PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this day of Soptember, 2018 (the "Effective Date"), by and among HOWARD COUNTY, MARYLAND, a body corporate and politic ("Purchaser" or the "County") and CHASE LAND, LLC, a Maryland limited liability company, successor by conversion to Chase Limited Partnership, a Maryland limited partnership ("Seller").

RECITALS:

WHEREAS, Chase is the owner of certain parcels of real property located in Howard County, Maryland (collectively, the "Total Chase Land") and more particularly identified as follows:

The "Tansill Parcel": Identified on Howard County Tax Map 42 as Parcel 349 and by deed dated September 8, 2006 recorded among the land records of Howard County, Maryland (the "Land Records") at Liber 10242, folio 162 consisting of approximately 8.20 acres;

The "NW Parcel": Identified on Howard County Tax Map 42 as Parcel 102 and by deed dated November 29, 2004 recorded among the Land Records at Liber 8821, folio 536 consisting of approximately 4 acres; and

The "Chase Parcel": Identified on Howard County Tax Map 43 as Parcel 235 and as part of the property conveyed by deed dated January 3, 1996 recorded among the Land Records at Liber 5867, folio 368 consisting of approximately 228.27 acres; and

WHEREAS, Purchaser desires to acquire certain portions of the Total Chase Land for purposes of construction of one or more public schools and uses related thereto; and

WHEREAS, Purchaser has the legal right and authority to acquire property by condemnation; and

WHEREAS, Purchaser has advised Seller that Purchaser prefers to acquire portions of the Total Chase Land for construction of one or more public schools by consensual sale in lieu of condemnation; and

WHEREAS, in lieu of a condemnation of portions of the Total Chase Land, Seller and Purchaser executed that certain Memorandum of Understanding for Acquisition of Properties by Installment Purchase Agreement (the "MOU") dated May 5, 2016 regarding the potential sale by Seller and purchase by Purchaser of certain parcels of land, including portions of the Total Chase Land (with such other parcels of land being referred to herein as the "Other Parcels"); and

WHEREAS, the Purchaser established and funded Capital Project C0352, "FY2017 Site Acquisition for School Sites and Elevated Water Storage Facilities"; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property (as

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hereinafter defined), under threat of and in lieu of condemnation, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration exchanged between the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Section 1. <u>Sale and Purchase</u>. Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase and accept from Seller, under threat of and in lieu of condemnation, for the price and subject to the terms, covenants, conditions and provisions set forth in this Agreement, all of Seller's right, title, and interest in and to the Tansill Parcel, the NW Parcel and portions of the Chase Parcel, collectively comprising 78.993 acres, more or less as more particularly described on <u>Exhibit A</u> attached hereto and made a part hereof (the "Land"), together with all easements, rights, appurtenances, privileges and other property interests existing thereon and benefiting, belonging, or pertaining thereto (the "Property").
- Section 2. <u>Purchase Price and Manner of Payment</u>. The purchase price for the Property (the "Purchase Price") shall be Nineteen Million Seven Hundred Thirteen Thousand Forty-four Dollars (\$19,713,044.00) payable in cash or other immediately available funds at Closing (as hereinafter defined), subject to adjustments for credit and prorations as provided for in this Agreement.

Within ten (10) days after the Effective Date, Purchaser will deliver to Colony Title (the "Escrow Agent"), acting as escrow agent, the sum of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Deposit") to hold in a non-interest bearing account subject to the terms of this Agreement. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Deposit shall be paid to Seller and applied to the payment of the Purchase Price. After the expiration of the Inspection Period (as hereinafter defined), the Deposit shall be non-refundable to Purchaser except as otherwise expressly provided in this Agreement.

Section 3. Inspection Period.

- A. Purchaser shall have until 5:00 p.m. local Maryland time on the ninetieth (90th) day after the Effective Date (the "Inspection Period") to terminate this Agreement should Purchaser determine, in its reasonable discretion, that the Property is not suitable in all respects for Purchaser's intended use of the Property or Purchaser is not satisfied with the results of any tests, surveys, reports, title search, title commitment, market analysis or other studies regarding the Property, by giving written notice to Seller of the termination of this Agreement, whereupon the Deposit shall be returned to Purchaser and thereafter neither party shall have any further rights, obligations, or liabilities to the other hereunder except for any rights, obligations, or liabilities that expressly survive termination of this Agreement.
- B. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of all documents, reports and papers relating to the Property, which have not already been delivered to Purchaser but are in the Seller's or Seller's agent's possession or reasonably available to Seller, including, without limitation, engineering evaluations or studies,

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building plans and specifications, governmental permits, public works agreements, development plans, soil tests, test boring information, title insurance policies, commitments and all title documents and materials, surveys, operating expense statements and all related records, information concerning utilities installed on, or to be installed on, or otherwise affecting the Property, and information concerning any other improvements installed or placed upon the Property, or to be installed or placed upon the Property, leases, licenses and/or management agreements, contracts, permits, and other similar agreements relating to the Property. All such information and data shall become the sole property of Purchaser upon consummation of the purchase. If this Agreement is terminated for any reason prior to Closing, all such information and data shall be returned promptly to Seller upon Seller's request.

During the pendency of this Agreement, Purchaser and its agents, contractors and employees shall be provided with physical access to the Property and an opportunity to conduct, at Purchaser's sole cost and expense, such studies, tests, and investigations of the Property as Purchaser deems necessary or advisable (collectively, the "Inspections"). Before Purchaser enters the Property to perform Inspections, Purchaser shall give Seller reasonable advance written notice and, at Seller's option, a representative of Seller may accompany Purchaser and/or Purchaser's representative. Purchaser shall be solely responsible for the conduct of Purchaser's representatives on and adjacent to the Property and shall assume and pay for all expenses incurred in connection with the Inspections. At all times during the presence of Purchaser or Purchaser's representatives on the Property, Purchaser shall not allow, and Purchaser's representatives will not conduct, any physically invasive testing of, on, or under the Property without first obtaining Seller's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Purchaser agrees to return the Property to substantially the same condition and cleanliness existing before entry and/or occupation by Purchaser's representatives, including, but not limited to, sealing wells or other similar subsurface investigations. Subject to applicable laws, Purchaser shall keep confidential the information resulting from the Inspections. Purchaser may disclose confidential information for the sole purpose of evaluating the Property provided Purchaser takes all reasonable measures to assure that Purchaser's representatives keep such information confidential.

C. Subject to Maryland's Local Government Tort Claims Act and Purchaser's appropriations, Purchaser shall indemnify, defend, and hold harmless Seller and Seller's officers, directors, agents, employees, members, and representatives from and against all claims, losses, damages, liens or expenses, arising out of such entries, tests and inspections, including, without limitation, reasonable attorney's fees and court costs, excepting those claims, losses, damages, liens or expenses pre-existing Purchaser's entry or arising from the gross negligence or willful misconduct of Seller or Seller's officers, directors, agents, employees, members, and representatives. Purchaser's obligations under this Section 3.C shall survive the Closing or earlier termination of this Agreement for a period of three (3) years from the date the Inspection Period concludes; provided, however, that Purchaser and Purchaser's agents, employees, and representatives shall not enter the Property following the expiration of the Inspection Period without the prior written consent of Seller, except that Purchaser's agents, employees, and representatives may enter the Property without Seller's prior written consent solely in connection with Purchaser's regulatory oversight of the Grading and Construction Work (as hereinafter defined) and New Road Grading (as hereinafter defined).

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Section 4. <u>Title and Survey</u>.

- A. At Purchaser's sole cost and expense, Purchaser may obtain a title commitment with respect to the Property (the "Title Report") issued by a title company selected by Purchaser (the "Title Company"). On or before the expiration of the Inspection Period, Purchaser shall deliver a notice to Seller setting forth Purchaser's objections to the Title Report. Unless Purchaser shall object to any such item in the Title Report on or before the expiration of the Inspection Period, Purchaser shall be deemed to have consented to the Title Report and all such exceptions shall be permitted (the "Permitted Exceptions"); provided that Seller shall remain obligated to satisfy all Liens (as hereinafter defined) pursuant to Section 4.D below.
- B. Purchaser, at Purchaser's sole cost and expense, shall have the right to have an ALTA survey of the Property (the "Survey") prepared on or before the expiration of the Inspection Period. If Purchaser has any objections to the Survey, Purchaser shall deliver a copy of such Survey to Seller and shall provide a notice setting forth Purchaser's specific objections to or on the matters shown on the Survey before the expiration of the Inspection Period. If Purchaser does not make any such objections on or before the expiration of the Inspection Period, Purchaser shall be deemed to have consented to all matters that are shown on such Survey, other than the Liens, and all such matters shall be Permitted Exceptions.
- Any title or Survey matters to which Purchaser makes timely objections or comments shall be herein collectively called the "Unacceptable Encumbrances." Seller may elect (but shall not be obligated other than with respect to the Liens) to remove, or cause to be removed at Seller's expense, any Unacceptable Encumbrances, in form and substance satisfactory to Purchaser in its reasonable discretion, prior to Closing. Seller shall notify Purchaser in writing within ten (10) business days after receipt of Purchaser's notice of Unacceptable Encumbrances whether Seller elects to cure the same. If Seller elects to remove the Unacceptable Encumbrances, the same shall be removed on or before the Closing. If Seller does not respond to Purchaser's notice of Unacceptable Encumbrances within said ten (10) business days, such failure to respond shall be deemed Seller's election not to remove any Unacceptable Encumbrances. If Seller elects or is deemed to have elected not to remove any Unacceptable Encumbrances, Purchaser may elect, as its sole and exclusive remedy, by written notice to Seller within twenty (20) business days following Seller's election or deemed election not to remove any Unacceptable Encumbrances, to either (i) terminate this Agreement by written notice to Seller, in which case the Deposit shall promptly be returned to Purchaser and thereafter no party shall have any further rights, obligations, or liabilities under this Agreement, except for any such rights, obligations, or liabilities that expressly survive termination; or (ii) take title to the Property subject to such Unacceptable Encumbrances which Seller elected not to remove, without abatement of or credit against the Purchase Price. If Purchaser does not respond to Seller as required in the preceding sentence, such failure to respond shall be deemed Purchaser's election to take title to the Property subject to such Unacceptable Encumbrances which Seller elected not to remove, without abatement of or credit against the Purchase Price.
- D. Seller agrees to satisfy all mortgages, deeds of trust, security agreements, construction or mechanics' liens, judgments against Seller, or other liens of a monetary nature (collectively, the "Liens") secured by or affecting the Property. Seller shall deliver to Purchaser

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or the Title Company at the Closing instruments sufficient to satisfy the Liens, together with the costs of recording or filing said instruments.

Section 5. <u>Conditions Precedent to Closing.</u>

- A. <u>Conditions Precedent to Purchaser's Obligations to Close.</u> Purchaser's obligation to purchase the Property and to complete the transactions contemplated in this Agreement is subject to satisfaction on or before the Closing Date of the following conditions, any of which may be waived in writing by Purchaser in its sole and absolute discretion:
- (i) <u>Representations and Warranties; Covenants</u>. All representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as if made on the Closing Date, and Seller shall have performed and observed, in all material respects, all covenants of Seller under this Agreement.
- (ii) <u>Delivery of Closing Documents</u>. Seller shall have delivered each of the Closing documents required to be delivered under Section 6.B of this Agreement.
- Construction Work and New Road Grading. The completion of the Grading and Construction Work and the New Road Grading materially in compliance with this Agreement, which Grading and Construction Work and New Road Grading shall not have caused any material adverse environmental effects to the Property or any part thereof. Seller shall have delivered the certifications from Seller's professional engineer as required in Section 12.C.(ii). Seller shall have delivered to Purchaser a lien waiver from the general contractor and each contractor, subcontractor and materials supplier performing the Grading and Construction Work and New Road Grading or other evidence reasonably satisfactory to Purchaser that payment in full has been made for the Grading and Construction Work and New Road Grading. If the Grading and Construction Work and New Road Grading has not been completed on the Closing Date, then the Seller shall provide the certifications and lien waivers for the Grading and Construction Work and New Road Grading pursuant to Section 12.C.(ii) hereof for the portions of such Grading and Construction Work and New Road Grading that have been completed as of the Closing Date.
- (iv) <u>Property</u>. The Property shall be unoccupied and all occupancy agreements, leases and life estates and crop rights, shall have lapsed or terminated. The Seller shall not have leased or conveyed any interest in the Property after the Effective Date unless otherwise agreed to in writing by Purchaser.
- (v) <u>Funding</u>. The Howard County Council shall have fully funded Capital Project C0352, "FY2017 Site Acquisition for School Sites and Elevated Water Storage Facilities" which the parties acknowledge has occurred prior to the Effective Date.
- B. <u>Conditions Precedent to Seller's Obligation to Close</u>. Seller's obligation to sell the Property and to complete the transactions contemplated in this Agreement is subject to satisfaction on or before the Closing Date of the following conditions, any of which may be waived in writing by Seller in its sole and absolute discretion:

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- (i) <u>Representations and Warranties; Covenants</u>. All representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects as if made on the Closing Date, and Purchaser shall have performed and observed, in all material respects, all covenants of Purchaser under this Agreement, including, without limitation, payment of the Purchase Price.
- (ii) <u>Delivery of Closing Documents</u>. Purchaser shall have delivered each of the Closing documents required to be delivered under Section 6.C of this Agreement.
- (iii) <u>Alternative Compliance Application</u>. Seller shall have received final, unappealable approval from DPZ (as hereinafter defined) of the Alternative Compliance Application (as hereinafter defined), provided that Seller shall have filed the Alternative Compliance Application with DPZ within the time provided in Section 12.B of this Agreement.
- (iv) <u>Funding</u>. The Howard County Council shall have fully funded Capital Project C0352, "FY2017 Site Acquisition for School Sites and Elevated Water Storage Facilities" which the parties acknowledge has occurred prior to the Effective Date.
- (v) <u>Grading and Construction Work Permits and Approvals</u>. Seller shall have received all governmental authorizations, permits, and approvals necessary to commence and to perform the Grading and Construction Work and New Road Grading, as set forth herein (which the parties acknowledge has occurred prior to the Effective Date), and shall have completed the Grading and Construction Work and New Road Grading, as set forth herein.
- (vi) <u>Closing Under Tower Agreement</u>. Closing shall have been consummated pursuant to the terms of that certain Purchase and Sale Agreement (the "**Tower Agreement**") dated as of the date hereof by and among Seller, Purchaser, and Annapolis Junction Holdings, LP, a Maryland limited partnership regarding, among other things, the sale and conveyance of the Other Parcels.
- (vii) <u>DRRA</u>. Purchaser shall have delivered to Seller the DRRA (as hereinafter defined), duly executed and acknowledged by Purchaser, provided that the Seller conducted the necessary pre-submission community meeting pursuant to Howard County Code Section 16.1704(b)(1) (the "Community Meeting") and presented the DRRA to the County Executive in good faith on or before January 1, 2019. Purchaser's execution and delivery of the DRRA shall not be a condition precedent to Seller's obligation to close if the Community Meeting for the DRRA is not conducted or the DRRA is not presented to the County Executive on or before January 1, 2019.
- C. <u>Termination</u>. Seller and Purchaser shall each use commercially reasonable and diligent efforts to cause to be satisfied the conditions precedent to each party's obligation to close on the Property. If any of the conditions precedent to Purchaser's obligation to close on the Property have not occurred or been satisfied on or before the Closing Date, Purchaser, at Purchaser's sole option, may either (i) terminate this Agreement by notice delivered to Seller and Escrow Agent, on or before the Closing Date and the Deposit shall be returned to Purchaser, or

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(ii) waive such conditions precedent and proceed to Closing in accordance with the provisions of this Agreement, including, without limitation, any Grading and Construction Work and New Road Grading to be completed post-Closing in accordance with the provisions of this Agreement. If the conditions precedent to Seller's obligation to close on the Property are not satisfied on or before the Closing Date, Seller, at Seller's sole option, may either (x) terminate this Agreement by notice delivered to Purchaser and Escrow Agent, on or before the Closing Date, or (y) waive such conditions precedent and proceed to Closing. The provisions of this Section 5.C shall in no way limit the parties' rights and remedies pursuant to Section 15 of this Agreement if such failure to satisfy any such condition precedent is the result of a default under this Agreement.

Section 6. Closing.

- A. The purchase and sale of the Property shall be closed at a mutually agreeable date and time within sixty (60) days of the completion of the Grading and Construction Work and the New Road Grading (the "Closing Date") at the offices of Purchaser; provided, however, that the Closing Date shall be no later than June 28, 2019. Time is of the essence hereof. The consummation of the purchase and sale of the Property is referred to herein as the "Closing."
 - B. At the Closing, Seller shall deliver to Purchaser the following:
- (i) A deed duly executed and acknowledged by Seller, conveying the Property to Purchaser in the form attached hereto and made a part hereof as **Exhibit B** (as may be modified for an adjoinder deed transfer in accordance with Section 12.B hereof) (the "**Deed**") with sealed metes and bounds descriptions for each of the parcels comprising the Property, and containing a reservation by Seller of the Easement (as hereinafter defined).
- (ii) An affidavit from Seller that it is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.
- (iii) A settlement statement (the "Settlement Statement") duly executed by Seller, prepared by the Escrow Agent and agreed to by Seller and Purchaser.
- (iv) Any affidavits and other documents reasonably and customarily required by the Title Company.
- (v) Certification from Seller's professional engineer (licensed in Maryland) that the Grading and Construction Work and New Road Grading, including any portion of which work was performed prior to the Effective Date was completed in accordance with the requirements of this Agreement.
 - C. At the Closing, Purchaser shall deliver to Seller the following:
- (i) The Purchase Price, as adjusted by any credits or adjustments required pursuant to this Agreement.

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- (ii) The DRRA, provided that such DRRA shall have been presented to the County Executive by January 1, 2019 and approved by the Howard County Council as provided in Section 14 of this Agreement.
 - (iii) The Settlement Statement, duly executed by Purchaser.
- (iv) Any affidavits and other documents reasonably and customarily required by the Title Company.
- Section 7. Risk of Loss. Except as expressly provided in this Agreement, the risk of injury, death or damage to third persons or property due to activities on or the condition of the Property and the risk of damage to or destruction of the Property by fire, storm, burglary, vandalism, or other casualty are assumed by Seller until the Deed is executed, delivered to and accepted by Purchaser. If, prior to the Closing, all or any portion of the Property is damaged by fire or any other cause, Seller shall promptly give Purchaser written notice of such damage, and this Agreement shall continue in full force and effect.

Section 8. Closing Adjustments and Prorations.

- Taxes and Assessments. All real property taxes, ground rents, and all other public or governmental charges or assessments, general or special, against the Property (including benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements) shall be adjusted as of the Closing Date on the basis of actual bills therefor, if available, and shall be assumed and paid thereafter by Purchaser, whether assessments have been levied or not as of the Closing Date. If such bills are not available, then such taxes and other charges shall be prorated on the basis of the most currently available bills and, thereafter, promptly re-prorated upon the availability of actual bills for the period. For any portions of the Property that are conveyed hereunder which, as of the Effective Date, do not constitute separate tax parcels, prorations shall be made on the basis of the percentage of acreage of such tax parcels that are being conveyed. Utility costs and premiums on insurance policies, if any, shall not be adjusted. As of the Closing Date, Seller will terminate its utility services and its insurance coverage for the Property, if any. Any other costs or charges of closing this transaction that are typically prorated or adjusted but not specifically mentioned in this Agreement shall be adjusted in accordance with local custom in Howard County, Maryland. For purposes of calculating prorations pursuant to the terms of this Agreement, Purchaser shall be deemed to be in title to the Property for the entire day upon which Closing occurs.
- B. <u>Closing Costs</u>. Purchaser will pay the following costs of closing this transaction: (i) all recording fees imposed upon or payable in connection with the recordation of the Deed; (ii) all state and county recordation and transfer taxes imposed upon or payable in connection with the recordation of the Deed; (iii) all premiums, fees, and costs associated with the issuance of the Title Report and standard owner's title insurance policies and any additional coverage and/or endorsements to owner's title insurance policies; (iv) the cost of the Survey if Purchaser so elects to obtain such Survey; (v) all expenses incurred by Purchaser or its representatives in inspecting or evaluating the Property or closing this transaction; (vi) all of the settlement fees and other charges of the Escrow Agent due in connection with the Closing; and (vii) all of Purchaser's legal fees. Seller

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shall pay (i) the costs of the Grading and Construction Work and New Road Grading as provided herein, and (ii) Seller's legal fees.

Section 9. Waiver and Release.

EXCEPT REGARDING THE GRADING AND CONSTRUCTION WORK AND NEW ROAD GRADING DESCRIBED IN SECTION 12.C BELOW, THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS, CONTRACTORS, OR REPRESENTATIVES, EXCEPT FOR THE CERTIFICATIONS AND LIEN WAIVERS REGARDING THE GRADING AND CONSTRUCTION WORK AND NEW ROAD GRADING TO BE PROVIDED BY SELLER'S CONTRACTORS AND PROFESSIONAL ENGINEER PURSUANT TO SECTION 12.C.(ii) OF THIS AGREEMENT.

В. Without limiting the provisions of Section 9.A, and except to the extent the same may be caused by Seller's default concerning Section 10.J or Section 12.C below, Purchaser releases Seller from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs, and expenses (including without limitation attorneys' fees whether suit is instituted or not) which could be asserted by Purchaser or its successors or assigns (collectively, "Claims"), whether known or unknown, liquidated or contingent, arising from or related to (i) any defects, errors, or omissions in the design or construction of the Property, whether the same are a result of negligence or otherwise; or (ii) other conditions (including environmental conditions) affecting the Property, whether the same are a result of negligence or otherwise. The release set forth in this Section specifically includes any Claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., or with respect to any environmental risk. "Environmental Laws" includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

- C. The acknowledgements and agreements set forth in this Section 9 will survive the Closing.
- Section 10. <u>Seller's Representations and Warranties</u>. As a material inducement for Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing Date as follows:
- A. <u>Organization</u>. Seller is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Maryland.
- B. <u>Authority</u>. Seller possesses all requisite power and authority, has taken all actions required by its organizational documents, and has obtained all necessary consents to execute and deliver this Agreement and to consummate the transactions contemplated hereby. Each person executing this Agreement on behalf of Seller has all requisite authority to do so.
- C. <u>Bankruptcy</u>. No bankruptcy or similar action or proceeding, whether voluntary or involuntary, is pending or, to Seller's Knowledge (as hereinafter defined), threatened against Seller.
- D. <u>Other Sales Agreements</u>. Seller has not entered into any other contract to sell the Property or any part thereof which is currently in effect.
- E. <u>Agreements: Leases</u>. No management, employment, service, equipment, supply, maintenance, or other third party agreements with respect to or affecting the Property or any part thereof, will affect or burden the Property after Closing, except for Permitted Exceptions. There are no leases, rental agreements, licenses, license agreements or other occupancy agreements with anyone in effect which will affect the Property or any part thereof after Closing. To the best of the Seller's Knowledge there exist no unrecorded rights-of-way, unrecorded easements, unrecorded liens, or unrecorded encumbrances affecting the Property or any part thereof.
- F. <u>Foreign Person</u>. Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), and the sale of the Property is not subject to the federal income tax withholding requirements of such section of the Code.
- G. <u>No Conflicts</u>. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby will not: (i) violate any judgment, order, injunction, or decree to which Seller is subject, or (ii) conflict with, result in a breach of, or constitute a default under any lease, mortgage, loan agreement, covenant, or other agreement or instrument to which Seller is a party or by which Seller may be bound.
- H. <u>Seller's Title.</u> The Seller, as to each parcel comprising the Property, is the sole owner of the Property and has good and marketable fee simple title to the Property, and as of the date of Closing, subject to only the Permitted Exceptions.

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- I. <u>Lawsuits relating to Property</u>. There is no suit, proceeding, or litigation pending, or to the Seller's Knowledge threatened in writing, against, or relating to the Property, nor does the Seller know, or have reasonable grounds to know, of any basis for any such suit, proceeding, or litigation, and there are no judgments of any nature existing against the Property.
- <u>Hazardous Material</u>. Except for such matters as may be disclosed in any environmental report provided to Purchaser by Seller pursuant to the terms of this Agreement, and except for such matters as may be disclosed in any environmental report obtained by Purchaser prior to the Effective Date, Seller has no Knowledge of any Hazardous Material (defined below) at, upon, under, or within the Property or, to the best of Seller's Knowledge, within any contiguous real estate. The term "Hazardous Material" means (i) any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments or replacements thereof, or (ii) such substances, materials or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and amendments or replacements thereof, or (iii) such hazardous or toxic substances, materials, or wastes that are or may become regulated under any other applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation. Except for such matters as may be disclosed in any environmental report provided to Purchaser by Seller pursuant to the terms of this Agreement, and except for such matters as may be disclosed in any environmental report obtained by Purchaser prior to the Effective Date, Seller has no Knowledge of (i) any landfill on the Property, (ii) any construction debris which has been buried or placed on the Property, or (iii) any Hazardous Material which has been buried or placed on the Property.
- K. <u>Violations</u>. There has not been issued to the Seller any notice of the violation of (i) any law, ordinance, resolution, statute, rule or regulation of any governmental agency or any quasi-governmental agency with respect to the Property or any part thereof, (ii) any right-of-way, easement or other encumbrance affecting the Property, either as the servient or dominant estate, or (iii) any covenant, restriction or condition imposed upon the Property or any part thereof by any instrument in the chain of title to the Property, or otherwise affecting title to the Property.
- L. <u>Compliance with Law and Permits</u>. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby, including specifically, the Grading and Construction Work and the New Roadway Grading, will (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Seller is a party, (ii) violate any restrictions or permits to which the Seller is subject, or (iii) constitute a material violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order. Seller represents that it shall direct its contractors to perform the Grading and Construction Work and the New Road Grading substantially in accordance with the Approved Plans (as hereinafter defined) and all permits issued in connection therewith. Seller represents its understanding and agreement that in the event Closing does not occur hereunder for any reason, any future development of the Property shall be subject to certain forest conservation requirements previously deferred by the County.

M. <u>Sale of Assets</u>. The Sale of the Property is not a disposition of substantially all of Seller's assets. The Seller has paid in full all personal property and real property taxes or payments in lieu of taxes, due and owing to Howard County, Maryland.

For purposes of this Section 10, the terms "Seller's Knowledge" and "Knowledge" shall mean the actual knowledge (as distinguished from implied, imputed, or constructive knowledge) of a particular fact or matter by Caleb C. Gould, without any duty of independent investigation. The representations and warranties of Seller set forth in this Section 10 shall survive Closing or the termination of this Agreement for a period of one (1) year.

- Section 11. <u>Purchaser's Representations and Warranties</u>. As a material inducement for Seller to enter into this Agreement, Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing Date as follows:
- A. <u>Authority</u>. Purchaser possesses all requisite power and authority, has taken all actions required by applicable law, and has obtained all necessary consents to execute and deliver this Agreement and to consummate the transactions contemplated hereby. Each person executing this Agreement on behalf of Purchaser has all requisite authority to do so.
- B. <u>No Conflicts</u>. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not: (i) violate any judgment, order, injunction, or decree to which Purchaser is subject, or (ii) conflict with, result in a breach of, or constitute a default under any agreement, instrument, or law or regulation to which Purchaser is a party or by which Purchaser may be bound.

The representations and warranties of Purchaser set forth in this Section 11 shall survive Closing or the termination of this Agreement for a period of one (1) year.

Section 12. Seller's Obligations Prior to Closing.

- A. <u>Litigation</u>. Beginning on the Effective Date and continuing until Closing, Seller will advise Purchaser promptly of any litigation, arbitration proceeding, or administrative hearing which concerns or affects the Property in any manner.
- B. <u>Alternative Compliance</u>. Within sixty (60) days after the Effective Date, Seller shall file an Alternative Compliance Application for a waiver of <u>Section 16.147</u> of the Howard County Subdivision and Land Development Regulations (the "Alternative Compliance Application") with the County's Department of Planning and Zoning ("DPZ") seeking DPZ's approval to permit the conveyance of the Property from Seller to Purchaser via an adjoinder deed transfer.
- C. <u>Grading</u>. Seller shall utilize commercially reasonable and diligent efforts to attempt to complete, at its sole cost and expense the Grading and Construction Work and New Road Grading, in accordance with the Approved Plans, all as defined herein, on or before June 28, 2019. The Seller represents that prior to the execution of this Agreement, the Seller commenced

the Grading and Construction Work and New Road Grading, and represents that such Grading and Construction Work and New Road Grading has been performed in accordance with the Approved Plans.

- Seller has prepared and obtained a grading permit for the grading plans entitled "Erosion and Sediment Control Plan for Chase Property at Mission Road" dated May 11, 2017 and executed June 8, 2017, and the site development plan entitled "Site Development Plan for Chase Property at Mission Road" (SDP 17-064) approved by the County on August 24, 2017 attached hereto and made a part hereof as Exhibit C (the "Approved Plans"). Seller shall, at its sole cost and expense, (i) grade the Property substantially in accordance with the Approved Plans (the "Grading and Construction Work") and (ii) design and rough grade the portion of the Property forming the Roadway Land for the New Road as defined below (the "New Road Grading") substantially in accordance with the requirements set forth in Volume 4 of the Howard County Design Manual for the road standards and the Approved Plans. Seller and Purchaser acknowledge and agree that the Approved Plans, as set forth on Exhibit C hereto, shall not be materially amended without the written consent of Seller and Purchaser, not to be unreasonably withheld, conditioned, or delayed. To the extent such Grading and Construction Work and New Road Grading have not commenced as of the Effective Date, Seller shall commence such Grading and Construction Work and New Road Grading on the Property within a commercially reasonable time following Seller's receipt of all governmental authorizations, permits, and approvals necessary to perform such Grading and Construction Work and New Road Grading; provided, however, that Seller shall utilize commercially reasonable and diligent efforts to attempt to complete such Grading and Construction Work and New Road Grading on the Property on or before June 28, 2019. Seller and Purchaser acknowledge and agree that subject to a Right of Entry Agreement from the Purchaser, the Grading and Construction Work and New Road Grading may be completed after Closing as provided in Section 12(c)(v) of this Agreement.
- (ii) As part of the Grading and Construction Work, the Seller shall remove and properly dispose of all buildings, debris, all soil mounds, hot-spots, other man-made conditions identified in the Purchaser's environmental inspections, and any other non-organic material, other than improvements for utilities located on the Property pursuant to any recorded documents. Upon the completion of the Grading and Construction Work and New Road Grading (which shall be deemed complete following the completion of Items 1 through 8 (inclusive) of the Overall Sequence of Operations shown on Sheet 1 of the Site Development Plan attached hereto as **Exhibit C**), (A) the Seller's professional engineer (licensed in Maryland) shall certify to the Purchaser, that the grading was performed substantially in accordance with all required permits and the Approved Plans and that the final grades are located substantially as shown on **Exhibit C**, and (B) Seller shall promptly deliver to Purchaser a lien waiver from the general contractor and each contractor, subcontractor and materials supplier performing the Grading and Construction Work and New Road Grading that payment in full has been made for such work.
- (iii) The Grading and Construction Work and the New Road Grading as described herein shall be conducted in accordance with all local, state, and federal laws governing such operations. Seller shall be solely responsible for (i) obtaining all permits required for the Grading and Construction Work and the New Road Grading and, except to the extent the same may be or have been waived or deferred by the County, the costs of all permits required for the

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Grading and Construction Work and the New Road Grading, with the exception of any permits or approvals from the Maryland State Highway Administration ("SHA") (which SHA permits and approvals shall be obtained by Purchaser in the course of Purchaser's construction of the New Road as provided in Section 13.A below) and (ii) any mitigations required for the performance of the grading operations. Seller shall indemnify and hold the County and its officers, agents, employees and representatives harmless from and against any and all loss, liability, claim, or expense, including mechanics' liens and reasonable attorneys' fees which the County and its officers, agents, employees and representatives incur in connection with enforcing their respective rights under this Section 12, relating to any loss of life, personal injury, and/or damage to personal property and/or real property arising as a result of (a) any act of omission of Seller or its affiliates, agents, employees, permittees, contractors, or representatives arising in connection with the Grading and Construction Work or the New Road grading; or (b) the failure to complete the Grading and Construction Work or the New Road Grading; or (c) any environmental damage to the Property related to the Grading and Construction Work and the New Road Grading. The provisions of this Section 12.C shall survive Closing for a period of three (3) years.

- (iv) Notwithstanding anything to the contrary contained in this Agreement, Seller's obligations under this Section 12.C are expressly contingent upon Seller's receiving all governmental authorizations, permits, and approvals necessary to perform such Grading and Construction Work and New Road Grading, which Seller shall use commercially reasonable efforts to timely obtain. Seller acknowledges that the County's inspectors shall be inspecting the Grading and Construction Work during the course of the grading operation and upon its completion to ensure that the Grading and Construction Work has been completed substantially in accordance with the Approved Plans.
- (v) Notwithstanding anything to the contrary contained in this Agreement, Seller and Purchaser acknowledge and agree that if Seller fails to complete the Grading and Construction Work and New Road Grading on or before June 28, 2019, such failure shall not be a default or breach of this Agreement and instead, if Purchaser does not elect to terminate this Agreement pursuant to Section 5.A.(iii) hereof and elects to proceed to Closing, then (a) Seller and Purchaser shall execute and deliver at Closing a Right of Entry Agreement reasonably acceptable to both Seller and Purchaser permitting Seller to enter upon the Property on and after Closing to complete such Grading and Construction Work and New Road Grading; and (b) Seller, Purchaser, and Escrow Agent shall execute and deliver at Closing an Escrow Agreement reasonably acceptable to Seller, Purchaser, and Escrow Agent whereby Escrow Agent shall hold one percent (1%) of the Purchase Price in escrow until the date that Seller delivers to Purchaser the certification and lien waivers required by Sections 12.C.(ii)(A) and 12.C.(ii)(B) of this Agreement.
- (vi) Notwithstanding anything to the contrary contained in this Agreement, Seller and Purchaser acknowledge and agree that the Grading and Construction Work and the New Road Grading shall not include, and Seller shall not be obligated to perform, Item 9 of the Overall Sequence of Operations shown on Sheet 1 of the Site Development Plan attached hereto as Exhibit C ("all trap/basins shall be removed no later than 3 yrs. from Howard Soil Conversation District signature approval") or substantially similar language contained elsewhere in the Approved Plans (the "Basin Removal Requirement"); however, the Seller shall ensure that

the trap/basins are in good working order, as may be required by the Approved Plans and applicable law, on the Closing Date, as reasonably determined by the County's inspector. Seller and Purchaser further acknowledge and agree that Purchaser's assignee will be using such traps/basins during the construction of the public school facilities on the Property and that, in the event that Closing occurs hereunder, Purchaser's assignee, at its sole cost and expense, shall satisfy the Basin Removal Requirement after Closing. The provisions of this Section 12.C.(vi) shall survive the Closing.

Section 13. Covenants Regarding Post Closing Obligations.

- A. New Road Construction. Purchaser, at its sole cost and expense and within five (5) years of the Closing Date, shall complete the construction of a public roadway (the "New Road") upon that certain real property, more particularly described on Exhibit D attached hereto and made a part hereof (the "Roadway Land"). The New Road shall be at least one hundred (100) feet wide at its intersection with U.S. Route 1 and continue at such width for one hundred twenty (120) feet and then taper to a seventy (70) feet wide and shall be constructed to all applicable public road standards for a school bus entrance. Seller shall grant to Purchaser such temporary construction easements, in form and substance reasonably agreeable to Seller and Purchaser, over the real property owned by Seller adjoining the Roadway Land as Purchaser may reasonably request for the construction of the New Road. In the event the final design of the New Road requires the acquisition of additional land owned by Seller adjoining the Roadway Land, then Seller and Purchaser shall negotiate diligently and in good faith regarding the sale by Seller and purchase by Purchaser of such additional land required for the New Road, including, without limitation, regarding the location of such additional land and the purchase price therefor.
- Easement; Terminus of New Road; Future Easement. At Closing, Seller shall have the right to reserve an easement (the "Easement") in the Deed over the portion of the Property more particularly shown on Exhibit E-1 attached hereto and made a part hereof (the "Easement Area"), allowing Seller to utilize a portion of the Roadway Land for purposes of accessing by vehicle one or more adjoining parcels of land owned by Seller and/or Seller's affiliates until such time as Purchaser allows the use of the New Road by the public at large. Purchaser shall design and construct the New Road such that upon the New Road's designation and/or use as a public roadway, Seller and its affiliates shall be able and permitted to access and cross the New Road by vehicle from and at the Easement Area. The New Road shall terminate at the boundaries of the Roadway Land, along the eastern and western boundaries of the Easement Area substantially in the areas more particularly shown on **Exhibit E-2** attached hereto and made a part hereof, to permit Seller to connect to the New Road as provided herein. Purchaser shall also permit Seller to connect to the New Road in one or more additional locations reasonably agreeable to Seller and Purchaser as reasonably requested by Seller for the development of one or more adjoining parcels of land owned by Seller and/or its affiliates, in accordance with the Howard County Subdivision and Land Development Regulations. Seller and Purchaser further covenant and agree that upon Seller's written request, Purchaser shall grant and convey an easement to Seller for vehicular and pedestrian ingress and egress and utilities over, under, upon, across, and through the Roadway Land in such location and subject to such terms and conditions as are reasonably necessary for Seller's intended development of one or more adjoining parcels of land owned by Seller and/or its affiliates and as reasonably agreed upon by Seller and Purchaser.

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<u>C</u>. <u>Survival</u>. The terms, provisions, obligations, and covenants contained within this Section 13 shall survive the Closing.

DRRA. Seller and Purchaser, acting through the County Executive, shall Section 14. each use diligent, good faith, and commercially reasonable efforts to attempt to obtain approval from the Howard County Council of a Development Rights and Responsibilities Agreement, reasonably acceptable to Seller and Purchaser, acting through the County Executive (the "DRRA") regarding the Property and Seller's rights to own, operate, and develop and/or redevelop, as applicable, certain real property owned by Seller in the general vicinity of the Property, including, without limitation, the portion of the Chase Parcel to be retained by Seller following the consummation of the transactions contemplated by this Agreement and that certain property more particularly shown on Howard County Tax Map 43, Block 19, as Parcel 234 and part of Parcel 235, and further including, without limitation, an existing quarry operation, in accordance with Howard County Code Sections 16.1700 et seq and Land Use Article, Sections 7-301 et seq of The Annotated Code of Maryland. Seller shall petition the County Executive with the DRRA on or before January 1, 2019 and conduct the pre-submission meetings and use diligent, good faith, and commercially reasonable efforts to attempt to enable the prefile of the DRRA with the County Council of Howard County by April 19, 2019.

Section 15. Remedies of the Parties.

Purchaser Default. If Purchaser fails or refuses to perform in breach of its obligations set forth in this Agreement (a "Purchaser Default"), and Purchaser fails to cure such Purchaser Default within twenty (20) business days from the date of receipt of notice from Seller of such Purchaser Default, then Seller shall have the right, by written notice to Purchaser and Escrow Agent at or before the Closing, as Seller's sole remedy, to terminate this Agreement and to receive the Deposit as liquidated damages and not as a penalty, it being agreed between Seller and Purchaser that such sum shall be liquidated damages for a default by Purchaser hereunder due to the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default, and after the payment of the Deposit to Seller, neither party shall have any further rights, obligations, or liabilities under this Agreement, except for any such rights, obligations, or liabilities that expressly survive termination of this Agreement. Notwithstanding anything to the contrary contained within this Agreement, including, without limitation, this Section 15.A, in the event that any such Purchaser Default concerns a post-closing obligation or agreement contained within this Agreement, Seller shall not be limited to the recovery of the Deposit as liquidated damages but shall additionally be entitled to all rights and remedies available at law or in equity, including, without limitation, an action for specific performance. Provided that Purchaser has complied with all obligations of Purchaser under this Agreement relating to or concerning the DRRA, the failure of the County Council of Howard County to approve the DRRA shall not be deemed a default by the Purchaser.

B. <u>Seller Default</u>. If Seller fails or refuses to perform in breach of its obligations set forth in this Agreement (a "Seller Default"), and Seller fails to cure such Seller Default within twenty (20) business days from the date of receipt of notice from Purchaser of such Seller Default, then Purchaser may, as its sole and exclusive remedy, either (i) terminate this Agreement by giving written notice thereof to Seller and Escrow Agent, whereupon Seller shall pay to Purchaser

Purchaser's actual, reasonable out of pocket expenses paid to third parties in connection with this Agreement including but not limited to the costs of appraisals, environmental inspections, and surveys in an amount no greater than Eight Hundred Fifty Thousand Dollars (\$850,000.00) plus the sum of all applicable land development, inspection, and grading fees waived by the Purchaser, and Escrow Agent shall return the Deposit to Purchaser and thereafter neither party shall have any further rights, obligations, or liabilities under this Agreement, except for any such rights, obligations, or liabilities that expressly survive termination of this Agreement, or (ii) seek to enforce specific performance of the obligations of Seller hereunder. In the event of a successful specific performance action by Purchaser, (A) the full Purchase Price shall be paid to Seller at the time of Closing less any amounts required to complete any unperformed Grading and Construction Work and New Road Grading, and (B) Seller shall not be required to complete any unperformed Grading and Construction Work and New Road Grading.

Section 16. <u>Modification</u>. This Agreement may not be changed or modified except by an agreement in writing signed by Seller and Purchaser.

Section 17. <u>Binding on Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Purchaser may not assign this Agreement without the prior written consent of Seller.

Section 18. <u>Notice</u>. All notices, requests, demands, and other communications required or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by hand or overnight courier (such as FedEx) to the addressee, or when deposited in the United States certified or registered mail, return receipt requested, postage prepaid, addressed to the party to receive such notice as follows:

If to Seller:

Chase Land, LLC

14401 Sweitzer Lane, Suite 200

Laurel, Maryland 20707

Attn: Caleb Gould

With a copy to:

Talkin & Oh, LLP

5100 Dorsey Hall Drive

Ellicott City, Maryland 21042

Attn: Sang W. Oh

If to the County:

James M. Irvin

Director of Public Works George Howard Building 3430 Courthouse Drive

Ellicott City, Maryland 21043

With copy to:

Gary W. Kuc County Solicitor

3430 Courthouse Drive

Ellicott City, Maryland 21043

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Any party may change its address for notices by written notice to the other party delivered pursuant to the provisions of this Section 18.

- Section 19. <u>Governing Law</u>. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland, without regard to its principles of conflicts of laws.
- Section 20. <u>Use of Brokers</u>. Neither Seller nor Purchaser has dealt with any brokers or agents in connection with the transactions described in this Agreement.
- Section 21. <u>Time</u>. Time is of the essence in this Agreement. In the event any date called for hereunder falls on a weekend or holiday recognized by the Federal Government or the State of Maryland, then such date shall be deemed to mean the next succeeding business day.
- Section 22. <u>Waiver</u>. No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its/their sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right.
- Section 23. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not contained herein. Each party hereby acknowledges that in executing this Agreement, such party has not been induced, persuaded, or motivated by any promise or representation made by the other party unless expressly set forth herein. All previous negotiations, statements, and preliminary instruments by the parties or their representatives, including, without limitation, the MOU, are merged in this Agreement.
- Section 24. <u>Severability</u>. In the event that any provisions of this Agreement are invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, and this Agreement shall be construed as closely as possible in keeping with the intent expressed herein, as if such invalid or unenforceable provisions were omitted.
- Section 25. <u>Gender</u>. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and the plural.
- Section 26. <u>Captions</u>. The captions of the various sections and subsections herein contained are solely for the convenience of the parties hereto and shall not be construed to interpret or limit the content of any provision or section of this Agreement.

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Section 27. **Exhibits**. The Exhibits attached hereto and referenced in this Agreement shall be deemed to be a part of this Agreement.

Section 28. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but a single instrument.

Section 29. <u>Attorneys' Fees</u>. Notwithstanding anything to the contrary in this Agreement, in the event that either party shall bring a lawsuit against the other party for breach of such party's obligations under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees. The "losing party" and the "prevailing party" shall be determined by the court hearing such matter.

Section 30. <u>Recordation</u>. Seller and Purchaser acknowledge and agree that neither this Agreement nor any memorandum or affidavit thereof shall be recorded in the public records of any county.

Section 31. <u>Conflicts of Interest</u>. Seller acknowledges and agrees that it has reviewed and understands the provisions of Section 901(a) of the Howard County Charter and Section 22.204 of the Howard County Code pertaining to conflicts of interest.

Section 32. <u>Recitals</u>. The parties hereto acknowledge and agree that the recitals to this Agreement are true and correct, and such recitals are incorporated herein by this reference.

Section 33. Escrow Provisions. Escrow Agent shall at all times be authorized to deliver any money in accordance with the terms of this Agreement or pursuant to written instructions executed by both Seller and Purchaser. In the event that Escrow Agent receives a written claim of default by either Seller or Purchaser against the other, Escrow Agent shall not release any money from escrow unless and until Escrow Agent receives either joint written instructions from Seller and Purchaser as to the proper delivery of the money or direction from a court of competent jurisdiction as to the party entitled to receipt of the money. Escrow Agent shall be authorized to file an action in interpleader to determine the party entitled to the money, and the party not entitled to the money, as determined by such proceeding, shall indemnify and hold harmless Escrow Agent from all legal fees, costs, and expenses associated with such proceeding. Escrow Agent may act in reliance upon any writing, instrument, or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner, or execution or validity of any instrument deposited in escrow nor for the identity, authority, or right of any persons executing the same; and its duties hereunder shall be limited to the safekeeping and disposition of the money and documents in accordance with this Agreement. Escrow Agent hereby executes this Agreement for the sole and exclusive purpose of evidencing its agreement to the provisions of this Section 33.

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[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the Seller and Purchaser have caused this Purchase and Sale Agreement to be executed by its respective duly authorized officers under seal effective as of the Effective Date.

SELLER:

WITNESS/ATTEST:

CHASE LAND, LLC, a Maryland limited liability company, successor by conversion to Chase Limited Partnership, a Maryland limited partnership

By: (SEAL)

Name: Caleb C. Gould Title: Authorized Member

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Purchase and Sale Agreement]

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WITNESS/ATTEST:	HOWARD COUNTY, MAR	YLAND
Lomie R. Robbins Chief Administrative Officer	By: Allan Kittleman County Executive	9-11-18 (SEAL)
APPROVED:		
James M. Irvin, Director Department of Public Works	12	ŭ.
APPROVED FOR SUFFICIENCY OF FU	NDS:	
Janet R. Irvin, Director Department of Finance		§
APPROVED FOR FORM AND LEGAL Sthis day of day of Gary W. Kuc County Solicitor		
Lisa S. O'Brien, Reviewing Attorney Senior Assistant County Solicitor		

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JOINDER

Escrow Agent joins in the execution of this Agreement to evidence its consent to be bound by the terms and conditions hereof.

	ESCRUW AGENT:	
WITNESS/ATTEST:	COLONY TITLE GROUP, LTD.	
Vimberly Hill	By: (SEAI	(J
\mathcal{O}	Name: / Show Tours	•
	Title:	

EXHIBIT A

DESCRIPTION OF THE FOLLOWING PROPERTY IS ATTACHED:

School Site	Tax Map 43, P/O Parcel 235	64.89 acres
School Site - Tansill Parcel	Tax Map 42, Parcel 349	8.20 acres
School Site NW Parcel	Tax Map 42, Parcel 102	4.00 acres
Road to School Site	Tax Map 43, P/O Parcel 235	1.903 acres

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Exhibit A Project No. C-0352 Plat No. C-0352-1

Land Description for Fee Simple Acquisition
Chase Limited Partnership to Howard County
Being part of Parcel 235 of Tax Map 43, Howard County, Maryland

BEGINNING FOR THE SAME at an iron pipe found near the southerly side of Mission Road, said point being on the fifth or North 25°16'26" West 950.00 feet line of a conveyance described in a deed from Lawrence J. Crone Et Ux. to Charles R. Tansill Et Ux. dated May 21, 1965 as recorded among the Land Records of Howard County in Liber WHH 435, Folio 417; thence departing said point and binding on the remainder of said fifth line, so fixed with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

- 1. North 29°35'08" West for a distance of 30.82 feet to a point at the end of said fifth line and in the bed of said Mission Road, and on the sixth or South 64 1/4° West 1547.5 feet line of a conveyance described in a deed from The Nordau Loan, Building and Savings Corporation of Baltimore City to Lawrence J. Crone dated November 23, 1934 as recorded among the said land records in Liber BM Jr. 150, Folio 271; thence running in the bed of said Mission Road and binding on a part of the said sixth line of the said deed
- 2. North 59°44'54" East for a distance of 444.11 feet to intersect the southwestern 60 feet line of a strip of land, 60 feet wide, for the purpose of reconstructing a roadway known as, "The Relocation of Mission Road," intended to be dedicated as a public street, as described in a deed from Columbia Industrial Development Corporation to The Real Estate and Improvement Company of Baltimore City dated September 18, 1969 as recorded among the said Land Records in Liber CMP 559, Folio 529; thence binding on a part of the said southwestern 60 feet line
- 3. South 28°38'40" East for a distance of 47.23 feet to a point; thence binding on and running with southeasterly side of aforesaid strip of land
- 4. North 61°21'20" East for a distance of 257.38 feet to a intersect the west side of a railroad right of way, 66 feet wide, and the fifth or North 13°36'32" West 3846.82 feet line of a conveyance described in a deed from Columbia Industrial Development Corporation to The Baltimore and Ohio Railroad Company dated October 1, 1970 as recorded among the said land records in Liber CMP 545, Folio 52; thence binding on and running with said west side of railroad right of way
- 5. South 13°38'02" East for a distance of 2717.61 feet to a point; thence departing aforesaid railroad right of way for a new line of division,
- 6. South 41°54'40" West for a distance of 660.08 feet to intersect the twenty third or North 50°48'56" West 1222.01 feet line of Parcel Two in a conveyance described in a deed from Kingdon Gould to Chase Limited Partnership dated January 3, 1996 as recorded among the said Land Records in Liber MDR 5867, Folio 368; thence binding on and running with said twenty third line, to the end thereof, and the twenty fourth through the

Page 1 of 2

1630 Robin Circle ▲ Forest Hill, Maryland 21050 ▲ 443-652-6141 ▲ Fax: 410-838 Asigust 23, 2018

E-mail: cnamail@cna-engineers.com

thirty third lines of the lastly mentioned deed for the following ten (10) courses and distances

- 7. North 50°29'09" West for a distance of 942.11 feet to a stone found; thence
- 8. North 31°02'11" West for a distance of 980.31 feet to a point; thence
- 9. North 59°26'46" East for a distance of 200.00 feet to a point; thence
- 10. North 30°33'47" West for a distance of 491.51 feet to a 1" iron pipe found; thence
- 11. North 60°22'24" East for a distance of 396.56 feet to a point; thence
- 12. North 29°35'08" West for a distance of 510.14 feet to a point in the center of Mission Road; thence binding on the center of said Mission Road
- 13. North 60°15'12" East for a distance of 80.01 feet to a point; thence leaving said Mission Road
- 14. South 29°35'08" East for a distance of 27.78 feet to a 1" iron pipe found; thence
- 15. South 29°35'08" East for a distance of 950.07 feet to a point; thence
- 16. North 60°23'14" East for a distance of 364.92 feet to a point; and thence
- 17. North 29°35'08" West for a distance of 950.00 feet to a point to the point of beginning.

CONTAINING 2,826,816 square feet or 64.89 acres of land, per my survey calculation.

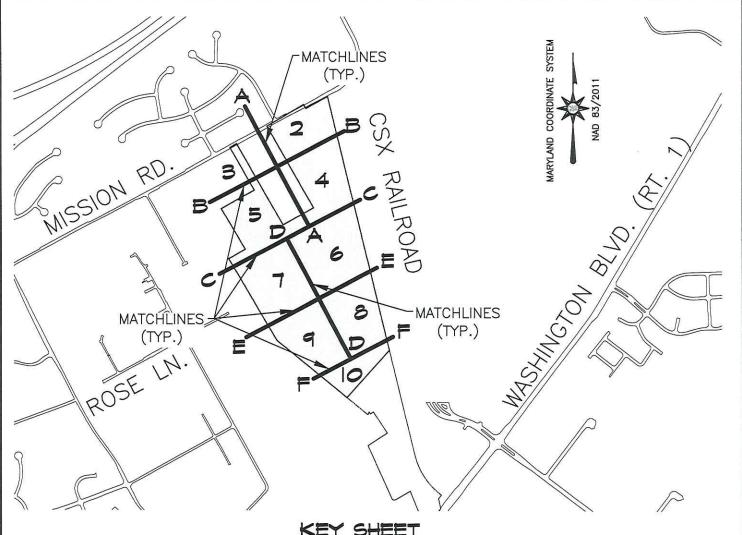
BEING a part of the same land as conveyed in a deed dated January 3, 1996 by and between Kingdon Gould and Chase Limited Partnership as recorded among the Land Records of Howard County in Liber MDR 5867, Folio 368.

This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

Keith E. Bailey

Maryland Professional Land Surveyor No. 10976

Expiration Date: 7/24/2020



KEY SHEET

SCALE: 1"=1000

COORDINATE TABLE

NO.	NORTHING	EASTING
401	544181.60	1366438.91
417	541642.28	1365908.13
418	542488.76	1365406.34
419	542590.43	1365578.57
420	543013.66	1365328.65
421	543209.70	1365673.36
422	543653.32	1365421.50
423	543693.02	1365490.96
424	543668.86	1365504.68
425	542842.66	1365973.75
426	543022.99	1366291.01
427	543849.12	1365821.97
428	543875.92	1365806.76
429	544099.67	1366190.39
430	544058.22	1366213.03

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 29'35'08" E	27.78
L2	N 60°15'12" E	80.01
L3	N 29'35'08" W	30.82
L4	S 28'38'40" E	47.23'

surveyor's certificate

THIS PLAT, AND THE SURVEY WORK ON WHICH IT IS BASED, WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH COMAR, TITLE 09, MARYLAND DEPARTMENT OF LABOR, LICENSING, AND REGULATION, SUBTITLE 13, CHAPTER 06, "MINIMUM STANDARDS OF PRACTICE," IN EFFECT AS OF 2014. 01

KEITH E. BAILEY BAILEY DATE PROFESSIONAL LAND SURVEYOR NO. 10976 EXPIRATION DATE: 7/24/2020



engineers, surveyors \$ landscape architects 1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050

(410)879-7200 * Fax(410)838-1811

PLAT NO. C-0352-1 PROJECT NO. C-0352

SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 1 OF 10

GENERAL NOTES

- 1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE REPORTS PROVIDED BY HOWARD COUNTY AND PREPARED BY COLONY TITLE GROUP, LTD., FILE NOS.: 17-44121 & 17-44122, LAST UPDATED ON AUGUST 22, 2018.
- 2. THIS PLAT WAS BASED ON A FIELD—RUN SURVEY PERFORMED BY CNA, INC. IN AUGUST OF 2016.
- 3. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE MARYLAND STATE COORDINATE SYSTEM NAD 83/2011 AS PROJECTED BY HOWARD COUNTY GEODETIC CONTROL NETWORK STATIONS NO. 43GA, NO. 43G6, & NO. 47F5.
- NO SURVEY OF SUBTERRANEAN STRUCTURES OR INTERIOR SPACES SUCH AS FOOTINGS, FOUNDATIONS, VAULTS, OR BASEMENTS WAS PERFORMED AS PART OF THIS LAND SURVEY, AND THIS PLAN SHOULD NOT BE CONSTRUED AS CERTIFICATION TO THE EXISTENCE OR LOCATION OF THE SAME.
- 5. FEE SIMPLE ACQUISITION INCLUDES 2,826,816 SQ. FT. \pm OR 64.89 AC. \pm OF LAND.
- 6. THIS IS PLAT 1 OF 10 IN THE SET. SEE OTHER SHEETS FOR PARCEL DETAILS.

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISTION P/O THE LANDS OF

CHASE LIMITED PARTNERSHIP

TM 43 PAR 235 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND

REAL ESTATE SERVICES DIVISION

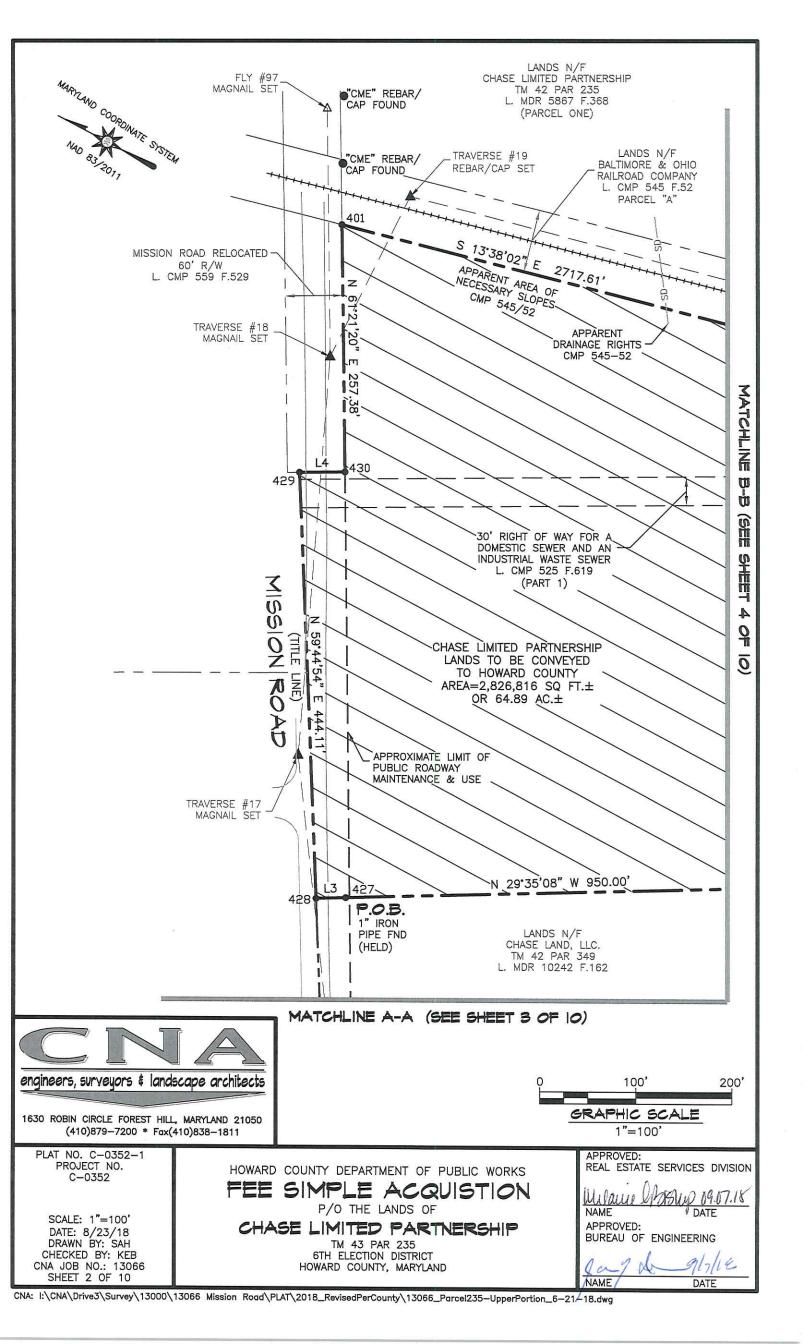
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APPROVED:

APPROVED:

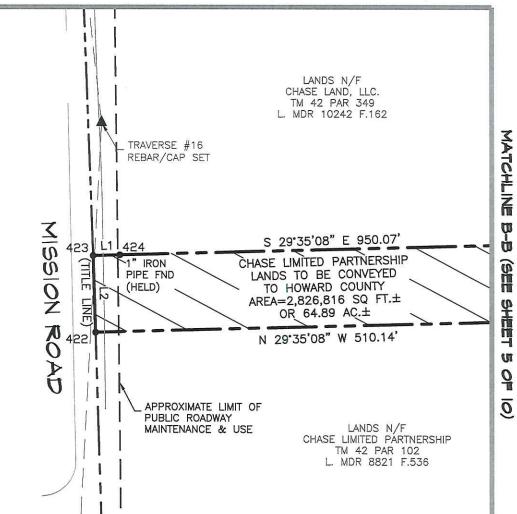
BUREAU OF ENGINEERING

NAME DATE



MARYLAND COORDINATE SYSTEM

MATCHLINE A-A (SEE SHEET 2 OF 10)





0 100' 200'

GRAPHIC SCALE

1"=100'

PLAT NO. C-0352-1 PROJECT NO. C-0352

SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 3 OF 10

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISTION

P/O THE LANDS OF

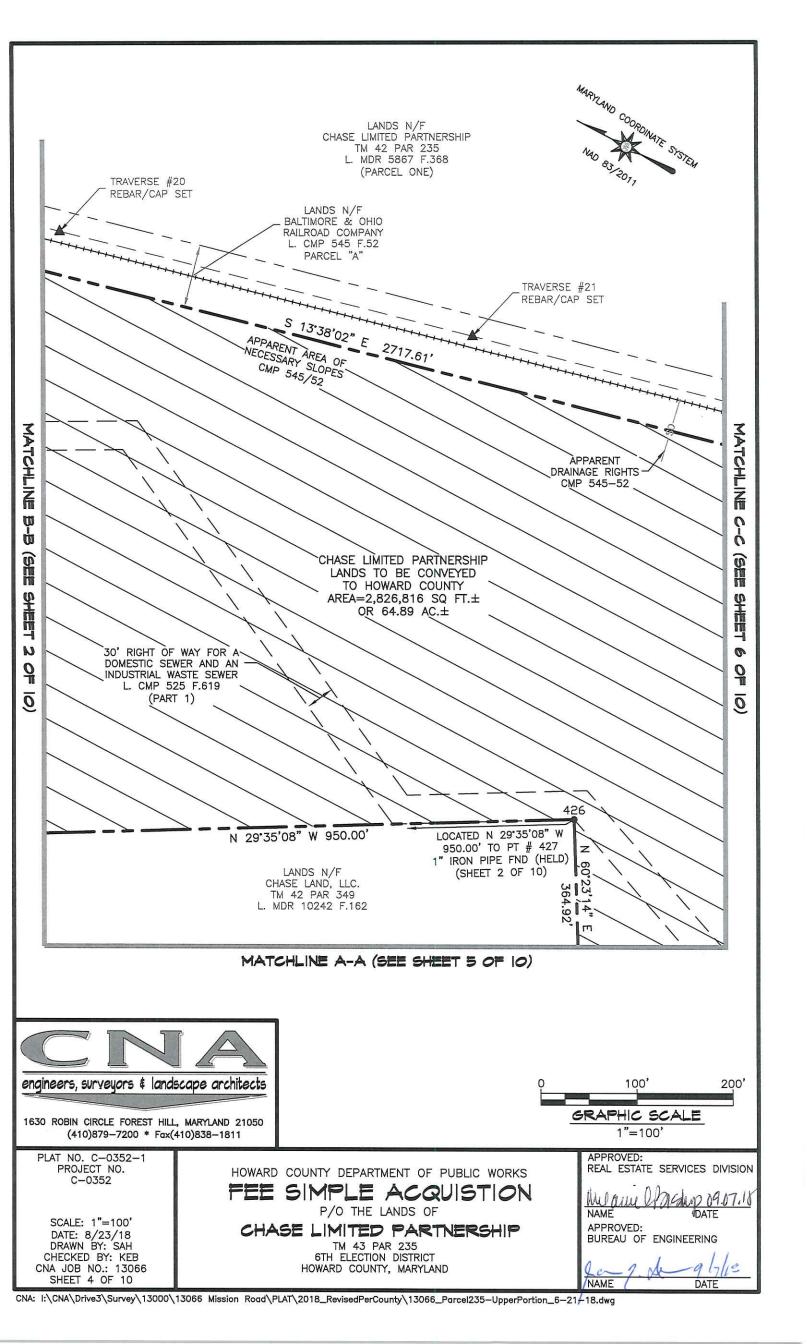
CHASE LIMITED PARTNERSHIP

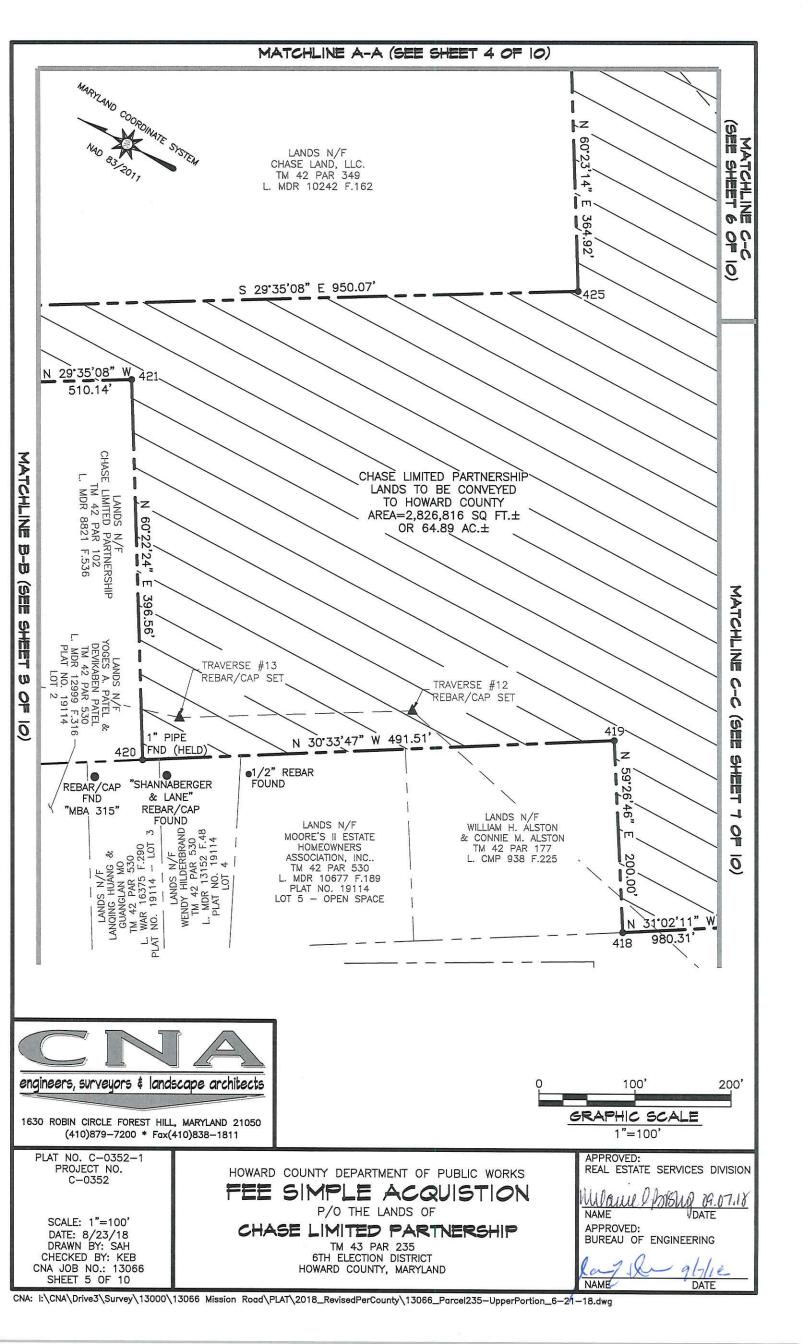
TM 43 PAR 235 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND APPROVED:
REAL ESTATE SERVICES DIVISION

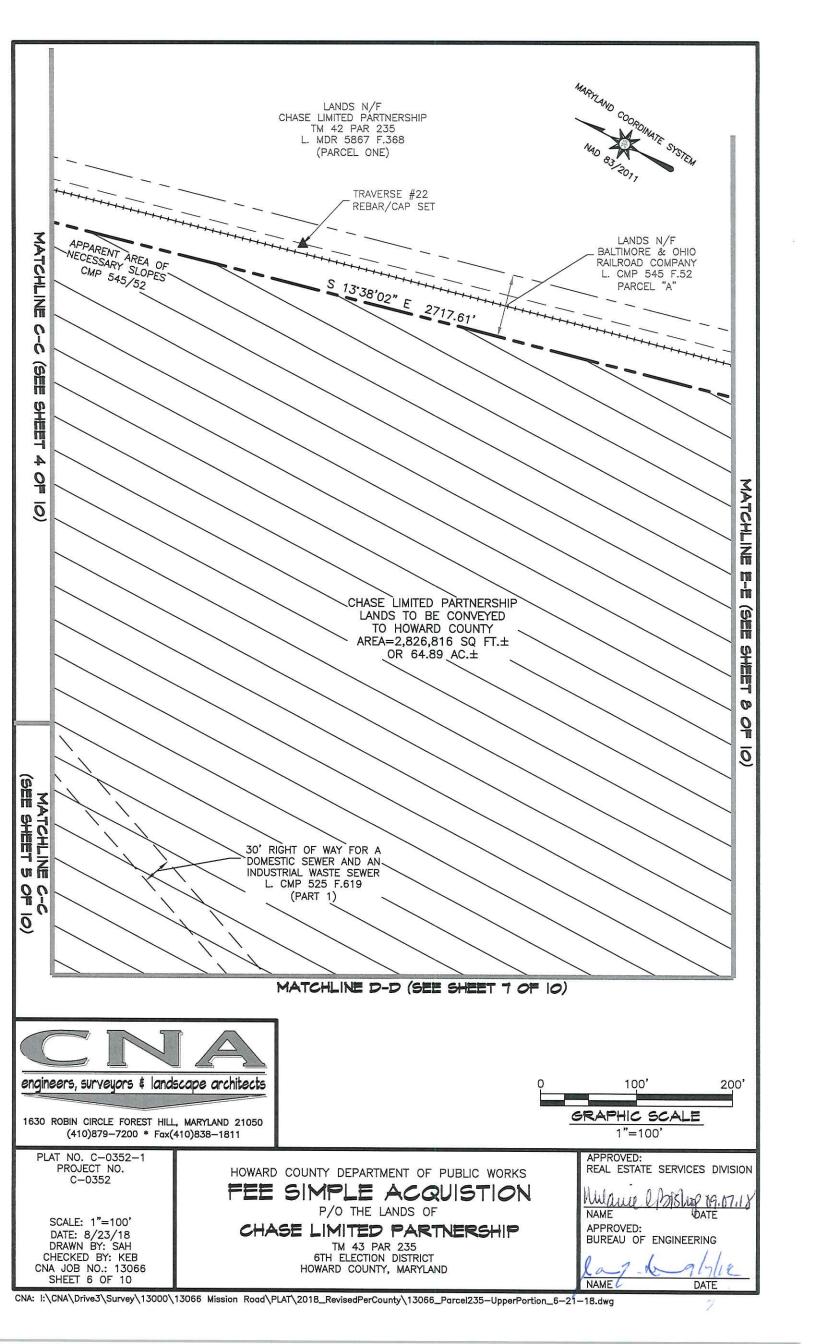
WHITE APPROVED:
BUREAU OF ENGINEERING

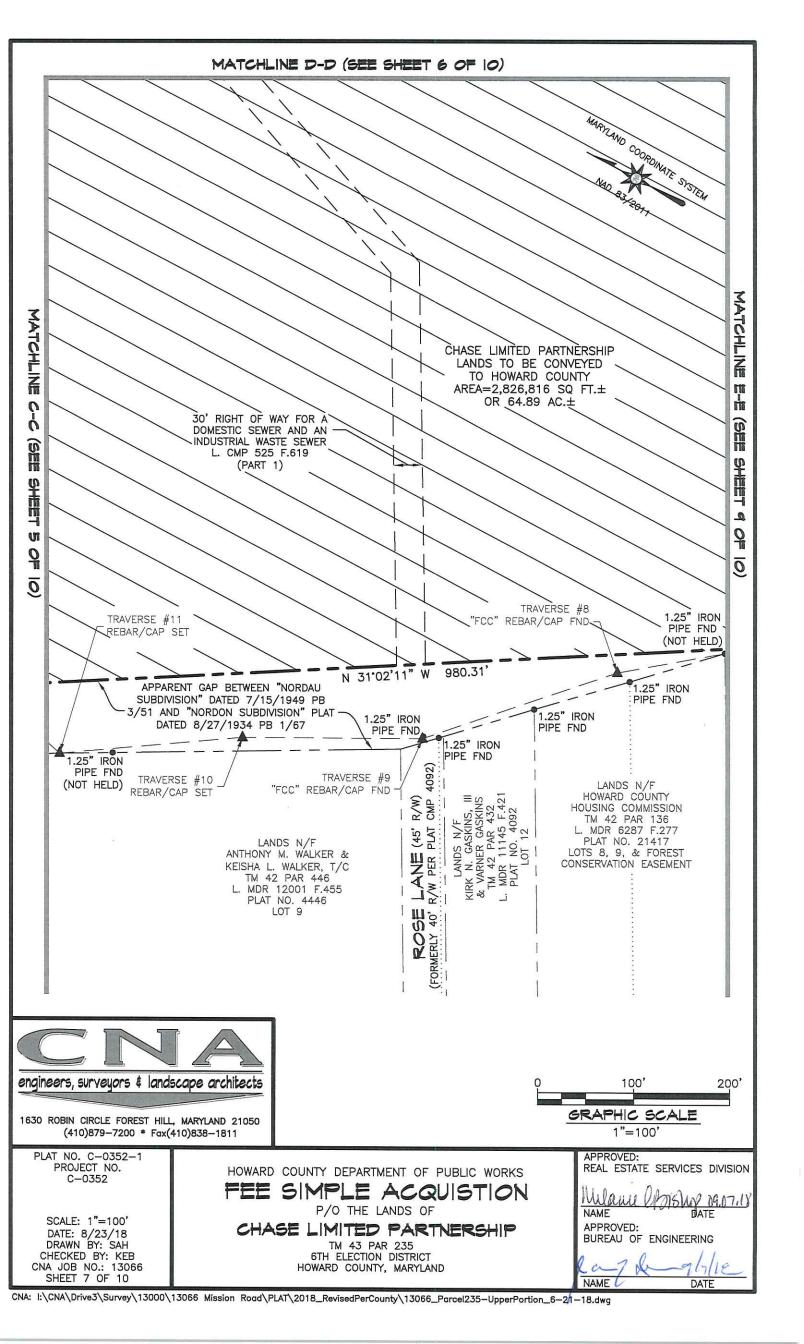
Language Date

NAME DATE





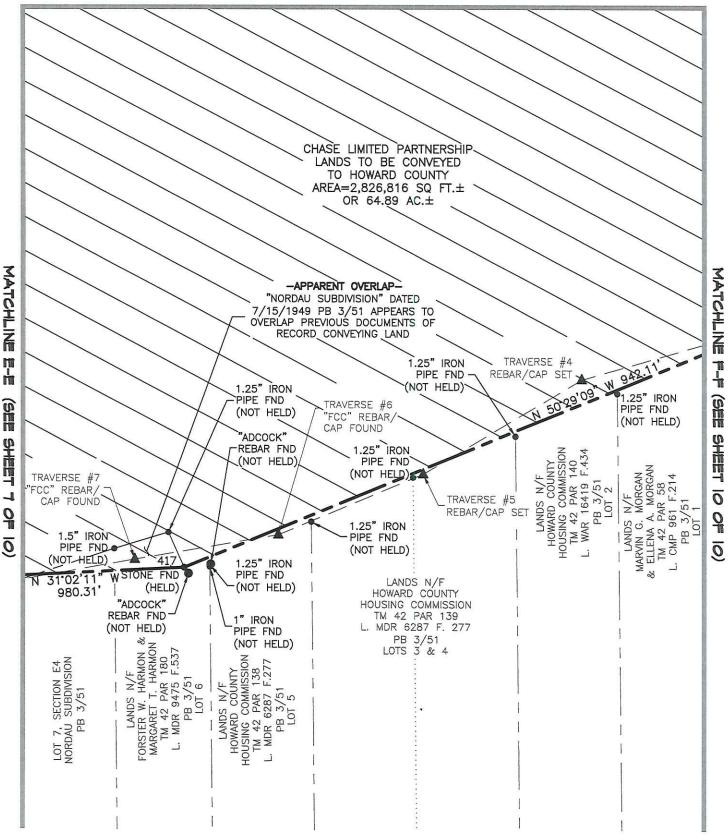




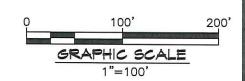
MARNAND COORDINATE SYSTEM 83/2011 LANDS N/F
CHASE LIMITED PARTNERSHIP
TM 42 PAR 235
L. MDR 5867 F.368 TRAVERSE #23 REBAR/CAP SET (PARCEL ONE) LANDS N/F
BALTIMORE & OHIO
RAILROAD COMPANY
L. CMP 545 F.52 PARCEL "A" **NATOHLINE** ZALOH-INI 71 in In TRAVERSE #24 REBAR/CAP SET (SEE (CHI THE P THH CHET 9 0 9 9 \overline{o} $\overline{\varrho}$ CHASE LIMITED PARTNERSHIP LANDS TO BE CONVEYED TO HOWARD COUNTY AREA=2,826,816 SQ FT.± QR 64.89 AC.± MATCHLINE D-D (SEE SHEET 9 OF 10) engineers, surveyors \$ landscape architects 100' 200' GRAPHIC SCALE 1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050 (410)879-7200 * Fax(410)838-1811 1"=100" PLAT NO. C-0352-1 PROJECT NO. C-0352 APPROVED: REAL ESTATE SERVICES DIVISION HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS FEE SIMPLE ACQUISTION Mulaur Mashir 09.07,18 P/O THE LANDS OF SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 8 OF 10 APPROVED: BUREAU OF ENGINEERING CHASE LIMITED PARTNERSHIP TM 43 PAR 235 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND NAME DATE CNA: I:\CNA\Drive3\Survey\13000\13066 Mission Road\PLAT\2018_RevisedPerCounty\13066_Parcel235-UpperPortion_6-21 18.dwg

MARYLAND COORDINATE SYSTEM

MATCHLINE D-D (SEE SHEET & OF 10)







PLAT NO. C-0352-1 PROJECT NO. C-0352

SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
NA JOB NO.: 13066
SHEET 9 OF 10

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISTION

P/O THE LANDS OF

CHASE LIMITED PARTNERSHIP

TM 43 PAR 235 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND APPROVED:
REAL ESTATE SERVICES DIVISION

WHAT HASHES OF ONLY
NAME DATE

APPROVED:
BUREAU OF ENGINEERING

NAME DATE

NAME DATE

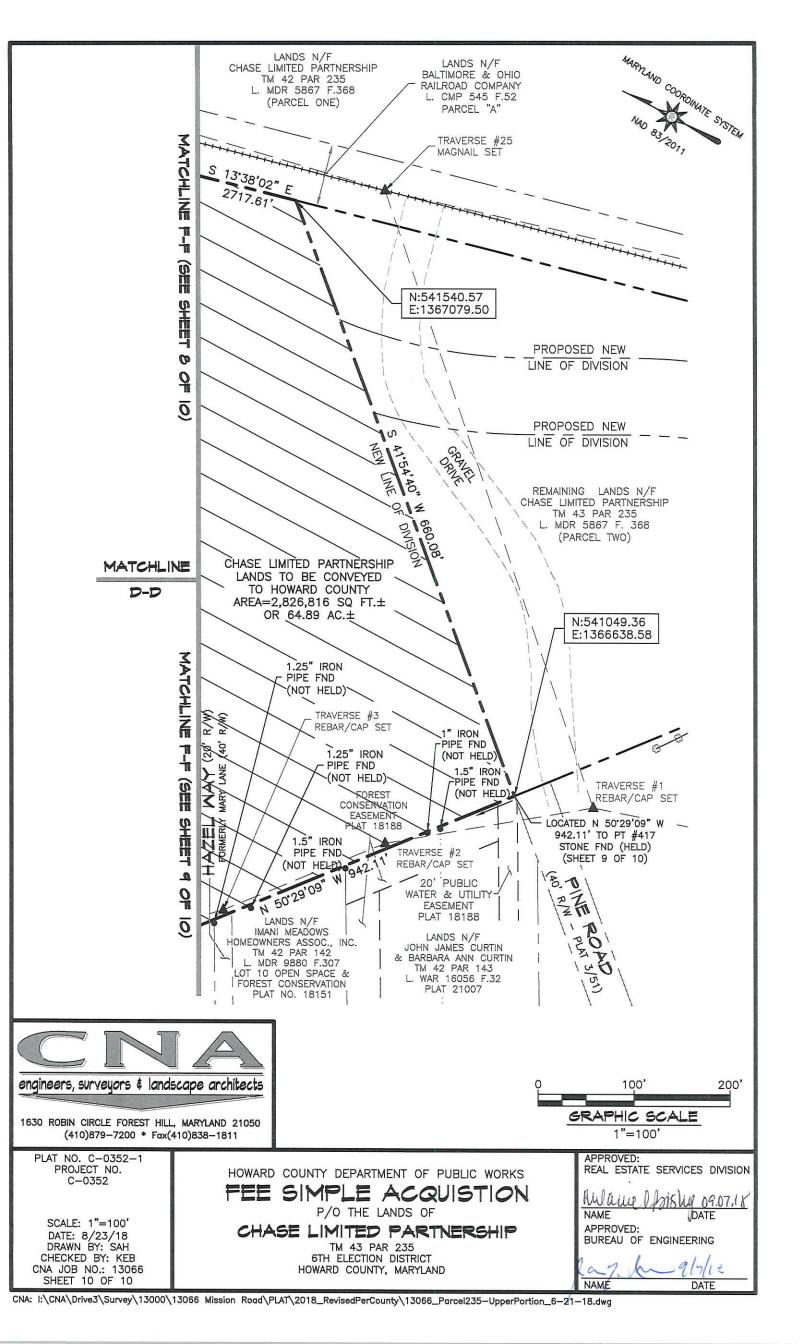




Exhibit A Project No. C-0352 Plat No. C-0352-3

Land Description for Fee Simple Acquisition
Chase Limited Partnership to Howard County
Being Parcel 349, Tax Map 42, Howard County, Maryland

BEGINNING FOR THE SAME at an iron pipe found near the southerly side of Mission Road, said point being at the end of the fifth or North 25°16'26" West 950.00 feet line of a conveyance described in a deed from Charles R. Tansill Et Ux. To Chase Land, LLC dated September 8, 2006 as recorded among the Land Records of Howard County in Liber MDR 10242, Folio 162; thence departing said point so fixed and binding reversely on said fifth line, and reversely with the fourth, third, second, first and sixth lines of said conveyance, with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

- 1. South 29°35'08" East for a distance of 950.00 feet to a point; thence,
- 2. South 60°23'14" West for a distance of 364.92 feet to a point; thence,
- 3. North 29°35'08" West for a distance of 950.07 feet to an iron pipe found near the southerly side of said Mission Road; thence continuing the same course,
- 4. North 29°35'08" West for a distance of 27.78 feet to a point in the bed of said Mission Road; thence running with said sixth line of lastly mentioned deed reversely,
- 5. North 59°55'17" East for a distance of 364.94 feet to a point; thence departing said sixth line,
- 6. South 29°35'08" East for a distance of 30.82 feet to the point of beginning.

CONTAINING 357,382 square feet or 8.204 acres of land, per my survey calculation.

BEING all of the same land as conveyed in a deed from Charles R. Tansill Et Ux. To Chase Land, LLC dated September 8, 2006 as recorded among the Land Records of Howard County in Liber MDR 10242, Folio 162.

This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

Keith E. Bailey

Maryland Professional Land Surveyor No. 10976

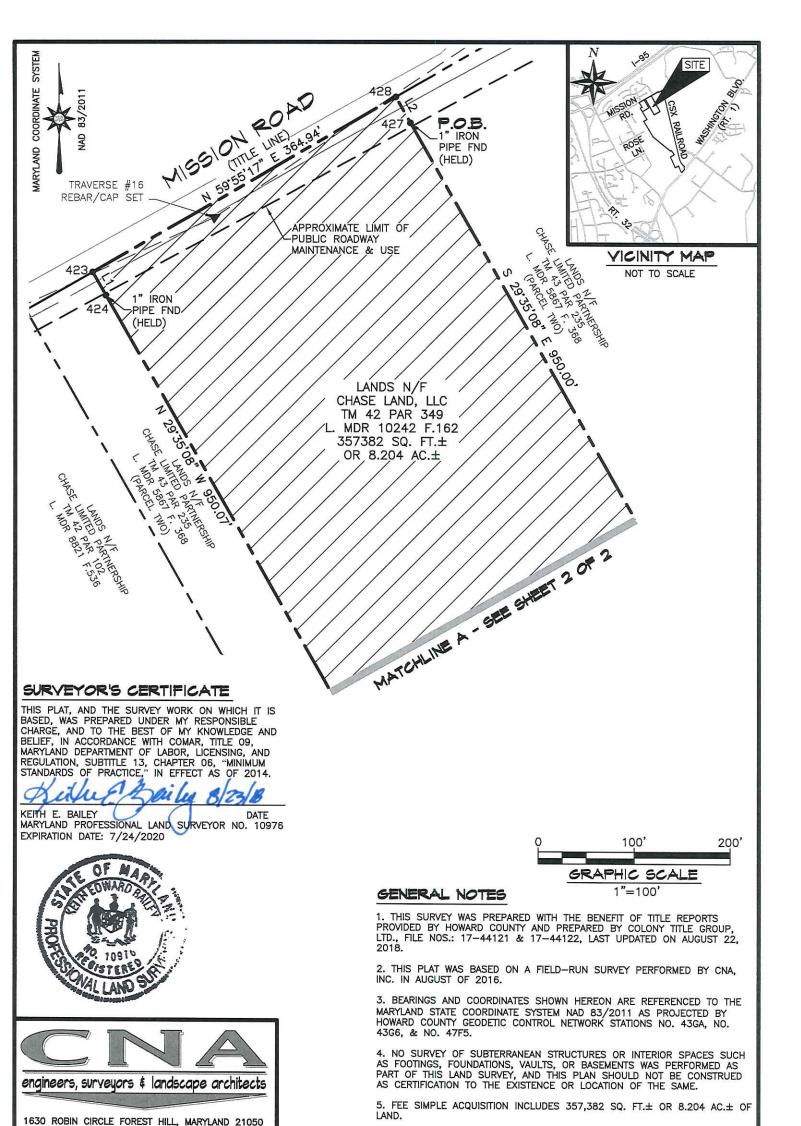
Expiration Date: 7/24/2020

I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Desc 10 ps\2018 1005 nool Site Purchase Agreement\Revised 2018.06\Exhibit A-3.1_13066_mission_descP349_6-18-17.34cc

Page 1 of 1

1630 Robin Circle ▲ Forest Hill, Maryland 21050 ▲ 443-652-6141 ▲ Fax: 410-838 Asygust 23, 2018

E-mail: cnamail@cna-engineers.com



SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 1 OF 2

PLAT NO. C-0352-3 PROJECT NO. C-0352

(410)879-7200 * Fax(410)838-1811

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISTION

P/O THE LANDS OF

CHASE LAND, LLC

TM 42 PAR 349 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND APPROVED:
REAL ESTATE SERVICES DIVISION

WILLIAM INSTANCE
NAME DATE

APPROVED:
BUREAU OF ENGINEERING

Lay Walle
NAME DATE

6. SEE SHEET 2 OF 2 FOR LINE TABLE AND PROPERTY COORDINATE TABLE.

COORDINATE 83/2011 NAD MARYLAND MATCHLINE A - SEE SHEET OF 2 LANDS N/F
CHASE LIMITED PARTNERSHIP
TM 43 PAR 235
L. MDR 5867 F. 368
(PARCEL TWO) 30' RIGHT OF WAY FOR A DOMESTIC SEWER AND AN INDUSTRIAL WASTE SEWER L. CMP 525 F.619 S (PART 1) LÁNDS N/F CHASE LAND, LLC TM 42 PAR 349 MDR 10242 F.162 357382 SQ. FT.± OR 8.204 AC.± 5 60 23 14" W 364.92 LANDS N/F
CHASE LIMITED PARTNERSHIP
TM 43 PAR 235
L. MDR 5867 F. 368
(PARCEL TWO) LANDS N/F
CHASE LIMITED PARTNERSHIP
TM 43 PAR 235
L. MDR 5867 F. 368
(PARCEL TWO) 425

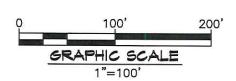
CURVE TABLE

LINE		BEARING		DISTANCE
L1	Ν	29'35'08"	W	27.78
L2	S	29'35'08"	Ε	30.82

PROPERTY CORNER TABLE

engineers, surveyors \$ landscape architects

1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050 (410)879-7200 * Fax(410)838-1811



NO.	NORTHING	EASTING
423	543693.02	1365490.96
424	543668.86	1365504.68
425	542842.66	1365973.75
426	543022.99	1366291.01
427	543849.12	1365821.97
428	543875.92	1365806.76

PLAT NO. C-0352-3 PROJECT NO. C-0352

SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 2 OF 2

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISTION

P/O THE LANDS OF

CHASE LAND, LLC

TM 42 PAR 349 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND

APPROVED: REAL ESTATE SERVICES DIVISION
Mulanie Gobbling 19.07.18
NAMÉ (DATE
APPROVED:
BUREAU OF ENGINEERING
la 7 thathe
NAME DATE



Land Description for Fee Simple Acquisition Chase Limited Partnership to Howard County Being Parcel 102, Tax Map 42, Howard County, Maryland

BEGINNING FOR THE SAME at a stone found near the southerly side of Mission Road, and on the third or North 23°45'11" West 300 feet line of a conveyance described in a deed from Kingdon Gould, Jr., Trustee to Chase Limited Partnership dated November 29, 2004 as recorded among the Land Records of Howard County in Liber MDR 8821, Folio 536; thence departing said point so fixed and binding on a part of the third line of said conveyance with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

- 1. North 30°33'47" West for a distance of 11.94 feet to a point in the bed of Mission Road and intersecting the sixth or South 64 1/4° West 1547.5 feet line of a conveyance described in a deed from The Nordau Loan, Building and Savings Corporation of Baltimore City to Lawrence J. Crone dated November 23, 1934 as recorded among the said land records in Liber BM Jr. 150, Folio 271, said point also being at the beginning of the fourth or North 67°06'29" East 305.25 feet line of the aforesaid deed to Chase Limited Partnership; thence binding in the bed of Mission Road and running reversely with said sixth line of said deed to Crone, and binding on said fourth line of said deed to Chase
- 2. North 60°15'12" East for a distance of 305.29 feet to a point; thence departing said sixth line and said Mission Road and binding on the fifth, sixth, first, second, and part of the third line of the aforementioned deed to Chase
- 3. South 29°35'08" East for a distance of 510.14 feet to a point; thence
- 4. South 60°22'24" West for a distance of 396.56 feet to a 1" iron pipe found on the third or North 25°45' West 1000 feet line of a conveyance described in a deed from Lawrence J. Crone Et Ux. to Randolph Moore Et Ux. dated October 14, 1944 as recorded among the said land records in Liber BM Jr. 183, Folio 171; thence binding on and running with said third line of said deed
- 5. North 30°33'47" West for a distance of 207.62 feet to a point at the beginning of the second or North 64°15' East 100 feet line of a conveyance described in a deed from Lawrence J. Crone Et Ux. to Charles A. Vigo Et Ux. dated August 31, 1949 as recorded among the said land records in Liber MWB 213, Folio 447; thence binding on and running with and the said second line of said deed to the end thereof,
- 6. North 59°26'13" East for a distance of 99.96 feet to a 1" iron pipe found and the beginning of the third or North 25°45' West 300 feet line of said deed (MWB Liber 213,

Page 1 of 2

1630 Robin Circle A Forest Hill, Maryland 21050 A 443-652-6141 A Fax: 410-838 August 23, 2018

E-mail: cnamail@cna-engineers.com

Folio 447); and thence binding on and running with said third line of said deed (MWB Liber 213, Folio 447),

7. North 30°33'47" West for a distance of 288.38 feet to the point of beginning, and

CONTAINING 174,260 square feet or 4.000 acres of land, per my survey calculation.

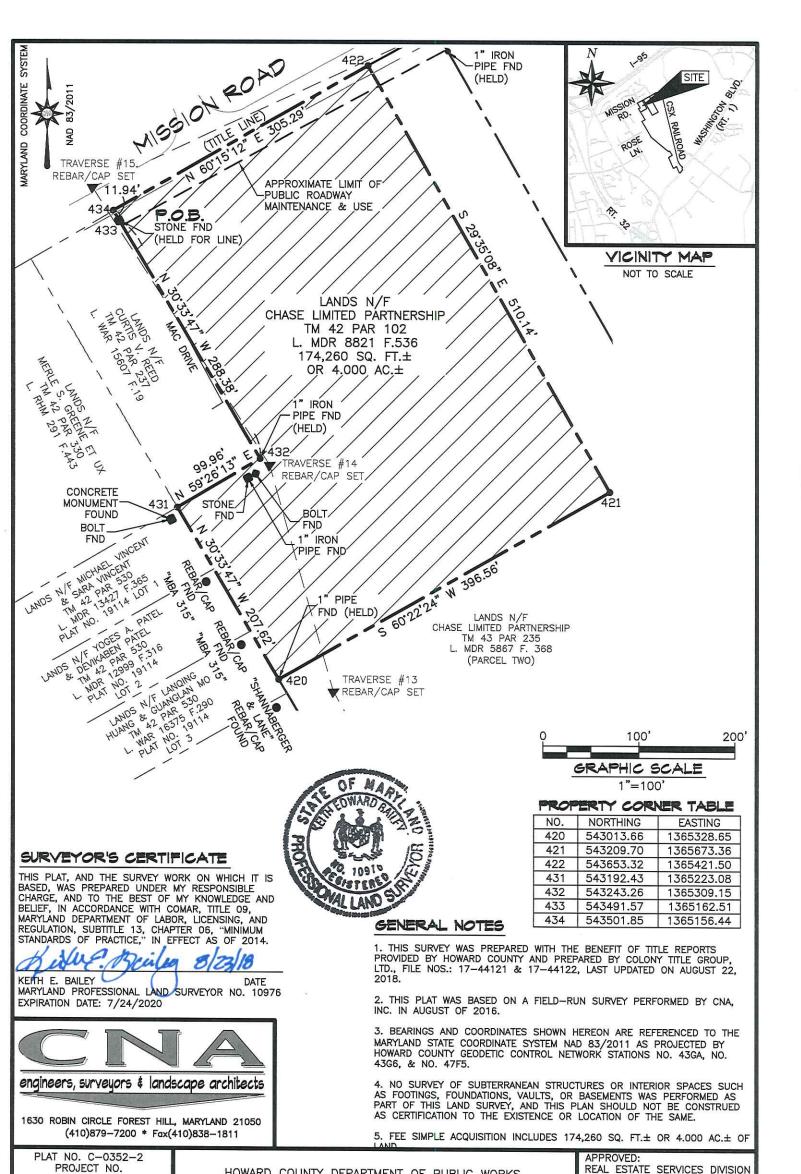
BEING all of the same land as conveyed in a deed dated August 21, 1984 by and between Elizabeth Crone and Kingdon Gould, Jr. as recorded among the Land Records of Howard County in Liber CMP 1278, Folio 690.

This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

Keith E. Bailey

Maryland Professional Land Surveyor No. 10976

Expiration Date: 7/24/2020



DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 1 OF 1

SCALE: 1"=100'

C-0352

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISTION

P/O THE LANDS OF

CHASE LIMITED PARTNERSHIP

TM 42 PAR 102 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND REAL ESTATE SERVICES DIVISION

WHITE MANY DATE

APPROVED:
BUREAU OF ENGINEERING

Land Many DATE

NAME DATE

CNA. LLC 1630 Robin Circle Forest Hill, MD 21050



Exhibit A Project No. C-0352 Plat No. C-0352-4

Land Description for Fee Simple Acquisition Chase Limited Partnership to Howard County Being part of Parcel 235 of Tax Map 43, Howard County, Maryland

BEGINNING FOR THE SAME at a point located North 24°15'44" West 494.11 feet and South 76°09'15" East 94.51 feet from the end of the tenth or South 24°15'44" East 604.47 feet line of a conveyance described in a deed from Chase Manhattan Mortgage and Realty Trust to Howard County dated February 16, 1979 as recorded among the Land Records of Howard County in Liber CMP 930, Folio 447; thence departing said point so fixed, for new lines of division with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

- 1. North 16°55'41" East for a distance of 262.07 feet to a point; thence
- 2. By a tangent curve to the left, having a radius of 585.00 feet, an arc length of 457.90 feet, being subtended by a chord bearing North 5°29'44" West for a distance of 446.30 feet; thence
- 3. North 27°55'09" West for a distance of 106.76 feet to a point; thence
- 4. By a tangent curve to the right, having a radius of 590.00 feet, an arc length of 161.61 feet, being subtended by a chord bearing North 20°04'19" West for a distance of 161.10 feet to intersect a proposed new line of division; thence binding on said proposed new line of division
- 5. North 41°54'40" East for a distance of 103.15 feet to a point; thence departing said proposed new line of division
- 6. By a non-tangent curve to the left, having a radius of 510.00 feet, an arc length of 200.27 feet, said curve being subtended by a chord bearing South 16°40'10" East for a distance of 198.99 feet; thence
- 7. South 27°55'09" East for a distance of 106.76 feet to a point; thence
- 8. By a tangent curve to the right, having a radius of 665.00 feet, an arc length of 520.52 feet, said curve being subtended by a chord bearing South 05°29'44" East for a distance of 507.33 feet; thence
- 9. South 16°55'41" West for a distance of 257.77 feet to a point; and thence
- 10. North 76°09'15" West for a distance of 80.12 feet to the point of beginning.

CONTAINING 82,904 square feet or 1.903 acres of land, per my survey calculation.

Page 1 of 2 1630 Robin Circle Forest Hill, Maryland 21050 4443-652-6141 Fax: 410-838 August 23, 2018

E-mail: cnamail@cna-engineers.com

CNA, LLC 1630 Robin Circle Forest Hill, MD 21050

BEING part of the same land as conveyed in a deed dated January 3, 1996 by and between Kingdon Gould and Chase Limited Partnership as recorded among the Land Records of Howard County in Liber MDR 5867, Folio 368.

This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

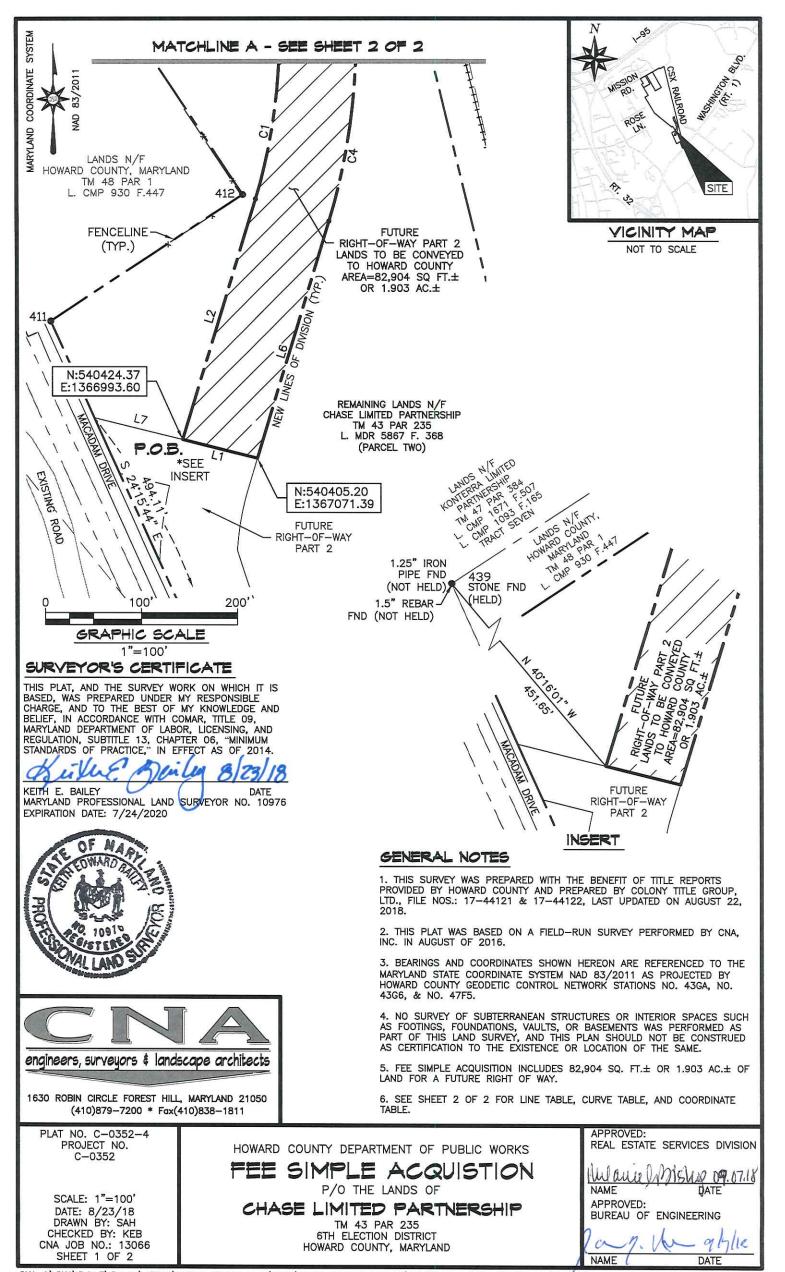
Keith E. Bailey

Maryland Professional Land Surveyor No. 10976

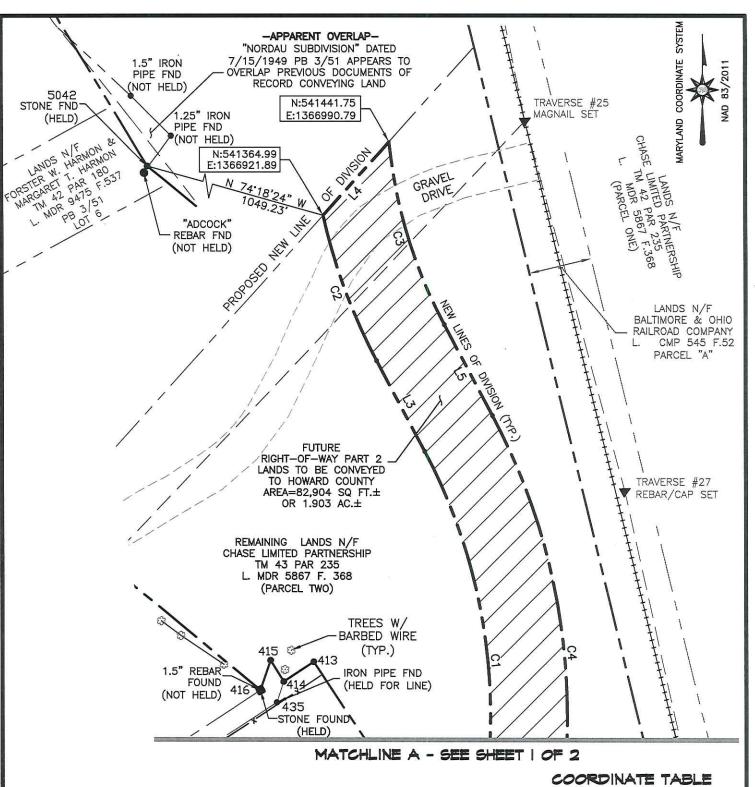
Expiration Date: 7/24/2020



 $\label{lem:likelihood} I:\CNA\Drive3\Survey\13000\13066\ Mission\ Road\Documents\Land\ Descriptions\2018\Final\School\ Site\ Purchase\ Agreement\Revised\ 2018.06\Exhibit\ A-4.1_13066_Mission_P235-RW-Pt2_6-18-18.doc$



 $\label{local_cont_cont} \textbf{CNA: } I:\CNA\Drive3\Survey\13000\13066\ Mission\ Road\PLAT\2018_RevisedPerCounty\13066_Parcel235-RW-Pt2_6-21-18.dwg$



NO. NORTHING EASTING 402 540455.89 1367342.59 411 540547.60 1366856.48 412 540679.73 1367056.60 413 540900.19 1366911.03 414 540879.55 1366879.78 415 540901.70 1366866.00 416 540870.51 1366855.43

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 76'09'15" W	80.12'
L2	N 16'55'41" E	262.07
L3	N 27'55'09" W	106.76
L4	N 41'54'40" E	103.15'
L5	S 27'55'09" E	106.76
L6	S 16'55'41" W	257.77
L7	N 76'09'15" W	94.51'

O 100' 200' GRAPHIC SCALE 1"=100'

engineers, surveyors \$ landscape architects

1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050 (410)879-7200 * Fax(410)838-1811

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	457.90'	585.00'	44'50'50"	N 05'29'44" W	446.30'
C2	161.61'	590.00'	15'41'39"	N 20'04'19" W	161.10'
C3	200.27	510.00'	22'29'57"	S 16'40'10" E	198.99'
C4	520.52'	665.00'	44.50,50,	S 05'29'44" E	507.33'

PLAT NO. C-0352-4 PROJECT NO. C-0352

SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 2 OF 2

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISTION

P/O THE LANDS OF

CHASE LIMITED PARTNERSHIP

TM 43 PAR 235 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND APPROVED:
REAL ESTATE SERVICES DIVISION

WHAT DATE
APPROVED:
BUREAU OF ENGINEERING

NAME DATE

ADDATE

DATE

DATE

EXHIBIT B

FORM OF DEED FOR PROPERTY

TRANSFER TO GOVERNMENT
Exempt from Recordation Tax and Transfer Tax under
Annotated Code of Maryland, Tax Property Article,
Sections 12-108 (a) and 13-207(a), respectively, and
exempt from Recording Fees under Annotated Code of Maryland,
Real Property Article, Section 3-603

Property Tax Identification Nos.: Parent Account Nos. 06-396216; 06-431577; and 06-398057

$\underline{\mathbf{DEED}}$
THIS DEED, made this day of, 201 (the "Effective Date"), from CHASE LAND, LLC, a Maryland limited liability company, successor by conversion to Chase Limited Partnership, a Maryland limited partnership ("Grantor") to HOWARD COUNTY, MARYLAND, a body corporate and politic ("Grantee").
WITNESSETH, that in consideration of the sum of [
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.
BEING, for the Tansill Parcel, the same property described in a Deed dated September 8, 2006 and recorded among the Land Records of Howard County, Maryland in Liber 10242, folio 162.
AND BEING, for the NW Parcel, the same property described in a Deed dated November 29, 2004 and recorded among the Land Records of Howard County, Maryland in Liber 8821, folio 536.
AND BEING, for the Subdivided Chase Parcel and the Roadway Parcel, part of the property described in a Deed dated January 3, 1996 and recorded among the Land Records of Howard County, Maryland in Liber 5867, folio 368.
TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.
SUBJECT TO all reservations, exceptions, easements, restrictions, covenants, encumbrances, and other matters of record.
AND FURTHER SUBJECT TO a temporary, non-exclusive ingress and egress easement to be used in common with others (the "Temporary Easement") reserved to the Grantor herein, and Grantor's successors and assigns, in, on, over, under, across and through that portion of the 25 of 33
EXECUTION VERSION Purchase and Sale Agreement - Schools Site (Capital Project C0352) Effective Date:

property hereby conveyed as more particularly described on EXHIBIT B attached hereto and incorporated herein by reference (the "Easement Area"). The following shall apply to the Temporary Easement: (1) the Temporary Easement shall be for purposes of pedestrian and vehicular access to and from the property of Grantor adjoining such Easement Area by Grantor and its agents, servants, employees, contractors, licensees, invitees, tenants, successors, and assigns; (2) neither Grantor nor Grantee shall allow parking on the Easement Area, and no obstructions to vehicular travel shall be erected, placed or maintained on the Easement Area; (3) the Temporary Easement shall automatically terminate and be of no further force and effect, without further act or deed of Grantor or Grantee and without the necessity of the recordation of any termination instrument among the Land Records of Howard County, Maryland, on the earlier to occur of (i) Grantee designating the Easement Area as being part of a public roadway, or (ii) Grantee allowing use of the Easement Area as a public roadway by the public at large (such earlier date being referred to herein as the "Termination Date"); (4) while the Temporary Easement is in effect, Grantee shall at all times maintain the Easement Area in at least the graded condition as existed on the date hereof, at its cost; provided, however, that Grantor shall repair damage to the Easement Area to its pre-damage condition if the damage is caused by its or its affiliate's or contractor's vehicles or the gross negligence or willful misconduct of Grantor, its agents, servants, employees, contractors, licensees, invitees, tenants, successors, and assigns; (5) while the Temporary Easement is in effect, Grantee may use the Easement Area in any manner that is not inconsistent with the Grantor's use of the Temporary Easement as described herein; (6) Grantor shall indemnify, defend, and hold harmless Grantee and Grantee's officers, directors, agents, employees, and representatives from and against all claims, losses, damages, liens or expenses, including, without limitation, reasonable attorney's fees and court costs, arising out of or related to the Grantor's entry upon the Easement Area, excepting those claims, losses, damages, liens or expenses arising from the gross negligence or willful misconduct of Grantee, and Grantor's indemnification obligations hereunder shall commence on the Effective Date and terminate on the date that is one (1) year from the Termination Date; and (7) Grantee shall perform whatever future reasonable actions may be necessary to ensure that Grantor is provided the benefit of this Temporary Easement and shall execute any further documents not inconsistent with this paragraph.

TO HAVE AND TO HOLD the said pieces or parcels of land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Grantee, its successors and assigns, in fee simple, forever.

AND the said Grantor hereby covenants that it will warrant specially the property hereby granted and will execute such further assurances of the same as may be requisite.

[SIGNATURE ON FOLLOWING PAGE]

26 of 33

EXECUTION VERSION
Purchase and Sale Agreement - Schools Site (Capital Project C0352)
Effective Date: _______, 2018

WITNESS the hand and seal of said Grantor as of the day and year first above written.

WITNESS:	GRANTOR:	
	CHASE LAND, LLC, a Mar company, successor by conv Limited Partnership, a Maryl	ersion to Chase
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	Name: Title:	3 3
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of CHASE LAND, LLC, a Maryland limited Limited Partnership, a Maryland limited partnership, a Maryland limited partnerson whose name is subscribed to the varieties the same for the purposes therein contained the name of the limited liability company by IN WITNESS WHEREOF, I hereum	tnership, known to me (or sati within instrument, and acknow on behalf of the limited liabil himself as	isfactorily proven) to be redged that he executed ity company by signing
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	Dylan Springmann	
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	27 of 33	140 = 1
EXECUTION VERSION Purchase and Sale Agreement - Schools Site (Capital Project C03)	(a)	

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

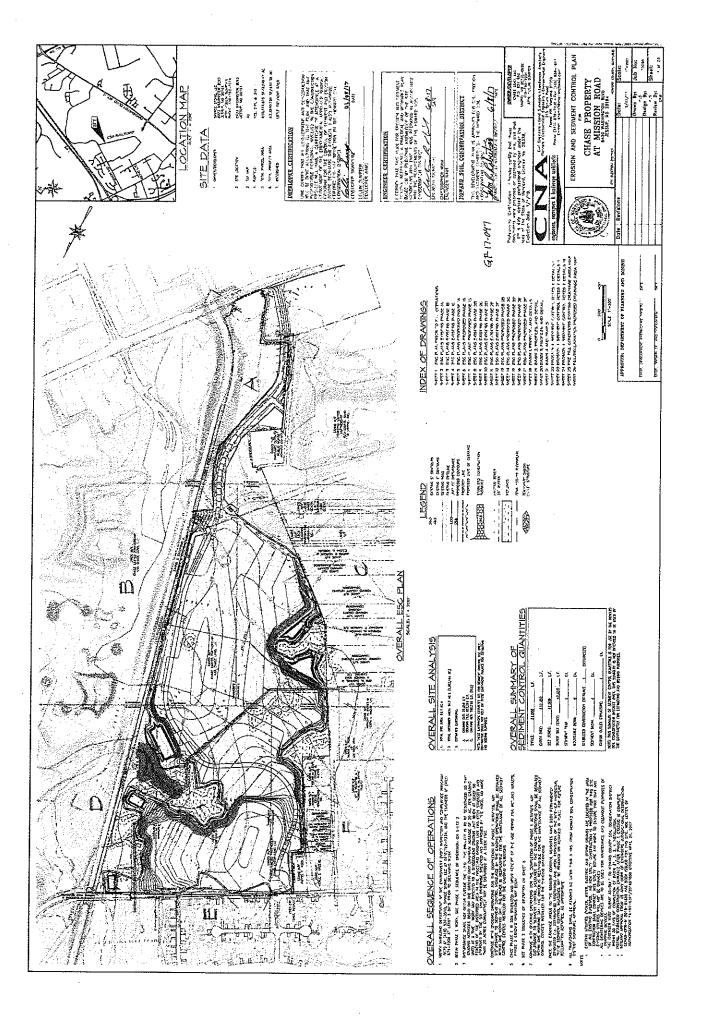
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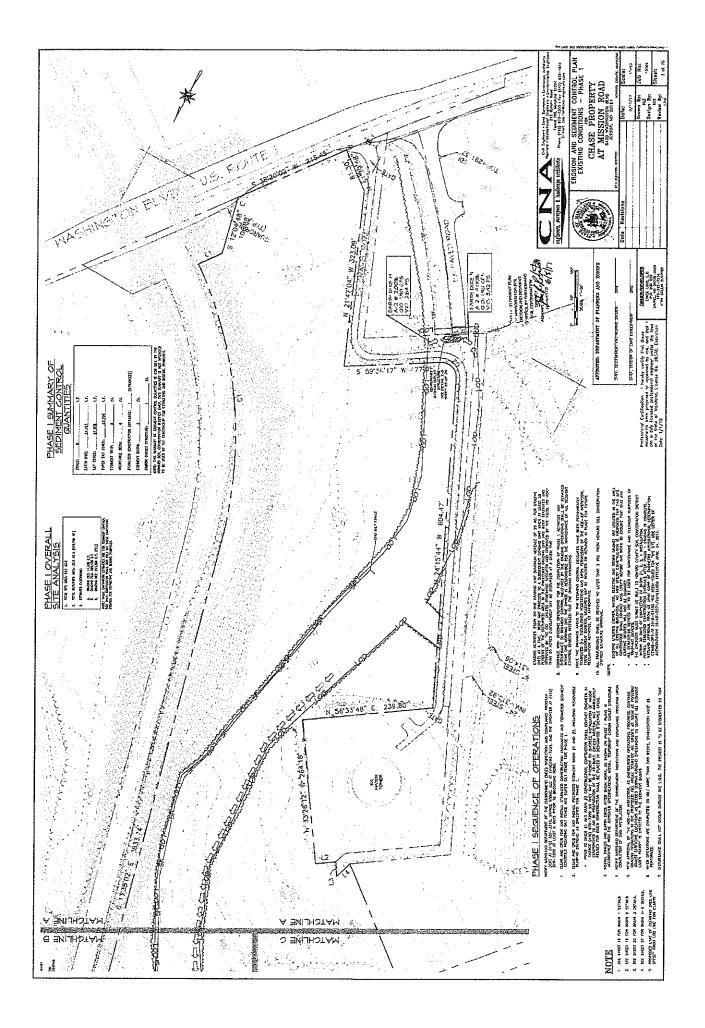
EXHIBIT C

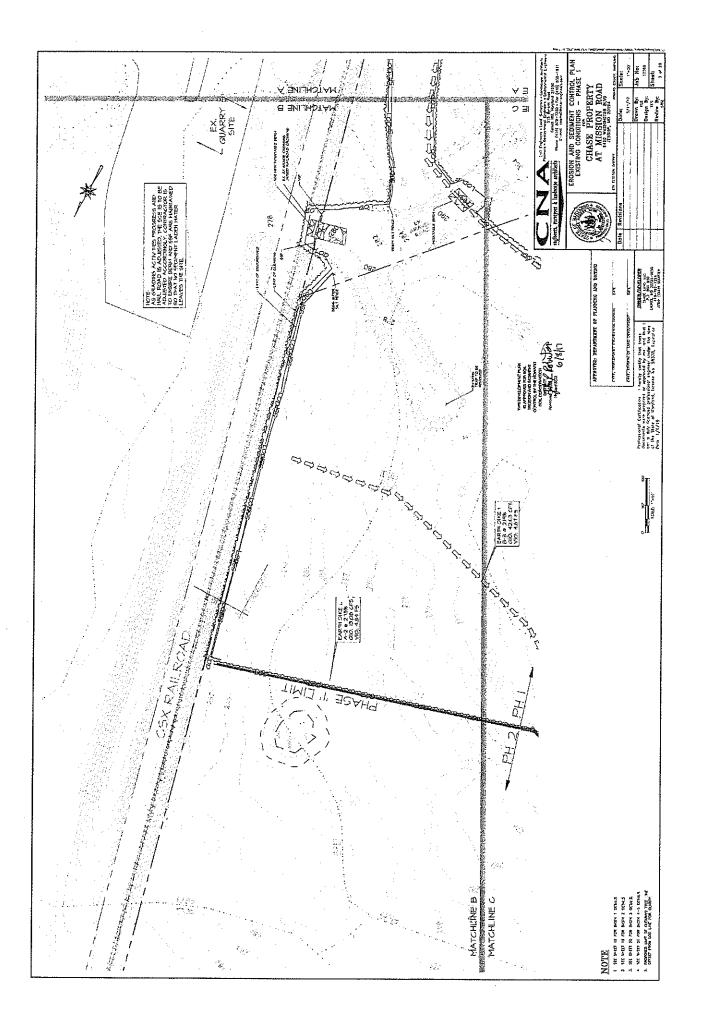
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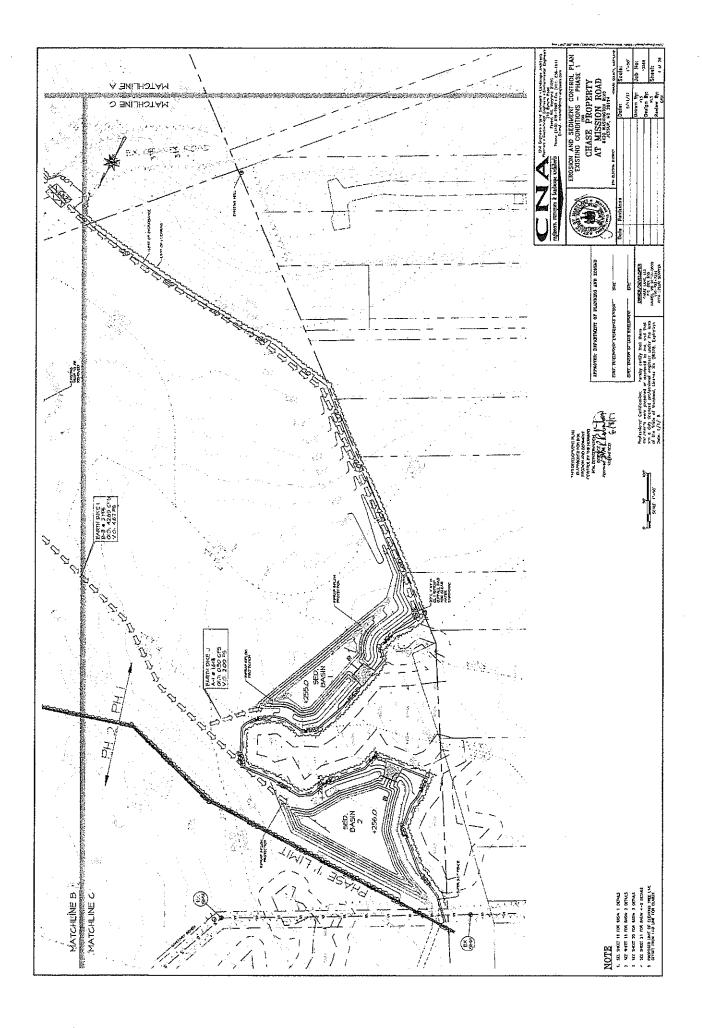
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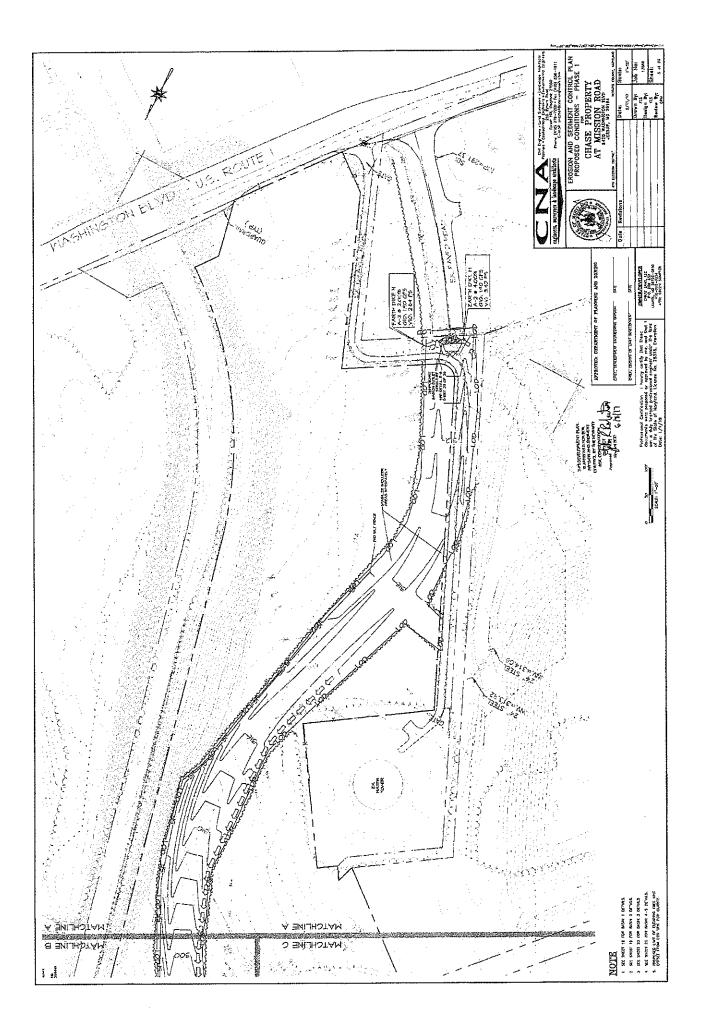
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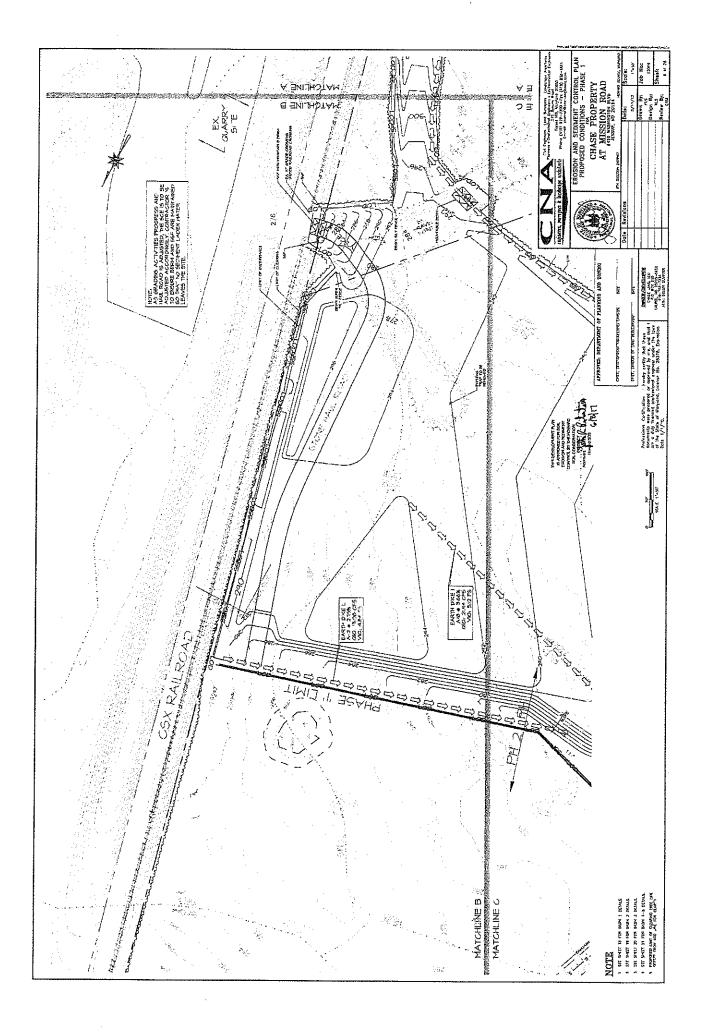


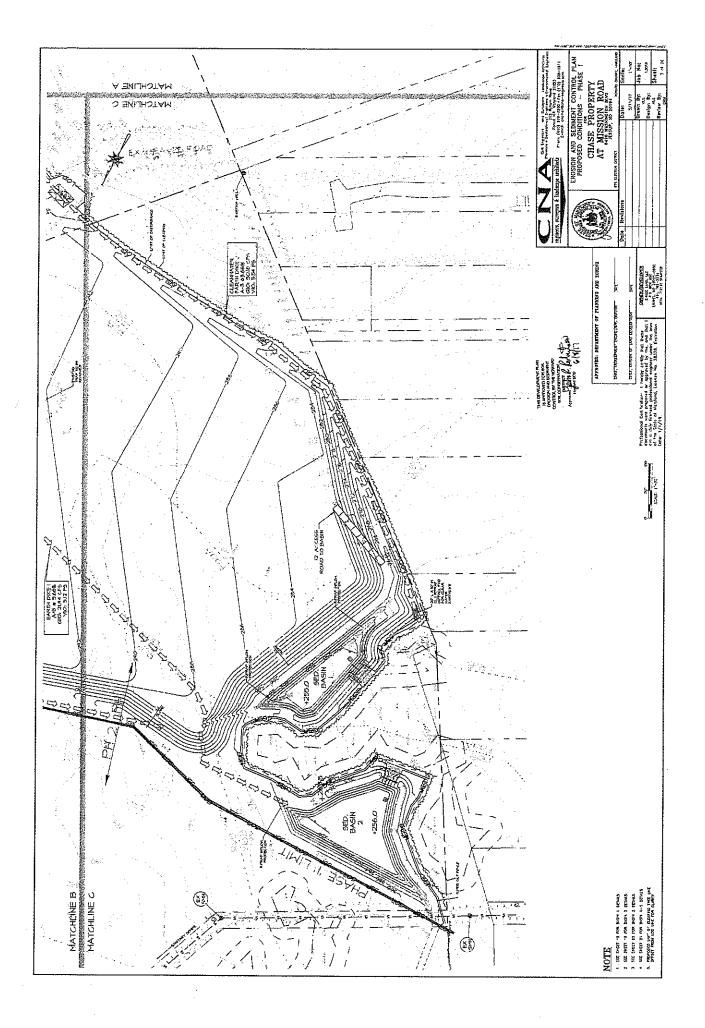


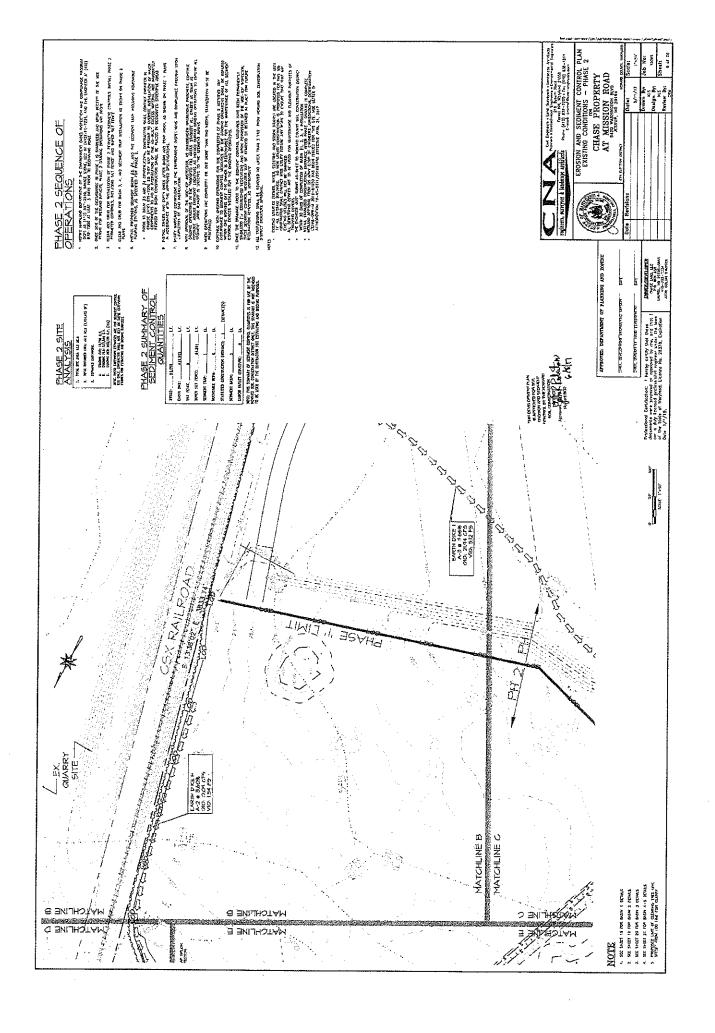


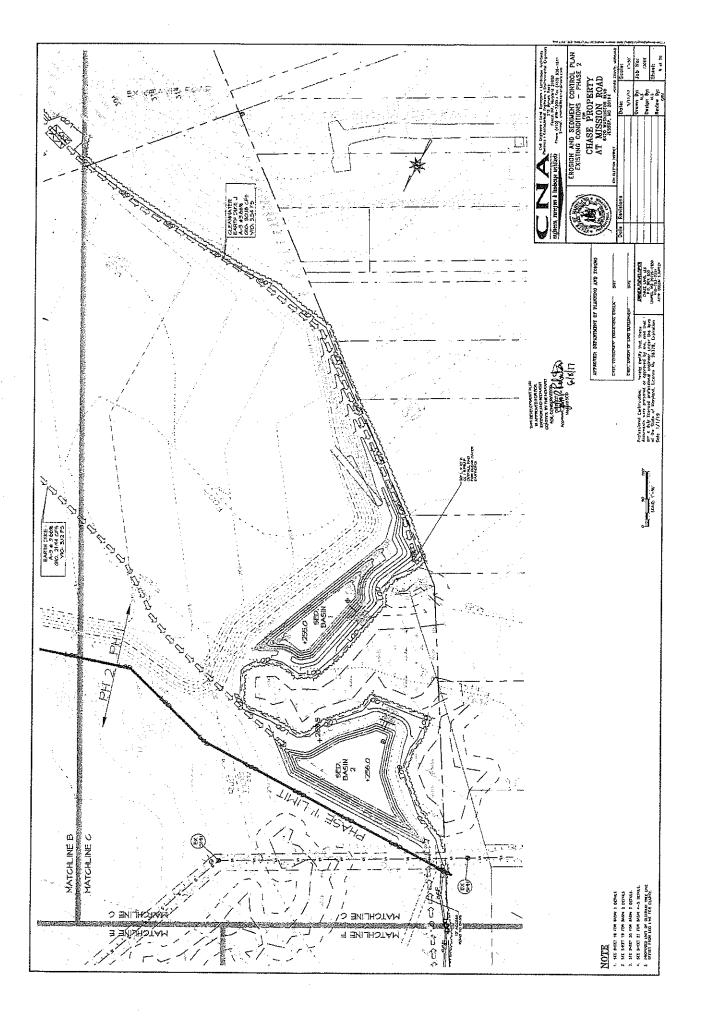


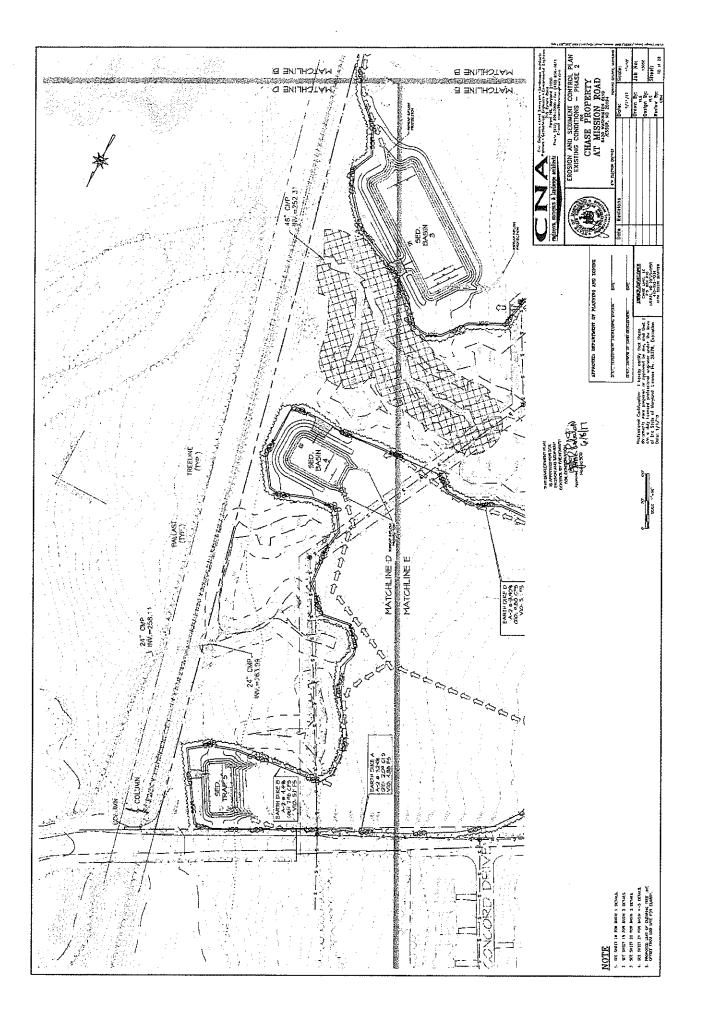


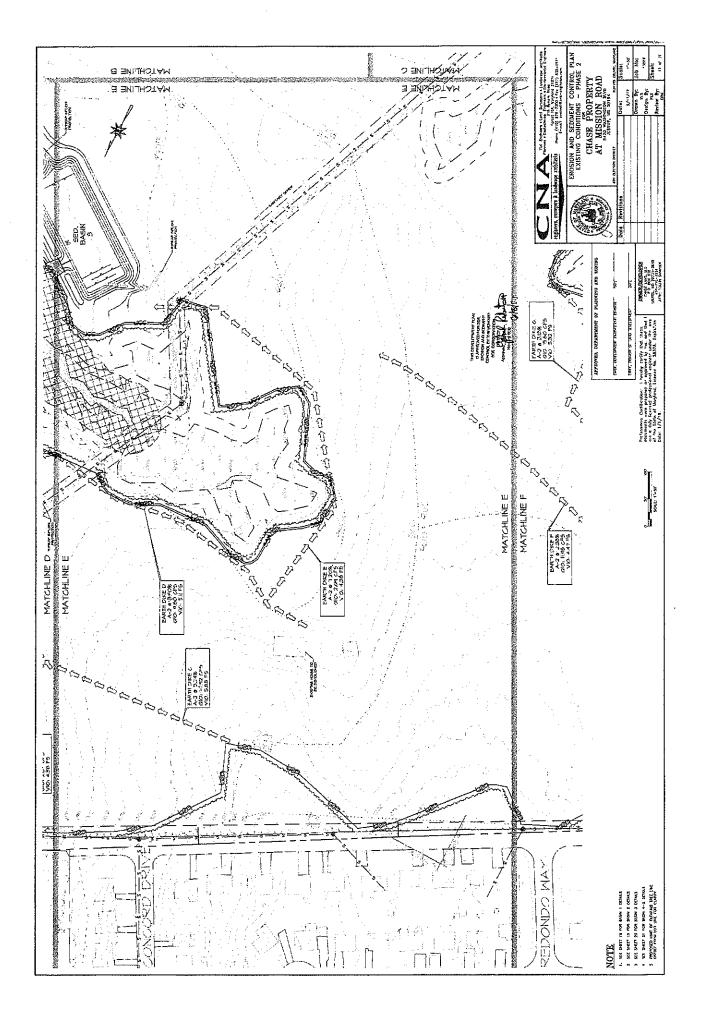


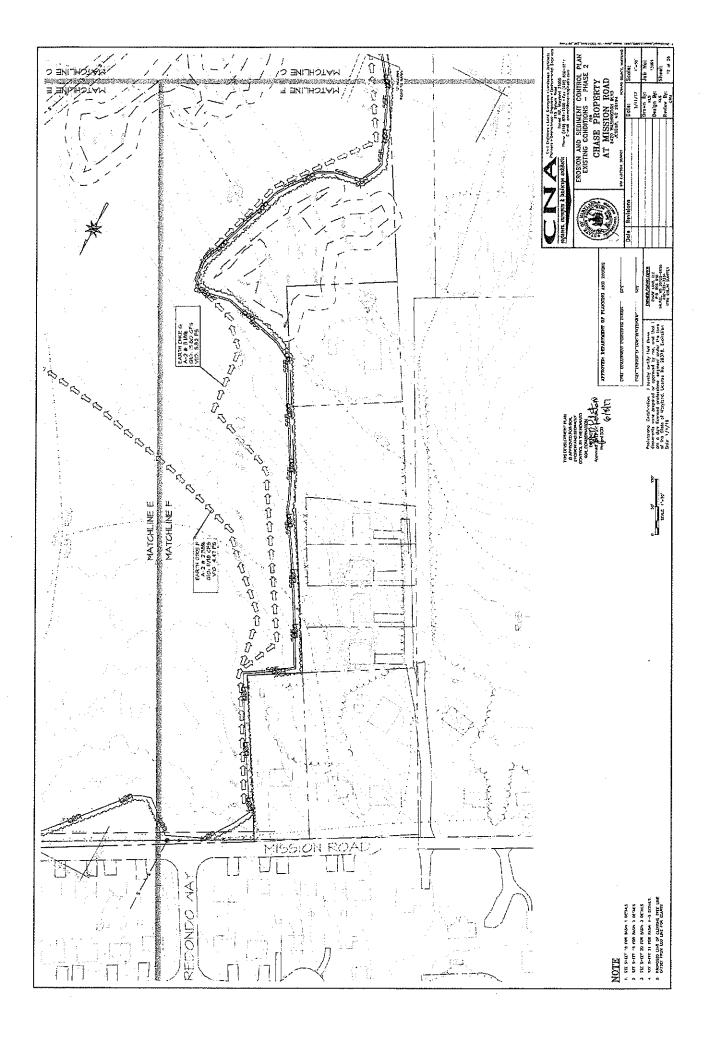


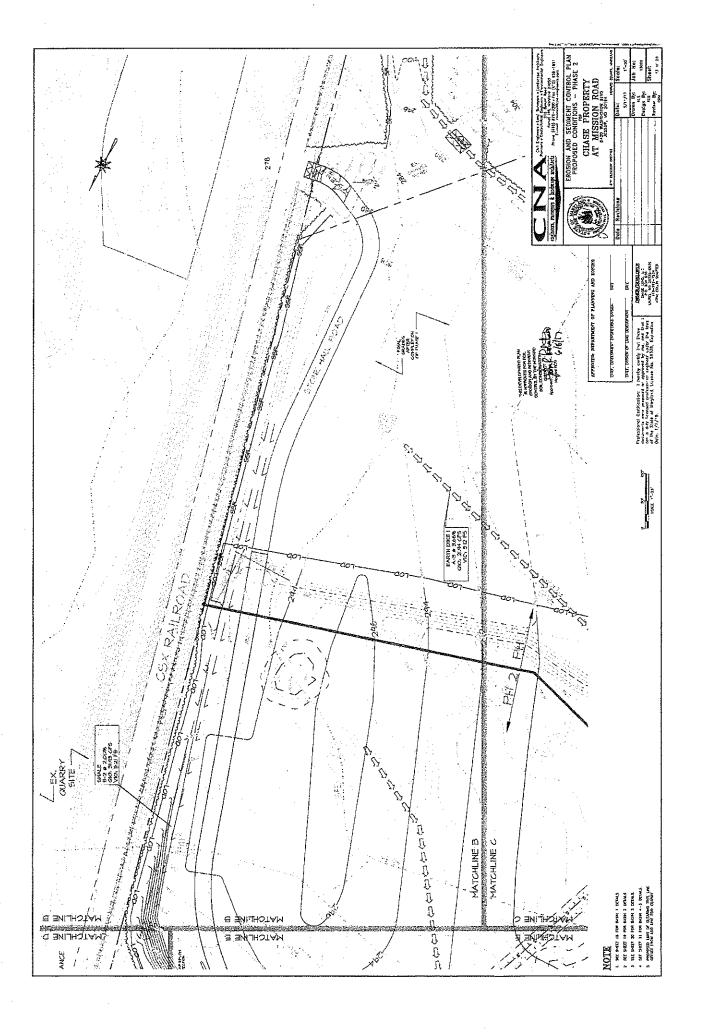


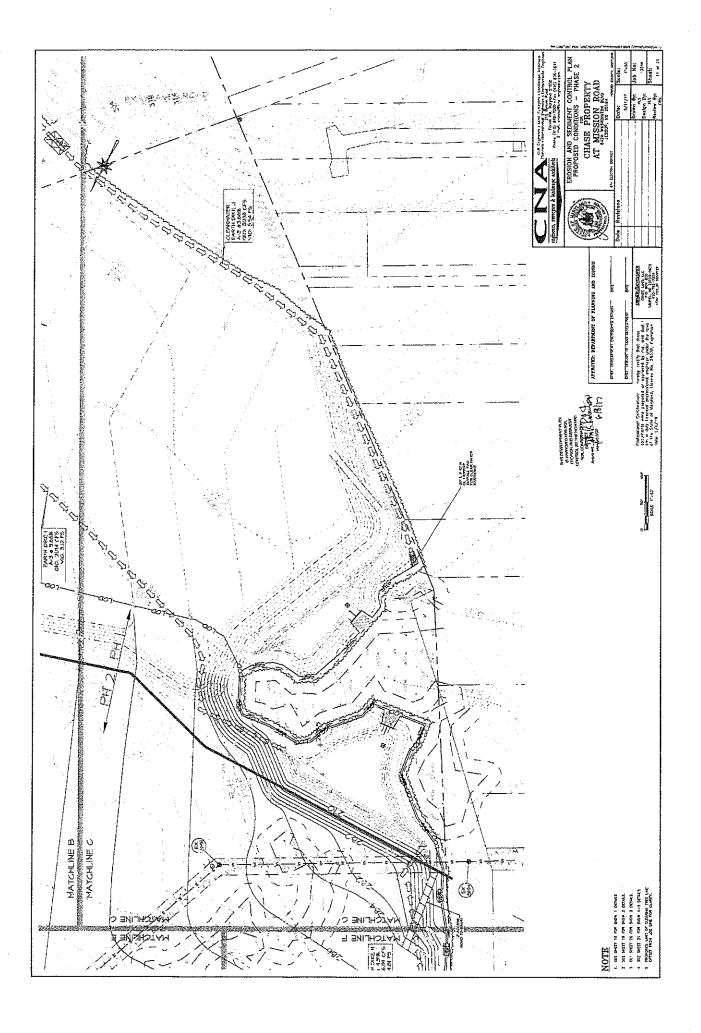


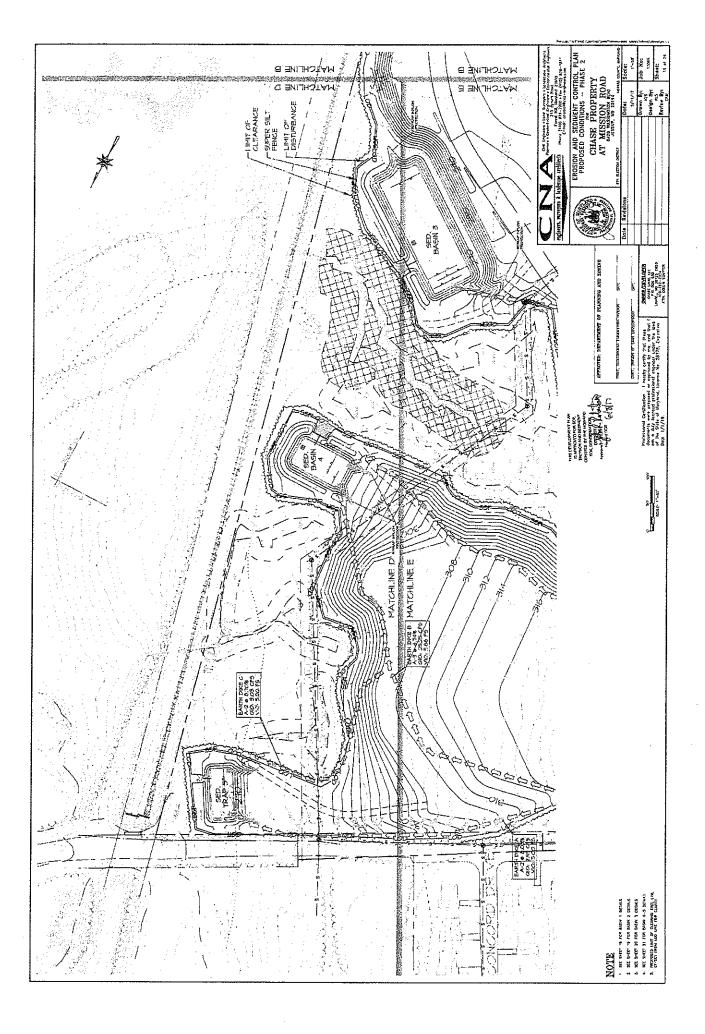


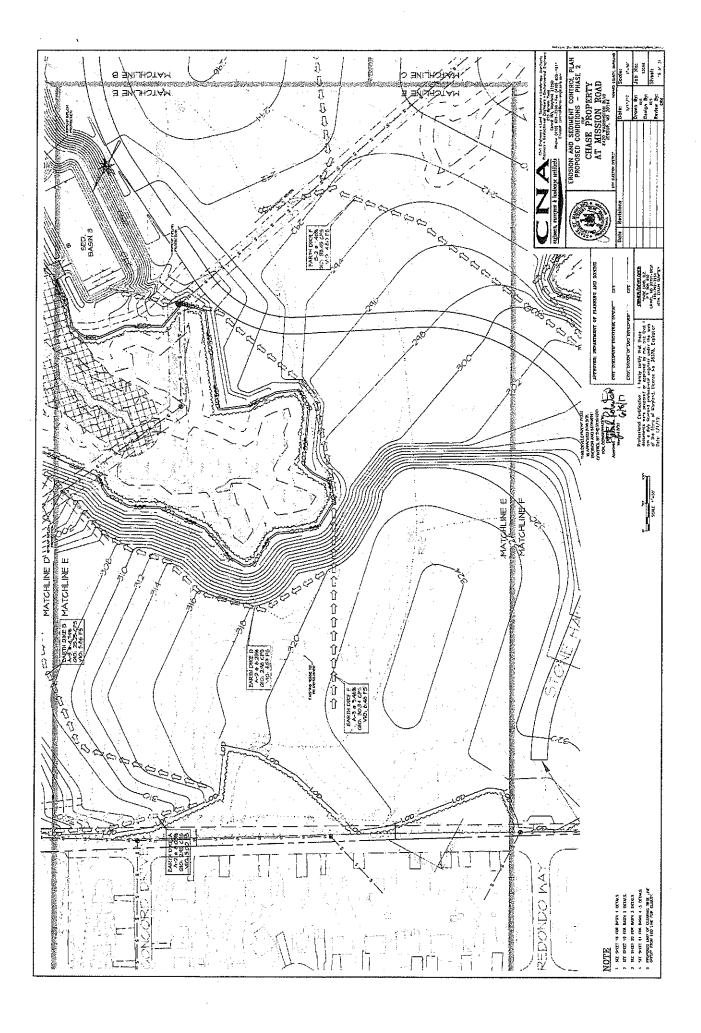


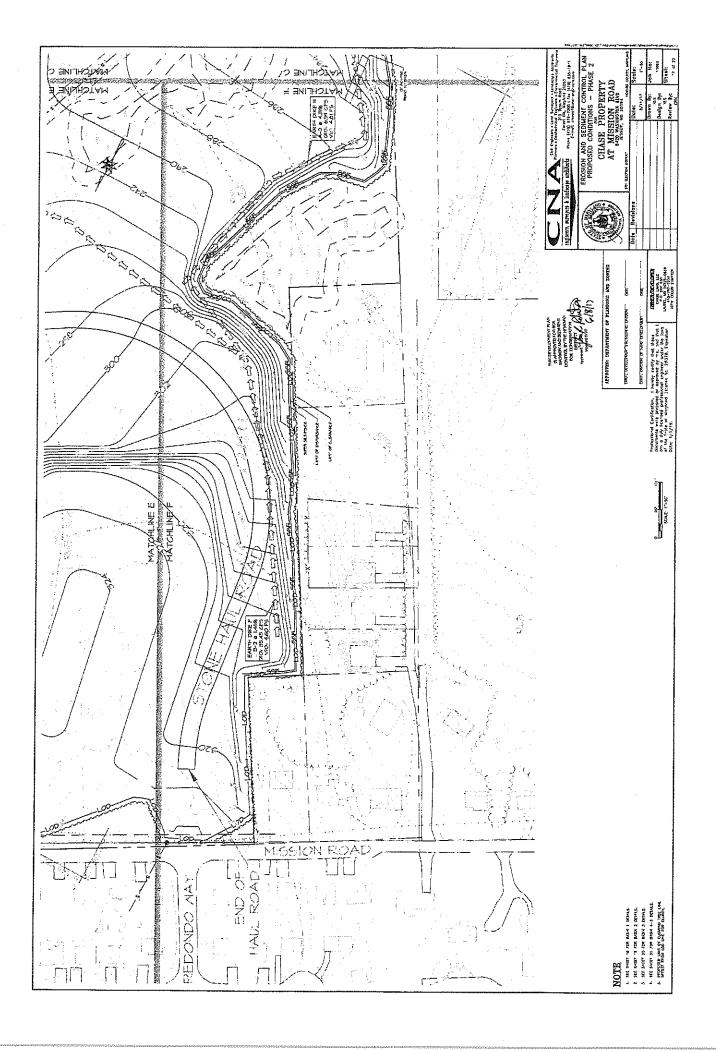


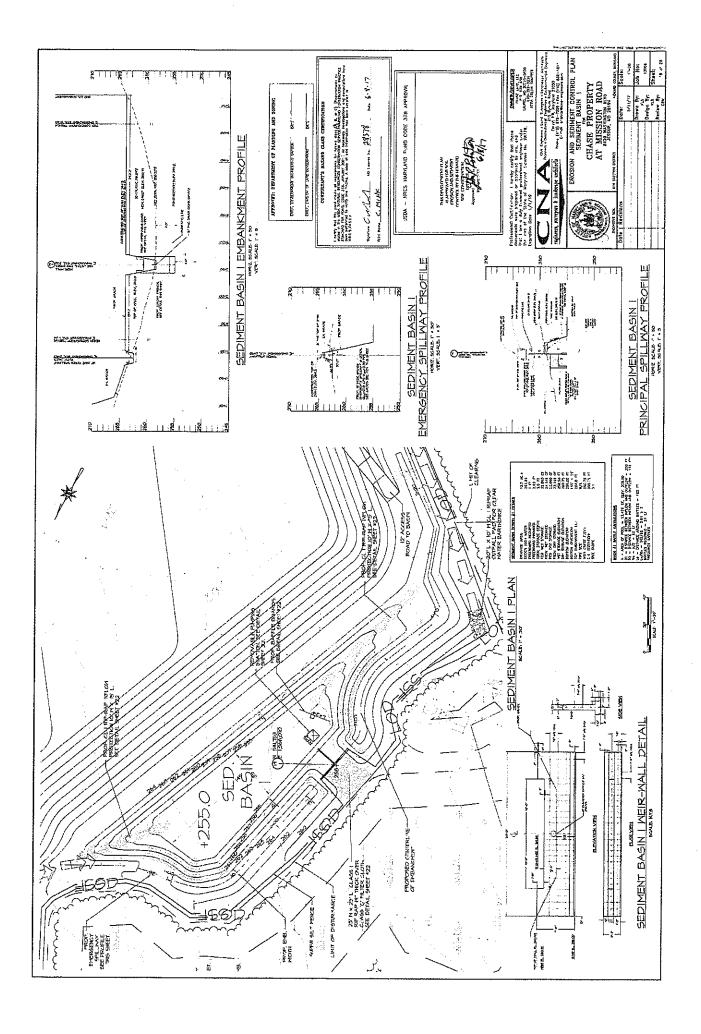


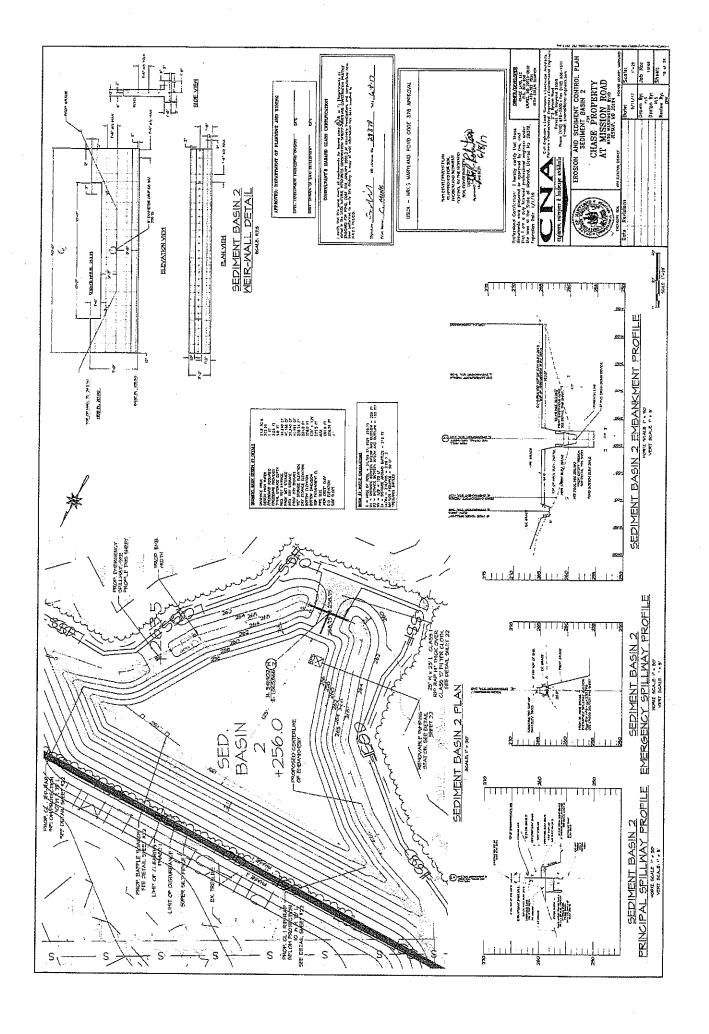


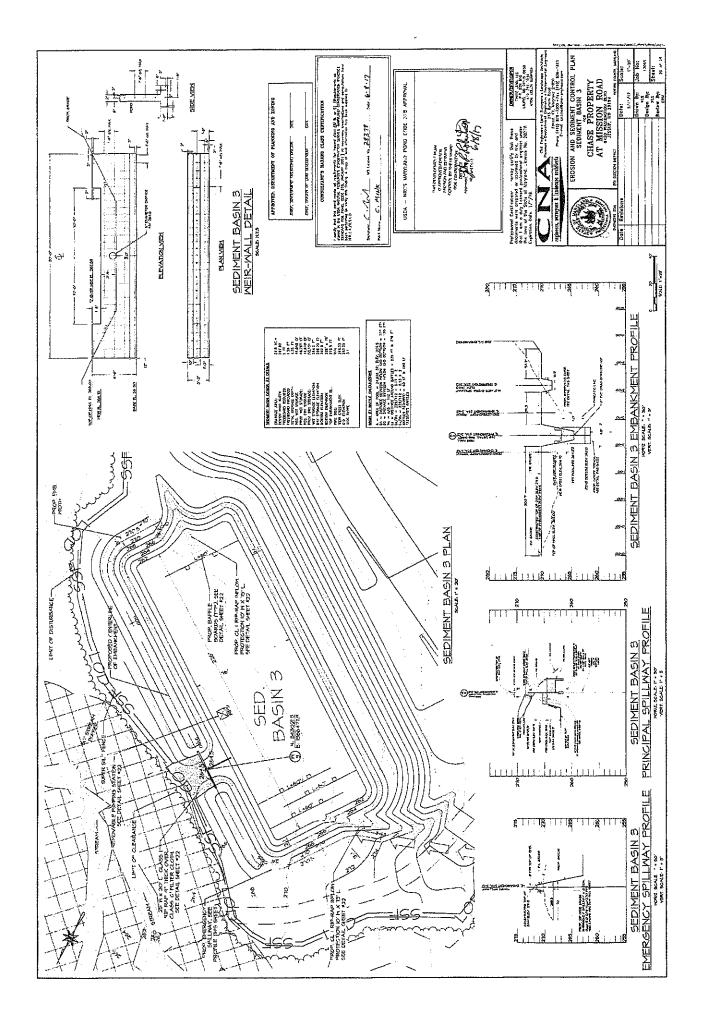


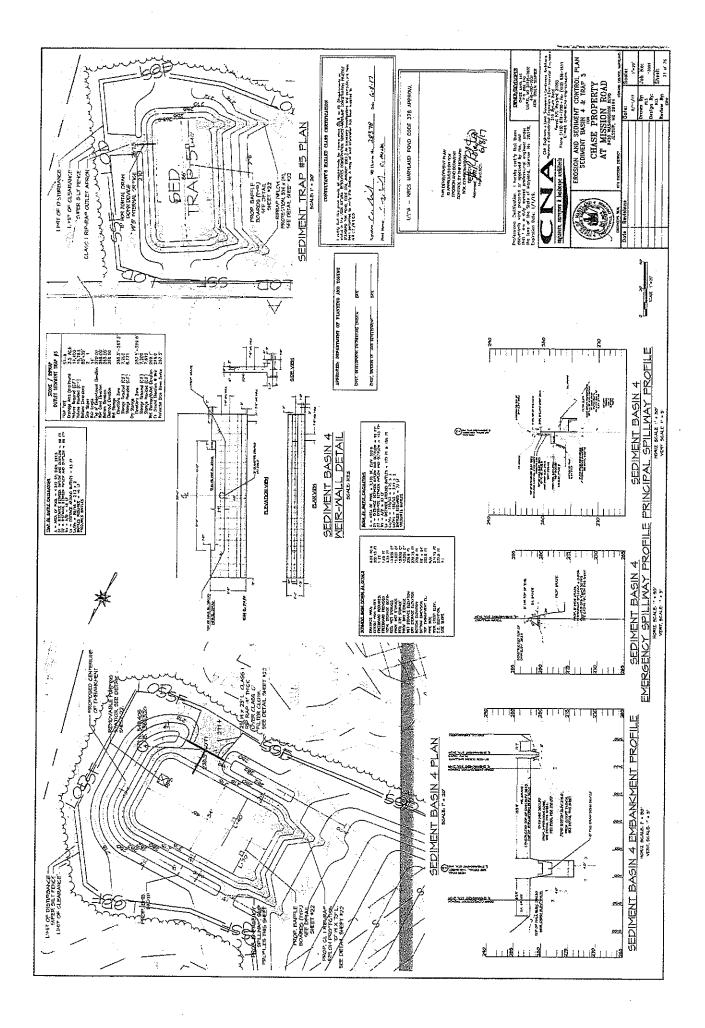


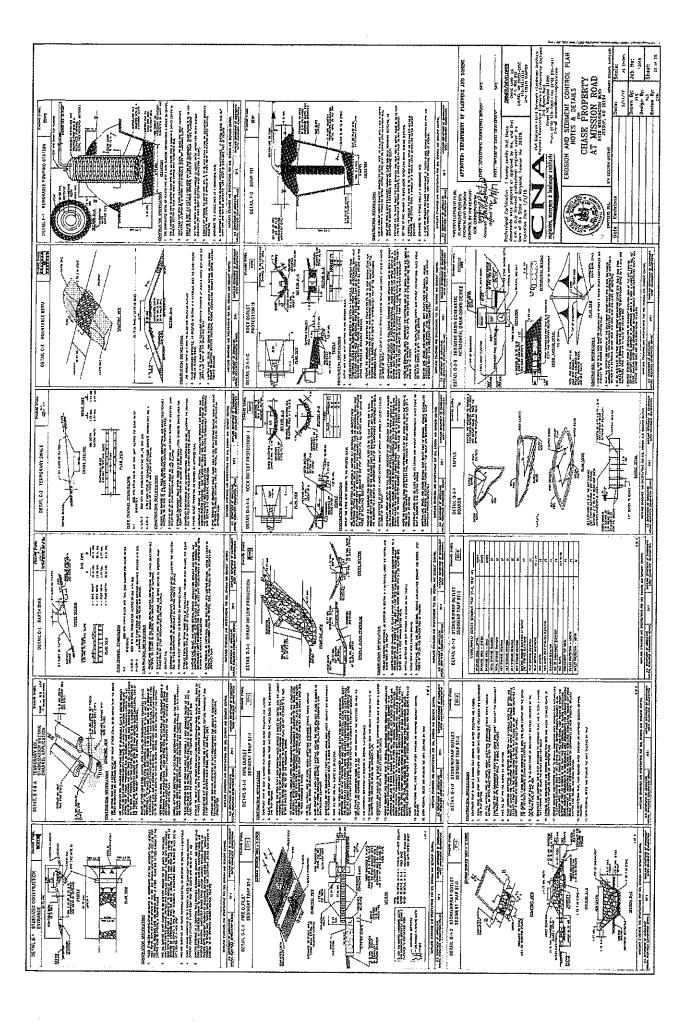


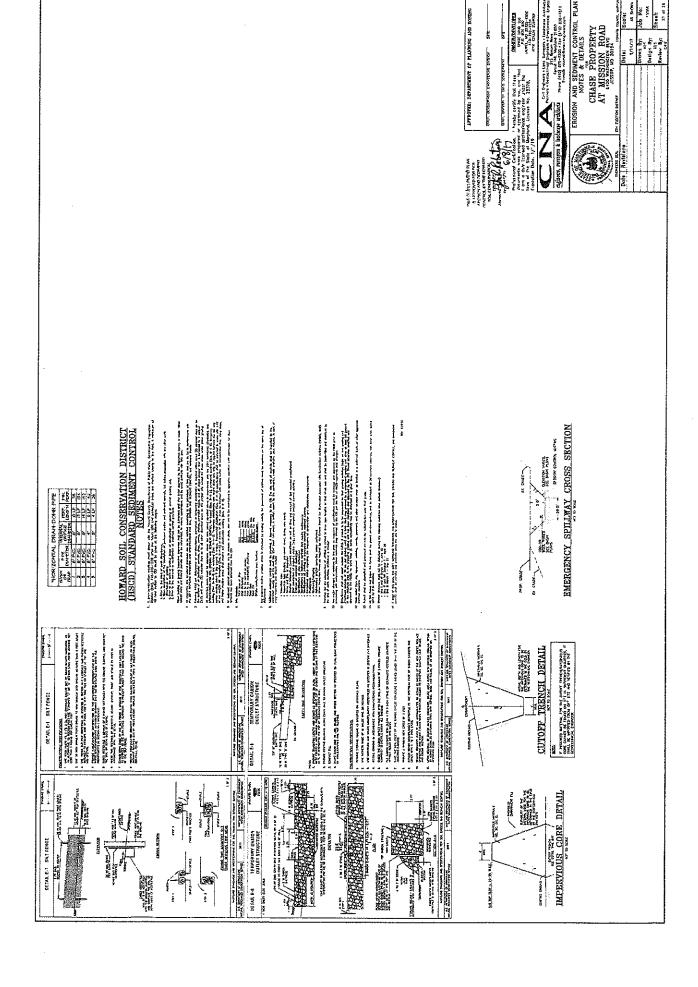












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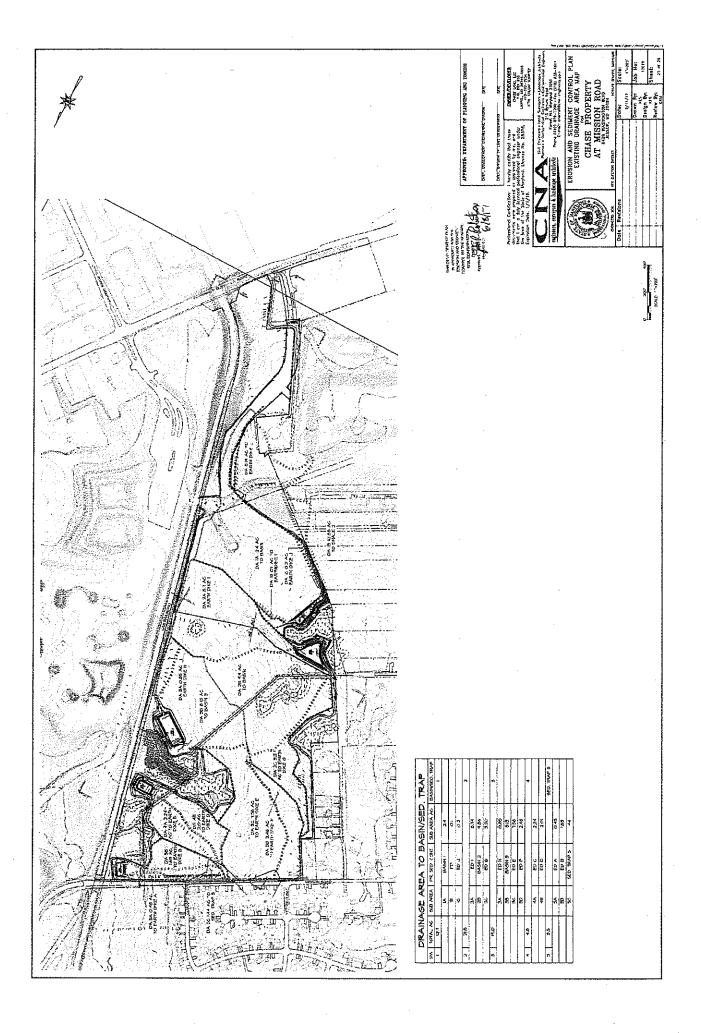
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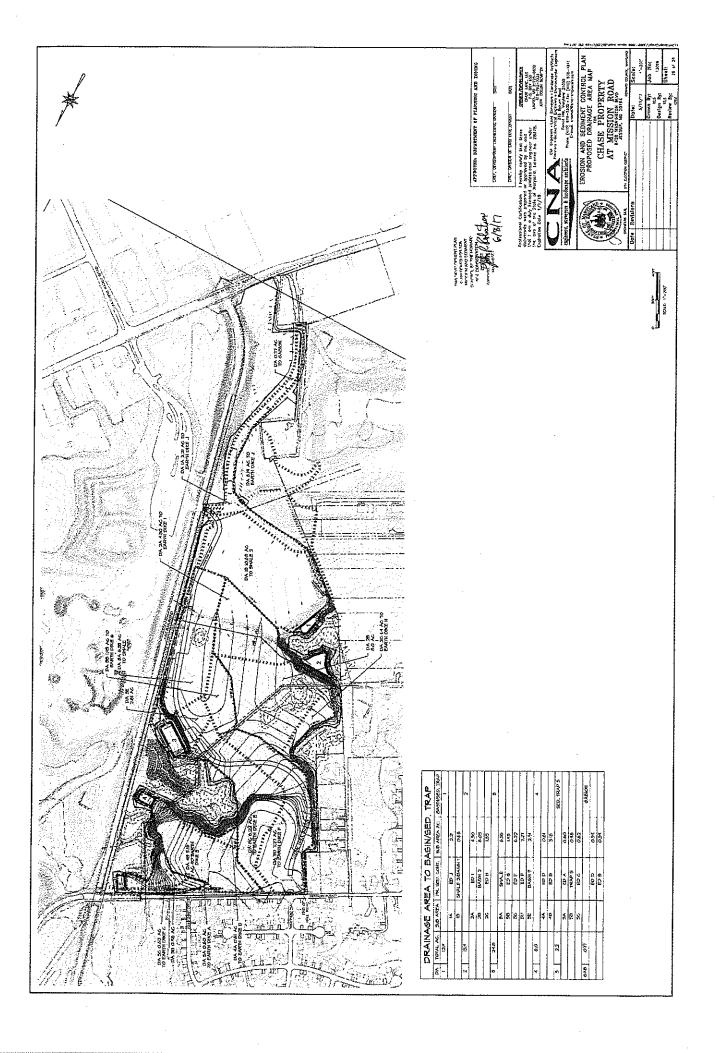
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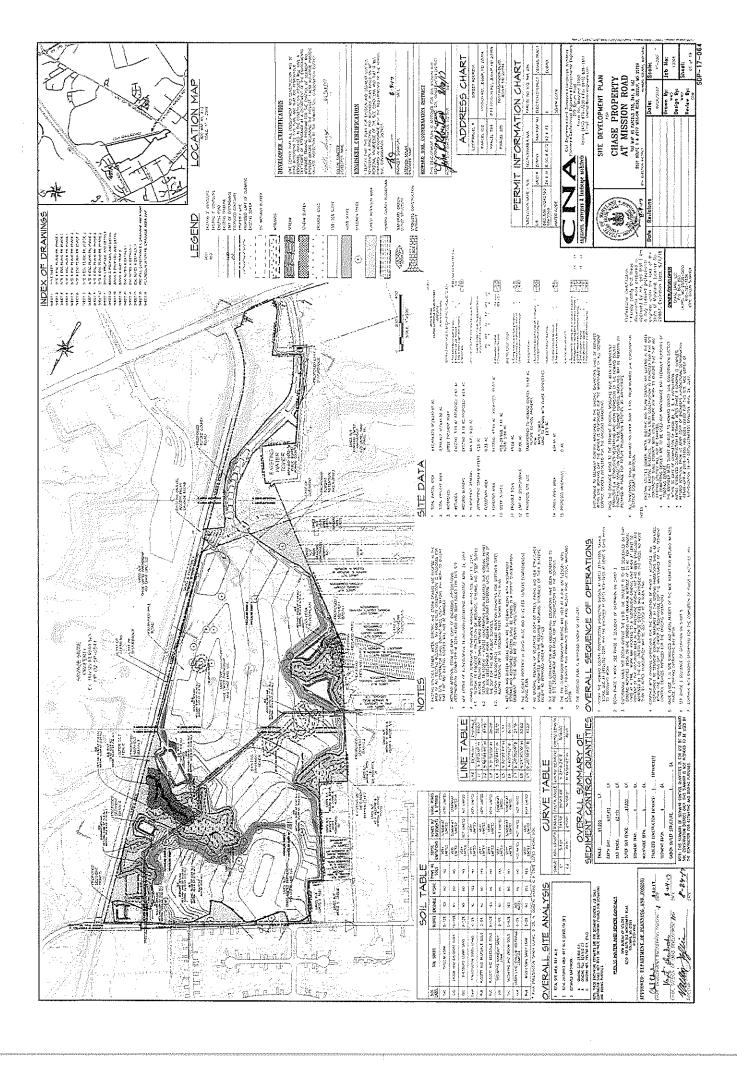
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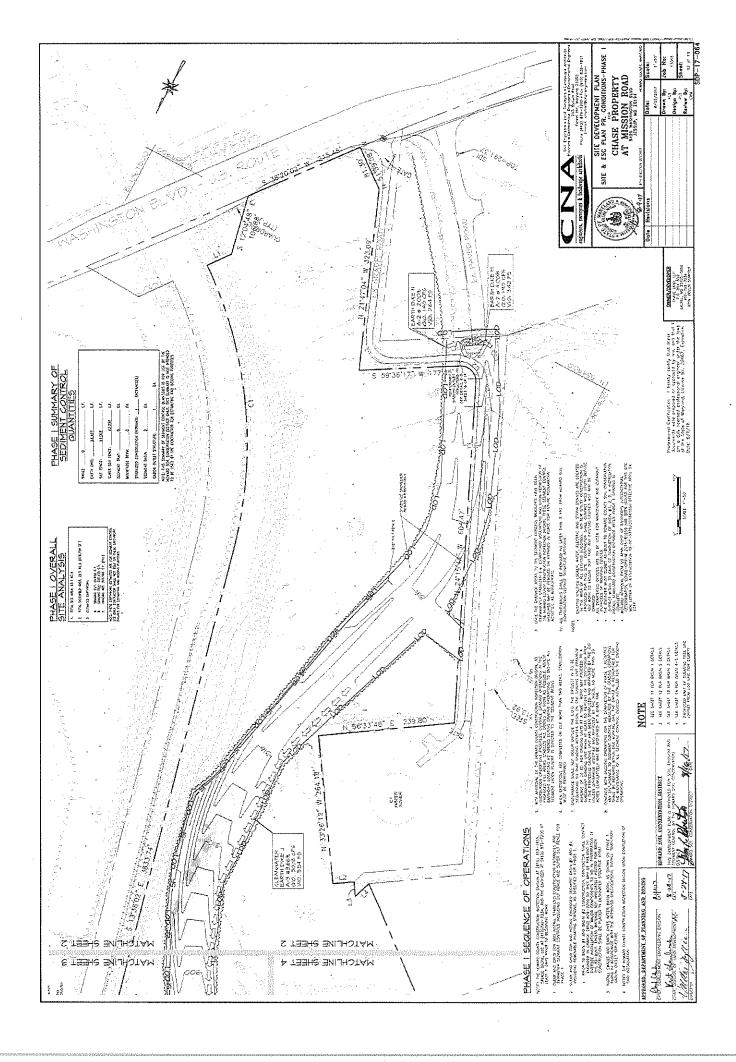
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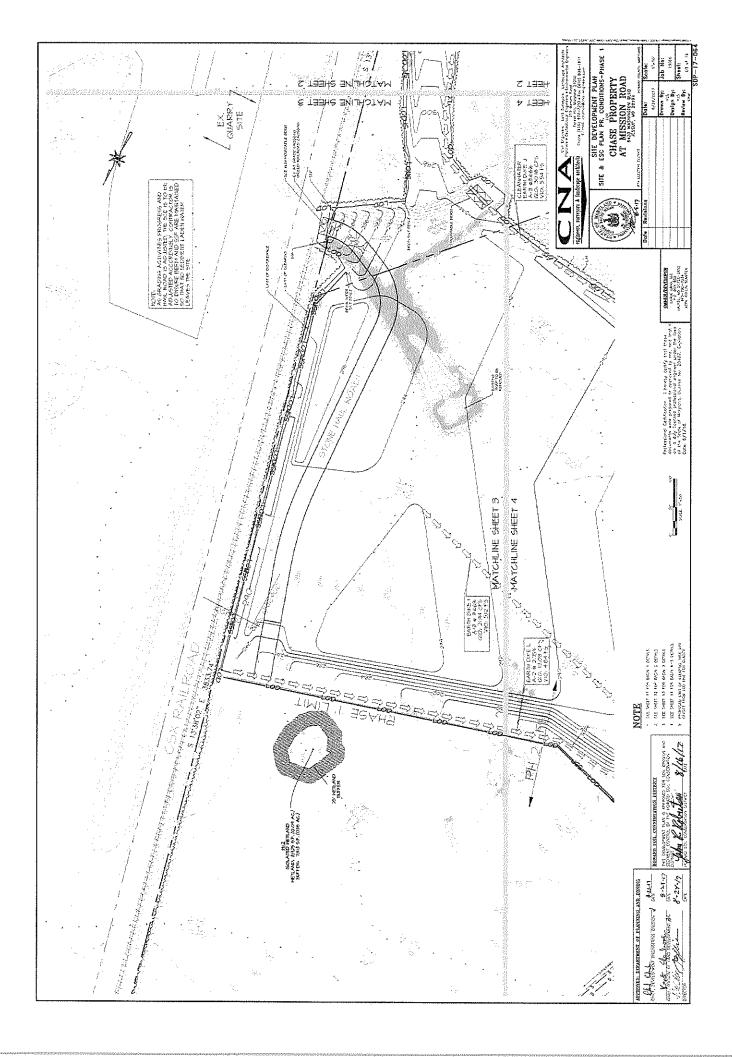
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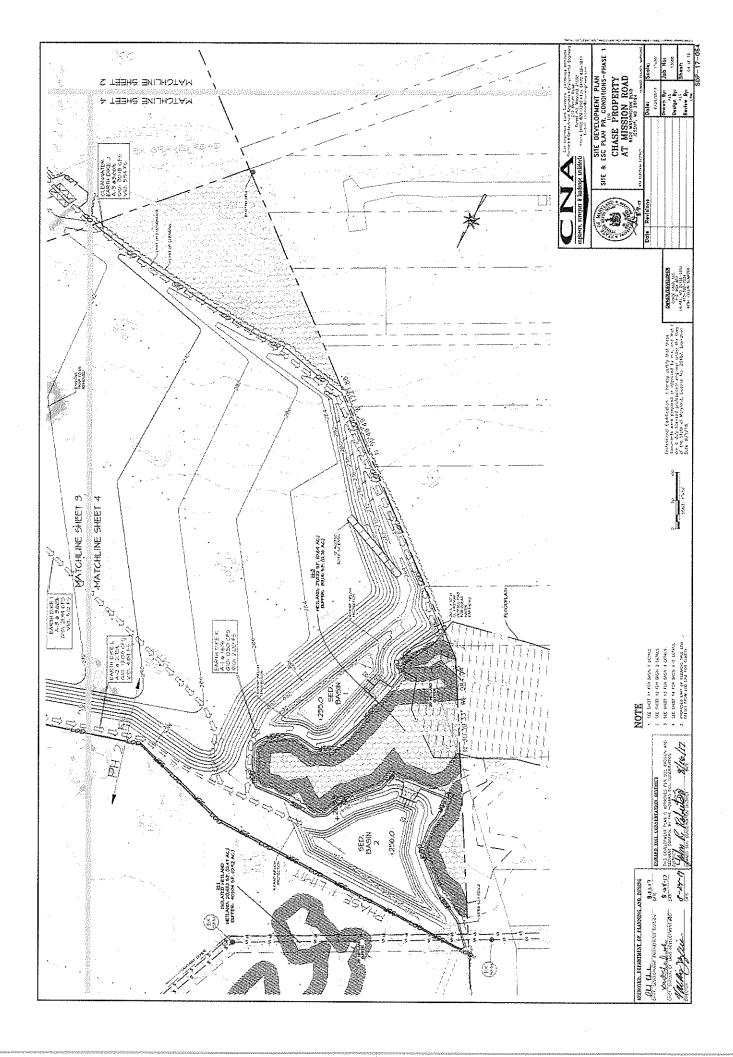


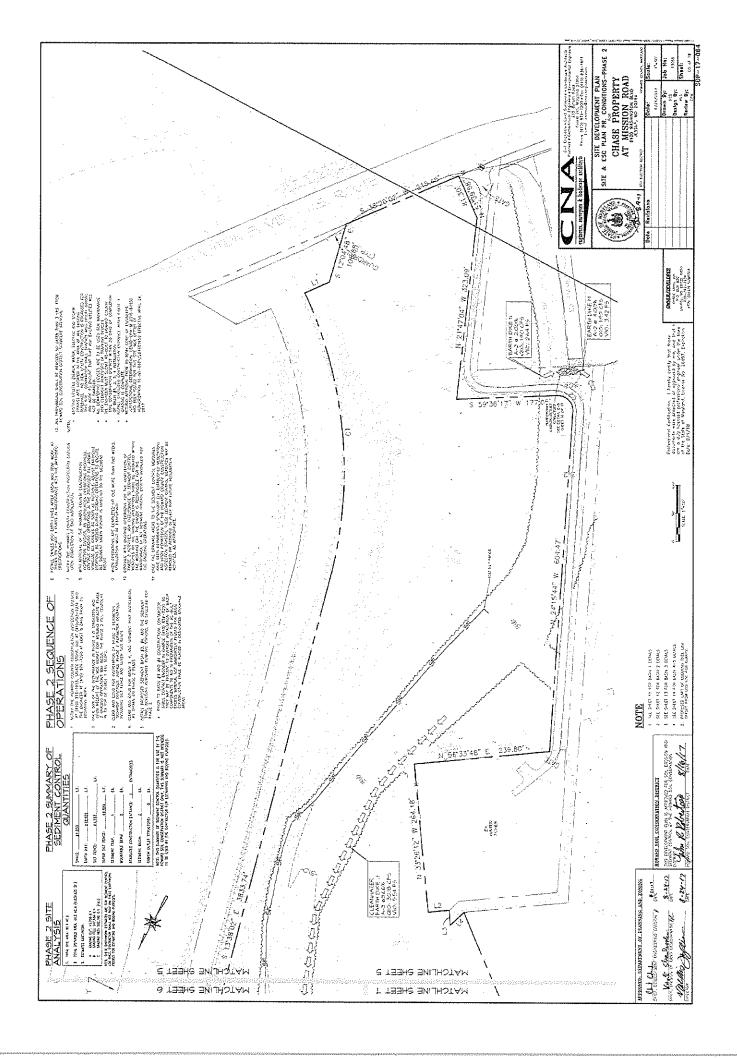


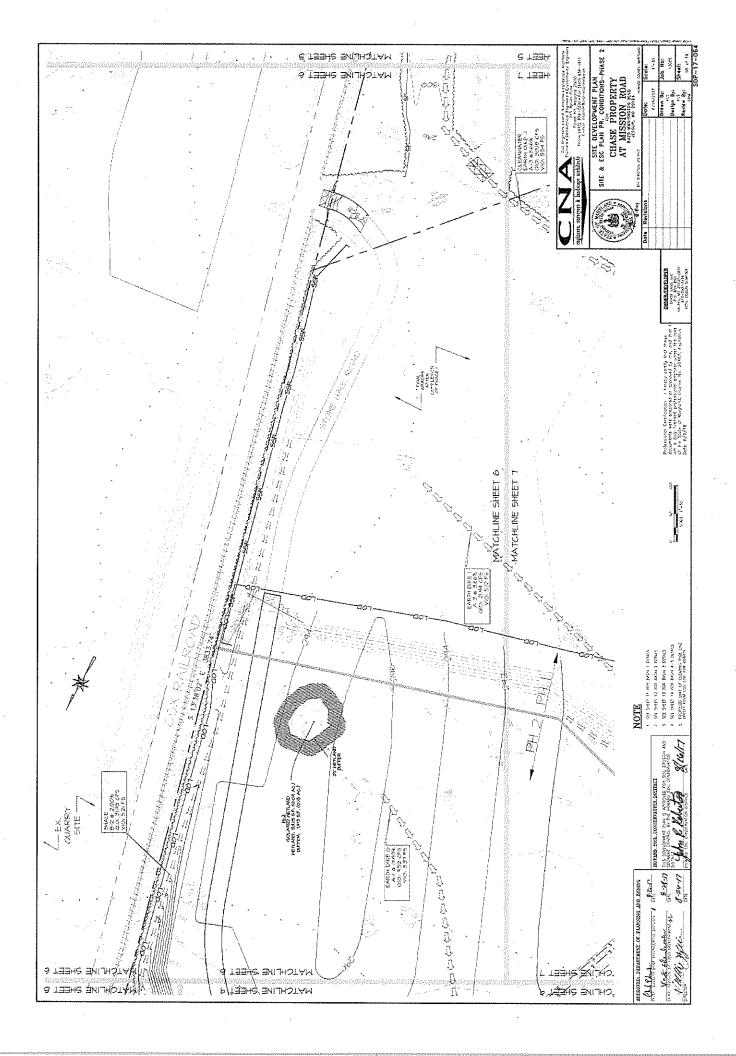


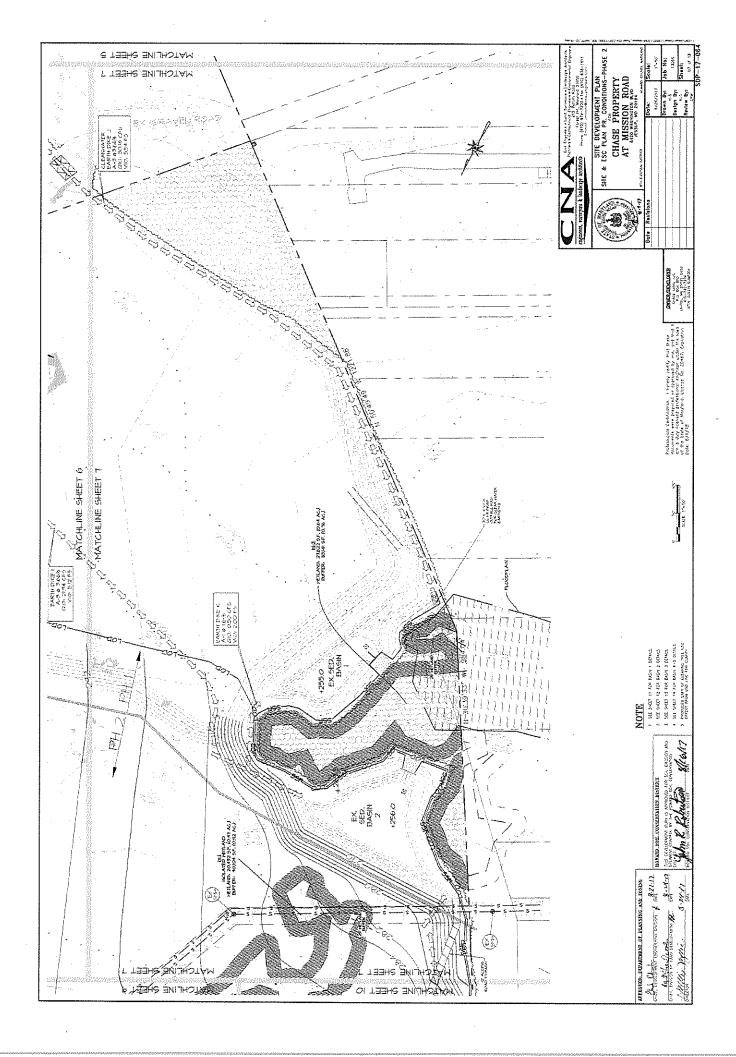


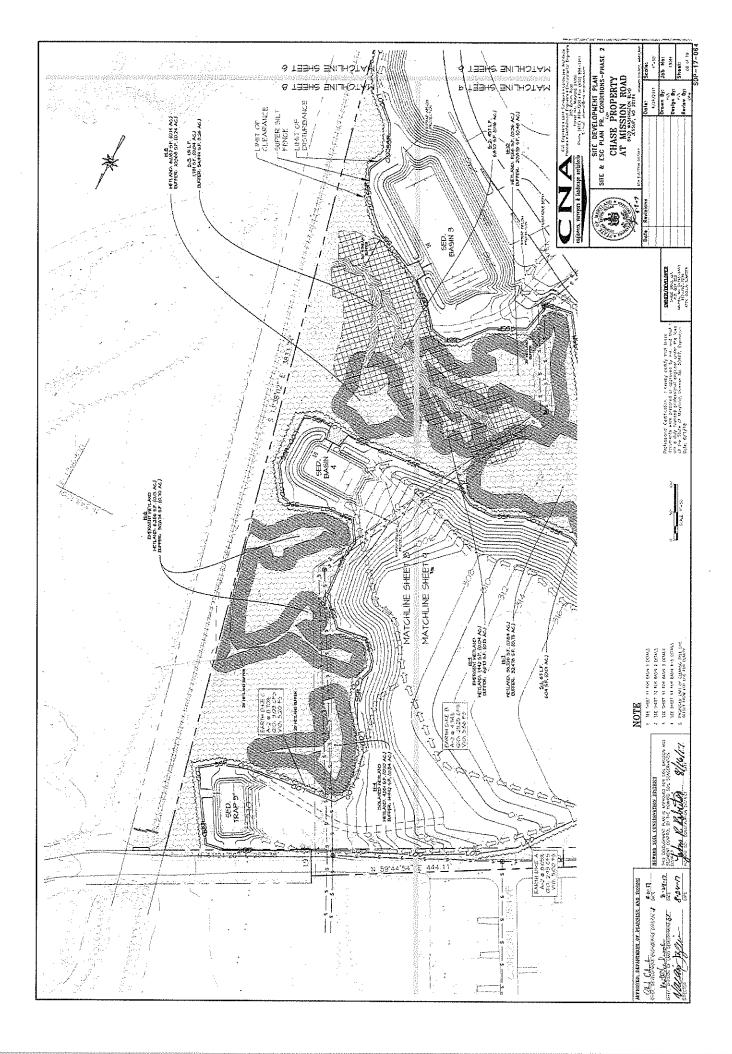


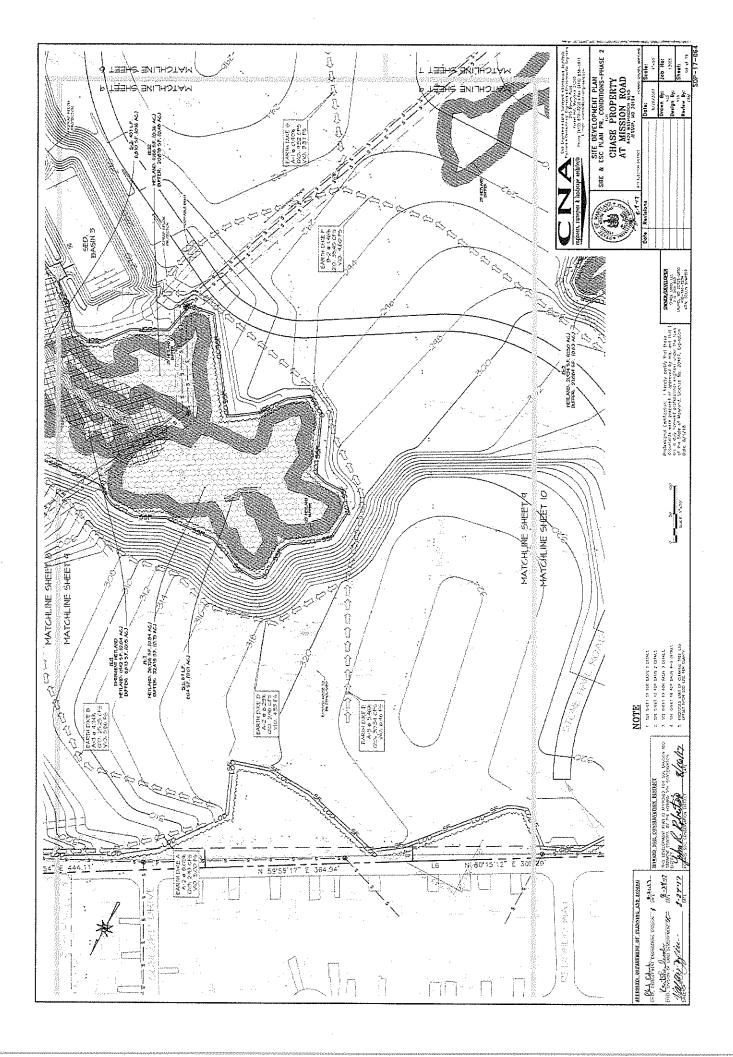


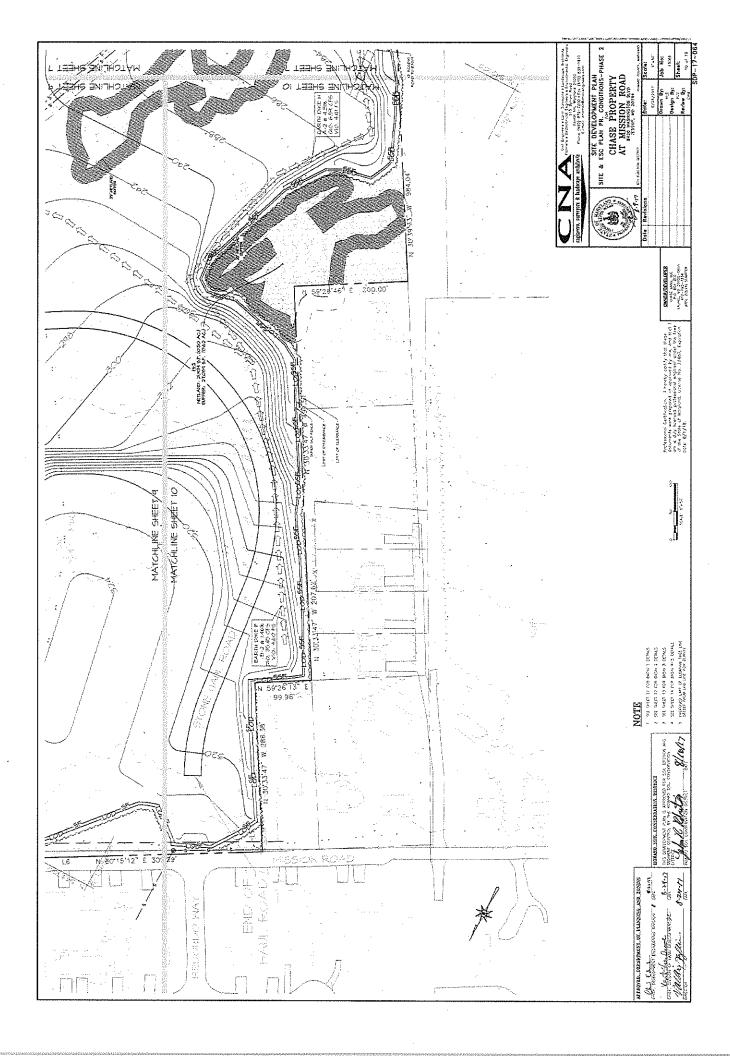


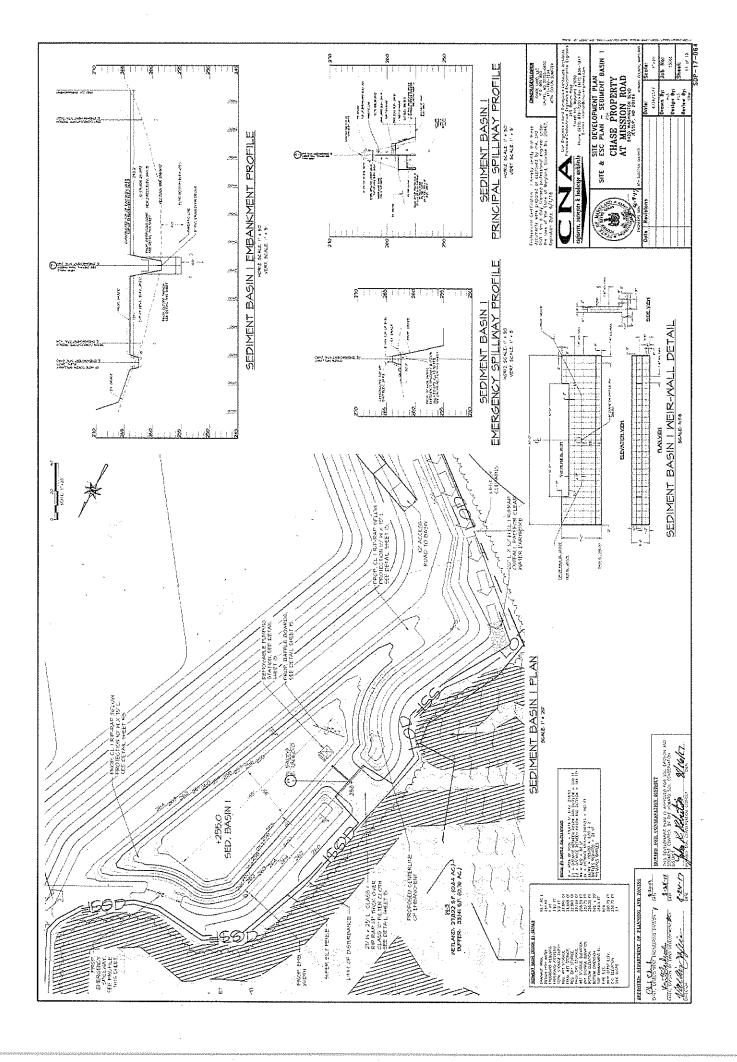


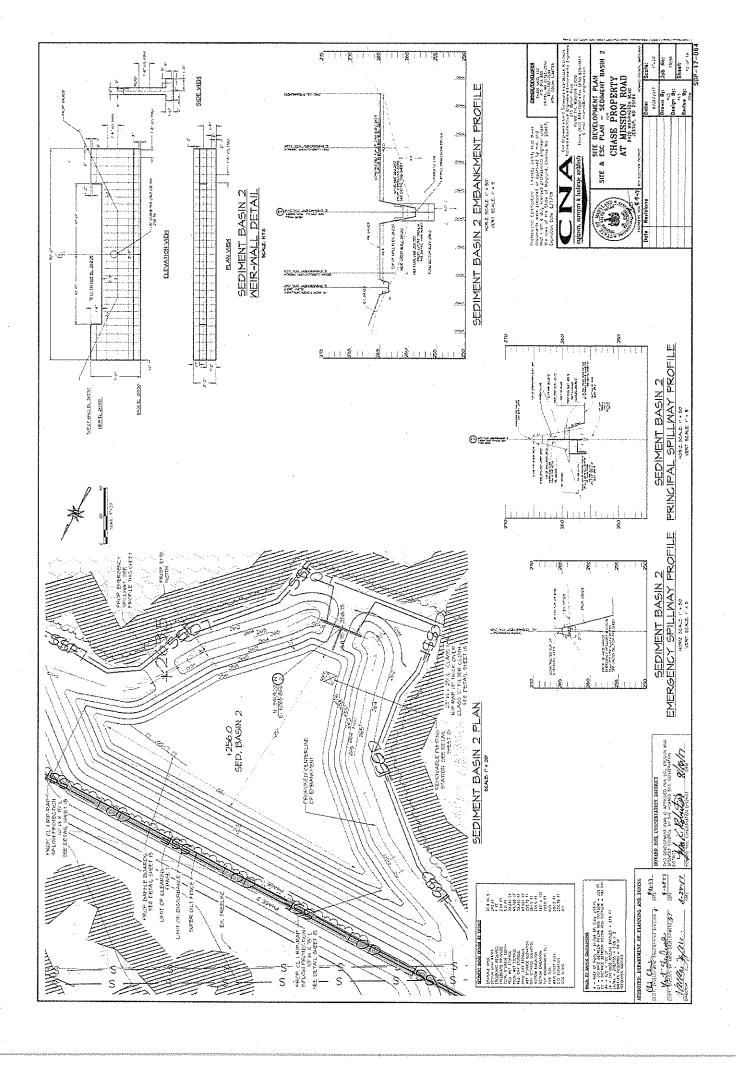


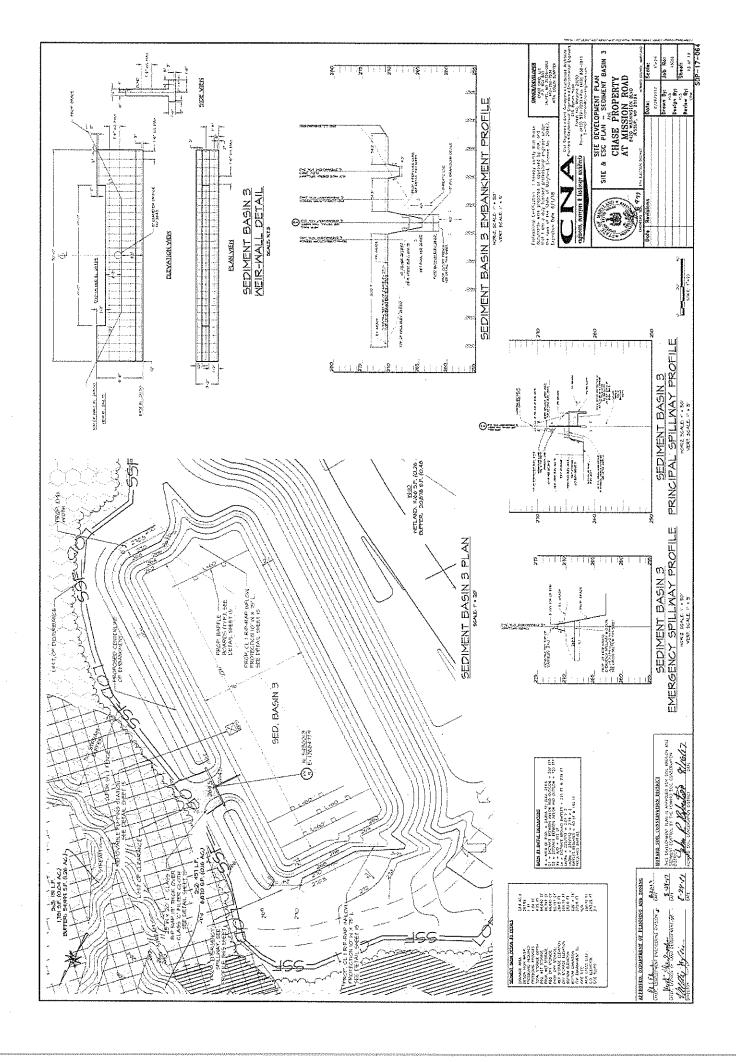


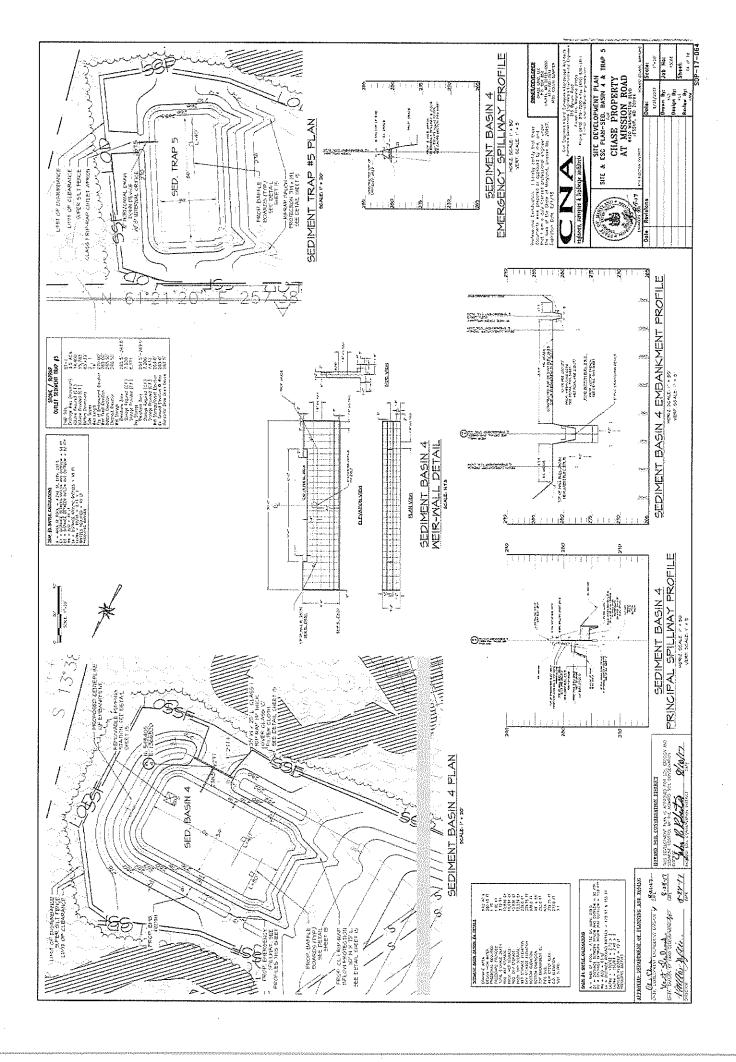


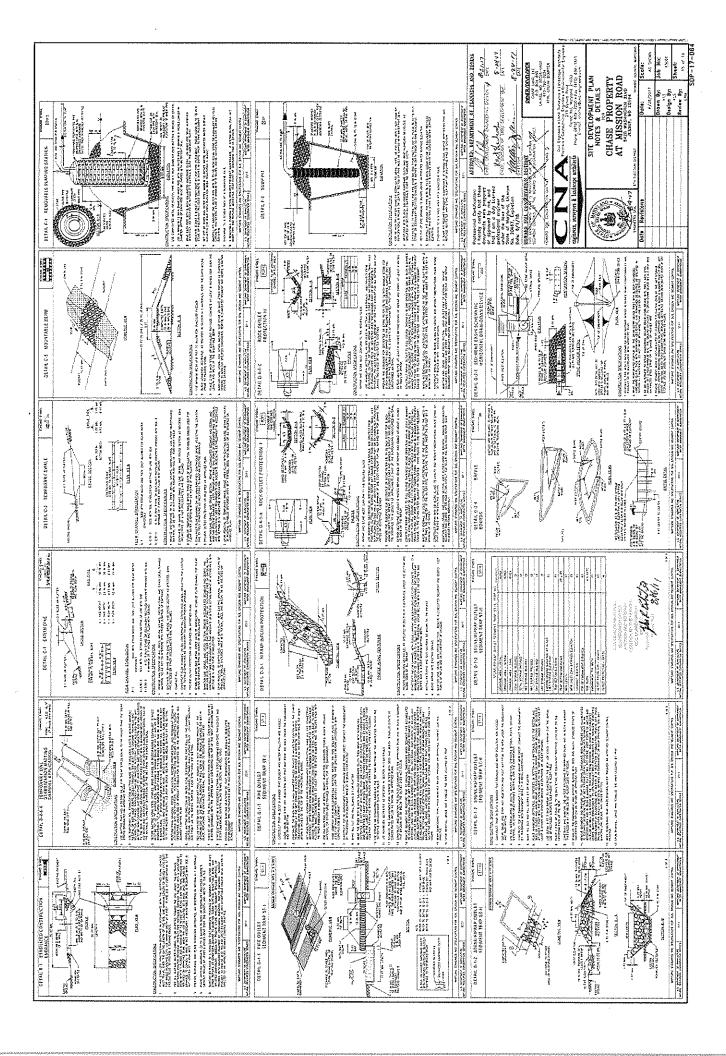


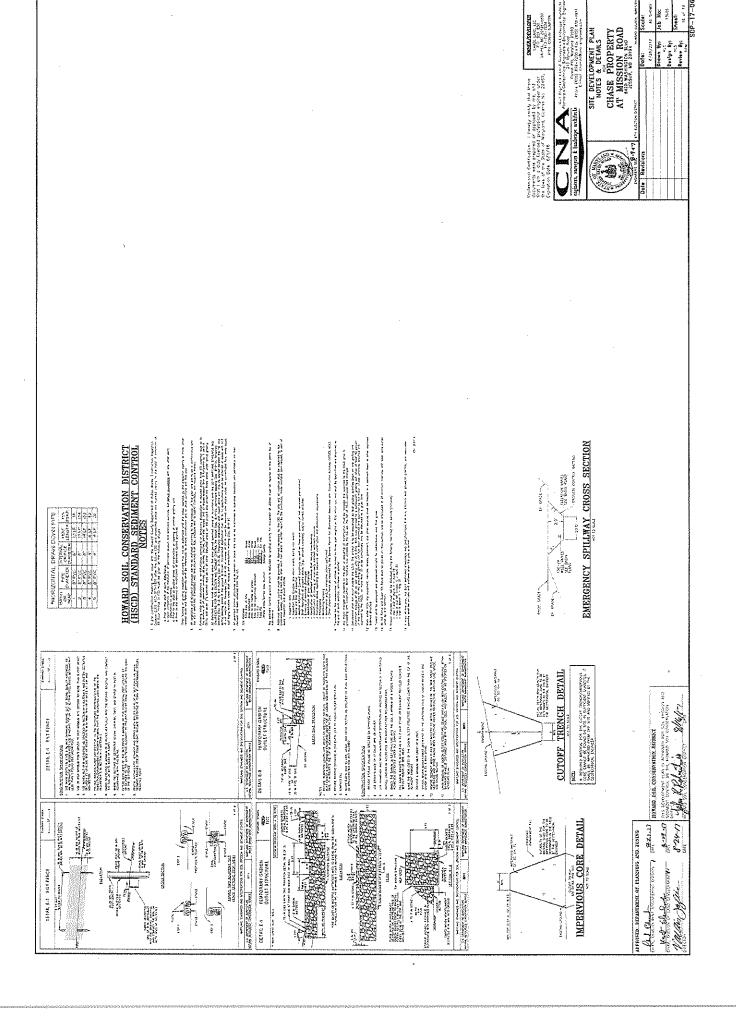












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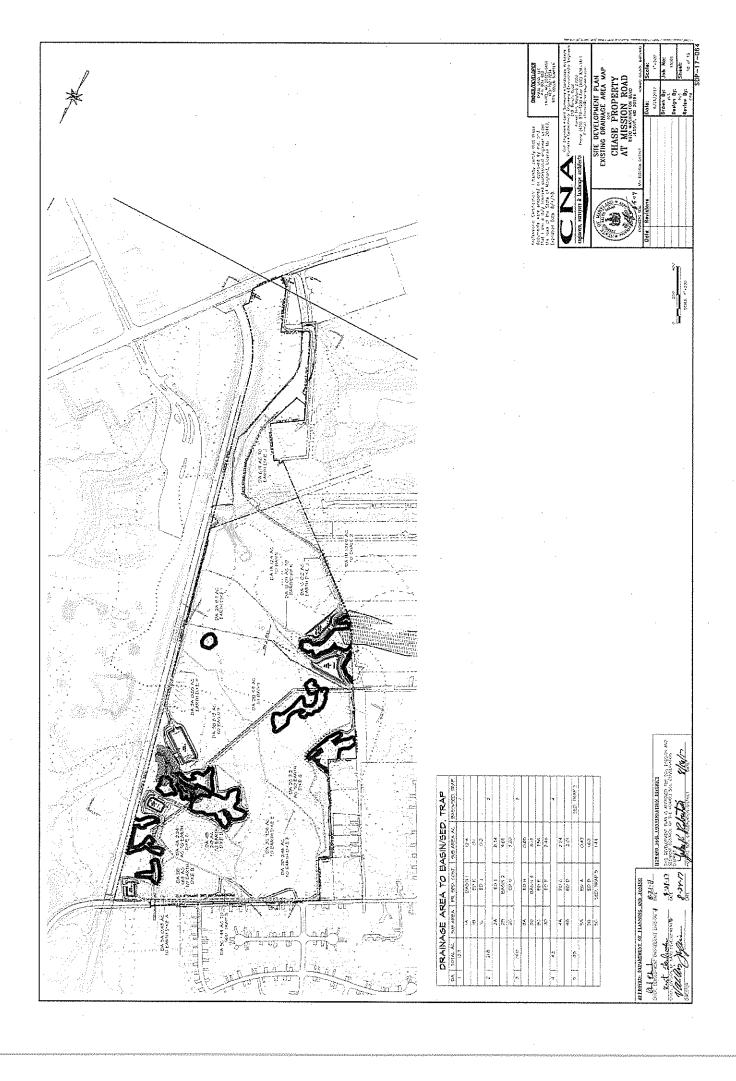
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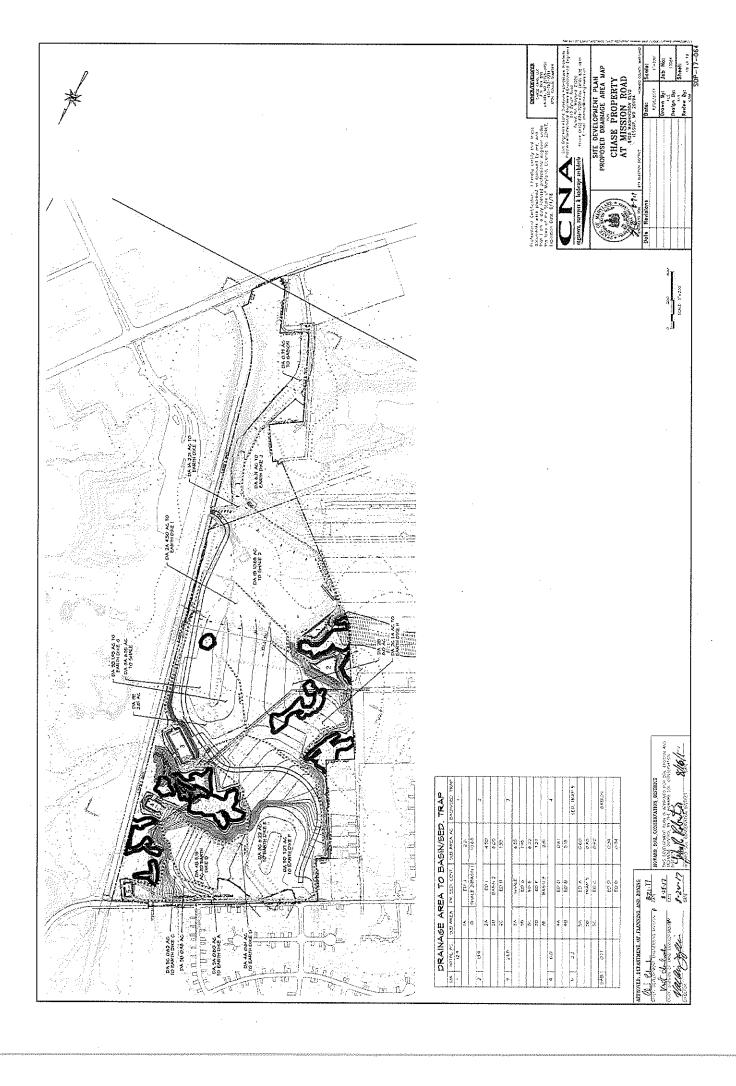


EXHIBIT D

DESCRIPTION OF ROADWAY LAND

See attached.

31 of 33



Exhibit D Project No. C-0352 Plat No. C-0352-5

Land Description for Fee Simple Acquisition Chase Limited Partnership to Howard County Being part of Parcel 235 of Tax Map 43, Howard County, Maryland

BEGINNING FOR THE SAME at a point located North 24°15'44" West 494.11 feet and South 76°09'15" East 94.51 feet from the end of the tenth or South 24°15'44" East 604.47 feet line of a conveyance described in a deed from Chase Manhattan Mortgage and Realty Trust to Howard County dated February 16, 1979 as recorded among the Land Records of Howard County in Liber CMP 930, Folio 447; thence departing said point so fixed, for new lines of division with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

- 1. North 16°55'41" East for a distance of 262.07 feet to a point; thence
- 2. By a tangent curve to the left, having a radius of 585.00 feet, an arc length of 457.90 feet, being subtended by a chord bearing North 5°29'44" West for a distance of 446.30 feet; thence
- 3. North 27°55'09" West for a distance of 106.76 feet to a point; thence
- 4. By a tangent curve to the right, having a radius of 590.00 feet, an arc length of 161.61 feet, being subtended by a chord bearing North 20°04'19" West for a distance of 161.10 feet to intersect a proposed new line of division; thence binding on said proposed new line of division
- 5. North 41°54'40" East for a distance of 103.15 feet to a point; thence departing said proposed new line of division
- 6. By a non-tangent curve to the left, having a radius of 510.00 feet, an arc length of 200.27 feet, said curve being subtended by a chord bearing South 16°40'10" East for a distance of 198.99 feet; thence
- 7. South 27°55'09" East for a distance of 106.76 feet to a point; thence
- 8. By a tangent curve to the right, having a radius of 665.00 feet, an arc length of 520.52 feet, said curve being subtended by a chord bearing South 05°29'44" East for a distance of 507.33 feet; thence
- 9. South 16°55'41" West for a distance of 257.77 feet to a point; and thence
- 10. North 76°09'15" West for a distance of 80.12 feet to the point of beginning.

CONTAINING 82,904 square feet or 1.903 acres of land, per my survey calculation.

Page 1 of 2 1630 Robin Circle Forest Hill, Maryland 21050 443-652-6141 Fax: 410-838 Asigust 23, 2018

E-mail: cnamail@cna-engineers.com

CNA, LLC 1630 Robin Circle Forest Hill, MD 21050

BEING part of the same land as conveyed in a deed dated January 3, 1996 by and between Kingdon Gould and Chase Limited Partnership as recorded among the Land Records of Howard County in Liber MDR 5867, Folio 368.

This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

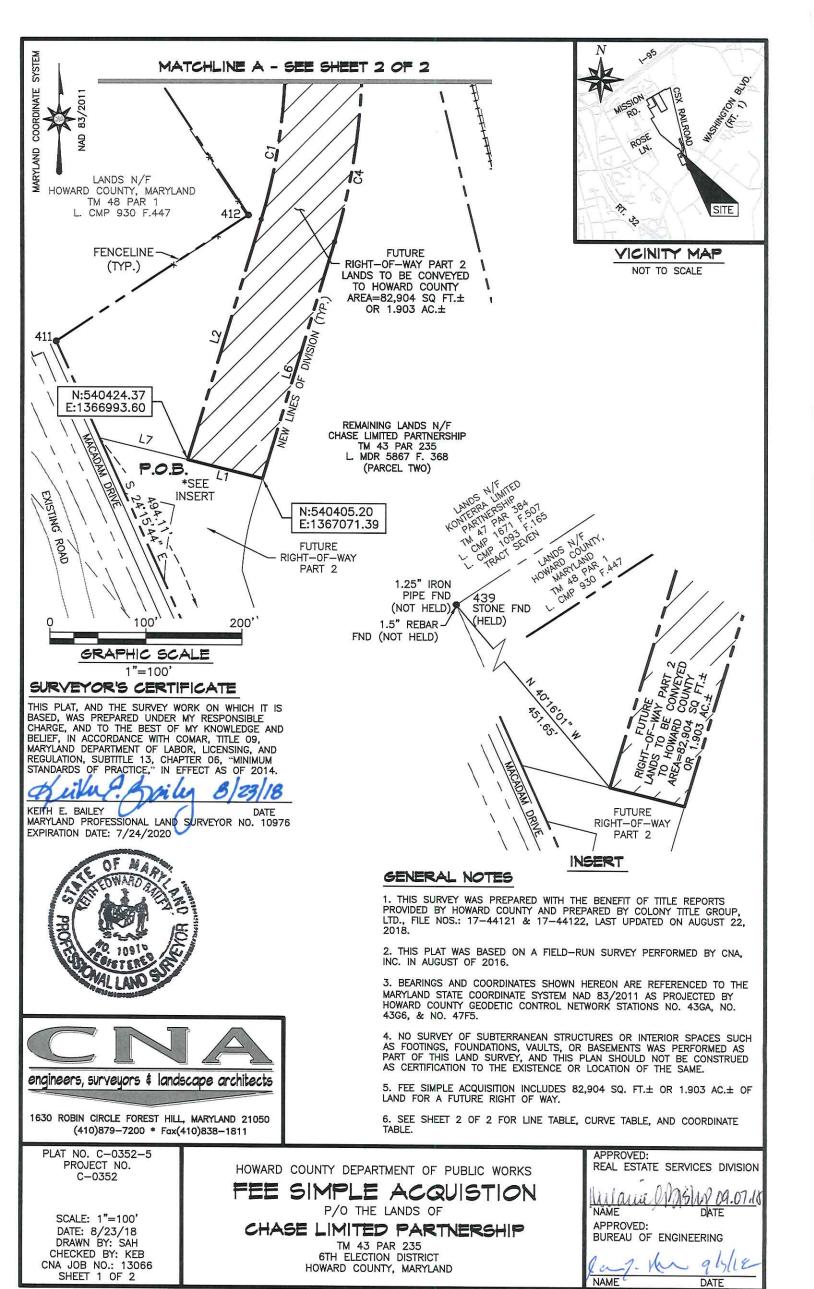
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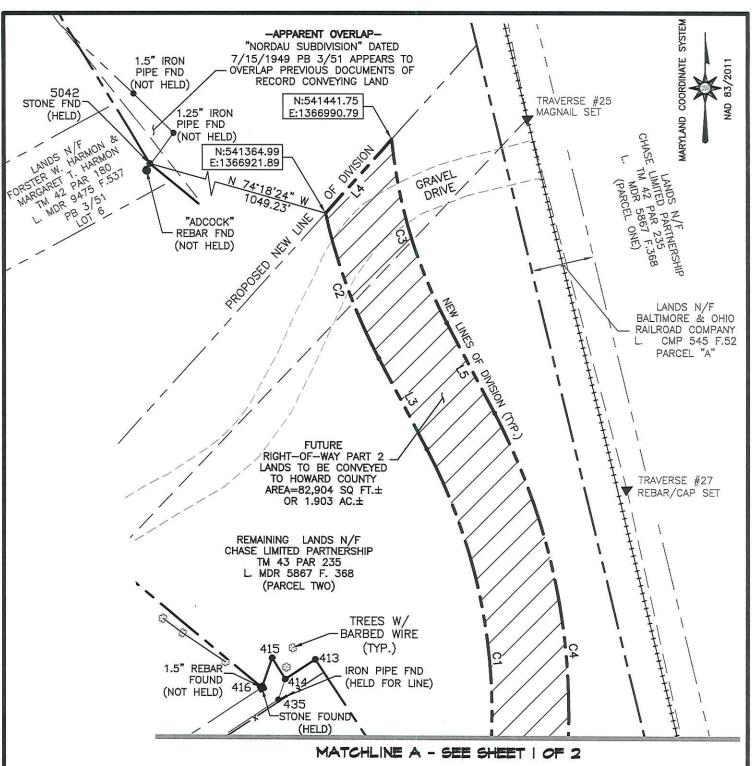
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416 540870.51 1366855 LINE TABLE

LINE	BEARING	DISTANCE
L1	N 76'09'15" W	80.12'
L2	N 16'55'41" E	262.07
L3	N 27'55'09" W	106.76'
L4	N 41'54'40" E	103.15
L5	S 27'55'09" E	106.76'
L6	S 16'55'41" W	257.77
L7	N 76'09'15" W	94.51

100 200' GRAPHIC SCALE 1"=100

engineers, surveyors \$ landscape architects

1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050 (410)879-7200 * Fax(410)838-1811

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	457.90'	585.00'	44'50'50"	N 05'29'44" W	446.30'
C2	161.61'	590.00'	15'41'39"	N 20'04'19" W	161.10'
С3	200.27	510.00'	22'29'57"	S 16'40'10" E	198.99'
C4	520.52'	665.00'	44'50'50"	S 05'29'44" E	507.33'

PLAT NO. C-0352-5 PROJECT NO. C-0352

SCALE: 1"=100' DATE: 8/23/18 DRAWN BY: SAH CHECKED BY: KEB NA JOB NO.: 13066 SHEET 2 OF 2 CNA JOB NO .:

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISTION

P/O THE LANDS OF

CHASE LIMITED PARTNERSHIP

TM 43 PAR 235 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND

APPROVED: REAL ESTATE SERVICES DIVISION
Manie Phishy 09.07.18
NAME DATE
APPROVED: BUREAU OF ENGINEERING
la 7 de 9 1/1/2
NAME DATE

EXHIBIT E-1

DESCRIPTION OF EASEMENT AREA

See attached.

32 of 33

EXECUTION VERSION		**
Purchase and Sale Agreement Effective Date:	- Schools	Site (Capital Project C0352)
Effective Date:	114	, 2018



Exhibit E-1 Project No. C-0352 Plat No. C-0352-6

nool Site Purchase

Land Description for Ingress/Egress Easment

Howard County to Chase Limited Partnership

Being part of Parcel 235 of Tax Map 43, Howard County, Maryland

BEGINNING FOR THE SAME at a point distant South 14°51'28" West 397.60 feet from a stone found at the beginning of the 22nd or North 50°48'56" West 1222.01 feet line of the secondly described parcel in deed from Kingdon Gould and Chase Limited Partnership as recorded among the Land Records of Howard County Liber MDR 5867 at Folio 368; thence running through the lands herein described, and with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

- 1. By a curve to the right, having a radius of 590.00 feet, an arc length of 115.93 feet, said curve being subtended by a chord bearing North 17°51'15" West for a distance of 115.74 feet to a point; thence
- 2. North 41°54'40" East for a distance of 103.15 feet to a point; thence
- 3. By a curve to the left, having a radius of 510.00 feet, an arc length of 123.49 feet, said curve being subtended by a chord bearing South 12°21'24" East for a distance of 123.19 to a point; and thence
- 4. South 41°54'40" West for a distance of 89.49 feet to the point of beginning.

CONTAINING 9545 square feet or 0.219 acres of land, per my survey calculation.

BEING part of the same land as conveyed in a deed dated January 3, 1996 by and between Kingdon Gould and Chase Limited Partnership as recorded among the Land Records of Howard County in Liber MDR 5867, Folio 368.

This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

Keith E. Bailey

Maryland Professional Land Surveyor No. 10976

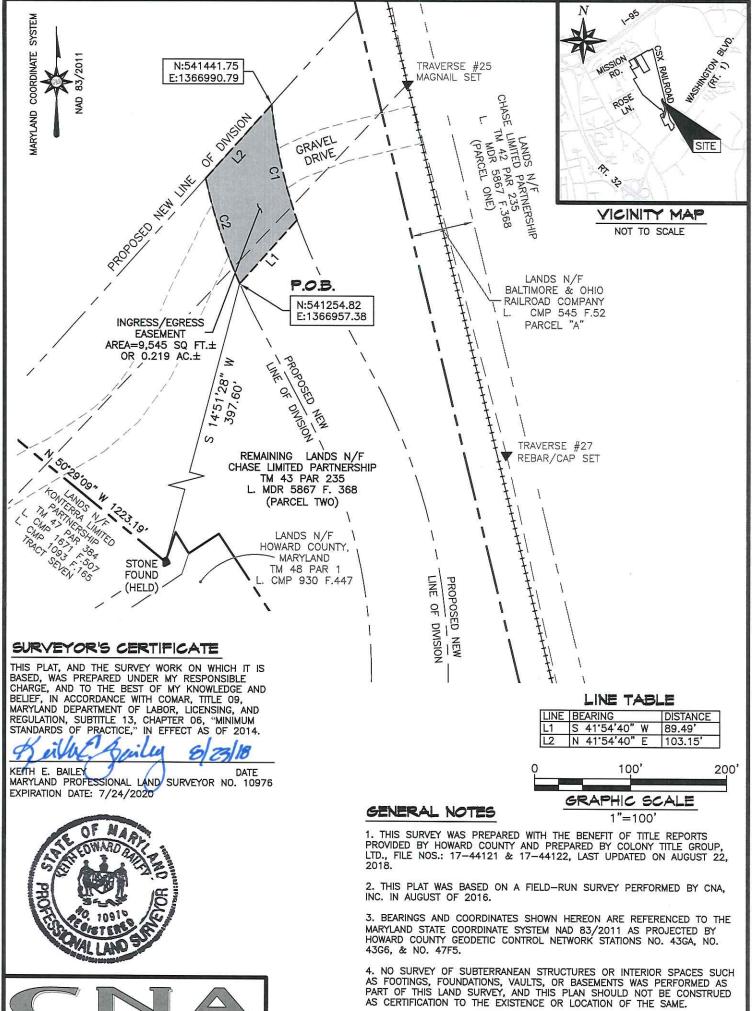
Expiration Date: 7/24/2020

I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Agreement\Revise 2018.06\Exhibit E-1.1_13066_mission_descP235-

Page 1 of 1

1630 Robin Circle A Forest Hill, Maryland 21050 A 443-652-6141 A Fax: 410-838 A Guest 23, 2018

E-mail: cnamail@cna-engineers.com





engineers, surveyors \$ landscape architects

1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050 (410)879-7200 * Fax(410)838-1811

5. INGRESS/EGRESS EASEMENT AREA INCLUDES 9,545 SQ. FT. \pm OR 0.219 AC. \pm OF LAND. CIRVE TARIE

	SULTE INDEE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
C1	123.49'	510.00'	13'52'25"	S 12°21'24" E	123.19'	
C2	115.93'	590.00'	11'15'30"	N 17'51'15" W	115.74	

T NO. C-0352-6 PROJECT NO. C-0352

SCALE: 1"=100' DATE: 8/23/18 DRAWN BY: SAH CHECKED BY: KEB CNA JOB NO.: 13066 SHEET 1 OF 1 HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

INGRESS/EGRESS EASEMENT

P/O THE LANDS OF

CHASE LIMITED PARTNERSHIP

TM 43 PAR 235 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND

APPROVED: REAL ESTATE SERVICES DIVISION Mulane Mysley 09.07.18 NAME APPROVED: BUREAU OF ENGINEERING Muyldie NAME DATE

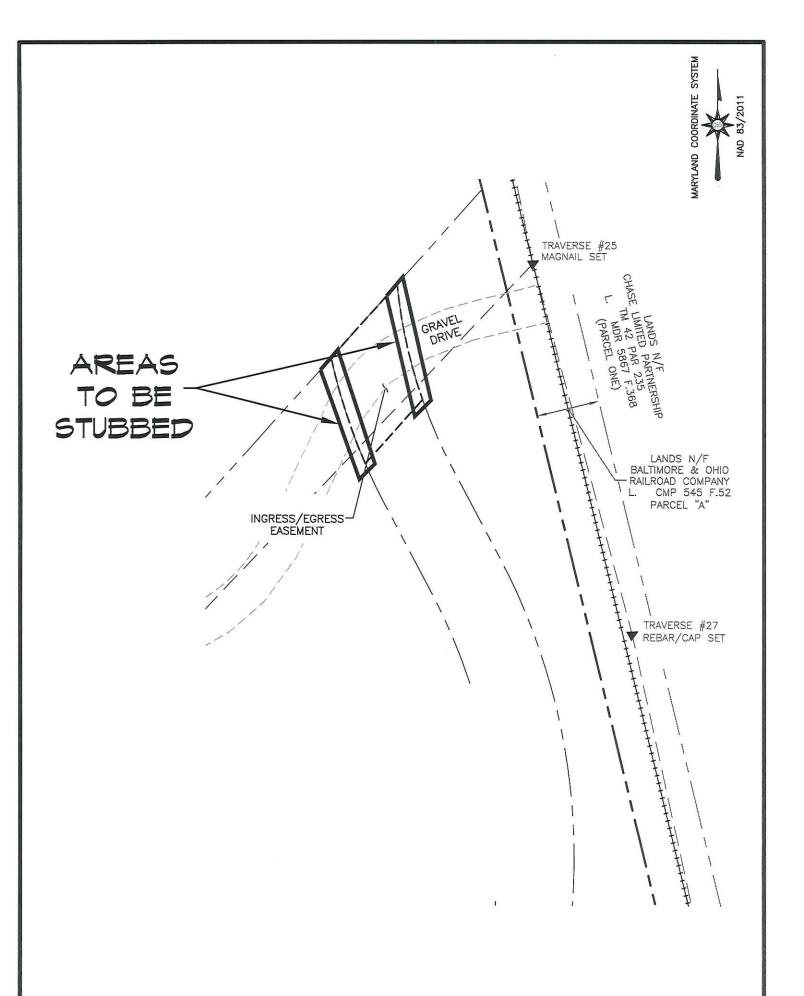
EXHIBIT E-2

AREAS FOR TERMINUS OF NEW ROAD

See attached.

33 of 33

EXECUTION VERSION
Purchase and Sale Agreement + Schools Site (Capital Project C0352)
Effective Date: _______, 2018





1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050 (410)879-7200 * Fax(410)838-1811

PLAT NO. C-0352-7 PROJECT NO. C-0352

SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 1 OF 1

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

AREAS TO BE STUBBED

P/O THE LANDS OF

CHASE LIMITED PARTNERSHIP

TM 43 PAR 235 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND APPROVED:
REAL ESTATE SERVICES DIVISION

WHAT PASH OF DATE

APPROVED:

APPROVED: BUREAU OF ENGINEERING

NAME DATE