

GARAGE GROUND LEASE AGREEMENT
STATE CENTER
PRESTON AND EUTAW STREET GARAGE

THIS GARAGE GROUND LEASE AGREEMENT (“Garage Ground Lease”) is made and entered into as of this 1st day of September, 2010, (“Garage Commencement Date”) by and between the **DEPARTMENT OF GENERAL SERVICES** (“DGS”), acting by and through the Board of Public Works of the State of Maryland, as lessor, and the **MARYLAND DEPARTMENT OF TRANSPORTATION** (“MDOT”) and its approved assignees and/or sublessees, as lessee.

WITNESSETH:

WHEREAS, on June 3, 2009, the Board of Public Works of the State of Maryland (“BPW”) approved a Master Development Agreement (“MDA”) by and among DGS, MDOT, State Center, LLC, a Maryland limited liability company, having an office and principal place of business at c/o PS Partners, LLC, 3430 Second Street, Suite 310, Baltimore, Maryland 21225 (hereinafter called “Developer”), with acknowledgment from the State Center Agencies (as defined in the MDA), for the phased redevelopment of approximately 21.8 +/- acres of State property known as “State Center” and located in the City of Baltimore, Maryland, as more specifically described in the MDA (“Project”). The MDA was fully executed by all parties and the BPW and became effective June 15, 2009; and

WHEREAS, following approval of the MDA, the parties commenced preparation and negotiation of the first phase of redevelopment of the Project (“First Phase”). The parties determined that the First Phase would be the redevelopment of Parcel G and Parcel I as those parcels are identified on the Preliminary Development Plan (“PDP”) of the Approved Concept Plan. Developer also commenced the architectural and engineering design work necessary to construct the First Phase; and

WHEREAS, the parties determined that the demand for parking at and in the vicinity of the First Phase and contemplated complex of governmental and private office, residential, and retail buildings on Parcel G, Parcel I and future phases at State Center require the construction of a parking garage for governmental and private use; and

WHEREAS, DGS has jurisdiction over, and the State of Maryland is the owner of, Parcel G, which it acquired by deed and is recorded among the Land Records of the City of Baltimore, Maryland (the “Property”), as more specifically described in “Exhibit A”; and

WHEREAS, DGS and MDOT desire that a vehicle parking facility be constructed on the Property to consist of an approximately three-level below-grade vehicle parking structure totaling approximately 900-1000 spaces and all appurtenant Garage and Project improvements for its operation (the “Garage”) for the use of employees and officials of the State, other Project uses, and the general public; and

WHEREAS, this Garage Ground Lease is for the below grade portions of the Property and limited portions of the above grade Property necessary to construct, operate, repair and maintain the Garage and its appurtenances (“**Garage Site**”), as more particularly set out in “**Exhibit B**”; and

WHEREAS, the BPW has authority to transfer the Property, and all rights of physical custody and control over the Property pursuant to this Ground Lease, under Section 10-304, of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; and

WHEREAS, Subsection 2-103 (h) of the Transportation Article of the Annotated Code of Maryland, as amended, specifies that the Secretary of MDOT may contract with any person to provide services, supplies, construction, and maintenance for MDOT or for any transportation related purpose; and

WHEREAS, contracting for the supervision, financing, construction, operation, repair, and maintenance of the Garage as part of the Project is a transportation related purpose under Subsection 2-103(h) of the Transportation Article of the Annotated Code of Maryland that is within the power and authority of the Secretary of MDOT; and

WHEREAS, pursuant to the provisions of Subsection 2-103(g) of the Transportation Article of the Annotated Code of Maryland, as amended, the Secretary of MDOT is further authorized, subject to certain limitations that are specified therein (but inapplicable to this Garage Ground Lease), to exercise or perform any power or duty that any unit in MDOT may exercise or perform; and

WHEREAS, MDOT desires, on behalf of the State and the Project, to finance, construct, operate, repair, and maintain the Garage, or to secure some or all of the foregoing services from one or more third parties, for the term of this Garage Ground Lease and to coordinate with DGS the most advantageous means to provide or secure the foregoing services; and

WHEREAS, to effectuate the same, DGS has agreed to lease to MDOT and MDOT has agreed to lease from DGS the Garage Site and any existing improvements thereon.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DGS hereby leases to MDOT and MDOT hereby leases from DGS the Garage Site, subject to the following terms and conditions:

1. **Description of the Land.** The Garage Site, which is the premises that are the subject of this Garage Ground Lease, is all of the space below the surface of a lot of approximately two (2) acres of land, including limited portions of the above-grade Phase Property necessary to construct, operate, repair and maintain the Garage and its appurtenances located in the City of Baltimore, Maryland, as more particularly described in the description

attached hereto and incorporated in this Garage Ground Lease as **Exhibit B**, subject to the following:

- (a) the operation and effect of any conditions, restrictions, agreement, limitations, encumbrances and easements of record on the date of this Garage Ground Lease, as may be revealed by an industry standard title search and commitment obtained immediately prior to Commencement of this Garage Ground Lease ("Permitted Encumbrances");
 - (b) any and all rights now held, used, granted or reserved by any public utility across or adjacent to the Garage Site;
 - (c) the rights of the public to use so much of the Garage Site as is located in a public street or sidewalk;
 - (d) reciprocal easements to be granted and received by the State to and from Developer (or an affiliate thereof) in connection with a portion of the First Phase of the Project; and
 - (e) easements to be granted by the State to Baltimore Gas and Electric Company or similar such utilities to accommodate the construction, operation, repair and maintenance of the Garage.
2. **State Title to Land.** Except for Permitted Encumbrances and other matters set forth in Section 1 above, the State represents and covenants that to its knowledge it has not created, caused or permitted to be created any lien, encumbrance or charge against its fee simple title to the Garage Site.
 3. **Term of Lease.** The term of this Garage Ground Lease shall be co-terminus with the term of the ground lease from DGS to the affiliate of Developer that will develop initial component of the First Phase, including all renewals thereof, unless terminated earlier as permitted herein (the "Expiration Date"), and shall commence on the Garage Commencement Date.
 4. **Rent.** The rent for the entire term of this Garage Ground Lease is One Dollar (\$1.00) paid by MDOT to DGS on or before the Garage Commencement Date, the receipt and sufficiency of which is hereby acknowledged by DGS.
 5. **Use of the Land.** The Garage Site may be used and occupied solely for parking and related purposes to be more fully described in a garage operations and/or financing agreement, lease, or sublease. MDOT, with DGS' consent, which consent shall not be unreasonably withheld, delayed, or conditioned, anticipates entering into a garage operations agreement, lease, or sublease that will govern the operations and/or financing of the Garage and that is anticipated to also delineate the terms and conditions pursuant to which the Garage will be designed, constructed, equipped, financed or refinanced, operated, repaired and maintained.

6. **Payment of Taxes and Other Charges.**

(a) MDOT shall pay or cause others to pay, as applicable and only to the extent the same do not represent an impermissible tax, levy, or fee assessed against the State, all taxes assessed in connection with the use and occupancy of the Garage Site by MDOT, its assigns or sublessees, including, but not limited to federal and state income taxes, retail sales taxes, employment taxes, real property taxes assessed against the Garage Site pursuant to Section 6-102 of the Tax Property Article of the Annotated Code of Maryland (2001 Replacement Volume, as amended from time to time).

(b) MDOT shall pay or cause others to pay all charges for the supply, connection and usage of electricity, gas, heat, water, telephone and other communication services used and other services rendered or supplied upon or in connection with the Garage Site and all other charges and expenses assessed against the Garage Site, but only to the extent that the same do not represent an impermissible tax, levy, or fee assessed against the State.

(c) MDOT shall incur in its own name and be responsible for, or shall cause others to incur in their own name or be responsible for all utility costs in connection with the Garage Site.

(d) The State, MDOT and DGS shall not be responsible for interruptions or failure of utility services to the Garage Site.

(e) Nothing in this Garage Ground Lease shall be construed or held to be a waiver of the State's immunity, the State's sovereignty, or any limitation of liability which the State or any unit thereof may otherwise assert under applicable law.

7. **Maintenance and Repairs; State's Right of Entry.**

(a) During the term of this Garage Ground Lease, MDOT, or its assignee, lessee, or sublessee, as applicable, shall keep and maintain at its expense or cause others to keep and maintain at their expense, the Garage Site and the Garage related improvements now or hereafter located thereon in good condition, order and repair and make all repairs, renewals and replacements.

(b) The State, DGS and its agents shall be entitled to enter the Garage Site at all reasonable times to inspect the Garage and Garage Site for any purposes related to the construction, equipping, operation and maintenance of the Garage and Garage Site and for fulfilling any other duties or obligations which the State or DGS has under the terms of this Garage Ground Lease or Project agreements, upon reasonable advance notice to MDOT, except in cases of emergency.

8. **Easements.**

(a) DGS will not unreasonably refuse, delay, or condition any grant and dedication to the City, the public, and any public utility company for an easement for storm sewers, sanitary sewers, water lines, electric lines, gas lines and other public utilities in or through the Garage Site provided such grant does not prevent the intended use of the Garage by MDOT for the purposes described herein and DGS shall coordinate all such grants and dedications with MDOT before making the same. DGS shall be entitled, with reasonable prior notice, to access any utility lines, pipes or other public utility facilities for use in connection with the State's adjacent property, provided that MDOT shall incur no legal or financial obligation in connection with such access. Any such request may be subject to the approval of the BPW.

(b) DGS will cooperate with MDOT to acquire any easements from the City of Baltimore for the installation of necessary Garage related streetscape facilities. Any easements acquired shall be in the name of the State of Maryland, to the use of the Department of General Services. If DGS acquires the easement from the City of Baltimore, DGS shall assign reasonable use of the easement to MDOT, or its approved assignees, lessees, or sublessees, as applicable, for the duration of this Ground Lease.

9. **Tax Exempt Obligations of the State.** To the extent that tax-exempt financing is utilized, MDOT and DGS covenant and agree that they will not take any action nor knowingly permit any of their respective successors, permitted assigns, or lessees or sublessees to take any action with respect to the Garage Site and the Garage that will impair the excludability from gross income for federal income taxation purposes of interest on outstanding tax-exempt obligations of the State, DGS, or MDOT, the proceeds of which were used to finance and refinance capital on the Garage or on or related to the Garage Site, and MDOT and DGS will take all actions necessary to preserve such exclusion from gross income of interest on said tax-exempt obligations for federal income taxation purposes.

10. **Compliance with and Subject to all Applicable Laws, Rules and Regulations.** The parties hereto represent that each to the extent authorized will comply with all applicable, binding laws, statutes, ordinances, rules and regulations, whether federal, state, county or municipal, relating, to the use and occupancy of the Garage Site and any improvements thereon. The provisions of this Garage Ground Lease are subject to the provisions of any applicable laws, regulations, requirements or orders of any federal, State or local agency, court or other governmental body applicable from time to time to the financing, ownership, possession or operation of all, or any portion, of the Garage Site and any improvement thereon or the performance of any obligation of MDOT, DGS, or the State under this Garage Ground Lease.

11. **Assignment and Sublease.** This Garage Ground Lease shall not be assigned or subleased by either party without the prior written approval of the other party, not to be unreasonably withheld, delayed, or conditioned, and that of the BPW. Notwithstanding the foregoing, the BPW hereby authorizes MDOT, upon DGS' consent, not to be unreasonably withheld, delayed, or conditioned, to assign or sublease from time to time all or a portion of its leasehold interest herein to an MDOT modal administration, the Maryland Transportation

Authority, and/or MEDCO to achieve the financing, construction, operation, repair, and/or maintenance of the Garage.

12. **Termination.**

(a) This Garage Ground Lease and the tenancy hereby created shall cease and terminate on the Expiration Date, without the necessity of any further notice from the State, DGS, or MDOT to terminate same.

(b) This Garage Ground Lease may be terminated prior to the Expiration Date by consent of the parties hereto ("Early Termination Date") and subject to the approval of the BPW.

(c) Notwithstanding the foregoing, or anything herein contained in this Garage Ground Lease to the contrary, in the event: (i) DGS, after exercising reasonable good faith efforts, believes that the State Garage cannot be completed; or (ii) the construction of the Garage has not commenced by December 31, 2011, then thereafter, either party may terminate this Garage Ground Lease upon thirty (30) days notice to the other party.

13. **Surrender of Property.** At the end of the Term of Lease, the Garage Site will be returned to DGS in its then current condition. Notwithstanding the foregoing, the Garage will continue to be owned and operated by MDOT.

14. **Limited Obligation of MDOT.** The obligations of MDOT hereunder are not general obligations of MDOT but are limited obligations payable solely from the proceeds of the Bonds, rents and other payments received by MDOT under any facility financing and other funds available to MDOT for such purposes under any financing agreement. To the extent that the funds for any such obligations must be appropriated by the General Assembly, the availability of such funds is expressly made subject to their appropriation.

15. **Limitation of Personal Liability.** No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future member, officer, employee or agent of MDOT, DGS, or the State in his or her individual capacity, nor shall any member, officer, employee or agent of MDOT, DGS, or the State acting within the scope of their employment and authorizations incur any personal liability with respect to any other action pursuant to this Garage Ground Lease, except as may be permitted by Maryland law.

16. **Insurance.** MDOT shall obtain or cause to be obtained Commercial General Liability insurance for the Garage and the Garage Site in coverages, endorsements and amounts deemed reasonable by MDOT, or otherwise required by any issuer of bonds used to finance the construction of the Garage.

17. **Recording.** MDOT, with DGS' consent, may record this Garage Ground Lease, or an abstract thereof, among the Land Records for the City of Baltimore, Maryland, the cost of which shall be paid from the proceeds of any Garage financing.

18. Governing Law. The laws of the State of Maryland govern the validity, interpretation, construction, and performance of this Garage Ground Lease.

19. Representations. Each of the parties hereto represents to the other that it has full power and authority to enter into this Garage Ground Lease, and that when executed and approved by the Board of Public Works and by DGS and MDOT and delivered by them, this Garage Ground Lease shall have been duly authorized by all necessary governmental action and all necessary consents have been obtained and that this Garage Ground Lease shall be a valid and binding obligation of the parties hereto.

20. Amendments. This Garage Ground Lease shall not be amended, changed or modified except by a written instrument duly executed by the parties and subject to the approval of the Board of Public Works.

21. Severability. If any provision of this Garage Ground Lease is declared to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

22. Notices. All notices, requests, demands, approvals, or other communications required or permitted hereunder ("notices") shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid to DGS or MDOT, at the respective address as set forth below:

To DGS: Department of General Services
301 West Preston Street
Baltimore, Maryland 21201
Attention: Assistant Secretary, Department of Real Estate

To MDOT: Maryland Department of Transportation
7201 Corporate Center Drive
Hanover, Maryland 20176
Attention: MDOT Secretary

With a copy to: Maryland Department of Transportation
7201 Corporate Center Drive
Hanover, Maryland 20176
Attention: Office of Real Estate

Either Party may, by notice, change its address for all subsequent notices. Notices shall be deemed to have been given when delivered to the address so designated.

23. Successors. The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of MDOT and DGS and their respective successors and, except as otherwise provided herein, assigns.

24. **Indemnification by the State.** Whereas, to the extent permitted by law and subject to appropriation, DGS shall indemnify and save MDOT harmless against and from, and shall reimburse MDOT for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including but not limited to reasonable attorney's fees, that may be imposed upon or incurred or paid by or asserted against MDOT or its interest in the Garage Site and/or the Garage by reason of or in connection with (a) all claims and liabilities arising from or relating to the use of the Garage Site or the improvements built thereon, by licensees, invitees, employees, agents and visitors; (b) any negligence or tortious act on the part of DGS or any of its agents, lessees, or sublessees; (c) any damage to person or property occurring on the Garage Site; or (d) any failure on the part of DGS to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Garage Ground Lease. MDOT shall give DGS prompt written notice of any action or proceeding brought against MDOT by reason of any claims described in this Section, and DGS shall resist or defend such action or proceeding at DGS's sole expense if MDOT notifies DGS of the action or proceeding.

25. **Estoppel Certificate.** Each party, upon not less than fifteen (15) days prior written notice from another party, shall execute, acknowledge and deliver a statement in writing (i) certifying (1) that this Garage Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the Garage Ground Lease is in full force and effect as modified and stating the modifications), and (2) the dates to which the rent and other amounts payable hereunder have been paid in advance, if any; and (ii) stating whether the signer of such certificate knows of any default by the party requesting the certificate in performance of any covenant, agreement or condition contained in this Garage Ground Lease and, if so, specifying each such default of which the signer has knowledge. Each party acknowledges and agrees that any such statement delivered under this Garage Ground Lease may be relied upon by third parties not a party to this Garage Ground Lease.

26. **No Broker.** The parties covenant and agree that no person is entitled to a brokerage commission, finder's fee or other similar form of compensation in connection with the execution of this Garage Ground Lease. Each party shall to the extent permitted by law and subject to appropriation, hold harmless the other for any action or claim by a person alleging entitlement to such a fee and claiming through that party.

27. **No Merger of Estates.** Unless otherwise expressly provided in this Garage Ground Lease, there shall be no merger of this Garage Ground Lease or any leasehold estate created hereby with any other estate in the Garage Site which is the subject of this Garage Ground Lease, including the fee estate, or any part thereof or improvements thereon, by reason of the same entity acquiring, owning or holding a leasehold estate created hereby and such other estate in the subject real property.

28. **Counterparts.** This Garage Ground Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Garage Ground Lease.

29. **Entire Agreement.** This Garage Ground Lease, any operations or financing agreements entered by MDOT and consented to by DGS for purposes of operating or financing the Garage, and any exhibits attached thereto, contain all the promises, agreements, conditions, inducements and understandings between DGS and MDOT relative to the Lease of the Garage Site by DGS to MDOT.

30. **Board of Public Works Approval.** This Garage Ground Lease shall become effective upon and only upon its execution and delivery by each party hereto and approval by the BPW.

31. **Waiver of Immunity.** Nothing in this Garage Ground Lease shall constitute a waiver of any immunity which DGS or MDOT may be entitled to under the laws of the State of Maryland, as they may be amended from time to time.

32. **Waiver of Rights.** Neither DGS nor MDOT shall be deemed to have waived the exercise of any right to which they hold hereunder unless such waiver is made expressly and in writing. No delay or omission by DGS or MDOT in exercising any such right shall be deemed a waiver of the future exercise of such right. No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance or any other such right.

33. **Operation of Garage.** MDOT intends to operate or cause the operation of the Garage primarily for use by employees and officials of the State, other Project uses, and the general public. It is expected that these users will be provided parking spaces in the Garage in a manner determined by DGS and MDOT to facilitate performance of their respective duties under the MDA and for the Project. Employees of MDOT are expected to be allocated spaces, if any, in a manner similar to that for other State Center agencies.

34. **Environmental Compliance.**

(a) MDOT, its successors and assigns shall not cause or permit Environmental Contaminants (as defined in the MDA) to be used, generated, stored or disposed of on, about, from or adjacent to the Phase Property, unless such Environmental Contaminants are used, generated, stored or disposed of in compliance with Environmental Law (as defined in the MDA).

(b) Notwithstanding any termination of the Garage Ground Lease or any other provision of the Garage Ground Lease to the contrary, DGS shall indemnify MDOT with regard to any Environmental Contaminants (as defined in the MDA) which exist on, have been, or are deposited on by DGS, the Garage Site or the Phase Property, including for any claims, compensations, damages, cleanup, injury, loss, liability, charge, cost, demand, penalty or assessment relating to the existence of Environmental Contaminants on the Garage Site or Phase Property. This indemnity shall include all costs of cleanup or removal of Environmental Contaminants on the Garage Site or Phase Property.

35. **Recitals.** All of the “Whereas” clauses contained at the beginning of this Garage Ground Lease shall be incorporated herein and shall become a part of this Garage Ground Lease.

[SIGNATURE PAGES CONTINUE.]

IN WITNESS WHEREOF, the parties have executed this Garage Ground Lease on the date first written above.

GROUND LESSOR:

[SEAL] **THE STATE OF MARYLAND,
By: DEPARTMENT OF GENERAL SERVICES**

ATTEST:




Alvin Collins
Secretary

GROUND LESSEE:

[SEAL] **THE STATE OF MARYLAND
By: MARYLAND DEPARTMENT OF
TRANSPORTATION**

ATTEST:

Beverley K. Swain-Staley
Secretary

Approved as to form and legal sufficiency
this 28 day of July, 2010:

Name: Stacy WALCZAK
Department of General Services
Assistant Attorney General

Approved as to form and legal sufficiency
this _____ day of _____, 2010:

Name: _____
Maryland Department of Transportation
Assistant Attorney General

IN WITNESS WHEREOF, the parties have executed this Garage Ground Lease on the date first written above.

GROUND LESSOR:

[SEAL]
THE STATE OF MARYLAND,
By: DEPARTMENT OF GENERAL SERVICES

ATTEST:

Alvin Collins
Secretary

GROUND LESSEE:

[SEAL]
THE STATE OF MARYLAND
By: MARYLAND DEPARTMENT OF
TRANSPORTATION

ATTEST:

Beverley K. Swalm-Staley
Secretary

Approved as to form and legal sufficiency
this _____ day of _____, 2010:

Name:
Department of General Services
Assistant Attorney General

Approved as to form and legal sufficiency
this 28th day of July, 2010:

Name: Alexis C. Kempster
Maryland Department of Transportation
Assistant Attorney General

BOARD OF PUBLIC WORKS OF
THE STATE OF MARYLAND

By: *Martin O'Malley* (SEAL)
Martin O'Malley, Governor

ATTEST:

Sheila C. McDonald
Sheila C. McDonald
Executive Secretary
Board of Public Works
(as to all)

By: *Nancy K. Kopp* (SEAL)
Nancy K. Kopp, Treasurer

By: *Peter Franchot* (SEAL)
Peter Franchot, Comptroller

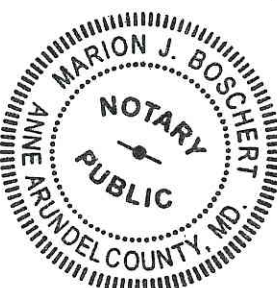
STATE OF MARYLAND, COUNTY OF *Anne Arundel*, TO WIT:

I HEREBY CERTIFY that, on this *1st* day of *SEP*, 2010,
before me, the subscriber, a Notary Public of the State and County aforesaid, personally
appeared MARTIN O'MALLEY, Governor, NANCY K. KOPP, Treasurer, and PETER
FRANCHOT, Comptroller, constituting the Board of Public Works of the State of Maryland,
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the
within Garage Ground Lease, who signed the same in my presence and acknowledged that they
executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Marion J. Boschert

Notary Public
My commission expires: *12/26/2011*



Approved by the Board of Public Works of the State of Maryland at a meeting held on the *28th* day of *July*,
2010 as Item No. *2011* on the Department of General Services Agenda. - *PARCEL C*

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

SW N. Eutaw Street (Lot 7D) - Tax ID No. 11-04-459-003, with a legal description as follows:

“All that property conveyed to the State of Maryland, by virtue of a Deed dated December 24, 1958, recorded January 19, 1959 in Liber JFC No. 541, at folio 316 among the Land Records of Baltimore City, Maryland.”

EXHIBIT B

LEGAL DESCRIPTION OF GARAGE SITE

The below grade portions of the Property described in Exhibit A and limited portions of the above grade Property described in Exhibit A necessary to construct, operate, repair and maintain the Garage

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EXHIBIT C

PERMITTED ENCUMBRANCES

- (i) the provisions of the Deed from the Mayor and City Council of Baltimore dated December 24, 1958 and recorded among the Land Records of Baltimore City, Maryland in Liber JFC No. 541, at folio 316; and
- (ii) the surviving encumbrances, if any, contained in the Agreement between the State of Maryland, acting through the Board of Public Works, and the Mayor and City Council of Baltimore, dated as of July 28, 1954, as set forth in Baltimore City Ordinance No. 217, approved February 1, 1956, and any plans or plats related thereto