County Council of Howard County, Maryland

2019 Legislative Session

Legislative Day No. 1

Resolution No. 5 -2019

Introduced by: The Chairperson at the request of the County Executive

A RESOLUTION declaring that a total of approximately 0.649 acres of real property is no longer needed for a public purpose and authorizing the County Executive to waive the advertising and bidding requirements of Section 4.201 of the Howard County Code in order to convey the County's property interest to Chase Limited Partnership and Annapolis Junction Holdings, LP, and providing that, if the County Executive finds that the property may have a further public use and that the property should not be conveyed, he is not bound to convey the property in accordance with this Resolution.

Introduced and read first time January 7, 2019.

By order _____
Jessica Feldmark, Administrator

Read for a second time at a public hearing on January 22, 2019.

By order _____
Jessica Feldmark, Administrator

This Resolution was read the third time and was Adopted__, Adopted with amendments ✓, Failed__, Withdrawn__, by the County Council on February 4, 2019.

Certified By _____
Jessica Feldmark, Administrator

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by amendment; Underlining indicates material added by amendment

WHEREAS, the County is the owner of certain real property containing approximately 2.46 acres which was acquired by deed to the County dated February 16, 1979 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber 930, folio 447 the ("County Property"); and

WHEREAS, the County Property is located along Washington Boulevard in Jessup, Howard County, Maryland adjacent to property owned by Chase Limited Partnership and Annapolis Junction Holdings LP (collectively, the "Adjacent Land Owners"); and

WHEREAS, the Capital Budget includes Capital Project C0352, Site Acquisition for School Sites and Elevated Water Storage Facilities, and W8262, Guilford Elevated Water Tank (collectively the "Capital Projects"), and the County is the contract purchaser under an Agreement of Sale dated September 14, ~~2019~~ 2018 with the Adjacent Land Owners (the "Agreement") for the acquisition of certain real property to be used for a 2.5-million-gallon elevated water storage tank, access roadway and related water storage utilities (collectively, the "New Water Storage Facility"); and

WHEREAS, upon the completion of New Water Storage Facility, the County will have a new road to the County Property and the County desires to sell and convey approximately 0.649 acres of the County Property (the "Area to be Conveyed") to the Adjacent Land Owners, as described and shown in the attached Exhibit 1; and

WHEREAS, the appraised value of the Area to be Conveyed is $330,000.00, which the Adjacent Land Owners have agreed to pay such price under the Agreement; and

WHEREAS, the Department of Public Works has reviewed and approved the proposed conveyance of the Area to be Conveyed, as described and shown in the attached Exhibit 1; and

WHEREAS, Section 4.201, "Disposition of Real Property", of the Howard County Code authorizes the County Council to declare that property is no longer needed for public purposes and also authorizes the County Council to waive advertising and bidding requirements for an individual conveyance of real property upon the request of the County Executive; and

WHEREAS, the County Council has received a request from the County Executive to waive the advertising and bidding requirements in this instance for the conveyance of the Area to be Conveyed to the Adjacent Land Owners.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Howard County, Maryland, this 4th day of February, 2019, that upon the construction and operation of the New Water Storage Facility, the Area to be Conveyed containing approximately 0.649 acres as described and shown in the attached Exhibit 1 is no longer needed for a public purpose and may be conveyed to Chase Limited Partnership and Annapolis Junction Holdings LP.

AND BE IT FURTHER RESOLVED that, having received a request from the County Executive and having held a public hearing, the County Council declares that the best interest of the County will be served by authorizing the County Executive to waive the usual advertising and bidding requirements of Section 4.201 of the Howard County Code for the conveyance of the Area to be Conveyed to Chase Limited Partnership and Annapolis Junction Holdings LP.

AND BE IT FURTHER RESOLVED that, if the County Executive finds that the Area to be Conveyed may have a further public use and that the Area to be Conveyed should not be conveyed, he is not bound to convey the Area to be Conveyed in accordance with this Resolution.

CNA, LLC
1630 Robin Circle
Forest Hill, MD 21050

CNA
engineers, surveyors & landscape architects

Exhibit B
Project No. C0352
Plat No. C-0352-24

Land Description for Fee Simple Acquisition
Howard County to Chase Limited Partnership
Being Part of Parcel 1, Tax Map 48, Howard County, Maryland

Part 1:

BEGINNING FOR THE SAME at the beginning of the first or South 38°20'03" West 81.32 feet line of a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, dated February 16, 1979 and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447, said point also being on the northernmost right of way line of Washington Boulevard, US Route 1, a variable width right of way; thence binding on said first line and said right of way, with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. South 38°20'02" West for a distance of 42.96 feet to a point; thence leaving said line and right of way of said Washington Boulevard

2. South 88°20'08" West 35.42 feet to a point on the second or North 21°47'03" West 378.98 feet line of said deed; thence binding on the remainder of said second line

3. North 21°47'04" West for a distance of 347.69 feet to a point at the beginning of the third or South 59°36'18" West 204.74 feet line in the aforementioned deed; thence binding on a part of said third line

4. South 59°36'17" West for a distance of 95.65 feet to a point; thence leaving said third line and running through the herein described lands

5. Northwesterly by a curve to the right with a radius of 1556.27 feet, an arc length of 50.00 feet, and subtended by a chord bearing of North 30°18'37" West 50.00 feet to a point on the twelfth or North 59°36'18" East 177.05 feet line in the aforementioned deed; thence binding on a part of said twelfth line

6. North 59°36'17" East for a distance of 133.50 feet to beginning of the thirteenth or South 21°47'03" East 323.09 feet line of the aforementioned deed; thence binding on said thirteenth line

1630 Robin Circle ▲ Forest Hill, Maryland 21050 ▲ 443-652-6141 ▲ Fax: 410-838-1811
E-mail: cnamail@cna-engineers.com

7. South 21°47'04" East for a distance of 323.09 feet to the beginning of the fourteenth or South 51°39'57" East 81.30 feet line in the aforementioned deed; thence binding on said fourteenth line

8. South 51°39'58" East for a distance of 81.30 feet to the point of beginning.

CONTAINING 19,054 sq. ft. or 0.44 acres of land per my survey calculation.

Part 2:

BEGINNING FOR THE SAME at a point being distant South 24°15'45" East 601.20 feet from the end of the fourth or North 24°15'44" West 936.43 feet line of a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, dated February 16, 1979 and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447; thence binding on a part of said line with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. North 24°15'45" West for a distance of 81.99 feet to a point; thence leaving the aforesaid fourth line and running through the lands herein described

2. North 56°33'48" East for a distance of 30.39 feet to the end of the tenth or South 24°15'44" East 604.47 feet line in the aforementioned deed; thence binding on a part of said tenth line

3. South 24°15'44" East for a distance of 110.36 feet to a point; thence leaving the aforesaid tenth line and running through the herein described lands

4. North 76°09'15" West for a distance of 38.12 feet to the point of beginning.

CONTAINING 2,885 sq. ft. or 0.066 acres of land per my survey calculation.

Part 3:

BEGINNING FOR THE SAME at the beginning of the ninth or South 56°33'49" West 239.80 feet line of a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, dated February 16, 1979 and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447; thence binding on a part of said line with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. South 56°33'48" West for a distance of 64.13 feet to a point; thence leaving the aforesaid ninth line and running through the lands herein described by the following two (2) courses and distances

2. North 16°55'41" East for a distance of 48.82 feet to a point of curvature; thence

3. Northeasterly by a curve to the left with a radius of 530.00 feet, an arc length of 35.46 feet, and subtended by a chord bearing of North 15°00'40" East 35.46 feet to a point on the eighth or South 33°26'11" East 264.54 feet line of the aforementioned deed; thence binding on a part of said eighth line

4. South 33°26'12" East for a distance of 54.66 feet to the point of beginning,

CONTAINING 1,717 sq. ft. or 0.039 acres of land per my survey calculations.

BEING part of the lands conveyed in a deed dated February 16, 1979 by and between Chase Manhattan Mortgage and Realty Trust and Howard County, Maryland as recorded among the land records of Howard County, Maryland in deed Liber CMP 930 at Folio 447.

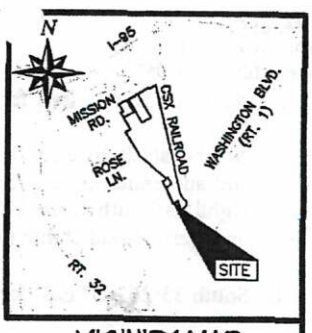
This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

Keith E. Bailey 8/23/18
Keith E. Bailey
Maryland Professional Land Surveyor No. 10976
Expiration Date: 7/24/2020

STATE OF MARYLAND
KEITH EDWARD BAILEY
No. 10976
REGISTERED
PROFESSIONAL LAND SURVEYOR

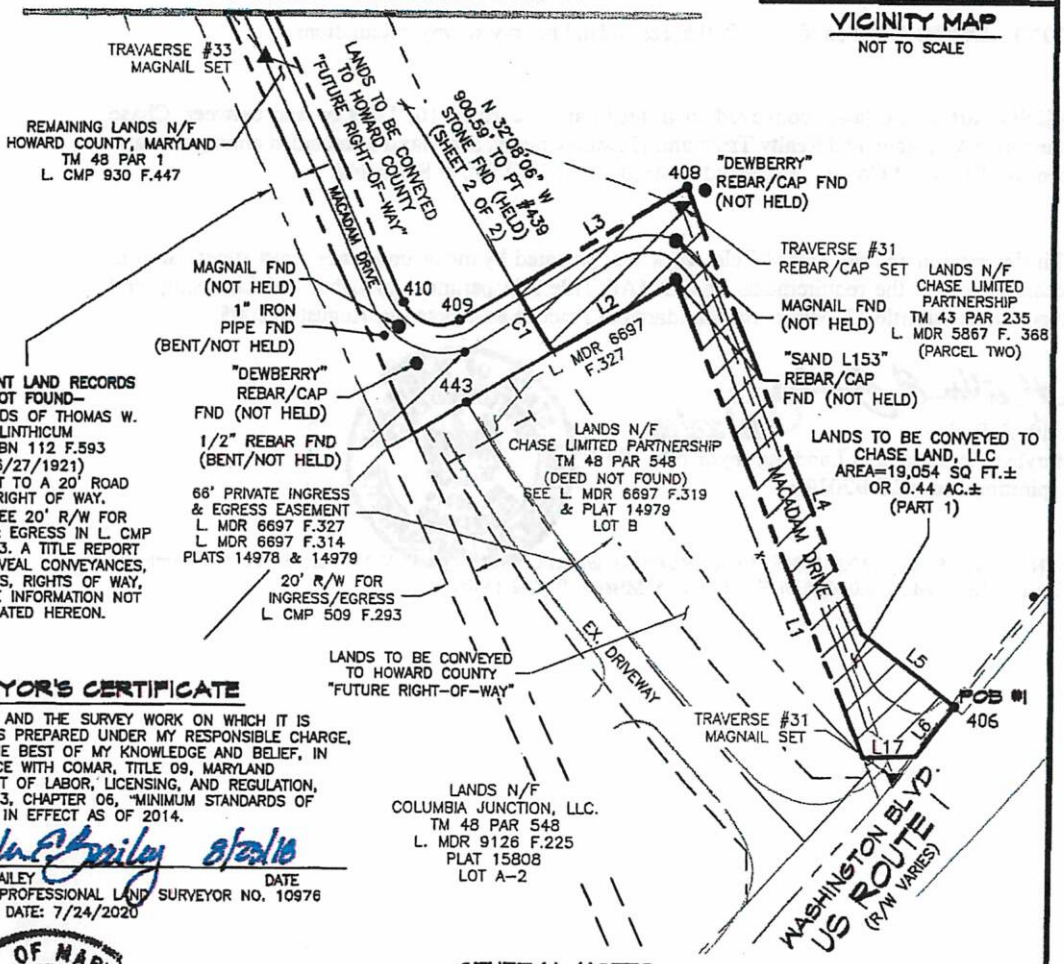
I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions\2018\Final\School Site Purchase Agreement\Revised 2018.06\Exhibit B-1.1_13066_Mission_P1_7-2-18.docx

MARYLAND COORDINATE SYSTEM
NAD 83/2011



VICINITY MAP
NOT TO SCALE

MATCHLINE - SEE SHEET 2 OF 2



SURVEYOR'S CERTIFICATE

THIS PLAT, AND THE SURVEY WORK ON WHICH IT IS BASED, WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH COMAR, TITLE 09, MARYLAND DEPARTMENT OF LABOR, LICENSING, AND REGULATION, SUBTITLE 13, CHAPTER 06, "MINIMUM STANDARDS OF PRACTICE," IN EFFECT AS OF 2014.

8/23/18

KEITH E. BAILEY — DATE
MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10976
EXPIRATION DATE: 7/24/2020

STATE OF MARYLAND
KEITH EDWARD BAILEY
NO. 10976
REGISTERED
PROFESSIONAL LAND SURVEYOR

GENERAL NOTES

1. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE REPORTS PROVIDED BY HOWARD COUNTY AND PREPARED BY COLONY TITLE GROUP, LTD., FILE NOS.: 17-44121 & 17-44122, LAST UPDATED ON AUGUST 22, 2018.

2. THIS PLAT WAS BASED ON A FIELD-RUN SURVEY PERFORMED BY CNA, INC. IN AUGUST OF 2016.

3. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE MARYLAND STATE COORDINATE SYSTEM NAD 83/2011 AS PROJECTED BY HOWARD COUNTY GEODETIC CONTROL NETWORK STATIONS NO. 43GA, NO. 43G6, & NO. 47F5.

4. NO SURVEY OF SUBTERRANEAN STRUCTURES OR INTERIOR SPACES SUCH AS FOOTINGS, FOUNDATIONS, VAULTS, OR BASEMENTS WAS PERFORMED AS PART OF THIS LAND SURVEY, AND THIS PLAN SHOULD NOT BE CONSTRUED AS CERTIFICATION TO THE EXISTENCE OR LOCATION OF THE SAME.

5. FEE SIMPLE ACQUISITION INCLUDES:
   PART 1 – 19,054 SQ. FT.± OR 0.44 AC.±
   PART 2 – 2,885 SQ. FT.± OR 0.066 AC.±
   PART 3 – 1,717 SQ. FT.± OR 0.039 AC.±

6. SEE SHEET 2 OF 2 FOR LINE, CURVE, AND COORDINATE TABLES.

CNA
engineers, surveyors & landscape architects
1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050
(410)879-7200 • Fax(410)838-1811

PLAT NO. C-0352-24
PROJECT NO. C-0352

SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 1 OF 2

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISITION

P/O THE LANDS OF

HOWARD COUNTY

TM 48 PAR 1
6TH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

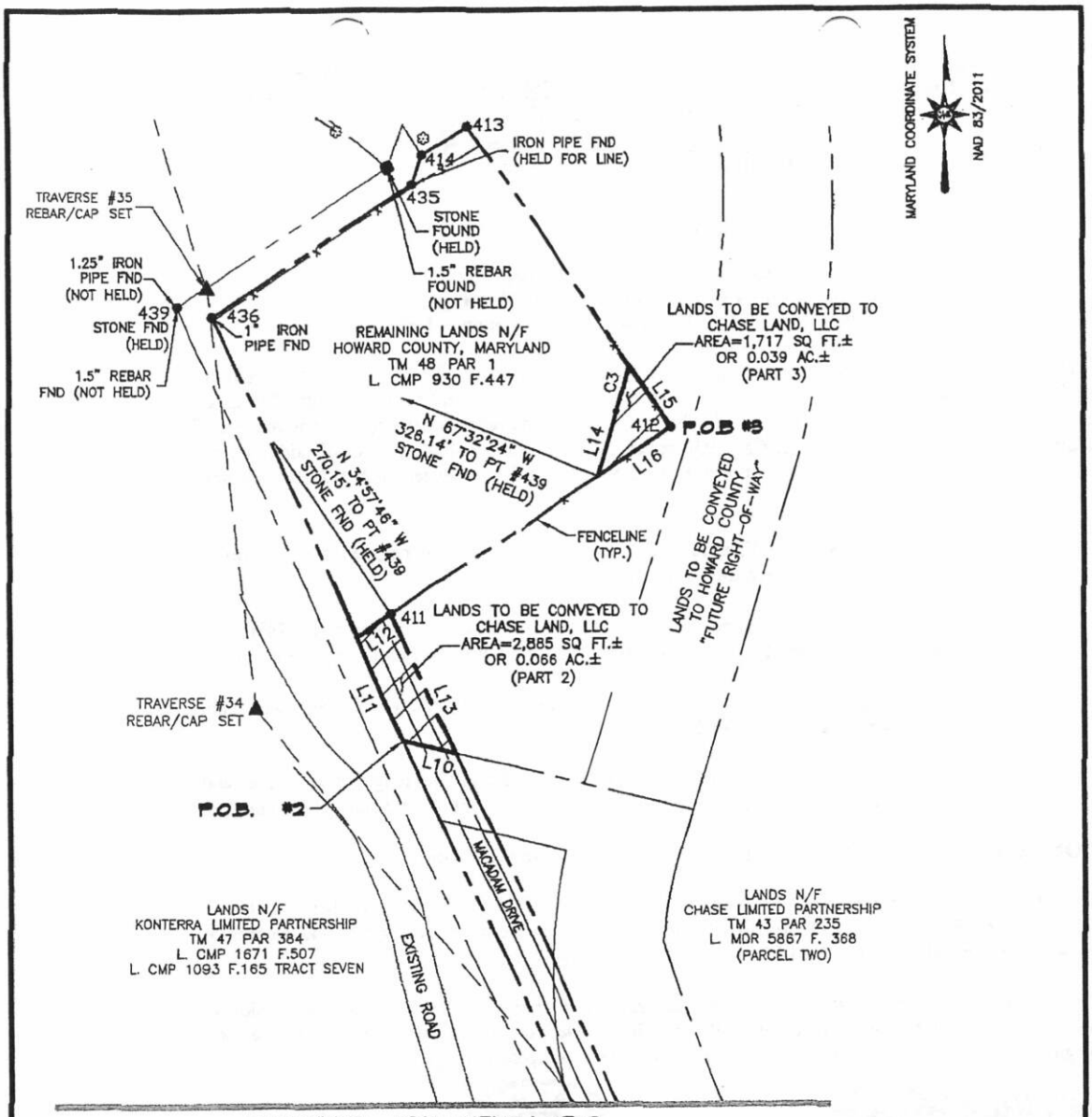
APPROVED:
REAL ESTATE SERVICES DIVISION

NAME — DATE 09.07.18

APPROVED:
BUREAU OF ENGINEERING

NAME — DATE 9/7/18

CNA: I:\CNA\Drive3\Survey\13000\13066 Mission Road\PLAT\2018_RevisedPerCounty\13066_Parcel1_7-2-18.dwg



MATCHLINE - SEE SHEET 1 OF 2

SEE SHEET 1 OF 2
FOR NOTES & CERTIFICATION

0 100' 200'

GRAPHIC SCALE
1"=100'

COORDINATE TABLE

NO.	NORTHING	EASTING
406	539723.48	1367479.54
408	540073.92	1367295.87
409	539984.34	1367143.15
410	539996.52	1367104.87
411	540547.60	1366856.48
412	540679.73	1367056.60
413	540900.19	1366911.03
414	540879.55	1366879.78
435	540857.85	1366872.63
436	540761.73	1366727.07
443	539929.30	1367148.16
439	540769.00	1366701.68

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 21°47'04" W	347.69'
L2	S 59°36'17" W	95.65'
L3	N 59°36'17" E	133.50'
L4	S 21°47'04" E	323.09'
L5	S 51°39'58" E	81.30'
L6	S 38°20'02" W	42.96'
L10	N 76°09'15" W	38.12'
L11	N 24°15'45" W	81.99'
L12	N 56°33'48" E	30.39'
L13	S 24°15'44" E	110.36'
L14	N 16°55'41" E	48.82'
L15	S 33°26'12" E	54.66'
L16	S 56°33'48" W	64.13'
L17	S 88°20'08" W	35.42'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	50.00'	1556.27'	1°50'28"	N 30°18'37" W	50.00'
C3	35.46'	530.00'	3°50'02"	N 15°00'40" E	35.46'

CNA
engineers, surveyors & landscape architects
1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050
(410)879-7200 * Fax(410)838-1811

PLAT NO. C-0352-24
PROJECT NO.
C-0352

SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 2 OF 2

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISITION

P/O THE LANDS OF

HOWARD COUNTY

TM 48 PAR 1
6TH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

APPROVED:
REAL ESTATE SERVICES DIVISION

Melanie L Brosius 2019.07.18
NAME DATE

APPROVED:
BUREAU OF ENGINEERING

9/5/18
NAME DATE

CNA: I:\CNA\Drive3\Survey\13000\13066 Mission Road\PLAT\2018_RevisedPerCounty\13066_Parcel1_7-2-18.dwg

CNA, LLC
1630 Robin Circle
Forest Hill, MD 21050

CNA
engineers, surveyors & landscape architects

Exhibit B
Project No. C-0352
Plat No. C-0352-25

Land Description for Fee Simple Acquisition
Howard County to Annapolis Junction Holdings, LP
Being Part of Parcel 1, Tax Map 48, Howard County, Maryland

BEGINNING FOR THE SAME at a point being distant South 24°15'45" East 325.41 feet from the end of the fourth or North 24°15'44" West 936.43 feet line of a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, dated February 16, 1979 and recorded among the land records of Howard County, Maryland in Liber CMP 930 at Folio 447; thence binding on a part of said line with all bearings herein being referred to the Maryland State Coordinate System NAD83/2011 as now surveyed:

1. North 24°15'45" West for a distance of 212.25 feet to a point; thence leaving the aforesaid fourth line and running through the lands herein described

2. South 76°09'15" East for a distance of 38.12 feet to a point on the tenth or South 24°15'44" East 604.47 feet line in the aforementioned deed; thence binding on a part of said tenth line

3. South 24°15'44" East for a distance of 101.19 feet to a point; thence leaving the aforesaid tenth line and running through the herein described lands

4. Southeasterly by a curve to the left with a radius of 390.00 feet, an arc length of 92.74 feet, and subtended by a chord bearing of South 05°20'43" East 92.53 feet to the point of beginning.

CONTAINING 4,531 sq. ft. or 0.104 acres of land per my survey calculation.

BEING part of the lands conveyed in a deed dated February 16, 1979 by and between Chase Manhattan Mortgage and Realty Trust and Howard County, Maryland as recorded among the land records of Howard County, Maryland in deed Liber CMP 930 at Folio 447.

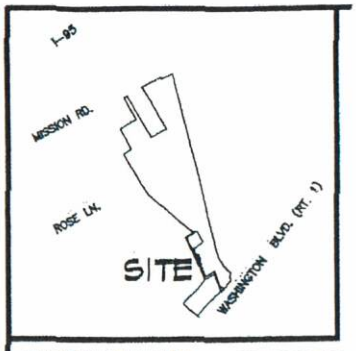
This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in August of 2005.

Keith E. Bailey 8/23/18
Keith E. Bailey
Maryland Professional Land Surveyor No. 10976
Expiration Date: 7/24/2020

STATE OF MARYLAND
KEITH EDWARD BAILEY
No. 10976
REGISTERED
PROFESSIONAL LAND SURVEYOR

I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions\2018\Final\Tower Site Purchase Agreement\Revised 2018.06\Exhibit B-2.1_13066_Mission_P1(2)_6-18-18.docx

1630 Robin Circle ▲ Forest Hill, Maryland 21050 ▲ 443-652-6141 ▲ Fax: 410-838-1811
E-mail: cnamail@cna-engineers.com
August 23, 2018



VICINITY MAP

NOT TO SCALE

CURVE TABLE

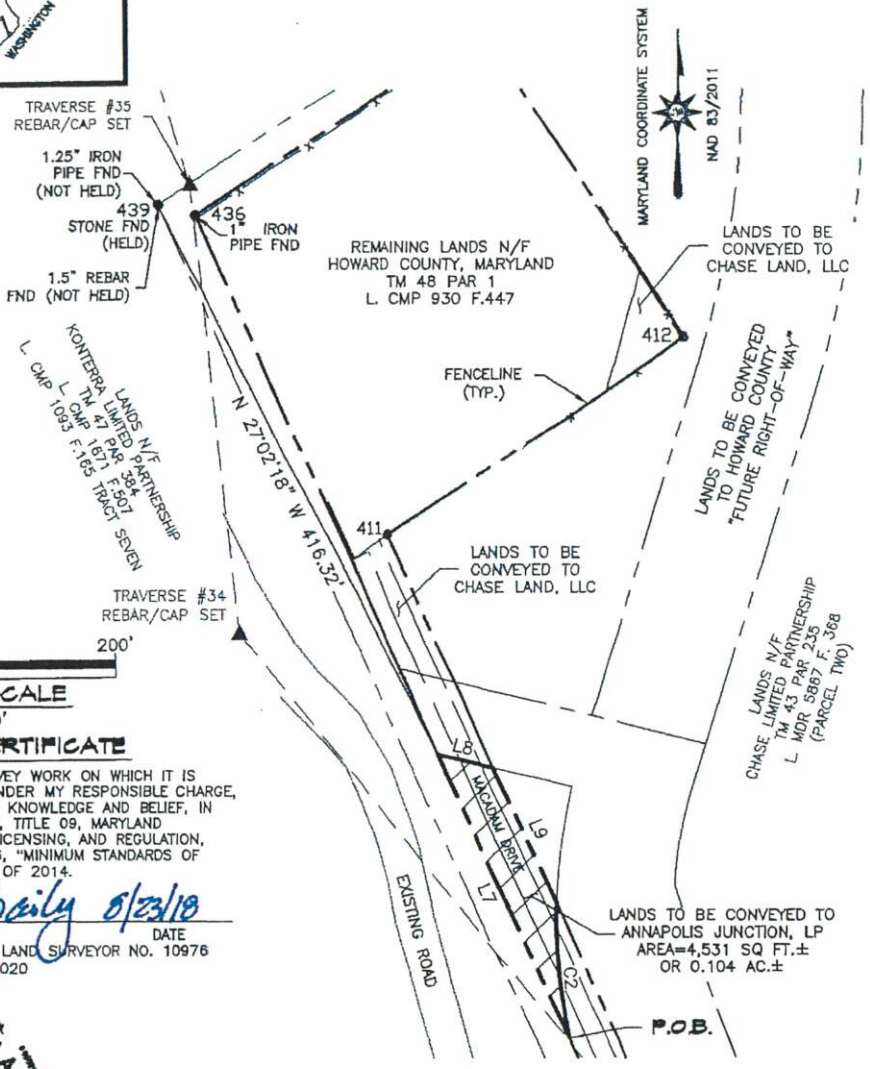
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	92.74'	390.00'	13°37'31"	S 05°20'43" E	92.53'

LINE TABLE

LINE	BEARING	DISTANCE
L7	N 24°15'45" W	212.25'
L8	S 76°09'15" E	38.12'
L9	S 24°15'44" E	101.19'

COORDINATE TABLE

NO.	NORTHING	EASTING
411	540547.60	1366856.48
412	540679.73	1367056.60
436	540761.73	1366727.07
439	540769.00	1366701.68



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GRAPHIC SCALE

1"=100'

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Keith E. Bailey 8/23/18

KEITH E. BAILEY DATE
MARYLAND PROFESSIONAL LAND SURVEYOR NO. 10976
EXPIRATION DATE: 7/24/2020

STATE OF MARYLAND
KEITH EDWARD BAILEY
NO. 10976
REGISTERED
PROFESSIONAL LAND SURVEYOR

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5. FEE SIMPLE ACQUISITION INCLUDES 4,531 SQ. FT.± OR 0.104 AC.± OF LAND.

CNA
engineers, surveyors & landscape architects
1630 ROBIN CIRCLE FOREST HILL, MARYLAND 21050
(410)879-7200 • Fax(410)838-1811

PLAT NO. C-0352-25
PROJECT NO.
C-0352

SCALE: 1"=100'
DATE: 8/23/18
DRAWN BY: SAH
CHECKED BY: KEB
CNA JOB NO.: 13066
SHEET 1 OF 1

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS

FEE SIMPLE ACQUISITION

P/O THE LANDS OF

HOWARD COUNTY

TM 48 PAR 1
6TH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

APPROVED:
REAL ESTATE SERVICES DIVISION

Melanie J. Pavlov 09.07.18

NAME DATE

APPROVED:
BUREAU OF ENGINEERING

9/7/18

NAME DATE

CNA: I:\CNA\Drive3\Survey\13000\13066 Mission Road\PLAT\2018_RevisedPerCounty\13066_Parcel1(2)_8-21-18.dwg

Amendment 1 to Council Resolution No. 5-2019

BY: The Chairperson at the request of the County Executive

Legislative Day 3
Date: February 4, 2019

Amendment No. 1

(This amendment makes a technical correction to correct a date.)

On page 1, in line 14, strike "2019" and substitute "2018".

ADOPTED 2/4/19
FAILED
SIGNATURE

County Council of Howard County, Maryland

2019 Legislative Session

Legislative Day No. 1

Resolution No. 5 -2019

Introduced by: The Chairperson at the request of the County Executive

A RESOLUTION declaring that a total of approximately 0.649 acres of real property is no longer needed for a public purpose and authorizing the County Executive to waive the advertising and bidding requirements of Section 4.201 of the Howard County Code in order to convey the County's property interest to Chase Limited Partnership and Annapolis Junction Holdings, LP, and providing that, if the County Executive finds that the property may have a further public use and that the property should not be conveyed, he is not bound to convey the property in accordance with this Resolution.

Introduced and read first time _____, 2019.

By order _____
Jessica Feldmark, Administrator

Read for a second time at a public hearing on _____, 2019.

By order _____
Jessica Feldmark, Administrator

This Resolution was read the third time and was Adopted__, Adopted with amendments__, Failed__, Withdrawn__, by the County Council on _____, 2019.

Certified By _____
Jessica Feldmark, Administrator

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WHEREAS, the County Property is located along Washington Boulevard in Jessup, Howard County, Maryland adjacent to property owned by Chase Limited Partnership and Annapolis Junction Holdings LP (collectively, the "Adjacent Land Owners"); and

WHEREAS, the Capital Budget includes Capital Project C0352, Site Acquisition for School Sites and Elevated Water Storage Facilities, and W8262, Guilford Elevated Water Tank (collectively the "Capital Projects"), and the County is the contract purchaser under an Agreement of Sale dated September 14, 2019 with the Adjacent Land Owners (the "Agreement") for the acquisition of certain real property to be used for a 2.5-million-gallon elevated water storage tank, access roadway and related water storage utilities (collectively, the "New Water Storage Facility"); and

WHEREAS, upon the completion of New Water Storage Facility, the County will have a new road to the County Property and the County desires to sell and convey approximately 0.649 acres of the County Property (the "Area to be Conveyed") to the Adjacent Land Owners, as described and shown in the attached Exhibit 1; and

WHEREAS, the appraised value of the Area to be Conveyed is $330,000.00, which the Adjacent Land Owners have agreed to pay such price under the Agreement; and

WHEREAS, the Department of Public Works has reviewed and approved the proposed conveyance of the Area to be Conveyed, as described and shown in the attached Exhibit 1; and

WHEREAS, Section 4.201, "Disposition of Real Property", of the Howard County Code authorizes the County Council to declare that property is no longer needed for public purposes and also authorizes the County Council to waive advertising and bidding requirements for an individual conveyance of real property upon the request of the County Executive; and

WHEREAS, the County Council has received a request from the County Executive to waive the advertising and bidding requirements in this instance for the conveyance of the Area to be Conveyed to the Adjacent Land Owners.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Howard County, Maryland, this _____ day of _____, 2019, that upon the construction and operation of the New Water Storage Facility, the Area to be Conveyed containing approximately 0.649 acres as described and shown in the attached Exhibit 1 is no longer needed for a public purpose and may be conveyed to Chase Limited Partnership and Annapolis Junction Holdings LP.

AND BE IT FURTHER RESOLVED that, having received a request from the County Executive and having held a public hearing, the County Council declares that the best interest of the County will be served by authorizing the County Executive to waive the usual advertising and bidding requirements of Section 4.201 of the Howard County Code for the conveyance of the Area to be Conveyed to Chase Limited Partnership and Annapolis Junction Holdings LP.

AND BE IT FURTHER RESOLVED that, if the County Executive finds that the Area to be Conveyed may have a further public use and that the Area to be Conveyed should not be conveyed, he is not bound to convey the Area to be Conveyed in accordance with this Resolution.

Amendment 1 to Council Resolution No. 5-2019

BY: The Chairperson at the request of the County Executive

Legislative Day 3
Date: February 4, 2019

Amendment No. 1

(This amendment makes a technical correction to correct a date.)

On page 1, in line 14, strike "2019" and substitute "2018".

FACEBOOK.COM/GROUPS/WHYNOTJESSUP

OUR MISSION

HOWARD COUNTY HIGH SCHOOL

#13

WWW.TINYURL.COM/WHYNOTJESSUP

"Why Not Jessup"

Since January of 2018, Why Not Jessup has worked hard to come together as a strong community and advocate for High School #13. Through 'Why Not Jessup" and 'Ridgely's Run Community Center" Facebook groups, we have over 400 people actively engaged.

On the table this evening is Council Resolution 5-2019. Our understanding is that this is another step in the process of this purchase. it refers to the county selling back a small piece of the property to Chase, in relation to access to the water tower on Route 1, for public works.

We fully support this Resolution and ask for the Councils full support of it also.

Our group has been attempting to follow the process of the Petition for Development Rights and Responsibilities Agreement between Chase Land, LLC/Annapolis Junction Holdings, LP, and Howard County since the November 13th, 2018 meeting we attended. The DRRA is the final step before the land purchase will occur for the new schools, and we found it attached to this resolution, as documentation.

As a community, we feel it is imperative to follow the progress of fulfilling the Board of Education's vote in March 2018 to open HS #13 in Jessup. Our county needs the school to open on time, to alleviate the severe overcrowding in our schools. We wish the system was more translucent and easier to navigate. We would appreciate assistance with navigating this progression moving forward.

Respectfully submitted,

Becky McKirahan

Why Not Jessup

Becky McKirahan
Cheshire Court, Jessup, MD 20794
Becky@TacoBird.com

HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, Becky McKirahan, have been duly authorized by
(name of individual)

"Why Not Jessup" Facebook Group to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CR5-2019 to express the organization's
(bill or resolution number)

support for / opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: Becky McKirahan

Signature: Becky McK

Date: 1/22/19

Organization: Why Not Jessup

Organization Address: 8725 Cheshire Ct.
Jessup MD 20794.

Number of Members: 370

Name of Chair/President: Becky McKirahan

This form can be submitted electronically via email to councilmail@howardcountymd.gov no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.

LAW OFFICES OF
TALKIN & OH, LLP
COLUMBIA OFFICE
5100 DORSEY HALL DRIVE
ELLICOTT CITY, MARYLAND 21042-7870

(410) 964-0300
(301) 596-6500
Fax: (410) 964-2008

December 19, 2018

VIA HAND DELIVERY
Calvin Ball, Howard County Executive
3430 Court House Drive
Ellicott City, Maryland 21043

Re: Chase Land, LLC and Annapolis Junction Holdings, LP,
Petition for Development Rights and Responsibilities Agreement

Dear County Executive Ball:

This firm represents Chase Land, LLC, a Maryland limited liability company, and Annapolis Junction Holdings, LP, a Maryland limited partnership (collectively, the "**Petitioners**"). In accordance with Subtitle 17 of Title 16 of the Howard County Code, please accept this letter and the enclosed agreement (the "**Agreement**") as a petition to negotiate and execute a Development Rights and Responsibilities Agreement concerning certain real property (the "**Property**") owned by the Petitioners, legally and/or equitably, more particularly described in the Agreement.

Please be advised that a pre-submission community meeting regarding the Agreement was conducted on November 13, 2018 in accordance with the requirements of Section 16.1704(b)(1) of the Howard County Code.

As you know, the Petitioners are currently under contract (the "**County Contract**") to sell to the County certain real property adjoining and vicinal to the Property for purposes of the construction of one or more public schools and uses related thereto, public roads, and a new public water storage facility and related appurtenances. Through the Agreement, the Petitioners are proposing that, subsequent to settlement under the County Contract, the Petitioners be allowed to continue owning, developing, redeveloping, operating, and using the Property in accordance with the County's laws and regulations that are currently in effect, including the current zoning map, zoning regulations, and subdivision and land development regulations.

After your review of the Agreement, we suggest initiating the negotiation process forthwith. Thank you.

Very truly yours,

TALKIN & OH, LLP

Sang W. Oh

SWO
Enclosure

cc: **VIA HAND DELIVERY**
Honorable Christiana Mercer Rigby, Chair, Howard County Council
Honorable Opel Jones, Vice-Chair, Howard County Council
Honorable Liz Walsh, Member, Howard County Council
Honorable Deb Jung, Member, Howard County Council
Honorable David Yungmann, Member, Howard County Council
Valdis Lazdins, Director, Department of Planning and Zoning
James Irvin, Director, Department of Public Works
Gary W. Kuc, Howard County Solicitor

DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT

THIS DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this "**Agreement**"), is made as of the _____ day of _____, 201___ (the "**Effective Date**"), by and among CHASE LAND, LLC, a Maryland limited liability company ("**Chase**"), ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership ("**Annapolis Junction**" and collectively with Chase, "**Petitioner**"), and HOWARD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland ("**Howard County**"). Petitioner and Howard County are hereinafter referred to collectively as the "**Parties**".

RECITALS

1. Subtitle 3 of Title 7 of the Land Use Article of the Annotated Code of Maryland (the "**DRRA Law**") grants Howard County the authority to establish procedures and requirements for the consideration and execution of Development Rights and Responsibilities Agreements.

2. Subtitle 17 of Title 16 of the Howard County Code (the "**County Ordinance**") authorizes Howard County to enter into Development Rights and Responsibilities Agreements.

3. This Agreement is intended to constitute a Development Rights and Responsibilities Agreement as provided for in the DRRA Law and the County Ordinance.

4. Petitioner owns certain real property in Howard County, Maryland, legally and/or equitably, more particularly identified on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "**Petitioner Property**"), which Petitioner Property is the real property subject to this Agreement. The sole persons having a legal or equitable interest in the Petitioner Property are Petitioner and Howard County.

5. Howard County desires to acquire certain tracts or parcels of land owned by Petitioner adjoining and/or vicinal to the Petitioner Property (the "**County Contract Property**") for purposes of construction of one or more public schools and uses related thereto, public roads, and a new public water storage facility and related appurtenances.

6. The Parties have entered into (a) that certain Purchase and Sale Agreement dated as of September 14, 2018 by and between Chase and Howard County (the "**Chase Agreement**"), and (b) that certain Purchase and Sale Agreement dated as of September 14, 2018 by and among Petitioner and Howard County (the "**Petitioner Agreement**" and collectively with the Chase Agreement, the "**Sales Agreements**") pursuant to which Petitioner has agreed to sell and convey to Howard County, and Howard County has

agreed to purchase and accept from Petitioner, in lieu of a condemnation, the County Contract Property more particularly identified in the Sales Agreements, subject to all of the terms, conditions, provisions, and agreements of the Sales Agreements.

7. Chase, as successor by conversion to Chase Limited Partnership, a Maryland limited partnership, is the owner of certain real property in Howard County, Maryland forming a part of the Petitioner Property more particularly shown on Howard County Tax Map 43, Block 19, as Parcel 234 and part of Parcel 235 (the "**Quarry Property**"), which Quarry Property is located vicinal to the County Contract Property.

8. The Howard County Board of Appeals, by its Decision and Order dated April 24, 1997 in BA Case No. 95-58E, as corrected by that certain Correction to Decision and Order dated July 11, 2000 (collectively, the "**Special Exception Approval**"), granted a special exception for a quarry on the Quarry Property.

9. A quarry (the "**Quarry**") is currently in active operation on the Quarry Property in accordance with the Special Exception Approval.

10. The remainder of the Petitioner Property (other than the Quarry Property) (the "**Undeveloped Petitioner Property**") is presently undeveloped.

11. On or about _____, 2018, Petitioner petitioned Howard County to enter into this Agreement.

12. On or about _____, 201___, Howard County reviewed this petition and determined to accept this petition and to initiate the process of considering a Development Rights and Responsibilities Agreement.

13. This Agreement was negotiated between Petitioner and the Howard County Executive.

14. A pre-submission community meeting regarding this Agreement was conducted in accordance with the requirements of the County Ordinance and Howard County law on November 13, 2018.

15. This Agreement was referred to the Howard County Planning Board (the "**Planning Board**") for determination of whether this Agreement is consistent with Howard County's general plan, PlanHoward 2030 (the "**General Plan**"). At a public meeting held on _____, 201_____, the Planning Board determined that this Agreement was consistent with the General Plan. The determination by the Planning Board is attached hereto and incorporated herein by reference as **Exhibit B**.

16. On _____, 201___, the Howard County Council held a duly

advertised public hearing on this Agreement in accordance with Howard County law, and approved this Agreement on _____, 201___ by Council Resolution _____.

17. Any other agreements between Petitioner and Howard County, including, without limitation, the Sales Agreements, remain in full force and effect and are intended to be harmonious with this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Petitioner and Howard County hereby agree as follows:

ARTICLE I

ZONING; LIMITATIONS

1.1 Zoning Designation. The Parties acknowledge and agree that the Petitioner Property is currently zoned M-1 (Manufacturing: Light); M-1-MXD-3 (Manufacturing: Light Mixed Use); R-SA-8-MXD-3 (Residential: Single Attached Mixed Use); R-SA-8 (Residential: Single Attached); B-2 (Business: General); R-12 (Residential: Single); and R-SC-MXD-3 (Residential: Single Cluster Mixed Use) on the Howard County Zoning Map. The Parties further acknowledge and agree that the Quarry Property is currently zoned M-1-MXD-3 on the Howard County Zoning Map and was granted the Special Exception Approval to operate as the Quarry.

1.2 Quarry Use. Except as provided in Section 4.1.C of this Agreement, without the prior written consent of Chase, which may be granted or withheld in Chase's sole and absolute discretion, Howard County shall not reduce, limit, or otherwise alter by any legislative, executive, or quasi-judicial action including, without limitation, a comprehensive rezoning, a piecemeal rezoning, or the enactment of ordinances, resolutions, rules, or regulations, or the interpretation thereof (such as forest conservation or stream buffer ordinances), Chase's current rights to own, develop, redevelop, operate, and use the Quarry on the Quarry Property in accordance with the existing Special Exception Approval and in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement. The permissible uses of the Quarry Property, the density or intensity of the use of the Quarry Property, and the maximum height and size of structures located or to be located on the Quarry Property shall be those allowed by any and all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement, including, without limitation, the Special Exception Approval.

1.3 Undeveloped Petitioner Property Use. Except as provided in Section 4.1.C of this Agreement, without the prior written consent of Petitioner, which may be granted or withheld in Petitioner's sole and absolute discretion, Howard County shall not reduce, limit, or otherwise alter by any legislative, executive, or quasi-judicial action including, without limitation, a comprehensive rezoning, a piecemeal rezoning, or the enactment of ordinances, resolutions, rules, or regulations, or the interpretation thereof (such as forest conservation or stream buffer ordinances), Petitioner's current rights to own, develop, redevelop, operate, and use the Undeveloped Petitioner Property in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement. The permissible uses of the Undeveloped Petitioner Property, the density or intensity of the use of the Undeveloped Petitioner Property, and the maximum height and size of structures located or to be located on the Undeveloped Petitioner Property shall be those allowed by any and all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement.

1.4 Development Review. Howard County shall use its best efforts to ensure that (A) the processing and review of any development approvals requested by Petitioner regarding the Petitioner Property, including, without limitation, subdivision plans; site development plans; zoning and similar applications; and the issuance of grading, building, and occupancy permits, are performed in a succinct, timely manner, without undue delay or conditions, consistent with Howard County's current development review process and in accordance with current applicable laws, rules, and regulations; and (B) such processing and review will not be subjected to any moratorium or delay.

1.5 Regulation and Master Plan Consistency. Howard County and the Planning Board have determined that this Agreement; Chase's current rights to own, develop, redevelop, operate, and use the Quarry on the Quarry Property in accordance with the existing Special Exception Approval and in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement; and Petitioner's current rights to own, develop, redevelop, operate, and use the Undeveloped Petitioner Property in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement, are consistent with the General Plan and the Howard County Subdivision and Land Development Regulations.

1.6 Public Health, Safety, and Welfare. Howard County has determined that (A) this Agreement; Chase's current rights to own, develop, redevelop, operate, and use the Quarry on the Quarry Property in accordance with the existing Special Exception Approval and in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement; and Petitioner's current rights to own, develop, redevelop, operate, and use the Undeveloped Petitioner Property in accordance with all laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement, will ensure that the public health, safety, and welfare of the residents of Howard County are protected; and (B) Howard County's acquisition of the County

Contract Property and the construction and operation of one or more public schools and uses related thereto, public roads, and a new public water storage facility and related appurtenances upon the County Contract Property does not and shall not alter or negate Howard County's determination in subsection (A) of this Section 1.6. Howard County expressly acknowledges and agrees that Petitioner may introduce this Agreement, including, without limitation, the provisions of this Section 1.6, in any administrative or other proceeding as conclusive evidence of Howard County's determination of the matters set forth herein, and Howard County, except as provided in Section 4.1.C of this Agreement, shall at no time take any position, written or oral, contrary to its determination contained in this Section 1.6.

1.7 Conditions. Notwithstanding any provision in this Agreement to the contrary, all of the obligations and responsibilities in this Agreement shall terminate in the event that Howard County fails to complete its acquisition of the portion of the County Contract Property as described in, and in accordance with, the Chase Agreement due to a default by Chase under the Chase Agreement.

ARTICLE II
SURVIVAL AND TRANSFER OF OBLIGATION

2.1 Nature, Survival, and Transfer of Obligations. The Parties agree that this Agreement shall run with the land and be binding upon and inure to the benefit of Petitioner and its successors and assigns, and upon any and all successor owners of record of all or any portion of the Petitioner Property. To assure that all such successors, assigns, and successor owners have notice of this Agreement and the rights and obligations created by it, Petitioner agrees that it shall:

A. Have this Agreement recorded among the Land Records of Howard County, Maryland (the "**Land Records**") within twenty (20) days after the Effective Date of this Agreement;

B. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into after the Effective Date of this Agreement for the sale of all or any portion of the Petitioner Property; and

C. Prior to the transfer of all or any portion of the Petitioner Property or any equitable interest therein (except to owners of an individual lot used solely as a private residence), require the transferee to execute an enforceable written agreement, in a form reasonably satisfactory to Howard County, Petitioner, and the transferee, binding such transferee to this Agreement.

2.2 Binding Upon Successors and Assigns of Howard County. Howard County agrees that all obligations assumed by it under this Agreement shall be binding on it, its

agencies, departments, boards, commissions, employees, governmental units, the Planning Board and its and their respective successors and assigns.

ARTICLE III
BREACH AND REMEDIES

3.1 Breach by Petitioner. If Petitioner shall fail or refuse to perform its obligations as required under this Agreement, and if Petitioner has not cured such default within sixty (60) days from receipt of written notice provided to Petitioner by Howard County indicating the nature of the default, Howard County may seek equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction, or may declare this Agreement null and void.

3.2 Breach by Howard County. If Howard County shall fail or refuse to perform its obligations as required under this Agreement, and if Howard County has not cured such default within sixty (60) days from receipt of written notice provided to Howard County by Petitioner indicating the nature of the default, Petitioner may seek equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction and may seek any other rights and remedies available to Petitioner at law or in equity.

3.3 Jurisdiction and Venue. Jurisdiction and venue for any proceedings brought with respect to this Agreement shall be in the Circuit Court for Howard County, Maryland.

3.4 Waiver of Trial by Jury. Petitioner and Howard County do hereby waive trial by jury in connection with any proceedings brought to enforce the terms of this Agreement.

ARTICLE IV
EFFECT OF DEVELOPMENT REGULATIONS

4.1 Effect of Agreement.

A. Petitioner must comply with all applicable federal, Maryland, and local laws existing on the Effective Date of this Agreement and, as regards the Quarry Property, with the Special Exception Approval.

B. Except as provided in Section 4.1.C herein, the laws, rules, regulations, and policies that govern the ownership, development, redevelopment, operation, use, density, and intensity of the Quarry, the Quarry Property, and the Undeveloped Petitioner Property shall be the laws, rules, regulations, and policies, if any, in force on the Effective Date of this Agreement, including, without limitation, the Special

Exception Approval as regards the Quarry and the Quarry Property.

C. If Howard County determines that compliance with laws, rules, regulations, and policies enacted or adopted after the Effective Date of this Agreement is essential to ensure the health, safety, or welfare of residents of all or part of the County, this Agreement may not prevent Howard County from requiring Petitioner to comply with those laws, rules, regulations, or policies.

D. In the event Howard County takes any action to subject the Quarry, the Quarry Property, and/or the Undeveloped Petitioner Property to any new or modified laws, rules, regulations, or policies after the Effective Date of this Agreement under Section 4.1.C, Petitioner shall be relieved of any and all obligations under this Agreement.

4.2 Approvals Required. Chase has previously obtained the Special Exception Approval, approval of a site development plan, and all similar permits and approvals necessary to construct and operate the Quarry on the Quarry Property. Chase shall obtain all further permits and approvals necessary under any existing provision of local, Maryland, or federal law regarding the continued use and operation, future development, and redevelopment of the Quarry Property. Petitioner shall obtain all permits and approvals necessary under any existing provision of local, Maryland, or federal law regarding the development, redevelopment, operation, and use of the Undeveloped Petitioner Property.

ARTICLE V
MISCELLANEOUS

5.1 Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

5.2 Term.

A. This Agreement shall constitute covenants running with the land and shall run with and bind the Petitioner Property. This Agreement shall terminate and be void on the twenty-fifth (25th) anniversary of the Effective Date of this Agreement, unless extended by an amendment to this Agreement complying with all procedures required in this Agreement, the County Ordinance, and Maryland law unless terminated by agreement of the Parties or as permitted by law.

B. Nothing in this Section shall be construed to supersede the terms as set forth in any other agreements between Petitioner and Howard County.

5.3 Notices. All notices and other communications in connection with this

Agreement shall be in writing and shall be deemed delivered to the addressee thereof (A) when delivered in person on a business day at the address set forth below; (B) on the first business day after being deposited with any reputable overnight courier (such as FedEx) for overnight delivery properly addressed with postage prepaid, at the address set forth below; or (C) on the third business day after being deposited in any main or branch United States post office for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

Notices and communications to Petitioner shall be addressed and delivered to the following address:

Chase Land, LLC
Annapolis Junction Holdings, LP
14401 Sweitzer Lane, Suite 200
Laurel, Maryland 20707
Attn: Caleb Gould

with a copy to:

Talkin & Oh, LLP
5100 Dorsey Hall Drive
Ellicott City, Maryland 21042
Attn: Sang W. Oh

Notices and communications to Howard County shall be addressed and delivered to the following address:

Howard County Executive
3430 Courthouse Drive
Ellicott City, Maryland 21043

With a copy to:

Howard County Solicitor
3430 Courthouse Drive
Ellicott City, MD 21043

Director, Department of
Planning and Zoning
3430 Courthouse Drive
Ellicott City, MD 21043

Chair, Howard County Council
3430 Courthouse Drive
Ellicott City, MD 21043

By notice complying with the requirements of this Section, each party shall have the right

to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

5.4 Amendments. The Parties to this Agreement may amend the Agreement upon mutual written consent after Howard County holds a public hearing and complies with all applicable laws of the County Ordinance concerning amendment of a Development Rights and Responsibilities Agreement. All amendments to this Agreement shall be in writing and shall be executed by Howard County and Petitioner. Unless the Planning Board determines that the proposed amendment is consistent with the General Plan, the Parties may not amend this Agreement.

5.5 Termination or Suspension. The Parties to this Agreement may terminate or suspend the Agreement upon mutual written consent after Howard County holds a public hearing and complies with all applicable laws concerning termination or suspension of a Development Rights and Responsibilities Agreement as set forth in the County Ordinance. If Howard County determines that a suspension or termination is essential to ensure the public health, safety, or welfare, as determined in accordance with Section 4.1.C above, Howard County may suspend or terminate this Agreement following a public hearing. Any such unilateral termination of this Agreement by Howard County shall not in any way affect the validity of any approvals Petitioner may have obtained regarding the Petitioner Property at any time prior to such termination.

5.6 Authority to Execute. Howard County and Petitioner hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by Howard County with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. Howard County hereby warrants and represents to Petitioner that the persons executing this Agreement on its behalf have been properly authorized to do so. Each of Chase and Annapolis Junction hereby warrants and represents to Howard County that it is the fee simple, record owner of the portions of the Petitioner Property owned by each and that the persons executing this Agreement on its behalf have been properly authorized to do so.

5.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regards to principles of conflicts of law.

5.8 Consent to Jurisdiction. The Parties irrevocably consent to the jurisdiction of the Circuit Court for Howard County, Maryland or any federal court sitting in the District of Maryland.

5.9 Remedies Cumulative. Each right, power, and remedy of a party provided for in this Agreement, or any other agreement between the Parties, now or hereafter

existing, shall be cumulative and concurrent and in addition to every other right, power, or remedy provided for in this Agreement or any other agreement between the Parties, now or hereafter existing.

5.10 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as closely as possible in keeping with the intent expressed herein as if such invalid, illegal, or unenforceable provisions were omitted.

5.11 Recordation. Any party may record this Agreement among the Land Records. In the event the Agreement is terminated in accordance with the terms hereof, the Parties agree to execute and record a document in the aforesaid Land Records to terminate this Agreement.

5.12 Appeals. Both Maryland law and the County Ordinance may allow any person aggrieved by this Agreement to file an appeal. If the effect of a final, unappealable decision in such appeal revises this Agreement in any way, then the Parties to this Agreement may terminate this Agreement upon mutual written consent and in compliance with all applicable laws concerning termination of a Development Rights and Responsibilities Agreement as set forth in the County Ordinance.

5.13 No Obligation to Approve. This Agreement shall not be interpreted or construed to impose any legal obligation on Howard County or any of its boards, agencies, commissions, or employees to approve any development, use, density, or intensity other than as provided specifically in this Agreement.

5.14 No Third Party Beneficiary Status. The Parties specifically agree that this Agreement is not intended to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations under this Agreement.

5.15 Lien Holders. All persons with a lien interest in the Petitioner Property have executed this Agreement, and those lien holders with a power of sale have subordinated such liens to the position of Howard County under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have hereunto set their hands under seal on the date first above written.

WITNESS/ATTEST:

CHASE LAND, LLC, a Maryland limited liability company

_____

By:_____(SEAL)
Name: Caleb C. Gould
Title: Authorized Member

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Caleb C. Gould, who acknowledged himself to be an Authorized Member of CHASE LAND, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained on behalf of the limited liability company by signing the name of the limited liability company by himself as Authorized Member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

[SEAL]

_____
[Print Name of Notary]

My Commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESS/ATTEST:

ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership

By: GOULD PROPERTY COMPANY, its General Partner

_____

By: _____(SEAL)
Name: Caleb C. Gould
Title: Vice President

STATE OF _____, CITY/COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Caleb C. Gould, who acknowledged himself to be the Vice President of Gould Property Company, the General Partner of ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained on behalf of the limited partnership by signing the name of the limited partnership by himself as Vice President of its General Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

[SEAL]

_____
[Print Name of Notary]

My Commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AGREED and APPROVED:

HOWARD COUNTY, MARYLAND

ATTEST:

_____ BY: _____(SEAL)

Lonnie R. Robbins
Chief Administrative Officer

Calvin Ball
Howard County Executive

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this _____ day of _____ 20__.

_____

Gary W. Kuc
County Solicitor

STATE OF MARYLAND, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 201___, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Calvin Ball, the County Executive for Howard County, Maryland, who acknowledged the within Agreement to be the act of the County and that he executed the foregoing Agreement for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

_____

Notary Public

My Commission Expires: _____

ATTORNEYS' CERTIFICATION

THIS IS TO CERTIFY that the undersigned are members, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by the undersigned or under their supervision.

_____

_____

Upon Recordation Please Return To:

Sang W. Oh, Esq.
Talkin & Oh, LLP
5100 Dorsey Hall Drive
Ellicott City, Maryland 21042

EXHIBIT A

DESCRIPTION OF PETITIONER PROPERTY

See attached.

CNA
engineers, surveyors & landscape architects

Description of Property of
Chase Land, LLC and Annapolis Junction Holdings, LP
Howard County, Maryland
Sixth Election District

Part 1: (Tax Map 43, Parcel 485, 224, 749 (Lots 1 & 2), P/O Parcel 235, and Parcel 234 (Parcel A))

BEGINNING FOR THE SAME at a point located at the intersection of northerly right-of-way line of Baltimore Washington Boulevard (U.S. Route 1), variable width, and the lands of the easterly side of the Baltimore and Ohio Railroad Company, now or formerly, said point being at the end of the eighth line of Parcel A, as described in a deed from Columbia Industrial Development Corporation and The Baltimore and Ohio Railroad Company, dated May 25, 1971 and recorded among the land records of Howard County, Maryland in liber 559 at folio 531, said point also being shown on the Valuation Map No. V.18.5/1, said point also being designated as point number 14 as shown a plate entitled "Savage Stone LLC – Parcel A" and recorded among the land records of Howard County, Maryland as Plat No. 18010; thence binding reversely on said eighth and seventh line of said deed, and on said line of the railroad right-of-way, the following courses and distances:

1. by a non-tangent curve to the right having a radius of 683.78 feet and a length of 468.77, being subtended by a chord bearing North 33°14'49" West and a distance of 459.64 feet to a point of tangency; thence
2. North 13°36'32" West, as distance of 3,849.08 feet to a point at the southerly right-of-way line of Relocated Mission Road, as shown on a plat entitled "Savage Stone LLC – Parcel A" and recorded among the land records of Howard County, Maryland as Plat No. 18004; thence leaving said railroad right-of-way and running with and binding on the southerly side of said Relocated Mission Road, the following courses and distances
3. North 62°53'28" East, a distance of 67.47 feet to a point; thence
4. by a non-tangent curve to the left having a radius of 413.09 feet and a length of 648.85 feet, and being subtended by a chord bearing North 17°53'28" East 584.17 feet to a point of tangency; thence
5. North 27°06'32" West, a distance of 210.51 feet to a point of curvature; thence
6. by a tangent curve to the right having a radius of 353.07 feet and a length of 210.95 feet, being subtended by a chord bearing North 09°59'31" West 207.83 feet to a point; thence
7. North 82°52'11" West, a distance of 29.48 feet to a point on the 43rd or North 05°58'02" East, 341.78 foot line of Parcel Two as described in a deed from Kingdon Gould to Chase Limited Partnership, dated January 3, 1996 and recorded among the land records of Howard County, Maryland in liber 5867 at folio 368; thence binding on the

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remainder of said line, and along the 44th through 66th lines of said deed, the following courses and distances

8. North 05°58'01" East, a distance of 182.09 feet to a point; thence
9. North 04°22'27" East a distance of 230.30 feet to a point; thence
10. North 13°23'17" West a distance of 307.92 feet to a point; thence
11. North 04°13'31" East, a distance of 117.91 feet to a point; thence
12. North 22°04'08" East a distance of 40.44 feet to a point; thence
13. South 71°56'37" East a distance of 15.45 feet to a point; thence
14. North 28°39'01" East a distance of 98.90 feet to a point; thence
15. North 50°05'48" East a distance of 100.13 feet to a point; thence
16. North 52°57'32" East a distance of 350.00 feet to a point; thence
17. North 60°33'13" East, a distance of 151.33 feet to a point; thence
18. North 72°25'08" East, a distance of 159.09 feet to a point; thence
19. North 79°31'25" East, a distance of 117.48 feet to a point; thence
20. North 08°56'59" West, a distance of 60.39 feet to a point; thence
21. South 79°31'25" West, a distance of 76.60 feet to a point; thence
22. North 23°00'18" West, a distance of 61.85 feet to intersect the southerly side of Interstate 95 John F. Kennedy Memorial Highway; thence binding on and running with said right of way for the following two (2) courses
23. North 58°40'10" East, a distance of 70.35 feet to a point; thence
24. North 52°57'32" East, a distance of 30.08 feet to a point; thence departing said right of way
25. South 08°56'59" East, a distance of 123.59 feet to a point; thence
26. North 81°05'48" East, a distance of 19.98 feet to a point; thence
27. South 89°21'14" East, a distance of 215.45 feet to a point; thence
28. North 08°56'59" West, a distance of 262.77 feet to intersect the southerly side of Interstate 95 John F. Kennedy Memorial Highway; thence
29. North 58°40'10" East, a distance of 116.84 feet to a point; thence
30. North 52°57'32" East, a distance of 2,550.00 feet to a point; thence departing said I-95 and running along a part of the 67th line of said deed
31. North 62°15'08" East, a distance of 232.25 feet to a point; thence leaving said line
32. South 27°57'36" East, a distance of 150.49 feet to a point at the beginning of the 83rd line of said deed; thence binding on said 83rd line through the 89th line
33. South 12°36'10" East, a distance of 1,291.64 feet to a point; thence
34. South 83°13'02" West. A distance of 204.27 feet to a point; thence

35. South 07°45'39" East, a distance of 335.21 feet to a point; thence
36. South 88°28'35" West, a distance of 324.89 feet to a point; thence
37. South 40°03'43" West, a distance of 729.07 feet to a point; thence
38. South 65°15'09" West, a distance of 108.00 feet to a point; thence
39. North 83°48'39" West, a distance of 60.00 feet to a point; thence leaving said 89th line
40. South 14°59'49" West, a distance of 33.68 feet to a point at the end of the North 22 ½° West 8 perch line of the secondly described parcel of land in a deed from Marriott Corporation to Chase Limited Partnership, dated July 8, 1988 and recorded among the lands of Howard County, Maryland in Liber CMP 2962 at Folio 342; thence binding reversely on said line, and on the 6th and 1st lines of the firstly described parcel of land as described in said deed from Marriott to Chase
41. South 26°53'50" East, a distance of 860.23 feet to a point at the beginning of the 92nd or South 27°02'00" East 658.37 foot line of aforesaid Parcel Two of said deed from Gould to Chase; thence binding on said line, and on the 93rd through 95th line, and on the first line
42. South 27°02'00" East, a distance of 658.37 feet to a point; thence
43. North 84°17'45" East, a distance of 59.06 feet to a point; thence
44. South 29°44'23" West, a distance of 593.82 feet to a point; thence
45. South 85°16'20" East, a distance of 948.37 feet to intersect the northwesterly line of Washington Boulevard US Route 1; thence running with and binding on said Washington Boulevard US Route 1
46. South 29°38'34" West, a distance of 415.45 feet to a point; thence departing said US Route 1 and binding on the second line, and on the eighth through 14th line of said parcel
47. South 30°44'25" West, a distance of 1,995.36 feet to a point; thence
48. South 71°50'46" West, a distance of 1,058.69 feet to a point; thence
49. South 25°24'44" East, a distance of 114.49 feet to a point; thence
50. South 56°58'29" West, a distance of 746.20 feet to a point; thence
51. South 48°06'30" East, a distance of 342.17 feet to a point; thence
52. South 36°56'51" West, a distance of 209.64 feet to a point; thence
53. South 48°09'30" East, a distance of 439.81 feet to intersect the said Northwesterly side of US Route 1 and a point at the beginning of the 15th line of said parcel; thence running with part of said 15th line
54. South 38°20'03" West, a distance of 624.96 feet to a point at the end of the 10th or South 87°14'51" East 106.25 foot line of the aforesaid Parcel A in said deed from Columbia Industrial Development Corporation and The Baltimore and Ohio Railroad Company; thence departing said US Route 1 and binding reversely on said 10th and the ninth line of said deed

55. North 87°14'51" West, a distance of 106.25 feet to a point; thence

56. South 37°02'43" West, a distance of 67.00 feet to the point of beginning.

CONTAINING 17,619,584 square feet or 404.49 acres of land, per my calculation. Area includes a portion of Mission Road that appears to be maintained by Howard County.

SAVING AND EXCEPTING the land known as "Ridgely's Run Community Center" as recorded among the Land Records of Howard County in Plat Book MDR 17927-17928.

BEING a part of the same land as described in a deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368.

ALSO BEING a part of the land as described in a deed from Marriott Corporation to Chase Limited Partnership, by deed dated July 8, 1988 and recorded among the land records of Howard County, Maryland in Liber CMP 1851 at Folio 342.

This land description was prepared from deeds, plats, and other documents of record, and is not the result of a field run boundary survey.

Part 2: (Tax Map 43, P/O Parcel 235)

BEGINNING FOR THE SAME at a point located at the beginning of the 36th or North 27°56'47" West 351.12 foot line of a Parcel Two as described in deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368; thence running with the 36th through the 41st lines of said deed, the following courses and distances with all bearings herein being referenced to said deed

1. North 27°56'47" West, a distance of 351.12 feet to a point; thence
2. North 34°18'20" West, a distance of 983.47 feet to a point on the southeasterly right-of-way line of Interstate 95 as shown on SHA Plat No. 34765; thence binding on said Interstate 95
3. North 52°57'32" East, a distance of 850.58 feet; thence departing said right-of-way
4. South 29°29'40" East, a distance of 568.92 feet to a point; thence
5. North 89°15'59" East, a distance of 295.53 feet to a point; thence
6. by a non-tangent curve to the right having a radius of 413.06 feet and a length of 102.95 feet, and being subtended by a chord bearing South 08°30'16" East 102.68 feet to a point on the westerly right-of-way line of Relocated Mission Road, 60 feet wide, being described in a deed from Columbia Industrial Development Corporation to The Real Estate and Improvement Company of Baltimore City in a deed dated September 18, 1969 and recorded among the land records of Howard County,

Maryland in liber 559 at folio 529; thence binding on said westerly side of said Mission Road, the following four (4) courses and distances

7. by a tangent curve to the left having a radius of 413.05 feet and a length of 82.66 feet, and being subtended by a chord bearing South 21°22'34" East 82.52 feet to a point of tangency; thence
8. South 27°06'32" East, a distance of 210.51 feet to a point; thence
9. by a tangent curve to the right having a radius of 353.06 feet and a length of 554.59 feet, being subtended by a chord bearing South 17°53'28" West 499.31 feet to a point of tangency; thence
10. South 62°53'28" West, a distance of 396.80 feet; thence
11. South 27°06'32" East, a distance of 19.83 feet to a point in the bed of said Mission Road; thence
12. South 59°51'26" West, a distance of 207.37' to the point of beginning.

CONTAINING 1,239,384 square feet or 28.452 acres of land, per my calculation.

BEING a part of the same land as described in a deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368.

This land description was prepared from deeds, plats, and other documents of record, and is not the result of a field run boundary survey.

Part 3: (Tax Map 47, P/O Parcel 48 (Lots 1-3))

BEGINNING FOR THE SAME at a point formed by the intersection of the northwesterly side of Pine Road, 40' wide, and the Northeasterly side of Jones Road, 40' wide, as shown on a plat entitled "Nordau Subdivision" and recorded among the land records of Howard County, Maryland in Plat Book 3, Page 51; thence running with and binding on the northwesterly side of said Pine Road with all bearings herein being referenced to an assumed datum

1. North 41°57'03" East, a distance of 1224.45 feet to a point on the northerly side of said Pine Road, thence running with the northerly side of Lot 3, as shown on said plat
2. South 61°21'22" West, a distance of 1088.73 feet to a point on the northeasterly side of Jones Road, 40 feet wide, as shown on said "Nordau Subdivision" plat, thence binding on said Jones Road, and on the westerly lines of lots 1, 2, and 3 as shown on said plat
3. South 28°57'28" East, a distance of 382.78 feet to the point of beginning.

CONTAINING 208,368 square feet or 4.784 acres of land, per my calculations.

BEING all of the same lands designated as Lots 1, 2, and 3 in Section E-2 as shown on a plat entitled "Nordau Subdivision" and recorded among the land records of Howard County, Maryland in Plat Book 3, Page 51.

This land description was prepared from deeds, plats, and other documents of record, and is not the result of a field run boundary survey.

Part 4: (Tax Map 47, P/O Parcel 384, Tax Map 43, P/O Parcel 235, and Tax Map 48, P/O Parcel 1)

BEGINNING FOR THE SAME at an iron pipe found at the end of the third or South 43°15'56" West 1366.74 foot line of Tract Seven as described in a deed from James P. Parker, et al to BA Associates Limited Partnership dated January 7, 1982 and recorded among the land records of Howard County, Maryland in liber CMP 1093 at folio 165; thence departing said iron pipe so fixed with all bearings herein being referenced to the Maryland Coordinate System

1. North 47°30'15" West, a distance of 1,050.07 feet to a point on the southeasterly side of Pine Road, 40 feet wide, as shown on a plat entitled, "Nordau Subdivision," dated August 15, 1949 and recorded among the Land Records of Howard County, Maryland in Plat Book 3, Page 51; thence running with and binding on the southeasterly side of said Pine Road

2. North 41°57'03" East, a distance of 1906.65 feet, passing over an iron pipe found at 680.60 feet, to the beginning of the 23rd or North 50°48'56" West 1222.01 feet line of Parcel Two as described in a deed from Kingdon Gould to Chase Limited Partnership, dated January 3, 1996 and recorded among the said land records in liber 5867 at folio 368; thence running with on a portion of said 23rd line

3. North 50°29'20" West, a distance of 38.35 feet to a point; thence departing said line and running for new lines of division, the following courses and distances

4. North 41°54'40" East, a distance of 424.13 to a point on the westerly right-of-way line of a future road, 80 feet wide; thence binding on said future road, the following courses and distances

5. by a tangent curve to the left having a radius of 590.00 feet and a length of 161.61 feet and being subtended by a chord bearing South 20°04'19" West 161.10 feet to a point of tangency; thence

6. South 27°66'09" East, a distance of 106.76 to a point; thence

7. by a tangent curve to the right having a radius of 585.00 feet and a length of 457.90 feet, and being subtended by a chord bearing South 05°29'44" East 446.30 feet to a point of tangency; thence

8. South 16°55'41" West, a distance of 262.07 feet to a point; thence departing said future road

9. North 76°09'15" West, a distance of 173.89 feet to a point; thence

10. North 05°35'58" East, a distance of 65.19 feet to the end of the 9th or South 56°33'49" west 239.80 feet line of a conveyance from Chase Manhatten Mortgage and Realty Trust to Howard County, Maryland dated February 16, 1979 as recorded among said land records in Liber CMP 930 Folio 447; thence running with said 9th line

11. North 56°33'48" East, a distance of 206.06 feet to a point; thence departing said 9th line and running for new lines of division

12. North 16°55'41" East, a distance of 48.82 feet to a point; thence

13. by a tangent curve to the left having a radius of 530.00 feet and a length of 35.46 feet, being subtended by a chord bearing North 15°00'40" East 35.46 feet to intersect the 8th line of the lastly mentioned conveyance; thence running with said 8th line in part

14. North 33°26'12" West, a distance of 301.78 feet to a point; thence departing said 8th line and running for new lines of division

15. North 78°26'12" West, a distance of 81.99 feet to a point; thence

16. South 56°33'48" West, a distance of 151.77 feet to a point; thence

17. by a tangent curve to the left having a radius of 125.00 feet and a length of 338.60 feet, being subtended by a chord bearing South 21°01'57" East 244.17 feet to intersect the 2nd of South 24°18'46" East 955.95 feet line of the firstly mentioned conveyance; thence running with said 2nd line in part and the westerly side of a 20' right of way

18. South 24°15'45" East, a distance of 109.66 feet to a point; thence departing said 2nd line and running for new lines of division

19. South 05°35'58" West, a distance of 155.06 feet to a point; thence

20. South 76°08'62" East, a distance of 215.27 feet to a point on said westerly right-of-way line of the proposed Mission Road; thence binding on said right-of-way line, the following courses and distances

21. by a non-tangent curve to the left having a radius of 390.00 feet and a length of 173.02 feet, being subtended by a chord bearing South 00°33'06" West 171.60 feet to intersect the seventh or South 15°42' West 903.70 feet line of a 20 foot wide right-of-way as described in a deed from Jack B. Barton et. ux. to Nubide Corporation dated

January 29, 1968 and recorded among the said land records in liber CMP 482 at folio 111; thence running with said seventh, eighth, and ninth line of the lastly mentioned conveyance

22. South 24°15'45" East, a distance of 325.41 feet to a point; thence

23. South 59°36'17" West, a distance of 20.28 feet to the beginning of the aforesaid third line of said Tract Seven of the aforesaid deed from Parker to BA Associates; thence running with said third line

24. South 42°48'38" West, a distance of 1,364.84 feet to the point of beginning.

CONTAINING 1,859,447 square feet or 42.69 acres of land, per my calculation.

BEING a part of the same land as described in a deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368.

ALSO BEING a part of Tract Seven as described in a deed from James P. Parker, et al to BA Associates Limited Partnership dated January 7, 1982 and recorded among the land records of Howard County, Maryland in liber CMP 1093 at folio 165.

ALSO BEING a part of the land described in a deed from Chase Manhattan Mortgage and Realty Trust to Howard County, Maryland dated February 16, 1979 and recorded among the land records of Howard County, Maryland in liber CMP 930 at folio 447.

ALSO BEING a part of the land described in a deed from Nubide Corporation to Columbia Industrial Development Corporation dated May 13, 1969 and recorded among the land records of Howard County, Maryland in liber CMP 509 at folio 293.

This land description was prepared with the benefit of a field run boundary survey by CNA, LLC and describes future lines of division as depicted on acquisition documents approved by the county and to be recorded in the Howard County land records.

Part 5: (Tax Map 43, P/O Parcel 235, Tax Map 48, P/O Parcel 1, and Tax Map 48, P/O Parcel 548 (Parcel B))

BEGINNING FOR THE SAME at a point on the northerly right-of-way line of Baltimore-Washington Boulevard (U.S. Route 1) , variable width, said point also being at the end of the first or South 38°17'33" West 150.00 feet line of Parcel A as described in a deed from Columbia Industrial Development Corporation and The Baltimore and Ohio Railroad Company, dated October 1, 1970 and recorded among the land records of Howard County, Maryland in liber 545 at folio 52; thence running with and binding on the Northwesterly side of US Route 1, Baltimore Washington Blvd, the following courses and distances

1. South 38°20'02" West, a distance of 258.41 feet to a point; thence departing said Baltimore-Washington Boulevard, and running with and binding on the easterly right-of-way line of future road, the following courses and distances
2. South 88°20'08" West, a distance of 35.42 feet to a point; thence
3. by a non-tangent curve to the right having a radius of 1,556.27 feet and a length of 727.71 feet, being subtended by a chord bearing North 30°37'09" East 721.10 feet to a point; thence
4. by a non-tangent curve to the right having a radius of 310.00 feet and a length of 69.08 feet, being subtended by a chord bearing North 10°32'39" West 68.94 feet to point of tangency; thence
5. North 16°55'41" East, a distance of 287.16 feet to a point; thence
6. by a tangent curve to the left having a radius of 665.00 feet and a length of 520.52 feet, being subtended by a chord bearing North 05°29'44" West 507.33 feet to a point of tangency; thence
7. North 27°55'09" West, a distance of 106.76 feet to a point; thence
8. by a tangent curve to the right having a radius of 510.00 feet and a length of 200.27 feet, being subtended by a chord bearing North 16°40'10" West 198.99 feet to a point; thence departing said future right-of-way of the future road
9. North 41°54'40" East, a distance of 132.80 feet to intersect the westerly side of a CSX Railroad right of way; thence binding on said CSX Railroad right of way
10. South 13°38'02" East, a distance of 1,116.13 feet to a point; thence
11. by a tangent curve to the left having a radius of 749.78 feet and a length of 514.01 feet, being subtended by a chord bearing South 33°16'24" East 504.00 feet to a point; thence
12. South 37°01'13" West, a distance of 47.00 feet to a point; thence
13. South 12°04'48" East, a distance of 106.88 feet to the point of beginning.

CONTAINING 362,152 square feet or 8.314 acres of land, per my calculation.

BEING a part of the same land as described in a deed from Kingdon Gould, Trustee to Chase Limited Partnership, by deed dated January 3, 1996 and recorded among the Land Records of Howard County in Liber MDR 5867 at Folio 368.

This land description was prepared with the benefit of a field run boundary survey by CNA, LLC and describes future lines of division as depicted on acquisition documents approved by the county and to be recorded in the Howard County land records.

This description and the related field work was prepared by me or under my direct supervision in accordance with the requirements of COMAR Title 9 Department of Labor and Licensing, and Regulations Subtitle 13, Minimum Standards of Practice as adopted in February of 2017.

12-12-

Joseph E. Filippone II
Maryland Professional Land Surveyor No. 21212
Expiration Date: 1/22/2020

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EXHIBIT B

PLANNING BOARD DECISION AND ORDER

See attached.

LEGEND

LANDS N/F OF CHASE LAND, LLC, AND/OR ANNAPOLIS JUNCTION HOLDINGS, LP

CSX RAILROAD PROPERTY

MAP/PARCEL TABLE

PART 1

TAX MAP 43 PARCELS 485, 224, 749 (LOTS 1 & 2), P/O PARCEL 235, AND PARCEL 234 (PARCEL A)

PART 2

TAX MAP 43 P/O PARCEL 235

PART 3

TAX MAP 47 P/O PARCEL 48 (LOTS 1–3)

PART 4

TAX MAP 47 P/O PARCEL 384, TAX MAP 43 P/O PARCEL 235, AND TAX MAP 48 P/O PARCEL 1

PART 5

TAX MAP 43 P/O PARCEL 235, TAX MAP 48 P/O PARCEL 1, AND TAX MAP 48 P/O PARCEL 548 (PARCEL B)

NOTE: THE BEARINGS AND DISTANCES SHOWN HEREON WERE PREPARED FROM DEEDS, PLATS, AND OTHER DOCUMENTS OF RECORD, AND DO NOT REPRESENT A FIELD RUN BOUNDARY SURVEY.

L1	N 62°15'08" E 232.25'
L2	S 27°57'36" E 150.49'
L3	S 83°13'02" W 204.27'
L4	S 65°15'09" W 108.00'
L5	N 83°48'39" W 60.00'
L6	S 14°59'49" W 33.68'
L7	N 84°17'45" E 59.06'
L8	S 25°24'44" E 114.49'
L9	S 36°56'51" W 209.64'
L10	N 87°14'51" W 106.25'
L11	S 37°02'43" W 67.00'
L12	N 62°53'28" E 67.47'
L13	N 27°06'32" W 210.51'
L14	N 82°52'11" W 29.48'
L15	N 05°58'01" E 182.09'
L16	N 04°22'27" E 230.30'
L17	N 13°23'17" E 307.92'
L18	N 04°13'31" E 117.91'
L19	N 22°04'08" E 40.44'
L20	S 71°56'37" E 15.45'
L21	N 28°39'01" E 98.90'
L22	N 50°05'48" E 100.13'
L23	N 60°33'13" E 151.33'
L24	N 72°25'08" E 159.09'
L25	N 79°31'25" E 117.48'
L26	N 08°56'59" E 60.39'
L27	S 79°31'25" W 76.60'
L28	N 23°00'18" W 61.85'
L29	N 58°40'10" E 70.35'
L30	N 52°57'32" E 30.08'

architects

ape Architects
nental Engineers

838–1811

EXHIBIT TO ACCOMPANY
DESCRIPTION OF PROPERTY OF

CHASE LAND, LLC & ANNAPOLIS JUNCTION HOLDINGS, LP

6TH ELECTION DISTRICT

HOWARD COUNTY, MARYLAND

SCA
1
DRAW
KI
CHEC