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RECIPROCAL EASEMENT AGREEMENT

Parcel Number: 11111111 Doc Type: Easements

THIS RECIPROCAL EASEMENT AGREEMENT (this "REA") is made as of May 2015 ("Effective Date"), by and between Inner Arbor Trust, Inc. ("IAT"), as expressly authorized by Columbia Association, Inc. ("CA"), and Merriweather Post Business Trust ("MPBT") and The Howard Research and Development Corporation ("HRD") (IAT, MPBT and HRD, collectively, the "Parties").

RECITALS:

WHEREAS. CA is the owner of all of Lot 23, as shown on the Plat of Revision entitled "Final Plat Columbia, Lots 13 and 23, Plat of Revision Town Center, Section 1" and recorded among the Land Records of Howard County Maryland ("Land Records") as Plat Nos. 13535 and 13536 and part of Lot 9B as shown on Plat of Subdivision entitled "Sheet 2 of 5, Columbia Town Center Subdivision, Section 1" and recorded among the Land Records in Plat book 12, folio 64 known as Symphony Woods ("Symphony Woods"); and

WHEREAS, pursuant to a resolution by CA dated February 14, 2013 which created IAT and approved its concept plan, CA and IAT entered into a certain Amended and Restated Declaration of Restrictive Covenants and Easement Agreement dated March 14, 2014, and recorded among the Land Records in Liber 15556, folio 377 ("IAT Easement"), pursuant to which CA granted to IAT certain rights over Symphony Woods for the purpose of developing, operating and maintaining the Inner Arbor Concept Plan, as more particularly described in the IAT Easement, including, but not limited to, the right to enter into agreements with MPBT and Operator in order to facilitate the development of the Inner Arbor Concept Plan in coordination with MPBT's renovation of the Pavilion on the MPBT Area (defined below) and the creation of shared use facilities such as restrooms and ADA accessible parking to service both Properties;

WHEREAS, MPBT is the owner of Lot 13 (the "MPP Area"), which is surrounded by Symphony Woods, as shown on the Plats entitled, "Columbia, Lots 12 and 13, A Resubdivision of Lots 10 and 11-B, Town Center, Section 1, Sheets 1 and 2 of 2," recorded among the Land Records as Plat Nos. 4305 and 4306; and

WHEREAS, HRD is the owner of Lot Nos. 11-C, 11-D, 11-E, 11-F and 11-G and Symphony Woods Road, all as shown on Plats entitled "Columbia, Resubdivision of Lot 11-A, Town Center, Section 1", recorded among the Land Records in Plat Book 30, folios 44 and 45 (the "HRD Property"); and Fee 75.0 Grantor Name: Inner Arbor Trust Reference/Control #: 204 LR - Easement (No-Taxes) Surcharge Total: 06/03/2015 SubTotal:

75 40 KD

Howard Co Columbia/CCØ5.Ø3.Ø9 Register Ø9 #4335469 CC0503 Howard Co WHEREAS, MPBT has entered into an Operating Agreement with It's My Amphitheater, Inc. ("Operator") to operate a first-class concert amphitheater on Lot 13 (the "Pavilion") for the purpose of producing Operator Events, the term of which commenced on November 1, 2014, subject to MPBT's right to terminate, and which is to run through October 31, 2024; and

WHEREAS, the Operating Agreement provides that MPBT shall have the right to use the Pavilion during the Off-Season (November 1 - March 31), and that MPBT and the Downtown Columbia Arts and Cultural Commission ("DCACC") shall each have the right to use the Pavilion at certain times during the Season ("Other Events"); and

WHEREAS, each of the Parties intends to redevelop its property (together, "Properties" and individually, "Property") in such a way that the shared use of certain portions of the Properties would enhance their use by the community and public in furtherance of the goals of the Downtown Columbia Plan enacted by Howard County on February 1, 2010 and the CA authored Merriweather Symphony Woods Neighborhood Design Guidelines that the Merriweather-Symphony Woods Neighborhood be cooperatively planned; and

WHEREAS, IAT and Operator have entered into a certain License and Operating Agreement (the "IAT-IMA Agreement"), pursuant to which IAT and Operator will exchange certain rights and agreements regarding shared use of portions of Symphony Woods and the MPP Area and permitting Operator to operate certain venues on Symphony Woods;

WHEREAS, for its first improvement of Symphony Woods, IAT intends to construct in 2015 and 2016 a stage and lawn amphitheater seating ("Chrysalis Stage") in a portion of Symphony Woods that is northeast of the MPP Area, as identified on Schedule 1 ("Chrysalis Use Area"); and

WHEREAS, the Parties wish to create certain reciprocal easements and obligations for the maintenance and repair of said easement areas serving the Properties and for other matters related to the Properties, as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the above recitals, which are deemed to be a substantive and material part of this Agreement (the "Agreement"), the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree and covenant as follows:

1. The Easement.

The easement areas covered by this Agreement ("Easement Areas") consist of the following areas of the Properties:

"Easement Area A" is a portion of the MPP Area which currently serves as the VIP parking area for the Pavilion, identified on Exhibit A attached hereto and made a part hereof. It is intended by the Parties that Easement Area A shall provide shared-use parking for the Pavilion, visitors to Symphony Woods, and patrons of the DCACC, subject to the use rights and priorities set forth in the Operating Agreement which shall govern any scheduling conflicts; provided, however, that use of Easement Area A for parking shall be exclusive to the party having rights to host any given event, namely, the Operator during programming hosted by Operator, pursuant to the Operating Agreement with MPBT, on the MPP Area ("MPP Event"), in the Chrysalis Use Area ("Chrysalis Event"), at both the Pavilion and the Chrysalis Use Area ("MPP-Chrysalis Event"), or on the MPP Area and Symphony Woods ("Festival Event"); MPBT during any MPP Event hosted by MPBT; DCACC during any MPP Event hosted by DCACC at the Pavilion; and IAT during a Chrysalis Event hosted by IAT and/or a third party through rights given to such party to host a Chrysalis Event by IAT or for an event in Symphony Woods which attracts two hundred (200) or more people ("Symphony Woods Event"). The host of an event shall have exclusive use of Easement Area A for parking for said event from ninety (90) minutes prior to the event until ninety (90) minutes after the event. Notwithstanding the foregoing, no party shall block the access to Symphony Woods by its use of the VIP parking area and such access route shall always be kept free and clear of any parked vehicles.

Easement Area A also encompasses a no-build area, as identified on <u>Exhibit A</u>, legally required for the erection of a future building, as shown on Schedule 1 ("Butterfly Building") on Symphony Woods adjacent to the boundary line between Symphony Woods and the MPP Area ("No-Build Easement Area") as identified on Exhibit A.

Easement Area A also encompasses an encroachment area allowing IAT to encroach on a portion of Easement Area A for stairs and other pedestrian circulation improvements for the Butterfly Building ("Encroachment Easement Area"), as identified on Exhibit A.

Easement Area A also encompasses an emergency access area as required for access by emergency vehicles over a portion of Easement Area A ("Emergency Access Easement Area"), as identified on Exhibit A.

B. "Easement Area B" is a portion of Symphony Woods upon which a small ADA-compliant parking lot currently exists, so identified on Exhibit B attached hereto and made a part hereof. Easement Area B is intended for a new, re-designed ADA-compliant parking area and access thereto for shared-use parking for the Pavilion, visitors to Symphony Woods, and patrons of the DCACC at all times subject to the same exclusivity rights as set forth in Section 1.A above for the parking in Easement Area A during events. Notwithstanding the foregoing, no party shall block the access to Symphony Woods by its use of the ADA compliant parking area and such access

route shall always be kept free and clear of any parked vehicles.

- C. "Easement Area C" is a portion of Symphony Woods on which the MPBT or the Operator will erect a permanent restroom building for the shared use for the Pavilion and Symphony Woods, identified on Exhibit C attached hereto and made a part hereof.
- D. "<u>Easement Areas D-1, D-2, D-3</u>" are comprised of portions of Symphony Woods on which MPBT or the Operator has erected and maintained fences to secure the MPP Area, so identified on <u>Exhibit D</u> attached hereto and made a part hereof.
- E. "<u>Easement Area E</u>" is comprised of a portion of Symphony Woods on which is located an access drive to the VIP parking area (Easement Area A), so identified on <u>Exhibit E</u> attached hereto and made a part hereof.
- F. "Easement Areas F-1 and F-2" are comprised of portions of the HRD Property upon which certain new water and sewer installations are required for the benefit of Symphony Woods and as identified on Exhibit F attached hereto and made a part hereof.
 - G. "Easement Area G" Intentionally Deleted.
- H. "Easement Area H" is comprised of a portion of Symphony Woods where curb cut access will be provided from the main MPP driveway leading from Little Patuxent Parkway to the land of HRD west of and adjacent to Symphony Woods, generally in the location shown on Exhibit H attached hereto and made a part hereof.
- I. "Easement Area I" is comprised of a portion of the MPP Area over which telecommunication providers, such as Verizon, Comcast and the County may require a utility easement to support the provision of telecom services to the new improvements on Symphony Woods, as identified on Exhibit I attached hereto and made a part hereof.
- J. "Easement Areas J-1 and J-2 J" are comprised of portions of Symphony Woods upon which additional parking areas and vehicular and pedestrian access ways are currently or will be located (J-1 being near the Farmhouse and J-2 being behind the Pavilion), identified on Exhibit J attached hereto and made a part hereof. It is intended by the Parties that Easement Areas J-1 and J-2 shall provide vehicular access, including fire department vehicles, and shared-use parking for the Pavilion, visitors to Symphony Woods, and patrons of the DCACC parking for the Pavilion, visitors to Symphony Woods, and patrons of the DCACC at all times subject to the exclusivity set forth during events in Section 1A.

2. Grant of Easements.

Easement Area A [aka VIP Parking Area]: MPBT hereby grants to IAT a perpetual, non-exclusive easement in, on, over and upon Easement Area A for the purposes of constructing and providing vehicular (including emergency vehicles) and pedestrian ingress and egress, parking for visitors to Symphony Woods during periods of time use of Easement Area A is not required by the Operator, MPBT or DCACC as set forth in Section 1(A), and as needed for operations during an event at Symphony Woods. Easement Area A is currently paved; however, IAT shall, at its expense, restripe the paving and modify the curb cuts as necessary to allow for emergency vehicle and truck access into the portion of Symphony Woods east of Easement Area A. MPBT shall not make any changes to the configuration or striping of the VIP Parking Lot without the prior consent of IAT, which consent shall not be unreasonably withheld. It is agreed that IAT withholding consent for such changes or modifications shall be reasonable if the change or modification reduces the number of ADA accessible parking spaces or materially affects the access for trucks and emergency vehicles. It is intended by the Parties that this Easement Area A shall provide shared-use for the Pavilion and Symphony Woods.

In addition to the aforesaid easement for parking and access, MPBT does hereby grant unto IAT a perpetual "no-build" easement over a portion of Easement Area A identified and described as the No-Build Easement Area. MPBT shall have the right to use the No-Build Easement area for any purpose consistent with this REA, provided, however, no building or other structure or improvement shall be erected by MPBT, IAT or any other party within the No-Build Easement Area which would cause the construction of the Butterfly Building to be in violation of any code, law, regulation or ordinance.

In addition to the aforesaid easements, MPBT does hereby grant a perpetual exclusive "encroachment" easement to IAT over a portion of Easement Area A identified and described as the Encroachment Easement Area for the encroachment of stairs and other pedestrian circulation improvements to service the Butterfly Building.

In addition to the aforesaid easements, MPBT does hereby grant a perpetual "emergency access" easement to IAT over a portion of Easement Area A identified and described as the Emergency Access Easement Area for the emergency vehicles to service Symphony Woods.

In addition to the aforesaid easements, MPBT does hereby grant unto IAT a temporary construction easement on, over and upon Easement Area A for the purpose of constructing the Chrysalis Stage and the Butterfly Building improvements in Symphony Woods.

MPBT shall have the **right to relocate** Easement Area A (*excluding* the No-Build, Encroachment and Emergency Access Easement Areas) one time during the term of this REA. In such event, MPBT shall substitute another easement area providing the same number and type of parking spaces comparable to that existing on Easement Area A in a location mutually agreeable to MPBT and IAT and approved by the County, and the Parties shall enter into an amendment to this REA, as necessary, to effect the release of Easement Area A and establishment of a comparable easement over the substitution easement area.

- Easement Area B [aka ADA Parking Area]: IAT hereby grants to MPBT a B. perpetual, non-exclusive easement in, on, over and upon Easement Area B for the purposes of constructing and providing a new, re-designed ADA-compliant parking lot and pedestrian ingress and egress for the Pavilion and Symphony Woods for shared use, such use to be subject to the rights of exclusivity set forth in Section 1.A above for the parking in Easement Area A. The Easement for Area B is not intended to negate or supersede the existing Deed of Easement recorded in the Land Records at Liber 968, Folio 716, but rather to supplement same. MPBT shall, at its sole cost, construct the parking area ("Parking Area B") in accordance with plans and specifications approved by IAT, which approval shall not be unreasonably withheld, conditioned or delayed, and by the appropriate agencies of Howard County, Maryland The Parties acknowledge that the Parking Area B has not yet (the "County"). received SDP approval from the County; therefore, this REA shall be amended, at the request of any Party, to modify the description of Easement Area B as necessary so as to encompass only the actual area occupied by Parking Area B, as designed and approved. MPBT (or Operator) shall be responsible for all maintenance and repair for Parking Area B, at its sole cost and expense.
- Easement Area C [aka Restroom Area]: IAT hereby grants unto MPBT a C. temporary non-exclusive construction easement on, over and upon Easement Area C for the purpose of constructing new restrooms in connection with the operation of the Pavilion and Symphony Woods (the "Area C Improvements"). IAT hereby grants a perpetual non-exclusive easement to MPBT for the purposes of operating the restrooms once constructed; provided, however, that this easement shall be subject to the same exclusivities as set forth in Section 1.A with regard to Easement Area A. The Parties acknowledge that the Area C Improvements have not yet received SDP approval from the County; therefore, this REA shall be amended, at the request of any Party, to modify the description of Easement Area C as necessary so as to encompass only the actual area occupied by the Area C Improvements, as designed and approved, plus any additional area as is needed for the temporary construction easement. MPBT shall maintain and repair the Area C Improvements in first class condition and MPBT or Operator shall clean the restrooms after every event that includes use of the Pavilion; provided, however, that IAT shall be directly responsible to cover the cost of cleaning the Area C Improvements if IAT makes such restrooms available to the public at times other than during MPP Events.

IAT reserves the right, at its expense, to remove and/or replace the Area C Improvements, during MPP's off-season, so long as IAT constructs new improvements which provide substantially similar restrooms (i.e. accessible from the outside, ADA compliant, convenient, no smaller, and of similar configuration) in a location in the same general proximity to the MPP Area as Easement Area C for use in the operation of the Pavilion ("Replacement Restrooms"). If IAT constructs a building with Replacement Restrooms and removes the Easement Area C Improvements constructed pursuant to this REA, this REA shall be amended by the Parties, to modify the description of Easement Area C as necessary so as to encompass only the actual area occupied by the Replacement Restrooms, and MPBT's responsibility for maintenance shall apply only to the Replacement Restrooms and not to any additional areas of such new improvement.

- D. <u>Easement Areas D-1, D-2, and D-3 [aka Fenceline Areas]</u>. IAT hereby grants unto MPBT a perpetual, exclusive easement in, on, over and upon Easement Area D-1, D-2 and D-3 for the purpose of erecting and maintaining fences to secure, operate and allow emergency vehicles to access the MPP Area (collectively, the "Fenceline Easements").
- Easement Area E [aka VIP Access Drive]. Easement Area E and the MPP E. Area are currently served by an access drive ("VIP Access Drive") located on Symphony Woods constructed mostly within an existing easement area granted by CA to MPBT pursuant to that certain Easement Agreement dated October 19, 1979 and recorded in Liber 968 Folio 722. The existing pavement of the VIP Access Drive currently encroaches on parts of Symphony Woods which are not part of the existing easement for the VIP Access Drive. IAT hereby grants a perpetual, non-exclusive easement unto MPBT for the general purpose of ingress, egress, and access, pedestrian and by means of all forms of vehicles over Easement Area E. The Parties acknowledge that modifications to the VIP Access Drive have not yet received SDP approval from the County; therefore, this REA shall be amended, at the request of either party, to modify the description of Easement Area E as necessary so as to encompass only the actual area occupied by the VIP Access Drive, as designed and approved.

IAT shall be responsible, at its sole cost and expense, for performing all improvements to the VIP Access Drive required by the County pursuant to IAT's SDP. To the extent that the County requires any additional improvements, alterations or upgrades to such the VIP Access Drive to allow for improved emergency vehicle access or otherwise to comply with any code or regulation, MPBT shall be responsible to perform such work, at its sole cost and expense. MPBT or Operator shall continue to be responsible for all maintenance and repair of the VIP Access Drive.

IAT reserves the right in, on and over Easement Area E, including, but not limited to, use of the VIP Access Drive, on a non-exclusive basis for the general

purpose of ingress, egress, and access, pedestrian and by means of all forms of vehicles over Easement Area E; provided, however, no use of Easement Area E by IAT shall impede MPBT's exercise of its rights to use the VIP Access Drive.

<u>F. Easement Area F-1 and F-2 [aka Water and Sewer Easement]</u>. HRD hereby agrees to grant to the County easement(s) for water and sewer within Easement Areas F-1 and F-2 by executing the standard form developer agreement and ancillary documents provided by the County for the installation of the water and sewer improvements. HRD shall grant to IAT a temporary, non-exclusive construction easement over Easement Area F-1 and F-2 for the completion of the water and sewer improvements, at IAT's expense, which improvements must be completed within six (6) months after notice from HRD that it has received letters from the County that its road plans are technically complete.

G. Intentionally deleted.

- H. Easement Area H [HRD Curb Cut]. IAT hereby agrees to grant to HRD a perpetual, non-exclusive easement for a then-standard width curb cut and driveway connection and access in, on, over and upon a portion of Easement Area H, in a location approved by IAT, which approval shall not be unreasonably withheld, and in a location approved by the County, for the purposes of providing vehicular (including emergency vehicles) and pedestrian ingress and egress, provided that HRD or MBPT shall replace any parking spaces permanently displaced by the installation of the curb cut and driveway. The Parties acknowledge that the improvements to be located in Easement Area H have not yet been engineered by HRD; therefore, this REA shall be amended, at the request of either party, to modify the description of Easement Area H as necessary so as to encompass only the actual area occupied by the HRD curb cut and driveway.
- I. Easement Area I [aka Telecommunication Easement]. MPBT hereby agrees to grant to telecommunication providers private utility easements for the installation of telecommunication lines required to support the extension of telecommunication services from the Farmhouse located on the MPP Area, as shown on Schedule 1, to the new improvements in Symphony Woods by executing the standard form easement agreement and ancillary documents provided by the telecommunication providers and reasonably acceptable to MPBT for the installation and extension of said telecommunication lines. In addition, if necessary, MPBT agrees to grant to the County a utility easement for the installation of telecommunication lines required to support the extension of the County utility/telecommunication lines from the Farmhouse located on the MPP Area to the new improvements in Symphony Woods by executing the standard form easement agreement and ancillary documents provided by the County and reasonably acceptable to MPBT for same.
- J. Easement Areas J-1 and J-2 [Additional Parking Easements]. IAT hereby grants to MPBT a perpetual, non-exclusive easement in, on, over and upon Easement

Area J-1 (Farmhouse parking area) for the purposes of providing vehicular (including emergency vehicles) and pedestrian ingress and egress and parking. MPBT (or Operator) shall be responsible for all maintenance and repair of Easement Area J-1, at its sole cost and expense. Easement Area J-1 shall be for shared-use parking subject to the same exclusivity during events as set forth in Section 1.A.

IAT hereby grants unto MPBT a temporary non-exclusive construction easement on, over and upon Easement Area J-2 (behind the Pavilion) for the purpose of constructing new shared-use parking in connection with the operation of the Pavilion and Symphony Woods. IAT hereby grants to MPBT (and Operator) a perpetual, nonexclusive easement in, on, over and upon those portions of Easement Area J-2 located on Symphony Woods for the purposes of providing vehicular (including emergency vehicles) and pedestrian ingress and egress and parking constructed in accordance with IAT's approved SDP. MPBT hereby grants to IAT a perpetual, non-exclusive easement in, on, over and upon those portions of Easement Area J-2 located on the MPP Area, for the purposes of providing vehicular (including emergency vehicles) and pedestrian ingress and egress and parking. These reciprocal easements as to J-2 shall be subject to the same exclusivities as set forth in Section 1.A with regard to Easement Area A. MPBT (or Operator) shall be responsible for all maintenance and repair of Easement Area J-2, at its sole cost and expense. The Parties acknowledge that the Area J-1 and Area J-2 improvements have not yet received SDP approval from the County; therefore, this REA shall be amended, at the request of either party, to modify the description of Easement Area J-1 and/or Easement Area J-2 as necessary so as to encompass only the actual area occupied by the Area J-1 and Area J-2 improvements, as designed and approved.

3. <u>Construction Standards</u>

In addition to any specific requirements regarding particular Easement Areas, set forth elsewhere in this Agreement, the following requirements shall apply to all construction by IAT or MPBT:

A. No new structure shall be erected nor any alteration or modifications made to existing structures by one party on the Property of the other, including the placement of any signs (collectively, "Improvement"), unless the other party shall have reviewed and approved plans and specifications for such Improvement, such approval not to be unreasonably withheld, conditioned or delayed for Improvements specifically permitted by this Agreement. All signs must conform in all respects to applicable sign ordinances, including, but not limited to, the Merriweather-Symphony Woods Neighborhood Design Guidelines (Signage Section). Signage is not allowed to be attached by any means whatsoever to any trees within any property which is the subject of this Agreement.

B. All construction activities performed on Symphony Woods shall be performed in compliance with all laws, rules, regulations, orders, and ordinances of

County, state, and federal governments, or any department or agency thereof, having jurisdiction over same and in strict conformity with the design specifications set forth for IAT's work under IAT's SDP for Symphony Woods as granted on November 20, 2014. Any variance from strict conformity with the proposed design and materials to be used for improvements, shall require IAT's consent, which may be granted or withheld in IAT's sole discretion.

- C. Construction activities shall be prosecuted so as to minimize interference with the use and enjoyment of the Properties or any of the Easement Areas over which an easement is granted under this Agreement.
- D. MPBT shall prepare, and IAT shall reasonably approve, logistical plans for MPBT's construction activities including the use of any portion of Symphony Woods as a staging area for construction of the restrooms in Easement Area C or the ADA parking in Easement Area B, which employ all commercially viable means to limit the use of heavy vehicles and equipment on Symphony Woods, which plan shall set forth the ingress and egress areas to be used by MPBT for its construction activities. All of MPBT's activities within Symphony Woods shall be subject to the landscaping approved as part of the approved SDP for Symphony Woods and each logistical plan will evidence that the landscaped areas shall be protected during any construction activities. At no time will any turf areas in Symphony Woods be used for parking vehicles or for parking trucks or equipment used as part of the construction activities. MPBT shall return all areas of Symphony Woods to as good a condition as existed prior to commencement of the construction activities, including, without limitation, any sodding, aerating and/or overseeding required to return the grassy areas to their condition prior to the construction activities, if necessary.

IAT agrees to prepare, and MPBT shall reasonably approve, logistical plans for IAT's construction activities so that MPBT is aware of the timing and impact of such activities, which plan shall set forth the ingress and egress areas to be used by IAT for its construction activities. To the extent that IAT uses the MPP Area and/or access routes through MPBT's Property for construction activities and causes any damage thereto, IAT shall return all areas of the MPP Area in as good a condition as prior to commencement of the construction activities.

E. The area upon which construction is occurring shall be kept in neat and orderly condition and the party performing the construction shall not allow the accumulation of waste or debris. The party performing the construction shall take all commercially reasonable measures to secure the construction site to ensure the safety of the public.

4. Maintenance

A. <u>Responsibility for Maintenance</u>. MPBT (or its Operator) shall have the responsibility for maintaining Easement Areas A, B, C (except as set forth in Section

2.C.), D, E, J1 and J2 and IAT shall have the responsibility for maintaining Easement Area H and I; provided, however, each party shall be responsible at its sole cost for repairing damage to any of the Easement Areas caused by that party or its Operator, agents, contractors, employees or invitees.

In the event any repairs or improvements are required to be made to any Easement Area by order of any government or agency of any government having jurisdiction over the Property or the use and/or occupancy of the Easement Area, the party responsible hereunder for such repairs or improvements shall comply with such order promptly following receipt of such order from either the appropriate governmental agency or the other party. The failure to make such repairs or improvements after reasonable notice of their necessity shall constitute a material breach of this Agreement for which the other party shall have the remedies for default set forth in Section 9 below.

- B. <u>Standard of Maintenance</u>. The party responsible for maintaining paved surfaces shall cause same to be kept clean, free of snow and ice and in good repair and parking lots shall be restriped, as needed. Any restriping of the Parking Area A, following the restriping by IAT described in Section 2.A., shall require the consent of IAT, which consent shall not be unreasonably withheld; provided, that it shall be deemed reasonable for IAT to withhold its consent if the restriping would cause Parking Area A to violate the ADA or any other applicable code or regulation, or materially impact the operation of the buildings to be built on Symphony Woods. All turf areas shall be kept mowed and in good condition. The interior and exterior of all buildings within an Easement Area shall be maintained in good and attractive condition and repair.
- Payment of Taxes. Each party shall pay or cause to be paid prior to delinquency, all taxes and assessments with respect to its Parcel and the improvements located thereon (including, without limitation, the assessment of Columbia Association, Inc. under the Declaration dated December 13, 1966 and recorded among the Land Records in Liber 463, folio 158) and any personal property owned or leased by such party on its Parcel, provided that if the taxes or assessments or any part thereof may be paid in installments, the party may pay each such installment as and when the same becomes due and payable, and, in any event, prior to the delinquency thereof. Notwithstanding the foregoing, MPBT (or Operator) and IAT shall split all taxes (50/50) which are assessed on any Improvements to be constructed which benefit both Parties. Nothing contained in this subsection shall prevent any party from contesting at its cost and expense any such taxes and assessments with respect to its Parcel in any manner such party elects, so long as such contest is maintained with reasonable diligence and in good faith; and at the time as such contest is concluded (allowing for appeal to the highest court of appeals), the contesting party promptly pays all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

6. Conduct of Operations

IAT and MPBT, for itself and Operator, (i) agree to comply with all applicable public and private laws, rules and regulations with respect to use of the Easement Areas; (ii) agree to obtain and keep in effect all licenses or permits that may be required for their respective operations; (iii) are responsible for determining the need for and obtaining any inspections, permits, and the like, required by the County, the State of Maryland, or any other state, federal or local law or regulation for any event when they are utilizing any Easement Area and for the payment of all fees and taxes that may be levied by any governmental jurisdiction upon the conduct of their respective operations on the Easement Areas; and (iv) shall coordinate their respective use of the non-exclusive Easement Areas in accordance with the exclusivity during events as set forth in Section 1.A so that use by one shall not unreasonably interfere with use by the other.

7. Indemnification

- A. MPBT agrees to indemnify and save harmless IAT and CA, and their respective directors, officers, agents and employees, from and against any and all claims, liens, actions, damages, liabilities and/or expenses, including costs and reasonable attorney's fees actually incurred in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or out of any action or inaction by MPBT under this Agreement or from or out of its occupancy and/or use of any Easement Area or any part thereof and occasioned by any act or omission of MPBT or its invitees, agents, servants, officers, contractors, employees or Operator's invitees, agents, servants, officers, contractors, employees, except to the extent caused by the negligent or tortious acts of the indemnified Party ("Indemnitee") or its invitees, agents, servants, officers, contractors or employees.
- B. IAT agrees to indemnify and save harmless MPBT and its affiliates, directors, officers, agents and employees, from and against any and all claims, liens, actions, damages, liabilities and/or expenses, including costs and reasonable attorney's fees actually incurred in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or out of any action or inaction by IAT under this Agreement or from or out of its occupancy and/or use of any Easement Area or any part thereof and occasioned by any act or omission of IAT or its invitees, agents, servants, officers, contractors, employees, except to the extent caused by the negligent or tortious acts of the Indemnitee or its invitees, agents, servants, officers, contractors or employees.
- C. No party shall allow the filing of a lien against the Property of another Party, and, in the event that either receives a Notice of Intent to File Lien, shall immediately take all steps necessary to prevent the filing of such a lien. In the event that a lien is actually filed, the party responsible for such lien shall immediately take all necessary steps to have such lien bonded or removed within thirty (30) days of

notice of its filing.

- D. It is expressly agreed that, except to the extent caused by a party's negligent or intentional acts or omissions, such party shall not be liable or responsible for:
 - (i) the quality, quantity, impairment, interruption, stoppage, or other interference with service involving water, heat, gas, electric current for lights and power, telephone or any other service or utility;
 - (ii) any hindrance, disturbance or termination of use of the Property;
 - (iii) any damage to property of the other party or of others located on the Easement Areas, nor for the loss of any property by theft or otherwise;
 - (iv) any injury or damage to persons or property resulting from (but not limited to) fire, explosion, steam, gas, electricity, water, weather, leaks from water or sewer lines, or from any other cause of whatsoever nature; or
 - (v) any damage caused by persons other than those for whom a party is responsible, occupants of adjacent property, or the public, or caused by operation or construction of any private, public or quasi-public work.
- E. It is expressly understood that any personal property kept or stored on any Easement Area by any party shall be stored or kept at such party's risk only, and such party shall hold the other party harmless from any and all claims arising out of damage to the same, except to the extent such claims arise out of the negligent acts or omissions or willful misconduct on the part of such other party or its contractors, agents, officers, employees or representatives.

8. Insurance

- A. MPBT (or its Operator) shall, at all times, keep Easement Areas A through E, H (during construction and, thereafter, on the actual area constructed), J-1, and J-2 and all improvements thereon insured throughout the term of this Agreement against the following under policies naming IAT and CA as additional insureds:
 - i. Loss or damage by fire and all other insurable risks, including, but not limited to, "broad form" extended coverage insurance, at replacement cost.

- ii. Claims for bodily and personal injury, death and property damage, under a comprehensive general liability insurance policy or policies, with limits not less than Two Million Dollars (\$3,000,000.00) per occurrence, and Five Million Dollars (\$5,000,000.00) in the aggregate. MPBT may fulfill this requirement through blanket or umbrella coverage.
- B. IAT shall carry a policy or policies of comprehensive general liability insurance applicable to Easement Areas A, B, C, and E; F during construction; H (other than actual improvements made thereto by HRD), J-1 and J-2 to cover claims for bodily and personal injury, death and property damage with limits not less than Three Million Dollars (\$3,000,000.00) per occurrence, and Five Million Dollars (\$5,000,000.00) in the aggregate. Such insurance shall name MPBT, HRD, DCACC, and Operator as additional insureds. IAT may fulfill this requirement through blanket or umbrella coverage. Prior to execution of this Agreement, IAT shall deliver to MPTB a Certificate of Insurance that reflects the above requirements.
- Each party shall require any contractor retained by it to perform C. work within an Easement Area to carry and maintain during such times as contractor is working in the Properties, and having commercially reasonable deductibles, (a) commercial general liability insurance policy, including, but not limited to, contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits per person and for each occurrence, of not less than Two Million Dollars (\$2,000,000), combined single limit, and with respect to personal injury and death and property damage, Four Million Dollars (\$4,000,000) general aggregate (occurrence form) and Two Million Dollars (\$2,000,000) aggregate products completed operations; (b) automobile liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage; and (c) worker's compensation insurance or similar insurance in form and amounts as required by law. The insurance requiredin this subsection shall name IAT, HRD, CA, MPBT, DCACC, and Operator as additional insureds, and may be satisfied by maintaining any combination of primary/underlying limits and umbrella/excess limits that are no less broad than the primary/underlying limits.
- D. All insurance provided for in this Agreement shall be effective under enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of Maryland.
- E. Each policy shall provide for at least thirty (30) days' notice to each Party of any change or cancellation thereof or if such clause cannot be

obtained from the insurer, the Party shall be responsible for notifying the other Party of any change or cancellation. Each Party shall deliver certificates of insurance evidencing the requisite coverage and payment of premium to the other Party annually by May 1.

F. Every five (5) years, the Parties shall review the policies required to be carried pursuant to this Agreement and the form and limits of said policies and shall amend this Section 8 to provide for insurance coverage which is customary for the uses of the Easement Areas contemplated by this Agreement in the local market. If the Parties cannot agree upon the appropriate insurance coverage for the Easement Areas at that time, the Parties shall appoint an independent risk manager to assess the reasonableness of the insurance coverage and said risk manager's determination shall be binding upon the Parties.

9. Default and Remedies

Each party may proceed at law or in equity to prevent the occurrence or continuance of any violation of any provision of this Agreement, provided such person delivers a notice of default to the defaulting party and the defaulting party fails to cure such default within thirty (30) days (or three (3) business days in the case of emergency) thereafter. All costs and expenses of prosecuting any proceeding at law or in equity brought to enforce the provisions of this Agreement, including reasonable attorneys' fees and expenses, shall be assessed against the party against whom a decision is rendered.

The remedies herein specified are cumulative and the specification of them will not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity, provided that in no event may the easements established, created or granted by this Agreement be canceled or terminated as a result of one or more defaults hereunder on the part of one or more of the Parties. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Agreement will be held to be a waiver by that party of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

In the event that any party commences litigation to enforce any provision of this Agreement, each party hereby waives the right to trial by jury.

10. Survival of Obligations

The respective rights, obligations, liabilities and agreements of the Parties shall be binding on and inure to the benefit of the Parties' underlying owners, successors and assigns. Notwithstanding the foregoing, either party may surrender its rights with respect to any of the Easement Areas upon written notice to the other

party, and upon such surrender, the surrendering party's obligations with respect to such Easement Area shall also cease

11. Applicable Laws

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Maryland and Howard County. The Parties hereto do hereby expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in state or federal court in Baltimore City, Maryland.

12. General Provision

- a. The signatories to this Agreement warrant that they have full and complete authority to enter into this Agreement.
- b. This Agreement shall run with the land and shall inure to the benefit of and create binding separate obligations on the Parties hereto, their respective successors and assigns.
- c. This Agreement shall constitute the entire agreement between the Parties hereto, and no variance or modification thereof shall be valid and enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.
- d. For the convenience of the Parties, this Agreement may be executed in several counterparts, which are in all respects similar and each of which shall be deemed to be complete in itself, so that any one may be introduced in evidence or used for any purpose without the production of the other counterparts.
- e. In the event of a conflict between this Agreement and any Addenda or Exhibits attached hereto, the terms of this Agreement shall govern.
- f. Any waiver of any breach of a term or condition of this Agreement shall not constitute a waiver of any other breach or any subsequent breach.

15. <u>Severability</u>

In the event that any part or provision of this Agreement shall be adjudged unlawful or unenforceable under Maryland law, the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

16. Notice

Any notices to be given hereunder shall be in writing and shall be deemed delivered when mailed, postage prepaid, by overnight express mail, certified

mail, return receipt requested or delivered in hand to the addresses set forth below.

If to IAT, to:

Inner Arbor Trust, Inc.
Suite 315 Century Plaza
10630 Little Patuxent Parkway
Columbia, MD 21044
Attn: Michael McCall

Copy to:

Kelliher & Salzer, LLC 10440 Little Patuxent Parkway, Suite 590 Columbia, Maryland 21044 Attention: Dan Kelliher

If to MPBT or HRD, to:

c/o The Howard Research And Development Corporation 10221 Wincopin Circle, Suite 300 Columbia, Maryland 21044 Attention: John DeWolf

Copy to:

The Howard Hughes Corporation 13355 Noel Road, 22nd Floor Dallas, TX 75240 Attn: General Counsel

17. <u>Authority to Represent, Further Assurances, and Cooperation</u>. IAT grants to MPBT the right to represent IAT before the County Planning Board and other agencies in connection with obtaining the necessary licenses and permits to construct the improvements contemplated herein on Symphony Woods. MPBT and IAT shall cooperate to ensure that as part of MPBT's submissions to the County for FDP and SDP approval the plans submitted shall cover enough property so that there is not any gap between the property which is the subject of MPBT's SDP approval and IAT's Property which has already received SDP approval.

The Parties agree to cooperate and execute any amendments to this Agreement that may become necessary due to a change of facts or circumstances and to provide third Parties any further assurances and clarifications with regard to the intentions and/or obligations set forth herein.

MPBT acknowledges that no portion of Symphony Woods which is zoned "Parkland" and is not currently being used for parking can be converted to a parking use unless and until, said property has been rezoned to "Arts and Entertainment". MPBT, at its sole cost and expense, shall be responsible for obtaining any and all rezoning or variances necessary to allow any such land in Symphony Woods to be converted to a parking use that is the subject of a specific easement granted hereunder. MPBT shall also be responsible, at its sole cost and expense, to ensure that a sufficient amount of property acceptable to CA in its sole discretion will be transferred to CA as "open space" in accordance with CA's customary practice, by MPBT or an affiliate of MPBT, to replace the open space taken up by the property within Symphony Woods which is being converted to an "Arts and Entertainment" designation to allow a parking use that is the subject of a specific easement granted hereunder. IAT grants to MPBT the right to represent IAT before the County Planning Board and other agencies in connection with obtaining the necessary rezoning of or variance for any property within Symphony Woods which will be converted to a parking use that is the subject of a specific easement granted hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

INNER ARBOR TRUST, INC.

Name:

Michael S. McCall

Title:

President and CEO

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

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

Notary Public

My Commission Expires

SHARON M. SINGLETON Notary Public-Maryland Anne Arundel County My Commission Expires July 01, 2018

ACKNOWLEDGEMENT:

Columbia Association, Inc. (CA) acknowledges that Inner Arbor Trust, Inc. (IAT) and Merriweather Post Business Trust have entered into this Reciprocal Easement Agreement and that IAT was authorized to do so pursuant to the terms of the Amended and Restated Declaration of Restrictive Covenants and Easement Agreement dated March 14, 2014 between CA and IAT.

COLUMBIA ASSOCIATION, INC.

Name:

eri Fanarøff

Title:

General Counsel

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this _______ day of _______, 2015, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Sheri Fanaroff, who acknowledged herself to be General Counsel of the COLUMBIA ASSOCIATION, INC., a corporation, and that she as such General Counsel, being authorized to do so, executed the foregoing Acknowledgement for the purposes therein contained.

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

My Commission Expires:

Notary Public

MERRIWEATHER POST BUSINESS TRUST

John DeWolf
Vice President

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 27th day of May 2015, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John DeWolf, who acknowledged himself to be Vice President of MERRIWEATHER POST BUSINESS TRUST, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing Agreement for the purposes therein contained and by signing the name of the corporation by himself as Vice President.

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

Notary Public

My Commission Expires: 6/7/16

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FINAL EXECUTION

(4-27-15)

THE HOWARD RESEARCH DEVELOPMENT CORPORATION

Vice President

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 27th day of May, 2015, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John DeWolf, who acknowledged himself to be Vice President of THE HOWARD RESEARCH DEVELOPMENT CORPORATION, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing Agreement for the purposes therein contained and by signing the name of the corporation by himself as Vice President.

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

My Commission Expires: 6/1/16

I HEREBY CERTIFY that the within instrument was prepared by, or under the supervision of, the undersigned, an attorney at law duly admitted to practice before the Court of Appeals of the State of Maryland,

Arianne H. Monroe

Attorney at Law

SCHEDULE 1

Chrysalis Use Area

[attached]

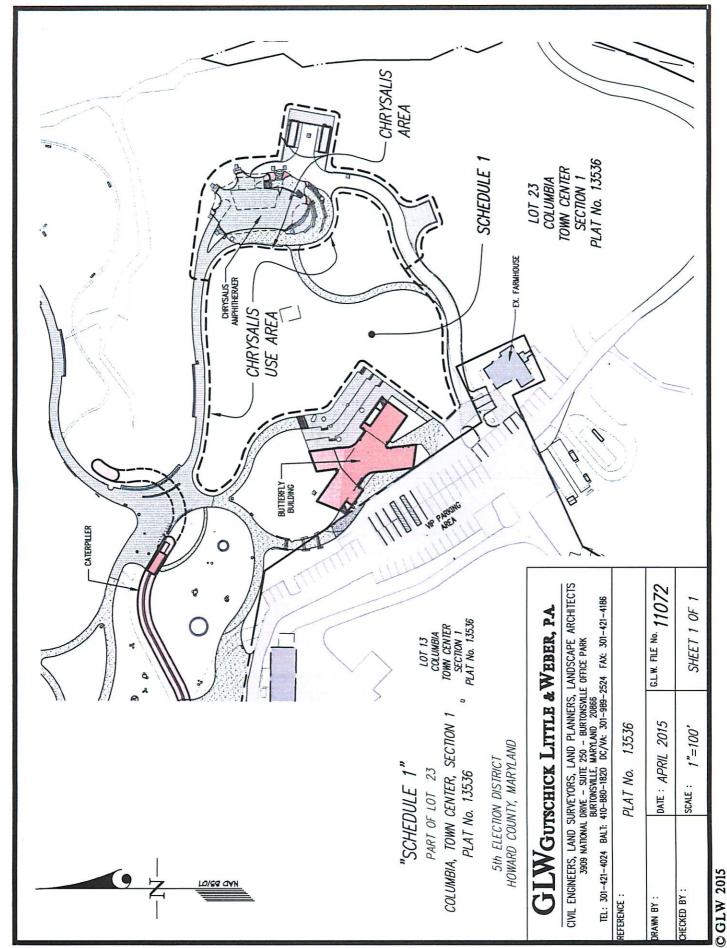
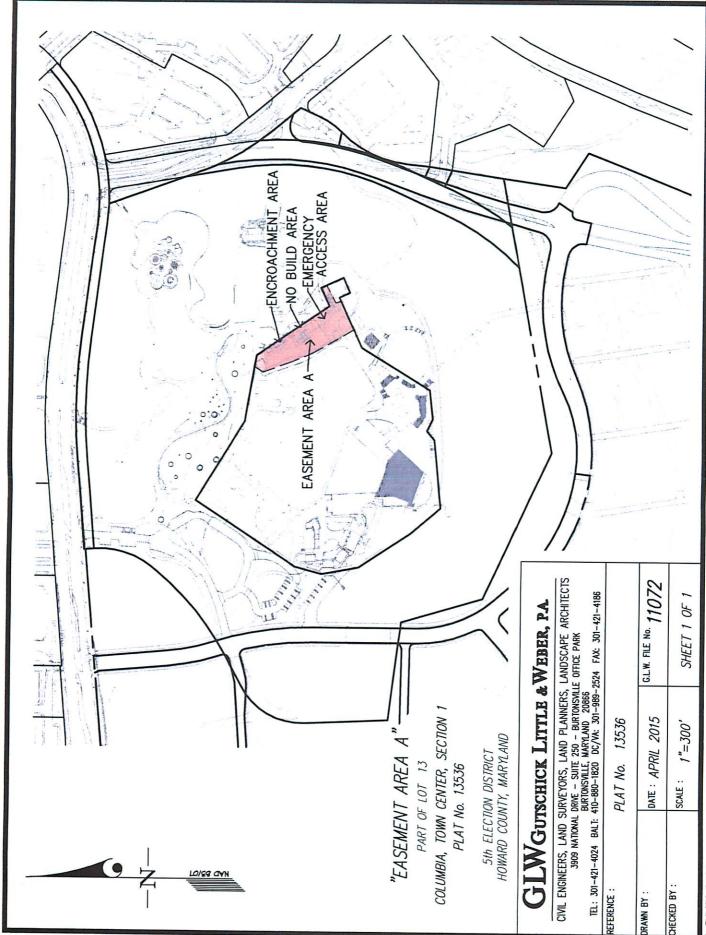


EXHIBIT A

Easement Area A [attached]



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GLW GUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA A"

PART OF LOT 13 COLUMBIA TOWN CENTER SECTION 1 PLAT No. 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 13, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the South 80°00'00" East, 215.00 foot line of said Lot 13, 36.05 feet from the southeasterly end thereof; thence running with part of the outline of Lot 13, the following four (4) courses and distances

- 1. South 79°59'23" East, 36.05 feet to a point; thence
- 2. South 33°55'57" East, 284.45 feet to a point; thence
- 3. North 65°06'20" East, 65.00 feet to a point; thence
- 4. South 24°53'40" East, 20.77 feet to a point; thence leaving said outline and running in, through, over and across-said Lot 13, the following two (2) courses and distances
- 5. South 62°16'10" West, 65.03 feet to a point; thence
- 6. South 24°59'52" East, 17.86 feet to a point lying on the South 65°05'43" West, 177.61 foot line of said Lot 13, 11.95 feet from the northeasterly end thereof; thence running with part of said line
- 7. South 65°06'20" West, 102.37 feet to a point; thence leaving the said line and running in, through, over and across the aforesaid Lot 13, the following four (4) courses and distances
- 8. North 29°39'13" West, 157.12 feet to a point; thence
- 9. North 21°42'05" West, 71.54 feet to a point; thence
- 10. North 19°45'05" West, 99.01 feet to a point; thence
- 11. North 34°21'55" East, 32.84 feet to the point of beginning; containing 31,111 square feet or 0.7142 of an acre of land.

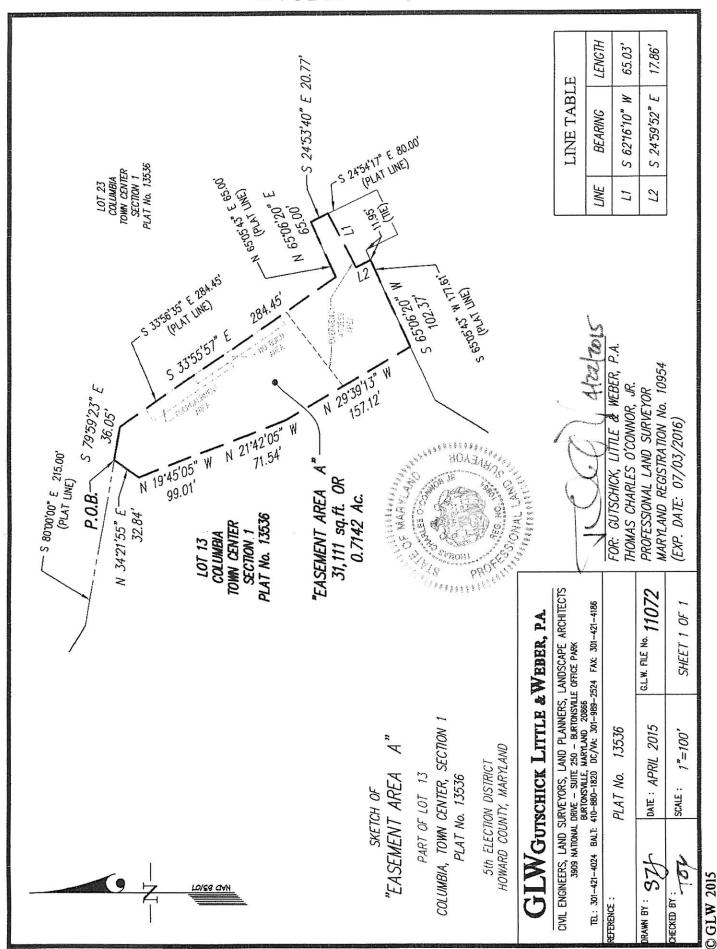
The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

For: Gutschick, Little & Weber, P.A.

Thomas Charles O'Connor, Jr. Professional Land Surveyor

MD Reg. No. 10954 (Exp. Date: 07/03/2016)

Of Manager of State o



WGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"NO BUILD EASEMENT AREA"

PART OF **LOT 13 COLUMBIA TOWN CENTER** SECTION 1 PLAT No. 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 13, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the South 33°56'35" East, 284.45 foot line of said Lot 13, 96.51 feet from the northwesterly end thereof; thence running with part of the outline of Lot 13. the following course and distance

- 1. South 33°55'57" East, 114.00 feet to a point; thence leaving said outline and running in. through, over and across said Lot 13, the following three (3) courses and distances
- 2. South 56°04'03" West, 10.00 feet to a point; thence
- 3. North 33°55'57" West, 114.00 feet to a point; thence
- 4. North 56°04'03" East, 10.00 feet to the point of beginning; containing 1,140 square feet or 0.0262 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

4/21/2015

For: Gutschick, Little & Weber, PM

Thomas Charles O'Connor, Jr Professional Land Surveyor

MD Reg. No. 10954 (Exp. Date: 07/03/2016)

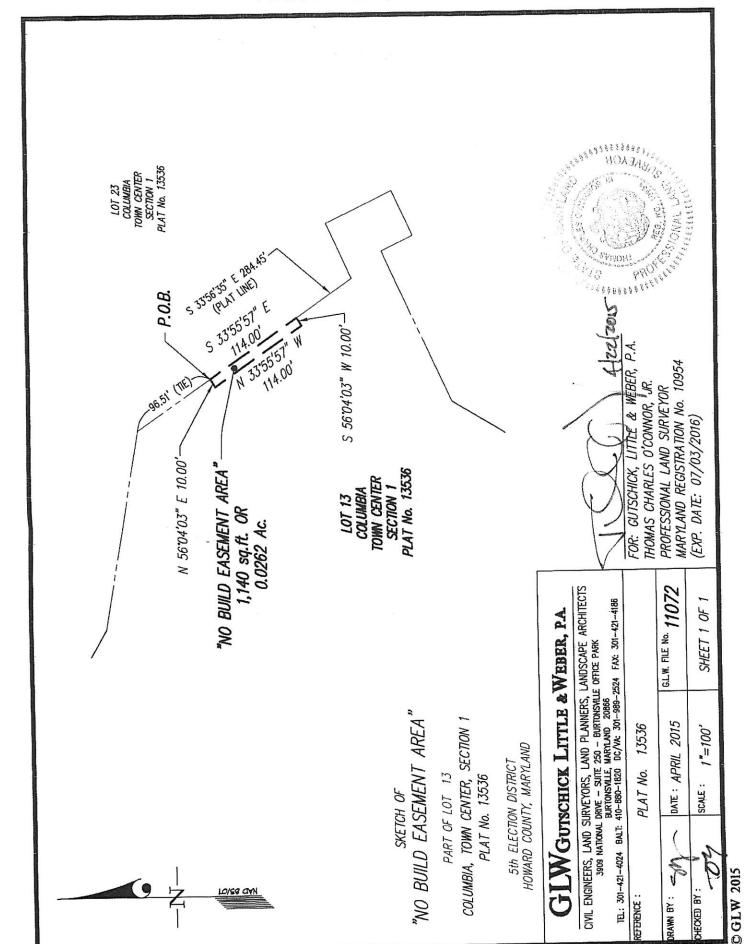
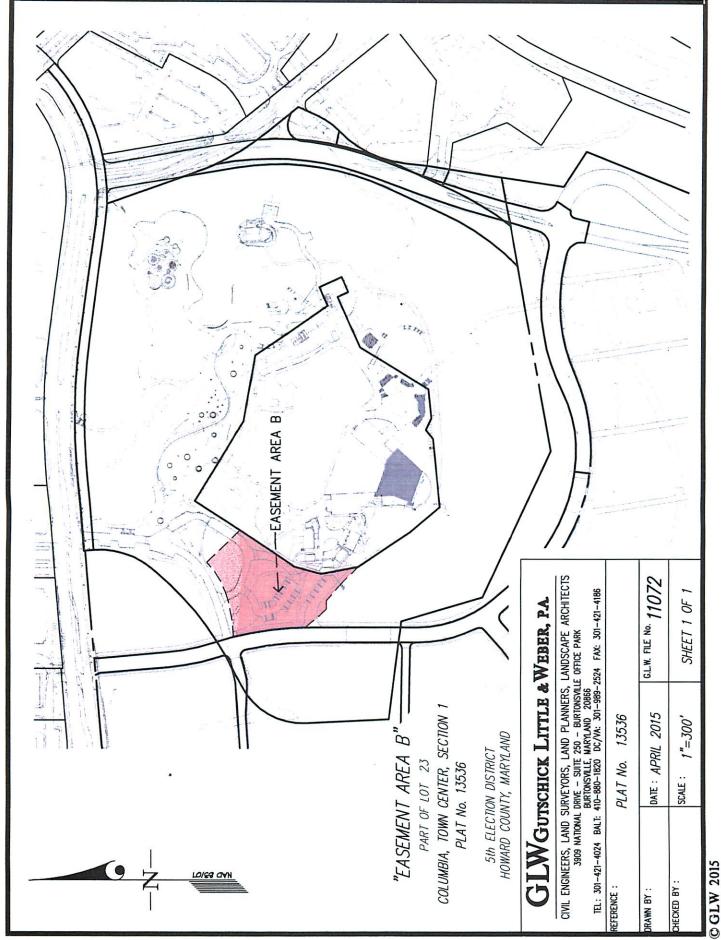


Exhibit B

Easement Area B [attached]



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V GUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA B"

PART OF LOT 23 COLUMBIA TOWN CENTER SECTION 1 PLAT No's. 13535 & 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 23, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No's. 13535 & 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the North 33°05'06" East, 385.40 foot line of said Lot 23, 212.45 feet from the southwesterly end thereof; thence running with part of the outline of Lot 23, the following three (3) courses and distances

- 1. South 33°05'43" West, 212.45 feet to a point; thence
- 2. South 14°42'30" West, 89.66 feet to a point; thence
- 3. South 10°23'23" East, 123.00 feet to a point; thence leaving said outline and running in, through, over and across said Lot 23, the following eight (8) courses and distances
- 4. North 44°25'32" West, 80.93 feet to a point; thence
- 5. North 48°58'10" West, 67.75 feet to a point; thence
- 6. South 90°00'00" West, 27.24 feet to a point; thence
- 7. 90.66 feet along the arc of a non-tangential curve deflecting to the right having a radius of 458.00 feet and a chord bearing and distance of North 39°36'03" West, 90.51 feet to a point; thence
- 8. 236.32 feet along the arc of a non-tangential curve deflecting to the left having a radius of 1,024.00 feet and a chord bearing and distance of North 07°30'17" West, 235.80 feet to a point; thence
- 9. 145.92 feet along the arc of a non-tangential curve deflecting to the left having a radius of 525.28 feet and a chord bearing and distance of North 79°57'54" East, 145.45 feet to a point; thence
- 10. 113.62 feet along the arc of a non-tangential curve deflecting to the left having a radius of 280.00 feet and a chord bearing and distance of North 57°47'27" East, 112.84 feet to a point; thence
- 11. South 43°50'02" East, 146.39 feet to the point of beginning; containing 84,426 square feet or 1.9382 acres of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

4/22/2015

For: Gutschick, Little & Weber, P.A.

Thomas Charles O'Connor, Jr. Professional Land Surveyor

MD Reg. No. 10954 (Exp. Date: 07/03/2016)

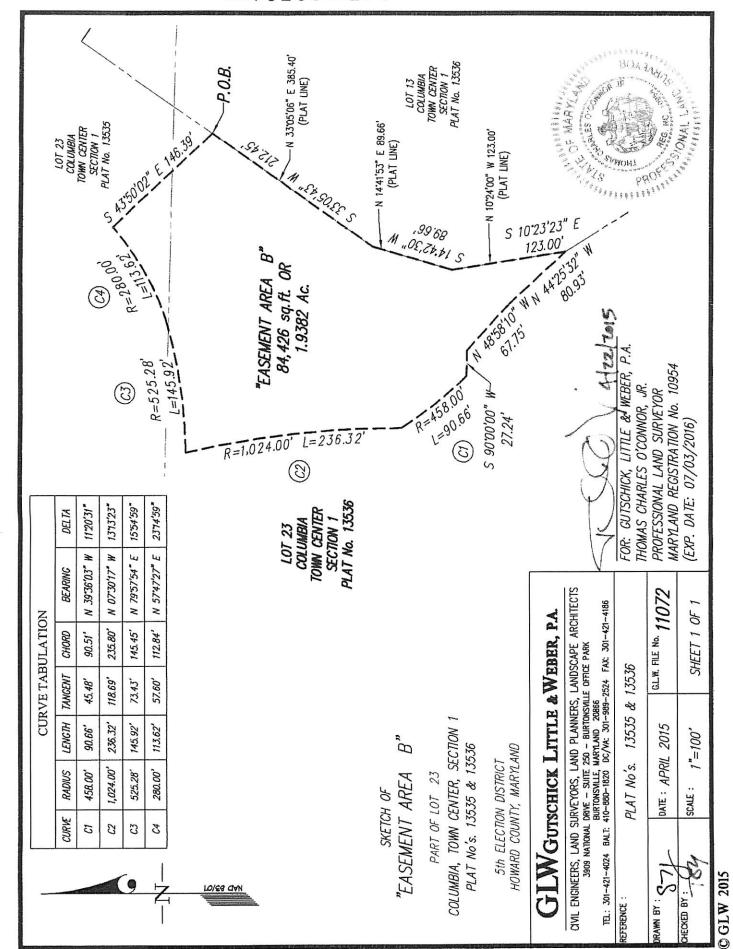
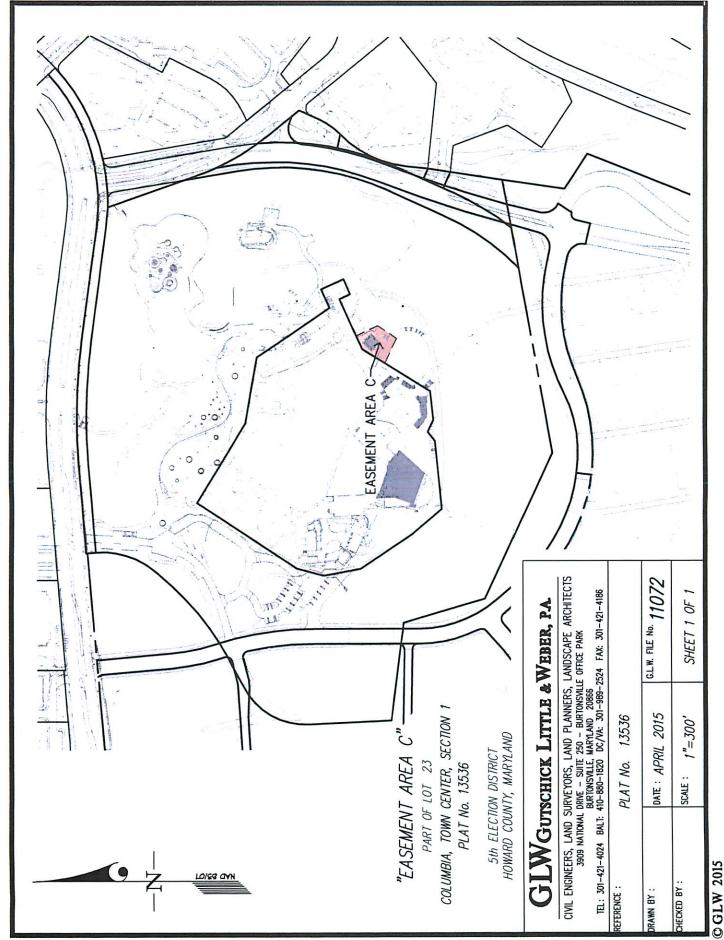


Exhibit C

Easement Area C [attached]



16235 FLII280

V GUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA C"

PART OF LOT 23 COLUMBIA TOWN CENTER SECTION 1 PLAT No. 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 23, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the South 31°00'05" West, 260.16 foot line of said Lot 23, 87.47 feet from the northeasterly end thereof; thence running with part of the outline of Lot 23. the following two (2) courses and distances

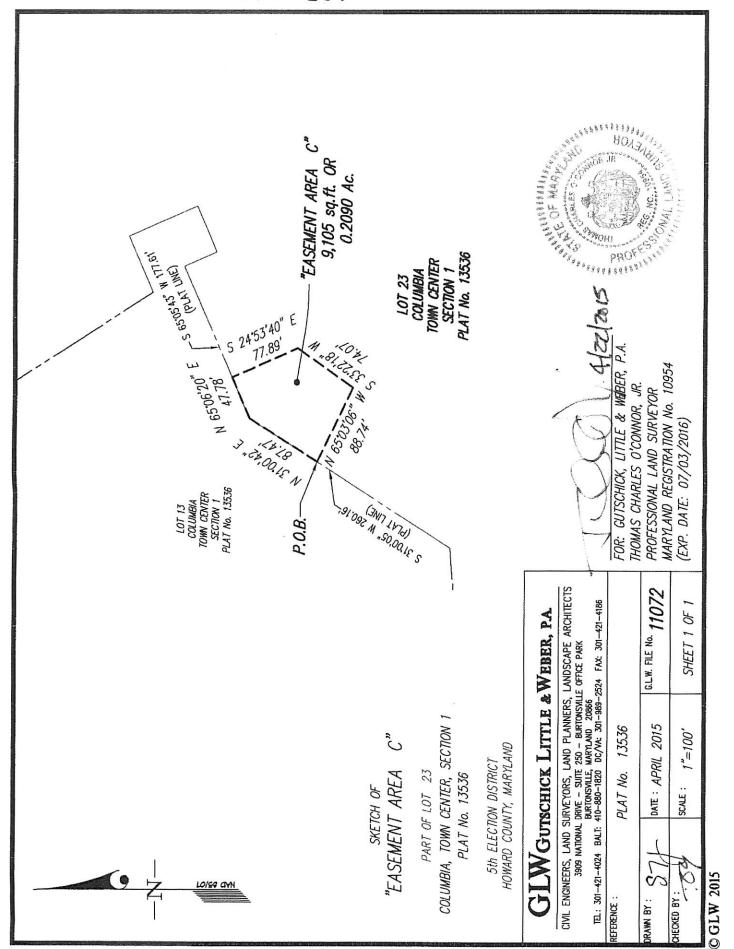
- 1. North 31°00'42" East, 87.47 feet to a point; thence
- 2. North 65°06'20" East, 47.78 feet to a point; thence leaving said outline and running in, through, over and across said Lot 23, the following three (3) courses and distances
- 3. South 24°53'40" East, 77.89 feet to a point; thence
- 4. South 33°22'18" West, 74.07 feet to a point; thence
- 5. North 65°03'06" West, 88.74 feet to the point of beginning; containing 9,105 square feet or 0.2090 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

For: Gutschick, Little & Weber, P.A.

Thomas Charles O'Connor, Jr.

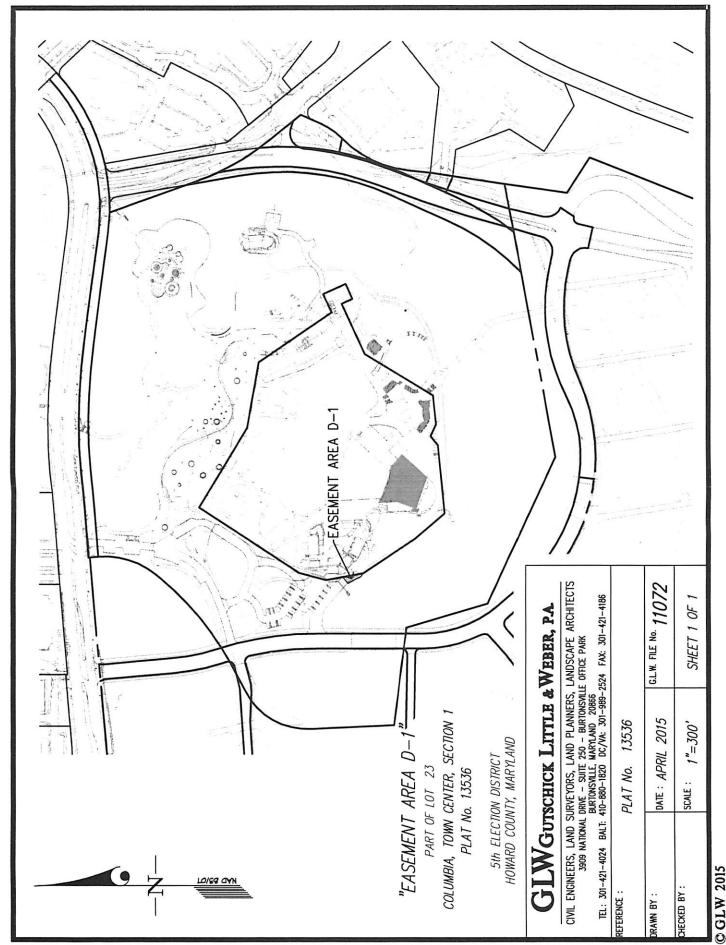
Professional Land Surveyor MD Reg. No. 10954 (Exp. Date: 07/03/2016)



(4-27-15)

Exhibit D

Easement Area D [attached]



LIBER 16235 FILIT 284

GUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS "EASEMENT AREA D-1"

> PART OF LOT 23 COLUMBIA TOWN CENTER SECTION 1 PLAT No. 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 23, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

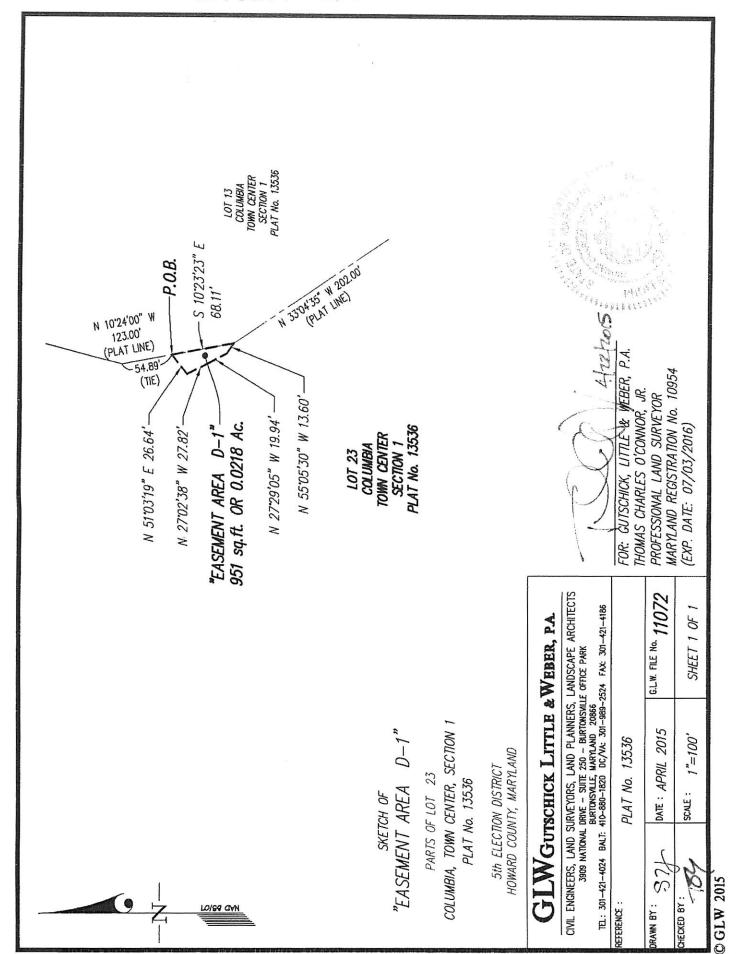
BEGINNING for the same at a point lying on the North 10°24'00" West, 123.00 foot line of said Lot 23, 54.89 feet from the northwesterly end thereof; thence running with part of the outline of Lot 23, reversely with the following course and distance

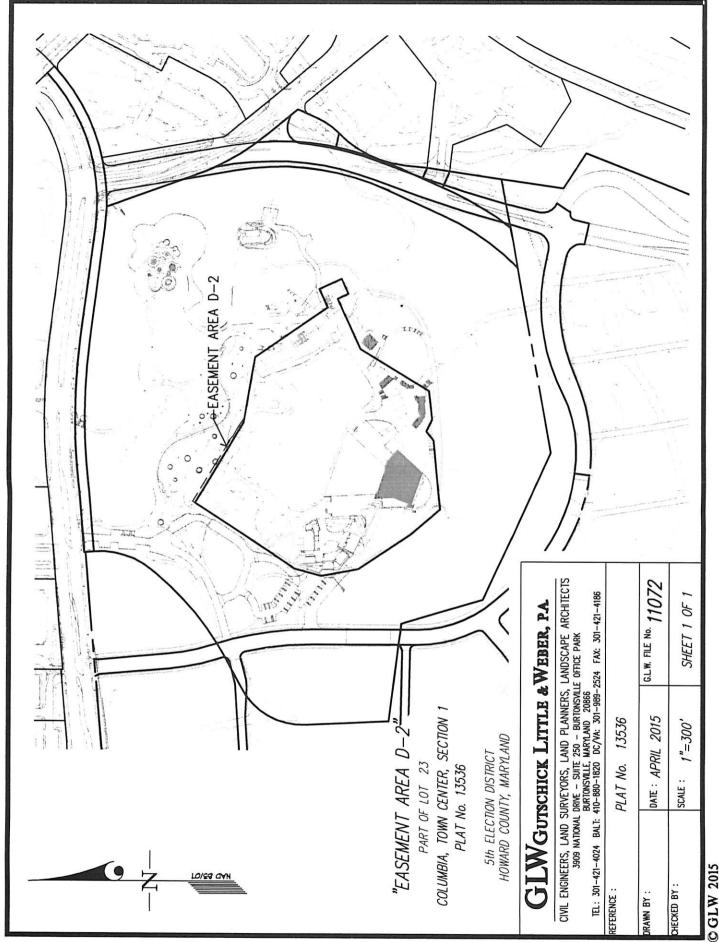
- 1. South 10°23'23" East, 68.11 feet to a point; thence leaving said outline and running in, through, over and across said Lot 23, the following four (4) courses and distances
- 2. North 55°05'30" West, 13.60 feet to a point; thence
- 3. North 27°29'05" West, 19.94 feet to a point; thence
- 4. North 27°02'38" West, 27.82 feet to a point; thence
- 5. North 51°03'19" East, 26.64 feet to the point of beginning; containing 951 square feet or 0.0218 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

For: Gutschick, Little & Weber, P.A.

Thomas Charles O'Connor, Jr. Professional Land Surveyor





LIBER | 6235 FOLIO 287

GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS "EASEMENT AREA D-2"

PART OF LOT 23 COLUMBIA TOWN CENTER SECTION 1 PLAT No's, 13535 & 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 23, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No's. 13535 & 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

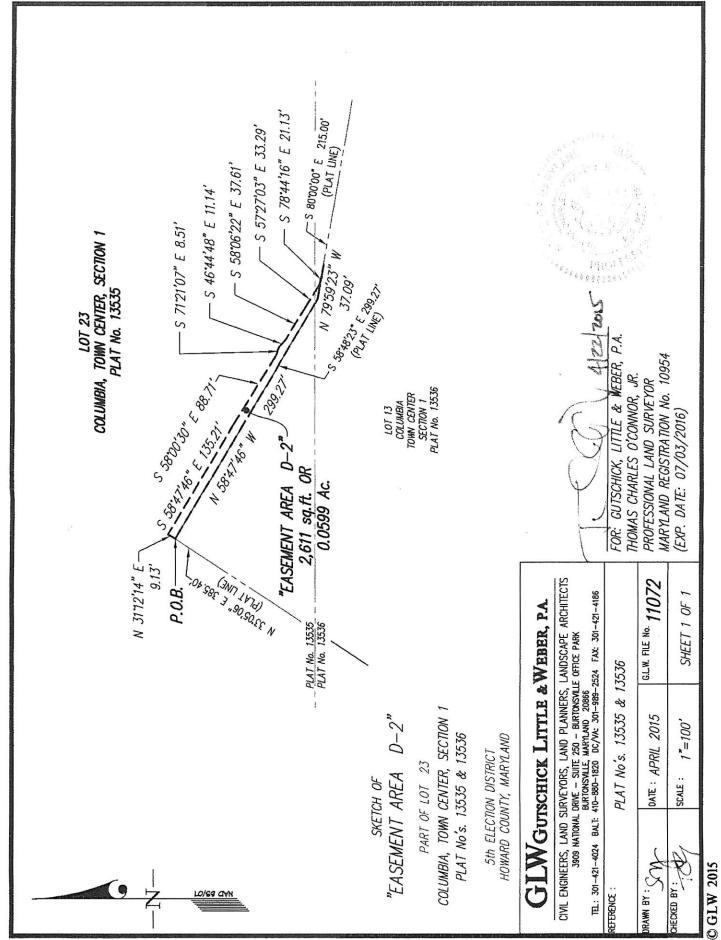
BEGINNING for the same at a point lying at the end of the North 33°05'06" East, 385.40 foot line of said Lot 23; thence leaving said outline and running in, through, over and across said Lot 23, the following eight (8) courses and distances

- 1. North 31°12'14" East, 9.13 feet to a point; thence
- 2. South 58°47'46" East, 135.21 feet to a point; thence
- 3. South 58°00'30" East, 88.71 feet to a point; thence
- 4. South 71°21'07" East, 8.51 feet to a point; thence
- 5. South 46°44'48" East, 11.14 feet to a point; thence
- 6. South 58°06'22" East, 37.61 feet to a point; thence
- 7. South 57°27'03" East, 33.29 feet to a point; thence
- 8. South 78°44'16" East, 21.13 feet to a point, said point lying on the South 80°00'00" East, 215.00 foot line of said Lot 23, 37.09 feet from the northwesterly end thereof; thence running with part of the outline of Lot 23, reversely with the following two (2) courses and distances
- 9. North 79°59'23" West, 37.09 feet to a point; thence
- 10. North 58°47'46" West, 299.27 feet to the point of beginning; containing 2,611 square feet or 0.0599 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

For: Gutschick, Little & Weber, RA.

Thomas Charles O'Connor, Jr. Professional Land Surveyor



LINER | 6235 FOLIO 290

GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS "EASEMENT AREA D-3"

PART OF LOT 23 COLUMBIA TOWN CENTER SECTION 1 PLAT No. 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 23, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the South 31°00'05" West, 260.16 foot line of said Lot 23, 67.16 feet from the southwesterly end thereof; thence running with said outline of Lot 23, reversely with the following two (2) courses and distances

- 1. North 31°00'42 East, 193.00 feet to a point; thence
- 2. North 65°06'20" East, 30.92 feet to a point; thence leaving said outline and running in, through, over and across said Lot 23, the following six (6) courses and distances
- 3. South 43°06'49" West, 14.22 feet to a point; thence
- 4. South 35°45'22" West, 16.16 feet to a point; thence
- 5. South 31°16'51" West, 52.98 feet to a point; thence
- 6. South 32°16'07" West, 50.53 feet to a point; thence
- 7. South 40°39'48" West, 40.12 feet to a point; thence
- 8. South 37°11'34" West, 45.82 feet to the point of beginning; containing 1,959 square feet or 0.0450 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

4/22/2015

For: Gutschick, Little & Weber, P.A.

Thomas Charles O'Connor, Jr. Professional Land Surveyor

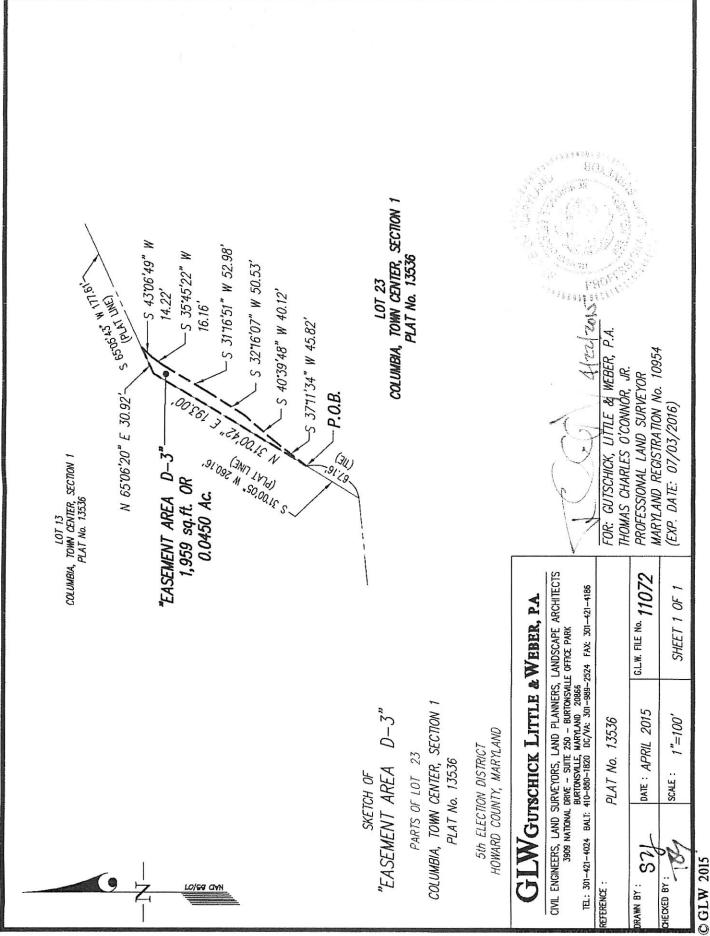
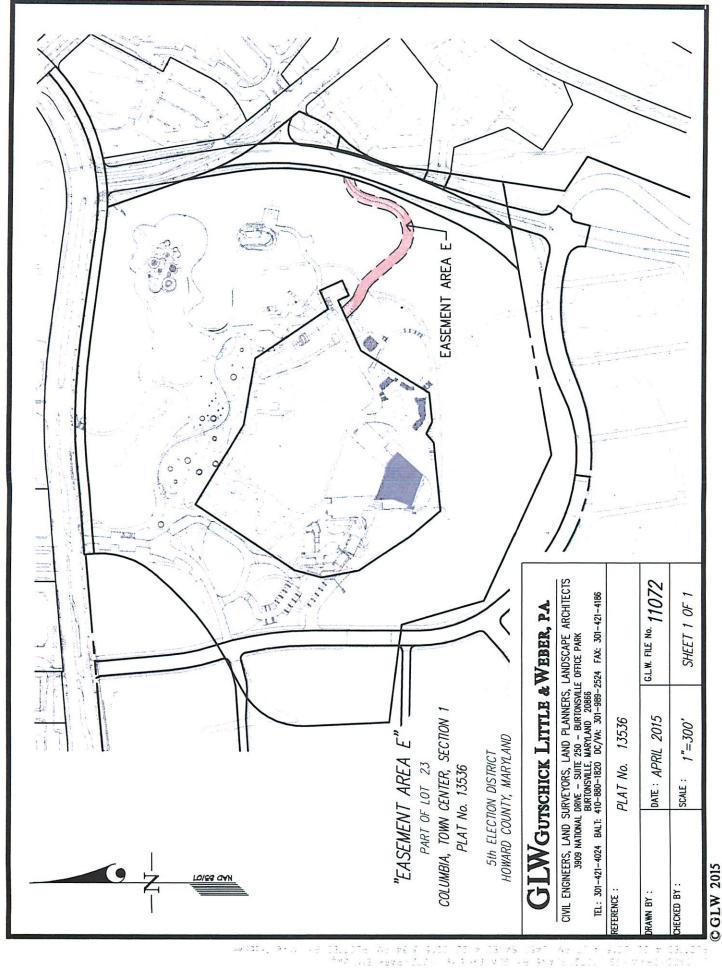


Exhibit E

Easement Area E [attached]



GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA E"

PART OF LOT 23 COLUMBIA TOWN CENTER SECTION 1 PLAT No. 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 23, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the South 65°05'43" West, 177.61 foot line of said Lot 23, 64.32 feet from the northeasterly end thereof; thence running with part of the outline of Lot 23, reversely with the following course and distance

- 1. North 65°06'20" East, 36.69 feet to a point; thence leaving said outline and running in, through, over and across said Lot 23, the following seven (7) courses and distances
- 2. 35.79 feet along the arc of a non-tangential curve deflecting to the **right** having a radius of 960.06 feet and a chord bearing and distance of South 43°45'01" East, 35.79 feet to a point of compound curvature; thence
- 3. 37.10 feet along the arc of a tangential curve deflecting to the left having a radius of 82.50 feet and a chord bearing and distance of South 57°42'08" East, 36.79 feet to a point of reverse curvature; thence
- 4. 61.96 feet along the arc of a tangential curve deflecting to the right having a radius of 117.50 feet and a chord bearing and distance of South 55°28'50" East, 61.24 feet to a point of tangency; thence
- 5. South 40°22'29" East, 119.84 feet to a point of curvature; thence
- 6. 164.41 feet along the arc of a tangential curve deflecting to the left having a radius of 75.70 feet and a chord bearing and distance of North 77°24'03" East, 133.95 feet to a point of tangency; thence
- 7. North 15°10'35" East, 74.80 feet to a point of curvature; thence
- 8. 119.07 feet along the arc of a tangential curve deflecting to the right having a radius of 89.50 feet and a chord bearing and distance of North 53°17'23" East, 110.48 feet to a point, said point lying on the 501.43 foot arc of Symphony Woods Road, 149.26 feet from the southwesterly end thereof; thence running with said arc of Lot 23
- 9. 34.61 feet along the arc of a non-tangential curve deflecting to the **right** having a radius of 860.00 feet and a chord bearing and distance of South 14°58'39" West, 34.60 feet to a point; thence leaving said right-of-way line and running in, through, over and across said Lot 23, the following seven (7) courses and distances
- 10. 63.85 feet along the arc of a non-tangential curve deflecting to the left having a radius of 54.50 feet and a chord bearing and distance of South 48°44'15" West, 60.26 feet to a point of tangency; thence
- 11. South 15°10'35" West, 76.91 feet to a point of curvature; thence
- 12. 240.44 feet along the arc of a tangential curve deflecting to the right having a radius of 110.70 feet and a chord bearing and distance of South 77°24'03" West, 195.88 feet to a point of tangency; thence

"EASEMENT AREA E"

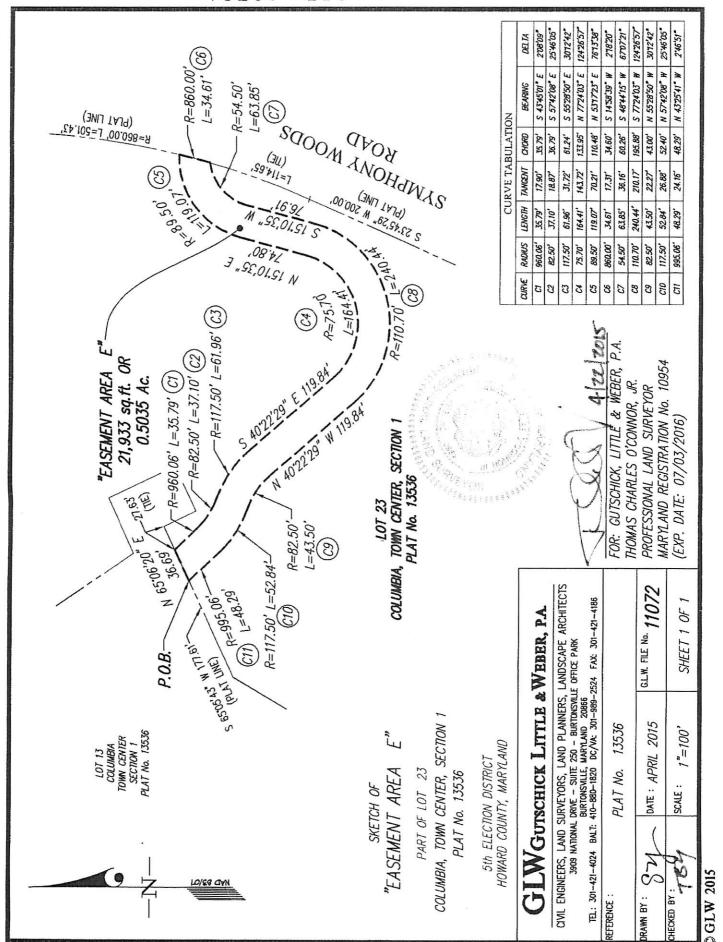
SHEET 2 OF 2

- 13. North 40°22'29" West, 119.84 feet to a point of curvature; thence
- 14. 43.50 feet along the arc of a tangential curve deflecting to the left having a radius of 82.50 feet and a chord bearing and distance of North 55°28'50" West, 43.00 feet to a point of reverse curvature; thence
- 15. 52.84 feet along the arc of a tangential curve deflecting to the right having a radius of 117.50 feet and a chord bearing and distance of North 57°42'08" West, 52.40 feet to a point of compound curvature; thence
- 16. 48.29 feet along the arc of a tangential curve deflecting to the right having a radius of 995.06 feet and a chord bearing and distance of North 43°25'41" West, 48.29 feet to the point of beginning; containing 21,933 square feet or 0.5035 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

For: Gutschick, Little & Weber P.A.

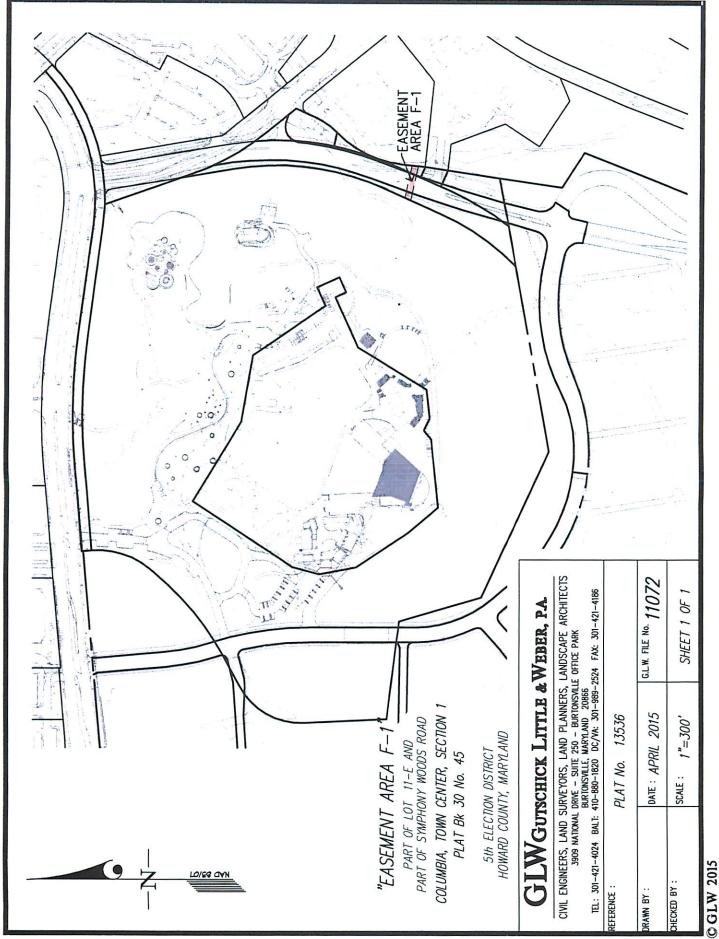
Thomas Charles O'Connor, Jr Professional Land Surveyor



(4-27-15)

Exhibit F

Easement Areas F-1 and F-2 [attached]



LIBER | 6235 FILIN 299

GUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA F-1"

PART OF LOT 11-E AND PART OF SYMPHONY WOODS ROAD COLUMBIA, TOWN CENTER, SECTION 1 PLAT Bk. 30 No. 45

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 11-E and part of Symphony Woods Road, as shown on a Plat of Subdivision entitled "COLUMBIA, RESUBDIVISION OF LOT 11-A, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat Book 30 Plat No. 45, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

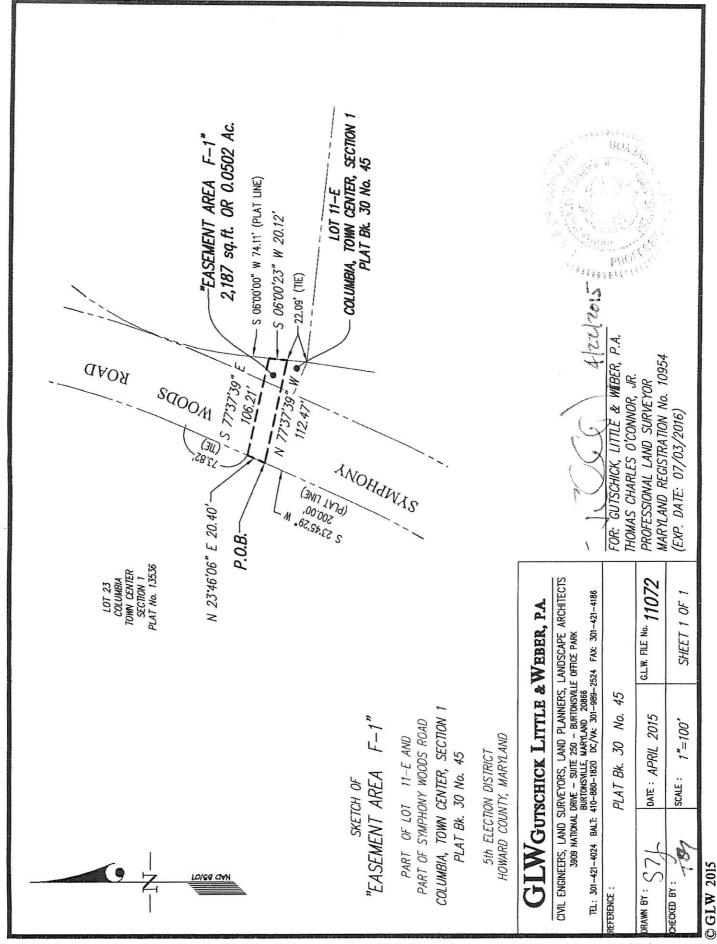
BEGINNING for the same at a point lying on the North 23°45'29" East, 200.00 foot line of said Symphony Woods Road, 94.22 feet from the northeasterly end thereof; thence running with part of the outline of Symphony Woods Road, the following course and distance

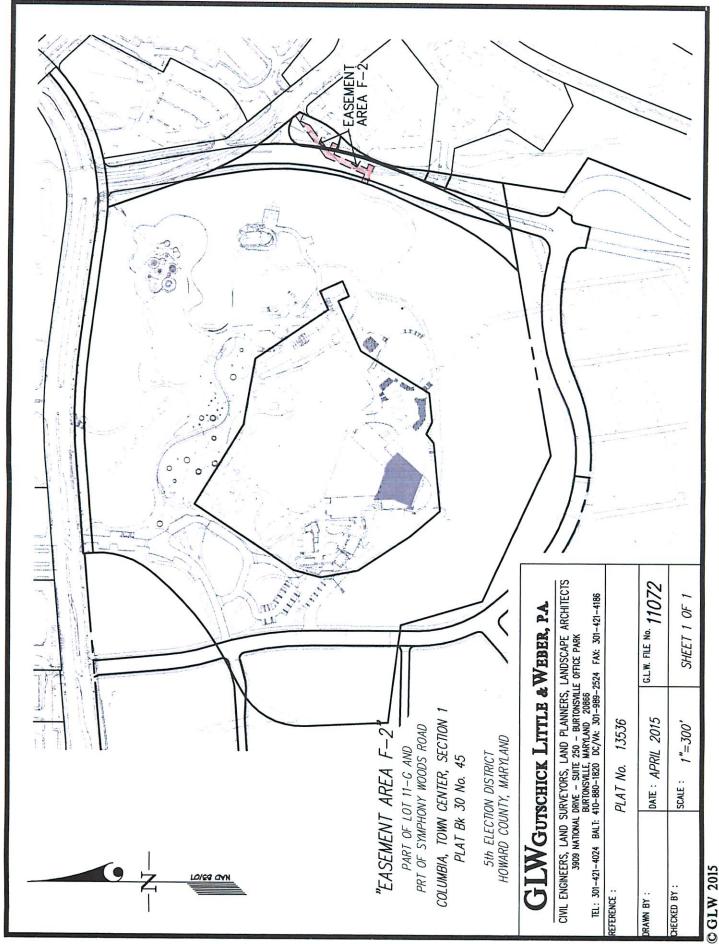
- 1. North 23°46'06" East, 20.40 feet to a point; thence leaving said outline and running in, through, over and across Symphony Woods Road and Lot 11-E
- 2. South 77°37'39" East, 106.21 feet to a point, said point lying on the South 06°00'00" West, 74.11 foot line of said Lot 11-E, 42.21 feet from the southwesterly end thereof; thence running with part of the outline of Lot 11-E, the following course and distance
- 3. South 06°00'23" West, 20.12 feet to a point; thence leaving said outline and running in, through, over and across Lot 11-E and Symphony Woods Road the following course and distance
- 4. North 77°37'39" West, 112.47 feet to the point of beginning; containing 2,187 square feet or 0.0502 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

For: Gutschick, Little & Weber, P.A.

Thomas Charles O'Connor Jr Professional Land Surveyor





LHER | 6235 FOLIO 302

GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA F-2"

PART OF LOT 11-G AND PART OF SYMPHONY WOODS ROAD COLUMBIA, TOWN CENTER, SECTION 1 PLAT Bk. 30 No. 45

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being parts of Lots 11-G and part of Symphony Woods Road, as shown on a Plat of Subdivision entitled "COLUMBIA, RESUBDIVISION OF LOT 11-A, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat Book 30 Plat No. 45, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the **501.43** foot arc of said Symphony Woods Road, 71.72 feet from the southwesterly end thereof; thence running with part of the outline of Symphony Woods Road, the following course and distance

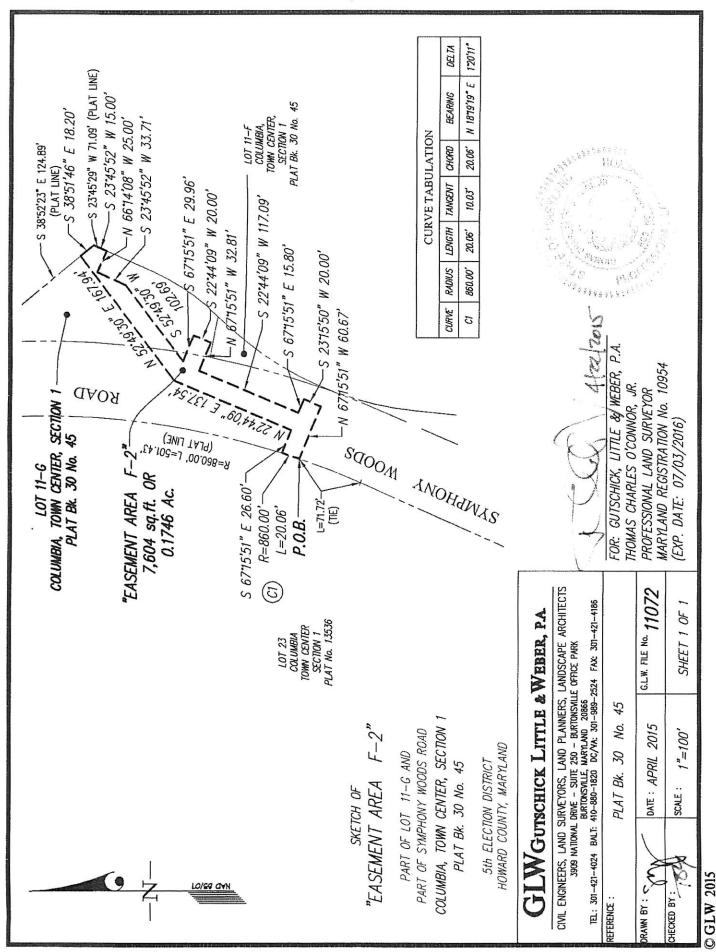
- 20.06 feet along the arc of a non-tangential curve deflecting to the left having a radius of 860.00 feet and a chord bearing and distance of North 18°19'19" East, 20.06 feet to a point; thence leaving said outline and running in, through, over and across Symphony Woods Road and Lot 11-G, the following three (3) courses and distances
- 2. South 67°15'51" East, 26.60 feet to a point; thence
- 3. North 22°44'09" East, 137.54 feet to a point; thence
- 4. North 52°49'30" East, 167.94 feet to a point, said point lying on the South 38°52'23" East, 124.89 foot line of said Lot 11-G, 18.20 feet from the southeasterly end thereof; thence running with part of the outline of Lot 11-G, the following two (2) courses and distances
- 5. South 38°51'46" East, 18.20 feet to a point; thence
- 6. South 23°45'52" West, 15.00 feet to a point; thence leaving the said outline and running in, through, over and across said Lot 11-G and Symphony Woods Road, the following ten (10) courses and distances
- 7. North 66°14'08" West, 25.00 feet to a point; thence
- 8. South 23°45'52" West, 33.71 feet to a point; thence
- 9. South 52°49'30" West, 102.69 feet to a point; thence
- 10. South 67°15'51" East, 29.96 feet to a point; thence
- 11. South 22°44'09" West, 20.00 feet to a point; thence
- 12. North 67°15'51" West, 32.81 feet to a point; thence
- 13. South 22°44'09" West, 117.09 feet to a point; thence
- 14. South 67°15'51" East, 15.80 feet to a point; thence

- 15. South 23°15'50" West, 20.00 feet to a point; thence
- 16. North 67°15'51" West, 60.67 feet to the point of beginning; containing 7,604 square feet or 0.1746 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

For: Gutschick, Little & Weber, P.A.

Thomas Charles O Connor, Jr. Professional Land Surveyor



FINAL EXECUTION

Exhibit G

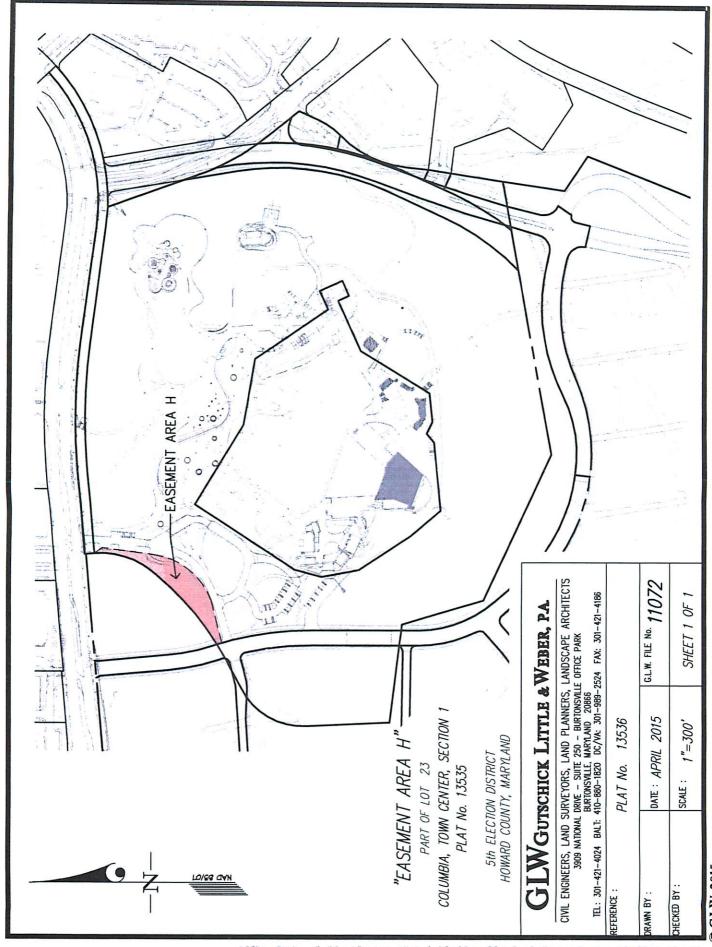
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(4-27-15)

FINAL EXECUTION

Exhibit H

Easement Area H [attached]



IN 16235 MIN 308

W GUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA H"

PART OF LOT 23 COLUMBIA TOWN CENTER SECTION 1 PLAT No. 13535

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 23, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13535, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the 358.03 foot arc of said Lot 23, 60.75 feet from the southwesterly end thereof; thence running with part of the outline of Lot 23, the following three (3) courses and distances

- 1. 297.27 feet along the arc of a non-tangential curve deflecting to the left having a radius of 905.00 feet and a chord bearing and distance of North 48°25'14" East, 295.94 feet to a point of tangency; thence
- 2. North 39°00'37" East, 20.04 feet to a point of curvature; thence
- 3. 200.24 feet along the arc of a tangential curve deflecting to the left having a radius of 260.75 feet and a chord bearing and distance of North 17°00'37" East, 195.36 feet to a point; thence leaving said outline and running in, through, over and across Lot 23 the following five (5) courses and distances
- 4. South 36°25'41" East, 30.97 feet to a point; thence
- 5. South 07°24'58" West, 170.00 feet to a point; thence
- 6. 248.88 feet along the arc of a non-tangential curve deflecting to the right having a radius of 230.00 feet and a chord bearing and distance of South 38°25'06" West, 236.92 feet to a point; thence
- 7. South 75°21'24" West, 140.19 feet to a point; thence
- 8. North 16°42'25" West, 16.47 feet to the point of beginning; containing 26,105 square feet or 0.5993 of an acre of land.

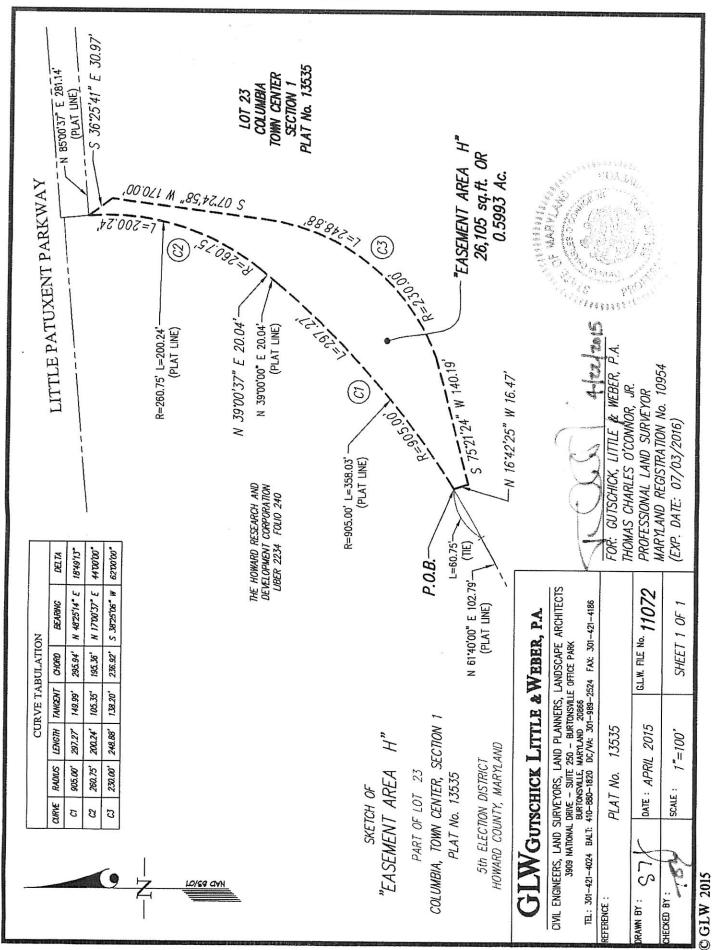
The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

122/2015

For: Gutschick, Little & Weber, P.A.

Thomas Charles O'Connor, Jr.

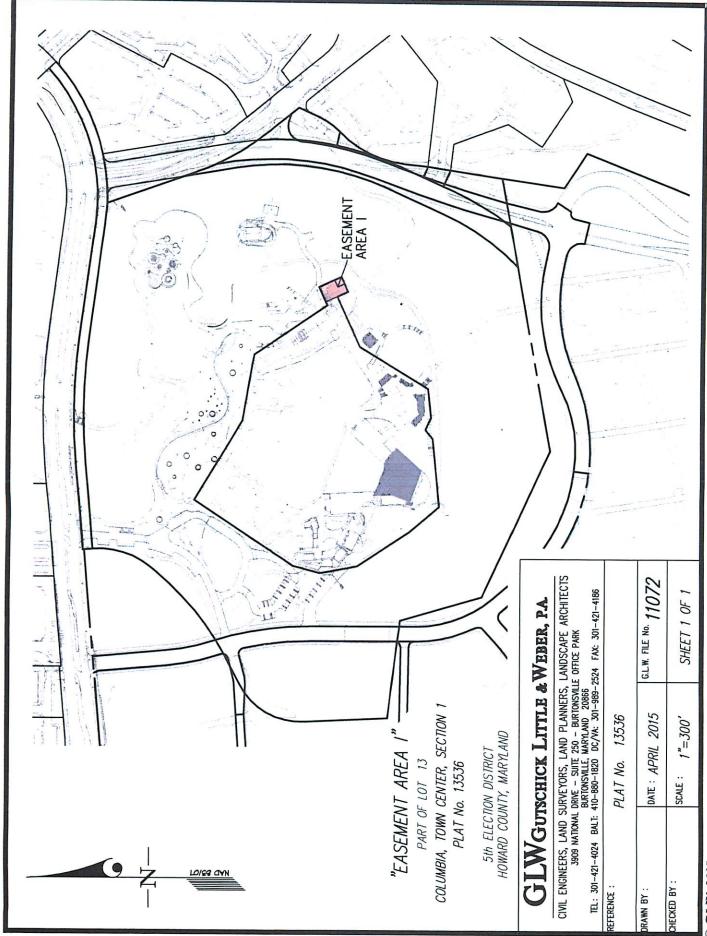
Professional Land Surveyor MD Reg. No. 10954 (Exp. Date: 07/03/2016)



FINAL EXECUTION

Exhibit I

Easement Area I [attached]



LIBER | 6235 FOLIO 3 | 2

GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA I"

PART OF LOT 13 COLUMBIA TOWN CENTER SECTION 1 PLAT No. 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 13, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the North 65°05'43" East, 65.00 foot line of said Lot 13, 12.03 feet from the southwesterly end thereof; thence running with part of the outline of Lot 13, the following four (4) courses and distances

- 1. North 65°06'20" East, 52.97 feet to a point; thence
- 2. South 24°53'40" East, 80.00 feet to a point; thence
- 3. South 65°06'20" West, 52.97 feet to a point; thence
- 4. North 24°53'40" West, 38.15 feet to a point, said point being the northwesterly end of the North 24°54'17" West, 38.15 foot line of said Lot 13; thence leaving said line and running in, through, over and across Lot 13
- 5. North 24°53'40" West, 41.85 feet to the point of beginning; containing 4,238 square feet or 0.0973 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

4/22/2015

For: Gutschick, Little & Weber, P.A,

Thomas Charles O'Connor, Ir. Professional Land Surveyor

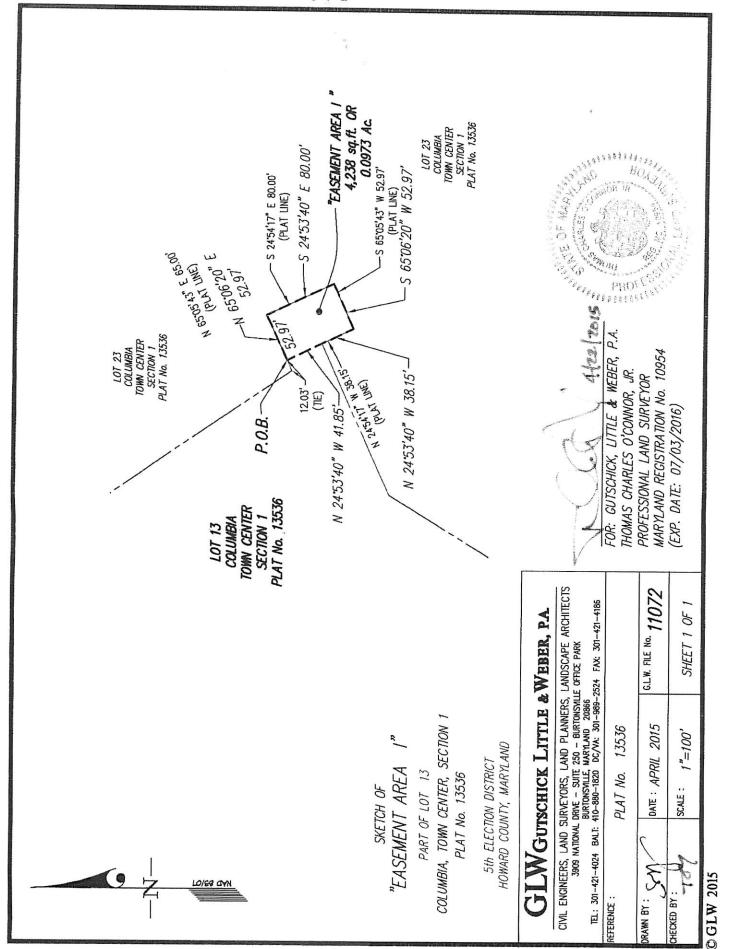
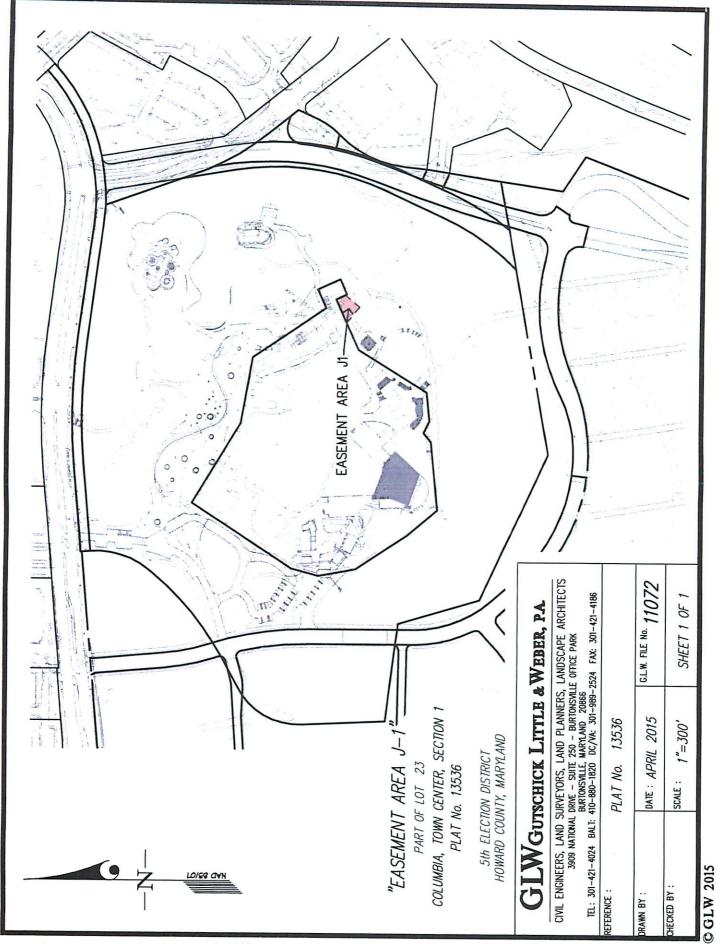


Exhibit J

Easement Areas J-1 and J-2 [attached]



B. Whe hotte

LHEM 16235 FILE 316

GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA J-1"

PART OF LOT 23 COLUMBIA, TOWN CENTER, SECTION 1 PLAT No. 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lot 23, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOT 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the South 65°05'43" West, 177.61 foot line of said Lot 23, 82.21 feet from the northeasterly end thereof; thence running with part of the outline of Lot 23, reversely with the following two (2) courses and distances

- 1. North 65°06'20" East, 82.21 feet to a point; thence
- 2. South 24°53'40" East, 33.05 feet to a point; thence leaving said outline and running in, through, over and across Lot 23, the following two (2) courses and distances
- 3. South 39°49'21" West, 60.22 feet to a point; thence
- 4. North 50°10'39" West, 64.99 feet to the point of beginning; containing 3,315 square feet or 0.0761 of an acre of land.

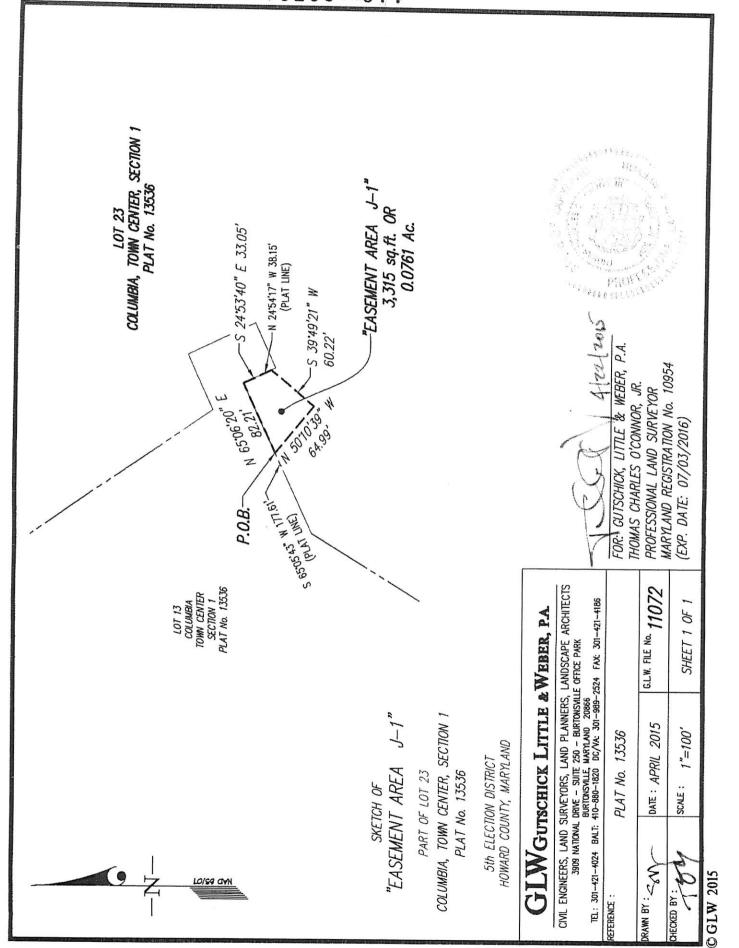
The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

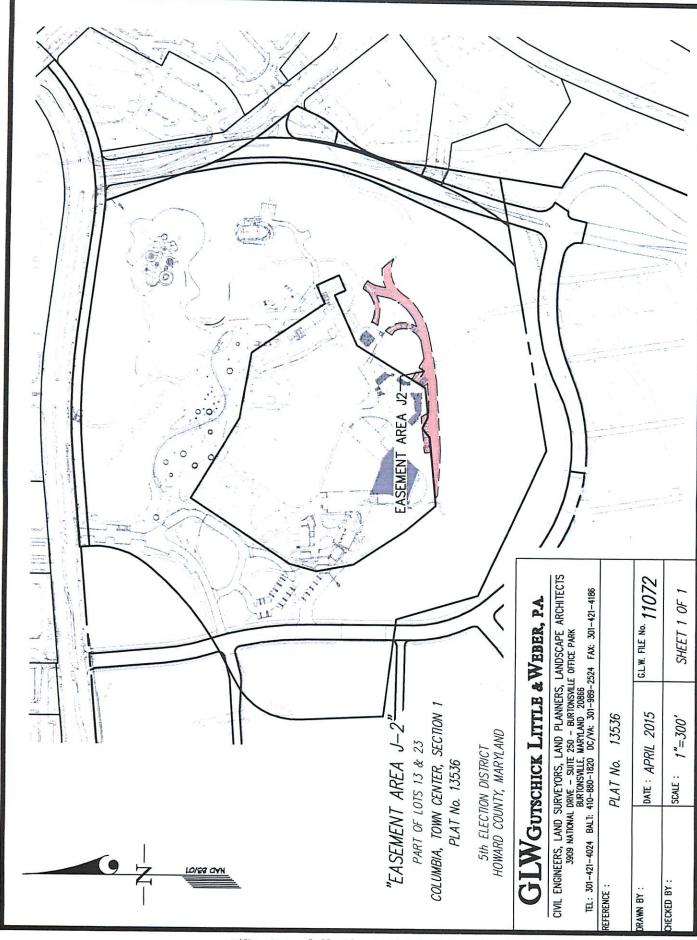
For: Gutschick, Little & Weber, P.A.

Thomas Charles O'Connor, Jr. Professional Land Surveyor

MD Reg. No. 10954 (Exp. Date: 07/03/2016)

3909 National Drive, Suite 250 · Burtonsville Office Park · Burtonsville, Maryland 20866
Tel: 301-421-4024 · Bait: 410-880-1820 · DC/VA: 301-989-2524 · Fax: 301-421-4186 · www.glwpa.com





LIMER | 6235 FOLIO 3 1 9

GLW GUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

"EASEMENT AREA J-2"

PART OF LOTS 13 & 23 COLUMBIA, TOWN CENTER, SECTION 1 PLAT No. 13536

BEING a piece or parcel of land situate, lying and being in Election District No. 5, Howard County, Maryland, being part of Lots 13 & 23, as shown on a Plat of Subdivision entitled "FINAL PLAT, COLUMBIA, LOTS 13 AND 23, PLAT OF REVISION, TOWN CENTER, SECTION 1" recorded among the Land Records of Howard County, Maryland as Plat No. 13536, and being more particularly described as now surveyed as follows in NAD 83/07 Datum:

BEGINNING for the same at a point lying on the **South 84°16'28"** West, 219.92 foot line of said Lot 23, 23.62 feet from the southwesterly end thereof; thence running with part of the outline of Lot 23, reversely with the following course and distance

- 1. North 84°17'05" East, 149.65 feet to a point; thence leaving said outline and running in, through, over and across Lot 13, the following three (3) courses and distances
- 2. North 05°42'55" West, 21.52 feet to a point; thence
- 3. North 84°17'05" East, 115.67 feet to a point; thence
- 4. South 31°39'46" East, 23.94 feet to a point lying on the South 84°16'28" West, 93.06 foot line of Lot 23, 11.58 feet from the southwesterly end thereof; thence leaving said outline and running in, through, over and across Lot 23, the following three (3) courses and distances
- 5. South 05°42'55" East, 5.14 feet to a point; thence
- 6. North 86°10'10" East, 95.86 feet to a point; thence
- 7. North 44°13'23" West, 17.01 feet to a point lying on the South 31°00'05" West, 260.16 foot line of Lot 23, 6.26 feet from the southwesterly end thereof; thence running with part of said line
- 8. North 31°00'42" East, 46.31 feet to a point; thence leaving said outline and running in, through, over and across Lot 23, the following thirty-two (32) courses and distances
- 9. South 58°59'20" East, 77.94 feet to a point; thence
- 10. 41.54 feet along the arc of a non-tangential curve deflecting to the left having a radius of 1,082.57 feet and a chord bearing and distance of North 78°16'06" East, 41.53 feet to a point; thence
- 11. North 78°28'53" East, 16.48 feet to a point; thence
- 12. 103.99 feet along the arc of a non-tangential curve deflecting to the left having a radius of 59.51 feet and a chord bearing and distance of North 19°55'46" East, 91.25 feet to a point; thence
- 13. North 56°37'42" West, 14.82 feet to a point; thence
- 14. North 33°22'18" East, 25.38 feet to a point; thence
- 15. 112.92 feet along the arc of a non-tangential curve deflecting to the right having a radius of 79.51 feet and a chord bearing and distance of South 07°27'38" East, 103.66 feet to a point; thence
- 16. 48.83 feet along the arc of a non-tangential curve deflecting to the left having a radius of 175.62 feet and a chord bearing and distance of North 60°04'51" East, 48.67 feet to a point; thence
- 17. 101.45 feet along the arc of a non-tangential curve deflecting to the left having a radius of 121.50 feet and a chord bearing and distance of North 31°52'55" East, 98.53 feet to a point; thence
- 18. North 10°55'12" East, 24.01 feet to a point; thence

- 19. 66.61 feet along the arc of a non-tangential curve deflecting to the **right** having a radius of 108.25 feet and a chord bearing and distance of South 81°41'30" West, 65.56 feet to a point of tangency; thence
- 20. North 80°40'49" West, 31.71 feet to a point; thence
- 21. North 33°22'18" East, 19.47 feet to a point; thence
- 22. North 24°53'40" West, 5.13 feet to a point; thence
- 23. 100.00 feet along the arc of a non-tangential curve deflecting to the left having a radius of 90.25 feet and a chord bearing and distance of North 84°45'35" East, 94.96 feet to a point; thence
- 24. 23.67 feet along the arc of a non-tangential curve deflecting to the right having a radius of 73.60 feet and a chord bearing and distance of North 33°41'08" East, 23.57 feet to a point; thence
- 25. North 41°31'28" East, 1.72 feet to a point; thence
- 26. 30.60 feet along the arc of a non-tangential curve deflecting to the left having a radius of 82.50 feet and a chord bearing and distance of South 58°06'38" East, 30.43 feet to a point; thence
- 27. South 41°31'28" West, 7.22 feet to a point; thence
- 28. 25.64 feet along the arc of a non-tangential curve deflecting to the left having a radius of 43.60 feet and a chord bearing and distance of South 26°27'59" West, 25.27 feet to a point; thence
- 29. South 10°55'12" West, 30.83 feet to a point; thence
- 30. 63.17 feet along the arc of a non-tangential curve deflecting to the right having a radius of 121.00 feet and a chord bearing and distance of North 77°45'45" East, 62.45 feet to a point; thence
- 31. South 40°22'29" East, 50.31 feet to a point; thence
- 32. 131.17 feet along the arc of a non-tangential curve deflecting to the left having a radius of 91.00 feet and a chord bearing and distance of South 73°36'55" West, 120.11 feet to a point; thence
- 33. 61.78 feet along the arc of a non-tangential curve deflecting to the right having a radius of 150.90 feet and a chord bearing and distance of South 43°44'57" West, 61.35 feet to a point; thence
- 34. 90.86 feet along the arc of a non-tangential curve deflecting to the right having a radius of 205.62 feet and a chord bearing and distance of South 65°02'20" West, 90.12 feet to a point; thence
- 35. South 78°28'53" West, 34.83 feet to a point; thence
- 36. 122.94 feet along the arc of a non-tangential curve deflecting to the right having a radius of 1,112.57 feet and a chord bearing and distance of South 80°21'09" West, 122.88 feet to a point; thence
- 37. South 86°10'10" West, 217.93 feet to a point of curvature; thence
- 38. 13.49 feet along the arc of a tangential curve deflecting to the **right** having a radius of 110.00 feet and a chord bearing and distance of South 89°40'54" West, 13.48 feet to a point of tangency; thence
- 39. North 86°48'22" West, 135.47 feet to a point; thence
- 40. North 48°14'58" West, 12.15 feet to the point of beginning; containing 34,363 square feet or 0.7889 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

42/2015

For: Gutschick, Little & Weber, P.A.

Thomas Charles O Connor, Jr. Professional Land Surveyor

