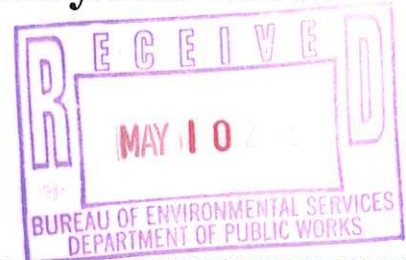


EA/Troy Hill/SHA

**Phase I Environmental Site Assessment**  
(Revision #3)  
**Troy Hill**  
**State Highway Administration**  
**Parcels 371, 345, & 186**  
**in**  
**Howard County, Maryland 21075**



***Prepared For:***

**Howard County Department of Public Works**  
**Bureau of Environmental Services**  
**Howard County, Maryland**  
**Purchase Order No. K8222**



**May 9, 2002**

***Prepared by:***

**KCI Technologies, Inc.**  
**10 North Park Drive**  
**Hunt Valley, MD 21030**  
**KCI Project No. 01-97004.CD**

***PHASE I ENVIRONMENTAL SITE ASSESSMENT***  
***(Revision #3)***

of the

**Troy Hill**  
**State Highway Administration**  
**Parcels 371, 345, & 186**  
**in**  
**Howard County, Maryland 21075**

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*May 9, 2002*

## EXECUTIVE SUMMARY

KCI Technologies (KCI) has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of Howard County requirements, and ASTM standard practice of the Troy Hill Business Partnership Parcels 371, 345, and 186, in Howard County, Maryland. Any exceptions to, or deletions from, the specifications are described in the appropriate section of this report, in which the exception or deletion occurred. This assessment identified no toxic or hazardous materials at or above regulated levels in connection with the property as defined within the scope of this assessment.

Correspondence received from Maryland Department of Environment (MDE) indicated the removal of four (4) Underground Storage Tanks (USTs) from the Route 1 and Route 100 ramp area between 1990 and 1993. Two (2) of the USTs were reported to have contained oil, while the other two (2) USTs were reported to have contained paint thinner. In addition, information pertaining to recognized environmental conditions (RECs) in the surrounding properties was available from several Howard County agencies. KCI does not anticipate that the RECs identified in the surrounding properties will influence environmental conditions at the subject site.

The 1943 through 1998 aerial photographs depict the subject site area as being dominated by agricultural land use/cover, which segues into predominately heavy brush and woodlands. Structures are evident along Route 1 in the southern border of the subject site in the 1957 through the 1984 aerial photograph. KCI is unable to determine the type and purpose of the structures from the aerial photograph review. KCI is also unable to ascertain if structures were present in the southern portion of the 1943 aerial photograph, due to the large scale that the aerial photographs were taken at (1"=1000').

Howard County provided KCI with chain-of-title information dating back to 1900 for the three (3) subject site parcels. Lease and right-of-way documents for Parcel 186 exist from 1925 and 1960 between Standard Oil of New Jersey, and Humble Oil & Refining Co. respectively. The identification of oil company lease holdings of Parcel 186 indicates the possibility of a historic gas station operation on Parcel 186 (portion of property adjoining Route 1). A portion of this property was ultimately sold to the State Roads Commission of Maryland. No environmental liens were reported in the subject site chain-of-title information provided.

KCI's review of the Federal Emergency Management Agency (FEMA), December 4, 1986 National Flood Insurance Program "Flood Insurance Rate Map" for Howard County, Maryland (map number 2400440035B) indicated the presence of six (6) structures. These structures were observed to be located along Route 1 in the southern border of the subject site. A few of these structures foundations may have been identified during the site reconnaissance (See Table-7 points of interest: A-5, A-12 and A-24).

The subject site was not identified within the databases searched. The search did identify five (5) leaking underground storage tanks (LUST); four (4) UST; six (6) Historical USTs; one (1) resource conservation and recovery information system – corrective action sites list (CORRACTS); two (2) Maryland notice of potential hazardous waste sites (SCL); two (2) resource conservation and recovery information system – small and large quantity generators (GNRTR); one (1) emergency response notification system (ERNS); two (2) comprehensive environmental response, compensation, and liability information system – no further remedial action planned (CERC-NFRAP); and seventeen (17) Maryland oil control program cases (OCPCASES) map findings within the Howard County requested search radii. In addition, forty-one (41) orphan sites were identified within the database search. None of the above map findings or orphan sites are anticipated to have an impact on the subject site.

Reconnaissance of the subject site revealed the following RECs and areas of concerns (AOCs):

- One (1) REC location containing a possible UST pad (Table –7 points of interest: A-5)
- Nine (9) REC locations containing dumped miscellaneous household and construction debris, abandoned automobiles, and 55-gallon drums. The former content of the 55-gallon drums are unknown (Table –7 points of interest: A-6, 7, 9, 10, 11, 14, 15,18, and 19)
- Nine (9) AOC locations containing dumped miscellaneous household and construction debris (Table –7 points of interest: A-1, 3, 4, 13, 17, 22, 23, 24, and 25)
- Three (3) AOC locations containing unidentified structure foundations (Table –7 points of interest: A-2, 8, and 12)
- Three (3) AOC locations of built up berms of unknown origin and purpose (Table –7 points of interest: A-16, 20, and 21)

KCI did not observe any surface soil staining or petroleum odors at the dump areas. However, the dense undergrowth foliage of the predominately wooded subject site made identification of soil stain areas difficult.

KCI recommends the following investigations be performed to assess the presence of RECs and AOCs identified during the course of the phase I ESA.

- Shallow and deep subsurface sampling in the nine (9) REC locations containing dumped miscellaneous household and construction debris, abandoned automobiles, and 55-gallon drums (Table –7 points of interest: A-6, 7, 9, 10, 11, 14, 15,18, and 19) to determine the potential leakage and subsequent migration of hazardous material.
- Surface water sampling and analysis of streams located downgradient of the above referenced dump areas, to determine the potential for hazardous material migration into the stream.

- Geophysical survey of the one (1) REC location containing a possible UST pad (Table –7 points of interest: A-5) to verify the absence or presence UST(s).
- Geophysical survey of the three (3) AOC locations containing unidentified structure foundations (Table –2 points of interest: A-2, 8, and 12) to verify the absence or presence of UST(s). Due to the thick vegetation located within these areas of the subject site, a visual survey is inadequate in assuring the absence or presence of UST(s). In addition, historic USTs may have been abandoned in place, with vent and fill pipes buried from the surface view.
- Test pit survey of the three (3) AOC locations of built up berms of unknown origin and purpose (Table –7 points of interest: A-16, 20, and 21) to determine if any RECs, such as buried drums or debris piles containing hazardous material, lie beneath the top soil of the berms.
- Cleanup and disposal of the six (6) AOC locations containing dumped miscellaneous household and construction debris (Table –7 points of interest: A-1, 3, 4, 13, 17, and 24)

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## 1.0 INTRODUCTION

KCI Technologies, Inc. (KCI) was retained by Howard County (the County) to perform a Phase I ESA on the State Highway Administration (SHA) owned parcels 371, 345, and 186 on tax map 37 (the Subject Site). The subject site is located to the adjacent northeast of the Route 1 northbound ramp to Route 100, and west of the Troy Hill Corporate Center in Howard County, Maryland (Figure 1). The County intends to purchase the subject site for development as parkland.

### 1.1 Purpose

The purpose of the Phase I ESA was to evaluate available information and current onsite and offsite conditions for evidence of existing or potential RECs and/or AOCs, which may preclude further development of the subject site. The scope of work for the phase I ESA included a review of site history information, environmental agency records, site topographic data, geologic and hydrogeologic data, and a site inspection.

### 1.2 Limitations, Restrictions and Qualifications

This study was limited to observations made during KCI's inspection and research of the site. No groundwater monitoring wells were established or sampled. Groundwater quality has not been determined at the subject site. No soil, sediment, or surface water samples have been collected for laboratory analysis. KCI makes no representations or certifications concerning subsurface conditions, soil, surface water, or groundwater quality.

This environmental site assessment was performed to identify potential liabilities associated with the current site conditions. KCI will not be held liable for the discovery or elimination of hazards encountered that may potentially cause damage, accidents or injuries. The recommendations rendered from work performed in no way eliminates hazards or the owner's obligation to Federal, State or Local laws. As stated in the Technical Specifications, the County is solely responsible for notifying the proper authorities of any conditions which violate current laws and regulations. KCI is responsible for notifying the County of any such obligations and violations noted by KCI.

Data and information regarding current site conditions and operations have been provided to KCI in part by the client and other sources. As is customary, we have assumed these data and information to be factually correct. The conclusions rendered from these data and information are subject to professional opinion, and thus could result in differing interpretations. Additionally, the conclusions rendered from this work are based on qualitative and quantitative information gathered on or near the date of this report.

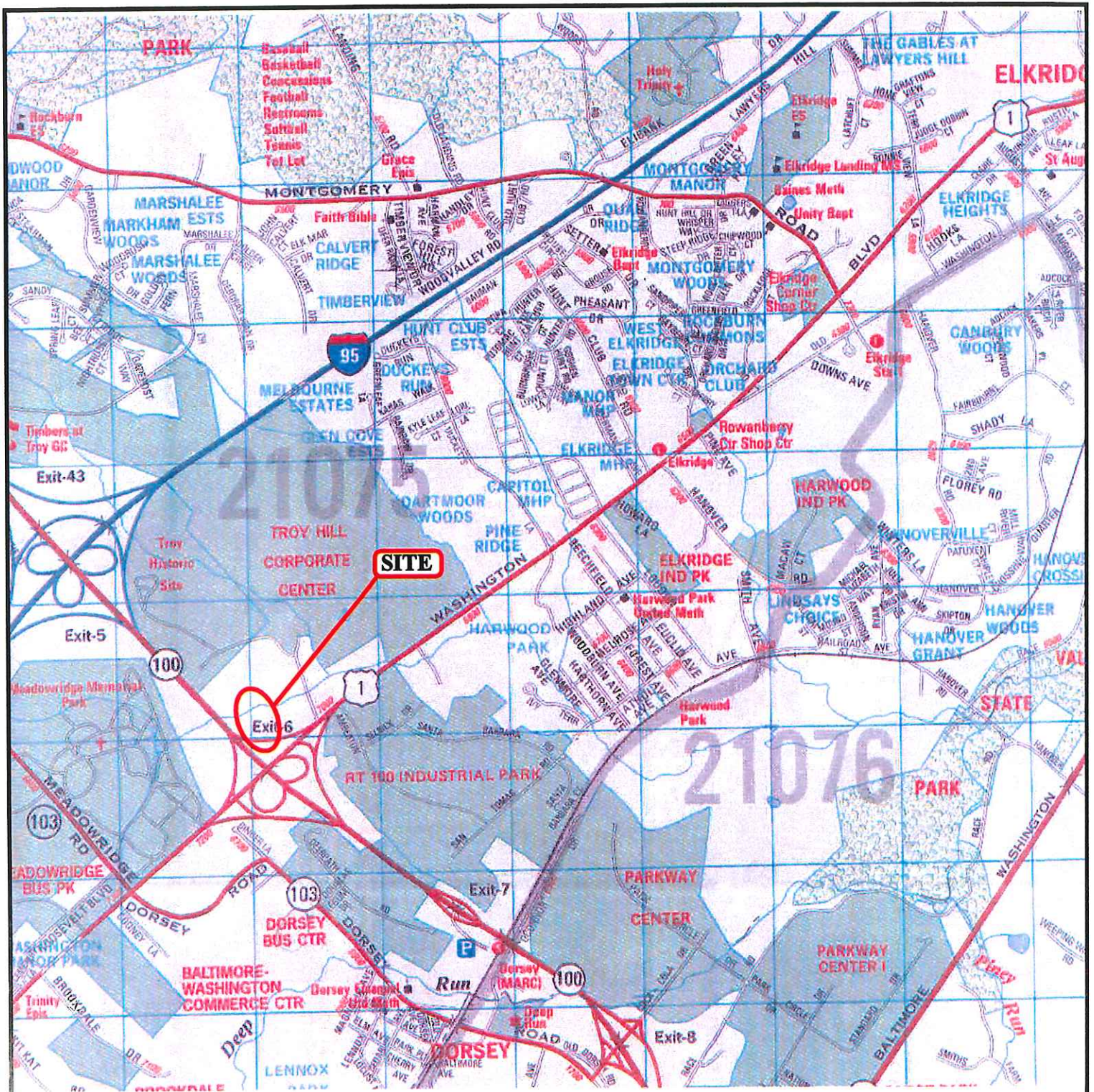


Phase I ESA  
Troy Hill SHA  
Parcels 371, 345, and 186  
KCI Job No. 01-97004-CD

May 9, 2002

This work has been performed in accordance with generally accepted engineering practices and with all requirements of the technical specifications. No other warranty, expressed or implied, is made. Changes as to the content or form of this report may be made only with KCI's expressed written approval.

KCI has employed certain investigative and research procedures during the course of this assessment, and it should be understood that such procedures indicate actual conditions only at the location investigated and that, as is customary, we have made certain inferences based on the results of our investigations. These inferences are: observations, interpretations, and conclusions. There were substantial ground cover related limitations to the site inspection.



**Figure 1  
Site Location Map**

**Phase I ESA  
Troy Hill Parcel 371, 345, & 186  
Howard County**

Date: May 18, 2001

KCI Job No: 01-97004.CD

Scale: 1" = 2000'

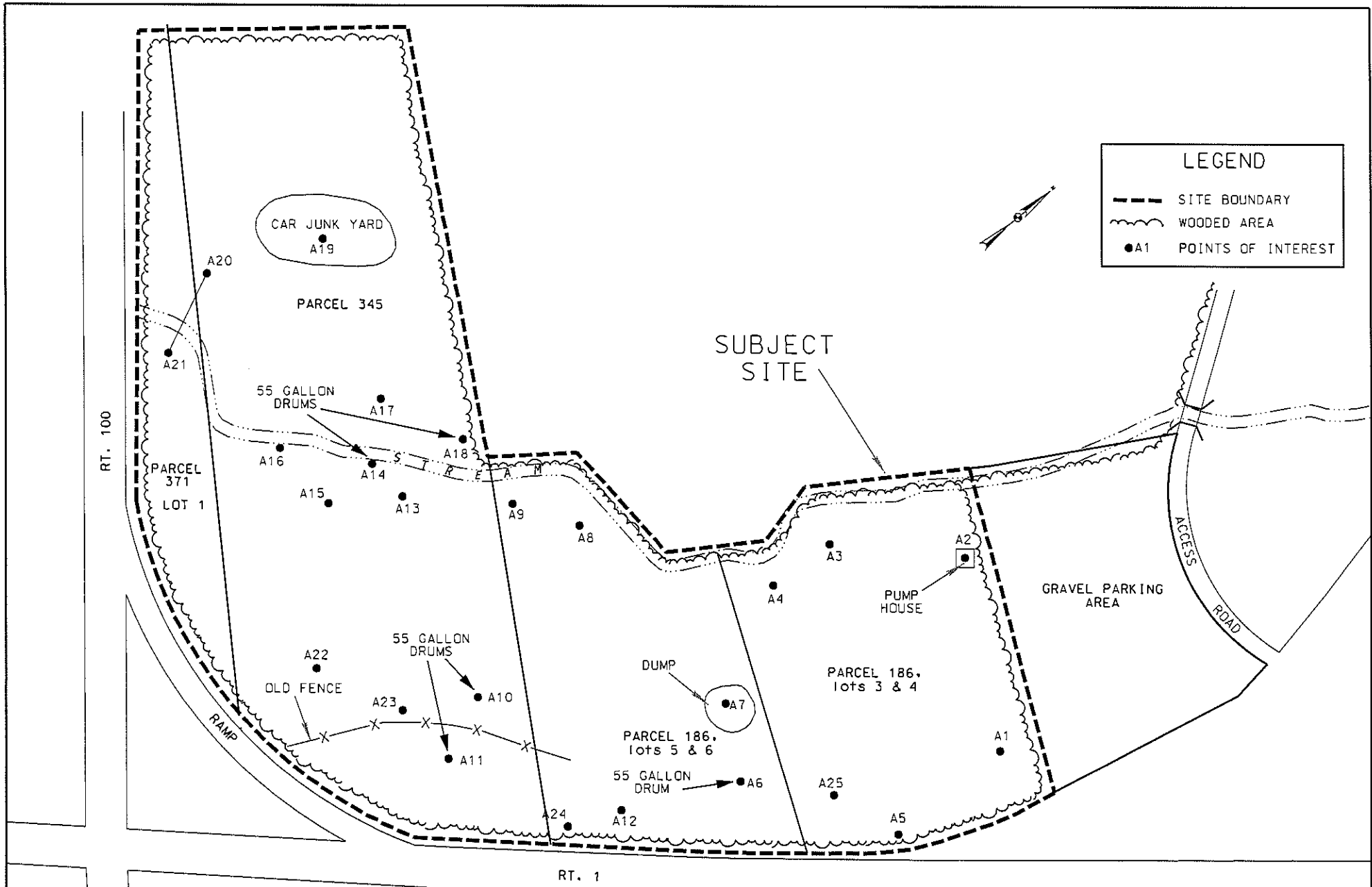
North




## 2.0 SUBJECT SITE AND SURROUNDING AREA OVERVIEW

The subject site is located to the adjacent north east of the Route 1 north ramp to Route 100, and to the west of the Troy Hill Corporate Center. An unimproved entrance drive provides access to the gravel parking lot located to the immediate adjacent east of the subject site (Figure 2). The subject site is currently undeveloped and consists of woodland and underlying dense vegetation. An unnamed stream crosses through the northern portion of parcel 186 and the central portion of parcel 345.

KCI reviewed a copy of *Work Sheet Property Comps Troy Hill Properties*, dated November 22, 2000, which was prepared and provided by the client. The Work Sheet shows the boundaries of the subject site parcels 371, 345, and 186, and identifies the existing Route 100 easement, and dump areas. The subject site is bordered to the west by Route 100, the north by a private residence, and to the west by agriculture fields, woodland, a cellular communication monopole compound, and further west by the Troy Hill Corporate Center. The subject site is bordered to the south by Route 1.



LEGEND	
	SITE BOUNDARY
	WOODED AREA
	POINTS OF INTEREST


**ENGINEERS AND PLANNERS**  
 10 NORTH PARK DRIVE  
 HUNT VALLEY, MD. 21030-1888  
 (410) 316-7800

**FIGURE 2**

KCI Job. No. 01-97004.CO

SITE PLAN		
Phase I ESA Troy Hill Parcel 371, 345 & 186 Troy Hill Center, Howard County		
SCALE: N.T.S.	DATE: MAY, 2001	DRAWN BY: GLJ

M:\1997\0197004\0197004CD\PLAN.DGN

### 3.0 ENVIRONMENTAL SETTING

KCI's review of the 1957 (photorevised 1966 and 1974) Savage Quadrangle - Maryland, U.S. Geological Survey topographic map, and of the 1984 Topographic Map of Howard County Maryland, a topographic map provided by the client, revealed that the site lies between approximately 150-200 feet above sea level. The subject site's general topographic trend appears to be towards the southeast. Steeper graded slopes appear in several sections of the subject site, usually in areas associated with an unnamed stream located at the subject site.

KCI's review of the Federal Emergency Management Agency (FEMA), December 4, 1986 National Flood Insurance Program "Flood Insurance Rate Map" for Howard County, Maryland (maps number 2400440035B) indicated the presence of one (1) unnamed stream and associated Zone A flood plain located within the subject site. A Zone A flood plain is designated as areas of 100-year flood; base flood elevations and flood hazard factors not determined. Surface runoff is likely to flow downgradient (southeast) offsite. The unnamed stream flows southeast toward Deep Run, which is located approximately one mile southeast of the subject site. In addition, six (6) structures were observed to be located along Route 1 in the vicinity of the southern border of the subject site. A few of these structures foundations may have been identified during the site reconnaissance (See Table-7 points of interest: A-5, A-12 and A-24).

All geologic information was gathered from the *Maryland Geological Survey: Water Resources, of Howard County, Maryland, Bulletin Number 38, 1995*. The subject site is located in the western section of the Coastal Plain Physiographic Region. The subject site lies predominately on sedimentary deposits that form the Lower Cretaceous-age Patuxent (Kpc) formation. The Patuxent Formation consists of medium to coarse quartz-cobble gravel, white to tan locally ferruginous cross-bedded sand, and white, gray, tan, and red clay. The Kpc facies is a predominantly clay/silt facies. Along the unnamed stream channel, the site is underlain by alluvium and colluvium sedimentary rocks (Qal) of Quaternary age. This material is described as containing interbedded gravel, sand, silt, and clay in tidal marshlands and in flood plains of perennial streams. Furthermore, this material grades into colluvium at bases of slopes and in upland gathering areas.

All soil information was gathered from the U.S Department of Agriculture (USDA), Soil Conservation Service (SCS), *Soil Survey; Howard County, Maryland (1968)*. The two general soil types indicated at the subject site were the Neshaminy-Montalto association and the Beltsville-Chillum-Sassafras association. The predominate Neshaminy-Montalto soils are described as deep, well-drained, moderately to slowly permeable, gently sloping to steep soils. The less prevalent Beltsville-Chillum-Sassafras soils are described as deep, moderately well drained and well drained, gently sloping to strongly sloping soils of the Coastal Plain (USDA, 1968).

The groundwater flow divides generally coincide with the surface water drainage divides in Howard County. Groundwater flows from areas of high hydraulic head (height of water level) to areas of low hydraulic head and often discharge to streams through seeps, springs, and through the stream bed. Water flowing in deep (300 - 400 feet) fractures in the crystalline-rock aquifers could be part of a regional system in which groundwater flows very slowly to the east-southeast (Dine, et. al., 1995).

#### **4.0 SUBJECT SITE AND SURROUNDING AREA BACKGROUND AND OPERATING HISTORY**

KCI reviewed aerial photographs, public information act (PIA) requests, and conducted interviews in order to identify the background, usage, and history of the site. In addition, KCI conducted a database search to determine the location of potential environmental concerns located within the surrounding area.

##### **4.1 Aerial Photograph Review**

KCI obtained aerial photographs from the Howard County Department of Planning and Zoning for the years 1964, 1980, 1984, and 1998. The 1957 and 1943 aerial photograph were obtained from the Howard County Soil Conservation District, and are the earliest available aerial photograph from a reasonably ascertainable non-Howard County source. The 1943 through 1998 aerial photographs depict the subject site area as being dominated by agricultural land use/cover, which segues into predominately heavy brush and woodlands. Within all aerial photographs, the southern perimeter of the subject site is shown to be accessible by properties located along Route 1 to the south.

Structures are evident in the 1957, 1964, 1980, and 1984 aerial photograph along Route 1 to the south. The structures and roads are not clearly enough defined as to ascertain their exact purpose. KCI was unable to ascertain if structures were present in the southern portion of the 1943 aerial photograph due to the large scale that the aerial photographs were taken at (1"=1000').

Prior to the 1980 aerial photograph the area surrounding the subject site consisted of mainly agriculture land use/cover. A cemetery, located to the west of the subject site, was observed in the 1964 through 1984 aerial photographs. A system of roads observed in the 1943 and 1957 aerial photographs correspond to the location of the cemetery roads in the later dated aerial photographs. However, it is not apparent, from the 1943 and 1957 aerial photographs, if this area was actively being utilized as a cemetery.

The 1998 aerial photograph is scaled such that only immediately adjacent properties are evident. The 1998 photograph shows the site and immediate surrounding area much as it appears as of the submittal of this report. The 1980 through 1998 aerial photographs show an increasing trend toward

development. This development trend is apparent from the appearance of Route 100 to the west of the subject site, and the development of the Route 1 corridor south of the subject site. Copies of the aerial photographs are provided in Appendix A.

#### 4.2 Chain-of-Title Review

The chain-of-title search for the subject properties were researched by Title America. Tables 1 through 5 provide a summary of chain-of-title transactions. A copy of the Chain-of-Title information is located in Appendix B.

<b>Table 1 - Chain-of-Title</b>		
<b>Parcel 371</b>		
<b>New Owner</b>	<b>Transaction Date</b>	<b>Previous Owner</b>
	Title acquired prior to 1939	
John Robert Shanks and India Shanks	07-21-1939	Frederick W. Baker
Right of Way Consolidated Gas Electric Light and Power Company	06-12-40	John Robert Shanks and India Shanks
Right of Way Baltimore Gas & Electric	02-12-1957	John Robert Shanks and India Shanks
Right of Way Eastern Stair Builders of Maryland	12-13-1957	John Robert Shanks and India Shanks
Deed Of Conveyance Joseph Rybak, Theresa Rybak, and Delores Patricia Rybak	04-10-1957	John Robert Shanks and India Shanks
Ralph L. DeGroff, Marion Wilson DeGroff, and Barbara G. Reed	01-20-1958	John Robert Shanks and India Shanks
Harry J. Peyton Josephine Peyton	04-18-1962	Ralph L. DeGroff, Marion Wilson DeGroff, and Barbara G. Reed
State Roads Commission	Inquisition 549-604	Harry J. Peyton Josephine Peyton

Since 1940, parcel 371 has had two (2) right of ways for electric transmission poles. No environmental liens appear in any deeds provided.

<b>Table 2 - Chain-of-Title</b>		
<b>Parcel 345</b>		
<b>New Owner</b>	<b>Transaction Date</b>	<b>Previous Owner</b>
	Title acquired prior to 1939	
John Robert Shanks India Shanks	07-21-1939	Frederick W. Baker Jr.
Right of Way Consolidated Gas Electric Light and Power Company	06-12-1940	John Robert Shanks India Shanks
Right of Way Baltimore Gas & Electric	02-12-1957	John Robert Shanks India Shanks
Joseph Rybak, Theresa Rybak, Dolores Patricia Rybak / Budzynski	04-10-1957	John Robert Shanks India Shanks
State Roads Commission of Maryland	04-25-1960	Joseph Rybak, Theresa Rybak, Dolores Patricia Rybak / Budzynski

Since 1940 parcel 345 has had two (2) right of way Leases for electric transmission poles. No environmental liens appear in any deeds provided.

<b>Table 3 - Chain-of-Title</b>		
<b>Parcel 186A</b>		
<b>New Owner</b>	<b>Transaction Date</b>	<b>Previous Owner</b>
	Title acquired prior to 1939	
Charles A. Thompson Caroline Thompson Charles St. Clair Thompson Emma Rebecca Thompson	12-13-1920	Frederick W. Baker Jr.
Elmore S. Clayton Marie K. Clayton	04-24-1925	Charles A. Thompson Caroline Thompson Charles St. Clair Thompson Emma Rebecca Thompson
Deed Of Conveyance Elmore Clayton Jr.	02-08-1936	Elmore S. Clayton Marie K. Clayton
Right of Way AT & T	08-21-1929	Elmore S. Clayton Marie K. Clayton



<b>Table 3 - Chain-of-Title</b>		
<b>Parcel 186A</b>		
Right of Way Lease Standard Oil of New Jersey	04-04-1930	Elmore S. Clayton Marie K. Clayton
Hewlett B. Cox Trustee	02-08-1936	Elmore S. Clayton Sr. Marie K. Clayton
Elmore S. Clayton Sr. Marie K. Clayton	06-08-1944	Hewlett B. Cox Trustee
Harry G. Crawford Dorothy M. Crawford	06-21-1944	Elmore S. Clayton Sr. Mabel Reimsnider (wife) Marie K. Clayton (div.) and Hamo P. Woodall
Harry T. Sowers Viola V. Sowers	12-18-1946	Harry G. Crawford Dorothy M. Crawford
Deed Of Conveyance James E. Roberts Bernadette E. Roberts	11-17-1959	Harry T. Sowers Viola V. Sowers
State Roads Commission of Maryland	12-07-1970	Harry T. Sowers Viola V. Sowers

Since 1929, parcel 186 has had right of way deeds for electric transmission poles. Standard Oil leased property for a gas station adjacent to US Route 1 on this parcel. No environmental liens appear in any deeds provided.

<b>Table 4 - Chain-of-Title</b>		
<b>Parcel 186B</b>		
<b>New Owner</b>	<b>Transaction Date</b>	<b>Previous Owner</b>
	Title acquired prior to 1920	
Charles A. Thompson Caroline Thompson Charles St. Clair Thompson Emma Rebecca Thompson	12-13-1920	<b>Frederick W. Baker Jr.</b>
Elmore S. Clayton Marie K. Clayton	04-24-1925	Charles A. Thompson Caroline Thompson Charles St. Clair Thompson Emma Rebecca Thompson
Deed Of Conveyance Elmore Clayton Jr.	02-08-1936	Elmore S. Clayton Marie K. Clayton
Right of Way AT & T	08-21-1929	Elmore S. Clayton Marie K. Clayton
Right of Way Lease	04-04-1930	Elmore S. Clayton

<b>Table 4 - Chain-of-Title</b>		
<b>Parcel 186B</b>		
Standard Oil of New Jersey		Marie K. Clayton
Hewlett B. Cox Trustee	02-08-1936	Elmore S. Clayton Sr. Marie K. Clayton
Elmore S. Clayton Sr. Marie K. Clayton	06-08-1944	Hewlett B. Cox Trustee
Harry G. Crawford Dorothy M. Crawford	06-21-1944	Elmore S. Clayton Sr. Mabel Reimsnider (wife) Marie K. Clayton (div.) and Hamo P. Woodall
Harry T. Sowers Viola V. Sowers	12-18-1946	Harry G. Crawford Dorothy M. Crawford
Deed Of Conveyance James E. Roberts Bernadette E. Roberts	11-17-1959	Harry T. Sowers Viola V. Sowers
State Roads Commission of Maryland	05-15-1973	James E. Roberts Bernadette E. Roberts

Since 1929, parcel 186 has had two (2) right of ways. One (1) right of way was for electric transmission poles and one (1) right of way for Standard Oil of New Jersey. No environmental liens appear in any deeds provided.

<b>Table 5 - Chain-of-Title</b>		
<b>Parcel 186B (triangular parcel)</b>		
<b>New Owner</b>	<b>Transaction Date</b>	<b>Previous Owner</b>
	Title acquired prior to 1939	
Charles A. Thompson Caroline Thompson Charles St. Clair Thompson Emma Rebecca Thompson	12-13-1920	Frederick W. Baker Jr.
Elmore S. Clayton Marie K. Clayton	04-24-1925	Charles A. Thompson Caroline Thompson Charles St. Clair Thompson Emma Rebecca Thompson
Deed Of Conveyance Elmore Clayton Jr.	02-08-1936	Elmore S. Clayton Marie K. Clayton
Right of Way AT & T	08-21-1929	Elmore S. Clayton Marie K. Clayton
Right of Way Lease	04-04-1930	Elmore S. Clayton

<b>Table 5 - Chain-of-Title</b>		
<b>Parcel 186B (triangular parcel)</b>		
Standard Oil of New Jersey		Marie K. Clayton
Hewlett B. Cox Trustee	02-08-1936	Elmore S. Clayton Sr. Marie K. Clayton
Elmore S. Clayton Sr. Marie K. Clayton	06-08-1944	Hewlett B. Cox Trustee
Marie K. Clayton (div.)	06-21-1944	Elmore S. Clayton Sr. Mabel Reimnsnider (wife) Marie K. Clayton (div.) and Hamo P. Woodall
Hamo P. Woodall	06-21-1944	Marie K. Clayton (div.)
Elmore S. Clayton Sr.	09-13-1944	Hamo P. Woodall
George S. Wheeler Evelyn Wheeler	12-05-1944	Elmore S. Clayton Sr. Mabel Reimnsnider (wife)
Timothy H. Smith Rosetta Smith	10-31-1947	George S. Wheeler Evelyn Wheeler
Easement, State Roads Commission of Maryland	09-07-1949	Timothy H. Smith Rosetta Smith
Edward J. Roberts Bernadette E. Roberts	09-07-1955	Rosetta Smith (widow)
First Refusal Option Humble Oil & Refining Co.	08-24-1960	Edward J. Roberts Bernadette E. Roberts
Lease Humble Oil & Refining Co.	12-18-1961	Edward J. Roberts Bernadette E. Roberts
State Roads Commission of Maryland	05-15-1973	James E. Roberts Bernadette E. Roberts

Since 1929, Parcel 186 has had two (2) right of ways for electric transmission poles. No environmental liens appear in any deeds provided.

#### 4.3 Summary of Correspondence

The following agencies were contacted in writing with requests for information pertaining to the subject site and surrounding areas. Appendix C contains copies of the agency replies that KCI has received at the time of this report submittal.

- Howard County Department of Recreation & Parks
- Howard County Bureau of Environmental Services
- Howard County Bureau of Engineering, Watershed Management Division
- Howard County Bureau of Utilities (Pretreatment, Public Water & Sewer)

- Howard County Department of Health/Environmental Health Bureau
- Howard County Department of Fire & Rescue
- Howard County Department of Planning & Zoning
- Howard County Department of Public Works Bureau of Engineering Construction Inspection Division
- Maryland Department of the Environment/Department of Natural Resources
- Baltimore Gas and Electric (BG&E)

At the time of this report submittal, no response was received by KCI from the Howard County Department of Recreation & Parks in regard to the subject site Public Information Act (PIA) request.

KCI received a written response (June 29, 2001) from the Howard County Department of Public Works, Bureau of Environmental Services (HBES) in regard to the subject site PIA request. The response contained comments generated from review of the first draft of this Phase I ESA report, which was dated May 24, 2001. In addition, a letter from SHA to the Howard County Department of Recreation & Parks, dated May 17, 2000, was forwarded from HBES to KCI. The letter acknowledges the inquiry concerning the acquisition by Howard County of State Highway Administration property Adjoining Troy Regional Park. The letter goes on to report that "the cost based on acquisition cost plus simple interest and administrative cost was determined to be \$270,870.00."

At the time of this report submittal, no response was received by KCI from the Howard County Bureau of Engineering, Watershed Management Division in regard to the subject site PIA request.

The Howard County Health Department responded in writing to the subject site PIA request. No information was found concerning leaking USTs, chemical spills, soil contamination, or any other environmental incident at the subject site.

The Howard County Health Department did note numerous UST removals and installations at properties within the Meadowridge Business Park (south west of the subject site), the Route 100 Industrial Park (south of the subject site), and at several businesses located to the south of the subject site along Route 1. In addition, it was reported that the Meadowridge Memorial Park is adjacent to a former hazardous waste dumping site at Cemetery Lane. The former hazardous waste dumping site at Cemetery Lane is located approximately one (1) mile southwest of the subject site. Furthermore, Olga Nelson Enterprises ("O.N.E.") also located to the southwest of the subject site, has a history of environmental violations. KCI does not anticipate any of the above-mentioned items to impact the subject site, due to their location being southwest and hence outside of the assumed southeasterly groundwater flow gradient to the subject site.

The Howard County Emergency Management office responded in writing to the subject site PIA request. The response reported no indication of any Hazardous Material Incidents at the subject site. However, as mentioned in Section 4.5 of this report, an Emergency Response Notification System (ERNS) response was reported at Highway 1 & Highway 100. The Howard County Emergency Management office did not confirm this ERNS response.

At the time of this report submittal, no response was received by KCI from the Howard County Department of Planning and Zoning in regard to the subject site PIA request.

At the time of this report submittal, no response was received by KCI from the Howard County Division of Construction Inspection in regard to the subject site PIA request.

The Maryland Department of the Environment (MDE) responded in writing (May 15, 2001) that the Waste Management Administration (MD-WMA) has information and data available regarding the subject site. Information from the MD-WMA was received by KCI on July 13, 2001. The information contained two (2) sets of Tank Removal/Abandonment reports. The reports were dated October 30, 1990, and May 11, 1993.

The October 30, 1990 report is identified as Case # 91-867-HD, and indicated the removal of three (3) USTs from SHA Route 1 and Route 100 right-of-way. Of the three USTs, two (2) are 1000-gallon USTs containing paint thinner and one (1) is a 2000-gallon UST containing #2 Oil. The report commented that all the USTs were perforated on top in several places, but there was no evidence that product had been released. No follow-up was required by MDE.

The May 11, 1993 report is identified as Case # 93-2443 HO, and indicated the removal of one (1) UST from Route 100 and Route 1 ramp. The UST was identified as 1000-gallon waste oil tank. The report indicates that the UST was located during the construction of the Route 100 and Route 1 ramp. Three hundred and fourteen gallons of water and oil were pumped from the UST. Numerous holes were reported present in the tank. The excavation soil was reported as clay like and limited contamination was reported. The report stated "soil removal not required – no additional action required. Case Closed."

At the time of this report submittal, no response was received by KCI from BG&E in regard to the subject site PIA request.

#### 4.4 Summary of Interviews

KCI conducted a telephone interview with Mr. Richard Green (SHA Chief of Real Estate) the subject site key contact. Mr. Green stated that he is involved in the real estate transfer of the property. Mr. Green has seen the property from the highway, but has not walked the subject site. He is not aware of any environmental issues related to the property. A copy of the Tele Con log is located in Appendix C of this report. In addition to Mr. Green's interview, Mr. Jeff Hobbs (Chief, Howard County Department of Public Works Survey Division), who accompanied KCI during the site reconnaissance, provided some basic background information on the subject site (see Section 6.0).

#### 4.5 Environmental Database Review

KCI reviewed available State and Federal Government environmental database records. As presented in Table 1, each database was searched within the standard radii required by the County specifications. The following items are the databases that were searched and an explanation of the information provided by each. Documentation of the environmental database search is provided in Appendix D.

<b>Table-6 Environmental Database Search</b>				
<b>Database</b>		<b>A</b>	<b>B</b>	<b>C</b>
NPL	National Priority List	1	1	1
CERCLIS/ CERC-NFRAP	Comprehensive Environmental Response Compensation and Liability Information System/No Further Remedial Action Planned	0.5	1	1
SCL (State Haz. Waste)	Maryland Equivalent CERCLIS and NPL lists	0.5	1	1
RCRA-TSD	Resource Conservation and Recovery Information System - Treatment, Storage, and Disposal Facilities	1	1	1
CORRACTS	Resource Conservation and Recovery Information System - Corrective Actions	0.5	TP/AP	1
GNRTR	Resource Conservation and Recovery Information System - Small and Large Quantity Generators	TP	TP	0.5
SPILLS	ERNS and State Spills List	TP	TP	0.5

<b>Table-6 Environmental Database Search</b>				
<b>Database</b>		<b>A</b>	<b>B</b>	<b>C</b>
UST	Maryland Underground Storage Tank	TP	1	1
LUST	Maryland Leaking Underground Storage Tanks	0.5	1	1
SWLF	Maryland Permitted as Solid Waste Landfills, Incinerators, or Transfer Stations	0.5	1	1

A- ASTM standard search radii in miles

B - County approximate minimal search radii in miles

C - Actual search radii in miles

TP - Target property

AP - Adjacent property

- **National Priorities List (NPL)** - The National Priorities List (NPL) is the EPA's database of uncontrolled or abandoned hazardous waste sites identified for priority remedial actions under the Superfund program. A site must meet or surpass a predetermined hazard ranking system score, be chosen as a state's top priority site, or meet three specific criteria set jointly by the US Dept. of Health and Human Services and the US EPA in order to become an NPL site.
- **Resources Conservation and Recovery Information System - Treatment, Storage, and Disposal Facilities (RCRA-TSD)** - The EPA's Resource Conservation and Recovery Act (RCRA) Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Facilities database is a compilation by the EPA of facilities which report generation, storage, transportation, treatment or disposal of hazardous waste. RCRA TSDs are facilities which treat, store and/or dispose of hazardous waste.
- **Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)** - The CERCLIS List contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL. The information on each site includes a history of all pre-remedial, remedial, removal and community relations activities or events at the site, financial funding information for the events, and unrestricted enforcement activities.

- **Resource Conservation and Recovery Information System - Small and Large Quantity Generators (GNRTR)** - The EPA's Resource Conservation and Recovery Act (RCRA) Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Facilities database is a compilation by the EPA of facilities which report generation, storage, transportation, treatment or disposal of hazardous waste. RCRA Small and Very Small generators are facilities which generate less than 1000 kg/month of non-acutely hazardous waste. RCRA Large Generators are facilities which generate at least 1000 kg/month of non-acutely hazardous waste (or 1 kg/month of acutely hazardous waste).
- **Resource Conservation and Recovery Information System - Corrective Action Sites List (CORRACTS)** - The EPA maintains this database of RCRA facilities which are undergoing "corrective action". A "corrective action order" is issued pursuant to RCRA Section 3008 (h) when there has been a release of hazardous waste or constituents into the environment from a RCRA facility. Corrective actions may be required beyond the facility's boundary and can be required regardless of when the release occurred, even if it predates RCRA.
- **Emergency Response Notification System (SPILLS)** - The Emergency Response Notification System (ERNS) is a national database used to collect information on reported releases of oil and hazardous substances. The database contains information from spill reports made to federal authorities including the EPA, the US Coast Guard, the National Response Center and the Department of Transportation. A search of the database records for the period October 1986 through July 1997 revealed information regarding reported spills of oil or hazardous substances in the stated area.
- **Maryland Notice of Potential Hazardous Waste Sites (SCL)** - The Maryland Potential Hazardous Waste Sites List contains all of the sites currently identified by the U.S. EPA CERCLIS program. The state agency cautions that the list is not a comprehensive list of all sites or facilities in Maryland which may have activities which generate or use hazardous or toxic substances, chemicals, petroleum products, etc.
- **Maryland Active Recovery Sites List (LUST)** - The Maryland Active Recovery Sites Report contains summary information pertaining to active cases of cleanup activities at facilities which have had either a spill or a leaking underground storage tank.



- **Maryland Underground Storage Tank Report (UST)** - The Maryland Underground Storage Tank Report is a comprehensive listing of all registered active and inactive underground storage tanks located within the State of Maryland.
- **Maryland Permitted Solid Waste Facilities (SWLF)** - The Maryland Permitted Solid Waste Facilities Report is a comprehensive listing of all permitted solid waste landfills and processing facilities operating within the State of Maryland.
- **Maryland Oil Control Program Cases (OCPCASES)** – Cases monitored by the Oil Control Program. These cases can be leaking underground storage tanks, leaking aboveground storage tanks, spills, etc.

The subject site was not identified within the databases searched. The search did identify five (5) LUST, four (4) UST, six (6) Historical USTs, one (1) CORRACTS, two (2) SCL, two (2) GNRTR, one (1) ERNS, two (2) CERC-NFRAP, and seventeen (17) OCPCASES map findings within the Howard County requested search radii. Based on the assumed east-southeast groundwater flow direction, only the sites which are located west-northwest of the subject site and are associated with the same surface water drainage divide, are expected to have the potential to affect the subject site. No databases searched identified facilities were located west-northwest of the subject site.

A total of forty-one orphan sites were identified within the database search. The majority of the identified orphan sites were located within the 21227 zip code area. The subject site is located within the zip code 21075. The closest approximate location of zip code 21227 to the border of the subject site is approximately one and half (1.5) miles northeast. Due to the distance of greater than one (1) mile identified orphan properties located within zip code 21227 are not expected to have the potential to affect the subject site.

Five (5) orphan sites were identified to be within the subject sites zip code of 21075. Upon review, two (2) of these orphan sites were reported as being located in towns outside of Howard County and are therefore not expected to have the potential to affect the subject site. A review of the remaining three (3) orphan sites street addresses revealed that they are not located to the west-northwest of the subject site. Therefore, these remaining three (3) orphan sites are not expected to have the potential to affect the subject site.

Two (2) of the orphan sites were located within the 21076 zip code area. The closest approximate location of zip code 21227 to the border of the subject site is approximately one (1) miles southeast.

Due to the distance and being located down gradient from the subject site, these identified orphan properties located within zip 21076 are not expected to have the potential to affect the subject site.

## 5.0 SUBJECT SITE AND SURROUNDING AREA RECONNAISSANCE

A site reconnaissance of the subject site was performed by KCI staff on April 24, 2001 to assess visual evidence of RECs and/or AOCs. KCI searched for typical indicators of hazardous or other environmentally sensitive substances or wastes including ASTs, USTs, drum storage, point source discharges, discolored soil, and stressed vegetation.

The site reconnaissance consisted of a circumnavigation of the subject site. KCI performed the site reconnaissance in accordance with Howard County specifications. However, a majority of the subject site's acreage was overgrown with a thick undergrowth of dense bramble type vegetation. Due to this vegetation, KCI was not able to employ a true grid reconnaissance pattern. KCI was able to traverse the subject site via unpaved access roads, utility easements, and deer paths.

Several RECs and/or AOCs were located within the subject site boundaries. Table 7 summarizes site features, such as dumped debris areas, identified during the reconnaissance. Figure 2 provides the general location of site features identified during the reconnaissance. Photographs of the pertinent features and points of interest are contained in Appendix E.

<b>Points of Interest</b>	<b>Recognized Environmental Conditions and/or Areas of Concern (RECs/AOCs)</b>
A-1	Piping and asphalt debris observed.
A-2	Pump house remains observed.
A-3	Construction debris observed including cinder blocks and concrete piles encompassing ~25' X 10' area.
A-4	Scattered dumped debris including plastic bottles, tin cans, glass bottles, auto and truck parts, and household appliances.
A-5	Concrete and asphalt pad, and possible fill pipe for a UST observed.
A-6	Dumped debris area includes household debris, construction debris, and one (1) crushed and rusted 55-gallon drum. Previous content of drum unknown.
A-7	Dense area of dumped debris tires, scrap metal, 5-gallon empty buckets (previous content unknown) glass bottles, construction debris, and foam pads.
A-8	Concrete foundation observed in a L-shape by stream.
A-9	KCI observed dense dumping area containing household debris metal scraps construction debris immediately adjacent to stream.

<b>Table – 7 Inspected Subject Site</b>	
<b>Points of Interest</b>	<b>Recognized Environmental Conditions and/or Areas of Concern (RECs/AOCs)</b>
A-10	Five(5) empty 55-gallon rusted drums with no observed markings. The original content of drums was not determined. Auto and motorcycle parts scattered within the area.
A-11	A dilapidated wood shed with evidence of tar like roofing material observed. In addition, the area around the shed contained metal and construction debris, five (5) empty 55-gallon rusted drum (original content not determined), 5-gallon metal bucket apparently filled with rain water, remains of a delivery van, and various other items of household debris.
A-12	Foundation and collapsed shed observed. Also a iron drain pipe and construction debris located in the area.
A-13	Pile of poured concrete observed.
A-14	Nine sections of ~54"-concrete culvert, and the partially exposed rim of a 55-gallon drum. KCI was unable to determine content of the drum.
A-15	Empty oil and gasoline cans observed.
A-16	Built up berm observed. In addition scattered auto parts were observed in the area.
A-17	Propane tank container and a chair observed.
A-18	Dumped debris area includes household debris, construction debris, and four (4) empty 55-gallon rusted drum (original content not determined), 5-gallon empty buckets (previous content unknown) glass bottles, truck diesel fuel tank, and construction debris.
A-19	Automobile junk yard area with over 20 cars (mostly VW's) observed.
A-20	Berm area of possible old road bed was observed to run approximately 50 feet.
A-21	End of above referenced berm (A-20).
A-22	Manhole and pipeline marker for sewer observed
A-23	Fiberoptic manhole observed.
A-24	Twisted guardrail metal and asphalt observed.
A-25	An approximate 30'X40' area of excavation observed (no dumped material).

There were no observed areas containing ASTs, active drum storage, point source discharges, discolored soil, or stressed vegetation noted during the reconnaissance of the subject site. No pole-mounted electric transformers were located during the reconnaissance.

Mr. Jeff Hobbs, Chief of Howard County Department of Public Works Survey Division, accompanied KCI during the site reconnaissance. Mr. Hobbs reported that a restaurant was located in the approximate area of A-5. As indicated in Table-7 a potential UST was observed in the area A-5.

KCI performed a reconnaissance of the half-mile radius surrounding the subject site. Observations of private properties were performed from the subject site or public thoroughfare. The subject site is bordered by residential property to the immediate east and north. Further north of the subject site was I-95, followed by a golf course and residential developments. Further east a telecommunication monopole compound was present, followed by the Troy Hill Corporate Center. A cemetery was located to the west of Route 100. A tractor-trailer storage area was observed to the east at the intersection of the subject site access road and Route 1. South beyond Route 1 was an Industrial park area. No RECs with the potential to impact the subject site were observed in the surrounding areas of the subject site.

## 6.0 FINDINGS AND CONCLUSIONS

KCI has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of Howard County requirements, and ASTM standard practice of the Troy Hill Business Partnership Parcels 371, 345, and 186, in Howard County, Maryland. Any exceptions to, or deletions from, the specifications are described in the appropriate section of this report, in which the exception or deletion occurred. This assessment identified no toxic or hazardous materials at or above regulated levels in connection with the property as defined within the scope of this assessment.

Correspondence received from MDE indicated the removal of four (4) USTs from the Route 1 and Route 100 ramp area between 1990 and 1993. Two (2) of the USTs were reported to have contained oil, while the other two (2) USTs were reported to have contained paint thinner. In addition, information pertaining to RECs in the surrounding properties was available from several Howard County agencies. KCI does not anticipate that the RECs identified in the surrounding properties will influence environmental conditions at the subject site.

The 1943 through 1998 aerial photographs depict the subject site area as being dominated by agricultural land use/cover, which segues into predominately heavy brush and woodlands. Structures are evident along Route 1 in the southern border of the subject site in the 1957 through the 1984 aerial photograph. KCI is unable to determine the type and purpose of the structures from the aerial photograph review. KCI is also unable to ascertain if structures were present in the southern portion of the 1943 aerial photograph, due to the large scale that the aerial photographs were taken at (1"=1000').

Howard County provided KCI with chain-of-title information dating back to 1900 for the three (3) subject site parcels. Lease and right-of-way documents for Parcel 186 exist from 1925 and 1960 between Standard Oil of New Jersey, and Humble Oil & Refining Co. respectively. The

identification of oil company lease holdings of Parcel 186 indicates the possibility of a historic gas station operation on Parcel 186 (portion of property adjoining Route 1). A portion of this property was ultimately sold to the State Roads Commission of Maryland. No environmental liens were reported in the subject site chain-of-title information provided.

KCI's review of the Federal Emergency Management Agency (FEMA), December 4, 1986 National Flood Insurance Program "Flood Insurance Rate Map" for Howard County, Maryland (maps number 2400440035B) indicated the presence of six (6) structures. These structures were observed to be located along Route 1 in the southern border of the subject site. A few of these structures foundations may have been identified during the site reconnaissance (See Table-7 points of interest: A-5, A-12 and A-24).

The subject site was not identified within the databases searched. The search did identify five (5) LUST; four (4) UST; six (6) Historical USTs; one (1) CORRACTS; two (2) SCL; two (2) GNRTR; one (1) ERNS; two (2) CERC-NFRAP; and seventeen (17) OCPCASES map findings within the Howard County requested search radii. In addition, forty-one (41) orphan sites were identified within the database search. None of the above map findings or orphan sites are anticipated to have an impact on the subject site.

Reconnaissance of the subject site reveled the following RECs and AOCs:

- One (1) REC location containing a possible UST pad (Table -7 points of interest: A-5)
- Nine (9) REC locations containing dumped miscellaneous household and construction debris, abandoned automobiles, and 55-gallon drums. The former content of the 55-gallon drums are unknown (Table -7 points of interest: A-6, 7, 9, 10, 11, 14, 15,18, and 19)
- Nine (9) AOC locations containing dumped miscellaneous household and construction debris (Table -7 points of interest: A-1, 3, 4, 13, 17, 22, 23, 24, and 25)
- Three (3) AOC locations containing unidentified structure foundations (Table -7 points of interest: A-2, 8, and 12)
- Three (3) AOC locations of built up berms of unknown origin and purpose (Table -7 points of interest: A-16, 20, and 21)

KCI did not observe any surface soil staining or petroleum odors at the dump areas. However, the dense undergrowth foliage of the predominately wooded subject site made identification of soil stain areas difficult.

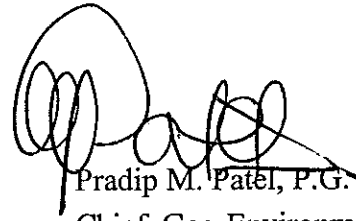
KCI recommends the following investigations be performed to assess the presence of RECs and AOCs identified during the course of the phase I ESA.

- Shallow and deep subsurface sampling in the nine (9) REC locations containing dumped miscellaneous household and construction debris, abandoned automobiles, and 55-gallon drums (Table –7 points of interest: A-6, 7, 9, 10, 11, 14, 15,18, and 19) to determine the potential leakage and subsequent migration of hazardous material.
- Surface water sampling and analysis of streams located down gradient of the above referenced dump areas, to determine the potential for hazardous material migration into the stream.
- Geophysical survey of the one (1) REC location containing a possible UST pad (Table –7 points of interest: A-5) to verify the absence or presence UST(s).
- Geophysical survey of the three (3) AOC locations containing unidentified structure foundations (Table –7 points of interest: A-2, 8, and 12) to verify the absence or presence UST(s). Due to the thick vegetation located within these areas of the subject site, a visual survey is inadequate in assuring the absence or presence of UST(s). In addition, historic USTs may have been abandoned in place, with vent and fill pipes buried from the surface view.
- Test pit survey of the three (3) AOC locations of built up berms of unknown origin and purpose (Table –7 points of interest: A-16, 20, and 21) to determine if any RECs, such as buried drums or debris piles containing hazardous material, lie beneath the top soil of the berms.
- Cleanup and disposal of the six (6) AOC locations containing dumped miscellaneous household and construction debris (Table –7 points of interest: A-1, 3, 4, 13, 17, and 24)

## 7.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS



Thomas G. Sprehe, P.E.  
Vice President



Pradip M. Patel, P.G.  
Chief, Geo-Environmental  
Division



Doug Talaber, CHMM  
Environmental Scientist

## 8.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

This Phase I Environmental Assessment was completed by several of KCI's environmental professionals. ASTM Standard E 1527 defines an environmental professional as follows:

*Environmental professional* - a person possessing sufficient training and experience necessary to conduct a site reconnaissance, interviews, and other activities in accordance with this practice, and from the information generated by such activities, having the ability to develop conclusions regarding recognized environmental conditions in connection with the property in question. An individual's status as an environmental professional may be limited to the type of assessment to be performed or to specific segments of the assessment for which the professional is responsible. The person may be an independent contractor or an employee of the user.

Mr. Thomas Sprehe, P.E. who serves as Chief of the Environmental Engineering Division, was responsible for overall management of the project and this report. He has served as Project Manager, specializing in environmental investigations and remedial actions for surface and subsurface

contamination, with more than 17 years of professional experience in conducting and managing multidisciplinary scientific and engineering projects involving engineering geology, hydrology, geochemistry, geophysics, and site remediation. Mr. Sprehe has experience presenting findings to regulatory agencies and the public, coordinating with regulatory officials, and conducting negotiations.

Mr. Pradip M. Patel, P.G., who serves as the Chief of the Hazardous Waste Division, was responsible for project management and QA/QC of this report. Mr. Patel has extensive experience while dealing effectively with various environmental, geological, and solid and hazardous waste programs. Mr. Patel is skilled in hazardous waste site investigations, site assessments, site characterizations and risk assessments, hydrogeological studies, soil gas surveys/monitoring, landfill designs, groundwater monitoring, USTs management. Mr. Patel has developed and implemented health and safety plans. Mr. Patel has direct project experience in the identification of remediation strategies that meet site and project objectives, maximize the use of project budgets and employ innovative technologies and administrative strategies.

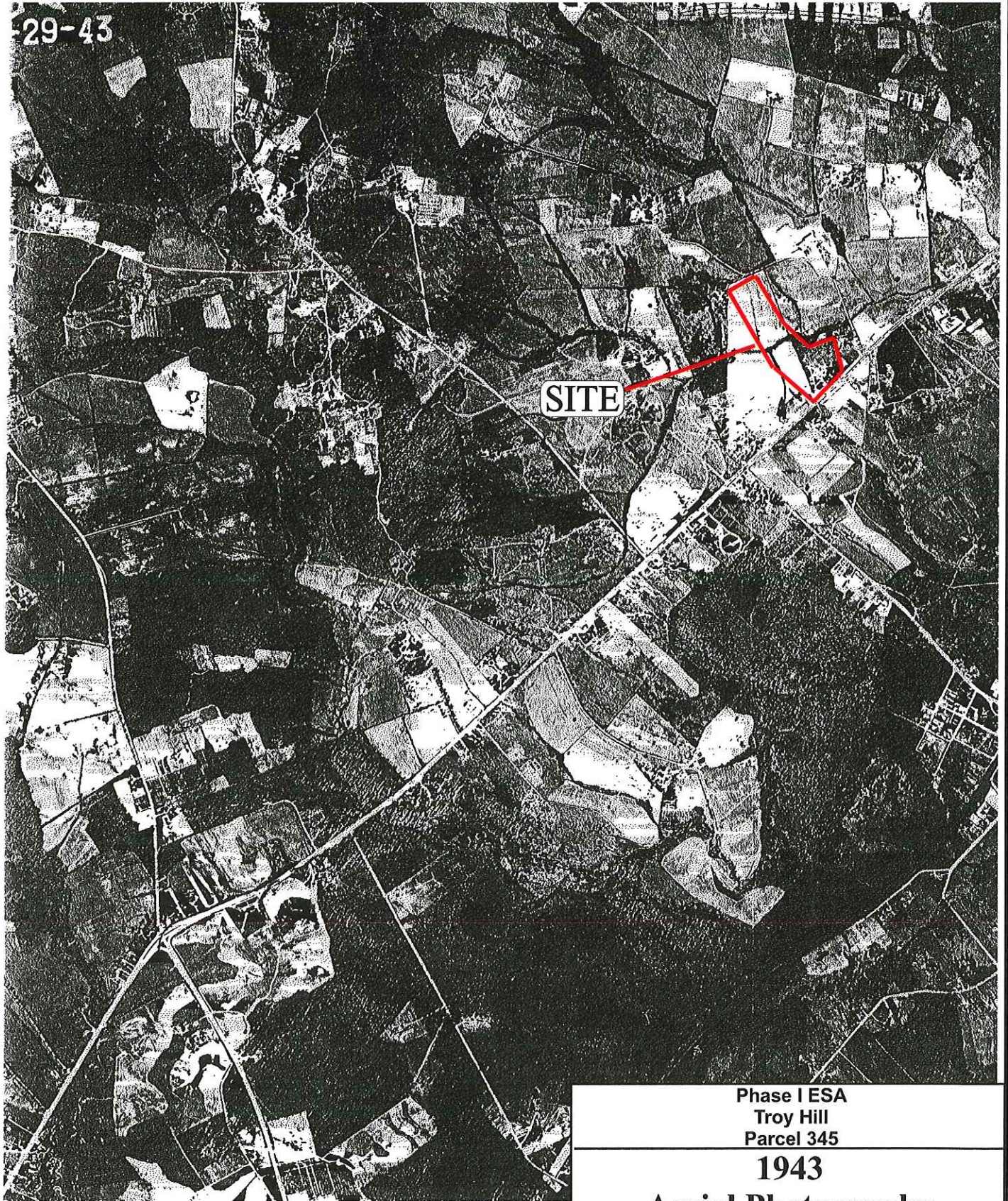
Mr. Douglas Talaber, who serves as an Environmental Scientist in KCI's Hazardous Waste Division, was responsible for report writing and QA/QC of the project and this report. He has extensive experience in site background research and reconnaissance; groundwater, soil, and sediment sampling protocol; on-site health and safety issues; equipment decontamination procedures; and data organization and analysis. Mr. Talaber has performed over twenty-five Phase I Environmental Site Assessments.



# Appendix A

## Aerial Photographs

29-43



Phase I ESA  
Troy Hill  
Parcel 345

1943

## Aerial Photography

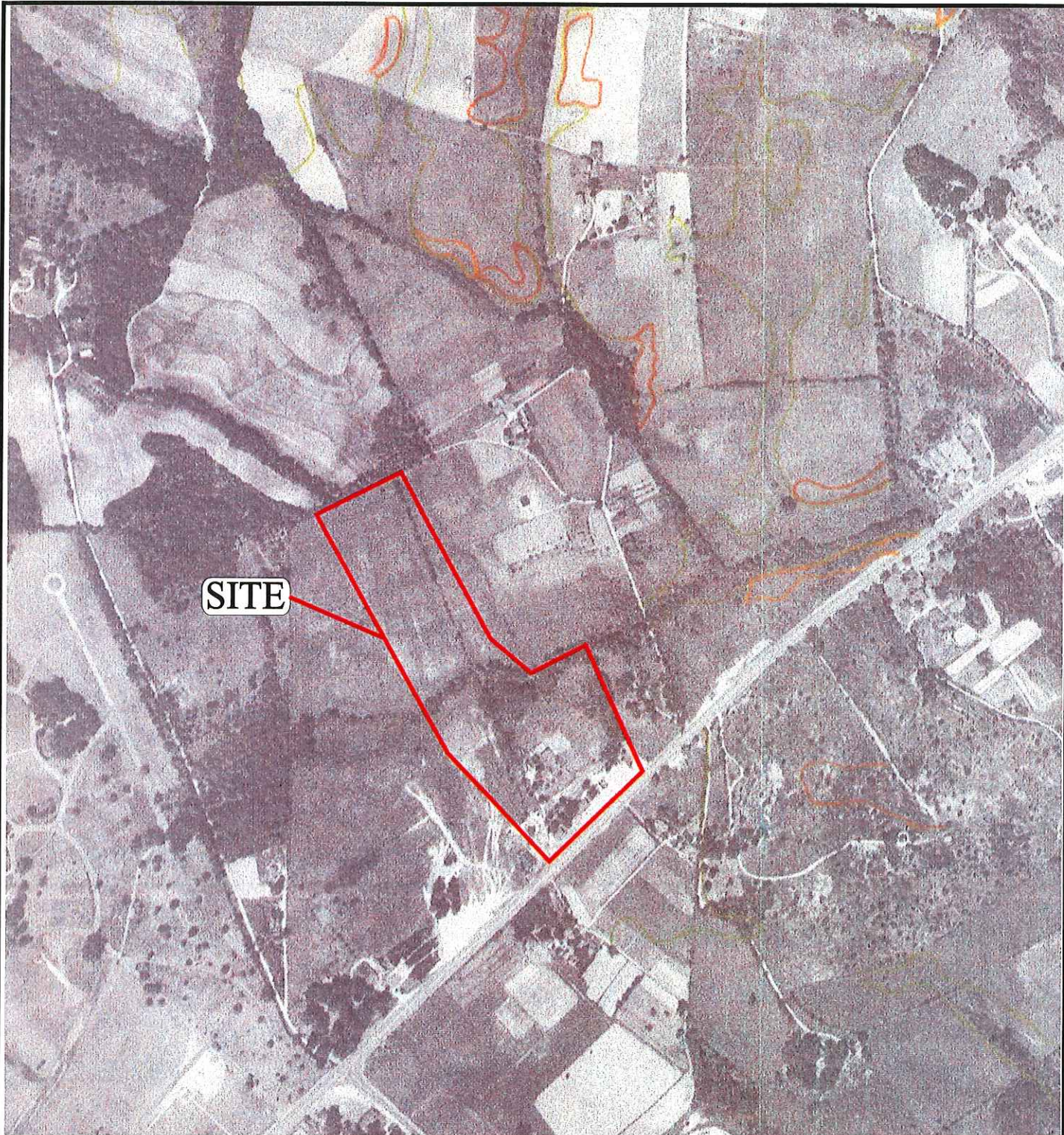
Date: April 8, 2001

KCI Job No: 01-97004.CD

Scale: 1" = 1000'

North





**SITE**

**Phase I ESA  
Troy Hill  
Parcel 345**

**1957**

**Aerial Photography**

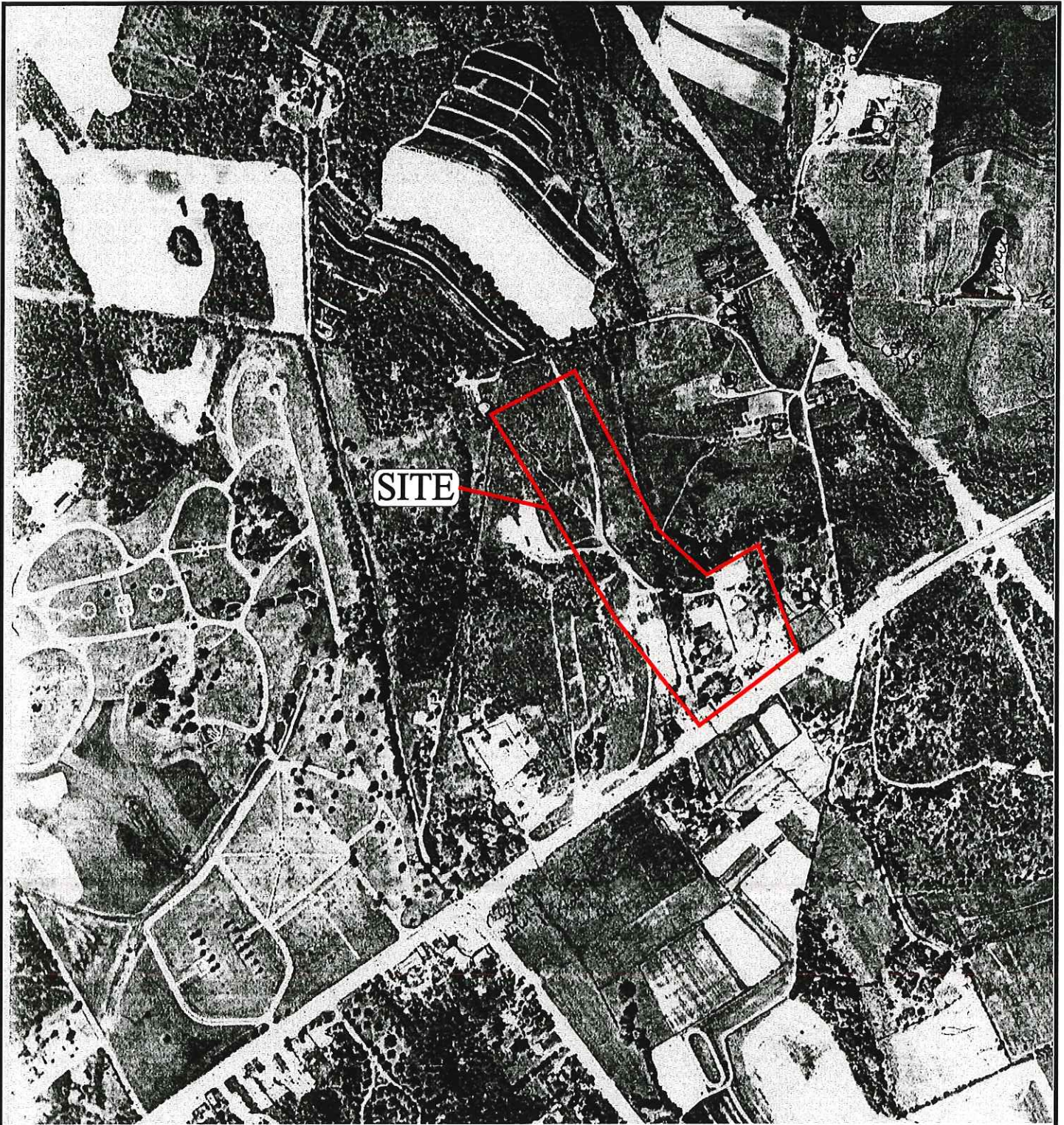
Date: May 17, 2001

KCI Job No: 01-97004.CD

Scale: 1" = 600'

North





**SITE**

Phase I ESA  
Troy Hill  
Parcel 345

**1964**  
**Aerial Photography**

Date: May 17, 2001

KCI Job No: 01-97004.CD

Scale: 1" = 600'

North





**SITE**

Phase I ESA  
Troy Hill  
Parcel 345

**1980**

## Aerial Photography

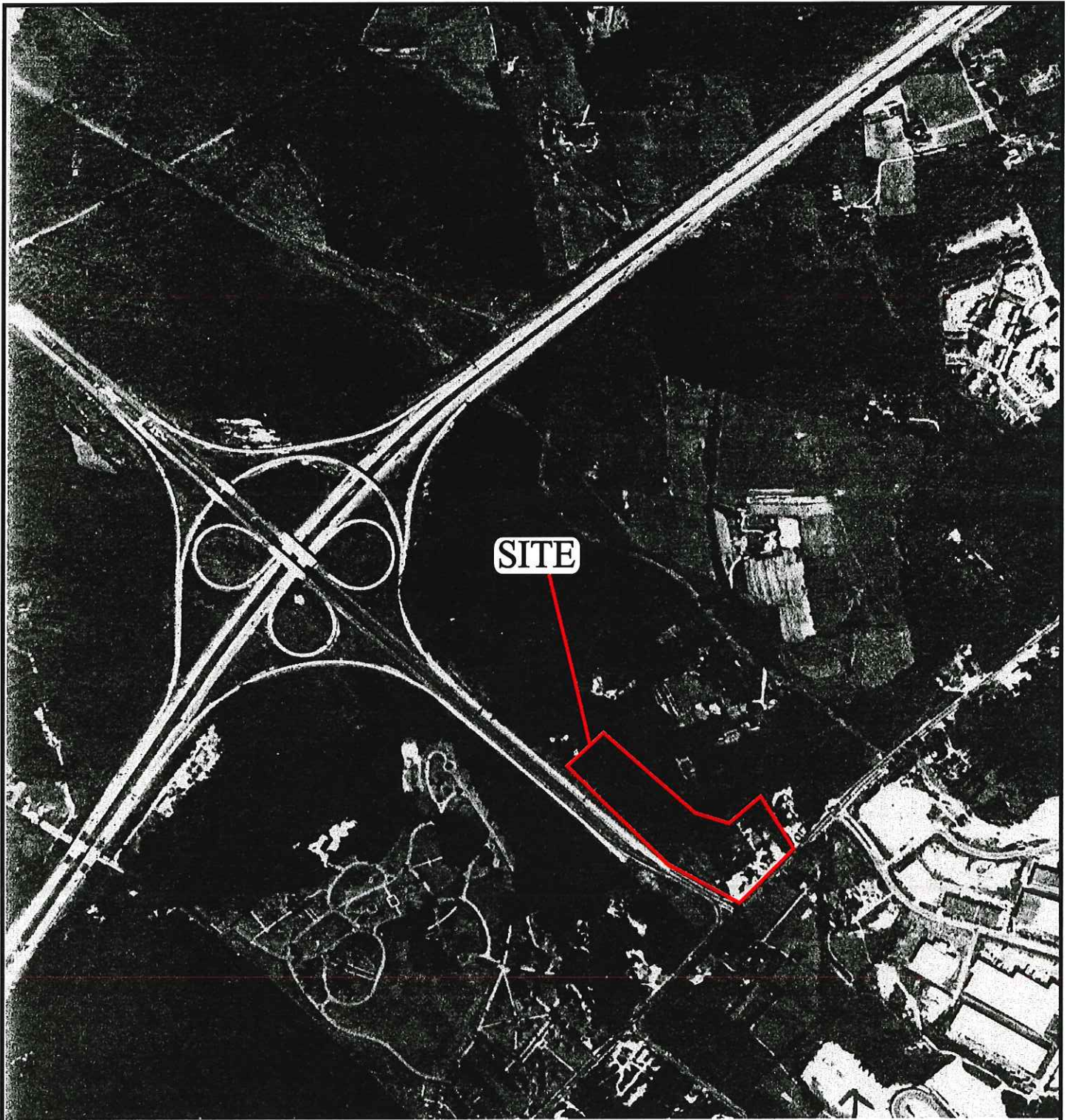
Date: May 17, 2001

KCI Job No: 01-97004.CD

Scale: 1" = 800'

North





Phase I ESA  
Troy Hill  
Parcel 345

**1984**

## Aerial Photography

Date: May 17, 2001

KCI Job No: 01-97004.CD

Not to Scale

North





**SITE**

**Phase I ESA  
Troy Hill  
Parcel 345**

**1998  
Aerial Photography**

Date: May 3, 2001      KCI Job No: 01-97004.CD

Scale: 1" = 275'

North



# Appendix B

## Chain-of-Title Information



# Howard County

M A R Y L A N D

BUREAU OF WASTE MANAGEMENT

6751 Columbia Gateway Drive, Suite 514

Columbia, MD 21046

(410) 313-6444 FAX (410) 313-6490

## LETTER of TRANSMITTAL

TO: Mr. Pradip Patel @ KCI  
10 North Park Drive  
Hunt Valley, MD 21030

DATE: 2/15/02  
RE: Troy Hill Park

### WE ARE SENDING YOU THE FOLLOWING ITEMS:

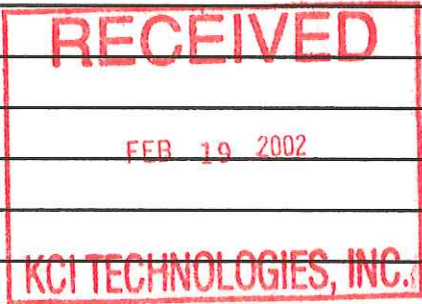
DESCRIPTION
Re: Project N. 3918
Troy Hill Park / State Highway Property
-- Title America Documents

### THESE ARE TRANSMITTED: (Check)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> For Review & Comment    | <input type="checkbox"/> As Requested             | <input type="checkbox"/> Approved as Submitted |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Returned For Corrections | <input type="checkbox"/> Approved as Noted     |
| <input type="checkbox"/> For Approval            | <input type="checkbox"/> _____                    |  |

### REMARKS:

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COPY TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED: Kris Singleton  
-PS

# TitleAmerica

February 14, 2002

Department of Public Works  
3430 Courthouse Drive  
Ellicott City, MD 21043

Attn: Tina Hackett, Chief  
Real Estate Services

Re: Project N-3918  
Troy Hill Park  
State Highway Property  
Our file 02-9569

Dear Ms Hackett;

In accordance with your request we have examined the title to the 11.8443 acre balance of proerty shown as parcel 345 on tax map 37. This is the balance of the parcel conveyed by Joseph Rybak, et al, unto the State of Maryland for the use of the State Highway Administration in a deed dated April 25, 1960 and recorded at RHM 351 folio 218.

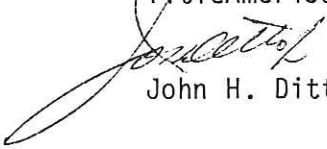
The property is subject to the following:

1. Rights of India Shanks to use a well and pipe line as reserved in a deed dated April 10, 1957 and recorded in 296-370 to John Rybak, et al.
2. Rights of Consolidated Gas Electric Light and Power Company to install lines in an agreement dated June 12, 1940 and recorded at 167-321 with J. Robert Shanks and wife.
3. Right of Way dated February 12, 1957 and recorded at 294-1 from India Shanks, widow, to Baltimore Gas and Electric Company.

Our title examination does not include running of the grantor-grantee index of the State in the Land Records nor have judgments been ordered on the State.

Copies of the documents in the title chain and the exceptions are enclosed for your use.

Very truly yours,  
TitleAmerica

  
John H. Ditto, Jr.

JHDJr:hs

Dead

(A) 7-21-39 39ac  
Bm Jr 164-131

John Robert Shanks  
INDIA SHANKS

4GR  
6-12-40 (D)  
167-321  
CONS GEL + POWER

DEED

(B) 4-10-57 19,842 ac  
JRH 296-370

JOSEPH RYBAK  
THERESA RYBAK  
DOLores PATRICIA RYBAK J/T  
(becomes Dolores Patricia Rybak Budzynski)

R/W (E)  
2-12-57  
294-1  
BALTO G & E Co

Dead

(C) 4-27-60 Same  
RHM 351-218  
STATE OF MARYLAND

(X)

164-131

*Deposited to  
John W. Shanks  
per Frederick W. Baker  
11/7/43*

FREDERICK W. BAKER, widower,  DEED TO JOHN ROBERT SHANKS and INDIA SHANKS, his wife.	\$8.00 Duly Cancelled Revenue Stamps.	\$8.00 Recordation Tax Stamps.
--	--	--------------------------------------

THIS DEED, Made this 21st day of July in the year one thousand nine hundred and Thirty-Nine, by and between Frederick W. Baker, widower, of Howard County, in the State of Maryland, of the first part, and John Robert Shanks and India Shanks, his wife, of the City of Baltimore, State of Maryland, of the second part.

Witnesseth, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Frederick W. Baker doth grant and convey unto the said John Robert Shanks and India Shanks, his wife, their heirs and assigns, in fee simple, all that tract of ground, situate, lying and being in the First Election District of Howard County, state aforesaid, and described as follows, that is to say:-

Containing 39 acres and twenty-five and seventy-six one-hundredths square perchas of land, more or less, and being all and the same property which by deed dated February 24th, 1921, and recorded among the Land Records of Howard County in Liber H.B.M. No. 112, folio 109, &c., was conveyed by Mary L. T. Sanner, unne died, to Frederick W. Baker and Virginia Baker, his wife (the said Virginia Baker having since died), saving and excepting thereout the portion thereof containing four hundred seventy-seven one-thousandths of an acre which by deed dated June 9th., 1936, was conveyed by Frederick W. Baker and wife to Elmore S. Clayton, Jr., et. al., which deed is recorded among said Land Records in Liber No. 154, Folio 339, &c.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and to Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging; or appertaining unto and to the proper use and benefit of the said John Robert Shanks and India Shanks, his wife, their heirs and assigns, in fee simple.

And the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said party of the first part

WITNESSETH:  
Margaret L. Schierer  
Frederick W. Baker (S&S)

JOHN ROBERT SHANKS, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 21st day of July in the year one thousand

nine hundred and Thirty-Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frederick W. Baker, widower, the above named grantor, and he acknowledged the foregoing Deed to be his act.

As witness my hand and Notarial Seal.

(SEAL'S PLACE)

Margaret E. Schierer  
Notary Public.

Received for Record 25<sup>th</sup> July 1939 at 9 o'clock A. M. Same day recorded and examined per.

*F. J. Sullivan*  
Clerk.

Received 25<sup>th</sup> July 1939  
 F. J. Sullivan  
 Clerk

JOHN G. HURT and  
IRMA C. HURT,  
his wife,

DEED TO

CARL LESLIE HOLMAN and  
VIRGINIA M. HOLMAN,  
his wife.

\$ .50 Duly  
Cancelled  
Revenue  
Stamp.

\$ .50 Recordation  
Tax  
Stamp.

THIS DEED, made this 21st day of July in the year 1939 by John G. Hurt and Irma C. Hurt, his wife, of Howard County, in the State of Maryland.

WITNESSETH, that for and in the consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, the said John G. Hurt and Irma C. Hurt, his wife, do hereby grant and convey unto Carl Leslie Holman and Virginia M. Holman, his wife, of the County and State aforesaid in fee-simple, all that lot or parcel of land and premises located on the Old Frederick Road at Alpha, in the Third Election District of Howard County and thus described;

BEING that part herein conveyed at a stone on the South side of the Old Frederick Road at the end of the South 4 degrees 42 perches line of deed R. J. Williams to Forrest F. Feddicord and wife, dated March 9th, 1931 and of record in Liber H. S. K., No. 140, folio 536 etc., one of Howard County Land Records, running reversely on said line, allowing 4 1/4 degrees for variation (1) North 8 1/4 degrees East 42 perches, then leaving the outlines and by a new line (2) South 15 1/4 degrees West 41 1/5 perches crossing the Old Frederick Road and intersecting the last line of above mentioned deed at the end of 5 2/5 perches, then by said part of said line reversed, allowing the same variation (3) South 42 1/2 degrees East 5 2/5 perches to the beginning. Containing with the area in said 7/10 acres, less 1/10 acre in area, or 6/10 acres, more or less. BEING the same land and premises conveyed to the said John G. Hurt by deed of

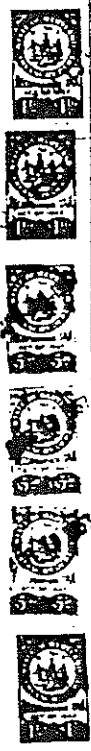
(B)

296 (1957)

Handed to C. J. [unclear] 5-2-57

THIS DEED, Made this 10th day of April, 1957, by India Shanks, widow, party of the first part, of Howard County, State of Maryland, Grantor, and Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak, parties of the second part, of Baltimore City, State aforesaid, Grantees.

WITNESSETH, That in consideration of the sum of Five (\$5.00) Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said India Shanks does hereby grant and convey unto the said Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak, as joint tenants, and not as tenants in common, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying on the northwesterly side of the Baltimore-Washington Boulevard (U. S. Route #1) in the First Election District of said Howard County, and more particularly described as follows, that is to say:



BEGINNING for the same at an iron pipe in the northwestern boundary of the Baltimore and Washington Boulevard (60 feet wide) and in the 3rd line of that parcel of land, which by deed dated June 9, 1936, and recorded among the Land Records of said Howard County in Liber B.M.Jr. No. 151, folio 339, etc., was granted and conveyed by Frederick W. Baker to Elmore S. Clayton, Jr., et. al., and running reversely with the remainder of said 3rd line and 2nd line of said parcel of land, (1) North 11 degrees 35 minutes 20 seconds West 710.55 feet to an iron pipe and (2) North 56 degrees 32 minutes 50 seconds West 130 feet to an iron pipe in the 13th line of that parcel of land, which by deed dated December 13, 1920, and recorded among said Land Records in Liber B.M. No. 111, folio 365, etc., was granted and conveyed by Frederick W. Baker and Virginia Baker, his wife, to Charles A. Thompson; thence running with the remainder of said 13th line, (3) North 11 degrees 35 minutes 10 seconds West 1519.7 feet to a concrete monument at the northeastern corner of that parcel of land, which by deed dated July 21, 1939, and recorded among said Land Records in Liber B.M.Jr. No. 164, folio 131, etc., was granted and conveyed by Frederick W. Baker, widower, to John Robert Shanks and India Shanks, his wife; thence running with the northern boundary of said parcel, (4) South 74 degrees 50 minutes 9 seconds West 458.39 feet to an iron pipe; thence running the following

WRE 206 142371

new course and distance, namely: (5) South 9 degrees 15 minutes 30 seconds East 1913 feet to an iron pipe in the northwestern boundary of the Baltimore and Washington Boulevard; thence running with said northwestern boundary, (6) North 56 degrees 32 minutes 50 seconds East 458 feet to the place aforementioned. Containing 19.842 acres of land, more or less.

BEING a part of that piece or parcel of ground, which by deed dated July 21, 1939, and recorded among said Land Records in Liber B.M.Jr. No. 164, folio 131, etc., was granted and conveyed by Frederick W. Baher, widower, to the said John Robert Shanks and India Shanks, his wife, as tenants by the entirety. The said John Robert Shanks having since departed this life leaving the said India Shanks seized of said land as the surviving tenant by the entirety absolutely.

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

TO HAVE AND TO HOLD said land and premises above described, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak, as joint tenants, and not as tenants in common, their heirs and assigns forever, in fee simple.

The grantor herein reserves for herself, her heirs and assigns the right to use a well presently located on the property hereby intended to be conveyed with a connecting pipe line thereto, and also reserves unto herself, her heirs and assigns, the right of ingress and egress to and from said well for repairs and maintenance to said well and said pipe line. The said parties hereto mutually covenant and agree that the cost of repairs and maintenance of said well shall be borne by said parties in proportion to their use of the water from said well.

AND the said India Shanks covenants that she will warrant especially the property hereby granted and conveyed, and that she will execute such other and further assurances of said land as may be required.

WITNESS THE HANDS AND SEALS OF SAID GRANTORS AND GRANTEE.

235 312

WITNESS as to India Shanks, Joseph Rybak & Theresa Rybak

WITNESS as to Dolores Patricia Rybak

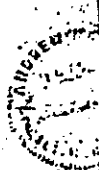
*Mrs India Shanks*  
India Shanks

*Joseph Rybak*  
Joseph Rybak

*Theresa Rybak*  
Theresa Rybak

*Dolores Patricia Rybak*  
Dolores Patricia Rybak

*Andrew H. Mullinix*  
Andrew H. Mullinix



STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of April, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared India Shanks, the grantor named in the foregoing deed, and she acknowledged said deed to be her act.

AS WITNESS MY HAND AND NOTARIAL SEAL.



*Andrew H. Mullinix*

Received for record April 19, 1957 at 10-30  
of clock A.M. Same day recorded and examined per  
Roby H. Mullinix RHM, Clerk.



(C)

351 MAR 218

*W. L. ...*

*Do to ...*

THIS DEED, Made this 21<sup>st</sup> day of April, 1960, by Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak, all of Howard County and the State of Maryland.

WITNESSETH that in consideration of the sum of five (5) dollars and other valuable considerations the said Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak do hereby grant and convey unto the State of Maryland to the use of, the State Roads Commission of Maryland, its successors and assigns, in fee simple, all that piece or parcel of land situate and lying in the First Election District of Howard County which by deed dated April 10, 1957 and recorded among the Land Records of Howard County in Liber R.H.M. No. 296, folio 370, etc. was conveyed by India Shanks to the said Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak, as joint tenants, and not as tenants in common.

SUBJECT HOWEVER to the operation and effect of the reservation in said deed set forth.

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the proper use and benefit of the State of Maryland to the use of the State Roads Commission, its successors and assigns, in fee simple.

AND the said Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the Grantors herein named the day and year first above written.

Test: Joseph Rybak (SEAL)  
Test: Theresa Rybak (SEAL)

Test:

Mary Constantine Culler Dolores Patricia Rybak Budzynski  
Dolores Patricia Rybak Budzynski

STATE OF MARYLAND

HOWARD COUNTY, to wit:

On this 22nd day of April, 1960, before me, the undersigned officer, personally appeared Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak Budzynski, satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS whereof I hereunto set my hand and official seal.



Mary Constantine Culler  
Notary Public

Received for record April 26-1960 at 2-30  
o'clock P.M. Same day recorded and examined per  
Noty H. Mallinix RDM, Clerk.

(D)

167- 321

STATE OF MARYLAND, HOWARD COUNTY, not.:

I HEREBY CERTIFY, That on this 4th day of April, 1940, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared T. Hunt Mayfield, Junior, the attorney named in the foregoing release, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said release to be the act of the said The Vestry of St. Peter's Protestant Episcopal Church, Queen Caroline Parish, Howard County, Maryland.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Anna E. Curran  
Notary Public.

Received for Record 29<sup>th</sup> June 1940 at 10:30 o'clock A. M. Same day recorded and examined per.

*Benj. Mullen Jr.*  
Clerk

167-321

*Delivered to  
J. S. Curran  
at 10:30 AM  
June 29, 1940*

J. ROBERT SHANKS  
INDIA D. SHANKS  
his wife.  
AGREEMENT WITH  
CONSOLIDATED GAS ELECTRIC  
LIGHT AND POWER COMPANY OF  
BALTIMORE

The undersigned hereby grant to CONSOLIDATED GAS ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain a pole line, including the necessary poles, cross-arms, guys, appurtenances, electric and other

wires over the property of the undersigned situated on the north side of Washington Boulevard west of Hillside Road in Howard County and acquired from Frederick W. Baker by deed dated July 21, 1939 and recorded among the Land Records of Howard County in Liber B. M. Jr. No. 164, folio 131.

Said pole line now located beginning at the now existing pole #64722 on the southeast side of Washington Boulevard approximately 600 feet northeast of Harman-Dorsey Road, and extending in a northwesterly direction approximately 337 feet to and including the last existing pole; and to be located extending from said line in a northwesterly direction, a distance of approximately 344 feet to the northwesternmost boundary line; thence along and adjacent to the said northwesternmost boundary line, over the above mentioned property, at such points as the proper extension of the service of said Company may require.

And the undersigned further grants and conveys to said Company the existing pole line as now located, including the loops free and clear of all liens, claims, and encumbrances.

Together with the right of access at all times to said pole line; the right to make extensions of said line over the above mentioned land to adjacent prop-

articles; and the right to top or trim the trees adjacent to the wires in order to provide ample clearance.

WITNESS our hands and seals this 12th day of June 1940.

WITNESS:

Nicholas G. Bruno  
(as to both)

J. Robert Shanks (SEAL)  
India D. Shanks (SEAL)

STATE OF MARYLAND }  
HOWARD COUNTY } TO WIT:

I HEREBY CERTIFY, that on this 12th day of June, in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for The City of Baltimore, personally appeared J. Robert Shanks and India D. Shanks, his wife and acknowledged the foregoing agreement to be their act and deed.

WITNESS my hand and Notarial seal.

(SEAL'S PLACE)

Nicholas G. Bruno  
Notary Public.

Received for Record 28<sup>th</sup> June 1940 at 11:45 o'clock A. M. Same day recorded and examined per.

*B. J. ...*  
Clerk

*Referred to  
B. J. ... 1940*

MICHAEL J. NEUBAUER  
MAR. NEUBAUER  
his wife  
  
AGREEMENT WITH  
CONSOLIDATED GAS ELECTRIC  
LIGHT AND POWER COMPANY  
OF BALTIMORE

The undersigned hereby grant to CONSOLIDATED GAS ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain a pole line, including the necessary poles, cross-arms, guys, appurtenances, electric and

other wires over the property of the undersigned situated on the east and west sides of Hillside Road Extended (Private Road) north of Washington Boulevard in Howard County and acquired from Catherine Knust and Henry Knust, her husband by deed dated Dec 5, 1917 and recorded among the Land Records of Howard County in Liber H. B. N. No. 104, folio 507.

Said pole line to be located as more particularly shown on a plat entitled, "Pole Line over the Property of Michael J. Neubauer," a copy of which is retained for reference by each of the parties hereto.

Together with the right of access at all times to said pole line; the right to make extensions of said line over the above mentioned land to adjacent properties; and the right to top or trim the trees adjacent to the wires in order to provide ample clearance.

(E)

WV 281 1

WV 281 to Fred with Rev. Co.  
3-8-57

App. No.  
187987  
Parcel #1

**THIS DEED OF RIGHT OF WAY, MADE this 12th day of February** in the year one thousand nine hundred fifty-seven, by and between **FOUR SHANKS, Widow**, party of the first part and **BALTIMORE GAS AND REVENUE COMPANY**, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the second part.



**WITNESSETH**, that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors, licensees and assigns, a free and uninterrupted right of way, for the construction, operation and maintenance of underground gas mains, service pipes and appurtenances over the property of the party of the first part situated in the First Election District of Howard County, State of Maryland; said right of way being described as follows in accordance with a survey and plat prepared by Roy O. Sykes, Surveyor and Civil Engineer, which said plat entitled, "Plan Showing Right of Way acquired from John R. Shanks, First Election District, Howard County, Maryland", is attached hereto and made a part hereof:



**BEGINNING** for the same at a stone found at the end of the first or north 42 degrees 38 minutes west 17.25 perches line of a parcel of land heretofore conveyed by Frederick V. Baker, widower, to John R. Shanks and wife, by deed dated July 31, 1939 and recorded in Liber B.M. Jr. No. 144 folio 131 etc., among the land records of Howard County; said parcel being more particularly described in a deed from Louise T. Berry, widow, et al, to George Baker dated August 12, 1878 and recorded in Liber L.V.V. No. 39 folio 253 etc., among the land records of Howard County; and running thence with a part of the second line of said deed, as now surveyed, with courses referred to the true meridian, (1) north 1 degree 57 minutes east 130.27 feet to a concrete monument now planted; thence leaving said second line and bounding on a right of way now laid out, (2) south 19 degrees 13 minutes east 116.39 feet to a concrete monument now planted; thence, (3) south 42 degrees 48 minutes east 230.76 feet to the north boundary of the Baltimore-Washington Boulevard; thence with the north boundary, (4) north 47 degrees 04 minutes east 23.19 feet; thence leaving said north boundary and running, (5) south 48 degrees 11 minutes east 30.09 feet to the center of the Baltimore-Washington Boulevard; thence with the center thereof, (6) south 47 degrees 04 minutes west 30.21 feet; thence passing over a concrete monument now planted north 48 degrees 11 minutes west 30.09 feet from the center of the said Baltimore-Washington Boulevard; (7) north 48 degrees 11 minutes west 270.44 feet to the place of beginning. Containing 8.317 acres of land more or less.

**BEING** a part of the aforesaid parcel of land heretofore conveyed by Frederick V. Baker to John R. Shanks and India Shanks, his wife, by deed dated and recorded as aforesaid, the said John R. Shanks having since departed this life.

# TitleAmerica

February 14, 2002

Department of Public Works  
3430 Courthouse Drive  
Ellicott City, MD 21043

Attn: Tina Hackett, Chief  
Real Estate Services

Re: Project N-3918  
Troy Hill Park  
State Highway Property  
Our File 02-9569

Dear Ms Hackett;

In accordance with your request we have examined the title to the 1.264 acre parcel shown as parcel 371 on tax map 37 owned by the State Roads Commission of Maryland. The property is a part of a 12 acre parcel acquired by an Inquisition dated May 21, 1970 and recorded among the Howard County Land Records in Liber 549 folio 604 against Harry J. Peyton and Josephine M. Peyton, his wife.

The property is subject to the following:

1. Right of way in a deed dated December 13, 1957 and recorded at 308-451 from India Shanks, widow, to Eastern Stair Builders of Maryland, Inc.
2. Agreement for pole lines dated June 12, 1940 and recorded in 167-321 from J. Robert Shanks and wife to Consolidated Gas Electric Light and Power Company.
3. Right of Way from India Shanks, widow, to Baltimore Gas and Electric Company dated February 12, 1957 and recorded at 294-1.

Our title examination does not include the running of the grantor-grantee index of the State in the Land Records nor have judgments been ordered on the State.

Copies of the documents in the title chain and the title exceptions are enclosed for your use.

Very truly yours,  
TitleAmerica

  
John H. Ditto, Jr.

JHDJr:hs

TITLE ASSUMED in  
FREDERICK W. BAKER, WIDOWER

DEED  
7-21-39 39 ac  
B.M.J.# 164-131  
JOHN ROBERT SHANKS  
EDDIE SHANKS n/w

DEED  
1-20-58  
R.H.M. 309-534  
Ralph L. DeGROFF n/w  
MARION WILSON DeGROFF n/w  
BARBARA G REED e/c

DEED  
4-18-62 120 ac  
W.H.H. 382-349  
HARRY J. PEYTON  
JOSEPHINE M. PEYTON n/w

INQUISITION 120 ac  
549-604  
STATE ROADS COMMISSION

AGR  
6-12-40  
167-321  
CONS G E L + POWER

P/W  
2-12-57  
294-1  
PAC TO G + E

DEED OFF  
4-10-57  
296-370  
Joseph Rybak  
etal

DEED OFF  
12-13-57  
308-451  
Eastern Seal  
Buildings

190c

20c

(A)

164-  
131  
*Deed not to be  
filed in  
the office 11/7/90*

FREDERICK W. BAKER, widower,  DEED TO JOHN ROBERT SHANKS and INDIA SHANKS, his wife.	\$8.00 Duty Cancelled Revenue Stamps.	\$8.00 Recordation Tax Stamps.
--	--	--------------------------------------

THIS DEED, Made this 21st day of July in the year one thousand nine hundred and Thirty-Nine, by and between Frederick W. Baker, widower, of Howard County, in the State of Maryland, of the first part, and John Robert Shanks and India Shanks, his wife, of the City of Baltimore, State of Maryland, of the second part.

Witnesseth, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Frederick W. Baker doth grant and convey unto the said John Robert Shanks and India Shanks, his wife, their heirs and assigns, in fee simple, all that tract of ground, situate, lying and being in the First Election District of Howard County, State aforesaid, and described as follows, that is to say:-

Containing 39 acres and twenty-five and seventy-six one-hundredths square perches of land, more or less, and being all and the same property which by deed dated February 21th, 1921, and recorded among the Land Records of Howard County in Liber H.B.M. No. 112, folio 109, Ac., was conveyed by Mary E. T. Sanner, unmarried, to Frederick W. Baker and Virginia Baker, his wife (the said Virginia Baker having since died), saving and excepting thereout the portion thereof containing four hundred seventy-seven one-thousandths of an acre which by deed dated June 9th., 1936, was conveyed by Frederick W. Baker and wife to Elmore S. Clayton, Jr., et. al., which deed is recorded on said Land Records in Liber No. 154, Folio 339, Ac.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or otherwise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John Robert Shanks and India Shanks, his wife, their heirs and assigns, in fee simple.

And the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

TEST: Margaret A. Schirer Frederick W. Baker (S.E.)

STATE OF MARYLAND, State of Baltimore, ss: I HEREBY CERTIFY, that on this 21st day of July in the year one thousand



Five hundred and Thirty-Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frederick W. Baker, widower, the above named grantor, and he acknowledged the foregoing deed to be his act.

As Witness my hand and Notarial Seal.

(GRANTOR'S PLACE)

Margaret S. Schlemmer  
Notary Public.

Received for Record 25<sup>th</sup> July 1939 at 9 o'clock A. M. Same day recorded and entered per-

*Reg. M. C. Jones*

JOHN G. HURT and EMMA C. HURT, his wife, DEED TO CARL LESLIE HOLMAN and VIRGINIA M. HOLMAN, his wife.	\$1.50 July	\$1.50 Recordation
	Cancelled	Tax
	Revenue	Stamp.
	Stamp.	

THIS DEED, made this 21st day of July in the year 1939 by John G. Hurt and Irma C. Hurt, his wife, of Howard County, in the State of Maryland.

WITNESSETH, that for and in the consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, the said John G. Hurt and Irma C. Hurt, his wife, do hereby grant and convey unto Carl Leslie Holman and Virginia M. Holman, his wife, of the County and State aforesaid in the whole, all that lot or parcel of land and premises located on the Old Frederick Road, in the Third Electoral District of Howard County and thus described:

BEING for the part hereby conveyed that one and that sixth part of the Old Frederick Road at the end of the said lot and parcel of land of land...

Be it remembered that the foregoing copy of the foregoing deed is a true and correct copy of the original as the same appears from the records of the Office of the Notary Public for the County and State aforesaid.

(B)

Willed to take from G.  
2-11-57  
Baltimore

309-534  
309-504

THE TITLE GUARANTEE COMPANY  
(Individual Form)  
App. II. 22905



This Deed, Made this 20<sup>th</sup> day of January, in the year one thousand nine hundred and fifty-eight, by and between INDIA SHANKS, widow, of Howard County, State of Maryland, party of the first part, Grantor, and MALPH L. DEGROFF, MARION WILSON DEGROFF and BARBARA C. REED, of Baltimore City, state of Maryland, parties of the second part, Grantees.



Witnesseth: that in consideration of the sum of Five Dollars and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, and assign unto the said Grantees, as tenants in common, their heirs and assigns, in fee simple, all that

lot(s) of ground

situate in the First Election District of Howard County, in the State of Maryland, and described as follows, to-wit: according to a survey made by J. R. Curtis, Engineer and Surveyor, on November 25, 1937, that is to say:

BEINGING for the same at an iron pipe in the northern boundary of the Baltimore and Washington Boulevard (S.W. 1/4 Sec. 1) and south 36 degrees 42 minutes 30 seconds west 150 feet from an iron pipe at the end of the fifth line of that parcel of land which, by deed dated April 10, 1937, and recorded among the Land Records of Howard County in Liber S.M.M. No. 296, folio 370, etc., was granted and conveyed by India Shanks, widow, to Joseph Rybak, et al. thence running parallel to said fifth line, (1) north 9 degrees 46 minutes 30 seconds west 132.4 feet to an iron pipe thence running parallel to said Boulevard, (2) north 36 degrees 42 minutes 30 seconds east 130 feet to an iron pipe in the fifth line, (3) the said Rybak parcel thence running rearwardly with the remainder of said fifth line, (4) north 9 degrees 46 minutes 30 seconds west 127.6 feet to an iron pipe in the northern boundary of the parcel of land which, by deed dated July 11, 1939, and recorded among the said Land Records in Liber S.M.M. No. 104, folio 113, etc., was granted and conveyed by Frederick V. Baker to John Robert Shanks and India Shanks, his wife; thence running with the remainder of said boundary, (5) south 74 degrees 30 minutes 9 seconds west 22.3 feet to an iron pipe thence running with a part of the western boundary of said parcel, (6) north 9 degrees 36 minutes west 1471.7 feet to an iron pipe thence running the following three new courses and distances, to-wit: (7) south 35 degrees 16 minutes 30 seconds east 194.3 feet to an iron pipe; (8) north 35 degrees 16 minutes 30 seconds east 290.4 feet to an iron pipe in the northern boundary of said Boulevard; thence running with the said northern boundary of said Boulevard, (9) north 36 degrees 42 minutes 30 seconds east 144.9 feet to the place of beginning; containing 1/2 acre (12) acres

TOGETHER with the use of an easement, five feet wide, running over the property and described in two deeds from India Shanks to (a) Joseph Rybak, et al., dated April 13, 1937, and recorded among the Land Records of Howard County in Liber S.M.M. No. 296, folio 370; and to (b) Eastern Stair Builders of Maryland, Inc., dated December 13, 1937, and recorded among said Land Records in Liber S.M.M. No. 304, folio 431; and subject to the easements of said right of way as set forth in the deed to the Eastern Stair Builders of Maryland, Inc., as aforesaid.

TOGETHER with, and subject to, a right of way over the existing road, as now located, and running from the north side of the Baltimore and Washington Boulevard through the property hereby conveyed and over the property retained by the Grantor herein. The route located on the property hereby conveyed is described as follows:

BEINGING for the same at a point in the northern boundary of the Baltimore and Washington Boulevard south 36 degrees 42 minutes 30

300-500

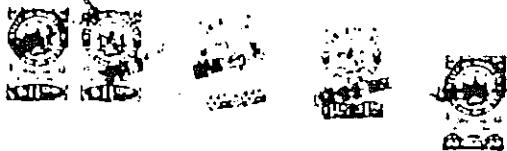
seconds west 93.7 feet from an iron pipe at the southwestern corner of the two acre parcel conveyed by India Shanks to the Eastern State Builders of Maryland, Inc., dated December 11, 1936, and recorded in Liber S.M.M.No. 308, folio 451, and running the following two courses and distances along the center lines of said roadway: (1) north 45 degrees 40 minutes west 52.42 feet and (2) north 62 degrees 29 minutes west 90.76 feet to a point in the division line between the Shanks and Reed properties.

THE portion located on the land retained by the Grantor is described as follows:

BEING for the same at the end of the second line of the two center lines of the above described right-of-way and running the following two courses and distances, namely: (3) north 37 degrees 34 minutes 30 seconds west 109.8 feet and (4) north 18 degrees 32 minutes east 50.8 feet to the division line between the Reed and Shanks properties.

THE portion of the right-of-way over the land hereby conveyed is reserved by the Grantor, her heirs and assigns, and the portion of the right-of-way over the property retained is granted to the Grantees herein, their heirs and assigns, for and as long as the portion of the land retained by the Grantor herein is used for residential purposes, and upon the said land ceasing to be used for residential purposes, the entire right of way, as described by the aforesaid two descriptions, shall cease. In any event the entire right of way shall cease and expire five years from the date hereof or upon the use of the land retained by the Grantor ceasing for residential purposes as aforesaid, whichever event occurs first.

BEING part of the property which, by deed dated July 11, 1936, and recorded among the Land Records of Howard County in Liber S.M. Jr. No. 164, folio 131, was granted and conveyed by Frank W. Baker, widower, to John Robert Shanks and India Shanks, his wife, as tenants by the entireties, in fee simple. The said John Robert Shanks departed this life on February 2, 1957, thereby vesting the absolute title to said property in the Grantor herein.



NO. 10165311

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lot(s) of ground and premises, unto and to the use of the said RALPH L. DeCROFF, MARION WILSON DeCROFF and BARBARA C. DEED, as tenants in common, their heirs and assigns, in fee simple.

And the said Grantor covenants to warrant specially the property hereby granted and conveyed, and to execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the hand(s) and seal(s) of the said grantor(s)

Witness  
*[Signature]*  
RALPH L. DeCROFF

India Shanks (Seal)

(Seal)

State of Maryland BALTIMORE CITY

TO WIT

I HEREBY CERTIFY that on this 28th day of January 19 54 before me a Notary Public of the State aforesaid, personally appeared INDIA SHANKS, widow,

known to me (or satisfactorily proved) to be the person(s) whose name(s) were subscribed to the within instrument, who signed the same in my presence, and a true and correct copy of the same was read to her (or to them) in my presence.

WITNESS my hand and Notary Seal

*[Signature]*

My commission expires 03 21 59.

INDIA SHANKS, widow  
Notary Public

to an iron pipe; thence running parallel to said Boulevard (2) north 56 degrees 42 minutes 30 seconds east 150 feet to an iron pipe in the fifth line of the said Rybak parcel; thence running reversely with the remainder of said fifth line, (3) north 9 degrees 46 minutes 30 seconds west 1276.6 feet to an iron pipe in the northern boundary of the parcel of land which by deed dated July 21, 1939, and recorded among the said Land Records in Liber B.M., Jr. No. 164, folio 13, etc., was granted and conveyed by Frederick W. Baker to John Robert Shanks and India Shanks, his wife; thence running with the remainder of said boundary, (4) south 74 degrees 50 minutes 9 seconds west 22.3 feet to an iron pipe; thence running with a part of the western boundary of said parcel, (5) south 9 degrees 56 minutes west 1471.7 feet to an iron pipe; thence running the following three new courses and distances, namely: (6) south 35 degrees 16 minutes 30 seconds east 394.5 feet to an iron pipe; (7) south 54 degrees 43 minutes 30 seconds west 50 feet to an iron pipe and (8) south 35 degrees 16 minutes 30 seconds east 290.4 feet to an iron pipe in the northern boundary of said Boulevard; thence running with the said northern boundary of said Boulevard, (9) north 56 degrees 43 minutes 30 seconds east 144.8 feet to the place of beginning; containing twelve (12) acres.

TOGETHER with the buildings and improvements thereon the rights, roads, ways, etc. and especially with the use of an easement 5 feet wide running over the property and described in two Deeds from India Shanks (a) Joseph Rybak, et al. dated 4/13/57 and recorded among said Land Records in REM No. 296, /370 etc. and to (b) Eastern Stair Buildings of Maryland, Inc., dated 12/13/57 and recorded among the Land Records in REM No. 308/451 etc and subject to the maintenance of said right-of-way as set forth in the Deed to Eastern Stair Builders of Maryland, Inc. as aforesaid; and together with, and subject to, the right of way over the existing road as more particularly described in the Deed from Shanks to De Groff, et al dated 1/20/58 and recorded in REM No. 309/534, subject to the extinguishment of same as in said Deed more particularly set forth.

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

(C)

2-52647

THIS DEED, Made this 21st day of April, 1942, by Ralph L. DeGross and Marion Wilson DeGross, his wife, and Barbara G. Reed and William L. Reed, her husband, parties of the first part, Grantors, and Harry J. Peyton and Josephine M. Peyton, his wife, parties of the second part, Grantees.

WITNESSETH, That in consideration of the sum of Five (5.00) Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said Harry J. Peyton and Josephine M. Peyton, his wife, as tenants by the entirety, in fee simple, all that piece or parcel of ground situate and lying in the First Election District of Howard County, Maryland, which, by deed dated January 20, 1938, and recorded among the Land Records of said Howard County in Liber R.N.M. No. 309, folio 334, etc., was granted and conveyed by India Shanks, idem, to the said Ralph L. DeGross, Marion Wilson DeGross and Barbara G. Reed, and therein more particularly described and referred to as containing 12 acres of land, more or less.

TOGETHER with the buildings and improvements thereon, the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining; and especially with the use of an easement five feet wide running over the property and described in two deeds from India Shanks to (a) Joseph Ryan, et. al., dated April 13, 1937, and recorded among said Land Records in Liber R.N.M. No. 296, folio 370, etc., and to (b) Eastern Stair Builders of Maryland, Inc., dated December 13, 1937, and recorded among said Land Records in Liber R.N.M. No. 308, folio 451, etc; and subject to the maintenance of said right of way as set forth in the deed to Eastern Stair Builders of Maryland, Inc., as aforesaid; and together with, and subject to, the right of way over the existing road as more particularly described in the deed from Shanks to DeGross, et. al., dated and recorded as aforesaid, subject to the extinguishment of same as in said deed more particularly set forth.

1942 354mc 349

Wills to Grantors May 21-1942  
1941





TO HAVE AND TO HOLD said land and premises above described, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Harry J. Peyton and Josephine M. Peyton, his wife, as tenants by the entirety, forever, in fee simple.

AND the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such other and further assurances of said land as may be requisite.

WITNESS THE NAMES AND SEALS OF SAID GRANTORS.

WITNESS as to all:

*John B. Bourne*

*Ralph L. DeGross* (SEAL)  
Ralph L. DeGross  
*Marion Wilson DeGross* (SEAL)  
Marion Wilson DeGross  
*Barbara G. Reed* (SEAL)  
Barbara G. Reed  
*William L. Reed* (SEAL)  
William L. Reed

STATE OF MARYLAND, *City of Baltimore*, TO WIT:

I HENRY CLERKE, that on this *16<sup>th</sup>* day of April, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the *City* aforesaid, personally appeared Ralph L. DeGross and Marion Wilson DeGross, his wife, and Barbara G. Reed and William L. Reed, her husband, the grantors named in the aforesaid deed, and they acknowledged said deed to be their act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

*John A. [Signature]*  
Notary Public

Received for record *April 25 1942* at *10:20* o'clock *A.M.* Same day recorded and examined per *W. Harvey Hill* *W.H.H.* Clerk



HAVING viewed the premises, heard the evidence and duly considered the same, do find and determine that:

IT is necessary for the Plaintiff to acquire the said property and that the damages to be sustained by the defendants to this cause for their fee simple interest and estate in and to the parcel of land hereinbefore particularly described, and the property, rights and easements, as set forth in the Petition, <sup>is</sup> are the sum of \$106,725

THAT upon the payment of the said sum to the defendants, the title to the property shall be held and become vested in the State of Maryland, to the use of the State Roads Commission, clear and discharged from any claims, liens or demands of the defendants, and the said State Roads Commission shall thereupon have the right to immediate possession of said property.



IN WITNESS WHEREOF, we, the said Jurors, have hereunto set our hands and seals this 21<sup>st</sup> day of May, 1970.

Thomas A. Baker (SEAL)

Robert E. Blain (SEAL)

Donald L. Weaver (SEAL)

J. Raymond Carter (SEAL)

W. Ernest Buchanan (SEAL)

Henry B. Hubbs (SEAL)

John T. Fisk (SEAL)

Adam M. Houser (SEAL)

Ernest A. Decker (SEAL)

Thomas O. Fower (SEAL)

Wendell C. Custer (SEAL)

Timothy J. Smith (SEAL)

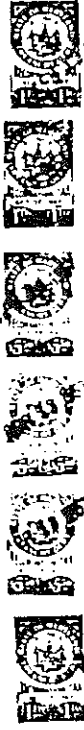
(E)

Willed to C. J. S. for 274  
5-2-57

295 28370

THIS DEED Made this 10th day of April, 1957, by India Shanks, widow, party of the first part, of Howard County, State of Maryland, Grantor, and Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak, parties of the second part, of Baltimore City, State aforesaid, Grantees.

WITNESSETH, That in consideration of the sum of Five (\$5.00) Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said India Shanks does hereby grant and convey unto the said Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak, as joint tenants, and not as tenants in common, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying on the northwesterly side of the Baltimore-Washington Boulevard (U. S. Route #1) in the First Election District of said Howard County, and more particularly described as follows, that is to say:



BEGINNING for the same at an iron pipe in the northeastern boundary of the Baltimore and Washington Boulevard (60 feet wide) and in the 3rd line of that parcel of land, which by deed dated June 9, 1936, and recorded among the Land Records of said Howard County in Liber B.M.Jr. No. 154, folio 339, etc., was granted and conveyed by Frederick W. Baker to Elmore T. Clayton, Jr., et. al., and running reversely with the remainder of said 3rd line and 2nd line of said parcel of land, (1) North 11 degrees 35 minutes 10 seconds West 710.55 feet to an iron pipe and (2) North 56 degrees 32 minutes 50 seconds East 130 feet to an iron pipe in the 13th line of that parcel of land, which by deed dated December 13, 1920, and recorded among said Land Records in Liber M.B.A. No. 111, folio 365, etc., was granted and conveyed by Frederick W. Baker and Virginia Baker, his wife, to Charles A. Thompson; thence running with the remainder of said 13th line, (3) North 11 degrees 35 minutes 10 seconds West 1519.7 feet to a concrete monument at the northeastern corner of that parcel of land, which by deed dated July 21, 1939, and recorded among said Land Records in Liber B.M.Jr. No. 164, folio 131, etc., was granted and conveyed by Frederick W. Baker, widower, to John Robert Shanks and India Shanks, his wife; thence running with the northern boundary of said parcel, (4) South 74 degrees 30 minutes 9 seconds West 450.39 feet to an iron pipe; thence running the following

RE 203 14.371

Dev course and distance, namely: (5) South 9 degrees 46 minutes 30 seconds East 1910 feet to an iron pipe in the northwestern boundary of the Baltimore and Washington Boulevard; thence running with said northwestern boundary, (6) North 56 degrees 32 minutes 50 seconds East 458 feet to the place of beginning. Containing 19.542 acres of land, more or less.

HERE a part of that piece or parcel of ground, which by deed dated July 21, 1939, and recorded among said Land Records in Liber B.M.Jr. No. 164, folio 131, etc., was granted and conveyed by Frederick W. Baker, widower, to the said John Robert Shanks and India Shanks, his wife, as tenants by the entireties. The said John Robert Shanks having since departed this life leaving the said India Shanks seized of said land as the surviving tenant by the entirety absolutely.

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

TO HAVE AND TO HOLD said land and premises above described, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Joseph Rybak, Theresa Rybak and Dolores Patricia Rybak, as joint tenants, and not as tenants in common, their heirs and assigns; forever, in fee simple.

The grantor herein reserves for herself, her heirs and assigns the right to use a well presently located on the property hereby intended to be conveyed with a connecting pipe line thereto, and also reserves unto herself, her heirs and assigns, the right of ingress and egress to and from said well for repairs and maintenance to said well and said pipe line. The said parties hereto mutually covenant and agree that the cost of repairs and maintenance of said well shall be borne by said parties in proportion to their use of the water from said well.

AND the said India Shanks covenants that she will warrant specially the property hereby granted and conveyed, and that she will execute such other and further assurances of said land as may be requisite.

WITNESS THE HANDS AND SEALS OF SAID GRANTORS AND GRANTEEES.

AR 296 312

WITNESS as to India Shanks, Joseph Rybak & Theresa Rybak:

*Theresa Rybak*

*Mrs India Shanks*  
India Shanks

WITNESS as to Dolores Patricia Rybak:

*Andrew Majewski*  
Andrew Majewski

*Joseph Rybak*  
Joseph Rybak

*Theresa Rybak*  
Theresa Rybak

*Dolores Patricia Rybak*  
Dolores Patricia Rybak



STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of April, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared India Shanks, the grantor named in the foregoing deed, and she acknowledged said deed to be her act.

AS WITNESS MY HAND AND NOTARIAL SEAL.



*Theresa Rybak*

Received for record April 13-1957 at 10-30  
o'clock A.M. Same day recorded and examined per  
Roby H. Wollinick *RHW*, Clerk.

(F)

1-2-G  
THE TITLE GUARANTEE COMPANY  
(Individual Form)  
App. 11- 22'06

*Held to 736k Ann. Day  
1-3-57*

This Deed, Made this 15<sup>th</sup> day of December, in the year one thousand nine hundred and fifty-seven, by and between INDIA SHANKS, widow, of Howard County, State of Maryland, party of the first part, Grantor, and EASTERN STAR BUILDERS OF MARYLAND, INC., a corporation of the State of Maryland, party of the second part, Grantee.

Witnessed: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, and assign unto the said Grantee, its successors and assigns, in fee simple, all that



(bits) of ground

situate in in the First Election District of Howard County, in the State of Maryland, ~~on the north side of the Baltimore-Washington Boulevard, which, according to a survey made by J. E. Curtis, on October 20, 1957, is found to be within the following courses and distances, to wit:~~  
BEING for the same at an iron pipe in the northern boundary of the Baltimore and Washington Boulevard (U.S. Route No. 1) and at the end of the fifth line of that parcel of land which, by deed dated April 10, 1957, and recorded among the Land Records of Howard County in Liber R.H.M. No. 296, folio 370, etc., was granted and conveyed by India Shanks, widow, to Joseph Rybak and Theresa R. Rybak, his wife; and running reversely with a part of said fifth line, (1) north 9 degrees 46 minutes 30 seconds west, over an under-ground water pipe at 364.67 feet, 633.4 feet to an iron pipe; thence running the following two new courses and distances, namely: (2) south 56 degrees 42 minutes 30 seconds west 150 feet to an iron pipe and (3) south 9 degrees 46 minutes 30 seconds east, over said under-ground water pipe at 313.4 feet, 633.4 feet to an iron pipe in the northern boundary of the Baltimore and Washington Boulevard; thence running with said northern boundary, (4) north 56 degrees 42 minutes 30 seconds east 150 feet to the place of beginning; containing two (2) acres of land, more or less.

BEING a part of that parcel of land which, by deed dated July 21, 1939, and recorded among said Land Records of Howard County in Liber R.H.M. Jr. No. 164, folio 171, was granted and conveyed by Frederick W. Laker to John Robert Shanks and India Shanks, his wife, as tenants by the entirety, in fee simple. To: said John Robert Shanks

208 303 402

departed this life prior to February 12, 1957, thereby vesting the absolute title to said property in the said India Shanks by reason of survivorship.

THE Grantor herein reserves a right of way five feet wide over and along the water pipe or pipes referred to in the above description, where it crosses the above described parcel, for the purpose of replacing or repairing said water pipes, for herself, her heirs or assigns. In the event that the replacement or repairs of said water pipes by the Grantor, her heirs or assigns, damages the improvements or appurtenances which may be hereinafter erected by the Grantee, its successors or assigns, on said property, then in such event, the Grantor covenants for herself, her heirs or assigns, to indemnify and save harmless the Grantee, its successor or assigns.

Together with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said described lot(s) of ground and premises, unto and to the use of the said EASTERN STAIR BUILDERS OF MARYLAND, INC., its successors and assigns, in fee simple.

And the said Grantor covenants to warrant specially the property hereby granted and conveyed, and to execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the hand(s) and seal(s) of the said grantor(s):

WITNESS: *[Signature]*  
SECRETARY

*Indya Shanks*  
*Indya Shanks* (Seal)  
Indya Shanks

(Seal)

State of Maryland.

BALTIMORE CITY

TO WIT:

I HEREBY CERTIFY, that on this 13th day of December, 1937, before me, a Notary Public of the State aforesaid, personally appeared INDIA SHANKS,

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, who signed the same in my presence, and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public

Received: 2-28 pm 20-1937 commission expires: May 4, 1939.  
Roby H. Mullinax RHM, Clerk.

G

167- 321

STATE OF MARYLAND, HOWARD COUNTY, not.:

I HEREBY CERTIFY, That on this 4th day of April, 1940, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared T. Hunt Mayfield, Junior, the attorney named in the foregoing release, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said release to be the act of the said The Vestry of St. Peter's Protestant Episcopal Church, Queen Caroline Parish, Howard County, Maryland.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Anna E. Curran  
Notary Public.

Received for Record 29<sup>th</sup> June 1940 at 10:30 o'clock A. M. Same day recorded and examined per.

*Benj. Mallon Jr.*  
Clerk

167-321

Delivered to  
P. S. Burt  
14. 12. 1940

J. ROBERT SHANKS  
INDIA D. SHANKS  
his wife.  
AGREEMENT WITH  
CONSOLIDATED GAS ELECTRIC  
LIGHT AND POWER COMPANY OF  
BALTIMORE

The undersigned hereby grant to CONSOLIDATED GAS ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain a pole line, including the necessary poles, cross-arms, guys, appurtenances, electric and other

wires over the property of the undersigned situated on the north side of Washington Boulevard west of Hillside Road in Howard County and acquired from Frederick W. Baker by deed dated July 21, 1939 and recorded among the Land Records of Howard County in Liber B. M. Jr. No. 164, folio 131.

Said pole line now located beginning at the now existing pole #64722 on the southeast side of Washington Boulevard approximately 600 feet northeast of Harmons-Dorsey Road, and extending in a northwesterly direction approximately 337 feet to and including the last existing pole; and to be located extending from said line in a northwesterly direction, a distance of approximately 344 feet to the northwesternmost boundary line; thence along and adjacent to the said northwesternmost boundary line, over the above mentioned property, at such points as the proper extension of the service of said Company may require.

And the undersigned further grants and conveys to said Company the existing pole line as now located, including the loops free and clear of all liens, claims, and encumbrances.

Together with the right of access at all times to said pole line; the right to make extensions of said line over the above mentioned land to adjacent prop-



(H)

1957 FEB 1

*Map to and with plan a.  
3-8-57*

Appl. No. 127527 Parcel #1



**THIS DEED OF RIGHT OF WAY, M/A No. this 12th day of February** in the year one thousand nine hundred fifty-seven, by and between **INDIA CHANKS, Widow**, party of the first part and **BALTIMORE GAS AND ELECTRIC COMPANY**, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the second part.

**WITNESSETH**, that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors, licensees and assigns, a free and uninterrupted right of way, for the construction, operation and maintenance of underground gas mains, service pipes and appurtenances over the property of the party of the first part situated in the First Election District of Howard County, State of Maryland; said right of way being described as follows in accordance with a survey and plat prepared by Guy C. Sykes, Surveyor and Civil Engineer; which said plat entitled, "Plan Showing Right of Way acquired from John R. Shanks, First Election District, Howard County, Maryland", is attached hereto and made a part hereof:

**BEGINNING** for the same at a stone found at the end of the first or north 42 degrees 36 minutes west 17.25 perches line of a parcel of land heretofore conveyed by Frederick V. Baker, widower, to John R. Shanks and wife, by deed dated July 21, 1939 and recorded in Liber B.M. 77. No. 164 folio 131 etc., among the land records of Howard County; said parcel being more particularly described in a deed from Louise Y. Berry, widow, et al, to George Baker dated August 12, 1878 and recorded in Liber L.F.W. No. 39 folio 353 etc., among the land records of Howard County; and running thence with a part of the second line of said deed, as now surveyed, with courses referred to the true meridian, (1) north 1 degree 57 minutes east 136.37 feet to a concrete monument now planted; thence leaving said second line and bounding on a right of way now laid out, (2) south 19 degrees 14 minutes east 116.39 feet to a concrete monument now planted; thence, (3) south 42 degrees 40 minutes east 238.76 feet to the north boundary of the Baltimore-Washington Boulevard; thence with the north boundary, (4) north 47 degrees 04 minutes east 23.19 feet; thence leaving said north boundary and running, (5) south 48 degrees 11 minutes east 39.09 feet to the center of the Baltimore-Washington Boulevard; thence with the center thereof, (6) south 47 degrees 04 minutes west 38.21 feet; thence passing over a concrete monument now planted north 48 degrees 11 minutes west 39.09 feet from the center of the said Baltimore-Washington Boulevard, (7) north 48 degrees 11 minutes west 278.44 feet to the place of beginning. Containing 0.317 acres of land more or less.

**KNOWS** a part of the aforesaid parcel of land heretofore conveyed by Frederick V. Baker to John R. Shanks and India Chanks, his wife, by deed dated and recorded as aforesaid, the said John R. Shanks having since departed this life.

TOGETHER with the right to: (1) have access at all times, using existing roads so far as practicable, for the construction, operation and maintenance of the party of the second part's facilities; and (2) trim, cut down and remove all trees and brush on the right of way which might at any time, in the sole judgment of the party of the second part, be liable to interfere with or fall on any of the party of the second part's facilities.

It is understood and agreed that: (1) all openings and excavations shall be properly refilled and the property left in good and safe condition; and (2) the party of the first part may drive or use the land in the right of way in any manner which, in the sole judgment of the party of the second part, its successors and assigns will not interfere with the construction, operation and maintenance of the party of the second part's existing or proposed facilities, but shall not erect any buildings or structures within the right of way; and (3) any crops which may be damaged because of such operation and maintenance shall be paid for at prevailing market prices.

AND the said party of the first part hereby covenants that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the right of way hereby granted; that she will warrant specially the right of way hereby granted and conveyed, and she will execute such further assurances of the same as may be requisite.

WITNESS: the hand and seal of the within named Grantor:

WITNESS:

Walcott Anders      Media Shanks (SEAL)  
Walcott Anders      Media Shanks

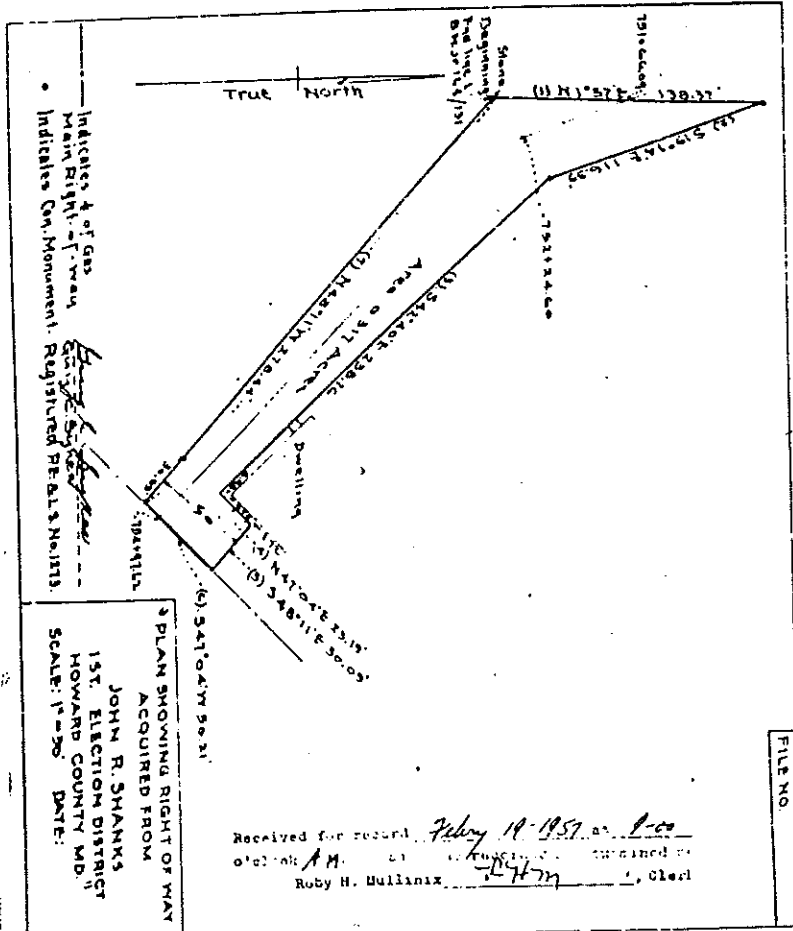
STATE OF MARYLAND, HOWARD COUNTY      TO WIT:

I HEREBY CERTIFY, that on this 12th day of February in the year one thousand nine hundred fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City personally appeared MEDIA SHANKS, Widow, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, and in my presence signed and sealed the same.

In witness whereof I hereunto set my hand and official seal.



Walcott Anders  
Walcott Anders - Notary Public  
My commission expires: May 5, 1957



Indicates 4 of Gas  
Main Right-of-Way  
Indicates Con. Monument. Registered P.E. 11313.

PLAN SHOWING RIGHT OF WAY  
ACQUIRED FROM  
JOHN R. SHANKS  
1ST. ELECTION DISTRICT  
HOWARD COUNTY MD.  
SCALE: 1"=20' DATE:

Received for record *Feb 11 1959* at *1-00*  
of *A.M.* at *147m* witnessed by  
Roby H. Mullinix *147m*, Clerk

FILE NO.



# TitleAmerica

February 14, 2002

Department of Public Works  
3430 Courthouse Drive  
Ellicott City, MD 21043

Attn: Tina Hackett, Chief  
Real Estate Services

Re: Project N-3918  
Troy Hill Park  
State Highway Property  
Our file 02-9569

Dear Ms Hackett;

In accordance with your request we have examined the title to the small triangular parcel of ground lying below parcel 186-b as shown on the plat of survey made by Jefferson Hobbs dated April 24, 2001 as shown in yellow on the attached copy.

This property is the remainder of a portion of the property conveyed by James Edward Roberts and wife to the State Highway Administration dated May 15, 1973 and recorded at CMP 649-377.


The property is subject to the following:

1. Right to well use in a deed dated February 8, 1936 and recorded in 153-541 from Elmore S. Clayton and wife to Elmore Clayton, Jr.
2. Right of Way from Elmore S. Clayton and wife to AT&T dated August 21, 1929 and recorded at HSK 137-109.
3. Lease dated April 4, 1930 and recorded at HSK 138-440 from Elmore S. Clayton and wife to Standard Oil of New Jersey.
4. Deed and Release from Timothy H. Smith, et al unto the State of Maryland dated September 7, 1949 and recorded at 212-481 (Dorsey Road).
5. Option between Edward J. Roberts and wife and Humble Oil and Refining Company dated August 2, 1960 and recorded at 359-84.
6. Lease from Edward J. Roberts and wife to Humble Oil and Refining Company dated December 18, 1961 and recorded at 379-754.
7. Pole line agreement between Edward James Roberts and wife to Baltimore Gas & Electric Company dated July 18, 1960 and recorded at 356-291.

Our title examination did not include running the grantor-grantee index in the Land Records nor did we run judgments against the State of Maryland.

Copies of the title chains and exceptions are enclosed for your use.

Very truly yours,  
TitleAmerica

  
John H. Ditto, Jr.

JHDJr:hs

FREDERICK W. BAKER

(A) DEED 20 acrs  
12-13-20  
HBN 111-365

dis - CHARLES A. THOMPSON n/w } 1/3<sup>th</sup>  
CAROLINE T. THOMPSON n/w }  
CHARLES ST. CLAIR THOMPSON n/w } 2/3<sup>th</sup>  
EMMA REBECCA THOMPSON n/w }

(B) DEED  
4-24-21 5.023 ac  
HBN 122-774

ELMORE S. CLAYTON  
MARIE K. CLAYTON n/w

(J) DEED OFF  
1.314 ac  
2-8-36  
B.M.J. 153-541  
ELMORE S. CLAYTON JR

(C) DEED  
2-8-36  
B.M.J. 153-539  
HEWLETT B. COY, TRUSTEE

(D) DEED  
6-5-44  
B.M.J. 152-39

ELMORE S. CLAYTON SR  
MARIE K. CLAYTON

(K) R/W  
6-21-29  
H.S.K. 137-109  
A.T.T.

(M) DEED 112 ac  
6-21-44  
B.M.J. 183-84

A.A.M. P. WOODRUFF CO. INC.

(L) LEASE  
4-4-30  
H.S.K. 138-440  
STANDARD OIL CO  
NEW JERSEY

(E) DEED  
6-5-44  
B.M.J. 182-40  
S.W. in R/W

HARRY G. CRANFORD  
DOROTHY M. CRANFORD n/w

(N) DEED  
10-13-44  
B.M.J. 183-86  
ELMORE S. CLAYTON SR

(F) DEED  
12-18-46 5.278 ac  
M.W. 194-110

HARRY T. SOWERS  
VIOLET V. SOWERS n/w

(P) DEED  
12-5-44  
B.M.J. 183-391

GEO. S. WHEELER  
Evelyn Wheeler n/w

(G) DEED  
2.400 ac  
11-17-59  
R.H.M. 36-535

JAMES LEWIS ROBERTS  
BORNADELLA ELIZABETH ROBERTS

(Q) DEED  
10-31-47  
M.W. 201-97

dis - TIMOTHY H. SMITH  
ROSETTA n/w etc

(S) DEED  
9-7-49  
M.W. 212-481

STATE OF ARIZONA  
OPTIM  
359-84  
LOOSE  
379-74  
HUMAN OIL  
OIL

(R) DEED  
10-7-55  
R.H.M. 273-328

(V) DEED  
7-18-60  
R.H.M. 356-291  
B.G.E.

(H) DEED  
5-15-13  
C.M.P. 649-377  
State Highway Com.

(A)

111-365

*Returned to Grant with original  
from 23rd 1921 per [unclear]*

FREDERICK W. BAKER and  
VIRGINIA BAKER, his wife,  
GIVEN TO  
CHARLES A. THOMPSON  
and others.

22.50 July  
Cancelled  
Revenue  
Stamps.

WITNESSETH, Made this 13th day of Dec-  
ember, in the year nineteen hundred and  
twenty, by Frederick W. Baker and Vir-  
ginia Baker, his wife, both of Howard  
County and the State of Maryland.

WITNESSETH, that in consideration of  
Five Dollars (\$5.00), and other valuable considerations, the said Frederick W. Baker  
and Virginia Baker, do grant and convey unto Charles A. Thompson and Caroline T.  
Thompson, his wife, and Charles St. Clair Thompson and Emma Rebecca Thompson, his  
wife, in the shares, and by the estates, hereinafter expressed, all that piece or  
parcel of ground, situate and lying in said Howard County, comprising part of that  
tract of land which by deed dated the 12th day of August, 1876, and recorded among  
the Land Records of said Howard County in Liber L. J. W. No. 39, folio 553 etc.,  
was granted and conveyed by Louisa Y. Berry and John B. N. Berry to George Baker,  
and which said part hereby intended to be conveyed, is, according to a survey made  
by John T. R. R. Carroll on the 11th day of November, 1920, more particularly de-  
scribed as follows, that is to say: BEGINNING for the same at a stone set at the  
end of said deed from Berry to Baker (said stone is on the South side of a private  
road used in common, and four feet North of a cedar tree); thence running with the  
remainder of said third line, (1) North seventy and one-quarter degrees East twelve  
and one-half perches, to the end of said line; thence still with the outline of  
said deed, and beginning on the South and West sides of said private road, (2)  
North seventy four and one-quarter degrees East eight perches; (3) South seventy  
five and one-quarter degrees East ten perches; (4) South sixty one degrees East  
six perches; (5) South thirty five degrees East fourteen perches; (6) South seventy  
five degrees East eight and three-quarters perches, to the point where the poplar  
tree stood; thence still with the same bearing, (7) South seventy five degrees East  
one-half of a perch, to the end of the second line of a deed from Anthony M. Johnson  
to Theodore Tubman, made in the year 1857; thence reversely with a part of said  
line, (8) South fifteen and one-quarter degrees East thirty one perches and twenty-  
two links, to the centre of the branch, and to the Northeast corner of that lot  
which by deed dated the 9th day of February, 1915, and recorded among said Land  
Records in Liber M.F.L.C. No. 98, folio 492 etc., was granted and conveyed by the  
said Frederick W. Baker and others to Charles T. Horton and Kate Horton, his wife;  
thence reversely with the fourth, third and second lines of said deed, (9) South  
seventy four degrees twenty minutes West two hundred and seventy four feet to the  
Black Oak tree on the South bank of said branch heretofore bounded; thence (10)  
South fifteen degrees twelve minutes East three hundred and nine feet, to the double  
Ash tree; thence (11) South thirty two degrees eleven minutes East two hundred and

fifty eight feet, to the centre of the culvert on the Boulevard, and to intersect the eighty perches line of the above named deed from Berry to Baker; thence with a part of said line, and bounding on the centre of the Boulevard, (12) South fifty three degrees thirty five minutes West thirty six and one-half perches, to a point in the centre of said boulevard, opposite a stone set on the North side of said boulevard; thence (13) North twelve and three-quarters degrees West one hundred and six and one-quarter perches, to the place of beginning; containing and now laid out for twenty two acres of land, more or less.

George Baker, the grantee in the above mentioned deed from Louisa Y. Berry and John B. N. Berry, died intestate, seized of the above described land, and leaving Louisa Boucher, a daughter, the said Frederick W. Baker, a son, and Caroline L. Baker, his widow, surviving him, and by deed dated the 29th day of August, 1900, and recorded among said Land Records of Howard County in Liber J. H. O. No. 72, folio 371 etc., the said Louisa Boucher and William Boucher, her husband, and Caroline L. Baker, conveyed all their right, title and interest in and to said land, to the said Frederick W. Baker and Virginia Baker, his wife.

TOGETHER with the buildings and improvements thereon, and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Charles A. Thompson and Caroline T. Thompson, his wife, and Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, in the shares, and by the estates, following, that is to say, one equal undivided third part to the said Charles A. Thompson and Caroline T. Thompson, his wife, as tenants by the entireties, and two equal undivided third parts to the said Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, as tenants by the entireties.

AND the said Frederick W. Baker and Virginia Baker covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

AS WITNESS THEIR HANDS AND SEALS, the day and year first above written.

TEST:	Frederick W. Baker	(SEAL)
	Mary E. T. Sanner.	Virginia Baker
		(SEAL)

STATE OF MARYLAND, HOWARD COUNTY, Set.:

I HEREBY CERTIFY, That on this 13th day of December, 1920, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared Frederick W. Baker and Virginia Baker, his wife, and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.  
(SEAL'S PLACE)

Mary E. T. Sanner  
Notary Public:

Received for Record 1<sup>st</sup> Dec 1920 at 11-40 o'clock A. M. Same day recorded and examined per.

Hart-B. J. B. Clerk.



(B)

122  
474

Elmore S. Clayton and wife.

TO HAVE AND TO HOLD, the aforesaid lot of ground and premises, unto and to the use of the said parties of the second part, their heirs and assigns, free, clear and discharged from the legal operation and effect of said mortgage, the said party of the first part hereto retaining the lien of its said mortgage on all that property described in said mortgage, not hereby released.

WITNESS, the signature of the said The Maryland, Virginia Joint Stock Land Bank of Baltimore, by the hand of Sifford Pearre its Vice President, and its corporate seal hereto affixed, attested by its Secretary.

(CORPORATE SEAL)

THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK  
OF BALTIMORE,

ATTEST:

Wm. A. Owings,  
Secretary.

By, Sifford Pearre  
Vice-President.

WITNESS:  
Alice K. Scanlan

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of April, in the year one thousand, nine hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Sifford Pearre the Vice President of The Maryland-Virginia Joint Stock Land Bank of Baltimore, the within named releasor, and he acknowledged the foregoing Partial Release of Mortgage to be the act of the said body corporate.

AS WITNESS, my hand and Notarial Seal.

(SEAL'S PLACE)

Alice K. Scanlan  
Notary Public.

Received for record 27 Apr. 1925 at 3:50 o'clock P. M. Same day recorded and examined per

Harold B. Holl, Clerk.

122-474

Added to Tax to Redemption  
7 Oct 1925 (See Ticket)

<p>122/474 CAROLINE T. THOMPSON, ET AL, DEED TO ELMORE S. CLAYTON, AND WIFE.</p>	<p>\$3.00 Duly Canceled Revenue Stamps.</p>	<p>THIS DEED, Made this 24th day of April, in the year one thousand nine hundred and twenty- five, by and between CAROLINE T.</p>
--	---	---

THOMPSON, Widow, and CHARLES St. CLAIR THOMPSON and EMMA REBECCA THOMPSON, his wife, of Howard County, in the State of Maryland, parties of the first part, and ELMORE S. CLAYTON and MARIE K. CLAYTON, his wife, of the aforesaid County and State, parties of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said ELMORE S. CLAYTON and MARIE K. CLAYTON, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her, heirs and assigns, in fee simple, all that lot of ground situate in First Election District of Howard County, in the State of Maryland, and described as follows, that is to say:

BEGINNING, - for the same at a point in the centre of the Baltimore and Washington Boulevard, said point of beginning, being intended to be at the end of the eleventh line of the whole tract of land which by Deed dated December 13th, 1920, and recorded among the Land Records of Howard County in Liber H. B. N. No. 111, folio 365, was granted and conveyed by Frederick W. Baker and wife to Charles A. Thompson, et al, thence reversely along the said eleventh line as now run north thirty degrees west two hundred and fifty-eight feet to an Ash Tree, (called in the aforesaid Deed to Thompson et al, a double Ash Tree), thence reversely along the tenth line of said whole tract of land above referred to, as now run north thirteen degrees west three hundred and nine feet to Black Oak Tree standing on the south bank of a branch, thence south sixty-eight degrees forty minutes west two hundred and sixty-five feet thence north fifty-six degrees twenty-five minutes west one hundred and sixty-seven feet, thence south eighty-eight degrees fifteen minutes west one hundred feet to a stone situate in the Thirteenth line of the whole tract of land described in the above referred Deed from Baker to Thompson et al thence reversely along the thirteenth line as now run south ten degrees thirty-five minutes east nine hundred and five feet to the centre of the Baltimore and Washington Boulevard thence along the centre of said Baltimore and Washington Boulevard as now run north fifty-five degrees twenty-five minutes east six hundred and two and two-tenths feet to the place of beginning. Containing eight and twenty-three one-thousandths acres of land, more or less.

BEING, - a portion of the tract of land which by Deed dated December 13th, 1920 and recorded among the Land Records of Howard County in Liber H. B. N. No. 111, folio 365, was granted and conveyed by Frederick W. Baker and wife, to Charles A. Thompson and Caroline T. Thompson his wife, Charles St. Clair Thompson and Emma Rebecca Thompson, his wife. The said Charles A. Thompson having since departed this life.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto and to the use of the said Elmore S. Clayton and Marie K. Clayton, his wife as tenants by the

entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said Grantors, hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that they will warrant specially the property hereby granted and conveyed, and they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS: Caroline T. Thompson (SEAL)  
 Harry Kussmaul Charles St. Clair Thompson (SEAL)  
 Emma Rebecca Thompson (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of April, in the year one thousand nine hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, and they acknowledged the foregoing Deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.  
 (SEAL'S PLACE) Harry Kussmaul  
 Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 24th day of April, in the year one thousand nine hundred and twenty-five, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Caroline T. Thompson, widow, and she acknowledged the foregoing Deed to her act, and in my presence signed the same.

AS WITNESS, my hand and notarial seal.

Harry Kussmaul (SEAL'S PLACE)  
 Notary Public.

Received for record 27<sup>th</sup> Apr. 1925 at 3:50 o'clock P. M. Same day recorded and  
 and examined per

Wm. B. Hall, Clerk.

(C)

153 539

*Rec'd in Deed  
for Elmore S. Clayton  
for Elmore S. Clayton  
for Elmore S. Clayton*

ELMORE S. CLAYTON and  
MARIE K. CLAYTON,  
his wife,

DEED TO

HEWLETT B. COX,  
trustee.

THIS DEED, Made this 8th day of February, in the year one thousand nine hundred and thirty-six, by and between Elmore S. Clayton, of Howard County, Maryland, and Marie K. Clayton, his wife, of Anne Arundel County, Maryland, of the first part, and Hewlett B. Cox, Trustee, as hereinafter set forth, of the City of Baltimore, State of

Maryland, party of the second part.

WITNESSETH, That in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Elmore S. Clayton and Marie K. Clayton, his wife, do grant and convey unto the said Hewlett B. Cox, in trust and confidence, however, and to his successor or successors in said trust, in trust and confidence, however, for the trust and uses hereinafter set forth, all that lot of ground and premises situate in the County of Howard, State of Maryland aforesaid, and described as follows, that is to:

BEGINNING for the same at a point on the northwest side of The Baltimore and Washington Boulevard South 55 degrees West 597 feet from the center of a concrete culvert at the end of a division line between the Clayton and Horton properties; thence North 10 degrees 39 minutes West 857 feet to an iron pin; thence North 88 degrees 15 minutes East 96 feet to an iron pin; thence south 56 degrees 25 minutes East 121 feet to an iron pin; thence North 79 degrees 55 minutes East 77 feet to an iron pin; thence north 47 1/2 degrees east 67 feet to an iron pin; thence North 82 degrees East 162 feet to a black oak tree; thence South 13 degrees East 309 feet to an ash tree; thence south 30 degrees east 228 feet to the concrete culvert theretofore described; thence South 54 degrees 50 minutes West 597 feet along the north-west side of the Baltimore and Washington Boulevard to the point of beginning, containing in all 7.645 acres more or less, subtracting that lot conveyed to Elmore S. Clayton, Jr.

BEING the same lot of ground described in a deed from Caroline S. Thompson and Charles St. Claire Thompson and wife, to the said grantors, dated April 24, 1925, and recorded among the Land Records of said Howard County in Liber H. B. H. 122, subtracting therefrom that lot conveyed to Elmore S. Clayton, Jr. folio 474 et cetera.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises unto and to the use of the said Hewlett B. Cox, Trustee and his successor or successors in said trust, in trust and confidence, however, for the following uses and purposes, to wit:

To manage said property; to collect the rents and incomes thereof, to pay all proper expenses thereon and to annually divide the net income thereof between

the said Elmore S. Clayton and Marie K. Clayton, his wife, in equal proportions, and not into the hands of any other person or persons claiming by, through or under, him or her or them, so that his or her receipt, respectively, alone, shall be a full acquittance for the proceeds so unto them respectively paid; and upon the death of either, to pay the net income unto the survivor of them, to be paid as aforesaid. With power in said Trustee and his successor or successors, to sell, exchange, lease, convey, mortgage, or otherwise dispose of said property in his discretion, without application to any Court or Judicature whatsoever; the purchaser not to be bound to look to the application of the purchase money; and, upon the sale of said property to divide the net proceeds of said sale equally between and among Elmore S. Clayton and Marie K. Clayton, his wife, and the survivor of them, and to pay unto the hands of them, respectively, alone, and not into the hands of any person or persons claiming by, through, or under, him, her, or them, so that his or her receipt, respectively, alone, shall be a full acquittance for the said proceeds of said sale so unto them respectively paid, and thereupon, said trust shall cease.

AND this Deed further witnesseth, that in the event of the death of the said Hewlett B. Cox, Trustee as aforesaid, prior to the termination of the trust hereby imposed upon him, the said David L. Elliott shall be and he is hereby appointed Trustee in the stead and place of the said Hewlett B. Cox with all the powers, rights, and duties hereby granted and imposed upon the said Hewlett B. Cox in relation to the property hereby conveyed.

AND this Deed further witnesseth that in the event of the death of either of said grantors prior to the termination of the trust hereinbefore created, the survivor is to hold the property herein conveyed, in his own right, free, clear and discharged of said trust; and thereupon said trust shall cease. Said Hewlett B. Cox, Trustee as aforesaid and his successor or successors, to have and to hold the said described lot of ground and premises in fee simple absolutely and forever subject, however, to the existing mortgage.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, so encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS THE HANDS and seals of said grantors.

TEST: Helen K. Welden. Elmore S. Clayton, Sr. (SEAL).  
Marie K. Clayton. (SEAL).

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of February, in the year one thousand nine hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, but acting for Howard and Anne Arundel Counties, personally appeared Elmore S. Clayton and Marie K. Clayton, his wife, and they acknowledged the foregoing Deed to be

(D)

182- 39

FOR VALUE RECEIVED, The Central Bank of Howard County, Maryland, a body corporate, hereby releases the within mortgage.

AS WITNESS ITS CORPORATE SEAL attested by its Cashier, and the Signature of Arthur K. Pickett, its Vice-President, this 22 day of Aug. 1946.

Test:	CENTRAL BANK OF HOWARD COUNTY, MARYLAND, a body corporate
Lucy L. Bossler	
Attest:	By: Arthur K. Pickett Vice President
Evens Ashmore Cashier	(Corporate Seal's Place)

Release filed for record August 24, 1946. Same day recorded and examined per.

Benj Miller, J  
Clerk.

HEWLETT B. COX, Trustee,  
DEED TO  
ELMORE S. CLAYTON, SENIOR  
and MARIE K. CLAYTON

THIS DEED, Made this 8th day of June, in the year nineteen hundred and forty-four, by Hewlett B. Cox, trustee as hereinafter set forth, of Baltimore City, in the State of Maryland.

WHEREAS, by deed and agreement dated the 8th day of February, 1936, and recorded among the Land Records of Howard County in Liber B. M., Jr., No. 153, Folio 539, etc., Elmore S. Clayton, Senior, therein called Elmore S. Clayton, and Marie K. Clayton, then his wife, did convey unto the said Hewlett B. Cox, upon certain trusts, the land hereinafter more particularly described; and,

WHEREAS, by said deed of trust and agreement, the said Hewlett B. Cox, trustee, was authorized and empowered to sell, exchange, lease, convey, mortgage, or otherwise dispose of said property in his discretion, without application to any Court of Judicature whatsoever; and,

WHEREAS, it is the desire of the parties to said deed of trust to terminate said trust and to that end these presents are executed.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and the sum of one dollar, the said Hewlett B. Cox, trustee as aforesaid, in pursuance of the power and authority conferred upon him by the aforesaid deed of trust and agreement, does hereby grant and convey unto the said Elmore S. Clayton, Senior and Marie K. Clayton, in fee simple, all that piece or parcel of land situate and lying on the Baltimore and Washington

said Howard County which, by the deed of trust and agreement dated and recorded as aforesaid, was granted and conveyed by the said Elmore S. Clayton Senior, therein called Elmore S. Clayton, and Marie K. Clayton to the said Hewlett B. Cox, trustee, and therein more particularly described and referred to.

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Elmore S. Clayton, Senior, and Marie K. Clayton in the same manner as if said deed of trust and agreement had never been executed and free, clear, and discharged of the operation and effect of said deed of trust and agreement.

AS WITNESS the hand and seal of the said Hewlett B. Cox, trustee, the day and year first herelabefore mentioned.

Test: Hewlett B. Cox, trustee (SEAL)  
Jeanna Callahan

STATE OF MARYLAND, BALTIMORE CITY, Not.:

I HEREBY CERTIFY, That on this 8th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Baltimore City aforesaid, personally appeared Hewlett B. Cox, and acknowledged the foregoing deed to be his act as trustee as therein set forth.

AS WITNESS MY HAND AND NOTARIAL SEAL.  
(SEAL'S PLACE) Sol C. Berenholtz, Notary Public.

Received for record 23rd June 1944 at 2:50 o'clock P. M. Same day recorded and examined per,

*George Miller, Jr.*  
CLERK

*Delivered 12/17/44 to Harry B. Crawford, Jr. Clerk*

ELMORE S. CLAYTON, SENIOR, and MABEL REIMSNIER CLAYTON, his wf., MARIE K. CLAYTON, divorced and unmarried, and HANK P. WOODALL, unmarried.	\$4.95 Duly Canceled Revenue Stamps	\$4.30 Recordation Tax Stamps
HELD TO HARRY G. CRAWFORD and DOBOTHY M. CRAWFORD, his wife		

THIS DEED, Made this 21st day of June, in the year nineteen hundred and forty-four, by Elmore S. Clayton, Senior, and Mabel Reimsnider Clayton, his wife, both of Howard County, in the State of Maryland, Marie K. Clayton, divorced and unmarried, of Baltimore City, in the State of Maryland, and Hank P. Woodall, unmarried, of Howard County, in the State of Maryland.

WHEREAS, by deed dated April 24, 1925, and recorded among the Land Records of Howard County; in Liber H. S. M. No. 122, Folio 474, etc., Caroline T. Thompson, and others, conveyed unto the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and the said Marie K. Clayton, his then wife, as tenants by the entireties, in fee simple, a tract of land therein more particularly described and

182-  
40

(E)

said Howard County which, by the deed of trust and agreement dated and recorded as aforesaid, was granted and conveyed by the said Elmore S. Clayton Senior, therein called Elmore S. Clayton, and Marie K. Clayton to the said Hewlett B. Cox, trustee, and therein more particularly described and referred to.

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Elmore S. Clayton, Senior, and Marie K. Clayton in the same manner as if said deed of trust and agreement had never been executed and free, clear, and discharged of the operation and effect of said deed of trust and agreement.

AS WITNESS the hand and seal of the said Hewlett B. Cox, trustee, the day and year first hereinbefore mentioned.

Test:

Hewlett B. Cox, trustee (SEAL)

Jeanne Callehan

STATE MARYLAND, BALTIMORE CITY, Not.:

I HEREBY CERTIFY, That on this 8th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Baltimore City aforesaid, personally appeared Hewlett B. Cox, and acknowledged the aforesaid deed to be his act as trustee as therein set forth.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Soi C. Berenholtz, Notary Public.

Received for record 23rd June 1944 at 2:50 o'clock P. M. Same day recorded and examined per,

*Wm. Miller Jr.*  
CLERK

*Followed 14/7/44 to  
Henry S. Crawford's List*

ELMORE S. CLAYTON, SENIOR, and  
MABEL REISMIDDER CLAYTON, his wf.,  
MARIE K. CLAYTON, divorced and  
unmarried, and HENRY S. WOODALL,  
unmarried.  
DEED TO  
HARRY S. CRAWFORD and  
DOROTHEA M. CRAWFORD, his wife

\$4.95 Duly	\$4.30 Recordation
Cancelled	Tax
Revenue	Stamps
Stamps	

THIS DEED, Made this 21st day of June, to the year nineteen hundred and forty-four, by Elmore S. Clayton, Senior, and Mabel Reismidder Clayton, his wife, both of Howard County, in the State of Maryland, Marie K. Clayton, divorced and unmarried, of Baltimore City, in the State of Maryland, and Henry S. Woodall, unmarried, of Howard County, in the State of Maryland.

WHEREAS, by deed dated April 24, 1925, and recorded among the Land Records of Howard County, in Liber H. S. N. No. 122, Folio 474, etc., Caroline T. Thompson, and others, conveyed unto the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and the said Marie K. Clayton, his then wife, as tenants by the entireties, in fee simple, a tract of land therein more particularly described and



referred to as containing eight and twenty-three one-thousandths acres of land, more or less, of which the land hereinafter described, and by this deed intended to be conveyed, is a part; and,

WHEREAS, by a Decree of the Circuit Court No. 2, of Baltimore City, in the State of Maryland, the said Marie K. Clayton was divorced a vinculo matrimonii from the said Elmore S. Clayton, Senior, on the 11th day of October, 1939, and the said Elmore S. Clayton, Senior has since intermarried with the said Mabel Reimsnyder Clayton, but the said Marie K. Clayton has not since remarried; and,

WHEREAS, the said Hemo P. Woodall is the contract purchaser of the land conveyed by Thompson to Clayton, as aforesaid, and is willing to release the land hereinafter described from the operation and effect of his contract of sale, as is evidenced by his signature herein.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of five dollars and other valuable considerations, the said Elmore S. Clayton, Senior, and Mabel Reimsnyder Clayton, his wife, the said Marie K. Clayton, and the said Hemo P. Woodall do grant and convey unto Harry G. Crawford and Dorothy M. Crawford, his wife, their assigns, and to the survivor of them, his or her heirs and assigns, as tenants by the entirety, in fee simple, all that piece or parcel of land situate and lying in the First Election District of said Howard County which, according to a survey made by J. Raymond Curtis, Civil Engineer and Surveyor, in February, 1944, is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pin in the first line of that land which, by deed dated February 8, 1936, and recorded among said Land Records in Liber B. M. Jr., No. 153, Folio 539, etc., was granted and conveyed by the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and Marie K. Clayton to Hewlett B. Cox, trustee, and at the distance of two hundred forty-three feet from the beginning thereof, and running thence with and binding on the remainder of said first line, (1) North ten degrees thirty-five minutes West six hundred fourteen feet, to the end thereof, thence running with and binding on the second, third, fourth, fifth, sixth, seventh, and part of the eighth lines of said land the seven following courses and distances, namely: (2) North eighty-eight degrees fifteen minutes East ninety-six feet, (3) South fifty-six degrees twenty-five minutes East one hundred twenty-one feet, (4) North seventy-nine degrees fifty-five minutes East seventy-seven feet, (5) North forty-seven degrees thirty minutes East sixty-seven feet, (6) North eighty-two degrees East one hundred sixty-two feet, (7) South thirteen degrees East three hundred nine feet, and (8) South thirty degrees East eighty-four and six-tenths feet, thence running the following new course and distance, namely: (9) South sixty-four degrees fifty minutes West five hundred twenty-one and five-tenths feet, to the place of beginning, containing five and two hundred fifty-eight one-thousandths acres of land, more or less.

BEING a part of that land which, by the deed dated and recorded as aforesaid, was granted and conveyed by the said Caroline T. Thompson, and others, to the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and Marie K. Clayton, his then wife, as tenants by the entirety, in fee simple.

(For further title see the deed dated and recorded as aforesaid from the said

Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and the said Marie K. Clayton to Hewlett B. Cox, trustee, and the deed dated the 8th day of June, 1944, and intended to be recorded among the Land Records of said Howard County immediately prior to the recording of these presents, from the said Hewlett B. Cox, trustee, to the said Elmore S. Clayton, Senior, and Marie K. Clayton.)

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining; and especially a right-of-way fifteen feet wide hereby granted by the said Elmore S. Clayton, Senior, Mabel Reinsneider Clayton, <sup>Marie K. Clayton</sup> and Hiram P. Woodall, to the said Harry G. Crawford and Dorothy M. Crawford, their assigns, and the survivor of the, his or her heirs and assigns, and the owners and occupiers for the time being of the property hereby conveyed, and as an easement appurtenant thereto, and more particularly described as follows, that is to say:

BEGINNING for the same at a point in the ninth, or last, line of the parcel above described, North sixty-four degrees fifty minutes East twenty-five and eight-tenths feet from an iron pin in said line, said iron pin being North sixty-four degrees fifty minutes East one hundred six and five-tenths feet from the end of said line, thence running the following new course and distance, namely: (1) South thirty degrees forty-four minutes East two hundred three and seventy-one one-hundredths feet, to the Northern boundary of the Baltimore and Washington Boulevard, thence running with and binding on the Northern boundary of said Boulevard, (2) South fifty-four degrees fifty minutes West fifteen feet, thence leaving said Boulevard and running the following new course and distance, parallel to the line first above described (3) North thirty degrees forty-four minutes West two hundred six and twenty-eight one-hundredths feet, to a point North sixty-four degrees fifty minutes East ten and eight-tenths feet, from the aforesaid iron pin, and thence running reversely with and binding on said ninth, or last, line of the above described parcel of land, (4) North sixty-four degrees fifty minutes East fifteen feet, to the place of beginning.

THIS right-of-way is to be an easement for the benefit of the property by this deed conveyed and to enable the said Harry G. Crawford and Dorothy M. Crawford, and the owners and occupiers for the time being of the property above described, or any part thereof, and the servants, licensees, and invitees of the said Harry G. Crawford and Dorothy M. Crawford, and the owners and occupiers of the lot above described, or any part thereof, to pass and re-pass, at their pleasure, with horses, wagons, automobiles, and all other kinds of vehicles, or on foot, between the Baltimore and Washington Boulevards and the property hereby conveyed.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Harry G. Crawford and Dorothy M. Crawford, their assigns, and to the survivor of them, his or her heirs and assigns, as tenants by the entirety, forever in fee simple, together with the right-of-way above described.

AND the said Elmore S. Clayton, Senior, Mabel Reinsneider Clayton, Marie K. Clayton, and Hiram P. Woodall covenant that they will warrant specially the property hereby conveyed and that they will execute such further and assent as of said land as might be requisite.

AS WITNESS their hands and seals the day and year first hereinbefore written.

Test:  
Meris F. Myers

Elmore S. Clay, a. Senior (SEAL)  
Mabel Reinsnyder Clayton (SEAL)  
Merie K. Clayton (SEAL)  
Heno P. Woodell (SEAL)

STATE OF MARYLAND, HOWARD COUNTY, Sec.:

I HEREBY CERTIFY, That on this 21st day of June, 1944, before me, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Howard County aforesaid, personally appeared Elmore S. Clayton, Senior, and Mabel Reinsnyder Clayton, his wife, Merie K. Clayton and Heno P. Woodell and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.  
(SEAL'S PLACE)

Meris F. Myers, Notary Public

Received for record 23<sup>rd</sup> June 1944 at 2:50 o'clock P. M. Same day recorded and examined per,

*Benj. Wells, Jr.* CLERK

*Mabel F. Clayton  
3/17/45 - B. 7-2000*

HARRY G. CRAWFORD and  
DOROTHY M. CRAWFORD, HIS wife,

MORTGAGE TO

THE LAUREL BUILDING ASSOCIATION  
OF PRINCE GEORGE'S COUNTY

This purchase money mortgage, Made this day of June, in the year one thousand nine hundred and forty-four by Harry G. Crawford and Dorothy M. Crawford, his wife, Mortgagees, and The Laurel Building Association

of Prince George's County, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

WHEREAS, The said Harry G. Crawford and Dorothy M. Crawford, his wife, being members of The Laurel Building Association of Prince George's County, aforesaid, and as such members sharing and participating in the profits of said body corporate, have received therefrom an advance of Thirty-five Hundred Dollars (\$3500.00), on the Thirty-five (35) shares of stock held and owned by the said Mortgagees in their own right, being the par value of the same, at its maturity, said \$3500.00 to be for a portion of the purchase price of the hereinafter described property.

AND WHEREAS, It has been agreed by and between Mortgagees and Mortgagee that the payment of dues, interest, premiums and taxes, as hereinafter mentioned, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage, on the property hereinafter described, wherefore this Mortgage is executed, the same being a condition precedent to said advance.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and one dollar (\$1.00) the said Harry G. Crawford and Dorothy M. Crawford, his wife, do grant and convey unto The Laurel Building Association of Prince George's County

194--

550

(F)

*18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100*

HARRY G. CRAWFORD and DOROTHY M. CRAWFORD, his wife. 194/550	\$9.90 Duly Cancelled	\$8.80 Recordation
DEED TO	Revenue	Tax
HARRY T. SOWERS and VIOLA V. SOWERS, his wife.	Stamps.	Stamps.

THIS DEED, Made this 18th day of December, in the year nineteen hundred and forty-six, by Harry G. Crawford and Dorothy M. Crawford, his wife, both of Howard County, in the State of Maryland.

WITNESSETH That in consideration of Five (\$5.00) Dollars and other valuable considerations the said Harry G. Crawford and Dorothy M. Crawford, his wife, do grant and convey unto Harry T. Sowers and Viola V. Sowers, his wife, as tenants by the entirety, and the survivor of them, their heirs and assigns, in fee simple, all that piece or parcel of land situate and lying in the First Election District of said Howard County which, according to a survey made by J. Raymond Curtis, Civil Engineer and Surveyor, in February, 1944, is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pin in the first line of that land which, by deed dated February 3, 1936, and recorded among said Land Records in Liber B.M. Jr., No. 153, folio 339, etc., was granted and conveyed by the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton and Marie A. Clayton to Hewlett B. Cox, trustee, and at the distance of two hundred forty-three (243) feet from the beginning thereof, and running thence with and binding on the remainder of said first line, (1) North ten (10) degrees thirty-five (35) minutes West six hundred fourteen (614) feet, to the end thereof, thence running with and binding on the second, third, fourth, fifth, sixth, seventh, and part of the eighth lines of said land the seven following courses and distances, namely: (2) North eighty-eight (88) degrees fifteen (15) minutes East ninety-six (96) feet, (3) South fifty-six (56) degrees twenty-five (25) minutes East one hundred twenty-one (121) feet, (4) North seventy-nine (79) degrees fifty-five (55) minutes East seventy-seven (77) feet, (5) North forty-seven (47) degrees thirty (30) minutes East sixty-seven (67) feet, (6) North eighty-two (82) degrees East one hundred sixty-two (162) feet, (7) South thirteen (13) degrees

East three hundred nine (309) feet, and (2) South thirty (30) degrees East eighty-four and six-tenths (84.6) feet, thence running the following new course and distance, namely: (9) South sixty-four (64) degrees fifty (50) minutes East five hundred twenty-one and five-tenths (521.5) feet, to the place of beginning, containing five and two hundred fifty-eight one-thousandths acres of land, more or less.

BEING all and the same piece or parcel of ground which by Deed dated the 21st day of June, 1944, and recorded among the Land Records of said Howard County in Liber B.M. 311, No. 162, folio 40, etc., was granted and conveyed by Elmore S. Clayton, Senior, and Label Reimannier Clayton, his wife, Marie K. Clayton, divorced and unmarried, and Memo P. Woodall, unmarried, to the said Harry G. Crawford and Dorothy K. Crawford, his wife.

TOGETHER with the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining; and especially a right-of-way fifteen (15) feet wide, as particularly mentioned in the Deed from the said Elmore S. Clayton, Senior, and others, to the said Harry G. Crawford and Dorothy K. Crawford, their assigns, and the survivor of them, his or her heirs and assigns, which said Deed is dated and recorded as aforesaid, and as an easement appurtenant thereto, and which is more particularly described as follows, that is to say:

BEGINNING for the start at a point in the ninth, or last, line of the parcel above described, North sixty-four (64) degrees fifty (50) minutes East twenty-five and eight-tenths (25.8) feet from an iron pin in said line, said iron pin being North sixty-four (64) degrees fifty (50) minutes East one hundred six and five-tenths (106.5) feet from the end of said line, thence running the following new course and distance, namely: (1) South thirty (30) degrees forty-four (44) minutes East two hundred three and seventy-one one-hundredths (203.71) feet, to the Northern boundary of the Baltimore and Washington Boulevard, thence running with and binding on the northern boundary of said Boulevard (2) South fifty-four (54) degrees fifty (50) minutes West fifteen (15) feet, thence leaving said Boulevard and running the following new course and distance, parallel to the line first above described (3) North thirty (30) degrees forty-four (44) minutes West two hundred six and twenty eight one-hundredths (206.28) feet, to a point North sixty four (64) degrees fifty (50) minutes East ten and eight-tenths (10.8) feet, from the aforesaid iron pin, and thence running reversely with and binding on said ninth, or last, line of the above described parcel of land, (4) North sixty-four (64) degrees fifty (50) minutes East fifteen (15) feet, to the place of beginning.

THIS right-of-way is to be an easement for the benefit of the property by this deed conveyed and to enable the said Harry G. Towers and Viola V. Towers, and the owners and occupiers for the time being of the property above described, or any part thereof, and the servants, tenants, and invitees of the said Harry G. Towers and Viola V. Towers, and the owners and occupiers of the lot above described, or any part thereof, to pass and re-pass, at their pleasure, with

horses, wagons, automobiles, and all other kinds of vehicles, or on foot, between the Baltimore and Washington Boulevard and the property hereby conveyed.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Harry T. Sowers and Viola V. Sowers, as tenants by the entireties, and the survivor of them, their heirs and assigns, in fee simple, together with the right-of-way above described.

AND the said Harry G. Crawford and Dorothy M. Crawford covenant that they will warrant specially the land and premises hereby conveyed and will execute such further assurances of said land as may be requisite.

AS WITNES OUR HANDS AND SEALS the day and year first above written.

TEST:

Cellius L. Brown

Harry G. Crawford (SEAL)

Dorothy M. Crawford (SEAL)

STATE OF MARYLAND, CARROLL COUNTY, Not.:

I HEREBY CERTIFY, That on this 18th day of December, 1946, before me, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Carroll County aforesaid, personally appeared Harry G. Crawford and Dorothy M. Crawford, his wife, and each acknowledged the foregoing Deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Cellius L. Brown  
Notary Public.

Received for record 21<sup>st</sup> December 1946, at 11:55 o'clock A.M. Same day recorded and examined per,

*Milton W. Barclay*  
CLERK.

BY HARRY T. SOWERS

HARRY T. SOWERS and  
VIOLA V. SOWERS, his wife.

PURCHASE MONEY  
MORTGAGE TO

SYKESVILLE STATE BANK and  
WOODBINE NATIONAL BANK,  
Bodies corporate.

THIS PURCHASE MONEY MORTGAGE,

Made this 18th day of December, in the year nineteen hundred and forty-six, by Harry T. Sowers and Viola V. Sowers, his wife, Mortgagors of Howard County, in the State of Maryland, of the first part, and

the Sykesville State Bank, a body corporate, duly incorporated under the Banking Laws of the State of Maryland and the Woodbine National Bank, a body corporate, duly organized under the Banking Laws of the United States, Mortgagees, of the second part.

6

343-530

*Mailed to Howard Co. 11/27/39  
657 per work book  
exchange in 1940*

THIS DEED, Made this 27<sup>th</sup> day of November, 1939,  
by HARRY T. SOWERS and VIOLA V. SOWERS, his wife, both of  
Howard County, in the State of Maryland.

WITNESSETH, That in consideration of the sum of  
Five Dollars (\$5.00) and other valuable considerations, the said  
HARRY T. SOWERS and VIOLA V. SOWERS, his wife, do hereby grant  
and convey unto JAMES EDWARD ROBERTS and BERNADETTE ELIZABETH  
ROBERTS, his wife, all that piece or parcel of land situate and  
lying in the First Election District of Howard County, and which  
according to a survey made by Purdum and Jeschke, Registered  
Engineers and Land Surveyors, on October 22, 1939, is more  
particularly described as follows:

BEGINNING for the same at an iron pipe at the  
beginning of the seventh or South 13 degrees East 309 feet line  
of a parcel of land which by deed dated December 18, 1940 and  
recorded among the Land Records of Howard County, Maryland, in Liber  
194 at folio 550 was granted and conveyed by Harry G. Crawford  
and Dorothy N. Crawford, his wife, to Harry T. Sowers and Viola V.  
Sowers, his wife, and running thence with the seventh, eighth and  
part of the ninth lines of parcel of land described in the above  
mentioned deed South 12 degrees 50 minutes 50 seconds East 309.00  
feet to an iron pipe, South 29 degrees 39 minutes 17 seconds East  
84.60 feet to an iron pipe and South 63 degrees 52 minutes 30  
seconds West 251.65 feet to an iron pipe, thence for a new line of  
division as now drawn North 18 degrees 05 minutes 14 seconds West  
439.86 feet to an iron pipe on the fourth line of the parcel of  
land described in the deed above 38.82 feet from the beginning  
thereof, thence binding on part of the fourth line and all of the  
fifth and sixth lines of the parcel of land described in deed  
above North 81 degrees 51 minutes 10 seconds East 38.81 feet to an  
iron pipe, North 49 degrees 23 minutes 59 seconds East 67.43 feet  
to an iron pipe and North 83 degrees 28 minutes 40 seconds East  
163.33 feet to the place of beginning, containing 2.40 acres of



land, more or less.

BEING part of that parcel of land which by deed dated December 18, 1946 and recorded among the Land Records of Howard County, Maryland, in Liber 124 folio 550 was granted and conveyed by Harry G. Crawford and Dorothy N. Crawford, his wife, to Harry T. Sowers and Viola V. Sowers, his wife.

TOGETHER WITH the buildings and improvements thereon and all and every the ways, rights, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said James Edward Roberts and Bernadette Elizabeth Roberts, his wife, as tenants by the entireties, in fee simple.

AND the said Grantors herein warrant specially the property hereby conveyed and covenant that they will execute such other and further assurances of said land as may be requisite.

AS WITNESS the hands and seals of the Grantors herein,

Test:

Harry T. Sowers (SEAL)
Viola V. Sowers (SEAL)
C. William Conrad

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Harry T. Sowers and Viola V. Sowers, his wife, and they each acknowledged the foregoing deed to be their respective act.

AS WITNESS my hand and Notarial Seal.



C. William Conrad
Notary Public

Received for record Nov 18 1959 at 2:44
Saw by recorded and examined per
Roby H. Mullintz, Clerk



(A)

LIBERG 649 FOLIO 377

1703

FORM RW 25 (Revised 7/1/71) LEGAL DEPARTMENT 300 West Preston Street Baltimore, Maryland 21201	<b>DEED</b> TO THE STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION	PAGE 1
		Right of Way Item No. 20262
Mail Address - P. O. Box 717 Baltimore, Maryland 21203		State Highway Administration Project No. HO 362-5-771

This Deed, Made this 15th day of May in the year 1973


(A) WHEREAS, the State Highway Administration of the Department of Transportation, acting for and on behalf of the State of Maryland, finds it necessary to acquire the land, easements, rights and/or controls, shown and/or indicated on State Highway Administration's Plat Numbered 41684


which are duly recorded, or intended to be recorded, among the Land Records of




HOWARD County (ies) in the State of Maryland in order to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, under its Contract Number HO 362-5-771 and known as the Maryland Route 100 (Outer Beltway) - U. S. Route 1 to I-95 Interchange and to thereafter use, maintain and/or further improve said highway and/or bridge, as a part of the Maryland State Roads System.

(B) NOW, THEREFORE, THIS DEED AND PLEASE WITNESSETH: That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby grant and convey unto the STATE OF MARYLAND, TO THE USE OF THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION, its successors and assigns, FOREVER IN FEE SIMPLE, all our right, title and interest, free and clear of all liens and encumbrances, in and to

(C) ALL THE LAND, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line," as shown and/or indicated on the hereinbefore mentioned plats, all of which plats are made a part hereof, so far as our property and/or our rights may be affected by the said proposed highway and/or bridge, and the appurtenances thereto belonging, or in anywise appertaining.

(D) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, the right to create, use and maintain on the area of the land shown hatched thus  on the above designated plats, such slopes as are necessary to retain and support the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land over which this slope easement is granted is changed so that the easement required for slopes is no longer necessary to retain, support or protect the highway construction within the area conveyed in fee simple, then said easement for slopes shall cease to exist.

(E) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, the perpetual right to create, use and maintain on the area of the land shown cross-hatched thus  on the above designated plats, such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Highway Administration to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway.

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

(G) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the lines which are designated "Right of Way Line of Through Highway," to the end that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and their remaining property across those lines which are so marked on the above mentioned plats, except by means of such public road connections as are authorized by law.

(H) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of vehicular ingress or egress between their remaining property and the highway across those portions of the right of way lines which are marked "THROUGHOUT THIS PORTION OF THE RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS DENIED," to the end that there never will be any vehicular access to or from said highway and their remaining property across those portions of the said right of way lines which are so marked on the above mentioned plats.

CONTINUED ON PAGE 2

AUG 16-73 \* 21304 \*\*\*\*\*

AUG 16-73 A 21304 \*\*\*\*\*

(J) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected or with growing crops.

(J) AND THE GRANTORS HEREIN do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every control or restriction set forth in this instrument of writing, it being the intention of this conveyance to perpetuate all the rights and privileges granted to the State of Maryland, to the use of the State Highway Administration, by this deed. It is expressly understood and agreed that these covenants shall run with and bind upon the GRANTORS, their heirs, successors and assigns, forever.

(K) IT BEING part of the same property conveyed by deed from Rosatta Smith, widow, to Edward J. Roberts and Bernadette E. Roberts, wife, and recorded on 10/7/55 among the Land Records of Howard County in Liber RHM No. 273, folio 328.

IT BEING part of the same property conveyed by deed dated 11/17/59 from Harry T. Sowers and Viola V. Sowers, wife, to James E. Roberts and Bernadette E. Roberts, wife, and recorded on 11/19/59 among the Land Records of Howard County in Liber RHM No. 343, folio 535.

CONTINUED ON PAGE 3

BINDING MARGIN  
DO NOT WRITE IN THIS SPACE

BINDING MARGIN  
DO NOT WRITE IN THIS SPACE

FORM HW 25 (Revised 7/1/71)

CONTINUED FROM PAGE 2

PAGE 3

LIBERO 649 FOLIO 379

(V) TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

(W) IT IS UNDERSTOOD AND AGREED that the State Highway Administration shall have no further obligation or liability for the results of construction, reconstruction, maintenance or further construction of said highway and/or bridge.

(X) TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed unto the proper use and benefit of the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns forever in fee simple, together with the rights, easements, privileges and controls hereinbefore mentioned.

The property conveyed by this instrument in fee simple is 3.94 Acres.

(Y) AND the grantors covenant that they have neither done, nor suffered to be done, anything to encumber the property, easements and/or rights, etc., hereby conveyed, and that they will execute such other and further assurance of same as may be requisite.

(Z) AND join in this conveyance for the purpose of releasing the land, easements and/or rights herein conveyed from the operation and effect and any mortgage and/or lien which they hold upon the property of the grantors, retaining their rights as mortgagees and/or lienors in and to the remainder of the land of the grantor not affected by this conveyance.

IN WITNESS WHEREOF we have hereunto set our hands and seals.

WITNESS	<u>Jay A. Sanders</u>	<u>James Edward Roberts</u> (SEAL)
WITNESS	<u>Jay A. Sanders</u>	<u>James Edward Roberts</u> (SEAL)
WITNESS	_____	<u>Bernadette E. Roberts, wife</u> (SEAL)
WITNESS	_____	<u>Commercial and Farmers Bank</u> (SEAL)
WITNESS	_____	<u>Boys</u> (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)

SEE PAGE 1 FOR ACKNOWLEDGMENTS

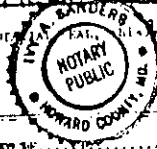
STATE OF MARYLAND - COUNTY OF Howard

I hereby certify that, before me, the undersigned, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for the County of Howard, personally appeared, James Edward Roberts and Bernadotte E. Roberts

and each severally acknowledged the foregoing deed and release to be ~~XXX XXX~~ or their respective act, or ~~their~~ (NOTE: strike out the words not applicable.)

AS WITNESS MY HAND AND SEAL, this 15th day of May, 1973, in the year 1973.

NOTARY SEAL



*Sylvia Sandler* NOTARY PUBLIC  
My Commission expires July 1, 1974

STATE OF MARYLAND - COUNTY OF Howard  
REC'D: ~~...~~

(J)

153-541

their act.

AS WITNESS my hand and Notarial Seal.

(SEAL'S PLACE).

Helen E. Welden.  
Notary Public.

Received for record 25<sup>th</sup> Feb., 1936 at 3.45 o'clock P. M. Same day recorded and examined per,

Benj. Mellor, Jr.  
Clerk.

*Elmore S. Clayton*  
*1936*

ELMORE S. CLAYTON and  
MARIE K. CLAYTON,  
his wife,  
DEED TO  
ELMORE S. CLAYTON, JR.

THIS DEED, Made this 8th day of February,  
in the year 1936, by and between Elmore S.  
Clayton of Howard County, Maryland, and Marie K.  
Clayton, his wife, of Anne Arundel County,  
Maryland, parties of the first part, grantors,  
and Elmore S. Clayton, Jr., of Howard County,  
Maryland, party of the second part, grantees.

WITNESSETH, that for and in consideration of the sum of \$5.00 and other good  
and valuable considerations, the receipt whereof is hereby acknowledged, together  
with the natural love and affection the grantors have for their son, the said  
grantee, they do grant and convey unto the said Elmore S. Clayton, Jr., his heirs  
and assigns in fee simple, the following property located on the northwest side  
of the Baltimore and Washington Boulevard between Montgomery and Dorsey Roads in  
the first election district of Howard County, Maryland; the same being improved  
by a frame garage, being more particularly described as follows:

BEGINNING for the same at a point on the northwest side of the Baltimore and  
Washington Boulevard south 54 degrees 50 minutes <sup>west (see plat)</sup> 597 feet from the center of  
a concrete culvert from the end of a division line between the Clayton and Horton  
properties, said culvert being shown on a plat prepared by J. R. Curtis, engineer  
of Ellicott City, Maryland and known as a plat of the property of Marie K. Clayton,  
subdivided, dated November, 1934, (said subdivision being only a proposed sub-  
division which was never carried out); thence north 10 degrees and 35 minutes  
west 243 feet to an iron pin at the southeast corner of the large lot proposed  
to be allotted to said Marie K. Clayton; thence north 64 degrees 50 minutes east  
37 feet along a line of division between the lot now being described and the said  
large lot of another iron pin; thence south 21 degrees 50 minutes east 225 feet  
to the northwest side of said Baltimore and Washington Boulevard said line being  
a line of division on said plat between the small lot allotted to Marie K. Clayton

and another to Elmore S. Clayton and J. Frank Harman, said last-mentioned line passing through the center of a cedar tree in the line thereof; thence south 55 degrees west binding on the northwest side of the Baltimore and Washington Boulevard 86 feet to the place of beginning. The same to comprise 1.314 acres more or less.

BEING and intended to be part of the whole tract which by deed dated April 24, 1925, and recorded among the Land Records of Howard County in Liber HBN 122, folio 474 etc. was granted and conveyed by Caroline S. Thompson and Charles St. Claire Thompson and wife to the said Elmore S. Clayton and Marie K. Clayton, his wife.

TOGETHER with the buildings and improvements thereupon, erected, made, or being; and all and every, the rights, alleys, ways, waters, and especially the right to use water from the wells and pumps on the whole lot for a period of six months, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, subject, however, to the restriction of not selling lunches, beer, cigars and cigarettes, candy, or liquor or to use the building thereon as a tourist inn.

TO HAVE AND TO HOLD ~~the~~ said piece or parcel of ground and premises both real, personal and mixed above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or in anywise appertaining unto and to the only proper use, benefit and behoof forever of the said Elmore S. Clayton, Jr., his heirs and assigns in fee simple. It being understood by the parties hereto that the existing mortgage and other liens on the whole property to be paid by the grantors.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey the said land, that the said party of the second part shall quietly enjoy said land; and that they will execute such assurances of said land as may be requisite.

WITNESSETH the hands and seals of the said grantors.

TEST: Helen E. Welden.

Elmore S. Clayton, Sr. (SEAL).

Marie K. Clayton. (SEAL).

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of February, in the year one thousand nine hundred and thirty-six, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, but acting for Howard and Anne Arundel Counties, personally appeared Elmore S. Clayton and Marie K. Clayton, his wife, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(SEAL'S PLACE).

Helen E. Welden.  
Notary Public.

Received for record 25<sup>th</sup> Feb., 1936 at 3.45 o'clock P. M. Same day recorded and examined per,

(R)

137-109

*Wanted to be bound Oct 11 1931*

EMORE C. CLAYTON.  
MARIE K. CLAYTON.  
RIGHT OF WAY TO  
AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY

\$1.00 Received of the AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY OF BALTIMORE CITY One and no/100  
Dollars, in consideration of which we hereby  
grant unto said company, its associated and allied  
companies, their respective successors, assigns,

lessees and agents, the right, privilege and authority to construct, reconstruct,  
operate and maintain lines of telephone and telegraph, consisting of such poles,  
wires, cables, conduits, guys, anchors and other fixtures and appurtenances as  
the grantee may from time to time require, upon, across, over and/or under the  
property which we own or in which we have any interest in the First District,  
County of Howard and State of Maryland and upon, along and/or under the roads,  
streets or highways adjoining the said property, with the right to trim from  
time to time any trees along said lines so as to keep the wires and cables  
cleared at least thirty-six inches and the right to permit the attachment of  
and/or carry in conduit wires and cables of any other company. The grantor  
for himself, his heirs, executors, administrators, assigns and assigns hereby covenants  
that no wire line will be erected or permitted to be so erected which in the  
judgment of the grantor, its successors and assigns, will interfere with its  
service or endanger its lines. Said sum being received in full payment for the  
rights herein granted.

WITNESS our hands and seals this 31 day of August A. D. 1931 at R. D.  
Elk Ridge Md.

Witness: Emore C. Clayton. (SEAL)  
Frank B. South. Marie K. Clayton. (SEAL)

STATE OF MARYLAND-HOWARD COUNTY

I HEREBY CERTIFY that on this 30th day of August in the year nineteen hun-  
dred twenty nine before me a subscriber a Notary Public of the State of Mary-  
land duly commissioned and qualified and residing in Baltimore County aforesaid  
personally appeared Emore C. Clayton and Marie K. Clayton and acknowledged the  
aforegoing Deed to be his act.

IN TESTIMONY WHEREOF I HEREBY SET MY HAND AND SEAL OF OFFICE AS NOTARIAL.

Harry P. Leavitt. (SEAL)  
Notary Public.

Com. Expires May 4/ 1931.

Received for record 29<sup>th</sup> Aug. 1931 at 1:14 o'clock P. M. Same day recorded and  
examined per

*Edward L. ...* Clerk.

(L)

the rights and appurtenances thereto belonging or in anywise appertaining.  
TO HAVE AND TO HOLD said land and premises unto and to the proper and benefit of the said William Thomas Bordley, Junior, and Henriette K. Bordley, his wife, as tenants by the entireties, in fee simple.

AND the said Annie Bordley, Walter Bordley, Annie Rebecca Bordley, Geneva Bordley Dorsey, John Albert Dorsey and Addie Virginia Bordley covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

AS WITNESS THEIR HANDS AND SEALS, the day and year first above written.

TEST:	Annie I Bordley. (SEAL)
	her
	mark
	Walter Bordley. (SEAL)
	her
	Annie Rebecca I Bordley. (SEAL)
	mark
TEST:	Geneva Bordley Dorsey. (SEAL)
	John Albert Dorsey. (SEAL)
	Addie Virginia Dorsey. (SEAL)

Lucy A. Yates.

STATE OF MARYLAND, HOWARD COUNTY, Set.

I HEREBY CERTIFY, that on this 30th day of April, 1930, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared Annie Bordley, widow, Walter Bordley and Annie Rebecca Bordley, his wife, Geneva Bordley Dorsey and John Albert Dorsey, her husband, and Addie Virginia Bordley, unmarried, and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Lucy A. Yates.

Notary Public.

Received for record 30<sup>th</sup> Apr. 1930 at 10:45 o'clock A. M. Same day recorded and examined per

*Howard S. ...*  
Clerk.

*138  
20-440  
W. S. Bay of 6/1/30 (copy of deed)*

ELMORE S. CLAYTON and  
MARIE K. CLAYTON, his wife.  
LEASE TO  
STANDARD OIL COMPANY,  
of New Jersey

LEASE (RENTAL DETERMINED BY SALES)

THIS AGREEMENT, made this 4th day of April in the year 1930, by and between Elmore S. Clayton and Marie K. Clayton, his wife hereinafter called Lessor, which expression shall include personal representatives, heirs, successors or assigns, as the case may be, where the context so requires or admits, and Standard Oil Company of New Jersey, a corporation of the State of Delaware, hereinafter called Lessee, which expression shall include its successors and assigns where the context so requires or admits.

WITNESSETH: Lessor does hereby demise and lessee unto Lessee all that lot,



piece or parcel of land situate two miles south of the Town of Elkridge, County of Howard, State of Maryland, described as follows: That is to say,

Beginning at a point indicated by concrete block column located at the southwest corner of property of Elmore S. Clayton and Marie K. Clayton, his wife, on the west side of Washington Boulevard (U.S. Route #1), and running in a northwesterly direction 100 feet, thence in a northeasterly direction 75 feet, then in a southeasterly direction 120 feet, thence in a southwesterly direction paralleling Washington Boulevard for a distance of 102 feet to point of beginning.

together with the buildings, improvements and equipment thereon or connected therewith, all of which are listed in the Schedule hereto attached, and marked Schedule "A".

TO HOLD the premises hereby demised unto Lessee for the term of Five years beginning on the first day of May, 1930, and ending on the thirtieth day of April, 1935, Lessee paying therefor as rental each month an amount equivalent to one cent (1¢) for each gallon of gasoline and other motor fuels sold during the month at said premises by the lessee or its agents or assigns. Payments of said rental are to be made on or before the tenth day of the month following the month in which the rental is earned. Lessee shall keep such books and records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit the Lessor to examine and inspect such books and records at any time and from time to time when the Lessor desires so to do.

THE above letting is on the following terms, conditions and covenants, to wit:

1. Lessee shall pay the specified rent at the times and in the manner provided.
2. The said premises may be used as a gasoline filling and automobile service station, including the storage and sale of gasoline and other petroleum products, and all automobile supplies and accessories.
3. Lessor agrees to pay all taxes, assessments, water bills, and all other taxes or charges that may be levied against said premises and Lessor also agrees to pay all bills or charges for light, power and heat incurred in the use of said premises. If at any time during the term hereof Lessor is not employed by Lessee to operate said premises, then Lessee agrees to pay all bills and charges for light, power, heat and water incurred by Lessee, or its employees, or sub-lessees at said premises. Should Lessor fail to pay any such taxes, bill and charges, when due and payable, Lessee shall have the right to pay the same, and to charge the same to Lessor, and Lessee may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.
4. If and in the event the duly authorized authorities of the town, county, or other sub-division of the State, now in existence or hereafter

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created, in which said premises are located, shall refuse to grant, or having granted, shall rescind any permit necessary for Lessee to store and sell at said premises gasoline and other petroleum products, or to use the premises for the sale of such products, or shall pass a law or issue an order which shall in the judgment of Lessee necessitate the removal of the tanks or other appliances owned, placed or used on the premises by Lessee in the conduct of its business, or imposing such restrictions upon the conduct of its business as shall in its judgment necessitate the discontinuance of its business on the premises, then and in either of such events, this lease shall at the option of Lessee become null and void and all obligation to pay the rental hereunder shall cease and determine.

5. Lessee is hereby given the right to move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and to construct, build, and place upon said premises such buildings, structures, equipment and machinery as shall in its opinion be necessary to use and operate said premises. Lessee is hereby given the further right to paint said buildings, structures, tanks and equipment in any colors it shall select and to paint thereon such of its trademarks and other signs, devices and advertisements as it shall elect.

6. Upon the expiration or termination of this lease for any cause Lessee is to return the property herein described to Lessor and Lessee shall restore said premises to the condition existing on the date hereof, ordinary wear and tear excepted, provided, however, Lessee shall not be required to replace or relocate any building, structures, tanks or machinery removed or relocated with the express consent of Lessor. Lessee shall have the right to remove from said premises all buildings, structures, pumps, tanks, machinery and equipment placed thereon by Lessee.

7. In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness for occupancy until the property is put in tenable condition, and Lessee is able to and does occupy said premises for the purposes herein described. Lessor agrees to immediately replace, repair or reconstruct any buildings, structures or equipment on the premises in the event that they are rendered unfit for occupancy or to reconstruct or replace said buildings, structures or equipment with buildings, structures and equipment of like value and like character and construction. Should Lessor fail or refuse to immediately commence and proceed expeditiously to repair or reconstruct the premises, Lessee has the right at its option to repair or reconstruct the same, and in that event Lessee shall have a lien upon said premises for the amount expended therefor, and is hereby authorized to withhold all rents as they accrue until it shall be reimbursed for said expenditure, or Lessee shall have the right and option to cancel this lease without further liability.

8. Lessee during the term of this lease or any renewal or extension thereof shall have the right and privilege to sublet or assign all or any part of its

right under and to said premises but any such subletting or assignment shall not relieve Lessee from its obligation to pay the rent herein reserved unless Lessor shall consent in writing to such subletting or assignment.

9. Lessee shall have the privilege and option of renewing this agreement for an additional period of five years, beginning with the date of the expiration hereof upon the same terms and conditions as hereinabove set forth and such privilege of renewal and extension shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration hereof of its intention not to exercise such renewal privilege.

10. Lessee has and is hereby given the right to cancel this lease at any time on giving Lessor thirty (30) days' notice of Lessee's intention so to do. On the date such cancellation becomes effective, excepting only when the cancellation is made in accordance with the provisions of Article 4 hereof, Lessee shall pay to Lessor as consideration for said cancellation an amount which shall be determined by multiplying the largest rents theretofore paid in any one month under this lease by the number of full years remaining before the expiration of this lease.

12. Any notice to be given by Lessee to Lessor shall be sufficiently given, if in writing, and delivered to Lessor, or mailed, postage prepaid, to Lessor at the premises herein described, or at such other address as may at any time be furnished by Lessor to Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Elmore S. Clayton  
Lessor

Marie K. Clayton,  
Lessor.

WITNESS: as to signatures of  
Elmore S. and Marie K. Clayton

STANDARD OIL COMPANY OF NEW JERSEY  
By J. A. Frioker  
Manager

Watson G. Hurley

WITNESS: as to signature of J. A. Frioker

W. H. Megenhardt

(Incorporate here the acknowledgment of the Lessor in the statutory form of the State where the leased property is situated )

State of Maryland, County of Howard, to wit:

I HEREBY CERTIFY THAT ON THIS 4th day of April, in the year 1930, before me the subscriber, a Notary Public of the State of Maryland, in and for Howard County aforesaid, personally appeared Elmore S. Clayton and Marie K. Clayton, his wife, and did each acknowledge the foregoing lease to be their respective act.

IN WITNESS WHEREOF I have hereunto set my hand and seal on the day and year above written.

(SEAL'S PLACE)

Elizabeth Bird Williams,  
Notary Public.

## CONSENT OF LAND OWNER

The following consent should be signed by the owner of the land when the Lessor in the aforementioned lease holds under a lease or some other agreement.

The undersigned hereby consents to the subletting of the Lessor's rights in accordance with the above agreement. The undersigned further agrees that in the event the Lessor named in the above mentioned agreement defaults in any of the terms or conditions of the lease or other agreement under which said Lessor holds the above described premises, the undersigned will advise the Standard Oil Company of New Jersey at of said default and said Standard Oil Company of New Jersey shall have ten (10) days after the receipt of said notice to make good said default on the part of the above mentioned Lessor and the undersigned agrees that so long as the Standard Oil Company of New Jersey thereafter complies with the terms of said agreement under which the above mentioned Lessor acquired said premises, its rights in and to the property under this agreement shall be valid and remain in full force and effect.

Dated this

day of

19

## SCHEDULE "A"

1. 8000 Air Standard - Post Type

1 United States Air Compressor - 1/2 HP - #809945 - single phase - 60 cycle

1 Tire Changing Machine

1 Tungal Battery Charging Outfit

1 Oil House - 20'4" x 24'5"

1 Combination Ladies and Gents Rest Room - 8' x 24'

Received for record May 15<sup>th</sup> 1930 at 11:00 o'clock A. M. Same day recorded and examined per

*Howard S. Barber*  
Clark.

M

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Ralph L. Perlett  
Notary Public.

(SEAL'S PLACE)

Received for record 13<sup>th</sup> October 1944 at 2:40 o'clock P. M. Same day recorded and examined per,

*Ray Miller Jr.*  
CLERK

MARIE K. CLAYTON, divorced and unmarried,  DEED TO HAMO P. WOODALL	\$3.30 Duly Cancelled Revenue Stamps	\$2.70 Recordation Tax Stamps
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THIS DEED, Made this 21st day of June, in the year nineteen hundred and forty-four, by Marie K. Clayton, divorced and unmarried, of Baltimore City, in the State of Maryland.

WHEREAS, by deed dated the 21th day of April, 1925, and recorded among the Land Records of Howard County, Maryland, in Liber H.B.N. No. 122, Folio 474, etc., Caroline T. Thompson, and others, did grant and convey unto Elmore S. Clayton, Senior, therein called Elmore S. Clayton, and the said Marie K. Clayton, his then wife, as tenants by the entireties, in fee simple, a tract of land therein more particularly described and referred to, of which the land hereinafter described is a part; and,

WHEREAS the said Elmore S. Clayton, Senior, and the said Marie K. Clayton did jointly operate a business upon said property in the nature of a restaurant and tourist home business; and,

WHEREAS the said Marie K. Clayton was divorced a vinculo matrimonii from the said Elmore S. Clayton, Senior by a decree of the Circuit Court No. 2 of Baltimore City, on October 11, 1939, wherefore the said Elmore S. Clayton and Marie K. Clayton are no longer husband and wife; and,

WHEREAS, by agreement dated the 30th day of October, 1939, the said Marie K. Clayton did agree to sell unto Hamo P. Woodall, and the said Hamo P. Woodall did agree to purchase from the said Marie K. Clayton, all her right, title and interest in and to the aforesaid piece or parcel of land which, by the deed dated and recorded as aforesaid, was granted and conveyed by the said Caroline T. Thompson, and others, to the said Elmore S. Clayton, Senior and Marie K. Clayton, as well as all of her right, title and interest in and to the fixtures, furnishings, furniture, equipment, utensils, goods, stock, supplies, and chattels belonging to, connected with, or appertaining to said business and her interest in said business upon certain covenants and conditions; and,

WHEREAS all the said covenants and conditions in said agreement expressed have been performed by the said Hamo P. Woodall and he has paid the entire sum of money due thereunder to the said Marie K. Clayton and is entitled to a deed there-

for.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and the sum of five dollars and other valuable considerations, the receipt of which is hereby acknowledged, the said Marie K. Clayton does grant and convey unto the said Hemo P. Woodell all her right, title, and interest in and to all that piece or parcel of land situate and lying in the First Election District of Howard County which, by deed dated the 24th day of April, 1925, and recorded among the Land Records of said Howard County in Liber H.S.N. No. 122, Folio 474, etc., was granted and conveyed by the said Caroline T. Thompson, and others, to the said Elmore S. Clayton, Senior, therein called Elmore S. Clayton, and the said Marie K. Clayton, and in said deed more particularly described and referred to as containing eight and twenty-three one thousandths acres of land, more or less.

SAVE AND EXCEPT, HOWEVER, (1) all that part thereof which, by deed dated February 8, 1936, and recorded among said Land Records in Liber B.M.Jr., No. 153, Folio 541, etc., was granted and conveyed by the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and Marie K. Clayton, his wife, to Elmore S. Clayton, Junior; and (2) all that part thereof which, by deed dated June 21st, 1944, and recorded among the Land Records of said Howard County prior to the recording of these presents, was granted and conveyed by the said Elmore S. Clayton, Senior, and Kabel Reimanider Clayton, his wife, the said Marie K. Clayton, and the said Hemo P. Woodell to Harry G. Crawford and Dorothy M. Crawford, his wife, and therein more particularly described and referred to as containing five and two hundred fifty-eight one-thousandths acres of land, more or less.

SUBJECT, HOWEVER, to the following: (1) a mortgage dated April 9, 1931, and recorded among said Land Records in Liber H.S.N. No. 141, Folio 78, etc., from the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and Marie K. Clayton, his wife, to the Laurel Building Association of Prince George's County, and given to secure a loan of ten thousand dollars (\$10,000.00), with interest as therein expressed; and (2) a right-of-way fifteen feet wide running from the Baltimore and Washington Boulevard to the property conveyed to Crawford, as aforesaid, as more particularly set forth in the deed dated and recorded as aforesaid, from the said Elmore S. Clayton, Senior, and others, to the said Harry G. Crawford and Dorothy M. Crawford, his wife.

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

AND UPON THE SAME CONSIDERATION the said Marie K. Clayton does grant and assign unto the said Hemo P. Woodell all her right, title, and interest in and to the restaurant and tourist home business, formerly conducted by herself and the said Elmore S. Clayton, Senior, on the property aforesaid, and all of her right, title, and interest in and to the fixtures, furnishings, furniture, equipment, utensils, goods, stock, supplies, and chattels belonging to, connected with, or appertaining to said business.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Hemo P. Woodell, his heirs and assigns, forever in fee simple.

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AND the said Marie K. Clayton covenants that she will warrant specially the property hereby conveyed and that she will execute such further assurances of said land as might be requisite.

AS WITNESS her hand and seal the day and year first hereinbefore written.

Test:

Marie F. Myers

Marie K. Clayton (SEAL)

STATE OF MARYLAND, HOWARD COUNTY, Not.:

I HEREBY CERTIFY, That on this 21st day of June, 1944, before me, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Howard County aforesaid, personally appeared Marie K. Clayton and acknowledged the foregoing deed to be her act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Marie F. Myers  
Notary Public

(SEAL'S PLACE)

Received for record 13<sup>th</sup> October 1944 at 3:30 o'clock P. M. Same day recorded and examined per,

*Benj. Miller Jr.*  
CLERK

EMO P. WOODALL, un- married, DEED TO ELMORE S. CLAYTON, SENIOR.	\$4.95 Duly Cancelled Revenue Stamps	\$4.50 Recordation Tax Stamps
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THIS DEED, Made this 13th day of October, in the year nineteen hundred and forty-four, by Emo P. Woodall, unmarried, of Baltimore City in the State of Maryland.

WITNESSETH, That in consideration of Five Dollars (\$5.00), and other valuable considerations, the said Emo P. Woodall, does grant and convey unto Elmore S. Clayton, Senior, his heirs and assigns, in fee simple, all of his one-half undivided interest in and to all that piece or parcel of land, situate and lying in the First Election District of said Howard County, and said State, which by deed dated the 24th day of April, 1925, and recorded among the land records of said Howard County in Liber H.B.N. No. 122, folio 474, etc., was granted and conveyed by Caroline T. Thompson, and others, to Elmore S. Clayton, Senior, therein called Elmore S. Clayton and Marie K. Clayton, his wife, and therein said to contain eight and twenty-three one-thousandths acres of land, more or less. (The said Marie K. Clayton having been divorced a vinculo matrimonii from the said Elmore S. Clayton, Senior, by a decree of the Circuit Court No. 2 of Baltimore City, on October 11th, 1939).

BEING all and the same one-half undivided interest in and to the above mentioned piece or parcel of land which by deed dated the 21st day of June, 1944,

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86

AND the said Marie K. Clayton covenants that she will warrant specially the property hereby conveyed and that she will execute such further assurances of said land as might be requisite.

AS WITNESS her hand and seal the day and year first hereinbefore written.

Test:

Marie P. Myers Marie K. Clayton (SEAL)

STATE OF MARYLAND, HOWARD COUNTY, Set.:

I HEREBY CERTIFY, That on this 21st day of June, 1944, before me, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Howard County aforesaid, personally appeared Marie K. Clayton and acknowledged the foregoing deed to be her act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Marie P. Myers  
Notary Public

(SEAL'S PLACE)

Received for record 13<sup>th</sup> October 1944 at 3:30 o'clock P. M. Same day recorded and examined per,

*Benj. Mills Jr.*  
CLERK

HAMO P. WOODALL, un-married,  DEED TO ELMORE S. CLAYTON, SENIOR.	\$4.95 Duly Cancelled Revenue Stamps	\$4.50 Recordation Tax Stamps
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THIS DEED, Made this 13th day of October, in the year nineteen hundred and forty-four, by Hamo P. Woodall, unmarried, of Baltimore City in the State of Maryland.

WITNESSETH, That in consideration of Five Dollars (\$5.00), and other valuable considerations, the said Hamo P. Woodall, does grant and convey unto Elmore S. Clayton, Senior, his heirs and assigns, in fee simple, all of his one-half undivided interest in and to all that piece or parcel of land, situate and lying in the First Election District of said Howard County, and said State, which by deed dated the 24th day of April, 1925, and recorded among the Land Records of said Howard County in Liber H.B.N. No. 122, folio 474, etc., was granted and conveyed by Caroline T. Thompson, and others, to Elmore S. Clayton, Senior, therein called Elmore S. Clayton and Marie K. Clayton, his wife, and therein said to contain eight and twenty-three one-thousandths acres of land, more or less. (The said Marie K. Clayton having been divorced a vinculo matrimonii from the said Elmore S. Clayton, Senior, by a decree of the Circuit Court No. 2 of Baltimore City, on October 11th, 1939).

BEING all and the same one-half undivided interest in and to the above mentioned piece or parcel of land which by deed dated the 21st day of June, 1944,



and intended to be recorded among the Land Records of Howard County immediately prior to the recording of these presents was granted and conveyed by Marie K. Clayton, divorced and unmarried, to the said Hemo P. Woodall.

(SAVE AND EXCEPT, HOWEVER, (1) All that part thereof, which, by deed dated February 8th, 1936, and recorded among said Land Records in Liber B.M.Jr. No. 153, folio 541, etc., was granted and conveyed by the Elmore S. Clayton, Senior, therein described as Elmore S. Clayton and Marie K. Clayton, his wife, to Elmore S. Clayton, Junior; and (2) all that part thereof which, by deed dated June 21st, 1944, and recorded among the Land Records of said Howard County in Liber B.M.Jr. No. 182, folio 40 etc., was granted and conveyed by the said Elmore S. Clayton, Senior, and Mabel Reismaider Clayton, his wife, the said Marie K. Clayton, and the said Hemo P. Woodall to Harry G. Crawford and Dorothy M. Crawford, his wife, and therein more particularly described and referred to as containing five and two hundred fifty-eight one-thousandths acres of land, more or less).

TOGETHER with the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

AND UPON THE SAME CONSIDERATION, the said Hemo P. Woodall does grant and assign unto the said Elmore S. Clayton, Senior, all his right, title, and interest in and to the restaurant and tourist home business, formerly conducted by himself and the said Elmore S. Clayton, Senior, on the property aforesaid, and all his right, title, and interest in and to the fixtures, furnishings, furniture, equipment, utensils, goods, stock, supplies, and chattels belonging to, connected with, or appertaining to said business

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Elmore S. Clayton, Senior, his heirs and assigns, in fee simple.

AND the said Hemo P. Woodall covenants that he will warrant specially the land and premises and property hereby conveyed and will execute such further assurance of said land and property as may be requisite.

AS WITNESS MY HAND AND SEAL, the day and year first above written.

TEST:

Marie F. Myers

Hemo P. Woodall (SEAL)

STATE OF MARYLAND, HOWARD COUNTY, Set.:

I HEREBY CERTIFY, that on this 13th day of October, 1944, before me, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared Hemo P. Woodall, unmarried, and acknowledged the foregoing deed to be his act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Marie F. Myers  
Notary Public

Received for record 13<sup>th</sup> October 1944 at 3:30 o'clock P. M. Same day recorded and examined per,

*Rayville J.*  
CLERK

(P)

183-391

*Sub to Rev. & Wheel  
8/5/49 R. Clark*

ELMORE S. CLAYTON, SR. and MABEL R. CLAYTON, his wife	\$11.00 Duly Cancelled Revenue	\$10.00 Recordation Tax Stamps
DEED TO GEORGE S. WHEELER and EVELYN WHEELER, his wife.	Stamps	

THIS DEED, Made this fifth day of December, in the year one thousand nine hundred and forty-four, between Elmore S. Clayton, Sr. and Mabel R. Clayton, his wife, of Howard County, in the State of Maryland, of the first part, and George S. Wheeler and Evelyn Wheeler, his wife, of said County and State of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Elmore S. Clayton, Sr. and Mabel R. Clayton, his wife, do grant and convey unto the said George W. Wheeler and Evelyn Wheeler, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple, all that lot of ground situate and lying and being in Howard County, State of Maryland, and described as follows, that is to say.

BEGINNING for the same on the northwestern side of the Washington and Baltimore Boulevard, at a point where the first line of the land which, by deed dated April 24, 1925, and recorded among the Land Records of Howard County in Liber H. S. N. No. 122, folio 474, was conveyed by Caroline T. Thompson, et al, to Elmore S. Clayton and Marie E. Clayton, his wife, intersects the said side of said Boulevard; and running thence with and binding on a part of said first line in said deed, North thirty degrees west one hundred and forty-three and four-tenths feet to the end of the eighth line of the land which, by deed dated June 21, 1944, and recorded among said Land Records in Liber B. M. Jr. No. 182, folio 40, was conveyed by the said Elmore S. Clayton, et al, to Harry G. Crawford and Dorothy M. Crawford, his wife; and running thence with and binding on a part of the ninth or last line of said last mentioned land South sixty-four degrees fifty minutes west three hundred and eighty-nine and two-tenths feet to the beginning of the first line of a fifteen foot right of way which was conveyed by the said Elmore S. Clayton, et al, to Harry G. Crawford and wife in the deed aforementioned; and running thence with the first line of the said right of way conveyed by said deed, and binding on the northeasternmost side of said right of way, South thirty degrees forty-four minutes east two hundred and three and seventy-one one-hundredths feet to the northwestern side of the Baltimore and Washington Boulevard; and running thence binding on the northeast side of said Boulevard, North fifty-four degrees fifty minutes east three hundred and eighty-eight and five-tenths feet to the place of beginning

BEING part of the land described in the aforementioned deed from Caroline T. Thompson, et al, unto said Elmore S. Clayton, Sr. (therein called Elmore S. Clayton) and his then wife, Marie E. Clayton, dated April 24, 1925, and recorded as aforesaid in Liber H. S. N. No. 122, folio 474.

SEE also deed from Hewlett B. Cox, trustee, to wife Elmore S. Clayton, Sr. and Marie K. Clayton, his then wife, dated June 2, 1944, and recorded among said Land Records in Liber E. M. Jr. No. 182, folio 39,

SEE also deed from Marie K. Clayton, divorced and unmarried, to Hazo P. Woodall, dated June 21, 1944, and recorded among said Land Records in Liber E. M. Jr. No. 183, folio 84.

SEE also deed from Hazo P. Woodall, unmarried, to Elmore S. Clayton, Sr. dated October 13, 1944, and recorded among said Land Records in Liber E. M. Jr. No. 183, folio 86.

The above described property is hereby conveyed subject to the restriction that no part of land above described and no part of any building now on the property or which may be erected on the property may be used for restaurant purposes. It is further agreed and understood that this restriction may be removed by the mutual consent in writing of the owner of the property above described and the consent of Elmore S. Clayton, Sr. and Mabel R. Clayton, his wife. It is further expressly agreed and understood that this restriction shall be binding upon the property above described only so long as the said Elmore S. Clayton, Sr. and Mabel R. Clayton, his wife, shall own the lot of ground fronting approximately one hundred fifteen feet on the Washington Boulevard and immediately to the west of the property above described. It being the intention of the parties that as soon as the said Elmore S. Clayton, Sr. and Mabel R. Clayton, his wife, shall dispose of the property which they now own to the west of the above described lot then the aforesaid restrictions shall no longer be binding upon the property hereby conveyed to the said George S. Wheeler and Evelyn Wheeler, his wife.

TOGETHER, with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any-wise pertaining.

TO HAVE AND TO HOLD, the lot of ground aforesaid above described and mentioned, and hereby intended to be conveyed together with the signs, privileges, appurtenances and advantages thereto belonging or pertaining and also to the proper use and benefit of the said George S. Wheeler and Evelyn Wheeler, his wife, as tenants by the entirety, their assigns, the survivor of them, his or her heirs and assigns, forever, in fee simple.

AND the said grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant, defend, support, protect and that they will execute such further instruments as the said grantees may require.

WITNESS the hands and seals of said grantors.

TEST: \_\_\_\_\_  
Edith L. Lindsay \_\_\_\_\_

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 1944, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

IN WITNESS whereof I hereunto set my hand and official seal.

(SAL'S PLACE)

Edith L. Lindsey, Notary Public

Received for record 2<sup>nd</sup> December 1944 at 10:55 o'clock A. M. Same day recorded and examined per.

*Barry M. Miller*  
CLERK

*George S. Wheeler and Evelyn Wheeler, his wife*  
*Mortgage to*  
*The Capital Building and Loan Association of Baltimore City*  
*Volume No. 207, Page 243*

GEORGE S. WHEELER and  
EVELYN WHEELER, his wife,  
MORTGAGE TO  
THE CAPITAL BUILDING AND LOAN  
ASSOCIATION OF BALTIMORE CITY.

THIS MORTGAGE, made this fifth day of Dec-  
ember, in the year Nineteen Hundred and  
Forty-four, by and between George S. Wheel-  
er and Evelyn Wheeler, his wife, of Howard  
County, in the State of Maryland, hereinaf-  
ter called the Mortgagor, and the Capital Building and Loan Association of Balti-  
more City, a body corporate of the State of Maryland, hereinafter called the Mor-  
tgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has  
received therefrom an advance or loan of Nine thousand Dollars (\$9,000.00), said  
advance or loan having been used in part payment of the purchase money for the  
property hereinafter described; and

WHEREAS, the said Mortgagor will therefore justly indebted into the Mortgage  
for borrowed money in the said principal sum of Nine thousand Dollars (\$9,000.  
00), the said Mortgagor does hereby covenant to repay the same, with interest at  
the rate of six per centum (6%) per annum, computed monthly, into the Mortgage,  
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instal-  
ments (including principal and interest, of One Hundred Dollars (\$100.00), plus  
one-twelfth of the annual taxes, water rents, ground rent, if any, insurance pre-  
miums, and other public charges and assessments, commencing on the first day of Jan-  
uary, 1945, and continuing on the first day of each month thereafter until the prin-  
cipal, interest and such fines and charges as may be imposed upon the said Mortgagor  
under the by-laws of said body corporate, (which by-laws are hereby referred to  
and expressly made a part hereof), are fully paid.

The said instalment payments may be applied to the Mortgage in the following  
order: (1) to the payment of interest due at the period of all taxes, water rent,  
and assessments and public charges of every nature and description, and (2) to any  
insurance premium and other charges effecting the performance of the covenants,  
and (3) to the principal sum of the said borrowed money.

In the event of the failure of the said Mortgagor to pay the said instalments  
when due, the Mortgagee may, at its option, cause the principal sum of the said  
borrowed money to be immediately due and payable to the Mortgagee.

The Mortgagee may, at its option, cause the principal sum of the said borrowed  
money to be immediately due and payable to the Mortgagee in the event of the  
failure of the said Mortgagor to pay the said instalments when due, and the  
Mortgagee may, at its option, cause the principal sum of the said borrowed money  
to be immediately due and payable to the Mortgagee in the event of the failure  
of the said Mortgagor to pay the said instalments when due.

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Splice in 20th. & 21st. of Howard County No. 122. Exchange of 1947.

GEORGE J. WHEELER and  
EVELYN WHEELER, his wife.

\$16.50 Duly Cancelled \$16.50 records-

DEED TO

Revenue

tion Tax

TIMOTHY H. SMITH and  
ROSSETTA SMITH, his wife.

Stamps.

Stamps.

THIS DEED, Made this 31st day of October, 1947; by and between GEORGE S. WHEELER and EVELYN WHEELER, his wife, parties of the first part, "GRANTORS", and TIMOTHY H. SMITH and ROSSETTA SMITH, his wife, parties of the second part, "GRANTEES".

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the said Grantors do grant and convey unto the said TIMOTHY H. SMITH and ROSSETTA SMITH, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple, all that lot of ground in the first Election District of Howard County, State of Maryland; and described as follows:

**BEGINNING** for the same on the northwestern side of the Washington-Baltimore Boulevard at a point where the first line of the land which by deed dated April 24, 1925 and recorded among the Land Records of Howard County in Liber H.B.M. 122, folio 476 was conveyed by Caroline T. Thompson et al to Elmore S. Clayton et al, intersects the said side of said Boulevard; and running thence with and binding on a part of said first line in said deed North 30° West 143.4 feet to the end of the 8th line of the land which by deed dated June 21, 1944 and recorded among said Land Records in Liber B.M.J. 182, folio 40 was conveyed by the said Elmore S. Clayton et al to Harry O. Crawford and wife, and running thence with and binding on a part of the 9th or last line of said last mentioned land South 64° 50' East 389.2 feet to the beginning of the 1st line of a 15 foot right of way which was conveyed by the said Elmore S. Clayton et al to Harry O. Crawford and wife in the deed aforementioned, and running thence with the first line of said right of way conveyed by said deed and binding on the Northeasternmost side of said right of way, South 30° 44' East 203.71 feet to the Northwestern side of the Baltimore-Washington Boulevard, and running thence on the northwest side of said boulevard North 54° 50' East 388.5 feet to the place of beginning.

**BEING** the same property which the Grantors acquired from Elmore S. Clayton and wife, by deed dated December 5th, 1944 and recorded among the Land Records of Howard County in Liber B.M.Jr. 183, folio 391.

**TOGETHER** with the buildings and improvements thereon and all and every the rights, alleys, ways, waters, roads, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the above described property and premises unto and to the proper use and benefit of the said Timothy H. Smith and Rosetta Smith, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple.

AND the said grantors consent that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property conveyed, that they will specially warrant the property granted and that they will execute such other and further assurances as may be requisite.

WITNESS the hands and seals of said grantors.

WITNESS:

Fred W. Kuethe

George S. Wheeler (SEAL)

Evelyn Wheeler (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 31st day of October, 1947, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared George S. Wheeler and Evelyn Wheeler, his wife, and they acknowledged the foregoing deed to be their act.

WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Fred W. Kuethe  
Notary Public.

Received for record 5<sup>th</sup> November 1947, at 11:15 o'clock A.M. Same day recorded and examined per,

*Milton W. Bayley*  
CLERK.

*Copy of this Mortgage recorded in Anne Arundel County Land Records, Volume 315, Page 98. Original in possession of Mrs. & Mr. Bayley, 1010 1/2 Street, Baltimore, Md.*

TIMOTHY H. SMITH and ROSETTA SMITH, his wife.

PURCHASE MONEY MORTGAGE TO

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF Anne Arundel County.

THIS PURCHASE MONEY MORTGAGE, Made this 31st day of October, 1947, by and between Timothy H. Smith and Rosetta Smith, his wife, hereinafter referred to as Mortgagors, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate,

of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said Mortgagors as a condition precedent to said loan have agreed to Shares-Plan  A  B  C  D as herein indicated, and being the holder of 150 shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$15,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said Mortgagors have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, that for and in consideration of the premises and the covenants herein contained, the said Mortgagors have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

(R)

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273-328

*Call to Anita 10-25-55  
65th St. Wash. D.C.  
11/10/55*



THIS DEED, Made this 7<sup>th</sup> day of October, in the year nineteen hundred and fifty-five, by Rosetta Smith, widow, of Howard County in the State of Maryland.

WIFE SETH, That in consideration of Five (\$5.00) Dollars, and other valuable considerations, the said Rosetta Smith doth grant and convey unto Edward J. Roberts and Bernadette E. Roberts, his wife, as tenants by the entireties and the survivor of them, their heirs and assigns, in fee simple, all that lot of ground situate and lying in the First Election District of said Howard County, in said State, and more particularly described as follows, that is to say:

BEGINNING for the same on the Northwestern side of the Washington-Baltimore Boulevard at a point where the first line of the land which by deed dated April 24, 1925, and recorded among the Land Records of Howard County in Liber R.B.N. No. 127, folio 474 was conveyed by Caroline T. Thompson, et al, to Elmore S. Clayton, et al, intersects the said side of said Boulevard; and running thence with and binding on a part of said first line in said deed North 30 degrees West 143.4 feet to the end of the 8th line of the land which by deed dated June 21, 1944, and recorded among said Land Records in Liber B.M.Jr. No. 142 folio 40 was conveyed by the said Elmore S. Clayton, et al, to Harry G. Crawford and wife, and running thence with and binding on a part of the 9th or last line of said last mentioned land South 64 degrees 50 minutes West 389.2 feet to the beginning of the first line of a fifteen foot right of way which was conveyed by the said Elmore S. Clayton, et al, to Harry G. Crawford and wife, in the deed aforementioned, and running thence with the first line of said right of way conveyed by said deed and binding on the Northeasternmost side of said right of way, South 30 degrees 44 minutes East 203.71 feet to the Northwestern side of the Baltimore-Washington Boulevard, and running thence on

the Northwest side of said Boulevard North 54 degrees 50 minutes East 388.5 feet to the place of beginning.

BEING all and the same lot of ground which by deed dated the 31st day of October, 1947, and recorded among the Land Records of said Howard County in Liber M.W.B. No. 201, folio 97 etc., was granted and conveyed by George S. Wheeler and Evelyn Wheeler, his wife, to Timothy H. Smith and the said Rosette Smith, his wife, as tenants by the entireties, in fee simple. The said Timothy H. Smith having departed this life since the execution of said deed, leaving the said Rosette Smith surviving him.

TOGETHER with the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said lot of ground unto and to the proper use and benefit of the said Edward J. Roberts and Bernadette E. Roberts, as tenants by the entireties and the survivor of them, their heirs and assigns, in fee simple.

AND the said Rosette Smith covenants that she will warrant specially the land and premises hereby conveyed and will execute such further assurances of said land as may be requisite.

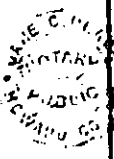
AS WITNESS BY HAND AND SEAL the day and year first above written.

TEST:

*James P. ...* *Rosette Smith* (SEAL)  
Rosette Smith

STATE OF MARYLAND, HOWARD COUNTY, Sec.:

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Howard County aforesaid, personally appeared Rosette Smith, widow, and acknowledged the foregoing deed to be her act.  
AS WITNESS BY HAND AND NOTARIAL SEAL.



*James P. ...*  
Notary Public.  
Oct 7 1955 at ...  
7-47A



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and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said property as may be requisite.

WITNESS the hands and seals of said grantors.

TEST:

Marie Beiser

Bonnie L. Dreher (SEAL)

Amsi B. Dreher (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on this 25th day of August in the year one thousand nine hundred and forty-nine before me, the subscriber a Notary Public in and for Baltimore City of the State of Maryland, personally appeared Bonnie L. Dreher and Amsi B. Dreher, her husband, and they acknowledged the foregoing Deed to be their act.

(SEAL'S PLACE)

Marie Beiser  
Notary Public.

Received for record 17<sup>th</sup> September 1949 at 10 o'clock A.M. Same day recorded and examined per,

*Milton W. Busby*  
CLERK.

TIMOTHY H. SMITH, et al.

DEED AND RELEASE TO

STATE OF MARYLAND to the use of the State Roads Commission of Maryland.


WHEREAS, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, finds it necessary to acquire land, easements, and/or rights, etc. shown and/or indicated on State Roads Commission of Maryland's

Plat No. 6949 which is duly recorded, or intended to be recorded, among the Land Records of Howard County in the State of Maryland, in order to lay out, open, establish, construct, extend, widen, straighten, grade and improve, etc. under its Contract No-235-2-315 and/or improve in any manner a highway and/or bridge, together with the appurtenances thereto belonging known as the Dorsey Rd. (between N.W. Grade Elm. & Wash. Blvd) as a part of the Maryland State Roads System, and, thereafter use, maintain and/or further improve said highway and/or bridge, and

WHEREAS, the laying out of said highway and/or bridge and their appurtenances, in addition to being required for public convenience, necessity and safety, is a material benefit of the undersigned.

NOW, THEREFORE, THIS DEED AND RELEASE WITNESSETH: That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, forever in fee simple, all our right,

title, and interest, free and clear of all liens and encumbrances, in and to all the land, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the lines designated "right of way line" as shown and/or indicated on the aforesaid plat, all of which plat is made a part hereof, so far as our property and/or our rights may be affected by the said proposed highway and/or bridge and the appurtenances thereto belonging, or in any wise appertaining; and, we, for ourselves, our heirs and assigns, do further release the State of Maryland and the State Roads Commission of Maryland, their members, officers, agents, and employees, from any and all claims or demands, both present and future, for any damages and/or injuries whatsoever caused directly or indirectly by the taking, and use, or improvement etc. of the land, easements, and/or rights, etc. for a public highway and/or bridge and their necessary appurtenances, including the creation or extension of slopes, embankments or excavations in connection therewith or any other matters or things, arising out of or caused by the laying out, opening, establishing, constructing, extending, widening, straightening, grading, improving, further improving, use and maintenance, etc. of the said State Highway and/or bridge and their necessary appurtenances within the area of the land, easements and/or rights, etc. hereby granted together with any change of grade therein or drainage therefrom.

AND the grantors do further grant to the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on the land shown hatched thus  on the above mentioned plat, such drainage structures, stream changes and facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway and/or adjacent property and such slopes as are necessary to retain the said highway and/or adjacent property, it being understood between the parties hereto, however, that at such time as the contour of the land over which this easement is granted is changed so that the easement required for slopes is no longer necessary to support or protect the property conveyed in fee simple, then said easement for slopes shall cease to be effective.

AND the grantors do further grant to the State of Maryland to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on or across the adjacent land of the grantors such waterways and/or inlets and outlets as are necessary in the opinion of the State Roads Commission for the drainage structures indicated in the legend shown in the left hand corner of the above mentioned plat.

AND the grantors do further grant to the State of Maryland to the use of the State Roads Commission of Maryland, its successors and assigns the perpetual right to erect and maintain between October 1st. and April 1st. of each and every year, snow fences, within 100 feet of the land hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected, or with growing crops.

AND the grantors covenant that they have neither done, nor suffered to be done, anything to encumber the property, easements and/or rights, etc. hereby conveyed, and that they will execute such other and further assurances of same

as may be requisite.

AND Glen Burnie Savings and Loan Association of Anne Arundel County joins in this conveyance for the purpose of releasing the land, easements and/or rights, herein conveyed from the operation and effect of any mortgage and/or lien which they hold upon the property of the grantors, retaining their rights as mortgages and/or lienors in and to the remainder of the land not affected by this conveyance.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 7th day of September in the year 1949.

WITNESS: Phyllis D. Nichols Timothy H. Smith (SEAL)

WITNESS: Phyllis D. Nichols Rosa Smith (SEAL)

GLENBURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY

ATTEST:

Fred W. Kuethe Secretary

By: Joseph D. Groh President

(CORPORATE SEAL'S PLACE)

STATE OF MARYLAND, IN AND FOR HOWARD COUNTY:

Before me, a Notary Public of the State and County aforesaid, personally appeared Timothy H. Smith and Rosa Smith and acknowledged to me the foregoing deed to be their act.

WITNESS my hand and Notarial Seal this 7th day of September, 1949.

(SEAL'S PLACE)

Phyllis D. Nichols Notary Public.

My commission expires May 7th, 1951.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

Before me, a Notary Public of the State and County aforesaid personally appeared Joseph D. Groh, the President of the Glen Burnie Savings and Loan Association of Anne Arundel County, and acknowledged the foregoing deed to be the act of the Association.

WITNESS my hand and notarial seal this 14th day of Sept. 1949.

(SEAL'S PLACE)

Fred W. Kuethe Notary Public.

My commission Expires \_\_\_\_\_

Received for record 17th September 1949 at 11:15 o'clock A.M. Same day recorded and examined per,

*William W. Boyler*  
CLERK.

RALPH THOMAS GLADYS THOMAS

MORTGAGE

THE HOME BUILDING SOCIETY OF ELLICOTT CITY

*Phyllis D. Nichols Notary Public*

hundred and Howard County of land, Mortgage

said body of Dollars (\$1) effectual to the interest these present

Five Dollar and Gladys Cott City,

in fee simple Election District

J. R. Curtin referred to a

leading from

35.14 feet agreement of

County in L. Nathaniel C

running parallel

(1) North side ten (210) feet

ly; (2) South side seven one-half

five (25) feet Road; thence

thence north forty (58.57) feet

(0.24) of a

the 3rd day of County in L.

Nathaniel C

(7)

Mailed to Humble Oil Refining Co  
P.O. Box 1211 - Balt 3 - Md  
Oct 9, 1960

OPTIONAL FORM NO. 100  
"FIRST REFUSAL OPTION  
TO BUY AND LEASE"

HUMBLE OIL & REFINING COMPANY (INCORPORATED)  
ECCO STANDARD  
DIVISION OF HUMBLE OIL & REFINING COMPANY  
P. O. BOX 1211  
BALTIMORE 3, MARYLAND  
DATE August 24, 1960

359 PAGE 84

For and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States in hand paid at or before the delivery of this option, and other good and valuable considerations, receipt of which is hereby acknowledged,

EDWARD J. ROBERTS  
227 Washington Boulevard  
Baltimore 27, Maryland

Hereinafter called the "Optionor", hereby gives and grants to HUMBLE OIL & REFINING COMPANY, a Delaware corporation, having an office at 7720 York Road, Towson 4, Maryland,

hereinafter called the "Optionee", an exclusive and irrevocable first refusal option to buy and first refusal option to lease all that lot, tract or parcel of land and premises with the buildings and improvements thereon and the appurtenances thereto belonging, now owned by the Optionor, situate, lying and being in the County of Howard and State of Maryland, more particularly described as follows:

Approximately 113' frontage, bounded by 110' on the south side and 110' on the north side, and an approximately 113' across the rear of the service station, is drawn from the court record of Baltimore County, dated October 7, 1955, between Edward J. Roberts and Rosamette E. Roberts, found in Liber H.L.S. No. 201, folios 17.....

*Edward J. Roberts*  
John

*Edward J. Roberts*

WITNESSES  
.....  
.....

During the term hereof Optionor will not sell, offer or agree to sell or otherwise dispose of said premises or any part thereof nor will Optionor lease, offer or agree to lease said premises or any part thereof unless Optionor shall have first received an acceptable bona fide offer (pertaining solely to the premises described above) for the purchase of said premises or an acceptable bona fide offer (pertaining solely to the premises described above) to lease said premises, and shall have notified Optionee in writing of the terms of the offer or offers making the same and the price, rentals, terms and conditions thereof, and Optionee agrees that Optionee shall thereupon have the prior right to purchase said premises or lease said premises, as the case may be, at the same price as or at the same rentals and upon the same terms and conditions as are contained in said offer. Said right may be exercised at any time within sixty (60) days after Optionee's receipt of such written notice of said offer. Optionee's aforesaid right may be exercised by mailing on or before the last day of said sixty-day period written notice of such exercise to Optionor by registered or certified mail addressed to Optionor at the address above given; and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Optionor.

Upon the exercise of the option to buy, Optionee shall have a period of thirty (30) days thereafter before being obliged to make payment or accept title to the premises unless by the terms and conditions of said offer a period of more than thirty (30) days is specified for the closing, in which case Optionee shall have such longer period.

Within ten (10) days of the exercise of the option to lease, Optioner and Optionee shall enter into a written lease at the same rentals and upon the same terms and conditions as are contained in said offer.

If Optionee fails to exercise its said right to purchase or its said right to lease and for any reason Optioner shall not thereafter sell, convey, lease, grant or lease said premises to the party or parties making said offer at the price or at the rental and upon the terms and conditions thereof, the foregoing conditional prohibition against Optioner's sale or lease or other disposition of said premises shall continue in full force and effect and Optioner's said prior right of purchase and to lease shall apply with respect to any new offer for said premises, all as more particularly provided above.

The term of this option shall commence on the date hereof and shall expire at 9:00 p.m. on the date on which the contract dated between EDWARD J. ROBERTS and the Esso Standard Division of Optionee covering the sale of Optionee's motor fuel shall terminate.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF this option has been duly executed, sealed and delivered the day and year first above written.

WITNESS:

Witness signatures: Oscar L. Moritz J. (Witness), Oscar L. Moritz J. (Witness), and Edna Ruth E. Roberts (Wife of Optioner).

(Both Owner and Spouse Must Sign)

Affix Corporate Seal

OR

ATTEST:

(Corporate Name of Optioner)

By

Secretary

President

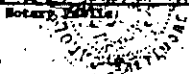
(Complete Here the Acknowledgment of the Optioner, Individual or Corporate as the case may be, in the territory from which the state where the property is situated.)

STATE OF MARYLAND: COUNTY OF BALTIMORE

On this the 17th day of August, 1968, before me, the undersigned officer, personally appeared EDWARD J. ROBERTS and EDNA RUTH E. ROBERTS, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Signature: Carolyn A. [Signature]



Received for record Sept. 17, 1968 at 9:30 o'clock A.M. Same day recorded and examined per Toby H. Mallinckrodt, Clerk.

u

REV. 4-1-60

LESA 379 INC 754

(880)

C-51237

LEASE TO COMPANY

AGREEMENT made this 18 day of December, 1961, by and between EDWARD J. ROBERTS and BERNADETTE E. ROBERTS, his wife, of 6511 Old Washington Blvd. Street, Elkridge 27, Maryland, hereinafter called "Lessor", and HUMBLE OIL & REFINING COMPANY, a Delaware corporation, having an office at 7720 York Road, Baltimore 4, Maryland hereinafter called "Lessee".

March 2, 1962  
 1960 right hand  
 March 4, 1962

WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situated in the Townships of Elkridge County of Howard, State of Maryland more fully described as follows:

LOCATION DESCRIPTION

BEGINNING for the same at an iron pipe set in the northerly line of the Washington-Baltimore Boulevard, said beginning being N. 55° 51' E. 123 feet from the end of the third line in a deed from Rosetta Smith to Edward J. Roberts, et al, thence binding on the northerly line of said Boulevard and on part of the last line of the aforementioned conveyance N. 55° 51' E. 144 feet to an iron pipe, thence leaving said Boulevard N. 37° 39' W. 125.56 feet to an iron pipe, thence S. 55° 51' W. 85 feet to an iron pipe, thence S. 13° 02' 30" W. 8.36 feet to an iron pipe, thence S. 32° 39' E. 109.90 feet to the place of beginning.

Being part of that parcel of land described in a deed from Rosetta Smith (widow) to Edward J. Roberts and Bernadette E. Roberts, his wife, and recorded among the land records of Howard County in Liber R-L-M. 273, Folio 128,

together with all rights of way, easements, driveways and pavement, curb and street front privilege thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, including the property listed under Schedule "A" hereto annexed.

PERIOD TO HOLD the premises hereby demised unto Lessee for ten (10) years, beginning on the 19th day of January, 1962, and ending on the 14th day of January, 1972, on the following terms and conditions:

RENTAL (1) Lessee shall pay the following rent: An amount equivalent to one and one-quarter barrels (1.25) of fuel oil, gallops of gasoline and other motor fuels sold during the month or fraction thereof at said premises by Lessee or its sublessees or assigns, said rental to be payable on or before the 15th day of the month following the month in which the rental is earned; provided that said rental shall in no event be less than THREE HUNDRED DOLLARS (\$300.00) for each successive monthly period hereof, and pro rata for any fraction of a month. Lessee shall keep, or cause to be kept, such records as will accurately show the number of gallops of gasoline and other motor fuel sold at the demised premises and will permit Lessor to inspect such records at any time and from time to time during business hours when Lessor desires so to do.

RENEWAL (2) Lessee shall have the option of renewing this lease for one (1) additional periods of one (1) year each, the date of such renewal to begin on the expiration of the original term herein granted, and such renewal shall be subject to the same terms and conditions as herein set forth, and such renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

(3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such default payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

of 11/10/62  
 PER  
 TITLE

**PERMITS AND ORDINANCES**

(4) Lessor represents that all necessary licenses, consents and permits have been obtained to permit the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and that any and all such licenses, consents and permits required therefor which have been taken out are valid and now in force and effect. Lessor agrees to transfer to Lessee any and all such permits or licenses if such permits or licenses are transferable.

**IMPROVEMENTS**

In case such necessary licenses, consents and permits to operate a drive-in gasoline service station upon such premises shall be heretofore revoked without fault of Lessee, or if the use of the premises herein demised for any purposes enumerated above shall be in any manner restricted or prohibited by reason of any law, ordinance, injunction, regulation or order of any properly constituted authority, then Lessee shall have the right at its option to terminate this lease by giving ten days' written notice of its intention so to do and shall thereupon be relieved from all liability hereunder.

(5) Lessee may move, remove or alter any building, structure, tank, curbing, pavement or driveway now or hereafter placed on said premises and may construct, build and place upon said premises such buildings, structures, tanks, curbing, pavement, driveways, machinery and other equipment as shall in its opinion be necessary or desirable to use and operate said premises, and may perform any and all acts necessary to the conduct of its business.

Lessor agrees that all buildings, structures, tanks, machinery, equipment and all other property owned by Lessee heretofore or hereafter placed upon the premises, whether annexed to the freehold or not, shall remain the personal property of Lessee, and Lessee shall have the right and privilege (but shall be under no obligation) to remove such property at any time during the period of this lease or any renewal thereof.

Upon the expiration or termination of this lease or any renewal thereof, Lessee shall have a period of thirty (30) days within which to remove its property or negotiate its sale to an incoming tenant or supplier. The leaving of such property on the premises during said period, shall not make Lessee liable for storage charges or rent, and shall not constitute a hold-over tenancy.

**TAXES ASSESSMENTS**

(6) Lessee agrees to pay during the term of this lease all charges for water, gas and electric current that may be consumed on said premises and will pay all taxes on any and all property owned by Lessee upon the premises. Lessor agrees to pay all other taxes, assessments and betterments now or hereafter levied against the premises when due and payable, and if Lessor in fact so do Lessee shall have the right to make such payments for the account of Lessor, and in such event may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary (only to reimburse Lessee, or may require Lessor to make reimbursement to Lessee).

**SUB-LETTING DEFAULT**

(7) Lessee may sublet all or any part of the premises but no such subletting shall release the Lessee from its obligations hereunder.

(8) Anything herein contained to the contrary notwithstanding, Lessor agrees not to exercise any landlord's remedies against Lessee by reason of any default unless and until Lessor shall have given to Lessee written notice by registered mail of the default and unless Lessee shall have failed to remedy such default within a period of thirty (30) days from its giving of such notice.

**WAIVER**

(9) No waiver by either party, or his or its successors or assigns, of any breach of any of the covenants or conditions herein contained to be performed by the other party, shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

**REPAIRS PREMISES RENDERED UNFIT**

(10) Lessor agrees at Lessor's own cost and expense to cause the premises to be repaired and to make promptly any and all repairs to the demised property including (but not limited to) repairs and improvements as required by public authority. In case the premises in Lessee's opinion are rendered unfit for operation as a drive-in gasoline service station by reason of fire, storm, explosion or any other cause, no rental shall accrue or be to be paid from the beginning of such unfitness until the property is returned to a tenable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in making any such repairs, improvements or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary repairs done for the account of Lessor, and Lessee shall pay Lessor, upon demand, the expense thereof. If Lessor fails so to reimburse Lessee the expense of such repairs, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

**USE OF PREMISES**

(11) Lessee covenants and agrees to make no unlawful or offensive use of the premises and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments.

**TAKING BY PUBLIC AUTHORITY**

(12) If the demised premises or any part thereof shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of Lessee is not suitable for the operation of a drive-in gasoline service station, this lease, at the option of Lessee, shall terminate without further liability on the part of Lessee, or the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking, whether made separately or as part of a general award.

**CANCELLATION**

(13) Lessor shall have the right to terminate this lease or any renewal thereof at any time by giving Lessor thirty (30) days' written notice of Lessee's intention so to do and paying to Lessor as consideration for said termination an amount which shall be determined by multiplying the average monthly rental paid during the preceding twelve months (or during the expired term if less than twelve months) by the number of full years then remaining before the expiration of the term of this lease.

**FIRST REFUSAL OPTION**

(14) Lessor will not sell or otherwise dispose of the demised premises or any part thereof during the term of this lease or of any extension or renewal thereof unless Lessor shall have first received a separate acceptable bona fide offer for the purchase of the demised premises, and shall have notified Lessee in writing of the names of the party or parties making the same and the price, terms and conditions thereof; and Lessor agrees that Lessee shall thereupon have the prior right to purchase the demised premises at the same price and upon the same terms and conditions as are contained in such offer. Said right may be exercised at any time within sixty (60) days after Lessee's receipt of such written notice of said offer. Lessee's aforementioned

UNDER 313 PAGE 100

*Handwritten initials and scribbles*

right may be exercised by mailing at least two days before the date on which this option shall expire written notice of such exercise to Lessor by registered mail addressed to Lessor at the address above given; and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Lessor. Upon the exercise of the option Lessee shall have a period of thirty (30) days thereafter before being obliged to make payment or accept title to the premises unless by the terms and conditions of said offer a period of more than thirty (30) days is specified for the closing, in which case Lessee shall have such longer period. Any sums owing by Lessor to Lessee at the time of closing by virtue of any provision in this lease shall be deducted from the purchase price. If Lessee fails to exercise its said right to purchase, and for any reason Lessor shall not thereafter sell or convey the demised premises to the party or parties making said offer at the price and upon the terms and conditions thereof, the foregoing conditioned prohibition against Lessor's sale or other disposition of the demised premises shall continue in full force and effect and Lessee's said prior right of purchase shall apply with respect to any new offer for the demised premises, all as more particularly provided above. The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**LIABILITY**

(15) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

**NOTICES**

(16) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

**HOLDOVER TENANCY**

(17) If Lessee, after giving notice of intention not to exercise renewal privileges in Clause 8 hereof provided or at the end of all of said renewal periods, holds over the premises herein described beyond the termination by limitation of the term without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

**QUIET ENJOYMENT**

(18) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.



The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.  
IN WITNESS WHEREOF, the parties have duly executed this Agreement and affixed their respective seals thereto the day and year above written.

*Signature of Joseph C. Roberts*  
Joseph C. Roberts (L. S.)  
*Signature of Oda E. Roberts*  
Oda E. Roberts (L. S.)  
*Signature of Edward J. Roberts*  
Edward J. Roberts (L. S.)  
*Signature of Bernadette T. Roberts*  
Bernadette T. Roberts (L. S.)

**HUMBLE OIL & REFINING COMPANY**

*Signature of J. C. Davis*  
J. C. Davis  
Asst. Secretary

*Signature of I. B. Killian*  
I. B. Killian  
Vice-President

All blank spaces to be filled in prior to execution.  
See over for "Acknowledgment of the Lessor"



(Incorporate here the acknowledgment of the Lessor in the statutory form of the state where the leased property is situated.)

STATE OF MARYLAND:  
COUNTY OF BALTIMORE: SS

On this the 14th day of December, 1961, before me a Notary Public, the undersigned officer, personally appeared EDWARD J. ROBERTS and BERNADETTE E. ROBERTS, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]  
Notary Public



(Corporate acknowledgment for Lessee)

STATE OF NEW YORK : SS  
COUNTY OF NEW YORK:

On this the 14th day of February, 1962, before me MADLEINE A. KAPPAUF, the undersigned officer, personally appeared J. C. Killian who acknowledged himself to be the Vice-President of HUGULE OIL & REFINING COMPANY, a corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]  
Notary Public



MADLEINE A. KAPPAUF  
Notary Public, State of New York  
No. 30-2042-1  
Qualified in New York County  
Cert. filed in the City of New York  
Term Expires March 10, 1963

SCHEDULE "A"

- 1 - Two-Bay Stucco Service Station Building Complete with Driveways
- 1 - Globe Ball-On Lift
- 1 - 1/2 H.P. Air Compressor

Received for record Feb. 16, 1962 at 10:00 o'clock A.M. Same day recorded and examined per W. Harvey Hill, Clerk

UGL 379 PAGE 757

(V)

356 REG 291

PL 3173

The undersigned hereby grant to BALTIMORE GAS AND ELECTRIC COMPANY, its successors, license, and assigns, for value received, the right to construct, operate and maintain electric and telephone lines, including the necessary poles, crossarms, electric, telephone and other wires, back of wires, insulators, cables, street lights and equipment over the property of the undersigned situated on the WEST SIDE WASHINGTON BLVD. SOUTH OF HILLSIDE LANE in 1ST DIST HOWARD County and acquired from ROSSETTA SMITH, WIDOW AND FROM HARRY T. SOWERS AND WIFE

by and in deed CYTHON 7145, 9 HENRIETTA PL and recorded among the Land Records of HOWARD County in Libers R.H.M. No. 273, folio 378 R.N.M. No. 343, and 535

Together with the right to have access at all times to the lines, extend them to adjacent properties, straggle wires between any poles and from the nearest pole to any building, and trim, lay, or cut down trees adjacent to the wires to provide ample clearance. No buildings or structures are to be erected under or over the lines.

The lines are or are to be located ALONG AND ADJACENT TO WASHINGTON BOULEVARD AS NOW BE HEREAFTER LOCATED. ALSO BEGINNING AT WASHINGTON BOULEVARD APPROXIMATELY 375 FEET SOUTH OF HILLSIDE LANE AND EXTENDING IN A WESTERLY DIRECTION APPROXIMATELY 293 FEET THENCE IN A SOUTHERLY DIRECTION APPROXIMATELY 70 FEET

WITNESS OUR hand and seal this 18TH day of JULY 1960

WITNESSES: Edward James Roberts (SEAL) Edward James Roberts  
Bernadette E. Roberts (SEAL) Bernadette E. Roberts  
STATE OF MARYLAND  
HOWARD COUNTY

I HEREBY CERTIFY, that on this 18TH day of JULY 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for HOWARD COUNTY, aforesaid, personally appeared EDWARD JAMES ROBERTS AND BERNADETTE E. ROBERTS and acknowledged the foregoing agreement to be THEIR act and deed.

WITNESS my hand and Notarial seal. Edison A. Isaacs Notary Public

Washed to handle  
July 19, 1960

STREET VIEW

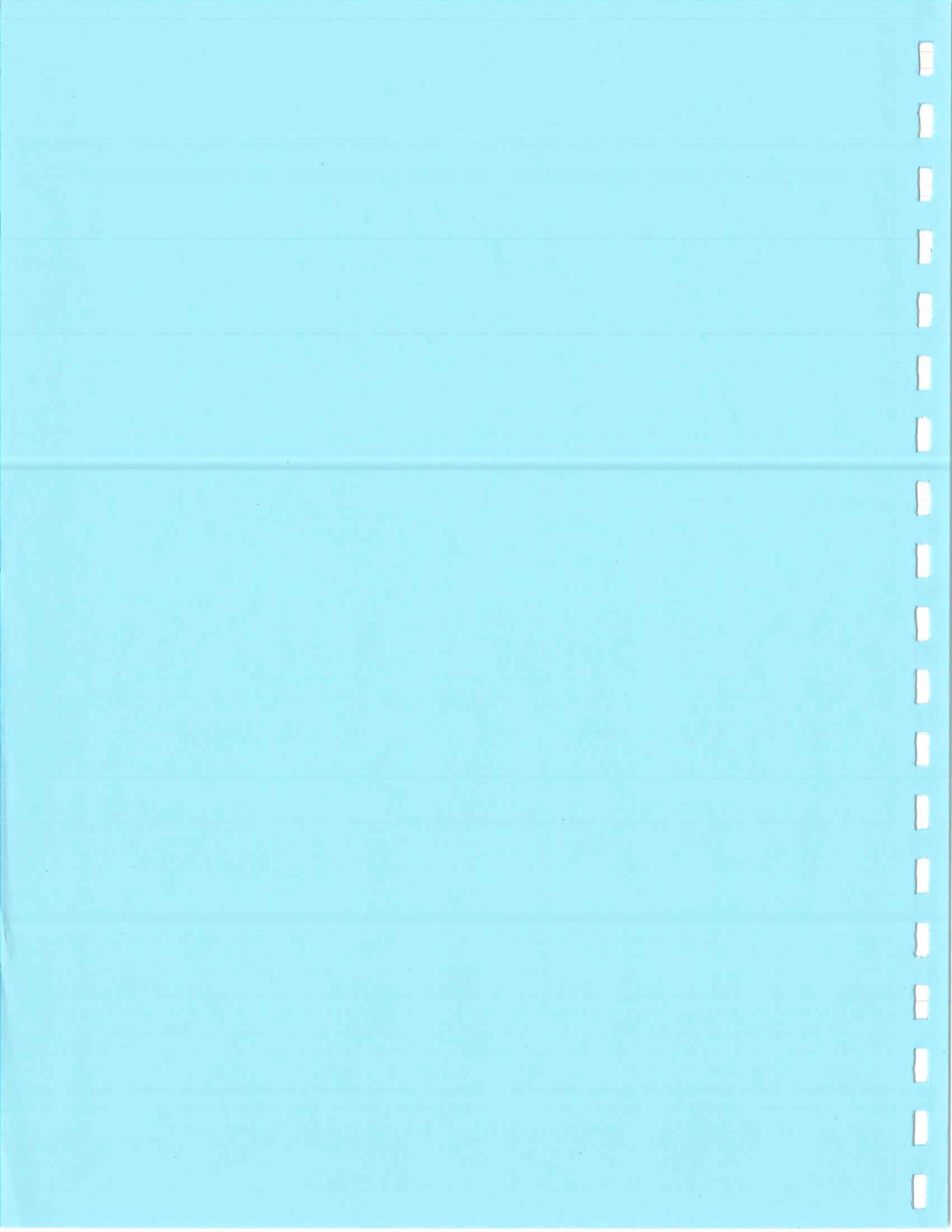
000001 87411 4 1 A 301 (END)

NO STAMP REQUIRED



ROBERTS, EDWARD JAMES & BERNADETTE E. 7-18-60

Received for record July 29, 1960 at 10-00  
clocked by John H. [unclear] and examined by  
Bobby E. [unclear]



# TitleAmerica

February 14, 2002

Department of Public Works  
3430 Courthouse Drive  
Ellicott City, MD 21043

Attn: Tina Hackett, Chief  
Real Estate Services

Re: Project N-3918  
Troy Hill Park  
State Highway Property  
Our file 02-9569

Dear Ms Hackett;

In accordance with your request we have examined the title to the portion of parcel 186, tax map 37, as shown on the survey prepared by Jefferson Hobbs dated April 24, 2001 as parcel 186-a (Sowers to State Highways) containing 2.7261 acres.

This is the balance of the property in a deed dated December 7, 1970 and recorded at CMP 548-87 from Harry T. Sowers and Viola V. Sowers, his wife.

The property is subject to the following:

1. Right to water in well in a deed dated February 8, 1936 and recorded at 153-541 from Elmore S. Clayton and wife to Elmore S. Clayton, Jr.
2. Right of Way from Elmore S. Clayton and wife to AT & T. dated August 21, 1929 and recorded in HSK 137-109.
3. Lease dated April 4, 1930 from Elmore S. Clayton and wife to Standard Oil of New Jersey recorded at H.S.K. No. 138-440.

Our title examination does not include the running of the grantor-grantee index of the State in the Land Records nor have judgments been run on the State.

Copies of the documents in the title chain and the exceptions are enclosed for your use.

Very truly yours,  
TitleAmerica

  
John H. Ditto, Jr.

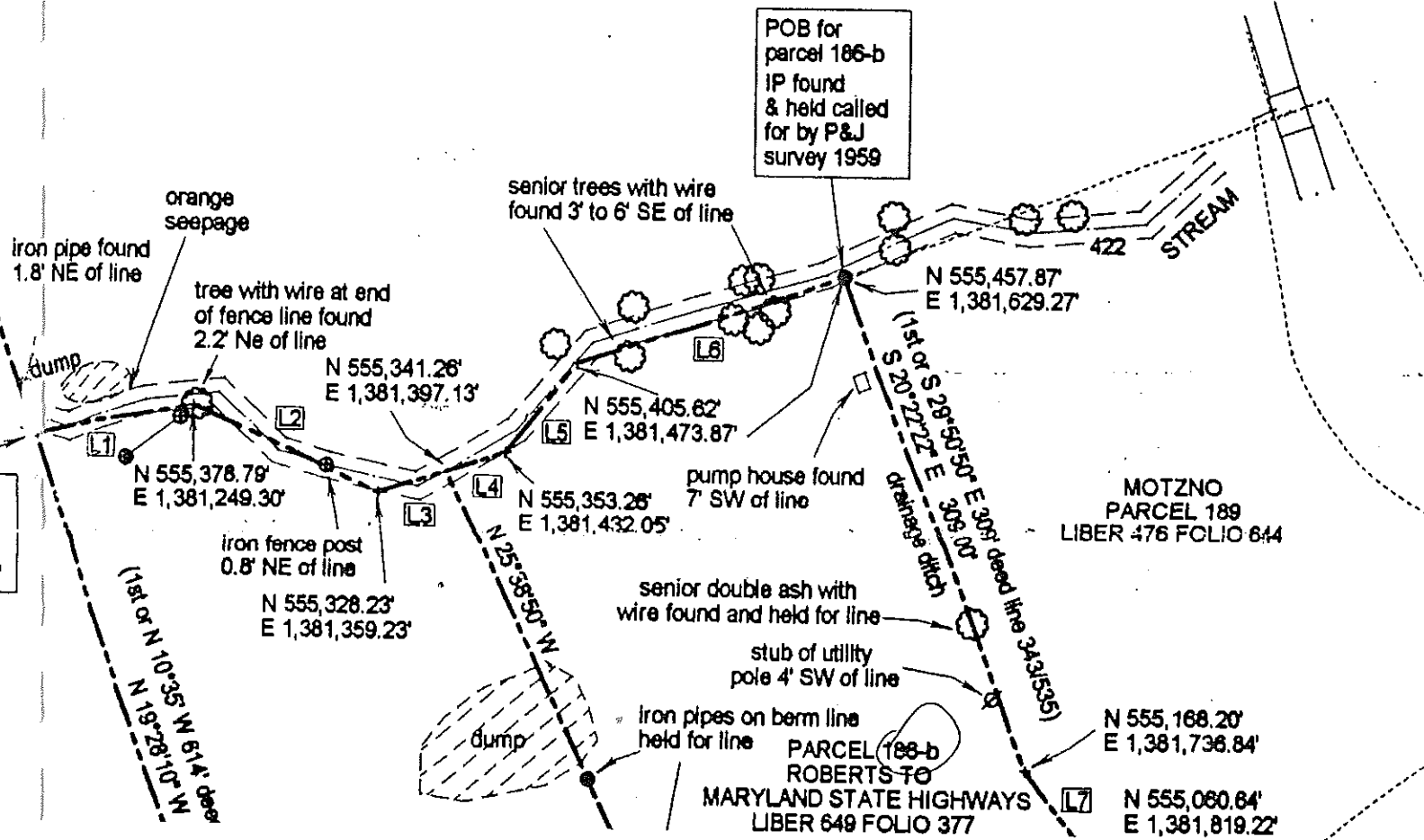
JHDJr:hs

...BY THIS OFFICE.

2. ALL COORDINATES SHOWN HERE ON ARE BASED ON THE MARYLAND REFERENCE SYSTEM NAD 83 AS PROJECTED BY HOWARD COUNTY, MARYLAND GEODETIC CONTROL GPS STATIONS 37BB, 37F3, 37IA, 38D6, BAS2.

3. THE PURPOSE OF THIS SURVEY AND PLAT IS TO DETERMINE THE BOUNDARIES AND AREA OF THOSE PORTIONS OF THE BELOW MENTIONED PARCELS THAT LIE OUTSIDE THE STATE OF MARYLAND RIGHT-OF-WAY FOR ROUTE 1 AND ROUTE 100.

HOWARD COUNTY, MARYLAND  
PARCEL 185  
LIBER 4933 FOLIO 437



FREDERICK W. BAKER

PARCEL 186 A

DEED  
 12-13-20 20 acres  
 HBN 111-365  
 dis - CHARLES A. THOMPSON n/w } 1/3-1/6  
 CAROLINE T. THOMPSON n/w } 1/3-1/6  
 CHARLES ST. CLAIR THOMPSON n/w } 1/3-1/6  
 EMMA REBECCA THOMPSON n/w

DEED  
 4-24-21 8.023 ac  
 HBN 122-774  
 ELMORE S. CLAYTON n/w  
 MARIE K. CLAYTON n/w

DEED OFF  
 1.314 ac  
 2-8-36  
 B.M. 153-541  
 ELMORE S. CLAYTON JR

DEED  
 2-8-36  
 B.M. 153-539  
 HEWLETT B. COY, TRUSTEE

R/W  
 6-21-29  
 HSK 137-109  
 AT&T

DEED  
 6-5-44  
 B.M. 182-39  
 ELMORE S. CLAYTON SR  
 MARIE K. CLAYTON

Contract of Sale  
 Contract to  
 ALAMO P. WOODRALL LHM

LEASE  
 4-4-30  
 HSK 138-440  
 STANDARD OIL OF  
 NEW JERSEY

Subj to R/W DEED  
 6-21-44 5.278 ac  
 B.M. 182-40  
 HARRY G. CRAWFORD n/w  
 DONOVAN M. CRAWFORD n/w

DEED  
 12-18-46 5.278 ac  
 MW 3194-710  
 HARRY T. SOWERS n/w  
 VIOLA V. SOWERS

DEED OFF  
 2.400 ac  
 11-17-79  
 RHM 343-535  
 JAMES EARL ROBERTS n/w  
 BERNADETTE ELMO BIRD ROBERTS n/w

DEED  
 12-7-70 5.258 ac  
 CMP 548-67  
 STATE ROADS COMM.  
 S/E 343-535 of 2.40 ac

111-365

FREDERICK W. BAKER and VIRGINIA BAKER, his wife.	\$2.50 July	1878, made this 13th day of Dec-
	Cancelled	ember, in the year nineteen hundred and
DEED TO	Revenue	twenty, by Frederick W. Baker and Vir-
CHARLES A. THOMPSON	Stamps.	ginia Baker, his wife, both of Howard
and others.		County and the State of Maryland.

*Returned to Baltimore office  
Jan 25th 1921 per [unclear]*

WITNESSETH, that in consideration of Five Dollars (\$5.00), and other valuable considerations, the said Frederick W. Baker and Virginia Baker, do grant and convey unto Charles A. Thompson and Caroline T. Thompson, his wife, and Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, in the shares, and by the estates, hereinafter expressed, all that piece or parcel of ground, situate and lying in said Howard County, comprising part of that tract of land which by deed dated the 12th day of August, 1878, and recorded among the Land Records of said Howard County in Liber L. J. W. No. 39, folio 553 etc., was granted and conveyed by Louisa Y. Berry and John B. N. Berry to George Baker, and which said part hereby intended to be conveyed, is, according to a survey made by John T. R. R. Carroll on the 11th day of November, 1920, more particularly described as follows, that is to say: BEGINNING for the same at a stone set at the end of said deed from Berry to Baker (said stone is on the South side of a private road used in common, and four feet North of a cedar tree); thence running with the remainder of said third line, (1) North seventy and one-quarter degrees East twelve and one-half perches, to the end of said line; thence still with the outline of said deed, and bounding on the South and West sides of said private road, (2) North seventy four and one-quarter degrees East eight perches; (3) South seventy five and one-quarter degrees East ten perches; (4) South sixty one degrees East six perches; (5) South thirty five degrees East fourteen perches; (6) South seventy five degrees East eight and three-quarters perches, to the point where the poplar tree stood; thence still with the same bearing, (7) South seventy five degrees East one-half of a perch, to the end of the second line of a deed from Anthony M. Johnson to Theodore Tubman, made in the year 1857; thence reversely with a part of said line, (8) South fifteen and one-quarter degrees East thirty one perches and twenty-two links, to the centre of the branch, and to the Northeast corner of that lot which by deed dated the 9th day of February, 1915, and recorded among said Land Records in Liber W.F.L.C. No. 98, folio 422 etc., was granted and conveyed by the said Frederick W. Baker and others to Charles T. Horton and Kate Horton, his wife; thence reversely with the fourth, third and second lines of said deed, (9) South seventy four degrees twenty minutes West two hundred and seventy four feet to the Black Oak tree on the South bank of said branch heretofore bounded; thence (10) South fifteen degrees twelve minutes East three hundred and nine feet, to the double Ash tree; thence (11) South thirty two degrees eleven minutes East two hundred and

fifty eight feet, to the centre of the culvert on the Boulevard, and to intersect the eighty perches line of the above named deed from Berry to Baker; thence with a part of said line, and bounding on the centre of the Boulevard, (12) South fifty three degrees thirty five minutes West thirty six and one-half perches, to a point in the centre of said boulevard, opposite a stone set on the North side of said boulevard; thence (13) North twelve and three-quarters degrees West one hundred and six and one-quarter perches, to the place of beginning; containing and now laid out for twenty two acres of land, more or less.

George Baker, the grantee in the above mentioned deed from Louisa Y. Berry and John B. N. Berry, died intestate, seized of the above described land, and leaving Louisa Boucher, a daughter, the said Frederick W. Baker, a son, and Caroline L. Baker, his widow, surviving him, and by deed dated the 29th day of August, 1900, and recorded among said Land Records of Howard County in Liber J. H. O. No. 72, folio 371 etc., the said Louise Boucher and William Boucher, her husband, and Caroline L. Baker, conveyed all their right, title and interest in and to said land, to the said Frederick W. Baker and Virginia Baker, his wife.

TOGETHER with the buildings and improvements thereon, and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Charles A. Thompson and Caroline T. Thompson, his wife, and Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, in the shares, and by the estates, following, that is to say, one equal undivided third part to the said Charles A. Thompson and Caroline T. Thompson, his wife, as tenants by the entirety, and two equal undivided third parts to the said Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, as tenants by the entirety.

AND the said Frederick W. Baker and Virginia Baker covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

AS WITNESS THEIR HANDS AND SEALS, the day and year first above written.

TEST:	Frederick W. Baker	(SEAL)
	Mary E. T. Sanner.	Virginia Baker
		(SEAL)

STATE OF MARYLAND, HOWARD COUNTY, Notary:

I HEREBY CERTIFY, That on this 13th day of December, 1920, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared Frederick W. Baker and Virginia Baker, his wife, and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.  
(SEAL'S PLACE)

Mary E. T. Sanner  
Notary Public;

Received for Record 13<sup>th</sup> Dec 1920 at 11-40 o'clock A. M. Same day recorded and examined per.

*Hart O. Hall* Clerk.



474

Elmore S. Clayton and wife.

TO HAVE AND TO HOLD, the aforesaid lot of ground and premises, unto and to the use of the said parties of the second part, their heirs and assigns, free, clear and discharged from the legal operation and effect of said mortgage, the said party of the first part hereto retaining the lien of its said mortgage on all that property described in said mortgage, not hereby released.

WITNESS, the signature of the said The Maryland, Virginia Joint Stock Land Bank of Baltimore, by the hand of Sifford Pearre its Vice President, and its corporate seal hereto affixed, attested by its Secretary.

(CORPORATE SEAL)

THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK  
OF BALTIMORE,

ATT:ST:

Wm. A. Owings,  
Secretary.

By. Sifford Pearre  
Vice-President.

WITNESS:

Alice K. Scanlan

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of April, in the year one thousand, nine hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Sifford Pearre the Vice President of The Maryland-Virginia Joint Stock Land Bank of Baltimore, the within named releasor, and he acknowledged the foregoing Partial Release of Mortgage to be the act of the said body corporate.

AS WITNESS, my hand and Notarial Seal.

(SEAL'S PLACE)

Alice K. Scanlan  
Notary Public.

Received for record 27<sup>th</sup> Apr. 1925 at 3:50 o'clock P. M. Same day recorded and examined per

Walt B. Holl, Clerk.

122-474

122/474  
CAROLINE T. THOMPSON, ET AL,  
DEED TO  
ELMORE S. CLAYTON, AND WIFE.

\$3.00 Duly  
Canceled  
Revenue  
Stamps.

THIS DEED, Made this 24th  
day of April, in the year one  
thousand nine hundred and twenty-  
five, by and between CAROLINE T.

THOMPSON, Widow, and CHARLES St. CLAIR THOMPSON and EMMA REBECCA THOMPSON, his wife,  
of Howard County, in the State of Maryland, parties of the first part, and ELMORE  
S. CLAYTON and MARIE K. CLAYTON, his wife, of the aforesaid County and State, parties  
of the second part.

122-474  
7 Oct 1925 (see index)  
Mailed to Mrs. B. Robinson

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said ELMORE S. CLAYTON and MARIE K. CLAYTON, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her, heirs and assigns, in fee simple, all that lot of ground situate in First Election District of Howard County, in the State of Maryland, and described as follows, that is to say:

BEGINNING, - for the same at a point in the centre of the Baltimore and Washington Boulevard, said point of beginning, being intended to be at the end of the eleventh line of the whole tract of land which by Deed dated December 13th, 1920, and recorded among the Land Records of Howard County in Liber H. B. N. No. 111, folio 365, was granted and conveyed by Frederick W. Baker and wife to Charles A. Thompson, et al, thence reversely along the said eleventh line as now run north thirty degrees west two hundred and fifty-eight feet to an Ash Tree, (called in the aforesaid Deed to Thompson et al, a double Ash Tree), thence reversely along the tenth line of said whole tract of land above referred to, as now run north thirteen degrees west three hundred and nine feet to Black Oak Tree standing on the south bank of a branch, thence south sixty-eight degrees forty minutes west two hundred and sixty-five feet thence north fifty-six degrees twenty-five minutes west one hundred and sixty-seven feet, thence south eighty-eight degrees fifteen minutes west one hundred feet to a stone situate in the Thirteenth line of the whole tract of land described in the above referred Deed from Baker to Thompson et al thence reversely along the thirteenth line as now run south ten degrees thirty-five minutes east nine hundred and five feet to the centre of the Baltimore and Washington Boulevard thence along the centre of said Baltimore and Washington Boulevard as now run north fifty-five degrees twenty-five minutes east six hundred and two and two-tenths feet to the place of beginning. Containing eight and twenty-three one-thousandths acres of land, more or less.

BEING, - a portion of the tract of land which by Deed dated December 13th, 1920 and recorded among the Land Records of Howard County in Liber H. B. N. No. 111, folio 355, was granted and conveyed by Frederick W. Baker and wife, to Charles A. Thompson and Caroline T. Thompson his wife, Charles St. Clair Thompson and Emma Rebecca Thompson, his wife. The said Charles A. Thompson having since departed this life.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto and to the use of the said Elmore S. Clayton and Marie K. Clayton, his wife as tenants by the

entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said Grantors, hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that they will warrant specially the property hereby granted and conveyed, and they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:	Caroline T. Thompson	(SEAL)
	Charles St. Clair Thompson	(SEAL)
Harry Kuszmaul	Emma Rebecca Thompson	(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of April, in the year one thousand nine hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, and they acknowledged the foregoing Deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

(SEAL'S PLACE)

Harry Kuszmaul  
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 24th day of April, in the year one thousand nine hundred and twenty-five, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Caroline T. Thompson, widow, and she acknowledged the foregoing Deed to her act, and in my presence signed the same.

AS WITNESS, my hand and notarial seal.

Harry Kuszmaul (SEAL'S PLACE)  
Notary Public.

Received for record 27<sup>th</sup> Apr. 1925 at 3:50 o'clock P. M. Same day recorded and  
and examined per

Wm. B. Hall, Clerk.

*Rec'd in Deed  
of Elmore S. Clayton  
for Hewlett B. Cox  
for Hewlett B. Cox*

ELMORE S. CLAYTON and  
MARIE K. CLAYTON,  
his wife,

DEED TO

HEWLETT B. COX,  
trustee.

THIS DEED, Made this 8th day of February,  
in the year one thousand nine hundred and thirty-  
six, by and between Elmore S. Clayton, of Howard  
County, Maryland, and Marie K. Clayton, his wife,  
of Anne Arundel County, Maryland, of the first  
part, and Hewlett B. Cox, Trustee, as hereinafter  
set forth, of the City of Baltimore, State of

Maryland, party of the second part.

WITNESSETH, That in consideration of the sum of Five Dollars (\$5.00) and  
other good and valuable considerations, the receipt whereof is hereby acknowledg-  
ed, the said Elmore S. Clayton and Marie K. Clayton, his wife, do grant and con-  
vey unto the said Hewlett B. Cox, in trust and confidence, however, and to his  
successor or successors in said trust, in trust and confidence, however, for the  
trust and uses hereinafter set forth, all that lot of ground and premises situate  
in the County of Howard, State of Maryland aforesaid, and described as follows,  
that is to:—

BEGINNING for the same at a point on the northwest side of The Baltimore and  
Washington Boulevard South 55 degrees West 597 feet from the center of a concrete  
culvert at the end of a division line between the Clayton and Horton properties;  
thence North 10 degrees 35 minutes West 857 feet to an iron pin; thence North 88  
degrees 15 minutes East 96 feet to an iron pin; thence south 56 degrees 25 min-  
utes East 121 feet to an iron pin; thence North 79 degrees 55 minutes East 77 feet  
to an iron pin; thence north 47½ degrees east 87 feet to an iron pin; thence North  
82 degrees East 182 feet to a black oak tree; thence South 13 degrees East 309  
feet to an ash tree; thence south 30 degrees east 228 feet to the concrete culvert  
therefore described; thence South 54 degrees 50 minutes West 597 feet along the  
north-west side of the Baltimore and Washington Boulevard to the point of begin-  
ning, containing in all 7.845 acres more or less, subtracting that lot conveyed  
to Elmore S. Clayton, Jr.

BEING the same lot of ground described in a deed from Caroline S. Thompson  
and Charles St. Clair Thompson and wife, to the said grantors, dated April 24,  
1925, and recorded among the Land Records of said Howard County in Liber H. B. H.  
182, subtracting therefrom that lot conveyed to Elmore S. Clayton, Jr. folio 474  
et cetera.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters,  
privileges, appurtenances and advantages thereto belonging, or in anywise apper-  
taining.

TO HAVE AND TO HOLD the said described lot of ground and premises unto and  
to the use of the said Hewlett B. Cox, Trustee and his successor or successors in  
said trust, in trust and confidence, however, for the following uses and purposes,  
to wit:

To manage said property; to collect the rents and incomes thereof, to pay  
all proper expenses thereon and to annually divide the net income thereof between

the said Elmore S. Clayton and Marie K. Clayton, his wife, in equal proportions, and not into the hands of any other person or persons claiming by, through or under, him or her or them, so that his or her receipt, respectively, alone, shall be a full acquittance for the proceeds so unto them respectively paid; and upon the death of either, to pay the net income unto the survivor of them, to be paid as aforesaid, With power in said Trustee and his successor or successors, to sell, exchange, lease, convey, mortgage, or otherwise dispose of said property in his discretion, without application to any Court or Judicature whatsoever; the purchaser not to be bound to look to the application of the purchase money; and, upon the sale of said property to divide the net proceeds of said sale equally between and among Elmore S. Clayton and Marie K. Clayton, his wife, and the survivor of them, and to pay unto the hands of them, respectively, alone, and not into the hands of any person or persons claiming by, through, or under, him, her, or them, so that his or her receipt, respectively, alone, shall be a full acquittance for the said proceeds of said sale so unto them respectively paid, and thereupon, said trust shall cease.

AND this Deed further witnesseth, that in the event of the death of the said Hewlett B. Cox, Trustee as aforesaid, prior to the termination of the trust hereby imposed upon him, the said David L. Elliott shall be and he is hereby appointed Trustee in the stead and place of the said Hewlett B. Cox with all the powers, rights, and duties hereby granted and imposed upon the said Hewlett B. Cox in relation to the property hereby conveyed.

AND this Deed further witnesseth that in the event of the death of either of said grantors prior to the termination of the trust hereinbefore created, the survivor is to hold the property herein conveyed, in his own right, free, clear and discharged of said trust; and thereupon said trust shall cease. Said Hewlett B. Cox, Trustee as aforesaid and his successor or successors, to have and to hold the said described lot of ground and premises in fee simple absolutely and forever subject, however, to the existing mortgage.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, so encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS THE HANDS and seals of said grantors.

TEST: Helen E. Velden.

Elmore S. Clayton, Sr. (SEAL).

Marie K. Clayton. (SEAL).

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of February, in the year one thousand nine hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, but acting for Howard and Anne Arundel Counties, personally appeared Elmore S. Clayton and Marie K. Clayton, his wife, and they acknowledged the foregoing Deed to be

(D)

182-39

FOR VALUE RECEIVED, The Central Bank of Howard County, Maryland, a body corporate, hereby release the within mortgage.

AS WITNESS ITS CORPORATE SEAL attested by its Cashier, and the Signature of Arthur K. Pickett, its Vice-President, this 22 day of Aug. 1946.

Test: Lucy B. Essler  
CENTRAL BANK OF HOWARD COUNTY, MARYLAND,  
a body corporate  
Attest: By: Arthur K. Pickett  
Evans Ashmore Vice President  
Cashier (Corporate Seal's Place)

Release filed for record August 24, 1946. Same day recorded and examined per.

Benz Miller, Jr.  
Clerk.

HEWLETT B. COX, Trustee,  
DEED TO  
ELMORE S. CLAYTON, SENIOR  
and MARIE K. CLAYTON

THIS DEED, Made this 8th day of June, in the year  
nineteen hundred and forty-four, by Hewlett B. Cox,  
trustee as hereinafter set forth, of Baltimore City,  
in the State of Maryland.

WHEREAS, by deed and agreement dated the 8th day of February, 1936, and recorded among the Land Records of Howard County in Liber B. M., Jr., No. 153, Folio 539, etc., Elmore S. Clayton, Senior, therein called Elmore S. Clayton, and Marie K. Clayton, then his wife, did convey unto the said Hewlett B. Cox, upon certain trusts, the land hereinafter more particularly described; and,

WHEREAS, by said deed of trust and agreement, the said Hewlett B. Cox, trustee, was authorized and empowered to sell, exchange, lease, convey, mortgage, or otherwise dispose of said property in his discretion, without application to any Court of judicature whatsoever; and,

WHEREAS, it is the desire of the parties to said deed of trust to terminate said trust and to that end these presents are executed.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and the sum of one dollar, the said Hewlett B. Cox, trustee as aforesaid, in pursuance of the power and authority conferred upon him by the aforesaid deed of trust and agreement, does hereby grant and convey unto the said Elmore S. Clayton, Senior and Marie K. Clayton, in fee simple, all that piece or parcel of land situate and lying on the Baltimore and Washington

said Howard County which, by the deed of trust and agreement dated and recorded as aforesaid, was granted and conveyed by the said Elmore S. Clayton Senior, therein called Elmore S. Clayton, and Marie K. Clayton to the said Hewlett B. Cox, trustee, and therein more particularly described and referred to.

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Elmore S. Clayton, Senior, and Marie K. Clayton in the same manner as if said deed of trust and agreement had never been executed and free, clear, and discharged of the operation and effect of said deed of trust and agreement.

AS WITNESS the hand and seal of the said Hewlett B. Cox, trustee, the day and year first hereinbefore mentioned.

Test: Hewlett B. Cox, trustee (SEAL)  
Jeanne Callahan

STATE OF MARYLAND, BALTIMORE CITY, Notary Public:

I HEREBY CERTIFY, That on this 8th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Baltimore City aforesaid, personally appeared Hewlett B. Cox, and acknowledged the aforesaid deed to be his act as trustee as therein set forth.

AS WITNESS MY HAND AND NOTARIAL SEAL.  
(SEAL'S PLACE) Sol C. Berenholtz, Notary Public.

Received for record 23rd June 1944 at 2:50 o'clock P. M. Same day recorded and examined per,

*Henry Miller*  
CLERK

*Approved 12/2/44 for Henry G. Crawford for Clerk*

ELMORE S. CLAYTON, SENIOR, and MABEL REIMSNIIDER CLAYTON, his wf., MARIE K. CLAYTON, divorced and unmarried, and HAWO P. WOODALL, unmarried.	\$4.95 Duly Cancelled Revenue Stamps	\$4.30 Recordation Tax Stamps
DEED TO HARRY G. CRAWFORD and DOROTHY M. CRAWFORD, his wife		

THIS DEED, Made this 21st day of June, in the year nineteen hundred and forty-four, by Elmore S. Clayton, Senior, and Mabel Reimsnider Clayton, his wife, both of Howard County, in the State of Maryland, Marie K. Clayton, divorced and unmarried, of Baltimore City, in the State of Maryland, and HAWO P. Woodall, unmarried, of Howard County, in the State of Maryland.

WHEREAS, by deed dated April 24, 1925, and recorded among the Land Records of Howard County; in Liber H. B. N. No. 122, Folio 474, etc., Caroline T. Thompson, and others, conveyed unto the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and the said Marie K. Clayton, his then wife, as tenants by the entireties, in fee simple, a tract of land therein more particularly described and

(E)

182-  
40

said Howard County which, by the deed of trust and agreement dated and recorded as aforesaid, was granted and conveyed by the said Elmore S. Clayton Senior, therein called Elmore S. Clayton, and Marie K. Clayton to the said Hewlett B. Cox, trustee, and therein more particularly described and referred to.

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Elmore S. Clayton, Senior, and Marie K. Clayton in the same manner as if said deed of trust and agreement had never been executed, and free, clear, and discharged of the operation and effect of said deed of trust and agreement.

AS WITNESS the hand and seal of the said Hewlett B. Cox, trustee, the day and year first hereinbefore mentioned.

Test: Hewlett B. Cox, trustee (SEAL)

Jeanne Callahan

STATE MARYLAND, BALTIMORE CITY, Oct.:

I HEREBY CERTIFY, That on this 8th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Baltimore City aforesaid, personally appeared Hewlett B. Cox, and acknowledged the foregoing deed to be his act as trustee as therein set forth.

AS WITNESS MY HAND AND NOTARIAL SEAL.  
(SEAL'S PLACE)

Soi C. Berenholtz, Notary Public.

Received for record 23rd June 1944 at 2:50 o'clock P. M. Same day recorded and examined per,

*Lucy Miller*  
CLERK

*Delivered 12/17/44 to Harry G. Crawford for Deed*

ELMORE S. CLAYTON, SENIOR, and MABEL REIMSIDER CLAYTON, his wf., MARIE K. CLAYTON, divorced and unmarried, and HANK P. WOODALL, unmarried.	\$4.95 Duty	\$4.30 Recordation
DEED TO	Cancelled	Tax
HARRY G. CRAWFORD and DOBOTEY M. CRAWFORD, his wife	Revenue	Stamps
	Stamps	

THIS DEED, made this 21st day of June, in the year nineteen hundred and forty-four, by Elmore S. Clayton, Senior, and Mabel Reimsider Clayton, his wife, both of Howard County, in the State of Maryland, Marie K. Clayton, divorced and unmarried, of Baltimore City, in the State of Maryland, and Hank P. Woodell, unmarried, of Howard County, in the State of Maryland.

WHEREAS, by deed dated April 24, 1925, and recorded among the Land Records of Howard County, in Liber H. S. N. No. 122, Folio 474, etc., Caroline T. Thompson, and others, conveyed unto the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and the said Marie K. Clayton, his then wife, as tenants by the entireties, in fee simple, a tract of land therein more particularly described and



referred to as containing eight and twenty-three one-thousandths acres of land, more or less, of which the land hereinafter described, and by this deed intended to be conveyed, is a part; and,

WHEREAS, by a decree of the Circuit Court No. 2, of Baltimore City, in the State of Maryland, the said Marie K. Clayton was divorced a vinculo matrimonii from the said Elmore S. Clayton, Senior, on the 11th day of October, 1939, and the said Elmore S. Clayton, Senior has since intermarried with the said Mabel Reismanider Clayton, but the said Marie K. Clayton has not since remarried; and,

WHEREAS, the said Hemo P. Woodall is the contract purchaser of the land conveyed by Thompson to Clayton, as aforesaid, and is willing to release the land hereinafter described from the operation and effect of his contract of sale, as is evidenced by his joinder herein.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of five dollars and other valuable considerations, the said Elmore S. Clayton, Senior, and Mabel Reismanider Clayton, his wife, the said Marie K. Clayton, and the said Hemo P. Woodall do grant and convey unto Harry G. Crawford and Dorothy M. Crawford, his wife, their assigns, and to the survivor of them, his or her heirs and assigns, as tenants by the entirety, in fee simple, all that piece of parcel of land situate and lying in the First Election District of said Howard County which, according to a survey made by J. Raymond Curtis, Civil Engineer and Surveyor, in February, 1944, is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pin in the first line of that land which, by deed dated February 8, 1936, and recorded among said Land Records in Liber B. M. Jr., No. 153, Folio 539, etc., was granted and conveyed by the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and Marie K. Clayton to Hewlett B. Cox, trustee, and at the distance of two hundred forty-three feet from the beginning thereof, and running thence with and binding on the remainder of said first line, (1) North ten degrees thirty-five minutes West six hundred fourteen feet, to the end thereof, thence running with and binding on the second, third, fourth, fifth, sixth, seventh, and part of the eighth lines of said land the seven following courses and distances, namely: (2) North eighty-eight degrees fifteen minutes East ninety-six feet, (3) South fifty-six degrees twenty-five minutes West one hundred twenty-one feet, (4) North seventy-nine degrees fifty-five minutes East seventy-seven feet, (5) North forty-seven degrees thirty minutes East sixty-seven feet, (6) North eighty-two degrees East one hundred sixty-two feet, (7) South thirteen degrees East three hundred nine feet, and (8) South thirty degrees East eighty-four and six-tenths feet, thence running the following new course and distance, namely: (9) South sixty-four degrees fifty minutes West five hundred twenty-one and five-tenths feet, to the place of beginning, containing five and two hundred fifty-eight one-thousandths acres of land, more or less.

BEING a part of that land which, by the deed dated and recorded as aforesaid, was granted and conveyed by the said Caroline T. Thompson, and others, to the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and Marie K. Clayton, his then wife, as tenants by the entirety, in fee simple.

(For further title see the deed dated and recorded as aforesaid from the said

Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and the said Marie K. Clayton to Hewitt B. Cox, trustee, and the deed dated the 8th day of June, 1944, and intended to be recorded among the Land Records of said Howard County immediately prior to the recording of these presents, from the said Hewitt B. Cox, trustee, to the said Elmore S. Clayton, Senior, and Marie K. Clayton.)

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining; and especially a right-of-way fifteen feet wide hereby granted by the said Elmore S. Clayton, Senior, Mabel Reinsider Clayton, Marie K. Clayton and Hans P. Woodell, to the said Harry G. Crawford and Dorothy M. Crawford, their assigns, and the survivor of the, his or her heirs and assigns, and the owners and occupants for the time being of the property hereby conveyed, and as an easement appurtenant thereto, and more particularly described as follows, that is to say:

BEGINNING for the same at a point in the ninth, or last, line of the parcel above described, North sixty-four degrees fifty minutes East twenty-five and eight-tenths feet from an iron pin in said line, said iron pin being North sixty-four degrees fifty minutes East one hundred six and five-tenths feet from the end of said line, thence running the following new course and distance, namely: (1) South thirty degrees forty-four minutes East two hundred three and seventy-one one-hundredths feet, to the Northern boundary of the Baltimore and Washington Boulevard, thence running with and binding on the Northern boundary of said Boulevard, (2) South fifty-four degrees fifty minutes West fifteen feet, thence leaving said Boulevard and running the following new course and distance, parallel to the line first above described (3) North thirty degrees forty-four minutes West two hundred six and twenty-eight one-hundredths feet, to a point North sixty-four degrees fifty minutes East ten and eight-tenths feet, from the aforesaid iron pin, and thence running reversely with and binding on said ninth, or last, line of the above described parcel of land, (4) North sixty-four degrees fifty minutes East fifteen feet, to the place of beginning.

THIS right-of-way is to be an easement for the benefit of the property by this deed conveyed and to enable the said Harry G. Crawford and Dorothy M. Crawford, and the owners and occupants for the time being of the property above described, or any part thereof, and the servants, licensees, and invitees of the said Harry G. Crawford and Dorothy M. Crawford, and the owners and occupants of the lot above described, or any part thereof, to pass and re-pass, at their pleasure, with horses, wagons, automobiles, and all other kinds of vehicles, or on foot, between the Baltimore and Washington Boulevard and the property hereby conveyed.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Harry G. Crawford and Dorothy M. Crawford, their assigns, and to the survivor of them, his or her heirs and assigns, as tenants by the entirety, forever in fee simple, together with the right-of-way above described.

AND the said Elmore S. Clayton, Senior, Mabel Reinsider Clayton, Marie K. Clayton, and Hans P. Woodell covenant that they will warrant specially the property hereby conveyed and that they will execute such further and better deeds of said land as might be requisite.

AS WITNESS their hands and seals the day and year first hereinbefore written.

Test: Elmore S. Clay, Sr, Senior (SEAL)  
 Mabel Reinsider Clayton (SEAL)  
 Marie K. Clayton (SEAL)  
 Hans P. Woodall (SEAL)

STATE OF MARYLAND, HOWARD COUNTY, 30t.:

I HEREBY CERTIFY, That on this 21st day of June, 1944, before me, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Howard County aforesaid, personally appeared Elmore S. Clayton, Senior, and Mabel Reinsider Clayton, his wife, Marie K. Clayton and Hans P. Woodall and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE) Mar's F. Myers, Notary Public

Received for record 23<sup>rd</sup> June 1944 at 2:50 o'clock P. M. Same day recorded and examined per,

*Benj. Diller, Jr.*  
 CLERK

*Mailed to Mortgages  
 3/17/45 R. 1200*

HARRY G. CRAWFORD and  
 DOROTHY M. CRAWFORD, HIS wife,  
 MORTGAGE TO  
 THE LAUREL BUILDING ASSOCIATION  
 of PRINCE GEORGE'S COUNTY

This purchase money mortgage, Made this day of June, in the year one thousand nine hundred and forty-four by Harry G. Crawford and Dorothy M. Crawford, his wife, Mortgagors, and The Laurel Building Assoc-

iation of Prince George's County, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

WHEREAS, The said Harry G. Crawford and Dorothy M. Crawford, his wife, being members of The Laurel Building Association of Prince George's County, aforesaid, and as such members sharing and participating in the profits of said body corporate, have received therefrom an advance of Thirty-five Hundred Dollars (\$3500.00), on the Thirty-five (35) shares of stock held and owned by the said Mortgagors in their own right, being the par value of the same, at its maturity, said \$3500.00 to be for a portion of the purchase price of the hereinafter described property.

AND WHEREAS, It has been agreed by and between Mortgagors and Mortgagee that the payment of dues, interest, premiums and fees, as hereinafter mentioned, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage, on the property hereinafter described, wherefore this Mortgage is executed, the same being a condition precedent to said advance.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premium and one dollar (\$1.00) the said Harry G. Crawford and Dorothy M. Crawford, his wife, do grant and convey unto The Laurel Building Association of Prince George's County

(F)

194-  
550

*Remainder of Deed  
to Harry T. Sowers*

HARRY G. CRAWFORD and DOROTHY M. CRAWFORD, his wife. 194/550 DEED TO	\$9.90 Duly Cancelled Revenue	\$8.80 Recordation Tax
HARRY T. SOWERS and VIOLA V. SOWERS, his wife.	Stamps.	Stamps.

THIS DEED, Made this 18th day of December, in the year nineteen hundred and forty-six, by Harry G. Crawford and Dorothy M. Crawford, his wife, both of Howard County, in the State of Maryland.

WITNESSETH That in consideration of Five (\$5.00) Dollars and other valuable considerations the said Harry G. Crawford and Dorothy M. Crawford, his wife, do grant and convey unto Harry T. Sowers and Viola V. Sowers, his wife, as tenants by the entireties, and the survivor of them, their heirs and assigns, in fee simple, all that piece or parcel of land situate and lying in the First Election District of said Howard County which, according to a survey made by J. Raymond Curtis, Civil Engineer and Surveyor, in February, 1944, is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pin in the first line of that land which, by deed dated February 3, 1936, and recorded among said Land Records in Liber B.M. Jr., No. 153, folio 539, etc., was granted and conveyed by the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton and Lurie A. Clayton to Kewitt D. Cox, trustee, and at the distance of two hundred forty-three (243) feet from the beginning thereof, and running thence with and binding on the remainder of said first line, (1) North ten (10) degrees thirty-five (35) minutes West six hundred fourteen (614) feet, to the end thereof, thence running with and binding on the second, third, fourth, fifth, sixth, seventh, and part of the eighth lines of said land the seven following courses and distances, namely: (2) North eighty-eight (88) degrees fifteen (15) minutes East ninety-six (96) feet, (3) South fifty-six (56) degrees twenty-five (25) minutes East one hundred twenty-one (121) feet, (4) North seventy-nine (79) degrees fifty-five (55) minutes East seventy-seven (77) feet, (5) North forty-seven (47) degrees thirty (30) minutes East sixty-seven (67) feet, (6) North eighty-two (82) degrees East one hundred sixty-two (162) feet, (7) South thirteen (13) degrees

East three hundred nine (309) feet, and (2) south thirty (30) degrees East eighty-four and six-tenths (84.6) feet, thence running the following new course and distance, namely: (9) South sixty-four (64) degrees fifty (50) minutes West five hundred twenty-one and five-tenths (521.5) feet, to the place of beginning, containing five and two hundred fifty-eight one-thousandths acres of land, more or less.

BEING all and the same piece or parcel of ground which by Deed dated the 21st day of June, 1944, and recorded among the Land Records of said Howard County in Liber B.M. 301, No. 162, folio 40, etc., was granted and conveyed by Elmore S. Clayton, Senior, and Label Reinsneider Clayton, his wife, Marie K. Clayton, divorced and unmarried, and Elmo P. Woodall, unmarried, to the said Harry G. Crawford and Dorothy K. Crawford, his wife.

TOGETHER with the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining; and especially a right-of-way fifteen (15) feet wide, as particularly mentioned in the Deed from the said Elmore S. Clayton, Senior, and others, to the said Harry G. Crawford and Dorothy K. Crawford, their assigns, and the survivor of them, his or her heirs and assigns, which said Deed is dated and recorded as aforesaid, and as an easement appurtenant thereto, and which is more particularly described as follows, that is to say:

BEGINNING for the same at a point in the ninth, or last, line of the parcel above described, North sixty-four (64) degrees fifty (50) minutes East twenty-five and eight-tenths (25.8) feet from an iron pin in said line, said iron pin being North sixty-four (64) degrees fifty (50) minutes East one hundred six and five-tenths (106.5) feet from the end of said line, thence running the following new course and distance, namely: (1) South thirty (30) degrees forty-four (44) minutes East two hundred three and seventy-one one-hundredths (203.71) feet, to the Northern boundary of the Baltimore and Washington Boulevard, thence running with and binding on the northern boundary of said Boulevard (2) South fifty-four (54) degrees fifty (50) minutes West fifteen (15) feet, thence leaving said Boulevard and running the following new course and distance, parallel to the line first above described (3) North thirty (30) degrees forty-four (44) minutes West two hundred six and twenty eight one-hundredths (206.28) feet, to a point North sixty-four (64) degrees fifty (50) minutes East ten and eight-tenths (10.8) feet, from the aforesaid iron pin, and thence running reversely with and binding on said ninth, or last, line of the above described parcel of land, (4) North sixty-four (64) degrees fifty (50) minutes East fifteen (15) feet, to the place of beginning.

THIS right-of-way is to be an easement for the benefit of the property by this deed conveyed and to enable the said Harry G. Sowers and Violet Y. Sowers, and the owners and occupiers for the time being of the property above described, or any part thereof, and the servants, licensees, and invitees of the said Harry G. Sowers and Violet Y. Sowers, and the owners and occupiers of the lot above described, or any part thereof, to pass and re-pass, at their pleasure, with

horses, wagons, automobiles, and all other kinds of vehicles, or on foot, between the Baltimore and Washington Boulevard and the property hereby conveyed.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Harry T. Sowers and Viola V. Sowers, as tenants by the entireties, and the survivor of them, their heirs and assigns, in fee simple, together with the right-of-way above described.

AND the said Harry G. Crawford and Dorothy M. Crawford covenant that they will warrant specially the land and premises hereby conveyed and will execute such further assurances of said land as may be requisite.

IN WITNESS OUR HANDS AND SEALS the day and year first above written.

TEST:

Cellius L. Brown

Harry G. Crawford (SEAL)

Dorothy M. Crawford (SEAL)

STATE OF MARYLAND, CARROLL COUNTY, Notary Public:

I HEREBY CERTIFY, That on this 18th day of December, 1946, before me, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Carroll County aforesaid, personally appeared Harry G. Crawford and Dorothy M. Crawford, his wife, and each acknowledged the foregoing Deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Cellius L. Brown  
Notary Public.

Received for record 21<sup>st</sup> December 1946, at 11:55 o'clock A.M. Same day recorded and examined per,

*Milton W. Casper*  
CLERK.

RECORDED TO MORTGAGE

HARRY T. SOWERS and  
VIOLETA V. SOWERS, his wife.

PURCHASE MONEY  
MORTGAGE TO

SYKESVILLE STATE BANK and  
WOODBINE NATIONAL BANK,  
Bodies corporate.

THIS PURCHASE MONEY MORTGAGE,

Made this 18th day of December, in the year nineteen hundred and forty-six, by Harry T. Sowers and Viola V.

Sowers, his wife, Mortgagees of Howard County, in the State

Maryland, of the first part, and

the Sykesville State Bank, a body corporate, duly incorporated under the Banking Laws of the State of Maryland and the Woodbine National Bank, a body corporate, duly organized under the Banking Laws of the United States, Mortgagees, of the second part.

G

LIBER 548 PAGE 87

Form R/W-27

RIGHT OF WAY DIVISION FILE No. 58204

SPECIAL DEED TO STATE OF MARYLAND TO THE USE OF THE STATE ROADS COMMISSION.

**This Deed,** Made this 7<sup>th</sup> day of December in the year one thousand nine hundred and seventy

by and between Harry T. Sowers and Viola V. Sowers, his wife

Howard County, Maryland,  
party (ies) of the first part and the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the second part.

WITNESSETH: That for and in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable considerations paid by the party of the second part unto the party (ies) of the first part, receipt whereof is hereby acknowledged, the said party (ies) of the first part do (es) hereby give, grant, bargain and sell, release, convey and confirm unto the STATE OF MARYLAND TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, forever in fee simple:

All that ~~whole~~ piece (s) or parcel (s) of land, situate, lying and being in Howard

County, State of Maryland, and more particularly described as follows, to wit:

All the land and premises lying in the County aforesaid, State of Maryland, and being all and the same land and improvements which, by deed dated December 18, 1946 and recorded among the Land Records of Howard County in Liber BM, JR, . No. 194, Folio 550, was conveyed by Harry G. Crawford and Dorothy M. Crawford, his wife, to Harry T. Sowers and Viola V. Sowers, his wife.

SAVING AND ACCEPTING that parcel of land which by deed dated November 17, 1959 and recorded among the Land Records of Howard County in Liber RHM No. 343, Folio 535 was granted and conveyed by Harry T. Sowers and Viola V. Sowers, his wife, unto James Edward Roberts and Bernadette Elizabeth Roberts, his wife.

It is distinctly understood and agreed between the grantor and the grantee herein that the execution of this deed shall in no wise vitiate the terms of the Option Contract between the parties dated the \_\_\_\_ day of \_\_\_\_\_, 1970, but that the terms of said Option shall remain in full force and effect as if this deed had never been executed.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, unto the proper use and benefit of the STATE OF MARYLAND TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND, its successors and assigns, forever in fee simple.

AND the party (ies) of the first part covenant that they have neither done, nor suffered to be done, anything to encumber the property hereby conveyed, and that they will execute such other and further assurances of the same as may be requisite.

AND

join in this conveyance for the purpose of releasing the land, herein conveyed from the operation and effect and any mortgage and/or lien which they hold upon the property hereby covered, retaining their rights as mortgages and/or lienors in and to the remainder of the land of the party (ies) of the first part not affected by this conveyance.

IN WITNESS WHEREOF the party (ies) of the first part have hereunto set his, her and their hand (s) and seal (s).

WITNESS <i>Pauline T. Sowers</i>	<i>Harry T. Sowers</i> X (SEAL)
WITNESS .....	HARRY T. SOWERS .....
WITNESS <i>Pauline T. Sowers</i>	<i>Viola V. Sowers</i> X (SEAL)
WITNESS .....	VIOLA V. SOWERS .....
WITNESS .....	..... (SEAL)
WITNESS .....	..... (SEAL)
WITNESS .....	..... (SEAL)
WITNESS .....	..... (SEAL)
WITNESS .....	..... (SEAL)

STATE OF MARYLAND—COUNTY OF Howard

I hereby certify, that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for personally appeared Harry T. Sowers and Viola V. Sowers,  
his wife

and each severally acknowledged the foregoing deed and release to be \*his \*her or \*their respective act, or \*to be the act of the s to corporate. (Note: \*strike out the words not applicable.)

AS WITNESS BY HAND AND NOTARIAL SEAL, this 7th day of December in the year 1970

*Harold H. Thomas*  
Notary Public  
My Commission Expires July 11, 74

NOTARY SEAL *Harold H. Thomas*  
RECORDED JAN 11 1974 BY 2120 IN SAME DAY RECORDS & LAND RECORDS DIVISION



(A)

153-541

their act.

AS WITNESS my hand and Notarial Seal.

(SEAL'S PLACE).

Helen E. Welden.  
Notary Public.

Received for record 25<sup>th</sup> Feb., 1936 at 3.45 o'clock P. M. Same day recorded and examined per,

*Benj. Mellor, Jr.*  
C/ork.

*Received by Elmore S. Clayton*

ELMORE S. CLAYTON and  
MARIE K. CLAYTON,  
his wife,  
DEED TO  
ELMORE S. CLAYTON, JR.

THIS DEED, Made this 8th day of February,  
in the year 1936, by and between Elmore S.  
Clayton of Howard County, Maryland, and Marie K.  
Clayton, his wife, of Anne Arundel County,  
Maryland, parties of the first part, grantors,  
and Elmore S. Clayton, Jr., of Howard County,  
Maryland, party of the second part, grantee.

WITNESSETH, that for and in consideration of the sum of \$5.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, together with the natural love and affection the grantors have for their son, the said grantee, they do grant and convey unto the said Elmore S. Clayton, Jr., his heirs and assigns in fee simple, the following property located on the northwest side of the Baltimore and Washington Boulevard between Montgomery and Dorsey Roads in the first election district of Howard County, Maryland; the same being improved by a frame garage, being more particularly described as follows:

BEGINNING for the same at a point on the northwest side of the Baltimore and Washington Boulevard south 54 degrees 50 minutes <sup>west (see 185/49)</sup> ~~west~~ 392 feet from the center of a concrete culvert from the end of a division line between the Clayton and Horton properties, said culvert being shown on a plat prepared by J. R. Curtis, engineer of Ellicott City, Maryland and known as a plat of the property of Marie K. Clayton, subdivided, dated November, 1934, (said subdivision being only a proposed subdivision which was never carried out); thence north 10 degrees and 35 minutes west 243 feet to an iron pin at the southeast corner of the large lot proposed to be allotted to said Marie K. Clayton; thence north 54 degrees 50 minutes east 37 feet along a line of division between the lot now being described and the said large lot of another iron pin; thence south 21 degrees 50 minutes east 225 feet to the northwest side of said Baltimore and Washington Boulevard said line being a line of division on said plat between the small lot allotted to Marie K. Clayton

and another to Elmore S. Clayton and J. Frank Harman, said last-mentioned line passing through the center of a cedar tree in the line thereof; thence south 55 degrees west binding on the northwest side of the Baltimore and Washington Boulevard 86 feet to the place of beginning. The same to comprise 1.314 acres more or less.

BEING and intended to be part of the whole tract which by deed dated April 24, 1925, and recorded among the Land Records of Howard County in Liber HBN 122, folio 474 etc. was granted and conveyed by Caroline S. Thompson and Charles St. Claire Thompson and wife to the said Elmore S. Clayton and Marie K. Clayton, his wife.

TOGETHER with the buildings and improvements thereupon, erected, made, or being; and all and every, the rights, alleys, ways, waters, and especially the right to use water from the wells and pumps on the whole lot for a period of six months, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, subject, however, to the restriction of not selling lunches, beer, cigars and cigarettes, candy, or liquor or to use the building thereon as a tourist inn.

TO HAVE AND TO HOLD the said piece or parcel of ground and premises both real, personal and mixed above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or in anywise appertaining unto and to the only proper use, benefit and behoof forever of the said Elmore S. Clayton, Jr., his heirs and assigns in fee simple. It being understood by the parties hereto that the existing mortgage and other liens on the whole property to be paid by the grantors.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey the said land, that the said party of the second part shall quietly enjoy said land; and that they will execute such assurances of said land as may be requisite.

WITNESSETH the hands and seals of the said grantors.

TEST: Helen E. Falden.

Elmore S. Clayton, Sr. (SEAL).

Marie K. Clayton. (SEAL).

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of February, in the year one thousand nine hundred and thirty-six, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, but acting for Howard and Anne Arundel Counties, personally appeared Elmore S. Clayton and Marie K. Clayton, his wife, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(SEAL'S PLACE).

Helen E. Falden.  
Notary Public.

Received for record 25<sup>th</sup> Feb., 1936 at 3.45 o'clock P. M. Same day recorded and examined per,

(J)

137-109

*Wanted to find a deed  
Dec 11 1931*

ELMORE C. CLAYTON.  
MARIE K. CLAYTON.  
RIGHT OF WAY TO  
AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY

1.00 Received of the AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY OF BALTIMORE CITY One and no/100  
Dollars, in consideration of which we hereby  
grant unto said company, its associated and allied  
companies, their respective successors, assigns,

lessees and agents, the right, privilege and authority to construct, reconstruct,  
operate and maintain lines of telephone and telegraph, consisting of such poles,  
wires, cables, conduits, guys, anchors and other fixtures and appurtenances as  
the grantee may from time to time require, upon, across, over and/or under the  
property which we own or in which we have any interest in the First District,  
County of Howard and State of Maryland and upon, along and/or under the roads,  
streets or highways adjoining the said property, with the right to trim from  
time to time any trees along said lines so as to keep the wires and cables  
cleared at least thirty-six inches and the right to permit the attachment of  
and/or carry in conduit wires and cables of any other company. The grantor  
for himself, his heirs, executors, administrators and assigns hereby covenants  
that no fire line will be erected or permitted on said property which in the  
judgment of the grantor, its successors and assigns, will interfere with its  
service or endanger its lines. Said sum being received in full payment for the  
rights herein granted.

WITNESS our hands and seals this 21 day of August A. D. 1929 at R. D.  
Elk Ridge Rd.

Witness: Elmore C. Clayton. (SEAL)  
Frank B. South. Marie K. Clayton. (SEAL)

STATE OF MARYLAND-HOWARD COUNTY

I HEREBY CERTIFY that on this 21st day of August in the year nineteen hun-  
dred twenty nine before me a subscriber a Notary Public of the State of Mary-  
land duly commissioned and qualified and residing in Baltimore County aforesaid  
personally appeared Elmore C. Clayton and Marie K. Clayton and acknowledged the  
aforegoing Deed to be his act.

IN TESTIMONY WHEREOF I HEREBY SET MY HAND AND SEAL OF OFFICE AT BALTIMORE, MARYLAND.

Harry P. Lovettler. (SEAL)  
Notary Public.

Com. Expires May 4/ 1931.

Received for record 25<sup>th</sup> AUG. 1931 at 2:44 o'clock P. M. Deed No. recorded and  
examined per

*Howard A. ...* Clerk.

(K)

the rights and appurtenances thereto belonging or in anywise appertaining.  
TO HAVE AND TO HOLD said land and premises unto and to the proper and benefit of the said William Thomas Bordley, Junior, and Henrietta K. Bordley, his wife, as tenants by the entireties, in fee simple.

AND the said Annie Bordley, Walter Bordley, Annie Rebecca Bordley, Geneva Bordley Dorsey, John Albert Dorsey and Addie Virginia Bordley covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

AS WITNESS THEIR HANDS AND SEALS, the day and year first above written.

TEST:	her Annie I Bordley. (SEAL)
Lucy A. Yates.	mark Walter Bordley. (SEAL)
TEST:	her Annie Rebecca I Bordley. (SEAL)
Lucy A. Yates.	mark Geneva Bordley Dorsey. (SEAL)
	John Albert Dorsey. (SEAL)
	Addie Virginia Dorsey. (SEAL)

STATE OF MARYLAND, HOWARD COUNTY, Set.

I HEREBY CERTIFY, That on this 30th day of April, 1930, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared Annie Bordley, widow, Walter Bordley and Annie Rebecca Bordley, his wife, Geneva Bordley Dorsey and John Albert Dorsey, her husband, and Addie Virginia Bordley, unmarried, and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Lucy A. Yates.

Notary Public.

Received for record 30<sup>th</sup> Apr. 1930 at 10:45 o'clock A. M. Same day recorded and examined per

*Howard S. Bishop*  
Clerk.

138  
88-440

*100  
1/16/30 (copy to...)*

ELMORE S. CLAYTON and  
MARIE K. CLAYTON, his wife.

LEASE TO  
STANDARD OIL COMPANY,  
of New Jersey

LEASE (RENTAL DETERMINED BY SALES)

THIS AGREEMENT, made this 4th day of April in the year 1930, by and between Elmore S. Clayton and Marie K. Clayton, his wife hereinafter called Lessor, which expression shall include personal representatives, heirs, successors or assigns, as the case may be, where the context so requires or admits, and Standard Oil Company of New Jersey, a corporation of the State of Delaware, hereinafter called Lessee, which expression shall include its successors and assigns where the context so requires or admits.

WITNESSETH: Lessor does hereby demise and lease unto Lessee all that lot,

piece or parcel of land situate two miles south of the Town of Elkridge, County of Howard, State of Maryland, described as follows: That is to say,

Beginning at a point indicated by concrete block column located at the southwest corner of property of Elmore S. Clayton and Marie K. Clayton, his wife, on the west side of Washington Boulevard (U.S. Route #1), and running in a northwesterly direction 100 feet, thence in a northeasterly direction 76 feet, then in a southeasterly direction 120 feet, thence in a southwesterly direction paralleling Washington Boulevard for a distance of 108 feet to point of beginning.

together with the buildings, improvements and equipment thereon or connected therewith, all of which are listed in the Schedule hereto attached, and marked Schedule "A".

TO HOLD the premises hereby demised unto Lessee for the term of Five years beginning on the first day of May, 1930, and ending on the thirtieth day of April, 1935, Lessee paying therefor as rental each month an amount equivalent to one cent (1¢) for each gallon of gasoline and other motor fuels sold during the month at said premises by the lessee or its agents or assigns. Payments of said rental are to be made on or before the tenth day of the month following the month in which the rental is earned. Lessee shall keep such books and records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit the Lessor to examine and inspect such books and records at any time and from time to time when the Lessor desires so to do.

THE above letting is on the following terms, conditions and covenants, to wit:

1. Lessee shall pay the specified rent at the times and in the manner provided.
2. The said premises may be used as a gasoline filling and automobile service station, including the storage and sale of gasoline and other petroleum products, and all automobile supplies and accessories.
3. Lessor agrees to pay all taxes, assessments, water bills, and all other taxes or charges that may be levied against said premises and Lessor also agrees to pay all bills or charges for light, power and heat incurred in the use of said premises. If at any time during the term hereof Lessor is not employed by Lessee to operate said premises, then Lessee agrees to pay all bills and charges for light, power, heat and water incurred by Lessee, or its employees, or sub-lessees at said premises. Should Lessor fail to pay any such taxes, bill and charges, when due and payable, Lessee shall have the right to pay the same, and to charge the same to Lessor, and Lessee may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.
4. If and in the event the duly authorized authorities of the town, county, or other sub-division of the State, now in existence or hereafter

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created, in which said premises are located, shall refuse to grant, or having granted, shall rescind any permit necessary for Lessee to store and sell at said premises gasoline and other petroleum products, or to use the premises for the sale of such products, or shall pass a law or issue an order which shall in the judgment of Lessee necessitate the removal of the tanks or other appliances owned, placed or used on the premises by Lessee in the conduct of its business, or imposing such restrictions upon the conduct of its business as shall in its judgment necessitate the discontinuance of its business on the premises, then and in either of such events, this lease shall at the option of Lessee become null and void and all obligation to pay the rental hereunder shall cease and determine.

5. Lessee is hereby given the right to move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and to construct, build, and place upon said premises such buildings, structures, equipment and machinery as shall in its opinion be necessary to use and operate said premises. Lessee is hereby given the further right to paint said buildings, structures, tanks and equipment in any colors it shall select and to paint thereon such of its trademarks and other signs, devices and advertisements as it shall elect.

6. Upon the expiration or termination of this lease for any cause Lessee is to return the property herein described to Lessor and Lessee shall restore said premises to the condition existing on the date hereof, ordinary wear and tear excepted, provided, however, Lessee shall not be required to replace or relocate any building, structures, tanks or machinery removed or relocated without the express consent of Lessor. Lessee shall have the right to remove from said premises all buildings, structures, pumps, tanks, machinery and equipment placed thereon by Lessee.

7. In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness for occupancy until the property is put in tenable condition, and Lessee is able to and does occupy said premises for the purposes herein described. Lessor agrees to immediately replace, repair or reconstruct any buildings, structures or equipment on the premises in the event that they are rendered unfit for occupancy or to reconstruct or replace said buildings, structures or equipment with buildings, structures and equipment of like value and like character and construction. Should Lessor fail or refuse to immediately commence and proceed expeditiously to repair or reconstruct the premises, Lessee has the right at its option to repair or reconstruct the same, and in that event Lessee shall have a lien upon said premises for the amount expended therefor, and is hereby authorized to withhold all rents as they accrue until it shall be reimbursed for said expenditure, or Lessee shall have the right and option to cancel this lease without further liability.

8. Lessee during the term of this lease or any renewal or extension thereof shall have the right and privilege to sublet or assign all or any part of its

right under and to said premises but any such subletting or assignment shall not relieve Lessee from its obligation to pay the rent herein reserved unless Lessor shall consent in writing to such subletting or assignment.

9. Lessee shall have the privilege and option of renewing this agreement for an additional period of five years, beginning with the date of the expiration hereof upon the same terms and conditions as hereinabove set forth and such privilege of renewal and extension shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration hereof of its intention not to exercise such renewal privilege.

10. Lessee has and is hereby given the right to cancel this lease at any time on giving Lessor thirty (30) days' notice of Lessee's intention so to do. On the date such cancellation becomes effective, excepting only when the cancellation is made in accordance with the provisions of Article 4 hereof, Lessee shall pay to Lessor as consideration for said cancellation an amount which shall be determined by multiplying the largest rents' theretofore paid in any one month under this lease by the number of full years remaining before the expiration of this lease.

12. Any notice to be given by Lessee to Lessor shall be sufficiently given, if in writing, and delivered to Lessor, or mailed, postage prepaid, to Lessor at the premises herein described, or at such other address as may at any time be furnished by Lessor to Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Elmore S. Clayton  
Lessor

Marie K. Clayton.  
Lessor.

WITNESS: as to signatures of  
Elmore S. and Marie K. Clayton

STANDARD OIL COMPANY OF NEW JERSEY

By J. A. Fricker  
Manager

Watson G. Hurley

WITNESS: as to signature of J. A. Fricker

W. H. Megenhardt

(Incorporate here the acknowledgment of the Lessor in the statutory form of the State where the leased property is situated )

State of Maryland, County of Howard, to wit:

I HEREBY CERTIFY THAT ON THIS 4th day of April, in the year 1930, before me the subscriber, a Notary Public of the State of Maryland, in and for Howard County aforesaid, personally appeared Elmore S. Clayton and Marie K. Clayton, his wife, and did each acknowledge the foregoing lease to be their respective act.

IN WITNESS WHEREOF I have hereunto set my hand seal on the day and year above written.

(SEAL'S PLACE)

Elizabeth Bird Williams.

Notary Public.

## CONSENT OF LAND OWNER

The following consent should be signed by the owner of the land when the Lessor in the aforementioned lease holds under a lease or some other agreement.

The undersigned hereby consents to the subletting of the Lessor's rights in accordance with the above agreement. The undersigned further agrees that in the event the Lessor named in the above mentioned agreement defaults in any of the terms or conditions of the lease or other agreement under which said Lessor holds the above described premises, the undersigned will advise the Standard Oil Company of New Jersey at \_\_\_\_\_ of said default and said Standard Oil Company of New Jersey shall have ten (10) days after the receipt of said notice to make good said default on the part of the above mentioned Lessor and the undersigned agrees that so long as the Standard Oil Company of New Jersey thereafter complies with the terms of said agreement under which the above mentioned Lessor acquired said premises, its rights in and to the property under this agreement shall be valid and remain in full force and effect.

Dated this \_\_\_\_\_

day of \_\_\_\_\_

1930

## SCHEDULE "A"

- 1. 1000 Air Standard - Post Type
- 1 United States Air Compressor - 1/2 HP - #809945 - single phase - 60 cycle
- 1 Tire Changing Machine
- 1 Tungar Battery Charging Outfit
- 1 Oil House - 20'4" x 24'5"
- 1 Combination Ladies and Gents Rest Room - 8' x 24'

Received for record May 15<sup>th</sup> 1930 at 11:00 o'clock A. M. Same day recorded and examined per

*Howard S. Baker*  
Clerk.



(2)

*Handwritten notes:*  
1154  
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341510

THIS DEED, Made this 27<sup>th</sup> day of November, 1959,  
by HARRY T. SOWERS and VIOLA V. SOWERS, his wife, both of  
Howard County, in the State of Maryland.

WITNESSETH, That in consideration of the sum of  
Five Dollars (\$5.00) and other valuable considerations, the said  
HARRY T. SOWERS and VIOLA V. SOWERS, his wife, do hereby grant  
and convey unto JAMES EDWARD ROBERTS and BERNADETTE ELIZABETH  
ROBERTS, his wife, all that piece or parcel of land situate and  
lying in the First Election District of Howard County, and which  
according to a survey made by Purdon and Jeschke, Registered  
Engineers and Land Surveyors, on October 22, 1959, is more  
particularly described as follows:



BEGINNING for the same at an iron pipe at the  
beginning of the seventh or South 13 degrees East 309 feet line  
of a parcel of land which by deed dated December 18, 1946 and  
recorded among the Land Records of Howard County, Maryland, in Liber  
194 at folio 550 was granted and conveyed by Harry G. Crawford  
and Dorothy N. Crawford, his wife, to Harry T. Sowers and Viola V.  
Sowers, his wife, and running thence with the seventh, eighth and  
part of the ninth lines of parcel of land described in the above  
mentioned deed South 12 degrees 59 minutes 50 seconds East 309.00  
feet to an iron pipe, South 29 degrees 39 minutes 13 seconds East  
84.60 feet to an iron pipe and South 63 degrees 52 minutes 30  
seconds West 251.65 feet to an iron pipe, thence for a new line of  
division as now drawn North 18 degrees 05 minutes 14 seconds West  
439.86 feet to an iron pipe on the fourth line of the parcel of  
land described in the deed above 38.82 feet from the beginning  
thereof, thence binding on part of the fourth line and all of the  
fifth and sixth lines of the parcel of land described in deed  
above North 81 degrees 51 minutes 10 seconds East 38.81 feet to an  
iron pipe, North 49 degrees 23 minutes 50 seconds East 67.43 feet  
to an iron pipe and North 83 degrees 28 minutes 40 seconds East  
163.33 feet to the place of beginning, containing 2.40 acres of

land, more or less.

BEING part of that parcel of land which by deed dated December 18, 1948 and recorded among the Land Records of Howard County, Maryland, in Liber 134 folio 550 was granted and conveyed by Harry G. Crawford and Dorothy X. Crawford, his wife, to Harry T. Sowers and Viola V. Sowers, his wife.

TOGETHER WITH the buildings and improvements thereon and all and every the ways, rights, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said James Edward Roberts and Bernadette Elizabeth Roberts, his wife, as tenants by the entireties, in fee simple.

AND the said Grantors herein warrant specially the property hereby conveyed and covenant that they will execute such other and further assurances of said land as may be requisite.

AS WITNESS the hands and seals of the Grantors herein.

Test:

C. Wilson Ames Harry T. Sowers (SEAL)  
Harry T. Sowers  
Viola V. Sowers (SEAL)  
Viola V. Sowers

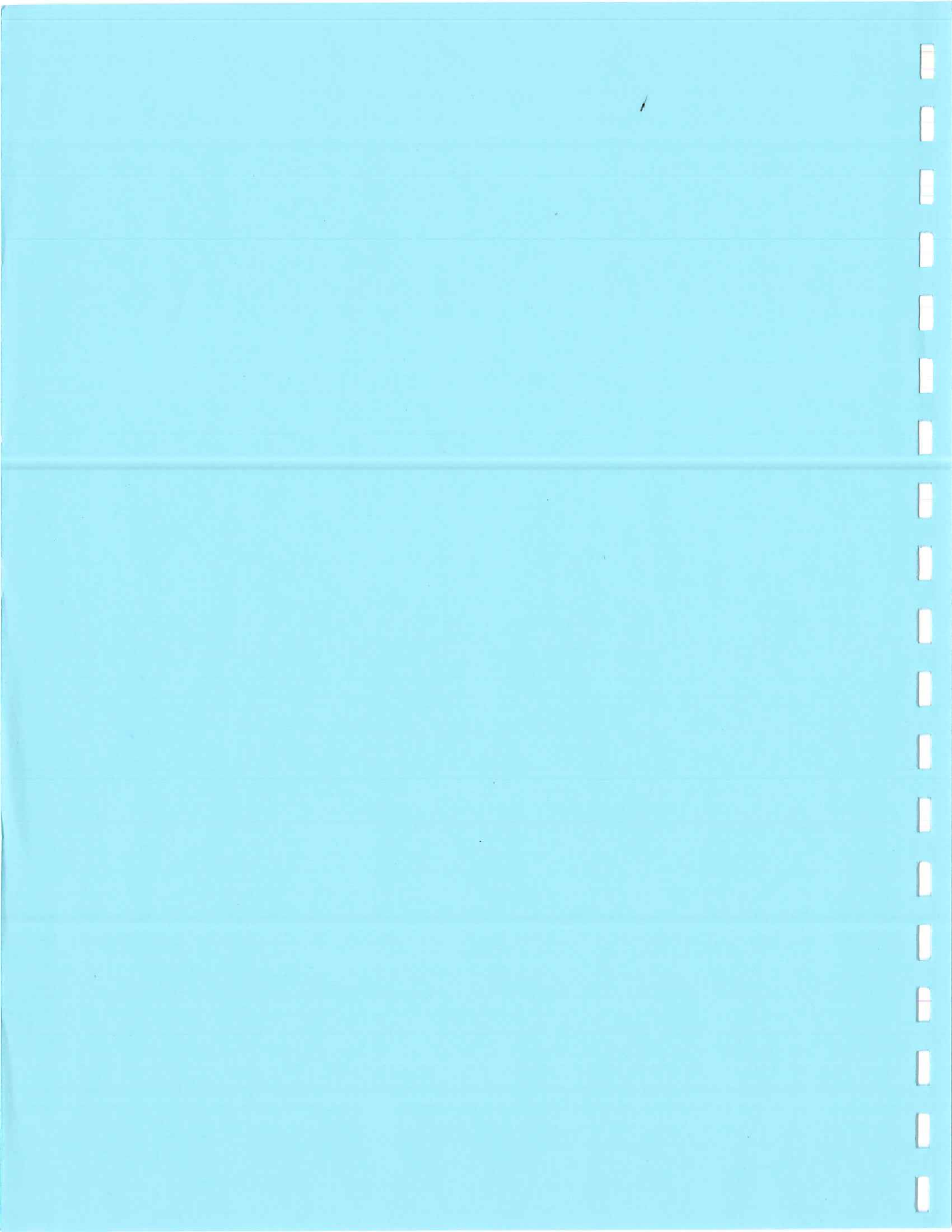
STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17<sup>th</sup> day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Harry T. Sowers and Viola V. Sowers, his wife, and they each acknowledged the foregoing deed to be their respective act.

AS WITNESS my hand and Notarial Seal.



C. Wilson Ames  
Notary Public  
Received for record Nov 19 1959 at 2:54  
Suzo Jay recorded and examined per  
Roby H. Mullinix HJM, Clerk.



# TitleAmerica

February 14, 2002

Department of Public Works  
3430 Courthouse Drive  
Ellicott City, MD 21043

Attn: Tina Hackett, Chief  
Real Estate Services

Re: Project N-3918  
Troy Hill Park  
State Highway Property  
Our file 02-9569

Dear Ms Hackett;

In accordance with your request we have examined the title to the property shown as parcel 186-b on the survey prepared by Jefferson D. Hobbs dated April 24, 2001 containing 2.6159 acres.

The property is the balance of the property conveyed by James Edward Roberts and wife to the State of Maryland for the use of the State Highway Administration dated May 15, 1973 and recorded at CMP 649-377.

The property is subject to the following:

1. Right to well use in a deed dated February 8, 1936 and recorded at 153-541 from Elmore S. Clayton and wife unto Elmore S. Clayton, Jr.
2. Right of Way from Elmore S. Clayton and wife unto AT & T dated August 21, 1929 and recorded at HSK 137-109.
3. Lease dated April 4, 1930 from Elmore S. Clayton and wife unto Standard Oil Company of New Jersey.

Our title examination does not include the running of the grantor-grantee index of the state nor the examination of judgments against the state.

Copies of the documents in the title chain and the exceptions are enclosed for your use.

Very truly yours,  
TitleAmerica

  
John H. Ditto, Jr.

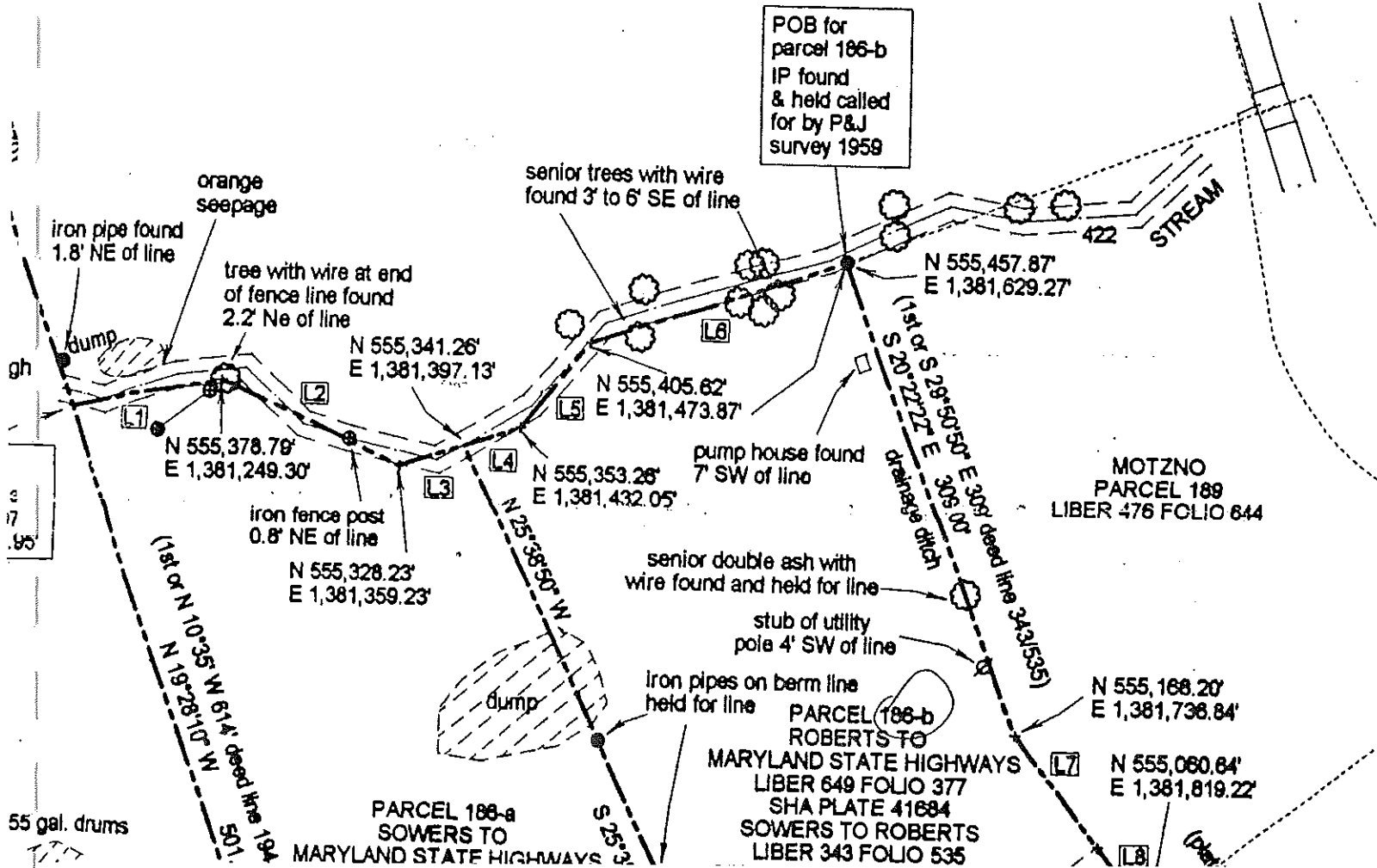
JHDJr:hs

... BY THIS OFFICE.

2. ALL COORDINATES SHOWN HERE ON ARE BASED ON THE MARYLAND REFERENCE SYSTEM NAD 83' AS PROJECTED BY HOWARD COUNTY, MARYLAND GEODETIC CONTROL GPS STATIONS 37BB, 37F3, 37IA, 38D6, BAS2.

HOWARD COUNTY, MARYLAND  
 PARCEL 185  
 LIBER 4933 FOLIO 437

3. THE PURPOSE OF THIS SURVEY AND PLAT IS TO DETERMINE THE BOUNDARIES AND AREA OF THOSE PORTIONS OF THE BELOW MENTIONED PARCELS THAT LIE OUTSIDE THE STATE OF MARYLAND RIGHT-OF-WAY FOR ROUTE 1 AND ROUTE 100.



(A) DEED 20 acres  
12-13-20  
HBN 711-365

dis - CHARLES A. THOMPSON n/w 1/3 tk  
CAROLINE T. THOMPSON n/w 1/3 tk  
CHARLES ST. CLAIR THOMPSON n/w 1/3 tk  
EMMA REBECCA THOMPSON n/w

(B) DEED 8.023 ac  
4-24-21  
HBN 122-274

ELMORE S. CLAYTON  
MARIE K. CLAYTON n/w

(J) DEED OFF 1.314 ac  
2-8-36  
B.M. 153-541  
ELMORE S. CLAYTON JR

(C) DEED  
2-8-36  
B.M. 153-539  
HEWLETT B. COX, TRUSTEE

(K) RW 6.2129  
H.S.K. 137-109  
A.T.T.

(D) DEED  
6-8-44  
B.M. 152-39  
ELMORE S. CLAYTON SR  
MARIE K. CLAYTON

A.A.M.O. P. COOCHILL

(L) LEASE 4.430  
H3K 138-440  
STANDARD OIL OF  
NEW JERSEY

(E) DEED 5.258 ac  
6-31-44  
B.M. 182-40  
HARRY G. CRAWFORD  
DOROTHY M. CRAWFORD n/w

(F) DEED 5.258 ac  
12-18-46  
M.W. 3194-570  
HARRY T. SOWERS n/w  
VIOLET V. SOWERS

(G) DEED 2.400 ac  
11-17-59  
R.M. 312-535  
JAMES EDWARD ROBERTS  
BERNADETTE ALICE ROBERTS

(H) DEED  
5-15-73  
CMP 649-377  
State Highway Comm.

(A)

111-365

FREDERICK W. BAKER and VIRGINIA BAKER, his wife,

DEED TO CHARLES A. THOMPSON and others.

THIS DEED, MADE this 15th day of December, in the year nineteen hundred and twenty, by Frederick W. Baker and Virginia Baker, his wife, both of Howard County and the State of Maryland.

*Delivered to Charles A. Thompson  
Jan 25th 1921 per [unclear]*

WITNESSETH, that in consideration of Five Dollars (\$5.00), and other valuable considerations, the said Frederick W. Baker and Virginia Baker, do grant and convey unto Charles A. Thompson and Caroline T. Thompson, his wife, and Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, in the shares, and by the estates, hereinafter expressed, all that piece or parcel of ground, situate and lying in said Howard County, comprising part of that tract of land which by deed dated the 12th day of August, 1878, and recorded among the Land Records of said Howard County in Liber L. J. W. No. 39, folio 553 etc., was granted and conveyed by Louisa Y. Berry and John B. N. Berry to George Baker, and which said part hereby intended to be conveyed, is, according to a survey made by John T. R. R. Carroll on the 11th day of November, 1920, more particularly described as follows, that is to say: BEGINNING for the same at a stone set at the end of said deed from Berry to Baker (said stone is on the South side of a private road used in common, and four feet North of a cedar tree); thence running with the remainder of said third line, (1) North seventy and one-quarter degrees East twelve and one-half perches, to the end of said line; thence still with the outline of said deed, and bounding on the South and West sides of said private road, (2) North seventy four and one-quarter degrees East eight perches; (3) South seventy five and one-quarter degrees East ten perches; (4) South sixty one degrees East six perches; (5) South thirty five degrees East fourteen perches; (6) South seventy five degrees East eight and three-quarters perches, to the point where the poplar tree stood; thence still with the same bearing, (7) South seventy five degrees East one-half of a perch, to the end of the second line of a deed from Anthony M. Johnson to Theodore Tubman, made in the year 1857; thence reversely with a part of said line, (8) South fifteen and one-quarter degrees East thirty one perches and twenty-two links, to the centre of the branch, and to the Northeast corner of that lot which by deed dated the 9th day of February, 1915, and recorded among said Land Records in Liber W.W.L.C. No. 98, folio 492 etc., was granted and conveyed by the said Frederick W. Baker and others to Charles T. Horton and Kate Horton, his wife; thence reversely with the fourth, third and second lines of said deed, (9) South seventy four degrees twenty minutes West two hundred and seventy four feet to the Black Oak tree on the South bank of said branch heretofore bounded; thence (10) South fifteen degrees twelve minutes East three hundred and nine feet, to the double Ash tree; thence (11) South thirty two degrees eleven minutes East two hundred and

fifty eight feet, to the centre of the culvert on the Boulevard, and to intersect the eighty perches line of the above named deed from Berry to Baker; thence with a part of said line, and bounding on the centre of the Boulevard, (12) South fifty three degrees thirty five minutes West thirty six and one-half perches, to a point in the centre of said boulevard, opposite a stone set on the North side of said boulevard; thence (13) North twelve and three-quarters degrees West one hundred and six and one-quarter perches, to the place of beginning, containing and now laid out for twenty two acres of land, more or less.

George Baker, the grantee in the above mentioned deed from Louisa Y. Berry and John B. N. Berry, died intestate, seized of the above described land, and leaving Louisa Boucher, a daughter, the said Frederick W. Baker, a son, and Caroline L. Baker, his widow, surviving him, and by deed dated the 29th day of August, 1900, and recorded among said Land Records of Howard County in Liber J. H. O. No. 72, folio 371 etc., the said Louisa Boucher and William Boucher, her husband, and Caroline L. Baker, conveyed all their right, title and interest in and to said land, to the said Frederick W. Baker and Virginia Baker, his wife.

TOGETHER with the buildings and improvements thereon, and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Charles A. Thompson and Caroline T. Thompson, his wife, and Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, in the shares, and by the estates, following, that is to say, one equal undivided third part to the said Charles A. Thompson and Caroline T. Thompson, his wife, as tenants by the entireties, and two equal undivided third parts to the said Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, as tenants by the entireties.

AND the said Frederick W. Baker and Virginia Baker covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

AS WITNESS THEIR HANDS AND SEALS, the day and year first above written.

TEST:	Frederick W. Baker	(SEAL)
	Mary E. T. Sanner.	Virginia Baker
		(SEAL)

STATE OF MARYLAND, HOWARD COUNTY, Not.:

I HEREBY CERTIFY, That on this 13th day of December, 1920, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared Frederick W. Baker and Virginia Baker, his wife, and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.  
(SEAL'S PLACE)

Mary E. T. Sanner  
Notary Public:

Received for Record 13<sup>th</sup> Dec 1920 at 11-40 o'clock A. M. Same day recorded and examined per.

Hart R. Hall Clerk.



(B)

122  
474

Elmore S. Clayton and wife.

TO HAVE AND TO HOLD, the aforesaid lot of ground and premises, unto and to the use of the said parties of the second part, their heirs and assigns, free, clear and discharged from the legal operation and effect of said mortgage, the said party of the first part hereto retaining the lien of its said mortgage on all that property described in said mortgage, not hereby released.

WITNESS, the signature of the said The Maryland, Virginia Joint Stock Land Bank of Baltimore, by the hand of Sifford Pearre its Vice President, and its corporate seal hereto affixed, attested by its Secretary.

(CORPORATE SEAL)

THE MARYLAND-VIRGINIA JOINT STOCK LAND BANK  
OF BALTIMORE,

ATTNST:

Wm. A. Owings,  
Secretary.

By, Sifford Pearre  
Vice-President.

WITNESS:  
Alice K. Scanlan

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of April, in the year one thousand, nine hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Sifford Pearre the Vice President of The Maryland-Virginia Joint Stock Land Bank of Baltimore, the within named releasor, and he acknowledged the aforesaid Partial Release of Mortgage to be the act of the said body corporate.

AS WITNESS, my hand and Notarial Seal.

(SEAL'S PLACE)

Alice K. Scanlan  
Notary Public.

Received for record 27<sup>th</sup> Apr. 1925 at 3:50 o'clock P. M. Same day recorded and examined per

Mark B. Holl, Clerk.

122-474

122/474  
122/474  
7 Oct 1925 (see ticket)  
referred to by S. Robinson

CAROLINE T. THOMPSON, ET AL,  
DEED TO  
ELMORE S. CLAYTON, AND WIFE.

\$3.00 Duty  
Canceled  
Revenue  
Stamps.

THIS DEED, Made this 24th day of April, in the year one thousand nine hundred and twenty-five, by and between CAROLINE T.

THOMPSON, Widow, and CHARLES St. CLAIR THOMPSON and EMMA REBECCA THOMPSON, his wife, of Howard County, in the State of Maryland, parties of the first part, and ELMORE S. CLAYTON and MARIE K. CLAYTON, his wife, of the aforesaid County and State, parties of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said ELMORE S. CLAYTON and MARIE K. CLAYTON, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her, heirs and assigns, in fee simple, all that lot of ground situate in First Election District of Howard County, in the State of Maryland, and described as follows, that is to say:

BEGINNING, - for the same at a point in the centre of the Baltimore and Washington Boulevard, said point of beginning, being intended to be at the end of the eleventh line of the whole tract of land which by Deed dated December 13th, 1920, and recorded among the Land Records of Howard County in Liber H. B. N. No. 111, folio 365, was granted and conveyed by Frederick W. Baker and wife to Charles A. Thompson, et al, thence reversely along the said eleventh line as now run north thirty degrees west two hundred and fifty-eight feet to an Ash Tree, (called in the aforesaid Deed to Thompson et al, a double Ash Tree), thence reversely along the tenth line of said whole tract of land above referred to, as now run north thirteen degrees west three hundred and nine feet to Black Oak Tree standing on the south bank of a branch, thence south sixty-eight degrees forty minutes west two hundred and sixty-five feet; thence north fifty-six degrees twenty-five minutes west one hundred and sixty-seven feet, thence south eighty-eight degrees fifteen minutes west one hundred feet to a stone situate in the Thirteenth line of the whole tract of land described in the above referred Deed from Baker to Thompson et al thence reversely along the thirteenth line as now run south ten degrees thirty-five minutes east nine hundred and five feet to the centre of the Baltimore and Washington Boulevard thence along the centre of said Baltimore and Washington Boulevard as now run north fifty-five degrees twenty-five minutes east six hundred and two and two-tenths feet to the place of beginning. Containing eight and twenty-three one-thousandths acres of land, more or less.

BEING, - a portion of the tract of land which by Deed dated December 13th, 1920 and recorded among the Land Records of Howard County in Liber H. B. N. No. 111, folio 365, was granted and conveyed by Frederick W. Baker and wife, to Charles A. Thompson and Caroline T. Thompson his wife, Charles St. Clair Thompson and Emma Rebecca Thompson, his wife. The said Charles A. Thompson having since departed this life.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto and to the use of the said Elmore S. Clayton and Marie K. Clayton, his wife as tenants by the

entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said Grantors, hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that they will warrant specially the property hereby granted and conveyed, and they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:	Caroline T. Thompson	(SEAL)
	Charles St. Clair Thompson	(SEAL)
Harry Kuszmaul	Emma Rebecca Thompson	(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of April, in the year one thousand nine hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Charles St. Clair Thompson and Emma Rebecca Thompson, his wife, and they acknowledged the foregoing Deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

(SEAL'S PLACE)

Harry Kuszmaul  
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 24th day of April, in the year one thousand nine hundred and twenty-five, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Caroline T. Thompson, widow, and she acknowledged the foregoing Deed to her act, and in my presence signed the same.

AS WITNESS, my hand and notarial seal.

Harry Kuszmaul (SEAL'S PLACE)  
Notary Public.

Received for record 27<sup>th</sup> Apr. 1925 at 3:50 o'clock P. M. Same day recorded and  
and examined per

Wm. B. Hall, Clerk.

(C)

153 539

*Rec'd in Deed  
John W. Long  
for Louis T. Clark*

ELMORE S. CLAYTON and  
MARIE K. CLAYTON,  
his wife,

DEED TO

HEWLETT B. COX,  
trustee.

THIS DEED, Made this 8th day of February, in the year one thousand nine hundred and thirty-six, by and between Elmore S. Clayton, of Howard County, Maryland, and Marie K. Clayton, his wife, of Anne Arundel County, Maryland, of the first part, and Hewlett B. Cox, Trustee, as hereinafter set forth, of the City of Baltimore, State of

Maryland, party of the second part.

**WITNESSETH,** That in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Elmore S. Clayton and Marie K. Clayton, his wife, do grant and convey unto the said Hewlett B. Cox, in trust and confidence, however, and to his successor or successors in said trust, in trust and confidence, however, for the trust and uses hereinafter set forth, all that lot of ground and premises situate in the County of Howard, State of Maryland aforesaid, and described as follows, that is to:

**BEGINNING** for the same at a point on the northwest side of The Baltimore and Washington Boulevard South 55 degrees West 597 feet from the center of a concrete culvert at the end of a division line between the Clayton and Hörtön properties; thence North 10 degrees 35 minutes West 857 feet to an iron pin; thence North 88 degrees 15 minutes East 96 feet to an iron pin; thence south 36 degrees 25 minutes East 121 feet to an iron pin; thence North 79 degrees 55 minutes East 77 feet to an iron pin; thence north 47 1/2 degrees East 67 feet to an iron pin; thence North 82 degrees East 162 feet to a black oak tree; thence South 13 degrees East 309 feet to an ash tree; thence south 30 degrees east 228 feet to the concrete culvert theretofore described; thence South 54 degrees 50 minutes West 597 feet along the north-west side of the Baltimore and Washington Boulevard to the point of beginning, containing in all 7.645 acres more or less, subtracting that lot conveyed to Elmore S. Clayton, Jr.

**BEING** the same lot of ground described in a deed from Caroline S. Thompson and Charles St. Claire Thompson and wife, to the said grantors, dated April 24, 1925, and recorded among the Land Records of said Howard County in Liber H. E. H. 182, subtracting therefrom that lot conveyed to Elmore S. Clayton, Jr. folio 474 et cetera.

**TOGETHER** with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD** the said described lot of ground and premises unto and to the use of the said Hewlett B. Cox, Trustee and his successor or successors in said trust, in trust and confidence, however, for the following uses and purposes, to wit:

To manage said property; to collect the rents and incomes thereof, to pay all proper expenses thereon and to annually divide the net income thereof between

the said Elmore S. Clayton and Marie K. Clayton, his wife, in equal proportions, and not into the hands of any other person or persons claiming by, through or under, him or her or them, so that his or her receipt, respectively, alone, shall be a full acquittance for the proceeds so unto them respectively paid; and upon the death of either, to pay the net income unto the survivor of them, to be paid as aforesaid, With power in said Trustee and his successor or successors, to sell, exchange, lease, convey, mortgage, or otherwise dispose of said property in his discretion, without application to any Court or Judicature whatsoever; the purchaser not to be bound to look to the application of the purchase money; and, upon the sale of said property to divide the net proceeds of said sale equally between and among Elmore S. Clayton and Marie K. Clayton, his wife, and the survivor of them, and to pay unto the hands of them, respectively, alone, and not into the hands of any person or persons claiming by, through, or under, him, her, or them, so that his or her receipt, respectively, alone, shall be a full acquittance for the said proceeds of said sale so unto them respectively paid, and thereupon, said trust shall cease.

AND this Deed further witnesseth, that in the event of the death of the said Hewlett B. Cox, Trustee as aforesaid, prior to the termination of the trust hereby imposed upon him, the said David L. Elliott shall be and he is hereby appointed Trustee in the stead and place of the said Hewlett B. Cox with all the powers, rights, and duties hereby granted and imposed upon the said Hewlett B. Cox in relation to the property hereby conveyed.

AND this Deed further witnesseth that in the event of the death of either of said grantors prior to the termination of the trust hereinbefore created, the survivor is to hold the property herein conveyed, in his own right, free, clear and discharged of said trust; and thereupon said trust shall cease. Said Hewlett B. Cox, Trustee as aforesaid and his successor or successors, to have and to hold the said described lot of ground and premises in fee simple absolutely and forever subject, however, to the existing mortgage.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, so encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS THE HANDS and seals of said grantors.

TEST: Helen K. Welden.

Elmore S. Clayton, Sr. (SEAL).

Marie K. Clayton. (SEAL).

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of February, in the year one thousand nine hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, but acting for Howard and Anne Arundel Counties, personally appeared Elmore S. Clayton and Marie K. Clayton, his wife, and they acknowledged the foregoing Deed to be

(D)

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FOR VALUE RECEIVED, The Central Bank of Howard County, Maryland, a body corporate, hereby release the within mortgage.

AS WITNESS ITS CORPORATE SEAL attested by its Cashier, and the Signature of Arthur K. Fickett, its Vice-President, this 22 day of Aug. 1946.

Test:  
Lucy D. Bassler

CENTRAL BANK OF HOWARD COUNTY, MARYLAND,  
a body corporate

Attest:  
Evans Ashmore  
Cashier

By: Arthur K. Fickett  
Vice President

(Corporate Seal's Place)

Release filed for record August 24, 1946. Same day recorded and examined per.

Benj. Miller, J.  
Clerk.

HEWLETT B. COX, Trustee,

DEED TO

ELMORE S. CLAYTON, SENIOR  
and MARIE K. CLAYTON

THIS DEED, Made this 8th day of June, in the year  
nineteen hundred and forty-four, by Hewlett B. Cox,  
trustee as hereinafter set forth, of Baltimore City,  
in the State of Maryland.

WHEREAS, by deed and agreement dated the 8th day of February, 1936, and recorded among the Land Records of Howard County in Liber B. M., Jr., No. 153, Folio 539, etc., Elmore S. Clayton, Senior, therein called Elmore S. Clayton, and Marie K. Clayton, then his wife, did convey unto the said Hewlett B. Cox, upon certain trusts, the land hereinafter more particularly described; and,

WHEREAS, by said deed of trust and agreement, the said Hewlett B. Cox, trustee, was authorized and empowered to sell, exchange, lease, convey, mortgage, or otherwise dispose of said property in his discretion, without application to any Court of Judicature whatsoever; and,

WHEREAS, it is the desire of the parties to said deed of trust to terminate said trust and to that end these presents are executed.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and the sum of one dollar, the said Hewlett B. Cox, trustee as aforesaid, in pursuance of the power and authority conferred upon him by the aforesaid deed of trust and agreement, does hereby grant and convey unto the said Elmore S. Clayton, Senior and Marie K. Clayton, in fee simple, all that piece or parcel of land situate and lying on the Baltimore and Washington

said Howard County which, by the deed of trust and agreement dated and recorded as aforesaid, was granted and conveyed by the said Elmore S. Clayton Senior, therein called Elmore S. Clayton, and Marie K. Clayton to the said Hewlett B. Cox, trustee, and therein more particularly described and referred to.

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Elmore S. Clayton, Senior, and Marie K. Clayton in the same manner as if said deed of trust and agreement had never been executed and free, clear, and discharged of the operation and effect of said deed of trust and agreement.

AS WITNESS the hand and seal of the said Hewlett B. Cox, trustee, the day and year first hereinbefore mentioned.

Test: Hewlett B. Cox, trustee (SEAL)  
Jeanne Callahan

STATE OF MARYLAND, BALTIMORE CITY, Notary Public:

I HEREBY CERTIFY, That on this 8th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Baltimore City aforesaid, personally appeared Hewlett B. Cox, and acknowledged the aforesaid deed to be his act as trustee as therein set forth.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Sol C. Bereholtz, Notary Public.

Received for record 23rd June 1944 at 2:50 o'clock P. M. Same day recorded and examined per,

*Benj. Miller Jr.*  
CLERK

*Delivered 12/17/46 to Harry S. Clayton for the List*

ELMORE S. CLAYTON, SENIOR, and  
MABEL REIMSNIIDER CLAYTON, his wf.,  
MARIE K. CLAYTON, divorced and  
unmarried, and HAWO P. WOODALL,  
unmarried.

\$4.95 Duly  
Cancelled  
Revenue  
Stamps

\$4.30 Recordation  
Tax  
Stamps

DEED TO  
HARRY G. CRAWFORD and  
DOBOETHY M. CRAWFORD, his wife

THIS DEED, Made this 21st day of June, in the year nineteen hundred and forty-four, by Elmore S. Clayton, Senior, and Mabel Reimsnider Clayton, his wife, both of Howard County, in the State of Maryland, Marie K. Clayton, divorced and unmarried, of Baltimore City, in the State of Maryland, and HAWO P. Woodall, unmarried, of Howard County, in the State of Maryland.

WHEREAS, by deed dated April 24, 1925, and recorded among the Land Records of Howard County; in Liber H. S. M. No. 122, Folio 474, etc., Caroline T. Thompson, and others, conveyed unto the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and the said Marie K. Clayton, his then wife, as tenants by the entirety, in fee simple, a tract of land therein more particularly described and

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(E)

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said Howard County which, by the deed of trust and agreement dated and recorded as aforesaid, was granted and conveyed by the said Elmore S. Clayton Senior, therein called Elmore S. Clayton, and Marie K. Clayton to the said Hewlett B. Cox, trustee, and therein more particularly described and referred to.

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Elmore S. Clayton, Senior, and Marie K. Clayton in the same manner as if said deed of trust and agreement had never been executed and free, clear, and discharged of the operation and effect of said deed of trust and agreement.

AS WITNESS the hand and seal of the said Hewlett B. Cox, trustee, the day and year first hereinbefore mentioned.

Test:

Hewlett B. Cox, trustee (SEAL)

Jessie Cellahan

STATE MARYLAND, BALTIMORE CITY, Set.:

I HEREBY CERTIFY, That on this 8th day of June, 1944, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Baltimore City aforesaid, personally appeared Hewlett B. Cox, and acknowledged the foregoing deed to be his act as trustee as therein set forth.

AS WITNESS MY HAND AND NOTARIAL SEAL.  
(SEAL'S PLACE)

Sol C. Berenholtz, Notary Public.

Received for record 23rd June 1944 at 2:50 o'clock P. M. Same day recorded and examined per,

*Lucy Miller*  
CLERK

*Delivered 12/27/44 to Harry G. Crawford*

ELMORE S. CLAYTON, SENIOR, and MABEL REIMSNIDER CLAYTON, his wf., MARIE K. CLAYTON, divorced and unmarried, and HARO P. WOODALL, unmarried.

\$4.97	Duty	\$4.30	Recordation
	Cancelled		Tax
	Revenue		Stamps
	Stamps		

HARRY G. CRAWFORD and DOBOTEY M. CRAWFORD, his wife

THIS DEED, Made this 21st day of June, in the year nineteen hundred and forty-four, by Elmore S. Clayton, Senior, and Mabel Reimnsider Clayton, his wife, both of Howard County, in the State of Maryland, Marie K. Clayton, divorced and unmarried, of Baltimore City, in the State of Maryland, and Haro P. Woodall, unmarried, of Howard County, in the State of Maryland.

WHEREAS, by deed dated April 24, 1925, and recorded among the Land Records of Howard County, in Liber M. B. N. NO. 122, Folio 474, etc., Caroline T. Thompson, and others, conveyed unto the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and the said Marie K. Clayton, his then wife, as tenants by the entireties, in fee simple, a tract of land therein more particularly described and



referred to as containing eight and twenty-three one-thousandths acres of land, more or less, of which the land hereinafter described, and by this deed intended to be conveyed, is a part; and,

WHEREAS, by a decree of the Circuit Court No. 2, of Baltimore City, in the State of Maryland, the said Marie K. Clayton was divorced a vinculo matrimonii from the said Elmore S. Clayton, Senior, on the 11th day of October, 1939, and the said Elmore S. Clayton, Senior has since intermarried with the said Mabel Reimannider Clayton, but the said Marie K. Clayton has not since remarried; and,

WHEREAS, the said Hemo P. Woodell is the contract purchaser of the land conveyed by Thompson to Clayton, as aforesaid, and is willing to release the land hereinafter described from the operation and effect of his contract of sale, as is evidenced by his signature herein.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of five dollars and other valuable considerations, the said Elmore S. Clayton, Senior, and Mabel Reimannider Clayton, his wife, the said Marie K. Clayton, and the said Hemo P. Woodell do grant and convey unto Harry G. Crawford and Dorothy M. Crawford, his wife, their assigns, and to the survivor of them, his or her heirs and assigns, as tenants by the entireties, in fee simple, all that piece of parcel of land situate and lying in the First Election District of said Howard County which, according to a survey made by J. Raymond Curtis, Civil Engineer and Surveyor, in February, 1944, is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pin in the first line of that land which, by deed dated February 8, 1936, and recorded among said Land Records in Liber B. M. Jr., No. 153, Folio 539, etc., was granted and conveyed by the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and Marie K. Clayton to Hewlett B. Cox, trustee, and at the distance of two hundred forty-three feet from the beginning thereof, and running thence with and binding on the remainder of said first line, (1) North ten degrees thirty-five minutes West six hundred fourteen feet, to the end thereof, thence running with and binding on the second, third, fourth, fifth, sixth, seventh, and part of the eighth lines of said land the seven following courses and distances, namely: (2) North eighty-eight degrees fifteen minutes East ninety-six feet, (3) South fifty-six degrees twenty-five minutes East one hundred twenty-one feet, (4) North seventy-nine degrees fifty-five minutes East seventy-seven feet, (5) North forty-seven degrees thirty minutes East sixty-seven feet, (6) North eighty-two degrees East one hundred sixty-two feet, (7) South thirteen degrees East three hundred nine feet, and (8) South thirty degrees East eighty-four and six-tenths feet, thence running the following new course and distance, namely: (9) South sixty-four degrees fifty minutes West five hundred twenty-one and five-tenths feet, to the place of beginning, containing five and two hundred fifty-eight one-thousandths acres of land, more or less.

BEING a part of that land which, by the deed dated and recorded as aforesaid, was granted and conveyed by the said Caroline T. Thompson, and others, to the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and Marie K. Clayton, his then wife, as tenants by the entireties, in fee simple.

(For further title see the deed dated and recorded as aforesaid from the said

Elmore S. Clayton, Senior, therein described as Elmore S. Clayton, and the said Marie K. Clayton to Hewlett B. Cox, trustee, and the deed dated the 8th day of June, 1944, and intended to be recorded among the Land Records of said Howard County immediately prior to the recording of these presents, from the said Hewlett B. Cox, trustee, to the said Elmore S. Clayton, Senior, and Marie K. Clayton.)

TOGETHER WITH the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining; and especially a right-of-way fifteen feet wide hereby granted by the said Elmore S. Clayton, Senior, Mabel Reinsnyder Clayton, <sup>Marie K. Clayton</sup> and Hemo P. Woodall, to the said Harry G. Crawford and Dorothy V. Crawford, their assigns, and the survivor of the, his or her heirs and assigns, and the owners and occupiers for the time being of the property hereby conveyed, and as an easement appurtenant thereto, and more particularly described as follows, that is to say:

BEGINNING for the same at a point in the ninth, or last, line of the parcel above described, North sixty-four degrees fifty minutes East twenty-five and eight-tenths feet from an iron pin in said line, said iron pin being North sixty-four degrees fifty minutes East one hundred six and five-tenths feet from the end of said line, thence running the following new course and distance, namely: (1) South thirty degrees forty-four minutes East two hundred three and seventy-one one-hundredths feet, to the Northern boundary of the Baltimore and Washington Boulevard, thence running with and binding on the Northern boundary of said Boulevard, (2) South fifty-four degrees fifty minutes West fifteen feet, thence leaving said Boulevard and running the following new course and distance, parallel to the line first above described (3) North thirty degrees forty-four minutes West two hundred six and twenty-eight one-hundredths feet, to a point North sixty-four degrees fifty minutes East ten and eight-tenths feet, from the aforesaid iron pin, and thence running reversely with and binding on said ninth, or last, line of the above described parcel of land, (4) North sixty-four degrees fifty minutes East fifteen feet, to the place of beginning.

THIS right-of-way is to be an easement for the benefit of the property by this deed conveyed and to enable the said Harry G. Crawford and Dorothy M. Crawford, and the owners and occupiers for the time being of the property above described, or any part thereof, and the servants, licensees, and invitees of the said Harry G. Crawford and Dorothy M. Crawford, and the owners and occupiers of the lot above described, or any part thereof, to pass and re-pass, at their pleasure, with horses, wagons, automobiles, and all other kinds of vehicles, or on foot, between the Baltimore and Washington Boulevards and the property hereby conveyed.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Harry G. Crawford and Dorothy M. Crawford, their assigns, and to the survivor of them, his or her heirs and assigns, as tenants by the entirety, forever in fee simple, together with the right-of-way above described.

AND the said Elmore S. Clayton, Senior, Mabel Reinsnyder Clayton, Marie K. Clayton, and Hemo P. Woodall covenant that they will warrant specially the property hereby conveyed and that they will execute such further and better deeds of said land as might be requisite.

AS WITNESS their hands and seals the day and year first hereinbefore written.

Test:

Marie F. Myers

Elmore S. Clay, Sr, Senior (SEAL)

Mabel Reinsulder Clayton (SEAL)

Marie K. Clayton (SEAL)

Wesley P. Woodell (SEAL)

STATE OF MARYLAND, HOWARD COUNTY, Etc.:

I HEREBY CERTIFY, That on this 21st day of June, 1944, before me, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Howard County aforesaid, personally appeared Elmore S. Clayton, Senior, and Mabel Reinsulder Clayton, his wife, Marie K. Clayton and Wesley P. Woodell and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Marie F. Myers, Notary Public

Received for record 23<sup>rd</sup> June 1944 at 2:50 o'clock P. M. Same day recorded and examined per,

*Benj. Miller, Jr*  
CLERK

*Mortgage  
3/1/45  
Re 7-20-44*

HARRY G. CRAWFORD and DOROTHY M. CRAWFORD, his wife,

MORTGAGE TO

THE LAUREL BUILDING ASSOCIATION of PRINCE GEORGE'S COUNTY

This purchase money mortgage, Made this day of June, in the year one thousand nine hundred and forty-four by Harry G. Crawford and Dorothy M. Crawford, his wife, Mortgagors, and The Laurel Building Assoc-

tion of Prince George's County, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

WHEREAS, The said Harry G. Crawford and Dorothy M. Crawford, his wife, being members of The Laurel Building Association of Prince George's County, aforesaid, and as such members sharing and participating in the profits of said body corporate, have received therefrom an advance of Thirty-five Hundred Dollars (\$3500.00), on the Thirty-five (35) shares of stock held and owned by the said Mortgagors in their own right, being the par value of the same, at its maturity, said \$3500.00 to be for a portion of the purchase price of the hereinafter described property.

AND WHEREAS, It has been agreed by and between Mortgagors and Mortgagee that the payment of dues, interest, premiums and taxes, as hereinafter mentioned, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage, on the property hereinafter described, wherefore this Mortgage is executed, the same being a condition precedent to said advance.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premium and one dollar (\$1.00) the said Harry G. Crawford and Dorothy M. Crawford, his wife, do grant and convey unto The Laurel Building Association of Prince George's County,

194-  
550

(F)

*Recorded  
194/550  
Henry T. Sowers*

HARRY G. CRAWFORD and DOROTHY M. CRAWFORD, his wife. 194/550 DEED TO	\$9.90 Duly Cancelled Revenue	\$6.80 Recordation Tax
HARRY T. SOWERS and VIOLETA V. SOWERS, his wife.	Stamp.	Stamps.

THIS DEED, Made this 18th day of December, in the year nineteen hundred and forty-six, by Harry G. Crawford and Dorothy M. Crawford, his wife, both of Howard County, in the State of Maryland.

WITNESSETH That in consideration of Five (\$5.00) Dollars and other valuable considerations the said Harry G. Crawford and Dorothy M. Crawford, his wife, do grant and convey unto Harry T. Sowers and Viola V. Sowers, his wife, as tenants by the entireties, and the survivor of them, their heirs and assigns, in fee simple, all that piece or parcel of land situate and lying in the First Election District of said Howard County which, according to a survey made by J. Raymond Curtis, Civil Engineer and Surveyor, in February, 1944, is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pin in the first line of that land which, by deed dated February 3, 1936, and recorded among said Land Records in Liber B.M. Jr., No. 153, folio 539, etc., was granted and conveyed by the said Elmore S. Clayton, Senior, therein described as Elmore S. Clayton and Marie A. Clayton to Hewlett B. Cox, trustee, and at the distance of two hundred forty-three (243) feet from the beginning thereof, and running thence with and binding on the remainder of said first line, (1) North ten (10) degrees thirty-five (35) minutes West six hundred fourteen (614) feet, to the end thereof, thence running with and binding on the second, third, fourth, fifth, sixth, seventh, and part of the eighth lines of said land the seven following courses and distances, to-wit: (2) North eighty-eight (88) degrees fifteen (15) minutes East ninety-six (96) feet, (3) South fifty-six (56) degrees twenty-five (25) minutes East one hundred twenty-one (121) feet, (4) North seventy-nine (79) degrees fifty-five (55) minutes East seventy-seven (77) feet, (5) North forty-seven (47) degrees thirty (30) minutes East sixty-seven (67) feet, (6) North eighty-two (82) degrees East one hundred sixty-two (162) feet, (7) South thirteen (13) degrees

East three hundred nine (309) feet, and (2) south thirty (30) degrees East eighty-four and six-tenths (84.6) feet, thence running the following new course and distance, namely: (9) South sixty-four (64) degrees fifty (50) minutes West five hundred twenty-one and five-tenths (521.5) feet, to the place of beginning, containing five and two hundred fifty-eight one-thousandths acres of land, more or less.

BEING all and the same piece or parcel of ground which by deed dated the 21st day of June, 1944, and recorded among the Land Records of said Howard County in Liber B.M.S., No. 182, folio 40, etc., was granted and conveyed by Elmore S. Clayton, Senior, and Label Reimsnyder Clayton, his wife, Marie K. Clayton, divorced and unmarried, and Elmo P. Woodall, unmarried, to the said Harry G. Crawford and Dorothy E. Crawford, his wife.

TOGETHER with the buildings and improvements thereon and all and every the rights and appurtenances thereto belonging or in anywise appertaining; and especially a right-of-way fifteen (15) feet wide, as particularly mentioned in the Deed from the said Elmore S. Clayton, Senior, and others, to the said Harry G. Crawford and Dorothy E. Crawford, their assigns, and the survivor of them, his or her heirs and assigns, which said Deed is dated and recorded as aforesaid, and as an easement appurtenant thereto, and which is more particularly described as follows, that is to say:

BEGINNING for the same at a point in the ninth, or last, line of the parcel above described, North sixty-four (64) degrees fifty (50) minutes East twenty-five and eight-tenths (25.8) feet from an iron pin in said line, said iron pin being North sixty-four (64) degrees fifty (50) minutes East one hundred six and five-tenths (106.5) feet from the end of said line, thence running the following new course and distance, namely: (1) South thirty (30) degrees forty-four (44) minutes East two hundred three and seventy-one one-hundredths (203.71) feet, to the Northern boundary of the Baltimore and Washington Boulevard, thence running with and binding on the northern boundary of said Boulevard (2) South fifty-four (54) degrees fifty (50) minutes West fifteen (15) feet, thence leaving said Boulevard and running the following new course and distance, parallel to the line first above described (3) North thirty (30) degrees forty-four (44) minutes West two hundred six and twenty eight one-hundredths (206.28) feet, to a point North sixty four (64) degrees fifty (50) minutes East ten and eight-tenths (10.8) feet, from the aforesaid iron pin, and thence running reversely with and binding on said ninth, or last, line of the above described parcel of land, (4) North sixty-four (64) degrees fifty (50) minutes East fifteen (15) feet, to the place of beginning.

THIS right-of-way is to be an easement for the benefit of the property by this deed conveyed and to enable the said Harry G. Sowers and Viola V. Sowers, and the owners and occupiers for the time being of the property above described, or any part thereof, and the servants, licensees, and invitees of the said Harry G. Sowers and Viola V. Sowers, and the owners and occupiers of the lot above described, or any part thereof, to pass and re-pass, at their pleasure, with

horses, wagons, automobiles, and all other kinds of vehicles, or on foot, between the Baltimore and Washington Boulevard and the property hereby conveyed.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Harry T. Sowers and Viola V. Sowers, as tenants by the entireties, and the survivor of them, their heirs and assigns, in fee simple, together with the right-of-way above described.

AND the said Harry G. Crawford and Dorothy M. Crawford covenant that they will warrant specially the land and premises hereby conveyed and will execute such further assurances of said land as may be requisite.

AS WITNES OUR HANDS AND SEALS the day and year first above written.

TEST:

Cellus L. Brown

Harry G. Crawford (SEAL)

Dorothy M. Crawford (SEAL)

STATE OF MARYLAND, CARROLL COUNTY, Not.:

I HEREBY CERTIFY, That on this 18th day of December, 1946, before me, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Carroll County aforesaid, personally appeared Harry G. Crawford and Dorothy M. Crawford, his wife, and each acknowledged the foregoing Deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Cellus L. Brown  
Notary Public.

Received for record 21<sup>st</sup> December 1946, at 11:55 o'clock A.M. Same day recorded and examined per,

*Milton W. Casper*  
CLERK.

RECORDED BY NOTARIAL  
1946 DEC 21-4

HARRY T. SOWERS and  
VIOLA V. SOWERS, his wife.

PURCHASE MONEY  
MORTGAGE TO

SYKESVILLE STATE BANK and  
WOODBINE NATIONAL BANK,  
Jodies corporate.

THIS PURCHASE MONEY MORTGAGE,

Made this 18th day of December, in the year nineteen hundred and forty-six, by Harry T. Sowers and Viola V. Sowers, his wife, Mortgagees of Howard County, in the State of Maryland, of the first part, and

the Sykesville State Bank, a body corporate, duly incorporated under the Banking Laws of the State of Maryland and the Woodbine National Bank, a body corporate, duly organized under the Banking Laws of the United States, Mortgagees, of the second part.

6

of 341 x 500

Handed to front desk  
last week by  
exchange

THIS DEED, made this 17<sup>th</sup> day of November, 1948,  
by HARRY T. SOWERS and VIOLA V. SOWERS, his wife, both of  
Howard County, in the State of Maryland.

WITNESSETH, That in consideration of the sum of  
Five Dollars (\$5.00) and other valuable considerations, the said  
HARRY T. SOWERS and VIOLA V. SOWERS, his wife, do hereby grant  
and convey unto JAMES EDWARD ROBERTS and BERNADETTE ELIZADETH  
ROBERTS, his wife, all that piece or parcel of land situate and  
lying in the First Election District of Howard County, and which  
according to a survey made by Purdum and Jeserick, Registered  
Engineers and Land Surveyors, on October 22, 1959, is more  
particularly described as follows:



BEGINNING for the same at an iron pipe at the  
beginning of the seventh or South 13 degrees East 309 feet line  
of a parcel of land which by deed dated December 18, 1946 and  
recorded among the Land Records of Howard County, Maryland, in Liber  
194 at folio 350 was granted and conveyed by Harry G. Crawford  
and Dorothy M. Crawford, his wife, to Harry T. Sowers and Viola V.  
Sowers, his wife, and running thence with the seventh, eighth and  
part of the ninth lines of parcel of land described in the above  
mentioned deed South 12 degrees 59 minutes 50 seconds East 309.00  
feet to an iron pipe, South 29 degrees 39 minutes 17 seconds East  
84.60 feet to an iron pipe and South 63 degrees 52 minutes 30  
seconds West 251.65 feet to an iron pipe, thence for a new line of  
division as now drawn North 18 degrees 05 minutes 14 seconds West  
439.86 feet to an iron pipe on the fourth line of the parcel of  
land described in the deed above 38.82 feet from the beginning  
thereof, thence binding on part of the fourth line and all of the  
fifth and sixth lines of the parcel of land described in deed  
above North 81 degrees 51 minutes 10 seconds East 38.81 feet to an  
iron pipe, North 49 degrees 23 minutes 50 seconds East 167.43 feet  
to an iron pipe and North 83 degrees 38 minutes 40 seconds East  
163.33 feet to the place of beginning, containing 2.40 acres of

land, more or less.

BEING part of that parcel of land which by deed dated December 18, 1948 and recorded among the Land Records of Howard County, Maryland, in Liber 194 folio 550 was granted and conveyed by Harry G. Crawford and Dorothy M. Crawford, his wife, to Harry T. Sowers and Viola V. Sowers, his wife.

TOGETHER WITH the buildings and improvements thereon and all and every the ways, rights, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said James Edward Roberts and Bernadette Elizabeth Roberts, his wife, as tenants by the entireties, in fee simple.

AND the said Grantors herein warrant specially the property hereby conveyed and covenant that they will execute such other and further assurances of said land as may be requisite.

AS WITNESS the hands and seals of the Grantors herein.

Test:

C. Helen Ames  
Harry T. Sowers (SEAL)  
Viola V. Sowers (SEAL)

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17<sup>th</sup> day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Harry T. Sowers and Viola V. Sowers, his wife, and they each acknowledged the foregoing deed to be their respective act.

AS WITNESS my hand and Notarial Seal.



C. Helen Ames  
Notary Public  
Received for record Nov 19 1959 at 3:04  
o'clock PM Same day recorded and examined per  
Roby H. Mullinix RM, Clerk.



FORM RW 25 (Revised 7/1/71) LEGAL DEPARTMENT 300 West Preston Street Baltimore, Maryland 21201	<b>DEED</b> TO THE STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION	PAGE 1
		Right of Way Item No. 98262
Mail Address - P. O. Box 717 Baltimore, Maryland 21201		State Highway Administration Project No. HO 362-5-771

This Deed, Made this 15th day of May in the year 1973

(A) WHEREAS, the State Highway Administration of the Department of Transportation, acting for and on behalf of the State of Maryland, finds it necessary to acquire the land, easements, rights and/or controls, shown and/or indicated on State Highway Administration's Plats Numbered


41684


which are duly recorded, or intended to be recorded, among the Land Records of




HOWARD County (ies) in the State of Maryland to order to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, under its Contract Number HO 362-5-771 and known as the Maryland Route 100 (Outer Beltway) - U. S. Route 1 to I-95 Interchange and to thereafter use, maintain and/or further improve said highway and/or bridge, as a part of the Maryland State Roads System.

(B) NOW, THEREFORE, THIS DEED AND PLEASE WITNESSETH: That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby grant and convey unto the STATE OF MARYLAND, TO THE USE OF THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION, its successors and assigns, FOREVER IN FEE SIMPLE, all our right, title and interest, free and clear of all liens and encumbrances, in and to

(C) ALL THE LAND, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line," as shown and/or indicated on the hereinbefore mentioned plats, all of which plats are made a part hereof, so far as our property and/or our rights may be affected by the said proposed highway and/or bridge, and the appurtenances thereto belonging, or in anywise appertaining.

(D) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, the right to create, use and maintain on the area of the land shown hatched thus  on the above designated plats, such slopes as are necessary to retain and support the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land over which this slope easement is granted is changed so that the easement required for slopes is no longer necessary to retain, support or protect the highway construction within the area conveyed in fee simple, then said easement for slopes shall cease to exist.

(E) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, the perpetual right to create, use and maintain on the area of the land shown cross-hatched thus  on the above designated plats, such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts and all other drainage facilities as are necessary in the opinion of the State Highway Administration to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway.

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

(G) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of any means, whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the lines which are designated "Right of Way Line of Through Highway," to the end that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and their remaining property across those lines which are so marked on the above mentioned plats, except by means of such public road connections as are authorized by law.

(H) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of vehicular ingress or egress between their remaining property and the highway across those portions of the right of way lines which are marked "THROUGHOUT THIS PORTION OF THE RIGHT OF WAY LINE ALL VEHICULAR ACCESS IS DENIED," to the end that there never will be any vehicular access to or from said highway and their remaining property across those portions of the said right of way lines which are so marked on the above mentioned plats.

CONTINUED ON PAGE 2

AUG 16-73 \* 21304 \*\*\*\*\*

AUG 16-73 A 21304 \*\*\*\*\*

(I) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns, the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected or with growing crops.

(J) AND THE GRANTORS HEREIN do hereby covenant and agree, on behalf of themselves, their heirs, successors and assigns, to abide by and respect each and every control or restriction set forth in this instrument of writing, it being the intention of this conveyance to perpetuate all the rights and privileges granted to the State of Maryland, to the use of the State Highway Administration, by this deed. It is expressly understood and agreed that these covenants shall run with and bind upon the GRANTORS, their heirs, successors and assigns, forever.

(K) IT BEING part of the same property conveyed by deed from Rosetta Smith, widow, to Edward J. Roberts and Bernadette E. Roberts, wife, and recorded on 10/7/55 among the Land Records of Howard County in Liber RHM No. 273, folio 328.

IT BEING part of the same property conveyed by deed dated 11/17/59 from Harry T. Sowers and Viola V. Sowers, wife, to James E. Roberts and Bernadette E. Roberts, wife, and recorded on 11/19/59 among the Land Records of Howard County in Liber RHM No. 343, folio 535.

CONTINUED ON PAGE 3

BINDING MARGIN  
DO NOT WRITE IN THIS SPACE

649 378

BINDING MARGIN  
DO NOT WRITE IN THIS SPACE

FORM RW 25 (Revised 7/1/71)

CONTINUED FROM PAGE 2

PAGE 3

LIBERO 649 FOLIO 379

(V) TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

(W) IT IS UNDERSTOOD AND AGREED that the State Highway Administration shall have no further obligation or liability for the results of construction, reconstruction, maintenance or further construction of said highway and/or bridge.

(X) TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed unto the proper use and benefit of the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, its successors and assigns forever in fee simple, together with the rights, easements, privileges and controls hereinbefore mentioned.

The property conveyed by this instrument in fee simple is 3.9<sup>th</sup> Acres.

(Y) AND the grantors covenant that they have neither done, nor suffered to be done, anything to encumber the property, easements and/or rights, etc., hereby conveyed, and that they will execute such other and further assurance of same as may be requisite.

(Z) AND join in this conveyance for the purpose of releasing the land, easements and/or rights herein conveyed from the operation and effect and any mortgage and/or lien which they hold upon the property of the grantors, retaining their rights as mortgagees and/or tenors in and to the remainder of the land of the grantor not affected by this conveyance.

IN WITNESS WHEREOF we have hereunto set our hands and seals.

WITNESS	<u>Joy A. Sanders</u>	<u>James Edward Roberts</u> (SEAL)
WITNESS	<u>Joy A. Sanders</u>	<u>James Edward Roberts</u> (SEAL)
WITNESS	_____	<u>Bernadette E. Roberts</u> (SEAL)
WITNESS	_____	<u>Bernadette E. Roberts, wife</u> (SEAL)
WITNESS	_____	<u>Commercial and Farmers Bank</u> (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)
WITNESS	_____	_____ (SEAL)

SEE PAGE 4 FOR ACKNOWLEDGMENTS

STATE OF MARYLAND - COUNTY OF Howard

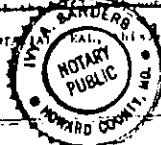
I hereby certify that, before me, the undersigned, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for Howard County, personally appeared, James Edward Roberts and

Bernadette E. Roberts

and each severally acknowledged the foregoing deed and release to be ~~THEIR~~ ~~THEIR~~ or theirs respective act, or ~~theirs~~ (NOTE: strike out the words not applicable.)

AS WITNESS MY HAND AND NOTARY SEAL, this 5th day of May, 1973, in the year 1973

NOTARY SEAL



Wm. A. Sanders, Notary Public, My Commission expires July 1, 1974

*Wm. A. Sanders*  
*Wm. A. Sanders*

STATE OF MARYLAND - COUNTY OF Howard

(J)

153-541

their act.

AS WITNESS my hand and Notarial Seal.

Helen E. Zelden.  
Notary Public.

(SEAL'S PLACE).

Received for record 25<sup>th</sup> Feb., 1936 at 3.45 o'clock P. M. Same day recorded and examined per,

Benj. Mellor, Jr.  
Clerk.

*Received 27th Feb 1936  
Elmore S. Clayton*

ELMORE S. CLAYTON and  
MARIE K. CLAYTON,  
his wife,

DEED TO  
ELMORE S. CLAYTON, JR.

THIS DEED, Made this 8th day of February, in the year 1936, by and between Elmore S. Clayton of Howard County, Maryland, and Marie K. Clayton, his wife, of Anne Arundel County, Maryland, parties of the first part, grantors, and Elmore S. Clayton, Jr., of Howard County, Maryland, party of the second part, grantee.

WITNESSETH, that for and in consideration of the sum of \$5.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, together with the natural love and affection the grantors have for their son, the said grantee, they do grant and convey unto the said Elmore S. Clayton, Jr., his heirs and assigns in fee simple, the following property located on the northwest side of the Baltimore and Washington Boulevard between Montgomery and Dorsey Roads in the first election district of Howard County, Maryland; the same being improved by a frame garage, being more particularly described as follows:

BEGINNING for the same at a point on the northwest side of the Baltimore and Washington Boulevard south 54 degrees 50 minutes <sup>West (see 183/19)</sup> ~~West~~ 597 feet from the center of a concrete culvert from the end of a division line between the Clayton and Horton properties, said culvert being shown on a plat prepared by J. R. Curtis, engineer of Ellicott City, Maryland and known as a plat of the property of Marie K. Clayton, subdivided, dated November, 1934, (said subdivision being only a proposed subdivision which was never carried out); thence north 10 degrees and 35 minutes west 243 feet to an iron pin at the southeast corner of the large lot proposed to be allotted to said Marie K. Clayton; thence north 64 degrees 50 minutes east 37 feet along a line of division between the lot now being described and the said large lot of another iron pin; thence south 21 degrees 50 minutes east 225 feet to the northwest side of said Baltimore and Washington Boulevard said line being a line of division on said plat between the small lot allotted to Marie K. Clayton

and another to Elmore S. Clayton and J. Frank Harman, said last-mentioned line passing through the center of a cedar tree in the line thereof; thence south 35 degrees west binding on the northwest side of the Baltimore and Washington Boulevard 86 feet to the place of beginning. The same to comprise 1.314 acres more or less.

BEING and intended to be part of the whole tract which by deed dated April 24, 1925, and recorded among the Land Records of Howard County in Liber HBN 122, folio 474 etc. was granted and conveyed by Caroline S. Thompson and Charles St. Claire Thompson and wife to the said Elmore S. Clayton and Marie K. Clayton, his wife.

TOGETHER with the buildings and improvements thereupon, erected, made, or being; and all and every, the rights, alleys, ways, waters, and especially the right to use water from the wells and pumps on the whole lot for a period of six months, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, subject, however, to the restriction of not selling lunches, beer, cigars and cigarettes, candy, or liquor or to use the building thereon as a tourist inn.

TO HAVE AND TO HOLD ~~the~~ said piece or parcel of ground and premises both real, personal and mixed above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or in anywise appertaining unto and to the only proper use, benefit and behoof forever of the said Elmore S. Clayton, Jr., his heirs and assigns in fee simple. It being understood by the parties hereto that the existing mortgage and other liens on the whole property to be paid by the grantors.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey the said land, that the said party of the second part shall quietly enjoy said land; and that they will execute such assurances of said land as may be requisite.

WITNESSETH the hands and seals of the said grantors.

TEST: Helen E. Wolden.

Elmore S. Clayton, Sr. (SEAL).

Marie K. Clayton. (SEAL).

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of February, in the year one thousand nine hundred and thirty-six, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, but acting for Howard and Anne Arundel Counties, personally appeared Elmore S. Clayton and Marie K. Clayton, his wife, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(SEAL'S PLACE).

Helen E. Wolden.  
Notary Public.

Received for record 25<sup>th</sup> Feb., 1936 at 3.45 o'clock P. M. Same day recorded and examined per,

(R)

137-109

*Wanted to be bound  
Oct 11 1921*

EMORE S. CLAYTON.  
MARIE K. CLAYTON.  
RIGHTS OF WAY TO  
AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY

\$1.00 Received of the AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY OF BALTIMORE FIFTY One and no/10  
Dollars, in consideration of which we hereby  
grant unto said company, its associated and allied  
companies, their respective successors, assigns,

lessees and agents, the right, privilege and authority to construct, reconstruct,  
operate and maintain lines of telephone and telegraph, consisting of such poles,  
wires, cables, conduits, guys, anchors and other fixtures and appurtenances as  
the grantee may from time to time require, upon, across, over and/or under the  
property which we own or in which we have any interest in the First District,  
County of Howard and State of Maryland and upon, along and/or under the roads,  
streets or highways adjoining the said property, with the right to trim from  
time to time any trees along said lines so as to keep the wires and cables  
cleared at least thirty-six inches and the right to permit the attachment of  
and/or carry in conduit wires and cables of any other company. The grantor  
for himself, his heirs, executors, administrators and assigns hereby covenants  
that no fire line will be erected or permitted on said property which in the  
judgment of the grantee, its successors and assigns, will interfere with its  
service or endanger its lines. Said sum being received in full payment for the  
rights herein granted.

WITNESS our hands and seals this 31 day of August A. D. 1921 at R. D.  
Elk Ridge Md.

Witness:  
Frank B. South.  
Emore S. Clayton. (SEAL)  
Marie K. Clayton. (SEAL)

STATE OF MARYLAND-HOWARD COUNTY SS: VL-

I HEREBY CERTIFY that on this 31st day of August in the year nineteen hun-  
dred twenty one before me a subscriber a Notary Public of the State of Mary-  
land duly commissioned and qualified and residing in Baltimore County aforesaid  
personally appeared Emore S. Clayton and Marie K. Clayton and acknowledged the  
aforegoing Deed to be his act.

IN TESTIMONY WHEREOF I HEREBY SET MY HAND AND SEAL OF OFFICE AS NOTARIAL.

Harry P. Leffler. (Notary Public)

Com. Expires May 4/ 1931.

Received for record 29<sup>th</sup> Aug. 1921 at Elk Ridge Md. Deed No. recorded and  
examined per

*Howard S. ...* Clerk.

(L)

the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises unto and to the proper and benefit of the said William Thomas Bordley, Junior, and Henrietta K. Bordley, his wife, as tenants by the entireties, in fee simple.

AND the said Annie Bordley, Walter Bordley, Annie Rebecca Bordley, Geneva Bordley Dorsey, John Albert Dorsey and Addie Virginia Bordley covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

AS WITNESS THEIR HANDS AND SEALS, the day and year first above written.

TEST: Annie I Bordley. (SEAL)  
 her  
 mark  
 Walter Bordley. (SEAL)  
 her  
 Annie Rebecca I Bordley. (SEAL)  
 mark  
 Geneva Bordley Dorsey. (SEAL)  
 John Albert Dorsey. (SEAL)  
 Addie Virginia Dorsey. (SEAL)

Lucy A. Yates.

TEST:

Lucy A. Yates.

STATE OF MARYLAND, HOWARD COUNTY, Notary

I HEREBY CERTIFY, That on this 30th day of April, 1930, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Howard County aforesaid, personally appeared Annie Bordley, widow, Walter Bordley and Annie Rebecca Bordley, his wife, Geneva Bordley Dorsey and John Albert Dorsey, her husband, and Addie Virginia Bordley, unmarried, and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(SEAL'S PLACE)

Lucy A. Yates.

Notary Public.

Received for record 30<sup>th</sup> Apr. 1930 at 10:45 o'clock A. M. Same day recorded and examined per

*Howard S. Bishop*  
Clerk.

138  
228-440

*Amended to attend land case of 1931  
T. J. Bay 5/7/31 (copy to be made)*

ELMORE S. CLAYTON and  
MARIE K. CLAYTON, his wife.

LEASE TO

STANDARD OIL COMPANY,  
of New Jersey

LEASE (RENTAL DETERMINED BY SALES)

THIS AGREEMENT, made this 4th day of April in the year 1930, by and between Elmore S. Clayton and Marie K. Clayton, his wife hereinafter called Lessor, which ex-

pression shall include personal representatives, heirs, successors or assigns, as the case may be, where the context so requires or admits, and Standard Oil Company of New Jersey, a corporation of the State of Delaware, hereinafter called Lessee, which expression shall include its successors and assigns where the context so requires or admits.

WITNESSETH: Lessor does hereby demise and lease unto Lessee all that lot,



piece or parcel of land situate two miles south of the Town of Elkridge, County of Howard, State of Maryland, described as follows: That is to say,

Beginning at a point indicated by concrete block column located at the southwest corner of property of Elmore S. Clayton and Marie K. Clayton, his wife, on the west side of Washington Boulevard (U.S. Route #1), and running in a northwesterly direction 100 feet, thence in a northeasterly direction 76 feet, then in a southeasterly direction 110 feet, thence in a southwesterly direction parallelling Washington Boulevard for a distance of 102 feet to point of beginning.

together with the buildings, improvements and equipment thereon or connected therewith, all of which are listed in the Schedule hereto attached, and marked Schedule "A".

TO HOLD the premises hereby demised unto Lessee for the term of Five years beginning on the first day of May, 1930, and ending on the thirtieth day of April, 1935, Lessee paying therefor as rental each month an amount equivalent to one cent (1¢) for each gallon of gasoline and other motor fuels sold during the month at said premises by the lessee or its agents or assigns. Payments of said rental are to be made on or before the tenth day of the month following the month in which the rental is earned. Lessee shall keep such books and records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit the Lessor to examine and inspect such books and records at any time and from time to time when the Lessor desires so to do.

THE above letting is on the following terms, conditions and covenants, to wit:

1. Lessee shall pay the specified rent at the times and in the manner provided.
2. The said premises may be used as a gasoline filling and automobile service station, including the storage and sale of gasoline and other petroleum products, and all automobile supplies and accessories.
3. Lessor agrees to pay all taxes, assessments, water bills, and all other taxes or charges that may be levied against said premises and Lessor also agrees to pay all bills or charges for light, power and heat incurred in the use of said premises. If at any time during the term hereof Lessor is not employed by Lessee to operate said premises, then Lessee agrees to pay all bills and charges for light, power, heat and water incurred by Lessee, or its employee, or sub-lessee at said premises. Should Lessor fail to pay any such taxes, bill and charges, when due and payable, Lessee shall have the right to pay the same, and to charge the same to Lessor, and Lessee may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.
4. If and in the event the duly authorized authorities of the town, county, or other sub-division of the State, now in existence or hereafter

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created, in which said premises are located, shall refuse to grant, or having granted, shall rescind any permit necessary for Lessee to store and sell at said premises gasoline and other petroleum products, or to use the premises for the sale of such products, or shall pass a law or issue an order which shall in the judgment of Lessee necessitate the removal of the tanks or other appliances owned, placed or used on the premises by Lessee in the conduct of its business, or imposing such restrictions upon the conduct of its business as shall in its judgment necessitate the discontinuance of its business on the premises, then and in either of such events, this lease shall at the option of Lessee become null and void and all obligation to pay the rental hereunder shall cease and determine.

5. Lessee is hereby given the right to move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and to construct, build, and place upon said premises such buildings, structures, equipment and machinery as shall in its opinion be necessary to use and operate said premises. Lessee is hereby given the further right to paint said buildings, structures, tanks and equipment in any colors it shall select and to paint thereon such of its trademarks and other signs, devices and advertisements as it shall elect.

6. Upon the expiration or termination of this lease for any cause Lessee is to return the property herein described to Lessor and Lessee shall restore said premises to the condition existing on the date hereof, ordinary wear and tear excepted, provided, however, Lessee shall not be required to replace or relocate any building, structures, tanks or machinery removed or relocated with the express consent of Lessor. Lessee shall have the right to remove from said premises all buildings, structures, pumps, tanks, machinery and equipment placed thereon by Lessee.

7. In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness for occupancy until the property is put in tenable condition, and Lessee is able to and does occupy said premises for the purposes herein described. Lessor agrees to immediately replace, repair or reconstruct any buildings, structures or equipment on the premises in the event that they are rendered unfit for occupancy or to reconstruct or replace said buildings, structures or equipment with buildings, structures and equipment of like value and like character and construction. Should Lessor fail or refuse to immediately commence and proceed expeditiously to repair or reconstruct the premises, Lessee has the right at its option to repair or reconstruct the same, and in that event Lessee shall have a lien upon said premises for the amount expended therefor, and is hereby authorized to withhold all rents as they accrue until it shall be reimbursed for said expenditure, or Lessee shall have the right and option to cancel this lease without further liability.

8. Lessee during the term of this lease or any renewal or extension thereof shall have the right and privilege to sublet or assign all or any part of its

right under and to said premises but any such subletting or assignment shall not relieve Lessee from its obligation to pay the rent herein reserved unless Lessor shall consent in writing to such subletting or assignment.

9. Lessee shall have the privilege and option of renewing this agreement for an additional period of five years, beginning with the date of the expiration hereof upon the same terms and conditions as hereinabove set forth and such privilege of renewal and extension shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration hereof of its intention not to exercise such renewal privilege.

10. Lessee has and is hereby given the right to cancel this lease at any time on giving Lessor thirty (30) days' notice of Lessee's intention so to do. On the date such cancellation becomes effective, excepting only when the cancellation is made in accordance with the provisions of Article 4 hereof, Lessee shall pay to Lessor as consideration for said cancellation an amount which shall be determined by multiplying the largest rents theretofore paid in any one month under this lease by the number of full years remaining before the expiration of this lease.

12. Any notice to be given by Lessee to Lessor shall be sufficiently given, if in writing, and delivered to Lessor, or mailed, postage prepaid, to Lessor at the premises herein described, or at such other address as may at any time be furnished by Lessor to Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Elmore S. Clayton  
Lessor

Marie K. Clayton.  
Lessor.

WITNESS: as to signatures of  
Elmore S. and Marie K. Clayton

STANDARD OIL COMPANY OF NEW JERSEY  
By J. A. Frioker  
Manager

Watson G. Hurley

WITNESS: as to signature of J. A. Frioker

W. H. Magonhardt

(Incorporate here the acknowledgment of the Lessor in the statutory form of the State where the leased property is situated )

State of Maryland, County of Howard, to wit:

I HEREBY CERTIFY THAT ON THIS 4th day of April, in the year 1900, before me the subscriber, a Notary Public of the State of Maryland, in and for Howard County aforesaid, personally appeared Elmore S. Clayton and Marie K. Clayton, his wife, and did each acknowledge the foregoing lease to be their respective act.

IN WITNESS WHEREOF I have hereunto set my hand seal on the day and year above written.

(SEAL'S PLACE)

Elizabeth Bird Williams.  
Notary Public.

## CONSENT OF LAND OWNER

The following consent should be signed by the owner of the land where the Lessor in the aforementioned lease holds under a lease or some other agreement.

The undersigned hereby consents to the subletting of the Lessor's rights in accordance with the above agreement. The undersigned further agrees that in the event the Lessor named in the above mentioned agreement defaults in any of the terms or conditions of the lease or other agreement under which said Lessor holds the above described premises, the undersigned will advise the Standard Oil Company of New Jersey at \_\_\_\_\_ of said default and said Standard Oil Company of New Jersey shall have ten (10) days after the receipt of said notice to make good said default on the part of the above mentioned Lessor and the undersigned agrees that so long as the Standard Oil Company of New Jersey thereafter complies with the terms of said agreement under which the above mentioned Lessor acquired said premises, its rights in and to the property under this agreement shall be valid and remain in full force and effect.

Dated this \_\_\_\_\_

day of \_\_\_\_\_

## SCHEDULE "A"

1 Econo-Air Standard - Post Type

1 United States Air Compressor - 1/2 HP - #809945 - single phase - 60 cycle

1 Tire Changing Machine

1 Yungler Battery Charging Outfit

1 Oil House - 20'4" x 24'5"

1 Combination Ladies and Gents Rest Room - 8' x 24'

Received for record May 15<sup>th</sup> 1930 at 11:00 o'clock A. M. Same day recorded and examined per

*Howard S. [Signature]*  
Clerk.



# Appendix C

# Correspondence

# KCI Technologies, Inc.

10 North Park Drive  
Hunt Valley, Maryland 21030  
(410) 316-7860  
Fax: (410) 316-7935

## FAX TRANSMISSION COVER SHEET

**Date:** April 13, 2001  
**To:** Mr. Mark Raab, Parks Supervisor of Land & Facility Management  
Howard County Department of Recreation & Parks  
**Fax:** 313-4646  
**Re:** Environmental Concerns at SHA Parcel 345, Lot 2, Tax Map 37.  
**Sender:** Doug Talaber

YOU SHOULD RECEIVE 2 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (410) 316-7860.

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KCI Technologies, Inc. is performing an environmental site assessment at the State Highway Property, located at the intersection of Route 1 and Route 100. in Howard County, MD, for the Howard County Dept of Public Works, Bureau of Environmental Services under Purchase Order Number K8222. A location map is enclosed. The purpose of the assessment is to determine the existence of, or potential for contamination of the soil, groundwater and air on or near the subject property and the surrounding area.

We have contacted several County agencies to obtain information pertaining to groundwater contamination; spills; leaking storage tanks; and other sources of contamination involving the subject property and the surrounding area within a half-mile. **We would like you to send us copies of any files in your agency's possession that contain information relevant to:**

- **past and present use of the subject property;**
- **or any other pertinent information relevant to the study area.**

Thank you for your help in this matter. We would appreciate a quick response to this letter as we need to report this information within a short time frame. Send your response to the above address. Please contact me at (410) 316-7860 if you have any questions.

Enclosure

# KCI Technologies, Inc.

10 North Park Drive  
Hunt Valley, Maryland 21030  
(410) 316-7860  
Fax: (410) 316-7935

## FAX TRANSMISSION COVER SHEET

**Date:** April 13, 2001  
**To:** Kristofer L. Singleton, Environmental Manager  
Howard County Bureau of Waste Management  
**Fax:** 313-6490  
**Re:** Environmental Concerns at SHA Parcel 345, Lot 2, Tax Map 37.  
**Sender:** Doug Talaber

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Enclosure



# KCI Technologies, Inc.

10 North Park Drive  
Hunt Valley, Maryland 21030  
(410) 316-7860  
Fax: (410) 316-7935

## FAX TRANSMISSION COVER SHEET

**Date:** April 13, 2001  
**To:** Elizabeth Calia, Division Chief  
Howard County Bureau of Engineering, Watershed Management Division  
**Fax:** 313-3435  
**Re:** Environmental Concerns at SHA Parcel 345, Lot 2, Tax Map 37.  
**Sender:** Doug Talaber

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Enclosure

# KCI Technologies, Inc.

10 North Park Drive  
Hunt Valley, Maryland 21030  
(410) 316-7860  
Fax: (410) 316-7935

## FAX TRANSMISSION COVER SHEET

**Date:** April 13, 2001  
**To:** Chief Robert Beringer, Bureau Chief  
Howard County Bureau of Utilities (Pretreatment, Public Water & Sewer)  
**Fax:** 313-4919  
**Re:** Environmental Concerns at SHA Parcel 345, Lot 2, Tax Map 37.  
**Sender:** Doug Talaber

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Enclosure

# KCI Technologies, Inc.

10 North Park Drive  
Hunt Valley, Maryland 21030  
(410) 316-7860  
Fax: (410) 316-7935

## FAX TRANSMISSION COVER SHEET

**Date:** April 13, 2001  
**To:** Bert Nixon, Director of Community Environmental Health  
Howard County Department of Health/Environmental Health Bureau  
**Fax:** 313-2648  
**Re:** Environmental Concerns at SHA Parcel 345, Lot 2, Tax Map 37.  
**Sender:** Doug Talaber

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Enclosure

# KCI Technologies, Inc.

10 North Park Drive  
Hunt Valley, Maryland 21030  
(410) 316-7860  
Fax: (410) 316-7935

## FAX TRANSMISSION COVER SHEET

**Date:** April 13, 2001  
**To:** Sergeant Christine Ulhorn, Emergency Management Coordinator  
Howard County Department of Fire Rescue  
**Fax:** 313-6027  
**Re:** Environmental Concerns at SHA Parcel 345, Lot 2, Tax Map 37.  
**Sender:** Doug Talaber

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Enclosure

# KCI Technologies, Inc.

10 North Park Drive  
Hunt Valley, Maryland 21030  
(410) 316-7860  
Fax: (410) 316-7935

## FAX TRANSMISSION COVER SHEET

**Date:** April 13, 2001  
**To:** William O'Brian, Chief of Comprehensive Planning & Zoning Administration  
Howard County Department of Planning & Zoning  
**Fax:** 313-3467  
**Re:** Environmental Concerns at SHA Parcel 345, Lot 2, Tax Map 37.  
**Sender:** Doug Talaber

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Enclosure

# KCI Technologies, Inc.

10 North Park Drive  
Hunt Valley, Maryland 21030  
(410) 316-7860  
Fax: (410) 316-7935

## FAX TRANSMISSION COVER SHEET

**Date:** April 13, 2001  
**To:** James D. Wilson, Chief, Construction Inspection Division  
Howard County Construction Inspection Division  
**Fax:** 313-1854  
**Re:** Environmental Concerns at SHA Parcel 345, Lot 2, Tax Map 37.  
**Sender:** Doug Talaber

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Enclosure

# KCI Technologies, Inc.

10 North Park Drive  
Hunt Valley, Maryland 21030  
(410) 316-7860  
Fax: (410) 316-7935

## FAX TRANSMISSION COVER SHEET

**Date:** April 13, 2001  
**To:** Joane Mueller, PIA Coordinator  
Technical & Regulatory Services Administration  
Maryland Department of the Environment  
**Fax:** 410-631-3873  
**Re:** Environmental Concerns at SHA Parcel 345, Lot 2, Tax Map 37.  
**Sender:** Doug Talaber

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Enclosure




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Department of Public Works  
BUREAU OF ENVIRONMENTAL SERVICES

---

*John J. O'Hara, Chief*

Mr. Pradip Patel, P.E.  
Chief, Hazardous Waste Division  
KCI Technologies, Inc.  
10 North Park Drive  
Hunt Valley, Maryland 21030-1888

June 29, 2001

SUBJECT: Troy Hill SHA Parcels - Phase I ESA, Requirements Contract, PO # K8222

Dear Mr. Patel:

I received the draft report for parcels 371, 345 and 186. On review of the report, I have the following comments:

- Contact Richard Green, SHA Chief of Real Estate (410.545.2805) and conduct the key site contact interview.
- Review the attached letter from SHA to Howard County regarding below market valuation and incorporate this into the report.
- Review chain of title information (to be forwarded on receipt) and incorporate summary and conclusions into report.
- Obtain aerial data back to 1940, as required by contract provisions. Outline property boundaries on all aerial photos.
- Correct contradictions, typographic errors and grammar mistakes, see mark-up.
- Incorporate FOIA/PIA responses received since draft issuance.

The invoice (#282272) for the above site, dated 5 JUN 01 and indicating 100% completion, is rejected. The report is not complete.

Please address the above items, as indicated on the attached copies, and finalize the report. Please provide the final document by 13 JUL 2001.

Sincerely,

  
Kristofer L. Singleton  
Environmental Project Manager





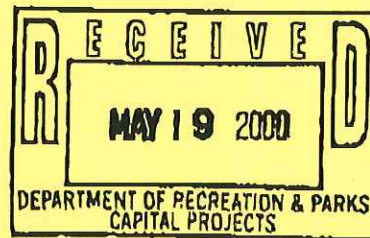
Maryland Department of Transportation  
State Highway Administration

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

May 17, 2000

Project: HO 362-5-771  
MD Route 100  
Former: Joseph Rybak; James Roberts  
Harry Sowers; Elmore Clayton  
Item Nos.: 42679; 58262; 58264; 58266

Mr. Kenneth M. Alban, Jr.  
Howard County  
Department of Recreation & Parks  
7120 Oakland Mills Road  
Columbia, Maryland 21046-1677



Dear Mr. Alban:

Thank you again for your inquiry concerning the acquisition by Howard County of State Highway Administration property adjoining Troy Regional Park.

As discussed with you in a recent telephone conversation, the cost based on acquisition cost plus simple interest and administrative cost was determined to be \$270,870.00. This was based on the estimated acreage and may be adjusted once the final conveyance plat and survey is completed.

Please call me when this process is finalized. I will then request a deed be prepared by our Office of Counsel and submit it to the Board of Public Works for approval and execution.

Sincerely,  
*Richard S. Greene*  
Richard S. Greene  
Real Estate Officer  
Office of Real Estate

RSG:seb

410-545-2805

410-545-2805  
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



RECEIVED

MAY 16 2001

KCI TECHNOLOGIES, INC.

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HOWARD COUNTY HEALTH DEPARTMENT

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*Diane L. Matuszak, M.D., M.P.H., County Health Officer*  
May 11, 2001

Doug Talaber  
KCI Technologies, Inc.  
10 North Park Drive  
Hunt Valley, MD 21030

Re: SHA Parcel 345, Lot 2, Tax Map 37  
Intersection Route 1 and Route 100  
Howard County, MD

Dear Mr. Talaber,

In response to your inquiry, dated April 13, 2001, a review of all available departmental files for the above referenced site was performed. No information was found concerning UST leaking, chemical spills, soil contamination, or any other environmental incidents at the site. No additional information was revealed detailing other property use(s).

The Meadowridge Business Park, located at 6600 Business Parkway, sits across Route I-95 from the subdivision. At the Park, two 10,000 gallon and two 6,000 gallon fuel storage tanks were removed in March 1991. Next to the Business Park, one 500-gallon diesel tank and one 1,000-gallon gasoline tank were installed at the Meadowridge Memorial Park, located on 7250 Washington Boulevard, in December 1993.

The Meadowridge Memorial Park is adjacent to the former site of hazardous waste dumping in the area of Cemetery Lane. There are monitoring wells on the Memorial Park property, as well as Cemetery Lane. You may contact the Maryland Department of Environment, Bureau of Waste Management, CERCLA Pre-remedial Section (410/631-3440) for more specifics regarding the Cemetery Lane site.

At the nearby Route 100 Industrial Park, the following underground storage tanks(UST) activity may be of interest to you. There were removals of underground storage tanks (UST's) at the following properties:

6675 Amberton Drive in August 1993  
6730 Santa Barbara Court in April 1992  
6660 Santa Barbara Court in April 1991  
6685 Santa Barbara Road in June 1992

There was an installation of (UST's) at:

6905 San Tomas Road in February 1993.

Departmental records indicate additional UST activity on Washington Blvd. The Exxon station at 7325 Washington Blvd. has four gasoline storage tanks: one 12,000 gallon, one 10,000 gallon, one 6,000 gallon and one 4,000 gallon. At Meadowridge Memorial Park, located at 7250 Washington Blvd., one 500-gallon diesel tank and one 1,000-gallon gasoline tank were installed in December 1993. At Maryland Mobile Trailer Service, located at 6734 Dorsey Road, one 250-gallon waste oil tank was installed in June 1993.



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## HOWARD COUNTY HEALTH DEPARTMENT

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*Diane L. Matuszak, M.D., M.P.H., County Health Officer*

Olga Nelson Enterprises ("O.N.E."), located at 7269 Washington Blvd., is a metal reprocessing facility which has had a history of environmental violations, on which enforcement actions have been taken by this office as well as MDE Hazardous Waste Management Administration. Since 1991, this office has not been involved in enforcement issues regarding O.N.E.; further inquiries regarding the site can be directed to MDE Hazardous Waste Management.

Any further questions or concerns can be directed to Mr. Bert Nixon during the hours of 8:30 a.m. to 5:00 p.m. Monday thru Friday at (410) 313-1773.

A handwritten signature in cursive script that reads "Kevin J. Francis".

Kevin J. Francis, Sanitarian  
Community Env. Health Program

Howard County Emergency Management  
6751 Columbia Gateway Drive  
Suite 400  
Columbia, MD 21046



Voice: (410) 313-6004  
(410) 313-6030  
Fax: (410) 313-6027  
TDD: (410) 313-2323

**"PROTECTING THE COMMUNITY BY MANAGING THE HAZARDS CREATED BY MAN AND NATURE"**

April 16, 2001

Doug Talaber  
KCI Technologies, Inc.  
10 North Park Drive  
Hunt Valley MD 21030

**Re: See Below List**

In response to your request, this office has researched the above address, to the fullest extent practicable, and our records reveal that:

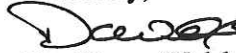
- There is no indication of any Hazardous Materials incidents at the above location(s).
- Insufficient information submitted in your request. Please resubmit with exact street address.
- Hazardous Materials incident(s) occurred on the following date(s):

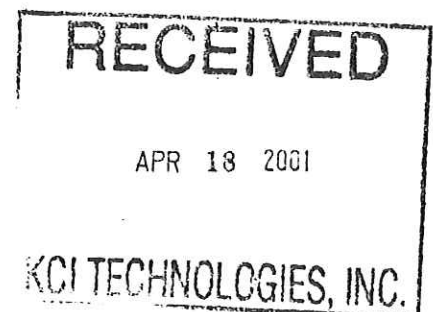
8390 Main Street Ellicott City  
10439 Frederick Road  
SHA Parcel 345, Lot 2, Tax Map 37  
6441 Montgomery Road  
3515 Chevrolet Drive  
14735 Frederick Road  
3485 Chevrolet Drive

The information contained in this letter pertains only to incidents responded to by the Howard County Department of Fire and Rescue Services.

Should you require any further assistance please feel free to contact this office.

Sincerely,

  
Lt. Doug Welsh





# MARYLAND DEPARTMENT OF THE ENVIRONMENT

2500 Broening Highway • Baltimore, Maryland 21224  
(410) 631-3000 • 1-800-633-6101 • [http:// www. mde. state. md. us](http://www.mde.state.md.us)

Parris N. Glendening  
Governor

Jane T. Nishida  
Secretary

April 24, 2001

Mr. Douglas Talaber  
KCI Technologies  
10 North Park Drive  
Hunt Valley MD 2103

RE: Tracking Number: 2001-04784  
Request Received April 16, 2001

MISCELLANEOUS - *SHA Parcel 345 (Troy Hill)*  
DEPARTMENT OF PUBLIC WORKS ANNEX  
BUREAU OF FACILITIES  
GIZINSKI PROPERTY

Dear Mr. Talaber:

The Maryland Department of the Environment (MDE) received your recent request for information under the Public Information Act (PIA).

Your request has been assigned the tracking number listed above. Please use this number in all communications referring to this request. Your request has been reviewed and distributed to all appropriate MDE programs. After all programs have completed the search, you will be notified by mail as to whether or not pertinent records exist. If files exist, the notification letter will contain instructions for reviewing the records. Only after you schedule an appointment to review files will the requested files be gathered in preparation for your review.

There may be fees associated with the search whether or not files are located. The PIA fees are limited to standard charges for direct document search, review, duplication, and postage. The first two hours of search are free of charge. If your request did not indicate a willingness to pay fees, you will be notified only if the fees are likely to exceed \$25.

When requesting information regarding this request, please cite the tracking number referenced above. If you have any questions, please call me at (410) 631-4120.

Sincerely,

Joane Mueller  
PIA Coordinator  
Technical & Regulatory Services Administration



# MARYLAND DEPARTMENT OF THE ENVIRONMENT

2500 Broening Highway • Baltimore, Maryland 21224  
(410) 631-3000 • 1-800-633-6101 • [http:// www.mde. state. md. us](http://www.mde.state.md.us)

Parris N. Glendening  
Governor

Jane T. Nishida  
Secretary

May 15, 2001

Mr. Douglas Talaber  
KCI Technologies  
10 North Park Drive  
Hunt Valley MD 2103

RE: Tracking Number: 2001-04784  
Request Received April 16, 2001  
MISCELLANEOUS (Troy Hill) *det*  
DEPARTMENT OF PUBLIC WORKS ANNEX  
BUREAU OF FACILITIES  
GIZINSKI PROPERTY

Dear Mr. Talaber:

The Maryland Department of the Environment (MDE) received your recent request for information under the Public Information Act (PIA).

The Waste Management Administration has information and data available on the site(s) listed above. Please call Maria Stephens at (410) 631-3314 to schedule an appointment for file review or to arrange for photocopies of all releasable materials. You will be invoiced for all applicable search, review, duplication and postage charges. It is requested that you make arrangements to review available files within 60 days of receipt of this letter. After 60 days your request will be closed and it will be necessary to file a new request.

When requesting information regarding this request, please cite the tracking number referenced above. If you have any questions, please call me at (410) 631-4120.

Sincerely,

Joane Mueller  
PIA Coordinator  
Technical & Regulatory Services Administration

cc: Maria Stephens, Waste Management Administration



# MARYLAND DEPARTMENT OF THE ENVIRONMENT

2500 Broening Highway • Baltimore Maryland 21224  
(410) 631-3000 • 1-800-633-6101 • <http://www.mde.state.md.us>

Parris N. Glendening  
Governor

Jane T. Nishida  
Secretary

July 11, 2001

Mr. Douglas Talaber  
KCI Technologies  
10 North Park Drive  
Hunt Valley MD 21030



RE: Tracking Number: 2001-04784  
Request Received April 16, 2001

MISCELLANEOUS  
DEPARTMENT OF PUBLIC WORKS ANNEX  
BUREAU OF FACILITIES  
GIZINSKI PROPERTY

Dear Mr. Talaber:

The Maryland Department of the Environment (MDE) received your recent request for information under the Public Information Act (PIA).

The documents you requested, as a result of your recent file review are enclosed.

\_\_\_ You will be invoiced separately for all applicable search, review, duplication, and postage charges

\_\_\_ The invoice for all applicable search, review, duplication, and postage charges is enclosed

The enclosed information is provided free of charge

When requesting information regarding this request, please cite the tracking number referenced above. If you have any questions, please call me at (410) 631-3314.

Sincerely,

Maria Stephens  
PIA Liaison  
Waste Management Administration



# TANK REMOVAL/ABANDONMENT

State of Maryland  
Department of the Environment  
Hazardous and Solid Waste Management Administration  
2500 Broening Highway, Baltimore, Maryland 21224  
(301) 631-3442

Date: 5-11-93  
Site Name: State Hwy Admin  
Site Address: MD Rtes 100 & 1 Ramp  
Elkridge

Facility # \_\_\_\_\_  
Case # 93-2443HO

OPEN  
 INITIAL  
 CLOSE  
 FOLLOW-UP

- 1a. 1 Tank(s) removed  
1b. \_\_\_\_\_ Tank(s) abandoned in place
- Has an environmental assessment been completed? YES  (Go to 2) NO   
 Complete an environmental assessment within \_\_\_\_\_ days in compliance with COMAR \_\_\_\_\_
2. Has piping been properly abandoned? YES  (Go to 3) NO  UNKNOWN   
 Properly abandon piping within \_\_\_\_\_ days in compliance with COMAR \_\_\_\_\_
3. Has all liquid been removed from tank(s)? YES  (Go to 4) NO   
 Stop operations and pump out liquid as ordered by this Administration
4. Have tank(s) been purged of explosive or combustible vapors? YES  (Go to 5) NO   
Can operation continue safely? YES  (Go to 5) NO   
 Stop operations as ordered by this Administration
5. Were perforations observed during visual inspection of tank or piping? YES  NO

Tank #	Type of product	Age (yrs.)	Size	Type of tank	Type of piping	System tested? (Y/N)	Date of last test?	Disposal site
<u>1</u>	<u>Waste Oil</u>	<u>20</u>	<u>1K</u>	<u>Steel</u>	<u>Steel</u>	<u>N</u>	<u>-</u>	<u>PG Scrap</u>

6. Is groundwater contaminated? YES  NO  (Go to 7) UNKNOWN   
 Perform a site assessment and submit report to this Administration within \_\_\_\_\_ days
7. Is soil contaminated? YES  NO  (Go to 8)  
Were contaminated soils removed? YES  NO   
if YES: Disposal site? Soil Removal not Required  
if NO:  Removal of soils not required
8. Perform specified tasks or submit additional information to this Administration within \_\_\_\_\_ days:  
 \_\_\_\_\_ monitoring well(s) required in specified location(s)  
 Complete a site assessment and submit report  
 Daily inventory records  Past testing info.  All repair work info.  
 Other: \_\_\_\_\_  
 All documentation associated with tank removal/abandonment:  
Including: While doing road construction for Ramp at Rtes 100 & 1 Md Hwy Admin

9. Comments: uncovered above described tank. Three hundred fourteen gallons of liquid - water and oil pumped from tank by Clean America. Numerous holes present in tank. Excavation soils clay like - limited confirmation. Soil Removal not required - NO Additional ACTION Required. CASE CLOSED

10. UST notification form amended? YES  NO   
11. Is follow-up required by this Administration? YES  NO

Inspector's name (printed) and signature: Ted Otterbein  
Contact person's name (printed) and signature: John Shipley 796-0294  
Contractor's name (printed) and signature: John Meyer

Tom Padon  
for SARA  
EAST COAST INDUST. John H. Meyer  
(301) 577-5913





# TANK REMOVAL/ABANDONMENT

State of Maryland  
 Department of the Environment  
 Hazardous and Solid Waste Management Administration  
 2500 Broening Highway, Baltimore, Maryland 21224  
 (301) 631-3442

Date 10 1 30 1 90

Time In: 1100

Time Out: 1400

Facility # \_\_\_\_\_

Case # 91-867-HD

OPEN  **CLOSE**   
 INITIAL  **FOLLOW-UP**

Site Name: CHA RT 1 AND RT 100

Address: \_\_\_\_\_

- 1a. 3 Tank(s) removed  
 1b. 0 Tank(s) abandoned in place
2. Has an environmental assessment been completed? YES  NO   
 3. Has piping been properly abandoned? YES  NO  UNKNOWN   
 4. Has all liquid been removed from tank(s)? YES  NO   
 5. Have tank(s) been purged of explosive or combustible vapors? YES  NO   
 6. Were perforations observed during visual inspection of tank or piping? YES  NO

Tank #	Type of product	Age (yrs.)	Size	Type of tank	Type of piping	System tested? (Y/N)	Date of last test?	Disposal site
1	PAINT THINNER	25+	1000	steel	steel	-	-	Brooklyn SAJ
2	PAINT THINNER	25+	1000	steel	steel	-	-	
3	#2 oil	25+	2000	steel	steel	-	-	

7. Is groundwater contaminated? YES  NO  NOT VISIBLY DETECTABLE AT THIS TIME   
 8. Is soil contaminated? YES  NO  NOT VISIBLY DETECTABLE AT THIS TIME   
 Were contaminated soils removed? YES  NO   
 If YES: Disposal site? \_\_\_\_\_ Quantity: \_\_\_\_\_  
 If NO:  Removal of soils not required

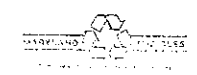
9. Submit additional information to this Administration within \_\_\_\_\_ days  
 Daily inventory records from \_\_\_\_\_ to \_\_\_\_\_  Past testing info.  All repair work info.  
 All documentation associated with tank removal/abandonment:  
 including: \_\_\_\_\_

- Other: \_\_\_\_\_
10. ACTIONS REQUIRED BY THIS ADMINISTRATION, WITHIN \_\_\_\_\_ DAYS/IMMEDIATELY  
 PROPERLY ABANDON PIPING IN COMPLIANCE WITH COMAR \_\_\_\_\_  
 PUMP OUT LIQUID  
 STOP OPERATIONS  
 \_\_\_\_\_ MONITORING WELL(S) REQUIRED IN LOCATION(S) SPECIFIED BELOW  
 COMPLETE AN ENVIRONMENTAL ASSESSMENT IN COMPLIANCE WITH COMAR \_\_\_\_\_  
 (SUBMIT TWO COPIES)  
 AMEND NOTIFICATION FORM

11. Comments:  
All the tanks were perforated on top in several places but there was no evidence that product had been released

12. Is follow-up required by this Administration? YES  NO   
 Inspector's name (printed) and signature: [Signature]  
 Contact person's name (printed) and signature: \_\_\_\_\_  
 Contractor's name (printed) and signature: Russell Roswell Russell Roswell

PHOTOS TAKEN  ADDITIONAL COMMENTS PAGE  SITE SKETCH



HAZARDOUS AND SOLID WASTE MANAGEMENT ADMINISTRATION  
UNDERGROUND STORAGE TANK DIVISION  
INITIAL REPORT OF INCIDENT

CASE NO: 7-917-29

CALLER

1. Name of HSWMA personnel taking report: Callender
2. Date of report: \_\_\_\_\_ 3. Time of report: \_\_\_\_\_
4. Name of caller: \_\_\_\_\_ 5. Telephone #: \_\_\_\_\_
6. What agency or company is caller with: HSWMA

DETAILS OF SPILL

7. Date of incident 10-30-90 8. Time of incident: \_\_\_\_\_
9. Has product been released? YES \_\_\_\_\_ NO
10. Amount released: \_\_\_\_\_
11. Tank test failure? YES \_\_\_\_\_ NO
12. Tank failure rate: \_\_\_\_\_
13. Precise location of the release or incident: Rt 1 AND Rt 100  
VIA RIGHT OF WAY County: Howard
14. Nearest crossroad or other identifying mark: \_\_\_\_\_
15. Type of product involved: \_\_\_\_\_
16. Quantity on board: \_\_\_\_\_ 17. Age of tank system: \_\_\_\_\_
18. Details of release: \_\_\_\_\_
19. Has product entered water? YES \_\_\_\_\_ NO \_\_\_\_\_
20. Name of waterway: \_\_\_\_\_

RESPONSIBLE PARTY

21. Responsible party's name: \_\_\_\_\_
22. Responsible party's address: \_\_\_\_\_
23. Responsible party's telephone number: \_\_\_\_\_
24. Has responsible party taken any action to control the problem? YES \_\_\_\_\_ NO \_\_\_\_\_
25. If yes, what: \_\_\_\_\_

ACTION TAKEN

- UST INSPECTOR ASSIGNED CASE: \_\_\_\_\_
- TRANSFERRED CALL TO: \_\_\_\_\_ TIME: \_\_\_\_\_
- DISPATCHED: \_\_\_\_\_ DATE: \_\_\_\_\_
- NO RESPONSE; Explain why: \_\_\_\_\_
- OTHER: \_\_\_\_\_ INITIALS: \_\_\_\_\_

UNDERGROUND LEAK SUMMARY AND TANK CLOSURE

HSWMA CASE # 91-267-40

DATE OPENED 10-30-90

DATE CLOSED 10-30-90

FILE NAME VIA R100 AND RT1

INSPECTOR'S INITIALS DC

TYPE OF CASE:

- ) PULL \_\_\_\_\_ E) COMPLIANCE CHECK \_\_\_\_\_
- ) INSTALLATION \_\_\_\_\_ F) TANK TEST FAILURE \_\_\_\_\_
- C) SURFACE \_\_\_\_\_ G) ABANDONMENT IN PLACE \_\_\_\_\_
- ) LEAK INVESTIGATION \_\_\_\_\_ H) OTHER \_\_\_\_\_

\*\*\*\*\*  
SPILL AFFECTED:

- A) GROUNDWATERS \_\_\_\_\_ G) UTILITY WORK OR LINES \_\_\_\_\_
- ) DOMESTIC WELLS \_\_\_\_\_ H) REACHED ADJOINING PROPERTY \_\_\_\_\_
- ) SURFACE WATERS \_\_\_\_\_ I) NONE/OTHER (SPECIFY) \_\_\_\_\_
- D) A BUILDING \_\_\_\_\_ J) SOILS \_\_\_\_\_
- F) STORM DRAIN \_\_\_\_\_
- ) SANITARY LINE \_\_\_\_\_

\*\*\*\*\*  
OWNER OF SYSTEM:

- ) MAJOR OIL COMPANY \_\_\_\_\_ F) PRIVATE RESIDENT \_\_\_\_\_
- ) LOCAL OIL COMPANY \_\_\_\_\_ G) APARTMENT \_\_\_\_\_
- C) PRIVATELY OWNED \_\_\_\_\_ H) SCHOOL \_\_\_\_\_
- SERVICE STATION \_\_\_\_\_ I) COMMERCIAL BUSINESS \_\_\_\_\_
- ) GOVERNMENT FACILITY  \_\_\_\_\_ J) OTHER (SPECIFY) \_\_\_\_\_
- E) MARINA \_\_\_\_\_

\*\*\*\*\*  
IF UNDER TYPE OF CASE ITEM B, C OR E IS CHECKED, DO NOT FILL IN CHART BELOW  
WERE OBSERVATION WELLS INSTALLED? YES  NO  NUMBER OF WELLS \_\_\_\_\_

	CAPACITY OF TANK	TANK TYPE	LINE TYPE	AGE	PRODUCT	STATUS OF TANK	LEAK FOUND
1	1000	A	A	E	A	B	H
2	1000	A	A	E	J	B	H
3	1000	A	A	E	J	B	H
4							
5							
6							
7							
8							
9							
10							
11							

REVIEWED BY [Signature]

CODES ON REVERSE SIDE



TELE CON

PROJECT/JOB NO. 0197004-CD	DATE 4/8/02	TIME 11:27	INCOMING OUTGOING	ROUTING
PERSONS CONTACTED Mr Richard Greene		TELEPHONE (410) 545-2805		
COMPANY/DEPARTMENT & LOCATION SITA - Chief of Real Estate				
RECORDED BY Douglas Talbot				
SUBJECT Troy Hill SITA Parcels # 371, 345, and 186				

Summary of Conversation (Including Any Problems and Action Agreed To):

Mr. Greene was asked about his knowledge of the above referenced property. Specifically, if he was aware of any environmental issues related to the property.

Mr. Greene stated that he is only involved in the real estate transfer of the property. He has seen the property from the highway, but has not walked on it. Mr. Greene is unaware of any environmental issues related to the property.

I agree that the above is true, to the best of my knowledge.

Robert S. Greene (sign name)

4-8-02 (date)

Please Fax Signed & Dated Form to Douglas Talbot @ Fax# (410) 316-7935. Thanks

# **Appendix D**

## **Environmental Database**



# The EDR Radius Map™ Report

**Troy Hill  
Rt 100 & Rt 1 Intersection  
Elkridge, MD 21075**

**Inquiry Number: 631342.1s**

**May 15, 2001**

***The Source  
For Environmental  
Risk Management  
Data***

3530 Post Road  
Southport, Connecticut 06490

**Nationwide Customer Service**

Telephone: 1-800-352-0050  
Fax: 1-800-231-6802  
Internet: [www.edrnet.com](http://www.edrnet.com)

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Overview Map.....	2
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Map Findings.....	5
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EPA Waste Codes.....	EPA-1
Government Records Searched/Data Currency Tracking.....	GR-1

### GEOCHECK ADDENDUM

GeoCheck - Not Requested

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The report meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-00. Search distances are per ASTM standard or custom distances requested by the user.

### TARGET PROPERTY INFORMATION

#### ADDRESS

RT 100 & RT 1 INTERSECTION  
ELKRIDGE, MD 21075

#### COORDINATES

Latitude (North): 39.189820 - 39° 11' 23.4"  
Longitude (West): 76.756740 - 76° 45' 24.3"  
Universal Tranverse Mercator: Zone 18  
UTM X (Meters): 348279.3  
UTM Y (Meters): 4339103.0

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: 2439076-B7 SAVAGE, MD  
Source: USGS 7.5 min quad index

### TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

### DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ( "reasonably ascertainable " ) government records either on the target property or within the ASTM E 1527-00 search radius around the target property for the following databases:

### FEDERAL ASTM STANDARD

NPL..... National Priority List  
Proposed NPL..... Proposed National Priority List Sites  
CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System  
RCRIS-TSD..... Resource Conservation and Recovery Information System  
RCRIS-LQG..... Resource Conservation and Recovery Information System

### STATE ASTM STANDARD

SWF/LF..... Permitted Solid Waste Disposal Facilities

### FEDERAL ASTM SUPPLEMENTAL

CONSENT..... Superfund (CERCLA) Consent Decrees  
ROD..... Records Of Decision  
Delisted NPL..... National Priority List Deletions  
FINDS..... Facility Index System/Facility Identification Initiative Program Summary Report

## EXECUTIVE SUMMARY

<b>HMIRS</b> .....	Hazardous Materials Information Reporting System
<b>MLTS</b> .....	Material Licensing Tracking System
<b>MINES</b> .....	Mines Master Index File
<b>NPL Liens</b> .....	Federal Superfund Liens
<b>PADS</b> .....	PCB Activity Database System
<b>RAATS</b> .....	RCRA Administrative Action Tracking System
<b>TRIS</b> .....	Toxic Chemical Release Inventory System
<b>TSCA</b> .....	Toxic Substances Control Act
<b>FTTS</b> .....	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

### STATE OR LOCAL ASTM SUPPLEMENTAL

<b>AST</b> .....	Permitted Aboveground Storage Tanks
<b>VCP</b> .....	Voluntary Cleanup Program Applicants/Participants

### EDR PROPRIETARY DATABASES

<b>Coal Gas</b> .....	Former Manufactured Gas (Coal Gas) Sites
-----------------------	--

### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified.

Elevations have been determined from the USGS 1 degree Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. EDR's definition of a site with an elevation equal to the target property includes a tolerance of +/- 10 feet. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property (by more than 10 feet). Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

### FEDERAL ASTM STANDARD

**CERCLIS-NFRAP:** As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund Action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

A review of the CERC-NFRAP list, as provided by EDR, and dated 03/16/2001 has revealed that there are 2 CERC-NFRAP sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b><i>OLGA NELSON ENTERPRISES</i></b>	<b><i>7269 WASHINGTON BLVD</i></b>	<b><i>1/4 - 1/2 SW</i></b>	<b><i>D23</i></b>	<b><i>14</i></b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b><i>CHESAPEAKE FINISHED METALS INC</i></b>	<b><i>6754 SANTA BARBARA CT</i></b>	<b><i>1/2 - 1 ESE</i></b>	<b><i>H33</i></b>	<b><i>17</i></b>

## EXECUTIVE SUMMARY

**CORRACTS:** CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity.

A review of the CORRACTS list, as provided by EDR, and dated 04/20/2000 has revealed that there is 1 CORRACTS site within approximately 1 mile of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>CHESAPEAKE FINISHED METALS INC</b>	<b>6754 SANTA BARBARA CT</b>	<b>1/2 - 1 ESE</b>	<b>H33</b>	<b>17</b>

**RCRIS:** The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-SQG list, as provided by EDR, and dated 06/21/2000 has revealed that there are 2 RCRIS-SQG sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>ZIPPERS PERFORMANCE CYCLE ONE INCORPORATED</b>	<b>6655 AMBERTON DR STE A-7269 WASHINGTON BLVD</b>	<b>1/4 - 1/2ESE</b>	<b>14</b>	<b>10</b>
		<b>1/4 - 1/2SW</b>	<b>D22</b>	<b>13</b>

**ERNS:** The Emergency Response Notification System records and stores information on reported releases of oil and hazardous substances. The source of this database is the U.S. EPA.

A review of the ERNS list, as provided by EDR, and dated 08/08/2000 has revealed that there is 1 ERNS site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>HIGHWAY 1 &amp; HIGHWAY 100</b>	<b>HIGHWAY 1 &amp; HIGHWAY 100</b>	<b>0 - 1/8 S</b>	<b>1</b>	<b>5</b>

### **STATE ASTM STANDARD**

**SHWS:** The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data come from the Department of the Environment's Notice of Potential Hazardous Waste Sites list.

A review of the SHWS list, as provided by EDR, has revealed that there are 2 SHWS sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>OLGA NELSON ENTERPRISES</b>	<b>7269 WASHINGTON BLVD</b>	<b>1/4 - 1/2SW</b>	<b>D23</b>	<b>14</b>

<u>Lower Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>CHESAPEAKE FINISHED METALS INC</b>	<b>6754 SANTA BARBARA CT</b>	<b>1/2 - 1 ESE</b>	<b>H33</b>	<b>17</b>

## EXECUTIVE SUMMARY

**LUST:** As stated in a letter, dated June 14, 1999, from the Maryland Department of the Environment, "the Recovery Sites database is no longer available. Future requests regarding specific information should be sent to the Waste Management Administration".

A review of the LUST list, as provided by EDR, has revealed that there are 5 LUST sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>DORSEY EXXON STA.</b>	<b>7235 WASHINGTON BOULEVA</b>	<b>1/4 - 1/2SW</b>	<b>C13</b>	<b>10</b>
<b>STEUART PETROLEUM</b>	<b>7300 WASHINGTON BLVD</b>	<b>1/2 - 1 SW</b>	<b>F29</b>	<b>16</b>
<b>CONSOLIDATED FREIGHTWAYS</b>	<b>7010 BROOKDALE DRIVE</b>	<b>1/2 - 1 SW</b>	<b>36</b>	<b>19</b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>ENTENMANN'S BAKERY</b>	<b>6730 SANTA BARBARA COUR</b>	<b>1/2 - 1 ESE</b>	<b>H34</b>	<b>18</b>
<b>US AIR</b>	<b>ELM ROAD BWI</b>	<b>1/2 - 1 SSE</b>	<b>35</b>	<b>18</b>

**UST:** The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of the Environment's Listing of Underground Storage Tanks Reported in Maryland.

A review of the UST list, as provided by EDR, and dated 02/01/2001 has revealed that there are 4 UST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>GLENAN LLC</b>	<b>6601 AMBERTON DRIVE</b>	<b>1/8 - 1/4E</b>	<b>A5</b>	<b>5</b>
<b>EXXON 27049</b>	<b>7253 WASHINGTON BLVD.</b>	<b>1/4 - 1/2SW</b>	<b>C15</b>	<b>10</b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>SAVAL FOODS</b>	<b>6740 DORSEY ROAD</b>	<b>1/4 - 1/2S</b>	<b>B7</b>	<b>6</b>
<b>FORMER RYDER TRUCK RENTAL, INC</b>	<b>6748 DORSEY ROAD</b>	<b>1/4 - 1/2S</b>	<b>B11</b>	<b>7</b>

### STATE OR LOCAL ASTM SUPPLEMENTAL

**HIST UST:** Historical UST Registered Database.

A review of the Historical UST list, as provided by EDR, has revealed that there are 6 Historical UST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>DORSEY ASSOCIATES</b>	<b>6601 AMBERTON DR</b>	<b>1/8 - 1/4E</b>	<b>A4</b>	<b>5</b>
<b>EXXON CO. #27049</b>	<b>7253 WASHINGTON BLVD</b>	<b>1/4 - 1/2SW</b>	<b>C16</b>	<b>11</b>
<b>ASPLUNDH TREE EXPERT CO.</b>	<b>7281 WASHINGTON BLVD</b>	<b>1/4 - 1/2SW</b>	<b>26</b>	<b>15</b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<b>SAVAL FOODS CORPORATION</b>	<b>6740 DORSEY ROAD</b>	<b>1/4 - 1/2S</b>	<b>B9</b>	<b>7</b>
<b>RYDER TRUCK RENTAL, INC.</b>	<b>6748 DORSEY RD.</b>	<b>1/4 - 1/2S</b>	<b>B12</b>	<b>9</b>
<b>MIE PROPERTIES (TEXAS INSTR)</b>	<b>6675 AMBERTON DR</b>	<b>1/4 - 1/2ESE</b>	<b>E25</b>	<b>15</b>

## EXECUTIVE SUMMARY

A review of the OCPCASES list, as provided by EDR, has revealed that there are 17 OCPCASES sites within approximately 0.75 miles of the target property.

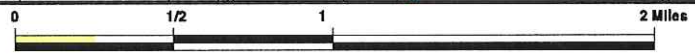
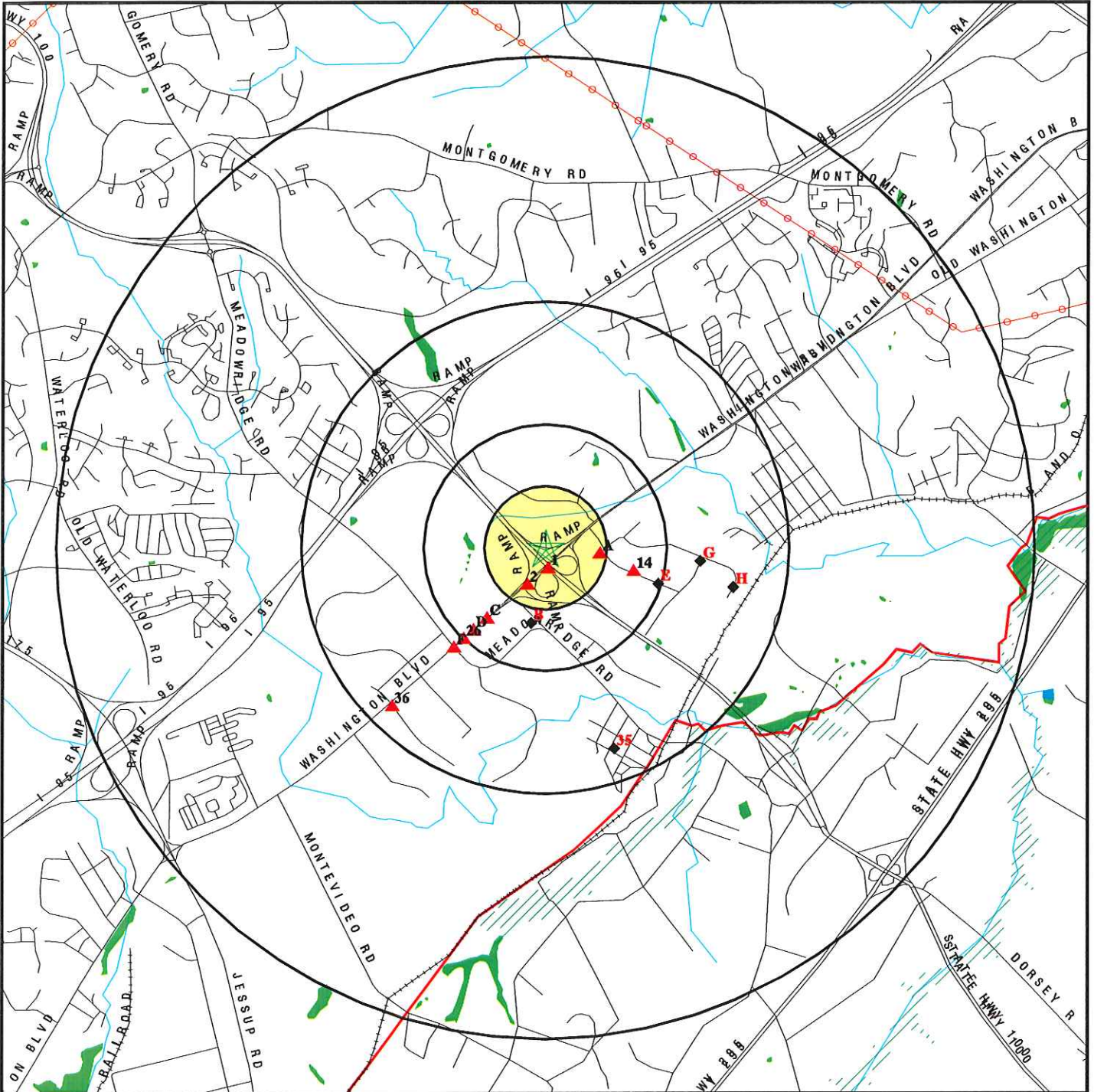
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
TROY HISTORIC SITE	7150 WASHINGTON BLVD	1/8 - 1/4 SSW	2	5
AGAM	6601 AMBERTON DR.	1/8 - 1/4 E	A3	5
ASPEN HILL RACKET CLUB	14501 HOME CREST RD	1/4 - 1/2 E	A6	6
<b>DORSEY EXXON STA.</b>	<b>7235 WASHINGTON BOULEVA</b>	<b>1/4 - 1/2 SW</b>	<b>C13</b>	<b>10</b>
AMOCO	7710 CRAIN HIGHWAY	1/4 - 1/2 SW	C17	12
EXXON STATION	7253 WASHINGTON BLVD	1/4 - 1/2 SW	C18	12
CHRIST UNITED METHODIST CHURCH	201 PHILLIP MORRIS RD.	1/4 - 1/2 SW	C19	12
ALL TUNE & LUBE	7263 WASHINGTON BLVD	1/4 - 1/2 SW	D20	12
ALL PROS	7265 WASHINGTON BLVD	1/4 - 1/2 SW	D21	13
STEUART AGIP/DORSEY XTRA MART	7300 WASHINGTON BLVD	1/2 - 1 SW	F27	16
ROCKVILLE UNITED CHURCH	355 LINTHICUM STREET	1/2 - 1 SW	F28	16
STEUART AGIP/DORSEY XTRA MART	7300 WASHINGTON BLVD	1/2 - 1 SW	F30	16
<u>Lower Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
SAVAL FOODS	6740 DORSEY RD.	1/4 - 1/2 S	B8	7
ESTATE THOMAS JENKINS	6748 DORSEY RD	1/4 - 1/2 S	B10	7
TEXAS INSTRUMENTS	6675 AMBERTON DR.	1/4 - 1/2 ESE	E24	15
SAN TOMAS LTD. PARTNERSHIP/(IR	6905 SAN TOMAS RD.	1/2 - 1 E	G31	16
HOOGWERFF CO INC./IRON CITY S	6905 SAN TOMAS RD	1/2 - 1 E	G32	17

## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped:

<u>Site Name</u>	<u>Database(s)</u>
LONG LIFE TREATED WOOD INC	RCRIS-SQG, FINDS, CERC-NFRAP, SHWS
MID-ATLANTIC WOOD PRESERVERS	SHWS
NATIONAL INSTITUTES OF HEALTH	FINDS, RCRIS-LQG, TRIS, CORRACTS
CAROLINA FREIGHT TERMINAL	LUST, OCPCASES
CENTRAL AVENUE W.C. (01233)	Historical UST
GWYNNS RUN YARD	Historical UST
BARTON-COTTON, INC.	Historical UST
MCI TELECOM	Historical UST
U.S. POSTAL SERVICE	Historical UST
GLENWOOD WIRE CENTER (28838)	Historical UST
STEUART PETROLEUM CO.	Historical UST
ELKRIDGE W. C. (24081)	Historical UST
TROY HISTORIC SITE	UST, Historical UST
ELKRIDGE VOL. FIRE DEPT., INC.	Historical UST
LUCAS BROTHERS, INC.	Historical UST
ABF FREIGHT SYSTEM INC.	Historical UST
ALL STAR CHEVROLET	Historical UST
APA TRANSPORT CORP.	Historical UST
RENTAL TOOLS & EQUIPMENT COMPANY	Historical UST
ALDINO SHOP FACILITY	Historical UST
MEADOWRIDGE SEWAGE PUMP STA.	Historical UST
OCEAN PINES (36200)	Historical UST
TEXACO	LUST
PUMPHREY SUBSTATION	UST
C & P TELEPHONE	UST
ELKRIDGE MOTORS	UST
CORPORATE EXPRESS BUILDINGS	UST
BALTIMORE HIGHLANDS ELEMENTARY	UST
HALETHORPE COMMUNITY CENTER	UST
2320 MONUMENTAL AVE.	UST
RENTAL TOOLS - FRONT OF BLDG.	UST
MEADOWRIDGE SEWAGE PUMPING STATION	UST
BRASS & COPPER SUPP	RCRIS-SQG, FINDS
PANASONIC PRODUCT RENEWAL CENTER	RCRIS-SQG, FINDS
CIENA CORP	RCRIS-SQG, FINDS
MARCOR ENVIRONMENTAL INC	RCRIS-SQG, FINDS
MID-ATLANTIC GEAR	RCRIS-SQG, FINDS
ELKRIDGE AUTO BODY	RCRIS-SQG, FINDS
D & R HAULING CO	RCRIS-SQG, FINDS
MARYLAND STATE HIGHWAY ADMINISTRATION	RCRIS-SQG, FINDS

# OVERVIEW MAP - 631342.1s - KCI Technologies, Inc.

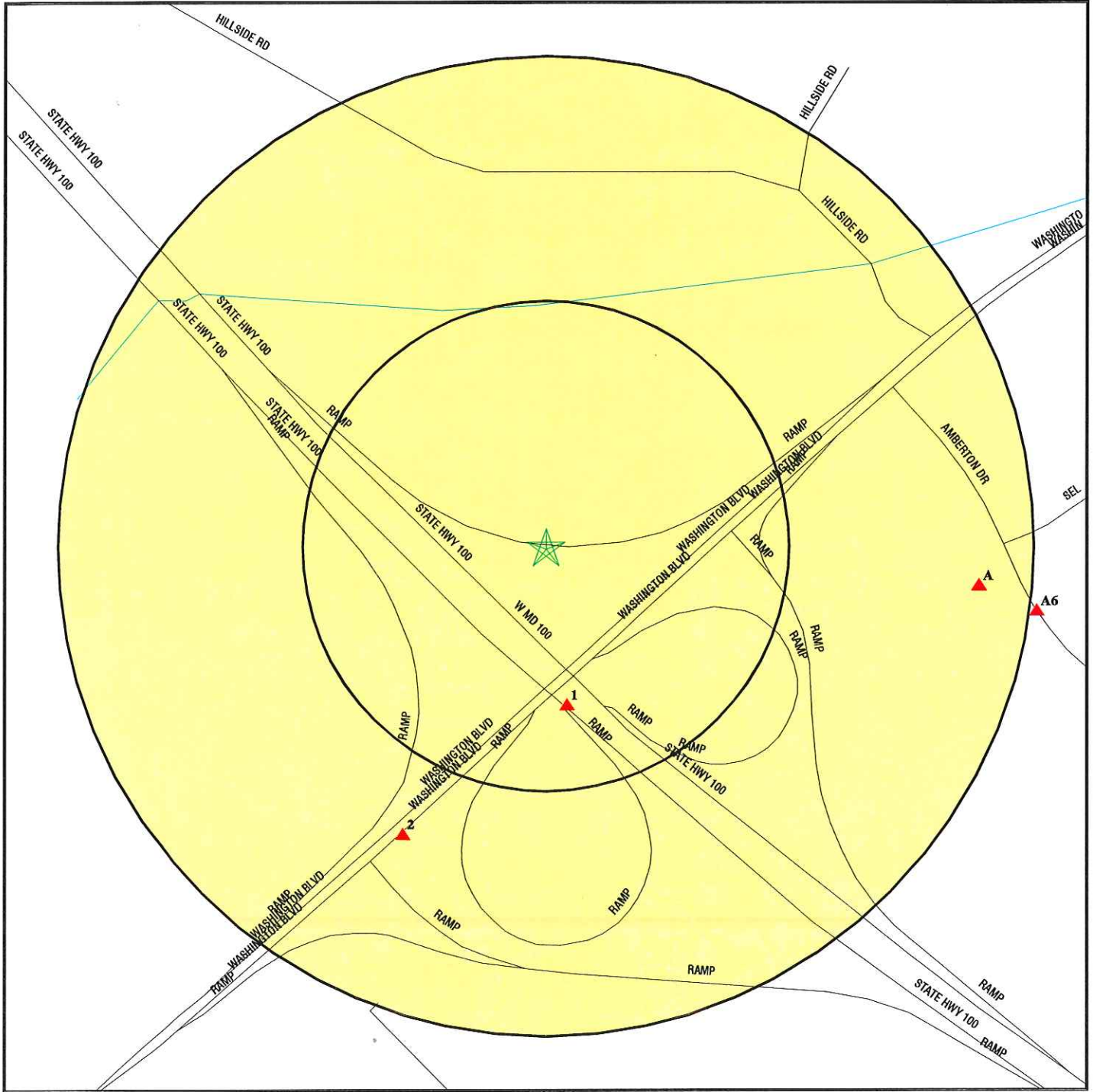


- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Coal Gasification Sites (if requested)
- ▨ National Priority List Sites
- ▩ Landfill Sites
- ⚡ Power transmission lines
- 🛢️ Oil & Gas pipelines
- ▨ 100-year flood zone
- ▩ 500-year flood zone
- 🟢 Wetlands

**TARGET PROPERTY:** Troy Hill  
**ADDRESS:** Rt 100 & Rt 1 Intersection  
**CITY/STATE/ZIP:** Elkridge MD 21075  
**LAT/LONG:** 39.1898 / 76.7567

**CUSTOMER:** KCI Technologies, Inc.  
**CONTACT:** Doug Talaber  
**INQUIRY #:** 631342.1s  
**DATE:** May 15, 2001 7:02 pm

# DETAIL MAP - 631342.1s - KCI Technologies, Inc.



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Coal Gasification Sites (if requested)
- ⚡ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Landfill Sites

- ⚡ Power transmission lines
- ⚡ Oil & Gas pipelines



**TARGET PROPERTY:** Troy Hill  
**ADDRESS:** Rt 100 & Rt 1 Intersection  
**CITY/STATE/ZIP:** Elkridge MD 21075  
**LAT/LONG:** 39.1898 / 76.7567

**CUSTOMER:** KCI Technologies, Inc.  
**CONTACT:** Doug Talaber  
**INQUIRY #:** 631342.1s  
**DATE:** May 15, 2001 7:02 pm



## MAP FINDINGS SUMMARY

<u>Database</u>	<u>Target Property</u>	<u>Search Distance (Miles)</u>	<u>&lt; 1/8</u>	<u>1/8 - 1/4</u>	<u>1/4 - 1/2</u>	<u>1/2 - 1</u>	<u>&gt; 1</u>	<u>Total Plotted</u>
<b><u>FEDERAL ASTM STANDARD</u></b>								
NPL		1.000	0	0	0	0	NR	0
Proposed NPL		1.250	0	0	0	0	0	0
CERCLIS		1.000	0	0	0	0	NR	0
CERC-NFRAP		1.000	0	0	1	1	NR	2
CORRACTS		1.000	0	0	0	1	NR	1
RCRIS-TSD		1.000	0	0	0	0	NR	0
RCRIS Lg. Quan. Gen.		0.500	0	0	0	NR	NR	0
RCRIS Sm. Quan. Gen.		0.500	0	0	2	NR	NR	2
ERNS		0.500	1	0	0	NR	NR	1
<b><u>STATE ASTM STANDARD</u></b>								
State Haz. Waste		1.000	0	0	1	1	NR	2
State Landfill		1.000	0	0	0	0	NR	0
LUST		1.000	0	0	1	4	NR	5
UST		0.500	0	1	3	NR	NR	4
<b><u>FEDERAL ASTM SUPPLEMENTAL</u></b>								
CONSENT		1.250	0	0	0	0	0	0
ROD		1.250	0	0	0	0	0	0
Delisted NPL		1.250	0	0	0	0	0	0
FINDS	TP		NR	NR	NR	NR	NR	0
HMIRS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
MINES		0.250	0	0	NR	NR	NR	0
NPL Liens	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
<b><u>STATE OR LOCAL ASTM SUPPLEMENTAL</u></b>								
AST	TP		NR	NR	NR	NR	NR	0
Historical UST		0.500	0	1	5	NR	NR	6
VCP		0.750	0	0	0	0	NR	0
OCPCASES		0.750	0	2	10	5	NR	17
<b><u>EDR PROPRIETARY DATABASES</u></b>								
Coal Gas		1.250	0	0	0	0	0	0

TP = Target Property

NR = Not Requested at this Search Distance

\* Sites may be listed in more than one database

MAP FINDINGS

Map ID			
Direction			
Distance			
Distance (ft.)			EDR ID Number
Elevation	Site	Database(s)	EPA ID Number

Coal Gas Site Search: No site was found in a search of Real Property Scan's ENVIROHAZ database.

1	HIGHWAY 1 & HIGHWAY 100 HIGHWAY 1 & HIGHWAY 100 ELKRIDGE, MD	ERNS	89132506 N/A
South < 1/8 428 Higher			

2	TROY HISTORIC SITE 7150 WASHINGTON BLVD BALTIMORE, MD	OCPCASES	S104611265 N/A
SSW 1/8-1/4 866 Higher			

OCP Cases:  
 Facility ID: 93-1531HO  
 Cleanup: Not reported  
 Facility Status: CLOSED  
 Release: Not reported

A3	AGAM 6601 AMBERTON DR. ELKRIDGE, MD 21075	OCPCASES	S104617987 N/A
East 1/8-1/4 1177 Higher	Site 1 of 4 in cluster A		

OCP Cases:  
 Facility ID: 00-0918HO  
 Cleanup: NO  
 Facility Status: CLOSED  
 Release: NO

A4	DORSEY ASSOCIATES 6601 AMBERTON DR ELKRIDGE, MD 21227	Historical UST	S104638325 N/A
East 1/8-1/4 1177 Higher	Site 2 of 4 in cluster A		

UST HISTORICAL:  
 ENVID: S104638325  
 Facility ID: 6007616  
 Age: 21  
 Tank Status: Currently in use  
 Tank Status: Currently in use  
 Product: Heating Oil

Tank ID:	001
Capacity:	5,000
Product:	Heating Oil

A5	GLENAN LLC 6601 AMBERTON DRIVE ELKRIDGE, MD 21075	UST	U003738973 N/A
East 1/8-1/4 1177 Higher	Site 3 of 4 in cluster A		

**MAP FINDINGS**

Map ID							
Direction							EDR ID Number
Distance							EPA ID Number
Distance (ft.)							
Elevation	Site				Database(s)		

**GLENAN LLC (Continued)**

**U003738973**

UST:  
 Facility ID: 9751  
 Capacity: 5000  
 Tank Status: PERMANENTLY OUT OF USE  
 Product: Heating Oil  
 Owner Id: 5940  
 Owner Name: Glenan LLC  
 Address: 6601 Amberton Drive  
 Elkridge, MD 21075  
 Contact: M. Beck  
 Phone: (410) 796-6400  
 First Name: M.  
 Last Name: Beck

**A6**  
 East  
 1/4-1/2  
 1339  
 Higher

**ASPEN HILL RACKET CLUB**  
 14501 HOME CREST RD  
 OLNEY, MD

**OCPCASES S104598319**  
 N/A

Site 4 of 4 in cluster A

OCP Cases:  
 Facility ID: 96-0657MO1  
 Cleanup: Not reported  
 Facility Status: CLOSED  
 Release: Not reported

**B7**  
 South  
 1/4-1/2  
 1638  
 Lower

**SAVAL FOODS**  
 8740 DORSEY ROAD  
 DORSEY, MD 21227

**UST U001174488**  
 N/A

Site 1 of 6 in cluster B

UST:  
 Facility ID: 2983  
 Capacity: 10000  
 Tank Status: CURRENTLY IN USE  
 Product: Diesel  
 Owner Id: 1925  
 Owner Name: Saval Realty Company  
 Address: P.O. Box 24257  
 Elkridge, MD 21227  
 Contact: Albert Saval  
 Phone: (410) 379-5100  
 First Name: Albert  
 Last Name: Saval

Facility ID: 2983  
 Capacity: 4000  
 Tank Status: CURRENTLY IN USE  
 Product: GASOLINE  
 Owner Id: 1925  
 Owner Name: Saval Realty Company  
 Address: P.O. Box 24257  
 Elkridge, MD 21227  
 Contact: Albert Saval  
 Phone: (410) 379-5100  
 First Name: Albert  
 Last Name: Saval

MAP FINDINGS

Map ID	Direction	Distance	Distance (ft.)	Elevation	Site	Database(s)	EPA ID Number	EDR ID Number
B6	South	1/4-1/2	1638	Lower	<b>SAVAL FOODS</b> <b>6740 DORSEY RD.</b> <b>ELKRIDGE, MD</b>  Site 2 of 6 in cluster B  OCP Cases: Facility ID: 97-1624HO Cleanup: YES Facility Status: CLOSED Release: YES	OCPCASES	S104601266 N/A	
B9	South	1/4-1/2	1638	Lower	<b>SAVAL FOODS CORPORATION</b> <b>6740 DORSEY ROAD</b> <b>DORSEY, MD 21227</b>  Site 3 of 6 in cluster B  UST HISTORICAL: ENVID: S104638291 Facility ID: 6007573 Age: 8 Tank Status: Currently in use Tank Status: Currently in use Product: Gasoline  ENVID: S104638291 Facility ID: 6007573 Age: 8 Tank Status: Currently in use Tank Status: Currently in use Product: Diesel  Tank ID: 001 Capacity: 4,000 Product: Gasoline  Tank ID: 002 Capacity: 10,000 Product: Diesel	Historical UST	S104638291 N/A	
B10	South	1/4-1/2	1692	Lower	<b>ESTATE THOMAS JENKINS</b> <b>6748 DORSEY RD</b> <b>ELKRIDGE, MD 21227</b>  Site 4 of 6 in cluster B  OCP Cases: Facility ID: 91-2490HO Cleanup: Not reported Facility Status: CLOSED Release: Not reported	OCPCASES	S104616786 N/A	
B11	South	1/4-1/2	1692	Lower	<b>FORMER RYDER TRUCK RENTAL, INC.</b> <b>6748 DORSEY ROAD</b> <b>JESSUP, MD 21227</b>  Site 5 of 6 in cluster B  UST: Facility ID: 10405 Capacity: 8000 Tank Status: PERMANENTLY OUT OF USE Product: GASOLINE Owner Id: 1607 Owner Name: Ryder Truck Rental, Inc. Address: P. O. Box 141188 c/o Tanknology Austin, TX 78714	UST	U003733433 N/A	

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

FORMER RYDER TRUCK RENTAL, INC. (Continued)

U003733433

Contact: Ryder Coordinator  
Phone: (888) 793-7865  
First Name: Arthur  
Last Name: Shellhouse

Facility ID: 10405  
Capacity: 8000  
Tank Status: PERMANENTLY OUT OF USE  
Product: Diesel  
Owner Id: 1607  
Owner Name: Ryder Truck Rental, Inc.  
Address: P. O. Box 141188 c/o Tanknology  
Austin, TX 78714

Contact: Ryder Coordinator  
Phone: (888) 793-7865  
First Name: Arthur  
Last Name: Shellhouse

Facility ID: 10405  
Capacity: 500  
Tank Status: PERMANENTLY OUT OF USE  
Product: Used Oil  
Owner Id: 1607  
Owner Name: Ryder Truck Rental, Inc.  
Address: P. O. Box 141188 c/o Tanknology  
Austin, TX 78714

Contact: Ryder Coordinator  
Phone: (888) 793-7865  
First Name: Arthur  
Last Name: Shellhouse

Facility ID: 10405  
Capacity: 4000  
Tank Status: PERMANENTLY OUT OF USE  
Product: Diesel  
Owner Id: 1607  
Owner Name: Ryder Truck Rental, Inc.  
Address: P. O. Box 141188 c/o Tanknology  
Austin, TX 78714

Contact: Ryder Coordinator  
Phone: (888) 793-7865  
First Name: Arthur  
Last Name: Shellhouse

Facility ID: 10405  
Capacity: 4000  
Tank Status: PERMANENTLY OUT OF USE  
Product: Diesel  
Owner Id: 1607  
Owner Name: Ryder Truck Rental, Inc.  
Address: P. O. Box 141188 c/o Tanknology  
Austin, TX 78714

Contact: Ryder Coordinator  
Phone: (888) 793-7865  
First Name: Arthur  
Last Name: Shellhouse

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**FORMER RYDER TRUCK RENTAL, INC. (Continued)**

**U003733433**

Facility ID: 10405  
 Capacity: 4000  
 Tank Status: PERMANENTLY OUT OF USE  
 Product: Diesel  
 Owner Id: 1607  
 Owner Name: Ryder Truck Rental, Inc.  
 Address: P. O. Box 141188 c/o Tanknology  
 Austin, TX 78714  
 Contact: Ryder Coordinator  
 Phone: (888) 793-7865  
 First Name: Arthur  
 Last Name: Shellhouse

**B12**  
 South  
 1/4-1/2  
 1692  
 Lower

**RYDER TRUCK RENTAL, INC.**  
**6748 DORSEY RD.**  
**DORSEY, MD 21227**

**Historical UST S104632111**  
**N/A**

**Site 6 of 6 in cluster B**

**UST HISTORICAL:**

ENVID:	S104632111	Tank ID:	001
Facility ID:	3007701	Capacity:	4,000
Age:	23	Product:	Diesel
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Diesel		

ENVID:	S104632111	Tank ID:	002
Facility ID:	3007701	Capacity:	4,000
Age:	23	Product:	Diesel
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Diesel		

ENVID:	S104632111	Tank ID:	003
Facility ID:	3007701	Capacity:	4,000
Age:	23	Product:	Diesel
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Diesel		

ENVID:	S104632111	Tank ID:	004
Facility ID:	3007701	Capacity:	10,000
Age:	28	Product:	Diesel
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Diesel		

ENVID:	S104632111	Tank ID:	005
Facility ID:	3007701	Capacity:	8,000
Age:	28	Product:	Gasoline
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Gasoline		

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation

**MAP FINDINGS**

**RYDER TRUCK RENTAL, INC. (Continued)**

Database(s) EDR ID Number  
EPA ID Number

S104632111

ENVID: S104632111  
Facility ID: 3007701  
Age: 28  
Tank Status: Removed  
Tank Status: Removed  
Product: Used Oil  
Tank ID: 006  
Capacity: 500  
Product: Used Oil

C13  
SW  
1/4-1/2  
1962  
Higher

**DORSEY EXXON STA.  
7235 WASHINGTON BOULEVARD  
, MD**

LUST S101183962  
OCPCASES N/A

Site 1 of 6 in cluster C

LUST:  
Case Number: 90-2487HO  
County: HOWARD  
Open/Closed: OPEN  
Recover Type: Monitoring - No active remediation. Sampling of monitoring wells only  
OCP Cases:  
Facility ID: 90-2487HO  
Cleanup: Not reported  
Facility Status: OPEN  
Release: Not reported

14  
ESE  
1/4-1/2  
1979  
Higher

**ZIPPERS PERFORMANCE CYCLE  
6655 AMBERTON DR STE A-G  
BALTIMORE, MD 21075**

RCRIS-SQG 1000525017  
FINDS MDD985403211

RCRIS:  
Owner: ZIPPERS PERFORMANCE CYCLE  
(410) 579-2100  
Contact: LISA OTTEY  
(410) 579-2100  
Record Date: 01/02/1992  
Classification: Small Quantity Generator  
Used Oil Recyc: No  
Violation Status: No violations found

C15  
SW  
1/4-1/2  
2194  
Higher

**EXXON 27049  
7253 WASHINGTON BLVD.  
ELKRIDGE, MD 21227**

UST U003735781  
N/A

Site 2 of 6 in cluster C

UST:  
Facility ID: 3913  
Capacity: 12000  
Tank Status: CURRENTLY IN USE  
Product: Diesel  
Owner Id: 21  
Owner Name: Exxon Company, U.S.A.

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation    Site

Database(s)    EDR ID Number  
 EPA ID Number

**EXXON 27049 (Continued)**

**U003735781**

Address:            P.O. Box 4386 800 Bell St., 26th Floor  
                          Houston, TX 77210  
 Contact:            M. E. Grinnell  
 Phone:              (800) 350-0531  
 First Name:        M.E.  
 Last Name:         Grinnel

Facility ID:        3913  
 Capacity:          10000  
 Tank Status:      CURRENTLY IN USE  
 Product:           GASOLINE  
 Owner Id:          21  
 Owner Name:      Exxon Company, U.S.A.  
 Address:           P.O. Box 4386 800 Bell St., 26th Floor  
                          Houston, TX 77210  
 Contact:           M. E. Grinnell  
 Phone:              (800) 350-0531  
 First Name:        M.E.  
 Last Name:         Grinnel

Facility ID:        3913  
 Capacity:          10000  
 Tank Status:      CURRENTLY IN USE  
 Product:           GASOLINE  
 Owner Id:          21  
 Owner Name:      Exxon Company, U.S.A.  
 Address:           P.O. Box 4386 800 Bell St., 26th Floor  
                          Houston, TX 77210  
 Contact:           M. E. Grinnell  
 Phone:              (800) 350-0531  
 First Name:        M.E.  
 Last Name:         Grinnel

Facility ID:        3913  
 Capacity:          8000  
 Tank Status:      CURRENTLY IN USE  
 Product:           GASOLINE  
 Owner Id:          21  
 Owner Name:      Exxon Company, U.S.A.  
 Address:           P.O. Box 4386 800 Bell St., 26th Floor  
                          Houston, TX 77210  
 Contact:           M. E. Grinnell  
 Phone:              (800) 350-0531  
 First Name:        M.E.  
 Last Name:         Grinnel

**C16  
 SW  
 1/4-1/2  
 2194  
 Higher**

**EXXON CO. #27049  
 7253 WASHINGTON BLVD  
 ELKRIDGE, MD 21227**

**Historical UST    S104632056  
 N/A**

**Site 3 of 6 in cluster C**

**UST HISTORICAL:**

ENVID:	S104632056	Tank ID:	001
Facility ID:	3007615	Capacity:	8,000
Age:	25	Product:	Gasoline
Tank Status:	Currently in use		
Tank Status:	Currently in use		
Product:	Gasoline		



MAP FINDINGS

Map ID			EDR ID Number
Direction			EPA ID Number
Distance			
Distance (ft.)			
Elevation	Site	Database(s)	

---

**EXXON CO. #27049 (Continued)**

**S104632056**

ENVID:	S104632056	Tank ID:	002
Facility ID:	3007615	Capacity:	10,000
Age:	25	Product:	Gasoline
Tank Status:	Currently in use		
Tank Status:	Currently in use		
Product:	Gasoline		

ENVID:	S104632056	Tank ID:	003
Facility ID:	3007615	Capacity:	10,000
Age:	25	Product:	Gasoline
Tank Status:	Currently in use		
Tank Status:	Currently in use		
Product:	Gasoline		

---

**C17  
SW  
1/4-1/2  
2194  
Higher**

**AMOCO  
7710 CRAIN HIGHWAY  
BOWIE, MD**

**OCPCASES S104598524  
N/A**

Site 4 of 6 in cluster C

OCP Cases:  
Facility ID: 96-0887PG2  
Cleanup: NO  
Facility Status: CLOSED  
Release: NO

---

**C18  
SW  
1/4-1/2  
2194  
Higher**

**EXXON STATION  
7253 WASHINGTON BLVD  
ELKRIDGE, MD 21227**

**OCPCASES S104612132  
N/A**

Site 5 of 6 in cluster C

OCP Cases:  
Facility ID: 93-2518HO  
Cleanup: Not reported  
Facility Status: CLOSED  
Release: Not reported

---

**C19  
SW  
1/4-1/2  
2194  
Higher**

**CHRIST UNITED METHODIST CHURCH  
201 PHILLIP MORRIS RD.  
SALISBURY, MD 21801**

**OCPCASES S104601590  
N/A**

Site 6 of 6 in cluster C

OCP Cases:  
Facility ID: 97-2006WI  
Cleanup: YES  
Facility Status: CLOSED  
Release: YES

---

**D20  
SW  
1/4-1/2  
2343  
Higher**

**ALL TUNE & LUBE  
7263 WASHINGTON BLVD  
ELKRIDGE, MD 21227**

**OCPCASES S104605707  
N/A**

Site 1 of 4 in cluster D

Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

ALL TUNE & LUBE (Continued)

S104605707

OCP Cases:  
Facility ID: 95-0843HO  
Cleanup: Not reported  
Facility Status: CLOSED  
Release: Not reported

D21  
SW  
1/4-1/2  
2371  
Higher

ALL PROS  
7265 WASHINGTON BLVD  
ELKRIDGE, MD 21227

OCPCASES S104605708  
N/A

Site 2 of 4 in cluster D

OCP Cases:  
Facility ID: 95-0844HO  
Cleanup: Not reported  
Facility Status: CLOSED  
Release: Not reported

D22  
SW  
1/4-1/2  
2438  
Higher

ONE INCORPORATED  
7269 WASHINGTON BLVD  
ELK RIDGE, MD 21227

RCRIS-SQG 1000118716  
FINDS MDD980554307

Site 3 of 4 in cluster D

RCRIS:  
Owner: PLATECRAFT INC  
(215) 555-1212  
Contact: WOLFGANG GUNTER  
(301) 796-3753  
Record Date: 05/14/1981  
Classification: Hazardous Waste Transporter  
Used Oil Recyc: No  
Violation Status: Violations exist  
Regulation Violated: Not reported  
Area of Violation: Generator-All Requirements  
Date Violation Determined: 05/10/1988  
Priority of Violation: Low  
Schedule Date to Achieve Compliance: 05/11/1988  
Actual Date Achieved Compliance: Not reported  
Enforcement Action: Written Informal  
Enforcement Action Date: 05/10/1988  
Proposed Monetary Penalty: Not reported  
Final Monetary Penalty: Not reported  
Regulation Violated: Not reported  
Area of Violation: Generator-All Requirements  
Date Violation Determined: 05/13/1988  
Priority of Violation: Low  
Schedule Date to Achieve Compliance: Not reported  
Actual Date Achieved Compliance: Not reported  
Enforcement Action: Civil Action for Compliance  
Enforcement Action Date: 05/11/1988  
Proposed Monetary Penalty: Not reported  
Final Monetary Penalty: Not reported

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**ONE INCORPORATED (Continued)**

1000118716

Regulation Violated:	Not reported
Area of Violation:	Formal Enforcement Agreement
Date Violation Determined:	06/06/1988
Priority of Violation:	Low
Schedule Date to Achieve Compliance:	Not reported
Actual Date Achieved Compliance:	Not reported
Enforcement Action:	Civil Action for Compliance
Enforcement Action Date:	05/11/1988
Proposed Monetary Penalty:	Not reported
Final Monetary Penalty:	Not reported
Regulation Violated:	Not reported
Area of Violation:	Generator-All Requirements
Date Violation Determined:	09/06/1988
Priority of Violation:	Low
Schedule Date to Achieve Compliance:	Not reported
Actual Date Achieved Compliance:	11/18/1988

There are 4 violation record(s) reported at this site:

Evaluation	Area of Violation	Date of Compliance
Compliance Schedule Evaluation (CSE)	Generator-All Requirements	
Case Development Inspection (CDI)	Generator-All Requirements	
Compliance Schedule Evaluation (CSE)	Generator-All Requirements	
	Generator-All Requirements	11/18/1988
Compliance Evaluation Inspection (CEI)	Generator-All Requirements	
	Generator-All Requirements	11/18/1988
Compliance Schedule Evaluation (CSE)	Formal Enforcement Agreement	
Compliance Schedule Evaluation (CSE)	Formal Enforcement Agreement	
Compliance Schedule Evaluation (CSE)	Formal Enforcement Agreement	
Compliance Schedule Evaluation (CSE)	Formal Enforcement Agreement	
Compliance Schedule Evaluation (CSE)	Formal Enforcement Agreement	
Compliance Schedule Evaluation (CSE)	Generator-All Requirements	
	Generator-All Requirements	
Compliance Schedule Evaluation (CSE)	Generator-All Requirements	
Compliance Evaluation Inspection (CEI)	Generator-All Requirements	

**FINDS:**

Other Pertinent Environmental Activity Identified at Site:  
 AIRS Facility System (AIRS/AFS)

D23  
 SW  
 1/4-1/2  
 2438  
 Higher

**OLGA NELSON ENTERPRISES**  
 7269 WASHINGTON BLVD  
 BALTIMORE, MD 21227

CERC-NFRAP 1000142944  
 SHWS MDD005068523

**Site 4 of 4 in cluster D**

**CERCLIS-NFRAP Classification Data:**

Site Incident Category: Not reported  
 Ownership Status: Unknown

Federal Facility: Not a Federal Facility  
 NPL Status: Not on the NPL

**CERCLIS-NFRAP Assessment History:**

Assessment: DISCOVERY  
 Assessment: REMOVAL ASSESSMENT  
 Assessment: PRELIMINARY ASSESSMENT

Completed: 19880725  
 Completed: 19880725  
 Completed: 19890501

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**OLGA NELSON ENTERPRISES (Continued)**

1000142944

SHWS:

Facility ID: (MD-272)  
 Status: NFRAP  
 Flag: Not reported  
 Alias Name: NONE

**E24  
 ESE  
 1/4-1/2  
 2569  
 Lower**

**TEXAS INSTRUMENTS  
 6675 AMBERTON DR.  
 ELKRIDGE, MD**

**OCPCASES S104602647  
 N/A**

Site 1 of 2 in cluster E

OCP Cases:

Facility ID: 94-0759HO  
 Cleanup: Not reported  
 Facility Status: CLOSED  
 Release: Not reported

**E25  
 ESE  
 1/4-1/2  
 2569  
 Lower**

**MIE PROPERTIES (TEXAS INSTR)  
 6675 AMBERTON DR  
 ELKRIDGE, MD 21227**

**Historical UST S104638404  
 N/A**

Site 2 of 2 in cluster E

UST HISTORICAL:

ENVID:	S104638404	Tank ID:	001
Facility ID:	6007743	Capacity:	550
Age:	23	Product:	Used Oil
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Used Oil		

**26  
 SW  
 1/4-1/2  
 2623  
 Higher**

**ASPLUNDH TREE EXPERT CO.  
 7281 WASHINGTON BLVD  
 ELKRIDGE, MD 21227**

**Historical UST S104629687  
 N/A**

UST HISTORICAL:

ENVID:	S104629687	Tank ID:	001
Facility ID:	3002201	Capacity:	500
Age:	15	Product:	Diesel
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Diesel		

ENVID:	S104629687	Tank ID:	002
Facility ID:	3002201	Capacity:	500
Age:	15	Product:	Diesel
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Diesel		

MAP FINDINGS

Map ID	Direction	Distance	Distance (ft.)	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
F27	SW	1/2-1	2903	Higher	<b>STEUART AGIP/DORSEY XTRA MART</b> 7300 WASHINGTON BLVD DORSEY, MD 21227  Site 1 of 4 in cluster F  OCP Cases: Facility ID: 91-1774HO Cleanup: Not reported Facility Status: OPEN Release: Not reported	OCPCASES	S104616206	N/A
F28	SW	1/2-1	2903	Higher	<b>ROCKVILLE UNITED CHURCH</b> 355 LINTHICUM STREET ROCKVILLE, MD  Site 2 of 4 in cluster F  OCP Cases: Facility ID: 96-0658MO1 Cleanup: Not reported Facility Status: CLOSED Release: Not reported	OCPCASES	S104598320	N/A
F29	SW	1/2-1	2903	Higher	<b>STEUART PETROLEUM</b> 7300 WASHINGTON BLVD ELKRIDGE, MD  Site 3 of 4 in cluster F  LUST: Case Number: 91-2547HO County: HOWARD Open/Closed: OPEN Recover Type: Monitoring - No active remediation. Sampling of monitoring wells only  Case Number: 93-2325BC County: BALTIMORE CITY Open/Closed: CLOSED Recover Type: Monitoring - No active remediation. Sampling of monitoring wells only	LUST	S101183959	N/A
F30	SW	1/2-1	2903	Higher	<b>STEUART AGIP/DORSEY XTRA MART</b> 7300 WASHINGTON BLVD ELKRIDGE, MD 21227  Site 4 of 4 in cluster F  OCP Cases: Facility ID: 91-2547HO Cleanup: Not reported Facility Status: OPEN Release: Not reported	OCPCASES	S104616837	N/A
G31	East	1/2-1	3377	Lower	<b>SAN TOMAS LTD. PARTNERSHIP/(IRON CITY SA</b> 6905 SAN TOMAS RD. ELKRIDGE, MD 21227  Site 1 of 2 in cluster G	OCPCASES	S104603546	N/A

**MAP FINDINGS**

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

EDR ID Number  
 EPA ID Number  
 Database(s)

**SAN TOMAS LTD. PARTNERSHIP/(IRON CITY SA (Continued))**

S104603546

OCP Cases:  
 Facility ID: 94-1813HO  
 Cleanup: Not reported  
 Facility Status: CLOSED  
 Release: Not reported

**G32** **HOOGEWERFF CO INC./IRON CITY SASH AND DO**  
**East** **6905 SAN TOMAS RD**  
**1/2-1** **ELKRIDGE, MD**  
**3377**  
**Lower** **Site 2 of 2 in cluster G**

OCPCASES S104610151  
 N/A

OCP Cases:  
 Facility ID: 93-0193HO  
 Cleanup: Not reported  
 Facility Status: CLOSED  
 Release: Not reported

**H33** **CHESAPEAKE FINISHED METALS INC**  
**ESE** **6754 SANTA BARBARA CT**  
**1/2-1** **BALTIMORE, MD 21227**  
**4128**  
**Lower** **Site 1 of 2 in cluster H**

FINDS 1000377016  
 RCRIS-LQG MDD069380657  
 TRIS  
 CORRACTS  
 CERC-NFRAP  
 SHWS

CERCLIS-NFRAP Classification Data:  
 Site Incident Category: Not reported  
 Ownership Status: Unknown  
 Federal Facility: Not a Federal Facility  
 NPL Status: Not on the NPL  
 CERCLIS-NFRAP Assessment History:  
 Assessment: DISCOVERY  
 Completed: 19880913  
 Assessment: PRELIMINARY ASSESSMENT  
 Completed: 19901030

CORRACTS Data:  
 Prioritization: High  
 Status: Determination of Need for a RCRA Facility Investigation, RFI Imposition

RCRIS:  
 Owner: CHESAPEAKE FINISHED METALS INC  
 (301) 796-4770  
 Contact: WARREN STRASINGER  
 (301) 796-4770  
 Record Date: 08/18/1980  
 Classification: Large Quantity Generator

BIENNIAL REPORTS:  
 Last Biennial Reporting Year: 1997

<u>Waste</u>	<u>Quantity (Lbs)</u>	<u>Waste</u>	<u>Quantity (Lbs)</u>
D001	127331.13	D002	7293.58
D006	127331.13	D007	136754.71
D008	125476.13	F003	128796.13
F005	127331.13		

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
 EPA ID Number

**CHESAPEAKE FINISHED METALS INC (Continued)**

1000377016

Used Oil Recyc: No

Violation Status: Violations exist

Regulation Violated: Not reported  
 Area of Violation: Generator-All Requirements  
 Date Violation Determined: 11/20/1990  
 Priority of Violation: Low  
 Schedule Date to Achieve Compliance: Not reported  
 Actual Date Achieved Compliance: 10/02/1991  
 Enforcement Action: Written Informal  
 Enforcement Action Date: 11/27/1990  
 Proposed Monetary Penalty: Not reported  
 Final Monetary Penalty: Not reported

Regulation Violated: Not reported  
 Area of Violation: Generator-Land Ban Requirements  
 Date Violation Determined: 11/20/1990  
 Priority of Violation: Low  
 Schedule Date to Achieve Compliance: 12/20/1990  
 Actual Date Achieved Compliance: 01/30/1991

Enforcement Action: Written Informal  
 Enforcement Action Date: 11/20/1990  
 Proposed Monetary Penalty: Not reported  
 Final Monetary Penalty: Not reported

There are 2 violation record(s) reported at this site:

<u>Evaluation</u>	<u>Area of Violation</u>	<u>Date of Compliance</u>
Compliance Evaluation Inspection (CEI)	Generator-All Requirements	10/02/1991
	Generator-Land Ban Requirements	01/30/1991

**FINDS:**

Other Pertinent Environmental Activity Identified at Site:  
 AIRS Facility System (AIRS/AFS)

**SHWS:**

Facility ID: (MD-274)  
 Status: NFRAP  
 Flag: Not reported  
 Alias Name: NONE

H34  
 ESE  
 1/2-1  
 4160  
 Lower

**ENTENMANN'S BAKERY**  
**6730 SANTA BARBARA COURT**  
**, MD**  
 Site 2 of 2 in cluster H

LUST S10163882  
 N/A

**LUST:**

Case Number: 92-2162HO  
 County: HOWARD  
 Open/Closed: OPEN  
 Recover Type: Handbail - Hand Bailing the monitoring wells for free product

35  
 SSE  
 1/2-1  
 4557  
 Lower

**US AIR**  
**ELM ROAD BWI**  
**BALTIMORE, MD**

LUST S102530383  
 N/A

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Distance (ft.)  
 Elevation

Site

Database(s)      EDR ID Number  
 EPA ID Number

**US AIR (Continued)**

**S102530383**

**LUST:**

Case Number: 91-2055AA  
 County: ANNE ARUNDEL  
 Open/Closed: OPEN  
 Recover Type: Automatic - 24 hour remediation system is on site

**36  
 SW  
 1/2-1  
 4741  
 Higher**

**CONSOLIDATED FREIGHTWAYS  
 7010 BROOKDALE DRIVE  
 ELKBRIDGE, MD 21227**

**UST      U002237044  
 LUST      N/A  
 Historical UST  
 OCPCASES**

**LUST:**

Case Number: 93-1572HO  
 County: HOWARD  
 Open/Closed: CLOSED  
 Recover Type: Monitoring - No active remediation. Sampling of monitoring wells only

**OCP Cases:**

Facility ID: 93-1572HO  
 Cleanup: Not reported  
 Facility Status: CLOSED  
 Release: Not reported

**UST HISTORICAL:**

ENVID:	U002237044	Tank ID:	001
Facility ID:	3007760	Capacity:	10,000
Age:	20	Product:	Diesel
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Diesel		
ENVID:	U002237044	Tank ID:	002
Facility ID:	3007760	Capacity:	10,000
Age:	20	Product:	Diesel
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Diesel		
ENVID:	U002237044	Tank ID:	003
Facility ID:	3007760	Capacity:	1,000
Age:	20	Product:	Used Oil
Tank Status:	Permanently out of use		
Tank Status:	Permanently out of use		
Product:	Used Oil		
ENVID:	U002237044	Tank ID:	004
Facility ID:	3007760	Capacity:	1,000
Age:	20	Product:	Heating Oil
Tank Status:	Removed		
Tank Status:	Removed		
Product:	Heating Oil		
UST:			
Facility ID:	10890		
Capacity:	1000		
Tank Status:	PERMANENTLY OUT OF USE		
Product:	Used Oil		
Owner Id:	6716		
Owner Name:	Kinsley Holdings		



Map ID  
Direction  
Distance  
Distance (ft.)  
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number  
EPA ID Number

CONSOLIDATED FREIGHTWAYS (Continued)

U002237044

Address: R.D. 8, Box 232  
York, PA 17403  
Contact: Jonathan Bubb  
Phone: (717) 741-3841  
First Name: Shirley  
Last Name: Ropiza

Facility ID: 10890  
Capacity: 1000  
Tank Status: PERMANENTLY OUT OF USE  
Product: Heating Oil  
Owner Id: 6716  
Owner Name: Kinsley Holdings  
Address: R.D. 8, Box 232  
York, PA 17403  
Contact: Jonathan Bubb  
Phone: (717) 741-3841  
First Name: Shirley  
Last Name: Ropiza

Facility ID: 10890  
Capacity: 10000  
Tank Status: PERMANENTLY OUT OF USE  
Product: Diesel  
Owner Id: 6716  
Owner Name: Kinsley Holdings  
Address: R.D. 8, Box 232  
York, PA 17403  
Contact: Jonathan Bubb  
Phone: (717) 741-3841  
First Name: Shirley  
Last Name: Ropiza

Facility ID: 10890  
Capacity: 10000  
Tank Status: PERMANENTLY OUT OF USE  
Product: Diesel  
Owner Id: 6716  
Owner Name: Kinsley Holdings  
Address: R.D. 8, Box 232  
York, PA 17403  
Contact: Jonathan Bubb  
Phone: (717) 741-3841  
First Name: Shirley  
Last Name: Ropiza

## ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)	Facility ID
ARBUTUS	1000385762	BRASS & COPPER SUPP	PO BOX 7342	21227	RCRIS-SQG, FINDS	
ARBUTUS	S103686058	TEXACO	LINDEN LEED	21227	LUST	5-0152BA
ARBUTUS	S104633075	CENTRAL AVENUE W.C. (01233)	100 WESTHAMPTON DR.	21227	Historical UST	
BALTIMORE	S104629430	GWYNNNS RUN YARD	CALVERTON RD / MC CLELLAN ST	21227	Historical UST	
BALTIMORE	S104630087	BARTON-COTTON, INC.	1301 CONSTANCE AVE	21227	Historical UST	
BALTIMORE	S104630462	MCI TELECOM	HALETHORPE FARMS RD.	21227	Historical UST	
BALTIMORE	U003739090	PUMPHREY SUBSTATION	4603 OLD ANNAPOLIS ROAD	21227	UST	997
BALTIMORE	S104629991	U.S. POSTAL SERVICE	6 WAELCH AVE.	21227	Historical UST	
BETHESDA	1000259819	NATIONAL INSTITUTES OF HEALTH	9000 ROCKVILLE PIKE	21075	FINDS, RCRIS-LQG, TRIS, CORRAC1	
COOKSVILLE	S104638345	GLENWOOD WIRE CENTER (28838)	1475 FREDERICK ROAD	21227	Historical UST	
DORSEY	S104632179	STEUART PETROLEUM CO.	7300 BALTIMORE AVE.	21227	Historical UST	
DORSEY	1000232000	LONG LIFE TREATED WOOD INC	DORSEY RACEWAY ROAD	21076	RCRIS-SQG, FINDS, CERC-NFRAP, SHWS	(MD-241)
ELKRIDGE	U003733602	C & P TELEPHONE	6550 BALTIMORE WASHINGTON BOULEVARD	21227	UST	10686
ELKRIDGE	S104632177	ELKRIDGE W. C. (24081)	6550 BALTO. WASHINGTON BLVD.	21227	Historical UST	
ELKRIDGE	1000908662	PANASONIC PRODUCT RENEWAL CENTER	6675 BUSINESS PARK WAY	21227	RCRIS-SQG, FINDS.	
ELKRIDGE	U003733699	ELKRIDGE MOTORS	667 MONTGOMERY ROAD	21227	UST	10799
ELKRIDGE	U002240609	TROY HISTORIC SITE	OFF 7150 WASHINGTON BLVD	21227	UST, Historical UST	10796
ELKRIDGE	S104634830	ELKRIDGE VOL. FIRE DEPT., INC.	6275 OLD WASHINGTON RD	21227	Historical UST	
ELKRIDGE	U003735148	CORPORATE EXPRESS BUILDINGS	7700 PORT CAPITAL DRIVE	21227	UST	2984
ELKRIDGE	S104638309	LUCAS BROTHERS, INC.	7700 PORT CAPITAL DR	21227	Historical UST	
ELKRIDGE	1001460029	CIENA CORP	6671 R SANTA BARBARA RD	21075	RCRIS-SQG, FINDS	
ELKRIDGE	1000841524	MARCOR ENVIRONMENTAL INC	6679 SANTA BARBARA DR	21227	RCRIS-SQG, FINDS	
ELKRIDGE	1001460020	MID-ATLANTIC GEAR	7387 WASHINGTON BLVD STE 105	21075	RCRIS-SQG, FINDS	
ELKRIDGE	1001232441	ELKRIDGE AUTO BODY	5820 WASHINGTON BLVD UNIT C	21075	RCRIS-SQG, FINDS	
ELKRIDGE	S104632213	ABF FREIGHT SYSTEM INC.	6720 WASHINGTON BLVD	21227	Historical UST	
ELKRIDGE	S104632183	ALL STAR CHEVROLET	5820 WASHINGTON BLVD	21227	Historical UST	
ELKRIDGE	S104629278	APA TRANSPORT CORP.	525 WASHINGTON BLVD.	21227	Historical UST	
ELKRIDGE	S101505574	CAROLINA FREIGHT TERMINAL	6720 WASHINGTON BLVD	21227	LUST, OCPCASES	95-0368HO
HALETHORPE	U003752191	BALTIMORE HIGHLANDS ELEMENTARY	4200 ANNAPOLIS ROAD	21227	UST	2869
HALETHORPE	U003752519	HALETHORPE COMMUNITY CENTER	1900 NORTH EAST AVENUE	21227	UST	4117
HALETHORPE	U003750859	2320 MONUMENTAL AVE.	2320 MONUMENTAL AVE.	21227	UST	10257
HALETHORPE	U003752820	RENTAL TOOLS - FRONT OF BLDG.	1709 SULPHUR SPRING ROAD	21227	UST	5506
HALETHORPE	S104629318	RENTAL TOOLS & EQUIPMENT COMPANY	1709 SULPHUR SPRING RD	21227	Historical UST	
HANOVER	S102259343	MID-ATLANTIC WOOD PRESERVERS	PO BOX 58 SHIPLEY AVE	21076	SHWS	(MD-070)
HAVRE DE GRACE	S104631876	ALDINO SHOP FACILITY	303 HOPEWELL ROAD	21075	Historical UST	
JESSUP	U003738861	MEADOWRIDGE SEWAGE PUMPING STATION	7304 MEADOW RIDGE ROAD	21227	UST	9568
JESSUP	S104632099	MEADOWRIDGE SEWAGE PUMP STA.	7304 MEADOWRIDGE ROAD	21227	Historical UST	
LANSDOWNE	1000129136	D & R HAULING CO	2318 MONUMENTAL AVE	21227	RCRIS-SQG, FINDS	
RELAY	1000441621	MARYLAND STATE HIGHWAY ADMINISTRATION	US RT 1 SOUTHBOUND	21227	RCRIS-SQG, FINDS	
WORCESTER	S104640510	OCEAN PINES (36200)	OCEAN DOWNS ROAD (MD 589)	21227	Historical UST	

## EPA Waste Codes Addendum

Code	Description
D001	IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKEY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.
D002	A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.
D006	CADMIUM
D007	CHROMIUM
D008	LEAD
F003	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NON-HALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS, AND, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
F005	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Elapsed ASTM days:** Provides confirmation that this EDR report meets or exceeds the 90-day updating requirement of the ASTM standard.

## FEDERAL ASTM STANDARD RECORDS

### **NPL: National Priority List**

Source: EPA

Telephone: N/A

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC).

Date of Government Version: 01/23/01

Date Made Active at EDR: 02/16/01

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 02/05/01

Elapsed ASTM days: 11

Date of Last EDR Contact: 02/05/01

### **Proposed NPL: Proposed National Priority List Sites**

Source: EPA

Telephone: N/A

Date of Government Version: 01/23/01

Date Made Active at EDR: 02/16/01

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 02/05/01

Elapsed ASTM days: 11

Date of Last EDR Contact: 02/05/01

### **CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System**

Source: EPA

Telephone: 703-413-0223

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 03/16/01

Date Made Active at EDR: 04/30/01

Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 03/26/01

Elapsed ASTM days: 35

Date of Last EDR Contact: 03/26/01

### **CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned**

Source: EPA

Telephone: 703-413-0223

As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

Date of Government Version: 03/16/01

Date Made Active at EDR: 04/30/01

Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 03/26/01

Elapsed ASTM days: 35

Date of Last EDR Contact: 03/26/01

### **CORRACTS: Corrective Action Report**

Source: EPA

Telephone: 800-424-9346

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/20/00  
Date Made Active at EDR: 08/01/00  
Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 06/12/00  
Elapsed ASTM days: 50  
Date of Last EDR Contact: 03/14/01

## **RCRIS: Resource Conservation and Recovery Information System**

Source: EPA/NTIS  
Telephone: 800-424-9346

Resource Conservation and Recovery Information System. RCRIS includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Date of Government Version: 06/21/00  
Date Made Active at EDR: 07/31/00  
Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 07/10/00  
Elapsed ASTM days: 21  
Date of Last EDR Contact: 01/30/01

## **ERNS: Emergency Response Notification System**

Source: EPA/NTIS  
Telephone: 202-260-2342

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 08/08/00  
Date Made Active at EDR: 09/06/00  
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 08/11/00  
Elapsed ASTM days: 28  
Date of Last EDR Contact: 04/19/01

## **FEDERAL ASTM SUPPLEMENTAL RECORDS**

### **BRS: Biennial Reporting System**

Source: EPA/NTIS  
Telephone: 800-424-9346

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/97  
Database Release Frequency: Biennially

Date of Last EDR Contact: 03/19/01  
Date of Next Scheduled EDR Contact: 06/18/01

### **CONSENT: Superfund (CERCLA) Consent Decrees**

Source: EPA Regional Offices  
Telephone: Varies

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: N/A  
Database Release Frequency: Varies

Date of Last EDR Contact: N/A  
Date of Next Scheduled EDR Contact: N/A

### **ROD: Records Of Decision**

Source: NTIS  
Telephone: 703-416-0223

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 09/30/99  
Database Release Frequency: Annually

Date of Last EDR Contact: 04/10/01  
Date of Next Scheduled EDR Contact: 07/09/01

### **DELISTED NPL: National Priority List Deletions**

Source: EPA  
Telephone: N/A

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/23/01  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 02/05/01  
Date of Next Scheduled EDR Contact: 05/07/01

**FINDS:** Facility Index System/Facility Identification Initiative Program Summary Report

Source: EPA  
Telephone: N/A

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 07/07/00  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 04/09/01  
Date of Next Scheduled EDR Contact: 07/09/01

**HMIRS:** Hazardous Materials Information Reporting System

Source: U.S. Department of Transportation  
Telephone: 202-366-4526

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 05/31/00  
Database Release Frequency: Annually

Date of Last EDR Contact: 04/24/01  
Date of Next Scheduled EDR Contact: 07/23/01

**MLTS:** Material Licensing Tracking System

Source: Nuclear Regulatory Commission  
Telephone: 301-415-7169

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 01/30/01  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 04/09/01  
Date of Next Scheduled EDR Contact: 07/09/01

**MINES:** Mines Master Index File

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959

Date of Government Version: 08/01/98  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 04/02/01  
Date of Next Scheduled EDR Contact: 07/02/01

**NPL LIENS:** Federal Superfund Liens

Source: EPA  
Telephone: 205-564-4267

Federal Superfund Liens. Under the authority granted the USEPA by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner receives notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/91  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 02/20/01  
Date of Next Scheduled EDR Contact: 05/21/01

**PADS:** PCB Activity Database System

Source: EPA  
Telephone: 202-260-3936

PCB Activity Database. PADS identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 12/11/00  
Database Release Frequency: Annually

Date of Last EDR Contact: 02/12/01  
Date of Next Scheduled EDR Contact: 05/14/01

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### **RAATS: RCRA Administrative Action Tracking System**

Source: EPA

Telephone: 202-564-4104

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/95

Database Release Frequency: No Update Planned

Date of Last EDR Contact: 03/13/01

Date of Next Scheduled EDR Contact: 06/11/01

### **TRIS: Toxic Chemical Release Inventory System**

Source: EPA

Telephone: 202-260-1531

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/97

Database Release Frequency: Annually

Date of Last EDR Contact: 03/26/01

Date of Next Scheduled EDR Contact: 06/25/01

### **TSCA: Toxic Substances Control Act**

Source: EPA

Telephone: 202-260-1444

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/98

Database Release Frequency: Every 4 Years

Date of Last EDR Contact: 03/30/01

Date of Next Scheduled EDR Contact: 06/12/01

### **FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**

Source: EPA/Office of Prevention, Pesticides and Toxic Substances

Telephone: 202-564-2501

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/30/00

Database Release Frequency: Quarterly

Date of Last EDR Contact: 03/26/01

Date of Next Scheduled EDR Contact: 06/25/01

### **FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**

Source: EPA

Telephone: 202-564-2501

Date of Government Version: 08/10/00

Database Release Frequency: Quarterly

Date of Last EDR Contact: 03/26/01

Date of Next Scheduled EDR Contact: 06/25/01

### **STATE OF MARYLAND ASTM STANDARD RECORDS**

#### **SHWS: Notice of Potential Hazardous Waste Sites**

Source: Department of the Environment

Telephone: 410-631-3440

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/01/00  
Date Made Active at EDR: 10/12/00  
Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 09/15/00  
Elapsed ASTM days: 27  
Date of Last EDR Contact: 03/13/01

## **SWF/LF: Permitted Solid Waste Disposal Facilities**

Source: Department of the Environment  
Telephone: 410-631-3364

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 06/30/00  
Date Made Active at EDR: 11/30/00  
Database Release Frequency: Annually

Date of Data Arrival at EDR: 10/26/00  
Elapsed ASTM days: 35  
Date of Last EDR Contact: 04/24/01

## **LUST: Recovery Sites**

Source: Department of the Environment  
Telephone: 410-631-3433

In 1999, the Department of the Environment stopped adding new sites to its Recovery Sites Database. Current leaking underground storage tank information maybe found in the OCPCASES database.

Date of Government Version: 03/01/99  
Date Made Active at EDR: 04/16/99  
Database Release Frequency: No Update Planned

Date of Data Arrival at EDR: 03/22/99  
Elapsed ASTM days: 25  
Date of Last EDR Contact: 02/19/01

## **UST: Registered Underground Storage Tank List**

Source: Department of the Environment  
Telephone: 410-631-3433

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 02/01/01  
Date Made Active at EDR: 04/06/01  
Database Release Frequency: Varies

Date of Data Arrival at EDR: 03/09/01  
Elapsed ASTM days: 28  
Date of Last EDR Contact: 02/12/01

## **STATE OF MARYLAND ASTM SUPPLEMENTAL RECORDS**

### **AST: Permitted Aboveground Storage Tanks**

Source: Department of The Environment  
Telephone: 410-631-3386

Registered Aboveground Storage Tanks.

Date of Government Version: 01/30/01  
Database Release Frequency: Quarterly

Date of Last EDR Contact: 02/12/01  
Date of Next Scheduled EDR Contact: 05/14/01

### **Historical UST: Historical UST Registered Database**

Source: Department of Environmental  
Telephone: 410-631-3433

Date of Government Version: 11/21/96  
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 05/15/00  
Date of Next Scheduled EDR Contact: N/A

### **VCP: Voluntary Cleanup Program Applicants/Participants**

Source: Dept. of the Environment  
Telephone: 410-631-3493

The Voluntary Cleanup Program, administrated by the Dept. of the Environment, streamlines the environmental cleanup process for sites, usually industrial or commercial properties, that are contaminated, or perceived to be contaminated, by hazardous substances. Developers and lenders are provided with certain limitations on liability and participants in the program are provided certainty in the process by knowing exactly what will be required.



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/10/01  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 04/17/01  
Date of Next Scheduled EDR Contact: 07/16/01

### **OCPCASES:** Oil Control Program Cases

Source: Department of Environment  
Telephone: 410-631-3426

Cases monitored by the Oil Control Program. these cases can be leaking underground storage tanks and other belowground releases, leaking aboveground storage tanks, spills and inspections.

Date of Government Version: 01/02/01  
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 04/24/01  
Date of Next Scheduled EDR Contact: 07/23/01

### **EDR PROPRIETARY DATABASES**

**Former Manufactured Gas (Coal Gas) Sites:** The existence and location of Coal Gas sites is provided exclusively to EDR by Real Property Scan, Inc. ©Copyright 1993 Real Property Scan, Inc. For a technical description of the types of hazards which may be found at such sites, contact your EDR customer service representative.

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### **HISTORICAL AND OTHER DATABASE(S)**

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

**Flood Zone Data:** This data, available in select counties across the country, was obtained by EDR in 1999 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 1999 from the U.S. Fish and Wildlife Service.

# **Appendix E**

## **Reconnaissance Photographs**



Photo #1 - Looking northeast – View of pump house foundation (A1).



Photo #2 - Looking north – View of concrete and cinderblock debris (A3).



Photo #3 – Looking north west – View of scattered household debris (A4).



Photo #1 - Looking northeast – View of pump house foundation (A1).



Photo #2 - Looking north – View of concrete and cinderblock debris (A3).



Photo #3 – Looking north west – View of scattered household debris (A4).



Photo #1 - Looking northeast – View of pump house foundation (A1).



Photo #2 - Looking north – View of concrete and cinderblock debris (A3).



Photo #3 – Looking north west – View of scattered household debris (A4).