

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this 7 day of June, 2016, by and between the City of Bowie ("the City"), a municipal corporation of the State of Maryland, with its principal offices at 15901 Excalibur Road, Bowie, Maryland 20716, and Karington, LLC ("Owner") a Maryland limited liability corporation with its principal offices at 10100 Business Parkway, Lanham, Maryland 20706.

Clerk of the Circuit Court

REC-010-01-ADDRESS

Government 0.00
Instrument 0.00
Agency Name: city of bowie
Instrument List:
Agreement / Easement
Describe Other:
Karington LLC
Reference/Control #:
Total: 0.00
06/24/2016 11:10
CC16-NR
#5401883 CG2703
Prince George's
County/CC07.03.01 -

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in Prince George's County, Maryland, commonly known as the Karington subdivision, and more particularly described in Exhibit "A" attached hereto and made a part hereof as if set forth in full in the body of this Agreement ("the Annexation Area"); and

WHEREAS, Owner and the City desire to have the Annexation Area incorporated into the corporate boundaries of the City; and

WHEREAS, pursuant to the authority contained in Md. Code Ann., Local Gov't Art., Title 4, Subtitle 4, the Owner and the City have agreed that the following conditions and circumstances will apply to the annexation proceedings and to the Annexation Area.

WITNESSETH:

- 1. WARRANTIES AND REPRESENTATIONS OF CITY:
A. The City supports the existing development approvals from the Maryland-National Capital Park and Planning Commission ("M-NCPPC") and/or the Prince George's County Council sitting as the District Council for Karington as listed in Exhibit B, as well as any pending or future Applications for Karington that are generally consistent with the aforementioned concept plans. Specifically, the City supports the development of Karington as a

Please return recorded document to:
City Clerk
City of Bowie
15901 Excalibur Road
Bowie, Maryland 20716

mixed-use project consisting of approximately 381.5297 acres, zoned E-I-A, and including residential, retail, office, and hotel uses (the "Project"), with such reasonable amendments thereto to which the applicable authorities and the Applicant may agree.

B. The City will not, directly or indirectly, establish, suggest or acquiesce in any policy, take a position, pursue a course of action, require any standard or condition, make any recommendation to Prince George's County or the M-NCPPC or other governmental or quasi-governmental authority, individuals or citizens groups, or impose any obligation that, as applied to the Annexation Area, is detrimental to the development of the Karington project as set forth in the Paragraph 1.A. above. The parties acknowledge and agree that the Project will be subject to the development review standards applicable to other developments within Prince George's County. However, the City's approval of development and architectural plans is not required, nor are its comments binding. The City may review or comment on M-NCPPC or other County agency referrals, provided that such comments are not inconsistent with this agreement.

C. The parties understand and agree that the City's covenant of support herein is not intended, nor could it be construed, to prohibit the Bowie City Council from enacting such future ordinances or charter provisions or engineering standards or amendments deemed necessary to protect the public health, safety and welfare of the citizens of the City, nor from applying such ordinances or charter provisions to the development of the Annexation Area, provided such application does not operate to divest prior approvals, nor interfere with Owner's vested rights.

D. Nevertheless and notwithstanding anything the contrary contained herein, the City will not pursue or support any zoning change for the Annexation Area, unless the Owner has requested and agreed to all of the terms and conditions of same and the Owner has obtained the City's concurrence to rezoning in advance of any application therefor.

E. The City acknowledges and agrees that it will cooperate with the Owner and support the Owner's efforts to obtain a County TIF for the Karington Property.

2. WARRANTIES AND REPRESENTATIONS OF OWNER:

A. This Agreement constitutes the Owner's formal written consent to annexation as required by Md. Code Ann., Local Gov't Art., § 4-404, subject to the contingency provided in Section 3 herein..

B. The Owner warrants and represents that it has full authority to sign this Agreement and is the sole owner of not less than Twenty-Five Percent (25%) of the assessed valuation in the Annexation Area, and that there is no action pending against it involving it which would in any way affect its right and authority to execute this Agreement.

C. The Owner warrants and represents that there are no persons residing within the Annexation Area.

3. CONTINGENT UPON TAX INCREMENT FINANCING

The City will initiate annexation of the Property only after the City Council has adopted a Resolution stating its intent to establish a Tax Increment Financing ("TIF") district for the Property based on the City Council's consideration and approval of the Owner's application for the establishment of a Tax Increment Financing ("TIF") district for the Property, which application shall be submitted and processed in accordance with the City's TIF policy, which is attached hereto as Exhibit C. The Owner and the City expressly acknowledge and agree that the approval of the Owner's TIF application for the establishment of the TIF District through the adoption of a City Council Resolution, and the ultimate establishment of the TIF District are part of the consideration for entering into this Agreement, and that it is the express and absolute intent of the parties that upon annexation, and provided that the Owner's application for the

establishment of a TIF District is approved, that the TIF District will be established. Should, for any reason, the Owner's application for the establishment of a TIF District be recommended for denial by City Staff or a City Council Resolution, as herein described, not be adopted, this Agreement shall automatically terminate, be null and void, without any further obligations of either party and, most importantly, the City shall not initiate annexation of the Property. The Owner understands that approval of a TIF application does not operate to establish a TIF district, which must be accomplished by legislative act of the City Council after the effective date of the annexation contemplated by this Agreement. The parties acknowledge and agree that if this contingency is met and annexation of the Property is initiated and completed, but the TIF District not established, for any reason, through the necessary legislative act, the Owner may seek any judicial remedy available to nullify and/or to have declared as void said annexation. If any such action is brought to seek said judicial remedy, the City shall not object to or defend against said action, as it is the express intent of the parties that upon annexation and pursuant to the approval of the Owner's application that a TIF District will be established. The parties agree that the Owner's remedies shall be limited to declaratory, injunctive or other equitable relief.

4. ROAD MAINTENANCE.

The City will accept maintenance of all public streets and homeowners association owned access drives within Karington in accordance with established City guidelines. However, acceptance of maintenance for private roads applies to the main aisles only, not individual parking spaces. Said streets shall be constructed in accordance with County standards and will be subject to City inspections during the construction thereof. Any required road bonds shall be posted with the City. The City's acceptance of maintenance for private roads includes snow

removal. The City will support the developer's requests to place eligible road improvements in the County or State CIP budgets.

5. IMPACT FEES AND SPECIAL BUSINESS TAXES.

The City recognizes that the full development of the Project may take place over ten or more years. The City does not currently have any impact fees and will not impose or levy any new taxes or fees not in existence as of the date of this Agreement or will exempt the Property from any such taxes or fees that are adopted by the City. The exemptions provided for by this Paragraph shall automatically expire on the date that is twenty (20) years following the effective date of the Annexation Agreement.

6. APPLICATION OF CITY CODE AND CHARTER:

From and after the effective date of the Annexation Resolution, all provisions of the Charter and Code of the City shall have full force and effect within the Annexation Area except as otherwise specifically provided herein.

7. MUNICIPAL SERVICES:

Upon the effective date of an Annexation accomplished pursuant to this Agreement, Karington will receive all current and future Bowie City services in accordance with the same standards, rules, and procedures as they are provided throughout the City including, but not limited to City police, residential trash removal, snow removal from City streets, and senior bus/transportation service.

8. SCHOOLS.

The City will advocate with the Board of Education and the County the position that the children of Karington residents attend Prince George's County Public Schools located in the City of Bowie.

9. ZIP CODE.

The City will assist the Owner in advocating to the US Postal Service for a Bowie Zip Code and mailing address.

10. CITY BOUNDARY MARKERS.

The Owner will fund and install City Boundary Markers at the boundary lines to the newly enlarged City boundaries.

11. RECORD PLAT.

The Owner will provide the City with a copy of the final record plat for the development in the Annexation Area.

12. MISCELLANEOUS.

A. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his," "hers" and "theirs."

B. From time to time after the date of this Annexation Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.

C. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Prince George's County and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns, and embodies and constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understandings,

representations, and statements, whether oral or written, are merged in this Annexation Agreement. Neither this Agreement nor any provision hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

D. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

E. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

F. This Agreement, its benefit and burden, shall be assignable, in whole or in part, by Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any part thereof. However, Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgment of the transferee or pledgee to the Annexation Agreement and to the complete observance hereof. Owner shall provide the City copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

G. The captions in any Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

H. The laws of the State of Maryland shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this

Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

I. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

If to the City: David J. Deutsch, City Manager
The City of Bowie
15901 Excalibur Road
Bowie, Maryland 20716

With a copy to: Elissa D. Levan, Esquire
Funk & Bolton, P.A.
36 S. Charles Street, 12th Floor
Baltimore, Maryland 21201

If to the Owner: Kenneth H. Michael, Manager
Karington LLC
10100 Business Parkway
Lanham, Maryland 20706


With a copy to: Mr. Stephen Ellick
Glazer, Winston, Honigman, Ellick
5300 Wisconsin Avenue, Suite 740
Washington, DC 20015

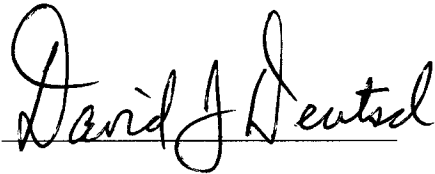
Matthew C. Tedesco
McNamee, Hosea, Jernigan, Kim, Greenan & Lynch, P.A.
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770

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

WITNESS:

THE CITY OF BOWIE




By: 

WITNESS/ATTEST:

KARINGTON, L.L.C.:



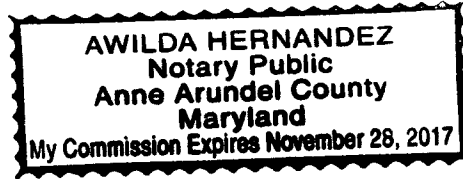
By: 

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to wit:

I HEREBY CERTIFY, that on this 7 day of June, 2016, before me, a Notary Public in and for the State aforesaid, personally appeared David J. Deutsch who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the City Manager of the City of Bowie, a municipal corporation of the State of Maryland, and that said City Manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such City Manager.

WITNESS my hand and notarial seal.

Awilda Hernandez (SEAL)
Notary Public



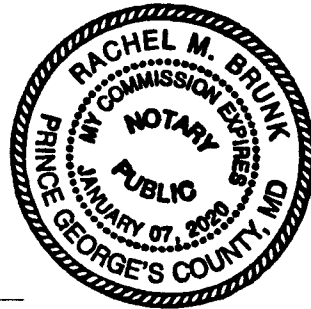
My Commission Expires: 11/28/17

STATE OF MARYLAND,
COUNTY OF PRINCE GEORGE'S, to wit:

I HEREBY CERTIFY, that on this 21st day of April, 2016, before me, a Notary Public in and for the State aforesaid, personally appeared Kenneth H. Michael, Managing Partner of Karington L.L.C., acknowledged that, being authorized by his principal to do so, he executed the foregoing instrument on behalf of Karington L.L.C. for the purposes therein contained, by signing the name of such limited liability corporation as such Managing Partner.

WITNESS my hand and notarial seal.

Rachel M. Brunk (SEAL)
Notary Public



My Commission Expires: 1/7/20

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

Elissa D. Levan
Elissa D. Levan, City Attorney

38323 151

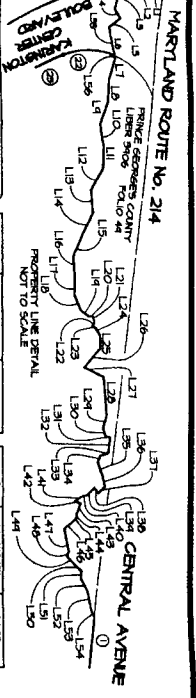
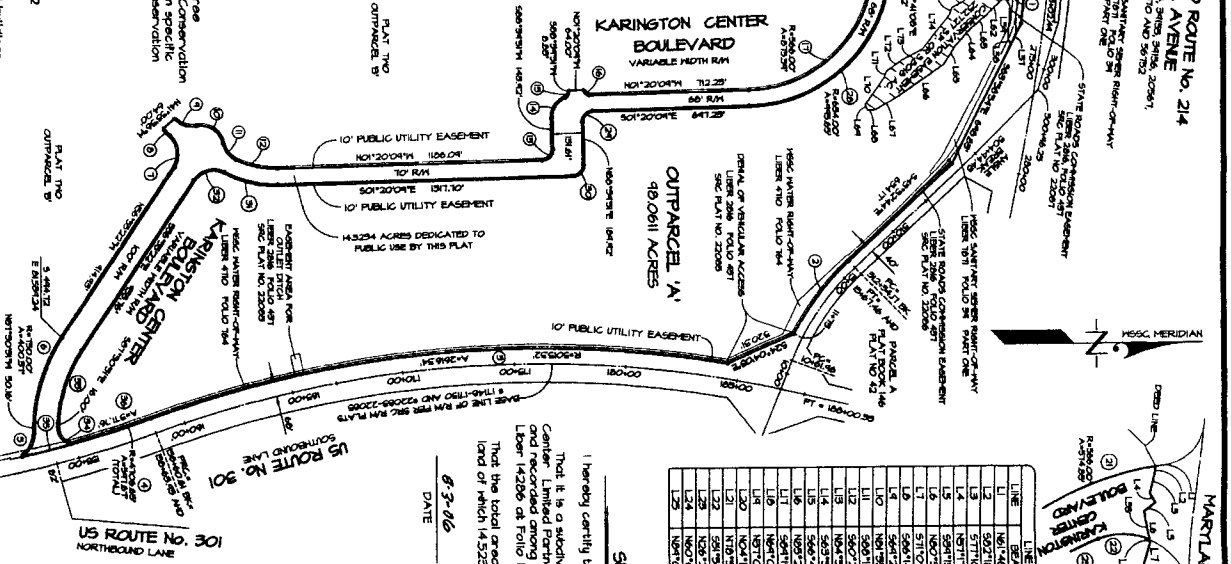
EXHIBIT A

Record Plats and ALTA Survey

NO	RADIUS	DELTA	ARC	TAN	CHORD	BEARINGS
1	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
2	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
3	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
4	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
5	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
6	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
7	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
8	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
9	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
10	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
11	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
12	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
13	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
14	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
15	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
16	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
17	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
18	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
19	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
20	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
21	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
22	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
23	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
24	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
25	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
26	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
27	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
28	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
29	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
30	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
31	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
32	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
33	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
34	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
35	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E
36	11854.16	107.5471	118.59	56.42	13.89	S57°25'48"E

NOTES

- Development is subject to restrictions shown on the approved Type I Tree Conservation Plan (FCP/48/02-01), or as modified by the Type II Tree Conservation Plan, and precludes any disturbance or relocation of any structure within specific areas. Failure to comply will mean a violation of an approved Tree Conservation Plan and will make the owner subject to mitigation under the Woodland Conservation / Tree Preservation Policy.
- Conservation easement described on this plot are areas where the installation of structures and roads and the removal of vegetation are prohibited without prior written consent from the M&J-PC Planning Director or designer. The removal of hazardous trees, limbs, branches or trunks is permitted.
- The easement may be further adjusted as provided in the DCP No. 05042 and preliminary plan of subdivision No. 05042 resolutions.
- An automatic fire suppression system shall be provided in all proposed buildings in accordance with National Fire Protection Association Standard 13 and all fire suppression systems shall be installed in accordance with the International Fire Code. The Department determines that an alternative method of fire suppression is appropriate.
- Approval of this plot is based upon reasonable expectation that public water service will be available when needed and is conditioned on fulfilling all of the Karington Station Sanitary Commission authorization DVA24703 commitments.



LINE	BEARING	DIST.	AREA	LINE	BEARING	DIST.	AREA
L1	N89°52'00"E	10.00	0.00	L37	S89°52'00"E	10.00	0.00
L2	S89°52'00"E	10.00	0.00	L38	N89°52'00"E	10.00	0.00
L3	N89°52'00"E	10.00	0.00	L39	S89°52'00"E	10.00	0.00
L4	S89°52'00"E	10.00	0.00	L40	N89°52'00"E	10.00	0.00
L5	N89°52'00"E	10.00	0.00	L41	S89°52'00"E	10.00	0.00
L6	S89°52'00"E	10.00	0.00	L42	N89°52'00"E	10.00	0.00
L7	N89°52'00"E	10.00	0.00	L43	S89°52'00"E	10.00	0.00
L8	S89°52'00"E	10.00	0.00	L44	N89°52'00"E	10.00	0.00
L9	N89°52'00"E	10.00	0.00	L45	S89°52'00"E	10.00	0.00
L10	S89°52'00"E	10.00	0.00	L46	N89°52'00"E	10.00	0.00
L11	N89°52'00"E	10.00	0.00	L47	S89°52'00"E	10.00	0.00
L12	S89°52'00"E	10.00	0.00	L48	N89°52'00"E	10.00	0.00
L13	N89°52'00"E	10.00	0.00	L49	S89°52'00"E	10.00	0.00
L14	S89°52'00"E	10.00	0.00	L50	N89°52'00"E	10.00	0.00
L15	N89°52'00"E	10.00	0.00	L51	S89°52'00"E	10.00	0.00
L16	S89°52'00"E	10.00	0.00	L52	N89°52'00"E	10.00	0.00
L17	N89°52'00"E	10.00	0.00	L53	S89°52'00"E	10.00	0.00
L18	S89°52'00"E	10.00	0.00	L54	N89°52'00"E	10.00	0.00
L19	N89°52'00"E	10.00	0.00	L55	S89°52'00"E	10.00	0.00
L20	S89°52'00"E	10.00	0.00	L56	N89°52'00"E	10.00	0.00
L21	N89°52'00"E	10.00	0.00	L57	S89°52'00"E	10.00	0.00
L22	S89°52'00"E	10.00	0.00	L58	N89°52'00"E	10.00	0.00
L23	N89°52'00"E	10.00	0.00	L59	S89°52'00"E	10.00	0.00
L24	S89°52'00"E	10.00	0.00	L60	N89°52'00"E	10.00	0.00
L25	N89°52'00"E	10.00	0.00	L61	S89°52'00"E	10.00	0.00
L26	S89°52'00"E	10.00	0.00	L62	N89°52'00"E	10.00	0.00
L27	N89°52'00"E	10.00	0.00	L63	S89°52'00"E	10.00	0.00
L28	S89°52'00"E	10.00	0.00	L64	N89°52'00"E	10.00	0.00
L29	N89°52'00"E	10.00	0.00	L65	S89°52'00"E	10.00	0.00
L30	S89°52'00"E	10.00	0.00	L66	N89°52'00"E	10.00	0.00
L31	N89°52'00"E	10.00	0.00	L67	S89°52'00"E	10.00	0.00
L32	S89°52'00"E	10.00	0.00	L68	N89°52'00"E	10.00	0.00
L33	N89°52'00"E	10.00	0.00	L69	S89°52'00"E	10.00	0.00
L34	S89°52'00"E	10.00	0.00	L70	N89°52'00"E	10.00	0.00
L35	N89°52'00"E	10.00	0.00	L71	S89°52'00"E	10.00	0.00
L36	S89°52'00"E	10.00	0.00	L72	N89°52'00"E	10.00	0.00
L37	N89°52'00"E	10.00	0.00	L73	S89°52'00"E	10.00	0.00
L38	S89°52'00"E	10.00	0.00	L74	N89°52'00"E	10.00	0.00
L39	N89°52'00"E	10.00	0.00	L75	S89°52'00"E	10.00	0.00
L40	S89°52'00"E	10.00	0.00	L76	N89°52'00"E	10.00	0.00
L41	N89°52'00"E	10.00	0.00	L77	S89°52'00"E	10.00	0.00
L42	S89°52'00"E	10.00	0.00	L78	N89°52'00"E	10.00	0.00
L43	N89°52'00"E	10.00	0.00	L79	S89°52'00"E	10.00	0.00
L44	S89°52'00"E	10.00	0.00	L80	N89°52'00"E	10.00	0.00
L45	N89°52'00"E	10.00	0.00	L81	S89°52'00"E	10.00	0.00
L46	S89°52'00"E	10.00	0.00	L82	N89°52'00"E	10.00	0.00
L47	N89°52'00"E	10.00	0.00	L83	S89°52'00"E	10.00	0.00
L48	S89°52'00"E	10.00	0.00	L84	N89°52'00"E	10.00	0.00
L49	N89°52'00"E	10.00	0.00	L85	S89°52'00"E	10.00	0.00
L50	S89°52'00"E	10.00	0.00	L86	N89°52'00"E	10.00	0.00
L51	N89°52'00"E	10.00	0.00	L87	S89°52'00"E	10.00	0.00
L52	S89°52'00"E	10.00	0.00	L88	N89°52'00"E	10.00	0.00
L53	N89°52'00"E	10.00	0.00	L89	S89°52'00"E	10.00	0.00
L54	S89°52'00"E	10.00	0.00	L90	N89°52'00"E	10.00	0.00
L55	N89°52'00"E	10.00	0.00	L91	S89°52'00"E	10.00	0.00
L56	S89°52'00"E	10.00	0.00	L92	N89°52'00"E	10.00	0.00
L57	N89°52'00"E	10.00	0.00	L93	S89°52'00"E	10.00	0.00
L58	S89°52'00"E	10.00	0.00	L94	N89°52'00"E	10.00	0.00
L59	N89°52'00"E	10.00	0.00	L95	S89°52'00"E	10.00	0.00
L60	S89°52'00"E	10.00	0.00	L96	N89°52'00"E	10.00	0.00
L61	N89°52'00"E	10.00	0.00	L97	S89°52'00"E	10.00	0.00
L62	S89°52'00"E	10.00	0.00	L98	N89°52'00"E	10.00	0.00
L63	N89°52'00"E	10.00	0.00	L99	S89°52'00"E	10.00	0.00
L64	S89°52'00"E	10.00	0.00	L100	N89°52'00"E	10.00	0.00

SURVEYORS CERTIFICATE

I hereby certify that this plan shown hereon is correct.

That it is a subdivision of part of the land conveyed by Collington Corporate Center Limited Partnership to Karington, LLC by deed dated December 28, 2000 and recorded among the Land Records of Prince Georges County, Maryland in Liber 4206 of Folio 11.

That the total area included in this plot of subdivision is 1125945 acres of land of which 145294 acres of land is dedicated to public use.

6-3-06
 DATE
 David Stewart Clark
 DAVID STEWART CLARK
 Surveyor
 Maryland No. 10904

OWNERS DEDICATION

Karington, LLC, a Maryland limited liability company, by Kenneth H. Michael, Partner, owner of the property shown hereon and described in the Surveyor's Certificate, hereby dedicates the plan of subdivision described on this plat to the public utility, their successors and assigns for (10) foot public utility easements, as shown, subject to "Declaration of Terms and Provisions of Public Utility Easements," recorded among the Land Records of Prince Georges County, Liberia 3703 of Folio 149, and further certify:

That the members will be placed in accordance with Section 24-1202 (b) (1) (ii) State Subdivision Regulations, Prince Georges County Code.

That there are no suits, actions of law, leases, liens, mortgages, or trusts on the property included in this plot of subdivision.

9/2/06
 DATE
 Kenneth H. Michael
 Kenneth H. Michael
 Partner
 KARINGTON LLC (Sole)

FILED

OCT 28 2006

CLERK OF THE CIRCUIT COURT
 FOR PRINCE GEORGES COUNTY, MD.

PLAT ONE
OUTPARCEL 'A'
AND
KARINGTON CENTER BOULEVARD
KARINGTON
QUEEN ANNE ELECTION DISTRICT NO. 7
PRINCE GEORGES COUNTY, MARYLAND
SCALE: 1" = 400'

BEN DYER ASSOCIATES, INC.
 ENGINEERS - SURVEYORS - PLANNERS
 11721 WOODHORSE ROAD
 SUITE 200
 MITCHELLVILLE, MARYLAND 20721
 PHONE: (301) 480-2000

FOR PUBLIC WATER AND SEWER SYSTEMS ONLY

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
 PRINCE GEORGES COUNTY PLANNING BOARD

APPROVED: *William A. Gask*
 ASSISTANT SECRETARY

APPROVED: *David Stewart Clark*
 DIRECTOR OR DESIGNER

RECORDED: 10/14/06
 PLAT BOOK: REP 25
 PRELIMINARY PLAN NO. 4-04035

ZONED: E-1A
 201 NE 13 & 14, 201 SE 13 & 14
 PRELIMINARY PLAN NO. 4-04035

NOTES

- Development is subject to restrictions shown on the approved Type I Tree Conservation Plan (FCP/48/02-01), or as modified by the Type II Tree Conservation Plan, and precludes any disturbance or relocation of any structure within specific areas. Failure to comply will mean a violation of an approved Tree Conservation Plan and will make the owner subject to mitigation under the Woodland Conservation / Tree Preservation Policy.
- Conservation easement described on this plot are areas where the installation of structures and roads and the removal of vegetation are prohibited without prior written consent from the M&J-PC Planning Director or designer. The removal of hazardous trees, limbs, branches or trunks is permitted.
- The easement may be further adjusted as provided in the DCP No. 05042 and preliminary plan of subdivision No. 05042 resolutions.
- An automatic fire suppression system shall be provided in all proposed buildings in accordance with National Fire Protection Association Standard 13 and all fire suppression systems shall be installed in accordance with the International Fire Code. The Department determines that an alternative method of fire suppression is appropriate.
- Approval of this plot is based upon reasonable expectation that public water service will be available when needed and is conditioned on fulfilling all of the Karington Station Sanitary Commission authorization DVA24703 commitments.
- Prior to the issuance of any building permits, a Detailed Site Plan shall be approved by the Prince Georges County Planning Board. This plan is done in accordance with the provisions of the Prince Georges County Planning Board on 1-5-06.
- Prior to the issuance of any building permits which impact wetlands, wetland buffers, streams, or waters of the US, copies of all federal and state wetland permits, evidence that approval actions have been taken, and state wetland mitigation plans shall be submitted to the M&J-PC Planning Department.

M&J-PC RECORD FILE NO. 5-2-037

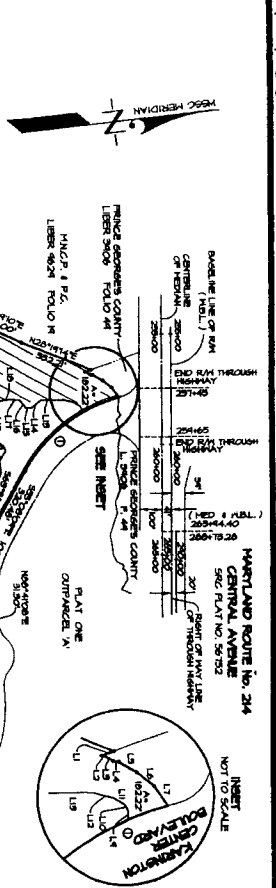
APPROVED: *William A. Gask*
 ASSISTANT SECRETARY

APPROVED: *David Stewart Clark*
 DIRECTOR OR DESIGNER

RECORDED: 10/14/06
 PLAT BOOK: REP 25
 PRELIMINARY PLAN NO. 4-04035

ZONED: E-1A
 201 NE 13 & 14, 201 SE 13 & 14
 PRELIMINARY PLAN NO. 4-04035

131773
 USA
 CDA 2381
 18288-1



LINE TABLE

LINE	DESCRIPTION	DIST.	AREA
L1	STATION	11.00	0.00
L2	STATION	11.00	0.00
L3	STATION	11.00	0.00
L4	STATION	11.00	0.00
L5	STATION	11.00	0.00
L6	STATION	11.00	0.00
L7	STATION	11.00	0.00
L8	STATION	11.00	0.00
L9	STATION	11.00	0.00
L10	STATION	11.00	0.00
L11	STATION	11.00	0.00
L12	STATION	11.00	0.00
L13	STATION	11.00	0.00
L14	STATION	11.00	0.00
L15	STATION	11.00	0.00
L16	STATION	11.00	0.00
L17	STATION	11.00	0.00
L18	STATION	11.00	0.00
L19	STATION	11.00	0.00
L20	STATION	11.00	0.00
L21	STATION	11.00	0.00
L22	STATION	11.00	0.00
L23	STATION	11.00	0.00
L24	STATION	11.00	0.00
L25	STATION	11.00	0.00
L26	STATION	11.00	0.00

SURVEYORS CERTIFICATE

I hereby certify that the plan shown hereon is correct.

That it is a subdivision of all of the land comprised by (1) Prince Georges County, Maryland, U.C. by deed dated November 21, 2002 and recorded among the Land Records of Prince Georges County, Maryland in Liber 16391 of Folio 486, containing 20,000 acres of land, and 21 part of the land conveyed by Collington Corporate Center I, Limited Partnership to Karington, LLC by deed dated December 26, 2000 and recorded among the Land Records in Liber 14206 of Folio 111, containing 240,482 acres of land.

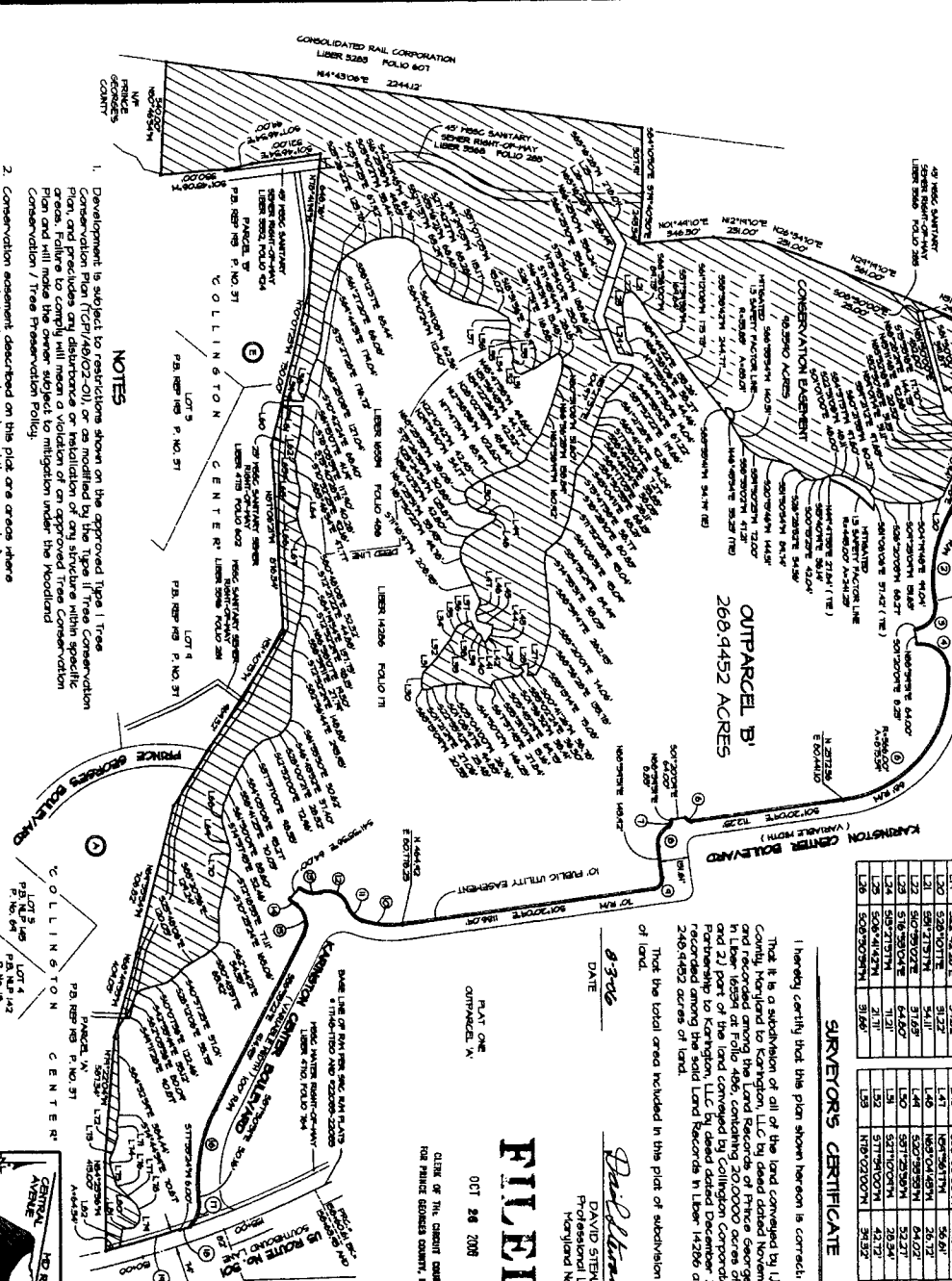
That the total area included in the plot of subdivision is 268,545.2 acres of land.

DATE: 8-3-06

DAVID STEPHART CERTY
Professional Land Surveyor
Maryland No. 10804

OWNERS DEDICATION

NO. EASEMENTS	DELTA	ARC	TAN	CHORD
1	0.0000	0.0000	0.0000	0.0000
2	0.0000	0.0000	0.0000	0.0000
3	0.0000	0.0000	0.0000	0.0000
4	0.0000	0.0000	0.0000	0.0000
5	0.0000	0.0000	0.0000	0.0000
6	0.0000	0.0000	0.0000	0.0000
7	0.0000	0.0000	0.0000	0.0000
8	0.0000	0.0000	0.0000	0.0000
9	0.0000	0.0000	0.0000	0.0000
10	0.0000	0.0000	0.0000	0.0000
11	0.0000	0.0000	0.0000	0.0000
12	0.0000	0.0000	0.0000	0.0000
13	0.0000	0.0000	0.0000	0.0000
14	0.0000	0.0000	0.0000	0.0000
15	0.0000	0.0000	0.0000	0.0000
16	0.0000	0.0000	0.0000	0.0000
17	0.0000	0.0000	0.0000	0.0000
18	0.0000	0.0000	0.0000	0.0000
19	0.0000	0.0000	0.0000	0.0000
20	0.0000	0.0000	0.0000	0.0000
21	0.0000	0.0000	0.0000	0.0000
22	0.0000	0.0000	0.0000	0.0000
23	0.0000	0.0000	0.0000	0.0000
24	0.0000	0.0000	0.0000	0.0000
25	0.0000	0.0000	0.0000	0.0000
26	0.0000	0.0000	0.0000	0.0000
27	0.0000	0.0000	0.0000	0.0000
28	0.0000	0.0000	0.0000	0.0000
29	0.0000	0.0000	0.0000	0.0000
30	0.0000	0.0000	0.0000	0.0000
31	0.0000	0.0000	0.0000	0.0000
32	0.0000	0.0000	0.0000	0.0000
33	0.0000	0.0000	0.0000	0.0000
34	0.0000	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000	0.0000
36	0.0000	0.0000	0.0000	0.0000
37	0.0000	0.0000	0.0000	0.0000
38	0.0000	0.0000	0.0000	0.0000
39	0.0000	0.0000	0.0000	0.0000
40	0.0000	0.0000	0.0000	0.0000
41	0.0000	0.0000	0.0000	0.0000
42	0.0000	0.0000	0.0000	0.0000
43	0.0000	0.0000	0.0000	0.0000
44	0.0000	0.0000	0.0000	0.0000
45	0.0000	0.0000	0.0000	0.0000
46	0.0000	0.0000	0.0000	0.0000
47	0.0000	0.0000	0.0000	0.0000
48	0.0000	0.0000	0.0000	0.0000
49	0.0000	0.0000	0.0000	0.0000
50	0.0000	0.0000	0.0000	0.0000
51	0.0000	0.0000	0.0000	0.0000
52	0.0000	0.0000	0.0000	0.0000
53	0.0000	0.0000	0.0000	0.0000
54	0.0000	0.0000	0.0000	0.0000
55	0.0000	0.0000	0.0000	0.0000
56	0.0000	0.0000	0.0000	0.0000
57	0.0000	0.0000	0.0000	0.0000
58	0.0000	0.0000	0.0000	0.0000
59	0.0000	0.0000	0.0000	0.0000
60	0.0000	0.0000	0.0000	0.0000
61	0.0000	0.0000	0.0000	0.0000
62	0.0000	0.0000	0.0000	0.0000
63	0.0000	0.0000	0.0000	0.0000
64	0.0000	0.0000	0.0000	0.0000
65	0.0000	0.0000	0.0000	0.0000
66	0.0000	0.0000	0.0000	0.0000
67	0.0000	0.0000	0.0000	0.0000
68	0.0000	0.0000	0.0000	0.0000
69	0.0000	0.0000	0.0000	0.0000
70	0.0000	0.0000	0.0000	0.0000
71	0.0000	0.0000	0.0000	0.0000
72	0.0000	0.0000	0.0000	0.0000
73	0.0000	0.0000	0.0000	0.0000
74	0.0000	0.0000	0.0000	0.0000
75	0.0000	0.0000	0.0000	0.0000
76	0.0000	0.0000	0.0000	0.0000
77	0.0000	0.0000	0.0000	0.0000
78	0.0000	0.0000	0.0000	0.0000
79	0.0000	0.0000	0.0000	0.0000
80	0.0000	0.0000	0.0000	0.0000
81	0.0000	0.0000	0.0000	0.0000
82	0.0000	0.0000	0.0000	0.0000
83	0.0000	0.0000	0.0000	0.0000
84	0.0000	0.0000	0.0000	0.0000
85	0.0000	0.0000	0.0000	0.0000
86	0.0000	0.0000	0.0000	0.0000
87	0.0000	0.0000	0.0000	0.0000
88	0.0000	0.0000	0.0000	0.0000
89	0.0000	0.0000	0.0000	0.0000
90	0.0000	0.0000	0.0000	0.0000
91	0.0000	0.0000	0.0000	0.0000
92	0.0000	0.0000	0.0000	0.0000
93	0.0000	0.0000	0.0000	0.0000
94	0.0000	0.0000	0.0000	0.0000
95	0.0000	0.0000	0.0000	0.0000
96	0.0000	0.0000	0.0000	0.0000
97	0.0000	0.0000	0.0000	0.0000
98	0.0000	0.0000	0.0000	0.0000
99	0.0000	0.0000	0.0000	0.0000
100	0.0000	0.0000	0.0000	0.0000



NOTES

- Development is subject to restrictions shown on the approved figure 1. Tree Conservation Plan (TCP) (48/02-01) or as modified by the site specific Tree Conservation Plan (TCP) (48/02-01) or as modified by the site specific Tree Conservation Plan and will make the owner subject to the Woodland Conservation / Tree Preservation Policy.
- Conservation easement described on this plot or a greater area where the restriction is prohibited without prior written consent from the MDC/PC Planning Director or designers. The removal of hazardous trees, limbs, branches or trunks is permitted. The assessment may be further adjusted as outlined in the DSR No. 05042 and preliminary plan of subdivision No. 05042 resolutions.
- An automatic fire suppression system shall be provided in all properties in accordance with National Fire Protection Association Standard applicable Prince Georges County laws, unless Prince Georges County applicable determines that an alternative method of fire suppression is warranted.
- Approval of this plot is based upon reasonable expectation that sewer service will be available when needed and is conditioned on the issuance of a Sewerage Commission Order of Construction.
- Prior to the issuance of any building permits which require wetlands delineation, the applicant shall obtain a Wetlands Delineation Report from a qualified professional engineer or other qualified professional in accordance with the U.S. Army Corps of Engineers 40 CFR 223.16 and associated mitigation plans shall be submitted to the MDC/PC Planning Department.
- Resubdivision of Outparcels A and B shall be in accordance with Preliminary Plan 4-04035 or any subsequent preliminary plans.

APPROVED: *Shirley A. Gandy*
CHAIRMAN

APPROVED: *Shirley A. Gandy*
ASSISTANT SECRETARY

APPROVED: *Shirley A. Gandy*
DIRECTOR OF DESIGNER

MDC/PC RECORD FILE NO. 5-5-0438

FOR PUBLIC WATER AND SEWER SYSTEMS ONLY

THE HARTLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PRINCE GEORGES COUNTY PLANNING BOARD

DEPARTMENT OF ENVIRONMENTAL RESOURCES
PRINCE GEORGES COUNTY, MARYLAND

APPROVED: *Sybilina B. Davis*
DIRECTOR

ZONED: E-1A
2012 E 14, 201 SE 13 114
PRELIMINARY PLAN NO. 4-04035

RECORDED: *10-26-06*
PLAT BOOK: *REPL 25*
PLAT NO.: *40*

FILED
OCT 26 2006
DAVID STEPHART CERTY
Professional Land Surveyor
Maryland No. 10804

NOTES

1. An automatic fire suppression system shall be provided in all properties in accordance with National Fire Protection Association Standard applicable Prince Georges County laws, unless Prince Georges County applicable determines that an alternative method of fire suppression is warranted.

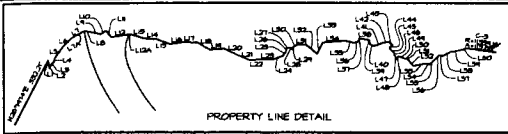
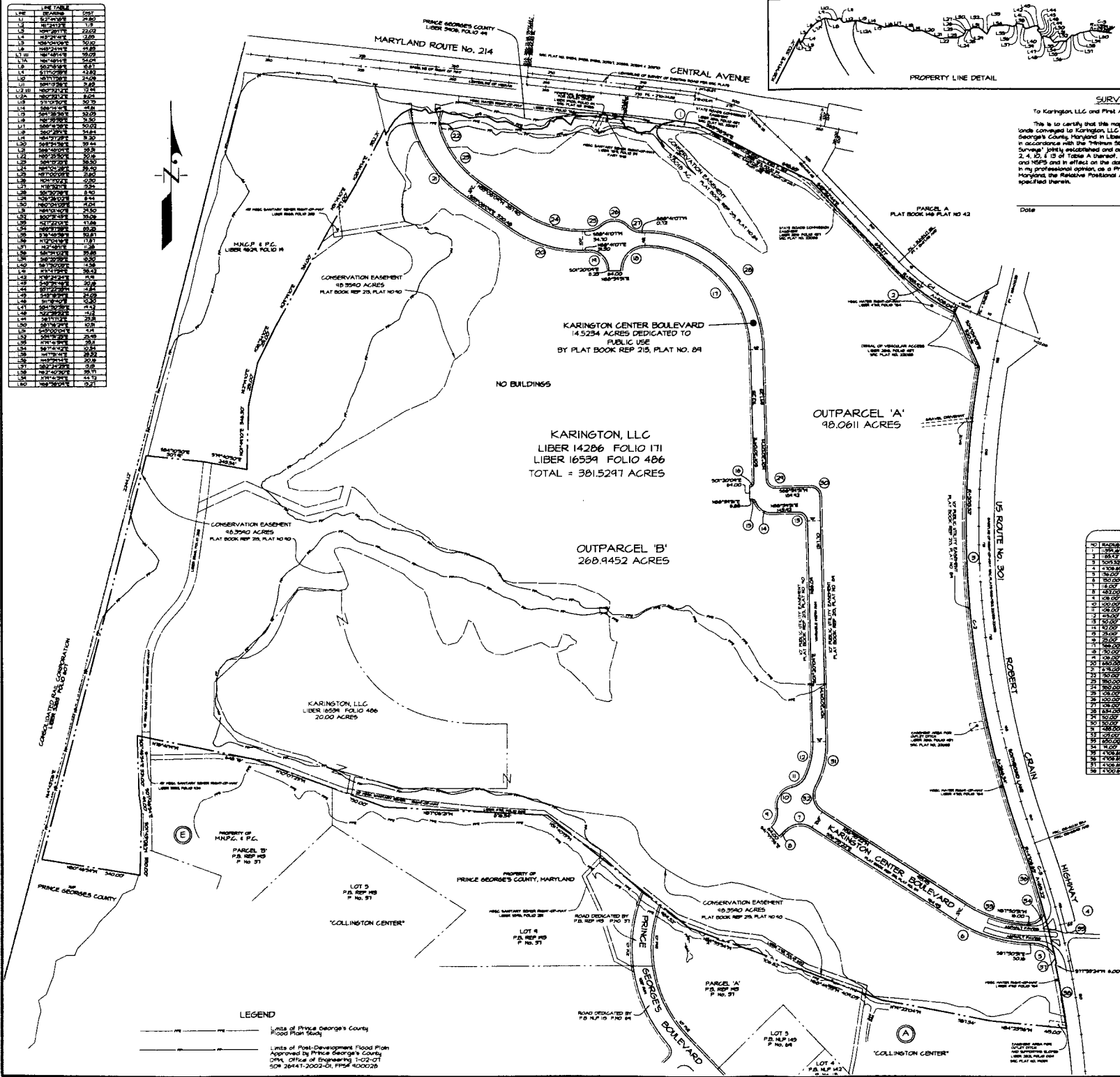
2. Approval of this plot is based upon reasonable expectation that sewer service will be available when needed and is conditioned on the issuance of a Sewerage Commission Order of Construction.

3. Prior to the issuance of any building permits which require wetlands delineation, the applicant shall obtain a Wetlands Delineation Report from a qualified professional engineer or other qualified professional in accordance with the U.S. Army Corps of Engineers 40 CFR 223.16 and associated mitigation plans shall be submitted to the MDC/PC Planning Department.

4. Resubdivision of Outparcels A and B shall be in accordance with Preliminary Plan 4-04035 or any subsequent preliminary plans.

38323 154

LINE	DESCRIPTION	START	END
L1	150.000	0.00	100.00
L2	150.000	100.00	200.00
L3	150.000	200.00	300.00
L4	150.000	300.00	400.00
L5	150.000	400.00	500.00
L6	150.000	500.00	600.00
L7	150.000	600.00	700.00
L8	150.000	700.00	800.00
L9	150.000	800.00	900.00
L10	150.000	900.00	1000.00
L11	150.000	1000.00	1100.00
L12	150.000	1100.00	1200.00
L13	150.000	1200.00	1300.00
L14	150.000	1300.00	1400.00
L15	150.000	1400.00	1500.00
L16	150.000	1500.00	1600.00
L17	150.000	1600.00	1700.00
L18	150.000	1700.00	1800.00
L19	150.000	1800.00	1900.00
L20	150.000	1900.00	2000.00
L21	150.000	2000.00	2100.00
L22	150.000	2100.00	2200.00
L23	150.000	2200.00	2300.00
L24	150.000	2300.00	2400.00
L25	150.000	2400.00	2500.00
L26	150.000	2500.00	2600.00
L27	150.000	2600.00	2700.00
L28	150.000	2700.00	2800.00
L29	150.000	2800.00	2900.00
L30	150.000	2900.00	3000.00
L31	150.000	3000.00	3100.00
L32	150.000	3100.00	3200.00
L33	150.000	3200.00	3300.00
L34	150.000	3300.00	3400.00
L35	150.000	3400.00	3500.00
L36	150.000	3500.00	3600.00
L37	150.000	3600.00	3700.00
L38	150.000	3700.00	3800.00
L39	150.000	3800.00	3900.00
L40	150.000	3900.00	4000.00
L41	150.000	4000.00	4100.00
L42	150.000	4100.00	4200.00
L43	150.000	4200.00	4300.00
L44	150.000	4300.00	4400.00
L45	150.000	4400.00	4500.00
L46	150.000	4500.00	4600.00
L47	150.000	4600.00	4700.00
L48	150.000	4700.00	4800.00
L49	150.000	4800.00	4900.00
L50	150.000	4900.00	5000.00



SURVEYOR'S CERTIFICATE
 To Karington, LLC and First American Title Insurance Company:
 This is to certify that this map or plat, and the survey on which it is based, of the lands conveyed to Karington, LLC by deeds recorded among the Land Records of Prince George's County, Maryland in Liber 14286, Folio 171 and Liber 16539, Folio 486 were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Title Land Surveys' jointly established and accepted by ALTA and NSPS in 2005, and include Items 2, 4, 10, 11 & 13 of "Type A" thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of the certification, undersigned further certifies that in my professional opinion, as a Professional Land Surveyor registered in the State of Maryland, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Michael J. Gohse
 Professional Land Surveyor
 Maryland No. 21440

- Items listed in Schedule 'A' of the survey include:
1. The survey required.
 2. No survey required.
 3. The boundary of an easement.
 4. Easements, rights, and interests.
 5. Easements, rights, and interests.
 6. Easements, rights, and interests.
 7. Easements, rights, and interests.
 8. Easements, rights, and interests.
 9. Easements, rights, and interests.
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 45. Easements, rights, and interests.
 46. Easements, rights, and interests.
 47. Easements, rights, and interests.
 48. Easements, rights, and interests.
 49. Easements, rights, and interests.
 50. Easements, rights, and interests.

CURVE TABLE

NO.	START	END	CHORD	CHORD BEARING	CHORD DISTANCE	CHORD BEARING
1	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
2	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
3	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
4	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
5	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
6	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
7	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
8	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
9	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
10	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
11	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
12	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
13	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
14	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
15	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
16	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
17	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
18	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
19	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
20	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
21	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
22	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
23	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
24	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
25	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
26	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
27	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
28	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
29	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
30	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
31	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
32	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
33	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
34	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
35	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
36	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
37	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
38	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
39	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
40	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
41	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
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45	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
46	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
47	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
48	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
49	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E
50	150.000	150.000	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E

LEGEND
 Limits of Prince George's County Flood Plain (Shaded)
 Limits of Post-Development Flood Plain Approved by Prince George's County DPA, Office of Engineering 11/03/07 SOW 26441-2002-01, FFS# 400028

ALTA / ACSM
 KARINGTON CENTER BOULEVARD
 OUTPARCEL 'A' & 'B'
 KARINGTON, LLC
 QUEEN ANNE
 PRINCE GEORGE'S COUNTY, MARYLAND

NO.	DATE	DESCRIPTION
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EXHIBIT B**KARINGTON AS OF MARCH 8, 2016**

Property Size:	381.5297 acres
Zoning:	E-I-A (Employment and Institutional Area), permits M-X-T (Mixed-Use) for projects such as Karington
Proposed Land Use:	Approximately 450,000-550,000 square feet of retail use, approximately 0-200,000 square feet of office use, approximately 390 hotel rooms and approximately 1,388 dwelling units, including 400 multi-family apartments, 216 condominium units, , 491 townhouse units and 281 single-family detached units.
Project Status:	Conceptual Site Plan approved by District Council and Preliminary Subdivision Plan approved by County Planning Board, 2004. Detailed Site Plan for grading and infrastructure approved, 2005. Final Subdivision Plan approved, 2006. Revision to Detailed Site Plan and Woodland Conservation Plan approved, 2008. Stormwater management and sediment control permits approved, 2011. Overall Rough Grading Permit approved and ready for issuance, 2013.