

MEMORANDUM OF UNDERSTANDING
CHESAPEAKE TERRACE LANDFILL

This Memorandum of Understanding effective as of the 22nd day of September, 2004, by and between The Halle Companies, Halle Development, Inc. and National Waste Managers, Inc. or any one of them (hereinafter referred to as "Halle"); Greater Crofton Council (hereinafter referred to as "Crofton"); and Odenton Improvement Association (hereinafter referred to as "GOIA").

WHEREAS, Halle is willing to provide various improvements as stated below; and

WHEREAS, Crofton and GOIA are willing to support the approval and opening of The Chesapeake Terrace Landfill (hereinafter referred to as "Chesapeake Terrace") as stated below.

NOW THEREFORE, in consideration of the promises above and the promises below, each agrees with the others as follows:

1. The owner of Chesapeake Terrace will cap for use as a multi-purpose, baseball, softball, field hockey or lacrosse field (subject to the State of Maryland (hereinafter referred to as "State") and Anne Arundel County (hereinafter referred to as "County") approved closure plan) each cell as completed and deed it for no consideration to the County for recreational use only (all costs of conveyance, subdivision, recordation, improvements and use to be borne by the County).
2. Halle will build a High School at cost plus one percent (1%) in zip code 21054, in the County and lease it back to the County at cost plus one percent (1%) above the interest rate paid by Halle on the permanent loan:
 - a. On land currently owned by the County at no cost to Halle
 - b. Subject to obtaining an acceptable construction loan
 - c. Subject to obtaining an acceptable permanent loan
 - d. Subject to Halle and the County agreeing on a construction contract and terms of the lease (lease term will be for thirty (30) years at one percent (1%) above Halle permanent loan interest rate. At the end of the thirty (30) year term, the County will own the school.
 - e. Subject to the County supplying any and all approved plans, grading permits, building permits, etc.
3. A fee in the amount of \$3.00 per ton with a maximum of \$750,000 per year to be paid to a citizens group headed by the Crofton and GOIA by the owner of Chesapeake Terrace to be used for recreational, library and

other similar purposes to benefit the Greater Crofton Council area, which includes Odenton, as defined in the Crofton (GCC) Bylaws.

- 4. Buildings that are built to operate the Landfill will be built with the use of recreation as a second use (indoor soccer, bathrooms and concession stand) subject to the County supplying Halle with dimensions of the building and Halle agreeing to the dimensions. Any remaining Landfill site will be deeded for no consideration to the County for recreational use when the Landfill is completed (all costs of conveyance, subdivision, recordation, improvements and use to be borne by the County).**
- 5. Crofton, GOIA and the County will support and assist in amending the Chesapeake Terrace entrance further down Conway Road on property owned by Halle or on Patuxent Road with road improvements that need to be agreed to by Halle, Crofton, GOIA and the County. Crofton, GOIA and the County will also assist Halle in reducing the set back to five hundred feet and allow for the stock pile of dirt within the five hundred feet and allow the height and slope to be as regulated by the State of Maryland Department of Environment.**
- 6. Crofton, GOIA and the County will support and assist in the approval of Chesapeake Terrace as a Rubble Landfill at the County and State level.**
- 7. Halle agrees that the Landfill will be lined and open for no more than twenty five years.**
- 8. Halle will continue the BIA process until the Landfill is approved.**
- 9. Halle will drop the damage lawsuit against the County on the Landfill when this MOU is signed.**
- 10. Halle will discuss with the Seven Oaks Community Association (hereinafter called "SOCA") the possibility of deeding the Recreation Parcel between Parcels 10 and 14 in the Seven Oaks Community (hereinafter called "Seven Oaks") to the County and having the County build an indoor recreational facility, in which case Halle would pay the County the amount of One Million Dollars (within two years after the landfill opening) and Halle will be relieved of any further liability regarding the site and the recreation facility to be built. The facility would be able to be used at no cost by the SOCA members. If the site is not available, Halle will allow the facility to be built on the Chesapeake Terrace site and will contribute to the County One Million Dollars (within two years after the landfill opening) towards the County constructing the facility.**

This Memorandum of Understanding is for discussion purposes only. All parties agree that this document will not be disclosed to non-negotiating parties, unless unanimously agreed to by the parties; that it will not be used in any type of legal proceeding, now or in the future, involving any of the parties.

This Agreement shall be interpreted in accordance with the laws in the State of Maryland.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as of the day and year first above written.

**THE HALLE COMPANIES,
HALLE DEVELOPMENT, INC.
NATIONAL WASTE MANAGERS, INC.**

(seal)

**Stephen N. Fleischman
Vice President**

GREATER CROFTON COUNCIL

(seal)

**Torrey Jacobsen, Jr.
President**

**GREATER ODENTON
IMPROVEMENT ASSOCIATION**

(seal)

**Harry Sinclair
President**