

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 14 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

EXECUTION VERSION

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

(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

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

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EXECUTION VERSION

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

Effective Date: 7/1/18 2018

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.

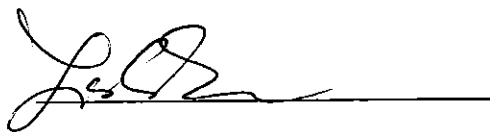
[SIGNATURES APPEAR ON NEXT PAGE]

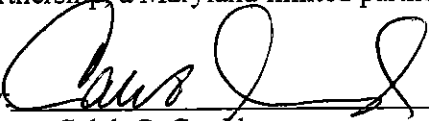
IN WITNESS WHEREOF, the Seller and Purchaser have caused this Purchase and Sale Agreement to be executed by its respective duly authorized officers under seal effective as of the Effective Date.

**SELLER:**

WITNESS/ATTEST:

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

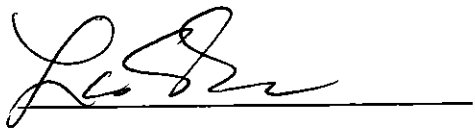


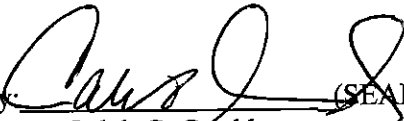
By:  (SEAL)  
Name: Caleb C. Gould  
Title: Authorized Member

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

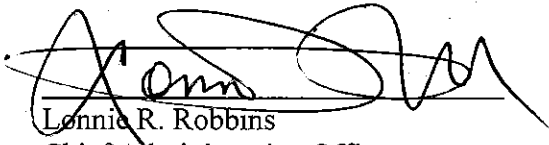


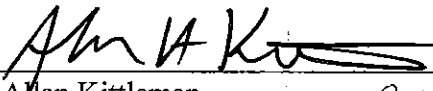
By:  (SEAL)  
Name: Caleb C. Gould  
Title: Vice President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

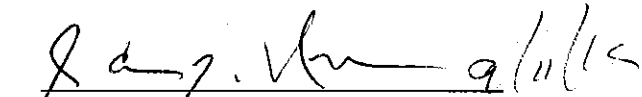
WITNESS/ATTEST:

HOWARD COUNTY, MARYLAND

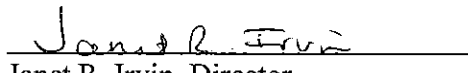
  
Lonnie R. Robbins  
Chief Administrative Officer

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

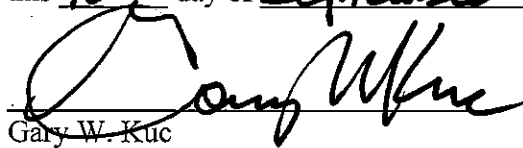
APPROVED:

  
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]

27 of 58

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

**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. McLaughlin  
Title: President

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Summary

| Grantor            | Parcel                     | Acreage - Use     |
|--------------------|----------------------------|-------------------|
| 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.

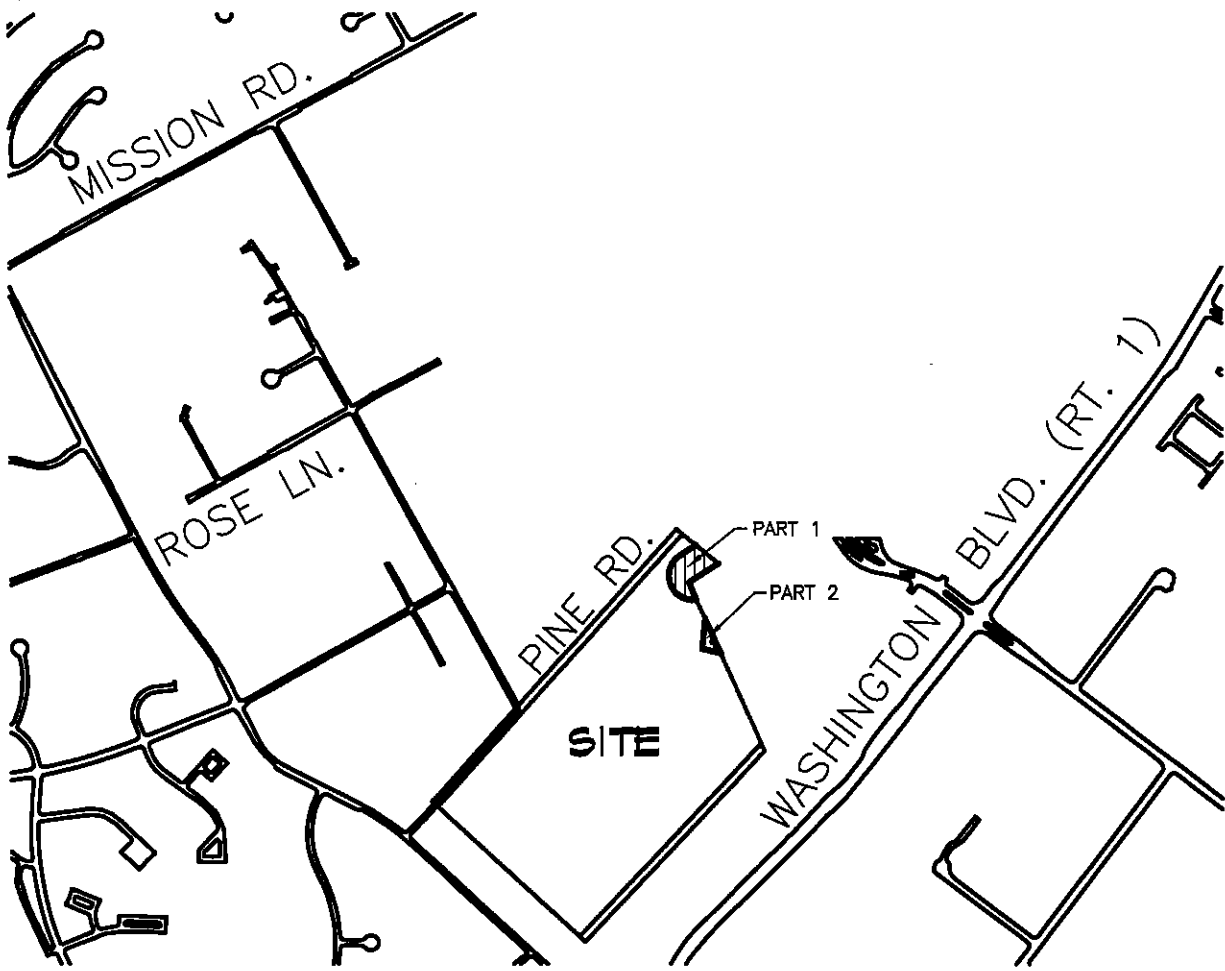
BEING part of the lands conveyed in a deed dated April 15, 1987 by and between BA Associates Limited Partnership and Konterra Limited Partnership as recorded among the land records of Howard County, Maryland in deed Liber CMP 1671 at Folio 507.

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



I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions\2018\Tall 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 |

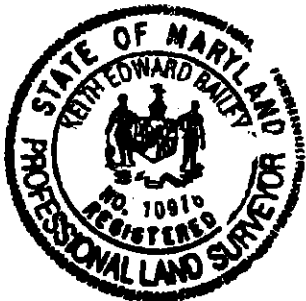
### LINE TABLE

| 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. 43GB, & 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'      |

**CNA**  
engineers, surveyors & landscape architects

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 Z. H.* 9/7/18  
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.

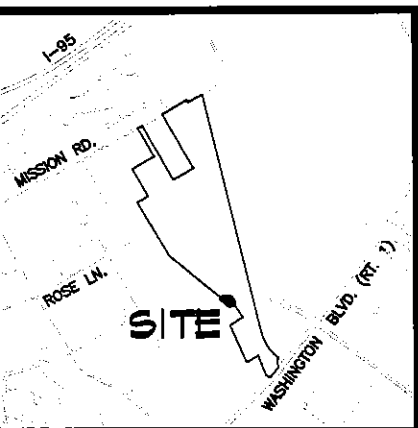
This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

*Keith E. Bailey* 8/23/18

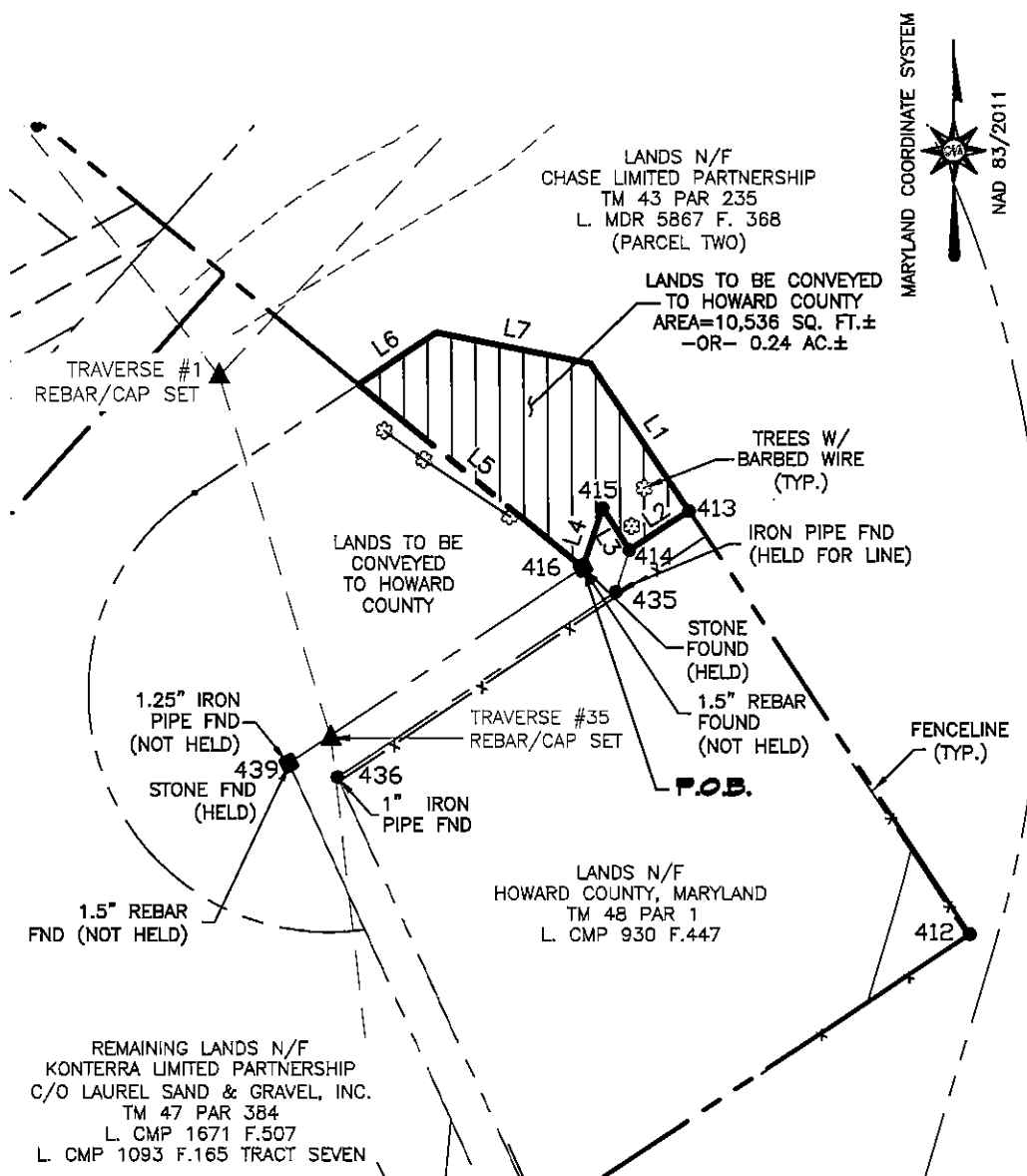
Keith E. Bailey  
Maryland Professional Land Surveyor No. 10976  
Expiration Date: 7/24/2020



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



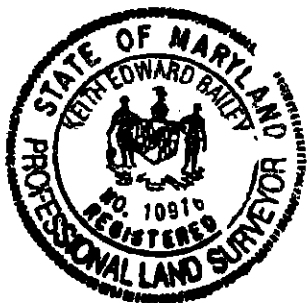
VICINITY MAP  
NOT TO SCALE



### 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

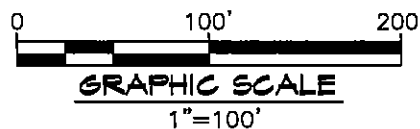


### COORDINATE TABLE

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

### 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'   |



### 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. 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 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

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. Pabst* 8/27/18  
NAME DATE  
APPROVED:  
BUREAU OF ENGINEERING  
*Janet A. ...* 9/6/18  
NAME DATE

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



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.

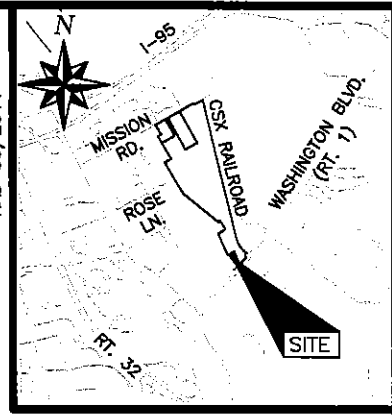
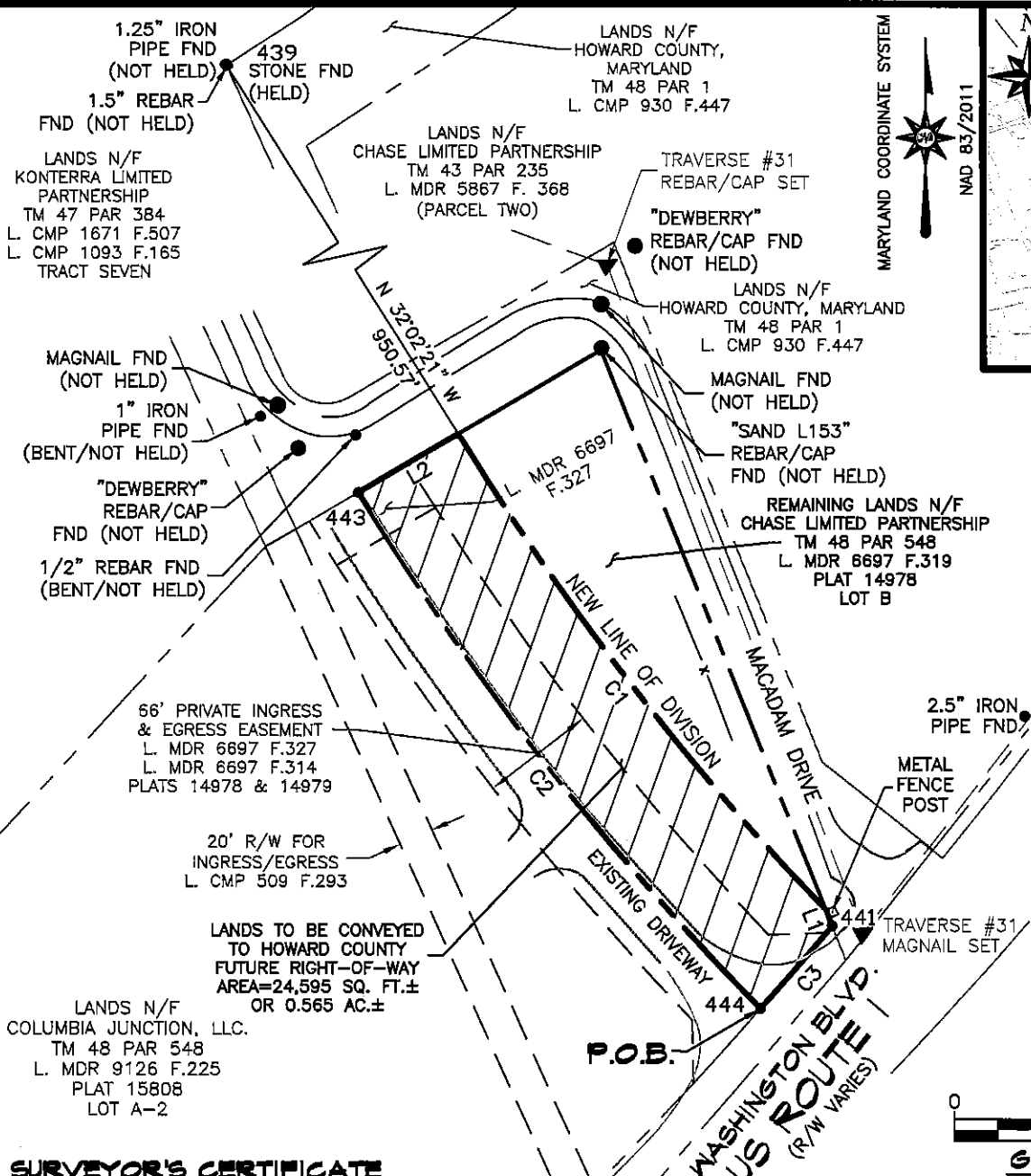
This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

*Keith E. Bailey* 8/27/18

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

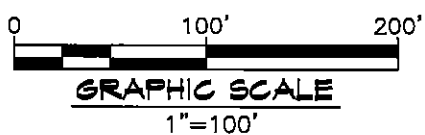


**CNA**  
engineers, surveyors & landscape architects  
1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050  
(410)879-7200 \* Fax(410)838-1811

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  
*Madame [Signature]* 09.07.18  
NAME DATE  
APPROVED:  
BUREAU OF ENGINEERING  
*[Signature]* 9/7/18  
NAME DATE



**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'  |



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.**

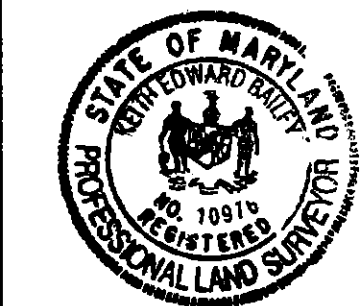
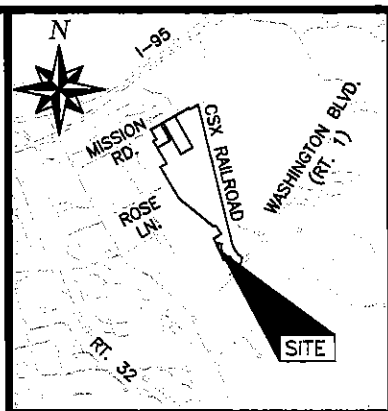
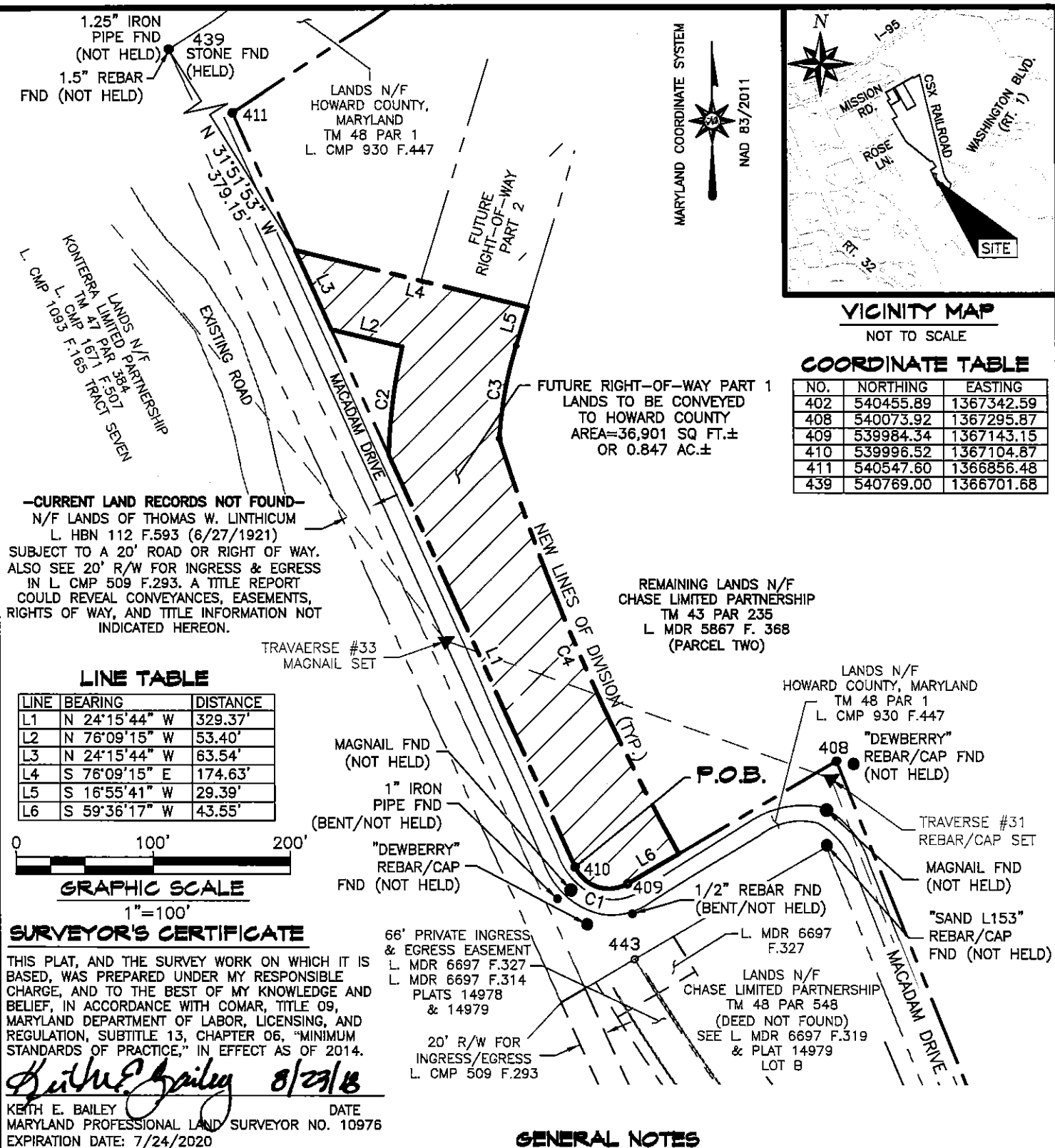
**BEING** part of the same land as conveyed in a deed dated January 3, 1996 by and between Kingdon Gould and Chase Limited Partnership as recorded among the Land Records of Howard County in Liber MDR 5867, Folio 368.

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* 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-2.1\_13066\_Mission\_P235-RW-Pt1\_6-18-18.doc



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

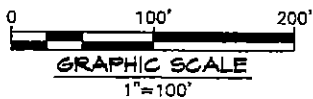
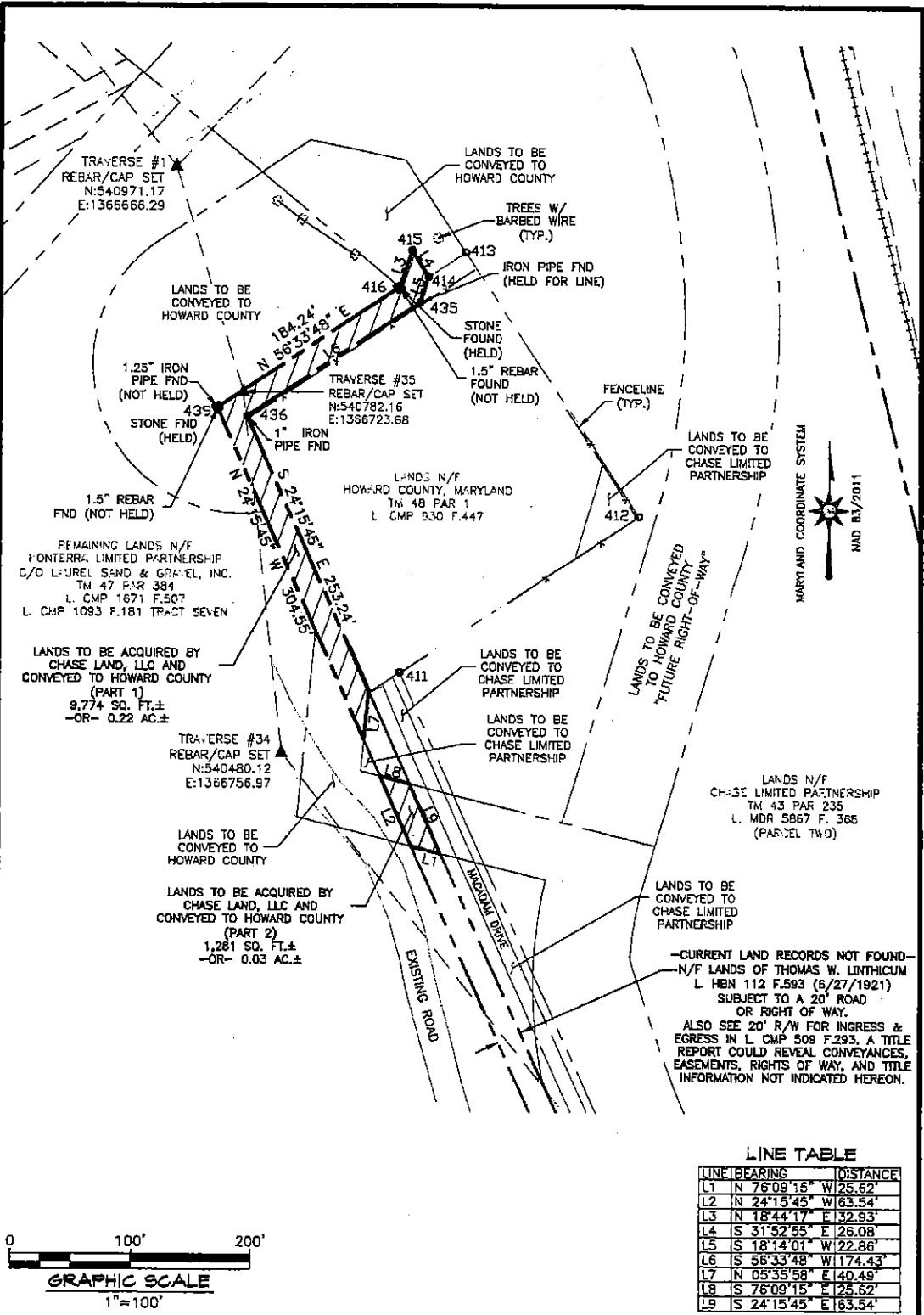
HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS  
**FEE SIMPLE ACQUISITION**  
P/O THE LANDS OF  
**CHASE LIMITED PARTNERSHIP**  
TM 43 PAR 235  
6TH ELECTION DISTRICT  
HOWARD COUNTY, MARYLAND

APPROVED:  
REAL ESTATE SERVICES DIVISION

*Megan P. Murphy* 09.07.18  
NAME DATE

APPROVED:  
BUREAU OF ENGINEERING

*Randy H.* 9/7/18  
NAME DATE



| 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**  
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.

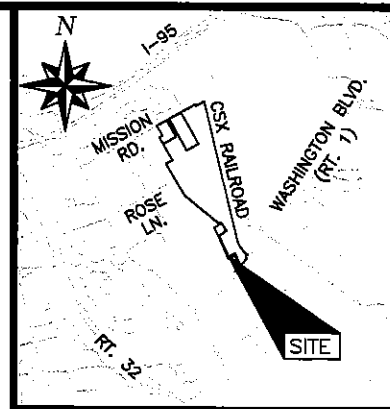
BEING part of the lands conveyed in a deed dated February 16, 1979 by and between Chase Manhattan Mortgage and Realty Trust and Howard County, Maryland as recorded among the land records of Howard County, Maryland in deed Liber CMP 930 at Folio 447.

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

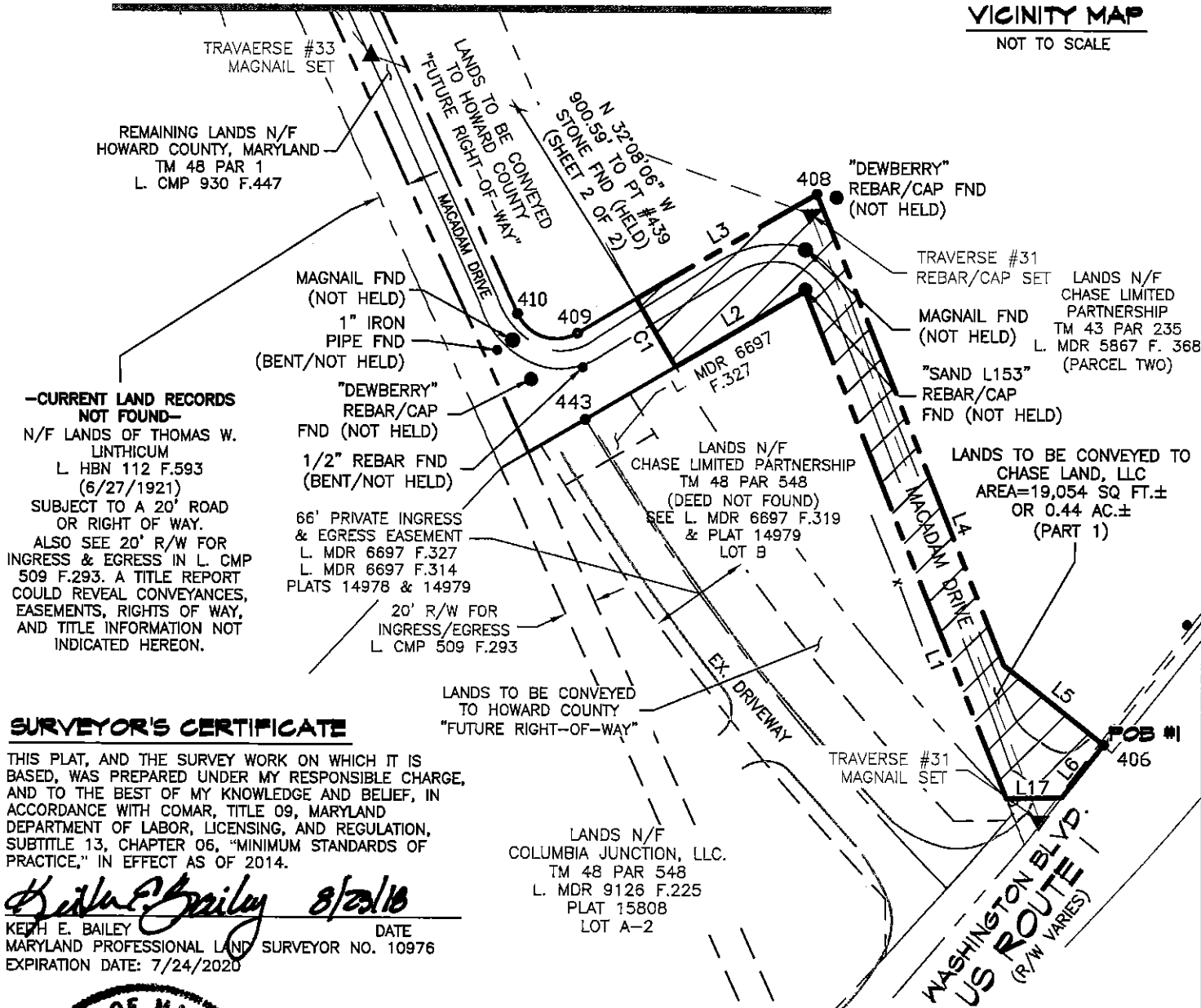


I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Agreements\2018\Final\School Site Purchase Agreement\Revised 2018.06\Exhibit B-1.1\_13066\_Mission\_P1\_7-2-18.docx



**VICINITY MAP**  
NOT TO SCALE

**MATCHLINE - SEE SHEET 2 OF 2**



**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



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

**GENERAL NOTES**

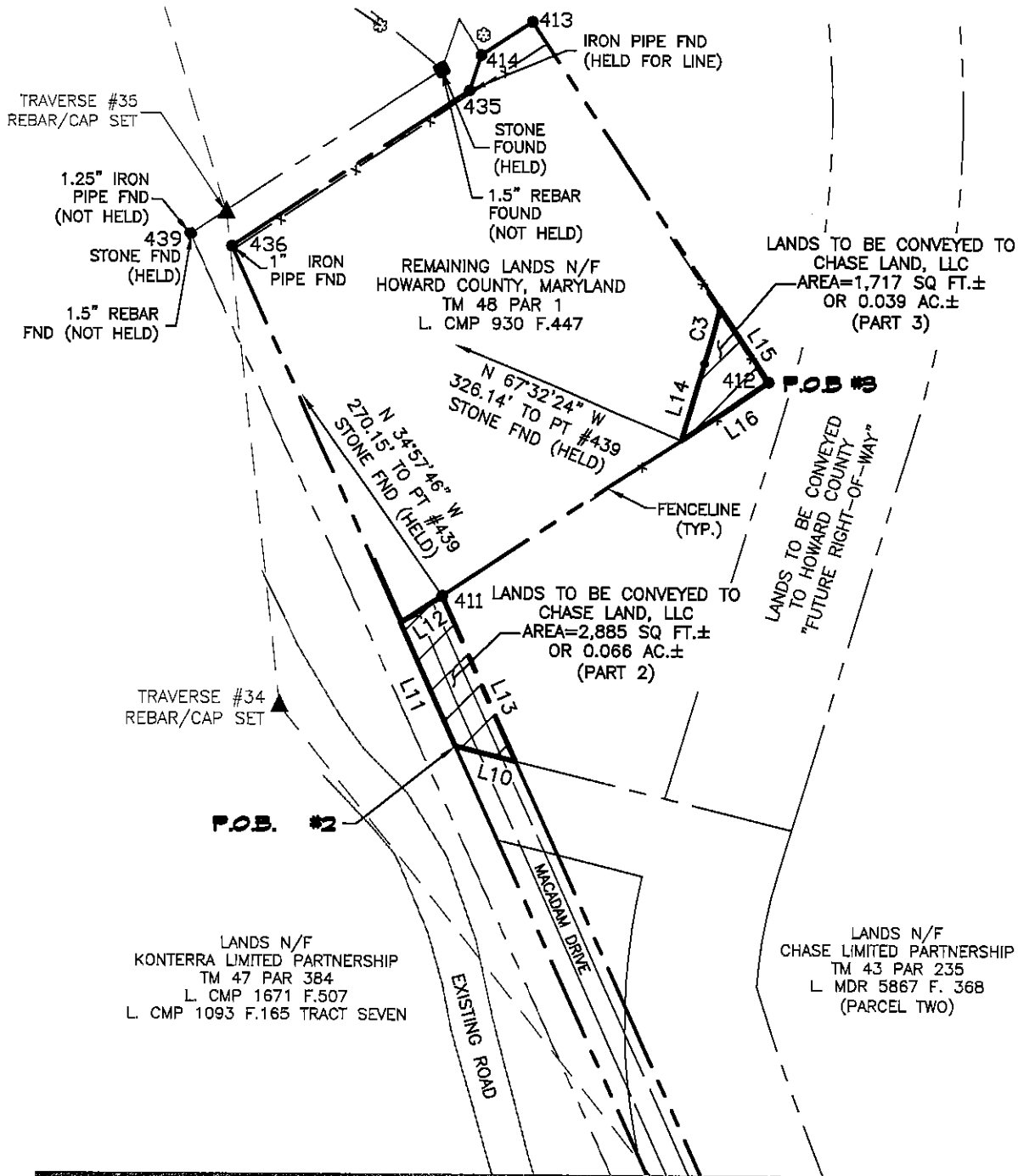
1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE REPORTS PROVIDED BY HOWARD COUNTY AND PREPARED BY COLONY TITLE GROUP, LTD., FILE NOS.: 17-44121 & 17-44122, LAST UPDATED ON AUGUST 22, 2018.
2. THIS PLAT WAS BASED ON A FIELD-RUN SURVEY PERFORMED BY CNA, INC. IN AUGUST OF 2016.
3. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE MARYLAND STATE COORDINATE SYSTEM NAD 83/2011 AS PROJECTED BY HOWARD COUNTY GEODETIC CONTROL NETWORK STATIONS NO. 43GA, NO. 43GG, & 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.

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

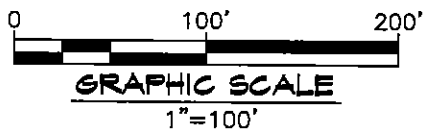
HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS  
**FEE SIMPLE ACQUISITION**  
P/O THE LANDS OF  
**HOWARD COUNTY**  
TM 48 PAR 1  
6TH ELECTION DISTRICT  
HOWARD COUNTY, MARYLAND

APPROVED:  
REAL ESTATE SERVICES DIVISION  
*Melanie Brown* 09/07/18  
NAME DATE  
APPROVED:  
BUREAU OF ENGINEERING  
*Paul H. ...* 9/15/18  
NAME DATE



MATCHLINE - SEE SHEET 1 OF 2

SEE SHEET 1 OF 2  
FOR NOTES & CERTIFICATION



**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 2 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 P. Smith* 8/29/18  
NAME DATE

APPROVED:  
BUREAU OF ENGINEERING

*Ray R. R. R.* 9/6/18  
NAME DATE

COORDINATE TABLE

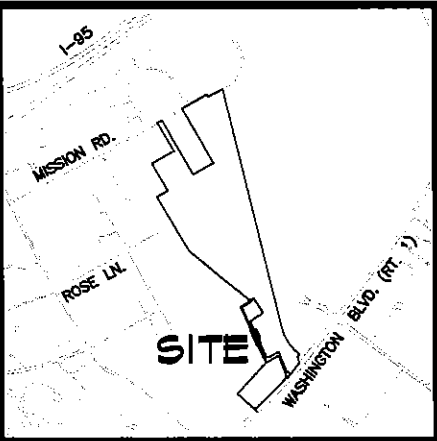
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|-----|-----------|------------|
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| 408 | 540073.92 | 1367295.87 |
| 409 | 539984.34 | 1367143.15 |
| 410 | 539996.52 | 1367104.87 |
| 411 | 540547.60 | 1366856.48 |
| 412 | 540679.73 | 1367056.60 |
| 413 | 540900.19 | 1366911.03 |
| 414 | 540879.55 | 1366879.78 |
| 435 | 540857.85 | 1366872.63 |
| 436 | 540761.73 | 1366727.07 |
| 443 | 539929.30 | 1367148.16 |
| 439 | 540769.00 | 1366701.68 |

LINE TABLE

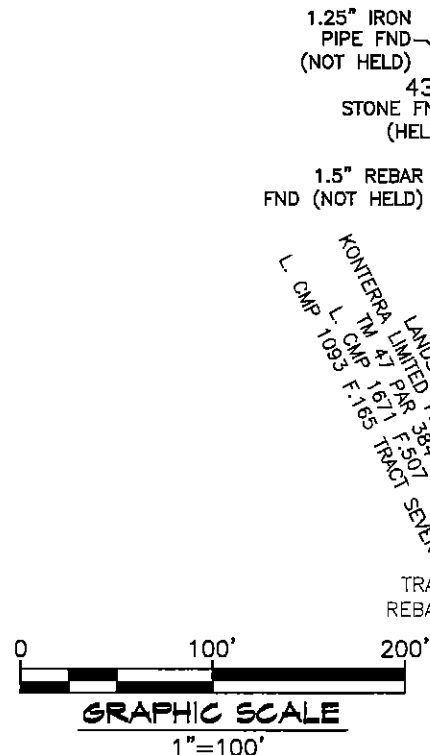
| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 21°47'04" W | 347.69'  |
| L2   | S 59°36'17" W | 95.65'   |
| L3   | N 59°36'17" E | 133.50'  |
| L4   | S 21°47'04" E | 323.09'  |
| L5   | S 51°39'58" E | 81.30'   |
| L6   | S 38°20'02" W | 42.96'   |
| L10  | N 76°09'15" W | 38.12'   |
| L11  | N 24°15'45" W | 81.99'   |
| L12  | N 56°33'48" E | 30.39'   |
| L13  | S 24°15'44" E | 110.36'  |
| L14  | N 16°55'41" E | 48.82'   |
| L15  | S 33°26'12" E | 54.66'   |
| L16  | S 56°33'48" W | 64.13'   |
| L17  | S 88°20'08" W | 35.42'   |

CURVE TABLE

| CURVE | ARC LENGTH | RADIUS   | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|----------|-------------|---------------|--------------|
| C1    | 50.00'     | 1556.27' | 1°50'28"    | N 30°18'37" W | 50.00'       |
| C3    | 35.46'     | 530.00'  | 3°50'02"    | N 15°00'40" E | 35.46'       |



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

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. Hays* 09.07.18  
NAME DATE

APPROVED:  
BUREAU OF ENGINEERING

*Randy Hays* 9/7/18  
NAME DATE

**CURVE TABLE**

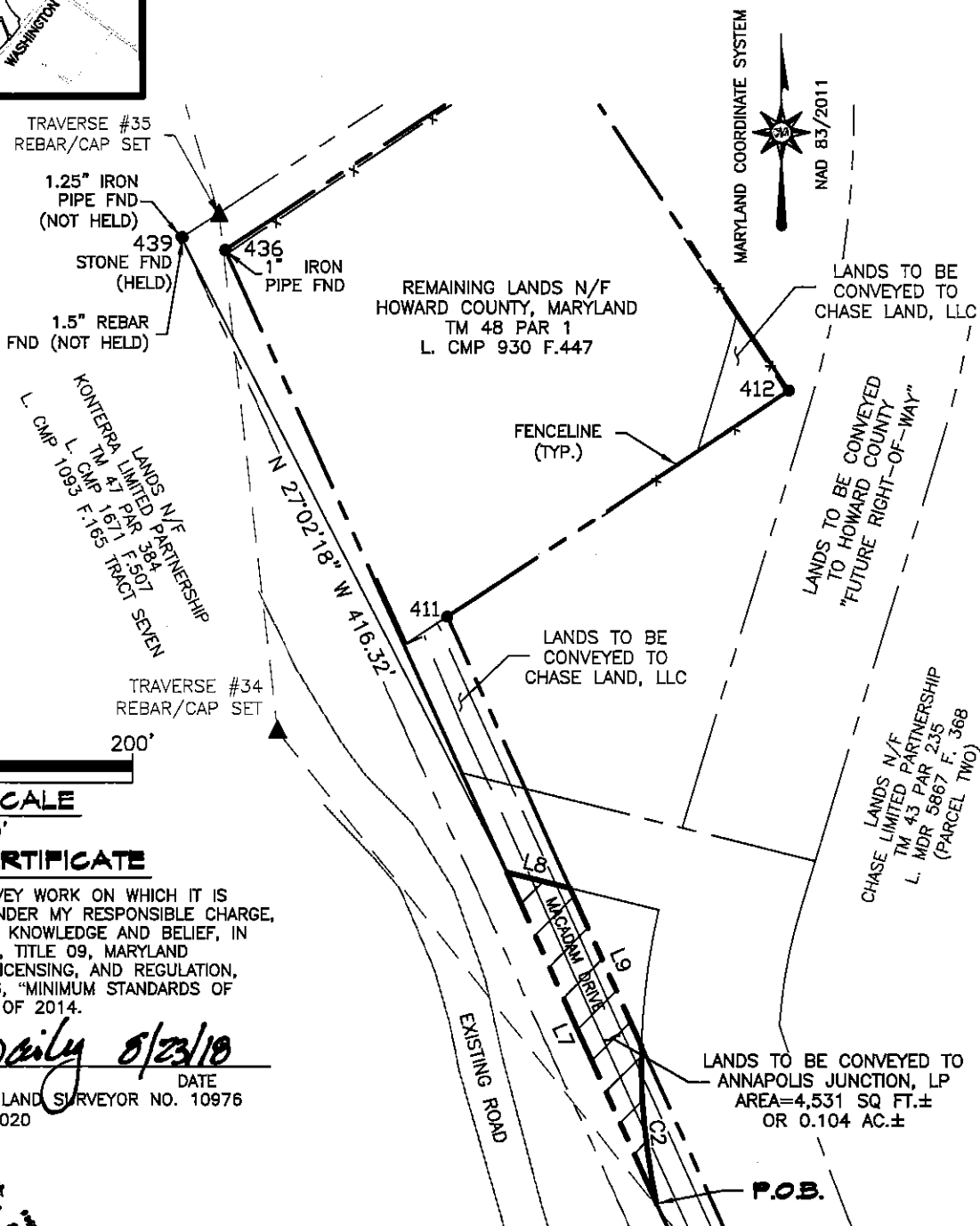
| CURVE | ARC LENGTH | RADIUS  | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|---------|-------------|---------------|--------------|
| C2    | 92.74'     | 390.00' | 13°37'31"   | S 05°20'43" E | 92.53'       |

**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 |



**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. 43GB, & 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.



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  
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.

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EXECUTION VERSION  
Purchase and Sale Agreement – Water Tower (Capital Project C0352)  
Effective Date: 5/14, 2018

**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**

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EXECUTION VERSION

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

Effective Date: 9/14, 2018

**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

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**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: 7/14, 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: 7/10, 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.

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EXECUTION VERSION  
Purchase and Sale Agreement - Water Tower (Capital Project C0352)  
Effective Date: 7/14, 2018

**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:

\_\_\_\_\_

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

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

[Notary follows on the next page.]

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EXECUTION VERSION

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

Effective Date: 7/14, 2018

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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.

50 of 58

EXECUTION VERSION

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

Effective Date: 7/14, 2018

**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:**

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

**GRANTOR:**  
**HOWARD COUNTY, MARYLAND**

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.]

52 of 58

EXECUTION VERSION

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

Effective Date: 9/14, 2018

---

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

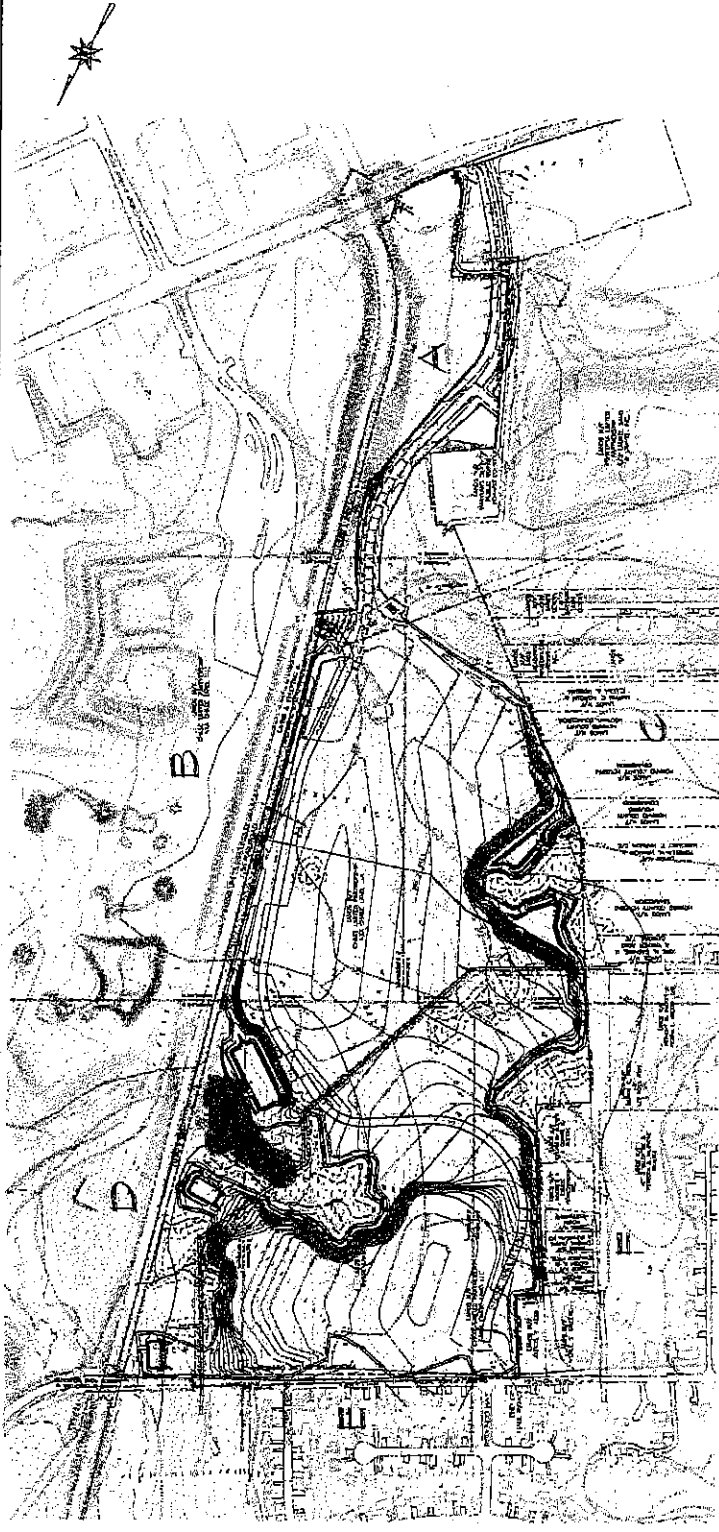
EXECUTION VERSION  
Purchase and Sale Agreement Water Tower (Capital Project C0352)  
Effective Date: 9/11/14, 2018

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

54 of 58

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

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**OVERALL SEQUENCE OF OPERATIONS**

1. VERIFY ADEQUATE EFFICIENCY OF THE EXISTING EROSION CONTROL MEASURES AND DETERMINE THE NEED FOR ADDITIONAL MEASURES.
2. DETERMINE THE SEQUENCE OF OPERATIONS FOR THE EROSION CONTROL MEASURES.
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10. DETERMINE THE SEQUENCE OF OPERATIONS FOR THE EROSION CONTROL MEASURES.

**OVERALL SITE ANALYSIS**

|                                           |          |
|-------------------------------------------|----------|
| 1. TOTAL AREA OF SITE                     | 1.00 AC. |
| 2. TOTAL AREA OF EROSION CONTROL MEASURES | 0.10 AC. |
| 3. TOTAL AREA OF EROSION CONTROL MEASURES | 0.10 AC. |
| 4. TOTAL AREA OF EROSION CONTROL MEASURES | 0.10 AC. |
| 5. TOTAL AREA OF EROSION CONTROL MEASURES | 0.10 AC. |

**OVERALL SUMMARY OF SEDIMENT CONTROL QUANTITIES**

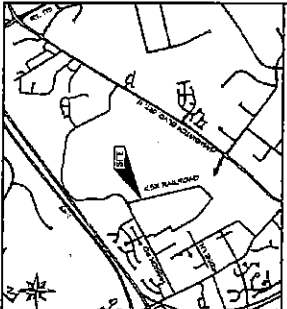
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**LEGEND**

|                             |                             |
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| 1. EROSION CONTROL MEASURES | 1. EROSION CONTROL MEASURES |
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| 4. EROSION CONTROL MEASURES | 4. EROSION CONTROL MEASURES |
| 5. EROSION CONTROL MEASURES | 5. EROSION CONTROL MEASURES |

**INDEX OF DRAWINGS**

|                             |                             |
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| 1. EROSION CONTROL MEASURES | 1. EROSION CONTROL MEASURES |
| 2. EROSION CONTROL MEASURES | 2. EROSION CONTROL MEASURES |
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| 4. EROSION CONTROL MEASURES | 4. EROSION CONTROL MEASURES |
| 5. EROSION CONTROL MEASURES | 5. EROSION CONTROL MEASURES |



**LOCATION MAP**

**SITE DATA**

1. SITE LOCATION: CHASE ROAD, MISSION ROAD, DISTRICT 1, CITY OF LOS ANGELES, CALIFORNIA

2. SITE AREA: 1.00 AC.

3. SITE PERIMETER: 1.00 AC.

4. SITE PERIMETER: 1.00 AC.

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**EROSION AND SEDIMENT CONTROL PLAN**

**CHASE PROPERTY**

**AT MISSION ROAD**

**CHASE ROAD, MISSION ROAD, DISTRICT 1, CITY OF LOS ANGELES, CALIFORNIA**

**SCALE 1\"/>**

| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9. | 10. | 11. | 12. | 13. | 14. | 15. | 16. | 17. | 18. | 19. | 20. | 21. | 22. | 23. | 24. | 25. | 26. | 27. | 28. | 29. | 30. | 31. | 32. | 33. | 34. | 35. | 36. | 37. | 38. | 39. | 40. | 41. | 42. | 43. | 44. | 45. | 46. | 47. | 48. | 49. | 50. | 51. | 52. | 53. | 54. | 55. | 56. | 57. | 58. | 59. | 60. | 61. | 62. | 63. | 64. | 65. | 66. | 67. | 68. | 69. | 70. | 71. | 72. | 73. | 74. | 75. | 76. | 77. | 78. | 79. | 80. | 81. | 82. | 83. | 84. | 85. | 86. | 87. | 88. | 89. | 90. | 91. | 92. | 93. | 94. | 95. | 96. | 97. | 98. | 99. | 100. |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
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NAME: \_\_\_\_\_ U.S. \_\_\_\_\_  
 GRADE: \_\_\_\_\_ U.S. \_\_\_\_\_  
 DATE: \_\_\_\_\_ U.S. \_\_\_\_\_  
 SCHOOL NAME: \_\_\_\_\_ U.S. \_\_\_\_\_  
 SCHOOL CITY: \_\_\_\_\_ U.S. \_\_\_\_\_  
 DISTRICT NAME: \_\_\_\_\_ U.S. \_\_\_\_\_  
 UNITED STATES OF AMERICA: \_\_\_\_\_ U.S. \_\_\_\_\_  
 HOME PHONE: \_\_\_\_\_ U.S. \_\_\_\_\_  
 HOME FAX: \_\_\_\_\_ U.S. \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_ U.S. \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ U.S. \_\_\_\_\_  
 CITY: \_\_\_\_\_ U.S. \_\_\_\_\_  
 STATE: \_\_\_\_\_ U.S. \_\_\_\_\_  
 ZIP: \_\_\_\_\_ U.S. \_\_\_\_\_  
 COUNTRY: \_\_\_\_\_ U.S. \_\_\_\_\_

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1. WATERBURY

8. COMPLETE WITH SIGNATURE AND DATE OF THE AGENT NO MORE THAN 10 DAYS AFTER THE DATE OF THE REPORTING ACTIVITY. THE AGENT MUST SIGN AND DATE THE REPORTING ACTIVITY AND APPROVE AT THE HEAD OF THE REPORTING ACTIVITY.

9. CANCELL THE SIGNATURE TO THE REPORTING ACTIVITY. THE AGENT MUST SIGN AND DATE THE REPORTING ACTIVITY AND APPROVE AT THE HEAD OF THE REPORTING ACTIVITY.

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STATE OF TEXAS,  
COUNTY OF DALLAS.

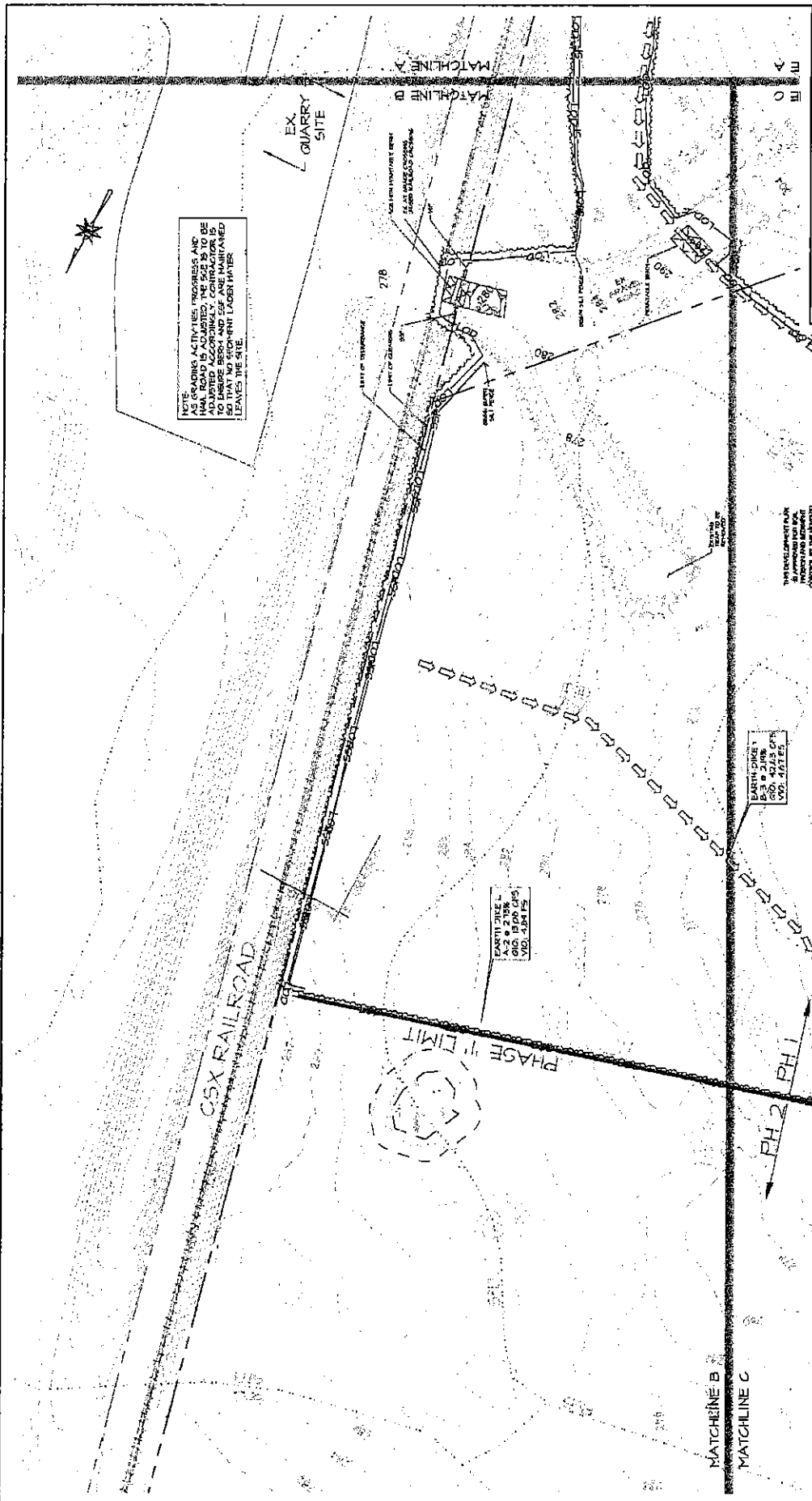
**CNA**  
INSURANCE, RETIREMENT & INVESTMENT PRODUCTS

Agents: G. Carlton Smith, Esq. & J. C. Schumacher, Esq.  
Toll-free 1-800-368-7222 • Fax: (415) 354-0811  
E-mail: [isa-schumacher@cna.com](mailto:isa-schumacher@cna.com)  
Toll-free 1-800-368-7222

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

 **CITY OF LOS ANGELES**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF STREETS AND SANITATION  
100 N. GARDEN STREET, 10TH FLOOR  
LOS ANGELES, CA 90012  
(213) 475-2000

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|  | NOV-1987 | PAGE 26 |
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NOTE:  
AS GRADING ACTIVITIES PROGRESS AND  
HAZ. ROAD IS ADJUSTED, THE SIZE IS TO BE  
ADJUSTED TO MATCH THE EXISTING ROAD  
TO LARGER BECAUSE AND EX. ARE MAINTAINED  
SO THAT NO SIGNIFICANT LATER WATER  
LEAVES THE SITE.

THE DEVELOPMENT PLAN  
SHOWN ON THIS SHEET IS  
SUBJECT TO THE APPROVAL  
OF THE LOCAL GOVERNMENT  
AND THE STATE OF TEXAS  
DATE 6/1/17

NOTE  
1. SEE SHEET 10 FOR MAIN 1. DETAILS  
2. SEE SHEET 10 FOR MAIN 2. DETAILS  
3. SEE SHEET 10 FOR MAIN 3. DETAILS  
4. SEE SHEET 10 FOR MAIN 4. DETAILS  
5. SEE SHEET 10 FOR MAIN 5. DETAILS  
6. SEE SHEET 10 FOR MAIN 6. DETAILS  
7. SEE SHEET 10 FOR MAIN 7. DETAILS  
8. SEE SHEET 10 FOR MAIN 8. DETAILS  
9. SEE SHEET 10 FOR MAIN 9. DETAILS  
10. SEE SHEET 10 FOR MAIN 10. DETAILS

CNA  
300 North Zeeb Road  
P.O. Box 1000  
Houston, Texas 77252-1000  
Phone: 713.424.1000  
Fax: 713.424.1001  
Email: cna@cnahouston.com

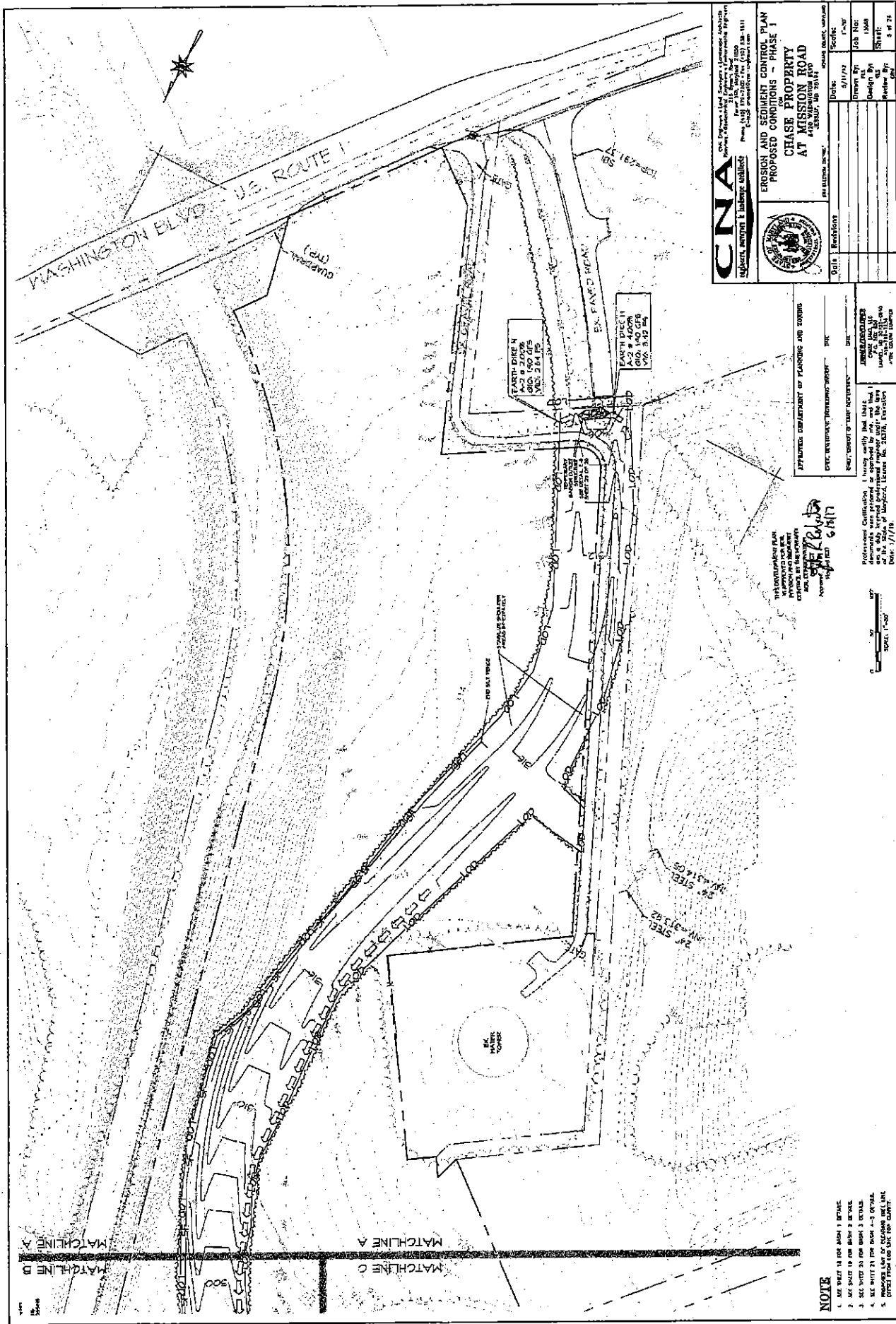
EROSION AND SEDIMENT CONTROL PLAN  
EXISTING CONDITIONS - PHASE I  
CHASE PROPERTY  
AT MISSION ROAD  
"HARVEST" 10/1/17

|          |          |           |         |
|----------|----------|-----------|---------|
| Date:    | 10/1/17  | Drawn By: | 10/1/17 |
| Revised: |          | Check By: | 10/1/17 |
| Scale:   | 1" = 40' | Sheet:    | 3 of 25 |

PERMANENT EROSION AND SEDIMENT CONTROL MEASURES  
DATE 6/1/17  
BY: [Signature]  
PROJECT: CHASE PROPERTY AT MISSION ROAD  
SHEET: 3 OF 25







**NOTE**

1. SEE ENTRY 18 FOR BUSH 1 DETAILS.
2. SEE ENTRY 19 FOR BUSH 2 DETAILS.
3. SEE ENTRY 20 FOR BUSH 3 DETAILS.
4. SEE ENTRY 21 FOR BUSH 4-5 DETAILS.
5. PROPOSED PLAN OF CLEARING THE LINE  
STRETCH FROM 600 YDS FOR CLARITY.

SCALE 1"=50'

Professional Certification. I hereby certify that these documents were prepared or supervised by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 26376, Expiration Date: 1/1/19.

**APPLIED: DEPARTMENT OF PLANNING AND ZONING**

\_\_\_\_\_

THE STANDARD UNIT OF MEASURE

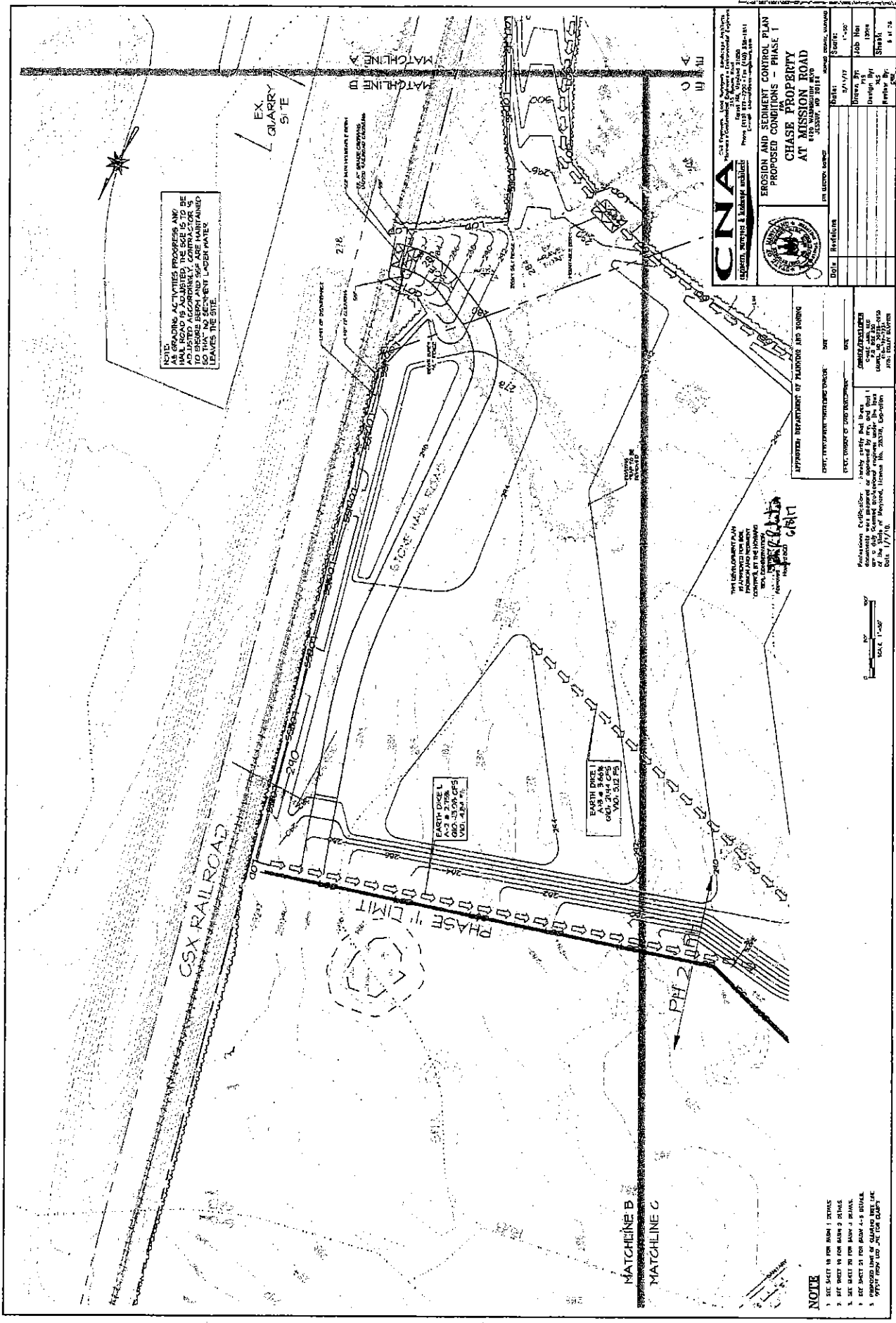
|          |                                       |
|----------|---------------------------------------|
| DATE     | 1/1/2011                              |
| TIME     | 10:00 AM                              |
| LOCATION | 1000 10th St NW, Washington, DC 20004 |
| CONTACT  | John Doe                              |
| PHONE    | 202-555-1234                          |
| EMAIL    | john.doe@company.com                  |
| STATUS   | Active                                |
| REMARKS  | Initial setup and configuration.      |

CRIME LAB. 110  
P.O. BOX 133

LAWRENCE, MD 20712-0963  
A18-711-1134

1

Figure 1. The effect of the concentration of the  $\text{H}_2\text{O}_2$  solution on the amount of the released  $\text{H}_2\text{O}_2$  from the  $\text{H}_2\text{O}_2$ -loaded hydrogel. The amount of the released  $\text{H}_2\text{O}_2$  was measured by the amount of the released  $\text{H}_2\text{O}_2$  from the  $\text{H}_2\text{O}_2$ -loaded hydrogel. The amount of the released  $\text{H}_2\text{O}_2$  was measured by the amount of the released  $\text{H}_2\text{O}_2$  from the  $\text{H}_2\text{O}_2$ -loaded hydrogel.



NOTE:  
1. ROAD ACTIVITIES PROGRESS AND  
HAZARD ROAD IS ADJUSTED THE SITE TO BE  
ADJUSTED ACCORDINGLY CONTRACTOR'S  
SO THAT THE SITE IS MAINTAINED  
SO THAT THE SITE IS MAINTAINED  
LEAVES THE SITE.

EARTH DITCH  
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98. 10' DEEP  
99. 10' LONG  
100. 10' WIDE

CNA  
Construction Management  
2100 North 17th Street  
Suite 100  
Phoenix, AZ 85016  
Phone: (602) 977-7777  
Fax: (602) 977-7777  
E-mail: cna@cnaphoenix.com

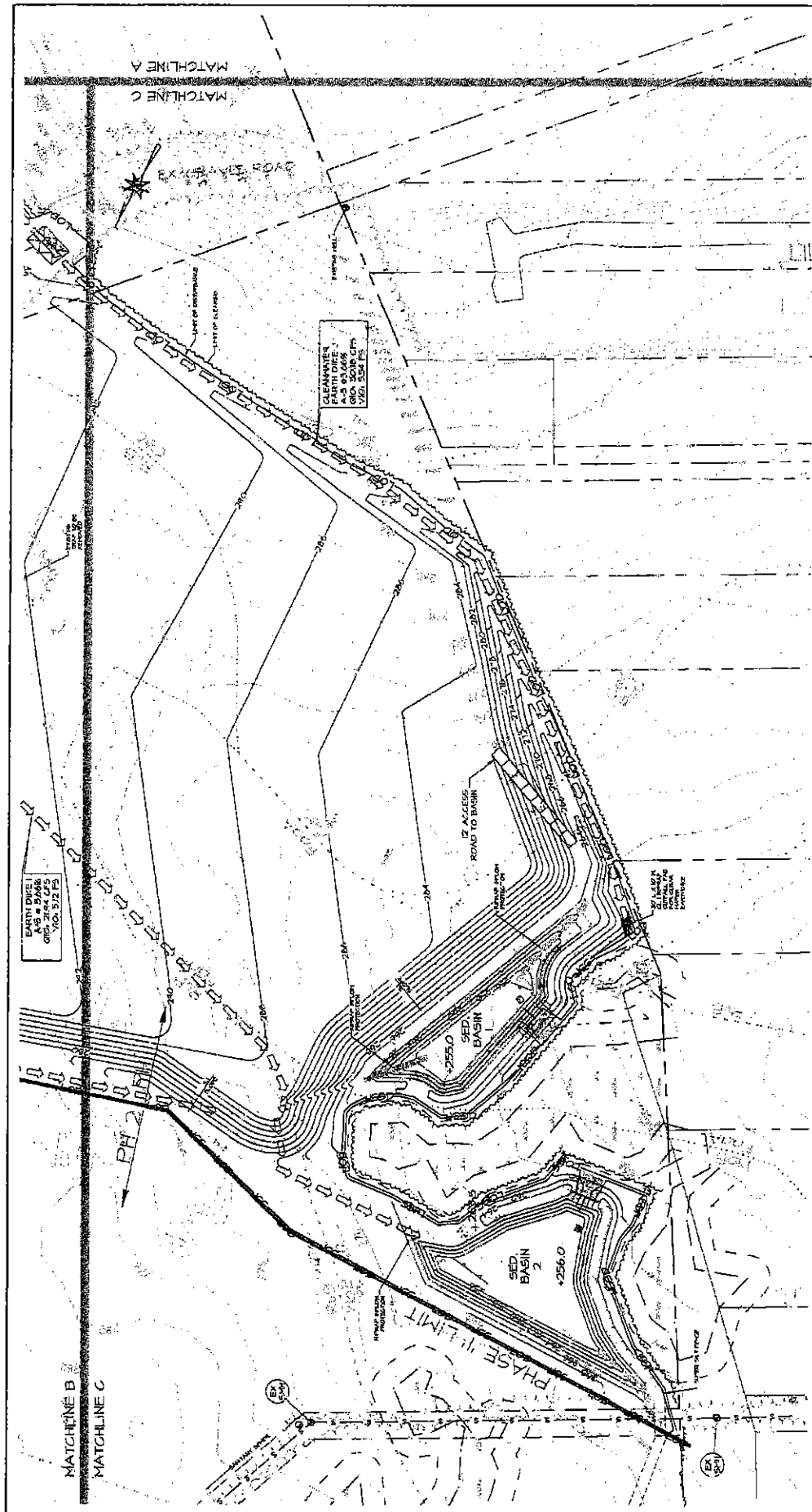
EROSION AND SEDIMENT CONTROL PLAN  
PROPOSED CONDITIONS - PHASE 1  
CHASE PROPERTY  
AT MISSION ROAD  
1110 WASHINGTON BLVD  
JESSE, MO 64111

| DATE    | REVISION | BY  | CHKD |
|---------|----------|-----|------|
| 11/1/10 | 1        | 100 | 100  |
| 11/1/10 | 2        | 100 | 100  |
| 11/1/10 | 3        | 100 | 100  |
| 11/1/10 | 4        | 100 | 100  |
| 11/1/10 | 5        | 100 | 100  |
| 11/1/10 | 6        | 100 | 100  |
| 11/1/10 | 7        | 100 | 100  |
| 11/1/10 | 8        | 100 | 100  |
| 11/1/10 | 9        | 100 | 100  |
| 11/1/10 | 10       | 100 | 100  |

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

THE DEVELOPMENT PLAN  
SHOWN ON THIS SHEET  
IS A PRELIMINARY PLAN  
AND IS NOT TO BE  
USED FOR CONSTRUCTION  
OR FOR ANY OTHER  
PURPOSE WITHOUT THE  
APPROVAL OF THE  
ENGINEER.

APPROVED FOR THE DEPARTMENT OF PLANNING AND ZONING  
DATE: 11/1/10  
BY: [Signature]  
TITLE: [Title]  
OFFICE: [Office]  
ADDRESS: [Address]  
PHONE: [Phone]  
FAX: [Fax]  
E-MAIL: [Email]



**CNA** Civil, Mechanical, and Electrical Engineering, Inc.  
10000 Wilshire Blvd., Suite 1000  
Beverly Hills, CA 90210  
Tel: (310) 271-1111  
Fax: (310) 271-1112  
www.cna-engineers.com

**EROSION AND SEDIMENT CONTROL PLAN  
PROPOSED CONDITIONS - PHASE I**

**CHASE PROPERTY  
AT MISSION ROAD**  
"Phase I" of "Phase II"

DATE: 7/1/11  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

PROJECT: [Blank]  
SHEET: [Blank] OF [Blank]

DATE: 7/1/11  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

PROJECT: [Blank]  
SHEET: [Blank] OF [Blank]

DATE: 7/1/11  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

THE DEVELOPER/OWNER has provided the following information to the Engineer for the purpose of preparing this plan. The Engineer has reviewed the information and has determined that it is sufficient for the purpose of preparing this plan. The Engineer does not warrant the accuracy or completeness of the information provided by the Developer/Owner.

DATE: 7/1/11  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

APPROVED: [Signature]  
DATE: 7/1/11

SCALE: 1"=50'

NOTE

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





**CNA**  
CONSTRUCTION AND EROSION CONTROL  
10000 W. 100th Street, Suite 100  
Overland Park, MO 66204  
Phone: (913) 700-2000 Fax: (913) 700-2001  
Website: www.cna.com

**EROSION AND SEDIMENT CONTROL PLAN**  
EXISTING CONDITIONS - PHASE 2  
**CHASE PROPERTY**  
**AT MISSION ROAD**  
10000 W. 100th Street, Suite 100  
Overland Park, MO 66204  
Project No. 2000-0001

**APPROVED REPRESENTATIVE OF PLANNING AND ZONING**  
FIRST PRESENTED TO THE PLANNING AND ZONING COMMISSION  
DATE: 1/17/00

**PROFESSIONAL CERTIFICATION:** I hereby certify that these documents were prepared or approved by me, and that I am a duly Licensed Professional Engineer in the State of Missouri, License No. 34318, Expiration Date 1/1/05.

**DESIGNED BY:** JAMES J. KILPATRICK  
**CHECKED BY:** JAMES J. KILPATRICK  
**DATE:** 1/17/00

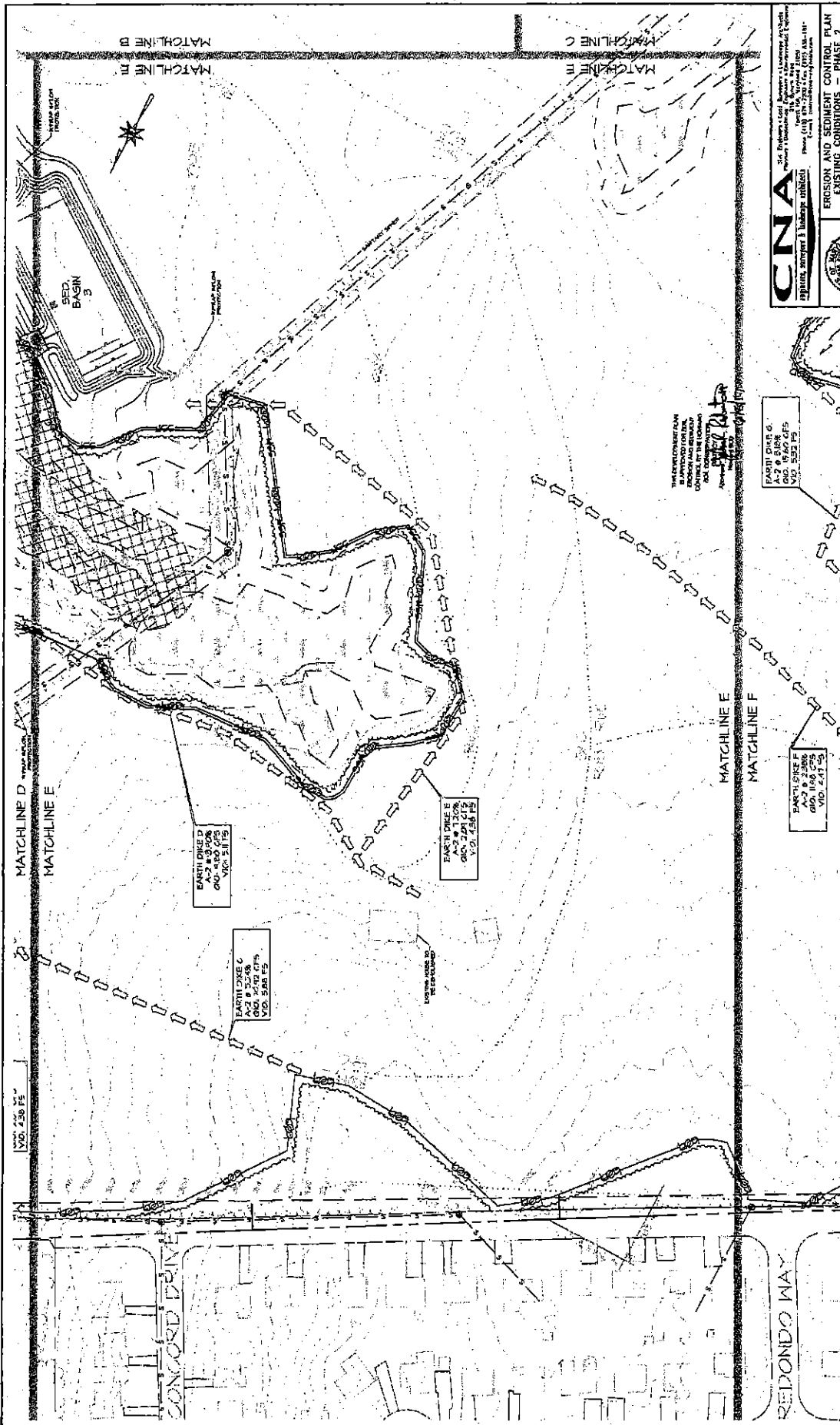
| Date | Revisions | Drawn By | Job No. |
|------|-----------|----------|---------|
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|      |           |          |         |
|      |           |          |         |
|      |           |          |         |

Scale: 1"=50'

**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
- DRY FLOW FROM THE TOP OF CLEARWATER BASIN





**NOTE**

1. SEE SHEET 10 FOR BASIN 1 DETAILS
2. SEE SHEET 11 FOR BASIN 2 DETAILS
3. SEE SHEET 12 FOR BASIN 3 DETAILS
4. SEE SHEET 13 FOR BASIN 4 DETAILS
5. SEE SHEET 14 FOR BASIN 5 DETAILS

**CNA**  
3100 Broadway, Suite 1000, San Francisco, CA 94109  
Phone: (415) 774-2200 Fax: (415) 774-1000  
Internet: www.cna.com

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

DATE: 5/1/73  
DRAWN BY: JSD  
CHECKED BY: JSD  
DESIGNED BY: JSD  
NOTED BY: JSD

DATE: 5/1/73  
DRAWN BY: JSD  
CHECKED BY: JSD  
DESIGNED BY: JSD  
NOTED BY: JSD

**APPROVED DEPARTMENT OF PLANNING AND ZONING**

SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

**APPROVED DEPARTMENT OF PLANNING AND ZONING**

SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

**APPROVED DEPARTMENT OF PLANNING AND ZONING**

SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

**APPROVED DEPARTMENT OF PLANNING AND ZONING**

SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

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SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

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SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

**APPROVED DEPARTMENT OF PLANNING AND ZONING**

SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

**APPROVED DEPARTMENT OF PLANNING AND ZONING**

SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

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DATE: 5/1/73

**APPROVED DEPARTMENT OF PLANNING AND ZONING**

SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

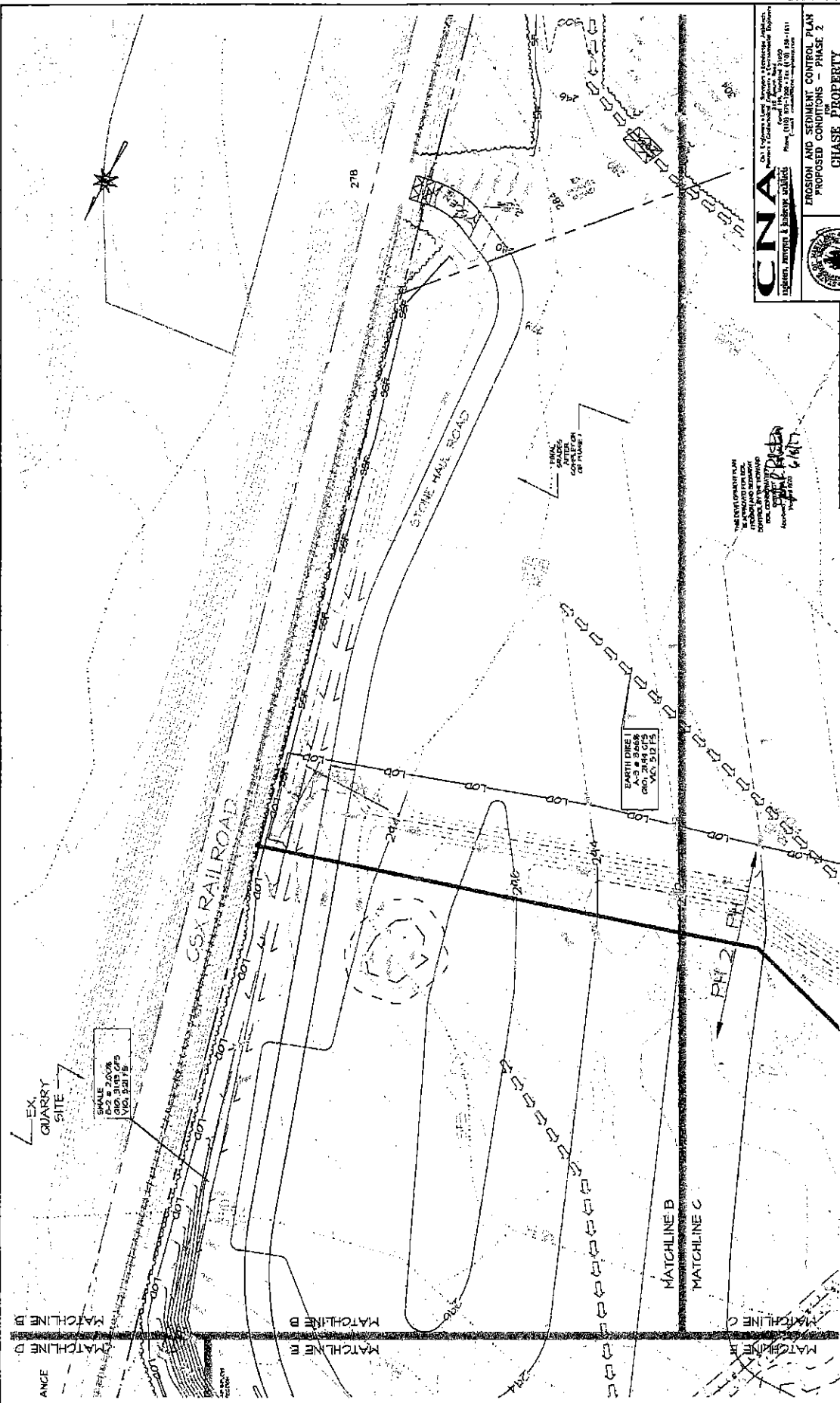
**APPROVED DEPARTMENT OF PLANNING AND ZONING**

SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73

**APPROVED DEPARTMENT OF PLANNING AND ZONING**

SWT. NUMBER OF CASE NUMBER: 1001  
DATE: 5/1/73





**CNA** Commercial Insurance Company of America  
 10000 North Central Expressway, Suite 1000  
 Dallas, Texas 75264-1000  
 Phone: (214) 761-1000  
 Fax: (214) 761-1001

**PROPOSED AND STATION CONTROL PLAN**  
**CHASE PROPERTY**  
**AT MISSION ROAD**  
 24658, 2444 CFS VES 512 FS

|      |          |    |      |      |          |    |      |
|------|----------|----|------|------|----------|----|------|
| DATE | REVISION | BY | CHKD | DATE | REVISION | BY | CHKD |
|      |          |    |      |      |          |    |      |

DESIGNED BY: [blank]  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 IN CHARGE: [blank]  
 SCALE: 1" = 40'

APPROVED: [blank]  
 DATE: [blank]  
 TITLE: [blank]  
 BY: [blank]  
 CHECKED: [blank]  
 IN CHARGE: [blank]

NOTED: [blank]  
 DATE: [blank]  
 TITLE: [blank]  
 BY: [blank]  
 CHECKED: [blank]  
 IN CHARGE: [blank]

REGISTERED: [blank]  
 DATE: [blank]  
 TITLE: [blank]  
 BY: [blank]  
 CHECKED: [blank]  
 IN CHARGE: [blank]

SCALE: 1" = 40'

DATE: 1/1/78

BY: [blank]

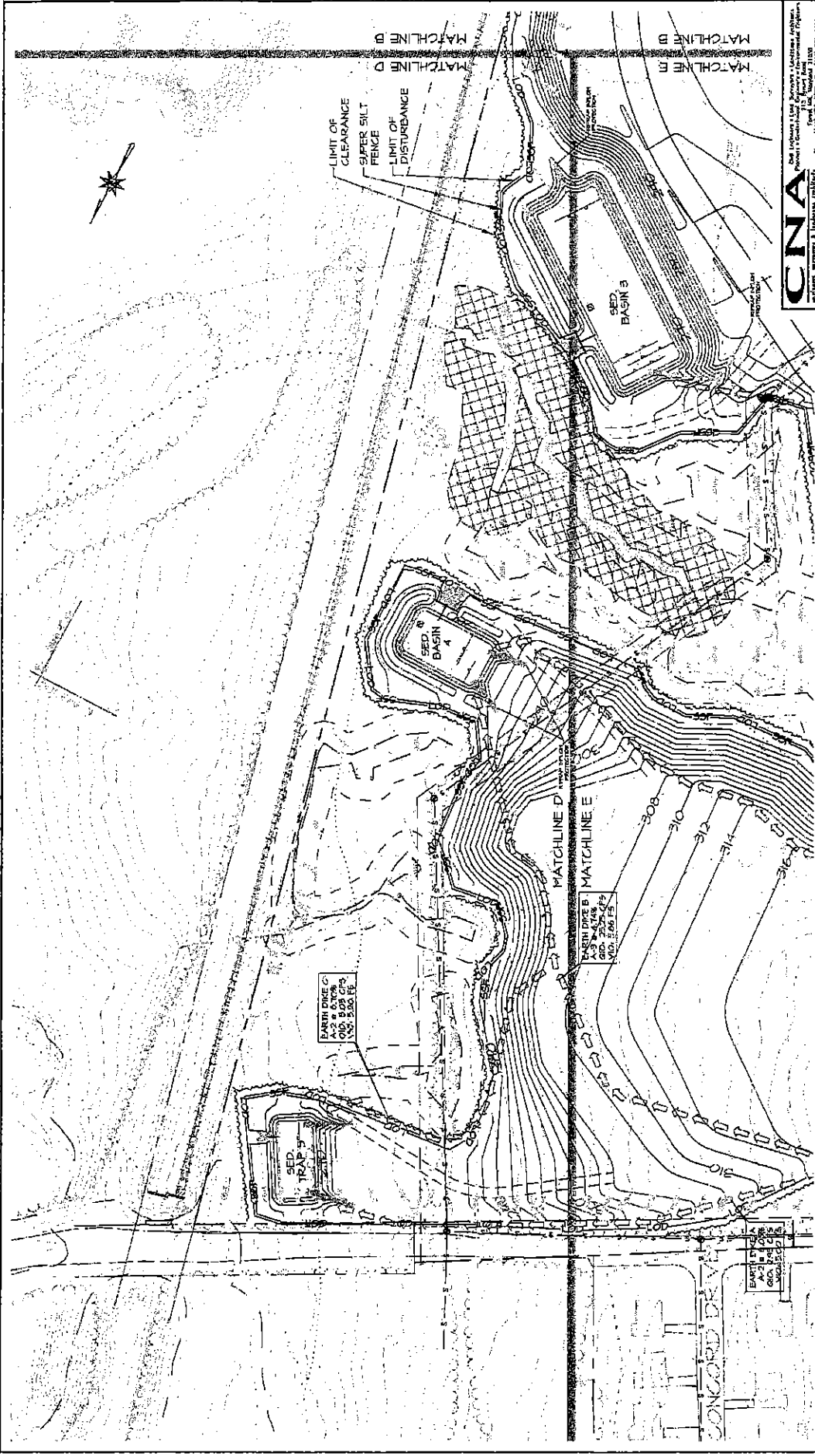
CHECKED: [blank]

IN CHARGE: [blank]

**NOTE**

- SEE SHEET 1 FOR BOUNDARY DETAILS
- SEE SHEET 2 FOR BOUNDARY DETAILS
- SEE SHEET 3 FOR BOUNDARY DETAILS
- SEE SHEET 4 FOR BOUNDARY DETAILS
- SEE SHEET 5 FOR BOUNDARY DETAILS





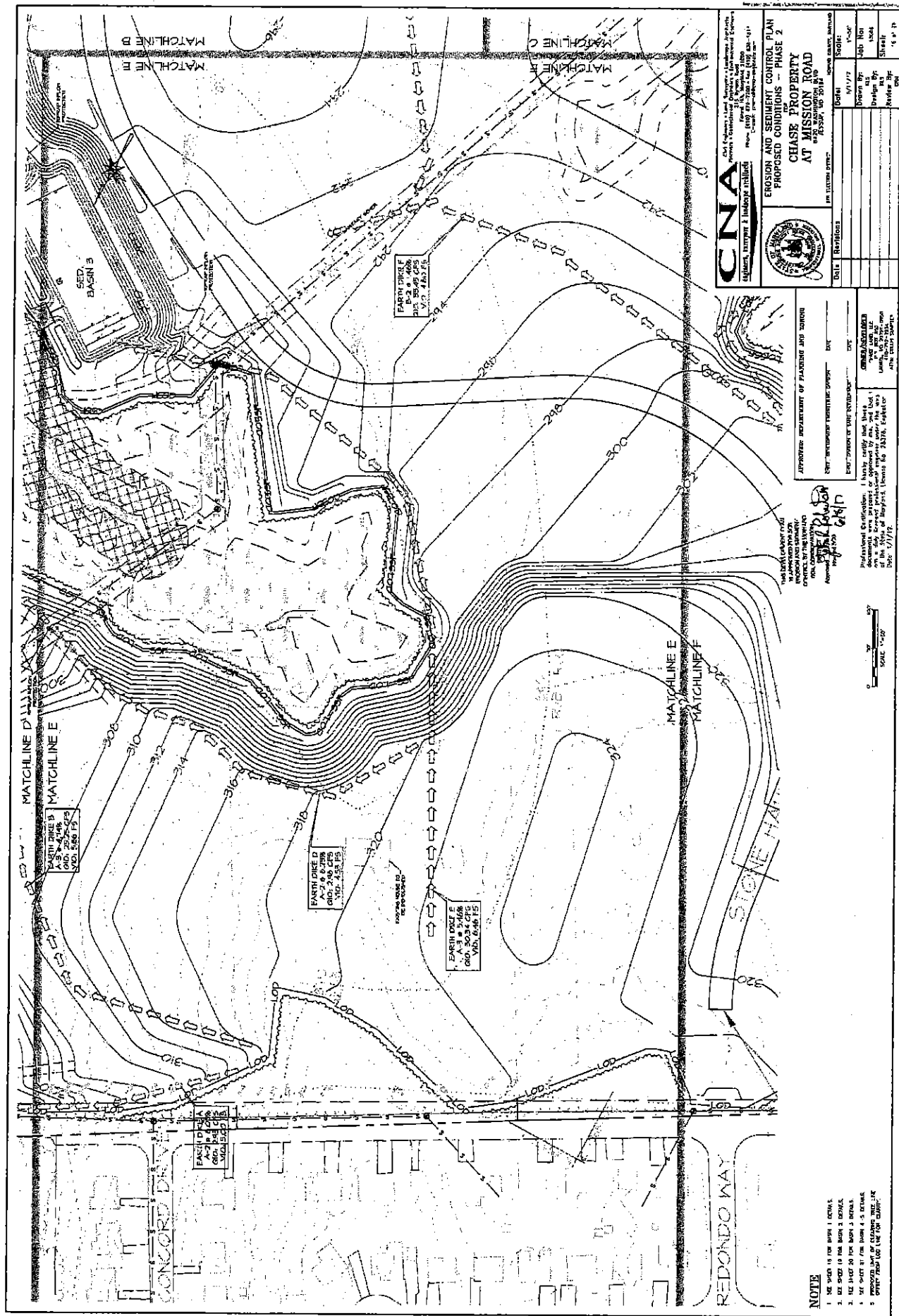
**CNA**  
One Indiana Circle, Suite 2000, Indianapolis, Indiana 46204  
Phone: (317) 636-2000 Fax: (317) 636-1811  
www.cna.com

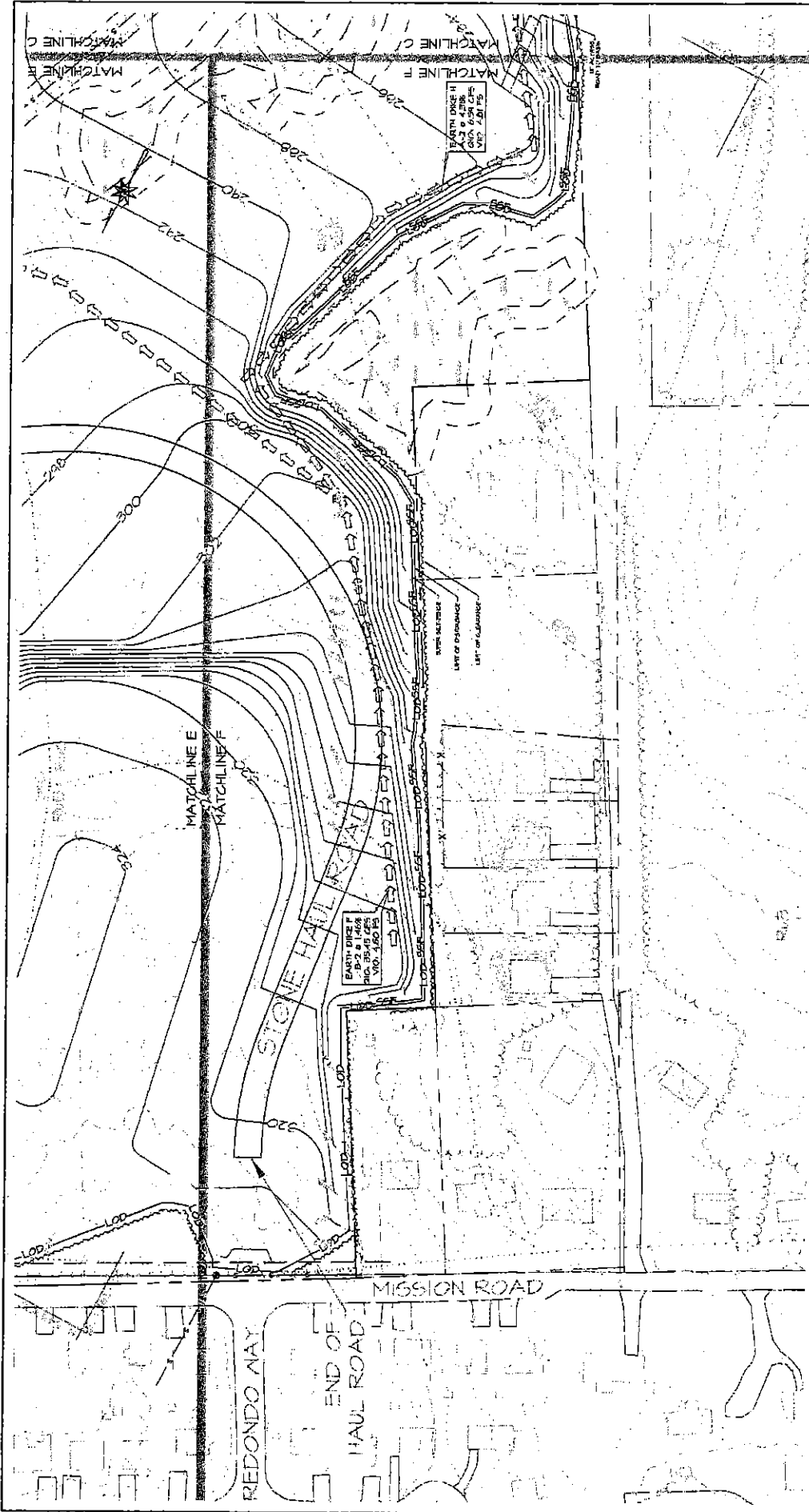
**EROSION AND SEDIMENT CONTROL PLAN**  
PROPOSED CONDITIONS - PHASE 2  
**CHASE PROPERTY**  
**AT MISSION ROAD**  
1500 MISSION ROAD  
EVANSVILLE, IN 47715

**DATE** 3/1/17  
**SCALE** 1"=50'  
**DESIGNED BY** J. M. H. 1000  
**CHECKED BY** J. M. H. 1000  
**APPROVED BY** J. M. H. 1000  
**DATE** 3/1/17

**APPROVED: DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**  
DATE 3/1/17

**NOTES:**  
1. SEE SHEET 15 FOR BASIN 1 DETAILS  
2. SEE SHEET 16 FOR BASIN 2 DETAILS  
3. SEE SHEET 17 FOR BASIN 3 DETAILS  
4. SEE SHEET 18 FOR BASIN 4-5 DETAILS  
5. PROJECT FUNDING: 50% STATE, 50% LOCAL





**CNA**  
CNA Engineering, Inc. 10000 Wilshire Blvd., Suite 1000  
Beverly Hills, CA 90212  
Phone: (310) 859-7000 Fax: (310) 859-1011  
E-mail: cna@cnacorp.com

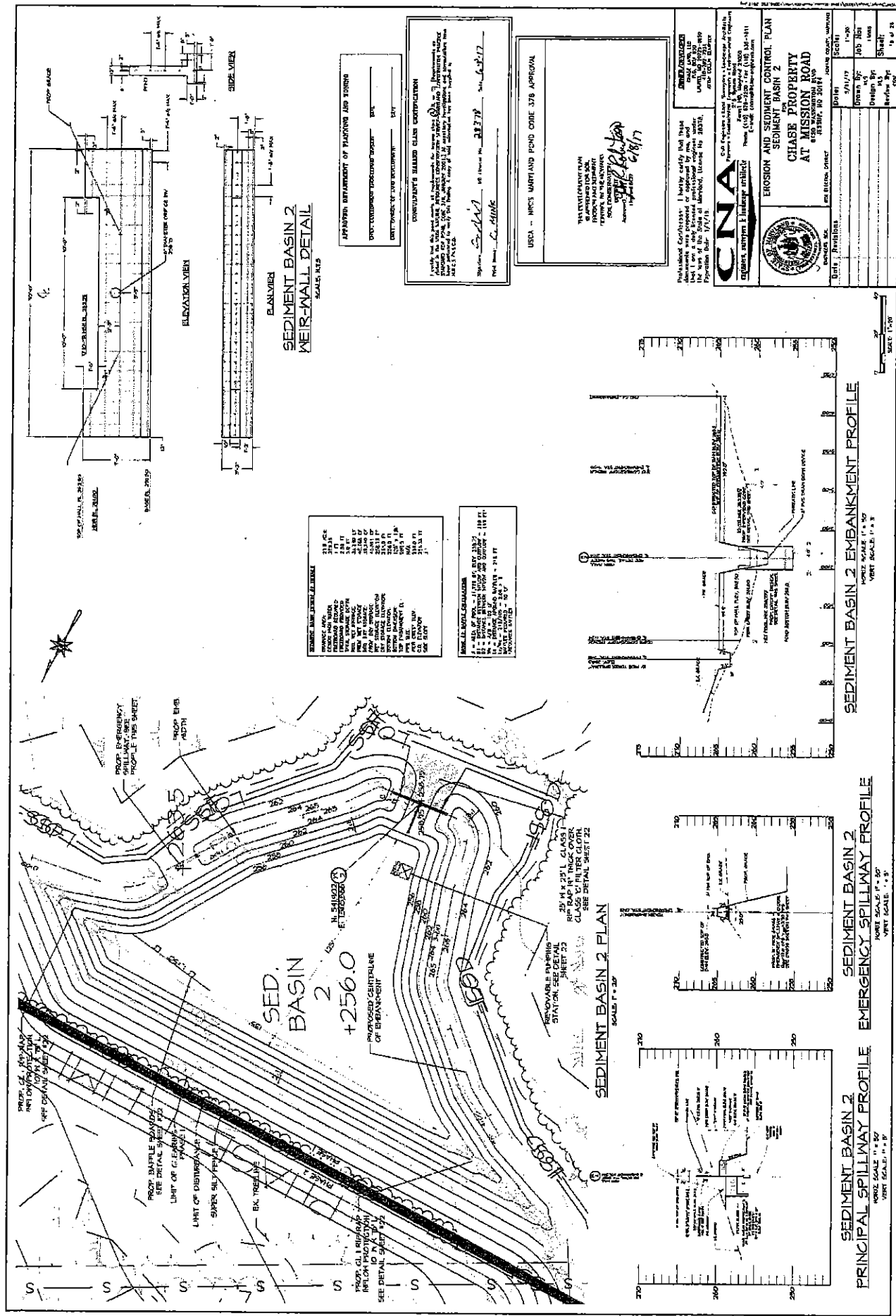
**EROSION AND SEDIMENT CONTROL PLAN**  
**PROPOSED CONDITIONS - PHASE 2**  
**CHASE PROPERTY**  
**AT MISSION ROAD**  
400 WASHINGTON AVE  
SUNNYVALE, CA 95086

DATE: 1/1/17  
DRAWN BY: JES NG  
CHECKED BY: JES NG  
DESIGNED BY: JES NG  
REVIEWED BY: JES NG  
DATE: 1/1/17

APPROVED: DEPARTMENT OF PLANNING AND ZONING  
DATE: 1/1/17  
BY: [Signature]

**NOTE**  
1. SEE SHEET 1 FOR MAP 1 SHEET.  
2. SEE SHEET 1 FOR MAP 2 SHEET.  
3. SEE SHEET 1 FOR MAP 3 SHEET.  
4. SEE SHEET 2 FOR MAP 4-5 SHEET.  
5. PROPOSED LINE OF CONSTRUCTION NOT TO BE EXCEEDED FROM THE LINE FOR CLARITY.





I hereby certify that these documents were prepared by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, license No. 2837A.

Examination Order: 1/25/18

DATE: 05/01/18  
 NAME: LEO, LEO  
 MAIL: 1077-8549  
 416-367-7311

expresses our 17<sup>th</sup> fl.

**CNA**

**assures, saves & insures architect**

CNA Engineers & Bond Corporation • Insurance Agency  
Partners • Financial/Insurance • Engineering Company

216 Superior Road  
Zaruli 140, Superior 20000

Phone (414) 578-2100 • Fax (414) 578-7411  
Telex 990000 • Cable 990000

ATTN: COLUM BLVD

|                                                                                     |                                                                                                                                                                            |                            |                  |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------|
|  | <b>EROSION AND SEDIMENT CONTROL PLAN</b><br><b>SEMINOLE BASIN 2</b><br><b>CHASE PROPERTY</b><br><b>AT MISSION ROAD</b><br><b>PLANNED FOR 2010</b><br><b>ESTIMATED 2010</b> |                            | Revision<br>1-20 |
|                                                                                     | and Bureau Office                                                                                                                                                          |                            | Date<br>1-20     |
| and Bureau Office                                                                   |                                                                                                                                                                            | Drawn By<br>WJG            | Date<br>1-20     |
| and Bureau Office                                                                   |                                                                                                                                                                            | Checked By<br>JLB          | Date<br>1-20     |
| and Bureau Office                                                                   |                                                                                                                                                                            | Approved By<br>[Signature] | Date<br>1-20     |

USDA -- NRC'S WARTLAND POND CODE 378 APPROVAL

THE INVESTMENT PLAN  
FOR THE WARTLAND POND  
PROGRAM AND SUPPLEMENT  
TERRACE IN THE ADVANCED  
SOIL CONSERVATION  
PROGRAM  
Approved: *[Signature]*  
11/18/77

UNITED STATES GOVERNMENT  
OFFICE OF THE SECRETARY OF DEFENSE  
WASHINGTON, D.C. 20301-5000

DATE: 10/10/00  
TIME: 10:00 AM  
BY: [Signature]  
FOR: [Signature]

TO: [Signature]  
FROM: [Signature]

SUBJECT: [Signature]

RE: [Signature]

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DATE \_\_\_\_\_ REASON FOR DISCONTINUATION OF PLANING

Professional Certification: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 26376.  
Expiration Date: 1/1/19.

**CINA**  
existenz, servicos e industria arrendada

|                                                                                     |                                                                 |      |                                                                                          |            |                              |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------|------|------------------------------------------------------------------------------------------|------------|------------------------------|
|  | EROSION AND SEDIMENT CONTROL PLAN<br>EXISTING DRAINAGE AREA MAP |      | CHASE PROPERTY<br>AT MISSION ROAD<br>WEST WASHINGTON AND<br>JEFFERSON ST. ST. LOUIS, MO. |            | 1-10-50<br>12070<br>25 of 25 |
|                                                                                     | SHEET NO.                                                       | DATE | DRAWN BY                                                                                 | CHECKED BY | REVISIONS                    |
| 1. 1-10-50                                                                          |                                                                 |      |                                                                                          |            | 1. 1-10-50                   |
| 2. 1-10-50                                                                          |                                                                 |      |                                                                                          |            | 2. 1-10-50                   |
| 3. 1-10-50                                                                          |                                                                 |      |                                                                                          |            | 3. 1-10-50                   |
| 4. 1-10-50                                                                          |                                                                 |      |                                                                                          |            | 4. 1-10-50                   |
| 5. 1-10-50                                                                          |                                                                 |      |                                                                                          |            | 5. 1-10-50                   |
| 6. 1-10-50                                                                          |                                                                 |      |                                                                                          |            | 6. 1-10-50                   |
| 7. 1-10-50                                                                          |                                                                 |      |                                                                                          |            | 7. 1-10-50                   |
| 8. 1-10-50                                                                          |                                                                 |      |                                                                                          |            | 8. 1-10-50                   |
| 9. 1-10-50                                                                          |                                                                 |      |                                                                                          |            | 9. 1-10-50                   |
| 10. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 10. 1-10-50                  |
| 11. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 11. 1-10-50                  |
| 12. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 12. 1-10-50                  |
| 13. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 13. 1-10-50                  |
| 14. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 14. 1-10-50                  |
| 15. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 15. 1-10-50                  |
| 16. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 16. 1-10-50                  |
| 17. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 17. 1-10-50                  |
| 18. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 18. 1-10-50                  |
| 19. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 19. 1-10-50                  |
| 20. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 20. 1-10-50                  |
| 21. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 21. 1-10-50                  |
| 22. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 22. 1-10-50                  |
| 23. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 23. 1-10-50                  |
| 24. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 24. 1-10-50                  |
| 25. 1-10-50                                                                         |                                                                 |      |                                                                                          |            | 25. 1-10-50                  |

| DRAINAGE AREA TO BE DRAINED. TRAP |          |          |                 |              |               |  |
|-----------------------------------|----------|----------|-----------------|--------------|---------------|--|
| DA                                | TOTAL AC | SAB AREA | FW SERV. CONTR. | SUB AREA AC. | BLINDING TRAP |  |
| 1                                 | 1.21     | 1A       | BLIND           | 0.1          | 1             |  |
|                                   |          | 1B       | IR              | 0.1          |               |  |
|                                   |          | 1C       | ED              | 0.1          |               |  |
| 2                                 | 2.2      | 2A       | IR              | 0.14         | 2             |  |
|                                   |          | 2B       | BLIND           | 0.06         |               |  |
|                                   |          | 2C       | ED              | 0.06         |               |  |
| 3                                 | 14.0     | 3A       | ED              | 0.06         | 3             |  |
|                                   |          | 3B       | BLIND           | 0.06         |               |  |
|                                   |          | 3C       | ED              | 1.54         |               |  |
|                                   |          | 3D       | IR              | 7.60         |               |  |
| 4                                 | 4.0      | 4A       | IR              | 0.1          | 4             |  |
|                                   |          | 4B       | BLIND           | 0.06         |               |  |
|                                   |          | 4C       | ED              | 3.74         |               |  |
| 5                                 | 2.5      | 5A       | ED              | 0.06         | 5             |  |
|                                   |          | 5B       | IR              | 0.06         |               |  |
|                                   |          | 5C       | ED              | 1.90         |               |  |
|                                   |          | 5D       | IR              | 0.48         |               |  |
|                                   |          | 5E       | BLIND           | 0.06         |               |  |
|                                   |          | 5F       | ED              | 0.06         |               |  |
|                                   |          | 5G       | ED              | 0.06         |               |  |
|                                   |          | 5H       | ED              | 0.06         |               |  |
|                                   |          | 5I       | ED              | 0.06         |               |  |
|                                   |          | 5J       | ED              | 0.06         |               |  |
|                                   |          | 5K       | ED              | 0.06         |               |  |
|                                   |          | 5L       | ED              | 0.06         |               |  |
|                                   |          | 5M       | ED              | 0.06         |               |  |
|                                   |          | 5N       | ED              | 0.06         |               |  |
|                                   |          | 5O       | ED              | 0.06         |               |  |
|                                   |          | 5P       | ED              | 0.06         |               |  |
|                                   |          | 5Q       | ED              | 0.06         |               |  |
|                                   |          | 5R       | ED              | 0.06         |               |  |
|                                   |          | 5S       | ED              | 0.06         |               |  |
|                                   |          | 5T       | ED              | 0.06         |               |  |
|                                   |          | 5U       | ED              | 0.06         |               |  |
|                                   |          | 5V       | ED              | 0.06         |               |  |
|                                   |          | 5W       | ED              | 0.06         |               |  |
|                                   |          | 5X       | ED              | 0.06         |               |  |
|                                   |          | 5Y       | ED              | 0.06         |               |  |
|                                   |          | 5Z       | ED              | 0.06         |               |  |
|                                   |          | 5AA      | ED              | 0.06         |               |  |
|                                   |          | 5AB      | ED              | 0.06         |               |  |
|                                   |          | 5AC      | ED              | 0.06         |               |  |
|                                   |          | 5AD      | ED              | 0.06         |               |  |
|                                   |          | 5AE      | ED              | 0.06         |               |  |
|                                   |          | 5AF      | ED              | 0.06         |               |  |
|                                   |          | 5AG      | ED              | 0.06         |               |  |
|                                   |          | 5AH      | ED              | 0.06         |               |  |
|                                   |          | 5AI      | ED              | 0.06         |               |  |
|                                   |          | 5AJ      | ED              | 0.06         |               |  |
|                                   |          | 5AK      | ED              | 0.06         |               |  |
|                                   |          | 5AL      | ED              | 0.06         |               |  |
|                                   |          | 5AM      | ED              | 0.06         |               |  |
|                                   |          | 5AN      | ED              | 0.06         |               |  |
|                                   |          | 5AO      | ED              | 0.06         |               |  |
|                                   |          | 5AP      | ED              | 0.06         |               |  |
|                                   |          | 5AQ      | ED              | 0.06         |               |  |
|                                   |          | 5AR      | ED              | 0.06         |               |  |
|                                   |          | 5AS      | ED              | 0.06         |               |  |
|                                   |          | 5AT      | ED              | 0.06         |               |  |
|                                   |          | 5AU      | ED              | 0.06         |               |  |
|                                   |          | 5AV      | ED              | 0.06         |               |  |
|                                   |          | 5AW      | ED              | 0.06         |               |  |
|                                   |          | 5AX      | ED              | 0.06         |               |  |
|                                   |          | 5AY      | ED              | 0.06         |               |  |
|                                   |          | 5AZ      | ED              | 0.06         |               |  |
|                                   |          | 5BA      | ED              | 0.06         |               |  |
|                                   |          | 5BB      | ED              | 0.06         |               |  |
|                                   |          | 5BC      | ED              | 0.06         |               |  |
|                                   |          | 5BD      | ED              | 0.06         |               |  |
|                                   |          | 5BE      | ED              | 0.06         |               |  |
|                                   |          | 5BF      | ED              | 0.06         |               |  |
|                                   |          | 5BG      | ED              | 0.06         |               |  |
|                                   |          | 5BH      | ED              | 0.06         |               |  |
|                                   |          | 5BI      | ED              | 0.06         |               |  |
|                                   |          | 5BJ      | ED              | 0.06         |               |  |
|                                   |          | 5BK      | ED              | 0.06         |               |  |
|                                   |          | 5BL      | ED              | 0.06         |               |  |
|                                   |          | 5BM      | ED              | 0.06         |               |  |
|                                   |          | 5BN      | ED              | 0.06         |               |  |
|                                   |          | 5BO      | ED              | 0.06         |               |  |
|                                   |          | 5BP      | ED              | 0.06         |               |  |
|                                   |          | 5BQ      | ED              | 0.06         |               |  |
|                                   |          | 5BR      | ED              | 0.06         |               |  |
|                                   |          | 5BS      | ED              | 0.06         |               |  |
|                                   |          | 5BT      | ED              | 0.06         |               |  |
|                                   |          | 5BU      | ED              | 0.06         |               |  |
|                                   |          | 5BV      | ED              | 0.06         |               |  |
|                                   |          | 5BW      | ED              | 0.06         |               |  |
|                                   |          | 5BX      | ED              | 0.06         |               |  |
|                                   |          | 5BY      | ED              | 0.06         |               |  |
|                                   |          | 5BZ      | ED              | 0.06         |               |  |
|                                   |          | 5CA      | ED              | 0.06         |               |  |
|                                   |          | 5CB      | ED              | 0.06         |               |  |
|                                   |          | 5CC      | ED              | 0.06         |               |  |
|                                   |          | 5CD      | ED              | 0.06         |               |  |
|                                   |          | 5CE      | ED              | 0.06         |               |  |
|                                   |          | 5CF      | ED              | 0.06         |               |  |
|                                   |          | 5CG      | ED              | 0.06         |               |  |
|                                   |          | 5CH      | ED              | 0.06         |               |  |
|                                   |          | 5CI      | ED              | 0.06         |               |  |
|                                   |          | 5CJ      | ED              | 0.06         |               |  |
|                                   |          | 5CK      | ED              | 0.06         |               |  |
|                                   |          | 5CL      | ED              | 0.06         |               |  |
|                                   |          | 5CM      | ED              | 0.06         |               |  |
|                                   |          | 5CN      | ED              | 0.06         |               |  |
|                                   |          | 5CO      | ED              | 0.06         |               |  |
|                                   |          | 5CP      | ED              | 0.06         |               |  |
|                                   |          | 5CQ      | ED              | 0.06         |               |  |
|                                   |          | 5CR      | ED              | 0.06         |               |  |
|                                   |          | 5CS      | ED              | 0.06         |               |  |
|                                   |          | 5CT      | ED              | 0.06         |               |  |
|                                   |          | 5CU      | ED              | 0.06         |               |  |
|                                   |          | 5CV      | ED              | 0.06         |               |  |
|                                   |          | 5CW      | ED              | 0.06         |               |  |
|                                   |          | 5CX      | ED              | 0.06         |               |  |
|                                   |          | 5CY      | ED              | 0.06         |               |  |
|                                   |          | 5CZ      | ED              | 0.06         |               |  |
|                                   |          | 5DA      | ED              | 0.06         |               |  |
|                                   |          | 5DB      | ED              | 0.06         |               |  |
|                                   |          | 5DC      | ED              | 0.06         |               |  |
|                                   |          | 5DD      | ED              | 0.06         |               |  |
|                                   |          | 5DE      | ED              | 0.06         |               |  |
|                                   |          | 5DF      | ED              | 0.06         |               |  |
|                                   |          | 5DG      | ED              | 0.06         |               |  |
|                                   |          | 5DH      | ED              | 0.06         |               |  |
|                                   |          | 5DI      | ED              | 0.06         |               |  |
|                                   |          | 5DJ      | ED              | 0.06         |               |  |
|                                   |          | 5DK      | ED              | 0.06         |               |  |
|                                   |          | 5DL      | ED              | 0.06         |               |  |
|                                   |          | 5DM      | ED              | 0.06         |               |  |
|                                   |          | 5DN      | ED              | 0.06         |               |  |
|                                   |          | 5DO      | ED              | 0.06         |               |  |
|                                   |          | 5DP      | ED              | 0.06         |               |  |
|                                   |          | 5DQ      | ED              | 0.06         |               |  |
|                                   |          | 5DR      | ED              | 0.06         |               |  |
|                                   |          | 5DS      | ED              | 0.06         |               |  |
|                                   |          | 5DT      | ED              | 0.06         |               |  |
|                                   |          | 5DU      | ED              | 0.06         |               |  |
|                                   |          | 5DV      | ED              | 0.06         |               |  |
|                                   |          | 5DW      | ED              | 0.06         |               |  |
|                                   |          | 5DX      | ED              | 0.06         |               |  |
|                                   |          | 5DY      | ED              | 0.06         |               |  |
|                                   |          | 5DZ      | ED              | 0.06         |               |  |
|                                   |          | 5EA      | ED              | 0.06         |               |  |
|                                   |          | 5EB      | ED              | 0.06         |               |  |
|                                   |          | 5EC      | ED              | 0.06         |               |  |
|                                   |          | 5ED      | ED              | 0.06         |               |  |
|                                   |          | 5EE      | ED              | 0.06         |               |  |
|                                   |          | 5EF      | ED              | 0.06         |               |  |
|                                   |          | 5EG      | ED              | 0.06         |               |  |
|                                   |          | 5EH      | ED              | 0.06         |               |  |
|                                   |          | 5EI      | ED              | 0.06         |               |  |
|                                   |          | 5EJ      | ED              | 0.06         |               |  |
|                                   |          | 5EK      | ED              | 0.06         |               |  |
|                                   |          | 5EL      | ED              | 0.06         |               |  |
|                                   |          | 5EM      | ED              | 0.06         |               |  |
|                                   |          | 5EN      | ED              | 0.06         |               |  |
|                                   |          | 5EO      | ED              | 0.06         |               |  |
|                                   |          | 5EP      | ED              | 0.06         |               |  |
|                                   |          | 5EQ      | ED              | 0.06         |               |  |
|                                   |          | 5ER      | ED              | 0.06         |               |  |
|                                   |          | 5ES      | ED              | 0.06         |               |  |
|                                   |          | 5ET      | ED              | 0.06         |               |  |
|                                   |          | 5EU      | ED              | 0.06         |               |  |
|                                   |          | 5EV      | ED              | 0.06         |               |  |
|                                   |          | 5EW      | ED              | 0.06         |               |  |
|                                   |          | 5EX      | ED              | 0.06         |               |  |
|                                   |          | 5EY      | ED              | 0.06         |               |  |
|                                   |          | 5EZ      | ED              | 0.06         |               |  |
|                                   |          | 5FA      | ED              | 0.06         |               |  |
|                                   |          | 5FB      | ED              | 0.06         |               |  |
|                                   |          | 5FC      | ED              | 0.06         |               |  |
|                                   |          | 5FD      | ED              | 0.06         |               |  |
|                                   |          | 5FE      | ED              | 0.06         |               |  |
|                                   |          | 5FF      | ED              | 0.06         |               |  |
|                                   |          | 5FG      | ED              | 0.06         |               |  |
|                                   |          | 5FH      | ED              | 0.06         |               |  |
|                                   |          | 5FI      | ED              | 0.06         |               |  |
|                                   |          | 5FJ      | ED              | 0.06         |               |  |
|                                   |          | 5FK      | ED              | 0.06         |               |  |
|                                   |          | 5FL      | ED              | 0.06         |               |  |
|                                   |          | 5FM      | ED              | 0.06         |               |  |
|                                   |          | 5FN      | ED              | 0.06         |               |  |
|                                   |          | 5FO      | ED              | 0.06         |               |  |
|                                   |          | 5FP      | ED              | 0.06         |               |  |
|                                   |          | 5FQ      | ED              | 0.06         |               |  |
|                                   |          | 5FR      | ED              | 0.06         |               |  |
|                                   |          | 5FS      | ED              | 0.06         |               |  |
|                                   |          | 5FT      | ED              | 0.06         |               |  |
|                                   |          | 5FU      | ED              | 0.06         |               |  |
|                                   |          | 5FV      | ED              | 0.06         |               |  |
|                                   |          | 5FW      | ED              | 0.06         |               |  |
|                                   |          | 5FX      | ED              | 0.06         |               |  |
|                                   |          | 5FY      | ED              | 0.06         |               |  |
|                                   |          | 5FZ      | ED              | 0.06         |               |  |
|                                   |          | 5GA      | ED              | 0.06         |               |  |
|                                   |          | 5GB      | ED              | 0.06         |               |  |
|                                   |          | 5GC      | ED              | 0.06         |               |  |
|                                   |          | 5GD      | ED              | 0.06         |               |  |
|                                   |          | 5GE      | ED              | 0.06         |               |  |
|                                   |          | 5GF      | ED              | 0.06         |               |  |
|                                   |          | 5GG      | ED              | 0.06         |               |  |
|                                   |          | 5GH      | ED              | 0.06         |               |  |
|                                   |          | 5GI      | ED              | 0.06         |               |  |
|                                   |          | 5GJ      | ED              | 0.06         |               |  |
|                                   |          | 5GK      | ED              | 0.06         |               |  |
|                                   |          | 5GL      | ED              | 0.06         |               |  |
|                                   |          | 5GM      | ED              | 0.06         |               |  |
|                                   |          | 5GN      | ED              | 0.06         |               |  |
|                                   |          | 5GO      | ED              | 0.06         |               |  |
|                                   |          | 5GP      | ED              | 0.06         |               |  |
|                                   |          | 5GQ      | ED              | 0.06         |               |  |
|                                   |          | 5GR      | ED              | 0.06         |               |  |
|                                   |          | 5GS      | ED              | 0.06         |               |  |
|                                   |          | 5GT      | ED              | 0.06         |               |  |
|                                   |          | 5GU      | ED              | 0.06         |               |  |
|                                   |          | 5GV      | ED              | 0.06         |               |  |
|                                   |          | 5GW      | ED              | 0.06         |               |  |
|                                   |          | 5GX      | ED              | 0.06         |               |  |
|                                   |          | 5GY      | ED              | 0.06         |               |  |
|                                   |          | 5GZ      | ED              | 0.06         |               |  |
|                                   |          | 5HA      | ED              | 0.06         |               |  |
|                                   |          | 5HB      | ED              | 0.06         |               |  |
|                                   |          | 5HC      | ED              | 0.06         |               |  |
|                                   |          | 5HD      | ED              | 0.06         |               |  |
|                                   |          | 5HE      | ED              | 0.06         |               |  |
|                                   |          | 5HF      | ED              | 0.06         |               |  |
|                                   |          | 5HG      | ED              | 0.06         |               |  |
|                                   |          | 5HH      | ED              | 0.06         |               |  |
|                                   |          | 5HI      | ED              | 0.06         |               |  |
|                                   |          | 5HJ      | ED              | 0.06         |               |  |
|                                   |          | 5HK      | ED              | 0.06         |               |  |
|                                   |          | 5HL      | ED              | 0.06         |               |  |
|                                   |          | 5HM      | ED              | 0.06         |               |  |
|                                   |          | 5HN      | ED              | 0.06         |               |  |
|                                   |          | 5HO      | ED              | 0.06         |               |  |
|                                   |          | 5HP      | ED              | 0.06         |               |  |
|                                   |          | 5HQ      | ED              | 0.06         |               |  |
|                                   |          | 5HR      | ED              | 0.06         |               |  |
|                                   |          | 5HS      | ED              | 0.06         |               |  |
|                                   |          | 5HT      | ED              | 0.06         |               |  |
|                                   |          | 5HU      | ED              | 0.06         |               |  |
|                                   |          | 5HV      | ED              | 0.06         |               |  |
|                                   |          | 5HW      | ED              | 0.06         |               |  |
|                                   |          | 5HX      | ED              | 0.06         |               |  |
|                                   |          | 5HY      | ED              | 0.06         |               |  |
|                                   |          | 5HZ      | ED              | 0.06         |               |  |
|                                   |          | 5IA      | ED              | 0.06         |               |  |
|                                   |          | 5IB      | ED              | 0.06         |               |  |
|                                   |          | 5IC      | ED              | 0.06         |               |  |
|                                   |          | 5ID      | ED              | 0.06         |               |  |
|                                   |          | 5IE      | ED              | 0.06         |               |  |
|                                   |          | 5IF      | ED              | 0.06         |               |  |
|                                   |          | 5IG      | ED              | 0.06         |               |  |
|                                   |          | 5IH      | ED              | 0.06         |               |  |
|                                   |          | 5II      | ED              | 0.06         |               |  |
|                                   |          | 5IJ      | ED              | 0.06         |               |  |
|                                   |          | 5IK      | ED              | 0.06         |               |  |
|                                   |          | 5IL      | ED              | 0.06         |               |  |
|                                   |          | 5IM      | ED              | 0.06         |               |  |
|                                   |          | 5IN      | ED              | 0.06         |               |  |
|                                   |          | 5IO      | ED              | 0.06         |               |  |
|                                   |          | 5IP      | ED              | 0.06         |               |  |
|                                   |          | 5IQ      | ED              | 0.06         |               |  |
|                                   |          | 5IR      | ED              | 0.06         |               |  |
|                                   |          | 5IS      | ED              | 0.06         |               |  |
|                                   |          | 5IT      | ED              | 0.06         |               |  |
|                                   |          | 5IU      | ED              | 0.06         |               |  |
|                                   |          | 5IV      | ED              | 0.06         |               |  |
|                                   |          | 5IW      | ED              | 0.06         |               |  |
|                                   |          | 5IX      | ED              | 0.06         |               |  |
|                                   |          | 5IY      | ED              | 0.06         |               |  |
|                                   |          | 5IZ      | ED              | 0.06         |               |  |
|                                   |          | 5JA      | ED              | 0.06         |               |  |
|                                   |          | 5JB      | ED              | 0.06         |               |  |
|                                   |          | 5JC      | ED              | 0.06         |               |  |
|                                   |          | 5JD      | ED              | 0.06         |               |  |
|                                   |          | 5JE      | ED              | 0.06         |               |  |
|                                   |          | 5JF      | ED              | 0.06         |               |  |
|                                   |          | 5JG      | ED              | 0.06         |               |  |
|                                   |          | 5JH      | ED              | 0.06         |               |  |
|                                   |          | 5JI      | ED              | 0.06         |               |  |
|                                   |          | 5JJ      | ED              | 0.06         |               |  |
|                                   |          | 5JK      | ED              | 0.06         |               |  |
|                                   |          | 5JL      | ED              | 0.06         |               |  |
|                                   |          | 5JM      | ED              | 0.06         |               |  |
|                                   |          | 5JN      | ED              | 0.06         |               |  |
|                                   |          | 5JO      | ED              | 0.06         |               |  |
|                                   |          | 5JP      | ED              | 0.06         |               |  |
|                                   |          | 5JQ      | ED              | 0.06         |               |  |
|                                   |          | 5JR      | ED              | 0.06         |               |  |
|                                   |          | 5        |                 |              |               |  |





PHASE I OVERALL  
SITE ANALYSIS

1. PERMIT NO. 17-17-064  
2. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
3. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
4. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202

PHASE I SUMMARY OF  
SEDIMENT CONTROL  
QUANTITIES

| TYPE   | AREA | PERCENT | QUANTITY |
|--------|------|---------|----------|
| LOT 1  | 1.00 | 10.00   | 10.00    |
| LOT 2  | 1.00 | 10.00   | 10.00    |
| LOT 3  | 1.00 | 10.00   | 10.00    |
| LOT 4  | 1.00 | 10.00   | 10.00    |
| LOT 5  | 1.00 | 10.00   | 10.00    |
| LOT 6  | 1.00 | 10.00   | 10.00    |
| LOT 7  | 1.00 | 10.00   | 10.00    |
| LOT 8  | 1.00 | 10.00   | 10.00    |
| LOT 9  | 1.00 | 10.00   | 10.00    |
| LOT 10 | 1.00 | 10.00   | 10.00    |

NOTE: THE SUMMARY OF SEDIMENT CONTROL QUANTITIES IS BASED ON THE ASSUMPTION THAT THE CONSTRUCTION OF THE PROJECT WILL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

PHASE I SEQUENCE OF OPERATIONS

1. PERMIT NO. 17-17-064  
2. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
3. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
4. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202

PHASE I SEQUENCE OF OPERATIONS

1. PERMIT NO. 17-17-064  
2. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
3. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
4. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202

PHASE I SEQUENCE OF OPERATIONS

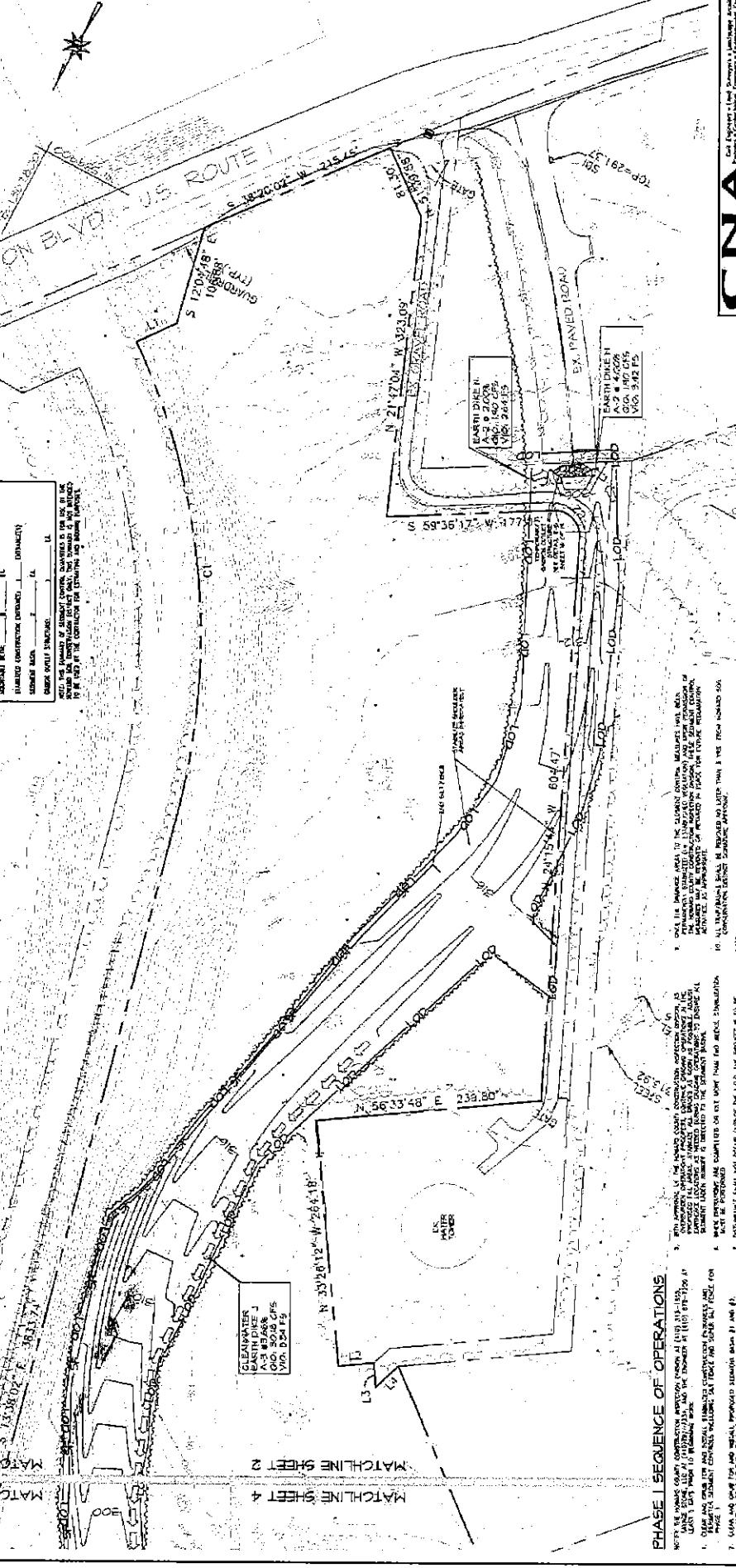
1. PERMIT NO. 17-17-064  
2. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
3. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
4. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202

PHASE I SEQUENCE OF OPERATIONS

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PHASE I SEQUENCE OF OPERATIONS

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DENVER, CO 80202  
4. CNA ENGINEERING, INC. 1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202



**CNA**  
CNA ENGINEERING, INC.  
1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.CNAENGINEERING.COM

**SITE DEVELOPMENT PLAN**  
**CHASE PROPERTY**  
**AT MISSION ROAD**  
17-17-064

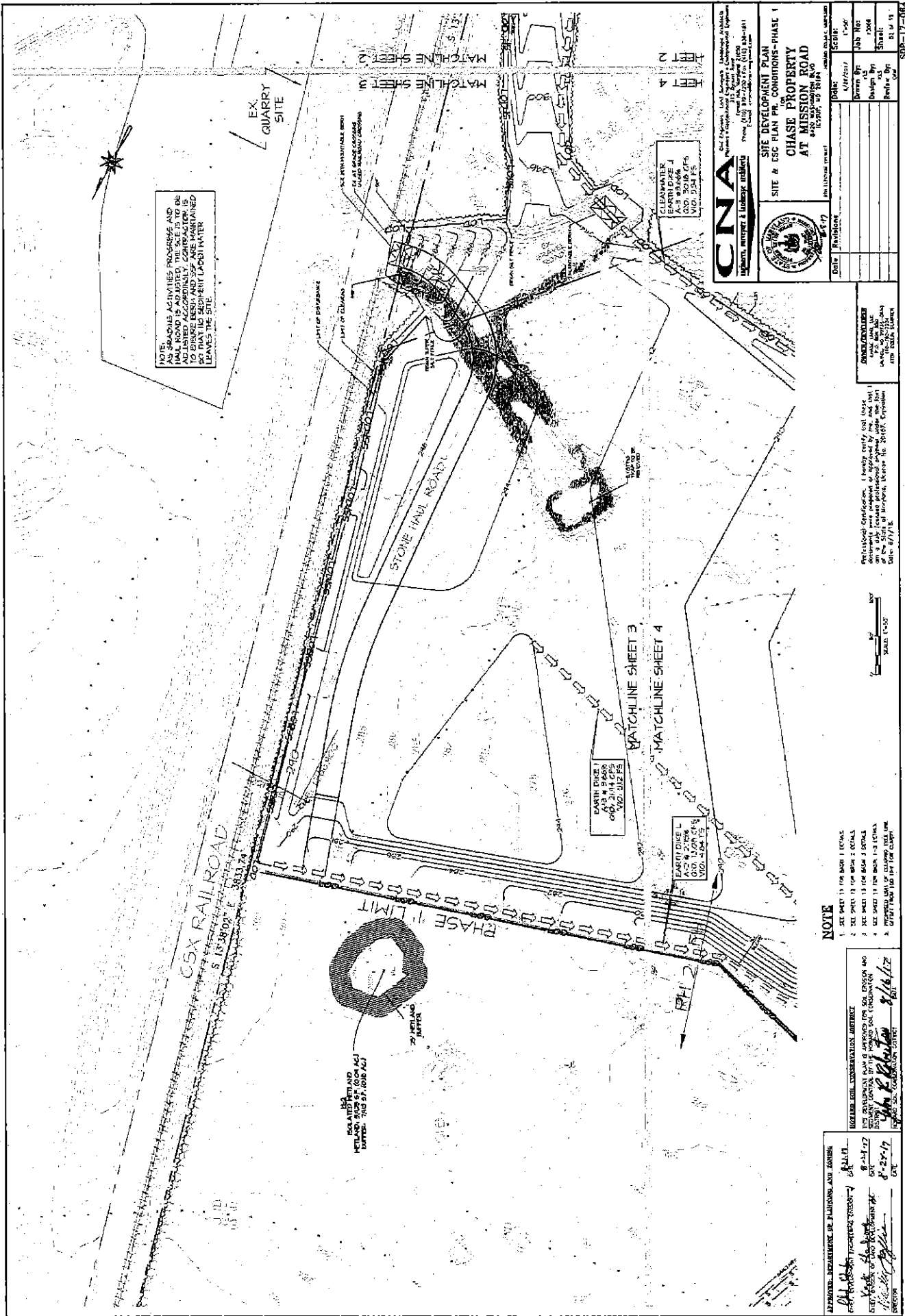
**DATE:** 8/17/17  
**BY:** [Signature]  
**SCALE:** 1" = 50'

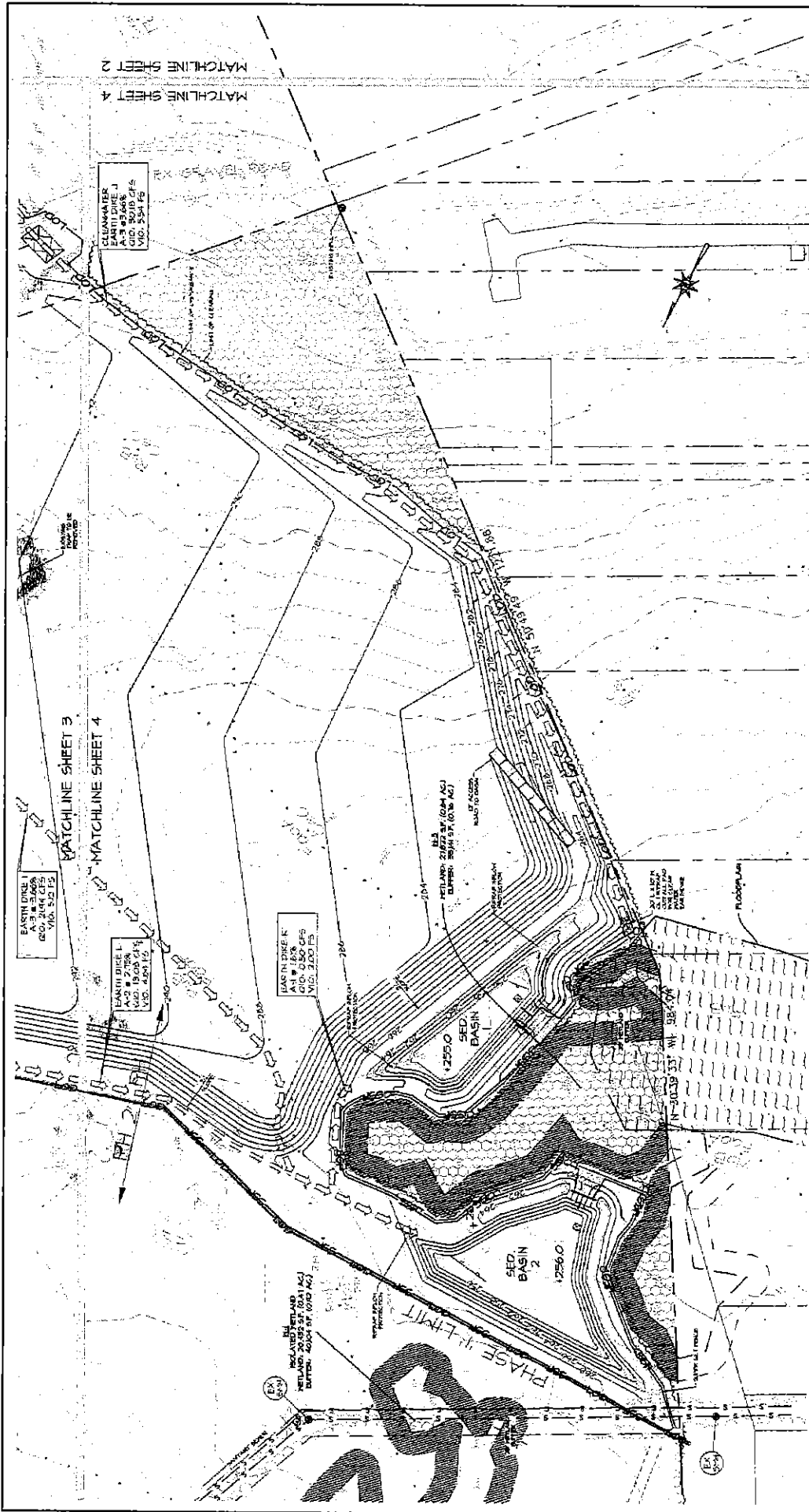
**NOTES:**

1. THE PROPERTY IS LOCATED IN THE CITY OF DENVER, COLORADO.
2. THE PROPERTY IS ZONED R-1 (RESIDENTIAL SINGLE-FAMILY).
3. THE PROPERTY IS SURVEYED AND SHOWN ON THE DENVER PLAT BOOK 145, PAGE 145.
4. THE PROPERTY IS SURVEYED AND SHOWN ON THE DENVER PLAT BOOK 145, PAGE 145.
5. THE PROPERTY IS SURVEYED AND SHOWN ON THE DENVER PLAT BOOK 145, PAGE 145.
6. THE PROPERTY IS SURVEYED AND SHOWN ON THE DENVER PLAT BOOK 145, PAGE 145.
7. THE PROPERTY IS SURVEYED AND SHOWN ON THE DENVER PLAT BOOK 145, PAGE 145.
8. THE PROPERTY IS SURVEYED AND SHOWN ON THE DENVER PLAT BOOK 145, PAGE 145.
9. THE PROPERTY IS SURVEYED AND SHOWN ON THE DENVER PLAT BOOK 145, PAGE 145.
10. THE PROPERTY IS SURVEYED AND SHOWN ON THE DENVER PLAT BOOK 145, PAGE 145.

**APPENDIX: EXHIBIT A - PLANNING AND DESIGN**

**DATE:** 8/17/17  
**BY:** [Signature]  
**SCALE:** 1" = 50'





**CNA**  
Civil Engineers, Surveyors, Landscape Architects  
Professional Corporation  
10000 Wilshire Blvd., Suite 1000  
Beverly Hills, CA 90210  
Tel: (310) 271-1000  
Fax: (310) 271-1001  
www.cna-engineers.com

**DATE** 07/17/12  
**SCALE** 1"=50'  
**PROJECT** SITE DEVELOPMENT PLAN  
**CLIENT** CHASE PROPERTY  
**LOCATION** AT MISSION ROAD  
**PHASE** PHASE I

**REVISIONS**

| NO. | DATE     | DESCRIPTION        |
|-----|----------|--------------------|
| 1   | 07/17/12 | ISSUED FOR PERMITS |

**DESIGNED BY** J. L. L. L.  
**CHECKED BY** J. L. L. L.  
**IN CHARGE** J. L. L. L.  
**DATE** 07/17/12

**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
- SEE SHEET 15 FOR BASIN 5 DETAILS
- SEE SHEET 16 FOR BASIN 6 DETAILS
- SEE SHEET 17 FOR BASIN 7 DETAILS
- SEE SHEET 18 FOR BASIN 8 DETAILS

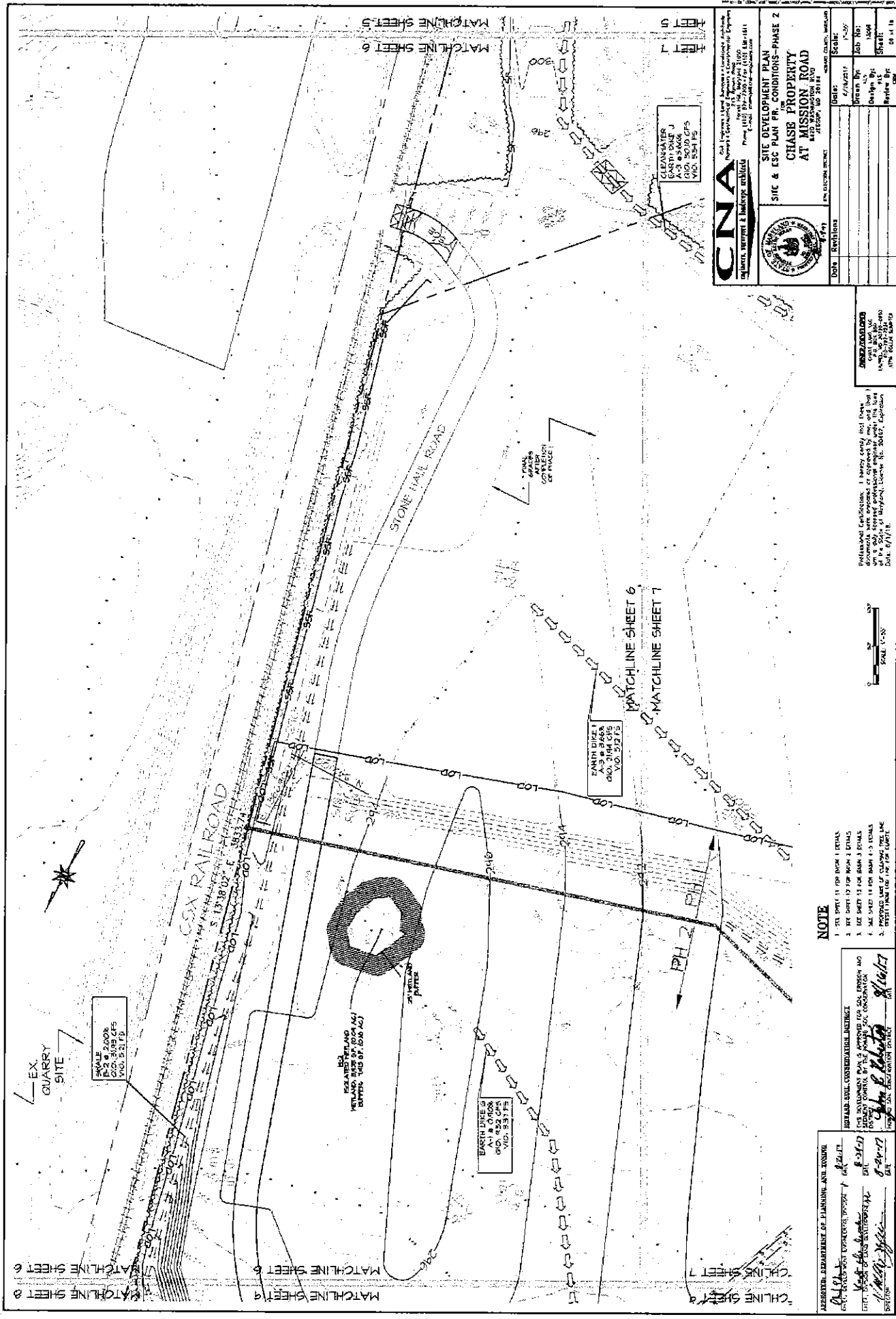
**APPROVED FOR SUBMITTAL**

**DATE** 07/17/12

**BY** J. L. L. L.

**FOR** J. L. L. L.





**CNA**  
Commercial Insurance and Financial Services Group, Inc.  
100 North Zeeb Road, Suite 100  
Ann Arbor, MI 48106-1500  
Phone: (734) 769-7000 Fax: (734) 769-1841  
www.cna.com

**SITE DEVELOPMENT PLAN  
SIC & ESC PLAN PH. CONDITIONS-PHASE 2  
CHASE PROPERTY  
AT MISSION ROAD  
ANN ARBOR, MI 48106**

| Date | Revisions | Scale    |
|------|-----------|----------|
|      |           | 1"=50'   |
|      |           | 1"=100'  |
|      |           | 1"=200'  |
|      |           | 1"=400'  |
|      |           | 1"=800'  |
|      |           | 1"=1600' |

| Date | Revisions | Scale    |
|------|-----------|----------|
|      |           | 1"=50'   |
|      |           | 1"=100'  |
|      |           | 1"=200'  |
|      |           | 1"=400'  |
|      |           | 1"=800'  |
|      |           | 1"=1600' |

**NOTES**  
1. SEE SHEET 1 FOR PHASE 1 PLAN.  
2. SEE SHEET 1 FOR PHASE 2 PLAN.  
3. SEE SHEET 1 FOR PHASE 3 PLAN.  
4. SEE SHEET 1 FOR PHASE 4 PLAN.  
5. PROPOSED LINE OF CLEARING TREE LINE  
6. PROPOSED LINE OF CLEARING TREE LINE

**NOTE**

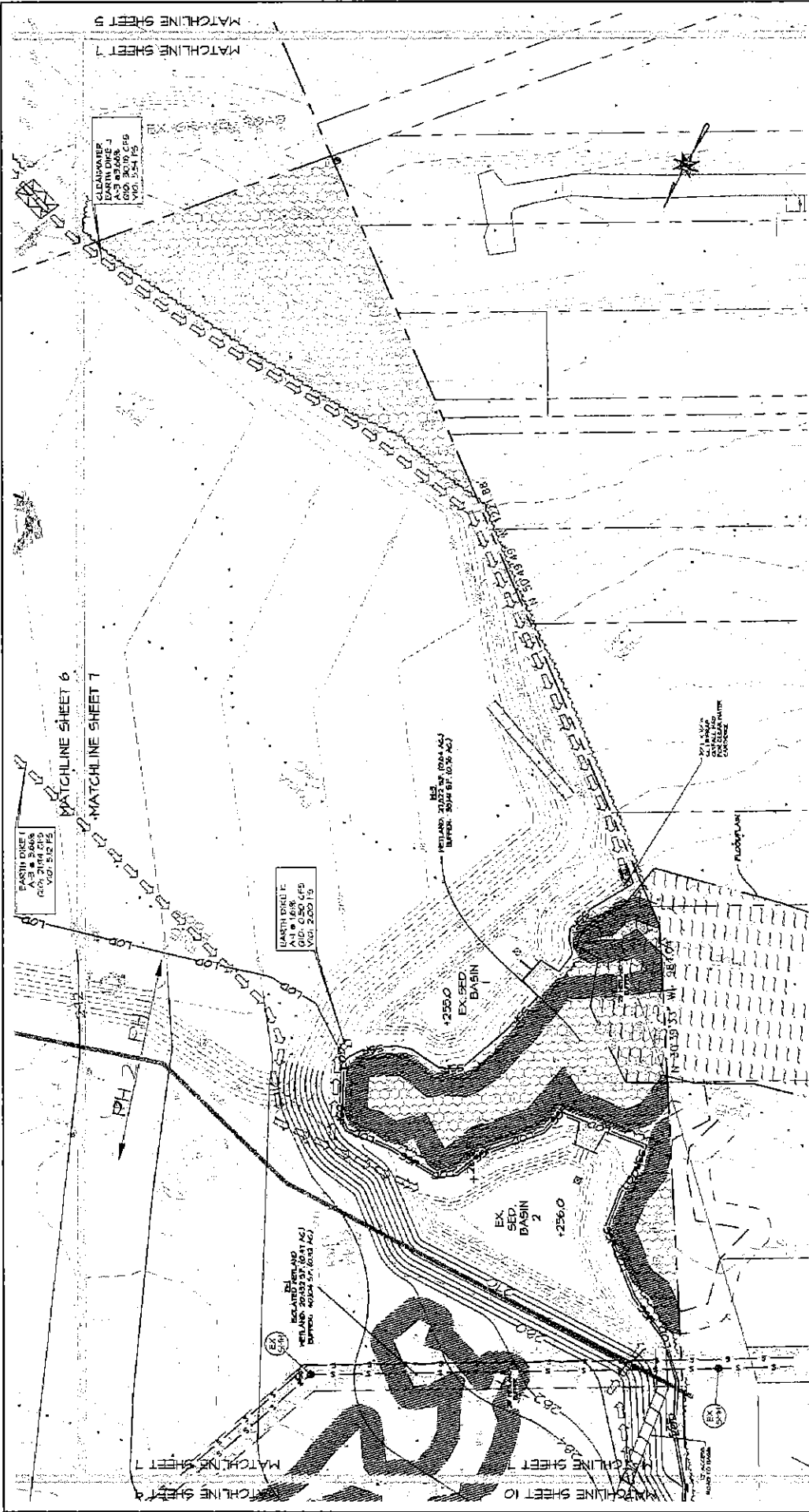
- 1. SEE SHEET 1 FOR PHASE 1 PLAN.
- 2. SEE SHEET 1 FOR PHASE 2 PLAN.
- 3. SEE SHEET 1 FOR PHASE 3 PLAN.
- 4. SEE SHEET 1 FOR PHASE 4 PLAN.
- 5. PROPOSED LINE OF CLEARING TREE LINE
- 6. PROPOSED LINE OF CLEARING TREE LINE

APPROVED: DEPARTMENT OF PLANNING AND ZONING  
DATE: 8/24/17  
BY: [Signature]  
DATE: 8/24/17  
BY: [Signature]

REVIEW AND COORDINATION INSTRUCTIONS  
FOR SUBMITTAL OF PHASE 2 SITE PLAN TO THE  
ANN ARBOR CITY ENGINEER'S OFFICE  
DATE: 8/24/17  
BY: [Signature]



PROPOSED ELEVATIONS: 1. ELEVATION: 100' (100' ELEVATION)  
2. ELEVATION: 100' (100' ELEVATION)  
3. ELEVATION: 100' (100' ELEVATION)  
4. ELEVATION: 100' (100' ELEVATION)  
5. ELEVATION: 100' (100' ELEVATION)  
6. ELEVATION: 100' (100' ELEVATION)



**CNA** Civil Engineering & Land Surveying, Inc. (Professional Engineer)  
 10000 Highway 100, Suite 100  
 Houston, Texas 77036  
 Phone: (281) 415-1111  
 Fax: (281) 415-1112  
 Email: info@cna-engineers.com

**CHASE PROPERTY**  
 AT MISSION ROAD  
 4100 MISSION ROAD  
 HOUSTON, TEXAS 77036

**DATE** 6/17/11  
**REVISION** 1  
**SCALE** 1"=50'

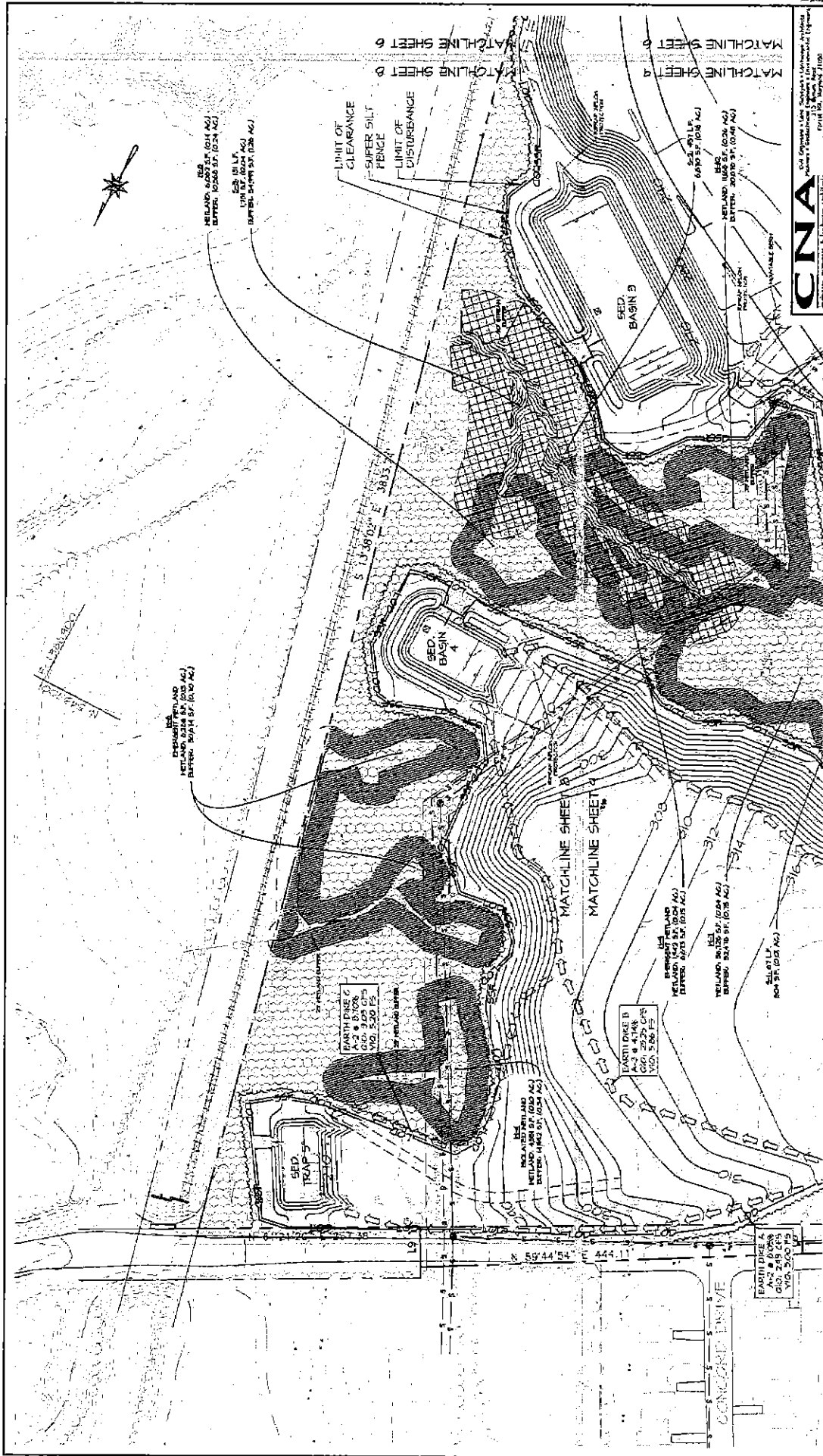
**DATE** 6/17/11  
**REVISION** 1  
**SCALE** 1"=50'

**APPROVED, DEVELOPMENT OF PLANNING AND ZONING**  
 CITY ENGINEER  
 DATE 6/17/11  
 SIGNATURE [Signature]

**APPROVED, DEVELOPMENT OF PLANNING AND ZONING**  
 CITY ENGINEER  
 DATE 6/17/11  
 SIGNATURE [Signature]

**NOTE**  
 1. SEE SHEET 11 FOR BASIN 1 DETAILS  
 2. SEE SHEET 12 FOR BASIN 2 DETAILS  
 3. SEE SHEET 13 FOR BASIN 3 DETAILS  
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 87. SEE SHEET 97 FOR BASIN 87 DETAILS  
 88. SEE SHEET 98 FOR BASIN 88 DETAILS  
 89. SEE SHEET 99 FOR BASIN 89 DETAILS  
 90. SEE SHEET 100 FOR BASIN 90 DETAILS

**CHASE PROPERTY**  
 AT MISSION ROAD  
 4100 MISSION ROAD  
 HOUSTON, TEXAS 77036



**CNA**  
 CNA Insurance Company of America  
 100 North Zeeb Road  
 Bloomington, IL 61710  
 Phone: (312) 440-1000  
 Fax: (312) 440-1001  
 E-mail: cna@cnainc.com

**SITE DEVELOPMENT PLAN**  
 SITE & ESC PLAN PR, CONDITIONS-PHASE 2

**CHASE PROPERTY**  
 AT MISSION ROAD

DATE: 10/17/12  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DESIGNED BY: [Signature]  
 SCALE: 1" = 20'

| DATE     | REVISION | BY          | CHKD BY     |
|----------|----------|-------------|-------------|
| 10/17/12 | 1        | [Signature] | [Signature] |

**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 (SEE SHEET 11)
- PROPOSED LIMIT OF DISTURBANCE (SEE SHEET 11)

**APPROVED FOR PLANNING AND ZONING**

**BOARD OF PLANNING AND ZONING**

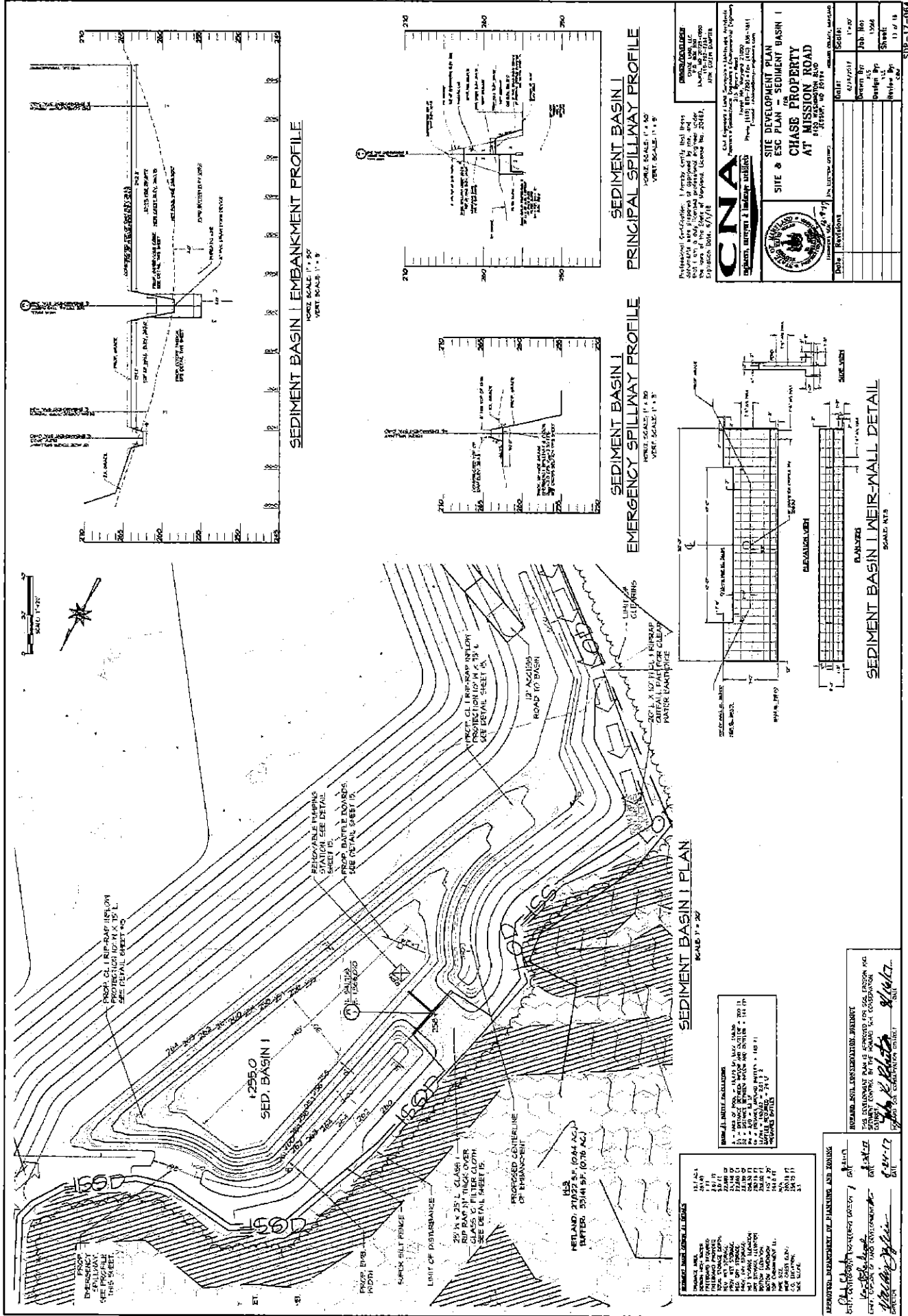
DATE: 10/17/12

BY: [Signature]

FOR: [Signature]

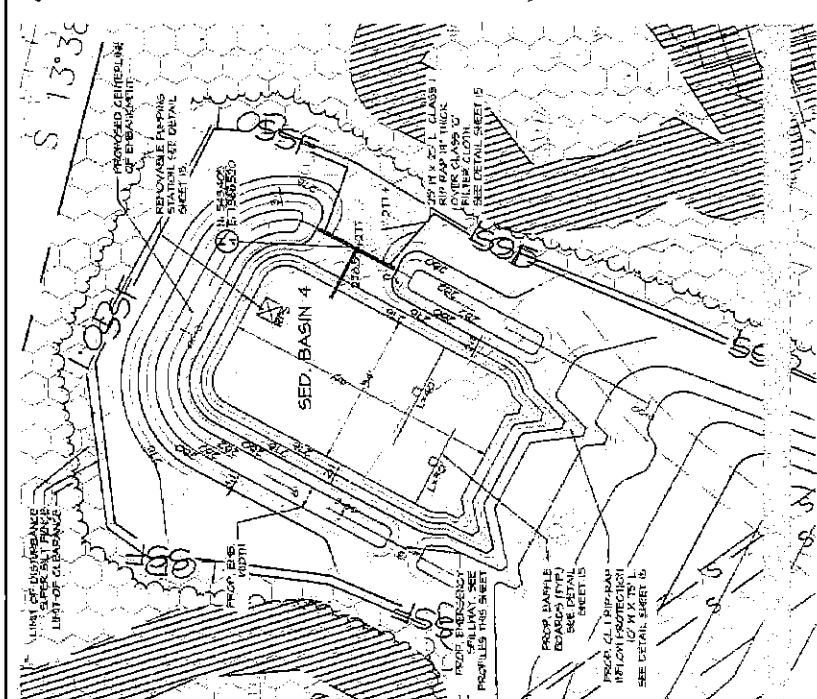












SEDIMENT BASIN 4 PLAN  
SCALE 1" = 30'

**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

NOTARY SOIL CONSERVATION DISTRICT  
THIS DOCUMENT IS APPROVED FOR THE PROJECT AND  
SUBJECT MATTER BY THE NOTARY SOIL CONSERVATION  
DISTRICT  
*Notary Signature*  
DATE: 02/17/12

**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

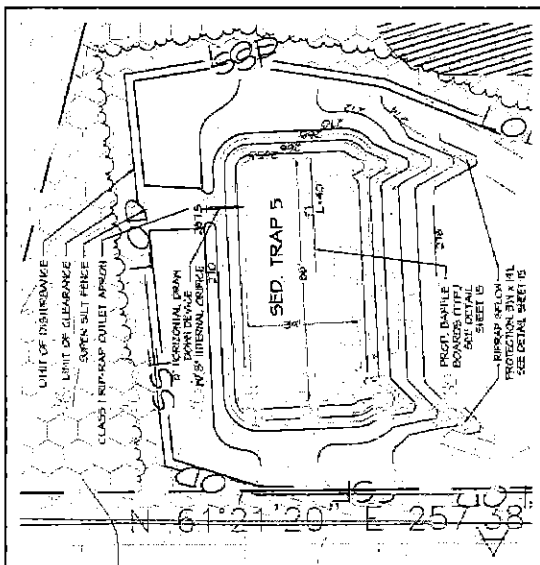
**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

**SEDIMENT BASIN 4 DATA**

|                    |         |
|--------------------|---------|
| AREA OF BASIN      | 1.14 AC |
| PERCENT IMPERVIOUS | 100%    |
| PERCENT PAVED      | 100%    |
| PERCENT GRASS      | 0%      |
| PERCENT TREES      | 0%      |
| PERCENT SHRUBS     | 0%      |
| PERCENT OPEN SPACE | 0%      |

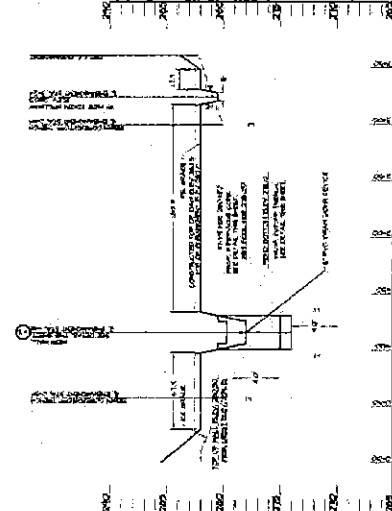
NOTARY SOIL CONSERVATION DISTRICT  
THIS DOCUMENT IS APPROVED FOR THE PROJECT AND  
SUBJECT MATTER BY THE NOTARY SOIL CONSERVATION  
DISTRICT  
*Notary Signature*  
DATE: 02/17/12



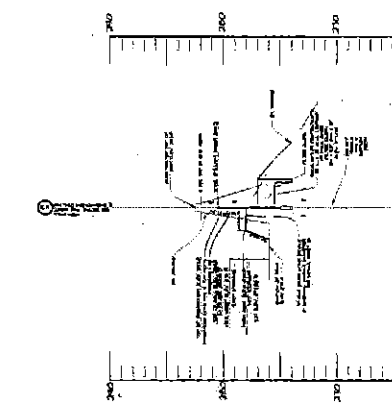
SEDIMENT TRAP #5 PLAN  
SCALE 1" = 30'



SEDIMENT BASIN 4  
WEIR-WALL DETAIL  
SCALE 1" = 30'

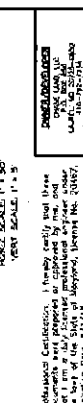


SEDIMENT BASIN 4 EMBANKMENT PROFILE  
SCALE 1" = 30'



SEDIMENT BASIN 4  
PRINCIPAL SPILLWAY PROFILE  
SCALE 1" = 30'

SEDIMENT BASIN 4  
EMERGENCY SPILLWAY PROFILE



SEDIMENT BASIN 4  
EMERGENCY SPILLWAY PROFILE  
SCALE 1" = 30'

**CNA**  
CNA Insurance Company  
10000 W. 16th Ave.  
Denver, CO 80202  
Phone: (303) 750-1000  
Fax: (303) 750-1001  
www.cna.com

**SITE DEVELOPMENT PLAN**  
SITE & ESC PLAN-SED. BASIN 4 & TRAP 5  
CHASE PROPERTY  
AT MISSION ROAD  
10000 W. 16th Ave.  
DENVER, CO 80202

**DATE** 02/17/12  
**REVISIONS**  
**DATE** 02/17/12  
**BY** [Signature]  
**CHKD BY** [Signature]  
**APP'D BY** [Signature]





ART-4-2. STANDARDS AND SPECIFICATIONS FOR SOFTWARE DEVELOPMENT, TESTING, AND SUPPORT

1. INVESTIGATIVE COMMENTS

- The first of these is the *Journal of the American Medical Association*, which has been the most influential of the medical journals in the United States. It has been the most influential of the medical journals in the United States. It has been the most influential of the medical journals in the United States.

A. PERSONAL INFORMATION

1. NAME: [redacted]  
2. DATE OF BIRTH: [redacted]  
3. PLACE OF BIRTH: [redacted]  
4. CURRENT ADDRESS: [redacted]  
5. PHONE NUMBER: [redacted]  
6. OCCUPATION: [redacted]  
7. EDUCATION: [redacted]  
8. MARITAL STATUS: [redacted]  
9. RELIGION: [redacted]  
10. POLITICAL AFFILIATION: [redacted]  
11. SOCIAL SECURITY NUMBER: [redacted]  
12. PASSPORT NUMBER: [redacted]  
13. DRIVERS LICENSE NUMBER: [redacted]  
14. OTHER IDENTIFICATION: [redacted]

1. DATE \_\_\_\_\_
2. NAME \_\_\_\_\_
3. ADDRESS \_\_\_\_\_
4. STANDARD MAIL DELIVERY FOR PERIOD \_\_\_\_\_
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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 05-01-2014 BY 60322 UCBAW/SJS/STP

1. What are the roles of the bacteria in your digestive tract? (100 points)  
The bacteria in the digestive tract are responsible for the breakdown of food into smaller molecules that can be absorbed by the body. They also help to produce vitamins and other nutrients that are essential for the body's health.
2. How do you think the bacteria in your digestive tract affect your overall health? (100 points)  
The bacteria in the digestive tract can affect overall health in several ways. For example, a healthy gut microbiome is associated with a strong immune system, while an imbalance of bacteria can lead to various health problems, including obesity, diabetes, and autoimmune diseases.

[illegible]

### 1-4-5 STANDARDS AND SPECIFICATIONS FOR PERMANENT STABILIZATION

- THESE TWO MEN, WHOSE NAMES ARE KNOWN TO THE PUBLIC THROUGH THE RECORDS OF THE COURT, WERE BOTH IN THE ARMY AT THE TIME OF THE ASSASSINATION. THEY WERE BOTH IN THE ARMY AT THE TIME OF THE ASSASSINATION.

A PLAIN LANGUAGE SUMMARY

| Case No. | Age | Sex | Site of Lesion | Pathologic Findings | Microscopic Findings | Immunohistochemical Findings        |
|----------|-----|-----|----------------|---------------------|----------------------|-------------------------------------|
| 1        | 65  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |
| 2        | 68  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |
| 3        | 70  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |
| 4        | 72  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |
| 5        | 75  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |
| 6        | 78  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |
| 7        | 80  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |
| 8        | 82  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |
| 9        | 85  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |
| 10       | 88  | M   | Rectum         | Adenocarcinoma      | High-grade dysplasia | Positive for CK20, CK7, CD45, CD117 |

- [illegible]

## PRODUCTION SPECIFICATION

THE

THE J. TAYLOR & FRANCIS COMPANY, 4000 DECATUR ROAD, N.W., ATLANTA, GA 30326, U.S.A. and 1, Raffles Place, Singapore 048615.

- THE BELL COMPANY, 200 WEST 20TH AVENUE, DENVER, COLORADO 80202

2000) and the results (see also, for example, the findings of the 1999 Survey of the Health of the Nation's Children, which found that 10% of children aged 10-17 had been sexually abused in the previous 12 months).

3. CLARENCE BROWN, with the aid of his wife, Mrs. CLARENCE BROWN, and their son, CLARENCE BROWN, JR., who is a resident of the same address, are the owners and operators of the above premises, and are the persons who have been in possession of the same since the date of the death of the late CLARENCE BROWN, who died on or about the 1st day of January, 1911, and who was the owner of the same at the time of his death.

ALL CONCENTRATIONS HAVE BEEN FOUND TO BE EFFECTIVE IN THE TREATMENT OF THE ABOVE MENTIONED CONDITIONS. THE FOLLOWING ARE THE RECOMMENDED DOSE RATES FOR THE TREATMENT OF THE ABOVE MENTIONED CONDITIONS:

- Q. CANCER OF WATER-BURNING CONTRACTORS**
- ALL HOME OR REMODELING CONTRACTORS SHOULD BE AWARE OF THE FACT THAT WATER-BURNING CONTRACTORS ARE BEING ACCUSED OF CAUSING CANCER. THE FOLLOWING INFORMATION WAS OBTAINED FROM THE NEW YORK STATE DEPARTMENT OF LABOR, DIVISION OF LABOR RELATIONS, AND THE NEW YORK STATE DEPARTMENT OF HEALTH, DIVISION OF PREVENTIVE MEDICINE, CONCERNING THE ALLEGED CAUSE OF CANCER IN WATER-BURNING CONTRACTORS.
- THE NEW YORK STATE DEPARTMENT OF LABOR, DIVISION OF LABOR RELATIONS, HAS RECEIVED SEVERAL COMPLAINTS FROM WATER-BURNING CONTRACTORS WHO HAVE BEEN ACCUSED OF CAUSING CANCER. THE COMPLAINTS HAVE BEEN RECEIVED FROM THE FOLLOWING STATES: ALABAMA, ARIZONA, CALIFORNIA, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, AND WYOMING.
- THE NEW YORK STATE DEPARTMENT OF HEALTH, DIVISION OF PREVENTIVE MEDICINE, HAS RECEIVED SEVERAL COMPLAINTS FROM WATER-BURNING CONTRACTORS WHO HAVE BEEN ACCUSED OF CAUSING CANCER. THE COMPLAINTS HAVE BEEN RECEIVED FROM THE FOLLOWING STATES: ALABAMA, ARIZONA, CALIFORNIA, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, AND WYOMING.

1. INCOME AND RETAINING CONTROL.

- E. PUBLIC UTILITY ESTIMATION**

documents were prepared  
as required by me, and  
that I am a duly licensed  
professional engineer  
within the State of the  
State of Maryland, License  
No. 20467, Expiration

- Michael K. ...*

| Date | Revisions |
|------|-----------|
|      |           |
|      |           |
|      |           |
|      |           |
|      |           |

[illegible]

- the 1970s, it is evident that the number of people who are employed in the service sector has increased significantly. This is due to a number of factors, including the growth of the service sector, the increase in the number of people who are employed in the service sector, and the increase in the number of people who are employed in the service sector.

[illegible]

- ### 5. CASE OF WATER-BUILDING CONSTRUCTION

[illegible]

- [illegible]

document is presented  
as authorized by me, and  
that I am a duly licensed  
professional engineer.  
Signed this 1st day of the  
Month of September, 1946  
At: Raleigh, North  
Car. 20481, E. Gordon

Walter E. Gordon  
E.S.E., Member of the Engineering Soc.

8-14-47  
Walt

8-24-47

- EXPANSION, REVISIONS & LANDSCAPE UTILIZATION**

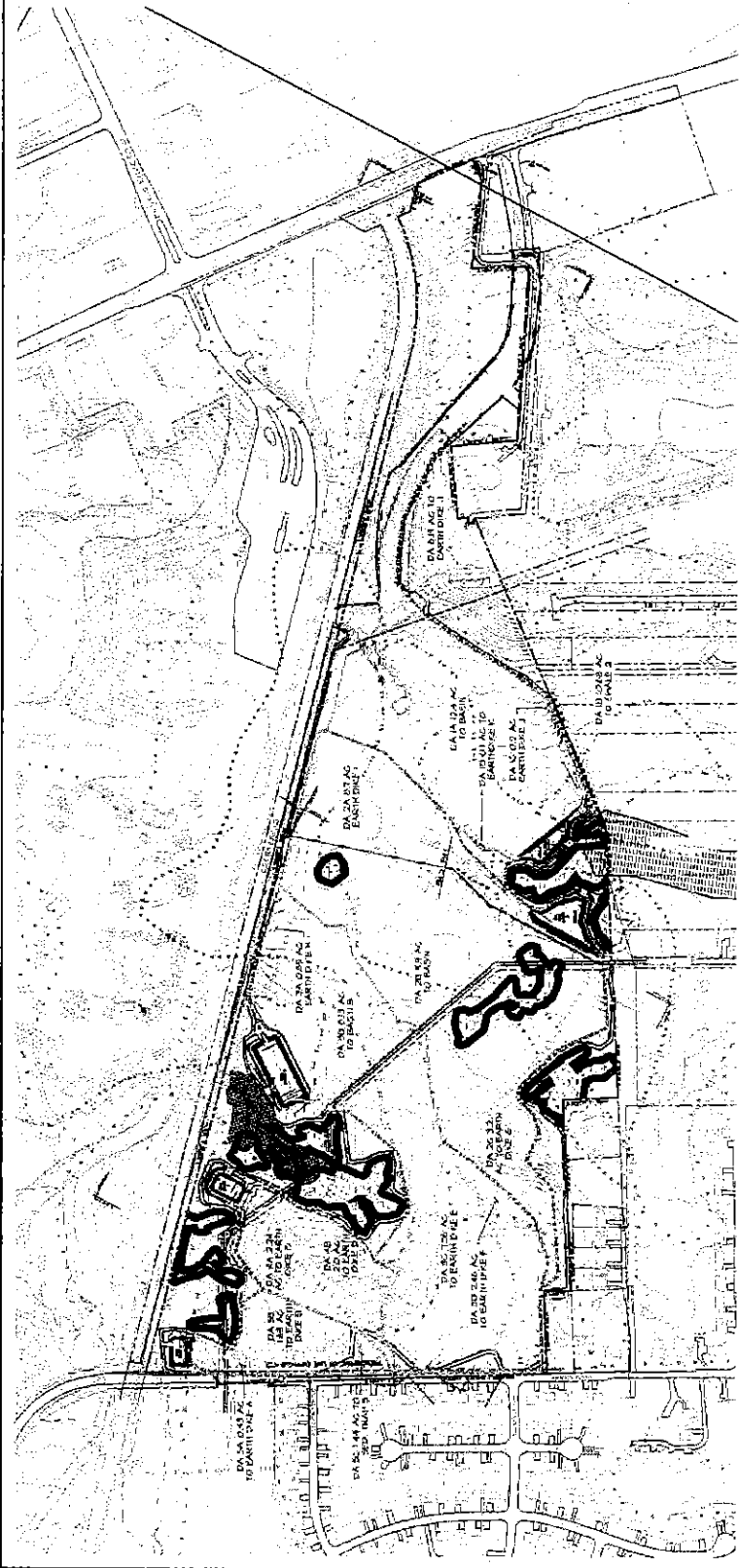
**SITE DEVELOPMENT PLAN**

**NOTES & DETAILS**

**CHASE PROPERTY**

10000 1st Avenue, North  
 Minneapolis, MN 55412  
 Phone (612) 834-7200 Fax (612) 444-1841  
 E-Mail: [landscapes@chase.com](mailto:landscapes@chase.com)

[illegible]



| DRAINAGE AREA TO BASIN/SED. TRAP |           |           |               |               |
|----------------------------------|-----------|-----------|---------------|---------------|
| DA                               | TOTAL AC. | SED. AREA | PER SED. ZONE | SED. AREA AC. |
| 1                                | 1.21      |           |               |               |
|                                  |           | 1A        | BASED ON      | 1.21          |
|                                  |           | 1B        | ED 1          | 0.1           |
|                                  |           | 1C        | ED 2          | 0.3           |
| 2                                | 21.8      |           |               |               |
|                                  |           | 2A        | ED 1          | 8.74          |
|                                  |           | 2B        | BASED ON      | 14.60         |
|                                  |           | 2C        | ED 1          | 3.20          |
| 3                                | 14.0      |           |               |               |
|                                  |           | 3A        | ED 1          | 0.20          |
|                                  |           | 3B        | BASED ON      | 13.3          |
|                                  |           | 3C        | ED 1          | 0.50          |
|                                  |           | 3D        | ED 2          | 0.00          |
| 4                                | 4.8       |           |               |               |
|                                  |           | 4A        | ED 1          | 2.74          |
|                                  |           | 4B        | ED 1          | 2.01          |
| 5                                | 2.5       |           |               |               |
|                                  |           | 5A        | ED 1          | 0.79          |
|                                  |           | 5B        | ED 1          | 0.00          |
| 6                                |           |           |               |               |
|                                  |           | 6A        | ED 1          | 1.44          |

**APPROVED FOR PLANNING AND ZONING**  
CITY ENGINEER  
DATE: 8/17/17  
BY: [Signature]  
CITY CLERK  
DATE: 8/17/17  
BY: [Signature]

**NOTARY PUBLIC**  
NOTARY PUBLIC  
DATE: 8/17/17  
BY: [Signature]

**CNA**  
Commercial Insurance Company of America  
100 North Zeeb Road  
Suite 100  
Baltimore, MD 21201  
Phone: (410) 528-1000  
Fax: (410) 528-1001  
www.cna.com

**SITE DEVELOPMENT PLAN**  
**EXISTING DRAINAGE AREA MAP**  
**CHASE PROPERTY**  
**AT MISSION ROAD**  
1100 MISSION ROAD  
Baltimore, MD 21201

**DATE:** 8/17/17  
**SCALE:** 1"=50'

**REVISIONS:**

| NO. | DATE    | DESCRIPTION |
|-----|---------|-------------|
| 1   | 8/17/17 | Initial     |

**PROJECT:** Chase Property  
**CLIENT:** Chase Property  
**DESIGNER:** [Signature]  
**CHECKER:** [Signature]  
**DATE:** 8/17/17



**EXHIBIT G**

**DESCRIPTION OF ROADWAY LAND**

See attached.

55 of 58

EXECUTION VERSION

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

Effective Date: 9/14 2018

---



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.

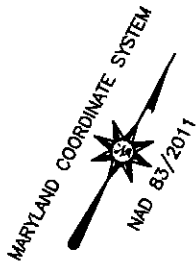
BEING a portion of the land as described shown on a plat entitled "Subdivision Plat, Columbia Junction, Section 3, Parcels 'A' and 'B'" and recorded among the land records of Howard County, Maryland, as plat No. 14979 which is a portion of the land as described in a deed from Caleb C. Gould and James 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  
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

TRAVERSE #33  
MAGNAIL SET  
N:540161.47  
E:1367011.01

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)

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

1" IRON  
PIPE FND  
(BENT/NOT HELD)

"DEWBERRY"  
REBAR/CAP  
FND (NOT HELD)

REBAR/CAP FOUND  
(NOT HELD)

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

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

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

MAGNAIL FND  
(NOT HELD)

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

"DEWBERRY"  
REBAR/CAP FND  
(NOT HELD)

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

MAGNAIL FND  
(NOT HELD)

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

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

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

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

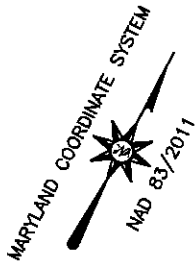
SCALE: 1"=100'

DATE: 8/23/18

DRAWN BY: SAH  
CHECK BY: KEB

JOB NO.: 13066

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

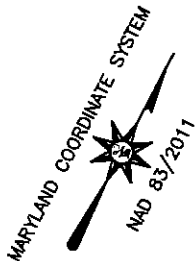
HOWARD COUNTY, MARYLAND

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

**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)

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

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

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

MAGNAIL FND  
(NOT HELD)

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

"DEWBERRY"  
REBAR/CAP FND  
(NOT HELD)

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

MAGNAIL FND  
(NOT HELD)

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

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

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

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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.

57 of 58

EXECUTION VERSION

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

Effective Date: 7/14, 2018

---

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.

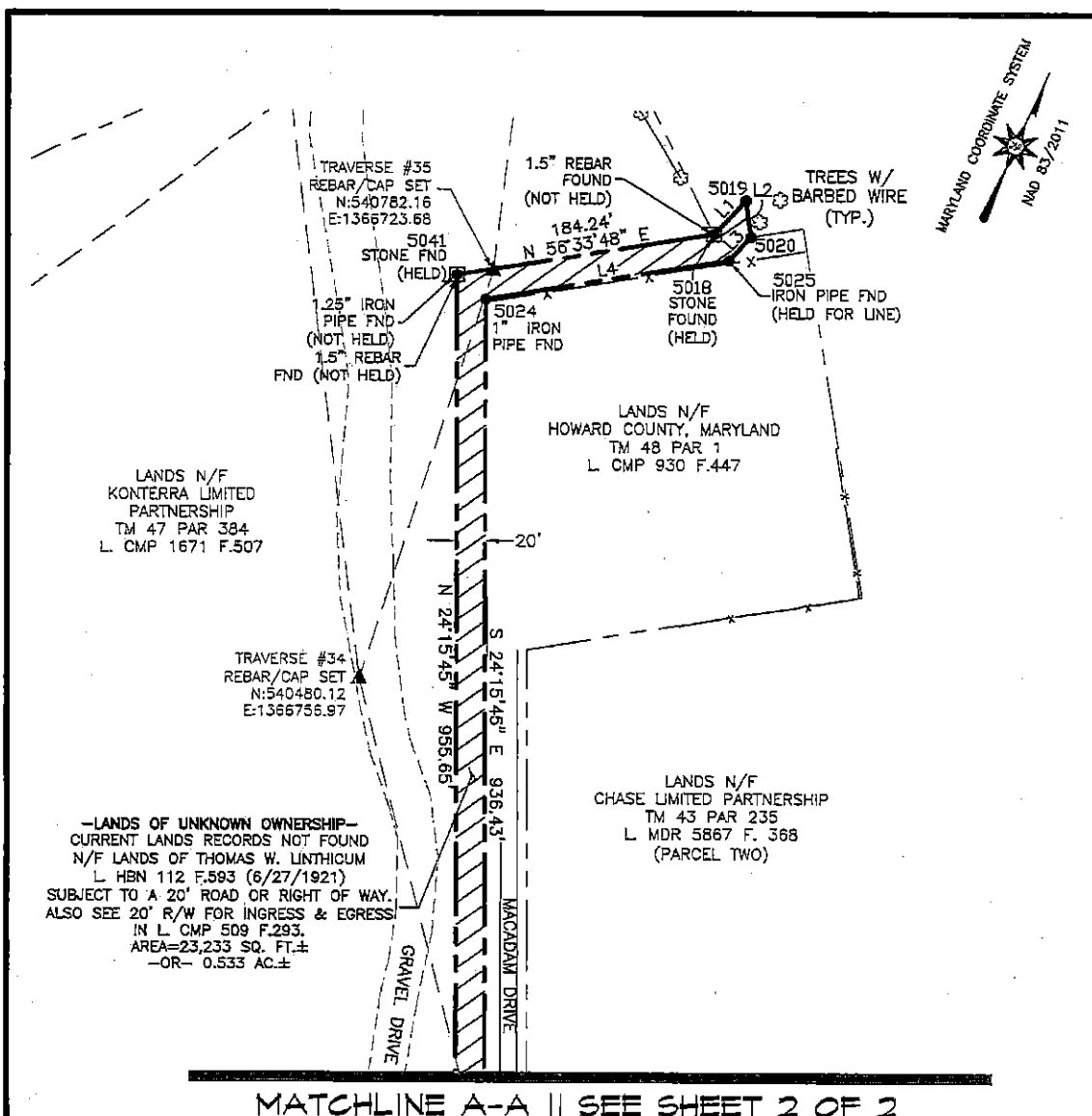
**BEING ALSO** the same lands as shown on a plat attached hereto and intended to be recorded herewith entitled, "Exhibit 'B' Plat to accompany deed for Land Acquisition of a 20' Right of Way," prepared by CNA, LLC and dated April 18, 2018.

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



I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions\2018\Final\13066\_ExhibitA\_20RW\_4-18-18 R0.docx

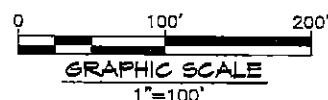


LINE TABLE

| 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 | 22.86'   |
| 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\*

**CNA**

engineers, surveyors & landscape architects

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**

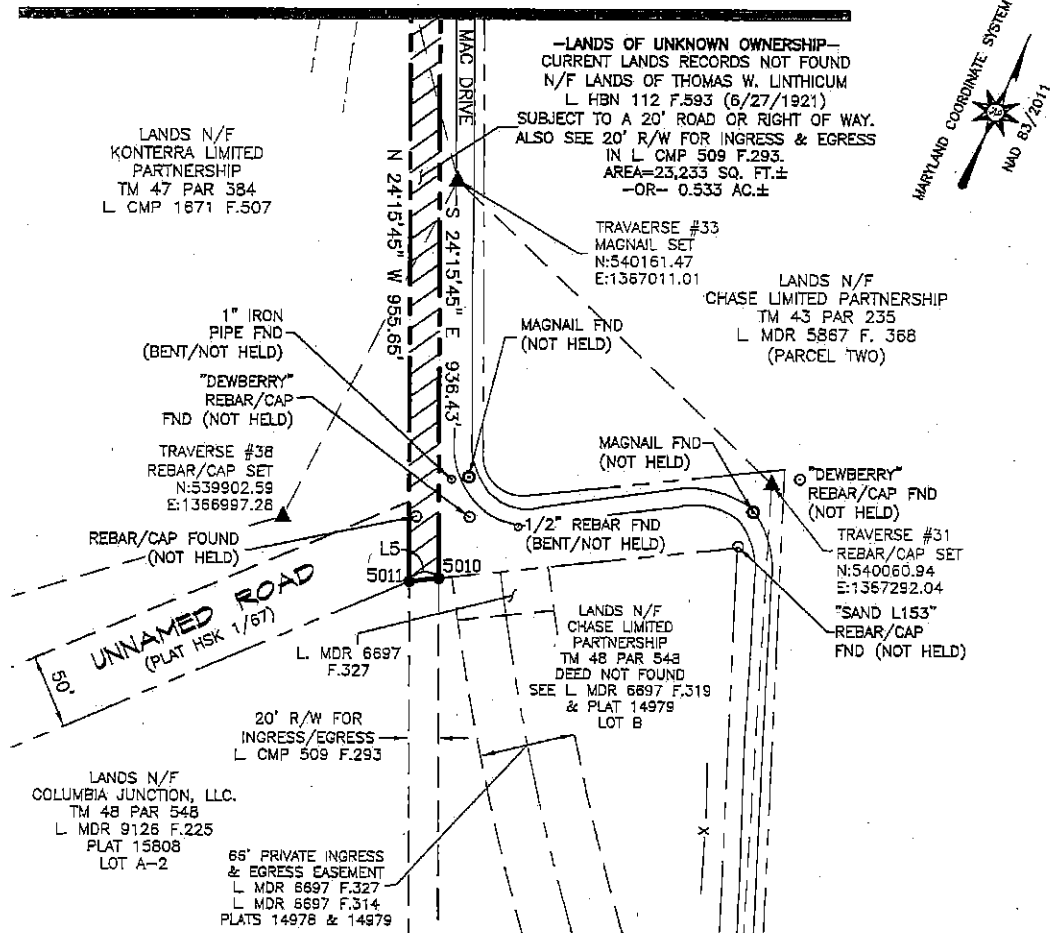
6TH ELECTION DISTRICT

HOWARD COUNTY, MARYLAND

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

CNA: I:\CNA\Drive3\Survey\13000\13066 Mission Road\PLAT\OLD\2018\13056\_20'RWStrip-Exhibit(full)\_4-18-18.dwg

# MATCHLINE A-A || SEE SHEET 1 OF 2



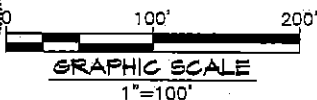
## GENERAL NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH BY AN EXPERT TITLE ABSTRACTOR. THE TITLE INFORMATION SHOWN HEREON WAS DERIVED FROM THE BEST AVAILABLE LAND RECORDS AT THE TIME OF THE SURVEY. A TITLE REPORT COULD REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.
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* 6/21/18  
 KEITH E. BAILEY DATE  
 MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10967  
 EXPIRATION DATE: 7/24/2020



\*FOR LINE TABLE AND COORDINATE CHARTS, SEE SHEET 1 OF 2\*

# CNA

engineers, surveyors & landscape architects

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.: 13066 SHEET 2 OF 2

CNA: L:\CNA\Drive3\Survey\13000\13066 Mission Road\PLAT\OLD\2018\13066\_20'RWStrip-Exhibit(full)\_4-18-18.dwg

**EXHIBIT I-2**

**PORTIONS OF 20 FOOT STRIP TO BE CONVEYED TO PURCHASER**

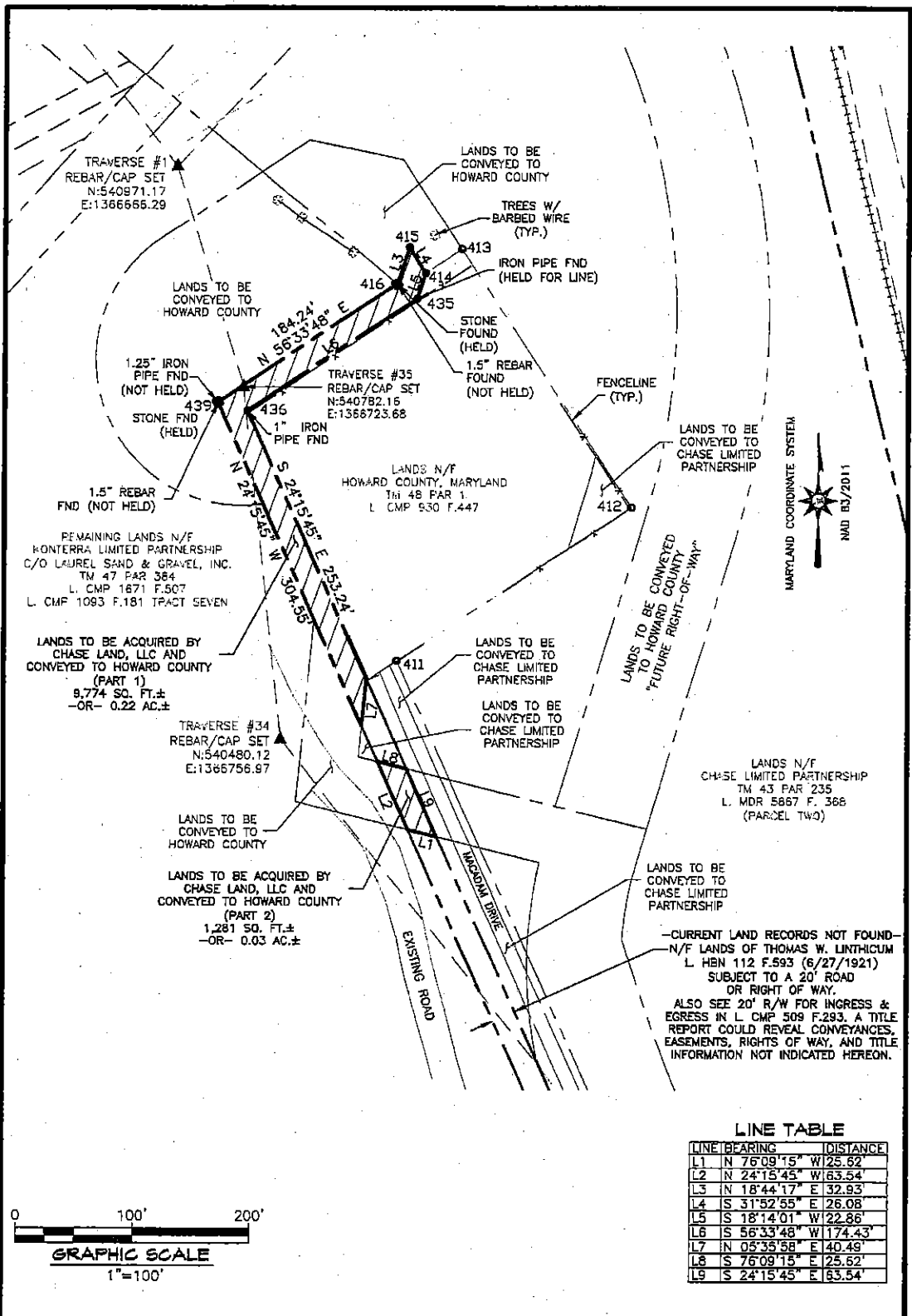
See attached.

58 of 58

EXECUTION VERSION

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

Effective Date: 9/14, 2018





**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<br>CHECK BY: KEB | JOB NO.: 13066 | SHEET 1 OF 1 |
|----------------|--------------|--------------------------------|----------------|--------------|

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