

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 14<sup>th</sup> day of September 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 ("Chase") and ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership, formerly known as Konterra Limited Partnership, a Maryland limited partnership ("Annapolis Junction" and collectively with Chase, "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 "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 of Howard County, Maryland (the "Land Records") at Liber 5867, folio 368 consisting of approximately 228.27 acres; and

"Parcel 548": Identified on Howard County Tax Map 48 as Parcel 548 Parcel B as shown on Plat 14979 in the Land Records and consisting of approximately 0.99 acres and by deed dated December 10, 2004 recorded among the Land Records at Liber 8861, folio 425; and

WHEREAS, Annapolis Junction is the owner of that certain parcel of real property located in Howard County, Maryland (the "Total Annapolis Junction Land") and more particularly identified on Howard County Tax Map 47 as Parcel 384 and as part of the property conveyed by deed dated April 15, 1987 recorded among the Land Records at Liber 1671, folio 507 consisting of approximately 39.41 acres; and

WHEREAS, Purchaser desires to acquire certain portions of the Total Chase Land and Total Annapolis Junction Land for purposes of construction of a public water tower and appurtenances 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 and Total Annapolis Junction Land for construction of a public water tower and appurtenances by consensual sale in lieu of condemnation; and

WHEREAS, Purchaser is the owner of that certain parcel of real property located in Howard County, Maryland (the "Original County Tract") and more particularly identified on Howard County Tax Map 48 as Parcel 1 and by deed dated February 16, 1979 recorded among the

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Land Records at Liber 930, folio 447 (the “**Original County Tract Deed**”) consisting of approximately 2.46 acres; and

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

WHEREAS, in lieu of a condemnation of portions of the Total Chase Land and Total Annapolis Junction 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 and Total Annapolis Junction Land; and

WHEREAS, Chase and Purchaser have entered into a Purchase and Sale Agreement of even date herewith for the purchase and sale of additional land as described in the MOU, which land is being graded and prepared for the Purchaser’s intended use as school sites (the “**School Site Agreement**”); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property (as 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. **Sale and Purchase.** 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 those certain pieces or parcels of land as more particularly described on **Exhibit A** 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. **Purchase Price and Manner of Payment.** The purchase price for the Property (the “**Purchase Price**”) shall be Five Million Five Hundred One Thousand Four Hundred Dollars (\$5,501,400.00), payable in cash or other immediately available funds at Closing (as hereinafter defined), plus the value of the County Parcel (as hereinafter defined), subject to adjustments for credit and prorations as provided for in this Agreement. The cash portion of the Purchase Price shall be allocated between Chase and Annapolis Junction based upon the acreage each is conveying to the County.

A. Within ten (10) days after the Effective Date, Purchaser will deliver to Seller the sum of Sixty-Four Thousand Six Hundred Fifty-One Dollars and Seventy-Seven Cents

(\$64,651.77) (the “**Survey and Plan Deposit**”), which Survey and Plan Deposit shall be non-refundable to Purchaser in all events but shall be applicable to the Purchase Price (as hereinafter defined) in the event Closing is consummated hereunder. Within ten (10) days after the Effective Date, Purchaser will deliver to Colony Title (the “**Escrow Agent**”), acting as escrow agent, the sum of Fifty Thousand Dollars (\$50,000.00) (the “**Purchase Deposit**” and collectively with the Survey and Plan Deposit, the “**Deposits**”) 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 Deposits 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 Purchase Deposit shall be non-refundable to Purchaser except as otherwise expressly provided in this Agreement.

B. In addition to the Purchase Price, Purchaser shall convey to Seller at the time provided in Section 13.D of this Agreement (the “**County Parcel Transfer Date**”) all of Purchaser’s right, title, and interest in and to that certain real property, being a portion of the Original County Tract, as more particularly described on Exhibit B attached hereto and made a part hereof, together with all easements, rights, appurtenances, privileges and other property interests existing thereon and benefiting, belonging, or pertaining thereto (the “**County Parcel**”). The County Parcel shall be conveyed “as is”, “where is”, and “with all faults.” Seller acknowledges and agrees that Purchaser may abandon existing water lines in place on the County Parcel. The agreed upon value of the County Parcel is Three Hundred Thirty Thousand Dollars (\$330,000.00). Purchaser’s obligations under this Section 2.B shall survive the Closing or earlier termination of this Agreement.

Section 3(A). **Purchaser’s 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 Purchase 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, 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, partners, 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, partners, and representatives. Nothing contained in this Agreement shall be construed as the County having waived any of the defenses of immunity provided to it under law. Purchaser's obligations under this Section 3(A).C shall survive the Closing or earlier termination of this Agreement for a period of two (2) years.

Section 3(B). **Seller's Inspection Period.**

A. Seller may terminate this Agreement at any time during the Inspection Period should Seller determine, in its reasonable discretion, that the County Parcel is not suitable in all respects for Seller's intended use of the County Parcel or Seller is not satisfied with the results of any tests, surveys, reports, title search, title commitment, market analysis or other studies regarding the County Parcel, by giving written notice to Purchaser of the termination of this



Agreement, whereupon the Purchase 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, Purchaser shall deliver to Seller copies of all documents, reports and papers relating to the County Parcel, which have not already been delivered to Seller but are in Purchaser's or Purchaser's agents' possession or reasonably available to Purchaser, including, without limitation, engineering evaluations or studies, 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 County Parcel, and information concerning any other improvements installed or placed upon the County Parcel, or to be installed or placed upon the County Parcel, leases, licenses and/or management agreements, contracts, permits, and other similar agreements relating to the County Parcel. If this Agreement is terminated for any reason prior to Closing, all such information and data shall be returned promptly to Purchaser upon Purchaser's request.

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

C. Seller shall and shall require its contractors and agents to maintain commercial general liability insurance in an amount not less than \$2,000,000 during the Seller Inspections. Seller shall indemnify, defend, and hold harmless Purchaser and Purchaser's officers, directors, agents, employees, 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 Seller's entry or arising from the gross negligence or willful misconduct of Purchaser. Seller's obligations under this Section 3(B).C shall survive the Closing or earlier termination of this Agreement for a period of two (2) years.

Section 4(A). **Purchaser's Title and Survey.**

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(A).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.

C. 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 Purchase 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 or the Title Company at the Closing instruments sufficient to satisfy the Liens, together with the costs of recording or filing said instruments. Seller further agrees to reasonably cooperate with Purchaser's attempts to cause the dedication of that portion of Lot A-2, which Lot A-2 is more particularly shown on that certain plat of subdivision recorded among the Land Records as Plat No. 23871 entitled "Revision Plat, Columbia Junction, Section 3 – Lot A-2 (Retail Center)", said portion of such Lot A-2 being the westerly half of the private road labeled on such plat as "Existing 66' Private Ingress & Egress Easement Plats 14978 and 14979 for Parcels A and B". A form of the deed for conveying the fee simple area of the private access easements to the County is attached hereto as **Exhibit C**.

Section 4(B). **Seller's Title and Survey.**

A. At Seller's sole cost and expense, Seller may obtain a title commitment with respect to the County Parcel (the "**Seller Title Report**") issued by a title company selected by Seller (the "**Seller Title Company**"). On or before the expiration of the Inspection Period, Seller shall deliver a notice to Purchaser setting forth Seller's objections to the Seller Title Report. Unless Seller shall object to any such item in the Seller Title Report on or before the expiration of the Inspection Period, Seller shall be deemed to have consented to the Seller Title Report and all such exceptions shall be permitted (the "**Seller Permitted Exceptions**"); provided that Purchaser shall remain obligated to satisfy all Purchaser Liens (as hereinafter defined) pursuant to Section 4(B).D below.

B. Seller, at Seller's sole cost and expense, shall have the right to have an ALTA survey of the County Parcel (the "**Seller Survey**") prepared on or before the expiration of the Inspection Period. If Seller has any objections to the Seller Survey, Seller shall deliver a copy of such Seller Survey to Purchaser and shall provide a notice setting forth Seller's specific objections to or on the matters shown on the Seller Survey before the expiration of the Inspection Period. If Seller does not make any such objections on or before the expiration of the Inspection Period, Seller shall be deemed to have consented to all matters that are shown on such Seller Survey, other than the Purchaser Liens, and all such matters shall be Seller Permitted Exceptions.

C. Any title or Seller Survey matters to which Seller makes timely objections or comments shall be herein collectively called the "**Seller Unacceptable Encumbrances**." Purchaser may elect (but shall not be obligated other than with respect to the Purchaser Liens) to remove, or cause to be removed at Purchaser's expense, any Seller Unacceptable Encumbrances, in form and substance satisfactory to Seller in its reasonable discretion, prior to Closing. Purchaser shall notify Seller in writing within ten (10) business days after receipt of Seller's notice of Seller

Unacceptable Encumbrances whether Purchaser elects to cure the same. If Purchaser elects to remove the Seller Unacceptable Encumbrances, the same shall be removed on or before the Closing. If Purchaser does not respond to Seller's notice of Seller Unacceptable Encumbrances within said ten (10) business days, such failure to respond shall be deemed Purchaser's election not to remove any Seller Unacceptable Encumbrances. If Purchaser elects or is deemed to have elected not to remove any Seller Unacceptable Encumbrances, Seller may elect, as its sole and exclusive remedy, by written notice to Purchaser within twenty (20) business days following Purchaser's election or deemed election not to remove any Seller Unacceptable Encumbrances, to either (i) terminate this Agreement by written notice to Purchaser, in which case the Purchase 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 County Parcel subject to such Seller Unacceptable Encumbrances which Purchaser elected not to remove, without adjustment to the Purchase Price. If Seller does not respond to Purchaser as required in the preceding sentence, such failure to respond shall be deemed Seller's election to take title to the County Parcel subject to such Seller Unacceptable Encumbrances which Purchaser elected not to remove, without adjustment to the Purchase Price.

D. Purchaser agrees to satisfy all mortgages, deeds of trust, security agreements, construction or mechanics' liens, judgments against Purchaser, or other liens of a monetary nature (collectively, the "**Purchaser Liens**") secured by or affecting the County Parcel. Purchaser shall deliver to Seller or the Seller Title Company at the Closing instruments sufficient to satisfy the Purchaser Liens, together with the costs of recording or filing said instruments.

E. Notwithstanding anything to the contrary contained within this Section 4(B), Purchaser and Seller shall use commercially reasonable efforts to terminate or obtain title insurance to insure over those certain covenants and restrictions contained within the County Parcel, including, without limitation, the covenant and restriction that the Original County Tract "will be forever used only for a Water Storage Facility."

Section 4(C). Title to Twenty (20) Foot Strip along Original County Tract.

Seller shall take commercially reasonable legal actions (including appeals) necessary to attempt to obtain title to the twenty (20) foot strip of land between the Original County Tract and the Total Annapolis Junction Land as more particularly shown on **Exhibit I-1** attached hereto and made a part hereof (the "**20 Foot Strip**") and shall proceed diligently in such attempt. As of the date of this Agreement, Seller has filed a Verified Complaint for Declaratory Judgment in the Circuit Court of Maryland for Howard County, Case Number C-13-CV-18-000261. At Closing, the Seller shall quit claim its interest in the portions of said 20 Foot Strip to be conveyed to the County, as shown on **Exhibit I-2** attached hereto and made a part hereof. In the event that Seller is unable to obtain title to the 20 Foot Strip at or prior to Closing, Seller and Purchaser shall negotiate diligently and in good faith regarding access to the County's existing water tower and regarding a location for the County's intended new public water tower.

Section 5. Conditions Precedent to Closing.

A. Conditions Precedent to Purchaser's Obligations to Close. 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) Representations and Warranties; Covenants. 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) Delivery of Closing Documents. Seller shall have delivered each of the Closing documents required to be delivered under Section 6.B of this Agreement.

(iii) Approval of Disposition by County Council. The Howard County Council shall have approved the disposition and transfer of the County Parcel from Purchaser to Seller.

(iv) Ownership of 20 Foot Strip. The Seller shall have obtained title to the 20 Foot Strip of land between the Original County Tract and the Total Annapolis Junction Land and Chase Parcel, as the case may be, in accordance with Section 4(C) of this Agreement.

B. Conditions Precedent to Seller's Obligation to Close. 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:

(i) Representations and Warranties; Covenants. 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) Delivery of Closing Documents. Purchaser shall have delivered each of the Closing documents required to be delivered under Section 6.C of this Agreement.

(iii) Approval of Disposition by County Council. The Howard County Council shall have approved the disposition and transfer of the County Parcel from Purchaser to Seller.

(iv) Alternative Compliance Application. DPZ (as hereinafter defined) shall have granted final, unappealable approval of the Alternative Compliance Application (as hereinafter defined).

(v) Grading and Construction Work Permits and Approvals. Seller shall have received all governmental authorizations, permits, and approvals necessary to commence and to perform the Grading and Construction Work (as hereinafter defined) and New Road Grading (as hereinafter defined), which the parties acknowledge occurred prior to the Effective Date.

(vi) Ownership of 20 Foot Strip. The Seller shall have obtained title to the 20 Foot Strip of land between the Original County Tract and the Total Annapolis Junction Land and Chase Parcel, as the case may be, in accordance with Section 4(C) of this Agreement.

C. Termination. 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 Purchase Deposit shall be returned to Purchaser, or (ii) waive such conditions precedent and proceed to Closing. 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 later of (i) the end of the Inspection Period, or (ii) the completion of all conditions precedent to Closing (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) Deeds duly executed and acknowledged by Seller, conveying the Property to Purchaser in the form attached hereto and made a part hereof as Exhibit D-1 and Exhibit D-2 (as may be modified for an adjoinder deed transfer in accordance with Section 12.B hereof) (collectively, the "**Seller Deeds**") 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.

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(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 or the Seller Title Company.

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.

(ii) The Settlement Statement, duly executed by Purchaser.

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 Seller Deeds are executed, delivered to and accepted by Purchaser. 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 County Parcel and the risk of damage to or destruction of the County Parcel by fire, storm, burglary, vandalism, or other casualty are assumed by Purchaser until the Purchaser Deeds (as hereinafter defined) are executed, delivered to and accepted by Seller. 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. If, prior to the County Parcel Transfer Date, all or any portion of the County Parcel is damaged by fire or any other cause, Purchaser shall promptly give Seller written notice of such damage, and this Agreement shall continue in full force and effect.

Section 8. **Closing Adjustments and Prorations.**

A. **Taxes and Assessments.** All real property taxes, ground rents, and all other public or governmental charges or assessments, general or special, against the Property or County Parcel (including benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements) shall be adjusted as of the Closing Date or County Parcel Transfer Date, as applicable, on the basis of actual bills therefor, if available, and shall be assumed and paid thereafter by the applicable transferee, whether assessments have been levied or not as of the Closing Date or County Parcel Transfer Date, as applicable. 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 or the County Parcel 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. Closing Costs. 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 Purchaser Deeds (as hereinafter defined); (ii) all state and county recordation and transfer taxes imposed upon or payable in connection with the recordation of the Seller Deeds, and one half of all state and county recordation and transfer taxes imposed upon or payable in connection with the recordation of the Purchaser Deeds; (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 shall pay (i) the costs of the Grading and Construction Work and New Road Grading as provided herein, (ii) Sellers' legal fees; (iii) all premiums, fees, and costs associated with the issuance of the Seller 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 Seller Survey if Seller so elects to obtain such Seller Survey; (v) all expenses incurred by Seller or its representatives in inspecting or evaluating the County Parcel; and (vi) one half of all state and county recordation and transfer taxes imposed upon or payable in connection with the recordation of the Purchaser Deeds.

C. The rights and obligations of the parties under this Section 8 concerning adjustments, prorations, and closing costs in connection with the conveyance of the County Parcel shall survive the Closing of this Agreement.

Section 9. Waiver and Release.

A. 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

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EXECUTION VERSION  
Purchase and Sale Agreement - Water Tower (Capital Project C0352)  
Effective Date: 9/14, 2018



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.

B. 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. **Seller's Representations and Warranties.** 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. **Organization.** Chase is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Maryland. Annapolis Junction is a limited partnership duly formed, validly existing, and in good standing under the laws of the State of Maryland.

B. **Authority.** Chase 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 Chase has all requisite authority to do so. Annapolis Junction 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 Annapolis Junction has all requisite authority to do so.

C. Bankruptcy. 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. Other Sales Agreements. Seller has not entered into any other contract to sell the Property or any part thereof which is currently in effect.

E. Agreements; Leases. 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 and except regarding the Grading and Construction Work and the New Road Grading. 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 except as provided in this Agreement. 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. Foreign Person. 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. No Conflicts. 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. Seller's Title. 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 the Permitted Exceptions.

I. Lawsuits relating to Property. 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.

J. Hazardous Material. 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. Violations. 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. Compliance with Law and Permits. 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.

M. Sale of Assets. 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. **Purchaser's Representations and Warranties.** As a material inducement for Seller to enter into this Agreement, Purchaser represents and warrants to Seller as of the Effective Date, as of the Closing Date, and as of the date of delivery of the executed Purchaser Deeds to Seller as follows:

A. **Authority.** 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 upon the requisite approval of the County Council of Howard County for the disposition of the County Parcel. Each person executing this Agreement on behalf of Purchaser has all requisite authority to do so.

B. **No Conflicts.** 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.

C. **Foreign Person.** Purchaser is not a "foreign person" as such term is defined in Section 1445 of the Code, and the conveyance of the County Parcel is not subject to the federal income tax withholding requirements of such section of the Code.

D. **Other Sales Agreements.** Purchaser has not entered into any other contract to sell the County Parcel or any part thereof which is currently in effect.

E. **Agreements; Leases.** No management, employment, service, equipment, supply, maintenance, or other third party agreements with respect to or affecting the County Parcel or any part thereof, will affect or burden the County Parcel after Closing. There are no leases, rental agreements, licenses, license agreements or other occupancy agreements with anyone in effect which will affect the County Parcel or any part thereof after Closing. To the best of the Purchaser's knowledge there exist no unrecorded rights-of-way, easements, liens, or encumbrances affecting the County Parcel or any part thereof.

F. **Purchaser's Title.** The Purchaser, as to each parcel comprising the County Parcel, is the sole owner of the County Parcel and has good and marketable fee simple title to the County Parcel subject to the Seller Permitted Exceptions.

G. **Lawsuits relating to County Parcel.** There is no suit, proceeding, or litigation pending, or to the Purchaser's knowledge threatened in writing, against, or relating to the County Parcel, nor does the Purchaser 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 County Parcel.

H. Hazardous Material. Except for such matters as may be disclosed in any environmental report provided to Seller by Purchaser pursuant to the terms of this Agreement, and except for such matters as may be disclosed in any environmental report obtained by Seller prior to the Effective Date, Purchaser has no knowledge of any Hazardous Material at, upon, under, or within the County Parcel. Except for such matters as may be disclosed in any environmental report provided to Seller by Purchaser pursuant to the terms of this Agreement, and except for such matters as may be disclosed in any environmental report obtained by Seller prior to the Effective Date, Purchaser has no knowledge of (i) any landfill on the County Parcel, (ii) any construction debris which has been buried or placed on the County Parcel, or (iii) any Hazardous Material which has been buried or placed on the County Parcel.

I. Violations. There has not been issued to the Purchaser 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 County Parcel or any part thereof, (ii) any right-of-way, easement or other encumbrance affecting the County Parcel, either as the servient or dominant estate, or (iii) any covenant, restriction or condition imposed upon the County Parcel or any part thereof by any instrument in the chain of title to the County Parcel, or otherwise affecting title to the County Parcel.

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

Section 12. Covenants.

A. Litigation. 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. Beginning on the Effective Date and continuing until Purchaser delivers the executed Purchaser Deeds to Seller, Purchaser will advise Seller promptly of any litigation, arbitration proceeding, or administrative hearing which concerns or affects the County Parcel in any manner.

B. Alternative Compliance. Within thirty (30) days after the Effective Date, Seller and Purchaser shall file an Alternative Compliance Application for a waiver of Section 16.147 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, via an adjoinder deed transfer, (i) the conveyance of the Property from Seller to Purchaser, and (ii) the conveyance of the County Parcel from Purchaser to Seller.

C. Grading. 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, and this Section 12.C shall survive Closing. 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. The Seller shall ensure that the County shall have access to the existing water tower at all times during the performance of the Grading and Construction Work and New Road Grading.

(i) 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 F** (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 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. 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, 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.

(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 the 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 F**), (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 F, 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 or other evidence reasonably satisfactory to Purchaser 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 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 the closing under the School Site Agreement for a period of two (2) 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.

(v) 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 F (“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 its construction of the public schools and that there are no traps/basins on the

Property as defined in this Agreement.

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 (i) install water lines for the existing and new water tank, and (ii) complete the construction of a public roadway (the "New Road") upon that certain real property, more particularly described on Exhibit G attached hereto and made a part hereof (the "Roadway Land"). The New Road shall consist of at least two (2) travel lanes, 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) foot width 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 potential sale by Seller and the potential 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.

B. Easement; Terminus of New Road; Future Easement. At Closing, Seller shall have the right to reserve an easement (the "Easement") in the Seller Deeds over the Roadway Land, allowing Seller to utilize the Roadway Land for purposes of accessing by vehicle one or more adjoining parcels of land owned by Seller and Washington Boulevard (U.S. Route 1) 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 the New Road shall terminate at the boundaries of the Roadway Land substantially in the area more particularly shown on Exhibit H attached hereto and made a part hereof, to permit Seller to connect to the New Road from one or more adjoining parcels of land owned by Seller. Seller may connect to the New Road, for purposes of vehicular access, in one or more additional locations reasonably agreeable to Seller and Purchaser for the development of one or more adjoining parcels of land owned by Seller, in accordance with the site development plans for such development. 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 and/or the Original County Tract 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 as reasonably agreed upon by Seller and Purchaser.

C. License. Seller shall have a non-exclusive, temporary, irrevocable right and license, coupled with an interest (the "License") to enter upon the Original County Tract and the Property solely for the purposes of (i) performing the Grading and Construction Work and New Road Grading, and (ii) accessing by vehicle one or more adjoining parcels of land owned by Seller. This License shall commence on the Closing Date and shall automatically terminate on the date



that Purchaser allows use of the New Road by the public at large.

D. Conveyance of County Parcel. Promptly following the earlier to occur of (i) the date that is five (5) years from the later of (A) the date of completion of the Grading and Construction Work or (B) the date Seller quitclaims to Purchaser Seller's interest in and to the 20 Foot Strip in accordance with Section 4(C) of this Agreement, or (ii) the date that Purchaser no longer has need to use the existing water lines on the County Parcel, Purchaser shall execute, acknowledge (as appropriate), and deliver to Seller: (w) deeds in the form attached hereto and made a part hereof as Exhibit E-1 and Exhibit E-2 (as may be modified for an adjoinder deed transfer in accordance with Section 12.B hereof) (the "Purchaser Deeds") and collectively with the Seller Deeds, the "Deeds") conveying the County Parcel to Seller; (x) an affidavit from Purchaser 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; (y) any affidavits and other documents reasonably and customarily required by the Seller Title Company; and (z) any and all adjustments, prorations, and closing costs of the County regarding the County Parcel pursuant to Section 8 of this Agreement. Prior to the delivery of the executed and acknowledged Purchaser Deeds to Seller, Purchaser shall not sell, convey, or otherwise encumber or permit the encumbrance of all or any portion of the County Parcel.

E. Survival. The terms, provisions, obligations, and covenants contained within this Section 13 shall survive the Closing.

Section 14. Intentionally Omitted.

Section 15. Remedies of the Parties.

A. 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 Purchase 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 Purchase 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 Purchase 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.

B. **Seller Default.** 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 Escrow Agent shall return the Purchase 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. **Modification.** This Agreement may not be changed or modified except by an agreement in writing signed by Seller and Purchaser.

Section 17. **Binding on Successors.** 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. **Notice.** 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  
Annapolis Junction Holdings, LP  
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

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. **Governing Law.** 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. **Use of Brokers.** Neither Seller nor Purchaser has dealt with any brokers or agents in connection with the transactions described in this Agreement.

Section 21. **Time.** 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. **Waiver.** 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. **Severability.** 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. **Gender.** 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. **Captions.** 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.

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

Section 28. **Counterparts.** 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. **Attorneys' Fees.** 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. **Recordation.** 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. **Conflicts of Interest.** 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. **Recitals.** 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.


[SIGNATURES APPEAR ON NEXT PAGE]

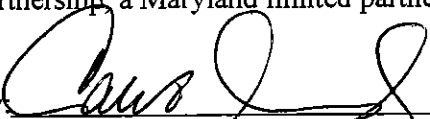
IN WITNESS WHEREOF, the Seller and Purchaser have caused this Purchase and Sale Agreement to be executed by its respective duly authorized officers under seal effective as of the Effective Date.

**SELLER:**

WITNESS/ATTEST:

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

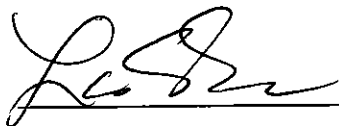
  
\_\_\_\_\_


By:  (SEAL)  
Name: Caleb C. Gould  
Title: Authorized Member

AND

ANNAPOLIS JUNCTION HOLDINGS, L.P., a Maryland limited partnership, formerly known as Konterra Limited Partnership, a Maryland limited partnership

By: GOULD PROPERTY COMPANY,  
its General Partner


  
\_\_\_\_\_

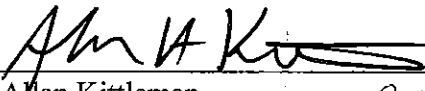
By:  (SEAL)  
Name: Caleb C. Gould  
Title: Vice President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

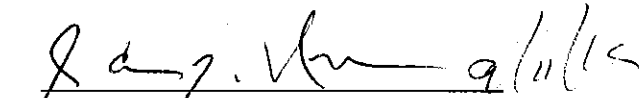
WITNESS/ATTEST:

HOWARD COUNTY, MARYLAND

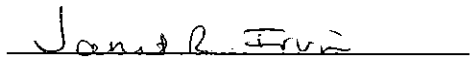
  
Lonnie R. Robbins  
Chief Administrative Officer

By:  (SEAL)  
Allan Kittleman  
County Executive  
9-11-18

APPROVED:

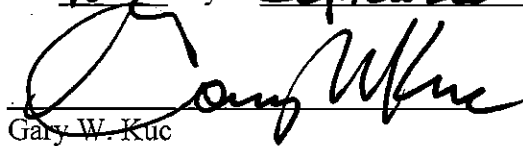
  
James M. Irvin, Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

  
Janet R. Irvin, Director  
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

this 10<sup>th</sup> day of September, 2018.

  
Gary W. Kuc  
County Solicitor

  
Lisa S. O'Brien, Reviewing Attorney  
Senior Assistant County Solicitor

[Purchase and Sale Agreement]

**JOINDER**

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

**ESCROW AGENT:**

WITNESS/ATTEST:

COLONY TITLE GROUP, LTD.

Kimberly Hill

By: [Signature] (SEAL)  
Name: Edward W. Fuller  
Title: President



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Summary

<b>Grantor</b>	<b>Parcel</b>	<b>Acreage - Use</b>
Annapolis Junction	Tax Map 47, P/O Parcel 384	.87 acres - Tower
Annapolis Junction	Tax Map 47, P/O Parcel 384	.172 acres - Road
Chase Land	Tax Map 43, P/O Parcel 235	.24 acres - Tower
Chase Land	Tax Map 48, P/O Parcel 548	.565 acres - Road
Chase Land	Tax Map 43, P/O Parcel 235	.847 acres - Road
Chase Land	20 Foot Strip	.25 acres - Road

Metes and Bounds Descriptions to be attached.



Land Description for Fee Simple Acquisition  
**Annapolis Junction Holdings, LP to Howard County**  
Being a Part of Parcel 384, Tax Map 47, Howard County, Maryland

**Part 1:**

**BEGINNING FOR THE SAME** at a stone found at the end of the first or South 56°37'43" West 183.92 feet line of Tract Seven as described in a deed from James Parker and Kingdon Gould to BA Associates Limited Partnership dated January 7, 1982 and recorded among the land records of Howard County, Maryland in Liber CMP 1093 at Folio 165; thence binding on the second or South 24°18'46" East 955.95 feet line of said deed, and with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. South 24°15'45" East for a distance of 95.33 feet; thence leaving the aforesaid second line and running through the lands herein described by the following two (2) courses and distances
2. Northwesterly by a curve to the right with a radius of 125.00 feet, an arc length of 338.60 feet, and subtended by a chord bearing of North 21°01'57" West 244.17 feet to a point of tangency; thence
3. North 56°33'48" East for a distance of 102.72 feet to a point in the 23rd or South 50°48'56" East 1,222.01 feet line of the secondly described parcel in a deed from Kingdon Gould to Chase Limited Partnership and recorded among the land records of Howard County, Maryland in Liber CMP 1096 at Folio; thence binding on a portion of said 23rd line
4. South 50°29'09" East for a distance of 150.99 feet to a stone found at the end of said 23<sup>rd</sup> line; thence binding on the said first line of the aforementioned deed from Parker to BA Associates
5. South 56°33'48" West for a distance of 184.24 feet to the point of beginning,

**CONTAINING** 37,942 sq. ft. or 0.87 acres of land per my survey calculation.

**Part 2:**

**BEGINNING FOR THE SAME** at a point distant South 24°15'45" East 204.13 feet from a stone found at the end of the first or South 56°37'43" West 183.92 feet line of deed James Parker and

Kingdon Gould to BA Associates Limited Partnership dated January 7, 1982 and recorded among the land records of Howard County, Maryland in Liber CMP 1093 at Folio 165; thence binding on the second or South 24°18'46" East 955.95 feet line of said deed, and with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. South 24°15'45" East for a distance of 100.42 feet to a point; thence leaving said second line and running through the lands herein described by the following two (2) courses and distances
2. South 05°35'58" West for a distance of 26.47 feet to a point; thence
3. South 76°09'15" East for a distance of 16.75' feet to a point on the said second line; thence binding on said second line,
4. South 24°15'45" East for a distance of 63.54 feet to a point; thence leaving said second line and running through the lands herein described by the following two (2) courses and distances,
5. North 76°09'15" West for a distance of 99.24 feet to a point; thence
6. North 05°35'58" East for a distance of 156.83 feet to the point of beginning,

**CONTAINING** 7,482 sq. ft. or 0.172 acres of land per my survey calculation.

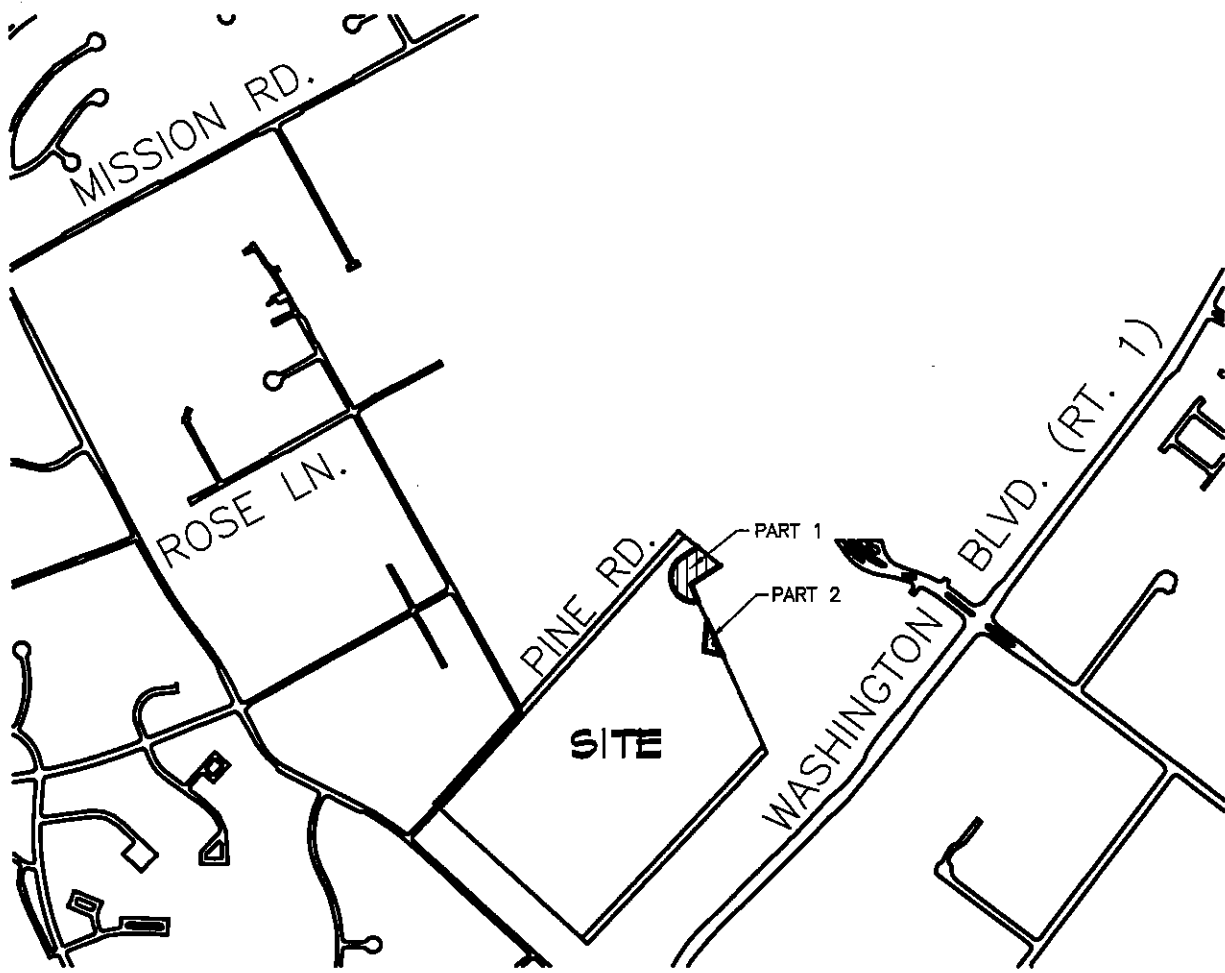
**BEING** part of the lands conveyed in a deed dated April 15, 1987 by and between BA Associates Limited Partnership and Konterra Limited Partnership as recorded among the land records of Howard County, Maryland in deed Liber CMP 1671 at Folio 507.

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* 8/23/18  
Keith E. Bailey  
Maryland Professional Land Surveyor No. 10976  
Expiration Date: 7/24/2020



I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions\2018\Final\Tower Site Purchase Agreement\Revised 2018.06\Exhibit A-3.1\_13066\_Mission\_P384\_6-18-18.docx



**KEY SHEET**  
SCALE: 1"=1000'

**COORDINATE TABLE**

NO.	NORTHING	EASTING
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
435	540857.85	1366872.63
436	540761.73	1366727.07
439	540769.00	1366701.68

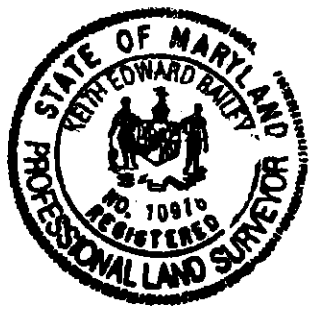
**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 56°33'48" E	102.72'
L2	S 50°29'09" E	150.99'
L3	S 56°33'48" W	184.24'
L4	S 24°15'45" E	95.33'
L5	N 76°09'15" W	99.24'
L6	N 05°35'58" E	156.83'
L7	S 24°15'45" E	100.42'
L8	S 76°09'15" E	16.75'
L9	S 05°35'58" W	26.47'
L10	S 24°15'45" E	63.54'

**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.

*Keith E. Bailey* 8/23/18  
 KEITH E. BAILEY DATE  
 MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10976  
 EXPIRATION DATE: 7/24/2020



**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.
4. 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:  
 PART 1 - 37,942 SQ. FT.± OR 0.87 AC.±  
 PART 2 - 7,482 SQ. FT.± OR 0.172 AC.±
6. SEE SHEET 2 OF 2 FOR LAND ACQUISITION DETAILS.

**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	338.60'	125.00'	155°12'06"	N 21°01'57" W	244.17'

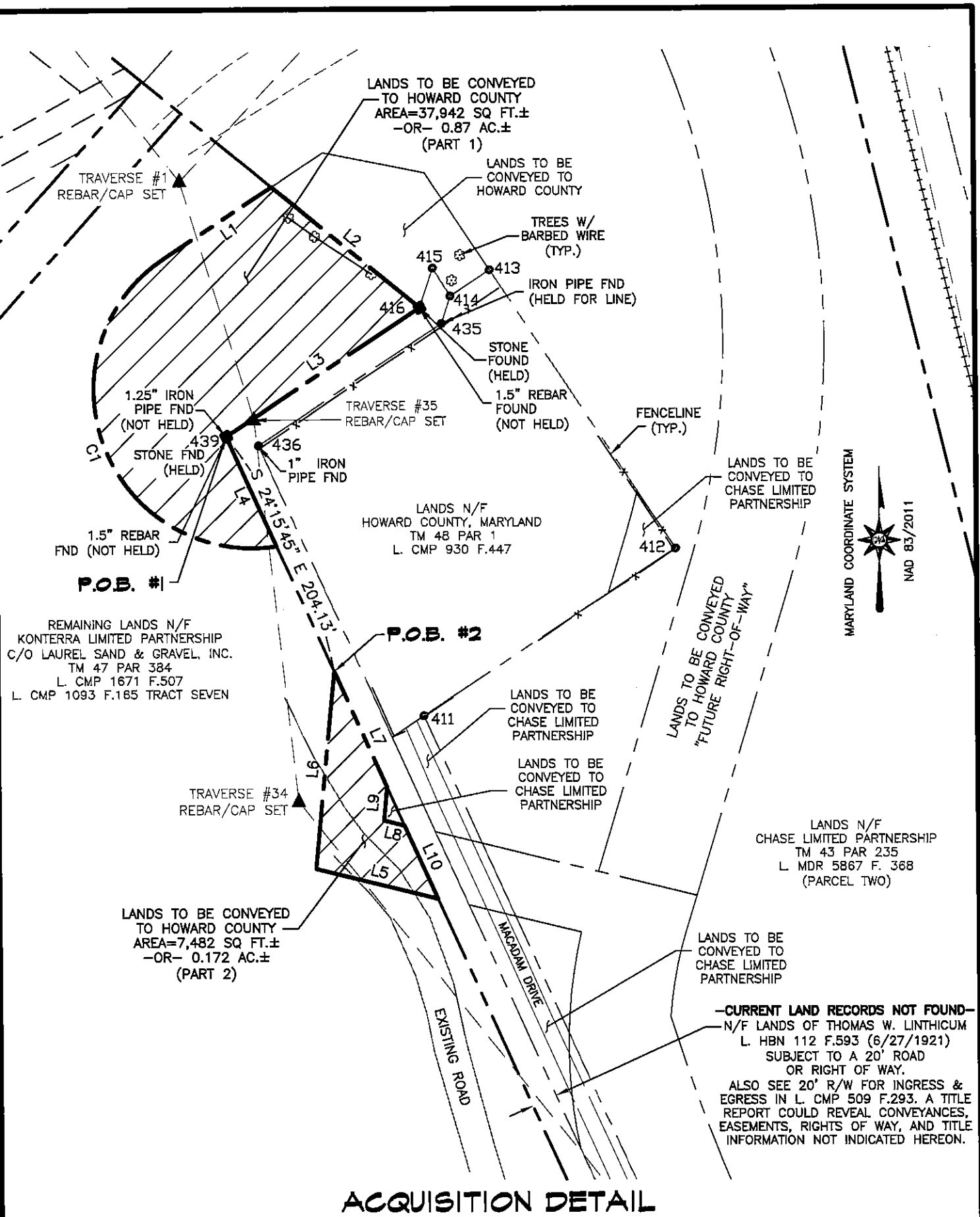


1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050  
 (410)879-7200 \* Fax(410)838-1811

PLAT NO. C-0352-22  
 PROJECT NO. C-0352  
 SCALE: 1"=100'  
 DATE: 8/23/18  
 DRAWN BY: SAH  
 CHECKED BY: KEB  
 CNA JOB NO.: 13066  
 SHEET 1 OF 2

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS  
**FEE SIMPLE ACQUISITION**  
 P/O THE LANDS OF  
**ANNAPOLIS JUNCTION HOLDINGS, LP**  
 TM 47 PAR 384  
 6TH ELECTION DISTRICT  
 HOWARD COUNTY, MARYLAND

APPROVED:  
 REAL ESTATE SERVICES DIVISION  
*Melanie Bishop* 08.07.18  
 NAME DATE  
 APPROVED:  
 BUREAU OF ENGINEERING  
*Jon G. ...* 8/17/18  
 NAME DATE



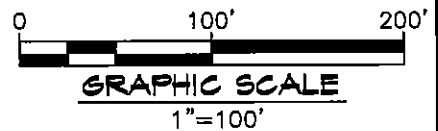
**ACQUISITION DETAIL**

SCALE: 1"=100'

**CNA**  
 engineers, surveyors & landscape architects

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

SEE SHEET 1 OF 2  
 FOR NOTES & CERTIFICATION



PLAT NO. C-0352--22  
 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 ACQUISITION**  
 P/O THE LANDS OF  
**ANNAPOLIS JUNCTION HOLDINGS, LP**  
 TM 47 PAR 384  
 6TH ELECTION DISTRICT  
 HOWARD COUNTY, MARYLAND

APPROVED:  
 REAL ESTATE SERVICES DIVISION

*M. Daniel* 08.07.18  
 NAME DATE

APPROVED:  
 BUREAU OF ENGINEERING

*J. R. R. R. R.*  
 NAME DATE



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

**BEGINNING FOR THE SAME** at a stone found at the beginning of the 23rd or South 50°48'56" East 1,222.01 feet line of the secondly described parcel in a deed from Kingdon Gould to Chase Limited Partnership, dated January 7, 1982 and recorded among the land records of Howard County, Maryland in Liber CMP 1093 at Folio 165; thence binding on a portion of said 23rd line, with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. North 50°29'09" West for a distance of 150.99 feet; thence leaving said 22nd line and running through the lands herein described by the following three (3) courses and distances
2. North 56°33'48" East for a distance of 49.05 feet to a point; thence
3. South 78°26'12" East for a distance of 81.99 feet to a point; thence
4. South 33°26'12" East for a distance of 92.26 feet to the end of the seventh of North 56°33'49" East 37.86 feet line of deed from Chase Manhattan Mortgage and Realty Trust to Howard County, Maryland and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447; thence binding reversely on said seventh line
5. South 56°33'49" West for a distance of 37.45 feet to the beginning of the 21st or North 31° 52'02" West 25.70 feet line of said parcel two of the aforesaid deed from Gould to Chase; thence binding on said 21<sup>st</sup> and 22nd line,
6. North 31°52'55" West for a distance of 26.08 feet to the beginning of the twenty-second or South 18°46'14" West 32.94 feet line of said parcel two of the aforesaid deed from Gould to Chase; thence binding on said line,
7. South 18°44'17" West for a distance of 32.93 to the point of beginning,

CONTAINING 10,536 sq. ft. or 0.24 acres of land per my survey calculation.

BEING part of the lands 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, Maryland in deed Liber MDR 5867 at Folio 368.

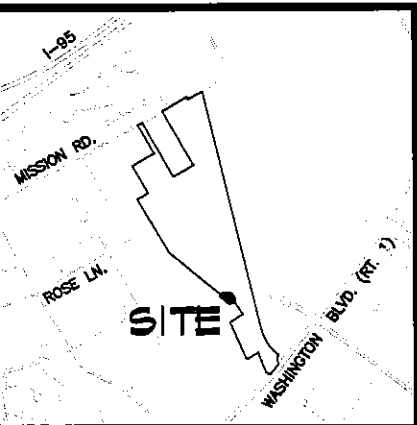
This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

*Keith E. Bailey* 8/23/18

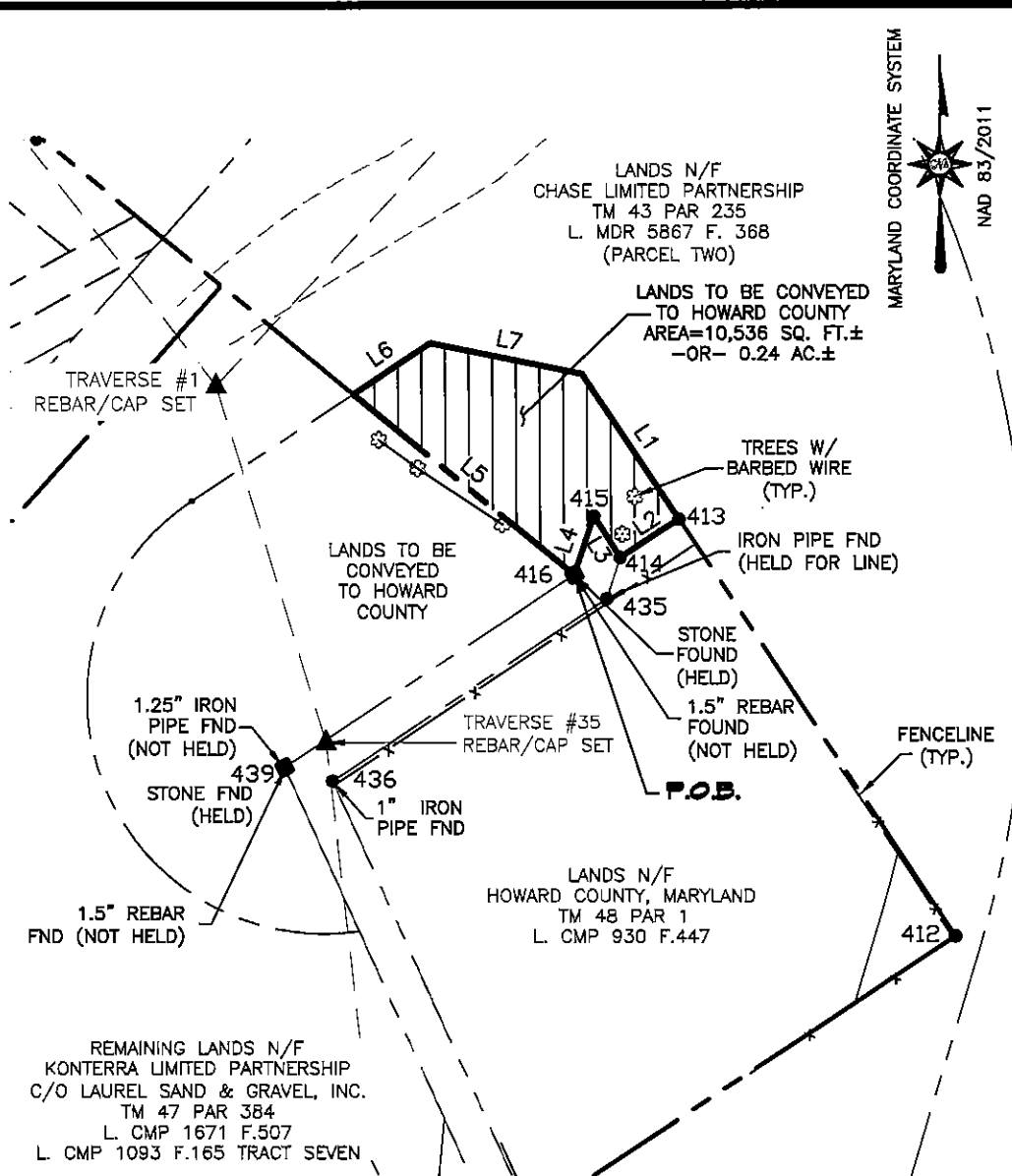
Keith E. Bailey  
Maryland Professional Land Surveyor No. 10976  
Expiration Date: 7/24/2020



I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Description\Final\Tower Site Purchase Agreement\Revised 2018.06\Exhibit A-4.1\_13066\_Mission\_P235\_6-18-18.docx



**VICINITY MAP**  
NOT TO SCALE



**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.

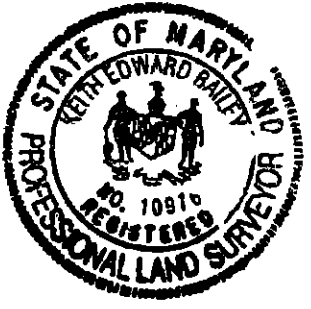
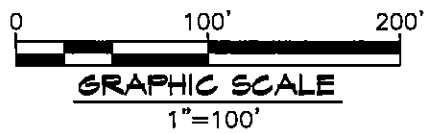
*Kenn E. Bailey* 8/23/18  
 KENN E. BAILEY DATE  
 MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10976  
 EXPIRATION DATE: 7/24/2020

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 33°26'12" E	92.26'
L2	S 56°33'49" W	37.45'
L3	N 31°52'55" W	26.08'
L4	S 18°44'17" W	32.93'
L5	N 50°29'09" W	150.99'
L6	N 56°33'48" E	49.05'
L7	S 78°26'12" E	81.99'

**COORDINATE TABLE**

NO.	NORTHING	EASTING
413	540900.19	1366911.03
414	540879.55	1366879.78
415	540901.70	1366866.00
416	540870.51	1366855.43



**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.
4. 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 10,536 SQ. FT.± OR 0.24 AC.± OF LAND.

**CNA**  
 engineers, surveyors & landscape architects  
 1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050  
 (410)879-7200 \* Fax(410)838-1811

PLAT NO. C-0352-23  
 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  
**FEE SIMPLE ACQUISITION**  
 P/O THE LANDS OF  
**CHASE LIMITED PARTNERSHIP**  
 TM 43 PAR 235  
 6TH ELECTION DISTRICT  
 HOWARD COUNTY, MARYLAND

APPROVED:  
 REAL ESTATE SERVICES DIVISION  
*William J. Baber* 8/23/18  
 NAME DATE  
 APPROVED:  
 BUREAU OF ENGINEERING  
*Ray J. ...* 8/23/18  
 NAME DATE





Land Description for Fee Simple Acquisition  
**Chase Limited Partnership to Howard County**  
Being a Part of Parcel 548, Tax Map 48, Howard County, Maryland

**BEGINNING FOR THE SAME** at a point near the northerly side of Baltimore Washington Boulevard, or U.S. Route 1, variable width, labeled and designated as 415, as shown on a subdivision plat entitled "Columbia Junction, A Resubdivision of Parcel A, Section 3" dated February 13, 2002, and recorded among the Land Records of Howard County as Plat MDR 15808, said point also being located on the northeasterly terminus of a line designated as C1 as shown on a subdivision plat entitled, "Columbia Junction Section 3, Parcels 'A' and 'B'," dated June 23, 2001, and recorded among said Land Records as Plat 14979; thence departing said point so fixed and binding on and running with a curved line labeled and designated C2 as shown on said subdivision plat entitled, "Columbia Junction Section 3, Parcels 'A' and 'B'," and with the easternmost line as shown on the aforesaid plat entitled "Columbia Junction, A Resubdivision of Parcel A, Section 3", 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 1623.27 feet, an arc length of 378.16 feet, being subtended by a chord bearing North 37°52'13" West for a distance of 377.30 feet to intersect the third or South 59°36'18" West 204.74 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 said Land Records in Liber CMP 930, Folio 447; thence binding on and running with said third line of said deed, reversely, in part
2. North 59°36'17" East for a distance of 67.01 feet to a point; thence departing said third line and running for a new line of division
3. By a curve to the left having a radius of 1556.27 feet, an arc length of 347.24 feet, being subtended by a chord bearing South 37°37'22" East for a distance of 346.52 feet to intersect the second or North 21°47'03" West 378.98 feet line of said deed from Chase Manhattan Mortgage; thence binding on and running with said second line
4. South 21°47'04" East for a distance of 10.19 feet to a point near the northerly side of Baltimore Washington Boulevard or US Route 1; and thence
5. By a non-tangent curve to the right having a radius of 2950.00 feet, an arc length of 63.32 feet, being subtended by a chord bearing South 40°56'54" West for a distance of 63.32 feet to a point to the point of beginning.

**CONTAINING 24,595 square feet or 0.565 acres of land, per my survey calculation.**

**BEING**, a portion of the same land designated as Parcel B as shown on a subdivision plat entitled, "Columbia Junction Section 3, Parcels 'A' and 'B'," dated June 23, 2001, as recorded among the Land Records of Howard County as Plats 14978 and 14979.

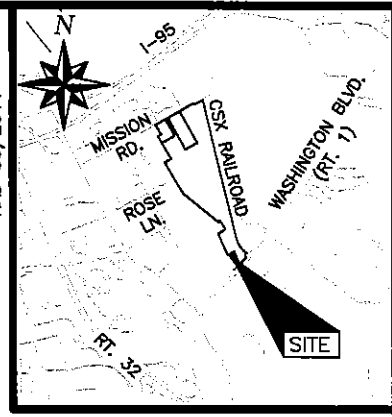
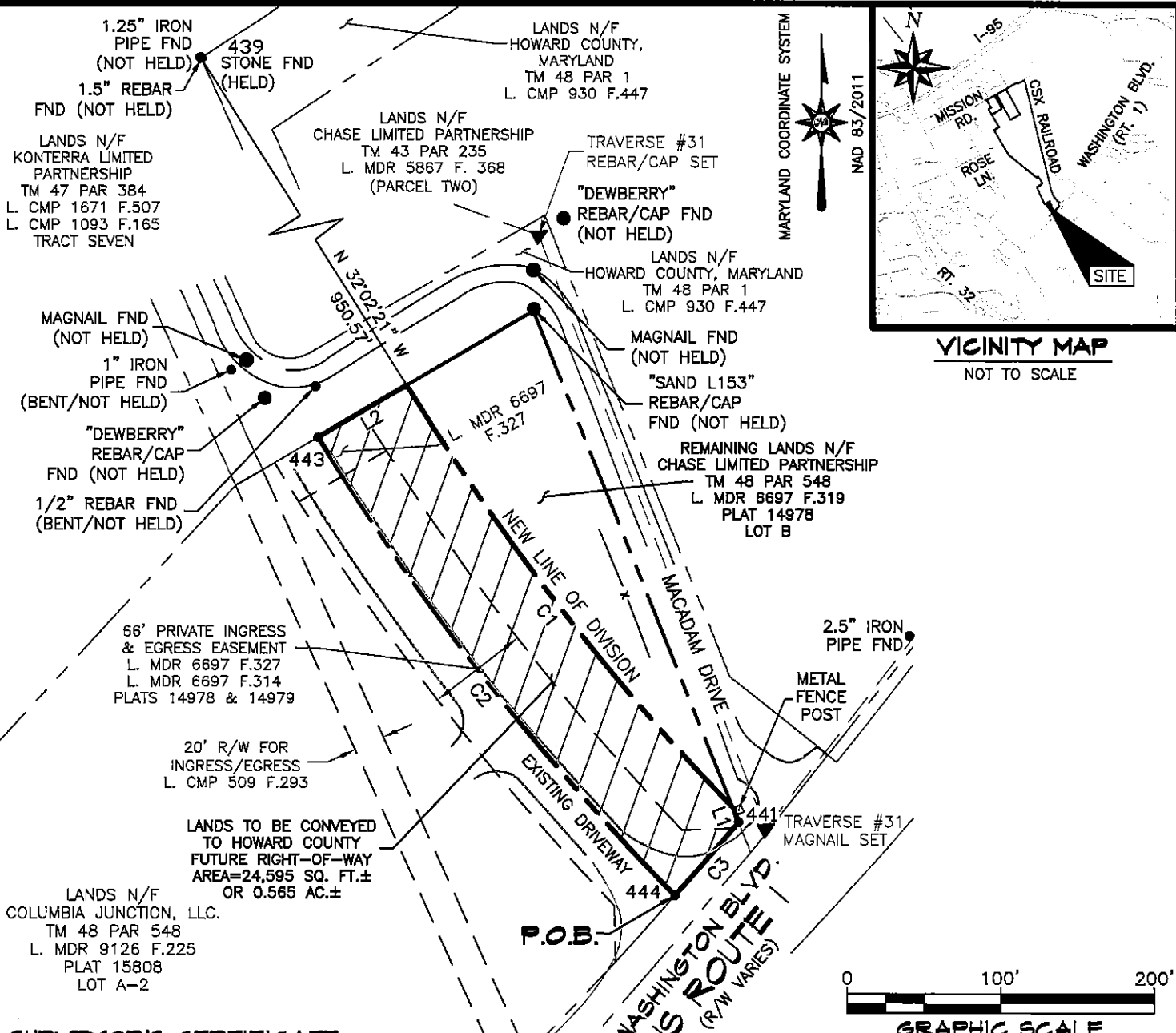
This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

*Keith E. Bailey* 8/23/18

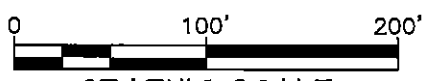
Keith E. Bailey  
Maryland Professional Land Surveyor No. 10976  
Expiration Date: 7/24/2020



I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions\2018\Final\Tower Site Purchase Agreement\Revised 2018.06\Exhibit A-1.1\_13066\_mission\_descP548-RW\_6-18-18.doc



**VICINITY MAP**  
NOT TO SCALE



**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.

*Keith E. Bailey 8/23/18*  
 KEITH E. BAILEY DATE  
 MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10976  
 EXPIRATION DATE: 7/24/2020



**CNA**  
 engineers, surveyors & landscape architects

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

**COORDINATE TABLE**

NO.	NORTHING	EASTING
441	539679.28	1367421.27
443	539929.30	1367148.16
444	539631.46	1367379.78

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 21°47'04" E	10.19'
L2	N 59°36'17" E	67.01'

**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.
4. 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 24,595 SQ. FT.± OR 0.565 AC.± OF LAND.

**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	BEARING	LENGTH
C1	347.24'	1556.27'	12°47'03"	S 37°37'22" E	346.52'
C2	378.16'	1623.27'	13°20'52"	N 37°52'13" W	377.30'
C3	63.32'	2950.00'	1°13'47"	S 40°56'54" W	63.32'

PLAT NO. C-0352-20  
 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  
**FEE SIMPLE ACQUISITION**  
 P/O THE LANDS OF  
**CHASE LIMITED PARTNERSHIP**  
 TM 48 PAR 548  
 6TH ELECTION DISTRICT  
 HOWARD COUNTY, MARYLAND

APPROVED:  
 REAL ESTATE SERVICES DIVISION

*Marianne [Signature]* 08.07.18  
 NAME DATE

APPROVED:  
 BUREAU OF ENGINEERING

*[Signature]* 8/23/18  
 NAME DATE



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 at 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, and binding on and running on a part of said tenth line in part and reversely with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011, as now surveyed:

1. North 24°15'44" West for a distance of 329.37 feet to a point; thence departing said tenth line and running for the following two (2) new lines of division
2. By a non-tangent curve to the right, having a radius of 390.00 feet, an arc length of 80.28 feet, being subtended by a chord bearing North 7°21'51" East for a distance of 80.13 feet; thence
3. North 76°09'15" West for a distance of 53.40 feet to intersect the said tenth line of aforesaid deed; thence binding on and running reversely on a part of said tenth line
4. North 24°15'44" West for a distance of 63.54 feet to a point; thence departing said tenth line for the following four (4) new lines of division
5. South 76°09'15" East for a distance of 174.63 feet to a point; thence
6. South 16°55'41" West for a distance of 29.39 feet to a point; thence
7. By a tangent curve to the left, having a radius of 310.00 feet, an arc length of 69.08 feet, being subtended by a chord bearing South 10°32'39" West for a distance of 68.94 feet; thence
8. By a non-tangent curve to the left, having a radius of 1556.27 feet, an arc length of 330.46 feet, being subtended by a chord bearing South 23°18'24" East for a distance of 329.84 feet to intersect the twelfth or North 59°36'18" East 177.05 feet line of the aforesaid deed; thence binding reversely on a part of said twelfth line and the eleventh line of aforesaid deed, for the following two (2) courses:
9. South 59°36'17" West for a distance of 43.55 feet to a point at the beginning of said twelfth line; thence
10. By a tangent curve to the right, having a radius of 27.00 feet, an arc length of 45.31 feet, being subtended by a chord bearing North 72°20'47" West for a distance of 40.17 feet to the point of beginning.

**CONTAINING 36,901 square feet or 0.847 acres of land, per my survey calculation.**

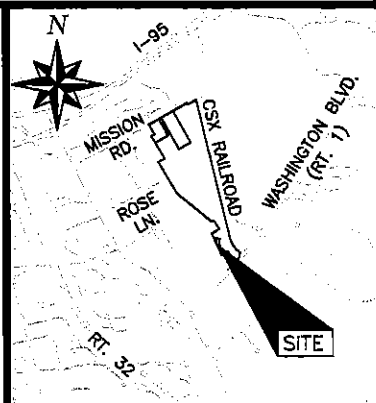
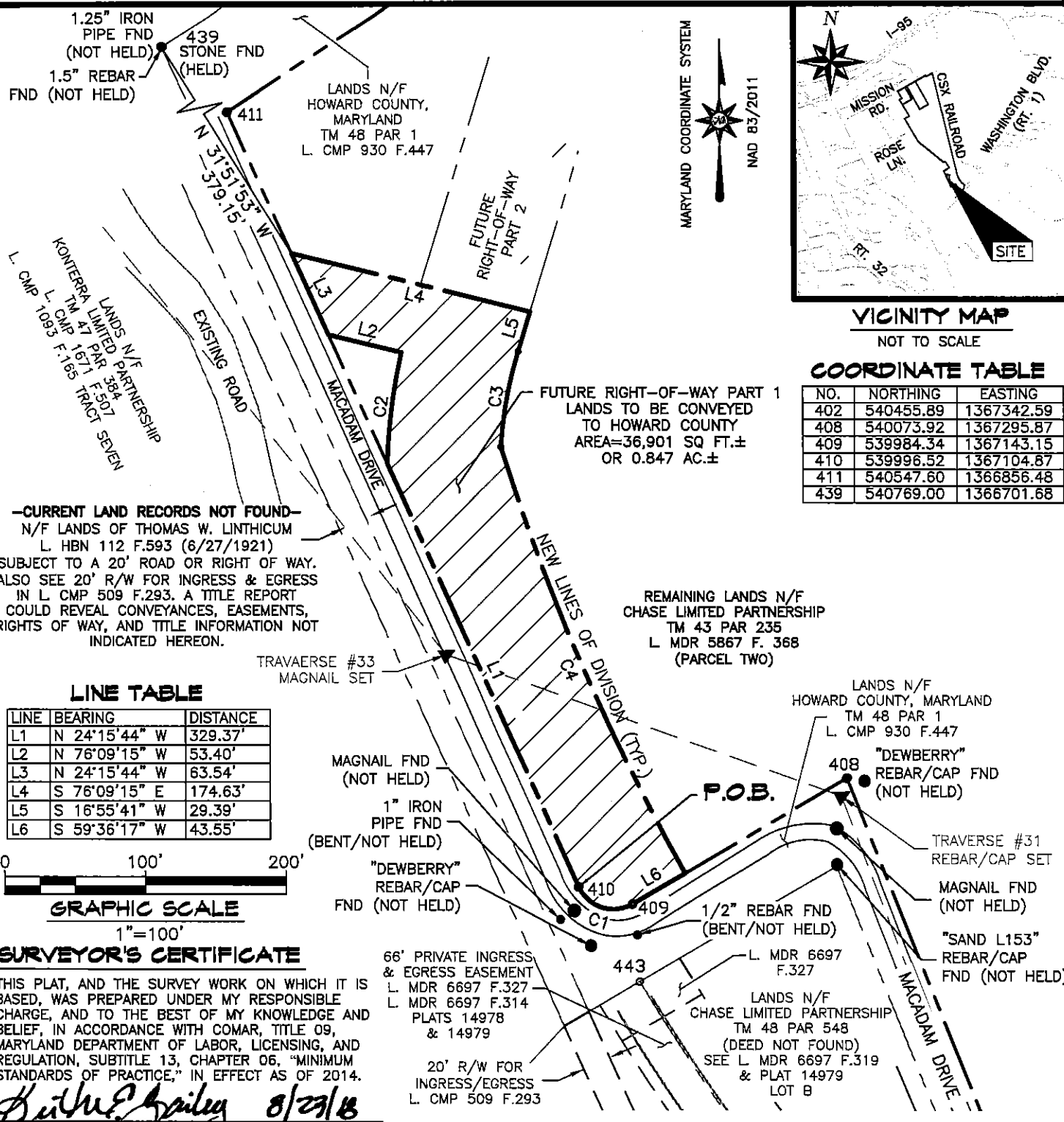
**BEING** part of the same land as conveyed in a deed dated January 3, 1996 by and between Kingdon Gould and Chase Limited Partnership as recorded among the Land Records of Howard County in Liber MDR 5867, Folio 368.

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*  
Keith E. Bailey  
Maryland Professional Land Surveyor No. 10976  
Expiration Date: 7/24/2020



I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions\2018\Final\Tower Site Purchase Agreement\Revised 2018.06\Exhibit A-2.1\_13066\_Mission\_P235-RW-Pt1\_6-18-18.doc



**VICINITY MAP**  
NOT TO SCALE

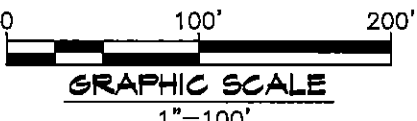
**COORDINATE TABLE**

NO.	NORTHING	EASTING
402	540455.89	1367342.59
408	540073.92	1367295.87
409	539984.34	1367143.15
410	539996.52	1367104.87
411	540547.60	1366856.48
439	540769.00	1366701.68

**-CURRENT LAND RECORDS NOT FOUND-**  
N/F LANDS OF THOMAS W. LINTHICUM  
L. HBN 112 F.593 (6/27/1921)  
SUBJECT TO A 20' ROAD OR RIGHT OF WAY.  
ALSO SEE 20' R/W FOR INGRESS & EGRESS  
IN L. CMP 509 F.293. A TITLE REPORT  
COULD REVEAL CONVEYANCES, EASEMENTS,  
RIGHTS OF WAY, AND TITLE INFORMATION NOT  
INDICATED HEREON.

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 24°15'44" W	329.37'
L2	N 76°09'15" W	53.40'
L3	N 24°15'44" W	63.54'
L4	S 76°09'15" E	174.63'
L5	S 16°55'41" W	29.39'
L6	S 59°36'17" W	43.55'



**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.

*Keith E. Bailey* 8/29/18  
KEITH E. BAILEY DATE  
MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10976  
EXPIRATION DATE: 7/24/2020



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

PLAT NO. C-0352-21  
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  
**FEE SIMPLE ACQUISITION**  
P/O THE LANDS OF  
**CHASE LIMITED PARTNERSHIP**  
TM 43 PAR 235  
6TH ELECTION DISTRICT  
HOWARD COUNTY, MARYLAND

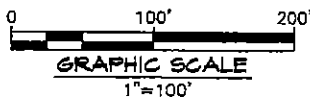
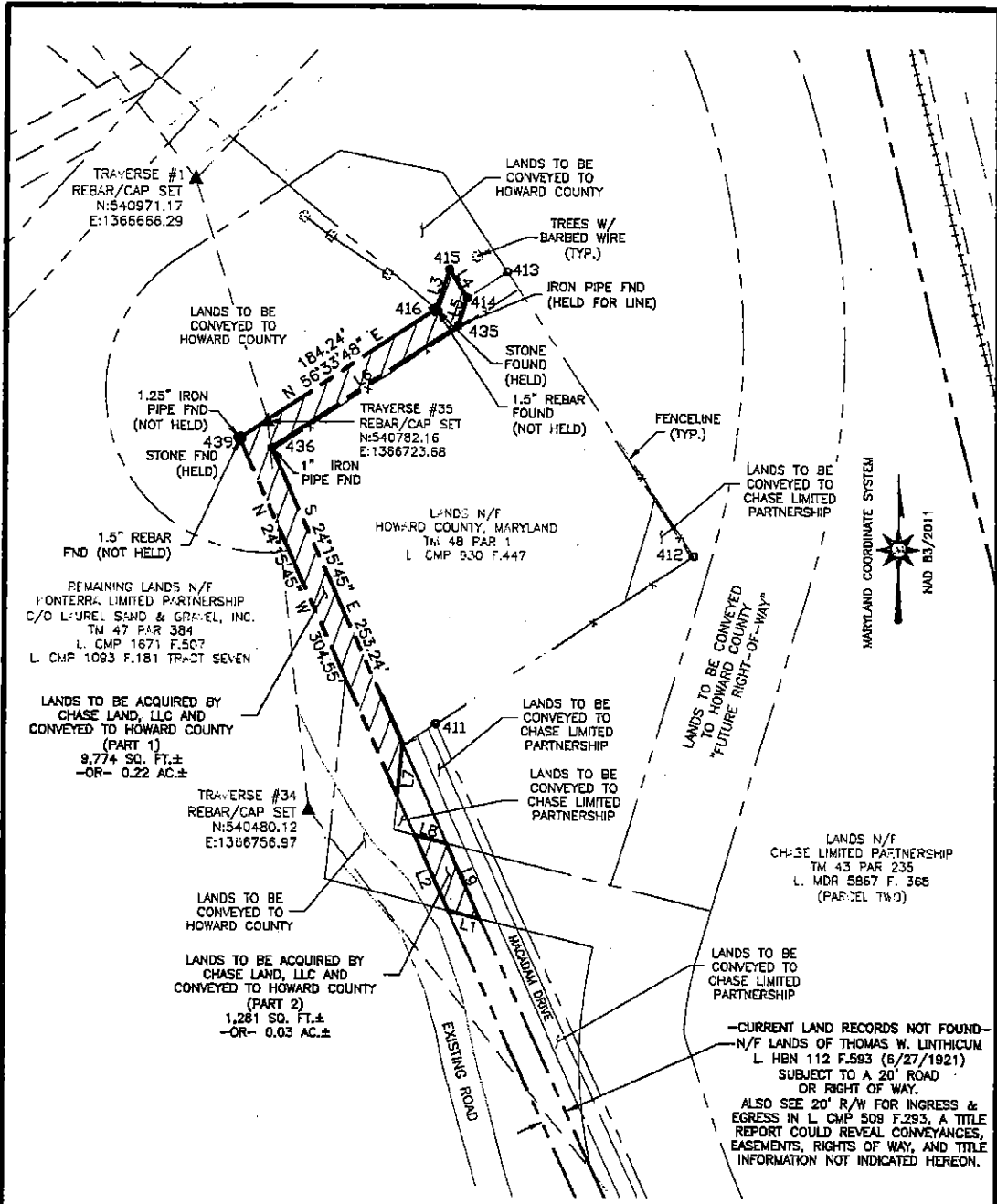
APPROVED:  
REAL ESTATE SERVICES DIVISION  
*Melanie P. [Signature]* 09.07.18  
NAME: [Signature] DATE: [Signature]  
APPROVED:  
BUREAU OF ENGINEERING  
*[Signature]* 9/7/18  
NAME: [Signature] DATE: [Signature]

**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 2018.
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. 43G6, NO. 43G6, & NO. 47F5.
4. 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 36,901 SQ. FT.± OR 0.847 AC.± OF LAND.

**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	45.31'	27.00'	96°08'31"	N 72°20'47" W	40.17'
C2	80.28'	390.00'	11°47'36"	N 07°21'51" E	80.13'
C3	69.08'	310.00'	12°46'05"	S 10°32'39" W	68.94'
C4	330.46'	1556.27'	12°09'59"	S 23°18'24" E	329.84'



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 76°09'15" W	25.62'
L2	N 24°15'45" W	63.54'
L3	N 18°44'17" E	32.93'
L4	S 31°52'55" E	26.08'
L5	S 18°14'01" W	22.86'
L6	S 58°33'48" W	174.43'
L7	N 05°35'58" E	40.49'
L8	S 76°09'15" E	25.62'
L9	S 24°15'45" E	63.54'

CNA

*engineers, surveyors & landscape architects*

Civil Engineers \* Land Surveyors \* Geotechnical Engineers  
1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21060

EXHIBIT  
FOR  
**CHASE LAND, LLC**

6TH ELECTION DISTRICT      HOWARD COUNTY, MARYLAND

SCALE: 1"=100'    DATE: 9/5/18    DRAWN BY: SAH    CHECK BY: KEB    JOB NO.: 13066    SHEET 1 OF 1

**EXHIBIT B**

**LEGAL DESCRIPTION OF COUNTY PARCEL**

See attached.





Land Description for Fee Simple Acquisition  
**Howard County to Chase Limited Partnership**  
Being Part of Parcel 1, Tax Map 48, Howard County, Maryland

**Part 1:**

**BEGINNING FOR THE SAME** at the beginning of the first or South 38°20'03" West 81.32 feet line of a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, dated February 16, 1979 and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447, said point also being on the northernmost right of way line of Washington Boulevard, US Route 1, a variable width right of way; thence binding on said first line and said right of way, with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. South 38°20'02" West for a distance of 42.96 feet to a point; thence leaving said line and right of way of said Washington Boulevard
2. South 88°20'08" West 35.42 feet to a point on the second or North 21°47'03" West 378.98 feet line of said deed; thence binding on the remainder of said second line
3. North 21°47'04" West for a distance of 347.69 feet to a point at the beginning of the third or South 59°36'18" West 204.74 feet line in the aforementioned deed; thence binding on a part of said third line
4. South 59°36'17" West for a distance of 95.65 feet to a point; thence leaving said third line and running through the herein described lands
5. Northwesterly by a curve to the right with a radius of 1556.27 feet, an arc length of 50.00 feet, and subtended by a chord bearing of North 30°18'37" West 50.00 feet to a point on the twelfth or North 59°36'18" East 177.05 feet line in the aforementioned deed; thence binding on a part of said twelfth line
6. North 59°36'17" East for a distance of 133.50 feet to beginning of the thirteenth or South 21°47'03" East 323.09 feet line of the aforementioned deed; thence binding on said thirteenth line

7. South 21°47'04" East for a distance of 323.09 feet to the beginning of the fourteenth or South 51°39'57" East 81.30 feet line in the aforementioned deed; thence binding on said fourteenth line
8. South 51°39'58" East for a distance of 81.30 feet to the point of beginning.

**CONTAINING** 19,054 sq. ft. or 0.44 acres of land per my survey calculation.

**Part 2:**

**BEGINNING FOR THE SAME** at a point being distant South 24°15'45" East 601.20 feet from the end of the fourth or North 24°15'44" West 936.43 feet line of a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, dated February 16, 1979 and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447; thence binding on a part of said line with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. North 24°15'45" West for a distance of 81.99 feet to a point; thence leaving the aforesaid fourth line and running through the lands herein described
2. North 56°33'48" East for a distance of 30.39 feet to the end of the tenth or South 24°15'44" East 604.47 feet line in the aforementioned deed; thence binding on a part of said tenth line
3. South 24°15'44" East for a distance of 110.36 feet to a point; thence leaving the aforesaid tenth line and running through the herein described lands
4. North 76°09'15" West for a distance of 38.12 feet to the point of beginning.

**CONTAINING** 2,885 sq. ft. or 0.066 acres of land per my survey calculation.

**Part 3:**

**BEGINNING FOR THE SAME** at the beginning of the ninth or South 56°33'49" West 239.80 feet line of a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, dated February 16, 1979 and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447; thence binding on a part of said line with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. South 56°33'48" West for a distance of 64.13 feet to a point; thence leaving the aforesaid ninth line and running through the lands herein described by the following two (2) courses and distances

2. North  $16^{\circ}55'41''$  East for a distance of 48.82 feet to a point of curvature; thence
3. Northeasterly by a curve to the left with a radius of 530.00 feet, an arc length of 35.46 feet, and subtended by a chord bearing of North  $15^{\circ}00'40''$  East 35.46 feet to a point on the eighth or South  $33^{\circ}26'11''$  East 264.54 feet line of the aforementioned deed; thence binding on a part of said eighth line
4. South  $33^{\circ}26'12''$  East for a distance of 54.66 feet to the point of beginning,

CONTAINING 1,717 sq. ft. or 0.039 acres of land per my survey calculations.

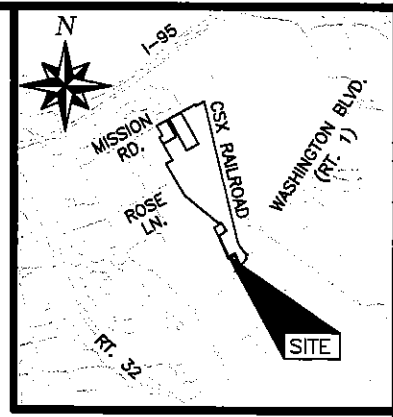
BEING part of the lands conveyed in a deed dated February 16, 1979 by and between Chase Manhattan Mortgage and Realty Trust and Howard County, Maryland as recorded among the land records of Howard County, Maryland in deed Liber CMP 930 at Folio 447.

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* 8/23/18  
Keith E. Bailey  
Maryland Professional Land Surveyor No. 10976  
Expiration Date: 7/24/2020

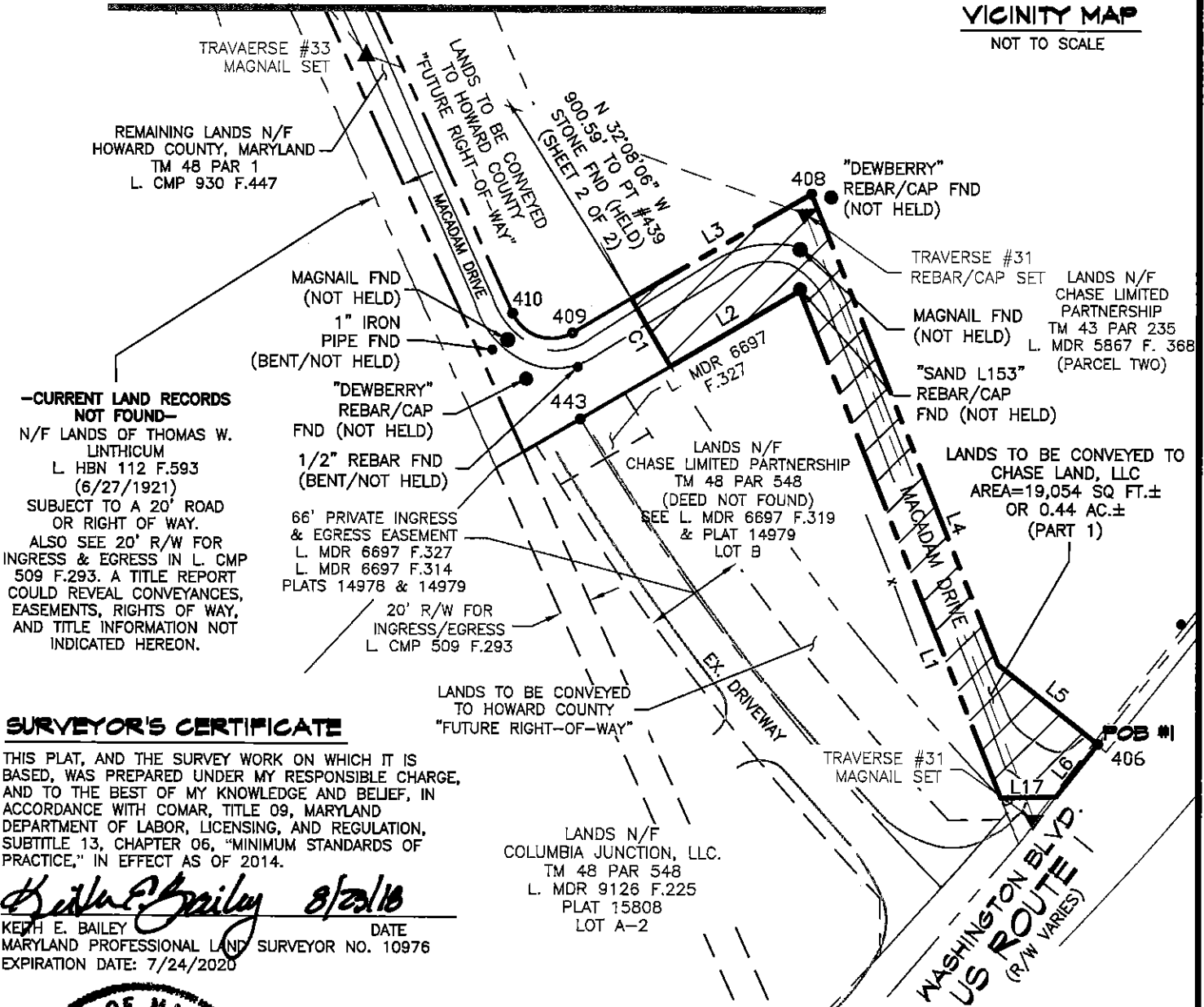


E:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Surveys\2018\Final\School Site Purchase Agreement\Revised 2018.06\Exhibit B-1.1\_13066\_Mission\_P1\_7-2-18.docx



MATCHLINE - SEE SHEET 2 OF 2

VICINITY MAP  
NOT TO SCALE



**-CURRENT LAND RECORDS NOT FOUND-**  
 N/F LANDS OF THOMAS W. LINTHICUM  
 L. HBN 112 F.593 (6/27/1921)  
 SUBJECT TO A 20' ROAD OR RIGHT OF WAY.  
 ALSO SEE 20' R/W FOR INGRESS & EGRESS IN L. CMP 509 F.293. A TITLE REPORT COULD REVEAL CONVEYANCES, EASEMENTS, RIGHTS OF WAY, AND TITLE INFORMATION NOT INDICATED HEREON.

**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.  
*Keith E. Bailey 8/23/18*  
 KEITH E. BAILEY DATE  
 MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10976  
 EXPIRATION DATE: 7/24/2020



**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.
4. 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:  
 PART 1 - 19,054 SQ. FT.± OR 0.44 AC.±  
 PART 2 - 2,885 SQ. FT.± OR 0.066 AC.±  
 PART 3 - 1,717 SQ. FT.± OR 0.039 AC.±
6. SEE SHEET 2 OF 2 FOR LINE, CURVE, AND COORDINATE TABLES.

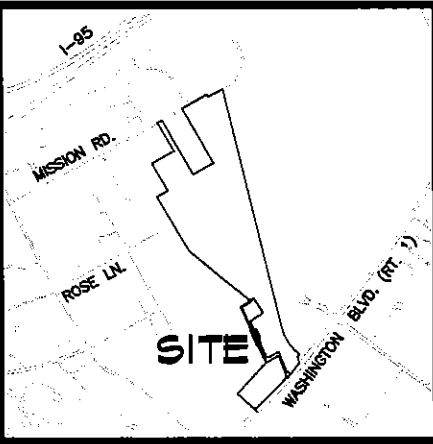
**CNA**  
 engineers, surveyors & landscape architects  
 1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050  
 (410)879-7200 \* Fax(410)838-1811

PLAT NO. C-0352-24  
 PROJECT NO. C-0352  
 SCALE: 1"=100'  
 DATE: 8/23/18  
 DRAWN BY: SAH  
 CHECKED BY: KEB  
 CNA JOB NO.: 13066  
 SHEET 1 OF 2

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS  
**FEE SIMPLE ACQUISITION**  
 P/O THE LANDS OF  
**HOWARD COUNTY**  
 TM 48 PAR 1  
 6TH ELECTION DISTRICT  
 HOWARD COUNTY, MARYLAND

APPROVED:  
 REAL ESTATE SERVICES DIVISION  
*Melanie Brown 8/23/18*  
 NAME DATE  
 APPROVED:  
 BUREAU OF ENGINEERING  
*Raymond 8/15/18*  
 NAME DATE





**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	92.74'	390.00'	13°37'31"	S 05°20'43" E	92.53'

**LINE TABLE**

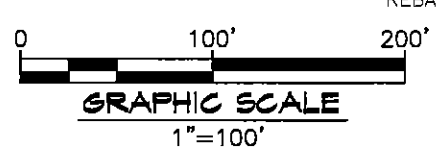
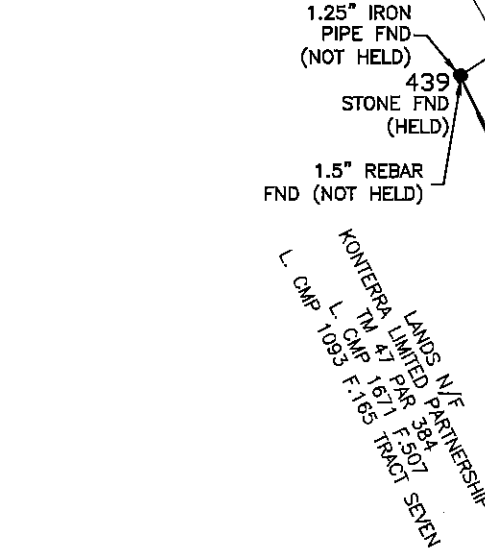
LINE	BEARING	DISTANCE
L7	N 24°15'45" W	212.25'
L8	S 76°09'15" E	38.12'
L9	S 24°15'44" E	101.19'

**COORDINATE TABLE**

NO.	NORTHING	EASTING
411	540547.60	1366856.48
412	540679.73	1367056.60
436	540761.73	1366727.07
439	540769.00	1366701.68

**VICINITY MAP**

NOT TO SCALE



**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.

*Keith E. Bailey 8/23/18*  
 KEITH E. BAILEY DATE  
 MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10976  
 EXPIRATION DATE: 7/24/2020



**CNA**  
 engineers, surveyors & landscape architects  
 1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050  
 (410)879-7200 \* Fax(410)838-1811

**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. 436A, NO. 436B, & NO. 47F5.
4. 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 4,531 SQ. FT.± OR 0.104 AC.± OF LAND.

PLAT NO. C-0352-25  
 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  
**FEE SIMPLE ACQUISITION**  
 P/O THE LANDS OF  
**HOWARD COUNTY**  
 TM 48 PAR 1  
 6TH ELECTION DISTRICT  
 HOWARD COUNTY, MARYLAND

APPROVED:  
 REAL ESTATE SERVICES DIVISION  
*Melanie H. [Signature]* 09.07.18  
 NAME DATE  
 APPROVED:  
 BUREAU OF ENGINEERING  
*[Signature]* 9/1/18  
 NAME DATE



Land Description for Fee Simple Acquisition  
**Howard County to Annapolis Junction Holdings, LP**  
Being Part of Parcel 1, Tax Map 48, Howard County, Maryland

**BEGINNING FOR THE SAME** at a point being distant South 24°15'45" East 325.41 feet from the end of the fourth or North 24°15'44" West 936.43 feet line of a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, dated February 16, 1979 and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447; thence binding on a part of said line with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. North 24°15'45" West for a distance of 212.25 feet to a point; thence leaving the aforesaid fourth line and running through the lands herein described
2. South 76°09'15" East for a distance of 38.12 feet to a point on the tenth or South 24°15'44" East 604.47 feet line in the aforementioned deed; thence binding on a part of said tenth line
3. South 24°15'44" East for a distance of 101.19 feet to a point; thence leaving the aforesaid tenth line and running through the herein described lands
4. Southeasterly by a curve to the left with a radius of 390.00 feet, an arc length of 92.74 feet, and subtended by a chord bearing of South 05°20'43" East 92.53 feet to the point of beginning.

**CONTAINING** 4,531 sq. ft. or 0.104 acres of land per my survey calculation.

**BEING** part of the lands conveyed in a deed dated February 16, 1979 by and between Chase Manhattan Mortgage and Realty Trust and Howard County, Maryland as recorded among the land records of Howard County, Maryland in deed Liber CMP 930 at Folio 447.

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*  
Keith E. Bailey  
Maryland Professional Land Surveyor No. 10976  
Expiration Date: 7/24/2020



I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions\2018\Final\Tower Site Purchase Agreement\Revised 2018.06\Exhibit B-2.1\_13066\_Mission\_P1(2)\_6-18-18.docx

**EXHIBIT C**

**FORM OF DEED FOR RIGHT OF WAY**

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

Tax I.D. No. 06-572529  
**Project No. W-8262**

**DEED**

**THIS DEED** (“Deed”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **COLUMBIA JUNCTION DEV, LLC** (the “Grantor”), a Maryland limited liability company, and **HOWARD COUNTY, MARYLAND** (the “Grantee”), a body corporate and politic.

**WHEREAS**, the Grantor owns, in fee simple, that certain real property comprising 3.6839 acres, more or less, commonly known as 8520 Washington Boulevard, Jessup, Maryland, located within the Sixth Election District of Howard County, Maryland, and more commonly shown as Parcel 548, Lot A2 on Tax Map 48 (the “Grantor’s Parcel”).

**WHEREAS**, the Grantor by this deed is conveying to Grantee a portion of the Grantor’s Parcel, said portion comprising half of the total 66’ Private Ingress & Egress Easement (the “Property”) as shown on a revision plat titled “Revision Plat, Columbia Junction, Section 3 – Lot A-2 (Retail Center)” and recorded among the Land Records of Howard County, Maryland as Plat Number 23871 (the “Plat”).

**NOW, THEREFORE WITNESSETH**, in consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the Grantor hereby grants and conveys unto the Grantee, its successors and assigns, in fee simple, the Property, being more particularly described in on the Plat.

**THE PROPERTY BEING** part of the Grantor’s Parcel conveyed by Columbia Junction, LLC to the Grantor by Deed dated August 15, 2016 and recorded among the Land Records of Howard County, Maryland in Book: 17478, Page: 329 on March 7, 2017.

**TOGETHER** with all buildings and improvements thereon and all rights, alleys, ways, easements, waters, privileges, appurtenances and advantages belonging or in anywise appertaining thereto.

**TO HAVE AND TO HOLD** the Property unto the Grantee, its successors and assigns, in fee simple forever.



**THE GRANTOR** hereby covenants that it is the sole owner of the Property, that Grantor has not done or suffered to be done any act, matter or thing whatsoever to encumber the Property, that Grantor warrants specially the Property subject to matters of public record, that Grantor will execute such further assurances of the same as may be requisite, and that Grantor and its signatory, are duly authorized and have the power and right to convey the Property. THE GRANTOR hereby certifies under the penalties of perjury that the Grantor is a resident or resident entity of the State of Maryland, and the Grantor claims exemption from the tax withholding requirements of Section 10-912 of the Tax-General Article of the Annotated Code of Maryland.

All references herein to Grantor shall be deemed plural if more than one person has an interest in the Property. Any pronoun reference herein shall be deemed to apply to the appropriate gender or person, as the case may be.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and delivered, under seal, by its duly authorized officer or official, on the date first above written.

WITNESS/ATTEST:

GRANTOR:

COLUMBIA JUNCTION DEV, LLC  
a Maryland limited liability company

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY/CITY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for \_\_\_\_\_ County/City, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Columbia Junction Dev, LLC, a Maryland limited liability company, the Grantor in the within Deed, and he/she acknowledged the same to be the act of the limited liability company for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[Signatures continue on the following page.]

ACCEPTED by the Grantee on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

HOWARD COUNTY, MARYLAND

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Allan H. Kittleman  
County Executive  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
James M. Irvin, Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

\_\_\_\_\_  
Janet R. Irvin, Director  
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

Reviewing Attorney:

\_\_\_\_\_  
Lisa S. O'Brien, Sr. Assistant County Solicitor

[Notary follows on the next page.]

**COUNTY EXECUTIVE:  
STATE OF MARYLAND, HOWARD COUNTY, TO WIT:**

**I HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for \_\_\_\_\_ County/City, personally appeared Allan H. Kittleman, the County Executive for Howard County, Maryland, the Grantee in the within Deed, who acknowledged the same to be the act of the County and that he executed the foregoing Deed for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

**AS WITNESS** my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**THIS IS TO CERTIFY** that this instrument was prepared by Howard County, Maryland, the Grantee named in the within Deed.

\_\_\_\_\_  
Melanie A. Bishop, Chief  
Real Estate Services Division

**After Recording, Return To:**  
Howard County, Maryland  
Real Estate Services Division  
3430 Court House Drive  
Ellicott City, Maryland 21043

**EXHIBIT D-1**

**FORM OF DEED FOR PROPERTY - CHASE**

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 and 06-401856

**DEED**

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, 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 Three Million Three Hundred Seventy-Three Thousand Four Hundred Fifty-Eight and 48/100 Dollars (\$3,373,458.48), Grantor does hereby grant, bargain, sell, convey, and assign to Grantee, its successors and assigns, in fee simple, forever, all those certain pieces or parcels of land situate in the County of Howard, State of Maryland, and described as follows, that is to say:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

BEING, for Parcel 1, a part of the property described in a Deed dated December 10, 2004 and recorded among the Land Records of Howard County, Maryland in Liber 8861, folio 425;

AND BEING, for Parcel 2 and Parcel 3, a 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 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

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EXECUTION VERSION  
Purchase and Sale Agreement – Water Tower (Capital Project C0352)  
Effective Date: 9/14, 2018

vehicular access to and from Washington Boulevard (U.S. Route 1) and the property of Grantor and Grantor's affiliates adjoining such Easement Area by Grantor and its agents, servants, employees, contractors, licensees, invitees, affiliates, 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 a state of good condition as existed on the date hereof and repair at its costs; provided, however, that Grantor shall repair any 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, affiliates, tenants, successors, and assigns; (5) while the Temporary Easement is in effect, Grantee may use the Easement Area in any manner that is not materially 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]

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

WITNESS:

GRANTOR:

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

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of CHASE LAND, LLC, a Maryland limited liability company, successor by conversion to Chase Limited Partnership, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained on behalf of the limited liability company by signing the name of the limited liability company by himself as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

\_\_\_\_\_  
[Print Name of Notary]

My Commission expires: \_\_\_\_\_

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
Dylan Springmann

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**



**EXHIBIT B**

LEGAL DESCRIPTION OF EASEMENT AREA

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EXECUTION VERSION

Purchase and Sale Agreement - Water Tower (Capital Project C0352)

Effective Date: 9/14, 2018

**EXHIBIT D-2**

**FORM OF DEED FOR PROPERTY – ANNAPOLIS JUNCTION**

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 No. 06-393993

**DEED**

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, from ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership, formerly known as Konterra 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 Two Million One Hundred Twenty-Seven Thousand Nine Hundred Forty-One and 52/100 Dollars (\$2,127,941.52), Grantor does hereby grant, bargain, sell, convey, and assign to Grantee, its successors and assigns, in fee simple, forever, all those certain pieces or parcels of land situate in the County of Howard, State of Maryland, and described as follows, that is to say:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

BEING a portion of the property described in a Deed dated April 15, 1987 and recorded among the Land Records of Howard County, Maryland in Liber 1671, folio 507.

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 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 Washington Boulevard (U.S. Route 1) and the property of Grantor and Grantor’s affiliates adjoining such Easement Area by Grantor and its agents, servants, employees, contractors, licensees, invitees, affiliates, tenants, successors, and assigns; (2) neither Grantor nor Grantee shall allow parking on the Easement Area, and no obstructions to vehicular

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EXECUTION VERSION  
Purchase and Sale Agreement – Water Tower (Capital Project C0352)  
Effective Date: 9/14, 2018

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 a state of good condition and repair as existed on the date hereof and shall pay the costs of maintenance, repair, replacement, and insuring the Easement Area; provided, however, that Grantor shall be responsible, and shall promptly pay to Grantee upon Grantee's written demand, for any damage to the Easement Area caused by the gross negligence or willful misconduct of Grantor, its agents, servants, employees, contractors, licensees, invitees, affiliates, tenants, successors, and assigns; (5) while the Temporary Easement is in effect, Grantee may use the Easement Area in any manner that is not materially 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]

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

WITNESS:

GRANTOR:

ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership, formerly known as Konterra Limited Partnership, a Maryland limited partnership

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name:

Title:

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership, formerly known as Konterra Limited Partnership, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained on behalf of the limited partnership by signing the name of the limited partnership by himself as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

\_\_\_\_\_  
[Print Name of Notary]

My Commission expires: \_\_\_\_\_

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
Dylan Springmann

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EXECUTION VERSION  
Purchase and Sale Agreement - Water Tower (Capital Project C0352)  
Effective Date: 9/14 2018

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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EXECUTION VERSION  
Purchase and Sale Agreement - Water Tower (Capital Project C0352)  
Effective Date: 9/14, 2018

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**EXHIBIT B**

LEGAL DESCRIPTION OF EASEMENT AREA

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EXECUTION VERSION

Purchase and Sale Agreement - Water Tower (Capital Project C0352)

Effective Date: 9/10, 2018

**EXHIBIT E-1**

**FORM OF DEED FOR COUNTY PARCEL - CHASE**

Parent Tax I.D. No. 06-450547

Project No. C-0352, W-8262

**DEED**

**THIS DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between **HOWARD COUNTY, MARYLAND** (the "Grantor"), a body corporate and politic, and **CHASE LAND, LLC** (the "Grantee") a Maryland limited liability company.

**WHEREAS**, the Grantor owns, in fee simple, that certain real property comprising 2.46 acres, more or less, located within the Sixth Election District of Howard County, Maryland, and more commonly shown as Parcel 1 on Tax Map 48 (the "County Property").

**WHEREAS**, pursuant to a Purchase and Sale Agreement dated \_\_\_\_\_ (the "Purchase Agreement"), the Grantor agreed to convey a portion of the County Property to Grantee subject to the approval of the County Council of Howard County.

**WHEREAS**, on \_\_\_\_\_, the County Council of Howard County adopted Council Resolution No. \_\_\_\_\_, which identified approximately [\_\_\_\_\_] acres of the County Property as no longer needed for a public purpose and authorized the County Executive to convey the portion of the County Property, waiving the advertising and bidding requirements of Section 4.201 of the Howard County Code.

**WHEREAS**, the Grantor by this Deed is conveying to Grantee a portion of the County Property, said portion comprising [\_\_\_\_\_] acres, more or less (the "Property").

**NOW, THEREFORE WITNESSETH**, in consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the Grantor hereby grants and conveys unto the Grantee, its successors and assigns, in fee simple, the Property, being more particularly described in Exhibit "A" attached hereto and made a part hereof.

**THE PROPERTY BEING** part of the County Property conveyed by Chase Manhattan Mortgage and Realty Trust, New York City, to the Grantor by Deed dated February 16, 1979 and recorded among the Land Records of Howard County, Maryland in Liber 930, folio 447 on March 8, 1979.

**SUBJECT TO** all easements, rights-of-way, and other matters concerning the Property recorded among the Land Records of Howard County, Maryland.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, in fee simple forever.

THE GRANTOR hereby covenants that it is the sole owner of the Property, that Grantor will warrant and defend title against all acts of Grantor and no other, subject to matters set forth above, and that Grantor will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed and delivered, under seal, by its duly authorized officer or official, on the date first above written.

ATTEST:

GRANTOR:  
HOWARD COUNTY, MARYLAND

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Allan H. Kittleman  
County Executive

APPROVED FOR SUFFICIENCY OF FUNDS:

\_\_\_\_\_  
Janet R. Irvin, Director  
Department of Finance

APPROVED:

\_\_\_\_\_  
James M. Irvin, Director  
Department of Public Works

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

Reviewing Attorney:  
  
\_\_\_\_\_



Lisa S. O'Brien, Sr. Assistant County Solicitor

[Notary follows on the next page.]

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Allan H. Kittleman, the County Executive for Howard County, Maryland, the Grantor in the within Deed, who acknowledged the same to be the act of the County and that he executed the foregoing Deed for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

THIS IS TO CERTIFY that this instrument was prepared by Howard County, Maryland, the grantee named in the within Deed.

\_\_\_\_\_  
Karen Stires, Acting Chief  
Real Estate Services Division

After Recording, Return To:  
Howard County, Maryland  
Real Estate Services Division  
3430 Court House Drive  
Ellicott City, Maryland 21043

**EXHIBIT E-2**

**FORM OF DEED FOR COUNTY PARCEL – ANNAPOLIS JUNCTION**

Parent Tax I.D. No. 06-450547

Project No. C-0352, W-8262

**DEED**

**THIS DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between **HOWARD COUNTY, MARYLAND** (the "Grantor"), a body corporate and politic, and **ANNAPOLIS JUNCTION HOLDINGS, LP** (the "Grantee") a Maryland limited partnership.

**WHEREAS**, the Grantor owns, in fee simple, that certain real property comprising 2.46 acres, more or less, located within the Sixth Election District of Howard County, Maryland, and more commonly shown as Parcel 1 on Tax Map 48 (the "County Property").

**WHEREAS**, pursuant to a Purchase and Sale Agreement dated \_\_\_\_\_ (the "Purchase Agreement"), the Grantor agreed to convey a portion of the County Property to Grantee subject to the approval of the County Council of Howard County.

**WHEREAS**, on \_\_\_\_\_, the County Council of Howard County adopted Council Resolution No. \_\_\_\_\_, which identified approximately [ ] acres of the County Property as no longer needed for a public purpose and authorized the County Executive to convey the portion of the County Property, waiving the advertising and bidding requirements of Section 4.201 of the Howard County Code.

**WHEREAS**, the Grantor by this Deed is conveying to Grantee a portion of the County Property, said portion comprising [ ] acres, more or less (the "Property").

**NOW, THEREFORE WITNESSETH**, in consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the Grantor hereby grants and conveys unto the Grantee, its successors and assigns, in fee simple, the Property, being more particularly described in Exhibit "A" attached hereto and made a part hereof.

**THE PROPERTY BEING** part of the County Property conveyed by Chase Manhattan Mortgage and Realty Trust, New York City, to the Grantor by Deed dated February 16, 1979 and recorded among the Land Records of Howard County, Maryland in Liber 930, folio 447 on March 8, 1979.

**SUBJECT TO** all easements, rights-of-way, and other matters concerning the Property recorded among the Land Records of Howard County, Maryland.

**TO HAVE AND TO HOLD** the Property unto the Grantee, its successors and assigns, in fee simple forever.

**THE GRANTOR** hereby covenants that it is the sole owner of the Property, that Grantor will warrant and defend title against all acts of Grantor and no other, subject to matters set forth above, and that Grantor will execute such further assurances of the same as may be requisite.

**IN WITNESS WHEREOF**, the Grantor has caused this Deed to be executed and delivered, under seal, by its duly authorized officer or official, on the date first above written.

**ATTEST:**

**GRANTOR:  
HOWARD COUNTY, MARYLAND**

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Allan H. Kittleman  
County Executive

**APPROVED FOR SUFFICIENCY OF FUNDS:**

\_\_\_\_\_  
Janet R. Irvin, Director  
Department of Finance

**APPROVED:**

\_\_\_\_\_  
James M. Irvin, Director  
Department of Public Works

**APPROVED FOR FORM AND LEGAL SUFFICIENCY**  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

Reviewing Attorney:  
  
\_\_\_\_\_

Lisa S. O'Brien, Sr. Assistant County Solicitor

[Notary follows on the next page.]

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Allan H. Kittleman, the County Executive for Howard County, Maryland, the Grantor in the within Deed, who acknowledged the same to be the act of the County and that he executed the foregoing Deed for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

THIS IS TO CERTIFY that this instrument was prepared by Howard County, Maryland, the grantee named in the within Deed.

\_\_\_\_\_  
Karen Stires, Acting Chief  
Real Estate Services Division

**After Recording, Return To:**  
Howard County, Maryland  
Real Estate Services Division  
3430 Court House Drive  
Ellicott City, Maryland 21043

53 of 58

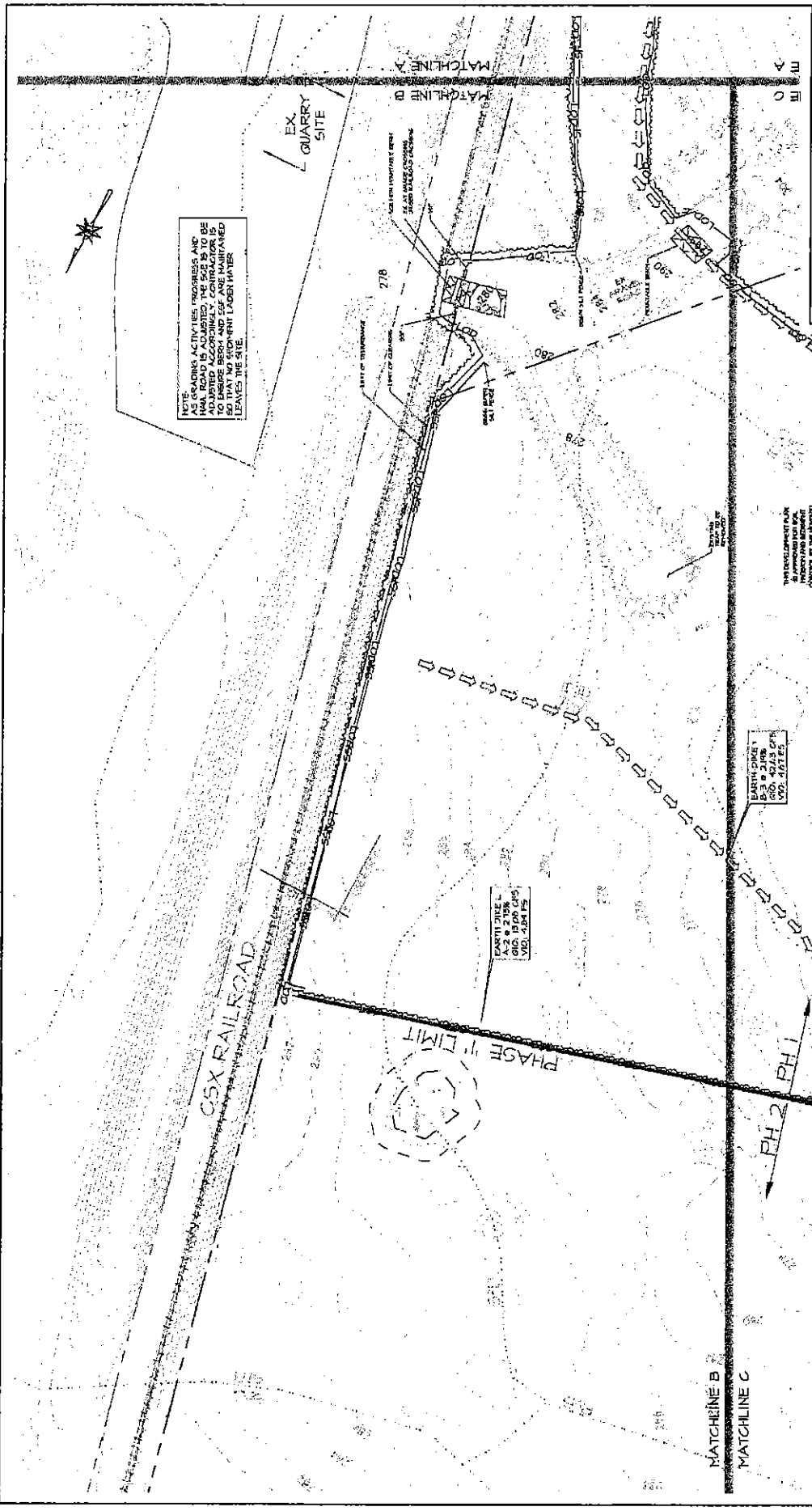
EXECUTION VERSION  
Purchase and Sale Agreement Water Tower (Capital Project C0352)  
Effective Date: 9/11/14, 2018

**EXHIBIT F**  
**APPROVED PLANS**









NOTE:  
 AS GRADING ACTIVITIES PROGRESS AND  
 FINAL ROAD IS ACQUIRED, THE SITE IS TO BE  
 REVEGETATED WITH GRASS AND SOIL  
 TO LARGE ROCKS AND EAF ARE MAINTAINED  
 SO THAT NO SIGNIFICANT LAKE WATER  
 LEAVES THE SITE.

EASTY SIDE -  
 A-2 @ 2.5%  
 (O.C. 15.00' CHS)  
 VOL. 4811'S

EASTY SIDE -  
 B-3 @ 2.5%  
 (O.C. 42.75' CHS)  
 VOL. 4811'S

THE DEVELOPMENT PLAN  
 IS SUBJECT TO THE APPROVAL  
 OF THE LOCAL GOVERNMENT  
 AUTHORITY.  
 DATE: 6/1/17

NOTE  
 1. SEE SHEET 10 FOR MATCH 1 DETAILS  
 2. SEE SHEET 11 FOR MATCH 2 DETAILS  
 3. SEE SHEET 12 FOR MATCH 3 DETAILS  
 4. SEE SHEET 13 FOR MATCH 4 DETAILS  
 5. SEE SHEET 14 FOR MATCH 5 DETAILS  
 6. SEE SHEET 15 FOR MATCH 6 DETAILS

**CNA**  
 Commercial Construction Division  
 10000 W. Northway Drive  
 Suite 1000, Overland Park, KS 66211  
 Phone: 913.881.2000 Fax: 913.881.2001  
 www.cna.com

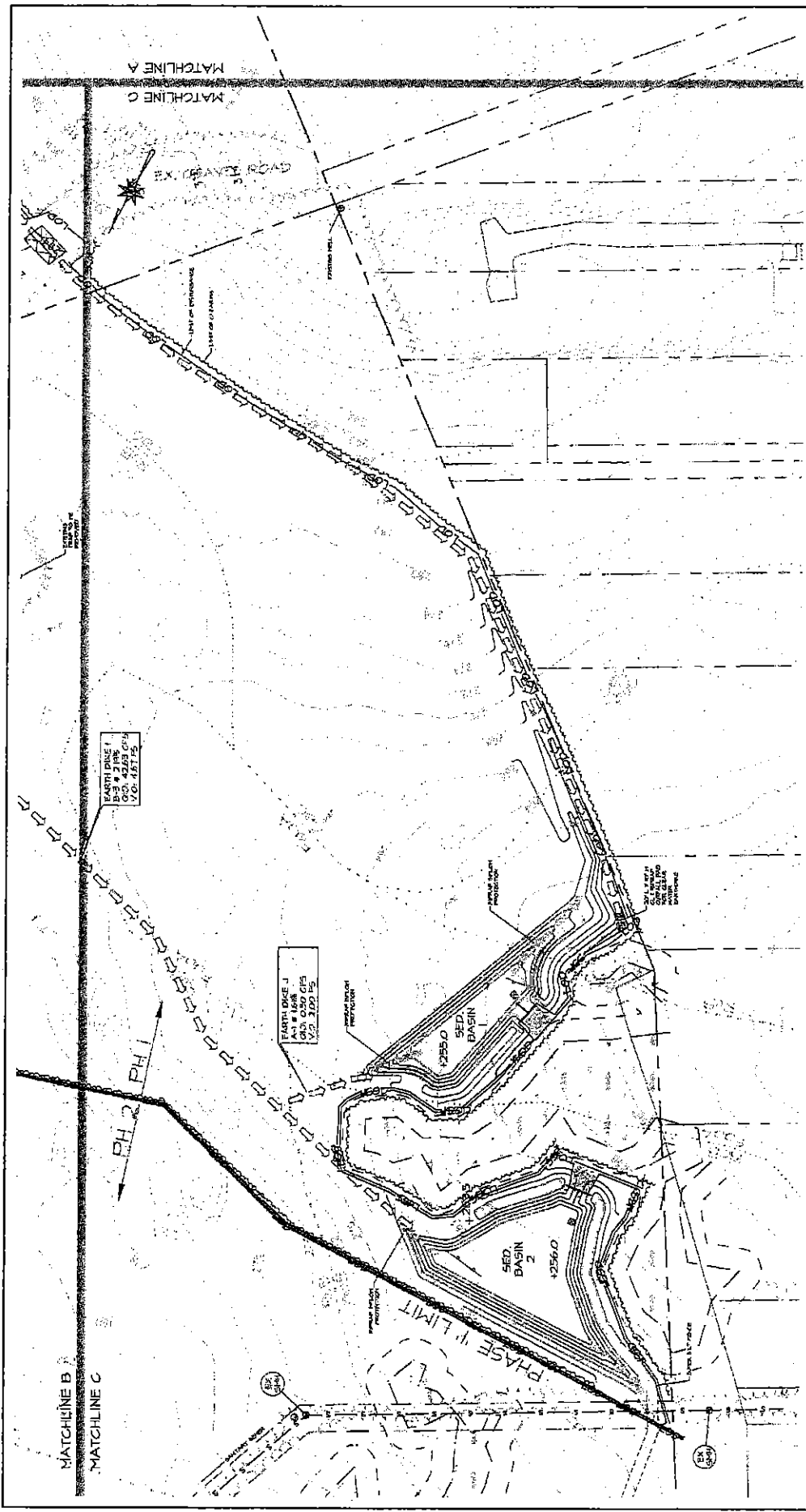
**EROSION AND SEDIMENT CONTROL PLAN**  
 EXISTING CONDITIONS - PHASE I  
**CHASE PROPERTY**  
 AT MISSION ROAD  
 "HATCH" 10/21/17

DATE	REVISION	BY	SCALE

APPROVED: *[Signature]*  
 PROJECT MANAGER  
 DATE: 6/1/17

PREPARED BY: *[Signature]*  
 DATE: 6/1/17

Professional Engineer  
 License No. 17178  
 State of Kansas  
 Date: 1/1/18



**CNA**  
 Construction & Environmental Services  
 10000 Wilshire Blvd., Suite 1000  
 Los Angeles, CA 90024  
 Phone: (310) 736-2000 Fax: (310) 736-1411  
 E-mail: [environmental@cna.com](mailto:environmental@cna.com)

**EROSION AND SEDIMENT CONTROL PLAN**  
 EXISTING CONDITIONS - PHASE I  
**CHASE PROPERTY**  
 AT MISSION ROAD  
 LOS ANGELES, CA  
 JUNE 15, 2011

DATE	REVISION	BY	DATE
1-10-11	1	JK	1-10-11
1-10-11	2	JK	1-10-11
1-10-11	3	JK	1-10-11
1-10-11	4	JK	1-10-11
1-10-11	5	JK	1-10-11

APPROVED BY: [Signature]  
 TITLE: [Title]

APPROVED BY: [Signature]  
 TITLE: [Title]

APPROVED BY: [Signature]  
 TITLE: [Title]

**NOTE**

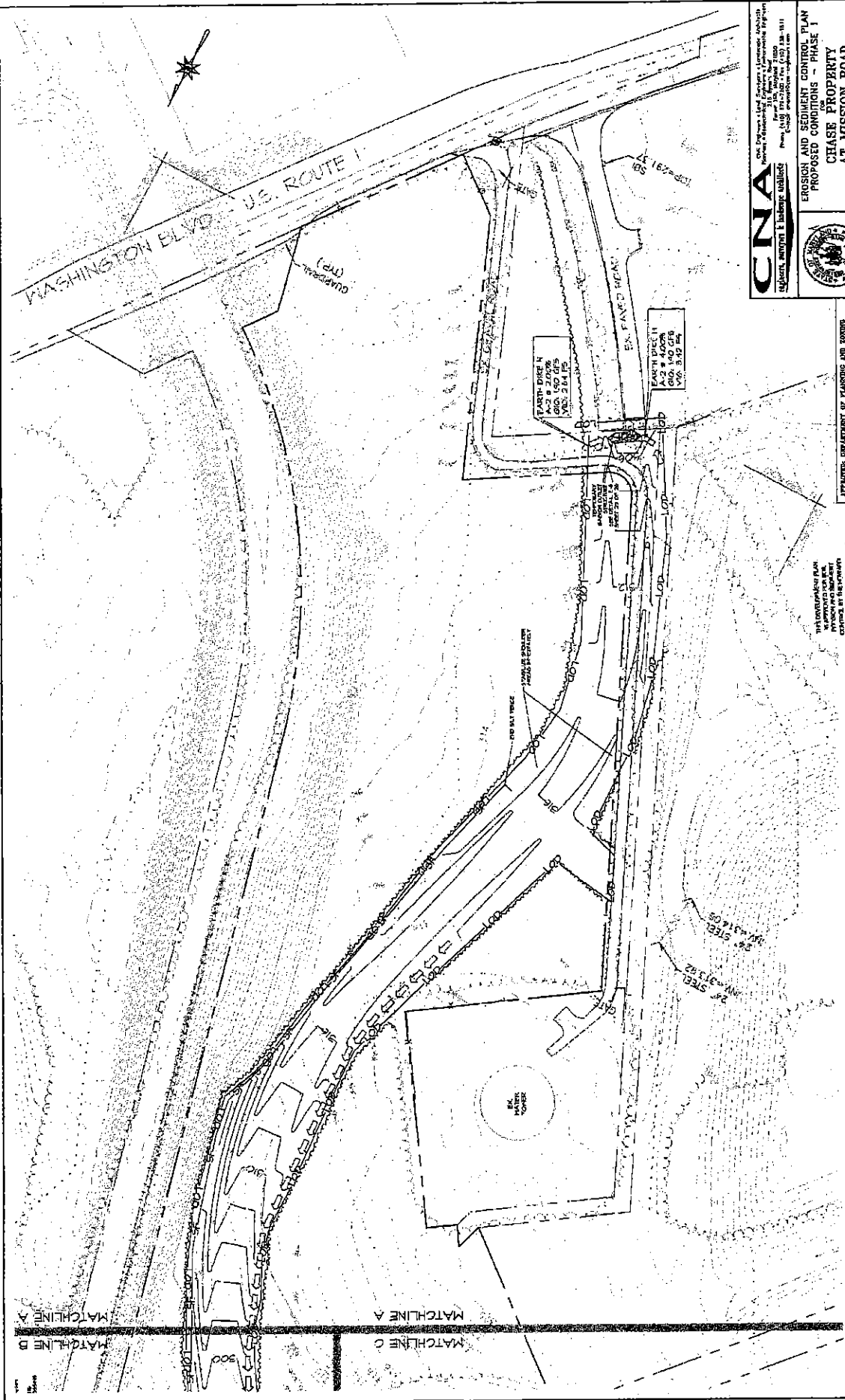
- SEE SHEET 18 FOR BASIN 1 DETAILS.
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- SEE SHEET 100 FOR BASIN 2 DETAILS.

SCALE: 1"=50'

DATE: 1-10-11

APPROVED BY: [Signature]  
 TITLE: [Title]

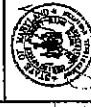
APPROVED BY: [Signature]  
 TITLE: [Title]



**CNA**  
 Civil & Environmental Engineering  
 115, Westwood Blvd.  
 Englewood, Colorado 80110  
 Phone: (303) 750-1000  
 Fax: (303) 750-1010

**EROSION AND SEDIMENT CONTROL PLAN  
 PROPOSED CONDITIONS - PHASE 1  
 CHASE PROPERTY  
 AT MISSION ROAD**

DATE: 10/11/78  
 DRAWN BY: J. W. BROWN  
 CHECKED BY: J. W. BROWN  
 DESIGNED BY: J. W. BROWN  
 SCALE: AS SHOWN



BY ORDER: DEPARTMENT OF PLANNING AND ZONING  
 DATE: 10/11/78

SEAL: JAMES W. BROWN  
 CIVIL ENGINEER  
 STATE OF COLORADO  
 LICENSE NO. 10048

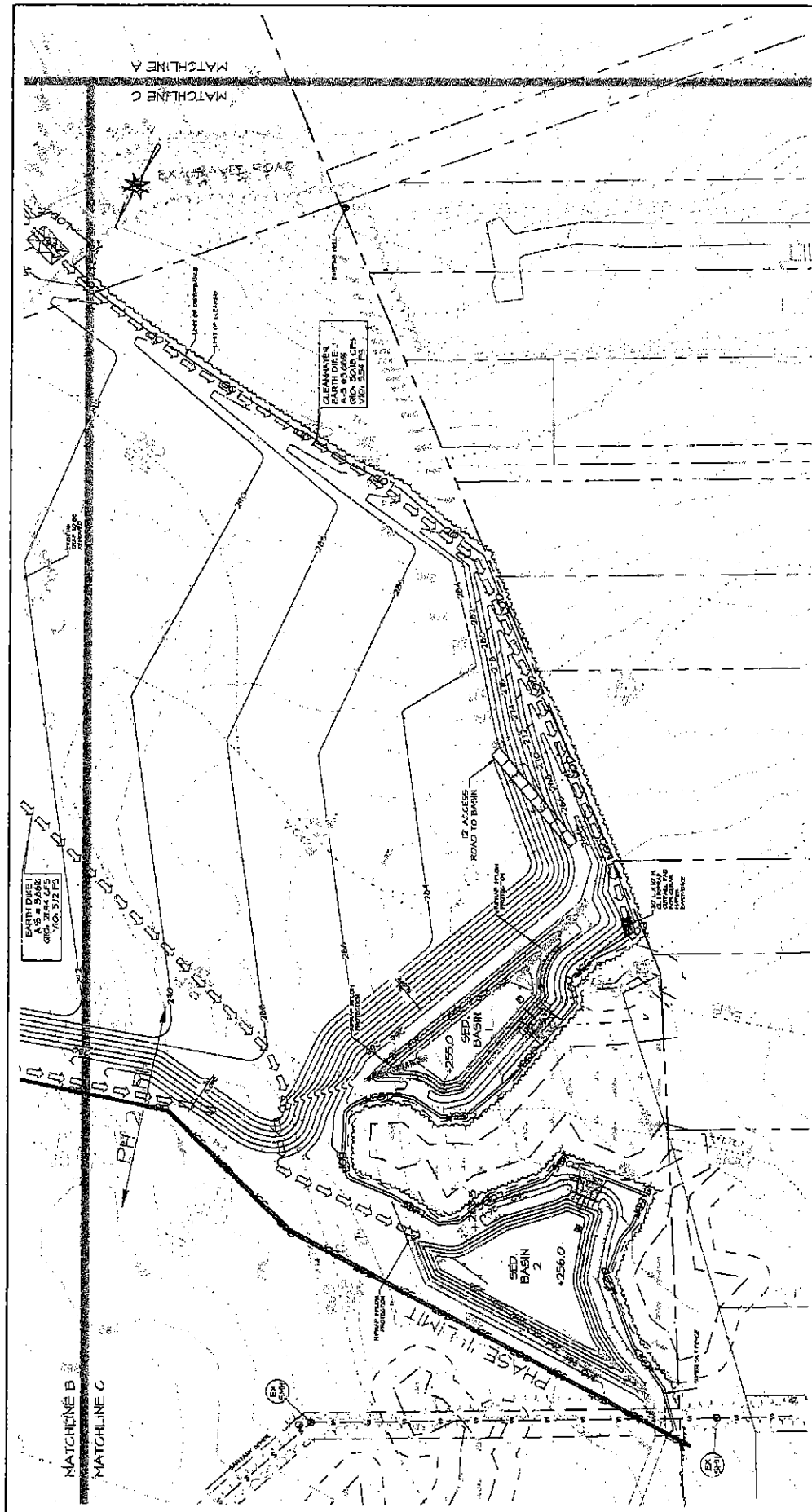
REVISIONS:  
 1. SEE SHEET 18 FOR AREA 1 DETAILS.  
 2. SEE SHEET 19 FOR AREA 2 DETAILS.  
 3. SEE SHEET 20 FOR AREA 3 DETAILS.  
 4. SEE SHEET 21 FOR AREA 4-5 DETAILS.  
 5. PROPOSED LINE OF CLEARING AND LINE OF GRASS SHALL BE FOR CLARITY.

DATE: 1/1/78



- NOTE**
- SEE SHEET 18 FOR AREA 1 DETAILS.
  - SEE SHEET 19 FOR AREA 2 DETAILS.
  - SEE SHEET 20 FOR AREA 3 DETAILS.
  - SEE SHEET 21 FOR AREA 4-5 DETAILS.
  - PROPOSED LINE OF CLEARING AND LINE OF GRASS SHALL BE FOR CLARITY.





**CNA** Construction & Environmental Division  
 10000 Wilshire Blvd, Suite 2000  
 Culver City, CA 90230  
 Phone: (310) 200-4111  
 Fax: (310) 200-4112  
 www.cna.com

**CHASE PROPERTY AT MISSION ROAD**  
 EROSION AND SEDIMENT CONTROL PLAN  
 PROPOSED CONDITIONS - PHASE I

DATE	DESCRIPTION	BY	SCALE
10/15/17	ISSUED FOR PERMITS	JK	AS SHOWN
10/15/17	REVISED	JK	AS SHOWN

THE DEVELOPER/OWNER HAS REVIEWED THIS PLAN AND APPROVES THE INFORMATION CONTAINED HEREIN AND WARRANTS THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

*Signature*  
 PROJECT MANAGER

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING  
 STATE OF CALIFORNIA  
 LICENSE NO. 44111

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING  
 STATE OF CALIFORNIA  
 LICENSE NO. 24828

DATE: 10/15/17



**NOTE**

- SEE SHEET 10 FOR BASIN 1 DETAILS
- SEE SHEET 10 FOR BASIN 2 DETAILS
- SEE SHEET 10 FOR BASIN 2 DETAILS
- SEE SHEET 11 FOR BASIN 1-5 DETAILS
- SEE SHEET 11 FOR BASIN 1-5 DETAILS
- SEE SHEET 11 FOR BASIN 1-5 DETAILS

APPROVED: DEPARTMENT OF PLANNING AND ZONING  
 DIST. DOCUMENT NUMBER: 2017-001  
 DIST. DATE: 10/15/17





**CNA**  
 CONSTRUCTION SERVICES  
 10000 W. 10th Street, Suite 100  
 Overland Park, KS 66211  
 Phone: (913) 709-3300 Fax: (913) 644-1411  
 Website: www.cna.com

EROSION AND SEDIMENT CONTROL PLAN EASTING CONDONS - PHASE 2 CHASE PROPERTY AT MISSION ROAD 1000 W. MISSION ROAD OVERLAND PARK, KS 66211	
DATE	REVISIONS
5/11/17	1
5/11/17	2
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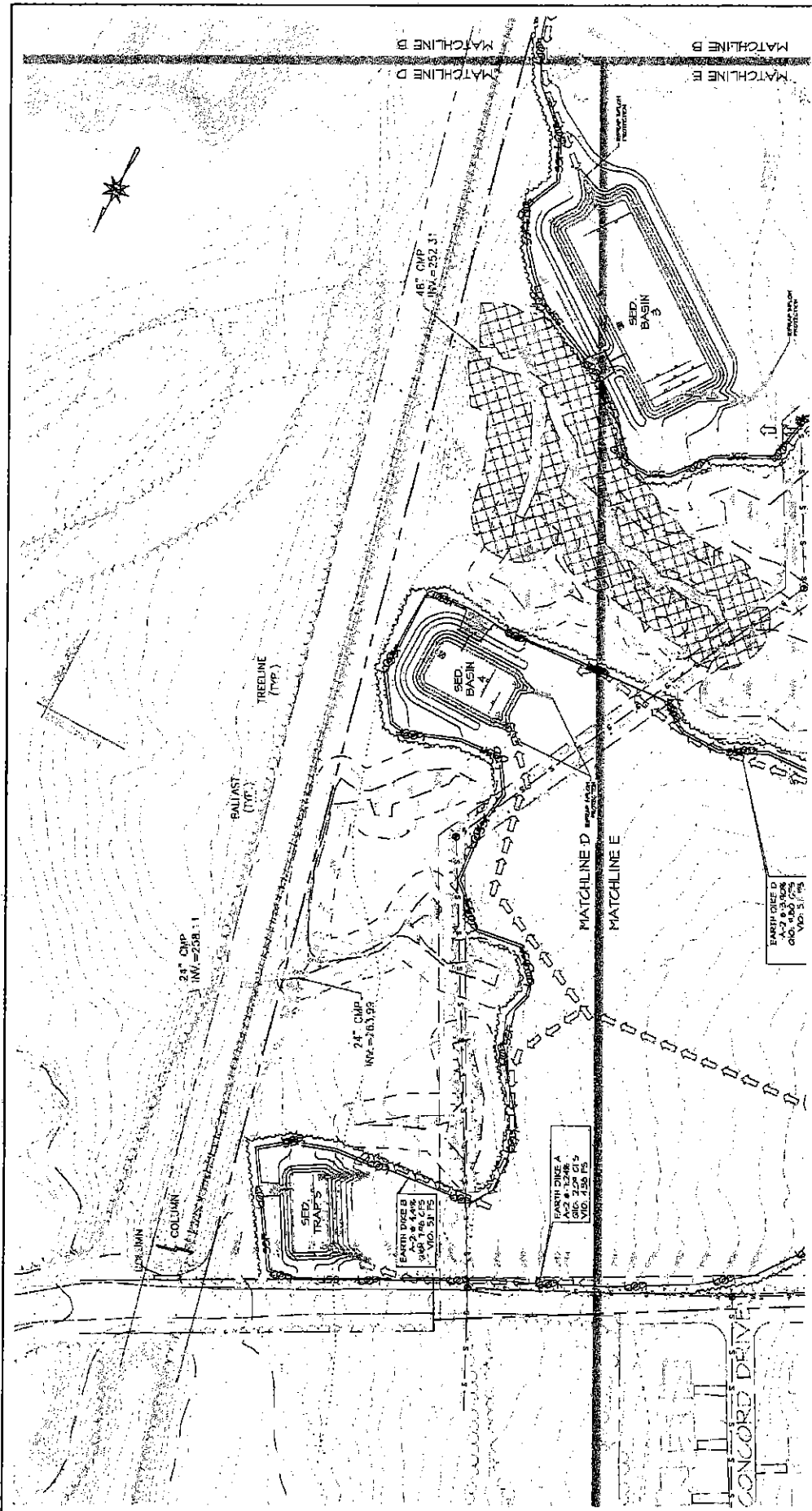
THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER AND CONTRACTOR AND ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND CONTRACTOR.  
 APPROVED: [Signature]  
 DATE: 5/11/17

APPROVED REPRESENTATIVE OF PLANNING AND ZONING  
 CITY OF OVERLAND PARK  
 DATE: 5/11/17

Professional Engineer: [Signature]  
 Date: 5/11/17

- NOTE**
- SEE SHEET 18 FOR BASIN 1 DETAILS
  - SEE SHEET 19 FOR BASIN 2 DETAILS
  - SEE SHEET 20 FOR BASIN 3 DETAILS
  - SEE SHEET 21 FOR BASIN 4-5 DETAILS
  - IMPOSED LIMIT OF CLEARWATER BASIN
  - DRIFT FROM TOP TO THE QUARRY





**CNA** Civil Engineering & Surveying, Inc.  
 10000 Wilshire Blvd., Suite 2000  
 Beverly Hills, CA 90210  
 (310) 274-1111  
 www.cna-engineering.com

**EROSION AND SEDIMENT CONTROL PLAN**  
**EXISTING CONDITIONS - PHASE 2**  
**CHASE PROPERTY**  
**AT MISSION ROAD**  
 CHASE, CA 91304

DATE: 08/20/12	DATE: 08/20/12	DATE: 08/20/12
BY: [Signature]	BY: [Signature]	BY: [Signature]
CHECKED BY: [Signature]	CHECKED BY: [Signature]	CHECKED BY: [Signature]
SCALE: AS SHOWN	SCALE: AS SHOWN	SCALE: AS SHOWN

APPROVED DEPARTMENT OF PLANNING AND ZONING

PROFESSIONAL ENGINEER: [Signature]

PROFESSIONAL LANDSCAPE ARCHITECT: [Signature]

PROFESSIONAL ARCHITECT: [Signature]

PROFESSIONAL CIVIL ENGINEER: [Signature]

PROFESSIONAL ELECTRICAL ENGINEER: [Signature]

PROFESSIONAL MECHANICAL ENGINEER: [Signature]

PROFESSIONAL CHEMICAL ENGINEER: [Signature]

PROFESSIONAL INDUSTRIAL ENGINEER: [Signature]

PROFESSIONAL METALLURGICAL ENGINEER: [Signature]

PROFESSIONAL NUCLEAR ENGINEER: [Signature]

PROFESSIONAL AERONAUTICAL ENGINEER: [Signature]

PROFESSIONAL AEROSPACE ENGINEER: [Signature]

PROFESSIONAL AGRICULTURAL ENGINEER: [Signature]

PROFESSIONAL ARCHITECTURAL ENGINEER: [Signature]

PROFESSIONAL CIVIL ENGINEER: [Signature]

PROFESSIONAL ELECTRICAL ENGINEER: [Signature]

PROFESSIONAL MECHANICAL ENGINEER: [Signature]

PROFESSIONAL CHEMICAL ENGINEER: [Signature]

PROFESSIONAL INDUSTRIAL ENGINEER: [Signature]

PROFESSIONAL METALLURGICAL ENGINEER: [Signature]

PROFESSIONAL NUCLEAR ENGINEER: [Signature]

PROFESSIONAL AERONAUTICAL ENGINEER: [Signature]

PROFESSIONAL AEROSPACE ENGINEER: [Signature]

THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND SURROUNDING AREAS AND HAS FOUND THE INFORMATION TO BE TRUE AND CORRECT.

DATE: 08/20/12

BY: [Signature]

PROFESSIONAL ENGINEER: [Signature]

PROFESSIONAL LANDSCAPE ARCHITECT: [Signature]

PROFESSIONAL ARCHITECT: [Signature]

PROFESSIONAL CIVIL ENGINEER: [Signature]

PROFESSIONAL ELECTRICAL ENGINEER: [Signature]

PROFESSIONAL MECHANICAL ENGINEER: [Signature]

PROFESSIONAL CHEMICAL ENGINEER: [Signature]

PROFESSIONAL INDUSTRIAL ENGINEER: [Signature]

PROFESSIONAL METALLURGICAL ENGINEER: [Signature]

PROFESSIONAL NUCLEAR ENGINEER: [Signature]

PROFESSIONAL AERONAUTICAL ENGINEER: [Signature]

PROFESSIONAL AEROSPACE ENGINEER: [Signature]

SCALE: AS SHOWN

1" = 100'

0 10 20 30 40 50 60 70 80 90 100

**NOTE**

- SEE SHEET 10 FOR BASIN 1 DETAILS.
- SEE SHEET 11 FOR BASIN 2 DETAILS.
- SEE SHEET 12 FOR BASIN 3 DETAILS.
- SEE SHEET 13 FOR BASIN 4-3 DETAILS.
- SEE SHEET 14 FOR BASIN 4-2 DETAILS.

CONCORD DRIVE

MISSION ROAD

MATCHLINE D

MATCHLINE E

TREE LINE (TYP.)

PALLIAD (TYP.)

COLUJIN

SED. TRAPS

SED. BASIN 1

SED. BASIN 2

SED. BASIN 3

CATCH AREA A

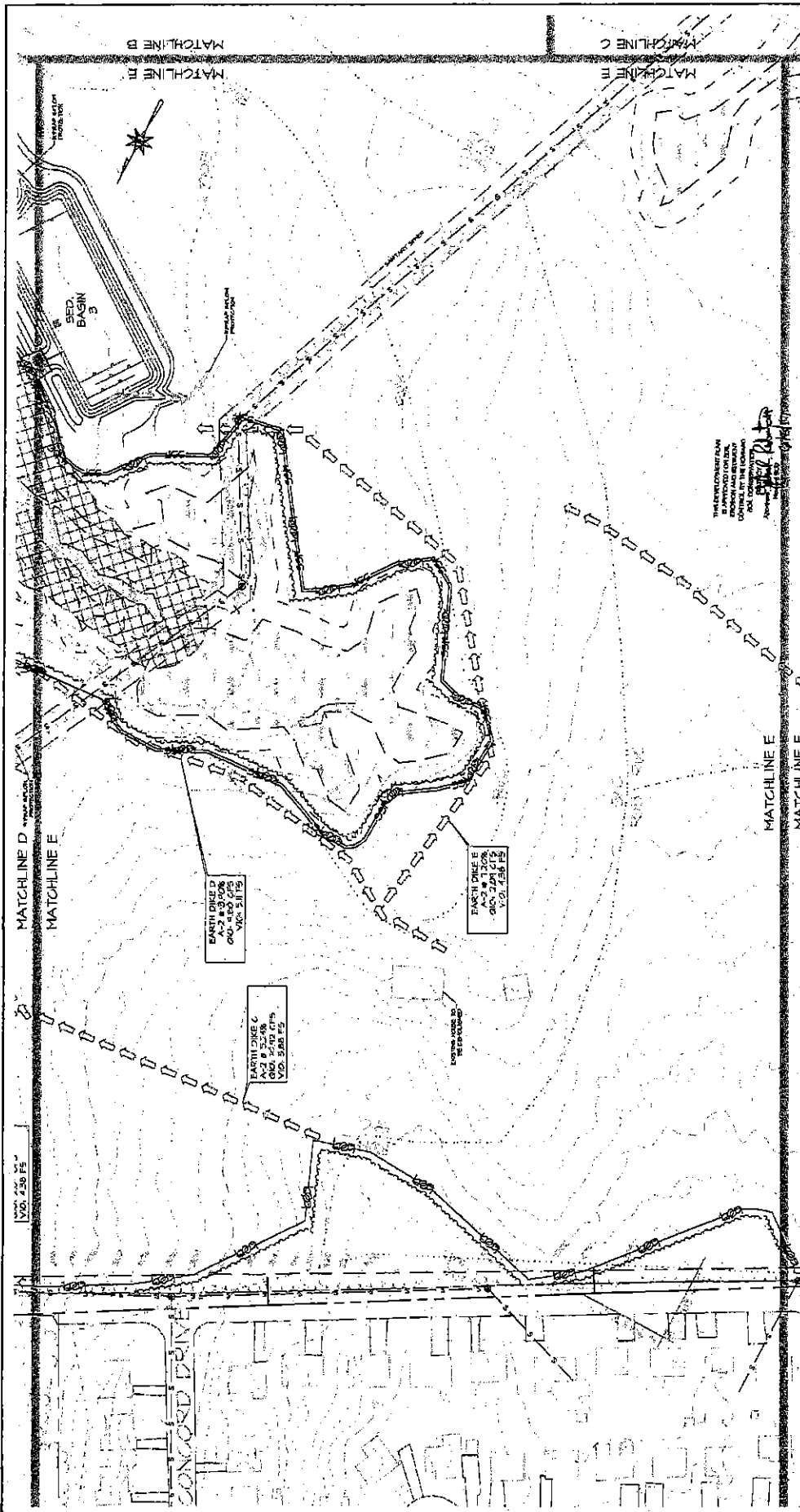
CATCH AREA B

CATCH AREA C

24" CMP INV. = 258.11

24" CMP INV. = 263.99

48" CMP INV. = 252.31



**CNA**  
 3100 Wilshire Blvd., Suite 2000, Los Angeles, CA 90010  
 Phone: (310) 734-2200 Fax: (310) 734-1811  
 Website: www.cna.com

**EROSION AND SEDIMENT CONTROL PLAN  
 EXISTING CONDITIONS - PHASE 1  
 CHASE PROPERTY  
 AT MISSION ROAD**

DATE: 5/1/78  
 DRAWN BY: JSD/MS  
 CHECKED BY: JSD/MS  
 DESIGN BY: JSD/MS  
 SCALE: AS SHOWN  
 SHEET NO.: 11 OF 21

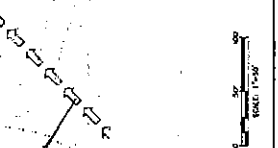
**NOTE**

- SEE SHEET 10 FOR BASIN 3 DETAILS
- SEE SHEET 11 FOR BASIN 2 DETAILS
- SEE SHEET 20 FOR BASIN 2 DETAILS
- SEE SHEET 21 FOR BASIN 2-3 DETAILS
- PROTECT FROM ALL OTHER WORK

PERMITS: EROSION CONTROL PERMIT NO. 18377, EXPIRES 1/1/79

DESIGNED BY: JSD/MS  
 DATE: 5/1/78

APPROVED: DEPARTMENT OF PLANNING AND ZONING  
 CITY OF LOS ANGELES  
 DATE: 5/1/78



**PARTI DRIE A**  
 A-2 & 5108 FS  
 A-3 & 5108 FS  
 VOL. 5/28 FS

**PARTI DRIE B**  
 A-2 & 5108 FS  
 A-3 & 5108 FS  
 VOL. 5/28 FS

**PARTI DRIE C**  
 A-2 & 5108 FS  
 A-3 & 5108 FS  
 VOL. 5/28 FS

**PARTI DRIE D**  
 A-2 & 5108 FS  
 A-3 & 5108 FS  
 VOL. 5/28 FS

**PARTI DRIE E**  
 A-2 & 5108 FS  
 A-3 & 5108 FS  
 VOL. 5/28 FS

**SED. BASIN 3**

**SED. BASIN 2**

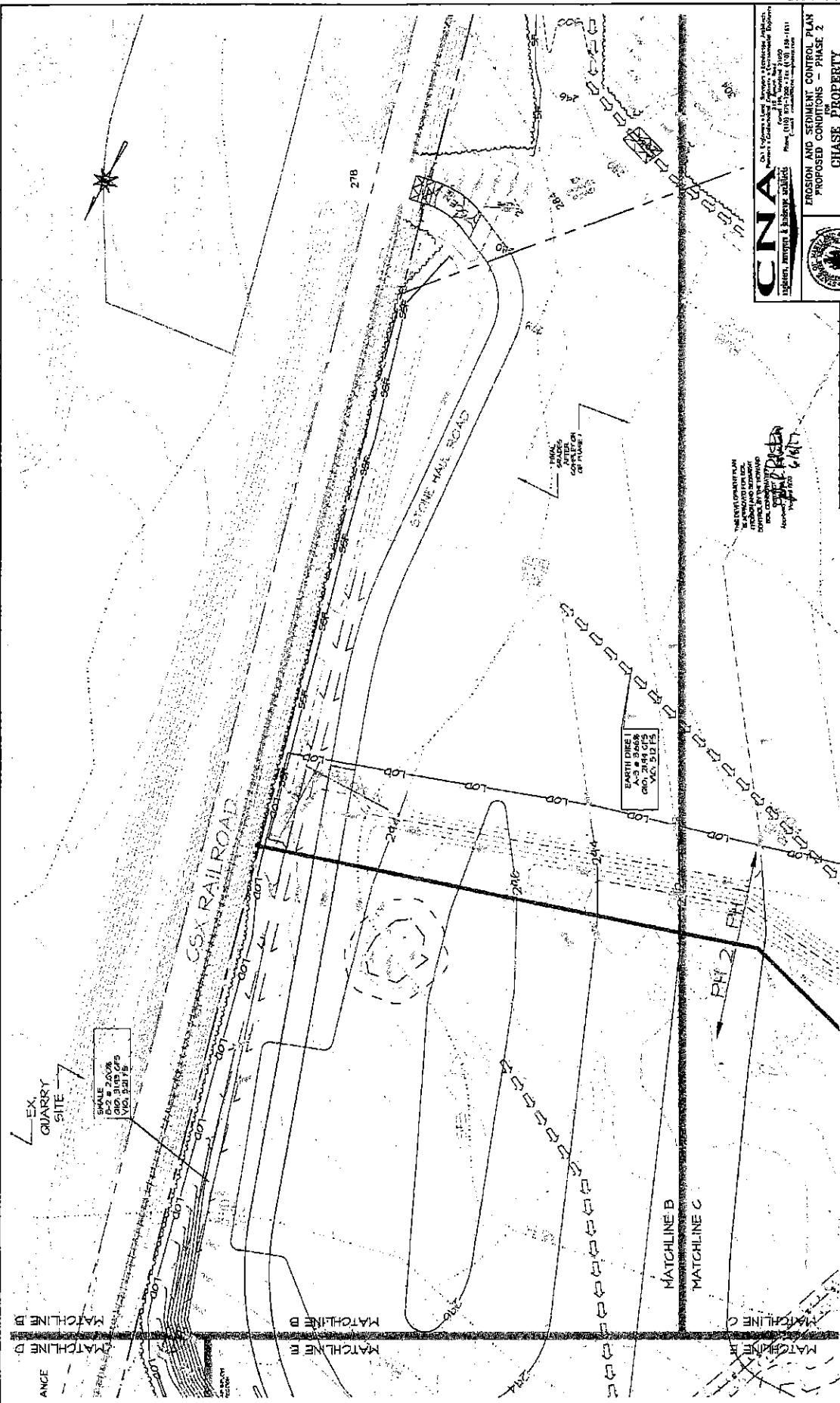
**SED. BASIN 2-3**

**REDONDO WAY**

**CONCORD DRIVE**

**MATCHLINE B**  
**MATCHLINE C**  
**MATCHLINE D**  
**MATCHLINE E**  
**MATCHLINE F**





EX. QUARRY SITE

SCALE  
 1" = 30'  
 AND 3/16" = 3'  
 V.D. 2/17/78

PARTIAL DRAIN  
 A-3 21658  
 200, 2044 CFS  
 VES. 312 FS

THE STATE ENGINEER HAS REVIEWED THIS PLAN AND APPROVES THE CONSTRUCTION OF THE EROSION AND SEDIMENT CONTROL STRUCTURES SHOWN HEREON.

**CNA**  
 ENGINEERING & SURVEYING  
 10000 W. 11th Avenue, Suite 100  
 Denver, Colorado 80202  
 Phone: (303) 750-1100  
 Fax: (303) 750-1111

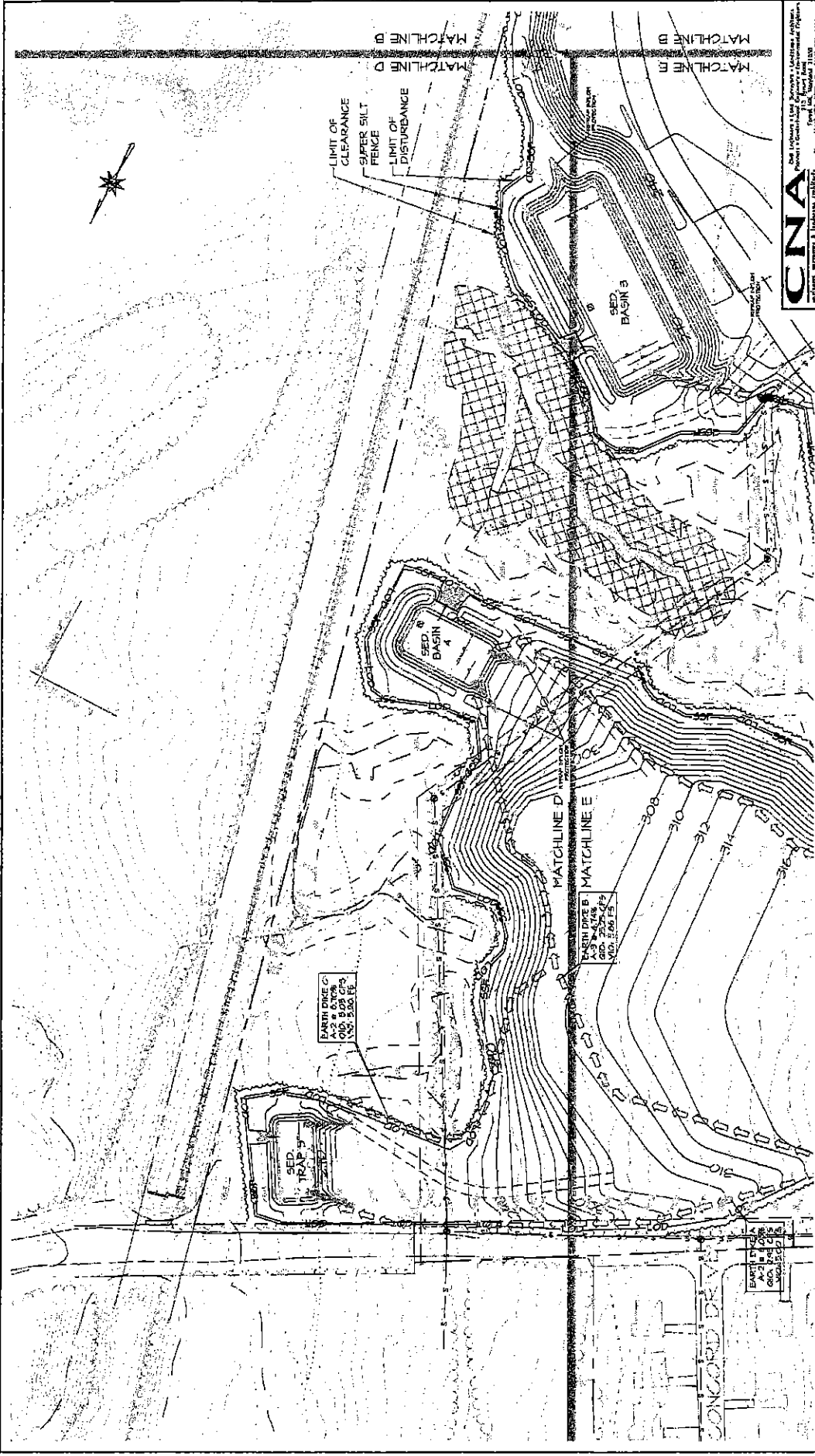
**EROSION AND SEDIMENT CONTROL PLAN  
 PROPOSED CONDITIONS - PHASE 2  
 FOR  
 CHASE PROPERTY  
 AT MISSION ROAD**

DATE	REVISION	BY	CHKD.	APPROVED

APPROVAL: DEPARTMENT OF PLANNING AND ZONING  
 DIST. CONTRACT NO. PZ-78-001-001  
 DIST. NO. OF THE DISTRICT: 1  
 DIST. NO. OF THE DISTRICT: 1  
 DIST. NO. OF THE DISTRICT: 1  
 DIST. NO. OF THE DISTRICT: 1  
 DIST. NO. OF THE DISTRICT: 1

- NOTE**
- SEE SHEET 11 FOR BENCH & BEARS
  - SEE SHEET 10 FOR BENCH & BEARS
  - SEE SHEET 9 FOR BENCH & BEARS
  - SEE SHEET 8 FOR BENCH & BEARS
  - SEE SHEET 7 FOR BENCH & BEARS
  - SEE SHEET 6 FOR BENCH & BEARS
  - SEE SHEET 5 FOR BENCH & BEARS
  - SEE SHEET 4 FOR BENCH & BEARS
  - SEE SHEET 3 FOR BENCH & BEARS
  - SEE SHEET 2 FOR BENCH & BEARS
  - SEE SHEET 1 FOR BENCH & BEARS





**CNA**  
 One Indiana Lane, Suite 2000, Lawrenceville, Georgia  
 770.962.8600  
 1000 Peachtree Dunwoody Road, Suite 1100, Atlanta, Georgia 30328  
 404.875.1000  
 www.cna.com

**EROSION AND SEDIMENT CONTROL PLAN**  
**PROPOSED CONDITIONS -- PHASE 2**  
**CHASE PROPERTY**  
**AT MISSION ROAD**  
 4410 MISSION ROAD  
 LAWRENCEVILLE, GA 30046

Date	Revisions
3/11/17	1" x 5"
3/11/17	Job No.
	Design No.
	Sheet No.
	Sheet of

APPROVED: DEPARTMENT OF PLANNING AND ZONING  
 DATE: 3/11/17

Professional Certification: I am a Professional Engineer in the State of Georgia, License No. 11111, and that I have prepared or supervised the preparation of the above plan, specification, or report, and that I am a duly licensed Professional Engineer in the State of Georgia, License No. 11111, as of the date of this plan, specification, or report, and that I am duly licensed in the State of Georgia, License No. 11111, as of the date of this plan, specification, or report.

THE DEVELOPMENT PLAN IS APPROVED FOR THE CITY OF LAWRENCEVILLE, GEORGIA BY THE BOARD OF PLANNING AND ZONING ON 3/11/17.

**NOTE**

- SEE SHEET 18 FOR BASIN 1 DETAILS
- SEE SHEET 19 FOR BASIN 2 DETAILS
- SEE SHEET 20 FOR BASIN 3 DETAILS
- SEE SHEET 21 FOR BASIN 4-5 DETAILS
- PROTECT TRAP AND BASIN FROM ADJACENT PROPERTY

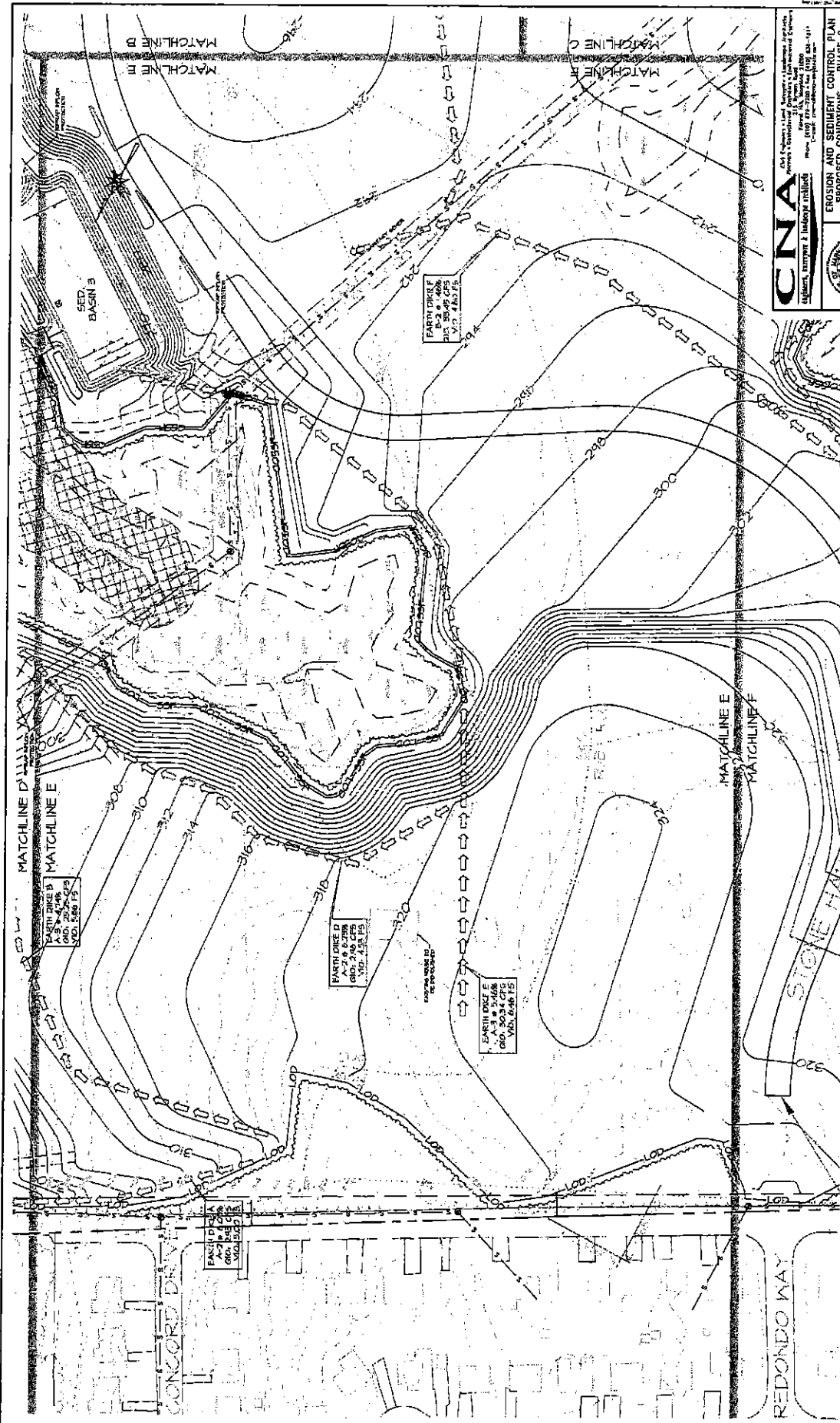
SED. TRAP 1  
 A-2 & CATCH  
 NO. 308 CIP  
 NO. 308 CIP

SED. BASIN 4  
 A-3 & A-4  
 NO. 308 CIP  
 NO. 308 CIP

SED. BASIN 3  
 NO. 308 CIP  
 NO. 308 CIP

SED. BASIN 2  
 NO. 308 CIP  
 NO. 308 CIP

MISSION ROAD  
 4410 MISSION ROAD  
 LAWRENCEVILLE, GA 30046



**CNA**  
 CNA Financial Corporation  
 100 North Wacker Drive  
 Chicago, Illinois 60606  
 Phone: (312) 241-1000  
 Fax: (312) 241-1001

**EROSION AND SEDIMENT CONTROL PLAN  
 PROPOSED CONDITIONS - PHASE 2  
 CHASE PROPERTY  
 AT MISSION ROAD  
 100' x 100' x 100'**

DATE: 05/17/00  
 SCALE: 1" = 20'

NO. OF SHEETS	10
SHEET NO.	10
DATE	05/17/00
BY	JKP
CHECKED BY	JKP
APPROVED BY	JKP
DATE	05/17/00

**APPROVED FOR THE CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 DIVISION OF PUBLIC WORKS  
 DIVISION OF PUBLIC WORKS  
 DIVISION OF PUBLIC WORKS

**APPROVED FOR THE CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 DIVISION OF PUBLIC WORKS  
 DIVISION OF PUBLIC WORKS  
 DIVISION OF PUBLIC WORKS

**APPROVED FOR THE CITY OF LOS ANGELES**  
 DEPARTMENT OF PUBLIC WORKS  
 DIVISION OF PUBLIC WORKS  
 DIVISION OF PUBLIC WORKS  
 DIVISION OF PUBLIC WORKS

**NOTE**

- SEE SHEET 10 FOR BASH 1 DETAILS.
- SEE SHEET 10 FOR BASH 2 DETAILS.
- SEE SHEET 10 FOR BASH 3 DETAILS.
- SEE SHEET 10 FOR BASH 4 DETAILS.
- SEE SHEET 10 FOR BASH 5 DETAILS.
- SEE SHEET 10 FOR BASH 6 DETAILS.
- SEE SHEET 10 FOR BASH 7 DETAILS.
- SEE SHEET 10 FOR BASH 8 DETAILS.
- SEE SHEET 10 FOR BASH 9 DETAILS.
- SEE SHEET 10 FOR BASH 10 DETAILS.

**SCALE 1" = 20'**

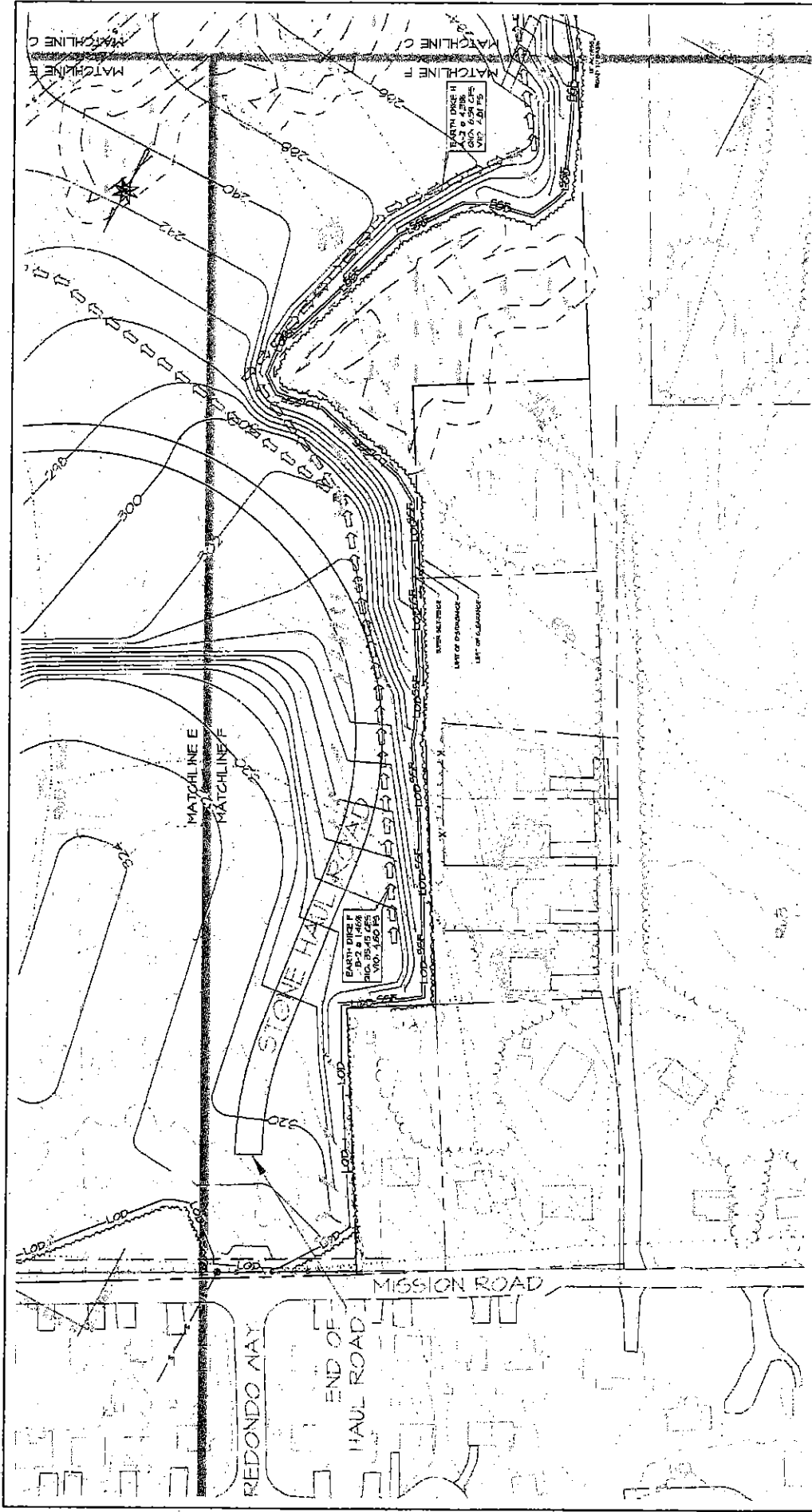
**DATE: 05/17/00**

**BY: JKP**

**CHECKED BY: JKP**

**APPROVED BY: JKP**

**DATE: 05/17/00**



**CNA**  
 10000 15th Avenue, Suite 1000, Denver, Colorado 80202  
 (303) 750-1000  
 FAX: (303) 750-1011  
 www.cna.com

**EROSION AND SEDIMENT CONTROL PLAN  
 PROPOSED CONDITIONS - PHASE 2  
 CHASE PROPERTY  
 AT MISSION ROAD  
 4320 WASHINGTON AVE  
 DENVER, CO 80202**

DATE:	5/1/17	SCALE:	AS SHOWN
DRAWN BY:	JOB NO:	DATE:	17 of 25
DESIGNED BY:	13086	REVISIONS:	
CHECKED BY:			
APPROVED BY:			

APPROVED: DEPARTMENT OF PLANNING AND ZONING  
 DATE: 5/1/17  
 PROJECT: CHASE PROPERTY AT MISSION ROAD  
 DRAWN BY: J. [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]

Professional Certificate: I hereby certify that this plan and all documents were prepared or approved by me, and that I am a duly Licensed Professional Engineer in the State of Colorado, License No. 10000, expiring 12/31/18.  
 Date: 5/1/17.



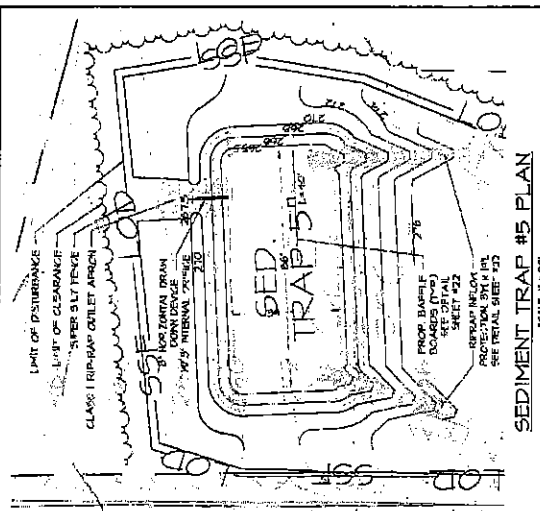
- NOTE**
1. SEE SHEET 11 FOR MARK 1 DETAILS
  2. SEE SHEET 11 FOR MARK 2 DETAILS
  3. SEE SHEET 11 FOR MARK 3 DETAILS
  4. SEE SHEET 21 FOR MARK 4-5 DETAILS
  5. PROPOSED LINE OF CONCRETE CURB, SEE SHEET 11 FOR LINE FOR CURB.











**SEDIMENT TRAP #5 PLAN**  
SCALE: 1" = 20'

CONSULTANT'S STANDARD QUALITY CERTIFICATION

THE CONSULTANT HAS REVIEWED THE DESIGN AND CONSTRUCTION DETAILS OF THIS PROJECT AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DESIGN AND CONSTRUCTION SPECIFICATIONS AND THE REGULATIONS OF THE STATE OF MARYLAND.

DATE: 6/1/77

USPA - NRC MARYLAND POND CODE 376 APPROVA

THE DEVELOPMENT PLAN FOR THIS PROJECT HAS BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DESIGN AND CONSTRUCTION SPECIFICATIONS AND THE REGULATIONS OF THE STATE OF MARYLAND.

DATE: 6/1/77

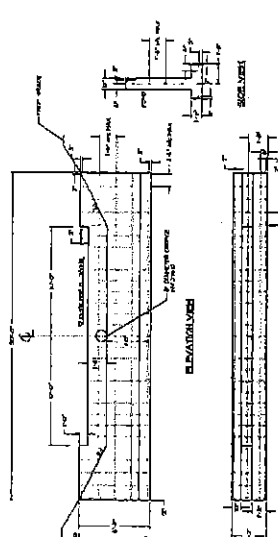
**DESIGNER/OWNER**  
Chase Property, Inc.  
10000 Chase Road  
Chase, MD 21714

**ENGINEER AND SEDIMENT CONTROL PLAN**  
SEDIMENT BASIN 4 & TRAP 5  
CHASE PROPERTY  
AT MISSION ROAD  
CHASE, MARYLAND

**CNA**  
Construction & Infrastructure  
10000 Chase Road  
Chase, MD 21714

DATE	REVISION
6/1/77	1
6/1/77	2
6/1/77	3
6/1/77	4
6/1/77	5
6/1/77	6
6/1/77	7
6/1/77	8
6/1/77	9
6/1/77	10

NO.	DESCRIPTION	DATE
1	DESIGN	5/1/77
2	REVISED DESIGN	5/1/77
3	REVISED DESIGN	5/1/77
4	REVISED DESIGN	5/1/77
5	REVISED DESIGN	5/1/77
6	REVISED DESIGN	5/1/77
7	REVISED DESIGN	5/1/77
8	REVISED DESIGN	5/1/77
9	REVISED DESIGN	5/1/77
10	REVISED DESIGN	5/1/77



**SEDIMENT BASIN 4 WEIR-WALL DETAIL**  
SCALE: 1" = 12'

APPROXIMATE ELEVATION OF WEIR AND SOUNDING

DATE: 6/1/77

USPA - NRC MARYLAND POND CODE 376 APPROVA

THE DEVELOPMENT PLAN FOR THIS PROJECT HAS BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DESIGN AND CONSTRUCTION SPECIFICATIONS AND THE REGULATIONS OF THE STATE OF MARYLAND.

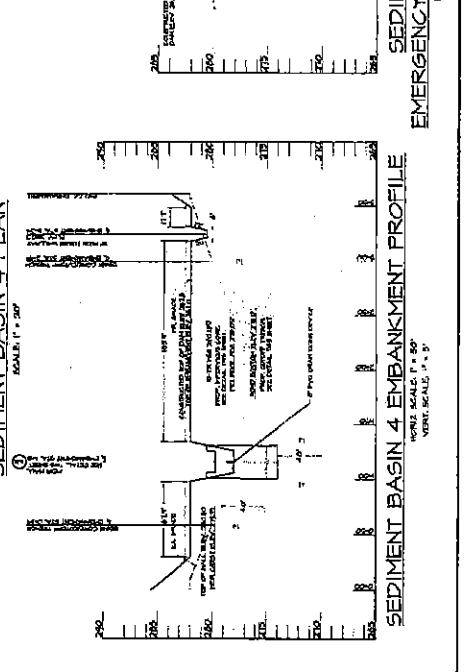
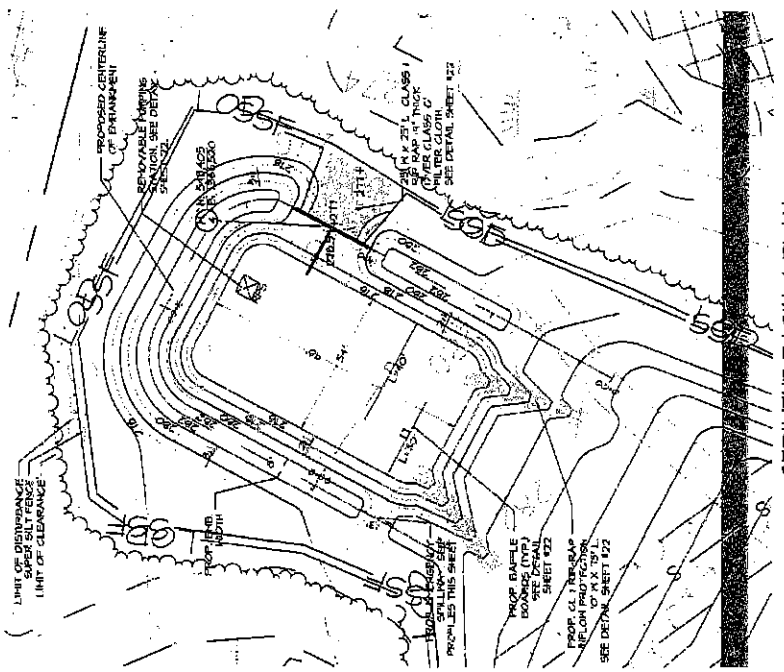
DATE: 6/1/77

**SEDIMENT BASIN 4 EMERGENCY SPILLWAY PROFILE**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 PRINCIPAL SPILLWAY PROFILE**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 EMBANKMENT PROFILE**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 SEDIMENT SPILLWAY PROFILE**  
SCALE: 1" = 20'



**SEDIMENT BASIN 4 PLAN**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 EMBANKMENT PROFILE**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 PRINCIPAL SPILLWAY PROFILE**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 SEDIMENT SPILLWAY PROFILE**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 WEIR-WALL DETAIL**  
SCALE: 1" = 12'

**SEDIMENT TRAP #5 PLAN**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 WEIR-WALL DETAIL**  
SCALE: 1" = 12'

**SEDIMENT BASIN 4 EMERGENCY SPILLWAY PROFILE**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 PRINCIPAL SPILLWAY PROFILE**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 EMBANKMENT PROFILE**  
SCALE: 1" = 20'

**SEDIMENT BASIN 4 SEDIMENT SPILLWAY PROFILE**  
SCALE: 1" = 20'





VEGETATIVE SPECIFICATIONS

- 1. PREPARATION
2. SOIL PREPARATION
3. SEEDING
4. PLANTING
5. MAINTENANCE

1. PREPARATION
The contractor shall prepare the site for seeding and planting in accordance with the following specifications...

2. SOIL PREPARATION
The contractor shall prepare the soil for seeding and planting in accordance with the following specifications...

3. SEEDING
The contractor shall seed the site in accordance with the following specifications...

4. PLANTING
The contractor shall plant the site in accordance with the following specifications...

5. MAINTENANCE
The contractor shall maintain the site in accordance with the following specifications...

CONSTRUCTION SPECIFICATIONS

- 1. SITE PREPARATION
2. EXCAVATION
3. CONCRETE
4. MASONRY
5. ROOFING
6. PLUMBING
7. ELECTRICAL
8. MECHANICAL
9. FINISHES

1. SITE PREPARATION
The contractor shall prepare the site for construction in accordance with the following specifications...

2. EXCAVATION
The contractor shall excavate the site in accordance with the following specifications...

3. CONCRETE
The contractor shall construct concrete in accordance with the following specifications...

4. MASONRY
The contractor shall construct masonry in accordance with the following specifications...

5. ROOFING
The contractor shall roof the site in accordance with the following specifications...

6. PLUMBING
The contractor shall install plumbing in accordance with the following specifications...

7. ELECTRICAL
The contractor shall install electrical in accordance with the following specifications...

FORMWORK SCHEDULE SUMMARY

Table with columns: Activity, Duration, Start Date, End Date, etc.

1. FORMWORK SCHEDULE SUMMARY
The contractor shall complete the formwork schedule in accordance with the following specifications...

2. FORMWORK SCHEDULE SUMMARY
The contractor shall complete the formwork schedule in accordance with the following specifications...

3. FORMWORK SCHEDULE SUMMARY
The contractor shall complete the formwork schedule in accordance with the following specifications...

4. FORMWORK SCHEDULE SUMMARY
The contractor shall complete the formwork schedule in accordance with the following specifications...

5. FORMWORK SCHEDULE SUMMARY
The contractor shall complete the formwork schedule in accordance with the following specifications...

6. FORMWORK SCHEDULE SUMMARY
The contractor shall complete the formwork schedule in accordance with the following specifications...

7. FORMWORK SCHEDULE SUMMARY
The contractor shall complete the formwork schedule in accordance with the following specifications...

8. FORMWORK SCHEDULE SUMMARY
The contractor shall complete the formwork schedule in accordance with the following specifications...

1. GENERAL
2. MATERIALS
3. CONSTRUCTION METHODS
4. QUALITY CONTROL
5. SAFETY

1. GENERAL
The contractor shall construct the project in accordance with the following specifications...

2. MATERIALS
The contractor shall use materials in accordance with the following specifications...

3. CONSTRUCTION METHODS
The contractor shall use construction methods in accordance with the following specifications...

4. QUALITY CONTROL
The contractor shall implement quality control in accordance with the following specifications...

5. SAFETY
The contractor shall implement safety in accordance with the following specifications...

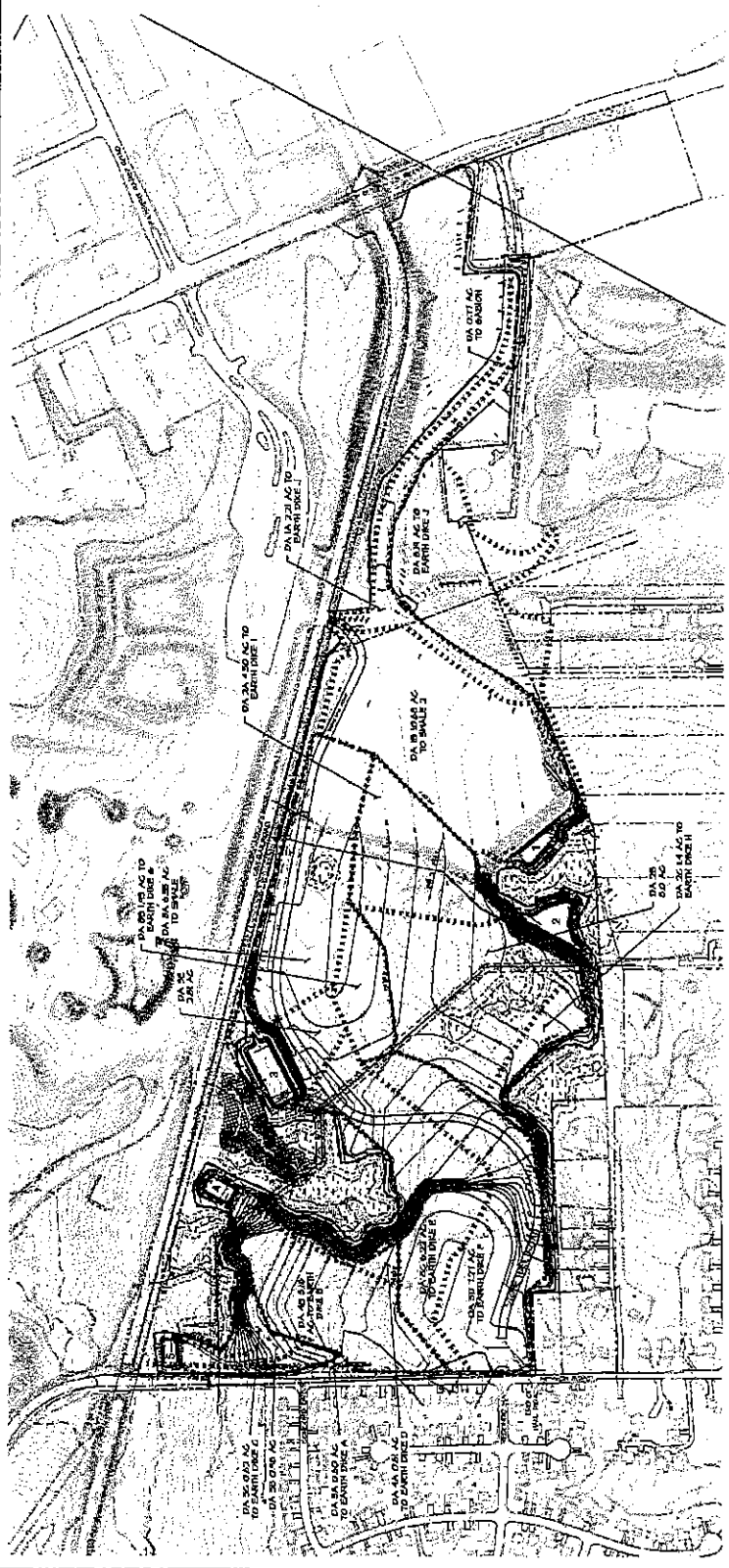
6. EROSION AND SEDIMENT CONTROL PLAN
The contractor shall implement erosion and sediment control in accordance with the following specifications...

7. CHASE PROPERTY AT MISSION ROAD
The contractor shall construct the chase property in accordance with the following specifications...

8. DRAWINGS AND DETAILS
The contractor shall provide drawings and details in accordance with the following specifications...





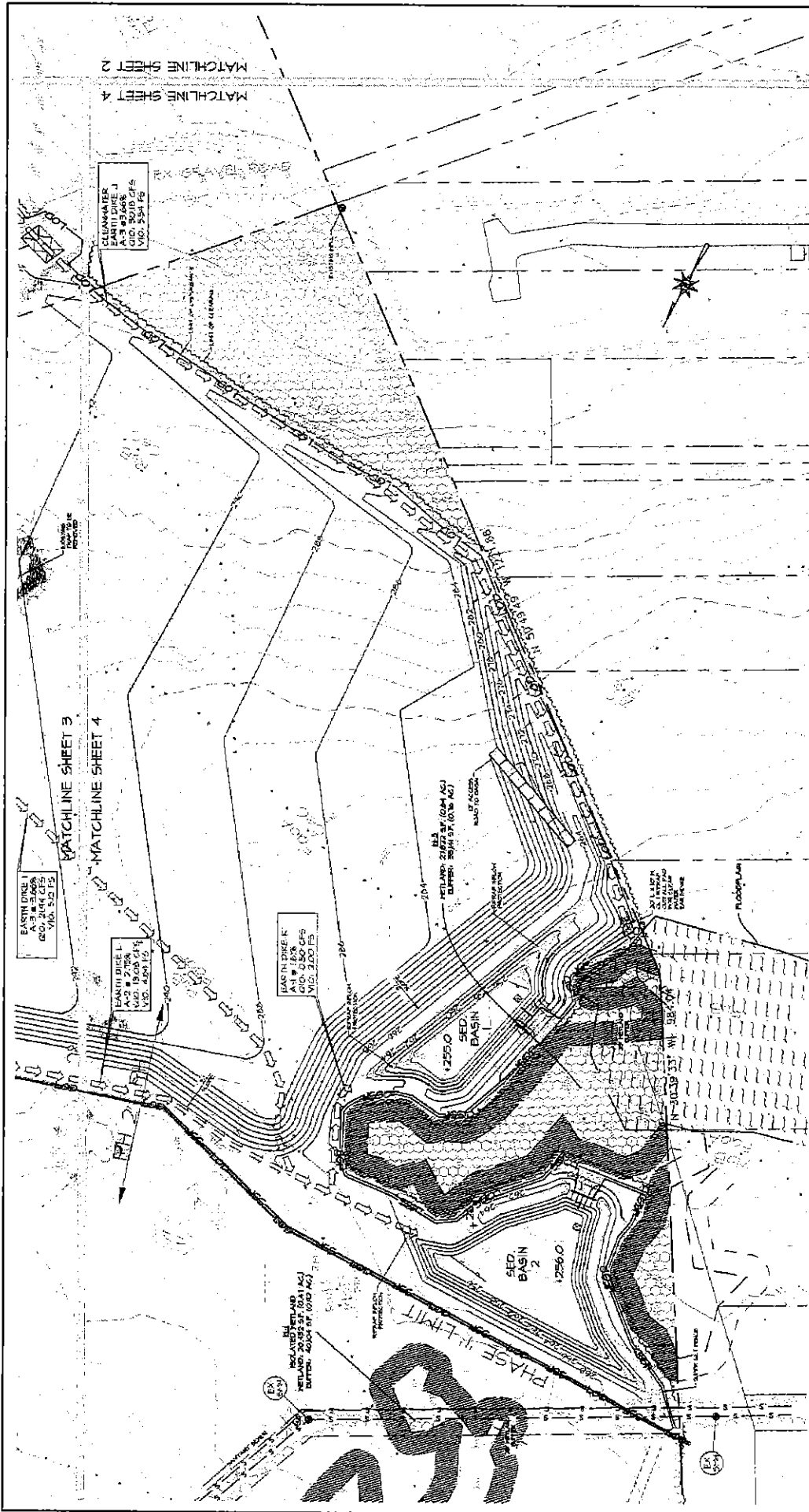


DRAINAGE AREA TO BASIN/BEED TRAP				
BA	TOTAL AC	PERCENT IMPERVIOUS	AREA AC	BASIN/BEED TRAP
1A	3.2		0.60	
1B	4.30		0.25	
2A	1.25		0.25	
2B	1.00		0.25	
3A	1.71		0.25	
3B	2.25		0.25	
4A	0.61		0.25	
4B	0.60		0.25	
5A	0.62		0.25	
5B	0.34		0.25	
5C	0.34		0.25	
5D	0.34		0.25	
5E	0.34		0.25	
5F	0.34		0.25	
5G	0.34		0.25	
5H	0.34		0.25	
5I	0.34		0.25	
5J	0.34		0.25	
5K	0.34		0.25	
5L	0.34		0.25	
5M	0.34		0.25	
5N	0.34		0.25	
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5HW	0.34		0.25	
5HX	0.34		0.25	
5HY	0.34		0.25	
5HZ	0.34		0.25	
5IA	0.34		0.25	
5IB	0.34		0.25	
5IC	0.34		0.25	
5ID	0.34		0.25	
5IE	0.34		0.25	
5IF	0.34		0.25	
5IG	0.34		0.25	
5IH	0.34		0.25	
5II	0.34		0.25	
5IJ	0.34		0.25	
5IK	0.34		0.25	
5IL	0.34		0.25	
5IM	0.34		0.25	
5IN	0.34		0.25	
5IO	0.34		0.25	
5IP	0.34		0.25	
5IQ	0.34		0.25	
5IR	0.34		0.25	
5IS	0.34		0.25	
5IT	0.34		0.25	
5IU	0.34		0.25	
5IV	0.34		0.25	
5IW	0.34		0.25	
5IX	0.34		0.25	
5IY	0.34		0.25	
5IZ	0.34		0.25	
5JA	0.34		0.	









**CNA**  
 Civil, Mechanical, Electrical, Structural, Plumbing, Fire Protection, Environmental, and Energy Engineering  
 10000 Wilshire Blvd., Suite 2000, Los Angeles, CA 90024  
 Telephone: (310) 706-1000  
 Fax: (310) 706-1001  
 www.cna.com

**DATE** 07/27/17  
**REVISIONS**

**DATE** 07/27/17  
**REVISION** 1  
**BY** [Signature]  
**CHKD BY** [Signature]  
**DATE** 08/01/17

**PROJECT** SITE DEVELOPMENT PLAN  
**SUBJECT** CHASE PROPERTY AT MISSION ROAD  
 47500 MISSION ROAD  
 CHASE, CA 94024

**JOB NO.** 17000  
**DESIGN BY** [Signature]  
**DATE** 08/01/17

**SCALE** AS SHOWN  
**DATE** 08/01/17

**PROFESSIONAL ENGINEER**  
 I hereby certify that I am a duly licensed professional engineer under the laws of the State of California, License No. 35687, Expired Date 07/31/18.

**PROFESSIONAL LANDSCAPE ARCHITECT**  
 I hereby certify that I am a duly licensed professional landscape architect under the laws of the State of California, License No. 12560, Expired Date 07/31/18.

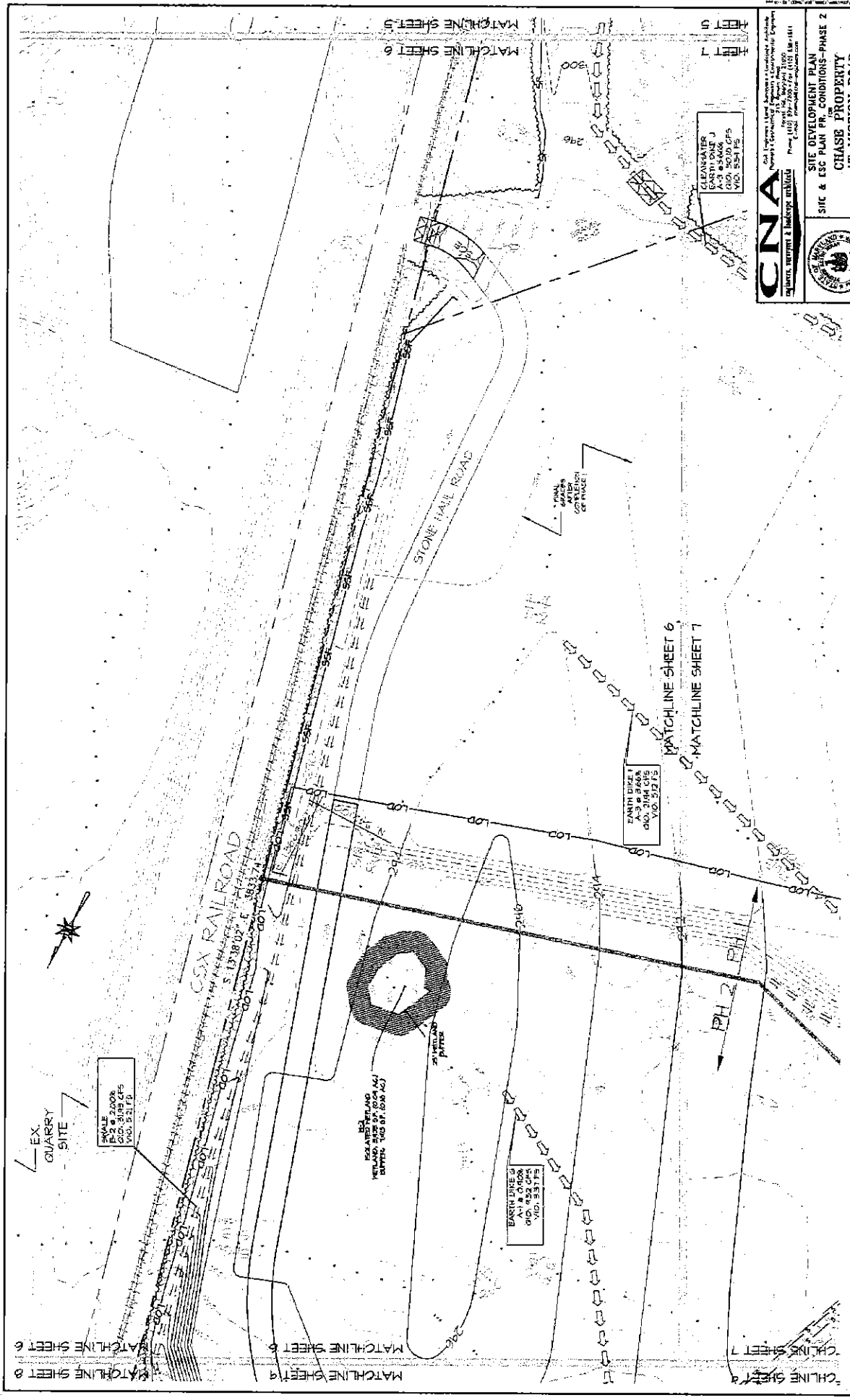


- NOTE**
- SEE SHEET 17 FOR BUSH 1 DETAILS
  - SEE SHEET 12 FOR BUSH 2 DETAILS
  - SEE SHEET 13 FOR BUSH 3 DETAILS
  - SEE SHEET 11 FOR BUSH 1-3 LANDS
  - SEE SHEET 10 FOR BUSH 1-3 LANDS
  - SEE SHEET 10 FOR BUSH 1-3 LANDS

**APPROVED FOR SUBMITTAL**  
 [Signature]  
 [Signature]  
 [Signature]

**APPROVED FOR BIDDING AND BONDING**  
 [Signature]  
 [Signature]  
 [Signature]





**CNA**  
 300 North LaSalle Avenue, Suite 1000  
 Chicago, Illinois 60610  
 Phone: (312) 786-7000 Fax: (312) 886-1811  
 E-mail: cna@earthlink.net

**SITE DEVELOPMENT PLAN  
 SHC & ESC PLAN PH. CONDITIONS-PHASE 2  
 CHASE PROPERTY  
 AT MISSION ROAD  
 AND WASHINGTON RD  
 JEFFERSON, MO 64154**

DATE: 7/27/17  
 DRAWN BY: J. J. [Signature]  
 CHECKED BY: [Signature]  
 DATE: 8/1/17  
 REVISION BY: [Signature]

**NOTE**

1. SEE SHEET 11 FOR BULK TANKS
2. SEE SHEET 12 FOR BULK TANKS
3. SEE SHEET 13 FOR BULK TANKS
4. SEE SHEET 14 FOR BULK TANKS
5. PROPOSED USE OF SLACK TIE LINE

REVISIONS:  
 1. REVISED PER COMMENTS FROM THE CHASE PROPERTY REPRESENTATIVE.  
 DATE: 7/27/17



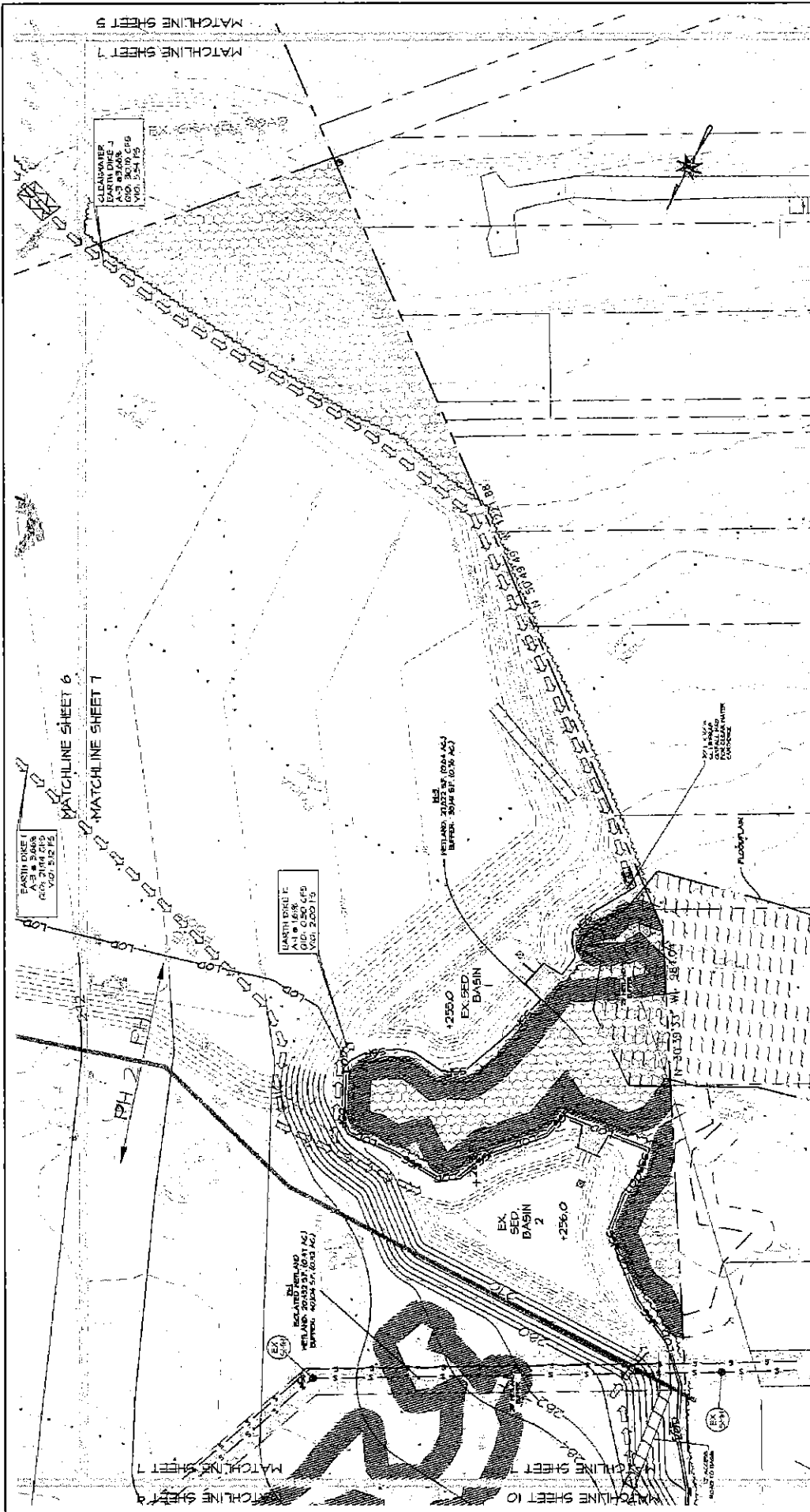
**REVISIONS**

NO.	DATE	DESCRIPTION
1	7/27/17	ISSUED FOR PERMITS
2	8/1/17	REVISED PER COMMENTS FROM THE CHASE PROPERTY REPRESENTATIVE

REGISTERED ARCHITECT OF PLANNING AND ENGINEERING  
 J. J. [Signature]  
 DATE: 8/1/17

REGISTERED PROFESSIONAL ENGINEER IN CIVIL ENGINEERING  
 J. J. [Signature]  
 DATE: 8/1/17

SHP-17-004



**CNA** Civil, Mechanical, Electrical, Plumbing, Fire, and Environmental Engineers  
 10000 Wilshire Blvd., Suite 2100, Los Angeles, CA 90024  
 (310) 271-1111  
 www.cna.com

**CHASE PROPERTY AT MISSION ROAD**  
 4500 MISSION ROAD, LOS ANGELES, CA 90008  
 4500 MISSION ROAD, LOS ANGELES, CA 90008

**PROJECT INFORMATION**

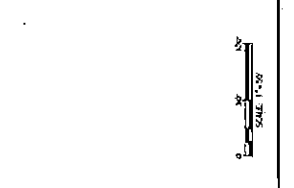
DATE	REVISION	BY	SCALE
06/17/18		JAB	1"=50'
		DESIGN	
		DATE	
		BY	
		DATE	

**APPROVED FOR CONSTRUCTION**

Professional Engineer, License No. 20107, State of California  
 DATE: 6/17/18

**NOTE**

- SEE SHEET 10 FOR BASIN 1 DETAILS
- SEE SHEET 11 FOR BASIN 2 DETAILS
- SEE SHEET 12 FOR BASIN 3 DETAILS
- SEE SHEET 13 FOR BASIN 4 DETAILS
- SEE SHEET 14 FOR BASIN 5 DETAILS
- SEE SHEET 15 FOR BASIN 6 DETAILS
- SEE SHEET 16 FOR BASIN 7 DETAILS
- SEE SHEET 17 FOR BASIN 8 DETAILS
- SEE SHEET 18 FOR BASIN 9 DETAILS
- SEE SHEET 19 FOR BASIN 10 DETAILS



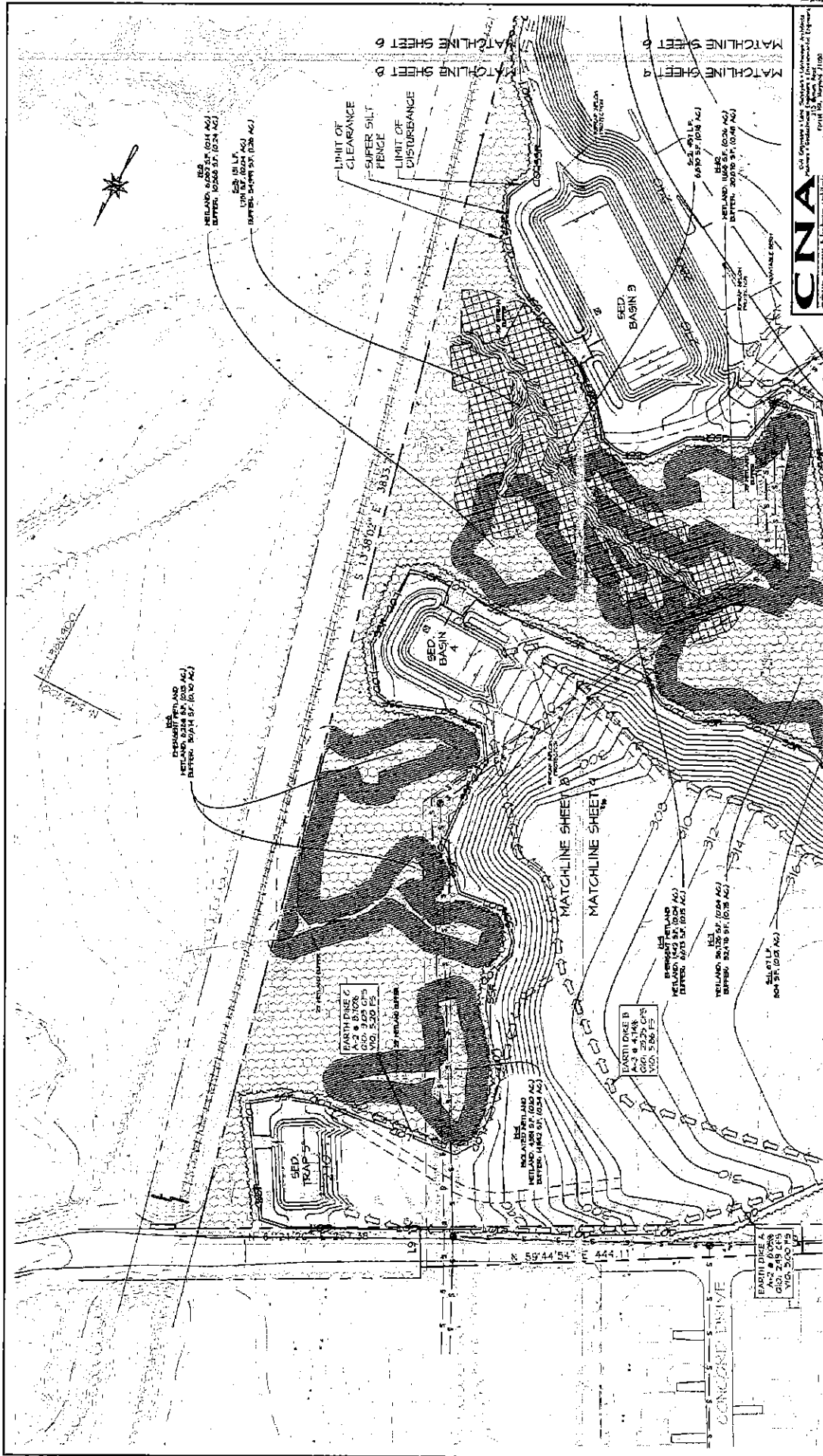
**APPROVED FOR CONSTRUCTION**

Professional Engineer, License No. 20107, State of California  
 DATE: 6/17/18

**APPROVED FOR CONSTRUCTION**

Professional Engineer, License No. 20107, State of California  
 DATE: 6/17/18





**CNA** Civil Engineers & Land Surveyors, Incorporated  
 10000 E. 15th Avenue, Suite 1000, Denver, CO 80232  
 Telephone: (303) 751-1000, Fax: (303) 751-1001  
 Website: www.cna-engineers.com

**DATE:** 11/17/11  
**SCALE:** 1" = 20'

**PROJECT:** CHASE PROPERTY AT MISSION ROAD  
 (PARTIAL) 100' W 1/4  
 (PARTIAL) 100' W 1/4

**REVISIONS:**

NO.	REVISION	DATE
1	ISSUE	11/17/11
2	DESIGN	11/17/11
3	DESIGN	11/17/11
4	DESIGN	11/17/11
5	DESIGN	11/17/11
6	DESIGN	11/17/11
7	DESIGN	11/17/11
8	DESIGN	11/17/11
9	DESIGN	11/17/11
10	DESIGN	11/17/11
11	DESIGN	11/17/11
12	DESIGN	11/17/11
13	DESIGN	11/17/11
14	DESIGN	11/17/11
15	DESIGN	11/17/11
16	DESIGN	11/17/11
17	DESIGN	11/17/11
18	DESIGN	11/17/11
19	DESIGN	11/17/11
20	DESIGN	11/17/11

**PROFESSIONAL CERTIFICATION:** I hereby certify that I have prepared this plan and that I am a duly Licensed Professional Engineer in the State of Colorado, License No. 00017, Expiration Date: 12/31/12.

**DATE:** 11/17/11

**SCALE:** 1" = 20'

**NOTE**

- SEE SHEET 11 FOR BASIN 1 DETAILS
- SEE SHEET 12 FOR BASIN 2 DETAILS
- SEE SHEET 13 FOR BASIN 3 DETAILS
- SEE SHEET 14 FOR BASIN 4 DETAILS
- PROPOSED LIMIT OF CLEARANCE SHALL BE 10 FEET FROM THE EXISTING FENCE LINE.

**APPROVED:** [Signature]  
**DATE:** 11/17/11

**DESIGNED:** [Signature]  
**DATE:** 11/17/11

**CHECKED:** [Signature]  
**DATE:** 11/17/11

**PROJECT:** CHASE PROPERTY AT MISSION ROAD  
**SCALE:** 1" = 20'

**BOARD FOR PROFESSIONAL ENGINEERS**  
 THE BOARD HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE PROFESSIONAL ENGINEERING ACT, C.R.S. 12-201, AND THE BOARD HAS ISSUED THIS PLAN TO THE ENGINEER FOR THE PROJECT DESCRIBED HEREON.

**DATE:** 11/17/11















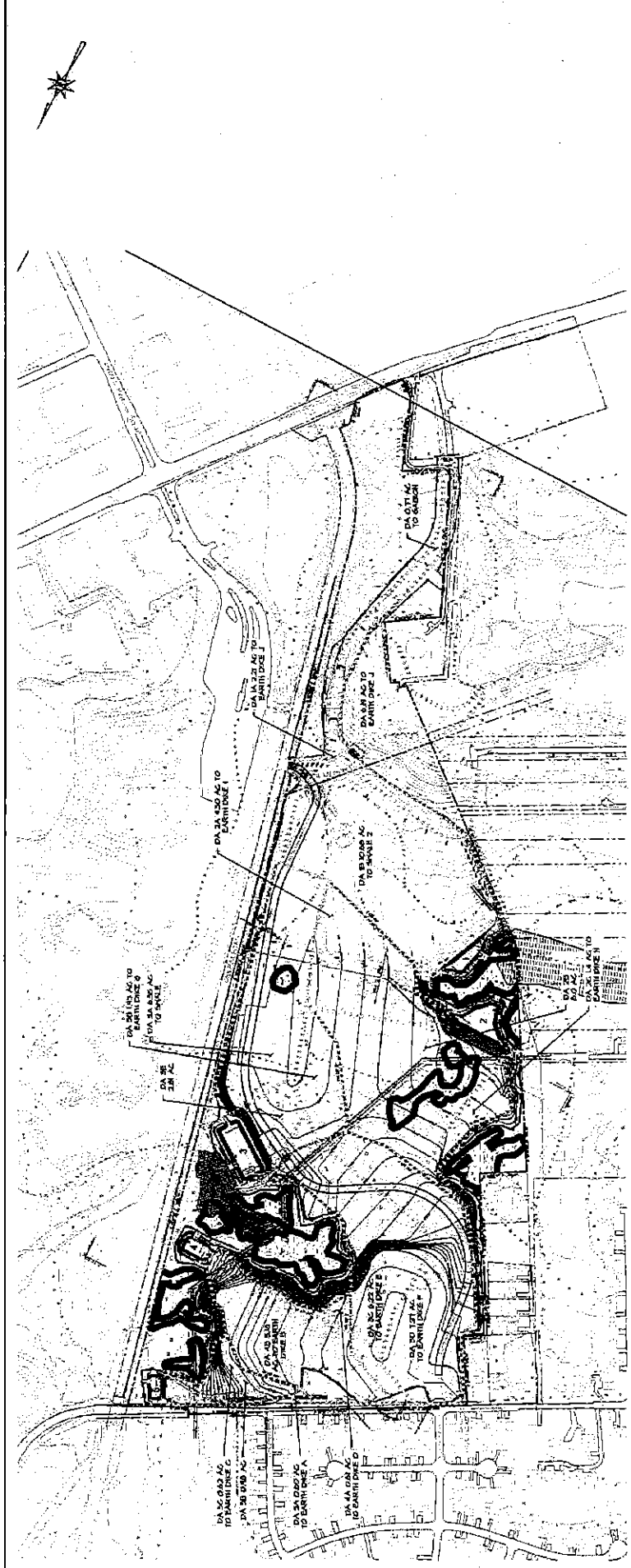












**DRAINAGE AREA TO BASINSED. TRAP**

DA	TOTAL AC.	IMP. AREA	PER. SLOD. CONT.	IMP. AREA AS	DESIGNED TRAP
1	124	10	10%	11.4	1
2	158	15	10%	14.3	2
3	100	10	10%	9.0	3
4	100	10	10%	9.0	4
5	100	10	10%	9.0	5
6	100	10	10%	9.0	6
7	100	10	10%	9.0	7
8	100	10	10%	9.0	8
9	100	10	10%	9.0	9
10	100	10	10%	9.0	10
11	100	10	10%	9.0	11
12	100	10	10%	9.0	12
13	100	10	10%	9.0	13
14	100	10	10%	9.0	14
15	100	10	10%	9.0	15
16	100	10	10%	9.0	16
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23	100	10	10%	9.0	23
24	100	10	10%	9.0	24
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28	100	10	10%	9.0	28
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34	100	10	10%	9.0	34
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96	100	10	10%	9.0	96
97	100	10	10%	9.0	97
98	100	10	10%	9.0	98
99	100	10	10%	9.0	99
100	100	10	10%	9.0	100

APPROVAL DOCUMENT OF PLANNING AND ZONING  
 CITY OF BOSTON  
 DEPT. OF PLANNING AND ZONING  
 220 N. STATE ST.  
 BOSTON, MA 02111  
 DATE: 12/20/17  
 BY: [Signature]  
 TITLE: [Signature]  
 REWARD SOIL CONSERVATION DISTRICT  
 THIS DOCUMENT IS A PROPERTY OF THE CITY OF BOSTON AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.  
 8/16/17

Professional Certification: I hereby certify that these documents were prepared or approved by me, and I am a duly Licensed Professional Engineer in the State of Maryland, License No. 20757, Expiration Date: 07/31/18

**CNA**  
 Civil Engineers & Surveyors, Inc.  
 1000 Northpointe Blvd., Suite 200  
 Gaithersburg, MD 20878  
 Phone: (301) 977-2000 Fax: (301) 977-1411  
 Email: cna@cnasurveyors.com

**SITE DEVELOPMENT PLAN  
 PROPOSED DRAINAGE AREA MAP  
 CHASE PROPERTY  
 AT MISSION ROAD  
 4855 MISSION ROAD  
 GREENBELT, MD 20740**

DATE: 12/20/17  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DESIGN BY: [Signature]  
 SCALE: 1" = 200'

DATE: 12/20/17  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DESIGN BY: [Signature]  
 SCALE: 1" = 200'

**EXHIBIT G**

**DESCRIPTION OF ROADWAY LAND**

See attached.



Description for  
**Future Right of Way**  
Howard County, Maryland

**BEGINNING** for the same at a point on the northwesterly right of way of U.S. Route 1, also known as Washington Boulevard, a variable width right way, said point being located at a distance of 21.10 feet from the southeasterly corner of Parcel B, said point being on the easterly or South 21°48'57" East 378.99 feet line as shown on a plat entitled "Subdivision Plat, Columbia Junction, Section 3, Parcels 'A' and 'B'" and recorded among the land records of Howard County, Maryland, as plat No. 14979; thence binding on said right of way, with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011:

1. Southwesterly by a curve to the right, with a radius of 2950.00 feet, an arc length of 63.32 feet, and being subtended by a chord bearing of South 40°56'54" West 63.32 feet to a point; thence leaving said Washington Boulevard
2. Northwesterly by a curve to the right, with a radius of 1623.27 feet, an arc length of 378.16 feet, and subtended by a chord bearing of North 37°52'13" West 377.30 feet to a point on the northerly division line of the aforesaid Parcel B on the aforementioned Plat No. 14979; thence binding on said division line
3. South 59°36'17" West for a distance of 11.91 feet to a point; thence leaving said division line
4. North 24°15'44" West for a distance of 80.34 feet to a point at the end of the tenth or South 24°15'44" East 604.47 feet line as described in the fifthly described save and except parcel in a deed from Kingdon Gould to Chase Limited Partnership by deed dated January 3, 1996 and recorded among the land records of Howard County, Maryland in Liber MDR 5867 in Folio 368; thence binding reversely on said tenth line
5. North 24°15'44" West for a distance of 329.27 feet to a point; thence leaving said tenth line
6. Northeasterly by a curve to the right, with a radius of 390.00 feet, an arc length of 80.28 feet, and subtended by a chord bearing of North 07°21'51" East 80.13 feet to a point; thence
7. North 76°09'15" West for a distance of 216.39 feet to a point; thence
8. North 05°35'58" East for a distance of 50.52 feet to a point; thence

9. South 76°09'15" East for a distance of 305.65 feet to a point; thence
10. South 16°55'41" West for a distance of 29.39 feet to a point; thence
11. Southwesterly by a curve to the left, with a radius of 310.00 feet, an arc length of 69.08 feet, and subtended by a chord bearing of South 10°32'39" West 68.94 feet to a point; thence
12. Southeasterly by a curve to the left, with a radius of 1556.27 feet, an arc length of 727.71 feet, and subtended by a chord bearing of South 30°37'09" East 721.10 feet to a point on the aforesaid easterly division line of said Parcel B; thence binding on said division line
13. South 21°47'04" East for a distance of 10.19 feet to the point of beginning.

**Containing** 72,853 square feet or 1.672 acres of land, per my survey calculation.

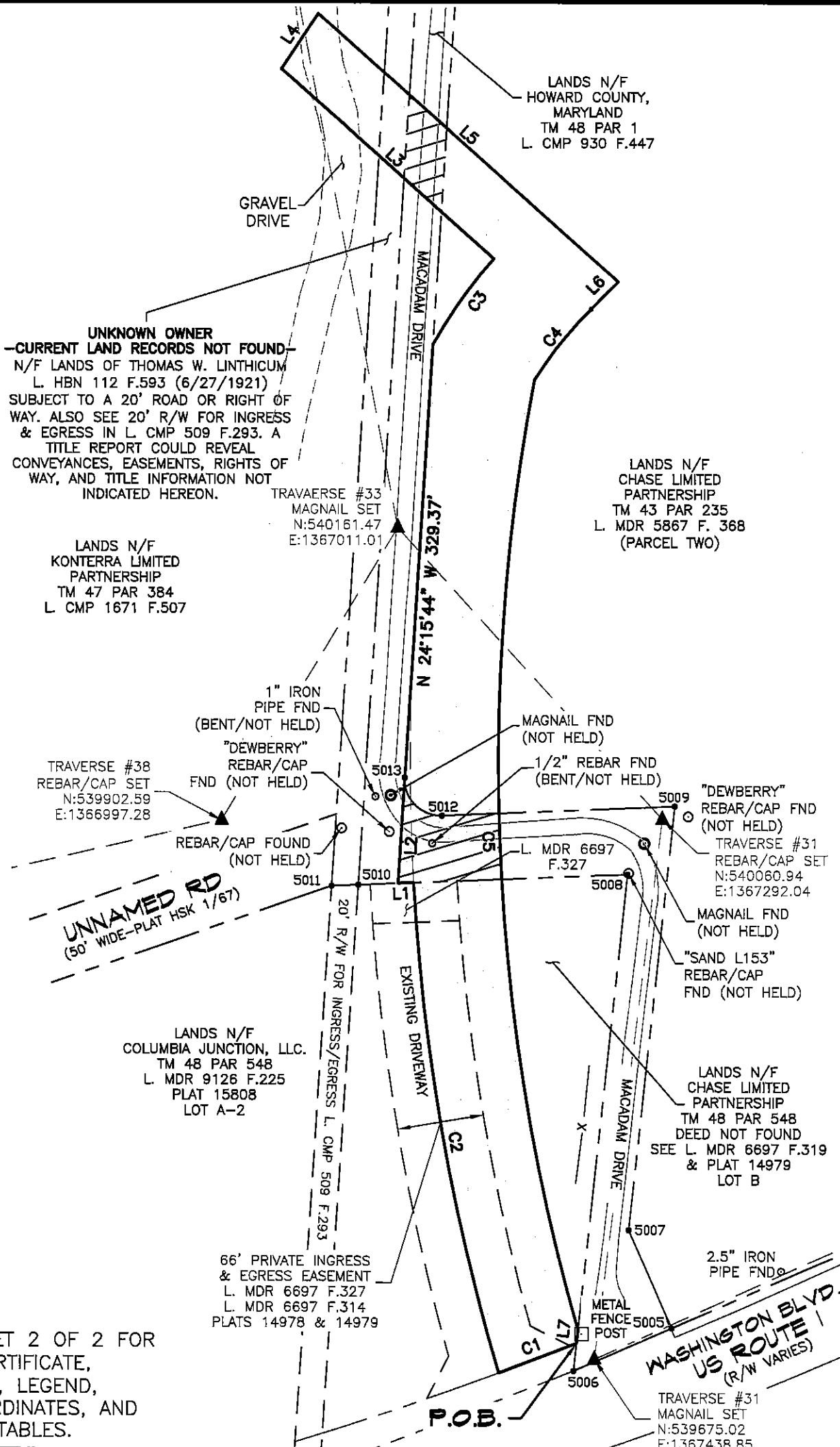
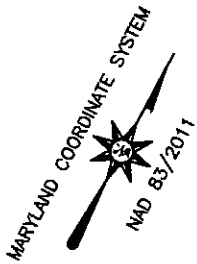
**BEING** a portion of the land as described shown on a plat entitled "Subdivision Plat, Columbia Junction, Section 3, Parcels 'A' and 'B'" and recorded among the land records of Howard County, Maryland, as plat No. 14979 which is a portion of the land as described in a deed from Caleb C. Gould and James R. Moxely, III to Konterra Limited Partnership dated December 2, 2002 and recorded among the land records of Howard County, Maryland, in Liber MDR 6697 at Folio 319; also being a portion of land as described as the secondly described parcel of land in a deed from Kingdon Gould to Chase Limited Partnership by deed dated January 3, 1996 and recorded among the land records of Howard County, Maryland in Liber MDR 5867 in Folio 368; also being a portion of land as described in a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, Maryland, dated February 16, 1979 and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447; also being a portion of land as described in a deed from BA Associates Limited Partnership to Konterra Limited Partnership, dated April 15, 1987 and recorded among the land records of Howard County, Maryland in Liber CMP 1671 at Folio 507

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*  
Keith E. Bailey  
Maryland Professional Land Surveyor No. 10976  
Expiration Date: 7/24/2020



I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions 2018\Final\Tower Site Purchase Agreement\Revised 2018.06\Exhibit G-1.1\_13066\_FutureRW(1)\_6-16-18.docx



**UNKNOWN OWNER**  
**-CURRENT LAND RECORDS NOT FOUND-**  
 N/F LANDS OF THOMAS W. LINTHICUM  
 L. HBN 112 F.593 (6/27/1921)  
 SUBJECT TO A 20' ROAD OR RIGHT OF  
 WAY. ALSO SEE 20' R/W FOR INGRESS  
 & EGRESS IN L. CMP 509 F.293. A  
 TITLE REPORT COULD REVEAL  
 CONVEYANCES, EASEMENTS, RIGHTS OF  
 WAY, AND TITLE INFORMATION NOT  
 INDICATED HEREON.

LANDS N/F  
 KONTERRA LIMITED  
 PARTNERSHIP  
 TM 47 PAR 384  
 L. CMP 1671 F.507

LANDS N/F  
 HOWARD COUNTY,  
 MARYLAND  
 TM 48 PAR 1  
 L. CMP 930 F.447

LANDS N/F  
 CHASE LIMITED  
 PARTNERSHIP  
 TM 43 PAR 235  
 L. MDR 5867 F. 368  
 (PARCEL TWO)

LANDS N/F  
 COLUMBIA JUNCTION, LLC.  
 TM 48 PAR 548  
 L. MDR 9126 F.225  
 PLAT 15808  
 LOT A-2

LANDS N/F  
 CHASE LIMITED  
 PARTNERSHIP  
 TM 48 PAR 548  
 DEED NOT FOUND  
 SEE L. MDR 6697 F.319  
 & PLAT 14979  
 LOT B

66' PRIVATE INGRESS  
 & EGRESS EASEMENT  
 L. MDR 6697 F.327  
 L. MDR 6697 F.314  
 PLATS 14978 & 14979

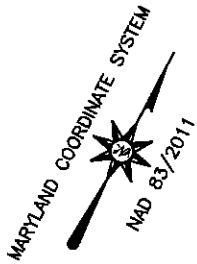
NOTE: SEE SHEET 2 OF 2 FOR  
 SURVEYOR'S CERTIFICATE,  
 GENERAL NOTES, LEGEND,  
 PROPERTY COORDINATES, AND  
 CURVE & LINE TABLES.

**CNA**  
 engineers, surveyors & landscape architects  
 Civil Engineers \* Land Surveyors \* Geotechnical Engineers  
 1630 ROBIN CIRCLE FOREST HILL, MD 21050

EXHIBIT 'G'  
 FOR  
**FUTURE RIGHT-OF-WAY**

6TH ELECTION DISTRICT		HOWARD COUNTY, MARYLAND	
SCALE: 1"=100'	DATE: 8/23/18	DRAWN BY: SAH	JOB NO.: 13066
		CHECK BY: KEB	SHEET 1 OF 2





**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	63.32'	2950.00'	1°13'47"	S 40°56'54" W	63.32'
C2	378.16'	1623.27'	13°20'52"	N 37°52'13" W	377.30'
C3	80.28'	390.00'	11°47'36"	N 07°21'51" E	80.13'
C4	69.08'	310.00'	12°46'05"	S 10°32'39" W	68.94'
C5	727.71'	1556.27'	26°47'29"	S 30°37'09" E	721.10'

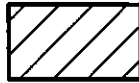
**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 59°36'17" W	11.91'
L2	N 24°15'44" W	80.34'
L3	N 76°09'15" W	216.39'
L4	N 05°35'58" E	50.52'
L5	S 76°09'15" E	305.65'
L6	S 16°55'41" W	29.39'
L7	S 21°47'04" E	10.19'

**COORDINATE TABLE**

NO	NORTHING	EASTING
5005	539723.48	1367479.54
5006	539659.69	1367429.11
5007	539773.90	1367415.77
5008	540011.60	1367288.46
5009	540073.92	1367295.87
5010	539908.01	1367111.86
5011	539897.75	1367094.37
5012	539984.34	1367143.15
5013	539996.52	1367104.87

**LEGEND**



DENOTES PORTION OF RIGHT OF WAY ALREADY OWNED BY HOWARD COUNTY (AKA P/O PARCEL 1)



DENOTES FUTURE HOWARD COUNTY RIGHT OF WAY

**AREA TABLE**

PORTIONS OF LAND BEING TRANSFERRED TO HOWARD COUNTY:

FROM PARCEL 384	4,163 SQ. FT.±/0.096 AC.±
FROM PARCEL 235	36,901 SQ. FT.±/0.847 AC.±
FROM PARCEL 548	24,595 SQ. FT.±/0.565 AC.±
FROM UNKNOWN OWNER	1,281 SQ. FT.±/0.029 AC.±

AREA OF LAND CURRENTLY OWNED BY HOWARD COUNTY:

PARCEL 1	5,913 SQ. FT.±/0.135 AC.±
----------	---------------------------

TOTAL AREA OF FUTURE RIGHT OF WAY:	72,853 SQ. FT.±/1.672 AC.±
------------------------------------	----------------------------

**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 FROM GPS NETWORK OBSERVATIONS.
4. 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.

**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.

*Keith E. Bailey* 8/23/18  
 KEITH E. BAILEY DATE  
 MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10976  
 EXPIRATION DATE: 7/24/2020

NOTE: SEE SHEET 1 OF 2 FOR RIGHT OF WAY PLAN VIEW.

**CNA**

engineers, surveyors & landscape architects

Civil Engineers \* Land Surveyors \* Geotechnical Engineers  
 1630 ROBIN CIRCLE FOREST HILL, MD 21050

EXHIBIT 'G'

FOR

**FUTURE RIGHT-OF-WAY**

6TH ELECTION DISTRICT

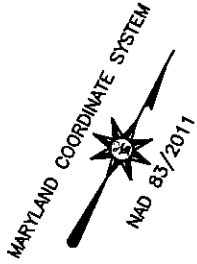
HOWARD COUNTY, MARYLAND

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

**EXHIBIT H**

**AREA FOR TERMINUS OF NEW ROAD**

See attached.



**AREA TO BE STUBBED**

LANDS N/F  
HOWARD COUNTY,  
MARYLAND  
TM 48 PAR 1  
L. CMP 930 F.447

GRAVEL  
DRIVE

MACADAM DRIVE

**UNKNOWN OWNER**  
**-CURRENT LAND RECORDS NOT FOUND-**  
N/F LANDS OF THOMAS W. LINTHICUM  
L. HBN 112 F.593 (6/27/1921)  
SUBJECT TO A 20' ROAD OR RIGHT OF  
WAY. ALSO SEE 20' R/W FOR INGRESS  
& EGRESS IN L. CMP 509 F.293. A  
TITLE REPORT COULD REVEAL  
CONVEYANCES, EASEMENTS, RIGHTS OF  
WAY, AND TITLE INFORMATION NOT  
INDICATED HEREON.

LANDS N/F  
KONTERRA LIMITED  
PARTNERSHIP  
TM 47 PAR 384  
L. CMP 1671 F.507

TRAVERSE #33  
MAGNAIL SET  
N:540161.47  
E:1367011.01

LANDS N/F  
CHASE LIMITED  
PARTNERSHIP  
TM 43 PAR 235  
L. MDR 5867 F. 368  
(PARCEL TWO)

1" IRON  
PIPE FND  
(BENT/NOT HELD)

"DEWBERRY"  
REBAR/CAP  
FND (NOT HELD)

TRAVERSE #38  
REBAR/CAP SET  
N:539902.59  
E:1366997.28

REBAR/CAP FOUND  
(NOT HELD)

MAGNAIL FND  
(NOT HELD)

1/2" REBAR FND  
(BENT/NOT HELD)

"DEWBERRY"  
REBAR/CAP FND  
(NOT HELD)

L. MDR 6697  
F.327

TRAVERSE #31  
REBAR/CAP SET  
N:540060.94  
E:1367292.04

**UNNAMED RD**  
(50' WIDE-PLAT HSK 1/67)

5011

5010

5008

5009

MAGNAIL FND  
(NOT HELD)

"SAND L153"  
REBAR/CAP  
FND (NOT HELD)

LANDS N/F  
COLUMBIA JUNCTION, LLC.  
TM 48 PAR 548  
L. MDR 9126 F.225  
PLAT 15808  
LOT A-2

20' R/W FOR INGRESS/EGRESS L. CMP 509 F.293

EXISTING DRIVEWAY

LANDS N/F  
CHASE LIMITED  
PARTNERSHIP  
TM 48 PAR 548  
DEED NOT FOUND  
SEE L. MDR 6697 F.319  
& PLAT 14979  
LOT B

66' PRIVATE INGRESS  
& EGRESS EASEMENT  
L. MDR 6697 F.327  
L. MDR 6697 F.314  
PLATS 14978 & 14979

2.5" IRON  
PIPE FND

METAL  
FENCE POST

**WASHINGTON BLVD.**  
**US ROUTE 1**  
(R/W VARIES)

TRAVERSE #31  
MAGNAIL SET  
N:539675.02  
E:1367438.85

**CNA**

engineers, surveyors & landscape architects

Civil Engineers \* Land Surveyors \* Geotechnical Engineers  
1630 ROBIN CIRCLE FOREST HILL, MD 21050

**EXHIBIT 'H'**  
**AREA TO BE STUBBED**  
ON  
**FUTURE RIGHT-OF-WAY**

6TH ELECTION DISTRICT

HOWARD COUNTY, MARYLAND

SCALE: 1"=100'

DATE: 8/23/18

DRAWN BY: SAH  
CHECK BY: KEB

JOB NO.: 13066

SHEET 1 OF 1

**EXHIBIT I-1**

**LOCATION OF 20 FOOT STRIP**

See attached.

Exhibit 'A'  
Land Description for a  
**20' Right of Way**  
Howard County, Maryland

**BEGINNING FOR THE SAME** at a stone found at the end of the 22<sup>nd</sup> or South 18°46'14" West 32.94 feet line of the secondly described parcel in a deed by and between Kingdon Gould, and Chase Limited Partnership, dated January 3, 1996 and recorded in the land records of Howard County, Maryland in Liber MDR 5867 at Folio 368; thence binding reversely on said line with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed

1. North 18°44'17" East for a distance of 32.93 feet to a point at the end of the 21<sup>st</sup> or North 31°52'02" West line in the aforementioned deed; thence binding reversely on said line
2. South 31°52'55" East for a distance of 26.08 feet to a point at the end of the 5<sup>th</sup> or North 18°14'54" East 23.45 feet line in a deed by and between Chase Manhattan Mortgage and Realty Trust, and Howard County, Maryland dated February 16, 1979 and recorded in the land records of Howard County, Maryland in Liber CMP 930 at Folio 447; thence binding reversely on said line
3. South 18°14'01" West for a distance of 22.86 feet to a point at the end of the 4<sup>th</sup> or North 56°33'49" East 173.55 feet line in the aforesaid Chase Manhattan to Howard County deed; thence binding reversely on said line
4. South 56°33'48" West for a distance of 174.43 feet to a point at the end of the 3<sup>rd</sup> of North 24°15'44" West 936.43 feet line in the aforesaid Chase Manhattan to Howard County deed; thence binding reversely on said line
5. South 24°15'45" East for a distance of 936.43 feet to a point on part of the North 59°33'58" East 62.23 feet line shown on a subdivision plat entitled, "Columbia Junction," recorded in the land records of Howard County, Maryland as Plat No. 15808, dated February 2002; thence binding on said line in part
6. South 59°36'17" West for a distance of 20.28 feet to a point at the end of the 2<sup>nd</sup> or South 24°18'46" East 955.95 feet line in of Tract Seven as described in a deed by and between James P. Parker, and Kingdon Gould, Jr. dated January 7, 1982 and recorded in the land records of Howard County, Maryland in Liber CMP 1093 at Folio 165; thence binding reversely on said line

7. North 24°15'45" West for a distance of 955.65 feet to a point at the end of the 1<sup>st</sup> or South 56°37'43" West 183.92 feet line in the aforesaid deed from James Parker to Kingdon Gould ; thence binding reversely on said line

8. North 56°33'48" East for a distance of 184.24 feet to the point of beginning.

**CONTAINING** 23,233 sq. ft. or 0.533 acres of land per my survey calculation.

**BEING** a part of the same 20' Right of Way described in a deed dated May 13, 1969 by and between Nubide Corporation and Columbia Industrial Development Corporation recorded in the land records of Howard County, Maryland in Liber CMP 509 at Folio 294.

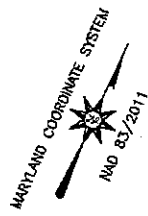
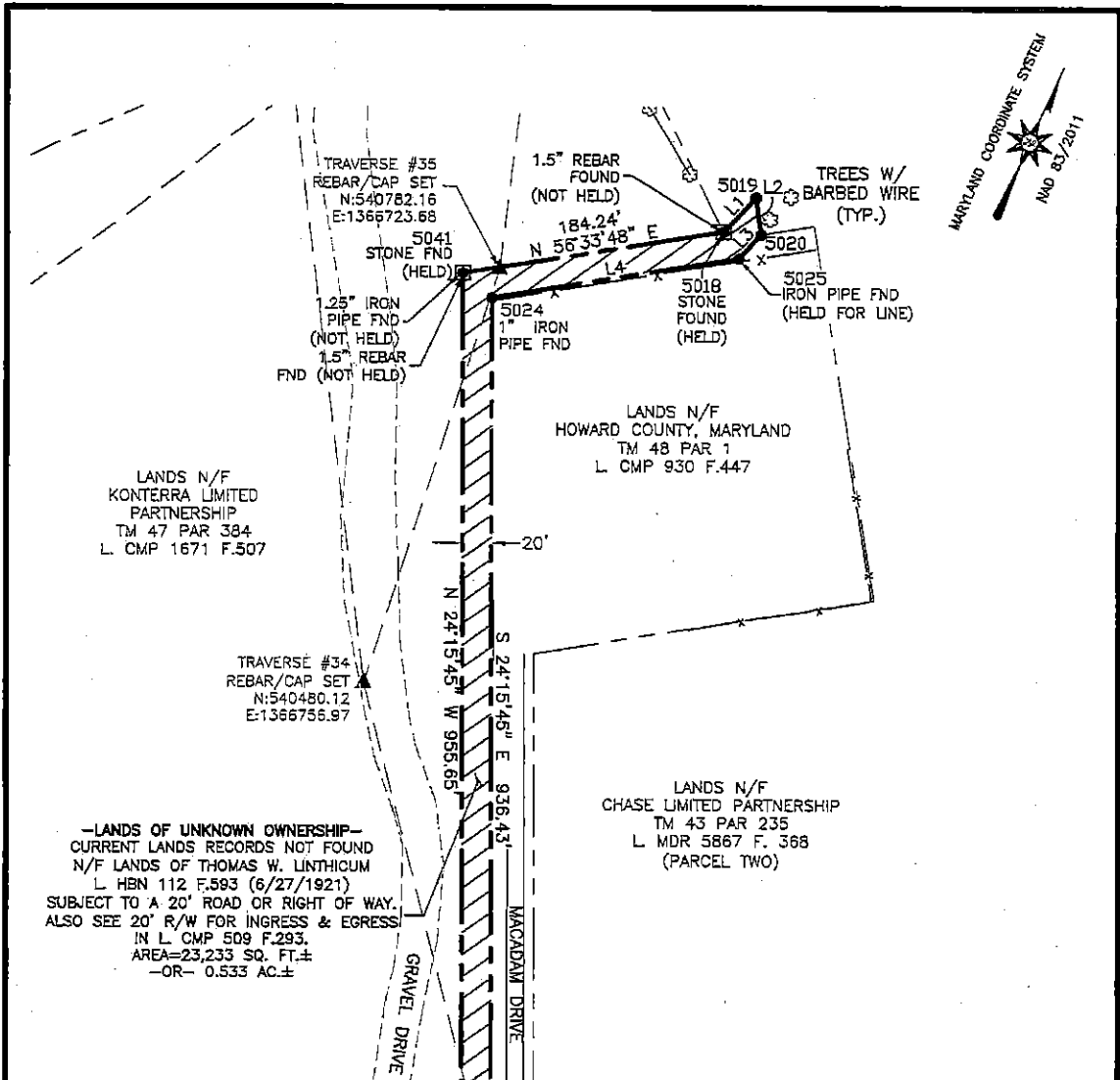
**BEING ALSO** the same lands as shown on a plat attached hereto and intended to be recorded herewith entitled, "Exhibit 'B' Plat to accompany deed for Land Acquisition of a 20' Right of Way," prepared by CNA, LLC and dated April 18, 2018.

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* 5/31/18

Keith E. Bailey  
Maryland Professional Land Surveyor No. 10976  
Expiration Date: 7/24/2018





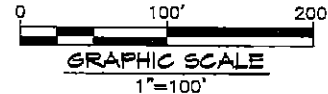
MATCHLINE A-A || SEE SHEET 2 OF 2

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 18°44'17" E	32.93'
L2	S 31°52'55" E	26.08'
L3	N 18°14'01" E	22.66'
L4	S 56°33'48" W	174.43'
L5	N 59°36'17" E	20.28'

**PROPERTY COORDINATE TABLE**

NO	NORTHING	EASTING
5010	539908.01	1367111.86
5011	539887.75	1367094.37
5018	540870.51	1366855.43
5019	540901.70	1366856.00
5020	540879.55	1366879.78
5024	540761.73	1366727.07
5025	540857.85	1366872.63
5041	540769.00	1366701.88



\*FOR SURVEYORS CERTIFICATION, SEE SHEET 2 OF 2\*



Civil Engineers \* Land Surveyors \* Geotechnical Engineers  
215 BYNUM ROAD FOREST HILL, MARYLAND 21050  
(410)879-7200 \* (410)838-2784 \* Fax(410)838-1811  
E-mail: cnamail@cna-engineers.com

**EXHIBIT 'B'**  
PLAT TO ACCOMPANY DEED FOR  
LAND ACQUISITION OF A  
**20' RIGHT OF WAY**

6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND

SCALE: 1"=100'	DATE: 4/18/18	DRAWN BY: SAH	CHECK BY: KEB	JOB NO.: 13056	SHEET 1 OF 2
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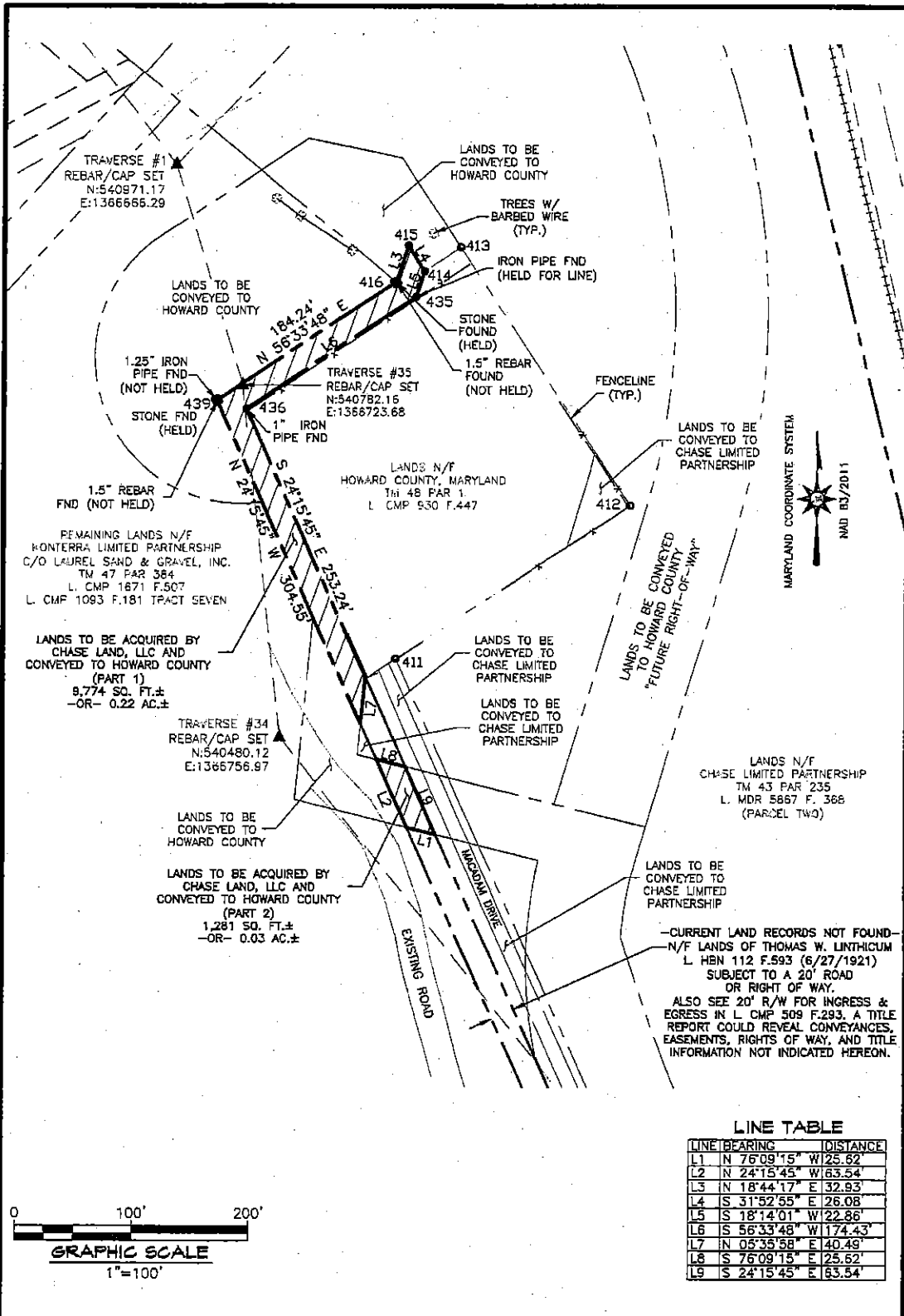




EXHIBIT I-2

PORTIONS OF 20 FOOT STRIP TO BE CONVEYED TO PURCHASER

See attached.



**CNA**  
 engineers, surveyors & landscape architects  
 Civil Engineers \* Land Surveyors \* Geotechnical Engineers  
 1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050

EXHIBIT I-2  
 FOR  
**CHASE LAND, LLC**  
 6TH ELECTION DISTRICT HOWARD COUNTY, MARYLAND  
 SCALE: 1"=100' DATE: 9/5/18 DRAWN BY: SAH CHECK BY: KEB JOB NO.: 13066 SHEET 1 OF 1

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 76°09'15" W	25.62
L2	N 24°15'45" W	63.54
L3	N 18°44'17" E	32.93
L4	S 31°52'55" E	26.08
L5	S 18°14'01" W	22.86
L6	S 56°33'48" W	174.43
L7	N 05°35'58" E	40.49
L8	S 76°09'15" E	25.62
L9	S 24°15'45" E	63.54

CNA: I:\CNA\Drive3\Survey\13000\13066 Mission Road\PLAT\2018\_RevisePerCounty\13066\_20'RWStrip-Exhibit\_9-5-18.dwg