

County Council Of Howard County, Maryland

2019 Legislative Session

Legislative Day No. 5

Resolution No. 49 -2019

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

A RESOLUTION approving and authorizing the execution of a Development Rights and Responsibilities Agreement by Chase Land, LLC, a Maryland Limited Liability Company, Annapolis Junction Holdings, LP, a Maryland Limited Partnership, and Howard County in accordance with Title 16, Subtitle 17 of the Howard County Code; authorizing the Executive to make changes to the Agreement, under certain conditions; authorizing the County Executive to execute the Agreement; and generally relating to the Agreement.

Introduced and read first time April 1, 2019.

By order

Jessica Feldmark
Jessica Feldmark, Administrator

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

By order

Jessica Feldmark
Jessica Feldmark, Administrator

This Resolution was read the third time and was Adopted , Adopted with amendments , Failed , Withdrawn , by the County Council on May 6, 2019.

Certified By

Jessica Feldmark
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.

1 **WHEREAS**, section 7-301 *et seq.* of the Land Use Article of the Maryland
2 Annotated Code (“State law”) grants Howard County the authority to establish
3 procedures and requirements for the consideration and execution of Development Rights
4 and Responsibilities Agreements; and

5
6 **WHEREAS**, the Howard County Council adopted Council Bill No. 4-2010 on
7 March 1, 2010, effective May 4, 2010, that enacted Sections 16.1700 *et seq.* of the
8 Howard County Code (the “County law”) authorizing the County to enter into such
9 Development Rights and Responsibilities Agreements; and

10
11 **WHEREAS**, on or about December 19, 2018, Chase Land, LLC, a Maryland
12 Limited Liability Company and Annapolis Junction Holdings, LP, a Maryland Limited
13 Partnership (collectively “Annapolis Junction”) petitioned the County to enter into a
14 Development Rights and Responsibilities Agreement; and

15
16 **WHEREAS**, Petitioner owns certain real property in Howard County, Maryland,
17 legally and/or equitably, more particularly identified on Exhibit A to the Proposed
18 Agreement (collectively, the “Petitioner Property”); and

19
20 **WHEREAS**, Howard County desires to acquire certain tracts or parcels of land
21 owned by Petitioner adjoining and/or vicinal to the Petitioner Property (the “County
22 Contract Property”) for purposes of the Howard County Board of Education’s
23 construction of one or more public schools and related uses, the County’s construction of
24 public roads, and a new public water storage facility and related appurtenances; and

25
26 **WHEREAS**, the Parties have entered into certain Purchase and Sale Agreements
27 as referred to in the Proposed Agreement for the acquisition of the County Contract
28 Property; and

29
30 **WHEREAS**, Chase Land, LLC, as successor by conversion to Chase Limited
31 Partnership, a Maryland limited partnership, is the owner of certain real property in

1 Howard County, Maryland forming a part of the Petitioner Property more particularly
2 shown on Howard County Tax Map 43, Block 19, as Parcel 234 and part of Parcel 235
3 (the “Quarry Property”), which Quarry Property is located vicinal to the County Contract
4 Property; and

5

6 **WHEREAS**, quarry operations are currently active on the Quarry Property in
7 accordance with Special Exception approvals obtained in 1997, pursuant to Howard
8 County Board of Appeals, Decision and Order dated April 24, 1997 in BA Case No. 95-
9 58E, as corrected by a Correction to Decision and Order dated July 11, 2000; and

10

11 **WHEREAS**, the Parties have negotiated the proposed Development Rights and
12 Responsibilities Agreement (the “Proposed Agreement”), substantially in the form
13 attached as Exhibit 1, which is intended to constitute a Development Rights and
14 Responsibilities Agreement as provided for in the State law and the County law for the
15 Petitioner Property; and

16

17 **WHEREAS**, in accordance with County law, a pre-submission community
18 meeting was held on ~~February~~ November 13, 2018; and

19

20 **WHEREAS**, the County has reviewed the petition and determined to accept the
21 petition and initiate the process of considering the Proposed Agreement; and

22

23 **WHEREAS**, on April 4, 2019, the Planning Board ~~will consider~~ considered
24 whether the Proposed Agreement is consistent with the General Plan and, in its
25 Recommendation dated April 18, 2019, the Planning Board found that the Proposed
26 Agreement is consistent with the General Plan; and

27

28 **WHEREAS**, the criteria set forth in County law have been met and the County
29 Executive may execute the Proposed Agreement.

30

1 **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard
2 County, Maryland this 6th day of May, 2019 that the Development Rights
3 and Responsibilities Agreement, substantially in the form attached as Exhibit 1, having
4 met the criteria set forth in Title 16, Subtitle 17 of the Howard County Code, is hereby
5 approved.

6
7 **AND BE IT FURTHER RESOLVED**, that the County Executive is hereby
8 authorized to execute the Development Rights and Responsibilities Agreement in the
9 name of and on behalf of the County.

10
11 **AND BE IT FURTHER RESOLVED**, by the County Council of Howard
12 County, Maryland that the County Executive, prior to execution and delivery of the
13 Development Rights and Responsibilities Agreement, may make such changes or
14 modifications to the Agreement as he deems appropriate in order to accomplish the
15 purpose of the transactions authorized by this Resolution, provided that such changes or
16 modifications shall be within the scope of the transactions authorized by this Resolution;
17 and the execution of the Agreement by the County Executive shall be conclusive
18 evidence of the approval by the County Executive of all changes or modifications to the
19 Agreement, and the Agreement shall thereupon become binding upon the County in
20 accordance with its terms.

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 the Howard County Board of Education's construction of one or more public schools and uses related thereto, and Howard County's construction of 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. As established by the Board of Appeals, the Special Exception Approval is subject to renewal five years from the date of approval of the final site development plan for the project, and every five years thereafter, in accordance with Section 131.0.H.2 of the Zoning Regulations, except that the Special Exception Approval shall terminate without right of renewal 25 years from the date on which all necessary excavation permits for the project were obtained; provided, however, that Howard County acknowledges and agrees that Petitioner shall have the right to seek a new conditional use approval from the applicable authorities in order to continue the Quarry use beyond such date.

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 December 19, 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 an advisory 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 recommendation of 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 Sections 4.1.A and 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, to the extent permitted by law, 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; provided, however, that the foregoing shall not be construed so as to prevent Howard County from enforcing the Special Exception Approval and 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 Sections 4.1.A and 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, to the extent permitted by law, 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; provided, however, that the foregoing shall not be construed so as to prevent Howard County from enforcing 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, except as provided in Sections 4.1.A and 4.1.C of this Agreement.

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 Howard County Board of Education's construction and operation of one or more public schools and uses related thereto, and Howard County's construction of 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. To the extent permitted by law, 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 shall at no time take any position, written or oral, contrary to its determination contained in this Section 1.6, except as permitted by and provided for in Sections 4.1.A and 4.1.C of this Agreement.

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.

1.8. Exceptions. Notwithstanding anything in this Agreement to the contrary, Petitioner and Howard County acknowledge and agree that the Quarry Property and the Undeveloped Petitioner Property shall be required to comply with (A) the Adequate Public Facilities Act of Howard County; (B) the Subdivision and Land Development Regulations of Howard County, Maryland; (C) the Forest Conservation Act of Howard County; (D) any applicable fees, charges,

and taxes concerning use, development, or redevelopment of the property or building and other permitting processes; (E) the Scenic Roads Act; (F) the Howard County Moderate Income Housing Unit program; (G) the Howard County Storm Water Management requirements including but not limited to the Engineering Manual Volume I as modified due to changes in State and/or federal requirements; (H) the Howard County Park Land, Open Space, and Natural Resources Regulation; and (I) any local law relating to the safety of buildings including but not limited to Title 3 of the Howard County Code, as any of (A) through (I) of this Section 1.8 may then be in effect at the time of any development or redevelopment of the Undeveloped Petitioner Property and/or any redevelopment of the Quarry Property during the term of this Agreement; provided, however, that the provisions of this Section 1.8 shall not apply to, and the Quarry Property and the Undeveloped Petitioner Property shall not be required to comply with, any legislative, executive, or quasi-judicial action passed or enacted after the Effective Date of this Agreement that specifically affects or targets, or could reasonably be construed to specifically affect or target, the Quarry Property, and/or the Undeveloped Petitioner Property, and/or quarries or quarry properties generally.

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. Howard County agrees that, to the extent permitted by law, 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. Petitioner

agrees that all obligations assumed by it under this Agreement shall be binding on it and its 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 and may seek any other rights and remedies available to Howard County at law or in equity, 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.

5.7.1 Definition of laws, rules, regulations, and policies. Unless otherwise

expressly provided herein, the terms laws, rules, regulations, and policies shall refer solely to those enacted or adopted by Howard County, Maryland, and not to laws, rules, regulations, and policies of the State of Maryland, United States of America, or any other agency or public body with authority to adopt or enforce applicable laws, rules, regulations, and policies.

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:

Lonnie R. Robbins
Chief Administrative Officer

BY: _____(SEAL)
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.

EXHIBIT B

PLANNING BOARD RECOMMENDATION

See attached.



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

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 $87^{\circ}14'51''$ West, a distance of 106.25 feet to a point; thence
56. South $37^{\circ}02'43''$ 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 $27^{\circ}56'47''$ 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 $27^{\circ}56'47''$ West, a distance of 351.12 feet to a point; thence
2. North $34^{\circ}18'20''$ 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 $52^{\circ}57'32''$ East, a distance of 850.58 feet; thence departing said right-of-way
4. South $29^{\circ}29'40''$ East, a distance of 568.92 feet to a point; thence
5. North $89^{\circ}15'59''$ 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 $08^{\circ}30'16''$ 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 Manhattan 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.

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



I:\CNA\Drive3\Survey\13000\13066 Mission Road\Documents\Land Descriptions\2018\DRRA Agreement\Combined\13066_CombinedDescription_11-27-18.doc

1 CHASE LAND, LLC AND * BEFORE THE
 2 ANNAPOLIS JUNCTION HOLDINGS, LP * PLANNING BOARD OF
 3 PETITIONER * HOWARD COUNTY, MARYLAND
 4 *
 5 DEVELOPMENT RIGHTS AND *
 6 RESPONSIBILITIES AGREEMENT *

7 * * * * *

8 **MOTION:** *To recommend to the County Council that the Development Rights and*
 9 *Responsibilities Agreement for the Chase Quarry is consistent with the General*
 10 *Plan, PlanHoward 2030.*

11 **ACTION:** *Recommended approval; Vote 5-0.*

12 * * * * *

13 On April 4, 2019, the Planning Board of Howard County, Maryland, considered the petition of Chase
 14 Land, LLC and Annapolis Junction Holdings, LP for a proposed Development Rights and Responsibilities
 15 Agreement (DRRA) for the Chase Quarry property.

16 The Planning Board considered the petition, the Department of Planning and Zoning (DPZ)
 17 Technical Staff Report and Recommendation and public testimony. DPZ recommended a finding of General
 18 Plan consistency between the DRRA and PlanHoward 2030.

19 The Petitioner was represented by Sang Oh, Esquire. Mr. Oh provided a brief overview of the DRRA
 20 and development approvals for the Chase Quarry property.

21
 22 Testimony

23
 24 Three individuals provided public testimony on the merits of the Development Rights and
 25 Responsibilities Agreement.

26 Ms. McKirahan, representing the community group “Why Not Jessup,” provided testimony in support
 27 of the DRRA citing that the agreement provides school facilities, public improvements, and other community
 28 benefits.

29 Mr. Hurewitz provided testimony in opposition to the DRRA, expressing concerns related to county
 30 regulations, prior approvals and permits for the quarry, and General Plan policies for community design.

31 Ms. Wald provided testimony in favor of the DRRA stating that it allows continuing the quarry’s
 32 operations, which provides public benefits, and the ability to develop the property at a future time.

33
 34 Board Discussion and Recommendation

35
 36 In work session, one Board member commented that the purpose of the DRRA is to provide

1 agreement on the future development of a property and the rights of each party. The owner is seeking to
2 secure the use of their property now while preserving future redevelopment rights, which are not presently
3 known. The Board concluded that the agreement is supported by General Plan policies cited in the Technical
4 Staff Report.

5 One Board member commented that the DRRA supports long range planning efforts for the area by
6 incorporating connectivity and public infrastructure for future development. It was also noted that the Howard
7 County Public School System Board had already chosen the school site and site selection is not a factor the
8 Board is asked to consider.

9 Another Board member clarified that the approval of a final DRRA was the responsibility of the
10 County Council and Executive.

11 Several board members commented that that the DRRA is consistent with the General Plan. One
12 Board member specifically noted that the DRRA includes the ability to apply regulatory changes for the
13 safety and welfare of the county.

14 Based on the information presented, and the Board's discussion, Mr. Coleman made a motion that the
15 Planning Board recommend finding the DRRA consistent with the General Plan. Mr. McAliley seconded the
16 motion, which passed 5-0.

17 For the foregoing reasons, the Planning Board of Howard County, Maryland, on this 18th day
18 of April 2019, recommends to the County Council that Development Rights and Responsibilities
19 Agreement, as described above, be APPROVED.

20
21 HOWARD COUNTY PLANNING BOARD

22 Phillips Engelke /sk
23 Phillips Engelke, Chair

24 Erica Roberts /sk
25 Erica Roberts, Vice-chair

26 Delphine Adler
27 Delphine Adler

28 Ed Coleman /sk
29 Ed Coleman

30 Kevin McAliley /sk
31 Kevin McAliley

32 ATTEST:

33 Valdis Lazdins
34 Valdis Lazdins, Executive Secretary