



August 2, 2022

Bill Hunt
St. Mary's County Government
Department of Land Use and Growth Management
23150 Leonard Hall Drive
Leonardtown, MD 20650

RE: Oak Crest Center
Traffic Improvements Fee-In-Lieu Credit Agreement Voucher #1
Lexington Exchange Flex Bldgs. A (Lot 3), B (Lot 4), & C (Lot 5)
LUGM# 19-133-009

Dear Mr. Hunt,

Per the Traffic Improvements Fee-In-Lieu Credit Agreement between St. John Properties and St. Mary's County, we are submitting the first credit voucher in the amount of \$79,692.76 to satisfy the Rt. 4 traffic mitigation fees for the Lexington Exchange Flex buildings A (Lot 3), B (Lot 4), & C (Lot 5) as referenced on the final site plan #19-133-009. A copy of the signed Traffic Improvements Fee-In-Lieu Credit Agreement is included with this letter and voucher. The voucher and draw-down table have been prepared in accordance with Exhibits C1 and C2 of the agreement.

The initial credit balance of \$285,185.64 is based off the cost estimates for the SHA Pedestrian Improvements outlined in Exhibits A and B of the agreement. Note, all plans for this work have been approved and permitted by SHA. Construction of these improvements began earlier this summer and are anticipated to be finished in the next month or so. At that time, St. John Properties will perform an internal audit of actual costs to complete this work effort and will provide your office a full breakdown to review and approve. Once approved, actual cost to complete will supplement the estimated \$285,185.64 draw-down cost on all future credit vouchers.

Please complete the bottom portion of the Voucher and return to us for our records. If you have any questions regarding this voucher, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Findley".

Ken Findley, P.E.
Development Manager, Southern Maryland

cc: Jackie Chandler, Traffic Concepts
Nick Brader, NJB Engineering
Brandy Glenn, LUGM
Greg Hosendorf, Soltesz

2560 Lord Baltimore Dr Baltimore MD 21244
Ofc | 410 788- 0100 Fax | 410 788 0851

www.stjohnpropertiesinc.com



**ST. MARY'S COUNTY VOUCHER FOR THE OAK CREST P.U.D. TRAFFIC IMPROVEMENTS FEE-IN-LIEU
CREDIT AGREEMENT**

Final Site Plan Title / LUGM #: Oak Crest Center PUD Revision to Phase 1 / #19-133-009

Voucher Sequence Number: 1

Property Owner (or Agent)

Name: St. John Properties

Address: 2560 Lord Baltimore Dr. Baltimore, MD 21244

Telephone: 410-369-1209

LOCATION					
(Bldg. Desig. / Lot #)	BUILDING PERMIT NUMBER	TRANSPORTATION IMPACT FEE RATE	GROSS AREA	CREDIT AMOUNT	CREDIT BALANCE*
	Oak Crest Center: Voucher 1		118,00 sf Flex Space		\$285,185.64
Oak Crest Buildings	20-00000362	\$463.33 per PM (172 PM)		\$79,692.76	
A, B, C	20-00000363	TOTAL CREDITS		\$79,692.76	
Lots 3, 4, 5	21-00000565		CREDIT BALANCE:		\$205,492.88

(*Note: Credit Draw-down Table to be attached with this voucher)

TO BE COMPLETED BY DEVELOPER

This voucher for credit of the above impact fee has been approved by **"DEVELOPERS"**, as the developer of the **Oak Crest Center** in the amount of \$ \$79,692.76.



Date: 8/2/2022

Kenneth Findley, P.E., Authorized Representative or

Address: 2560 Lord Baltimore Dr., Baltimore MD 21244

Natasha Peabody, Development Coordinator

Telephone: 410-369-1209

TO BE COMPLETED BY THE ST. MARY'S COUNTY OFFICE OF LAND USE GROWTH MANAGEMENT (LUGM)

Voucher Sequence Number: _____

Signature: _____

Certification By: _____

Date: _____

Drawdown Chart:**Improvement Cost Budget / Credit Amount: \$285,185.64**

Lex. Exch. Ph-I Flex:	<u>Voucher Sequence #</u>	<u>Lot / Bldg.</u>	<u>Trips</u>	<u>Rt. 4 Fee</u>
	1	3 / Bldg. A	66	(\$30,579.78)
		4 / Bldg. B	66	(\$30,579.78)
		5 / Bldg. C	40	(\$18,533.20)
		Credit Balance:		<u>\$205,492.88</u>

TRAFFIC IMPROVEMENTS FEE-IN-LIEU CREDIT AGREEMENT

THIS Traffic Improvements Fee-In-Lieu Credit Agreement ("Agreement") is made this 16 day of September, 2020, by and between Cecil's Mill, LLC ("Applicant"), a Maryland limited liability company, and the Board of County Commissioners of St. Mary's County ("County").

RECITALS

WHEREAS, Applicant is developing a project known as Lexington Exchange, f/k/a Oak Crest Center (the "Project"), and which is part of Oak Crest Center Planned Unit Development; and

WHEREAS, the Oak Crest Center Planned Unit Development ("PUD") is an existing Planned Unit Development, as originally approved by the County per Resolution Z-90-04A on or about August 21, 1990, and which has been partially developed at this time; and

WHEREAS, Applicant is designing and will construct, under certain conditions set out in this Agreement, improvements to public road facilities and/or sidewalks and a crosswalk as described in this Agreement to serve the needs of the public, the Project and the PUD; and

WHEREAS, the County has, from time to time, required property owners and/or developers to contribute fees-in-lieu of physical improvements for the potential impacts of development projects on the Maryland Route 4/Maryland Route 235 Intersection (the "Route 4/235 Improvement Fund"); and

WHEREAS, the State Highway Administration, the St. Mary's County Department of Public Works and Transportation, the St. Mary's County Department of Land Use and Growth Management, the Applicant, and the Planning Commission calculated the portion of the amount of the Route 4/235 Improvement Fund allocable to the Project based on proposed peak trips as set forth in that Public Facilities Improvement Agreement recorded among the Land Records of St. Mary's County at Liber 3696, Folio 084 (the "Project Specific 4/235 Improvement Fund") ; and

WHEREAS, the County, through various departments, has proposed that the Applicant now construct certain sidewalk, cross walk, and related improvements at the Maryland Route 235, Wildewood Boulevard/Oak Crest Road intersection in an effort to address pedestrian movements, said improvements more particularly described in Exhibit A attached hereto and incorporated herein (the "Improvements"); and

WHEREAS, the County and the Applicant have agreed that, at Applicant's option, the cost of the design and construction of the Improvements will serve as a credit (a "Credit") toward the Project Specific 4/235 Improvement Fund or its assignees' respective obligations to make payments into the Route 4/235 Improvement Fund and now desire to set forth the terms of their agreement.

NOW, THEREFORE, WITNESSETH that in consideration of the foregoing recitals, which are hereby incorporated into and made a material part of this Agreement, the premises and

the mutual covenants, obligations, and benefits set forth in this Agreement, the parties agree as follows:

1. Improvements.

The County has recommended that the Applicant construct the Improvements. Some of the Improvements are located within the boundaries of the PUD and some of the Improvements are located outside the boundaries of the PUD. In accordance with the terms of this Agreement, the Applicant agrees to design and construct the Improvements.

2. Costs of Improvements.

The costs of the Improvements that are eligible for Credits are limited to the cost of the design and construction of the Improvements and, by way of illustration and not limitation, may include design, construction, inspection, overhead, administrative and legal costs, maintenance bonds and related soft costs, signalization, construction performance bonds and/or letters of credit, financing charges on all expenditures, and related consultants' costs (the "Improvement Costs").

3. Computation of the Credit Amount.

Based on a review of all financial records, estimates, contracts, appraisals, and other documentation, the County has approved the estimated Improvement Costs to be \$285,185.64 ("Estimated Credit Amount"), as itemized in Exhibit B to this Agreement, attached hereto. The parties agree that 100% of the Estimated Improvement Costs are attributable to the Improvements. Applicant may receive Credit for 100% of the Improvement Costs actually expended to the Project Specific 4/235 Improvement Fund or, at Applicant's election, to its assignees' respective obligations to make payments into the Route 4/235 Improvement Fund, so that each dollar actually spent on the Improvements Costs will, at the Applicant's option, reduce dollar for dollar Applicant's or any assignee's obligation to pay the Route 4/235 Improvement Fund. Applicant or its assignees shall receive Credits not to exceed the Estimated Credit Amount at any point after the execution of this Agreement. The Applicant shall receive Credits for 100% of any additional actual Improvements Costs, beyond the Estimated Credit Amount, once the Final Credit Amount shall be determined as set forth in Section 5.B. below.

4. Accounting.

The Department of Land Use and Growth Management will maintain an accounting of the cumulative total of Credits. Applicant or an assignee of Applicant (as indicated by a properly executed assignment of some or all of the Credits) shall submit an accounting of the fees for the Project Specific 4/235 Improvement Fund or, the Route 4/235 Improvement Fund. The Director of the Department of Land Use and Growth Management ("Director") will decide any dispute concerning the accuracy of accounting for the Credits. Attached hereto as Exhibit C1 is a form of the statement the Director shall issue as Credits are used by the Applicant or any assignee. Attached hereto as Exhibit C2 is a sample statement, for illustration purposes only, to provide an example as to how Credits may be applied pursuant to this Agreement.

5. Computation of Final Credit Amount.

A. The Applicant shall maintain an accounting of the cumulative total of Credits and, at the request of the County, which may not be made more than once a quarter, shall provide statements to the County of the Credits.

B. Upon completion of construction of the Improvements, the Applicant shall submit to the Director reasonably detailed documentation of Applicant's calculation of the Final Credit Amount, including evidence of payment for Improvements Costs related thereto. The Director shall, within thirty (30) days thereof, confirm the Applicant's determination of the final credit amount, which amount is herein before and after referred to as the "Final Credit Amount". In the event that the amount of Estimated Credits exceeds the Final Credit Amount, then the Applicant shall repay the difference to the County of the amount of such credits drawn upon in excess of the Final Credit Amount as fees in lieu of physical improvements to the Maryland State Route 4/Maryland State Route 235 intersection. Any amounts owed by the Applicant hereunder shall be paid to the County no later than 30 days after the County's confirmation of Applicant's determination of the Final Credit Amount.

6. Assignment and Limitation on Use.

Applicant shall be entitled to assign its rights including a portion or all of its Credits under this Agreement to any one or more entity, builder or other applicant which assumes or files development-related applications (or amendments thereto) for any projects that are required to provide payments to the Route 4/235 Improvement Fund, provided that Applicant shall provide written acknowledgement to the County of any authorized assignees of Applicant prior to the utilization of Credits by such authorized assignees. Except as specifically provided herein, neither the benefit nor the burden of this Agreement shall be assigned without written consent of both parties.

7. Notice.

Any notice required pursuant to the terms of this Agreement, or otherwise, shall be mailed by United States Mail, postage prepaid, to the parties at the addresses listed below.

If to the County:

William B. Hunt, Director
Department of Land Use and Growth Management
23150 Leonard Hall Drive
Leonardtown, MD 20650
301-475-4200, ext. 71500

With copy to:

David Weiskopf, County Attorney
Office of County Attorney
41770 Baldrige Street
Leonardtown, MD 20650
(301) 475-4200 ext. 71700
ctyatt@stmarysmd.com

If to Applicant:

Kenneth W. Findley, Jr., P.E.
Development Manager
St. John Properties, Inc.
2560 Lord Baltimore Drive
Baltimore, Maryland 21244
410-369-1298
KFindely@sjpi.com

With copy to:

Christopher T. Longmore
Dugan, McKissick & Longmore, LLC
22738 Maple Road, Suite 210
Lexington Park, Maryland 20653
(301) 862-3764
chris@paxlawyers.com

8. Interpretation, Enforcement.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. The parties agree that any cause arising under this Agreement shall be subject to the jurisdiction of the Circuit Court for St. Mary's County, Maryland.

9. Integration Clause.

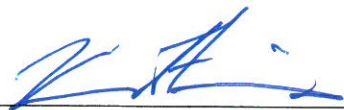
This Agreement contains the full and final agreement between the parties regarding the subject matter of the Agreement and no matter, whether written or oral, not contained in the Agreement shall be understood to be part of the Agreement unless properly executed, in writing, by the parties to the Agreement.

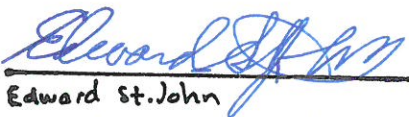
GIVEN UNDER OUR HANDS AND SEALS THIS 16 day of September, 2020.

APPLICANT.

Cecil's Mill, LLC

BY:


Name: Kenneth W. Findley Jr. P.E.
Title: Development Manager

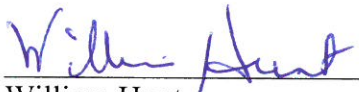

Edward St. John
General Manager - Cecil's Mill, LLC.

Approved for Legal Sufficiency

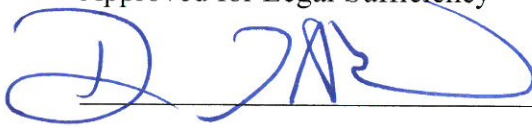
Dugan, McKissick & Longmore, L.L.C.

Board of County Commissioners of St. Mary's County, Maryland

BY:


William Hunt
Director of Land Use and Growth Management

Approved for Legal Sufficiency



County Attorney

STATE OF MARYLAND, COUNTY OF ST. MARY'S

I hereby certify that on this 24th day of August, 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared William Hunt, known to me to be or satisfactorily proven to me, to be the person executing the within instrument, and he did acknowledge that being authorized to do so, he executed the within instrument as his act and deed on behalf of the Board of County Commissioners of St. Mary's County, Maryland, in his capacity as Director of the St. Mary's County Department of Land Use and Growth Management and did acknowledge the foregoing instrument to be the act and deed of the aforesaid public entity.

AMBER N THOMPSON
Notary Public-Maryland
St. Mary's County
My Commission Expires
July 03, 2022

Amber Thompson
Notary Public

My Commission Expires 07-03-2022

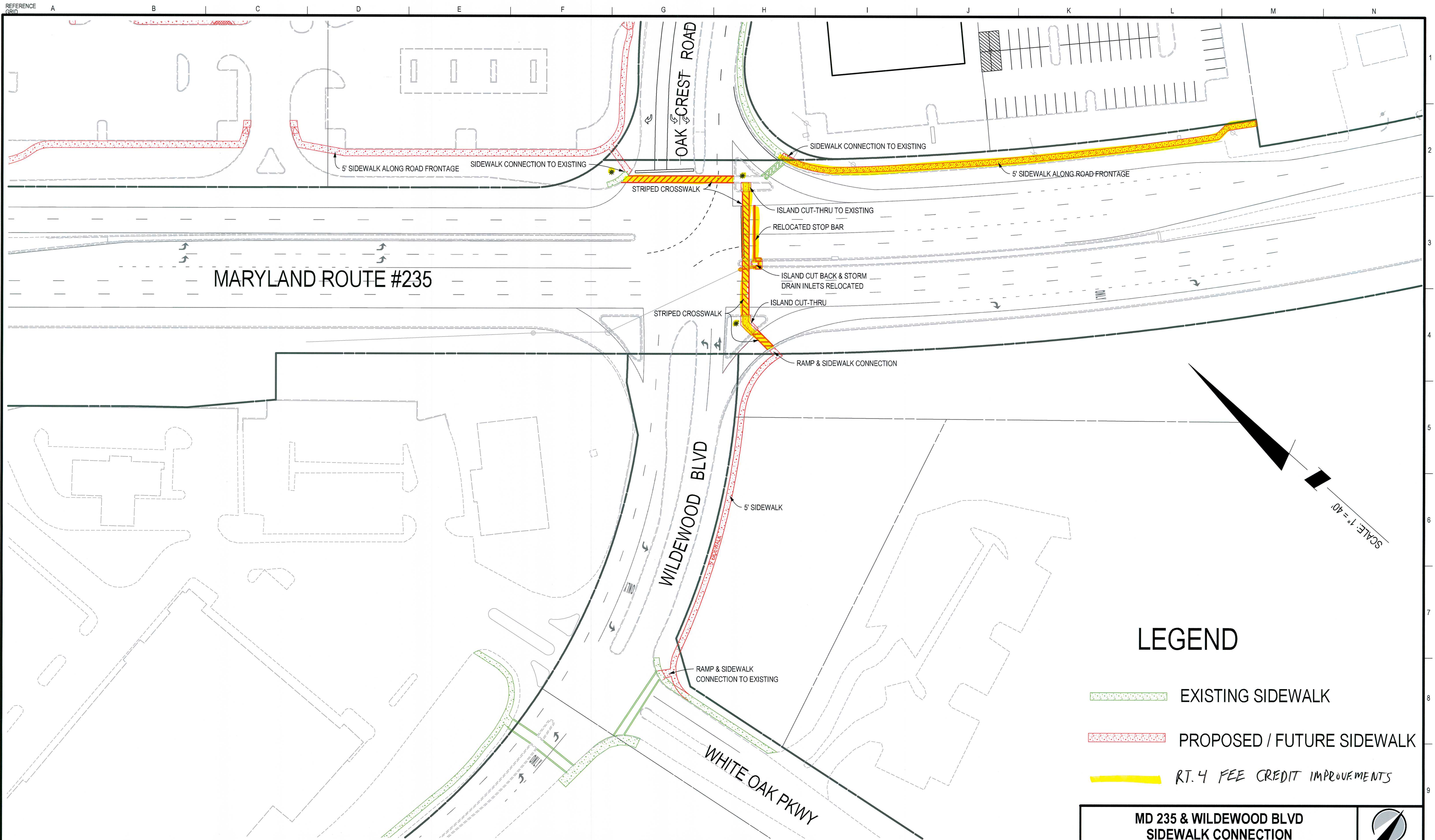
STATE OF Maryland, COUNTY OF Baltimore

I hereby certify that on this 16 day of September, 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth Findley & Edward St. John, known to me to be or satisfactorily proven to me, to be the persons executing the within instrument, and he did acknowledge that being authorized to do so, he executed the within instrument as his act and deed on behalf of Cecil's Mill, LLC, a Maryland limited liability company in his capacity as its authorized agent and did acknowledge the foregoing instrument to be the act and deed of said limited liability company.

Kelly M. Gallagher
Notary Public
My Commission Expires

KELLY M GALLAGHER
Notary Public-Maryland
Harford County
My Commission Expires
May 22, 2021

Exhibit A



LEGEND

- | EXISTING SIDEWALK | PROPOSED / FUTURE SIDEWALK | RT. 4 FEE CREDIT IMPROVEMENTS |
|-------------------|----------------------------|-------------------------------|
| | | |

MD 235 & WILDEWOOD BLVD SIDEWALK CONNECTION	
EXHIBIT OAK CREST CENTER ST. MARY'S COUNTY, MARYLAND	 1" = 40' SHEET <u>1</u> OF <u>1</u> PROJECT NO. XXXX-XX-XX

	SOLTESZ, INC.	Rockville Lanham Waldorf Leonardtown Frederick Soltesz DC, LLC			
Engineering Surveying Planning Environmental Sciences	LEONARDTOWN OFFICE 23140 Moakley Street, Suite 6 Leonardtown, MD 20650 P. 301.769.3500 F. 301.997.0385 www.solteszco.com				

NO.	REVISIONS	BY	DATE
	DATE: SEPT 2019		
	DESIGNED: BCB		
	CAD STANDARDS VERSION: V8 - NCS		
	TECHNICIAN: BCB		
	CHECKED: JMG		

MISS UTILITY NOTE

INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES AND UTILITY CROSSEINGS BY DIGGING TEST PITS BY HAND, WELL IN ADVANCE OF THE START OF EXCAVATION. CONTACT "MISS UTILITY" AT 1-800-287-7777, 48 HOURS PRIOR TO THE START OF EXCAVATION. IF CLEARANCES ARE LESS THAN SHOWN ON THIS PLAN OR IF THE CONTRACTOR HAS ANY DOUBTS, LESS, CONTACT THE ENGINEER AND THE UTILITY COMPANY BEFORE PROCEEDING WITH CONSTRUCTION. CLEARANCES LESS THAN NOTED MAY REQUIRE REVISIONS TO THIS PLAN.

OWNER/DEVELOPER/APPLICANT

ST. JOHN PROPERTIES, INC.
2560 LORD BALTIMORE DRIVE
BALTIMORE, MD 21244

PHONE # 443-848-9863
CONTACT: KEN FINDLEY

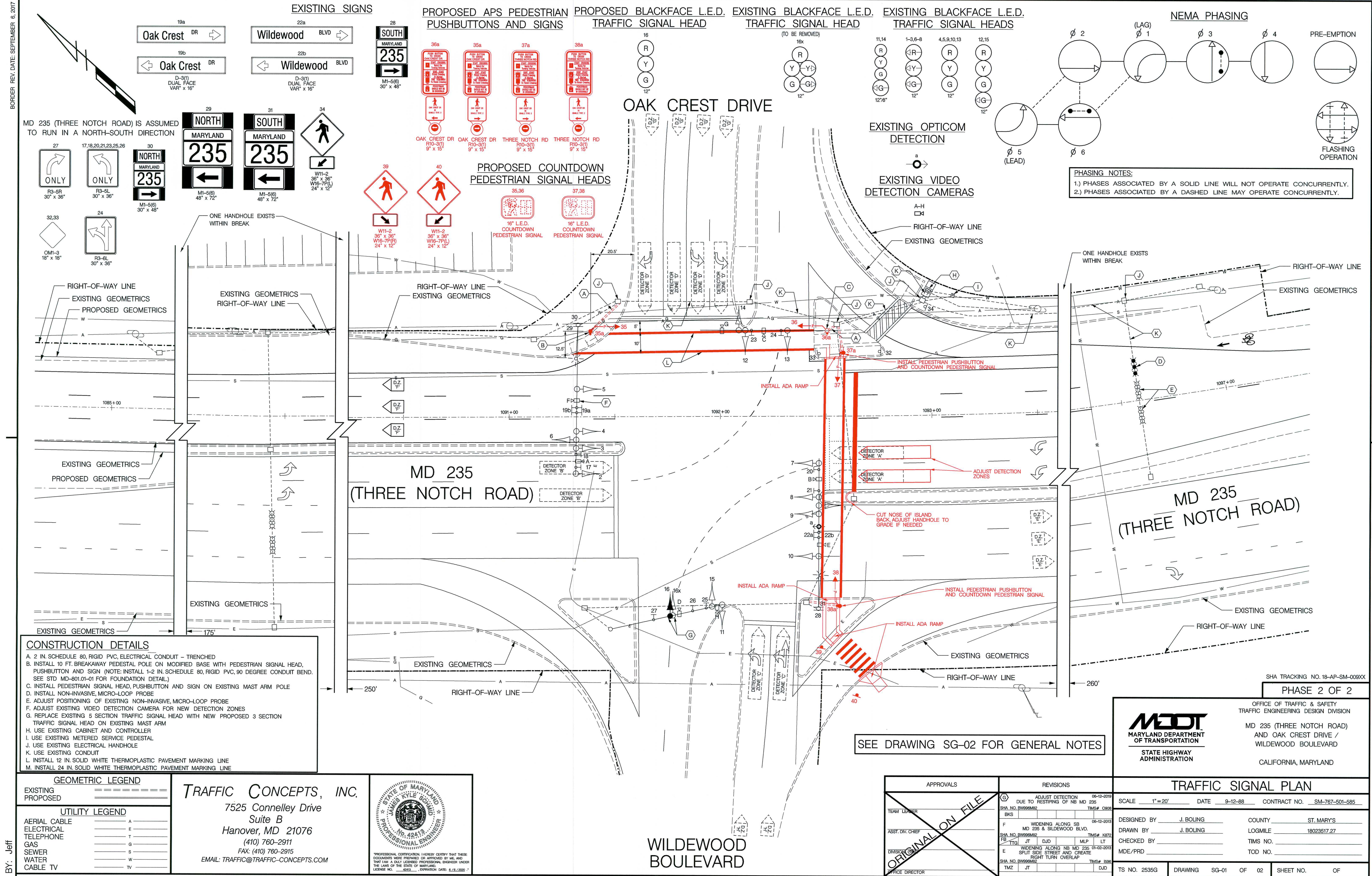
MAP <u>17</u> GRID <u>G-2</u>	
ZONING CATEGORY: ROW	W&S CATEGORY: N/A
TAX MAP / PARCEL N/A	GRID N/A
SITE DATUM HORIZONTAL: <u>NAD 83</u> VERTICAL: <u>NAVD 88</u>	LIBER / FOLIO N/A

BORDER REV. DATE: SEPTEMBER 8, 2017

DRILL HOLES

DRILL HOLES

DRILL HOLES



CONSTRUCTION DETAILS

A. 2 IN. SCHEDULE 80, RIGID PVC, ELECTRICAL CONDUIT - TRENCHED
B. INSTALL 10 FT. BREAKAWAY PEDESTAL POLE ON MODIFIED BASE WITH PEDESTRIAN SIGNAL HEAD, PUSHBUTTON AND SIGN (NOTE: INSTALL 1-2 IN. SCHEDULE 80, RIGID PVC, 90 DEGREE CONDUIT BEND. SEE STD MD-801.01-01 FOR FOUNDATION DETAIL)
C. INSTALL PEDESTRIAN SIGNAL HEAD, PUSHBUTTON AND SIGN ON EXISTING MAST ARM POLE
D. INSTALL NON-INVASIVE, MICRO-LOOP PROBE
E. ADJUST POSITIONING OF EXISTING NON-INVASIVE, MICRO-LOOP PROBE
F. ADJUST EXISTING VIDEO DETECTION CAMERA FOR NEW DETECTION ZONES
G. REPLACE EXISTING 5 SECTION TRAFFIC SIGNAL HEAD WITH NEW PROPOSED 3 SECTION TRAFFIC SIGNAL HEAD ON EXISTING MAST ARM
H. USE EXISTING CABINET AND CONTROLLER
I. USE EXISTING METERED SERVICE PEDESTAL
J. USE EXISTING ELECTRICAL HANDHOLE
K. USE EXISTING CONDUIT
L. INSTALL 12 IN. SOLID WHITE THERMOPLASTIC PAVEMENT MARKING LINE
M. INSTALL 24 IN. SOLID WHITE THERMOPLASTIC PAVEMENT MARKING LINE

GEOMETRIC LEGEND	
EXISTING	=====
PROPOSED	-----
UTILITY LEGEND	
AERIAL CABLE	A
ELECTRICAL	E
TELEPHONE	T
GAS	G
SEWER	S
WATER	W
CABLE TV	TV

TRAFFIC CONCEPTS, INC.
7525 Connelley Drive
Suite B
Hanover, MD 21076
(410) 760-2911
FAX: (410) 760-2915
EMAIL: TRAFFIC@TRAFFIC-CONCEPTS.COM

STATE OF MARYLAND
JAMES KYLE SCHMIDT
No. 42433
PROFESSIONAL ENGINEER

"PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
LICENSE NO. _____, EXPIRATION DATE: 8/28/2020."

SEE DRAWING SG-02 FOR GENERAL NOTES

APPROVALS	
TEAM LEADER	ASSY. DIV. CHIEF
DIVISION CHIEF	OFFICE DIRECTOR

REVISIONS	
1	ADJUST DETECTION DUE TO RESTRICTION OF NB MD 235
2	WIDENING ALONG SB MD 235 & SILDEWOOD BLVD.
3	WIDENING ALONG NB MD 235 & SILDEWOOD BLVD.
4	WIDENING ALONG NB MD 235 & SILDEWOOD BLVD.
5	WIDENING ALONG NB MD 235 & SILDEWOOD BLVD.

MDOT
MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

OFFICE OF TRAFFIC & SAFETY
TRAFFIC ENGINEERING DESIGN DIVISION

MD 235 (THREE NOTCH ROAD) AND OAK CREST DRIVE / WILDEWOOD BOULEVARD
CALIFORNIA, MARYLAND

PHASE 2 OF 2

TRAFFIC SIGNAL PLAN

SCALE 1" = 20' DATE 9-12-88 CONTRACT NO. SM-767-501-585

DESIGNED BY J. BOLING COUNTY ST. MARY'S
DRAWN BY J. BOLING LOGMILE 18023517.27
CHECKED BY TIMS NO. _____
MDE/PRD TOD NO. _____

TS NO. 2535G DRAWING SG-01 OF 02 SHEET NO. OF

Cost Estimate for SHA Pedestrian Improvements

Intersection of Three Notch Rd. (MD Rte. 235) & Oak Crest Rd./Wildwood Blvd.

December 4th, 2019

Prepared by St. John Properties

Construction Budget:

SHA Pedestrian Crossings (Oak Crest Rd. and Three Notch Rd.)				
Construction OH	1	LS	\$ 3,480.00	\$ 3,480.00
Testing	1	LS	\$ 1,200.00	\$ 1,200.00
MOT	4	DYS	\$ 1,200.00	\$ 4,800.00
Demo/Grading	2	DYS	\$ 3,760.00	\$ 7,520.00
Storm	1	LS	\$ 24,400.00	\$ 24,400.00
Walks	384	SF	\$ 13.00	\$ 4,992.00
Detectable Warning	4	EA	\$ 225.00	\$ 900.00
Seeding	1	LS	\$ 500.00	\$ 500.00
Signal Mods	1	LS	\$ 27,148.00	\$ 27,148.00
General Contractor Fee	1	LS	\$ 7,494.00	\$ 7,494.00
			Subtotal	\$ 82,434.00
SHA Sidewalk (Lexington Exchange frontage - Oak Crest Rd. past Aldi Lot)				
Construction OH	1	LS	\$ 1,160.00	\$ 1,160.00
Testing	1	LS	\$ 1,200.00	\$ 1,200.00
MOT	6	DYS	\$ 1,200.00	\$ 7,200.00
Demo/Grading	4	DYS	\$ 3,760.00	\$ 15,040.00
Walks	2100	SF	\$ 6.00	\$ 12,600.00
Seeding	1	LS	\$ 500.00	\$ 500.00
General Contractor Fee	1	LS	\$ 3,770.00	\$ 3,770.00
			Subtotal	\$ 41,470.00

Development Budget:

Development OH	1	LS	\$ 19,800.00	\$ 19,800.00
Design - Boundary & Topo. Survey	1	LS	\$ 3,500.00	\$ 3,500.00
Design - Civil Engineer	1	LS	\$ 60,700.00	\$ 60,700.00
Design- Traffic Consultant	1	LS	\$ 4,350.00	\$ 4,350.00
Design - Utility Locating	1	LS	\$ 20,000.00	\$ 20,000.00
Legal	1	LS	\$ 8,200.00	\$ 8,200.00
Permit/Inspection Fees	1	LS	\$ 13,435.00	\$ 13,435.00
Bond Fees	1	LS	\$ 3,035.00	\$ 3,035.00
			Subtotal	\$ 133,020.00

Total \$ 256,924.00

+10% Contingency \$ 25,692.40

+1% Finance Fee \$ 2,569.24

Total \$ 285,185.64



STRATEGIES FOR TODAY. INSIGHT FOR TOMORROW.

ADDENDUM TO AGREEMENT

Client Name: St. John Properties, Inc.
Address: 2560 Lord Baltimore Drive
Baltimore, MD 21244

Attention: Kenneth Findley
Telephone: (O) 410-369-1298
(C) 443-848-9863
Email: kfindley@sjpi.com

Original Agreement Dated: May 27, 2016
Project Description: Phase II SHA Rd
Improvement Plan
Soltesz Project No: 2268-03-00
Addendum No.: 4

Consultant agrees to provide the following professional services:

A. Surveying

1. Field Detail Topography
(Task #2302)

Hourly Budget \$3,500

Soltesz will obtain field run topography to include locating existing visible permanent structures, edge of pavement, curb lines, houses, outbuildings, storm drain structures, sewer manholes, power poles etc. This raw data will be entered into the Soltesz computer system as a base sheet/worksheet to be used as the basis for preparing planning, engineering and/or other record documents. The topography will only cover the existing Maryland Route 235 curb and gutter, median curb, inlets and edge of pavement, and travel lane paint markings. Miss Utility will be called to paint all known utilities prior to design and the field detail topography.

Subtotal Section A: Hourly Budget \$ 3,500

B. Engineering

1. Base Sheets
(Task # 3200)

Lump Sum \$800

Soltesz will add the new field detail topography into the base sheet showing "existing" conditions based on the current County GIS data, field detail topography obtained on the site and adjacent roadways, and ALTA survey data. An aerial photograph of the site, as well as County topography and planometrics will be used to verify and supplement the detail on the base sheet.

INITIAL:

Soltesz, Inc.

St. John's Properties



**2. Sidewalk 30% Design Plans
(Task # 3201)**

Lump Sum \$6,000

Soltesz will create preliminary plans showing the proposed sidewalk alignment and island modifications as 30% plan submittals to SHA. Stop bar changes at the northbound MD 235 travel lanes will be coordinated with Traffic Concepts.

**3. Sidewalk Concept Sediment Control
(Task # 6001)**

Lump Sum \$3,500

Soltesz will prepare a Concept Sediment & Erosion Control Plan for the 30% plan resubmittal and to comply with the 3-step stormwater management review. The sediment controls will be in accordance with the 2011 Sediment Control Ordinance. This site is outside the 1,000-foot critical area line and is outside of any mapped Tier II streams. Redundant sediment control measures should not be required for the SHA improvements. This fee is based on one plan set for construction. Also included in this fee are the new NOI notes to satisfy the new NPDES permit process.

**4. Sidewalk Improvement Plan
(Task # 5400)**

Lump Sum \$8,000

Soltesz will prepare plans showing island cuts and drainage for the sidewalk from the Southstar redevelopment to the County's sidewalk on Wildewood Boulevard. No improvements are proposed on the Wildewood property as we anticipate that St. Mary's County DPW&T will provide the design plans for that sidewalk. This plan will include the spot elevations and island repairs. Soltesz will coordinate improvements with Traffic Concepts for pavement markings.

**5. Sidewalk Storm Drainage Plan, Profiles, and Computations
(Task # 6002)**

Lump Sum \$7,500

Soltesz will prepare plans, profiles, drainage area maps, and calculations for relocation of an inlet near the intersection in the existing storm drainage system. This task assumes that the existing storm drainage system is adequate and can be modified for the relocation of an inlet. This plan will be reviewed by SHA Highway Hydraulics.

**6. Detail Sheets
(Task # 5800)**

Lump Sum \$3,000

Soltesz will prepare the necessary detail sheets, detail tables, general notes typical pavement sections, and pavement sections for the concrete islands and new asphalt at the nose of the median island.

INITIAL:

Soltesz, Inc.

St. John's Properties



**7. Cross Section Elements
(Task # 5801)**

Lump Sum \$2,500

Soltesz will prepare cross-sections at 20-foot intervals in the work area to be included on the construction plans.

**8. Cost Estimates
(Task # 5802)**

Lump Sum \$1,000

Soltesz will prepare cost estimates for bonding purposes for SHA and METCOM. Additional construction estimates for the client will be provided in an hourly task. Traffic Concepts cost estimate will be added to the Soltesz estimate for SHA bonding requirements.

**9. Client Coordination and Meetings
(Task # 1909)**

Hourly/ Budget Estimate \$15,000

Soltesz will meet and coordinate with the client for advancement of the project at our standard hourly rates. This task includes preparation of project timelines & meeting minutes. Depending on the number of meetings requested, Soltesz may need to adjust the hourly budget by a separate addendum.

**10. Utility Coordination
(Task # 7209)**

Hourly/Budget \$2,500

Soltesz will submit plans to SMECO, Verizon, and Atlantic Broadband for the reconfiguration of concrete islands near the existing utility poles. This assumes no relocation of utility poles.

**11. Traffic Consultant Coordination
(Task # 6909)**

Hourly/Budget \$5,000

Soltesz will work with the Traffic Concepts for pavement markings, signage, maintenance of traffic, and any signal modifications. This task will be used to transfer CAD files, general coordination meetings and discussions with the traffic consultant, downloading and submitting the traffic plans with the District 5 Access Management Division (AMD) review. The traffic consultant will also be submitting their plans directly to SHA agencies other than AMD; however, part of the AMD review includes the traffic plans.

Subtotal Section B: Lump Sum \$ 32,300
Hourly/Budget: \$ 22,500

INITIAL:

Soltesz, Inc.

St. John's Properties



Kenneth Findley
August 13, 2019
Page 4 of 4

Charges for Professional Services:

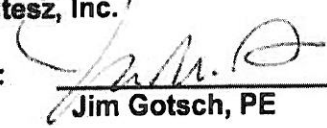
Total: Lump Sum: \$ 32,300
Hourly/Budget: \$ 26,000

This addendum is hereby made a part of the original agreement referenced above and therefore subject to all provisions contained therein.

CONSULTANT:

Soltesz, Inc.

BY: _____


Jim Gotsch, PE

TITLE: Senior Associate

DATE: August 13, 2019

CLIENT:

St. John's Properties

BY: _____

TITLE: _____

DATE: _____

TRAFFIC CONCEPTS, INC.

Traffic Impact Studies • Feasibility • Traffic Signal Design • Traffic Counts • Expert Testimony

July 22, 2019

Mr. Ken Findley
St. John Properties
2560 Lord Baltimore Drive
Baltimore, Maryland 21244

RE: Traffic Signal Modification Design
MD 235 at Oak Crest Dr./Wildewood Blvd.
St. Mary's County, MD

Dear Mr. Findley:

We are pleased to offer our proposal to provide traffic engineering services for traffic signal modification design at the intersection of MD 235 at Oak Crest Dr./Wildewood Blvd. in St. Mary's County, MD. The design will consist of adding pedestrian crosswalks, APS (Accessible Pedestrian Signal) and CPS (Countdown Pedestrian Signal) across the east and south legs of the intersection.

TRAFFIC SIGNAL SCOPE OF SERVICES

- 1) Submit a Design Request (DR) to SHA and receive approval.
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- 4) Comments received from SHA will be addressed and final approval will be obtained for the plans.

ENGINEERING FEE

We will provide the services outlined above for a lump sum fee of **\$4,350.00**.

EXTRA WORK

If during preparation of the required plan, unforeseeable situations arise affecting our fee or requiring extra work to be done, we will temporarily stop work and notify the client immediately for his/her written authorization to perform the extra work.

Extra work, when authorized, will be provided on an hourly rate basis in accordance with the hourly rates contained herein.

HOURLY RATE SCHEDULE

Consultant	\$235.00/hour
Engineer III	\$200.00/hour
Engineer II	\$170.00/hour
Engineer I	\$135.00/hour
Traffic Technician II	\$100.00/hour
Traffic Technician I	\$ 45.00/hour

We reserve the right to increase the hourly rates by a maximum of 5.0% per annum from the date of this proposal.

PAYMENT FOR SERVICES

Invoices will be submitted on a monthly basis to reflect the percentage of the total project completed. Prior to final approval of the plans, the account shall be paid in full.

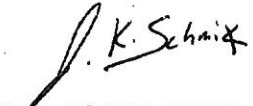
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Mr. Ken Findley
Page 3 of 3

If this proposal meets with your approval, please sign and return a copy to this office. If you have any questions concerning this proposal, please do not hesitate to contact our office.

Sincerely,

TRAFFIC CONCEPTS, INC.



J. Kyle Schmid, P.E., PTOE
kyleschmid@traffic-concepts.com

ACCEPTED:

Signature

Date

Printed Name

Company Name

Billing Address (No P.O. Boxes):

Phone:

Fax:

Other:

Email:

Traffic Concepts, Inc.

COST ESTIMATE FOR MATERIALS TO BE FURNISHED AND INSTALLED BY THE CONTRACTOR
June 26, 2019

**Traffic Signal Cost Estimate for Additional Pedestrian Crossings- Across South Leg of
Intersection (Crossing MD 235)
MD 235 (Three Notch Road) @ Oak Crest Dr. / Wildewood Blvd., St. Mary's County**

ITEM NO.	QUANTITY	DESCRIPTION	UNIT COST	UNIT TOTAL
549409	300 LF	12 IN. WHITE THERMOPLASTIC PAVEMENT MARKINGS	\$8.00	\$2,400.00
549419	60 LF	24 IN. WHITE THERMOPLASTIC PAVEMENT MARKINGS	\$15.00	\$900.00
549800	60 LF	REMOVAL OF EXISTING PAVEMENT MARKING LINES, ANY WIDTH	\$1.00	\$60.00
801004	0.5 CY	CONCRETE FOR SIGNAL FOUNDATION	\$1,200.00	\$600.00
801066	64 LF	WOOD SIGN SUPPORTS 4 INCH X 6 INCH	\$18.00	\$1,152.00
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802146	1 EA	ADJUST HANDHOLE TO GRADE AND REPLACE FRAME AND COVER	\$1,100.00	\$1,100.00
805125	40 LF	2 IN. SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	\$12.00	\$480.00
818004	2 EA	10 FT. BREAKAWAY PEDESTAL POLE	\$1,700.00	\$3,400.00
832020	60 LF	BARE COPPER GROUND WIRE, NO 6 AWG	\$2.00	\$120.00
860285	2 EA	16 IN. LED COUNTDOWN PEDESTRIAN SIGNAL	\$700.00	\$1,400.00
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865210	2 EA	AUDIBLE/TACTILE PEDESTRIAN PUSHBUTTON AND SIGN	\$800.00	\$1,600.00
800000	1 EA	ADJUST VIDEO DETECTION CAMERA	\$100.00	\$100.00
SUB TOTAL				\$15,158.00

**Traffic Signal Cost Estimate for Additional Pedestrian Crossings- Across East Leg of Intersection
(Across Oak Crest Drive)
MD 235 (Three Notch Road) @ Oak Crest Dr. / Wildewood Blvd., St. Mary's County**

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865300	1 EA	2-WIRE CENTRAL CONTROL UNIT	\$3,000.00	\$3,000.00
SUB TOTAL				\$11,990.00
TOTAL				\$27,148.00

ANNE ARUNDEL COUNTY
CREDIT AGREEMENT VOUCHER FOR DEVELOPMENT IMPACT FEE

Project Name as in Credit Agreement: **BWI Technology Park Phase II (St. John Properties, Edward St. John, Owner)**

Facility Producing Credit: St. John Properties to expand capacity over & above requirements of Article 17, Title 11 of Anne Arundel County Code- See Exhibit C of TIFCA.

Transportation or School Fee Credit: **Transportation**

Property Owner (or Agent) Edward St. John, Founder and Chairman

Address: St. John Properties, Inc.
2560 Lord Baltimore Drive
Baltimore, MD 21244

Telephone: 410-788-0100

LOCATION	BUILDING PERMIT NUMBER	IMPACT FEE CATEGORY	TRANSPORTATION IMPACT FEE RATE	GROSS AREA	CREDIT AMOUNT	CREDIT BALANCE
BWI Technology Park Phase II: Voucher YN0004						\$ 76,970.16
805 PINNACLE DR BLDG B (LOT 4)	B02257969	OFFICE/WAREHOUSE	\$736/1000 GSF OF INDUSTRIAL & \$1,190/1000 GSF OF OFFICE	31,080 SF INDUSTRIAL & 31,080 SF OFFICE	\$ 59,860.08	
			TOTAL CREDITS		\$59,860.08	
				CREDIT BALANCE:		\$ 17,110.08

TO BE COMPLETED BY DEVELOPER

This voucher for credit of the above impact fee has been approved by "DEVELOPERS", the developer of the **BWI Technology Park II** in the amount of **\$59,860.08**.


Thomas J. Pilon, Authorized Representative or
Kaitlin Jordan, Development Coordinator

Date: 8/9/19
Address: 2560 Lord Baltimore Dr., Baltimore, MD 21244
Telephone: 410-788-0100

SIGN HERE

TO BE COMPLETED BY THE OFFICE OF PLANNING AND CODE ENFORCEMENT

Voucher Sequence Number: YN0004 Signature: _____

OPZ Certification By: Rick Fisher or Mehdi Khan Date: _____

TO BE COMPLETED BY THE PERMIT APPLICATION CENTER

Permit Clerk: _____ Date: _____

Verified Voucher against PIPs _____ Date: _____

Cost Estimate for SHA Pedestrian Improvements

Intersection of Three Notch Rd. (MD Rte. 235) & Oak Crest Rd./Wildwood Blvd.

December 4th, 2019

Prepared by St. John Properties

Construction Budget:

SHA Pedestrian Crossings (Oak Crest Rd. and Three Notch Rd.)				
Construction OH	1	LS	\$ 3,480.00	\$ 3,480.00
Testing	1	LS	\$ 1,200.00	\$ 1,200.00
MOT	4	DYS	\$ 1,200.00	\$ 4,800.00
Demo/Grading	2	DYS	\$ 3,760.00	\$ 7,520.00
Storm	1	LS	\$ 24,400.00	\$ 24,400.00
Walks	384	SF	\$ 13.00	\$ 4,992.00
Detectable Warning	4	EA	\$ 225.00	\$ 900.00
Seeding	1	LS	\$ 500.00	\$ 500.00
Signal Mods	1	LS	\$ 27,148.00	\$ 27,148.00
General Contractor Fee	1	LS	\$ 7,494.00	\$ 7,494.00
			Subtotal	\$ 82,434.00
SHA Sidewalk (Lexington Exchange frontage - Oak Crest Rd. past Aldi Lot)				
Construction OH	1	LS	\$ 1,160.00	\$ 1,160.00
Testing	1	LS	\$ 1,200.00	\$ 1,200.00
MOT	6	DYS	\$ 1,200.00	\$ 7,200.00
Demo/Grading	4	DYS	\$ 3,760.00	\$ 15,040.00
Walks	2100	SF	\$ 6.00	\$ 12,600.00
Seeding	1	LS	\$ 500.00	\$ 500.00
General Contractor Fee	1	LS	\$ 3,770.00	\$ 3,770.00
			Subtotal	\$ 41,470.00

Development Budget:

Development OH	1	LS	\$ 19,800.00	\$ 19,800.00
Design - Boundary & Topo. Survey	1	LS	\$ 3,500.00	\$ 3,500.00
Design - Civil Engineer	1	LS	\$ 60,700.00	\$ 60,700.00
Design- Traffic Consultant	1	LS	\$ 4,350.00	\$ 4,350.00
Design - Utility Locating	1	LS	\$ 20,000.00	\$ 20,000.00
Legal	1	LS	\$ 8,200.00	\$ 8,200.00
Permit/Inspection Fees	1	LS	\$ 13,435.00	\$ 13,435.00
Bond Fees	1	LS	\$ 3,035.00	\$ 3,035.00
			Subtotal	\$ 133,020.00

Total \$ 256,924.00

+10% Contingency \$ 25,692.40

+1% Finance Fee \$ 2,569.24

Total \$ 285,185.64

Drawdown Chart:**Improvement Cost Budget / Credit Amount: \$ 285,185.64**

Lex. Exch. Ph-I Flex:	<u>Lot</u>	<u>trips</u>	<u>Rt. 4 fee</u>
	3 - Bldg A	66	(\$30,579.78)
	4 - Bldg B	66	(\$30,579.78)
		Credit Balance:	<u>\$ 224,026.08</u>

Chaney Retail Pads:	<u>Lot</u>	<u>trips</u>	<u>Rt. 4 fee</u>
	1- ROFO	224	(\$75,400.00)
	2 - Rest.	30	(\$19,500.00)
	3 - Rest.	47	(\$35,100.00)
		Credit Balance:	<u>\$ 94,026.08</u>

Lex. Exch. Ph-I Retail Pads:	<u>Lot</u>	<u>trips</u>	<u>Rt. 4 fee</u>
	Front Corner - Rest.	73	(\$33,982.08)
	Front Back - Retail	50	(\$23,250.74)
	Cinema - Rest.	50	(\$23,007.51)
	Cinema - Retail	42	(\$19,375.62)
		Credit Balance:	<u>\$ (5,589.87)</u>



STRATEGIES FOR TODAY. INSIGHT FOR TOMORROW.

ADDENDUM TO AGREEMENT

Client Name: St. John Properties, Inc.
Address: 2560 Lord Baltimore Drive
Baltimore, MD 21244

Attention: Kenneth Findley
Telephone: (O) 410-369-1298
(C) 443-848-9863
Email: kfindley@sjpi.com

Original Agreement Dated: May 27, 2016
Project Description: Phase II SHA Rd
Improvement Plan
Soltesz Project No: 2268-03-00
Addendum No.: 4

Consultant agrees to provide the following professional services:

A. Surveying

1. Field Detail Topography
(Task #2302)

Hourly Budget \$3,500

Soltesz will obtain field run topography to include locating existing visible permanent structures, edge of pavement, curb lines, houses, outbuildings, storm drain structures, sewer manholes, power poles etc. This raw data will be entered into the Soltesz computer system as a base sheet/worksheet to be used as the basis for preparing planning, engineering and/or other record documents. The topography will only cover the existing Maryland Route 235 curb and gutter, median curb, inlets and edge of pavement, and travel lane paint markings. Miss Utility will be called to paint all known utilities prior to design and the field detail topography.

Subtotal Section A: Hourly Budget \$ 3,500

B. Engineering

1. Base Sheets
(Task # 3200)

Lump Sum \$800

Soltesz will add the new field detail topography into the base sheet showing "existing" conditions based on the current County GIS data, field detail topography obtained on the site and adjacent roadways, and ALTA survey data. An aerial photograph of the site, as well as County topography and planometrics will be used to verify and supplement the detail on the base sheet.

INITIAL:

Soltesz, Inc.

St. John's Properties



**2. Sidewalk 30% Design Plans
(Task # 3201)**

Lump Sum \$6,000

Soltesz will create preliminary plans showing the proposed sidewalk alignment and island modifications as 30% plan submittals to SHA. Stop bar changes at the northbound MD 235 travel lanes will be coordinated with Traffic Concepts.

**3. Sidewalk Concept Sediment Control
(Task # 6001)**

Lump Sum \$3,500

Soltesz will prepare a Concept Sediment & Erosion Control Plan for the 30% plan resubmittal and to comply with the 3-step stormwater management review. The sediment controls will be in accordance with the 2011 Sediment Control Ordinance. This site is outside the 1,000-foot critical area line and is outside of any mapped Tier II streams. Redundant sediment control measures should not be required for the SHA improvements. This fee is based on one plan set for construction. Also included in this fee are the new NOI notes to satisfy the new NPDES permit process.

**4. Sidewalk Improvement Plan
(Task # 5400)**

Lump Sum \$8,000

Soltesz will prepare plans showing island cuts and drainage for the sidewalk from the Southstar redevelopment to the County's sidewalk on Wildewood Boulevard. No improvements are proposed on the Wildewood property as we anticipate that St. Mary's County DPW&T will provide the design plans for that sidewalk. This plan will include the spot elevations and island repairs. Soltesz will coordinate improvements with Traffic Concepts for pavement markings.

**5. Sidewalk Storm Drainage Plan, Profiles, and Computations
(Task # 6002)**

Lump Sum \$7,500

Soltesz will prepare plans, profiles, drainage area maps, and calculations for relocation of an inlet near the intersection in the existing storm drainage system. This task assumes that the existing storm drainage system is adequate and can be modified for the relocation of an inlet. This plan will be reviewed by SHA Highway Hydraulics.

**6. Detail Sheets
(Task # 5800)**

Lump Sum \$3,000

Soltesz will prepare the necessary detail sheets, detail tables, general notes typical pavement sections, and pavement sections for the concrete islands and new asphalt at the nose of the median island.

INITIAL:

Soltesz, Inc.

St. John's Properties



**7. Cross Section Elements
(Task # 5801)**

Lump Sum \$2,500

Soltesz will prepare cross-sections at 20-foot intervals in the work area to be included on the construction plans.

**8. Cost Estimates
(Task # 5802)**

Lump Sum \$1,000

Soltesz will prepare cost estimates for bonding purposes for SHA and METCOM. Additional construction estimates for the client will be provided in an hourly task. Traffic Concepts cost estimate will be added to the Soltesz estimate for SHA bonding requirements.

**9. Client Coordination and Meetings
(Task # 1909)**

Hourly/ Budget Estimate \$15,000

Soltesz will meet and coordinate with the client for advancement of the project at our standard hourly rates. This task includes preparation of project timelines & meeting minutes. Depending on the number of meetings requested, Soltesz may need to adjust the hourly budget by a separate addendum.

**10. Utility Coordination
(Task # 7209)**

Hourly/Budget \$2,500

Soltesz will submit plans to SMECO, Verizon, and Atlantic Broadband for the reconfiguration of concrete islands near the existing utility poles. This assumes no relocation of utility poles.

**11. Traffic Consultant Coordination
(Task # 6909)**

Hourly/Budget \$5,000

Soltesz will work with the Traffic Concepts for pavement markings, signage, maintenance of traffic, and any signal modifications. This task will be used to transfer CAD files, general coordination meetings and discussions with the traffic consultant, downloading and submitting the traffic plans with the District 5 Access Management Division (AMD) review. The traffic consultant will also be submitting their plans directly to SHA agencies other than AMD; however, part of the AMD review includes the traffic plans.

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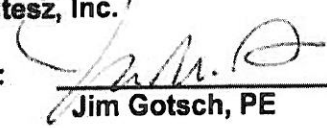
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CONSULTANT:

Soltesz, Inc.

BY: _____


Jim Gotsch, PE

TITLE: Senior Associate

DATE: August 13, 2019

CLIENT:

St. John's Properties

BY: _____

TITLE: _____

DATE: _____

TRAFFIC CONCEPTS, INC.

Traffic Impact Studies • Feasibility • Traffic Signal Design • Traffic Counts • Expert Testimony

July 22, 2019

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2560 Lord Baltimore Drive
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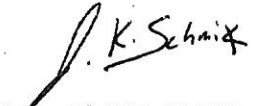
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Mr. Ken Findley
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Sincerely,

TRAFFIC CONCEPTS, INC.



J. Kyle Schmid, P.E., PTOE
kyleschmid@traffic-concepts.com

ACCEPTED:

Signature

Date

Printed Name

Company Name

Billing Address (No P.O. Boxes):

Phone:

Fax:

Other:

Email:

Traffic Concepts, Inc.

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TOTAL				\$27,148.00