City of Hagerstown, Maryland, generally known as "Foundry Street Extended" and/or "North-South Boulevard," extending from the intersection of Virginia Avenue and Wilson Boulevard to and connecting with Ridge Avenue and Elizabeth Avenue between Heister Street and Claire Street, in accordance with the mutual covenants more fully stipulated therein.

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

Resolution in

THIS AGREEMENT, executed in quintuplicate, made and entered into this 28th day of December, 1960, by and among THE PENNSYLVANIA RAILROAD COMPANY, hereinafter called "Pennsylvania Company"; MANOR REAL ESTATE COMPANY, hereinafter called "Manor Company"; NORFOLK AND WESTERN RAILWAY COMPANY, hereinafter called "Norfolk Company"; CITY OF HAGERSTOWN, MARYLAND, acting through its Mayor and City Council, hereinafter called "City"; and the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the State of Maryland, hereinafter called "Commission", witnesseth:

WHEREAS, the parties hereto (except Norfolk Company and Manor Company) are engaged in the construction of the northern section of a highway thoroughfare in the City of Hagerstown, Maryland, generally known as "Foundry Street Extended" and/or "North-South Boulevard", between Church Street and Pennsylvania Avenue in said City, and

WHEREAS, City now desires the construction of the southern section of said thoroughfare, hereinafter called "Project", extending from the intersection of Virginia Avenue and Wilson Boulevard to and connecting with Ridge Avenue and Elizabeth Avenue between Heister Street and Claire Street in said City, all as shown on plans prepared by Consultants hired by City, which plans are subject to the approval of all the parties hereto, insofar as their respective interests are affected thereby, and

WHEREAS, the Project will consist of a dual lane highway, the southbound lane of which will connect with Ridge Avenue and the northbound lane will connect with Elizabeth Avenue. The said two lanes will converge and be adjacent to and parallel with each other at a point north of Companies' tracks and so continue to connection with Virginia Avenue, and

WHEREAS, the Project will cross over tracks and property of Companies by means of four overhead bridges located at or near base line Stations 25± and 35± respectively and since the Project involves, only, the construction of a new highway, the benefits to Companies are zero, and

WHEREAS, it may become desirable and necessary, in order to properly construct the Project herein contemplated, to make certain changes in the tracks and/or other facilities of Companies. Such changes, if any, are shown on the plans for the Project covered by this agreement, and

SECTION 9. The Commission shall require the Contractors, after completion of the work of such Contractors and before final payment is made, to remove from within the limits of the Companies' and the City's property, all machinery, surplus material, rubbish, or temporary buildings and other property of such Contractors and to leave the said property in a condition satisfactory to the Chief Engineers of the Companies or their authorized representative and to the satisfaction of the City Engineer of Hagerstown.

SECTION 10. (a) Upon completion of the said Project, the City, at its sole cost and expense, shall maintain, repair and renew all highway facilities, appurtenances and devices used in the proper use by the public of the Project, including substructure and superstructure of the four new overhead bridges and approaches, over the Pennsylvania Company and Norfolk Company tracks and property.

(b) The Companies shall, at the sole cost and expense of the respective Company, maintain, repair and renew all railroad facilities constructed, relocated, altered or renewed and used by the respective Company on its property or otherwise.

(c) In the event that any or all of the said four overhead bridge structures and approaches and other highway facilities are damaged due to railroad derailments, accidents or collisions on the railroad, the City shall make the repairs necessary to restore the same substantially to their former condition and the Company responsible therefor agrees to reimburse the City for the actual cost of such repairs. In the event, however, that any or all of the said bridge structures and approaches and other highway facilities are damaged by reason of collisions or accidents arising out of the use of the highway the City shall, at its sole cost and expense, make the necessary repairs to restore the same to their former condition.

SECTION 11. The Commission will provide and the City will maintain, at its sole cost and expense, all necessary culverts and drainage facilities to adequately carry away the drainage from the highway and the tracks. City will assume all responsibility and hold the Companies harmless for all damages whatsoever resulting from the highway drainage directed toward and beneath the Companies roadbed, tracks and property.

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. E. K. Lloyd
Mr. W. A. Friend
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. J. D. Bushby (2)
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
City of Hagerstown (3)
Secretary's File
SRC-Washington County

WASHINGTON COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, DECEMBER 23, 1960

* * *

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

WHEREAS, the Mayor and Council of the City of Hagerstown, in the interest of public health, safety and welfare, did on December 1, 1960, pass a resolution authorizing the State Roads Commission of Maryland to construct the North-South Boulevard (Burhans Boulevard) between Elgin Boulevard and Church Street in Hagerstown, and to acquire the required right of way, said section of North-South Boulevard (Burhans Boulevard) being more particularly shown on City of Hagerstown plats designated as numbers 75-118-01 (Base Property Mosaic Map prepared by Baker-Wibberley and Associates, Inc., drawing number 476-2 R/W-4), and

WHEREAS, by the aforegoing resolution, said Mayor and Council of the City of Hagerstown transferred and conveyed the above described section of North-South Boulevard (Burhans Boulevard) to the State Roads Commission of Maryland, the same to henceforth have the status of a State road.

NOW, THEREFORE, BE IT RESOLVED, that the State Roads Commission of Maryland hereby formally accepts the transfer and conveyance of the above described section of the North-South Boulevard (Burhans Boulevard), including the authorization of the Mayor and Council of the City of Hagerstown to acquire the necessary right of way and for the construction thereof, the same to henceforth have the status of a State road; it being further understood that such transfer is accepted upon condition that the Mayor and Council of the City of Hagerstown will reimburse the State Roads Commission for all costs incurred in connection with such acquisition and construction.

12511
Hagerstown

Mr Russell

Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. W. E. Woodford
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
City of Hagerstown (3)
Mr. W. A. Friend
Mr. E. K. Lloyd
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. J. D. Bushby (2)
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb (2)
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Secretary's File
SRC-Washington County

WASHINGTON COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
FRIDAY, DECEMBER 23, 1960
* * *

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

WHEREAS, the Mayor and Council of the City of Hagerstown, in the interest of public health, safety and welfare, did on December 1, 1960, pass a resolution authorizing the State Roads Commission of Maryland to construct the North-South Boulevard (Burhans Boulevard) between Virginia Avenue and Clair Street in Hagerstown, and to acquire the required right of way, said section of North-South Boulevard (Burhans Boulevard) being more particularly shown on City of Hagerstown plats designated as numbers 75-119-01 (Base Property Mosaic Map prepared by Baker-Wibberley and Associates, Inc., drawing number 620.2 R/W-1), and

WHEREAS, by the aforegoing resolution, said Mayor and Council of the City of Hagerstown transferred and conveyed the above described section of North-South Boulevard (Burhans Boulevard) to the State Roads Commission of Maryland, the same to henceforth have the status of a State road.

NOW, THEREFORE, BE IT RESOLVED, that the State Roads Commission of Maryland hereby formally accepts the transfer and conveyance of the above described section of the North-South Boulevard (Burhans Boulevard), including the authorization of the Mayor and Council of the City of Hagerstown to acquire the necessary right of way and for the construction thereof, the same to henceforth have the status of a State road; it being further understood that such transfer is accepted upon condition that the Mayor and Council of the City of Hagerstown will reimburse the State Roads Commission for all costs incurred in connection with such acquisition and construction.

Washington

Mr Cassell

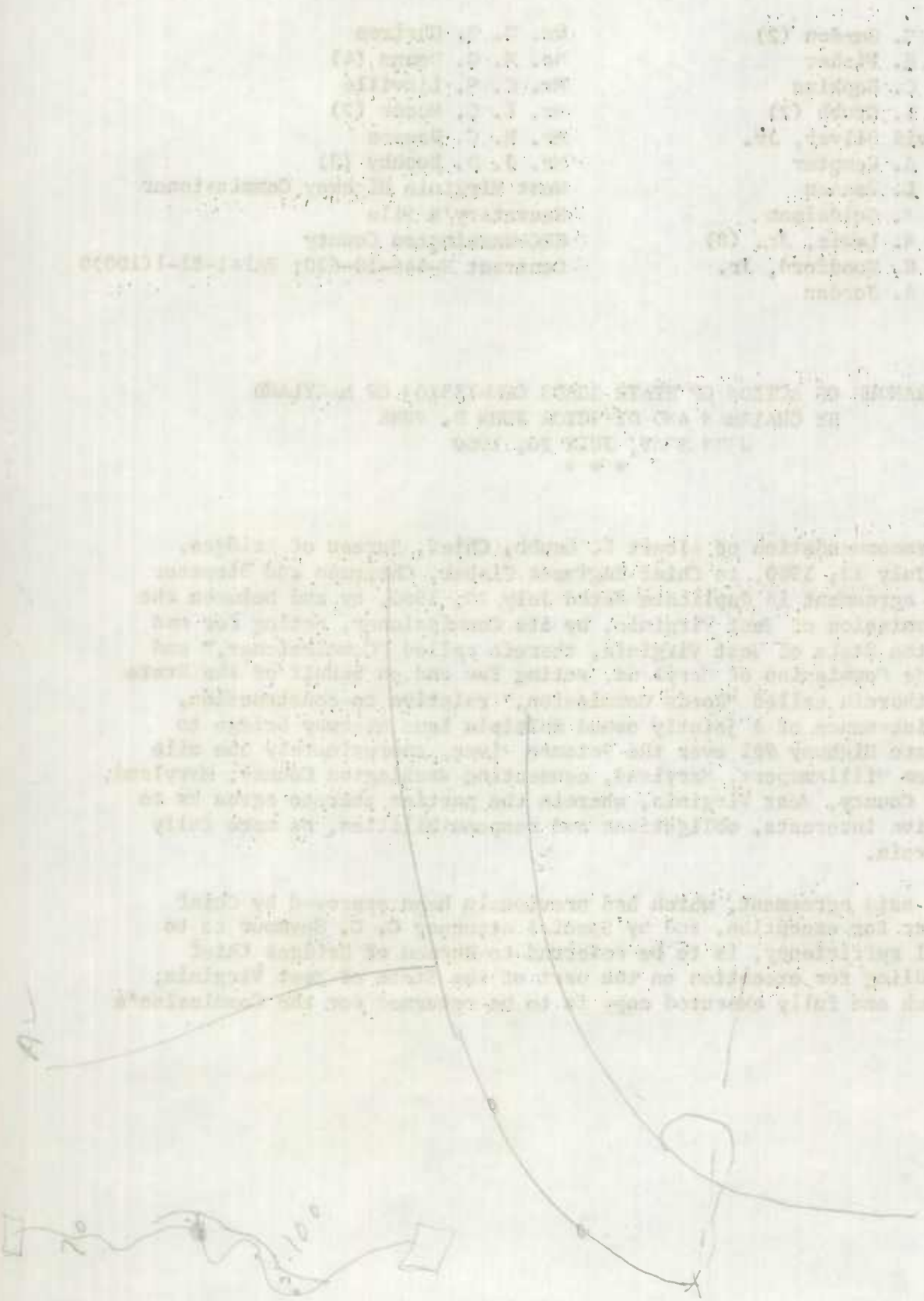
Copy: Mr. A. S. Gordon (2)
Mr. D. H. Fisher
Mr. J. C. Hopkins
Mr. A. L. Grubb (2)
Mr. David Silver, Jr.
Mr. P. A. Kempter
Mr. C. L. Wannen
Mr. C. A. Goldeisen
Mr. G. N. Lewis, Jr. (8)
Mr. W. E. Woodford, Jr.
Mr. W. A. Jordan
Mr. G. B. Chaires
Mr. H. G. Downs (4)
Mr. C. S. Linville
Mr. L. C. Moser (2)
Mr. H. C. Bowers
Mr. J. D. Bushby (2)
West Virginia Highway Commissioner
Secretary's File
SRC-Washington County
Contract W-446-18-620; FAP#I-81-1(100)0

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
WEDNESDAY, JULY 20, 1960
* * *

On recommendation of Albert L. Grubb, Chief, Bureau of Bridges, in letter of July 12, 1960, to Chief Engineer Fisher, Chairman and Director Funk executed agreement in duplicate dated July 20, 1960, by and between the State Road Commission of West Virginia, by its Commissioner, acting for and on behalf of the State of West 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 jointly owned multiple lane highway bridge to carry Interstate Highway #81 over the Potomac River, approximately one mile downstream from Williamsport, Maryland, connecting Washington County, Maryland, with Berkeley County, West Virginia, wherein the parties thereto agree as to their respective interests, obligations and responsibilities, as more fully set forth therein.

The said agreement, which had previously been approved by Chief Engineer Fisher for execution, and by Special Attorney C. C. Seymour as to form and legal sufficiency, is to be referred to Bureau of Bridges Chief Grubb for handling for execution on the part of the State of West Virginia, following which one fully executed copy is to be returned for the Commission's file.

Washington County



WASHINGTON Co.

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

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

WHEREAS, the County Commissioners of Washington County, Maryland have requested the Commission to give consideration to the release by it of $119,365 of its Federal-Aid Secondary Funds, and

WHEREAS, the City of Hagerstown, Maryland has requested that it be granted an additional allotment of Federal-Aid Urban Funds in the amount of $119,365.

NOW, THEREFORE, BE IT RESOLVED:

That the State Roads Commission of Maryland hereby approves the release to it by the County Commissioners of Washington County, Maryland of their currently available Federal-Aid Secondary Funds to the extent of $119,365 and do hereby accept same, and

BE IT FURTHER RESOLVED:

That the State Roads Commission of Maryland does hereby allocate additional 1959 Federal-Aid Urban Funds to the City of Hagerstown, Maryland in the amount of $119,365.

Copy:
Mr. D. H. Fisher
Mr. W. C. Hopkins
Mr. R. J. Hajzyk
Mr. J. E. Wolf
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. C. S. Linville
Mr. J. D. Bushby (2)
Mr. W. A. Jordan
Mr. F. P. Scrivener
Mr. S. T. Nottingham
Mr. H. G. Downs (4)
Mr. A. L. Grubb (2)
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Mr. C. L. Wannen (2)
Mr. H. C. Bowers
Washington County Commissioners
Washington County Roads Dept.
City of Hagerstown
SRC-Washington County

Copy: Mr. A. S. Gordon (2)
Mr. N. M. Pritchett
Mr. D. H. Fisher
Mr. R. J. Hajzyk
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Mr. C. L. Wannen
Mr. H. G. Downs (4)
Mr. W. A. Friend
Mr. W. A. Jordan (2)
Mr. H. C. Bowers
Mr. F. V. Dreyer
Mr. J. D. Bushby (2)
Mr. Charles Lee
Mr. M. D. Philpot (2)
Mr. A. L. Grubb
Mr. J. E. Gerick
Records & Research Section, R/W Div.
Allegany County Commissioners
Washington County Commissioners
Secretary's File
Secretary's File #18964
SRC-Allegany County
SRC-Washington County
SRC-Twelve Year Program

Mr Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 1, 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, provides among other things that the Commission may substitute after advising and conferring with the governing body of any county and the legislative delegation of said county any construction project listed in the "Yellow Book" for any construction project or projects included in the document referred to as the "Green Book" and,

WHEREAS, the Commission has advised and conferred with the governing bodies and the legislative delegations of Washington and Allegany Counties and pursuant thereto 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:

(1)	Maryland Route 56 from Indian Spring to Big Spring	6.13 miles
(2)	Maryland Route 77 from Frederick County line westerly toward Cavetown	0.465 "
	Total	6.595 miles

and does hereby substitute in lieu thereof the following project or portion of a project:

(1)	U. S. Route 40 - Sideling Hill Relocation	6.595 miles

WASHINGTON COUNTY

Copy: Mr. A. O. Gordon (2)
Mr. J. M. Pritchett
Mr. O. H. Ziglar
Mr. J. T. Hogg
Mr. J. C. Hoskins
Mr. C. A. Spidalieri
Mr. J. C. Carter
Mr. J. R. Thrivaux
Mr. L. C. Isaac (2)
Mr. O. K. Lewis, Jr. (8)
Mr. C. L. Brown
Mr. O. Crane (6)
Mr. J. J. Friend
Mr. J. J. Joplin (2)
Mr. E. L. Adams
Mr. T. V. Dougan
Mr. L. C. Murphy (2)
Mr. Charles Lee
Mr. W. M. Skinner (2)
Mr. J. J. Grube
Mr. J. C. Gordon
Honorable J. Vernon Sorrells, V/P Dir.
Alleghany County Commissioners
Washington County Representative
Secretary's File
Secretary's File FIRMA
BRC-Alleghany County
BRC-Washington County
BRC-Twelve Year Program

EXCERPT FROM MINUTES OF A MEETING OF THE STATE HIGHWAY COMMISSION
MONDAY, JUNE 1, 1959

* * *

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

WHEREAS, Section 105 of Article 8GG of the Revised Code, 1957 edition, provides among other things that the Commission may voluntarily enter into and contract with the governing body of any county and the legislative delegation of said county any construction project listed in the "Waiting Book" for any construction project or projects included in the programs reported to as the "Green Book" and,

WHEREAS, the Commission has adopted and conferred with the governing bodies and the legislative delegations of Washington and Alleghany Counties and proposes therein to be desired to substitute certain projects in lieu of other more particularly set forth;

NOW, THEREFORE, BE IT RESOLVED:

That the State Road Commission of Virginia does hereby delete from the projects previously listed in the "Waiting Book" the following projects or portions of projects:

(1) Secondary route 58 from Indian Springs to Big Spring 6.11 miles

(2) Secondary route 77 from Frederick County line to Secondary route 6 2.55 "

Total 8.66 miles

and does hereby substitute in lieu thereof the following projects or portions of projects:

(1) U. S. Route 60 - Widening mill relocation 6.395 miles

BE IT FURTHER RESOLVED:

That the State Roads Commission of Maryland does hereby delete from the projects presently listed in the "Yellow Book" the following project or a portion of a project:

(1) Maryland Route 638 from Eckhart Mines to Morantown 0.195 miles

and does hereby substitute in lieu thereof the following project or portion of a project:

(1) U. S. Route 40 - Sideling Hill Relocation from Washington County Line westerly 0.195 miles

Secretary's File
No. 34009

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
TUESDAY, MARCH 15, 1960

* * *

Chairman and Director Funk executed the following deeds, in duplicate, dated March 15, 1960, which had previously been approved as to form and legal sufficiency by the office of the Special Assistant Attorney General, by which the Commission conveys, subject to approval of the Board of Public Works of Maryland, unto the grantees named, parcels of land as indicated and as more fully described in the respective deeds:

Grantee	Property Conveyed	In Accordance With
Board of Education, Anne Arundel County	2.60± acres of excess land adjacent to Md. Route 2 between Mt. Zion and the Calvert County line, former Genevieve Bohland property, R/W Item 39433, Contract AA-488-1-520	Negotiations with Board of Education of Anne Arundel County to provide excess land to replace portion of school property taken for highway, R/W Item 39452, Contract AA-488-1-520
John D. Kohler and Eleanor D., wife	0.12± acre of excess land of former James D. DeMarr, et ux, property, R/W Item 37268, Contract M-512-5-320	SRC action 1/19/60
State Road Commission of West Virginia	1.20± acres of excess land and roadbed of former Washington & Berkeley Bridge Company property located on west side of Potomac River opposite Williamsport, Maryland, in Berkeley County, West Virginia, occupied by U. S. Route 11	Agreement with State Road Commission of West Virginia, 2/18/60

WILLIAMSPORT BRIDGE

Copy: Mr. L. C. Moser (5)
Mr. C. E. Wyant, Jr.
Board of Public Works of Md.
Secretary's File (3)
Contract File (2)
SRC-West Virginia

Secretary's File
No. 34009

THIS DEED, Made this 15th day of March in the year 1960, by and between the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the first part; and J. Millard Tawes, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland and Hooper S. Miles, Treasurer of Maryland, constituting the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part; hereinafter sometimes called the "GRANTORS"; and the STATE ROAD COMMISSION OF WEST VIRGINIA, a corporation, party of the third part; hereinafter sometimes called the "GRANTEE".

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 Berkeley County, State of West Virginia, and

WHEREAS, the State Roads Commission has agreed, for good and valuable considerations, to convey unto the "GRANTEE" 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 the State Road Commission of West Virginia, its successors and assigns, all right title and interest of the State Roads Commission and the State of Maryland, in and to all of the following described lot or parcel of land, situate, lying and being in Berkeley County, State of West Virginia, and described

as follows, to wit:—

BEGINNING for the same at a point in the Centerline of the Martinsburg Pike known as U. S. Route number 11 leading from Martinsburg in the State of West Virginia toward Williamsport in the State of Maryland said point of beginning being situated approximately 453.00 Ft.± from the low water mark of the West side of the Potomac River said point of beginning being also situated 293.00 Ft.± in a Westerly direction from the Centerline of the West abutment of the bridge formerly owned by the Washington and Berkeley Bridge Company a corporation now the property of the State of Maryland to the use of the State Roads Commission of Maryland said distance being measured along the Centerline of the aforementioned Centerline of the Existing U. S. Route number 11 running thence in a Northerly direction 40.00 Ft. measured radially from said point of beginning to the Northernmost limit of said property of the State of Maryland running thence and binding on said Northernmost limits of said property by a curve to the right having a radius of 1,080 Ft. for a distance of 230.00 Ft.± to the P. T. of the aforementioned curve thence leaving said curve by a straight line 40.00 Ft. distant and parallel to the aforementioned Centerline of the U. S. Route number 11, 223.00 Ft.± to intersect the low water mark of the West side of the Potomac River running thence and binding on a part of said low water mark of the Potomac River in a Southerly direction 65.00 Ft.± to the Southernmost limits of the aforementioned property of the State of Maryland running thence and binding on the aforesaid Southernmost limits of said property in a Westerly direction 418.00 Ft.± to intersect the Western limits of the property of the State of Maryland running thence and binding on a part of said Western limits of said property in a Northerly direction 130.00 Ft. to the place of beginning

CONTAINING 1.20 ACRES PLUS OR MINUS

BEING a part or parts of that tract of land which by deed dated December 16, 1954 and recorded among the Land Records of Washington County in Liber 199, Folio 135 was conveyed from the Washington and Berkeley Bridge

Company, a Corporation to the State of Maryland to the use of the State Roads Commission of Maryland.

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 hold 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, including bridge structure thereon.

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, the State Road Commission of West Virginia, its successors and assigns, in fee simple.

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

ATTEST:—

STATE ROADS COMMISSION OF MARYLAND

C. R. Pease
Secretary

By: .....(SEAL)
John B. Funk
Chairman and Director of Highways
for the State of Maryland

Approved as to Form
and Legal Sufficiency

Special Attorney

Concurred in by

Chief Right of Way Engineer

ATTEST:--

(Sgd) .....(SEAL)
J. Millard Tawes--Governor of Maryland

(Sgd) .....
Andrew Heubeck, Jr.
Secretary

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

.....(SEAL)
Hooper S. Miles--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 .....15th..... day of .....MARCH..... in the year .....1960....., before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John B. Funk, Chairman and Director of Highways for the State of Maryland and acknowledged the foregoing 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.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

.....Harry G. Stark.....
Notary Public

My Commission expires .....May 1961.....

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this .....24th..... day of .....March..... in the year .....1960....., before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

J. Millard Tawes--Governor of Maryland
Louis L. Goldstein--Comptroller of Maryland and
Hooper S. Miles--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

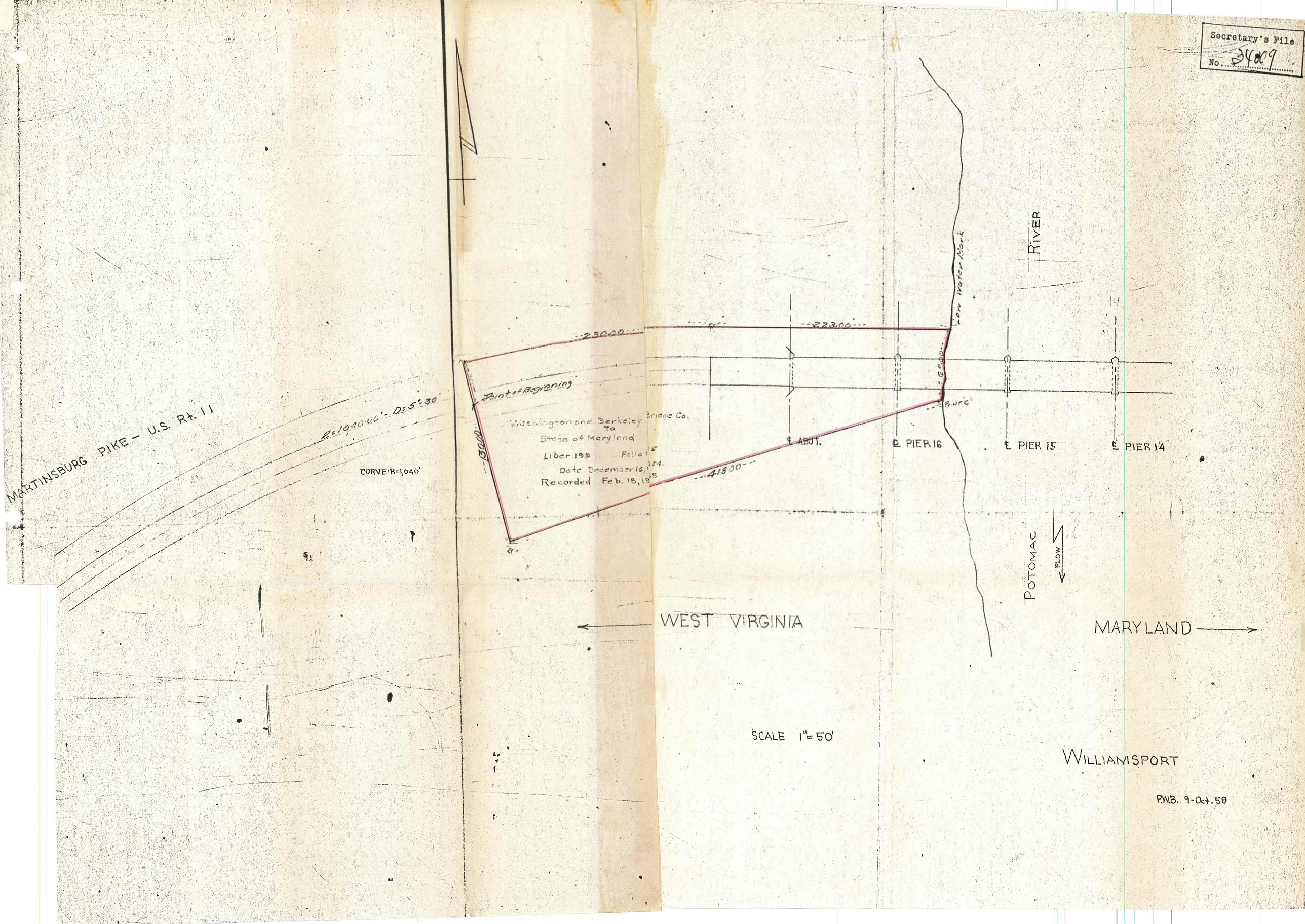
Maryland.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY SEAL

(Sgd) Andrew Hancock Jr.
.....
Notary Public

My Commission expires ...Dec. 1, 1961.....



WASHINGTON COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 2, 1960
***

In connection with agreement, dated June 25, 1959, by and among the State Roads Commission of Maryland, the City of Hagerstown, Maryland, The Pennsylvania Railroad Company and the Western Maryland Railway Company, relative to the construction of a new thoroughfare, generally known as Foundry Street Extended and/or North-South Boulevard, from Church Street northward to Pennsylvania Avenue in Hagerstown, Maryland, in accordance with the terms and conditions more fully set forth therein, executed by Chairman and Director Funk on July 27, 1959, by letter dated January 12, 1960 from Mayor Winslow F. Burhans to Mr. Funk, the City requested that the Right of Way Division of the State Roads Commission take over and acquire the right of way for said project, it being understood, of course, that all costs in connection therewith will be borne by the City of Hagerstown. The City also requested that the Commission program this right of way acquisition for Federal participation.

To formalize the agreement between the City of Hagerstown and the Commission, relative to right of way acquisition, the City of Hagerstown, under date of February 4, 1960 adopted two resolutions, the "First Resolution" to authorize and allow the State Roads Commission of Maryland to construct the North-South Boulevard (Burhans Boulevard) from Church Street to Pennsylvania Avenue, including the acquisition of the required right of way, and the "Second Resolution" to accept said street from the State Roads Commission upon the completion of right of way acquisition and construction thereof, which were submitted to the Commission by Right of Way Division Chief Moser with letter dated February 17, 1960, together with resolution, previously reviewed by the Legal Department and approved as to form and legal sufficiency by Special Attorney C. C. Seymour, for adoption by the Commission.

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

WHEREAS, the Mayor and Council of the City of Hagerstown, in the interest of public health, safety and welfare, did on February 4, 1960, pass a resolution authorizing the State Roads Commission of Maryland to construct the North-South Boulevard (Burhans Boulevard) from Church Street to Pennsylvania Avenue in Hagerstown, and to acquire the required right of way; said section of North-South Boulevard (Burhans Boulevard) being more particularly shown on City of Hagerstown plats designated as numbers 75-107-02, 75-107-03, 75-107-04, 75-108-05, 75-113-02, 75-113-03, 75-113-04, 75-113-05, 75-113-06 and 75-114-02-A, and

WHEREAS, by the aforegoing resolution, said Mayor and Council of the City of Hagerstown transferred and conveyed the above described section of North-South Boulevard (Burhans Boulevard) to the State Roads Commission of Maryland; the same to henceforth have the status of a State Road.

NOW, THEREFORE, BE IT RESOLVED, that the State Roads Commission of Maryland hereby formally accepts the transfer and conveyance of the above described section of the North-South Boulevard (Burhans Boulevard); the same to henceforth have the status of a State Road, including

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, MARCH 2, 1960

***

In connection with agreement, dated June 25, 1959, by and among the State Roads Commission of Maryland, the City of Hagerstown, Maryland, the Pennsylvania Railroad Company and the Western Maryland Railway Company, relative to the construction of a new thoroughfare, generally known as Foundry Street Extended and/or North-South Boulevard, from Church Street northward to Pennsylvania Avenue in Hagerstown, Maryland, in accordance with the terms and conditions more fully set forth therein, executed by Chairman and Director Funk on July 27, 1959, by letter dated January 12, 1960 from Mayor Winslow F. Trueman to Mr. Funk, the City requested that the right of way Division of the State Roads Commission take over and acquire the rights of way for said project, it being understood, of course, that all costs in connection therewith will be borne by the City of Hagerstown. The City also requested that the Commission procure this right of way acquisition for Federal participation.

To formalize the agreement between the City of Hagerstown and the Commission, relative to rights of way acquisition, the City of Hagerstown, under date of February 4, 1960 adopted the resolution, the "First Resolution" to authorize and allow the State Roads Commission of Maryland to construct the North-South Boulevard (Burhans Boulevard) from Church Street to Pennsylvania Avenue, including the acquisition of the required right of way, and the "second Resolution" to accept said street from the State Roads Commission, upon the completion of rights of way acquisition and construction thereof, which were submitted to the Commission by Right of Way Division Mayer with letter dated February 17, 1960, together with resolution, previously reviewed by the Legal Department and approved as to form and legal sufficiency by special Attorney R. C. Seymour, for adoption by the Commission.

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

WHEREAS, the Mayor and Council of the City of Hagerstown, in the interest of public health, safety and welfare, did on February 4, 1960, pass a resolution authorizing the State Roads Commission of Maryland to construct the North-South Boulevard (Burhans Boulevard) from Church Street to Pennsylvania Avenue in Hagerstown, and to acquire the required rights of way; said section of North-South Boulevard (Burhans Boulevard) being more particularly shown on City of Hagerstown plats designated as numbers 73-107-02A, 73-107-03, 73-107-06, 73-108-06, 73-113-02, 73-113-03, 73-113-06, 73-113-08, 73-114-03 and 73-114-07-A, and

WHEREAS, by the aforesaid resolution, said Mayor and Council of the City of Hagerstown transferred and conveyed the above described section of North-and Boulevard (Burhans Boulevard) to the State Roads Commission of Maryland; the same to henceforth have the status of a State road.

NOW, THEREFORE, BE IT RESOLVED, that the State Roads Commission of Maryland hereby formally accepts the transfer and conveyance of the above described section of the North-South Boulevard (Burhans Boulevard); the same to henceforth have the status of a State road, including

the authorization of the Mayor and Council of the City of Hagerstown to acquire the necessary right of way and for the construction thereof.

BE IT FURTHER RESOLVED, that the aforegoing transfer and authority is hereby accepted with the understanding that pursuant to these resolutions the Mayor and Council of the City of Hagerstown reimburse the State Roads Commission for all costs in connection with the acquisition of the right of way.

Copy:
Mr. A. S. Gordon (2)
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. J. D. Bushby (2)
Mr. R. J. Hajzyk
Mr. H. C. Bowers
Mr. C. L. Wannen
Mr. J. E. Gerick
Mr. Charles Lee
Mr. A. L. Grubb (4)
Mr. H. G. Downs (4)
Mr. W. A. Jordan (2)
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. F. P. Scrivener
Mr. F. V. Dreyer
Mr. W. A. Friend
Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser (2)
Records & Research Section, R/W Div.
Secretary's File #32321
Secretary's File
City of Hagerstown (3 Certified)
SRC-Washington County
Contract W-482-2-615;FAP#UG-258(4)

WASHINGTON COUNTY
Mr Cassell

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
FRIDAY, OCTOBER 9, 1959
***

On recommendation of Engineer, Contracts and Federal Aid Linville for Chief Engineer Pritchett, in letter dated October 8, 1959, Chairman and Director Funk executed agreement, in duplicate, dated October 9, 1959, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein called "State," party of the first part, and The Western Maryland Railway Company, party of the second part, therein called "Railway," said agreement having previously been executed on the part of the Railway, approved by Chief Engineer Pritchett, and approved as to form and legal sufficiency by Special Attorney C. C. Seymour.

Said agreement provides for the installation and maintenance of flashing light signals and crossing gates of the automatic electric type at the railroad grade crossing at the following location in Washington County:

Location	County	Route	Federal-Aid Project No.
Charlton	Washington	County Road No. 356	SG-590(1)

Copy: Mr. N. M. Pritchett
Mr. G. B. Chaires (2)
Mr. G. E. Geary (2)
Mr. G. N. Lewis, Jr. (8)
Mr. H. G. Downs
Mr. C. S. Linville
Mr. H. C. Bowers
Mr. C. L. Wannen
Major G. E. Davidson (2)
Md. Traffic Safety Commission
Secretary's File
SRC-Washington County
Contract W-461-617;FAP#SG-590(1)

MEMORANDUM OF ACTION OF STATE ROAD COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
PRINT, OCTOBER 9, 1959
***

On recommendation of Engineer, Contracts and Federal Aid Lawyille for Chief Engineer Pritchett, in letter dated October 6, 1959, Chairman and Director Funk executed agreement, in duplicate, dated October 9, 1959, by and between the State Roads Commission of Maryland, acting for the State of Maryland, thereon called "State," party of the first part, and The Western Maryland Railway Company, party of the second part, thereon called "Railway," said agreement having previously been executed on the part of the Railway, approved by Chief Engineer Pritchett, and approved as to form and legal sufficiency by Special Attorney C. G. Seymour.

Said agreement provides for the installation and maintenance of flashing light signals and crossing gates at the automatic electric type at the railroad grade crossing at the following location in Washington County:

Location	County	Route	Federal-Aid Project No.
Smarties	Washington	County Road	SC-290(1)

Copys Mr. H. M. Pritchett
Mr. C. S. Charles (2)
Mr. G. E. Carey (2)
Mr. C. H. Davis, Jr. (2)
Mr. H. G. Deems
Mr. C. S. Linville
Mr. H. C. Downs
Mr. C. L. Yarmen
Major G. R. Davidson (2)
Md. Traffic Safety Commission
Secretary's File
SRC-Washington County
Contract C-A61-617;FAPRSC-290(1)

WASHINGTON COUNTY

FILE

MEMORANDUM OF ACTION OF STATE ROADS COMMISSION OF MARYLAND
BY CHAIRMAN AND DIRECTOR JOHN B. FUNK
MONDAY, JULY 27, 1959
* * *

On recommendation of Chief Engineer Pritchett in letter of July 24, 1959, Chairman and Director Funk executed agreement in quadruplicate, dated June 25, 1959, by and among the State Roads Commission of Maryland, therein called "Commission," the City of Hagerstown, Maryland, therein called "City," The Pennsylvania Railroad Company, a Pennsylvania corporation, therein called "Pennsylvania Company," and Western Maryland Railway Company, a Maryland corporation, therein called "Maryland Company," relative to the construction of a new thoroughfare, generally known as Foundry Street Extended and/or North-South Boulevard, from Church Street northward to Pennsylvania Avenue in Hagerstown, Maryland, in accordance with the terms and conditions more fully set forth therein.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. G. E. Geary (2)
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
Mr. H. G. Downs (4)
Mr. W. A. Jordan
Mr. M. D. Philpot (2)
Mr. C. S. Linville
Mr. F. P. Scrivener
Mr. G. B. Chaires
Mr. H. C. Bowers
Mr. L. C. Moser (2)
Mr. G. N. Lewis, Jr. (8)
Secretary's File
SRC-Washington County
Contract W-482-2-615

Washington Co.

EXCERPT FROM MINUTES OF MEETINGS OF THE STATE ROADS COMMISSION
THURSDAY, MARCH 20, 1958

Present: Mr. Robert O. Bonnell, Chairman and Mr. John J. McMullen

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

WHEREAS, under the provisions of Chapter 276 of the Acts of the General Assembly of Maryland of 1953, the State Roads Commission was authorized to acqire by purchase or condemnation the Williamsport Bridge across the Potomac River between Williamsport, Maryland and Berkeley County, West Virginia, and

WHEREAS, under the provisions of said Act the Commission was authorized to improve and collect tolls for the use thereof until such time as an amount equal to the cost of acquiring said bridge and cost of maintaining same had been collected, and

WHEREAS: the Act further provides that the bridge shall become a free bridge when the abovementioned amounts have been collected from the payment of tolls, and

WHEREAS: the State Roads Commission has determined that on March 31, 1958, it will have collected sufficient sums from the collection of tolls to pay for the cost of acquiring and maintaining said bridge as provided by said Act.

NOW, THEREFORE, BE IT RESOLVED BY THE STATE ROADS COMMISSION OF MARYLAND, That the bridge across the Potomac River between Williamsport, Maryland, and Berkeley County, West Virginia, shall, as of midnight March 31, 1958, become a free bridge and tolls shall cease to be collected for the use thereof.

Copies to: Messrs. O'Donnell, Pritchett, Hopkins, Goldeisen Shure, Grubb, Kempter, Chaires, Wannen and Lewis

TICKET FROM HUNTER OF DEPUTIES OF THE STATE ROADS COMMISSION
THURSDAY, MARCH 22, 1956

Present: Mr. Robert S. Sowell, Chairman and Mr. John A. Kendlen

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

WHEREAS, under the provisions of Chapter 215 of the Acts of the General Assembly of Virginia of 1950, the State Roads Commission was authorized to acquire by purchase or condemnation the Williamsport Bridge across the Potomac River between Williamsport, Maryland and Berkeley County, West Virginia, and

WHEREAS, under the provisions of said Act the Commission was authorized to impose and collect tolls for the use thereof until such time as an amount equal to the cost of acquiring said bridge and cost of maintaining same had been collected; and

WHEREAS, the Act further provides that the bridge shall become a free bridge when the aforementioned amount have been collected from the payment of tolls; and

WHEREAS, the State Roads Commission has determined that on March 31, 1956, it will have collected sufficient funds from the collection of tolls to pay for the cost of acquiring and maintaining said bridge as provided by said Act.

NOW, THEREFORE, BE IT RESOLVED BY THE STATE ROADS COMMISSION OF MARYLAND, that the bridge across the Potomac River between Williamsport, Maryland, and Berkeley County, West Virginia, shall, as of midnight March 31, 1956, become a free bridge and tolls shall cease to be collected for the use thereof.

Copies to: Messrs. D'Emmert, Pritchard, Hawkins, Goldsborough
Hawes, Curry, Bergner, Charles, Yeager
and Lewis

Washington County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JANUARY 29, 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 January 20, 1958, the Commission executed agreement, in duplicate, dated January 29, 1958, by and between the State Roads Commission of Maryland, acting for and in behalf of the State of Maryland, party of the first part, therein sometimes called "State", and The Western Maryland Railway Company, party of the second part, therein sometimes called "Railway", wherein the Railway, insofar as it has a legal right and its present title permits, grants, subject to the terms, limitations and agreements therein set forth, unto the State, the right, liberty and privilege of constructing, establishing, maintaining and renewing an overhead new highway bridge, approaches and appurtenances to carry Maryland Route No. 63 over the tracks and right of way of the Railway, said overhead bridge to be located approximately 1,300 feet West of present grade crossing near Kemps Mill, North of Williamsport, in Washington County, Maryland, at State Roads Commission Station 49+66.41; and in connection therewith, to eliminate the aforesaid present grade crossing as a public highway by abandoning and barricading same.

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

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. G. B. Chaires (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
SRC-Washington County
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
Secretary's File

WASHINGTON COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
MONDAY, DECEMBER 30, 1957
****

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

On recommendation of Chief Engineer Pritchett, as set forth in his letter of December 30, 1957, 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 Washington County.

Final estimate of $16,635.49 for completion of grading drainage and surfacing of a section of Marsh Pike from Md. Rte. 60 north through Paramount to the Lehman Mill Road in the village of Reid, for a distance of 3.05 miles, our Contract W-462-617; FAP #8-652 (1), H. D. Plummer & Sons, contractor. The contract for this work was awarded November 29, 1956 and was completed October 30, 1957. The total amount of this contract is $170,307.59.

Copy: Messrs Pritchett, Hopkins, Goldeisen, Morison, Chaires, DiDomenico, Scrivener, Wannen, Clawson, Lewis, Robins, Shure, Bowers.
Co. Commrs. of Wash. Co.
SRC-Washington County
Contract W-462-617; FAP #8-652 (2)

— WASHINGTON COUNTY —

COPY

STATE ROADS COMMISSION
DISTRICT NO. 6
P. O. BOX 450
CUMBERLAND, MARYLAND

State Roads Commission
TRAFFIC DIVISION
DEC 23 1957
Geo. N. Lewis, Jr.
Director

W-449-5-620

W-449-5-620

December 19, 1957

Re: Contract W-449-5-620
Myersville Crossroad
U. S. Route 40

Richard F. Eliee
P. O. Box 605
Frederick, Maryland

Dear Sir:

The final inspection was made of the above project this past Tuesday, December 17, and we are accepting this project as having been completed at the end of that date and are taking it over for maintenance.

Very truly yours,

District Engineer

O'Hanne

CC: State Roads Commission
Mr. Norman Pritchett, Chief Engr.
Mr. Gordt Gulbelsen, Director of Hwy. Const.
Mr. F. A. Morison, Director of Hwy. Maint.
Mr. W. E. Puckett, Const. Engr.
Mr. F. P. Scrivener, Maint. Engr.
Mr. C. H. Clemm, Engr. of Road Design
Mr. G. N. Lewis, Jr., Director of Traffic Div.
Mr. R. C. Hebbs, Jr., Asst. Hwy. Engr.
Mr. C. T. LaFleur, Director of Public Relations

Mod

WASH. Co.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. F. P. Scrivener
Mr. A. F. Shure
Mr. G. B. Chaires (2)
Mr. C. L. Wannen
Mr. A. F. DiDomenico

Minutes

Mr. G. N. Lewis, Jr. (8)
Mr. L. C. Moser
Mr. F. V. Dreyer
Mr. C. W. Clawson (4)
Mr. A. L. Grubb (2)
Secretary's File
SRC-Washington County
Contract W-441-2-620

State Roads Commission
TRAFFIC DIVISION
SEP 6 1957
Geo. N. Lewis, Jr.
Director

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 4, 1957
***

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

On recommendation of Chief Engineer Pritchett, the Commission executed duplicate copies of agreement, dated September 4, 1957, by and between the State Roads Commission of Maryland, acting for the State of Maryland, therein sometimes called the "State", party of the first part, and The Baltimore and Ohio Railroad Company, therein sometimes called the "Railroad", party of the second part, in connection with a new grade crossing over the Railroad's Washington County Branch at Valuation Station 673+12.1 required by relocation of Route No. 34 through the Town of Keedysville approximately 1100 ft. North of existing crossing, under Contract W-441-2-620, and wherein the parties thereto agree as follows:

"Section 1 - The Railroad agrees to permit the State to construct the relocated Route 34 across its property and track at grade without cost to the Railroad.

Section 2 - The Railroad hereby grants to the State, without charge insofar as it has the right so to do, an easement 68 ft. in width, 34 ft. on each side of the State's center line of relocated Route 34, across Railroad's property for maintenance of highway and grade crossing.

Section 3 - The Railroad agrees to perform, at the expense of the State, all work involved in the construction of grade crossing and flashlight protection for relocated Route 34 estimated to cost as follows:

1 - Standard Timber and Macadam Crossing 52 ft. in length	$ 1,300.
2 - Flashlight Signals	9,500.
3 - Pole Line Changes	1,000.
4 - Insurance	335.
5 - Engineering	200.
TOTAL.	$ 12,335.

It is understood that the actual cost of work performed by the Railroad will be billed to the State.

Section 4 - The State will perform all work required in the construction of Relocated Route 34, except work to be performed by Railroad under Section 3 herein, which shall include drainage and ditch on Railroad property shown on Railroad's Drawing No. D. E. 2396, attached hereto and made a part hereof.

Copy: Mr. R. E. Pritchett.
Mr. R. L. Hopkins
Mr. R. A. Perkins
Mr. G. A. Goldstein
Mr. F. T. Sorkvenor
Mr. A. T. Evans
Mr. G. E. Jeffers (2)
Mr. C. L. Weaver
Mr. [illegible]. Ottenstein
Mr. G. H. Davis, Jr. (3)
Mr. L. G. Moser
Mr. F. V. Dreyer
Mr. G. W. Clawson (4)
Mr. A. L. Grubb (2)
Secretary's File
Sub- Arlington County
Contract 4-144-2-690

EXCERPT FROM MINUTES OF MEETING OF THE STATE HIGHWAY COMMISSION
WEDNESDAY, SEPTEMBER 4, 1957
***

Present: Mr. Robert G. Connell, Chairman, Member Edgar T. Bennett and Mr. John S. Mallon.

On recommendation of Chief Engineer Pritchett, the Commission executed duplicate copies of Agreement, dated September 4, 1957, by and between the State Highway Commission of Virginia, acting for the State of Virginia, thereinafter sometimes called the "State", party of the first part, and the Baltimore and Ohio Railroad Company, thereinafter sometimes called the "Railroad", party of the second part, in connection with a new grade crossing over the railroad's Washington County branch at Valentine Station 6239+1211 required by relocation of Route 34, 3L through the town of Keedysville approximately 1100 ft. North of existing crossing, under Contract 4-144-2-690, and wherein the parties hereto agree as follows:

"Section 1 - The Railroad agrees to permit the State to construct the relocated Route 34 across its property and track at grade without cost to the Railroad.

Section 2 - The Railroad hereby grants to the State, without charge therefor, as it has the right so to do, an easement 55 ft. in width, 34 ft. on each side of the State's center line of relocated Route 34, across Railroad's property for maintenance of highway and grade crossing.

Section 3 - The Railroad agrees to perform, at the expense of the State, all work involved in the construction of grade crossing and flashlight protection for relocated Route 34 estimated to cost as follows:

1 - Standard Timber and Macadam Crossing 52 ft. in length	$ 1,200.
2 - Flashlight Signals	2,400.
3 - Pole Line Changes	1,000.
4 - Insurance	135.
5 - Engineering	200.
TOTAL	$4,935.

It is understood that the actual cost of work performed by the Railroad will be billed to the State.

Section 4 - The State will perform all work required in the construction of relocated Route 34, except work to be performed by Railroad under section 3 hereof, which shall include grading and ballast on Railroad property where on Baltimore Insurance Co. R. W. 23[illegible], attached hereto and made a part hereof.

Section 5 - Upon completion of the relocated highway Route 34, the State shall maintain all highway facilities at no cost to the Railroad. The Railroad agrees to maintain the grade crossing and flashlight protection at the expense of the State.

Section 6 - In the event this grade crossing is eliminated in the future, the cost involved shall be borne by the State.

Section 7 - This agreement shall inure to and be binding upon the parties hereto, their successors and assigns."

The said agreement had previously been approved as to form and legal sufficiency by Special Attorney F. A. Puderbaugh, and will be transmitted to Mr. C. L. Kroll, Regional Engineer of The Baltimore and Ohio Railroad, for execution on its part and the subsequent return to the Commission of a completely executed copy for its file.

WASHINGTON COUNTY

At the regular meeting of the State Roads of Maryland, held at the office of the Commission in Baltimore, Maryland, on August 22, 1957, upon motion duly made and seconded, the following resolution was adopted.

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

WHEREAS, it has been agreed that the following described road(s) shall hereafter be under the jurisdiction of the designated County for maintenance purposes, subject to the continuance in effect of any controls of access which may have been established by the State Roads Commission for the protection of the traveling public and which may be shown and/or designated on the State Roads Commission Plat Numbers, hereinafter mentioned; NOW, THEREFORE

BE IT RESOLVED by the State Roads Commission of Maryland that the following described section(s) of State Highway, located in Washington County, Maryland, be, and it is, (and they are,) hereby transferred to the Governing Body of Washington County for maintenance purposes, subject to the continuance in effect of the controls relating to access, as designated on the following Plat(s).

Former Route Nos.	From	To	Length	SRC Plat Nos
11	A point 100 feet South of Showalter Road (Survey Station 132+85)	The Maryland-Pennsylvania Line (Survey Station 202+02)	1.31 Miles	323 324 325

ATTEST:

(Sgd.) C. R. Pease
C. R. Pease, Secretary

STATE ROADS COMMISSION OF MARYLAND

By (Sgd.) Robt. O. Bonnell
Robert O. Bonnell, Chairman

* *

At the regular meeting of the Governing Body of Washington County, Maryland, held at its office on August 27, 1957 , upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, the State Roads Commission, at its meeting held on AUG 22 1957, did formally transfer to this County, for maintenance purposes, and subject to the continuance in effect of the controls of access shown and/or designated on the hereinbefore mentioned Plat(s), the State Road(s) described in the foregoing section of their resolution, bearing the said date, and the Governing Body is willing to accept the aforesaid road(s) into the County Road System, for maintenance purposes; NOW, THEREFORE,

At the regular meeting of the State Roads of Maryland, held at the office of the Commission in Baltimore, Maryland, on August 12, 1927, upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, under authority contained in Section 82 of Article 89B of the Annotated Code of Maryland, the State Roads Commission of Maryland is empowered to transfer state highways, or portions thereof, to the governing bodies of the several counties of Maryland, for maintenance purposes; and

WHEREAS, it has been agreed that the following described road(s) shall hereafter be under the jurisdiction of the designated county for maintenance purposes, subject to the conditions in effect or any contracts of agency which may have been established by the State Roads Commission for the protection of the travelling public and which may be given and/or designated on the State Roads Commission Plat Records, hereinafter mentioned, NOW, THEREFORE

BE IT RESOLVED by the State Roads Commission of Maryland that the following described road(s) or State Highway, located in Washington County, Maryland, be, and it is, (and they are,) hereby transferred to the Governing Body of Washington County for maintenance purposes, subject to the conditions in effect of the contracts relating to agency, as designated on the following plat(s),

Survey Route No.	From	To	Length	Remarks
11	A point 100 feet South of Cannaday Road (Survey Station 1324+00)	The Maryland-Pennsylvania Line (Survey Station 2024+00)	4.17 Miles	

ATTEST:

STATE ROADS COMMISSION OF MARYLAND

(Sgd.) G. R. Freeze
G. R. Freeze, Secretary

By (Sgd.) John S. Pennell
Robert S. Donnell, Chairman

* *

At the regular meeting of the Governing Body of Washington County, Maryland, held at the office on August 23, 1927, upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, the State Roads Commission, at its meeting held on [illegible] 1927, [illegible] transfer to this county, for maintenance purposes, and subject to the conditions in effect or the contracts of agency [illegible] for department by the particulars mentioned Plat(s), the State Road(s) described in the resolution of their tenor and [illegible], hereinafter the said date, and the Governing Body is willing to accept the aforesaid road(s) into the county road system, for maintenance purposes, NOW, THEREFORE,

WASHINGTON COUNTY

2.

BE IT RESOLVED by the Governing Body of Washington County, Maryland, that the foregoing road(s), transferred by the State Roads Commission of Maryland to this County by virtue of the resolution adopted by the State Roads Commission on AUG 22 1957, be, and it is, (and they are,) hereby accepted into the County Road System of this County.

ATTEST:

COUNTY COMMISSIONERS OF

WASHINGTON COUNTY, MARYLAND

(Sgd.) Hubert P. Stine

Chief Clerk to the Board of County Commissioners

By (Sgd.) Chester H. Delphey

President

2.

WHEREAS, by the Governing Body of Washington County, Maryland, that the foregoing road(s), transferred by the State Roads Commission of Maryland to this County by virtue of the resolution adopted by the State Roads Commission on April 22 1957, be, and is is, (and they are,) hereby accepted into the County Road System of this County.

ATTEST:

COUNTY COMMISSIONERS OF

WASHINGTON COUNTY, MARYLAND

[Sgd.] Robert P. Stake

Clerk to the Board of County Commissioners

By [Sgd.] Chandler E. Leighty

President

WASHINGTON COUNTY

At the regular meeting of the State Roads of Maryland, held at the office of the Commission in Baltimore, Maryland, on August 22, 1957, upon motion duly made and seconded, the following resolution was adopted.

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

WHEREAS, it has been agreed that the following described road(s) shall hereafter be under the jurisdiction of the designated County for maintenance purposes, subject to the continuance in effect of any controls of access which may have been established by the State Roads Commission for the protection of the traveling public and which may be shown and/or designated on the State Roads Commission Plat Numbers, hereinafter mentioned; NOW, THEREFORE

BE IT RESOLVED by the State Roads Commission of Maryland that the following described section(s) of State Highway, located in Washington County, Maryland, be, and it is, (and they are,) hereby transferred to the Governing Body of Washington County for maintenance purposes, subject to the continuance in effect of the controls relating to access, as designated on the following Plat(s).

Former Route Nos.	From	To	Length	SRC Plat Nos
11	A point 100 feet South of Showalter Road (Survey Station 132+85)	The Maryland-Pennsylvania Line (Survey Station 202+02)	1.31 Miles	323 324 325

ATTEST:

(Sgd.) C. R. Pease
C. R. Pease, Secretary

STATE ROADS COMMISSION OF MARYLAND

By (Sgd.) Robt. O. Bonnell
Robert O. Bonnell, Chairman

* *

At the regular meeting of the Governing Body of Washington County, Maryland, held at its office on August 27, 1957 , upon motion duly made and seconded, the following resolution was adopted.

WHEREAS, the State Roads Commission, at its meeting held on AUG 22 1957, did formally transfer to this County, for maintenance purposes, and subject to the continuance in effect of the controls of access shown and/or designated on the hereinbefore mentioned Plat(s), the State Road(s) described in the foregoing section of their resolution, bearing the said date, and the Governing Body is willing to accept the aforesaid road(s) into the County Road System, for maintenance purposes; NOW, THEREFORE,

WASHINGTON COUNTY

2.

BE IT RESOLVED by the Governing Body of Washington County, Maryland, that the foregoing road(s), transferred by the State Roads Commission of Maryland to this County by virtue of the resolution adopted by the State Roads Commission on AUG 22 1957, be, and it is, (and they are,) hereby accepted into the County Road System of this County.

COUNTY COMMISSIONERS OF

WASHINGTON COUNTY, MARYLAND

ATTEST:

(Sgd.) Hubert P. Stine

Chief Clerk to the Board of County Commissioners

By (Sgd.) Chester H. Delphey

President

WASHINGTON COUNTY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 27, 1957
***

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 20, 1957, the Commission approved the transfer from the State Roads System to the Municipal Street System of the Town of Sharpsburg in Washington County, Maryland, of a section of State highway or street, formerly designated as Md. Route 65, (said section of Md. Route 65 being that portion from the south side of Md. Route 34 to the southern limits of Sharpsburg), upon completion of construction of a new reinforced concrete bridge or culvert (and stream change) to replace two existing pipe culverts, in accordance with a resolution adopted by the Mayor and Council of Sharpsburg, Maryland, at their regular meeting on March 15, 1957, reading in part as follows:

> "NOW, THEREFORE, it is hereby resolved and agreed by the Mayor and Council of Sharpsburg in Washington County, Maryland, that upon completion, by Commission of aforesaid new bridge (or culvert), said Mayor and Council will accept ownership thereof and be responsible for aforementioned section of Maryland Route 65, and will reimburse Commission for all costs of the Right of Way required for the improvement."

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. C. A. Goldeisen
Mr. P. A. Morison
Mr. G. B. Chaires (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
Mr. A. L. Grubb (4)
Mayor & Council of Sharpsburg
Secretary's File #24278
SRC-Washington County

Co. 258-

Washington County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 13, 1957
***

Mr. Cassell

U.S. 11

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

On recommendation of Chief Engineer Pritchett in letter of March 7, 1957, the Commission executed Grant and Agreement, in duplicate, dated January 11, 1957, by and between The Pennsylvania Railroad Company, a body corporate, party of the first part, therein sometimes called "Railroad", and the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, party of the second part, therein sometimes called "State", wherein the Railroad insofar as it has a legal right and its present title permits, grants, subject to the terms, limitations, covenants and agreements therein set forth, unto the State, its successors and assigns, the right, liberty and privilege of constructing, establishing, maintaining, repairing and renewing an overhead bridge to carry the proposed new highway, to be known as the Hagerstown By-Pass, over the tracks and right-of-way of the Cumberland Valley Branch of the Railroad at Highway Station 388+80.62, which is 397.29 feet south of Railroad Mile Post No. 72, north of the City of Hagerstown in Washington County, Maryland, as shown on Plans and Specifications made a part thereof by reference, Contract W-446-6-620, to be paid for by the State inasmuch as no benefits accrue to the Railroad as a result of the contemplated construction.

Said Grant and Agreement had previously been executed by the Railroad and approved as to form and legal sufficiency by Special Attorney Earl I. Rosenthal.

Copy: Mr. N. M. Pritchett
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. G. B. Chaires (2)
Mr. A. F. DiDomenico
Mr. C. L. Wannen
Mr. A. L. Grubb (4)
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-Washington County
Contract W-446-6-620

CONTRACT W-446-6-620

WASHINGTON Co
WASHINGTON Co.

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.

On recommendation of Chief Engineer Pritchett in letter dated February 13, 1957, the Commission executed duplicate copies of an agreement dated February 20, 1957, by and between the State Roads Commission, acting for and on behalf of the State of Maryland, therein called "State", party of the first part, and Norfolk and Western Railway Company, a corporation duly incorporated under the laws of the State of Virginia, therein called "Railroad", party of the second part, said agreement having previously been executed on behalf of the Norfolk and Western Railway Company by H. C. Wyatt, and approved as to form and legal sufficiency by Special Attorney Frederick A.Puderbaugh.

The said agreement provides for the installation and maintenance of flashing-light signals of the automatic electric type at the railroad grade crossings at the following locations in Washington County:

Location	Route	RR Mile Post	Federal Proj. No.
Spielman	State Rte.#63	H-7 Plus 4460	SG-406 (2)
St. James	State Rte.#68	H-5 Plus 3649	SG-407 (3)
N. of Antietam	County Road	H-12 Plus 3472	SG-409 (2)
S. of Grimes	County Road	H-10 Plus 2957	SG-410 (2)

and shall supercede and replace the agreement, dated September 24, 1936, by the State Roads Commission of Maryland and Norfolk and Western Railway Company.

Copy: Mr. N. M. Pritchett
Mr. P. A. Morison (2)
Mr. G. B. Chaires (2)
Mr. G. N. Lewis, Jr.(8)
Mr. C. W. Clawson
Mr. H. C. Bowers
Mr. A. F. Shure
Mr. C. L. Wannen
Major W. H. Weber (2)
Md. Traffic Safety Comm.
Secretary's File (Flashing Lt. Signals)
SRC-Washington County

WASHINGTON Co.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, FEBRUARY 6, 1957
****

Present: Senator Edgar T. Bennett and Mr. John J. McMullen

Pursuant to its action of October 18, 1956, on recommendation of Chief Engineer Pritchett in letter dated February 1, 1957, the Commission executed deed, in duplicate, dated February 6, 1957, by which it conveys, subject to approval of the Board of Public Works of Maryland, unto the Mayor and Council of Hancock, Washington County, Maryland, the old Inter-State truss bridge over the water way of the former Chesapeake and Ohio Canal, including its steel trusses, floor beams, concrete floor, abutments and other parts connected thereto and being parts thereof, all situated on South Church Street in Hancock, Washington County, Maryland, subject to the following terms and conditions:

"1. It is understood and agreed that this conveyance will be effective as of the date of the execution of this instrument.

2. It is understood and agreed that the party of the third part, said town of Hancock hereby and henceforth assumes all responsibility for repair, maintenance, upkeep and ownership of the aforementioned single span steel truss bridge and approaches thereto.

3. That if at any time it is necessary to remove the aforesaid bridge or if it may be damaged or destroyed or ceases to be in place, in its intended position, or should same be a cause of any hazard, then the party of the third part shall adopt, undertake and carry out whatever actions as are necessary to remedy the situation and save harmless the parties of the first and second part from any claims or suits which might be occasioned by the existence of the bridge."

Said deed had been approved as to form and legal sufficiency by Special Attorney F. A. Fuderbaugh, and following execution by the Mayor and Council of Hancock is to be forwarded to the Board of Public Works of Maryland for execution on its part.

Copy: Messrs Pritchett, Buscher, Hopkins, Goldeisen, Grubb, Chaires, Lewis
Secretary's File
SRC-Washington Co.

Washington Co.

F.A.S

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, MAY 24, 1956
-******

Present: Mr. Russell H. McCain, Chairman and Mr. Bramwell Kelly

Concurring in recommendation of Chief Engineer Norman M. Pritchett by Assistant to Chief Engineer Austin F. Shure in letter dated May 21, 1956, the Commission authorized the programming of the following project, requested by E. E. Geary, Roads Supervisor, Washington County Roads Department, with the Bureau of Public Roads as Federal-Aid Secondary project in Washington County:

Road	Length	Estimated Cost
1. Marsh Pike, from Md. 60 northerly thru Paramount to Reid at the intersection of Lehman's Mill Road	3.05 miles	$ 145,050.00

In his letter Mr. Shure states that "The highway when completed will remain as a part of the County Highway System and will be maintained by the county authorities.

Copy: Messrs McCain, Pritchett, Hopkins, Morison, Goldeisen, Shure, Chaires, Scrivener, DiDomenico, Lewis, Clawson, Grubb, Moser, Wannen, Bowers - Mrs. Rice
Wash. Co. Roads Dept.
SRC-Washington Co.

Wash

7/26/55-Mr. G.N.Lewis, Jr.
For your information and guidance.
P.A. Morison

Mr Cuell
Washington

State Roads Commission
TRAFFIC DIVISION
JUL 27 1955
Geo. N. Lewis, Jr.
Director

July 20, 1955

Road Exchange - Washington County

Mr. W. Lee Elgin, President
The County Commissioners of Washington County
Hagerstown, Maryland

Dear Mr. Elgin:

On Thursday morning, June 30, I conferred with you over the telephone to determine if it would be agreeable to the County Commissioners of Washington County that the exchange of roads between the State Highway System and the County Road System of your county, covered by your resolution dated November 23, 1954 and by resolution of the State Roads Commission dated May 19, 1955, would become effective with the fiscal year beginning July 1, 1955. You advised that this would be perfectly agreeable to the County Commissioners of Washington County.

Upon further review of Article 89-B, Section 22, Sub-division "C" of the Annotated Code of Maryland, the Legal Department has advised the State Roads Commission that in those counties where the road exchange was not officially effected prior to January 1, 1955 that the increased mileage resulting from the transfer could not be used in the allocation of funds to the counties until the fiscal year beginning July 1, 1956.

While the transfer has been effected as a matter of record, the maintenance of the State highways proposed for transfer to the county will be the responsibility of the State Roads Commission of Maryland until the beginning of the fiscal year July 1, 1956, and the maintenance of the county roads approved for transfer to the State Highway System will be the responsibility of the County Commissioners of Washington County until the same date.

We certainly appreciate the splendid cooperation that you and your associates on the Board of County Commissioners of Washington County have given the Commission in connection with this transfer of roads.

Yours very truly,

Advisory Engineer

WPL/he

State Roads Commission
Mr. M. M. Pritchett
Mr. J. D. Bischoff
Mr. C. L. Wannen
Mr. G. B. Chaires
Mr. W. A. Friend

State Roads Commission
TRAFFIC DIVISION

JUN 8 1955

Geo. N. Lewis, Jr.
Director

June 8, 1955

Mr. G. Bates Chaires, District Engineer
Cumberland, Maryland

Re: Exchange of Roads
Washington County

Dear Mr.Chaires:

Please note in my letter of June 3rd on above subject that Md. #315 was assigned to the newly acquired State Road from U.S. #40 at Clearspring to U.S. #11 at Williamsport. This should be Md. #68, and route number Md. #315 is recalled.

Please also note that extension over county road (map No. 23 in Minutes) should read extension of Md. #77.

Very truly yours,

P. A. Morison
Director of Highway Maintenance

PAM/gs/g

cc: Mr. F.P.Scrivener
Mr. G.N.Lewis,Jr.
Mr. C. Norris

5/19/55 WASHINGTON

At the regular meeting of the State Roads Commission of Maryland held at the office of the said Commission on the 19th day of May, 1955, the following resolution was duly moved, seconded and adopted:

WHEREAS, the State Roads Commission and the County Commissioners of Washington 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 Washington County from State Roads to County Roads and certain other roads from County Roads to State Roads.

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

Map No.	Route No.	From	To	Miles	Width
19	Md. 56 Ext.	W. of Big Spring	E. of Charlton	(0.54	12'
				(2.34 } 3.53	12'
				(0.65	15'
20	County Rd.	U.S. 40 @ Clearspring	U.S. 11 @ Williamsport	7.41 - MD 68	
21	Md. 398 Ext.	Cearfoss	Penna. State Line	1.58	21'
22	Md. 418 Ext.	Ringgold	Penna. State Line	1.49	20'
23	Md. 64 Ext. ①	Cavetown	Md. 77	2.03	17'
24	Md. 63 Ext.	Spielman	Md. 65	1.43	12'
25	Md. 67 Ext.	North of Weverton	Northerly	1.20	
			Total	18.67	

① Should Read "Extension of MD 77" Letter, June 8, 1955 - KSJ

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

Map No.	Route No.	From	To	Miles	Width
1	Md. 768	Md. 628	Penna. State Line	0.17	16'
2	Md. 628	U.S. 40 @ Harvey	County Road II	3.82	18'
3	Md. 629	U.S. 40 @ Harvey	Md. 453 @ Exline	2.66	18'
4	Md. 453	U.S. 40	Near Woodmont	(2.00	14'
				(1.43	16'
				(3.29	16'
5	Md. 737	U.S. 40 @ Hancock	U.S. 40	(0.23	20'
				(1.23	22'
6	Md. 615 East	U.S. 40 E. of Hancock	Penna. State Line	2.17	16'
	Md. 478	U.S. 40	Parkhead	0.97	23'
	Md. 690	U.S. 40	Licking Creek	0.32	23'
	Md. 740	U.S. 40 @ Wilson	Road end	0.27	23'
10	Md. 739	U.S. 40 @ Wilson	Road end	(0.12	20'
				(0.13	22'
11	Md. 616	County Rd. 59 & 42	Conococheague Creek	1.31	14'

5/19/55 WASHINGTON

At the regular meeting of the State Roads Commission of Maryland held at the office of the said Commission on the 19th day of May, 1955, the following resolution was duly moved, seconded and adopted:

WHEREAS, the State Roads Commission and the County Commissioners of Washington 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 Washington County from State Roads to County Roads and certain other roads from County Roads to State Roads.

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

Map No.	Route No.	From	To	Miles	Width
19	Md. 56 Ext.	W. of Big Spring	E. of Charlton	(0.54	12'
				(2.34	12'
				(0.65	15'
20	County Rd.	U.S. 40 @ Clearspring	U.S. 11 @ Williamsport	7.41	
21	Md. 398 Ext.	Cearfoss	Penna. State Line	1.58	21'
22	Md. 418 Ext.	Ringgold	Penna. State Line	1.49	20'
23	Md. 64 Ext. ①	Cavetown	Md. 77	2.03	17'
24	Md. 63 Ext.	Spielman	Md. 65	1.43	12'
25	Md. 67 Ext.	North of Weverton	Northerly	1.20	
			Total	18.67	

① Should Read "Extension of MD 77" Letter, June 8, 1955 - KJ

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

Map No.	Route No.	From	To	Miles	Width
1	Md. 768	Md. 628	Penna. State Line	0.17	16'
2	Md. 628	U.S. 40 @ Harvey	County Road II	3.82	18'
3	Md. 629	U.S. 40 @ Harvey	Md. 453 @ Exline	2.66	18'
4	Md. 453	U.S. 40	Near Woodmont	(2.00	14'
				(1.43	16'
				(3.29	16'
5	Md. 737	U.S. 40 @ Hancock	U.S. 40	(0.23	20'
				(1.23	22'
6	Md. 615 East	U.S. 40 E. of Hancock	Penna. State Line	2.17	16'
7	Md. 478	U.S. 40	Parkhead	0.97	23'
8	Md. 690	U.S. 40	Licking Creek	0.32	23'
9	Md. 740	U.S. 40 @ Wilson	Road end	0.27	23'
10	Md. 739	U.S. 40 @ Wilson	Road end	(0.12	20'
				(0.13	22'
11	Md. 616	County Rd. 59 & 42	Conococheague Creek	1.31	14'

SRC No.	Route No.	From	To	Miles	Width
12	Md. 780	Three Sections of Old U.S. 40 & Sideling Hill		(0.16	14'
				(1.67	20'
				(0.13	24'
				(1.20	24'
				(0.17	32'
				(0.07	36'
13	Md. 92	Md. 64 @ Smithsburg	End of State Maint.	(0.19	24'
				(1.13	16'
14	Md. 669	Md. 66 @ Sanmar	End of State Maint.	0.90	16'
15	Md. 65	Md. 34 @ Sharpsburg	End of State Maint.	1.06	14'
16	Md. 689	Md. 34	Potomac River	0.22	15'
17	Md. 572	Md. 67 @ Gapland	Frederick Co. Line	1.02	16'
18	Md. 734	U.S. 340	Sandy Hook	(0.45	20'
				(0.60	18'
				(0.56	15'
18A	Md. 738	U.S. 40	St. Paul's Church	.17	
			Total	29.82	

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 condition:

1. That the exchange be made on an "as is basis", which pertains to the present condition of the roads involved.

ADOPTED THIS 19th DAY OF MAY, 1955

STATE ROADS COMMISSION OF MARYLAND

By _____
Russell H. McCain, Chairman

Attest:

_____
C. R. Pease, Secretary

Mr Topsell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 6, 1955
****

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

On recommendation of Chief Engineer Norman M. Pritchett in letter to the Commission dated April 3, 1955, the Commission formalized the transfer to the Town of Smithsburg of East Water Street from Pennsylvania Avenue to end of Town Limits, in accordance with the following letter from the Burgess & Commissioners, Town of Smithsburg, Maryland, dated January 31, 1955:

> "We accept back from the State of Maryland, road on East Water Street from Pennsylvania Avenue to end of Town Limits."

Messrs: Pritchett, Childs, Hopkins, Morison, Goldeisen, Shuro, Chaires, Scrivener, Wannen, DiDomenico, Clawson, Lewis.
Burgess & Commissioners of Smithsburg
SRC-Washington County

id 92 from Pennsylvania MD 64 to Corporate
0.09 of 24'H

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JANUARY 11, 1955
******

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

On recommendation of Assistant to Chief Engineer Austin F. Shure, the Commission executed agreement, in duplicate, dated November 26, 1954, by and between the State Roads Commission, acting for and on behalf of the State of Maryland party of the first part, and Norfolk and Western Railway Company, party of the second part, said agreement having been approved as to form and legal sufficiency by Joseph D. Buscher, Special Assistant Attorney General of Maryland.

The said agreement provides for the installation and maintenance of flashing light signals of the automatic electric type at the railroad grade crossing on the Downsville Pike (Vardo-State Route No. 632) in Washington County, Maryland, under Federal Aid Project No. SG-408 (4), and shall supercede and replace the agreement, dated September 24, 1936, and supplementary agreement, dated October 27, 1938, between the State Roads Commission of Maryland and Norfolk and Western Railway Company, only insofar as it pertains to the crossing of Downsville Pike.

Copy: Messrs Pritchett, Morison (2), Chaires, Lewis, Clawson
Bowers, Shure, Wannen.
Md. Traffuc Safety Commission
Major R. M. Ridgely (2)
Secretary's File (Flashing Lt. Signals)
SRC-Washington County

W

4

FRANKLIN & WASHINGTON STS,
HAGERSTOWN
TRANSFERRED TO S.R.C. UPON COMPLETION
OF CONTRACT
W-428-2-620

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JUNE 29, 1954

CONTRACT COMPLETED
11-30-61

---- ---- ---- ----

A regular meeting of the State Roads Commission of Maryland was held at the offices of the Commission on Tuesday, June 29, 1954, there being present Russell H. McCain, Chairman, Edgar T. Bennett and Bramwell Kelly, members.

The Commission executed five copies of agreement, dated June 29, 1954, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, and the City of Hagerstown, Washington County, Maryland, for the construction and distribution of payment for highway project described generally as US Route 40 improvements in and near the City of Hagerstown, which project "shall consist of two one-way streets extending entirely across the City from east to west (Franklin Street, one-way westbound and Washington Street and Washington Avenue oneway eastbound); the elimination of existing railroad grade crossings on Antietam Street and Church Street occurring due to the existence of tracks of the several railroad companies, said railroad grade crossings to be eliminated by relocating the tracks of each railroad into close proximity; changes in tracks to begin at a point north of North Junction and extending southward to points approximately 1700 feet south of Antietam Street. Included in the relocation of the railroad tracks will be the elevating of the same and construction of railroad bridges over Church Street, Franklin Street, Washington Street, and Antietam Street. The project further includes the widening of Washington Avenue between Washington Square and Alexander Street and the extension thereof from Bryan Place to the City line and beyond as well as the extension of West Franklin Street from Bryan Place to the City line and beyond. Also, covered under this agreement shall be the extension of Maryland Avenue southward to the City line so as to align with Downsville Pike (Md. Route 632)."

Said agreement had been signed by Attorney W. Warren Stultz, and executed by Mayor Winslow F. Burhans for the City of Hagerstown. Following execution by the Commission, Mayor Burhans was provided two copies of said agreement.

Copies: Messrs. Pritchett
Chaires
Shure
Bowers
Lewis
Wannen
Moser
Secty's. file
SRC. Washington Co.
Hopkins
Morison
Goldeisen
Di Domenico
Clawson
Grubb
Scrivener

Secretary's File

No. 20252

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, JUNE 29, 1954

* * *

A regular meeting of the State Roads Commission of Maryland was held at the offices of the Commission on Tuesday, June 29, 1954, there being present Russell H. McCain, Chairman, Edgar T. Bennett and Bramwell Kelly, members.

* * *

The Commission executed five copies of agreement, dated June 29, 1954, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, and the City of Hagerstown, Washington County, Maryland, for the construction and distribution of payment for highway project described generally as U. S. Route 40 improvements in and near the City of Hagerstown, which project "shall consist of two one-way streets extending entirely across the City from east to west (Franklin Street, one-way westbound and Washington Street and Washington Avenue one-way eastbound); the elimination of existing railroad grade crossings on Antietam Street and Church Street occurring due to the existence of tracks of the several railroad companies, said railroad grade crossings to be eliminated by relocating the tracks of each railroad into closeproximity; changes in tracks to begin at a point north of North Junction and extending southward to points approximately 1700 feet south of Antietam Street. Included in the relocation of the railroad tracks will be the elevating of the same and the construction of railroad bridges over Church Street, Franklin Street, Washington Street, and Antietam Street. The project further includes the widening of Washington Avenue between Washington Square and Alexander Street and the extension thereof from Bryan Place to the City line and beyond as well as the extension of West Franklin Street from Bryan Place to the City line and beyond. Also, covered under this agreement shall be the extension of Maryland Avenue southward to the City line so as to align with Downsville Pike (Md. Route 632)."

Said agreement had been signed by Attorney W. Warren Stultz, and executed by Mayor Winslow F. Burhans for the City of Hagerstown. Following execution by the Commission, Mayor Burhans was provided two copies of said agreement.

Copy: Mr. N. M. Pritchett
Mr. G. B. Chaires
Mr. A. F. Shure
Mr. H. C. Bowers
Mr. G. N. Lewis, Jr.
Mr. C. L. Wannen
Mr. L. C. Moser
Secretary's File ✓
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. A. F. DiDomenico
Mr. C. W. Clawson
Mr. A. L. Grubb
Mr. F. P. Scrivener
S.R.C.-Washington County

Secretary's F

No. 20252

THIS AGREEMENT, made this day of June 29, 1954, by and between the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, hereinafter sometimes known as the "Commission", and the City of Hagerstown, Washington County, Maryland, hereinafter sometimes known as the "City", Witnesseth:

WHEREAS the parties hereto have agreed upon a certain highway project hereinafter described generally as U. S. Route 40 improvements in and near the City: and -

WHEREAS the construction of said project requires the assumption of certain responsibilities by the parties hereto with respect to the construction thereof and the payment therefor, and with respect to certain incidental things to be done in connection therewith, the parties hereto desire to set forth more fully said responsibilities and enter into this agreement to bind themselves with respect thereto, -

NOW THEREFORE THIS AGREEMENT WITNESSETH: That for and in consideration of the payment of $1.00 by each party to the other, the receipt whereof is hereby acknowledged, and in further consideration of the respective benefits to and the responsibilities of the parties, the parties hereto hereby agree as follows:-

(1) That the project which is the subject of this agreement shall consist of two one-way streets extending entirely across the City from east to west (Franklin Street, one-way westbound and Washington Street and Washington Avenue one-way eastbound); the elimination of existing railroad grade crossings on the aforesaid streets as well as existing railroad grade crossings on Antietam Street and Church Street occurring due to the existence of tracks of the several railroad companies, said railroad grade crossings to be eliminated by relocating the tracks of each railroad into close proximity; changes in tracks to begin at a point north of North Junction and extending southward to points

approximately 1700 feet sourth of Antietam Street. Included in the relocation of the railroad tracks will be the elevating of the same and the construction of railroad bridges over Church Street, Franklin Street, Washington Street, and Antietam Street. The project further includes the widening of Washington Avenue between Washington Square and Alexander Street and the extension thereof from Bryan Place to the City line and beyond as well as the extension of West Franklin Street from Bryan Place to the City line and beyond. Also, covered under this agreement shall be the extension of Maryland Avenue southward to the City line so as to align with Downsville Pike (Md. Route 632).

(2) That the planning and construction of the project will be arranged for, programmed and supervised by the State Roads Commission, but that the plans pertinent to the interest of either party shall be subject to its approval.

(3) That the Commission will acquire all rights of way necessary for the construction of all parts of said project either by negotiation or condemnation excepting the acquisition of rights of way through City-owned property which the City hereby agrees to donate to the use of the project.

(4) It is understood and agreed that the planning of the project on the part of each party is predicated upon the application for and obtaining of Federal-Aid Urban Funds as subsequently more fully described.

(5) The City will grant all rights and authority according to law and aid the Commission by ordinance or otherwise in the widening of Washington Avenue as aforesaid and in the obtaining of other properties in so far as it has power to do so.

(6) Traffic Control.

a. The City to arrange for, suprevise and cause to be activated automatic progressive traffic signals along East and West Franklin Street, East and West Washington Street and Washington Avenue;

(6) Traffic Control. Cont.

b. The City to prohibit parking along the south side of East and West Franklin Street and along the north side of East and West Washington Street and Washington Avenue.

(7) Distribution of Payment for the Project.

a. The Commission will pay for the following parts of the project:

1. All right of way costs required for the project except that through City-owned property which has been covered hereinbefore; it being further expected and understood that the Commission will take advantage of the acquisitions without charge to itself of any rights of way obtained free of cost from the respective railroad companies which will be covered by separate agreement.

2. All construction costs except for the Church Street Railroad Bridge; Antietam Street Railroad Bridges; public utility relocations; alterations and/or extensions, traffic signals and street lighting.

3. All prorated engineering costs, prorated as follows:-

The City's share shall be the same percentage that the construction costs of the Church Street and Antietam Street Bridges above referred to, bears to the total construction costs of the entire project. The Commission's share shall be the balance.

b. The City will pay for the following:

1. The City as aforesaid will donate all rights of way required for the project traversing City-owned property.

2. Construction costs of the Church Street Bridge and the Antietam Street Bridges.

3. Pay for all costs of changes to, alterations of, or extensions in, public utility facilities which is hereby defined as to include all necessary work in connection with water supply, sanitary sewer, storm water sewer, and telephone and electric power and gas facilities.

b. The City will pay for the following: Cont.

4. That proportion of engineering costs obtained from the prorated engineering costs as prorated under Section 7-a.

5. Pay for all costs of the traffic signals where and hereinbefore described.

6. Pay for all street lighting caused by the extension of streets or made necessary by the construction of any part of the project.

c. The City, in order to participate in payment for its part of the project as aforesaid agrees to permit the Commission to allocate towards the payment of said contribution all Federal-Aid Urban Funds to become available for program purposes for the City for the years 1952 to 1957 inclusive, and to provide matching funds from its own resources equivalent to the amount of said Federal-Aid.

(8) Maintenance.

a. The Commission will maintain the following:

1. Pavement from curb to curb of East and West Franklin Street, East and West Washington Street and Washington Avenue.

b. The City will maintain the following:

1. The City to maintain or require abutting property owners to maintain all curbs, gutters, and sidewalks, and arrange and pay for removal of snow and street cleaning between curbs and for the cleaning of storm water drains.

2. The City will maintain all street lighting and traffic signals.

3. The City will assume jurisdiction of and maintain all intersecting streets and all service roads existent, improved, or constructed under the project.

(9) This agreement shall inure and be binding upon both parties and successors and assigns.

FOR THE STATE ROADS COMMISSION:

Chairman: Russell T. McCain

Member: Evelyn T. Barnett

Member: Bramwell Kelly

Attorney: W. Dwayne Pitts

Secretary: E. L. Shaw

FOR THE CITY OF HAGERSTOWN:

Mayor: Winslow F. Burkens

Attorney: Earl Zwaldo Jr.

Secretary: Elizabeth Kennedy
City Clerk

Secretary's File

No. 20252

INTERDEPARTMENTAL MEMORANDUM

STATE ROADS COMMISSION
108 EAST LEXINGTON STREET
BALTIMORE 3, MARYLAND

TO Mr. C. R. Pease FROM Mr. A. F. Shure DATE 6/22/55

Re: Agreement between SRC and City of Hagerstown, dated June 29, 1954

Excerpt of Minutes of the State Roads Commission Meeting, June 29, 1954

Attached hereto is a copy of a letter directed to the Mayor of Hagerstown incident to the above agreement, which letter clarifys certain provisions as outlined in the agreement. This communication is to be made a part of the agreement and is provided for your file on the subject.

COPY COPY COPY

Secy's File 70252

June 2, 1955

Mayor and City Council of Hagerstown
City Hall
Hagerstown, Maryland

Attention: Mr. Winslow F. Burhans
Mayor

Gentlemen:

In the Agreement between the State Roads Commission and the City of Hagerstown dated the 29th day of June, 1954, there is a clause "C" in Paragraph 6 under Distribution of Payment for the Project which provides as follows:

"The City, in order to participate in payment for its part of the project as aforesaid agrees to permit the Commission to allocate towards the payment of said contribution all Federal-Aid Urban Funds to become available for program purposes for the City for the years 1952 to 1957 inclusive, and to provide matching funds from its own resources equivalent to the amount of said Federal-Aid."

It is believed to be in order that the above paragraph be clarified as follows:

And whereas in readjusting the location and grade of the railroad tracks through the City to provide for grade separation structures on Washington and Franklin Streets as a part of the Route 40 improvement, similar grade separation structures will be made necessary at Church Street, a throoughfare which parallels Franklin Street to the North, and at Antietam Street which parallels Washington Street to the South.

Church Street and Antietam Street form a part of the Street pattern of the City and are necessary to provide adequate traffic service. Although these

structures at both Antietam Street and Church Street are created by the improvement of Route 40 through the City, the City authorities assume the obligation of bearing the entire cost of the separation structures at these two points.

Therefore, in consideration of the City's acceptance of these obligations and as outlined by the agreement, it is agreeable to the State Roads Commission to accept the work as contemplated by the City in lieu of the financing by the City with matching funds from its own resources equivalent to the amount of Federal-Aid participation.

Very truly yours,

Norman M. Pritchett
Chief Engineer

NMP/AFS/mar

cc: Mr. R. H. McCain
Mr. E. T. Bennett
Mr. B. Kelly

Secretary's File

No. 20252

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.

In a letter to the Commission from Chief Engineer Pritchett by Assistant to Chief Engineer Shure, dated February 15, 1957, relative to inquiry of February 8, 1957 from Mayor Winslow F. Burhans of Hagerstown as to the best payment terms his City could enter into in reimbursing the Commission for work on the Church and Antietam Street Bridges, which are a part of the Commission's contracts for Franklin and Washington Streets, Contracts W-428-4-620 and W-428-5-620, it was proposed as "desirable that payments be made by the City of Hagerstown in the following manner:

> On March 1, 1957, the City would contribute $100,000.00 as its first payment, and $100,000.00 every ninety (90) days thereafter until $400,000.00 had been paid. The final balance due, estimated at $79,827.75, would be paid in the last ninety (90) day period, or about February or March of 1958."

The Commission voted approval of an arrangement with the City of Hagerstown to provide payment on the basis outlined above.

Copy: Mr. A. S. Gordon
Mr. N. M. Pritchett
Mr. A. F. Shure
Mr. C. L. Wannen
Mr. C. A. Goldeisen
Mr. A. L. Grubb
Secretary's File #20252
Cont. W-428-4-620
Cont. W-428-5-620
SRC-Washington County

Secretary's File

No. 20252

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, SEPTEMBER 25, 1963
* * *

Traffic Bureau Chief Lewis reported to the Commission that an agreement, dated June 29, 1954, between the State Roads Commission and the City of Hagerstown, covering construction of a highway project described generally as U. S. Route 40 improvements in and near the City, stipulates under Item (6) b., "The City to prohibit parking along the south side of East and West Franklin Street and along the north side of East and West Washington Street and Washington Avenue.", and that the City of Hagerstown had installed approximately 100 "No Stopping Or Standing" signs along these streets. Mr. Lewis met with Mayor Burhans and the Chief of Police, as a result of which he recommended that the Commission exchange the signs installed by the City of Hagerstown, which are standard and can be used elsewhere in the State, for a like number of the Commission's "No Parking" signs, with "No Stopping or Standing" during peak periods. On motion of Mr. McMullen, seconded by Mr. Kay, the Commission agreed to the exchange of signs.

Copy: Mr. D. H. Fisher
Mr. G. N. Lewis, Jr. (2)
Mr. L. S. Pfarr
Mr. M. M. Brodsky
Secretary's File #20252
SRC-Washington County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, DECEMBER 10, 1953
*****

Present: Senator Edgar T. Bennett and Mr. David M. Nichols.

In reference to Resolution passed by the Commission at meeting October 15, 1953 , in regard to transfer of section of Maryland Route 61 to the County Commissioners of Washington County for maintenance as part of the County Roads System, and in accordance with provision therein, the County Commissioners of Washington County, at a meeting held on the 1st day of December , 1953, passed the following resolution, which gives a corrected description of the section of road transferred. This Resolution was approved by the Commission.

"WHEREAS, by Resolution of the State Roads Commission of Maryland the hereinafter described section of State highway was relinquished and transferred to this body at its request for maintenance and repair as a part of the system of roads of Washington County, and

WHEREAS, the said State Roads Commission, in said Resolution, agreed to the closing of said section of road and the substitution therefor of a new section of road to be constructed, maintained and repaired by this body at its sole cost and expense as a part of the public road system of said Washington County, and

WHEREAS, this body is desirous of passing this Resolution in order to evidence its acceptance of the obligation to maintain and repair said section of road as a part of its system of county roads and of its obligation to construct maintain and repair such section of road as may be substituted for the same,

NOW THEREFORE, BE IT RESOLVED that the County Commissioners of Washington County hereby agree to accept the transfer of that section of Maryland Route 61 extending from a point thereon 1.30 miles East of the Eastern corporate limits of Hagerstown, Washington County, Maryland, to a point 1.08 miles Northeast, from said beginning point, as a part of the Washington County system of roads, to the end that this body will henceforth be and remain solely liable for the maintenance and repair of said section of road, and

BE IT FURTHER RESOLVED that, in the event said section of road is closed and a new road substituted therefor, this body will take all necessary legal steps to close the same and will, at its sole cost and expense, construct, maintain and repair such new road as a part of the road system of Washington County."

Copy : Messrs Childs, Jr.
Hopkins
Morison
Goldeisen
Chaires
Scrivener
Wannen
Dé Domenico
Lee
Lewis, Jr.
Moser
Buscher
Co. Commrs. of Washington Co.
Secretary's File
SRC - Washintgon County

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION -
THURSDAY, OCTOBER 15, 1953.

Present: Mr. Russell H. McCain, Chairman, Messrs. Hall and Nichols.

The following Resolution was duly moved, seconded and passed:

WHEREAS the County Commissioners of Washington County have advised this Commission of their desire to acquire a section of Maryland Rt. 61 for the purpose of closing the same and substituting therefor a new county road which will be constructed, maintained and repaired by the County without any charge or expense to this Commission and

WHEREAS this Commission has approved the plan proposed by the said County Commissioners, and in evidence thereof, desires to pass this Resolution to give effect thereto.

NOW, THEREFORE, BE IT RESOLVED, That the State Roads Commission of Maryland hereby relinquishes and transfers to the County Commissioners of Washington County that section of Md. Route 61 extending from the eastern corporate limits of Hagerstown, Washington County, Maryland, to a point 1.08 miles northeast therefrom, to the end that the said County Commissioners will henceforth maintain and repair the same at their sole cost and expense, provided that the said County Commissioners by resolution duly passed, shall signify their acceptance of said transfer and their agreement to henceforth maintain and repair the said section of road as part of their system of county roads, and

BE IT FURTHER RESOLVED that this Commission agrees to the closing of said section of road and the substitution therefor of a new road which shall thenceforth be and remain a part of said County's system of roads and which shall thenceforth be maintained and repaired at the sole cost and expense of the said County, provided that the said County Commissioners shall signify their acceptance of this obligation by resolution duly passed, and

BE IT FURTHER RESOLVED that this Commission will cause to be executed a deed conveying to the said County Commissioners all their right, title, and interest and that of the State of Maryland, in and to said section of road, if and when requested so to do by the said County Commissioners.

Copy: Messrs. Childs,
Hopkins
Morison
Goldeisen
Chaires
Scrivener
Wannen
DiDomenico
Lee
Lewis
Moser
Buscher
Co. Commrs. Washington Co.
Secty's. File
SRC Washington Co.

Mr Carroll

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, MARCH 24, 1953
***

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

The Commission approved recommendation of Chief Engineer W. F. Childs, Jr. in letter dated March 10, 1953, that the following projects in Washington County, Maryland be programmed with the Bureau of Public Roads for improvement as Federal Aid Secondary Projects, with the understanding that upon completion they will be maintained by Washington County:

1.	Chewsville-Funkstown	1.7 Mile
2.	Rench Road	1.1 "
3.	Welty Church Road	0.9 "
4.	Durberry Road	0.6 "
5.	McDade Road	1.3 "

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. G. B. Chaires
Mr. F. P. Scrivener
Co. Commrs. of Wash. Co.
Mr. A. F. DiDomenico
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. A. L. Grubb
Mr. L. C. Moser
Mr. C. L. Wannen
Mr. H. C. Bowers
Mrs. G. S. Rice
SRC - Washington Co.

MINUTES FROM COUNTY [illegible] OF MEETING OF THE [illegible] BOARD CONDUCTED
TUESDAY, MARCH 26, 1951

Present: Mr. Russell E. Mosely, Chairman, Harry. Avery E.
Hall and David [illegible], Members.

The Commission approved recommendations of Chief Engineer R. F. Childs, [illegible] in letter dated March 20, 1951, that the following projects in Washington County, Maryland be proceeded with the issuance of Public Roads for improvement as Federal Aid Secondary Projects, subject to [illegible] funds over and [illegible] by [illegible]:

1. [illegible] 1.7 Mi.
2. [illegible] 1.1 "
3. [illegible] 0.9 "
4. [illegible] 0.5 "
5. [illegible] 1.5 "

[illegible]

[illegible]

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, AUGUST 30, 1951
***

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

The Commission approved recommendation of the Traffic Division, concurred in by Chief Engineer W. F. Childs, Jr., in letter dated August 27, that the new highway from Frederick to Hagerstown be designated as U.S. Route 40, and that the old U.S. Route 40 between these points be designated as U.S. Route 40 Alternate, and directed that the Engineering Department immediately arrange to change route marking accordingly.

Copy: Messrs. Childs, Morison, Chaires, Shure, Lewis, Lee and Major Ridgely.

Wash Co

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
THURSDAY, MAY 31, 1951
***

Present: Mr. Russell H. McCain, Chairman, and Mr. David M. Nichols.

On recommendation of Chief Engineer W. F. Childs, Jr., as set forth in his letter of May 29, 1951 to the State Roads Commission, the following final estimate was approved for payment, this section of road to remain in the County system for maintenance by Washington County. Detail of the cost of this contract will be submitted by the Comptroller and recorded in the minutes at a subsequent meeting of the Commission.

Final estimate of $1,403.71 for completion of bituminous concrete surfacing Specification "B" on a section of Northern Avenue, from U.S. Route 11, southeasterly to the corporate limits of Hagerstown, a distance of 0.609 mile, our Contract #W-407-617 FAP#S-255 (1), Bester-long, Incorporated, contractor. The contract for this work was awarded on October 25, 1950 and was completed on April 6, 1951. The total amount of this contract is $14,038.04.

Copy: Mr. W. F. Childs, Jr.
Mr. W. C. Hopkins
Mr. P. A. Morison
Mr. C. A. Goldeisen
Mr. G. B. Chaires
Mr. A. F. DiDomenico
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. Allan Lee
Mr. G. N. Lewis, Jr.
Mr. W. A. Friend
Mr. W. O. Robins
Mrs. G. S. Rice
Co. Commrs. of Washington Co.

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison (2)
Mr. G. B. Chaires
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. H. C. Bowers
Mr. G. L. Wannon
Md. Traffic Safety Commission
Major R. M. Ridgely (2)
Secretary's File

Mr Cassell

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MAY 23, 1951
***

Present: Mr. Russell H. McCain, Chairman, and Mr. David M. Nichols.

Chief Engineer W. F. Childs, Jr. addressed a letter to the Commission under date of May 18, 1951, in which he refers to letter, dated April 26, from Mr. L. P. Struble, Chief Engineer, Eastern Region, Pennsylvania Railroad Company, forwarding copy of letter of January 18, 1951 from Mr. W. F. Burhans, President, Board of County Commissioners of Washington County, and copy of letter of March 7, 1951 from Mr. E. L. Swain, County Roads Supervisor of Washington County, both of whom requested the installation of automatic flashing signal at Gowers Station on the Williamsport-Downsville Road where it crosses the Cumberland Valley Division of the Pennsylvania Railroad.

Mr. Childs further states:

"In his letter of April 26 Mr. Struble advised that the company will supply 10% of the cost of furnishing and installing a flashing light if the remaining 90% comes from Federal Aid Funds. He also agrees to assume responsibility for 100% of the maintenance expense.

The cost of the flashing signal is estimated at $7,586.00 in place.

Mr. Struble's letter was referred to Mr. Lewis on May 1 to determine priority for more efficient protection at this crossing, and on the same date to Mr. Bowers to determine if Federal Air funds were available.

There is sent herewith copy of letter of May 4 from Mr. Lewis in which he advised that this crossing is second on the list of Pennsylvania Railroad grade crossing for more efficient protection, and he recommends the installation of a flashing signal. There is also sent herewith copy of letter of May 15 from Mr. Bowers, in which he advised that since this highway, Md. Route 63, is on the Federal Aid Secondary System, that Federal Aid Secondary funds would have to be used, and, therefore, the County Commissioners of Washington County would have to supply 90% of the cost of the installation, or $6,840.00.

As a flashing light was requested by the County Commissioners of Washington County and the County Road Supervisor, and as Mr. Bowers has indicated that the Washington County Commissioners will submit a letter agreeing to provide $6,840.00 from the unprogrammed Federal Air Secondary funds, and in anticipation of the receipt of such a letter, I amrecommending to the Commission that this project be given favorable consideration."

Mr. Childs having supplemented the above letter with aletter dated May 22, attaching copy of a letter dated May 17 from Mr. E. L. Swain, County

Copy: Mr. W. F. Quilds, Jr.
Mr. T. R. Jackson (2)
Mr. G. S. Quarles
Mr. E. R. Martin, Jr.
Mr. Allan Lee

Mr. J. E. Fowler
Mr. R. L. Lemon
Mr. Fred H. Alvey Consultant
Mr. R. Hughes (2)
Secretary's file

EXCERPT FROM MINUTES OF MEETING OF THE STATE HIGHWAY COMMISSION
WASHINGTON, MAY 27, 1931

***

Present: Mr. Donald H. Mccain, Chairman, and Mr. David M. Simpson.

Chief Engineer W. F. Quilds, Jr. addressed a letter to the Commission under date of May 18, 1931, in which he refers to letter, dated April 29, from Mr. E. F. Strobel, Chief Engineer, Western Pacific, Kennywaka Railroad Company, forwarding copy of letter of January 1, 1931 from Mr. W. A. Quilds, President, Board of County Commissioners of Washington County, and copy of letter of March 1, 1931 from Mr. A. L. Poole, County Road Supervisor of Washington County, both of whom requested the installation of automatic flashing signal at Cowan Station on the Williamsport-Tomorrville road where it crosses the Cumberland Valley Division of the Kennywaka Railroad.

Mr. Quilds further states:

In his letter of April 29 Mr. Strobel advised that the company will supply 10% of the cost of furnishing and installing a flashing light if the remaining 90% comes from General Aid funds. He also agrees to assume responsibility for 10% of the maintenance expense.

The cost of the flashing signal is estimated at $7,500.00 in place.

Mr. Quilds' letter was referred to Mr. L. Cole on May 1 to determine priority for more efficient protection at this crossing, and on the same date to Mr. Bowers to determine if Federal funds were available.

There is also herewith copy of letter of May 1 from Mr. Lemon, in which he advised that this crossing is second on the list of Pennsylvania railroad grade crossing for more efficient protection, and he recommends the installation of a flashing signal.

There is also a.m. herewith copy of letter of May 15 from Mr. Bowers, in which he advised that since this highway, Route 63, is on the Federal Aid secondary system, that Federal Aid secondary funds would have to be used, and, therefore, the County Commissioners of Washington County would have to supply 50% of the cost of the installation, or $3,750.00.

As a flashing light was requested by the County Commissioners of Washington County and the County Road Supervisor, and as Mr. Bowers has indicated that the Washington County Commissioners will submit a letter agreeing to provide $3,750.00 from the unprovided Federal Aid Secondary funds, and in anticipation of the receipt of such a letter, I recommend to the Commission that this project be given favorable consideration."

Mr. Quilds having supplemented the above letter with a letter of May 22, attaching copy of a letter dated May 21 from Mr. A. L. Poole, County

Roads Supervisor of the Washington County Roads Department, stating: "I have contacted all of the County Commissioners and they are agreeable to allocate from their balance of secondary road funds the necessary 90% of the costs for installing these signals", the Commission concurred in Mr. Childs' recommendation and directed that he proceed with the preparation and submission of the usual form of agreement to cover said installtion.

Old Data
Md. 63
APS - 10
R.R. - 16 M
Tracks - 1 Main - 1 Passing
FAS - 192
Installation - 1 sign - 1 Bell
Traffic - 690 (1946)
Trains - 43 (1946)
Hazard - 4.05

New Data
Flashing Lights
Hazard - 2.28

RC Miss
Co-Banks
Policy
RK to Kemp - Park

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 20, 1949
***

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

At the meeting of June 1, 1949, the Commission, on the recommendation of the State Police, among other things took the following action:

> "The approach from the east to the old original bridge over Conococheague Creek be closed to traffic from its intersection with Route 40 to the entrance to the Speedway parking lot, as shown on the attached sketch. This is a distance of .07 of a mile."

Under date of July 18, 1949, Assistant Chief Engineer P. A. Morison addressed a letter to the State Roads Commission, in which he advises that -

> "When these orders were being carried out by the district forces, opposition developed from the owner of the Conococheague Speedway and Amusement Park. A Mr. Andrew Kauffman, property owner along old Route 40, and they were agreeable to all of the regulations except the closing of old Route 40, as described above.
>
> In a review of the situation in the field, I concur in their objections and would recommend to the Commission that the closing of old Route 40 be rescinded and that old Route 40 be made a one-way street, west-bound, from new 40 to the roadway into the Speedway, a distance of 250 feet."

The Commission, following a review of the entire situation, voted to rescind its action of June 1, 1949 with respect to the aforesaid quoted portion of the minute, and voted its concurrence in the recommendation as submitted by Mr. Morison, to make old Route 40 a one-way street, west-bound, from new 40 to the roadway into the Speedway, a distance of approximately 250 feet.

Copy: Mr. W. F. Childs, Jr.
Mr. P. A. Morison (2)
Mr. G. H. Chaires
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Lt. Wm. H. Weber
Capt. R. M. Ridgely (2)

WASHINGTON CO.

Cumberland
June 20, 1949.

Dear John

Virginia Ave in Hagerstown, from the N+W RR tracks to the south side of its intersection with Wilson Boulevard is ~~38.4'~~ 38H in width.

From Wilson Blvd to the south corporate limits it is 30'H wide and the width immediately south of the city line is 26'.

I doubt if the distances obtained from my odometer are correct but I will give you them for what they are worth.

Virginia Ave. - N+W tracks to Wilson Blvd. ~~0.06~~ 0.058 miles
" " Wilson Blvd to S. City Line ~~0.35~~ " 0.372,

Very truly yours,

E W Benting

P.S. a fellow named Hildebrand, a foreman from the Hagerstown Garage happened along and I got him to help me.

B

CC: Mr. W. F. Childs, Jr.
Mr. P. A. Morison
Mr. G. B. Charles
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. Allan Lee
Mr. G. N. Lewis, Jr.

EXCERT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 1, 1949

***

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

The following Ordinance enacted by the Mayor and Council of Hagerstown on the 18th day of March, 1949, and approved on the 25th day of March, 1949 by the Mayor Richard H. Sweeney, attested by Elden L. Kerney, City Clerk, was, after being read, formally accepted by the Commission and acceptance so indicated on copy of the said Ordinance by the signature of Robert M. Reindollar, Chairman, duly attested by Lamar H. Steuart, Secretary. The said Ordinance was approved as to form and legal sufficiency by Special Assistant Attorney General Robert E. Clapp, Jr. on the 5th day of April, 1949.

"AN ORDINANCE granting to the State of Maryland, to the use of the State Roads Commission of Maryland, the public easement in the bed of Virginia Avenue, one of the streets in the City of Hagerstown, Maryland, extending from curbline to curbline, and beginning on said street at the present Southern corporate limits of the City of Hagerstown and extending in a Northerly direction to the present right-of-way or railroad crossing of the Norfolk and Western Railway Company, to the full extent of the rights, powers and title thereto now vested in The Mayor and Council of Hagerstown, a municipal corporation of the State of Maryland, insofar as may be necessary for public thoroughfaresover said portion of street, and relinquishing to the State of Maryland, to the use of the State Roads Commission of Maryland, the jurisdiction and control over said portion of street to the full extent provided in the Acts of the General Assembly of Maryland, under which the State Roads Commission is now constructing, reconstructing and maintaining public roads and highways.

WHEREAS, it is the desire of the State Roads Commission of Maryland to include said portion of Virginia Avenue in the City of Hagerstown in its network of State highways, and to incorporate same into the State System of Roads and Bridges, over which it has jurisdiction and control; and

WHEREAS, the said State Roads Commission of Maryland has requested that for the purposes aforesaid, the public easement in the bed of said portion of street, to the full extent of the rights, powers and title thereto which is now vested in The Mayor and Council of Hagerstown, insofar as the same may be necessary for the purpose of State highways, be granted to the State of Maryland, to the use of the State Roads Commission of Maryland, pursuant to the provisions of the several Acts of the General Assembly of Maryland under which the said State Roads Commission is constructing, reconstructing and maintaining public roads and highways; and furthermore that the said The Mayor and Council of Hagerstown shall relinquish to the State of Maryland to the use of the State Roads Commission of Maryland, jurisdiction and control over the said bed of said portion of Virginia Avenue, as a public highway, to the extent provided in the above mentioned Acts of Assembly, so that the same may be hereafter under the jurisdiction and control as aforesaid, of the State Roads Commission of Maryland, its successors and assigns, and any other official or agent, who may hereafter be assigned by the State of Maryland for the performance of such duties; and

WHEREAS, all public utilities having franchise rights over, on and under said Virginia Avenue have consented to the granting of said public easement by The Mayor and Council of Hagerstown to the State of Maryland, to the use of the State Roads Commission of Maryland, and

WHEREAS, The Mayor and Council of Hagerstown have agreed to comply in full with the requests aforesaid and deem the same desirable.

SECTION1. NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND COUNCIL OF HAGERSTOWN, that the public easement in the bed of Virginia Avenue, one of the Streets in Hagerstown, Maryland, extending from curb line to curb line, and beginning at the present Southern corporate limits of the City of Hagerstown, on said street, and extending in a Northerly direction to the present right-of-way or railroad crossing of the Norfolk and Western Railway Company, to the full extent of the rights, powers and title thereto now vested in The Mayor and Council of Hagerstown, be and the same is hereby granted to the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, so far as the same may be necessary for the construction, reconstruction and maintenance of the same as a public highway of the State of Maryland.

And The Mayor and Council of Hagerstown do hereby transfer to the State of Maryland, to the use of the State Roads Commission of Maryland, jurisdiction and control over the bed of said portion of Virginia Avenue from curb line to curb line, to the extent provided in the Acts of the General Assembly of Maryland, relating to State Roads, so that such jurisdiction and control may be hereafter exercised by the State Roads Commission of Maryland, or any official or officials, agent or agents of the State of Maryland to whom the same may be delegated or committed.

Sec. 2. Nothing in this Ordinance contained shall be taken or construed to deprive The Mayor and Council of Hagerstown of the right to exercise police powers over said streets within the corporate limits of the City of Hagerstown to the same extent as the same has heretofore been exercised, or to permit such work thereon or therein in the construction and maintenance of such public improvements as may from time to time, in the judgment of said Mayor and Council and the Chief Engineer of the State Roads Commission, be necessary and proper. Such work, however, to be done under the supervision and to the satisfaction of the State Roads Commission and without any expense to the said State Roads Commission upon the giving of at least ten days written notice to the State Roads Commission prior to the commencement of such work, except that emergency repairs may be made at any time without notice, provided notice is given immediately to said State Roads Commission, so that it shall have the opportunity to inspect and approve said work.

It is understood that the Mayor and Council of Hagerstown shall reserve the right to install, maintain and use parking meters on said streets, in a manner so that strough traffic will not be endangered, delayed or interfered with. It is further understood that special parking privileges for physicians and for other similar emergency purposes will be reserved to the said The Mayor and Council of Hagerstown. The Mayor and Council of Hagerstown shall retain the duties and be solely responsible for the cleaning of said portion of street, the removal of snow and debris therefrom, and the maintenance and provision of proper drainage facilities thereon.

Sec. 3. All ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Sec. 4. That this Ordinance shall not take effect until there has been filed with The Mayor and Council of Hagerstown, Maryland, by the said State Roads Commission of Maryland, a written acceptance of the terms of this Ordinance within ninety days from the date of the passage of same. In the event said State Roads Commission of Maryland shall fail to file said notice of acceptance as aforesaid within ninety days from the date of passage of same by The Mayor and Council of Hagerstown, Maryland, then this Ordinance shall be null and void, and of no effect, and all rights and privileges hereby granted shall cease and determine. Upon the adoption of said Ordinance and the acceptance as aforesaid, it is understood and agreed that the terms of this Ordinance shall constitute a valid contract between the City of Hagerstown and the State Roads Commission of Maryland."

U.S. 11 - Virginia Ave. - N. + W. R.R. To S. Lim. Hag.
~~0.430 Miles of 38' H - Curb To Curb.~~
~~Inventoried 4/17/47 (Munis Inv.)~~
0.458 Miles of ~~38' H~~ 38' H - Curb To Curb.
0.372 Miles of ~~30' H + E 4 W~~ - Curb To Curb.
Inventoried 6/23/45 30' H

Inv. Index Map o.k.
To Be Put on Rd. Impr Index Map
Inv. Book o.k.
To Be Put on Tracing.
To Be Put on SM Forms.
To Be Put on Tab. Sheets.
To Be Put on SLD
To Be Put on Rd. Life Cards.
To Be Put on Munis. Inv.

Mr. W. P. Childs,
Mr. P. A. Morison
Mr. G. B. Chaires
Mr. F. P. Scrivener
Mr. C. L. Wannen
Mr. Allan Lee
Mr. G. H. Lewis, Jr.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, APRIL 13, 1949
***

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

The following Ordinance enacted by The Mayor and Council of Hagerstown on the 18th day of March, 1949, and approved on the 25th day of March, 1949 by Mayor Richard H. Sweeney, attested by Elden L. Kerney, City Clerk, was, after being read, formally accepted by the Commission and acceptance so indicated on copy of the said Ordinance by the signature of Robert M. Reindollar, Chairman, duly attested by Lamar H. Steuart, Secretary. The said Ordinance was approved as to form and legal sufficiency by Special Assistant Attorney General Robert E. Clapp, Jr. on the 5th day of April, 1949.

"AN ORDINANCE granting to the State of Maryland, to the use of the State Roads Commission of Maryland, the public easement in the bed of Virginia Avenue, one of the streets in the City of Hagerstown, Maryland, extending from curbline to curbline, and beginning on said street at the present Southern corporate limits of the City of Hagerstown and extending in a Northerly direction to the present right-of-way or railroad crossing of the Norfolk and Western Railway Company, to the full extent of the rights, powers and title thereto now vested in The Mayor and Council of Hagerstown, a municipal corporation of the State of Maryland, insofar as may be necessary for public thoroughfares over said portion of street, and relinquishing to the State of Maryland, to the use of the State Roads Commission of Maryland, the jurisdiction and control over said portion of street to the full extent provided in the Acts of the General Assembly of Maryland, under which the State Roads Commission is now constructing, reconstructing and maintaining public roads and highways.

WHEREAS, it is the desire of the State Roads Commission of Maryland to include said portion of Virginia Avenue in the City of Hagerstown in its network of State highways, and to incorporate same into the State System of Roads and Bridges, over which it has jurisdiction and control; and

WHEREAS, the said State Roads Commission of Maryland has requested that for the purposes aforesaid, the public easement in the bed of said portion of street, to the full extent of the rights, powers and title thereto which is now vested in The Mayor and Council of Hagerstown, insofar as the same may be necessary for the purpose of State highways, be granted to the State of Maryland, to the use of the State Roads Commission of Maryland, pursuant to the provisions of the several Acts of the General Assembly of Maryland under which the said State Roads Commission is constructing, reconstructing and maintaining public roads and highways; and furthermore that the said The Mayor and Council of Hagerstown shall relinquish to the State of Maryland to the use of the State Roads Commission of Maryland, jurisdiction and control over the said bed of said portion of Virginia Avenue, as a public highway, to

Washington County

Mr. E. L. Dallas,
Mr. F. M. Dawson
Mr. D. S. Gantrey,
Mr. J. W. Jackson
Mr. C. L. Sexton
Mr. Allan Lee
Mr. E. E. Lewis, Jr.

PROPERTY RIGHTS DIVISION OF VIRGINIA OF THE STATE ROADS COMMISSION
BOARDMAN, APRIL 16, 1962

Present: Mr. Robert B. Reinhalter, Chairman, Senator Joseph B. Tharpe and Mr. Russell H. Dodson.

The following Ordinance enacted by the Mayor and Council of Tangier-land on the 12th day of March, 1962, was approved on the 13th day of March, 1962 by Mayor Edward E. Kennedy, attested by Edwin E. Tarney, City Clerk, was, after being read, formally accepted by the Commissioners and accompanies as indicated in copy of the said Ordinance by the signature of John F. Reinhalter, Chairman, duly attested by Joseph E. Dennis, Secretary. The said Ordinance was approved as to form and legal sufficiency by Special Assistant Attorney General Robert A. Clapp, Jr. on the 13th day of April, 1962.

"AN ORDINANCE granting to the State of Maryland, to the use of the State Roads Commission of Maryland, the public easement to the bed of Virginia Avenue, one of the streets in the City of Tangier, Maryland, extending from Smith to Crisfield, and beginning on said street at the present northern private limits of the City of Tangier and extending in a Northerly direction to the present right-of-way, or railroad crossing of the Norfolk and Western Railway Company, to the full extent of the rights, powers and title thereto now vested in the Mayor and Council of Tangier, a municipal corporation of the State of Maryland, insofar as may be necessary for public thoroughfare over and upon said portion of Virginia Avenue, and relinquishing to the State of Maryland, to the use of the State Roads Commission of Maryland, the jurisdiction and control over said portion of Virginia Avenue to the full extent provided in the Act of the General Assembly of Maryland, under which the State Roads Commission is now authorized, reconstructing and maintaining roads and highways.

WHEREAS, it is the desire of the State Roads Commission of Maryland to include said portion of Virginia Avenue in the City of Tangier in its network of State highways, and to incorporate same into the State System of Roads and highways, over which it has jurisdiction and control; and

WHEREAS, the said State Roads Commission of Maryland has requested that the various aforesaid, the public easements in the bed of said portion of Virginia Avenue, to the full extent of the rights, powers and title thereto which is now vested in the Mayor and Council of Tangier, thereby as the same may be necessary for the purpose of State highways, be granted to the State of Maryland, to the use of the State Roads Commission of Maryland, pursuant to the provisions of the several acts of the General Assembly of Maryland under which the said State Roads Commission is constituted, reconstructing and maintaining public roads and highways; and furthermore that the Mayor and Council of Tangier shall relinquish to the State of Maryland the use of the State Roads Commission of Maryland, and control over the said portion of said portion of Virginia Avenue, as a public highway, to

the extent provided in the above mentioned Acts of Assembly, so that the same may be hereafter under the jurisdiction and control as aforesaid, of the State Roads Commission of Maryland, its successors and assigns, and any other official or agent, who may hereafter be assigned by the State of Maryland for the performance of such duties; and

WHEREAS, all public utilities having franchise rights over, on and under said Virginia Avenue have consented to the granting of said public easement by The Mayor and Council of Hagerstown to the State of Maryland, to the use of the State Roads Commission of Maryland, and

WHEREAS, The Mayor and Council of Hagerstown have agreed to comply in full with the requests aforesaid and deem the same desirable.

SECTION 1. NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND COUNCIL OF HAGERSTOWN, that the public easement in the bed of Virginia Avenue, one of the Streets in Hagerstown, Maryland, extending from curb line to curb line, and beginning at the present Southern corporate limits of the City of Hagerstown, on said street, and extending in a Northerly direction to the present right-of-way or railroad crossing of the Norfolk and Western Railway Company, to the full extent of the rights, powers and title thereto now vested in The Mayor and Council of Hagerstown, be and the same is hereby granted to the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, so far as the same may be necessary for the construction, reconstruction and maintenance of the same as a public highway of the State of Maryland.

And The Mayor and Council of Hagerstown do hereby transfer to the State of Maryland, to the use of the State Roads Commission of Maryland, jurisdiction and control over the bed of said portion of Virginia Avenue from curb line to curb line, to the extent provided in the Acts of the General Assembly of Maryland, relating to State Roads, so that such jurisdiction and control may be hereafter exercised by the State Roads Commission of Maryland, or any official or officials, agent or agents of the State of Maryland to whom the same may be delegated or committed.

Sec. 2. Nothing in this Ordinance contained shall be taken or construed to deprive The Mayor and Council of Hagerstown of the right to exercise police powers over said streets within the corporate limits of the City of Hagerstown to the same extent as the same has heretofore been exercised, or to permit such work thereon or therein in the construction and maintenance of such public improvements as may from time to time, in the judgment of said Mayor and Council and the Chief Engineer of the State Roads Commission, be necessary and proper. Such work, however, to be done under the supervision and to the satisfaction of the State Roads Commission and without any expense to the said State Roads Commission upon the giving of at least ten days written notice to the State Roads Commission prior to the commencement of such work, except that emergency repairs may be made at any time without notice, provided notice is given immediately to said State Roads Commission, so that it shall have the opportunity to inspect and approve said work.

Wash Co

It is understood that The Mayor and Council of Hagerstown shall reserve the right to install, maintain and use parking meters on said streets, in a manner so that through traffic will not be endangered, delayed or interfered with. It is further understood that special parking privileges for physicians and for other similar emergency purposes will be reserved to the said The Mayor and Council of Hagerstown. The Mayor and Council of Hagerstown shall retain the duties and be solely responsible for the cleaning of said portion of street, the removal of snow and debris therefrom, and the maintenance and provision of proper drainage facilities thereon.

Sec. 3. All ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Sec. 4. That this Ordinance shall not take effect until there has been filed with The Mayor and Council of Hagerstown, Maryland, by the said State Roads Commission of Maryland, a written acceptance of the terms of this Ordinance within ninety days from the date of the passage of same. In the event said State Roads Commission of Maryland shall fail to file said notice of acceptance as aforesaid within ninety days from the date of passage of same by The Mayor and Council of Hagerstown, Maryland, then this Ordinance shall be null and void, and of no effect, and all rights and privileges hereby granted shall cease and determine. Upon the adoption of the said Ordinance and the acceptance as aforesaid, it is understood and agreed that the terms of this Ordinance shall constitute a valid contract between the City of Hagerstown and the State Roads Commission of Maryland."

Wash Co

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, DECEMBER 15, 1948

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

Chief Engineer W. F. Childs, Jr., under date of December 14, addressed a letter to the State Roads Commission to the effect that Mr. E. C. Shreve, Chief Engineer of the Western Maryland Railway Company, by letter dated November 27, has requested that upon completion of the Keyser-McCool Bridge, which will eliminate the existing railroad grade crossing, that the flashing signals at this location be removed to Md. Route 464 at Cavetown.

F.A. 67 — on U.S. 220 In Allegany Co.

Md. 64 — 464
FAS 115
WASH. Co.

It is estimated that the cost of relocating these flashing signals will amount to $4,500, and Mr. Shreve advises that the Western Maryland Railway Company is agreeable to assuming 10% of the cost.

Mr. Childs ends his letter by stating that the Traffic Division computes the hazard rating at the Cavetown crossing at 8.73, which places it in No. 1 priority group for crossings at grade of the Western Maryland Railway Company.

Following the reading of this letter and some discussion on the part of the members of the Commission, it was decided to comply with Mr. Shreve's request upon completion of the proposed Keyser-McCool Bridge.

CC: Mr. W. F. Childs, Jr.
Mr. P. A. Morison (2)
Mr. G. B. Chaires
Mr. G. N. Lewis, Jr.
Mr. Allan Lee
Mr. Wm. H. Bishop, Jr.
Mr. H. C. Bowers
Capt. R. M. Ridgely
Mr. C. L. Wannen

File with Minutes
Upon Completion of Keyser-McCool Bridge
{ Correct Co. Tracing
{ Correct Hazard Ratings on Both Roads

Mr. D. W. Cassell

COPY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, AUGUST 13, 1947

Present: Mr. Robert M. Reindollar, Chairman, Messrs. P. Watson Webb and Russell H. McCain

Under date of August 7, 1947, Chief Engineer Wilson T. Ballard, with a letter to the State Roads Commission, transmitted a request dated May 23, 1947 from Mr. E. C. Shreve, Chief Engineer of the Western Maryland Railway Company, for the installation of flashing light signals at the point where their double track main line crosses the county highway which extends between and connects U.S. Route 11 and Maryland Route 60 in a community known as "Paramount" approximately 3 miles north of Hagerstown. Mr. Ballard also submitted an analysis of conditions at the said crossing, which had been submitted to him by Mr. Herbert C. Bowers, Assistant Highway Engineer, under date of July 22, 1947, recommending the installation, which it is estimated will cost $3,600.00.

As evidenced by a letter from Mr. Shreve, dated August 1, 1947, the Railway will agree to contribute 10% of the cost, the balance to be financed from Federal Aid grade crossing funds, which according to Mr. Ballard's letter, are more than sufficient to take care of this particular crossing. He states that at this time there is available to us $11,000.00 of unprogrammed Federal Aid grade crossing funds in the form of residues from 1941, 1942 and 1943 allotments.

Following a review of the correspondence file of the letters submitted, the Commission, upon motion made and seconded, voted its approval of the installation of the flashing lights requested in accordance with the terms and conditions as above outlined.

Copies
Mr. R. M. Reindollar
Mr. W. T. Ballard
Mr. P. A. Morison (2)
Mr. D. P. Campbell
Mr. W. F. Childs, Jr.
Mr. L. A. Kahn
Mr. G. N. Lewis, Jr.
Mr. E. R. McShane
Capt. R. M. Ridgely
J. L. Mintiens
H. C. Bowers

Hancock has changed tabulation to suit
9/8/47

INTERDEPARTMENTAL

DEPARTMENT OF PUBLIC WORKS
STATE OF MARYLAND

STATE ROADS COMMISSION

DISTRICT OR
DIVISION _____

File

August 21, 1946.

To: Mr. Cassell

From: Mr. Childs

Subject: S.R.C. Minutes

For your information, there is transmitted herewith copy of excerpt from minutes of meeting of the State Roads Commission on Wednesday, July 17, 1946, concerning changes in the three year post-war highway and bridge construction program for Washington County.

Wm. F. Childs, Jr.

Wm. F. Childs, Jr.,
Director

jf

Copy: Mr. R. M. Reindollar
Mr. W. T. Ballard
Mr. P. A. Morison
Mr. A. F. Shure
Mr. G. B. Chaires
Mr. W. F. Childs, Jr.
Mr. L. A. Kahn
Mr. W. C. Hopkins
County Commissioners
Mrs. Rice
Mr. W. A. Codd

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JULY 17, 1946
***

Present: Mr. Robert M. Reindollar, Chairman, Messrs. P. Watson Webb and Russell H. McCain.

At a regular meeting of the Commission held on September 11, 1945, the post-war highway and bridge construction program for Washington County was adopted for a three-year period, as recommended by the County Commissioners of said County. Subsequently correspondence discloses that certain changes in the program as adopted were requested by Members of the County Board, and at this meeting there was read a letter from Chief Engineer Wilson T. Ballard, addressed to the State Roads Commission under date of July 16, which letter refers to a letter received from the County Commissioners of Washington County, dated May 23, 1946, which states that the said County Authorities, on Tuesday the 21st day of May passed certain resolutions approving the following secondary roads to be constructed by Federal participation, in the order in which they are listed hereunder:

1. Roxbury Road
2. Hollow Road
3. Smithsburg-Pondsville Road
4. Funkstown-Chewsville Road

Again, under date of July 8, the County Board addressed a letter to the State Roads Commission, in which reference is made to their letter of May 23, and in which they state with respect to the recommended roads: "They are to be constructed in the order named in above letter, i.e., Roxbury Road, Hollow Road, Smithsburg-Pondsville Road and Funkstown-Chewsville Road."

Referring again to Chief Engineer Ballard's letter of July 16, we quote therefrom as follows:

"On the day preceding the communication from the County Commissioners - namely, May 22nd - Mr. Morison made his report on the changes in the proposed design of the several highways for the purpose of reducing the construction costs. This report did not, however, include the fourth project in the list as set up by the County Commissioners in their letter of May 23rd, namely, the Funkstown-Chewsville Road. No reference was made in Mr. Morison's report as to the fourth project in the order of priority, but the Spickler Shop Road was referred to in his letter as having fifth priority.

In any event, upon receipt of the report from Mr. Morison, the Department of Plans and Surveys prepared estimates on the several projects as follows:

1 - Roxbury Road	1.5 Mi.	$ 57,900.00
2 - Hollow Road	1.35 "	50,400.00
3 - Smithsburg-Pondsville Rd. (Mountain Road)	1.9 "	64,000.00
4 - Spickler Shop Road	1.0 "	42,000.00

Copy: Mr. R. E. Reinhollar Mr. [illegible] Mr. [illegible]
Mr. [illegible] T. Ballard Mr. [illegible] F. Collins, Jr. Mr. [illegible]
Mr. F. A. Morison Mr. [illegible] Mr. [illegible]
Mr. [illegible] Z. Grove Mr. [illegible] C. Hopkins

EXCERPT FROM MINUTES OF THE BOARD OF COUNTY COMMISSIONERS
MONDAY, JULY 17, 1944
***

Present: Mr. Robert E. Reinhollar, Chairman, Lawrence F. Wrenn Vice and Donnell E. Mackin.

At a regular meeting of the Commission held on September 11, 1943, the post-war highway and bridge construction program for Washington County was adopted for a three-year period, as recommended by the County Commissioners of said County. Subsequently correspondence disclosed that certain changes in the program as adopted were requested by members of the County Board, and at this meeting there was read a letter from Chief Engineer William I. Ballard, addressed to the State Roads Commission under date of July 1, which letter refers to a letter received from the County Commissioners of Washington County, dated May 2, 1944, wherein states that the said county authorities, on Monday the 22nd day of May, passed certain resolutions approving the following secondary roads to be constructed by Federal participation, in the order in which they are listed hereunder:

1. Hockory Road
2. Hollow Road
3. Hedgesburg-Fonderville Road
4. Funkstown-Clearsville Road

Again, under date of July 5, the County Board addressed a letter to the State Roads Commission, in which reference is made to their letter of May 22, and in which they state with respect to the recommended roads: "They are to be constructed in the order named in above letter, i.e., Hockory Road, Hollow Road, Hedgesburg-Fonderville Road and Funkstown-Clearsville Road."

Referring again to Chief Engineer Ballard's letter of July 1, he proceeds therein as follows:

"On the day preceding the aforementioned date the County Commissioners - namely, May 22nd - Mr. Jackson made his report on the changes in the proposed design of the several highways for the purpose of reducing the construction costs. This report did not, however, include the fourth project in the list as set up by the County Commissioners in their letter of May 22, namely, the Funkstown-Clearsville Road. No reference was made in Mr. Jackson's report as to the fourth project in the order of priority, but the Optimist Shop Road was referred to in his letter as being fifth priority.

In any event, upon receipt of the report from Mr. Jackson, the Department of Plans and Surveys prepared estimates on the several projects as follows:

1 - Hockory Road	1.5 mi.	$ 57,000.00
2 - Hollow Road	1.25 "	50,000.00
3 - Hedgesburg-Fonderville Rd. (Funkstown Road)	1.5 "	64,000.00
4 - Sylvester Shop Road	1.0 "	42,000.00

Because of the apparent uncertainty as to the fourth project on the list and which, incidentally, replaces what was formerly referred to in the Commission's minutes of September 11, 1945 as the Cool Hollow Road, - a project which was withdrawn at a later date, per the request of the County Commissioners - the matter was referred to the Cumberland office for clarification, and we have a letter from the County Commissioners, which bears the date of July 8, 1946 and which is attached hereto, requesting that the roads be constructed in the order as outline in their letter of May 23rd. This order, together with the estimated costs, is listed hereunder:

1 - Roxbury Road	1.5 Mil.	$ 57,900.00
2 - Hollow Road	1.35 "	50,400.00
3 - Smithsburg-Pondsville Rd. (Mountain Road)	1.9 "	64,000.00
4 - Funkstown-Chewsville Road	2.9 "	89,900.00

On the basis of the available funds from the Federal Highway Act of 1944, Washington County will have a total of $64,144.22 annually, and if these funds are matched with a like amount, the County will have from all sources a total of $384,865.32 over a three-year period, and it in order to consider the total of these funds in preparing for the post-war program which, on the basis of an annual expenditure over the three-year period, would permit construction to proceed as follows:

Recommendations - First Year

1 - Roxbury Road	1.5 Mi.	$ 57,900.00
2 - Hollow Road	1.35 "	50,400.00
		$108,300.00

Recommendations - Second Year

3 - Smithsburg-Pondsville Rd. (Mountain Road)	1.9 "	$ 64,000.00
4 - Funkstown-Chewsville Road	2.9 "	89,900.00
		$153,900.00

Recommendations - Third Year

No Program.

Summary

First Year	- -	$108,300.00
Second Year	- -	153,900.00
Third Year	- -	-
Total	-	$262,200.00

Because of the apparent uncertainty as to the fourth project on the list and which, incidentally, replaces what was formerly referred to in the Commissioner's minutes of September 11, 1945 as the Coal Hollow Road, - a project which was withdrawn at a later date, at the request of the County Commissioners - the matter was referred to the Bureau of Office for clarification, and we have a letter from the County Commissioners, which bears the date of July 8, 1946 and which is attached hereto, requesting that the roads be constructed in the order as outline in their letter of May 23rd. This order, together with the estimated costs, is listed hereunder:

1 - Roxbury Road	1.5 Mi.	$ 57,900.00
2 - Hollow Road	1.25 "	50,400.00
3 - Smithsburg-Pondsville Rd. (Mountain Road)	1.5 "	64,000.00
4 - Funkstown-Clearsville Road	2.0 "	80,000.00

On the basis of the available funds from the Federal Highway Act of 1944, Washington County will have a total of $94,144.22 annually, and if those funds are matched with a like amount, the County will have from all sources a total of $188,288.44 over a three-year period, and it is in order to consider the total of these funds in preparing for the post-war program which, on the basis of an annual expenditure over the three-year period, would permit construction to proceed as follows:

Recommendations - First Year

1 - Roxbury Road	1.5 Mi.	$ 57,900.00
2 - Hollow Road	1.25 "	50,400.00
		$108,300.00

Recommendations - Second Year

3 - Smithsburg-Pondsville Rd. (Mountain Road)	1.5 "	$ 64,000.00
4 - Funkstown-Clearsville Road	2.0 "	80,000.00
		$144,000.00

Recommendations - Third Year

No Project.

Summary

First Year	-	$108,300.00
Second Year	-	144,000.00
Third Year	-	-
Total	-	$252,300.00

It will be noted that the aggregate construction costs for the two-year period will amount to $262,200.00, thus leaving available $122,665.32 for the third year period on the basis of equal matching. If, however, no further matching is done by the County Commissioners, there will remain the third year Federal funds now available for Washington County unmatched and without allocation."

The Commission, upon motion duly made and seconded, accepted the program as now proposed by the Washington County authorities and as outlined in detail above.

It is noted in Chief Engineer Ballard's letter that "the Deparment of Plans and Surveys has made surveys and is preparing plans on the Roxbury and Hollow Roads, projects 1 and 2 in the order of priority."

C
O
P
Y

INTERDEPARTMENTAL

DEPARTMENT OF PUBLIC WORKS
STATE OF MARYLAND

STATE ROADS COMMISSION

DISTRICT OR
DIVISION_____

October 19, 1945.

To: Mr. Cassell

From: Mr. Childs

Subject: S.R.C. Minutes

For your information, there is transmitted herewith copy of excerpt from minutes of meeting of the State Roads Commission on Tuesday, September 11, 1945, covering the recommendations for Washington County's post-war highway and bridge construction program, which recommendations were approved as submitted, in the order of priority as listed.....

Wm. F. Childs, Jr.

Wm. F. Childs, Jr.,
Director

jw

Copy: Mr. W. T. Ballard
Mr. R. M. Reindollar
Mr. A. F. Shure
Mr. W. A. Codd
Mr. L. A. Kahn
Mr. W. C. Hopkins
Mr. W. F. Childs, Jr.
Mr. G. B. Chaires

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.

In accordance with a letter of September 10, addressed to the State Roads Commission by Chief Engineer Wilson T. Ballard, the County Commissioners of Washington County have presented to the Commission the following post-war highway and bridge construction program for the said County. This program, as stated, has been reviewed by the late District Engineer Downey, District Engineer Chaires, the Traffic Division, and the several engineering departments of this office, and is presented as listed in the order of construction priority, type of construction, mileage, and estimated cost:

Priority No.	Proj. No.	Location	Type of Highway or Bridge	Mil.	Est. Cost
1	15	Roxbury Rd. at intersection of Newcomer Rd.	16' - 3" Mac.Surf. " - 5" " " 30' Grading	1.50	$ 95,200.00
2	36	Mt. Lena to Bagtown	" " "	2.50	92,700.00
3	21	Mountain Rd. from Smithsburg to Pondsville	" " "	1.90	72,100.00
4	33	Cool Hollow Road	" " "	1.00	34,000.00
5	5	Spickler Shop at Rt. 40 north to Clearspring Rd.	" " "	1.00	45,000.00
6	3	Gossard's Mill Road	" " "	1.40	57,200.00
7	6	Halfway west to Hopewell Road	" " "	1.50	51,200.00
8	34	Penal Farm Rd. - B. & O. R.R. to Roxbury Rd.	" " "	0.60	19,700.00
9	28	Rt. 40 at Hopewell north to Broadfording Rd.	" " "	1.30	50,800.00
10	38	From Rt. 40, 1 mi. w. of Milestone northeasterly	" " "	2.49	116,600.00
11	19	Beard's Church Road	" " "	0.80	25,500.00
12	18	Boonsboro N.E. to Mapleville	" " "	2.30	76,800.00
13	16	Cheese Hollow Rd. from Chewsville n. twds. Smithsburg	" " "	1.60	49,600.00
14	38A	Beg. at North end of Item #10 N.E. to Penna. Line	" " "	1.35	43,000.00

Mr. E. T. Hallard — Mr. A. Todd — Mr. M. F. Chilman, Jr.
Mr. E. E. Hallsollar — Mr. L. L. Mann — Mr. C. S. Thaiens
Mr. W. F. Shore — Mr. W. Hopkins

MINUTES OF MEETING OF DIRECTORS OF THE STATE HIGHWAY COMMISSION
TUESDAY, SEPTEMBER 11, 1945

Present: Mr. Ben . Whitson, Chairman, Presiding. E. Watson Bond, Commissioner. Members.

In accordance with a letter of September 10, addressed to the State Roads Commission by Chief Engineer Wilson T. Hallsollar, the County Commissioners of Washington County have presented to the Commission the following post-war highway and bridge construction program for the said County. This program, as stated, has been reviewed by the Chief Engineer, District Engineer Dempsey, District Engineer Chalmers, the Traffic Division, and the several engineering departments of this office, and is presented as listed in the order of construction priority, type of construction, mileage, and estimated cost:

Priority No.	Proj. No.	Location	Type of Highway or Bridge	Mil.	Est. Cost
1	15	Boonsboro Rd. at intersection of Antietam Rd.	16' - 24' Mac. Surf. " - 24' " " 20' Grading	1.50	$ 95,200.00
2	36	Md. Line to Sharpsburg	" " "	2.50	92,700.00
3	21	Zeadale Rd. from Williamsburg to Pecktonville	" " "	1.00	72,100.00
4	32	Cool Spring Road	" " "	1.00	34,000.00
5	5	Hagerstown Rd. at Rt. 40 north to Clearspring Rd.	" " "	1.50	45,000.00
6	2	Conococheague Mill Road	" " "	1.40	37,200.00
7	6	Railway east to Hopewell Road	" " "	1.50	51,000.00
8	24	Pennsylvania Line - S. of U.S. to Rt. 40	" " "	0.60	19,700.00
9	28	Rt. 40 at Hopewell north to Broadfording Rd.	" " "	1.50	53,200.00
10	34	From Rt. 40, 1 mi. W. of Hillsboro northeasterly	" " "	2.49	116,600.00
11	19	Beard's Church Road	" " "	0.50	27,500.00
12	14	Hagerstown Rd. to Williamsport	" " "	2.50	96,800.00
13	16	Cheese Hollow Rd. from Cheesville to Md. Rt. Sharpsburg	" " "	1.00	49,000.00
14	10	Bay. at North end of Item #10 U.S. to Fairview Line	" " "	1.35	43,000.00

S.R.C. 9/11/45.

Priority No.	Proj. No.	Location	Type of Highway or Bridge	Mile.	Cost
15	1	Funkstown-Chewsville Rd. N. to Chewsville	16'-3" Mac. Surf. " -5" " " 30' Grading	2.90	$ 89,900.00
16	32	Wagaman Rd. from Roxbury to B. & O. R.R.	" " "	1.00	31,800.00
17	24	Smithsburg-Ringgold East	" " "	2.10	96,500.00
18	23	Starting from macadam, E. of Smithsburg, & leading to macadam rd. to Leitersburg	" " "	0.90	37,600.00
19	17	The Oaks Rd. parallel with Rt. 11 at Airport to Pa.Line	" " "	1.10	34,800.00
20	35	Rd. from Beathedsville Sta. to Manor Church Rd.	" " "	1.10	34,800.00
21	25	From Mac. Rd. nr. Ringgold to Smithsburg-Ringgold Rd.	" " "	0.80	48,800.00
22	27	Leading from Ringgold Mac. Rd. to Leitersburg-Smithsburg	" " "	1.60	62,000.00
23	8	Rohrersville to Mt. Carmel Rd.	" " "	3.70	159,300.00
24	29	Mac.Rd. at Appleton W. to Boonsboro-Keedysville	" " "	2.30	97,300.00
25	11	Kemp Mill Rd. at Br. to Ridge Rd.	" " "	1.90	70,800.00
26	2	Miller's Church Rd. from Leitersburg to Mac. Rd.	" " "	2.00	60,700.00
27	22	Wishard Orchard Road	" " "	0.90	28,800.00
28	31	From Mapleville Rd. W., then S. to Devil's Backbone Rd. to Conscientious Objector's Camp	" " "	1.05	34,400.00
29	26	Old Cable Distillery Rd. to Ringgold Rd.	" " "	0.60	19,500.00
30	4	S. of Chewsville Park at Paulsgrove Garage to Chewsville-Dunkard Ch. Rd.	" " "	0.90	29,400.00
31	14	Fred Newcomer Rd. at Benevola	" " "	0.50	46,800.00

Priority No.	Proj. No.	Location	Type of Highway or Bridge	Mile.	Cost
15	1	Summerdown-Cheswellville rd. N. to Cheswellville	16'-32" Macc. Surf. " -32" " " 30' Grading	2.90	1,09,900.00
16	32	Hagaman rd. from Hickory to E. & E. r.r.	" " "	1.00	24,800.00
17	24	Smithsburg-Hingold road	" " "	2.10	94,500.00
18	23	Sterling from Meadow, N. of Smithsburg, & leading to Meadow rd. to Leitersburg	" " "	0.80	37,600.00
19	17	Ho Cake Rd. parallel with Rt. 11 as Airport to Ira.Line	" " "	1.10	34,800.00
20	35	Rd. from Boonsboroville Sta. to Manor Church rd.	" " "	1.10	34,800.00
21	25	From Rec. Rd. Nr. Hingold to Smithsburg-Hingold Rd.	" " "	0.50	48,800.00
22	27	Leading from Hingold Rec. Rd. to Leitersburg-Smithsburg	" " "	1.60	62,000.00
23	8	Somerville to Mt. Carmel Rd.	" " "	3.70	158,300.00
24	29	Rec. Rd. at Appleton N. to Boonsboro-Keedysville	" " "	2.30	97,300.00
25	11	Kemp Mill Rd. at Nr. to Ridge Rd.	" " "	1.90	70,000.00
26	2	Miller's Church Rd. from Leitersburg to Rec. Rd.	" " "	2.00	60,700.00
27	22	Wisher Orchard Road	" " "	0.90	28,800.00
28	21	From Keedysville Rd. N., then S. to Devil's Backbone Rd. to Conscientious Objector's Camp	" " "	1.05	34,500.00
29	26	Old Cable Distillery Rd. to Hingold Rd.	" " "	0.60	19,500.00
30	4	S. of Cheswellville Park at Paul Pro. Garage to Cheswellville-Downard Co. Rd.	" " "	0.70	25,400.00
31	16	Fred Rencour Rd. at Zomevola	" " "	0.50	16,300.00

Priority No.	Proj. No.	Location	Type of Highway or Bridge	Mil.	Est. Cost
32	7	South Mt. on Rt. 40 W. of Steep Hill	16'-3" Mac. Surf. " -5" " " 30' Grading	1.10	$ 35,700.00
33	20	Unger Road	" " "	1.70	65,400.00
34	30	Mapleville W. to Rt. 40 nr. Benevola	" " "	1.30	41,600.00
35	9	Mondel-Sharpsburg Road	" " "	2.60	89,500.00
36	37	Cont. of Rd. from Breathedsville to Boonsboro Rd. to Conscientious Obj. Camp	" " "	0.90	29,400.00
37	10	Pitcock Mill Road	" " "	2.30	81,900.00
38	12	N. from Broadfording Rd. to Salem Church	" " "	0.70	25,300.00

The recommendations, as hereinafter set forth, for the three year program, which follow the order of priority as adopted after several conferences attended by District Engineer Chaires, representatives of the Traffic Division, and the County Commissioners of Washington County, and which do not, however, follow the order as originally presented by the County Commissioners, were approved by the Commission.

Recommendations - First Year

Priority No.	Proj. No.	Location	Mileage	Est. Cost
1	15	Roxbury Rd. at intersection of Newcomer Rd.	1.50	$ 95,200.00
2	36	Mt. Lena to Bagtown	2.50	92,700.00
				$ 187,900.00

Recommendations - Second Year

3	21	Mountain Rd. from Smithsburg to Pondsville	1.90	$ 72,100.00
4	33	Cool Hollow Road	1.00	34,000.00
				$ 106,100.00

Priority No.	Proj. No.	Location	Type of Surface or Bridge	Wid.	Est. Cost
22	7	Bouck Ave. on Rt. 23 at Stony Brook.	24'-2" conc. Surf. " - " " 22' crossing	1.10	$ 55,000.00
23	20	Bunge road	" " "	1.70	65,000.00
24	20	Moorsville - Rt. 10 to Rt. 10 nr. Zanesville	" " "	1.50	12,000.00
25	9	Mendel-Sharpsburg road	" " "	2.60	80,000.00
26	27	Cons. of Rd. from Brandywine-village to Roundtree Rd. to Donnelsville Rd. Bump	" " "	3.90	20,000.00
27	10	Pleasant Valley Road	" " "	2.30	21,000.00
28	12	R. from Springfield Rd. to Dalton Church	" " "	3.70	23,000.00

The recommendations, as herein after set forth, for the three year program, which follow the order of priority as adopted after several conferences attended by certain Engineer Officers, representatives of the Traffic Division, and the County Commissioners of Washington County, and which do not, however, follow the order as originally presented by the County Commissioners, were approved by the Commission.

Recommendations - First Year

Priority No.	Proj. No.	Location	Plans	Est. Cost
1	15	Rockbridge Rd. at intersection of Marcoster Rd.	1.50	$ 75,000.00
2	38	Rt. Lane to Bagtown	2.50	55,000.00
				$ 130,000.00

Recommendations - Second Year

3	22	Mountain Rd. from Smithsburg to Cowhavillie	1.90	$ 72,100.00
4	33	Coal Hollow Road	1.50	34,000.00
				$ 106,100.00

S.R.C. 9/11/45.

Recommendations - Third Year

Priority No.	Proj. No.	Location	Mileage	Est. Cost
5	5	Spickler Shop at Rt. 40 north to Clearspring Rd.	1.00	$ 45,000.00
6	3	Cossard's Mill Road	1.40	57,200.00
				$102,200.00

As to finances, Mr. Ballard states in his letter:

"The Federal Highway Act of 1944 makes available for Washington County $64,144.22 annually, and if these funds are matched with a like amount, the County will have from these sources a total of $384,865.32 over a three-year period, and it is in order to consider the total of these funds in preparing for the post-war program.

"It will be noted that the aggregate estimated construction cost of the projects for the three-year period will amount to $396,200.00, or $11,334.68 in excess of the probable available funds. It is probable, however, that, because of under-runs in contract prices, the projects as proposed will be constructed within the total probable available funds, so it is suggested that provisions be made for the construction of the projects as listed."

Mr. Ballard then states, with reference to the program submitted by the County Authorities comprising 38 projects, even though, as indicated above, there are funds only sufficient or available for the construction of six of these projects, "a great many of the projects listed do not fall within what has been established by the Traffic Division as a secondary system of County highways and, therefore, a wide range of recommendations is desirable from which to choose." Mr. Ballard continues by stating that "the 6 projects listed for construction during the three years are within the secondary system as proposed by the Traffic Division.

"There is one project only which should be considered for acceptance into the State highway system, namely, Project No. 3. This project will provide an extension of Maryland 616 and in the judgment of the Traffic Division, the request is justified."

COPY

Recommendations - Third Year

Priority Proj. No.	No.	Location	Mileage	Est. Cost
5	5	Spicular Shop at Rt. 40 north to Clearspring Rd.	1.00	$ 45,000.00
6	3	Conners's Mill Road	1.40	87,200.00
				$132,200.00

As to finances, Mr. Ballard states in his letter:

"The General Highway Act of 1944 makes available for Washington County $64,144.22 annually, and if these funds are matched with a like amount, the county will have from these sources a total of $128,288.22 over a three-year period, and it is in order to consider the total of these funds in preparing for the post-war program.

"It will be noted that the appropriate estimated construction cost of the projects for the three-year period will amount to $196,200.00, or $11,314.61 in excess of the probable available funds. It is probable, however, that, because of under-runs in contract prices, the projects as proposed will be constructed within the total probable available funds, so it is suggested that provisions be made for the construction of the projects as listed."

Mr. Ballard then states, with reference to the program submitted by the County Authorities comprising 28 projects, even though, as indicated above, there are funds only sufficient or available for the construction of six of these projects, "a great many of the projects listed do not fall within what has been established by the Traffic Division as a secondary system of County highways and, therefore, a wide range of recommendations is desirable from which to choose." Mr. Ballard continues by stating that "the 6 projects listed for construction during the three years are within the secondary system as proposed by the Traffic Division.

"There is one project only which should be considered for acceptance into the State highway system, namely, Project No. 3. This project will provide an extension of Marginal Rd and in the judgment of the Traffic Division, the request is justified."

COPY

Traffic

November 10, 1944

To: Mr. J. T. Gorsuch

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

Subject: Acceptance into State Highway System

In checking improvements to roads reported by District Engineers or County Roads Engineers annually on Form HPS 20 after field inventory, I notice in some cases the roads or sections of roads have Md. route numbers on the map. In many cases, I cannot find any official action by the State Roads Commission accepting these roads as a part of the State highway system.

I recall two recent cases in connection with the inventory of road improvements in Washington County. On the Funkstown-Chewsville Road a 0.40 mile starting 0.24 mile northeast of Funkstown and running toward the new Frederick-Hagerstown Road is shown as Md. 62. Also about two miles of road from Clear Spring towards Williamsport is shown as Md. 68.

I have searched the records and find no official action on these roads. Also the Secretary and District Engineer advise they have not been accepted as a part of the State highway system.

I do not know upon what authority these roads are shown as in the State system unless from Mr. Purdy or on Form HPS 20. These must be corrected both on the maps and in the records, which makes more confusion on LM and SM Forms.

In the future, we will not accept any change in or additions to the State highway system unless it is by official action of the State Roads Commission.

Washington County

Wm. F. Childs, Jr.,
Director

jw

HIGHWAY PLANNING SURVEY

INTEROFFICE CORRESPONDENCE

To Mr. G. W. Cassell, March 17, 1941.

From Mr. W. F. Childs, Jr.

Subject S. R. C. Minutes

We transmit herewith copy of excerpt from minutes of the State Roads Commission Tuesday, March 4, 1941.

"The Commission recently received an inquiry from Mr. F. W. Besley, State Forester, State Department of Forestry, with reference to the maintenance of 'the Fort Frederick Road, leading from the State Road into Fort Frederick' in Washington County."

"No record of Commission action showing that this road had been taken over for maintenance by the Commission could be found, and upon inquiry of Mr. Besley, he forwarded copies of correspondence which he had had in November, 1937, with Dr. Homer E. Tabler, the then Chairman of the State Roads Commission."

"For the purpose of record, the letter from H. E. Tabler, Chairman, to Mr. F. W. Besley, State Forester, dated November 24, 1937, and letter from F. W. Besley, State Forester, to Dr. H. E. Tabler, Chairman, dated November 29, 1937 are herewith set forth....."

Wm. F. Childs, Jr.

D

cc: Road Inventory Revision

Copy made for S.R.C. minutes file

MAR 17 1941

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, MARCH 4th, 1941
***

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

The Commission recently received an inquiry from Mr. F. W. Besley, State Forester, State Department of Forestry, with reference to the maintenance of "the Fort Frederick Road, leading from the State Road into Fort Frederick", in Washington County.

No record of Commission action showing that this road had been taken over for maintenance by the Commission could be found, and upon inquiry of Mr. Besley, he forwarded copies of correspondence which he had had in November, 1937, with Dr. Homer E. Tabler, the then Chairman of the State Roads Commission.

In letter dated November 24, 1937 from Dr. Tabler to Mr. Besley it is stated, "The Commission authorized me to inform you officially that the State Roads Commission has taken over the Fort Frederick Road leading from the State road into Fort Frederick, and will maintain the same", and since it is evident from this statement that it was the Commission's intention at that time to formally act on this matter, and since the road referred to is actually on State property, it was voted, in view of Mr. Tabler's letter to Mr. Besley, that the Commission record at this date the official acceptance of the said road as a part of the State System, and directed that it be maintained as such.

For the purpose of record, the letter from H. E. Tabler, Chairman, to Mr. F. W. Besley, State Forester, dated November 24, 1937, and letter from F. W. Besley, State Forester, to Dr. H. E. Tabler, Chairman, dated November 29, 1937, are herewith set forth.

November 24, 1937.

Mr. F. W. Besley, State Forester,
Fidelity Building,
Baltimore, Maryland.

Dear Sir:

The Commission authorized me to inform you officially that the State Roads Commission has taken over the Fort Frederick Road leading from the State road into Fort Frederick, and will maintain the same. We have also taken an option from Morris Smith and wife for the entrance to the right of way leading to the proposed Tonoloway Park. If and when you advise us, we will close this option and turn it over to you for such use as you see fit to make of it. We would appreciate information as to your desires concerning this option.

We have instructed our Right of Way Department to take up with you directly the possibility of condemning a piece of ground along Rock Creek east of Braddock Mountain in Frederick County on the new Hagerstown-Frederick Road. Any favorable consideration you can give this request will be appreciated.

If at any time we can be of service, please feel free to command us.

Very truly yours,

(Signed) H. E. Tabler
Chairman.

HET:EMR

Copy made for SRC minutes file

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
APRIL 2 - 3, 1940
***

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

The Commission executed in duplicate agreement, dated the 2nd day of April, 1940, between the State Roads Commission of Maryland and the Western Maryland Railway Company, for the erection of flashing light signal at the railroad grade crossing at Seminary Avenue, in the town of Hancock, Washington County, Maryland. It was directed that both copies of the said agreement be forwarded to the Western Maryland Railway Company for execution on its part.

COPY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
APRIL 2 - 3, 1940

Present: Mr. Ross H. Williams, Chairman, Moderator. J. Nathan Kehl and W. Frank Shaaff.

The Commission examined in duplicate agreement, dated the 2nd day of April, 1940, between the State Roads Commission of Maryland and the Western Maryland Railway Company, for the erection of flashing light signal at the railroad grade crossing at Cearfoss Avenue, in the town of Hancock, Washington County, Maryland. It was directed that two copies of the said agreement be forwarded to the Western Maryland Railway Company for execution on its part.

COPY

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, DECEMBER 12, 1939.

****

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

Under date of December 9, Chief Engineer Ballard addressed a letter to the State Roads Commission, in which reference is made to an application of the Western Maryland Railway Company for the shifting of the flashing light signal from Bridge Street in Hancock to the grade crossing over this Company's tracks at Seminary Avenue, also in Hancock, as the Bridge Street crossing has been closed. Mr. Ballard states -

"Mr. Pratt (Chief Engineer of the Western Maryland Railway Company) estimates that using the old equipment salvaged at Bridge Street, the light can be installed at Seminary Avenue at a cost of $1800. This estimate has been checked for us by Mr. Bowers, and found to be substantially correct. Mr. Bowers advises that the proposed relocation of the signal can be financed using a part of the Works Program Grade Crossing Funds available for new projects, as a result of underruns on completed grade-crossing projects.

The Highway Planning Survey, as a result of a recent traffic count, shows an average of approximately 175 highway vehicles using the crossing daily, and the daily railroad traffic of 17 trains.

The closing of Bridge Street has shifted highway traffic destined for Fort Tonoloway to this crossing."

Mr. Ballard recommends in his letter that the proposed relocation of the flashing signal be approved, and this recommendation, after due consideration, was, upon motion duly made and seconded, formally approved and authorized, the work to be financed as a Works Program Grade Crossing project.

MINUTES AND MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, DECEMBER 12, 1939.

Present: Mr. Ryan S. Mathews, Chairman, Boards. F. Wallace Roth and H. Frank Thomas.

Under date of December 9, Chief Engineer Bellamy advised a letter to the State Roads Commission, in which reference is made to an application of the Western Maryland Railway Company for the erection of two flashing light signal from Bridge Street in Hancock to the pedestrian over this Company's tracks at Seminary Avenue, also in Hancock, as the Bridge Street crossing has been closed. Mr. Bellamy states -

"Mr. Frank (Chief Engineer of the Western Maryland Railway Company) estimates that using his old equipment salvaged at Bridge Street, the light can be installed at Seminary Avenue at a cost of $1500. This estimate has been checked for us by Mr. Powers, and found to be approximately correct. Mr. Powers advises that the proposed relocation of the signal can be financed using a part of the Work Projects Funds heretofore available for new projects, as a result of underruns on completed grade-crossing projects."

The highway planning survey, as a result of a recent traffic count, shows an average of approximately 172 highway vehicles using the crossing daily, one car daily railroad traffic of 17 trains.

The closing of Bridge Street has shifted highway traffic destined for Fort Tonoloway to this crossing."

Mr. Bellamy recommends in his letter that the proposed relocation of the flashing signal be approved, and this recommendation, after due consideration, was considered advisable and recommended, formally approved and authorized, the work to be financed in a notice previous Grossing project.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, OCTOBER 24, 1939

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

The following Resolution was offered by Mr. Thomas and seconded by Mr. Webb:

WHEREAS, under an agreement dated the 29th day of November, 1937, by and between the State Roads Commission of Maryland and the Western Maryland Railway Company, provision was made for the elimination of a grade crossing along Bridge Street in Hancock, Washington County, Maryland, at a point near Railroad Valuation Station 5940 + 29 and a substitution therefor of an overhead crossing as an extension to the new bridge to be constructed over the Potomac River and its approaches, to carry highway traffic, said overhead crossing to be located at Railroad Valuation Station 5966 + 42, approximately 2,613 feet west by railroad direction from the existing grade crossing, pursuant to the terms of said agreement, and

WHEREAS the work called for in the said agreement has now been f fully completed and the new bridge over the Potomac River opened to traffic,

BE IT THEREFORE RESOLVED, That pursuant to the matters and facts above set forth and the terms of the agreement above referred to, that the grade crossing of the State Highway along Bridge Street, Hancock, which previously existed across the right of way and tracks of the Western Maryland Railway at or near Railroad Valuation Station 5940 + 29, be and the same is hereby legally vacated, abandoned and closed, and the engineers of the State Roads Commission are directed to physically close and obstruct the same.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
TUESDAY, OCTOBER 24, 1939

Present: Mr. Ezra B. Whitman, Chairman, Messrs. F. Mateus Roth and W. Frank Thomas.

The following Resolution was offered by Mr. Thomas and seconded by Mr. Roth:

WHEREAS, under an agreement dated the 29th day of November, 1937, by and between the State Roads Commission of Maryland and the Eastern Maryland Railway Company, provision was made for the elimination of a grade crossing also Bridge Serial No. 3 Dorchester County, Maryland, at a point near Railroad Valuation Station 5540 + 29 and a substitution therefor of an overhead crossing in an extension to the new bridge to be constructed over the Potomac River and its approaches, to carry highway traffic, said crossing to be located at Railroad Valuation Station 5540 + 29, approximately 2,415 feet east of Railroad Station 5540 + 29, approximately 2,415 feet east of the Maryland Terminal Station, Cambridge, Maryland, pursuant to the plans for said structure, and

WHEREAS the work called for in the said agreement has been fully completed and the new crossing over the Potomac River opened to traffic,

NOW IT THEREFORE RESOLVED, that pursuant to the authority and facts above set forth and the terms of the Agreement above referred to, that the grade crossing of the State Highway Bridge Street, Cambridge, which presently exists across the right of way and tracks of the Eastern Maryland Railway at or near Railroad Valuation Station 5540 + 29, be and the same is hereby legally vacated, abandoned and closed, and the engineers of the State Roads Commission are directed to physically close and obstruct the road.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
JUNE 14-15, 1939
***

Present: Mr. Ezra B. Whitman, Chairman, Mr. P. Watson Webb and Senator J. Glenn Beall.

The Commission executed in duplicate, agreement dated the 14th day of June, 1939, between the State Roads Commission of Maryland and the Norfolk and Western Railway Company, for the elimination of railroad grade crossing at Antietam, along the State Highway between Boonsboro and Sharpsburg, Washington County, Maryland.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, JUNE 7, 1939
***

Present: Mr. Ezra B. Whitman, Chairman, P. Watson Webb and Senator J. Glenn Beall.

The following Resolution was offered by Senator J. Glenn Beall and seconded by Mr. P. Watson Webb:

WHEREAS, under an Agreement dated the 27th day of October, 1938 by and between the State Roads Commission of Maryland and the Norfolk and Western Railway Company, provision was made for a road relocation at Vardo (Downsville Pike), Washington County, Maryland, and the closing of the State Road as now located across the right of way and tracks of the Norfolk and Western Railway Company at Railroad Mile Post H2 plus 1200' at Vardo, Downsville Pike, pursuant to the terms of said Agreement, and

WHEREAS the work called for in the said Agreement has now been fully completed and the new structure opened to traffic,

BE IT THEREFORE RESOLVED That pursuant to the matters and facts above set forth and the terms of the Agreement above referred to, that the grade crossing of the State Highway at Railroad Mile Post H2 plus 1200' at Vardo, which previously existed across the right of way and tracks of the Norfolk and Western Railway, be and the same is hereby ordered to be legally vacated, abandoned and closed June 9, 1939, and the engineers of the Commission are directed to physically close and obstruct the same.

Copy

(Date Received) Apr. 7, 1939.

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 29, 1939.

***

Present: Senator J. Glenn Beall, Chairman, Messrs. Elmer R. Jarboe and George F. Obrecht, Sr.

In connection with work to be performed as a W.P.A. project in the Town of Boonsboro, Washington County, along U.S. Route40 and State Route 34, which project provides for the construction of curb and paving of the area between the curbs and road metal, and which project is being sponsored by the State Roads Commission although the sponsor's contribution is to be taken care of jointly by the Town of Boonsboro and the State Roads Commission, and principally due to the fact that the Commission had not the proper jurisdiction over the area between the edge of the road metal and the curb line, the Burgess and Council of Boonsboro, Maryland, at a meeting of March 6, 1939, voted to give the State Roads Commission jurisdiction over all that part of Routes 40 and 34 within the corporate limits of Boonsboro, between the curb and the concrete shoulders, upon condition that the State Roads Commission pave this area in accordance with the W.P.A. project for this work and maintain the area to be paved hereafter as part of the State Roads Commission. In view of the action taken by the Burgess and Council of Boonsobor,

IT WAS RESOLVED, That the State Roads Commission formally accept the terms of the Resolution of the said Burgess and Council of Boonsobor, Maryland, passed at its meeting of March 6, 1939, and agrees to pave the area between the curb and the concrete shoulders along Routes 40 and 34 withij the corporate limits of Boonsboor, in cooperation with the said Town of Boonsboro, as a W.P.A. project, and after the completion of this work to maintain the said area along both of the named routes, within the corporate limits of the said Town of Boonsboro, as part of the State Roads System.

Copy to: Mr. N. L. Smith
Mr. W. A. Codd
Mr. A. F. Shure
Mr. W. F. Childs, Jr.

Copied from S.R.C. copy
J.D. 5/26/39

This work has not been done. On 4-8-39 asked C. D. Stansbury to send complete data when improvements are complete.

(Date Received) Apr. 7, 1939.

EXTRACT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION
WEDNESDAY, MARCH 29, 1939.

***

Present: Senator L. Glenn Beall, Chairman, Messrs. Albert R. Gorsuch and George W. Albrecht, Jr.

In connection with work to be performed as a W.P.A. project in the Town of Boonsboro, Washington County, along U.S. Bounded and State Route 34, which project provides for the construction of curb and paving of the area between the curbs and road model, and which project is being sponsored by the State Roads Commission although the sponsor's contribution is to be taken care of jointly by the Town of Boonsboro and the State Roads Commission, and primarily due to the fact that the Commission had not the proper jurisdiction over the area between the edge of the road model and the curb line, the Burgess and Council of Boonsboro, at a meeting of March 6, 1939, voted to give the State Roads Commission jurisdiction over all that part of Route 40 and 34 within the corporate limits of Boonsboro, between the curb and the concrete sidewalk, upon condition that the State Roads Commission pave this area in accordance with the W.P.A. project for this work and maintain the area to be paved hereafter as part of the State Roads Commission. In view of the action taken by the Burgess and Council of Boonsboro,

IT WAS RESOLVED, That the State Roads Commission formally accept the terms of the resolution of the said Burgess and Council of Boonsboro, Maryland, passed at its meeting of March 6, 1939, and agrees to pave the area between the curb and the concrete sidewalk along Route 40 and 34 within the corporate limits of Boonsboro, in cooperation with the said Town of Boonsboro, as a W.P.A. project, and after the completion of this work to maintain the said area along both of the named routes, within the corporate limits of the said Town of Boonsboro, as part of the State Roads System.

Copy to: Mr. L. L. Smith
Mr. J. A. Cook
Mr. A. T. Shure
Mr. W. W. Gallagher, Jr.

Copied from J.T.C. copy
L. L. 3/30/39

Title work has been noted in Index. On 4-5-39 copied J. T. Hathaway to send complete data from improvements and counties.

EXCERPT FROM MINUTES OF MEETING OF STATE ROADS COMMISSION
TUESDAY, NOVEMBER 15, 1938

Present: Senator J. Glenn Beall, Chairman, and Mr. Frank F. Luthardt.

As a matter of record and for confirmatory purposes, entry is herewith made of execution of agreement dated 10/27/38 by and between the State Roads Commission of Maryland and Norfolk and Western Railway Company, for elimination of existing grade crossing at Vardo, Downsville Pike, Washington County, Maryland, under provisions of U. S. Works Program Highway Project W.P.S.S. 408A, and Supplementary Agreement dated 10/27/38 between State Roads Commission of Maryland and Norfolk & Western Railway Company, modifying existing agreement of 9/24/36, with respect to flashing light signals to be erected at Vardo, Washington County, to provide for certain work to be performed under Federal Project #W.P.G.S. 408A.

Wash

Mark.

SEP 22 1938

EXCERPT FROM MINUTES OF MEETING OF THE STATE ROADS COMMISSION

THURSDAY, SEPTEMBER 8, 1938

***

Present: Messrs. Elmer R. Jarboe and Frank F. Luthardt.

The Commission was advised by letter, dated August 31, received from the County Commissioners of Washington County that, by resolution, the County Commissioners of said County have formally declared their intention of abandoning the section of county road, being a portion of the Hagerstown and Beaver Creek Road, which road originally was the Frederick and Hagerstown Road, "beginning for a description of the portion to be abandoned at the intersection of the center line of the Hagerstown and Beaver Creek Road with the eastern margin of the Funkstown and Chewsville road, said point of intersection being 0.95 miles northeastward from the square in Funkstown and 2.36 miles southeastward from the square in Hagerstown and running thence, from said point of beginning, with the line of the Hagerstown-Beaver Creek Road;- south thirty-nine degrees no minutes east two thousand four hundred thirty-five feet to the west margin of a County road leading southeastward therefrom to Funkstown."

This action of the County Board is herein set forth as a matter of record and for the purpose of eliminating this section of county road from the list of its roads now being maintained as County Roads in Washington County.

Copy to: Mr. M. L. Smith
Mr. W. A. Codd
Mr. A. F. Shure
Mr. W. F. Childs, Jr.

Place on print of Rose Map of Washington Co by Co. Stansbury 3/30/39 + brot in by Co. K.L. 3/24/39
Correction on Rose Map