

APPENDIX E

MD SHA / Fort Meade Memorandum of Agreement (MOA)

MEMORANDUM OF AGREEMENT
BETWEEN
FORT GEORGE G. MEADE
AND
MARYLAND STATE HIGHWAY ADMINISTRATION

SUBJECT: Memorandum of Agreement (hereinafter called "MOA") between Fort George G. Meade (hereinafter called "FGGM") and the Maryland State Highway Administration (hereinafter called "SHA") for the granting of a perpetual easement on FGGM to make road and intersection improvements to, and, to construct and maintain facilities along, Maryland Route 175 (hereinafter called "MD 175").

1. Purpose. This MOA documents the relationships and responsibilities between FGGM and SHA for SHA to acquire a perpetual easement on FGGM and for SHA to provide in-kind fair market value compensation for such perpetual easement. Implementation of this MOA shall be in consonance with guidance from Installation Management Command (hereinafter called "IMCOM") and U.S. Army Corps of Engineers (hereinafter called "CoE").

2. Scope and Responsibility:

A. FGGM agrees to SHA's selecting Alternative 6 with the 21 ½ Street Option through Fort Meade for the long-term widening of MD 175 between MD 295 and MD 32, as shown in the current Preferred Alternative and Conceptual Mitigation document for the MD 175 Project Planning Study (See Attachment) (hereinafter called "Preferred Alternative"). FGGM also agrees to SHA's selection of interim intersection designs at MD 175 and MD 713 (Rockenbach Road/Ridge Road); MD 175 and Disney Road/26th Street; and MD 175 at Reece Road, and MD 175 at Mapes Road/Charter Oaks Boulevard (hereinafter collectively called "Interim Improvements"). (The Preferred Alternative and the Interim Improvements are sometimes hereinafter collectively called the "Projects".) The Projects require an easement or right of way on FGGM. SHA shall work to minimize impacts to FGGM land to the maximum extent practical. FGGM agrees to fully support making the easement or right of way available that is needed on FGGM for the Projects by CoE issuing a perpetual easement (hereinafter called "Perpetual Easement"). The Perpetual Easement shall be developed using plats and a metes and bounds description developed by SHA and approved by both parties.

B. In exchange for issuing the Perpetual Easement to SHA, the parties agree that SHA shall provide roadway and related improvements as part of the Preferred Alternative and Interim Improvements as well as fund additional

work at FGGM described below in section 3, which cumulatively is agreed by SHA and FGGM to satisfy the CoE's fair market value calculation for the Perpetual Easement (hereinafter called "SHA In-Kind Consideration"), subject to CoE's concurrence.

- C. The parties agree to work in good faith to perform the obligations set forth in paragraphs 3 and 4 below.

3. SHA shall:

- A. Construct the Preferred Alternative and Interim Improvements along MD 175 under separate contracts and in any order as funding becomes available for each phase. Currently, the phases for construction of the Projects are as follows:
 - 1. MD 175/MD 713 and DISNEY ROAD/26TH STREET PROJECT- MD 175 at MD 713 and at Disney Road/26th Street consists of planned improvements on MD 175 consisting of a 4-lane section with turn lanes from approximately 1255 feet west of MD 713 (SHA station approximately 242+95) to approximately 2345 feet east of MD 713 (SHA station 278+65);
 - 2. MD 175/REECE ROAD PROJECT -MD 175 at Reece Road consists of planned improvements on MD 175 consisting of a 4-lane section with turn lanes from approximately 2050 feet west of Reece Road (SHA station approximately 305+00) to approximately 1600 feet east of Reece Road (SHA station approximately 341+50);
 - 3. MD 175/MAPES ROAD PROJECT – MD 175 at Mapes Road consists of planned improvements on MD 175 consisting of a 4-lane section with turn lanes from approximately 1775 feet west of Mapes Road (SHA station approximately 341+50) to approximately 1050 feet east of Mapes Road (SHA station approximately 369+75); and
 - 4. MD 175 WIDENING PROJECT- MD 175 Widening from MD 295 to MD 170 consists of planned improvements on MD 175 consisting of a 4-lane section with a median and turn lanes from Brock Bridge Road (SHA station approximately 14+00) to MD 295 (SHA station approximately 32+00), a 6-lane section with a median and turn lanes from MD 295 (SHA station approximately 32+00) to MD 32 (SHA station approximately 247+00) and intersection improvements, which consist of a 4-lane and 5-lane section with turn lanes from MD 32 (SHA station approximately 247+00) to MD 170 (SHA station approximately 310+00).
 - i. When the work in paragraph 3.A.4 begins, SHA shall simultaneously begin construction of the Reinforced Force Protection Wall and Building Hardening as defined in section B.3 below.

B. Provide the SHA In-Kind Consideration to FGGM by constructing or funding construction of various improvements including those described in subparagraphs 3.B.1 through 3.B.5 below:

1. The value of the construction of intersection improvements at MD 175/MD 713 and DISNEY ROAD/26TH Street, MD 175/REECE ROAD, MD 175/MAPES ROAD, and the construction of the MD 175 WIDENING PROJECT to the extent that it is to alleviate FGGM's contribution to increased traffic.
2. The cost of "hardening" the following existing buildings which are within 148 feet of the future Reinforced Force Protection Wall, in accordance with U.S. Army regulation, "AED Design Requirements: Site Layout Guidance," (Building Hardening).
 - i. Military Entrance Processing Center (MEPS); and
 - ii. Criminal Investigation Division (CID)
3. The cost for constructing a 10-foot-high, reinforced force protection wall and replacement gates to Army specifications along FGGM property on the west side of MD 175 (Reinforced Force Projection Wall). The length of the Reinforced Force Protection Wall shall be from 20th Street to 4th Street. The construction of the roadway and related improvements will be done in such a way as to ensure a secure perimeter around FGGM at all times.
4. **Provide an amount (not to exceed a maximum of Ten Million Dollars (\$10,000,000)) to pay for design, construction, and related costs of improvements to the Access Control Point (hereinafter called "Rockenbach ACP") at Rockenbach Road upon receipt of the fully executed and recordable Perpetual Easement. Further, if the Rockenbach ACP costs less than the budgeted Ten Million Dollars (\$10,000,000), the remaining SHA In-Kind Consideration shall be allocated to other roadway, security, or access control improvements on FGGM in accordance with IMCOM and CoE guidance and approval.**
 - i. SHA shall enter into an agreement with Eastern Federal Lands Highway Division (hereinafter called "EFLHD") of the Federal Highway Administration that will allow SHA to fund the design and construction of the Rockenbach ACP through EFLHD acting as Project Manager.
 - ii. In the event EFLHD is unable to enter into agreement with SHA, is unable to construct the Rockenbach ACP, or is unable to perform

such tasks without a diminution of funds, the parties agree that SHA shall endeavor to enter into an agreement with the CoE to perform those tasks assigned to EFLHD under this MOA without any diminution of funds. In accordance with applicable Federal statutes, if available and if agreed to by CoE, SHA shall transfer Federal funds allocated for Maryland from the Federal Highway Administration to the CoE.

- iii. In the event that both EFLHD and CoE are unable to enter into an agreement with SHA, are unable to design and construct the Rockenbach ACP, or are unable to perform such tasks without a diminution of funds, the parties agree that SHA shall hire a Project Manager to perform those tasks targeted for EFLHD or CoE under this MOA and that SHA costs (such as SHA salaries, payroll burden, overhead, and consultants) which are incurred by SHA in the design, construction or oversight of the Project Manager shall be invoiced against the budgeted Ten Million Dollars (\$10,000,000).
 - iv. The parties mutually recognize that time is of the essence in initiating the design of the Rockenbach ACP. Upon execution of this MOA by the parties and granting of the right of entry by FGGM to SHA as discussed in 4.A, SHA agrees to make sufficient funding available in order to complete all tasks, third party reviews (including Center of Standardization [Omaha]), and design documents necessary to advertise the Rockenbach ACP as a design-build project.
5. The cost to clear additional trees within fifteen (15) feet of the proposed fence line to improve and enhance security at FGGM.
- C. Clear trees within the FGGM boundary associated with the Preferred Alternative and Interim Improvements.
 - D. Require its construction contractor to pay the fair market value that is received for those felled trees in the cleared area into the Department of Defense Forestry Fund.
 - E. Reforest cleared trees on FGGM property. In the event that no sites are available on FGGM property or FGGM does not make them available, SHA shall, per the Department of Natural Resources regulations, either, i) pay into the Department of Natural Resources Bank instead of reforesting or, ii) reforest off FGGM property.
 - F. Construct replacement force protection fencing before removing existing force protection fencing in order to maintain FGGM's secure perimeter during each individual project. Said fencing is to be to FGGM's

specifications. Temporary fencing may also be used subject to FGGM's approval.

- G. Construct and maintain, (i) any stormwater management facilities necessary for roadway improvements, and (ii) access roads for maintenance of those facilities at SHA expense. Fences will be built around the facilities and maintenance access will be provided from MD 175 until the Reinforced Force Protection Wall construction commences as part of the MD 175 WIDENING PROJECT. At that time, SHA shall build new stormwater management access roads from FGGM's internal roadway network. FGGM shall provide a revertible easement for those access roads and reasonable access into FGGM and onto its internal roadway network. All access roads will be constructed of pervious material and contain topsoil for plant growth.
- H. Designate an emergency point of contact for addressing impediments in the process.

4. FGGM shall, subject to higher level approval:

- A. Work diligently to have CoE grant to SHA a right-of-entry for the construction of the MD 175/MD 713 and DISNEY ROAD/26TH STREET PROJECT and thereafter, to execute an amendment to the existing Easement Agreement for MD 175 that will include the Perpetual Easement in a manner that will not impede SHA's schedule for the above Projects.
- B. Establish a dedicated team to work closely with SHA and EFLHD or CoE as the case may be, to determine construction schedules and security considerations for each individual Project associated with this MOA.
- C. Designate an emergency point of contact for addressing impediments in the process.
- D. Be responsible for the primary security of and law enforcement within all grounds included within the easement areas until the law enforcement and legislative jurisdiction is changed from exclusive Federal to concurrent jurisdiction.
- E. Be responsible to own and maintain the Building Hardening, the Reinforced Force Protection Wall, the replacement gate, the force protection fencing, and the Rockenbach ACP upon completion of construction.
- F. Be responsible to own and maintain reforestation areas planted by SHA on FGGM property. In the event that FGGM disturbs an area reforested

by SHA, FGGM shall be responsible for mitigation or reforestation as required.

G. Once the construction of the MD 175 WIDENING PROJECT and Reinforced Force Protection Wall commence, provide to SHA and its contractors, reasonable access into FGGM and onto its internal roadway network in order to maintain, inspect, and repair SHA's stormwater management facilities. From FGGM's internal roadway network, SHA shall then access the maintenance roads through a revertible easement as illustrated in the plats to be developed by SHA. If those easement areas become unavailable, FGGM shall make available another route and easement to access the stormwater management facilities from FGGM's internal roadway network. The revertible easement shall remain in effect until such time that SHA is no longer responsible for maintenance of the stormwater management facilities. The right to access for inspection shall remain as long as the stormwater management facility is needed for roadway drainage.

5. The parties agree to cooperate with each other to avoid disrupting the construction of the SHA Projects and the mission requirements of FGGM.
6. Under separate cover, FGGM and SHA shall establish mutually approved procedures for transition of police authority from exclusive Federal jurisdiction to concurrent Federal, State, and local jurisdiction. FGGM and SHA shall make best efforts to have the concurrent jurisdiction documents executed at the same time as the Perpetual Easement.
7. Anti-Deficiency Act. Nothing contained herein shall be construed to obligate FGGM to any expenditure or obligation of funds in excess of or in advance of appropriations in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.
8. Effective date, Termination, Modification, or Revision.
 - a. The provisions of this MOA become effective upon signature by the last approving authority and will remain in effect until modified, superseded, or rescinded.
 - b. This MOA will be reviewed at the request of either party to determine the need for continuation, modification, or termination.

FORT GEORGE G. MEADE

WITNESS:

Bert L. Rice

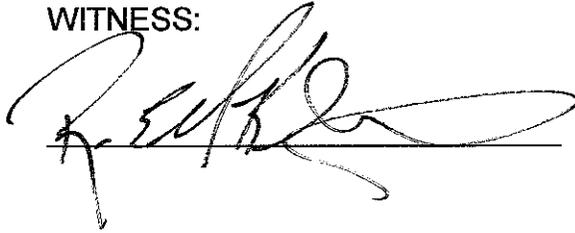
BY: Daniel L. Thomas (SEAL)
Colonel Daniel L. Thomas
Garrison Commander

13 OCT 2010
Date Signed

13 OCT 2010
Date Signed

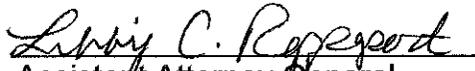
STATE HIGHWAY ADMINISTRATION

WITNESS:



BY: Neil J. Pedersen 10/12/10 (SEAL)
Neil J. Pedersen Date
Administrator

APPROVED AS TO FORM AND
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