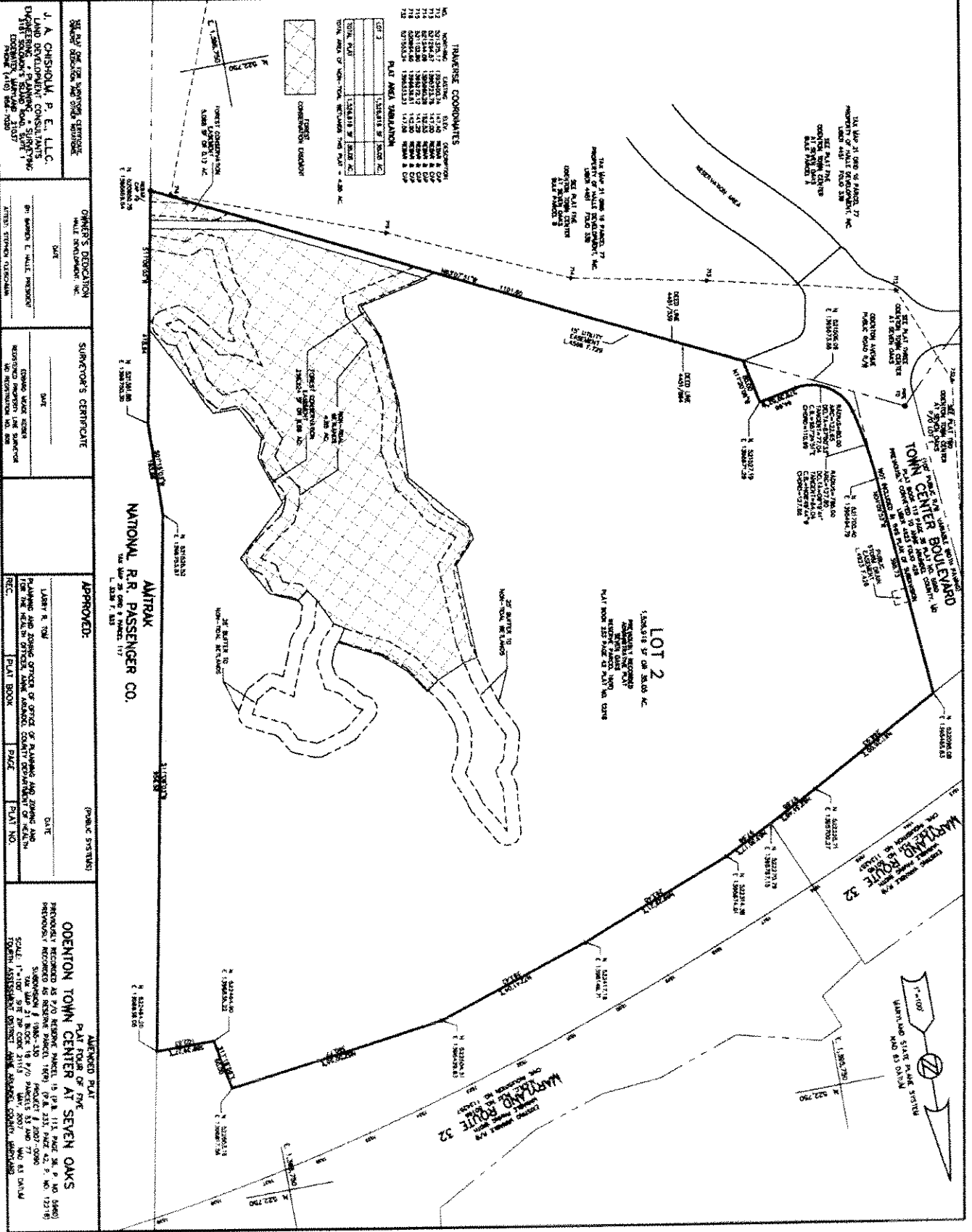


TRAVELER COORDINATES

LINE	START	END	LENGTH	BEARING
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3	728.0000	728.0000	0.00	0.00
4	728.0000	728.0000	0.00	0.00
5	728.0000	728.0000	0.00	0.00
6	728.0000	728.0000	0.00	0.00
7	728.0000	728.0000	0.00	0.00
8	728.0000	728.0000	0.00	0.00
9	728.0000	728.0000	0.00	0.00
10	728.0000	728.0000	0.00	0.00
11	728.0000	728.0000	0.00	0.00
12	728.0000	728.0000	0.00	0.00
13	728.0000	728.0000	0.00	0.00
14	728.0000	728.0000	0.00	0.00
15	728.0000	728.0000	0.00	0.00
16	728.0000	728.0000	0.00	0.00
17	728.0000	728.0000	0.00	0.00
18	728.0000	728.0000	0.00	0.00
19	728.0000	728.0000	0.00	0.00
20	728.0000	728.0000	0.00	0.00
21	728.0000	728.0000	0.00	0.00
22	728.0000	728.0000	0.00	0.00
23	728.0000	728.0000	0.00	0.00
24	728.0000	728.0000	0.00	0.00
25	728.0000	728.0000	0.00	0.00
26	728.0000	728.0000	0.00	0.00
27	728.0000	728.0000	0.00	0.00
28	728.0000	728.0000	0.00	0.00
29	728.0000	728.0000	0.00	0.00
30	728.0000	728.0000	0.00	0.00
31	728.0000	728.0000	0.00	0.00
32	728.0000	728.0000	0.00	0.00
33	728.0000	728.0000	0.00	0.00
34	728.0000	728.0000	0.00	0.00
35	728.0000	728.0000	0.00	0.00
36	728.0000	728.0000	0.00	0.00
37	728.0000	728.0000	0.00	0.00
38	728.0000	728.0000	0.00	0.00
39	728.0000	728.0000	0.00	0.00
40	728.0000	728.0000	0.00	0.00
41	728.0000	728.0000	0.00	0.00
42	728.0000	728.0000	0.00	0.00
43	728.0000	728.0000	0.00	0.00
44	728.0000	728.0000	0.00	0.00
45	728.0000	728.0000	0.00	0.00
46	728.0000	728.0000	0.00	0.00
47	728.0000	728.0000	0.00	0.00
48	728.0000	728.0000	0.00	0.00
49	728.0000	728.0000	0.00	0.00
50	728.0000	728.0000	0.00	0.00
51	728.0000	728.0000	0.00	0.00
52	728.0000	728.0000	0.00	0.00
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54	728.0000	728.0000	0.00	0.00
55	728.0000	728.0000	0.00	0.00
56	728.0000	728.0000	0.00	0.00
57	728.0000	728.0000	0.00	0.00
58	728.0000	728.0000	0.00	0.00
59	728.0000	728.0000	0.00	0.00
60	728.0000	728.0000	0.00	0.00
61	728.0000	728.0000	0.00	0.00
62	728.0000	728.0000	0.00	0.00
63	728.0000	728.0000	0.00	0.00
64	728.0000	728.0000	0.00	0.00
65	728.0000	728.0000	0.00	0.00
66	728.0000	728.0000	0.00	0.00
67	728.0000	728.0000	0.00	0.00
68	728.0000	728.0000	0.00	0.00
69	728.0000	728.0000	0.00	0.00
70	728.0000	728.0000	0.00	0.00
71	728.0000	728.0000	0.00	0.00
72	728.0000	728.0000	0.00	0.00
73	728.0000	728.0000	0.00	0.00
74	728.0000	728.0000	0.00	0.00
75	728.0000	728.0000	0.00	0.00
76	728.0000	728.0000	0.00	0.00
77	728.0000	728.0000	0.00	0.00
78	728.0000	728.0000	0.00	0.00
79	728.0000	728.0000	0.00	0.00
80	728.0000	728.0000	0.00	0.00
81	728.0000	728.0000	0.00	0.00
82	728.0000	728.0000	0.00	0.00
83	728.0000	728.0000	0.00	0.00
84	728.0000	728.0000	0.00	0.00
85	728.0000	728.0000	0.00	0.00
86	728.0000	728.0000	0.00	0.00
87	728.0000	728.0000	0.00	0.00
88	728.0000	728.0000	0.00	0.00
89	728.0000	728.0000	0.00	0.00
90	728.0000	728.0000	0.00	0.00
91	728.0000	728.0000	0.00	0.00
92	728.0000	728.0000	0.00	0.00
93	728.0000	728.0000	0.00	0.00
94	728.0000	728.0000	0.00	0.00
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96	728.0000	728.0000	0.00	0.00
97	728.0000	728.0000	0.00	0.00
98	728.0000	728.0000	0.00	0.00
99	728.0000	728.0000	0.00	0.00
100	728.0000	728.0000	0.00	0.00

PUBLIC STREET DATA EXISTING

NO.	SECTION	WIDTH	LENGTH	AREA
1	SECTION 1	12.00	100.00	1200.00
2	SECTION 2	12.00	100.00	1200.00
3	SECTION 3	12.00	100.00	1200.00
4	SECTION 4	12.00	100.00	1200.00
5	SECTION 5	12.00	100.00	1200.00
6	SECTION 6	12.00	100.00	1200.00
7	SECTION 7	12.00	100.00	1200.00
8	SECTION 8	12.00	100.00	1200.00
9	SECTION 9	12.00	100.00	1200.00
10	SECTION 10	12.00	100.00	1200.00
11	SECTION 11	12.00	100.00	1200.00
12	SECTION 12	12.00	100.00	1200.00
13	SECTION 13	12.00	100.00	1200.00
14	SECTION 14	12.00	100.00	1200.00
15	SECTION 15	12.00	100.00	1200.00
16	SECTION 16	12.00	100.00	1200.00
17	SECTION 17	12.00	100.00	1200.00
18	SECTION 18	12.00	100.00	1200.00
19	SECTION 19	12.00	100.00	1200.00
20	SECTION 20	12.00	100.00	1200.00
21	SECTION 21	12.00	100.00	1200.00
22	SECTION 22	12.00	100.00	1200.00
23	SECTION 23	12.00	100.00	1200.00
24	SECTION 24	12.00	100.00	1200.00
25	SECTION 25	12.00	100.00	1200.00
26	SECTION 26	12.00	100.00	1200.00
27	SECTION 27	12.00	100.00	1200.00
28	SECTION 28	12.00	100.00	1200.00
29	SECTION 29	12.00	100.00	1200.00
30	SECTION 30	12.00	100.00	1200.00
31	SECTION 31	12.00	100.00	1200.00
32	SECTION 32	12.00	100.00	1200.00
33	SECTION 33	12.00	100.00	1200.00
34	SECTION 34	12.00	100.00	1200.00
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36	SECTION 36	12.00	100.00	1200.00
37	SECTION 37	12.00	100.00	1200.00
38	SECTION 38	12.00	100.00	1200.00
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44	SECTION 44	12.00	100.00	1200.00
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46	SECTION 46	12.00	100.00	1200.00
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50	SECTION 50	12.00	100.00	1200.00
51	SECTION 51	12.00	100.00	1200.00
52	SECTION 52	12.00	100.00	1200.00
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62	SECTION 62	12.00	100.00	1200.00
63	SECTION 63	12.00	100.00	1200.00
64	SECTION 64	12.00	100.00	1200.00
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68	SECTION 68	12.00	100.00	1200.00
69	SECTION 69	12.00	100.00	1200.00
70	SECTION 70	12.00	100.00	1200.00
71	SECTION 71	12.00	100.00	1200.00
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73	SECTION 73	12.00	100.00	1200.00
74	SECTION 74	12.00	100.00	1200.00
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76	SECTION 76	12.00	100.00	1200.00
77	SECTION 77	12.00	100.00	1200.00
78	SECTION 78	12.00	100.00	1200.00
79	SECTION 79	12.00	100.00	1200.00
80	SECTION 80	12.00	100.00	1200.00
81	SECTION 81	12.00	100.00	1200.00
82	SECTION 82	12.00	100.00	1200.00
83	SECTION 83	12.00	100.00	1200.00
84	SECTION 84	12.00	100.00	1200.00
85	SECTION 85	12.00	100.00	1200.00
86	SECTION 86	12.00	100.00	1200.00
87	SECTION 87	12.00	100.00	1200.00
88	SECTION 88	12.00	100.00	1200.00
89	SECTION 89	12.00	100.00	1200.00
90	SECTION 90	12.00	100.00	1200.00
91	SECTION 91	12.00	100.00	1200.00
92	SECTION 92	12.		



TRAVELER'S COORDINATES

NO.	NORTHING	EASTING	COORDINATE
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3	1000000.00	1000000.00	1000000.00
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32	1000000.00	1000000.00	1000000.00
33	1000000.00	1000000.00	1000000.00
34	1000000.00	1000000.00	1000000.00
35	1000000.00	1000000.00	1000000.00
36	1000000.00	1000000.00	1000000.00
37	1000000.00	1000000.00	1000000.00
38	1000000.00	1000000.00	1000000.00
39	1000000.00	1000000.00	1000000.00
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45	1000000.00	1000000.00	1000000.00
46	1000000.00	1000000.00	1000000.00
47	1000000.00	1000000.00	1000000.00
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61	1000000.00	1000000.00	1000000.00
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65	1000000.00	1000000.00	1000000.00
66	1000000.00	1000000.00	1000000.00
67	1000000.00	1000000.00	1000000.00
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72	1000000.00	1000000.00	1000000.00
73	1000000.00	1000000.00	1000000.00
74	1000000.00	1000000.00	1000000.00
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81	1000000.00	1000000.00	1000000.00
82	1000000.00	1000000.00	1000000.00
83	1000000.00	1000000.00	1000000.00
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93	1000000.00	1000000.00	1000000.00
94	1000000.00	1000000.00	1000000.00
95	1000000.00	1000000.00	1000000.00
96	1000000.00	1000000.00	1000000.00
97	1000000.00	1000000.00	1000000.00
98	1000000.00	1000000.00	1000000.00
99	1000000.00	1000000.00	1000000.00
100	1000000.00	1000000.00	1000000.00

J. A. CHISHOLM, P. E., LLC
 LAND DEVELOPMENT CONSULTANTS
 ENGINEERING, SURVEYING AND MAPPING
 10000 W. STATE ST. SUITE 100
 DORSET, MASSACHUSETTS 01922
 PHONE (413) 268-2107

OWNER'S DEDICATION
 DATE: _____
 BY: _____
 TITLE: _____

SURVEYOR'S CERTIFICATE
 DATE: _____
 BY: _____
 TITLE: _____

APPROVED: (PUBLIC SYSTEMS)
 DATE: _____
 BY: _____
 TITLE: _____

AMTRAK NATIONAL R.R. PASSENGER CO.
 DATE: _____
 BY: _____
 TITLE: _____

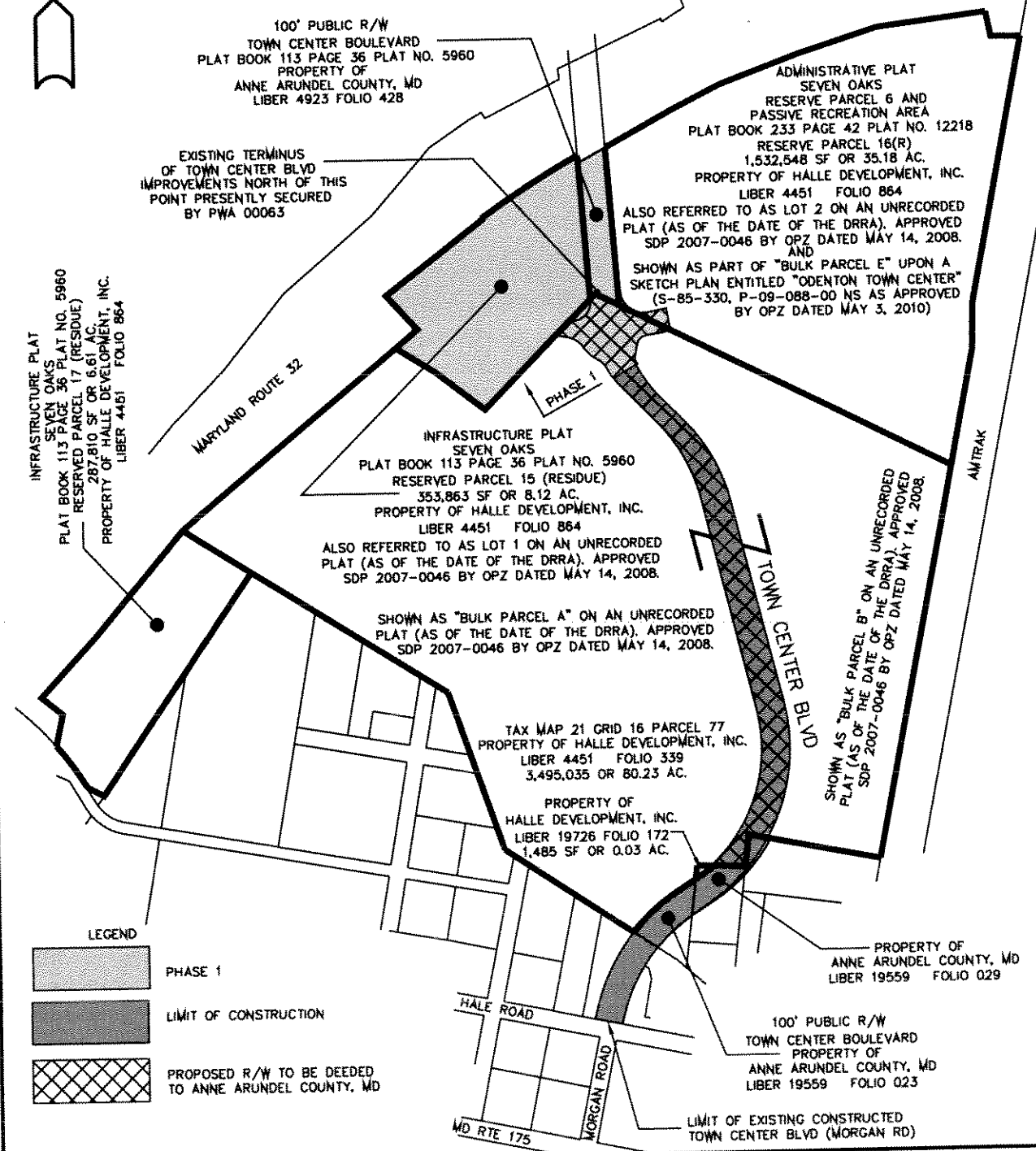
ADJUSTED PLAT
 DATE: _____
 BY: _____
 TITLE: _____

DEKENTON TOWN CENTER AT SEVEN OAKS
 DATE: _____
 BY: _____
 TITLE: _____

EXHIBIT " "

TOWN CENTER BOULEVARD CONSTRUCTION LIMITS ODENTON TOWN CENTER AT SEVEN OAKS

FOURTH ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND



- LEGEND**
- PHASE 1
 - LIMIT OF CONSTRUCTION
 - PROPOSED R/W TO BE DEEDED TO ANNE ARUNDEL COUNTY, MD

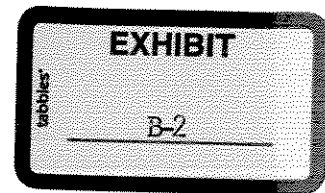


EXHIBIT B-2
to a
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT
Between
Halle Development, Inc. and Anne Arundel County, Maryland

Land that will comprise Lot 1:

Beginning for the First:

All that land and real property located in the Fourth Assessment District of Anne Arundel County, Maryland, shown as Reserved Parcel 15 on an infrastructure plat entitled "Plat 6 of 7 SEVEN OAKS (Revised)" which plat is recorded among the plat records of Anne Arundel County, Maryland in Plat Book 113 at page 36, being Plat Number 5960;

Saving and excepting there from all that land and real property shown on State Highway Administration Plat Numbers 50165 and 50201 and described on State Highway Administration Plat Number 50166, as part of Project Number AA-739-303-570, Maryland Route 32, and any residue lying and situate to the north and west of Maryland Route 32;

Containing 353,863 square feet or 8.12 acres of land;

Being also shown as Lot 1 on an unrecorded plat (as of the date of the document to which this description is attached) pursuant to an approved Site Development Plan (SDP 2007-0046) approved by the Anne Arundel County Office of Planning and Zoning, dated May 14, 2008;

Also being a part of the same property conveyed to Halle Development, Inc. from Peter G. Byrnes, et al. by deed dated September 10, 1987 and recorded among the land records of Anne Arundel County, Maryland in liber 4451, folio 864.

Land that will comprise Lot 2:

Beginning for the Second:

All that land and real property located in the Fourth Assessment District of Anne Arundel County, Maryland, shown as Reserve Parcel 16R on a plat entitled "Administrative Plat Two of Two SEVEN OAKS Reserve Parcel 6 and 16 and Passive Recreation Area a Planned Unit Development" which plat is recorded among the plat records of Anne Arundel County, Maryland in Plat Book 233 at page 42, being Plat Number 12218, containing 1,532,548 square feet or 35.18 acres of land;

Being also shown as Lot 2 on an unrecorded plat (as of the date of the document to which this description is attached) pursuant to an approved Site Development Plan (SDP 2007-0046) approved by the Anne Arundel County Office of Planning and Zoning, dated May 14, 2008;

Also being a part of "Bulk Parcel E" as shown on a Sketch Plan Entitled "Odenton Town Center" (S-85-330,P-09088-00 NS), as approved by the Anne Arundel County Office of Planning and Zoning, dated May 3, 2010;

Also being a part of the same property conveyed to Halle Development, Inc. from Peter G. Byrnes, et al. by deed dated September 10, 1987 and recorded among the land records of Anne Arundel County, Maryland in liber 4451, folio 864.

Beginning for the Third:

All that land and real property located in the Fourth Assessment District of Anne Arundel County, Maryland, shown as Reserved Parcel 17 on an infrastructure plat entitled "Plat 6 of 7 SEVEN OAKS (Revised)" which plat is recorded among the plat records of Anne Arundel County, Maryland in Plat Book 113 at page 36, being Plat Number 5960;

Saving and excepting there from all that land and real property shown on State Highway Administration Plat Numbers 50201 and 51863 and described on State Highway Administration Plat Number 51863, as part of Project Number AA-739-303-570, Maryland Route 32, and any residue lying and situate to the north and west of Maryland Route 32;

Containing 287,810 square feet or 6.61 acres of land;

Being a part of the same property conveyed to Halle Development, Inc. from Peter G. Byrnes, et al. by deed dated September 10, 1987 and recorded among the land records of Anne Arundel County, Maryland in liber 4451, folio 864.

Beginning for the Fourth:

All that land and real property located in the Fourth Assessment District of Anne Arundel County, Maryland, and described in a deed from Odenton Investments, LLC to Halle Development, Inc., dated October 19, 2007 and recorded among the land records of Anne Arundel County, Maryland in liber 19726 folio 172.

Containing 1,385 square feet or 0.03 acres.

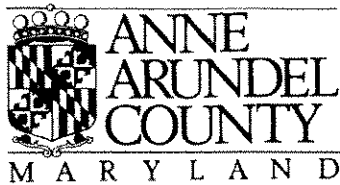
Being a part of the same property conveyed from Granite Land Company to Odenton Investments, LLC by deed dated November 3, 2005 and recorded in liber 17139, folio 29.

Beginning for the Fifth:

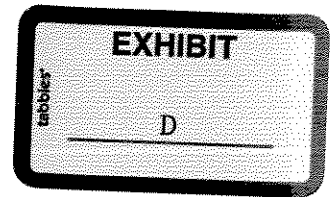
All that land and real property located in the Fourth Assessment District of Anne Arundel County, Maryland, and described in a deed from Mary L. Joseph, et al, Personal Representatives of the Estate of Stuart H. Rome to Halle Development, Inc., dated September 2, 1987 and recorded among the land records of Anne Arundel County, Maryland in liber 4451 folio 339.

Containing 3,495,035 square feet or 80.23 acres.

All acreages noted above are "more or less" and calculated without benefit of a current survey.



County Executive John R. Leopold



2664 RIVA ROAD, P.O. BOX 6675
ANNAPOLIS, MARYLAND 21401

OFFICE OF PLANNING AND ZONING

April 28, 2010

Lee Ann Willson
J.A. Chisholm, P.E., LLC
3161 Solomon's Island Road, Suite 1
Edgewater, MD 21037

Re: Seven Oaks, Odenton Town Center at
Sketch Plan S85-330, P09-0088 00 NS

Dear Ms. Willson:

The Sketch Plan for the referenced project has been reviewed by the agencies listed below and copies of their comments are attached.

- | | | |
|----|-----------------------------|--------------------------------------|
| A. | OPZ/Planning | Conditional Approval, April 26, 2010 |
| B. | OPZ/Engineering & Utilities | Conditional Approval, April 26, 2010 |
| C. | OPZ/Traffic | Conditional Approval, April 26, 2010 |
| D. | OPZ/Environmental | Conditional Approval, April 26, 2010 |
| E. | OPZ/Landscape | Conditional Approval, April 26, 2010 |
| F. | DPW/Traffic | Conditional Approval, April 21, 2010 |

I. Before approval of the Final Plan, the following agency comments must be resolved:

- | | | |
|----|-----------------------------|--------------------------------------|
| A. | OPZ/Planning | Conditional Approval, April 26, 2010 |
| B. | OPZ/Engineering & Utilities | Conditional Approval, April 26, 2010 |
| C. | OPZ/Traffic | Conditional Approval, April 26, 2010 |
| D. | OPZ/Environmental | Conditional Approval, April 26, 2010 |
| E. | OPZ/Landscape | Conditional Approval, April 26, 2010 |
| F. | DPW/Traffic | Conditional Approval, April 21, 2010 |

This application has not been designed using the Environmental Site Design (ESD) stormwater management requirements as established by MDE in the 2009 revision of the State SWM Manual. Grading Permit approval must be obtained for this project as currently designed by May 4, 2010, an administrative waiver must be obtained or the project shall be re-designed in accordance with the new State ESD guidelines.

II. Adequacies of Facilities for Items below must be resolved.

- A. Fire Suppression: A fire flow test dated 03-26-09 performed by the Department of Public Works, and was found to be adequate. The final decision regarding adequacy of facilities for fire suppression is being deferred to the office of the Fire Marshal.
- B. Roads: The adequacy of facilities for roads requirements have been addressed with the proposed construction of Town Center Boulevard and associated Development Rights and Responsibilities Agreement (DRRA), which is still under review by this office to address the issues raised in the traffic impact study dated September of 2008.
- C. Schools: In accordance with Article 17-5-202 (b) of the Anne Arundel County Code, this project has been tested for school adequacy based on the proposal to create 600 apartment units. School adequacy is not required for this project as the proposed residential portion is located in the Odenton Town Center Core District. However, school impact fees are required and will be collected at building permit.
- D. Utilities: A SWAMP analysis of public water and sewer services was performed and the Department of Public Works has indicated that capacity is currently available for 1,449 EDU's of water and sewer. Adequacy of facilities for utilities is adequately addressed for this development once the following issues are resolved; The proposed 36" transmission main is completed through the site. As plans for the individual parcels are submitted, they will need to be reviewed to ensure on-site piping is sized appropriately and improvements to several pipes downstream of MH 34146 and MH29746 due to several pipes being at capacity under CL1-CL-6 flows.

The consultant/developer is being advised that the availability of capacity is not guaranteed until allocations are reserved as part of the Development Rights and Responsibilities Agreement between the Applicant and the County.

- E. Storm Drains: Adequacy of facilities for storm drainage has been addressed. It has been demonstrated that the proposed storm drainage system adequately conveys storm water runoff in a non erosive manner to the site and tributary outfalls and to the Point of Investigations which are located at the outfall of the 42" and 24" culvert located under along the east property line and under the Amtrak railroad tracks.

III. Decision:

Based upon the information submitted for the above referenced project, this office hereby approves the Sketch Plan, submitted and dated April 21, 2010. This approval is subject to the items listed in Sections I and II above being satisfactorily addressed prior to or as part of the Final Plan/Plat submittal.

If the DRRA is not executed by _____, this Sketch Plan approval shall be deemed null and void.

Each agency Final Plan submittal package shall include a point-by-point response letter addressing the comments in Sections I and II above. Please note that as per Article 17-3-301(a) and 17-5-203, of the Anne Arundel County Code, the Final Plans must be

submitted within one year after the date of approval of a Sketch Plan (April 28, 2011) or the application for Sketch Plan approval will be void as well as any approvals for Adequate Public Facilities.

If you have any questions regarding this project, please contact Courtney G. Wilson at pzwils39@aacounty.org.

Sincerely,

Larry R. Tom
Planning and Zoning Officer

Cc:	Christopher Soldano, OPZ	Mary Lamb, DPW
	SDP File	Dawn Thomas, Parks
	Ernest Larmie, OPZ	Jane Cox, OPZ
	David Brawn, OPZ	Darian Schwab, OPZ
	Charles Henney, SCD	Lynn Miller, OPZ
	Peter Puzak, HD	Harvey Gold, OPZ
	Richard Zeller, SHA	Cindy Carrier, OPZ
	Lt. Francis X. Fennell, FD	Courtney G. Wilson, OPZ
	Sub Comments	Patti Turner, OPZ

**Office of Planning and Zoning
Planning Administration**

INTER-OFFICE CORRESPONDENCE

DATE: April 26, 2010
TO: Planning and Zoning/Development Division, Chris Soldano
FROM: Planning and Zoning/Development Division, Planning, Courtney G. Wilson
SUBJECT: Seven Oaks, Odenton Town Center at
S1985-330; P2009-008-00 NS
Sketch

This office recommends Sketch Plan approval with the following has been addressed prior to Final Plan approval:

1. The DRRA shall be summarized on sheet 1 of the Final Plan and a copy included with the Engineering and Planning submittal packets.
2. Parcels A-E may not be further subdivided or otherwise developed without first passing the tests for adequacy of public facilities. Please note that the Projected Water & Sewer Allocations shown on sheet 1 should be referenced as GPD and not EDUs.
3. Future Development Plans will be reviewed using the current Odenton Town Center Master Plan (OTCMP), December 2009 edition for all development requirements. Proposed Bulk Parcel C is located within Sub-Area 6. The remainder of the subject site is located in Sub-Area 24. **This office acknowledges that the proposed FAR and Use Mix is consistent with the DRRA and offers no objections.**
4. The Final Plan shall include a draw-down that shows the acreage of the site, phasing, open space, activity space, Floor Area, use, EDUs and trip generation. See attached example of draw-down format.



Office of Planning and Zoning
Development Division

INTER-OFFICE CORRESPONDENCE

DATE: April 26, 2010
TO: Courtney Wilson, Planner II
FROM: Ernest A. Larmie, Engineer III *EAL*
SUBJECT: Odenton Town Center at Seven Oaks
Engineering and Utility Review #2
Sketch
Subdivision # S85-330
Project# P09-0088-00NS

Engineering and Utility Review

The above-referenced project has been reviewed for Public Works and Utility issues and the following comments apply:

Adequacy of public facilities is being addressed as follows:

Fire Suppression:

A fire flow test dated 03-26-09 performed by the Department of Public Works, and was found to be adequate. The final decision regarding adequacy of facilities for fire suppression is being deferred to the office of the Fire Marshal.

Utilities:

A SWAMP analysis of public water and sewer services was performed and the Department of Public Works has indicated that capacity is currently available for 1,449 EDU's of water and sewer. Adequacy of facilities for utilities is adequately addressed for this development once the following issues are resolved;

- The proposed 36" transmission main is completed through the site. As plans for the individual parcels are submitted, they will need to be reviewed to ensure on-site piping is sized appropriately.
- Improvements to several pipes downstream of MH 34146 and MH29746 due to several pipes being at capacity under CL1-CL-6 flows.

The consultant/developer is being advised that the availability of capacity is not guaranteed until

*www.aacounty.org
Recycled paper
Last revised 6/10/09*

allocation request has been processed and approved by the Department of Public Works.

Storm Drainage:

Adequacy of facilities for storm drainage has been addressed. It has been demonstrated that the proposed storm drainage system adequately conveys storm water runoff in a non erosive manner to the site and tributary outfalls and to the Point of Investigations which are located at the outfall of the 42" and 24" culvert located under along the east property line and under the Amtrak railroad tracks.

The following are comments regarding the plans as submitted; only the comments indicated in the closing paragraph will require a point by point response upon resubmittal:

A. Roads

The site has frontage along the proposed Town center Boulevard which is a county public road and is currently classified as an arterial road. The road along the entire frontage of this development will be fully improved to the required county standard based upon its classification with some modification per item #4 of the letter dated March 12, 2009 from our office to you. Off site road improvements are not being required.

1. The minimum horizontal curve radius of 603feet and maximum degree of curvature of 9.5 per the collector standards of the county road specs has not been met for the horizontal curve between STA.68+29.64 and STA. 69+48.80. DPW's concurrence will be required.
2. Provide on an 8 x 11 ½ sheet an intersection site distance analysis of the location of the proposed entrances (STA. 78+00), to show that the necessary county requirements will be met.
3. The road section shows the 10 foot wide trail draining towards the pavement. This does not comply with the Odenton trails schematic plan, fig. 7 which requires the trail pavement to be crowned at a 2 percent slope away from the roadway to provide adequate drainage without forcing additional runoff into the road. Please provide an explanation justifying the current grade per your plans.

B. Storm drains

Storm drainage through and from this development is accomplished by utilizing a combination of open swales and closed storm drain system.

1. Revise the storm drain Flow tabulations per the marked-up plans.
2. Provide a culvert analysis for the 42" and 24" culverts at the two study points, please explain the basis and source behind the stage storage and discharge parameters used in the TR-20 computations for the existing and proposed situations at both outfalls.
3. Provide HGL for storm drain profiles.

C. Stormwater Management

1. Please address all design constraints for the submerged gravel wetlands including but not limited to soils and drainage area. Also address conveyance guidelines per the design guidance for this facility. See options on page 5.79 of chapter 5. The ESD device must not be sized for the peak flows. The peak flows must be diverted.
2. How is Water Quality done for impervious areas draining to Step Pool Storm conveyance

systems (SPSC), formerly CPO's. Please note that SPSC's do not meet water quality treatment criteria, the storm water must be treated prior or downstream of the SPSC's. Please be reminded that a flow splitter may be required depending on the configuration. See SWM design manual.

3. Infiltration trenches are not considered ESD devices. Consider using any of the ESD techniques provided in chapter 5.

D. Utilities

This development is expected to be served by

- i) Public water in water service Area - Kings Height/Odenton.
 - ii) Public Sewer in sewer service Area - Patuxent #4.
1. Revise your EDU projected water and sewer allocation calculations on the cover sheet of the Sketch plans to show the total 1449 EDU's approved for in the preliminary process. The square footage provided seems correct but the GPD rates are what seems to have been provided and not the projected number of EDU's. Please address.
 2. Please note that adequacy of public facilities for Utility (Sewer) was contingent on downstream improvements to provide sufficient capacity for the Odenton Town Center area. All utility easements necessary to do this will have to be acquired prior to Final approval. Please coordinate with DPW on this issue.

D. Final Development/Grading plan

1. A private stormwater management agreement will be required prior to approval of the grading permit.

E. Plat

1. A public works agreement will be required for the construction of Town Center Boulevard road, public storm drains and utilities.

F. Flood Plain

1. The flood plain study is adequate.

We recommend Sketch approval with the comments A.1-3, B.1-3, C.1-3, and D.1 being addressed prior to approval of the final subdivision plans for this project.



**Office of Planning and Zoning
Development Division**

INTER-OFFICE CORRESPONDENCE

www.aacounty.org

DATE: April 26, 2010
TO: Courtney Wilson, P&Z/Development Division
FROM: David Braun, P&Z/Development Division *David*
SUBJECT: Odenton Town Center at Seven Oaks
Subdivision #85-330
Project #09-0088

The subject referenced sketch plan project was reviewed and the following comments should be addressed:

The adequacy of facilities requirements are being addressed as follows:

ROADS

The adequacy of facilities for roads requirements has not been addressed with the traffic impact study dated September of 2008. The construction of Town Center Boulevard has been accepted to address the issues raised in the study.

PLANS:

1. Public Road Plans are required with traffic control and pavement marking plans.
2. A left turn lane must be provided along southbound Town Center Boulevard at Hale Street.
3. Individual parcel submissions within this subdivision must include a drawdown table of trips generated for comparison to the approved trips for the subdivision.

There is no further traffic objection to Sketch Plan approval. The remaining plan comments must be addressed with the submission of the Final Plans.

cc: Chris Soldano

Office of Planning and Zoning
Planning Administration

INTER-OFFICE CORRESPONDENCE

DATE: April 26, 2010
TO: Planning and Zoning/Development Division, Chris Soldano
FROM: Planning and Zoning/Development Division, Environmental, Courtney G. Wilson
SUBJECT: Seven Oaks, Odenton Town Center at
S1985-330; P2009-0088-00 NS
Sketch

This office recommends Sketch Plan approval with the following to be addressed prior to Final Plan approval:

Forest Conservation Plan

1. Final review and approval of the Forest Conservation Plan shall be addressed with the Final Plan. Proposed conservation easements/agreement shall be recorded with the plat.
2. Regarding the conservation worksheet, if the total area of forest to be retained is at or above the Breakeven Point, no planting is require and no further calculation are necessary for M. thru S. Please update the worksheet to show #0 in those spaces.
3. The total site area shown on the Forest Conservation plan does not reflect what is shown on sheet 1. Please revise the appropriate sheet information.
4. Show the LOD, tree lines, topo, protective devices, fencing, signage, all appropriate notes, signage every 50' or a detail with note regarding placement requirements, etc.

Please note that all Forest Conservation Plan requirements shall be adequately addressed prior to Final Plan approval. See the Forest Conservation Plan Checklist for details: <http://www.aacounty.org/IP/Resources/forestConservationPlan1.pdf>

5. Show the wetlands, streams and associated buffer line types in the legend. Additionally, the stream center lines and associated buffers have not been shown on the plans. Please revise.
6. The Forest Conservation Plan shall show the approved wetland/wetland buffer impacts and also the approved temporary wetland/wetland buffer impact boundaries. These areas shall be labeled with their corresponding permit identifier, i.e. S-#. Additionally, place a note regarding the State and Federal permit approvals.

**Office of Planning and Zoning
Planning Administration**

INTER-OFFICE CORRESPONDENCE

DATE: April 26, 2010
TO: Planning and Zoning/Development Division, Chris Soldano
FROM: Planning and Zoning/Development Division, Landscape, Courtney G. Wilson
SUBJECT: Seven Oaks, Odenton Town Center at
S1985-330; P2009-0088-00 NS
Sketch

This office recommends Sketch Plan approval with the following to be addressed prior to Final Plan approval:

1. Street trees are required on both sides of the road. The Plan must be revised to show street trees in the vicinity of station 86+00 to 94+00. Please note that this may necessitate a 10' planting easement. Please note that street trees shall also be shown on the Street Tree, Lighting and Signage Plan provided to this office and DPW for review.
2. Median Landscaping will be addressed at Final and must be shown on the Landscape Plan.
3. Provide lighting details on the plan which correspond to Town Center requirements.



ANNE ARUNDEL COUNTY

Department of Public Works

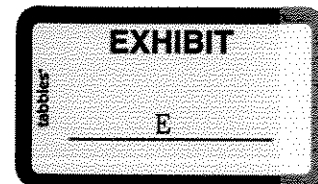
Inter-Office Correspondence

DATE: April 21, 2010
TO: Courtney Wilson, Planning and Zoning
FROM: Mary Lamb, Traffic Engineering
SUBJECT: Odenton Town Center at Seven Oaks
S# 85-330 P# 09-0088 00 NS
Map 12 / H 1& 2

We have reviewed the submitted plan with respect to Signs and Street Lights and offer the following:

- 1) The street lighting locations as proposed appear to be adequate.
- 2) It should be noted that Town Center Lighting will be required for this project.
- 3) This office would appreciate the opportunity to review and comment on the pavement marking plan when available.
- 4) Signing associated with the proposed pavement markings should be included on the final Street Light / Traffic Control Device plan.
- 5) This office has no objection to sketch approval however we are unable to approve the Street Light / Traffic Control Device plan at this time.

If you should have any questions or require further information please contact this office at (410)- 222-7332.



**ODENTON TOWN CENTER BOULEVARD
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT
CONSTRUCTION MANAGER SCOPE OF SERVICES
EXHIBIT E**

Prepared by the Anne Arundel Office of Planning and Zoning
March 19, 2010

Section 8.6 of the Odenton Town Center Development Rights and Responsibilities Agreement (DRRA) establishes a Third party Construction Manager. The scope of services for the third party construction manager is identified as Exhibit E. For the purpose of the DRRA, Exhibit E shall be the Construction Management and Inspection Services and Responsibilities document prepared by the Anne Arundel County Department of Public Works, and herein attached.

ANNE ARUNDEL COUNTY, MARYLAND

DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

CONSTRUCTION MANAGEMENT AND INSPECTION

SERVICES AND RESPONSIBILITIES

1.0 CONSTRUCTION MANAGEMENT/INSPECTION SERVICES

The Engineer shall provide on-site observations of materials furnished and shall observe the progress and quality of the Work performed under the Construction Contract to assure compliance with Construction Contract requirements and shall endeavor to protect the County against defects and deficiencies in the Work of the Contractor. The Engineer's services include, but are not necessarily limited to the following, as amended by the Scope of Work:

1.1 Constructibility Review

Perform a critical analysis of the plans and specifications including identification of possible problem areas such as coordination with utility companies, constructibility of each phase or other element of the Project, scheduling related problems, etc. Submit a written report to the County.

1.2 Schedules

1.2.1 Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Owner and Architect/Engineer concerning acceptability.

1.2.2 Monitor the progress schedule and Shop Drawing submittals and report to the County any conditions which may cause delay in Project completion.

1.3 Conferences and Meetings

1.3.1 Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project related meetings, and prepare and circulate minutes of the meetings.

1.3.2 Conduct a review meeting with the Contractor's representative to review the Contract Documents. Obtain necessary interpretations from the Architect/Engineer and transmit them to the Contractor.

1.4 **Liaison**

1.4.1 Serve as the Owner's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.

1.4.2 Assist in obtaining additional details from the County, when required for proper execution of the work.

1.4.3 Handle citizen and User Agency representative complaints and problems in an expeditious manner. Generally, citizens shall be called as soon as possible with follow-up and necessary correspondence later if requested.

1.5 **Shop Drawings and Samples**

1.5.1 Maintain a log of all submittals

1.5.2 Record dates of receipt, acceptance, rejection, and transmittal of all Shop Drawings and samples.

1.5.3 Receive samples which are furnished at the site by the Contractor and forward to the Architect/Engineer.

1.5.4 Advise the Contractor, Architect/Engineer, and the Owner of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the Architect/Engineer.

1.6 **Review of Work, Rejection of Defective Work, Inspections and Tests**

1.6.1 Conduct on-site observations of the Work in progress to determine if the work is in general proceeding in accordance with the Contract Documents.

1.6.2 Report to the Owner and the Architect/Engineer whenever it is believed that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, and advise the Architect/Engineer and the Owner of work that the Engineer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

1.6.3 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to the Architect/Engineer and the Owner appropriate details relative to test procedures and startups.

1.6.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Owner and Architect/Engineer.

1.6.5 Observe all quality control tests required by the Contract Documents. Record and report to the County on test procedures and where applicable, the results. Verify testing invoices to be paid by the owner where applicable.

1.7 **Interpretation of the Contract Documents**

Report to the Owner and Architect/Engineer when clarifications and interpretations are needed and transmit to the Contractor clarifications and interpretations as issued by the Architect/Engineer.

1.8 **Modifications**

1.8.1 Consider and evaluate the Contractor's suggestions for modifications to the Drawings and Specifications and report with the Engineer's recommendations to the Architect/Engineer. Transmit decisions as issued by the Architect/Engineer to the Contractor.

1.8.2 Review with the Architect/Engineer proposals for Change Orders including an appraisal of need, inclusion (or not) in the Contract scope, and critical analysis of the Contractor's price.

1.9 **Records**

1.9.1 Maintain at the job site orderly files for correspondence, reports of job conferences, submittal logs, Shop Drawings and samples, reproductions of original Contract Documents, including all Written Directives to the Contractor, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Contractor Requests for Information, Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, requests for payments, and other Project related documents.

1.9.2 Maintain Inspector's Daily Reports (IDR's) and a Project Diary which shall contain, but not be limited to Contractor's hours on the job site for manpower and equipment, nature of work being performed, quantity of work completed, delivery of materials, weather conditions, security threat level, Contractor Requests for Information, Written Directives to the Contractor, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific as appropriate. Submit IDR's to the Owner as directed.

1.9.3 Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

1.9.4 Maintain duplicate records of the as-built installation. As-built records, including a complete up-to-date red-lined set of drawings, shall be available at all times in the field office. After completion of the Project, the Engineer shall assist the Contractor to prepare record or "as built" drawings where required for submission no later than 30 days after completion of the Project, as marked by its Conditional Acceptance by the County.

1.9.5 Observe the Contractor's required records on a regular basis and notify the County of any apparent failure by the Contractor to maintain up-to-date records.

1.10 **Reports**

1.10.1 Furnish the Owner and Architect/Engineer periodic (monthly) reports of progress of Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

1.10.2 Consult with the Owner and Architect/Engineer in advance of scheduled major tests, inspections or start of important phases on the Work.

1.10.3 Draft proposed Change Orders and Written Directives to the Contractor, obtain backup material from the Contractor and recommend to the Owner and Architect/Engineer Change Orders, Written Directives to the Contractor, and Field Orders.

1.10.4 Report immediately to the Owner and Architect/Engineer upon the occurrence of any accident.

1.11 **Payment Requests**

Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered to the site but not incorporated in the Work.

1.12 **Miscellaneous**

1.12.1 Review and report to the County on conditions of the portions of the Project being occupied or utilized by the Owner or separate contractors to minimize the possibility of claims for damages.

1.12.2 Conduct daily Sediment Control Inspections and make sure all deficiencies are corrected immediately. Submit monthly and weekly Sediment Control Reports to the County.

1.12.3 Assemble and furnish all data required by the County for submission to the appropriate State and/or Federal Agencies where specified.

1.13 **Completion**

1.13.1 Develop and submit to the Contractor a list of observed items requiring completion or correction.

1.13.2 Conduct an Inspection for Conditional Acceptance with and in the company of the Contractor, Owner, and Architect/Engineer and prepare a final list of items to be completed or corrected.

1.13.3 Assure that the Contractor submits to the Owner all documentation required at completion of the work such as warranties, and operations and maintenance manuals.

1.13.4 Observe that all items on the final list have been completed or corrected and make recommendations to the Owner and Architect/Engineer regarding Conditional Acceptance.

2.0 LIMITATIONS OF AUTHORITY

The Engineer, in the performance of his inspection services during construction:

2.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the County.

2.2 Shall not exceed the limitations of the Engineer's authority as set forth in the Contract Documents.

2.3 Shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent.

2.4 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as authorized in writing by the County.

2.5 Shall not assume any of the responsibilities of the Contractor, Contractor's superintendent or of subcontractors.

2.6 Shall not advise on, issue directions relative to or assume control over any aspect of means, methods, techniques, sequences or procedures or construction unless such advice or directions are specifically required by the Contract Documents.

2.7 Shall not assume control over the Contractor's safety precautions and programs in connection with the Work.

2.8 Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

2.9 Shall not issue a Certificate of Substantial Completion for the Work.

2.10 Shall not order the Contractor to stop Work except as authorized by the County or as specified herein.

3.0 CONSULTATION

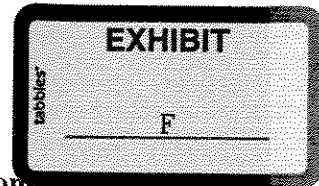
The Engineer shall be available for consultation and/or interpretation of the plans and specifications during construction of the Project. The Engineer shall recommend any corrections to the plans and specifications which, in the Engineer's judgment, are made necessary due to errors or oversights in the original design.

4.0 ASSISTANCE

The Engineer shall render all assistance which the County requires in connection with application by the County for any and all public funds in connection the Project.

5.0 TIME

The Engineer shall perform Basic and Additional Services in accordance with the schedule in the proposal or as consistent with professional skill and the orderly progress of the Work. At the pre-construction meeting, the Engineer shall submit for the County's approval, a schedule for the performance of the Engineer's services which shall be adjusted at the County's discretion as the Project proceeds.



DO NOT MAKE CHANGES TO THIS FORM. Three originals are required. Bonding company must be listed in the federal register (Department of Treasury Publication 570).

ANNE ARUNDEL COUNTY, MARYLAND

BOND NO. _____; AGREEMENT NO. PWA# _____

PERFORMANCE AND COMPLETION BOND

THIS PERFORMANCE AND COMPLETION BOND is entered into on this _____ day of _____, 200__, by and between _____ as principal ("Principal") and _____, a business entity that is authorized to transact business in the State of Maryland and is organized and existing under the laws of the State of _____, as surety ("Surety"). Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland, is the Obligee.

WHEREAS, the above-named Principal has entered into a written contract known as Public Works Agreement No. _____, dated _____, 20____, with Obligee for _____ (Project Name)

(the "Agreement"), the terms of which are hereby incorporated by reference; and

WHEREAS, as a condition of the Agreement and as required by the Anne Arundel County Code, Principal is required to provide security to Obligee to guarantee Principal's performance under and completion of the Agreement (or any extensions, alternations, or modifications of the Agreement) in an amount equal to the approved cost estimate.

NOW, THEREFORE, the Principal and Surety are held and firmly bound unto the Obligee in the sum of \$ _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum of money the Principal and Surety do bind themselves

and their personal representatives, legal representatives, successors, and assigns, jointly and severally, firmly by this performance and completion bond.

The condition of this bond is as follows: If the Principal shall perform and accomplish all matters and things required under the Agreement (or any extensions, alternations, or modifications of the Agreement) in the time and manner required and if the Principal shall indemnify and save harmless the County from all loss, costs, or damages arising from a default under this bond and under the Agreement (or any extensions, alternations, or modifications of the Agreement), this obligation shall be void. Otherwise, it shall remain in full force and effect.

Surety expressly waives any right to receive notice of extensions of time or alterations or modifications to the Agreement that may be granted by Obligee and agreed upon by the Principal, and any such extensions, alterations, or modifications shall not affect the obligation of the Surety under this bond.

WITNESS OR ATTEST:

Type name of business entity, if applicable.

By: _____

PRINCIPAL

Type Name: _____

Type Title: _____

Date: _____

Type name of business entity.

By: _____

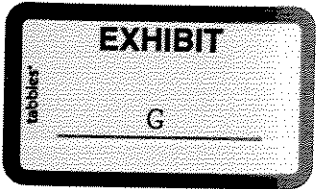
SURETY

Type Name: _____

Type Title: _____

Type Address: _____

Date: _____



ANNE ARUNDEL COUNTY, MARYLAND

AGREEMENT NO. _____

BOND NO. _____

LABOR AND MATERIALS BOND

THIS LABOR AND MATERIALS BOND is entered into on this _____ day of _____, 200__, by and between _____ as principal ("Principal") and _____, a business entity that is authorized to transact business in the State of Maryland and is organized and existing under the laws of the State of _____, as surety ("Surety"), for the use and benefit of Anne Arundel County, Maryland (the "County") and Claimant. For purposes of this bond, Claimant means only those persons for whose protection a payment bond is to be furnished pursuant to the provisions of the Little Miller Act, State Finance and Procurement Article, Section 17-101 through 17-110, Maryland Annotated Code.

WHEREAS, the above-named Principal has entered into a written contract known as _____ No. _____ dated _____, 20__, with the County for _____ (the "Agreement", the terms of which are hereby incorporated by reference; and

WHEREAS, as a condition of the Agreement and as required by the Anne Arundel County Code, Principal is required to provide security to the County for the payment of labor and materials in an amount that is equal to 50% of the approved cost estimate.

NOW, THEREFORE, the Principal and Surety are held and firmly bound unto the County for the use and benefit of the County and Claimant in the sum of \$_____ Dollars

DO NOT MAKE CHANGES TO THIS FORM. Three originals are required. Bonding company must be listed in federal register (Department of Treasury Publication 570).

(\$ _____), lawful money of the United States of America, for the payment of which sum of money the Principal and Surety do bind themselves and their personal representatives, legal representatives, successors, and assigns, jointly and severally, firmly by this labor and materials bond.

The conditions of this bond are as follows:

1. If the Principal shall promptly make payment to each and every Claimant for all labor, materials, supplies, and rental for equipment reasonably required and used or consumed in the performance of the Agreement, this obligation shall be null and void. Otherwise, it shall remain in full force and effect.

2. In the event of a default on the part of the Principal that may be the subject of a claim under this bond, the Claimant shall mail by certified mail to Surety at the address listed below a written statement that a claim is being made under the bond and, with substantial accuracy, the amount of the claim. Surety shall have no obligation under this bond until the notice of claim is mailed. The right of a Claimant to have and maintain an action upon this bond shall be in accord with and limited by the provisions of the Little Miller Act, State Finance and Procurement Article, Section 17-101 through 17-110 Maryland Annotated Code, including all notice and other requirements set forth in those sections.

3. When the conditions of Paragraph 2 have been satisfied, the Surety shall promptly and at the Surety's expense send an answer to the Claimant within 30 days after the date of the claim. The answer shall state the amounts that are undisputed and the basis for challenging any amounts that are disputed. The answer shall be accompanied by payment (or arrangements for immediate

DO NOT MAKE CHANGES TO THIS FORM. Three originals are required. Bonding company must be listed in federal register (Department of Treasury Publication 570).

payment) of any undisputed amounts. The amount of the bond shall be reduced by and to the extent of any payment or payments made in good faith by the Surety.

4. Surety expressly waives any right to receive notice of extensions of time or alterations or modifications to the Agreement that may be granted by the County and agreed upon by the Principal, and any such extensions, alterations, or modifications shall not affect the obligation of the Surety under this bond.

5. This bond is a specialty governed by the twelve-year statute of limitations period set forth in Maryland Courts and Judicial Proceedings Code Annotated, §5-102.

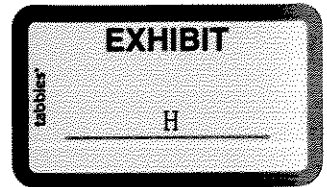
WITNESS OR ATTEST:

_____ (SEAL)
Type name of business entity, if applicable.

By: _____ (SEAL)
PRINCIPAL
Type Name: _____
Type Title: _____
Date: _____

_____ (SEAL)
Type name of business entity.

By: _____ (SEAL)
SURETY
Type Name: _____
Type Title: _____
Type Address: _____
Date: _____



ANNE ARUNDEL COUNTY, MARYLAND

BOND NO. _____

AGREEMENT NO. _____

MAINTENANCE BOND

THIS MAINTENANCE BOND is entered into on this _____ day of _____, 200____, by and between _____ as principal ("Principal") and _____, a business entity that is authorized to transact business in the State of Maryland and is organized and existing under the laws of the State of _____, as surety ("Surety"). Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland, is the Obligee.

WHEREAS, the above-named Principal has entered into a written contract known as _____ No. _____ dated _____, 20__ with Obligee for _____ (the "Agreement"), the terms of which are hereby incorporated by reference; and

WHEREAS, Principal has completed construction under the Agreement; and

WHEREAS, the Agreement and the Anne Arundel County Code include a warranty on the quality of the work performed that runs for a period of two years from the date of the County's acceptance of the public improvements and that runs for one additional year beyond the original two-year period if any repair or restoration is done during the warranty period; and

WHEREAS, Principal is required to cause this instrument to be executed and delivered to Obligee as security for maintenance during the warranty period in an amount equal to 10% of the approved cost estimate.

DO NOT MAKE CHANGES TO THIS FORM. Three originals are required. Bonding company must be listed in federal register (Department of Treasury Publication 570).

NOW, THEREFORE, the Principal and Surety are held and firmly bound unto the Obligee in the sum of \$ _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum of money the Principal and Surety do bind themselves and their personal representatives, legal representatives, successors, and assigns, jointly and severally, firmly by this maintenance bond.

The conditions of this bond are as follows:

1. If the Principal shall perform and accomplish all matters and things required under the warranty in the time and manner required or if the Surety shall pay over, make good, and reimburse the Obligee within 30 days after the date of a demand by Obligee, this obligation shall be void. Otherwise, it shall remain in full force and effect.

2. In the event of a default on the part of the Principal that may be the subject of a claim under this bond, Obligee shall mail by certified mail to Surety at the address listed below a written statement that a claim is being made under the bond and, with substantial accuracy, the amount of the claim. Surety shall have no obligation to Obligee under this bond until the notice of claim is mailed.

3. When the Obligee has satisfied the condition of Paragraph 2 that a notice of claim be mailed, the Surety shall promptly and at the Surety's expense send an answer to Obligee within 30 days after the date of the claim. The answer shall state the amounts that are undisputed and the basis for challenging any amounts that are disputed. The answer shall be accompanied by payment (or arrangements for immediate payment) of any undisputed amounts. The amount

DO NOT MAKE CHANGES TO THIS FORM. Three originals are required. Bonding company must be listed in federal register (Department of Treasury Publication 570).

owed under this bond shall bear interest at the rate of 6% per year beginning on the 31st day after the date of the Obligee's claim.

4. Surety expressly waives any right to receive notice of extensions of time or alterations or modifications to the Agreement that may be granted by Obligee and agreed upon by Principal, and any such extensions, alterations, or modifications shall not affect the obligation of the Surety under this bond.

5. This bond is a specialty governed by the twelve-year statute of limitations period set forth in Maryland Courts and Judicial Proceedings Code Annotated, §5-102.

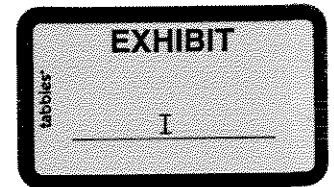
WITNESS OR ATTEST:

_____ (SEAL)
Type name of business entity, if applicable.

By: _____ (SEAL)
PRINCIPAL
Type Name: _____
Type Title: _____
Date: _____

_____ (SEAL)
Type name of business entity.

By: _____ (SEAL)
SURETY
Type Name: _____
Type Title: _____
Type Address: _____
Date: _____



DAVID M. KOCHANSKI · ATTORNEY
T 301.230.5211 E dkochanski@shulmanrogers.com

July 9, 2010

Director
Anne Arundel County
2664 Riva Road
Annapolis, MD 21401

Re: Odenton Town Center at Seven Oaks
Our File No. 29-004-395

Dear Sir/Madame:

CERTIFICATE OF TITLE

Fee simple record title to the real property described on Exhibit "A" attached hereto and incorporated herein, is vested in Halle Development, Inc., free and clear of all liens and encumbrances, except as follows:

DESCRIPTION: All that lot, piece or parcel of land situate, lying and being in the 4th Assessment District of Anne Arundel County, Maryland, being more particularly described as follows:

See attached Exhibit "A"

Said land being shown on Plats entitled, "SEVEN OAKS, RESERVE PARCEL 6 AND 16 AND PASSIVE RECREATION AREA", Plats One and Two, recorded in Plat Book 233 at pages 41 and 42 and "SEVEN OAKS (REVISED)", Plats One, Two and Six, recorded in Plat Book 113 at pages 31, 32 and 36.

Being part of the same property described in a deed recorded September 10, 1987 in Liber 4451 at folio 864, deed recorded September 10, 1987 in Liber 4451 at folio 339, and deed recorded December 7, 2007 in Liber 19726 at folio 172.

MORTGAGE AND/OR DEEDS OF TRUST:

None

RIGHTS OF WAY:

Rights and restrictions by virtue of Deeds recorded in Liber 1271 at folio 542, Liber 1466 at folios 357 and 361, Liber 4782 at folio 498 and Liber 4923 at folio 428.

Rights of State Roads Commission of Maryland by virtue of Deeds recorded in Liber JHH 274 at folio 239 and Liber JHH 274 at folio 242.

Rights of Baltimore Gas and Electric Company by virtue of instruments recorded in Liber 1032 at folio 003, Liber 2713 at folio 848, Liber 4376 at folio 435, Liber 4376 at folio 437, Liber 4519 at folio 155, and Liber 4562 at folio 803.

Rights of Chesapeake & Potomac Telephone Company by virtue of instruments recorded in Liber GW 133 at folio 213, Liber 4376 at folio 439, Liber 4391 at folio 497, and Liber 4534 at folio 157.

Rights and restrictions contained in Boundary Agreement recorded in Liber GW 26 at folio 55.

Rights of ingress and egress by virtue of instrument recorded in Liber 288 at folio 491.

Rights and restrictions contained in instruments recorded in Liber 1356 at folio 591 and Liber 2151 at folio 440.

Rights and restrictions contained in instruments recorded in Liber 1565 at folio 368, Liber 2130 at folio 440, Liber 2130 at folio 482, Liber 4535 at folio 104, Liber 4535 at folio 123, Liber 4556 at folio 684, Liber 4556 at folio 699, Liber 4556 at folio 713, Liber 4694 at folio 409 and Liber 4775 at folio 245 (water and sewer facilities and charges).

Rights and restrictions contained in instrument recorded in Liber 4556 at folio 729 (public utilities).

Rights and restrictions contained in an Agreement for Storm Water Management Facility recorded in Liber 4759 at folio 499.

Rights and restrictions contained in a Subdivision Agreement and Quality Assurance Agreement recorded in Liber 4777 at folio 129 and a Traffic Agreement recorded in Liber 4777 at folio 124.

Rights and restrictions contained in a School Facility Agreement recorded in Liber 4818 at folio 743.

Rights and restrictions contained in an Agreement recorded in Liber 4940 at folio 382 and amended in Liber 9204 at folio 649, Deed recorded in Liber 9616 at folio 570 regarding recreational area.

Rights and restrictions contained in Declaration of Covenants recorded in Liber 4391 at folio 521, Liber 4854 at folio 392, Liber 4858 at folio 661, Liber 5083 at folio 811, Liber 6758 at folio 500, Liber 9783 at folio 452, Liber 10261 at folio 95, Liber 10935 at folio 353.

100 year flood plane and non-tidal wetlands and minimum building restriction lines, per recorded plat of subdivision.

Inspection Agreements for completion of sewer and water facilities recorded in Liber 4556 at folio 721 and Liber 4561 at folio 553.

Compliance with Storm Water Management Bill No. 87-94 and Noise Mitigation from Route 32 per Council Bill No. 5-98.

Inspection Agreements, Public Works Agreements and Utility Agreements per recorded plat of subdivision.

Terms, conditions, restrictive easements and other matters set forth on recorded plats of subdivision.

Twenty-five foot (25') undisturbed wetland buffer and one hundred foot (100') undisturbed from stream bed edge, per recorded plat of subdivision.

Memorandum of Agreement between Halle Development and Reliable Contracting Co. Profit Sharing Trust regarding Wetland Permits recorded in Liber 17948 at folio 371.

Inspection and Maintenance Agreement between Halle Development, Inc. and Anne Arundel County, Maryland dated April 30, 2008, recorded May 7, 2008 among the Land Records of Anne Arundel County, Maryland in Liber 20129 at folio 123.

Partial Release of Memorandum of Agreement between Halle Development, Inc., Reliable Contracting Company, Inc. Profit Sharing Trust and Odenton Investments, LLC dated March 10, 2010, recorded March 18, 2010 among the Land Records of Anne Arundel County, Maryland in Liber 22102, folio 274.

Anne Arundel County

July 9, 2010

Page 4

TAXES:

Lien for taxes, assessments and other public charges.

This Title Certificate does not certify against any unrecorded liens or encumbrances and is further subject to unrecorded easements on above or below the surface, discrepancies or conflicts in boundary lines, shortages in area, encroachments or any state of facts which would be disclosed by a current and accurate survey of the above property. This Title Certificate is issued only to the County and is as of June 16, 2010 and does not indicate anything after this date.

The information in this letter reflects information abstracted from the Land Records of Anne Arundel County through June 16, 2010 and nothing further is represented. It is based on abstracts of title from Abstract Associates, Inc. and updated by Compass Research Group, LLC dated through June 16, 2010, and we accept no responsibility for matters not contained in said abstracts. The purpose of this letter is to inform Anne Arundel County of the identity of the owner and mortgage lien holder of the above property as of June 16, 2010 and nothing more is certified or represented. This Certificate of Title is issued for the sole use and benefit of Anne Arundel County, Maryland and may not be relied upon by anyone else.

Sincerely,
SHULMAN, ROGERS, GANDAL,
PORDY & ECKER, P.A.

By: 
David M. Kochanski

DMK/cam

S:\lawyers\92\HALLE\odenton town center-cert-2.doc

cc: Mr. Stephen N. Fleischman

EXHIBIT "A"
TAX MAP 21 GRID 16 PART OF PARCEL 53
TAX MAP 21 GRID 16 PART OF PARCEL 77
TAX MAP 21 GRID 22 PART OF PARCEL 373
PROPERTY OF HALLE DEVELOPMENT, INC.
FOURTH TAX ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

PARCEL ONE

Being a part of the property conveyed by Peter G. Byrnes, Thomas I. Baldwin, Ernest J. Litty, Jr., William E. Dixon and Philip E. Ratcliffe, Trustees, to Halle Development, Inc., a Maryland corporation, by deed dated September 10, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4451 at Folio 864;

Also being a part of Reserve Parcel 15 as shown on a plat of subdivision entitled "Plat 6 of 7, Seven Oaks (revised), recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 113 at Page 36 as Plat Number 5960. The same being all of that portion of Reserve Parcel 15 that lies to the east of the state road taking of Maryland Route 32, and being more particularly described as follows:

Beginning for the same at a point at the beginning of the southerly or South 44°23'49" West, 542.14 foot plat line as shown on the aforesaid plat, thence running with the outline of said Reserve Parcel 15 by the following three (3) courses as now surveyed

1. South 44°22'40" West, 541.49 feet to an iron pipe found, thence
2. North 52°11'18" West, 224.95 feet to a rebar found, thence
3. North 57°42'48" West, 161.75 feet to a rebar found on the southerly right of way line of Maryland Route 32, thence running with said right of way line as shown on Maryland State Roads Commission Plats 50201 and 50165 by the following six (6) courses
 4. North 50°12'41" East, 102.49 feet to a point, thence
 5. North 42°03'57" West, 163.72 feet to a point, thence
 6. North 52°37'32" East, 434.55 feet to a point, thence
 7. North 35°19'59" West, 5.00 feet to a point, thence
 8. 406.67 feet along the arc of a curve deflecting to the right, having a radius of 3,689.72 feet and a chord bearing and a chord of North 57°50'29" East, 406.46 feet to a point, thence
 9. South 29°00'02" East, 1.25 feet to a point on the easterly or South 04°09'53" East, 816.60 foot plat line of reserve Parcel 15 as shown on the aforesaid plat, said point being 307.72 feet from the northerly end thereof, thence running with the remainder of said line
10. South 04°09'53" East, 508.88 feet to the point of beginning; containing 353,863 square feet or 8.12 acres of land.

PARCEL TWO

Being a part of the property conveyed by Peter G. Byrnes, Thomas I. Baldwin, Ernest J. Litty, Jr., William E. Dixon and Philip E. Ratcliffe, Trustees, to Halle Development, Inc., a Maryland corporation, by deed dated September 10, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4451 at Folio 864;

Also being all of Reserve Parcel 16(R) as shown on a plat of subdivision entitled "Administrative Plat 2 of 2, Seven Oaks" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 233 at Page 42 as Plat Number 12218, and being more particularly described as follows:

Beginning for the same at a point at the beginning of the westerly or North 04°09'53" West, 559.30 foot plat line of Reserve Parcel 16(R) as shown on the aforesaid plat, thence running with the outline of said Reserve Parcel 16(R) by the following thirteen (13) courses as now surveyed

1. North 04°09'53" West, 559.30 feet to a point on the southerly right of way line of Maryland Route 32, thence running with said right of way line as shown on Maryland State Roads Commission Plats 50165 and 50166 by the following eight (8) courses
2. North 61°26'05" East, 266.93 feet to a point, thence
3. North 62°34'48" East, 97.88 feet to a point, thence
4. North 63°35'17" East, 97.99 feet to a point, thence
5. North 69°29'21" East, 293.40 feet to a point, thence
6. North 72°41'04" East, 293.42 feet to a point, thence
7. North 82°50'56" East, 390.77 feet to a point, thence
8. South 11°18'56" East, 90.00 feet to a point, thence
9. South 89°36'27" East, 102.83 feet to a point on the westerly right of way line of Amtrack National Railroad Passenger Company as described in a deed recorded among the aforesaid Land Records in Liber 3236 at Folio 523, thence running with said westerly right of way line by the following three (3) courses
10. South 11°06'03" West, 956.58 feet to a point, thence
11. South 01°15'03" West, 163.68 feet to a point, thence
12. South 11°06'03" West, 418.94 feet to a rebar found, thence leaving said Amtrack right of way line
13. North 63°07'31" West, 1,304.03 feet to the point of beginning; containing 1,532,548 square feet or 35.18 acres of land.

PARCEL THREE

Being a part of the property conveyed by Mary L. Joseph, H. Paul Rome, Judith R. Kolker and Paula R. Rome, Personal Representatives of the Estate of Stuart H. Rome, to Halle Development, Inc., a Maryland corporation, by deed dated September 2, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4451 at Folio 339, and being more particularly described as follows:

Beginning for the same at a rebar found at the beginning of the first (1st) or South 11°06'03" West, 1,405.26 foot deed line as described in the aforesaid deed, thence running with the first (1st) through the fourth (4th) and a part of the fifth (5th) deed lines by the following five (5) courses as now surveyed

1. South 11°07'37" West, 1,407.39 feet to a rebar found, thence
2. North 78°51'46" West, 473.63 feet to a point, thence
3. South 06°48'16" West, 112.34 feet to an iron pipe found, thence
4. North 87°51'48" West, 171.00 feet to an iron pipe found, thence

5. South 06°51'44" West, 48.41 feet to a point, thence running so as to cross the property described in the aforesaid deed, and binding on the property conveyed by Halle Development, Inc. to Anne Arundel County, Maryland (Liber 19559 Folio 023) by the following two (2) courses
6. South 57°17'23" West, 73.74 feet to a point, thence
7. 215.26 feet along the arc of a curve deflecting to the left, having a radius of 680.00 feet and a chord bearing and a chord of South 48°13'15" West, 214.36 feet to a point on the seventh (7th) or North 56°30'27" West, 725.81 foot deed line as described in the aforesaid deed recorded in Liber 4451 at Folio 339, said point being 185.80 feet from an iron pipe found at the beginning thereof, thence running with the seventh (7th) through the fourteenth (14th) deed lines as described in said deed by the following eight (8) courses
8. North 56°28'17" West, 539.99 feet to an iron pipe found, thence
9. North 19°09'48" West, 588.44 feet to a concrete monument found, thence
10. North 57°37'35" West, 1,098.45 feet to a stone found, thence
11. North 50°12'41" East, 990.18 feet to a rebar found, thence
12. South 57°42'48" East, 161.75 feet to a rebar found, thence
13. South 52°11'18" East, 224.95 feet to an iron pipe found, thence
14. North 44°22'40" East, 567.55 feet to an iron pipe found, thence
15. South 63°07'31" East, 1,397.93 feet to the point of beginning; containing 3,495,035 square feet or 80.23 acres of land.

PARCEL FOUR

Being all of the property conveyed by Odenton Investments, LLC to Halle Development, Inc., a Maryland corporation, by deed dated October 19, 2007 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 19726 at Folio 172, and being more particularly described as follows:

Beginning for the same at an iron pipe found at the beginning of the first (1st) or South 87°55'36" East, 59.03 foot deed line as described in the aforesaid deed, thence running with the first (1st) through the fourth (4th) deed lines of said deed as now surveyed

1. South 87°51'48" East, 58.56 feet to a point, thence
2. 62.15 feet along the arc of a curve deflecting to the right, having a radius of 500.00 feet and a chord bearing and a chord of South 53°43'44" West, 62.11 feet to a point, thence
3. South 57°17'23" West, 16.91 feet to a point, thence
4. North 06°51'44" East, 48.41 feet to the point of beginning; containing 1,485 square feet or 0.03 of an acre of land.

(otc-1)

PARCEL FIVE

Part of Reserve Parcel 17, containing 7.61 acres, in the subdivision known as PLATS 1 THRU 7, SEVEN OAKS (REVISED), per Plat Book 113 at Plat 31 and 36, and recorded among the Land Records of Anne Arundel County, Maryland.