

LAYOUT _____ INSP 3 _____

INSP 2 _____ INSP 4 _____

ISSUE DATE: 12/14/04

TANKS INSTALLED: _____

APPROVAL DATE: _____

PERMIT

P 521621

A _____

ON-SITE SEWAGE HOLDING TANK SYSTEM HOWARD COUNTY HEALTH DEPARTMENT BUREAU OF ENVIRONMENTAL HEALTH

South Carrol Backhoe, Inc. IS PERMITTED TO INSTALL ALTER

ADDRESS: 4410 Salem Bottom Rd., Westminster PHONE NUMBER: 410-875-4197

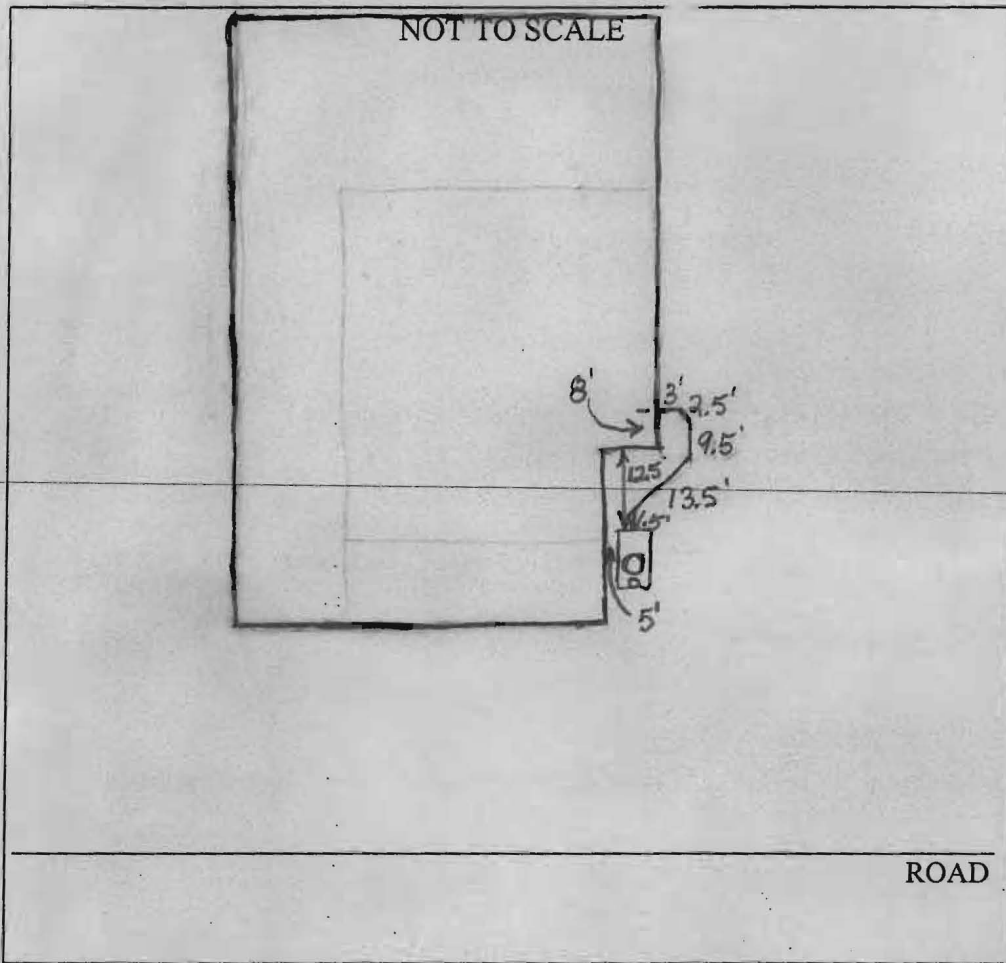
COMMERCIAL FACILITY NAME: _____ TAX MAP: 48
PARCEL: 120

SITE ADDRESS: 10979 Guilford Road PROPERTY OWNER: Wilhelm Business Ent

DAILY DESIGN FLOW: GPD	
HOLDING TANK CONFIGURATION: 1 NEW TANKS AT 1500 GALLONS EACH EXISTING TANKS AT 1000 GALLONS EACH	
AUDIBLE HIGH WATER ALARM TO BE INSTALLED IN ALL SINGLE TANK CONFIGURATIONS. IF MULTIPLE TANKS, AUDIBLE HIGH WATER ALARM TO BE INSTALLED IN 1st TANK.	
LOCATION:	
NOTES:	1500 Gallon Tank with alarm and 225 gallon storage above alarm. This is a temporary permit for a holding tank until public sewer can be hooked up, at that time the tank must be pumped and removed.

PLANS APPROVED: Brian Baker DATE: 12/14/04

- NOTE: PERMIT VOID AFTER 2 YEARS
- NOTE: CONTRACTOR RESPONSIBLE FOR SCHEDULING A PRE-CONSTRUCTION INSPECTION
- NOTE: WATERTIGHT SEPTIC TANKS REQUIRED
- NOTE: ALL TANKS SHALL BE 100 FEET FROM ANY WATER WELL UNLESS OTHERWISE AUTHORIZED
- NOTE: MANHOLE RISERS REQUIRED ON ALL SEPTIC TANKS UNLESS SPECIFICALLY AUTHORIZED
- NOTE: HEALTH DEPARTMENT MUST RECEIVE DOCUMENTATION THAT HOLDING TANK AGREEMENT HAS BEEN RECORDED IN COUNTY LAND RECORDS PRIOR TO FINAL SYSTEM APPROVAL.**
- NEITHER THE HOWARD COUNTY COUNCIL NOR THE HEALTH DEPARTMENT IS RESPONSIBLE FOR THE SUCCESSFUL OPERATION OF ANY SYSTEM**
- PERMITTEE RESPONSIBLE FOR OBTAINING FINAL APPROVAL ON THIS PERMIT**
- CALL 410-313-1771 FOR INSPECTION OF SEPTIC SYSTEM**



HOLDING TANK DATA

HOLDING TANK 1 LEVEL

CAPACITY 1500 GAL

SEAM LOC Top

TANK LID DEPTH 1'-1.5'

MANHOLE LOC Middle

6" PORT LOC Front

WATERTIGHT TEST No

HOLDING TANK 2 LEVEL _____

CAPACITY _____ GAL

SEAM LOC _____

TANK LID DEPTH _____

MANHOLE LOC _____

6" PORT LOC _____

WATERTIGHT TEST _____

HOLDING TANK 3 LEVEL _____

CAPACITY _____ GAL

SEAM LOC _____

TANK LID DEPTH _____

MANHOLE LOC _____

6" PORT LOC _____

WATERTIGHT TEST _____

HOLDING TANK 4 LEVEL _____	HOLDING TANK 5 LEVEL _____	HOLDING TANK 6 LEVEL _____
CAPACITY _____ GAL	CAPACITY _____ GAL	CAPACITY _____ GAL
SEAM LOC _____	SEAM LOC _____	SEAM LOC _____
TANK LID DEPTH _____	TANK LID DEPTH _____	TANK LID DEPTH _____
MANHOLE LOC _____	MANHOLE LOC _____	MANHOLE LOC _____
6" PORT LOC _____	6" PORT LOC _____	6" PORT LOC _____
WATERTIGHT TEST _____	WATERTIGHT TEST _____	WATERTIGHT TEST _____

PRE-CONSTRUCTION 12/14/04 Holding tank agreement signed. Tank sized for 15 employees for 5 days use of toilets. The number of

INSTALLATION employees is per Wayne Wilhelm. Supposed to connect to public sewer by 5/31/2005. Alarm needs to be installed. (BB)

FINAL INSPECTOR _____ DATE OF APPROVAL _____



South Carroll Backhoe, Inc.

4410 Salem Bottom Road • Westminster, Maryland 21157
Phone: 875-4197

March 25, 2005

Wilhelm Commercial Builders
10979 Guilford Road
Annapolis Junction, MD 20701

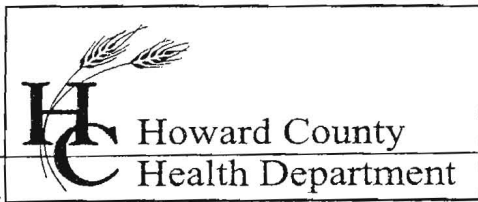
To Whom It May Concern:

South Carroll Backhoe, Inc. has pumped and removed the septic tank located at 10979 Guilford Road according to Howard County Health Dept. requirements.

Sincerely,

A handwritten signature in cursive script that reads "Kenneth G. Schissler".

Kenneth G. Schissler
Vice President



Bureau of Environmental Health
7178 Columbia Gateway Drive, Columbia, MD 21046
(410) 313-2640 Fax (410) 313-2648
TDD (410) 313-2323 Toll Free 1-866-313-6300
website: www.hchealth.org

Penny E. Borenstein, M.D., M.P.H., Health Officer

April 22, 2005

Wilhelm Commercial Builders
10979 Guilford Road, Suite B
Annapolis Junction, Maryland 20701
Attn: Wayne Wilhelm

Re: Septic tank removal/abandonment - 10979 Guilford Road

Dear Mr. Wilhelm:


This letter is in response to your request on 4/22/05 regarding proper procedures for removal of the septic tank

In reviewing your file, it appears the sequence is as follows: In the process of subdividing your lot, you were required to remove your existing septic tank and place the existing building on a holding tank. An on-site holding tank permit was obtained and a Consent Agreement for the Temporary Holding Tank Sewage Disposal System recorded with the Clerk of the Court on December 14, 2004. The holding tank was installed the same day with an inspection by the Health Department.

The standard procedure for removal/abandonment of a septic tank is to have the tank first pumped out by a licensed scavenger contractor, collapse the tank (typically with a backhoe) and fill with suitable material (clean fill or gravel) or to have the tank pumped and completely removed and disposed of in an appropriate manner. The Health Department does not routinely inspect removal/abandonments of septic tanks, but does require the contractor to document the action: such as the letter submitted by South Carroll Backhoe dated March 25, 2005 stating that the existing septic tank was pumped and removed. South Carroll Backhoe is a contractor we inspect on a regular basis for septic installations and abandonments.

The final process will be the installation of lines from the building connections to public sewer at the street. This would be inspected by The Department of Public Works, Bureau of Utilities.

Sincerely,



Stuart F. Oster, R.S.
Well and Septic Program
Groundwater Management Section

Cc: File

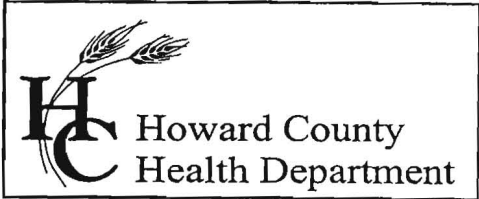
Circuit Court for
HOWARD COUNTY
Clerk of the Court,
MARGARET D. RAPPAPORT
8360 COURT AVENUE
ELLICOTT CITY, MO 21043-
(410) 313-2111

Transaction Block:	3558
Ref: 127	
AGREEMENT	AMOUNT
IMP FD SURE 95	20.00
RECORDING FEE \$20.00	20.00
SUBTOTAL:	40.00
TOTAL CHARGES:	40.00
PAYMENTS	
CASH	40.00
TOTAL TENDERED:	40.00

Cashier: PJR Reg # 1195

Rept #: 20478

Date: Dec 14, 2004 Time: 08:38 am



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(410) 313-2640 Fax (410) 313-2648
TDD (410) 313-2323 Toll Free 1-866-313-6300
website: www.hchealth.org

Penny E. Borenstein, M.D., M.P.H., Health Officer

122

**CONSENT AGREEMENT FOR THE TEMPORARY USE OF A HOLDING TANK
SEWAGE DISPOSAL SYSTEM**

THIS AGREEMENT made this 14th day of December, 2004,
by and between Wilhelm Business Enterprises L.L.C. HEREINAFTER REFERRED TO
AS Owner, and the Howard County Bureau of Environmental Health, HEREINAFTER
REFERRED TO AS the Bureau.

WHEREAS, Owner is seized and possessed of a tract of land at
10979 Guilford Road, known as Tax Map
48, Parcel 120B, Block 14, the deed to same being recorded
among the land records of Howard County, Maryland in Liber 7671, Folio
212.

WHEREAS, the Owner has requested the permission of the Bureau to
temporarily use a holding tank for a small office building. The holding tank
will be pumped out and abandoned upon connection to public sewer. The
connection to public sewer must be made by May 31st 2005.

A. The Owner will install a holding tank(s) consistent with the design
approved and permitted by the Bureau and follow the relevant provisions
of COMAR 26.04. in regards to holding tank operation.

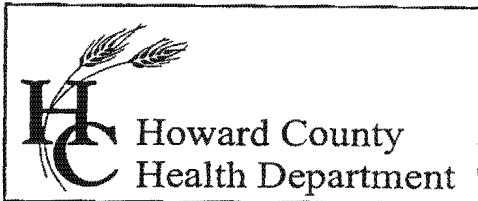
20
20
21
B. Owner agrees to insure reasonable access to the property and system
by the Bureau as well as to provide any information requested by the
Bureau to assure proper operation and maintenance of the holding tank(s).

C. Owner agrees that there shall be no liability on the part of the
County or Bureau to the Owner if the holding tank(s) is not properly
maintained.

D. Owner acknowledges and agrees that neither the Bureau nor any of its
agents or employees, either officially or individually, underwrites the
operation of the holding tank(s).

E. The Owner will devote such care and effort to the maintenance of the
holding tank(s) so that it shall not malfunction and cause pollution
at the ground surface, the waters of the state, or create a nuisance.

F. The Owner agrees that he shall not alter or tamper with the holding
tank(s) in any way that would cause it to malfunction or change it from
its intended purpose of sewage storage with the sewage disposal being
accomplished by a scavenger.



7178 Columbia Gateway Drive, Columbia, MD 21046
(410) 313-2640 Fax (410) 313-2648
TDD (410) 313-2323 Toll Free 1-866-313-6300
website: www.hchealth.org

Penny E. Borenstein, M.D., M.P.H., Health Officer

G. The Owner agrees that, should the holding tank(s) be determined to pose a threat to the public health, safety or comfort, the Bureau may order any necessary changes or corrections for which the Owner agrees to pay. System modification may include requirements for additional tanks and/or more frequent pumping of the holding tank(s).

H. The Owner understands that if violations occur from failure to maintain the holding tank(s) properly, the Bureau may take legal action to insure compliance.

I. The Owner shall contact the Howard County Bureau of Environmental Health at least 24 hours prior to system completion so that the Bureau may inspect the system in the field with the installer. The Owner further agrees that this system will be installed according to the plans and specifications approved by the Bureau and any changes determined to be necessary by the Bureau as a result of reviewing the field conditions.

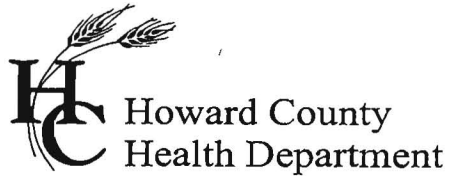
J. This agreement shall run with the land and binds the Owner, his heirs, successors or assigns to the provisions of the agreement until the connection to public sewer is made. Owner further agrees that he/she shall inform any purchaser or lessee of the property of the holding tank(s) and all conditions in association with it.

K. Owner agrees to record this agreement in the land records of Howard County and assure that it becomes part of the Deed for the subject property in order that prospective buyers may be made aware of the special conditions affecting this property. This agreement shall not be construed to limit any authority of the Bureau to protect the public health, safety or comfort or to issue any other orders or take any other action which is now or may hereinafter be within its authority.

L. Owner certifies that he has obtained a cost estimate and is financially capable of having the sewage removed from the holding tank(s) by a permitted sewage waste hauler on a regular basis so that the holding tank(s) never overflows. The Owner further agrees to enter into and maintain a written service contract with a permitted scavenger and will forward a copy to the Bureau prior to the approval of the permit for the holding tank(s) installation.

M. If the Owner installs any new plumbing, he/she shall install only water conserving fixtures (e.g. toilets installed will use no more than 1.6 gallons of water per flush).

N. The Owner shall not perform any renovations or remodeling which enlarges the commercial area or in any way results in a potential increase in wastewater discharge.



7178 Columbia Gateway Drive, Columbia, MD 21046
(410) 313-2640 Fax (410) 313-2648
TDD (410) 313-2323 Toll Free 1-866-313-6300
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Penny E. Borenstein, M.D., M.P.H., Health Officer

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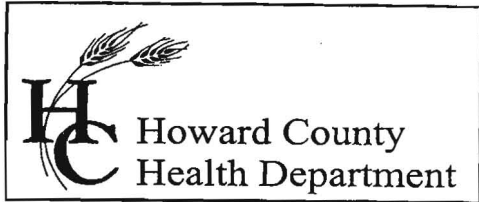
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 TDD (410) 313-2323 Toll Free 1-866-313-6300
 website: www.hchealth.org

Penny E. Borenstein, M.D., M.P.H., Health Officer

O. The approval of a holding tank system provided for in this agreement is only for an interim period until the connection to public sewerage is made.

P. The Owner shall provide notice of continuous pumping of the tank(s) by a licensed scavenger as evidenced by submitting copies of pumping receipts to the Bureau on a quarterly basis.

WITNESS, the hand and seal of the parties hereto.

DATE: 12/14/04
 OWNER: Wayne Wilhelm
 \ Wilhelm Business Enterprises L.L.C.

IMP FD SURE > 20.00
 RECORDING FEE 20.00
 TOTAL 40.00
 Recpt CHG5 Recpt #: 20478
 MOR FOR 31K #: 3550
 Dec 14: 2004 00:00 am

DATE: _____
 OWNER: _____

DATE: _____
 OWNER: _____

DATE: Brian Baker
12/14/04

\ Sanitarian, Howard County
 Bureau of Environmental Health

DATE: Robert J Weber
12/13/2004

Director, Howard County
 Bureau of Environmental Health

PURCHASE ORDER NO: 44400

TO: Rollo Potts
 2900 Dede Road
 Finksburg, MD 21048
 Attn: Kelly Fucay



10979 Guilford Road, Suite B
 Annapolis Junction, Maryland 20701
 Baltimore (410)880-6242
 Washington (301)206-5454
 Baltimore Fax (410)792-9494
 Washington Fax (301)206-9494

Show this Purchase Order Number
 on all correspondence, invoices,
 shipping papers and packages.

JOB # 24168	COST CODE 016106
SHIP TO: Annapolis Junction Business Park 10979 Guilford Road Annapolis Junction, MD 20701	

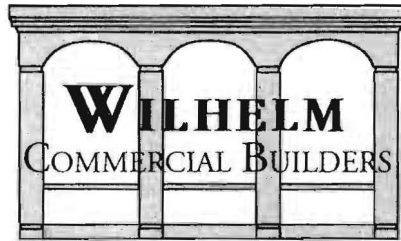
PHONE: 1-877-763-3535
 FAX:

SHIP VIA Quinsard	FOB Jobsite	DATE 11/17/04	TERMS 30 days	F.M. Berry Jean Shi	JOB PHONE 410-978-7041
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QTY. ORDERED	QTY. RECVD	STOCK NO/DESCRIPTION	UNIT PRICE	TOTAL
2 ea.		Portable Jobsite toilets, clean 1 time a week	\$75 per month	150.00
1 ea.		1000 gallon storage tank for building to be pumped out once a week	\$95 per month	95.00

SPECIAL INSTRUCTIONS:	SUB TOTAL:	
	TAX:	
	TOTAL:	

SIGNED:



December 1, 2004

Howard County Health Department
7178 Columbia Gateway Drive
Columbia, MD 21046

Attn: Mr. Brian Baker

Dear Mr. Baker

Per our SDP 04-098 and signed developer's agreement we here by request approval to remove the existing septic system and install a temporary 1,000 gallon holding tank for use for our building until May of 2005. By May of 2005 our building will be connected to the public water and sewer per the attached drawing. We have redlined the Erosion and Sediment Control Plan showing the correct location of the existing septic system. The Site Plan shows the location of the temporary holding tank for existing Building #2. We have also included a copy of Purchase Order #44400 to Rollo Potty for weekly pumping of the holding tank.

In regards to schedule time is of the essence. In order to allow the mass grading to continue we would like to perform the work the week of December 6th with your approval.

If you have any questions or need any additional information please contact me. You may contact me by cell phone at 443-928-2020.

Sincerely,
Wilhelm Commercial Builders, Inc.

Wayne Wilhelm
President

Enclosures

Wilhelm Commercial Builders, Inc.
10979 Guilford Road, Suite B • Annapolis Junction, Maryland 20701
Balt. Area Phone (410) 880-6242 • Wash. Area Phone (301) 206-5454
Fax (410) 792-9494 • Fax (301) 206-9494



Wayne Wilhelm
President

Wilhelm Commercial Builders, Inc.
10979 Guilford Rd., Ste. B
Annapolis Junction, MD 20701
Balt. 410-880-6242
Wash. 301-206-5454

Mobile: 443-928-2020

Balt. Fax 410-792-9494
Wash. Fax 301-206-9494

Email: wwilhelm@wilhelmbuilders.com

12/13/04

John -

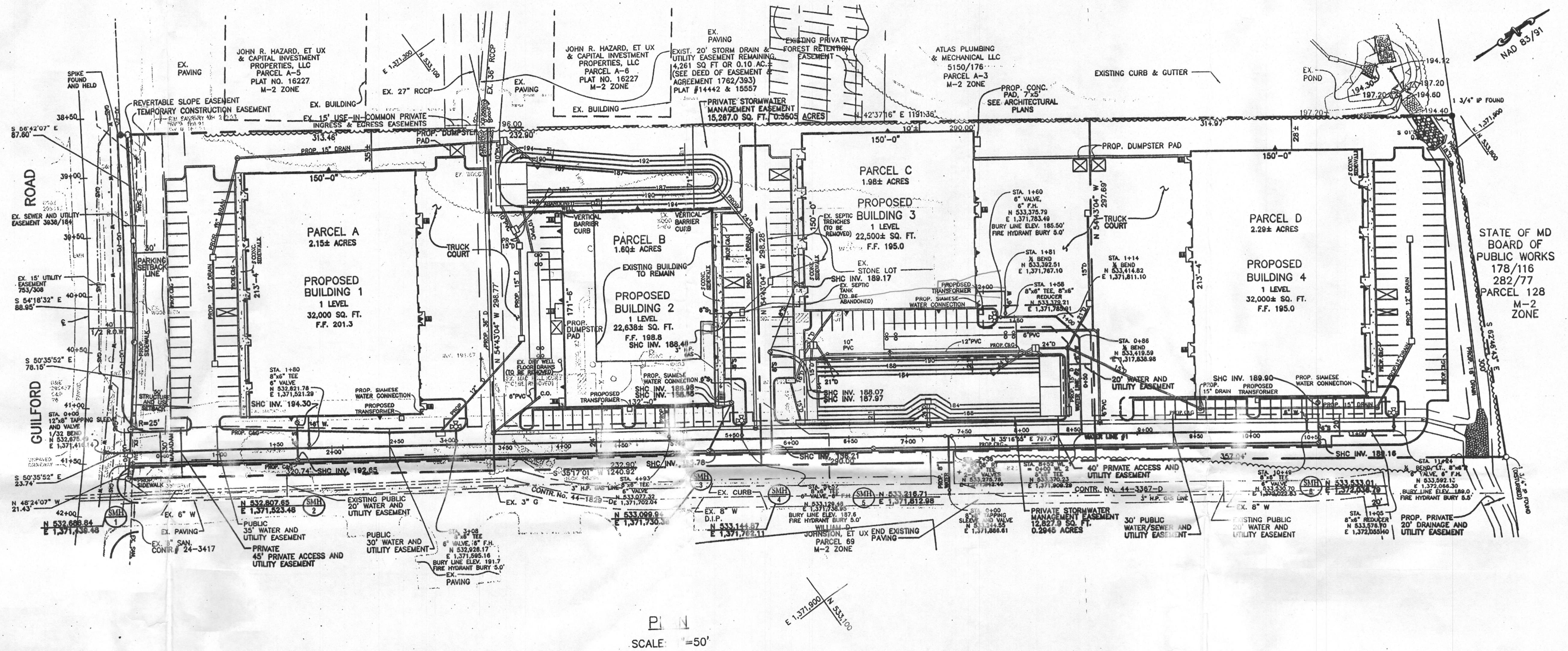
Please call Wayne

Wilhelm ASAP.

mlb

(over)

HOWARD COUNTY, MARYLAND
DEPARTMENT OF PUBLIC WORKS
CONTRACT #24-4211-D



F-04-07
SDP-04-098

REVIEWED FOR HOWARD SOIL CONSERVATION DISTRICT AND MEETS TECHNICAL REQUIREMENT.

Jim Meyer 7/21/04
SIGNATURE DATE

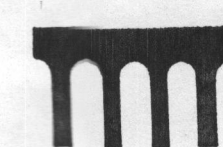
U.S.D.A. NATURAL RESOURCES CONSERVATION SERVICE

THIS DEVELOPMENT PLAN IS APPROVED FOR SOIL EROSION AND SEDIMENT CONTROL BY THE HOWARD SOIL CONSERVATION DISTRICT

APPROVED: *John L. Roberts* 7/21/04
HOWARD S.C.D. DATE

DEPARTMENT OF PUBLIC WORKS
HOWARD COUNTY, MARYLAND

DEPARTMENT OF PLANNING AND ZONING
HOWARD COUNTY, MARYLAND



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS, PLANNERS, SURVEYORS
32 WEST ROAD
TOWSON, MARYLAND 21204
(410) 823-8070



DES:				
DRN:				
CHK:				
DATE:	BY	NO	REVISION	DATE

WATER EXTENSIONS

600' SCALE MAP NO. 48 BLOCK NO. 14, 20

ANNAPOLIS JUNCTION
BUSINESS PARK

2nd ELECTION DISTRICT, 4 LOTS
HOWARD COUNTY, MARYLAND
CONTRACT # 24-4211-D

SCALE
1"=50'

SHEET
2 OF 3

Robert Swanson 7-22-04
CHIEF, BUREAU OF UTILITIES DATE

John P. ... 8/4/04
CHIEF, DEVELOPMENT ENGINEERING DIVISION DATE

SITE ANALYSIS

- TOTAL SITE AREA: WITHOUT ROAD R/W: 8.024 AC.
- TOTAL NUMBER OF PARCELS: 4. PARCEL "A" 2.150 AC., PARCEL "B" 1.596 AC., PARCEL "C" 1.984 AC., PARCEL "D" 2.294 AC.
- DEED REFERENCE: 07671/212
- THE SUBJECT PROPERTY IS ZONED M2 PER THE FEBRUARY 2, 2004 COMPREHENSIVE ZONING PLAN.
- TAX MAP: 48 GRID: 14 PARCEL: 120 ELECTION DISTRICT: 6
- PARKING TABULATION:

PROVIDED: 186 SPACES (INCLUDING 9 HANDICAP SPACES)

7. SITE AREA TABULATION: (WITHOUT ROAD R/W)

A. TOTAL PARCEL AREA :	8.024 AC.	(PARCELS A-D)	
B. TOTAL BUILDING AREA :	2,505 AC.	31.2% COVERAGE	
C. PARCEL AREA: PARCEL "A" 2.150 AC., PARCEL "B" 1.596 AC., PARCEL "C" 1.984 AC., PARCEL "D" 2.294 AC.			
D. BUILDING AREA:			
PARCEL "A"			
OFFICE - 11,750 SF @ 3.3/1000 S.F.	= 38.8		
WAREHOUSE - 20,250 SF @ 0.5 P.S./1000 S.F.	= 10.1		
			48.9 = 49 REQ'D
PARCEL "B"			
OFFICE - 9,500 SF @ 3.3/1000 S.F.	= 31.3		
WAREHOUSE - 13,138 SF @ 0.5 P.S./1000 S.F.	= 6.6		
			38.0 = 38 REQ'D
PARCEL "C"			
OFFICE - 9,500 SF @ 3.3/1000 S.F.	= 31.3		
WAREHOUSE - 13,000 SF @ 0.5 P.S./1000 S.F.	= 6.5		
			37.8 = 38 REQ'D
PARCEL "D"			
OFFICE - 16,000 SF @ 3.3/1000 S.F.	= 52.8		
WAREHOUSE - 16,000 SF @ 0.5 P.S./1000 S.F.	= 8.0		
			60.8 = 61 REQ'D
PARKING REQUIRED:			P.S. 186

NOTE: THERE IS NO MANUFACTURING OR ASSEMBLY IN THE WAREHOUSE AREAS. ANY FUTURE CHANGES WILL HAVE TO BE ADDRESSED IN THE HOWARD COUNTY RED LINE REVISION PROCESS FOR APPROVAL.

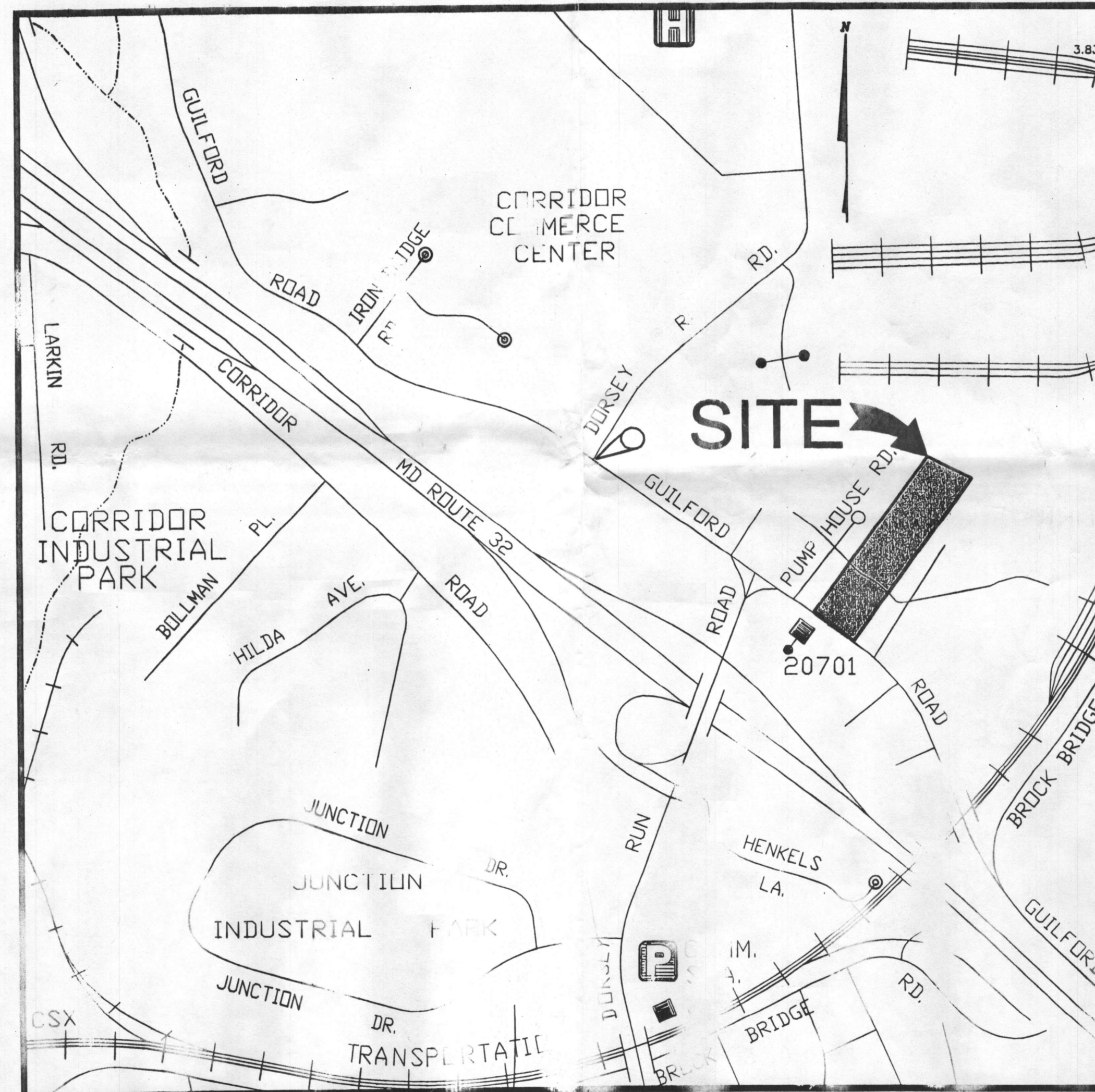
- OWNER: WILHELM BUSINESS ENTERPRISES, LLC
10979 GUILFORD ROAD
ANNAPOLIS JUNCTION, MARYLAND 20701
- PROPOSED USE IS OFFICE AND WAREHOUSE.
- THE STORMWATER MANAGEMENT FACILITY IS TO CONSIST OF SWM BASINS, UNDERGROUND SAND FILTER FOR WATER QUALITY, CHANNEL PROTECTION AND 10 YEAR STORM VOLUME. STORMWATER MANAGEMENT FOR THE IMPROVEMENTS SHOWN ON THIS PLAN ARE BASED ON MEASURED IMPERVIOUS AREAS USING REDEVELOPMENT CRITERIA. ANY ADDITIONAL CONSTRUCTION ON THIS SITE SHALL REQUIRE FURTHER EVALUATION OF THE STORMWATER MANAGEMENT PROVISIONS.
- TOTAL DISTURBED AREA = 349,351 S.F. = 8.02 AC ±
- PROPOSED BUILDINGS:

PARCEL "A", BUILDING 1 - 32,000 SF, 1-LEVEL, 34.2% BUILDING COVERAGE
PARCEL "B", BUILDING 2 - 22,638 SF, 1-LEVEL, 32.6% BUILDING COVERAGE
PARCEL "C", BUILDING 3 - 22,300 SF, 1-LEVEL, 26% BUILDING COVERAGE
PARCEL "D", BUILDING 4 - 32,000 SF, 1-LEVEL, 32% BUILDING COVERAGE
- THERE ARE NO WETLANDS/WETLANDS BUFFERS WITHIN THE LIMIT OF DISTURBANCE SHOWN FOR DEVELOPMENT ON THIS SITE PLAN.

ADDRESS CHART	
LOT/PARCEL #	STREET ADDRESS
PARCEL "A"	10981 GUILFORD ROAD
PARCEL "B"	10979 GUILFORD ROAD
PARCEL "C"	10977 GUILFORD ROAD
PARCEL "D"	10975 GUILFORD ROAD

PERMIT INFORMATION CHART					
SUBDIVISION NAME		SECTION/AREA		LOT/PARCEL NO.	
ANNAPOLIS JUNCTION BUSINESS PARK				PARCEL S A-D	
PLAT #	GRID #	ZONING	TAX MAP NO.	ELECT DISTR	CENSUS TRACT
	14	M-2	48	2	6069.01
WATER CODE		SEWER CODE			
B 02		4150000			

ANNAPOLIS JUNCTION BUSINESS PARK



VICINITY MAP
SCALE: 1"=600'



BENCH MARK
48G4-HOWARD CO. SURVEY CONTROL, BRASS DISK SET
IN TOP OF CONC. MONUMENT S/E COR. OF
GUILFORD RD. & DORSEY RUN RD.
N 531519.243 E 1371653.850 EL. 206.647 FT.
48G8-N 532530.284 E 1370623.784

OWNER/DEVELOPER

WILHELM BUSINESS ENTERPRISES, L.L.C.
10979 GUILFORD ROAD, SUITE A
ANNAPOLIS JUNCTION, MD 20701
C/O DIANNA WILHELM 443-661-1400

- GENERAL NOTES**
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF HOWARD COUNTY PLUS MSHA STANDARD AND SPECIFICATIONS IF APPLICABLE.
 - THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION AT (410) 313-1880 AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE START OF WORK.
 - THE CONTRACTOR SHALL NOTIFY "MISS UTILITY" AT 1-800-257-7777 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION WORK.
 - THE CONTRACTOR SHALL NOTIFY THE HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS, BUREAU OF UTILITIES AT (410) 313-4900 AT LEAST FIVE WORKING DAYS PRIOR TO STARTING ANY EXCAVATION WORK.
 - SITE AREA: 8.024 AC. ±
 - TRAFFIC CONTROL DEVICES, MARKINGS, AND SIGNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL STREET AND REGULATORY SIGNS SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF ANY ASPHALT.
 - ALL PLAN DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - EXISTING TOPOGRAPHY REFLECTS FIELD SURVEY BY CENTURY ENGINEERING
 - COORDINATES AND BEARING ARE BASED UPON THE MD STATE PLAN SYSTEM (NAD '83).
 - EXISTING WATER AND SEWER SHOWN IS PUBLIC.
 - STORMWATER MANAGEMENT QUANTITY AND QUALITY MANAGEMENT IS PROVIDED BY ON-SITE FACILITIES. THE FACILITIES CONSIST OF UNDERGROUND SAND FILTER FOR WATER QUALITY AND DRY POND FOR THE CPV VOLUME AND 10 YEAR STORM QUANTITY CONTROL.
 - ALL EXISTING WATER AND SEWER IS PER CONTRACT #'S: 653W, 24317 & 44-1829D.
 - NO EXISTING PUBLIC STORM DRAIN ON SITE.
 - ALL CURB RADII IS 5' UNLESS NOTED OTHERWISE
 - UTILITY INFORMATION TAKEN FROM APPROVED FINAL CONSTRUCTION PLANS FOR DEVELOPMENT CONTRACT NO. 44-1829-D, 44-3367-D, 24-3417 & 653-W.
 - ALL SIDEWALKS SHALL BE 5' WIDE EXCEPT WHERE DIMENSIONED OTHERWISE.
 - CONTRACTOR SHALL UTILIZE PVC FOR ALL SEWER HOUSE CONNECTIONS. CONTRACTOR SHALL UTILIZE D.I.P. (CL 51) FOR WATER SERVICE CONNECTION. (FIRE & DOMESTIC)
 - USE HOWARD COUNTY TRENCH BEDDING CLASS "C" FOR STORM DRAINS.
 - PAVED AREAS INDICATED ARE PRIVATE EXCEPT AS NOTED.
 - PROJECT BACKGROUND: SEE DEPT. OF PLANNING & ZONING FILE NUMBERS: SDP-80-073, WP-04-073, F-04-107
 - ALL PROPOSED RAMPS SHALL BE IN ACCORDANCE WITH CURRENT A.D.A. STANDARDS. MAXIMUM SIDEWALK GROSS SLOPE SHALL BE TWO PERCENT. PROVIDE A FIVE-FOOT BY FIVE-FOOT LEVEL (2 PERCENT MAX.) LANDING AT THE TOP AND BOTTOM OF ALL RAMPS AND BUILDING ENTRANCES AND EXITS.
 - ALL PROPOSED SITE UTILITIES ARE TO TERMINATE 5' FROM THE BUILDING. THE BUILDING PLUMBER SHALL CONNECT TO AND EXTEND THESE UTILITIES TO THE INSIDE OF THE BUILDING.
 - FOR GAS, TELEPHONE AND ELECTRIC ROUTING, SEE SEPARATE PLAN.
 - TOPOGRAPHY OBTAINED BY CENTURY ENGINEERING ON SEPTEMBER, 2003
 - THE FOREST CONSERVATION OBLIGATION OF 1.49 ACRES OF REFORESTATION FOR THIS PROJECT HAS BEEN MET BY A FEE-IN-LIEU PAYMENT OF \$32,452.20 TO THE HO. CO. FOREST CONSERVATION FUND.
 - THE LANDSCAPE SURETY IS INCLUDED IN THE DEVELOPERS AGREEMENT. THE SURETY IS IN THE AMOUNT OF \$39,360.
 - LIGHTING FIXTURE DETAILS SHOWN ON SHEET 21 OF 24.
 - THIS PLAN IS SUBJECT TO THE AMENDED FIFTH EDITION OF THE SUBDIVISION REGULATIONS.
 - ALL OUTDOOR LIGHTING ON THIS SITE SHALL COMPLY WITH THE REQUIREMENTS OF ZONING SECTION 134.
 - THE CONTRACTOR OR DEVELOPER SHALL CONTACT THE CONSTRUCTION INSPECTION DIVISION 24 HOURS IN ADVANCE OF COMMENCEMENT OF WORK AT (410)313-1880.
 - WP-04-073 APPROVED ON 1-6-04 FOR SUBDIVISION SECTIONS 16.144(a) AND (F) TO NOT BE REQUIRED TO SUBMIT SKETCH AND PRELIMINARY PLANS FOR A MAJOR (NON RESIDENTIAL) SUBDIVISION. CONDITIONS AS FOLLOWS:
 - THE PROPOSED PARCELS SHALL HAVE SHARED VEHICULAR ACCESS AND PARKING AND A SHARED VEHICULAR ACCESS AND PARKING EASEMENT INDICATED ON THE FUTURE FINAL PLAT FOR THE PROPERTY.
 - THE PROPOSED PARKING LOTS AND PARKING LOT ISLANDS SHALL COMPLY WITH THE DESIGN REQUIREMENTS OF THE LANDSCAPE MANUAL.
 - A LOADING/UNLOADING FACILITY THAT COMPLIES WITH THE REQUIREMENTS OF ZONING REGULATIONS SECTION 133.F SHALL BE INDICATED FOR EACH BUILDING ON THE FUTURE SITE DEVELOPMENT PLAN(S) FOR THE PROPOSED PARCELS.
 - COMPLIANCE WITH THE WITH THE ENCLOSED HEALTH DEPARTMENT AND DIVISION OF ENVIRONMENTAL AND COMMUNITY PLANNING COMMENTS IS REQUIRED.
 - ALL PUBLIC ROAD IMPROVEMENTS, SIDEWALK AND STREET TREES ARE TO BE CONSTRUCTED AS PER CAPITAL PROJECT NO. J-4175 & B-3885.

SHEET INDEX

SHEET NUMBER	DRAWING TITLE
1	COVER SHEET
2	SITE PLAN
3	SITE UTILITY PLAN
4	SITE DETAILS
5	STORM DRAIN PROFILES
6	STORM DRAIN PROFILES
7	EROSION AND SEDIMENT CONTROL PLAN
8	EROSION AND SEDIMENT CONTROL NOTES & DETAILS
9	EROSION AND SEDIMENT CONTROL DETAILS
10	EROSION AND SEDIMENT CONTROL DETAILS
11	STORMWATER MANAGEMENT PLAN
12	STORMWATER MANAGEMENT NOTES AND DETAILS
13	STORMWATER MANAGEMENT DETAILS
14	STORMWATER MANAGEMENT DETAILS
15	STORMWATER MANAGEMENT PROFILES
16	STORMWATER MANAGEMENT PROFILES
17	STORMWATER VAULT DETAILS
18	VAULT DETAILS
19	VAULT DETAILS
20	DRAINAGE AREA MAP
21	BUILDING ELEVATIONS & OUTDOOR LIGHTING DETAIL
22	DEMOLITION PLAN
23	FINAL LANDSCAPING PLAN
24	FOREST STAND DELINEATION PLAN

Date	No	Revision Description
APPROVED: DEPARTMENT OF PLANNING AND ZONING		
CHIEF-DEVELOPMENT ENGINEERING DIVISION		DATE
CHIEF-DIVISION OF LAND DEVELOPMENT		DATE
DIRECTOR		DATE

**ANNAPOLIS JUNCTION BUSINESS PARK
PARCELS A-D**

TAX MAP 48 GRID 14 PARCEL 120
ELECTION DISTRICT No. 6
HOWARD COUNTY, MARYLAND

CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS, PLANNERS, SURVEYORS
32 WEST ROAD
TOWSON, MARYLAND 21284
(410) 823-8070

COVER SHEET

Des By	G.L.	Scale	1"=40'	Proj No	23249.00
Des By	E.B.D.	Date	JULY 19, 2004	DRAWING NO	
Chk By	Approved				1 OF 24

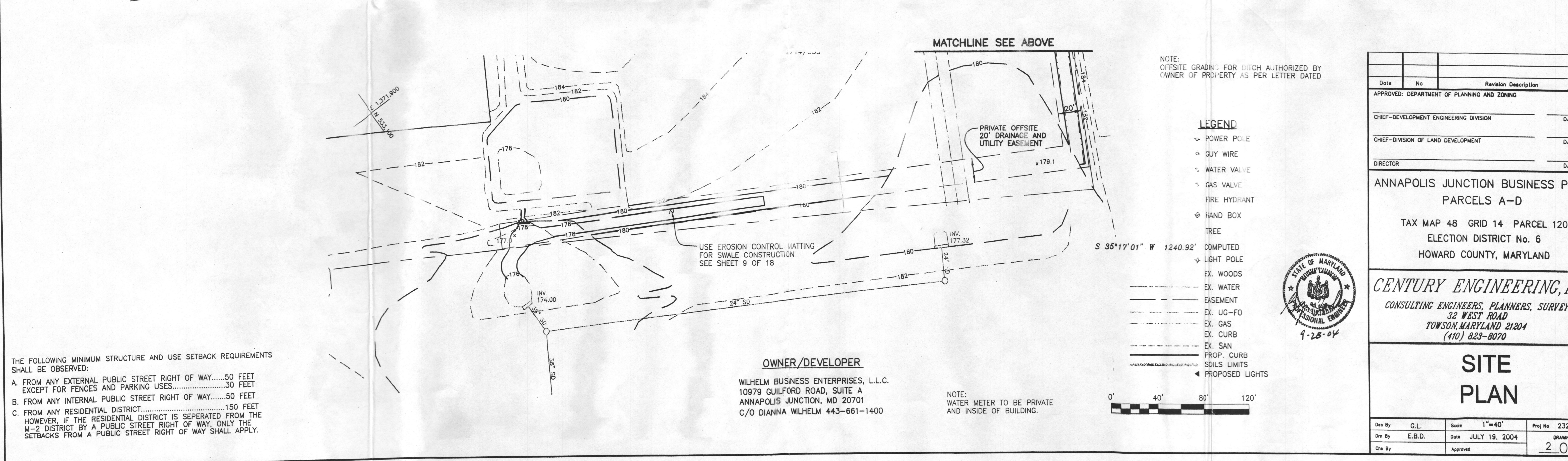
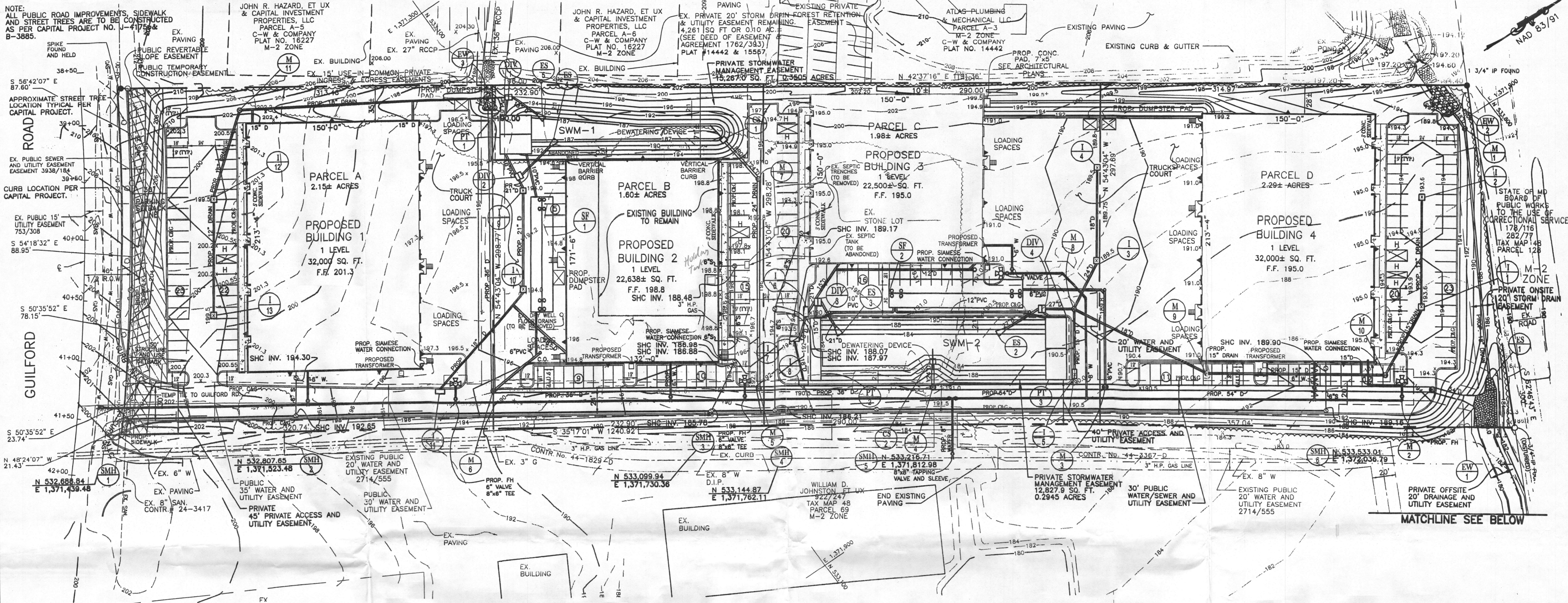
NOTE:
ALL PUBLIC ROAD IMPROVEMENTS, SIDEWALK AND STREET TREES ARE TO BE CONSTRUCTED AS PER CAPITAL PROJECT NO. J-41758 & B-3885.

JOHN R. HAZARD, ET UX & CAPITAL INVESTMENT PROPERTIES, LLC
PARCEL A-5
C-W & COMPANY
PLAT NO. 16227
M-2 ZONE

JOHN R. HAZARD, ET UX & CAPITAL INVESTMENT PROPERTIES, LLC
PARCEL A-6
C-W & COMPANY
PLAT NO. 16227
M-2 ZONE

EX. PRIVATE 20' STORM DRAIN FOREST RETENTION & UTILITY EASEMENT REMAINING.
4,261 SQ. FT. OR 0.10 AC.
(SEE DEED OF EASEMENT AGREEMENT 1762/393)
PLAT #14442 & 15567

ATLAS PLUMBING & MECHANICAL LLC
PARCEL A-3
M-2 ZONE
C-W & COMPANY
PLAT NO. 14442



THE FOLLOWING MINIMUM STRUCTURE AND USE SETBACK REQUIREMENTS SHALL BE OBSERVED:
A. FROM ANY EXTERNAL PUBLIC STREET RIGHT OF WAY.....50 FEET EXCEPT FOR FENCES AND PARKING USES.....30 FEET
B. FROM ANY INTERNAL PUBLIC STREET RIGHT OF WAY.....50 FEET
C. FROM ANY RESIDENTIAL DISTRICT.....150 FEET HOWEVER, IF THE RESIDENTIAL DISTRICT IS SEPARATED FROM THE M-2 DISTRICT BY A PUBLIC STREET RIGHT OF WAY, ONLY THE SETBACKS FROM A PUBLIC STREET RIGHT OF WAY SHALL APPLY.

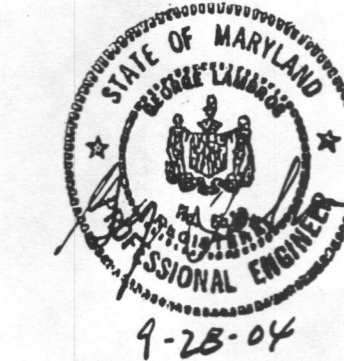
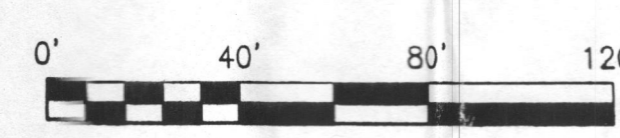
OWNER/DEVELOPER
WILHELM BUSINESS ENTERPRISES, L.L.C.
10979 GUILFORD ROAD, SUITE A
ANNAPOLIS JUNCTION, MD 20701
C/O DIANNA WILHELM 443-661-1400

NOTE:
WATER METER TO BE PRIVATE AND INSIDE OF BUILDING.

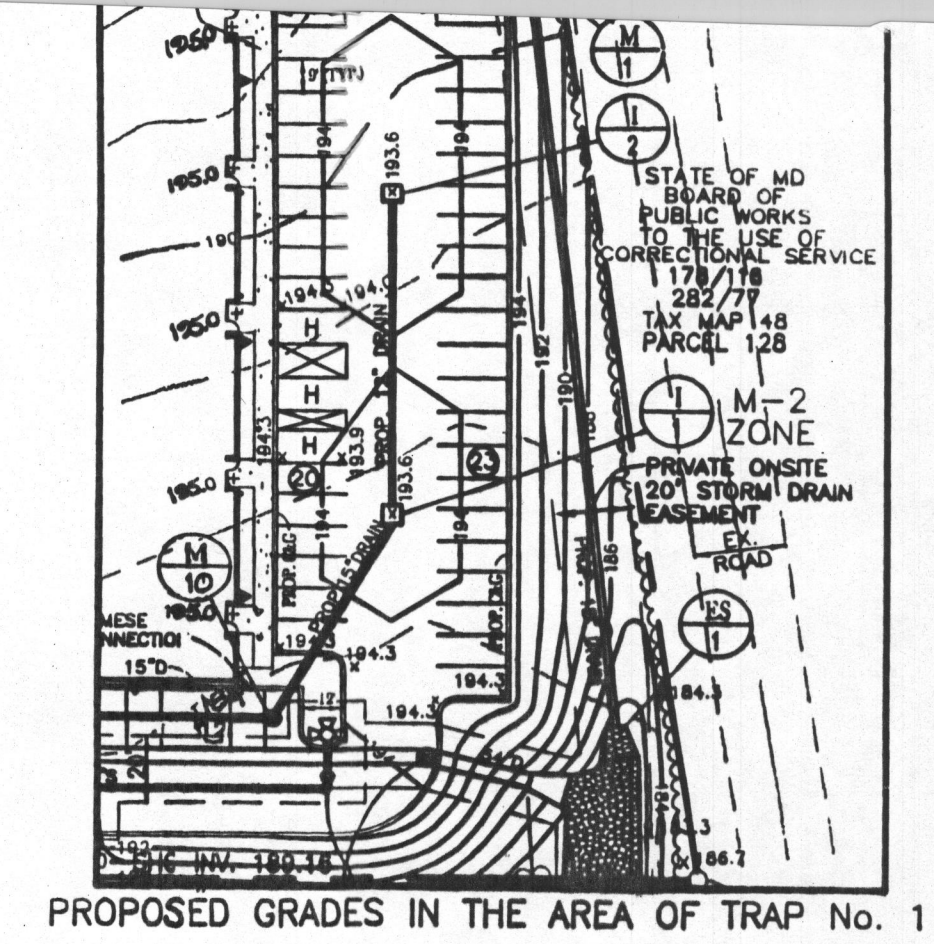
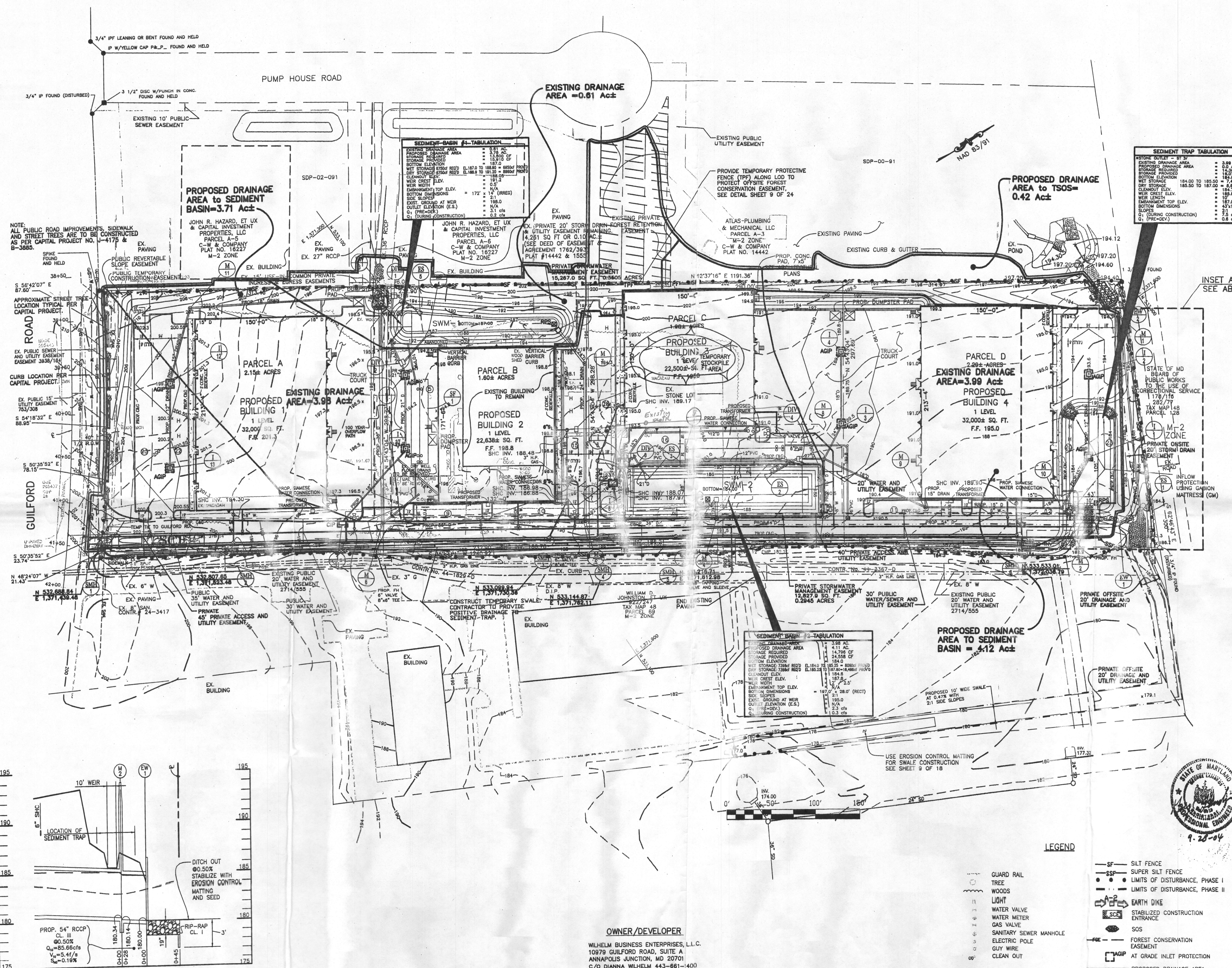
NOTE:
OFFSITE GRADING FOR DITCH AUTHORIZED BY OWNER OF PROPERTY AS PER LETTER DATED

LEGEND

- ⊕ POWER POLE
- ⊕ GUY WIRE
- ⊕ WATER VALVE
- ⊕ GAS VALVE
- ⊕ FIRE HYDRANT
- ⊕ HAND BOX
- ⊕ TREE
- ⊕ LIGHT POLE
- ⊕ EX. WOODS
- ⊕ EX. WATER
- ⊕ EASEMENT
- ⊕ EX. UG-FO
- ⊕ EX. GAS
- ⊕ EX. CURB
- ⊕ EX. SAN
- ⊕ PROP. CURB
- ⊕ SOILS LIMITS
- ⊕ PROPOSED LIGHTS



Date	No.	Revision Description
APPROVED: DEPARTMENT OF PLANNING AND ZONING		
CHIEF-DEVELOPMENT ENGINEERING DIVISION		DATE
CHIEF-DIVISION OF LAND DEVELOPMENT		DATE
DIRECTOR		DATE
ANNAPOLIS JUNCTION BUSINESS PARK PARCELS A-D		
TAX MAP 48 GRID 14 PARCEL 120 ELECTION DISTRICT No. 6 HOWARD COUNTY, MARYLAND		
CENTURY ENGINEERING, INC. CONSULTING ENGINEERS, PLANNERS, SURVEYORS 32 WEST ROAD TOWSON, MARYLAND 21284 (410) 823-8070		
SITE PLAN		
Des By	G.L.	Scale 1"=40'
Drn By	E.B.D.	Date JULY 19, 2004
Chk By	Approved	Proj No 23249.00
		DRAWING NO. 2 OF 24



NOTE:
ALL PUBLIC ROAD IMPROVEMENTS, SIDEWALK AND STREET TREES ARE TO BE CONSTRUCTED AS PER CAPITAL PROJECT NO. J-4178 & B-3865.

PROPOSED DRAINAGE AREA TO SEDIMENT BASIN=3.71 Ac±

SEDIMENT-BASIN #1-TABULATION

EXISTING DRAINAGE AREA	0.81 AC.
PROPOSED DRAINAGE AREA	3.78 AC.
STORAGE REQUIRED	13,800 CF
STORAGE PROVIDED	187.0
BOTTOM ELEVATION	187.0
WET STORAGE 87500' REED	EL. 187.0 TO 188.0 = 8000' PROVD
DRY STORAGE 73800' REED	EL. 188.0 TO 189.0 = 8000' PROVD
WEIR CREST ELEV.	181.5
WEIR WIDTH	17' x 2' (RECT)
EMBANKMENT TOP ELEV.	181.5
SIDE SLOPES	1:1 (ARRED)
BOTTOM DIMENSIONS	17' x 2' (RECT)
EXIST. GROUND AT WEIR	188.0
OUTLET ELEVATION (E.S.)	181.5
Q1 (PRE-DEV.)	3.1 cfs
Q1 (DURING CONSTRUCTION)	0.2 cfs

SEDIMENT TRAP TABULATION

EXISTING DRAINAGE AREA	3.99 AC.
PROPOSED DRAINAGE AREA	0.42 AC.
STORAGE REQUIRED	14,700 CF
STORAGE PROVIDED	24,558 CF
BOTTOM ELEVATION	184.0
WET STORAGE 184.00 TO 185.50	184.00
DRY STORAGE 185.50 TO 187.00	184.00
WEIR CREST ELEV.	184.00
WEIR LENGTH	18.0
EMBANKMENT TOP ELEV.	187.0
WEIR SLOPES	1:1
BOTTOM DIMENSIONS	18' x 2' (RECT)
Q1 (DURING CONSTRUCTION)	7.3 cfs
Q1 (PRE-DEV.)	0.8 cfs

NOTE:
TREES, SHRUBS, OR OTHER WOODY VEGETATION WILL NOT BE ALLOWED WITHIN 25' OF THE INLET STRUCTURE IN THE POOL AREA, AND NOT ALLOWED ON OR WITHIN 15' OF ANY PORTION OF THE EMBANKMENT.

Date	No.	Revision Description

BY THE ENGINEER:
I CERTIFY THAT THIS PLAN FOR EROSION AND SEDIMENT CONTROL REPRESENTS A PRACTICAL AND WORKABLE PLAN BASED ON MY PERSONAL KNOWLEDGE OF THE SITE CONDITIONS, AND THAT IT WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE HOWARD SOIL CONSERVATION DISTRICT.

Harvey Sander
SIGNATURE OF ENGINEER
9-25-04
DATE

BY THE DEVELOPER:
I WE CERTIFY THAT ALL DEVELOPMENT AND CONSTRUCTION WILL BE DONE ACCORDING TO THIS PLAN, AND THAT ANY RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATE OF ATTENDANCE AT A DEPARTMENT OF THE ENVIRONMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING THE PROJECT. I ALSO AUTHORIZE PERIODIC ON-SITE INSPECTION BY THE HOWARD SOIL CONSERVATION DISTRICT.

Dianna Z. Wilhelm
SIGNATURE OF DEVELOPER
9-25-04
DATE

REVIEWED FOR HOWARD S.C.D. & MEETS TECHNICAL REQUIREMENTS.

U.S. NATURAL RESOURCES CONSERVATION SERVICE DATE

THIS DEVELOPMENT PLAN IS AS APPROVED FOR SOIL EROSION AND SEDIMENT CONTROL BY THE HOWARD SOIL CONSERVATION DISTRICT.

APPROVED: DEPARTMENT OF PLANNING AND ZONING

CHIEF-DEVELOPMENT ENGINEERING DIVISION DATE

CHIEF-DIVISION OF LAND DEVELOPMENT DATE

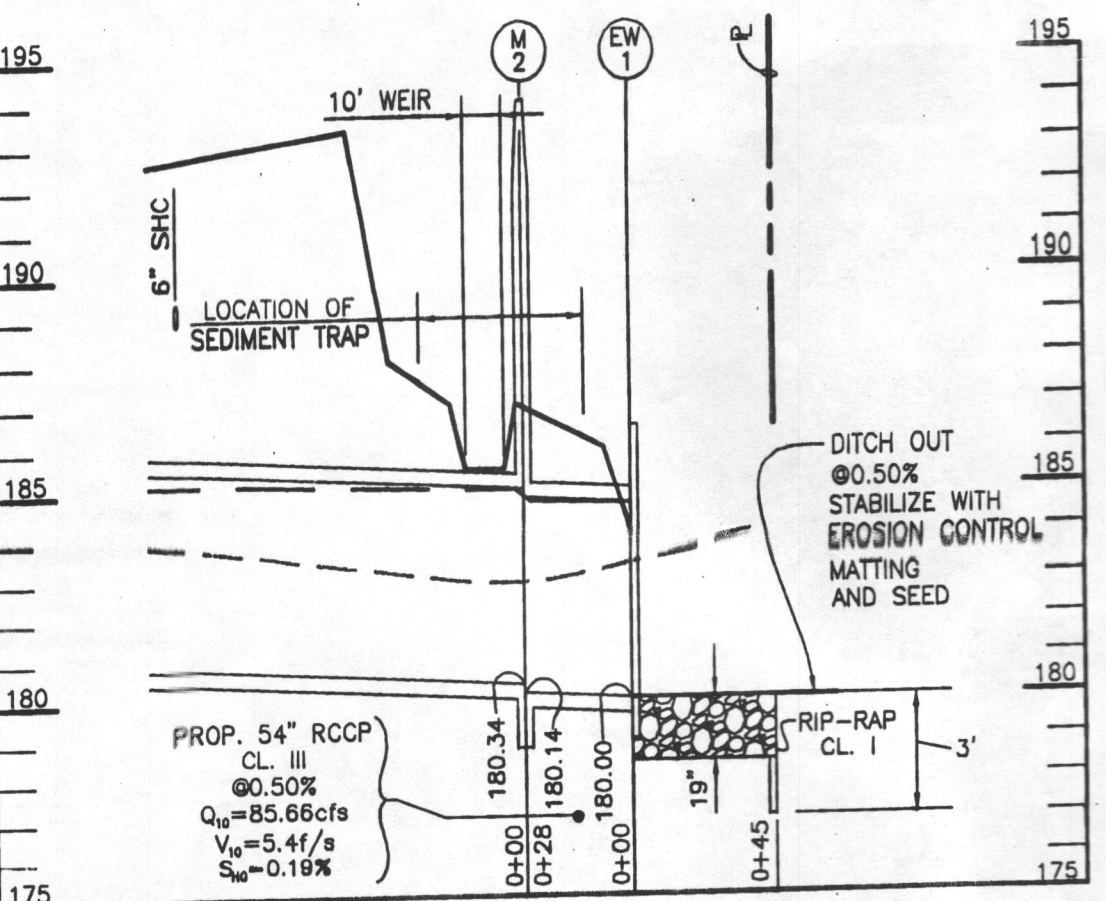
DIRECTOR DATE

ANNAPOLIS JUNCTION BUSINESS PARK
PARCELS A-D
TAX MAP 48 GRID 14 PARCEL 120
ELECTION DISTRICT No. 6
HOWARD COUNTY, MARYLAND

CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS, PLANNERS, SURVEYORS
32 WEST ROAD
TOWSON, MARYLAND 21204
(410) 823-8070

EROSION AND SEDIMENT CONTROL PLAN

Des By	G.L.	Scale	1"=50'	Proj No	23249.00
Drn By	E.B.R.	Date	JULY 19, 2004	DRAWING NO	
Chk By		Approved			7 OF 24



PROFILE SHOWING LOCATION OF SEDIMENT TRAP AND PIPE
SCALE: 1"=40' HORIZ.
1"=4' VERT.

OWNER/DEVELOPER
WILHELM BUSINESS ENTERPRISES, L.L.C.
10879 GUILFORD ROAD, SUITE A
ANNAPOLIS JUNCTION, MD 20701
C/O DIANNA WILHELM 443-861-1400

LEGEND

- SF SILT FENCE
- SSF SUPER SILT FENCE
- LIMITS OF DISTURBANCE, PHASE I
- LIMITS OF DISTURBANCE, PHASE II
- ▲ EARTH DIKE
- ▽ WATER VALVE
- WATER METER
- GAS VALVE
- SANITARY SEWER MANHOLE
- ELECTRIC POLE
- GUY WIRE
- CLEAN OUT
- PROPOSED DRAINAGE AREA
- EXISTING DRAINAGE AREA
- - - - - TEMPORARY PROTECTIVE FENCE

Dev

Water and Sewer Facilities
W/S Agreement No. 24-4211-D
Associated Agreements N/A
Bond

DEVELOPER AGREEMENT
WATER AND SEWER FACILITIES
HOWARD COUNTY, MARYLAND

THIS DEVELOPER AGREEMENT ("Agreement"), made this 16th day of September, 2004, by and between WILHELM BUSINESS ENTERPRISES, L.L.C., a Maryland limited liability company, hereinafter referred to as "Developer"; and HOWARD COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "County".

WHEREAS, Developer has undertaken to subdivide a parcel of land hereinafter referred to as "Subdivision", more particularly described as follows:

Subdivision: Annapolis Junction Business Park, Parcels A-D

Election District: Sixth

Title Reference: F-04-107

Associated Improvements/Agreements: N/A

Number of lots or units: Four (4) Buildable Lots, "and subsequent subdivisions pertaining to the referenced final plat and/or subdivision plan."

Classification of structures to be served: Commercial

WHEREAS, Developer is prepared to construct, at its expense, the public improvements and, where applicable, the landscape improvements, hereinafter described, in a timely manner and in accordance with the provisions of Section 16.144, Section 16.147, Section 16.121, Section 16.124, and Section 18.112 of the Howard County Code and the Subdivision and Land Development Regulations of Howard County; and

WHEREAS, Developer desires to enter into this Agreement providing for the construction of the water and/or sewer facilities, hereinafter referred to as "Water and Sewer Public Improvements", and, where applicable, the installation of landscaping, hereinafter referred to as the "Landscape Improvements", to serve the Subdivision as more particularly shown and described on the construction drawings approved pursuant to Paragraph 4, below, hereinafter referred to as "Approved Construction Drawings," incorporated herein by reference; and

WHEREAS, pursuant to the provisions of Section 16.144, Section 16.147, Section 16.124 and Section 18.112 of the Howard County Code and the terms of this Agreement, Developer has delivered to the County an irrevocable performance bond in the amount of \$162,080.00, which is equal to 100% of the estimated cost of construction of the Water and Sewer Public Improvements and Private Improvements (\$162,080.00), plus, where applicable, 100% of the estimated cost of installation of the Landscape Improvements (\$N/A) and which guarantees the timely and satisfactory completion of the Water and Sewer Public Improvements and, where applicable, the Landscape Improvements obligations of Developer under the terms and provisions of this Agreement, hereinafter

W/S REG BOND
August 24, 2004

referred to as the "Performance Bond"; the original of which is kept on file in the Real Estate Services Division of the County's Department of Public Works ("RES") and incorporated herein by reference; and an irrevocable labor and material payment bond in the amount of \$81,040.00, which is equal to 50% of the estimated cost of construction of the Water and Sewer Public Improvements and which guarantees the payment of debts owed to persons for the provisions of labor and materials used in the construction of the Water and Sewer Public Improvements required under the terms and provisions of this Agreement, hereinafter referred to as the "Payment Bond", the original of which is kept on file in RES and incorporated herein by reference; and

WHEREAS, pursuant to the provisions of Section 16.121 of the Howard County Code the Developer is required to ensure the satisfactory condition of all Subdivision land set aside or designated as open space ("Open Space" hereinafter) prior to the release of the Performance Bond, as provided in "Conditions of Open Space Land Necessary for Release of Performance Surety," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants and agreements, hereinafter expressed, the parties hereto agree as follows:

1. Developer Construction. Developer hereby covenants and agrees, at its sole cost and expense, to construct or cause to be constructed the Water and Sewer Public Improvements and, where applicable, the Landscape Improvements as described in the Approved Construction Drawings, in accordance with the Howard County Design Manual specifications and Howard County Landscape Manual and those additional specifications indicated on the Approved Construction Drawings ("Special Provisions" hereinafter), which specifications are incorporated herein by reference, and, together with the Approved Construction Drawings, are hereinafter collectively referred to as the "Approved Plans and Specifications". Developer shall provide or cause to be provided all labor, materials and equipment necessary to complete the construction of the Water and Sewer Public Improvements and, where applicable the Landscape Improvements as stipulated in Section 16.147 of the Howard County Code in a timely manner, but in any event within two (2) years from the date of the recording of the Final Subdivision Plat. All construction shall also be in accordance with the Final Subdivision Plat, which is incorporated herein by reference, and shall further conform with the Howard County Design Manual and Howard County Landscape Manual except to the extent that the Approved Plans and Specifications vary from the Design Manual and/or the Landscape Manual, in which event the Special Provisions of the Approved Plans and Specifications shall be deemed controlling.

2. Easements and Fee Simple Grants. Developer agrees to dedicate to the County, without any cost or expense to the County, all necessary easements and fee simple areas for the Water and Sewer Public Improvements to be constructed pursuant to this Agreement, as well as any Open Space if this option is elected by the County pursuant to Section 16.121 of the Howard County Code. Dedication shall be accomplished by the execution and delivery by the Developer of the deeds or deeds of easement, as appropriate, to the County at the time of execution of this Agreement and shall constitute an irrevocable offer by the Developer to convey the interests therein described to the County. Recordation of the deeds and/or deeds of easement by the County in the Land Records of Howard County shall constitute acceptance by the County and shall not occur until completion and final acceptance of the Water and Sewer Public Improvements pursuant to Paragraph 10 of this Agreement; provided, that deeds conveying off-site easements shall be recorded by the County at the time the Subdivision plat is recorded. Except as otherwise provided in this Agreement, the Developer shall have the right to enter the dedicated easement areas and fee simple areas during the term of this Agreement for the purpose of constructing the Water and Sewer Public Improvements and, if applicable, the Landscape Improvements.

3. Indemnification. The Developer covenants to indemnify and save the County harmless from and against any and all claims, actions, damages, liability and expense of any nature, including reasonable attorney's fees and the County's costs of defense, in connection with loss of life, personal injury and/or damage to or loss of property that arises from the construction or other work or activity of the Developer, its agents, servants, employees, contractors and subcontractors in, on or about, or impacting on, any easements, Open Space, park land or other property dedicated, leased or licensed to, or owned or occupied by the County.

4. Engineering Services. Developer has retained, at Developer's expense, the services of Century Engineering, Inc., hereinafter referred to as "Developer's Engineer", who is responsible for engineering services, including the design of the system, the preparation of plans, specifications, and construction stake-out. All notes, computations, position sheets, etc., resulting from this service shall be turned over to the County and will become County property. All such work shall be done in accordance with County criteria and standards. After approval by the Department of Public Works ("Department") of the plans and specifications for the construction of the Water and Sewer Public Improvements in accordance with Section 16.147 of the Howard County Code, the original Approved Plans and Specifications shall be kept on file in the Department's Bureau of Engineering.

5. Landscape Professional Services. Developer has retained, at Developer's expense, the services of a registered landscape architect or other qualified professional as defined in the Landscape Manual, (hereinafter referred to as "Developer's Landscape Professional"), who is responsible for the preparation of the landscape plan approved by the County and included in the Approved Construction Drawings (hereinafter referred to as "Approved Landscape Plan"), as well as inspections and certification required pursuant to Paragraph 10.1.6. or Paragraph 11.1 of this Agreement as applicable.

6. Commencement of Construction. Developer agrees that the construction of the Water and Sewer Public Improvements and Landscape Improvements covered by this Agreement shall not begin until all of the following have occurred: (i) the County shall have approved the plans and specifications as set forth in Paragraph 4, above, and approved the contractor proposed by Developer for the construction of the Water and Sewer Public Improvements; (ii) the Developer shall have delivered the Performance Bond, the Payment Bond, the original Approved Construction Drawings and paid the required Design Review fees, Inspection fees, and Administrative Overhead fees; and (iii) the Bureau of Engineering shall have been notified of the proposed starting date by the Developer and the inspection services set forth in Paragraph 7.1 shall have been arranged for and coordinated by said Bureau. The official starting date shall be verified in writing by said Bureau.

7. Inspection.

7.1. The County will inspect all phases of construction to the extent it deems necessary to satisfy itself that the construction is performed in accordance with the Approved Plans and Specifications, the Final Subdivision Plat, the Howard County Design Manual and, where applicable, the Howard County Landscape Manual. In the case of major deficiencies which will result in a shut-down of the work or denial of approval and acceptance of the Water and Sewer Public Improvements or Landscape Improvements by the County, such deficiencies shall be noted in a sufficiently detailed writing to enable the Developer to identify and correct same. At a minimum, the County shall conduct: (a) an in-service inspection at the time a request for connection to the public water and/or sewer facilities is made pursuant to Paragraph 8, below, ("In-Service Inspection" hereinafter); (b) a semi-final or final inspection, as appropriate, at the time the "as-builts" are submitted to the Bureau of Engineering for preparation of the Bureau's punch list ("Semi-Final Inspection" or "Final Inspection" hereinafter); and (c) a Final Inspection prior to official acceptance into the public water and/or sewer systems. The Developer and its contractors

shall cooperate with the County in the conduct of such inspections. The County agrees to advise Developer of any deficiencies relative to the construction of the Water and Sewer Public Improvements and, where applicable, installation of the Landscape Improvements as soon as reasonably possible after such deficiencies are noted.

7.2. Any and all changes and/or deviations from the Approved Plans and Specifications must be approved in writing by Howard County prior to implementation.

7.3. It is understood and agreed that the Developer is responsible for all land development operations. The Developer may construct other required improvements in conjunction with the construction of the Water and Sewer Public Improvements and Landscape Improvements, provided, however, that all work is performed and completed in accordance with the appropriate standards, plans and specifications. The Developer shall be required to repair damage to any County facilities and improvements at its own expense if, as a result of grading or construction activities, these facilities have been damaged by the Developer, builder, contractor, subcontractors, material suppliers or any other agents of the Developer. If in the judgment of the County the damage presents an imminent threat to the public health, safety or welfare, the Developer shall repair the damage immediately upon the request of the County. If the Developer fails to make such repair, the County shall have the right to enter the Subdivision, repair the damage, and recover the cost of the repair from the Developer, including but not limited to court costs, attorney's fees and direct administrative and overhead costs.

8. Connection to Public Facilities Prior to Final Acceptance.

8.1. The Water and Sewer Public Improvements to be constructed in the Subdivision may be constructed simultaneously with the public improvements required under the Roads, Storm Drains and Storm Water Management Facilities Agreement for the Subdivision, R/SW Agreement No. N/A, ("Roads and Storm Water Agreement" hereinafter), which improvements are hereinafter referred to as "Associated Improvements". If Associated Improvements are being constructed, the Landscape Improvements will be installed and surety provided under the Roads and Storm Water Agreement rather than this Agreement. Prior to the completion of the Associated Improvements, connections to the water and/or sewer facilities shall be allowed if the following conditions have been met:

8.1.1. Developer shall have constructed all Water and Sewer Public Improvements (with the exception of final grade/location adjustments) and the Department shall have conducted its In-Service Inspection and approved such construction.

8.1.2. The Department shall have released the Water and Sewer Public Improvements for service.

8.1.3. The County shall have placed into service the water and/or sewerage facilities of all adjacent subdivisions if such facilities are interdependent with the Water and Sewer Public Improvements required under this Agreement.

8.1.4. Developer and primary contractor shall each have provided to the Bureau of Engineering a notarized affidavit which certifies that all subcontractors and materials suppliers have been paid in full for all work satisfactorily completed and materials furnished as of the time of the In-Service Inspection.

8.2. At all times prior to final acceptance of the Water and Sewer Public Improvements and, where applicable, final approval of the Landscape Improvements, the Developer is responsible for all costs associated with making final utility adjustments and protecting and repairing the Water and Sewer Public Improvements and Landscape Improvements.

9. Fifty Percent (50%) Partial Surety Reduction Option.

9.1. Any Developer desiring to obtain a fifty percent (50%) reduction in that portion of the Performance Bond which covers the estimated cost of construction of the Water and Sewer Public Improvements shall meet the following criteria:

9.1.1. Developer shall not be in default under the terms and provisions of this Agreement or the Roads and Storm Water Agreement covering the Associated Improvements.

9.1.2. Developer shall have constructed all Water and Sewer Public Improvements in accordance with the Approved Plans and Specifications, and the Department shall have inspected and approved such construction.

9.1.3. The Developer shall have met the conditions for connections to the public water and/or sewer facilities set forth in Paragraph 8 of this Agreement.

9.1.4. The Department shall have determined that the first sub-base pavement and all curbs and gutter improvements have been completed in accordance with the terms and conditions of the Roads and Storm Water Agreement.

9.2. Any request for reduction in surety shall be made in writing within two (2) years from the date of the recording of the Final Subdivision Plat, and shall be sent to the Director of Public Works ("Director"), who shall grant or deny the request within a reasonable period. Before granting any request for reduction in surety, the Director shall make a written determination that:

9.2.1. Developer is not in default under the terms and conditions of this Agreement; and

9.2.2. The requested reduction in surety is in the public interest and will not be contrary to any applicable laws and agreements. In making this determination the Director shall, in addition to other factors he deems relevant, consider whether the Developer is in default under any of the County's developer agreements to which the Developer, or any organization or business entity in which the Developer or its principals have an active interest, is a party.

9.3. It is understood between the parties hereto that under the terms of this Agreement additional surety reductions beyond the initial fifty percent (50%) surety reduction provided herein shall not be allowed until final acceptance.

10. Final Approval, Dedication and Acceptance.

10.1. The County agrees that upon final completion of the Water and Sewer Public Improvements and, where applicable, the Landscape Improvements (unless, in the opinion of the County, completion of the landscaping must be deferred to the next growing season) in accordance with the Approved Plans and Specifications, the Water and Sewer Public Improvements shall be officially accepted into the County's system of publicly operated and maintained facilities and the Landscape Improvements shall be approved (unless deferred), provided that the following requirements have been met:

10.1.1. Developer shall have completed all other required Associated Improvements in accordance with the terms and provisions of the Roads and Storm Water Agreement or the Director shall have officially accepted the Associated Improvements prior to the completion of the Seasonal Improvements and/or the Sidewalk Improvements pursuant to Paragraph 10 of the Roads and Storm Water Agreement;

10.1.2. The County shall have received a Maintenance and Repair Surety executed by Developer in accordance with Paragraph 11, below;

10.1.3. Developer and primary contractor shall each have provided to the Bureau of Engineering a notarized affidavit which certifies that all contractors, subcontractors and materials suppliers have been paid in full for all work satisfactorily completed and materials furnished at the time of the Final Inspection;

10.1.4. The County shall have received a notarized waiver of lien executed by each contractor, subcontractor and materials supplier;

10.1.5. The County shall have received a notarized certification from the Developer's Engineer that the Water and Sewer Public Improvements as constructed lie wholly within the easement areas and fee simple areas dedicated to the County for such purposes;

10.1.6. Unless deferred to the next growing season pursuant to Paragraph 10.1., the County shall have received from Developer's Landscape Professional a certification that healthy specimens of all plant materials required under the Approved Landscape Plan and the Landscape Manual have been installed. Further, the County shall have received a written guarantee from the nurserymen or other provider and installer of the required plantings ("Landscape Contractor" hereinafter) that any specimens that do not survive will be replaced with healthy planted specimens for a period of one (1) year following execution of the aforesaid certification;

10.1.7. Developer shall have reimbursed the County for all costs associated with repairs undertaken by the County pursuant to Paragraph 7.3 of this Agreement;

10.1.8. The County shall have approved the condition of the Open Space as provided in Exhibit "A" and shall have approved any restoration performed by the Developer where the Open Space has been adversely affected by the construction or other work or activity of the Developer, its agents, servants, employees, contractors and subcontractors or others in the Subdivision; and

10.1.9. If the County has waived dedication of the Open Space, the County shall have received from the Developer a certified copy of the deed, duly recorded in the Land Records of Howard County, which transfers ownership of and maintenance responsibility for the Open Space to an incorporated homeowners' or community association of the Subdivision.

10.2. Official acceptance shall be deemed to occur when the County executes the Final Inspection for Water and Sewer Acceptance form. Upon the acceptance of the Water and Sewer Public Improvements and, where applicable, approval of the Landscape Improvements under this Agreement and the posting of the Maintenance and Repair Surety required under Paragraph 11, below, the Developer and its Surety Company shall be released from any further obligations under the Performance Bond. Further, the Developer and its Surety Company shall be released by the County from any further obligations under this Agreement, except that such release shall not affect: (1) the Developer's obligations under Paragraph 11, below; and (2) the Developer's obligations with respect to the Payment Bond which shall remain in effect for a period of one year from the official date of acceptance of the Water and Sewer Public Improvements by the County unless further extended. Developer agrees that upon official acceptance by the County, title to the Water and Sewer Public Improvements under this Agreement shall be and remain forever in Howard County, Maryland.

11. Warranty, Maintenance and Repair Surety.

11.1. Developer warrants to the County that the completed Water and Sewer Public Improvements and, where applicable, the completed Landscape Improvements: (a) shall be built and installed in accordance with the Approved Plans and Specifications, except for the Landscape Improvements deferred pursuant to Paragraph 10.1, if any, which Developer warrants shall be completed within six (6) months of the date of acceptance of the Water and Sewer Public Improvements and shall be certified by Developer's Landscape Professional and guaranteed by the Landscape Contractor at the time of completion as required by law; (b) shall be free from any defects in materials and/or workmanship; and (c) shall be free from any damage which occurs subsequent to acceptance of the Water and Sewer Public Improvements by the County and which results from the Developer's work under the Roads and Storm Water Agreement or activities in completing the deferred Landscape Improvements, if any.

11.2. If, following acceptance of the Water and Sewer Public Improvements and, where applicable, approval of the Landscape Improvements by the County, any work covered by this Agreement is defective in materials and/or workmanship or is damaged as a result of the Developer's activities in completing the Associated Improvements or the deferred Landscape Improvements, if any, or is otherwise not in conformity with the Approved Plans and Specifications, the Developer shall promptly and faithfully repair and correct such damage, non-conformity or defects.

11.3. Developer further agrees to furnish an irrevocable maintenance and repair bond or other acceptable surety, hereinafter referred to as "Maintenance and Repair Surety," guaranteeing its obligation to complete the deferred Landscape Improvements, if any, and to repair and correct any damage, defects in materials and/or workmanship, or non-conformity as provided above. The Maintenance and Repair Surety shall be in an amount equal to the approved estimated cost of completing the deferred Landscape Improvements, if any, plus ten percent (10%) of the original amount of the Performance Bond. The Developer's obligation under the Maintenance and Repair Surety shall remain in full force and effect: (a) for a period of one (1) year from the official date of acceptance of the Water and Sewer Public Improvements, or (b) until such time as all damage, defects, and non-conformities identified within the aforesaid one-year period have been satisfactorily corrected and repaired and the County has received a certification from Developer's Landscape Professional and guarantee from the Landscape Contractor, whichever of (a) and (b) is later, at which time the Developer and its Surety Company shall be officially released from any further obligations under the Maintenance and Repair Surety.

12. House Connections and Water Meters.

12.1. When Developer applies for permits for house connections it shall provide the Department of Public Works, the Department of Inspections, Licenses and Permits, and Department of Finance the Water and Sewer Agreement number, hereinabove specified, prior to the issuance of any permits.

12.2. The County shall install water meters at a flat fee to the Developer or any successor builder based upon actual cost to the County for such installation. The flat fee shall be computed based on the prevailing costs to the County for meters, accessories, equipment and labor costs plus overhead charges. However, the established flat fee rate shall only apply to meters in sizes of 5/8" and 3/4". Any meters larger than 3/4" in size shall be installed under separate agreement to be prepared by the Department of Public Works and shall be based upon cost estimates approved by the Bureau of Engineering. No meters shall be installed until the conditions for connection to the public water and/or sewer facilities set forth in Paragraph 8 of this Agreement have been met.

13. Fire Hydrants. Developer may furnish all fire hydrants to be used in *the installation of the Water and Sewer Public Improvements* provided that such hydrants meet the requirements of the specifications and are approved by the Department of Public Works.

14. Defaults and Remedies.

14.1. Developer shall be deemed to be in default under the terms and provisions of this Agreement under the following conditions:

14.1.1. Developer fails to construct the Water and Sewer Public Improvements and, where applicable, the Landscape Improvements in a timely manner; or

14.1.2. Developer fails to construct the Water and Sewer Public Improvements and, where applicable, the Landscape Improvements in accordance with the Approved Plans and Specifications; or

14.1.3. Developer fails to take appropriate action within thirty (30) days after written notification by the Department of unsatisfactory progress in constructing the required Water and Sewer Public Improvements and, where applicable, the Landscape Improvements; and thereafter Developer fails to maintain satisfactory progress in construction of said improvements; or

14.1.4. Developer fails to commence appropriate and effective corrective action within thirty (30) days after written notification by the County of non-compliance with specified engineering requirements during the construction of the Water and Sewer Public Improvements or, in the case of Landscape Improvements, non-compliance with the Approved Landscape Plan and Landscape Manual; and thereafter Developer fails to diligently pursue and complete such corrective action.

14.2. In the event of any default by Developer in its performance of this Agreement, the County shall have the right to enforce this Agreement, as provided by law, and shall give Developer and its Surety Company written notice of said default. Within thirty (30) days of such notice, Surety Company shall advise the County in writing of its election to: (a) complete the Water and Sewer Public Improvements and, where applicable, the Landscape Improvements in accordance with the Approved Plans and Specifications within such reasonable period as the Department may specify; or (b) hold the County harmless and pay over to the County within thirty (30) days of demand by the County a sum or sums equal to the costs and expenses to the County arising out of the failure of the Developer to complete the Water and Sewer Public Improvements and Landscape Improvements as required by the terms of this Agreement, which expenses shall include, but not be limited to, costs for engineering, inspection, overhead and administrative as well as direct construction expenses.

14.3. In addition, the County shall have the following rights in the event of default, which rights may be exercised cumulatively:

14.3.1. The right to enter upon the Subdivision property to construct or complete the Water and Sewer Public Improvements, unless the surety company elects to complete said improvements as provided in Paragraph 14.2(a);

14.3.2. The right to withhold or suspend building permits, temporary use and occupancy permits and/or final use and occupancy permits for structures until such time as the default has been cured;

14.3.3. The right to recover from the Developer all such additional costs as may be incurred by the County in order to complete the Water and Sewer Public

Improvements and Landscape Improvements in accordance with the Approved Plans and Specifications.

15. Rebates Other Than Major Public Water and Major Public Sewer Agreements.

15.1. As structures are built and/or connected to the water and/or sewer mains constructed under this Agreement, subject to the charges and regulations of Howard County, Maryland, the County shall pay Developer or its assigns, within sixty (60) days after said connections have been made, rebates in accordance with the following criteria, provided funds are available from proceeds of bond sales covering developer rebates:

15.1.1. Rebates are conditioned upon their being financed from a Howard County Metropolitan District Bond Issue. The County shall finance the rebates from the bond sale proceeds and shall finance the cost of repaying the debt service (principal and interest) on the Bond Issue by the assessments and levy of its front foot benefit assessment charges against the properties served for the term of the Bond Issue, which has historically been for a period of thirty (30) years.

15.1.2. No rebates shall be applicable to fire hydrants, nor to the costs for easement acquisition, house connections, or engineering and inspection costs.

15.1.3. The maximum rebates to be paid by the County provided under the terms and provisions of this Agreement shall not in any event exceed one hundred percent (100%) of the original estimated construction cost approved by the Department of Public Works and shall not include any costs associated with house connections and meters. Additionally, the total value of rebates, including debt service (principal and interest) costs, shall not exceed the net yield of the front foot assessments which is collected from the lots and/or parcels provided by this Agreement.

15.2. A tabulation of the specific rebates covered under this Agreement, if applicable, follows. Water and Sewer rebates are not applicable to this Agreement.

15.3. This Agreement with respect to the above-stated rebates shall remain in full force and effect for a period of ten (10) years, and thereafter no further refunds shall be due or payable, unless any structure shall have been constructed and connections made prior to the end of the ten (10) year period, in which event the Agreement shall be extended for a period of one (1) year from the date that the last such structure was constructed and connected prior to the end of the said ten (10) year period.

16. Rebates for Developer-Built Major Public Water and Major Public Sewer Improvements.

16.1 Rebates to Developer from in-aid-of-construction charges and/or ad valorem charges for the major public water and major public sewer improvements to be constructed by Developer, if any, shall be computed and paid by the County as follows: N/A.

17. General Provisions.

17.1. Developer agrees to waive all right of appeal as to the issue of the necessity and requirement for construction or maintenance of the Water and Sewer Public Improvements and Landscape Improvements shown and described on the Approved Plans and Specifications.

17.2. The issuance of building permits pursuant to this Agreement is subject to possible interruption or suspension by reason of State and Federal action, such as a moratorium imposed for environmental or health reasons, and the time within which the

Water and Sewer Public Improvements and Landscape Improvements are to be constructed hereunder shall be extended by the length of any such interruption, suspension or moratorium.

17.3. The parties acknowledge that public water and/or sewer capacity to be created by expansion of current facilities, or construction of new facilities, is contingent on the availability of State and Federal funds for Water and Sewer Capital Programs. The parties agree that the County shall not have any liability or any responsibility to provide allocations due to the inability of the County to obtain necessary Federal or State funds or to acquire, in a reasonable time, easements necessary for construction of water and/or sewer projects or for Federal or State action, including operational moratoria, which may suspend, delay or otherwise affect the allocation. It is understood that an allocation of capacity is not assignable or transferable from one development or section of a development to another except as provided in Section 18.122B of the Howard County Code. It is also understood that water and/or sewer capacity allocated to an applicant shall be reserved only as provided under Section 18.122B of the Howard County Code. The Developer hereby acknowledges that the conditions imposed in this paragraph are established by Section 18.122B of the Howard County Code.

17.4. In the event Developer is delayed or prevented from commencing or completing construction of the Water and Sewer Public Improvements and Landscape Improvements provided by this Agreement within the period hereinabove specified by reason of war, riot, insurrection, strikes, epidemics, earthquakes, tornadoes, floods, explosions, governmental restraints, restrictions or limitations, or the unavailability of materials due to strikes or for any other reasonable delays (hereinafter collectively referred to as "Force Majeure"), the performance required of Developer shall be excused for as long as such event of Force Majeure shall continue and the period of time specified herein for performance by the Developer shall be automatically extended by the number of days during which performance was precluded by the continuance of such event of Force Majeure.

17.5. No Certificate of Occupancy for any improvements within the property shown and described on the Approved Plans and Specifications shall be issued without the prior approval by the Department of the adequacy of access, drainage and other essential public improvements pertinent to the property being certified, and compliance with all other applicable requirements of the building code.

17.6. Nothing herein shall be construed as relieving Developer, or its assigns, from the payment of all meter setting charges, water and/or sewer charges, front foot benefit assessment, in-aid-of-construction assessment, ad valorem taxes, supplemental in-aid-of-construction assessments (where applicable) and/or supplemental ad valorem taxes (where applicable), nor shall Developer and/or its assigns be entitled to any set off on this account.

17.7. Any assignment or pledge of this Agreement must be assented to, in writing, by the County prior to such assignment or pledge; otherwise, said assignment or pledge shall be invalid.

17.8. All correspondence regarding this Agreement and the work to be performed hereunder shall be mailed or personally delivered to the Developer at 10979 Guilford Road, Suite A, Annapolis Junction, Maryland 20701; and to the County, the Director of Public Works, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043. Either party to this Agreement may change its address by written notice to the other party.

18. Law of Maryland. This Agreement was made and entered into in Maryland and is to be construed under the Laws of Maryland. As to the Developer, WILHELM BUSINESS ENTERPRISES, L.L.C., a Maryland limited liability company, this Agreement is intended to be a contract under seal and a specialty.

IN WITNESS WHEREOF, the parties have executed this Agreement under their respective seals as of the day and year first above written.

APPROVED AND AGREED TO:
WILHELM BUSINESS ENTERPRISES, L.L.C.
a Maryland limited liability company

WITNESS:

Kem D. Blontz

BY: Dianna L. Wilhelm (SEAL)
Dianna L. Wilhelm
Managing Member

HOWARD COUNTY, MARYLAND

ATTEST:

Raquel Sanudo
Raquel Sanudo
Chief Administrative Officer

BY: James N. Robey (SEAL)
James N. Robey
County Executive

APPROVED: DEPARTMENT OF PUBLIC WORKS

James M. Irvin
James M. Irvin, Director (ACTING)

JHN J
O'HARA

APPROVED FOR SUFFICIENCY OF FUNDS:

Sharon F. Greisz
Sharon F. Greisz, Director
Department of Finance

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
this 12th day of September, 2004

Barbara M. Cook
Barbara M. Cook
County Solicitor

DEPARTMENT OF FINANCE: DEVELOPER
AGREEMENT W/S FEE CONCURRENCE
Contract No. 24-4211-D
Bureau of Accounting prasad 8/24/04

AFFIDAVIT

DEPARTMENT OF PUBLIC WORKS
3430 COURTHOUSE DRIVE
ELLCOTT CITY, MARYLAND 21043

PURSUANT TO
HOWARD COUNTY CODE SECTIONS 22.300 - 22.304
DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS WITH HOWARD COUNTY

REFERENCE: Water and Sewer Facilities Developer Agreement

Annapolis Junction Business Park, Parcels A-D
(Contracts, Fee Simple Purchases or Sale of Land)

The undersigned do/does hereby declare that:

1. Neither he/she/they, nor any representative of his/her/their firm has/have provided, offered to provide, or will subsequently provide to any officer or employee of Howard County, whether elected or appointed, any benefits, monetary or otherwise, or material consideration from the profits or emoluments of the above-referenced contract, job, work or service for the County; and
2. No officer or employer of the County has accepted, received or will receive from the undersigned, any service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally; and
3. No officer or employee of the County has received or will receive from the undersigned, directly or indirectly, any part of any fee, commission or compensation paid or payable by the County in connection with the above-referenced contract, job, work or service for the County, excepting, however, the receipt of dividends on corporation stock.

I/we do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Affidavit are true and correct to the best of my/our knowledge, information, and belief.

DATE:

9/3/07

SIGNATURE:

Dianna L. Wilhelm
Dianna L. Wilhelm

TITLE: Managing Member

FIRM: (If Applicable)

WILHELM BUSINESS ENTERPRISES, L.L.C.

ADDRESS:

10979 Guilford Road, Ste A
Annapolis Junction, MD 20701

**CONDITIONS OF OPEN SPACE LAND NECESSARY
FOR RELEASE OF PERFORMANCE SURETY**

PURPOSE:

The purpose of these conditions is to ensure that at the time public improvements in a subdivision are dedicated to the County and the Developer's performance bonds or letter of credit are released, all Open Space property(ies) in the subdivision, dedicated to Howard County, meet minimum standards for their landscape resources as well as for their use as passive recreational areas.

GENERAL CONDITIONS:

Developer shall notify the Department of Recreation and Parks in writing not less than five (5) days prior to the Developer entering Open Space to commence any activity. Construction drawings, road drawings or SDP's submitted to the County's Subdivision Review Committee (SRC) shall clearly indicate the limits of disturbance and all Open Space property boundaries.

A. LIMIT OF DISTURBANCE

1. The amount of disturbance on Open Space shall be kept to a minimum. When the area of disturbance is within fifteen (15) feet of, or extends into Open Space, a standard four (4) foot, orange, plastic construction fence (Tenax Alpi by Tenax Corp., Jessup, MD or Recreation and Parks Department approved equivalent) shall be used as a continuous marker for the limit of disturbance. In cases where a silt fence or earth dike follows the limit of disturbance, they may serve in place of the orange fencing. THE ORANGE FENCING, SILT FENCE OR EARTHEN DIKE SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY AND ALL WORK OTHER THAN SURVEYING. The orange construction fence shall be securely installed by 6 foot, 1/2" thick steel fence posts placed on eight (8) foot centers. Under no circumstances are such fences to be secured to trees or other vegetation. The fence shall be maintained in good condition and remain in place until the dedication of the project is complete. The Developer is to remove the fence within 14 days after dedication. THE LIMITS OF DISTURBANCE SHALL BE CLEARLY MARKED ON ALL PLANS SUBMITTED TO THE COUNTY FOR APPROVAL.
2. Beyond the limit of disturbance, there shall BE NO ENCROACHMENTS OF ANY TYPE WHATSOEVER.
3. Except where permitted in writing by the Department of Recreation and Parks, Open Space property within the limit of disturbance SHALL NOT be used for:
 - a. staging areas for the storage or disposal of supplies, materials, waste, debris, top soil, etc.
 - b. transportation of supplies, materials, soil, etc.
 - c. parking or storage of vehicles, equipment, office trailers, etc.
 - d. maintenance of vehicles and equipment, ie., refueling, repairs, changing of oil/hydraulic fluids, etc.
4. THE PENALTY FOR DISTURBING OR DAMAGING FORESTED OPEN SPACE LAND BEYOND THE LIMIT OF DISTURBANCE DESIGNATED ON APPROVED DRAWINGS SHALL BE CONSISTENT WITH THE COUNTY FOREST CONSERVATION REGULATIONS OF \$1.20 PER SQUARE FOOT (\$52,272 PER ACRE).

B. GRADING AND STABILIZATION

1. All areas with soil exposed as a result of human activities, (whether disturbed by developer or pre-existing) or areas with excessive annual vegetation shall be stabilized in accordance with SCS/SRA Maryland Standards and Specifications for Soil Erosion and Sediment Control Section 51.01 WITH THE ONE EXCEPTION THAT IMPROVED TALL FESCUE BE USED IN PLACE OF K-3. Stabilization shall be defined as having a minimum of a two (2) inch stand of grass covering 95% of the soil surface in unit increments of one (1) square yard. All areas are to be stabilized to the extent that it does not conflict with other applicable federal, state, or local laws and regulations.
2. In areas which contain noxious weeds or other vegetation otherwise prohibited or restricted by U.S.D.A. or Maryland Department of Agriculture, are found, such weeds shall be eradicated to the extent that it is not in conflict with other applicable laws, then stabilized as described above.
3. No debris of any type whether pre-existent or resulting from development (concrete, rocks, bricks, lumber, chemical products, etc.) will be left on or buried within the site.
4. The burying of any and all biodegradable materials such as tree trunks, roots, limbs, lumber, etc. is prohibited.
5. All sediment control facilities will be filled with clean fill. It shall be compacted to prevent future settling, covered with top soil and seeded in accordance with Sect. B-1 above.

C. PROPERTY BOUNDARIES

Property boundary markers shall be installed on all points of curvature and points of tangency along the boundary lines of all Open Space lots where such Open Space abuts residential lots or HOA open space land and shall be indicated on all construction plans and record plats. (These are not required when it abuts other County owned Open Space lots, parkland or adjacent to roadways). Boundary markers shall be installed in all areas outside the limit of disturbance immediately after surveying and **BEFORE ANY CONSTRUCTION ACTIVITY COMMENCES**. Any boundary markers which are required within the limits of disturbance shall be installed immediately upon final grading and stabilization of such areas. All Property Boundary Markers (P.B.M.s) shall consist of two (2) parts:

1. an in-ground marker and
2. An above ground marker (witness post)

The in-ground markers shall be thirty (30) inches long by 5/8 inches (#5) steel rebar set so that they are flush and level with surrounding soil at final finish grade. All such in-ground markers shall be set by a Maryland State licensed surveyor and marked with the surveyor's cap identifying the surveyor.

The witness post shall be the Carsonite Boundary Marker (2.62" x 6') brown in color (Carsonite International, Carson City, Nevada 1-800-648-7974) with a standard Howard

County Open Space decal #1 and a Howard County Property Boundary decal #2. (See exhibit "D") These will serve as clear and unquestionable indicators of the property boundaries and help prevent private encroachment onto public lands.

All witness posts shall be driven two (2) feet into the ground as indicated by mark on front of marker.

D. PUBLIC ACCESS MARKERS

The County does require paved pathways in such instances where such paths would connect two parcels of Open Space, roads or cul-de-sacs, existing pathways, etc, (see Exhibit "A"). all such paths must be clearly indicated on all construction drawings. In most other cases pathways are not required. However, the County does require markers which delineate the points of public access. These markers shall be 6" x 6" pressure treated bollards (certified, CCA pressure treated to .40 retention). These bollards shall be installed at all property corners of each access strip and locations of such shall be clearly indicated on all constructions drawings and record plats. (See Exhibit "A" for example of placement. For complete specifications see exhibit "B", Bollards Specifications).

E. PATHWAYS

When pathways are required, they shall be six (6) feet wide, asphalt, constructed in accordance with specifications as outlined in Exhibit "C".

F. HAZARDS AND DEBRIS

All items which are deemed hazardous or debris shall be removed by the Developer before dedication.* This includes any and all trees which are deemed hazardous. (This determination is made at the sole discretion of the Department of Recreation and Parks).

Other such hazards are listed below and are frequently items left by previous property owners.

Typical examples are (but not limited to):

vehicles	old bridges
farm implements	fencing
building/construction debris	noxious weeds
dangerous trees	

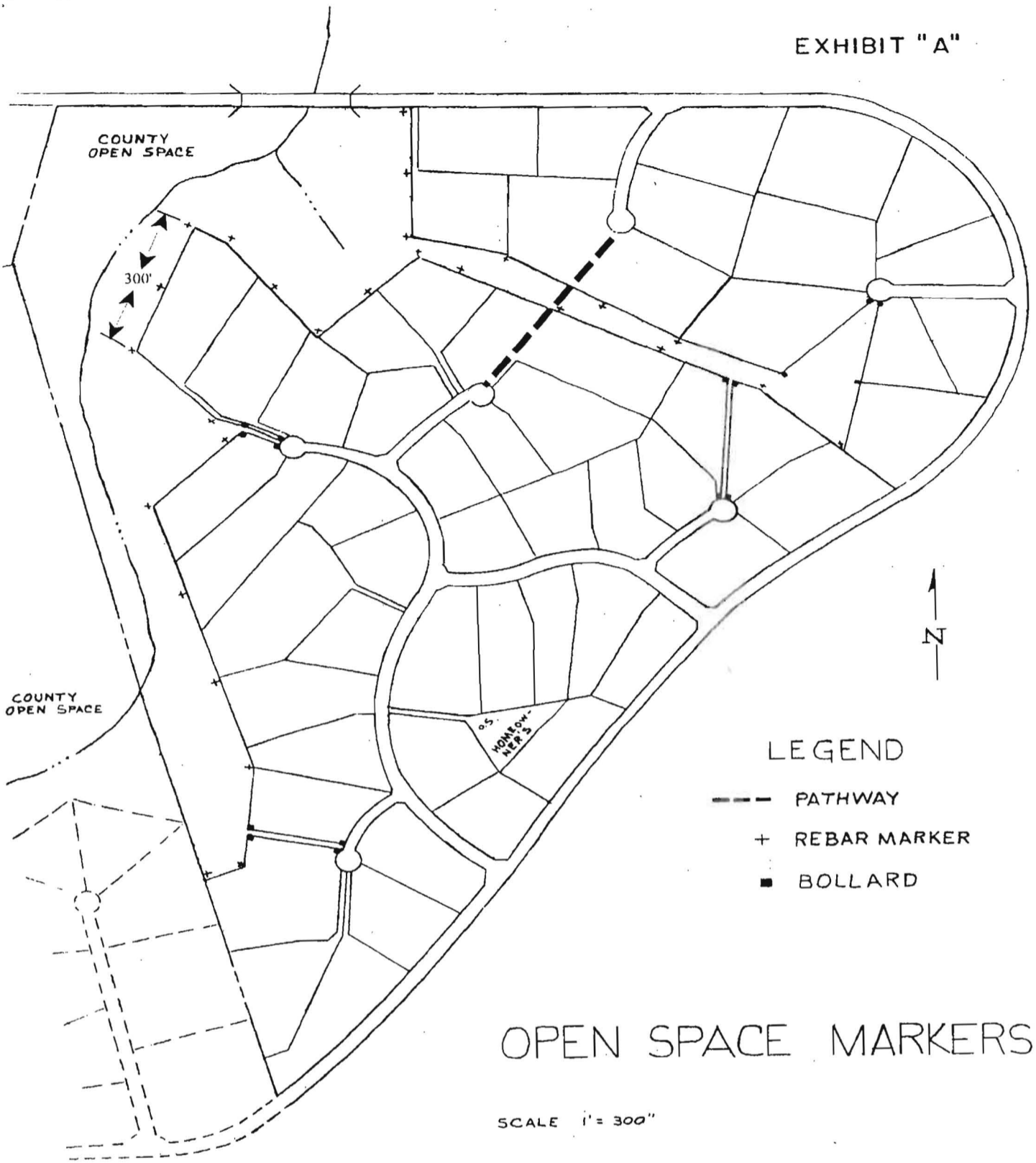
* Some hazards may constitute an immediate threat to public health and safety and if deemed so by the Department of Recreation and Parks, will be removed or corrected by the developer immediately upon notification.

G. ENCROACHMENTS

The County cannot accept land where encroachments exist. Therefore, it shall be the responsibility of the Developer to remove all encroachments prior to dedication. Encroachments include but are not limited to:

construction debris	playground equipment
fences	storage sheds
gardens	dog houses
woodpiles	refuse, prunings, etc.

EXHIBIT "A"



OPEN SPACE MARKERS

SCALE 1" = 300"

EXHIBIT "B"

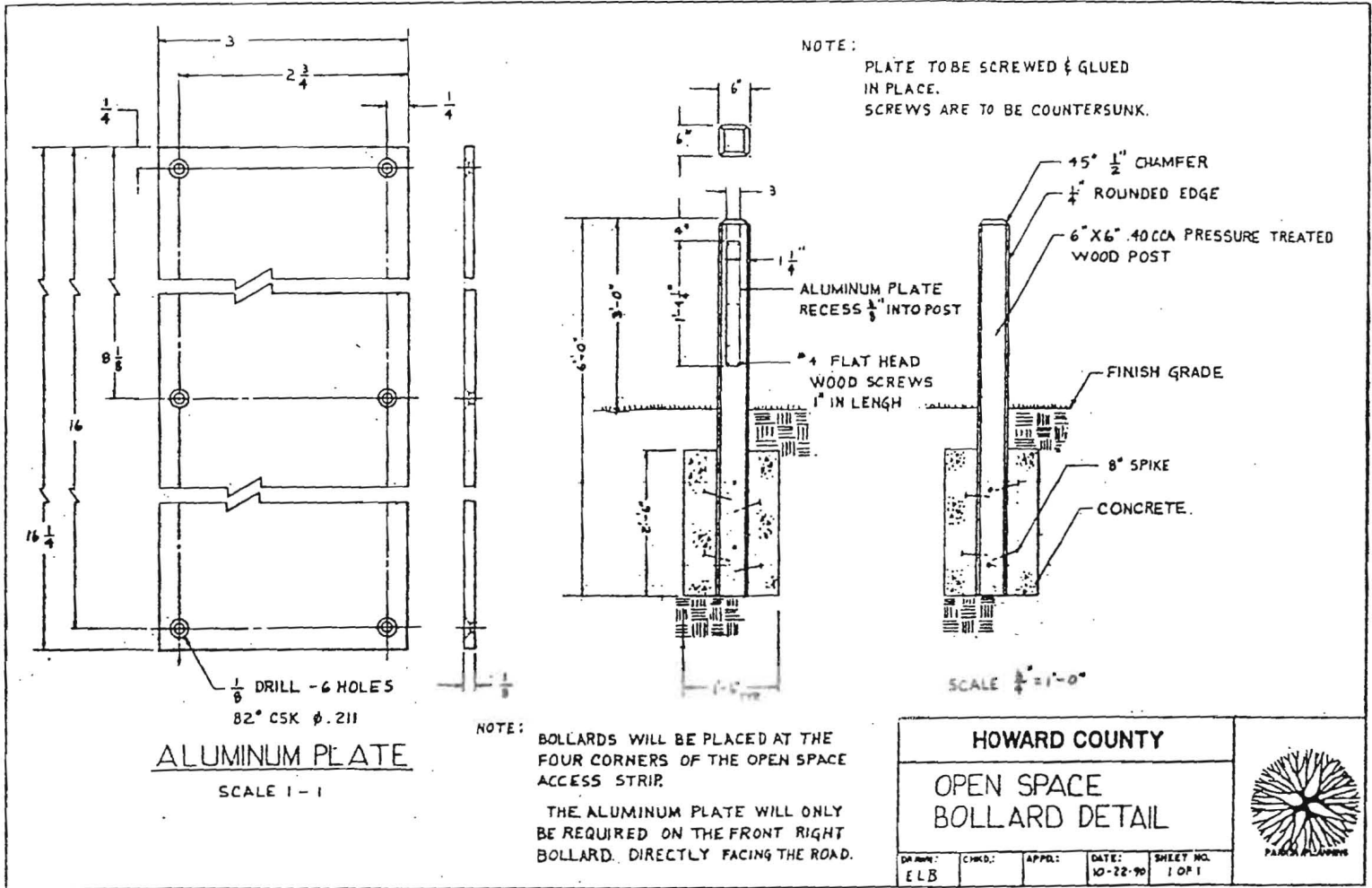


EXHIBIT "D"

HOWARD
COUNTY
PARK
PROPERTY

← DECAL #1

ALL PARKLAND
RULES & REGULATIONS
APPLY

NO

LITTERING / DUMPING

FIREARMS/WEAPONS
CAMPING/FIRES*
OFF ROAD VEHICLE USE
ALCOHOLIC BEVERAGES*
SWIMMING
*SPECIAL PERMIT ONLY

PARK HOURS

**DAWN
TO
DUSK**

OR AS POSTED

TITLE 19
SUBTITLE 2

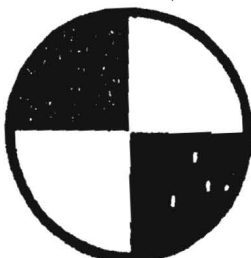


HOWARD COUNTY
RECREATION & PARKS

313-7256

PROPERTY
BOUNDARY
MARKER

HOWARD COUNTY DEPT.
RECREATION & PARKS



PENALTY
FOR
DAMAGE / REMOVAL
\$500⁰⁰
MARYLAND ANNOTATED CODE
§14-111

← DECAL #2



FACSIMILE COVER SHEET

TO: *Steward Oster*
~~Bob Weber~~ RE: **Annapolis Junction Business Park**
Parcel C
10977 Guilford Road
Annapolis Junction, MD

OF: **Howard County Health Department**

FAX: **410-313-2648**

DATE: **04/22/05** TIME: **8:05 AM**

FROM THE DESK OF: **Wayne Wilhelm** Page 1 of 2

REMARKS:

Dear Bob,

Please find attached a letter from South Carroll Backhoe, Inc. noting they removed the existing septic tank in accordance with Hoard County Health Department procedures. The purchaser of Parcel 3 (Greenman & Peddersen) bank is requesting a letter from the Health Department noting that this is the proper procedure with Howard County and that we were issued a permit to perform the work. The removal of the tank was witnessed by ourselves and our Geotechnical Engineers Hillis Carnes who has also performed the phase I environmental report for the entire property.

We appreciate your help in writing a letter that will hopefully satisfy the bank that this procedure was performed in accordance with the normal County requirements. This will help us to avoid having to perform a Phase II Environmental study.

Thanks again for your help,

cc: Tammy Greene, Greenman & Peddersen

A handwritten signature in black ink, appearing to read 'Wayne Wilhelm', with a small arrow pointing to the right above the end of the signature.

IF YOU HAVE EXPERIENCED A PROBLEM RECEIVING THIS TRANSMISSION, PLEASE CALL.

Howard County does not require
No permit is required



W I L H E L M
BUSINESS ENTERPRISES

August 1, 2005

Howard County Health Department
Bureau of Environmental Health
Mr. Stuart F. Oster, R.S.
7178 Columbia Gateway Drive
Columbia, MD 21046

Re: Annapolis Junction Business Park
10979 Guilford Road
Annapolis Junction, MD 20701
Permit # 521621
Agreement # 122

Dear Mr. Oster,

Please be advised that through approval of Mr. Harold Jarvis with Howard county Environmental and Sediment Control he has given us permission to tie into our new county public water and sewer system. Upon our new connection, we have removed ourselves from the use of our 1,500 gallon temporary holding tank. We had the tank pumped out clean, crushed in the concrete lid and back filled the tank with compacted dirt. All work was performed by South Carroll Backhoe Services, Inc. in accordance with Howard County requirements.

This is our formal notification that we are no longer in use of the temporary holding tank and you may close your files as appropriate. If you should have any questions or need any additional information, please give us a call.

Sincerely,
Wilhelm Business Enterprises, L.L.C.

Wayne Wilhelm
Member

Cc: Dianna Wilhelm

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