OPERATING VICE-PRESIDENT'S FILE

No. Bethesda - Md. - R - 44

Lease of Air Rights

Over our Right of Way

Volume 1 - Closed

August 22, 1956 jfd/rwm

Mr. E. E. Phipps:

With reference to your letter of July 17, concerning license and agreement No. 31646, covering strip of land for roadway purposes to the Eisingers at Bethesda, Md.

Noting that the Eisingers requested that the Railroad Company consent to the assignment of the license to the Broadhursts, you are authorized to issue to the Broadhursts one of the customary agreements running for an indefinite period, but terminable at any time on thirty days' written notice, covering use of our land for roadway purposes.

W. C. Baker

cc: Mr. J. W. Phipps, Jr.
Mr. K. J. Wagoner
Mr. W. R. Galloway

Baltimore - August 17, 1956
File 67909

Bethesda, Md.

Mr. W. C. Baker:

Yours August 2 regarding proposal to lease, under 30 day arrangement, a parcel of our land at Bethesda, Md., to Henry M. and Ralph R. Broadhurst, for roadway purposes:

With the understanding the Broadhursts will not place on the property any improvements that cannot readily be removed in event the arrangement is terminated, I am agreeable to a 30 day lease.

J. W. Phipps, Jr.

cc - Mr. E. H. Burgess
Mr. E. E. Phipps

VICE PRES.-OPRN.-MAINT.
B & O

1956 AUG 17 PM 3:14

August 2, 1956 jfd/rwm

Mr. J. W. Phipps, Jr.:

With reference to my letter of July 19, referring to your letter of May 1, 1956, File: 67909, regarding assignment of lease with Roger W. Eisinger, Sr., and Marie Hall Eisinger, covering land used for roadway purposes at Bethesda, Md., to Henry M. and Ralph R. Broadhurst.

Noting that you have received copy of General Real Estate Agent's letter of July 17 regarding this same proposition, kindly advise if you have any objections to granting the Broadhursts the same privilege terminable at any time on thirty days' written notice, as suggested.

W. C. Baker

Tickler 8-9-56

Should have answer
Monday Aug. 20th
J.F.D. 8/17

Punch JWP

July 19, 1956 jfd/rwm

Mr. J. W. Phipps, Jr.:

With reference to your letter of May 1, 1956, File: 67909, regarding assignment of lease with Roger W. Eisinger, Sr., and Marie Hall Eisinger, covering land used for roadway purposes at Bethesda, Md., to Henry M. and Ralph R. Broadhurst.

Noting that you have received copy of General Real Estate Agent's letter of July 17 regarding this same proposition, kindly advise if you have any objections to granting the Broadhursts the same privilege terminable at any time on thirty days' written notice, as suggested.

W. C. Baker

Tickler 8-2-56

JWP

Bethesda, Md
R.44

Baltimore, Md., July 17, 1956

Bethesda, Md. - License and agreement No. 31646 covering strip of land for roadway purposes - Parcel 18 and portion of Parcel 14 - V. S. 24.1(2) - Roger W. Eisinger, Sr. and Marie Hall Eisinger.

Mr. W. C. Baker:

Referring to your letter of May 10, 1956, relative to above document which runs for a period of twenty years from April 1, 1955, expiring March 31, 1975.

As stated in my communication of February 6, 1956, the Eisingers requested that Railroad Company consent to the assignment of the instrument to Messrs. Henry M. and Ralph R. Broadhurst, inasmuch as the former disposed of their interest in premises known as 7240 Wisconsin Avenue, served by the roadway located on our property, to the Broadhursts.

We have had several meetings with the Eisingers and were successful in having them agree to relinquish the license and agreement in question. However, they have asked whether Railroad Company will issue to the Broadhursts one of its customary agreements running for an indefinite period, but terminable at any time on thirty days' written notice, covering continued use of our land for roadway.

Will you please advise whether it will be satisfactory to do so.

E. E. PHIPPS
GBW

GBW/ajb
Copy to:
Mr. J. W. Phipps, Jr.
Mr. K. J. Wagoner
Mr. W. R. Galloway

Baltimore, Md., July 17, 1956

Bethesda, Md. - License and agreement No. 31646 covering strip of land for roadway purposes - Parcel 18 and portion of Parcel 14 - V. S. 24.1(2) - Roger W. Elsinger, Sr. and Marie Hall Elsinger.

Mr. W. C. Baker:

Referring to your letter of May 10, 1956, relative to above document which runs for a period of twenty years from April 1, 1955, expiring March 31, 1975.

As stated in my communication of February 6, 1956, the Elsingers requested that Railroad Company consent to the assignment of the instrument to Messrs. Henry M. and Ralph R. Broadhurst, inasmuch as the former disposed of their interest in premises known as 7240 Wisconsin Avenue, served by the roadway located on our property, to the Broadhursts.

We have had several meetings with the Elsingers and were successful in having them agree to relinquish the license and agreement in question. However, they have asked whether Railroad Company will issue to the Broadhursts one of its customary agreements running for an indefinite period, but terminable at any time on thirty days' written notice, covering continued use of our land for roadway.

Will you please advise whether it will be satisfactory to do so.

E. K. PHIPPS

GRW/ajb
Copy to:
Mr. J. W. Phippen Jr.
Mr. K. J. Wagoner
Mr. W. R. Galloway

VICE PRES.-OPRN-MAINT.
B & O

June 1, 1956. jfd how

Mr. E. E. Phipps:

With reference to your letter of March 9, concerning application of Mrs. Marion Argyll for term lease of air rights over property along westerly side of Wisconsin Avenue, Bethesda, Maryland.

It is the feeling of the Traffic Department and the General Manager that since there is little benefit to the Railroad from a traffic angle, this matter should be held in abeyance, particularly as there are operating objections to a depth of 200 ft., as desired.

W. C. R. Baker.

EEP. 3/9/56

Baltimore, May 28, 1956

Bethesda Md. R44-

Mr. W. C. Baker

Referring to footnote to me on General Real Estate Agent Phipps' letter of March 9, 1956, to you concerning application to term lease air rights over property along westerly side of Wisconsin Ave., V.S. 24.1(2) for a depth of 200 ft. to Mrs. Marion Argyll for the purpose of constructing a four-story commercial store building at a cost of approximately $700,000, at Bethesda, Md.

Due to the amount of switching we have at Bethesda Avenue, do not recommend leasing air rights on the Westerly side of Wisconsin Avenue for the erection of the building as it is our opinion it will interfere with both the operation and maintenance of our tracks involved.

W. R. Galloway -

cc Mr. K. J. Wagoner
Mr. E. E. Phipps

Baltimore, May 28, 1956

Mr. W. G. Baker

Referring to footnote to me on General Real Estate Agent Phipps' letter of March 9, 1956, to you concerning application to term lease air rights over property along westerly side of Wisconsin Ave., V.S. 24.1(2) for a depth of 200 ft. to Mrs. Marion Argyll for the purpose of constructing a four-story commercial store building at a cost of approximately $700,000, at Bethesda, Md.

Due to the amount of switching we have at Bethesda Avenue, do not recommend leasing air rights on the Westerly side of Wisconsin Avenue for the erection of the building as it is our opinion it will interfere with both the operation and maintenance of our tracks involved.

W. R. Calloway -

cc Mr. K. J. Wagoner
Mr. E. E. Phipps

May 10, 1956. jfd how

Mr. E. E. Phipps:

It is noted that you have received copy of Vice President Phipps' letter of May 1, concerning assignment of lease covering land used for roadway purposes at Bethesda, Md. by the Eisinger interests to Henry M. and Ralph R. Broadhurst.

You will note that the fourth paragraph of the letter suggests that we not assign this lease, but endeavor to have the Eisingers relinquish their present lease for roadway purposes. In view of the fact that this will not work a hardship on Broadhurst, who has other means of access to the property, you will endeavor to carry out the suggestion of the Traffic Department.

Kindly advise what you accomplish.

W. C. Baker.

R

Copy for:
Mr. J. W. Phipps, Jr.
Mr. K. J. Wagoner.
Mr. W. R. Galloway.

6/11/56

EEP.
G JWP
KJW
WHG
Bethesda, Md.
RHH.

Baltimore - May 1, 1956.
File 67909

Mr. W. C. Baker:

Yours March 30 regarding assignment of lease with Roger W. Eisinger, Sr., and Marie Hall Eisinger covering land used for roadway purposes at Bethesda, Md., to Henry M. and Ralph R. Broadhurst:

At the time we recommended this lease the Eisinger interests in this area were carload receivers of building materials, etc. Now they no longer operate at Bethesda, and are merely acting as promoters on the remaining property in which they have an interest.

Assignment of the Eisinger lease to the Broadhursts will mean practically nothing to us in the way of traffic. While the latter intend to make some improvements to the property acquired from Eisinger, this holds no promise of any rail business.

In view of the changed situation now existing, I recommend against assignment of this lease and suggest the General Real Estate Agent endeavor to have the Eisingers relinquish the lease they now hold for roadway purposes. This will work no hardship on Broadhurst, who has access to the property recently purchased from the Eisingers by means of a private driveway off Wisconsin Avenue. On the other hand, our retention of the strip in question may be of value to us in connection with the general question of air rights in that vicinity, which has been somewhat of an active subject recently.

Shall appreciate knowing what is done.

J. W. Phipps, Jr.

cc - Mr. E. H. Burgess
Mr. E. E. Phipps

Baltimore - April 5, 1956.
File 67909

Mr. W. C. Baker:

Yours March 30 regarding proposed lease of air rights over our property along the westerly side of Wisconsin Avenue, Bethesda, Md., to Mrs. Marion Argyll:

As pointed out in mine March 7 recommending against the proposal of Mr. Roger W. Eisinger, Jr., for the same rights, I feel we should reserve our decision for the present, awaiting developments in this area. So far as I can determine, a lease to Mrs. Argyll would not mean anything in the way of traffic.

J. W. Phipps, Jr.

cc - Mr. E. H. Burgess

Mr. E. E. Phipps

Baltimore - April 5, 1956.
File 67909

Mr. W. C. Baker:

Yours March 30 regarding proposed lease of air rights over our property along the westerly side of Wisconsin Avenue, Bethesda, Md., to Mrs. Marion Argyll:

As pointed out in mine March 7 recommending against the proposal of Mr. Roger W. Ekinger, Jr., for the same rights, I feel we should reserve our decision for the present, awaiting developments in this area. So far as I can determine, a lease to Mrs. Argyll would not mean anything in the way of traffic.

J. W. Phipps, Jr.

cc - Mr. E. H. Burgess
Mr. E. E. Phipps

March 30, 1956. jfd how

Mr. J. W. Phipps, Jr.:

On February 6 General Real Estate Agent wrote concerning license and agreement No. 31646, covering a strip of land for roadway purposes at Bethesda, Md., requesting concurrence in the assignment of this lease from Roger W. Eisinger, Sr. and Marie Hall Eisinger to Messrs. Henry M. and Ralph R. Broadhurst.

While this proposal is satisfactory from an engineering and operating viewpoint, would appreciate having your concurrence before authorizing the General Real Estate Agent in this matter.

W. C. Baker.

R

March 30, 1956. jfd how

Mr. J. W. Phipps, Jr.:

With reference to your letter of March 7, file 67909, having to do with the purchase or lease of air rights over our property along the westerly side of Wisconsin Avenue, Bethesda, Md., for parking purposes.

You will note that General Real Estate Agent Phipps has now written under date of March 9 concerning application to term lease air rights over this same property for a depth of 200 ft. to Mrs. Marion Argyll for the purpose of constructing a four story commercial store building, at a cost of approximately $700,000.

Will you kindly advise if this proposal has the approval of the Traffic Department.

W. C. Baker.

R

Copy for:

Mr. W. R. Galloway - It is noted that with the 200 ft. depth desired, the switch to Griffith Consumers will be outside the limits of the "air right". Kindly let me have your views and recommendations.

Mr. E. E. Phipps - Your original request of December 19, 1955 for air rights along this property to Montgomery County will not be considered at this time.

Bethesda, R44

Bethesda, Md. - Application to term lease air rights over property along westerly side of Wisconsin Avenue - V.S. 24.1(2) - Mrs. Marion Argyll

Baltimore - March 13, 1956

Mr. W. C. Baker:

Referring to my copy of letter dated March 9 to you from General Real Estate Agent Phipps, above subject.

We advised you on January 12, in connection with a similar application from Mr. Roger W. Eisinger, Jr., Chairman, Parking Lot Committee, Bethesda Chamber of Commerce, Inc., on behalf of Montgomery County, that there was no objection from an engineering standpoint to the proposal provided all plans and specifications are approved by this department prior to start of construction.

We know of no reason to change our recommendation of January 12 at this time and, therefore, there is no objection from an engineering standpoint to Mrs. Marion Argyll term leasing air rights over property for a depth of 200' along the westerly side of Wisconsin Avenue, provided all plans and specifications are approved by this department prior to start of construction.

K. J. Wagoner

cc: Mr. W. R. Galloway
Mr. E. E. Phipps

B-3-9

Bethesda, Md. - Application to term lease air rights over property along westerly side of Wisconsin Avenue - V.S. 24.1(2) - Mrs. Marion Argyll

Baltimore - March 13, 1956

Mr. W. C. Baker:

Referring to my copy of letter dated March 9 to you from General Real Estate Agent Pribbe, above subject.

We advised you on January 12, in connection with a similar application from Mr. Roger W. Bisinger, Jr., Chairman, Parking Lot Committee, Bethesda Chamber of Commerce, Inc., on behalf of Montgomery County, that there was no objection from an engineering standpoint to the proposal provided all plans and specifications are approved by this department prior to start of construction.

We know of no reason to change our recommendation of January 12 at this time and, therefore, there is no objection from an engineering standpoint to Mrs. Marion Argyll term leasing air rights over property for a depth of 200' along the westerly side of Wisconsin Avenue, provided all plans and specifications are approved by this department prior to start of construction.

K. J. Wagoner

cc: Mr. W. R. Galloway
Mr. E. E. Pribbe

1956 MAR 16 AM 10:07

VICE PRES.-OPRN.-MAINT.
B & O

B-3-7

Bethesda, Md. R.44

Baltimore, Md., March 9, 1956

Bethesda, Md. - Application to term lease air rights over property along westerly side of Wisconsin Avenue - V.S. 24.1(2) - Mrs. Marion Argyll.

Mr. W. C. Baker:

Referring to my communication of December 19, 1955, and subsequent correspondence pertaining to application received from Montgomery County to purchase or term lease air rights over above property for a depth of 280 feet west of Wisconsin Avenue.

Mrs. Marion Argyll of 4514 Brandywine Street, N.W., Washington 16, D. C., called at the office recently and made application to obtain lease running for a term of fifty years for our frontage along westerly side of Wisconsin Avenue, for a depth of 200 feet, being major portion of that in which Montgomery County is interested. Mrs. Argyll contemplates erecting a four-story commercial store building over the right of way, at a cost of approximately $700,000.00.

Copy of this letter is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner and General Manager W. R. Galloway with request they furnish you direct their views and recommendations.

When you are in position to do so, will you kindly have me instructed in the matter.

E. E. PHIPPS

GBW/ajb

Copy to:

Mr. J. W. Phipps, Jr. 4-5 No Reserve decision

Mr. K. J. Wagoner 3/13 OK

Mr. W. R. Galloway 5-28 x switching etc. No

B-29

Baltimore, Md., March 9, 1956

Bethesda, Md. - Application to term lease air rights over property along westerly side of Wisconsin Avenue - V.S. 2h.1(2) - Mrs. Marion Argyll.

Mr. W. C. Baker:

Referring to my communication of December 19, 1955, and subsequent correspondence pertaining to application received from Montgomery County to purchase or term lease air rights over above property for a depth of 280 feet west of Wisconsin Avenue.

Mrs. Marion Argyll of 4511 Brandywine Street, N.W., Washington 16, D. C., called at the office recently and made application to obtain lease running for a term of fifty years for our frontage along westerly side of Wisconsin Avenue, for a depth of 200 feet, being major portion of that in which Montgomery County is interested. Mrs. Argyll contemplates erecting a four-story commercial store building over the right of way, at a cost of approximately $700,000.00.

Copy of this letter is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner and General Manager W. R. Galloway with request they furnish you direct their views and recommendations.

When you are in position to do so, will you kindly have me instructed in the matter.

E. H. PHIPPS

GBW/a;b

Copy to:
Mr. J. W. Phipps, Jr. 4-6 The Reserve decision
Mr. K. J. Wagoner 3-13 ok
Mr. W. R. Galloway - 3-13 x switching etc. Mr.

1956 MAR 12 PM 12:05

B-3-1

840

Baltimore - March 7, 1956.
File 67909

Bethesda, Md.
R-4

Mr. W. C. Baker:

Yours January 24 and February 7 regarding desire of Mr. Roger W. Eisinger, Jr., to purchase or lease, on behalf of Montgomery County, air rights over our property along the westerly side of Wisconsin Avenue, Bethesda, Md., for parking purposes:

In view of the General Manager's objections, and the fact Mr. Eisinger's proposal will mean nothing to us in the way of traffic, I have no objection to declining this particular application.

So far as concerns the general question of whether we should sell or lease our air rights at this location, I feel we should reserve our decision for the present. It is possible the future may bring a similar request from some other firm or individual with traffic possibilities in other directions, for instance one of the larger contractors in Washington looking for investment opportunities. Should this occur we may want to consider such a proposal in the interest of cementing our relationship with the particular applicant involved.

In any event, while we have no objection to declining Mr. Eisinger's application, I still would appreciate opportunity to check into any future proposals that might be received.

J. W. Phipps, Jr.

cc - Mr. E. H. Burgess
Mr. E. E. Phipps

A-12-19

Baltimore - March 7, 1956.
File 67909

Mr. W. C. Baker:

Yours January 24 and February 7 regarding desire of Mr. Roger W. Blainger, Jr., to purchase or lease, on behalf of Montgomery County, air rights over our property along the westerly side of Wisconsin Avenue, Bethesda, Md., for parking purposes:

In view of the General Manager's objections, and the fact Mr. Blainger's proposal will mean nothing to us in the way of traffic, I have no objection to declining this particular application.

So far as concerns the general question of whether we should sell or lease our air rights at this location, I feel we should reserve our decision for the present. It is possible for the future may bring a similar request from some other firm or individual with traffic possibilities in other directions, for instance one of the larger contractors in Washington looking for investment opportunities. Should this occur we may want to consider such a proposal in the interest of cementing our relationship with the particular applicant involved.

In any event, while we have no objection to declining Mr. Blainger's application, I still would appreciate opportunity to check into any future proposals that might be received.

J. W. Phippen, Jr.

cc - Mr. E. H. Burgess
Mr. E. E. Phippe

A-1-11

March 7, 1956

Bethesda road

Mr. W. C. Baker:

Referring to footnote on letter of February 6th forwarded you by GREA Phipps regarding assignment of license and agreement #31646, covering strip of land for roadway purposes, Parcel 18 and portion of Parcel 14 - V. S. 24.1(2), Roger W. Eisinger, Sr. and Marie Hall Eisinger to Messrs. Henry M. and Ralph R. Broadhurst, Bethesda, Md.

See no objections to proposed assignment of above mentioned license.

W. R. Galloway.

cc: Mr. E. E. Phipps

KJW - OK on 2/9

February 28, 1956. jfd how

Mr. J. W. Phipps, Jr.:

With reference to General Real Estate Agent Phipps' letter of December 19, 1955 and mine of February 7, 1956, having to do with application of Mr. Roger W. Eisinger, Jr., Chairman, Parking Lot Committee, Bethesda Chamber of Commerce, Inc., on behalf of Montgomery County, to purchase or term lease air rights over property along westerly side of Wisconsin Avenue, Bethesda, Md.

General Manager Galloway recommends against leasing these air rights for the purpose indicated.

Mr. Eisinger has been in touch with our Real Estate Department and stated the County authorities are anxious to know our decision. Will appreciate the benefit of your views and recommendations.

W. C. Baker.

R

Copy for:
3/13/56 Mr. E. E. Phipps -

Bethesda, Md.
Rich

Baltimore, Md., February 27, 1956

Bethesda, Md. - Application to purchase or term lease air rights over property along westerly side of Wisconsin Avenue - V. S. 24.1 (2) - Montgomery County.

Mr. W. C. Baker:

Referring to my communication of December 19, 1955, with respect to above subject.

Mr. Roger W. Eisinger, Jr., Chairman, Parking Lot Committee, Bethesda Chamber of Commerce, Inc., has been in touch with us and stated the County authorities are anxious to know our decision. If you are now in position to do so, will you kindly have me instructed in the matter.

E. E. PHIPPS

GBW/ajb

Baltimore, Md., February 27, 1956

Bethesda, Md. - Application to purchase or term lease air rights over property along westerly side of Wisconsin Avenue - V. S. 24.1 (2) - Montgomery County.

Mr. W. C. Baker:

Referring to my communication of December 19, 1955, with respect to above subject.

Mr. Roger W. Heinger, Jr., Chairman, Parking Lot Committee, Bethesda Chamber of Commerce, Inc., has been in touch with us and stated the County authorities are anxious to know our decision. If you are now in position to do so, will you kindly have me instructed in the matter.

E. E. PHIPPS

GBM\ajb

February 16, 1956. jfd how

Bethesda road
R.H.

Mr. J. W. Phipps, Jr.:

Your letter of February 14, regarding application of Mr. Roger W. Eisinger, Sr., and others, to term lease additional land at Bethesda, Md., for parking purposes.

Unless there is very particular advantage to accrue to the Railroad in this matter, for the operating reason previously explained, it is not considered advisable to grant this lease.

W. C. Baker.

Baltimore - February 14, 1956.
File 67909

Bethesda
RWE

Mr. W. C. Baker:

Yours February 13 regarding application of Mr. Roger W. Eisinger, Sr., and others, to term lease additional land at Bethesda, Md., for parking purposes:

Am I to understand from your letter this lease will not be made?

J. W. Phipps, Jr.

VICE PRES.-OPRN.-MAINT.
B & O

1956 FEB 16 AM 10:07

February 13, 1956.

Mr. J. W. Phipps, Jr.:

With reference to your letter of February 9, concerning application of Mr. Roger W. Eisinger, Sr., and others, to term lease additional land at Bethesda, Md., for parking purposes:

The General Manager advises that the lease of this additional space for parking would be very objectionable, as we are now having trouble adequately policing this area.

W. C. Baker.

R

JWPJr

Baltimore - February 9, 1956.
File 67909

Mr. W. C. Baker:

Your footnote to me on letter to General Manager Galloway, January 17, regarding application of Mr. Roger W. Eisinger, Sr., and others, to term lease additional land at Bethesda, Md., for parking purposes:

The attached from Manager Industrial Development Arnold, February 3, outlines the situation existing at this particular location. You have a print sent you by the General Real Estate Agent.

While there are no traffic considerations involved in the Eisinger application, except for the Rockville business which I feel we would continue to handle in any event, I agree with Mr. Arnold's conclusions. Bulk of the land and air rights involved already are under a term lease to Eisinger and the additional strip they now want is relatively so small that I do not see how we could make use of it except to lease it to some one else for the same purpose.

From a Traffic standpoint, I have no objection to concluding lease with Eisinger for the additional strip they now want to run concurrently with the existing agreement already in effect covering the major portion of the premises involved. However, I recognize that from a Real Estate standpoint the Waverly Street extension may result in the creation of valuable air rights in this area. If the General Real Estate Agent feels the additional lease to Eisinger now proposed will handicap the use of our remaining property, and thus deprive us of any rental benefits accruing by reason of the street extension, I am willing to defer to his judgment.

Shall appreciate knowing what is done.

J. W. Phipps, Jr.

cc - Mr. E. H. Burgess
Mr. E. E. Phipps

Baltimore - February 9, 1956.
File 67909

Mr. W. C. Baker:

Your footnote to me on letter to General Manager Galloway, January 17, regarding application of Mr. Roger W. Ristinger, Sr., and others, to term lease additional land at Bethesda, Md., for parking purposes:

The attached from Manager Industrial Development Arnold, February 3, outlines the situation existing at this particular location. You have a print sent you by the General Real Estate Agent.

While there are no traffic considerations involved in the Ristinger application, except for the Rockville business which I feel we would continue to handle in any event, I agree with Mr. Arnold's conclusions. Bulk of the land and air rights involved already are under a term lease to Ristinger and the additional strip they now want is relatively so small that I do not see how we could make use of it except to lease it to some one else for the same purpose.

From a Traffic standpoint, I have no objection to concluding lease with Ristinger for the additional strip they now want to run concurrently with the existing agreement already in effect covering the major portion of the premises involved. However, I recognize that from a Real Estate standpoint the Waverly Street extension may result in the creation of valuable air rights in this area. If the General Real Estate Agent feels the additional lease to Ristinger now proposed will handicap the use of our remaining property, and thus deprive us of any rental benefits accruing by reason of the street extension, I am willing to defer to his judgment.

Shall appreciate knowing what is done.

1956 FEB 13 PM 12:01

W. Phipps, Jr.

cc - Mr. E. H. Burgess
Mr. E. K. Phipps

VICE PRES.-OPRN.-MAINT.
B & O

Bethesda, Md.
Pt 14

Baltimore - February 8, 1956

Bethesda, Md. - License and agreement No. 31646 covering strip of land for roadway purposes - Parcel 18 and portion of Parcel 14 - V.S. 24.1(2) - Roger W. Eisinger, Sr. and Marie Hall Eisinger

Mr. W. C. Baker:

Referring to footnote on letter dated February 6 to you from General Real Estate Agent Phipps regarding assignment of above license to Messrs. Henry M. and Ralph R. Broadhurst.

There is no objection from an engineering standpoint.

K. J. Wagoner

cc - Mr. W. R. Galloway
Mr. E. E. Phipps

Baltimore - February 8, 1956

Bethesda, Md. - License and agreement No. 31646 covering strip
of land for roadway purposes - Parcel 18 and
portion of Parcel 14 - V.S. 24.1(2) - Roger
W. Eisinger, Sr. and Marie Hall Eisinger

Mr. W. C. Baker:

Referring to footnote on letter dated
February 6 to you from General Real Estate Agent Philpps
regarding assignment of above License to Messrs. Henry
M. and Ralph R. Broadhurst.

There is no objection from an engineering
standpoint.

K. J. Hagoner

cc - Mr. W. R. Galloway
Mr. E. E. Philpps

February 7, 1956. jfd how

Mr. J. W. Phipps, Jr.:

On January 24 I wrote to you concerning letter received from General Real Estate Agent Phipps, dated December 19, having to do with application of Mr. Roger W. Eisinger, Jr., Chairman, Parking Lot Committee, Bethesda Chamber of Commerce, Inc., on behalf of Montgomery County, to purchase or term lease air rights over property along westerly side of Wisconsin Avenue, Bethesda, Md.

For your information, General Manager Galloway does not recommend this proposed lease, on the basis that such an arrangement would interfere with train crews in switching the various sidings at this location. Also, if leased, the structure constructed for parking purposes would interfere with the possible construction of a siding that could be built to serve the property just north of Elm Street.

Elm Street is located along the north side of our property on a descending grade from Wisconsin Ave. There is likewise a driveway along the south side of our property where similar conditions exist. Consequently, the only property that could be used for parking would be within our property, with entrance from Wisconsin Ave., which, in our opinion, would only add to the congestion in this area.

With this in mind, kindly advise if the proposed use outlined in Mr. Phipps' letter of December 19 has your approval.

W. C. Baker.

2/28/56

XX - Bethesda md Rd 3

February 7, 1956. jfd how

Mr. E. E. Phipps:

With reference to your letter of December 15, having to do with application of Roger W. Eisinger, Sr., Marie Hall Eisinger, Roger W. Eisinger, Jr. and Lois A. Eisinger for term lease of additional land for parking purposes at Bethesda, Md.

You will note from Chief Engineer's reply of January 11 and General Manager's letter of February 2 that this proposal is not approved from either an operating or engineering viewpoint.

The application for permission to lease this piece of property, approximately 18' x 450', extending from Waverly Street to Pearl Street, is not approved.

W. C. Baker.

Bethesda, Md.
R44

Baltimore, Md., February 6, 1956

Bethesda, Md. - License and agreement No. 31646 covering strip of land for roadway purposes - Parcel 18 and portion of Parcel 14 - V. S. 24.1(2) - Roger W. Eisinger, Sr. and Marie Hall Eisinger.

Mr. W. C. Baker:

Referring to my communication of February 4, 1955, and subsequent correspondence, your last letter to me bearing date April 25, 1955, relative to above document which runs for a period of twenty years from April 1, 1955.

The Eisingers have now informed me that they have disposed of their interest in premises known as 7240 Wisconsin Avenue, served by the roadway located on our property, to Messrs. Henry M. and Ralph R. Broadhurst and have requested that we consent to assignment of the aforesaid license agreement to the Broadhursts. The latter also own the adjoining property along Wisconsin Avenue to the north of the former Eisinger holdings.

Copy of this communication is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner and General Manager W. R. Galloway with request they furnish you direct their views and recommendations.

When you are in position to do so, will you please have me instructed in the matter.

E. E. PHIPPS

GBW/ajb
Copy to:
Mr. J. W. Phipps, Jr.
Mr. K. J. Wagoner OK 2/8
Mr. W. R. Galloway OK 3/9 Assignment.

Baltimore, Md., February 6, 1956

Bethesda, Md. - License and agreement No. 31646 covering a trip of land for roadway purposes - Parcel 18 and portion of Parcel 14 - V. S. 214.1(2) - Roger W. Eisinger, Sr. and Marie Hall Eisinger.

Mr. W. C. Baker:

Referring to my communication of February 4, 1955, and subsequent correspondence, your last letter to me bearing date April 25, 1955, relative to above document which runs for a period of twenty years from April 1, 1956.

The Eisingers have now informed me that they have disposed of their interest in premises known as 7210 Wisconsin Avenue, served by the roadway located on our property, to Messrs. Henry M. and Ralph R. Broadhurst and have requested that we consent to assignment of the aforesaid license agreement to the Broadhursts. The latter also own the adjoining property along Wisconsin Avenue to the north of the former Eisinger holdings.

Copy of this communication is being sent to Vice President I. W. Phipps, Jr., Chief Engineer K. I. Wagoner and General Manager W. R. Galloway with request they furnish you direct their views and recommendations.

When you are in position to do so, will you please have me instructed in the matter.

1956 FEB 7 AM 10:04

E. H. PHIPPS

GBM\ajb

Copy to:
Mr. I. W. Phipps, Jr. VICE PRES.-OPRN.-MAINT.
Mr. K. I. Wagoner
Mr. W. R. Galloway

840

Assignment

JWP Jr.

Bethesda, Md
R44.

February 3, 1956.

Mr. W. C. Baker:

Referring to footnote on my copy of General Real Estate Agent Phipps' letter of December 19, 1955, concerning application to purchase or term lease air rights over property along westerly side of Wisconsin Avenue, V.S. 24.1(2), Montgomery County, Bethesda, Md.

Do not recommend leasing land and air rights fronting along the westerly side of Wisconsin Avenue for purpose of constructing a parking area over our tracks and property. We believe that such an arrangement would interfere with train crews in switching the various sidings at this location. Also, if leased, the structure constructed for parking purposes would interfere with the construction of a siding that could be built to serve the property just north of Elm Street.

Elm Street is located along the north side of our property on a descending grade from Wisconsin Avenue. There is likewise a driveway along the south side of our property where similar conditions exist. Consequently, the only property that could be used for parking would be within our property, with entrance from Wisconsin Ave., which, in our opinion, would only add to the congestion in this area.

W. R. Galloway

Copy to
Mr. K. J. Wagoner
Mr. E. E. Phipps

Dec 19th.
KJW OK
JWP Jr - Penched 2/7/56

A 12-19

February 3, 1956.

Mr. W. C. Baker:

Referring to footnote on my copy of General Real Estate Agent Philpps' letter of December 19, 1955, concerning application to purchase or term lease air rights over property along westerly side of Wisconsin Avenue, V.S. 24.1(2), Montgomery County, Bethesda, Md.

Do not recommend leasing land and air rights fronting along the westerly side of Wisconsin Avenue for purpose of constructing a parking area over our tracks and property. We believe that such an arrangement would interfere with train crews in switching the various sidings at this location. Also, if leased, the structure constructed for parking purposes would interfere with the construction of a siding that could be built to serve the property just north of Elm Street.

Elm Street is located along the north side of our property on a descending grade from Wisconsin Avenue. There is likewise a driveway along the south side of our property where similar conditions exist. Consequently, the only property that could be used for parking would be within our property, with entrance from Wisconsin Ave., which, in our opinion, would only add to the congestion in this area.

W. R. Galloway

Copy to
Mr. K. J. Wagoner
Mr. E. E. Philpps

1956 FEB 6 PM 12:07

VICE PRES.-OPRN.-MAINT.
B & O

67909

Baltimore, Md., February 3, 1956
3-3853
4-8787
4-10568-S

MR. J. W. PHIPPS, JR.: (67909)

Return herewith papers received with yours December 19 concerning request of Mr. Roger W. Eisinger, Sr., Mr. Roger W. Eisinger, Jr., et al, to lease for term of years additional Railroad property at Bethesda, Md.

By license dated March 1, 1954, running for a period of 25 years, with option to renew for an additional 15 years, Railroad leases land to the Eisingers (as outlined in yellow on the print) and air rights from Wisconsin Ave. to Waverly St. at Bethesda.

Mr. Roger W. Eisinger, Jr., acting on behalf of the Eisingers as landlord, is endeavoring to develop property and air rights he now leases from the Railroad. As an example, he expects to locate a McCrory store in this area.

Street developments as planned would extend Waverly St. over our tracks. This has prevented the Eisingers from securing proper zoning for utilizing air rights to include the width of Waverly St. where it now abuts the Railroad. This reduces intended parking space for his proposed tenants. To compensate for this, the Eisingers want to lease, license to run concurrently with present instrument, the strip of land outlined in green on the print, from Pearl to Waverly Sts.

The Waverly St. extension over our tracks is considered an important project, as it will relieve traffic conditions on Wisconsin Ave. The Planning Commission Engineers, in discussing the matter with our people at Washington, have already commented on the probability that the Waverly St. overpass would develop valuable air rights.

The Eisingers at Bethesda are of no traffic value to the Railroad. However, they do operate at Rockville under name of Eisinger Builders Supply Co., and their traffic is shown below:

	Cars	Tons	Est. B&O Rev.
1954	25	843	$ 3,200
1955 (11 Mos.)	76	2403	9,728

The Eisingers have as a tenant on Pearl St. Johns Hopkins University, operating a sizeable research plant. That, however, means nothing to us from a traffic standpoint.

From an Industrial Development standpoint, I see no objection to the proposal, particularly in view of the existing lease to these people, and the relatively small area here involved. However, FTM Witte writes:

> "I think we should wait and see if other firms do not become interested in leasing air rights as well as our adjoining properties. I feel we should at a later date be able to consummate a more profitable proposition."

GAYLE W. ARNOLD

The Eisingers have as a tenant on Pearl St. Johns Hopkins University, operating a disable research plant. That, however, means nothing to us from a traffic standpoint.

From an Industrial Development standpoint, I see no objection to the proposal, particularly in view of the existing lease to these people, and the relatively small area here involved. However, FTM Witte writes:

"I think we should wait and see if other firms do not become interested in leasing air rights as well as our adjoining properties. I feel we should at a later date be able to consummate a more profitable proposition."

GAYLE W. ARNOLD

EEP

NO.

Bethesda, Md.
Rd.

February 2, 1956.

Mr. W. C. Baker:

Referring to footnote on General Real Estate Agent Phipps' letter of December 15, 1955, concerning application of Roger W. Eisinger, Sr., et al, to term lease additional land at Bethesda for parking purposes.

Do not agree to leasing this strip of land 18 ft. wide as shown in solid green on print attached to Mr. Phipps' letter for the purpose of parking automobiles.

We are now having considerable difficulty and delays around Bethesda due to automobiles parking too close to our tracks. It would require daily policing to keep this parking area in reasonably fit condition and safe for us to operate trains.

Am attaching two copies of print showing contours in this territory, as requested in your letter of January 17th.

W. R. Galloway

Copy to
Mr. K. J. Wagoner — 1-11-56 NO.
Mr. E. E. Phipps

February 2, 1956.

Mr. W. C. Baker:

Referring to footnote on General Real Estate Agent Philpps' letter of December 15, 1955, concerning application of Roger W. Eisinger, Sr., et al, to term lease additional land at Bethesda for parking purposes.

Do not agree to leasing this strip of land 18 ft. wide as shown in solid green on print attached to Mr. Philpps' letter for the purpose of parking automobiles.

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W. R. Galloway

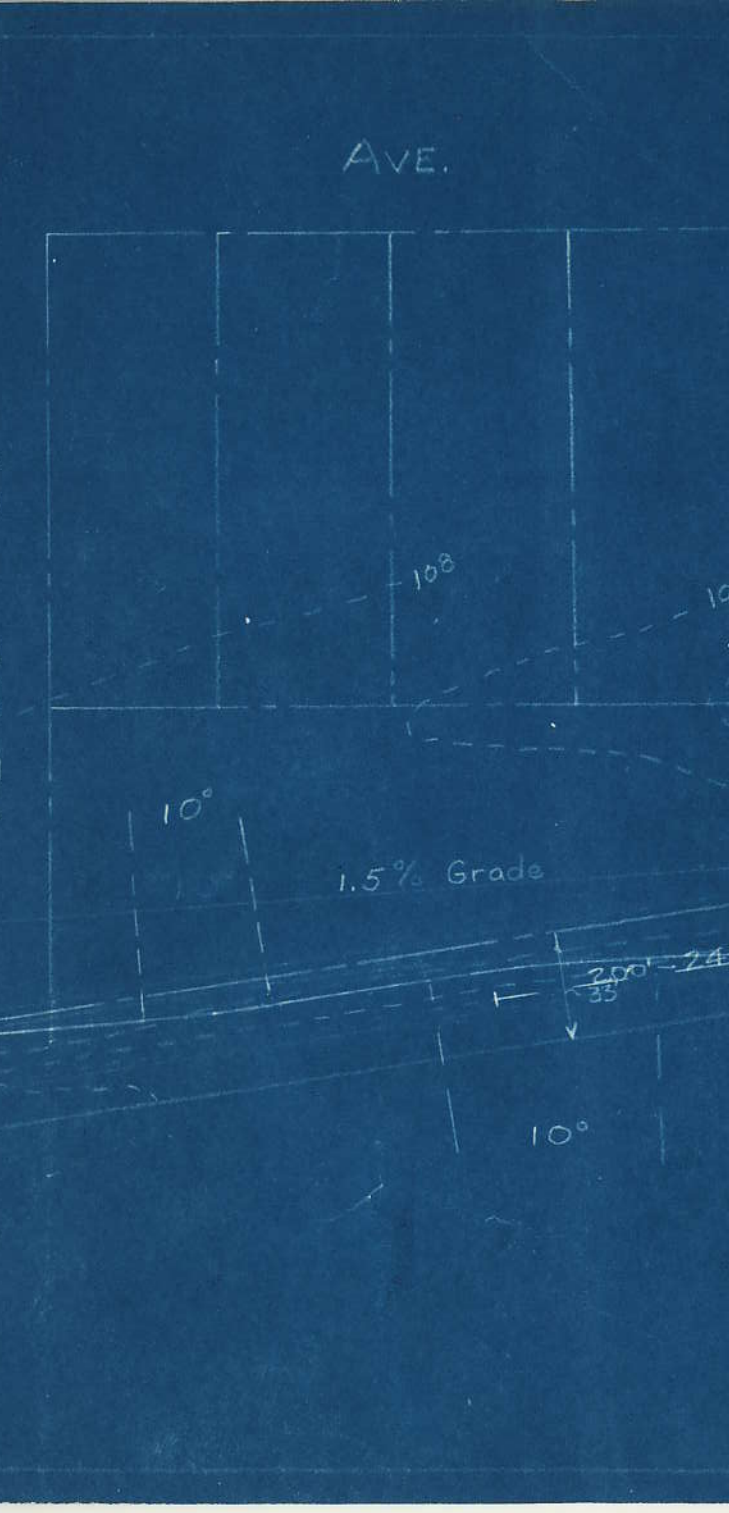
Copy to
Mr. K. J. Wagoner
Mr. E. E. Philpps

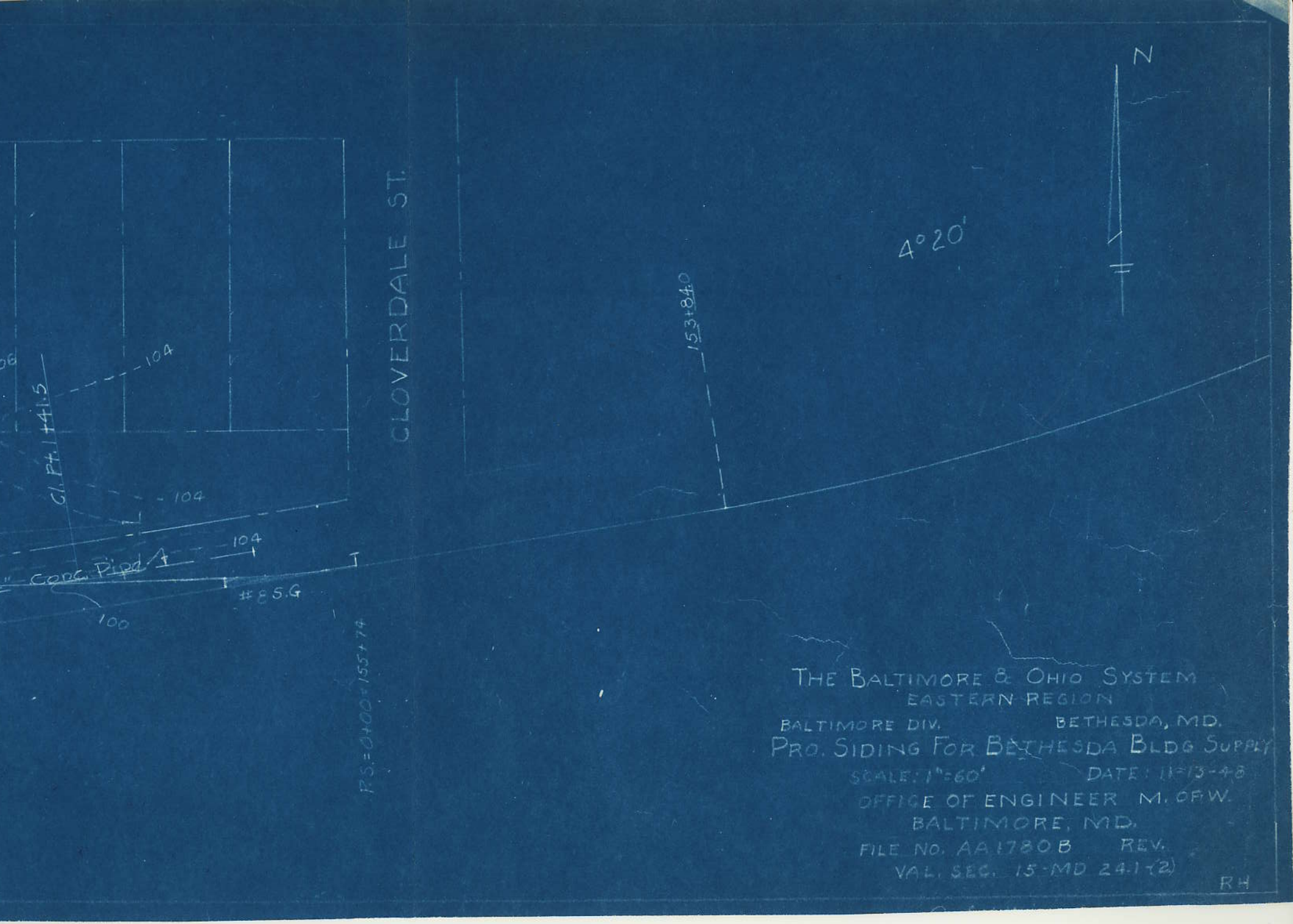
1-11-56 NB

1955 FEB 6 PM 12:07

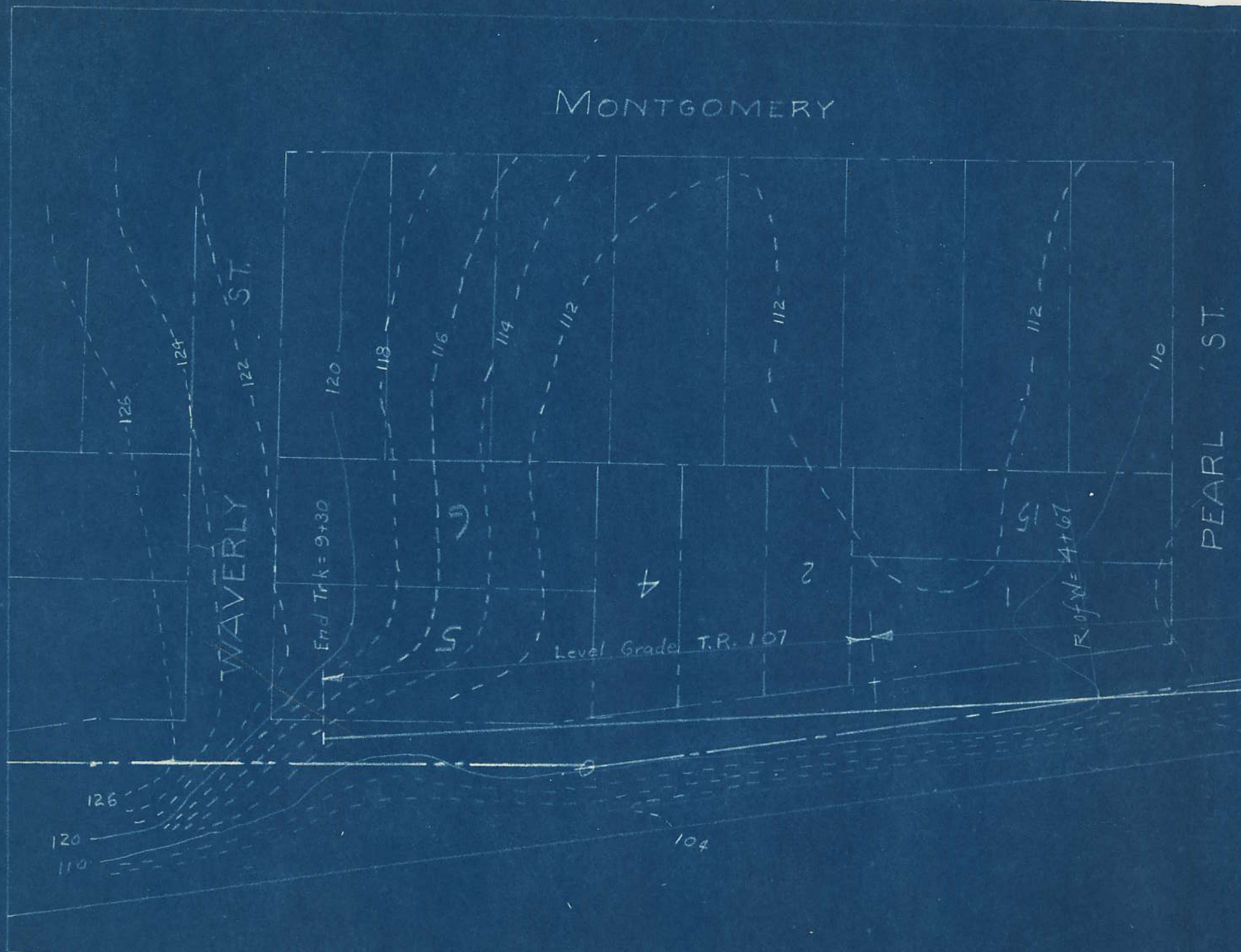
VICE PRES.-OPRN.-MAINT.
B & O

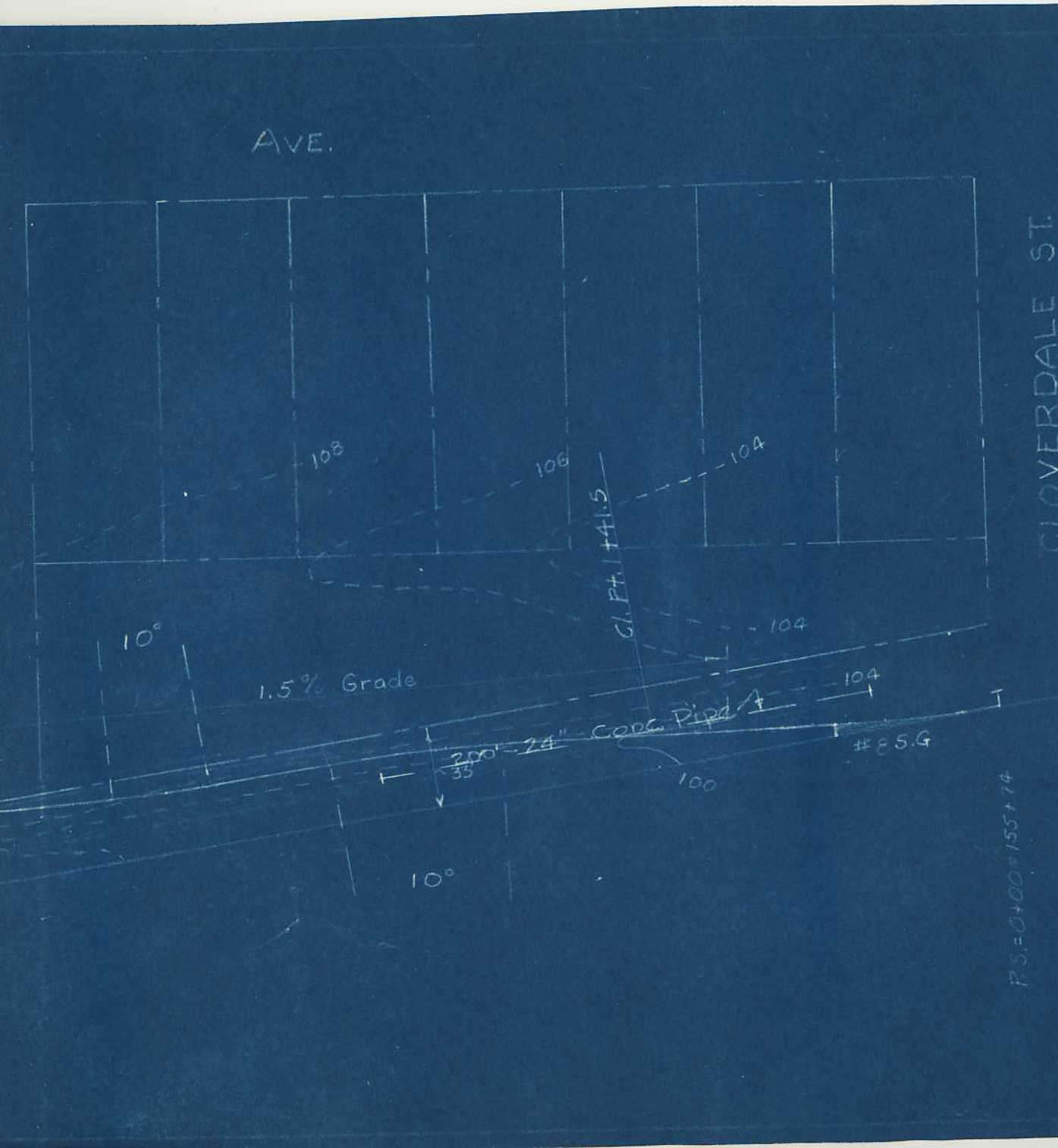
MONTGOMERY
WAVERLY ST.
PEARL ST.
End Trk = 9+30
Level Grade T.R. 107
R of W = 4+67
126
124
122
120
118
116
114
112
112
112
110
126
120
110
104
5
4
3
2
1

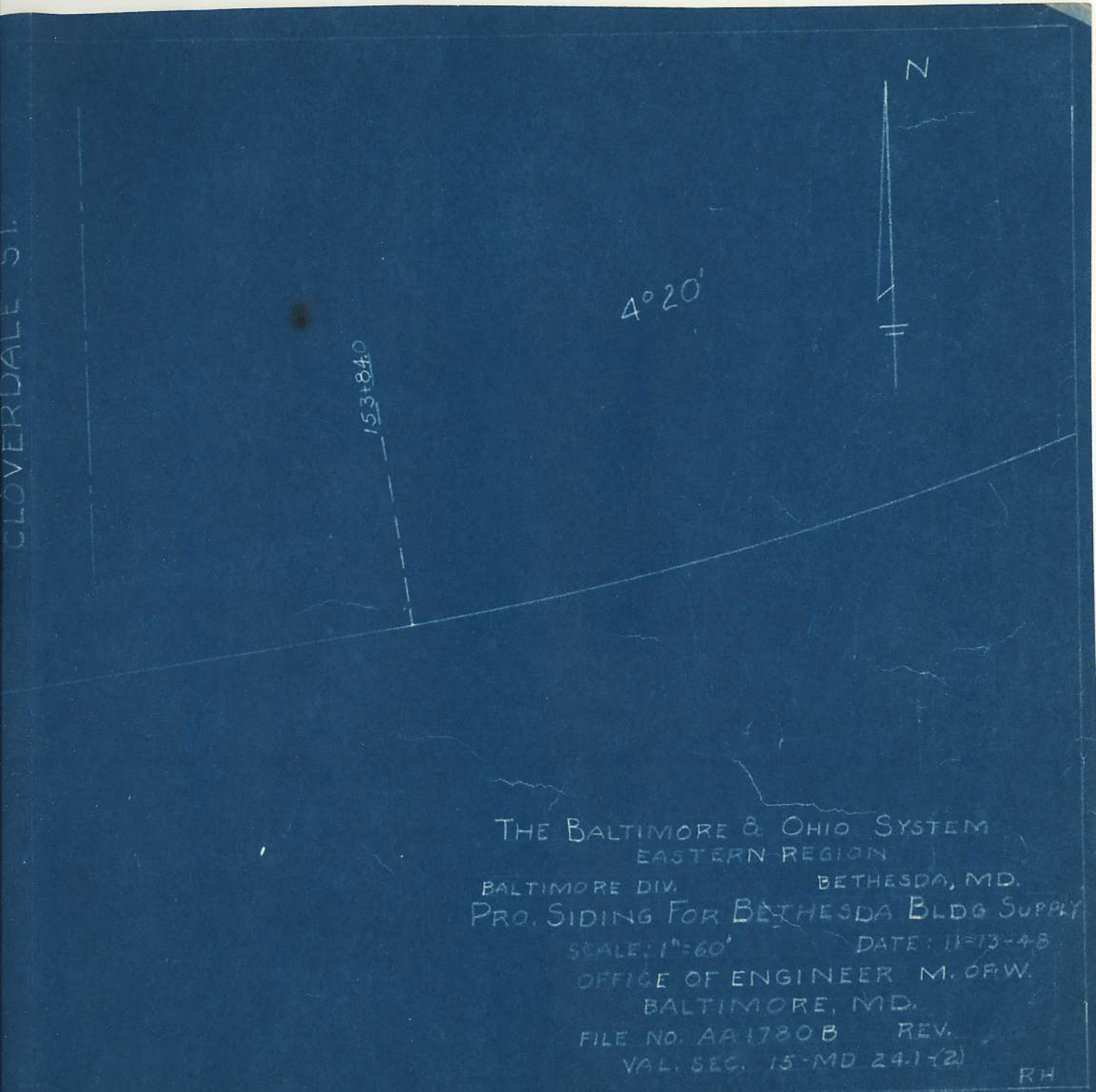

AVE.
10°
10°
1.5% Grade
10°


N
4°20'
CLOVERDALE ST.
153+84.0
104
104
104
100
Gl. Pt. 141.5
Conc. Pipe
#8 S.G
P.S.=0+00=155+74
THE BALTIMORE & OHIO SYSTEM
EASTERN REGION
BALTIMORE DIV.
BETHESDA, MD.
PRO. SIDING FOR BETHESDA BLDG SUPPLY
SCALE: 1"=60'
DATE: 11-13-48
OFFICE OF ENGINEER M. OF W.
BALTIMORE, MD.
FILE NO. AA 1780 B
REV.
VAL. SEC. 15-MD 24.1-(2)
RH

Geo. Hain
c/o W R Galloway


MONTGOMERY
WAVERLY ST.
PEARL ST.
End Trk = 9+30
Level Grade T.R. 107
R. of W = 4+67
126
124
122
120
118
116
114
112
112
112
110
126
120
110
104
1
2
4
5
6
15


AVE.
108
106
104
C.L. Pt. 141.5
104
10°
1.5% Grade
104
200' 24" Conc. Pipe
#8 S.G
33
100
10°
CLOVERDALE ST.
P.S. = 0+00 = 155+74


N
4°20'
153+84.0
CLOVERDALE ST.
THE BALTIMORE & OHIO SYSTEM
EASTERN REGION
BALTIMORE DIV.
BETHESDA, MD.
PRO. SIDING FOR BETHESDA BLDG SUPPLY
SCALE: 1"=60'
DATE: 11-13-48
OFFICE OF ENGINEER M. OF W.
BALTIMORE, MD.
FILE NO. AA 1780 B
REV.
VAL. SEC. 15-MD 24.1-(2)
RH

January 24, 1956. jfd how

Mr. J. W. Phipps, Jr.:

General Real Estate Agent Phipps sent you copy of his letter to me dated December 19, 1955, concerning application of Mr. Roger W. Eisinger, Jr., Chairman, Parking Lot Committee, Bethesda Chamber of Commerce, Inc., on behalf of Montgomery County, to purchase or term lease air rights over property along westerly side of Wisconsin Avenue, Bethesda (Montgomery County), Md.

Will appreciate the benefit of your views and recommendation in this matter.

W. C. Baker.

Copy for:
Mr. W. R. Galloway.

2/7/56

January 17, 1956. jfd how

Mr. W. R. Galloway:

With reference to General Real Estate Agent Phipps' letter of December 15, 1955, to me, with copy to you, relative to application of Roger W. Eisinger, Sr., et al, to term lease additional land at Bethesda, Md. for parking purposes.

Please let me have your views and recommendation in this matter, also advising the difference in grade between this property and our tracks.

W. C. Baker.
R

Copy for:
Mr. J. W. Phipps, Jr. - From a traffic viewpoint, do you approve of the proposed lease?

Bethesda, Md.
R44

Baltimore - January 12, 1956

Bethesda, Md. - Application to purchase or term lease air rights over property along westerly side of Wisconsin Avenue - V.S. 24.1(2) - Montgomery County

7.

Mr. W. C. Baker:

Referring to my copy of letter dated December 19 to you from General Real Estate Agent Phipps and print relative to request of Mr. Roger W. Eisinger, Jr., Chairman, Parking Lot Committee, Bethesda Chamber of Commerce, Inc., on behalf of Montgomery County, to either purchase or lease for a term of one year, with option to renew from year to year for a period of forty-nine years, air rights over our property along the westerly side of Wisconsin Avenue for purpose of constructing parking facilities.

There is no objection from an engineering standpoint to the proposal provided all plans and specifications are approved by this department prior to start of construction.

K. J. Wagoner

cc - Mr. W. R. Galloway
Mr. E. E. Phipps

A 12-19

Baltimore - January 12, 1956

Bethesda, Md. - Application to purchase or term lease air rights over property along westerly side of Wisconsin Avenue - V.S. 24.1(2) - Montgomery County

Mr. W. C. Baker:

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There is no objection from an engineering standpoint to the proposal provided all plans and specifications are approved by this department prior to start of construction.

K. J. Wagner

cc - Mr. W. R. Galloway
Mr. E. E. Philpps

A 12-17

WRG.
cy JWP Jr

Bethesda
R44

Baltimore - January 11, 1956

Bethesda, Md. - Application to term lease additional land for parking purposes - V.S. 24.1(2) - Roger W. Eisinger, Sr., Marie Hall Eisinger, Roger W. Eisinger, Jr. and Lois A. Eisinger

Mr. W. C. Baker:

Referring to my copy of letter dated December 15 to you from General Real Estate Agent Phipps and print relative to request of Mr. Roger W. Eisinger, Jr. that the railroad lease for a term of fifty-one years, a strip of our property between Waverly and Pearl Streets, Bethesda, Maryland, shown in green on the print, for use in conjunction with land and air rights desired by the Eisingers fronting on the easterly side of Wisconsin Avenue.

From an engineering standpoint we do not recommend leasing this area for parking purposes.

The railroad is in a cut at this point and the property is needed to maintain railroad slopes.

K. J. Wagoner

cc - Mr. W. R. Galloway
Mr. E. E. Phipps

Baltimore - January 11, 1956

Bethesda, Md. - Application to term lease additional land for parking purposes - V.S. 24.1(2) - Roger W. Eisinger, Sr., Marie Hall Eisinger, Roger W. Eisinger, Jr. and Lois A. Eisinger

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K. J. Wagoner

cc - Mr. W. R. Galloway
Mr. E. E. Philpps

Baltimore, Md., December 19, 1955 Bethesda Rlt.

Bethesda, Md. - Application to purchase or term lease air rights over property along westerly side of Wisconsin Avenue - V. S. 24.1(2) - Montgomery County.

Mr. W. C. Baker:

7

You will recall previous correspondence relative to leasing land and air rights fronting along the easterly side of Wisconsin Avenue, Bethesda, Maryland, to Roger W. Eisinger, Sr., et al.

We have now been approached by Mr. Roger W. Eisinger, Jr., Chairman, Parking Lot Committee, Bethesda Chamber of Commerce, Inc., on behalf of Montgomery County, to either purchase or lease for a term of one year, with option to renew from year to year for a period of forty-nine years, or a total of fifty years, the air rights over our property along the westerly side of Wisconsin Avenue, for a depth of 280 feet as outlined in green on attached print. It is contemplated placing a one level automobile parking area over our premises which may ultimately be increased to three levels. The plan under consideration, at present time, by County is to furnish free parking to the public.

The County understands that it will be necessary to maintain lateral clearance of 18 feet from center line of track and vertical clearance of not less than that existing under Wisconsin Avenue, which would be 22 feet, and that all plans and specifications would be subject to approval of Railroad Company.

Copy of this communication is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner and General Manager W. R. Galloway, with request they furnish you direct their views and recommendation.

When you are in position to do so, shall appreciate if you will have me instructed in the matter.

GBW/a jb WRG. 2/3 No E. E. PHIPPS

Now have a tickler for 1-10-56 on this file

A 12-19

Baltimore, Md., December 19, 1955

Bethesda, Md. - Application to purchase or term lease air rights over property along westerly side of Wisconsin Avenue - V. S. 24.1(2) - Montgomery County.

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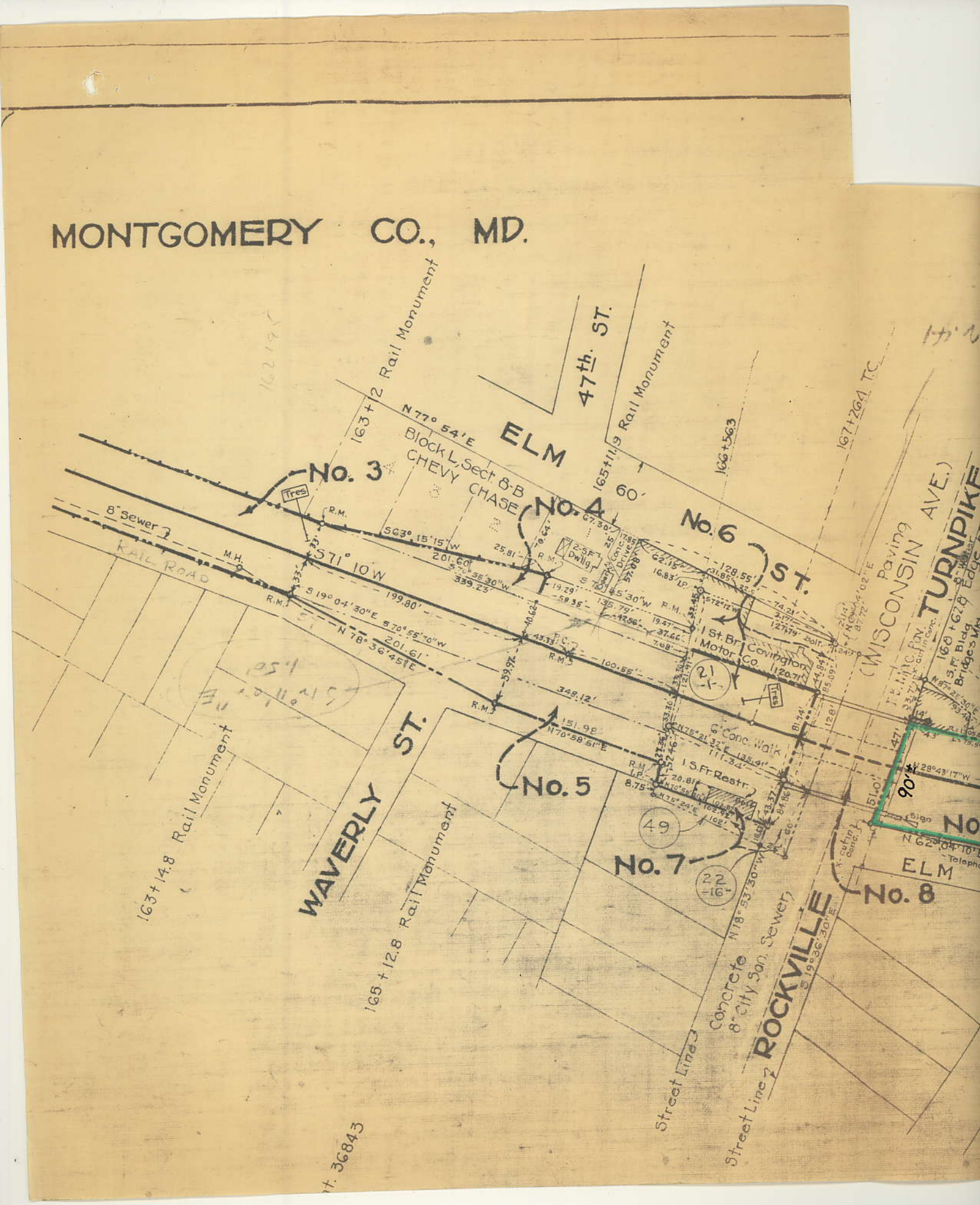
When you are in position to do so, shall appreciate if you will have me instructed in the matter.

GBW:jb

E. E. Phipps
VICE PRES.-OPRN.-MAINT.

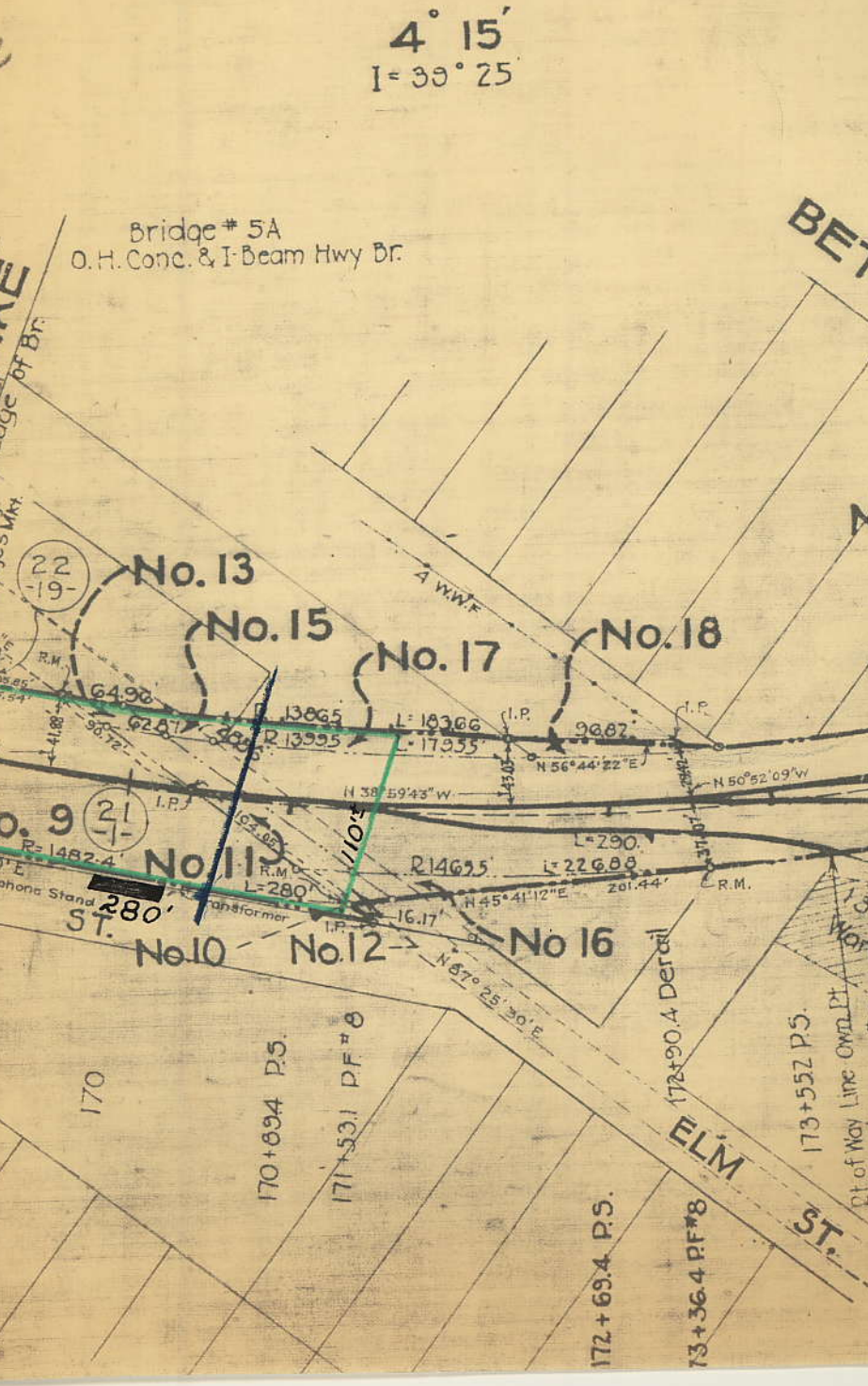
Now have a title for 1-10-56 on this file

MONTGOMERY CO., MD.



BETHESDA, MD.

SCALE 1 IN=100FT.



24.1
2

Scale: 1 in. = 100 ft.

THESDA ST.

REED

No. 20

No. 14

No. 19

No. 21

No. 24

AVE.

175+174 & 24" T.C. & C.I.Ps.
175+51.7 P.S.
175+44± Penstock
176+53.8 C.T.

City San. Sewer
City Water Main
M.H.
4 W.W.F.
153.32
Fence
Platform
Frt Ho
R 1399.95'
L. 200.06'
170'
24" C.I.P. L=12'
T-C203F(3)
L=247'
R=1465.5'
L=755.16'
100.3'
O.P. R/W
L=365
Air Union Co.
1St. Brick
171.93'
14.27'
58.25'
Plank
N. 45°50' E
S. 87°26' W.
O.Pt.-R/W
M.H.
T-C203G(1) T.L.=437'
N. 30°47' E
S. 31°36' W
Macadam
T-C203
L=1036.0'
T.B. Mac. Drive
S. 30°47' W.
4 W.W.F.
403
403
209
S. 85°05' W.
180+71.3
105'
38.03
L=497'
389.4
351.15
T-C203F(4) L=702'
220'
T.B.
142.0'
Macadam Drive
L 28+18.1
78' N. 31°36' E
N. 73°43'06" E. 172.53'
T-C203F(1) L=680'
Mac. Driveway
(524) Concrete C.H. 368
T-C203F(2)
Rail Mountain
177+02.2
L=419'
4' Fence
T-C203B
Coal
The Standard Oil Co.
Griffith Consumers Co.
Tile house
174+35 P.
69 P.S.
5 P.F.#10
24" T.C.P. Storm Sewer
175+40 Derail
+04 P.S. F(3)

T-C203F(1) serves
Anna O. Miller et al,
T-C 203F(2) serves
Griffith Consumers Coal Co.

Bethesda, Md
Rec.

Baltimore, Md., December 15, 1955

Bethesda, Md. - Application to term lease additional land for parking purposes - V. S. 24.1(2) - Roger W. Eisinger, Sr., Marie Hall Eisinger, Roger W. Eisinger, Jr. and Lois A. Eisinger.

7

Mr. W. C. Baker:

Referring to your letter of March 17, 1955, and previous correspondence, relative to leasing Roger W. Eisinger, Sr., et al, for a term of fifty-one years, land and air rights fronting on easterly side of Wisconsin Avenue, Bethesda, Maryland.

Mr. Roger W. Eisinger, Jr., has been in touch with us and now states in development of the property he finds there will be need for some additional parking area. Therefore, the Eisingers are interested in leasing, for a period running concurrently with above arrangement, strip of land north of track, approximately 18' x 450', extending from Waverly Street to Pearl Street, as outlined in green on enclosed print. The Eisingers are agreeable to placing a barricade along the southerly side of the strip, in order to prevent automobiles from getting on other property and track of Railroad Company.

Copy of this communication is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner and General Manager W. R. Galloway, with request they furnish you direct their views and recommendation.

When you are in position to do so, shall appreciate if you will have me instructed in the matter.

E. E. PHIPPS
GBW

GBW/ajb

Tickler for Jan 10th 1956
W.R.G. - 1-27-56 NO

Baltimore, Md., December 15, 1955

Bethesda, Md. - Application to term lease additional land for parking purposes - V. S. 24.1(2) - Roger W. Ehinger, Sr., Marie Hall Ehinger, Roger W. Ehinger, Jr. and Lois A. Ehinger.

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Copy of this communication is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner and General Manager W. R. Gallaway, with request they furnish you direct their views and recommendation.

When you are in position to do so, shall appreciate if you will have me instructed in the matter.

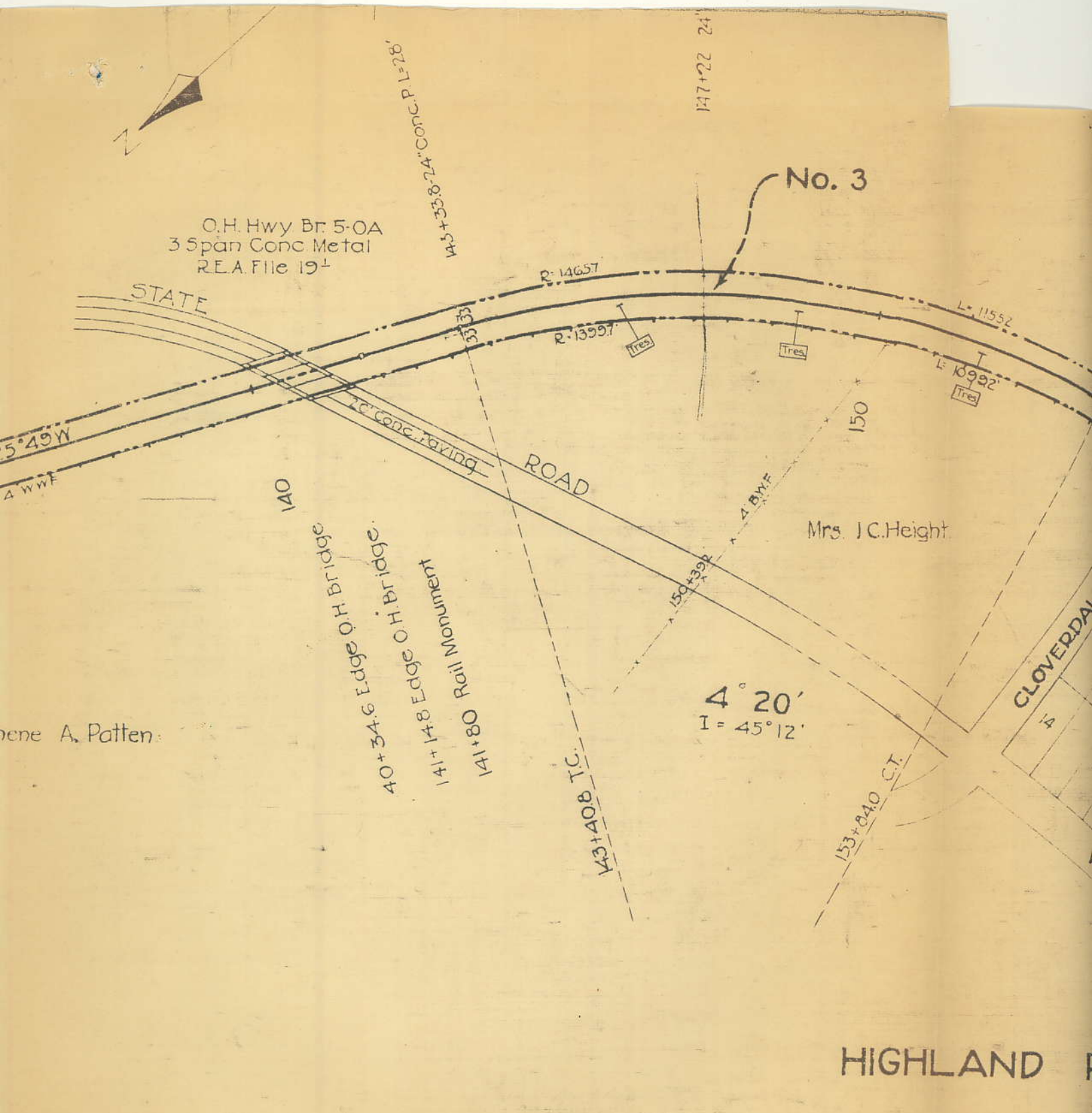
CHW/a;b

E. E. Phipps

1955 DEC 16 AM 10:04

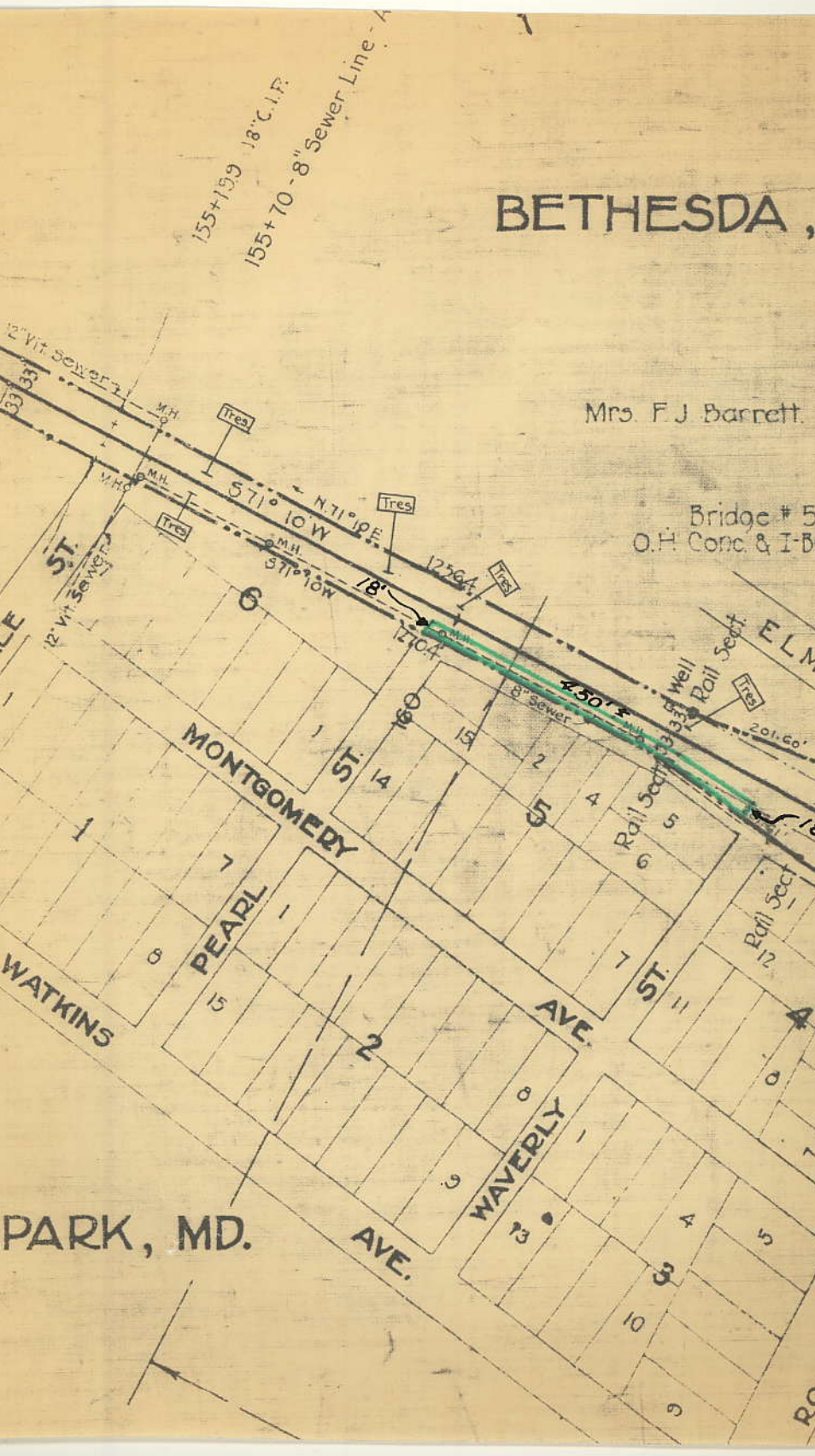
VICE PRES.-OPRN.-MAINT.
B & O

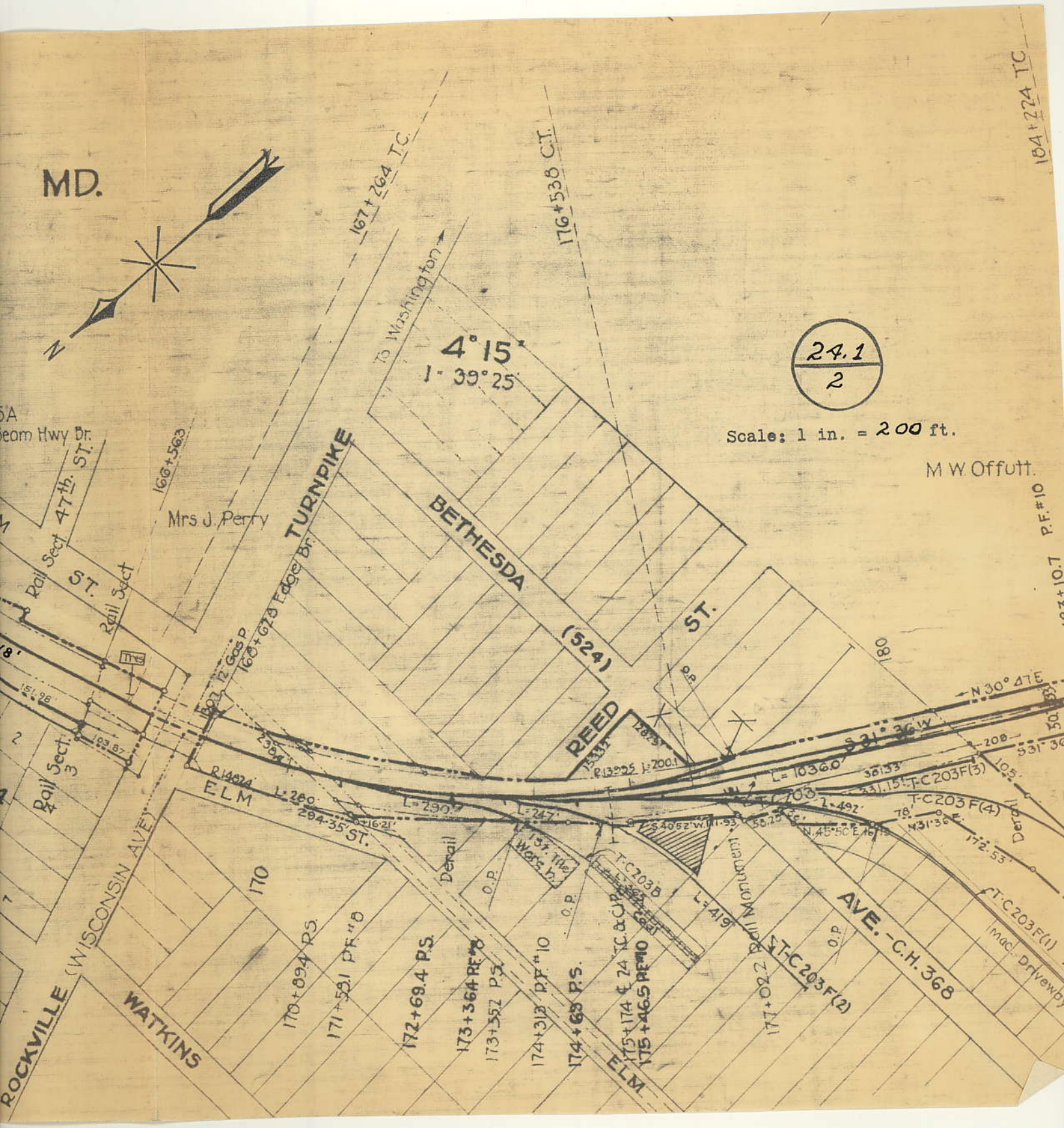
W.R.G. - 1-27-56 NO



FORM 1868-E 8PL.

		RECORDED	AREA	


BETHESDA, PARK, MD.
155+159 18" C.I.P.
155+70 - 8" Sewer Line
12" Vit Sewer
Mrs. F.J. Barrett
Bridge # 5
O.H. Conc. & I-B
S71° 10' W
N71° 10' E
12564
12704
18"
450'
8" Sewer
Well
Rail Sect.
201.60'
Tres
M.H.
MONTGOMERY
PEARL
WATKINS
WAVERLY
AVE.
ST.
ELM
LE ST.


MD.
N
24.1
2
Scale: 1 in. = 200 ft.
M W Offutt.
4°15'
I-39°25'
To Washington
167+264 T.C.
176+538 C.T.
184+224 T.C.
166+563
Mrs J. Perry
TURNPIKE
BETHESDA
(524)
ST.
REED
ELM
ST.
47th. ST.
Rail Sect
Rail Sect
Rail Sect. 3
Gas P.
166+675 Edge Br.
Thrs
151.28
183.87
R 14824
L=280
294.35'
ROCKVILLE (WISCONSIN AVE)
WATKINS
ELM
170
170+89.4 P.S.
171+58.1 P.F.#8
172+69.4 P.S.
173+364 REF.8
173+552 P.S.
174+318 P.F.#10
174+69 P.S.
175+174 ℄ 24 T.C. & C.P.
175+46.5 REF.10
177+02.2
L=290
L=747
L=419
L=10360
L=492
R 13225 L=700.1
S 31° 36' W
N 30° 47' E
T-C203
T-C203B
T-C203F(1)
T-C203F(2)
T-C203F(3)
T-C203F(4)
Monument
Detail
O.P.
AVE. - C.H. 368
Mac. Driveway
P.F.#10
180
105
172.53'
78'
N 31° 36' E
N 45° 50' E
S 40° 52' W
38.33
331.15'
S 31° 36'
200
50.53
Dep

10m.

Form 998-D

THE BALTIMORE AND OHIO RAILROAD COMPANY

Bethesda, Md. R48

NOTICE OF COMPLETION OF IMPROVEMENTS

Baltimore, Md., October 21, 1955

Station Bethesda, State Md. Division Baltimore (W.E.)

Title of project: Sale of land to The Covington Motor Co., Inc.

A. F. E. No. 42700 Valuation Section 15-MD-24.1 If not formally authorized, by whom authorized ..... (Name) ..... (Title) ..... (Date) 19....

Standard Estimate Submitted March 22, 1955 (Date) Standard Estimate No. 42986

Index Reference ..... Station Number: ..... Distance from Park Jct. .....

Distance from Div. or Jct. Point: ..... Capacity (45′ cars) { Company ..... Private .....

NEW WORK

Work begun ..... 19....

Part described below turned over to Operation:* ..... 19....

Project turned over to Operation: ‡ ..... 19....

Entire project completed ..... 19....

Deferred till later date or finally: * ..... 19.... (State which)

RETIREMENTS

Withdrawn from Operation Sept. 23, 1955

Demolition began ..... 19....

Demolition entirely completed: ..... 19....

Demolition deferred till later date or finally: ..... 19.... (State which)

Form 997 submitted October 21, 1955

Reason deferred .....

By whose authority deferred ..... (Name) ..... (Title)

‡ Describe below parts turned over to operation or work performed to date of deferment.

* If project is turned over to operation before 100% completion, state below work remaining to be performed.

E. E. PHIPPS
(Title)
Genl. Real Estate Agent.

NOTE—Describe all boilers, motors, cranes, machinery, pumps, etc., in detail, giving manufacture's name and number, shop number assigned, and building in which housed. Forms 997 are required for all property retired and should be submitted immediately upon completion of the retirement.

Mr. W. C. Baker
Mr. K. J. Wagoner
Mr. C. R. Riley
Mr. C. E. Jackman
Mr. W. M. Murphey
Mr. C. H. Brown

Mr. W. R. Bixler

9/23/55.

Copy to:
Mr. E. H. Burgess
Mr. W. C. Baker
Mr. K. J. Wagoner
Mr. C. R. Riley
Mr. W. R. Galloway
Mr. C. E. Jackman
Mr. H. T. Roebuck
Mr. C. L. Kroll
Mr. W. M. Murphey
Mr. J. H. Lindsay
Mr. G. W. Arnold (3)
Mr. A. M. Brinker
Mr. J. I. Barnes (4)
Mr. C. E. Catt
Mr. C. H. Brown (2)
Mr. J. H. Garmer (2)

Bethesda and RAS

Baltimore, Md., September 23, 1955
13405

Bethesda, Md. - A.F.E. 42700 - Sale of land to The Covington Motor Company, Inc. - portions of Parcels 4 and 6, map 2, V. S. 24.1.

Mr. W. R. Bixler:

Enclosed check No. R-124459 of The District Title Insurance Company; The Lawyers Title Insurance Company and The Washington Title Insurance Company; Trustees, Washington, D. C., dated September 20, 1955, drawn on the Riggs National Bank; 15th and Pa. Ave., N.W., Washington, D. C., to the order of "The Metropolitan Southern Railroad Co.", for $41,531.50, is in payment of consideration, etc. for the subject sale, made up as follows:

Consideration	$40,000.00
One-half of cost of $88.00 for Federal and State stamps .	44.00
Rent due by Grantee for the premises at $2,100.00 per annum January 1 to September 15, 1955, per lease dated January 1, 1955, which has been cancelled	1,487.50
	$41,531.50

Land contains about 8,658 square feet, fronting the east side of Rockville Turnpike (Wisconsin Avenue), and was conveyed by deed from The Metropolitan Southern Railroad Company dated July 1, 1955, under which Grantee covenants that it will assume any and all obligations of Grantor, whether imposed by law or otherwise, to construct and maintain a lawful fence along the line dividing the premises conveyed from remaining lands of Grantor.

Mercantile-Safe Deposit and Trust Company, Trustee under The MSRRCo mortgage of May 26, 1894, and the Maryland Trust Company, Trustee under The MSRRCo mortgage of March 1, 1932, joined in executing the deed for purpose of releasing the property from the lien and effect of said mortgages.

Owing to a 999-year lease from The MSRRCo to The B&ORRCo dated May 26, 1894, affecting the premises sold, and for purpose of clearing title thereto, by indenture dated July 1, 1955 The B&ORRCo quit-claimed to The MSRRCo all its right, title and interest in the property and The Hanover Bank, and J. T. Harrigan, Trustees under The B&ORCCo mortgage of December 1, 1915, joined in executing this instrument to effect release of the premises from the lien and operation of that mortgage.

Sale was formally approved by the President and Directors of The B&ORRCo and by the Board of Directors of The MSRRCo at meetings held, respectively, on June 15, 1955 and June 17, 1955.

Please have the amount of the check credited to -

767-Railway Tax Liability	$ 44.00
Sales of Property	40,000.00
Accounts Receivable-Rents(Jan-1955 Bill #1273)	1,487.50

cjh/mh

E. E. PHIPPS

-over-

June 28, 1955 jfd n

Mr. E. E. Phipps:

With reference to your letter of June 27th, having to do with convenance of land fronting on the easterly side of Wisconsin Avenue, in the vicinity of Elm Street, Bethesda, Md., to The Covington Motor Company, Inc.:

It is noted that this transaction was authorized to you by my letter of October 27th, 1954, has now been formally approved by resolutions adopted at meeting of the Board of Directors of The Baltimore and Ohio Railroad Company and The Metropolitan Southern Railroad Company held on June 15th, 1955, and June 17th, 1955, respectively.

To enable you to complete the transaction, I have had the two attached deeds executed on the part of the respective Railroad Companies and return them to you for your further handling.

W. C. Baker

Signed by J.W. Phipps Jr.
To Secretary for Attest 6/30
Released 7/1

EEP

Baltimore, Md., June 27, 1955

Bethesda, Md. - Conveyance of land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street - Portions of Parcels 4 and 6 - V. S. 24.1(2) - The Covington Motor Company, Inc.

S-P-E-C-I-A-L

Mr. W. C. Baker:

1954

In accordance with the authority in your communication of October 27, 1955, I attach form of deed for conveyance from The Metropolitan Southern Railroad Company to The Covington Motor Company, Inc., of the above referred to property, containing 8,658 square feet, in consideration of the sum of $40,000.00.

You will recall, in order to convey good title, it will be necessary to have The Baltimore and Ohio Railroad Company quit-claim to The Metropolitan Southern Railroad Company whatever right, title and interest the former may have acquired in the property to be sold to Motor Company.

Resolutions, approving the transfers, were adopted at meetings of the Boards of Directors of The Baltimore and Ohio Railroad Company and The Metropolitan Southern Railroad Company held on June 15, 1955, and June 17, 1955, respectively.

Will you please sign the deeds, which have the approval of both Law Department and me, and return to this office after attestation by the Secretary.

E. E. PHIPPS

GBW/ajb

GBW

Baltimore, Md., June 27, 1955

Bethesda, Md. - Conveyance of land fronting on easterly side of
Wisconsin Avenue in vicinity of Elm Street -
Portions of Parcels 4 and 6 - V. S. 24.1(2) -
The Covington Motor Company, Inc.

S-P-E-C-I-A-L

Mr. W. C. Baker:

In accordance with the authority in your communication of October 27, 1955, I attach form of deed for conveyance from The Metropolitan Southern Railroad Company to The Covington Motor Company, Inc., of the above referred to property, containing 8,658 square feet, in consideration of the sum of $40,000.00.

You will recall, in order to convey good title, it will be necessary to have The Baltimore and Ohio Railroad Company quit-claim to The Metropolitan Southern Railroad Company whatever right, title and interest the former may have acquired in the property to be sold to Motor Company.

Resolutions, approving the transfers, were adopted at meetings of the Boards of Directors of The Baltimore and Ohio Railroad Company and The Metropolitan Southern Railroad Company held on June 15, 1955, and June 17, 1955, respectively.

Will you please sign the deeds, which have the approval of both Law Department and me, and return to this office after attestation by the Secretary.

GBM/ajb

1955 JUN 27 PM 4:17

E. K. PHILIPS

VICE PRES.-OPRN.-MAINT.
B & O

File

May 25, 1955 jfd n

Mr. E. E. Phipps:

With reference to your letter of May 24th, concerning conveyance of land fronting on easterly side of Wisconsin Avenue, near Elm Street, Bethesda, Md., to The Covington Motor Company, Inc.:

Noting that Officers' Certificate, was signed and sent to you with my letter of May 3rd, to effect release of mortgage from each Company of lease from The Metropolitan Southern Railroad Company to The Baltimore and Ohio Railroad Company, dated May 26th, 1894, I have signed, in duplicate, the attached "Recommendation" form and return it to you so that this transaction may be cleared for formal authority.

W. C. Baker

Ro

THE BALTIMORE AND OHIO RAILROAD COMPANY
RECOMMENDATION FOR SALE OF PROPERTY

1. LOCATION	SECTION AND MAP NO.	PARCEL
Bethesda, Maryland	V. S. 24.1(2)	Portions of Parcels 4 & 6

2. DESCRIPTION AND AREA

Being approximately 8,658 square feet of land fronting on easterly side of Wisconsin Avenue, acquired by The Metropolitan Southern Railroad Company in 1891 and 1910, as outlined in green on attached print.

3. MORTGAGE

Refunding and General Mortgage of December 1, 1915.

4. REMARKS

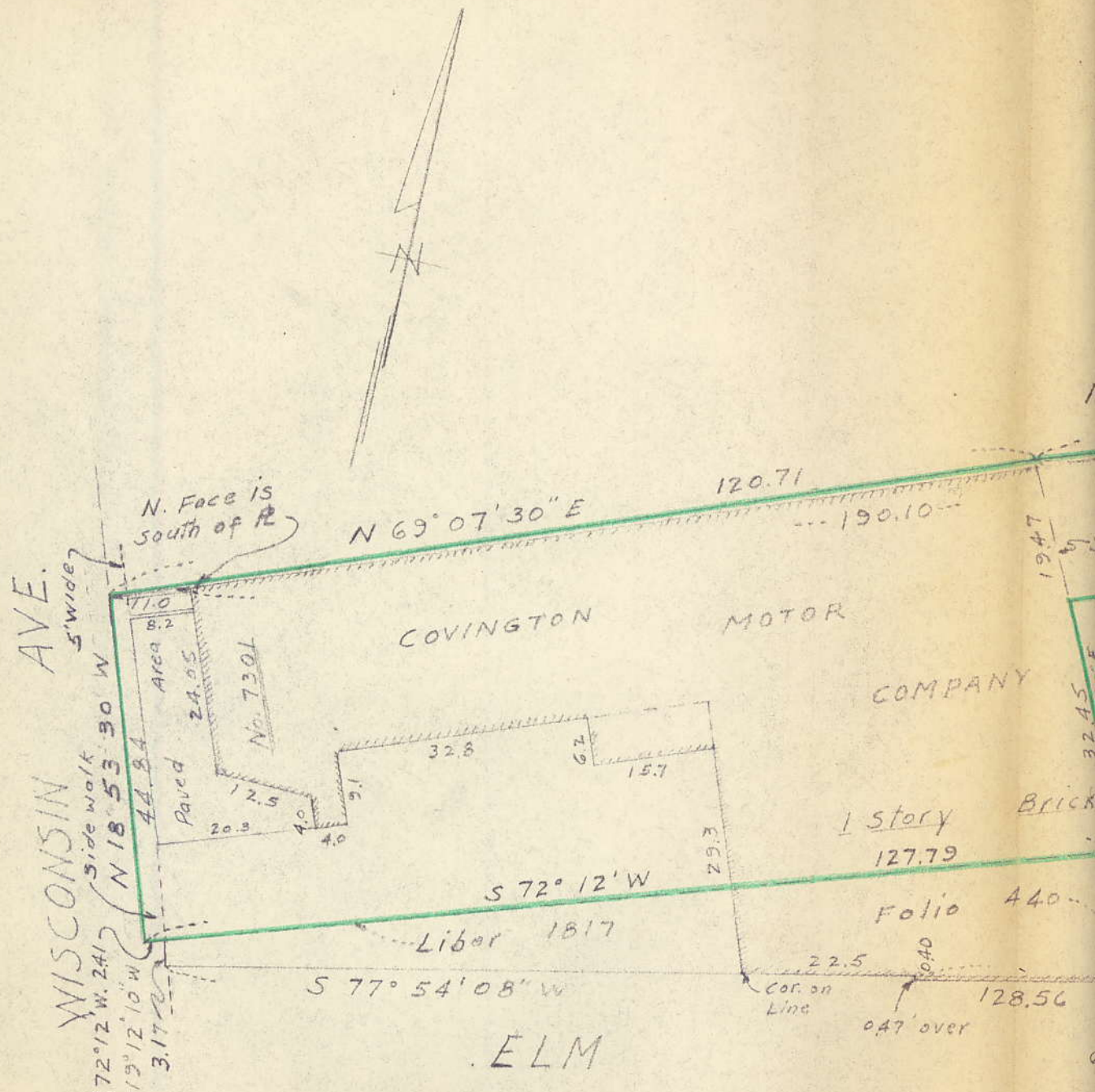
Sale is being made by The Metropolitan Southern Railroad Company to The Covington Motor Company, Inc., for a consideration of $40,000.00. Inasmuch as The Metropolitan Southern Railroad Company conveyed a leasehold interest in all of its property for a term of 999 years to The Baltimore and Ohio Railroad Company by indenture dated May 26, 1894, it is necessary for The Baltimore and Ohio Railroad Company to quit-claim its interest in the 8,658 square feet of land in question to The Metropolitan Southern Railroad Company, in order that latter may give good title to The Covington Motor Company, Inc. There is no money consideration involved in the conveyance from The Baltimore and Ohio Railroad Company to The Metropolitan Southern Railroad Company.

RECOMMENDED BY:

Vice President Operation-Maintenance

DATE: _____

General Real Estate Agent



ENGINEER'S CERTIFI

I hereby certify that the posi existing improvements on the a property has been established b Survey and unless otherwise s no encroachments.

Deut

LOCATION OF BUILDINGS

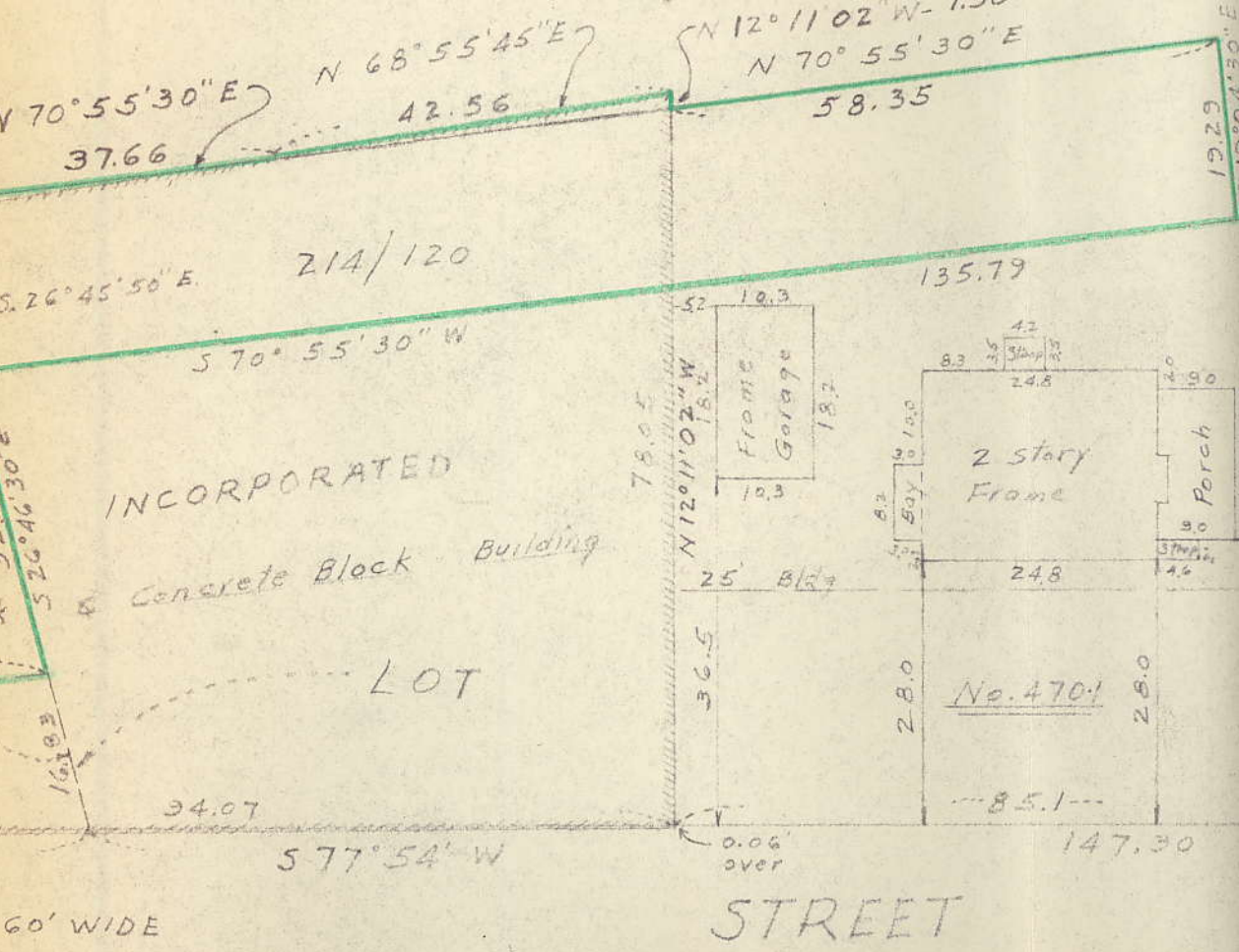
LOT 1, BLOCK L

SECTION 8-B

CHEVY CHASE

PARCEL OF GROUND AND PART OF METROPOLITAN SOUTHERN RAILROAD CO. PROPERTY

Montgomery County, Maryland



ICATE

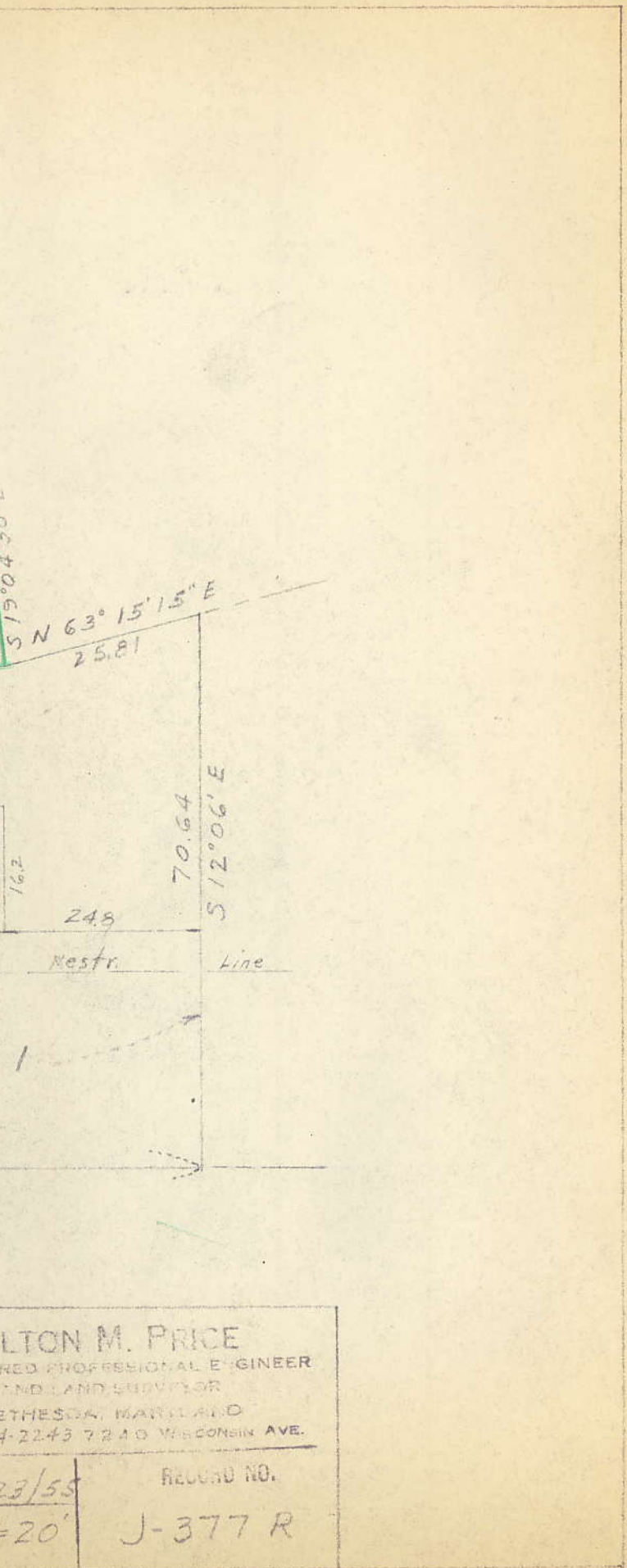
ition of all the above described by a transet-tape shown there are

Dyer

REGISTER

DATE: 3/2

SCALE: 1" =


S N 63° 15' 15" E
25.81
70.64
S 12° 06' E
162
248
Nestr
Line
1
LTON M. PRICE
NED PROFESSIONAL ENGINEER
ND LAND SURVEYOR
ETHESDA, MARYLAND
4-2243 7240 WISCONSIN AVE.
23/55
=20'
RECORD NO.
J-377 R

7

Bethesda, Md.
R48.

Baltimore, Md., May 24, 1955

Bethesda, Md. - Conveyance of land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street - Portions of Parcels 4 and 6 - V. S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

Referring to your letter of May 3, 1955, in connection with above subject.

Recommendation form, in triplicate, to accompany papers to be submitted to the Board of Directors of The Baltimore and Ohio Railroad Company, requesting release of its leasehold interest in the property to be conveyed by The Metropolitan Southern Railroad Company, is herewith attached.

Shall appreciate if you will sign and return two copies to this office so that the matter may be progressed.

E. E. PHIPPS

GBW/ajb

Baltimore, Md., May 24, 1955

Bethesda, Md. - Conveyance of land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street - Portions of Parcels 4 and 6 - V. S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

Referring to your letter of May 3, 1955, in connection with above subject.

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Shall appreciate if you will sign and return two copies to this office so that the matter may be progressed.

E. E. SHIPPS

GBM/ajb

May 5, 1955 - hof fs

Mr. K. J. Wagoner: -

Attach, for usual distribution, approved Form 940, Pres. No. 36613, VP-57280, C-63178, amount $150., covering sale of land to The Covington Motor Co. Inc., Bethesda, Md., 15-MD-24.1.

Arrangements were made to dispose of this property and enclosed form will permit of necessary adjustment of accounts in connection with its sale.

W. C. Baker -

cc: Mr. J. I. Barnes,
Mr. E. E. Phipps,
Mr. C. E. Morley.

Baltimore, May 3, 1955.

Form 940, P- 36613
C- 63178

Bethesda, Maryland, - Sale of land to The Covington Mtr.Co.,Inc.

Amount $ 150.
Capital $1,790. credit,

Mr. W. C. Baker:

Referring to yours of Oct.20th,1954, and April 28, 1955, I am returning herewith, approved, the above outlined 940, to which has been affixed President's approval No. P -36613.

This form should be included in your monthly letter showing authorizations having a charge to Capital of not more than $2,000.00 each.

H. E. Simpson

Copy to:

Auditor of Capital Expenditures.

Baltimore, May 3, 1955.

Form 940, P- 36613
C- 63178

Bethesda, Maryland, - Sale of land to The Covington Mtr.Co.,Inc.

Amount $ 150.
Capital $1,790. credit,

Mr. W. C. Baker:

Referring to yours of Apr.28, 1955 , Oct.20th,1954, and returning herewith, approved, the above outlined 940, to which has been affixed President's approval No. P -36613.

This form should be included in your monthly letter showing authorizations having a charge to Capital of not more than $2,000.00 each.

Simpson

Copy to:

Auditor of Capital Expenditures.

May 3, 1955 jfd n

Mr. E. E. Phipps:

With reference to your letter of May 2nd, concerning conveyance of land fronting on the easterly side of Wisconsin Avenue, in the vicinity of Elm Street, Bethesda, Md.:

To clear title to the property involved from the effect of lease from the Metropolitan Southern Railroad Company to The Baltimore and Ohio Railroad Company, dated May 26th, 1894, I have signed, in triplicate, the attached Officers' Certificate in connection with the Baltimore and Ohio quitclaiming to the Metropolitan Southern Railroad Company whatever right, title and interest the B. & O. may have acquired in the property to be sold.

All papers are returned herewith for your further handling.

W. C. Baker

May 3, 1955

Mr. E. E. Phipps:

With reference to your letter of May 2nd, concerning conveyance of land fronting on the easterly side of Wisconsin Avenue, in the vicinity of Elm Street, Bethesda, Md.:

To clear title to the property involved from the effect of lease from the Metropolitan Southern Railroad Company to The Baltimore and Ohio Railroad Company, dated May 26th, 1894, I have signed, in triplicate, the attached Officers' Certificate in connection with the Baltimore and Ohio quitclaiming to the Metropolitan Southern Railroad Company whatever right, title and interest the B. & O. may have acquired in the property to be sold.

All papers are returned herewith for your further handling.

W. C. Baker

May 3, 1955

Mr. E. E. Phipps:

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All papers are returned herewith for your further handling.

W. C. Baker

May 3, 1955

Mr. E. E. Phipps:

With reference to your letter of May 2nd, concerning conveyance of land fronting on the easterly side of Wisconsin Avenue, in the vicinity of Elm Street, Bethesda, Md.:

To clear title to the property involved from the effect of lease from the Metropolitan Southern Railroad Company to The Baltimore and Ohio Railroad Company, dated May 26th, 1894, I have signed, in triplicate, the attached Officers' Certificate in connection with the Baltimore and Ohio quitclaiming to the Metropolitan Southern Railroad Company whatever right, title and interest the B. & O. may have acquired in the property to be sold.

All papers are returned herewith for your further handling.

W. C. Baker

Baltimore, Md., May 2, 1955

Bethesda Md! Rite

Bethesda, Md. - Conveyance of land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street - Portions of Parcels 4 and 6 - V. S. 24.1(2) - The Covington Motor Company, Inc.

S-P-E-C-I-A-L

Mr. W. C. Baker:

Referring to your letter of April 8, 1955, and previous correspondence, pertaining to above subject.

The District Title Company of Washington, in recent examination of the title to the land involved, advised that account of effect of lease from The Metropolitan Southern Railroad Company to The Baltimore and Ohio Railroad Company, dated May 26, 1894, certain mortgages of The Baltimore and Ohio Railroad Company attach and title cannot be passed to The Covington Motor Company, Inc., until they are properly released.

It has been decided to have The Baltimore and Ohio Railroad Company quit-claim to The Metropolitan Southern Railroad Company whatever right, title and interest the former may have acquired in the property to be sold to Motor Company and have The Hanover Bank (formerly Central Hanover Bank and Trust Company) and J. T. Harrigan (successor to James N. Wallace), as Trustees, join in the document for the purpose of releasing effect of our Refunding and General Mortgage of December 1, 1915, and mortgage supplemental thereto dated January 1, 1940.

Certificate, in triplicate, to The Hanover Bank is attached and shall appreciate if you will sign same and return to this office.

E. E. PHIPPS

GBW

GBW/ajb

Baltimore, Md., May 2, 1955

Bethesda, Md. - Conveyance of land fronting on easterly side of
Wisconsin Avenue in vicinity of Elm Street -
Portions of Parcels 4 and 6 - V. S. 24.1(2) -
The Covington Motor Company, Inc.

S-P-E-C-I-A-L

Mr. W. C. Baker:

Referring to your letter of April 8, 1955, and previous correspondence, pertaining to above subject.

The District Title Company of Washington, in recent examination of the title to the land involved, advised that account of effect of lease from The Metropolitan Southern Railroad Company to The Baltimore and Ohio Railroad Company, dated May 26, 1894, certain mortgages of The Baltimore and Ohio Railroad Company attach and title cannot be passed to The Covington Motor Company, Inc., until they are properly released.

It has been decided to have The Baltimore and Ohio Railroad Company quit-claim to The Metropolitan Southern Railroad Company whatever right, title and interest the former may have acquired in the property to be sold to Motor Company and have The Hanover Bank (formerly Central Hanover Bank and Trust Company) and J. T. Harrigan (successor to James N. Wallace), as Trustees, join in the document for the purpose of releasing effect of our Refunding and General Mortgage of December 1, 1915, and mortgage supplemental thereto dated January 1, 1940.

Certificate, in triplicate, to The Hanover Bank is attached and shall appreciate if you will sign same and return to this office.

E. E. PHILIPPS

GBM\ajb

April 28, 1955 wlf/v

Mr. H. E. Simpson:

Referring to your letter of October 25, in which you gave your preliminary approval to the recommendation contained in my letter of October 20, providing for sale of land at Bethesda, Maryland, to the Covington Motor Company, Inc., am now attaching for your approval Form 940, VP-57280, C-63178, involving a Credit to Capital Account of .....$1,790.

The reasons for selling this land are outlined in my letter of October 20, copy attached, and in accordance with authority given in your letter of October 25, arrangements were made to dispose of the property.

Have, therefore, signed enclosed Form 940, which is presented so that formal authority may be obtained to cover the transaction and shall be pleased to receive advice of your approval.

W. C. Baker

R

xx. Bethesda-Md-R48

VICE PRES.-OPRN.-MAINT.
B & O

1955 APR 27 AM 10:13

April 25, 1955 jfd n

Mr. E. E. Phipps:

With reference to your letter of April 20th, concerning lease of property at Bethesda, Md., to Roger W. Eisinger, Sr., and Marie Hall Eisinger, his wife:

It is noted that term lease was authorized to you by my letter of March 14th.

I have executed the license and agreement made made as of April 1st, 1955, having noted that it has been approved by the Law Department and the Chief Engineer, as well as the General Manager.

W. C. Baker

To Secretary for Attest 4/26 JFD
Released 4/26

(THE BALTIMORE AND OHIO RAILROAD COMPANY,
operating the property of
METROPOLITAN SOUTHERN RAILROAD COMPANY)

EEP

Bethesda, Md.
RHH

Baltimore, Md., April 20, 1955

Bethesda, Md. - Agreement covering Parcel 18 and portion of Parcel 14 - V. S. 24.1(2) - Roger W. Eisinger, Sr. and Marie Hall Eisinger.

Mr. W. C. Baker:

Referring to your letter of March 14, 1955, I attach, in duplicate, the above agreement which you will observe has been executed by Roger W. Eisinger, Sr. and Marie Hall Eisinger.

Will you kindly sign the document as Vice President of Railroad Company and let me have both copies for proper disposition.

There is also enclosed a "rider copy" of the instrument which has been approved by Vice President and General Counsel, Chief Engineer, General Manager J. Edwards, Jr., and Division Officials.

E. E. PHIPPS
GBW

GBW/ajb

Baltimore, Md., April 20, 1955

Bethesda, Md. - Agreement covering Parcel 18 and portion
of Parcel 14 - V. S. 24.1(2) - Roger W.
Blainger, Sr. and Marie Hall Blainger.

Mr. W. C. Baker:

Referring to your letter of March 14, 1955,
I attach, in duplicate, the above agreement which you
will observe has been executed by Roger W. Blainger,
Sr. and Marie Hall Blainger.

Will you kindly sign the document as Vice
President of Railroad Company and let me have both
copies for proper disposition.

There is also enclosed a "rider copy" of
the instrument which has been approved by Vice
President and General Counsel, Chief Engineer,
General Manager J. Edwards, Jr., and Division
officials.

E. E. PHIPPS

GEW\ajb

1955 APR 22 AM 9:56

VICE PRES.-OPRN.-MAINT.
B & O

5m. 12-20-53. 16x21—18 Form 1564-Spl.

This License and Agreement, made as of the 1st day of April, 1955, between THE BALTIMORE AND OHIO RAILROAD COMPANY, ~~operating the property of METROPOLITAN SOUTHERN RAILROAD COMPANY,~~ hereinafter called "Railroad", as First Party, and ROGER W. EISINGER, SR. and MARIE HALL EISINGER, husband and wife, located at 1640 Rockville Pike, Rockville, Maryland, as Second Party.

Witnesseth:

I. That RAILROAD does hereby license Second Party, subject to the terms and conditions appended hereto, to maintain and use roadway on certain land held by Railroad at Bethesda, Maryland, and hereinafter called "the premises"; and to use the same solely for the purpose of providing ingress and egress between Second Party's property and Dead Street. The premises, as indicated on blue print attached hereto and hereby made a part hereof, are described as follows:

Being strip of land approximately ten feet wide, two hundred feet long, situate south of tracks of Railroad and west of Rockville Turnpike (Wisconsin Avenue), comprising Parcel 18 and portion of Parcel 14, V.S. 24.1(2), as indicated in green on said blue print.

II. That SECOND PARTY, as consideration for the grant of this license, (*a*) agrees to keep and perform the terms and conditions hereinabove referred to, and to reimburse Railroad for all taxes and assessments and charges for water, heating, electric current and lighting, against the premises, within thirty (30) days after presentation of bills therefor, and also to pay to Railroad the sum of SEVENTY FIVE Dollars ($ 75.00) per annum payable annually in advance from the date hereof; and (*b*) hereby releases Railroad from all loss of or damage to property on the premises and from all claims for death of or injury to Second Party unless the same shall be due to the sole negligence of Railroad.

APPROVED AS TO FORM

APPROVED GEN. MANAGER

Appd. as to Legal Form

V. P. & G. C.

Per.

APPROVED CHF. ENGR.

Witness the following signatures and seals.

THE BALTIMORE AND OHIO RAILROAD COMPANY, operating the property of METROPOLITAN SOUTHERN RAILROAD COMPANY,

ATTEST: _____ By _____

Vice President General Real Estate Agent.

Witnesses:

/S/ W. C. Baker (SEAL)

(SEAL)

(11) Maintenance and removal of said roadway shall be satisfactory to and subject to approval of Superintendent of Railroad located at Baltimore, Maryland; provided that neither approval of said Superintendent, nor failure by him to object to any work done or material, or the method of maintenance or removal, shall be construed as an admission of responsibility on behalf of Railroad, or as a waiver of any of the obligations of this agreement resting on Second Party. Second Party shall give aforesaid Superintendent at least five (5) days' notice prior to the time any work is to be performed under this license.

(12) This license shall run for a period of twenty (20) years from the date hereof provided, however, that in the event Second Party shall neglect or refuse to keep and perform any one or more of the Terms and Conditions hereof, Railroad may forthwith terminate this license as set out in Section (8) hereof.

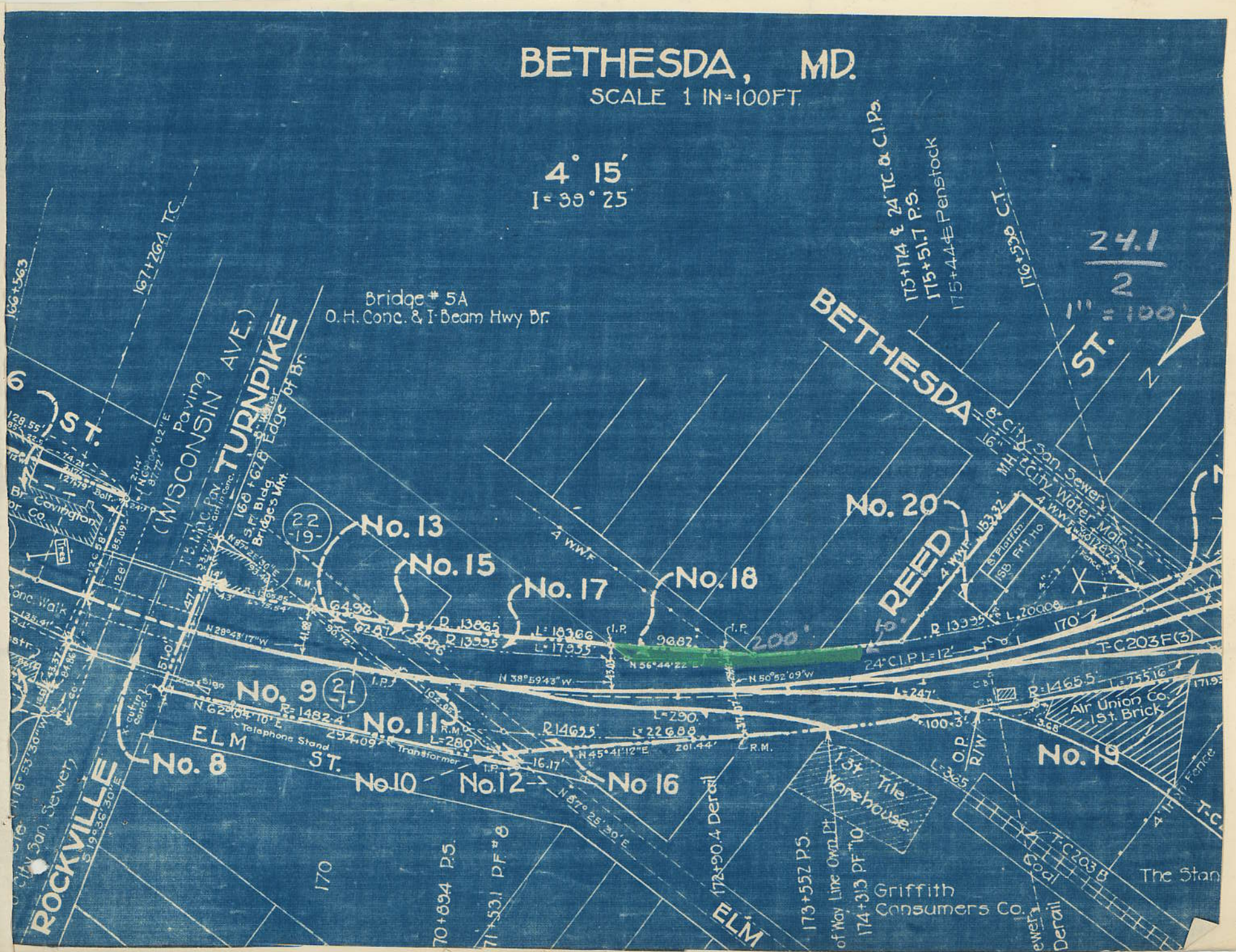
Railroad reserves the right to adjust rental set out herein at the expiration of each five (5) year period.

Abandonment or vacation of the premises or insolvency of Second Party or institution of bankruptcy proceedings by or against Second Party or abandonment of Receiver or Trustee of the property or business of Second Party will forthwith revoke this license at option of Railroad.

NOTE FOR RECORDS OF RAILROAD: This license covers same premises previously licensed THE BISHOPP MILL & LUMBER COMPANY, INC. under license dated June 30, 1946.

BETHESDA, MD.

SCALE 1 IN=100FT.



TERMS AND CONDITIONS.

(1) No liquor, whether spirituous, vinous or fermented, shall be kept on the premises, or sold either by wholesale or retail.

(2) Second Party shall not erect or place, or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind within fifteen (15) feet of the center line of nearest track over which Railroad operates, unless the written consent of Railroad shall first have been obtained, and shall use such means and care generally as will tend to avoid accidents of every kind.

(3) Second Party shall not erect or place, or allow to be erected or placed on the premises any signs or advertising matter, except signs which have first been expressly authorized in writing by the General Real Estate Agent of Railroad upon application therefor. Second Party shall maintain the premises in a neat and clean condition. Buildings and other structures erected or maintained on the premises shall be kept painted by Second Party with Railroad's standard color to the satisfaction of Railroad.

(4) The payment hereunder by Second Party of any sum or sums in advance shall not be held to create an irrevocable license for the period for which the same is paid, but Railroad may revoke this license as hereinafter provided and refund the payment for the balance of the period for which the same has been paid.

(5) Second Party shall assume and protect, indemnify and save harmless Railroad from and against all loss, cost, damage or expense, or claims therefor, for injury to or death of persons, whether Second Party or employees of Second Party or of Railroad, or otherwise, or damage to any property in any manner due to, growing out of or connected with the exercise of this license unless the same shall be due to the sole negligence of Railroad.

If any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

(6) Railroad shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe or wire lines now or hereafter installed upon or across the premises, and to use, repair and remove the same.

(7) Second Party further agrees that if in procuring or conveying electric current or water or gas or other appurtenances, it becomes necessary to erect or install a pole or wire line or lines or a pipe line or lines on Railroad property not covered by this license, Second Party will execute the standard license agreement covering such line or lines and pay to the Railroad the fee and rental fixed by the schedule of rates applicable thereto.

(8) ~~This license may be revoked by either party at any time upon not less than thirty (30) days' notice in writing sent by registered mail to the other party, provided, however, that~~ In the event of a breach of any of the covenants, terms and conditions of this license by Second Party the Railroad shall have the right to revoke said license immediately. Any notice given by Second Party shall be addressed to General Real Estate Agent of Railroad at Baltimore and Charles Streets, Baltimore-1, Maryland.

In the event of the revocation of this license, Second Party shall, within the period specified in the notice, remove all structures and other property erected or placed on the premises by or for account of Second Party, and shall restore the premises to a condition satisfactory to Railroad, and shall, if requested by Railroad, remove all foundation walls and structures below the surface of the ground and fill in all excavations, and shall vacate the premises, provided, however, that no structure or other property shall be removed from the premises until all money due said Railroad under this license shall have been paid.

If Second Party shall, within the period specified in the notice of revocation, fail to remove any structure or other property on said premises or fail to pay all money due Railroad under this license, or if this license shall be terminated by Railroad on account of the breach of any of the covenants, terms and conditions thereof, all right, title and interest of Second Party in and to all structures and other property on the said premises shall, if Railroad so elects, thereby be forfeited and title thereto shall then and there vest absolutely in Railroad, without the necessity of any legal process by Railroad; and if the Railroad shall notify the Second Party to remove its property and the property is not so removed, the Railroad may remove the same at the expense of the Second Party.

The failure or neglect of Railroad to act upon a breach of one or more of the covenants, terms and conditions of this license shall not be construed as a waiver of such breach or any subsequent breach or of any right created thereby.

(9) Neither Second Party, nor the legal representatives, successors or assigns of Second Party, shall at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this license for any length of time give rise to any right, title or interest in or to the premises.

(10) No assignment of this license or subletting of said premises or any part thereof shall be valid for any purpose without the consent in writing of Railroad.

(11) See back of first page.

License No......

FROM

The Baltimore & Ohio Railroad Company

TO

Baltimore, Md., April 11, 1955
266-A-4-1-14

Bethesda Md

Fee F

Mr. J. Edwards, Jr.:

I have approved and attach for your approval and forwarding to Vice President for his consideration, Form 940 C-63178, amount $150, covering sale of land to The Covington Motor Company, Inc., Bethesda, Md.

The Rider shows the reason for the submission of this Form 940.

C. R. Riley

cc: Mr. W. C. Baker

April 8, 1955 jfd n

Mr. E. E. Phipps:

With reference to your letter of April 5th, concerning conveyance of land fronting on easterly side of Wisconsin Avenue, in the vicinity of Elm Street, Bethesda, Md., to the Covington Motor Company, Inc.:

It is noted that this transaction was authorized by my letter of October 27th, 1954.

To enable you to progress the matter for formal authority, I have signed, in duplicate, the "RECOMMENDATION" form of the Metropolitan Southern Railroad Company, and also the three Officers' Certificates.

All papers are returned to you for your further handling.

W. C. Baker

THE METROPOLITAN SOUTHERN RAILROAD COMPANY

RECOMMENDATION FOR SALE OF PROPERTY

1. LOCATION	SECTION AND MAP NO.	PARCEL
Bethesda, Maryland	V. S. 24.1(2)	Portions of Parcels 4 & 6

2. DESCRIPTION AND AREA

Being approximately 8,658 square feet fronting on easterly side of Wisconsin Avenue, acquired by The Metropolitan Southern Railroad Company in 1891 and 1910, as outlined in green on attached print.

3. REASON FOR SALE

Not required for Railroad purposes

4. PURCHASER

The Covington Motor Company, Inc.

5. INTENDED USE

Operating automobile showroom and garage.

6. PRICE AND COST

(a)	Sale price	$ 40,000.00
(b)	Original cost	$ 5,182.50
(c)	Book value	$ 5,182.50
(d)	Assessed value year 1954-55	$ 22,770.00
(e)	Taxes for year 1954-55	$ 537.37
(f)	Sales commission (if any)	$ None

7. MORTGAGE

First Mortgage of May 26, 1894, and Improvement Mortgage of March 1, 1932.

8. REMARKS

Sale price is not less than present day market value as ascertained by appraisal of an independent expert.

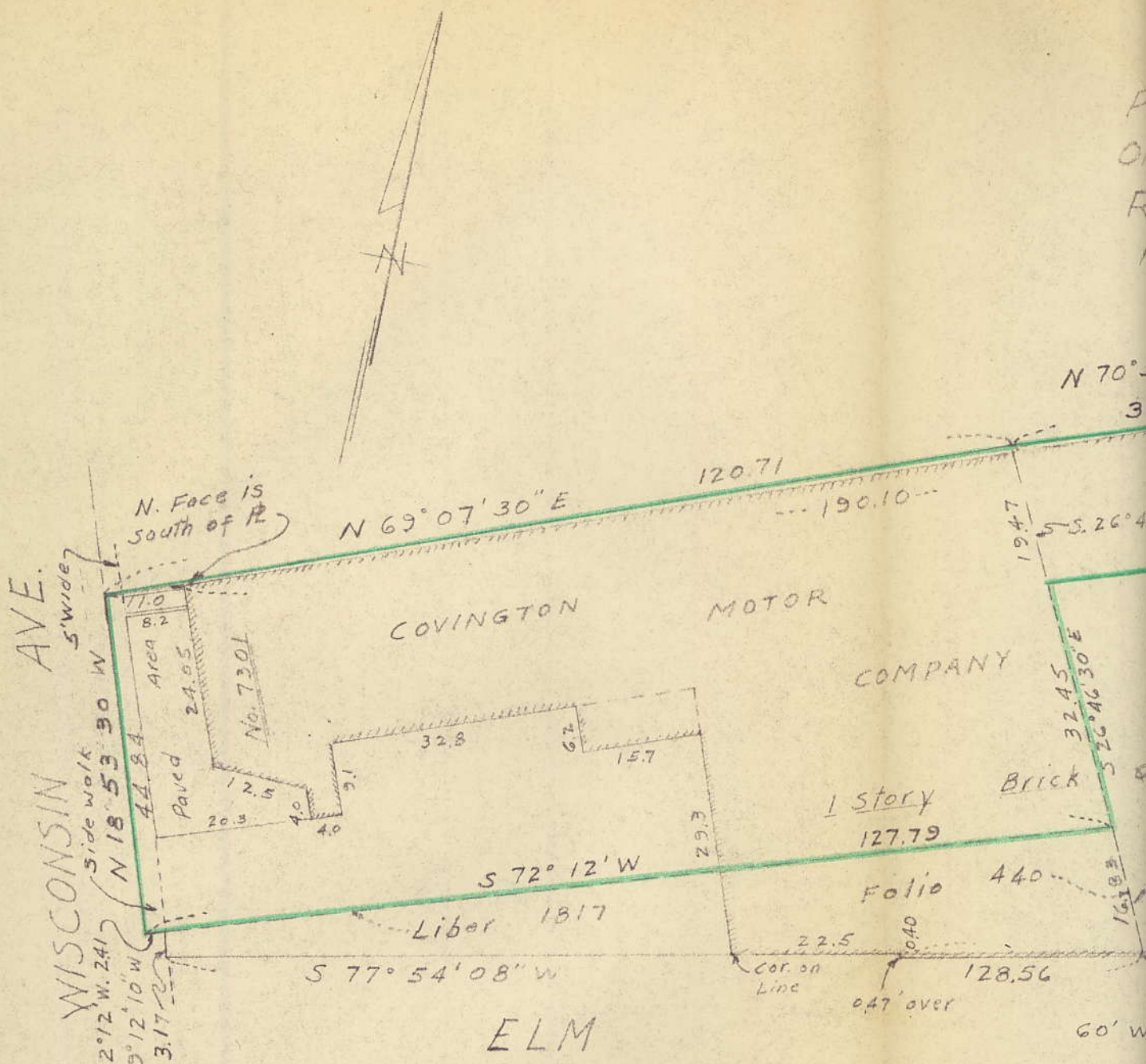
RECOMMENDED BY: /S/ W. C. Baker

Vice President Operation-Maintenance

DATE: _____

E. E. Thompson

General Real Estate Agent



ENGINEER'S CERTIFICAT

I hereby certify that the position existing improvements on the above property has been established by a survey and unless otherwise show no encroachments.

LOCATION OF BUILDINGS

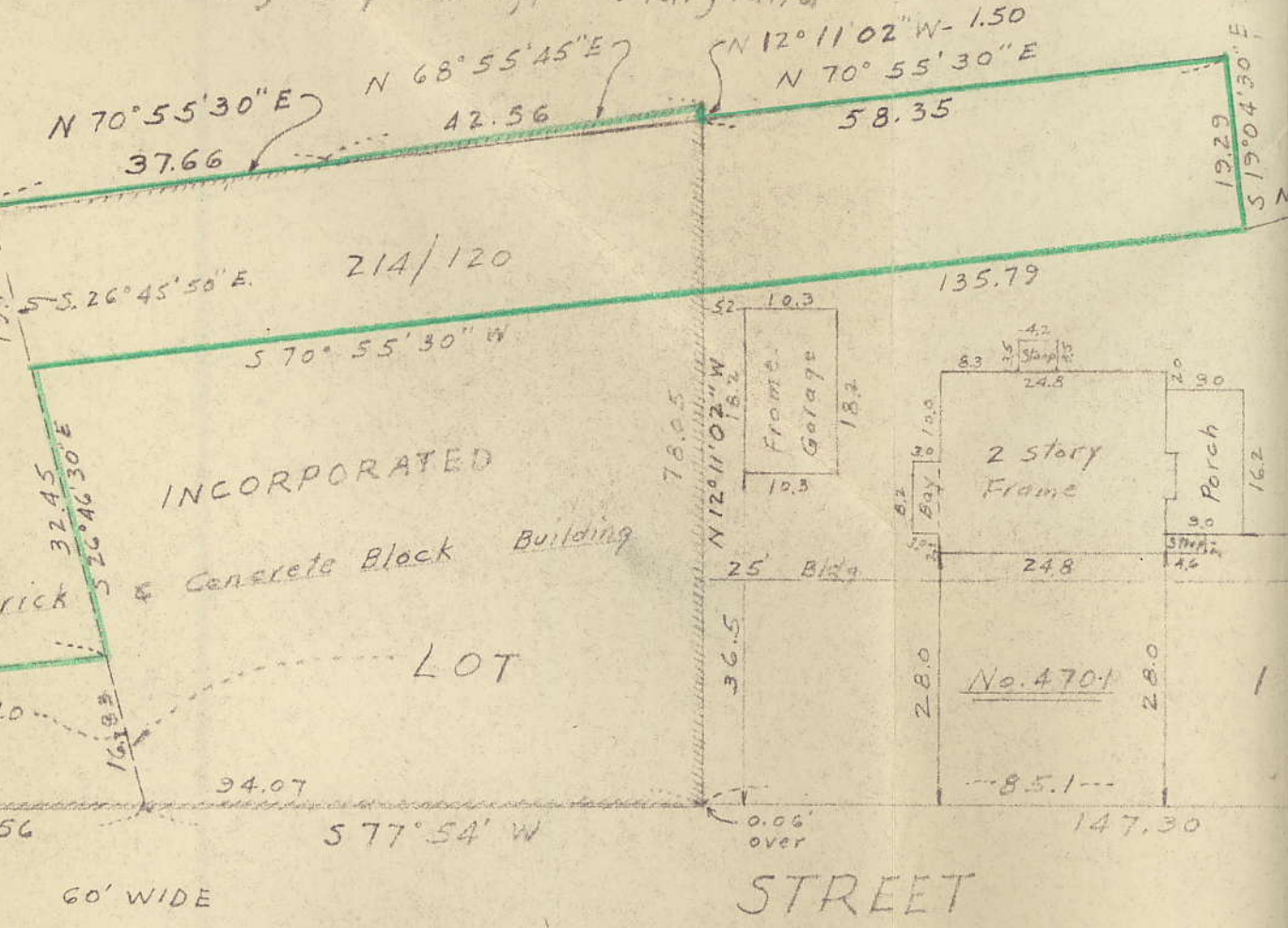
LOT 1, BLOCK L

SECTION 8-B

CHEVY CHASE

PARCEL OF GROUND AND PART OF METROPOLITAN SOUTHERN RAILROAD CO. PROPERTY

Montgomery County, Maryland



TIFICATE

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MILTO
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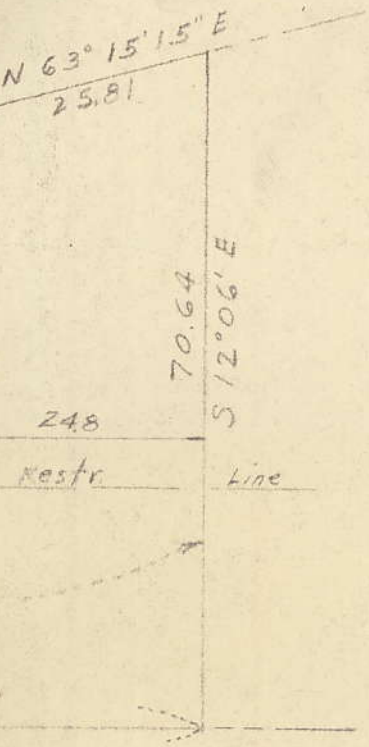
BETHE
OF
DATE: 3/23/
SCALE: 1" = 20



ON M. PRICE
PROFESSIONAL ENGINEER
AND SURVEYOR
ESDA, MARYLAND
43 7240 WISCONSIN AVE.

55	RECORD NO.
0'	J-377 R

EEP

Baltimore, Md., April 5, 1955

Bethesda, Md. - Proposed conveyance of land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street, Portion of Parcels 4 and 6 - V. S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

Attached are respective sets of Secretary's and Trustees' (2) counterparts of papers required in connection with conveyance from The Metropolitan Southern Railroad Company to The Covington Motor Company, Inc., of above referred to property, comprising 8,658 square feet; also three copies of recommendation form and prints showing the premises involved.

Sale of the property was authorized by you under date of October 27, 1954.

Will you please sign the Officers' certificate included in each counterpart, as well as two copies of the recommendation form, thereafter returning papers to this office so that I may progress the matter for formal authority.

E. E. PHIPPS
GBW.

GBW/ajb

Baltimore, Md., April 5, 1955

Bethesda, Md. - Proposed conveyance of land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street, Portion of Parcels 4 and 6 - V. S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

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Sale of the property was authorized by you under date of October 27, 1954.

Will you please sign the Officers' certificate included in each counterpart, as well as two copies of the recommendation form, thereafter returning papers to this office so that I may progress the matter for formal authority.

E. H. PHIPPS

GBM/a;jp

March 17, 1955 jfd n

Mr. E. E. Phipps:

With reference to your letter of January 19th, 1955, concerning proposed lease of air rights over our Georgetown Branch, Bethesda, Md., to Roger W. Eisinger and others:

This proposal is satisfactory subject to conditions as outlined by Vice President Phipps, Chief Engineer Wagoner and General Manager Edwards in their respective responses to your request.

W. C. Baker

CC: Mr. J. W. Phipps, Jr.
Mr. K. J. Wagoner
Mr. J. Edwards, Jr.

March 14, 1955 jfd n

Mr. E. E. Phipps:

With reference to your letter of February 4th, having to do with inquiry received from Roger W. Eisinger and Marie Hall Eisinger, for a term lease on strip of land in the vicinity of Reed Street, Bethesda, Md.:

There is no objection from either an engineering or an operating standpoint to lease of this property for a term of 20 years, with understanding that it will be used solely for roadway purposes.

Noting that you have received copy of Vice President Phipps' letter of March 7th on this subject, you are authorized to grant the term lease on this property, terms and conditions to be satisfactory to you from a real estate viewpoint.

W. C. Baker

R

CC: Mr. J. W. Phipps, Jr.
Mr. K. J. Wagoner
Mr. J. Edwards, Jr.

On January 19th the General Real Estate Agent wrote concerning lease of land and air rights fronting along easterly side of Wiconsin Avenue, at Bethesda for the Eisinger interests.

Kindly advise if the proposal as outlined in General Real Estate Agent Phipps' letter is satisfactory to you.

W. C. B.

Answered by JWP letter of 3/10 - received 3/15

Tickler
3-24-55

March 14, 1955 jfd n

Mr. E. E. Phipps:

With reference to your letter of February 4th, having to do with inquiry received from Roger W. Eisinger and Marie Hall Eisinger, for a term lease on strip of land in the vicinity of Reed Street, Bethesda, Md.:

There is no objection from either an engineering or an operating standpoint to lease of this property for a term of 20 years, with understanding that it will be used solely for roadway purposes.

Noting that you have received copy of Vice President Phipps' letter of March 7th on this subject, you are authorized to grant the term lease on this property, terms and conditions to be satisfactory to you from a real estate viewpoint.

W. C. Baker

Copy to

Mr. J. W. Phipps, Jr.
Mr. K. J. Wagoner
Mr. J. Edwards, Jr.

ef. cy.

Baltimore - March 10, 1955.
File 67909

Mr. W. C. Baker:

Referring to the General Real Estate Agent's letter of January 19 concerning lease of air rights over our Georgetown Branch, Bethesda, Md., to Mr. R. W. Eisinger and others:

Attached is letter from Manager Industrial Development Arnold, March 7, which is self-explanatory. I concur in the recommendation to revise this lease and call attention particularly to the provision for rental reappraisal at the end of each 5-year period.

Shall be glad to know what is done.

J. W. Phipps, Jr.

cc - Mr. E. H. Burgess

Mr. E. E. Phipps

March 9, 1955

Bethesda, Md.
RHF.

7.

Mr. W. C. Baker:

Referring to letter written you under date of February 4 by GREA Phipps, relative to inquiry from Roger W. Eisinger, Sr., and Marie Hall Eisinger, for a term lease covering strip of land in vicinity of Reed Street, Bethesda, Md.

See no objections to granting this term lease providing there is a clear understanding that it will be used for a driveway only and will not be utilized for the erection of a permanent structure.

J. Edwards, Jr.

CC: Mr. K. J. Wagoner
Mr. E. E. Phipps

Baltimore, Md., March 7, 1955
4-8787

MR. J. W. PHIPPS, JR.: (67909)

Former VP Simpson's letter June 19, 1952 to VP Baker recommended lease of air rights at Bethesda, Md. to the Eisinger Mill & Lumber Co. That letter stated by leasing Eisinger the air rights over the tracks we were not tying up property susceptible to industrial development, but were putting to productive use an asset which heretofore had not paid us any revenue either from rental or traffic. The letter indicated traffic concurrence in the proposed lease for 30 years with one 10 year renewal. Stated differently, this was in accordance with what we are working toward right now - rental from lease or sale of air rights.

The papers received with your memorandum January 24, returned herewith, now propose that the license be changed to a straight term of of 51 years in lieu of the former arrangement which was good for 40 years. The reason for this is the desire of the lessee to further improve his property and our air rights by the expenditure of perhaps $200,000 for structures to be leased for commercial purposes and the storage of merchandise. To carry out the required financing, Mr. Eisinger has been told it is necessary that he have a lease for a straight term of 51 years, as requested.

Traffic value of these people at Bethesda for the past three years was as follows:

	Cars	Tons
1952	96	3,222
1953	86	2,828
1954	73	2,406

In addition, we handled at the Eisinger's new operation at Rockville, begun in September 1954, through to December 31, 1954, 13 cars, 380 tons.

Since we are already committed for a 40 year period, and with the proviso that our interests be protected by a clause providing for periodic revision of rental on reappraisal each 5 years, I have no objection to the proposal and recommend it as being in line with the general practice of selling or leasing air rights; FTM Witte concurs.

Parenthetically, this is nearby, but separate and distinct, from the proposed lease of a small strip of property for driveway purposes, covered in mine to you March 4.

GAYLE M. ARNOLD

Baltimore, Md., March 7, 1955
L-8787

MR. J. W. PHIPPS, JR.: (67909)

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GAYLE W. ARNOLD

EEP
cy JWP
KJW
JE
Re 1/19
Bethesda

Baltimore - March 7, 1955.
File 67909

Mr. W. C. Baker:

Referring to the General Real Estate Agent's letter February 4 concerning desire of Mr. Roger W. Eisinger, Sr., and his wife, Marie Hall Eisinger, to lease for twenty years a strip of our land near Reed Street, Bethesda, Md., now licensed Eisinger Mill & Lumber Company under instrument terminable at any time on thirty days notice:

Mr. Eisinger, Sr., formerly was a member of the firm of Eisinger Mill & Lumber Company. He recently withdrew from the firm and, with his son, Mr. Roger W. Eisinger, Jr., now operates the Eisinger Builders' Supply Company at Rockville, Md. This concern started operations at Rockville in September, 1954, and up to December of that year we handled 13 cars for their account.

I have no objection to leasing Mr. Eisinger and his wife the small strip of land desired for a period of twenty years. However, I recommend a provision be included in the lease enabling a revision in the rent, if we desire, at the end of each five-year period. Vacant property at Bethesda undoubtedly will increase in value as time goes on and we should be protected on adequate rental return for the land.

The existing lease with the Eisinger Mill & Lumber Company will have to be cancelled, of course, and I am agreeable to this. Such action will have no effect on our traffic relations with this concern.

J. W. Phipps, Jr.

cc - Mr. E. H. Burgess

Mr. E. E. Phipps

Baltimore - March 7, 1955.
File 67909

Mr. W. G. Baker:

Referring to the General Real Estate Agent's letter February 4 concerning desire of Mr. Roger W. Ehringer, Sr., and his wife, Marie Hall Ehringer, to lease for twenty years a strip of our land near Reed Street, Bethesda, Md., now licensed Ehringer Mill & Lumber Company under instrument terminable at any time on thirty days notice:

Mr. Ehringer, Sr., formerly was a member of the firm of Ehringer Mill & Lumber Company. He recently withdrew from the firm and, with his son, Mr. Roger W. Ehringer, Jr., now operates the Ehringer Builders' Supply Company at Rockville, Md. This concern started operations at Rockville in September, 1954, and up to December of that year, we handled 13 cars for their account.

I have no objection to leasing Mr. Ehringer and his wife the small strip of land desired for a period of twenty years. However, I recommend a provision be included in the lease enabling a revision in the rent, if we desire, at the end of each five-year period. Vacant property at Bethesda undoubtedly will increase in value as time goes on and we should be protected on adequate rental return for the land.

The existing lease with the Ehringer Mill & Lumber Company will have to be cancelled, of course, and I am agreeable to this. Such action will have no effect on our traffic relations with this concern.

E. W. Phipps, Jr.

cc - Mr. E. H. Burgess
Mr. E. E. Phipps

1955 MAR 10 AM 9:18

[VICE PRES.-OPRN.-MAINT.]
B & O

February 28, 1955 jfd n

Mr. J. W. Phipps, Jr. -

On January 19th the General Real Estate Agent wrote concerning agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue, Bethesda, Md., to the Eisinger interests in connection with shopping center they propose to erect at that point.

Kindly advise if the proposal outlined by the General Real Estate Agent has your concurrence.

W. C. Baker D

Tickler
3-10-55

February 28, 1955 jfd n

Mr. J. W. Phipps, Jr. -

On February 4th the General Real Estate Agent wrote regarding inquiry from Roger W. Eisinger, Sr., and Marie Hall Eisinger, for a term lease covering strip of land in the vicinity of Reed Street Bethesda, Md.

This proposal is satisfactory from an engineering viewpoint, with the understanding it will be used solely for roadway purposes.

Please give me the benefit of your views in this matter.

W. C. Baker

CC: Mr. J. Edwards, Jr.

Does this proposal have your concurrence?

W. C. B.

Tickler
3-10-55

7

Bethesda, Md.
R44

February

Baltimore, Md., January 24, 1955

Bethesda, Md. - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1 (2) - Roger W. Eisinger, Sr., Marie Hall Eisinger, Roger W. Eisinger, Jr., and Lois A. Eisinger.

Request for change in term.

Mr. J. W. Phipps, Jr.:

Referring to copy to you of my communication of January 19, 1955, addressed to Vice President W. C. Baker, relative to above subject.

Mr. Roger W. Eisinger, Jr., has been in touch with us and is requesting we let him have a prompt reply. Therefore, anything you can do to hurry the matter along will certainly be appreciated.

JWP Jr
2 propositions

E. E. PHIPPS

GBW/ajb
Copy to:
Mr. W. C. Baker

Baltimore, Md., January 24, 1955

Bethesda, Md. - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1 (2) - Roger W. Ehinger, Sr., Marie Hall Ehinger, Roger W. Ehinger, Jr., and Lois A. Ehinger.

Request for change in term.

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Mr. Roger W. Ehinger, Jr., has been in touch with us and is requesting we let him have a prompt reply. Therefore, anything you can do to hurry the matter along will certainly be appreciated.

1955 FEB 28 PM 12:03

E. E. Phipps

VICE PRES.-OPRN.-MAINT.
B & O

GEM/ajb
Copy to:
Mr. W. C. Baker

Bethesda, Md.
R. 44

7

Baltimore, Md., February 23, 1955

Bethesda, Md. - Inquiry for term lease covering strip of land in vicinity of Reed Street - V. S. 24.1(2) - Roger W. Eisinger, Sr., and Marie Hall Eisinger.

Mr. J. W. Phipps, Jr.
Mr. J. Edwards, Jr.

Referring to copy to you of my communication of February 4, 1955, addressed to Vice President W. C. Baker, in connection with above subject.

As Mr. Roger W. Eisinger, Sr., is pressing us for a decision, anything you can do to hurry the matter along will be appreciated.

E. E. PHIPPS

GBW/ajb
Copy to:
Mr. W. C. Baker

2 proposals active

Baltimore, Md., February 23, 1955

Bethesda, Md. - Inquiry for term lease covering strip
of land in vicinity of Rood Street -
V. S. 2h.1(2) - Roger W. Kleinger, Sr.,
and Marie Hall Kleinger.

Mr. J. W. Phipps, Jr.
Mr. J. Edwards, Jr.

Referring to copy to you of my communication of February 1, 1955, addressed to Vice President W. C. Baker, in connection with above subject.

As Mr. Roger W. Kleinger, Sr., is pressing us for a decision, anything you can do to hurry the matter along will be appreciated.

E. K. SHUPPS

GHW/ajb
Copy to:
Mr. W. C. Baker

V proposals
active

February 18, 1955 jfd n

Mr. J. W. Phipps, Jr. -

On January 19th the General Real Estate Agent wrote concerning agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue, Bethesda, Md., to the Eisingers in connection with shopping center contemplated to be erected on land controlled by them.

Kindly advise if the proposal in connection with use of this property by McCrory's Five & Ten Cent Store is satisfactory to you.

W. C. Baker

Tickler
3-1-55

Bethesda, Md.
RHA -

7

Baltimore - February 17, 1955

Bethesda, Md. - Inquiry for term lease covering strip of land in vicinity of Reed Street - V.S. 24.1(2) - Roger W. Eisinger, Sr., and Marie Hall Eisinger

Mr. W. C. Baker:

Referring to footnote on letter dated February 4 to you from General Real Estate Agent Phipps regarding desire of Mr. Roger W. Eisinger and wife to lease for a period of 20 years, a strip of railroad property to be used as access via Reed Street to the rear of property owned by the Eisingers fronting on Rockville Turnpike.

There is no objection from an engineering standpoint to leasing for a term of 20 years the strip of property outlined in green on print attached to Mr. Phipps' letter, with the understanding it will be used solely for roadway purposes.

K. J. Wagener

cc - Mr. J. Edwards, Jr.
Mr. E. E. Phipps

Baltimore - February 17, 1955

Bethesda, Md. - Inquiry for term lease covering strip of land
in vicinity of Reed Street - V.S. 24.1(2) -
Roger W. Eisinger, Sr., and Marie Hall Eisinger

Mr. W. C. Baker:

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There is no objection from an engineering standpoint to leasing for a term of 20 years the strip of property outlined in green on print attached to Mr. Phipps' letter, with the understanding it will be used solely for roadway purposes.

K. L. Wagner

cc - Mr. J. Edwards, Jr.
Mr. E. E. Phipps

Bethesda Rd

7

Baltimore, Md., February 4, 1955

Bethesda, Md. - Inquiry for term lease covering strip of land in vicinity of Reed Street - V. S. 24.1(2) - Roger W. Eisinger, Sr., and Marie Hall Eisinger.

Mr. W. C. Baker:

By license dated June 30, 1945, terminable at any time on thirty days' written notice, The Eisinger Mill & Lumber Company, Inc., is permitted to use strip of land approximately 10' x 200' in vicinity of Reed Street, Bethesda, Maryland, as outlined in green on attached blue print, for providing ingress and egress between the Eisinger property at point marked by red "X" and Reed Street.

Recently, Mr. Roger W. Eisinger, Sr., informed us that he and his wife, Mrs. Marie Hall Eisinger, now hold title to property at point marked by red "X" on the print, which is known as 7240 Wisconsin Avenue. They have under consideration constructing a building and leasing it, along with their land, to Saks, the Furrier, of Washington, D. C.

The Eisingers are financing the arrangement through the Equitable Life Insurance Company and latter, before it will consent to making loan, insists that the Eisingers have control of access driveway from Reed Street to the rear of their property for a term of twenty years, which we understand will be the life of mortgage the Eisingers are endeavoring to obtain from the Insurance Company.

Title to the premises involved is such that Railroad Company can grant a term lease.

Copy of this communication is being sent Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner

Tickler for Feb. 24th OK N

and General Manager J. Edwards, Jr., with request they furnish you direct their views and recommendations.

When you are in position to do so, will you kindly have me instructed in the matter.

E. E. PHIPPS

GBW/ajb
Copy to:
Mr. J. W. Phipps, Jr. OK 3-7-55
Mr. K. J. Wagoner — OK 2/17/55
Mr. J. Edwards, Jr. 0

BETHESDA, MD.

SCALE 1 IN=100FT.

V.S. 24.1 / 2

4° 15'
I = 39° 25'

Bridge # 5A
O.H. Conc. & I-Beam Hwy Br.

167+264 T.C.

(WISCONSIN AVE.) TURNPIKE

Paving

Edge of Br.

168+678 8" Water

T.B. Inc. Pav.

Bridges Wk.

Covington Co.

ST.

BETHESDA

175+174 & 24" T.C. & C.I.Ps.

175+517 P.S.

175+44± Penstock

176+558 C.T.

City Sign

MH

4 W.W.F.

REED

No. 20

153.32

Platform

SB Ft'T Ho

No. 13

No. 15

No. 17

No. 18

22
-19-

R.M.

64.90

62.57

R 13865

R 13555

L=183.66

L=179.55

I.P.

96.82

200'

N 56°44'

N 50°52'09"W

N 28°43'17"W

N 38°59'43"W

R 13555

L 20008

4" C.I.P L=12'

L=247'

R=146

100.3'

O.P. R/W

No. 9

21
-1-

No. 11

R=1482.4'

N 62°04'10"E

254.09'

Telephone Stand

Transformer

L=280'

R 14695

L=290

L=226.88

201.44'

N 45°41'12"E

16.17'

N 87°25'30"E

ELM ST.

No. 8

No. 10

No. 12

No 16

ROCKVILLE

S 19°36'30"E

Storm Sewer

170

170+894 P.S.

171+53.1 PF #8

172+90.4 Derail

PF #8

173+552 P.S.

Pt. of Way Line Own. Pt.

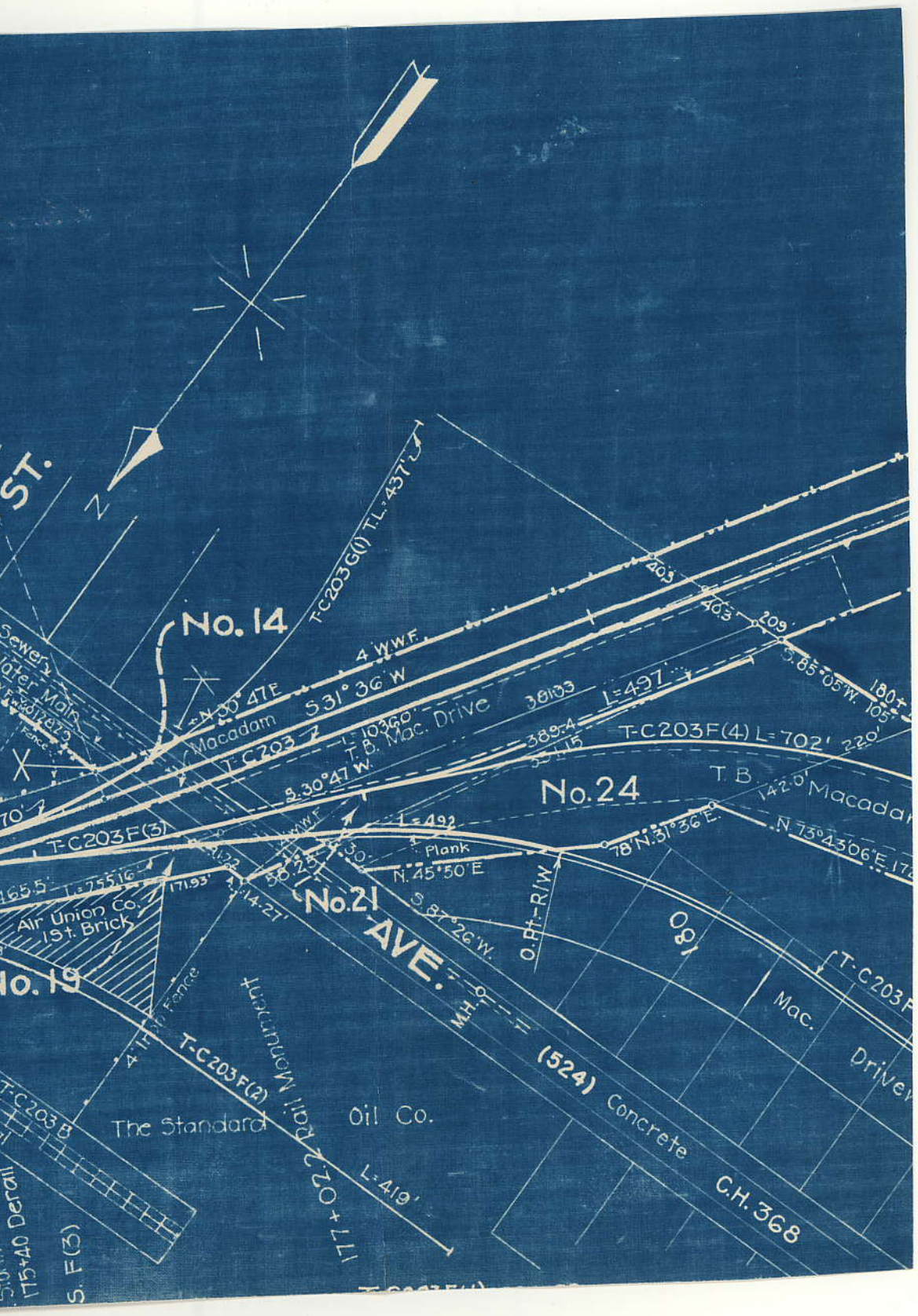
174+313 PF #10

134 Tile Warehouse

Griffith Consumers Co.

Storm Sewer

175+40 Derail


ST.
No. 14
T-C203G(1) T.L.=437'
4' W.W.F.
N 30° 47' E
S 31° 36' W
Macadam
T-C203
T.B. Mac. Drive
S 30° 47' W.
L=497'
T-C203F(4) L=702'
No. 24
T.B.
Macadam
T-C203F(3)
L=492
Plank
N. 45° 50' E
N 73° 43' 06" E
78' N. 31° 36' E.
No. 21
AVE.
S. 87° 26' W.
O.Ft.-R/W
M.H.
Air Union Co.
1st. Brick
No. 19
T-C203F(2)
Macadam Path
The Standard Oil Co.
(524) Concrete
C.H. 368
Mac.
Driver
T-C203B
L=419'
S.F(3)

February 3, 1955

Bethesda Md Lease

7.

Mr. W. C. Baker:

Referring to footnote on letter written you under date of January 19 by General Real Estate Agent Phipps, relative to agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue, Bethesda, Maryland, for Rodger W. Eisinger, Sr., Marie Hall Eisinger, Rodger W. Eisinger, Jr., and Lois A. Eisinger.

See no objections to granting lease covering the three parcels of property for a period of 51 years instead of the lease for 25 years with option to extend lease for an additional 15 years.

J. Edwards, Jr.

CC: Mr. K. J. Wagoner
Mr. E. E. Phipps

February 3, 1955

Mr. W. C. Baker:

Referring to footnote on letter written you under date of January 19 by General Real Estate Agent Phipps, relative to agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue, Bethesda, Maryland, for Rodger W. Eisinger, Sr., Marie Hall Eisinger, Rodger W. Eisinger, Jr., and Lois A. Eisinger.

See no objections to granting lease covering the three parcels of property for a period of 51 years instead of the lease for 25 years with option to extend lease for an additional 15 years.

1955 FEB 4 PM 3:19

J. Edwards, Jr.

cc: Mr. K. J. Wagoner B&O
Mr. E. E. Phipps

VICE PRES.-OPRN.-MAINT.

Bethesda Blvd

7.

Baltimore - January 21, 1955

Bethesda, Md. - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1(2) - Rodger W. Eisinger, Sr., Marie Hall Eisinger, Roger W. Eisinger, Jr., and Lois A. Eisinger

Mr. W. C. Baker:

Referring to joint footnote on letter dated January 19 to you from General Real Estate Agent Phipps regarding desire of above parties to extend term under which they propose to occupy properties outlined in green on print attached to Mr. Phipps' letter.

There is no objection from an engineering standpoint to permitting occupation of the properties hatched in red, yellow and purple on the print, under separate leases running for a period of 51 years each.

K. J. Wagoner

cc - Mr. J. Edwards, Jr.
Mr. E. E. Phipps

Baltimore - January 21, 1955

Bethesda, Md. - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1(2) - Roger W. Heinger, Sr., Marie Hall Heinger, Roger W. Heinger, Jr., and Lois A. Heinger

Mr. W. C. Baker:

Referring to joint footnote on letter dated January 19 to you from General Real Estate Agent Phipps regarding desire of above parties to extend term under which they propose to occupy properties outlined in green on print attached to Mr. Phipps' letter.

There is no objection from an engineering standpoint to permitting occupation of the properties hatched in red, yellow and purple on the print, under separate leases running for a period of 51 years each.

K. J. Wagoner

cc - Mr. J. Edwards, Jr.
Mr. R. E. Phipps

7

Bethesda Md R44

Baltimore, Md., January 19, 1955

Bethesda, Md. - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1 (2) - Rodger W. Eisinger, Sr., Marie Hall Eisinger, Roger W. Eisinger, Jr., and Lois A. Eisinger.

Mr. W. C. Baker:

Referring to your communication of March 18, 1954, with which you returned the above agreement bearing date of March 5, 1954, executed on behalf of The Baltimore and Ohio Railroad Company and The Metropolitan Southern Railroad Company.

That document granted the Eisingers, in connection with shopping center contemplated to be erected on land controlled by them, right to construct and maintain building, or part thereof, together with concrete slab or deck for purpose of providing parking facilities for patrons of shopping center over, above and across certain property of Railroad Company as outlined in green on attached print. It runs for a term of twenty-five years with option to renew for an additional fifteen years.

Recently, we were informed by Mr. Roger W. Eisinger, Jr., that land along Wisconsin Avenue to the north of that covered by the agreement in question is no longer controlled by him and his father; consequently, plans for development of our property have been altered.

The Eisingers are now carrying on negotiations with McCrory's Five & Ten Cent Store people for use of eighty-five foot frontage on Wisconsin Avenue with a depth of one hundred seventy feet, together with another parcel approximately twenty feet by sixty-three feet in rear, all as indicated in yellow on the print. They estimate to cover over the tunnel and erect building for

Tickler for 2-17-55
Tickler 3-1-55

Baltimore, Md., January 19, 1955

Bethesda, Md. - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1 (2) - Roger W. Heisinger, Sr., Marie Hall Heisinger, Roger W. Heisinger, Jr., and Lois A. Heisinger.

Mr. W. C. Baker:

Referring to your communication of March 18, 1954, with which you returned the above agreement bearing date of March 5, 1954, executed on behalf of The Baltimore and Ohio Railroad Company and The Metropolitan Southern Railroad Company.

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VICE PRES.-OPRN.-MAINT.
B & O

Ticklet for 2-17-55
Ticklet 3-1-55

McCrory will cost in the neighborhood of $200,000.00. The structure they have in mind will contain two floors of 12,750 square feet each; first floor to be used for store purposes and the second floor for storage of merchandise.

In order to carry out required financing, Mr. Eisinger states it will be necessary they now have a lease running for a straight term of fifty-one years on the property in which McCrory is interested. The Eisingers are also optimistic about concluding arrangements for improving balance of the property, being the two parcels shown in red and purple. The latter site will, no doubt, be used for parking purposes. As they anticipate same difficulty in connection with their financing in so far as these two parcels are concerned, they would also like to obtain leases running for fifty-one years on that property. In other words, they are now requesting three separate leases, each running for a period of fifty-one years.

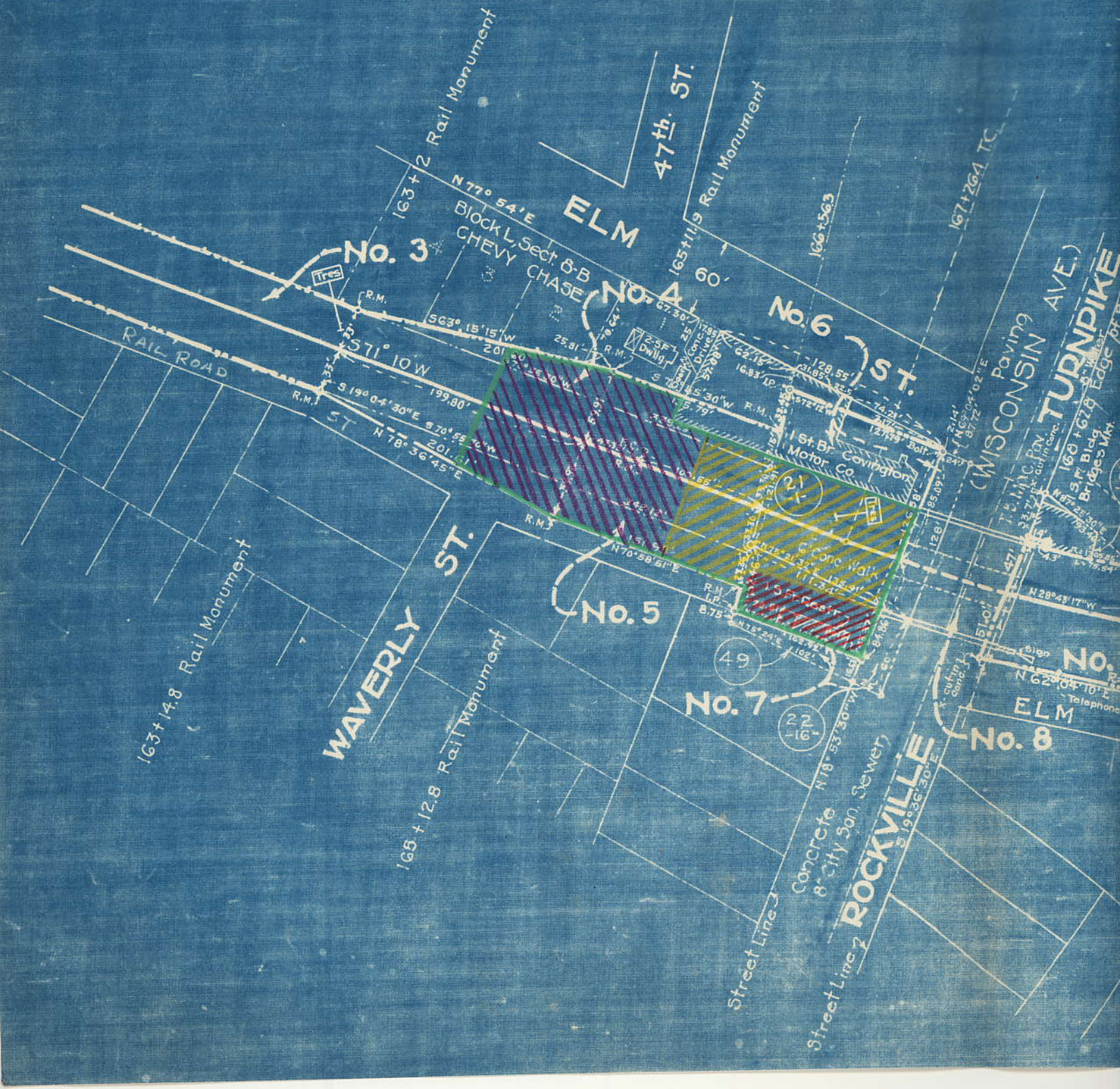
Copy of this communication is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner and General Manager J. Edwards, Jr., with request they furnish you direct their views and recommendations.

When you are in position to do so, will you kindly have me instructed in the matter.

E. E. PHIPPS

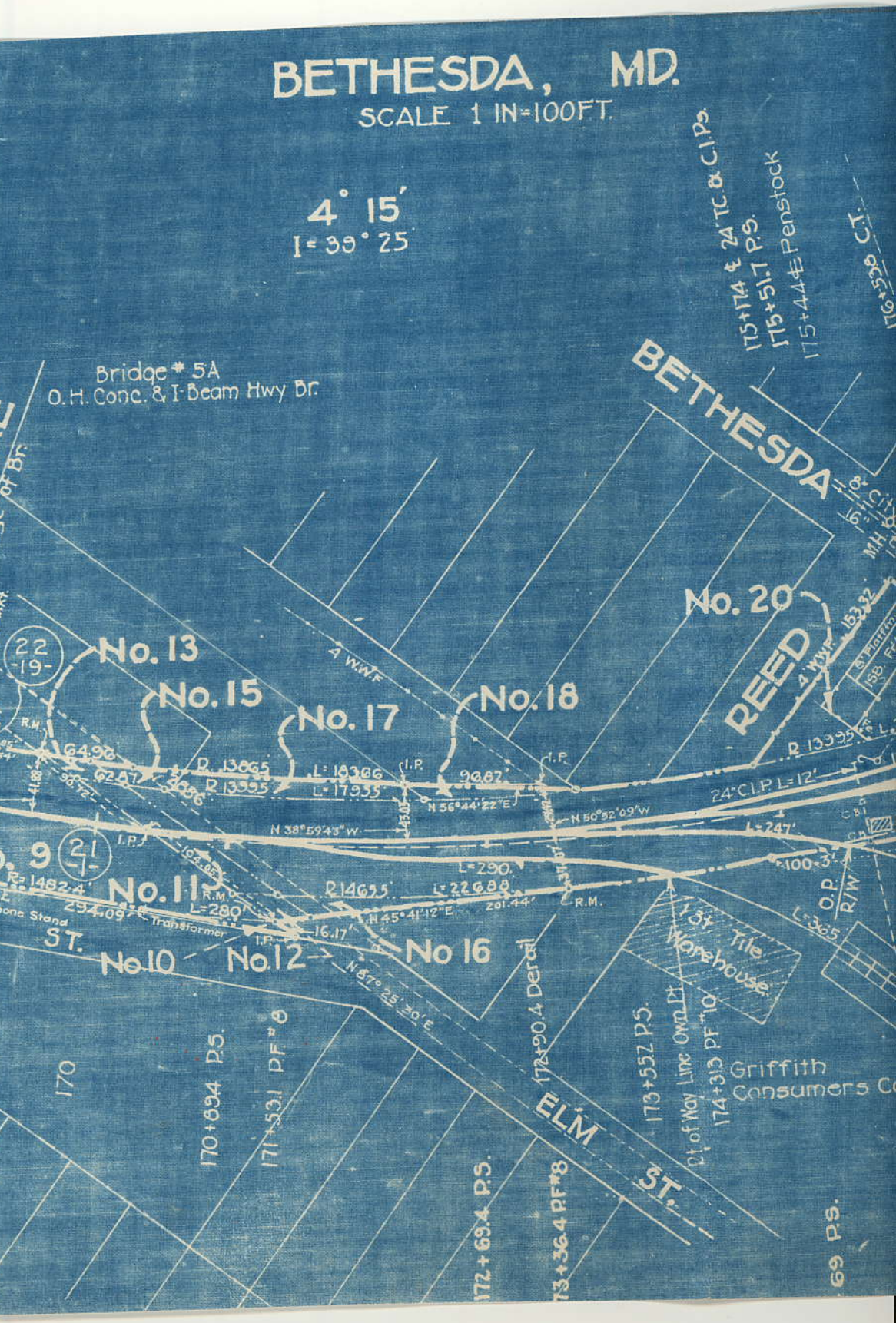
GBW/ajb
Copy to:
Mr. J. W. Phipps, Jr.
Mr. K. J. Wagoner OK. 1/24
Mr. J. Edwards, Jr. OK. 2/3

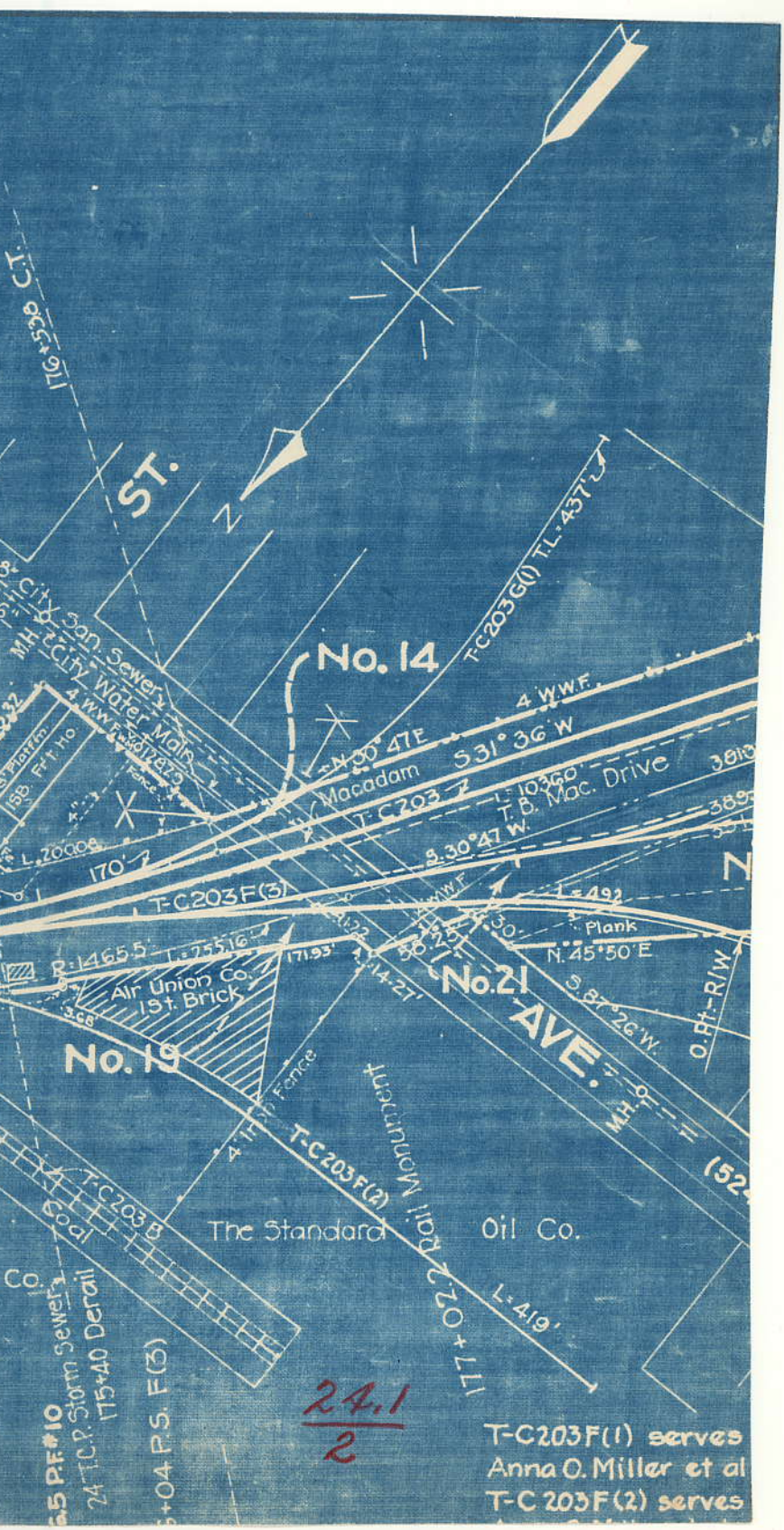
MONTGOMERY CO., MD.



BETHESDA, MD.

SCALE 1 IN=100FT.




ST.
N
No. 14
No. 19
No. 21
AVE.
City San. Sewer
City Water Main
4 W.W.F.
Macadam
S 31° 36' W
T.B. Mac. Drive
S. 30°47' W.
T-C203
T-C203G(1) T.L.=437'
T-C203F(3)
T-C203F(2)
T-C203B
Plank
N. 45°50' E
S. 87°26' W.
O.Ht.-R/W
Air Union Co.
1st. Brick
The Standard Oil Co.
Coal
Co.
Fence
Rail Mountain
L=419'
177+02
176+55
175+40 Derail
24" T.C.P. Storm Sewer
24.1
2
T-C203F(1) serves
Anna O. Miller et al
T-C 203F(2) serves

October 27, 1954 wlf/v

Mr. E. E. Phipps:

Referring to your letters of July 19 and October 13, and returning print on which is shown outlined in green a parcel of property fronting Wisconsin Avenue, Bethesda, Md., which it is proposed to sell to the Covington Motor Company, Inc.

Attached is copy of letter addressed to President Simpson under date of October 20 and on basis of conditions outlined therein, arrangements may be made to proceed accordingly.

If the transaction is consummated, please see that Form 940 is submitted in due course.

W. C. Baker

R

Blind copy to -
Mr. K. J. Wagoner (2)

Baltimore, October 25,1954

Mr. W. C. Baker:

Referring to your letter of October 20, 1954, requesting approval to dispose of property at Bethesda, Maryland, to the Covington Motor Company who have been leasing this property.

The proposition as outlined has my approval, and you may arrange thru our General Real Estate Agent to conclude the transaction as indicated.

Print accompanyin your letter is returned.

H. E. Simpson -

Baltimore, October 25, 1954

Mr. W. C. Baker:

Referring to your letter of October 20, 1954, requesting approval to dispose of property at Bethesda, Maryland, to the Covington Motor Company who have been leasing this property.

The proposition as outlined has my approval, and you may arrange thru our General Real Estate Agent to conclude the transaction as indicated.

Print accompanyin your letter is returned.

H. E. Simpson -

October 20, 1954 wlf/v

Mr. Simpson:

In order to permit the operation of an automobile showroom and garage, we negotiated with the Covington Motor Company a lease covering property at Bethesda, Md., as shown outlined in green on attached print. This lease which was executed on behalf of the railroad company on June 18, 1954, was for a period of 20 years and provided for payment of a rental of $2,100 per annum, plus taxes and assessments.

However, the Motor Company now states it has been unable to work out any arrangement with the several banks and insurance companies it has contacted. Those people are insisting, before a loan is made, that the Motor Company, in addition to owning the improvements on the property, should also have title to the land. Under the circumstances, the Motor Company has made application to purchase our premises.

Original cost and book value of the green parcel is .....$5,182.50.
Assessed value for the year 1954 amounted to $22,770.00
and taxes for 1954 amounted to .....$ 537.37.
We expect to receive for the land, which contains approximately 8626 sq. ft. .....$40,000.00.
The sale price is not less than present day market value as ascertained by appraisal of an independent expert.

The Motor Company is not in position to give us much traffic. However, the land desired is not suitable for industrial development, being about 20 ft. above our main track.

In view of the circumstances and as the property is not needed for railroad purposes, I recommend that it be sold to the Covington Motor Company under terms and conditions satisfactory to our General Real Estate Agent and at the price mentioned. Vice President Phipps concurs in this recommendation.

Vice President Burgess approves the sale and shall be glad to have your authority to proceed on the basis outlined.

W. C. Baker

October 20, 1954 wlf/v

Mr. Simpson:

In order to permit the operation of an automobile showroom and garage, we negotiated with the Covington Motor Company a lease covering property at Bethesda, Md., as shown outlined in green on attached print. This lease which was executed on behalf of the railroad company on June 18, 1954, was for a period of 20 years and provided for payment of a rental of $2,100 per annum, plus taxes and assessments.

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In view of the circumstances and as the property is not needed for railroad purposes, I recommend that it be sold to the Covington Motor Company under terms and conditions satisfactory to our General Real Estate Agent and at the price mentioned. Vice President Phipps concurs in this recommendation.

Vice President Burgess approves the sale and shall be glad to have your authority to proceed on the basis outlined.

W. C. Baker

THE METROPOLITAN SOUTHERN RAILROAD COMPANY

RECOMMENDATION FOR SALE OF PROPERTY

1. LOCATION	SECTION AND MAP NO.	PARCEL
Bethesda, Maryland	V. S. 24.1(2)	Portions of Parcels 4 & 6

2. DESCRIPTION AND AREA

Being approximately 8,626 square feet fronting on easterly side of Wisconsin Avenue, acquired by The Metropolitan Southern Railroad Company in 1891 and 1910, as outlined in green on attached print.

3. REASON FOR SALE

Not required for Railroad purposes.

4. PURCHASER

The Covington Motor Company, Inc.

5. INTENDED USE

Operating automobile showroom and garage.

6. PRICE AND COST

(a)	Sale price	$40,000.00
(b)	Original cost	$ 5,182.50
(c)	Book value	$ 5,182.50
(d)	Assessed value year 1954-55	$22,770.00
(e)	Taxes for year 1954-55	$ 537.37
(f)	Sales commission (if any)	$ None

7. MORTGAGE

First Mortgage of May 26, 1894, and Improvement Mortgage of March 1, 1932.

8. REMARKS

Sale price is not less than present day market value as ascertained by appraisal of an independent expert.

Approved
E.H.B.
Dir. C.P.
10/18/54.

RECOMMENDED BY:

Vice President Operation-Maintenance

DATE: _____

E. E. Shoop

General Real Estate Agent

THE METROPOLITAN SOUTHERN RAILROAD COMPANY

RECOMMENDATION FOR SALE OF PROPERTY

VICE PRES.-OPRN.-MAINT.

	SECTION AND MAP NO.	PARCEL
1. LOCATION Pothsada, Maryland	V. S. 24.1(2)	Portions of Parcels 1 & 6

1954 OCT 20 AM 8 57

2. DESCRIPTION AND AREA

Being approximately 8,626 square feet fronting on southerly side of Wisconsin Avenue, acquired by The Metropolitan Southern Railroad Company in 1891 and 1910, as outlined in green on attached print.

3. REASON FOR SALE

Not required for Railroad purposes.

4. PURCHASER

The Covington Motor Company, Inc.

5. INTENDED USE

Operating automobile showroom and garage.

6. PRICE AND COST

(a) Sale price $40,000.00

(b) Original cost . . . . . $ 5,182.50

(c) Book value . . . . . $ 5,182.50

(d) Assessed value year 19~~54~~-55 . . . . . $22,770.00

(e) Taxes for year 19~~54~~-55 . . . . . $ 537.37

(f) Sales commission (if any) . . . . . $ None

7. MORTGAGE

First Mortgage of May 26, 1891, and Improvement Mortgage of March 1, 1922.

8. REMARKS

Sale price is not less than present day market value as ascertained by appraisal of an independent expert.

Approved
E.H.K.
Pres.
10/18/54.

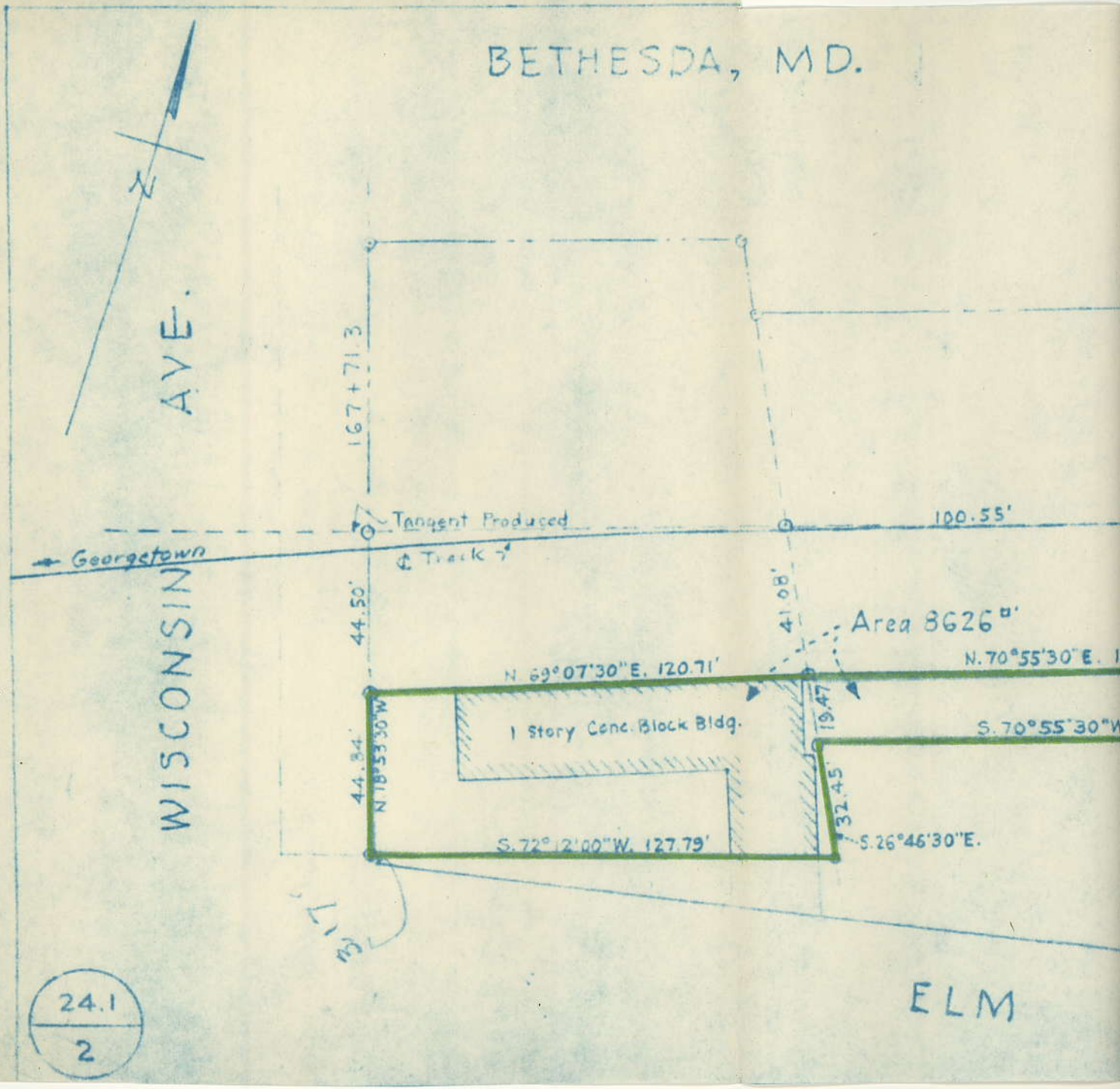
RECOMMENDED BY:

Vice President Operation-Maintenance

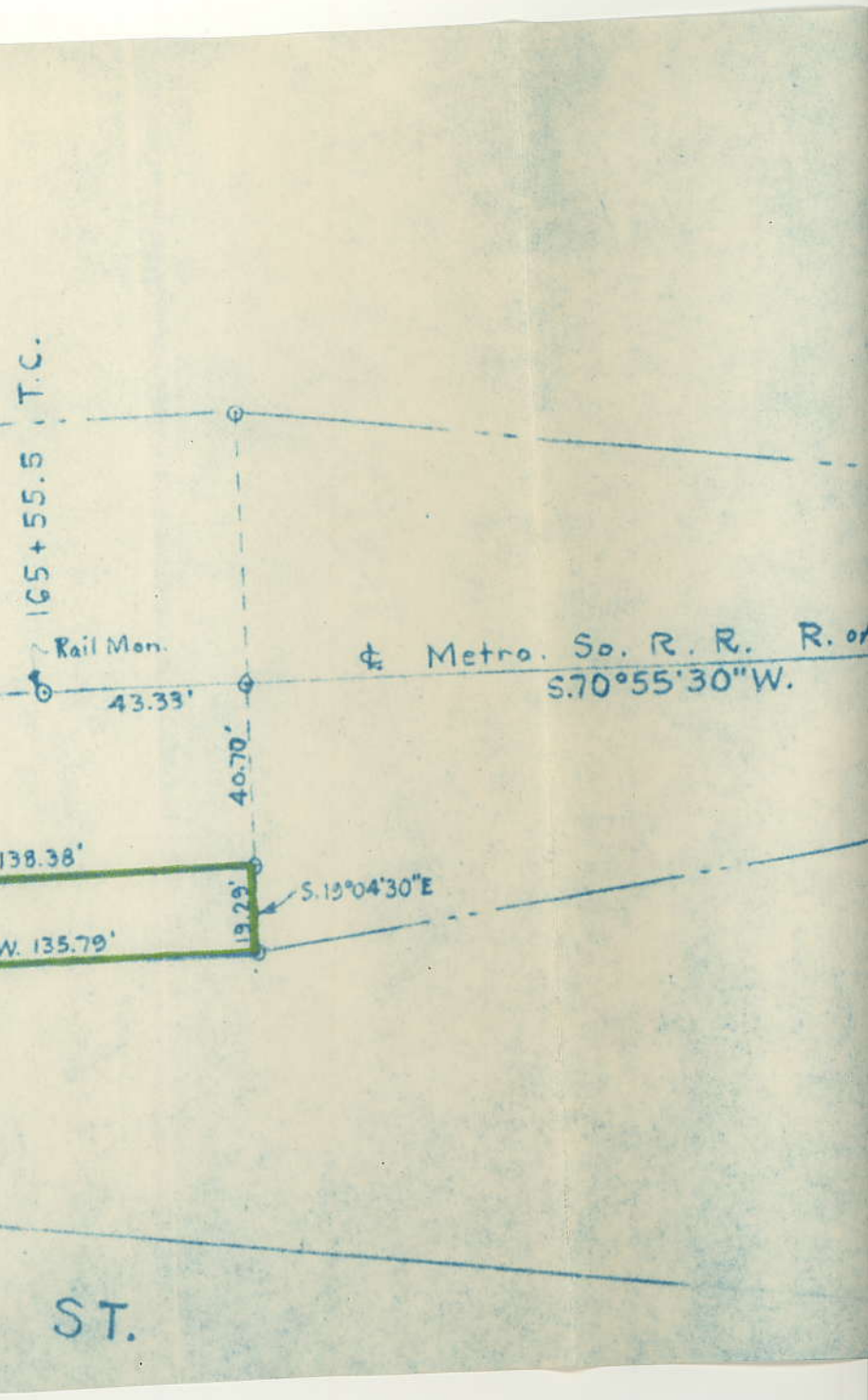
General Real Estate Agent

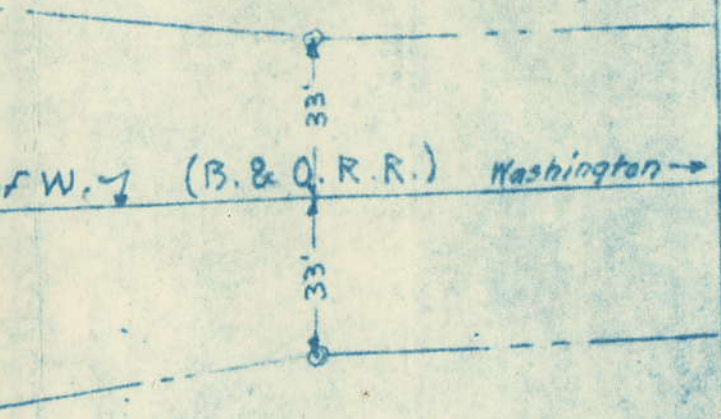
DATE: _____

BETHESDA, MD.



24.1
2


165 + 55.5 T.C.
Rail Mon.
℄ Metro. So. R. R. R. of
S.70°55'30"W.
43.33'
40.70'
138.38'
S.19°04'30"E
19.29'
W. 135.79'
ST.



THE BALTIMORE AND OHIO SYSTEM

METROPOLITAN SOUTHERN RAILROAD CO.

BALTIMORE DIVISION BETHESDA, MD.

PROPERTY TO BE LEASED TO

COVINGTON MOTOR COMPANY, INC.

Scale: 1" = 40' June 28, 1948

Office of Chief Engineer

Baltimore, Md.

Bethesda, Md.
R48.

Baltimore, Md., October 13, 1954

Bethesda, Md. - Proposed sale of land fronting along easterly side of Wisconsin Avenue in vicinity of Elm Street - V.S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

In accordance with your communication of August 24, 1954, pertaining to above subject, I am enclosing recommendation form.

Two copies of the form are being sent to Vice President and General Counsel with request he initial and forward one copy to you stating the sale has his approval from a legal standpoint.

E. E. PHIPPS

GBW/ajb
Copy to:
Mr. E. H. Burgess

Baltimore, Md., October 13, 1954

Bethesda, Md. - Proposed sale of land fronting along
easterly side of Wisconsin Avenue in
vicinity of Elm Street - V.S. 24.1(2) -
The Covington Motor Company, Inc.

Mr. W. C. Baker:

In accordance with your communication of August 24, 1954, pertaining to above subject, I am enclosing recommendation form.

Two copies of the form are being sent to Vice President and General Counsel with request he initial and forward one copy to you stating the sale has his approval from a legal standpoint.

E. E. PHIPPS

GDW/ajb
Copy to:
Mr. E. H. Burgess

THE METROPOLITAN SOUTHERN RAILROAD COMPANY
RECOMMENDATION FOR SALE OF PROPERTY

1. LOCATION	SECTION AND MAP NO.	PARCEL
Bethesda, Maryland	V. S. 24.1(2)	Portions of Parcels 4 & 6

2. DESCRIPTION AND AREA

Being approximately 8,626 square feet fronting on easterly side of Wisconsin Avenue, acquired by The Metropolitan Southern Railroad Company in 1891 and 1910, as outlined in green on attached print.

3. REASON FOR SALE

Not required for Railroad purposes.

4. PURCHASER

The Covington Motor Company, Inc.

5. INTENDED USE

Operating automobile showroom and garage.

6. PRICE AND COST

(a)	Sale price	$40,000.00
(b)	Original cost	$ 5,182.50
(c)	Book value	$ 5,182.50
(d)	Assessed value year 1954-55	$22,770.00
(e)	Taxes for year 1954-55	$ 537.37
(f)	Sales commission (if any)	$ None

7. MORTGAGE

First Mortgage of May 26, 1894, and Improvement Mortgage of March 1, 1932.

8. REMARKS

Sale price is not less than present day market value as ascertained by appraisal of an independent expert.

RECOMMENDED BY:

Vice President Operation-Maintenance

DATE: _____

E. E. Shipp

General Real Estate Agent

September 3, 1954

Bethesda, Md
R44
7.

Mr. E. E. Phipps:

Referring to your letter of August 16th and Chief Engineer Wagoner's letter of August 17th, concerning proposed lease for air rights in the west side of Wisconsin Avenue, Bethesda, Md. on the Georgetown Branch.

See no objection to the proposed leasing of the additional 300 feet on the same terms as provided in the lease dated March 5, 1954 to Eisingers.

It is our suggestion if the lease is granted that the minimum side clearance of 18 feet from the center line of siding is maintained the same as the clearance to the center line of main track with an overhead clearance of 22 ft. above top of rail.

Otherwise see no objections to granting of the lease.

J. Edwards, Jr.

cc: Mr. W. C. Baker
Mr. K. J. Wagoner

VICE PRES.-OPRN.-MAINT.
B & O

1954 SEP 7 PM 12 12

August 24, 1954 wlf/v

Mr. E. E. Phipps:

Referring to your letter of July 19, regarding desire of the Covington Motor Company, Inc., to purchase portion of our property fronting Wisconsin Avenue, Bethesda, Md.

Please submit "Recommendation" form so that this matter may be taken up for executive approval.

W. C. Baker

R

Baltimore - August 20, 1954.
File 77655

Bethesda, Md.
R44

Mr. W. C. Baker:

Yours August 10 regarding proposed sale of property at Bethesda, Md., to the Covington Motor Company:

My understanding is these people desire to remodel their building and cannot obtain the necessary loan without ownership of the property.

Since last March we have handled only five cars for account the Motor Company, received at Silver Spring. They are not in position to give us much traffic. However, the land desired is not suitable for industrial development, being about 20 feet above our main track, and I have no objection to the sale.

J. W. Phipps, Jr.

cc - Mr. E. H. Burgess

Mr. E. E. Phipps

Bethesda, Md
R-54

Baltimore - August 17, 1954

Bethesda, Maryland - Inquiry to lease air rights fronting along westerly side of Wisconsin Avenue - V.S. 24.1(2) - Stone & Stone Company

Mr. E. E. Phipps:

Please refer to your letter of August 16 concerning inquiries for lease of air rights over the track and property of our Georgetown Branch, fronting on the westerly side of Wisconsin Avenue and extending in a westerly direction for a distance of 300 feet, at Bethesda, Maryland.

From an engineering standpoint, there are no objections to granting the privilege requested, provided the instrument to cover the arrangement contains the same stipulations that are in the document, dated March 5, 1954, between our Company and the Eisingers, covering air rights fronting on the easterly side of Wisconsin Avenue and extending in an easterly direction for a distance of 336 feet. The lease, however, should include any additional provisions suggested by the Operating Department for the protection of railroad operation through what you might consider a tunnel.

K. J. Wagoner

cc - Mr. W. C. Baker
Mr. J. Edwards, Jr.

Baltimore - August 17, 1954

Bethesda, Maryland - Inquiry to lease air rights fronting along westerly side of Wisconsin Avenue - V.S. 24.1(2) - Stone & Stone Company

Mr. E. E. Phipps:

Please refer to your letter of August 16 concerning inquiries for lease of air rights over the track and property of our Georgetown Branch, fronting on the westerly side of Wisconsin Avenue and extending in a westerly direction for a distance of 300 feet, at Bethesda, Maryland.

From an engineering standpoint, there are no objections to granting the privilege requested, provided the instrument to cover the arrangement contains the same stipulations that are in the document, dated March 5, 1954, between our Company and the Eisingers, covering air rights fronting on the easterly side of Wisconsin Avenue and extending in an easterly direction for a distance of 336 feet. The lease, however, should include any additional provisions suggested by the Operating Department for the protection of railroad operation through what you might consider a tunnel.

K. D. Wagoner

cc - Mr. W. C. Baker
Mr. J. Edwards, Jr.

August 10, 1954 - jfd-jas

Mr. J. W. Phipps, Jr:

On July 19th, General Real Estate Agent wrote concerning agreement with the Covington Motor Company, Inc., covering land fronting on easterly side of Wisconsin Avenue in the vicinity of Elm Street, Bethesda, Maryland, for operation of automobile showroom and garage.

Will you kindly furnish me with your views and recommendation as to this proposal, so that this matter may be disposed of.

W. C. Baker.

R

JWP.

July 29, 1954

7.

Mr. W. C. Baker:

Referring to letter written you under date of July 19 by GREA Phipps, relative to agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue in the vicinity of Elm Street, Bethesda, Md., for operating automobile showroom and garage, in favor of The Covington Motor Company, Inc.

The parcel extends up to within 40 feet of the center line of track. Present abutments of Bridge 5-A extend out approximately 39½ feet from centerline of track. In case the bridge is rebuilt, it is possible that part of the parcel would be required for abutments.

However, I am sure this was taken into consideration by Chief Engr. Wagoner prior to writing his letter of July 21.

J. Edwards, Jr.

CC: Mr. K. J. Wagoner
Mr. E. E. Phipps

J.W.P.Jr. To answer.

July 29, 1954

Mr. W. C. Baker:

Referring to letter written you under date of July 19 by GRBA Phipps, relative to agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue in the vicinity of Elm Street, Bethesda, Md., for operating automobile showroom and garage, in favor of The Bovington Motor Company, Inc.

The parcel extends up to within 40 feet of the center line of track. Present abutments of Bridge 5-A extend out approximately 39½ feet from centerline of track. In case the bridge is rebuilt, it is possible that part of the parcel would be required for abutments.

However, I am sure this was taken into consideration by Chief Engr. Wagoner prior to writing his letter of July 21.

J. Edwards, Jr.

cc: Mr. K. J. Wagoner
Mr. E. E. Phipps

J.W.E. To answer

Baltimore - July 21, 1954 Bethesda, Md. R48

Bethesda, Maryland - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street for operating automobile showroom and garage - V.S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

Referring to joint footnote on letter dated July 19 to you from General Real Estate Agent Phipps relative to desire of The Covington Motor Company, Inc. to purchase portion of property of our Metropolitan Southern Railroad Company fronting on Wisconsin Avenue. It is understood property in question is that for which you authorized a 20-year lease on March 5, 1954.

There is no objection from an engineering standpoint to sale of the property.

K. J. Wagoner

cc - Mr. J. Edwards, Jr.
Mr. E. E. Phipps

Baltimore - July 21, 1954

Bethesda, Maryland - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street for operating automobile showroom and garage - V.S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

Referring to joint footnote on letter dated July 19 to you from General Real Estate Agent Philpps relative to desire of The Covington Motor Company, Inc. to purchase portion of property of our Metropolitan Southern Railroad Company fronting on Wisconsin Avenue. It is understood property in question is that for which you authorized a 20-year lease on March 5, 1954.

There is no objection from an engineering standpoint to sale of the property.

K. J. Wagoner

cc - Mr. J. Edwards, Jr.
Mr. H. E. Philpps

Make Tickler for
8/10/54

Division **1944-45** **No. S** 71248

(Date of issuance and expiration will be as of January 1st and December 31st, unless otherwise shown.)

Baltimore, Maryland, July 19, 1954. Bethesda R44

Bethesda, Maryland - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street for operating automobile showroom and garage - V. S. 24.1(2) - The Covington Motor Company, Inc.

7.

Mr. W. C. Baker:

Referring to my letter of December 15, 1953, relative to desire of The Covington Motor Company, Inc., in order to carry out some financing, to obtain a lease running for straight term of twenty years.

On March 5, 1954, you authorized the issuance of such document to Motor Company and, under date of June 18, 1954, you executed the instrument on behalf of Railroad Company. It provides for payment of a rental of $2,100.00 per annum, plus taxes and assessments.

Mr. Art Covington, President of Motor Company, has now been in touch with us and stated he has been unable to work out any arrangement with the several banks and an insurance company that he has contacted. Those people are insisting, before a loan is made, that Motor Company, in addition to owning the improvements on the property, should also have title to the land. Under the circumstances, Mr. Covington has made application to purchase our premises.

From a real estate standpoint, I see no objection to disposing of the land. It is my feeling that Mr. Covington will pay a consideration in excess of $35,000.00 for it. However, before agreeing with that party on a price, an appraisal would be obtained. Our investment in the land is approximately $5,200.00.

Copy of this communication is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner

Baltimore, Maryland, July 19, 1954.

Bethesda, Maryland - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street for operating automobile showroom and garage - V. S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. O. Baker:

Referring to my letter of December 15, 1953, relative to desire of The Covington Motor Company, Inc., in order to carry out some financing, to obtain a lease running for straight term of twenty years.

On March 5, 1954, you authorized the issuance of such document to Motor Company and, under date of June 18, 1954, you executed the instrument on behalf of Railroad Company. It provides for payment of a rental of $2,100.00 per annum, plus taxes and assessments.

Mr. Art Covington, President of Motor Company, has now been in touch with us and stated he has been unable to work out any arrangement with the several banks and an insurance company that he has contacted. Those people are insisting, before a loan is made, that Motor Company, in addition to owning the improvements on the property, should also have title to the land. Under the circumstances, Mr. Covington has made application to purchase our premises.

From a real estate standpoint, I see no objection to disposing of the land. It is my feeling that Mr. Covington will pay a consideration in excess of $35,000.00 for it. However, before agreeing with that party on a price, an appraisal would be obtained. Our investment in the land is approximately $4,200.00.

Copy of this communication is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner

Baltimore, Maryland, July 19, 1954.

Bethesda, Maryland - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue in vicinity of Elm Street for operating automobile showroom and garage - V. S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

Referring to my letter of December 15, 1953, relative to desire of The Covington Motor Company, Inc., in order to carry out some financing, to obtain a lease running for straight term of twenty years.

On March 5, 1954, you authorized the issuance of such document to Motor Company and, under date of June 18, 1954, you executed the instrument on behalf of Railroad Company. It provides for payment of a rental of $2,100.00 per annum, plus taxes and assessments.

Mr. Art Covington, President of Motor Company, has now been in touch with us and stated he has been unable to work out any arrangement with the several banks and an insurance company that he has contacted. Those people are insisting, before a loan is made, that Motor Company, in addition to owning the improvements on the property, should also have title to the land. Under the circumstances, Mr. Covington has made application to purchase our premises.

From a real estate standpoint, I see no objection to disposing of the land. It is my feeling that Mr. Covington will pay a consideration in excess of $35,000.00 for it. However, before agreeing with that party on a price, an appraisal would be obtained. Our investment in the land is approximately $4,200.00.

Copy of this communication is being sent to Vice President J. W. Phipps, Jr., Chief Engineer K. J. Wagoner

and General Manager J. Edwards, Jr., with request they furnish you direct their views and recommendations.

When you are in a position to do so, will you kindly have me instructed in the matter.

E. E. PHIPPS.

gbw/hf
Copy to:
Mr. J. W. Phipps, Jr. 8/20
Mr. K. J. Wagoner OK 7/21
Mr. J. Edwards, Jr. Hoff. 7/29

June 18, 1954 jfd n

Mr. E. E. Phipps:

With reference to your letter of June 18th, concerning lease of property fronting on easterly side of Wisconsin Avenue, north of Elm Street, Bethesda, Md., to The Covington Motor Company, Inc.:

It is noted that you were authorized to negotiate lease to The Covington Motor Company, Inc., for a period of 20 years by my letter of March 5th, 1954.

The attached license and agreement, made as of January 1st, 1955, being satisfactory to the Law Department, Chief Engineer, General Manager and yourself, I have executed it on the part of The Baltimore and Ohio Railroad Company, operating the property of the Metropolitan Southern Railroad Company, and return both copies to you for your further handling.

W. C. Baker

To Secretary for Attest 6/21

Released 6/21 JFD.

Baltimore, Md., June 18, 1954.

Bethesda, Md. - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue north of Elm Street - V. S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

Referring to your communication of March 5, 1954, I attach, in duplicate, the above agreement which, you will observe, has been executed on behalf of The Covington Motor Company, Inc.

Will you please sign the document on part of our Company and let me have both copies for proper disposition.

There is also enclosed a "rider copy" of the instrument which has been approved by Vice President and General Counsel, Chief Engineer, General Manager J. Edwards, Jr. and Division officials.

E. E. PHIPPS.

GBW/jfw

Baltimore, Md., June 18, 1954.

Bethesda, Md. - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue north of Elm Street - V. S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

Referring to your communication of March 5, 1954, I attach, in duplicate, the above agreement which, you will observe, has been executed on behalf of The Covington Motor Company, Inc.

Will you please sign the document on part of our Company and let me have both copies for proper disposition.

There is also enclosed a "rider copy" of the instrument which has been approved by Vice President and General Counsel, Chief Engineer, General Manager L. Edwards, Jr. and Division officials.

E. E. PHIPPS.

GBM\jfm

1954 JUN 18 AM 11:44

VICE PRES.-OPRN.-MAINT.
B & O

5m. 2-11-53. 16x21—18 Form 1564-Spl.

This License and Agreement, made as of the 1st day of January 1955, between THE BALTIMORE AND OHIO RAILROAD COMPANY, operating the property of METROPOLITAN SOUTHERN RAILROAD COMPANY, hereinafter called "Railroad", as First Party, and THE COVINGTON MOTOR COMPANY, INC., located at 7301 Wisconsin Avenue, Bethesda 14, Maryland, as Second Party.

Witnesseth: in so far as it has the right so to do,

I. That RAILROAD does hereby license Second Party, subject to the terms and conditions appended hereto, to maintain and use building and store property owned by Second Party on, and use, certain land held by Railroad at Bethesda, Maryland, and hereinafter called "the premises"; and to use the same solely for the purpose of operating automobile show room and garage. The premises, as indicated on blue print attached hereto and hereby made a part hereof, are described as follows:

Being an irregularly shaped parcel of land fronting on easterly side of Wisconsin Avenue, north of Elm Street, V. S. 24.1(2), as outlined in green on said blue print, and being same premises heretofore licensed SECOND PARTY under license dated January 1, 1950, which license is hereby cancelled.

II. That SECOND PARTY, as consideration for the grant of this license, (*a*) agrees to keep and perform the terms and conditions hereinabove referred to, and to reimburse Railroad for all taxes and assessments and charges for water, heating, electric current and lighting, against the premises, within thirty (30) days after presentation of bills therefor, and also to pay to Railroad the sum of TWO THOUSAND ONE HUNDRED - - - - - - - - - - - - - - - - Dollars ($ 2,100.00) per annum payable annually in advance from the date hereof; and (*b*) hereby releases Railroad from all loss of or damage to property on the premises and from all claims for death of or injury to Second Party unless the same shall be due to the sole negligence of Railroad.

B&O APPROVED AS TO FORM

PHYSICAL CONDITIONS

TERMS & CONDITIONS

APPROVED GEN. MANAGER

Witness the following signatures and seals.

Appd. as to Legal Form V. P. & G. C. Per. EWB

APPROVED CHF. ENGR.

ATTEST: THE BALTIMORE AND OHIO RAILROAD COMPANY, operating the property of METROPOLITAN SOUTHERN RAILROAD COMPANY,

By /S/ W. C. Baker
Vice President. General Real Estate Agent.

Witnesses: Secretary.

THE COVINGTON MOTOR COMPANY, INC.,

By President. (SEAL)

ATTEST:

Secretary. (SEAL)

(11) Second Party covenants and agrees to permit Railroad, its agents, patrons, licensees and other parties authorized by Railroad, right to cross the said premises, as well as land owned by Second Party immediately adjoining on the south, at their easterly end, between Elm Street and other property of Railroad north thereof.

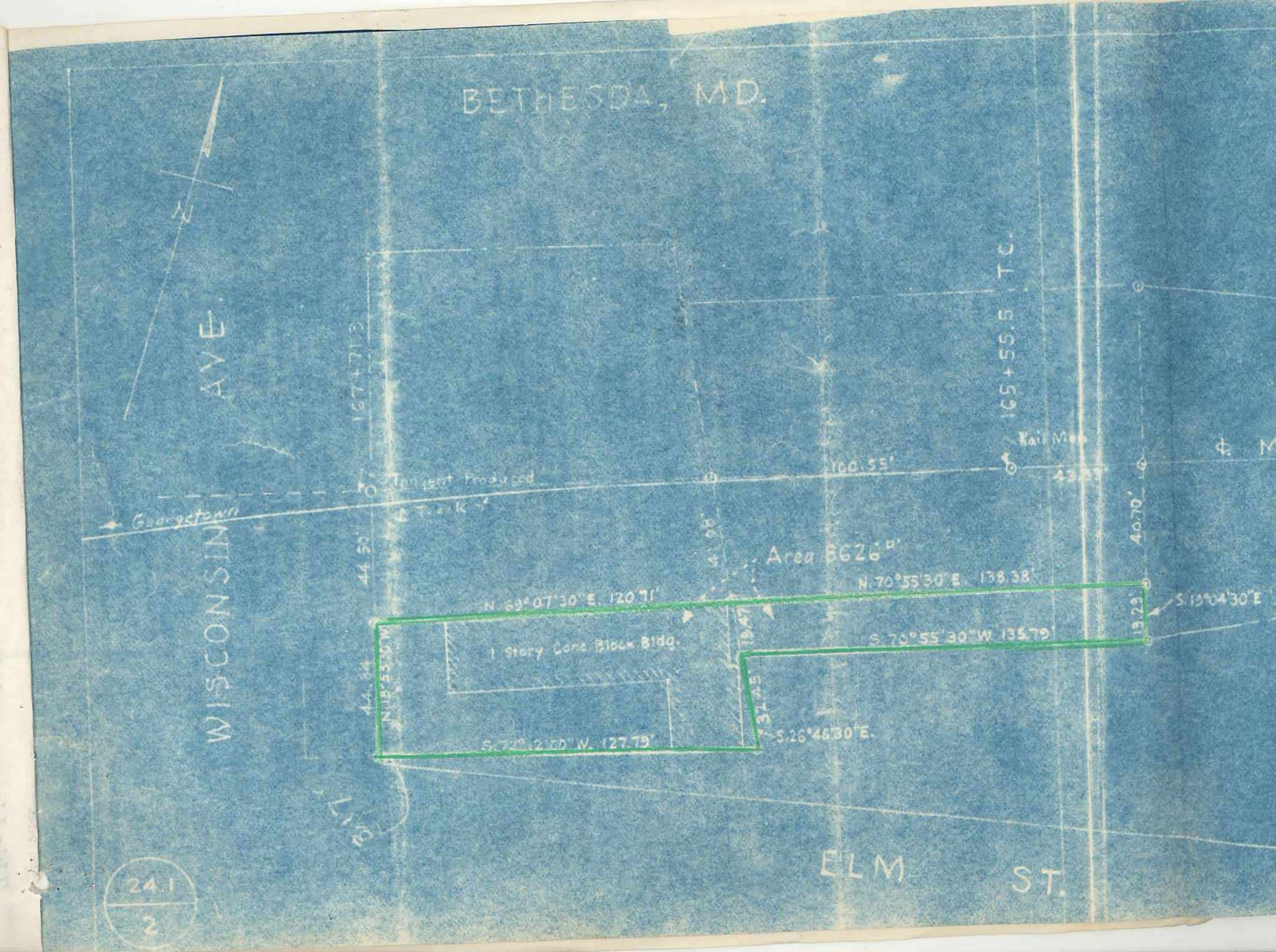
(12) Maintenance and removal of said building shall be satisfactory to and subject to approval of Superintendent of Railroad located at Baltimore, Maryland, provided that neither approval of said Superintendent nor failure by him to object to any work done or material, or the method of maintenance or removal, shall be construed as an admission of responsibility on behalf of Railroad, or as a waiver of any of the obligations of this agreement resting on Second Party. Second Party shall give said Superintendent at least five (5) days' notice prior to time any work is to be performed under this license.

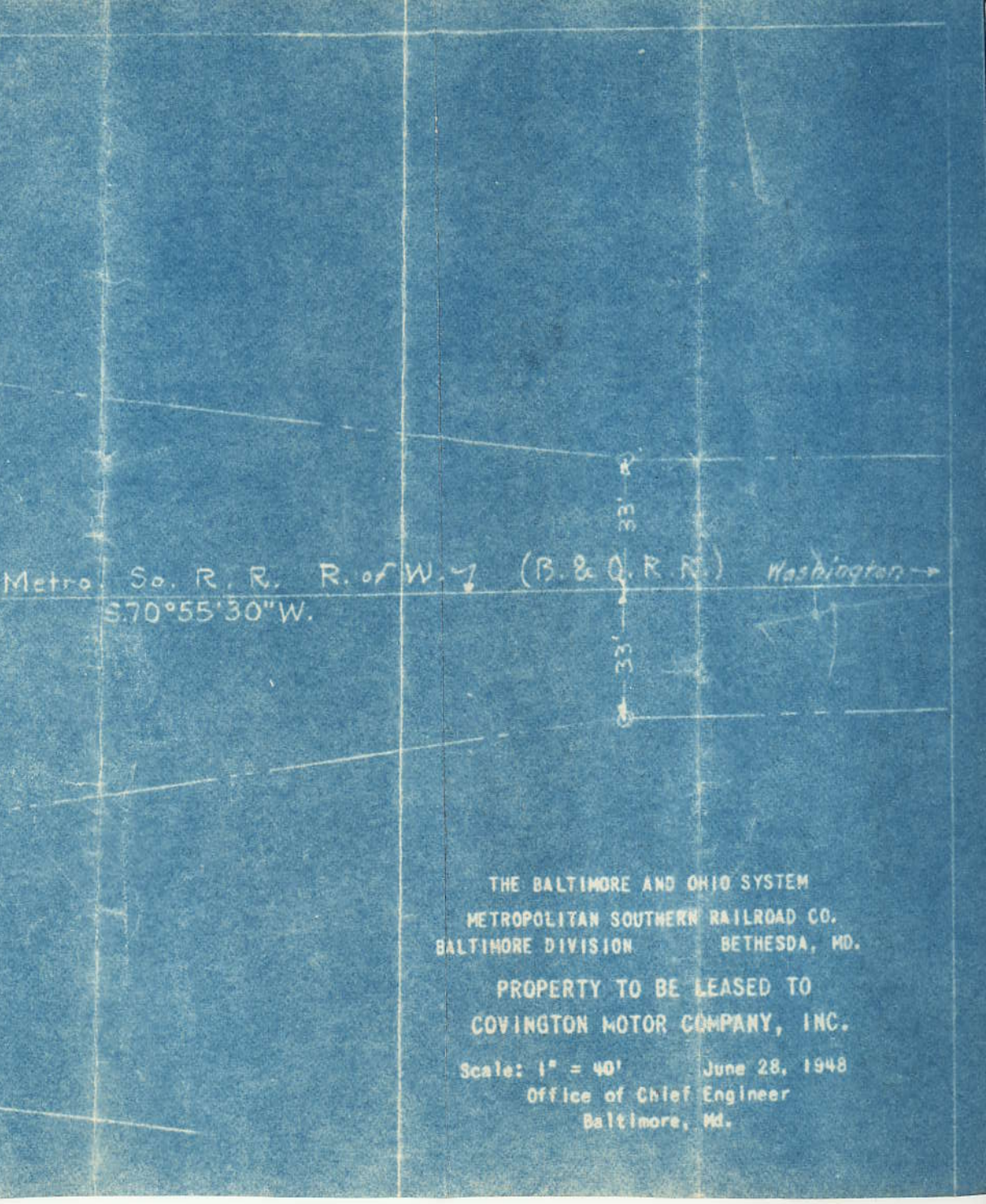
(13) Second Party shall not construct, or permit others to construct, any additional buildings or other structures on the premises without first submitting detailed plans thereof to Chief Engineer of Railroad located at Baltimore, Maryland, for his approval.

(14) This agreement shall run for a period of twenty (20) years from its date and, thereafter, shall remain in full force and effect until terminated by either party at any time on thirty (30) days' notice in writing sent by registered mail to the other party except, however, that in the event Second Party shall neglect or refuse to keep and perform any one or more of the Terms and Conditions hereof, Railroad may forthwith revoke this license as provided in Section (8) hereof.

(15) Railroad reserves right to adjust rental after expiration of ten (10) years from date hereof.

Abandonment or vacation of the premises or insolvency of Second Party or institution of bankruptcy proceedings by or against Second Party or abandonment of Receiver or Trustee of the property or business of Second Party will forthwith revoke this license at option of Railroad.


BETHESDA, MD.
N
WISCONSIN AVE.
167+71.3
165+55.5 T.C.
Rail Road
℄ M
100.35'
Tangent Produced
Georgetown
Area 8626 □'
N. 70°55'30" E. 138.38'
N. 69°07'30" E. 120.71'
S. 19°04'30" E
S. 70°55'30" W. 135.79'
1 Story Cane Block Bldg.
N. 18°55'30" W.
S. 72°12'50" W. 127.79'
S. 26°46'30" E.
44.52'
44.34'
40.70'
19.29'
19.47'
37.45'
ELM ST.
24.1
2



THE BALTIMORE AND OHIO SYSTEM

METROPOLITAN SOUTHERN RAILROAD CO.

BALTIMORE DIVISION BETHESDA, MD.

PROPERTY TO BE LEASED TO

COVINGTON MOTOR COMPANY, INC.

Scale: 1" = 40' June 28, 1948

Office of Chief Engineer

Baltimore, Md.

TERMS AND CONDITIONS.

(1) No liquor, whether spirituous, vinous or fermented, shall be kept on the premises, or sold either by wholesale or retail.

(2) Second Party shall not erect or place, or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind within fifteen (15) feet of the center line of nearest track over which Railroad operates, unless the written consent of Railroad shall first have been obtained, and shall use such means and care generally as will tend to avoid accidents of every kind.

(3) Second Party shall not erect or place, or allow to be erected or placed on the premises any signs or advertising matter, except signs which have first been expressly authorized in writing by the General Real Estate Agent of Railroad upon application therefor. Second Party shall maintain the premises in a neat and clean condition. Buildings and other structures erected or maintained on the premises shall be kept painted by Second Party with Railroad's standard color to the satisfaction of Railroad.

(4) The payment hereunder by Second Party of any sum or sums in advance shall not be held to create an irrevocable license for the period for which the same is paid, but Railroad may revoke this license as hereinafter provided and refund the payment for the balance of the period for which the same has been paid.

(5) Second Party shall assume and protect, indemnify and save harmless Railroad from and against all loss, cost, damage or expense, or claims therefor, for injury to or death of persons, whether Second Party or employees of Second Party or of Railroad, or otherwise, or damage to any property in any manner due to, growing out of or connected with the exercise of this license unless the same shall be due to the sole negligence of Railroad.

If any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

(6) Railroad shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe or wire lines now or hereafter installed upon or across the premises, and to use, repair and remove the same.

(7) Second Party further agrees that if in procuring or conveying electric current or water or gas or other appurtenances, it becomes necessary to erect or install a pole or wire line or lines or a pipe line or lines on Railroad property not covered by this license, Second Party will execute the standard license agreement covering such line or lines and pay to the Railroad the fee and rental fixed by the schedule of rates applicable thereto.

(8) ~~This license may be revoked by either party at any time upon not less than thirty (30) days' notice in writing sent by registered mail to the other party, provided, however, that~~ In the event of a breach of any of the covenants, terms and conditions of this license by Second Party the Railroad shall have the right to revoke said license immediately. Any notice given by Second Party shall be addressed to General Real Estate Agent of Railroad at Baltimore and Charles Streets, Baltimore-1, Maryland.

In the event of the revocation of this license, Second Party shall, within the period specified in the notice, remove all structures and other property erected or placed on the premises by or for account of Second Party, and shall restore the premises to a condition satisfactory to Railroad, and shall, if requested by Railroad, remove all foundation walls and structures below the surface of the ground and fill in all excavations, and shall vacate the premises, provided, however, that no structure or other property shall be removed from the premises until all money due said Railroad under this license shall have been paid.

If Second Party shall, within the period specified in the notice of revocation, fail to remove any structure or other property on said premises or fail to pay all money due Railroad under this license, or if this license shall be terminated by Railroad on account of the breach of any of the covenants, terms and conditions thereof, all right, title and interest of Second Party in and to all structures and other property on the said premises shall, if Railroad so elects, thereby be forfeited and title thereto shall then and there vest absolutely in Railroad, without the necessity of any legal process by Railroad; and if the Railroad shall notify the Second Party to remove its property and the property is not so removed, the Railroad may remove the same at the expense of the Second Party.

The failure or neglect of Railroad to act upon a breach of one or more of the covenants, terms and conditions of this license shall not be construed as a waiver of such breach or any subsequent breach or of any right created thereby.

(9) Neither Second Party, nor the legal representatives, successors or assigns of Second Party, shall at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this license for any length of time give rise to any right, title or interest in or to the premises.

(10) No assignment of this license or subletting of said premises or any part thereof shall be valid for any purpose without the consent in writing of Railroad.

(11) See back of first page.

License No......

FROM

The Baltimore & Ohio Railroad Company

TO

March 18, 1954 jfd n

Mr. E. E. Phipps:

With reference to your letter of March 17th, File 3697, concerning proposed lease of land and air rights fronting along easterly side of Wisconsin Avenue, at Bethesda, Md., to the Eisingers:

It is noted that you were authorized to negotiate this lease by my letters of February 2nd and 10th, 1954.

The attached agreement dated March 5th, 1954, to cover this further having approval of the Law Department, Chief Engineer and General Manager and, further, that the terms and conditions are satisfactory to you, I have executed the agreement and return both counterparts to you for your further handling.

W. C. Baker

Executed by Mr -
To Secy. for attest 3-18-54

Released to GBW 3-18
J.F.D.

Baltimore, Maryland, March 17, 1954.
3697

Bethesda, Maryland - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1(2) - Roger W. Eisinger, Sr., and Marie Hall Eisinger, and Roger W. Eisinger, Jr., and Lois A. Eisinger

Mr. W. C. Baker:

Referring to your letters of February 2 and 10, 1954, I attach, in duplicate, the above agreement which, you will observe, has been executed by the Eisingers.

Will you kindly sign the document on behalf of The Baltimore and Ohio Railroad Company and The Metropolitan Southern Railroad Company and let me have both copies for proper disposition.

There is also enclosed a "rider copy" of the instrument which has been approved by Vice President and General Counsel, Chief Engineer and General Manager.

E. E. PHIPPS.

gbw/hf

Baltimore, Maryland, March 17, 1954.
3697

Bethesda, Maryland - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1(2) - Roger W. Hisinger, Sr., and Marie Hall Hisinger, and Roger W. Hisinger, Jr., and Lois A. Hisinger

Mr. W. C. Baker:

Referring to your letters of February 2 and 10, 1954, I attach, in duplicate, the above agreement which, you will observe, has been executed by the Hisingers.

Will you kindly sign the document on behalf of The Baltimore and Ohio Railroad Company and The Metropolitan Southern Railroad Company and let me have both copies for proper disposition.

There is also enclosed a "rider copy" of the instrument which has been approved by Vice President and General Counsel, Chief Engineer and General Manager.

E. E. PHIPPS.

gbw/hr

"RIDER COPY"

THIS AGREEMENT, made as of the 5th day of March, 1954, by and between THE BALTIMORE AND OHIO RAILROAD COMPANY, as operator of the property of THE METROPOLITAN SOUTHERN RAILROAD COMPANY, and THE METROPOLITAN SOUTHERN RAILROAD COMPANY, corporations of the State of Maryland, jointly as party of the first part, hereinafter called "Lessor", and ROGER W. EISINGER, SR., MARIE HALL EISINGER, his wife, ROGER W. EISINGER, JR. and LOIS A. EISINGER, his wife, jointly and severally as parties of the second part, hereinafter called "Lessees";

WITNESSETH:

WHEREAS, Lessees own or control land adjacent to Lessor's property and tracks at Bethesda, Montgomery County, Maryland, upon which it is proposed to erect a modern shopping center; and

THIS AGREEMENT, made as of the 5th day of March, 1954, by and between THE BALTIMORE AND OHIO RAILROAD COMPANY, as operator of the property of THE METROPOLITAN SOUTHERN RAILROAD COMPANY, and THE METROPOLITAN SOUTHERN RAILROAD COMPANY, corporations of the State of Maryland, jointly as party of the first part, hereinafter called "Lessor", and ROGER W. EISINGER, SR., MARIE HALL EISINGER, his wife, ROGER W. EISINGER, JR. and LOIS A. EISINGER, his wife, jointly and severally as parties of the second part, hereinafter called "Lessees";

WITNESSETH:

WHEREAS, Lessees own or control land adjacent to Lessor's property and tracks at Bethesda, Montgomery County, Maryland, upon which it is proposed to erect a modern shopping center; and

WHEREAS, Lessees, in connection with said shopping center, desire to construct and maintain a building, or part thereof, together with a concrete slab or deck for the purpose of providing parking facilities for patrons of said shopping center, over, above and across certain property and tracks of Lessor at Bethesda, Maryland.

NOW, THEREFORE, Lessor, in consideration of the rents and covenants hereinafter reserved and contained to be kept and performed by Lessees, hereby grants unto Lessees, for a term of twenty-five (25) years, the right to construct and maintain a building or part thereof, a concrete slab or deck, and supports thereof, all hereinafter called "facilities", upon, above and across the property and tracks of Lessor in Bethesda, Montgomery County, Maryland, as outlined in green on print of Survey Plan dated July 2, 1953, revised July 22, 1953, and marked J-377, attached hereto and hereby made a part hereof, said property being more particularly described as follows:

BEGINNING for the same at a Rail Monument planted at the end of the first line of a conveyance from Mary E. Patten and others to the Metropolitan Southern Railroad Company by deed dated February 14, 1910 and recorded among the Land Records of Montgomery County, Maryland in Liber 212, at Folio 340; and running thence with the northern right of way line of said railroad N. 70° 58' 51" E. 151.98 feet to a Rail Monument and an angle point in the northern right of way line of said railroad; thence N. 78° 36' 45" E. 83.86 feet to a point on said line, thence leaving the northern right of way line and crossing the lands

of the Metropolitan Southern Railroad Company S. 10° 26' 00" E. 100.63 feet to a point on the southern right of way line of said railroad; thence with the southern right of way line S. 63° 15' 15" W. 68.59 feet to a Rail Monument and an angle point in said line; thence leaving the southern right of way line and running so as to include a part of the lands of said railroad N. 19° 04' 30" W.

19.29 feet to a point; thence S. 70° 55' 30" W. 138.38 feet to a point; thence S. 69°07'30" W. 120.71 feet to a point on the easterly line of a conveyance from the Metropolitan Southern Railroad Company to the Board of County Commissioners for Montgomery County, Maryland by deed dated August 12, 1930 and recorded among the aforementioned Land Records in Liber 512, at Folio 254, for widening Wisconsin Avenue; thence with the easterly line of Wisconsin Avenue, as widened, N. 18° 53' 30" W. 125.15 feet to a point; thence leaving said easterly line and running N. 70° 55' 30" E. 103.87 feet to an iron pipe; thence S. 26° 46' 30" E. 20.81 feet to the Rail Monument and point of beginning, and containing 36,752 square feet of land.

Lessor also grants to Lessees the right to maintain said concrete slab or deck on or above that portion of Railroad Street, to be vacated, the ownership of which is vested, or will be vested, in Lessor.

FIRST: Said facilities shall be constructed and at all times maintained in a manner satisfactory to Lessor's Chief Engineer and shall have a minimum lateral clearance of eighteen (18) feet from center line of nearest track and a minimum vertical clearance of twenty-two (22) feet above top of rail. Within sixty (60) days following the execution of this agreement, Lessees shall furnish to Lessor detailed plans and specifications covering the construction (including temporary scaffolding and framing) of said facilities, as well as pedestrian walkway and drainage, and Lessees shall not begin any of the construction work on or over said property and tracks of Lessor until said plans and specifications have been approved by Lessor's Chief Engineer.

Lessor shall have the right to make such emergency repairs, at the expense of Lessees, as may be necessary to prevent said facilities from interfering with or endangering Lessor's railroad operations at said location. In non-emergency cases of such interference or danger, Lessees will, within thirty (30) days after receipt of notice from Lessor, take remedial action in accordance with such notice, and upon failure so to do, Lessor, at Lessees' expense, may take such remedial action.

SECOND: All permits necessary to be obtained from any public authority, shall be procured at the expense of the Lessees and all work mentioned in Paragraph FIRST shall be done at the sole expense of Lessees.

THIRD: Lessees agree to pay as rental for the rights hereby granted,

the sum of Six Thousand Two Hundred Fifty Dollars ($6,250.00) per annum, payable semi-annually in advance commencing with date hereof, and also to pay as additional rental all taxes and assessments that may be levied, or become a

lien upon the property, or any improvements now or hereafter on said property during the term of this Agreement.

FOURTH: Lessor hereby grants unto Lessees the right or option to renew this Agreement for an additional term of fifteen (15) years upon giving Lessor six (6) months' written notice prior to the expiration of aforesaid term, the Lessees hereby agreeing to pay as rental for said property during such additional term, the sum of Seventy-Five Hundred Dollars ($7500.00), per annum, payable semi-annually in advance, and also to pay as additional rental all taxes and assessments that may be levied, or become a lien upon the property, or any improvements now or hereafter on said property during the term of this Agreement, or any renewal.

FIFTH: Lessees shall use the property only for the purpose of maintaining said building, or part thereof, and maintaining said concrete slab or deck for motor vehicle parking.

SIXTH: Lessees will comply with all requirements of any Municipal, State or Federal authority and of any of their Departments and Bureaus applicable to said property, and will not create or permit any nuisance in or on the property.

SEVENTH: Lessees shall not erect or place, or allow to be erected or placed on the property, any signs or advertising matter, except signs which have first been expressly authorized in writing by the Lessor upon application therefor.

EIGHTH: Lessees shall provide and maintain electric illumination beneath said concrete slab or deck of a wattage satisfactory to Lessor's Chief Engineer.

NINTH: Lessor reserves the right, during the period of construction, or of any repair to place watchmen, flagmen, inspectors or supervisors for protective purposes at the expense of the Lessees. The period of construction, or of any repair shall be defined as the date from which the work is commenced to date work is completed to the satisfaction of Lessor's Chief Engineer.

Lessees shall give Lessor's Chief Engineer at least three (3) days' written notice before making any entry, at grade, upon said property or tracks of Lessor

for construction, maintenance or repair purposes, provided, however, that in emergency cases shorter notice may be given.

TENTH: Lessor shall have the right to enter in and upon the property at all reasonable hours of the day during said term or renewal to examine the condition thereof and to ascertain whether it is kept in proper repair and condition.

ELEVENTH: Should the property or any part thereof be condemned for public use, then this Agreement, at option of Lessor, shall expire upon the date when the same shall be taken. No part of any damages or award shall belong to Lessees except where there is a specific award for facilities of Lessees. Should the property or any part thereof be required for public use by the Federal or State government or any subdivision thereof, then this Agreement, at the option of the Lessor, shall terminate as provided in Section SEVENTEENTH hereof. In event of condemnation or termination as herein provided, rent shall be apportioned as of date of taking or as of date of termination. Facilities of Lessees not condemned shall be removed in accordance with Section SEVENTEENTH hereof.

TWELFTH: Lessor shall have the right to maintain and construct and to permit others, subject to the terms of this Agreement to maintain and construct, overhead and underground pipe and wire lines, over, in, under and upon or across said property, and to use, repair and remove the same.

THIRTEENTH: Lessor's expense for wages and materials for any work performed by it at the expense of Lessees pursuant to the terms hereof (including the expenses mentioned in Paragraph NINTH) will be paid by Lessees upon receipt of a bill therefor. Such expense shall include, but not be limited to, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, and freight and handling charges on all material used.

FOURTEENTH: Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of

any breach of covenant or other matter subsequently occurring.

FIFTEENTH: Lessees hereby assume, and release and agree to indemnify, protect and save Lessor harmless from and against, (i) all loss of and damage to any property whatsoever (including property of the parties hereto and of all

other persons whomsoever and the loss of or interference with any use or service thereof), and (ii) all loss and damage on account of injury to or death of any person whomsoever (including employees and patrons of the parties hereto and all other persons whomsoever), and (iii) all claims and liability for such loss and damage, and cost and expenses thereof, caused by or growing out of the operation of this Agreement or the use, condition or occupancy of said property, including any appurtenant sidewalks or driveways, when not attributable solely to the fault, failure or negligence of Lessor; provided, however, that if any such loss or damage shall arise from the joint or concurring negligence of the parties hereto, it shall be borne by them equally.

SIXTEENTH: Lessees, at Lessees' cost and expense and before any entry upon Lessor's property under this Agreement, shall procure and during the effective period of this Agreement shall maintain in effect a policy of insurance in a company acceptable to Lessor, said policy to insure Lessees for the liability assumed in Paragraph FIFTEENTH, and to be in amounts for bodily injury not less than $100,000.00 per person, $300,000.00 per accident, and for property damage $100,000.00 per accident and $300,000.00 aggregate limit. Lessor shall be furnished with a certified copy of said policy which shall be endorsed to provide for thirty (30) days' written notice to Superintendent of Insurance of Lessor prior to termination of the policy and before any changes are made which restrict or reduce the coverage provided or change the name of the insured.

SEVENTEENTH: (a) Upon nonpayment, with or without demand therefor, of any rent or taxes or assessments or other charges for ten (10) days after they shall become due and payable, or if Lessees shall abandon or vacate said property during the term of this Agreement, or upon breach of any other covenant in this Agreement contained, then and in any such case, Lessor may, at its option, forthwith terminate this Agreement by notice specifying the date of termination and re-enter and repossess the property on such date, provided that in case of breach by Lessees in not maintaining the property pursuant to the

in case of breach by Lessees in not maintaining the property pursuant to the terms hereof, Lessor shall have the option, in lieu of terminating this Agreement, to enter said property and make the necessary repairs or changes at the

cost of Lessees, which cost Lessees agree to pay as additional rental within ten (10) days after receipt of bills therefor from Lessor.

(b) Upon the effective date of any termination of this Agreement under subdivision (a) of this Section, all right, title and interest of Lessees thereafter accruing in, under and to this Agreement or the property covered thereby shall cease and come to an end.

(c) Upon failure of Lessees to comply with any of the covenants in this Agreement contained, then and in each such case, Lessor shall have and is hereby given the right to declare all right, title and interest of Lessees in and to all or any part of such facilities and other property of Lessees forfeited to and vested in Lessor without any further conveyance, legal process or obligation.

(d) Any termination of this Agreement in any manner shall be without prejudice to any rights or liabilities which shall have accrued and remain unsatisfied as of the time of such termination.

EIGHTEENTH: For the more effectual securing to Lessor of the rent and other payments herein provided for, it is agreed as a further condition of this Agreement that the filing of any petition in any court in bankruptcy or insolvency by Lessees, or in case of any involuntary petition, that an adjudication in bankruptcy which shall have been entered and become final and not subject to appeal or review by a higher court, shall each be deemed to constitute a breach of this Agreement within the meaning of Section SEVENTEENTH and thereupon, in either case, ipso facto and without entry or other action by Lessor, this Agreement shall, at the option of Lessor, become and be terminated; and, notwithstanding any other provisions of this Agreement, and in addition to all other remedies, the Lessor shall forthwith upon such termination be entitled to recover as liquidated damages for such breach an amount equal to the amount of the rent reserved in this Agreement for the residue of the term hereof.

NINETEENTH: Approval by Lessor of any electrical or other repairs,

NINETEENTH: Approval by Lessor of any electrical or other repairs, or of any replacements, improvements or installments, whether electrical or otherwise, made by Lessees, or failure of Lessor to object to any work done or

material, or the method of repair, construction, installation or maintenance, shall not be construed as an admission of responsibility by Lessor or as a waiver of any of Lessees' obligations under this Agreement.

TWENTIETH: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors or assigns; provided, however, that Lessees shall not assign, underlet or sublease or otherwise transfer this Agreement or the property or any part thereof, or permit any other person, firm or corporation to occupy the property or any part thereof, without the written consent of Lessor.

TWENTY-FIRST: All notices to be given under the terms of this Agreement, shall be by registered mail addressed to Lessees at 9615 Hawick Lane, Kensington, Maryland, and to Lessor at Baltimore and Charles Streets, Baltimore 1, Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

THE BALTIMORE AND OHIO RAILROAD COMPANY,

ATTEST:

_____
Secretary

By /s/ W. C. Baker
Vice President

THE METROPOLITAN SOUTHERN RAILROAD COMPANY,

ATTEST:

_____
Secretary

By _____
Vice President

_____ (SEAL)
Roger W. Eisinger, Sr.

_____ (SEAL)
Marie Hall Eisinger

_____ (SEAL)
Roger W. Eisinger, Jr.

B&O
APPROVED AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS

APPROVED CHF. ENGR.
APPROVED GEN. MANAGER

_____ (As to Lessees)

_____ (SEAL)
Lois A. Eisinger
Jointly and Severally

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I hereby certify that on this _____ day of _____, in the year 1954, before the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared _____, Vice President of The Baltimore and Ohio Railroad Company, and on behalf of the said corporation did acknowledge the aforegoing agreement to be the act and deed of The Baltimore and Ohio Railroad Company.

As witness my hand and notarial seal.

_____
Notary Public
My Commission Expires May 2, 1955.

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I hereby certify that on this _____ day of _____, in the year 1954, before the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared _____, Vice President of The Metropolitan Southern Railroad Company, and on behalf of the said corporation did acknowledge the aforegoing agreement to be the act and deed of The Metropolitan Southern Railroad Company.

As witness my hand and notarial seal.

_____
Notary Public
My Commission Expires May 2, 1955.

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

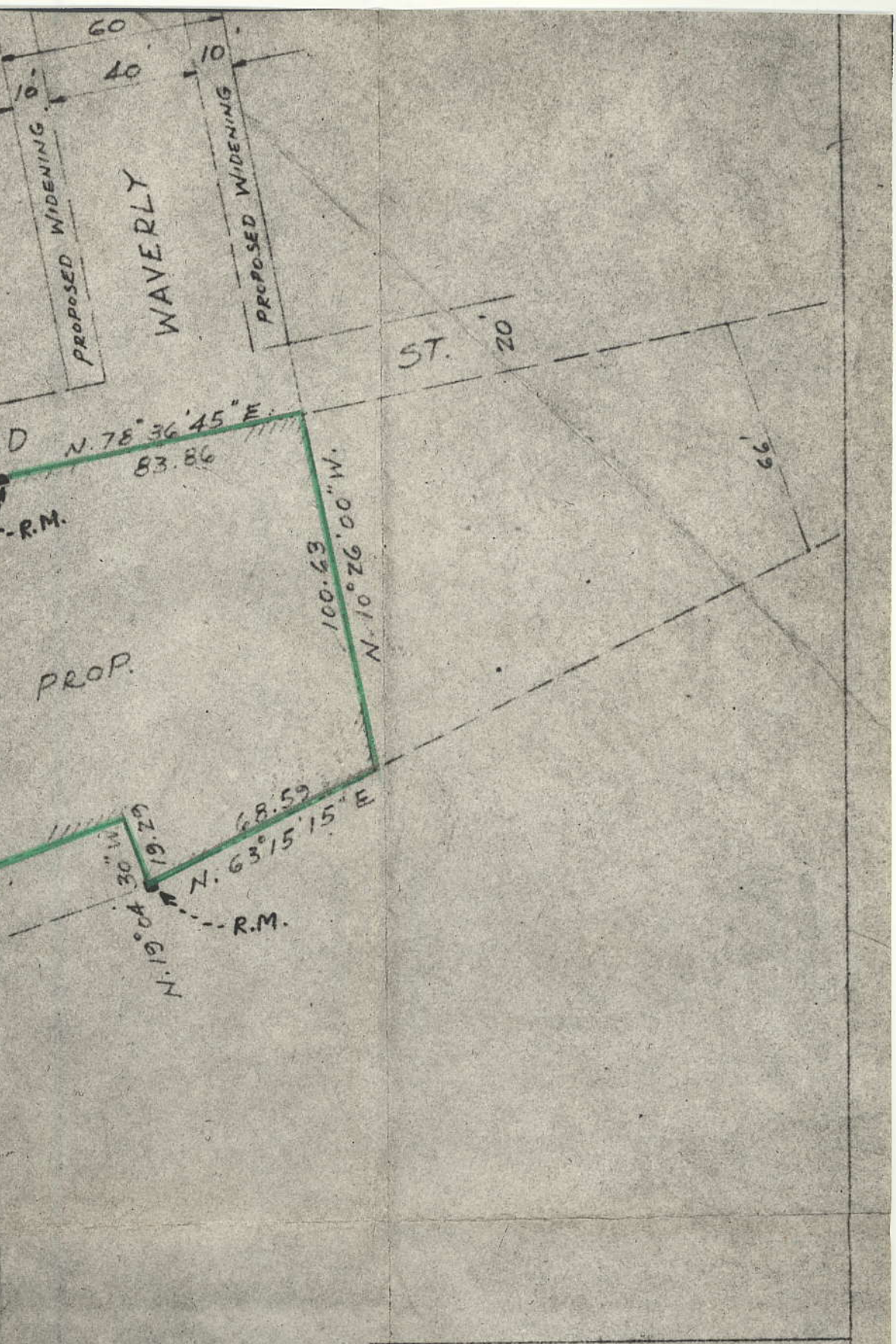
I hereby certify that on this _____ day of _____, in the year 1954, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Roger W. Eisinger, Sr., Marie Hall Eisinger, his wife, Roger W. Eisinger, Jr., and Lois A. Eisinger, his wife, and acknowledged the aforegoing agreement to be their respective act.

As witness my hand and notarial seal.

As witness my hand and notarial seal.

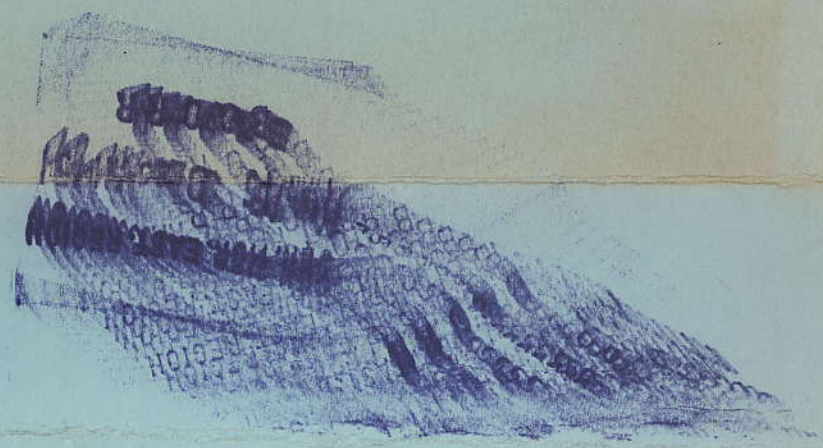
_____
Notary Public
My Commission Expires _____.


N
ROA
N. 70° 58' 51" E.
151.98
RAIL
Pipe
N. 26° 46' 30" W.
N. 70° 55' 30" E.
103.87
R.M.
PT. OF BEGINNING
AREA = 36,752 ±
R. R.
SO.
METRO
AVE.
N. 18° 53' 30" W.
125.15
138.38
N. 70° 55' 30" E.
120.71
N. 69° 07' 30" E.
LEASED TO
COVINGTON MOTOR CO.
WISCONSIN
ST.
ELM



MILTON M. PRICE
REGISTERED PROFESSIONAL ENGINEER
AND LAND SURVEYOR
BETHESDA, MARYLAND
OLIVER 4-2243 7240 WISCONSIN AVE.

DATE: 7-2-53 | RECORD NO.



March 5, 1954 jfd n

Mr. E. E. Phipps:

Responsive to your letter of December 15th, concerning proposed lease of land and air rights immediately north of Wisconsin Avenue, in the vicinity of Elm Street, Bethesda, Md., to The Covington Motor Company, Inc.:

You are authorized to grant this lease to The Covington Motor Company, Inc., for a period of 20 years, with the understanding that any building placed will be subject to the approval of our Chief Engineer as to clearances, etc.

The present lease with this Company is effective to December 31st, 1954, a period of 20 years will be from that date and the terms of the lease are to be satisfactory to you.

W. C. Baker

R

Bethesda, Md.,
R.H.

VICE PRES.-OPRN.-MAINT.
B & O

Baltimore, Maryland, March 2, 1954.

1954 MAR 4 PM 12:15

EEP
JWP
KJW
JE
Engr Appr. OK

Bethesda, Maryland - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue, in vicinity of Elm Street, for operating automobile show room and garage - V. S. 24.1(2) - The Covington Motor Company, Inc. - Inquiry for 20-year lease

Mr. W. C. Baker:

Referring to my communication of December 15, 1953, relative to above subject.

The Covington Motor Company, Inc., is anxious to know our decision in the matter. Therefore, if you are now in position to do so, will you kindly let me have your instructions.

E. E. PHIPPS.
GBW

gbw/hf

VICE PRES.-OPRN.-MAINT.
B & O

Baltimore, Maryland, March 2, 1954.

1954 MAR 4 PM 12:15

Bethesda, Maryland - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue, in vicinity of Elm Street, for operating automobile show room and garage - V. S. 24.1(2) - The Covington Motor Company, Inc. - Inquiry for 20-year lease

Mr. W. C. Baker:

Referring to my communication of December 15, 1953, relative to above subject.

The Covington Motor Company, Inc., is anxious to know our decision in the matter. Therefore, if you are now in position to do so, will you kindly let me have your instructions.

E. E. PHILIPPS.

gbw/hf

February 10, 1954 jfd n

Mr. E. E. Phipps:

Have received your letter of February 8th, File 3697, concerning agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue, at Bethesda, Md., to the Eisinger interests:

It is noted restriction - that this lease provide for adjustment of rental by the Railroad at the end of the first 10-year period - is not acceptable, for financing reasons and, further, that the rental of $6,250.00 per annum for the first 25 years is acceptable from a real estate viewpoint.

You are authorized to so negotiate, with the understanding that the tenant will pay all taxes and assessments.

W. C. Baker

R

Bethesda R-24

Baltimore, Md., February 8, 1954
3697

Bethesda, Maryland - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1(2) - Roger W. Eisinger, Sr., and Marie Hall Eisinger, and Roger W. Eisinger, Jr., and Lois A. Eisinger.

Mr. W. C. Baker:

Referring to yours of February 2nd, concerning vertical and lateral clearances in connection with the above transaction.

In the last paragraph of your communication you direct we incorporate in the lease proper provision for adjustment of rental at the end of the first 10 year period. We have heretofore discussed this matter with the applicants for lease and our proposal was not acceptable to them, as they claim all their negotiations for financing the project have been on the premise of the expenses being ascertainable. For the first 25 years these people are agreeable to paying $6,250.00 per annum and should the arrangement be extended for 15 additional years, the rental will be $7,500.00 per annum. The tenant is also to pay all taxes and assessments.

I desire your authority to conclude the arrangement without the rental adjustment provision mentioned in yours referred to.

Will you kindly advise.

E. E. PHIPPS.

eep/vek

Baltimore, Md., February 8, 1954
3697

Subject: Maryland - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1(2) - Roger W. Eisinger, Sr., and Marie Hall Eisinger, and Roger W. Eisinger, Jr., and Lois A. Eisinger.

Mr. W.C. Baker:

Referring to yours of February 2nd, concerning vertical and lateral clearances in connection with the above transaction.

In the last paragraph of your communication you direct we incorporate in the lease proper provision for adjustment of rental at the end of the first 10 year period. We have heretofore discussed this matter with the applicants for lease and our proposal was not acceptable to them, as they claim all their negotiations for financing the project have been on the premise of the expenses being ascertainable. For the first 25 years these people are agreeable to paying $6,250.00 per annum and should the arrangement be extended for 15 additional years, the rental will be $7,500.00 per annum. The tenant is also to pay all taxes and assessments.

I desire your authority to conclude the arrangement without the rental adjustment provision mentioned in yours referred to.

Will you kindly advise.

E. E. Chripps.

eep/vek

EEP
OK

February 2, 1954 jfd n

Mr. E. E. Phipps:

With reference to your letter of January 11th, concerning lease of land and air rights fronting along easterly side of Wisconsin Avenue, at Bethesda, Md.:

It will be satisfactory to progress this matter with the Eisingers provided lateral clearance of 18' from the center line of track is maintained on both sides and that the design for support of all structures, including concrete slabs, as well as all lateral vertical clearances, must be submitted to our Chief Engineer for approval.

If this matter is progressed for lease agreement, you will arrange to incorporate in the lease proper provision for adjustment of rental by the Railroad at the end of the first 10-year period.

W. C. Bayer

CC: Mr.J.W.Phipps,Jr.
Mr.K.J.Wagoner
Mr.J.Edwards,Jr.

EEP.
Copies To.

January 28, 1954

Mr. W. C. Baker:

Referring to footnote on letter of January 11, addressed to you by General Real Estate Agent Phipps, in connection with agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue, V.S. 24.1(2), Bethesda, Maryland, in favor of Roger W. Eisinger, Sr., and Marie Hall Eisinger, and Roger W. Eisinger, Jr., and Lois A. Eisinger.

I cannot agree to construction of walls 14 ft. from center line of track. A distance of 17.5 ft. each side of center line of track is needed to provide proper drainage, and it is suggested these clearances be provided.

J. Edwards, Jr.

CC: Mr. K. J. Wagoner
Mr. E. E. Phipps

VICE PRES.-OPRN.-MAINT.
B & O

1954 JAN 29 AM 9:00

January 25, 1954 jfd n

Mr. J. Edwards, Jr. -

With reference to General Real Estate Agent Phipps' letter of January 11th, concerning lease of land and air rights fronting along easterly side of Wisconsin Avenue, Bethesda, Md.:

Will you kindly give me the benefit of your views and recommendations in this proposal?

W. C. Baker

R

Tickler ~~1-27-54~~
2-3-54

JE
11/14/54
from col

Baltimore - January 19, 1954.
File 77655

Mr. W. C. Baker:

Referring letter of General Real Estate Agent Phipps to you, dated December 15, 1953, regarding proposed lease to the Covington Motor Company for period of 20 years of parcel of our property at Bethesda, Md., which they now occupy under agreement expiring December 31, 1954.

Due to the topography of the land, it is not suitable for industrial development. Under the circumstances, I recommend the lease as proposed.

I do think, however, some provision should be incorporated in the lease for adjustment of rental by the Railroad at end of the first 10 years.

J. W. Phipps, Jr.

cc - Mr. E. E. Phipps
Mr. K. J. Wagoner
Mr. J. Edwards, Jr.

Baltimore - January 19, 1954.

Mr. W. C. Baker:

Referring letter of General Real Estate Agent Philpps to you, dated December 15, 1953, regarding proposed lease to the Covington Motor Company for period of 20 years of parcel of our property at Pathfinder, Md., which they now occupy under agreement expiring December 31, 1954.

Due to the topography of the land, it is not suitable for industrial development. Under the circumstances, I recommend the lease as proposed.

I do think, however, some provision should be incorporated in the lease for adjustment of rental by the Railroad at end of the first 10 years.

J. W. Philpps, Jr.

cc - Mr. E. E. Philpps
Mr. K. L. Bassmor
Mr. J. Edwards, Jr.

Bethesda, Md. - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Ave. V.S. 24.1(2) - Roger W. Eisinger, Sr., and Marie Hall Eisinger, and Roger W. Eisinger, Jr., and Lois A. Eisinger

Bethesda, Md. R-44-

7.

Baltimore - January 13, 1954

Mr. W. C. Baker:

Replying to my copy of General Real Estate Agent Phipps' letter to you of January 11 concerning latest request of the Eisingers to excavate and fill our property up to a point 14' on each side of center line of track in connection with their contemplated improvements at Bethesda, Md.

I do not recall the Engineering Department ever approved this distance of 14' for placing of supports on our property as mentioned in Mr. Phipps' letter. The Georgetown Branch track at Wisconsin Avenue is in a deep cut and when the original proposal for air rights was authorized by you in June, 1952 it was with the understanding the design for supports of all structures, including concrete slabs, as well as all lateral and vertical clearances were to be first approved by this office before any construction is started on the project. The agreement was approved by me on November 17, 1953 on this basis.

To accede to their latest request, without plans clearly indicating proposed construction on our property, may, in my opinion, adversely affect the operation of our railroad.

As a matter of information the standard adopted for our ditching program would require a minimum distance of 17.35' on each side of the center line of track to the face of any proposed supports or walls at the sub-grade line.

K. J. Wagoner

cc: Mr. J. Edwards, Jr.
Mr. C. B. Harveson
Mr. E. E. Phipps

Bethesda, Md. - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Ave.
V.S. 24.1(2) - Roger W. Bisinger, Sr., and Marie Bisinger, and Roger W. Bisinger, Jr., and Lois B. Bisinger

VICE PRES.-OPRN.-MAINT.

Baltimore - January 13, 1954

1954 JAN 13 PM 5:00

Mr. W. C. Baker:

Replying to my copy of General Real Estate Agent Philpps' letter to you of January 11 concerning latest request of the Bisingers to excavate and fill our property up to a point 14' on each side of center line of track in connection with their contemplated improvements at Bethesda, Md.

I do not recall the Engineering Department ever approved this distance of 14' for placing of supports on our property as mentioned in Mr. Philpps' letter. The Georgetown Branch track at Wisconsin Avenue is in a deep cut and when the original proposal for air rights was authorized by you in June, 1952 it was with the understanding the design for supports of all structures, including concrete slabs, as well as all lateral and vertical clearances were to be first approved by this office before any construction is started on the project. The agreement was approved by me on November 17, 1953 on this basis.

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As a matter of information the standard adopted for our ditching program would require a minimum distance of 17.35' on each side of the center line of track to the face of any proposed supports or walls at the sub-grade line.

K. J. Wagoner

cc: Mr. J. Edwards, Jr.
Mr. C. B. Harveson
Mr. E. E. Philpps

Bethesda, Md.
R44

7

Baltimore, Maryland, January 11, 1954.
3697

Bethesda, Maryland - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V. S. 24.1(2) - Roger W. Eisinger, Sr., and Marie Hall Eisinger, and Roger W. Eisinger, Jr., and Lois A. Eisinger

Mr. W. C. Baker:

Referring to your letter of June 27, 1952, authorizing lease of above premises.

Agreement that was prepared and submitted to the Eisingers for execution grants them permission to construct and maintain a concrete slab or deck on and over the property in order to provide parking facilities for patrons of shopping center to be erected on adjacent land which they own or control. This was in accordance with their original request. It also stipulates that plans and specifications covering the slab or deck, drainage, etc., shall be subject to approval of Chief Engineer and no work shall be commenced prior to such approval. The Eisingers understand that lateral clearance of 14 feet from center line of track must be maintained and vertical clearance of not less than that existing under Wisconsin Avenue must be observed.

Recently, the Eisingers were in touch with us and stated that numerous schemes for utilizing their property, as well as our premises, are being considered, some of which contemplate erection of a building or a part thereof over holdings of Railroad Company. They are now requesting that Railroad Company grant them right to excavate and fill on our property up to a point 14 feet on each side of center line of track. If any excavating or filling is carried out, the Eisingers will construct necessary walls in order to protect our operation. In other words, there will be no construction work carried out except overhead within the 28' right of way.

Copy of this communication is being sent to Chief Engineer and General Manager with request they furnish you direct their views and recommendations.

Tickler has been made for 1/27/54

Baltimore, Maryland, January 11, 1954.
3697

Bethesda, Maryland - Agreement covering lease of land and air rights fronting along easterly side of Wisconsin Avenue - V. S. 24.1(2) - Roger W. Eisinger, Sr., and Marie Hall Eisinger, and Roger W. Eisinger, Jr., and Lois A. Eisinger

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Agreement that was prepared and submitted to the Eisingers for execution grants them permission to construct and maintain a concrete slab or deck on and over the property in order to provide parking facilities for patrons of shopping center to be erected on adjacent land which they own or control. This was in accordance with their original request. It also stipulates that plans and specifications covering the slab or deck, drainage, etc., shall be subject to approval of Chief Engineer and no work shall be commenced prior to such approval. The Eisingers understand that lateral clearance of 24 feet from center line of track must be maintained and vertical clearance of not less than that existing under Wisconsin Avenue must be observed.

Recently, the Eisingers were in touch with us and stated that numerous schemes for utilizing their property, as well as our premises, are being considered, some of which contemplate erection of a building or a part thereof over holdings of Railroad Company. They are now requesting that Railroad Company grant them right to excavate and fill on our property up to a maximum of 28 feet on each side of center line of track. If any excavating or filling is carried out, the Eisingers will construct necessary walls in order to protect our operation. In other words, there will be no construction work carried out except beyond within the 28' right of way.

Copy of this communication is being sent to Chief Engineer and General Manager with request they furnish you direct their views and recommendations.

Shall appreciate being advised whether it will be satisfactory to accede to wishes of the Eisingers.

E. E. PHIPPS.
GBW

gbw/hf
Copy to:
Mr. K. J. Wagoner 1/13/54
Mr. J. Edwards, Jr.

January 11, 1954 - jfd-jas

Mr. J. W. Phipps, Jr.
Mr. J. ~~Edwards, Jr:~~

With reference to letter of December 15th from the General Real Estate Agent, having to do with lease of property at Bethesda, Maryland, by the Covington Motor Company, Inc.

Will you kindly let me have your views and recommendations in this matter.

W. C. Baker.

R

7

Bethesda, Md.

January 8, 1954

Mr. W. C. Baker:

Referring to footnote on letter written you under date of December 15, 1953, by GREA Phipps, having to do with Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue, in vicinity of Elm Street, Bethesda, Md., V.S. 24.1(2), in favor of The Covington Motor Company, Inc., for operating automobile show room and grage.

RVH

OP

See no objections to the proposed 20-year term lease covering property involved.

J. Edwards, Jr.

CC: Mr. K. J. Wagoner
Mr. E. E. Phipps

VICE PRES.-OPRN.-MAINT.
B & O

1954 JAN 11 PM 12:22

Baltimore - December 17, 1953

Bethesda Md Bill

Bethesda, Md. - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue, in vicinity of Elm Street, for operating automobile show room and garage - V.S. 24.1(2) - The Covington Motor Company, Inc.

7

Mr. W. C. Baker:

Referring to footnote on letter dated December 15 to you from General Real Estate Agent Phipps regarding desire of The Covington Motor Company, Inc. to lease, for a straight term of twenty years, premises fronting on Wisconsin Avenue now occupied by that Company under the above agreement.

There is no objection to the twenty year lease from an engineering standpoint.

A. C. Clarke

cc - Mr. J. Edwards, Jr.
Mr. E. E. Phipps

Baltimore - December 17, 1953

VICE PRES.-OPRNS.-MAINT.
B & O

Bethesda, Md. - Agreement No. 21,372 covering land fronting on easterly side of Wisconsin Avenue, in vicinity of Elm Street, for operating automobile show room and garage - V.S. 24.1(2) - The Covington Motor Company, Inc.

1953 DEC 18 PM 5:09

Mr. W. C. Baker:

Referring to footnote on letter dated December 15 to you from General Real Estate Agent Philpps regarding desire of The Covington Motor Company, Inc. to lease, for a straight term of twenty years, premises fronting on Wisconsin Avenue now occupied by that Company under the above agreement.

There is no objection to the twenty year lease from an engineering standpoint.

A. C. Clarke

cc - Mr. J. Edwards, Jr.
Mr. E. E. Philpps

7

Bethesda mc
RHC

Baltimore, Maryland, December 15, 1953.

Bethesda, Maryland - Agreement No. 24758 covering land fronting on easterly side of Wisconsin Avenue, in vicinity of Elm Street, for operating automobile show room and garage - V.S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

The land covered by the above agreement, which is dated January 1, 1950, is that outlined in green on attached print. The document runs for term of five years from date to December 31, 1954, with option in favor of The Covington Motor Company, Inc., to renew for an additional period of five years to December 31, 1959.

Motor Company has informed us that, in order to carry out some financing, it will require a lease on our premises running for straight term of twenty years.

You will recall that sometime ago we were authorized to lease land and air rights immediately to the north of the property involved to Roger W. Eisinger, Sr., and Roger W. Eisinger, Jr., for a term of twenty-five years, with option to renew for an additional fifteen years. Incidentally, that arrangement has not as yet been concluded but agreement is in hands of the Eisingers for execution.

Copy of this communication is being sent to Vice President J. W. Phipps, Jr., Chief Engineer A. C. Clarke and General Manager J. Edwards, Jr., with request they furnish you direct their views and recommendations.

When you are in position to do so, shall appreciate if you will have me instructed in the matter.

E. E. PHIPPS.

gbw/hf
Copy to:
Mr. J. W. Phipps, Jr.
Mr. A. C. Clarke — OK 12/17
Mr. J. Edwards, Jr.

Tickler for 1-11-54

ok

Baltimore, Maryland, December 15, 1953.

Bethesda, Maryland - Agreement No. 21758 covering land fronting on easterly side of Wisconsin Avenue, in vicinity of Elm Street, for operating automobile show room and garage - V.S. 24.1(2) - The Covington Motor Company, Inc.

Mr. W. C. Baker:

The land covered by the above agreement, which is dated January 1, 1950, is that outlined in green on attached print. The document runs for term of five years from date to December 31, 1954, with option in favor of The Covington Motor Company, Inc., to renew for an additional period of five years to December 31, 1959.

Motor Company has informed us that, in order to carry out some financing, it will require a lease on our premises running for straight term of twenty years.

You will recall that sometime ago we were authorized to lease land and air rights immediately to the north of the property involved to Roger W. Ekinger, Sr., and Roger W. Ekinger, Jr., for a term of twenty-five years, with option to renew for an additional fifteen years. Incidentally, that arrangement has not as yet been concluded but agreement is in hands of the Ekingers for execution.

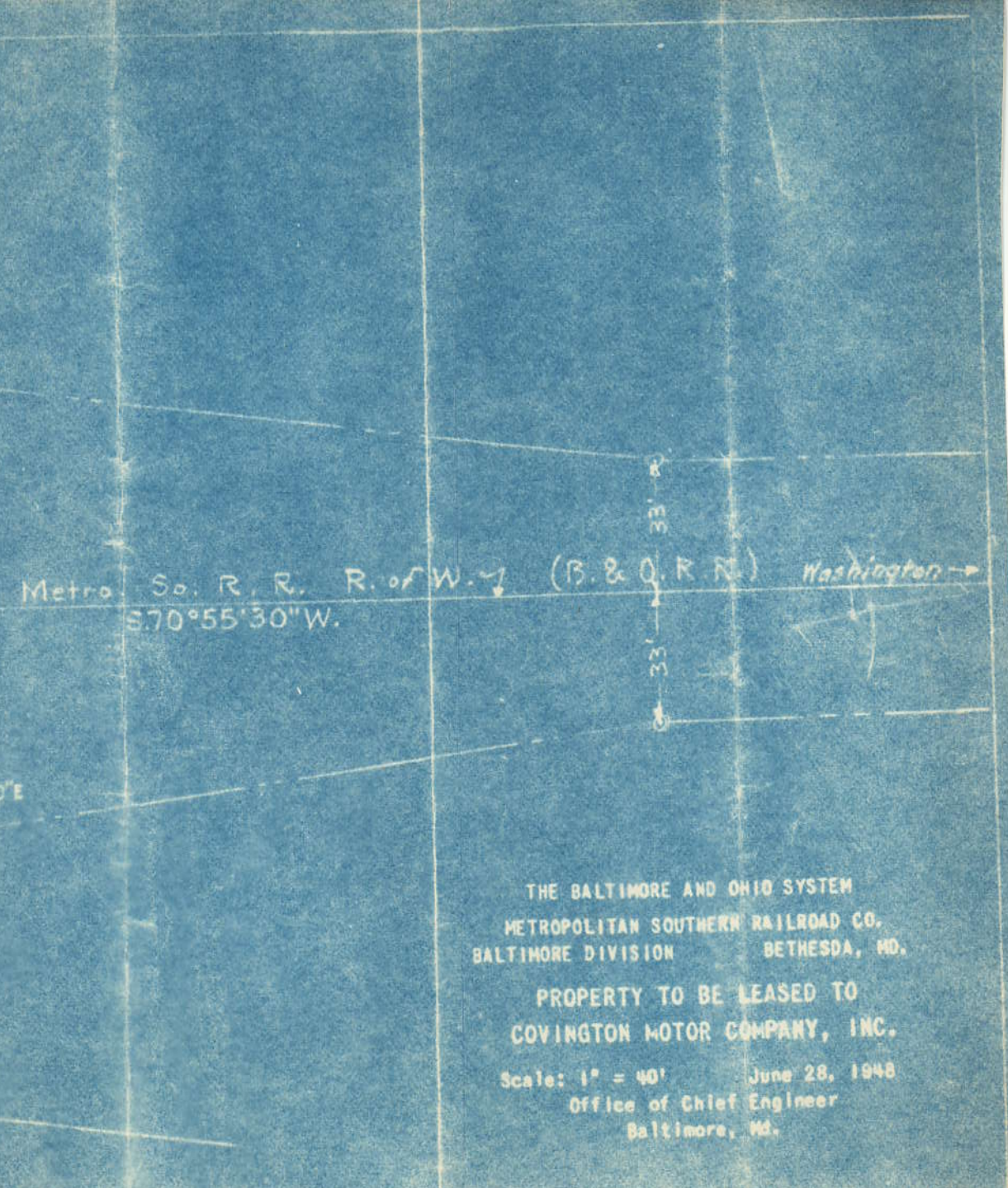
Copy of this communication is being sent to Vice President J. W. Philpps, Jr., Chief Engineer A. C. Clarke and General Manager J. Edwards, Jr., with request they furnish you direct their views and recommendations.

When you are in position to do so, shall appreciate if you will have me instructed in the matter.

E. E. PHILPPS.

gbw/hr
Copy to:
Mr. J. W. Philpps, Jr.
Mr. A. C. Clarke
Mr. J. Edwards, Jr.


BETHESDA, MD.
N
WISCONSIN AVE.
167+71.3
165+55.5 T.C.
Tangent Produced
Georgetown
Rail Mag
100.55'
Area 6626 □'
N. 69°07'30" E. 120.71'
N. 70°55'30" E. 138.38'
S. 19°04'30" E.
1 Story Conc Block Bldg.
S. 70°55'30" W. 135.79'
N. 18°54'30" W.
S. 72°12'00" W. 127.79'
S. 26°46'30" E.
44.58'
44.34'
40.79'
13.29'
19.47'
32.45'
ELM ST.
24.1
2



THE BALTIMORE AND OHIO SYSTEM

METROPOLITAN SOUTHERN RAILROAD CO.

BALTIMORE DIVISION BETHESDA, MD.

PROPERTY TO BE LEASED TO

COVINGTON MOTOR COMPANY, INC.

Scale: 1" = 40' June 28, 1948

Office of Chief Engineer

Baltimore, Md.

7

September 23, 1953

Mr. E. E. Phipps:

Referring to Chief Engr. Clarke's letter of September 17th to you, concerning application of The Myron Realty Corporation and Archer Builders, Inc., to lease air rights over the property and tracks of our Georgetown Branch from the west side of Wisconsin Avenue bridge to a point 200 feet west thereof at Bethesda, Maryland.

It is noted that Vice President Baker, in his letter of June 27, 1952, authorized a lease to the Eisingers of air rights over our property and tracks from the east side of Wisconsin Avenue bridge to a point 336 feet east thereof and an agreement is being prepared to cover the arrangement. This will result in a cover over our tracks for 336 feet, plus 85 feet (width of bridge) or a total distance of 421 feet. With 200 feet added, 621 feet of our track will be covered.

Feel that the agreement being prepared with the Eisingers should contain a clause obligating them to provide and maintain necessary lighting under this cover, and would suggest that same be included in the proposed agreement.

J. Edwards, Jr.

CC: Mr. W. C. Baker
Mr. A. C. Clarke
Mr. C. R. Riley
Mr. W. M. Murphey

September 23, 1953

Mr. E. E. Phipps:

VICE PRES.-OPRN.-MAINT.

Referring to B & O Chief Engr. Clarke's letter of September 17th to you, concerning application of The Myron Realty Corporation and Archer Builders, Inc., to lease air rights over the property and tracks of our Georgetown Branch from the west side of Wisconsin Avenue bridge to a point 200 feet west thereof at Bethesda, Maryland.

1953 SEP 24 PM 5 00

It is noted that Vice President Baker, in his letter of June 27, 1952, authorized a lease to the Elsingers of air rights over our property and tracks from the east side of Wisconsin Avenue bridge to a point 336 feet east thereof and an agreement is being prepared to cover the arrangement. This will result in a cover over our tracks for 336 feet, plus 85 feet (width of bridge) or a total distance of 421 feet. With 200 feet added, 621 feet of our track will be covered.

Feel that the agreement being prepared with the Elsingers should contain a clause obligating them to provide and maintain necessary lighting under this cover, and would suggest that same be included in the proposed agreement.

J. Edward Lee.

cc: Mr. W. C. Baker
Mr. A. C. Clarke
Mr. C. R. Riley
Mr. W. M. Murphey

Mr Rupp:

A good deal — Eisinger is progressing at his expense and if successful, we get half the street.

Think we should just let it go that way

J.F.D.

Bethesda, Md.
Rdk

Baltimore, Maryland, April 8, 1953.
3697

Bethesda, Maryland - Proposed lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1(2) - Bethesda Land & Development Company (Eisinger & Associates)

Mr. W. C. Baker:

Referring to previous correspondence in connection with above subject.

From time to time we have been threatened by the County Commissioners to open Railroad Avenue through our holdings at this point to Wisconsin Avenue, which we would not like to see occur. In negotiations we are conducting with Bethesda Land & Development Company, that concern desires to have Railroad Avenue closed and feels it can make necessary arrangements. In view of previous threats from County Commissioners, we propose to cooperate with Development Company, unless instructed otherwise, in the closing of the Avenue.

E. E. PHIPPS.

gbw/hf

June 27, 1952 jfd n

Mr. E. E. Phipps:

In response to your letter of April 7th, having to do with proposed lease of air rights over our Georgetown Branch, adjacent to Wisconsin Avenue (Rockville Turnpike), Bethesda, Md.:

This proposal has concurrence of the Traffic Department and is without objection from the Chief Engineer, with the understanding that the design forthe supports of all structures, including concrete slabs, as well as all lateral and vertical clearances are first approved by the Chief Engineer before any construction is started on this project.

If carried through, this project should be properly protected by suitable agreement to cover the construction work and also protect the Railroad in the matter of drainage. Suggestion has been made that provision be included in the agreement to permit the Railroad, upon 60 days' written notice to reopen negotiations for an equitable increase in annual rental after each five-year period.

As this project should improve sanitary conditions in our open cut at this point, you are authorized to grant the lease of air rights over this property for a term of 30 years, with option to renew for an additional period of ten (10) years.

W. C. Baker

R

Copy to
Mr. H.E. Simpson
Mr. A. C. Clarke
Mr. F. G. Hoskins

7
Bethesda, Md.
Rpt.

Baltimore, Md., June 25, 1952.
3697

Bethesda, Maryland - Proposed lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S. 24.1(2) - Bethesda Land & Development Company.

Mr. W. C. Baker:

I have copy of communication addressed to you under date of June 24, 1952, by General Manager F. G. Hoskins in connection with above subject.

What is proposed by Mr. Hoskins nullifies contemplated plans of Bethesda Land & Development Company. As you will recall, a similar proposal for a distance of 200 feet from Wisconsin Avenue was authorized in 1947. The only difference now is the distance from Wisconsin Avenue desired by Development Company which is approximately 336 feet in lieu of 200 feet.

E. E. PHIPPS.

gbw/jir
Copy to:
Mr. A. C. Clarke
Mr. F. G. Hoskins

Baltimore, Md., June 25, 1952.
3697

Bethesda, Maryland - Proposed lease of land and air rights fronting along easterly side of Wisconsin Avenue - V.S.
24.1(2) - Bethesda Land & Development Company.

Mr. W. C. Baker:

I have copy of communication addressed to you under date of June 24, 1952, by General Manager F. G. Hoskins in connection with above subject.

What is proposed by Mr. Hoskins multifies contemplated plans of Bethesda Land & Development Company. As you will recall, a similar proposal for a distance of 200 feet from Wisconsin Avenue was authorized in 1947. The only difference now is the distance from Wisconsin Avenue desired by Development Company which is approximately 336 feet in lieu of 200 feet.

E. E. PHIPPS.

gbw/jir
Copy to:
Mr. A. C. Clarke
Mr. F. G. Hoskins

1952 JUN 25 AM 10:01

VICE PRES.-JOPRN.-MAINT.
B & O

June 24, 1952

Mr. W. C. Baker:

Referring to footnote on General Real Estate Agent Phipps' letter of April 7 to you concerning lease of air rights at Bethesda, Md., with particular reference to negotiations with the Eisinger Mill and Lumber Co. for an area fronting on the east side of Wisconsin Ave., Bethesda, Md.

Do not approve of paving over areas of the Railroad in the manner proposed by Mr. Eisinger, but can see no objections to leasing that portion of our Railroad property lying 15 ft. from center line of the track on either side to the outer limits of our property, providing that no structures will be erected on the land that will endanger the operation of our trains, and that necessary drainage will be provided at the expense of the lessee.

F. G. Hoskins

CC: Mr. A. C. Clarke
Mr. E. E. Phipps

VICE PRES.-OPRN.-MAINT.
B & O

1952 JUN 24 PM 5:13

June 20, 1952 jfd n

Mr. H. E. Simpson:

On April 7th General Real Estate Agent Phipps wrote concerning lease of air rights at Bethesda, Md., with particular reference to negotiations with the Eisinger Mill and Lumber Company for an area fronting on the east side of Wisconsin Avenue, Bethesda, Md.

Will you kindly advise me of your recommendations in this matter?

Copy to
Mr. F. G. Hoskins:

W. C. Baker

What are your recommendations?

W. C. B.

Tickler
7-9-52

Baltimore - June 19, 1952.
File 67909

Bethesda Litt

7.

Mr. W. C. Baker:

Yours June 4 concerning lease of our air rights at Bethesda, Md., to the Eisinger Mill & Lumber Company:

The Eisinger interests have two operations at Bethesda - one on Wisconsin Avenue where they desire the air rights, and the other on Bethesda Avenue where they now have a warehouse with a siding connection.

If we lease Eisinger the air rights they want at the Wisconsin Avenue location they will consolidate their operation on Bethesda Avenue where they intend to construct another warehouse and an additional siding. The property on Wisconsin Avenue, which they own, will be improved with a shopping center and a concrete platform extended over the cut in which our tracks are located for use as a parking lot to serve this shopping center.

The Eisinger people handle building materials. They favored us at both locations with 186 cars in 1950 and 192 cars in 1951. By consolidating their operations at Bethesda Avenue they say they will handle approximately 431 additional cars per year paying us revenue of about $57,000. I am inclined to doubt we will handle this much additional business because traffic of this nature is susceptible to truck handling and some of the suppliers shipping to Eisinger are prone to truck movement. However, we undoubtedly will receive some additional business and will improve our chances of retaining what we now have.

Actually by leasing Eisinger the air rights over our tracks we are not tying up any property susceptible to industrial development but we are putting to productive use an asset which heretofore has not paid us any revenue, traffic or rental. While I would prefer a ten-year lease, my understanding is such a term will not meet requirements of those who will finance the Eisinger proposition. In the circumstances, I am agreeable to a lease for 30 years subject to one ten-year renewal.

H. E. Simpson

F.G.H. supposed to have responded TODAY.
J.T.D. 6/24/52

Baltimore, June 19, 1952.

File 6790

VICE PRES.-OPRN.-MAINT.
B & O

Mr. W. C. Baker:

1952 JUN 24 PM 12:02

Yours June 4 concerning leases of our air rights at Bethesda, Md., to the Eisinger Mill & Lumber Company:

The Eisinger interests have two operations at Bethesda - one on Wisconsin Avenue where they desire the air rights, and the other on Bethesda Avenue where they now have a warehouse with a siding connection.

If we lease Eisinger the air rights they want at the Wisconsin Avenue location they will consolidate their operation on Bethesda Avenue where they intend to construct another warehouse and an additional siding. The property on Wisconsin Avenue, which they own, will be improved with a shopping center and a concrete platform extended over the cut in which our tracks are located for use as a parking lot to serve this shopping center.

The Eisinger people handle building materials. They favored us at both locations with 186 cars in 1950 and 192 cars in 1951. By consolidating their operations at Bethesda Avenue they say they will handle approximately 131 additional cars per year paying us revenue of about $57,000. I am inclined to doubt we will handle this much additional business because traffic of this nature is susceptible to truck handling and some of the suppliers shipping to Eisinger are prone to truck movement. However, we undoubtedly will receive some additional business and will improve our chances of retaining what we now have.

Actually by leasing Eisinger the air rights over our tracks we are not tying up any property susceptible to industrial development but we are putting to productive use an asset which heretofore has not paid us any revenue, traffic or rental. While I would prefer a ten-year lease, my understanding is such a term will not meet requirements of those who will finance the Eisinger proposition. In the circumstances, I am agreeable to a lease for 30 years subject to one ten-year renewal.

H. E. Simpson

T.G.H. supposed to have responded TODAY.

June 5, 1952

Bethesda Rd.

7

Mr. E. E. Phipps:

On April 23 I wrote you concerning your letter of April 7 to Vice President Baker, relative to proposal to grant lease of our property in the vicinity of Wisconsin Avenue, Bethesda, Md. to Eisinger Mill and Lumber Company.

Will you please furnish me a print as requested therein showing areas the Eisinger people propose to pave over, and stating what system of drainage will be installed to prevent water from running over our tracks.

F. G. Hoskins

HES
9 & FGH

CC: Mr. W. C. Baker
Mr. A. C. Clarke

VICE PRES.-OPRN.-MAINT.
B & O
1952 JUN 6 AM 10:04

June 4, 1952 jfd n

Mr. H. E. Simpson:

On April 7th General Real Estate Agent Phipps wrote concerning lease of air rights at Bethesda, Md., with particular reference to negotiations with the Eisinger Mill and Lumber Company for an area fronting on east side of Wisconsin Avenue, Bethesda, Md.:

So that this matter may be progressed, will you kindly give me the benefit of your views and recommendations?

W. C. Baker

Copy to
Mr. F. G. Hoskins

(NOTE BLIND)

Please advise what your recommendations are in this matter.

W.C.B.

Tickler 6-19-52

April 23, 1952

Bethesda
Ret
7.

Mr. E. E. Phipps:

Referring to your letter of April 7, File 3697 to Vice President Baker relative to proposal to grant lease of our property in the vicinity of Wisconsin Avenue, Bethesda, Md. to Eisinger Mill and Lumber Company.

Appreciate if you would furnish me a print showing which areas the Eisinger people propose to pave over, showing thereon what system of drainage will be installed to prevent water from running over our tracks.

HES
cy FGH

F. G. Hoskins

CC: Mr. W. C. Baker
Mr. A. C. Clarke

April 23, 1952

Mr. E. E. Philpps:

VICE PRES.-OPRN.-MAINT.
B&O

Referring to your letter of April 7, File 5697 to Vice President Baker relative to proposal to grant lease of our property in the vicinity of Wisconsin Avenue [illegible], Md. to Blainger Mill and Lumber Company.

1952 APR 24 AM 9:27

Appreciate if you would furnish me a print showing which areas the Blainger people propose to pave over, showing thereon what system of drainage will be installed to prevent water from running over our tracks.

F. J. Deering

CC: Mr. W. C. Baker
Mr. A. C. Clarke

VICE PRES.-OPRN.-MAINT.
B & O

Baltimore, Md., April 8, 1952

Bethesda, Md.
Rec'd.
7.

Bethesda, Md. - Lease of "air rights"

Mr. W. C. Baker:

Please refer to General Real Estate Agent Phipps' letter of April 7 addressed to you, copy to me, concerning proposed lease to the Eisinger Mill and Lumber Company of air rights over our right of way fronting on Wisconsin Avenue (Rockville Turnpike) and extending east from the east line of that thoroughfare, for a distance of about 336 feet, at Bethesda, Maryland, as outlined in red on print attached to Mr. Phipps' letter.

It is noted the Eisingers desire to lease this property for a term of thirty (30) years, with option to renew for an additional period of ten (10) years.

From an engineering standpoint, I have no objection to the lease of the air rights covering the parcel involved, upon terms and conditions satisfactory to the General Real Estate Agent, provided the design for the supports of all structures including concrete slabs, as well as all lateral and vertical clearances are first approved by this office before any construction is started on this project. It would also be my recommendation that provision be included in the instrument to allow Railroad, upon sixty (60) days written notice, to reopen negotiations for an equitable increase in annual rental, after each five (5) year period.

A. C. Clarke

cc: Mr. E. E. Phipps

VICE PRES.-OPRN.-MAINT.
B & O

1952 APR 10 AM 10:17

Baltimore, Md., April 9, 1952

Bethesda, Md. - Lease of "air rights"

Mr. W. C. Baker:

Please refer to General Real Estate Agent Phipps' letter of April 7 addressed to you, copy to me, concerning proposed lease to the Eisinger Mill and Lumber Company of air rights over our right of way fronting on Wisconsin Avenue (Rockville Turnpike) and extending east from the east line of that thoroughfare, for a distance of about 336 feet, at Bethesda, Maryland, as outlined in red on print attached to Mr. Phipps' letter.

It is noted the Eisingers desire to lease this property for a term of thirty (30) years, with option to renew for an additional period of ten (10) years.

From an engineering standpoint, I have no objection to the lease of the air rights covering the parcel involved, upon terms and conditions satisfactory to the General Real Estate Agent, provided the design for the supports of all structures including concrete slabs, as well as all lateral and vertical clearances are first approved by this office before any construction is started on this project. It would also be my recommendation that provision be included in the instrument to allow Railroad, upon sixty (60) days written notice, to reopen negotiations for an equitable increase in annual rental, after each five (5) year period.

A. C. Clarke

cc: Mr. E. E. Phipps

7

Baltimore, Md., April 7, 1952
3697

Bethesda, Md.
Rett.

Bethesda, Md. - Lease of air rights - V. S. 24.1(2)

Mr. W. C. Baker:

Referring to letters dated March 25 and April 21, 1947 to Chief Engineer Clarke authorizing lease for forty years of air rights at Bethesda, Maryland, to Covington Motor Company and Eisinger Mill and Lumber Company.

Lease dated January 1, 1950, for five years, with option to renew for an additional five years, was executed with Covington Motor Company for the property colored solid yellow on attached blue prints.

Our negotiations with the Eisinger Mill and Lumber Company have never been completed for the areas colored green on said prints. The Eisingers now desire to lease, for term of thirty years, with option to renew for an additional period of ten years, the area fronting on east side of Wisconsin Avenue (Rockville Turnpike) outlined in red on the prints. You will observe the distance involved is 336 feet, which is in excess of the prior authority which limited our negotiations to a distance of 200 feet from Wisconsin Avenue.

The Eisingers own the land north of our property. Should lease be obtained from us, they propose to close Waverly Street and so-called Railroad Avenue, the latter adjoining our ownership on the north.

Portion of the Eisinger ownership is presently used for building and supply business, which they plan transferring to other property owned by them that is served by our Company. These people contemplate erecting on land owned by them building to be leased for stores, with entrances facing the area they desire from

Tickler for April 30th
OK
N

Baltimore, Md., April 7, 1952
3697

Bethesda, Md. - Lease of air rights - V. S. 24.1(2)

Mr. W. C. Baker:

Referring to letters dated March 25 and April 21, 1947 to Chief Engineer Clarke authorizing lease for forty years of air rights at Bethesda, Maryland, to Covington Motor Company and Eisinger Mill and Lumber Company.

Lease dated January 1, 1950, for five years, with option to renew for an additional five years, was executed with Covington Motor Company for the property colored solid yellow on attached blue prints.

Our negotiations with the Eisinger Mill and Lumber Company have never been completed for the areas colored green on said prints. The Eisingers now desire to lease, for term of thirty years, with option to renew for an additional period of ten years, the area fronting on east side of Wisconsin Avenue (Rockville Turnpike) outlined in red on the prints. You will observe the distance involved is 336 feet, which is in excess of the prior authority which limited our negotiations to a distance of 200 feet from Wisconsin Avenue.

The Eisingers own the land north of our property. Should lease be obtained from us, they propose to close Waverly Street and so-called Railroad Avenue, the latter adjoining our ownership on the north.

Portion of the Eisinger ownership is presently used for building and supply business, which they plan transferring to other property owned by them that is served by our Company. These people contemplate erecting on land owned by them building to be leased for stores, with entrances facing the area they desire from

Ticklet for April 30th
OK
N

us. Their plans include placing concrete slab over our holdings, shown in red, and utilizing same as a parking lot in connection with the proposed stores. To interest tenants in the type of stores proposed in an area such as Bethesda, many store operators are insisting there be available three to four square feet of parking space for each square foot of store area.

These people understand that it will be necessary to maintain lateral clearance of fourteen feet from center line of track and vertical clearance of not less than that existing under Wisconsin Avenue and that all structures, etc. will be subject to approval of Railroad.

Should lease be granted, we will be required to cancel lease to Little Tavern Shops, Inc., which occupies the land lying north of our cut fronting on Wisconsin Avenue.

I see no objection to what is proposed.

Copies of this communication are being forwarded to Messrs. Simpson, Clarke and Hoskins, with request they promptly inform you direct their views and recommendations.

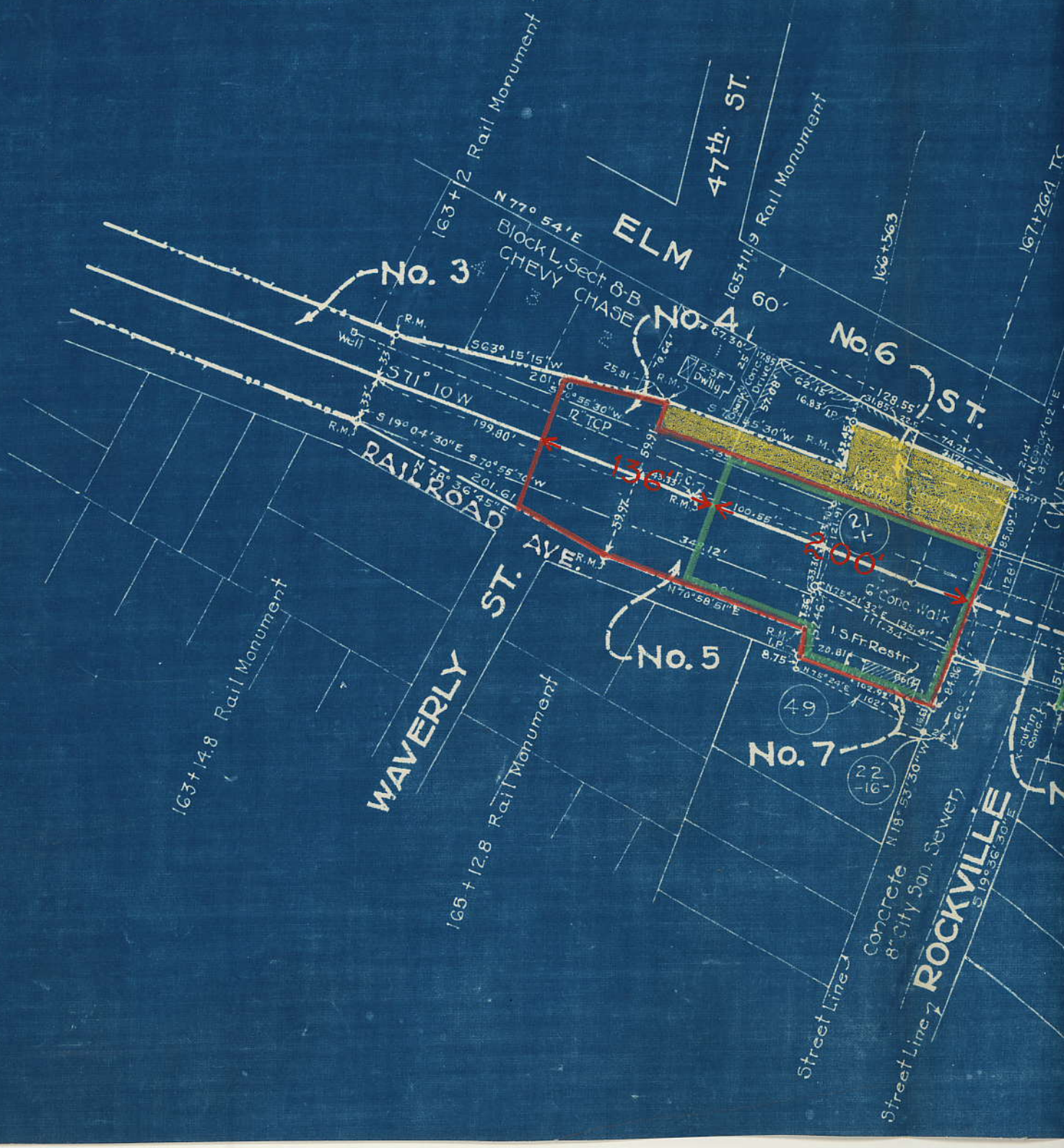
Will you kindly advise whether I am authorized to endeavor to consummate the lease for the period desired, which is necessary in connection with financing, on best terms and conditions obtainable.

E. E. PHIPPS

eep/cnm

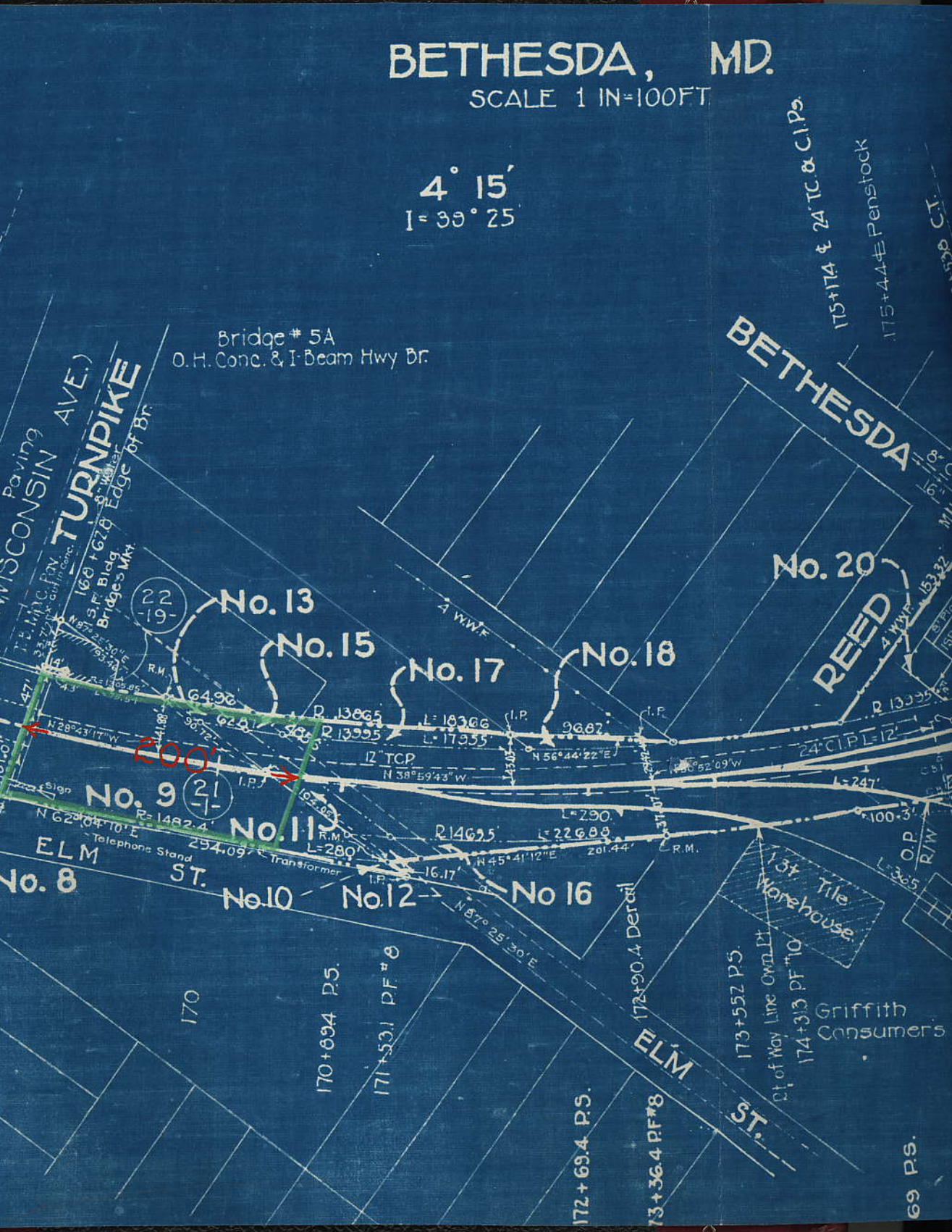
Copy to:
Mr. H. E. Simpson
Mr. A. C. Clarke 4/8/52
Mr. F. G. Hoskins

MONTGOMERY CO., MD.



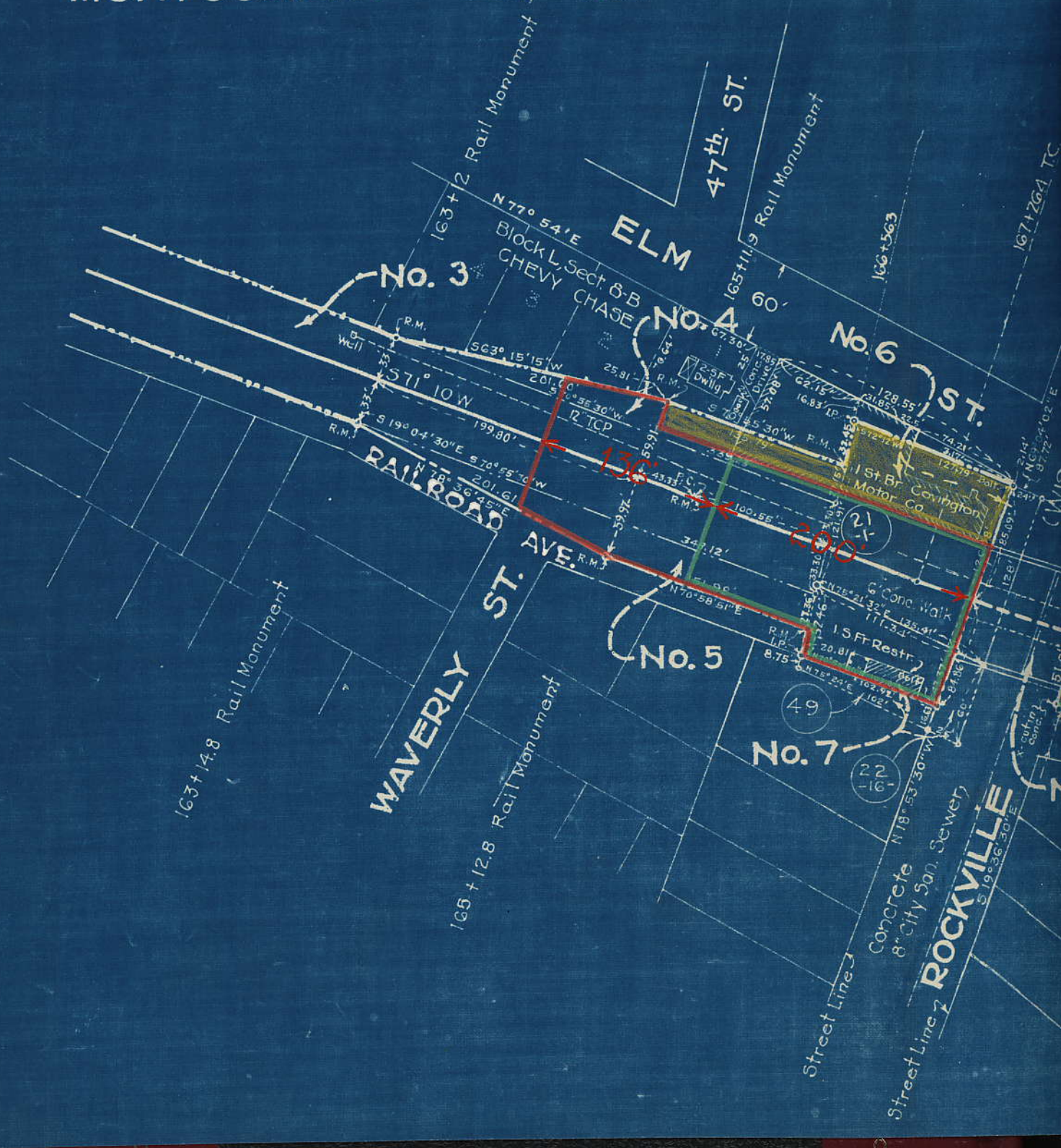
BETHESDA, MD.

SCALE 1 IN=100FT




ST.
N
No. 14
San. Sewer
City Water Main
4 W.W.F.
N 30° 47 E
Macadam
S 31° 36 W
T-C203
T.B. Mac. Drive
S.30°47 W.
T-C203F(3)
Plank
N.45°50'E
No. 21
AVE.
S 87°26'W.
O.Pt.-R/W
(524)
No. 19
O.P. R/W
T-C203F(2)
Rail Mountain
The Standard Oil Co.
T-C203B
Coal
1"=100'
24.1
2
T-C203F(1) serves
Anna O. Miller et al,
T-C 203F(2) serves

MONTGOMERY CO., MD.



BETHESDA, M

SCALE 1 IN=100FT.

4° 15′
I = 39° 25′

Bridge # 5A
O.H. Conc. & I-Beam Hwy Br.

WISCONSIN AVE.)
Paving
TURNPIKE
Edge of Br.
S.F. Bldg
Bridge's Mkt.
168+62.8

22
-19-

No. 13
No. 15
No. 17
No. 18

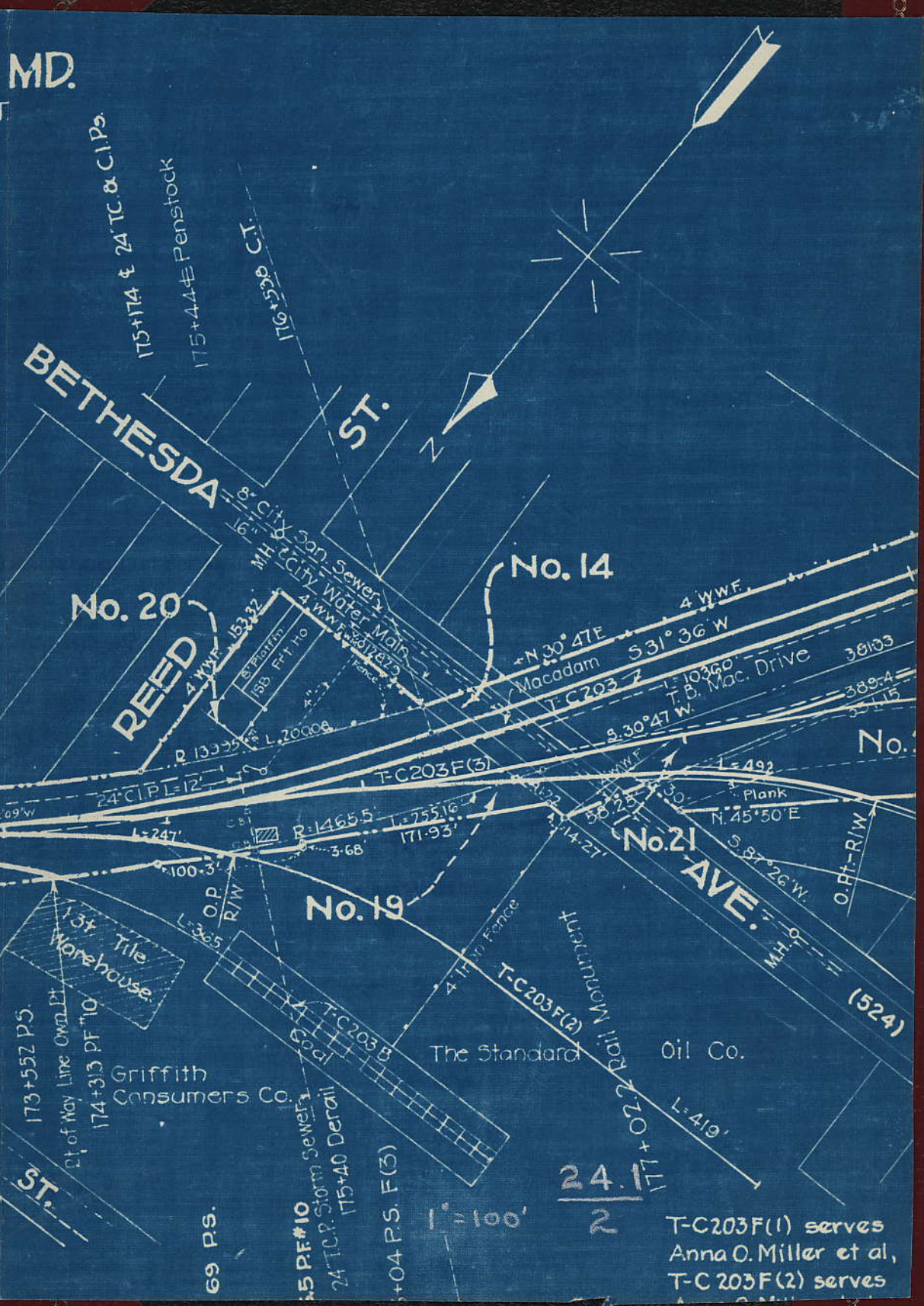
A WWF

R. 13865
R 13995
L. 18366
L. 17955
12" TCP
N 38°59'43" W
N 56°44'22" E
N 50°52'09
N 28°43'17" W
N 87°2'E 30'
R.M.
I.P.
64.96
62.81
96.72
96.87
200'

No. 9
21
-1-
No. 11
R=1482.4'
N 62°04'10" E
294.09'
Telephone Stand
Sign
R.M.
L=280'
Transformer
R 14695'
L=290.
L=226.89
N 45°41'12" E
201.44'
16.17'
N 87° 25' 30" E

ELM
ST.
No. 8
No.10
No.12
No 16

170
170+89.4 P.S.
171+53.1 P.F.#8
172+90.4 Det ail
ELM
172+69.4 P.S.
173+36.4 P.F.#8


MD.
BETHESDA ST.
REED
AVE.
ST.
175+174 ℄ 24" T.C. & C.I.Ps.
175+44E Penstock
176+53 C.T.
No. 20
No. 14
No. 19
No. 21
MH & City Sewer
City Water Main
4" W.W.F.
153.32
8" Platform
15B Frt Ho
R 1399 L 206.08
N 30° 47 E
S 31° 36' W
Macadam
T-C203
T.B. Mac. Drive
S 30° 47 W.
T-C203F(3)
24" C.I.P. L=12'
R=1465.5'
L=755.16
171.93'
3.68'
L=247'
100.3'
O.P. R/W
L=365
1st Tile Warehouse
173+552 P.S.
Pt of Way Line Own. Dt
174+313 PF #10
Griffith Consumers Co.
T-C203B
Coal
175+40 Derail
24" T.C.P. Storm Sewer
69 P.S.
+04 P.S. F(3)
4" Wire Fence
T-C203F(2)
177+02 Rail Mountain
The Standard Oil Co.
L=419'
L=492
Plank
N. 45° 50' E
S. 87° 26' W.
O.Pt-R/W
MH
(524)
24.1
2
1" = 100'
T-C203F(1) serves
Anna O. Miller et al,
T-C 203F(2) serves

June 28, 1950 jfd n

Mr. R. E. Kennedy:

Your File 3697. Further in connection with my letter of January 23rd, 1950, concerning lease of air rights over our tracks and adjacent land on either side of Wisconsin Avenue, Bethesda, Maryland:

It is noted from your letter of June 23rd that Mr. Henry Latterner, Jr., has been successful in obtaining the remaining one-twelfth interest outstanding in the so-called Kirby property fronting on east side of Wisconsin Avenue, Bethesda.

It is also noted that the proposed deed from Mr. and Mrs. Latterner to the Metropolitan Southern Railroad Company is in consideration of $100.00 and you are authorized to conclude this transaction.

W. C. Baker

Xx Bethesda, Md. R&8- Purchase of Property.

Bethesda, Md.
Rd 4

June 23, 1950.
3697

Bethesda, Md. - Acquisition of property from Henry Latterner, Jr. - V.S. 24.1(2).

Mr. Henry Latterner, Jr.,
3600 Macomb Street, N.W.,
Washington, D. C.

Dear Mr. Latterner:

Referring to previous correspondence and conversations with Mr. E. E. Phipps of this office, relative to the outstanding 1/12 interest in the so-called Kirby property fronting on east side of Wisconsin Avenue, Bethesda, Maryland.

Enclosed, in duplicate, is proposed deed from you and Mrs. Latterner to the Metropolitan Southern Railroad Company. Will you both kindly execute the document on lines provided, have signatures witnessed and, after being acknowledged before a Notary Public, return to me.

Very truly yours,

Real Estate Agent.

Copy to:
Mr. W. C. Baker:

Please see yours of January 23, 1950. Please let me have your authority to conclude above transaction, consideration $100.00.

R. E. KENNEDY.

VICE PRES.-OPRN.-MAINT.
B & O

June 23, 1950.

1950 JUN 26 PM 2:05

Bethesda, Md. - Acquisition of property from Henry Lattemer, Jr. -
V.S. 24.1(2).

Mr. Henry Lattemer, Jr.,
2600 Wisconsin Street, N.W.,
Washington, D. C.

Dear Mr. Lattemer:

Referring to previous correspondence and conversations with Mr. R. E. Phipps of this office, relative to the outstanding 1/12 interest in the so-called Kirby property fronting on east side of Wisconsin Avenue, Bethesda, Maryland.

Enclosed, in duplicate, is proposed deed from you and Mrs. Lattemer to the Metropolitan Southern Railroad Company. Will you both kindly execute the document on lines provided, have signatures witnessed and, after being acknowledged before a Notary Public, return to me.

Very truly yours,

Copy to:
Mr. W. C. Baker:

Real Estate Agent.

Please see yours of January 23, 1950. Please let me have your authority to conclude above transaction, consideration $100.00.

R. E. KENNEDY.

REK

January 23, 1950 jfd n

Mr. R.E. Kennedy:

In reply to your letter of January 20th, 1950, concerning lease of air rights over our tracks and adjacent land on either side of Wisconsin Avenue, Bethesda, Md.:

This proposal was authorized to Chief Engineer Clarke in letter dated April 21st, 1947. Now that lease has been consummated with Covington Motors in line with Vice President Simpson's recommendation made in his letter of March 22nd, 1947, it will be satisfactory for you to grant to Roger W. Eisinger and his associates an option to lease the balance of the property involved for a 25-year period, with privilege of renewing for an additional 15-year period, in so far as we have that right.

It is understood that in our dealings with Henry B. Latterner, Jr., in connection with the sale to him of a parcel of land at Chevy Chase, in consideration for that option he was to obtain the reversionary interest in this other property at Bethesda. I am advised that he has now obtained 11/12ths of this interest and is now actively working on the obtainment of the remaining 1/12th interest.

In the event that Eisinger and his associates exercise this option under terms and conditions satisfactory to you, you are authorized to cancel the arrangement with Little Tavern Shops and terminate that lease in accordance with its terms.

W.C. Baker

Baltimore, Maryland, January 20, 1950.

Bethesda, Md. - Proposed lease of property - V.S. 24.1(2).

Mr. W. C. Baker:

Referring to communication dated April 21, 1947 addressed to Chief Engineer Clarke authorizing lease for forty years of air rights over our tracks and adjacent land on either side of Wisconsin Avenue.

Reference is made to Covington Motors Company in letter of March 25, 1947, to Mr. Clarke. That concern was not interested in our entire holdings on east side of Wisconsin Avenue and satisfactory terms have been negotiated and lease signed with Covington for area colored green on attached blue print it desired.

Mr. Roger W. Eisinger of Eisinger Mill and Lumber Company, and associates desire option for six months to lease balance of our holdings on east side of Wisconsin Avenue, shown in red, and premises on west side of Wisconsin Avenue, indicated in orange, for twenty-five years, with option to renew for fifteen additional years.

West of Wisconsin Avenue it is proposed erecting one-story building for stores and east of street four-story building for stores and offices. Between the two buildings they desire to construct immediately under Wisconsin Avenue pedestrian walkway at basement level.

Little Tavern Shops, under terminable agreements from Railroad, maintains its restaurant building and grass plot on area colored yellow on print. If lease is granted, it will necessitate cancelling the Tavern Shops' agreements. However, Mr. Eisinger proposes to offer Tavern Shops street level space in the contemplated building.

Mr. Eisinger owns considerable land in rear of Wisconsin Avenue to be used for parking in connection with proposed buildings. Today that is practically a necessity in Bethesda.

Negotiations with applicants indicate structures will be designed to meet our requirements as to structural strength, support and clearances, lateral and vertical. Buildings will be of brick and concrete.

Baltimore, Maryland, January 20, 1950.

Bethesda, Md. - Proposed lease of property - V.S. 24.1(2).

Mr. W. C. Baker:

Referring to communication dated April 21, 1947 addressed to Chief Engineer Clarke authorizing lease for forty years of air rights over our tracks and adjacent land on either side of Wisconsin Avenue.

Reference is made to Covington Motors Company in letter of March 25, 1947, to Mr. Clarke. That concern was not interested in our entire holdings on east side of Wisconsin Avenue and satisfactory terms have been negotiated and lease signed with Covington for area colored green on attached blue print it desired.

Mr. Roger W. Elsinger of Elsinger Mill and Lumber Company, and associates desire option for six months to lease balance of our holdings on east side of Wisconsin Avenue, shown in red, and premises on west side of Wisconsin Avenue, indicated in orange, for twenty-five years, with option to renew for fifteen additional years.

West of Wisconsin Avenue it is proposed erecting one-story building for stores and east of street four-story building for stores and offices. Between the two buildings they desire to construct immediately under Wisconsin Avenue pedestrian walkway at basement level.

Little Tavern Shops, under terminable agreements from Railroad, maintains its restaurant building and grass plot on area colored yellow on print. If lease is granted, it will necessitate cancelling the Tavern Shops' agreements. However, Mr. Elsinger proposes to offer Tavern Shops street level space in the contemplated building.

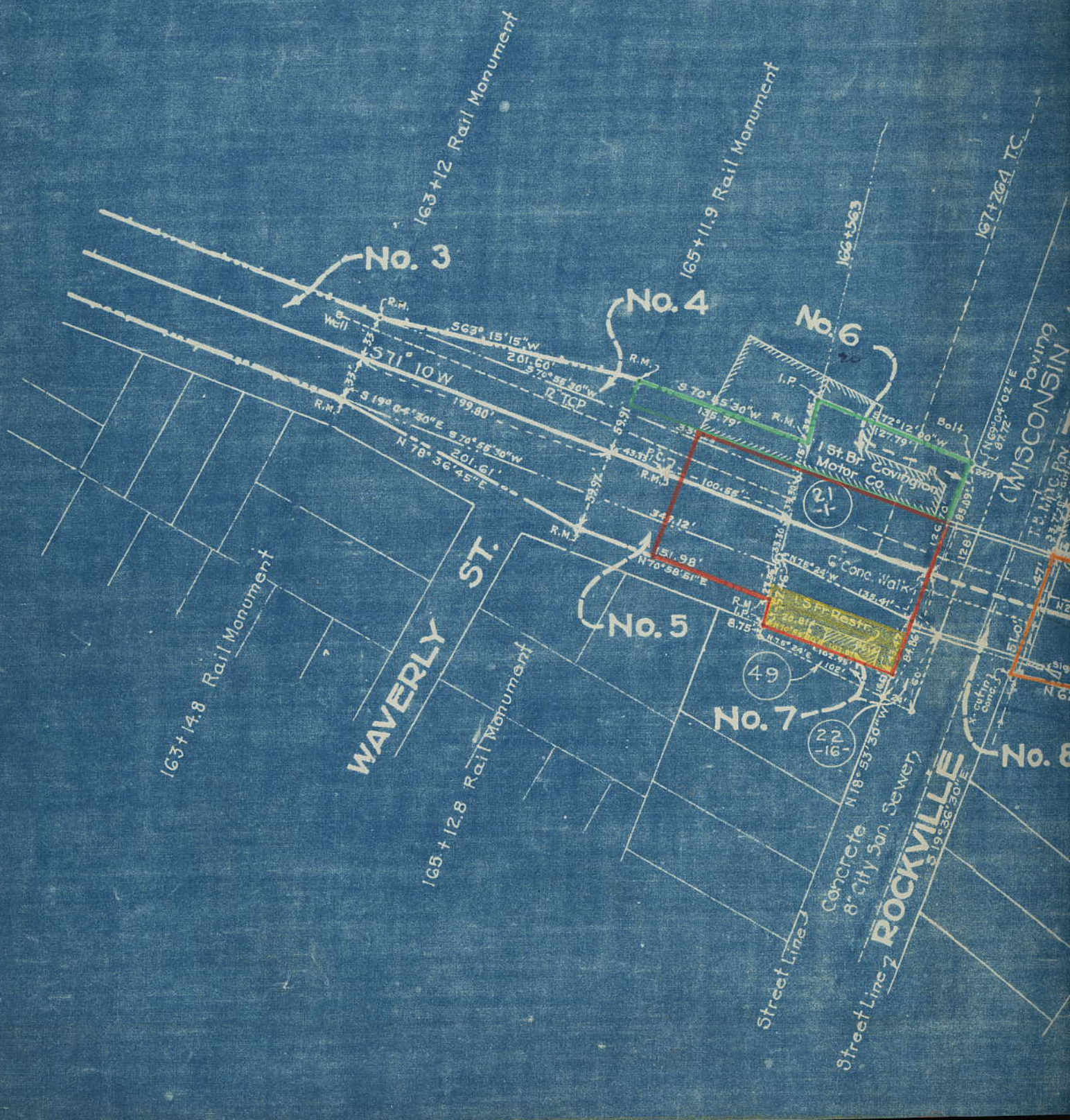
Mr. Elsinger owns considerable land in rear of Wisconsin Avenue to be used for parking in connection with proposed buildings. Today that is practically a necessity in Bethesda.

Negotiations with applicants indicate structures will be designed to meet our requirements as to structural strength, support and clearances, lateral and vertical. Buildings will be of brick and concrete.

Will you kindly inform me whether I am authorized to grant Mr. Eisinger and his associates option to lease premises shown in red and orange on plan, and in so far as we have the right, the privilege of constructing pedestrian tunnel over our property but under Wisconsin Avenue for twenty-five years, with right to extend the arrangement for fifteen additional years, under terms and conditions and at rental satisfactory to me. If so, I should also be authorized to cancel arrangement with Little Tavern Shops and consummate the lease, in event Mr. Eisinger and his associates exercise the option.

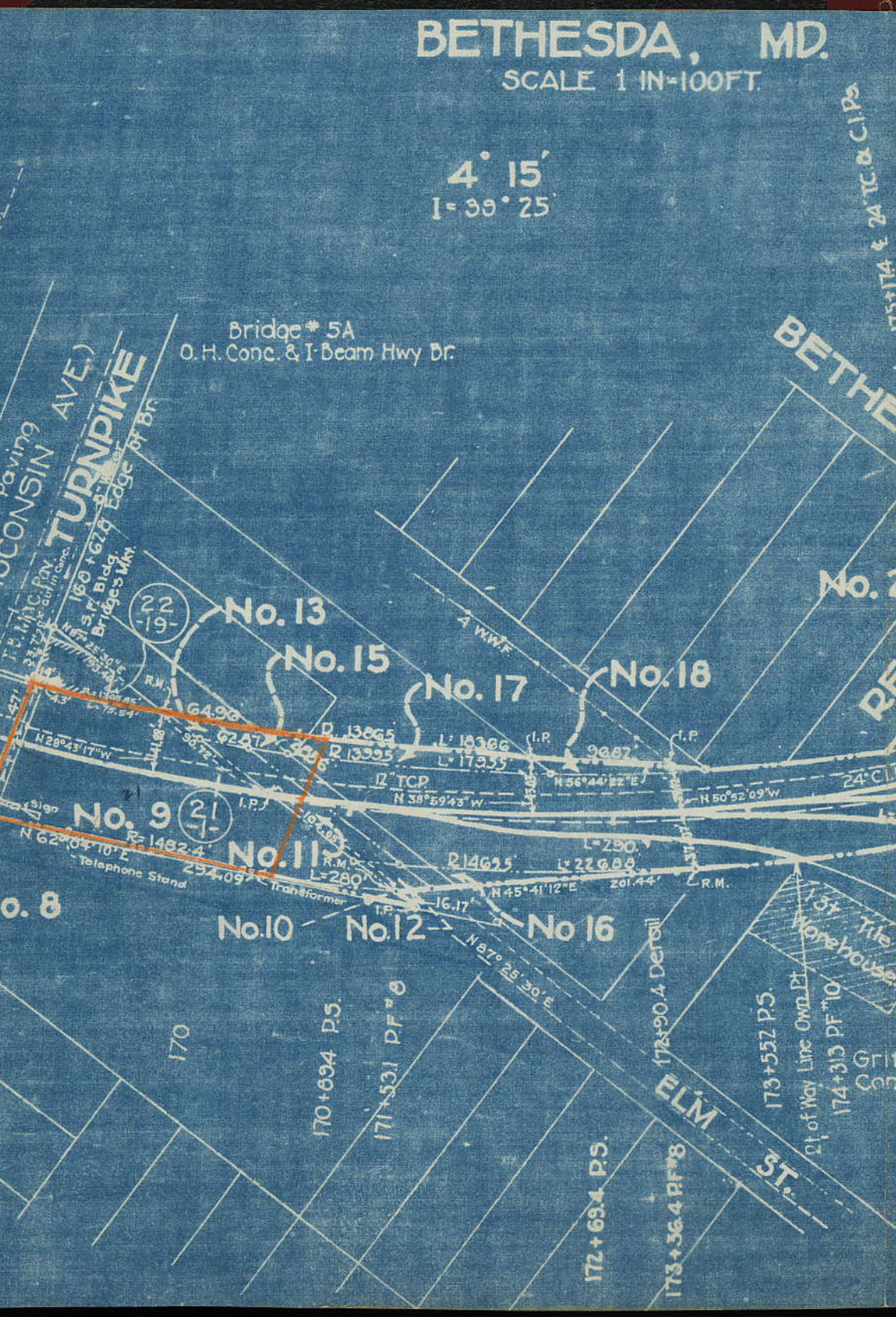
R. E. KENNEDY.

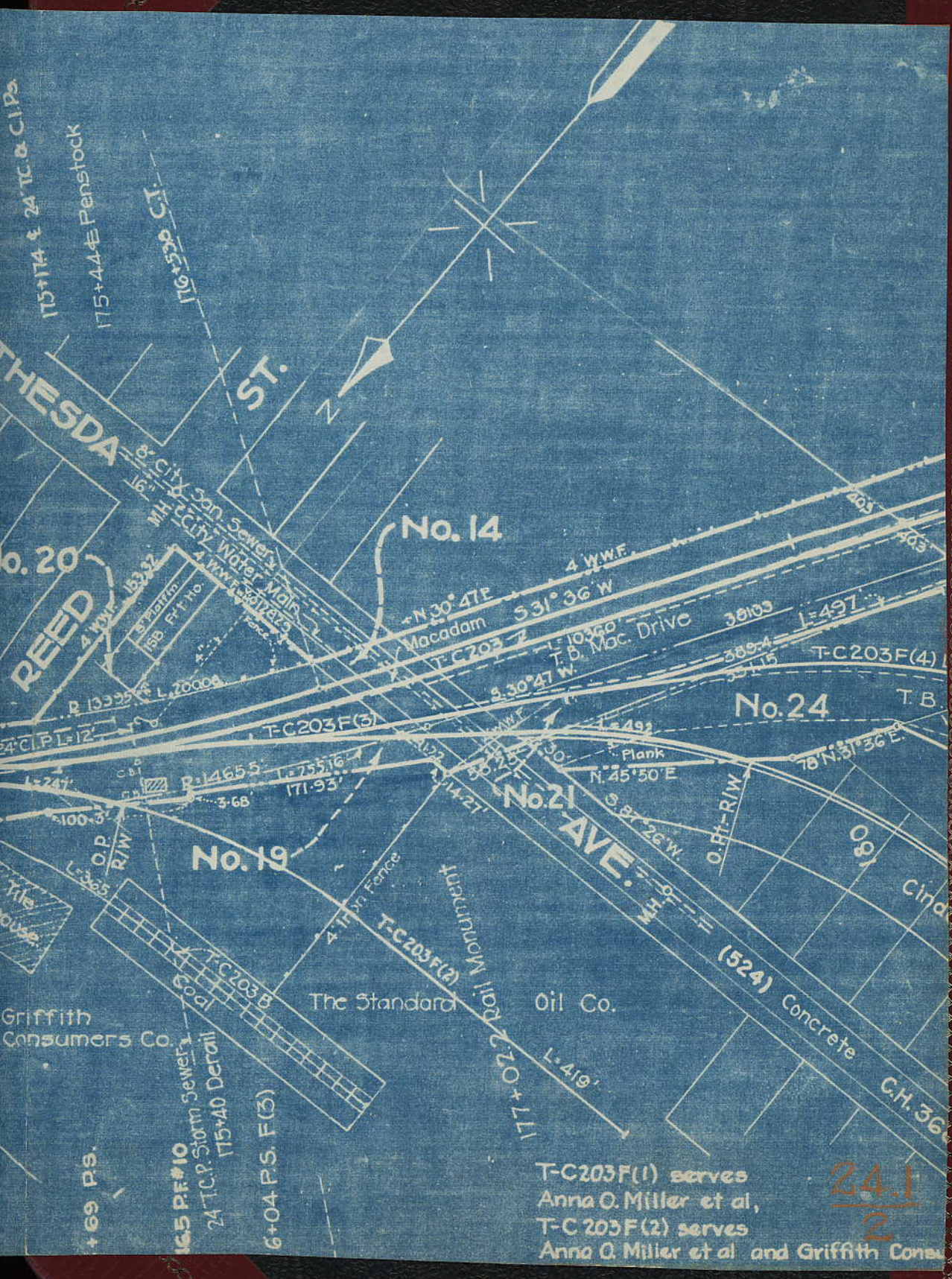
MONTGOMERY CO., MD.



BETHESDA, MD.

SCALE 1 IN=100FT.




175+174 & 24" T.C. & C.I.P.s
175+444 Penstock
176+550 C.T.
THESDA ST.
No. 20
REED
No. 14
No. 24
No. 21
No. 19
AVE.
City San. Sewer
City Water Main
4 W.W.F.
N 30° 47' E
S 31° 36' W
Macadam
T-C203 Z
T.B. Mac. Drive
S 30° 47' W
T-C203F(4)
T-C203F(3)
T.B.
Plank
N. 45° 50' E
S 87° 26' W
O.Pt.-R/W
O.P. R/W
Tile house
Cinder
(524) Concrete
C.H. 36
The Standard Oil Co.
Griffith Consumers Co.
T-C203 B
Coal
T-C203F(2)
Rail Mountain
177+02
L=419'
4" Fence
+69 P.S.
165 P.F.#10
24" T.C.P. Storm Sewer
175+40 Derail
6+04 P.S. F(3)
T-C203F(1) serves
Anna O. Miller et al,
T-C 203 F(2) serves
Anna O. Miller et al and Griffith Cons.
24.1
2

April 21,1947

Mr. A. C. Clarke:

Referring to your letter of April 17th and previous correspondence, bearing on the matter of lease of "air rights" for a distance of about 200 ft. in each direction from the Wisconsin Avenue Overhead Bridge at Bethesda, Md., as well as such land as we own fronting on that street.

Note that, in progressing your authority for this arrangement, question has arisen as to the time limit of 20 years placed on the lease and you feel this limit should be raised to 40 years in order that a more adequate period may be had for amortization of investment.

Under the circumstances, I see no objection to raising the limit from 20 to 40 years as recommended by you and it may be so arranged on the understanding that satisfactory rental negotiations may be had on proper notice at the end of any 5-year period.

C. W. Van Horn

C - O * P - Y

March 25, 1947

Mr. A. C. Clarke:

Referring to your letter of February 28th and returning Enclosures, bearing on proposal to lease "air rights" for a distance of about 200 fe. in each direction from the Wisconsin Avenue overhead bridge at Bethesda, Md., as well as such land as we own fronting on that street.

Note that the arrangement contemplated involves covering our right of way by the lessee for a distance of about 200 ft. east and west of the Wisconsin Avenue bridge, which right of way is located in a cut at this point and permitting erection of buildings on the built-over space, as well as the other frontage owned by our company on the avenue in question.

There is no objection to the proposal from an operating standpoint provided design for the supports of all structures, as well as lateral and vertical clearances are properly approved by you.

The Traffic Department, however, calls attention to the fact that the type of business which would be involved in the facilities installed in connection with these "air rights" would no doubt be of a retail nature and of little traffic value. However, Vice President Simpson states he has no objection to the leasing arrangement but rather limits the scope of negotiations through recommendation that the space on the east side of Wisconsin Avenue be leased to the Covington Motors Company and on the west side to the Eisinger Mill & Lumber Company.

If theReal Estate Agent feels he can handle the proposition profitably to our company with the limitations imposed by the Traffic Department, arrangements may be made accordingly under terms and conditions satisfactory to him, with construction meeting your approval. As stated in your letter, believe it would be well to limit the lease to a maximum term of 20 years.

In event too large a variation in the rental proposals exist as between the two recommended companies and other bidders, you may submit such matter for further consideration.

C. W. Van Horn

C O P Y

C _ O _ P _ Y

April 21,1947 lbb n

Mr. A. C. Clarke:

Referring to your letter of April 17th and previous correspondence, bearing on the matter of lease of "air rights" for a distance of about 200 ft. in each direction from the Wisconsin Avenue Overhead Bridge at Bethesda, Md., as well as such land as we own fronting on that street.

Note that, in progressing your authority for this arrangement, question has arisen as to the time limit of 20 years placed on the lease and you feel this limit should be raised to 40 years in order that a more adequate period may be had for amortization of investment.

Under the circumstances, I see no objection to raising the limit from 20 to 40 years as recommended by you and it may be so arranged on the understanding that satisfactory rental negotiations may be had on proper notice at the end of any 5-year period.

C. W. Van Horn

V

See also file R-48
Chevy Chase Md
Sale of Property to Henry B. Latterner Jr.

Baltimore, Md., April 17th, 1947.

Bethesda, Md. - Lease of "air rights".

Bethesda Md. Rail-

Mr. C. W. Van Horn:

Referring to your letter of March 25th authorizing the proposed lease of "air rights" for a distance of about 200 feet in each direction from the Wisconsin Avenue Overhead Bridge at Bethesda, Md., as well as such land as we own fronting on that street.

In my letter to you dated February 28th, I suggested that it would be well to limit the proposed lease to a maximum term of 20 years. Recently Real Estate Agent Kennedy was contacted by a Real Estate representative from Washington, D.C., who informed him that certain applicants, who were interested in leasing these rights, requested a 40 year term; a longer term being desired for the purpose of properly amortizing the investment.

I realize that Licensee would have to go to considerable expense for the erection of durable structures on substantial supports, which design would have to conform to specificiations approved by this office. It would, therefore, be my recommendation that we extend the term of lease for a period of 40 years, with the provision that Railroad, upon 60 days' written notice, can reopen negotiations for an equitable increase in annual rental, after each 5 year period.

If this proposal meets with your approval, kindly arrange to issue the necessary authority so that Mr. Kennedy will be in a position to continue negotiations.

A. C. Clemons

cc - Mr. R. E. Kennedy

Baltimore, Md., April 17th, 1947.

Bethesda, Md. - Lease of Airrights

Mr. C. W. Van Horn:

Referring to your letter of March 25th authorizing the proposed lease of "air rights" for a distance of about 200 feet in each direction from the Wisconsin Avenue Overhead Bridge at Bethesda, Md., as well as such land as we own fronting on that street.

In my letter to you dated February 28th, I suggested that it would be well to limit the proposed lease to a maximum term of 20 years. Recently Real Estate Agent Kennedy was contacted by a Real Estate representative from Washington, D.C., who informed him that certain applicants, who were interested in leasing these rights, requested a 40 year term; a longer term being desired for the purpose of properly amortizing the investment.

I realize that licensee would have to go to considerable expense for the erection of durable structures on substantial supports, which design would have to conform to specifications approved by this office. It would, therefore, be my recommendation that we extend the term of lease for a period of 40 years, with the provision that Railroad, upon 60 days' written notice, can reopen negotiations for an equitable increase in annual rental, after each 5 year period.

If this proposal meets with your approval, kindly arrange to issue the necessary authority so that Mr. Kennedy will be in a position to continue negotiations.

A. G. [illegible]

cc - Mr. R. E. Kennedy

March 25, 1947 lbb n

Mr. A. C. Clarke:

Referring to your letter of February 28th and returning enclosures, bearing on proposal to lease "air rights" for a distance of about 200 ft. in each direction from the Wisconsin Avenue overhead bridge at Bethesda, Md., as well as such land as we own fronting on that street.

Note that the arrangement contemplated involves covering our right of way by the lessee for a distance of about 200 ft. east and west of the Wisconsin Avenue bridge, which right of way is located in a cut at this point and permitting erection of buildings on the built-over space, as well as the other frontage owned by our company on the avenue in question.

There is no objection to the proposal from an operating standpoint provided design for the supports of all structures, as well as lateral and vertical clearances are properly approved by you.

The Traffic Department, however, calls attention to the fact that the type of business which would be involved in the facilities installed in connection with these "air rights" would no doubt be of a retail nature and of little traffic value. However, Vice President Simpson states he has no objection to the leasing arrangement but rather limits the scope of negotiations through recommendation that the space on the east side of Wisconsin Avenue be leased to the Covington Motors Company and on the west side to the Eisinger Mill & Lumber Company.

If the Real Estate Agent feels he can handle the proposition profitably to our company with the limitations imposed by the Traffic Department, arrangements may be made accordingly under terms and conditions satisfactory to him, with construction meeting your approval. As stated in your letter, believe it would be well to limit the lease to a maximum term of 20 years.

In event too large a variation in the rental proposals exist as between the two recommended companies and other bidders, you may submit such matter for further consideration.

C. W. Van Horn

V

Baltimore - March 22, 1947
File - 67909

Bethesda, Md
R&H

Mr. C. W. Van Horn:

Responding to yours March 3, and returning papers, regarding proposed lease of "air rights" over our right-of-way for a distance of approximately 200 feet in each direction from the Wisconsin Avenue overhead bridge at Bethesda, Md., as well as such land as we own fronting on that street.

There are a number of applicants interested in this lease, most of whom would be of little or no value to the Baltimore and Ohio from a freight traffic standpoint. There are two concerns, however, who are particularly interested in securing "air rights" over our right-of-way and tracks at Bethesda - the Covington Motors, Inc., for the area on the east side of Wisconsin Avenue and the Eisinger Mill and Lumber Company for the area on the west side thereof. In connection with the latter concern, it is our understanding they are desirous of building one-story stores along Wisconsin Avenue and along Elm Street over our right-of-way and tracks but would not require space in excess of 100 feet deep instead of 200 feet as indicated on attached print.

The Covington Motors have the Packard automobile agency in Bethesda, and while present uncertainty in the automobile business makes it impossible to estimate just how much additional business might accrue to the Baltimore and Ohio by reason of our leasing them the space they desire, this concern has been very friendly to our road in the past and have assured us they will specify our Silver Spring delivery when inbound carload shipments of automobiles again commence.

The Eisinger Mill and Lumber Company are served by private siding from our line at Bethesda, and while they desire lease in question mainly for the purpose of erecting buildings on Wisconsin Avenue for display purposes and lease to other concerns, there is no doubt but that the Baltimore and Ohio will benefit in the way of additional freight from this firm as result of other expansions presently contemplated.

In the circumstances, we have no objection to leasing our "air rights" in question, and from a traffic standpoint would prefer that lease be made with the Covington Motors for space at the east side of Wisconsin Avenue and with the Eisinger Mill & Lumber Company for that on the west side.

H. E. Simpson

Baltimore - March 22, 1947
File - 67909

Mr. C. W. Van Horne

VICE PRES.-OPRN.-MAINT.
B. & O.

1947 MAR 24 PM 4:05

Responding to yours March 3, and returning papers, regarding proposed lease of "air rights" over our right-of-way for a distance of approximately 200 feet in each direction from the Wisconsin Avenue overhead bridge at Bethesda, Md., as well as each land as we own fronting on that street.

There are a number of applicants interested in this lease, most of whom would be of little or no value to the Baltimore and Ohio from a freight traffic standpoint. There are two concerns, however, who are particularly interested in securing "air rights" over our right-of-way and tracks at Bethesda - the Covington Motors, Inc., for the area on the east side of Wisconsin Avenue and the Eisinger Mill and Lumber Company for the area on the west side thereof. In connection with the latter concern, it is our understanding they are desirous of building one-story stores along Wisconsin Avenue and along Elm Street over our right-of-way and tracks but would not require space in excess of 100 feet deep instead of 200 feet as indicated on attached print.

The Covington Motors have the Packard automobile agency in Bethesda, and while present uncertainty in the automobile business makes it impossible to estimate just how much additional business might accrue to the Baltimore and Ohio by reason of our leasing them the space they desire, this concern has been very friendly to our road in the past and have assured us they will specify our Silver Spring delivery when inbound carload shipments of automobiles again commence.

The Eisinger Mill and Lumber Company are served by private siding from our line at Bethesda, and while they desire lease in question mainly for the purpose of erecting buildings on Wisconsin Avenue for display purposes and lease to other concerns, there is no doubt but that the Baltimore and Ohio will benefit in the way of additional freight from this firm as result of other expansions presently contemplated.

In the circumstances, we have no objection to leasing our "air rights" in question, and from a traffic standpoint would prefer that lease be made with the Covington Motors for space at the east side of Wisconsin Avenue and with the Eisinger Mill & Lumber Company for that on the west side.

H. E. Simpson

March 19, 1947 lbb n

Mr. H. E. Simpson:

Will you kindly refer to my letter of March 3rd, handing you papers from Chief Engineer Clarke, bearing on proposal to lease "air rights" over our right of way for a distance of about 200 ft. in each direction from the Wisconsin Avenue overhead bridge at Bethesda, Md., as well as such land as we own fronting on that street.

As soon as you are in position to do so, I shall be pleased to hear from you in connection with this matter.

C. W. Van Horn

TICKLER
4/2/47

7425

March 17, 1947

Bethesda Rtt-

Memorandum for Mr. Van Horn:

Your letter March 3rd, 1947 to Vice President Simpson, with copy to me, and returning photograph in connection with proposal to lease "air rights" over our right of way for a distance of about 200 ft. in each direction from the Wisconsin Avenue bridge at Bethesda, Md., as well as such land as we own fronting on that street.

From an operating standpoint, there is no objection to the leasing of "air rights" at this location, provided supporting work is in accordance with Chief Engineer's standards and our slopes are amply protected. The potential project would prevent debris, etc., being thrown on the right of way at this point.

F. G. Hoskins

March 17, 1947

Memorandum for Mr. Van Horn:

Your letter March 3rd, 1947 to Vice President Simpson, with copy to me, and returning photograph in connection with proposal to lease "air rights" over our right of way for a distance of about 200 ft. in each direction from the Wisconsin Avenue bridge at Bethesda, Md., as well as such land as we own fronting on that street.

From an operating standpoint, there is no objection to the leasing of "air rights" at this location, provided supporting work is in accordance with Chief Engineer's standards and our slopes are amply protected. The potential project would prevent debris, etc., being thrown on the right of way at this point.

F. de W. Hopkins

Baltimore - March 7, 1947.
4-New

MR. H. E. SIMPSON:

Your memorandum March 5, in regard to lease of "air rights" at Bethesda, Md.:

The applicants for this lease are as follows:

Seey
Rwo

George Wilson, Room 505, 918 F Street, N.W., Washington, D.C.
Roger W. Eisinger, Eisinger Mill & Lumber Co., Inc., Bethesda, Md.
Sauter & Gingery, 7136 Wisconsin Avenue, Bethesda 14, Md.
Carroll B. Sager, 7335 Wisconsin Avenue, Bethesda 14, Md.
T. Franklin Schneider, Jr., represented by Chas. C. Koones & Co., Southern Building, Washington, D.C.
G. Jacobson, 7456 Wisconsin Avenue, Bethesda, Md.
Henry Latterner, Jr., 3600 Macomb Street, N.W., Washington, D.C.
J. H. Covington, Bethesda, Md.
P. H. McGee, 335 E. Montgomery Avenue, Rockville, Md.

Mr. Roger W. Eisinger is in charge of the business of the Eisinger Mill & Lumber Company, one of our larger shippers at Bethesda, and it is my understanding that Sauter & Gingery are associated with Mr. Eisinger.

The type of business which would be operated in facilities installed in connection with these "air rights" most likely would be of a retail nature, and hence of little freight traffic value. However, so far as I can see, the leasing of the "air rights" as proposed would in no way affect industrial development at Bethesda, and would produce a high rental. Therefore, from an industrial development standpoint, I see no objection to the proposal.

As requested, am forwarding all papers to FTM Settle for his views and recommendation.

GAYLE W. ARNOLD -

CC-MR. H. G. SETTLE:

Attached are papers referred to in Mr. Simpson's memorandum of the 5th, copy to you.

Kindly attach your views and recommendation, and return the papers to Mr. Simpson through GFTM Phipps.

GAYLE W. ARNOLD -

March 3, 1947 lbb n

Bethesda, Md. RHH

Mr. H. E. Simpson:

Enclosed is letter dated February 28th from Chief Engineer Clarke and other papers, bearing on proposal to lease "air rights" over our right of way for a distance of about 200 feet in each direction from the Wisconsin Avenue overhead bridge at Bethesda, Md., as well as such land as we own fronting on that street.

You will note the applicants for this privilege have in mind covering our right of way and tracks and erecting buildings for the entire frontage along Wisconsin Avenue and have requested leases varying in length from five to forty years, with the Chief Engineer approving aperiod of twenty years only.

In considering this matter you will, of course, desire to know the names of the applicants for the privilege and, in this connection, may I suggest you have your Industrial Department contact the Real Estate Agent who will afford them full details.

When you have concluded your deliberations I shall be pleased to have your recommendation.

C. W. Van Horn

Copy to

Mr. A. C. Clarke

Mr. F. G. Hoskins.....I am enclosing photograph showing our right of way east and west from the Wisconsin Avenue overhead bridge. The proposal is to permit building over this cut for a distance of about 200 feet in each direction. Do you have any objection from an operating standpoint to granting this privilege on the understanding that all construction will be at no cost to our Company and done in a manner satisfactory to the Chief Engineer?

C. W. V.

RHH-Air Rights-General.

Baltimore, Md., February 28th, 1947.

Bethesda, Md. - Lease of "air rights".

Mr. C. W. Van Horn:

There is much business activity in Bethesda, Md. and our Real Estate Department has, at present time, many inquiries to lease "air rights" over our right of way on both sides of Wisconsin Avenue (Rockville Turnpike) overhead bridge, as well as such land as we own fronting on said street, for a depth of 550 feet.

All applicants have in mind covering our right of way and tracks and erecting buildings for entire frontage along Wisconsin Avenue for a depth of 200 feet, and those who are interested in the additional depth propose placing concrete slabs for parking automobiles.

At present, we have three licenses that would be affected; one to J. H. Covington, terminable at any time on 30 days' notice, rental $1,050.00 per annum, and two with Little Tavern Shops, Inc., one carrying a rental of $300.00 per year, terminable on 30 days' notice and the other provides for rental of $900.00 per annum under agreement expiring March 31, 1948.

Terms requested by applicants vary from 5 years to 40 years, the longer terms being desired for amortizing their investments.

Attached is fragment print of our Valuation Map, on which is outlined in green two parcels of our property on each side of Wisconsin Avenue, 200 feet deep, also attached are five photographs showing two views of Wisconsin Avenue bridge from our railroad, as well as three views of Wisconsin Avenue in the vicinity of the bridge.

From an engineering standpoint, I have no objection to the lease of "air rights" for the two parcels outlined in green, 200 feet deep, for a maximum period of 20 years and upon terms and conditions satisfactory to Real Estate Agent Kennedy, provided design for the supports of all structures, including concrete slabs, as well as all lateral and vertical clearances, are first approved by this office.

If this proposal meets with your approval, kindly arrange to issue the necessary authority so that Mr. Kennedy will be in a position to negotiate with the various applicants.

After photographs have served your purpose, kindly return same.

A. W. Clarke

cc - Mr. R. E. Kennedy - Print attached herewith.

Baltimore, Md., February 28th, 1947.

Bethesda, Md. - Lease of "air rights".

Mr. C. W. Van Horn:

There is much business activity in Bethesda, Md. and our Real Estate Department has, at present time, many inquiries to lease "air rights" over our right of way on both sides of Wisconsin Avenue (Rockville Turnpike) overhead bridge, as well as such land as we own fronting on said street, for a depth of 350 feet.

All applicants have in mind covering our right of way and tracks and erecting buildings for entire frontage along Wisconsin Avenue for a depth of 200 feet, and those who are interested in the additional depth propose placing concrete slabs for parking automobiles.

At present, we have three leases that would be affected; one to J. H. Covington, terminable at any time on 30 days' notice, rental $1,050.00 per annum, and two with Little Tavern Shops, Inc., one carrying a rental of $300.00 per year, terminable on 30 days' notice and the other provides for rental of $900.00 per annum under agreement expiring March 31, 1948.

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After photographs have served your purpose, kindly return same.

A. G. Harris

cc - Mr. R. E. Kennedy - Print attached herewith.

OPERATING VICE-PRESIDENT'S FILE

No. Bethesda-Md.-R-44
Lease of Air Rights
Over our Right of Way
Volume 1-Closed

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