This Deed, Made this day of , in the year .

(A) WHEREAS, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, finds it necessary to acquire the land, easements, rights and/or controls, shown and/or indicated on State Roads Commission of Maryland's Plats Numbered 14131, 16132 which are duly recorded, or intended to be recorded, among the Land Records of

Prince George's County (ties) 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

F 737-15-286

and known as the

Maryland Route 704

to and thereafter use, maintain and/or further improve said highway and/or bridge, as a part of the Maryland State Roads System.

(B) NOW, THEREFORE, THIS DEED AND RELEASE WITNESSETH: That for and in consideration of the above premises, One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, we 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

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

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

(E) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right to discharge the flow of water through those drainage structures to be built to protect said highway.

(F) AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to 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 or within the limits of the areas hereinbefore conveyed in fee simple) into existing waterways or natural drainage courses, as indicated by the symbol , at the outlet end of the drainage facilities so created by the Commission, all of which are shown graphically and indicated by appropriate symbols and explanatory notations on the aforesaid plats.

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

Raw Text End
AND THE GRANTORS DO FURTHER GRANT unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right to erect and maintain between October 1st and April 1st of each year, snow fences within 100 feet of the land hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings establishedhereaserearly erected or with growing crops.

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

AND for the same consideration as hereinbefore set forth the Grantors do further grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, a temporary easement during construction as shown and/or indicated on the aforesaid Plat No. 14131, said easement to cease and terminate upon completion of construction.

IT BEING a part of the same property conveyed unto Bruche Realty Corporation from James B. Cash, Jr., Housing Commissioner, by Deed dated March 2, 1961, and recorded on March 8, 1961, in Liber No. 2935, Folio 303, of the Land Records of Prince George’s County.
(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 waywise appertaining.

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

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

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

(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 ____________________________ (SEAL)

WITNESS ____________________________ (SEAL)

WITNESS ____________________________ (SEAL)

WITNESS ____________________________ (SEAL)

WITNESS ____________________________ (SEAL)

WITNESS ____________________________ (SEAL)

WITNESS ____________________________ (SEAL)

WITNESS ____________________________ (SEAL)

WITNESS ____________________________ (SEAL)

WITNESS ____________________________ (SEAL)

SEE PAGE 4 FOR ACKNOWLEDGMENTS
New York

STATE OF NEW YORK - COUNTY OF QUEENS:

I, hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF NEW YORK, in and for

QUEENS, personally appeared, MATTHEW J. TOZI, the Vice,
President of BRUCHE REALTY CORP.,

and acknowledged the foregoing deed and release to be an act of the said body corporate. (NOTE: strike out the words not applicable.)

AS WITNESS my HAND and NOTARIAL SEAL, this 30th day of DECEMBER, 1968, in the year 1968.

Notary Public, State of New York.

My Commission expires

District of Columbia

STATE OF MARYLAND - COUNTY OF:

I, hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for

MARYLAND, personally appeared, ALBERT M. MILLER,

and each severally acknowledged the foregoing deed and release to be ✓ his ✓ her or ✓ their ✓ respective
act, or ✓ to be the act of the said body corporate. (NOTE: strike out the words not applicable.)

AS WITNESS my HAND and NOTARIAL SEAL, this 26th day of JANUARY, 1969, in the year 1969.

Notary Public, State of Maryland.

My Commission expires

DEED

FROM

TO

THE STATE OF MARYLAND
THE STATE OF MARYLAND
TO THE USE OF
THE USE OF
MARYLAND
MARYLAND

Received for Record at 12:00 P.M., March 20, 1969.

Form of Record:

Recorded in the Office of the Clerk, one of the Land Records of the

County of:

In the Name of:

Cost of Record:

Taxes levied and on record as of this date

APR. 1 1969

have been paid

CHARLES E. CALLOW, Trustee.