

County Council Of Howard County, Maryland

2013 Legislative Session

Legislative Day No. 8

Resolution No. 85 -2013

Introduced by: The Chairperson at the request of the County Executive

A RESOLUTION declaring that a total of approximately .1596 acres of real property maintained by Howard County and identified as a portion of the right-of-way of Dorsey Run Road is no longer needed for a public purpose and authorizing the County Executive to waive the advertising and bidding requirements of Section 4.201 of the Howard County Code in order to convey the property to Savage Towne Centre Ventures, LLC; and providing that the County Executive is not bound to convey the property if he finds that the land may have a further public use and submits his finding to the County Council for its consideration.

Introduced and read first time _____, 2013.

By order _____
Shelia M. Tolliver, Administrator

Read for a second time at a public hearing on _____, 2013.

By order _____
Shelia M. Tolliver, Administrator

This Resolution was read the third time and was Adopted___, Adopted with amendments___, Failed___, Withdrawn___, by the County Council on _____, 2013.

Certified By _____
Shelia M. Tolliver, Administrator

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN ALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, pursuant to the National Business Park Agreement dated August 15, 2001,
2 the parties agreed to the construction, funding, and maintenance of various road improvements
3 and specifically, the Maryland State Highway Administration (“SHA”) agreed to convey to
4 Howard County for ownership and maintenance that portion of Dorsey Run Road from Guilford
5 Road to the MD 32 ramps and from Henkels Lane to Bridge Number 13125, Dorsey Run Road
6 over Brock Bridge Road, including all lands constituting the rights-of-ways thereto (the
7 “Agreement”), a copy of the Agreement is attached hereto as Exhibit A; and
8

9 **WHEREAS**, upon the completion of the Dorsey Run Road improvements shown on
10 SHA Plat Number 57272 (the “Plat”), a copy of which is attached hereto as Exhibit B, the
11 County has maintained Dorsey Run Road; however, SHA has not conveyed a deed to Dorsey
12 Run Road as set forth in Exhibit G of the Agreement, but is currently engaged in the process to
13 effectuate the transfer of title with the approval by the Maryland Board of Public Works; and
14

15 **WHEREAS**, by passage of Council Resolution No. 20-2009 and 4-2013, the County
16 Council approved a Memorandum of Understanding between Howard County and Annapolis
17 Junction Town Center, LLC (formerly known as Petrie Ross Ventures D.C., LLC) as part of a
18 legislative package related to the construction of a public parking garage to serve the MARC
19 station in Savage and for the development of a mixed-use project consisting of residential, office,
20 retail and hotel uses within the Savage Town Centre Development District (the “Development”);
21 and
22

23 **WHEREAS**, a 0.1596 acre portion of the right-of-way as shown as “Part of Dorsey Run
24 Road to be abandoned” in the attached Exhibit C (“Right-of-Way Area”) is required in order to
25 accomplish the Development. The Development will result in a re-configuration of a new right-
26 of-way area that will be conveyed back to the County through the County’s land development
27 process; and
28

29 **WHEREAS**, the County Council deems it in the public interest to have the Development
30 completed in an expeditious manner and not cause further, undue delay; and
31

1 **WHEREAS**, the County Council deems it in the public interest for the County Executive
2 to have the authority provided herein by this Resolution as soon as the Transfer is effectuated;
3 and

4
5 **WHEREAS**, the Department of Public Works has reviewed and approved the proposed
6 disposal of the Right-of-Way Area; and

7
8 **WHEREAS**, Section 4.201, “Disposition of Real Property”, of the Howard County Code
9 authorizes the County Council to declare that property is no longer needed for public purposes
10 and also authorizes the County Council to waive advertising and bidding requirements for an
11 individual conveyance of real property upon the request of the County Executive; and

12
13 **WHEREAS**, the County Council has received a request from the County Executive to
14 waive the advertising and bidding requirements in this instance for the conveyance of the Right-
15 of-Way Area to Savage Towne Centre Ventures, LLC.

16
17 **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard County,
18 Maryland, this ____ day of _____, 2013, that a public purpose is served by
19 conveying the Right-of-Way Area comprising approximately 0.1596 acres to Savage Towne
20 Centre Ventures, LLC as shown in the attached Exhibit C.

21
22 **AND BE IT FURTHER RESOLVED** that, having received a request from the County
23 Executive and having held a public hearing, the County Council declares that the best interest of
24 the County will be served by authorizing the County Executive to waive the usual advertising
25 and bidding requirements of Section 4.201 of the Howard County Code for the conveyance of
26 the Right-of-Way Area to Savage Towne Centre Ventures, LLC.

27
28 **AND BE IT FURTHER RESOLVED** that, if the County Executive finds that the land
29 may have a further public use and that the Right-of-Way Area should not be conveyed, he may
30 submit his findings and recommendations to the County Council for its consideration without
31 being bound to convey the Right-of-Way Area in accordance with this Resolution.

Exhibit A

NATIONAL BUSINESS PARK AGREEMENT

Dorsey Run Road Interchange at Maryland Route 32

by
and
among

Constellation Real Estate, Inc., Jolly Acres Limited Partnership, Jolly Knolls, LLC,
Howard County, Anne Arundel County
and

Maryland State Highway Administration

THIS AGREEMENT, hereinafter called "AGREEMENT", executed in quadruplicate, made effective this 15th day of August, 2001, by and among JOLLY ACRES LIMITED PARTNERSHIP, a Maryland limited partnership, by CONSTELLATION REAL ESTATE, INC., a Maryland corporation, its general partner; JOLLY KNOLLS, LLC, a Maryland limited liability company, by CPI JOLLY KNOLLS, INC., a Maryland Corporation, its sole member; and CONSTELLATION REAL ESTATE, INC., a Maryland corporation, hereinafter called "DEVELOPER", the Maryland State Highway Administration of the Maryland Department of Transportation, acting for, and on behalf of the State of Maryland, hereinafter called the "ADMINISTRATION", Howard County, Maryland, a body corporate and politic, hereinafter called the "HOWARD COUNTY" and Anne Arundel County, Maryland, a body corporate and politic, hereinafter called the "ANNE ARUNDEL COUNTY".

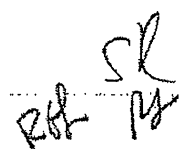
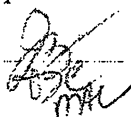
WHEREAS, the DEVELOPER owns and desires to develop a group of properties known as the National Business Park Campus, hereby known as "NATIONAL BUSINESS PARK", located in Anne Arundel County in the northwest quadrant of the intersection of Maryland Route 32 and the Baltimore-Washington Parkway; and,

WHEREAS, the NATIONAL BUSINESS PARK, consists of 181.9 acres as shown on plats dated August 2, 1988 and recorded in the Plat Records of Anne Arundel County in Plat Book 112, page 39 and another plat dated November 7, 1988 and recorded in the said Plat Records in Plat Book 114, page 12, hereby known as "NBP PHASE I"; and,

WHEREAS, the NATIONAL BUSINESS PARK, also consists of 106.94 acres, formerly known as Cedar Knolls, pursuant to a deed recorded among Land Records of Anne Arundel County, Maryland at Liber 584, Folio 591, hereby known as "NBP PHASE II"; and,

WHEREAS, NBP PHASE I has received approval from ANNE ARUNDEL COUNTY for 1.8 million square feet of development pending certain roadway improvements as set for in an Interim Public Works Agreement dated December 13, 1991, Exhibit A attached hereto and incorporated herein; and,

WHEREAS, the development of NBP PHASE II is required to meet the subdivision regulations of ANNE ARUNDEL COUNTY prior to approval of the maximum square feet of



development to be phased to generate no more than 3252 vehicle trips in the morning peak hour and no more than 2876 vehicle trips in the evening peak hour; and,

WHEREAS, the DEVELOPER desires the construction of ramps connecting Maryland Route 32 (a state road) to Guilford Road (a county road) in Anne Arundel County to facilitate full development of the NATIONAL BUSINESS PARK ; and,

WHEREAS, the DEVELOPER agrees to construct ramps accessing Guilford Road and to construct an auxiliary lane along westbound MD 32 from the Baltimore-Washington Parkway to the Dorsey Run Road interchange hereby known as the "MD 32 RAMPS", depicted on Exhibit C, attached hereto and incorporated herein;

WHEREAS, the DEVELOPER agrees to acquire any additional right-of-way necessary for the MD 32 RAMPS and donate this right-of-way to the ADMINISTRATION at no cost to the ADMINISTRATION; and,

WHEREAS, a break in controls of access along westbound MD 32 between the Baltimore Washington Expressway and the Dorsey Run Road is necessary to allow the construction of MD 32 RAMPS; and,

WHEREAS, the DEVELOPER, the ADMINISTRATION, HOWARD COUNTY and ANNE ARUNDEL COUNTY agree that additional roadway improvements are necessary to accommodate the traffic generated by the full development of the NATIONAL BUSINESS PARK to the following roadways, which roadways are shown on Exhibit B attached hereto and incorporated herein: Guilford Road in Anne Arundel and Howard Counties, Dorsey Run Road in Howard County, MD 32 in Anne Arundel and Howard Counties and the NSA Ramp on the Baltimore-Washington Parkway in Anne Arundel County; and,

WHEREAS, a Letter Of Intent dated July 12, 1999 (LOI) was fully executed by the DEVELOPER, the ADMINISTRATION, HOWARD COUNTY and ANNE ARUNDEL COUNTY on August 30, 1999 to accomplish the necessary additional roadway improvements; and,

WHEREAS, the parties hereto agree that this Agreement supersedes the July 12, 1999 LOI in its entirety; and,

WHEREAS, in anticipation of the completion of this agreement, the ADMINISTRATION had granted the DEVELOPER an engineering access permit on December 7, 1999 (with addenda dated 12/16/99, 1/4/00, 1/19/00, 2/25/00, 1/5/01) (hereinafter known as ACCESS PERMIT) for the construction of the MD 32 RAMPS; and,

WHEREAS, under the ACCESS PERMIT the MD 32 RAMPS can not be operational until this agreement has been fully executed; and,

WHEREAS, the ADMINISTRATION, HOWARD COUNTY and ANNE ARUNDEL COUNTY reviewed a Draft Traffic Impact Study, hereinafter known as DRAFT IMPACT STUDY, dated July 10, 2000, prepared by The Traffic Group on behalf of the DEVELOPER which utilized actual trip rates; and,

WHEREAS, the actual trip rates set forth in the DRAFT IMPACT STUDY are lower than the standard ITE trip generation rates; and,

WHEREAS, the ADMINISTRATION, HOWARD COUNTY and ANNE ARUNDEL COUNTY agree that the roadway improvements (hereinafter known as ROADWAY IMPROVEMENTS, more fully described in Section I.A. and shown in Exhibit C), are adequate to accommodate the development of the NATIONAL BUSINESS PARK provided: (a) the subdivision regulations of ANNE ARUNDEL COUNTY for NBP PHASE II are met and provided further (b) NATIONAL BUSINESS PARK will not generate more than 3252 vehicle trips in the morning peak hour or more than 2876 vehicle trips in the evening peak hour; and,

WHEREAS, the DEVELOPER shall widen Guilford Road to five lanes from the MD 32 RAMPS to the bridge over the CSX railroad, hereinafter known as the "ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT"; and,

WHEREAS, the DEVELOPER shall widen Dorsey Run Road to six lanes (including the bridge over MD 32) from Guilford Road to Henkels Lane, including associated ramp improvements within the interchange, hereinafter known as the "INTERCHANGE" as shown on Exhibit D, attached hereto and incorporated herein; and,

WHEREAS, the DEVELOPER shall construct the MD 32 RAMPS in accordance with the ACCESS PERMIT; and,

WHEREAS, the DEVELOPER agrees to and acknowledges that it shall coordinate, design, construct and fund a connection to the NSA interchange, known as the "NSA CONNECTOR", on the Baltimore Washington-Parkway under a separate agreement with The US Army Corps of Engineers, The National Park Service and The National Security Agency, attached hereto and incorporated herein as Exhibit E; and,

WHEREAS, the ADMINISTRATION shall design and HOWARD COUNTY shall construct the replacement of the Guilford Road bridge over the CSX railroad (Bridge Number HO194), hereby known as the "GUILFORD ROAD BRIDGE", but ANNE ARUNDEL COUNTY, HOWARD COUNTY and the ADMINISTRATION each shall provide one-third the funding for design and construction by a separate Bridge Replacement Agreement attached hereto and incorporated herein as Exhibit F; and,

WHEREAS, ANNE ARUNDEL COUNTY and HOWARD COUNTY have agreed to share the cost of future inspection and maintenance costs of the GUILFORD ROAD BRIDGE by a separate agreement; and,

WHEREAS, HOWARD COUNTY shall design and construct improvements to Guilford Road from the GUILFORD ROAD BRIDGE to the intersection with Dorsey Run Road including signals and intersection improvements at the intersection of Dorsey Run Road with Guilford Road under Capital Project J-4175, hereby known as the "HOWARD COUNTY GUILFORD ROAD PROJECT"; and,

WHEREAS, the ADMINISTRATION shall construct a traffic signal system, hereby known as the "SIGNAL SYSTEM", within the INTERCHANGE; and,

WHEREAS, ANNE ARUNDEL COUNTY, HOWARD COUNTY and the ADMINISTRATION have agreed on ownership and maintenance responsibilities for the roadways discussed in this agreement which are owned by these entities, per Exhibit G attached hereto and incorporated herein; and,

WHEREAS, the portion of the ROADWAY IMPROVEMENTS in HOWARD COUNTY has been determined to be regionally significant by the Baltimore Metropolitan Council and are contingent on complying with the regional mobile emissions budget or approved emission offsetting measures; and,

WHEREAS, the parties hereto agree that the ROADWAY IMPROVEMENTS described herein would be a benefit to the citizens of the State of Maryland, Howard County, Anne Arundel County and the traveling public.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH; that for and in consideration of the promises contained herein, the payment of the sum of One Dollar (\$1.00) by each of the parties hereto to the other, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, be it understood, the parties hereby agree as follows:

I. PROJECT DESCRIPTION

- A. The ROADWAY IMPROVEMENTS, all shown on Exhibit C and Exhibit D shall consist of the INTERCHANGE, the LOOP RAMP (as described below), the SIGNAL SYSTEM, the HOWARD COUNTY GUILFORD ROAD PROJECT, the GUILFORD ROAD BRIDGE, the ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT, the MD 32 RAMPS and the NSA CONNECTOR

1. The INTERCHANGE

The INTERCHANGE shall consist of widening Dorsey Run Road from Guilford Road to Henkels Lane (and the associated bridge over MD 32, Bridge No. 13123) to six lanes and providing turning lanes and ramps improvements to provide safe and adequate traffic flow, to include, but not be limited to, right-of-way acquisition, excavation, paving, retaining walls, drainage, utility relocations, traffic signalization, lighting, median

reconstruction, striping, and guardrail. The INTERCHANGE includes the design of the LOOP RAMP but not the construction of the LOOP RAMP.

2. The LOOP RAMP

The LOOP RAMP shall consist of dualization of the loop ramp from Dorsey Run Road to eastbound MD 32, the adjustment of Henckels Lane to align the intersection with the widened loop ramp and the necessary roadway and structures work to realign of MD 32 to accommodate the widened loop ramp.

3. The SIGNAL SYSTEM

In order to provide for optimum traffic flow, the SIGNAL SYSTEM shall consist of traffic signals on Dorsey Run Road at each of the ramps with MD 32 to be interconnected with one another and with the signal at the intersection of Dorsey Run Road at Guilford Road, including the signal box at and interconnection to the Guilford Road intersection.

4. The GUILFORD ROAD BRIDGE

The GUILFORD ROAD BRIDGE shall consist of reconstruction of the bridge on Guilford Road over the CSX railroad (Howard County Bridge Number HO194) to a five lane bridge with a sidewalk on one side and shall include construction of the approach roadways on both sides of the bridge.

5. The HOWARD COUNTY GUILFORD ROAD PROJECT

The HOWARD COUNTY GUILFORD ROAD PROJECT shall consist of widening Guilford Road to five lanes and one sidewalk from the GUILFORD ROAD BRIDGE to and including the Dorsey Run Road intersection, and the addition of turning lanes and the installation of a traffic signal at the intersection that is compatible with the SIGNAL SYSTEM.

6. The ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT

The ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT shall consist of widening Guilford Road in Anne Arundel County to five lanes from the MD 32 Ramps to the bridge over the CSX railroad including the construction of a roundabout at the ramps to and from Maryland Route 32.

7. The MD 32 RAMPS

The MD 32 RAMPS shall consist of the construction of ramps to and from westbound Maryland Route 32 and Guilford Road in Anne Arundel County, and, the construction of an auxiliary lane along westbound MD 32 from the Baltimore Washington Parkway (BW Parkway) to Dorsey Run Road, and, modifications and additional signing at the ramps from southbound BW Parkway to Guilford Road (also known as National Business Parkway) and to westbound MD32.

8. The NSA CONNECTOR

The NSA CONNECTOR shall consist of the construction of a connecting road between the National Business Park and the National Security Administration (NSA) across the BW Parkway at the existing NSA ramp.

II. PROJECT DESIGN PHASE

A. ADMINISTRATION Responsibility

1. The ADMINISTRATION shall review the INTERCHANGE and LOOP RAMP design, plans and specifications and provide comments to the DEVELOPER within thirty (30) working days of receipt as part of the Engineering Access Permit review process.
2. The ADMINISTRATION will discuss significant design changes for the INTERCHANGE and LOOP RAMP (within the context and intent of Exhibit D) with the DEVELOPER but the ADMINISTRATION shall have final authority on design issues involving state highways .
3. In the event the ADMINISTRATION desires to revise the INTERCHANGE or LOOP RAMP plans (within the context and intent of Exhibit D), the ADMINISTRATION shall provide written notification to the DEVELOPER of said revision and the DEVELOPER shall incorporate said revisions at its cost.
4. After approval of the DEVELOPER's INTERCHANGE design plans by the ADMINISTRATION, the ADMINISTRATION shall perform all tasks necessary to design the SIGNAL SYSTEM.
5. The ADMINISTRATION shall make a reasonable effort to design the SIGNAL SYSTEM to be contained within the right-of-way needed for the INTERCHANGE.
6. The ADMINISTRATION shall perform all tasks necessary to design the GUILFORD ROAD BRIDGE pursuant to HOWARD COUNTY standards as set forth in Exhibit F.
7. The ADMINISTRATION shall provide HOWARD COUNTY, ANNE ARUNDEL COUNTY and the DEVELOPER with a copy of GUILFORD ROAD BRIDGE plans and specifications for review and comment. Comments shall be made to the ADMINISTRATION within 15 working days of receipt by the other parties. HOWARD COUNTY shall make the final determination concerning the plans.
8. The ADMINISTRATION shall prepare informational materials and present the appropriate ROADWAY IMPROVEMENTS to the Baltimore Metropolitan Council for air quality assessment and to request federal

approval before the anticipated date of commencement of the construction of the INTERCHANGE.

B. DEVELOPER Responsibility

1. The DEVELOPER shall perform all tasks necessary to design the INTERCHANGE and the LOOP RAMP in accordance with ADMINISTRATION standards and specifications.
2. The DEVELOPER shall perform all tasks necessary to design the NSA CONNECTOR as set forth in Exhibit E.
3. The DEVELOPER shall perform all tasks necessary to design the MD 32 RAMPS in accordance with the terms of the ACCESS PERMIT.
4. The DEVELOPER shall perform all tasks necessary to design the ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT in accordance with ANNE ARUNDEL COUNTY requirements.
5. The design for the INTERCHANGE shall be coordinated with HOWARD COUNTY and shall be compatible with the HOWARD COUNTY GUILFORD ROAD PROJECT.
6. The design for the INTERCHANGE and the LOOP RAMP shall be coordinated with the ADMINISTRATION and shall be compatible with the SIGNAL SYSTEM design.
7. The DEVELOPER shall provide the INTERCHANGE and LOOP RAMP plans and specifications to the ADMINISTRATION and HOWARD COUNTY for review and comment.
8. The DEVELOPER will provide written comments on the GUILFORD ROAD BRIDGE to the ADMINISTRATION within fifteen (15) working days of receipt of the plans.

C. HOWARD COUNTY Responsibility

1. HOWARD COUNTY shall review the INTERCHANGE design plans and specifications and provide written comments to the DEVELOPER and the ADMINISTRATION within fifteen (15) working days of receipt of the plans.
2. HOWARD COUNTY shall perform all tasks necessary to design the HOWARD COUNTY GUILFORD ROAD PROJECT in coordination with the design of the INTERCHANGE and the GUILFORD ROAD BRIDGE plans.
3. HOWARD COUNTY will provide written comments on the GUILFORD ROAD BRIDGE to the ADMINISTRATION within fifteen (15) working days of receipt of the plans.

D. ANNE ARUNDEL Responsibility

1. ANNE ARUNDEL COUNTY will provide written comments on the GUILFORD ROAD BRIDGE to the ADMINISTRATION within fifteen (15) working days of receipt of the plans.

III. PROJECT RIGHT-OF-WAY PHASE

A. ADMINISTRATION Responsibility

1. After execution of this AGREEMENT and after issuance of an access permit, the ADMINISTRATION will grant a right-of-entry to the DEVELOPER and HOWARD COUNTY, their respective contractors, subcontractors, agents, and employees, onto all properties owned by ADMINISTRATION that are needed for the sole purpose of constructing the ROADWAY IMPROVEMENTS. The right-of-entry shall terminate upon completion of and acceptance for maintenance of all work for a) the INTERCHANGE and SIGNAL SYSTEM by ADMINISTRATION and, b) the GUILFORD ROAD BRIDGE by HOWARD COUNTY.
2. The ADMINISTRATION shall prepare right-of-way plats and deeds necessary to transfer right-of-way owned by the ADMINISTRATION for that portion of Guilford Road in HOWARD COUNTY to HOWARD COUNTY. However, any transfer hereinunder by the ADMINISTRATION is subject to approval by the Board of Public Works.
3. If it is determined that right-of-way is necessary for the construction of the INTERCHANGE, the LOOP RAMP or the SIGNAL SYSTEM, the ADMINISTRATION, pending a request from the Howard County Executive :
 - a. shall advise the DEVELOPER of the right-of-way needs for the SIGNAL SYSTEM so that the DEVELOPER can revise the right-of-way plats,
 - b. review right-of-way plats for the INTERCHANGE, the LOOP RAMP and SIGNAL SYSTEM and provide comments to the DEVELOPER within (15) working days of receipt,
 - c. shall perform any necessary appraisal within ninety (90) days of receipt of plats,
 - d. shall prepare any deeds, easements or other documents required for conveyance; any conveyance shall be subject to approval by the Board of Public Works,
 - e. shall make every reasonable effort to negotiate amicably and to clear right-of-way needed for the INTERCHANGE or the LOOP RAMP prior to construction,

- f. shall exercise condemnation powers at its discretion and at the discretion of the State Roads Commission,
- g. shall promptly notify the DEVELOPER of any administrative settlement over 10% of the approved appraised amount as reflected on the ADMINISTRATION Form 19 for the INTERCHANGE and the LOOP RAMP and when a posting of money in court is necessary due to failure of negotiations with the property owner for the INTERCHANGE and the LOOP RAMP,
- h. shall file all condemnation proceedings, litigate all condemnation cases and conduct all settlements of condemnation cases.
- i. shall provide a detailed invoice to DEVELOPER for all actual costs incurred by the ADMINISTRATION for the ADMINISTRATION's direct salaries, payroll burden and overhead (i.e., administrative and general expenses) for right-of-way acquisition activities.

B. DEVELOPER Responsibility

- 1. If it is determined that right-of-way is necessary for the construction of the INTERCHANGE, LOOP RAMP or the SIGNAL SYSTEM, the DEVELOPER:
 - a. shall notify HOWARD COUNTY of need for right-of-way and request HOWARD COUNTY to ask the ADMINISTRATION to acquire the necessary right-of-way,
 - b. shall prepare plats at the DEVELOPER's sole cost for all additional rights-of-way (i.e., fee acquisition, easements, etc.) needed for construction of the INTERCHANGE, the LOOP RAMP and the SIGNAL SYSTEM,
 - c. shall prepare plats at the DEVELOPER's sole cost for all additional rights-of-way (i.e., fee acquisition, easements, etc.) necessary for maintenance of the INTERCHANGE, LOOP RAMP and the SIGNAL SYSTEM by the ADMINISTRATION per limits established for maintenance per this AGREEMENT (*Exhibit G*),
 - d. before any plat development is initiated, the DEVELOPER, or their consultant, will contact the ADMINISTRATION's Plats and Surveys Division for guidance on plat specifications,
 - e. shall submit plats and surety to the ADMINISTRATION no less than six (6) months prior to anticipated notice-to-proceed for construction,
 - f. shall revise plats in response to comments from the ADMINISTRATION within fifteen (15) working days of receipt,

g. shall NOT contact owners of any of the properties required hereunder.

2. The DEVELOPER shall be responsible for all tasks necessary to acquire all additional rights-of-way needed in ANNE ARUNDEL COUNTY for the construction of the ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT, the GUILFORD ROAD BRIDGE, the NSA CONNECTOR and the MD 32 RAMPS.
3. At their sole expense, the DEVELOPER shall prepare plats and revisions thereto to transfer the right-of-way needed for the MD 32 RAMPS to the ADMINISTRATION and to transfer the Guilford Road right-of-way in ANNE ARUNDEL COUNTY from the ADMINISTRATION to ANNE ARUNDEL COUTNY.
4. The DEVELOPER shall transfer the right-of-way needed for the MD 32 RAMPS to the ADMINISTRATION at no cost to the ADMINISTRATION. All property conveyed to the ADMINISTRATION shall be by special warranty deed with good and marketable title, free and clear of liens and encumbrances.
5. Concurrent with the execution of this Agreement and issuance of the access permit for the INTERCHANGE or the LOOP RAMP construction, the DEVELOPER shall provide a right-of-entry to HOWARD COUNTY, its contractors, subcontractors, agents, and employees, onto all properties owned by the DEVELOPER that are needed for the construction of the GUILFORD ROAD BRIDGE, with said right-of-entry to terminate upon completion of all work and acceptance for maintenance of the GUILFORD ROAD BRIDGE by HOWARD COUNTY.

C. HOWARD COUNTY Responsibility

1. Concurrent with the execution of this Agreement and issuance of the access permit for the INTERCHANGE and the LOOP RAMP construction, HOWARD COUNTY shall provide a right-of-entry to the DEVELOPER and the ADMINISTRATION, their respective contractors, subcontractors, agents, and employees, onto the properties owned by HOWARD COUNTY that are necessary for the construction of the ROADWAY IMPROVEMENTS. The right-of-entry shall terminate upon completion of all work and acceptance for maintenance of a) the INTERCHANGE, LOOP RAMP and SIGNAL SYSTEM by ADMINISTRATION and, b) the GUILFORD ROAD BRIDGE by HOWARD COUNTY.
2. HOWARD COUNY shall be responsible for all tasks necessary to acquire additional rights-of-way needed for the construction of the HOWARD COUNTY GUILFORD ROAD PROJECT external to the INTERCHANGE per Exhibit D.

3. HOWARD COUNTY shall be responsible for all tasks necessary to acquire all additional rights-of-way needed in HOWARD COUNTY for the construction of the GUILFORD ROAD BRIDGE.
4. If right-of-way is necessary for the INTERCHANGE or LOOP RAMP, HOWARD COUNTY will request the ADMINISTRATION to purchase said right-of-way, pending a written request from the DEVELOPER to the Howard County Executive for same.

D. ANNE ARUNDEL COUNTY Responsibility

1. Concurrent with the execution of this Agreement and issuance of the access permit for the INTERCHANGE and the LOOP RAMP, ANNE ARUNDEL COUNTY shall provide a right-of-entry to the DEVELOPER and HOWARD COUNTY, their respective contractors, subcontractors, agents, and employees, onto all properties owned by ANNE ARUNDEL COUNTY that are needed for the construction of the GUILFORD ROAD BRIDGE. The right-of-entry will terminate upon completion of all work and acceptance for maintenance of the GUILFORD ROAD BRIDGE by HOWARD COUNTY.

IV. PROJECT CONSTRUCTION PHASE

A. ADMINISTRATION Responsibility

1. The ADMINISTRATION shall advertise the SIGNAL SYSTEM for construction bids, award and administer the construction contract, construct the SIGNAL SYSTEM as shown on the final SIGNAL SYSTEM plans and provide Construction Engineering Services during construction.
2. The ADMINISTRATION will provide Construction Engineering Services during the construction of the INTERCHANGE and the LOOP RAMP.
3. In the event revisions to the INTERCHANGE or the LOOP RAMP that are within the scope of the final approved plans are required in the ADMINISTRATION's sole judgment due to conditions encountered during construction, said revisions shall be promptly made by the ADMINISTRATION in its sole discretion in order to minimize or eliminate possible delay claims by the DEVELOPER's construction contractor.
4. The ADMINISTRATION shall review and approve all shop drawings for the INTERCHANGE and the LOOP RAMP construction.
5. The ADMINISTRATION will not issue any access permit for the INTERCHANGE or the LOOP RAMP construction until air quality conformity approval has been received from the Federal Highway Administration and the Federal Transit Administration.

B. DEVELOPER Responsibility

1. The DEVELOPER will be responsible for all tasks associated with the construction of the INTERCHANGE, the LOOP RAMP, the ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT, the NSA CONNECTOR and the MD 32 RAMPS .
2. The DEVELOPER shall obtain the required environmental permits including but not limited to sediment and erosion control, stormwater management including review and approval by the Maryland Department of the Environment, non-tidal wetlands and waterways.
3. The DEVELOPER shall obtain an engineering access permit before proceeding with construction of the INTERCHANGE or the LOOP RAMP and adhere to the terms contained therein.
4. In the event the DEVELOPER desires to make revisions to the INTERCHANGE or the LOOP RAMP subsequent to final plan approval and/or during construction, it shall promptly submit its request in writing to the ADMINISTRATION, including the requested revisions, and the ADMINISTRATION may approve or deny such revisions in its sole discretion within 15 days. If the revisions do not meet the ADMINISTRATION's safety and public welfare policies, the ADMINISTRATION shall deny the proposed revisions.
5. The DEVELOPER shall use a selected bid list to advertise the INTERCHANGE and the LOOP RAMP for construction, award and administer the construction contract, and construct the INTERCHANGE and the LOOP RAMP as shown on the final INTERCHANGE plans.
6. The DEVELOPER shall coordinate all utility relocations for the construction of the INTERCHANGE, the LOOP RAMP and the SIGNAL SYSTEM.
7. The DEVELOPER will limit occupancy of the NATIONAL BUSINESS PARK to 1.8 million square feet until such time as the INTERCHANGE is open to traffic.
8. The DEVELOPER will submit requests for the development of NBP PHASE II in phases to ANNE ARUNDEL COUNTY through the final subdivision process and accompany them with a Traffic Impact Study that demonstrates the actual vehicle trip generation rate at that time.
9. The DEVELOPER is permitted to postpone the construction of the LOOP RAMP until 2006, or, until the traffic using the loop ramp from the NATIONAL BUSINESS PARK adds 800 vehicles per hour to the existing 800 vehicles per hour, subject to the following conditions:
 - a. the DEVELOPER conducts a license plate survey to determine the amount of vehicles generated by NATIONAL BUSINESS PARK utilizing the LOOP RAMP and report it to all parties of this

Agreement every six months as part of traffic monitoring required per this Agreement; and,

- b. the DEVELOPER provides a separate bond, hereinafter called BOND TWO concurrent with execution of the Agreement for the amount of 150% of the cost of constructing the LOOP RAMP; and,
- c. the DEVELOPER re-evaluates the need for the LOOP RAMP in 2005 and either constructs it in the following year if the traffic using the loop ramp from the NATIONAL BUSINESS PARK has added 800 vehicles per hour to the existing 800 vehicles per hour; or, the DEVELOPER revises the construction cost estimate and posts a new bond for future construction of the LOOP RAMP, for the amount of 150% of the revised cost, if the traffic using the loop ramp from the NATIONAL BUSINESS PARK has not added 800 vehicles per hour to the existing 800 vehicles per hour.

C. ANNE ARUNDEL COUNTY Responsibility

1. To the extent permitted by county law, ANNE ARUNDEL COUNTY will phase approval of future building permits by the DEVELOPER for NATIONAL BUSINESS PARK through the final subdivision process, upon approval of each Traffic Impact Study, up to a maximum square feet of development that generates no more than 3252 vehicle trips in the morning peak hour and no more than 2876 vehicle trips in the evening peak hour on National Business Parkway between Hercules Road and the MD 32 RAMPS.
2. ANNE ARUNDEL COUNTY shall notify all parties participating in this agreement of any changes to land use from that identified in the DRAFT IMPACT STUDY dated July 10, 2000 within the NATIONAL BUSINESS PARK that are subject to ANNE ARUNDEL COUNTY's subdivision review and approval processes.

D. HOWARD COUNTY Responsibility

1. HOWARD COUNTY will be responsible for all tasks associated with the construction of the HOWARD COUNTY GUILFORD ROAD PROJECT external to the INTERCHANGE per Exhibit D and the GUILFORD ROAD BRIDGE.
2. HOWARD COUNTY shall coordinate all utility relocations for the construction of the HOWARD COUNTY GUILFORD ROAD PROJECT external to the INTERCHANGE and the GUILFORD ROAD BRIDGE.
3. HOWARD COUNTY will not begin construction of the HOWARD COUNTY GUILFORD ROAD PROJECT or the GUILFORD ROAD BRIDGE until air quality conformity approval has been received from the Federal Highway Administration and the Federal Transit Administration.

V. PROJECT DESIGN PHASE FUNDING

A. ADMINISTRATION Responsibility

1. The ADMINISTRATION shall be responsible for all costs incurred by ADMINISTRATION for review of the INTERCHANGE and LOOP RAMP plans.
2. The ADMINISTRATION shall be responsible for all costs incurred by the ADMINISTRATION for the design of the SIGNAL SYSTEM including respective revisions.

B. DEVELOPER Responsibility

1. DEVELOPER shall be responsible for all costs associated with the design of the INTERCHANGE, the LOOP RAMP, the NSA CONNECTOR, the MD 32 RAMPS and the ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT including respective revisions.

C. HOWARD COUNTY Responsibility

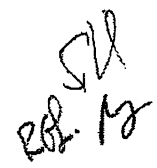
1. HOWARD COUNTY shall be responsible for all costs incurred by HOWARD COUNTY for review of the INTERCHANGE and SIGNAL SYSTEM plans including respective revisions.
2. HOWARD COUNTY shall be responsible for all costs associated with the design of the HOWARD COUNTY GUILFORD ROAD PROJECT including respective revisions.

D. ADMINISTRATION, HOWARD COUNTY and ANNE ARUNDEL COUNTY Responsibilities

1. ADMINISTRATION, HOWARD COUNTY and ANNE ARUNDEL COUNTY shall each assume responsibility for one-third of the \$3.01 million estimated cost (inclusive of total costs for engineering and construction) for the GUILFORD ROAD BRIDGE.
2. Additional costs for the GUILFORD ROAD BRIDGE beyond each party's estimated \$1,007,000 will be subject to budget approval by each party for their respective one-third share.

E. ANNE ARUNDEL COUNTY Responsibility

1. ANNE ARUNDEL COUNTY shall be responsible for all costs incurred by ANNE ARUNDEL COUNTY for review of the GUILFORD ROAD



BRIDGE and ANNE ARUNDEL COUNTY GUILFORD ROAD
PROJECT plans.

VI. PROJECT RIGHT-OF-WAY PHASE FUNDING

A. ADMINISTRATION Responsibility

1. The ADMINISTRATION shall be responsible for all costs incurred by the ADMINISTRATION for right-of-way acquisition for the SIGNAL SYSTEM.
2. If it is determined that additional right-of-way is necessary for the construction of the INTERCHANGE or the LOOP RAMP, the ADMINISTRATION shall (a) perform an appraisal at the DEVELOPER's cost; and, (b) provide the DEVELOPER with appraisal bid documents, invoice for appraisal fee and the appraisal report when requesting the DEVELOPER to provide surety.

B. DEVELOPER Responsibility

1. If it is determined that additional right-of-way is necessary for the construction of the INTERCHANGE or the LOOP RAMP, the DEVELOPER:
 - a. shall be responsible for all costs incurred by DEVELOPER and the ADMINISTRATION in acquiring all right-of-way and easements necessary to design and construct the INTERCHANGE and the LOOP RAMP,
 - b. Within 15 days of receipt of the appraisal bid documents, invoice for appraisal fee and the appraisal report, the DEVELOPER shall: (a) reimburse the ADMINISTRATION for appraisal costs; and, (b) provide the ADMINISTRATION with surety, in the form of a check in the amount to of 150% of the appraised value as approved by SHA to acquire the necessary right-of-way including salaries, payroll burden, overhead, etc. Any surplus monies paid will be returned to the DEVELOPER.
 - c. shall be responsible for any additional amount needed for court posting due to condemnation proceedings,
 - d. shall reimburse the ADMINISTRATION for all costs associated with right-of-way acquisition activities within thirty (30) days of receipt of invoice.
 - e. shall provide the ADMINISTRATION with a certified check to reimburse the ADMINISTRATION for all extraneous outstanding monetary obligations including appraisal, appraisal review services, direct salaries and overhead.

2. The DEVELOPER shall be responsible for all costs associated with acquisition of right-of-way for the NSA CONNECTOR, the MD 32 RAMPS and the ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT.
 3. The DEVELOPER shall be responsible for all costs associated with the acquisition of the right-of-way located in ANNE ARUNDEL COUNTY for the construction and maintenance of the GUILFORD ROAD BRIDGE.
 4. The DEVELOPER shall be responsible for all costs associated with donation of right-of-way for the MD 32 RAMPS to the ADMINISTRATION and the ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT to ANNE ARUNDEL COUNTY including the preparation of plats.
- C. HOWARD COUNTY Responsibility
1. HOWARD COUNTY shall be responsible for all costs associated with the acquisition of the right-of-way for the HOWARD COUNTY GUILFORD ROAD PROJECT external to the INTERCHANGE per Exhibit D.
 2. HOWARD COUNTY shall be responsible for all costs associated with the acquisition of the right-of-way located in HOWARD COUNTY for the GUILFORD ROAD BRIDGE.
- D. ANNE ARUNDEL COUNTY Responsibility
1. ANNE ARUNDEL COUNTY shall be responsible for one-third the cost associated with preparing plats for right-of-way needed for the GUILFORD ROAD BRIDGE and shall reimburse HOWARD COUNTY for this share of the cost.

VII. PROJECT CONSTRUCTION PHASE FUNDING

- A. ADMINISTRATION Responsibility
1. The ADMINISTRATION shall fund all costs to construct the SIGNAL SYSTEM.
 2. In the event utility relocations and/or adjustments are required to construct the SIGNAL SYSTEM, the ADMINISTRATION shall be responsible for costs incurred to complete such relocation and/or adjustment.
 3. The ADMINISTRATION shall provide a detailed invoice to DEVELOPER for all actual costs incurred by the ADMINISTRATION for the ADMINISTRATION's direct salaries, payroll burden and overhead (i.e., administrative and general expenses) for Construction Engineering Services provided during the construction of the INTERCHANGE and the LOOP RAMP. The invoices shall be accompanied by the

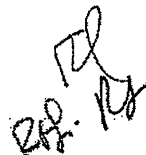


ADMINISTRATION's normal documentation to evidence actual costs incurred.

4. In the event DEVELOPER defaults or otherwise fails to complete construction of the INTERCHANGE or the LOOP RAMP the ADMINISTRATION may, in its sole discretion, issue a sight draft calling all or part of DEVELOPER's BOND ONE or BOND TWO respectively.

B. DEVELOPER Responsibility

1. The DEVELOPER shall fund all costs to construct the INTERCHANGE and the LOOP RAMP. For purposes of this AGREEMENT, the cost to construct the INTERCHANGE is estimated to be \$3,696,500 and the cost to construct the LOOP RAMP is estimated to be \$619,340. This is an estimate only and actual costs may differ in which case the DEVELOPER shall pay the excess.
2. The DEVELOPER will assume any risk, including delays in construction, associated with the commencement of construction prior to the acquisition of all needed right-of-way. The DEVELOPER will not enter on any privately-owned property during the construction prior to its acquisition by the ADMINISTRATION.
3. Concurrent with execution of this AGREEMENT, DEVELOPER shall provide to the ADMINISTRATION and keep in full force and effect until released by the ADMINISTRATION, two Performance Bonds, hereinafter known as BOND ONE, attached hereto and incorporated herein as Exhibit H, and BOND TWO, attached hereto and incorporated herein as Exhibit I, that are: (a) drawn on a bonding company authorized to do business in Maryland; and, (b) in a form satisfactory to the ADMINISTRATION.
4. BOND ONE and BOND TWO shall be (a) in the amount of \$4,620,000 or the amount to constitute 125% of the estimated cost to construct the INTERCHANGE for BOND ONE and (b) the amount of \$930,000 or the amount to constitute 150% of the estimated cost to construct the LOOP RAMP for BOND TWO.
5. The ADMINISTRATION may seek recourse against BOND ONE or BOND TWO if: (i) DEVELOPER defaults under this agreement or otherwise fails to complete construction; (ii) the ADMINISTRATION receives notification that either BOND ONE or BOND TWO will not remain in full force and effect until released by the ADMINISTRATION as required herein. At anytime during construction of the INTERCHANGE or the LOOP RAMP, any changes (i.e., changing conditions, change orders, etc.) which increase the construction cost will require a replacement and/or an additional Bond to the extent that the ADMINISTRATION maintains surety in the amount of 125% of the DEVELOPER's obligation for the INTERCHANGE for BOND ONE and 150% of the DEVELOPER's obligation for the LOOP RAMP for BOND TWO.



6. BOND ONE and BOND TWO shall each contain language guaranteeing the financial obligations of DEVELOPER as specified herein, for the construction of the INTERCHANGE and the LOOP RAMP. DEVELOPER's failure to fulfill its financial obligations and/or complete construction shall constitute default under this agreement and BOND ONE AND BOND TWO and shall be subject to Paragraph VIII.A.3. above.
7. Concurrent with the release of an access permit for construction within the INTERCHANGE and again concurrent with release of an access permit for construction of the LOOP RAMP, the DEVELOPER will post additional Performance Bonds, if necessary, to cover any additional costs that may be identified at that time, beyond the amount posted with this AGREEMENT such that the ADMINISTRATION maintains surety in the amount of 125% of the DEVELOPER's obligation for BOND ONE and 150% for BOND TWO.
8. The DEVELOPER is responsible for all costs associated with construction inspection services for the INTERCHANGE and the LOOP RAMP (including direct salaries, payroll burden and overhead). The DEVELOPER will pay the estimated inspection fee prior to release of an access permit for construction of the INTERCHANGE and again prior to release of an access permit for construction of the LOOP RAMP. Payment will be in the form of a check for the estimated inspection fee and a bond for 25% of the estimated inspection fee.
9. In the event utility relocations and/or adjustments are required to construct the INTERCHANGE, the LOOP RAMP, the MD 32 RAMPS, the NSA CONNECTOR and the ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT, the DEVELOPER shall be responsible for costs incurred to complete such relocation and/or adjustment.
10. The DEVELOPER shall be responsible for all costs associated with the construction of the INTERCHANGE, the LOOP RAMP, the NSA CONNECTOR, the MD 32 RAMPS and the ANNE ARUNDEL COUNTY GUILFORD ROAD PROJECT.
11. If any portion of the construction for the INTERCHANGE is completed by HOWARD COUNTY, or it's contractor, as part of the HOWARD COUNTY GUILFORD ROAD project, the DEVELOPER will reimburse HOWARD COUNTY for the cost of constructing that portion of the INTERCHANGE.

C. HOWARD COUNTY Responsibility

1. HOWARD COUNTY shall be responsible for all costs associated with construction and utility relocations for the HOWARD COUNTY GUILFORD ROAD PROJECT external to the interchange per Exhibit D.
2. If any portion of the construction for the HOWARD COUNTY GUILFORD ROAD project is completed by DEVELOPER, or it's

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contractor, as part of the INTERCHANGE project, HOWARD COUNTY will reimburse the DEVELOPER for that cost of constructing that portion of the HOWARD COUNTY GUILFORD ROAD PROJECT.

D. ADMINISTRATION, HOWARD COUNTY and ANNE ARUNDEL COUNTY Responsibilities

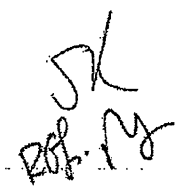
1. ADMINISTRATION, HOWARD COUNTY and ANNE ARUNDEL COUNTY shall each assume responsibility for one-third of the \$3.01 million estimated cost (inclusive of total costs for engineering and construction) for the GUILFORD ROAD BRIDGE.
2. Additional costs for the GUILFORD ROAD BRIDGE beyond each party's estimated \$1,007,000 will be subject to budget approval by each party for their respective one-third share.

VIII. GENERAL

- A. ADMINISTRATION invoices shall be accompanied by sufficient documentation in the ADMINISTRATION's discretion to evidence actual costs incurred. If additional documentation is required, each party may contact:

Ms. Jackie Steffy, Chief
Receipts and Disbursements
Office of Finance and Information Technology
Maryland State Highway Administration
707 N. Calvert Street
Baltimore MD 21202
Phone: 410-545-5703
E-mail: jsteffv@sha.state.md.us

- B. Upon completion and close-out of project documentation, the ADMINISTRATION will either refund all of the DEVELOPER's funds held in excess to the DEVELOPER or provide an invoice for any outstanding funds owed to the ADMINISTRATION by the DEVELOPER. The ADMINISTRATION will also hold any/all Letters of Credit and/or Bonds until such time as all costs are settled.
- C. This AGREEMENT and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law.
- D. The recitals (WHEREAS clauses) are incorporated herein as a substantive part of this AGREEMENT.
- E. The parties hereby affirm that the persons executing this AGREEMENT on their respective behalf are authorized and empowered to act on behalf of the respective parties. The parties hereby further warrant and affirm that no cause of action challenging the existence, scope or validity of this AGREEMENT shall lie on the grounds that the persons signing on behalf of the respective parties were neither authorized or empowered to do so.



- F. This AGREEMENT and all the obligations and responsibilities herein shall inure to and be binding upon the parties hereto, their respective agents, successors and assigns, provided, however, this AGREEMENT is not assignable by the DEVELOPER without the prior written consent of the ADMINISTRATION, which may be withheld in the ADMINISTRATION's sole discretion.
- G. Each notice, demand, request, consent, approval, disapproval, designation or other communications (all of the foregoing are herein referred to as a "notice") that a party gives to any other party shall be in writing and shall be given or made or communicated by United States Mail.

Addressed in the case of the ADMINISTRATION to:

Attention: State Highway Administration
Mr. Robert Fisher, District 7 Engineer
5111 Buckeystown Pike
Frederick MD 21704
Phone: 301-624-8101
E-mail: bfisher@sha.state.md.us
FAX: 301-624-8225

with a copy to:

Mr. Glenn Klaverweiden
Agreements Coordinator
State Highway Administration
707 N. Calvert Street, Mailstop C-502
Baltimore MD 21202
Phone: 410-545-5677
E-mail: GKlaverweiden@sha.state.md.us
FAX: 410-209-5025

and addressed in the case of DEVELOPER to:

Mr. Robert Strott, Senior Vice President
Constellation Real Estate Inc.
8815 Centre Park Drive Drive, Suite 104
Columbia, MD 21045
Phone: 410-992-6700
E-mail: rstrott@conreg.com
FAX: 410-992-5573

and addressed in the case of HOWARD COUNTY to:

Howard County Director of Public Works
Mr. James M. Irvin, Director
3430 Court House Drive
Ellicott City, MD 21043
Phone: 410-313-4401

E-mail: jirvin@ho.co.md.us
FAX: 410-313-3408

and addressed in the case of ANNE ARUNDEL COUNTY to:

Anne Arundel County Office of Planning and Zoning
Mr. Denis Canavan, Planning and Zoning Officer
2664 Riva Road
Annapolis, MD 21401
Phone: 410-222-7450
FAX: 410-222-7255

Each party may designate a different address by written notices similarly sent to the other party at least ten (10) days in advance of such change. Unless otherwise specifically stated to the contrary elsewhere in this AGREEMENT, any notice shall be deemed to have been given, made or communicated as the case may be, on the date the same was deposited in the United States Mail, properly addressed, with postage thereon fully prepaid; provided, however, all notices under this AGREEMENT shall be forwarded by certified mail, return receipt requested.

- H. HOWARD COUNTY shall require its contractor(s) to carry and to keep in full force and effect, insurance as required by General Provision 7.14 (GP-7.14) of SHA's General Provision for Construction Contracts dated 1993 and Terms and Conditions 5.01 (TC-5.01) of SHA's Standard Specifications for Construction and Materials dated 1993 and shall require its contractor(s) to name SHA as an additional insured on all such policies. In the event HOWARD COUNTY's contractor(s) insurance is not kept in full force and effect, as required, HOWARD COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend at SHA's option, the State of Maryland, SHA and the Maryland Department of Transportation, from and against any and all claims, actions, damages, liability, and expenses, including, but not limited to, attorney's and other professional fees, in connection with the loss of life, personal injury and/or property damage arising out of, resulting from, or connected wholly or in part, to the construction of the HOWARD COUNTY GUILFORD ROAD PROJECT and the GUILFORD ROAD BRIDGE until such time that SHA transfers ownership of the SHA right-of-way that is part of the HOWARD COUNTY GUILFORD ROAD PROJECT and the GUILFORD ROAD BRIDGE to HOWARD COUNTY.
- I. Upon completion of construction, the ADMINISTRATION, HOWARD COUNTY and ANNE ARUNDEL COUNTY will be responsible for maintenance as described in Exhibit G.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized officers on the day and year first above written.

MARYLAND STATE HIGHWAY ADMINISTRATION

Dana Austin
WITNESS

BY: [Signature] 9/17/01 (SEAL)
Parker F. Williams Date
Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

RECOMMENDED FOR APPROVAL:

[Signature]
Assistant Attorney General

[Signature]
Douglas R. Rose
Deputy Administrator/Chief Engineer
for Operations

[Signature]
Neil J. Pedersen
Deputy Administrator for
Planning and Engineering

[Signature]
Gayle M. Seward
for Director of Finance

HOWARD COUNTY, MARYLAND

WITNESS:

Raquel Sanudo

Acting Raquel Sanudo
Chief Administrative Officer

BY: *James N. Robey* (SEAL)

James N. Robey
County Executive
Date: 8/15/01

APPROVED FOR SUFFICIENCY
OF FUNDS:

APPROVED: DEPARTMENT OF
PUBLIC WORKS

Dale B. Neubert

Dale B. Neubert, Director
Department of Finance

James M. Irvin

James M. Irvin, Director
Department of Public Works

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY ON
THE 15th DAY OF August, 2001.

Barbara M. Cook

Barbara M. Cook
County Solicitor

ANNE ARUNDEL COUNTY, MARYLAND

WITNESS:

Darlene C. Hoyle

By: *Jefome W. Klasmeier* 8/8/01 (SEAL)
Jefome W. Klasmeier, Date
Chief Administrative Officer
for Janet S. Owens, County Executive

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

RECOMMENDED FOR APPROVAL:

Petition 9 began 5-11-01
Office of Law Date:

John M. Brusnighan
John M. Brusnighan, Director
Department of Public Works

Denis D. Canavan
Denis D. Canavan, Planning and Zoning Officer
Office of Planning and Zoning

Approved for sufficient funds and encumbrance
of same: *Up to \$1,007,000*

William R. Brown
William R. Brown
Controller

JOLLY ACRES LIMITED PARTNERSHIP, a Maryland limited partnership

By: CONSTELLATION REAL ESTATE, INC. a
Maryland corporation, its general partner

ATTEST:

By: Robert Strott (SEAL) *By: Steven S. Koren* (SEAL)
Name: Robert Strott Name: Steven S. Koren
Title: Senior Vice President Title: Agent

JOLLY KNOLLS, LLC, a Maryland limited liability company

By: CPI JOLLY KNOLLS, INC., a
Maryland corporation, its sole member

ATTEST:

By: Robert Strott (SEAL) *By: Steven S. Koren* (SEAL)
Name: Robert Strott Name: Steven S. Koren
Title: Senior Vice President Title: Agent

CONSTELLATION REAL ESTATE, INC, a Maryland corporation

ATTEST:

By: Robert Strott (SEAL) *By: Steven S. Koren* (SEAL)
Name: Robert Strott Name: Steven S. Koren
Title: Senior Vice President Title: Agent

EXHIBIT G

Dorsey Run Road Agreement Exhibit G - Ownership and Maintenance

State Highway Administration (SHA) shall:

- ~~Own and maintain Dorsey Run Road between and including the ramps to and from MD 32 and Bridge Number 13123 (HO-190), Dorsey Run Road over MD 32.~~
- ~~Own and maintain Bridge Number 13125 (HO-191), Dorsey Run Road over Brock Bridge Road.~~
- Own and maintain the SIGNAL SYSTEM (which includes the traffic signals on Dorsey Run Road at the ramps to MD 32 and the traffic signal interconnection between them and the traffic signal interconnection to the traffic signal at the Guilford Road/Dorsey Run Road intersection).
- Own and maintain the MD 32 westbound auxiliary lane and the ramps to and from Guilford Road on MD 32.
- On behalf of the State of Maryland, the Department of Transportation and/or the Mass Transit Administration, be responsible for any roadway improvements along Dorsey Run Road related to the MARC rail station and park-and-ride facility.
- Maintain the traffic signal at the Guilford Road/Dorsey Run Road intersection in accordance with Appendix "A" of an Agreement By and Between Maryland State Highway Administration and Howard County executed September 18, 1995 to be amended to include this intersection.

Howard County shall:

- ~~Own and maintain Dorsey Run Road from Guilford Road to the MD 32 ramps and from Henkels Lane to Bridge Number 13125, Dorsey Run Road over Brock Bridge Road.~~
- Own and maintain Guilford Road in Howard County.
- Own, and equally share maintenance with Anne Arundel County of, Bridge Number 13029 (HO-194), Guilford Road over the CSX railroad.
- Own the traffic signal at the Dorsey Run Road/ Guilford Road intersection.
- Be responsible for maintenance costs for the traffic signal at the Dorsey Run Road/ Guilford Road intersection in accordance with Appendix "A" of an Agreement By and Between Maryland State Highway Administration and Howard County executed September 18, 1995 to be amended to include this intersection.

Anne Arundel County shall:

- Equally share maintenance with Howard County of Bridge Number 13029 (HO-194), Guilford Road over the CSX railroad.
- Own and maintain Guilford Road in Anne Arundel County including the roundabout at the MD 32 Ramps.

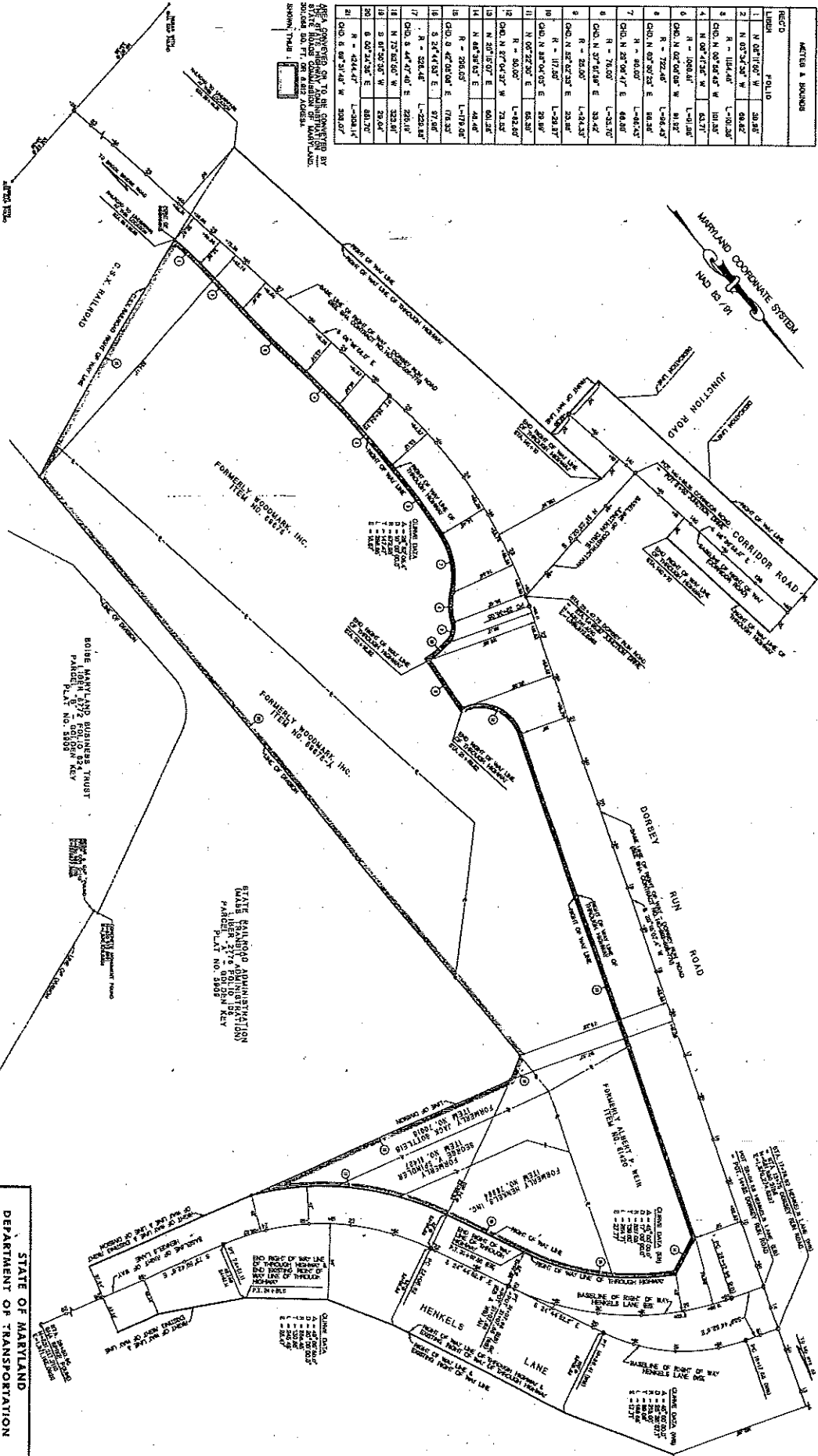
REV 7/9/01

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PM

SK
201.18

Exhibit B

REC'D	ACTS & BOOKS
1	N 0°17'00" W 38.82'
2	R - 104.44'
3	CHD. N 89°24'47" E 103.24'
4	N 0°17'00" W 38.82'
5	R - 104.44'
6	CHD. N 89°24'47" E 103.24'
7	R - 104.44'
8	CHD. N 89°24'47" E 103.24'
9	R - 104.44'
10	CHD. N 89°24'47" E 103.24'
11	R - 104.44'
12	CHD. N 89°24'47" E 103.24'
13	R - 104.44'
14	CHD. N 89°24'47" E 103.24'
15	R - 104.44'
16	CHD. N 89°24'47" E 103.24'
17	R - 104.44'
18	CHD. N 89°24'47" E 103.24'
19	R - 104.44'
20	CHD. N 89°24'47" E 103.24'
21	R - 104.44'



STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
STATE ROAD COMMISSION

RIGHT OF WAY PROJECT LA. 1161 TO AND FROM ANNE ARUNDEL COUNTY
 PROJECT NO. 57272
 SCALE 1" = 20'

CONSTRUCTION PROJECT ADJACENT ROUTE 28 PROJECT
 PROJECT NO. 57272
 CONSTRUCTION PROJECT NO. 57272-01

APPROVED [Signature] DATE 08/13/2013

DESIGNED [Signature] DATE 08/13/2013

CHECKED [Signature] DATE 08/13/2013

PLAT NO. 57272



NOTICE TO CONTRACTORS

THE STATE OF MARYLAND HAS A CONTRACT FOR THE CONSTRUCTION OF THE STATE HIGHWAY ADMINISTRATION PROJECT NO. 57272-01. THE CONTRACT IS AVAILABLE FOR BIDDING ON THE DATE OF THIS NOTICE. THE BIDDING WILL BE OPENED ON THE DATE OF THIS NOTICE. THE BIDDING WILL BE OPENED AT THE OFFICE OF THE STATE HIGHWAY ADMINISTRATION, 1000 EAST BALTIMORE AVENUE, BALTIMORE, MARYLAND 21201. THE BIDDING WILL BE OPENED AT 10:00 AM, LOCAL TIME, ON THE DATE OF THIS NOTICE. THE BIDDING WILL BE OPENED AT THE OFFICE OF THE STATE HIGHWAY ADMINISTRATION, 1000 EAST BALTIMORE AVENUE, BALTIMORE, MARYLAND 21201. THE BIDDING WILL BE OPENED AT 10:00 AM, LOCAL TIME, ON THE DATE OF THIS NOTICE.

Exhibit C

GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

DESCRIPTION OF PART OF DORSEY RUN ROAD (TO BE ABANDONED FOR ANNAPOLIS JUNCTION TOWN CENTER)

BEING a piece of land lying in Guilford Election District No. 6 of Howard County, Maryland, being part of Dorsey Run Road as shown State Roads Commission (SRC) Plat No. 57272, and being more particularly described, as now surveyed, as follows:

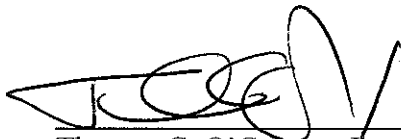
BEGINNING for the same at a rebar & cap (Bohler) found at the northerly end of the 12th or 82.60 feet arc easterly right of way line of Dorsey Run Road as shown on said SRC Plat No. 57272; thence running reversely with and along the 12th thru 8th right of way lines of said Dorsey Run Road, the following five (5) courses and distances

1. 82.60 feet along the arc of non-tangential curve deflecting to the left having a radius of 50.00 feet and a chord bearing and distance of South 27°04'37" East, 73.53 feet to a point; thence
2. South 05°22'30" West, 65.39 feet to a point; thence
3. 29.97 feet along the arc of non-tangential curve deflecting to the left having a radius of 117.50 feet and a chord bearing and distance of South 88°04'03" West, 29.89 feet to a point; thence
4. 24.33 feet along the arc of non-tangential curve deflecting to the left having a radius of 25.00 feet and a chord bearing and distance of South 52°52'33" West, 23.38 feet to a point; thence
5. 33.70 feet along the arc of non-tangential curve deflecting to the right having a radius of 75.00 feet and a chord bearing and distance of South 37°51'59" West, 33.42 feet to the northeasterly end of the 7th or 68.43 feet arc right of way line of said SRC Plat No. 57272; thence running reversely with and along a part of said 7th right of way line
6. 48.60 feet along the arc of non-tangential curve deflecting to the left having a radius 90.00 feet and a chord bearing and distance of South 35°25'34" West, 48.02 feet to a point; thence leaving said 7th right of way line and running so as to cross and divide said Dorsey Run Road, the following two (2) courses and distances

7. 90.41 feet along the arc of non-tangential curve deflecting to the right having a radius of 516.96 feet and a chord bearing and distance of North 15°14'31" East, 90.29 feet to the point of tangency; thence
8. North 20°15'07" East, 132.26 feet to the point of beginning, containing a computed area of 6,950 square feet or 0.1596 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

For: Gutschick, Little & Weber, P.A.



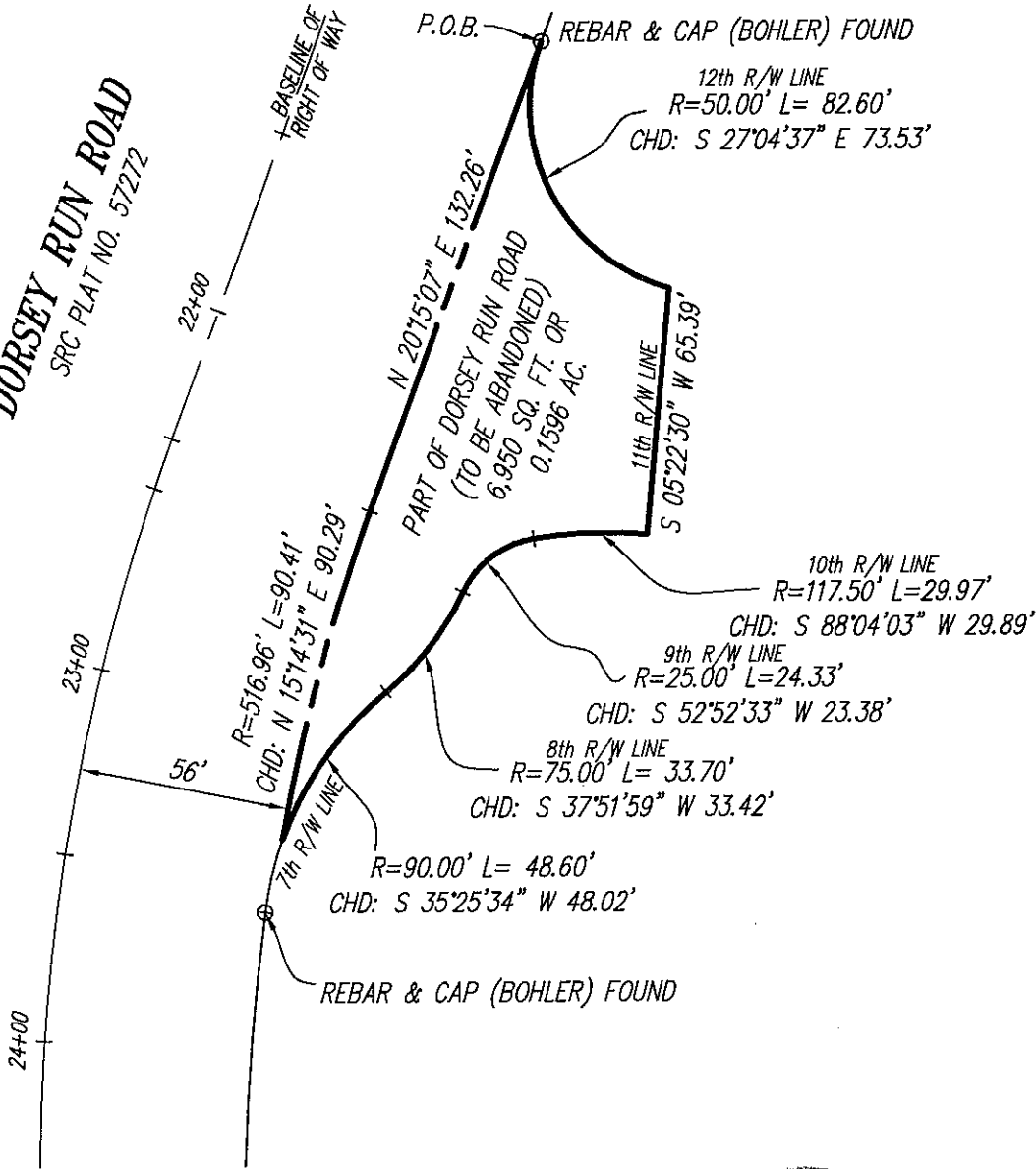
12-14-2012

Thomas C. O'Connor, Jr.
Professional Land Surveyor
Maryland Reg. No. 10954
(Exp. Date: 7/03/2014)



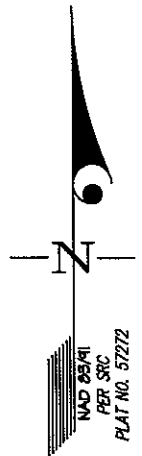
S:\Survey Drawings\11107\SKETCHES\1107 ROAD ABANDONMENT.dwg, PLOTTED: 12/14/2012 11:35 AM, LAST SAVED: 12/14/2012 11:35 AM, PLOTTED BY: Paul Clark

DORSEY RUN ROAD
SRC PLAT NO. 57272



FOR: GUTSCHICK, LITTLE & WEBER, P.A.
 THOMAS C. O'CONNOR, JR.
 PROFESSIONAL LAND SURVEYOR
 MARYLAND REGISTRATION No. 10954
 (EXP. DATE: 07/03/2014)

12-14-2012
DATE



SKETCH OF
PART OF DORSEY RUN ROAD
 (TO BE ABANDONED FOR
 ANNAPOLIS JUNCTION TOWN CENTER)

GUILFORD ELECTION DISTRICT NO. 6
 HOWARD COUNTY, MARYLAND

GLWGUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS
 3909 NATIONAL DRIVE - SUITE 250 - BURTONSVILLE OFFICE PARK
 BURTONSVILLE, MARYLAND 20866
 TEL: 301-421-4024 BALT: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

REFERENCE : SRC PLAT NO. 57272

DRAWN BY : DATE : DEC. 2012

CHECKED BY : SCALE : 1"=50'

G.L.W. FILE No.

11107