

**AVENEL  
FARM  
DEVELOPMENT  
PLAN**

**MASTER  
AGREEMENT**

**JULY  
1984**

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EXHIBIT A-1

AVENEL FARM DEVELOPMENT PLAN

MASTER AGREEMENT

JULY 3, 1984

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MASTER AGREEMENT

I. Parties

The Parties ("Parties") to this master agreement ("Master Agreement") are:

1. The Washington Suburban Sanitary Commission ("WSSC").
2. Montgomery County ("County").
3. Rock Run Limited Partnership ("Rock Run").
4. PGA TOUR, Inc. ("PGA TOUR").

II. Recitals

The development of Avenel Farm under this Master Agreement offers a unique opportunity to meet the needs of the surrounding communities and the entire county. This three-part plan provides a location for an Advanced Wastewater Treatment plant (AWT), a championship PGA TOUR golf course, and a high-quality residential neighborhood. The plan minimizes the cost of providing property for the AWT by arranging the development of the golf course and residential areas in a manner insuring the compatibility of all the intended uses. The probable construction of the AWT at some time in the future will be disclosed to prospective purchasers of the residences by Rock Run or its successors in contracts for sale and covenants. Whenever the entire property is shown in a model or a map, the AWT will be designated.

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The resolution of all the issues involved in this plan serves the public interest by insuring that the interests of all affected entities, groups, and communities are considered and met to the greatest degree practicable.

WSSC and Montgomery County desire to provide for the probable future construction of an AWT plant on the Avenel farm site, in accordance with state laws and regulations, to provide adequate sewerage service in the future. Montgomery County desires to insure that the environmental and other land use policies of the County are implemented in the construction of the AWT and in the development of the surrounding property. Rock Run desires to develop certain property surrounding the AWT through the construction of residential dwelling units. PGA TOUR desires to develop the property immediately surrounding the AWT through the construction of an 18 hole, championship golf course.

The PGA TOUR, a non-profit organization which regulates professional golf, promotes community involvement in the sport, and also makes charitable contributions in the communities it serves. Such contributions will be of benefit to the citizens of the county and will be distributed with their advice and involvement. In accordance with the national policy of the PGA TOUR, the TOUR affirms its commitment to establish non-discriminatory employment and membership policies. Membership fees at the Tournament Players Club at Avenel will cover a broad range and will be such that the average county citizen will be able to use the course.

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The Parties recognize that the accomplishment of their respective objectives depends on their performance of various acts, observance of various policy commitments, execution and performance of various contracts and leases, and making of various conveyances. Accordingly, the Parties agree to take whatever actions within their respective powers are necessary to implement this Agreement fully, consistent with all applicable laws and regulations.

Nothing in this Agreement modifies the regulatory power of Montgomery County or WSSC. Except where specifically modified by this Agreement, the Agreement For Sale between Rock Run and PGA TOUR dated December 30, 1983, continues in full force and effect.

### III. Elements of Agreement

#### A. Sale of Land to WSSC

##### 1. Description of Property

The property designated as "WSSC Property" and the property designated as "PGA TOUR Property" in the map attached as Exhibit A and described in Exhibit B, both of which are hereby incorporated by reference, shall be conveyed by Rock Run to WSSC. WSSC shall immediately convey the property designated and described as "PGA TOUR Property" in Exhibits A and B to PGA TOUR.

##### 2. Price

WSSC agrees to pay Rock Run the sum of \$11,000,000 for the conveyances described in Paragraph III.A.1. above. PGA TOUR agrees to pay WSSC the sum of \$10 for WSSC's conveyance of the

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"PGA TOUR Property" to PGA TOUR. Such transfer taxes as may be applicable to the conveyance from Rock Run to WSSC shall be paid by WSSC, up to a limit of \$525,000. Any transfer taxes in excess of this amount shall be paid by Rock Run.

3. Procedure

a. The closing on the conveyance of the property from Rock Run to WSSC and the conveyance from WSSC to PGA TOUR shall be on January 4, 1985, or on such later date as PGA TOUR, Rock Run, and WSSC may mutually agree.

b. From the date the contracts for sale are executed to the date of the closing, Rock Run shall pay to WSSC interest at the rate of 10 percent per year on the amount of money returned by Rock Run to WSSC from WSSC's deposit. This interest payment shall be made at the closing.

c. PGA TOUR, Rock Run, and WSSC shall direct their attorneys to prepare and the parties shall execute all documents necessary for these conveyances.

4. Cancellation of Master Agreement

On September 5, 1984:

a. If final approval for the recording of the record plat of the residential development in substantially the same form as either of the alternative plans filed in May of 1984 has been granted by all relevant government agencies, Rock Run shall immediately execute a contract for sale of the property to WSSC and WSSC shall immediately execute a contract for sale of the property designated "PGA TOUR Property" in Exhibits A and B to PGA TOUR.

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b. If such approval has not been granted, this Agreement shall be null and void and the rights and obligations of Rock Run and WSSC under their existing contract, dated May 27, 1981, shall not be affected by this Agreement.

B. Restrictive Covenants on PGA TOUR Property

1. Description

The property designated as "PGA TOUR Property" in Exhibits A and B shall be conveyed to PGA TOUR subject to restrictive covenants for the benefit of WSSC, Montgomery County, and the Homeowners Association to be established in the surrounding community. If the Homeowners Association is not yet in existence at the time of the conveyance, these covenants shall run to Rock Run for the sole purpose of later conveyance to the Homeowners Association.

2. Duration

The restrictive covenants for the benefit of WSSC and Montgomery County shall run with and burden the PGA TOUR property in perpetuity, unless terminated by WSSC and Montgomery County, respectively. The restrictive covenant for the benefit of the Homeowners Association shall run with and burden the PGA TOUR Property in perpetuity.

3. Purpose and Restriction

The purpose of the restrictive covenants is to enable WSSC, Montgomery County, and the Homeowners Association of the surrounding community to:

a. preserve the use of the PGA TOUR property as a golf course or other green space appropriate for a buffer around an AWT plant;

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b. preserve the use of such property as a passive recreation area for the residents of the surrounding areas including the Rock Run property; and

c. preserve and protect the stream valley.

The restrictive covenants shall require that the PGA TOUR property be kept as a single tract and used only as a golf course, or for other recreational purposes subject to the consent of Montgomery County, the Homeowners Association, and WSSC, and which do not involve any use more intensive than a golf course, or as open space.

4. Procedure

The restrictive covenants shall be incorporated in the deeds conveying the PGA TOUR property.

C. Driving Range

1. Description

WSSC agrees to permit PGA TOUR to use a portion of WSSC's property for the golf course's driving range, which shall initially be in the location designated as "Driving Range" in the map attached as Exhibit C and described in Exhibit D, both of which are hereby incorporated by reference.

2. Period of Use and Alternate Location

PGA TOUR may continue to use this property for the driving range unless and until such time that WSSC undertakes to build the AWT on its property. In this event, WSSC shall notify PGA TOUR of the issuance of its Notice to Proceed with the construction. Unless WSSC permits PGA TOUR to continue its operation of the driving range at the initial location described

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above, PGA TOUR shall then have 24 months, or such longer time as PGA TOUR and WSSC may mutually agree, to vacate the driving range at the initial location. WSSC shall then permit PGA TOUR to use, for as long as the golf course is in operation, the property designated as "Alternate Driving Range" in Exhibits C and D.

D. AWT Site Vegetative Screening and Fencing

1. PGA TOUR

PGA TOUR agrees to plant vegetation along the border of the driving range adjoining the proposed AWT site when it builds the driving range in the initial location.

2. WSSC

WSSC commits to follow a policy of planting and then maintaining sufficient vegetation around the proposed AWT site, giving due consideration for space necessary for construction access and for parking and equestrian uses as provided in paragraphs III.G. and H. below, to provide an appropriate visual screen for the proposed AWT in its finished state. WSSC also commits to a policy of making additions to such vegetative screen as necessary when plans for the AWT are made final so as to assure that the AWT will be adequately screened.

WSSC also agrees that it will not erect any fence, other than such fences as may be necessary for equestrian activities, in the area designated and described as "Secondary Buffer" in Exhibits A and B.

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E. Recreational Area and Surplus School Site

1. Purpose

The County desires that certain property be provided for public use for recreational purposes. Rock Run desires to own the property contiguous to its property and presently designated as a surplus school site.

2. Description

The property designated as "Recreational Area", and consisting of 22 acres, in the map attached as Exhibit E, and described in Exhibit F, both of which are hereby incorporated by reference, shall be provided for public use through the appropriate public agency for use as athletic fields, for asphalt parking areas for the athletic fields and for such other recreational uses as are consistent with the quiet enjoyment of the homes in the area.

The property designated as "Surplus School Site" in Exhibits E and F shall be conveyed to Rock Run in return for Rock Run's conveyance of the Recreational Area, the other consideration stated in this Agreement, and the payment of cash as set forth in paragraph III.E.3. below.

3. Transfer

Rock Run agrees to convey to Montgomery County the Recreational Area described in paragraph III.E.2. above. Rock Run further agrees to expend the sum of \$500,000 to construct improvements, including recreational improvements, in the Avenel area over a period not to exceed five years, pursuant to plans approved by Montgomery County. These expenditures by Rock Run

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will be in addition to any expenditures required as part of the development process. At the end of such five year period, any portion of this \$500,000 remaining unexpended shall be paid over by Rock Run to the Montgomery County "General Fund." The Surplus School Site shall be conveyed to Rock Run as part of the closing described in this Agreement.

F. Golf Course

1. PGA TOUR

PGA TOUR will construct an 18 hole, championship golf course on its property.

The PGA TOUR agrees that it will not accept the "country club" assessment without reaching agreement with Montgomery County on an additional payment in lieu of taxes, should such payment be required by the County.

2. County and WSSC

The County and WSSC, recognizing that the golf course performs the essential public function of providing a portion of the necessary buffer around an AWT and is a useful economic development tool for the citizens of the County, will work with PGA TOUR and Rock Run as is appropriate, consistent with all applicable laws and regulations, in completing the project and in implementing the construction of the necessary public utilities.

Consistent with applicable laws, regulations, and policies, Montgomery County agrees to use its best efforts to expedite all permits and approvals required for the commencement of construction of the golf course as set forth below.

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3. Construction of the Golf Course

PGA TOUR may begin construction of the golf course on August 1, 1984, pursuant to the permits and approvals discussed above. However, if the Agreement is cancelled as provided in part III.A.4. above, and is not reinstated within 30 days, PGA TOUR shall restore the property altered by the construction substantially to its original condition.

G. Tournament Parking

1. Purpose

The use of areas of WSSC's property that are environmentally suitable for short-term parking to park cars during the Kemper Open or a similar golf tournament will facilitate traffic management for the benefit of the citizens in the community. The use of such property does not entitle or require PGA TOUR to do any land clearing or grading without WSSC's approval.

2. Policy

WSSC and Montgomery County agree to use their best efforts to provide that adequate parking is available on the AWT site and Recreational Area for the Kemper Open or a similar golf tournament. Such parking shall not interfere with the normal operation of the AWT when it is built.

3. Description

Prior to the construction of the AWT, the County and WSSC shall permit PGA TOUR, during the Kemper Open or a similar golf tournament, to use as parking areas, as needed, the property

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designated as "Area Suitable for Tournament Parking" in Exhibits E and F.

After construction of the AWT, during the Kemper Open or a similar golf tournament, the County and WSSC agree to use their best efforts to provide such land as is appropriate for tournament parking on the WSSC Property or on other property contiguous or convenient to the PGA TOUR Property.

4. Restoration

PGA TOUR agrees to use its best efforts to restore any property owned by any other entity and used by PGA TOUR for tournament parking to a condition substantially similar to that before its use as a parking area and acceptable for the usual use of the property.

H. Equestrian Activities

1. Policy

It is the intent of Montgomery County, WSSC, and Rock Run to maintain the availability of equestrian activities in the Avenel Farm area to the extent that such activities are consistent with the operation of the AWT plant. Such activities are in the public interest and serve the specific needs of the Potomac community. The Parties to this Master Agreement agree to work with representatives of appropriate groups to develop a long-term policy regarding the equestrian facilities and activities in the Avenel area and coordinate the use of the facilities with the other uses of the surrounding property.

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2. Operation of the Stable

As an interim measure to enable the operation of the existing equestrian facility to continue, WSSC agrees to lease the present equestrian facility to Rock Run for the amount of \$1.00 for the 12 month period beginning on the closing of the transfer of property from Rock Run to WSSC. Rock Run agrees to continue to lease the stable to the present lessee, or a suitable alternate lessee, for this 12 month period, which period may be extended by mutual agreement of WSSC and Rock Run. Rock Run also agrees to carry liability insurance for such facility during such 12 month period in the amount of \$1.0 million.

3. Preparation for Transfer to WSSC

Rock Run agrees to perform such repairs as are necessary to improve the barn within this 12 month period at a cost not to exceed \$35,000.00. Fencing affected by the construction of the golf course shall be moved or replaced, by PGA TOUR, with a fence adequate to contain horses, so that the external fence line of the equestrian area shall remain unbroken.

4. Riding Trails

Rock Run and the PGA TOUR agree to construct and maintain pedestrian and riding trails on their respective properties substantially in the locations designated as "Pedestrian & Equestrian Trails" in the map attached as Exhibit G and described in Exhibit H, which are hereby incorporated by reference.

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5. WSSC Property

WSSC shall permit the operation of riding trails and equestrian facilities on its property to the extent such use does not conflict with the construction or operation of the AWT.

I. Rights of Way for PGA TOUR and WSSC

1. Access to PGA TOUR Property

WSSC agrees to grant PGA TOUR a perpetual right of way across its property in the location designated as "PGA TOUR Access Easement" in the map attached as Exhibit I and as described in Exhibit J, which are hereby incorporated by reference, for use as an access road to the PGA TOUR property, and a right to construct a paved road appropriate for the entrance to the Tournament Players Club on that right of way. WSSC also agrees to grant to the PGA TOUR such additional temporary rights of way as may be necessary for the construction of the golf course.

2. Influent and Effluent Pipes

PGA TOUR and Rock Run agree to grant WSSC rights of way for the influent and effluent pipes leading into and out of the AWT. This right of way is designated as "WSSC Easement for Influent & Effluent Pipes" in Exhibits I and J. Rock Run and PGA TOUR agree to grant to WSSC such additional temporary rights of way as may be necessary for the construction of the influent and effluent pipes.

WSSC shall give PGA TOUR and Rock Run 24 months notice before any construction activities to install the pipes commences. WSSC shall make every practicable effort to avoid

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disrupting the operation of the golf course by attempting to schedule construction during periods of minimum use and especially by avoiding construction during the Kemper Open. WSSC shall pay all costs of restoration of any property disturbed by such construction activity.

J. Right to Purchase WSSC Property

To insure the integrity of the golf course and the surrounding residential community, if WSSC determines that it will not use the property designated as "WSSC Property" in Exhibits A and B conveyed to it by Rock Run under this Master Agreement for an AWT, WSSC agrees that Rock Run shall have the first right to repurchase such property at fair market value pursuant to WSSC's regulations regarding disposal of surplus property.

K. Roads and Off-Site Improvements

Rock Run will build an extension of Bradley Boulevard to Oaklyn Drive as a planned arterial road, as designated in the Potomac Subregional Master Plan and as generally required by the plans for the proposed AWT.

The cost of constructing the arterial road connecting the present junction of Bradley Boulevard and Persimmon Tree Road with the present end of Oaklyn Drive shall be shared by Rock Run and Montgomery County in proportion to the amount of such road fronted by public property on both sides. Based on present estimates, 32.6 percent (2,900 feet of the total length of 8,900 feet) of such road will be fronted by public property on both sides. Therefore, 32.6 percent of the cost of construction of

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this road shall be paid by Montgomery County and 67.4 percent of the cost shall be paid by Rock Run.

Rock Run shall not pay for any off-site improvements except for improvements to the shoulder of Persimmon Tree Road where it is fronted by the Avenel Farm Property, as has been agreed by Rock Run and Montgomery County.

L. Activities and Improvements on WSSC Property

WSSC commits that, other than the AWT and related activities, any other uses, recreational or otherwise, on the WSSC property shall be consistent with the covenants in this Master Agreement, and with the aesthetic and functional standards of the surrounding community.

IV. Dispute Resolution

A. Coordinating Committee

A Coordinating Committee shall be established, consisting of one representative of each of the Parties to this Master Agreement. The Coordinating Committee shall meet at regularly scheduled intervals as mutually agreed by the Parties.

One of the purposes of the Coordinating Committee is to insure the adequate consideration of the views of citizens and other governmental entities affected by the project. Representatives of groups of such citizens may be invited to attend Coordinating Committee meetings as mutually agreed by the members of the Committee.

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B. Primary Dispute Resolution

Disputes regarding the interpretation of or performance under this Master Agreement shall initially be the subject of good faith discussions by the Coordinating Committee. The Committee shall meet at the request of any member with five working days notice.

C. Arbitration

Disputes regarding the interpretation of or the performance or breach of this Master Agreement that are not resolved to the satisfaction of all members of the Committee within 30 days of the initial notice to the Committee requesting a meeting to resolve a dispute, shall be resolved through arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

D. Litigation

Any lawsuits brought by any party against any other party shall be brought in a court of general jurisdiction in Maryland. This Agreement shall be construed under Maryland law.

V. MiscellaneousA. Complete Agreement

Except as otherwise specified in this Master Agreement, this Agreement constitutes the entire agreement among the parties regarding the Avenel property.

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B. Nonseverability

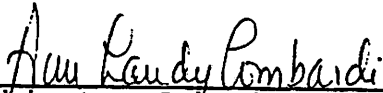
In the event that any provision of this agreement is determined to be void or unenforceable, the entire Agreement is void.

C. Amendments

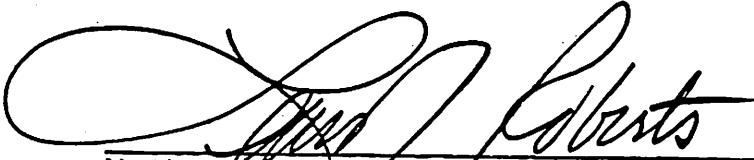
This Master Agreement may be amended by the mutual agreement of all the Parties in writing.

D. Compensation

Unless otherwise specified in this Master Agreement, all of the agreements and undertakings contained in this Master Agreement shall be performed without compensation.



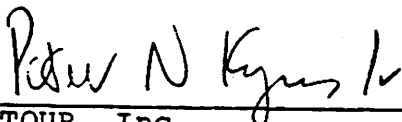
Washington Suburban Sanitary Commission  
by: Ann Landry Lombardi  
Chairman



Montgomery County, Maryland  
by: Lewis T. Roberts  
Chief Administrative Officer



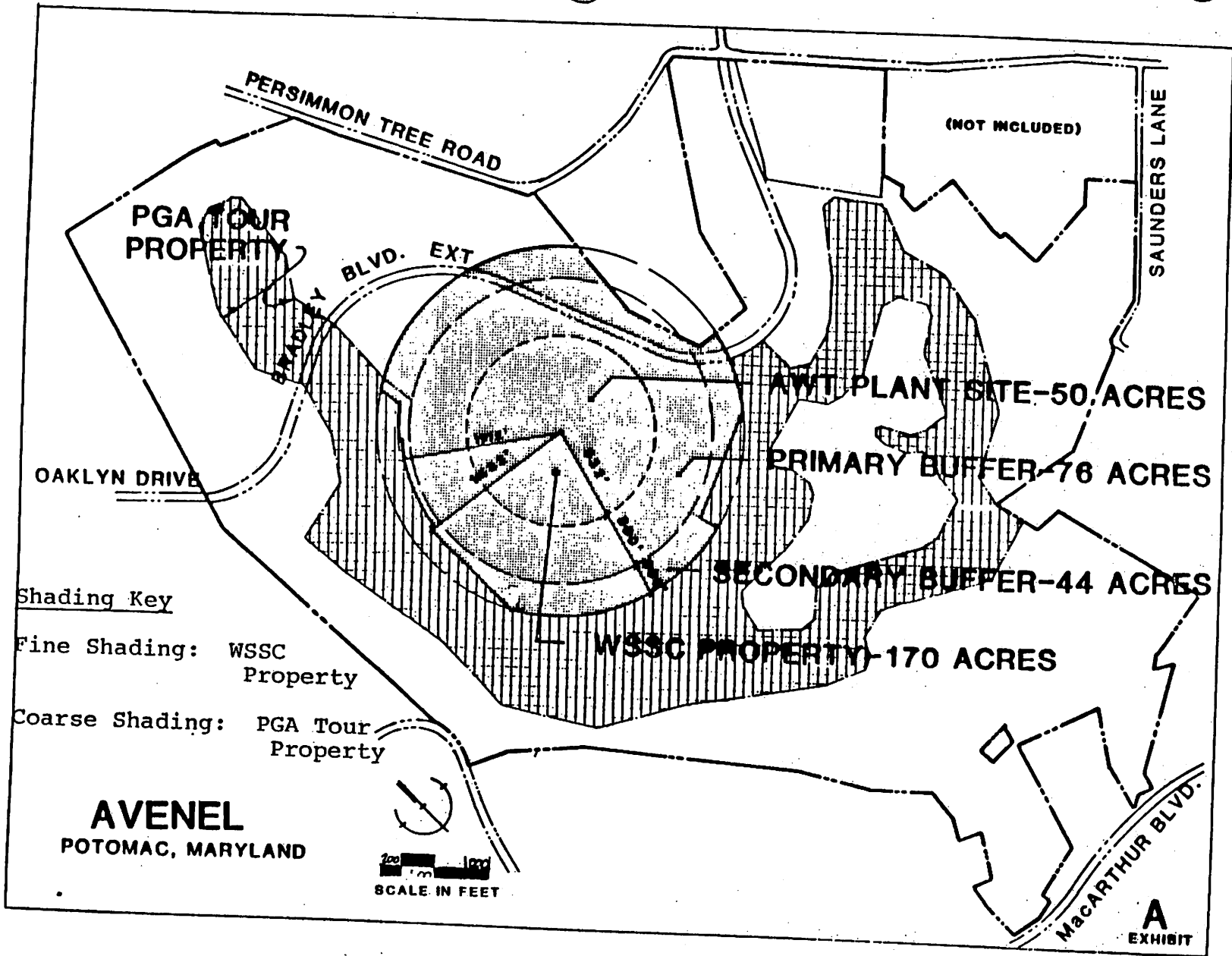
Rock Run Limited Partnership  
by: Ronald E. Holloway  
for: Potomac Investment Associates  
General Partner



PGA TOUR, Inc.  
by: Peter N. Kyros, Jr., Esq.  
Attorney

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## EXHIBIT B

DESCRIPTION OF PGA TOUR AND WSSC PROPERTIES

The boundary between the PGA TOUR and WSSC properties is, with one exception, made up of segments of concentric circles having a common center point with the proposed AWT Plant Site, Point N38,252.00, W54,541.00 (WSSC Datum), shown on Exhibit A. The circles have radii of 832 feet (AWT Plant Site), 1,332 feet (describing the Primary Buffer), and 1,632 feet (describing the Secondary Buffer). One portion of the Secondary Buffer boundary consists of segments of a circle having radii of 1,432 feet and 1,372 feet and also having a portion of a 1,000 foot long chord tangent to the 1,432 foot radius segment, leaving a 5 acre  $\pm$  parcel of the Secondary Buffer to be PGA TOUR Property. A second portion of the Secondary Buffer is severed by part (1,000 feet) of a 1,500 foot chord, creating a 1.5 acre  $\pm$  parcel to be PGA TOUR Property.

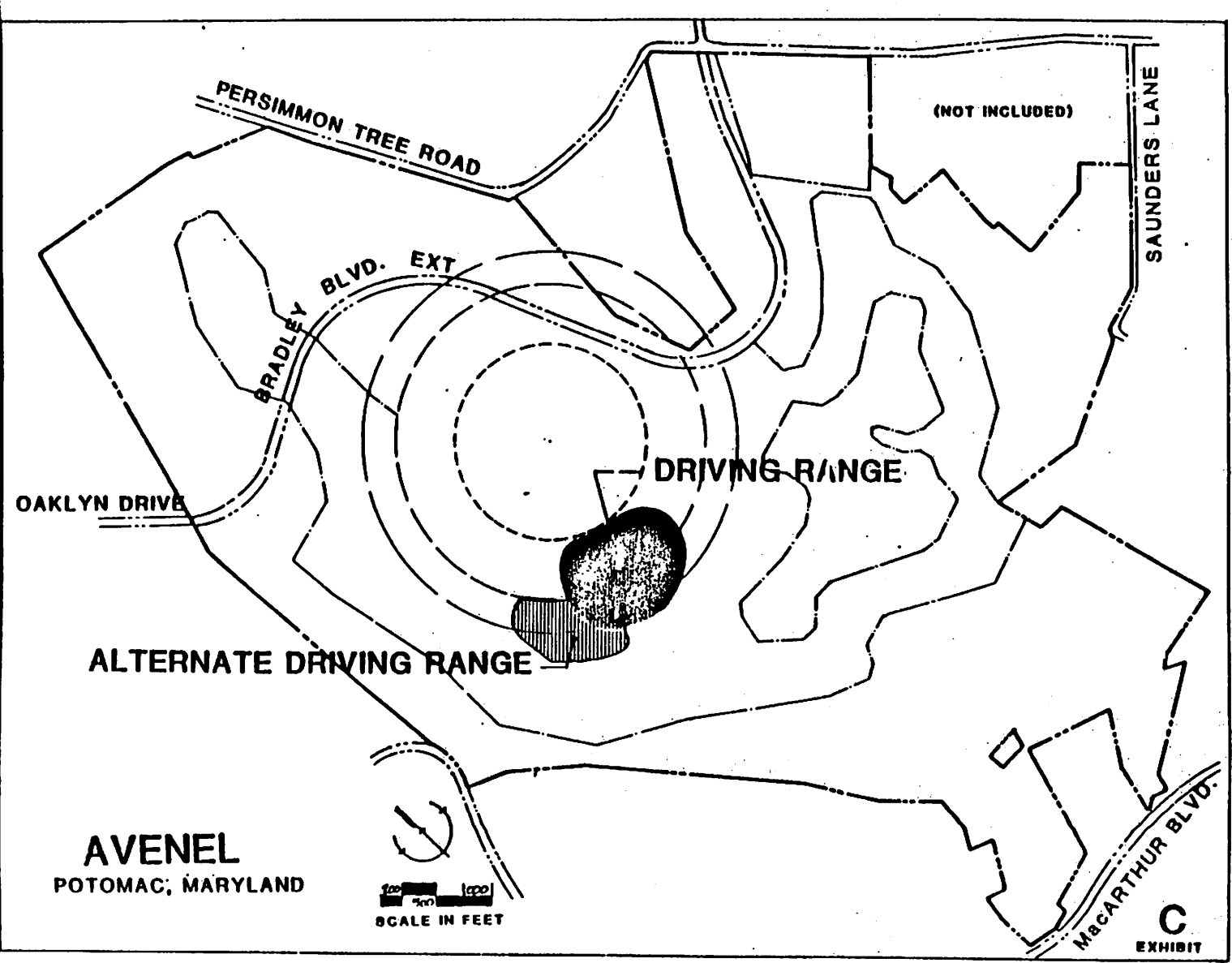
The area of the WSSC Property is 170.0 acres. Of this area, 50 acres are within the AWT Plant Site, 76 acres are within the Primary Buffer, and 44 acres are within the Secondary Buffer.

The PGA TOUR property is adjacent to the WSSC property and extends to the northwest and southeast of the site, generally along the natural drainage ways of the property including the Rock Run main branch. The PGA TOUR property occupies approximately 250 acres of land.

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## EXHIBIT D

DESCRIPTION OF DRIVING RANGE AND ALTERNATIVE DRIVING RANGE TO BE  
LEASED BY PGA TOUR FROM WSSC

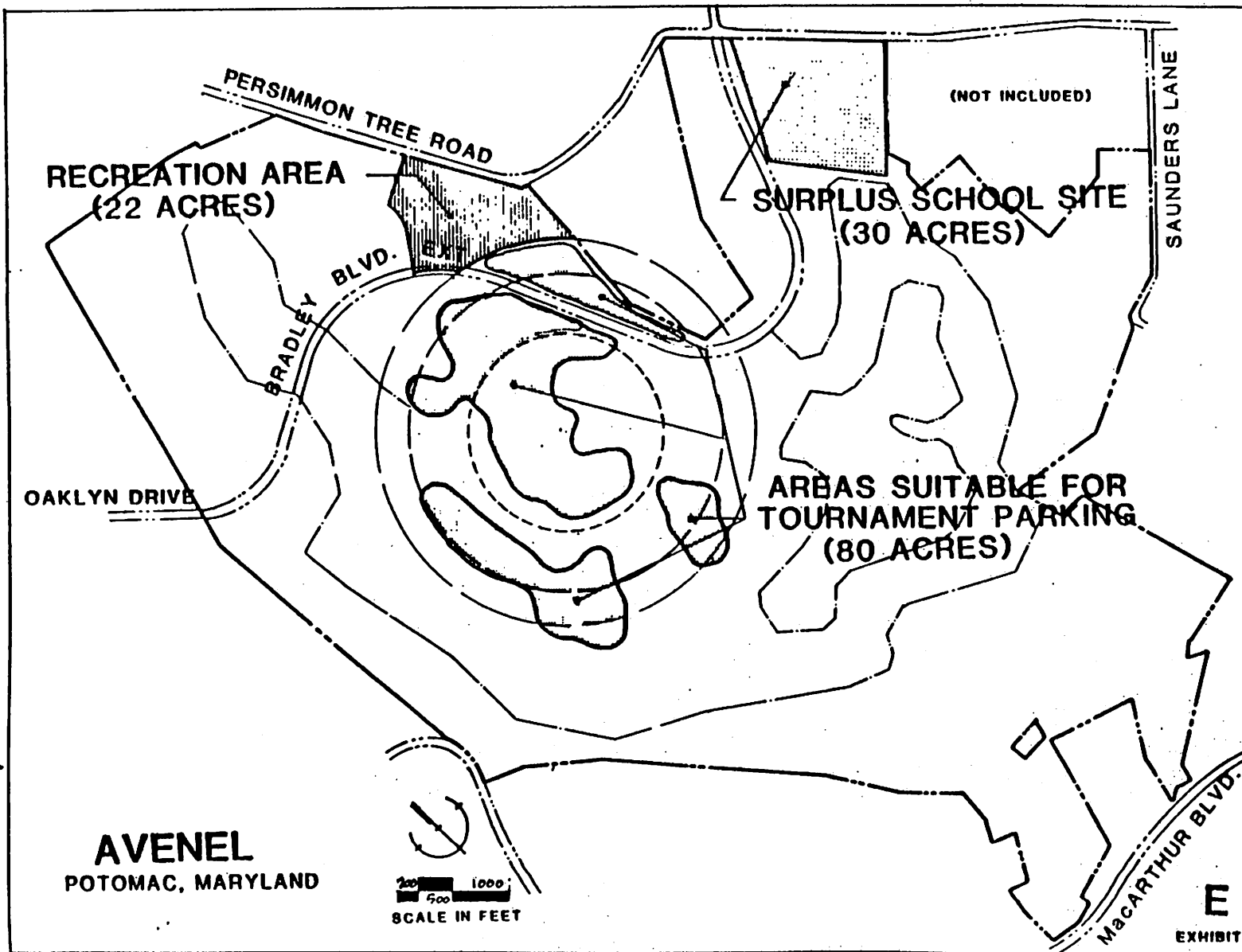
The subject Driving Range is located primarily within the Primary and Secondary Buffers of the AWT Plant Site directly south of the plant site center, Exhibit C. A small portion (1/2 acre  $\pm$ ) of the range extends into the PGA TOUR Property. The area of the range is 18 acres  $\pm$ .

The Alternative Driving Range is located directly west of and partially overlaps the subject Driving Range above. It occupies about 6 acres of the Secondary Buffer in addition to roughly 5.5 acres of the PGA TOUR Property.

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## EXHIBIT F

DESCRIPTION OF RECREATIONAL AREA, TOURNAMENT PARKING, AND SURPLUS SCHOOL SITERecreational Area

The subject parcel is located between Persimmon Tree Road and proposed Bradley Boulevard extended through Avenel, at the northeast edge of the property. The parcel has approximately 1,100 feet of frontage on Persimmon Tree Road, immediately west of the Rapley property; 400 feet of frontage (to the centerline) on Bradley Boulevard; and about 700 feet of frontage (to the centerline) on a yet unnamed secondary residential street within Avenel. The parcel shares a common boundary of approximately 800 feet with the Rapley property to the east. The property is bounded on the south by the Secondary Buffer and on the north by a proposed 2-acre residential lot. The subject parcel contains 22.0 acres.

Tournament Parking

The total tournament parking area is made up of the Recreational Area (22 acres) and the Areas Suitable for Tournament Parking (80 acres).

The Areas Suitable for Tournament Parking are located on the AWT Plant Site and within the Primary and Secondary Buffers surrounding the AWT Plant Site. Not all of the AWT Plant Site and buffer areas are used for Tournament Parking, as areas

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of existing and proposed vegetation, steep slopes, and the equestrian center have been omitted.

The total tournament parking area is approximately 100 acres and will accommodate about 10,000 cars.

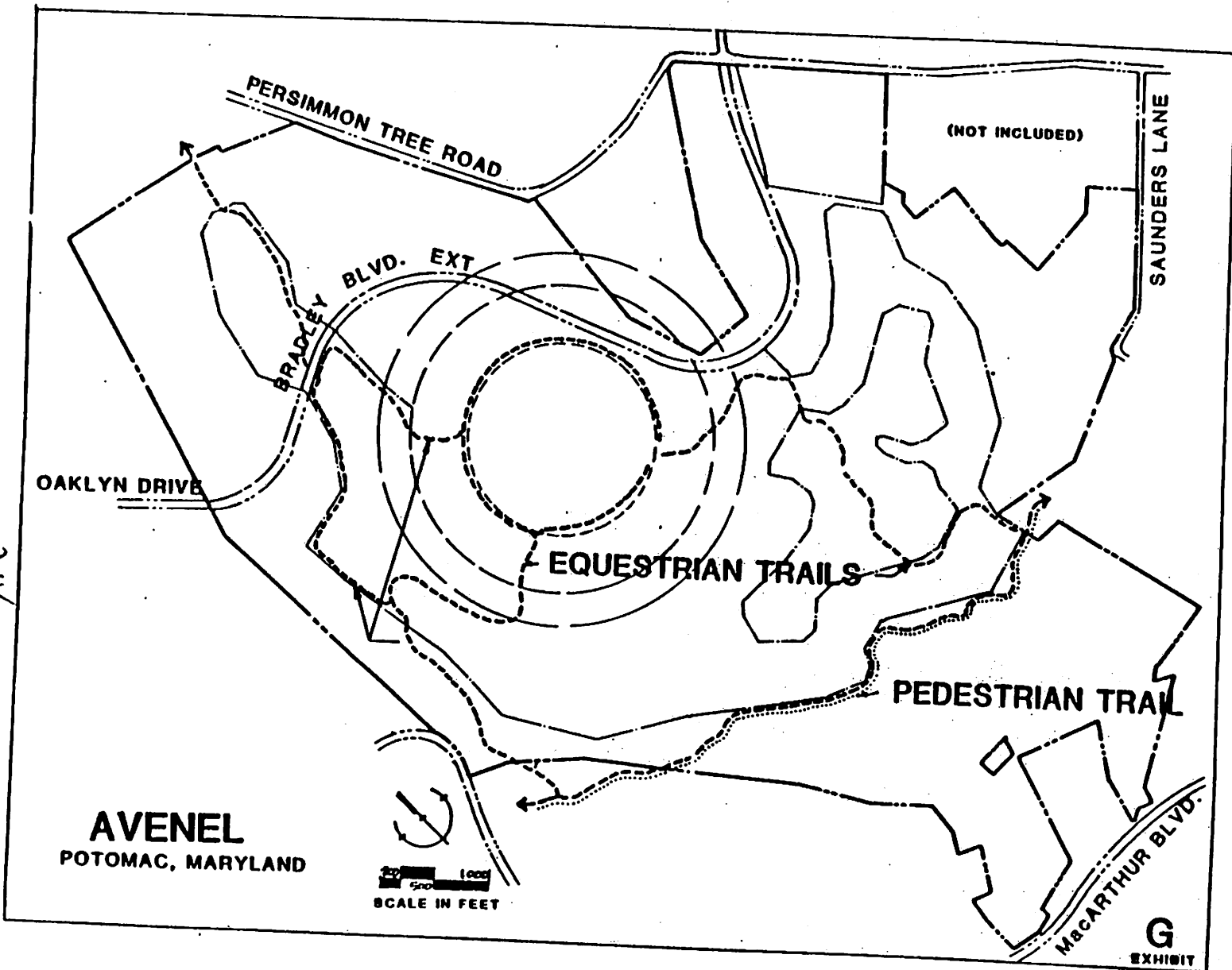
Surplus School Site

The subject Surplus School Site is located on Persimmon Tree Road in the extreme eastern portion of Avenel, immediately southeast of the Bradley Boulevard intersection. The property has an irregular, nearly square shape, and comprises 30.0 acres of land. The parcel is entirely surrounded by the Avenel property.

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## EXHIBIT H

DESCRIPTION OF EQUESTRIAN AND PEDESTRIAN TRAILS

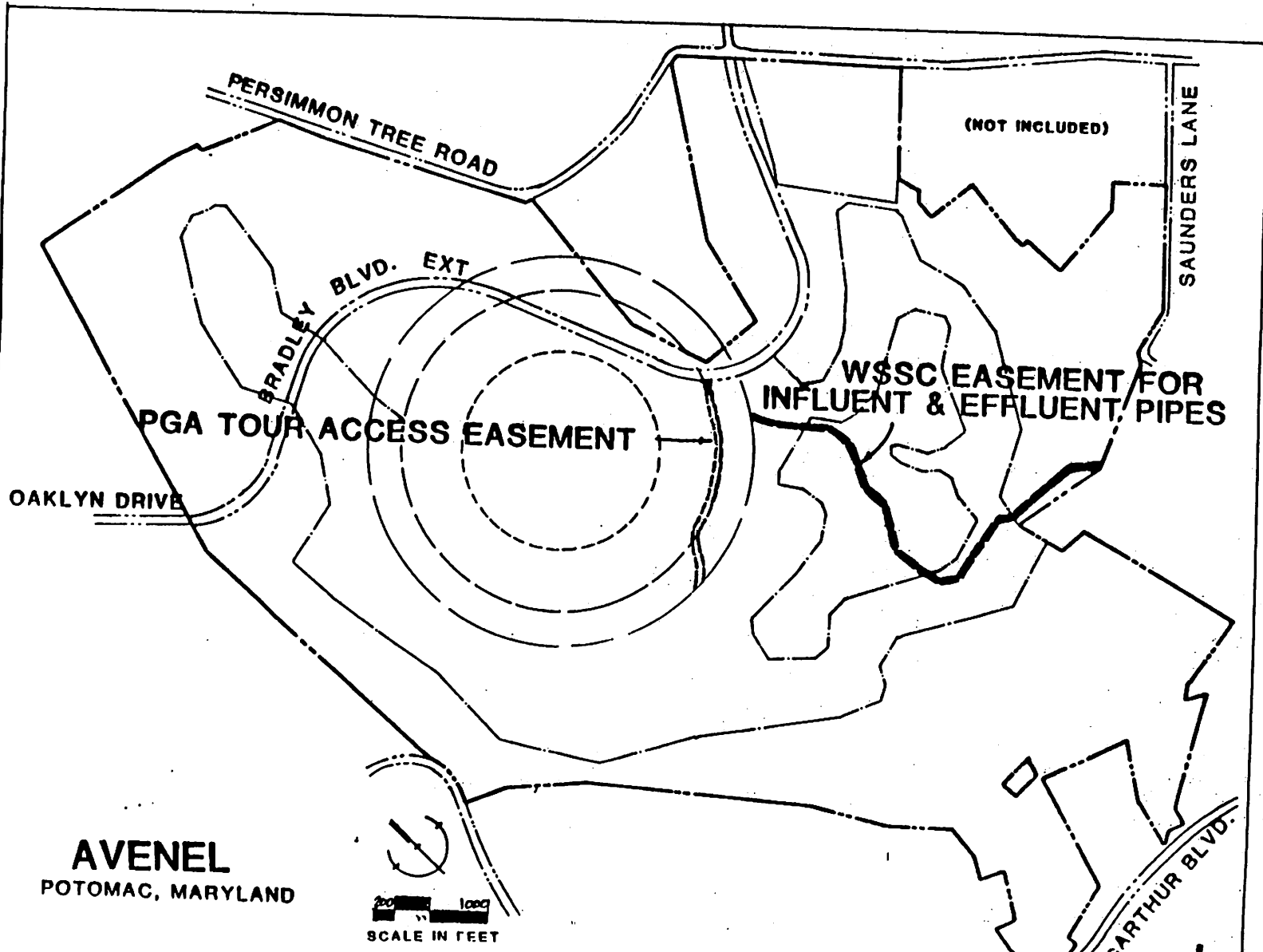
The subject Equestrian Trails encircle and radiate out from the Equestrian Center which is located within the AWT Plant Site and the Primary Buffer. The Equestrian Trail system traverses the PGA TOUR Property and the Avenel residential property and connects to existing and proposed off-site trails leading to Persimmon Tree Road, Brickyard Road, and MacArthur Boulevard. The majority of the trails follow the Rock Run stream valley, including its tributaries. Exhibit A shows approximately 23,400 feet of trails.

The subject Pedestrian Trail follows the Rock Run stream valley immediately adjacent to the PGA TOUR Property. It will connect proposed pedestrian trails from MacArthur Boulevard to Brickyard Road. It will parallel the above-described Equestrian Trail where it is adjacent to Rock Run.

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## EXHIBIT J

DESCRIPTION OF RIGHTS-OF-WAY (EASEMENTS) FOR TOURNAMENT PLAYERS CLUB CLUBHOUSE AND FOR AWT INFLUENT AND EFFLUENT PIPESThe AWT Influent and Effluent Pipe Easement

The influent and effluent pipe easement runs from the AWT Plant Site and Buffer areas southeast to Rock Run and then continues off-site to intake and outfall points. The easement follows natural drainage ways until it reaches the Rock Run stream valley where it roughly parallels the existing 18" sanitary sewer line adjacent to the run. (There may need to be a slight adjustment of this easement once 12th green location is established.) The alignment is generally as shown in PDR Alternative 4. The easement is anticipated to be 50 feet wide (with additional temporary rights of way, as necessary, during construction) and approximately 4,100 feet long. The easement traverses the 16th hole, runs parallel to a portion of the 12th hole, and traverses part of the residential island near the center of Avenel.

The Clubhouse Access Easement

The PGA TOUR Access Easement generally follows the outer edge of the Primary Buffer to the southeast of the AWT Plant. The easement extends from proposed Bradley Boulevard extended south to the TPC clubhouse. The easement follows in part the existing farm road which currently serves the larger barn near the center of Avenel. The PGA TOUR Access Easement is anticipated to be 50' wide.

PNK

All  
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