

**M-10 RESIDENTIAL LAND DEVELOPMENT, INC.**  
**1205 York Road, Penthouse**  
**Lutherville, Maryland 21093**  
**(410)825-8400**

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March 30, 2018

Talkin and Oh  
5100 Dorsey Hall Drive  
Ellicott City, Maryland 21042-7870  
Attention: Sang Oh

RE: Turf Valley Elementary School Letter of Intent

Dear Sang:

Per your email of 3/30/18, attached is the original, signed Letter of Intent (3/27/18).

Yours truly,



Louis Mangione

Enclosure



## HOWARD COUNTY OFFICE OF COUNTY EXECUTIVE

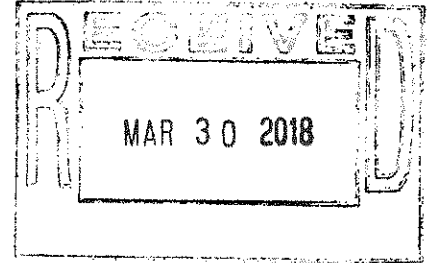
3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2013

Allan H. Kittleman  
Howard County Executive  
akittleman@howardcountymd.gov

www.howardcountymd.gov  
FAX 410-313-3051  
TDD 410-313-2323

March 27, 2018

Mangione Enterprises of Turf Valley Limited Partnership  
Attention: Louis Mangione  
1205 York Road  
Lutherville, Maryland 20193



Dear Mr. Mangione:

The purpose of this Letter of Intent ("Letter of Intent") is to set forth the interest of the Howard County, Maryland ("County") in purchasing the property located on Resort Road, Ellicott City, Maryland that consists of (i) part of Tax Map 16, Grid 11, Parcel 454, Lot CC, (ii) part of Tax Map 16, Grid 11, Parcel 454, Lot AA, (iii) Part of Tax Map 16, Grid 4, Parcel 15, and (iv) Part of Tax Map 16, Grid 11, Parcel 454, Lot 204, and is owned by Mangione Enterprises of Turf Valley Limited Partnership, M-10 Residential Land Development, Inc., and/or Turf Valley Master Community Association, Inc. (collectively, the "Seller"). This property consists of approximately 15.1 acres of unimproved fee simple land, together with all easements and other rights appurtenant thereto and is described in the attached Exhibit A, the metes and bounds of which will be determined by the Seller, County, and BOE (the "Property"). The Howard County Board of Education ("BOE") has determined that there is a need for a new elementary school within the County and the County seeks to obtain the Property for such purpose under the threat of eminent domain and the Seller seeks to sell the Property for such purpose in lieu of eminent domain.

1. **Proposed Purchase Price:** The Purchase Price to be paid for the Property, subject to an independent appraisal substantiating that the value of the Property is equal to or an excess of the stated purchase price, is Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000).
2. **Installment Purchase Agreement (the "Contract"):** The County agrees to request the approval of a capital project for the purchase of the Property in the FY19 Capital Budget year, which capital project will provide funding for the payment of the Purchase Price over a three (3) year period (the "Period"), which Period shall commence on the later to occur of (i) October 1, 2018 or (ii) the date the conditions for purchase set forth in the Contract are satisfied. Upon the establishment of the Capital Project, the County and Seller agree to use their best efforts to agree upon specific contract language (the "Contract") within

six (6) months after the capital project is established. In the event the County Council of Howard County has not approved the terms of the Contract in accordance with the provisions of Section 4.201A of the Howard County Code prior to December 31, 2018, then this Letter of Intent shall become null and void with no further force or effect. Seller agrees not to negotiate, make, accept or otherwise pursue any offers for the sale of the Property until the Council fails to approve the Capital Project for FY19 or the terms of the Contract prior to December 31, 2018. The Parties agree the Contract shall set forth that the closing on the sale of the Property is contingent on the Howard County Board of Education's final approval of the site for an elementary school in accordance with Howard County Public School System Policy 6000.


3. **Inspection Period:** For a period of time, starting with the date of receipt by County of a fully executed Letter of Intent ("Commencement Date") and continuing for a period of 60 days after the date of the Contract ("Inspection Period"), the County shall have the right to inspect and perform tests and investigations of all areas of the Property at no cost to Seller and provided that the County agrees to indemnify, defend and hold Seller harmless against any suits, claims or other actions arising out of or in connection with the County's inspection of the Property. Any such Property inspections shall be coordinated with the Seller. If at any time during the Inspection Period, the County determines, at County's sole discretion, that (a) Seller does not have marketable title to the Property, or the Property is subject to encumbrances that cannot be satisfied by the Seller at Settlement, (b) the Property has an environmental condition(s) which cannot be remedied by Seller at reasonable cost or expense, (c) the Property has a condition or is situated in proximity to other properties with uses or conditions which would prevent the reasonable development of the Property as an elementary school as determined by the Howard County Board of Education, and which condition cannot be remedied by Seller at reasonable cost or expense, (d) the appraised value of the Property (which appraisal will be obtained by the County at its own expense) is less than 90% of the Purchase Price, or (e) for any other reason as determined by the County, then the County may elect to terminate both this Letter of Intent and the Contract, without cost, penalty or liability and the Deposit shall be returned to County. The County and its contractors shall restore the Property to substantially the same condition following the performance of any tests during the Inspection Period.
  
4. **Settlement Charges; Prorations and Adjustments:** To the extent any is due, all recordation taxes, transfer taxes, stamp taxes, and the like shall be paid solely by the County. Title examination, title insurance premiums, notary fees and such other charges incident to settlement (except charges related to the release of any existing liens on the Property) shall be paid by the County. County and Seller each shall pay their own legal fees related to the preparation of this Letter of Intent, the Contract, and all documents required to settle the transaction contemplated hereby. At the Settlement, all real estate taxes, personal property taxes, water rent, sewer charges, front foot benefit charges, any special assessments, and other similar charges affecting the Property and all utility

charges, operating expenses, and other miscellaneous income, if any, shall be adjusted and prorated as of the Settlement. All other charges or fees customarily prorated and adjusted in similar transactions shall be adjusted at Settlement. All adjustment items, to the extent they cannot be precisely determined at Settlement, shall be estimated at Settlement and shall be resolved no later than thirty (30) days after the Settlement Date.

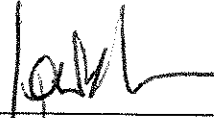
5. **Additional Terms:** (a) Seller may reserve a right-of-way for a fire access way for future development of the Seller's adjacent property, at a location to be determined, on the perimeter of the Property to the Seller's retained land at Tax Map 16, Grid 4, Parcel 15, provided that such right-of-way shall not interfere with the proposed use of the Property for an elementary school, as determined by the BOE and the County.
6. **Settlement:** Settlement shall occur on a mutually agreed upon date no later than 60 days after the date the approval of the Contract by the County Council of Howard County.
7. **Deliveries by Seller:** Within five (5) business days after the Commencement Date, the Seller shall deliver or otherwise make the documents listed below regarding the Property available to the County, without any representation or warranty regarding the content of such documents:
  - a. A copy of the most recent title report or title policy for the Property in the Seller's or Seller's agent's possession, together with copies of all documents referred to in the title report or policy.
  - b. A list and complete copies of all site development plans, subdivision plans, licenses, permits, maps, certificates of occupancy, building inspection approvals, and covenants, conditions and restrictions with respect to the Property in Seller's or Seller's agent's possession.
  - c. Survey of the Property or portion thereof, including a current legal description of the Property in Seller's or Seller's agent's possession.
  - d. All traffic studies, environmental studies, feasibility studies, market studies, and appraisals with respect to the Property in Seller's or Seller's agent's possession.
  - e. Soils reports, wetland delineation, wetland permit applications, topographical studies, engineering and architectural studies, building design plans, as-built drawings, and similar data relating to the Property in Seller's or Seller's agent's possession.
  - f. Any, and all, environmental documentation with respect to any environmental conditions existing on or remediated from the Property in Seller's or Seller's agent's possession.

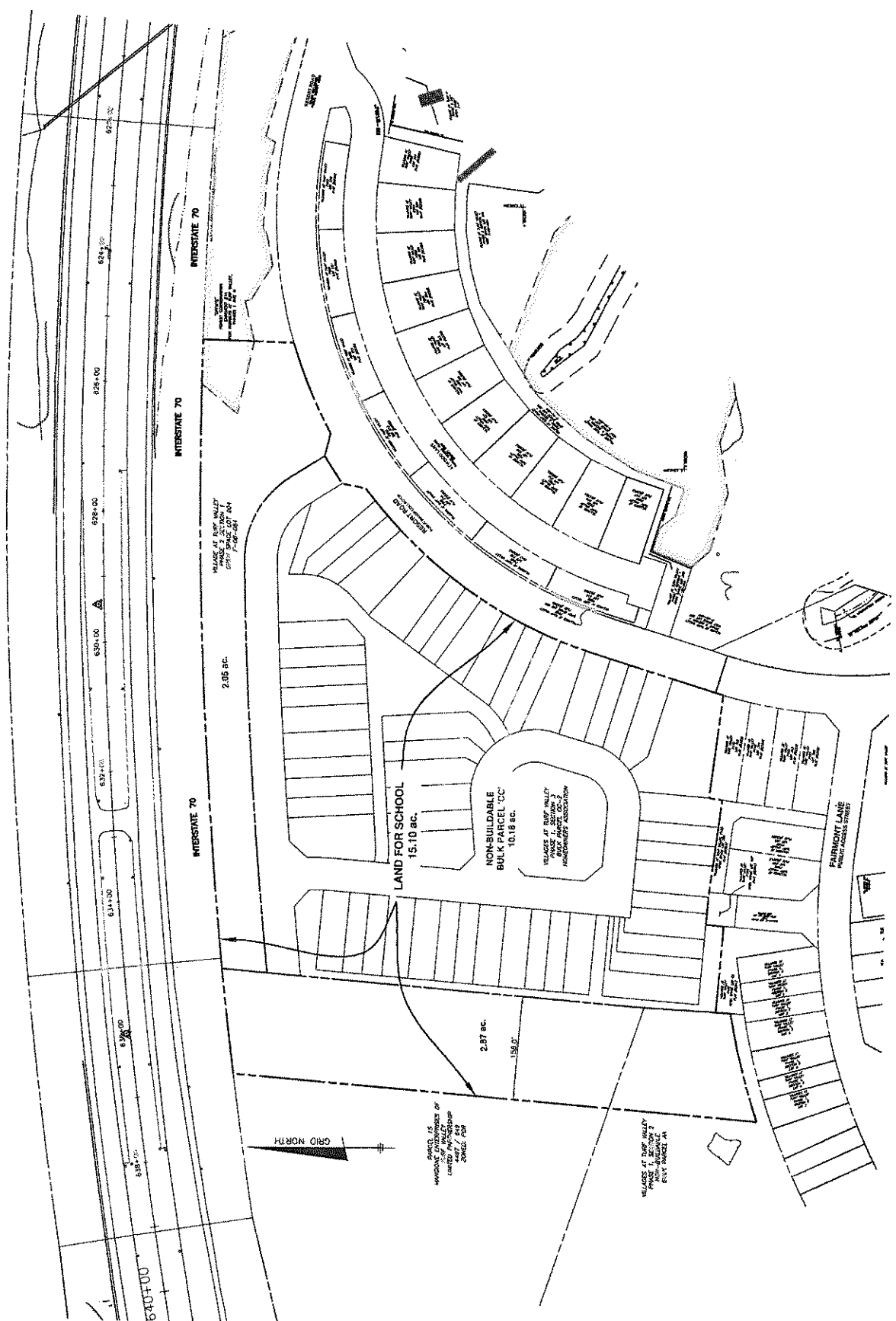
- g. Copies of threatened litigation, actual litigation filed or to be filed affecting the Property, the current ownership entity or any of its partners, principals, or lenders.
  - h. Copies of inspection reports by the lender, government agencies, and insurance companies covering the Property from 2016 – current year.
  - i. Copies of any, and all, insurance claims made or pending pertaining to the Property.
  - j. Copies of any, and all, violation notices issued to Seller regarding the Property.
8. **Environmental Audit:** Any environmental inspections or updates thereto shall be addressed during the Inspection Period and be subject to the terms and conditions of the Contract.
9. **Representations and Warranties:** The standard representations and warranties for a property of this type shall be set forth in the Contract referred to herein, provided, however; that the Property will be sold by Seller to County pursuant to the Contract on an “as is” basis as to the condition of the property but pursuant to a special warranty deed conveying good and marketable fee simple title.
10. **Non-Binding:** Nothing contained herein shall be binding on either party unless and until a Contract is fully executed and exchanged by both parties. Seller agrees not to accept any offers for the sale or purchase of the Property during the term of this Letter of Intent.
11. **Real Estate Commission:** Both parties represent that no brokers are involved in the transaction and each party holds the other harmless with respect to any broker or other third party with regard to this transaction.
12. **Beneficiaries:** This Letter of Intent is made for the benefit of the Seller and County. Neither party may assign any of their rights without the consent of the other party, which consent shall not be unreasonably withheld.
13. **Applicable Laws:** This Letter of Intent and the Contract contemplated herein shall be governed by, construed and enforced in accordance with the laws of the State of Maryland.
14. **Amendments:** This Letter of Intent may only be amended or modified in writing executed by both County and Seller. No oral waivers or extensions shall be binding on the parties.
15. **Prior Reservation:** The Parties acknowledge that the County has heretofore made a request for reservation of the Property for the same purpose as set forth above (the

M-10 Residential Land Development, Inc.

By:   
Name: Louis Mangione  
Title: President

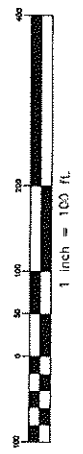
Turf Valley Master Community Association, Inc.

By:   
Name: Louis Mangione  
Title: President



# EXHIBIT FOR ELEMENTARY SCHOOL

TAX MAP: 16 - GRID: 17 - PARCEL: P/O 8  
 ZONED: PGCC (MULTI-USE SUBDISTRICT)  
 ELECTION DISTRICT NO. 3 - HOWARD COUNTY, MARYLAND



**BENCHMARK ENGINEERING, INC.**  
 3000 BALTIMORE NATIONAL PIKE SUITE 215 • ELICOTT CITY, MARYLAND 21043  
 (P) 410-852-5105 (F) 410-852-8844  
 WWW.BE-ONLINE.COM

"Reservation"). Unless and until a binding agreement for the sale/purchase of the Property from Seller to the County is executed, the Parties acknowledge that nothing in this Letter of Intent is intended as a revision or waiver of any rights, obligations, terms and/or circumstances of the Reservation.

This Letter of Intent is not intended to be a Contract of Purchase between the Seller and the County, but merely a statement of the general terms and conditions upon which the parties are willing to enter into a Contract. If the terms and conditions set forth herein are acceptable to the Seller, then it is the intention of the parties hereto to enter into a Contract incorporating the terms and conditions herein.

If the foregoing terms and conditions are acceptable, please execute in the space provided below and return to the undersigned.

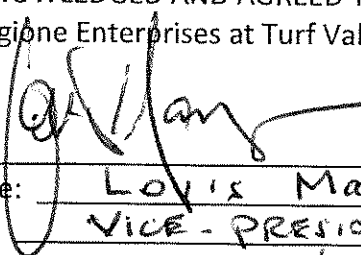
Regards,



Allan H. Kittleman  
County Executive

cc: B. Diane Wilson, Chief of Staff  
Lonnie Robbins, Chief Administrative Officer  
Jim Irvin, Director Department of Public Works  
Gary W. Kuc, County Solicitor  
Lisa S. O'Brien, Senior Assistant County Solicitor

ACKNOWLEDGED AND AGREED TO:  
Mangione Enterprises at Turf Valley Limited Partnership

By:   
Name: Louis Mangione  
Title: VICE-PRESIDENT  
Turf Valley, Inc  
General Partner