

County Council Of Howard County, Maryland

2010 Legislative Session

Legislative Day No. 8

Resolution No. 103-2010

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 and between Camilla Carroll and Philip D. Carroll and Howard County, Maryland in accordance Title 16, Subtitle 17 of the Howard County Code.

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Introduced and read first time July 6, 2010.

By order Stephen LeGendre  
Stephen LeGendre, Administrator

Read for a second time at a public hearing on July 19, 2010.

By order Stephen LeGendre  
Stephen LeGendre, Administrator

This Resolution was read the third time and was Adopted , Adopted with amendments , Failed , Withdrawn , by the County Council on July 29, 2010.

Certified By Stephen LeGendre  
Stephen LeGendre, 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**, Article 66B, § 13.01 of the Maryland Annotated Code grants  
2 Howard County the authority to establish procedures and requirements for the  
3 consideration and execution of Development Rights and Responsibilities Agreements;  
4 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 authorizing the County to enter into Development Rights and  
9 Responsibilities Agreements; and

10  
11           **WHEREAS**, a Development Rights and Responsibilities Agreement (the  
12 “Agreement”) between Camilla Carroll and Philip D. Carroll (collectively, the  
13 “Carrolls”) and Howard County, substantially in the form attached to this Resolution as  
14 Exhibit A, is intended to constitute a Development Rights and Responsibilities  
15 Agreement as provided for in Article 66B and the Howard County Code; and

16  
17           **WHEREAS**, the Carrolls own certain real property in Howard County, Maryland,  
18 described on Howard County Tax Map No. 2523, Parcel 71 consisting of approximately  
19 892.6 acres (“Doughoregan” or “Property”), as shown on Exhibit 1 to the Agreement;  
20 and

21  
22           **WHEREAS**, the home on the Property, Doughoregan Manor, was the country  
23 home of Charles Carroll of Carrollton; a planter, landowner, politician, United States  
24 Senator, and the only Roman Catholic signer of the Declaration of Independence; and

25  
26           **WHEREAS**, Charles Carroll of Carrollton was the last surviving signer of the  
27 Declaration of Independence and is buried in the family chapel attached to the north end  
28 of the Manor; and

29  
30           **WHEREAS**, Doughoregan Manor is the only home of a signer of the Declaration  
31 of Independence that is still in family ownership; and

1           **WHEREAS**, as part of a comprehensive, multi-part strategy for the preservation  
2 of Doughoregan, 75 acres are already protected in a permanent preservation easement;  
3 and  
4

5           **WHEREAS**, by passage of Council Bill No. 32-2010, the County is authorized to  
6 enter into an Installment Purchase Agreement to acquire a permanent agricultural land  
7 preservation easement on 500 acres at Doughoregan; and  
8

9           **WHEREAS**, the Carrolls are in the process of developing a strategy for  
10 preserving the approximately 90-acre historic core that includes the Manor House and  
11 numerous historic outbuildings; and  
12

13           **WHEREAS**, the Carrolls intend to develop approximately 221.1 acres of  
14 Doughoregan with not more than 325 single family detached residential dwelling units,  
15 substantially in the manner as set forth in Exhibit 2 to the Agreement; and  
16

17           **WHEREAS**, also as part of the Agreement, the Carrolls are offering to donate  
18 approximately 36 acres as an addition to the Kiwanis-Wallis Park; and  
19

20           **WHEREAS**, on or about March 19, 2010, the Carrolls petitioned Howard County  
21 to enter into the Agreement; and  
22

23           **WHEREAS**, pursuant to Section 16.1704 of the Howard County Code, on or  
24 about April 1, 2010, Howard County accepted the Carroll's petition and initiated the  
25 process of considering a Development Rights and Responsibilities Agreement; and  
26

27           **WHEREAS**, pursuant to Section 16.1704(b)(2) of the Howard County Code, the  
28 Agreement was referred to the Howard County Planning Board for a determination of  
29 whether the Agreement is consistent with the 2000 General Plan, as amended; and  
30

1           **WHEREAS**, at a public meeting held on June 17, 2010, the Howard County  
2 Planning Board determined that the Agreement was consistent with the General Plan and  
3 a copy of the determination by the Howard County Planning Board is attached to the  
4 Agreement as Exhibit 5; and

5  
6           **WHEREAS**, a public hearing was held before the County Council on July 19,  
7 2010; and

8  
9           **WHEREAS**, the criteria set forth in Title 16, Subtitle 17 of the Howard County  
10 Code have been met and the County Executive may execute the Agreement.

11  
12           **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard  
13 County, Maryland this 29<sup>th</sup> day of July, 2010 that the Development Rights  
14 and Responsibilities Agreement, substantially in the form attached as Exhibit A, having  
15 met the criteria set forth in Title 16, Subtitle 17 of the Howard County Code is hereby  
16 approved.

17  
18           **AND BE IT FURTHER RESOLVED**, that the County Executive is hereby  
19 authorized to execute the Development Rights and Responsibilities Agreement in the  
20 name of and on behalf of the County.

## EXHIBIT A

### DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT

THIS DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this "Agreement"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between CAMILLA CARROLL and PHILIP D. CARROLL, individuals, (collectively referred to as the "Carrolls") and HOWARD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland ("Howard County"). The Carrolls and Howard County are hereinafter referred to collectively as the "Parties".

#### RECITALS

1. Maryland law, Article 66B, § 13.01 of the Maryland Annotated Code ("Article 66B"), grants Howard County the authority to establish procedures and requirements for the consideration and execution of Development Rights and Responsibilities Agreements.
2. Howard County Council adopted Council Bill No. 4-2010 on March 1, 2010, effective May 4, 2010, creating Sections 16.1700 *et seq.* of the Howard County Code authorizing Howard County to enter into Development Rights and Responsibilities Agreements ("County Ordinance").
3. This Agreement is intended to constitute a Development Rights and Responsibilities Agreement as provided for in Article 66B and the County Ordinance.
4. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map No. 2523, Parcel 71 consisting of 892.6 AC ± as shown and described on the attached EXHIBIT 1 hereto and made part hereof ("Doughoregan" or "Property").
5. The Carrolls intend to develop a 221.1 AC ± portion of Doughoregan as depicted on the attached EXHIBIT 2 (the "Site") with not more than 325 single family detached residential dwelling units substantially in the manner as set forth in EXHIBIT 2 (the "Project"). A legal description of the Site is attached hereto as EXHIBIT 3.
6. The names of all parties having an equitable or legal interest in Doughoregan, including lien holders, are set forth in the title opinion letter, attached hereto as EXHIBIT 4, and made a part hereof.
7. On or about March 19, 2010, the Carrolls petitioned Howard County to enter into this Agreement.
8. On or about April 1, 2010, Howard County reviewed this petition and determined to accept this petition and initiate the process of considering a Development

Rights and Responsibilities Agreement.

9. This Agreement was negotiated between the Carrolls and the Howard County Executive.

10. This Agreement was referred to the Howard County Planning Board for determination of whether this Agreement is consistent with the 2000 General Plan as amended. At a public meeting held on June 17, 2010, the Howard County Planning Board determined that this Agreement was consistent with the General Plan. The determination by the Howard County Planning Board is attached hereto as **EXHIBIT 5**.

11. On July 19, 2010, the Howard County Council held a duly advertised public hearing on this Agreement in accordance with Howard County law, and approved this Agreement on July 29, 2010 by Council Resolution No. 103-2010.

12. Any other agreements between the Carrolls and Howard County, including a signed commitment letter dated May 18, 2010 for the sale of the development rights to 500 acres of the Property under the Howard County Agricultural Land Preservation Program (the "Commitment Letter"), a copy of which is attached hereto as **EXHIBIT 6**, an Option Agreement for Agricultural Preservation Easement for the portion of the Property in the Commitment Letter (the "Option Agreement"), a copy of which is attached hereto as **EXHIBIT 7**, remains in full force and effect and is 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, the Carrolls and Howard County hereby agree as follows:

ARTICLE I  
DEFINITIONS

1.1 Definitions. Unless otherwise defined in this Agreement, the following words, when used in this Agreement, shall have the following meanings:

A. "Agreement" means this Development Rights and Responsibilities Agreement.

B. "APFO Approval" means approval by Howard County Department of Planning and Zoning of applicable Adequate Public Facilities Ordinance tests for the Project or any portion thereof in accordance with the provisions of Section

16.1100 *et seq.* of the Howard County Code.

C. "Howard County" means Howard County, Maryland, a body corporate and politic.

D. "Carrolls" means Camilla Carroll and/or Phillip D. Carroll and/or their respective agents, purchaser(s), heir(s), assignee(s) or successor(s) in interest.

E. "Commitment Letter" means the executed letter dated ~~April 14~~ May 18, 2010 for the Carrolls' sale of the development rights on 500 acres of the Property in Howard County pursuant to the Agricultural Preservation Act. Upon the execution of this Agreement and the Option Agreement, notwithstanding paragraph 10 of the Commitment Letter, the obligations of the Parties shall be governed by this Agreement and the Option Agreement and binding subject to the provisions of these agreements.

F. "County Code" or "Howard County Code" means the Code of Howard County, Maryland and any other laws of Howard County including its regulations, resolutions, the Howard County Design Manual, master plan(s), design criteria or any other provision having the force and effect of law which are in effect on the Effective Date of this Agreement.

G. "County Ordinance" means Howard County Council Bill No. 4-2010 creating Sections 16.1700 *et seq.* of the Howard County Code and authorizing Development Rights and Responsibilities Agreements.

H. "Development Approval" means that final governmental approval of Subdivision Plat(s), Site Development Plans, Adequate Public Facilities Ordinance ("APFO") requirements, sewer and/or water approvals, as applicable, has been obtained for the Project or each respective portion and phase of the Project, and that all conditions of said approval have been satisfied with all applicable appeal period(s) having expired without the filing of any appeal, or, if an appeal(s) was filed, a final unappealable decision.

I. "DPZ" means the Howard County Department of Planning and Zoning.

J. "Effective Date of this Agreement" means the date the last party executes this Agreement.

K. "Improvements" means those improvements to be made to roads, sewer, water, storm water, and other facilities necessary to service the Project.

L. "Land Records" means the land records of Howard County, Maryland.

M. "Parkland" means the parcel which shall contain a total of thirty-six (36) acres of land, more or less, be adjacent to Kiwanis-Wallis Park and shall substantially conform to the area indicated on EXHIBIT 2, and shall be conveyed to the County by the Carrolls as set forth in Section 3.4 hereof.

N. "Phase" means any portion of the Project that has received Development Approval.

O. "Planning Board" means the Planning Board for Howard County Maryland.

P. "Property" means the Carroll's fee simple real property in Howard County, Maryland, shown on Howard County Tax Map No. ~~25~~ 23 as Parcel 71 consisting of 892.6 AC ± as shown and described on the attached EXHIBIT 1 hereto and made part hereof.

Q. "Site" means the 221.1 AC ± portion of the Property as depicted on the attached EXHIBIT 2 (the "Site") which shall be developed with not more than 325 single family detached residential dwelling units substantially in the manner as set forth in EXHIBIT 2 (the "Project"). A legal description of the Site is attached hereto as EXHIBIT 3.

R. "Subdivision Plat" means a final plat(s) of subdivision for the Project or any phase or portion thereof, prepared in accordance with the County Code and approved by DPZ and/or the Planning Board.

S. "Subdivision Regulations" means the Title 16, Subtitle 1 of the Howard County Code in effect on the Effective Date of this Agreement.

T. "Zoning Regulations" or "HCZR" means the Howard County Zoning Regulations in effect on the Effective Date of this Agreement.

## ARTICLE II

### ZONING, LIMITATIONS, PLAN APPROVALS AND PLAN CONSISTENCY

2.1 Zoning and Plan Designations. The Site is zoned R-ED on the Howard County Zoning Map. The Site is a) located within the Planned Service Area for Water



and Sewer as contained in the 2000 General Plan, as amended; and (b) designated as "Residential Areas" on Map 7-1 of the General Plan Policies Map 2000-2020, as amended. In the event that the zoning for the Site is no longer R-ED (or the subsequent equivalent of such zoning classification) or the Site is no longer within the Planned Service Area for Water and Sewer as contained in the 2000 General Plan or any subsequent Howard County General Plan, the obligations and responsibilities of the Parties in this Agreement shall terminate without further action.

2.2 Developable Area. The physical area of the Site that is available for development consists of those areas that are generally shown on the concept plan attached hereto as EXHIBIT 2. With the exception of the area of land described in the provisions of Section 3.4 below, the developable areas are intended to encompass all of the land areas of the Site which are not precluded from development by the Subdivision Regulations. The Parties acknowledge that the exact size, shape and configuration of one or more of these areas may be adjusted from the area shown on EXHIBIT 2 based on final surveying, engineering, and design of the Project. Except as provided in Section 8.1C of this Agreement, this developable area may not be expanded, reduced, limited or otherwise altered by any legislative, executive or quasi-judicial action of Howard County including, but not limited to, 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), which would result in a reduction of the developable areas of the Site.

2.3 Development Limitations. The permissible uses on the Site shall be limited to single-family detached housing units and uses accessory thereto under Section 107 of the Zoning Regulations. The development requirements of the Project, such as setbacks, lot area, building height, open space, lighting, and parking, will be subject to the provisions and limitations as set forth in the Zoning Regulations and other applicable provisions of the County Code.

A. The total density of residential development on the Site shall not exceed three hundred twenty-five (325) single-family detached dwelling units as defined in the Zoning Regulations. The Carrolls shall execute and record in the land records of Howard County a perpetual covenant to prohibit the construction of single-family attached dwelling units or apartment units on the site, and to prohibit the construction of more than 325 single-family detached units on the site. This covenant shall be made between the Carrolls and either Howard County, a homeowner's association of the site, or other community association, at the discretion of Howard County, within 90 days after Howard County exercises the option under Section 1.2 of the Option Agreement, unless such period is extended by Howard County.

B. The design of the Site, including the lots, roads and open spaces indicated thereon, shall substantially conform to the concept plan attached hereto as

EXHIBIT 2.

2.4 APFO Approval. The Carrolls shall be required to obtain APFO Approval for the ~~Project.~~ Project, for all aspects of the development of the Site, in all of its phases, for all APFO tests.

2.5 Other Development Approvals and Permits. All sections of the Project shall be required to obtain all applicable Development Approvals and all other applicable requirements of the County Code for land development, including but not limited to site improvement plans (for water, sanitary sewer, storm water management and storm drainage and sediment and erosion control improvements), forest conservation requirements, Subdivision Plat(s) including any required dedications of land consistent with the County Code, building permits, and occupancy permits. The Project shall also be required to obtain all applicable Maryland or federal approval(s) and permits.

2.6 Regulation and Master Plan Consistency. Howard County has determined that the Project and this Agreement are consistent with the Howard County General Plan. The Planning Board has determined that this Agreement is consistent with the Howard County General Plan.

2.7 Public Health, Safety and Welfare. Howard County has determined that development of the Project in accordance with the Zoning Regulations and County Code and the terms and provisions of this Agreement will ensure that the public health, safety and welfare of the citizens of Howard County are protected.

ARTICLE III

ROAD IMPROVEMENTS, SEWER IMPROVEMENTS,  
WATER IMPROVEMENTS AND OTHER COMMUNITY AMENITIES

3.1 Road Improvements.

A. APFO Required Road Improvements. The Carrolls shall be required, as a condition of APFO Approval, to make or contribute funds towards certain road improvements to serve the Project, and to convey any rights-of-way needed for the construction of the road improvements as required by APFO.

B. Road Connection to Burnside Drive. The Carrolls agree not to construct any roads that would connect the Site or any portion thereof to Burnside Drive. Furthermore, Howard County agrees to honor Howard County Council Resolution 43-1989's termination of Burnside Drive and, therefore, not require the connection of the Site to Burnside. Howard County shall, furthermore, neither exercise nor threaten to exercise its power of eminent domain so as to connect Burnside Drive to

the Site

1. In the event that some other governmental or regulatory agency would require an easement or other accommodation in order to facilitate emergency vehicle access to the Site, the Carrolls may propose an alternative plan to provide such access provided, however, that in no event shall the Carrolls provide for the aforementioned road connection to Burnside.

2. In furtherance of the action necessary to fulfill the intent of this Section 3.1.B, the Carrolls shall subdivide and create an open space lot comprising the land fronting on Burnside Drive (the "Burnside Drive Open Space Lot"). The Carrolls shall work with the residents of Ridge Lake and Chateau Ridge, including the Chateau Ridge Lake Community Association ("CRLCA"), to effect a transfer by deed for the fee simple interests to the Burnside Drive Open Space Lot ~~to the CRLCA and/or other~~ to an entity or individuals identified by Howard County ~~the CRLCA~~ for sum of one dollar (\$1.00). The transfer of the Burnside Drive Open Space Lot shall be submitted to DPZ with the final deed for the Subdivision Plat, and shall be recorded in the Land Records with the Subdivision Plat.

C. To further effect the purposes of the intent of this Section 3.1.B, the Carrolls shall ensure that the Subdivision Plat will create at least two (2) residential single-family detached lots near and impeding the terminus of Burnside Drive such that Burnside Drive could not be extended westward without the demolition of homes on these two or more lots.

### 3.2 Sewer Improvements.

A. The Parties agree with the goal of minimizing increases in wastewater flow and the nutrient concentration in wastewater directed to the Little Patuxent Wastewater Reclamation Plant as a condition of Development Approval. In furtherance of this obligation, the Carrolls agree to abide by the terms of the proposed plan of action as set forth in **Exhibit 8**. The Carrolls shall be responsible for the payment of costs for the construction of sewer utilities for the Project to achieve the goal. Such costs may include the wastewater facility design, engineering, testing, bonding and, if necessary, acquisition of off-site easements for the improvements determined appropriate by the wastewater flow study ("Wastewater Mitigation Cost") provided, however, that in no event shall the Carrolls be required to expend greater than One Million Dollars (\$1,000,000) for the Wastewater Mitigation Cost.

B. In addition to the Wastewater Mitigation Costs, the Carrolls shall construct and/or be obligated to incur the following improvements and/or costs:

1. Replacement and increase in sizing of portions of the existing eight (8) inch sewer line currently on the Site, which portions are determined in the reasoned

opinion of Howard County to be undersized;

2. Application, incorporation and payment of all fees for Metropolitan District incorporation, which application due to its ministerial nature shall be approved by Howard County.

C. No building permit(s) for residential dwelling unit(s) on the Site shall be issued until (i) Capital Project S-6274 is funded for construction and (ii) the existing sewer line improvements in Section 3.2.B.1 are completed. A grading permit shall not be construed to be a building permit.

3.3 Water Improvements. The Carrolls shall be required to make certain water improvements for the Project as a condition of Development Approval. The Carrolls shall be responsible for the payment of all construction of water utilities for the Project, to include site design, engineering, testing and bonding. Additionally, the Carrolls shall construct and incur the following improvements and costs:

A. All necessary permit approval(s);

B. Application, incorporation and payment of all fees for Metropolitan District incorporation, which application due to its ministerial nature shall be approved by Howard County.

3.4 Dedication of Land to Howard County. The Carrolls shall dedicate to Howard County a parcel of land on the east side of the Site for use as a County park or other public, recreational use determined by the County to best serve the interest of the public ("Parkland"). This parcel shall contain a total of thirty-six (36) acres of land, more or less, be adjacent to Kiwanis-Wallis Park and shall substantially conform to the area indicated on EXHIBIT 2. The conveyance of this parcel to the County shall be dedicated as Open Space in accordance with the County Code.

The timeline for dedication of this parcel to the County shall be as follows:

A. The Carrolls shall submit a proposed plat of the Parkland to DPZ within one hundred eighty (180) days after execution of this Agreement.

B. The Carrolls shall convey the deed for the Parkland to Howard County with the submission of the first Subdivision Plat for County signature and recordation in accordance with the Subdivision Regulations following the fulfillment of the Conditions Precedent of section 1.2 of the Option Agreement. In the alternative, the

Carrolls may in their sole discretion deed the Parkland to Howard County in any legal manner as directed by Howard County.

C. The Parkland to be conveyed to Howard County shall be eligible to be treated in accordance with the provisions of the HCZR and/or County Code as Open Space and is eligible to be included toward satisfaction of subdivision, site plan and/or other Development Approval requirements.

ARTICLE IV  
PRESERVATION OF AGRICULTURAL LANDS AND  
LIMITATIONS ON DEVELOPMENT

Agricultural Preservation. The Carrolls have agreed to place an agricultural land preservation easement on approximately 500 acres of the Property in accordance with Howard County's Agricultural Land Preservation Program pursuant to the terms of the Commitment Letter and the Option Agreement. A legal description of the 500 acres is attached hereto as **EXHIBIT 9**. Nothing in this Agreement shall be construed to supersede either the Carrolls' or Howard County's obligations under the Option Agreement.

4.1

- A. 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 does not exercise its option under the Option Agreement
- B. Prior to Howard County's exercise of its option under the Option Agreement, The Carrolls shall not submit and Howard County shall have no obligation to approve for recordation any Subdivision Plat for the Property creating any individual lots meeting the bulk requirements of R-ED zoning for single family detached housing.
- C. The Parties further agree that each shall take all actions required to promptly return the Site to a rural conservation zoning classification (now known as "RC") in the event the County has not acquired the agricultural land preservation easement under the Commitment Letter by January 1, 2013, which date may be extended under the terms of the Option Agreement. Upon the final, unappealable approval of the rural classification zoning approval for the Site, the County shall terminate its right to acquire the Agricultural Land Preservation Easement under the Commitment Letter.

4.2 Covenant Against Residential Subdivision of the Core. The Carrolls shall

execute and record In the Land Records a perpetual covenant to prevent further subdivision of the approximately ninety-four (94) acres of the property around the main Manor House of the Property (the "Core") with the Howard County Conservancy or other organization determined to be acceptable to Howard County which organization shall hold the enforcement rights to the restrictive covenant. This covenant shall be made within 90 days after Howard County's exercise of the option under Section 1.2 of the Option Agreement, unless such period is extended by Howard County. A legal description of the Core is attached hereto as EXHIBIT 10.

- 4.3 The Parties agree that the use of certain funds to be received by the Carrolls pursuant to the anticipated development of the Site shall be used to ensure funding for the restoration and ongoing maintenance of the Manor House and historic outbuildings on the Property. The Parties agree that the Carrolls will be obligated to:
- 4.3.1 Establish a fund in the amount of Two Million Dollars (\$2,000,000) to be specifically allocated towards such purpose (the "Fund");
  - 4.3.2 To provide evidence to Howard County, at such times as Howard County may reasonably request (but not more often than once per year), of such Fund and invoices evidencing the use of such funds for the purposes as specified in paragraph 4.3 above.
    - 4.3.2.1 The funding of the Fund will be accomplished by the Carrolls placing in the Fund after-tax sums received by the Carrolls from the Project, in an amount equal to fifty percent (50%) of any such after-tax sums, until the Fund has reached a sum of Two Million Dollars (\$2,000,000), minus any sums the Carrolls have spent for such restoration and ongoing maintenance from the date of this Agreement to the date of such funding.
    - 4.3.2.2 The establishment of the Fund and the use of the proceeds thereof for such restoration and maintenance shall be the sole obligation of the Carrolls pursuant to this Agreement for such restoration and maintenance.

ARTICLE V  
DEVELOPMENT REVIEW

- 5.1 Timely Development Review. Howard County agrees to use its best

efforts in accordance with applicable rules and regulations to ensure that the processing and review of Development Approvals, including, but not limited to, APFO Approvals, subdivision plans, site development plans, issuance of building permits and occupancy permits, are performed in a succinct, timely manner, without undue delay, consistent with the County's current development review process, and that such processing and review will not be subjected to any delay or any moratorium except in accordance with the terms of this Agreement.

5.2 Timely Submission of Documents. The Carrolls agree to use their best efforts to submit and process plans and legal documents for the items set forth in Section 5.1 above in a timely manner.

#### ARTICLE VI SURVIVAL AND TRANSFER OF OBLIGATION

6.1 Nature, Survival, and Transfer of Obligations. The Carrolls agree that this Agreement shall run with the land and be binding upon and inure to the benefit of the Carrolls and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the SiteProperty (except owners of an individual lot improved as part of the Project and pursuant to a validly issued building permit). To assure that all such successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Carrolls agree agree that it shall:

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

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 SiteProperty.

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

6.2 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, employees, governmental units, the Planning Board and its and their respective successors and assigns.

#### ARTICLE VII

## BREACH AND REMEDIES

7.1 Breach by Carrolls. If the Carrolls shall fail or refuse to perform its obligations as required, then after sixty (60) days from receipt of written notice provided to the Carrolls by Howard County indicating the nature of the default and if the Carrolls have not cured the default, the 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 declare this Agreement null and void and cease the issuance of building permits and review of development plans. Should the remedies of specific performance or injunction not be available to Howard County because of actions of Carrolls, then Howard County shall be entitled to bring a legal action for damages.

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

7.3 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.

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

7.5 Agreement to Petition for Rezoning. In the event this Agreement is determined unenforceable by any Court, then the Parties agree that this paragraph shall survive such determination and the Carrolls agree to file a request to rezone the Site to a rural zoning classification equivalent to the RC zoning classification in effect on the date of this Agreement.

## ARTICLE VIII EFFECT OF DEVELOPMENT REGULATIONS

8.1 Effect of Agreement.

A. Carrolls must comply with all federal, Maryland and local laws existing on the Effective Date of this Agreement.

B. Except as provided in Section 8.1.C herein, the laws, rules,



regulations and policies, which govern the use, density or intensity of the Site shall be the laws, rules, regulations and policies, if any, in force on the Effective Date of the Agreement.

C. If Howard County determines that compliance with a law(s) 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 Howard County, this Agreement may not prevent Howard County from requiring the Carrolls to comply with those laws, rules, regulations and policies.

D. In the event Howard County takes any action to subject the Project to any new or modified law(s) after the Effective Date of this Agreement under Section 8.1.C above or modifies the Zoning or Comprehensive Plan land use designations of the Site, or the density of the Project, as set forth in this Agreement, which reduces the number of residential dwelling units by more than three and one-half percent (3.5%) ("Howard County Action"), Carrolls shall be relieved of any remaining obligation under this Agreement. Additionally, the Carrolls shall be relieved of any obligation subsequent to the date of the Howard County Action, including any obligation to make any payments required under this Agreement that are not due and payable and are unpaid as of the date of the Howard County Action.

8.2 Approvals Required. Carrolls shall obtain all approvals necessary under any provision of local, Maryland or federal law before proceeding with development of the Project. This Agreement does not address any approvals required by Maryland or federal law, and Carrolls shall be responsible for obtaining any approvals required by local, Maryland, or federal law.

8.3 Fees. Carrolls shall pay all fees (specifically including but not limited to excise taxes, surcharges and water and sewer connection fees) required by the County at the time of the Effective Date of this Agreement at the rate in effect at the time the fee is due. Nothing in this Agreement shall be construed as a waiver or reduction of any such fee.

8.4 Growth Control Delay. In the event that a "Growth Control Delay" (as hereinafter defined) is imposed, then any deadline concerning (i) the Carrolls' obligation to construct, install, fund or post financial guarantees for (a) the infrastructure improvements required pursuant to any Development Approval for the Project in accordance with the phasing requirements set forth therein, and (b) the road improvements described in Article III of this Agreement; and, (ii) the Carrolls' obligation to dedicate the Parkland to the County or the obligations contained in the provisions of Article III of this Agreement, shall be extended for one (1) additional day for each day during which such Growth Control Delay exists, and the Project shall not be subjected to any additional regulation, legislation, limitation, phasing, contributions,

penalties or delay in construction, or issuance of zoning certificates/building permits solely as a result of the Growth Control Delay. The term "Growth Control Delay" shall mean any and all delays caused during APFO Approval and/or the implementation or declaration by the United States Government, State of Maryland, Howard County, and/or any agency, department, division and/or branch thereof for purposes of a limitation, prohibition, restriction and/or phasing upon the review, recording, development and construction upon lots on the Site as intended by Carrolls, which is deemed to be essential to ensure the public health, safety, and welfare of County residents as determined in accordance with Section 8.1.C above.

ARTICLE IX  
MISCELLANEOUS

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

9.2 Term.

A. This Agreement shall constitute covenants running with the land and shall run with and bind the SiteProperty. This Agreement shall terminate and be void on the tenth (10<sup>th</sup>) 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 or in accordance with Section ~~8.5~~ 8.4 above or unless terminated by agreement of the Parties or as permitted by law.

B. Nothing in this Section shall be construed to supersede the term(s) as set forth in any other agreement(s) between the Carrolls and Howard County

9.3 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below; or (2) 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 the Carrolls shall be addressed and delivered to the following address:

Camilla and Phillip D. Carroll  
3500 Manor Lane  
Ellicott City, MD 21042

with a copy to:

Joseph Rutter  
5300 Dorsey Hall Drive  
Ellicott City, MD 21042

Sang W. Oh, Esq.  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042

James L. Wright, Esq.  
750 E. Pratt Street  
Suite 900  
Baltimore, MD 21202

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

Howard County Executive  
3430 Courthouse Drive  
Ellicott City, MD 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.

9.4 Amendments. The Parties to this Agreement may ~~terminate~~ amend the Agreement by mutual 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 the Carrolls. ~~Unless the Planning Board determines that the proposed amendment is consistent with the Howard County General Plan, the Parties may not amend or terminate this Agreement, and Howard County may not suspend or terminate the Agreement.~~ Unless the Planning Board determines that the proposed amendment is consistent with the Howard County General Plan, the Parties may not amend this Agreement.

9.5 Termination or Suspension. The Parties to this Agreement may terminate or suspend the Agreement by mutual 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 Howard 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 8.1.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 Development Approvals which have been obtained for the Project, including, but not limited to, APFO Approvals.

9.6 Authority to Execute. Howard County and the Carrolls 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 the Carrolls that the persons executing this Agreement on its behalf have been properly authorized to do so. The Carrolls hereby warrant and represent to Howard County that they are the fee simple, record owners of Doughoregan and the Site, (2) that each has the right, power and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the SiteProperty as set forth herein, (3) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (4) each has been duly represented by attorneys.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

9.8 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.

9.9 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.

9.10 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 if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.11 Recordation. Any party may record this Agreement among the Land Records of Howard County, Maryland. In the event the Agreement is terminated following an appeal as provided for in Section 9.12 below, the Parties agree to execute and record a document in the aforesaid Land Records to terminate this Agreement.

9.12 Appeals. Both Maryland law and the County Ordinance may allow any person aggrieved by this Agreement to file an appeal. If the effect of the decision in such Appeal revises this Agreement in any way, any party to this Agreement may terminate the Agreement by providing notice to all Parties within thirty (30) days of the date that the decision in the appeal becomes final and all appeals thereof have been finally determined.

9.13 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.

9.14 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.

9.15 Lien holders. All persons with a lien interest in the Site 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.

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

*[Signatures on Following Page]*

WITNESS/ATTEST:

CAMILLA CARROLL

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

PHILIP D. CARROLL

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

AGREED and APPROVED:

HOWARD COUNTY, MARYLAND

ATTEST:

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

BY: \_\_\_\_\_ (SEAL)  
Ken Ulman  
Howard County Executive

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

*[Notaries on Following Page]*

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CAMILLA CARROLL, personally known to me or proven to be the individual named herein and executed this Agreement for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PHILIP D. CARROLL, personally known to me or proven to be the individual named herein and executed this Agreement for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KEN ULMAN, the County Executive for Howard County, Maryland, who acknowledged the same 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.

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Upon Recordation Please Return To:

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



LIENHOLDER CONSENTS AND SUBORDINATION OF INTERESTS

The undersigned lienholder does hereby consent to the aforesaid Agreement, and by the signature of its Trustee, does hereby agree that such instrument shall be subordinate to and shall survive any sale under its Deed of Trust dated \_\_\_\_\_, and recorded among the Land Records of Howard County, Maryland in Liber \_\_\_\_, folio \_\_\_\_

WITNESS:

## LIST OF EXHIBITS

**Exhibit 1** – Property Description

**Exhibit 2** -- *Concept Plan*

**Exhibit 3** – Description of Site

**Exhibit 4** – Attorney title opinion certifying as to legal and equitable owners

**Exhibit 5** – Planning Board Determination of Consistency

**Exhibit 6** – Commitment Letter

**Exhibit 7** – Option Agreement

**Exhibit 8** – Wastewater Treatment - Plan of Action

**Exhibit 9** – Description of Agricultural Preservation Parcel

**Exhibit 10** – Description of Core

**EXHIBIT 1**

**Property Description**

EXHIBIT 1

March 18, 2010

**DESCRIPTION  
OF A 892.622 ACRE PARCEL  
PROPERTY OF  
PHILIP D. CARROL  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND**

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland; said parcel of land being part of the land which, by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said will having been probated in the Surrogates Court Of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276; said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 At Folio 64 and being all of Parcel 1 as described in the aforesaid Liber 394 at Folio 64; said parcel of land being more particularly described, as now surveyed, in the Maryland State Coordinate System NAD '83 Datum, as projected by Howard County Geodetic Control, as follows:

**BEGINNING FOR THE SAME** at a point 33.0 feet, more or less, measured at right angles northerly from the centerline of paving as now exists, twenty-four (24) feet wide more or less, and being on the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144), formerly known as the Baltimore to Frederick Turnpike Road;

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said point being opposite Manor Lane and at the beginning of the First or South 73°02'48" East 3140.09 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; thence running with Frederick Road and running with and binding on the said First Deed Line of Parcel 1, as now surveyed,

- 1) South 73°02'02" East 3140.09 feet to a point at the beginning of the Second or South 25°58'45" East 2921.96 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Second Deed Line also being the following: the Third or North 18°43' West 323.01 foot line of the adjacent conveyance from Albert S. Singleton and Elsie B. Singleton, his wife, to Philip G. Wilkins and Corinne Elizabeth Wilkins, his wife, by deed dated June 29, 1963 and recorded among said Land Records in Liber 403 at Folio 669; and the North 26°02'23" West 1737.32 foot and the North 23°56'49" West 55.21 foot outlines, as shown on a plat entitled "Plat of Survey, Kiwanis Club of Ellicott City, Inc." recorded among said Land Records as Plat No. 10119; and the North 19°06' West 180.00 foot outline, as shown on a subdivision plat entitled "Map of Pine Orchard Meadow, Section Three" recorded among said Land Records in Plat Book 6 at Page 53; and also the North 18°39'00" West 532.45 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section Four" and recorded among said Land Records in Plat Book 17 at Page 75; thence intending to bind on and run with said Second Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed, the following three (3) courses and distances;

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(410) 760-3784

- 2) South  $26^{\circ}02'24''$  East 2,155.13 feet, passing over a Concrete Monument found 89.57 feet on line, to a Rebar with "FCC-106" Cap set; thence continuing with the aforesaid Second Deed Line of Liber 394 at Folio 64,
- 3) South  $24^{\circ}00'53''$  East 55.21 feet to a 1 inch Iron Pipe found; thence still continuing with said Second Deed Line of Liber 394 at Folio 64,
- 4) South  $25^{\circ}53'43''$  East, 711.66 feet to a 0.4 foot by 0.4 foot wide Concrete Monument found at the beginning of the Third or South  $21^{\circ}10'35''$  East 412.58 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Third Deed Line of Parcel 1 also being the North  $14^{\circ}00'00''$  West 136.25 foot outline, as shown on the aforesaid plat of "Pine Orchard Meadows, Section Four" recorded in Plat Book 17 at Folio 75, and also the South  $14^{\circ}00'00''$  East 276.25 foot outline; as shown on a subdivision plat entitled "Pine Orchard Meadows, Section 5"; and recorded among said Land Records in Plat Book 22 at Folio 11; thence binding along said Third Deed Line of Parcel 1; recorded in Liber 394 at Folio 64, as now surveyed,
- 5) South  $21^{\circ}13'25''$  East 412.50 feet to a Rebar with "FCC-106" Cap set at the beginning of the Fourth or South  $87^{\circ}17'37''$  West 523.99 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Fourth Deed Line of Parcel 1 also being the North  $87^{\circ}16'56''$  East 523.27 foot outline; as shown on Sheet 4 of the subdivision plats entitled "Centennial Manor, Section One, Area Three, Lots 85-108", recorded among said Land Records as Plat C.M.P. No. 7675, thence

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binding along said Fourth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

- 6) South  $87^{\circ}11'19''$  West 523.27 feet to a Concrete Monument found at the beginning of the Fifth or South  $07^{\circ}19'03''$  East 2783.20 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; said Fifth Deed Line of Parcel 1 also being the following: the North  $07^{\circ}14'30''$  West 245.00 foot outline, as shown on the aforesaid plat of "Centennial Manor, Section One, Area Three, Lots 85-108" recorded as Plat C.M.P. No. 7675; and the North  $07^{\circ}14'30''$  West 930.98 foot outline, as shown on Sheets 3 and 2 of the subdivision plats entitled "Centennial Manor, Section One, Area One, Lots 1-22" recorded among said Land Records as Plat Nos. 6797 and 6796, respectively; and the North  $06^{\circ}45'30''$  West 600.00 foot outline; as shown on a subdivision plat entitled "Section Three, Chateau Ridge" recorded among said Land Records in Plat Book 21 at Folio 11; and the North  $06^{\circ}45'30''$  West 700.00 foot outline as shown on a subdivision plat entitled "Section Five, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 46; and also the North  $06^{\circ}45'30''$  West 300.00 foot outline, as shown on a subdivision plat entitled "Section Six, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 82; thence binding along said Fifth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

- 7) South  $07^{\circ}13'17''$  East 2779.90 feet to a Granite Stone found at the beginning of the Sixth or South  $61^{\circ}55'21''$  West 642.37 foot Deed Line of Parcel 1 recorded

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(410) 750-3784

in Liber 394 at Folio 64; said Sixth Deed Line of Parcel 1 also being the North  $62^{\circ}06'38''$  East 641.44 foot outline, as shown on a subdivision plat entitled "Plat of Revision, Kingsbridge @ Burleigh Manor, Lots 763 thru 778" recorded among said Land Records as Plat No. 12607; thence binding along said Sixth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

- 8) South  $62^{\circ}05'05''$  West 641.25 feet to a Granite Stone found at the beginning of the Seventh or North  $73^{\circ}14'48''$  West 4021.13 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Granite Stone also being at the end of the Seventh or South  $73^{\circ}14'48''$  East 4021.23 foot Deed Line of Parcel 2 described in the aforesaid Liber 394 at Folio 64; thence binding along the Seventh thru Thirteenth Deed Lines of Parcel 1, recorded in Liber 394 at Folio 64, and also binding reversely along the Seventh thru First Deed Lines of Parcel 2, recorded in Liber 394 at Folio 64, as now surveyed, for the following seven (7) courses and distances:
  - 9) North  $73^{\circ}16'34''$  West 4018.45 feet to a Rebar with "FCC-106" Cap set at a point near the southeastern side of Manor Lane, being a twelve (12) foot wide gravel drive, as now exists; thence running with said Manor Lane,
  - 10) North  $14^{\circ}04'34''$  East 24.75 feet to a Rebar with "FCC-106" Cap set, thence crossing over said Manor Lane,
  - 11) North  $65^{\circ}25'26''$  West 2143.94 feet, to a 1.25 inch diameter Iron Pipe found; thence

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- 12) North  $70^{\circ}10'26''$  West 1456.72 feet, to a 1.25 inch diameter Iron Pipe found;  
thence
- 13) North  $78^{\circ}34'25''$  West 791.22 feet to a point; thence
- 14) North  $73^{\circ}34'25''$  West 387.55 feet to a point; thence
- 15) South  $69^{\circ}10'35''$  West 31.37 feet to a point 23.8 feet, more or less, measured at right angles southeasterly from the centerline of paving, eighteen (18) feet wide, as now exists, of Folly Quarter Road, formerly known as the Vineyard Road; said point also being at the beginning of the Fourteenth or North  $53^{\circ}00'48''$  East 577.50 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; thence running with said Folly Quarter Road and running with and binding on the Fourteenth thru Sixteenth Deed Lines of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed, for the following three (3) courses and distances:
  - 16) North  $51^{\circ}40'56''$  East 568.09 feet to a point; thence crossing into and running within said Folly Quarter Road, on or near the centerline of the existing paving thereof,
  - 17) North  $39^{\circ}59'12''$  East 2458.50 feet to a point; thence
  - 18) North  $26^{\circ}28'43''$  East 2376.00 feet to a point on or near the intersection of the centerlines of existing paving of said Folly Quarter Road with Frederick Road (Maryland Route 144), as now exists, twenty four (24) feet wide and formerly known as the Baltimore to Frederick Turnpike Road; said point also being the beginning of the Seventeenth or South  $82^{\circ}36'44''$  East 189.50 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; thence running within said Frederick

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(410) 750-3784

Road, on or near the centerline of existing paving, and running with and binding on said Seventeenth Deed Line of Parcel 1 recorded in Liber 394 at Folio 64, as now surveyed,

- 19) South 82°54'28" East 189.50 feet to a point; thence leaving said centerline of Frederick Road and running with and binding the Eighteenth or North 14°06'44" West 35.47 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64, as now surveyed,
- 20) North 17°12'33" West 32.08 feet to a point at the beginning of the Nineteenth or South 82°36'44" East 1394.98 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; thence running with the aforesaid Frederick Road and running with and binding on said Nineteenth Deed Line of Parcel 1 recorded in Liber 394 at Folio 64, as now surveyed,
- 21) South 82°35'58" East 1394.98 feet to the point of beginning; containing 892.622 acres of land, more or less.

**SUBJECT TO** an existing 20' Right-Of-Way for a Sewer Main described in a "Deed Of Easement" conveyed from Philip D. Carroll and Camilla Carroll to Howard County, Maryland by Deed dated December 24, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3422, Folio 357.

**ALSO SUBJECT TO AND TOGETHER WITH** all matters shown on a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll And Camilla Carroll" and recorded among the Land Records of Howard County, Maryland as Plat No. 19928, and a

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**PL ENGINEERING CONSULTANTS  
LAND SURVEYORS**

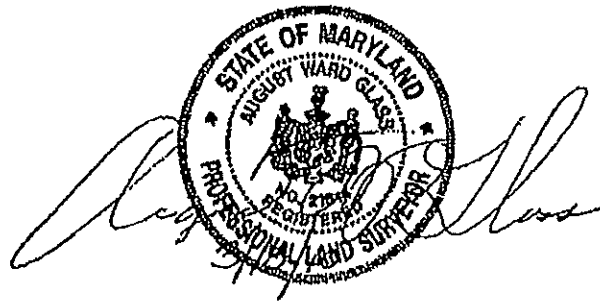
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Coh City, Maryland 21042  
D) 481-2888  
(410) 750-3784

"Deed Of Preservation Easement" from Philip D. Carroll and Camilla Carroll to The Howard County Conservancy, Inc. and Howard County, Maryland by Deed dated October 4, 2006 recorded among the aforesaid Land Records in Liber 10295, Folio 58.

**ALSO SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, which may apply.

This description was prepared without the benefit of a Title Report.



Prepared By Aug

Checked By DA

WO #05022-3002

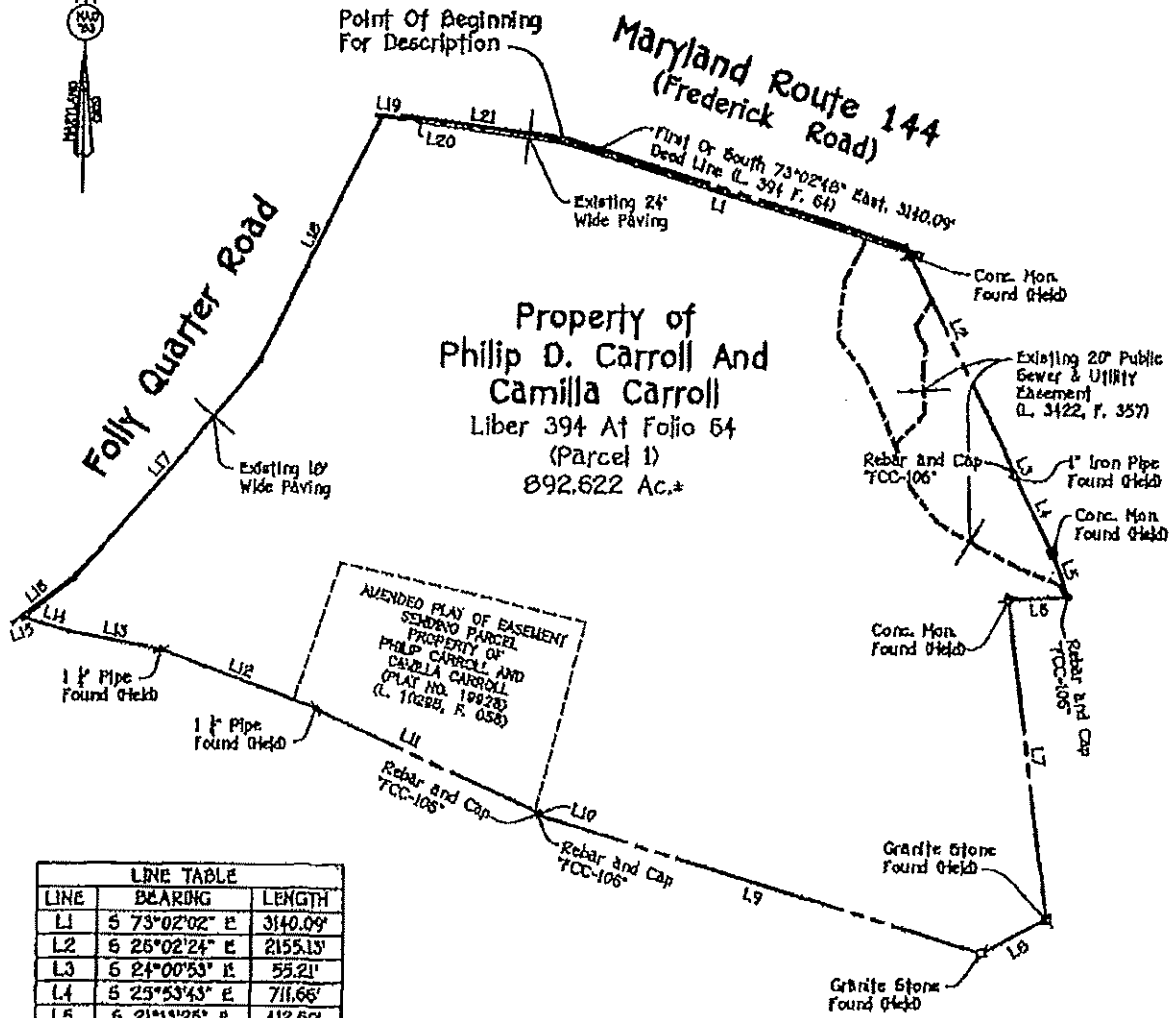
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LAND SURVEYORS

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Baltimore City, Maryland 21042  
(410) 285-  
(410) 760-3784

**FISHER, COLLINS & CARTER, INC.**  
 CIVIL ENGINEERING, CONSULTANTS & LAND SURVEYORS  
 CENTRAL SQUARE OFFICE PARK - 10776 BALTIMORE NATIONAL PIKE  
 ELKROTT CITY, MARYLAND 21041  
 (410) 431 - 2553



LINE	BEARING	LENGTH
L1	S 73°02'02" E	3140.09'
L2	S 26°02'24" E	2155.13'
L3	S 24°00'53" E	55.21'
L4	S 25°53'43" E	711.66'
L5	S 21°13'25" E	412.50'
L6	S 07°11'49" W	523.27'
L7	S 07°13'17" E	2779.90'
L8	S 02°05'05" W	641.25'
L9	N 73°16'34" W	4018.45'
L10	N 14°04'34" E	24.75'
L11	N 05°25'25" W	2143.94'
L12	N 70°10'25" W	1458.72'
L13	N 70°34'25" W	791.22'
L14	N 73°34'25" W	307.55'
L15	S 69°10'35" W	31.37'
L16	N 51°40'56" E	560.09'
L17	N 39°59'12" E	2450.50'
L18	N 26°20'43" E	2376.00'
L19	S 02°54'20" E	109.50'
L20	N 17°12'33" W	32.00'
L21	S 02°35'50" E	1394.90'

**Exhibit To Accompany  
 A Description Of A  
 0.622 Acre Parcel**  
 Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010

**EXHIBIT 2**

**Concept Plan**



**EXHIBIT 3**

**Description of Site**

EXHIBIT 3

March 18, 2010

**DESCRIPTION OF A  
221.064 ACRE PARCEL  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND**

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described in the aforesaid Liber 394 at Folio 64; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

**BEGINNING FOR THE SAME** at a point on the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144), formerly known as the Baltimore to Frederick Turnpike Road, said point being at the beginning of the Second or South  $25^{\circ}58'45''$  East, 2921.96 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); said

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Second Deed Line also being the following: the Third or North  $18^{\circ}43'$  West 323.01 foot line of the adjacent conveyance from Albert S. Singleton and Elsie B. Singleton, his wife, to Philip G. Wilkins and Corinne Elizabeth Wilkins, his wife, by deed dated June 29, 1963 and recorded among said Land Records in Liber 403 at Folio 669; and the North  $26^{\circ}02'23''$  West 1737.32 foot and the North  $23^{\circ}56'49''$  West 55.21 foot outlines, as shown on a plat entitled "Plat of Survey, Kiwanis Club of Ellicott City, Inc." recorded among said Land Records as Plat No. 10119; and the North  $19^{\circ}06'$  West 180.00 foot outline, as shown on a subdivision plat entitled "Map of Pine Orchard Meadow, Section Three" recorded among said Land Records in Plat Book 6 at Page 53; and also the North  $18^{\circ}39'00''$  West 532.45 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section Four" and recorded among said Land Records in Plat Book 17 at Page 75; thence intending to bind on and run with said Second Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed, the following three (3) courses and distances:

- 1) South  $26^{\circ}02'24''$  East 2,155.13 feet, passing over a Concrete Monument found 89.57 feet on line, to a Rebar with "FCC-106" Cap set; thence continuing with the aforesaid Second Deed Line of Liber 394 at Folio 64,
- 2) South  $24^{\circ}00'53''$  East 55.21 feet to a 1 inch Iron Pipe found; thence still continuing with said Second Deed Line of Liber 394 at Folio 64,
- 3) South  $25^{\circ}53'43''$  East, 711.66 feet to a 0.4 foot by 0.4 foot wide Concrete Monument found at the beginning of the Third or South  $21^{\circ}10'35''$  East 412.58 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Third Deed Line of Parcel 1 also being the North  $14^{\circ}00'00''$  West 136.25 foot outline, as

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shown on the aforesaid plat of "Pine Orchard Meadows, Section Four" recorded in Plat Book 17 at Folio 75, and also the South 14°00'00" East 276.25 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section 5" and recorded among said Land Records in Plat Book 22 at Folio 11; thence binding along said Third Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

- 4) South 21°13'25" East 412.50 feet to a Rebar with "FCC-106" Cap set at the beginning of the Fourth or South 87°17'37" West 523.99 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Fourth Deed Line of Parcel 1 also being the North 87°16'56" East 523.27 foot outline, as shown on Sheet 4 of the subdivision plats entitled "Centennial Manor, Section One, Area Three, Lots 85-108", recorded among said Land Records as Plat C.M.P. No. 7675, thence binding along said Fourth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 5) South 87°11'19" West 523.27 feet to a Concrete Monument found at the beginning of the Fifth or South 07°19'03" East 2783.20 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; said Fifth Deed Line of Parcel 1 also being the following: the North 07°14'30" West 245.00 foot outline, as shown on the aforesaid plat of "Centennial Manor, Section One, Area Three, Lots 85-108" recorded as Plat C.M.P. No. 7675; and the North 07°14'30" West 930.98 foot outline, as shown on Sheets 3 and 2 of the subdivision plats entitled "Centennial Manor, Section One, Area One, Lots 1-22" recorded among said Land Records

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as Plat Nos. 6797 and 6796, respectively; and the North  $06^{\circ}45'30''$  West 600.00 foot outline, as shown on a subdivision plat entitled "Section Three, Chateau Ridge" recorded among said Land Records in Plat Book 21 at Folio 11; and the North  $06^{\circ}45'30''$  West 700.00 foot outline as shown on a subdivision plat entitled "Section Five, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 46; and also the North  $06^{\circ}45'30''$  West 300.00 foot outline, as shown on a subdivision plat entitled "Section Six, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 82; thence binding along said Fifth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

- 6) South  $07^{\circ}13'17''$  East 2779.90 feet to a Granite Stone found at the beginning of the Sixth or South  $61^{\circ}55'21''$  West 642.37 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; said Sixth Deed Line of Parcel 1 also being the North  $62^{\circ}06'38''$  East 641.44 foot outline, as shown on a subdivision plat entitled "Plat of Revision, Kingsbridge @ Burleigh Manor, Lots 763 thru 778" recorded among said Land Records as Plat No. 12607; thence binding along said Sixth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 7) South  $62^{\circ}05'05''$  West 641.25 feet to a Granite Stone found at the beginning of the Seventh or North  $73^{\circ}14'48''$  West 4021.13 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Granite Stone also being at the end of the Seventh or South  $73^{\circ}14'48''$  East 4021.23 foot Deed Line of Parcel 2 described in the aforesaid Liber 394 at Folio 64; thence running with and binding part of

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the aforesaid Seventh Deed Line of Liber 394, Folio 64, as now surveyed, the following course and distance:

- 8) North  $73^{\circ}16'34''$  West, 1,764.49 feet to a point; said point being on and a distance of 2,253.96 feet from the end of the Seventh or North  $73^{\circ}14'48''$  West, 4021.13 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence leaving said Seventh line of Liber 394 at Folio 64 (Parcel 1) and running for new lines of division, the following twenty-five (25) courses and distances:
  - 9) North  $16^{\circ}43'26''$  East, 858.48 feet to a point; thence
  - 10) North  $33^{\circ}51'48''$  East, 651.81 feet to a point; thence
  - 11) North  $67^{\circ}04'12''$  East, 462.42 feet to a point; thence
  - 12) North  $23^{\circ}09'51''$  West, 507.53 feet to a point; thence
  - 13) North  $37^{\circ}01'20''$  West, 903.13 feet to a point of curvature; thence
  - 14) 468.79 feet along the arc of a curve to the right, having a radius of 580.00 feet, a central angle of  $46^{\circ}18'34''$  and subtended by a chord bearing and distance of North  $13^{\circ}52'03''$  West, 456.13 feet to a point of tangency; thence
  - 15) North  $09^{\circ}17'14''$  East, 113.42 feet to a point of curvature; thence
  - 16) 136.14 feet along the arc of a curve to the right, having a radius of 325.00 feet, a central angle of  $24^{\circ}00'04''$  and subtended by a chord bearing and distance of North  $21^{\circ}17'16''$  East, 135.15 feet to a point of reverse curvature; thence
  - 17) 131.70 feet along the arc of a curve to the left, having a radius of 170.00 feet, a central angle of  $44^{\circ}23'10''$  and subtended by a chord bearing and distance of North  $11^{\circ}05'43''$  East, 128.43 feet to a point of reverse curvature; thence

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- 18) 89.85 feet along the arc of a curve to the right, having a radius of 285.00 feet, a central angle of  $18^{\circ}03'45''$  and subtended by a chord bearing and distance of North  $02^{\circ}03'59''$  West, 89.47 feet to a point of tangency; thence
- 19) North  $06^{\circ}57'53''$  East, 62.64 feet to a point of curvature; thence
- 20) 219.63 feet along the arc of a curve to the right, having a radius of 285.00 feet, a central angle of  $44^{\circ}09'14''$  and subtended by a chord bearing and distance of North  $29^{\circ}02'30''$  East, 214.24 feet to a point of reverse curvature; thence
- 21) 283.12 feet along the arc of a curve to the left, having a radius of 275.00 feet, a central angle of  $58^{\circ}59'14''$  and subtended by a chord bearing and distance of North  $21^{\circ}37'30''$  East, 270.78 feet to a point of compound curvature; thence
- 22) 470.43 feet along the arc of a curve to the left, having a radius of 595.00 feet, a central angle of  $45^{\circ}18'00''$  and subtended by a chord bearing and distance of North  $30^{\circ}31'07''$  West, 458.27 feet to a point of tangency; thence
- 23) North  $53^{\circ}10'07''$  West, 259.20 feet to a point of curvature; thence
- 24) 312.10 feet along the arc of a curve to the right, having a radius of 330.00 feet, a central angle of  $54^{\circ}11'16''$  and subtended by a chord bearing and distance of North  $26^{\circ}04'29''$  West, 300.60 feet to a point of tangency; thence
- 25) North  $01^{\circ}01'09''$  East, 232.32 feet to a point of curvature; thence
- 26) 121.72 feet along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of  $46^{\circ}29'32''$  and subtended by a chord bearing and distance of North  $22^{\circ}13'37''$  West, 118.40 feet to a point of reverse curvature; thence

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110) 768-3784

- 27) 346.71 feet along the arc of a curve to the right, having a radius of 315.00 feet, a central angle of 63°03'47" and subtended by a chord bearing and distance of North 13°56'30" West, 329.47 feet to a point of tangency; thence
- 28) North 17°35'24" East, 225.85 feet to a point; thence
- 29) North 27°46'18" West, 35.58 feet to a point; thence
- 30) North 73°08'00" West, 180.91 feet to a point; thence
- 31) North 19°32'01" West, 18.41 feet to a point; thence
- 32) North 73°02'02" West, 328.95 feet to a point; thence
- 33) North 16°57'58" East, 65.50 feet to a point on the aforesaid Northern margin of Frederick Road (Maryland Route 144); said point being on and a distance of 1,432.93 feet from the beginning of the First or South 73°02'48" East, 3140.09 feet Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on said First line of Liber 394 at Folio 64 (Parcel 1) and the aforesaid Northern margin of Frederick Road (Maryland Route 144), the following course and distance:
- 34) South 73°02'02" East, 1,707.16 feet to the point of beginning; containing 221.064 acres of land, more or less.

**SUBJECT TO** an existing 20' Right-Of-Way for a Sewer Main described in a "Deed Of Easement" conveyed from Philip D. Carroll and Camilla Carroll to Howard County, Maryland by Deed dated December 24, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3422, Folio 357.

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ALSO SUBJECT TO AND TOGETHER WITH any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

SUBJECT TO AND TOGETHER WITH all conditions, covenants, easements, restrictions and rights-of-way of record, or proposed, which may apply.

This description was prepared without the benefit of a Title Report.

*Reginald J. Glass*  
3/1/01  


Prepared By DBS

Checked By GFH

WO #05022-3002

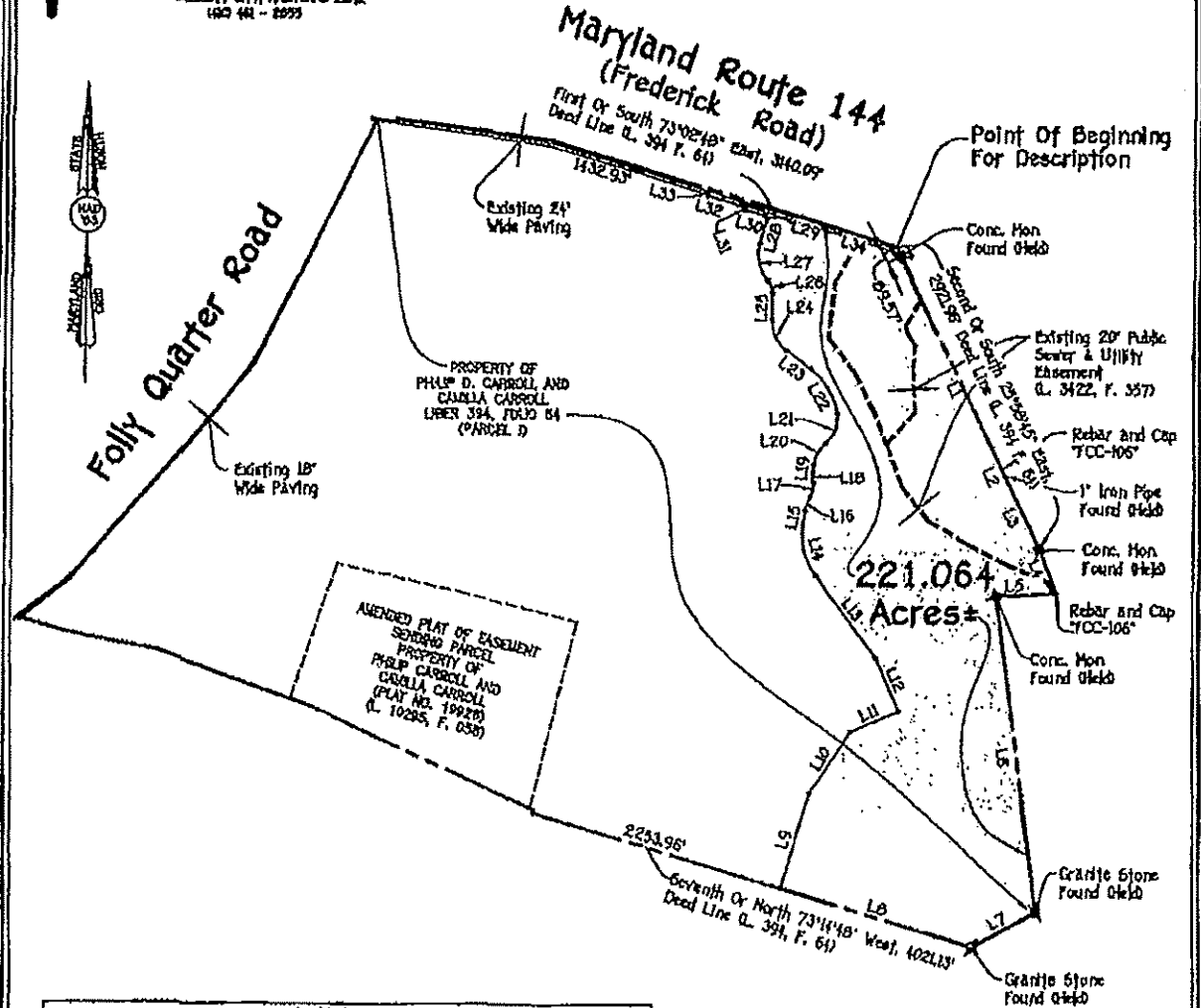
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**FISHER, COLLINS & CARTER, INC.**  
 CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS  
 CONTINENTAL SQUARE OFFICE PARK • 3227A BALTIMORE NATIONAL PIKE  
 BELLETT CITY, MARYLAND 21046  
 (410) 481 - 8899



LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 26°02'24" E	2155.13'	L18	R=283.00'	L=89.85'
L2	S 24°00'53" E	55.21'	L19	N 08°57'53" E	62.64'
L3	S 25°53'43" E	711.66'	L20	R=285.00'	L=219.63'
L4	S 21°13'25" E	412.50'	L21	R=275.00'	L=283.12'
L5	S 87°11'19" W	523.27'	L22	R=595.00'	L=470.43'
L6	S 07°13'17" E	2779.90'	L23	N 59°10'07" W	259.20'
L7	S 62°05'05" W	641.23'	L24	R=330.00'	L=312.10'
L8	N 73°16'34" W	1764.49'	L25	N 01°01'09" E	232.32'
L9	N 16°13'26" E	858.48'	L26	R=150.00'	L=121.72'
L10	N 33°51'48" E	651.81'	L27	R=315.00'	L=346.71'
L11	N 57°04'12" E	462.42'	L28	N 17°35'24" E	225.85'
L12	N 23°09'31" W	507.53'	L29	N 27°46'16" W	35.50'
L13	N 37°01'20" W	903.13'	L30	N 73°08'00" W	180.91'
L14	R=580.00'	L=488.79'	L31	N 19°32'01" W	18.41'
L15	N 09°17'14" E	113.42'	L32	N 73°02'02" W	328.95'
L16	R=325.00'	L=136.14'	L33	N 16°57'58" E	65.50'
L17	R=170.00'	L=131.70'	L34	S 73°02'02" E	1707.16'

**Exhibit To Accompany  
 Description Of A  
 221.064\* Acre Parcel**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Follo 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010

I:\2005\050222.dwg\05022-3001 Parcel 3 Exhibit.dwg, 3/18/2010 10:01:06 AM, dstreet, 1:1



**EXHIBIT 4**

**Attorney Title Opinion Certifying as to Legal and Equitable Owners**

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

June 22, 2010

Ms. Charlotte R. Dryden  
Real Estate Services  
Howard County Department of Public Works  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

Re: "Doughoregan Manor", 3500 Manor Lane, Ellicott City

Dear Ms. Dryden:

The following is a title report for the above-referenced property (the "Property").

Fee simple title in the Property is good and marketable as vested of record in Philip D. Carroll (also known as Philip Carroll) and Camilla Carroll, as tenants in common, as follows:

1. Deed from Charles Carroll, Junior to Philip A. Carroll, dated February 24, 1923 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber H.B.N. No. 117, folio 113.
2. Last Will and Testament of Philip A. Carroll (deceased July 8, 1957, survived by his wife, Nina R. Carroll) dated May 9, 1946, as amended by a Codicil thereto dated October 16, 1953, admitted to probate by Howard County Register of Wills (Estate No. 2046); Item Second devised all real property and improvements to his wife, Nina R. Carroll, for life, with a power of appointment (to devise through her Will upon her death) over all property located in Howard County, Maryland (including the Property).
3. Last Will and Testament of Nina R. Carroll (deceased February 11, 1989) dated June 4, 1979, as amended by a Codicil thereto dated November 28, 1986 and a Second Codicil thereto dated April 10, 1987, admitted to probate by the Howard County Register of Wills (Estate No. 7868); Item Third, as

amended, exercised the power of appointment granted by the Will of Philip A. Carroll and devised the Property to "such of the lineal descendants of my son, Philip Carroll, as shall survive me, in equal shares, per stirpes, as tenants in common", and the then-surviving lineal descendants of Philip Carroll were Philip D. Carroll (also known as Philip Carroll) and Camilla Carroll.

The Property is known as 3500 Manor Lane, Ellicott City, Maryland 21042, and is located in the Third Election District of Howard County, Maryland, containing 876.562 acres of land, more or less (per SDAT records). The Property is shown on Tax Map 23, Grid 10, Parcel 71, property tax account number 03-281779.

The Property is not encumbered by any open financing.

The Property is subject to the following exceptions and agreements:

1. Right of Way dated October 5, 1908, from Thomas P. O. Donnell and James O. Donnell to W. Raymond Cross, recorded among the Land Records in Liber W.W.L.C. 87, folio 662.
2. Deed of Easement dated May 23, 1977, from Nina R. Carroll to the Maryland Historical Trust, recorded among the Land Records in Liber 826, folio 542.
3. Right of Way Easement dated May 20, 1980, from Nina R. Carroll to Baltimore Gas and Electric Company, recorded among the Land Records in Liber 1047, folio 333.
4. Right of Way Easement dated March 29, 1981, from Nina R. Carroll to Baltimore Gas and Electric Company, recorded among the Land Records in Liber 1051, folio 633.
5. Deed of Preservation Easement dated October 4, 2006, by and among Philip Carroll and Camilla Carroll, The Howard County Conservancy, Inc., and Howard County, Maryland, recorded among the Land Records in Liber 10295, folio 58.
6. Plat entitled "Density Sending Plat, Property of Philip Carroll and Camilla Carroll", which Plat is recorded among the Land Records as Plat Number 18572.

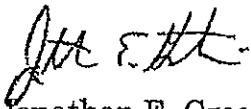
Ms. Charlotte R. Dryden  
June 22, 2010  
Page 3

7. Plat entitled "Amended Plat of Easement, Sending Parcel, Property of Philip Carroll and Camilla Carroll", which Plat is recorded among the Land Records as Plat Number 19928.

Title was run through May 28, 2010.

Copies of the title documents, encumbrances and exceptions noted above are enclosed. If you have any questions, please do not hesitate to get in touch with me.

Sincerely,  
Talkin & Oh, LLP



By: Jonathan E. Greenstein  
Of Counsel

enclosures

ABN 117/113

Received for Record 28<sup>n</sup> Feb 1923 at 9 o'clock A. M. Same day recorded and examined per.

*Harst B. Wolf* Clerk.

*Mailed to Fred Pittman  
9/18/1920. No return*

CHARLES CARROLL, Junior, DEED TO PHILIP A. CARROLL.	\$78.00 Duly Cancelled Revenue Bramps.	THIS DEED Made this 24th day of February, in the year nineteen hundred and twenty-three, by and between Charles Carroll, Junior, otherwise known as Charles Bancroft Carroll, unmarried, of Howard County, in the State of
--	---	--

Maryland, party of the first part, and Philip A. Carroll, of the City and State of New York, party of the second part.

WITNESSETH: that for and in consideration of the sum of seventy-eight thousand dollars (\$78,000. ) this day paid, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple.

All those two tracts or parcels of land situate and lying in Howard County, in the State of Maryland, which were conveyed to Anita Carroll by two deeds; the first from Charles Carroll and Caroline Carroll, his wife, dated June 7th, 1866, and recorded on the eighth day of June 1866 among the Land Records of Howard County in Liber W. W. No. 25, folio 316, etc., and the second from Matthias Hammond and wife, dated the 24th day of November 1867, and recorded among the said Land Records in Liber W.

said Charles Carroll, Jr., the grantor herein, after the death of the said Charles Carroll, to sell, give or in any other manner dispose of said two tracts or parcels of land or any part thereof, or any interest therein, free from any of the conditions or provisions in said deed set forth, provided, however, that should said Charles Carroll or Charles Carroll, Jr. desire to sell, give or otherwise dispose of said property, or any part thereof or any interest therein, pursuant to and in exercise of said power, the same shall first be offered to the said Royal Phelps Carroll, if living, and if not, to the said Philip A. Carroll, in fee and unencumbered with the buildings and improvements thereon, for the sum of sixty thousand (\$60,000) dollars, and in addition thereto such sum of money as shall represent the fair value of all permanent improvements which shall have been placed upon said property by Charles Carroll or Charles Carroll, Jr.; the said Charles Carroll and the said Royal Phelps Carroll having departed this life, the said Charles Carroll, Jr. being desirous of selling and the said Philip A. Carroll being desirous of buying, and it having been agreed as to the fair value of all permanent improvements which have been placed on said property by said Charles Carroll and Charles Carroll, Jr.

TOGETHER WITH THE buildings and improvements thereon, and all the rights, roads, *Alley,* ways, waters, watercourses, privileges, easements, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said described property unto and to the proper use of the said Philip A. Carroll, his heirs and assigns, in fee simple.

AND the said Charles Carroll, Junior, does hereby covenant that he will warrant especially the property hereby granted and conveyed and that he will execute such further assurances thereof as may be necessary.

WITNESS the hand and seal of the said grantor.

WITNESS:

H. L. Drake.

Charles Carroll, Jr. (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 24th day of February 1923, before me the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles Carroll, Junior, the grantor hereinbefore named, and acknowledged the foregoing deed to be his act.

As WITNESS my hand and seal of office

# Orphans' Court for Howard County, Maryland

No. 2041 <sup>of</sup> Estate of PHILIP A. CARROLL

Late of NEW YORK COUNTY, N. Y., died July 8th. 1957, testate

PERSONS TO WHOM LETTERS WERE GRANTED	AMOUNT OF BOND	SURETIES	SOLICITORS
Ina R. Carroll and Philip Carroll Executors in Maryland  3 East 70th, Street New York, N. Y.	\$10,000.	New Amsterdam Casualty Co.	Markel, Veazey & Gans 1904 First National Bank Bldg., Baltimore 2, Md.  J. B. Randolph Carroll

DATE	PROCEEDINGS	NAME OF VOLUME	LIBER	No.	FOLIO
1957					
Oct. 8	Certified Copy of Will	Wills	R.L.P.	11	303
"	Petition for Letters Testamentary in Maryland	Proceedings	R.L.P.	44	215
"	Bond of Executors	Adm. Bonds	R.L.P.	8	455
"	Oath of Executors	" "	R.L.P.	8	455
"	Order approving Bond & Grant of Letters	Proceedings	R.L.P.	44	216
"	Order to give Notice to Creditors	"	R.L.P.	44	217
"	Order to appraise Real Estate	"	R.L.P.	44	217
"	Order to appraise Personal Estate	"	R.L.P.	44	217
"	Appointment of Resident Agent	"	R.L.P.	44	217
v. 26	Report of Notice to Creditors	"	R.L.P.	44	255
"	Information Report	Filed			
Oct. 10	Order passing Inventory - Real Estate	Proceedings	R.L.P.	44	276
"	Inventory - Real Estate	Inventories	R.L.P.	5	259
"	Order passing Inventory - Personal Estate	Proceedings	R.L.P.	44	276
58	" Inventory - Personal Estate	Inventories	R.L.P.	17	1
Nov. 11	Petition & Order to transfer Personal Estate	Proceedings	R.L.P.	44	373
Oct. 21	Order passing Administration Account	"	R.L.P.	44	596
"	Administration Account - First & Final	Adm. Accounts	R.L.P.	18	173

(1)

All those tracts of land which the said Philip A. Carroll, late of New York City, owned situate and lying in the Second and Third Election Districts of Howard County binding on Carroll's Lane, Paul's Lane and the east side of Vineyard Road and known as Doughoregan Manor; 776 acres of which were devised to him under the Last Will and Testament of John Lee Carroll, late of Howard County, State of Maryland, of record in Liber RD of W No. 5, Folio 81, one of the Wills Records of Howard County aforesaid; 1204 $\frac{1}{2}$  acres of which was granted and conveyed unto Philip A. Carroll by deed dated the 24th day of February, 1923, and recorded among the Land Records of Howard County in Liber HBN No. 117, Folio 113 etc., from Charles Carroll, Jr.; 128 acres more or less of which was granted and conveyed unto Philip A. Carroll by deed dated the 15th day of September, 1939, was recorded among the Land Records of Howard County in Liber BM Jr. No. 164, Folio 403, from Thomas P. O'Donnell and Ada D. O'Donnell, his wife, and five acres of which was granted and conveyed unto Philip A. Carroll by deed dated the 13th day of April, 1948, and recorded among the Land Records of Howard County in Liber MWB No. 203, Folio 483, from John Yarrow Eccles, executor. The said four tracts contained 2113 acres more or less, all of which said lots are adjoining. \$400,000.00

(2)

All that farm in the Fifth Election District which the said Philip A. Carroll owned, binding on Homewood Road and Clarksville Pike (old route 29) and known as the "Benedict Farm" containing 320 acres which were devised to him under the Last Will and Testament of John Lee Carroll, late of Howard County, State of Maryland, and recorded among the Wills Records of Howard County in Liber RD of W No. 5, Folio 81.



(3)

All that tract of wood land in the Fifth Election District of Howard County which the said Philip A. Carroll owned, having no frontage on any road, but having an easement or right of way one-half mile long over the lands of R. G. Harper Carroll II, to Clarksville Pike near tract No. (2) above, containing 60 acres which was devised to Philip A. Carroll under the Last Will and Testament of John Lee Carroll, late of Howard County, State of Maryland, and recorded among the Wills Records of Howard County in Liber RD of W No. 5, Folio 81. (2) and (3) \$50,000.00

I, PHILIP A. CARROLL, a resident of the Borough of Manhattan, City, County and State of New York, hereby make, publish and declare this my LAST WILL AND TESTAMENT, hereby revoking all former Wills by me made.

FIRST

I give and bequeath all my books, pictures, works of art, jewelry, wearing apparel, personal effects, household furniture, furnishings and utensils, silverware, plate, linen, automobiles, farm and garden implements and equipment and livestock, and all other tangible personal property to my wife, NINA R. CARROLL, to her own use absolutely.

In case my said wife does not survive me, I give and bequeath such thereof as may at the time of my death be situated at my place, Doughoregan Manor, in Howard County Maryland, to whichever of my children may take the portion of my said place described in Paragraph I of Article Second hereof, and I give and bequeath all the rest thereof to my other children, in equal shares.

SECOND

I give and devise all my lands and real property

8764

buildings and improvements thereon and all appurtenances, to my wife, NINA R. CARROLL, for her life, with the powers hereinafter in Article Third hereof provided, and upon her death, I give and devise the same or any part thereof, to such of my children or lineal descendants as she may by Last Will and Testament appoint, in such shares and proportions as she may designate.

In case my said wife does not survive me or in case having survived me, she fails in whole or in part effectively to exercise the power of appointment hereinabove given to her with respect to my lands and real property in Howard County Maryland, then I thereupon dispose of my said lands and real property, or such part thereof as may not be effectively disposed of by my said wife, as follows:

8765

I. I give and devise Doughoregan Manor House, together with about seven hundred and fifty (750) acres more or less, of my surrounding lands, and all buildings and improvements thereon, and all appurtenances, constituting all my real property lying north of the center line of Paul's Lane extended to the easterly boundary of my property and being that portion of the

property which was conveyed to me by Charles Carroll, Jr. by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H. B. H. No. 117, Folio 113, or so much thereof as may not have been effectively appointed by my said wife, to the oldest of my children who may survive my said wife and myself, or if no child of mine shall so survive, to the oldest of my lineal descendants who may so survive.

8766

II. I give and devise all my remaining lands and real property in Howard County, Maryland, together with all buildings and improvements thereon erected and all appurtenances, or so much thereof as may not have been effectively appointed by my said wife, in equal shares, to my son, JOHN LUE CARROLL, and my daughter, MARY CARTER CARROLL, or to the survivor of them if only one of them shall survive my wife and myself, or if neither shall so survive, to my son, PHILIP CARROLL, or if he shall not so survive, to the oldest of my lineal descendants then surviving.

In case all my lineal descendants shall die during the lifetime of my said wife, then, upon the death of the

last survivor of such lineal descendants, I direct that a property in which my said wife shall have taken a life estate or interest hereunder shall vest in her, her heirs and assigns absolutely, and I give, devise and bequeath the same accordingly.

THIRD

I authorize and empower my said wife to sell, lease (for any term or terms, although the same may extend after her death), mortgage, exchange, or grant options with respect to all or any part of the real property in which I may hold a life estate pursuant to Article Second hereof, for such price and upon such terms and conditions as to credit or otherwise as in her absolute discretion she may deem advisable, and I direct that no purchaser or mortgagee of any such property shall be required to look to the application of the purchase money or of any money advanced to my wife upon security of the said property. Any money or property representing the proceeds of any sale, mortgage or exchange of any of the property in which my wife may hold a life estate pursuant to Article Second hereof may be expended by my wife to the extent she deems desirable in

8767

the maintenance, repair and improvement of the remaining real property held by her, or may be invested by her in such stocks, common or preferred, bonds, notes or other property, real or personal, as in her absolute discretion she may deem advisable, and I give, devise and bequeath to my wife a life estate or interest in any of the said proceeds so held or invested by her, and grant to her the power to dispose of the same upon her death to or among whichever of my children or lineal descendants she may by her Last Will and Testament appoint, in such shares and proportions as she may designate.

8768 I direct that no bond shall be required of my said wife in connection with the life estates devised and bequeathed to her hereunder, and that she shall be under no liability for waste or for depreciation of any of the property, real or personal, in which she may at any time hold a life interest, or for any losses incurred by her in respect thereto, it being my intention, in view of changing conditions, that her powers and discretion with respect to the retention, management or investment thereof shall be absolute.

FOURTH

I direct that all inheritance taxes...

taxes, or succession duties, upon any bequest or devise under this my Will shall be paid, without proration with respect thereto, out of my residuary estate.

FIFTH

I give, devise and bequeath all the rest, residue and remainder of my property, real and personal, of every kind whatsoever and wheresoever situated to my Trustees hereinafter named, IN TRUST however, for the uses and purposes following:

I. To apply the income thereof to the use of my wife, NINA R. CARROLL, during her life.

II. Upon the death of my said wife to convey, transfer and pay over the principal to or among whichever of my children or lineal descendants she may by her Last Will and Testament appoint, in such shares, estates and proportions, in trust or otherwise as she may designate.

III. In case my said wife does not survive me, in case, having survived me, she fails in whole or in part effectively to exercise the power of appointment given to her in the preceding paragraph, then I give, devise and bequeath my said residuary estate, or such part of the

8769

principal thereof as my wife, having survived me, fails effectively to dispose of by will, to my lineal descendant in being at the death of the survivor of my wife and myself in equal shares per stirpes.

SIXTH

My Executors and Trustees shall have full power and authority, in their discretion, to hold and retain any the property coming into their hands hereunder in the same form of investment as that in which it is received by them and to invest and reinvest the same and any trust funds held by them hereunder, in such amounts as they see fit, in such stocks, bonds, or other securities or property, real, or personal as in their discretion they may deem advisable, although the same may not be of the character permitted for trustees investments by the ordinary rules of law. They also, have full power and authority, in their discretion, sell, lease, improve, mortgage or exchange the whole or any part of the property belonging to me at the time of my death or at any time held by them hereunder, whether real or personal upon such terms and conditions as may to them seem advisable.

I also authorize and empower my Executors and

8770



claims against or on behalf of my estate as they may deem expedient and to extend the time of payment; to consent to and participate in any reorganization, merger or other change of corporate structure and to deposit any property with any protective, reorganization or similar committee, and to delegate discretionary power thereto and to pay part of its expenses; to exercise all conversion, subscription, voting and other rights and to grant proxies discretionary or otherwise; to appoint agents to act in their behalf and to delegate discretionary powers to such agents and to register any property in the name of their nominee or hold it unregistered or in such other form that title shall pass by delivery.

8771

SEVENTH

I direct my Trustees to apply the entire income of all securities at any time held by them hereunder to the use of the beneficiary for whom they are held, irrespective of the price paid for them or of their market value at any time; it being intended hereby that no part of such income shall be applied as a sinking fund to offset any loss of

premium upon, or market value of, such securities; all stock dividends shall be treated as principal and added to the trust fund, so far as may be permitted by law, and all cash dividends, except liquidating dividends, shall be distributed to the income beneficiary.

Upon the termination of the trust estate for the benefit of my wife hereunder, interest, dividends and other income accrued or declared but not yet due and payable, subject to any charges against it, shall not be paid to the estate of my wife but shall be distributed to those entitled to the principal of my estate, in the same shares, estates and proportions.

8772

In the division or distribution of my estate or any trust under this Will, or any part thereof, including any distribution or payment to themselves as Trustees of the trusts under this Will, my Executors and Trustees may make division, distribution or payment in kind, or partly in kind and partly in money, and for any such purpose may determine the value of any property divided or distributed, which determination shall, to the extent permitted by law, be binding on all persons interested.

EIGHTH

I direct that the provisions of this my Will in favor of my said wife, shall be in lieu and bar of all her right of dower in my estate.

NINTH

In the event that my said wife and I shall perish in or as a result of a common disaster so that it shall be difficult or impossible to ascertain which of us survived the other, I direct that for the purposes of this will it shall be deemed that I survived my said wife.

TENTH

I appoint my said wife, WENA R. CARROLL, and my son, PHILIP CARROLL, Executors of and Trustees under this my will. In case either of the aforesaid trustees, or any person appointed as an associate trustee, as hereinafter provided, should at any time fail to qualify or cease to act as trustee hereunder for any reason, I authorize the other trustee then acting by an instrument in writing, signed and acknowledged by him or her, to appoint an associate trustee and any associate so appointed shall have the same rights,



[REDACTED]

I, PHILIP A. CARROLL, hereby make, publish and declare this to be a Codicil to my Last Will and Testament bearing date the 9th day of May, 1946.

FIRST

82075  
87675

I hereby grant to my wife, NINA R. CARROLL, a power to appoint to such person or persons, including the estate of my said wife, and in such shares and proportions as my said wife may designate at any time and from time to time during her life by Deed or by her Last Will and Testament, any or all of my lands and real property situated in Howard County, Maryland, together with any or all buildings and improvements thereon and appurtenances thereto, and any or all money or property representing the proceeds of any sale, mortgage or exchange of any of such real property, or any investment or reinvestment thereof, in which my wife may hold a life estate pursuant to Article SECOND or Article THIRD of my said Will.

SECOND

I give and bequeath any and all commissions to which I am entitled, or to which my estate may become

as Trustee of any trust fund administered by me during my life, in equal shares, to such of my wife, NINA R. CARROLL, and my children, as shall survive me; provided, however, that if any child of mine should predecease me leaving a lineal descendant or lineal descendants me surviving, such lineal descendant or lineal descendants shall take, in equal parts, per stirpes, the share or the whole of such commissions to which such deceased child of mine would have been entitled, if he or she had survived me.

THIRD

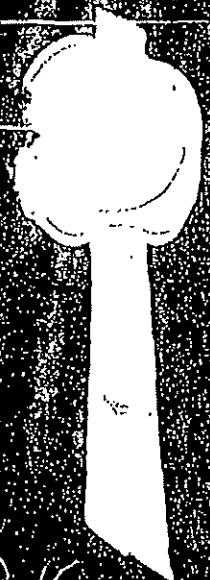
I give and bequeath any and all sums to which I am entitled, or to which my estate may become entitled, by reason of my membership in the firm of Shearman & Sterling & Wright, in equal shares, to such of my wife, NINA R. CARROLL, and my children, as shall survive me; provided, however, that if any child of mine should predecease me leaving a lineal descendant or lineal descendants me surviving, such lineal descendant or lineal descendants shall take, in equal parts, per stirpes, the share or the whole of such partnership distributions to which such deceased child of mine would have been entitled, if he or she had survived me.

FOURTH

As thus amended, I hereby ratify, republish and confirm my said Will bearing date the 9th day of May, 1946, and I declare that said Will and this Codicil together constitute my Last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16 day of October, 1953.

Philip A. Carroll



THE FOREGOING INSTRUMENT was, on the day of the date thereof, signed, sealed, published and declared by PHILIP A. CARROLL, the Testator therein named, as and for a CODICIL to his Last Will and Testament, bearing date May 9, 1946, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses:

Margaret Smith

residing at

37 East 7th Street  
New York 21, N.Y.

Thomas P. Ford

residing at

24 Beekmantown Road  
Pidgeonville, N.J.

William H. Jeffers

residing at

111-23 75th St  
Forest Hills, N.Y.

# Orphans' Court for Howard County, Maryland

FOREIGN PERSONAL REPRESENTATIVE

7868

Estate of MINA R. CARROLL

Date of NEW YORK, NEW YORK, died FEBRUARY 11, 1989 testate

PERSONS TO WHOM LETTERS WERE GRANTED	AMOUNT OF BOND	SURETIES	SOLICITORS
P A, CARROLL CARTER CARROLL ZIEGLER LEE CARROLL GUDERT BROTHERS ARK AVENUE ORR, NEW YORK 10156	n/a	n/a	JOHN C. MURPHY 516 N. Charles Street Baltimore, Maryland 2120 (301) 625-4828

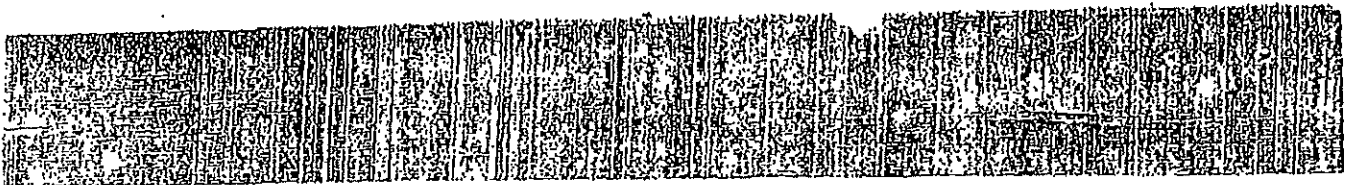
PROCEEDINGS	NAME OF VOLUME	LIBER	No.	FOLIO
2 WILL (CERTIFIED COPY)	ADM PROCEEDINGS			
" TWO CODICILS (CERTIFIED COPIES)	"			
" EXEMPLIFIED COPY OF PROCEEDINGS FROM INITIAL APPOINTMENT	"			
" RESIDENT AGENT FORMS FOR JOHN LEE CARROLL AND MARY CARTER CARROLL ZIEGLER	"			
" LIST OF RECIPIENTS OF MARYLAND PROPERTY	"			
" NOTICE TO CREDITORS	"			
" APPRAISAL OF MARYLAND ASSETS	"			
" MARYLAND ESTATE TAX RETURN	"			
3 Amended Maryland Estate Tax Return				
5 Application by Foreign Per. Rep to Fix Interitance Tax				
5 Notice of Inchoate Lien FROM DEPT OF TREASURY-IRS- UNITED STATES CERTIFICATE DISCHARGING PROPERTY SUBJECT TO ESTATE TAX LIEN				

**MICROFICHE JACKETS**

M...

...





I, NINA RYAN CARROLL, a resident of the City, County and the State of New York, do make, publish and declare this my LAST WILL AND TESTAMENT, hereby revoking all former Wills and Codicils made by me.

FIRST

By Article TENTH of an Indenture of Trust dated February 18, 1942, between DOROTHY H. RYAN as Grantor, and me, NINA M. RYAN, as Trustee, I am vested with the power to appoint a Successor Trustee to succeed me in the event of my death prior to the termination of the Trust, with all of the rights, duties, powers and immunities conferred upon the Trustees therein by the said Trust Indenture. Pursuant to such power, I hereby appoint my son, PHILIP CARROLL, as Successor Trustee to me with all of the powers, rights and duties possessed by me as Trustee.

SECOND

4642

A. Since my son PHILIP CARROLL now owns the tangible contents of Doughoregan Manor in Howard County, Maryland and is now farming the surrounding acres, I give and bequeath to him, but not by way of limitation, all farm and garden implements, equipment, livestock, and produce, together with all other tangible personal property there located used in connection with the farming operation. But if he is not

living then I give and bequeath the same to his son, PHILIP D. CARROLL; but if he is not living then to the Trustees of the Carroll Trust which is hereinafter provided for in subparagraph (c) of paragraph II of Article Third.

B. I give and bequeath the contents of my apartment at 33 East 70th Street, New York, N.Y. as follows:

1. To my son, PHILIP CARROLL, the two Shakespeare pictures, now in the living room, constituting part of a set at The Manor and all blue, white, gold and red china compotes, dishes, plates, urns, etc., constituting part of a set now at The Manor.
2. To my son, JOHN LEE CARROLL, the painting of The Manor by Felix Kelly now in the library of my apartment.
3. To my children, PHILIP CARROLL, JOHN LEE CARROLL and MARY CARTER CARROLL ZIEGLER, all my furs, jewelry, clothing and other personal effects, to be allocated among them as they should agree among themselves.
4. All the rest and remainder of the contents of my apartment, including, but not by way of limitation, the silverware, glass, china, furniture, pictures, rugs, books, ornaments and all other household goods and furnishings to my children, JOHN LEE CARROLL and MARY CARTER CARROLL ZIEGLER, to be allocated between them as they should agree.

4643

In the event that any child of mine should predecease me, leaving children him or her surviving, then anything in this paragraph B to the contrary notwithstanding, such children shall receive and share equally the articles which my child would have received had he or she survived me.

THIRD

In and by Article SECOND of the Last Will and Testament of my late husband, PHILIP A. CARROLL, dated May 9, 1946 together with Article FIRST of the Codicil thereto dated October 16, 1953, both of which were duly admitted to probate in the Surrogate's Court of New York County, New York, I was given a life estate in all of his real property situated in Howard County, Maryland, with all improvements thereon together with a general power to appoint the said property by Deed or Will.

Pursuant to the aforesaid power vested in me, I hereby appoint any and all of the aforesaid CARROLL lands and real property situated in Howard County, Maryland, together with any and all buildings and improvements thereon and appurtenances thereto, and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such real property, and any investment or reinvestment thereof as follows:

4644

I. I appoint Doughoregan Manor House together with about seven hundred and fifty (750) acres, more or less, of the surrounding lands (said house and surrounding lands being hereinafter referred to as "The Manor"), and all buildings and improvements thereon and all appurtenances, constituting that part of the real property lying north of the center line of Paul's Lane extending to the easterly

boundary of said property, being that portion of said property which was conveyed to PHILIP A. CARROLL, by CHARLES CARROLL, JR., by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H..H. No. 117, Folio 113, to my son, PHILIP CARROLL, if living, or if he does not survive me, to his son, PHILIP D. CARROLL, if living, or, if PHILIP D. CARROLL does not survive me, to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees in trust however to hold and administer as provided in sub-paragraph (c) of paragraph II of this Article Third known as The Carroll Trust.

II. All of the remaining lands and real property in Howard County, Maryland over which I have the aforesaid power of appointment together with all buildings and improvements thereupon erected and all appurtenances and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such property, or any investment or reinvestment thereof and I appoint as follows:

4645

(a) I appoint an undivided one-fourth interest therein to my daughter, MARY CARTER CARROLL ZIEGLER, for her own use absolutely, if living, but if she is not living, I appoint the said interest to the trustees of The Ziegler Trust provided for in the following sub-paragraph (b) as an addition to that trust.

(b) I appoint an undivided one-fourth interest to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees of a trust (The Ziegler Trust) in trust nevertheless to hold, manage, invest and reinvest the same and to collect the income therefrom and to pay or apply the net income at least quarterly to, or to the use of, such members of a class composed of the children of my daughter, MARY CARTER CARROLL ZIEGLER, in such amounts and proportions as my trustees, in their discretion, shall determine from time to time. In disbursing the income the trustees, in their uncontrolled discretion, may pay to, or apply the same to the use of, any one member of the class or apportion it for the benefit of various members of the class to the exclusion of other members in such manner as they shall, from time to time, deem advisable without equality of treatment. Any net income not so distributed shall be added to the principal.

4646

Upon the death of the last surviving descendant of my husband, PHILIP A. CARROLL, living at the time of his death in 1957, or upon the twentieth anniversary of my death, whichever event first occurs, or upon the death of the last survivor of the children of MARY CARTER CARROLL ZIEGLER prior

thereto; this trust shall terminate and the trustees shall deliver and pay the principal then remaining in equal shares to each of the children of MARY CARTER CARROLL ZIEGLER then living, if any, and to the estate of each deceased child of MARY CARTER CARROLL ZIEGLER.

(c) In the event neither my son, PHILIP CARROLL, nor his son, PHILIP D. CARROLL, shall survive me I appoint an undivided one-half interest to my granddaughter, CAMILLA CARROLL, for her own use absolutely or to her estate if she should predecease me, but if either my aforesaid son or grandson should survive me, then in either such event the above appointment to my granddaughter, CAMILLA CARROLL shall be cancelled and shall be of no effect and in lieu thereof I appoint the aforesaid undivided one-half interest to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees of a trust (The Carroll Trust) in trust nevertheless to hold, manage, invest and reinvest the same to collect the income therefrom, and to pay or apply the net income therefrom at least quarterly to, or to the use of, such members of a class composed of the children of my son, JOHN LEE CARROLL, in such amounts and proportions as my trustees, in their discretion shall determine from time to time. In disbursing the income the Trustees,

in their discretion may pay to, or apply the same to the use of, any one member of the class or apportion it for the benefit of various members of the class to the exclusion of other members in such manner as they shall, from time to time, deem advisable without equality of treatment. Any net income not so distributed shall be added to principal.

Upon the death of the last surviving member of the descendants of my husband, PHILIP A. CARROLL, living at the time of his death in 1957 or upon the twentieth anniversary of my death, whichever event first occurs, or upon the death of the last survivor of the children of JOHN LEE CARROLL prior thereto, this trust shall terminate and the Trustees shall deliver and pay the principal then remaining in equal shares to each of the children of JOHN LEE CARROLL then living if any and to the estate of any deceased child of JOHN LEE CARROLL, provided however that if The Manor be included in said principal then and in that event The Manor shall be conveyed to such male child or children of JOHN LEE CARROLL as the trustees shall designate and to be charged against the distribution share or shares of said male or males so designated.

FOURTH

A large portion of the Maryland real property subject to

1648

~~my aforesaid power of appointment is now subject to an easement~~  
my aforesaid power of appointment is now subject to an easement granted by me to Maryland Historical Trust. Since all of the various parcels of real property subject to my power of appointment are contiguous or nearly so, and have been and now are being maintained and operated as a unit primarily as a farm, it is my wish that the beneficiaries under paragraph II of Article Third herein coordinate their efforts with those of the owner of Doughoregan Manor to the extent that the law allows so that the operation of the various parcels will be devoted to the same enterprise if possible and as much as possible.

FIFTH

I appoint any and all property over which I may have a power of appointment by Will under Article Fifth of the last Will and Testament of my husband, the late PHILIP A. CARROLL, into three equal shares as follows:

I. I appoint one such share to my son, PHILIP CARROLL, absolutely, if he survives me, but if he does not, then to his son, PHILIP D. CARROLL and his daughter, CAMILLA CARROLL, in equal shares but if either predeceases me leaving descendants, such descendants shall take the share which my grandchild would have received had he or she survived me, but if there be none, to his or her estate.

4649



II. I appoint one such share to my son, JOHN LEE CARROLL, absolutely, if he should survive me, or if he should predecease me, to his descendants me surviving, in equal shares per stirpes.

III. I appoint one such share to my daughter, MARY CARTER CARROLL ZIEGLER, absolutely, if she should survive me, or if she should predecease me, to her descendants me surviving, in equal shares per stirpes.

IV. If the appointment of any share of the property over which I have a power of appointment by Will under Article Fifth of said Will of said PHILIP A. CARROLL should lapse or fail then I appoint such lapsed or failed share to the persons entitled to receive the balance of such property under the foregoing provisions of this Article in the proportions which their respective shares bear to each other.

4650

SIXTH

ALL THE REST, RESIDUE AND REMAINDER of my estate of whatsoever kind and wheresoever situated, I give, devise and bequeath as follows:

A. One third (1/3) thereof to my son, PHILIP CARROLL, if living; but if he is not living, then to his son, PHILIP D.

CARROLL and his daughter, CAMILLA CARROLL, in equal shares, but if either of them be not living, then his or her share shall go to his or her descendants if any, me surviving and if none, then to his or her estate.

B. One-third (1/3) thereof to my son, JOHN LEE CARROLL if living, but if he is not living, to his descendants me surviving in equal shares per stirpes.

C. One-third (1/3) thereof to my daughter, MARY CARTER CARROLL ZIEGLER, if living, but if she is not living, then to her descendants me surviving in equal shares per stirpes.

D. Should any child of mine predecease me, leaving no descendants me surviving, then the share which the child would have received had he or she survived me, I give to my descendants who survive me in equal shares per stirpes.

#### SEVENTH.

51 I direct that all estate, inheritance and succession taxes including interest assessed against my estate by federal or state governments with respect to property required to be included in my gross tax estate passing by this Will or otherwise shall be charged to and paid out of the principal of my residuary estate without contribution thereto from the persons benefited, but if such taxes exceed my residuary estate after the payment of debts and administration expenses, then and in that event I

direct that the excess tax be charged to the beneficiaries under paragraph II of Article Third herein in proportion to the value of their respective benefits received, such value to be based upon that value assessed in the federal estate tax proceeding in my estate.

EIGHTH

I hereby appoint my sons, PHILIP CARROLL and JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, to be executors of this my Will and I direct that no bond or other security be required of any of them as executors or as trustees of any trust that may come into existence under Article Tenth of this Will.

In and by Article Third I have appointed my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees of the trusts created therein. I direct that neither of them shall be required to file a bond or other security as trustee for the performance of his and her duties as such.

In the event of the death, resignation or failure to qualify of any of my aforesaid children as executor or trustee I authorize and empower that child to appoint his or her own substitute trustee or successor trustee. In the absence of such appointment I authorize and empower the other executors or trustees to appoint a substitute or successor executor or trustee as the case may be. Any appointments provided for

herein shall be made in writing and shall be filed in the court where this Will is probated.

NINTH

In addition to the powers vested in them by law, I grant to my executors and to my trustees (as to the latter in addition to the powers set forth in Article FOURTH herein), with respect to any and all property, whether real or personal belonging to me at the time of my death or which may at any time be held by them hereunder, the following powers which may be exercised at any time during the administration of my estate, the continuance of any trust hereunder until actual distribution of all property in their hands:

(1) To retain such property as an investment without regard to the proportion such property or property of a similar character, so held, may bear to the entire amount of my estate, or of the trust in which such property is held, and whether or not the same be within the class of securities in which Trustees are authorized by law or any rule of court to invest trust funds.

(2) To sell such property at either public or private sale for cash or on credit, to exchange such property, and to grant options for the purpose thereof.

(3) To invest and reinvest in any property, in which a reasonably prudent person would invest, including but not by way of limitation, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, and shares of interests in investment trusts, without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds.

(4) To consent to and participate in any reorganization, consolidation, merger, combination, dissolution, change of capitalization or other changes of corporate structure, or any plan for any such change, and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant thereto.

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(5) To deposit any such property with any protective reorganization or similar committee, to delegate discretionary power thereto, and to pay part of its expenses and compensation and any assessments levied with respect to such property.

(6) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property, and to grant proxies, discretionary or otherwise, in respect thereto.

(7) To manage any such real property as if the absolute owner thereof, including but not by way of limitation the power to lease, or grant options to lease the same for any term or terms, although in excess of five years, and although any such terms may extend beyond the period of the trust under this my Will, without application to any court, and to enter into any covenants or agreements relating to the property so leased or any improvements which may then or thereafter be created thereon.

(8) To borrow money, and to pledge or mortgage any such property, for any purpose.

(9) To satisfy any general legacy or any part thereof, including any legacy to themselves as Trustees of the trusts under this Will, in kind; and in the division or distribution of my estate or the trusts under this Will, or any part thereof, including any distribution or payment

to themselves as Trustees of any trust under this Will, to make partition, division or distribution of property, or such payment, in kind, and for any such purpose to determine the value of any such property, which determination shall, to the extent permitted by law, be conclusive and not subject to review.

(10) To apportion between income and principal charges or expenses incurred by, or taxes assessed against my estate or the trusts hereunder, or to allocate the same wholly to principal or wholly to income, and any such apportionment or allocation shall, to the extent permitted by law, constitute full protection to my said Executors and Trustees with respect to any action taken or payments made in reliance therein.

(11) To appoint agents to set in his or their behalf, and to delegate discretionary powers to such agents.

(12) To extend the time of payment of any obligation at any time owing by or to my estate, or the trusts under this Will and to compromise, settle or submit to arbitration upon such terms as they may deem advisable, or to release with or without consideration, any claim in favor of

or against my estate or the trusts under this Will.

(13) To do all such acts, take all such proceedings and exercise all such rights and privileges, although not hereinbefore specifically mentioned, with relation to any such property as if the absolute owner thereof, and in connection therewith to make, execute and deliver any instrument and to enter into any covenants or agreements binding my estate or the trusts under this Will.

In distinguishing between income and principal hereunder, my Trustees shall not be required to amortize premiums paid for trust securities, and all stock and extraordinary dividends shall be treated as principal and added to the trust fund so far as permitted by law.

In the administration of my estate and of the trust hereunder, my Executors and my Trustees are hereby authorized to deposit any securities held by him or them in a custodian account in a bank or trust company, and to cause any such securities so deposited by them to be registered and held in the name of the nominee of such depository without words indicating fiduciary capacity, and to pay the custodian fees and other charges of such bank or trust company for the custody of such securities, the collection of income and other



custodian services, and to charge the same against income of the estate, or of the trust as the case may be, and I direct that no part of such charge shall be deducted from or applied against the compensation of my individual Executors or my individual Trustees hereunder.

No one dealing with my Executors or my Trustees shall be obliged to look to the application of any moneys or other properties paid or delivered to my Executors or my Trustees.

#### TENTH

If at any time any or all the principal of my residuary estate or any property, real or personal, appointed by any other Article of this my Will would, but for the provisions of this paragraph, vest in a minor, then anything hereinabove contained to the contrary notwithstanding, I give, devise, bequeath and appoint such property to my sons, PHILIP CARROLL and JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as Trustees, IN TRUST, to hold, manage, invest and reinvest the same, to collect and receive the income therefrom and of the principal thereof as they in their absolute discretion shall deem advisable for the

support, maintenance and education of such minor, and to accumulate any income not so applied until such minor shall attain the age of twenty-one years; and upon such minor attaining such age, my Trustees shall transfer and pay over to such minor the principal and accumulated income then in their hands hereunder; or in the event of the death of such minor prior to attaining the age of twenty-one years, my Trustees shall thereupon transfer and pay over the principal and accumulated income then in their hands hereunder to the personal representative of such minor.

In any case, where my Trustees are authorized to make payment to a minor, my Trustees may make application of income or principal to or for the use of such minor either by payment directly to such minor or by payment for the benefit of such minor; to the parent of such minor or to the guardian of such minor or to the person with whom such minor may reside, or by paying the expenses of such minor, to such minor and the receipt of such minor, parent or guardian or such other person for all payments so made or other evidence of such expenditures shall be sufficient to discharge my Trustees from further liability for the amount so paid or expended.

ELEVENTH

Except as expressly provided herein by Article THIRD and FIFTH it is my intention not to exercise by this Will any power of appointment by Will which I may have at the time of my death.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of June 1979.

Nina Ryan Carroll (L.S.)

THE FOREGOING INSTRUMENT, was, on the day of the date thereof, signed, sealed, published and declared by NINA RYAN CARROLL, the Testatrix therein named, as and for her LAST WILL AND TESTAMENT, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

James J. Nugent residing at 31 Greenway Pointe 50  
N.Y. N.Y. 10003

Alone Buchanan residing at 41 Woods Hole Drive  
Scarsdale N.Y. 10583

Gerard T. McInerney residing at 119 West Lane  
Stamford Conn 06905

I, Nina Ryan Carroll, a resident of the City, County and State of New York do make, publish and declare this as a Codicil to my Last Will and Testament dated June 4, 1979.

FIRST: I hereby revoke paragraph I of Article Third of my will and declare in its place and stead the following:

(a) I appoint Doughoregan Manor House together with about seven hundred and fifty (750) acres, more or less, of the surrounding lands (said house and surrounding lands being hereafter referred to as "The Manor"), and all buildings and improvements thereon and all appurtenances, constituting that part of the real property lying north of the center line of Paul's Lane extending to the easterly boundary of said property, being that portion of said property which was conveyed to PHILIP A. CARROLL, by CHARLES CARROLL, JR., by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H. H. No. 117, Folio, to my grandson Philip D. Carroll and my granddaughter Camilla Carroll in equal shares as tenants in common. It is my wish that in the event that my granddaughter at anytime be vested with sole ownership of The Manor she will observe the Carroll family tradition that she exchange with some other male Carroll descendant her interest in The Manor for other Howard County realty of then-equal value owned by such other male descendant.

4661 (b) If neither grandchild survives me, then in that event I appoint The Manor as hereinabove describe to my son Philip Carroll and to his estate.

SECOND

As thus amended I hereby ratify and confirm my said Will of June 4, 1979 and declare that the Will and this Codicil together constitute my Last Will and Testament.

In Witness Whereof I have hereunto set my hand and seal this 2<sup>nd</sup> day of Nov., 1986.

Nina R. Carroll (U.S.)

THE FOREGOING INSTRUMENT, was, on the day of the date thereof, signed, sealed, published and declared by NINA RYAN CARROLL, the Testatrix therein named, as and for a codicil to her LAST WILL AND TESTAMENT, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Alfred A. Brady residing at 220 E 91<sup>st</sup> St NY 10128

Gene M. Gwalt residing at 1763 7<sup>th</sup> Ave. N Y C N Y 10128

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George T. Siskow residing at 714 West Lane

Stamford (1) 06900

SECOND CODICIL

TO

LAST WILL AND TESTAMENT

OF

NINA RYAN CARROLL

I, NINA RYAN CARROLL, domiciled in the City, County and State of New York, do hereby make, publish and declare this to be the Second Codicil to my Last Will and Testament dated June 4, 1979, as amended by my First Codicil dated November 28, 1986.

I.

I delete the last sentence of Paragraph A of Article SECOND of my said Will and substitute therefor the following:

"But if my son, PHILIP CARROLL, shall not survive me, then I give and bequeath the same to such of his lineal descendants as shall survive me, in equal shares, per stirpes."

II.

I hereby amend Article THIRD of my said Will, as amended by my said First Codicil, in its entirety; Article THIRD shall now read as follows:

"In and by Article SECOND of the Last Will and Testament of my late husband, PHILIP A. CARROLL, dated May 9, 1946, together with Article FIRST of the Codicil thereto dated October 16, 1953, both of which were duly admitted to probate in the Surrogate's Court of New York County, New York, I was given a life estate in all of his real property situated in Howard County, Maryland, with all improvements thereon together with a general power to appoint the said property by Deed or Will.

"Pursuant to the aforesaid power vested in me, I hereby appoint any and all of the aforesaid CARROLL lands and real property situated in Howard County, Maryland, together with any and all buildings and improvements thereon and appurtenances thereto, and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such real property, and any investment or reinvestment thereof as follows:

"I. I appoint Doughoregan Manor House together with about seven hundred and fifty (750) acres, more or less, of the surrounding lands (said house and surrounding lands being hereinafter referred to as 'The Manor'), and all buildings and improvements thereon and all appurtenances, constituting that part of the real property lying north of the center line of Paul's Lane extending to the easterly boundary of said property, being that portion of said property which was conveyed to Philip A. Carroll, by Charles Carroll, Jr., by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H. H. No. 117, Folio 113, as follows:

"A. If I shall die before January 1, 1990, to such of the lineal descendants of my son, PHILIP CARROLL, as shall survive me, in equal shares, per stirpes, as tenants in common, but if there be none, to my son, PHILIP CARROLL, if he shall survive me.

"B. If I shall not die before January 1, 1990, to my son, PHILIP CARROLL, if he shall survive me, but if he does not, to such of his lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

"II. I appoint all of the remaining lands and real property in Howard County, Maryland, over which I have the aforesaid power of appointment together with all buildings and improvements thereupon erected and all appurtenances and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such property, or any investment or reinvestment thereof, as follows:

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"A. An undivided one-fourth interest therein to my daughter, MARY CARTER CARROLL ZIEGLER if she shall survive me, but if she does not, to such of her lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

R.S.  
"B. An undivided one-fourth interest therein (i) if I shall die before January 1, 1990, to such of the lineal

descendants of my daughter, MARY CARTER CARROLL ZIEGLER, as shall survive me, in equal shares, per stirpes, as tenants in common; or (ii) if I shall not die before January 1, 1990, to my daughter, MARY CARTER CARROLL ZIEGLER, if she shall survive me, but if she does not, to such of her lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

"C. An undivided one-half interest therein (i) if I shall die before January 1, 1990, to such of the lineal descendants of my son, JOHN LEE CARROLL, as shall survive me, in equal shares, per stirpes, as tenants in common; or (ii) if I shall not die before January 1, 1990, to my son, JOHN LEE CARROLL, if he shall survive me, but if he does not, to such of his lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

"III. Should any child of mine predecease me, leaving no descendant surviving me, then the share which the child would have received had he or she survived me, I give to my descendants who survive me, in equal shares, per stirpes.

"IV. In the event that distribution of the property described in Paragraph I of this Article would be deemed a generation skipping transfer for federal tax purposes, I hereby direct my executors to allocate to said property the One Million Dollars (\$1,000,000) exemption applicable to generation skipping transfers pursuant to Section 2631 of the Internal Revenue Code, as amended. If said distribution would not be deemed a generation skipping transfer for federal tax purposes or to the extent the exemption is not needed to prevent imposition of the generation skipping tax, I hereby direct my executors to allocate said One Million Dollars (\$1,000,000) exemption, or the remaining amount of the exemption, among any property described in Paragraph II of this Article deemed to be generation skipping transfers for federal estate tax purposes in proportion to the value of said property."

### III.

I amend Article EIGHTH by revoking in its entirety the second paragraph of said Article. I amend the third paragraph of said Article by deleting from the first sentence the phrase, "substitute trustee or successor trustee", and



substituting therefor the phrase, "substitute or successor executor or trustee".

IV.

I amend the first paragraph of Article NINTH by deleting the phrase "(as to the latter in addition to the powers set forth in Article FOURTH herein)".

V.

I amend the first paragraph of Article TENTH of my said Will by deleting the phrase, "appointed by any other Article of this Will", and substituting therefor the phrase, "appointed by Article FIFTH or SIXTH of this Will".

VI.

I hereby revoke my First Codicil dated November 28, 1986, to my said Last Will and Testament in its entirety being an amendment to Article THIRD which has been wholly restated in this Second Codicil.

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VII.

As thus amended, I hereby ratify and confirm my said Will of June 4, 1979 and declare that the Will and this Second

W.B.S.

Codicil together constitute my Last Will and Testament.

In Witness Whereof I have hereunto set my hand and seal this 10 day of April, 1987.

Nina Ryan Carroll (L.S.)  
NINA RYAN CARROLL

THE FOREGOING INSTRUMENT, was, on the day of the date thereof, signed, sealed, published and declared by NINA RYAN CARROLL, the Testatrix therein named, as and for a codicil to her LAST WILL AND TESTAMENT, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Robert J. Jones residing at 67-66 108<sup>th</sup> St.  
Forest Hill, N.Y.

Nancy Z. Niedt residing at 311 East 72nd St.  
New York, NY

Lisa D. Rosner residing at 124 West 66<sup>th</sup> St.  
New York, N.Y.

STATE OF NEW YORK            )  
                                  )  SS.:  
COUNTY OF NEW YORK         )

Each of the undersigned, individually and severally, being duly sworn, deposes and says:

The within Codicil was subscribed in our presence and sight at the end thereof by NINA RYAN CARROLL, the within named testatrix, on the 10<sup>th</sup> day of April, 1987, at 33 East 70th Street, Apartment 6F, New York, New York 10021.

Said testatrix at the time of making such subscription declared the instrument so subscribed to be her Codicil.

Each of the undersigned thereupon signed his and her name as a witness at the end of said Codicil, at the request of said testatrix and in their presence and sight and in the presence and sight of each other.

Said testatrix was, at the time of so executing said Codicil, over the age of eighteen years, and, in the respective opinions of the undersigned, of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Codicil.

Said testatrix, in the respective opinions of the undersigned, could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment which would affect her capacity to make a valid Codicil. The Codicil was executed as a single, original instrument and was not executed in counterparts.

Each of the undersigned was acquainted with said testatrix at such time, and makes this affidavit at her request.

The within Codicil was shown to the undersigned at the time this affidavit was made, and was examined by each of them as to the signature of said testatrix and of the undersigned.

The foregoing instrument was executed by said testatrix and witnessed by each of the undersigned affiants

under the supervision of Steven Lainer, an attorney-at-law.

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

Severally sworn to before me this 10th day of April, 1987

[Handwritten Signature]  
Notary Public

ELFONE D. REILLY  
Notary Public, State of New York  
No. 41-471217-1  
Qualified in Queens County  
Commission Expires May 31, 1988

ESTATE OF NINA R. CARROLL

The Maryland assets consist of tangible and intangible personal property. The list of recipients under the will and codicils and their relationship is as follows:

Son: Philip Carroll P.R. \*  
3500 Manor Lane  
Ellicott City, Md. 21043

Son: John Lee Carroll P.R.  
215 East 72nd Street  
New York, New York 10021

Daughter: Mary Carter Carroll Zeigler P.R.  
P.O. Box 146  
Free Union, Va. 22940

Grandchildren:

Philip D. Carroll \*  
Apt. 252  
1670 El Camino Real  
Menlo Park, CA 94025

Camilla Carroll \*  
USARU  
APO New York 09053

John Lee Carroll, Jr.  
Box 199  
Queenstown, Md. 21658

Thomas T. Carroll  
215 E. 72nd Street  
New York, New York 10021

Genevieve Anne carroll :



## MARYLAND HISTORICAL TRUST

## DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 23<sup>d</sup> day of May 1977, by and between NINA R. CARROLL, Grantor, and the MARYLAND HISTORICAL TRUST, Grantee,

\*\*\* WITNESSETH \*\*\*

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historical, aesthetic and cultural properties, all as is more particularly provided by law; and

WHEREAS, Grantor is the owner, pursuant to the Will of Philip A. Carroll, dated May 9, 1946, and a Codicil thereto dated October 16, 1953, of a life estate and a general power of appointment in improved real property known as Doughoregan Manor, located in the Second and Third Election Districts of Howard County, State of Maryland, which property is hereinafter referred to as the Property and is more particularly described below; and

WHEREAS, the Property, including all the land covered by this easement, has substantial historic, aesthetic and cultural character and importance, and this easement will promote the preservation and maintenance of the Property and its historic aesthetic and cultural character; and

WHEREAS, Grantee has determined that this easement is exclusively for conservation purposes; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer this easement;

NOW, THEREFORE, in consideration of the premises Grantor, as life tenant and in partial exercise of her power of appointment referred to above, gives and conveys to Grantee an easement (hereinafter the "Easement") in all of that certain lot or parcel of land known as Doughoregan Manor, together with all of the improvements thereon and appurtenances, rights, and interests thereunto belonging, the Property being more particularly described as follows:

Beginning for the same at a cut granite stone heretofore set on the Northern margin of the sixty-six foot wide right-of-way of the Baltimore to Frederick Turnpike Road, the said point being directly opposite Manor Lane, and at the end of the fifteenth or N 70 degrees W 181 perches line of that land, which by deed dated June 7, 1866 and recorded among the Land Records of Howard County in Liber WWW 25, folio 316, etc. was granted and conveyed by Charles Carroll and Caroline Carroll, his wife, to Anita Carroll, wife of John Lee Carroll and running with the said road margin and reversely with the said fifteenth line plus a straight line prolongation thereof, with bearings corrected to True Meridian, as now surveyed;

(1) S 73 degrees 02 minutes 48 seconds E 3140.09 feet to intersect the thirteenth outline at 2921.96 feet on said line, thence running reversely with said line and passing over a concrete monument now set on the Southern margin of the said road right-of-way.

(2) S 25 degrees 58 minutes 45 seconds E 2921.96 feet to a concrete monument now set, thence running reversely with the twelfth and a part of the eleventh outlines respectively.

(3) S 21 degrees 10 minutes 35 seconds E 412.58 feet to a granite stone heretofore set, thence

(4) S 87 degrees 17 minutes 37 seconds W 523.99 feet to a granite stone heretofore set at the end of the third line of that land, the said land being a part of the land herein described, which by deed dated November 26, 1867 and recorded among the said Land Records in Liber WWW 27, folio 411 etc., was granted and conveyed by Matthais Hammond and Clara Hammond, his wife, to Anita Carroll, wife of John Lee Carroll and running reversely with the said third line

(5) S 07 degrees 19 minutes 03 seconds E 2783.20 feet to a granite stone heretofore set at the end of the ninth or N 62 degrees



E 34-3/4 perches line of the aforementioned conveyance from Charles Carroll and wife, thence running reversely with the said ninth line

(6) S 61 degrees 55 minutes 21 seconds W 642.37 feet to a granite stone heretofore set at the end of the eighth or N 62 degrees E 157.5 perches line of that tract designated as Lot J, Division 5 and recorded among the Partition Records of Howard County in Liber EPH No. 1, folio 35 etc., and running reversely with the eighth to second line inclusively

(7) S 61 degrees 52 minutes 51 seconds W 2549.50 feet to a large granite stone with the letters CC cut therein, thence

(8) S 27 degrees 49 minutes 20 seconds E 3024.41 feet to a granite stone heretofore set.

(9) S 61 degrees 59 minutes 09 seconds W 180.43 feet to a concrete monument now set,

(10) S 27 degrees 01 minute 31 seconds E 513.33 feet to a granite stone heretofore set,

(11) S 49 degrees 13 minutes 56 seconds W 956.26 feet to a tall granite stone heretofore set,

(12) N 85 degrees 56 minutes 08 seconds W 1573.23 feet to a concrete monument now set,

(13) S 76 degrees 03 minutes 52 seconds W 1021.30 feet to a cut sandstone bearing the letter A cut therein, thence running reversely with the firstly described outline of the said Lot J in combination reversely with the seventeenth or N 76 degrees W 147 perches line plus the sixteenth line of that tract designated as Lot K in the aforementioned Partition Records

(14) S 76 degrees 13 minutes 08 seconds W 3570.74 feet to a stone marked five which is now reset, thence running reversely with the fifteenth and fourteenth outlines of Lot K.

(15) S 78 degrees 20 minutes W 561.00 feet passing over a stone heretofore set 35.61 feet from the end thereof, to a concrete monument now set on the west edge of an abandoned roadway, thence

(16) N 17 degrees 55 minutes 00 seconds W 2314.65 feet to a concrete monument now set at the point the persimmon tree once stood, thence running reversely with the combined thirteenth and twelfth outlines

(17) N 03 degrees 44 minutes 03 seconds W 354.05 feet to a point in the center of the stream between the abutments of an abandoned bridge site, thence reversely with the eleventh and tenth outlines respectively

(18) N 15 degrees 17 minutes 33 seconds W 165.00 feet to a concrete monument now set,

(19) N 19 degrees 47 minutes 33 seconds W 592.00 feet to an iron pipe heretofore set in the bed of Carroll's Mill Road, the said point also being at the end of the third or S 24-1/2 degrees W 23 perches line of the thirdly described or 20 acres 3 rods and 4 square perches parcel which by deed dated September 15, 1939 and recorded among the said Land Records in Liber BM Jr. No. 164, folio 403 etc. was granted and conveyed by Thomas P. O'Donnell and Ada D. O'Donnell, his wife, to Philip A. Carroll, and running three courses with the said Carroll's Mill Road and with the fourth, fifth and a part of the sixth lines of said third parcel

(20) S 72 degrees 11 minutes 00 seconds W 57.75 feet to an iron pipe now set,

(21) N 87 degrees 49 minutes 00 seconds W 396.00 feet to an iron pipe now set,

(22) N 69 degrees 36 minutes 00 seconds W 206.70 feet to an iron pipe now set at the end of the third or S 26 degrees 50 minutes W 209.10 foot line of that land which by deed dated January 12, 1939 and recorded among the said Land Records in Liber BM Jr.

No. 163 folio 258 was granted and conveyed by Thomas P. O'Donnell and Ada D. O'Donnell, his wife, to Isaac Johnson, the said parcel being an exception to the aforementioned thirdly described parcel and not the firstly described parcel as set forth in the said conveyance from O'Donnell to Carroll, thence running reversely with the third and second lines of the Johnson lot

(23) N 21 degrees 54 minutes 00 seconds E 209.10 feet to a concrete monument now set,

(24) N 69 degrees 36 minutes W 209.10 feet to a concrete monument now set at 161.23 feet on the eighth line of the aforementioned thirdly described parcel thence with a part of the eighth and all of the ninth outlines

(25) N 21 degrees 54 minutes 00 seconds E 610.97 feet to a concrete monument now set on the West edge of a flintstone quarry, thence running with the combined tenth and eleventh outlines, and excluding the said quarry

(26) S 09 degrees 51 minutes 00 seconds E. 176.55 feet to an iron pipe now set, thence with the twelfth and thirteenth lines respectively

(27) S 80 degrees 96 minutes 00 seconds E. 13.20 feet to an iron pipe now set.

(28) S 89 degrees 36 minutes E. 151.80 feet to a concrete monument now set, thence running with the fourteenth line of the said third parcel plus the seventh or N 2 degrees W. 9.8 perches outline of the tract firstly described in the aforementioned conveyance from O'Donnell to Carroll

(29) N 00 degrees 50 minutes 33 seconds E. 828.36 feet to an iron pipe now set in a white oak stump, thence with the eighth, ninth, tenth and eleventh lines of the said firstly described parcel

(30) N 18 degrees 33 minutes 07 seconds W. 112.20 feet to an iron pipe now set in a black oak stump

(31) N 24 degrees 56 minutes 53 seconds E. 1468.58 feet to a concrete monument now set

(32) S 65 degrees 03 minutes 07 seconds E. 394.22 feet to a stone heretofore set beside a gully,

(33) N 27 degrees 16 minutes 05 seconds E. 653.39 feet to a concrete monument now set at the end of the third or S 27-1/2 degrees E 25-3/4 perches lines of that land, which by deed dated March 31, 1927 and recorded among the said Land Records in Liber H.B.N. No. 129, folio 532, etc. and running reversely with the third, second, and a part of the first outlines of said land

(34) N 32 degrees 28 minutes 55 seconds W. 417.44 feet to a poplar tree

(35) N 42 degrees 41 minutes 06 seconds W. 364.81 feet to a stone heretofore set

(36) N 13 degrees 31 minutes 04 seconds E. 1056.53 feet to a concrete monument heretofore set at the end of the third or S 37-1/2 degrees E. 625 foot line of that land, which by deed dated April 13, 1948 and recorded among the said Land Records in Liber M.W.B. No. 203, folio 483 etc., was granted and conveyed by John Yarrow Eccles, Executor of Will and Codicil of Helen Beatrice Cavendish Moyle Sherer, Late of Knightsbridge to Philip A. Carroll and running reversely with the said third line

(37) N 47 degrees 48 minutes 39 seconds W. 634.82 feet to the centerline of Vineyard Road as it is now located and passing over a concrete monument heretofore set on the Eastern boundary of said road, thence running four courses and distances with the said Vineyard Road and reversely with the second line of the said conveyance from Eccles to Carroll

(38) N 57 degrees 55 minutes 48 seconds E. 500.86 feet to the end of the twenty-first or S 56 degrees W 35 perches line of

LIBER 0826 FOLIO 54B

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the herein firstly mentioned conveyance to Anita Carroll, thence running reversely with the twenty-first to sixteenth lines of said land inclusively.

(39) N 53 degrees 00 minutes 48 seconds E. 577.50 feet,

(40) N 39 degrees 45 minutes 48 seconds E. 2458.50 feet,

(41) N 26 degrees 15 minutes 48 seconds E. 2376.00 feet

to the center-line intersection of Vineyard Road and the aforementioned Baltimore to Frederick Turnpike Road, thence one course with the centerline of the said Turnpike.

(42) S 82 degrees 36 minutes 44 seconds E. 189.50 feet,  
thence

(43) N 14 degrees 06 minutes 44 seconds W. 35.47 feet to  
the Northern right-of-way margin,

(44) S 82 degrees 36 minutes 44 seconds E. 1394.98 feet  
to the point of the beginning, containing 2042.28 acres of land,  
more or less.

Exhibit A hereto consists of 40 pages, and includes as page 1 a schedule (which is recorded with this deed of easement) describing the documents, photographs and other things that are a part of the exhibit and that are filed at the offices of Grantee, that are not recorded herewith but are nonetheless as fully and completely incorporated into this deed of easement as though recorded herewith.

The Easement is subject to any and all presently existing valid encumbrances, easements and rights of way upon the Property.

The Easement shall be of a duration of thirty (30) years from the date hereof and shall then fully terminate. It is an easement in gross and as such is inheritable and assignable and runs with the land as a binding servitude and as an incorporeal property interest in the Property enforceable by Grantee, its

successors and assigns with respect to the Property and against Grantor and Grantor's heirs, successors and assigns; and to that end Grantor covenants on behalf of herself, her heirs, successors and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a binding servitude until the date of termination, to do and to refrain from doing upon the Property each of the following stipulations, which contribute to the public purpose in that they aid significantly in the preservation and conservation of the Property:

1. No industrial or commercial activities, with the exception of farming (including the sale of farm products to the public), shall be carried on on the Property, except such as can be carried on from a residential or farm building without alterations to the external appearance of the building.

2. Timberlands shall be managed in accordance with sound forestry practices, and trees may be selectively or clear cut from time to time in such manner as will not permanently alter the character of such lands as forest lands. Notwithstanding the provisions of the preceding sentence, timberland may be cleared for agricultural use or for any construction permitted by paragraph 4 hereof.

3. No dump of ashes, sawdust, bark, trash, rubbish or any other unsightly or offensive material, except that which is produced by or maintained for agricultural use, may be permitted on the Property visible from the public roads and highways.

4. No building or other structure shall be built or maintained on the Property other than those buildings or structures which are on the date hereof located on the Property as described and depicted in Exhibit A, except as follows:

(a) fences and unpaved roads, when constructed or maintained for agricultural purposes, are not included within the meaning of "building" or "structure" as used herein;

(b) any building or structure may be constructed and maintained for agricultural use, including residential houses for workers (including guards) on the Property and garages or other buildings or structures incident to such houses.

(c) no more than eight (8) additional houses may be constructed and maintained on the Property, together with out-buildings and structures reasonably related thereto, including (but not limited to) access roads, wells, barns or stables, garages, swimming pools, tennis courts, garden structures and the like, provided that no such house shall be constructed except for the bona fide personal residential use of one or more of Grantor's lineal descendants, including lineal descendant by adoption.

5. \*Without the express written permission of the Director of the Maryland Historical Trust (hereinafter the "Officer"), no construction, alteration or remodeling or any other thing shall be undertaken or permitted to be undertaken on the existing structures numbered 1, 3, 4, 5, 7 and 22 on page 4 of Exhibit A which would affect their exterior, as described and depicted in Exhibit A; provided, however, that the maintenance, reconstruction, repair, repainting or refinishing of any of said exteriors, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted without such written permission of the Officer provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not materially alter the appearance thereof as they are as of this date. The term exterior shall include general style and arrangement of such exterior, including the kind and texture of building materials and the type and style of all exterior windows, doors, light fixtures, signs and other similar features, but not the color of paint or other finish.

6. Grantor agrees, to the extent reasonably financially feasible, to maintain the Manor House (Exhibit A, p. 4, No. 1) in good, clean and safe condition and shall maintain, repair and administer it to preserve its historic, aesthetic and cultural character and appearance as is described and depicted in Exhibit A; provided, that nothing herein shall require reconstruction if the Manor House is destroyed in whole or in part by casualty loss. This covenant is expressly limited to the Manor House and does not apply to any other improvement on the Property. The obligations of this affirmative covenant are expressly declared not to apply to the existing structures numbered 3, 4, 5, 7 and 22, which are subjected to a negative covenant only in paragraph 5 above.

7. If at any time during the term of this Easement a public highway is proposed to run across the Property between the existing Manor Lane and the eastern boundary of the Property in a generally north-south direction, such public highway may be constructed and maintained if (a) the Officer finds that such highway would be less deleterious to the historic, aesthetic and cultural character of the Property than is the existing Manor Lane, and (b) the public right of way over the existing Manor Lane as it crosses all or substantially all of the Property is surrendered.

8. Grantee shall have the right to enter the Property for the purpose of inspecting the Property to determine whether there is compliance by Grantor with the terms of this Easement, provided that (a) such right may be exercised no more frequently than once every two years, (b) no more than one representative of Grantee shall be entitled to participate in each inspection, and (c) the interiors of all buildings and structures shall be exempt from inspection.

9. Upon any breach of the terms of this Easement by Grantor, Grantee shall have the following rights, which shall be cumulative and shall be in addition to any other rights and remedies available to grantee at law or in equity:



(a) to require restoration of the Property to the condition required by this Easement;

(b) to enjoin any breach or enforce any covenant hereof by ex parte, interlocutory, and final injunction; and

(c) to recover compensatory damages for any breach, which damages shall be applied to restoration of the Property to the condition required by this Easement.

No failure on the part of the Grantee to enforce any covenant or provision herein nor the waiver of any right hereunder by Grantee shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in event of a subsequent breach or default.

10. In any event where the terms of this Easement require the consent of the Officer, such consent shall be requested by notice to the Officer and consent shall be deemed to have been given within forty-five (45) days after receipt of notice by the Officer unless the Officer gives notice to Grantor of specific reason for disapproval. In any event where the Officer gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by notice to the Officer given within forty-five days of receipt of notice of disapproval from the Officer.

11. Any notice required to be given by this Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, addressed to the Officer, as follows:

Director  
Maryland Historical Trust  
Shaw House  
21 State Circle  
Annapolis, Md. 21401

or to the Grantee or the Officer at such other address as the Officer may from time to time designate by notice to Grantor. Any notice given in the foregoing manner shall be deemed to have been given when deposited with the United States Post Office.

12. This Easement is for the purpose of promoting and shall be construed so as to promote the purposes of the statutes creating and governing Grantee and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property.

13. Grantee agrees that it will hold the Easement exclusively for conservation purposes, i.e., that it will not transfer the Easement in exchange for money, other property, or services.

TO HAVE AND TO HOLD unto the Maryland Historical Trust, its successors and assigns, for thirty years.

Witness the following signatures and seals.

WITNESS:

GRANTOR:

[Signature]

Nina R. Carroll (SEAL)

WITNESS:

GRANTEE:

[Signature]

Maryland Historical Trust --

BY [Signature] (SEAL)  
ITS DIRECTOR

STATE OF ~~MARYLAND~~ <sup>New York</sup> NY COUNTY, to wit:

I HEREBY CERTIFY that on this 23 day of MAY, in the year '77, before the subscriber, personally appeared Nina R. Carroll and acknowledged the foregoing deed to be her act.

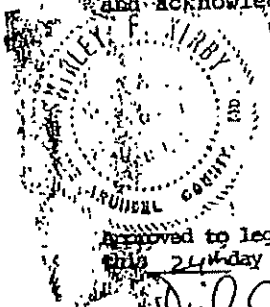
[Signature]  
Notary Public

My commission expires: 3-30-78

JOSEPH P. LABIN  
Notary Public, State of New York  
No. 31-4603817  
Commission Expires March 30, 1978

STATE OF MARYLAND Carroll County COUNTY, to wit:

I HEREBY CERTIFY that on this 1 day of June,  
in the year 77, before the subscriber, personally appeared  
Orwin C. Falboff, Director of the Maryland Historical Trust,  
and acknowledged the foregoing deed to be the act of said Trust.



Shirley J. Key  
Notary Public

My commission expires: 7/1/78

Approved to legal form and sufficiency  
this 24th day of May, 1977.

Will C. Hill  
ASSISTANT ATTORNEY GENERAL

## SCHEDULE OF EXHIBIT A

Page 1 of 40	Schedule
Page 2 of 40	Site Plan
Page 3 of 40	Aerial Photograph
Page 4 of 40	List of existing structures
Page 5 of 40	Entrance drive looking Northwest toward Manor House
Page 6 of 40	Manor House Southeast facade
Page 7 of 40	Manor House Southeast Facade main entrance detail
Page 8 of 40	Manor House main entrance molding detail
Page 9 of 40	Entrance drive looking Southeast from Manor House toward Manor lane
Page 10 of 40	Manor House Southeast facade Northeast end
Page 11 of 40	Manor House Chapel Southeast facade
Page 12 of 40	Manor House Chapel from Northeast
Page 13 of 40	Manor House Northwest facade
Page 14 of 40	Manor House Chapel Northwest facade
Page 15 of 40	Manor House Chapel detail of Northwest Entrance
Page 16 of 40	Manor House Central Section Northwest facade
Page 17 of 40	Manor House central section Northwest facade, tower detail
Page 18 of 40	Northwest Manor House Garden looking West from Manor House
Page 19 of 40	Manor House Northwest Facade looking Northeast
Page 20 of 40	Manor House Southwest facade
Page 21 of 40	Manor House Southwest end of Southeast facade
Page 22 of 40	Manor House Southeast facade Southwest wing detail
Page 23 of 40	Stone Spring House Northwest corner
Page 24 of 40	Stone Spring House Southwest corner
Page 25 of 40	Stone Spring House South facade
Page 26 of 40	Stone Spring House East facade
Page 27 of 40	Stone and Frame tenant house Southwest corner
Page 28 of 40	Stone and Frame tenant house East end
Page 29 of 40	Stone and Frame tenant house North facade
Page 30 of 40	Managers House West facade
Page 31 of 40	Managers House Southwest corner
Page 32 of 40	Managers House South facade
Page 33 of 40	Managers House Northeast corner
Page 34 of 40	Old Office Southwest facade
Page 35 of 40	Old Office Southeast corner
Page 36 of 40	Old Office Northwest end
Page 37 of 40	Horse barn complex from Southeast
Page 38 of 40	Horse barn complex from East
Page 39 of 40	Horse barn complex from Southeast
Page 40 of 40	Horse barn complex from North

DOUGHERGAN MANOR  
ELLICOTT CITY  
HOWARD COUNTY

## SCHEDULE

SCALE:

PREPARED: 5/77

JAC

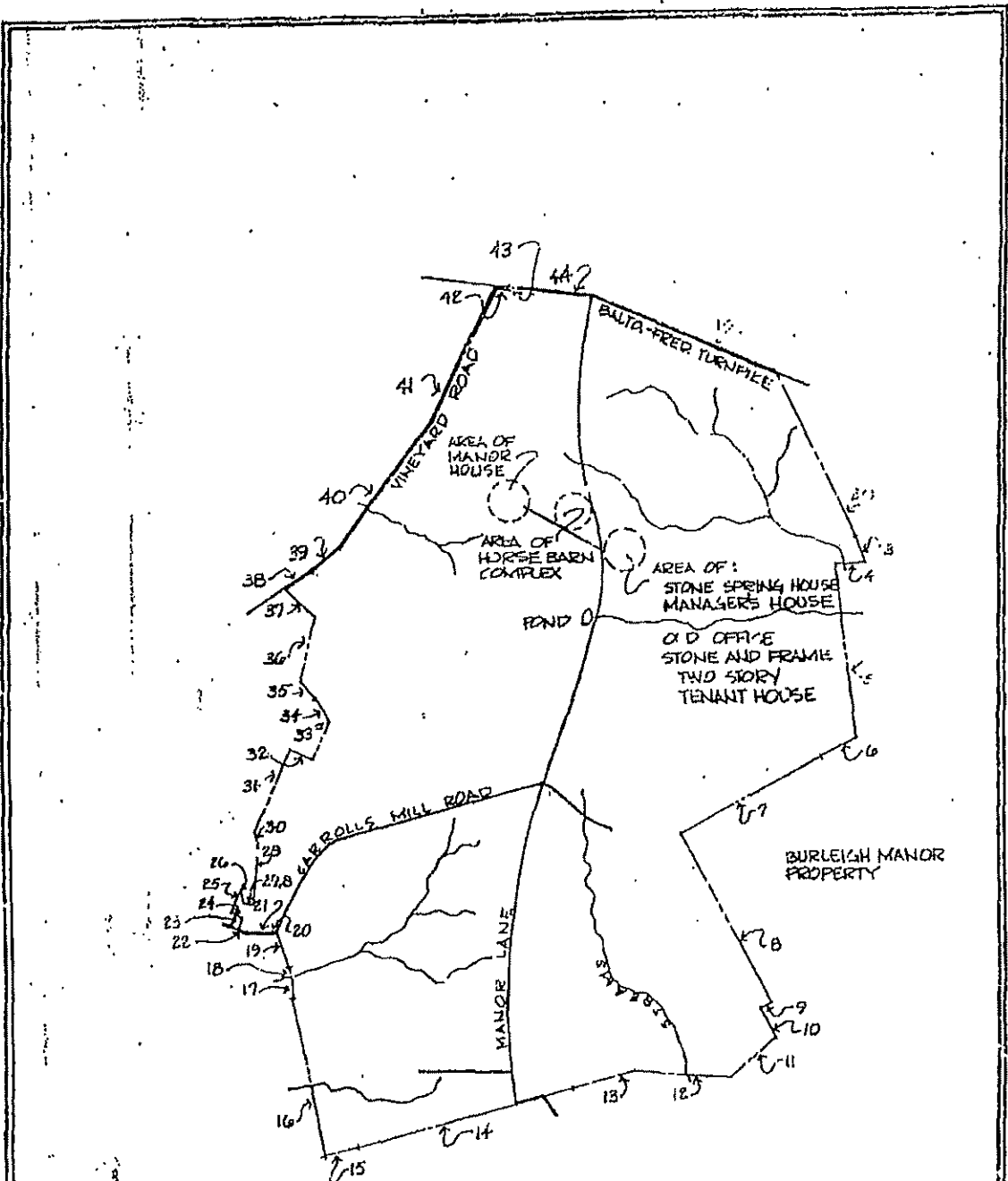
MARYLAND HISTORICAL TRUST

NORTH

EASEMENT EXHIBIT NO. A, page 1 of 40

SIGNED ORIGINAL ON FILE WITH THE M.H.T. *[Signature]* GRANTOR

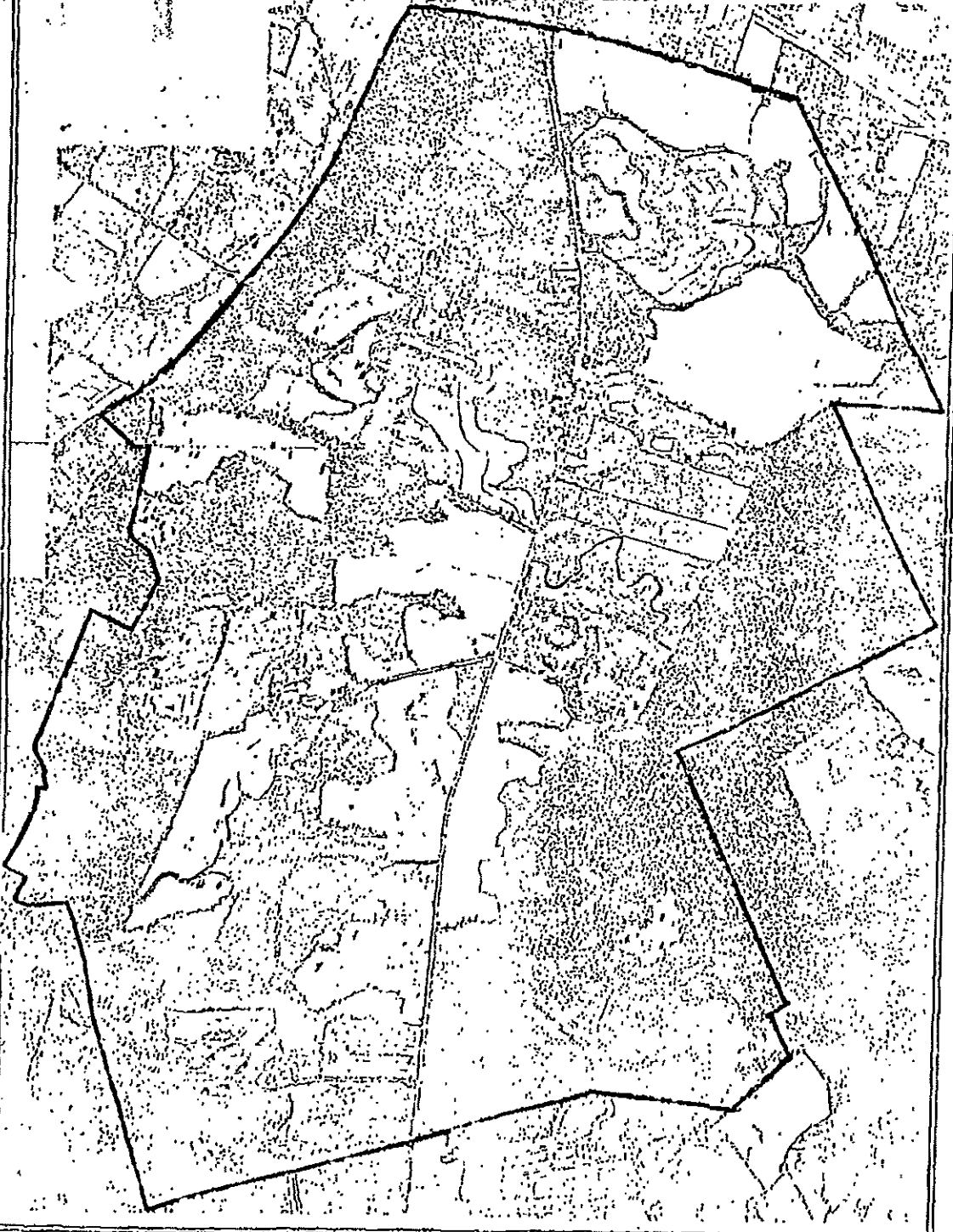
GRANTEE



NOTE: FOR NUMBERED BOUNDARY DESCRIPTIONS, SEE ATTACHED PROPERTY DESCRIPTION EASEMENT EXHIBIT NO. A, PAGES 2 AND 3 AND 4 OF 4 PAGES

DOUGHOEGAN MANOR ELLICOTT CITY HOWARD COUNTY	SITE PLAN SCALE: 1" = 2000' PREPARED: 3/77 MARYLAND HISTORICAL TRUST	JAC NORTH
EASEMENT EXHIBIT NO. A, Page 2 of 40		GRANTOR
SIGNED ORIGINAL ON FILE WITH THE M.H.T.		GRANTEE

NOTE: This aerial photograph is a photo reduction of the original 2' x 2' aerial photograph on file at the offices of the Maryland Historical Trust.



BOUGHOSSEAN MANOR  
ELLICOTT CITY  
HOWARD COUNTY

AERIAL PHOTOGRAPH

SCALE:  
PREPARED: 5/77 JAC  
MARYLAND HISTORICAL TRUST

NORTH

EASEMENT EXHIBIT NO. A, page 3 of 40

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE

LIST OF EXISTING STRUCTURESBUILDINGS:

- \*1. Manor House
2. Accompanying Building, Pool, Tennis Court
- \*3. Large Horse Barn (L-shaped) and Barrack (Horse barn complex)
- \*4. Manager's House
- \*5. Old Office, now apartments
6. Old Shop (apartments)
- \*7. Stone Spring House
8. Old Machine Shed (frame)
9. Small Machine Shed, next to old office
10. Combination Hay and Corn Storage building
11. Attached shed to above
12. Brick Shop Building
- 13, 14, 15. Three Silos (Two with roof, one without)
16. Large Pole Barn - used now as Machine Shed
17. Block and metal Dairy Building, not in use
18. Large Stone Building - in poor repair
19. Gate House (stone)
20. Old Bath House

TENANT HOUSES:

21. No. 3421 - Frame two-story
  - \*22. No. 3425 - Stone and frame two-story
  23. No. 3429 - Frame two-story
  24. No. 3433 - Frame two-story
  25. No. 3445 - Brick two-story
  26. No. 3457 - Rancher - frame construction
  27. No. 3461 - Stone two-story
  28. No. 3526 - Old Frame two-story
  29. No. 3536 - Frame two-story
  30. No. 4288 - Frame - two-story
- 31, 32, 33. On Mill Road, west side of Manor Lane - House and two (7) Farm buildings
- 34, 35, 36. On Hill Road, east side of Manor Lane - 2-story stone and frame house, and two (7) small buildings

*Map to: Iron Cornfield  
 Hill Road, Ellicott City  
 Howard County, Md 21111  
 1977*

DOUGHOEGAN MANOR  
 ELLICOTT CITY  
 HOWARD COUNTY

EASEMENT EXHIBIT NO. A, page 4 of 40

LIST OF EXISTING STRUCTURES

SCALE:

PREPARED: 5/77 JAC  
 MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE

LESS 1047 RCD833

(mod/ed 5/7/80)

R/W 31500

29

RIGHT OF WAY AGREEMENT

The undersigned hereby grant to BALTIMORE GAS AND ELECTRIC COMPANY, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain electric and telephone lines, including the necessary poles, crossarms, electric, telephone and other wires, anchors, guys, conduits, cables, street lights and equipment in, over, under and through the property of the undersigned situated on the east side of Manor Lane north and south of Carroll Mill Road being known as 3841 Manor Lane in 3rd District, Howard County and acquired from

PHILLIP A. CARROLL

will dated MAY 9, 1946 and recorded among the will Liber R. L. P. No. 11, folio 303. County in Howard

Together with the right to have access at all times to the lines; to erect, maintain, repair, reconstruct, alter, remove, replace, and trim, top, or cut down trees adjacent to the wires to provide ample clearance. No buildings or structures are to be erected under or over the lines.

The lines are or are to be located beginning at Manor Lane opposite the north side of Carroll Mill Road and extending in an easterly direction approximately 1360 feet.

Grantor also grants and conveys to the Company free and clear of all encumbrances, for value received, the existing pole line on grantor's property."

WITNESS MY hand and seal this 20th day of MAY 1980.

WITNESS: N.Y. Nina R. Carroll (SEAL) NINA R. CARROLL

STATE OF MARYLAND } TO WIT: COUNTY OF NY

I HEREBY CERTIFY, that on this 20 day of MAY 1980 before me, the subscriber, a Notary Public of the State of Maryland, in and for THE COUNTY aforesaid, personally appeared NINA R. CARROLL

and acknowledged the foregoing agreement to be her act and deed and WITNESS my hand and Notarial seal.

(L-481)-78-16 Rev. 3/74

KENNETH P. LADAN Notary Public

\*and in my presence signed and sealed the same.

KENNETH P. LADAN Notary Public, State of New York No. 31-023577 Qualified in New York County Commission Expires 12/31/81

B, G & C, Inc 401 Front St. P.O. Box 1475 Balto, md. 21203

R/W 31500  
CORRECT NINA R.

MAY 20, 1980



(OLG/sjt 3/26/81)

R/W 31500

34

RIGHT OF WAY AGREEMENT

The undersigned hereby grant to BALTIMORE GAS AND ELECTRIC COMPANY, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain electric and telephone lines, including the necessary poles, crossarms, electric, telephone and other wires, anchors, guys, conduits, cables, street lights and equipment in, over, under and through the property of the undersigned situated on the west side of Manor Lane south of Carroll Mill Road being known as 4288 Manor Lane

R/W 31500

In 3rd District, Howard County and acquired from

Phillip A. Carroll

Will

will by deed dated May 9th, 1986 Howard County in Liber

and recorded among the L&L Records of No. 11, folio 303

CE 9 1051 1501 1007

Together with the right to have access at all times to the lines; extend them to adjacent properties; string wires between any poles and from the nearest pole to any building; and trim, top, or cut down trees adjacent to the wires to provide ample clearance. No buildings or structures are to be erected under or over the lines.

The lines are or are to be located beginning at Manor Lane approximately 4705 south of Carroll Mill Road at Baltimore Gas and Electric Company pole now numbered 170015 and extending in a westerly direction approximately 1520 feet.

"Grantor also grants and conveys to the Company free and clear of all encumbrances, for value received, the existing pole line on grantor's property."

CARROLL, NINA R.

WITNESS my hand and seal this 29<sup>th</sup> day of MARCH 19 81, WITNESS:

*[Signature]*

*[Signature]* (SEAL) Nina R. Carroll RECD FEE 5.00

STATE OF MARYLAND County of New York

(SEAL) 10558 W 800957 CP40 102 110:37 105/5/81

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of March 19 81, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nina R. Carroll

and acknowledged the foregoing agreement to be her act and deed, and said act and deed was made without monetary consideration.

WITNESS my hand and Notarial seal.

*[Signature]* Notary Public

(L-447)-2016 (12-325) Rev. 3/70

Mail 20: Balt. Gas & Electric Co. Room 401 Forest St. P. O. Box 1475 Baltimore, Md 21203

ELLEN G. TRAUSSMAN Notary Public State of New York No. 105615710 Qualified in Nassau County On: 11/12/80 Expires March 19, 1981

500

MARCH 29, 1981

DEED OF PRESERVATION EASEMENT

000250  
25

THIS DEED OF PRESERVATION EASEMENT ("Preservation Easement") made this 4<sup>th</sup> day of October, 2006, by and between PHILIP CARROLL also known as Philip D. Carroll and CAMILLA CARROLL, individuals residing in Howard County, Maryland, having an address at 3500 Manor Lane, Ellicott City, Md, (the "Grantor") and THE HOWARD COUNTY CONSERVANCY, INC., a Maryland corporation and HOWARD COUNTY, MARYLAND, a body corporate and politic (hereinafter collectively referred to as the "Grantees").

WITNESSETH:

MDR H002  
Oct 12, 2006 01:14 PM

WHEREAS, The Howard County Conservancy, Inc. is a not-for-profit tax exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Service Code and is established to promote the preservation and protection of natural resources within Howard County, Maryland; and

WHEREAS, Howard County, Maryland is a body corporate and politic which is authorized pursuant to the Howard County Zoning Regulations to be the grantee of a preservation easement in the RC District (Rural Conservation); and

WHEREAS, the Grantees have been designated as two of the entities which may be parties to the Preservation Easement in accordance with the Howard County Zoning Regulations; and

WHEREAS, Grantor owns in fee simple 75 acres, more or less, of certain real property situate, lying and being in the Second Election District of Howard County, Maryland known as Parcel 71 on Tax Map 23 as shown on a Final Record Plat entitled, "Density Sending Plat Property of Philip Carroll and Camilla Carroll" and recorded as Plat No. 18572 among the Plat Book Records of Howard County, Maryland (the "Property"); and

WHEREAS, in consideration of the privilege of subdivision, the Grantor is willing to grant a perpetual preservation easement on a portion of the Property pursuant to the Howard County Zoning Regulations and Subdivision and Land Development Regulations applicable to cluster subdivisions within the RC District (Rural Conservation), whereby the Grantor restricts and limits the use of that portion of the Property shown and described as Preservation Easement, consisting of 75 acres of land, more or less, as shown on the aforesaid Final Record Plat ("the Preservation Parcel"), pursuant to the terms and conditions, and for the purposes hereinafter set forth, and Grantees are willing to accept such preservation easement as to the Preservation Parcel; and

WHEREAS, Grantor and Grantees have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Preservation Parcel, and, except as hereinafter provided, preventing the use or development of the Preservation Parcel for any purpose or in any manner that would conflict with the maintenance of the Preservation Parcel in its open-space conditions; and

Office of Law

WHEREAS, the Grantor and the Grantees acknowledge and agree that the primary purpose and use of the Preservation Parcel is Farming.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantees forever and in perpetuity a Preservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Preservation Parcel.

The purpose of this Preservation Easement is to preserve and protect the environment of the Preservation Parcel and to maintain permanently the open-space values of the Preservation Parcel and the dominant scenic, historic, cultural, rural, agricultural, woodland and wetland character of the Preservation Parcel.

To achieve these objectives, the following conditions and restrictions are set forth:

#### ARTICLE I.

1. As used in this Preservation Easement, the term "Grantor" means the Grantor, its personal representatives, heirs, successors and assigns and any other person(s) or entity(ies) now or hereafter having a legal interest in the fee simple title to the Preservation Parcel.

2. As used in this Preservation Easement, the term "Grantees" means the Grantees and their respective personal representatives, heirs, successors and assigns and any other person(s) or entity(ies) now or hereafter having a legal ownership interest in and benefit of the easement granted herein.

#### ARTICLE II. DURATION OF EASEMENT

This Preservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article IX and runs with the land as an incorporeal interest in the Preservation Parcel, enforceable with respect to the Preservation Parcel by Grantees against Grantor.

#### ARTICLE III. PERMITTED USES AND ACTIVITIES

Those uses permitted on the Rural Conservation (RC) Preservation Parcels, principal uses permitted as a matter of right, accessory uses and conditional uses, pursuant to the Howard County Zoning Regulations, Section 104 as of July 12, 2001, are permitted, except to the extent such use is prohibited in Article IV hereof. Any other uses, which become permitted uses in RC Preservation Parcels pursuant to any amendments to the Howard County Zoning Regulations subsequent to July 12, 2001 shall require the prior written approval of both Grantees. Grantor and Grantees understand, stipulate, and agree that all principal uses permitted as a matter of right and all accessory uses are compatible uses and, further, that the compatibility of any conditional uses with the aforesaid uses will be determined on a case-by-case basis by the Howard County Board of Appeals upon petition for approval of a particular conditional use.

In addition, the Grantor is permitted on the Preservation Parcel:

- (i) To construct, improve, repair, restore, alter, remodel, and maintain all structures, including accessory structures, designed for the purpose of serving the permitted uses of the Preservation Parcel identified in the Howard County Zoning Regulations; and
- (ii) To construct and maintain reasonable means of access to all permitted uses and structures both within and outside of the Preservation Parcel; and
- (iii) If the Property is served by a shared sewage disposal facility, to install and use a shared subsurface wastewater disposal field, reserve fields and collector pipes in accordance with the terms of this Preservation Easement and the developer agreement and declaration of covenants executed by the Grantor.

#### ARTICLE IV. PROHIBITED AND RESTRICTED ACTIVITIES

The following uses and activities are prohibited and/or restricted on the Preservation Parcel:

1. Industrial uses, and commercial or residential uses other than those enumerated in Section 104 of the Zoning Regulations are prohibited on the Preservation Parcel unless any such use becomes permitted by amendments to the Zoning Regulations subsequent to July 12, 2001 and prior written approval of both Grantees is given.
2. Display of billboards, signs or advertisements is prohibited on or over the Preservation Parcel, except (a) to state solely the name and/or address of the Preservation Parcel and/or the owners; (b) to advertise the sale or lease of the Preservation Parcel; (c) to advertise the sale of goods or services produced by permitted uses on the Preservation Parcel; or (d) to commemorate the history of the Property, its recognition under state or federal laws; provided that no sign or billboard on the Preservation Parcel shall exceed four feet by four feet. Multiple signs shall be limited to a reasonable number, shall be placed at least 50 feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations.
3. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other materials on the Preservation Parcel is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (a) as reasonably necessary for agriculture and silviculture on the Preservation Parcel or (b) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Preservation Easement and means of access.
4. Excavating, dredging, mining, or removing loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (a) for the purpose of combating erosion or flooding, (b) for agriculture and silviculture on the Preservation Parcel, or (c) for the construction and/or maintenance of permitted structures, homesites, means of access and wildlife habitat.
5. Diking, draining, filling or removing wetlands is prohibited without the advance written approval of both Grantees.

6. Managing and harvesting of all forested areas on the Preservation Parcel shall be in accordance with the Maryland Forest Practices Guidelines or comparable provisions of any guidelines or regulations which may replace the Forest Practices Guidelines in the future or as they may be amended from time to time.

7. No building, facility, or other structure shall be constructed on the Preservation Parcel after the date of execution of this Preservation Easement, except for that which is permitted in Article III hereof.

8. The total number of residential structures (including but not limited to principal dwelling units, farm tenant houses, mobile homes, caretakers' dwellings and accessory apartments) on the Preservation Parcel shall not exceed None.

9. If a shared subsurface wastewater disposal field, reserve fields and collector pipes are located on the Preservation Parcel, the following restrictions apply to that area of the Preservation Parcel where such fields and pipes are located:

(a) structures are prohibited, except that the Howard County Health Department may approve the installation of playground or athletic equipment of types which do not affect the operations or performance of the shared sewage disposal facility.

(b) earth moving, grading and other land disturbing activities are prohibited unless prior written approval by Howard County is given.

(c) coverings or toppings such as gravel, asphalt or concrete, which impede the growth of vegetation, are prohibited.

(d) the cultivation of crops (other than hay) or other farming practices which may disturb the soil are prohibited unless prior to written approval by the Maryland Department of the Environment ("MDE"), the Howard County Health Department and Howard County Soil Conservation Service is given.

(e) planting of trees is prohibited. Existing trees need only be removed prior to the installation of the original and reserve subsurface wastewater disposal fields if required by the Howard County Health Department.

10. The further subdivision of the Preservation Parcel is prohibited.

#### ARTICLE V. PRESERVATION PARCEL DESCRIPTION

1. The location and size of the Preservation Parcel is 75 acres of land, which is shown and described as Preservation Easement on a Final Record Plat entitled "Density Sending Plat Property of Philip Carroll and Camilla Carroll" and recorded as Plat No. 18572 among the Plat Book Records of Howard County, Maryland.

2. The existing improvements on the Preservation Parcel consist of None. In the event that either The Howard County Conservancy, Inc. ("Conservancy") or the Audubon Society of Central Maryland, Inc. ("Audubon Society") is a Grantee of this Preservation Easement, color slides and aerial photographs of the Preservation Parcel obtained at the time of execution of this Preservation Easement shall be kept on file with the Conservancy and/or the Audubon Society, as appropriate, or their respective successors-in-interest in perpetuity. The color slides and aerial photographs shall be utilized to confirm the conditions existing at the time that this Preservation Easement is executed and shall be operative between the parties for such purposes.

#### ARTICLE VI. MAINTENANCE

1. Grantor shall be responsible for the maintenance of the Preservation Parcel consistent with the terms and conditions of this Preservation Easement.

2. In the event that the Audubon Society is a Grantee of this Preservation Easement, Grantor shall develop a maintenance plan for the Preservation Parcel in consultation with and agreed to by the Audubon Society in order to ensure that the Preservation Parcel is maintained to benefit wildlife and natural habitats.

3. Grantor shall establish and maintain a vegetative buffer strip along the N/A River (Creek, etc.). The minimum width of the buffer strip shall be seventy-five (75) feet along the N/A River (Creek, etc.), except as may be reasonably necessary for (a) forest or wildlife management; (b) recreational water uses and associated structures; (c) hunting, fishing, or trapping; or (d) access to water. Manure and compost shall not be stored within seventy-five (75) feet of streams. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within seventy-five (75) feet of streams.

4. All rights reserved by Grantor or activities not prohibited by this Preservation Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open space character of the Preservation Parcel.

#### ARTICLE VII. ENFORCEMENT

1. Upon any breach of the terms of this Preservation Easement by Grantor, Grantees may, after reasonable notice to Grantor, require that the Preservation Parcel be restored promptly to the condition required by this Preservation Easement. In addition, each of the Grantees shall have the independent right to enforce, by any proceeding at law and/or in equity, all restrictions, covenants, conditions and provisions of this Preservation Easement. Grantees' aforesaid remedies shall be cumulative. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the aforesaid restrictions, covenants, conditions or and provisions cannot be adequately remedied by action at law or exclusively by recovery of damages.

2. No failure on the part of Grantees to enforce any covenant or provision hereof shall be deemed a waiver of the right to do so thereafter, nor shall a failure to enforce discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantees to

3. Grantees; their directors, officers, employees, contractors and agents, have the right, after reasonable notice to the record owner of the Preservation Parcel, to enter the Preservation Parcel at reasonable times for the purposes of: (i) inspecting the Preservation Parcel to determine whether the Grantor is complying with the terms, conditions and restrictions of the Preservation Easement; and (ii) remediating any damage to the Preservation Parcel resulting from Grantor's breach of any of the aforesaid terms, conditions and restrictions. Further, if a shared subsurface wastewater disposal field is located on the Preservation Parcel, Howard County and representative of MDE have the right to enter the Preservation Parcel for the purpose of inspecting, maintaining, repairing and replacing the shared sewage disposal facility serving the Property; provided, that Howard County and/or MDE shall be required to give notice to Grantees prior to undertaking any construction. The Grantees and MDE shall coordinate inspection visits to the Preservation Parcel and shall coordinate written and oral communications to the Grantor in response to all of the foregoing inspections. This right of inspection does not include access to the interior of buildings and structures. The Grantees shall not be deemed guilty of any manner of trespass for any such entry, remediation, inspection, maintenance, repair or replacement.

4. If Grantor is found to have breached any of Grantor's obligations under this Preservation Easement, Grantor shall reimburse Grantees for any costs and expenses incurred by Grantees in enforcing the terms of this Preservation Easement, including but not limited to court costs and reasonable attorney's fees, and in remediating any damage to the Preservation Parcel pursuant to Paragraph 3, above.

5. The Grantor agrees to indemnify, hold harmless and defend each of the Grantees, its directors, officers, employees, contractors and agents from and against any and all claims, actions, demands, damages, liability and expenses in connection with loss of life, personal injury, bodily injury and/or damage to or loss of property that arises from the exercise by any Grantee of the right-of-entry granted herein and any activity undertaken on the Preservation Parcel in connection therewith; provided, that no Grantee shall be indemnified, held harmless or provided the cost of a defense by the Grantor for claims, actions, demands, damages, liability and expenses arising from that Grantee's own negligent act or omission, or that of its directors, officers, employees, contractors and agents.

6. Each Grantee has independent authority to enforce the provisions of this Preservation Easement and may do so in its sole and absolute discretion; provided, that such authority shall not be deemed to create an obligation to enforce, above and beyond the enforcement obligations conferred on Howard County by law. In the event that any Grantee does not agree as to whether the Preservation Easement terms are being met, any Grantee may proceed, with reasonable advance notice to the other Grantee and the Grantor, with enforcement actions without the consent of the other Grantee.

#### ARTICLE VIII. PUBLIC ACCESS

The granting of this Preservation Easement does not convey to the public the right to enter the Preservation Parcel for any purpose other than using any trails or other public recreational facilities which now or hereafter exist on the Preservation Parcel as a permitted Public use pursuant to Article III of this Preservation Easement.

ARTICLE IX. MISCELLANEOUS

1. Each of the Grantees may assign, upon prior written notice to Grantor, its rights under the Preservation Easement to Howard County, Maryland Environmental Trust ("MET"), Maryland Historical Trust ("MHT"), any land conservation organization that has been approved by resolution of the Howard County Council, or an incorporated homeowners' association and only with assurances that the purposes of this Preservation Easement will be maintained; provided, that there shall always be two Grantees or assignees. If any Grantee or assignee shall abandon this Preservation Easement or the rights and duties of enforcement herein set forth, or be dissolved and the terms of the dissolution fail to provide a successor, then such Grantee or assignee shall assign its rights to Howard County, MET, MHT, any land conservation organization that has been approved by resolution of the Howard County Council, or an incorporated homeowners' association; provided, that there shall always be two Grantees or assignees. In the event that such Grantee or assignee fails to make the aforesaid assignment, then, Grantor, its successor and/or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee; provided, that there shall always be two Grantees or assignees. Any such successor shall be Howard County, MET, MHT, a land conservation organization that has been approved by resolution of the Howard County Council, or an incorporated homeowners' association. No assignment may be made by the Grantees or assignees of their rights under this Preservation Easement unless such Grantees or assignees, as a condition of such assignment, require the assignee to carry out the preservation purposes of this Preservation Easement.

2. Grantor shall notify Grantees in writing of the names and addresses of any party to whom the Preservation Parcel is to be transferred at or prior to the time said transfer is consummated. Grantor further agrees to make specified reference to this Preservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property or Preservation Parcel is conveyed.

3. The provisions of this Preservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Preservation Parcel.

4. This instrument sets forth the entire agreement of the parties with respect to the Preservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Preservation Easement. Any amendments to this Preservation Easement shall be in writing, signed by each of the parties. If any provision is found to be invalid, the remainder of the provisions of this Preservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5. Grantees shall record this instrument in timely fashion in the land records of Howard County, Maryland and may re-record it at any time as may be required to preserve their rights under this Preservation Easement.



6. Any notices by Grantor to Grantees pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to: The Howard County Conservancy, Inc., P.O. Box 175, Woodstock, Maryland 21163 and Howard County, Maryland, c/o Director, Department of Planning and Zoning, 3430 Court House Drive, Ellicott City, Maryland 21043 or to such other addresses as Grantees may establish in writing on notification to Grantor.

7. In any case where the terms of this Preservation Easement require the consent of Grantees, such consent shall be requested by notice to Grantees. Such consent shall be deemed to have been given unless within forty-five (45) days after receipt of notice Grantees mail notice to Grantor of disapproval and the reason therefore.

8. This Preservation Easement does not in any manner prohibit or otherwise restrict MDE from enforcing the requirements of COMAR 26.04.05, or any amendments thereto, and any other laws and regulations governing on site water and sewage disposal systems.

9. Neither the Conservancy nor the Audubon Society shall be subject to any claims for damages as a result of or in connection with this Preservation Easement or the exercise of or failure to exercise its rights hereunder. Each shall only be subject to claims for equitable relief.

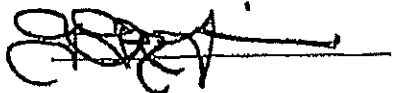
**TO HAVE AND TO HOLD** unto Philip Carroll, Camilla Carroll and The Howard County Conservancy, Inc. their successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor and Grantees, their personal representatives, heirs, successors and assigns and all other successors to them in interest, and any person(s) or entity(ies) having a legal interest in the fee simple title to the Preservation Parcel or a legal ownership interest in and benefit of the Preservation Easement and shall be binding upon and continue as a servitude running in perpetuity with the Preservation Parcel.

All references herein to "Grantor" shall be deemed plural if more than one person has an interest in the property herein conveyed to the Grantee. Any pronoun reference herein shall be deemed to apply to the appropriate gender or person, as the case may be. The term Grantor shall mean its respective successors or assigns.

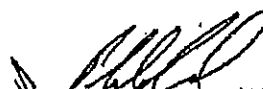
**IN WITNESS WHEREOF**, Grantor and Grantees have hereunder set their hands and seals the day and year hereinabove written.

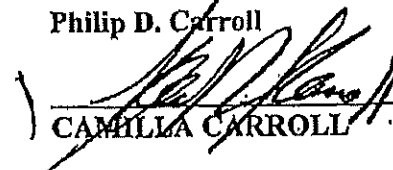
WITNESS:





GRANTOR:

 (SEAL)  
PHILIP CARROLL also known as  
Philip D. Carroll

 (SEAL)  
CAMILLA CARROLL

ACCEPTED by the Grantees on this 4<sup>th</sup> day of October, 2006.

ATTEST:

THE HOWARD COUNTY  
CONSERVANCY, INC.  
a Maryland corporation

Carol M Filipczak  
Carol Gould Carol Filipczak  
Assistant Corporate Secretary

By: Ann Holmes Jones (SEAL)  
Ann Holmes Jones  
President

ATTEST:

HOWARD COUNTY, MARYLAND

Raquel Sanudo  
Raquel Sanudo  
Chief Administrative Officer

By: James N. Robey (SEAL)  
James N. Robey  
County Executive

APPROVED:

Jay M. Irvin 10/3/06  
Jaynes M. Irvin, Director  
Department of Public Works

APPROVED:

Marsha S. McLaughlin  
Marsha S. McLaughlin, Director  
Department of Planning and Zoning

APPROVED FOR SUFFICIENCY OF FUNDS:

Sharon F. Greisz 10/3  
Sharon F. Greisz, Director  
Department of Finance

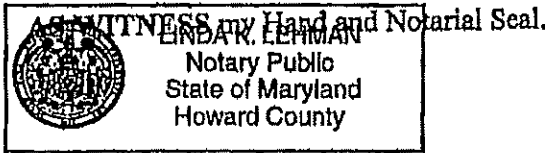
APPROVED FOR FORM AND LEGAL SUFFICIENCY  
this 3<sup>rd</sup> day of October, 2006

Barbara M. Cook  
Barbara M. Cook  
County Solicitor

GRANTOR:

STATE OF MARYLAND, HOWARD, COUNTY TO WIT:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of SEPTEMBER, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Philip Carroll also known as Philip D. Carroll and Camilla Carroll the Grantor named in the within Deed of Preservation Easement, and each acknowledged the same to be his or her act.



Linda K. Lehman  
Notary Public

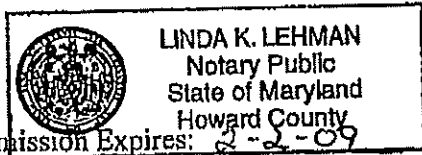
My Commission Expires: 2-2-09

GRANTEE:

STATE OF MARYLAND, HOWARD, COUNTY TO WIT:

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of OCTOBER, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ann Homes Jones the President of The Howard County Conservancy, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and (s)he acknowledged that (s)he executed the within and foregoing instrument to be his/her act on behalf of said body corporate for the uses and purposes contained therein and in my presence signed and sealed the same.

AS WITNESS my Hand and Notarial Seal.



Linda K. Lehman  
Notary Public

My Commission Expires: 2-2-09

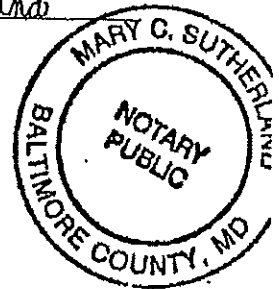
STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of October, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James N. Robey, the County Executive for Howard County, Maryland, a party to the within Deed of Preservation Easement, who acknowledged the same to be the act of the county and that he executed the foregoing Deed of Preservation Easement for the purposes therein contained by signing in my presence, the name of Howard County, Maryland, by himself as County Executive.

AS WITNESS my Hand and Notarial Seal.

Mary C. Sutherland  
Notary Public

My Commission Expires: 5/5/07



THIS IS TO CERTIFY that this instrument was prepared by Howard County, Maryland, a party named in the within Deed of Preservation Easement.

Tina D. Hackett  
Tina D. Hackett, Chief  
Real Estate Services Division

After Recording, Return To:  
Howard County, Maryland  
Real Estate Services Division  
3430 Court House Drive  
Ellicott City, Md 21043





**EXHIBIT 5**

**Planning Board Determination of Consistency**

1 DEPARTMENT OF PLANNING & ZONING \* BEFORE THE  
2 Petitioner: Camilla Carroll and Philip D. Carroll\* PLANNING BOARD OF  
3 \* HOWARD COUNTY, MARYLAND

4 Development Rights and Responsibilities  
5 Agreement \*

6 \* \* \* \* \*

7 MOTION: To recommend to the County Council that the Development Rights and  
8 Responsibilities Agreement for the Doughoregan Manor is consistent with the  
9 General Plan as amended by Council Bill 9-2010

10 VOTE: 5-0

11 \* \* \* \* \*

12  
13 On June 17, 2010, the Planning Board of Howard County, Maryland, considered the petition of  
14 Camilla Carroll and Phillip D. Carroll for a proposed Development Rights and Responsibilities  
15 Agreement ("DRRA") for the Doughoregan Manor.

16 The Petitioners were represented by Sang Oh, Esquire. Also present and representing the  
17 Petitioner was Joseph Rutter.

18  
19 Public Testimony to the Board

20 The DRRA with attached Exhibits 1-10 and Department of Planning and Zoning Technical  
21 Staff Report were presented to the Board for its consideration. The Department of Planning and  
22 Zoning ("DPZ") recommended a finding of General Plan consistency between the DRRA and  
23 General Plan 2000 as amended by CB 9-2010.

24 Mr. Paul Johnson of the Office of Law explained to the Board their role, which is to  
25 determine whether or not the petition is consistent with the General Plan.

26 Mr. Oh stated that the Planning Board was only charged with finding whether or not the  
27 DRRA is consistent with the General Plan and not to make recommendations on the details of the  
28 agreement not related to the consistency with the General Plan. He noted specific parts of the  
29 agreement that address General Plan issues: compliance with water and sewer regulations; enhancing  
30 the County's park system; agricultural preservation; and historic preservation.

31 A number of persons testified in opposition to the petition.

32 Mr. Amit Pramanik testified that the plan was being rushed through the system with a false  
33 sense of emergency which was not allowing adequate public scrutiny and benefiting only the



1 petitioner. Testimony noted several areas believed to be inconsistent with the General Plan including  
2 waste treatment, environmental degradation and fiscal impact.

3 Mr. Harry Carnes expressed concerns about sewage and waste water treatment and specific  
4 language included in the agreement pertaining to Burnside Drive. Comments were also critical of the  
5 technical staff report presented.

6 Mr. Victor Ilenda, speaking on behalf of the Chateau Ridge Lake Community Association  
7 (CRLCA), reiterated that this is the first time Howard County will be entering into a DRRA and that  
8 it should be done with the utmost caution. He referenced the section of the DRRA that states  
9 Burnside Drive would remain closed, but noted that concept plans have been created for the proposal  
10 and should also indicate where an alternate entrance would be made if needed to ensure a connection  
11 to Burnside Drive wouldn't be opened. He stated that since the CRLCA was not an incorporated  
12 entity, transfer of the proposed open space to block access to Burnside Drive should be to County  
13 ownership not CRLCA's. He also noted concerns about and the potential impacts on the community  
14 of on-site wastewater treatment.

15 Several persons spoke with concerns of Burnside Drive, which abuts a portion of the  
16 Doughoregan Manor property to be developed.

17 Mr. Ken Aldrich provided the Board with several photos of current road conditions and  
18 indicated how added traffic would only worsen those conditions.

19 Mr. Ted Baruch reiterated that the State Highway Administration's comments requested two  
20 points of connection to the proposed development and suggested an another entrance besides  
21 Burnside Drive be identified now to address this issue.

22 Mr. Larry Jeeter spoke in opposition of the proposed DRRA as currently written with  
23 concerns including the opening of Burnside Drive, increasing traffic and adequate roads and  
24 retention of existing environmental features of the area where development is proposed.

25 Ms. Christina Delmont-Small stated that the DRRA is not consistent with the General Plan  
26 based on a fallacy of composition and specifically noted concerns regarding sewage and the  
27 protection of environmental resources. Concerns were also raised regarding the availability of public  
28 records and a request was made to provide verification of the negotiation process leading to the  
29 proposed DRRA.

30 Mr. Kal Bhatti stated that proposal was inconsistent with the General Plan's smart growth  
31 policies noting that the addition of 325 dwelling units represented low density growth and that  
32 expanding public services perpetuates suburban sprawl and depletes needed resources.

1 Ms. Cathy Hudson stated that while the agreement has many good parts, there should be  
2 added emphasis on protecting and preserving the historic core of the property given its significance.  
3 Suggestions included stronger language that calls for no further development and further  
4 clarification on the intent of the preservation strategy rather than just saying there would be no  
5 subdivision.

6 Mr. Johnson noted that even with this agreement, the Carroll family is still subject to all other  
7 County laws and also that requirements set forth in the DRRA are above beyond and also run with  
8 the land and not the owners. Although the agreement proposes a ten year term, the County still  
9 retains all rights to change laws affecting the proposal based on the health, safety, and welfare of the  
10 County.

11 Mr. Oh's response to the public's testimony included further explanation of the intent to  
12 ensure Burnside Drive stays closed. Exhibit 2 of the DRRA was highlighted to show that in order for  
13 the County to connect through Burnside Drive, they would have to condemn two homes as well as  
14 the open space lot abutting Burnside Drive. Mr. Oh also stated that he didn't hear anything  
15 presented to the Board that specifically showed how the DRRA was inconsistent with the General  
16 Plan. He also addressed questions of the Board regarding Ms. Hudson's testimony considering  
17 landominiums, as well as ten years being sufficient to complete execution of the DRRA.  
18

### 19 Board Discussion and Recommendation

#### 20 Transportation

21 The Board agreed that language in the DRRA adequately addressed community concerns  
22 regarding the closing of Burnside Drive although this issue is not related to the General Plan. The  
23 Board noted that the County's Adequate Public Facility Ordinance (APFO) would address concerns  
24 related to the adequacy of transportation infrastructure at the time new development occurs.  
25 Concerns raised about access to the proposed development would also be reviewed during the  
26 County's subdivision review process.

#### 27 Sewer

28 With regard to concerns raised by the additional sewage generated by the proposed  
29 development, the Board was in agreement that the General Plan Amendment (CB9-2010) to include  
30 additional acreage into the Planned Service Area would not have been passed if the issue was not  
31 adequately evaluated by the County. It was noted that the County's request to include an on-site  
32 treatment facility was initially considered by the petitioners, yet after receiving much community  
33 objection, has been removed as an option in favor of studying additional alternatives that would

1 handle wastewater nutrient reduction off-site as outlined in the agreement. While fiscal impacts  
2 associated with the proposal were seen as valid concerns, the Board agreed that it was a budget issue  
3 and outside the purview of evaluating the agreement on the basis of consistency with the General  
4 Plan and furthermore would not substitute its judgment for that of those with the knowledge and  
5 expertise to make a recommendation in the County's best interests.

#### 6 Technical Report and Information

7 The Board agreed that the inclusion of information provided in previous Technical Staff  
8 Reports and Board Recommendations on the General Plan amendment and the Zoning amendment  
9 for Doughoregan Manor would enhance public understanding of the process as a whole and specific  
10 parts. The law enabling the County to enter into a DRRA has been in effect for a short period of  
11 time. This being the first DRRA the County has executed, the Board felt the public could benefit  
12 from additional background, even if redundant. Staff also explained that citizens seeking to review  
13 the DRRA files at the DPZ had to be redirected to the Office of Law, which has the files to respond  
14 to a Freedom of Information Act request. The Board recommended that a better format for hearing a  
15 DRRA, and all points included, be made if there were another request.

#### 16 Historic Preservation

17 The Board had diverging opinions related to the preservation strategy for the historic core  
18 included in the agreement. Although Doughoregan Manor is a National Historic Landmark, the  
19 property is a place of private residence and deserves the benefit of allowing the petitioners to work  
20 on their preservation efforts in good faith. The General Plan speaks broadly on the importance of  
21 preserving historic resources, but does not specifically say how that should occur for individual  
22 properties, nor does it say anything about the development of preservation plans for individual  
23 resources other than through a comprehensive preservation plan developed by the County. To  
24 suggest in this instance that a property plan needs to be part of the agreement, and the petitioner and  
25 the County work together to preserve the site, could be construed as far reaching. The petitioner has  
26 also invested considerable resources in the upkeep of the property. The County architectural  
27 historian has been on the grounds numerous times to document the preservation activities now taking  
28 place and noted the quality of work being employed. In addition, the petitioner has been negotiating  
29 with the Howard County Conservancy on the final conservation easement that will prohibit any  
30 future subdivision of the historic core. By these accounts, the intent to preserve the core is  
31 memorialized in the various strategies outlined in the agreement.

32 One Board member, however, expressed disappointment that of all of the different parts of  
33 the DRRA proposal, the one containing the least amount of detail is the preservation strategy for the

1 historic core itself. In fact, the petitioners presented the proposal to expand the planned service area  
2 as a strategy to preserve the historic home. However, within the DRRA there is no mention of  
3 minimum preservation standards beyond limiting further subdivision of the core.

4 **Consistency with the General Plan**

5 The Board was in agreement that the DRRA is consistent with the following sections of the  
6 General Plan:

7 **3.1 Ensure the critical mass of high quality, strategically located farmland is protected from**  
8 **development:** addressed in Article IV, Agricultural Preservation. Out of 900 total acres, placing 500  
9 acres in agricultural preservation (in addition to 75 acres previously preserved) is a significant  
10 critical mass of agricultural resources.

11 **3.4 Protect Water Resources:** addressed in Article III (3.3). The agreement is also consistent with  
12 the General Plan Water Resources Element. Concentrating the area to be developed within the  
13 Planned Water and Sewer Service Area prevents the proliferation of septic fields; there is also a  
14 strategy to reduce the wastewater nutrient load from this development.

15 **4.18 Enhance the County park system and recreational facilities:** addressed in Article III (3.4).  
16 Donation of land at no cost to be added to Kiwanis-Wallis Park will allow expansion and enrichment  
17 of current programs offered at this popular recreational facility.

18 **5.14 Maintain or enhance the landscape character of roads:** addressed as part of Exhibit 2 through  
19 the orientation of housing along Route 144. Dedication of additional right-of way and the orientation  
20 of homes along Route 144 are both appropriate and protect the character of Route 144.

21 **5.18 Establish a comprehensive County-wide historic preservation program:** addressed in Article  
22 IV (4.2). The historic core easement will prevent future subdivision. Also the Concept Plan for  
23 development in Exhibit 2 locates all new development behind the topographical ridgeline, which will  
24 preserve existing vistas.

25 **6.8 Secure better protection of environmental and landscape resources within new developments:**  
26 addressed as part of Article IV, Agricultural Preservation. The proposed R-ED zoning is the most  
27 environmentally sensitive zone available within the PSA.

28 **Additional Points Addressed by DRRA**

29 During its meeting on the Doughoregan zoning petition ZB1087M, the Board noted several  
30 issues expected to be addressed in the DRRA. In reviewing the DRRA, the Planning Board found  
31 that the following points are adequately addressed:

- 32 ♦ *Places formally approximately 500 acres of the Property into the Agricultural Land*  
33 *Preservation:* addressed as part of Article IV, Agricultural Preservation.

- 1     • *Recordation of covenants to prevent further subdivision of the core 94 acres of property*  
2       *around the*  
3       *Manor, with the Howard County Conservancy holding the easement: addressed in Article IV*  
4       *(4.2).*
- 5     • *Compliance with fire safety requirement via sprinklers within the dwellings to eliminate any*  
6       *need for*  
7       *fire safety access through a secondary access at Burnside Road: addressed as part of plan to*  
8       *install sprinkler system throughout the proposed development.*
- 9     • *Prohibits any development access via Burnside Road. Addressed as part of Article III (3.1).*
- 10    • *Confirmation of the County's commitment to honor the intent of Resolution 43's termination*  
11     *of*  
12     *Burnside Road: addressed as part of Article III (3.1)(B).*
- 13    • *Confirmation of the donation of approximately of 34 to 36 acres of land to Howard County*  
14     *for the*  
15     *Department of Recreation and Parks: addressed in Article III (3.4.)*
- 16    • *Obligates the provision of a nitrogen pre-treatment plant and the expansion of sewer line*  
17     *capacity by entering into a Major Facilities Agreement with the Department of Public*  
18     *Works: addressed in Article III (3.2) (A) reassessment of nutrient concentration strategy*  
19     *confirmed by a wastewater flow study.*
- 20    • *Caps the number of dwelling units at 325 units as shown in the plan presented to the*  
21     *Planning Board: addressed as part of Article II (2.3) (A).*
- 22    • *Requires the design for the development to substantially conform to the conceptual plan*  
23     *presented to the Planning Board: addressed as part of Article II (2.3) (B).*
- 24    • *Affirms that the development will: (1) Comply with all stormwater management*  
25     *requirements; (2) Will not proceed until all initial necessary public utility improvements are*  
26     *made; and (3) Comply with the Adequate Public Facilities Ordinance: addressed as part of*  
27     *Article II (2.4) (2.5) and Article III (3.1) (A).*
- 28    • *DRRA is to be valid for a minimum 5 year period with a recommendation to extend the*  
29     *validity until*  
30     *the completion of the development, although it was expressed that perhaps a having a longer*  
31     *10 year period might be prudent: addressed as part of Article IX (9.2) (A),*  
32

1 Finally, the Board noted that from a legal perspective, the Option Agreement included in the  
2 DRRA is a strong tool that binds both parties to the terms of the DRRA.


3  
4 **Motion:**

5 Mr. Grabowski made a motion that the Board make an advisory determination that the  
6 Developer's Rights and Responsibilities Agreement for the Doughoregan Manor is consistent  
7 with the General Plan as amended by CB 9-2010. Ms. CitaraManis seconded the motion. The  
8 motion passed by a vote of 5 to 0.

9  
10 For the foregoing reasons, the Planning Board of Howard County, Maryland, on this 17<sup>th</sup> day  
11 of June, 2010, determines that the Development Rights and Responsibilities Agreement for the  
12 Doughoregan Manor proposed by Camilla Carroll and Philip D. Carroll, is consistent with the  
13 Howard County General Plan, as amended by Council Bill 9-2010 as noted above.

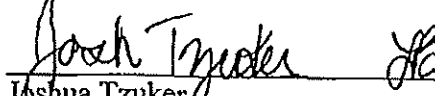
14  
15 HOWARD COUNTY PLANNING BOARD

16  *Linda A. Dombrowski* *DFG*  
17 \_\_\_\_\_  
Linda A. Dombrowski, Chair


18   
19 \_\_\_\_\_  
David Grabowski, Vice-Chair

20   
21 \_\_\_\_\_  
Tammy J. CitaraManis

22   
23 \_\_\_\_\_  
Paul Yelder

24   
25 \_\_\_\_\_  
Joshua Tzucker

26  
27 ATTEST:

28  
29   
30 \_\_\_\_\_  
Marsha S. McLaughlin, Executive Secretary

**EXHIBIT 6**

**Commitment Letter**



HOWARD COUNTY OFFICE OF COUNTY EXECUTIVE  
3430 Courthouse Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2013

Ken Ulman  
Howard County Executive

[www.howardcountymd.us](http://www.howardcountymd.us)  
FAX 410-313-3051  
TDD 410-313-2323

May 18, 2010

**VIA OVERNIGHT MAIL**

Camilla Carroll and Philip Carroll  
c/o Camilla Carroll  
3500 Manor Lane  
Ellicott City, Maryland 21042

Dear Ms. Carroll and Mr. Carroll:

Howard County, Maryland is pleased to offer to purchase the development rights as defined in Section 15.502 of the Howard County Code ("Development Rights") on the parcel of land consisting of approximately 500 acres, more or less, which you own in Howard County, Maryland and which is located at 3500 Manor Lane, Ellicott City, Howard County, Maryland (the "Land") pursuant to (i) an installment purchase agreement (the "Installment Purchase Agreement") between Howard County, Maryland, as purchaser (the "County") and Camilla Carroll and Philip Carroll, as sellers (the "Seller") and (ii) a Deed of Agricultural Land Preservation Easement between the County and the Seller (the "Deed of Easement"), upon and subject to the terms and conditions hereinafter set forth:

1. **Purchase Price.** The County offers to purchase the Development Rights from the Seller for a total purchase price of no more than \$19,100,000.00, (the "Purchase Price") which is based on a price of \$38,200.00 per acre, rounded to the next highest \$1,000.00. The Seller will receive 10% of the Purchase Price at settlement. The balance of the Purchase Price shall be paid to the Seller or Seller's assignee in 20 equal annual installments commencing on August 15, 2011 and on each August 15 thereafter. This Purchase Price is based on the following agreements and conditions with respect to the Land which shall be set forth in the Deed of Easement:

- (a) The Land is currently a portion of a parcel of record. The Land may be divided into no more than five (5) 50+ acre parcels;
- (b) Ten (10) one-acre lots may be subdivided from the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning; and
- (c) A maximum of fifteen (15) tenant houses may be permitted on the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning.

2. **Interest on Unpaid Balance of Purchase Price.** Interest on the unpaid balance of the Purchase Price shall accrue from the date of settlement ("Closing Date") and shall be paid to the Seller or Seller's assignee in 40 semiannual payments on February 15 and August 15 in each year after the Closing Date. Interest shall accrue and be payable at (a) the interest rate, as determined by the County's Director of Finance at the time of settlement of the first Batch 14 property to settle, which is equal to the greater of the average of the United States Treasury Yields or AAA Tax-Exempt General Obligation Yields, in each case for the closest available date to each principal payment installment date for the first Batch 14 property to settle, or (b) 4% per annum, whichever is lower. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

3. **Documentation.** All instruments and documents required hereby or affecting the Land, or relating to the Seller's capacity and authority to sell the Development Rights and to execute the Documents and such other documents, instruments, opinions, assurances, consents and approvals as the County may request and all procedures connected herewith shall be subject to the approval, as to form and substance, of the County, the

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County's counsel, and Miles & Stockbridge P.C. ("Bond Counsel"). All of the documents evidencing the installment purchase of the Development Rights (the "Documents"), including without limitation, the Installment Purchase Agreement and the Deed of Easement, shall be prepared by counsel for the County or by Bond Counsel. In addition to those items specifically set forth in this commitment, the Seller shall furnish to the County, prior to the Closing Date, such additional instruments, documents, opinions and materials as the County may require, all of which shall be satisfactory to the County in all respects.

4. Conditions Precedent to Closing. As a condition precedent to the County's obligation to close, not less than seven (7) days prior to the Closing Date:

(a) The Seller shall furnish to the County, a Subordination Agreement in recordable form from each mortgagee and other lienholder having a lien on all or any portion of the Land subordinating such person's interest in the Land to the rights of the County under the Deed of Easement, which Subordination Agreement shall be satisfactory in all respects to the County.

(b) If the Seller is not a natural person acting only in the Seller's individual capacity, Seller shall furnish to the County an opinion of Seller's Counsel, which is satisfactory in form and substance to the County, stating that Seller has the authority to convey the development rights to the County and has taken all actions necessary to validly exercise that authority.

(c) The County shall have received a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price insuring the acquisition of the easement on the Land and ownership of the Development Rights by the County subject only to those exceptions to title as are approved by the County and its counsel, and with affirmative insurance on such matters as the County may require. The County will secure the title insurance.

(d) The County shall have verified with the Soil Conservation District that the Land is subject to an approved Soil Conservation and Water Quality Plan that reflects current conditions and activities on the Land.

5. Expenses. All costs relating to the recording of the Deed of Easement and any Subordination Agreement, all title examination charges, the premium for the title insurance policy, and the fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of the Seller and the out-of-pocket expenses of Bond Counsel shall be paid by the County.

The Seller shall pay the fees and expenses of the Seller's own counsel and, if necessary, licensed engineer or surveyor, and all costs of preparation and recording of other documents, if any, required to perfect the title to the Land and provide a metes and bounds description for the Deed of Easement.

6. Termination by County. This commitment is being made in reliance upon the information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.

7. Brokerage. The County shall pay no fee or commission to any broker or agent in connection with the purchase of the Development Rights, and the Seller hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.

8. Receipt of Opinion of Bond Counsel. It is a condition precedent to the closing of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated the Closing Date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includable in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purposes, which opinion may assume continuous compliance with certain

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covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Certificate and may be otherwise limited in accordance with its terms.

9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 8 hereof), and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

10. Commitment Subject to Approval by Seller of Final Documents. Final Documents for execution, consistent with this commitment, shall be satisfactory to the Seller in form and substance. In the event that the Documents are not acceptable to Seller for any reason (including the failure to execute a Development Rights and Responsibility Agreement) and cannot be made so, or this transaction is not acceptable to the Seller for any reason, Seller, at Seller's option, shall be released from this commitment.

11. Acceptance and Counterparts. To accept this commitment, a copy of this commitment must be signed (and the signature witnessed) by each person with an ownership interest in the property and the copy with original signature of the Seller, delivered to the County no later than May 20, 2010. This commitment may be executed in counterparts, each of which shall be considered an original and all of which shall, together, constitute a single instrument.

12. Commitment Subject to Enactment of Approval Ordinance. Because the Installment Purchase Agreement is a multi-year contract subject to the provisions of Section 612 of the County's charter, the Installment Purchase Agreement must be approved by ordinance ("Approval Ordinance") and the County is not authorized to execute and deliver the Installment Purchase Agreement until the Approval Ordinance is enacted. The Approval Ordinance will be prefiled for introduction to the County Council of Howard County (the "Council") on May 27, 2010, for the Approval Ordinance to be considered by the Council in June. If for any reason the Approval Ordinance is not enacted by October 1, 2010, this commitment shall be null and void and the County and Seller shall have no further obligation hereunder.

13. Assignment Prohibited. This commitment may not be assigned or in any way transferred by the Seller.

14. Entire Agreement. No statements, agreement or representations, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights on the Land, including the Purchase Price, the Deed of Easement, or Installment Purchase Agreement, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to the matters in this commitment are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.

15. Governing Law. The Seller agrees that this commitment and the Documents shall be governed by and construed under the laws of the State of Maryland.

16. Closing Date; Survival. This transaction may be closed after all conditions precedent to closing have been met. Unless the Seller and the County enter into a Development Rights and Responsibilities Agreement concerning the Land and the Seller's property adjacent to the Land, this transaction must be fully closed by February 1, 2011 or this commitment shall be deemed null and void. Unless otherwise agreed to by the County, the closing shall take place in the main office of the County or at the office of Bond Counsel in Baltimore, Maryland, as the County might designate. The terms and conditions of this commitment shall survive the closing; provided, however, that if any of the terms and conditions of this

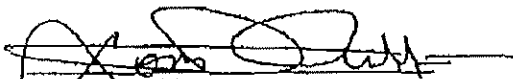
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commitment shall conflict with any of the terms and conditions of the Documents, the terms and conditions of the Documents shall prevail. The terms of this commitment shall supersede in full any prior commitment issued by the County in connection with the transaction contemplated hereby.

We are pleased to make this offer to you. Enclosed for your review is an updated score sheet and amortization schedule. Also attached is a sample deed of easement and a sample installment purchase agreement. Please indicate your acceptance of this commitment by signing and returning to us one of the executed originals of this letter no later than May 20, 2010. If not accepted prior to May 21, 2010, the offer set forth in this commitment letter terminates automatically and shall have no further force and effect.


ATTEST:

HOWARD COUNTY, MARYLAND

  
Lonnie Robbins  
Chief Administrative Officer

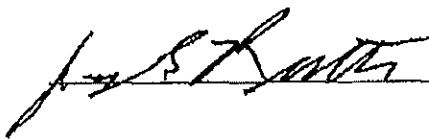
By:   
Ken Ulman  
County Executive


Approved for Form and Legal  
Sufficiency this 20 day of  
May, 2010:

  
Margaret Ann Nolan  
County Solicitor

THE FOREGOING TERMS AND CONDITIONS WITH RESPECT TO THE LAND ARE HEREBY AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

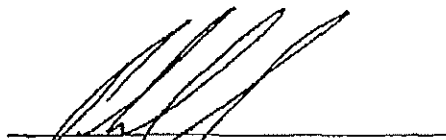
Witness:



  
Camilla Carroll

Witness:



  
Philip Carroll

**EXHIBIT 7**

**Option Agreement**

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Option"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 ("Effective Date") by and between by and between CAMILLA CARROLL and PHILIP D. CARROLL, individuals, (collectively referred to as the "Carrolls") and Howard County, MARYLAND, a body corporate and politic of the State of Maryland ("Howard County"). The Carrolls and Howard County are hereinafter referred to collectively as the "Parties".

RECITALS

1. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map No. 25 23, Parcel 71 consisting of 892.6 AC ± as shown and described on EXHIBIT 1 ("Doughoregan" or "Property"), which exhibit is attached and made a part of that Development Rights and Responsibilities Agreement that was contemporaneously executed between the Parties on \_\_\_\_\_, 2010 ("DRRA").

2. The Carrolls intend to develop a 221.1 AC ± portion of Doughoregan as depicted on EXHIBITS 2 and 3 (the "Site") of the DRRA with not more than 325 single family detached residential dwelling units substantially in the manner as set forth in EXHIBIT 2 (the "Project").

3. The Carrolls, furthermore, intend to sell and the County intends to purchase a perpetual "Agricultural Land Preservation Easement" on 500 acres of the Property more particularly described in the Exhibit A attached hereto ("Agricultural Preservation Parcel") subject to the terms and conditions contained in the Commitment Letter dated May 18, 2010 setting forth the terms and conditions for the County's purchase of the Development Rights on the Agricultural Preservation Parcel for \$19,100,000.00 (the "Purchase Price") between the County and the Carrolls, a copy of which is attached as Exhibit B (as amended in the DRRA to delete paragraph 10, the "Commitment Letter"), which is incorporated by reference.

4. Notwithstanding anything in the Commitment Letter to the contrary, either expressed or implied, the Parties intend that the obligations contained in the Commitment Letter shall be binding upon the Parties upon occurrence of the conditions precedent set forth in Section 1.2 below, whereupon the County shall exercise its rights under this Agreement and upon the failure of the conditions precedent set forth herein the Carrolls shall perform their obligations under this Agreement.

5. The Parties are entering into this Option to effectuate their mutual intent as specified in Recital No. 4.

NOW, THEREFORE, in consideration of the DRRA, the Commitment Letter, the recitals set forth herein, and for other good and valuable consideration, the receipt and adequacy of which they each acknowledge, Carrolls grant to Howard County and Howard

County accepts, the exclusive option to obtain the perpetual Agricultural Land Preservation Easement in, over, on, and through the Agricultural Preservation Parcel as set forth in the Commitment Letter as amended by the DRRA as set forth herein. The Carrolls and the County agree that the sale of the Agricultural Land Preservation Easement to the County is a material term of the DRRA and without the consideration of the sale of the Agricultural Land Preservation Easement to the County on the terms and conditions set forth in the Commitment Letter, the County would not have agreed to the DRRA.

Section 1. Option Term and Exercise of Option.

1.1 Term. The term of the Option ("Option Period") shall begin on the Effective Date of this Option, and shall expire (unless sooner exercised by written notice from the County) on January 1, 2013 ("Outside Date"). In the event any one of the conditions precedent to exercise set forth in Section 1.2.1-1.2.3 have not yet been determined as of the Outside Date, then the Option Period shall be extended automatically until (i) all conditions precedent have been determined or (ii) the termination of the DRRA. If any of the conditions precedent have not yet been determined as of the Outside Date, the Carrolls may take action to return the Property to a rural conservation zoning classification (now known as "RC"). Upon the final, unappealable approval of the rural classification zoning approval for the Site, the County shall terminate its right to acquire the Agricultural Land Preservation Easement under this Option Agreement and the Commitment Letter.

1.2 Exercise. Howard County shall exercise the Option upon the occurrence of all of the following conditions precedent by providing written notice to the Carrolls:

1.2.1 The final, unappealable approval of amendment(s) to the Howard County General Plan for extension of the Planned Service Area for water and sewerage for the Site including any amendment(s) to the Master Plan for Water and Sewerage and any application(s) for incorporation into the Howard County metropolitan district.

1.2.2 The final, unappealable approval of the DRRA; and

1.2.3 The final, unappealable approval of R-ED zoning approval for the Site.

1.3 Effect of Exercise. Upon the exercise of the Option, Howard County shall become entitled and obligated to purchase the Agricultural Land Preservation Easement from the Carrolls, and the Carrolls shall become obligated to sell the Agricultural Land Preservation Easement to Howard County on the terms and conditions set forth in the Commitment Letter. Furthermore, by exercising the Option, Howard County shall become obligated to the Carrolls, their heirs, successors and/or assigns to full performance under this Option.

1.4 Effect of Conditions Precedent. The Parties agree no Subdivision Plat for the Property creating any individual lots meeting the bulk requirements of R-ED zoning for single family detached housing shall be submitted by the Carrolls or reviewed by the County until all of the conditions precedent set forth in Sections 1.2.1 through 1.2.3 are satisfied.

1.5 Failure of Conditions Precedent. The Parties further agree that each shall take all actions required to promptly return the Property to a rural conservation zoning classification (now known as "RC") in the event any one of the conditions precedent in Sections 1.2.1 through 1.2.3 hereof is not satisfied. Upon the final, unappealable approval of the rural classification zoning approval for the Site, the County shall terminate its right to acquire the Agricultural Land Preservation Easement under the Commitment Letter.

## Section 2. Settlement.

2.1 Settlement Date. Upon exercise of the Option, the Carrolls and Howard County shall set a mutually agreeable date for settlement to occur within ten (10) business days of the exercise of the Option. As set forth in the Commitment Letter, the County shall pay the Carrolls 10% of the Purchase Price of \$19,100,000.00 in cash and issue an installment purchase agreement for the balance of the Purchase Price and the Carrolls shall execute and deliver to County the Deed of Agricultural Land Preservation Easement as described in the Commitment Letter.

2.2 Title. The title to the Agricultural Land Preservation Easement shall be subject only to the effect of the matters recorded among the Land Records of Howard County and deemed acceptable to the County, as set forth in the Commitment Letter. While this Option is in effect, Carrolls shall not transfer all or any portion of their interest in the Agricultural Preservation Parcel or otherwise encumber the title to the Agricultural Land Preservation Easement by any lien, or other interest. The Carrolls agree to cause any lender or lien holder or other person having an interest in the Agricultural Preservation Parcel to subordinate their interest in the Agricultural Preservation Parcel to the County's Agricultural Land Preservation Easement and such subordination agreement shall be in a form acceptable to the County and recorded among the Land Records of Howard County.

Section 3. Specific Performance. If Howard County exercises its Option and the Carrolls fail to agree to a settlement date and consummate settlement, the Carrolls consent to Howard County obtaining a decree against them for specific performance as set forth herein. The Carrolls agree that the County entered into the Commitment Letter, this Option Agreement, and the DRRA because of the Carrolls' agreement to conserve and protect the 500 ± acres pursuant to the Howard County Agricultural Land Preservation Act, and that there are no liquidated damages or other types of monetary damages that would be adequate to compensate the County for the Carrolls' breach of that promise. Therefore, Howard County may file, in lieu and as a substitute for monetary damages, a complaint against the Carrolls in the Circuit Court for Howard County for specific

performance of their promise to execute and deliver to Howard County a Deed of Agricultural Land Preservation Easement, pursuant to the Commitment Letter, the DRRA, and this Option Agreement. A proposed form of complaint is attached hereto as Exhibit C. The Carrolls appoint and authorize [NAME, ADDRESS] as their agent to receive service of process and filings in the action. Except for such service, as an expedient compromise of the complaint and without admitting liability, the Carrolls knowingly, intelligently, and voluntarily waive all rights, defenses, and claims, from whatever source derived, both procedural and substantive, that they may have to Howard County's action to enforce its rights for specific performance of the acquisition of the Agricultural Land Preservation Easement, and the Carrolls consent to Howard County moving for entry of a consent decree against them for specific performance and to the entry of such a decree in the form attached hereto as Exhibit D.

Section 4. General.

4.1. Notices. Any communication to be given to a party shall be in writing, shall be deemed to have been given on the 3rd business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or on the next business day after being deposited with a reputable overnight courier service as follows:

In the case of the Carrolls notice shall be sent to:

Camilla and Phillip D. Carroll  
3500 Manor Lane  
Ellicott City, MD 21042

with a copy to:

Joseph Rutter  
5300 Dorsey Hall Drive  
Ellicott City, MD 21042

Sang W. Oh, Esq.  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042

James L. Wright, Esq.  
750 E. Pratt Street  
Suite 900  
Baltimore, MD 21202

In the case of the County, notice shall be sent to:

Director of Department of Planning and Zoning  
3930 Courthouse Drive  
Ellicott City, Maryland 21043



With a copy to:

County Solicitor of Howard County  
3930 Courthouse Drive  
Ellicott City, Maryland 21043

4.2. Effect; Binding; Amendment; Counsel. This Option shall become effective on its execution and delivery by each party. This Option may be amended only by a document signed by each party. The Parties agree that this Option shall run with the land and be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Site. Each party has entered into this Option and the Commitment Letter after having the opportunity to receive advice of legal counsel and represents to the other that each understands their respective legal obligations under this Option.

4.3. Governing Law; Jurisdiction. This Option shall be governed by and construed and enforced in accordance with the laws of the State of Maryland. The parties hereby irrevocably accept and submit to the jurisdiction of the Circuit Court for Howard County, Maryland, in any action brought to enforce this Option, suit, action or proceeding and further waive any objection and any right of immunity on the ground of venue, the inconvenience of any forum or the jurisdiction of such courts or from the execution of judgments resulting therefrom.

4.4. Rules of Construction. The enumeration and headings of the sections of this Option are merely for convenience of reference and do not constitute representations or warranties, do not impose any obligations whatever and have no substantive significance. Unless the context otherwise requires, whenever used in this Option the singular will include the plural, the plural will include the singular, and the masculine gender will include the neuter or feminine gender and vice versa. As to the Carrolls, each of the obligations in this Option and the Commitment letter shall be joint and several. The Parties agree that neither shall be considered the primary drafter of this Option.

4.5. Conflict with DRRA; Survival. The Parties hereby agree that any conflict between the terms of the DRRA and this Option shall be interpreted to give this Option its full force and effect to allow the County to acquire the Agricultural Land Preservation Easement. The Parties further agree that this Option shall survive the invalidation of all or any portion of the DRRA.

WITNESS/ ATTEST:

CAMILLA CARROLL

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

PHILIP D. CARROLL

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

AGREED and APPROVED:

HOWARD COUNTY, MARYLAND

ATTEST:

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

BY: \_\_\_\_\_ (SEAL)  
Ken Ulman  
Howard County Executive

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

*[Notaries on Following Page]*

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CAMILLA CARROLL, personally known to me or proven to be the individual named herein and executed this Option for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PHILIP D. CARROLL, personally known to me or proven to be the individual named herein and executed this Option for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KEN ULMAN, the County Executive for Howard County, Maryland, who acknowledged the same to be the act of the County and that he executed the foregoing Option 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, MD 21042

Exhibit A  
Description of Agricultural Land Preservation Easement

EXHIBIT 2

March 18, 2010

DESCRIPTION OF A  
500.000 ACRE  
AGRICULTURAL PRESERVATION EASEMENT  
CONSISTING OF  
241.638 ACRE PART ONE  
AND  
258.362 ACRE PART TWO  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described therein; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

(PART ONE) BEGINNING FOR THE SAME at a point on or near the intersection of the centerlines of existing paving of Holly Quarter Road with Frederick Road (Maryland Route 144); said point being at the beginning of the Seventeenth or South 82°36'44" East, 189.50 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running within said Frederick

**FISHER,  
COLLINS  
&  
CARTER,  
INC.**

CIVIL ENGINEERS CONSULTANTS  
and LAND SURVEYORS

10272 Baltimore National Pike  
Ellicott City, Maryland 21042  
Phone (410) 481-2455  
Fax (410) 780-3784

Road, on or near the centerline of paving, and running with and binding on all of the said Seventeenth line of said Liber 394 at Folio 64 (Parcel 1), and with all of the Eighteenth, Nineteenth and a portion of the First line of said Liber 394 at Folio 64 (Parcel 1), as now surveyed the following four (4) courses and distances:

- 1) South  $82^{\circ}54'28''$  East, 189.50 feet to a point; thence
- 2) North  $17^{\circ}12'33''$  West, 32.08 feet to a point; thence
- 3) South  $82^{\circ}35'58''$  East, 1,394.98 feet to a point; thence
- 4) South  $73^{\circ}02'02''$  East, 2.22 feet to a point on and being a distance of 3,137.87 feet from the end of the aforesaid First or South  $73^{\circ}02'48''$  East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1) and also being the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144); thence leaving said First line of Liber 394 at Folio 64 (Parcel 1) and the Northern margin of Frederick Road (Maryland Route 144) to run over, across and through the aforesaid Liber 394, Folio 64 the following thirteen (13) courses and distances:

- 5) South  $06^{\circ}25'26''$  West, 152.29 feet to a point; thence
- 6) South  $04^{\circ}05'30''$  West, 282.20 feet to a point of curvature; thence
- 7) 253.27 feet along the arc of a non-tangential curve to the left, having a radius of 1,301.42 feet, a central angle of  $11^{\circ}09'01''$  and subtended by a chord bearing and distance of South  $02^{\circ}54'01''$  East, 252.87 feet to a point; thence
- 8) South  $07^{\circ}27'35''$  East, 191.10 feet to a point; thence
- 9) South  $09^{\circ}24'23''$  East, 392.33 feet to a point; thence
- 10) South  $09^{\circ}00'09''$  East, 293.76 feet to a point; thence

**FISHER,  
COLLINS  
&  
CARTER,  
INC.**

CIVIL ENGINEERING CONSULTANTS  
and LAND SURVEYORS

10272 Baltimore National Pike  
Ellicott City, Maryland 21042  
410) 461-2855  
Fax (410) 760-8784

- 11) South 09°47'54" East, 393.83 feet to a point; thence
- 12) South 09°03'17" East, 615.16 feet to a point; thence
- 13) South 09°03'55" East, 291.12 feet to a point; thence
- 14) North 79°49'03" West, 1,832.40 feet to a point; thence
- 15) South 19°08'23" West, 1,237.51 feet to a point; thence
- 16) North 77°07'13" West, 68.06 feet to a point; thence
- 17) South 19°08'11" West, 1,248.08 feet to a point on and at a distance of 279.07 feet from a 1.25 inch diameter Iron Pipe found at the beginning of the Tenth or North 70°15'08" West, 1456.95 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Tenth line of Liber 394 at Folio 64 (Parcel 1), as now surveyed, the following course and distance:
- 18) North 70°10'26" West, 1,177.65 feet to a 1.25 inch diameter Iron Pipe found at the end thereof; thence running with and binding on the Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth and Sixteenth lines of said Liber 394 at Folio 64 (Parcel 1), the following six (6) courses and distances:
- 19) North 78°34'25" West, 791.22 feet to a point; thence
- 20) North 73°34'25" West, 387.55 feet to a point; thence
- 21) South 69°10'35" West, 31.37 feet to a point; thence
- 22) North 51°40'56" East, 568.09 feet to a point; thence
- 23) North 39°59'12" East, 2,458.50 feet to a point; thence
- 24) North 26°28'43" East, 2,376.00 feet to the point of beginning, containing 241.638 acres, more or less.

**FISHER,  
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&  
CARTER,  
INC.**

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and LAND SURVEYORS

10772 Baltimore Hallway | P.O. Box  
Ellicott City, Maryland 21042  
(410) 401-2155  
Fax (410) 760-3184



(PART TWO) BEGINNING FOR THE SAME at a point on the Northern margin of the sixty-six foot Right of Way of Frederick Road (Maryland Route 144), said point being on and a distance of 53.08 feet from the beginning of the First or South  $73^{\circ}02'48''$  East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on a portion of said First line of Liber 394 at Folio 64 (Parcel 1), and the Northern margin of Frederick Road (Maryland Route 144), the following course and distance:

- 1) South  $73^{\circ}02'02''$  East, 1,379.85 feet to a point thereon; thence leaving the aforesaid First line of Liber 394 at Folio 64 and the Northern margin of Frederick Road (Maryland Route 144) and running for new lines of division, the following twenty-five (25) courses and distances:
- 2) South  $16^{\circ}57'58''$  West, 65.50 feet to a point; thence
- 3) South  $73^{\circ}02'02''$  East, 328.95 feet to a point; thence
- 4) South  $19^{\circ}32'01''$  East, 18.41 feet to a point; thence
- 5) South  $73^{\circ}08'00''$  East, 180.91 feet to a point; thence
- 6) South  $27^{\circ}46'18''$  East, 35.58 feet to a point; thence
- 10) South  $17^{\circ}35'24''$  West, 225.85 feet to a point of curvature; thence
- 11) 346.71 feet along the arc of a curve to the left, having a radius of 315.00 feet, a central angle of  $63^{\circ}03'47''$  and subtended by a chord bearing and distance of South  $13^{\circ}56'30''$  East, 329.47 feet to a point of reverse curvature; thence
- 12) 121.72 feet along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of  $46^{\circ}29'32''$  and subtended by a chord bearing and distance of South  $22^{\circ}13'37''$  East, 118.40 feet to a point of tangency; thence

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(410) 481-2855  
fax (410) 268-0744

- 10) South  $01^{\circ}01'09''$  West, 232.32 feet to a point of curvature; thence
- 11) 312.10 feet along the arc of a curve to the left, having a radius of 330.00 feet, a central angle of  $54^{\circ}11'16''$  and subtended by a chord bearing and distance of South  $26^{\circ}04'29''$  East, 300.60 feet to a point of tangency; thence
- 12) South  $53^{\circ}10'07''$  East, 259.20 feet to a point of curvature; thence
- 13) 470.43 feet along the arc of a non-tangential curve to the right, having a radius of 595.00 feet, a central angle of  $45^{\circ}18'00''$  and subtended by a chord bearing and distance of South  $30^{\circ}31'07''$  East, 458.27 feet to a point of compound curvature; thence
- 14) 283.12 feet along the arc of a curve to the right, having a radius of 275.00 feet, a central angle of  $58^{\circ}59'14''$  and subtended by a chord bearing and distance of South  $21^{\circ}37'30''$  West, 270.78 feet to a point of reverse curvature; thence
- 15) 219.63 feet along the arc of curve to the left, having a radius of 285.00 feet, a central angle of  $44^{\circ}09'14''$  and subtended by a chord bearing and distance of South  $29^{\circ}02'30''$  West, 214.24 feet to a point of tangency; thence
- 16) South  $06^{\circ}57'53''$  West, 62.64 feet to a point of curvature; thence
- 17) 89.85 feet along the arc of a curve to the left, having a radius of 285.00 feet, a central angle of  $18^{\circ}03'45''$  and subtended by a chord bearing and distance of South  $02^{\circ}03'59''$  East, 89.47 feet to a point of reverse curvature; thence
- 18) 131.70 feet along the arc of a curve to the right, having a radius of 170.00 feet, a central angle of  $44^{\circ}23'10''$  and subtended by a chord bearing and distance of South  $11^{\circ}05'43''$  West, 128.43 feet to a point of reverse curvature; thence

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(410) 461-2693  
Fax (410) 750-0744

- 19) 136.14 feet along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of  $24^{\circ}00'04''$  and subtended by a chord bearing and distance of South  $21^{\circ}17'16''$  West, 135.15 feet to a point of tangency; thence
- 20) South  $09^{\circ}17'14''$  West, 113.42 feet to a point of curvature; thence
- 21) 468.79 feet along the arc of a curve to the left, having a radius of 580.00 feet, a central angle of  $46^{\circ}18'34''$  and subtended by a chord bearing and distance of South  $13^{\circ}52'03''$  East, 456.13 feet to a point of tangency; thence
- 22) South  $37^{\circ}01'20''$  East, 903.13 feet to a point; thence
- 23) South  $23^{\circ}09'51''$  East, 507.53 feet to a point; thence
- 24) South  $67^{\circ}04'12''$  West, 462.42 feet to a point; thence
- 25) South  $33^{\circ}51'48''$  West, 651.81 feet to a point; thence
- 26) South  $16^{\circ}43'26''$  West, 858.48 feet to a point on and a distance of 1,764.49 feet from a Granite Stone found and held at the beginning of the Seventh or North  $73^{\circ}14'48''$  West, 4021.13 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Seventh line of Liber 394 at Folio 64 (Parcel 1) and with all of the Eighth and a portion of the Ninth or North  $65^{\circ}30'08''$  West, 2143.94 foot Deed Line of said Liber 394 at Folio 64 (Parcel 1), the following three (3) courses and distances:
- 27) North  $73^{\circ}16'34''$  West, 2,253.96 feet to a point; thence
- 28) North  $14^{\circ}04'34''$  East, 24.75 feet to a point; thence
- 29) North  $65^{\circ}25'29''$  West, 39.81 feet to a point; said point being on and a distance of 2,104.13 feet from a 1.25 inch Iron Pipe found at the end of the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1); said point also being on the easterly

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Shiloh City, Maryland 21162  
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Fax (410) 389-3784

outline of a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll and Camilla Carroll" and recorded as Plat No. 19928; thence leaving the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1) and running with and binding on part of said easterly outline of Plat No. 19928, the following course and distance:

- 30) North  $14^{\circ}13'15''$  East, 1,478.90 feet to a point thereon; thence leaving the aforesaid easterly outline of Plat No. 19928 and running over, across and through the aforesaid Liber 394, Folio 64 (Parcel 1) the following twenty-two (22) courses and distances:
- 31) South  $85^{\circ}27'17''$  East, 421.22 feet to a point; thence
- 32) South  $64^{\circ}29'11''$  East, 192.86 feet to a point; thence
- 33) South  $47^{\circ}22'36''$  East, 333.45 feet to a point; thence
- 34) South  $27^{\circ}46'03''$  East, 102.62 feet to a point; thence
- 35) South  $73^{\circ}56'56''$  East, 224.55 feet to a point; thence
- 36) South  $82^{\circ}25'01''$  East, 149.17 feet to a point; thence
- 37) North  $12^{\circ}14'25''$  East, 389.04 feet to a point; thence
- 38) North  $23^{\circ}29'52''$  West, 478.60 feet to a point; thence
- 39) North  $16^{\circ}15'45''$  West, 750.96 feet to a point; thence
- 40) North  $81^{\circ}30'55''$  West, 730.33 feet to a point; thence
- 41) North  $00^{\circ}27'40''$  East, 207.41 feet to a point; thence
- 42) North  $00^{\circ}40'30''$  West, 76.57 feet to a point; thence
- 43) North  $06^{\circ}06'01''$  West, 117.35 feet to a point; thence
- 44) North  $09^{\circ}05'56''$  West, 310.97 feet to a point; thence

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- 45) North 09°03'18" West, 615.62 feet to a point; thence
- 46) North 09°47'54" West, 393.78 feet to a point; thence
- 47) North 09°00'07" West, 293.32 feet to a point; thence
- 48) North 09°24'23" West, 391.82 feet to a point; thence
- 49) North 07°27'35" West, 190.70 feet to a point of curvature; thence
- 50) 243.37 feet along the arc of a curve to the right, having a radius of 1,251.42 feet, a central angle of 11°08'33" and subtended by a chord bearing and distance of North 02°55'27" West, 242.98 feet to a point of tangency; thence
- 51) North 04°05'30" East, 280.56 feet to a point; thence
- 52) North 06°25'26" East, 141.96 feet to the point of beginning; containing 258.362 acres, more or less.

**SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

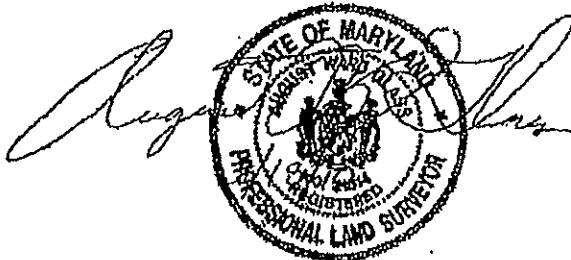
**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, which may apply.

This description was prepared without the benefit of a Title Report.

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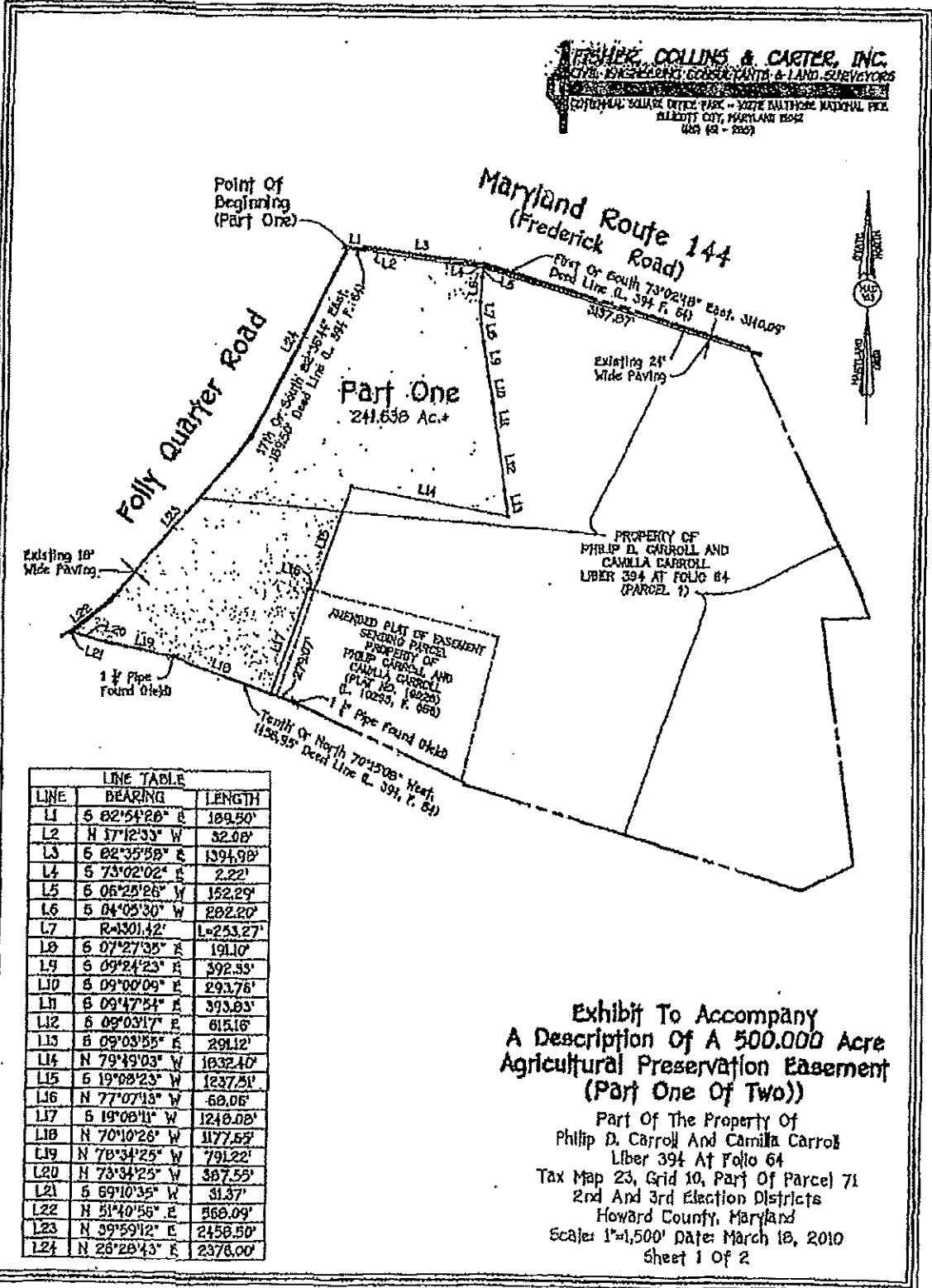


Prepared By DBS

Checked By CAF

WO #05022-3002

**WILKINS COLLINS & CARTER, INC.**  
 CIVIL ENGINEERS, GEODETISTS & LAND SURVEYORS  
 10700 WILSON SQUARE DRIVE, PARK - 10776 BALTHAMORE NATIONAL FIRE  
 ALLENTOWN CITY, MARYLAND 20542  
 410-681-2807



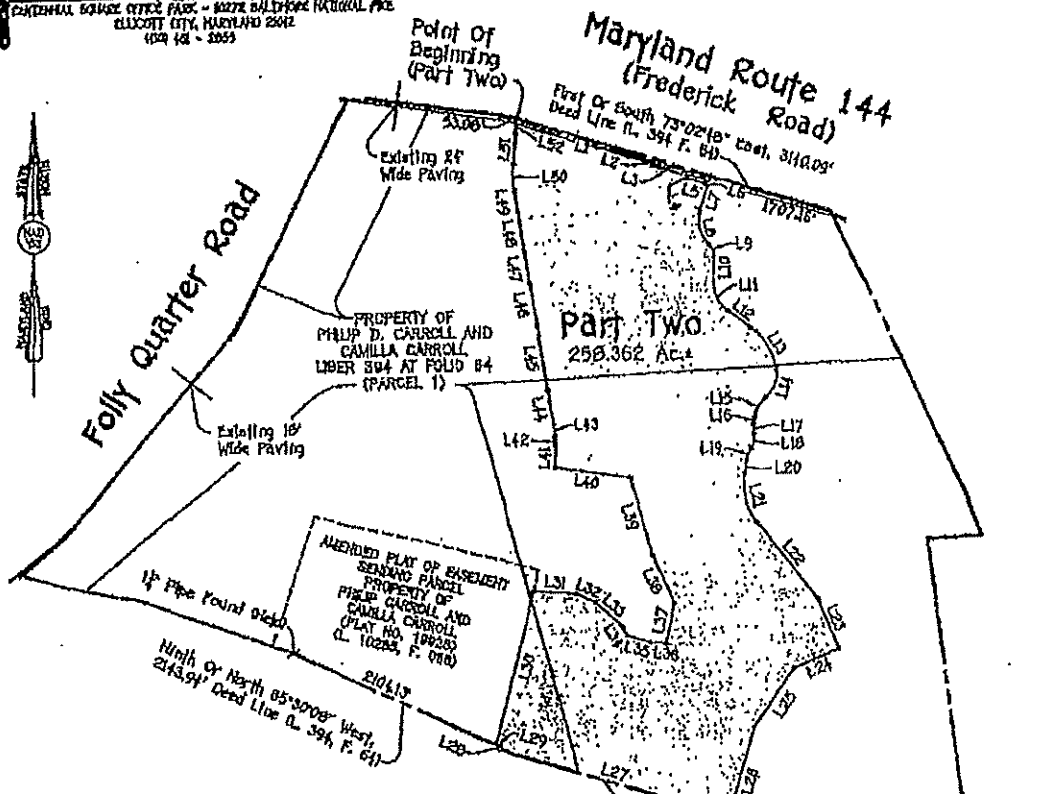
LINE	BEARING	LENGTH
L1	S 82°54'28" E	189.50'
L2	N 37°12'33" W	32.08'
L3	S 82°35'58" E	1394.98'
L4	S 73°02'02" E	2.22'
L5	S 08°25'26" W	152.29'
L6	S 04°05'30" W	282.20'
L7	R=1301.42'	L=253.27'
L8	S 07°27'35" E	191.10'
L9	S 09°24'23" E	392.55'
L10	S 09°00'09" E	293.76'
L11	S 09°47'54" E	373.83'
L12	S 09°03'17" E	615.16'
L13	S 09°03'55" E	291.12'
L14	N 79°49'03" W	1632.40'
L15	S 19°08'23" W	1237.51'
L16	N 77°07'18" W	68.06'
L17	S 19°08'11" W	1248.08'
L18	N 70°10'26" W	1177.53'
L19	N 76°34'25" W	791.22'
L20	N 73°34'23" W	387.55'
L21	S 69°10'35" W	31.37'
L22	N 51°40'58" E	568.09'
L23	N 39°59'12" E	2458.50'
L24	N 28°28'43" E	2378.00'

**Exhibit To Accompany  
 A Description Of A 500.000 Acre  
 Agricultural Preservation Easement  
 (Part One Of Two))**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010  
 Sheet 1 Of 2

1:2005\050721.dwg\05022-3001 Parcel 1 Exhibit.dwg, 3/18/2010 9:59:18 AM, dsmreath, 1-1

**FISHBE, COLLINS & CARTER, INC.**  
 CIVIL ENGINEERS, CONSULTANTS & LAND SURVEYORS  
 CENTENNIAL SQUARE OFFICE PARK - 8127 BALTIMORE NATIONAL PIKE  
 ELICOTT CITY, MARYLAND 21042  
 (410) 481-3883



LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 73°02'02" E	1379.85'	L27	N 73°18'34" W	2253.96'
L2	S 16°57'58" W	64.50'	L28	N 14°04'34" E	24.75'
L3	S 73°02'02" E	328.93'	L29	N 65°29'29" W	39.81'
L4	S 19°32'01" E	18.41'	L30	N 14°13'15" E	1478.90'
L5	S 73°08'00" E	180.91'	L31	S 85°27'17" E	421.22'
L6	S 27°46'18" E	39.58'	L32	S 84°29'11" E	192.85'
L7	S 17°38'24" W	225.88'	L33	S 47°28'36" E	333.45'
L8	R-315.00'	L-315.71'	L34	S 27°40'03" E	102.62'
L9	R-150.00'	L-121.72'	L35	S 73°58'58" E	224.55'
L10	S 01°01'09" W	232.32'	L36	S 82°25'01" E	349.17'
L11	R-330.00'	L-312.10'	L37	N 12°14'25" E	589.04'
L12	S 85°10'07" E	259.20'	L38	N 23°29'32" W	478.50'
L13	R-595.00'	L-470.43'	L39	N 16°15'45" W	758.86'
L14	R-275.00'	L-203.12'	L40	N 01°30'55" W	738.33'
L15	R-285.00'	L-219.63'	L41	N 00°27'40" E	207.41'
L16	S 06°57'33" W	82.64'	L42	N 00°40'30" W	78.57'
L17	R-285.00'	L-89.85'	L43	N 06°06'01" W	117.35'
L18	R-170.00'	L-151.70'	L44	N 09°05'58" W	310.87'
L19	R-325.00'	L-136.14'	L45	N 09°03'16" W	615.62'
L20	S 09°17'14" W	113.42'	L46	N 09°47'54" W	593.70'
L21	R-580.00'	L-168.79'	L47	N 09°00'07" W	293.82'
L22	S 37°01'20" E	905.13'	L48	N 09°24'23" W	391.82'
L23	S 23°09'51" E	507.53'	L49	N 07°27'35" W	190.70'
L24	S 67°04'12" W	462.42'	L50	R-1251.42'	L-243.37'
L25	S 33°51'48" W	651.81'	L51	N 04°05'30" E	280.56'
L26	S 16°43'26" W	858.48'	L52	N 06°24'28" E	111.98'

**Exhibit To Accompany  
 A Description Of A 500,000 Acre  
 Agricultural Preservation Easement  
 (Part Two Of Two))**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 84  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010  
 Sheet 2 Of 2

E:\2015\050222.dwg\05022-3001 Parcel 2 Exhibit.dwg, 3/18/2010 9:48:20 AM, dstreet, 11

Exhibit B

Commitment Letter to Acquire Agricultural Land Preservation Easement





HOWARD COUNTY OFFICE OF COUNTY EXECUTIVE  
3430 Courthouse Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2013

Ken Ulman  
Howard County Executive

[www.howardcountymd.us](http://www.howardcountymd.us)  
FAX 410-313-3051  
TDD 410-313-2323

May 18, 2010

VIA OVERNIGHT MAIL

Camilla Carroll and Philip Carroll  
c/o Camilla Carroll  
3500 Manor Lane  
Ellicott City, Maryland 21042

Dear Ms. Carroll and Mr. Carroll:

Howard County, Maryland is pleased to offer to purchase the development rights as defined in Section 15.502 of the Howard County Code ("Development Rights") on the parcel of land consisting of approximately 500 acres, more or less, which you own in Howard County, Maryland and which is located at 3500 Manor Lane, Ellicott City, Howard County, Maryland (the "Land") pursuant to (i) an installment purchase agreement (the "Installment Purchase Agreement") between Howard County, Maryland, as purchaser (the "County") and Camilla Carroll and Philip Carroll, as sellers (the "Seller") and (ii) a Deed of Agricultural Land Preservation Easement between the County and the Seller (the "Deed of Easement"), upon and subject to the terms and conditions hereinafter set forth:

1. Purchase Price. The County offers to purchase the Development Rights from the Seller for a total purchase price of no more than \$19,100,000.00, (the "Purchase Price") which is based on a price of \$38,200.00 per acre, rounded to the next highest \$1,000.00. The Seller will receive 10% of the Purchase Price at settlement. The balance of the Purchase Price shall be paid to the Seller or Seller's assignee in 20 equal annual installments commencing on August 15, 2011 and on each August 15 thereafter. This Purchase Price is based on the following agreements and conditions with respect to the Land which shall be set forth in the Deed of Easement:

- (a) The Land is currently a portion of a parcel of record. The Land may be divided into no more than five (5) 50+ acre parcels;
- (b) Ten (10) one-acre lots may be subdivided from the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning; and
- (c) A maximum of fifteen (15) tenant houses may be permitted on the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning.

2. Interest on Unpaid Balance of Purchase Price. Interest on the unpaid balance of the Purchase Price shall accrue from the date of settlement ("Closing Date") and shall be paid to the Seller or Seller's assignee in 40 semiannual payments on February 15 and August 15 in each year after the Closing Date. Interest shall accrue and be payable at (a) the interest rate, as determined by the County's Director of Finance at the time of settlement of the first Batch 14 property to settle, which is equal to the greater of the average of the United States Treasury Yields or AAA Tax-Exempt General Obligation Yields, in each case for the closest available date to each principal payment installment date for the first Batch 14 property to settle, or (b) 4% per annum, whichever is lower. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

3. Documentation. All instruments and documents required hereby or affecting the Land, or relating to the Seller's capacity and authority to sell the Development Rights and to execute the Documents and such other documents, instruments, opinions, assurances, consents and approvals as the County may request and all procedures connected herewith shall be subject to the approval, as to form and substance, of the County, the

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County's counsel, and Miles & Stookbridge P.C. ("Bond Counsel"). All of the documents evidencing the installment purchase of the Development Rights (the "Documents"), including without limitation, the Installment Purchase Agreement and the Deed of Easement, shall be prepared by counsel for the County or by Bond Counsel. In addition to those items specifically set forth in this commitment, the Seller shall furnish to the County, prior to the Closing Date, such additional instruments, documents, opinions and materials as the County may require, all of which shall be satisfactory to the County in all respects.

4. Conditions Precedent to Closing. As a condition precedent to the County's obligation to close, not less than seven (7) days prior to the Closing Date:

(a) The Seller shall furnish to the County, a Subordination Agreement in recordable form from each mortgagee and other lienholder having a lien on all or any portion of the Land subordinating such person's interest in the Land to the rights of the County under the Deed of Easement, which Subordination Agreement shall be satisfactory in all respects to the County.

(b) If the Seller is not a natural person acting only in the Seller's individual capacity, Seller shall furnish to the County an opinion of Seller's Counsel, which is satisfactory in form and substance to the County, stating that Seller has the authority to convey the development rights to the County and has taken all actions necessary to validly exercise that authority.

(c) The County shall have received a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price insuring the acquisition of the easement on the Land and ownership of the Development Rights by the County subject only to those exceptions to title as are approved by the County and its counsel, and with affirmative insurance on such matters as the County may require. The County will secure the title insurance.

(d) The County shall have verified with the Soil Conservation District that the Land is subject to an approved Soil Conservation and Water Quality Plan that reflects current conditions and activities on the Land.

5. Expenses. All costs relating to the recording of the Deed of Easement and any Subordination Agreement, all title examination charges, the premium for the title insurance policy, and the fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of the Seller and the out-of-pocket expenses of Bond Counsel shall be paid by the County.

The Seller shall pay the fees and expenses of the Seller's own counsel and, if necessary, licensed engineer or surveyor, and all costs of preparation and recording of other documents, if any, required to perfect the title to the Land and provide a metes and bounds description for the Deed of Easement.

6. Termination by County. This commitment is being made in reliance upon the information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.

7. Brokerage. The County shall pay no fee or commission to any broker or agent in connection with the purchase of the Development Rights, and the Seller hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.

8. Receipt of Opinion of Bond Counsel. It is a condition precedent to the closing of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated the Closing Date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includable in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purposes, which opinion may assume continuous compliance with certain

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covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Certificate and may be otherwise limited in accordance with its terms.

9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 8 hereof), and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

10. Commitment Subject to Approval by Seller of Final Documents. Final Documents for execution, consistent with this commitment, shall be satisfactory to the Seller in form and substance. In the event that the Documents are not acceptable to Seller for any reason (including the failure to execute a Development Rights and Responsibility Agreement) and cannot be made so, or this transaction is not acceptable to the Seller for any reason, Seller, at Seller's option, shall be released from this commitment.

11. Acceptance and Counterparts. To accept this commitment, a copy of this commitment must be signed (and the signature witnessed) by each person with an ownership interest in the property and the copy with original signature of the Seller, delivered to the County no later than May 20, 2010. This commitment may be executed in counterparts, each of which shall be considered an original and all of which shall, together, constitute a single instrument.

12. Commitment Subject to Enactment of Approval Ordinance. Because the Installment Purchase Agreement is a multi-year contract subject to the provisions of Section 612 of the County's charter, the Installment Purchase Agreement must be approved by ordinance ("Approval Ordinance") and the County is not authorized to execute and deliver the Installment Purchase Agreement until the Approval Ordinance is enacted. The Approval Ordinance will be prefiled for introduction to the County Council of Howard County (the "Council") on May 27, 2010, for the Approval Ordinance to be considered by the Council in June. If for any reason the Approval Ordinance is not enacted by October 1, 2010, this commitment shall be null and void and the County and Seller shall have no further obligation hereunder.

13. Assignment Prohibited. This commitment may not be assigned or in any way transferred by the Seller.

14. Entire Agreement. No statements, agreement or representations, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights on the Land, including the Purchase Price, the Deed of Easement, or Installment Purchase Agreement, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to the matters in this commitment are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.

15. Governing Law. The Seller agrees that this commitment and the Documents shall be governed by and construed under the laws of the State of Maryland.

16. Closing Date; Survival. This transaction may be closed after all conditions precedent to closing have been met. Unless the Seller and the County enter into a Development Rights and Responsibilities Agreement concerning the Land and the Seller's property adjacent to the Land, this transaction must be fully closed by February 1, 2011 or this commitment shall be deemed null and void. Unless otherwise agreed to by the County, the closing shall take place in the main office of the County or at the office of Bond Counsel in Baltimore, Maryland, as the County might designate. The terms and conditions of this commitment shall survive the closing; provided, however, that if any of the terms and conditions of this


CC

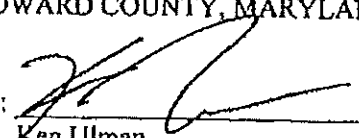
commitment shall conflict with any of the terms and conditions of the Documents, the terms and conditions of the Documents shall prevail. The terms of this commitment shall supersede in full any prior commitment issued by the County in connection with the transaction contemplated hereby.

We are pleased to make this offer to you. Enclosed for your review is an updated score sheet and amortization schedule. Also attached is a sample deed of easement and a sample installment purchase agreement. Please indicate your acceptance of this commitment by signing and returning to us one of the executed originals of this letter no later than May 20, 2010. If not accepted prior to May 21, 2010, the offer set forth in this commitment letter terminates automatically and shall have no further force and effect.


ATTEST:

HOWARD COUNTY, MARYLAND

  
Lornie Robbins  
Chief Administrative Officer

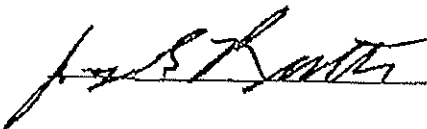
By:   
Ken Ulman  
County Executive


Approved for Form and Legal  
Sufficiency this 20 day of  
May, 2010:

  
Margaret Ann Nolan  
County Solicitor

THE FOREGOING TERMS AND CONDITIONS WITH RESPECT TO THE LAND ARE HEREBY AGREED  
TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

Witness:



  
Camilla Carroll

Witness:



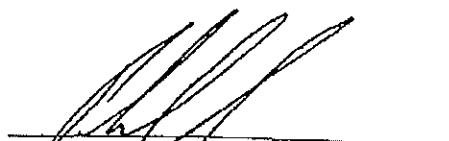
  
Philip Carroll

Exhibit C  
Complaint for Specific Performance

HOWARD COUNTY, MARYLAND \* IN THE  
3430 Courthouse Drive \*  
Ellicott City, Maryland 21043 \* CIRCUIT COURT  
  
Plaintiff \* FOR  
  
v. \* HOWARD COUNTY  
  
\*  
CAMILLA CARROLL \*  
3500 Manor Lane \*  
Ellicott City, Maryland 21042 \* Case No.:  
  
SERVE ON: \*  
[name] \*  
[address] \*  
[city, state, zip] \*  
  
and \*  
  
\*  
PHILIP D. CARROLL \*  
[address] \*  
[city], New York [zip] \*  
  
SERVE ON: \*  
[name] \*  
[address] \*  
[city, state, zip] \*  
  
Defendants \*

\* \* \* \* \*

**VERIFIED COMPLAINT FOR SPECIFIC PERFORMANCE**

Howard County, Maryland (the "County"), by its attorneys, Margaret Ann Nolan, County Solicitor, and Gary W. Kuc, Senior Assistant County Solicitor, sues Camilla Carroll and Philip D. Carroll (the "Carrolls"), Defendants, for specific performance of their promise to execute and deliver to the County a Deed of Agricultural Land Preservation Easement for 500 acres.

## **PARTIES**

1. Plaintiff Howard County, Maryland is a body corporate and politic of the State of Maryland.
2. Defendant Priscilla Carroll is a resident of Howard County, Maryland.
3. Defendant Philip D. Carroll is a resident of [city / county], New York.
4. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map No. 2523, Parcel 71 consisting of 892.6 acres ± (“Doughoregan” or the “Property”).

## **JURISDICTION**

5. This Court has subject matter jurisdiction over this equitable action for specific performance pursuant to § 1-501 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

6. This Court has personal jurisdiction over the Carrolls pursuant to § 6-102 and § 6-103 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

7. Furthermore, the Carrolls have waived any defense based on lack of subject matter jurisdiction or lack of personal jurisdiction, pursuant to § 4 of an Option Agreement between the parties. A true and correct copy of the fully executed Option Agreement is attached hereto and incorporated as Exhibit A.

## **VENUE**

8. Venue is proper in this Court pursuant to § 6-201 and § 6-202 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

9. Furthermore, the Carrolls have waived any defense based on venue pursuant to § 4 of the Option Agreement between the parties.

### FACTS

10. The Howard County Agricultural Land Preservation Act is codified in § 15.500 through § 15.521 of the Howard County Code (the "Act"). A true and correct copy of the Act is attached hereto and incorporated as Exhibit B.

11. The purpose of the Act is to protect the health, safety, and well-being of present and future residents of Howard County by conserving and protecting agricultural land as an environmental resource of major importance and as the basis of a viable sector of the County's economy. § 15.500(c).

12. To effectuate the Act's purpose, the County acquires the development rights on eligible land by purchase of the land, by purchase of the development rights on the land, and by acceptance of dedicated remainders from cluster subdivisions as provided by law. § 15.500(c).

13. The County may acquire an agricultural land preservation easement on land in the County by, among other things, purchasing the development rights on eligible land. § 15.503(a).

14. The parties have a valid and enforceable contract for the purchase by the County of the Carrolls' development rights in 500 acres of Doughoregan. The contract consists of a number of written agreements between the parties.

15. The first agreement is a Commitment Letter dated May 18, 2010. A true and correct copy of the fully executed Commitment Letter is attached hereto and

incorporated as Exhibit C. The Commitment Letter contains the terms and conditions of the County's offer to purchase the Carrolls' development rights in their Agricultural Preservation Parcel, including the purchase price of \$19,100,000.00; an Installment Purchase Agreement concerning payment of the purchase price; and certain agreements and conditions for the land that is to be set forth in the Deed of Agricultural Land Preservation Easement (the "Deed of Easement"). A true and correct copy of the Deed of Easement is attached hereto and incorporated as Exhibit D.

16. On [month date], 2010, the parties entered into an Option Agreement. A true and correct copy of the fully executed Option Agreement is attached hereto and incorporated as Exhibit A. The Option Agreement grants the County the exclusive option to obtain the perpetual Deed of Easement in, over, and through the Agricultural Preservation Parcel described in the Commitment Letter, as amended by the parties' Development Rights and Responsibilities Agreement.

17. Contemporaneous with execution of the Option Agreement, the parties entered into a Development Rights and Responsibilities Agreement (the "DRRA"). A true and correct copy of the fully executed DRRA is attached hereto and incorporated as Exhibit E. The DRRA modifies the Commitment Letter by deleting paragraph 10. That paragraph had granted the Carrolls to right to be released from the Commitment Letter if the final documents for execution were not satisfactory to them in form and substance.

18. On [month day], 2010, the parties entered into the Installment Purchase Agreement. A true and correct copy of the fully executed Installment and Purchase Agreement is attached hereto and incorporated as Exhibit F.



19. All preconditions for the County's right to exercise its Option have occurred. Option Agreement § 1.2.

20. On [month day], 2010, the County exercised its Option by giving written notice to the Carrolls. Option Agreement § 1.2. A true and correct copy of the notice is attached hereto and incorporated as Exhibit G.

21. The exercise of the Option entitled and obligated the County to purchase the Deed of Easement from the Carrolls, and obligated the Carrolls to sell the Deed of Easement to the County. Option Agreement § 1.3.

22. Upon exercise of the Option, the parties were required to set a mutually agreeable date for settlement to occur within ten (10) business days of the exercise of the Option. Option Agreement § 2.1.

23. The Carrolls failed to agree to a settlement date and consummate settlement, despite the County's demand to do so on [month day], 2010. A true and correct copy of the demand is attached hereto and incorporated as Exhibit H.

24. At all relevant times, the County was ready, willing, and able to perform under the terms of the parties' contract and all preconditions for settlement were satisfied.

25. The Carrolls failed to schedule and attend settlement and deliver the Deed of Easement to the County and take the necessary action to satisfactorily perform under the parties' contract.

26. The Carrolls agree that there are no liquidated damages or other types of monetary damages that would be adequate to compensate the County for their failure to

perpetually conserve and protect the 500 acres ± pursuant to the Act as promised. Option Agreement § 4.

27. The Carrolls agree that the County entered into the Commitment Letter, the Option Agreement, and the DRRA because of the Carrolls' promise to conserve and protect the 500 ± acres pursuant to the Act. Option Agreement § 4.

### **COUNT I – SPECIFIC PERFORMANCE**

28. The Plaintiff adopts by reference the allegations contained in paragraphs 1 through 27 of this Complaint with the same effect as if fully set forth.

29. The County and the Carrolls have a valid and enforceable contract for the purchase by the County of the Carrolls' development rights in 500 ± acres of Doughoregan as set forth in the Deed of Easement.

30. The Carrolls breached the contract by failing to agree to settle and by not consummated settlement.

31. The County was ready, willing, and able to perform under the terms of the contract and all preconditions for settlement were satisfied.

32. The County has no adequate remedy at law.

WHEREFORE, Plaintiff Howard County, Maryland demand judgment that the contract between the parties be specifically enforced, and that the Defendants be ordered to execute and deliver the Deed of Easement to the County, and for such other relief as the Court deems proper.

**VERIFICATION**

I solemnly affirm under the penalties of perjury that the contents of the foregoing Verified Complaint for Specific Performance are true to the best of my knowledge, information, and belief.

HOWARD COUNTY, MARYLAND

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[name]  
Administrator  
Howard County Agricultural Land  
Preservation Program

Respectfully submitted,

HOWARD COUNTY OFFICE OF LAW

Margaret Ann Nolan  
County Solicitor

\_\_\_\_\_  
Gary W. Kuc  
Senior Assistant County Solicitor  
George Howard Building  
3430 Courthouse Drive  
Ellicott City, Maryland 21043  
Counsel for Plaintiff  
410-313-2103  
410-212-3292

Date: \_\_\_\_\_

Exhibit D  
Consent Decree for Specific Performance

HOWARD COUNTY, MARYLAND	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
CAMILLA CARROLL, ET AL.	*	HOWARD COUNTY
Defendants	*	Case No.:
* * * * *	*	* * * * *

**CONSENT DECREE FOR SPECIFIC PERFORMANCE**

Plaintiff, Howard County, Maryland (the "County") and Defendants, Camilla Carroll and Philip D. Carroll (the "Carrolls"), hereby represent and acknowledge that they agree to enter into this Consent Decree (collectively, the "Parties").

1. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map. No. 2523, Parcel 71 consisting of 892.6 ± acres (the "Property"). The Carrolls intend to develop a 221.1 acre ± portion of the Property with single family detached residential dwellings. The Howard County Agricultural Land Preservation Act is intended to protect the health, safety, and well-being of present and future residents of Howard County by conserving and protecting agricultural land as an environmental resource of major importance and as the basis of a viable sector of the County's economy. Howard County Code §§ 15.500 – 15.521 (the "Act").

2. The Parties entered into a contract for the purchase by the County of the Carrolls' development rights in 500 ± acres of the Property pursuant to the Act. In exchange, the Carrolls agreed to execute and deliver to the County a Deed of Agricultural Land Preservation Easement regarding these rights (the "Deed of Easement").

3. Howard County filed a Verified Complaint for Specific Performance against the Carrolls (the "Complaint"). The County alleged that all preconditions for settlement had occurred and the County was ready, willing, and able to perform the contract, and that the Carrolls breached the contract by failing to agree to a settlement date and consummate settlement regarding the Deed of Easement. The County demands judgment that the contract between the Parties be specifically enforced, and that the Carrolls be ordered to execute and deliver to the County the Deed of Easement. Contemporaneously with the Complaint, the County filed a Consent Motion for Entry of Consent Decree for Specific Performance, with a copy of this order attached (the "Consent Motion").

4. Prior to the commencement of this action, the Carrolls consented to the County suing them for specific performance in the event of their breach of the contract, and they knowingly, intelligently, and voluntarily waived all rights, defenses, and claims, from whatever source derived, both procedural and substantive, that they may have to the action, except for service of process and filings in the action. *See* Option Agreement § 4, attached as Exhibit A to the Complaint. The record in this action indicates that the County served the Complaint and Writs of Summonses, as well as the Consent Motion, on the appointed and authorized agent of the Carrolls.

5. The Parties have reached agreement concerning resolution of this action and consent to entry of this Consent Decree for Specific Performance.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

6. That the Consent Motion be and the same is hereby GRANTED;

7. That within ten (10) business days of the entry of this Consent Decree the Carrolls execute and deliver to the County the Deed of Easement;

8. That contemporaneously with the Carrolls' delivery of the Deed of Easement, the County pay the Carrolls in accordance with the terms and conditions of the Parties' contract.

9. That this Consent Decree for Specific Performance shall automatically terminate and this action shall be closed upon the County's recordation of the Deed of Easement in this Land Records of this Court, subject to payment of any open court costs.

IT IS SO DECREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ :

\_\_\_\_\_  
Judge, Circuit Court for Howard County

**IT IS SO AGREED AND CONSENTED TO:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
CAMILLA CARROLL

**IT IS SO AGREED AND CONSENTED TO:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**PHILIP D. CARROLL**

**IT IS SO AGREED AND CONSENTED TO:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
Attorneys for the Carrolls

**IT IS SO AGREED AND CONSENTED TO:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
Administrator, Howard County Agricultural  
Land Preservation Program

**IT IS SO AGREED AND CONSENTED TO:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Margaret Ann Nolan, County Solicitor  
Gary W. Kuc, Senior Assistant County  
Solicitor

**EXHIBIT 8**

**Wastewater Treatment – Plan of Action**



## EXHIBIT 8

### WASTEWATER TREATMENT - PLAN OF ACTION

In order to implement the provisions of Section 3.2.D of this Agreement, the Carrolls will undertake a feasibility study which will analyze the alternatives for treating the wastewater flow from the development proposed for the Doughoregan Manor property.

The Carrolls will retain an environmental engineering consultant who is acceptable to the County and who has expertise and experience in analyzing sewer system flows and preparing engineering reports in conformance with the Howard County Volume II Design Manual, and evaluating wastewater flow and nutrient loading adjustment at the Little Patuxent Water Reclamation Plant in accordance with the laws and regulations of Howard County and Maryland Department of the Environment.

The consultant will draft a scope of work which will be reviewed and approved by the County. The study will include the following minimum components:

- Develop an estimate of wastewater flow for the project, per Volume II design standards, including an estimated nitrogen loading to the public sewer system. The estimate shall also include the projected development timeline.
- Evaluate options for minimizing wastewater flows and/or nutrient production for the project.
- Evaluate the establishment of a fund to be used by the Counties Bureau of Utilities to fund projects that will provide additional nutrient reduction to the Little Patuxent Water Reclamation Plant.
- Assist the County in identifying and obtaining offset nutrient credits to balance the addition of the 325 homes on the Site to the Metropolitan District.
- Prepare and submit both draft and final reports for review and approval by the County.

The goal of the consultant's evaluation is to minimize wastewater flow and nutrient concentration in the wastewater from this project. The alternatives shall address and consider the impact on County residents and the County with respect to odor, transportation of sludge, capital costs, operating costs, public health and environmental impacts.

Upon completion of the study and acceptance by the County, the Carrolls and the County will review the results with the Maryland Department of the Environment. The County shall determine the final wastewater system improvements necessary for the wastewater created by the site to best meet the goal of minimizing wastewater flow and nutrient concentration in wastewater directed to the Little Patuxent Wastewater Reclamation Plant.

**EXHIBIT 9**

**Description of Agricultural Preservation Parcel**

EXHIBIT 9

March 18, 2010

DESCRIPTION OF A  
500.000 ACRE  
AGRICULTURAL PRESERVATION EASEMENT  
CONSISTING OF  
241.638 ACRE PART ONE  
AND  
258.362 ACRE PART TWO  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described therein; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

(PART ONE) BEGINNING FOR THE SAME at a point on or near the intersection of the centerlines of existing paving of Folly Quarter Road with Frederick Road (Maryland Route 144); said point being at the beginning of the Seventeenth or South 82°36'44" East, 189.50 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running within said Frederick

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OLLINS

ARTER,  
C.

ENGINEERING CONSULTANTS  
LAND SURVEYORS

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Baltimore City, Maryland 21042  
(410) 283-5555  
(410) 760-3784

Road, on or near the centerline of paving, and running with and binding on all of the said Seventeenth line of said Liber 394 at Folio 64 (Parcel 1), and with all of the Eighteenth, Nineteenth and a portion of the First line of said Liber 394 at Folio 64 (Parcel 1), as now surveyed the following four (4) courses and distances:

- 1) South  $82^{\circ}54'28''$  East, 189.50 feet to a point; thence
- 2) North  $17^{\circ}12'33''$  West, 32.08 feet to a point; thence
- 3) South  $82^{\circ}35'58''$  East, 1,394.98 feet to a point; thence
- 4) South  $73^{\circ}02'02''$  East, 2.22 feet to a point on and being a distance of 3,137.87 feet from the end of the aforesaid First or South  $73^{\circ}02'48''$  East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1) and also being the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144); thence leaving said First line of Liber 394 at Folio 64 (Parcel 1) and the Northern margin of Frederick Road (Maryland Route 144) to run over, across and through the aforesaid Liber 394, Folio 64 the following thirteen (13) courses and distances:
  - 5) South  $06^{\circ}25'26''$  West, 152.29 feet to a point; thence
  - 6) South  $04^{\circ}05'30''$  West, 282.20 feet to a point of curvature; thence
  - 7) 253.27 feet along the arc of a non-tangential curve to the left, having a radius of 1,301.42 feet, a central angle of  $11^{\circ}09'01''$  and subtended by a chord bearing and distance of South  $02^{\circ}54'01''$  East, 252.87 feet to a point; thence
  - 8) South  $07^{\circ}27'35''$  East, 191.10 feet to a point; thence
  - 9) South  $09^{\circ}24'23''$  East, 392.33 feet to a point; thence
  - 10) South  $09^{\circ}00'09''$  East, 293.76 feet to a point; thence

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481-2855  
4101 750-3784

- 11) South 09°47'54" East, 393.83 feet to a point; thence
- 12) South 09°03'17" East; 615.16 feet to a point; thence
- 13) South 09°03'55" East, 291.12 feet to a point; thence
- 14) North 79°49'03" West, 1,832.40 feet to a point; thence
- 15) South 19°08'23" West, 1,237.51 feet to a point; thence
- 16) North 77°07'13" West, 68.06 feet to a point; thence
- 17) South 19°08'11" West, 1,248.08 feet to a point on and at a distance of 279.07 feet from a 1.25 inch diameter Iron Pipe found at the beginning of the Tenth or North 70°15'08" West, 1456.95 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Tenth line of Liber 394 at Folio 64 (Parcel 1), as now surveyed, the following course and distance:
- 18) North 70°10'26" West, 1,177.65 feet to a 1.25 inch diameter Iron Pipe found at the end thereof; thence running with and binding on the Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth and Sixteenth lines of said Liber 394 at Folio 64 (Parcel 1), the following six (6) courses and distances:
- 19) North 78°34'25" West, 791.22 feet to a point; thence
- 20) North 73°34'25" West, 387.55 feet to a point; thence
- 21) South 69°10'35" West, 31.37 feet to a point; thence
- 22) North 51°40'56" East, 568.09 feet to a point; thence
- 23) North 39°59'12" East, 2,458.50 feet to a point; thence
- 24) North 26°28'43" East, 2,376.00 feet to the point of beginning, containing 241.638 acres, more or less.

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410) 750-3784

(PART TWO) BEGINNING FOR THE SAME at a point on the Northern margin of the sixty-six foot Right of Way of Frederick Road (Maryland Route 144), said point being on and a distance of 53.08 feet from the beginning of the First or South  $73^{\circ}02'48''$  East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on a portion of said First line of Liber 394 at Folio 64 (Parcel 1), and the Northern margin of Frederick Road (Maryland Route 144), the following course and distance:

- 1) South  $73^{\circ}02'02''$  East, 1,379.85 feet to a point thereon; thence leaving the aforesaid First line of Liber 394 at Folio 64 and the Northern margin of Frederick Road (Maryland Route 144) and running for new lines of division, the following twenty-five (25) courses and distances:
  - 2) South  $16^{\circ}57'58''$  West, 65.50 feet to a point; thence
  - 3) South  $73^{\circ}02'02''$  East, 328.95 feet to a point; thence
  - 4) South  $19^{\circ}32'01''$  East, 18.41 feet to a point; thence
  - 5) South  $73^{\circ}08'00''$  East, 180.91 feet to a point; thence
  - 6) South  $27^{\circ}46'18''$  East, 35.58 feet to a point; thence
  - 10) South  $17^{\circ}35'24''$  West, 225.85 feet to a point of curvature; thence
  - 11) 346.71 feet along the arc of a curve to the left, having a radius of 315.00 feet, a central angle of  $63^{\circ}03'47''$  and subtended by a chord bearing and distance of South  $13^{\circ}56'30''$  East, 329.47 feet to a point of reverse curvature; thence
  - 12) 121.72 feet along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of  $46^{\circ}29'32''$  and subtended by a chord bearing and distance of South  $22^{\circ}13'37''$  East, 118.40 feet to a point of tangency; thence

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Baltimore City, Maryland 21042  
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(410) 760-3764

- 10) South  $01^{\circ}01'09''$  West, 232.32 feet to a point of curvature; thence
- 11) 312.10 feet along the arc of a curve to the left, having a radius of 330.00 feet, a central angle of  $54^{\circ}11'16''$  and subtended by a chord bearing and distance of South  $26^{\circ}04'29''$  East, 300.60 feet to a point of tangency; thence
- 12) South  $53^{\circ}10'07''$  East, 259.20 feet to a point of curvature; thence
- 13) 470.43 feet along the arc of a non-tangential curve to the right, having a radius of 595.00 feet, a central angle of  $45^{\circ}18'00''$  and subtended by a chord bearing and distance of South  $30^{\circ}31'07''$  East, 458.27 feet to a point of compound curvature; thence
- 14) 283.12 feet along the arc of a curve to the right, having a radius of 275.00 feet, a central angle of  $58^{\circ}59'14''$  and subtended by a chord bearing and distance of South  $21^{\circ}37'30''$  West, 270.78 feet to a point of reverse curvature; thence
- 15) 219.63 feet along the arc of curve to the left, having a radius of 285.00 feet, a central angle of  $44^{\circ}09'14''$  and subtended by a chord bearing and distance of South  $29^{\circ}02'30''$  West, 214.24 feet to a point of tangency; thence
- 16) South  $06^{\circ}57'53''$  West, 62.64 feet to a point of curvature; thence
- 17) 89.85 feet along the arc of a curve to the left, having a radius of 285.00 feet, a central angle of  $18^{\circ}03'45''$  and subtended by a chord bearing and distance of South  $02^{\circ}03'59''$  East, 89.47 feet to a point of reverse curvature; thence
- 18) 131.70 feet along the arc of a curve to the right, having a radius of 170.00 feet, a central angle of  $44^{\circ}23'10''$  and subtended by a chord bearing and distance of South  $11^{\circ}05'43''$  West, 128.43 feet to a point of reverse curvature; thence

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110) 758-9784

- 19) 136.14 feet along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of  $24^{\circ}00'04''$  and subtended by a chord bearing and distance of South  $21^{\circ}17'16''$  West, 135.15 feet to a point of tangency; thence
- 20) South  $09^{\circ}17'14''$  West, 113.42 feet to a point of curvature; thence
- 21) 468.79 feet along the arc of a curve to the left, having a radius of 580.00 feet, a central angle of  $46^{\circ}18'34''$  and subtended by a chord bearing and distance of South  $13^{\circ}52'03''$  East, 456.13 feet to a point of tangency; thence
- 22) South  $37^{\circ}01'20''$  East, 903.13 feet to a point; thence
- 23) South  $23^{\circ}09'51''$  East, 507.53 feet to a point; thence
- 24) South  $67^{\circ}04'12''$  West, 462.42 feet to a point; thence
- 25) South  $33^{\circ}51'48''$  West, 651.81 feet to a point; thence
- 26) South  $16^{\circ}43'26''$  West, 858.48 feet to a point on and a distance of 1,764.49 feet from a Granite Stone found and held at the beginning of the Seventh or North  $73^{\circ}14'48''$  West, 4021.13 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Seventh line of Liber 394 at Folio 64 (Parcel 1) and with all of the Eighth and a portion of the Ninth or North  $65^{\circ}30'08''$  West, 2143.94 foot Deed Line of said Liber 394 at Folio 64 (Parcel 1), the following three (3) courses and distances:
  - 27) North  $73^{\circ}16'34''$  West, 2,253.96 feet to a point; thence
  - 28) North  $14^{\circ}04'34''$  East, 24.75 feet to a point; thence
  - 29) North  $65^{\circ}25'29''$  West, 39.81 feet to a point; said point being on and a distance of 2,104.13 feet from a 1.25 inch Iron Pipe found at the end of the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1); said point also being on the easterly

**SHER,  
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410) 760-3784



outline of a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll and Camilla Carroll" and recorded as Plat No. 19928; thence leaving the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1) and running with and binding on part of said easterly outline of Plat No. 19928, the following course and distance:

- 30) North 14°13'15" East, 1,478.90 feet to a point thereon; thence leaving the aforesaid easterly outline of Plat No. 19928 and running over, across and through the aforesaid Liber 394, Folio 64 (Parcel 1) the following twenty-two (22) courses and distances:
  - 31) South 85°27'17" East, 421.22 feet to a point; thence
  - 32) South 64°29'11" East, 192.86 feet to a point; thence
  - 33) South 47°22'36" East, 333.45 feet to a point; thence
  - 34) South 27°46'03" East, 102.62 feet to a point; thence
  - 35) South 73°56'56" East, 224.55 feet to a point; thence
  - 36) South 82°25'01" East, 149.17 feet to a point; thence
  - 37) North 12°14'25" East, 389.04 feet to a point; thence
  - 38) North 23°29'52" West, 478.60 feet to a point; thence
  - 39) North 16°15'45" West, 750.96 feet to a point; thence
  - 40) North 81°30'55" West, 730.33 feet to a point; thence
  - 41) North 00°27'40" East, 207.41 feet to a point; thence
  - 42) North 00°40'30" West, 76.57 feet to a point; thence
  - 43) North 06°06'01" West, 117.35 feet to a point; thence
  - 44) North 09°05'56" West, 310.97 feet to a point; thence

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C.

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861-1853  
910) 760-3734

- 45) North 09°03'18" West, 615.62 feet to a point; thence
- 46) North 09°47'54" West, 393.78 feet to a point; thence
- 47) North 09°00'07" West, 293.32 feet to a point; thence
- 48) North 09°24'23" West, 391.82 feet to a point; thence
- 49) North 07°27'35" West, 190.70 feet to a point of curvature; thence
- 50) 243.37 feet along the arc of a curve to the right, having a radius of 1,251.42 feet, a central angle of 11°08'33" and subtended by a chord bearing and distance of North 02°55'27" West, 242.98 feet to a point of tangency; thence
- 51) North 04°05'30" East, 280.56 feet to a point; thence
- 52) North 06°25'26" East, 141.96 feet to the point of beginning; containing 258.362 acres, more or less.

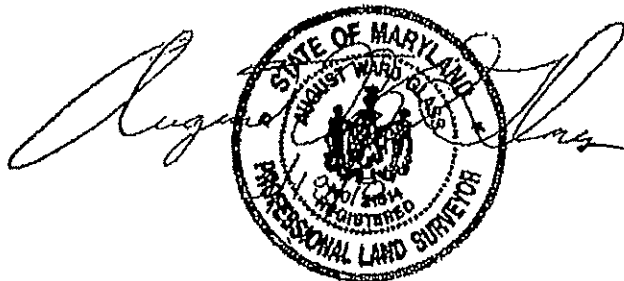
**SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, which may apply.

This description was prepared without the benefit of a Title Report.

**SHER,  
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AND SURVEYORS

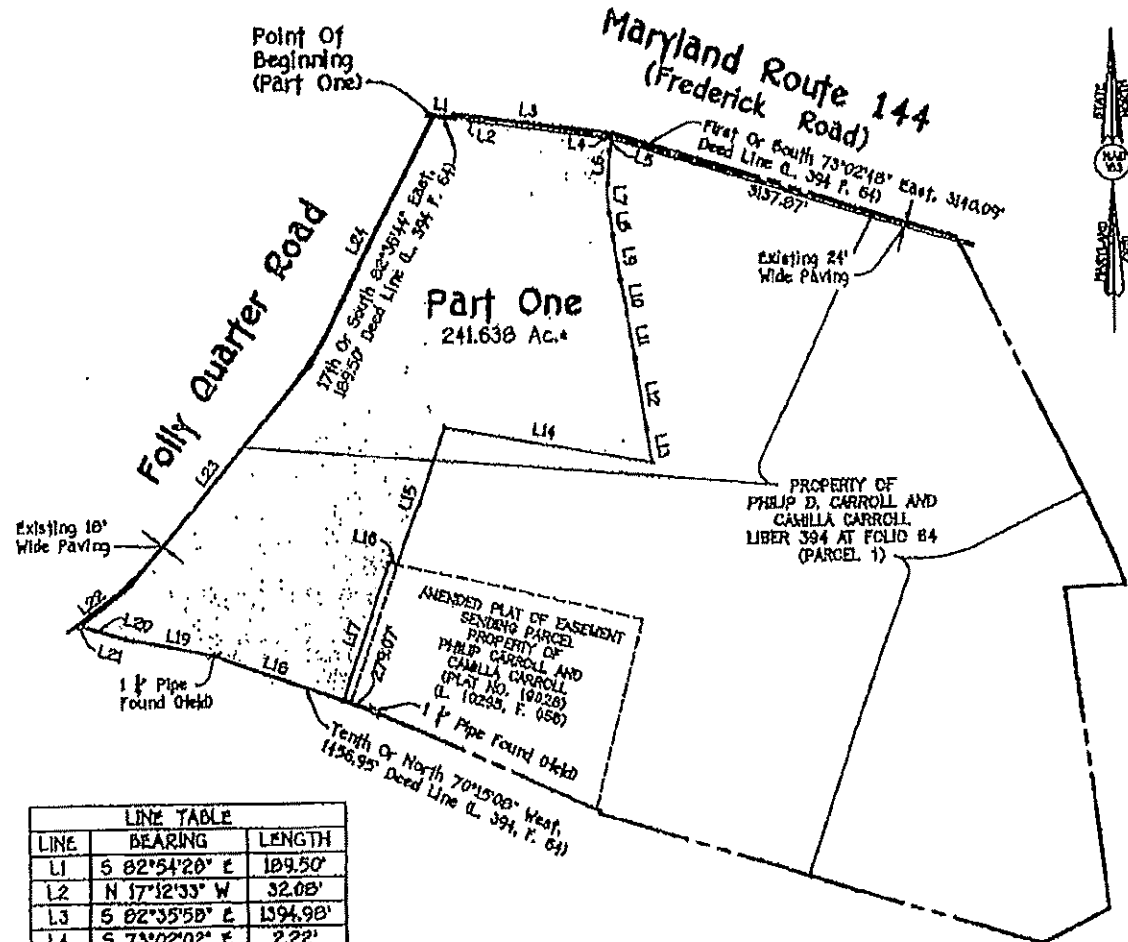
2 Baltimore National Pike  
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481-2855  
410) 750-3784



Prepared By DBS  
Checked By CAF

WO #05022-3002

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 BILKOTT CITY, MARYLAND 21048  
 (410) 411-2888



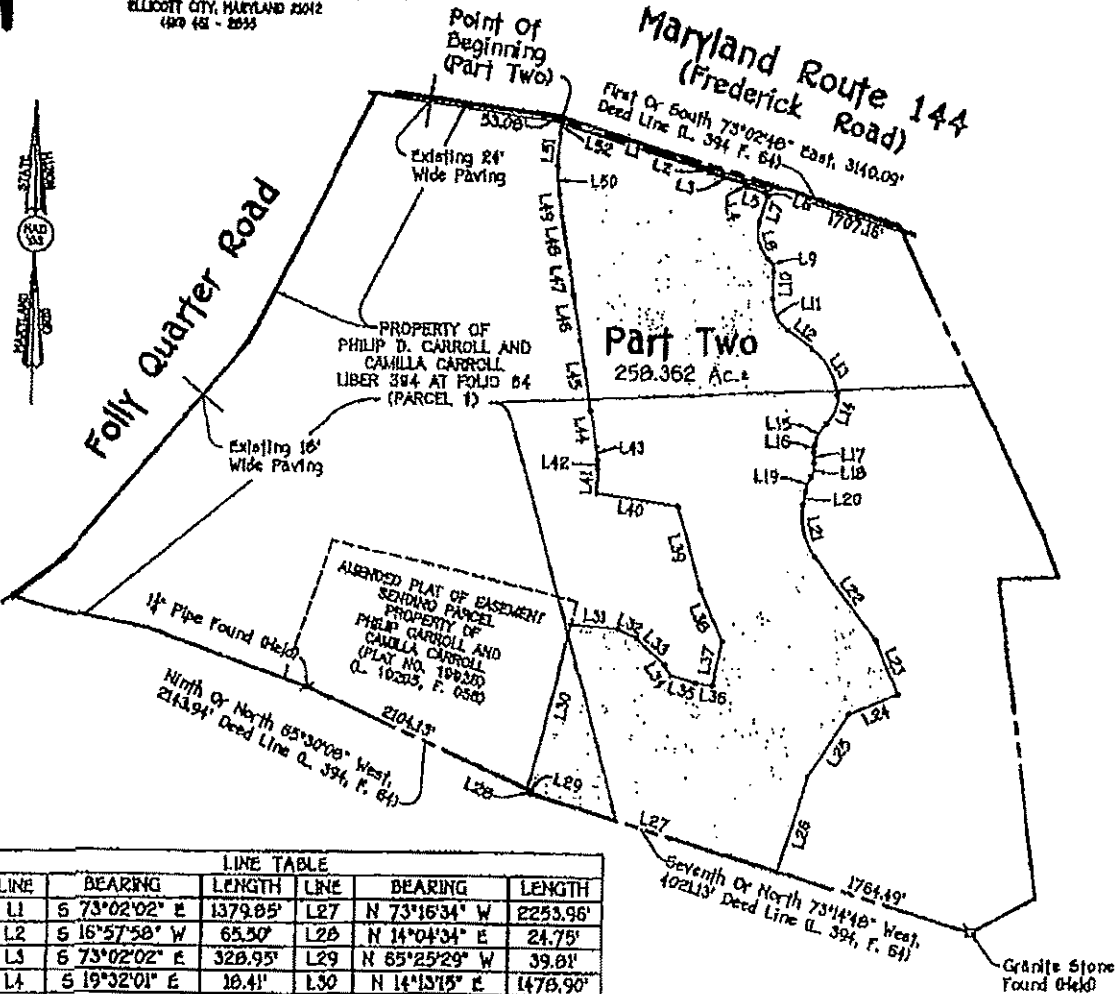
LINE TABLE		
LINE	BEARING	LENGTH
L1	S 82°54'20" E	189.50'
L2	N 17°12'53" W	32.08'
L3	S 82°35'58" E	1394.98'
L4	S 73°02'02" E	2.22'
L5	S 08°25'26" W	152.29'
L6	S 04°05'30" W	282.20'
L7	R=1301.42' L=253.27'	
L8	S 07°27'33" E	191.10'
L9	S 09°24'23" E	392.33'
L10	S 09°00'09" E	293.76'
L11	S 09°47'54" E	393.83'
L12	S 09°03'17" E	615.16'
L13	S 08°03'55" E	291.12'
L14	N 79°49'03" W	1832.40'
L15	S 19°08'23" W	1237.51'
L16	N 77°07'13" W	68.06'
L17	S 19°08'11" W	1248.08'
L18	N 70°10'26" W	1177.65'
L19	N 78°34'25" W	791.22'
L20	N 73°34'25" W	387.55'
L21	S 69°10'35" W	31.37'
L22	N 31°40'56" E	568.09'
L23	N 39°59'12" E	2458.50'
L24	N 26°28'43" E	2378.00'

**Exhibit To Accompany  
 A Description Of A 500.000 Acre  
 Agricultural Preservation Easement  
 (Part One Of Two))**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010  
 Sheet 1 Of 2

**FISHER, COLLINS & CARTER, INC.**  
 CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS

CENTENNIAL SQUARE OFFICE PARK - 10272 BALTHAZAR NATIONAL PIKE  
 ELICOTT CITY, MARYLAND 21042  
 (410) 481-8933



LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 73°02'02" E	1379.85'	L27	N 73°16'34" W	2253.96'
L2	S 16°57'58" W	65.50'	L28	N 14°04'34" E	24.75'
L3	S 73°02'02" E	328.95'	L29	N 85°25'29" W	39.81'
L4	S 19°32'01" E	18.41'	L30	N 14°13'18" E	1478.90'
L5	S 73°08'00" E	180.91'	L31	S 85°27'17" W	421.22'
L6	S 27°46'18" E	35.58'	L32	S 84°29'11" E	192.86'
L7	S 17°35'24" W	225.85'	L33	S 47°22'36" E	333.45'
L8	R=315.00'	L=316.71'	L34	S 27°48'03" E	102.62'
L9	R=150.00'	L=121.72'	L35	S 73°56'56" E	224.55'
L10	S 01°01'09" W	232.32'	L36	S 82°25'01" E	149.17'
L11	R=330.00'	L=312.10'	L37	N 12°14'25" E	389.04'
L12	S 53°10'07" E	259.20'	L38	N 23°29'52" W	478.60'
L13	R=595.00'	L=470.43'	L39	N 16°15'42" W	750.96'
L14	R=273.00'	L=283.12'	L40	N 81°30'55" W	730.33'
L15	R=285.00'	L=219.63'	L41	N 00°27'40" E	207.41'
L16	S 05°57'53" W	62.64'	L42	N 00°40'30" W	76.57'
L17	R=285.00'	L=89.85'	L43	N 06°06'01" W	117.35'
L18	R=170.00'	L=131.70'	L44	N 09°05'58" W	310.97'
L19	R=325.00'	L=136.14'	L45	N 09°03'18" W	615.62'
L20	S 09°17'14" W	113.42'	L46	N 09°47'54" W	393.78'
L21	R=580.00'	L=468.79'	L47	N 09°00'07" W	293.32'
L22	S 37°01'20" E	903.13'	L48	N 09°24'23" W	391.82'
L23	S 23°09'51" E	507.53'	L49	N 07°27'35" W	190.70'
L24	S 67°04'12" W	462.42'	L50	R=1251.42'	L=213.37'
L25	S 33°51'48" W	651.81'	L51	N 04°05'30" E	280.56'
L26	S 16°43'26" W	858.18'	L52	N 06°25'28" E	141.96'

**Exhibit To Accompany  
 A Description Of A 500.000 Acre  
 Agricultural Preservation Easement  
 (Part Two Of Two)**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 16, 2010  
 Sheet 2 Of 2

**Exhibit 10**

**Description of Core**

March 18, 2010

**DESCRIPTION OF A  
94.558 ACRE PARCEL  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND**

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described in the aforesaid Liber 394 at Folio 64; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

**BEGINNING FOR THE SAME** at a point on the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144), formerly known as the Baltimore to Frederick Turnpike Road, said point being on and a distance of 2.22 feet from the beginning of the First or South  $73^{\circ}02'48''$  East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on a portion of said First line of Liber 394 at

SHER,  
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ARTER,  
C.

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1 Baltimore National Pike  
11 City, Maryland 21042  
461-2885  
110) 760-3784

Folio 64 (Parcel 1) and the aforesaid Northern margin of Frederick Road (Maryland Route 144) the following course and distance:

- 1) South  $73^{\circ}02'02''$  East, 50.86 feet to a point thereon, said point being a distance of 3,087.01 feet from the end thereof; thence leaving the aforesaid First line of Liber 394 at Folio 64 (Parcel 1) and the aforesaid Northern margin of Frederick Road (Maryland Route 144) and running over, across and through the aforesaid Liber 394, Folio 64 the following twenty-two (22) courses and distances:
- 2) South  $06^{\circ}25'26''$  West, 141.96 feet to a point; thence
- 3) South  $04^{\circ}05'30''$  West, 280.56 feet to a point of curvature; thence
- 4) 243.37 feet along the arc of a curve to the left, having a radius of 1,251.42 feet, a central angle of  $11^{\circ}08'33''$  and subtended by a chord bearing and distance of South  $02^{\circ}55'27''$  East, 242.98 feet to a point of tangency; thence
- 5) South  $07^{\circ}27'35''$  East, 190.70 feet to a point; thence
- 6) South  $09^{\circ}24'23''$  East, 391.82 feet to a point; thence
- 7) South  $09^{\circ}00'07''$  East, 293.32 feet to a point; thence
- 8) South  $09^{\circ}47'54''$  East, 393.78 feet to a point; thence
- 9) South  $09^{\circ}03'18''$  East, 615.62 feet to a point; thence
- 10) South  $09^{\circ}05'56''$  East, 310.97 feet to a point; thence
- 11) South  $06^{\circ}06'01''$  East, 117.35 feet to a point; thence
- 12) South  $00^{\circ}40'30''$  East, 76.57 feet to a point; thence
- 13) South  $00^{\circ}27'40''$  West, 207.41 feet to a point; thence
- 14) South  $81^{\circ}30'55''$  East, 730.33 feet to a point; thence
- 15) South  $16^{\circ}15'45''$  East, 750.96 feet to a point; thence

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AND SURVEYORS

3rd Floor National Pike  
City, Maryland 21042  
81-2655  
0) 750-3784

- 16) South 23°29'52" East, 478.60 feet to a point; thence
- 17) South 12°14'25" West, 389.04 feet to a point; thence
- 18) North 82°25'01" West, 149.17 feet to a point; thence
- 19) North 73°56'56" West, 224.55 feet to a point; thence
- 20) North 27°46'03" West, 102.62 feet to a point; thence
- 21) North 47°22'36" West, 333.45 feet to a point; thence
- 22) North 64°29'11" West, 192.86 feet to a point; thence
- 23) North 85°27'17" West, 421.22 feet to a point on the easterly outline of a plat entitled "Amended Plat Of Basement, Sending Parcel, Property Of Philip Carroll and Camilla Carroll" and recorded among the Land Records of Howard County, Maryland as Plat No. 19928; thence running with and binding on the easterly and northerly outlines of said plat, the following three (3) courses and distances:
  - 24) North 14°13'15" East, 205.25 feet to a point; thence
  - 25) North 76°10'22" West, 1,044.43 feet to a point; thence
  - 26) North 77°07'13" West, 1,128.53 feet to a point at the northwesterly corner of the aforesaid Plat No. 19928; thence leaving the outline of said Plat No. 19928 and continuing to run over, across and through the aforesaid Liber 394, Folio 64, the following eleven (11) courses and distances:
    - 27) North 19°08'23" East, 1,237.51 feet to a point; thence
    - 28) South 79°49'03" East, 1,832.40 feet to a point; thence
    - 29) North 09°03'55" West, 291.12 feet to a point; thence
    - 30) North 09°03'18" West, 615.16 feet to a point; thence
    - 31) North 09°47'53" West, 393.83 feet to a point; thence

SHER,  
MILLINS

REGISTERED,  
D.

ENGINEERING CONSULTANTS  
AND SURVEYORS

Baltimore National Plaza  
1 City, Maryland 21042  
481-2855  
10) 760-3784



- 32) North 09°00'09" West, 293.76 feet to a point; thence
- 33) North 09°24'23" West, 392.33 feet to a point; thence
- 34) North 07°27'35" West, 191.10 feet to a point of curvature; thence
- 35) 253.27 feet along the arc of a curve to the right, having a radius of 1,301.42 feet, a central angle of 11°09'01" and subtended by a chord bearing and distance of North 02°54'01" West, 252.87 feet to a point of tangency; thence
- 36) North 04°05'30" East, 282.20 feet to a point; thence
- 37) North 06°25'26" East, 152.29 feet to the point of beginning; containing 94.558 acres of land, more or less.

**SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, or proposed, which may apply.

This description was prepared without the benefit of a Title Report.

SHER,  
MILLINS

ARTER,  
C.

ENGINEERING CONSULTANTS  
AND SURVEYORS

2 Baltimore National Pike  
Bethesda, Maryland 20812  
461-2655  
(301) 750-3784

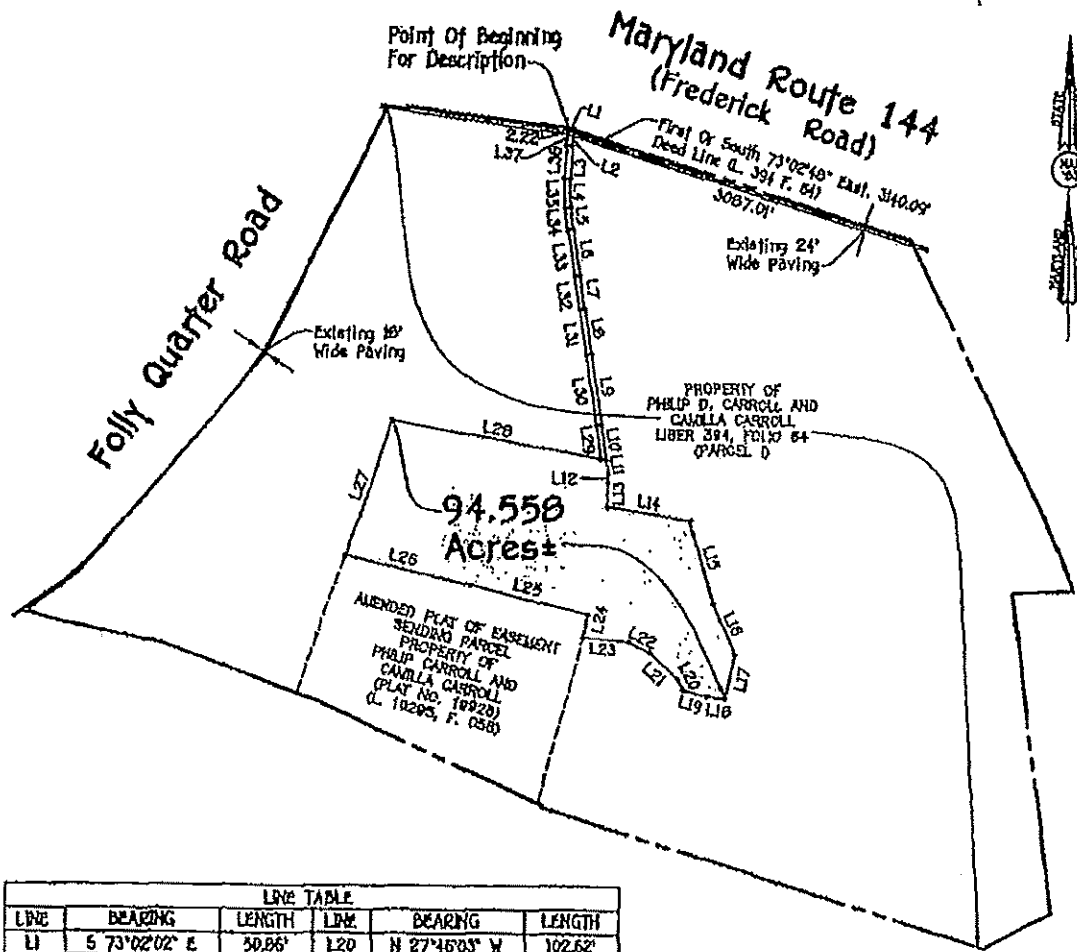


Prepared By DBS

Checked By JAK

WO #05022-3002

**FISHER, COLLINS & GARTER, INC.**  
 CIVIL ENGINEERING, CONSULTANTS & LAND SURVEYORS  
 CENTENNIAL SQUARE OFFICE PARK - 10276 BALTHAZAR NATIONAL PIKE  
 BELLSOUTH CITY, MARYLAND 20842  
 (410) 481 - 2022



LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 73°02'02" E	30.86'	L20	N 27°46'03" W	102.62'
L2	S 08°25'26" W	141.96'	L21	N 47°22'36" W	333.45'
L3	S 04°05'30" W	280.56'	L22	N 64°29'11" W	192.86'
L4	S 125°42'	1243.37'	L23	N 03°27'17" W	421.22'
L5	S 07°27'35" E	390.70'	L24	N 14°39'15" E	205.23'
L6	S 09°24'23" E	391.82'	L25	N 76°10'22" W	1044.43'
L7	S 09°00'07" E	293.32'	L26	N 77°07'13" W	1128.53'
L8	S 09°47'34" E	393.78'	L27	N 19°08'23" E	1237.51'
L9	S 09°03'18" E	615.62'	L28	S 79°49'03" E	1832.40'
L10	S 09°09'56" E	310.97'	L29	N 09°03'55" W	291.12'
L11	S 06°08'01" E	47.35'	L30	N 09°03'18" W	615.16'
L12	S 00°40'30" E	76.57'	L31	N 09°47'53" W	393.83'
L13	S 00°27'40" W	207.41'	L32	N 09°00'09" W	293.76'
L14	S 01°30'53" E	730.33'	L33	N 09°24'23" W	392.33'
L15	S 16°15'45" E	750.96'	L34	N 07°27'35" W	191.10'
L16	S 23°29'52" E	476.60'	L35	R=130.42'	L=253.27'
L17	S 12°14'25" W	389.04'	L36	N 04°05'30" E	202.20'
L18	N 02°25'01" W	149.17'	L37	N 06°25'26" E	152.29'
L19	N 73°56'56" W	224.55'			

**Exhibit To Accompany  
 Description Of A  
 94.558+ Acre Parcel**

Part Of The Property Of  
 Phillip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010

I:\2005\05022\dwg\05022-3001 Parcel 4 Exhibit.dwg, 3/18/2010 9:54:00 AM, dstreet, 1-1

Amendment 1 to Council Resolution No. 103-2010

BY: Chairperson at the request  
of the County Executive and  
co-sponsored by Courtney Watson,  
Calvin Ball, Greg Fox, Mary Kay Sigaty  
and Jennifer Terrasa

Legislative Day No. 9  
Date: July 29, 2010

Amendment No. 1

*(The amendment:*

- 1. Corrects a tax map reference;*
- 2. Inserts the date of the public hearing before the County Council;*
- 3. Inserts the date of Council approval;*
- 4. Inserts the Resolution number;*
- 5. Corrects a reference to the date of the Commitment Letter;*
- 6. Substitutes the word "Property" for the word "Site" in certain instances;*
- 7. Corrects certain language related to amendments; and*
- 8. Makes other similar technical corrections.)*

- 1 Strike "25" and substitute "23" in the following instances:
- 2 1. In the Resolution, on page 1 in line 18;
- 3 2. In the Development Rights and Responsibilities Agreement (the "DRRA"),
- 4 attached to the Resolution as Exhibit A:
- 5 a. On page 1 in Recital number 4; and
- 6 b. On page 4 in the definition of "Property";
- 7 3. In the Option Agreement, attached to the DRRA as Exhibit 7, on page 1 in the
- 8 first sentence of Recital number 1;
- 9 4. In the Complaint for Specific Performance, attached to the Option Agreement as
- 10 Exhibit C, on page 2 in number 4 under "Parties"; and
- 11 5. In the Consent Decree for Specific Performance, attached to the Option
- 12 Agreement as Exhibit D, on page 1 in item number 1.

13

14 In the DRRA, attached to the Resolution as Exhibit A:

- 15 1. On page 2, in item number 11:

ADOPTED July 29, 2010

FAILED \_\_\_\_\_

SIGNATURE Stephen W. Yendre

- 16 a. In the first blank, insert "July 19,";
- 17 b. In the second blank, insert "July 29, 2010"; and
- 18 c. In the third blank, insert "No. 103-2010";
- 19 2. On page 3, in the definition of "Commitment Letter", strike "April 14" and
- 20 substitute "May 18";
- 21 3. On page 11, in Section 6.1, in the second sentence, strike "agrees" and substitute
- 22 "agree";
- 23 4. On page 14, in Section 9.2, strike "8.5" and substitute "8.4";
- 24 5. On page 15, in Section 9.4, in the first sentence, strike "terminate" and substitute
- 25 "amend";
- 26 6. On page 15, in Section 9.4, strike the last sentence and substitute: "Unless the
- 27 Planning Board determines that the proposed amendment is consistent with the
- 28 Howard County General Plan, the Parties may not amend this Agreement."; and
- 29 7. Strike "Site" and substitute "Property" in the following instances:
- 30 a. On page 11:
- 31 i. In the first sentence of Section 6.1;
- 32 ii. In Section 6.1B; and
- 33 iii. In Section 6.1C; and
- 34 b. On page 14, in the first sentence of Section 9.2A;
- 35 c. On page 16, in Section 9.6(2); and
- 36 d. On page 17, in Section 9.15.
- 37

Amendment 2 to Council Resolution No. 103-2010

By: Courtney Watson and Greg Fox

Legislative Day 9

Date: July 29, 2010

Amendment 2

*(This amendment would add a provision to the DRRA requiring the Carrolls to record a perpetual covenant at a specified time to permit only the construction of 325 single-family detached dwelling units on the Site, and would require that the covenant to prevent further subdivision of the "Core" be recorded within a specified period of time.)*

1 In the Developer Rights and Responsibilities Agreement attached to the Resolution as Exhibit A,  
2 make the following changes:

3

4 On page 5, in Section 2.3A, after "Regulations." insert the following:

5 "THE CARROLLS SHALL EXECUTE AND RECORD IN THE LAND RECORDS OF HOWARD COUNTY  
6 A PERPETUAL COVENANT TO PROHIBIT THE CONSTRUCTION OF SINGLE-FAMILY ATTACHED  
7 DWELLING UNITS OR APARTMENT UNITS ON THE SITE, AND TO PROHIBIT THE CONSTRUCTION  
8 OF MORE THAN 325 SINGLE-FAMILY DETACHED UNITS ON THE SITE. THIS COVENANT SHALL  
9 BE MADE BETWEEN THE CARROLLS AND EITHER HOWARD COUNTY, A HOMEOWNER'S  
10 ASSOCIATION OF THE SITE, OR OTHER COMMUNITY ASSOCIATION, AT THE DISCRETION OF  
11 HOWARD COUNTY, WITHIN 90 DAYS AFTER HOWARD COUNTY EXERCISES THE OPTION  
12 UNDER SECTION 1.2 OF THE OPTION AGREEMENT, UNLESS SUCH PERIOD IS EXTENDED BY  
13 HOWARD COUNTY."

14

15 On page 9, in Section 4.2, in the next to last line, after "covenant." insert the following:

16 "THIS COVENANT SHALL BE MADE WITHIN 90 DAYS AFTER HOWARD COUNTY'S EXERCISE OF  
17 THE OPTION UNDER SECTION 1.2 OF THE OPTION AGREEMENT, UNLESS SUCH PERIOD IS  
18 EXTENDED BY HOWARD COUNTY."

19

ADOPTED July 29, 2010  
FAILED \_\_\_\_\_  
SIGNATURE Stephen M. Anderson

Amendment 3 to Council Resolution No. 103-2010

BY: Greg Fox

Co-sponsored by Courtney Watson

Legislative Day No: 9

Date: July 29, 2010

Amendment No. 3

*(This amendment would clarify the intent of Section 2.4 of the DRRA that the Carrolls are required to completely comply with APFO requirements in the development of the Site.)*

- 1 In the Developer Rights and Responsibilities Agreement attached to the Resolution as Exhibit
- 2 A, make the following changes:
- 3
- 4 On page 5, in Section 2.4, strike "Project." and substitute "PROJECT, FOR ALL ASPECTS OF THE
- 5 DEVELOPMENT OF THE SITE, IN ALL OF ITS PHASES, FOR ALL APFO TESTS."

ADOPTED July 29, 2010  
FAILED \_\_\_\_\_  
SIGNATURE Stephen M. Ferrante

Amendment to 4  
Council Resolution No. 103-2010

BY: Courtney Watson

Legislative Day No: 9  
Date: July 29, 2010

Amendment 4

*(This amendment makes technical corrections to section 3.1B2. of the DRRRA.)*

- 1 On page 7 of Exhibit A, delete after the word "Lot" through "other", insert "to an entity  
2 or"; after "identified by" insert "Howard County" and strike "the CRLCA".

ADOPTED July 29, 2010  
FAILED \_\_\_\_\_  
SIGNATURE Stephanie L. Herd

PHILIP AND CAMILLA CARROLL – PRESUBMISSION COMMUNITY MEETING  
(Howard County Code Sec. 16.128(b))  
3500 Manor Lane, Ellicott City, Maryland 21042  
Tax Map 23, Grid 10, Parcel 71  
Approx. 655.498 AC±

REPORT OF COMMUNITY INPUT MEETING  
HELD AT 6 P.M. ON TUESDAY, MAY 23, 2019 AT  
MILLER BRANCH LIBRARY,  
9421 FREDERICK ROAD, ELLICOTT CITY, MARYLAND 21042

The following people were in attendance at that meeting:

Sang W. Oh (*attorney*), Joseph Rutter (*consultant*), Jeremy Rutter (*consultant*).

After a brief presentation by Petitioner of its request for a 5 year extension of the DRRA pertaining to Doughoregan/Westmount, the following questions and answers were provided:

- 1) I called Justin Tyler, planner of the day, at DPZ and he told me that there will be 800 new units? *This is false. 325 total units. Nothing is changing in the DRRA other than the term.*
- 2) What about the land that is to be donated to Kiwanis Wallis Park? *Done*
- 3) Why doesn't HCYP know about the donation? *The donation was to recreation and parks, but HCYP should know.*
- 4) Will the representatives for the property owners please identify themselves?
- 5) So the letter that some neighbors received referenced 655.49 acres. That doesn't match up to any of the acreages referenced in the DRRA. Can you explain? *The acreages under the DRRA was explained.*
- 6) Does your map show Manor Lane? *No.*
- 7) Will Manor Lane be used to divert traffic to Rt. 144? *No.*
- 8) The DRRA provides that all access including emergency must be approved. Has that been done? *Yes.*
- 9) Don't there need to be two access points? *No. The ingress/egress to Westmount was approved with a dual lane*
- 10) Have you done a traffic study? What are the numbers? *This is not the forum to talk about that.*
- 11) Do the Carrolls have any intention to build more houses after these remaining homes will be constructed? *No except the fact that the Carrolls have 10 residual development rights.*
- 12) Can you explain the status of the construction of the phases? *The plans that have been submitted and approved for the project were explained.*
- 13) Once you have the approval for the final phases, can you still modify the plan? *Unlikely.*
- 14) I just want to be clear that this is just a reaffirmation of the original plan with no changes other than the term? *Correct*



- 15) Are there going to be any traffic changes made to the intersection of Kiwanis Park? *No.*
- 16) So you need another 5 years? *Yes*
- 17) When will the last house be built? *In about 5 years*
- 18) All single family homes? *Yes*
- 19) How many kids per home? *Difficult to predict.*
- 20) Are all the kids going to be redistricted to the same school? *That is a Board of Education issue.*
- 21) What are the schools that districted to attend? *Discussed*
- 22) Will you strictly adhere to the terms of the DRRA in so far as your accessing Burnside Drive for construction? *Yes, we will.*
- 23) I'm disappointed that we don't have a powerpoint. *The purpose of this meeting is about a DRRA. If you leave your email, we will provide you with a pdf of the exhibit that we have been showing.*
- 24) What are the Carrolls doing for us? *The terms of the DRRA contain all of the terms.*
- 25) Would the Carrolls allow public access to the Doughoregan? *No.*
- 26) Is this going to be a rubber stamp for the County Council? *A discussion ensued about the DRRA process.*
- 27) What are the implications if the DRRA is not extended? *Difficult to say. We would have to really examine the consequences.*
- 28) If you don't get the extension, then does the whole thing get renegotiated? *Unknown*
- 29) The challenge is that during the past 10 years, our schools have gotten increasingly crowded. We ask you to put your thinking caps on to come up with solutions or we'll keep showing up. You have the ability to solve this. You have the deep pockets to solve this. *Do not agree.*
- 30) Would this be a taking to reduce the number form 325? *Difficult to say.*
- 31) All of the school tests have been passed? *Yes*
- 32) Are you going to inform your buyers that schools are over-crowded and that there is no room for the new kids? *No. We passed the schools test and no phase of this development has had to wait 5 years for APFO. We're talking about 200 units over the next 6 years.*
- 33) I personally don't have a problem with the Carroll family or the extension, but I am opposed to the amount of development that the County allows.
- 34) We don't have the money to buy the Turf Valley ES and have no money to build the school.
- 35) Can the 500 acres that the County purchased an easement on be rezoned? *It can, but it can't be developed.*
- 36) I'd like to ask about some legal aspects of the DRRA. What is the purpose of the 176 pages in the exhibits? *Title Report.* What is Exhibit 4? *Title Opinion* What is the purpose and why was it necessary to include all the State and probate records to show who owned what? *Just to be inclusive with information.* What is the purpose and why was it necessary to include ROW and easement? What is the purpose and why was it necessary to include language in Article 6, subsection C for the exception?

- 37) When are you going to submit the application? *We have already filed the application. It is likely to go before the County Council not before September 2019. CORRECTION: THE APPLICATION HAS NOT YET BEEN FILED. LIKELY TO BE FILED IN THE NEAR FUTURE. WE STILL ANTICIPATE THAT THE DRRRA WILL BE CONSIDERED BY THE COUNTY COUNCIL THIS FALL OR WINTER.*
- 38) Is there anyone from the County here? How will the County receive a summary of the comments/questions from this meeting? *We will do our best to summarize, but if you have any additions/corrections, please forward to me.*
- 39) You said you will not connect with Burnside Drive. Did you say that you could connect to Chateau Ridge? *With the DRRRA, we cannot.*
- 40) What rights and responsibilities remain to be completed? *Believe most of the responsibilities have been performed.*
- 41) Does phase 4 have to be completed by 2020?
- 42) And no other terms are being changed? *That's right.*
- 43) How do we get a copy of the traffic report? *It should be in the County's file.*
- 44) Fire truck access plans have been approved by the County and State? *Yes*
- 45) Will you send a copy of the plan when you send the minutes? *Sure*
- 46) This meeting is done in accordance with the presubmission meeting rules. A reference is in error. What rules are you using? *Trying to fulfill the intent of those rules.*
- 47) So what happens to our comments? *It will go to the administration and the County Council.*
- 48) The studies are just archaic. 10 years ago. *Traffic tests compound traffic over a number of years.*
- 49) To summarize: extend 5 years; no access to Burnside; nothing purchased on Chateau Ridge to create a new access? *Correct*
- 50) Since nothing is being changed, why do we have to have this meeting? *We're following the law.*
- 51) When did you realize you would need an extension? *Last year.*
- 52) What is the financial impact to the Carrolls if the next phases don't happen? *No answer*
- 53) Will you re-do the traffic because there have been a couple of serious accidents.
- 54) People will want to cut through Chateau Ridge via Centennial to avoid Rt. 29.
- 55) This process is strange because although you're not seeking to change any of the real terms of the DRRRA, why do we still have to have this meeting?
- 56) So we can open a whole can of worms if we want to?
- 57) The development rights are held by the County? *No. County cannot sell these units.*

The meeting concluded at approximately 7:10 p.m.



HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING  
3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2350  
Voice/Relay

Amy Gowan, Director

FAX 410-313-3467

## TECHNICAL STAFF REPORT

June 18, 2020

*Planning Board Meeting of July 2, 2020  
County Council Hearing to be scheduled*

Case No./Petitioner: At the request of Camilla Carroll and Philip D. Carroll

Request: Petition to enter into a First Amendment to the Doughoregan Development Rights and Responsibilities Agreement (DRRA) to extend the term by a period of five (5) years. Advisory determination by the Howard County Planning Board regarding General Plan, *PlanHoward2030*, consistency for the amending previously executed agreements pursuant to Section 16.1701(b)(2) of the Howard County Code and Md. Land Use Code Ann. § 7-305.

Location: Portion of Historic Doughoregan Manor at 3500 Manor Lane  
Ellicott City, Howard County, Maryland  
Tax Map 23, Grid 10, Originally Part of Parcel 71

Area of Site: 892 +/- ac

Existing Zoning: R-ED: Residential Environmental Development

Proposed Zoning: N/A

### I. BACKGROUND

The Petitioners desire to extend the terms of the Development Rights and Responsibilities Agreement between the County and Camilla and Philip Carroll for a portion of the Historic Doughoregan Manor property at 3500 Manor Lane (See Doughoregan DRRA as Attachment A) by a period of five (5) years. The Petitioners and have submitted a First Amendment (Attachment B) requesting an extension to the original DRRA, which was signed and executed on September 23, 2010. This purpose of the amendment is to extend the term of the current DRRA by a period of five years to September 23, 2025. No other changes are proposed to be made to the current DRRA.

Doughoregan Manor was the country home of Charles Carroll III of Carrollton, a signer of the Declaration of Independence for Maryland. Charles Carroll, planter, landowner, politician and US Senator, was the only Roman Catholic signer of the Declaration and its last surviving signer. Charles Carroll III is buried in the family chapel attached to the north end of the Manor. Doughoregan Manor is the only home of a signer of the Declaration of Independence that is still in family ownership.

## DRRA Legislative Process

- CB 9-2010: Adopted April 5, 2010  
General Plan 2000 amended to adjust the Planned Service Area boundary for water and sewer service to include 221.1 acres of the Doughoregan property. (see Technical Staff Report – Attachment C)
- Land Preservation Commitment Letter: May 18, 2010  
Signed a commitment letter for the sale and purchase of development rights under the Agricultural Land Preservation Program (ALPP) for 500 acres of the Doughoregan property.
- Planning Board DRRA Recommendation: June 17, 2010  
Determined the DRRA was consistent with the General Plan. (see Technical Staff Report- Attachment D)
- CB 32-2010: Adopted July 6, 2010  
Authorized an Installment Purchase Agreement (IPA) to acquire a permanent Agricultural Land Preservation Easement on 500 acres of the Doughoregan property.
- CR 103-2010: Adopted July 29, 2010  
Authorization to execute a DRRA.
- ZB 1087M: D&O Sept. 13, 2010  
Authorized an amendment to the zoning map reclassifying 221.1 acres of the Doughoregan property from RC-DEO to R-ED.
- Signed DRRA: Executed Sept. 23, 2010

## II. PROPOSAL

The Petitioner proposes to amend the Doughoregan DRRA, which expires on September 23, 2020 for an additional 5 years. This extension allows the current agreement to remain in place while the Petitioner completes the final phase of development. The extension does not grant any development rights, as the development can proceed regardless of an amended DRRA. The extension allows the terms of the agreement to apply during final development stages, one such term is a prohibition on connecting to Burnside Drive.

Pursuant to Section 16.1701 Procedures (b)(2) of the Howard County Code " An amendment to an agreement may be executed by the County Executive only after: ... (1) A pre-submission community meeting conducted using the same procedures established in subsections 16.128(b)—(f) of the Subdivision and Land Development Regulations... and (2) a public meeting before the Planning Board and an advisory determination by the Planning Board that the proposed amendment to the agreement is consistent with the plan."

A Presubmission Community Meeting on this Petition was held on May 23, 2019 according to Section 16.128 of the Howard County Code.

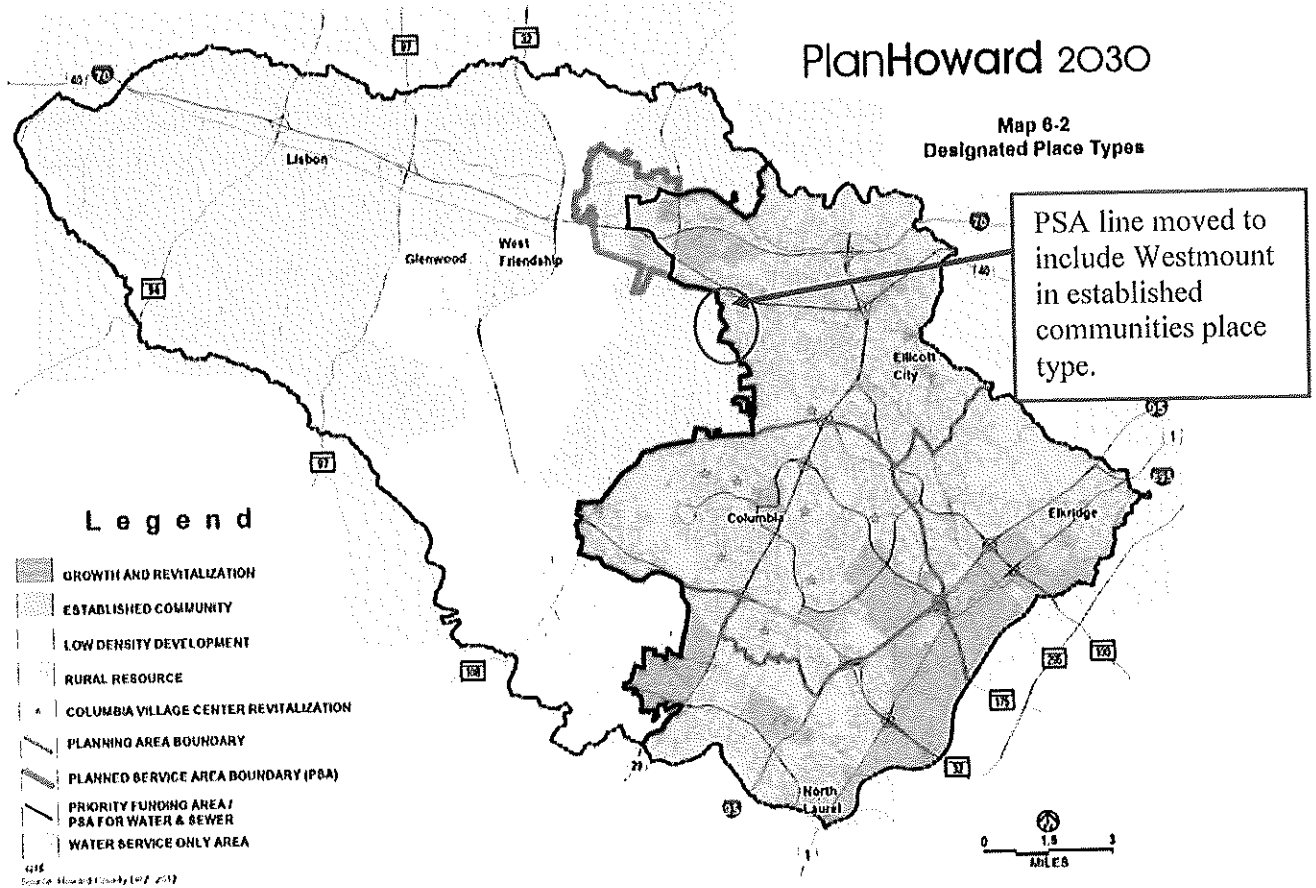
## III. EVALUATION

The Technical Staff Report for the Planning Board advisory recommendation on the original DRRA (Attachment D) dated June 3, 2010 provided the following evaluation,

*"The proposed Development Rights and Responsibilities Agreement commits the parties to the multi-part strategy for the subject property. GPA 2010-1 and ZB 1087M, which are the only two items subject to the Planning Board's review were both recommended for approval by the Planning Board on February 18, 2010. At that time, the Planning Board found GPA 2010-1 to*

be consistent with General Plan 2000. The County Council concurred in adopting CB 9-2010 to amend the PSA boundary as shown in Exhibit B. Accordingly, the DRRA which includes this PSA boundary amendment is consistent with General Plan 2000."

The DRRA was determined to be consistent with the 2000 General Plan, and those determinations carried over to *PlanHoward 2030*, as the portion of the property to be developed (known as Westmount Subdivision) was included in the PSA and the land use and place type designations did not change. Extending this DRRA remains consistent with the County's General Plan Place Type Map shown below.



Additionally, it also comports with the following *PlanHoward 2030* policies:

#### Chapter 4: Resource Conservation

Policy 4.1 – Promote additional agricultural preservation opportunities.

- b. Other Preservation Options. Promote other preservation options such as the dedication of easements to the County through the subdivision process, the purchase of easements by the MALPF program, and the donation of easements to nonprofit land trusts.

Policy 4.10 – Expand on existing programs to enhance historic preservation and create an historic preservation plan.

#### Chapter 6: Growth

Policy 6.1- Maintain adequate facilities and services to accommodate growth.

- a. Limit Planned Service Area Expansion. Zoning requirements for approved PSA expansion should include a development proposal that is consistent with the General Plan and established a transition that is compatible with and enhances surrounding communities and provides an environmental benefit.

Policy 6.2 – Ensure that the County’s needs for land for government facilities and land preservation are met in light of competing needs for housing and economic development.

**Chapter 8: Public Facilities and Services**

Policy 8.12 – Expand the County park system and recreational facilities.

**Chapter 10: Community Design**

Policy 10.1 - Protect and enhance established communities through compatible infill, sustainability improvements, and strategic public investments.

**III. RECOMMENDATION**

The Department of Planning and Zoning recommends a finding of General Plan consistency between the proposed amended Development Rights and Responsibilities Agreement and *PlanHoward 2030*.

DocuSigned by:

*Amy Gowan*

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Amy Gowan, Director

6/18/2020

Date

000281

DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT

THIS DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this "Agreement"), made as of the 23rd day of September 2010, by and between CAMILLA CARROLL and PHILIP D. CARROLL, individuals, (collectively referred to as the "Carrolls") and HOWARD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland ("Howard County"). The Carrolls and Howard County are hereinafter referred to collectively as the "Parties".

TOP END SURGE \$	20.00
RECORDING FEE	70.00
TOTAL	90.00
REST HUBB	RCPT \$ 400.00
NRK CGH BLK \$ 3000	
	01 20 10 PM

RECITALS

1. Maryland law, Article 66B, § 13.01 of the Maryland Annotated Code ("Article 66B"), grants Howard County the authority to establish procedures and requirements for the consideration and execution of Development Rights and Responsibilities Agreements.

2. Howard County Council adopted Council Bill No. 4-2010 on March 1, 2010, effective May 4, 2010, creating Sections 16.1700 et seq. of the Howard County Code authorizing Howard County to enter into Development Rights and Responsibilities Agreements ("County Ordinance").

3. This Agreement is intended to constitute a Development Rights and Responsibilities Agreement as provided for in Article 66B and the County Ordinance.

4. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map No. 23, Parcel 71 consisting of 892.6 AC ± as shown and described on the attached EXHIBIT 1 hereto and made part hereof ("Doughoregan" or "Property").

5. The Carrolls intend to develop a 221.1 AC ± portion of Doughoregan as depicted on the attached EXHIBIT 2 (the "Site") with not more than 325 single family detached residential dwelling units substantially in the manner as set forth in EXHIBIT 2 (the "Project"). A legal description of the Site is attached hereto as EXHIBIT 3.

6. The names of all parties having an equitable or legal interest in Doughoregan, including lien holders, are set forth in the title opinion letter, attached hereto as EXHIBIT 4, and made a part hereof.

7. On or about March 19, 2010, the Carrolls petitioned Howard County to enter into this Agreement.

8. On or about April 1, 2010, Howard County reviewed this petition and determined to accept this petition and initiate the process of considering a Development

270  
7/5  
EX

MCC

Rights and Responsibilities Agreement.

9. This Agreement was negotiated between the Carrolls and the Howard County Executive.

10. This Agreement was referred to the Howard County Planning Board for determination of whether this Agreement is consistent with the 2000 General Plan as amended. At a public meeting held on June 17, 2010, the Howard County Planning Board determined that this Agreement was consistent with the General Plan. The determination by the Howard County Planning Board is attached hereto as **EXHIBIT 5**.

11. On July 19, 2010, the Howard County Council held a duly advertised public hearing on this Agreement in accordance with Howard County law, and approved this Agreement on July 29, 2010 by Council Resolution No. 103-2010.

12. Any other agreements between the Carrolls and Howard County, including a signed commitment letter dated May 18, 2010 for the sale of the development rights to 500 acres of the Property under the Howard County Agricultural Land Preservation Program (the "Commitment Letter"), a copy of which is attached hereto as **EXHIBIT 6**, an Option Agreement for Agricultural Preservation Easement for the portion of the Property in the Commitment Letter (the "Option Agreement"), a copy of which is attached hereto as **EXHIBIT 7**, remains in full force and effect and is 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, the Carrolls and Howard County hereby agree as follows:

ARTICLE I  
DEFINITIONS

1.1 Definitions. Unless otherwise defined in this Agreement, the following words, when used in this Agreement, shall have the following meanings:

A. "Agreement" means this Development Rights and Responsibilities Agreement.

B. "APFO Approval" means approval by Howard County Department of Planning and Zoning of applicable Adequate Public Facilities Ordinance tests for the Project or any portion thereof in accordance with the provisions of Section



16.1100 *et seq.* of the Howard County Code.

C. "Howard County" means Howard County, Maryland, a body corporate and politic.

D. "Carrolls" means Camilla Carroll and/or Phillip D. Carroll and/or their respective agents, purchaser(s), heir(s), assignee(s) or successor(s) in interest.

E. "Commitment Letter" means the executed letter dated May 18, 2010 for the Carrolls' sale of the development rights on 500 acres of the Property in Howard County pursuant to the Agricultural Preservation Act. Upon the execution of this Agreement and the Option Agreement, notwithstanding paragraph 10 of the Commitment Letter, the obligations of the Parties shall be governed by this Agreement and the Option Agreement and binding subject to the provisions of these agreements.

F. "County Code" or "Howard County Code" means the Code of Howard County, Maryland and any other laws of Howard County including its regulations, resolutions, the Howard County Design Manual, master plan(s), design criteria or any other provision having the force and effect of law which are in effect on the Effective Date of this Agreement.

G. "County Ordinance" means Howard County Council Bill No. 4-2010 creating Sections 16.1700 *et seq.* of the Howard County Code and authorizing Development Rights and Responsibilities Agreements.

H. "Development Approval" means that final governmental approval of Subdivision Plat(s), Site Development Plans, Adequate Public Facilities Ordinance ("APFO") requirements, sewer and/or water approvals, as applicable, has been obtained for the Project or each respective portion and phase of the Project, and that all conditions of said approval have been satisfied with all applicable appeal period(s) having expired without the filing of any appeal, or, if an appeal(s) was filed, a final unappealable decision.

I. "DPZ" means the Howard County Department of Planning and Zoning.

J. "Effective Date of this Agreement" means the date the last party executes this Agreement.

K. "Improvements" means those improvements to be made to roads, sewer, water, storm water, and other facilities necessary to service the Project.

L. "Land Records" means the land records of Howard County,

Maryland.

M. "Parkland" means the parcel which shall contain a total of thirty-six (36) acres of land, more or less, be adjacent to Kiwanis-Wallis Park and shall substantially conform to the area indicated on EXHIBIT 2, and shall be conveyed to the County by the Carrolls as set forth in Section 3.4 hereof.

N. "Phase" means any portion of the Project that has received Development Approval.

O. "Planning Board" means the Planning Board for Howard County Maryland.

P. "Property" means the Carroll's fee simple real property in Howard County, Maryland, shown on Howard County Tax Map No. 23 as Parcel 71 consisting of 892.6 AC ± as shown and described on the attached EXHIBIT 1 hereto and made part hereof.

Q. "Site" means the 221.1 AC ± portion of the Property as depicted on the attached EXHIBIT 2 (the "Site") which shall be developed with not more than 325 single family detached residential dwelling units substantially in the manner as set forth in EXHIBIT 2 (the "Project"). A legal description of the Site is attached hereto as EXHIBIT 3.

R. "Subdivision Plat" means a final plat(s) of subdivision for the Project or any phase or portion thereof, prepared in accordance with the County Code and approved by DPZ and/or the Planning Board.

S. "Subdivision Regulations" means the Title 16, Subtitle 1 of the Howard County Code in effect on the Effective Date of this Agreement.

T. "Zoning Regulations" or "HCZR" means the Howard County Zoning Regulations in effect on the Effective Date of this Agreement.

ARTICLE II

ZONING, LIMITATIONS, PLAN APPROVALS AND PLAN CONSISTENCY

2.1 Zoning and Plan Designations. The Site is zoned R-BD on the Howard County Zoning Map. The Site is a) located within the Planned Service Area for Water and Sewer as contained in the 2000 General Plan, as amended; and (b) designated as

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0251, MSA\_CE53\_12713, Date available 10/01/2010. Printed 06/04/2020.

"Residential Areas" on Map 7-1 of the General Plan Policies Map 2000-2020, as amended. In the event that the zoning for the Site is no longer R-ED (or the subsequent equivalent of such zoning classification) or the Site is no longer within the Planned Service Area for Water and Sewer as contained in the 2000 General Plan or any subsequent Howard County General Plan, the obligations and responsibilities of the Parties in this Agreement shall terminate without further action.

2.2 Developable Area. The physical area of the Site that is available for development consists of those areas that are generally shown on the concept plan attached hereto as EXHIBIT 2. With the exception of the area of land described in the provisions of Section 3.4 below, the developable areas are intended to encompass all of the land areas of the Site which are not precluded from development by the Subdivision Regulations. The Parties acknowledge that the exact size, shape and configuration of one or more of these areas may be adjusted from the area shown on EXHIBIT 2 based on final surveying, engineering, and design of the Project. Except as provided in Section 8.1C of this Agreement, this developable area may not be expanded, reduced, limited or otherwise altered by any legislative, executive or quasi-judicial action of Howard County including, but not limited to, 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), which would result in a reduction of the developable areas of the Site.

2.3 Development Limitations. The permissible uses on the Site shall be limited to single-family detached housing units and uses accessory thereto under Section 107 of the Zoning Regulations. The development requirements of the Project, such as setbacks, lot area, building height, open space, lighting, and parking, will be subject to the provisions and limitations as set forth in the Zoning Regulations and other applicable provisions of the County Code.

A. The total density of residential development on the Site shall not exceed three hundred twenty-five (325) single-family detached dwelling units as defined in the Zoning Regulations. The Carrolls shall execute and record in the land records of Howard County a perpetual covenant to prohibit the construction of single-family attached dwelling units or apartment units on the site, and to prohibit the construction of more than 325 single-family detached units on the site. This covenant shall be made between the Carrolls and either Howard County, a homeowner's association of the site, or other community association, at the discretion of Howard County, within 90 days after Howard County exercises the option under Section 1.2 of the Option Agreement, unless such period is extended by Howard County.

B. The design of the Site, including the lots, roads and open spaces indicated thereon, shall substantially conform to the concept plan attached hereto as EXHIBIT 2.

2.4 APFO Approval. The Carrolls shall be required to obtain APFO Approval for the Project, for all aspects of the development of the Site, in all of its phases, for all APFO tests.

2.5 Other Development Approvals and Permits. All sections of the Project shall be required to obtain all applicable Development Approvals and all other applicable requirements of the County Code for land development, including but not limited to site improvement plans (for water, sanitary sewer, storm water management and storm drainage and sediment and erosion control improvements), forest conservation requirements, Subdivision Plat(s) including any required dedications of land consistent with the County Code, building permits, and occupancy permits. The Project shall also be required to obtain all applicable Maryland or federal approval(s) and permits.

2.6 Regulation and Master Plan Consistency. Howard County has determined that the Project and this Agreement are consistent with the Howard County General Plan. The Planning Board has determined that this Agreement is consistent with the Howard County General Plan.

2.7 Public Health, Safety and Welfare. Howard County has determined that development of the Project in accordance with the Zoning Regulations and County Code and the terms and provisions of this Agreement will ensure that the public health, safety and welfare of the citizens of Howard County are protected.

### ARTICLE III

#### ROAD IMPROVEMENTS, SEWER IMPROVEMENTS, WATER IMPROVEMENTS AND OTHER COMMUNITY AMENITIES

##### 3.1 Road Improvements.

A. APFO Required Road Improvements. The Carrolls shall be required, as a condition of APFO Approval, to make or contribute funds towards certain road improvements to serve the Project, and to convey any rights-of-way needed for the construction of the road improvements as required by APFO.

B. Road Connection to Burnside Drive. The Carrolls agree not to construct any roads that would connect the Site or any portion thereof to Burnside Drive. Furthermore, Howard County agrees to honor Howard County Council Resolution 43-1989's termination of Burnside Drive and, therefore, not require the connection of the Site to Burnside. Howard County shall, furthermore, neither exercise nor threaten to exercise its power of eminent domain so as to connect Burnside Drive to the Site

1. In the event that some other governmental or regulatory agency would require an easement or other accommodation in order to facilitate emergency vehicle access to the Site, the Carrolls may propose an alternative plan to provide such access provided, however, that in no event shall the Carrolls provide for the aforementioned road connection to Burnside.

2. In furtherance of the action necessary to fulfill the intent of this Section 3.1.B, the Carrolls shall subdivide and create an open space lot comprising the land fronting on Burnside Drive (the "Burnside Drive Open Space Lot"). The Carrolls shall work with the residents of Ridge Lake and Chateau Ridge, including the Chateau Ridge Lake Community Association ("CRLCA"), to effect a transfer by deed for the fee simple interests to the Burnside Drive Open Space Lot to an entity or individuals identified by Howard County for sum of one dollar (\$1.00). The transfer of the Burnside Drive Open Space Lot shall be submitted to DPZ with the final deed for the Subdivision Plat, and shall be recorded in the Land Records with the Subdivision Plat.

C. To further effect the purposes of the intent of this Section 3.1.B, the Carrolls shall ensure that the Subdivision Plat will create at least two (2) residential single-family detached lots near and impeding the terminus of Burnside Drive such that Burnside Drive could not be extended westward without the demolition of homes on these two or more lots.

3.2 Sewer Improvements.

A. The Parties agree with the goal of minimizing increases in wastewater flow and the nutrient concentration in wastewater directed to the Little Patuxent Wastewater Reclamation Plant as a condition of Development Approval. In furtherance of this obligation, the Carrolls agree to abide by the terms of the proposed plan of action as set forth in Exhibit 8. The Carrolls shall be responsible for the payment of costs for the construction of sewer utilities for the Project to achieve the goal. Such costs may include the wastewater facility design, engineering, testing, bonding and, if necessary, acquisition of off-site easements for the improvements determined appropriate by the wastewater flow study ("Wastewater Mitigation Cost") provided, however, that in no event shall the Carrolls be required to expend greater than One Million Dollars (\$1,000,000) for the Wastewater Mitigation Cost.

B. In addition to the Wastewater Mitigation Costs, the Carrolls shall construct and/or be obligated to incur the following improvements and/or costs:

1. Replacement and increase in sizing of portions of the existing eight (8) inch sewer line currently on the Site, which portions are determined in the reasoned opinion of Howard County to be undersized;

2. Application, incorporation and payment of all fees for Metropolitan District incorporation, which application due to its ministerial nature shall be approved by Howard County.

C. No building permit(s) for residential dwelling unit(s) on the Site shall be issued until (i) Capital Project S-6274 is funded for construction and (ii) the existing sewer line improvements in Section 3.2.B.1 are completed. A grading permit shall not be construed to be a building permit.

3.3 Water Improvements. The Carrolls shall be required to make certain water improvements for the Project as a condition of Development Approval. The Carrolls shall be responsible for the payment of all construction of water utilities for the Project, to include site design, engineering, testing and bonding. Additionally, the Carrolls shall construct and incur the following improvements and costs:

A. All necessary permit approval(s);

B. Application, incorporation and payment of all fees for Metropolitan District incorporation, which application due to its ministerial nature shall be approved by Howard County.

3.4 Dedication of Land to Howard County. The Carrolls shall dedicate to Howard County a parcel of land on the east side of the Site for use as a County park or other public, recreational use determined by the County to best serve the interest of the public ("Parkland"). This parcel shall contain a total of thirty-six (36) acres of land, more or less, be adjacent to Kiwanis-Wallis Park and shall substantially conform to the area indicated on EXHIBIT 2. The conveyance of this parcel to the County shall be dedicated as Open Space in accordance with the County Code.

The timeline for dedication of this parcel to the County shall be as follows:

A. The Carrolls shall submit a proposed plat of the Parkland to DPZ within one hundred eighty (180) days after execution of this Agreement.

B. The Carrolls shall convey the deed for the Parkland to Howard County with the submission of the first Subdivision Plat for County signature and recordation in accordance with the Subdivision Regulations following the fulfillment of the Conditions Precedent of section 1.2 of the Option Agreement. In the alternative, the Carrolls may in their sole discretion deed the Parkland to Howard County in any legal

manner as directed by Howard County.

C. The Parkland to be conveyed to Howard County shall be eligible to be treated in accordance with the provisions of the HCZR and/or County Code as Open Space and is eligible to be included toward satisfaction of subdivision, site plan and/or other Development Approval requirements.

ARTICLE IV  
PRESERVATION OF AGRICULTURAL LANDS AND  
LIMITATIONS ON DEVELOPMENT

Agricultural Preservation. The Carrolls have agreed to place an agricultural land preservation easement on approximately 500 acres of the Property in accordance with Howard County's Agricultural Land Preservation Program pursuant to the terms of the Commitment Letter and the Option Agreement. A legal description of the 500 acres is attached hereto as EXHIBIT 9. Nothing in this Agreement shall be construed to supersede either the Carrolls' or Howard County's obligations under the Option Agreement.

4.1

- A. 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 does not exercise its option under the Option Agreement
- B. Prior to Howard County's exercise of its option under the Option Agreement, The Carrolls shall not submit and Howard County shall have no obligation to approve for recordation any Subdivision Plat for the Property creating any individual lots meeting the bulk requirements of R-ED zoning for single family detached housing.
- C. The Parties further agree that each shall take all actions required to promptly return the Site to a rural conservation zoning classification (now known as "RC") in the event the County has not acquired the agricultural land preservation easement under the Commitment Letter by January 1, 2013, which date may be extended under the terms of the Option Agreement. Upon the final, unappealable approval of the rural classification zoning approval for the Site, the County shall terminate its right to acquire the Agricultural Land Preservation Easement under the Commitment Letter.

4.2 Covenant Against Residential Subdivision of the Core. The Carrolls shall execute and record In the Land Records a perpetual covenant to prevent

further subdivision of the approximately ninety-four (94) acres of the property around the main Manor House of the Property (the "Core") with the Howard County Conservancy or other organization determined to be acceptable to Howard County which organization shall hold the enforcement rights to the restrictive covenant. This covenant shall be made within 90 days after Howard County's exercise of the option under Section 1.2 of the Option Agreement, unless such period is extended by Howard County. A legal description of the Core is attached hereto as EXHIBIT 10.

- 4.3 The Parties agree that the use of certain funds to be received by the Carrolls pursuant to the anticipated development of the Site shall be used to ensure funding for the restoration and ongoing maintenance of the Manor House and historic outbuildings on the Property. The Parties agree that the Carrolls will be obligated to:
- 4.3.1 Establish a fund in the amount of Two Million Dollars (\$2,000,000) to be specifically allocated towards such purpose (the "Fund");
- 4.3.2 To provide evidence to Howard County, at such times as Howard County may reasonably request (but not more often than once per year), of such Fund and invoices evidencing the use of such funds for the purposes as specified in paragraph 4.3 above.
- 4.3.2.1 The funding of the Fund will be accomplished by the Carrolls placing in the Fund after-tax sums received by the Carrolls from the Project, in an amount equal to fifty percent (50%) of any such after-tax sums, until the Fund has reached a sum of Two Million Dollars (\$2,000,000), minus any sums the Carrolls have spent for such restoration and ongoing maintenance from the date of this Agreement to the date of such funding.
- 4.3.2.2 The establishment of the Fund and the use of the proceeds thereof for such restoration and maintenance shall be the sole obligation of the Carrolls pursuant to this Agreement for such restoration and maintenance.

ARTICLE V  
DEVELOPMENT REVIEW

5.1 Timely Development Review. Howard County agrees to use its best efforts in accordance with applicable rules and regulations to ensure that the processing

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and review of Development Approvals, including, but not limited to, APFO Approvals, subdivision plans, site development plans, issuance of building permits and occupancy permits, are performed in a succinct, timely manner, without undue delay, consistent with the County's current development review process, and that such processing and review will not be subjected to any delay or any moratorium except in accordance with the terms of this Agreement.

5.2 Timely Submission of Documents. The Carrolls agree to use their best efforts to submit and process plans and legal documents for the items set forth in Section 5.1 above in a timely manner.

ARTICLE VI  
SURVIVAL AND TRANSFER OF OBLIGATION

6.1 Nature, Survival, and Transfer of Obligations. The Carrolls agree that this Agreement shall run with the land and be binding upon and inure to the benefit of the Carrolls and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Property (except owners of an individual lot improved as part of the Project and pursuant to a validly issued building permit). To assure that all such successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Carrolls agree that it shall:

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

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 Property.

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

6.2 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, employees, governmental units, the Planning Board and its and their respective successors and assigns.

ARTICLE VII  
BREACH AND REMEDIES

*Handwritten initials: M, CC*

7.1 Breach by Carrolls. If the Carrolls shall fail or refuse to perform its obligations as required, then after sixty (60) days from receipt of written notice provided to the Carrolls by Howard County indicating the nature of the default and if the Carrolls have not cured the default, the 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 declare this Agreement null and void and cease the issuance of building permits and review of development plans. Should the remedies of specific performance or injunction not be available to Howard County because of actions of Carrolls, then Howard County shall be entitled to bring a legal action for damages.

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

7.3 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.

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

7.5 Agreement to Petition for Rezoning. In the event this Agreement is determined unenforceable by any Court, then the Parties agree that this paragraph shall survive such determination and the Carrolls agree to file a request to rezone the Site to a rural zoning classification equivalent to the RC zoning classification in effect on the date of this Agreement.

#### ARTICLE VIII EFFECT OF DEVELOPMENT REGULATIONS

##### 8.1 Effect of Agreement.

A. Carrolls must comply with all federal, Maryland and local laws existing on the Effective Date of this Agreement.

B. Except as provided in Section 8.1.C herein, the laws, rules, regulations and policies, which govern the use, density or intensity of the Site shall be the laws, rules, regulations and policies, if any, in force on the Effective Date of the

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Agreement.

C. If Howard County determines that compliance with a law(s) 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 Howard County, this Agreement may not prevent Howard County from requiring the Carrolls to comply with those laws, rules, regulations and policies.

D. In the event Howard County takes any action to subject the Project to any new or modified law(s) after the Effective Date of this Agreement under Section 8.1.C above or modifies the Zoning or Comprehensive Plan land use designations of the Site, or the density of the Project, as set forth in this Agreement, which reduces the number of residential dwelling units by more than three and one-half percent (3.5%) ("Howard County Action"), Carrolls shall be relieved of any remaining obligation under this Agreement. Additionally, the Carrolls shall be relieved of any obligation subsequent to the date of the Howard County Action, including any obligation to make any payments required under this Agreement that are not due and payable and are unpaid as of the date of the Howard County Action.

8.2 Approvals Required. Carrolls shall obtain all approvals necessary under any provision of local, Maryland or federal law before proceeding with development of the Project. This Agreement does not address any approvals required by Maryland or federal law, and Carrolls shall be responsible for obtaining any approvals required by local, Maryland, or federal law.

8.3 Fees. Carrolls shall pay all fees (specifically including but not limited to excise taxes, surcharges and water and sewer connection fees) required by the County at the time of the Effective Date of this Agreement at the rate in effect at the time the fee is due. Nothing in this Agreement shall be construed as a waiver or reduction of any such fee.

8.4 Growth Control Delay. In the event that a "Growth Control Delay" (as hereinafter defined) is imposed, then any deadline concerning (i) the Carrolls' obligation to construct, install, fund or post financial guarantees for (a) the infrastructure improvements required pursuant to any Development Approval for the Project in accordance with the phasing requirements set forth therein, and (b) the road improvements described in Article III of this Agreement; and, (ii) the Carrolls' obligation to dedicate the Parkland to the County or the obligations contained in the provisions of Article III of this Agreement, shall be extended for one (1) additional day for each day during which such Growth Control Delay exists, and the Project shall not be subjected to any additional regulation, legislation, limitation, phasing, contributions, penalties or delay in construction, or issuance of zoning certificates/building permits solely as a result of the Growth Control Delay. The term "Growth Control Delay" shall

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mean any and all delays caused during APFO Approval and/or the implementation or declaration by the United States Government, State of Maryland, Howard County, and/or any agency, department, division and/or branch thereof for purposes of a limitation, prohibition, restriction and/or phasing upon the review, recording, development and construction upon lots on the Site as intended by Carrolls, which is deemed to be essential to ensure the public health, safety, and welfare of County residents as determined in accordance with Section 8.1.C above.

ARTICLE IX  
MISCELLANEOUS

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

9.2 Term.

A. This Agreement shall constitute covenants running with the land and shall run with and bind the Property. This Agreement shall terminate and be void on the tenth (10<sup>th</sup>) 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 or in accordance with Section 8.4 above or unless terminated by agreement of the Parties or as permitted by law.

B. Nothing in this Section shall be construed to supersede the term(s) as set forth in any other agreement(s) between the Carrolls and Howard County

9.3 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below; or (2) 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 the Carrolls shall be addressed and delivered to the following address:

Camilla and Phillip D. Carroll  
3500 Manor Lane  
Ellicott City, MD 21042

with a copy to:

*Mc*

Joseph Rutter  
5300 Dorsey Hall Drive  
Ellicott City, MD 21042

Sang W. Oh, Esq.  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042

James L. Wright, Esq.  
750 E. Pratt Street  
Suite 900  
Baltimore, MD 21202

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

Howard County Executive  
3430 Courthouse Drive  
Ellicott City, MD 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.

9.4 Amendments. The Parties to this Agreement may amend the Agreement by mutual 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 the Carrolls. Unless the Planning Board determines that the proposed amendment is consistent with the Howard County General Plan, the Parties may not amend this Agreement.

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9.5 Termination or Suspension. The Parties to this Agreement may terminate or suspend the Agreement by mutual 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 Howard 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 8.1.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 Development Approvals which have been obtained for the Project, including, but not limited to, APFO Approvals.

9.6 Authority to Execute. Howard County and the Carrolls 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 the Carrolls that the persons executing this Agreement on its behalf have been properly authorized to do so. The Carrolls hereby warrant and represent to Howard County that they are the fee simple, record owners of Doughoregan and the Site, (2) that each has the right, power and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Property as set forth herein, (3) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (4) each has been duly represented by attorneys.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

9.8 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.

9.9 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.

9.10 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 if such invalid, illegal, or

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unenforceable provision had never been contained in this Agreement.

9.11 Recordation. Any party may record this Agreement among the Land Records of Howard County, Maryland. In the event the Agreement is terminated following an appeal as provided for in Section 9.12 below, the Parties agree to execute and record a document in the aforesaid Land Records to terminate this Agreement.

9.12 Appeals. Both Maryland law and the County Ordinance may allow any person aggrieved by this Agreement to file an appeal. If the effect of the decision in such Appeal revises this Agreement in any way, any party to this Agreement may terminate the Agreement by providing notice to all Parties within thirty (30) days of the date that the decision in the appeal becomes final and all appeals thereof have been finally determined.

9.13 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.

9.14 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.

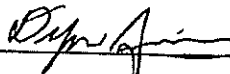
9.15 Lien holders. All persons with a lien interest in the Property have executed this Agreement, and those lien holders with a power of sale have subordinated such liens to the position of Howard County under this Agreement.

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

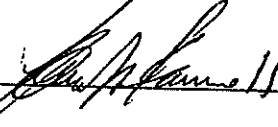
*[Signatures on Following Page]*

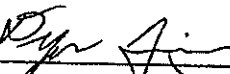
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WITNESS/ ATTEST:

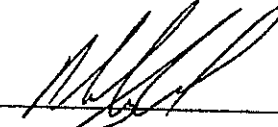
  
\_\_\_\_\_

CAMILLA CARROLL

  
\_\_\_\_\_ (SEAL)

  
\_\_\_\_\_


PHILIP D. CARROLL

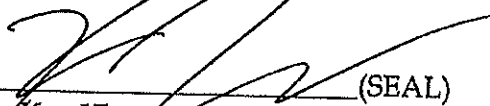
  
\_\_\_\_\_ (SEAL)

AGREED and APPROVED:

HOWARD COUNTY, MARYLAND


ATTEST:

  
\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

BY:   
\_\_\_\_\_  
Ken Ulman  
Howard County Executive

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this 17 day of September 2010.

  
\_\_\_\_\_  
Margaret Ann Nolan (P.J.)  
County Solicitor

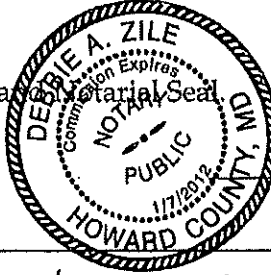
[Notaries on Following Page]



STATE OF MARYLAND, Howard COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of September, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CAMILLA CARROLL, personally known to me or proven to be the individual named herein and executed this Agreement for the purposes stated therein.

AS WITNESS my Hand and



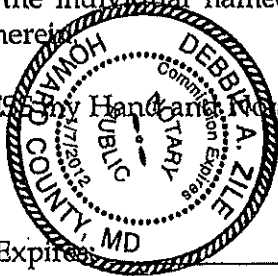
Debbie A. Zile  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, Howard COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of September, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PHILIP D. CARROLL, personally known to me or proven to be the individual named herein and executed this Agreement for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.



Debbie A. Zile  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, Howard COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of September, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KEN ULMAN, the County Executive for Howard County, Maryland, who acknowledged the same 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.

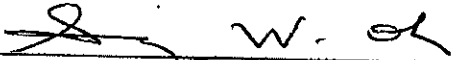

AS WITNESS my Hand and Notarial Seal.

Lisa Stello O'Brien  
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, MD 21042

LIENHOLDER CONSENTS AND SUBORDINATION OF INTERESTS

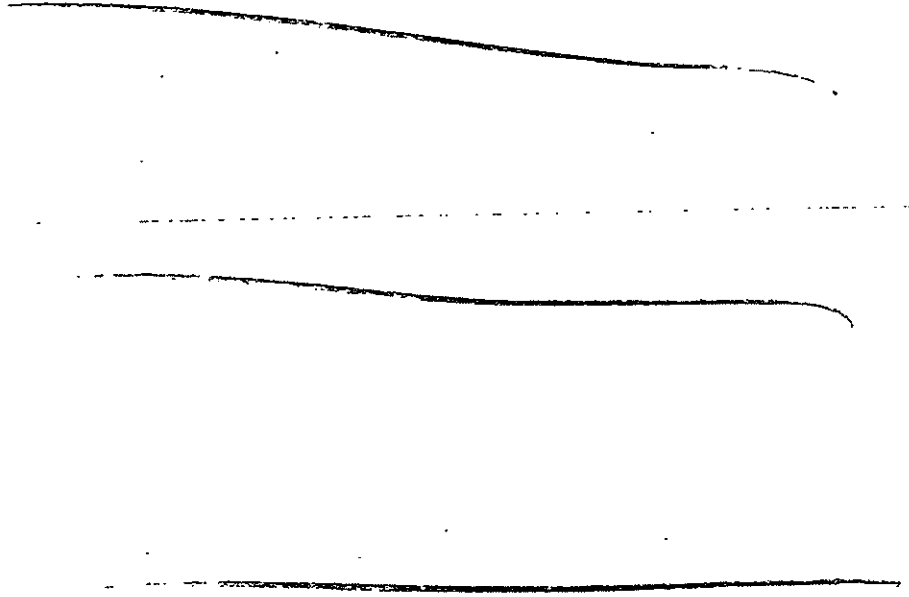
The undersigned lienholder does hereby consent to the aforesaid Agreement, and by the signature of its Trustee, does hereby agree that such instrument shall be subordinate to and shall survive any sale under its Deed of Trust dated \_\_\_\_\_, and recorded among the Land Records of Howard County, Maryland in Liber \_\_\_\_\_, folio \_\_\_\_\_

WITNESS:

N/A

LIST OF EXHIBITS

- Exhibit 1 – Property Description
- Exhibit 2 -- Concept Plan
- Exhibit 3 – Description of Site
- Exhibit 4 – Attorney title opinion certifying as to legal and equitable owners
- Exhibit 5 – Planning Board Determination of Consistency
- Exhibit 6 – Commitment Letter
- Exhibit 7 – Option Agreement
- Exhibit 8 – Wastewater Treatment – Plan of Action
- Exhibit 9 – Description of Agricultural Preservation Parcel
- Exhibit 10 – Description of Core



Property Description

EXHIBIT 1

LIBER 2722 folio 270

EXHIBIT 1

March 18, 2010

DESCRIPTION  
OF A 892.622 ACRE PARCEL.  
PROPERTY OF  
PHILIP D. CARROL  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland; said parcel of land being part of the land which, by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said will having been probated in the Surrogates Court Of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276; said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 At Folio 64 and being all of Parcel 1 as described in the aforesaid Liber 394 at Folio 64; said parcel of land being more particularly described, as now surveyed, in the Maryland State Coordinate System, NAD '83 Datum, as projected by Howard County Geodetic Control, as follows:

BEGINNING FOR THE SAME at a point 33.0 feet, more or less, measured at right angles northerly from the centerline of paving as now exists, twenty-four (24) feet wide more or less, and being on the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144), formerly known as the Baltimore to Frederick Turnpike Road;

FISHER,  
COLLINS  
&  
CARTER,  
INC.

CIVIL ENGINEERING CONSULTANTS  
and LAND SURVEYORS

16272 Baltimore National Pike  
Ellicott City, Maryland 21042  
410 481-2855  
Fax (410) 750-9784

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0271, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

said point being opposite Manor Lane and at the beginning of the First or South 73°02'48" East 3140.09 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; thence running with Frederick Road and running with and binding on the said First Deed Line of Parcel 1, as now surveyed,

- 1) South 73°02'02" East 3140.09 feet to a point at the beginning of the Second or South 25°58'45" East 2921.96 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Second Deed Line also being the following: the Third or North 18°43' West 323.01 foot line of the adjacent conveyance from Albert S. Singleton and Elsie B. Singleton, his wife, to Phillip G. Wilkins and Corinne Elizabeth Wilkins, his wife, by deed dated June 29, 1963 and recorded among said Land Records in Liber 403 at Folio 669; and the North 26°02'23" West 1737.32 foot and the North 23°56'49" West 55.21 foot outlines, as shown on a plat entitled "Plat of Survey, Kiwanis Club of Ellicott City, Inc." recorded among said Land Records as Plat No. 10119; and the North 19°06' West 180.00 foot outline, as shown on a subdivision plat entitled "Map of Pine Orchard Meadows, Section Three" recorded among said Land Records in Plat Book 6 at Page 53; and also the North 18°39'00" West 532.45 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section Four" and recorded among said Land Records in Plat Book 17 at Page 75; thence intending to bind on and run with said Second Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed, the following three (3) courses and distances:

**FISHER,  
COLLINS  
&  
CARTER,  
INC.**

CIVIL ENGINEERING CONSULTANTS  
and LAND SURVEYORS

10272 Baltimore Helopel Pike  
Ellicott City, Maryland 21042  
(410) 481-2855  
Fax (410) 760-5784

- 2) South  $26^{\circ}02'24''$  East 2,155.13 feet, passing over a Concrete Monument found 89.57 feet on line, to a Rebar with "FCC-106" Cap set; thence continuing with the aforesaid Second Deed Line of Liber 394 at Folio 64,
- 3) South  $24^{\circ}00'53''$  East 55.21 feet to a 1 inch Iron Pipe found; thence still continuing with said Second Deed Line of Liber 394 at Folio 64,
- 4) South  $25^{\circ}53'43''$  East, 711.66 feet to a 0.4 foot by 0.4 foot wide Concrete Monument found at the beginning of the Third or South  $21^{\circ}10'35''$  East 412.58 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Third Deed Line of Parcel 1 also being the North  $14^{\circ}00'00''$  West 136.25 foot outline, as shown on the aforesaid plat of "Pine Orchard Meadows, Section Four" recorded in Plat Book 17 at Folio 75, and also the South  $14^{\circ}00'00''$  East 276.25 foot outline; as shown on a subdivision plat entitled "Pine Orchard Meadows, Section 5"; and recorded among said Land Records in Plat Book 22 at Folio 11; thence binding along said Third Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 5) South  $21^{\circ}13'25''$  East 412.50 feet to a Rebar with "FCC-106" Cap set at the beginning of the Fourth or South  $87^{\circ}17'37''$  West 523.99-foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Fourth Deed Line of Parcel 1 also being the North  $87^{\circ}16'56''$  East 523.27 foot outline; as shown on Sheet 4 of the subdivision-plats entitled "Centennial Manor, Section One, Area Three, Lots 85-108", recorded among said Land Records as Plat C.M.P. No. 7675, thence

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- binding along said Fourth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 6) South  $87^{\circ}11'19''$  West 523.27 feet to a Concrete Monument found at the beginning of the Fifth or South  $07^{\circ}19'03''$  East 2783.20 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; said Fifth Deed Line of Parcel 1 also being the following: the North  $07^{\circ}14'30''$  West 245.00 foot outline, as shown on the aforesaid plat of "Centennial Manor, Section One, Area Three, Lots 85-108" recorded as Plat C.M.P. No. 7675; and the North  $07^{\circ}14'30''$  West 930.98 foot outline, as shown on Sheets 3 and 2 of the subdivision plats entitled "Centennial Manor, Section One, Area One, Lots 1-22" recorded among said Land Records as Plat Nos. 6797 and 6796, respectively; and the North  $06^{\circ}45'30''$  West 600.00 foot outline, as shown on a subdivision plat entitled "Section Three, Chateau Ridge" recorded among said Land Records in Plat Book 21 at Folio 11; and the North  $06^{\circ}45'30''$  West 700.00 foot outline as shown on a subdivision plat entitled "Section Five, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 46; and also the North  $06^{\circ}45'30''$  West 300.00 foot outline, as shown on a subdivision plat entitled "Section Six, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 82; thence binding along said Fifth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 7) South  $07^{\circ}13'17''$  East 2779.90 feet to a Granite Stone found at the beginning of the Sixth or South  $61^{\circ}55'21''$  West 642.37 foot Deed Line of Parcel 1 recorded

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- in Liber 394 at Folio 64; said Sixth Deed Line of Parcel 1 also being the North  $62^{\circ}06'38''$  East 641.44 foot outline, as shown on a subdivision plat entitled "Plat of Revision, Kingsbridge @ Burleigh Manor, Lots 763 thru 778" recorded among said Land Records as Plat No. 12607; thence binding along said Sixth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 8) South  $62^{\circ}05'05''$  West 641.25 feet to a Granite Stone found at the beginning of the Seventh or North  $73^{\circ}14'48''$  West 4021.13 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Granite Stone also being at the end of the Seventh or South  $73^{\circ}14'48''$  East 4021.23 foot Deed Line of Parcel 2 described in the aforesaid Liber 394 at Folio 64; thence binding along the Seventh thru Thirteenth Deed Lines of Parcel 1, recorded in Liber 394 at Folio 64, and also binding reversely along the Seventh thru First Deed Lines of Parcel 2, recorded in Liber 394 at Folio 64, as now surveyed, for the following seven (7) courses and distances:
- 9) North  $73^{\circ}16'34''$  West 4018.45 feet to a Rebar with "FCC-106" Cap set at a point near the southeastern side of Manor Lane, being a twelve (12) foot wide gravel drive, as now exists; thence running with said Manor Lane,
- 10) North  $14^{\circ}04'34''$  East 24.75 feet to a Rebar with "FCC-106" Cap set, thence crossing over said Manor Lane,
- 11) North  $65^{\circ}25'26''$  West 2143.94 feet, to a 1.25 inch diameter Iron Pipe found; thence

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- 12) North 70°10'26" West 1456.72 feet, to a 1.25 inch diameter Iron Pipe found; thence
- 13) North 78°34'25" West 791.22 feet to a point; thence
- 14) North 73°34'25" West 387.55 feet to a point; thence
- 15) South 69°10'35" West 31.37 feet to a point 23.8 feet, more or less, measured at right angles southeasterly from the centerline of paving, eighteen (18) feet wide, as now exists, of Folly Quarter Road, formerly known as the Vineyard Road; said point also being at the beginning of the Fourteenth or North 53°00'48" East 577.50 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; thence running with said Folly Quarter Road and running with and binding on the Fourteenth thru Sixteenth Deed Lines of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed, for the following three (3) courses and distances:
- 16) North 51°40'56" East 568.09 feet to a point; thence crossing into and running within said Folly Quarter Road, on or near the centerline of the existing paving thereof,
- 17) North 39°59'12" East 2458.50 feet to a point; thence
- 18) North 26°28'43" East 2376.00 feet to a point on or near the intersection of the centerlines of existing paving of said Folly Quarter Road with Frederick Road (Maryland Route 144), as now exists, twenty four (24) feet wide and formerly known as the Baltimore to Frederick Turnpike Road; said point also being the beginning of the Seventeenth or South 82°36'44" East 189.50 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; thence running within said Frederick

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Road, on or near the centerline of existing paving, and running with and binding on said Seventeenth Deed Line of Parcel 1 recorded in Liber 394 at Folio 64, as now surveyed,

- 19) South 82°54'28" East 189.50 feet to a point; thence leaving said centerline of Frederick Road and running with and binding the Eighteenth or North 14°06'44" West 35.47 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64, as now surveyed,
- 20) North 17°12'33" West 32.08 feet to a point at the beginning of the Nineteenth or South 82°36'44" East 1394.98 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; thence running with the aforesaid Frederick Road and running with and binding on said Nineteenth Deed Line of Parcel 1 recorded in Liber 394 at Folio 64, as now surveyed,
- 21) South 82°35'58" East 1394.98 feet to the point of beginning; containing 892.622 acres of land, more or less.

**SUBJECT TO** an existing 20' Right-Of-Way for a Sewer Main described in a "Deed Of Easement" conveyed from Philip D. Carroll and Camilla Carroll to Howard County, Maryland by Deed dated December 24, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3422, Folio 357.

**ALSO SUBJECT TO AND TOGETHER WITH** all matters shown on a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll And Camilla Carroll" and recorded among the Land Records of Howard County, Maryland as Plat No. 19928, and a

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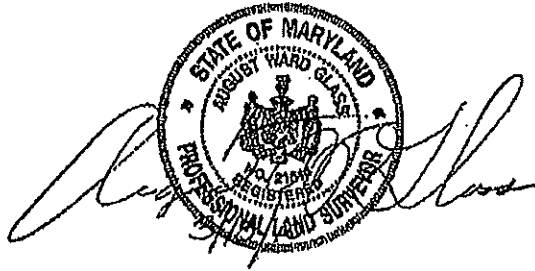
10272 Bethesda National Pike  
Ellicott City, Maryland 21042  
(410) 481-2838  
Fax (410) 760-5784

"Deed Of Preservation Easement" from Philip D. Carroll and Camilla Carroll to The Howard County Conservancy, Inc. and Howard County, Maryland by Deed dated October 4, 2006 recorded among the aforesaid Land Records in Liber 10295, Folio 58.

**ALSO SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, which may apply.

This description was prepared without the benefit of a Title Report.



Prepared By Aug

Checked By AD

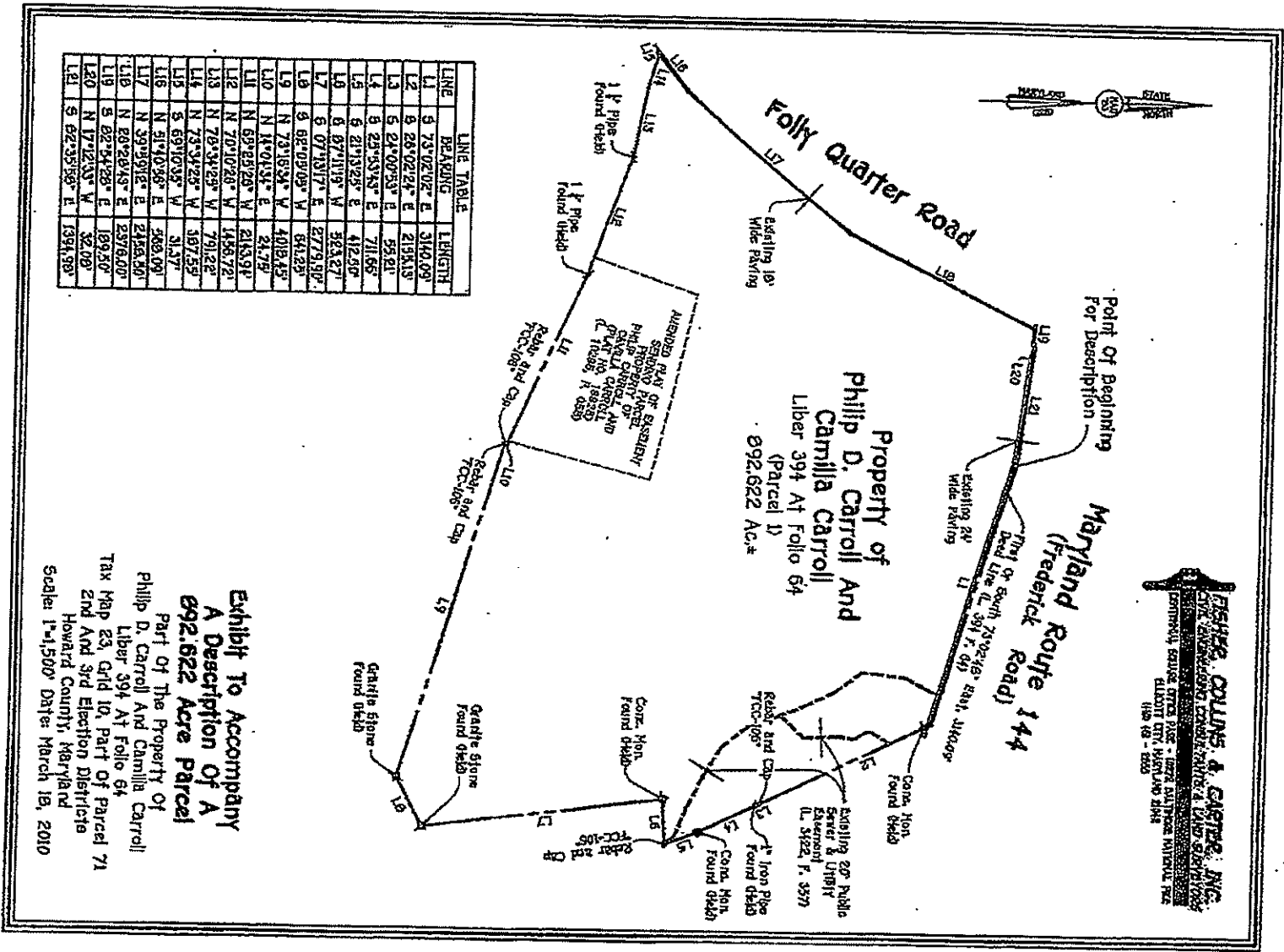
WO #05022-3002

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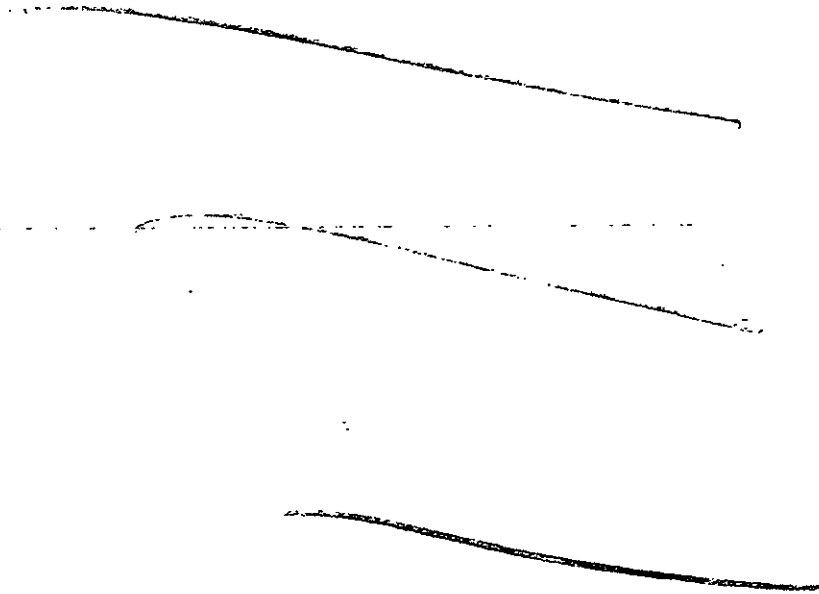


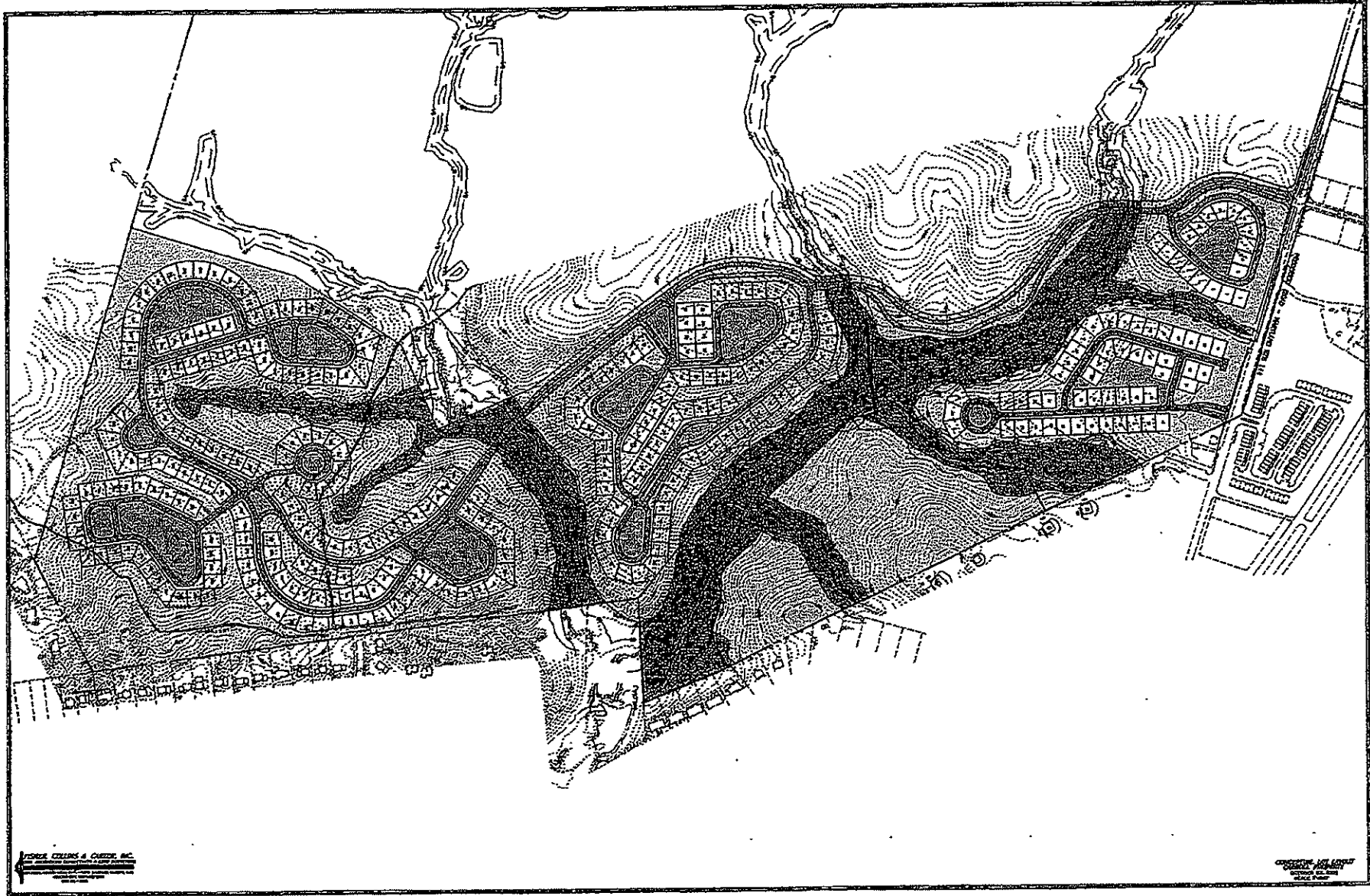
LIBER 12722 FOLIO 279

LIBER 12722 FOLIO 280

EXHIBIT 2

Concept Plan





12722

GEORGE ELLIOTT & COMPANY, INC.  
1000 N. W. 10th St.  
Fort Lauderdale, FL 33304  
Phone: (954) 561-1111  
Fax: (954) 561-1112

GEORGE ELLIOTT & COMPANY, INC.  
1000 N. W. 10th St.  
Fort Lauderdale, FL 33304  
Phone: (954) 561-1111  
Fax: (954) 561-1112

MDR 12722 P.0281



LIBER 12722 FOLIO 282

EXHIBIT 3

Description of Site

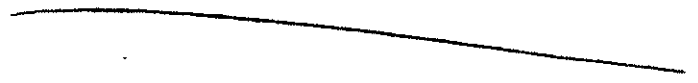


EXHIBIT 3

March 18, 2010

DESCRIPTION OF A  
221.064 ACRE PARCEL  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described in the aforesaid Liber 394 at Folio 64; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

BEGINNING FOR THE SAME at a point on the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144), formerly known as the Baltimore to Frederick Turnpike Road, said point being at the beginning of the Second or South 25°58'45" East, 2921.96 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); said

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Second Deed Line also being the following: the Third or North  $18^{\circ}43'$  West 323.01 foot line of the adjacent conveyance from Albert S. Singleton and Elsie B. Singleton, his wife, to Philip G. Wilkins and Corinne Elizabeth Wilkins, his wife, by deed dated June 29, 1963 and recorded among said Land Records in Liber 403 at Folio 669; and the North  $26^{\circ}02'23''$  West 1737.32 foot and the North  $23^{\circ}56'49''$  West 55.21 foot outlines, as shown on a plat entitled "Plat of Survey, Kiwanis Club of Ellicott City, Inc." recorded among said Land Records as Plat No. 10119; and the North  $19^{\circ}06'$  West 180.00 foot outline, as shown on a subdivision plat entitled "Map of Pine Orchard Meadow, Section Three" recorded among said Land Records in Plat Book 6 at Page 53; and also the North  $18^{\circ}39'00''$  West 532.45 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section Four" and recorded among said Land Records in Plat Book 17 at Page 75; thence intending to bind on and run with said Second Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed, the following three (3) courses and distances:

- 1) South  $26^{\circ}02'24''$  East 2,155.13 feet, passing over a Concrete Monument found 89.57 feet on line, to a Rebar with "FCC-106" Cap set; thence continuing with the aforesaid Second Deed Line of Liber 394 at Folio 64,
- 2) South  $24^{\circ}00'53''$  East 55.21 feet to a 1 inch Iron Pipe found; thence still continuing with said Second Deed Line of Liber 394 at Folio 64,
- 3) South  $25^{\circ}53'43''$  East, 711.66 feet to a 0.4 foot by 0.4 foot wide Concrete Monument found at the beginning of the Third or South  $21^{\circ}10'35''$  East 412.58 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Third Deed Line of Parcel 1 also being the North  $14^{\circ}00'00''$  West 136.25 foot outline, as

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shown on the aforesaid plat of "Pine Orchard Meadows, Section Four" recorded in Plat Book 17 at Folio 75, and also the South 14°00'00" East 276.25 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section 5" and recorded among said Land Records in Plat Book 22 at Folio 11; thence binding along said Third Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

- 4) South 21°13'25" East 412.50 feet to a Rebar with "FCC-106" Cap set at the beginning of the Fourth or South 87°17'37" West 523.99 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Fourth Deed Line of Parcel 1 also being the North 87°16'56" East 523.27 foot outline, as shown on Sheet 4 of the subdivision plats entitled "Centennial Manor, Section One, Area Three, Lots 85-108", recorded among said Land Records as Plat C.M.P. No. 7675, thence binding along said Fourth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 5) South 87°11'19" West 523.27 feet to a Concrete Monument found at the beginning of the Fifth or South 07°19'03" East 2783.20 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; said Fifth Deed Line of Parcel 1 also being the following: the North 07°14'30" West 245.00 foot outline, as shown on the aforesaid plat of "Centennial Manor, Section One, Area Three, Lots 85-108" recorded as Plat C.M.P. No. 7675; and the North 07°14'30" West 930.98 foot outline, as shown on Sheets 3 and 2 of the subdivision plats entitled "Centennial Manor, Section One, Area One, Lots 1-22" recorded among said Land Records

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as Plat Nos. 6797 and 6796, respectively; and the North  $06^{\circ}45'30''$  West 600.00 foot outline, as shown on a subdivision plat entitled "Section Three, Chateau Ridge" recorded among said Land Records in Plat Book 21 at Folio 11; and the North  $06^{\circ}45'30''$  West 700.00 foot outline as shown on a subdivision plat entitled "Section Five, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 46; and also the North  $06^{\circ}45'30''$  West 300.00 foot outline, as shown on a subdivision plat entitled "Section Six, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 82; thence binding along said Fifth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

- 6) South  $07^{\circ}13'17''$  East 2779.90 feet to a Granite Stone found at the beginning of the Sixth or South  $61^{\circ}55'21''$  West 642.37 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; said Sixth Deed Line of Parcel 1 also being the North  $62^{\circ}06'38''$  East 641.44 foot outline, as shown on a subdivision plat entitled "Plat of Revision, Kingsbridge @ Burleigh Manor, Lots 763 thru 778" recorded among said Land Records as Plat No. 12607; thence binding along said Sixth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 7) South  $62^{\circ}05'05''$  West 641.25 feet to a Granite Stone found at the beginning of the Seventh or North  $73^{\circ}14'48''$  West 4021.13 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Granite Stone also being at the end of the Seventh or South  $73^{\circ}14'48''$  East 4021.23 foot Deed Line of Parcel 2 described in the aforesaid Liber 394 at Folio 64; thence running with and binding part of

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the aforesaid Seventh Deed Line of Liber 394, Folio 64, as now surveyed, the following course and distance:

- 8) North  $73^{\circ}16'34''$  West, 1,764.49 feet to a point; said point being on and a distance of 2,253.96 feet from the end of the Seventh or North  $73^{\circ}14'48''$  West, 4021.13 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence leaving said Seventh line of Liber 394 at Folio 64 (Parcel 1) and running for new lines of division, the following twenty-five (25) courses and distances:
  - 9) North  $16^{\circ}43'26''$  East, 858.48 feet to a point; thence
  - 10) North  $33^{\circ}51'48''$  East, 651.81 feet to a point; thence
  - 11) North  $67^{\circ}04'12''$  East, 462.42 feet to a point; thence
  - 12) North  $23^{\circ}09'51''$  West, 507.53 feet to a point; thence
  - 13) North  $37^{\circ}01'20''$  West, 903.13 feet to a point of curvature; thence
  - 14) 468.79 feet along the arc of a curve to the right, having a radius of 580.00 feet, a central angle of  $46^{\circ}18'34''$  and subtended by a chord bearing and distance of North  $13^{\circ}52'03''$  West, 456.13 feet to a point of tangency; thence
  - 15) North  $09^{\circ}17'14''$  East, 113.42 feet to a point of curvature; thence
  - 16) 136.14 feet along the arc of a curve to the right, having a radius of 325.00 feet, a central angle of  $24^{\circ}00'04''$  and subtended by a chord bearing and distance of North  $21^{\circ}17'16''$  East, 135.15 feet to a point of reverse curvature; thence
  - 17) 131.70 feet along the arc of a curve to the left, having a radius of 170.00 feet, a central angle of  $44^{\circ}23'10''$  and subtended by a chord bearing and distance of North  $11^{\circ}05'43''$  East, 128.43 feet to a point of reverse curvature; thence

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- 18) 89.85 feet along the arc of a curve to the right, having a radius of 285.00 feet, a central angle of  $18^{\circ}03'45''$  and subtended by a chord bearing and distance of North  $02^{\circ}03'59''$  West, 89.47 feet to a point of tangency; thence
- 19) North  $06^{\circ}57'53''$  East, 62.64 feet to a point of curvature; thence
- 20) 219.63 feet along the arc of a curve to the right, having a radius of 285.00 feet, a central angle of  $44^{\circ}09'14''$  and subtended by a chord bearing and distance of North  $29^{\circ}02'30''$  East, 214.24 feet to a point of reverse curvature; thence
- 21) 283.12 feet along the arc of a curve to the left, having a radius of 275.00 feet, a central angle of  $58^{\circ}59'14''$  and subtended by a chord bearing and distance of North  $21^{\circ}37'30''$  East, 270.78 feet to a point of compound curvature; thence
- 22) 470.43 feet along the arc of a curve to the left, having a radius of 595.00 feet, a central angle of  $45^{\circ}18'00''$  and subtended by a chord bearing and distance of North  $30^{\circ}31'07''$  West, 458.27 feet to a point of tangency; thence
- 23) North  $53^{\circ}10'07''$  West, 259.20 feet to a point of curvature; thence
- 24) 312.10 feet along the arc of a curve to the right, having a radius of 330.00 feet, a central angle of  $54^{\circ}11'16''$  and subtended by a chord bearing and distance of North  $26^{\circ}04'29''$  West, 300.60 feet to a point of tangency; thence
- 25) North  $01^{\circ}01'09''$  East, 232.32 feet to a point of curvature; thence
- 26) 121.72 feet along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of  $46^{\circ}29'32''$  and subtended by a chord bearing and distance of North  $22^{\circ}13'37''$  West, 118.40 feet to a point of reverse curvature; thence

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- 27) 346.71 feet along the arc of a curve to the right, having a radius of 315.00 feet, a central angle of 63°03'47" and subtended by a chord bearing and distance of North 13°56'30" West, 329.47 feet to a point of tangency; thence
- 28) North 17°35'24" East, 225.85 feet to a point; thence
- 29) North 27°46'18" West, 35.58 feet to a point; thence
- 30) North 73°08'00" West, 180.91 feet to a point; thence
- 31) North 19°32'01" West, 18.41 feet to a point; thence
- 32) North 73°02'02" West, 328.95 feet to a point; thence
- 33) North 16°57'58" East, 65.50 feet to a point on the aforesaid Northern margin of Frederick Road (Maryland Route 144); said point being on and a distance of 1,432.93 feet from the beginning of the First or South 73°02'48" East, 3140.09 feet Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on said First line of Liber 394 at Folio 64 (Parcel 1) and the aforesaid Northern margin of Frederick Road (Maryland Route 144), the following course and distance:
- 34) South 73°02'02" East, 1,707.16 feet to the point of beginning; containing 221.064 acres of land, more or less.

**SUBJECT TO** an existing 20' Right-Of-Way for a Sewer Main described in a "Deed Of Easement" conveyed from Philip D. Carroll and Camilla Carroll to Howard County, Maryland by Deed dated December 24, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3422, Folio 357.

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(410) 481-2855  
Fax (410) 260-3184



ALSO SUBJECT TO AND TOGETHER WITH any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

SUBJECT TO AND TOGETHER WITH all conditions, covenants, easements, restrictions and rights-of-way of record, or proposed, which may apply.

This description was prepared without the benefit of a Title Report.

*Angela...*  
3/1/14

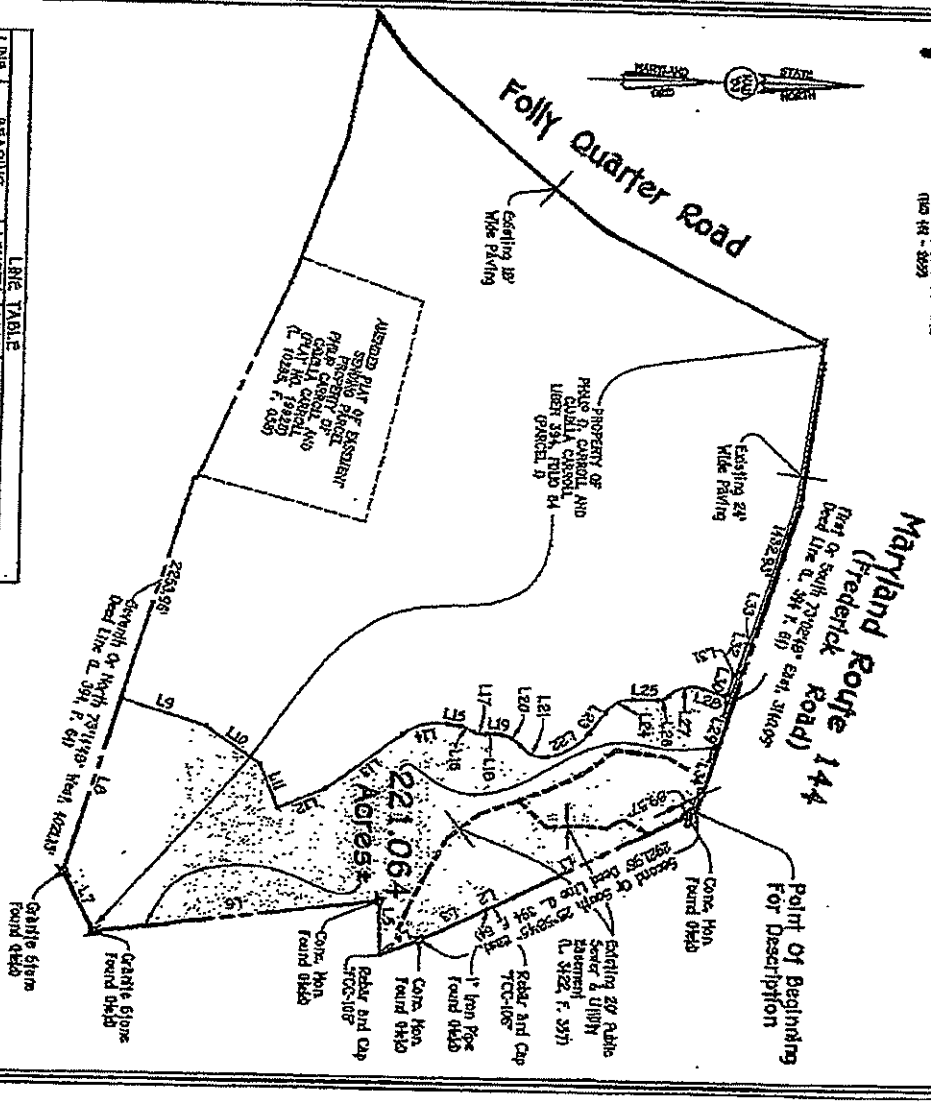
Prepared By DBS  
Checked By QAF  
WO #05022-3002

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INC.**

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19272 Baltimore National Pike  
Ellicott City, Maryland 21042  
Tel (410) 481-2854  
Fax (410) 760-3784

I:\2005\05022\dwg\05022-3001 Parcel 3 Exhibit.dwg, 3/18/2010 10:01:06 AM, dstreett, 1:1

**FISHER, COLLINS & CARTER, INC.**  
 CIVIL ENGINEERS, SURVEYORS & LAND SURVEYORS  
 OFFICE: 10000 WINDY HILL DRIVE  
 SUITE 200  
 BETHESDA, MARYLAND 20814  
 PHONE: 301-491-8899  
 FAX: 301-491-8899



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 26°02'24" E	2153.19	L18	S 26°05.00'	L=89.05'
L2	S 24°09'53" E	53.21'	L19	N 08°57'53" E	82.64'
L3	S 25°43'43" E	711.68'	L20	S 2°05.00'	L=289.63'
L4	S 21°18'25" E	412.50'	L21	S 27°5.00'	L=283.12'
L5	S 07°19'19" W	523.27'	L22	S 8°59.00'	L=470.43'
L6	S 07°19'19" W	2779.90'	L23	N 53°10'07" W	258.20'
L7	S 62°05'05" W	611.23'	L24	S 23°00.00'	L=312.10'
L8	N 73°16'34" W	1768.49'	L25	N 01°01'09" E	832.32'
L9	N 16°43'28" E	858.40'	L26	S 45°00.00'	L=121.72'
L10	N 33°51'43" E	651.01'	L27	S 31°55.00'	L=316.71'
L11	N 07°01'12" E	462.42'	L28	N 17°32'54" E	225.89'
L12	N 23°03'34" W	507.53'	L29	N 27°45'18" W	35.50'
L13	N 23°03'34" W	903.13'	L30	N 73°02'00" W	180.91'
L14	S 50°00.00'	L=458.79'	L31	N 19°32'00" W	18.41'
L15	N 09°17'14" E	113.42'	L32	N 73°02'02" W	320.25'
L16	S 29°23'00" W	L=136.14'	L33	N 18°57'32" E	89.50'
L17	S 17°00.00'	L=131.70'	L34	S 73°02'02" E	1707.16'

**Exhibit To Accompany  
 Description Of A  
 221,064 ± Acre Parcel**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folly 64  
 Tax Map 25, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Dated March 18, 2010

LIBER 12722 FOLIO 291

LIBER 12722 FOLIO 292

EXHIBIT 4

Attorney Title Opinion Certifying as to Legal and Equitable Owners

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

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

June 22, 2010

Ms. Charlotte R. Dryden  
Real Estate Services  
Howard County Department of Public Works  
3430 Courthouse Drive  
Ellicott City, Maryland 21048

Re: "Doughoregan Manor", 3500 Manor Lane, Ellicott City

Dear Ms. Dryden:

The following is a title report for the above-referenced property (the "Property").

Fee simple title in the Property is good and marketable as vested of record in Philip D. Carroll (also known as Philip Carroll) and Camilla Carroll, as tenants in common, as follows:

1. Deed from Charles Carroll, Junior to Philip A. Carroll, dated February 24, 1923 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber H.B.N. No. 117, folio 119.
2. Last Will and Testament of Philip A. Carroll (deceased July 8, 1957, survived by his wife, Nina R. Carroll) dated May 9, 1946, as amended by a Codicil thereto dated October 16, 1953, admitted to probate by Howard County Register of Wills (Estate No. 2046); Item Second devised all real property and improvements to his wife, Nina R. Carroll, for life, with a power of appointment (to devise through her Will upon her death) over all property located in Howard County, Maryland (including the Property).
3. Last Will and Testament of Nina R. Carroll (deceased February 11, 1989) dated June 4, 1979, as amended by a Codicil thereto dated November 28, 1986 and a Second Codicil thereto dated April 10, 1987, admitted to probate by the Howard County Register of Wills (Estate No. 7868); Item Third, as

062210.04

Ms. Charlotte R. Dryden  
June 22, 2010  
Page 2

amended, exercised the power of appointment granted by the Will of Philip A. Carroll and devised the Property to "such of the lineal descendants of my son, Philip Carroll, as shall survive me, in equal shares, *per stirpes*, as tenants in common", and the then-surviving lineal descendants of Philip Carroll were Philip D. Carroll (also known as Philip Carroll) and Camilla Carroll.

The Property is known as 3500 Manor Lane, Ellicott City, Maryland 21042, and is located in the Third Election District of Howard County, Maryland, containing 876.662 acres of land, more or less (per SDAT records). The Property is shown on Tax Map 28, Grid 10, Parcel 71, property tax account number 03-281779.

The Property is not encumbered by any open financing.

The Property is subject to the following exceptions and agreements:

1. Right of Way dated October 5, 1908, from Thomas P. O. Donnell and James O. Donnell to W. Raymond Cross, recorded among the Land Records in Liber W.W.L.C. 87, folio 662.
2. Deed of Easement dated May 23, 1977, from Nina R. Carroll to the Maryland Historical Trust, recorded among the Land Records in Liber 826, folio 542.
3. Right of Way Easement dated May 20, 1980, from Nina R. Carroll to Baltimore Gas and Electric Company, recorded among the Land Records in Liber 1047, folio 333.
4. Right of Way Easement dated March 29, 1981, from Nina R. Carroll to Baltimore Gas and Electric Company, recorded among the Land Records in Liber 1051, folio 633.
5. Deed of Preservation Easement dated October 4, 2006, by and among Philip Carroll and Camilla Carroll, The Howard County Conservancy, Inc., and Howard County, Maryland, recorded among the Land Records in Liber 10295, folio 58.
6. Plat entitled "Density Sending Plat, Property of Philip Carroll and Camilla Carroll", which Plat is recorded among the Land Records as Plat Number 18572.

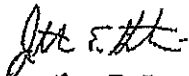
Ms. Charlotte R. Dryden  
June 22, 2010  
Page 8

7. Plat entitled "Amended Plat of Easement, Sending Parcel, Property of Philip Carroll and Camilla Carroll", which Plat is recorded among the Land Records as Plat Number 19928.

Title was run through May 28, 2010.

Copies of the title documents, encumbrances and exceptions noted above are enclosed. If you have any questions, please do not hesitate to get in touch with me.

Sincerely,  
Talkin & Oh, LLP

  
By: Jonathan E. Greenstein  
Of Counsel

enclosures

MBN. 117/113

Received for Record 28<sup>th</sup> Feb 1923 at 9 o'clock A. M. Same day recorded and examined per.

*Stuart A. Wolf* Clerk.

*Mailed to Fred Brown  
9/18/1920, to follow*

CHARLES CARROLL, Junior, DEED TO PHILIP A. CARROLL,	\$78.00 Duly Cancelled Revenue Stamps.	THIS DEED Made this 24th day of February, in the year nineteen hundred and twenty-three, by and between Charles Carroll, Junior, otherwise known as Charles Bamcroft Carroll, unmarried, of Howard County, in the State of Maryland, party of the first part, and Philip A. Carroll, of the City and State of New York, party of the second part.
--	---	---

WITNESSETH: that for and in consideration of the sum of seventy-eight thousand dollars (\$78,000.) this day paid, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple.

All those two tracts or parcels of land situate and lying in Howard County, in the State of Maryland, which were conveyed to Anita Carroll by two deeds; the first from Charles Carroll and Caroline Carroll, his wife, dated June 7th, 1866, and recorded on the eighth day of June 1866 among the Land Records of Howard County in Liber W. W. No. 25, folio 316, etc., and the second from Matthias Hammond and wife, dated the 24th day of November 1867, and recorded among the said Land Records in Liber W. W. No. 27, folio 411, etc.

Being the same two tracts or parcels of land which by deed dated the second day of May 1912, and recorded among the Land Records of Howard County in Liber W. W. L. O. No. 93, folio 232 etc., were granted and conveyed by Royal Phelps Carroll and Marion L. Carroll, his wife, and Philip A. Carroll to Charles Carroll, for life, and after his death to Charles Carroll, Jr., the grantor herein, for life, with limitations over, but with full power to the said Charles Carroll during his life and to the

said Charles Carroll, Jr., the grantor herein, after the death of the said Charles Carroll, to sell, give or in any other manner dispose of said two tracts or parcels of land or any part thereof, or any interest therein, free from any of the conditions or provisions in said deed set forth, provided, however, that should said Charles Carroll or Charles Carroll, Jr. desire to sell, give or otherwise dispose of said property, or any part thereof or any interest therein, pursuant to and in exercise of said power, the same shall first be offered to the said Royal Phelps Carroll, if living, and if not, to the said Philip A. Carroll, in fee and unencumbered with the buildings and improvements thereon, for the sum of sixty thousand (\$60,000) dollars, and in addition thereto such sum of money as shall represent the fair value of all permanent improvements which shall have been placed upon said property by Charles Carroll or Charles Carroll, Jr.; the said Charles Carroll and the said Royal Phelps Carroll having departed this life, the said Charles Carroll, Jr. being desirous of selling and the said Philip A. Carroll being desirous of buying, and it having been agreed as to the fair value of all permanent improvements which have been placed on said property by said Charles Carroll and Charles Carroll, Jr.

TOGETHER WITH THE buildings and improvements thereon, and all the rights, roads, *Alley*, ways, waters, watercourses, privileges, easements, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said described property unto and to the proper use of the said Philip A. Carroll, his heirs and assigns, in fee simple.

AND the said Charles Carroll, Junior, does hereby covenant that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances thereof as may be necessary.

WITNESS the hand and seal of the said grantor.

WITNESS:

H. L. Drake.

Charles Carroll, Jr. (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 24th day of February 1923, before me the subscribed a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles Carroll, Junior, the grantor hereinbefore named, and acknowledged the foregoing deed to be his act.

AS WITNESS my hand and notarial seal.

(SEAL'S PLACE)

Harry L. Drake  
Notary Public.

Received for Record 1<sup>st</sup> Mar 1923 at 9 o'clock A. M. Same day recorded and examined per.

*Herbert B. Wall* Clerk.



48. Orphans' Court for Howard County, Maryland

No. 2646 *ESTATE OF* PHILIP A. GARROLL

*Late of* NEW YORK COUNTY, N. Y., *died* July 8th, 1957, *testate*

PERSONS TO WHOM LETTERS WERE GRANTED	AMOUNT OF BOND	SURETIES	SOLICITORS
Mina R. Carroll and Philip Carroll Executors in Maryland  33 East 70th Street New York, N. Y.	\$10,000.	New Amsterdam Casualty Co.	Markel, Vaneoy & Gena 1904 First National Bank Bldg., Baltimore 2, Md.  J. B. Radol Carroll

DATE	PROCEEDINGS	NAME OF VOLUME	LIBER No.	FOLIO
1957				
Oct. 8	Certified Copy of Will	Wills	R.L.P. 11	303
"	Petition for Letters Testamentary in Maryland	Proceedings	R.L.P. 44	215
"	Bond of Executors	Adm. Bonds	R.L.P. 8	455
"	Oath of Executors	" "	R.L.P. 8	455
"	Order approving Bond & Grant of Letters	Proceedings	R.L.P. 44	216
"	Order to give Notice to Creditors	"	R.L.P. 44	217
"	Order to appraise Real Estate	"	R.L.P. 44	217
"	Order to appraise Personal Estate	"	R.L.P. 44	217
"	Appointment of Resident Agent	"	R.L.P. 44	217
Nov. 26	Report of Notice to Creditors	"	R.L.P. 44	255
"	Information Report	Filed		
Dec. 10	Order passing Inventory - Real Estate	Proceedings	R.L.P. 44	276
"	Inventory - Real Estate	Inventories	R.L.P. 5	259
"	Order passing Inventory - Personal Estate	Proceedings	R.L.P. 44	276
1958	" Inventory - Personal Estate	Inventories	R.L.P. 17	1
Mar. 11	Petition & Order to transfer Personal Estate	Proceedings	R.L.P. 44	373
Oct. 21	Order passing Administration Account	"	R.L.P. 44	596
"	Administration Account - First & Final	Adm. Accounts	R.L.P. 18	173

(1)

All those tracts of land which the said Philip A. Carroll, late of New York City, owned situate and lying in the Second and Third Election Districts of Howard County binding on Carroll's Lane, Paul's Lane and the east side of Vineyard Road and known as Doughoregan Manor; 776 acres of which were devised to him under the Last Will and Testament of John Lee Carroll, late of Howard County, State of Maryland, of record in Liber RD of W No. 5, Folio 81, one of the Wills Records of Howard County aforesaid; 120 $\frac{1}{2}$  acres of which was granted and conveyed unto Philip A. Carroll by deed dated the 24th day of February, 1923, and recorded among the Land Records of Howard County in Liber HBN No. 117, Folio 113 etc., from Charles Carroll, Jr.; 128 acres more or less of which was granted and conveyed unto Philip A. Carroll by deed dated the 15th day of September, 1939, was recorded among the Land Records of Howard County in Liber BM Jr. No. 164, Folio 403, from Thomas P. O'Donnell and Ada D. O'Donnell, his wife, and five acres of which was granted and conveyed unto Philip A. Carroll by deed dated the 13th day of April, 1948, and recorded among the Land Records of Howard County in Liber MWB No. 203, Folio 483, from John Yarrow Eccles, executor. The said four tracts contained 2113 acres more or less, all of which said lots are adjoining. \$400,000.00

(2)

All that farm in the Fifth Election District which the said Philip A. Carroll owned, binding on Homewood Road and Clarksville Pike (old route 29) and known as the "Benedict Farm" containing 320 acres which were devised to him under the Last Will and Testament of John Lee Carroll, late of Howard County, State of Maryland, and recorded among the Wills Records of Howard County in Liber RD of W No. 5, Folio 81.

(3)

All that tract of wood land in the Fifth Election District of Howard County which the said Philip A. Carroll owned, having no frontage on any road, but having an easement or right of way one-half mile long over the lands of R. G. Harper Carroll II, to Clarksville Pike near tract No. (2) above, containing 60 acres which was devised to Philip A. Carroll under the Last Will and Testament of John Lee Carroll, late of Howard County, State of Maryland, and recorded among the Wills Records of Howard County in Liber RD of W No. 5, Folio 81. (2) and (3) \$50,000.00



LIBER 12722 FOLIO 302

buildings and improvements thereon and all appurtenances, to my wife, MIRA B. GARRETT, for her life, with the powers hereinafter in Article Third hereof provided, and upon her death, I give and devise the same or any part thereof, to such of my children or lineal descendants as she may by Last Will and Testament appoint, in such shares and proportions as she may designate.

In case my said wife does not survive me or in case having survived me, she falls in whole or in part effectively to exercise the power of appointment hereinabove given to her with respect to my lands and real property in Howard County, Maryland, then I througupon dispose of my said lands and real property, or such part thereof as may not be effectively disposed of by my said wife, as follows:

- 1. I give and devise Doughoregan Manor House, together with about seven hundred and sixty (760) acres more or less of my surrounding lands, and all buildings and improvements thereon, and all appurtenances, constituting all my real property lying north of the center line of Paul's Lane extended to the eastern boundary of my property and being that portion of the

5785

1  
/ 2722 MD0303

property which was conveyed to me by Charles Carroll, Jr., by Deed, dated February 24, 1923, and recorded in the Land records of Howard County on March 1, 1923. In Liber H. B. H. No. 117, Folio 115, or so much thereof as may not have been effectively appointed by my said wife, to the oldest of my children who may survive my said wife and myself, or if no child of mine shall so survive, to the oldest of my lineal descendants who may so survive.

II. I give and devise all my remaining lands and real property in Howard County, Maryland, together with all buildings and improvements thereon erected and all appurtenances, or so much thereof as may not have been effectively appointed by my said wife, in equal shares, to my son, JOHN LEE CARROLL, and my daughter, MARY CATHER CARROLL, or to the survivor of them; if only one of them shall survive my wife and myself, or if neither shall so survive, to my son, PHILIP CARROLL, or if he shall not so survive, to the oldest of my lineal descendants then surviving.

In case all my lineal descendants shall die during the lifetime of my said wife, then, upon the death of the

8766



LIBR | 2722 RMD305

the maintenance, repair and improvement of the real estate and property held by her, or may be invested by her in such stocks, bonds, common or preferred, bonds, notes or other property, real or personal, as in her absolute discretion she may deem advisable, and I give, devise and bequeath to my wife a life estate or interest in any of the said proceeds so held or invested by her, and grant to her the power to dispose of the same upon her death to or among whichever of my children or lineal descendants she may by her last will and Testament appoint, in such shares and proportions as she may designate.

8768

I direct that no bond shall be required of my said wife in connection with the life estates devised and bequeathed to her hereunder, and that she shall be under no liability for waste or for depreciation of any of the property real or personal, in which she may at any time hold a life interest, or for any losses incurred by her in respect thereof, it being my intention, in view of changing conditions, that her powers and discretion with respect to the reception, management or investment thereof shall be absolute.

COURT



LIBR 12722 P.0306

cases, or suggestion duties, upon any bequest or devise under this my Will shall be void, without provision with respect thereto, out of my residuary estate.

ARTICLE

I Give, Devise and bequeath all the fees, residue and remainder of my property, real and personal, of every kind whatsoever and whatsoever situated to my Trustees hereinafter named, IN TRUST however, for the uses and purposes following:

I. To apply the income thereof to the use of my wife, HELEN A. CARROLL, during her life.

II. Upon the death of my said wife to convey, transfer and pay over the principal to or among whichever of my children or lineal descendants she may by her last Will and Testament appoint, in such shares, estates and proportions, in trust or otherwise as she may designate.

III. In case my said wife does not survive me, in case, having survived me, she fails in whole or in part effectively to exercise the power of appointment given to her in the preceding paragraph, then I Give, Devise and bequeath my said residuary estate, or such part of the

8769

MDR 12722 FILED 307

blindfold thereof as my wife, having survived me, shall effectively to dispose of by will, to my lineal descendants in being at the death of the survivor of my wife and myself in equal shares per stirpes.

SIXTH

My Executors and Trustees shall have full power and authority, in their discretion, to hold and retain any the property coming into their hands hereunder in the same form of investment as that in which it is received by them and to invest and reinvest the same and any trust funds held by them hereunder, in such amounts as they see fit, in such stocks, bonds, or other securities of property, real, or personal as in their discretion they may deem advisable, although the same may not be of the character permitted for prudent investments by the ordinary rules of law. They shall also, have full power and authority, in their discretion, to sell, lease, improve, mortgage or exchange the whole or any part of the property belonging to me at the time of my death or at any time held by them hereunder, whether real or personal, upon such terms and conditions as may to them seem advisable. I also authorize and empower my Executors and

5/27/0

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claims against or on behalf of any estate as they may deem expedient and to pay the value of payment, to consent to and participate in any reorganization, merger or other change of corporate structure and to deposit any property with any protective, reorganization or similar committee, and to delegate discretionary power thereto and to pay part of its expenses; to exercise all conversion, subscription, voting and other rights and to grant proxies discretely or otherwise; to appoint agents to act in their behalf and to delegate discretionary powers to such agents and to register any property in the name of their nominee or hold in, unregistered or in such other form that title shall pass by delivery;

SIGNATURE

I direct my trustees to apply the entire income of all securities at any time held by them hereunder to the use of the beneficiary for whom they are held, Irrespective of the price paid for them or of their market value at any time; it being intended hereby that no part of such income shall be applied as a sinking fund to offset any loan or

UNDER 12722 FILED 0309

principal upon, or market value of, such securities; all stock dividends shall be treated as principal and added to the trust fund, so far as may be permitted by law, and all cash dividends, except liquidating dividends, shall be distributed to the income beneficiaries.

Upon the termination of the trust estate for the benefit of my wife hereinafter, interest, dividend and other income accrued or declared but not yet due and payable, subject to any charges against it, shall not be paid to the estate of my wife but shall be distributed to those entitled to the principal of my estate, in the same shares, estates and proportions.

In the division or distribution of my estate or my trust under this will, or any part thereof, including any distribution or payment to themselves as trustees of the trusts under this will, my executors and trustees may make division, distribution or payment in kind, or partly in kind and partly in money, and for any such purpose may determine the value of any property divided or distributed, which determination shall, to the extent permitted by law, be binding on all persons interested.



12722 FOLIO 311

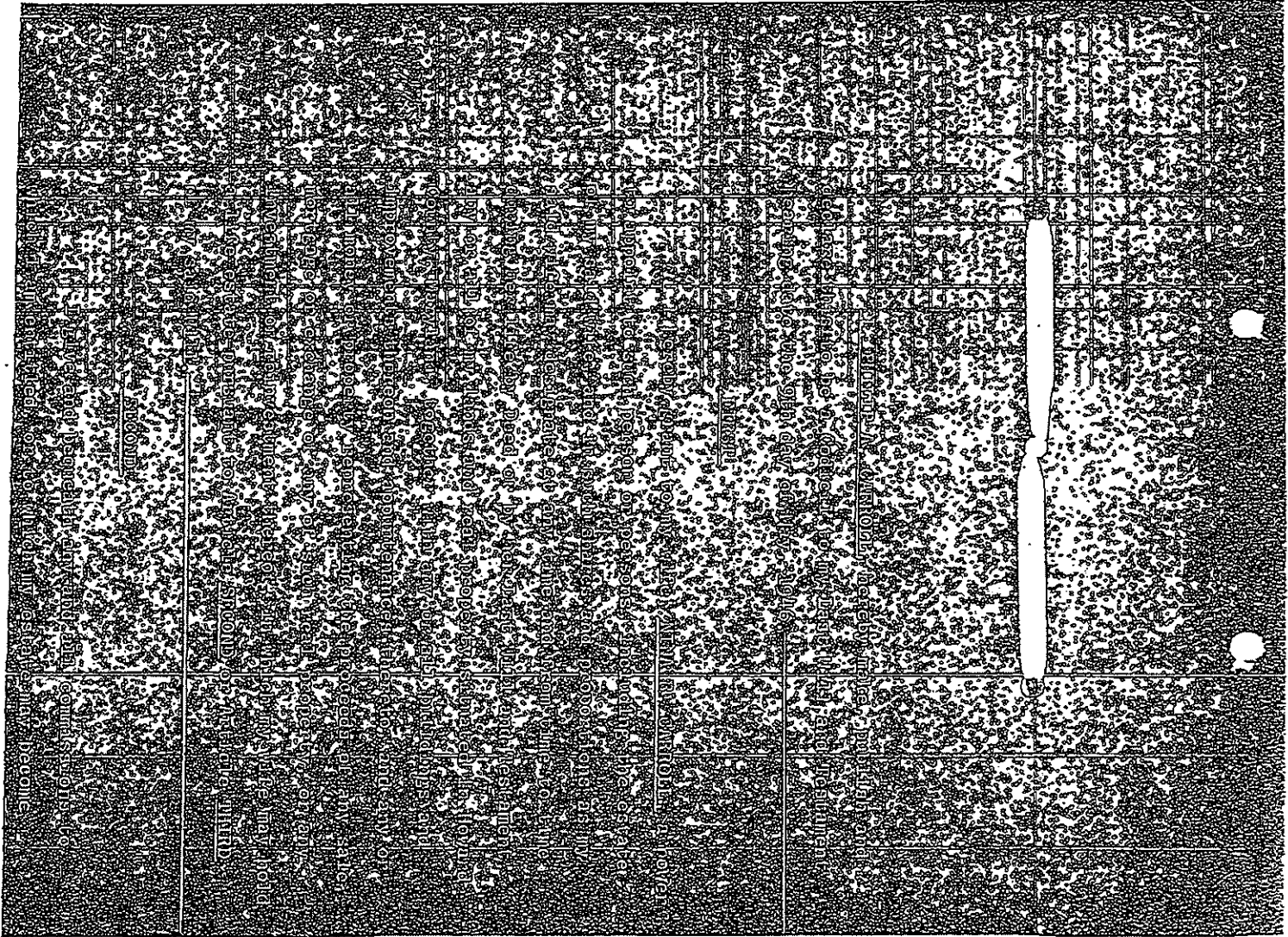
power's and qualifications as if originally appointed in this  
Will, but pending such appointment of an associate trustee  
any remaining trustee shall have full authority to act as  
sole trustee hereunder for as long as he or she may deem  
desirable. I direct that no security for the faithful  
performance of his or her duties be required of either  
executor or trustee herein appointed, nor of any associate  
trustee, whether a child of mine herein named, in which will or  
other person appointed as above provided, should by law  
security be required of any associate trustee, I require that  
such security be in a nominal amount.

I, WENDELL SHIBBOLD, I have the premises set in mind  
and seal this 9<sup>th</sup> day of April, 1945.

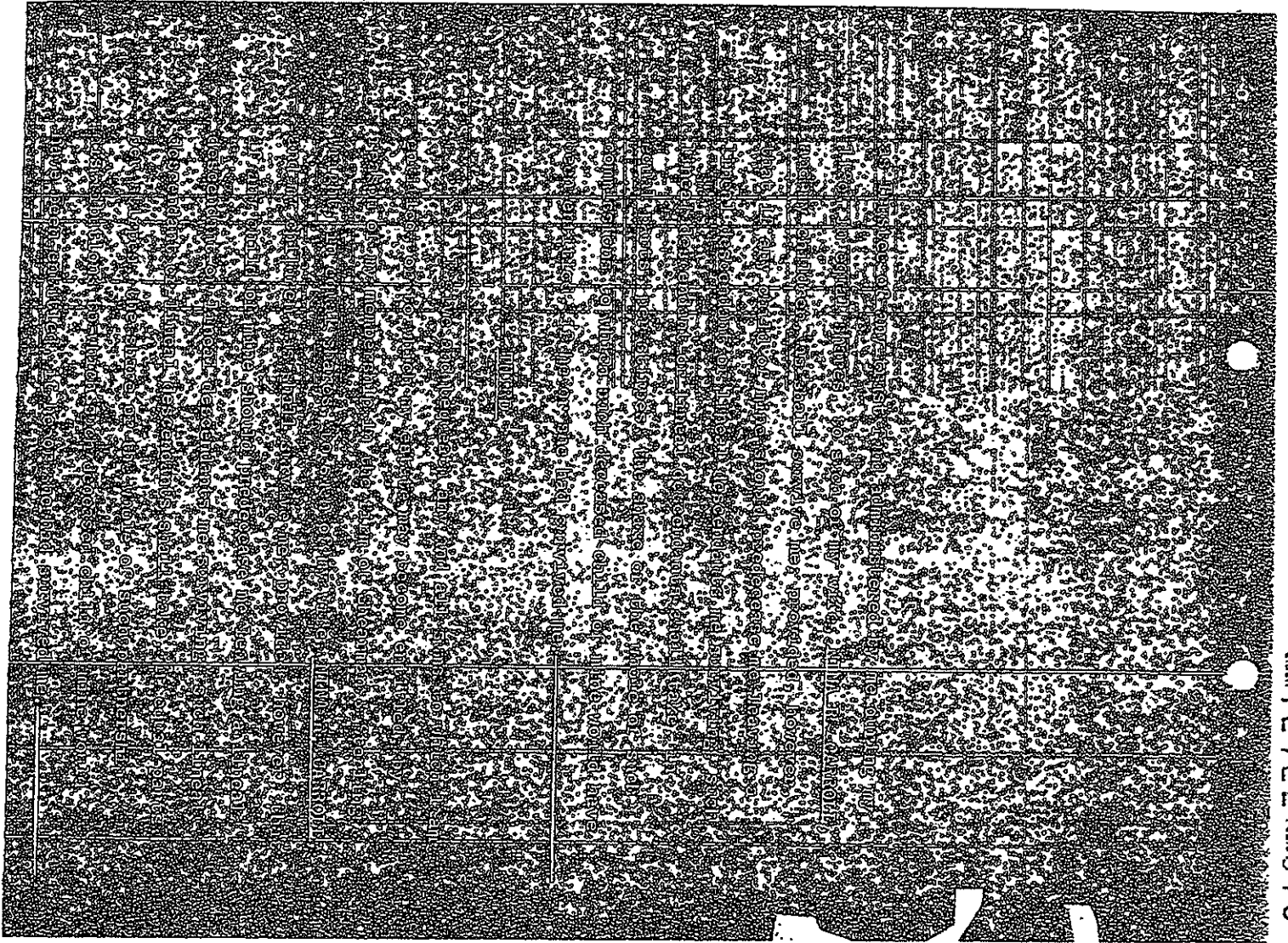
*Wendell Shibbold*

THE FOREGOING INSTRUMENT, on  
the day of the date hereof,  
signed, sealed, published and de-  
clared by WILLIAM A. CHAMBERLAIN, the  
testator, herein named, as and  
for his LAST WILL AND TESTAMENT,  
in the presence of us, who, at his  
request, in his presence and in  
the presence of each other, have  
forwrithe subscribed our names as  
witnesses.

*Charles H. Stewart, Jr. and James Stewart, Jr.  
of P. O. Box 163, Newburg, Va. Co. Clerk of C.*



LIBR 12722 F00312



12722 FOLIO 313





# Orphans' Court for Howard County, Maryland

LIBER 12722 FOLIO 315

FOREIGN PERSONAL REPRESENTATIVE

No. 7808 *Estate of* WILLIAM D. CARROLL

*Date of* NEW YORK, NEW YORK, died FEBRUARY 11, 1982 *testate*

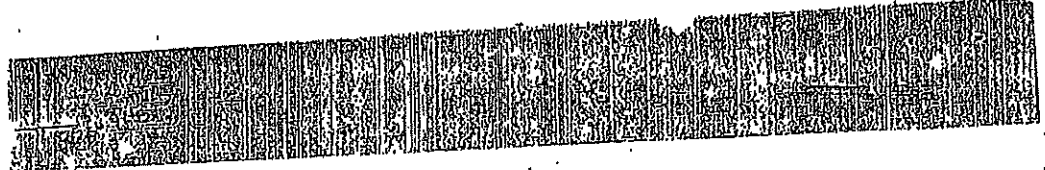
PERSONS TO WHOM LETTERS WERE GRANTED	AMOUNT OF BOND	SURETIES	SOLICITORS
WILLIAM A. CARROLL MARY CARTER CARROLL ZIEGLER JOHN LEE CARROLL 70 COUDERT BROTHERS 80 PARK AVENUE NEW YORK, NEW YORK 10166	n/a	n/a	JOHN C. MURPHY 510 W. Charles Street Baltimore, Maryland 2120 (301) 625-4828

DATE 1990	PROCEEDINGS	NAME OF VOLUME	LIBER No.	FOLIO
22	WILL (CERTIFIED COPY) TWO COPIES (CERTIFIED COPIES) EXEMPLIFIED COPY OF PROCEEDINGS FROM INITIAL APPOINTMENT	ADM PROCEEDINGS		
	RESIDENT AGENT FORMS FOR JOHN LEE CARROLL AND MARY CARTER CARROLL ZIEGLER			
	LIST OF RECIPIENTS OF MARYLAND PROPERTY			
	NOTICE TO CREDITORS			
	APPRAISAL OF MARYLAND ASSETS			
	MARYLAND ESTATE TAX RETURN			
1				
18	Amended Maryland Estate Tax Return			
15	Application by Foreign Per. Rep to Fix Interitance Tax			
5	Notice of Inchoate Lien			
96	FROM DEPT OF TREASURY-IRS- UNITED STATES.			
2	CERTIFICATE DISCHARGING PROPERTY, SUBJECT TO ESTATE TAX LIEN			

MICROFICHE  
JACKETS

*M...*

*C...*



I, NINA RYAN CARROLL, a resident of the City, County and the State of New York, do make, publish and declare this my LAST WILL AND TESTAMENT, hereby revoking all former Wills and Codicils made by me.

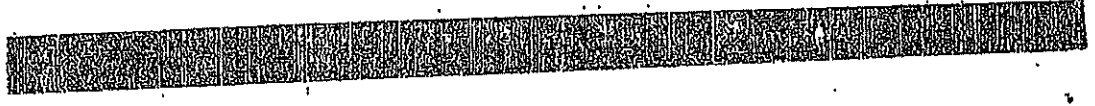
FIRST

By Article TENTH of an Indenture of Trust dated February 18, 1942, between DOROTHY H. RYAN as Grantor, and me, NINA M. RYAN, as Trustee, I am vested with the power to appoint a Successor Trustee to succeed me in the event of my death prior to the termination of the Trust, with all of the rights, duties, powers and immunities conferred upon the Trustees therein by the said Trust Indenture. Pursuant to such power, I hereby appoint my son, PHILIP CARROLL, as Successor Trustee to me with all of the powers, rights and duties possessed by me as Trustee.

SECOND

4642

A. Since my son PHILIP CARROLL now owns the tangible contents of Doughoregan Manor in Howard County, Maryland and is now farming the surrounding acres, I give and bequeath to him, but not by way of limitation, all farm and garden implements, equipment, livestock, and produce, together with all other tangible personal property there located used in connection with the farming operation. But if he is not



living then I give and bequeath the same to his son, PHILIP D. CARROLL; but if he is not living then to the Trustees of the Carroll Trust which is hereinafter provided for in subparagraph (c) of paragraph II of Article Third.

B. I give and bequeath the contents of my apartment at 33 East 70th Street, New York, N.Y. as follows:

1. To my son, PHILIP CARROLL, the two Shakespeare pictures, now in the living room, constituting part of a set at The Manor and all blue, white, gold and red china compotes, dishes, plates, urns, etc., constituting part of a set now at The Manor.
2. To my son, JOHN LEE CARROLL, the painting of The Manor by Felix Kelly now in the library of my apartment.
3. To my children, PHILIP CARROLL, JOHN LEE CARROLL and MARY CARTER CARROLL ZIEGLER, all my furs, jewelry, clothing and other personal effects, to be allocated among them as they should agree among themselves.
4. All the rest and remainder of the contents of my apartment, including, but not by way of limitation, the silverware, glass, china, furniture, pictures, rugs, books, ornaments and all other household goods and furnishings to my children, JOHN LEE CARROLL and MARY CARTER CARROLL ZIEGLER, to be allocated between them as they should agree.

4643

In the event that any child of mine should predecease me, leaving children him or her surviving, then anything in this paragraph B to the contrary notwithstanding, such children shall receive and share equally the articles which my child would have received had he or she survived me.

2

THIRD

In and by Article SECOND of the Last Will and Testament of my late husband, PHILIP A. CARROLL, dated May 9, 1946 together with Article FIRST of the Codicil thereto dated October 16, 1953, both of which were duly admitted to probate in the Surrogate's Court of New York County, New York, I was given a life estate in all of his real property situated in Howard County, Maryland, with all improvements thereon together with a general power to appoint the said property by Deed or Will.

Pursuant to the aforesaid power vested in me, I hereby appoint any and all of the aforesaid CARROLL lands and real property situated in Howard County, Maryland, together with any and all buildings and improvements thereon and appurtenances thereto, and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such real property, and any investment or reinvestment thereof as follows:

4644

I. I appoint Doughoregan Manor House together with about seven hundred and fifty (750) acres, more or less, of the surrounding lands (said house and surrounding lands being hereinafter referred to as "The Manor"), and all buildings and improvements thereon and all appurtenances, constituting that part of the real property lying north of the center line of Paul's Lane extending to the easterly

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boundary of said property, being that portion of said property which was conveyed to PHILIP A. CARROLL, by CHARLES CARROLL, JR., by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H. H. No. 117, Folio 113, to my son, PHILIP CARROLL, if living, or if he does not survive me, to his son, PHILIP D. CARROLL, if living, or, if PHILIP D. CARROLL does not survive me, to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees in trust however to hold and administer as provided in sub-paragraph (c) of paragraph II of this Article Third known as The Carroll Trust.

II. All of the remaining lands and real property in Howard County, Maryland over which I have the aforesaid power of appointment together with all buildings and improvements thereupon erected and all appurtenances and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such property, or any investment or reinvestment thereof and I appoint as follows:

- 4645 (a) I appoint an undivided one-fourth interest therein to my daughter, MARY CARTER CARROLL ZIEGLER, for her own use absolutely, if living, but if she is not living, I appoint the said interest to the trustees of The Ziegler Trust provided for in the following sub-paragraph (b) as an addition to that trust.

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(b) I appoint an undivided one-fourth interest to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees of a trust (The Ziegler Trust) in trust nevertheless to hold, manage, invest and reinvest the same and to collect the income therefrom and to pay or apply the net income at least quarterly to, or to the use of, such members of a class composed of the children of my daughter, MARY CARTER CARROLL ZIEGLER, in such amounts and proportions as my trustees, in their discretion, shall determine from time to time. In disbursing the income the trustees, in their uncontrolled discretion, may pay to, or apply the same to the use of, any one member of the class or apportion it for the benefit of various members of the class to the exclusion of other members in such manner as they shall, from time to time, deem advisable without equality of treatment. Any net income not so distributed shall be added to the principal.

4646

Upon the death of the last surviving descendant of my husband, PHILIP A. CARROLL, living at the time of his death in 1957, or upon the twentieth anniversary of my death, whichever event first occurs, or upon the death of the last survivor of the children of MARY CARTER CARROLL ZIEGLER prior

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thereto; this trust shall terminate and the trustees shall deliver and pay the principal then remaining in equal shares to each of the children of MARY CARTER CARROLL ZIEGLER then living, if any, and to the estate of each deceased child of MARY CARTER CARROLL ZIEGLER.

(c) In the event neither my son, PHILIP CARROLL, nor his son, PHILIP D. CARROLL, shall survive me I appoint an undivided one-half interest to my granddaughter, CAMILLA CARROLL, for her own use absolutely or to her estate if she should predecease me, but if either my aforesaid son or grandson should survive me, then in either such event the above appointment to my granddaughter, CAMILLA CARROLL shall be cancelled and shall be of no effect and in lieu thereof I appoint the aforesaid undivided one-half interest to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees of a trust (The Carroll Trust) in trust nevertheless to hold, manage, invest and reinvest the same to collect the income therefrom, and to pay or apply the net income therefrom at least quarterly to, or to the use of, such members of a class composed of the children of my son, JOHN LEE CARROLL; in such amounts and proportions as my trustees, in their discretion shall determine from time to time. In disbursing the income the Trustees,



in their discretion may pay to, or apply the same to the use of, any one member of the class or apportion it for the benefit of various members of the class to the exclusion of other members in such manner as they shall, from time to time, deem advisable without equality of treatment. Any net income not so distributed shall be added to principal.

Upon the death of the last surviving member of the descendants of my husband, PHILIP A. CARROLL, living at the time of his death in 1957 or upon the twentieth anniversary of my death, whichever event first occurs, or upon the death of the last survivor of the children of JOHN LEE CARROLL prior thereto, this trust shall terminate and the Trustees shall deliver and pay the principal then remaining in equal shares to each of the children of JOHN LEE CARROLL then living if any and to the estate of any deceased child of JOHN LEE CARROLL, provided however that if The Manor be included in said principal then and in that event The Manor shall be conveyed to such male child or children of JOHN LEE CARROLL as the trustees shall designate and to be charged against the distribution share or shares of said male or males so designated.

4648

FOURTH

A large portion of the Maryland real property subject to

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my aforesaid power of appointment is now subject to an easement granted by me to Maryland Historical Trust. Since all of the various parcels of real property subject to my power of appointment are contiguous or nearly so, and have been and now are being maintained and operated as a unit primarily as a farm, it is my wish that the beneficiaries under paragraph II of Article Third herein coordinate their efforts with those of the owner of Doughoregan Manor to the extent that the law allows so that the operation of the various parcels will be devoted to the same enterprise if possible and as much as possible.

FIFTH

I appoint any and all property over which I may have a power of appointment by Will under Article Fifth of the last Will and Testament of my husband, the late PHILIP A. CARROLL, into three equal shares as follows:

I. I appoint one such share to my son, PHILIP CARROLL, absolutely, if he survives me, but if he does not, then to his son, PHILIP D. CARROLL and his daughter, CAMILLA CARROLL, in equal shares but if either predeceases me leaving descendants, such descendants shall take the share which my grandchild would have received had he or she survived me, but if there be none, to his or her estate.

4649

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0324, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

II. I appoint one such share to my son, JOHN LEE CARROLL, absolutely, if he should survive me, or if he should predecease me, to his descendants me surviving, in equal shares per stirpes.

III. I appoint one such share to my daughter, MARY CARTER CARROLL ZIEGLER, absolutely, if she should survive me, or if she should predecease me, to her descendants me surviving, in equal shares per stirpes.

IV. If the appointment of any share of the property over which I have a power of appointment by Will under Article Fifth of said Will of said PHILIP A. CARROLL should lapse or fail then I appoint such lapsed or failed share to the persons entitled to receive the balance of such property under the foregoing provisions of this Article in the proportions which their respective shares bear to each other.

4650

SIXTH

ALL THE REST, RESIDUE AND REMAINDER of my estate of whatsoever kind and wheresoever situated, I give, devise and bequeath as follows:

A. One third (1/3) thereof to my son, PHILIP CARROLL, if living, but if he is not living, then to his son, PHILIP D.

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CARROLL and his daughter, CAMILLA CARROLL, in equal shares, but if either of them be not living, then his or her share shall go to his or her descendants if any, me surviving and if none, then to his or her estate.

B. One-third (1/3) thereof to my son, JOHN LEE CARROLL if living, but if he is not living, to his descendants me surviving in equal shares per stirpes.

C. One-third (1/3) thereof to my daughter, MARY CARTER CARROLL ZIEGLER, if living, but if she is not living, then to her descendants me surviving in equal shares per stirpes.

D. Should any child of mine predecease me, leaving no descendants me surviving, then the share which the child would have received had he or she survived me, I give to my descendants who survive me in equal shares per stirpes.

SEVENTH.

651 I direct that all estate, inheritance and succession taxes including interest assessed against my estate by federal or state governments with respect to property required to be included in my gross tax estate passing by this Will or otherwise shall be charged to and paid out of the principal of my residuary estate without contribution thereto from the persons benefited, but if such taxes exceed my residuary estate after the payment of debts and administration expenses, then and in that event I

direct that the excess tax be charged to the beneficiaries under paragraph II of Article Third herein in proportion to the value of their respective benefits received, such value to be based upon that value assessed in the federal estate tax proceeding in my estate.

EIGHTH

I hereby appoint my sons, PHILIP CARROLL and JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, to be executors of this my Will and I direct that no bond or other security be required of any of them as executors or as trustees of any trust that may come into existence under Article Tenth of this Will.

In and by Article Third I have appointed my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees of the trusts created therein. I direct that neither of them shall be required to file a bond or other security as trustee for the performance of his and her duties as such.

552 In the event of the death, resignation or failure to qualify of any of my aforesaid children as executor or trustee I authorize and empower that child to appoint his or her own substitute trustee or successor trustee. In the absence of such appointment I authorize and empower the other executors or trustees to appoint a substitute or successor executor or trustee as the case may be. Any appointments provided for

herein shall be made in writing and shall be filed in the court where this Will is probated.

NINTH

In addition to the powers vested in them by law, I grant to my executors and to my trustees (as to the latter in addition to the powers set forth in Article FOURTH herein), with respect to any and all property, whether real or personal belonging to me at the time of my death or which may at any time be held by them hereunder, the following powers which may be exercised at any time during the administration of my estate, the continuance of any trust hereunder until actual distribution of all property in their hands:

(1) To retain such property as an investment without regard to the proportion such property or property of a similar character, so held, may bear to the entire amount of my estate, or of the trust in which such property is held, and whether or not the same be within the class of securities in which Trustees are authorized by law or any rule of court to invest trust funds.

(2) To sell such property at either public or private sale for cash or on credit, to exchange such property, and to grant options for the purpose thereof.

4653

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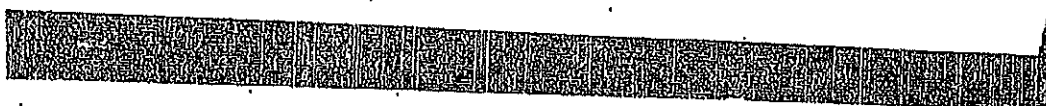
(3) To invest and reinvest in any property, in which a reasonably prudent person would invest, including but not by way of limitation, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, and shares of interests in investment trusts, without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds.

(4) To consent to and participate in any reorganization, consolidation, merger, combination, dissolution, change of capitalization or other changes of corporate structure, or any plan for any such change, and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant thereto.

4654

(5) To deposit any such property with any protective reorganization or similar committee, to delegate discretionary power thereto, and to pay part of its expenses and compensation and any assessments levied with respect to such property.

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(6) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property, and to grant proxies, discretionary or otherwise, in respect thereto.

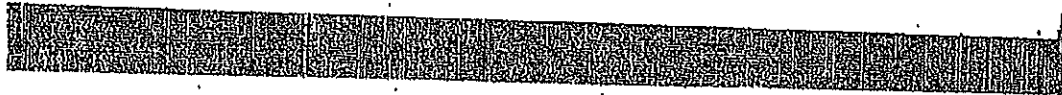
(7) To manage any such real property as if the absolute owner thereof, including but not by way of limitation the power to lease, or grant options to lease the same for any term or terms, although in excess of five years, and although any such terms may extend beyond the period of the trust under this my Will, without application to any court, and to enter into any covenants or agreements relating to the property so leased or any improvements which may then or thereafter be created thereon.

4655

(8) To borrow money, and to pledge or mortgage any such property, for any purpose.

(9) To satisfy any general legacy or any part thereof, including any legacy to themselves as Trustees of the trusts under this Will, in kind; and in the division or distribution of my estate or the trusts under this Will, or any part thereof, including any distribution or payment

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to themselves as Trustees of any trust under this Will, to make partition, division or distribution of property, or such payment, in kind, and for any such purpose to determine the value of any such property, which determination shall, to the extent permitted by law, be conclusive and not subject to review.

(10) To apportion between income and principal charges or expenses incurred by, or taxes assessed against my estate or the trusts hereunder, or to allocate the same wholly to principal or wholly to income, and any such apportionment or allocation shall, to the extent permitted by law, constitute full protection to my said Executors and Trustees with respect to any action taken or payments made in reliance therein.

4656

(11) To appoint agents to set in his or their behalf, and to delegate discretionary powers to such agents.

(12) To extend the time of payment of any obligation at any time owing by or to my estate, or the trusts under this Will and to compromise, settle or submit to arbitration upon such terms as they may deem advisable, or to release with or without consideration, any claim in favor of.

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or against my estate or the trusts under this Will,

(13) To do all such acts, take all such proceedings and exercise all such rights and privileges, although not hereinbefore specifically mentioned, with relation to any such property as if the absolute owner thereof, and in connection therewith to make, execute and deliver any instrument and to enter into any covenants or agreements binding my estate or the trusts under this Will.

In distinguishing between income and principal hereunder, my Trustees shall not be required to amortize premiums paid for trust securities, and all stock and extraordinary dividends shall be treated as principal and added to the trust fund so far as permitted by law.

In the administration of my estate and of the trust hereunder, my Executors and my Trustees are hereby authorized to deposit any securities held by him or them in a custodian account in a bank or trust company, and to cause any such securities so deposited by them to be registered and held in the name of the nominee of such depositary without words indicating fiduciary capacity, and to pay the custodian fees and other charges of such bank or trust company for the custody of such securities, the collection of income and other

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HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0332, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

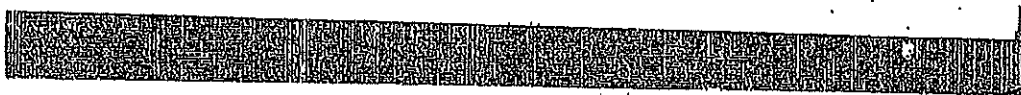
custodian services, and to charge the same against income of the estate, or of the trust as the case may be, and I direct that no part of such charge shall be deducted from or applied against the compensation of my individual Executors or my individual Trustees hereunder.

No one dealing with my Executors or my Trustees shall be obliged to look to the application of any moneys or other properties paid or delivered to my Executors or my Trustees.

TENTH

If at any time any or all the principal of my residuary estate or any property, real or personal, appointed by any other Article of this my Will would, but for the provisions of this paragraph, vest in a minor, then anything hereinabove contained to the contrary notwithstanding, I give, devise, bequeath and appoint such property to my sons, PHILIP CARROLL and JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as Trustees, IN TRUST, to hold, manage, invest and reinvest the same, to collect and receive the income therefrom and of the principal thereof as they in their absolute discretion shall deem advisable for the

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support, maintenance and education of such minor, and to accumulate any income not so applied until such minor shall attain the age of twenty-one years; and upon such minor attaining such age, my Trustees shall transfer and pay over to such minor the principal and accumulated income then in their hands hereunder; or in the event of the death of such minor prior to attaining the age of twenty-one years, my Trustees shall thereupon transfer and pay over the principal and accumulated income then in their hands hereunder to the personal representative of such minor.

In any case, where my Trustees are authorized to make payment to a minor, my Trustees may make application of income or principal to or for the use of such minor either by payment directly to such minor or by payment for the benefit of such minor; to the parent of such minor or to the guardian of such minor or to the person with whom such minor may reside, or by paying the expenses of such minor, to such minor and the receipt of such minor, parent or guardian or such other person for all payments so made or other evidence of such expenditures shall be sufficient to discharge my Trustees from further liability for the amount so paid or expended.

ELEVENTH

Except as expressly provided herein by Article THIRD and FIFTH it is my intention not to exercise by this Will any power of appointment by Will which I may have at the time of my death.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of June 1979.

Nina Ryan Carroll (L.S.)

THE FOREGOING INSTRUMENT, was, on the day of the date thereof, signed, sealed, published and declared by NINA RYAN CARROLL, the Testatrix therein named, as and for her LAST WILL AND TESTAMENT, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

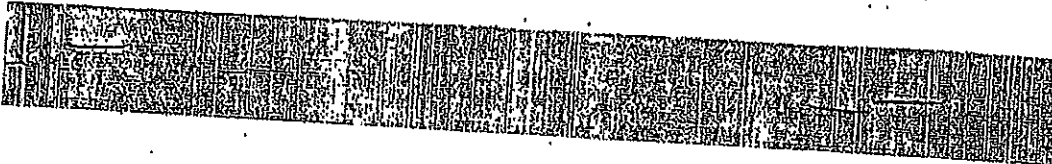
John J. Nugent residing at 31 Greenway Park So  
N.Y. N.Y. 10003  
Shane Brubaker residing at 41 Wanda Hill Drive  
Norwood N.Y. 10553  
Gerard T. Sullivan residing at 119 West Lane  
Stamford Conn 06905

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ORIGINAL ADMITTED TO PROBATE April 15, 1989  
A TRUE COPY of which two codicils  
Robert M. Keane  
CLERK OF COURT  
September 21, 1989

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0334, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

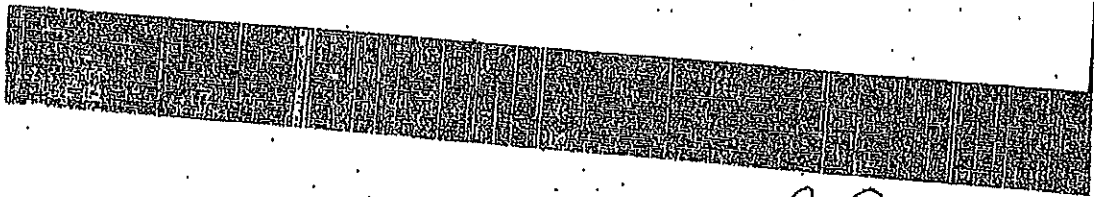


I, Nina Ryan Carroll, a resident of the City, County and State of New York do make, publish and declare this as a Codicil to my Last Will and Testament dated June 4, 1979.

FIRST: I hereby revoke paragraph I of Article Third of my will and declare in its place and stead the following:

(a) I appoint Doughoregan Manor House together with about seven hundred and fifty (750) acres, more or less, of the surrounding lands (said house and surrounding lands being hereafter referred to as "The Manor"), and all buildings and improvements thereon and all appurtenances, constituting that part of the real property lying north of the center line of Paul's Lane extending to the easterly boundary of said property, being that portion of said property which was conveyed to PHILIP A. CARROLL, by CHARLES CARROLL, JR., by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H. H. No. 117, Folio, to my grandson Philip D. Carroll and my granddaughter Camilla Carroll in equal shares as tenants in common. It is my wish that in the event that my granddaughter at anytime be vested with sole ownership of The Manor she will observe the Carroll family tradition that she exchange with some other male Carroll descendant her interest in The Manor for other Howard County realty of then-equal value owned by such other male descendant.

4661 (b) IF neither grandchild survives me, then in that event I appoint The Manor as hereinabove describe to my son Philip Carroll and to his estate.



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HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0336, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

SECOND

As thus amended I hereby ratify and confirm my said Will of June 4, 1979 and declare that the Will and this Codicil together constitute my Last Will and Testament.

In witness Whereof I have hereunto set my hand and seal this 28<sup>th</sup> day of Nov., 1986.

Nina R. Carroll (U.S.)

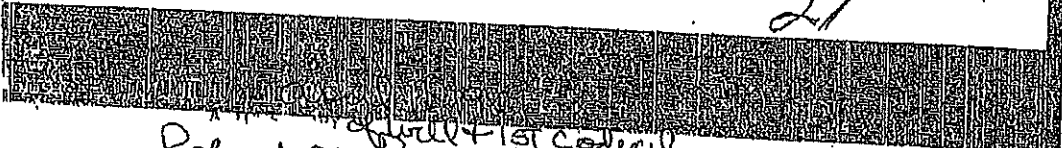
THE FOREGOING INSTRUMENT, was, on the day of the date thereof, signed, sealed, published and declared by NINA RYAN CARROLL, the Testatrix therein named, as and for a codicil to her LAST WILL AND TESTAMENT, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Nancy A. Brady residing at 220 E 96<sup>th</sup> St NY 10128

Bonnie M. Gwalt residing at 1763-2<sup>nd</sup> Ave, NYC NY 10128  
4662

Thomas T. Liberman residing at 710 West Lane  
Stamford, CT 06905

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Robert M. Feaves  
CLERK  
September 21, 1989



SECOND CODICIL  
TO  
LAST WILL AND TESTAMENT  
OF  
NINA RYAN CARROLL

I, NINA RYAN CARROLL, domiciled in the City, County and State of New York, do hereby make, publish and declare this to be the Second Codicil to my Last Will and Testament dated June 4, 1979, as amended by my First Codicil dated November 28, 1986.

I.

I delete the last sentence of Paragraph A of Article SECOND of my said Will and substitute therefor the following:

"But if my son, PHILIP CARROLL, shall not survive me, then I give and bequeath the same to such of his lineal descendants as shall survive me, in equal shares, per stirpes."

II.

I hereby amend Article THIRD of my said Will, as amended by my said First Codicil, in its entirety; Article THIRD shall now read as follows:

4663

"In and by Article SECOND of the Last Will and Testament of my late husband, PHILIP A. CARROLL, dated May 9, 1946, together with Article FIRST of the Codicil thereto dated October 16, 1953, both of which were duly admitted to probate in the Surrogate's Court of New York County, New York, I was given a life estate in all of his real property situated in Howard County, Maryland, with all improvements thereon together with a general power to appoint the said property by Deed or Will.

17.4.

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HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0338, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

"Pursuant to the aforesaid power vested in me, I hereby appoint any and all of the aforesaid CARROLL lands and real property situated in Howard County, Maryland, together with any and all buildings and improvements thereon and appurtenances thereto, and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such real property, and any investment or reinvestment thereof as follows:

"I. I appoint Doughoregan Manor House together with about seven hundred and fifty (750) acres, more or less, of the surrounding lands (said house and surrounding lands being hereinafter referred to as 'The Manor'), and all buildings and improvements thereon and all appurtenances, constituting that part of the real property lying north of the center line of Paul's Lane extending to the easterly boundary of said property, being that portion of said property which was conveyed to Philip A. Carroll, by Charles Carroll, Jr., by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H. H. No. 117, Folio 113, as follows:

"A. If I shall die before January 1, 1990, to such of the lineal descendants of my son, PHILIP CARROLL, as shall survive me, in equal shares, per stirpes, as tenants in common, but if there be none, to my son, PHILIP CARROLL, if he shall survive me.

"B. If I shall not die before January 1, 1990, to my son, PHILIP CARROLL, if he shall survive me, but if he does not, to such of his lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

"II. I appoint all of the remaining lands and real property in Howard County, Maryland, over which I have the aforesaid power of appointment together with all buildings and improvements thereupon erected and all appurtenances and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such property, or any investment or reinvestment thereof, as follows:

4664

"A. An undivided one-fourth interest therein to my daughter, MARY CARTER CARROLL ZIEGLER if she shall survive me, but if she does not, to such of her lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

M.R.S.

"B. An undivided one-fourth interest therein (i) if I shall die before January 1, 1990, to such of the lineal

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descendants of my daughter, MARY CARTER CARROLL ZIEGLER, as shall survive me, in equal shares, per stirpes, as tenants in common; or (ii) if I shall not die before January 1, 1990, to my daughter, MARY CARTER CARROLL ZIEGLER, if she shall survive me, but if she does not, to such of her lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

"C. An undivided one-half interest therein (i) if I shall die before January 1, 1990, to such of the lineal descendants of my son, JOHN LEE CARROLL, as shall survive me, in equal shares, per stirpes, as tenants in common; or (ii) if I shall not die before January 1, 1990, to my son, JOHN LEE CARROLL, if he shall survive me, but if he does not, to such of his lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

"III. Should any child of mine predecease me, leaving no descendant surviving me, then the share which the child would have received had he or she survived me, I give to my descendants who survive me, in equal shares, per stirpes.

"IV. In the event that distribution of the property described in Paragraph I of this Article would be deemed a generation skipping transfer for federal tax purposes, I hereby direct my executors to allocate to said property the One Million Dollars (\$1,000,000) exemption applicable to generation skipping transfers pursuant to Section 2631 of the Internal Revenue Code, as amended. If said distribution would not be deemed a generation skipping transfer for federal tax purposes or to the extent the exemption is not needed to prevent imposition of the generation skipping tax, I hereby direct my executors to allocate said One Million Dollars (\$1,000,000) exemption, or the remaining amount of the exemption, among any property described in Paragraph II of this Article deemed to be generation skipping transfers for federal estate tax purposes in proportion to the value of said property."

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## III.

I amend Article EIGHTH by revoking in its entirety the second paragraph of said Article. I amend the third paragraph of said Article by deleting from the first sentence the phrase, "substitute trustee or successor trustee", and

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substituting therefor the phrase, "substitute or successor executor or trustee".

IV.

I amend the first paragraph of Article NINTH by deleting the phrase "(as to the latter in addition to the powers set forth in Article FOURTH herein)".

V.

I amend the first paragraph of Article TENTH of my said Will by deleting the phrase, "appointed by any other Article of this Will", and substituting therefor the phrase, "appointed by Article FIFTH or SIXTH of this Will".

VI.

I hereby revoke my First Codicil dated November 28, 1986, to my said Last Will and Testament in its entirety being an amendment to Article THIRD which has been wholly restated in this Second Codicil.

4666

VII.

As thus amended, I hereby ratify and confirm my said Will of June 4, 1979 and declare that the Will and this Second

*M.R.C.*

*25*

Codicil together constitute my Last Will and Testament.

In Witness Whereof I have hereunto set my hand and seal this 10 day of April, 1987.

Nina Ryan Carroll (L.S.)  
NINA RYAN CARROLL

THE FOREGOING INSTRUMENT, was, on the day of the date thereof, signed, sealed, published and declared by NINA RYAN CARROLL, the Testatrix therein named, as and for a codicil to her LAST WILL AND TESTAMENT, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Karen Jones residing at 67-66 108<sup>th</sup> St.  
Forest Hills, N.Y.

Nancy Z. Viedt residing at 311 East 72nd St.  
New York, NY

Jim D. Pomeroy residing at 124 West 60<sup>th</sup> St.  
New York, N.Y.

4667

*25*

...not entitled to probate  
...not in control of will + 2nd codicil  
Robert M. Peaves  
CLERK OF COURT  
CERTIFIED September 21, 1989

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

Each of the undersigned, individually and severally, being duly sworn, deposes and says:

The within Codicil was subscribed in our presence and sight at the end thereof by NINA RYAN CARROLL, the within named testatrix, on the 10<sup>th</sup> day of April, 1987, at 33 East 70th Street, Apartment 6F, New York, New York 10021.

Said testatrix at the time of making such subscription declared the instrument so subscribed to be her Codicil.

Each of the undersigned thereupon signed his and her name as a witness at the end of said Codicil, at the request of said testatrix and in their presence and sight and in the presence and sight of each other.

Said testatrix was, at the time of so executing said Codicil, over the age of eighteen years, and, in the respective opinions of the undersigned, of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Codicil.

Said testatrix, in the respective opinions of the undersigned, could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment which would affect her capacity to make a valid Codicil. The Codicil was executed as a single, original instrument and was not executed in counterparts.

Each of the undersigned was acquainted with said testatrix at such time, and makes this affidavit at her request.

The within Codicil was shown to the undersigned at the time this affidavit was made, and was examined by each of them as to the signature of said testatrix and of the undersigned.

The foregoing instrument was executed by said testatrix and witnessed by each of the undersigned affiants

INDEX 12722 FOLD 343

under the supervision of Baron L. Lauer AN  
attorney-at-law.

[Signature]

[Signature]

[Signature]

Severally sworn to before me this  
10th day of April, 1987

[Signature]  
Notary Public

ELaine G. REILLY  
Notary Public, State of New York  
No. 41-871274  
Qualified in Queens County  
Commission Expires May 31, 1989

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ESTATE OF NINA R. CARROLL

The Maryland assets consist of tangible and intangible personal property. The list of recipients under the will and codicils and their relationship is as follows:

Son: Philip Carroll P.R. \*  
3500 Manor Lane  
Ellicott City, Md. 21043

Son: John Lee Carroll P.R.  
215 East 72nd Street  
New York, New York 10021

Daughter: Mary Carter Carroll Zeigler P.R.  
P.O. Box 146  
Free Union, Va. 22940

Grandchildren:

Philip D. Carroll \*  
Apt. 252  
1670 El Camino Real  
Menlo Park, CA 94025

Camilla Carroll \*  
USARU  
APO New York 09053

John Lee Carroll, Jr.  
Box 199  
Queenstown, Md. 21658

Thomas T. Carroll  
215 E. 72nd Street  
New York, New York 10021

Genevieve Anne Carroll  
215 E. 72nd Street  
New York, New York 10021

Natalie Ziegler Zirchky  
920 Kipling Drive  
Atlanta, GA 30318

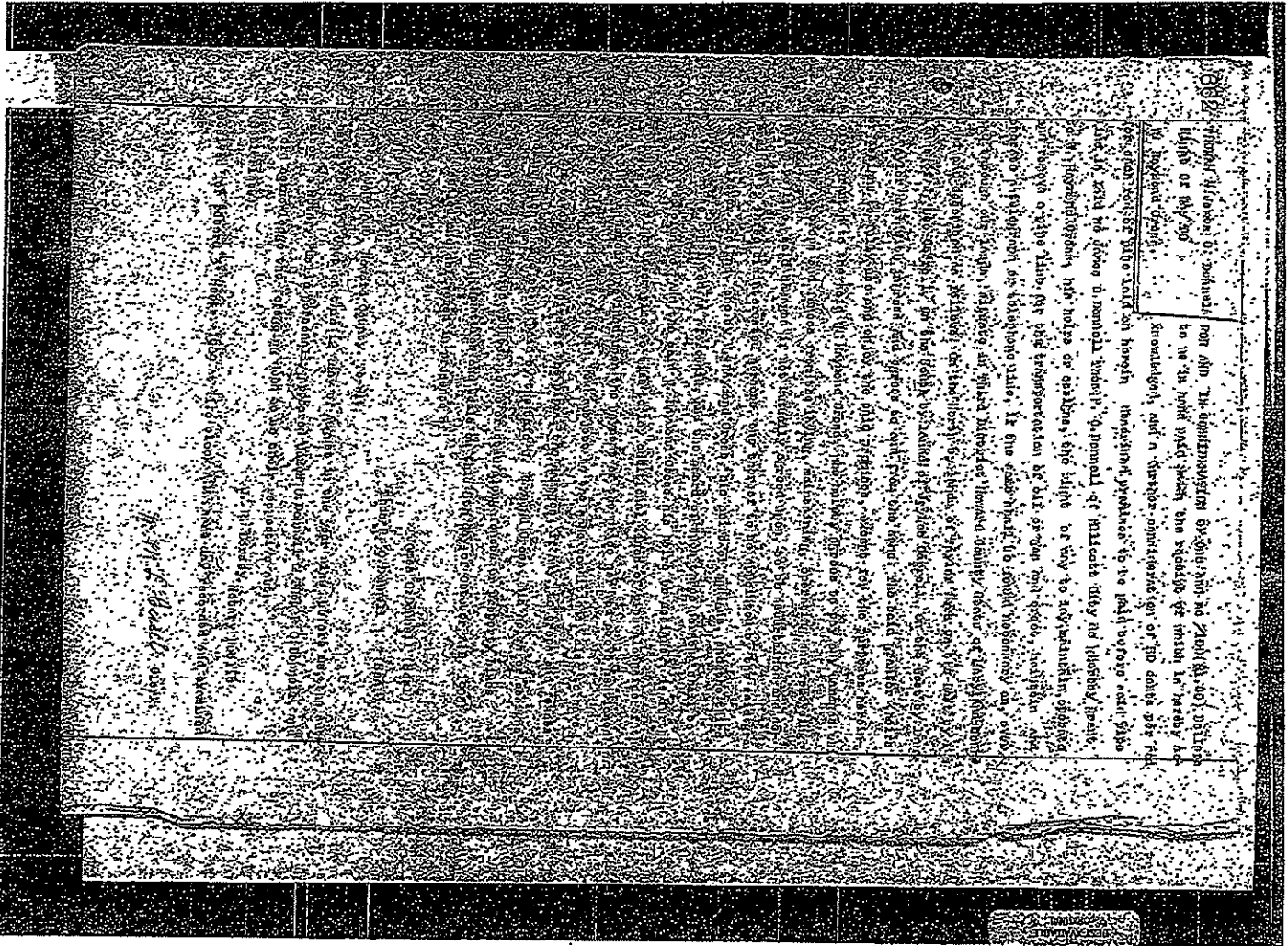
Jessica Ziegler Cardew  
Apt. 3  
322 E. 77th Street  
New York, New York 10021

Sophia Zeigler  
1050 Sanchez St.  
San Francisco, CA 94114

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HO CIRCUIT COURT (Land Records) 1909, Liber WMC 87, folio 062  
MSA CE53-78

LIBER 12722 FOLIO 345





826-542  
LIBER 0826 FOLIO 542

15410

MARYLAND HISTORICAL TRUST  
DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 23<sup>d</sup> day of May 1977, by and between NINA R. CARROLL, Grantor, and the MARYLAND HISTORICAL TRUST, Grantee,

\*\*\* WITNESSETH \*\*\*

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historical, aesthetic and cultural properties, all as is more particularly provided by law; and

WHEREAS, Grantor is the owner, pursuant to the Will of Philip A. Carroll, dated May 9, 1946, and a Codicil thereto dated October 16, 1953, of a life estate and a general power of appointment in improved real property known as Doughoregan Manor, located in the Second and Third Election Districts of Howard County, State of Maryland, which property is hereinafter referred to as the Property and is more particularly described below; and

WHEREAS, the Property, including all the land covered by this easement, has substantial historic, aesthetic and cultural character and importance, and this easement will promote the preservation and maintenance of the Property and its historic aesthetic and cultural character; and

WHEREAS, Grantee has determined that this easement is exclusively for conservation purposes; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer this easement;

NOW, THEREFORE, in consideration of the premises Grantor, as life tenant and in partial exercise of her power of appointment referred to above, gives and conveys to Grantee an easement (hereinafter the "Easement") in all of that certain lot or parcel of land known as Doughoregan Manor, together with all of the improvements thereon and appurtenances, rights, and interests thereunto belonging, the Property being more particularly described as follows:

LIBER 026 FOLIO 543

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Beginning for the same at a cut granite stone heretofore set on the Northern margin of the sixty-six foot wide right-of-way of the Baltimore to Frederick Turnpike Road, the said point being directly opposite Manor Lane, and at the end of the fifteenth or N 70 degrees W 181 perches line of that land, which by deed dated June 7, 1866 and recorded among the Land Records of Howard County in Liber WW 25, folio 316, etc. was granted and conveyed by Charles Carroll and Caroline Carroll, his wife, to Anita Carroll, wife of John Lee Carroll and running with the said road margin and reversely with the said fifteenth line plus a straight line prolongation thereof, with bearings corrected to True Meridian, as now surveyed;

(1) S 73 degrees 02 minutes 48 seconds E 3140.09 feet to intersect the thirteenth outline at 2921.96 feet on said line, thence running reversely with said line and passing over a concrete monument now set on the Southern margin of the said road right-of-way.

(2) S 25 degrees 58 minutes 45 seconds E 2921.96 feet to a concrete monument now set, thence running reversely with the twelfth and a part of the eleventh outlines respectively.

(3) S 21 degrees 10 minutes 35 seconds E 412.58 feet to a granite stone heretofore set, thence

(4) S 87 degrees 17 minutes 37 seconds W 523.99 feet to a granite stone heretofore set at the end of the third line of that land, the said land being a part of the land herein described, which by deed dated November 26, 1867 and recorded among the said Land Records in Liber WW 27, folio 411 etc., was granted and conveyed by Matthias Hammond and Clara Hammond, his wife, to Anita Carroll, wife of John Lee Carroll and running reversely with the said third line

(5) S 07 degrees 19 minutes 03 seconds E 2783.20 feet to a granite stone heretofore set at the end of the ninth or N 62 degrees

LIBER 0826 FOLIO 544

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E 34-3/4 perches line of the aforementioned conveyance from Charles Carroll and wife, thence running reversely with the said ninth line.

(6) S 61 degrees 55 minutes 21 seconds W 642.37 feet to a granite stone heretofore set at the end of the eighth or N 62 degrees E 157.5 perches line of that tract designated as Lot J, Division S and recorded among the Partition Records of Howard County in Liber EPH No. 1, folio 35 etc., and running reversely with the eighth to second line inclusively

(7) S 61 degrees 52 minutes 51 seconds W 2549.50 feet to a large granite stone with the letters CC cut therein, thence

(8) S 27 degrees 49 minutes 20 seconds E 3024.41 feet to a granite stone heretofore set.

(9) S 61 degrees 59 minutes 09 seconds W 180.43 feet to a concrete monument now set,

(10) S 27 degrees 01 minute 31 seconds E 513.33 feet to a granite stone heretofore set,

(11) S 49 degrees 13 minutes 56 seconds W 956.26 feet to a tall granite stone heretofore set,

(12) N 85 degrees 56 minutes 08 seconds W 1573.23 feet to a concrete monument now set,

(13) S 76 degrees 03 minutes 52 seconds W 1021.30 feet to a cut sandstone bearing the letter A cut therein, thence running reversely with the firstly described outline of the said Lot J in combination reversely with the seventeenth or N 76 degrees W 147 perches line plus the sixteenth line of that tract designated as Lot K in the aforementioned Partition Records

(14) S 76 degrees 13 minutes 08 seconds W 3570.74 feet to a stone marked five which is now reset, thence running reversely with the fifteenth and fourteenth outlines of Lot K.

LIBER 026 FOLIO 545

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(15) S 78 degrees 20 minutes W 561.00 feet passing over a stone heretofore set 35.61 feet from the end thereof, to a concrete monument now set on the west edge of an abandoned roadway, thence

(16) N 17 degrees 55 minutes 00 seconds W 2314.65 feet to a concrete monument now set at the point the persimmon tree once stood, thence running reversely with the combined thirteenth and twelfth outlines

(17) N 03 degrees 44 minutes 02 seconds W 354.05 feet to a point in the center of the stream between the abutments of an abandoned bridge site, thence reversely with the eleventh and tenth outlines respectively

(18) N 15 degrees 17 minutes 33 seconds W 165.00 feet to a concrete monument now set,

(19) N 19 degrees 47 minutes 33 seconds W 592.00 feet to an iron pipe heretofore set in the bed of Carroll's Mill Road, the said point also being at the end of the third or S 24-1/2 degrees W 23 perches line of the thirdly described or 20 acres 3 rods and 4 square perches parcel which by deed dated September 15, 1939 and recorded among the said Land Records in Liber BM Jr. No. 164, folio 403 etc. was granted and conveyed by Thomas P. O'Donnell and Ada D. O'Donnell, his wife, to Philip A. Carroll, and running three courses with the said Carroll's Mill Road and with the fourth, fifth and a part of the sixth lines of said third parcel

(20) S 72 degrees 11 minutes 00 seconds W 57.75 feet to an iron pipe now set,

(21) N 87 degrees 49 minutes 00 seconds W 396.00 feet to an iron pipe now set,

(22) N 69 degrees 36 minutes 00 seconds W 206.70 feet to an iron pipe now set at the end of the third or S 26 degrees 50 minutes W 209.10 foot line of that land which by deed dated January 12, 1939 and recorded among the said Land Records in Liber BM Jr.

LIBER 0826 FOLIO 546

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No. 163 folio 258 was granted and conveyed by Thomas P. O'Donnell and Ada D. O'Donnell, his wife, to Isaac Johnson, the said parcel being an exception to the aforementioned thirdly described parcel and not the firstly described parcel as set forth in the said conveyance from O'Donnell to Carroll, thence running reversely with the third and second lines of the Johnson lot

(23) N 21 degrees 54 minutes 00 seconds E 209.10 feet to a concrete monument now set,

(24) N 69 degrees 36 minutes W 209.10 feet to a concrete monument now set at 161.23 feet on the eighth line of the aforementioned thirdly described parcel, thence with a part of the eighth and all of the ninth outlines

(25) N 21 degrees 54 minutes 00 seconds E 610.97 feet to a concrete monument now set on the West edge of a flintstone quarry, thence running with the combined tenth and eleventh outlines, and excluding the said quarry

(26) S 09 degrees 51 minutes 00 seconds E. 176.55 feet to an iron pipe now set, thence with the twelfth and thirteenth lines respectively

(27) E 80 degrees 96 minutes 00 seconds E. 13.20 feet to an iron pipe now set,

(28) S 89 degrees 36 minutes E. 151.80 feet to a concrete monument now set, thence running with the fourteenth line of the said third parcel plus the seventh or N 2 degrees W. 9.8 perches outline of the tract firstly described in the aforementioned conveyance from O'Donnell to Carroll

(29) N 00 degrees 50 minutes 33 seconds E. 628.36 feet to an iron pipe now set in a white oak stump, thence with the eighth, ninth, tenth and eleventh lines of the said firstly described parcel

(30) N 18 degrees 33 minutes 07 seconds W. 112.20 feet to an iron pipe now set in a black oak stump

LIBER 026 FOLIO 41

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(31) N 24 degrees 56 minutes 53 seconds E. 1468.58 feet to a concrete monument now set

(32) S 65 degrees 03 minutes 07 seconds E. 394.22 feet to a stone heretofore set beside a gully,

(33) N 27 degrees 16 minutes 05 seconds E. 653.39 feet to a concrete monument now set at the end of the third or S 27-1/2 degrees E 25-3/4 perches lines of that land, which by deed dated March 31, 1927 and recorded among the said Land Records in Liber H.B.N. No. 129, folio 532, etc. and running reversely with the third, second, and a part of the first outlines of said land

(34) N 32 degrees 28 minutes 55 seconds W. 417.44 feet to a poplar tree

(35) N 42 degrees 41 minutes 06 seconds W. 364.81 feet to a stone heretofore set

(36) N 13 degrees 31 minutes 04 seconds E. 1056.53 feet to a concrete monument heretofore set at the end of the third or S 37-1/2 degrees E. 625 foot line of that land, which by deed dated April 13, 1948 and recorded among the said Land Records in Liber M.W.B. No. 203, folio 483 etc., was granted and conveyed by John Yarrow Eccles, Executor of Will and Codicil of Helen Beatrice Cavendish Moyle Sherer, late of Knightsbridge to Philip A. Carroll and running reversely with the said third line

(37) N 47 degrees 48 minutes 39 seconds W. 634.82 feet to the centerline of Vineyard Road as it is now located and passing over a concrete monument heretofore set on the Eastern boundary of said road, thence running four courses and distances with the said Vineyard Road and reversely with the second line of the said conveyance from Eccles to Carroll

(38) N 57 degrees 55 minutes 48 seconds E. 500.86 feet to the end of the twenty-first or S 56 degrees W 35 perches line of

LIBER 0826 FOLIO 548

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the herein firstly mentioned conveyance to Anita Carroll, thence running reversely with the twenty-first to sixteenth lines of said land inclusively.

(39) N 53 degrees 00 minutes 48 seconds E. 577.50 feet,

(40) N 39 degrees 49 minutes 48 seconds E. 2458.50 feet,

(41) N 26 degrees 15 minutes 48 seconds E. 2376.00 feet

to the center-line intersection of Vinayard Road and the aforementioned Baltimore to Frederick Turnpike Road, thence one course with the centerline of the said Turnpike.

(42) S 82 degrees 36 minutes 44 seconds E. 189.50 feet,

thence

(43) N 14 degrees 06 minutes 44 seconds W. 35.47 feet to the Northern right-of-way margin,

(44) S 82 degrees 36 minutes 44 seconds E. 1394.98 feet to the point of the beginning, containing 2042.28 acres of land, more or less.

Exhibit A hereto consists of 40 pages, and includes as page 1 a schedule (which is recorded with this deed of easement) describing the documents, photographs and other things that are a part of the exhibit and that are filed at the offices of Grantee, that are not recorded herewith but are nonetheless as fully and completely incorporated into this deed of easement as though recorded herewith.

The Easement is subject to any and all presently existing valid encumbrances, easements and rights of way upon the Property.

The Easement shall be of a duration of thirty (30) years from the date hereof and shall then fully terminate. It is an easement in gross and as such is inheritable and assignable and runs with the land as a binding servitude and as an incorporeal property interest in the Property enforceable by Grantee, its

LIBER 0826 FOLIO 49

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successors and assigns with respect to the Property and against Grantor and Grantor's heirs, successors and assigns; and to that end Grantor covenants on behalf of herself, her heirs, successors and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a binding servitude until the date of termination, to do and to refrain from doing upon the Property each of the following stipulations, which contribute to the public purpose in that they aid significantly in the preservation and conservation of the Property:

1. No industrial or commercial activities, with the exception of farming (including the sale of farm products to the public), shall be carried on on the Property, except such as can be carried on from a residential or farm building without alterations to the external appearance of the building.

2. Timberlands shall be managed in accordance with sound forestry practices, and trees may be selectively or clear cut from time to time in such manner as will not permanently alter the character of such lands as forest lands. Notwithstanding the provisions of the preceding sentence, timberland may be cleared for agricultural use or for any construction permitted by paragraph 4 hereof.

3. No dump of ashes, saw-lust, bark, trash, rubbish or any other unsightly or offensive material, except that which is produced by or maintained for agricultural use, may be permitted on the Property visible from the public roads and highways.

4. No building or other structure shall be built or maintained on the Property other than those buildings or structures which are on the date hereof located on the Property as described and depicted in Exhibit A, except as follows:

(a) fences and unpaved roads, when constructed or maintained for agricultural purposes, are not included within the meaning of "building" or "structure" as used herein;



LIBER 0826 FOLIO 550

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(b) any building or structure may be constructed and maintained for agricultural use, including residential houses for workers (including guards) on the Property and garages or other buildings or structures incident to such houses.

(c) no more than eight (8) additional houses may be constructed and maintained on the Property, together with out-buildings and structures reasonably related thereto, including (but not limited to) access roads, wells, barns or stables, garages, swimming pools, tennis courts, garden structures and the like, provided that no such house shall be constructed except for the bona fide personal residential use of one or more of Grantor's lineal descendants, including lineal descendant, by adoption.

5. \*Without the express written permission of the Director of the Maryland Historical Trust (hereinafter the "Officer"), no construction, alteration or remodeling or any other thing shall be undertaken or permitted to be undertaken on the existing structures numbered 1, 3, 4, 5, 7 and 22 on page 4 of Exhibit A which would affect their exterior, as described and depicted in Exhibit A; provided, however, that the maintenance, reconstruction, repair, repainting or refinishing of any of said exteriors, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted without such written permission of the Officer provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not materially alter the appearance thereof as they are as of this date. The term exterior shall include general style and arrangement of such exterior, including the kind and texture of building materials and the type and style of all exterior windows, doors, light fixtures, signs and other similar features, but not the color of paint or other finish.

LIBER 0826 FOLIO 551

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6. Grantor agrees, to the extent reasonably financially feasible, to maintain the Manor House (Exhibit A, p. 4, No. 1) in good, clean and safe condition and shall maintain, repair and administer it to preserve its historic, aesthetic and cultural character and appearance as is described and depicted in Exhibit A; provided, that nothing herein shall require reconstruction if the Manor House is destroyed in whole or in part by casualty loss. This covenant is expressly limited to the Manor House and does not apply to any other improvement on the Property. The obligations of this affirmative covenant are expressly declared not to apply to the existing structures numbered 3, 4, 5, 7 and 22, which are subjected to a negative covenant only in paragraph 5 above.

7. If at any time during the term of this Easement a public highway is proposed to run across the Property between the existing Manor Lane and the eastern boundary of the Property in a generally north-south direction, such public highway may be constructed and maintained if (a) the Officer finds that such highway would be less deleterious to the historic, aesthetic and cultural character of the Property than is the existing Manor Lane, and (b) the public right of way over the existing Manor Lane as it crosses all or substantially all of the Property is surrendered.

8. Grantee shall have the right to enter the Property for the purpose of inspecting the Property to determine whether there is compliance by Grantor with the terms of this Easement, provided that (a) such right may be exercised no more frequently than once every two years, (b) no more than one representative of Grantee shall be entitled to participate in each inspection, and (c) the interiors of all buildings and structures shall be exempt from inspection.

9. Upon any breach of the terms of this Easement by Grantor, Grantee shall have the following rights, which shall be cumulative and shall be in addition to any other rights and remedies available to grantee at law or in equity:

LIBER 826 FOLIO 552

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(a) to require restoration of the Property to the condition required by this Easement;

(b) to enjoin any breach or enforce any covenant hereof by ex parte, interlocutory, and final injunction; and

(c) to recover compensatory damages for any breach, which damages shall be applied to restoration of the Property to the condition required by this Easement.

No failure on the part of the Grantee to enforce any covenant or provision herein nor the waiver of any right hereunder by Grantee shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in event of a subsequent breach or default.

10. In any event where the terms of this Easement require the consent of the Officer, such consent shall be requested by notice to the Officer and consent shall be deemed to have been given within forty-five (45) days after receipt of notice by the Officer unless the Officer gives notice to Grantor of specific reason for disapproval. In any event where the Officer gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by notice to the Officer given within forty-five days of receipt of notice of disapproval from the Officer.

11. Any notice required to be given by this Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, addressed to the Officer, as follows:

Director  
Maryland Historical Trust  
Shaw House  
21 State Circle  
Annapolis, Md. 21401

LIBER 08,26 FOLIO 553

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or to the Grantee or the Officer at such other address as the Officer may from time to time designate by notice to Grantor. Any notice given in the foregoing manner shall be deemed to have been given when deposited with the United States Post Office.

12. This Easement is for the purpose of promoting and shall be construed so as to promote the purposes of the statutes creating and governing Grantee and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property.

13. Grantee agrees that it will hold the Easement exclusively for conservation purposes, i.e., that it will not transfer the Easement in exchange for money, other property, or services.

TO HAVE AND TO HOLD unto the Maryland Historical Trust, its successors and assigns, for thirty years.

Witness the following signatures and seals,

WITNESS:

GRANTOR:

[Signature]

Nina R. Carroll (SEAL)

WITNESS:

GRANTEE:

[Signature]

Maryland Historical Trust

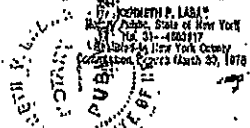
BY [Signature] (SEAL)  
ITS DIRECTOR

STATE OF New York, NY COUNTY, to wit:

I HEREBY CERTIFY that on this 23 day of May, in the year '77, before the subscriber, personally appeared Nina K. Carroll and acknowledged the foregoing deed to be her act.

[Signature]  
Notary Public

My commission expires: 3-30-78



09E0826 FOLIO 554

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STATE OF MARYLAND Anne Arundel COUNTY, to wit:

I HEREBY CERTIFY that on this 1 day of June,  
in the year 77, before the subscriber, personally appeared  
Orwin C. Falboff, Director of the Maryland Historical Trust,  
and acknowledged the foregoing deed to be the act of said Trust.



Shirley P. Kirby  
Notary Public

My commission expires: 7/1/78

Approved to legal form and sufficiency  
this 21st day of May, 1977.

DiOCCA  
ASSISTANT ATTORNEY GENERAL

LIBER 12722 FOLIO 359

LIBER 0826 FOLIO 555

SCEDULE OF EXHIBIT A

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DEVELOPER: MANOR BILLYON CRY HOWARD COUNTY	SIGNED: SCALE: PREPARED: 5/17 MARYLAND HISTORICAL TRUST	GRANTEE: NORTH
SIGNED ORIGINAL ON FILE WITH THE M.H.T. GRANITOR		







LIBER 026 FOLIO 55B

# 1340

LIST OF EXISTING STRUCTURES

BUILDINGS:

- 1. Manor House
- 2. Accompanying Building, Pool, Tennis Court
- 3. Large Horse Barn (L-shaped) and Barrack (Horse barn complex)
- 4. Manager's House
- 5. Old Office, now apartments
- 6. Old Shop (apartments)
- 7. Stone Spring House
- 8. Old Machine Shed (frame)
- 9. Small Machine Shed, next to old office
- 10. Combination Hay and Corn storage building
- 11. Attached shed to above
- 12. Brick Shop Building
- 13, 14, 15. Three Silos (Two with roof, one without)
- 16. Large Pole Barn - used now as Machine Shed
- 17. Block and metal Dairy Building, not in use
- 18. Large Stone Building - in poor repair
- 19. Gate House (stone)
- 20. Old Bath House

TENANT HOUSES:

- 21. No. 3421 - Frame two-story
- 22. No. 3425 - Stone and frame two-story
- 23. No. 3429 - Frame two-story
- 24. No. 3433 - Frame two-story
- 25. No. 3445 - Brick two-story
- 26. No. 3457 - Rancher - frame construction
- 27. No. 3461 - Stone two-story
- 28. No. 3526 - Old Frame two-story
- 29. No. 3536 - Frame two-story
- 30. No. 4288 - Frame - two-story
- 31, 32, 33. On Mill Road, west side of Manor Lane - House and two (7) barn buildings
- 34, 35, 36. On Mill Road, east side of Manor Lane - 2-story stone and frame house, and two (7) small buildings

Notes: Over 1000 sq ft of stone buildings, incl. 2 barns  
shown on map of 1877 (Annapolis, Md. # 1401)

DOUGHBEGAN MANOR  
ELLYCOTT CITY  
HOWARD COUNTY

EASEMENT EXHIBIT NO. A, page 4 of 40

LIST OF EXISTING STRUCTURES

SCALE:  
PREPARED: 5/77 JAC  
MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE

NO CIRCUIT COURT (Land Records) 1981, Liber CMP 1047, folio 0333  
MSA CE53-1033

LIBER 1047 FOLIO 333 (10/03 5/7/80) R/W 31500

RIGHT OF WAY AGREEMENT

The undersigned hereby grants to BALTIMORE GAS AND ELECTRIC COMPANY, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain electric and telephone lines, including the necessary poles, appurtenances, electric, telephone and other wires, anchors, guys, conduits, cables, street lights and equipment in, over, under and through the property of the undersigned situated on the east side of Manor Lane north and south of Carroll Hill Road being known as 3041 Manor Lane  
in 3rd District, Howard County and acquired from

PHILIP A. CARROLL  
by deed dated MAY 9, 1946 and recorded among the Land Records of Howard County in Liber R. L. P. No. 11, folio 303.

Together with the right to have access at all times to the lines, to construct, operate and maintain appurtenances, including wires between any poles and from the nearest pole to any building and also, to lay or cut down trees adjacent to the wires to provide ample clearance. No buildings or structures are to be erected under or over the lines.

The lines are to be located beginning at Manor Lane opposite the north side of Carroll Hill Road and extending in an easterly direction approximately 1360 feet.

Grantor also grants and conveys to the Company free and clear of all encumbrances, for value received, the existing pole line on grantor's property."

WITNESS MY hand and seal this 20th day of MAY 1980.

WITNESS: Anna R. Carroll (REAL)  
ANNA R. CARROLL

STATE OF MARYLAND } TO WIT  
County of NY }

I HEREBY CERTIFY, that on this 20th day of MAY 1980 before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Howard, personally appeared ANNA R. CARROLL

said act and deed and acknowledged the foregoing agreement to be her own act and deed and that she executed the same voluntarily and without duress, fraud, or coercion.

WITNESS my hand and Notarial seal.  
KENNETH P. JARVIS

and in my presence signed and sealed the same.

500  
B. G. C. G.  
c/o 401 Kent St.  
P.O. Box 1475  
Baltimore, Md. 21203

NOTARY PUBLIC  
KENNETH P. JARVIS  
Notary Public, State of Maryland  
Commission Expires 12/31/81

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0333, MSA CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0364, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

LIBER 12722 FOLIO 364

HO CIRCUIT COURT (Land Records) 1981, Liber CMP 1051, folio 0633  
MSA CE53-1037

(Old) 3/26/81 R/W 31500 34

RIGHT OF WAY AGREEMENT

The undersigned hereby grant to BALTIMORE GAS AND ELECTRIC COMPANY, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain electric and telephone lines, including the necessary poles, crossarms, electric, telephone and other wires, anchors, guys, rods, cables, steel lights and equipment (a, over, under and through the property of the undersigned situated on the west side of Manor Lane south of Carroll Hill Road being known as 4888 Manor Lane in 3rd District, Howard County and acquired from

LIBER 1051 FOLIO 633

Phillip A. Carroll Will  
by deed dated May 9th, 1986 and recorded among the XXXX Records of Howard County in Liber R.L.P. No. 11, folio 303

Together with the right to have access at all times to the lines (to be adjacent property) along wires between any poles and from the nearest pole to any building) and also, top, or cut down trees adjacent to the wires to provide ample clearance. No buildings or structures are to be erected under or over the lines.

The lines are or are to be located beginning at Manor Lane approximately 4705 south of Carroll Hill Road at Baltimore Gas and Electric Company pole now numbered 270015 and extending in a westerly direction approximately 1520 feet.

"Grantor also grants and conveys to the Company free and clear of all encumbrances, for value received, the existing pole line on grantor's property."

WITNESS my hand and seal this 29<sup>th</sup> day of MARCH 1986

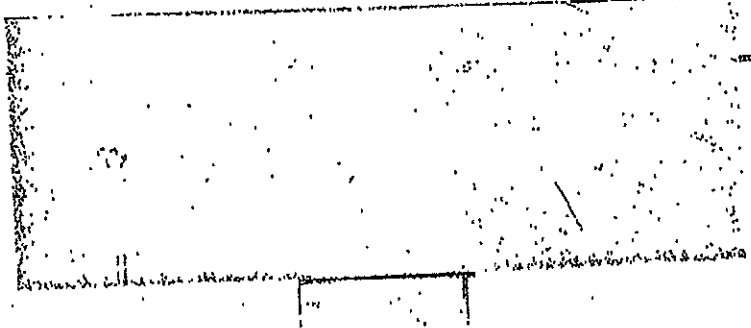
WITNESS: John Z. Currell Maia R. Carroll (SEAL)  
Maia R. Carroll  
NEED FEE 5.00  
10666 H  
BOOK 12710 PAGE 105/571

STATE OF MARYLAND TO WIT:  
County of Howard  
I HEREBY CERTIFY, that on this 29<sup>th</sup> day of March 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Howard, personally appeared Maia R. Carroll

and acknowledged the foregoing agreement to be her act and deed, and said act and deed was made without monetary consideration.

WITNESS my hand and Notarial seal.

Ellen C. [Signature]  
Notary Public  
Maryland  
Room 20, Ball's Blau & Clatter, O.  
Room 401, Front St.  
P.O. Box 1474  
Baltimore, Md 21203



LIBER 10295 FOLIO 058

Subdivision No. RE-06-02

**DEED OF PRESERVATION EASEMENT**

006280  
209

THIS DEED OF PRESERVATION EASEMENT ("Preservation Easement") made this 4<sup>th</sup> day of October, 2006, by and between PHILIP CARROLL also known as Philip D. Carroll and CAMILLA CARROLL, individuals residing in Howard County, Maryland, having an address at 3500 Manor Lane, Ellicott City, Md, (the "Grantor") and THE HOWARD COUNTY CONSERVANCY, INC., a Maryland corporation and HOWARD COUNTY, MARYLAND, a body corporate and politic (hereinafter collectively referred to as the "Grantees").

**WITNESSETH:**

MDR 1002  
Oct 12 2006 01:14 PM

WHEREAS, The Howard County Conservancy, Inc. is a not-for-profit tax exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Service Code and is established to promote the preservation and protection of natural resources within Howard County, Maryland; and

WHEREAS, Howard County, Maryland is a body corporate and politic which is authorized pursuant to the Howard County Zoning Regulations to be the grantee of a preservation easement in the RC District (Rural Conservation); and

WHEREAS, the Grantees have been designated as two of the entities which may be parties to the Preservation Easement in accordance with the Howard County Zoning Regulations; and

WHEREAS, Grantor owns in fee simple 75 acres, more or less, of certain real property situate, lying and being in the Second Election District of Howard County, Maryland known as Parcel 71 on Tax Map 23 as shown on a Final Record Plat entitled, "Density Sensitive Property of Philip Carroll and Camilla Carroll" and recorded as Plat No. 12722 among the Plat Book Records of Howard County, Maryland (the "Property"); and

WHEREAS, in consideration of the privilege of subdivision, the Grantor is willing to grant a perpetual preservation easement on a portion of the Property pursuant to the Howard County Zoning Regulations and Subdivision and Land Development Regulations applicable to cluster subdivisions within the RC District (Rural Conservation), whereby the Grantor restricts and limits the use of that portion of the Property shown and described as Preservation Easement, consisting of 75 acres of land, more or less, as shown on the aforesaid Final Record Plat ("the Preservation Parcel"), pursuant to the terms and conditions, and for the purposes hereinafter set forth, and Grantees are willing to accept such preservation easement as to the Preservation Parcel; and

WHEREAS, Grantor and Grantees have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Preservation Parcel, and, except as hereinafter provided, preventing the use or development of the Preservation Parcel for any purpose or in any manner that would conflict with the maintenance of the Preservation Parcel in its open-space conditions; and

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0365, MSA CE 53\_12713. Date available 10/01/2010. Printed 06/04/2020.

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0366, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

LIBER 12722 FOLIO 366

LIBER 10295 FOLIO 059

WHEREAS, the Grantor and the Grantees acknowledge and agree that the primary purpose and use of the Preservation Parcel is Farming.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantees forever and in perpetuity a Preservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Preservation Parcel.

The purpose of this Preservation Easement is to preserve and protect the environment of the Preservation Parcel and to maintain permanently the open-space values of the Preservation Parcel and the dominant scenic, historic, cultural, rural, agricultural, woodland and wetland character of the Preservation Parcel.

To achieve these objectives, the following conditions and restrictions are set forth:

ARTICLE I.

1. As used in this Preservation Easement, the term "Grantor" means the Grantor, its personal representatives, heirs, successors and assigns and any other person(s) or entity(ies) now or hereafter having a legal interest in the fee simple title to the Preservation Parcel.

2. As used in this Preservation Easement, the term "Grantees" means the Grantees and their respective personal representatives, heirs, successors and assigns and any other person(s) or entity(ies) now or hereafter having a legal ownership interest in and benefit of the easement granted herein.

ARTICLE II. DURATION OF EASEMENT

This Preservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article IX and runs with the land as an incorporeal interest in the Preservation Parcel, enforceable with respect to the Preservation Parcel by Grantees against Grantor.

ARTICLE III. PERMITTED USES AND ACTIVITIES

Those uses permitted on the Rural Conservation (RC) Preservation Parcels, principal uses permitted as a matter of right, accessory uses and conditional uses, pursuant to the Howard County Zoning Regulations, Section 104 as of July 12, 2001, are permitted, except to the extent such use is prohibited in Article IV hereof. Any other uses, which become permitted uses in RC Preservation Parcels pursuant to any amendments to the Howard County Zoning Regulations subsequent to July 12, 2001 shall require the prior written approval of both Grantees. Grantor and Grantees understand, stipulate, and agree that all principal uses permitted as a matter of right and all accessory uses are compatible uses and, further, that the compatibility of any conditional uses with the aforesaid uses will be determined on a case-by-case basis by the Howard County Board of Appeals upon petition for approval of a particular conditional use.

In addition, the Grantor is permitted on the Preservation Parcel:

- (i) To construct, improve, repair, restore, alter, remodel, and maintain all structures, including accessory structures, designed for the purpose of serving the permitted uses of the Preservation Parcel identified in the Howard County Zoning Regulations; and
- (ii) To construct and maintain reasonable means of access to all permitted uses and structures both within and outside of the Preservation Parcel; and
- (iii) If the Property is served by a shared sewage disposal facility, to install and use a shared subsurface wastewater disposal field, reserve fields and collector pipes in accordance with the terms of this Preservation Easement and the developer agreement and declaration of covenants executed by the Grantor.

**ARTICLE IV. PROHIBITED AND RESTRICTED ACTIVITIES**

The following uses and activities are prohibited and/or restricted on the Preservation Parcel:

1. Industrial uses, and commercial or residential uses other than those enumerated in Section 104 of the Zoning Regulations are prohibited on the Preservation Parcel unless any such use becomes permitted by amendments to the Zoning Regulations subsequent to July 12, 2001 and prior written approval of both Grantees is given.

2. Display of billboards, signs or advertisements is prohibited on or over the Preservation Parcel, except (a) to state solely the name and/or address of the Preservation Parcel and/or the owners; (b) to advertise the sale or lease of the Preservation Parcel; (c) to advertise the sale of goods or services produced by permitted uses on the Preservation Parcel; or (d) to commemorate the history of the Property, its recognition under state or federal laws; provided that no sign or billboard on the Preservation Parcel shall exceed four feet by four feet. Multiple signs shall be limited to a reasonable number, shall be placed at least 50 feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations.

3. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other materials on the Preservation Parcel is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (a) as reasonably necessary for agriculture and silviculture on the Preservation Parcel or (b) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Preservation Easement and means of access.

4. Excavating, dredging, mining, or removing loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (a) for the purpose of combating erosion or flooding, (b) for agriculture and silviculture on the Preservation Parcel, or (c) for the construction and/or maintenance of permitted structures, homesites, means of access and wildlife habitat.

5. Diking, draining, filling or removing wetlands is prohibited without the advance written approval of both Grantees.

6. Managing and harvesting of all forested areas on the Preservation Parcel shall be in accordance with the Maryland Forest Practices Guidelines or comparable provisions of any guidelines or regulations which may replace the Forest Practices Guidelines in the future or as they may be amended from time to time.

7. No building, facility, or other structure shall be constructed on the Preservation Parcel after the date of execution of this Preservation Easement, except for that which is permitted in Article III hereof.

8. The total number of residential structures (including but not limited to principal dwelling units, farm tenant houses, mobile homes, caretakers' dwellings and accessory apartments) on the Preservation Parcel shall not exceed None.

9. If a shared subsurface wastewater disposal field, reserve fields and collector pipes are located on the Preservation Parcel, the following restrictions apply to that area of the Preservation Parcel where such fields and pipes are located:

(a) structures are prohibited, except that the Howard County Health Department may approve the installation of playground or athletic equipment of types which do not affect the operations or performance of the shared sewage disposal facility.

(b) earth moving, grading and other land disturbing activities are prohibited unless prior written approval by Howard County is given.

(c) coverings or toppings such as gravel, asphalt or concrete, which impede the growth of vegetation, are prohibited.

(d) the cultivation of crops (other than hay) or other farming practices which may disturb the soil are prohibited unless prior to written approval by the Maryland Department of the Environment ("MDE"), the Howard County Health Department and Howard County Soil Conservation Service is given.

(e) planting of trees is prohibited. Existing trees need only be removed prior to the installation of the original and reserve subsurface wastewater disposal fields if required by the Howard County Health Department.

10. The further subdivision of the Preservation Parcel is prohibited.

#### ARTICLE V. PRESERVATION PARCEL DESCRIPTION

1. The location and size of the Preservation Parcel is 75 acres of land, which is shown and described as Preservation Easement on a Final Record Plat entitled "Density Sending Plat Property of Phillip Carroll and Camilla Carroll" and recorded as Plat No. 18570 among the Plat Book Records of Howard County, Maryland.

2. The existing improvements on the Preservation Parcel consist of None. In the event that either The Howard County Conservancy, Inc. ("Conservancy") or the Audubon Society of Central Maryland, Inc. ("Audubon Society") is a Grantee of this Preservation Easement, color slides and aerial photographs of the Preservation Parcel obtained at the time of execution of this Preservation Easement shall be kept on file with the Conservancy and/or the Audubon Society, as appropriate, or their respective successors-in-interest in perpetuity. The color slides and aerial photographs shall be utilized to confirm the conditions existing at the time that this Preservation Easement is executed and shall be operative between the parties for such purposes.

ARTICLE VI. MAINTENANCE

1. Grantor shall be responsible for the maintenance of the Preservation Parcel consistent with the terms and conditions of this Preservation Easement.

2. In the event that the Audubon Society is a Grantee of this Preservation Easement, Grantor shall develop a maintenance plan for the Preservation Parcel in consultation with and agreed to by the Audubon Society in order to ensure that the Preservation Parcel is maintained to benefit wildlife and natural habitats.

3. Grantor shall establish and maintain a vegetative buffer strip along the N/A River (Creek, etc.). The minimum width of the buffer strip shall be seventy-five (75) feet along the N/A River (Creek, etc.), except as may be reasonably necessary for (a) forest or wildlife management; (b) recreational water uses and associated structures; (c) hunting, fishing, or trapping; or (d) access to water. Manure and compost shall not be stored within seventy-five (75) feet of streams. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within seventy-five (75) feet of streams.

4. All rights reserved by Grantor or activities not prohibited by this Preservation Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open space character of the Preservation Parcel.

ARTICLE VII. ENFORCEMENT

1. Upon any breach of the terms of this Preservation Easement by Grantor, Grantees may, after reasonable notice to Grantor, require that the Preservation Parcel be restored promptly to the condition required by this Preservation Easement. In addition, each of the Grantees shall have the independent right to enforce, by any proceeding at law and/or in equity, all restrictions, covenants, conditions and provisions of this Preservation Easement. Grantees' aforesaid remedies shall be cumulative. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the aforesaid restrictions, covenants, conditions or and provisions cannot be adequately remedied by action at law or exclusively by recovery of damages.

2. No failure on the part of Grantees to enforce any covenant or provision hereof shall be deemed a waiver of the right to do so thereafter, nor shall a failure to enforce discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantees to

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0369, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.



3. Grantees, their directors, officers, employees, contractors and agents, have the right, after reasonable notice to the record owner of the Preservation Parcel, to enter the Preservation Parcel at reasonable times for the purposes of: (i) inspecting the Preservation Parcel to determine whether the Grantor is complying with the terms, conditions and restrictions of the Preservation Easement; and (ii) remediating any damage to the Preservation Parcel resulting from Grantor's breach of any of the aforesaid terms, conditions and restrictions. Further, if a shared subsurface wastewater disposal field is located on the Preservation Parcel, Howard County and representative of MDE have the right to enter the Preservation Parcel for the purpose of inspecting, maintaining, repairing and replacing the shared sewage disposal facility serving the Property; provided, that Howard County and/or MDE shall be required to give notice to Grantees prior to undertaking any construction. The Grantees and MDE shall coordinate inspection visits to the Preservation Parcel and shall coordinate written and oral communications to the Grantor in response to all of the foregoing inspections. This right of inspection does not include access to the interior of buildings and structures. The Grantees shall not be deemed guilty of any manner of trespass for any such entry, remediation, inspection, maintenance, repair or replacement.

4. If Grantor is found to have breached any of Grantor's obligations under this Preservation Easement, Grantor shall reimburse Grantees for any costs and expenses incurred by Grantees in enforcing the terms of this Preservation Easement, including but not limited to court costs and reasonable attorney's fees, and in remediating any damage to the Preservation Parcel pursuant to Paragraph 3, above.

5. The Grantor agrees to indemnify, hold harmless and defend each of the Grantees, its directors, officers, employees, contractors and agents from and against any and all claims, actions, demands, damages, liability and expenses in connection with loss of life, personal injury, bodily injury and/or damage to or loss of property that arises from the exercise by any Grantee of the right-of-entry granted herein and any activity undertaken on the Preservation Parcel in connection therewith; provided, that no Grantee shall be indemnified, held harmless or provided the cost of a defense by the Grantor for claims, actions, demands, damages, liability and expenses arising from that Grantee's own negligent act or omission, or that of its directors, officers, employees, contractors and agents.

6. Each Grantee has independent authority to enforce the provisions of this Preservation Easement and may do so in its sole and absolute discretion; provided, that such authority shall not be deemed to create an obligation to enforce, above and beyond the enforcement obligations conferred on Howard County by law. In the event that any Grantee does not agree as to whether the Preservation Easement terms are being met, any Grantee may proceed, with reasonable advance notice to the other Grantee and the Grantor, with enforcement actions without the consent of the other Grantee.

**ARTICLE VII. PUBLIC ACCESS**

The granting of this Preservation Easement does not convey to the public the right to enter the Preservation Parcel for any purpose other than using any trails or other public recreational facilities which now or hereafter exist on the Preservation Parcel as a permitted Public use pursuant to Article III of this Preservation Easement.

ARTICLE IX. MISCELLANEOUS

1. Each of the Grantees may assign, upon prior written notice to Grantor, its rights under the Preservation Easement to Howard County, Maryland Environmental Trust ("MET"), Maryland Historical Trust ("MHT"), any land conservation organization that has been approved by resolution of the Howard County Council, or an incorporated homeowners' association and only with assurances that the purposes of this Preservation Easement will be maintained; provided, that there shall always be two Grantees or assignees. If any Grantee or assignee shall abandon this Preservation Easement or the rights and duties of enforcement herein set forth, or be dissolved and the terms of the dissolution fail to provide a successor, then such Grantee or assignee shall assign its rights to Howard County, MET, MHT, any land conservation organization that has been approved by resolution of the Howard County Council, or an incorporated homeowners' association; provided, that there shall always be two Grantees or assignees. In the event that such Grantee or assignee fails to make the aforesaid assignment, then, Grantor, its successor and/or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee; provided, that there shall always be two Grantees or assignees. Any such successor shall be Howard County, MET, MHT, a land conservation organization that has been approved by resolution of the Howard County Council, or an incorporated homeowners' association. No assignment may be made by the Grantees or assignees of their rights under this Preservation Easement unless such Grantees or assignees, as a condition of such assignment, require the assignee to carry out the preservation purposes of this Preservation Easement.

2. Grantor shall notify Grantees in writing of the names and addresses of any party to whom the Preservation Parcel is to be transferred at or prior to the time said transfer is consummated. Grantor further agrees to make specified reference to this Preservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property or Preservation Parcel is conveyed.

3. The provisions of this Preservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Preservation Parcel.

4. This instrument sets forth the entire agreement of the parties with respect to the Preservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Preservation Easement. Any amendments to this Preservation Easement shall be in writing, signed by each of the parties. If any provision is found to be invalid, the remainder of the provisions of this Preservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5. Grantees shall record this instrument in timely fashion in the land records of Howard County, Maryland and may re-record it at any time as may be required to preserve their rights under this Preservation Easement.

6. Any notices by Grantor to Grantees pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to: The Howard County Conservancy, Inc., P.O. Box 175, Woodstock, Maryland 21163 and Howard County, Maryland, c/o Director, Department of Planning and Zoning, 3430 Court House Drive, Ellicott City, Maryland 21043 or to such other addresses as Grantees may establish in writing on notification to Grantor.

7. In any case where the terms of this Preservation Easement require the consent of Grantees, such consent shall be requested by notice to Grantees. Such consent shall be deemed to have been given unless within forty-five (45) days after receipt of notice Grantees mail notice to Grantor of disapproval and the reason therefore.

8. This Preservation Easement does not in any manner prohibit or otherwise restrict MDE from enforcing the requirements of COMAR 26.04.05, or any amendments thereto, and any other laws and regulations governing on site water and sewage disposal systems.

9. Neither the Conservancy nor the Audubon Society shall be subject to any claims for damages as a result of or in connection with this Preservation Easement or the exercise of or failure to exercise its rights hereunder. Each shall only be subject to claims for equitable relief.

**TO HAVE AND TO HOLD** unto Phillip Carroll, Camilla Carroll and The Howard County Conservancy, Inc. their successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor and Grantees, their personal representatives, heirs, successors and assigns and all other successors to them in interest, and any person(s) or entity(ies) having a legal interest in the fee simple title to the Preservation Parcel or a legal ownership interest in and benefit of the Preservation Easement and shall be binding upon and continue as a servitude running in perpetuity with the Preservation Parcel.

All references herein to "Grantor" shall be deemed plural if more than one person has an interest in the property herein conveyed to the Grantee. Any pronoun reference herein shall be deemed to apply to the appropriate gender or person, as the case may be. The term Grantor shall mean its respective successors or assigns.

**IN WITNESS WHEREOF**, Grantor and Grantees have hereunder set their hands and seals the day and year hereinabove written.

WITNESS:

Philip Carroll

[Signature]

GRANTOR:

[Signature] (SEAL)  
PHILIP CARROLL also known as  
Phillip D. Carroll

[Signature] (SEAL)  
CAMILLA CARROLL

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0372, MSA CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

LIBER 10295 FOLIO 066

ACCEPTED by the Grantees on this 4<sup>th</sup> day of October, 2006.

ATTEST:

THE HOWARD COUNTY  
CONSERVANCY, INC.  
a Maryland corporation

Carol M. Filipczak  
Carol M. Filipczak  
Assistant Corporate Secretary

By: Ann Holmes Jones (SEAL)  
Ann Holmes Jones  
President

ATTEST:

HOWARD COUNTY, MARYLAND

Raquel Sanudo  
Raquel Sanudo  
Chief Administrative Officer

By: James N. Robey (SEAL)  
James N. Robey  
County Executive

APPROVED:

James M. Irvin 10/3/06  
James M. Irvin, Director  
Department of Public Works

APPROVED:

Marsha S. McLaughlin  
Marsha S. McLaughlin, Director  
Department of Planning and Zoning

APPROVED FOR SUFFICIENCY OF FUNDS:

Sharon F. Greisz 10/3  
Sharon F. Greisz, Director  
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY


this 3<sup>rd</sup> day of October, 2006

Barbara M. Cook  
Barbara M. Cook  
County Solicitor

LIBER 10295 FOLIO 067

GRANTOR:  
STATE OF MARYLAND, Howard, COUNTY TO WIT:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of SEPTEMBER, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Philip Carroll also known as Phillip D. Carroll and Camilla Carroll the Grantor named in the within Deed of Preservation Easement, and each acknowledged the same to be his or her act.

AS WITNESS my Hand and Notarial Seal.  
 LINDA K. LEHMAN  
Notary Public  
State of Maryland  
Howard County


Linda K. Lehman  
Notary Public

My Commission Expires: 2-2-09

GRANTEE:  
STATE OF MARYLAND, Howard, COUNTY TO WIT:

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of OCTOBER, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ann Homes Jones the President of The Howard County Conservancy, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and (s)he acknowledged that (s)he executed the within and foregoing instrument to be his/her act on behalf of said body corporate for the uses and purposes contained therein and in my presence signed and sealed the same.

AS WITNESS my Hand and Notarial Seal.

 LINDA K. LEHMAN  
Notary Public  
State of Maryland  
Howard County  
My Commission Expires: 2-2-09

Linda K. Lehman  
Notary Public

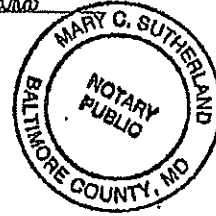
STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of October, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James N. Robey, the County Executive for Howard County, Maryland, a party to the within Deed of Preservation Easement, who acknowledged the same to be the act of the county and that he executed the foregoing Deed of Preservation Easement for the purposes therein contained by signing in my presence, the name of Howard County, Maryland, by himself as County Executive.

AS WITNESS my Hand and Notarial Seal.

Mary C. Sutherland  
Notary Public

My Commission Expires: 5/5/07



THIS IS TO CERTIFY that this instrument was prepared by Howard County, Maryland, a party named in the within Deed of Preservation Easement.

Tina D. Hackett  
Tina D. Hackett, Chief  
Real Estate Services Division

After Recording, Return To:  
Howard County, Maryland  
Real Estate Services Division  
3430 Court House Drive  
Ellicott City, Md 21043

2572110-1

Annexed plat of easement.  
Philip Carroll and Cynthia Carroll

NOTICE TO THE PUBLIC  
The Clerk of the Circuit Court of Howard County, Maryland, hereby certifies that the foregoing is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court of Howard County, Maryland, on this 10th day of June, 2010.

RECORDED  
JUN 10 2010

U.S. National  
Coordinate Table

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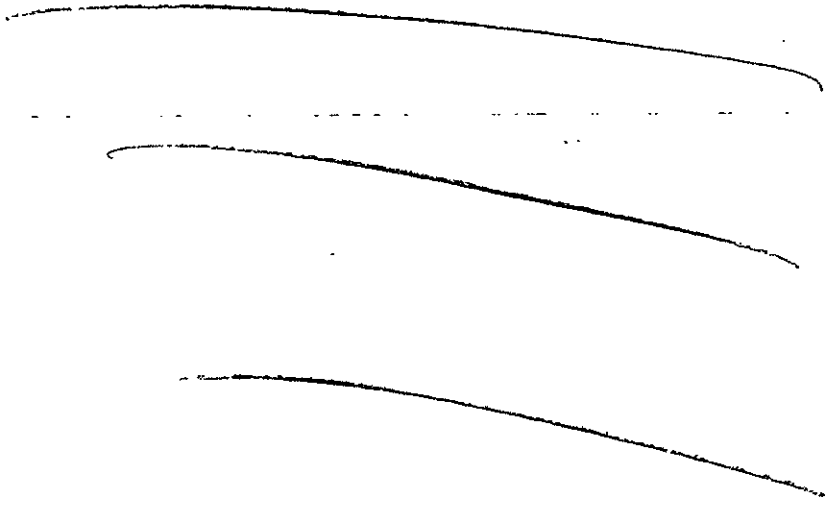




BOOK 12722 P.0378

EXHIBITS

Planning Board Determination of Consistency



1 DEPARTMENT OF PLANNING & ZONING \* BEFORE THE  
 2 Petitioner: Camilla Carroll and Philip D. Carroll\* PLANNING BOARD OF  
 3 \* HOWARD COUNTY, MARYLAND

4 **Development Rights and Responsibilities**

5 **Agreement** \*  
 6 \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

7 **MOTION:** To recommend to the County Council that the Development Rights and  
 8 Responsibilities Agreement for the Doughoregan Manor is consistent with the  
 9 General Plan as amended by Council Bill 9-2010

10 **VOTE:** 5-0  
 11 \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

12  
 13 On June 17, 2010, the Planning Board of Howard County, Maryland, considered the petition of  
 14 Camilla Carroll and Phillip D. Carroll for a proposed Development Rights and Responsibilities  
 15 Agreement ("DRRA") for the Doughoregan Manor.

16 The Petitioners were represented by Sang Oh, Esquire. Also present and representing the  
 17 Petitioner was Joseph Rutter.

18  
 19 Public Testimony to the Board

20 The DRRA with attached Exhibits 1-10 and Department of Planning and Zoning Technical  
 21 Staff Report were presented to the Board for its consideration. The Department of Planning and  
 22 Zoning ("DPZ") recommended a finding of General Plan consistency between the DRRA and  
 23 *General Plan 2000* as amended by CB 9-2010.

24 Mr. Paul Johnson of the Office of Law explained to the Board their role, which is to  
 25 determine whether or not the petition is consistent with the General Plan.

26 Mr. Oh stated that the Planning Board was only charged with finding whether or not the  
 27 DRRA is consistent with the General Plan and not to make recommendations on the details of the  
 28 agreement not related to the consistency with the General Plan. He noted specific parts of the  
 29 agreement that address General Plan issues: compliance with water and sewer regulations; enhancing  
 30 the County's park system; agricultural preservation; and historic preservation.

31 A number of persons testified in opposition to the petition.

32 Mr. Amit Pramanik testified that the plan was being rushed through the system with a false  
 33 sense of emergency which was not allowing adequate public scrutiny and benefiting only the

1 petitioner. Testimony noted several areas believed to be inconsistent with the General Plan including  
2 waste treatment, environmental degradation and fiscal impact.

3 Mr. Harry Carnes expressed concerns about sewage and waste water treatment and specific  
4 language included in the agreement pertaining to Burnside Drive. Comments were also critical of the  
5 technical staff report presented.

6 Mr. Victor Ilenda, speaking on behalf of the Chateau Ridge Lake Community Association  
7 (CRLCA), reiterated that this is the first time Howard County will be entering into a DRRA and that  
8 it should be done with the utmost caution. He referenced the section of the DRRA that states  
9 Burnside Drive would remain closed, but noted that concept plans have been created for the proposal  
10 and should also indicate where an alternate entrance would be made if needed to ensure a connection  
11 to Burnside Drive wouldn't be opened. He stated that since the CRLCA was not an incorporated  
12 entity, transfer of the proposed open space to block access to Burnside Drive should be to County  
13 ownership not CRLCA's. He also noted concerns about and the potential impacts on the community  
14 of on-site wastewater treatment.

15 Several persons spoke with concerns of Burnside Drive, which abuts a portion of the  
16 Doughoregan Manor property to be developed.

17 Mr. Ken Aldrich provided the Board with several photos of current road conditions and  
18 indicated how added traffic would only worsen those conditions.

19 Mr. Ted Baruch reiterated that the State Highway Administration's comments requested two  
20 points of connection to the proposed development and suggested an another entrance besides  
21 Burnside Drive be identified now to address this issue.

22 Mr. Larry Jeeter spoke in opposition of the proposed DRRA as currently written with  
23 concerns including the opening of Burnside Drive, increasing traffic and adequate roads and  
24 retention of existing environmental features of the area where development is proposed.

25 Ms. Christina Delmont-Small stated that the DRRA is not consistent with the General Plan  
26 based on a fallacy of composition and specifically noted concerns regarding sewage and the  
27 protection of environmental resources. Concerns were also raised regarding the availability of public  
28 records and a request was made to provide verification of the negotiation process leading to the  
29 proposed DRRA.

30 Mr. Kal Bhatti stated that proposal was inconsistent with the General Plan's smart growth  
31 policies noting that the addition of 325 dwelling units represented low density growth and that  
32 expanding public services perpetuates suburban sprawl and depletes needed resources.

1 Ms. Cathy Hudson stated that while the agreement has many good parts, there should be  
 2 added emphasis on protecting and preserving the historic core of the property given its significance.  
 3 Suggestions included stronger language that calls for no further development and further  
 4 clarification on the intent of the preservation strategy rather than just saying there would be no  
 5 subdivision.

6 Mr. Johnson noted that even with this agreement, the Carroll family is still subject to all other  
 7 County laws and also that requirements set forth in the DRRA are above beyond and also run with  
 8 the land and not the owners. Although the agreement proposes a ten year term, the County still  
 9 retains all rights to change laws affecting the proposal based on the health, safety, and welfare of the  
 10 County.

11 Mr. Oh's response to the public's testimony included further explanation of the intent to  
 12 ensure Burnside Drive stays closed. Exhibit 2 of the DRRA was highlighted to show that in order for  
 13 the County to connect through Burnside Drive, they would have to condemn two homes as well as  
 14 the open space lot abutting Burnside Drive. Mr. Oh also stated that he didn't hear anything  
 15 presented to the Board that specifically showed how the DRRA was inconsistent with the General  
 16 Plan. He also addressed questions of the Board regarding Ms. Hudson's testimony considering  
 17 landminiums, as well as ten years being sufficient to complete execution of the DRRA.

### 18 Board Discussion and Recommendation

#### 19 Transportation

20 The Board agreed that language in the DRRA adequately addressed community concerns  
 21 regarding the closing of Burnside Drive although this issue is not related to the General Plan. The  
 22 Board noted that the County's Adequate Public Facility Ordinance (APFO) would address concerns  
 23 related to the adequacy of transportation infrastructure at the time new development occurs.  
 24 Concerns raised about access to the proposed development would also be reviewed during the  
 25 County's subdivision review process.  
 26

#### 27 Sewer

28 With regard to concerns raised by the additional sewage generated by the proposed  
 29 development, the Board was in agreement that the General Plan Amendment (CB9-2010) to include  
 30 additional acreage into the Planned Service Area would not have been passed if the issue was not  
 31 adequately evaluated by the County. It was noted that the County's request to include an on-site  
 32 treatment facility was initially considered by the petitioners, yet after receiving much community  
 33 objection, has been removed as an option in favor of studying additional alternatives that would

1 handle wastewater nutrient reduction off-site as outlined in the agreement. While fiscal impacts  
 2 associated with the proposal were seen as valid concerns, the Board agreed that it was a budget issue  
 3 and outside the purview of evaluating the agreement on the basis of consistency with the General  
 4 Plan and furthermore would not substitute its judgment for that of those with the knowledge and  
 5 expertise to make a recommendation in the County's best interests.

6 **Technical Report and Information**

7 The Board agreed that the inclusion of information provided in previous Technical Staff  
 8 Reports and Board Recommendations on the General Plan amendment and the Zoning amendment  
 9 for Doughoregan Manor would enhance public understanding of the process as a whole and specific  
 10 parts. The law enabling the County to enter into a DRRA has been in effect for a short period of  
 11 time. This being the first DRRA the County has executed, the Board felt the public could benefit  
 12 from additional background, even if redundant. Staff also explained that citizens seeking to review  
 13 the DRRA files at the DPZ had to be redirected to the Office of Law, which has the files to respond  
 14 to a Freedom of Information Act request. The Board recommended that a better format for hearing a  
 15 DRRA, and all points included, be made if there were another request.

16 **Historic Preservation**

17 The Board had diverging opinions related to the preservation strategy for the historic core  
 18 included in the agreement. Although Doughoregan Manor is a National Historic Landmark, the  
 19 property is a place of private residence and deserves the benefit of allowing the petitioners to work  
 20 on their preservation efforts in good faith. The General Plan speaks broadly on the importance of  
 21 preserving historic resources, but does not specifically say how that should occur for individual  
 22 properties, nor does it say anything about the development of preservation plans for individual  
 23 resources other than through a comprehensive preservation plan developed by the County. To  
 24 suggest in this instance that a property plan needs to be part of the agreement, and the petitioner and  
 25 the County work together to preserve the site, could be construed as far reaching. The petitioner has  
 26 also invested considerable resources in the upkeep of the property. The County architectural  
 27 historian has been on the grounds numerous times to document the preservation activities now taking  
 28 place and noted the quality of work being employed. In addition, the petitioner has been negotiating  
 29 with the Howard County Conservancy on the final conservation easement that will prohibit any  
 30 future subdivision of the historic core. By these accounts, the intent to preserve the core is  
 31 memorialized in the various strategies outlined in the agreement.

32 One Board member, however, expressed disappointment that of all of the different parts of  
 33 the DRRA proposal, the one containing the least amount of detail is the preservation strategy for the

1 historic core itself. In fact, the petitioners presented the proposal to expand the planned service area  
 2 as a strategy to preserve the historic home. However, within the DRRA there is no mention of  
 3 minimum preservation standards beyond limiting further subdivision of the core.

4 **Consistency with the General Plan**

5 The Board was in agreement that the DRRA is consistent with the following sections of the  
 6 General Plan:

7 **3.1 Ensure the critical mass of high quality, strategically located farmland is protected from**  
 8 **development:** addressed in Article IV, Agricultural Preservation. Out of 900 total acres, placing 500  
 9 acres in agricultural preservation (in addition to 75 acres previously preserved) is a significant  
 10 critical mass of agricultural resources.

11 **3.4 Protect Water Resources:** addressed in Article III (3.3). The agreement is also consistent with  
 12 the General Plan Water Resources Element. Concentrating the area to be developed within the  
 13 Planned Water and Sewer Service Area prevents the proliferation of septic fields; there is also a  
 14 strategy to reduce the wastewater nutrient load from this development.

15 **4.18 Enhance the County park system and recreational facilities:** addressed in Article III (3.4).  
 16 Donation of land at no cost to be added to Kiwanis-Wallis Park will allow expansion and enrichment  
 17 of current programs offered at this popular recreational facility.

18 **5.14 Maintain or enhance the landscape character of roads:** addressed as part of Exhibit 2 through  
 19 the orientation of housing along Route 144. Dedication of additional right-of way and the orientation  
 20 of homes along Route 144 are both appropriate and protect the character of Route 144.

21 **5.18 Establish a comprehensive County-wide historic preservation program:** addressed in Article  
 22 IV (4.2). The historic core easement will prevent future subdivision. Also the Concept Plan for  
 23 development in Exhibit 2 locates all new development behind the topographical ridgeline, which will  
 24 preserve existing vistas.

25 **6.8 Secure better protection of environmental and landscape resources within new developments:**  
 26 addressed as part of Article IV, Agricultural Preservation. The proposed R-ED zoning is the most  
 27 environmentally sensitive zone available within the PSA.

28 **Additional Points Addressed by DRRA**

29 During its meeting on the Doughoregan zoning petition ZB1087M, the Board noted several  
 30 issues expected to be addressed in the DRRA. In reviewing the DRRA, the Planning Board found  
 31 that the following points are adequately addressed:

- 32 ♦ *Places formally approximately 500 acres of the Property into the Agricultural Land*  
 33 *Preservation:* addressed as part of Article IV, Agricultural Preservation.

- 1 • *Recordation of covenants to prevent further subdivision of the core 94 acres of property*
- 2 *around the*
- 3 *Manor, with the Howard County Conservancy holding the easement: addressed in Article IV*
- 4 *(4.2).*
- 5 • *Compliance with fire safety requirement via sprinklers within the dwellings to eliminate any*
- 6 *need for*
- 7 *fire safety access through a secondary access at Burnside Road: addressed as part of plan to*
- 8 *install sprinkler system throughout the proposed development.*
- 9 • *Prohibits any development access via Burnside Road. Addressed as part of Article III (3.1).*
- 10 • *Confirmation of the County's commitment to honor the intent of Resolution 43' s termination*
- 11 *of*
- 12 *Burnside Road: addressed as part of Article III (3.1)(B).*
- 13 • *Confirmation of the donation of approximately of 34 to 36 acres of land to Howard County*
- 14 *for the*
- 15 *Department of Recreation and Parks: addressed in Article III (3.4.)*
- 16 • *Obligates the provision of a nitrogen pre-treatment plant and the expansion of sewer line*
- 17 *capacity by entering into a Major Facilities Agreement with the Department of Public*
- 18 *Works: addressed in Article III (3.2) (A) reassessment of nutrient concentration strategy*
- 19 *confirmed by a wastewater flow study.*
- 20 • *Caps the number of dwelling units at 325 units as shown in the plan presented to the*
- 21 *Planning Board: addressed as part of Article II (2.3) (A).*
- 22 • *Requires the design for the development to substantially conform to the conceptual plan*
- 23 *presented to the Planning Board: addressed as part of Article II (2.3) (B).*
- 24 • *Affirms that the development will: (1) Comply with all stormwater management*
- 25 *requirements; (2) Will not proceed until all initial necessary public utility improvements are*
- 26 *made; and (3) Comply with the Adequate Public Facilities Ordinance: addressed as part of*
- 27 *Article II (2.4) (2.5) and Article III (3.1) (A).*
- 28 • *DRRA is to be valid for a minimum 5 year period with a recommendation to extend the*
- 29 *validity until*
- 30 *the completion of the development, although it was expressed that perhaps a having a longer*
- 31 *10 year period might be prudent: addressed as part of Article IX (9.2) (A),*
- 32

HOWARD COUNTY CIRCUIT COURT (Land Records) WDR 12722, p. 0385, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

1 Finally, the Board noted that from a legal perspective, the Option Agreement included in the  
2 DRRA is a strong tool that binds both parties to the terms of the DRRA.

3  
4 **Motion:**

5 Mr. Grabowski made a motion that the Board make an advisory determination that the  
6 Developer's Rights and Responsibilities Agreement for the Doughoregan Manor is consistent  
7 with the General Plan as amended by CB 9-2010. Ms. CitaraManis seconded the motion. The  
8 motion passed by a vote of 5 to 0.


9  
10 For the foregoing reasons, the Planning Board of Howard County, Maryland, on this 17<sup>th</sup> day  
11 of June, 2010, determines that the Development Rights and Responsibilities Agreement for the  
12 Doughoregan Manor proposed by Camilla Carroll and Philip D. Carroll, is consistent with the  
13 Howard County General Plan, as amended by Council Bill 9-2010 as noted above.

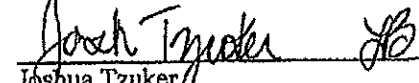
14  
15 HOWARD COUNTY PLANNING BOARD

16  DPE  
17 Linda A. Dombrowski, Chair


18   
19 David Grabowski, Vice-Chair

20  JTG  
21 Tammy J. CitaraManis

22   
23 Paul Yelder

24  JB  
25 Joshua Tzucker

26  
27 **ATTEST:**

28  
29   
30 Marsha S. McLaughlin, Executive Secretary



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[Redacted text]

[Redacted text]

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EXHIBIT 6

Commitment Letter



HOWARD COUNTY OFFICE OF COUNTY EXECUTIVE  
3430 Courthouse Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2013

Ken Ulman  
Howard County Executive

[www.howardcountymd.us](http://www.howardcountymd.us)  
FAX 410-313-3051  
TDD 410-313-2323

May 18, 2010

**VIA OVERNIGHT MAIL**

Camilla Carroll and Philip Carroll  
c/o Camilla Carroll  
3500 Manor Lane  
Ellicott City, Maryland 21042

Dear Ms. Carroll and Mr. Carroll:

Howard County, Maryland is pleased to offer to purchase the development rights as defined in Section 15.502 of the Howard County Code ("Development Rights") on the parcel of land consisting of approximately 500 acres, more or less, which you own in Howard County, Maryland and which is located at 3500 Manor Lane, Ellicott City, Howard County, Maryland (the "Land") pursuant to (i) an installment purchase agreement (the "Installment Purchase Agreement") between Howard County, Maryland, as purchaser (the "County") and Camilla Carroll and Philip Carroll, as sellers (the "Seller") and (ii) a Deed of Agricultural Land Preservation Easement between the County and the Seller (the "Deed of Easement"), upon and subject to the terms and conditions hereinafter set forth:

1. Purchase Price. The County offers to purchase the Development Rights from the Seller for a total purchase price of no more than \$19,100,000.00, (the "Purchase Price") which is based on a price of \$38,200.00 per acre, rounded to the next highest \$1,000.00. The Seller will receive 10% of the Purchase Price at settlement. The balance of the Purchase Price shall be paid to the Seller or Seller's assignee in 20 equal annual installments commencing on August 15, 2011 and on each August 15 thereafter. This Purchase Price is based on the following agreements and conditions with respect to the Land which shall be set forth in the Deed of Easement:

- (a) The Land is currently a portion of a parcel of record. The Land may be divided into no more than five (5) 50+ acre parcels;
- (b) Ten (10) one-acre lots may be subdivided from the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning; and
- (c) A maximum of fifteen (15) tenant houses may be permitted on the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning.

2. Interest on Unpaid Balance of Purchase Price. Interest on the unpaid balance of the Purchase Price shall accrue from the date of settlement ("Closing Date") and shall be paid to the Seller or Seller's assignee in 40 semiannual payments on February 15 and August 15 in each year after the Closing Date. Interest shall accrue and be payable at (a) the interest rate, as determined by the County's Director of Finance at the time of settlement of the first Batch 14 property to settle, which is equal to the greater of the average of the United States Treasury Yields or AAA Tax-Exempt General Obligation Yields, in each case for the closest available date to each principal payment installment date for the first Batch 14 property to settle, or (b) 4% per annum, whichever is lower. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

3. Documentation. All instruments and documents required hereby or affecting the Land, or relating to the Seller's capacity and authority to sell the Development Rights and to execute the Documents and such other documents, instruments, opinions, assurances, consents and approvals as the County may request and all procedures connected herewith shall be subject to the approval, as to form and substance, of the County, the

cc

Camilla Carroll and Phillip Carroll property  
 May 18, 2010  
 Page 2 of 4

County's counsel, and Miles & Stockbridge P.C. ("Bond Counsel"). All of the documents evidencing the installment purchase of the Development Rights (the "Documents"), including without limitation, the Installment Purchase Agreement and the Deed of Easement, shall be prepared by counsel for the County or by Bond Counsel. In addition to those items specifically set forth in this commitment, the Seller shall furnish to the County, prior to the Closing Date, such additional instruments, documents, opinions and materials as the County may require, all of which shall be satisfactory to the County in all respects.

4. Conditions Precedent to Closing. As a condition precedent to the County's obligation to close, not less than seven (7) days prior to the Closing Date:

(a) The Seller shall furnish to the County, a Subordination Agreement in recordable form from each mortgagee and other lienholder having a lien on all or any portion of the Land subordinating such person's interest in the Land to the rights of the County under the Deed of Easement, which Subordination Agreement shall be satisfactory in all respects to the County.

(b) If the Seller is not a natural person acting only in the Seller's individual capacity, Seller shall furnish to the County an opinion of Seller's Counsel, which is satisfactory in form and substance to the County, stating that Seller has the authority to convey the development rights to the County and has taken all actions necessary to validly exercise that authority.

(c) The County shall have received a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price insuring the acquisition of the easement on the Land and ownership of the Development Rights by the County subject only to those exceptions to title as are approved by the County and its counsel, and with affirmative insurance on such matters as the County may require. The County will secure the title insurance.

(d) The County shall have verified with the Soil Conservation District that the Land is subject to an approved Soil Conservation and Water Quality Plan that reflects current conditions and activities on the Land.

5. Expenses. All costs relating to the recording of the Deed of Easement and any Subordination Agreement, all title examination charges, the premium for the title insurance policy, and the fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of the Seller and the out-of-pocket expenses of Bond Counsel shall be paid by the County.

The Seller shall pay the fees and expenses of the Seller's own counsel and, if necessary, licensed engineer or surveyor, and all costs of preparation and recording of other documents, if any, required to perfect the title to the Land and provide a metes and bounds description for the Deed of Easement.

6. Termination by County. This commitment is being made in reliance upon the information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.

7. Brokerage. The County shall pay no fee or commission to any broker or agent in connection with the purchase of the Development Rights, and the Seller hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.

8. Receipt of Opinion of Bond Counsel. It is a condition precedent to the closing of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated the Closing Date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includable in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purposes, which opinion may assume continuous compliance with certain

cc

Camilla Carroll and Philip Carroll property  
 May 18, 2010  
 Page 3 of 4

covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Certificate and may be otherwise limited in accordance with its terms.

9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 8 hereof), and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

10. Commitment Subject to Approval by Seller of Final Documents. Final Documents for execution, consistent with this commitment, shall be satisfactory to the Seller in form and substance. In the event that the Documents are not acceptable to Seller for any reason (including the failure to execute a Development Rights and Responsibility Agreement) and cannot be made so, or this transaction is not acceptable to the Seller for any reason, Seller, at Seller's option, shall be released from this commitment.

11. Acceptance and Counterparts. To accept this commitment, a copy of this commitment must be signed (and the signature witnessed) by each person with an ownership interest in the property and the copy with original signature of the Seller, delivered to the County no later than May 20, 2010. This commitment may be executed in counterparts, each of which shall be considered an original and all of which shall, together, constitute a single instrument.

12. Commitment Subject to Enactment of Approval Ordinance. Because the Installment Purchase Agreement is a multi-year contract subject to the provisions of Section 612 of the County's charter, the Installment Purchase Agreement must be approved by ordinance ("Approval Ordinance") and the County is not authorized to execute and deliver the Installment Purchase Agreement until the Approval Ordinance is enacted. The Approval Ordinance will be prefiled for introduction to the County Council of Howard County (the "Council") on May 27, 2010, for the Approval Ordinance to be considered by the Council in June. If for any reason the Approval Ordinance is not enacted by October 1, 2010, this commitment shall be null and void and the County and Seller shall have no further obligation hereunder.

13. Assignment Prohibited. This commitment may not be assigned or in any way transferred by the Seller.

14. Entire Agreement. No statements, agreement or representations, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights on the Land, including the Purchase Price, the Deed of Basement, or Installment Purchase Agreement, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to the matters in this commitment are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.

15. Governing Law. The Seller agrees that this commitment and the Documents shall be governed by and construed under the laws of the State of Maryland.

16. Closing Date; Survival. This transaction may be closed after all conditions precedent to closing have been met. Unless the Seller and the County enter into a Development Rights and Responsibilities Agreement concerning the Land and the Seller's property adjacent to the Land, this transaction must be fully closed by February 1, 2011 or this commitment shall be deemed null and void. Unless otherwise agreed to by the County, the closing shall take place in the main office of the County or at the office of Bond Counsel in Baltimore, Maryland, as the County might designate. The terms and conditions of this commitment shall survive the closing; provided, however, that if any of the terms and conditions of this

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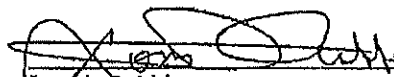
Camilla Carroll and Philip Carroll property  
May 10, 2010  
Page 4 of 4

commitment shall conflict with any of the terms and conditions of the Documents, the terms and conditions of the Documents shall prevail. The terms of this commitment shall supersede in full any prior commitment issued by the County in connection with the transaction contemplated hereby.

We are pleased to make this offer to you. Enclosed for your review is an updated score sheet and amortization schedule. Also attached is a sample deed of easement and a sample installment purchase agreement. Please indicate your acceptance of this commitment by signing and returning to us one of the executed originals of this letter no later than May 20, 2010. If not accepted prior to May 21, 2010, the offer set forth in this commitment letter terminates automatically and shall have no further force and effect.

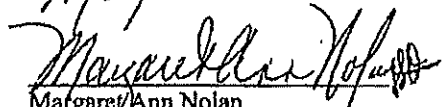
ATTEST:

HOWARD COUNTY, MARYLAND

  
Lonnie Robbins  
Chief Administrative Officer

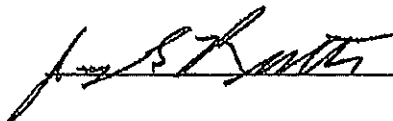
By:   
Ken Ulman  
County Executive


Approved for Form and Legal  
Sufficiency this 20 day of  
May, 2010:

  
Margaret Ann Nolan  
County Solicitor

THE FOREGOING TERMS AND CONDITIONS WITH RESPECT TO THE LAND ARE HEREBY AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

Witness:



  
Camilla Carroll

Witness:



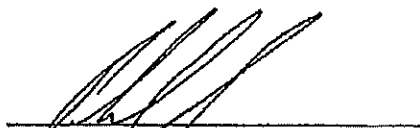
  
Philip Carroll

EXHIBIT | 2722 FOLIO 391

EXHIBIT 7

Option Agreement

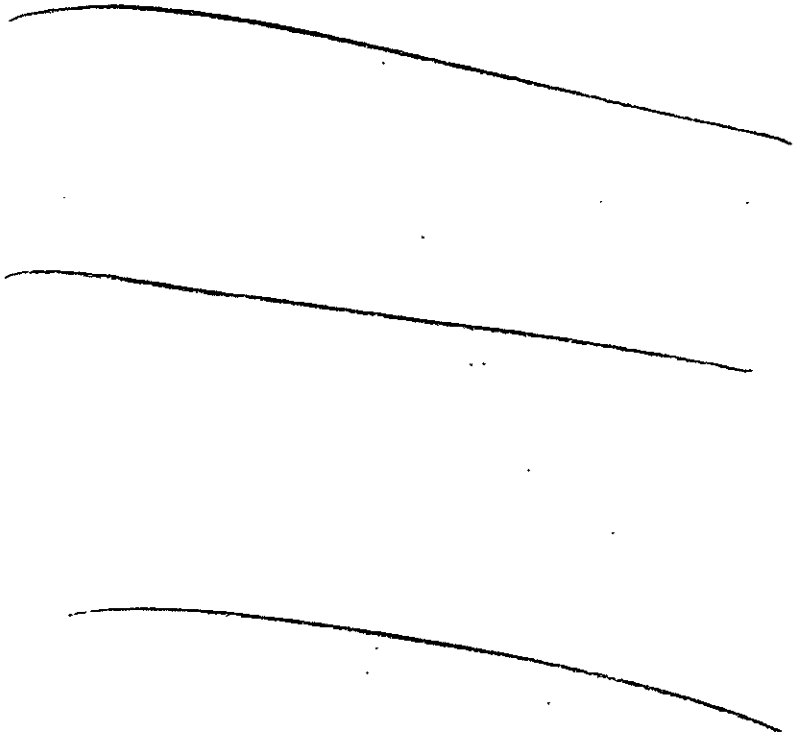


Exhibit 7

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Option"), is made this 23rd day of September, 2010 ("Effective Date") by and between by and between CAMILLA CARROLL and PHILIP D. CARROLL, individuals, (collectively referred to as the "Carrolls") and Howard County, MARYLAND, a body corporate and politic of the State of Maryland ("Howard County"). The Carrolls and Howard County are hereinafter referred to collectively as the "Parties".

RECITALS

1. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map No. 23, Parcel 71 consisting of 892.6 AC  $\pm$  as shown and described on EXHIBIT 1 ("Doughoregan" or "Property"), which exhibit is attached and made a part of that Development Rights and Responsibilities Agreement that was contemporaneously executed between the Parties on September 23, 2010 ("DRRA").

2. The Carrolls intend to develop a 221.1 AC  $\pm$  portion of Doughoregan as depicted on EXHIBITS 2 and 3 (the "Site") of the DRRA with not more than 325 single family detached residential dwelling units substantially in the manner as set forth in EXHIBIT 2 (the "Project").

3. The Carrolls, furthermore, intend to sell and the County intends to purchase a perpetual "Agricultural Land Preservation Easement" on 500 acres of the Property more particularly described in the Exhibit A attached hereto ("Agricultural Preservation Parcel") subject to the terms and conditions contained in the Commitment Letter dated May 18, 2010 setting forth the terms and conditions for the County's purchase of the Development Rights on the Agricultural Preservation Parcel for \$19,100,000.00 (the "Purchase Price") between the County and the Carrolls, a copy of which is attached as Exhibit B (as amended in the DRRA to delete paragraph 10, the "Commitment Letter"), which is incorporated by reference.

4. Notwithstanding anything in the Commitment Letter to the contrary, either expressed or implied, the Parties intend that the obligations contained in the Commitment Letter shall be binding upon the Parties upon occurrence of the conditions precedent set forth in Section 1.2 below, whereupon the County shall exercise its rights under this Agreement and upon the failure of the conditions precedent set forth herein the Carrolls shall perform their obligations under this Agreement.

5. The Parties are entering into this Option to effectuate their mutual intent as specified in Recital No. 4.

NOW, THEREFORE, in consideration of the DRRA, the Commitment Letter, the recitals set forth herein, and for other good and valuable consideration, the receipt and adequacy of which they each acknowledge, Carrolls grant to Howard County and Howard

County accepts, the exclusive option to obtain the perpetual Agricultural Land Preservation Easement in, over, on, and through the Agricultural Preservation Parcel as set forth in the Commitment Letter as amended by the DRRA as set forth herein. The Carrolls and the County agree that the sale of the Agricultural Land Preservation Easement to the County is a material term of the DRRA and without the consideration of the sale of the Agricultural Land Preservation Easement to the County on the terms and conditions set forth in the Commitment Letter, the County would not have agreed to the DRRA.

Section 1. Option Term and Exercise of Option.

1.1 Term. The term of the Option ("Option Period") shall begin on the Effective Date of this Option, and shall expire (unless sooner exercised by written notice from the County) on January 1, 2013 ("Outside Date"). In the event any one of the conditions precedent to exercise set forth in Section 1.2.1-1.2.3 have not yet been determined as of the Outside Date, then the Option Period shall be extended automatically until (i) all conditions precedent have been determined or (ii) the termination of the DRRA. If any of the conditions precedent have not yet been determined as of the Outside Date, the Carrolls may take action to return the Property to a rural conservation zoning classification (now known as "RC"). Upon the final, unappealable approval of the rural classification zoning approval for the Site, the County shall terminate its right to acquire the Agricultural Land Preservation Easement under this Option Agreement and the Commitment Letter.

1.2 Exercise. Howard County shall exercise the Option upon the occurrence of all of the following conditions precedent by providing written notice to the Carrolls:

1.2.1 The final, unappealable approval of amendment(s) to the Howard County General Plan for extension of the Planned Service Area for water and sewerage for the Site including any amendment(s) to the Master Plan for Water and Sewerage and any application(s) for incorporation into the Howard County metropolitan district.

1.2.2 The final, unappealable approval of the DRRA; and

1.2.3 The final, unappealable approval of R-ED zoning approval for the Site.

1.3 Effect of Exercise. Upon the exercise of the Option, Howard County shall become entitled and obligated to purchase the Agricultural Land Preservation Easement from the Carrolls, and the Carrolls shall become obligated to sell the Agricultural Land Preservation Easement to Howard County on the terms and conditions set forth in the Commitment Letter. Furthermore, by exercising the Option, Howard County shall become obligated to the Carrolls, their heirs, successors and/or assigns to full performance under this Option.

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1.4 Effect of Conditions Precedent. The Parties agree no Subdivision Plat for the Property creating any individual lots meeting the bulk requirements of R-ED zoning for single family detached housing shall be submitted by the Carrolls or reviewed by the County until all of the conditions precedent set forth in Sections 1.2.1 through 1.2.3 are satisfied.

1.5 Failure of Conditions Precedent. The Parties further agree that each shall take all actions required to promptly return the Property to a rural conservation zoning classification (now known as "RC") in the event any one of the conditions precedent in Sections 1.2.1 through 1.2.3 hereof is not satisfied. Upon the final, unappealable approval of the rural classification zoning approval for the Site, the County shall terminate its right to acquire the Agricultural Land Preservation Easement under the Commitment Letter.

## Section 2. Settlement.

2.1 Settlement Date. Upon exercise of the Option, the Carrolls and Howard County shall set a mutually agreeable date for settlement to occur within ten (10) business days of the exercise of the Option. As set forth in the Commitment Letter, the County shall pay the Carrolls 10% of the Purchase Price of \$19,100,000.00 in cash and issue an installment purchase agreement for the balance of the Purchase Price and the Carrolls shall execute and deliver to County the Deed of Agricultural Land Preservation Easement as described in the Commitment Letter.

2.2 Title. The title to the Agricultural Land Preservation Easement shall be subject only to the effect of the matters recorded among the Land Records of Howard County and deemed acceptable to the County, as set forth in the Commitment Letter. While this Option is in effect, Carrolls shall not transfer all or any portion of their interest in the Agricultural Preservation Parcel or otherwise encumber the title to the Agricultural Land Preservation Easement by any lien, or other interest. The Carrolls agree to cause any lender or lien holder or other person having an interest in the Agricultural Preservation Parcel to subordinate their interest in the Agricultural Preservation Parcel to the County's Agricultural Land Preservation Easement and such subordination agreement shall be in a form acceptable to the County and recorded among the Land Records of Howard County.

Section 3. Specific Performance. If Howard County exercises its Option and the Carrolls fail to agree to a settlement date and consummate settlement, the Carrolls consent to Howard County obtaining a decree against them for specific performance as set forth herein. The Carrolls agree that the County entered into the Commitment Letter, this Option Agreement, and the DRRA because of the Carrolls' agreement to conserve and protect the 500 ± acres pursuant to the Howard County Agricultural Land Preservation Act, and that there are no liquidated damages or other types of monetary damages that would be adequate to compensate the County for the Carrolls' breach of that promise. Therefore, Howard County may file, in lieu and as a substitute for monetary damages, a complaint against the Carrolls in the Circuit Court for Howard County for specific

WCC

Sang W. Oh  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042

performance of their promise to execute and deliver to Howard County a Deed of Agricultural Land Preservation Easement, pursuant to the Commitment Letter, the DRRA, and this Option Agreement. A proposed form of complaint is attached hereto as Exhibit C. The Carrolls appoint and authorize ~~[NAME, ADDRESS]~~ as their agent to receive service of process and filings in the action. Except for such service, as an expedient compromise of the complaint and without admitting liability, the Carrolls knowingly, intelligently, and voluntarily waive all rights, defenses, and claims, from whatever source derived, both procedural and substantive, that they may have to Howard County's action to enforce its rights for specific performance of the acquisition of the Agricultural Land Preservation Easement, and the Carrolls consent to Howard County moving for entry of a consent decree against them for specific performance and to the entry of such a decree in the form attached hereto as Exhibit D.

Section 4. General.

4.1. Notices. Any communication to be given to a party shall be in writing, shall be deemed to have been given on the 3rd business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or on the next business day after being deposited with a reputable overnight courier service as follows:

In the case of the Carrolls notice shall be sent to:

Carmilla and Phillip D. Carroll  
3500 Manor Lane  
Ellicott City, MD 21042

with a copy to:

Joseph Rutter  
5300 Dorsey Hall Drive  
Ellicott City, MD 21042

Sang W. Oh, Esq.  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042

James L. Wright, Esq.  
750 E. Pratt Street  
Suite 900  
Baltimore, MD 21202

In the case of the County, notice shall be sent to:

Director of Department of Planning and Zoning  
3930 Courthouse Drive  
Ellicott City, Maryland 21043

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HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0395, MSA\_CE53\_12713, Date available 10/01/2010, Printed 06/04/2020.

With a copy to:

County Solicitor of Howard County  
3930 Courthouse Drive  
Ellicott City, Maryland 21043

4.2. Effect; Binding; Amendment; Counsel. This Option shall become effective on its execution and delivery by each party. This Option may be amended only by a document signed by each party. The Parties agree that this Option shall run with the land and be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Site. Each party has entered into this Option and the Commitment Letter after having the opportunity to receive advice of legal counsel and represents to the other that each understands their respective legal obligations under this Option.


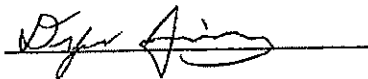
4.3. Governing Law; Jurisdiction. This Option shall be governed by and construed and enforced in accordance with the laws of the State of Maryland. The parties hereby irrevocably accept and submit to the jurisdiction of the Circuit Court for Howard County, Maryland, in any action brought to enforce this Option, suit, action or proceeding and further waive any objection and any right of immunity on the ground of venue, the inconvenience of any forum or the jurisdiction of such courts or from the execution of judgments resulting therefrom.

4.4. Rules of Construction. The enumeration and headings of the sections of this Option are merely for convenience of reference and do not constitute representations or warranties, do not impose any obligations whatever and have no substantive significance. Unless the context otherwise requires, whenever used in this Option the singular will include the plural, the plural will include the singular, and the masculine gender will include the neuter or feminine gender and vice versa. As to the Carrolls, each of the obligations in this Option and the Commitment letter shall be joint and several. The Parties agree that neither shall be considered the primary drafter of this Option.

4.5. Conflict with DRRRA; Survival. The Parties hereby agree that any conflict between the terms of the DRRRA and this Option shall be interpreted to give this Option its full force and effect to allow the County to acquire the Agricultural Land Preservation Easement. The Parties further agree that this Option shall survive the invalidation of all or any portion of the DRRRA.

WITNESS/ ATTEST:

CAMILLA CARROLL

 (SEAL)

PHILIP D. CARROLL

*[Signature]*

*[Signature]* (SEAL)

AGREED and APPROVED:

HOWARD COUNTY, MARYLAND

ATTEST:

*[Signature]*  
Lonnie R. Robbins  
Chief Administrative Officer

BY: *[Signature]* (SEAL)  
Ken Ulman  
Howard County Executive

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this 17 day of September 2010.

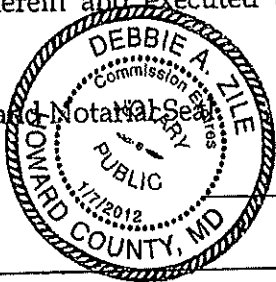
*[Signature]*  
Margaret Ann Nolan  
County Solicitor

[Notaries on Following Page]

STATE OF MARYLAND, Howard COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of September, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CAMILLA CARROLL, personally known to me or proven to be the individual named herein and executed this Option for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal



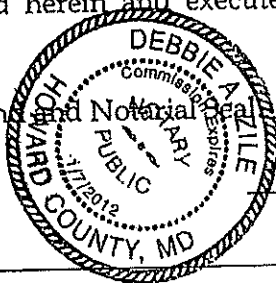
Debbie A. Zile  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, Howard COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of September, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PHILIP D. CARROLL, personally known to me or proven to be the individual named herein and executed this Option for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal



Debbie A. Zile  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, Howard COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of September, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KEN ULMAN, the County Executive for Howard County, Maryland, who acknowledged the same to be the act of the County and that he executed the foregoing Option for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

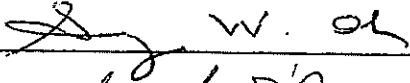
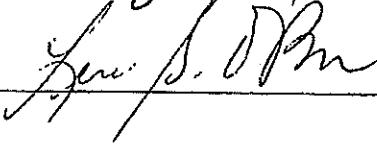
AS WITNESS my Hand and Notarial Seal.

Lisa Stello O'Brien  
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, MD 21042

MDR 12722 ROUND 00

Exhibit A  
Description of Agricultural Land Preservation Easement  
(Ten Pages)

EXHIBIT 7

March 18, 2010

DESCRIPTION OF A  
500.000 ACRE  
AGRICULTURAL PRESERVATION EASEMENT  
CONSISTING OF  
241.638 ACRE PART ONE  
AND  
258.362 ACRE PART TWO  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described therein; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

(PART ONE) BEGINNING FOR THE SAME at a point on or near the intersection of the centerlines of existing paving of Folly Quarter Road with Frederick Road (Maryland Route 144); said point being at the beginning of the Seventeenth or South  $82^{\circ}36'44''$  East, 189.50 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running within said Frederick

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Ellicott City, Maryland 21042  
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Fax (410) 780-9784



Road, on or near the centerline of paving, and running with and binding on all of the said Seventeenth line of said Liber 394 at Folio 64 (Parcel 1), and with all of the Eighteenth, Nineteenth and a portion of the First line of said Liber 394 at Folio 64 (Parcel 1), as now surveyed the following four (4) courses and distances:

- 1) South 82°54'28" East, 189.50 feet to a point; thence
- 2) North 17°12'33" West, 32.08 feet to a point; thence
- 3) South 82°35'58" East, 1,394.98 feet to a point; thence
- 4) South 73°02'02" East, 2.22 feet to a point on and being a distance of 3,137.87 feet from the end of the aforesaid First or South 73°02'48" East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1) and also being the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144); thence leaving said First line of Liber 394 at Folio 64 (Parcel 1) and the Northern margin of Frederick Road (Maryland Route 144) to run over, across and through the aforesaid Liber 394, Folio 64 the following thirteen (13) courses and distances:
  - 5) South 06°25'26" West, 152.29 feet to a point; thence
  - 6) South 04°05'30" West, 282.20 feet to a point of curvature; thence
  - 7) 253.27 feet along the arc of a non-tangential curve to the left, having a radius of 1,301.42 feet, a central angle of 11°09'01" and subtended by a chord bearing and distance of South 02°54'01" East, 252.87 feet to a point; thence
  - 8) South 07°27'35" East, 191.10 feet to a point; thence
  - 9) South 09°24'23" East, 392.33 feet to a point; thence
  - 10) South 09°00'09" East, 293.76 feet to a point; thence

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Fax (410) 758-3704

- 11) South 09°47'54" East, 393.83 feet to a point; thence
- 12) South 09°03'17" East; 615.16 feet to a point; thence
- 13) South 09°03'55" East, 291.12 feet to a point; thence
- 14) North 79°49'03" West, 1,832.40 feet to a point; thence
- 15) South 19°08'23" West, 1,237.51 feet to a point; thence
- 16) North 77°07'13" West, 68.06 feet to a point; thence
- 17) South 19°08'11" West, 1,248.08 feet to a point on and at a distance of 279.07 feet from a 1.25 inch diameter Iron Pipe found at the beginning of the Tenth or North 70°15'08" West, 1456.95 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Tenth line of Liber 394 at Folio 64 (Parcel 1), as now surveyed, the following course and distance:
- 18) North 70°10'26" West, 1,177.65 feet to a 1.25 inch diameter Iron Pipe found at the end thereof; thence running with and binding on the Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth and Sixteenth lines of said Liber 394 at Folio 64 (Parcel 1), the following six (6) courses and distances:
- 19) North 78°34'25" West, 791.22 feet to a point; thence
- 20) North 73°34'25" West, 387.55 feet to a point; thence
- 21) South 69°10'35" West, 31.37 feet to a point; thence
- 22) North 51°40'56" East, 568.09 feet to a point; thence
- 23) North 39°59'12" East, 2,458.50 feet to a point; thence
- 24) North 26°28'43" East, 2,376.00 feet to the point of beginning, containing 241.638 acres, more or less.

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(PART TWO) BEGINNING FOR THE SAME at a point on the Northern margin of the sixty-six foot Right of Way of Frederick Road (Maryland Route 144), said point being on and a distance of 53.08 feet from the beginning of the First or South 73°02'48" East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on a portion of said First line of Liber 394 at Folio 64 (Parcel 1), and the Northern margin of Frederick Road (Maryland Route 144), the following course and distance:

- 1) South 73°02'02" East, 1,379.85 feet to a point thereon; thence leaving the aforesaid First line of Liber 394 at Folio 64 and the Northern margin of Frederick Road (Maryland Route 144) and running for new lines of division, the following twenty-five (25) courses and distances:
- 2) South 16°57'58" West, 65.50 feet to a point; thence
- 3) South 73°02'02" East, 328.95 feet to a point; thence
- 4) South 19°32'01" East, 18.41 feet to a point; thence
- 5) South 73°08'00" East, 180.91 feet to a point; thence
- 6) South 27°46'18" East, 35.58 feet to a point; thence
- 10) South 17°35'24" West, 225.85 feet to a point of curvature; thence
- 11) 346.71 feet along the arc of a curve to the left, having a radius of 315.00 feet, a central angle of 63°03'47" and subtended by a chord bearing and distance of South 13°36'30" East, 329.47 feet to a point of reverse curvature; thence
- 12) 121.72 feet along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of 46°29'32" and subtended by a chord bearing and distance of South 22°13'37" East, 118.40 feet to a point of tangency; thence

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- 10) South  $01^{\circ}01'09''$  West, 232.32 feet to a point of curvature; thence
- 11) 312.10 feet along the arc of a curve to the left, having a radius of 330.00 feet, a central angle of  $54^{\circ}11'16''$  and subtended by a chord bearing and distance of South  $26^{\circ}04'29''$  East, 300.60 feet to a point of tangency; thence
- 12) South  $53^{\circ}10'07''$  East, 259.20 feet to a point of curvature; thence
- 13) 470.43 feet along the arc of a non-tangential curve to the right, having a radius of 595.00 feet, a central angle of  $45^{\circ}18'00''$  and subtended by a chord bearing and distance of South  $30^{\circ}31'07''$  East, 458.27 feet to a point of compound curvature; thence
- 14) 283.12 feet along the arc of a curve to the right, having a radius of 275.00 feet, a central angle of  $58^{\circ}59'14''$  and subtended by a chord bearing and distance of South  $21^{\circ}37'30''$  West, 270.78 feet to a point of reverse curvature; thence
- 15) 219.63 feet along the arc of curve to the left, having a radius of 285.00 feet, a central angle of  $44^{\circ}09'14''$  and subtended by a chord bearing and distance of South  $29^{\circ}02'30''$  West, 214.24 feet to a point of tangency; thence
- 16) South  $06^{\circ}57'53''$  West, 62.64 feet to a point of curvature; thence
- 17) 89.85 feet along the arc of a curve to the left, having a radius of 285.00 feet, a central angle of  $18^{\circ}03'45''$  and subtended by a chord bearing and distance of South  $02^{\circ}03'59''$  East, 89.47 feet to a point of reverse curvature; thence
- 18) 131.70 feet along the arc of a curve to the right, having a radius of 170.00 feet, a central angle of  $44^{\circ}23'10''$  and subtended by a chord bearing and distance of South  $11^{\circ}05'43''$  West, 128.43 feet to a point of reverse curvature; thence

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- 19) 136.14 feet along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of  $24^{\circ}00'04''$  and subtended by a chord bearing and distance of South  $21^{\circ}17'16''$  West, 135.15 feet to a point of tangency; thence
- 20) South  $09^{\circ}17'14''$  West, 113.42 feet to a point of curvature; thence
- 21) 468.79 feet along the arc of a curve to the left, having a radius of 580.00 feet, a central angle of  $46^{\circ}18'34''$  and subtended by a chord bearing and distance of South  $13^{\circ}52'03''$  East, 456.13 feet to a point of tangency; thence
- 22) South  $37^{\circ}01'20''$  East, 903.13 feet to a point; thence
- 23) South  $23^{\circ}09'51''$  East, 507.53 feet to a point; thence
- 24) South  $67^{\circ}04'12''$  West, 462.42 feet to a point; thence
- 25) South  $33^{\circ}51'48''$  West, 651.81 feet to a point; thence
- 26) South  $16^{\circ}43'26''$  West, 858.48 feet to a point on and a distance of 1,764.49 feet from a Granite Stone found and held at the beginning of the Seventh or North  $73^{\circ}14'48''$  West, 4021.13 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Seventh line of Liber 394 at Folio 64 (Parcel 1) and with all of the Eighth and a portion of the Ninth or North  $65^{\circ}30'08''$  West, 2143.94 foot Deed Line of said Liber 394 at Folio 64 (Parcel 1), the following three (3) courses and distances:
- 27) North  $73^{\circ}16'34''$  West, 2,253.96 feet to a point; thence
- 28) North  $14^{\circ}04'34''$  East, 24.75 feet to a point; thence
- 29) North  $65^{\circ}25'29''$  West, 39.81 feet to a point; said point being on and a distance of 2,104.13 feet from a 1.25 inch Iron Pipe found at the end of the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1); said point also being on the easterly

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Fax (410) 250-0784

outline of a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll and Camilla Carroll" and recorded as Plat No. 19928; thence leaving the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1) and running with and binding on part of said easterly outline of Plat No. 19928, the following course and distance:

- 30) North  $14^{\circ}13'15''$  East, 1,478.90 feet to a point thereon; thence leaving the aforesaid easterly outline of Plat No. 19928 and running over, across and through the aforesaid Liber 394, Folio 64 (Parcel 1) the following twenty-two (22) courses and distances:
  - 31) South  $85^{\circ}27'17''$  East, 421.22 feet to a point; thence
  - 32) South  $64^{\circ}29'11''$  East, 192.86 feet to a point; thence
  - 33) South  $47^{\circ}22'36''$  East, 333.45 feet to a point; thence
  - 34) South  $27^{\circ}46'03''$  East, 102.62 feet to a point; thence
  - 35) South  $73^{\circ}56'56''$  East, 224.55 feet to a point; thence
  - 36) South  $82^{\circ}25'01''$  East, 149.17 feet to a point; thence
  - 37) North  $12^{\circ}14'25''$  East, 389.04 feet to a point; thence
  - 38) North  $23^{\circ}29'52''$  West, 478.60 feet to a point; thence
  - 39) North  $16^{\circ}15'45''$  West, 750.96 feet to a point; thence
  - 40) North  $81^{\circ}30'55''$  West, 730.33 feet to a point; thence
  - 41) North  $00^{\circ}27'40''$  East, 207.41 feet to a point; thence
  - 42) North  $00^{\circ}40'30''$  West, 76.57 feet to a point; thence
  - 43) North  $06^{\circ}06'01''$  West, 117.35 feet to a point; thence
  - 44) North  $09^{\circ}05'56''$  West, 310.97 feet to a point; thence

**FISHER,  
COLLINS  
&  
CARTER,  
INC.**

CIVIL ENGINEERS CONSULTANTS  
and LAND SURVEYORS

10872 Battleground Mallway Pike  
Baltimore, Maryland 21042  
310) 481-2655  
Fax (410) 750-3784

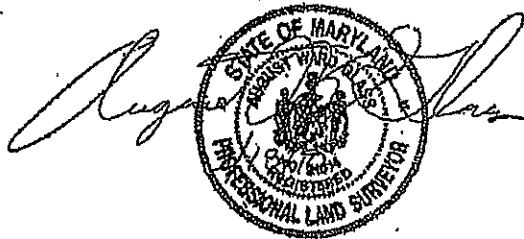
- 45) North 09°03'18" West, 615.62 feet to a point; thence
- 46) North 09°47'54" West, 393.78 feet to a point; thence
- 47) North 09°00'07" West, 293.32 feet to a point; thence
- 48) North 09°24'23" West, 391.82 feet to a point; thence
- 49) North 07°27'35" West, 190.70 feet to a point of curvature; thence
- 50) 243.37 feet along the arc of a curve to the right, having a radius of 1,251.42 feet, a central angle of 11°08'33" and subtended by a chord bearing and distance of North 02°55'27" West, 242.98 feet to a point of tangency; thence
- 51) North 04°05'30" East, 280.56 feet to a point; thence
- 52) North 06°25'26" East, 141.96 feet to the point of beginning; containing 258.362 acres, more or less.

**SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, which may apply.

This description was prepared without the benefit of a Title Report.

**FISHER,  
COLLINS  
&  
CARTER,  
INC.**  
*CIVIL ENGINEERS, CONSULTANTS  
and LAND SURVEYORS*  
16272 Baltimore National Pike  
Ellicott City, Maryland 21042  
(410) 461-2833  
Fax (410) 760-3784

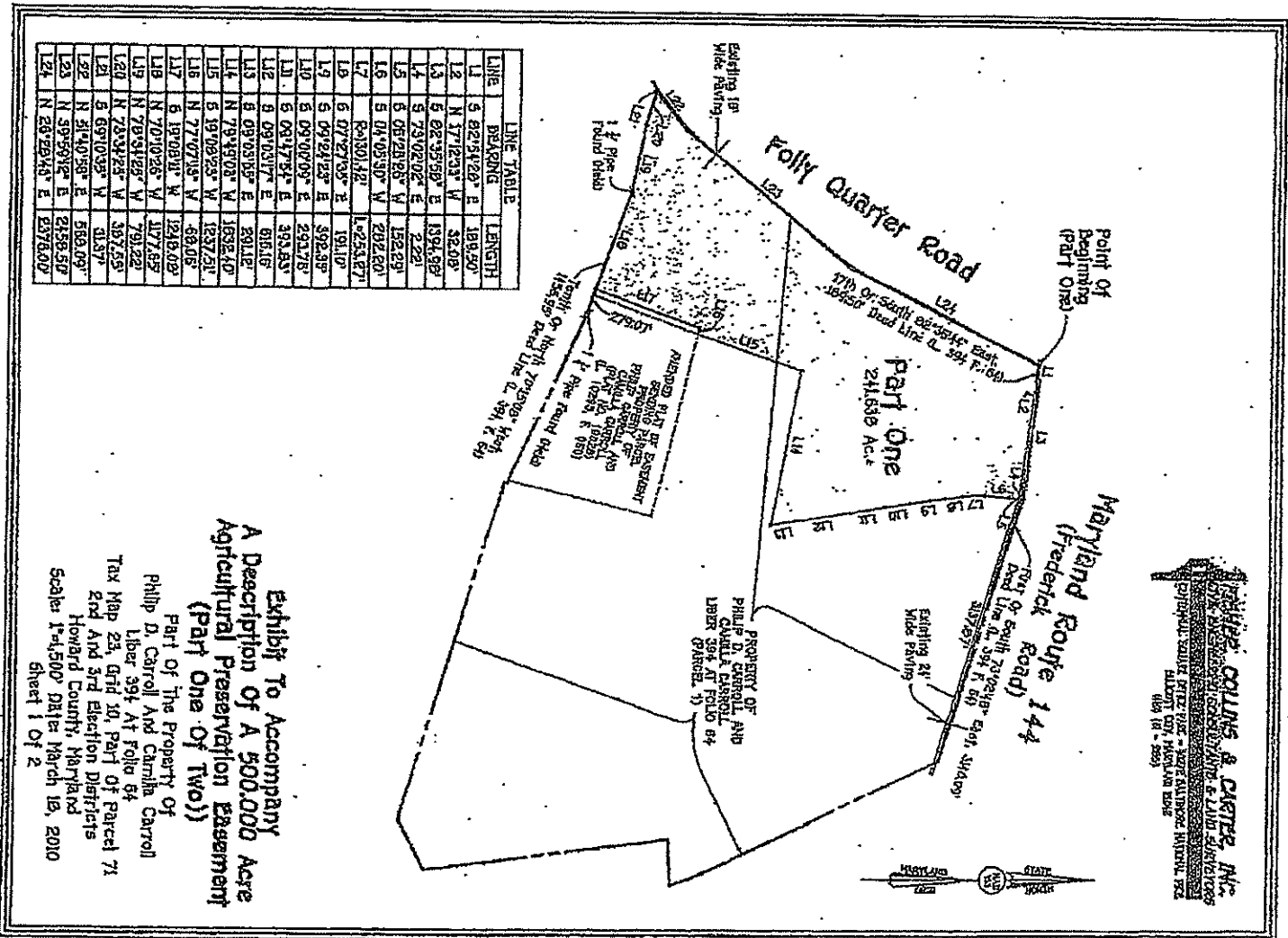


Prepared By DBS

Checked By CAF

WO #05022-3002

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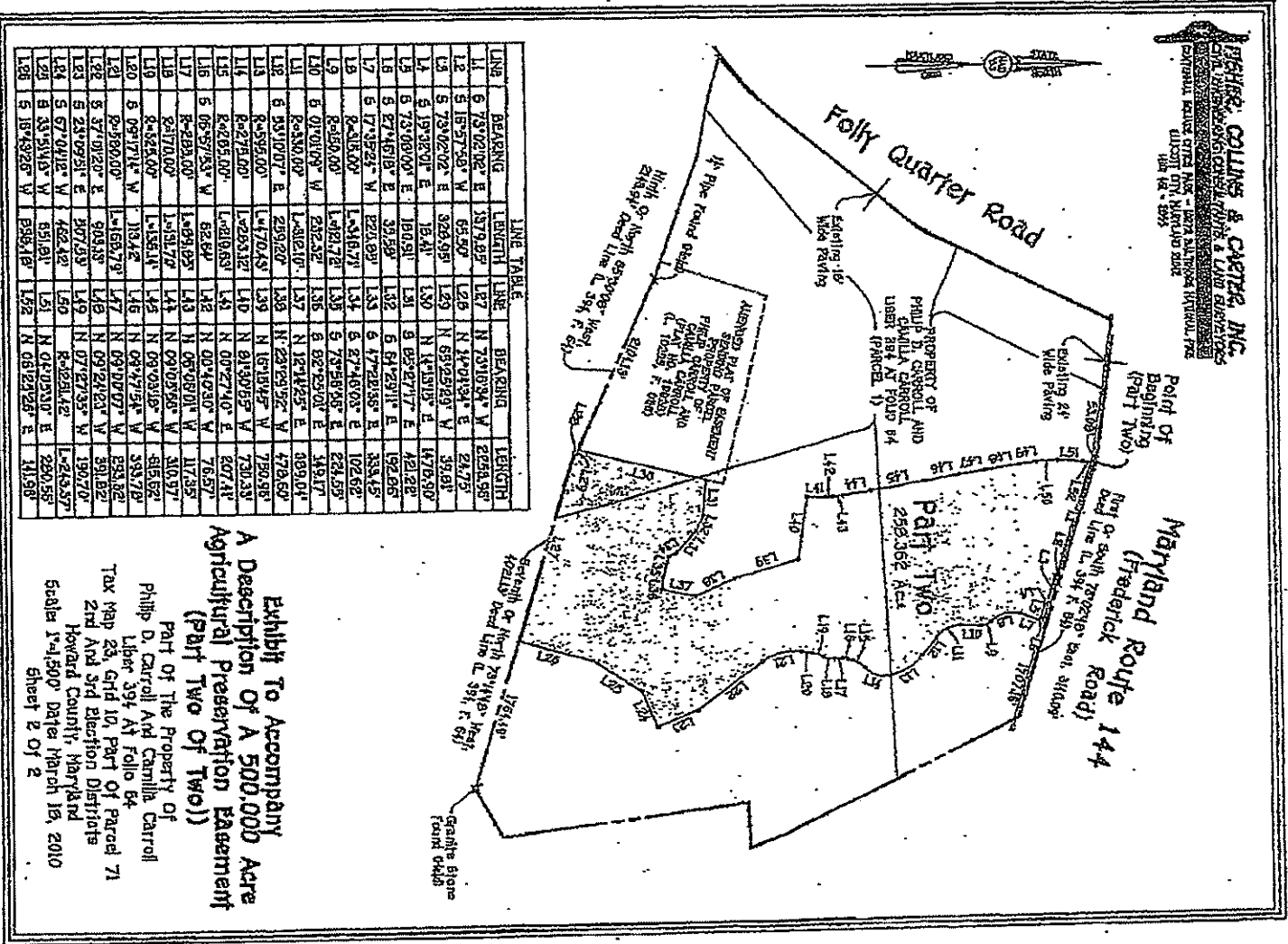


LIBER 12722 FOLIO 09



UBER 12722 parcel 10

I:\2005\05022\dwg\05022-3001 Parcel 2 Exhibit.dwg, 3/18/2010 9:49:20 AM, dsheet, 1:1



UNDER 12722 FOLIO 11

Exhibit B

Commitment Letter to Acquire Agricultural Land Preservation Easement  
(Four Pages)



**HOWARD COUNTY OFFICE OF COUNTY EXECUTIVE**  
 3430 Courthouse Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2013

Ken Ulman  
 Howard County Executive

[www.howardcountymd.us](http://www.howardcountymd.us)  
 FAX 410-313-3051  
 TDD 410-313-2323

May 18, 2010

**VIA OVERNIGHT MAIL**  
 Camilla Carroll and Philip Carroll  
 c/o Camilla Carroll  
 3500 Manor Lane  
 Ellicott City, Maryland 21042

Dear Ms. Carroll and Mr. Carroll:

Howard County, Maryland is pleased to offer to purchase the development rights as defined in Section 15.502 of the Howard County Code ("Development Rights") on the parcel of land consisting of approximately 500 acres, more or less, which you own in Howard County, Maryland and which is located at 3500 Manor Lane, Ellicott City, Howard County, Maryland (the "Land") pursuant to (i) an installment purchase agreement (the "Installment Purchase Agreement") between Howard County, Maryland, as purchaser (the "County") and Camilla Carroll and Philip Carroll, as sellers (the "Seller") and (ii) a Deed of Agricultural Land Preservation Easement between the County and the Seller (the "Deed of Easement"), upon and subject to the terms and conditions hereinafter set forth:

1. **Purchase Price.** The County offers to purchase the Development Rights from the Seller for a total purchase price of no more than \$19,100,000.00, (the "Purchase Price") which is based on a price of \$38,200.00 per acre, rounded to the next highest \$1,000.00. The Seller will receive 10% of the Purchase Price at settlement. The balance of the Purchase Price shall be paid to the Seller or Seller's assignee in 20 equal annual installments commencing on August 15, 2011 and on each August 15 thereafter. This Purchase Price is based on the following agreements and conditions with respect to the Land which shall be set forth in the Deed of Easement:

- (a) The Land is currently a portion of a parcel of record. The Land may be divided into no more than five (5) 50+ acre parcels;
- (b) Ten (10) one-acre lots may be subdivided from the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning; and
- (c) A maximum of fifteen (15) tenant houses may be permitted on the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning.

2. **Interest on Unpaid Balance of Purchase Price.** Interest on the unpaid balance of the Purchase Price shall accrue from the date of settlement ("Closing Date") and shall be paid to the Seller or Seller's assignee in 40 semiannual payments on February 15 and August 15 in each year after the Closing Date. Interest shall accrue and be payable at (a) the interest rate, as determined by the County's Director of Finance at the time of settlement of the first Batch 14 property to settle, which is equal to the greater of the average of the United States Treasury Yields or AAA Tax-Exempt General Obligation Yields, in each case for the closest available date to each principal payment installment date for the first Batch 14 property to settle, or (b) 4% per annum, whichever is lower. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

3. **Documentation.** All instruments and documents required hereby or affecting the Land, or relating to the Seller's capacity and authority to sell the Development Rights and to execute the Documents and such other documents, instruments, opinions, assurances, consents and approvals as the County may request and all procedures connected herewith shall be subject to the approval, as to form and substance, of the County, the

cc

Camilla Carroll and Philip Carroll property  
 May 18, 2010  
 Page 2 of 4

County's counsel, and Miles & Stockbridge P.C. ("Bond Counsel"). All of the documents evidencing the installment purchase of the Development Rights (the "Documents"), including without limitation, the Installment Purchase Agreement and the Deed of Easement, shall be prepared by counsel for the County or by Bond Counsel. In addition to those items specifically set forth in this commitment, the Seller shall furnish to the County, prior to the Closing Date, such additional instruments, documents, opinions and materials as the County may require, all of which shall be satisfactory to the County in all respects.

4. Conditions Precedent to Closing. As a condition precedent to the County's obligation to close, not less than seven (7) days prior to the Closing Date:

(a) The Seller shall furnish to the County, a Subordination Agreement in recordable form from each mortgagee and other lienholder having a lien on all or any portion of the Land subordinating such person's interest in the Land to the rights of the County under the Deed of Easement, which Subordination Agreement shall be satisfactory in all respects to the County.

(b) If the Seller is not a natural person acting only in the Seller's individual capacity, Seller shall furnish to the County an opinion of Seller's Counsel, which is satisfactory in form and substance to the County, stating that Seller has the authority to convey the development rights to the County and has taken all actions necessary to validly exercise that authority.

(c) The County shall have received a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price insuring the acquisition of the easement on the Land and ownership of the Development Rights by the County subject only to those exceptions to title as are approved by the County and its counsel, and with affirmative insurance on such matters as the County may require. The County will secure the title insurance.

(d) The County shall have verified with the Soil Conservation District that the Land is subject to an approved Soil Conservation and Water Quality Plan that reflects current conditions and activities on the Land.

5. Expenses. All costs relating to the recording of the Deed of Easement and any Subordination Agreement, all title examination charges, the premium for the title insurance policy, and the fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of the Seller and the out-of-pocket expenses of Bond Counsel shall be paid by the County.

The Seller shall pay the fees and expenses of the Seller's own counsel and, if necessary, licensed engineer or surveyor, and all costs of preparation and recording of other documents, if any, required to perfect the title to the Land and provide a metes and bounds description for the Deed of Easement.

6. Termination by County. This commitment is being made in reliance upon the information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.

7. Brokerage. The County shall pay no fee or commission to any broker or agent in connection with the purchase of the Development Rights, and the Seller hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.

8. Receipt of Opinion of Bond Counsel. It is a condition precedent to the closing of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated the Closing Date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includable in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purposes, which opinion may assume continuous compliance with certain

CC

Camilla Carroll and Phillip Carroll property  
 May 18, 2010  
 Page 3 of 4

covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Certificate and may be otherwise limited in accordance with its terms.

9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 8 hereof), and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

10. Commitment Subject to Approval by Seller of Final Documents. Final Documents for execution, consistent with this commitment, shall be satisfactory to the Seller in form and substance. In the event that the Documents are not acceptable to Seller for any reason (including the failure to execute a Development Rights and Responsibility Agreement) and cannot be made so, or this transaction is not acceptable to the Seller for any reason, Seller, at Seller's option, shall be released from this commitment.

11. Acceptance and Counterparts. To accept this commitment, a copy of this commitment must be signed (and the signature witnessed) by each person with an ownership interest in the property and the copy with original signature of the Seller, delivered to the County no later than May 20, 2010. This commitment may be executed in counterparts, each of which shall be considered an original and all of which shall, together, constitute a single instrument.

12. Commitment Subject to Enactment of Approval Ordinance. Because the Installment Purchase Agreement is a multi-year contract subject to the provisions of Section 612 of the County's charter, the Installment Purchase Agreement must be approved by ordinance ("Approval Ordinance") and the County is not authorized to execute and deliver the Installment Purchase Agreement until the Approval Ordinance is enacted. The Approval Ordinance will be prefiled for introduction to the County Council of Howard County (the "Council") on May 27, 2010, for the Approval Ordinance to be considered by the Council in June. If for any reason the Approval Ordinance is not enacted by October 1, 2010, this commitment shall be null and void and the County and Seller shall have no further obligation hereunder.

13. Assignment Prohibited. This commitment may not be assigned or in any way transferred by the Seller.

14. Entire Agreement. No statements, agreement or representations, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights on the Land, including the Purchase Price, the Deed of Easement, or Installment Purchase Agreement, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to the matters in this commitment are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.

15. Governing Law. The Seller agrees that this commitment and the Documents shall be governed by and construed under the laws of the State of Maryland.

16. Closing Date; Survival. This transaction may be closed after all conditions precedent to closing have been met. Unless the Seller and the County enter into a Development Rights and Responsibilities Agreement concerning the Land and the Seller's property adjacent to the Land, this transaction must be fully closed by February 1, 2011 or this commitment shall be deemed null and void. Unless otherwise agreed to by the County, the closing shall take place in the main office of the County or at the office of Bond Counsel in Baltimore, Maryland, as the County might designate. The terms and conditions of this commitment shall survive the closing; provided, however, that if any of the terms and conditions of this

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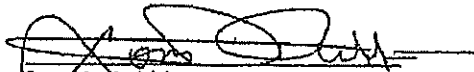
Camilla Carroll and Philip Carroll property  
May 10, 2010  
Page 4 of 4

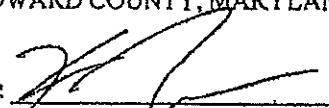
commitment shall conflict with any of the terms and conditions of the Documents, the terms and conditions of the Documents shall prevail. The terms of this commitment shall supersede in full any prior commitment issued by the County in connection with the transaction contemplated hereby.

We are pleased to make this offer to you. Enclosed for your review is an updated score sheet and amortization schedule. Also attached is a sample deed of easement and a sample installment purchase agreement. Please indicate your acceptance of this commitment by signing and returning to us one of the executed originals of this letter no later than May 20, 2010. If not accepted prior to May 21, 2010, the offer set forth in this commitment letter terminates automatically and shall have no further force and effect.

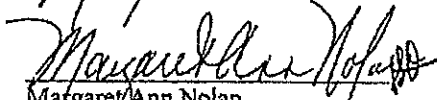
ATTEST:

HOWARD COUNTY, MARYLAND

  
Lonnie Robbins  
Chief Administrative Officer

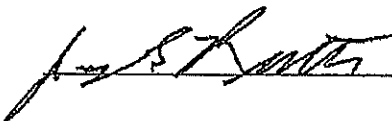
By:   
Ken Ulman  
County Executive


Approved for Form and Legal  
Sufficiency this 20 day of  
May, 2010:

  
Margaret Ann Nolan  
County Solicitor

THE FOREGOING TERMS AND CONDITIONS WITH RESPECT TO THE LAND ARE HEREBY AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.


Witness:



  
Camilla Carroll

Witness:



  
Philip Carroll

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0415, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

Exhibit C  
Complaint for Specific Performance

HOWARD COUNTY, MARYLAND	*	IN THE
3430 Courthouse Drive		
Ellicott City, Maryland 21043	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	HOWARD COUNTY
CAMILLA CARROLL	*	
3500 Manor Lane		
Ellicott City, Maryland 21042	*	Case No.:
SERVE ON:	*	
Sang W. Oh, Esq.		
5100 Dorsey Hall Drive	*	
Ellicott City, MD 21042		
	*	
and	*	
PHILIP D. CARROLL		
3500 Manor Lane		
Ellicott City, Maryland 21042	*	
SERVE ON:	*	
Sang W. Oh, Esq.	*	
5100 Dorsey Hall Drive		
Ellicott City, MD 21042	*	
Defendants	*	
* * * * *		

**VERIFIED COMPLAINT FOR SPECIFIC PERFORMANCE**

Howard County, Maryland (the "County"), by its attorneys, Margaret Ann Nolan, County Solicitor, and Gary W. Kuc, Senior Assistant County Solicitor, sues Camilla Carroll and Philip D. Carroll (the "Carrolls"), Defendants, for specific performance of

their promise to execute and deliver to the County a Deed of Agricultural Land Preservation Easement for 500 acres.

**PARTIES**

1. Plaintiff Howard County, Maryland is a body corporate and politic of the State of Maryland.
2. Defendant Camilla Carroll is a resident of Howard County, Maryland.
3. Defendant Philip D. Carroll is a resident of Howard County, Maryland.
4. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map No. 23, Parcel 71 consisting of 892.6 acres ± (“Doughoregan” or the “Property”).

**JURISDICTION**

5. This Court has subject matter jurisdiction over this equitable action for specific performance pursuant to § 1-501 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.
6. This Court has personal jurisdiction over the Carrolls pursuant to § 6-102 and § 6-103 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.
7. Furthermore, the Carrolls have waived any defense based on lack of subject matter jurisdiction or lack of personal jurisdiction, pursuant to § 4 of an Option Agreement between the parties. A true and correct copy of the fully executed Option Agreement is attached hereto and incorporated as Exhibit A.



**VENUE**

8. Venue is proper in this Court pursuant to § 6-201 and § 6-202 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

9. Furthermore, the Carrolls have waived any defense based on venue pursuant to § 4 of the Option Agreement between the parties.

**FACTS**

10. The Howard County Agricultural Land Preservation Act is codified in § 15.500 through § 15.521 of the Howard County Code (the "Act"). A true and correct copy of the Act is attached hereto and incorporated as Exhibit B.

11. The purpose of the Act is to protect the health, safety, and well-being of present and future residents of Howard County by conserving and protecting agricultural land as an environmental resource of major importance and as the basis of a viable sector of the County's economy. § 15.500(c).

12. To effectuate the Act's purpose, the County acquires the development rights on eligible land by purchase of the land, by purchase of the development rights on the land, and by acceptance of dedicated remainders from cluster subdivisions as provided by law. § 15.500(c).

13. The County may acquire an agricultural land preservation easement on land in the County by, among other things, purchasing the development rights on eligible land. § 15.503(a).

14. The parties have a valid and enforceable contract for the purchase by the County of the Carrolls' development rights in 500 acres of Doughoregan. The contract consists of a number of written agreements between the parties.

15. The first agreement is a Commitment Letter dated May 18, 2010. A true and correct copy of the fully executed Commitment Letter is attached hereto and incorporated as Exhibit C. The Commitment Letter contains the terms and conditions of the County's offer to purchase the Carrolls' development rights in their Agricultural Preservation Parcel, including the purchase price of \$19,100,000.00; an Installment Purchase Agreement concerning payment of the purchase price; and certain agreements and conditions for the land that is to be set forth in the Deed of Agricultural Land Preservation Easement (the "Deed of Easement"). A true and correct copy of the Deed of Easement is attached hereto and incorporated as Exhibit D.

16. On September \_\_\_\_, 2010, the parties entered into an Option Agreement. A true and correct copy of the fully executed Option Agreement is attached hereto and incorporated as Exhibit A. The Option Agreement grants the County the exclusive option to obtain the perpetual Deed of Easement in, over, and through the Agricultural Preservation Parcel described in the Commitment Letter, as amended by the parties' Development Rights and Responsibilities Agreement.

17. Contemporaneous with execution of the Option Agreement, the parties entered into a Development Rights and Responsibilities Agreement (the "DRRA"). A true and correct copy of the fully executed DRRA is attached hereto and incorporated as Exhibit E. The DRRA modifies the Commitment Letter by deleting paragraph 10. That

paragraph had granted the Carrolls to right to be released from the Commitment Letter if the final documents for execution were not satisfactory to them in form and substance.

18. By Council Bill 32-2010 adopted by the County Council of Howard County on July 6, 2010 and signed by the County Executive on July 8, 2010, the County approved the Installment Purchase Agreement. A true and correct copy of the approved Installment and Purchase Agreement is attached hereto and incorporated as Exhibit F.

19. All preconditions for the County's right to exercise its Option have occurred. Option Agreement § 1.2.

20. On [date to be inserted upon default], the County exercised its Option by giving written notice to the Carrolls. Option Agreement § 1.2. A true and correct copy of the notice is attached hereto and incorporated as Exhibit G.

21. The exercise of the Option entitled and obligated the County to purchase the Deed of Easement from the Carrolls, and obligated the Carrolls to sell the Deed of Easement to the County. Option Agreement § 1.3.

22. Upon exercise of the Option, the parties were required to set a mutually agreeable date for settlement to occur within ten (10) business days of the exercise of the Option. Option Agreement § 2.1.

23. The Carrolls failed to agree to a settlement date and consummate settlement, despite the County's demand to do so on date to be inserted upon default]. A true and correct copy of the demand is attached hereto and incorporated as Exhibit H.

24. At all relevant times, the County was ready, willing, and able to perform under the terms of the parties' contract and all preconditions for settlement were satisfied.

25. The Carrolls failed to schedule and attend settlement and deliver the Deed of Easement to the County and take the necessary action to satisfactorily perform under the parties' contract.

26. The Carrolls agree that there are no liquidated damages or other types of monetary damages that would be adequate to compensate the County for their failure to perpetually conserve and protect the 500 acres  $\pm$  pursuant to the Act as promised. Option Agreement  $\S$  4.

27. The Carrolls agree that the County entered into the Commitment Letter, the Option Agreement, and the DRRA because of the Carrolls' promise to conserve and protect the 500  $\pm$  acres pursuant to the Act. Option Agreement  $\S$  4.

#### **COUNT I -- SPECIFIC PERFORMANCE**

28. The Plaintiff adopts by reference the allegations contained in paragraphs 1 through 27 of this Complaint with the same effect as if fully set forth.

29. The County and the Carrolls have a valid and enforceable contract for the purchase by the County of the Carrolls' development rights in 500  $\pm$  acres of Doughoregan as set forth in the Deed of Easement.

30. The Carrolls breached the contract by failing to agree to settle and by not consummated settlement.

31. The County was ready, willing, and able to perform under the terms of the contract and all preconditions for settlement were satisfied.

32. The County has no adequate remedy at law.

WHEREFORE, Plaintiff Howard County, Maryland demands judgment that the contract between the parties be specifically enforced, and that the Defendants be ordered to execute and deliver the Deed of Easement to the County and such other documents necessary for the County to acquire the development rights on the 500 acres, more or less of Doughoregan, and for such other relief as the Court deems proper.

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the foregoing Verified Complaint for Specific Performance are true to the best of my knowledge, information, and belief.

HOWARD COUNTY, MARYLAND

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Executive

Respectfully submitted,

HOWARD COUNTY OFFICE OF LAW

Margaret Ann Nolan  
County Solicitor

\_\_\_\_\_  
Gary W. Kuc  
Senior Assistant County Solicitor  
George Howard Building  
3430 Courthouse Drive  
Ellicott City, Maryland 21043  
Counsel for Plaintiff  
410-313-2103  
410-212-3292

Date: \_\_\_\_\_

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0423, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

Exhibit D  
Consent Decree for Specific Performance

HOWARD COUNTY, MARYLAND	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
CAMILLA CARROLL, ET AL.	*	HOWARD COUNTY
Defendants	*	Case No.:

\* \* \* \* \*

**CONSENT DECREE FOR SPECIFIC PERFORMANCE**

Plaintiff, Howard County, Maryland (the "County") and Defendants, Camilla Carroll and Philip D. Carroll (the "Carrolls"), hereby represent and acknowledge that they agree to enter into this Consent Decree (collectively, the "Parties").

1. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map. No. 23, Parcel 71 consisting of 892.6 ± acres (the "Property"). The Carrolls intend to develop a 221.1 acre ± portion of the Property with single family detached residential dwellings. The Howard County Agricultural Land Preservation Act is intended to protect the health, safety, and well-being of present and future residents of Howard County by conserving and protecting agricultural land as an environmental resource of major importance and as the basis of a viable sector of the County's economy. Howard County Code §§ 15.500 – 15.521 (the "Act").

2. The Parties entered into a contract for the purchase by the County of the Carrolls' development rights in 500 ± acres of the Property pursuant to the Act. In exchange, the Carrolls agreed to execute and deliver to the County a Deed of Agricultural Land Preservation Easement regarding these rights (the "Deed of Easement").

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0424, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

UP CC

3. Howard County filed a Verified Complaint for Specific Performance against the Carrolls (the "Complaint"). The County alleged that all preconditions for settlement had occurred and the County was ready, willing, and able to perform the contract, and that the Carrolls breached the contract by failing to agree to a settlement date and consummate settlement regarding the Deed of Easement. The County demands judgment that the contract between the Parties be specifically enforced, and that the Carrolls be ordered to execute and deliver to the County the Deed of Easement. Contemporaneously with the Complaint, the County filed a Consent Motion for Entry of Consent Decree for Specific Performance, with a copy of this order attached (the "Consent Motion").

4. Prior to the commencement of this action, the Carrolls consented to the County suing them for specific performance in the event of their breach of the contract, and they knowingly, intelligently, and voluntarily waived all rights, defenses, and claims, from whatever source derived, both procedural and substantive, that they may have to the action, except for service of process and filings in the action. See Option Agreement § 4, attached as Exhibit A to the Complaint. The record in this action indicates that the County served the Complaint and Writs of Summonses, as well as the Consent Motion, on the appointed and authorized agent of the Carrolls.

5. The Parties have reached agreement concerning resolution of this action and consent to entry of this Consent Decree for Specific Performance.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

MCC

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0425, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.



6. That the Consent Motion be and the same is hereby GRANTED;

7. That within ten (10) business days of the entry of this Consent Decree the Carrolls execute and deliver to the County the Deed of Easement;

8. That contemporaneously with the Carrolls' delivery of the Deed of Easement, the County pay the Carrolls in accordance with the terms and conditions of the Parties' contract.


9. That this Consent Decree for Specific Performance shall automatically terminate and this action shall be closed upon the County's recordation of the Deed of Easement in this Land Records of this Court, subject to payment of any open court costs.

IT IS SO DECREED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
Judge, Circuit Court for Howard County

**IT IS SO AGREED AND CONSENTED TO:**

9.9.2010  
Date

  
\_\_\_\_\_  
CAMILLA CARROLL

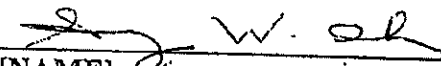
IT IS SO AGREED AND CONSENTED TO:

9/9/2010  
Date

  
PHILIP D. CARROLL

IT IS SO AGREED AND CONSENTED TO:

9/9/10  
Date

  
[NAME] Sang U Oh  
Attorneys for the Carrolls

IT IS SO AGREED AND CONSENTED TO:

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
Administrator, Howard County Agricultural  
Land Preservation Program

IT IS SO AGREED AND CONSENTED TO:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Margaret Ann Nolan, County Solicitor  
Gary W. Kuc, Senior Assistant County  
Solicitor

EXHIBIT 9  
2722 FOLIO 28

Description of Agricultural Preservation Parcel

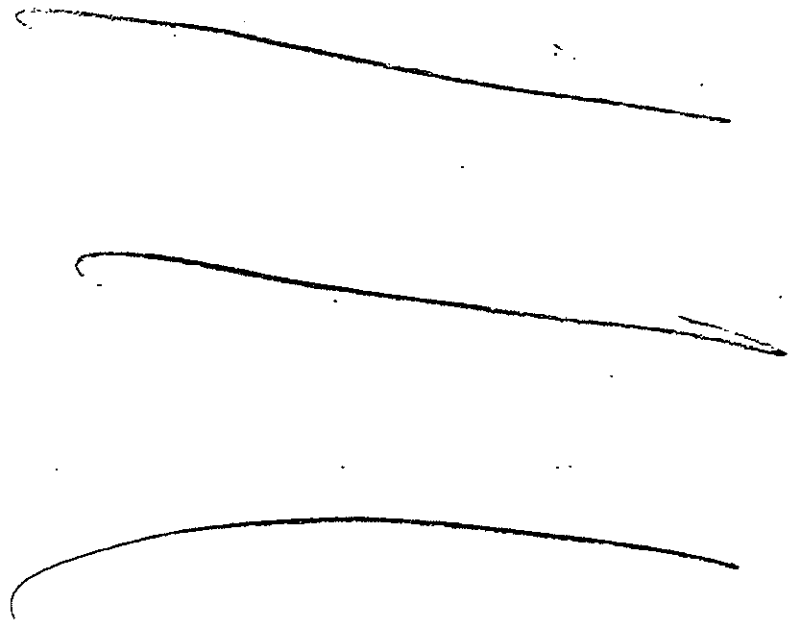


EXHIBIT 2

March 18, 2010

DESCRIPTION OF A  
500.000 ACRE  
AGRICULTURAL PRESERVATION EASEMENT  
CONSISTING OF  
241.638 ACRE PART ONE  
AND  
258.362 ACRE PART TWO  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described therein; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

(PART ONE) BEGINNING FOR THE SAME at a point on or near the intersection of the centerlines of existing paving of Folly Quarter Road with Frederick Road (Maryland Route 144); said point being at the beginning of the Seventeenth or South 82°36'44" East, 189.50 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running within said Frederick

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Road, on or near the centerline of paving, and running with and binding on all of the said Seventeenth line of said Liber 394 at Folio 64 (Parcel 1), and with all of the Eighteenth, Nineteenth and a portion of the First line of said Liber 394 at Folio 64 (Parcel 1), as now surveyed the following four (4) courses and distances:

- 1) South 82°54'28" East, 189.50 feet to a point; thence
- 2) North 17°12'33" West, 32.08 feet to a point; thence
- 3) South 82°35'58" East, 1,394.98 feet to a point; thence
- 4) South 73°02'02" East, 2.22 feet to a point on and being a distance of 3,137.87 feet from the end of the aforesaid First or South 73°02'48" East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1) and also being the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144); thence leaving said First line of Liber 394 at Folio 64 (Parcel 1) and the Northern margin of Frederick Road (Maryland Route 144) to run over, across and through the aforesaid Liber 394, Folio 64 the following thirteen (13) courses and distances:
  - 5) South 06°25'26" West, 152.29 feet to a point; thence
  - 6) South 04°05'30" West, 282.20 feet to a point of curvature; thence
  - 7) 253.27 feet along the arc of a non-tangential curve to the left, having a radius of 1,301.42 feet, a central angle of 11°09'01" and subtended by a chord bearing and distance of South 02°54'01" East, 252.87 feet to a point; thence
  - 8) South 07°27'35" East, 191.10 feet to a point; thence
  - 9) South 09°24'23" East, 392.33 feet to a point; thence
  - 10) South 09°00'09" East, 293.76 feet to a point; thence

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- 11) South 09°47'54" East, 393.83 feet to a point; thence
- 12) South 09°03'17" East; 615.16 feet to a point; thence
- 13) South 09°03'55" East, 291.12 feet to a point; thence
- 14) North 79°49'03" West, 1,832.40 feet to a point; thence
- 15) South 19°08'23" West, 1,237.51 feet to a point; thence
- 16) North 77°07'13" West, 68.06 feet to a point; thence
- 17) South 19°08'11" West, 1,248.08 feet to a point on and at a distance of 279.07 feet from a 1.25 inch diameter Iron Pipe found at the beginning of the Tenth or North 70°15'08" West, 1456.95 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Tenth line of Liber 394 at Folio 64 (Parcel 1), as now surveyed, the following course and distance:
- 18) North 70°10'26" West, 1,177.65 feet to a 1.25 inch diameter Iron Pipe found at the end thereof; thence running with and binding on the Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth and Sixteenth lines of said Liber 394 at Folio 64 (Parcel 1), the following six (6) courses and distances:
- 19) North 78°34'25" West, 791.22 feet to a point; thence
- 20) North 73°34'25" West, 387.55 feet to a point; thence
- 21) South 69°10'35" West, 31.37 feet to a point; thence
- 22) North 51°40'56" East, 568.09 feet to a point; thence
- 23) North 39°59'12" East, 2,458.50 feet to a point; thence
- 24) North 26°28'43" East, 2,376.00 feet to the point of beginning, containing 241.638 acres, more or less.

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(PART TWO) BEGINNING FOR THE SAME at a point on the Northern margin of the sixty-six foot Right of Way of Frederick Road (Maryland Route 144), said point being on and a distance of 53.08 feet from the beginning of the First or South 73°02'48" East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on a portion of said First line of Liber 394 at Folio 64 (Parcel 1), and the Northern margin of Frederick Road (Maryland Route 144), the following course and distance:

- 1) South 73°02'02" East, 1,379.85 feet to a point thereon; thence leaving the aforesaid First line of Liber 394 at Folio 64 and the Northern margin of Frederick Road (Maryland Route 144) and running for new lines of division, the following twenty-five (25) courses and distances:
  - 2) South 16°57'58" West, 65.50 feet to a point; thence
  - 3) South 73°02'02" East, 328.95 feet to a point; thence
  - 4) South 19°32'01" East, 18.41 feet to a point; thence
  - 5) South 73°08'00" East, 180.91 feet to a point; thence
  - 6) South 27°46'18" East, 35.58 feet to a point; thence
  - 10) South 17°35'24" West, 225.85 feet to a point of curvature; thence
  - 11) 346.71 feet along the arc of a curve to the left, having a radius of 315.00 feet, a central angle of 63°03'47" and subtended by a chord bearing and distance of South 13°56'30" East, 329.47 feet to a point of reverse curvature; thence
  - 12) 121.72 feet along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of 46°29'32" and subtended by a chord bearing and distance of South 22°13'37" East, 118.40 feet to a point of tangency; thence

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- 10) South  $01^{\circ}01'09''$  West, 232.32 feet to a point of curvature; thence
- 11) 312.10 feet along the arc of a curve to the left, having a radius of 330.00 feet, a central angle of  $54^{\circ}11'16''$  and subtended by a chord bearing and distance of South  $26^{\circ}04'29''$  East, 300.60 feet to a point of tangency; thence
- 12) South  $53^{\circ}10'07''$  East, 259.20 feet to a point of curvature; thence
- 13) 470.43 feet along the arc of a non-tangential curve to the right, having a radius of 595.00 feet, a central angle of  $45^{\circ}18'00''$  and subtended by a chord bearing and distance of South  $30^{\circ}31'07''$  East, 458.27 feet to a point of compound curvature; thence
- 14) 283.12 feet along the arc of a curve to the right, having a radius of 275.00 feet, a central angle of  $58^{\circ}59'14''$  and subtended by a chord bearing and distance of South  $21^{\circ}37'30''$  West, 270.78 feet to a point of reverse curvature; thence
- 15) 219.63 feet along the arc of curve to the left, having a radius of 285.00 feet, a central angle of  $44^{\circ}09'14''$  and subtended by a chord bearing and distance of South  $29^{\circ}02'30''$  West, 214.24 feet to a point of tangency; thence
- 16) South  $06^{\circ}57'53''$  West, 62.64 feet to a point of curvature; thence
- 17) 89.85 feet along the arc of a curve to the left, having a radius of 285.00 feet, a central angle of  $18^{\circ}03'45''$  and subtended by a chord bearing and distance of South  $02^{\circ}03'59''$  East, 89.47 feet to a point of reverse curvature; thence
- 18) 131.70 feet along the arc of a curve to the right, having a radius of 170.00 feet, a central angle of  $44^{\circ}23'10''$  and subtended by a chord bearing and distance of South  $11^{\circ}05'43''$  West, 128.43 feet to a point of reverse curvature; thence

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- 19) 136.14 feet along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of  $24^{\circ}00'04''$  and subtended by a chord bearing and distance of South  $21^{\circ}17'16''$  West, 135.15 feet to a point of tangency; thence
- 20) South  $09^{\circ}17'14''$  West, 113.42 feet to a point of curvature; thence
- 21) 468.79 feet along the arc of a curve to the left, having a radius of 580.00 feet, a central angle of  $46^{\circ}18'34''$  and subtended by a chord bearing and distance of South  $13^{\circ}52'03''$  East, 456.13 feet to a point of tangency; thence
- 22) South  $37^{\circ}01'20''$  East, 903.13 feet to a point; thence
- 23) South  $23^{\circ}09'51''$  East, 507.53 feet to a point; thence
- 24) South  $67^{\circ}04'12''$  West, 462.42 feet to a point; thence
- 25) South  $33^{\circ}51'48''$  West, 651.81 feet to a point; thence
- 26) South  $16^{\circ}43'26''$  West, 858.48 feet to a point on and a distance of 1,764.49 feet from a Granite Stone found and held at the beginning of the Seventh or North  $73^{\circ}14'48''$  West, 4021.13 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Seventh line of Liber 394 at Folio 64 (Parcel 1) and with all of the Eighth and a portion of the Ninth or North  $65^{\circ}30'08''$  West, 2143.94 foot Deed Line of said Liber 394 at Folio 64 (Parcel 1), the following three (3) courses and distances:
- 27) North  $73^{\circ}16'34''$  West, 2,253.96 feet to a point; thence
- 28) North  $14^{\circ}04'34''$  East, 24.75 feet to a point; thence
- 29) North  $65^{\circ}25'29''$  West, 39.81 feet to a point; said point being on and a distance of 2,104.13 feet from a 1.25 inch Iron Pipe found at the end of the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1); said point also being on the easterly

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outline of a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll and Camilla Carroll" and recorded as Plat No. 19928; thence leaving the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1) and running with and binding on part of said easterly outline of Plat No. 19928, the following course and distance:

- 30) North 14°13'15" East, 1,478.90 feet to a point thereon; thence leaving the aforesaid easterly outline of Plat No. 19928 and running over, across and through the aforesaid Liber 394, Folio 64 (Parcel 1) the following twenty-two (22) courses and distances:
  - 31) South 85°27'17" East, 421.22 feet to a point; thence
  - 32) South 64°29'11" East, 192.86 feet to a point; thence
  - 33) South 47°22'36" East, 333.45 feet to a point; thence
  - 34) South 27°46'03" East, 102.62 feet to a point; thence
  - 35) South 73°56'56" East, 224.55 feet to a point; thence
  - 36) South 82°25'01" East, 149.17 feet to a point; thence
  - 37) North 12°14'25" East, 389.04 feet to a point; thence
  - 38) North 23°29'52" West, 478.60 feet to a point; thence
  - 39) North 16°15'45" West, 750.96 feet to a point; thence
  - 40) North 81°30'55" West, 730.33 feet to a point; thence
  - 41) North 00°27'40" East, 207.41 feet to a point; thence
  - 42) North 00°40'30" West, 76.57 feet to a point; thence
  - 43) North 06°06'01" West, 117.35 feet to a point; thence
  - 44) North 09°05'56" West, 310.97 feet to a point; thence

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Phone (410) 481-7855  
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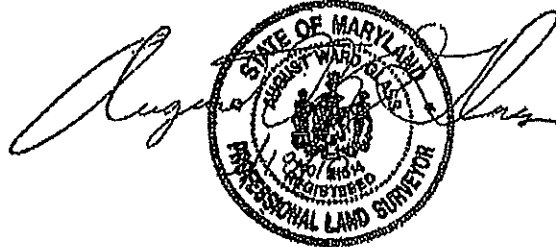
HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0436, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

- 45) North 09°03'18" West, 615.62 feet to a point; thence
- 46) North 09°47'54" West, 393.78 feet to a point; thence
- 47) North 09°00'07" West, 293.32 feet to a point; thence
- 48) North 09°24'23" West, 391.82 feet to a point; thence
- 49) North 07°27'35" West, 190.70 feet to a point of curvature; thence
- 50) 243.37 feet along the arc of a curve to the right, having a radius of 1,251.42 feet, a central angle of 11°08'33" and subtended by a chord bearing and distance of North 02°55'27" West, 242.98 feet to a point of tangency; thence
- 51) North 04°05'30" East, 280.56 feet to a point; thence
- 52) North 06°25'26" East, 141.96 feet to the point of beginning; containing 258.362 acres, more or less.

**SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, which may apply.

This description was prepared without the benefit of a Title Report.



Prepared By DBS

Checked By AT

WO #05022-3002

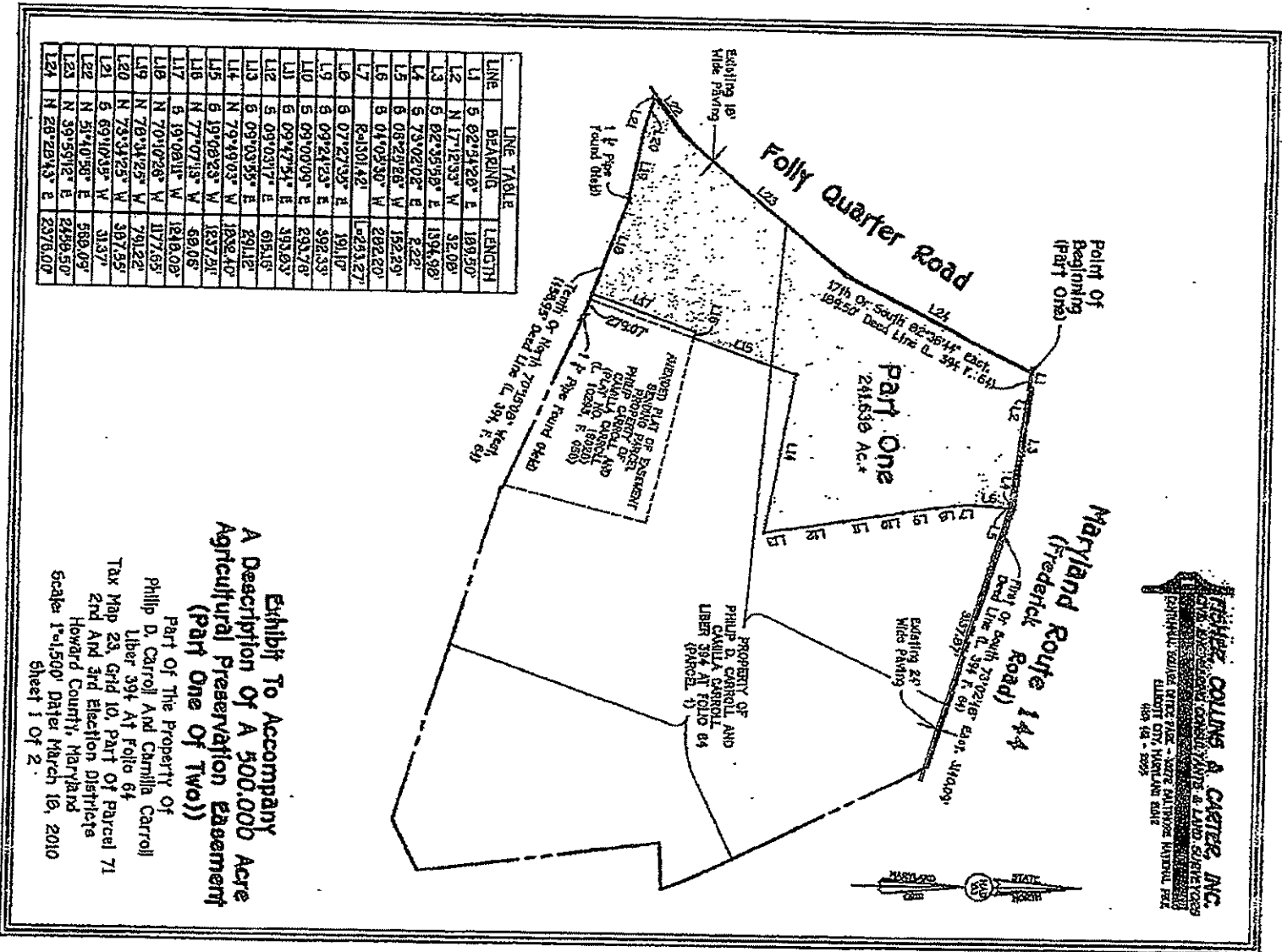
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10272 Baltimore National Pike  
Ellicott City, Maryland 21042  
(410) 481-2855  
Fax (410) 759-3784

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LIBER 12722 FOLIO 39

Exhibit 10

Description of Core

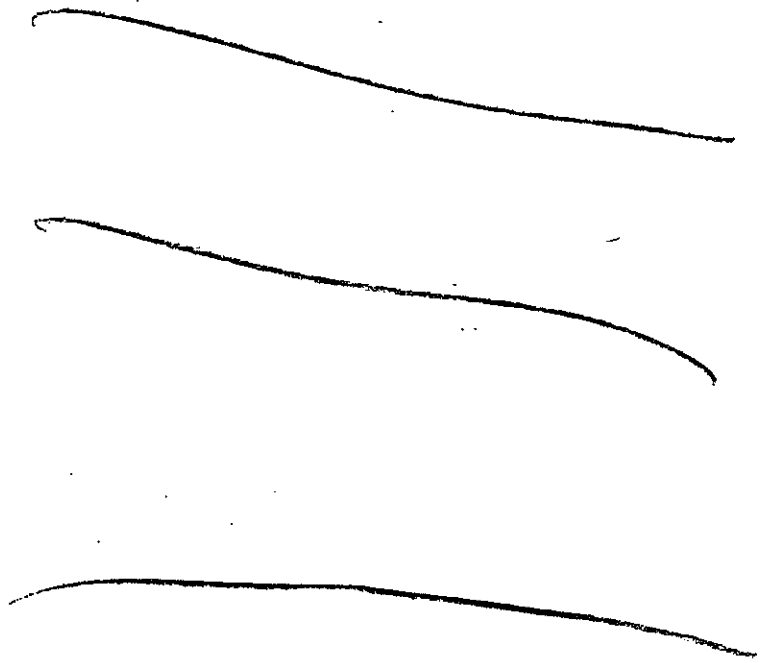


EXHIBIT 20

March 18, 2010

DESCRIPTION OF A  
94.558 ACRE PARCEL  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described in the aforesaid Liber 394 at Folio 64; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

BEGINNING FOR THE SAME at a point on the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144), formerly known as the Baltimore to Frederick Turnpike Road, said point being on and a distance of 2.22 feet from the beginning of the First or South 73°02'48" East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on a portion of said First line of Liber 394 at

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Folio 64 (Parcel 1) and the aforesaid Northern margin of Frederick Road (Maryland Route 144) the following course and distance:

- 1) South 73°02'02" East, 50.86 feet to a point thereon, said point being a distance of 3,087.01 feet from the end thereof; thence leaving the aforesaid First line of Liber 394 at Folio 64 (Parcel 1) and the aforesaid Northern margin of Frederick Road (Maryland Route 144) and running over, across and through the aforesaid Liber 394, Folio 64 the following twenty-two (22) courses and distances:
- 2) South 06°25'26" West, 141.96 feet to a point; thence
- 3) South 04°05'30" West, 280.56 feet to a point of curvature; thence
- 4) 243.37 feet along the arc of a curve to the left, having a radius of 1,251.42 feet, a central angle of 11°08'33" and subtended by a chord bearing and distance of South 02°55'27" East, 242.98 feet to a point of tangency; thence
- 5) South 07°27'35" East, 190.70 feet to a point; thence
- 6) South 09°24'23" East, 391.82 feet to a point; thence
- 7) South 09°00'07" East, 293.32 feet to a point; thence
- 8) South 09°47'54" East, 393.78 feet to a point; thence
- 9) South 09°03'18" East, 615.62 feet to a point; thence
- 10) South 09°05'56" East, 310.97 feet to a point; thence
- 11) South 06°06'01" East, 117.35 feet to a point; thence
- 12) South 00°40'30" East, 76.57 feet to a point; thence
- 13) South 00°27'40" West, 207.41 feet to a point; thence
- 14) South 81°30'55" East, 730.33 feet to a point; thence
- 15) South 16°15'45" East, 750.96 feet to a point; thence

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- 16) South 23°29'52" East, 478.60 feet to a point; thence
- 17) South 12°14'25" West, 389.04 feet to a point; thence
- 18) North 82°25'01" West, 149.17 feet to a point; thence
- 19) North 73°56'56" West, 224.55 feet to a point; thence
- 20) North 27°46'03" West, 102.62 feet to a point; thence
- 21) North 47°22'36" West, 333.45 feet to a point; thence
- 22) North 64°29'11" West, 192.86 feet to a point; thence
- 23) North 85°27'17" West, 421.22 feet to a point on the easterly outline of a plat entitled "Amended Plat Of Basement, Sending Parcel, Property Of Philip Carroll and Camilla Carroll" and recorded among the Land Records of Howard County, Maryland as Plat No. 19928; thence running with and binding on the easterly and northerly outlines of said plat, the following three (3) courses and distances:
- 24) North 14°13'15" East, 205.25 feet to a point; thence
- 25) North 76°10'22" West, 1,044.43 feet to a point; thence
- 26) North 77°07'13" West, 1,128.53 feet to a point at the northwesterly corner of the aforesaid Plat No. 19928; thence leaving the outline of said Plat No. 19928 and continuing to run over, across and through the aforesaid Liber 394, Folio 64, the following eleven (11) courses and distances:
- 27) North 19°08'23" East, 1,237.51 feet to a point; thence
- 28) South 79°49'03" East, 1,832.40 feet to a point; thence
- 29) North 09°03'55" West, 291.12 feet to a point; thence
- 30) North 09°03'18" West, 615.16 feet to a point; thence
- 31) North 09°47'53" West, 393.83 feet to a point; thence

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410-481-2158  
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- 32) North 09°00'09" West, 293.76 feet to a point; thence
- 33) North 09°24'23" West, 392.33 feet to a point; thence
- 34) North 07°27'35" West, 191.10 feet to a point of curvature; thence
- 35) 253.27 feet along the arc of a curve to the right, having a radius of 1,301.42 feet, a central angle of 11°09'01" and subtended by a chord bearing and distance of North 02°54'01" West, 252.87 feet to a point of tangency; thence
- 36) North 04°05'30" East, 282.20 feet to a point; thence
- 37) North 06°25'26" East, 152.29 feet to the point of beginning; containing 94.558 acres of land, more or less.

**SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, or proposed, which may apply.

This description was prepared without the benefit of a Title Report.



Prepared By DPS

Checked By [Signature]

WO #05022-3002

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 12722, p. 0443, MSA\_CE53\_12713. Date available 10/01/2010. Printed 06/04/2020.

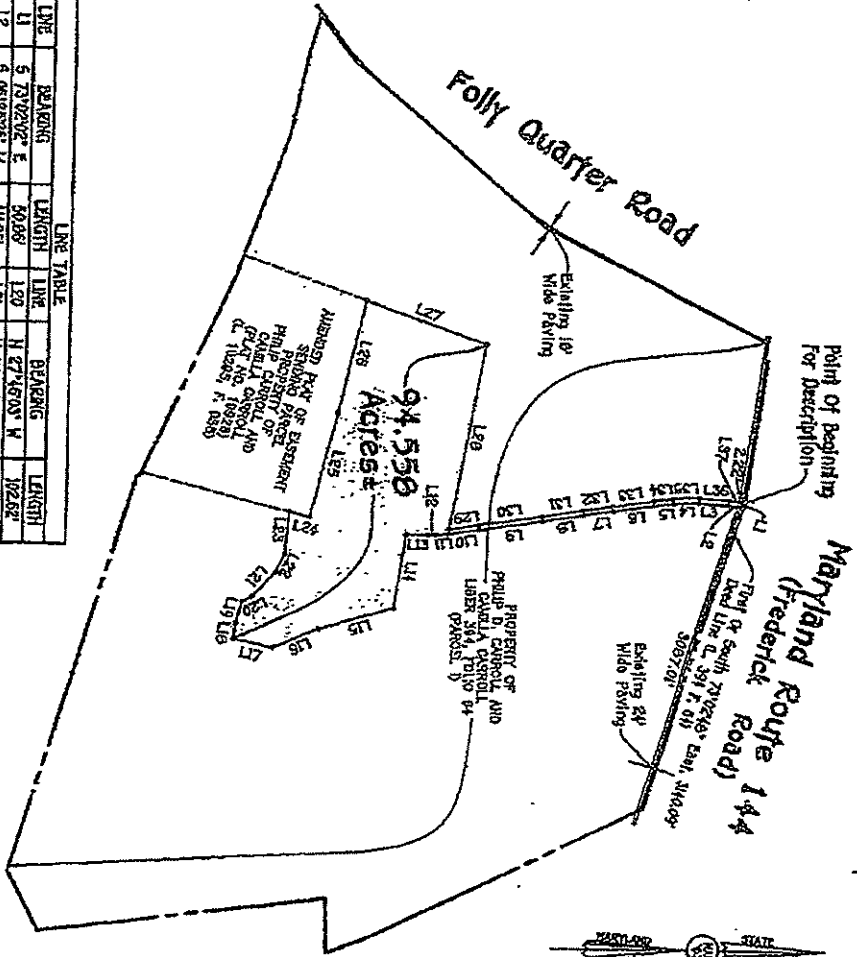
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410) 481-2858  
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LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 73°28'02" E	60.69	L29	N 67°46'05" W	192.62
L2	S 00°23'25" W	141.98	L30	N 47°22'05" W	333.49
L3	S 04°05'00" W	280.95	L31	N 64°29'11" W	192.68
L4	S 01°29'42" E	1-283.57	L32	N 09°27'07" W	421.22
L5	S 07°27'05" E	199.70	L33	N 48°19'15" E	224.25
L6	S 09°24'23" E	391.82	L34	N 78°10'22" W	1044.43
L7	S 09°00'07" E	833.92	L35	N 77°07'57" W	1128.50
L8	S 09°47'34" E	393.10	L36	S 79°49'08" E	1032.40
L9	S 09°03'18" E	615.62	L37	S 09°09'25" E	1837.81
L10	S 09°09'56" E	316.97	L38	N 09°08'55" W	613.16
L11	S 08°08'01" E	17.29	L39	N 09°47'53" W	303.03
L12	S 00°40'30" E	76.57	L40	N 09°00'09" W	253.79
L13	S 00°42'40" W	207.41	L41	N 09°24'23" W	392.31
L14	S 01°30'55" E	780.53	L42	N 07°27'15" W	181.10
L15	S 16°37'31" E	758.66	L43	S 04°50'12" E	1-283.57
L16	S 23°29'33" E	478.62	L44	N 04°05'30" E	882.82
L17	S 12°19'25" W	399.04	L45	N 08°29'26" E	192.68
L18	N 02°23'01" W	153.17	L46		
L19	N 73°24'06" W	221.55	L47		



**FISHER, COLLINS & CARTER, INC.**  
 CIVIL ENGINEERS, SURVEYORS & LAND SURVEYORS  
 1000 EAST GAITHERS ROAD, SUITE 100  
 ELLETTT CITY, MARYLAND 21744  
 410-681-2055

**Exhibit To Accompany  
 Description Of A  
 94.556+ Acre Parcel**

Part Of The Property Of  
 Philip D. Carroll And Carol Ann Carroll  
 Liber 394 At folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 19, 2010

LIBER 12722 FOLIO 44

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

March 23, 2020

**VIA FIRST CLASS MAIL**

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

**Re: Camilla Carroll and Philip D. Carroll, Petition for  
Amendment to Development Rights and Responsibilities Agreement**

Dear County Executive Ball:

This firm represents Camilla Carroll and Philip D. Carroll (collectively, the "Petitioners"). The Petitioners and Howard County, Maryland are parties to that certain Development Rights and Responsibilities Agreement dated September 23, 2010 and recorded among the Land Records of Howard County, Maryland in Liber 12722, folio 248 (the "Current DRRA").

In accordance with Subtitle 17 of Title 16 of the Howard County Code, please accept this letter and the enclosed amendment (the "Amendment") as a petition to negotiate and execute a First Amendment to Development Rights and Responsibilities Agreement.

The purpose for the Amendment is to extend the term of the Current DRRA by a period of five (5) years. No other changes are proposed to be made to the Current DRRA.

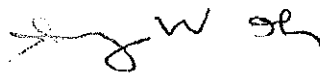
Please be advised that a pre-submission community meeting regarding the Amendment was conducted on May 23, 2019 in accordance with the requirements of Section 16.1701(b)(1) of the Howard County Code.

Calvin Ball, Howard County Executive  
March 23, 2020  
Page 2 of 2

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

Very truly yours,

TALKIN & OH, LLP



Sang W. Oh

SWO  
Enclosure

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

**FIRST AMENDMENT TO  
DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this "Amendment"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and among CAMILLA CARROLL and PHILIP D. CARROLL, individuals (collectively, "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 amend previously executed Development Rights and Responsibilities Agreements.
3. The Parties hereto are parties to that certain Development Rights and Responsibilities Agreement dated September 23, 2010 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber 12722, folio 248 (the "Existing DRRA") regarding certain real property more particularly described and identified in the Existing DRRA.
4. Section 16.1701 of the County Ordinance provides the procedure for amending previously executed Development Rights and Responsibilities Agreements such as the Existing DRRA.
5. Additionally, Section 9.4 of the Existing DRRA provides that the Parties may amend the Existing DRRA "by mutual 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."
6. Section 9.2.A of the Existing DRRA provides that the Existing DRRA "shall terminate and be void on the tenth (10<sup>th</sup>) anniversary of the Effective Date of [the Existing DRRA], unless extended by an amendment to [the Existing DRRA] complying with all procedures required in [the Existing DRRA], the County Ordinance and Maryland Law . . . ."
7. The Parties desire to extend the term of the Existing DRRA for an additional

period of five (5) years.

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

9. On or about \_\_\_\_\_, 2020, Petitioner petitioned Howard County to enter into this Amendment.

10. On or about \_\_\_\_\_, 2020, Howard County reviewed this Amendment and determined to accept this Amendment and to initiate the process of considering an amendment to the Existing DRRA.

11. This Amendment was negotiated between Petitioner and the Howard County Executive.

12. A pre-submission community meeting regarding this Amendment was conducted in accordance with the requirements of the County Ordinance and Howard County law on May 23, 2019.

13. This Amendment was referred to the Howard County Planning Board (the "Planning Board") for an advisory determination of whether this Amendment is consistent with Howard County's general plan, PlanHoward 2030 (the "General Plan"). At a public meeting held on \_\_\_\_\_, 2020, the Planning Board determined that this Amendment was consistent with the General Plan. The recommendation of the Planning Board is attached hereto and incorporated herein by reference as Exhibit A.

14. On \_\_\_\_\_, 2020, the Howard County Council held a duly advertised public hearing on this Amendment in accordance with Howard County law, and approved this Amendment on \_\_\_\_\_, 2020 by Council Resolution \_\_\_\_\_.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this Amendment, 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

### AMENDMENT

1.1 Term. Section 9.2.A of the Existing DRRA is hereby deleted in its entirety

and is hereby replaced as follows:

“A. This Agreement shall constitute covenants running with the land and shall run with and bind the Property. This Agreement shall terminate and be void on September 23, 2025, unless extended by an amendment to this Agreement complying with all procedures required in this Agreement, the County Ordinance and Maryland Law or in accordance with Section 8.4 above or unless terminated by agreement of the Parties or as permitted by law.”

1.2 Nature, Survival, and Transfer of Obligations. The Parties agree that this Amendment shall run with the land and be binding upon and inure to the benefit of Petitioner and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Property (except owners of an individual lot improved as part of the Project and pursuant to a validly-issued building permit). To assure that all such successors, assigns, and successor owners have notice of this Amendment and the obligations created by it, Petitioner agrees that they shall:

A. Have this Amendment recorded among the Land Records within twenty (20) days after the Effective Date of this Amendment; and

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

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

1.3 Binding Upon Successors and Assigns of Howard County. Howard County agrees that, to the extent permitted by law, all obligations assumed by it under this Amendment shall be binding on it, its agencies, employees, governmental units, the Planning Board and its and their respective successors and assigns.

1.4 Regulation and Master Plan Consistency. Howard County has determined that this Amendment is consistent with the General Plan. The Planning Board has determined that this Amendment is consistent with the General Plan.

1.5 Public Health, Safety and Welfare. Howard County has determined that the terms and provisions of this Amendment will ensure that the public health, safety and welfare of the residents of Howard County are protected.

1.6 Ratification. The Parties hereby ratify and confirm all of the terms and



provisions of the Existing DRRRA and acknowledge and agree that all of the terms and provisions of the Existing DRRRA remain in full force and effect, except as otherwise expressly and specifically modified and amended by the terms and provisions of this Amendment. In the event of any conflict between the terms and provisions of the Existing DRRRA, and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

ARTICLE II  
MISCELLANEOUS

2.1 Time of Essence. Time is of the essence in the performance of all terms and provisions of this Amendment.

2.2 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 Amendment and agree not to challenge this Amendment 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 Amendment on its behalf have been properly authorized to do so.

2.3 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Maryland.

2.4 Severability. In case any one or more of the provisions contained in this Amendment 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 this Amendment, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Amendment.

2.5 No Third Party Beneficiary Status. The Parties specifically agree that this Amendment 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 Amendment.

2.6 Recitals. The Parties acknowledge and agree that the recitals to this Amendment are true and correct, and such recitals are incorporated herein by reference.

2.7 Defined Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given such terms in the Existing DRRRA.

*[Signatures on Following Pages]*

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

WITNESS/ATTEST:

\_\_\_\_\_  
Camilla Carroll (SEAL)

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared CAMILLA CARROLL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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:

\_\_\_\_\_  
Philip D. Carroll (SEAL)

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared PHILIP D. CARROLL, 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.

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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 Amendment to be the act of the County and that he executed the foregoing Amendment 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.

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Upon Recordation Please Return To:

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

**EXHIBIT A**

**PLANNING BOARD RECOMMENDATION**

See attached.



Attachment C  
Technical Staff Report  
General Plan Amendment

Marsha S. McLaughlin, Director

**TECHNICAL STAFF REPORT**

January 7, 2010

*Planning Board Meeting of January 21, 2010  
County Council Hearing to be scheduled*

**Case No. /Petitioner:** At the request of Camilla Carroll and Philip D. Carroll

**Request:** Adjustment to the Planned Service Area boundary of the Master Plan for Water & Sewerage in conjunction with a related Petition to Amend the Zoning Map of Howard County for property located in Ellicott City, Howard County, Maryland.

**Location:** Second and Third Election Districts  
Portion of Historic Doughoregan Manor at 3500 Manor Lane  
Ellicott City, Howard County, Maryland  
Tax Map 23, Grid 10, Part of Parcel 71

**Area of Site:** 221.1 +/- acres

**Zoning:** RC-DEO: Rural Conservation – Density Exchange Option

**Proposed Zoning:** R-ED: Residential – Environmental Development

***Department of Planning and Zoning Recommendation:***

**Approval**



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## I. BACKGROUND

### *Application Overview*

- The owners of Doughoregan Manor are requesting that the General Plan be amended so that the eastern-most, 221-acre portion of their property may be added to the Planned Service Area for Water and Sewerage. Their purpose is to create roughly 325 new building sites for single-family-detached residences, so that these sites may be sold in order to generate funds to restore and preserve the manor house which is a National Historic Landmark.
- A concurrent request to rezone a portion of this property (ZB 1087M) proposes that the parcel be rezoned to Residential – Environmental Design (R-ED) from the currently existing zoning designation of RC – Rural Conservation-Density Exchange Option (RC-DEO).
- The owners of Doughoregan Manor have applied to sell the County a permanent agricultural land preservation easement on 500 acres of farmland. The Agricultural Land Preservation Board recommended acquisition of an easement on the property. Upon signature of the commitment letter by the owners, the County Executive will request the County Council to approve the use of an installment purchase agreement to acquire the agricultural land preservation easement. Settlement on the easement acquisition can then be scheduled.
- The owners are also offering to donate about 34 acres of land above to be added to the Kiwanis-Wallas Park.
- The property owners are in the process of developing a strategy for preservation of the 90-acre historic core that includes the Manor and the immediately surrounding historic outbuildings.

### *General Information*

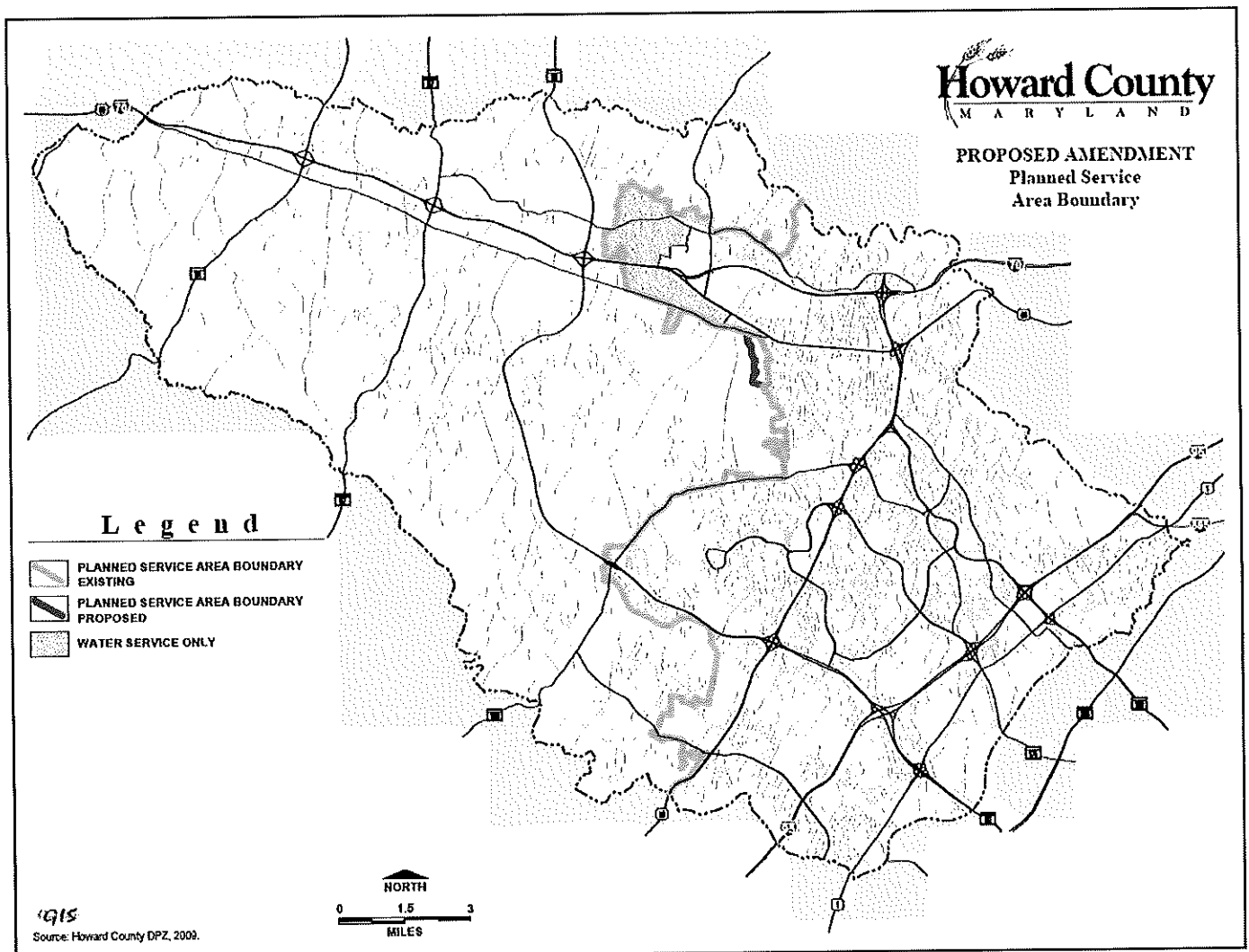
- Doughoregan Manor was the country home of Charles Carroll III of Carrollton, a signer of the Declaration of Independence for Maryland. Charles Carroll, planter, landowner, politician and US Senator, was the only Roman Catholic signer of the Declaration and its last surviving signer. Charles Carroll III is buried in the family chapel attached to the north end of the Manor. Doughoregan Manor is the only home of a signer of the Declaration of Independence that is still in family ownership.
- In May 2007, a 30-year historic easement placed on the property by the Maryland Historic Trust expired.
- Seventy-five acres of the property are already protected in a permanent preservation easement. This land is already preserved and is not included in any of the proposed requests mentioned above.
- Frederick Road (MD 144) is a part of the Historic National Road, a Maryland Scenic Byway, a Maryland Signed Bicycle Route and a County-designated Scenic Roadway. The portion of the roadway adjacent to the subject property is described in the Howard County scenic road survey document as: “predominantly residential, with some scattered commercial uses. Scenic features include the distant view of rolling farmland and forest and a row of mature trees at the road’s edge at Doughoregan Manor, several picturesque farmsteads and homes, small areas of forest, a pond, and a small stream paralleling the road.”



## II. GENERAL PLAN AMENDMENT

- *General Plan 2000* allows for the inclusion of land in the Planned Service Area for water and sewer when a new zoning designation is being sought for land located on property adjoining the Planned Service Area:

Although this General Plan does not propose an expansion of the Planned Service Area to accommodate future residential or commercial growth, it should be anticipated that in the future there may be isolated situations where minor adjustments may be appropriate. Any requests for a General Plan amendment for expansion of the Planned Service Area should be denied unless the following minimum criteria are met: the proposed expansion of the Planned Service Area is part of a proposed zoning and is consistent with the General Plan and Smart Growth policies, or the proposed expansion of the Planned Service Area is intended to provide for a public or institutional use such as a religious facility, charitable or philanthropic institution, or academic school. In each case sewer and water infrastructure capacity and costs shall be analyzed to confirm the feasibility and availability of scheduled capacity.



### III. DOCUMENTS AFFECTED

#### *General Plan 2000*

- If this proposed amendment were to be approved, then the 2000 General Plan Policies Map 2000/2020 would be adjusted to reflect the inclusion of the proposed site within the Planned Service Area boundary.

#### *Master Plan for Water and Sewerage*

- If this amendment were approved, then the change on the 2000 General Plan Policies Map would need to be reflected in an amendment to the Master Plan for Water and Sewerage via a separate application to DPW.

#### *Howard County Code*

- If this amendment were approved as proposed, then a Development Rights and Responsibilities Agreement would be proposed by the owner to secure development rights and preclude any future rezoning request.

#### *Zoning Map*

- If the Petition to Amend the Zoning Map of Howard County were approved, then the portion of the property that is the subject of this proposed GPA would need to be rezoned from the current Rural Conservation-Density Exchange Option (RC-DEO) to a zoning designation intended for property located within the PSA.



Doughoregan Manor - Current & Proposed Planned Service Area Line

Current Planned Service Area Line

Proposed Planned Service Area Line



---

#### IV. EVALUATION

##### *General Plan 2000*

The owner's request for a PSA expansion is consistent with the criteria in *General Plan 2000* for consideration as an amendment to the Planned Service Area (PSA). The owner's proposal is dependent on the approval of the Petition to Amend the Zoning Map of Howard County to prove either change or, in this case, mistake, as stated.

The following policies and objectives in *General Plan 2000* are directly related to the proposed GPA 2010-1:

- Policy 3.1:** *Ensure that a critical mass of high quality, strategically located farmland is protected from development.*
- **Purchase of Development Rights.** Purchase agricultural preservation easements on at least 5,000 additional acres in the Rural West.
- Policy 4.18:** *Enhance the County park system and recreational facilities.*
- **Acquisition Schedule.** Accelerate acquisition of land to meet the County's long-term recreation needs since suitable sites are disappearing rapidly. Priority for park acquisition should be directed inside the Planned Service Area where population is greatest.
- Policy 5.14:** *Maintain or enhance the landscape character of roads.*
- **Scenic Roads in the East.** Strengthen requirements for view protection.
- Policy 5.18:** *Establish a comprehensive County-wide historic preservation program.*
- **Broadening of Participation.** Coordinate County historic preservation initiatives and programs with State and Federal programs and with historic preservation and interpretative programs of local nonprofit organizations.

##### *Agency Comments*

As requested by DPZ, local and State agencies reviewed the proposed GPA2010-1 and submitted comments.

The following agencies stated no objection to the application:

- Health
- Licenses, Inspections and Permits

The following agencies submitted specific comments (attached) that will be addressed during the Site Plan Development review by the Subdivision Review Committee:

- Fire & Rescue
- Howard County Public School System
- Police
- Public Works
- Recreation and Parks
- State Highway Administration

***Water Resources Element***

The County has proposed an Amendment to General Plan 2000, the “Water Resources Element” (WRE). The Planning Board has recommended approval of this General Plan Amendment (GPA) and the County Council is expected to consider this proposed Amendment in early 2010. Growth projections for the WRE address the potential request for a GPA to extend the Planned Service Area (PSA) to allow limited new residential development on a portion of Doughoregan Manor as part of a comprehensive strategy to protect this National Historic Landmark property.

The WRE offers the following analysis of any proposal to include Doughoregan Manor in the PSA:

“This increase is within the projected capacity of the water supply and sewage treatment system, however, the development of a portion of Doughoregan Manor will require an expansion of the current PSA. The development for Doughoregan Manor will not require any resizing of the water delivery system, but will require a significant expansion in pipe capacity at two locations in the sewage collection system.

Consideration of bringing a portion of Doughoregan Manor into the PSA is premised on permanent preservation of most of this National Historic Landmark property. It is not intended to signal the potential for inclusion of any other properties with existing or proposed multi-use septic systems adjacent to the PSA. Including additional properties would further increase flow to the Little Patuxent WRP and increase the need to achieve higher efficiency ENR treatment. To reduce flow and the nutrient concentration in flow sent to the Little Patuxent WRP from expansion of the PSA for Doughoregan Manor, wastewater from development at Doughoregan Manor should be treated on site before being discharged to the Little Patuxent WRP.”  
(WRE, page 20)

The Doughoregan GPA request includes the following statements:

“As part of the new plan, we believe that the Department of Public Works will request that we increase the size of a portion of the line on the Property. We intend to accede to that request as well as adding nitrogen pre-treatment facilities, in effect treating not only the effluent from the new housing but also that from properties to the north and west of Doughoregan Manor. We also understand from discussions with the Department of Public Works that an existing undersized section on the Little Patuxent Interceptor will require replacement under a capital project prior to any units being constructed on our Property.”

The proposal to increase the size and capacity of sewer lines and to add nitrogen pre-treatment facilities on the property is consistent with the recommendation in the Howard County Proposed Water Resources Element (WRE), a proposed amendment to General Plan 2000. The WRE recommends:

**Policy 2:** Ensure the adequacy of wastewater treatment capacity.

**Action 2.2** Require that properties added to the current Planned Service Area, large redevelopment sites within the PSA and large sites with zoning intensification within the PSA minimize increases in flow and the nutrient concentration in flow sent to the wastewater treatment plants.  
(WRE, page 23)

The WRE also calls for such projects to address water conservation and reuse:

**Policy 1:** Ensure the safety and adequacy of the drinking water supply, and promote water conservation and reuse.

**Action 1.2** Require that properties added to the current Planned Service Area, large redevelopment sites within the PSA and large sites with zoning intensification within the PSA implement water conservation and reuse practices and technology.  
(WRE. page 23)

## V. CONCLUSION

The owner's request for a Planned Service Area boundary amendment is consistent with the criteria required for consideration by the County of an expansion to the Planned Service Area (PSA). It is associated with a proposed rezoning that is intended to achieve General Plan policies related to historic preservation, agricultural preservation, recreation and scenic roads.

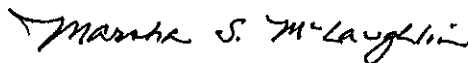
## VI. RECOMMENDATIONS

The Department of Planning and Zoning recommends **approval** of GPA2010-1.

Additionally, DPZ recommends including language in the proposed bill that if the parcel is developed and connected to the public water and/or sewerage system by a deadline specified in the bill, the planned service area expansion and the metropolitan district inclusion, if applicable, shall be null and void and the planned service area as it relates to the parcel shall revert to that in place prior to the council bill approving the expansion, without any additional action by the Council.

January 7, 2009

\_\_\_\_\_  
Date



\_\_\_\_\_  
Marsha S. McLaughlin, Director of Planning & Zoning

## APPLICATION

October 28, 2009

Honorable Ken Ulman, Howard County Executive  
Honorable Mary Kay Sigaty, Howard County Council, Chair  
Honorable Jennifer Terrasa, Howard County Council, Vice-Chair  
Honorable Calvin Ball, Howard County Council, Member  
Honorable Greg Fox, Howard County Council, Member  
Honorable Courtney Watson, Howard County Council, Member  
3430 Courthouse Drive  
Ellicott City, MD 21043

RE: Request for Amendment to General Plan  
Doughoregan Manor, Tax Map 23, Parcel 71, 892.6 AC ± (the "Property")

Dear Messrs. and Mesdames:

As you know, for approximately two years, our family worked with Erickson Retirement Communities to develop a continuing care retirement community ("CCRC") on a portion of our historic estate. We formulated a plan to preserve the remainder of one of the largest expanses of undeveloped land in Howard County.

As you also know, in February 2009, Erickson submitted a request for an amendment to the General Plan and Zoning Regulations of Howard County to facilitate their proposal and, thereby, begin the process of preserving Doughoregan Manor. In June 2009, Erickson formally withdrew their interest in the property and thus left the plan in limbo. The challenge of maintaining and preserving our property, however, persists. While the plan for a CCRC has not proven workable, viable strategies for long-term preservation remain.

We are writing to ask your help with a revised plan that we believe will solve the dilemma that our family faces as owners of Doughoregan. Your cooperation will allow us all to carry out our shared obligation as stewards of our past and present.

Following the withdrawal of Erickson, our family decided to retain complete control of the property and any future development proposals. Given our current financial circumstances, we cannot allow ourselves to be at the risk of another unanticipated decision by a third-party developer. Our decision requires more time and greater expense for our family; however, we believe that final and lasting solutions can be expeditiously achieved. Our family has invested heavily in the restoration of the main house, but there is much more that needs to be done soon in order to prevent irreversible deterioration. In addition, several historic outbuildings have reached a point where immediate action is needed or they will be lost. Doughoregan is more than the main house: the setting must be preserved. We intend to do that if the financial resources are there.

October 28, 2009

Page 2 of 5

The revised plan has several components, all of which must be approved and implemented in order for our initiative to be a success. The components are as follows:

## **Development**

### ***Location***

The eastern-most portion of the Property, which was previously identified and depicted on "Exhibit B" in a February 25, 2009 letter to you as the land to be acquired by Erickson, will continue to serve as the development area in the new plan. The proposed area is shaded and shown as 221.1 Acres ± on the attached Exhibit to Accompany Petition to Amend the Zoning Map of Howard County, which is being provided to you as a courtesy. On this area will be sited approximately 325 single family detached units as shown on the attached Exhibit 2, a preliminary concept plan.

### ***Purpose***

The development plan is designed to be R-ED (Residential-Environmental Development), the lowest density and most environmentally conscientious development in the Howard County Zoning and Subdivision Regulations. With smaller lot sizes averaging 8,000 sq. ft. and larger requirements for open space, the proposed development will accommodate houses generally from 2,500 to 3,000 sq. ft. Exhibit 2 shows an innovative subdivision layout including an attractive neighborhood design, which will meet or go beyond the impending upgrades to Maryland's storm water regulations.

### ***Benefits***

Under the new plan, removal of large areas of existing forest that were part of the Erickson plan can be avoided. Connecting roads to the Ridge Lake and Chateau Ridge communities are also unnecessary. Development of the eastern boundary of Doughoregan best preserves and protects the setting of the historic buildings. The development of single family detached units will be harmonious with the existing residential development on adjacent properties and will avoid conflicts with ongoing farming operations on Doughoregan.

### ***Traffic***

Recently, we have discussed our plan with a number of interested citizens and community associations. Most concerns raised involved traffic on Rt. 144 and school capacity, which we understand and share as residents of this area. We believe, however, that we have sufficiently studied traffic impacts and can express with confidence that the new plan will not degrade our quality of life. We are committed to effecting a balance between preserving the existing scenic character of the National Road and the safety requirement for ingress and egress. We believe both can be achieved. The traffic studies that we have conducted show that peak hour trips do not add to the existing traffic on Rt. 144 to a substantial



October 28, 2009

Page 3 of 5

degree. In fact, the level of traffic generated by the proposed development is projected to be less than one third of that which would have been generated under the Erickson proposal. We also recognize we will be required to assure an adequate level of service at neighboring intersections.

### ***Schools***

We project the build-out of the development to occur approximately 12 to 15 years from now, based on the length of the permit approval process, actual construction and, of course, market factors. While we cannot predict exactly the number of school-aged children resulting from a particular development, we believe that absorption of the students from the 325 units over a 12 to 15 year period will be acceptable.

### ***PSA***

We will not require the zoning text amendment envisioned for the Erickson proposal. However, as before with the Erickson proposal, in order to accommodate this development, an extension of the planned service area for water and sewer ("PSA") along with a zoning map change will be required. Consequently, we ask that you consider the amendment to the PSA and Master Plan for Water and Sewerage Plan requested by Erickson in February 2009 as largely unchanged and remaining pending.

### ***Public Works***

As you may know, there are already existing and operating public sewer lines that traverse the proposed development area. As part of the new plan, we believe that the Department of Public Works will request that we increase the size of a portion of the line on the Property. We intend to accede to that request as well as adding nitrogen pre-treatment facilities, in effect treating not only the effluent from the new housing but also that from properties to the north and west of Doughoregan Manor. We also understand from discussions with the Department of Public Works that an existing undersized section on the Little Patuxent Interceptor will require replacement under a capital project prior to any units being constructed on our Property.

We have attached hereto a statement of justification from our legal counsel in support of the proposed amendment to the PSA.

Approval of the proposed amendment to the PSA will precede a Petition for an Amendment to the Zoning Map for Howard County to change the zoning of the development area of the Property from RC-DEO to R-ED. This Petition for rezoning has been filed with the Department of Planning and Zoning.

October 28, 2009

Page 4 of 5

### **Easement**

The second component of the strategy to preserve the Manor is the placement of approximately 500 acres of the land along Folly Quarter Road and Rt. 144 under permanent preservation under the Howard County Agricultural Land Preservation Program. The 94.5 acres of land immediately surrounding the manor house and outbuildings will remain in our family's hands where we will continue to live for generations to come. While we do not plan for the family ever to leave the Manor, we are committed to the long-term preservation of the property and intend to investigate legal means of achieving that goal.

### **Dedication**

The third component is our family's willingness to dedicate approximately 34 acres of land that is contiguous to Kiwanis Wallis Park. We believe the park provides an invaluable service to Howard County families. We welcome the opportunity to contribute to the welfare of our county's children.

### **Development Rights and Responsibilities Agreement**

As a fourth component, we propose that the foregoing terms be set forth as stated in a Development Rights and Responsibilities Agreement, the authority and approval for which must be enacted by the governing body of Howard County. Attached hereto is a draft of the appropriate legislation.

The General Plan Amendment and draft of the Development Rights and Responsibilities Agreement are being provided to you with the request for their introduction as legislation. The application for rezoning is being submitted to the Department of Zoning in accordance with established procedures. We believe it is imperative for these elements to remain as a comprehensive package in order to produce a workable solution.

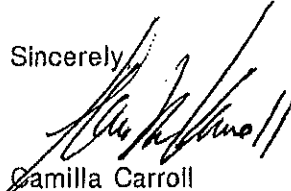
We and our consultants remain available to meet with each of you and members of the community to discuss your questions, comments or concerns. On behalf

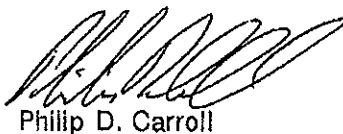
October 28, 2009

Page 5 of 5

of our family, we thank you for your consideration of this matter and look forward to continuing to work with you and the citizens of Howard County.

Sincerely,

  
Camilla Carroll

  
Philip D. Carroll

cc: Marsha McLaughlin, Department of Planning and Zoning, Director  
James Irvin, Department of Public Works, Director  
Margaret Ann Nolan, Office of Law, County Solicitor

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

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

October 28, 2009

Honorable Ken Ulman, Howard County Executive  
Honorable Mary Kay Sigaty, Howard County Council, Chair  
Honorable Jennifer Terrasa, Howard County Council, Vice-Chair  
Honorable Calvin Ball, Howard County Council, Member  
Honorable Greg Fox, Howard County Council, Member  
Honorable Courtney Watson, Howard County Council, Member  
3430 Courthouse Drive  
Ellicott City, MD 21043

RE: Justification In Support of General Plan Amendment  
Extension of Planned Service Area for Water and Sewer for Portion of Parcel 71  
of Tax Map 25 (221.1 AC ±)

Dear Messers and Mesdames:

Please be advised that this firm represents Camilla and Phillip D. Carroll with respect to the above-referenced Property.

This letter is being provided to you as justification in support of amending the map of the Planned Service Area for water and sewer ("PSA") as contained in the 2000 General Plan and the Master Plan for Water and Sewerage. The proposed amendment requests the extension of water and sewer to a portion of Doughoregan Manor as specified on the attached "Exhibit to Accompany Petition to Amend the Zoning Map of Howard County - Doughoregan Manor." The proposed area for inclusion in the PSA is colored green and shown as 221.1 AC ± (the "Site"). Currently, Doughoregan, including the Site, is zoned RC-DEO and is in the No Planned Service Area, despite the fact that actual sewer lines traverse portions of the Site.

In evaluating this request, we ask you to consider the following:

Page 98.1 of the 2000 General Plan specifies that "[a]ny requests for a General Plan amendment for expansion of the Planned Service Area should be denied unless the following minimum criteria are met: the proposed expansion of the Planned Service Area is part of a proposed zoning and is consistent with the General Plan and Smart Growth policies . . ."

Attached hereto is a Petition to Amend the Zoning Map of Howard County for the Site (the "Rezoning Application"). As you will note, the request is a change from RC-DEO to R-ED.

October 28, 2009

Page 2 of 3

This request is consistent with the tenets of the 2000 General Plan and Smart Growth policies for a number of reasons.

The 2000 General Plan ("GP") endorses preserving contiguous blocks of agricultural land and protecting the rural character in the Near West. GP at 44. The Near West is the area of the Rural West that is zoned Rural Conservation (RC) and is adjacent to the Planned Service Area. *Id.* Doughoregan is the largest tract of uncommitted residential land in the Near West and represents the greatest remaining opportunity for agricultural preservation in the Near West. If accomplished, the successful preservation of Doughoregan as proposed will result in the largest contiguous expanse of preserved farmland in the Near West and will be a key component in protecting its rural character.

The first tenet of Maryland's Smart Growth Goals is to save our most valuable resources before they are forever lost. The preservation of farmland and environmental resources in the Rural West has been the principal goal of the regulations for cluster subdivisions. As the 2000 General Plan acknowledges, however, the current cluster subdivision regulations have been very successful in protecting streams, wetlands, floodplains, steep slopes and forest, but they have been only partially successful in achieving the key goal of preserving farmland. GP at 47. Cluster subdivision design is frequently dictated by the location of the best soils for septic systems, resulting in the best soils being used for lots instead of farmland. *Id.*

Doughoregan is permitted under its existing zoning to develop over 400 single-family detached units on the Property. Locating these lots on the portions of Doughoregan with the soils most suitable for septic systems presents the undesirable option of sprawling the development across the Property and in locations that would adversely affect the agricultural character of this area. Residential development in accordance with the RC-DEO will also have an adverse impact of the character of two scenic roads: Folly Quarter Road and MD Route 144 (the "National Road"). GP at 56. We believe the development that is permitted by right would not best serve the interests of our County.

The goals of the 2000 General Plan and Smart Growth policies would be better served by a proposal of concentrating the residential development to the eastern-most section of the Property in the area of the Site, where the number of proposed new housing with public water and sewer will be approximately 100 units less and more compatible with the homes on neighboring properties. The remainder of the Property will be left undisturbed, as-is and remain largely farmland. The General Plan discusses using a variety of tools to achieve its goal of protecting 30,000 acres in the Rural West. GP at 44. Each of these options may have limited applicability, but together they contribute to an effective land preservation strategy. *Id.* We believe that the proposed plan for Doughoregan is the type of combined strategy referenced in the General Plan.

Smart Growth principles also support development in areas where infrastructure is already in place or planned to support it. In addition to the preservation of farmland, one of the principal benefits of permanently protecting land in the Near West is to guard against the

October 28, 2009

Page 3 of 3

potential for unwanted sprawl into the Rural West. With the requested General Plan Amendment, the boundary of the PSA will terminate on the west side of the Site. Abutting the new PSA boundary will be permanently preserved agricultural land, thereby eliminating the potential for any future PSA extension requests in this area.

The General Plan provides that "[i]n each case [of a proposed expansion of the PSA], sewer and water infrastructure capacity . . . and costs shall be analyzed to confirm the feasibility and availability of scheduled capacity." GP at 98.1. In this regard, please be advised that the extension of water line in this area (which is within the MD Route 144 Right-of-Way and adjoins the Property) and sewer line to serve the Site will not be an expense to the general public. To the contrary, all construction and fees will be private expense to be paid by the developer. We have had discussions with the Department of Public Works and are of the understanding that sewer and water capacity is available, particularly in light of the fact that we will be upgrading the size of the sewer line on-site and installing pre-treatment of new and existing effluent.

In terms of the adequacy of public facilities, we have already discussed the fact that a certain number of residential units are permitted by right on Doughoregan Manor. The traffic and school capacity to be generated by these units are already an existing condition. The proposed plan reduces the planned density for Doughoregan and envisions a long term projected build-out. In any event, the proposed units will be subject to all APFO tests pursuant to the General Plan, which must be met in order for the development to proceed.

And finally, the proposed development coupled with the 500 acres of land surrounding Doughoregan Manor being preserved with an Agricultural Preservation Easement under the County's program will enable the Carroll family to continue to be stewards of the Property as they have for the past three centuries. The proposed plan provide financial reserouces to protect and restore the Manor and supporting historic structures, thereby furthering the County's historic preservation goals.

We look forward to continuing the community dialogue on these issues and welcome any questions or comments. Thank you.

Very truly yours,

TALKIN & OH, LLP



By: Sang W. Oh

cc: Marsha McLaughlin, Department of Planning and Zoning, Director  
James Irvin, Department of Public Works, Director  
Margaret Ann Nolan, Office of Law, County Solicitor

Introduced \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Council Action \_\_\_\_\_  
Executive Action \_\_\_\_\_  
Effective Date \_\_\_\_\_

## County Council Of Howard County, Maryland

2009 Legislative Session

Legislative Day No. \_\_\_\_\_

Bill No. \_\_\_\_ - \_\_\_\_\_

Introduced by: \_\_\_\_\_

AN ACT to authorize Howard County to enter into Development Rights and Responsibilities Agreements pursuant to the authority granted by Article 66B, § 13.01, Md. Ann. Code, and to establish procedures and requirements for the consideration and execution of such agreements

Introduced and read first time \_\_\_\_\_, 2009. Ordered posted and hearing scheduled.

By order \_\_\_\_\_  
Stephen LeGendre, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on \_\_\_\_\_, 2009.

By order \_\_\_\_\_  
Stephen LeGendre, Administrator

This Bill was read the third time on \_\_\_\_\_, 2009 and Passed \_\_\_\_, Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.

By order \_\_\_\_\_  
Stephen LeGendre, Administrator

Sealed with the County Seal and presented to the County Executive for approval this \_\_ day of \_\_\_\_\_, 2009 at \_\_\_\_ a.m./p.m.

By order \_\_\_\_\_  
Stephen LeGendre, Administrator

Approved/Vetoed by the County Executive \_\_\_\_\_, 2009

\_\_\_\_\_  
Ken Ulman, County Executive

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

1        *Section 1. Be it enacted by the County Council of Howard County, Maryland, that new*  
2        *Subtitle 15 "Development Rights and Responsibilities Agreements" is added to Title 16*  
3        *"Planning, Zoning and Subdivisions and Land Development Regulations" of the Howard*  
4        *County Code to read as follows;*  
5

6            Title 16. Planning, Zoning and Subdivisions and Land Development Regulations  
7            SUBTITLE 15. DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENTS  
8

9        SECTION 16.1500. PURPOSE.

10           THE PURPOSE OF THIS SUBTITLE IS TO PROTECT THE PUBLIC HEALTH, SAFETY, AND  
11           WELFARE BY ENACTING THE AUTHORITY GRANTED BY SECTION 13.01 OF ARTICLE 66B  
12           OF THE ANNOTATED CODE OF MARYLAND RELATING TO DEVELOPMENT RIGHTS AND  
13           RESPONSIBILITIES AGREEMENTS AND ESTABLISHING PROCEDURES FOR SUCH  
14           AGREEMENTS IN ACCORDANCE WITH THE PROVISIONS THE STATE CODE.  
15

16        SECTION 14.1501. DEFINITIONS.

17           IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

18           (A) "AGREEMENT" MEANS A DEVELOPMENT RIGHTS AND RESPONSIBILITIES  
19           AGREEMENT.

20           (B) "COUNTY COUNCIL" MEANS THE HOWARD COUNTY COUNCIL.

21           (C) "COUNTY EXECUTIVE" MEANS THE HOWARD COUNTY EXECUTIVE.

22           (D) "PLANNING BOARD" MEANS THE HOWARD COUNTY PLANNING BOARD.

23           (E) "STATE CODE" MEANS THE MD. ANNOTATED CODE, AS AMENDED.  
24

25        SECTION 14.1502. APPLICABILITY.

26           ANY PERSON SATISFYING THE QUALIFICATIONS DESCRIBED IN ARTICLE 66B, §  
27           13.01(C), OF THE STATE CODE, MAY PETITION THE COUNTY EXECUTIVE AND COUNTY  
28           COUNCIL TO ENTER INTO A DEVELOPMENT RIGHTS AND RESPONSIBILITIES  
29           AGREEMENT AS DESCRIBED IN ARTICLE 66B, § 13.01, OF THE STATE CODE.  
31



1 SECTION 14.1502. CONTENTS OF DEVELOPMENT RIGHTS AND RESPONSIBILITIES  
2 AGREEMENTS.

3 AN AGREEMENT SHALL INCLUDE THE CONTENTS REQUIRED BY ARTICLE 66B, §  
4 13.01(F)(1), OF THE STATE CODE, AND MAY INCLUDE THE CONTENTS ALLOWED BY  
5 ARTICLE 66B, § 13.01(F)(2), OF THE STATE CODE.  
6

7 SECTION 14.1503. PROCEDURES.

8 (A) BEFORE ENTERING AN AGREEMENT, THE PERSON SATISFYING THE  
9 QUALIFICATIONS DESCRIBED IN ARTICLE 66B, § 13.01(C), OF THE STATE CODE SHALL  
10 PETITION THE COUNTY EXECUTIVE AND COUNTY COUNCIL TO ENTER INTO A  
11 DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT AS DESCRIBED IN ARTICLE  
12 66B, § 13.01, OF THE STATE CODE.

13 (B) AN AGREEMENT MAY BE EXECUTED BY THE COUNTY EXECUTIVE ONLY AFTER A  
14 PUBLIC MEETING BEFORE THE PLANNING BOARD AND A RECOMMENDATION BY THE  
15 PLANNING BOARD THAT THE PROPOSED AGREEMENT IS CONSISTENT WITH THE  
16 GENERAL PLAN.

17 (C) AN AGREEMENT MAY BE EXECUTED BY THE COUNTY EXECUTIVE ONLY AFTER  
18 THE COUNTY COUNCIL CONDUCTS A PUBLIC HEARING AND DETERMINES BY  
19 RESOLUTION THAT THE COUNTY EXECUTIVE IS AUTHORIZED THE EXECUTE THE  
20 AGREEMENT.

21 (D) WITH THE APPROVAL OF THE COUNTY COUNCIL, AN AGREEMENT MAY BE  
22 CONSOLIDATED WITH A PUBLIC WORKS AGREEMENT OR WITH ANY OTHER PLAN OR  
23 AGREEMENT REQUIRED FOR DEVELOPMENT OF A PROPERTY.  
24

25 SECTION 14.1504. AMENDMENTS OF AGREEMENTS.

26 (A) SUBJECT TO PARAGRAPH (B) OF THIS SUBSECTION AND AFTER A PUBLIC HEARING,  
27 THE PARTIES TO AN AGREEMENT MAY AMEND THE AGREEMENT BY MUTUAL CONSENT.

28 (B) UNLESS THE PLANNING BOARD DETERMINES THAT THE PROPOSED AMENDMENT  
29 TO THE AGREEMENT IS CONSISTENT WITH THE GENERAL PLAN, THE PARTIES MAY NOT  
31 AMEND THE AGREEMENT.

1 SECTION 16.1505. TERMINATION OF AGREEMENTS; SUSPENSION.

2 (A) THE PARTIES TO AN AGREEMENT MAY TERMINATE THE AGREEMENT BY MUTUAL  
3 CONSENT.

4 (B) IF THE COUNTY EXECUTIVE AND COUNTY COUNCIL DETERMINE THAT SUSPENSION  
5 OR TERMINATION IS ESSENTIAL TO ENSURE THE PUBLIC HEALTH, SAFETY, OR WELFARE,  
6 THE COUNTY EXECUTIVE AND COUNTY COUNCIL MAY SUSPEND OR TERMINATE AN  
7 AGREEMENT AFTER A PUBLIC HEARING.

8

9 SECTION 16.1506. APPLICABLE LAWS, REGULATIONS AND POLICIES.

10 (A) EXCEPT AS PROVIDED IN PARAGRAPH (B) OF THIS SUBSECTION, THE LAWS, RULES,  
11 REGULATIONS, AND POLICIES GOVERNING THE USE, DENSITY, OR INTENSITY OF THE  
12 REAL PROPERTY SUBJECT TO THE AGREEMENT SHALL BE THE LAWS, RULES,  
13 REGULATION, AND POLICIES IN FORCE AT THE TIME THE PARTIES EXECUTE THE  
14 AGREEMENT.

15 (B) IF THE COUNTY EXECUTIVE AND COUNTY COUNCIL DETERMINE THAT  
16 COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES ENACTED OR ADOPTED  
17 AFTER THE EFFECTIVE DATE OF THE AGREEMENT IS ESSENTIAL TO ENSURE THE HEALTH,  
18 SAFETY, OR WELFARE OF RESIDENTS OF ALL OR PART OF THE JURISDICTION, AN  
19 AGREEMENT MAY NOT PREVENT A LOCAL GOVERNMENT FROM REQUIRING A PERSON TO  
20 COMPLY WITH THOSE LAWS, RULES, REGULATIONS OR POLICIES.

21

22 SECTION 16.1507. RECORDING.

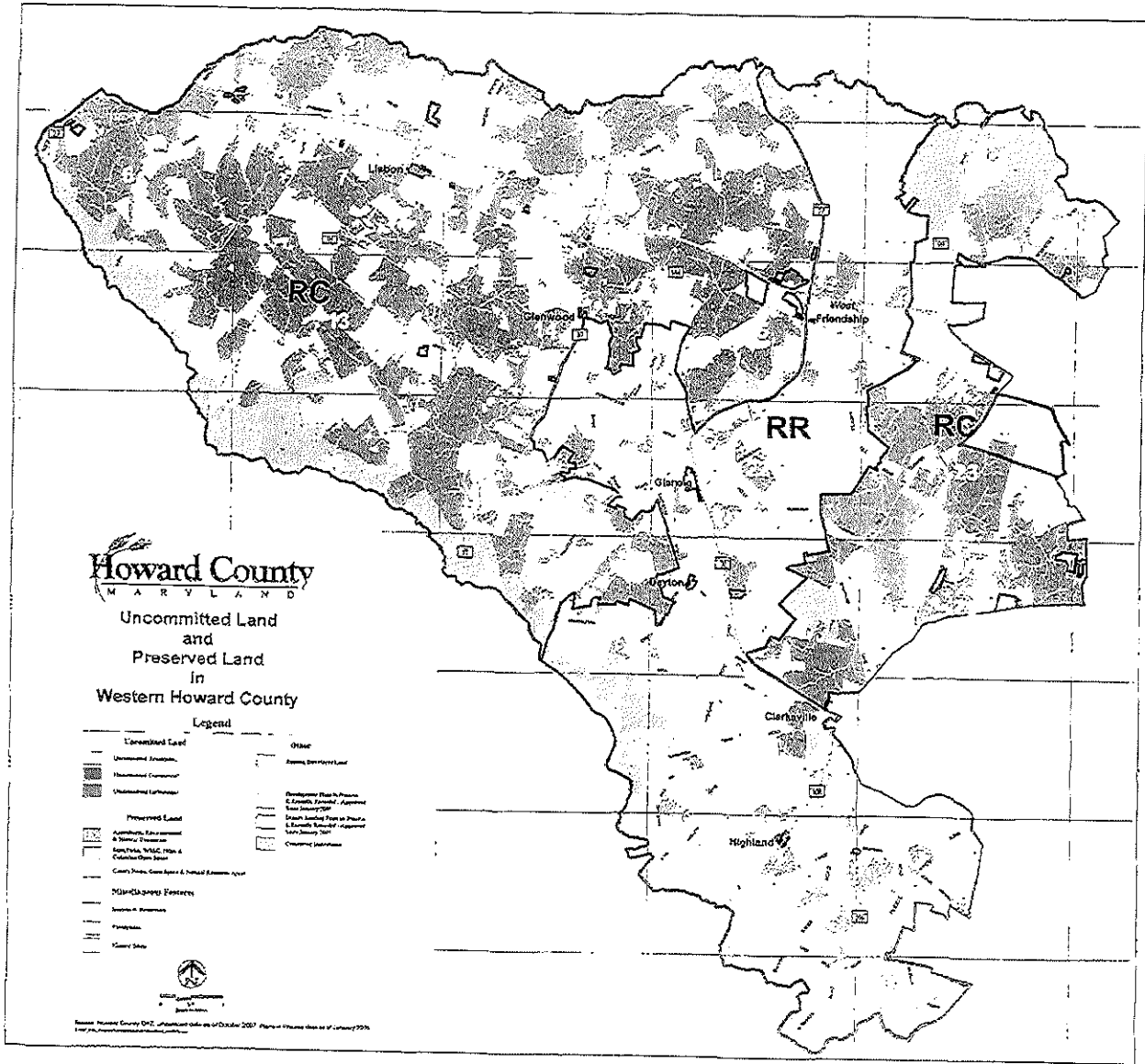
23 (A) AN AGREEMENT THAT IS NOT RECORDED IN THE LAND RECORDS OF HOWARD  
24 COUNTY WITHIN 20 DAYS AFTE THE DAY ON WHICH THE PARTIES EXECUTE THE  
25 AGREEMENT IS VOID.

26 (B) THE PARTIES TO AN AGREEMENT AND THEIR SUCCESSORS IN INTEREST ARE BOUND  
27 TO THE AGREEMENT AFTER THE AGREEMENT IS RECORDED.

28

29 *Section 2. And Be it Further Enacted by the County Council of Howard County,*  
31 *Maryland, that this Act shall become effective 61 days after its enactment.*





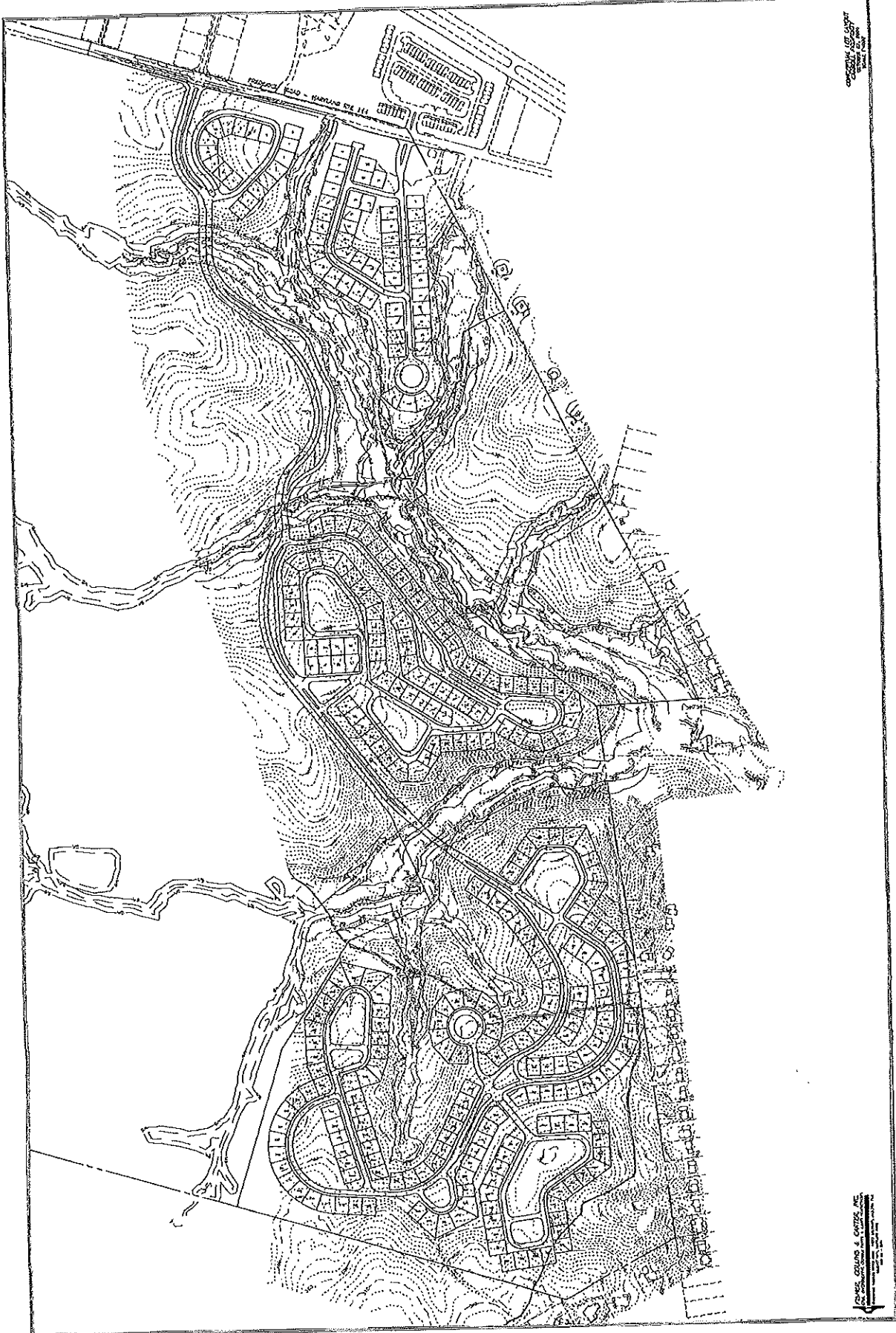
**Howard County**  
MARYLAND

**Uncommitted Land  
and  
Preserved Land  
in  
Western Howard County**

- Legend**
- |   |   |
|---|---|
| Uncommitted Land                                      | Other   |
| Uncommitted Commercial                                | Roads, Driveways, Land  |
| Uncommitted Agriculture                               | Redevelopment Plan in Progress<br>& Locally Approved - Approved<br>Since January 2001 |
| Preserved Land  | Special Land Use in Progress<br>& Locally Approved - Approved<br>Since January 2001   |
| Landmarks, Environmental<br>& Historic Resources      | Other Landmarks   |
| State Parks, Wildlife, Parks &<br>Cultural Open Space | County Parks, Green Space & Natural Features, Open                                    |
| PAW-Eligible Easements                                |   |
| Section 8 Reserves                                    |   |
| Floodplain  |   |
| County Sites  |   |



Source: Howard County DPED, updated on 08/01/2007. Plans in Progress as of January 2001.  
Map of Howard County DPED, updated on 08/01/2007. Plans in Progress as of January 2001.



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Tel: 775-784-1111

AGENCY COMMENTS



# HOWARD COUNTY DEPARTMENT OF FIRE AND RESCUE SERVICES

6751 Columbia Gateway Drive, Suite 400, Columbia, Maryland 21046  
410-313-6000 • www.hcdfrs.org

William F. Goddard, III, *Fire Chief*

Ken Ulman, *County Executive*

December 9, 2009

Robert Lalush  
Planning and Zoning  
Ref: ZB-1087M  
Doughoregan Manor

To Planning and Zoning Board:

I have reviewed the plans for the proposed development of Doughoregan Manor. The development plans to build approximately 280 single family homes located off Frederick Road.

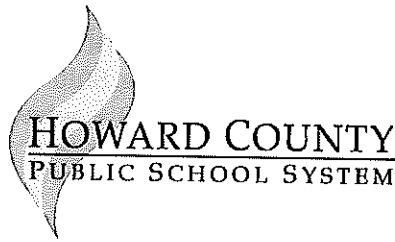
Currently, there is only one access point to enter the development. Per Title 17, Subtitle 1, Sub-section 18.2.3.3.1 of the Howard County Fire Prevention Code, any development with over 100 residences may be required to have more than one access point available for emergency use. This is the main issue facing approval of the development from Fire and Rescue.

Listed below are recommendations for your consideration:

- A Fire Access Road could be created in the development that connects to Burnside Drive. This would be the easiest solution to the second access issue.
- If a second point of access cannot be agreed upon, then all homes would be required to have NFPA 13 D sprinkler systems installed.
- An access road would have to be dual lane the entire length except in those areas where stream crossings may be needed. A single bridge would be acceptable since no home would be located in/near the stream buffer and emergency apparatus could still access all homes in the development.

Battalion Chief Timothy Diehl  
Howard County Department of Fire and Rescue Services  
Office of the Fire Marshal





## MEMORANDUM

**DATE:** January 5, 2010  
**TO:** Mr. William Mackey, AICP  
Howard County DPZ  
**FROM:** Joel Gallihue, AICP  
**RE:** GPA 2010-1 Doughoregan Manor / ZB 1087M

---

HCPSS staff has received the above referenced general plan amendment and petition to amend the zoning map and forwarded it to the Board of Education for their review. The proposal has been made for a property of approximately 221 acres located on the south side of MD Route 144 (Frederick Road) and west of the Kiwanis-Wallis Park. The proposal would facilitate a change in land use from what is presently farmland to residential. The residential units would not be age restricted so they will generate students. A previous proposal for this same part of Doughoregan Manor was made by Erickson Retirement Communities which would have been age restricted but that project was withdrawn.

The zoning petition states that 325 single family detached residential homes are proposed through the R-ED zone. The R-ED District is established to accommodate residential development at a density of two dwelling units per net acre in sensitive environmental or historic areas.

The current assigned schools for this area are Manor Woods ES, Burleigh Manor MS, and Marriotts Ridge HS. Five year average pupil generation ratios for the proposed unit type (single family detached) are presented for these schools and countywide in the following table:

	Assigned Schools	Countywide
Elementary	0.219	0.323
Middle	0.093	0.134
High	0.125	0.114

Board of Education policy envisions operation of schools between 90% and 110% utilization of capacity. Projections are developed annually. Projections that exceed 110% utilization inform planning for redistricting and capital projects. Manor Woods ES is currently projected to remain under 110% capacity until 2013. Burleigh Manor MS is currently projected to operate below 110% capacity until 2020. Marriott's Ridge HS is projected to operate below 110% capacity for the foreseeable future. Given the current five-year average pupil generation rates for the assigned schools, the proposed 325 SFD units would add approximately 71 elementary, 30 middle, and 41 high school students gradually over the 12-15 year development horizon.



KEN ULMAN  
*County Executive*



WILLIAM J. MCMAHON  
*Chief of Police*

**HOWARD COUNTY DEPARTMENT OF POLICE**  
3410 Court House Drive, Ellicott City, Maryland 21043

December 23, 2009

To: Marsha S. McLaughlin, Director  
Department of Planning and Zoning

From: William J. McMahon, Chief  
Howard County Police Department

Subject: Doughoregan Manor Development- Police Response

This memorandum serves as the Police Department's response in reference to the development of the Doughoregan Manor. Overall, the Police Department has no concerns regarding an impact on services to the community due to the development of Doughoregan Manor. The police department has the following comments regarding the new community:

Police Manpower:

Any population growth and development creates a greater need for police resources to handle the increased calls for service in that area. In reviewing the development plans for Doughoregan Manor, the police department does not anticipate a significant impact on police resources.

Traffic Measures:

Due to the fact that the development's main access is Frederick Road, there may be an impact on vehicular traffic along that route. I would anticipate there would be increased traffic in this area; I do not believe it would cause a significant issues.

If you have any questions or concerns regarding this memorandum, please feel free to contact me at 410-313-2203.





# Howard County

*Internal Memorandum*

---

Subject: Doughoregan Manor Request for  
Inclusion into the Planned Service Area

To: James Irvin, Director  
Department of Public Works

From: Don Lieu, Chief  
Utility Design Division

Date: January 7, 2010

We have reviewed the October 28, 2009 request submitted by Camilla and Philip Carroll for expansion of the Planned Service Area for the purpose of providing public water and sewer service to 325 homes on the eastern portion of the Doughoregan Manor property.

There is adequate capacity in the public water supply to provide service to the proposed development of Doughoregan Manor.

Regarding the public sewer system, there is a concern both on the treatment and conveyance facilities. The nutrient capacity at the Little Patuxent Water Reclamation Plant is a major concern. The limited excess capacity at the plant allows the County to absorb minor treatment excursions in the wastewater treatment process which would otherwise lead to discharge violations and monetary fines. By providing sewage treatment capacity (nutrient reduction) for a property previously not within the Planned Service Area, the capacity available for development to other properties currently within the Planned Service Area is reduced. Moreover, the available safety factor to handle treatment excursions is reduced by that amount.

In prior discussions with prospective developers of Doughoregan Manor, we expressed our preference for the wastewater to be treated and disposed of on the Doughoregan Manor site, i.e. disposal to a multi-use septic system. From the Bureau of Utilities point of view, the current development proposal, consisting of individual lots, would be consistent with the use of a shared septic system as described in the current County Code. This option provides for nutrient management, minimal conveyance impact and an existing stable financial model. With the reduction in flow produced with the most recent proposed land use, required drain field limitations becomes much more manageable.

In the event that this property is brought into the Planned Service Area and an on-site pretreatment system is constructed, we recommend that a rate structure be added to our utility system for this type of service. If on-site disposal of all or a portion of the wastewater from the Doughoregan Manor development is not possible, the wastewater should be treated to the limits of technology for nutrient removal before being discharged into the conveyance system.

In regard to the off-site sewer, there is a 300 foot section of 8-inch sewer from Doughoregan Manor to the 12-inch interceptor sewer which may need to be upsized. Although there is sufficient capacity in the 12-inch interceptor sewer between Doughoregan Manor and the Little Patuxent Interceptor to serve the additional 325 homes, 2,500 feet of the 27-inch Little Patuxent Interceptor from Old Annapolis Road to MD Route 108 will be required to be paralleled. The parallelization of this portion of the interceptor

sewer is currently in the capital budget as Capital Project S-6274, Upper Little Patuxent Parallel Sewer, to be funded in fiscal year 2015. The Upper Little Patuxent Parallel Sewer will need to be constructed before the additional homes can be built.

In regard to the existing on-site sewer, the Department of Public Works has not performed a capacity analysis on the on-site sewer system. A comprehensive utility plan noting the capacity and locations of the sewers within the subdivision is required from the developer during the subdivision process. The on-site sewers must be sized to provide sufficient capacity to support the upstream drainage area located east of Folly Quarter Road between US Route 40 and MD Route 144.

Please do not hesitate to contact me should you have any questions regarding the information provided.

cc: Ronald Lepson, Steve Gerwin, Jeff Welty

**Comments from Gary J. Arthur, Director – Recreation and Parks 1/06/2010**  
ZB 1087M – Petition to Amend the Zoning Map of Howard County

Our Department supports this request to rezone 221.1 AC± of the subject property from RC-DEO to R-ED based on the need to maintain and preserve this nationally historic property. With this development, it will allow the Carroll's to maintain and preserve this historic property. This development would be consistent with existing developments across Frederick Road.

The build-out for this development is proposed over ten-twelve years. The thirty-four acres of dedicated land to the County will allow the county to improve the quality of life through the development of recreational facilities that would be jointly operated and maintained by Howard County Youth Programs, and the Department of Recreation and Parks. Presently, the thirty-four acres could potentially house fields, pathways along with environmental educational programs which would included natural resource protection and wildlife along with alleviating the already overcrowding conditions at Kiwanis Wallas Park by providing additional parking.



Martin O'Malley, *Governor*  
Anthony G. Brown, *Lt. Governor*

**State Highway**  
Administration

Beverley K. Swalm-Staley, *Secretary*  
Neil J. Pedersen, *Administrator*

Maryland Department of Transportation

December 22, 2009

Ms. Marsha S. McLaughlin, Director  
Howard County Department of Planning  
and Zoning  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

RE: Howard County  
**MD 144 A** (Frederick Road)  
south side / west of US 40  
**ZB 1087M**  
**Carroll Property (Doughoreagan)**  
Mile Point 14.6 – 15.2

Dear Ms. McLaughlin:

Thank you for the opportunity to review and comment on the above referenced rezoning petition and amendment to the 2000 Howard County General Plan. The Maryland State Highway Administration, (SHA) has the following comments regarding this proposal.

As with all cases of land use, the SHA defers to Howard County to determine the appropriate use of the subject 221 acres. If approved by Howard County, SHA will require the necessary entrance and road improvements to support the additional site generated traffic. This includes traffic impacts to near-by intersections identified by the Howard County APFO.

The amended zoning petition seeks to allow the eastern-most portion of the property (approximately 221 acres) to be developed with 325 single family homes to be constructed under a long term build-out of 10 to 15 years. The proposed development is designed to be low density R-ED or Residential-Environmental Development.

The petition indicates that the remainder of the estate will be preserved under an agricultural preservation easement. SHA and HCDPW are jointly developing a project to construct a roundabout at the intersection of MD 144 and Folly Quarter Road. We suggest that the County modify the easement to set aside a portion of the property to the east of the intersection of MD 144 and Folly Quarter Road for possible construction or environmental needs for the project to lessen future financial impact to SHA and the County DPW.

The petition also briefly makes reference to the development of the aforementioned acreage as an assisted living development. ITE Trip generation rates comparing trips that can be expected to be generated by the former Senior Adult Housing and the trips that can be expected to be generated by the proposed Single Family detached housing is presented in the petition as prepared by the Traffic Group, Inc. The ITE trip generation data provided suggests that a considerable reduction in measured trips will be realized with the proposed Single-Family Detached Units. We concur with this assessment.

My telephone number/toll-free number is \_\_\_\_\_  
Maryland Relay Service for Impaired Hearing or Speech: 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone: 410-545-0300 • [www.marylandroads.com](http://www.marylandroads.com)



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ZB 1087M  
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SHA is requesting that as part of the consideration of the rezoning request, the developer be required to dedicate right of way along the entire property frontage along MD 144. The dedication should be 40' from the existing centerline of MD 144 for future road widening and in keeping with the Howard County Master Plan.

SHA is recommending that one point of access be provided to MD 144. This is in keeping with the SHA desire to limit the number of access point to as few as possible to an urban arterial roadway. It would be preferable to have the western most proposed access serve as the sole access to MD 144. For this design to work we believe it is necessary to have the extension of Burnside Drive to serve as the second access to the property. The access location to MD 144 will require all necessary access improvements. These will include standard acceleration, deceleration, left turn lane and all necessary design elements to meet the term and conditions of an access permit issued by this office. These details will be determined at the time of the Sketch or Preliminary Plan submittal. If standards cannot be met, the entrance will be required to be relocated to a location that will yield the necessary improvements.

Normally SHA would request that development access be to a less traveled roadway such as the existing Folly Quarter Road or Manor Lane. In this case SHA recognizes the importance of maintaining a contiguous parcel which encompasses the historic and cultural resources of the Carroll Property. Requiring access to Folly Quarter Road or Manor Lane would dissect the property and detract from the significance of the property.

MD 144 is designated the Historic National Road National Scenic Byway. Because of the size of the Doughoregan Manor Residential Development, this proposal will have a substantial impact on the scenic byway's character-defining features. Therefore, it is most critical for the planning and design of this project include context sensitive architectural and site enhancement measures. In addition, the present layout does not represent historical development along the byway. Therefore, we strongly suggest that if the rezoning petition is approved and the project progresses into final design, that the layout of all residential lots adjacent to MD 144 replicate a traditional development that places all houses facing the scenic byway. The lots adjacent to MD 144 should have direct access from internal roads and alleys that spur from the development's entrance roadway. If the project is context sensitive designed, it will maintain the character and attractiveness of the byway, and support the byway travel experience.

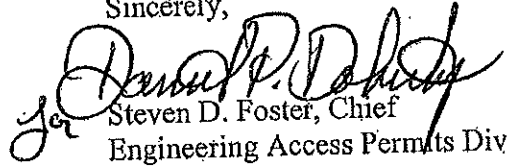
Subject to the reduction of the access points on MD 144 to the one western access, and the connection of Burnside Drive to serve as the second access, along with intra-parcel connections, **SHA has no objections to re-zoning approval.**

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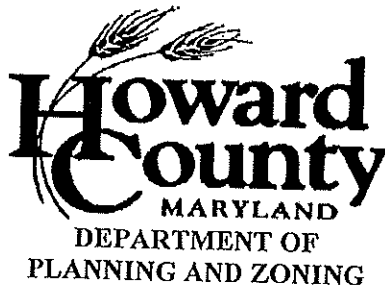
SHA will require the opportunity to review and comment on all future Traffic Impact Studies, Sketch /Preliminary Plans, hydraulic computations, cultural resources studies and all necessary information to ultimately issue the required access permit from this office.

If you have any questions or comments, please contact Dan Doherty at 410-545-5584 or our toll free number in Maryland only 1-800-876-4742. You may also email him at ([ddoherty@sha.state.md.us](mailto:ddoherty@sha.state.md.us)).

Sincerely,

  
Steven D. Foster, Chief  
Engineering Access Permits Division

Cc: Mr. Dave Coyne  
Mr. John Concannon  
Mr. Mark Crampton  
Mr. Vaughn Lewis



Marsha S. McLaughlin, Director

**TECHNICAL STAFF REPORT**

June 3, 2010

*Planning Board Meeting of June 17, 2010  
County Council Hearing to be scheduled*

**Case No. /Petitioner:** At the request of Camilla Carroll and Philip D. Carroll

**Request:** Advisory determination by the Howard County Planning Board regarding General Plan consistency for the proposed Doughoregan Development Rights and Responsibilities Agreement (DRRA), pursuant to Section 16.1704 (2) of the Howard County Code and Article 66B, Section 13.01 of the Annotated Code of Maryland.

**Location:** Second and Third Election Districts  
Portion of Historic Doughoregan Manor at 3500 Manor Lane  
Ellicott City, Howard County, Maryland  
Tax Map 23, Grid 10, Part of Parcel 71

**Area of Site:** +/- 892 acres

**Existing Zoning:** RC-DEO: Rural Conservation – Density Exchange Option

**Proposed Zoning:** R-ED: Residential – Environmental Development for 221.1 acres, with the rest of the subject property remaining RC–DEO.

*Department of Planning and Zoning Recommendation:*

*Approval*

**I. BACKGROUND**

*Application Overview*

- The property owners of Doughoregan Manor submitted a proposed Development Rights and Responsibilities Agreement (DRRA) to formalize their multi-part proposal to restore and preserve most of this National Historic Landmark property (attached as Exhibit A).



- Pursuant to Section 16.1704 *Procedures* (B)(2) of the Howard County Code “An agreement may be executed by the County Executive only after: ... a public meeting before the Planning Board and a recommendation an advisory determination by the Planning Board that the proposed agreement is consistent with the Plan.”
- On February 18, 2010, the Planning Board voted 4-0 to recommend approval of GPA 2010-1 that proposed adjusting the Planned Service Area boundary for water and sewer service to include 221 acres of the Doughoregan property.
- On February 18, 2010, the Planning Board voted 4-0 to recommend approval of ZB 1087M that proposed rezoning this 221-acre portion of the Doughoregan property to Residential – Environmental Design (R-ED) from the zoning designation of Rural Conservation – Density Exchange Option (RC-DEO).
- On March 1, 2010, the County Council via CB 4-2010 created a new Section 16.1700 *et. seq.* of the Howard County Code, pursuant to the authority granted by Article 66B, Section 13.01 of the Annotated Code of Maryland, to permit utilization of Development Rights and Responsibilities Agreements in Howard County.
- On April 5, 2010, the County Council via CB 9-2010 approved GPA 2010-1 adjusting the Planned Service Area boundary for water and sewer service to include approximately 221 acres of the Doughoregan property. The amended PSA boundary is attached as Exhibit B.
- The owners of Doughoregan applied to sell the County a permanent agricultural land preservation easement on 500 acres of farmland. The Agricultural Land Preservation Board recommended acquisition of an easement on the property. Upon signature of the commitment letter by the owners, the County Executive will request the County Council approve use of an installment purchase agreement to acquire the agricultural land preservation easement. Final settlement on the easement acquisition is part of this multi-part proposal.
- The owners are also offering to donate about 34 acres of land as an addition to the Kiwanis-Wallis Park.
- The property owners are also in the process of developing a strategy for preservation of the approximately 90-acre historic core that includes the Manor House and the numerous historic outbuildings.

### ***General Information***

- Doughoregan Manor was the country home of Charles Carroll III of Carrollton, a signer of the Declaration of Independence for Maryland. Charles Carroll, planter, landowner, politician and US Senator, was the only Roman Catholic signer of the Declaration and its last surviving signer. Charles Carroll III is buried in the family chapel attached to the north end of the Manor. Doughoregan Manor is the only home of a signer of the Declaration of Independence that is still in family ownership.
- Seventy-five acres of the property are already protected in a permanent preservation easement. This land is already preserved and is not included in any of the proposed requests mentioned above.

## **II. EVALUATION**

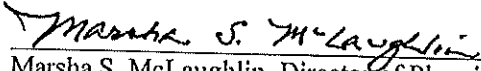
The proposed Development Rights and Responsibilities Agreement commits the parties to the multi-part strategy for the subject property. GPA 2010-1 and ZB 1087M, which are the only two items subject to the Planning Board’s review, were both recommended for approval by the Planning Board on February 18, 2010. At that time, the Planning Board found GPA 2010-1 to be consistent with *General Plan 2000*. The County Council concurred in adopting CB 9-2010 to amend the PSA boundary as shown in Exhibit B. Accordingly, the DRRR which includes this PSA boundary amendment is consistent with *General Plan 2000*.

Section 16.1704 (B)(2) of the Howard County Code sets forth both requirements and limitations related to the Planning Board review of a proposed DRRA for General Plan consistency: "(B) an agreement may be executed by the County Executive only after: ... (2) a public meeting before the Planning Board and a recommendation an advisory determination by the Planning Board that the proposed agreement is consistent with the Plan."

### III. RECOMMENDATION

The Department of Planning and Zoning thus recommends a finding of General Plan consistency between the Development Rights and Responsibilities Agreement and *General Plan 2000* as amended by CB 9-2101.

June 3, 2010  
Date

  
Marsha S. McLaughlin, Director of Planning & Zoning

The file is available for public review in the Offices of the Department of Planning and Zoning, which are currently located in the Ascend One Building, located at 8930 Stanford Blvd in Columbia, Maryland, from Monday through Friday, 8:00 a.m. – 5:00 p.m.