Feldmark, Jessica

From: Siddiqui, Jahantab
Sent: Wednesday, June 21, 2017 12:45 PM
To: Ball, Calvin B; Weinstein, Jon; Fox, Greg; Sigaty, Mary Kay; Terrasa, Jen
Cc: Wilson, B Diane; Sager, Jennifer; Feldmark, Jessica; Pruim, Kimberly; Knight, Karen; Smith, Gary; McLeod, Kate; Clay, Mary; 'Nina Basu'; 'Janet Evans'; david.tohn@bts-s2.com; Earl Armiger (earl@orcharddevelopment.com) (earl@orcharddevelopment.com); 'Scott Armiger'; Gowan, Amy; Lazdins, Valdis; Kuc, Gary; Parker, Norman
Subject: RE: Long Reach Village Center redevelopment
Attachments: PurchaseandSaleAgreement.pdf

Councilmembers,

Thank you for giving our team an opportunity to provide an overview of the process as well as the details of the redevelopment plans for the Long Reach Village Center. We appreciate your engagement and your questions.

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Jtab

Jahantab A. Siddiqui
Deputy Chief of Staff
Howard County Government
410-313-4308 (office)
410-227-0590 (cell)

From: Siddiqui, Jahantab
Sent: Thursday, May 25, 2017 1:00 PM
To: Ball, Calvin B <cball@howardcountymd.gov>; Weinstein, Jon <jweinstein@howardcountymd.gov>; Fox, Greg <gfox@howardcountymd.gov>; Sigaty, Mary Kay <mksigaty@howardcountymd.gov>; Terrasa, Jen

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Subject: RE: Long Reach Village Center redevelopment

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Sent: Monday, May 22, 2017 2:10 PM
To: Ball, Calvin B <cbball@howardcountymd.gov>; Pruim, Kimberly <kpruim@howardcountymd.gov>
Cc: Wilson, B Diane <BDWilson@howardcountymd.gov>; Sager, Jennifer <jsager@howardcountymd.gov>; Feldmark, Jessica <jfeldmark@howardcountymd.gov>; Weinstein, Jon <jweinstein@howardcountymd.gov>; Fox, Greg <gfox@howardcountymd.gov>; Sigaty, Mary Kay <mksigaty@howardcountymd.gov>; Terrasa, Jen <jterrasa@howardcountymd.gov>
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Cc: Wilson, B Diane <BDWilson@howardcountymd.gov>; Sager, Jennifer <jsager@howardcountymd.gov>; Feldmark, Jessica <jfeldmark@howardcountymd.gov>; Weinstein, Jon <jweinstein@howardcountymd.gov>
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Thank you for reaching out and your consideration.

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From: "Siddiqui, Jahantab" <jsiddiqui@howardcountymd.gov>
Date: 5/19/17 12:33 PM (GMT-05:00)
To: "Ball, Calvin B" <cbball@howardcountymd.gov>, "Pruim, Kimberly" <kpruim@howardcountymd.gov>
Cc: "Wilson, B Diane" <BDWilson@howardcountymd.gov>, "Sager, Jennifer" <jsager@howardcountymd.gov>
Subject: FW: Long Reach Village Center redevelopment

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Cc: Gowan, Amy <agowan@howardcountymd.gov>; Lazdins, Valdis <vlazdins@howardcountymd.gov>; Wilson, B Diane <BDWilson@howardcountymd.gov>; Kittleman, Allan <AKittleman@howardcountymd.gov>; Robbins, Lonnie <lrobbins@howardcountymd.gov>
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Sent: Wednesday, April 26, 2017 1:50 PM
To: Weinstein, Jon <jweinstein@howardcountymd.gov>; Ball, Calvin B <cbball@howardcountymd.gov>; Sigaty, Mary Kay <mksigaty@howardcountymd.gov>; Terrasa, Jen <jterrasa@howardcountymd.gov>; Fox, Greg <gfox@howardcountymd.gov>; Feldmark, Jessica <jfeldmark@howardcountymd.gov>
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Subject: Long Reach Village Center redevelopment

Council Chair Weinstein and Councilmembers,

Please see the attached letter from County Executive Kittleman regarding the preferred development proposal for the Long Reach Village Center. The back-up related to this submission is available on DropBox electronically. Should you or any of your colleagues like a hard copy of the entire packet, please let us know. I have also attached to this e-mail the recommendation from the RFP Evaluation Committee. We are planning a public announcement of the redevelopment proposal (and development team) with the RFP evaluation committee and Councilman Ball on Tuesday, May 2nd, 5:30pm at the Long Reach Village Center. You are welcome to join us for this announcement as well.

Dropbox link: https://www.dropbox.com/sh/1opxlolgb9g3jtr/AACK4qWJy6YLzCNjlTv527L7a?dl=0

Please do not hesitate to contact me with any questions or if you'd like to discuss the proposal.

Jtab

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Howard County Government
410-313-4308 (office)
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Feldmark, Jessica

From: Siddiqui, Jahantab
Sent: Saturday, June 24, 2017 8:16 AM
To: Ball, Calvin B; Weinstein, Jon; Fox, Greg; Sigaty, Mary Kay; Terrasa, Jen
Cc: Wilson, B Diane; Sager, Jennifer; Feldmark, Jessica; Gowan, Amy; Lazdins, Valdis; Kuc, Gary
Subject: Re: Long Reach Village Center redevelopment

Councilmembers,

At the June 19 public hearing, a question was raised concerning why approval of the project and disposition of the property were not being done in conjunction with the zoning changes that would need to occur or after relevant approvals were in place for the redevelopment project. There are several different reasons for this – some legal and others because of the community and the Administration's desire to see the realization of the community's vision for the Village Center as quickly as possible.

1. Even if the two processes could be done simultaneously, the result would delay the execution of the purchase and sale agreement until the sale is approved (either at re-zoning or entitlement). Without a purchase and sale agreement, Orchard is not obligated to perform, nor can we hold them to any development milestones. This shifts significant risk to the county- should the developer not receive certain approvals or decide to walk away because a certain change or approval they sought is not approved
2. Maintaining County ownership of the LRVC would require the County to be the petitioner for the Major Village Center Redevelopment process. This poses a number of issues:

    i. Any plan review documents or rezoning requests would be submitted by the county as the petitioner and reviewed/evaluated by DPZ and other County Departments. While this may be appropriate for a public works project, this will be a private development and not a public use. The county acting as the petitioner, regulator/reviewer, and ultimate approver creates a perceived (and potential) conflict.

    ii. There are considerable planning and designs cost related to the Village Center Redevelopment process that would be shifted to the county if the developer is not under contract.

    iii. Required community workshops and meetings would be the responsibility of the county as the petitioner and property owner with no developer obligation to participate.

3. Not having a purchase and sales agreement in place would delay the due diligence process for the developer; so even with all approvals in place, the developer would have the ability to walk away prior to performing any redevelopment work on the property, putting the County and the community back to Square 1 for urban renewal
4. In response to legal advice on the issue of contract zoning, the Administration is being careful to avoid creating any apparent or potential links between zoning changes and the sale of the property; a claim if raised could set the redevelopment of the property back.

5. The transfer of ownership will enable a private company with experience in owning commercial and retail property the ability to manage the Village Center more effectively. Owning and operating a commercial center is not a typical government function and therefore the county is not best suited to perform that role. We do not have the expertise necessary to operate it, nor address the current blight conditions.
6. Orchard has committed to expediting the Village Green in 2018 to allow quicker community use of the Village Center. This would be delayed should the County continue to maintain ownership, further contributing to the decline of the Village Center.

Again, please let us know if you have any questions.

Jtab

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Cc: Gowan, Amy <agowan@howardcountymd.gov<mailto:agowan@howardcountymd.gov>>; Lazdins, Valdis <vlazdins@howardcountymd.gov<mailto:vlazdins@howardcountymd.gov>>; Wilson, B Diane <BDWilson@howardcountymd.gov<mailto:BDWilson@howardcountymd.gov>>; Kittleman, Allan <AKittleman@howardcountymd.gov<mailto:AKittleman@howardcountymd.gov>>; Robbins, Lonnie <lrobbins@howardcountymd.gov<mailto:lrobbins@howardcountymd.gov>>
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Cc: Gowan, Amy <agowan@howardcountymd.gov<mailto:agowan@howardcountymd.gov>>; Lazdins, Valdis <vlazdins@howardcountymd.gov<mailto:vlazdins@howardcountymd.gov>>; Wilson, B Diane

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Please see the attached letter from County Executive Kittleman regarding the preferred development proposal for the Long Reach Village Center. The back-up related to this submission is available on DropBox electronically. Should you or any of your colleagues like a hard copy of the entire packet, please let us know. I have also attached to this e-mail the recommendation from the RFP Evaluation Committee. We are planning a public announcement of the redevelopment proposal (and development team) with the RFP evaluation committee and Councilman Ball on Tuesday, May 2nd, 5:30pm at the Long Reach Village Center. You are welcome to join us for this announcement as well.

Dropbox link:
https://www.dropbox.com/sh/1opxlolgb9g3jtr/AACK4qWJy6YLzCNjlTv527L7a?dl=0

Please do not hesitate to contact me with any questions or if you'd like to discuss the proposal.

Jtab

Jahantab A. Siddiqui
Deputy Chief of Staff
Howard County Government
410-313-4308 (office)
410-227-0590 (cell)

<PurchaseandSaleAgreement.pdf>

Request for Proposals (RFP) for the Redevelopment of

8775 Cloudleap Court, Columbia, MD 21045

Long Reach Village Center (LRVC)

Due Date: March 1, 2017

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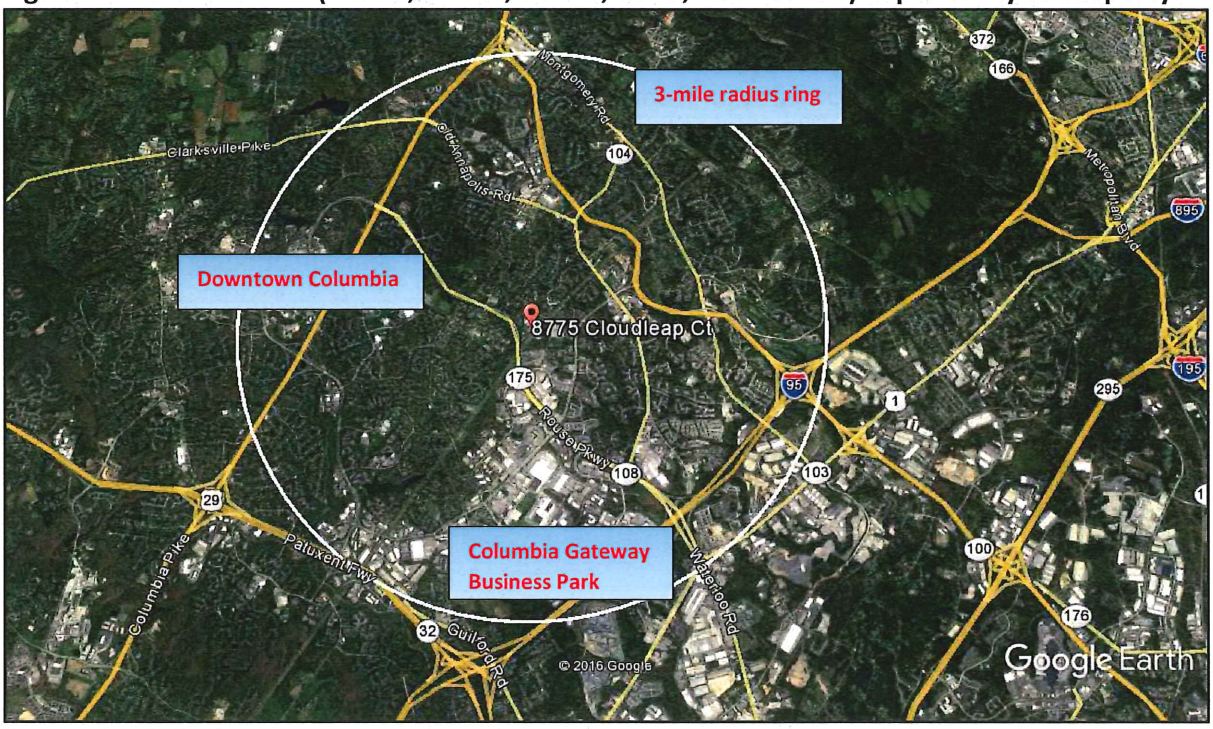
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I. Introduction – Purpose of RFP

Howard County, Maryland (the "County") invites your response to this Request for Proposals (RFP) for the redevelopment of the Long Reach Village Center (LRVC) in Columbia, MD. A principal goal of this solicitation is to select a proposal that achieves the revitalization objectives called for in the *ReImagine Long Reach Village Center* Proposed Plan (available at www.howardcountymd.gov/longreach). These objectives are organized under the following categories: Economic Sustainability, Connectivity, Community Spaces, and Building and Site Design.

In accordance with the County's Urban Renewal Law, the County purchased a total of 7.7 acres in 2014 and 2015 in the LRVC, located at 8775 Cloudleap Court Columbia, Maryland 21045 (the "Property"). *Please see Figure 2: Map of Property*. The County has retained the services of Chartwell Enterprises, a commercial real estate services firm, to help the County evaluate development proposals received in response to this RFP. Following the County Council's approval, the County intends to sell the Property in fee simple to the selected developer. The developer will then be responsible for moving plans through the development approval process.

Figure 1: Road Network (Rt 175, Rt 100, Rt 108, Rt 29, Rt 32 & I-95) in proximity to Property



Source: Google Earth

The Property is advantageously located within a few miles from a number of arterial roadways and highways that provide access to other parts of the County and region. Both Route 175 (Rouse Parkway) and Snowden River Parkway are intermediate arterial roadways that link to U.S. Route 29 and MD Route 100, respectively. Furthermore, MD Route 32 and I-95 are within a short drive time from the Property providing easy access to Baltimore and Washington D.C., Frederick, Annapolis and points beyond.

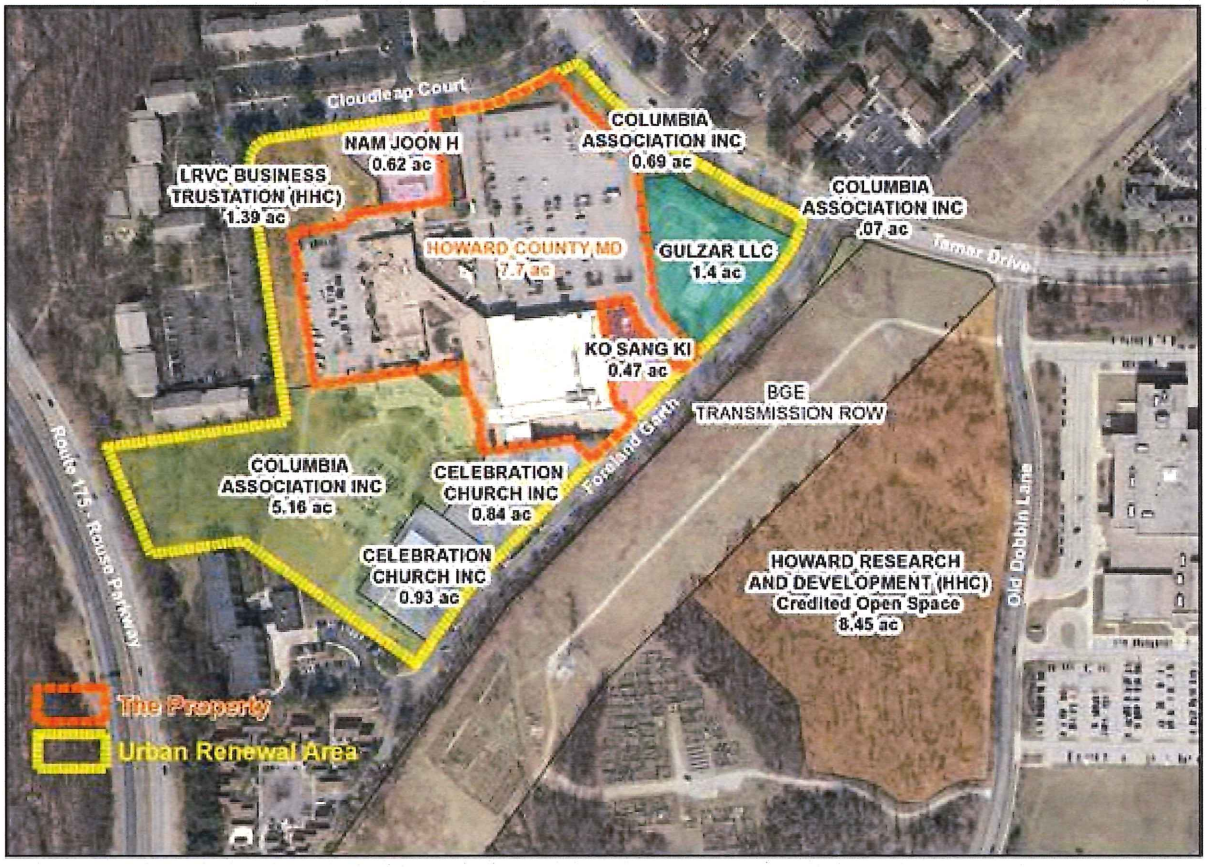
Long Reach is one of ten villages in the master-planned community of Columbia, Maryland. The villages were developed beginning in the late 1960s. Each village is comprised of several neighborhoods. Long Reach Village, the largest village, was the fourth village to be developed and welcomed its first residents in 1971. There are four residential neighborhoods in Long Reach: Jeffers Hill, Kendall Ridge, Locust Park and Phelps Luck.

Within each village a neighborhood retail center was developed to provide residents a local place to gather and a convenient place to shop. The Long Reach Village Center was established in 1974 and renovated in 1997, with the expansion of the Safeway. The Center was a community focal point for the Village for many years, offering a community venue, the Stonehouse and Columbia Art Center, which is still active and owned by the Columbia Association. The village also offered a grocer, retail, service stores and restaurants for the convenience of the residents.

However, in the years leading up to 2014, the Long Reach Village Center began experiencing high vacancy rates and blight. Competition from new shopping centers increased dramatically and the Safeway closed in 2012. In March 2014, the County passed Resolution No. 22-2014, in accordance with the County's Urban Renewal Law, allowing the County to acquire properties for revitalization. In 2014 and 2015, the County established a 19.2-acre Urban Renewal Area, and purchased 7.7 acres of the area, consisting of the Village Center and surrounding properties.

The map below identifies the County-owned parcels and additional properties that comprise the Urban Renewal Area.

Figure 2: Map of Property and Urban Renewal Area with Identified Owners



Source: Howard County Department of Planning and Zoning

Following the 7.7 acres purchase the County began developing a plan for the 19.2 –acre Urban Renewal Area. The proposed *Reimagine Long Reach Center Plan* encompasses the Long Reach Village Center and the surrounding area bound to the north by Cloudleap Court and Tamar Drive; to the east by Foreland Garth; to the south by the Longwood Apartments; and to the west by the Timbers Apartments and Route 175.

The County held a series of five community meetings throughout 2015 to engage the community and lay the foundation to reimagine and revitalize the Long Reach Village Center. The Plan identifies the revitalization objectives for the Long Reach Village Center and includes: economic sustainability, connectivity, community spaces and building and site design.

The following link provides access to the ReImagine Long Reach Village Center website:

www.howardcountymd.gov/longreach

The website features:

- The proposed *ReImagine Long Reach Village Center Plan* (2016)
- A flow chart illustrating the multi-step process the County has developed toward a preferred proposal for revitalization
- Video recordings of the five community meetings held in 2015
- Market and use studies completed for the Property and Urban Renewal Area, including a Needs Assessment for Arts Facilities (2015) a Housing Opportunity Assessment (2015), and the *Columbia Market Study* (2014)
- The *Long Reach Village Center Master Plan* (2012), also known as the Village Center Community Plan (VCCP)

The next step in the County's process is to request redevelopment proposals for the Property from developers. This RFP requests narrative and visual representation of development proposals. Proposals must describe how development will integrate with surrounding properties and encourage and ensure revitalization for the entire Urban Renewal Area.

The County will review proposals according to a competitive process and present the preferred proposal to County Council for approval as part of the Urban Renewal Project. Following the County Council's approval of the preferred proposal and the Council's passage of a Resolution authorizing sale, the County will finalize a Purchase and Sale Agreement (P&SA) to sell the Property to the selected developer in fee simple.

II. Property Description

The County-owned Property for redevelopment and sale contains two condominium units that together comprise 7.711 acres in the Long Reach Village Center. The Property is currently improved with an approximate 106,000 SF building and surface parking area for approximately 350 vehicles. The existing building includes in-line retail, offices, and approximately 53,000 SF of former grocery space. Several short-term leases are in place, but the majority of the space is vacant. The Property is adjacent to three retail/commercial parcels, which include an operating deli, liquor store, and gas station; all three of these parcels are independently and privately owned. The building is physically connected to the adjacent liquor store. The Stonehouse and Columbia Art Center is also adjacent to the Property and the Property's vertical improvements.

Figure 3: Aerial View of 8775 Cloudleap Ct, the Property (blue boundary is an approximation)



Source: Howard County Department of Planning and Zoning; Pictometry International.

The following table provides general information on the Property:

Table 1: Property Information

Address	8775 Cloudleap Court Columbia, MD 21045
Tax Map	Map 36, Parcel 6, Lot UN 2 Map 36, Parcel 6, Lot UN 1
Deeds	Liber 15841, Folio 184 Liber 16036, Folio 227
Total Size	Approximately 7.711 acres
Zoning	New Town (NT)
FDP	106-A

The following table provides a list of the properties in the Urban Renewal Area:

Table 2: Properties in the Urban Renewal Area – Long Reach Village

Property	**Owner**	**Acres**	**Address**
Long Reach Village Center – Subject Property	Howard County, MD	7.71	8775 Cloudleap Ct
Stonehouse Long Reach Community Center	Columbia Association, Inc.	5.16	8775 Cloudleap Ct #7
Celebration Church (~3,000 member church)	Celebration Church, Inc.	1.77	6080 Foreland Garth
Frontage Land	Columbia Association, Inc.	0.69	Along Tamar Drive
Exxon Station (Gas Station) – Retail Pad	Gulzar LLC	1.40	6000 Foreland Garth
Deli Town (Deli) – Retail Pad	Nam Joon H	0.62	8785 Cloudleap Ct
Richburn Liquor (Liquor Store) – Retail Pad	Ko Sang Ki	0.47	6030 Foreland Garth
LRVC Business Trustation (HHC)	Howard Hughes Corp.	1.39	Undeveloped
Total Urban Renewal Area		**19.21**	

The Urban Renewal Area is surrounded on three sides by multi-family residential including: Timbers at Long Reach (1, 2 and 3-bedroom apartments); Longwood Apartments (1 and 2-bedroom apartments); Shalom Square (senior affordable housing) and Sierra Woods (1 and 2-bedroom apartments and 3 and 4-bedroom townhomes). Housing types consist of mid-rise apartments, garden style apartments, single-story units and townhomes. Long Reach High School is less than ½ mile from the Long Reach Village Center.

Figure 4: Aerial View of Property and surrounding area (blue boundary is an approximation)



Source: Howard County Department of Planning and Zoning; Pictometry International

Within three miles of the Property are several shopping and retail power centers including: Dobbin Center (Walmart) off Dobbin Road and Route 175; Columbia Crossing (Target, Nordstrom, Staples, etc.) off Route 175; Dobbin Road and Snowden River Parkway; Snowden Square (Home Depot and Home Goods, etc.) off Snowden Parkway and Robert Fulton Drive; and Gateway Overlook (Lowe's, Costco, Office Depot, etc.) a 562,000 SF power center off Route 175 and Route 108.

III. Market Overview

Howard County is a thriving and growing county strategically located between Baltimore and Washington D.C., two of the nation's largest metropolitan areas. The County has a population of approximately 310,000 residents and continues to grow annually primarily due to its vibrant and diverse employment base, highly-rated public school system, strategic location, and high-quality of life. The County is at the center of the growing cyber security industry due to its proximity to Fort George Meade, U.S. Cyber Command, and National Security Agency (NSA). Furthermore, the County has a diverse employment base with employers such as Johns Hopkins University of Applied Physics Laboratory, Lorien Health Systems, Howard County Community College, Verizon, Leidos, Coastal Sunbelt Produce, and others.

The Long Reach Village Center is located in the northeast portion of Columbia. Columbia is consistently ranked by the media and publications as one of the best places to live in the United States and in 2016 Money Magazine named Columbia as the #1 ranked Best Place to Live in the U.S. Columbia offers highly rated schools, a thriving local and diverse economy and plentiful recreational and retail opportunities.

Over 17,000 people live in Long Reach, comprising 6,108 households. The following table provides a snapshot of the demographics of the surrounding area of the Property, as compared to the State of Maryland and the United States:

Table 3: High-level snapshot of demographics surrounding the Property

Demographic	1 Mile Radius of Property	3 Mile Radius of Property	5 Mile Radius of Property	State of MD	United States
Total Population	15,738	96,679	193,271	6,038,125	323,580,626
Population Growth (2010 – 2015)	+2.2%	+7.8%	+7.5%	+4.6%	+4.8%
Median Age	37.1	37.1	38.3	38.7	38.0
Median Household Income	$93,653	$102,330	$103,157	$75,297	$54,149
Average Household Income	$104,958	$119,590	$126,354	$98,571	$77,008
% with Bachelor's Degree or higher	57.6%	61.3%	60.9%	38.7%	30.5%

Source: Esri Business Analyst Online (BAO)

The median household income and the percentage of the population with Bachelor's Degree or higher, in and around the Property, is considerably higher than the population as a whole in Maryland and the United States. The demographics surrounding the Property offer strong fundamentals for investors and/or developers as they evaluate and identify the appropriate demand for type of use in redeveloping the Property.

The Property is well-positioned within a robust market in Howard County for redevelopment and revitalization. The surrounding area and region present opportunities for a developer to deliver a redevelopment proposal that takes advantage of the location and demographics, repositions the Village Center in the market, and continues to serve as a focal point for the community and Long Reach Village.

IV. Zoning and Regulatory Overview

The Property is located in the New Town (NT) Zoning District, a zone unique to Columbia that comprises over 14,000 acres and is outlined in Section 125.0 of the Howard County's Zoning Regulations. The link below provides access to the Zoning Regulation:

https://www2.municode.com/library/md/howard_county/codes/zoning?nodeId=HOWARD_CO_ZONING_REGULATIONS_S125.0NTNETODI

As stated in the definition section of the County's zoning regulations (section 103), a Village Center shall include the following items:

1. An outdoor, public, village green, plaza or square, which has both hardscape and soft scape elements. This public space shall be designed to function as an accessible, primarily pedestrian-oriented promenade connecting the various village center buildings and shall include public seating features;
2. Stores, shops, offices or other commercial uses which provide opportunities to fulfill the day-to-day needs of the village residents, such as food stores, specialty stores, service agencies, financial institutions, personal services, medical services, and restaurants;
3. Space for community uses and/or institutional uses; and
4. Residential uses, to the extent appropriate to support and enhance, but not overwhelm, other uses in the village center.

The Village Center Redevelopment Process must be followed if the selected developer proposes changes to the current land use and development standards, including the addition of housing. This process contains three major steps with a series of actions at each step: 1.) Village Center Community Planning Process, 2.) Zoning Process to Amend Preliminary Development Plan (PDP) and 3.) Land Development Review Process. The proposed ReImagine Village Center plan further describes the Village Center Redevelopment Process.

Developed in the 1970s, the Long Reach Village Center was built prior to current stormwater management regulations set forth by the Maryland Department of the Environment (MDE) and current Howard County Code. Redevelopment of the property will be subject to current applicable regulations.

V. Sustainable Community Designation

The State of Maryland recently designated the Long Reach area as a Maryland Sustainable Community. This designation opens up possibilities for grants and resources to increase the economic vitality and livability of the Long Reach Village Center and surrounding area. These grants and resources include Neighborhood BusinessWorks, Community Legacy, and the Strategic Demolition Fund. The designation also enhances competitiveness for state programs such as Maryland Bikeways.

"Sustainable Communities" emphasizes public/private investments and partnerships to support community growth, revitalization and reinvestment in older communities. This includes fostering a healthy local economy, green infrastructure, mix of land uses, sustainable housing, walkability and recreational opportunities.

For more about Sustainable Communities in Howard County, please visit: www.howardcountymd.gov/sustainable-communities.

VI. RFP Process

The County will evaluate RFP responses and select a development plan that revitalizes the Property and ensures the entire Urban Renewal Area benefits from revitalization. Key drivers in the selection process include the following weighted criteria, which should be addressed in detail in the RFP response:

1. A development plan (land use, densities, design concept, and conceptual site plan) that benefits the community and achieves the goal of redeveloping the Village Center using the ReImagine Plan's objectives of economic sustainability, connectivity, community spaces, and site and building design. The development plan shall provide a detailed description, concept, and conceptual site plan depicting proposed development. The plan should also describe how the developer will integrate other properties within the Urban Renewal Area in revitalization. The plan should describe whether or not the plan conforms to existing New Town Zoning requirements, and whether or not the Village Center Redevelopment process would be required to implement the plan. (30%)
2. An experienced and integrated development team capable of delivering a successful and sustainable development on this Property. (20%)
3. A deliberate process and timeline to achieve the development of the Property, as proposed. (20%)
4. A value proposition that includes a competitive market price for the Property. (20%)
5. Financial capacity to close and redevelop the Property. (10%)

Following an evaluation of responses, the County will short-list submittals that best meet the RFP requirements. The County will invite a short-list of respondents to present their proposals to an evaluation committee, which will include several members from the community. The preferred proposal will be presented to the County Council as the final Urban Renewal Project. Following Council approval of the Project and passage of a Resolution to Sell the Property, the County will finalize a Purchase and Sale Agreement (P&SA) and sell the Property to the selected developer in fee simple. The Urban Renewal Project for the sale, redevelopment, and revitalization of the Property will consist of: 1.) the winning proposal, as revised and agreed to by the County and the developer, 2.) the County's ReImagine Plan, and 3.) any other documents that the parties decide to incorporate.

VII. Timeline

There will be a formal question and answer period regarding the RFP and redevelopment of the Property and Urban Renewal Area. It will begin upon release of this RFP and close at 4 p.m. EST on January 16, 2017. Questions should be submitted electronically to Patti Restrepo of Chartwell Enterprises at patricia.restrepo@chartwellenterprises.com. Responses to the questions will be distributed to all parties that have given notice to the County and have acknowledged receipt of the RFP. Responses will be distributed electronically no later than January 23, 2017.

An on-site industry presentation for interested parties is planned for Tuesday, January 10, 2017 from 9 a.m. to 11 a.m. EST at the Long Reach Village Center at 8775 Cloudleap Court, Suite 10, Columbia, MD, 21045 in the former Dollar Buys store located next door to the Loan Closet of Howard County. In the event of snow, and the County Offices are closed, the on-site industry day will be rescheduled to Friday, January 13, 2017 at 9 a.m. to 11 a.m. Please check the County website for inclement weather updates at: https://www.howardcountymd.gov. Please RSVP to Patti Restrepo at patricia.restrepo@chartwellenterprises.com if you plan to attend.

Chartwell and the County will provide a brief presentation and answer questions that morning regarding the RFP and redevelopment of the Property. Interested parties that are not able to attend the presentation on January 10th are still eligible to submit a proposal. The presentation and questions-and-answers discussed at the meeting on January 10th will be distributed electronically with all other questions and responses by no later than January 23rd as part of the formal question and answer period described in the first paragraph of this page.

Responses to the RFP are due March 1, 2017 by 4 p.m. EST. The County anticipates having a developer and preferred proposal identified in late spring of 2017. The development plan will be presented to County Council for review and approval in early summer of 2017. The County and selected developer will finalize a Purchase and Sale Agreement following County Council approval of the Urban Renewal Project and passage of a Resolution to sell the property.

VIII. Required Submission Information

The County requests a technical and price proposal as two separate documents. The technical proposal shall **not** contain any price information. A complete response is limited to no more than 25 pages.

a. Technical Proposal Requirement:

1. Provide a narrative and visual representation of your development plan (i.e. conceptual site plan and design concept) for the Property and how it meets the County's requirements and objectives for development as outlined under the categories of economic sustainability, connectivity, community spaces, and site and building design. These are more fully described in the ReImagine Long Reach Village Center Plan (2016). Describe whether or not the plan conforms to New Town Zoning requirements, and whether or not the Village Center Redevelopment process would be required.

2. Provide a narrative and visual representation of your development proposal and describe how it is integrated with the surrounding properties in the Urban Renewal Area. Describe how your proposal encourages and ensures revitalization for the entire Urban Renewal Area.

3. Provide an overview of your team/firm(s), including team members, expertise, and roles in the redevelopment of the Property. Identify a lead point-of-contact for your team for the overall development of the Property. If you are proposing various uses for the Property, provide the point-of-contact for each of the uses.

4. Provide examples of developments completed by your team/firm that are similar in use, mix, and size to the development you are proposing for the Property. Provide at a minimum the type of development/uses, location, development value, completion dates, and current status.

5. Provide a timeline for developing the Property following its purchase, including all planning and development requirements.

6. Provide a summary statement that synthesizes your team's proposed development concept (use(s), density and design) and approach and demonstrates that your proposal meets the criteria specified by the County. If your team plans to acquire and/or partner to redevelop adjoining parcels to the Property, as part of a total development, include the intended use for the other parcel(s) and development plans. Indicate how the entire development plan is integrated and meets the goals of the community and County.

b. Price Proposal Requirement:

1. Provide your offer for the fee simple purchase of the Property. The County will require a deposit of 5% of the purchase price within five (5) business days following the execution of the Purchase and Sale Agreement. The deposit will go "at risk" (i.e. will be non-refundable) at the completion of the due diligence period. The deposit will be credited toward the purchase price at closing.

2. Provide the proposed funding structure and source(s) and use(s) of funds to demonstrate an ability to purchase and redevelop the Property. Provide bank and/or investor commitment letters.

c. Submission Instructions:

Hard copy responses must be provided in two separate, clearly marked, and sealed envelopes: a Technical Proposal and a Price Proposal. **Submissions must be received no later than 4 p.m. EST on March 1, 2017**. Do not include price information in the technical proposal. Provide one original and six hard copies and a CD for the technical and the same for the price proposal and deliver to:

Howard County Government
Attn: Kristin O'Connor, Division Chief
Comprehensive and Community Planning
Department of Planning and Zoning (DPZ)
3430 Courthouse Drive
Ellicott City, MD 21043

IX. Miscellaneous

If you have any questions regarding the RFP submission and/or process, please email them to Patti Restrepo of Chartwell Enterprises at patricia.restrepo@chartwellenterprises.com. All such questions and responses will be distributed to all parties that have acknowledged receipt of the RFP.

This document is not an offer to enter into an agreement with any party. No agreements or understandings between Howard County and the selected developer shall be binding until after Howard County has authorized binding documents that will be executed by all appropriate parties. Howard County reserves the right to reject any and all proposals at any time in its sole discretion and to waive what it determines to be any immaterial defect and irregularity in proposals.

Howard County will not reimburse any party for costs incurred in responding to the RFP, including the development of architectural or planning documents or drawings. Howard County will also not pay any commissions to brokers representing development teams.

The information in the RFP is deemed to be accurate; however, it is the responsibility of the respondent to confirm all relevant information and facts provided in the RFP.

Addendum 1: Industry Day Reference in the Request for Proposals (RFP) for the Redevelopment of the Long Reach Village Center at 8775 Cloudleap Court, Columbia, MD

Issued: December 27, 2016

The County has added the following language pertaining to an on-site Industry Presentation in the RFP in ***Section VII. Timeline*** on page 15 in the 2nd paragraph:

An on-site industry presentation for interested parties is planned for Tuesday, January 10, 2017 from 9 a.m. to 11 a.m. EST at the Long Reach Village Center at 8775 Cloudleap Court, Suite 10, Columbia, MD, 21045 in the former Dollar Buys store located next door to the Loan Closet of Howard County. In the event of snow, and the County Offices are closed, the on-site industry day will be rescheduled to Friday, January 13, 2017 at 9 a.m. to 11 a.m. Please check the County website for inclement weather updates at: https://www.howardcountymd.gov. Please RSVP to Patti Restrepo at patricia.restrepo@chartwellenterprises.com if you plan to attend.

Chartwell and the County will provide a brief presentation and answer questions that morning regarding the RFP and redevelopment of the Property. Interested parties that are not able to attend the presentation on January 10th are still eligible to submit a proposal. The presentation and questions-and-answers discussed at the meeting on January 10th will be distributed electronically with all other questions and responses by no later than January 23rd as part of the formal question and answer period described in the first paragraph of this page.

Addendum 2: Addresses the following two topics for the Redevelopment of the Long Reach Village Center at 8775 Cloudleap Court, Columbia, MD (the "Property"):

1. **Page Limit and Use of Appendices in Proposal Response; and,**
2. **Opportunity to Tour the Property prior to March 1st**

Issued: February 15, 2017

1. In the Request for Proposal (RFP) in ***Section VIII. Required Submission Information*** on page 16 it states that "A complete response is limited to no more than 25 pages." Respondents may use Appendices in their proposals to include documents such as team resumes, team organizational charts, etc. to support their main response to the RFP. These pages in the Appendices will not be included in the page limit. However, materials in the Appendices should be relevant and further clarify a response and should not include general marketing materials of the respondents.

2. If representatives of a firm or team are interested in touring the Property prior to March 1st (i.e. gain access to County-owned space), please contact Patti Restrepo of Chartwell at the following email: patricia.restrepo@chartwellenterprises.com to coordinate a day/time to meet with a County Facilities representative at the Property.

-END-

May 1, 2017

Mr. Earl Armiger
Orchard Development Corporation
5032 Dorsey Hall Drive
Ellicott City, MD 21042

Re: Letter of Intent – Long Reach Village Center (LRVC)
Sale and Redevelopment of 8775 Cloudleap Court, Columbia, MD 21045

Dear Mr. Armiger:

We appreciate your interest in the redevelopment of the Long Reach Village Center (LRVC). Your team's development plan has been recommended to the County Executive as the preferred plan for the redevelopment of the LRVC. In order for the sale and development of the LRVC to move forward in the Major Village Center Redevelopment Process, the County Council will need to pass a resolution approving an Urban Renewal Project, which will include Orchard Development Corporation's development plan. Furthermore, the County Council will need to pass a resolution to sell the property. A Purchase and Sale Agreement (P&SA) will need to be negotiated and executed following the County Council's passing of the resolution approving the Urban Renewal Project and resolution to sell the LRVC.

The following outlines the basic terms for the sale by the County of the LRVC and the redevelopment of the LRVC by the Orchard Development Team, to be reflected in the P&SA.

The terms and conditions are as follows:

Term	Description
Seller:	Howard County, MD
Purchaser:	Orchard Development Corporation, or a single purpose entity (SPE) of which Orchard Development Corporation is a Principal with a majority interest and control
Property:	8775 Cloudleap Court, Columbia, MD 21045 Long Reach Village Center (7.71 acres)
Preferred Plan:	The redevelopment plan submitted on March 1st as part of Purchaser's response to the RFP; the Purchaser's response to clarification questions submitted on March 22nd and the Purchaser's BAFO response submitted on April 13th
Covenant by Purchaser:	The P&SA shall cover agreed upon terms to ensure delivery of a new ground-up development with the general mix and uses proposed in the Preferred Plan
Purchase Price:	$2,500,000.00 in cash
Deposit:	Total deposit of 5% of Purchase Price. Deposit made within 5 days of the execution of the P&SA. Deposit to be made with an escrow agent agreed-to by the parties. Any interest earned on the

	deposit will be credited to the Purchaser. Deposit will become non-refundable upon completion of due diligence and will be applied against the Purchase Price.
Purchase and Sale Agreement (P&SA) Execution Date:	Following County Council's Approval of the Urban Renewal Project and of the Resolution to Sell; Anticipated Time Period of P&SA Execution is August – September 2017
Due Diligence Period:	Up to 90 days. Seller will deliver all available information relating to the Property to Purchaser within 10 days of execution of the P&SA.
Termination:	Purchaser may terminate the P&SA for any reason and at any time through the end of the Due Diligence Period. The deposit shall be refunded to the Purchaser if terminated before the end of the Due Diligence Period.
Closing Date:	Within four weeks of the completion of the Due Diligence Period. Anticipated Closing Date is in Q1 2018 or sooner.
Access:	Purchaser has right to enter Property for inspection during Due Diligence Period upon adequate notice to Seller. Purchaser shall promptly repair any damage caused by the inspections to the reasonable satisfaction of Seller.
Seller's Representations and Warranties:	Covers such items as the Seller's authority to enter into the P&SA, no pending action that will affect the transaction, conformance with applicable laws, tenancy or occupancy agreements with other parties, no litigation against the property, no prior agreements to sell, no taking of action by Seller to modify the zoning, and continuing to operate the property in a satisfactory manner through the closing date. These representations and warranties shall be true and correct as of the settlement date.
Purchaser's Representations and Warranties:	Covers such items as Purchaser's authority to enter into the P&SA and no pending action that would affect the transaction. These representations and warranties shall be true and correct as of the settlement date.
Conditions Precedent to Purchaser's Obligations:	Purchaser shall insert conditions precedent to closing
Conditions Precedent to Seller's Obligations:	Seller shall insert conditions precedent to closing
Closing Documents:	Prior to the expiration of Due Diligence Period, the Seller and Purchaser will establish a schedule

	and responsibilities for drafting closing documents
Closing:	Closing shall be conducted by an agreed upon escrow agent and/or closing agent
Closing Costs:	To the extent due, recordation, transfer, stamp taxes and the like, and escrow agent fees shall be shared equally by the parties. Title exam, title insurance premiums, notary fees and such other charges incident to settlement shall be paid by Purchaser. Each party shall pay for its own legal fees.

This letter is intended to express the parties' interest in undertaking the transactions contemplated. Nothing contained herein shall be binding on either party unless and until a P&SA is fully executed and exchanged by both parties.

Sincerely,

Allan H. Kittleman
County Executive

Approved for Form and Legal Sufficiency.

By: _____
Gary W. Kuc, County Solicitor

Reviewing Attorney:

By: _____
Norman E. Parker, Jr.
Senior Assistant County Solicitor

Acknowledged and Approved this ____day of May, 2017 by:

Orchard Development Corporation

By: _____
L. EARL ARMIGER
Chairman & CEO

PURCHASE AND SALE AGREEMENT

for
8775 CLOUDLEAP COURT, COLUMBIA, MARYLAND

by and between

LONG REACH VILLAGE ASSOCIATES, LLC

a Delaware limited liability company

("Seller")

and

HOWARD COUNTY, MARYLAND

a body corporate and politic

("Purchaser")

Dated: September 23, 2014

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 23rd day of September, 2014 (the "Effective Date"), by and between **LONG REACH VILLAGE ASSOCIATES, LLC**, a Delaware limited liability company (the "Seller") and **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "Purchaser").

RECITALS

A. Seller is the owner of (i) that certain fee simple real property (the "Land") located in Howard County, Maryland (the "County), which by Deed dated October 29, 2010 and recorded among the Land Records of the County in Liber 12828 at Folio 123 was granted and conveyed by Cedar-Long Reach, LLC, a Delaware limited liability company, to Long Reach Village Associates, the Seller herein, consisting of (a) 7.578 acres, more or less, known as 8775 Cloudleap Court, Columbia, being shown and designated as "Parcel B-1" on a plat of subdivision titled "Columbia Village of Longreach, Section 1, Area 5, Parcels B-1, D-1 & E-1, A Resubdivision of Parcel B as shown on Plat Book 21, folio 82, Parcel D as shown on Plat Book 22, Folio 84 and Parcel E as shown on Plat No 9737", said plat recorded among the Land Records of the County as Plat MDR No. 12409; currently referred to as of the date hereof as Tax Account No. 16-101028, Tax Map 36, Grid 12, Parcel 6, PAR B-1; and of (b) 0.133 acres, more or less, being shown and designated as "Parcel G-1" on a plat of subdivision titled "Columbia Village of Longreach, Section 1, Area 5, Parcels E, F-1, and G-1 a Resubdivision of Parcels F and G", said plat recorded among the Land Records of the County as Plat MDR No. 9737; currently referred to as of the date hereof as Tax Account No. 16-200255, Tax Map 36, Grid 12, Parcel 6, PAR G-1, (ii) all improvements located on the Land, including a retail shopping center (the "Improvements") (iii) all rights, benefits, easements and other interests of Seller appurtenant to the Land and Improvements (collectively the "Appurtenances") and (iv) all of Seller's right, title and interest in and to all of the Leases (collectively the "Leases"), licenses and occupancy agreements relating to the Land or Improvements, and all agreements, amendments and guaranties relating thereto which would be binding upon Purchaser or be effective to create any right of occupancy of any portion of the Land or Improvements following the Closing (defined below) (all such documents, sometimes collectively referenced in this Agreement as the "Related Agreements", are listed in Exhibit F, attached hereto and made a part hereof). The Land, Improvements, Appurtenances, Leases and Personal Property are sometimes collectively referred to in this Agreement as the "Seller's Property". The Seller's Property is being sold in "As-Is" condition.

B. Subject to the terms and conditions of this Agreement, Purchaser desires to purchase a portion of the Seller's Property more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property") from Seller, and Seller desires to sell the Property to Purchaser.

NOW, THEREFORE, in consideration of the recitals, which are deemed to be a substantive part of this Agreement, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Exhibits to Agreement. The following exhibits (the "Exhibits") are attached to and made a part of this Agreement.

Exhibit A:	Legal Description of the Property
Exhibit B:	Tenant List
Exhibit C:	Form of Bill of Sale
Exhibit D:	Form of Assignment of Leases and Assumption Agreement
Exhibit E:	Form of Deed
Exhibit F:	Related Agreements to be Assumed
Exhibit G:	**(Intentionally Deleted)**
Exhibit H:	Permitted Exceptions
Exhibit I:	Conflict of Interest Provisions
Exhibit J:	Form of Environmental Escrow Agreement
Exhibit K:	Certification of Representations and Warranties
Exhibit L:	Consent of Member

2. Sale of Property. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell and assign to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

3. Purchase Price.

3.1 Price. Subject to the adjustments set forth in this Agreement, the purchase price to be paid to Seller for the Property is **Five Million Dollars ($5,000,000.00)** (the "Purchase Price").

3.2 Deposit & Payment of Purchase Price.

3.2.1 Within five (5) days of the Effective Date, Purchaser shall deliver to Colony Title Group, Ltd. as escrow agent (the "Escrow Agent"), with offices at 5950 Symphony Woods Road, Suite 418, Columbia, Maryland 21044, an earnest money deposit in the amount of **Five Hundred Thousand Dollars ($500,000.00)** (the "Deposit"). The Deposit shall be delivered to the Escrow Agent by certified check or wire transfer of immediately available funds and deposited into an interest bearing account of a federally insured bank. At Closing, the balance of the Deposit shall be delivered by the Escrow Agent to Seller and shall be credited against the Purchase Price. In the event Closing does not occur on or prior to the Closing Date, the Deposit shall be disbursed in accordance with the terms of this Agreement.

3.2.2 The Deposit shall be held in trust for the Purchaser by the Escrow Agent and shall be applied either towards the Purchase Price at Closing or disbursed as provided for in this Agreement. The Purchase Price, as adjusted herein for costs and expenses and by the application of the Deposit, shall be payable by Purchaser to Seller at Closing (defined below).

3.2.3 Intentionally Deleted.

3.2.4 Balance of Purchase Price. The balance of the Purchase Price shall be paid in full by Purchaser at the Closing by wire transfer of immediately available federal funds, subject to the adjustments provided for herein.

4. Closing. All documents necessary to close this transaction and convey the Property as contemplated by this Agreement shall be executed and delivered (the "Closing") no later than October 3, 2014 (the "Closing Date"). Time is of the essence with respect to closing no later than the Closing Date. Closing shall occur at the Purchaser's Office. In the event that Closing has not occurred by October 3, 2014 due to reasons not caused by Seller's or Purchaser's breach hereof, then either party may, upon written notice to the other, terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and this Agreement shall be null, void and of no effect.

5. Representations and Warranties.

5.1 Representations and Warranties of Seller. In addition to all other covenants, indemnities, warranties and representations made by Seller in this Agreement, Seller makes the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the Effective Date, and all of which shall be true and correct on the Closing Date. The truthfulness and correctness of all such representations and warranties shall be a condition of Closing:

5.1.1 Legal Capacity. Seller is a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to do business in Maryland. Seller has the legal capacity, and all requisite actions have been taken and approvals obtained by Seller to fully authorize and empower Seller, to execute this Agreement and consummate the transaction contemplated hereby. Seller shall furnish to Purchaser and title company all documents reasonably requested by Purchaser and the title company to evidence the capacity and authority of Seller (and the signatories acting on behalf of Seller) to consummate said transaction.

5.1.2 Title, Taxes and Zoning. Seller is the sole owner and has good and marketable fee simple title to the Property subject to all matters of record. Except for the Permitted Exceptions, to Seller's Actual Knowledge (defined in 5.4), Seller has not made any other assignment, pledge or mortgage of, or granted any security interest in, any portion of the Property (other than those to be satisfied in full at Closing) and there are no unrecorded easements, rights of way, agreements of sale, leases, or other encumbrances or property interests affecting the Property, except for the Leases as disclosed and provided to Purchaser by Seller. The Seller has paid in full all personal property and real property taxes or payments in lieu of taxes, due and owing to Howard County, Maryland through the date of Closing. The current use of the Property as a shopping center is permitted under the current zoning without the grant of special exceptions, variances or permits for non-conforming use.

5.1.3 No Conflict. To Seller's Actual Knowledge, execution and delivery of this Agreement, and the consummation of Closing, with or without the giving of notice or passage of time or both, will not (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under (i) Operative Documents (defined below), if any, any statutes, laws, rules or regulations, of any governmental body, applicable to Seller, the Property, or the Seller's other properties or assets, (ii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Seller, the Property, or any of Seller's other properties or assets, and (iii)

any instrument or agreement to which Seller, the Property, or Seller's other properties or assets may be bound relating to or affecting all or any portion of the Property, or (b) result in any lien, claim, encumbrance or restriction on the proceeds of the sale of all or any portion of the Property or on any of the respective properties or assets of Seller, except that any existing loan secured by the Property will become due and payable upon transfer of the Property and will be paid in full with the proceeds of the sale of the Property.

5.1.4 No Property Interests. No person, firm or entity has any rights to acquire or to lease all or any portion of the Property except as may be set forth in the Leases or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to all or any portion of the Property or any interest therein.

5.1.5 No Encumbrances. Seller represents and warrants to Purchaser that Seller, to Seller's knowledge, is the lawful owner of the Property, with the full power and authority to transfer title thereto, and that, to Seller's knowledge, all of the Property is free and clear of any and all liens, encumbrances, security interests and charges of every nature whatsoever except those set forth on Exhibit H, attached hereto and incorporated herein by reference; and Seller shall warrant and forever defend the right and title to the Property unto Purchaser, and the successors, legal representatives and assigns of Purchaser, against the claims of all persons whomsoever claiming by, through or under Seller, but not otherwise, excepting only claims arising under those matters set forth in Exhibit H hereto. Seller covenants and agrees to execute and deliver to Purchaser such further instruments and documents as Purchaser may deem reasonably necessary or desirable to fully assign, transfer, convey or assure title to all of the Property unto Purchaser.

5.1.6 No Violations. Seller has received no notice, nor does Seller have any Actual Knowledge, of any violations (collectively "Violations") of any applicable local, state or federal laws, municipal ordinances or regulations, orders, rules or requirements of any federal, state or municipal department or agency having jurisdiction over or affecting the Property or the construction, management, ownership, maintenance, operation, use, improvement, acquisition or sale thereof, including, without limitation, building, health and environmental laws, regulations and ordinances, zoning laws, and equal access opportunity laws, regulations and ordinances (collectively the "Legal Requirements"). Seller shall provide Purchaser with notice of any Violations Seller obtains notice or Actual Knowledge of between the Effective Date and the Closing Date. Seller shall have no obligation to cure any Violation first arising after the Effective Date and beyond.

5.1.7 Environmental Matters. Seller has no Actual Knowledge of any Hazardous Material in excess of regulatory limits at, upon, under, or within the Property or, to the best of its knowledge, within any contiguous real estate. The term "Hazardous Material" means (i) any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments or replacements thereof, or (ii) such substances, materials or wastes as are regulated by the Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and amendments or replacements thereof, or (iii) such hazardous or toxic substances,

materials, or wastes that are or may become regulated under any other applicable county, municipal, state, or federal law, rule, ordinance, direction, or regulation, including without limitation asbestos, polychlorinated biphenyls, lead paint, oil, vehicle fuel, petroleum and petroleum products and derivatives and contaminated soils.

5.1.8 Condition of Property. Purchaser acknowledges and agrees that Purchaser shall accept the Property in its "**AS IS, WHERE IS CONDITION;** notwithstanding, any potential environmental hazards that has been identified on the Property.

5.1.9 Rent Roll, Tenant List, Contents of Leases, Amendments. The Rent Roll for the Property, dated as of September 19, 2014, has been delivered to Purchaser (the "Rent Roll"), and the Tenant List which is attached as Exhibit B, are true and correct in all material respects as of the date thereof. The Rent Roll shall contain the annual rent, monthly rent, status of payment of rent (including arrearages), security deposit, CAM charges and termination date. There are no Leases, license agreements or other occupancy agreements (or any amendments or supplements thereto) now in effect with respect to the Property other than as reflected on the Rent Roll, Seller shall provide Purchaser with an updated Rent Roll for the Property at Closing, which shall be certified as true and complete and dated as of the last day of the month immediately preceding Closing. Except as set forth in the Rent Roll (a) Seller has not sent any notice to any tenant terminating its Lease or claiming that such tenant is in default, (b) Seller has not received notice that any tenant disputes the computation of any rent or other amounts payable pursuant to its Lease or claiming any breach by the Seller, and (c) no rent under any Lease has been paid more than thirty (30) days in advance of its due date.

As of the Effective Date, Seller shall not amend, extend, modify, rescind or terminate any Lease, or grant to any tenant any concessions, abatements, waivers or indulgences without Purchaser's consent. There are and shall be no oral agreements or understandings between Seller and any tenant under any of the Leases with respect to such possessory rights or with respect to any other rights or obligations between Seller and its agents and such tenant.

5.1.10 Tenant Estoppels. Intentionally Deleted.

5.1.11 Notices of Default. Except as set forth on Exhibit B, (a) Seller has not sent any notice to any tenant under a Lease terminating its Lease or claiming that such tenant is in default that has not been cured, (b) Seller has not received notice that any tenant disputes the computation of any rent or other amounts payable pursuant to its Lease or claiming any breach by the landlord (Seller) thereunder that has not been settled, and (c) no rent under any Lease has been paid more than thirty (30) days in advance of its due date.

5.1.12 Additional Leases. From and after the Effective Date and up to the Closing date, and except as set forth herein, Seller shall not lease any additional space in the Improvements or any portion of the Property or enter into any new Leases or extend the term of any current lease without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

5.1.13 Termination of Certain Contracts. The list of Related Agreements attached as Exhibit F, is true and correct in all respects as of the date hereof. On the Closing Date, except for Identified Related Agreements listed on Exhibit F, there will be no Related Agreements

that cannot be canceled at Purchaser's option upon no more than thirty (30) days prior notice, or that, upon such cancellation, would create, give rise to, or be the basis of a lien or other encumbrance on the Property, or any portion thereof. On the Closing Date, there will be no unpaid bills for services rendered or labor performed pursuant to any such Related Agreements, or, at the option of Seller, sufficient funds will be delivered to Purchaser at Closing to pay said amounts. Prior to Closing, Seller shall continue to operate the Property in the usual and customary manner and shall not commit any material waste on the Property.

From the Effective Date and prior to Closing, Seller shall diligently continue to perform all obligations under the Related Agreements, Leases, and all other third party agreements relating to the Property.

5.1.14 No Liability for Tenant Concessions. On the Closing Date, there shall be no liability of Seller, and consequently no liability to Purchaser thereafter, to any tenant or related party under any of the Leases or to any real estate broker or salesperson for tenant concessions or brokerage commissions agreed to be made or paid by Seller, such as, without limitation, (a) amounts payable after the Effective Date which the Seller under the Leases would have received from the tenants if the obligation to pay such amounts had not been abated or otherwise made not payable by reason of any rental abatements, rental credits, construction credits or any other economic concessions or incentives granted to a tenant by Seller, (b) any work required to be completed or paid for by the Seller under a Lease in connection with the occupancy by a tenant of the space demised thereby, or (c) except as disclosed by Seller in Exhibit F, any real estate commission or brokerage fee or agreements applicable to any Leases or the Property.

5.1.15 No Foreign Person. Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Internal Revenue Code, as amended.

5.1.16 Compliance with Zoning Ordinances and Restrictive Covenants. Intentionally Deleted.

5.1.17 No Special Proceedings. Intentionally deleted.

5.1.18 Pending Actions or Investigations. There are no pending actions, suits, proceedings, claims, orders, decrees or judgments affecting Seller or the Property, or any portion thereof, or relating to or arising out of the ownership, management, operation, use or occupancy of the Property or any portion thereof, and, to the Actual Knowledge of Seller, no such actions, suits, proceedings, claims, orders, decrees or judgments have been threatened or asserted. In the event a judgment is entered against Purchaser or the Property after Closing in a proceeding of which Purchaser had no notice and which judgment is a direct result of the action of Seller at the Property occurring prior to Closing, then, to the extent Seller is liable for same, Seller shall indemnify Purchaser for all losses, damages, expenses and liabilities, including, without limitation, reasonable attorney's fees arising out of any such judgment. The obligation of Seller set forth in this Section shall survive Closing.

5.1.19 Alterations. Seller covenants and agrees that as of the Effective Date it shall not (a) make any material alterations to the Property, other than leasehold improvements required under the Leases, (b) remove any fixtures, equipment, or other materials unless replaced with like or better quality, or (c) reduce the quality of building services or maintenance, and (d)

in no event, shall Purchaser become liable for any outstanding improvements. From the Effective Date and Prior to Closing, Seller shall continue to perform all obligations under the Related Agreements or other third party agreements relating to the Property.

5.1.20 No Conflict of Interest. Seller certifies that this Agreement does not constitute a conflict of interest in accordance with the provisions of Section 901 of the Howard County Charter and Section 22.204 of the Howard County Code regarding conflicts of interest, attached hereto as Exhibit I and made a part of this Agreement.

5.1.21 Cooperation with Purchaser Post-Closing. Seller covenants and agrees that it will cooperate with Purchaser and its agents in transitioning all leasing and operations related to property management to Purchaser from and after the Closing Date. This covenant and agreement shall survive the Closing and the termination of this Agreement.

5.2 Representations and Warranties of Purchaser. In addition to all other covenants, indemnities, warranties and representations made by Purchaser herein, Purchaser makes the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the Effective Date:

5.2.1 Authority. Subject to Council Resolution No. 22-2014, Purchaser has the capacity and is competent, and all requisite actions have been taken and approvals obtained by Purchaser, to fully authorize and empower Purchaser to execute this Agreement and consummate the transactions contemplated hereby. Purchaser shall furnish to Seller all documents reasonably requested by Seller which evidences the capacity and authority of Purchaser (and the signatories acting on behalf of Purchaser) to consummate the transactions contemplated hereby.

5.2.2 No Conflict. To Purchaser's Actual Knowledge, the authorization, execution and delivery of this Agreement and the consummation of Closing, with or without the giving of notice or passage of time or both, will not (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under (i) Operative Documents, if any and any statutes, laws, rules or regulations applicable to Purchaser, or its properties or assets, (ii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Purchaser or any of its respective properties or assets, and (iii) any instrument or agreement to which Purchaser or its properties may be bound, or (b) result in any lien, claim, encumbrance or restriction on the Property or on any of the respective properties or assets of Purchaser.

5.2.3 Purchaser Representation. The entire agreement between the Seller and Purchaser with respect to the Property and the sale thereof is expressly set forth in this Agreement. The parties are not bound by any agreements, understandings, provisions, conditions, representations or warranties (whether written or oral and whether made by Seller or any agent, employee, member, officer or principal of Seller or any other party) other than as are expressly set forth and stipulated in this Agreement. Without in any manner limiting the generality of the foregoing, Purchaser acknowledges that it and its representatives have fully inspected the Property or will be provided with an adequate opportunity to do so, are or will be fully familiar with the physical (including, without limitation, environmental) condition thereof,

and that the Property is being purchased in "AS-IS" and "WHERE-IS" condition and with all existing defects (patent and latent) as a result of such inspections and investigations and not in reliance on any agreement, understanding, condition, warranty (including, without limitation, warranties of habitability, merchantability or fitness for a particular purpose) or representation made by Seller or any agent, employee, partner, officer or principal of Seller or any other party (except as otherwise expressly elsewhere provided in this Agreement) as to the financial or physical condition of the Property or the areas surrounding the Property, or as to any other matter whatsoever, including, without limitation, as to any permitted use thereof, the zoning classification thereof or compliance thereof with federal, state or local laws, as to the income or expense in connection therewith, or as to any other matter in connection therewith. Purchaser acknowledges that, except as otherwise expressly elsewhere provided in this Agreement, neither Seller, nor any agent, member, officer, employee or principal of Seller nor any other party acting on behalf of Seller has made or shall be deemed to have made any representation or warranty either expressed or implied. This paragraph shall survive Closing and delivery of the deed, and shall be deemed incorporated by reference and made a part of all documents delivered by Seller to Purchaser in connection with the sale of the Property.

5.3 Effect of Change in Representations. For the period from and including the Effective Date and through the Closing Date, Seller and Purchaser shall be obligated to advise the other party, as applicable, of any change that renders any representation or warranty made by such party in this Agreement untrue or materially misleading. In the event that such notice is delivered from one party to the other, and if such circumstances materially affect the rights and obligations of the parties under this Agreement and was due to the intentional act or omission of Seller or Purchaser as applicable, the other party shall have the option, at its election, to terminate this Agreement and to have the Deposit released to the terminating party. If the circumstances that render a representation or warranty untrue or materially misleading have resulted from the intentional acts or omissions of the party which gave the representation or warranty, then in addition to the termination rights set forth in the previous sentence, the party that receives notice of such change of circumstances shall have all rights available to it for a breach of this Agreement as provided in Section 11 of this Agreement.

5.4 Actual Knowledge & Operative Documents. As used in this Section 5.4, (a) the term "Actual Knowledge" shall mean the current actual knowledge, without independent investigation, of Kevin Stander on behalf of the Seller, and (b) the term "Operative Documents" shall mean such documents as have been created and used in the governance of the party to whom the term refers, and such documents shall include, as applicable, articles or certificate of incorporation or organization, by-laws, resolutions, partnership agreements, operating agreements, and such other documents as may have been or are utilized to form and govern such party, including wills or trust documents.

6. Intentionally Deleted.

6.1 Intentionally Deleted.

6.2 Estoppel Certificates. Seller shall prepare and deliver to tenants Estoppel Certificates in the form attached to any Lease or in such other form as determined by Seller (the "Tenant Estoppel Certificates"). The failure of any tenant to return a Tenant Estoppel Certificate,

or the submission by a tenant of a modified Tenant Estoppel Certificate, shall not be deemed a default by Seller hereunder. The obligations of Purchaser hereunder, however, shall be conditioned upon the receipt by Purchaser of Tenant Estoppel Certificates or Seller Estoppel Certificates. In the event the required number of Tenant Estoppel Certificates are not received, Seller shall have the right, but not the obligation, to substitute a Seller Estoppel Certificate for any of the tenants who do not submit a Tenant Estoppel Certificate. Such Seller Estoppel Certificate shall be of no further force or effect as of the date upon which there is delivered to Purchaser, a Tenant Estoppel Certificate substantially in the form submitted from the tenant in respect of which such Seller Estoppel Certificate was given.

7. Closing. If all conditions set forth in Section 6, and in the Agreement, are deemed to be either satisfied or to be waived by Purchaser, the following provisions shall govern the Closing:

7.1 Seller's Obligations at Closing. At or prior to Closing and as a condition of Closing, Seller shall comply with the following obligations:

7.1.1 Deed. Seller shall deliver to Purchaser or its assignee a special warranty deed in the form attached hereto as Exhibit E, containing a covenant of further assurances and against encumbrances (the "Deed") for the Property, in proper form for recording, duly executed and acknowledged by Seller.

7.1.2 Cancellation of Existing Indebtedness/Releases. Seller shall cause all open mortgages and liens affecting the Property to be paid in full from the sales proceeds.

7.1.3 Bill of Sale. Seller shall deliver to Purchaser a Bill of Sale in the form attached hereto as Exhibit C and an Assignment for Personal Property that is not conveyed by the Deed, all of which shall be free and clear of all liens and encumbrances, duly executed and acknowledged by Seller. Seller and Purchaser agree that no such Personal Property is being assigned.

7.1.4 Assignment and Assumption of Leases and Related Agreements. Seller shall deliver to Purchaser Assignments for the Leases and Related Agreements in the form attached hereto as Exhibit D, which Purchaser shall assume. All assignments shall be duly executed and acknowledged by Seller and Purchaser. In addition, Seller shall deliver to Purchaser, Seller's counterpart originals of each of the Leases and Related Agreements, together with originals of all amendments, modifications, renewals or guaranties thereof. If originals of any such documents are unavailable, Seller shall deliver certified copies thereof to Purchaser.

7.1.5 Warranties. Seller shall deliver to Purchaser an assignment of all guaranties and warranties, if any, issued in connection with either the construction, improvement, alteration and repair of the Improvements (including without limitation all fixtures) all to be duly executed by Seller, together with the original of each such guaranty and warranty, if available.

7.1.6 Reaffirmation of Warranties. Seller shall deliver to Purchaser a certificate of Seller certifying that on the Date of Closing the representations and warranties of

Seller set forth in this Agreement are true, correct and complete in all material respects except for any changes of which Purchaser has been notified.

7.1.7 Affidavit of Nonforeign Seller Status. Seller shall deliver to Purchaser a certificate or affidavit duly completed and executed by Seller as required under Treasury Regulation 1.1445-2(b)(2)(iii) (or Section 1445 of the Internal Revenue Code, as amended).

7.1.8 Authority of Seller to Sell. Copy of the Resolution authorizing the sale of the Property.

7.1.9 Environmental Escrow Agreement. Seller shall deliver to Purchaser an escrow agreement in the form attached hereto as Exhibit J, which escrow agreement shall be governed by the following terms and conditions:

a) At Closing Seller shall deposit with Escrow Agent, escrow funds in the amount of Four Hundred Thousand Dollars ($400,000) (the "Escrow Funds") in accordance with this Section and the escrow agreement attached hereto as Exhibit J, to be executed at closing (the "Escrow Agreement").

b) The Escrow Funds shall be disbursed and paid to the Purchaser for third party costs and expenses the Purchaser incurs to address environmental contamination of soil and related vapor intrusion at the Property through the Maryland Department of the Environment ("MDE") Voluntary Clean-up Program ("VCP"), arising out of historical dry cleaning operations at the Property. These costs include, without limitation, (i) costs associated with site characterization such as testing, laboratory analysis, planning documentation, and reporting (the "Testing Costs"), and (ii) any resultant remediation costs, including planning, worker safety, engineering, excavation, transportation, and disposal costs along with other environmental controls necessary to remediate soil and vapor intrusion issues (the "Remediation Costs"). Alternatively, in lieu of a VCP application, the Purchaser may after consultation with the Seller pursue alternative remediation efforts ("Alternative Remediation Efforts") to address soil and related vapor intrusion issues related to historical dry cleaning operations at the Property if the Purchaser in good faith determines that the Alternative Remediation Efforts will be more expedient and less expensive than pursuing the VCP process. In no event may Escrow Funds be used for any direct remediation of groundwater contamination, except for vapor intrusion remediation that may be related to groundwater contamination. Purchaser is solely responsible for the MDE VCP initial application fee and any related costs of preparing the initial VCP application. Upon written request, Seller shall receive copies of all correspondence between Purchaser and MDE, and shall be permitted to attend any meetings between Purchaser and MDE in connection with the VCP.

c) Following Closing, Purchaser shall pursue with all diligence the development of a conceptual site plan and the VCP application. The Purchaser shall make application to the VCP no later than 24 months following the date of Closing (the "Preliminary Period"). If application has not been made by Purchaser within the Preliminary Period and Purchaser has not otherwise begun Alternative Remediation Efforts, the Escrow Agent shall promptly return all Escrow Funds with interest to Seller. If a VCP application is

filed or Alternative Remediation Efforts are taken, and, upon consideration, MDE determines that no further action is required to implement the development proposed for the Property, any remaining Escrow Funds shall be disbursed to the Seller within 30 days of written notice of the MDE determination. The Escrow Funds, or any balance thereof that has not been disbursed to Purchaser within 48 months from the Closing Date (the "Escrow Period"), shall be disbursed to Seller, unless the disbursement is subject to dispute, in which case the portion of the funds not in dispute shall be disbursed to the Seller and the portion of the funds in dispute will be retained and disbursed upon resolution of the dispute. The Escrow Period may be extended based on contracting factors addressed by Paragraphs 5 and 6 of this Section. In the event that Purchaser determines that it will not proceed with an application to the VCP, or if Purchaser elects to terminate its application process, and if Purchaser elects not to pursue or abandons the Alternative Remediation Efforts, Purchaser shall so advise the Escrow Agent, in which event all remaining proceeds in the Escrow Fund shall be returned to Seller.

d) Purchaser will determine the scope of the VCP application after providing the Seller an opportunity to comment on the application. The Seller shall have ten business days from receipt of the application to provide written comments to the Purchaser. In the event that Purchaser determines that no remediation is needed or if there remains a balance of Escrow Funds after Purchaser is fully reimbursed for the costs and expenses addressed herein, the balance of Escrow Funds shall be disbursed to Seller.

e) The contracts resulting in Testing Costs subject to this Section will be granted and managed at the County's sole discretion and competitively bid through existing contracted vendors for any proposed work under Twenty-Five Thousand Dollars ($25,000). At Seller's election, in the event that the contracts resulting in Testing Costs exceed Twenty-Five Thousand Dollars ($25,000) and, as permitted under Howard County procurement laws, Seller may require the Purchaser to utilize a competitive bid process for the proposed work. Subject to applicable law, Purchaser shall provide Seller with descriptions of all proposed work in excess of $25,000 and Seller shall have five business days from receipt of the proposed work description to notify the Purchaser in writing of its election to require Purchaser to competitively bid the work. In the event that the Seller elects a competitive bid process, then the forty-eight (48) month Escrow Period and the 24 month Preliminary Period shall be extended by a term of six (6) months. A six month extension will be added each time a competitive bid process is utilized. However, for purposes of this section, the Seller may not redisclose the information to any other person or entity, except for consultants retained by Seller for the sole purpose of advising Seller in connection with environmental matters. Said consultants must sign non-disclosure agreements, in a form acceptable to, and copies of which must be delivered to, Purchaser. Pursuant to County Ethics law, such consultants are prohibited from bidding on any resulting subsequent solicitation.

f) Unless otherwise agreed upon in writing by Purchaser and Seller, the contracts resulting in Remediation Costs subject to this Section will be granted and managed by the County as appropriate under Howard County procurement laws, utilizing a standard competitive bid process for the proposed work. Purchaser shall provide Seller with descriptions of all proposed work. In the event that the Purchaser utilizes a competitive bid process, then the forty-eight (48) month Escrow Period and the 24 month Preliminary Period

shall be extended by a term of six (6) months. A six month extension will be added each time a competitive bid process is utilized.

g) Within five business days from the date of Purchaser's written demand for reimbursement from the Escrow Funds, Escrow Agent shall disburse to Purchaser the amount of the demand. Demands for disbursement may be made from time to time throughout the Escrow Period. A copy of each demand for reimbursement shall be forwarded to Seller in accordance with paragraph 14.4 herein.

h) All terms and provisions of this Section shall survive Closing and the final disbursement of Escrow Funds as provided herein. In the event of any inconsistency or ambiguity between the terms and provisions of this Section, and the terms and provisions of the Agreement, the terms and provisions of this Section shall control.

7.1.10 Other Documents. Seller shall deliver to settlement agent such other documents as may reasonably be required by the settlement agent or title company and Purchaser, including, without limitation, organizational documents, good standing certificates and consents, court orders approving the sale, if applicable, and tax certificates. Among other documents, Seller shall deliver to Purchaser a Certification of Representations and Warranties and Consent of Member in the forms attached hereto as Exhibit K and L, respectively.

7.2 Purchaser's Obligations at Closing. At Closing, and as a condition of Closing, Purchaser shall comply with the following obligations:

7.2.1 Payment of Purchase Price. Purchaser shall pay to Seller, upon delivery of the documents required under this Agreement, the Purchase Price, subject to adjustments and credits provided for in this Agreement.

7.2.2 Other Documents. Such other documents as are reasonably required to complete the transaction contemplated herein.

7.3 Prorations and Adjustments. The following items shall be adjusted between Seller and Purchaser as follows:

7.3.1 Rents. Amounts related to rents and other charges for leased space received by Seller prior to Closing shall be prorated as of the Closing Date and credited to Purchaser at Closing, if applicable. If security deposits paid under the Leases are being retained by Seller on the Closing Date, all such security deposits shall be transferred to Purchaser at Closing by separate check. In the event there remains any unpaid rent, common area maintenance charges, or utility charges for a period prior to the month of Closing, all payments received from such tenant after Closing shall be applied to sums owed to Purchaser except as provided below. On the Closing Date, Seller shall deliver to Purchaser a schedule of all such Delinquent Amounts. Purchaser shall include any Delinquent Amounts on the first bills sent to tenants and will continue to do so for the earlier of the repayment of the Delinquent Amount or six (6) months. Purchaser will remit to Seller any payments of Delinquent Amounts less a twenty (20) percent collection fee. Purchaser will not be obligated to commence any legal proceedings or take any

other action other than to submit invoices for the Delinquent Amounts. Seller reserves unto itself a right to pursue collection of any Delinquent Amounts solely in the event that at any time within three years following the Closing Date any tenant included within the list of Delinquent Accounts terminates its lease and abandons its leased premises.

7.3.2 Taxes. All real estate taxes, payments in lieu of real estate taxes, ad valorem and personal property taxes, and all other state, county and municipal taxes, charges and assessments (including Metropolitan District, Sanitary Commission or other such benefit charges, special or otherwise), assessed on the basis of the calendar or tax year for which the same are levied, imposed or assessed, and regardless of when the same become a lien or are payable and due, shall be prorated and adjusted as of the Closing Date. Thereafter, Purchaser shall pay such taxes. If the rate of any such taxes, charges or assessments shall not be fixed prior to the Closing Date, the adjustment thereof at Closing shall be upon the basis of the rate for the preceding calendar year applied to the latest assessed valuation (or other basis of valuation) and the same shall be appropriately adjusted, if necessary, when the rate for the current tax period is fixed.

7.3.3 Charges for Utilities. Charges for water, electricity, gas and other utilities shall be prorated and adjusted as of the Closing Date. As of Closing, Purchaser shall take all actions necessary to establish new utility account services in its name.

7.3.4 Operating Expenses. Any amounts collected by Seller from any tenant of space within the Property for any operating expenses of the Improvements, for common area charges or maintenance, or for deferred maintenance for, or capital improvements to, the Improvements, or for any other expenses of Seller with respect to the Property shall be pro rated as of the date of Closing. Similarly, the parties shall cooperate in computing any end of year adjustments owed by tenants, and shall be appropriately adjusted.

7.3.5 Errors in Computations. Any errors or omissions in computing adjustments at Closing shall be corrected promptly thereafter.

7.4 Seller's Costs and Expenses. At Closing, by way of a credit against the Purchase Price in favor of Purchaser, Seller shall pay the following costs and expenses (i) all brokers' commission payable to Seller's broker and any broker having a claim to a commission for the sale of the Property, (ii) fees of Seller's counsel, (iii) the fees for recording the Deed, and (iv) to the extent not previously paid, engineering fees for the preparation of the condominium plat, and (v) any release fees for existing liens on the Property caused by Seller. The parties acknowledge that, as of the Effective Date under Maryland's laws, Seller would not have to pay transfer or recordation taxes on the conveyance of the deed to Purchaser.

7.5 Brokers. Seller and Purchaser represent to each other that neither party has engaged the services of a real estate broker or agent in negotiating or consummating the Closing. To the extent permitted by law, each party hereby indemnifies and holds the other harmless from and against all damages, claims, liabilities, costs and expenses, incurred by such party in disputing and/or defending against such claims relating to or arising from any inaccuracy in such party's representation.

7.6 Purchaser's Costs and Expenses. Purchaser shall pay the following costs and expenses (i) the fee for the title commitment and the premium for the owner's title policy, as well as any endorsements to such policy, (ii) survey costs, and (iii) all other due diligence costs of Purchaser.

7.7 Other Costs and Expenses. All other costs and expenses incident to this transaction and the closing thereof not specifically described above shall be paid by the party incurring same.

8. Purchase of Safeway Store Condominium. On or about the date of this Agreement, Seller created a condominium regime that established a unit consisting of Safeway Store No. 35-1370, as shown on the condominium plat as "Unit 1", located on the Land, which is intended to be conveyed by Seller to Celebration Church, Inc., (the "Church"). In the event that the Church fails to acquire Unit 1 within one hundred twenty (120) days from and after the Effective Date, then, on or before the expiration of one hundred fifty (150) days from and after the Effective Date, Purchaser shall acquire Unit 1 from the Seller and Seller shall sell Unit 1 to Purchaser at and for a sale and purchase price of Two Million Five Hundred Thousand Dollars ($2,500,00.00). Seller hereby repeats and reaffirms all representations and warranties set forth in paragraph 5 herein as they relate to Unit 1. All terms and conditions contained within Paragraph 6 herein shall be applicable to the sale of Unit 1 to the Purchaser.

9. Damage or Destruction Prior to Closing. Seller shall bear the risk of all loss or damage to the Property from all causes up to the consummation of Closing. In the event any of the Improvements, the Land or any of the items constituting the Personal Property should be damaged or destroyed as a result of fire or other casualty or any other cause whatsoever which occurs prior to the consummation of Closing, Seller promptly shall give Purchaser written notice of such destruction or damage. The rights and obligations of Seller and Purchaser by reason of such destruction or damage shall be as follows:

If the cost to repair the damage is in excess of $250,000.00, then Purchaser shall have the option either to (a) proceed to Closing, pay the full Purchase Price and accept title to the Property in its destroyed or damaged condition, or (b) terminate this Agreement by giving notice to Seller not later than ten (10) days after the cost of repair and restoration is determined. If the cost to repair is less than $250,000.00 or if Purchaser elects to accept title to the Property in its destroyed or damaged condition, then, at Closing, Seller shall deliver to Purchaser the proceeds of insurance received by Seller (less the actual cost of any repairs or restoration performed and paid for by Seller with Purchaser's consent prior to the Closing) and assign to Purchaser all of Seller's right, title and interest in and to all insurance proceeds payable with respect to such damage or destruction. If Purchaser elects, in accordance with clause (b) above, to terminate this Agreement, then Purchaser shall be entitled to the immediate return of the Deposit, and thereafter neither party shall have any further obligations or liabilities hereunder.

10. Default.

10.1 Purchaser's Default. In the event Purchaser breaches or defaults under any of the terms of this Agreement prior to Closing, the sole and exclusive remedy of Seller shall be

to terminate this Agreement and receive from Escrow Agent the full amount of the Deposit paid to date as liquidated damages and Purchaser shall have no rights therein. Purchaser and Seller acknowledge that the damages to Seller resulting from Purchaser's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' efforts to approximate such potential damages.

11. Seller's Default. In the event Seller fails to close in accordance with the terms of this Agreement prior to Closing, Purchaser as its sole and exclusive remedies, waiving all other remedies at law or in equity, shall be entitled to either (i) terminate this Agreement, upon which termination neither party shall have any further rights or obligations hereunder except that Seller shall reimburse Purchaser for its actual out-of-pocket costs and expenses incurred in connection with the performance of its due diligence review of the Property (including, without limitation, environmental, survey and engineering consultants' fees and expenses and reasonable attorneys' fees) up to a cap of Fifty Thousand Dollars ($50,000.00) ("Purchaser's Expenses"), or (ii) sue for specific performance and compel Seller to sell the Property pursuant to the terms of this Agreement.

12. Seller's Default Prior to Closing. Notwithstanding anything in this Agreement to the contrary, if (a) any representation or warranty of Seller contained in this Agreement shall not be true and correct in all material respects as of the Closing Date as a result of Seller's intentional acts or omissions, (b) any condition to Purchaser's obligation to close shall fail to be fulfilled on or prior to the Closing Date as a result of any act or omission of Seller, or (c) Seller shall otherwise be in default of any obligation of Seller contained in this Agreement, then Purchaser's remedies are to elect (i) to terminate this Agreement and receive an immediate refund of the Deposit, in whereupon this Agreement shall be null and void and of no further force and effect and neither party shall have any obligation to the other, except for those obligations expressly stated to survive the termination of the Agreement, (ii) to bring an action for specific performance to compel Seller to cure any such default, breach of warranty or misrepresentation or to fulfill any such condition or perform any such covenant or agreement of Seller contained in this Agreement to be performed by Seller on or prior to the Closing Date or (iii) to expressly waive in writing any such default, breach of warranty or misrepresentation or the nonfulfillment of any such condition or failure of Seller and proceed to Closing.

13. Matters Concerning the Deposit.

13.1 Account. The Deposit shall be promptly deposited by Escrow Agent in an interest bearing account at a nationally recognized commercial bank that is federally insured. All interest accruing on the Deposit shall be deemed to be added to the Deposit. Any interest earned on the Deposit shall be paid over to the party entitled to receive the Deposit in accordance with this Section 13.

13.2 Delivery of the Deposit. Escrow Agent shall deliver the Deposit in accordance with the following provisions:

13.2.1 If the Closing shall occur pursuant to this Agreement, the Deposit shall be delivered to Seller on the Closing Date, as a credit reflected on the settlement statement.

13.2.2 To Seller, either (a) upon the consummation of the Closing contemplated herein, with the Deposit being applied to the Purchase Price, or (b) upon receipt of a written notice from Seller stating that Seller is entitled under this Agreement to the Deposit because of Purchaser's default and demanding payment of the same. If Seller makes a demand under Section 10.1, then Escrow Agent will deliver the Deposit to Seller, provided, however, that Escrow Agent will not honor such demand until after the date (i) which Escrow Agent delivers to Purchaser (by registered or certified mail, return receipt requested) a copy of Seller's notice and demand, and (ii) the Escrow Agent receives written confirmation from Purchaser to release the Deposit to Seller.

13.2.3 To Purchaser, either (a) in the event the Agreement is terminated by the Purchaser in accordance with the terms and conditions of the Agreement prior to the Closing, and the Purchaser is entitled to a return of the Deposit under the terms of this Agreement, or (b) upon receipt of a written notice from Purchaser stating that Purchaser is entitled under this Agreement to the Deposit because of Seller's default and demanding payment of the same. If Purchaser makes a demand under Section 11, then Escrow Agent will deliver the Deposit to Purchaser, provided, however, that Escrow Agent will not honor such demand until after the date (i) which Escrow Agent delivers to Seller (by registered or certified mail, return receipt requested) a copy of Purchaser's notice and demand, and (ii) the Escrow Agent receives written confirmation from Seller to release the Deposit to Purchaser.

13.2.4 Notice of Objection. Within two (2) business days of the receipt by Escrow Agent of a Seller's notice and demand for Deposit or a Purchaser's notice and demand for Deposit, Escrow Agent shall send a copy thereof to the other party in accordance with Section 14.4 of this Agreement. The other party shall have the right to object to the delivery of the Deposit by sending written notice (the "Notice of Objection") of such objection to Escrow Agent in accordance with Section 14.4 of this Agreement, which Notice of Objection shall be deemed null and void and ineffective if such Notice of Objection is not received by Escrow Agent within the time periods prescribed in this Agreement. Such notice shall set forth the basis for objecting to the delivery of the Deposit. Upon receipt of a Notice of Objection, Escrow Agent shall promptly send a copy thereof to the party who sent the written demand.

13.2.5 Escrow Agent Actions. In the event Escrow Agent shall have received the Notice of Objection within the time periods prescribed in this Section 13 of this Agreement, Escrow Agent shall continue to hold the Deposit unless (i) Escrow Agent receives joint written notice from Seller and Purchaser directing the disbursement of the Deposit in which case Escrow Agent shall then disburse the Deposit in accordance with such joint direction, (ii) in the event of litigation between Seller and Purchaser, Escrow Agent elects to deliver the Deposit to the clerk of the court in which said litigation is pending, (iii) an order of court directing Escrow Agent as to the party to whom the Deposit is payable. The Escrow Agent may take such affirmative steps as Escrow Agent may elect, at Escrow Agent's option, in order to terminate Escrow Agent's duties including, but not limited to, depositing the Deposit in a court of appropriate jurisdiction in the State of Maryland, and bringing an action for interpleader, the costs thereof to be borne by whichever of Seller or Purchaser is the losing party.

13.3 Limited Liability. It is expressly understood that Escrow Agent acts hereunder as an accommodation to Seller and Purchaser and as a depository only and is not responsible or

liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instruments or for the identity, authority or right of any person executing or depositing the same, or for the terms and conditions of any instrument pursuant to which Escrow Agent or the parties may act. Escrow Agent shall not have any duties or responsibilities, except those set forth in this Article and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so. Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and by and with the advice of counsel which may be selected by it and shall be fully protected in so acting or refraining from acting upon the advice of such counsel. Escrow Agent shall not be responsible for any act or failure to act on its part, except in the case of its own willful default or gross negligence. Escrow Agent shall be automatically released from all responsibility and liability under this Agreement upon Escrow Agent's delivery or deposit of the Deposit in accordance with the provisions of this Article.

13.4 Copies of Notices. Seller and Purchaser agree that if either party shall deliver to Escrow Agent a written demand for the Deposit, the party making such demand shall promptly deliver a copy of such demand to the other party, together with a statement of the facts and circumstances underlying the demand.

13.5 Escrow Agent Acknowledgement. Escrow Agent shall either execute this Agreement or indicate in writing that it has accepted the role of Escrow Agent pursuant to this Agreement which in either case will confirm that Escrow Agent is holding and will hold the Deposit in escrow, pursuant to the provisions of this Agreement.

14. Miscellaneous Provisions.

14.1 Binding Effect. This Agreement and all covenants, terms, conditions and warranties contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14.2 Final Agreement. This Agreement contains the final and entire agreement between the parties, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

14.3 Amendment. This Agreement shall not be modified except by instrument in writing executed by the parties hereto.

14.4 Notices. All notices, requests, consents and other communications required under this Agreement shall be in writing and shall be personally delivered, sent by nationally recognized overnight delivery service (*eg.,* Federal Express) or mailed by first class, registered or certified mail, return receipt requested, postage prepaid:

If to Purchaser:

Howard County, Maryland
County Executive Office
3430 Court House Drive
Ellicott City, Maryland 21043
Attn: Mark Thompson
Email: mthompson@howardcountymd.gov
Fax: (410) 313-0573

With copy to:

Howard County, Maryland
County Solicitor
3450 Court House Drive
Ellicott City, Maryland 21043
Fax: (410) 313-3292

If to Seller:

Long Reach Village Associates, LLC
678 Reisterstown Road
Baltimore, Maryland 21208
Email: Kstander@aol.com
Fax: (410) 653-5676

With copy to:

Sellman Hoff, LLC
The Cooperage
2201 Old Court Road
Baltimore, Maryland 21208
Email: dsellman@sellmanhoff.com
Fax: (410) 332-1746

If to Escrow Agent:

Edwin E. Tillman, Jr. President
Colony Title Group, Ltd.
5950 Symphony Woods Road, Suite 418
Columbia, Maryland 21044
Email: tee.tillman@colonytitle.com
Telephone: (410) 884-1160

Any notice, request, consent or other communication shall be deemed received on the earlier of (i) when it is personally received from a messenger or by registered or certified mail,

and there is a written confirmation of receipt, or (ii) the next business day after it is deposited with a nationally recognized overnight delivery service and delivery is confirmed by said service.

14.5 Assignment by Purchaser. This Agreement may be assigned by the Purchaser, without the consent of Seller, to any entity which is affiliated with or controlled by Purchaser, as long as such assignment would not cause the transaction contemplated herein to be subject to recordation and transfer tax. All other assignments shall require written consent of the Seller.

14.6 Governing Law. This Agreement shall be governed by, and construed and interpreted under, the laws of the State of Maryland.

14.7 Counterparts. This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when one or more counterparts have been signed by or on behalf of each of the parties and shall have been delivered by each of the parties to the other. It shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute one and the same agreement.

14.8 Attorney's Fees. If any dispute or litigation arises under the terms of this Agreement, then the prevailing party, subject to a court order, shall be entitled to the payment of all costs incurred, including reasonable attorney's and expert's fees and all litigation costs and expenses. A prevailing party shall be the party for whom the court rules favorably.

14.9 Computation of Time. Unless otherwise provided herein, in computing any period of time presented or allowed by a provision of this Agreement, the date of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. All notice periods or other periods expire as of 5:00 p.m. Eastern Time on the last day of the time period provided for under this Agreement.

14.10 Time of the Essence. Time shall be of the essence with respect to the all of the terms and provisions in this Agreement.

14.11 Effective Date. The Effective Date of this Agreement shall be the date upon which this Agreement is fully executed by Purchaser and Seller, which Effective Date shall be shown on the first page of this Agreement.

14.12 When Binding. This Agreement shall be binding upon the parties only at the time the Agreement has been fully executed by all parties.

14.13 WAIVER OF JURY TRIAL. PURCHASER AND SELLER HEREBY UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE DOCUMENTS RELATED HERETO, ANY DEALINGS BETWEEN PURCHASER AND SELLER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY

RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN PURCHASER AND SELLER HEREUNDER.

15. Confidentiality. Subject to the Maryland Public Information Act, Purchaser and Seller shall keep confidential, until the earlier of Closing or termination of this Agreement, the terms of this Agreement and the information supplied by the Seller to the Purchaser.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives under seal, with the intent that it be a sealed instrument with all benefits inherent to a sealed instrument, as of the date first written above.

WITNESS:

_____

SELLER:
Long Reach Village Associates, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Carl J. Verstandig,
Managing Member and Authorized Signatory
Date: September 23, 2014

(Signatures continue on next page.)

PURCHASER:
HOWARD COUNTY, MARYLAND

ATTEST:

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Ken Ulman
County Executive
Date: September 23, 2014

REVIEWED AND APPROVED:

9/23/14

James M. Irvin, Director
Department of Public Works

APPROVED: FOR SUFFICIENCY OF FUNDS:

Stanley J. Milesky, Director
Department of Finance

APPROVED as to Form and Legal Sufficiency this 23 day of Sept., 2014:

Margaret Ann Nolan
County Solicitor

Reviewing Attorney:

Constance A. Tucker
Senior Assistant County Solicitor

Norman E. Parker, Jr.
Senior Assistant County Solicitor

EXHIBIT A

Legal Description of the Property

PARCEL ONE:

BEING KNOWN AND DESIGNATED as Unit No.2, LRVC Revitalization Condominium, being part of the property in horizontal properly regime known as LRVC Revitalization Condominium, as said Unit and said Condominium are established pursuant to a Declaration and By-Laws recorded among the Land Records of Howard County in Liber WAR 15780, folio 71-88, by Long Reach Village Associates, LLC and as shown on Plats thereof entitled, "Condominium Plat First Floor for LRVC Revitalization Condominium, Parcel B-1" and on "Condominium Plat Second Floor for LRVC Revitalization Condominium, Parcel B-1", which plats are recorded among the Land Records of Howard County, Maryland, in Plat Book 22982 and Plat Book 22983.

SUBJECT to and together with terms, provisions, conditions, restrictions, charges and advantages as set forth In Declaration and By-Laws aforesaid, together with percentage of interest In general and common elements as set forth therein.

PARCEL TWO:

BEING KNOWN AND DESIGNATED AS Parcel G-I, as shown on Plat entitled, "Columbia, Village of Longreach, Section 1, Area 5, Parcels E, F-1 and G-1, a Resubdivision of Parcels F and G, Sheet 1 of 1", which Plat Is recorded among the Land Records of Howard County in Plat Book No. 9737.

EXHIBIT B

PURCHASE AND SALE AGREEMENT

Tenant List

Unit 2
Ademola and Flasade Abolarin
8775 Cloudleap Court
Columbia, MD 21045

Unit 3 - Vacant

Unit 4
Angel Nail
8775 Cloudleap Court
Columbia, MD 21045

Unit 5
Multienvious
8775 Cloudleap Court
Columbia, MD 21045

Unit 6
Gourmet Garden
8775 Cloudleap Court
Columbia, MD 21045

Unit 7- Vacant

Unit 8
Community Cuts
8775 Cloudleap Court
Columbia, MD 21045

Unit 9
Long Reach Beauty Supply
8775 Cloudleap Court
Columbia, MD 21045

Unit 10 - Vacant

Unit 11 - Vacant

Unit 12
Liberty Tax Service
8775 Cloudleap Court
Columbia, MD 21045

Unit 13 - Vacant

Unit 14
Howard County Police Dept.
8775 Cloudleap Court
Columbia, MD 21045

Unit 15
Chick N' Friends
8775 Cloudleap Court
Columbia, MD 21045

Unit 16
Longreach Laundromat
8775 Cloudleap Court
Columbia, MD 21045

Unit 17
Subway
8775 Cloudleap Court
Columbia, MD 21045

Unit 18
NappStar
8775 Cloudleap Court
Columbia, MD 21045

Unit 19 – Vacant

OF200 – Gross and Brown
8775 Cloudleap Court
Columbia, MD 21045

OF200 & 205 – Gross and Brown
Enterprises LLC
8775 Cloudleap Court
Columbia, MD 21045

OF210 – Vacant

OF212 – Vacant

OF214A – Leighton Bronte Tinkew t/b/a Swiftway
Services
8775 Cloudleap Court
Columbia, MD 21045

OF214B – Howard County Cab Inc.
8775 Cloudleap Court
Columbia, MD 21045

OF218 – Vacant

OF 220 – Vacant

OF222 - Vacant

OF223 – Celebration Church
8775 Cloudleap Court
Columbia, MD 21045

OF224 – Family Medical Center Group
8775 Cloudleap Court
Columbia, MD 21045

OF225 – Vacant

OF226 – GemStar Prop. Management
8775 Cloudleap Court
Columbia, MD 21045

OF227 Celebration Church
8775 Cloudleap Court
Columbia, MD 21045

OF230 – TCC Wireless
8775 Cloudleap Court
Columbia, MD 21045

OF231 – Keli Enterprises
8775 Cloudleap Court
Columbia, MD 21045

OF235 – Celebration Church
8775 Cloudleap Court
Columbia, MD 21045

OF236 – Hopkins Family Dental Center
8775 Cloudleap Court
Columbia, MD 21045

EXHIBIT C

PURCHASE AND SALE AGREEMENT

FORM OF BILL OF SALE AND ASSIGNMENT

LONG REACH VILLAGE ASSOCIATES, LLC, a Delaware limited liability company, ("Seller"), for the consideration provided for in that certain Purchase and Sale Agreement dated September ___, 2014, by and between Seller and **HOWARD COUNTY, MARYLAND** ("Buyer"), hereby grants, sells, assigns, transfers and delivers to Buyer all of Seller's rights, title and interests in and to the personal property identified in Exhibit A, attached hereto and made a part hereof, said property being owned by Seller and located at the real property known as 8775 Cloudleap Court, Columbia, Maryland 21045 (all such property being the "Assets" and such building located on the real property being the "Building").

Seller represents that (i) Seller is the lawful owner of the Assets, (ii) Seller has the right and authority to convey the Assets to Buyer, and (iii) the Assets are free and clear of all liens encumbrances, security interests or any other claims whatsoever.

EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO WARRANTY WHATSOEVER REGARDING THE ASSETS AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE MERCHANTABILITY OR AS TO THE FITNESS OF THE ASSETS FOR ANY PARTICULAR USE OR PURPOSE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE ASSETS. THE ASSETS AND ALL OF SELLER'S RIGHTS TO THE ASSETS ARE HEREBY CONVEYED TO BUYER "AS IS".

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment under seal as on the _____ day of September, 2014.

WITNESS:

_____

SELLER:
LONG REACH VILLAGE ASSOCIATES, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Carl J. Verstandig,
Managing Member and Authorized Signatory
Date: _____

Exhibit A

(to be completed by Seller)

EXHIBIT D

PURCHASE AND SALE AGREEMENT

FORM OF ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF LEASES

Long Reach Village Associates, LLC, a Delaware limited liability company (hereinafter referred to as "Assignor") for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration to it paid by **Howard County, Maryland,** a body corporate and politic ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, has ASSIGNED, SOLD and TRANSFERRED, and by these presents does ASSIGN, SELL and TRANSFER, unto Assignee all of the following:

> Any and all of Assignor's interest in and to the tenant leases listed in the Rent Roll attached hereto as Exhibit A and by this reference made a part hereof, (the "Leases"), together with any deposits and prepaid rent reflected thereon and actually received and held by Assignor (collectively, the "Deposits"),

As a part of the consideration to Assignor for the assignment, transfer and sale of the Leases and Deposits, Assignee, by its acceptance hereof, hereby assumes and agrees to perform all of the responsibilities and obligations of the landlord or lessor under the Leases arising and accruing under said Leases from and after the date of this instrument, including but not limited to responsibility for said Deposits to the extent received by Assignee. Assignee hereby agrees to performance on the part of Assignee of any covenants or conditions of the Leases arising or accruing from and after the date hereof.

This Assignment and Assumption of Leases shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signatures on following page]

This the _____ day of September 2014.

ASSIGNOR:

LONG REACH VILLAGE ASSOCIATES, LLC
A Delaware limited liability company

By: _____(SEAL)
Name: Carl J. Verstandig
Title: Managing Member

This the _____ day of September 2014.

ASSIGNEE:

ATTEST:

_____
Lonnie R. Robbins
Chief Administrative Officer

HOWARD COUNTY, MARYLAND

By: _____ (SEAL)
Ken Ulman
County Executive
Date: _____

APPROVED FOR LEGAL SUFFICIENCY
this_____day of_____, 2014:

_____
Margaret Ann Nolan
County Solicitor

REVIEWING ATTORNEY:

_____
Constance A. Tucker
Senior Assistant County Solicitor

_____
Norman E. Parker, Jr.
Senior Assistant County Solicitor

APPROVED FOR SUFFICIENCY OF FUNDS:

_____
Stanley J. Milesky
Director of Finance

DEPARTMENT APPROVED:

_____
James M. Irvin
Director of Department of Public Works

EXHIBIT A
Rent Roll

EXHIBIT E

PURCHASE AND SALE AGREEMENT

FORM OF DEED

TRANSFER TO GOVERNMENT
Exempt from Recordation Tax and Transfer Tax under
Annotated Code of Maryland, Tax Property Article,
Sections 12-108 (a) and 13-207(a), respectively, and
exempt from Recording Fees under Annotated Code of Maryland,
Real Property Article, Section 3-603

Tax I.D. No. 16-101028 and 16-200255

Project No. C-0309

DEED

THIS DEED is made this _____ day of _____, 2014, by and between **LONG REACH VILLAGE ASSOCIATES, LLC**, (the "Grantor"), a Delaware limited liability company and **HOWARD COUNTY, MARYLAND** (the "Grantee"), a body corporate and politic.

WHEREAS, the Grantor owns, in fee simple, that certain real property commonly known as 8775 Cloudleap Court, Columbia, Howard County, Maryland and shown as: "Parcel B-1" comprising 7.578 acres, more or less, on a plat of subdivision titled "Columbia Village of Longreach, Section 1, Area 5, Parcels B-1, D-1 & E-1, A Resubdivision of Parcel B as shown on Plat Book 21, folio 82, Parcel D as shown on Plat Book 22, Folio 84 and Parcel E as shown on Plat No 9737", said plat recorded among the Land Records of the County as Plat MDR No. 12409; currently referred to as of the date hereof as Tax Account No. 16-101028, Tax Map 36, Grid 12, Parcel 6, PAR B-1; and of (ii) "Parcel G-1", comprising 0.133 acres, more or less, as shown on a plat of subdivision titled "Columbia Village of Longreach, Section 1, Area 5, Parcels E, F-1, and G-1 a Resubdivision of Parcels F and G", said plat recorded among the Land Records of the County as Plat MDR No. 9737; located within the Sixth Election District of Howard County, Maryland, and more commonly shown as Parcel 6 on Tax Map 36 (the "Grantor's Parcel").

WHEREAS, the Grantor by this Deed is conveying to Grantee the Grantor's Parcel, comprising 6.140 acres, more or less (the "Property").

NOW, THEREFORE WITNESSETH, in consideration of Five Million Dollars ($5,000,000.00), the Grantor hereby grants and conveys unto the Grantee, its successors and assigns, in fee simple, the Property, being more particularly described in Exhibit "A" attached hereto and made a part hereof.

THE PROPERTY BEING part of the Grantor's Parcel conveyed by Cedar-Long Reach, LLC, a Delaware limited liability company to the Grantor by Special Warranty Deed dated

October 29, 2010 and recorded among the Land Records of Howard County, Maryland in Liber 12828, folio 123 on November 9, 2010.

TOGETHER with all buildings and improvements thereon and all rights, alleys, ways, easements, waters, privileges, appurtenances and advantages belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, in fee simple forever.

THE GRANTOR hereby covenants that it is the sole owner of the Property, that Grantor has not done or suffered to be done any act, matter or thing whatsoever to encumber the Property, that Grantor warrants specially the Property subject to matters of public record, that Grantor will execute such further assurances of the same as may be requisite, and that Grantor, and its signatory, are duly authorized and have the power and right to convey the Property.

All references herein to Grantor shall be deemed plural if more than one person has an interest in the Property. Any pronoun reference herein shall be deemed to apply to the appropriate gender or person, as the case may be.

IN WITNESS WHEREOF, the parties have caused this Deed to be executed and delivered, under seal, by its duly authorized officer or official, on the date first above written.

WITNESS/ATTEST:

GRANTOR:
LONG REACH VILLAGE ASSOCIATES, LLC
a Delaware limited liability company

_____

By: _____ (SEAL)
Carl J. Verstandig,
Managing Member and Authorized Signatory
Date: _____

[Notary follows on the next page.]

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

I HEREBY CERTIFY that on this _____ day of _____, 2014, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Carl J. Verstandig, Managing, Member and Authorized signatory of Long Reach Village Associates, LLC, a Delaware limited liability company, the Grantor in the within Deed, and he acknowledged the same to be the act of the limited liability company for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

_____
Notary Public

My Commission Expires: _____

[Signatures continue on the following page.]

ACCEPTED by the Grantee on this ____ day of _____, 2014.

ATTEST:

_____
Lonnie R. Robbins
Chief Administrative Officer

HOWARD COUNTY, MARYLAND

By: _____ (SEAL)
Ken Ulman
County Executive
Date: _____

APPROVED:

_____
James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

_____
Stanley J. Milesky, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this _____ day of _____, 2014.

_____
Margaret Ann Nolan
County Solicitor

Reviewing Attorney:

_____
Constance A. Tucker
Senior Assistant County Solicitor

_____
Norman E. Parker, Jr.
Senior Assistant County Solicitor

[Notary follows on the next page.]

COUNTY EXECUTIVE:
STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2014, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Ken Ulman, the County Executive for Howard County, Maryland, the Grantee in the within Deed, who acknowledged the same to be the act of the County and that he executed the foregoing Deed 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: _____

THIS IS TO CERTIFY that this instrument was prepared by Howard County, Maryland, the grantee named in the within Deed.

_____
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, Maryland 21043

EXHIBIT A

Legal Description of the Land

PARCEL ONE:

BEING KNOWN AND DESIGNATED as Unit No.2, LRVC Revitalization Condominium, being part of the property in horizontal properly regime known as LRVC Revitalization Condominium, as said Unit and said Condominium are established pursuant to a Declaration and By-Laws recorded among the Land Records of Howard County in Liber WAR 15780, folio 71-88, by Long Reach Village Associates, LLC and as shown on Plats thereof entitled, "Condominium Plat First Floor for LRVC Revitalization Condominium, Parcel B-1" and on "Condominium Plat Second Floor for LRVC Revitalization Condominium, Parcel B-1", which plats are recorded among the Land Records of Howard County, Maryland, in Plat Book 22982 and Plat Book 22983.

SUBJECT to and together with terms, provisions, conditions, restrictions, charges and advantages as set forth In Declaration and By-Laws aforesaid, together with percentage of interest In general and common elements as set forth therein.

PARCEL TWO:

BEING KNOWN AND DESIGNATED AS Parcel G-I, as shown on Plat entitled, "Columbia, Village of Longreach, Section 1, Area 5, Parcels E, F-1 and G-1, a Resubdivision of Parcels F and G, Sheet 1 of 1", which Plat Is recorded among the Land Records of Howard County in Plat Book No. 9737.

EXHIBIT F

LIST OF RELATED AGREEMENTS

NONE.

EXHIBIT G

(Intentionally Deleted)

EXHIBIT H

PURCHASE AND SALE AGREMENT

PERMITTED EXCEPTIONS

1. Subject to a Public Utility Agreement Baltimore Gas and Electric Company recorded in Liber 468, Folio 239 and Liber 662, folio 591.

2. Subject to future tax levies, public charges and assessments, for existing or proposed improvements whether levied or assessed, or to be levied or assessed, and not as yet due and payable.

3. Subject to covenants, conditions and restrictions in Agreement with Columbia Parks and Recreation recorded in Liber 463, Folio 158.

4. Subject to covenants, conditions and restrictions in Declaration for the Village of Long Reach recorded in Liber 532, Folio 181 and Declaration of Annexation recorded in Liber 559, folio 630.

5. Subject to terms, provisions, notes, easements, rights of ways, setbacks, building restriction lines and all other miscellaneous matters as shown on that plat recorded among the Land Records of Howard County in Plat Book 22982 and 22983.

6. Subject to covenants, conditions and restrictions in Declaration and By-Laws recorded in Liber WAR 15780, folio 71-88.

7. Subject to terms, provisions, notes, easements, rights of ways, setbacks, building restriction lines and all other miscellaneous matters as shown on that plat recorded among the Land Records of Howard County in Plat Book 9737 and Plat Book 12409.

8. Subject to terms and provisions in Memorandum of Lease between Subway Real Estate LLC and Long Reach Village Associates, LLC recorded In Liber 14118, folio 360.

9. Subject to terms and provisions in Declaration by Columbia Mall, Inc. recorded In Liber 2375, folio 657.

10. Subject to terms and provisions in Deed between The Howard Research and Development Corporation and Howard County, Maryland recorded in Liber 1001, folio 418.

11. Subject to terms and provisions in Deed and Agreement between The Howard Research and Development Corporation et al and Howard County, Maryland recorded in Liber 610, folio 431.

12. Subject to terms and provisions in Deed and Agreement between Longreach Associates et al and Howard County, Maryland recorded in Liber 595, folio 681.

13. Subject to covenants, conditions and restrictions in Declaration by The Howard Research and Development Land Company recorded in Liber 1794, folio 506. Amendment recorded in Liber 1805, folio 442.
14. Subject to terms and provisions in Deed and Agreement of Easement between The Howard Research and Development Corporation and Long Reach Company recorded in Liber 704, folio 469.

15. Subject to terms and provisions in Agreement of Easement recorded in Liber 4003, folio 571.

16. Subject to terms and provisions in Agreement of Easement recorded in Liber 4003, folio 576

17. Subject to terms and provisions in Reciprocal Easement recorded in Liber 4003, folio 591.

18. Subject to terms and provisions in Access Easement recorded in Liber 4003, folio 561.

19. Subject to terms and provisions in Deed and Agreement by Long Reach Company recorded in Liber 921, folio 94.

20. Subject to terms and provisions in Amendment to Deed and Agreement by Long Reach Company recorded in Liber 940, folio 115.

21. Subject to terms and provisions in Easement Agreement by Columbia Mall, Inc. recorded in Liber 5186, folio 562.

22. Subject to terms and provisions in Deed between Jufang S. Kim and Hea Ja Kim and Columbia Mall recorded in Liber 4003, folio 554.

23. Subject to such state of facts discoverable by an accurate survey and inspection of the premises.

24. Subject to covenants, conditions and restrictions, if any, appearing in the public records.

25. Subject to easements or servitudes, if any, appearing in the public records.

26. Subject to the horizontal properly regime known as LRVC Revitalization Condominium, as said Unit and said Condominium are established pursuant to a Declaration and By-Laws recorded among the Land Records of Howard County in Liber WAR 15780, folio 71-88, by Long Reach Village Associates, LLC and as shown on Plats thereof entitled, "Condominium Plat First Floor for LRVC Revitalization Condominium, Parcel B-1" and on "Condominium Plat Second Floor for LRVC Revitalization Condominium, Parcel B-1", which plats are recorded among the Land Records of Howard County, Maryland, in Plat Book 22982 and Plat Book 22983, and the terms, provisions, conditions, restrictions, charges and advantages as set forth in Declaration and By-Laws aforesaid.

EXHIBIT I

PURCHASE AND SALE AGREEMENT

Howard County Charter
Section 901. Conflict of Interest.

(a) **Prohibitions**. No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council**. The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties**. Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on

conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than $100.00 or more than $1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Howard County Code
Section 22.204. Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

(i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.

(ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:

a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;

d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or f. A business entity that:

1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1 of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

(i) The disqualification leaves a body with less than a quorum capable of acting;

(ii) The disqualified official or employee is required by law to act; or

(iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

(i) Be employed by or have a financial interest in any entity:

a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or

b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

(i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;

(ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or

(iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation**. Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

(i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;

(ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;

(iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or

(iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

a. Meals and beverages consumed in the presence of the donor or sponsoring entity;

b. Ceremonial gifts or awards that have insignificant monetary value;

c. Unsolicited gifts of nominal value that do not exceed $20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information**. Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement**.

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or

represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

EXHIBIT J

ENVIRONMENTAL ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and among **LONG REACH VILLAGE CENTER ASSOCIATES**, a Delaware limited liability company ("**Seller**"), and **HOWARD COUNTY, MARYLAND**, a body corporate and politic ("**Purchaser**"), and **COLONY TITLE GROUP, LTD.** (the "**Escrow Agent**").

RECITALS

A. Purchaser and Seller entered into a Purchase and Sale Agreement dated _____, 2014 (the "**Agreement**"), in connection with the proposed purchase by Purchaser from Seller of certain real property described in the Agreement.

B. The Agreement provides, in part, in Section 7.1.9, that Purchaser and Seller will enter into this Escrow Agreement to set forth the duties of the Escrow Agent in connection with all sums defined as the escrow funds in the Agreement, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated by this reference.

2. Appointment of Escrow Agent and Receipt of Escrow Funds. Colony Title Group, Ltd. is hereby appointed, and hereby accepts the appointment, to serve as Escrow Agent pursuant to the terms and conditions of this Escrow Agreement and the Agreement, of which the Escrow Agent acknowledges receipt. By its signature below, Escrow Agent acknowledges receipt from Purchaser of Four Hundred Thousand Dollars ($400,000) in the form of cash or certified check (the "**Escrow Funds**") to be held and released in accordance with the terms of this Escrow Agreement and the Agreement. Seller, Purchaser and Escrow Agent hereby agree that the afore-mentioned Section 7.1.9 of the Agreement is incorporated herein and made a part of this Escrow Agreement, and agree to be bound by the provisions of such section.

3. Release of Escrow Funds by Escrow Agent. Escrow Agent shall cause the Escrow Funds to be deposited in a federally-insured interest bearing account at a financial institution selected by the Escrow Agent, but subject to the approval of the Seller, said approval not to be unreasonably withheld, with any interest on the Escrow Funds belonging to Seller, and said interest paid to the Seller no less than every quarter as long as the funds are held in escrow under this Escrow Agreement. The Escrow Agent shall cause the Escrow Funds to be released to the Purchaser or the Seller in accordance with the terms of the Agreement or as directed by written notice signed by Purchaser.

4. Rights of Escrow Agent. Escrow Agent shall have no duties or responsibilities except those expressly set forth herein and in Section 7.1.9 of the Agreement, and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. Escrow

Agent shall not be liable for confirming the identity, authority or rights of any person, firm or corporation executing, delivering or purporting to execute or deliver this Escrow Agreement. Escrow Agent's duties hereunder shall be limited to the safekeeping of the Escrow Funds and the release of such Escrow Funds in accordance with the provisions of the Agreement and this Escrow Agreement.

5. Evidence of Succession or Assignment. No person, firm or corporation will be recognized by Escrow Agent as a successor or assignee of Purchaser or Seller until there shall be presented to Escrow Agent evidence reasonably satisfactory to Escrow Agent of such succession or assignment.

6. Reliance by Escrow Agent. Escrow Agent shall be entitled to rely reasonably upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety, validity or the service thereof. Escrow Agent may act in reasonable reliance upon any instrument or signature believed by it to be genuine and may reasonably assume that any person purporting to give notice, receive, advise or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

7. Indemnification. Escrow Agent shall not be liable, except for its own gross negligence or willful misconduct, and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, Purchaser, to the extent permitted by law and subject to available appropriations, and Seller shall jointly and severally indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Escrow Agreement. All costs or expenses incurred by the Escrow Agent because of litigation or dispute between Purchaser and Seller arising out of the holding of the Escrow Funds shall be divided equally among and be paid by the Purchaser and the Seller. The Escrow Agent shall have a lien on the Escrow Funds for any and all of these costs, attorneys' fees and other expenses.

8. Retention of Escrow Funds Pending Resolution of Disputes. In the event of any disagreement between the parties set forth in writing and distributed to all of the relevant parties and resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that Escrow Agent in good faith is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Funds until Escrow Agent shall have received (i) a written agreement executed by Purchaser and Seller directing delivery of the Escrow Funds, in which event Escrow Agent shall release the Escrow Funds from escrow in accordance with such agreement, or (ii) an unappealable Order of Court directing the disposition of the Escrow Funds. Escrow Agent shall immediately act on such agreement or decision without further question or condition.

9. Notices. All notices, demands, communications ("**Notices**") permitted or required to be given hereunder shall be in writing and, if mailed, registered or certified United States Mail, return receipt requested, first class postage prepaid, shall be deemed given on the earlier to occur of two (2) days after the date of mailing thereof or the date of actual receipt; all other

notices not so mailed shall be deemed given on the date of actual receipt. Notices shall be addressed to Seller or Purchaser, as the case may be, at the address or telecopy number shown below or to such other address or telecopy number as either party shall notify the other in accordance with the provisions hereof. Actual receipt for purposes of notice given by telecopy shall be when the notice is transmitted to the party's telecopy number specified below and confirmation of receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours (normal business hours deemed to end at 5:00 p.m., Monday through Friday, except legal holidays):

If to Seller: Long Reach Village Associates, LLC
678 Reisterstown Road
Baltimore, Maryland 21208
Email: Kstander@aol.com
Fax: (410) 653-

With copy to: David S. Sellman, Esq.
Sellman Hoff, LLC
2201 Old Court Road
Baltimore, Maryland 21208
Email: dsellman@sellmanhoff.com
Fax: (410) 332-1746

If to Purchaser: Howard County, Maryland
County Executive Office
3430 Court House Drive
Ellicott City, Maryland 21043
Attn: Mark Thompson
Email: mthompson@howardcountymd.gov
Fax: (410) 313-0573

With a copy to: Howard County, Maryland
County Solicitor
3450 Court House Drive
Ellicott City, Maryland 21043
Fax: (410) 313-3292

If to Escrow Agent: Edwin E. Tillman, President
Colony Title Group, Ltd.
5950 Symphony Woods Road, Suite 418
Columbia, Maryland 21044
Email: tee.tillman@colonytitle.com

10. Compensation of Escrow Agent. Escrow Agent shall not receive any compensation for its services as Escrow Agent.

11. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns. This agreement contains

the entire agreement between the parties covering this matter and other written and/or oral agreements are merged herein.

12. Governing Law. This Escrow Agreement shall be governed and interpreted by the laws of the State of Maryland, exclusive of the conflict of laws rule.

13. Termination. This Escrow Agreement shall terminate and the Escrow Agent shall be discharged of all responsibilities hereunder at such time as the Escrow Agent shall have completed its duties hereunder, and as specified in the Agreement. This Escrow Agreement shall survive the Closing, as defined in the Agreement, and termination of the Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives under seal, with the intent that it be a sealed instrument with all benefits inherent to a sealed instrument, as of the date first written above.

WITNESS:

_____

SELLER:
Long Reach Village Associates, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Carl J. Verstandig,
Managing Member and Authorized Signatory
Date: September __, 2014

(Signatures continue on next page.)

PURCHASER:
HOWARD COUNTY, MARYLAND

ATTEST:

By: _____(SEAL)
Ken Ulman
County Executive
Date: September __, 2014

_____
Lonnie R. Robbins
Chief Administrative Officer

REVIEWED AND APPROVED:

_____
James M. Irvin, Director
Department of Public Works

APPROVED: FOR SUFFICIENCY
OF FUNDS:

_____
Stanley J. Milesky, Director
Department of Finance

APPROVED as to Form and Legal Sufficiency
this _____ day of _____, 2014:

_____
Margaret Ann Nolan
County Solicitor

Reviewing Attorney:

_____
Constance A. Tucker
Senior Assistant County Solicitor

_____
Norman E. Parker, Jr.
Senior Assistant County Solicitor

ESCROW AGENT:
COLONY TITLE GROUP, LTD.

By:_____

EXHIBIT K

CERTIFICATION OF REPRESENTATIONS AND WARRANTIES

THIS CERTIFICATION OF REPRESENTATIONS AND WARRANTIES (this "Certification") is made and entered into as of this _____ day of September, 2014, by and between **LONG REACH VILLAGE ASSOCIATES, LLC**, a Delaware limited liability company ("Seller") and **HOWARD COUNTY, MARYLAND**, a body corporate and politic ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a Purchase and Sale Agreement dated September _____, 2014 (the "Agreement"), with respect to certain real property located at 8775 Cloudleap Court, Columbia, Maryland 21045 (the "Property");

WHEREAS, Seller made certain representations and warranties in Sections 5.1, 5.3, 5.4, and 6.2 of the Agreement (the "Seller Representations"); and

WHEREAS, Buyer made certain representations and warranties in Section 5.2of the Agreement (the "Buyer Representations").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer hereby certify as follows:

1. Seller's Certification. Seller hereby certifies that the Seller Representations are true and correct as of Closing and the Seller Representations shall survive the Closing except as expressly provided in the Agreement.

2. Buyer's Certification. Buyer hereby certifies that the Buyer Representations are true and correct as of Closing and the Buyer Representations shall survive the Closing except as expressly provided in the Agreement.

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

4. Counterparts. This Certification may be executed and delivered via "PDF" email attachments or via facsimile and in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

5. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Certification to be duly executed as of the day and year first above written.

SELLER:

WITNESS/ATTEST:

LONG REACH VILLAGE ASSOCIATES, LLC,
a Delaware limited liability company

_____

By: _____ (SEAL)
Kevin Stander,
Member and Authorized Signatory
Date: _____

(Signatures continue on the next page.)

BUYER:

HOWARD COUNTY, MARYLAND

ATTEST:

By: _____ (SEAL)
Ken Ulman
County Executive
Date: _____

_____
Lonnie R. Robbins
Chief Administrative Officer

APPROVED: DEPARTMENT OF PUBLIC WORKS

_____
James M. Irvin, Director

APPROVED: FOR SUFFICIENCY OF FUNDS:

_____
Stanley J. Milesky, Director
Department of Finance

APPROVED as to Form and Legal Sufficiency
this _____ day of _____, 2014:

_____
Margaret Ann Nolan
County Solicitor

Reviewing Attorney:

_____
Constance A. Tucker
Senior Assistant County Solicitor

_____
Norman E. Parker, Jr.
Senior Assistant County Solicitor

EXHIBIT L

LONG REACH VILLAGE ASSOCIATES, LLC,
a Delaware limited liability company

UNANIMOUS CONSENT OF THE MEMBERS

LONG REACH VILLAGE ASSOCIATES, LLC, a Delaware limited liability company, (the "Company"), a Maryland limited liability company, hereby adopts on this _____ day of September, 2014, by written consent, the following resolutions:

WHEREAS, the Company owns certain real property commonly known as 8775 Cloudleap Court, Columbia, Maryland 21045 (the "Property").

WHEREAS, the Company desires to sell the Property to Howard County, Maryland (the "Purchaser"), and the Purchaser desires to purchase the Property from the Company (the "Transaction") for a purchase price of Five Million Dollars ($5,000,000.00) (the "Purchase Price"), in accordance with the terms and conditions set forth in that certain Purchase and Sale Agreement dated September _____, 2014, (collectively the "Purchase Agreement").

NOW, THEREFORE, IT IS RESOLVED, that the Members hereby unanimously approve the sale of the Property by the Company to Purchaser for the Purchase Price in accordance with the terms, provisions and conditions set forth in the Purchase Agreement;

RESOLVED FURTHER, that the Managing Member, Carl J. Verstandig, be, and hereby is, authorized to execute and deliver on behalf of the Company, a deed to transfer title from the Company to Purchaser and also to sign all additional agreements, documents and instruments (collectively the "Transaction Documents") as he shall deem necessary or proper to carry out fully the intent and purposes of the foregoing resolutions;

RESOLVED FURTHER, that the Members hereby approve the performance by the Company of its obligations under each of the Transaction Documents;

RESOLVED FURTHER, that all Transaction Documents executed and delivered on behalf of the Company in order to implement the foregoing resolutions shall be in such form, and shall contain such additional provisions, as the Managing Member shall approve in his sole discretion, such approval to be evidenced conclusively by his execution thereof; and

RESOLVED FURTHER, that all actions taken by the Company in connection with the intent and purposes of the foregoing resolutions hereby are ratified and confirmed.

(Signatures follow on the next page.)

IN WITNESS WHEREOF, the undersigned Members executed these resolutions on the day and year first above written.

WITNESS/ATTEST:

_____

By: _____ (SEAL)
Kevin Stander

By: _____ (SEAL)
Carl J. Verstandig

By: _____ (SEAL)
Richard Butchok

Clairmoore, LLC

By: _____ (SEAL)
Marc Grebow, Managing Member

By: _____ (SEAL)
David Sellman

CR 98-2017

HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING
3430 Courthouse Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2350

Valdis Lazdins, Director

www.howardcountymd.gov
FAX 410-313-3467
TDD 410-313-2323

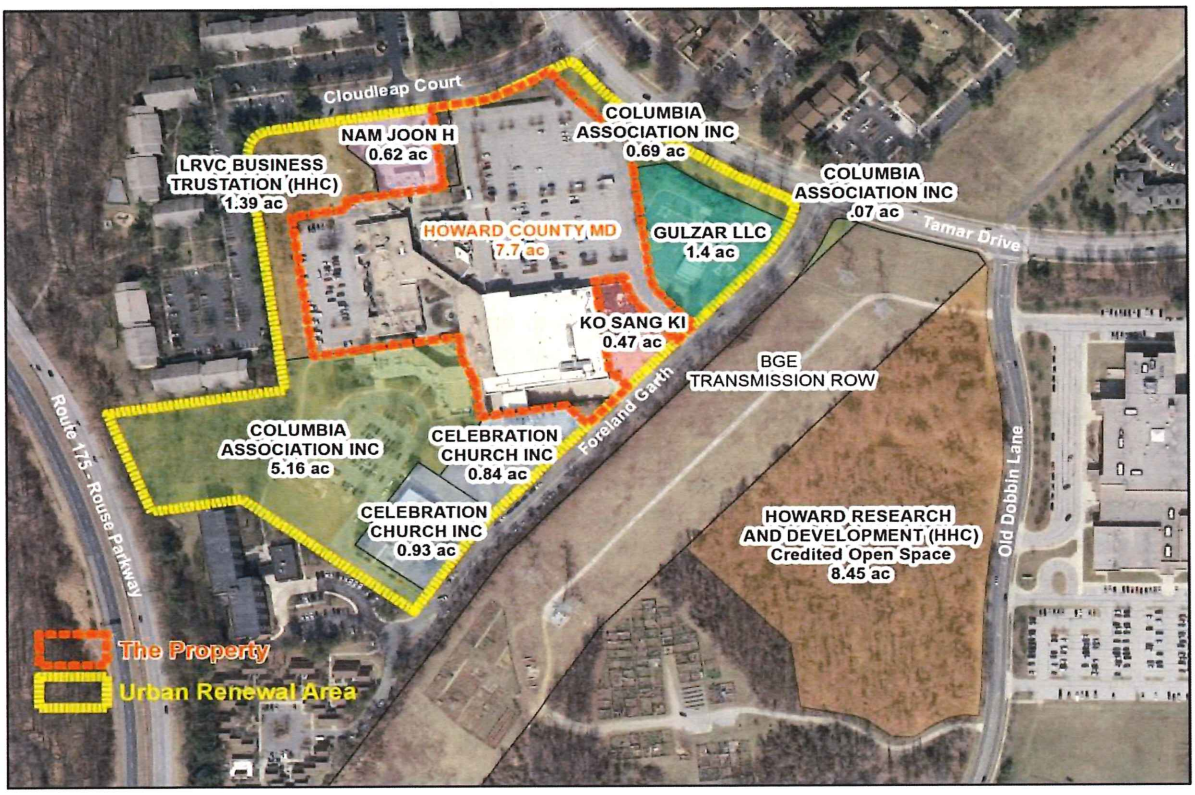
TECHNICAL STAFF REPORT
Long Reach Village Center
Urban Renewal Project

Planning Board Public Meeting of May 18, 2017
County Council Hearing to be scheduled

Request: Recommend the County Council approve the preferred Urban Renewal Project to redevelop and revitalize the Long Reach Village Center (LRVC) urban renewal area.

Location: The urban renewal area is bound to the north by Cloudleap Court and Tamar Drive; to the east by Foreland Garth; to the south by the Longwood Apartments; and to the west by the Timbers Apartments and Route 175. This area encompasses 19.1 acres and is located in the Second Election District of Howard County, Maryland. Howard County Government owns 7.71 acres within the urban renewal area (Parcel 6, Lots UN 1 and 2 on Tax Map 36, Grid No. 12).

DPZ Recommendation: County Council approve the preferred Urban Renewal project to revitalize the LRVC urban renewal area described herein.



Map of Urban Renewal Area, including the property owned by Howard County

Background:

Council Bill 29-2009 – CB 29-2009 outlined a process for Village Center redevelopment and created the opportunity for Village Boards to create and file master plans.

Long Reach Village Center Community Plan (VCCP) - The Long Reach Village Board, aided by a panel of citizen volunteers, created a Village Center Master Plan that was approved by the Community and filed with the Department of Planning and Zoning in 2012.

Council Resolution 22-2014 – Facing decline of the shopping center, and given concerns about vacancies, poor maintenance, security and impact on neighboring property values, members of the community requested County intervention. On March 5, 2014, the County Council passed legislation finding that certain properties of the LRVC constituted a blighted area and found that the rehabilitation or redevelopment of these properties is necessary in the interest of the public health, safety and welfare of the residents of the County. The legislation defined the boundaries of the 19.1-acre urban renewal area, authorized acquisition of certain properties in the LRVC, and authorized preparation of plans for redevelopment.

County Acquisition – In October 2014 Howard County purchased a portion of the LRVC (excluding the former Safeway building). In February 2015 the County purchased the Safeway building resulting in county ownership of 7.71 acres in the LRVC urban renewal area.

Community Meetings – The County held five community meetings throughout 2015 to engage the public in reimagining the LRVC. Community participation exceeded expectations, with over 150 people attending the kickoff meeting in April 2015. That meeting – and each of the subsequent meetings in the series – featured both high attendance and thoughtful discussion.

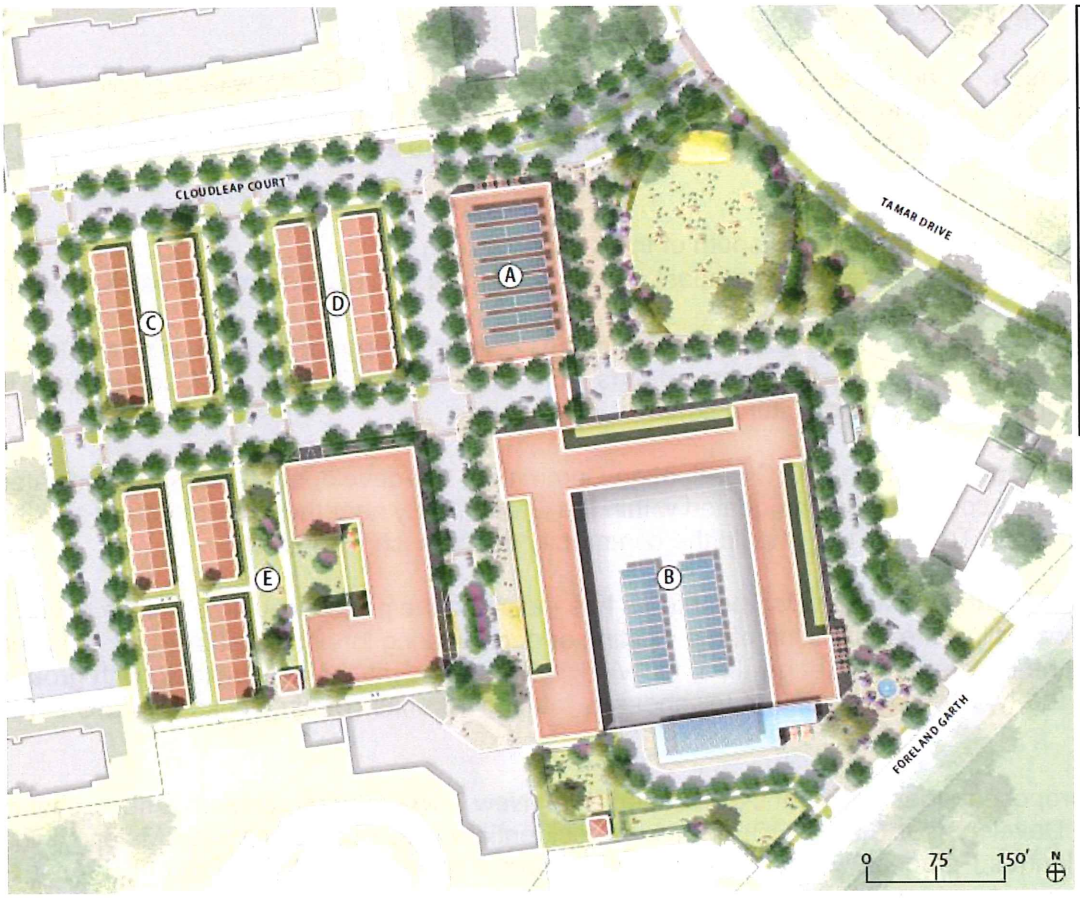
Reimagine Long Reach Village Center Proposed Plan (Reimagine Plan) – Based on the input from the community meetings, the County developed a Reimagine Long Reach Village Center Plan (2016). The plan documents the County's objectives to revitalize the LRVC, potential land uses, and techniques the County may use to facilitate revitalization. One technique the plan contemplates is property disposal through a competitive developer solicitation process – a Request for Proposals (RFP).

Request for Proposals – Consistent with the Reimagine plan, the County issued an RFP in December 2016 with the help of a commercial real estate consulting firm, Chartwell Enterprises. The RFP was: marketed directly to more than 150 developers and other potentially interested parties; listed on CoStar, a commercial real estate marketing provider with broad reach; and posted on the County's website. The County and Chartwell held an industry day on January 10, 2017, and invited interested parties to the LRVC for a presentation regarding the property and its potential redevelopment.

RFP Evaluation Committee – The County formed a seven-member evaluation committee that include three community members (a Village Board member selected by the Long Reach Village Board, a Long Reach business owner selected by the County Administration, and a Village Board member and a Columbia Association representative selected by Councilman Calvin Ball). Four County representatives served on the committee, including one representative from County Administration, two representatives from the Department of Planning and Zoning, and one representative from the Department of Public Works. The committee unanimously recommended the development plan submitted by the Orchard Development Team (Attachment A) as its preferred plan for the redevelopment of the LRVC (see RFP Committee Recommendation Memorandum – Attachment C). Notably, each committee member rated the Orchard Development Team plan as the highest rated proposal by a substantial margin.

Proposed Development Plan:

Location - The site area for the redevelopment proposal is approximately 10.25 acres and consists of the County-owned 7.71-acre property, along with several adjacent parcels.



A	Retail Market Pavilion
	Medical Office
B	Retail
	Incubator Space
	Multi-Family
	Vertical Garden
C	Townhouses
D	Townhouses
E	Townhouses
	Senior Housing

Map of redevelopment area (also provided on page 11 of the enclosed proposal)

Land Uses and Development Program – As depicted on the concept plan above, the following uses are proposed:

- **Block A:** Approximately 17,500 SF of medical office over a market pavilion
- **Block B:** Mixed-use building to include 20,000 SF of retail; 20,000 SF of food incubator space; 132 market-rate multi-family housing units; 854 structured parking spaces; and a 19,500 SF vertical garden (adjacent to the south wall of the parking structure)
- **Blocks C & D:** 32 for-sale townhomes
- **Block E**: 120 senior multi-family housing units and 20 for-sale townhomes.

The proposed development program is predicated upon acquisition of the liquor store and deli parcels, which are privately owned and adjoin the County property. Acquisition of these parcels expands revitalization within the urban renewal area and achieves a more holistic redevelopment. As such, the development team has initiated conversations with these property owners and both have expressed preliminary interest in being part of the redeveloped center. The development team further indicated that it will work with other current tenants in the center who may wish to be part of the redevelopment to ensure a smooth transition for all interested parties.

According to the development team, the project does not rely on the integration of these parcels. If the deli parcel is not acquired, one block of townhouses (approximately 16 units) and the adjacent portion of the street between the townhomes and market/office building (Building A above) would not be built. If the liquor store parcel is not acquired, the entry plaza fronting Foreland Garth would not be built and a corner of the multi-use building (Building B above) would be adjusted slightly. In either scenario, the majority of the proposed uses can be achieved.

Community Spaces – The redevelopment proposal features a Village Green with a pavilion as its primary community gathering space. The Village Green is located prominently at the corner of Cloudleap Court and Tamar Drive. The development plan also offers a series of smaller, public spaces to include:

- A community dog park- located south of the vertical garden.
- A public plaza- situated at the southeast corner of Building B. This feature serves as an entry point from Foreland Garth.
- Neighborhood mews- a linear public green located between the senior housing and townhomes shown in Block E above. This axis extends from the existing Cultural Arts Center west to connect the residential and cultural uses.

In response to a request from the LRVC Evaluation Committee, the development team has indicated that basketball courts could be accommodated within the Green (likely near the eastern corner and the shared-use path along Tamar Drive) should the community desire such an amenity.

Demolition and Phasing – The development team has indicated the project could be built in phases. The first phase would include demolition of the existing surface parking lot and retail facing it, followed by constructing the new retail market pavilion, the Village Green, the multi-family building with ground floor retail, and the two western blocks of townhouses totaling 36 units (within blocks E and C in the map above).

Zoning – The proposed redevelopment site is zoned "NT" (New Town) and requires an amendment to the Preliminary Development Plan (PDP) to include residential uses. Accordingly, the Major Village Center Redevelopment process will be required to implement the proposed project. Attachment G outlines the steps for this process.

Evaluation and Conclusions:

Conformance with Reimagine Long Reach Village Center Proposed Plan Objectives –

The Reimagine Plan identifies objectives for the revitalization of the LRVC based on:

- Community input from the five public meetings
- The 2012 Long Reach Village Center Community Plan
- Columbia Association's Guiding Principles
- Applicable *PlanHoward 2030* goals and policies

The development proposal addresses these objectives by describing how the redevelopment will create long-term economic sustainability, enhance connectivity between the LRVC and the rest of the village, provide attractive community gathering spaces, and incorporate innovative building and site design. Each of the Reimagine Plan objectives is evaluated below.

Economic Sustainability

Provide opportunities for existing businesses and attract new businesses to LRVC that supports the needs of the Long Reach Village and Columbia.

The development team envisions new retail uses that meet the daily needs of the neighborhood, such as carry-out or quick serve food, pharmacy, medical uses, health and fitness, daycare, convenience store, and other related services. To provide synergy with the existing art center, the development team proposes innovative and creative concepts including a food incubator and possible culinary institute.

According to the proposal, the food incubator serves a significant unmet need for local entrepreneurs in the food processing, agricultural, and technology industries. The incubator will offer commercial co-working kitchen space, a co-packing facility, training center for workforce development, and micro-storefronts. Both Howard Community College and Power52 intend to offer programs in the proposed training center, covering such areas as financial literacy, solar and energy efficiency, and agricultural technology.

The team also proposes a food hall within the market pavilion adjacent to the Village Green and a vertical garden adjoining the multi-family building. These components will give the LRVC a distinctive character and draw attention and interest from both the immediate community and beyond.

Improve the visibility of the LRVC from Tamar Drive, Cloudleap Court and Foreland Garth to support business viability.

The proposed site layout locates the retail uses closer to Tamar Drive, compared to existing conditions. The market pavilion building is proposed near the corner of Cloudleap Court and Foreland Garth, adjacent to the Village Green. The multi-family building, with ground floor retail, will be accessed from Foreland Garth and visible both from Foreland Garth and Tamar Drive.

Incorporate appropriate signage.

The development plan indicates that attractive and easily discernible wayfinding signage will be integral to the overall redevelopment.

Encourage the development of housing options to provide an on-site demand for goods and services.

The proposal describes how new residential development is a key component for the commercial success and long-term economic viability of the center. The proposed mix of housing types will add a significant customer base, within a short walking distance to merchants.

Connectivity

Create a network of pedestrian/bicycle pathways to formally connect the LRVC with neighboring properties and existing Columbia Association pathways. This network will consist of: new pedestrian connections with crosswalks, and existing or new internal streets in new alignments. Streets may be public or private.

The proposed site plan provides walkable streets, sidewalks, and interconnected blocks. The sidewalk network links buildings with public spaces, promotes a walkable and accessible community, and improves connectivity to adjacent parks, trails, schools, and neighborhoods. The development plan includes a shared-use path along Tamar Drive.

The smaller townhome blocks are located to reinforce existing pathway connections, create a stronger street network, and create a pedestrian framework that links to broader community amenities beyond the development site.

Maximize the impact of public transit facilities by locating them within the LRVC to support commercial operations and community uses.

The proposal describes a transit hub to include a sheltered transit stop for buses, Uber/Lyft, bike racks and a bike share station. The bike share station would be located adjacent to the Village's bus stop and near the Village Green and ground floor retail in the multi-family building.

Ensure that LRVC is visibly and physically accessible, convenient, and comfortable. New pathways should have lighting that is scaled appropriately for users and enhanced with landscaping.

The development plan includes a shared-use path alongside a densely-landscaped setback buffering the Village Green from the heavily-traveled Tamar Drive. Street trees, walkways and crosswalks are incorporated along all sides of the Village Green to promote pedestrian safety, walkability, and connections to the larger trail network.

Currently, access and visibility to Stonehouse and Columbia Art Center is lacking. The proposal provides a new internal street leading to the Stonehouse and Columbia Art Center building. This street will enhance the civic presence of the building with increased internal access and visibility.

Community Spaces

Ensure that expanded or enhanced public spaces are appropriately sited to function as an integral part of development to provide public interaction and gathering.

The central Village Green will be the primary community space located prominently at the corner of Cloudleap Court and Tamar Drive. It is situated to support retail users and provide opportunities to foster a sense of neighborhood identity and cohesiveness. The Village Green features a pavilion that functions as a gateway feature and performance venue.

The development plan also provides smaller public spaces, including a public plaza, community dog park, and neighborhood mews. The plaza is located to be an entry point and front door to the LRVC from Foreland Garth. It is designed to serve as a secondary hub for residential and village community life, promoting opportunities for gathering and social interaction. The dog park will offer opportunities for Long Reach residents to socialize and allow their dogs to play off-leash. The neighborhood mews is a linear green that will visually connect the proposed townhome area to the Art Center and Stonehouse.

Require that public spaces provide landscaping and offer benches or other types of outdoor seating.

Each of the proposed community spaces provide distinctive landscaping. The Village Green has bermed landscaped shoulders with native plantings, flowering trees, and integrated stormwater management. The plaza includes a grove of shade trees and stormwater management features. The dog park has a dense hedge to conceal a 4-foot high fence. The neighborhood mews features an informal landscape with native plantings, regularly spaced ornamental trees, and shrubs. The Village Green and plaza will also include flexible outdoor seating options.

Retail and enhance the existing institutional uses (such as Stonehouse and Columbia Art Center) and provide opportunities for new institutional uses (such as governmental, educational, and nonprofit uses) that complement the existing assets.

The proposal provides a new internal street leading to the Stonehouse and Columbia Art Center building to enhance the building's presence.

Innovative redevelopment features would complement the existing assets. The food and technology incubator/training center is described as a unique focal point for the new center. It would offer a commercial kitchen co-working space, co-packing facility, training center for workforce development, and micro-storefronts. The vertical farm is also noted as an attraction that would establish the reimagined LRVC as a compelling destination. The proposed vertical hydroponic farm is described in the proposal as a highly productive, environmentally-friendly source for local "365" fresh produce.

Building and Site Design

Incorporate high caliber, green building and site design strategies and systems.

The development team envisions a truly sustainable mixed-use redevelopment. The plan integrates net positive energy design, vertical farming, food incubation, and multigenerational residences. The development team anticipates achieving both "net-positive" energy and a LEED platinum rating. The design would produce more power than it uses, bring clean energy and greater reliability to on-site operations and external community stakeholders. Techniques to achieve net-positive energy design include: energy efficiency automated building control systems, geothermal heating and cooling, solar electric power, battery storage, and the conversion of organic food waste.

Incorporate massing and height standards to appropriately transition between neighboring properties.

The site layout incorporates a welcoming transition from Tamar Drive with a gateway entrance feature (pavilion) and a Village Green. Multi-story buildings are centrally located and townhomes provide a transition between these new multi-story buildings and garden apartments to the north and west of the site.

While the proposal offers benefits to the Stonehouse and Columbia Art Center building, in terms of enhanced visibility and access, the size and scale of the proposed multi-story buildings could create an overwhelming effect. To the extent possible, the long-term incorporation of the Stonehouse and Columbia Art Center uses within a new multi-story building could address this issue. The proposal provides an illustrative plan depicting a potential development framework for the southwestern portion of the Urban Renewal Area, should opportunities emerge for the long-term redevelopment of Stonehouse and Columbia Art Center.

Enhance the aesthetic quality of the LRVC by screening and appropriately siting parking, loading, and mechanical systems.

The multi-family building wraps an internal parking garage with residential and ground floor retail uses, and the south façade of the garage is screened by the vertical garden. The dog park is located to serve as a buffer to the parking garage entrance and loading/delivery area.

Conformance with *PlanHoward 2030*

The County's General Plan, *PlanHoward 2030*, supports the redevelopment of village centers as attractive focal points and as more vibrant and connected places that are served by multimodal forms of transit. *PlanHoward 2030* envisions that redeveloped village centers will also feature more sustainable and vibrant gathering places.

The proposed redevelopment will enhance the LRVC's function as the focal point for the surrounding village with attractive community gathering spaces and a mix of commercial, civic, and residential uses. It will improve pedestrian connectivity and provide multimodal transportation options. Redevelopment of the LRVC addresses the three principles of sustainability - community, environment, and economy – emphasized in *PlanHoward 2030*.

Overall Conclusion

The preferred redevelopment plan not only meets the goals and objectives of the *Reimagine Long Reach Village Center Plan* and *PlanHoward 2030*, it is also poised to be a model for innovative and sustainable redevelopment.

Recommendation: The Department of Planning and Zoning recommends County Council approve the preferred Urban Renewal project to revitalize the LRVC urban renewal area as described and evaluated in this technical staff report.

Valdis Lazdins, Director
Department of Planning and Zoning

5/2/17
Date

Attachments:

A – Proposal for Redevelopment of LRVC (Orchard Development)
B – Reimagine Long Reach Village Center Plan (2016)
C – RFP Committee Recommendation
D – Long Reach Village Center Master Plan (2012)
E – Timeline (list of key dates and planned schedule for redevelopment)
F – County Executive Request to County Council
G – Major Village Center Redevelopment Flowchart

Howard County

Internal Memorandum

Subject: **Transmittal of Plans for the Long Reach Village Center Urban Renewal Project**

To: Valdis Lazdins, Director, Department of Planning and Zoning
Phil Engelke, Chair, Planning Board

From: Jon Weinstein, Chair, Howard County Council

Date: May 1, 2017

Please find enclosed the plans for the Long Reach Village Center Urban Renewal Project, titled "Proposal for the Redevelopment of the Long Reach Village Center." Per the Urban Renewal Law in the Howard County code, I am requesting that the Department of Planning and Zoning (DPZ) and the Planning Board review these plans and submit recommendations.

In order to evaluate the proposed redevelopment plan, DPZ and Planning Board should also review the following supplemental materials, listed below:

1. Reimagine Long Reach Village Center Plan
2. RFP Committee Recommendation
3. 2012 Long Reach Village Center Master Plan
4. Timeline (list of key dates and planned schedule for redevelopment)
5. County Executive Request to County Council



Proposal for the

REDEVELOPMENT OF THE LONG REACH VILLAGE CENTER

TECHNICAL PROPOSAL PART A

ORIGINAL

MARCH 1, 2017

Orchard Development Corporation

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- Appendix III - Detailed Team Capabilities, Resumes, Experience & Additional Examples of Successful Developments

FOREWORD

Ellicott City based Orchard Development Corporation is pleased to present a proposal to Howard County, Maryland for the redevelopment of the Long Reach Village Center. Orchard Development Corporation has assembled a team of design, development, financing, leasing and property management professionals with extensive experience in developing successful mixed-use real estate projects in Columbia, Howard County and across the country.

Our principal goal is for the redevelopment of the Long Reach Village Center to be the catalyst for revitalizing the surrounding neighborhood through the development of a vibrant and sustainable village center. The objectives that have been incorporated into our development plan reflect many components of the ReImagine Long Reach Village Center Proposed Plan, including Economic Sustainability, Connectivity, Community Spaces, and compelling Building and Site Design.

In the evolution of our plan, we were keenly sensitive to the fact that we are dealing with a neighborhood, not just a piece of real estate. Therefore, we established a set of guiding principles that were brought to bear and serve as a guide in our approach to the redevelopment of the Long Reach Village Center:

First, we will respect the concerns and wishes of the Long Reach Community. Orchard Development's standard protocol for every project is to engage the community and exchange ideas on how to best move forward. Our recent experiences with the Metropolitan and the New Cultural Center in Columbia are good examples of positive interaction with the neighboring communities. The center is the Village's focal point, its identity. Revitalized, it will not only be a place that serves area residents, it will generate new activity and become a point of pride for Long Reach and the greater Howard County community.

Second, the Village Center will be a redevelopment that will feature innovation in activity, design, and conservation.

Third, we propose to generate new employment opportunities through our building tenants and through our programs.

Fourth, we will build an energy framework that will enhance the environment with a goal to make the Village Center energy self-sufficient. We will even explore the opportunity to export clean renewable electricity to our neighbors.

Fifth, we will create a fun place to go to visit and to live, collaborating with the Columbia Association, Howard Community College, Howard County Economic Development Authority, The ARC of Howard County, the Howard County Farm Bureau, Vantage House Senior Living Community and various arts organizations in the County.

Sixth, our emphasis will, as always, be on achieving high quality design.

Orchard Development Corporation looks forward to the opportunity for further discussion about our comprehensive and innovative development plan for the Long Reach Village Center.

SUMMARY OF PROPOSED DEVELOPMENT PLAN

At the heart of Orchard Development Corporation's proposed development plan is the vision of a mixed-use center that can be both a focal point and anchor for the Long Reach neighborhood. It will offer live-work-play opportunities for existing residents as well as newcomers, and, it will have features that will make it a destination for greater Columbia and Howard County.

The revitalized Village Center will also include multi-generational housing, with both for-sale and rental options. The center will feature attractive and well -landscaped recreational and community gathering spaces for neighborhood use that will be accessible by foot, bike, public transportation and car. In fact, the Long Reach Village Center will be a transportation hub with a sheltered transit stop for buses, Uber/Lyft, bike racks and a shared bike station. Attractive and easily discernible wayfinding signage will also be integral to the overall redevelopment.

The proposed redevelopment will conform with the existing New Town Zoning requirements, although an amendment to the Preliminary Development Plan will be required to include the proposed residential uses. The Village Center Redevelopment, Major process will be required to implement the proposed plan.

Our vision of the revitalized Long Reach Village Center begins with the demolition of the existing retail and office buildings, including the existing liquor store and deli, both of which are anticipated to re-locate into the a new retail building. The newly constructed buildings will have a mix of retail, office, for-sale townhomes, senior rental apartments, market-rate general occupancy rental apartments as well as new on-street and structured parking, in keeping with the principles of Traditional Neighborhood Development (TND). Also included in the development plan is a prominent plaza, an active vertical farm, and pedestrian links to the Long Reach neighborhood beyond.



PROPOSED DEVELOPMENT PLAN

ECONOMIC SUSTAINABILITY

The commercial success and long-term economic viability of the center owners and merchants is of paramount importance in the redevelopment of the Long Reach Village Center. The inclusion of new residential in the redevelopment is a key component in this success, as it will add significant numbers of customers within a short walking distance of those merchants. Also important is the inclusion of a large plaza/open space with welcoming features for gathering and recreation. The residential, commercial and plaza spaces as well as the adjacent neighborhood will be linked with connecting walkways and paths which will activate pedestrian and bicycle circulation throughout the day and evening hours.

Another key component in the long-term viability of the center is the right mix of commercial and retail tenants. With an abundance of food and retail options just a short drive away, the redevelopment of the Long Reach Village Center needs to fill a different need - a need that does not compete with these other uses. New offerings at Long Reach need to integrate into the project's surroundings, enhancing the village center experience for residents and visitors, again positioning the Long Reach Village Center as the focal point of the surrounding community.

In addition to the commercial elements of the village center, the Orchard Development team understands the importance of the current community uses and intends to retain an enhanced orientation to the Stonehouse, the CA Arts Center and the Interfaith Center. We will also re-locate the County Police sub-station within the new center. In particular, our proposed plan would open up access and visibility for the Stonehouse. Further, we have had preliminary conversations with the owners of two adjacent outparcels, the liquor store and deli, who have expressed interest in being part of the redeveloped center. We will also work with other current tenants in the center who may wish to be part of the redevelopment and insure a smooth transition for all, regardless of their ultimate objectives.

In terms of new retail uses, the focus will be on meeting the daily needs of the neighborhood such uses as carry-out or quick-serve food, pharmacy, medical uses, health and fitness, daycare, c-store, and other related services. The center currently features an active music and arts center which will provide synergy for compatible, proposed concepts such as a food incubator, possible culinary institute, and residential with marketing and amenities at least partially targeted toward artists. This approach will give the center a very distinctive character and serve as a generator of additional attention and interest from beyond the immediate community.

To better substantiate these suggested uses, we have analyzed the demographic and market statistics to target specific types of users, as reflected in the market area maps which can be found in the appendices.

RETAIL MARKET POTENTIAL

Current retail offerings at the Long Reach Village Center are limited and do relate to convenience retail. This type of retail should remain the target; however, it should be brought into a more central location within in the project and expanded upon. Larger, destination-type retailers will not flourish in the Long Reach Village Center due to an abundance of similar offerings only minutes away (see Map #1 for regional overview of amenities).

DAYCARE FACILITY

In analyzing the current population aged 0 – 4 years old and the location of current daycare providers surrounding the Long Reach Village Center, we believe that a new daycare or child-focused activity center is a viable option as part of the redevelopment. Further, this age group is expected to increase through 2021, as highlighted on Map #3 in the appendices.

MEDICAL USE

Adding a medical component to the redevelopment of the Long Reach Village Center will not only provide a use that all could benefit from, but also brings visitors to the community who would support the project's retail and business components. The first medical map (located in Appendix II) shows where current medical providers are located, specifically area hospitals and community satellite centers affiliated with those hospitals. Within a 10 minute drive from the site, there is only one medical offering affiliated with St. Agnes Hospital. The second medical map shows the percentage of the adult population within the same 10 minute drive that have visited a doctor within the last six months. The highest percentages appear to be just north and west of the site; immediately surrounding the site, 73% to 77% of the population within that trade area have visited the doctors within six months.

We anticipate partnering with one of the area hospitals or larger healthcare providers to establish a location that offers physicians with multiple specialties. A successful example is Mercy Personal Physicians at Lutherville (MPPL). Located in a shopping center along the York Road Corridor in Lutherville, MPPL offers patients a variety of primary care services in one convenient, centrally-located doctors' office. Staff specializes in internal medicine, family medicine, and pediatrics, treating primary care conditions that range from the common cold and flu, to high blood pressure, high cholesterol, osteoporosis, and arthritis. Of course the facility at Long Reach could also offer urgent care if further investigation warrants.



Medical Partner Example (Left): Mercy Personal Physicians at Lutherville

FOOD INCUBATOR AND/OR CULINARY INSTITUTE

Building on the creative arts that the Long Reach Village Center offers the community, we plan to create a food incubator and/or culinary institute that will be a unique compliment to the center. This concept was recently completed in the Remington neighborhood of Baltimore with *R. House*. Once an old Anderson Body Shop, *R. House* is now a 350-seat food hall featuring an assembly of 10 chefs in one location. A launch pad for chefs that dream of their own restaurant, *R. House* provides the community a variety of dining options, ranging from age-old family recipes to new takes on classic favorites. In the center of it all is a bar offering a full range of libations.

Remington is a known Baltimore destination for artists, entrepreneurs, nonprofits, and innovators. Working in conjunction with the Columbia Art Center, the Long Reach Village Center has the opportunity to be the same. To help further substantiate this suggested use, Map #6 looks at the percent of the population aged between 19 – 35, better known as "Millennials," in relation to the site. This age group is a driving force in the art community and supports ventures such as *R. House*. 23% of the State of Maryland's population are Millennials. Looking at the immediate area surrounding LRV, the percentage of the population that are Millennials is over 27%.

Additional retail uses such as an art supply store, book, and music stores will also further enhance the center's tenant mix.



Rendering of Williamsburg Homes Proposed Townhomes for Long Reach Village Center

RESIDENTIAL

As mentioned earlier, introducing a variety of new residential offerings to the village center will complement and support the retail and office uses by activating the center with pedestrians as well as vehicles throughout the day and evening. We propose a multigenerational mix of for-sale and rental residential. This would include 52 townhomes, 120 multifamily for seniors, and 132 multifamily for general occupancy. The high quality townhomes proposed by Williamsburg Homes will enhance the value of existing homes in the market area. Also, the RPRG market study included in the County's plan clearly supports 132 general occupancy rental units in the Village Center.

Although RPRG was bearish on age-restricted rental, our own experience with age restricted communities in the area challenges this finding. Our age-restricted community Selborne House of Dorsey Hall is in high demand and has been fully occupied for many years. To enhance the level of service and desirability of the senior residential, we are exploring a partnership with Vantage House Senior Living Communities to provide other services beyond independent living. Also, a standard amenity that we offer at all of our senior communities is free van service to area destinations that are not walkable, such as libraries, the mall, grocery store, and similar.

Most of the parking for the retail, office and multifamily would be accommodated in the structured parking garages. The large surface parking field which currently dominates the Long Reach Village Center would be a thing of the past.

CURB APPEAL, MAINTENANCE AND COMMITMENT TO THE COMMUNITY

Another key component in the long-term success of the proposed Long Reach Village Center is that it must have an experienced team composed of owners, property managers and facility management who are committed to the highest possible level of maintenance, upkeep, curb appeal, customer service and safe surroundings for residents, shoppers, guests and the general public. Orchard Development Corporation has a track record spanning nearly 40 years of demonstrated quality care and maintenance of all of our communities and buildings. In addition, Orchard Development Corporation has made its corporate home in Howard County for these many years, and our Chairman as well as many executives and employees live in Howard County. Long Reach Village Center is part of home for us; making it the best that it can be and keeping it that way is part of our commitment to the community that we have supported in so many ways over the years.



The Metropolitan in Columbia, Maryland - Orchard Development Corporation; Building and Landscape Design by Design Collective, Inc.

CONCEPT PLAN

EXISTING CONDITIONS

The Long Reach Village Center is located in the heart of Columbia, Maryland, approximately 15 miles southwest of Baltimore City and 30 miles northeast of Washington, D.C.. Consisting of approximately 10 acres, the proposed development site is conveniently located adjacent to Route 175, a major arterial roadway that connects to U.S. Route 29 and MD Route 100. It is also situated a short drive from MD Route 32 and I-95, providing convenient access to Baltimore, Washington D.C., and nearby towns and communities.

Developed in the late 1970's, the Long Reach Village Center was once a hub for local residents, offering a grocer, shops, restaurants, and a variety of other neighborhood-serving tenants. Various civic spaces were developed to support the commercial center and provide additional conveniences for nearby residents. The Stonehouse, a neighborhood center integrated into the shopping center, is an example of one of the community resources that provides a diversity of banquet and conference spaces. The Columbia Art Center is a separate facility that offers a variety of visual arts classes for a wide-range of ages and interests. Nearby, off-site amenities include Long Reach Park, Long Reach Garden, Long Reach High School, and access to an extensive open space and trail network as well as public transportation.

With the growth of newer commercial centers nearby, a majority of the Long Reach Village Center experienced disinvestment and high vacancy rates. The Village Center became underutilized, incentivizing the opportunity for Howard County to designate 19+ acres as an Urban Renewal Area (identified in red on the facing page). As a result, the County purchased several properties, including the Village Center, that amounted to approximately 7.7 acres of total developable area (indicated as parcel #3 on the facing page).

The existing site offers a wide-range of opportunities for reinvestment. The proposed development plan will capitalize on the area's location and access to surrounding amenities, address previous planning studies and assessments, incorporate community input, and offer a mixed-use center that is vibrant, active, and innovative. The proposed master plan will be a catalyst for future investment and spur redevelopment opportunities for the entire Urban Renewal Area.





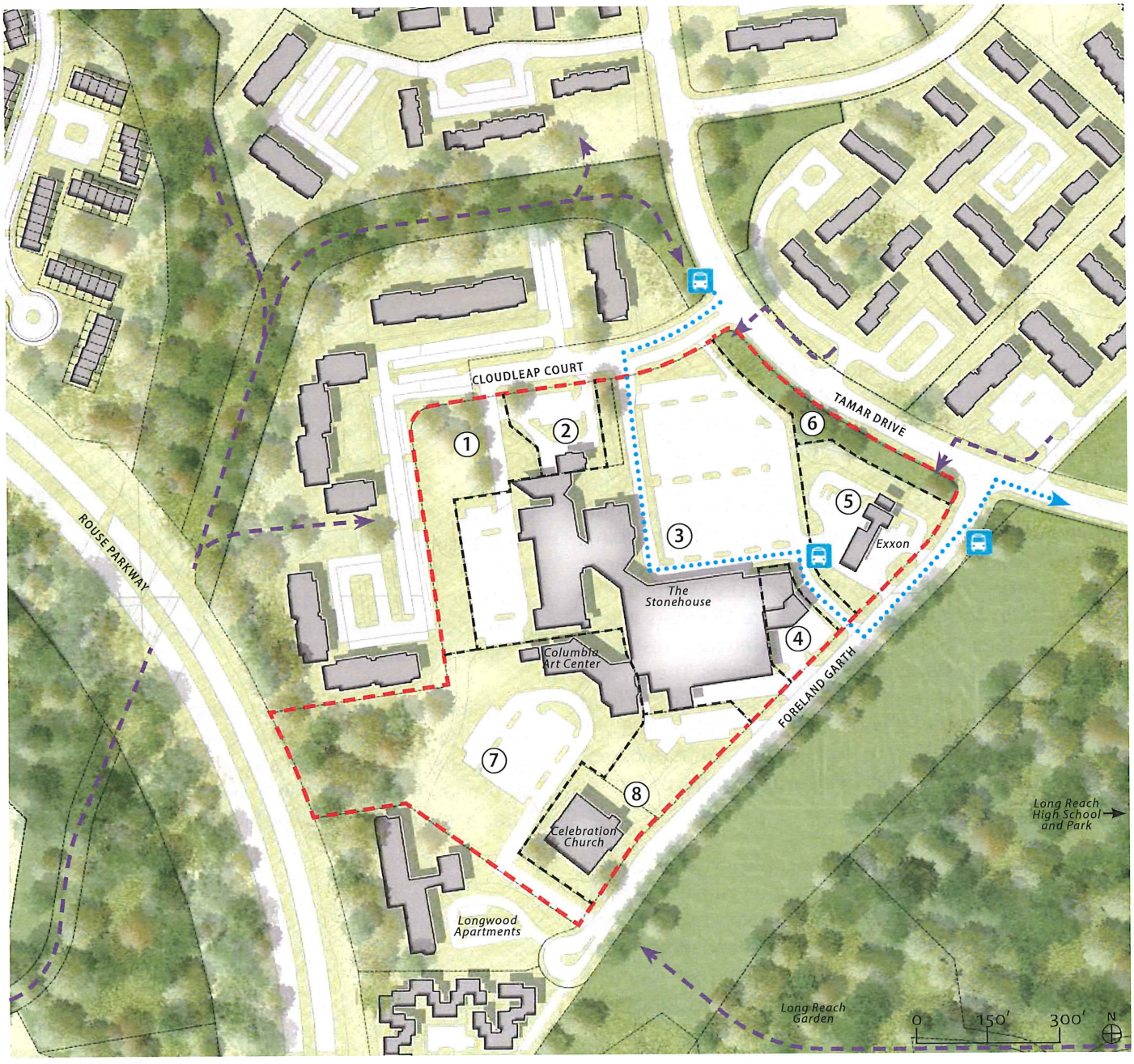




Existing Site Photos

PROPERTY OWNERS - PROPOSED REDEVELOPMENT SITE		
#	NAME	ACREAGE
1	LRVC Business Trustation (HHC)	1.39
2	Nam Joon H	0.69
3	Howard County MD	7.70
4	Ko Sang Ki	0.47
Total		**10.25**

PROPERTY OWNERS - OUTSIDE PROPOSED REDEVELOPMENT SITE		
#	NAME	ACREAGE
5	Gulzar LLC	1.40
6	Columbia Association Inc.	0.69
7	Columbia Association Inc.	5.16
8	Celebration Church Inc.	1.77
Total		**9.02**



Existing Site Plan

PROPOSED BUILDING & SITE DESIGN

The envisioned Long Reach Village Center master plan has been designed as a mixed-use community that boasts a wide-range of office uses, retail services, and residential types that will serve and benefit the surrounding neighborhoods of Columbia. The proposed site design will exemplify the character found in traditional towns with walkable streets, sidewalks, parks, interconnected blocks, and high-quality architecture that will create an easily-accessible and desirable community.

At the heart of the Village Center will be a large community space that is anchored by an open lawn at the corner of Tamar Drive and Cloudleap Court. Surrounding the Village Green will be an ample selection of retail uses. To the west of the Village Green will be a two-story, mixed-use Market pavilion that will offer a food hall on the ground floor with medical office uses above. The Market will be an authentic, fresh food venue serving a diversity of culinary tastes and an attraction that will promote opportunities for the community to gather and enjoy the adjoining Village Green.

To the south of the Village Green is a five-story, mixed-use building that includes neighborhood-serving retail, a day care, a residential lobby, and kitchen incubator space along the ground floor. Above the retail podium will be market-rate apartments that offer amenity space, outdoor terraces, covered parking, and proximity to a newly designed dog park. At the southern end of the building, attached to the structured parking, will be a three-story, vertical garden that is tied to the kitchen incubator on the ground floor. Both will become feature elements within the community, offering local entrepreneurs resources and the space to slowly scale their business. The vertical garden will not only provide opportunities to grow food that will serve the local community year-round, but will offer a functional space to highlight the importance of sustainable farming, local food sources, and providing fresh, nutritious produce.

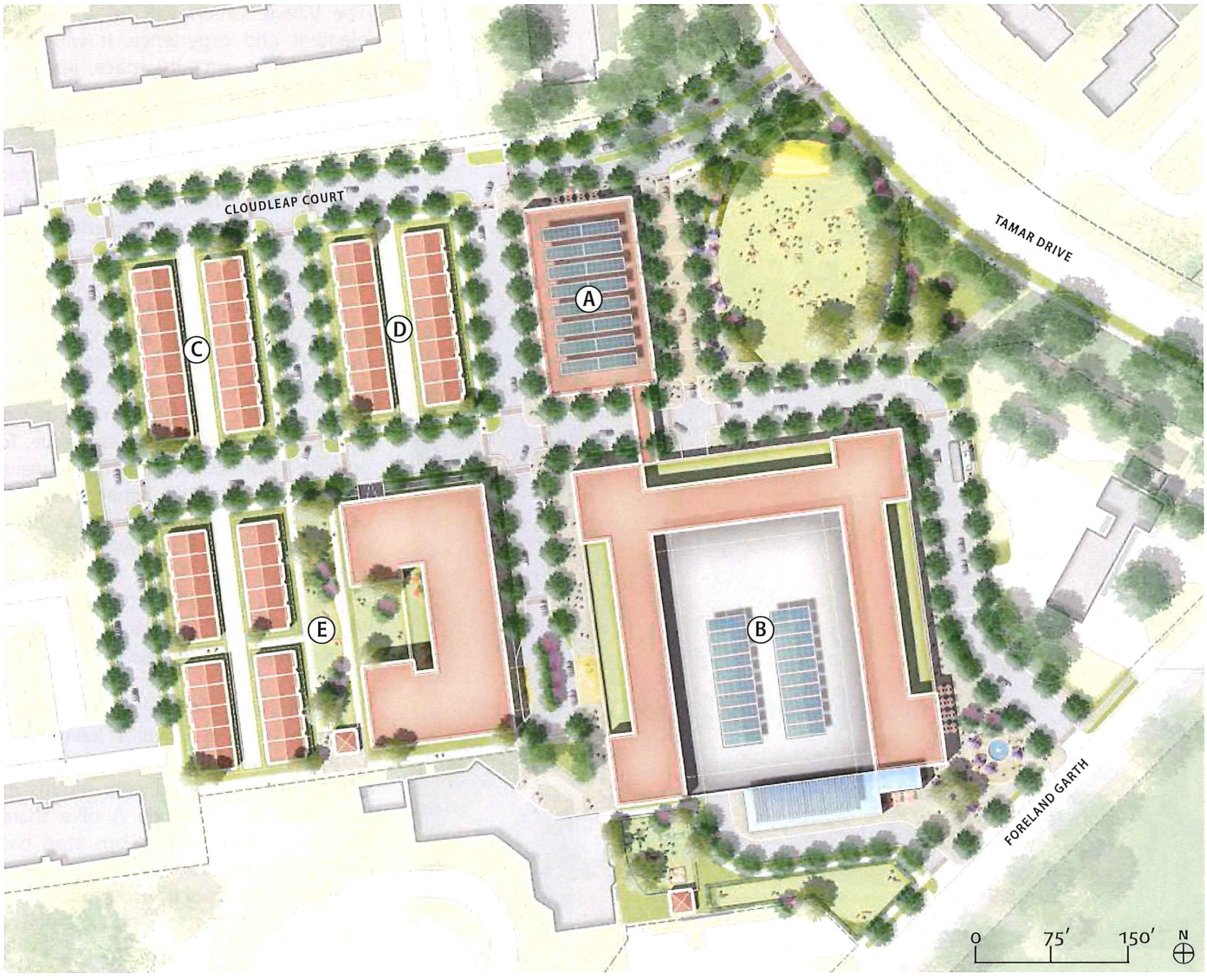
The mixed-use architecture will become a vital extension of the streetscape and landscape with a largely transparent ground floor that unites retail, amenity, and recreational uses with outdoor spaces they address. The proposed master plan promotes a dynamic environment that inspires innovation and brings together neighboring communities to a vibrant Village Center.



To the west of the Village Green will be a residential area that is characterized by an architecture and scale of development that is sensitive to the existing context. To provide a diversity of housing options, this area will include a mix of townhouses and senior housing in addition to the market-rate apartments that exist near the Village Green. These smaller, residential blocks will create a stronger street network, reinforcing existing connections, and create a pedestrian framework that links to broader community amenities that exist beyond the development site.

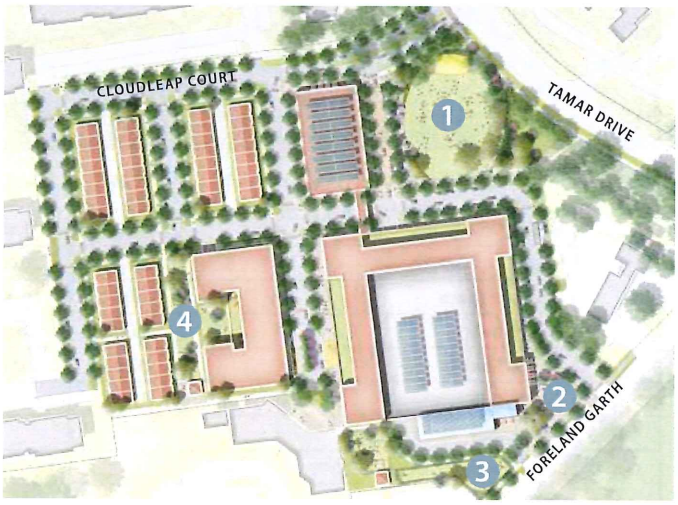
In addition to providing a stronger street network, reinforcing the area's defining character, and providing high-quality development, sustainable design practices will play an integral role in making Long Reach Village Center a unique and innovate place to live, work, and visit.

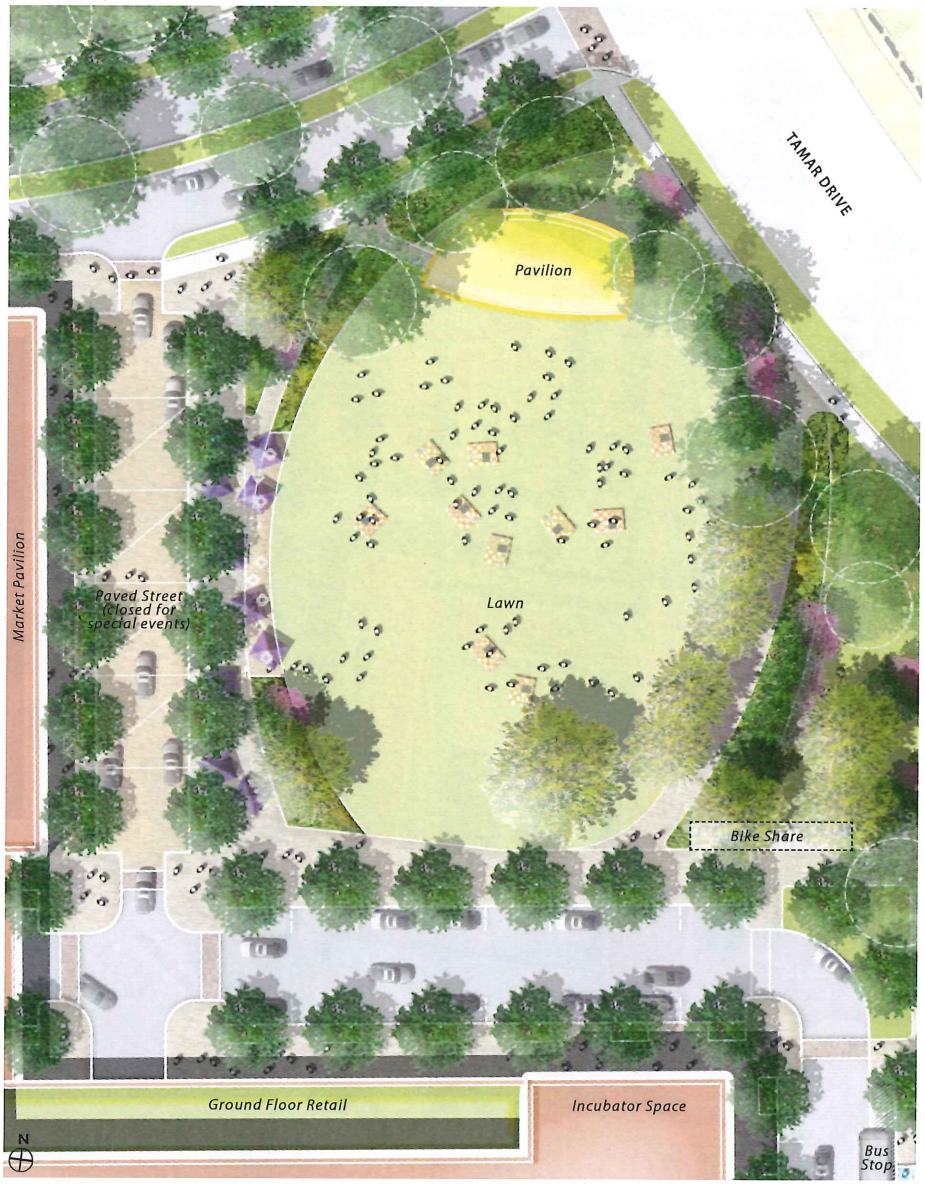
DEVELOPMENT SUMMARY												
BLOCK	USE	AREA (Acres)	STORIES	BUILDING FOOTPRINT (sf)		RESIDENTIAL PROGRAM			PARKING REQ.	TOTAL PARKING PROVIDED	PARKING PROVIDED (STRUCTURE)	PARKING PROVIDED (SURFACE)
				Floorplate	*Total*							
A	Retail Market Pavilion		2	17,500	17,500				88		762	0
	Medical Office			17,500	17,500				88			
B	Retail		5	20,000	20,000				100			
	Incubator Space			**20,000**	**20,000**				**100**			
	Multi-Family			**39,000**	**156,000**	**132**		**Units**	**257**			
	Vertical Garden			**6,500**	**19,500**							
C	**Townhouses**		**3**			**16**	**52**	**Units**	**104**			**104**
D	**Townhouses**		**3**			**16**		**Units**	**0**			**0**
E	**Townhouses**		**3**			**20**		**Units**	**0**			**0**
	Senior Housing		**6**	**25,000**	**150,000**	**120**		**IL Units**	**90**		**92**	**0**
TOTAL		10.25		145,500	400,500	304		Units	826		854	104



PROPOSED COMMUNITY SPACES

The Long Reach Village Center master plan employs a strong pedestrian framework that links buildings with inviting public spaces, promotes a walkable and accessible community, and improves connectivity to adjacent parks, trails, schools, and neighborhoods. At the heart of the community will be a central Village Green to support retail users and provide opportunities to foster a sense of neighborhood identity and cohesiveness. A series of smaller, public spaces will be developed to include a community dog park, a public plaza, and a neighborhood mews, offering a wide-range of amenities and outdoor spaces for residents and visitors to gather and enjoy.

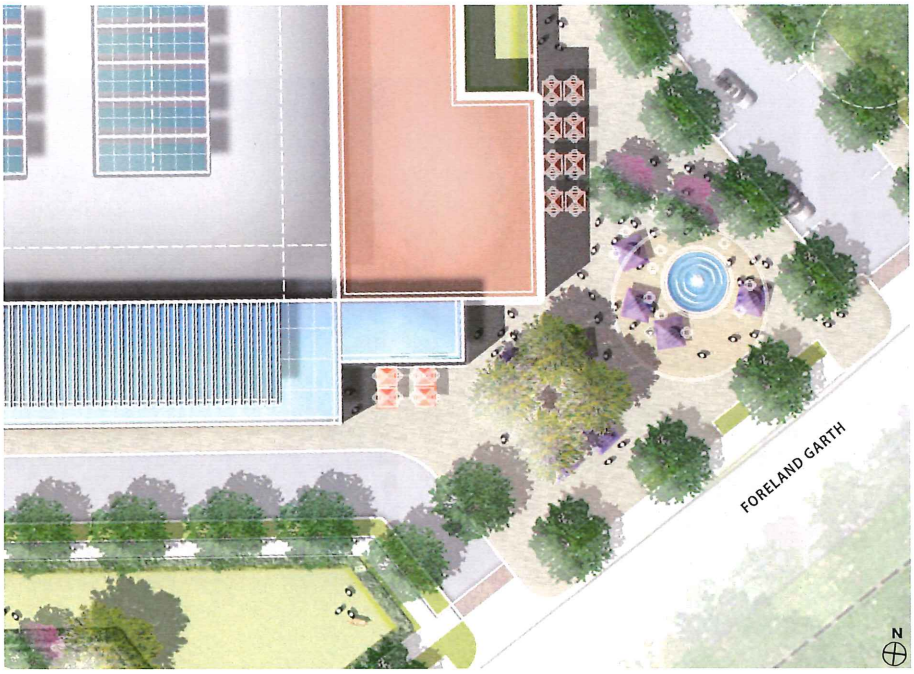




1 Village Green

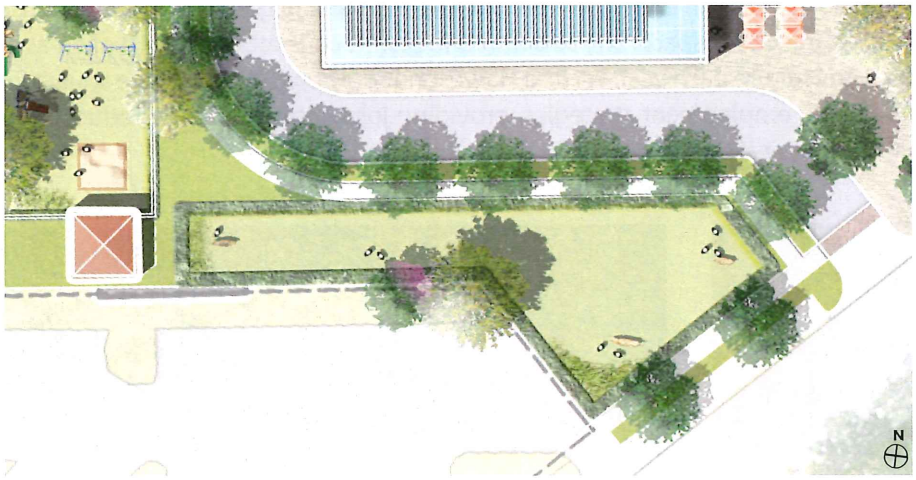
The Village Green will be a defining element and experience. It will serve as a primary amenity space, featuring an open lawn, seating, shade trees, and flexible space that can facilitate a range of passive and active recreation. The manicured green is highlighted by bermed landscaped shoulders with native plantings, flowering trees, integrated stormwater management, and seating to establish a more conducive environment for those who live, work, and visit the space. The pavilion at the corner of Tamar Drive and Cloudleap Court anchors the Village Center, creates a strong, formal gateway and serves as a performance venue. To provide a transition and buffer between the heavily-traveled Tamar Drive, a densely landscaped setback has been incorporated along the east side with a shared-use path. Along the west side of the park, a small hardscaped plaza with one-way vehicular access provides services and opportunities for events.

Along all sides of the park, street trees, walkways, and crosswalks have been incorporated to promote pedestrian safety, walkability, and connections to the larger trail network. A bike share adjacent to the Village's bus stop has been included to further promote alternative modes of transportation.



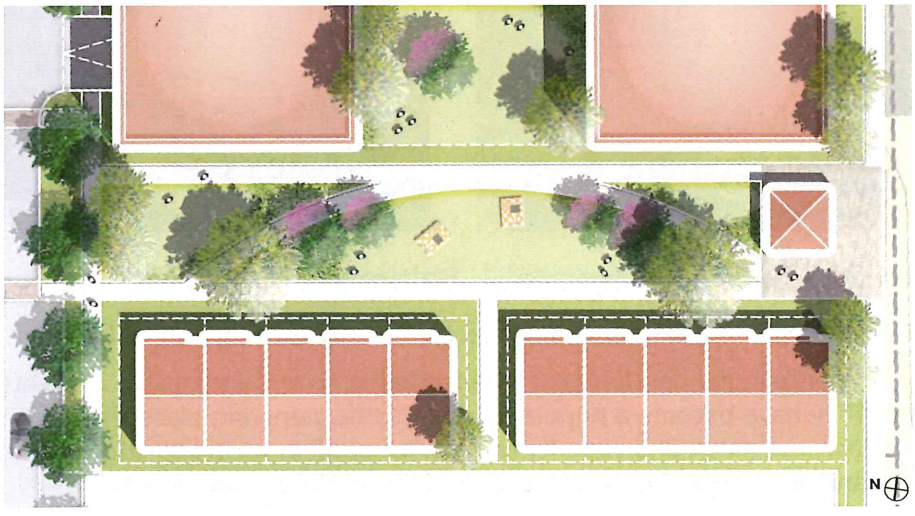
2 Long Reach Plaza

Long Reach Plaza is a contemporary plaza, serving as a visible entry point and front door to Long Reach Village Center from Foreland Court. Positioned adjacent to the kitchen incubator and vertical garden, Long Reach Plaza will serve as a secondary hub for residential and village community life, promoting opportunities for gathering and social interaction. Long Reach Plaza will incorporate a sculptural water feature, a grove of shade trees, stormwater management, and intimate spaces with a variety of seating options. The plaza will be designed to provide flexibility for a wide-range of activities, including outdoor dining, seasonal festivals, and opportunities for academic engagement associated with the vertical garden and incubator space.



3 Long Reach Dog Park

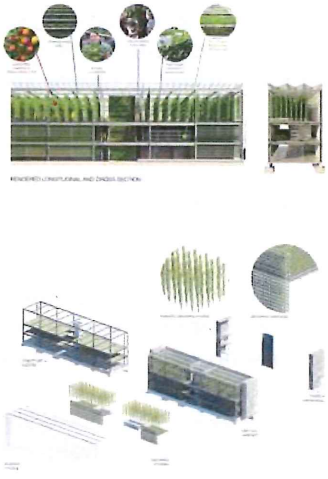
Long Reach Dog Park offers an off-leash play area for Long Reach residents' dogs. The design illustrates an optimal layout and amenities. Specific design elements will include: a safe and accessible site location with close proximity to parking, shade, a 4-foot high fence partially concealed by a dense hedge and equipped with a double-gated entry, durable, long-wearing surface material, a potable water source, park furniture, and informational signage.

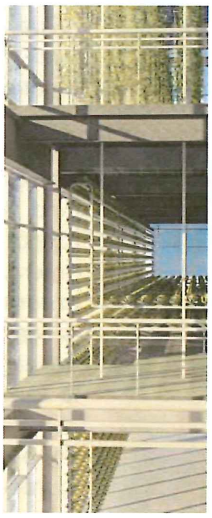


4 Long Reach Mews

Long Reach Mews is a linear public green that provides a long axis, visually connecting the residential area of Long Reach Village Center to the existing Cultural Art Center. This tranquil greenway creates visual interest through an informal landscape, incorporating native plantings, regularly spaced ornamental trees and shrubs that define frontage adjacent to residential, and a paved walkway. The design of this space will integrate and complement the neighborhood context, ehancing the community's pedestrian network.

PRECEDENTS







Vertical Garden - Vertical Harvest | Jackson, Wyoming

Vertical Harvest is one of the world's first vertical greenhouses providing locally grown, fresh produce to nearby communities year-round. Utilizing vacant land adjacent in an effort to screen an existing parking garage, this greenhouse stands three stories tall and contains 13,500 square feet of space. The structure's footprint currently uses 1/10 of an acre, growing approximately 5 acres of traditional agriculture each year. Vertical Harvest not only provides a unique source for local food, but is a model for integrating innovate employment strategies, providing jobs, internships, and educational opportunities for residents with intellectual and physical disabilities.











Market Pavilion Buildings - R House[1] & Belvedere Square[2] | Baltimore, Maryland
Union Market[3] & Boilermaker Shops[4] | Washington, DC

Market pavilion buildings have gained a resurgence in the development world, offering visitors and nearby residents a unique shopping and dining experience. They have become a popular and authentic gathering place that infuse interesting spaces with a wide-range of culinary offerings and experiences. Market pavilion buildings also provide unique opportunities for businesses to scale and grow, creating a launch pad for chefs and local entrepreneurs.









Multi-Family Housing - The Metropolitan | Columbia, Maryland

Design Collective recently completed with The Howard Hughes Corporation, Kettler, and Orchard Development on the first phase of new development in Downtown Columbia that includes approximately 375 'Class A' rental residential units and over 14,000 square feet of retail space. This first phase of development is part of a larger development plan that will provide up to 13 million square feet of net new density consisting of approximately 5,500 residential units, five million square feet of office, one million square feet of retail and up to 640 hotel rooms.









Senior Housing - The Selborne House at Dorsey Hall | Ellicott City, Maryland

The Selborne House at Dorsey Hall is an affordable independent living community completed with Orchard Development. The development has 120 one-bedroom units, including 8,000 SF of common space with offices, a multi-purpose lounge, library, hobby rooms, and a medical exam room. A beautiful landscaped courtyard located behind the facility overlooks wetlands full of wildlife. This project was recognized by the National Association of Home Builders as one of the nation's best senior housing communities.

SUSTAINABILITY & GREEN DESIGN

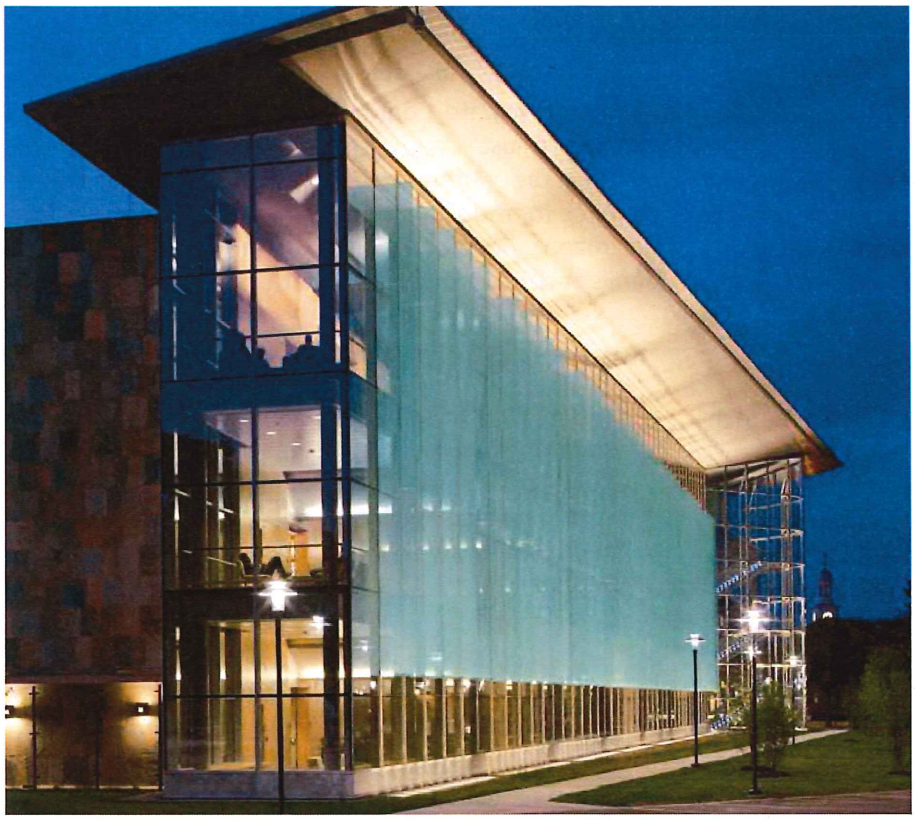
Our vision for the proposed redevelopment of the Long Reach Village Center is to create a truly sustainable mixed-use redevelopment. We have taken a village-centric approach that integrates net positive energy along with other innovative discussed below which include vertical farming strategies and a state of the art food/tech incubation space all in concert with new multigenerational residential.

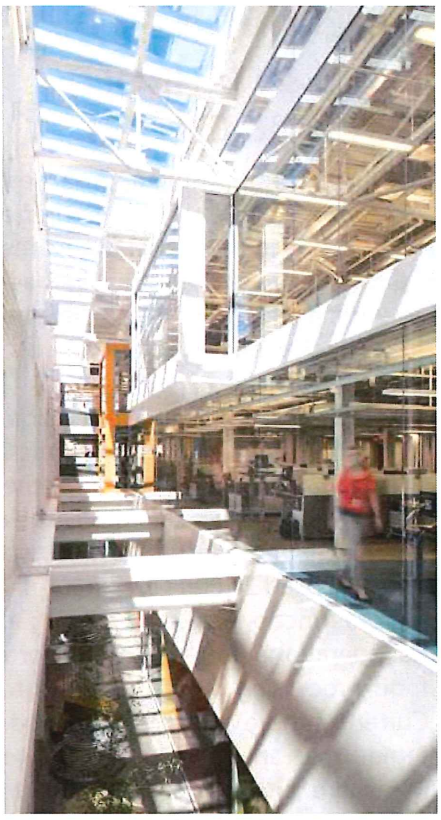
Our objective for the new Long Reach Village Center is to achieve the highest levels of sustainability and design for the site. Energy infrastructure plans anticipate achieving both "net-positive" energy and a LEED Platinum rating. The Long Reach Village Center will be designed to produce more power than it uses, to bring clean energy and greater reliability both to on-site operations and to share with community stakeholders. This can be achieved through a strategic combination of energy efficiency, automated building control systems, geothermal heating and cooling, solar electric power, battery storage, and the conversion of organic food waste. Together this systems approach will establish a site that offers low utility costs for all tenants, while providing higher power quality, sustainability, reliability, and resilience to system disruptions on the wider energy grid. The additional clean and affordable power of between 1-3 MW will be offered to surrounding community commercial/institutional users as well as LRVC residents, through well-structured contractual partnership arrangements.

Building a strong backbone of clean and resilient on-site energy resources will also support Howard County's wider emergency response capabilities. The Long Reach Village Center will be designed to integrate microgrid capacities, including co-generation and battery storage to enhance the reliability and resilience of the site, allowing it to remain operational even when the wider regional electric power grid fails. This strategy will explore developing a community district loop for heating and cooling distribution, as well as decentralized strategies for on-site power generation resources. The economics of such a system will also be enhanced by integration of nearby energy loads like adjacent athletic facilities (Columbia Association's newly planned tennis bubble) and Long Reach High School, providing both clean energy and greatly enhanced system reliability. In recent years, major utilities including BGE / Exelon have also offered strong public support for incorporation of Microgrid projects into the regional energy distribution grid, to add resiliency and community benefits. Long Reach is a desirable community to host such infrastructure because of the high school, gas stations, and community meeting spaces, along with residential housing. All of these stakeholders will benefit along with Howard County, through improved affordability, reliability and resilience.

Our team has a great depth of experience in working with government, businesses and communities on similar strategies for alternative energy systems including net positive energy solutions.

Key features of this sustainable and resilient energy infrastructure design will include exploration of the following technologies and design approaches, with a careful emphasis on integration of financial modeling and early integration within core planning efforts to ensure strongly positive economics. These systems include the following: passive design; energy efficiency in the areas of high performance HVAC, lighting and the building envelope; controls systems; power generation including solar PV, natural gas fuel cell and biomass system; power storage and distribution; heating; geothermal; and tax credits and incentives, utilization of the County's recently passed PACE (Property Assisted Clean Energy) legislation and leverage Sustainable Community Designation.












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INNOVATIVE REDEVELOPMENT FEATURES

FOOD & TECHNOLOGY INCUBATOR/ TRAINING CENTER

In evaluating innovative approaches to the redevelopment of the Long Reach Village Center and potential uses to be included in the center, we learned that many Howard County businesses are traveling as far as Bethesda for a co-working kitchen, only to drive back to Howard County to sell and share their products.

This led our team to the conclusion that a food and tech incubator would fill a tremendous unmet need and provide a unique focal point for the new center. Such a facility would provide a hub for the region's food product entrepreneurs, agricultural and technology community. The proposed 25,000 sq. ft. state-of-the-art facility acts as a cross-functional kitchen, dining and co-working space for operations and innovation for entrepreneurs in the food processing, agriculture and technology industries. Currently, there are numerous food entrepreneurs in the region that are in need of a co-working kitchen space. Many are either exceeding the $25,000/year revenue maximum (for in home production) do not meet FDA compliance requirements, or simply cannot meet growing demand due to the limitations of their existing capacity.

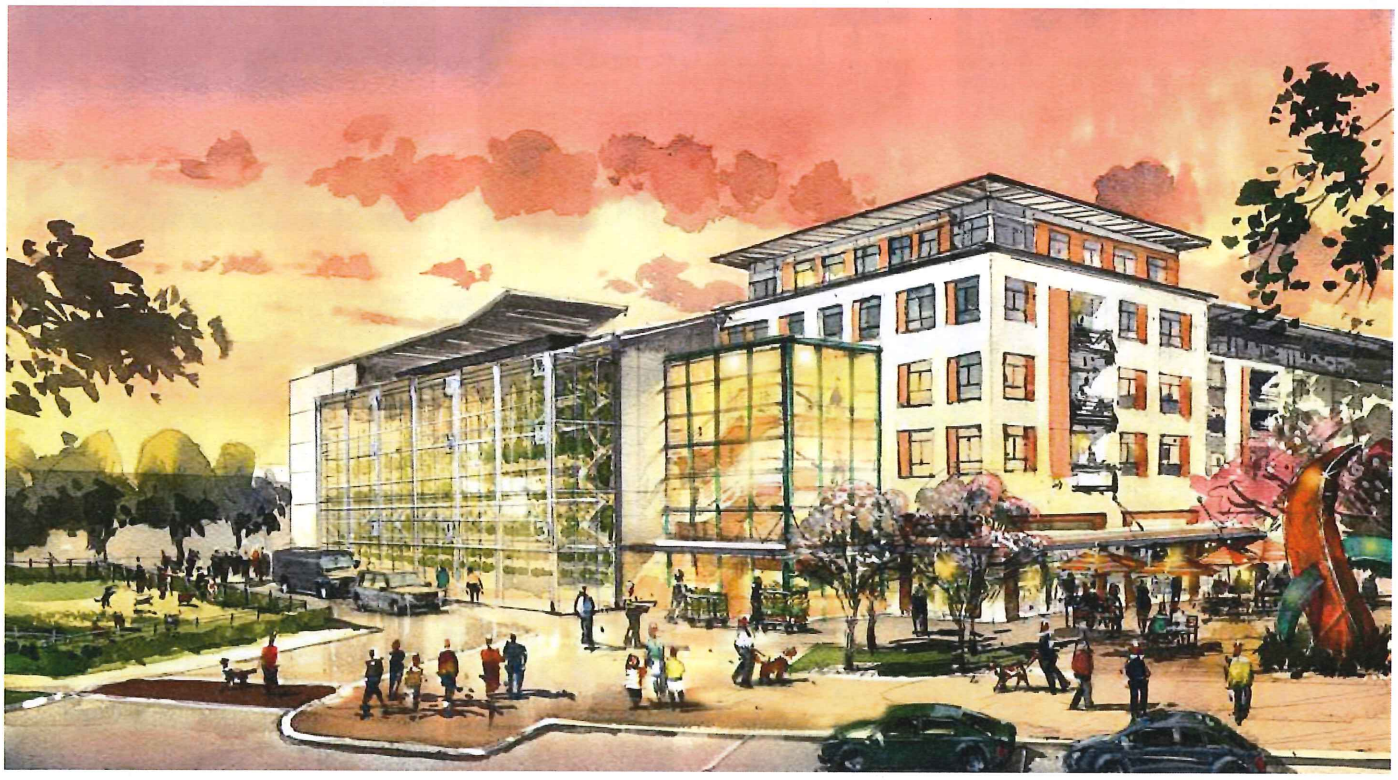
Additionally, many stakeholders, including University of Maryland Howard County extension office, could make very good use of our site as a demonstration space for their programming. UMD also sees our facility as a resource for reducing food waste for local farms as it can be frozen and preserved for distribution to local food banks and community organizations.

Commercial Kitchen Co-Working Space

» A 10,000 sq. ft. with five state of the art cooking stations (1 allergy free designated) within a thriving Columbia environment. Our facility will offer amazing value to all food-oriented entrepreneurs and community organizations in the Baltimore/D.C. Region

Co-Packing Facility

» Our 10,000 sq. ft. Co-Packing Facility will act as a cross functional logistics center for the region's food entrepreneurs prep and packaging needs. We aim to act as a supportive infrastructure to the agricultural and packaging ecosystem.



Training Center - Workforce Development

» Our partnership with the Howard Community College as well as Power52, 501 (c)(3) and the expectation of NCCER accreditation in June of 2017 offers a 5,000 sq. ft. state of the art career training center. Subject matter will cover financial literacy, traditional trades, solar + energy efficiency training and agricultural technology. With a "student-to-mentor loop" we offer the community a center that builds true skills and value into Power52 participants.

Micro-store fronts

» These are planned as cross functional "stationary food truck" style storefronts offering a showcase space for custom food, beverage and art combinations. These spaces will accentuate the amenity focal point.

VERTICAL FARM

The integration of clean natural food growth within a vibrant village center development, offering healthy local produce 365 days a year, is another innovative feature that we believe would be well received by the community and would further establish the reimagined Long Reach Village Center as a compelling destination. As discussed above in the description of the Concept Plan, the vertical farm will be located on the south side of the parking structure.

Urban agriculture is taking shape to be a meaningful component in meeting the demands that our growing population is placing on food producers of the world. This method of farming has been increasing in popularity largely because of concern for our natural resources and the necessity to find safe and reliable food sources.

The leading method of raising plants indoors is hydroponic growing, a system where plants establish themselves in an inert growing medium and the roots suspend themselves in nutrient-rich water that recirculates again and again. This reuse leads to an estimated 90% water efficiency over field-based farming. In addition, indoor agriculture removes the need for the use of pesticides and herbicides because the environment is almost entirely isolated from outside threats. Thus, the runoff that is often found in field-based farming no longer occurs, preventing pollutants from entering the environment. Finally, locally grown food avoids the need to move product miles from where is produced, vastly reducing the transportation carbon footprint.

Calculations show that 1-acre of indoor farming is equal to 10-acres of outdoor growing. This efficiency is the result of the incredible economy of space in plant layout and the ideal growing climate which allows plants to thrive in the indoor environment where external factors such as light and water are carefully controlled and monitored. Vertical farming systems essentially stacks greenhouse systems on top of one another and the output is multiplied.

The proposed vertical hydroponic farm will be a highly productive, environmentally-friendly source for local "365" fresh produce.

Our natural produce will be offered to local restaurants, community residents/volunteers and other charity organizations. We will be able to provide clean, natural food locally so that our community can be closer to where our food and health truly comes. Opportunities have also been identified to partner with HCPSS and other large county consumers, who see tremendous value in a local production partner. The organic waste associated with our growth can also be processed into a usable clean bio-fuel.

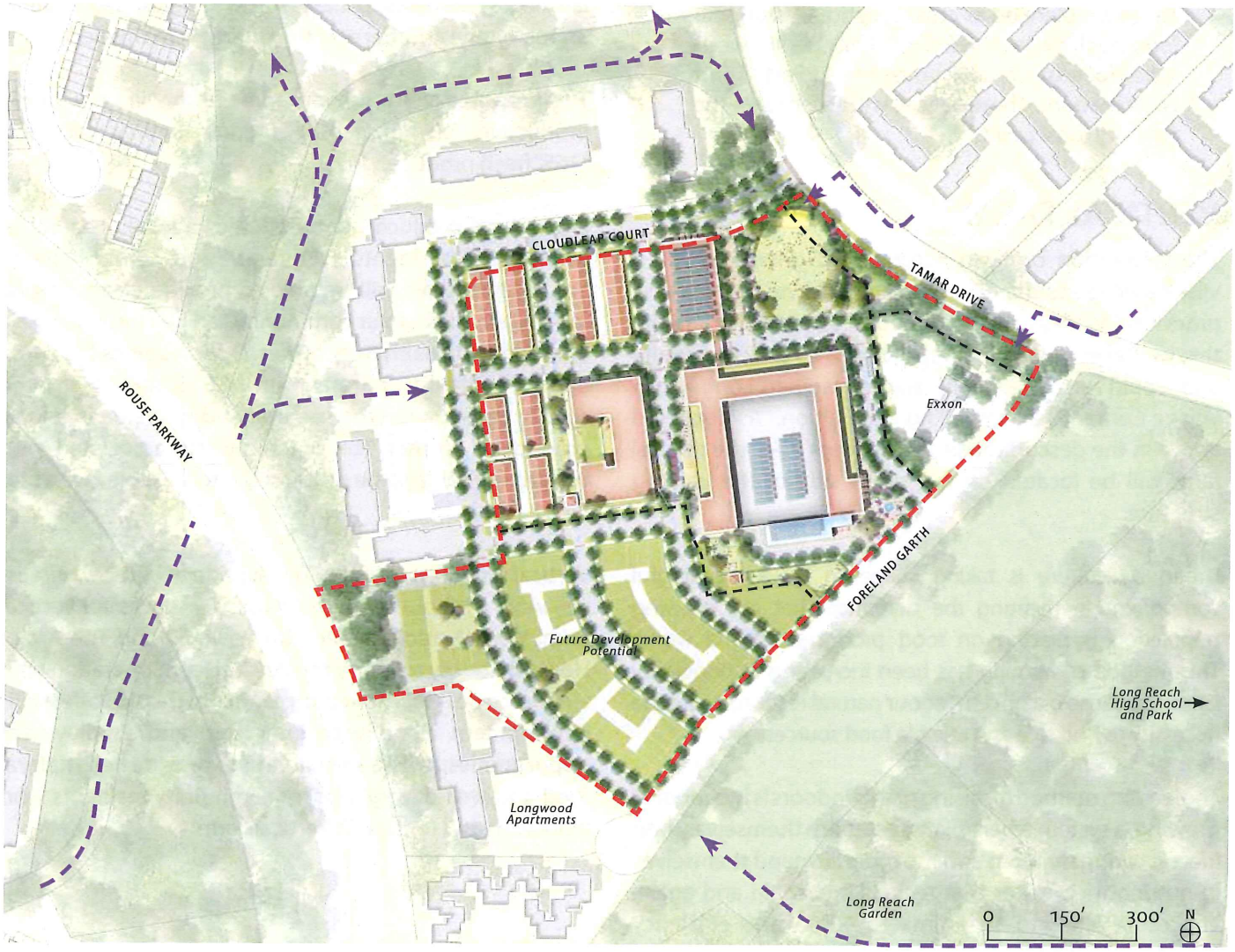
Vertical farm innovator Penny McBride of Vertical Harvest will work with our team to establish a successful vertical farm. We will also partner with Power52 and The Arc of Howard County to marry the Vertical Farm operation with workforce development programming. This will offer skills development along with internship and employment opportunities. It will also enable us to provide fresh natural food and well-paying jobs for community residents who work with and for LRVC's Vertical Farm.

URBAN RENEWAL STRATEGIES FOR LONG-TERM REVITALIZATION

INTEGRATION OF PLAN WITH SURROUNDING PROPERTIES

As previously discussed, sustainability is a key element in the redevelopment of the Long Reach Village Center. Our strategies include a mixed of uses, abundant public gathering spaces, creation of a transportation hub, careful integration of retail and commercial offerings to fit the needs of Long Reach and the greater Howard County community, preservation of current uses and a committed team of long-term owners and management.

But urban renewal is not done in a vacuum. A successful urban renewal effort must be woven into the fabric of the surrounding neighborhood. Our plan accomplishes this in the many ways discussed above and the interconnection and linkage discussed below, but also through careful attention to building height and massing, the welcoming transition from Tamar Drive with a gateway entrance feature, with the lush Village Green and plaza beyond and the many innovative elements that are not available anywhere in Howard County. Together, the Long Reach Village Center can be transformed from an underutilized eyesore to a desirable destination for shopping, public events, employment and residential.



Future Development Potential - The illustrative plan highlights a potential development framework for the southwestern portion of the Urban Renewal Area. The long-term development plan indicates the opportunity to expand the proposed street network and incorporate additional parks and open spaces to create a successful, neighborhood extension of the Long Reach Village Center Master Plan.

THE DEVELOPMENT TEAM

OVERVIEW OF TEAM

Orchard Development Corporation has assembled a team of design, development, financing, leasing and property management professionals with extensive experience in executing successful mixed-use real estate projects in Columbia, Howard County, and across the country. Every member of the team is based nearby in Maryland, and, many have deep roots in Howard County, including Orchard Development, Williamsburg Homes and energy expert Jason Jannati.

In addition, key team members have collaborated on other similar successful mixed-use projects. Most notably in Columbia, Orchard Development Corporation was a co-developer on the Metropolitan, the 380-unit mid-rise multifamily project with retail and a parking garage on the edge of Columbia Mall. Also involved in the project was Gutschick, Little & Weber, PA for civil engineering; Design Collective, Inc. for architecture, interior design and landscape design, and; Todd D Brown, Esq., a Partner with Shulman Rogers, on zoning, legislative, land use and plan approvals.

Ellicott City-based Orchard Development Corporation (ODC) has called Howard County home for nearly 40 years and will serve as the lead developer for the mixed-use redevelopment of the Long Reach Village Center. ODC has a long and successful history of residential, retail and commercial development in and around Howard County. ODC also has a proven track record of working with the County in partnership on a number of projects, including the Orchard Crossing Apartments; Patuxent Square, a mixed-use residential and retail project; and the New Cultural Center, a mixed-use performing and visual arts center with residential that is currently moving through the approval process and is slated for a construction start this Fall.

Other key members of our team include the design professionals at Design Collective, Inc. and Gutschick Little & Weber, PA. As noted, we have worked successfully with both firms on a number of projects, most recently the Metropolitan in Downtown Columbia and the New Cultural Center located in the Crescent Neighborhood. Both firms have extensive experience in Howard County as well as with similar mixed-use projects.

Adding to our depth and capabilities in the area of zoning, land use and the site plan approval process is arguably the most experienced attorney who works in this realm in Howard County, Todd D. Brown Esq. ODC has worked with Mr. Brown on the Metropolitan and New Cultural Center projects; additionally, Mr. Brown has done extensive work for the Howard Hughes Corporation, among other clients.

A project of this size and scope will rely on a large general contractor with a proven track record on large and sophisticated projects. We are privileged to have one of the preeminent general contractors in the country on our team, the Baltimore-based Whiting-Turner Contracting Company.

We take the business of energy conservation and alternative energy very seriously, and, for that reason, we have a full complement of experienced experts who are at the cutting edge of energy technology on the team. They include Jason Jannati, a Columbia-based alternative energy entrepreneur, Urban Ingenuity, an experienced energy system finance firm, and Bith Energy, Inc., a certified Minority Business Enterprise (MBE) as well as a Disadvantaged Business Enterprise (DBE) with a track record in alternative energy design and solutions.

In the area of expanded services for seniors and innovative project features, including a food incubator, workforce training, and responsible community farming, our team is rounded out with a broad range of highly visible and successful organizations including Howard Community College, The ARC of Howard County, Vantage House Senior Communities, Power52 and Vertical Harvest.

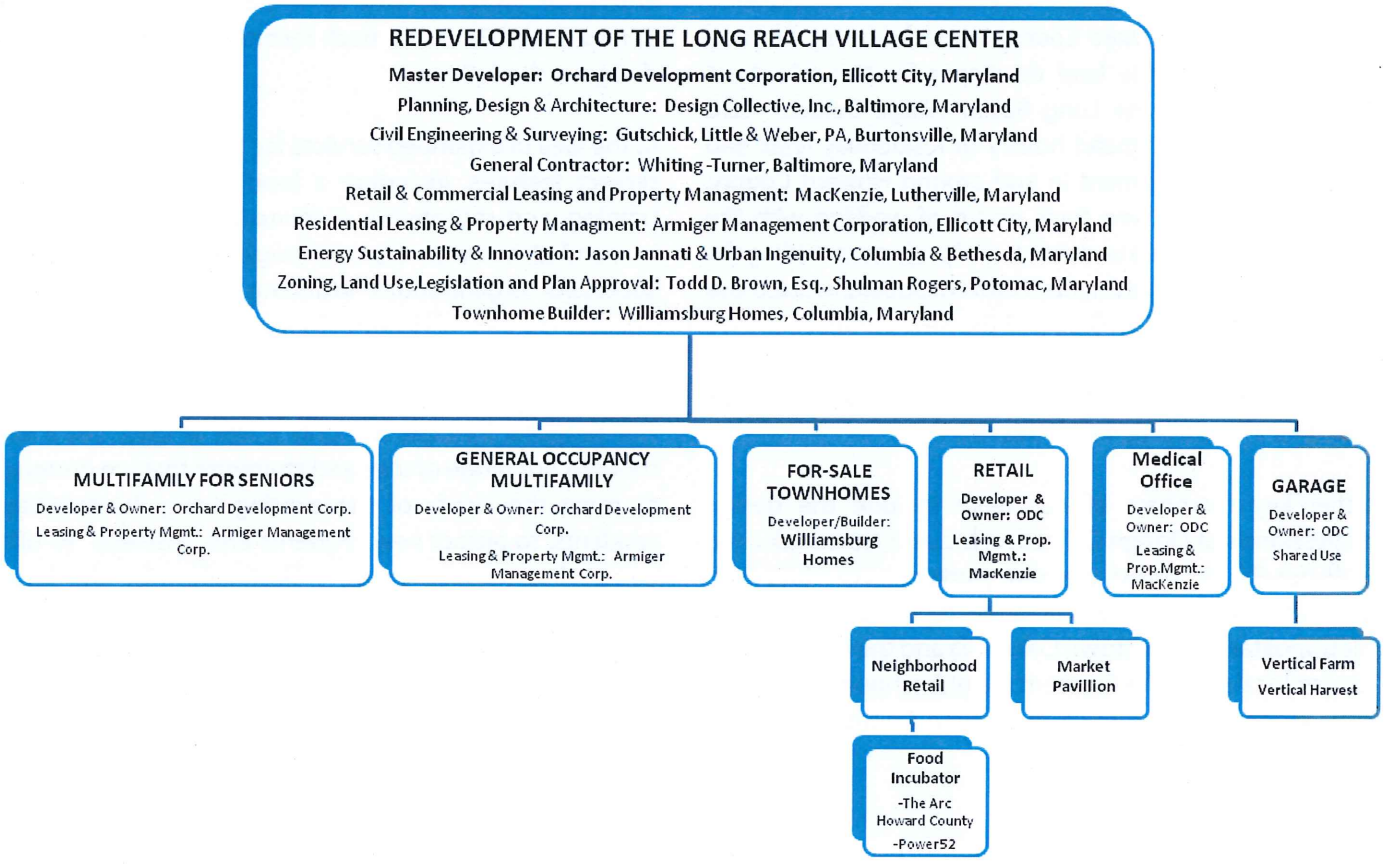
Our proposal includes not only a mix of uses, but a well thought out range of uses and strategies that are designed to meet the needs of the existing Long Reach Village residents, to attract new residents and business, to offer compelling reasons to be a destination for the larger Howard County Community, and to be able to sustain itself for the long haul. The ODC team has the experience and vison to make this happen.

ORGANIZATION CHART

An organization chart displaying the roles and relationships between the principal team members follows. Below is the summary of the team:

Master Developer	Orchard Development Corporation	L. Earl Armiger, CEO
Planning, Design & Architecture	Design Collective, Inc.	Cecily Bedwell, AICP
Civil Engineering & Surveying	Gutschick Little & Weber	Carl K. Gutschick, PE
General Contractor	Whiting-Turner Contracting Co.	Jeff Cooper, VP
Retail/Comm.Leasing & Prop.Mgmt.	MacKenzie Companies	John Harrington, Sr.VP
Energy Sustainability & Innovation	Jason Jannati, Urban Ingenuity & BithEnergy, Inc.	Jason Jannati
		Robert Wallace, Sr.
Townhome Builder	Williamsburg Homes	Bruce Harvey, Pres.
Senior Living Enhanced Services	Vantage House Senior Living Comm.	Meriann P. Ritacco, Ex.Dir.
Food Incubator & Workforce Training	The Arc of Howard County	Cindy Parr, Exec. Dir.
	Howard Community College	Kathleen Hetherington, Ed.D.
	Power52	Ray Lewis
Vertical Garden	Vertical Harvest	Penny McBride, Founder
Lender Partner	Howard Bank	Mary Ann Scully, Chairman, President, and CEO
Lender Bank	BB&T	Spencer B. Perry, VP
Lender Bank	AGM Financial Services	Brian LaChappele, Sen. VP
Equity Financing	Greysteel	Brendan Scanlon, Sen. Dir.

** Detailed Firm qualification information and resumes can be found in Appendix IV.*



SUMMARY EXAMPLES OF SUCCESSFUL DEVELOPMENT

Orchard Development Corporation



The Metropolitan
Columbia, Maryland
(co-developed with HHC & Kettler)

- 380 Apartments
- 14,000 sf Retail
- Completion: September 2014
- Completed Value: $92,000,000
- Fully Stabilized, Residential & Retail



Patuxent Square
N. Laurel, Maryland

- 80 Apartments
- 16,000 sf Retail
- Completion: May 2007
- Completed Value: $20,400,000
- Fully Stabilized, Residential & Retail



Selborne House of Dorsey Hall
Columbia, Maryland

- 120 Senior Apartments
- Completed Value: $21,600,000
- Fully Stabilized



Orchard Crossing Apartments
Columbia, Maryland

- 187 Apartments
- Completion: September 1992
- Completed Value: $26,500,00
- Fully Stabilized

DESIGNCOLLECTIVE



Warfield Neighborhood
Columbia, Maryland

- Size: 45 Acres
- Completion: 2013 (Architecture is currently under construction)
- Project Cost: $350,000
- Services Rendered: Planning & Full Architecture Design



Howard Community College Masterplan & Architecture
Columbia, Maryland

- Size: 120 Acres
- Completion: 2006
- Project Cost: $185,000
- Services Rendered: Planning & Full Architecture Design



Columbia Town Center Charrette
Columbia, Maryland

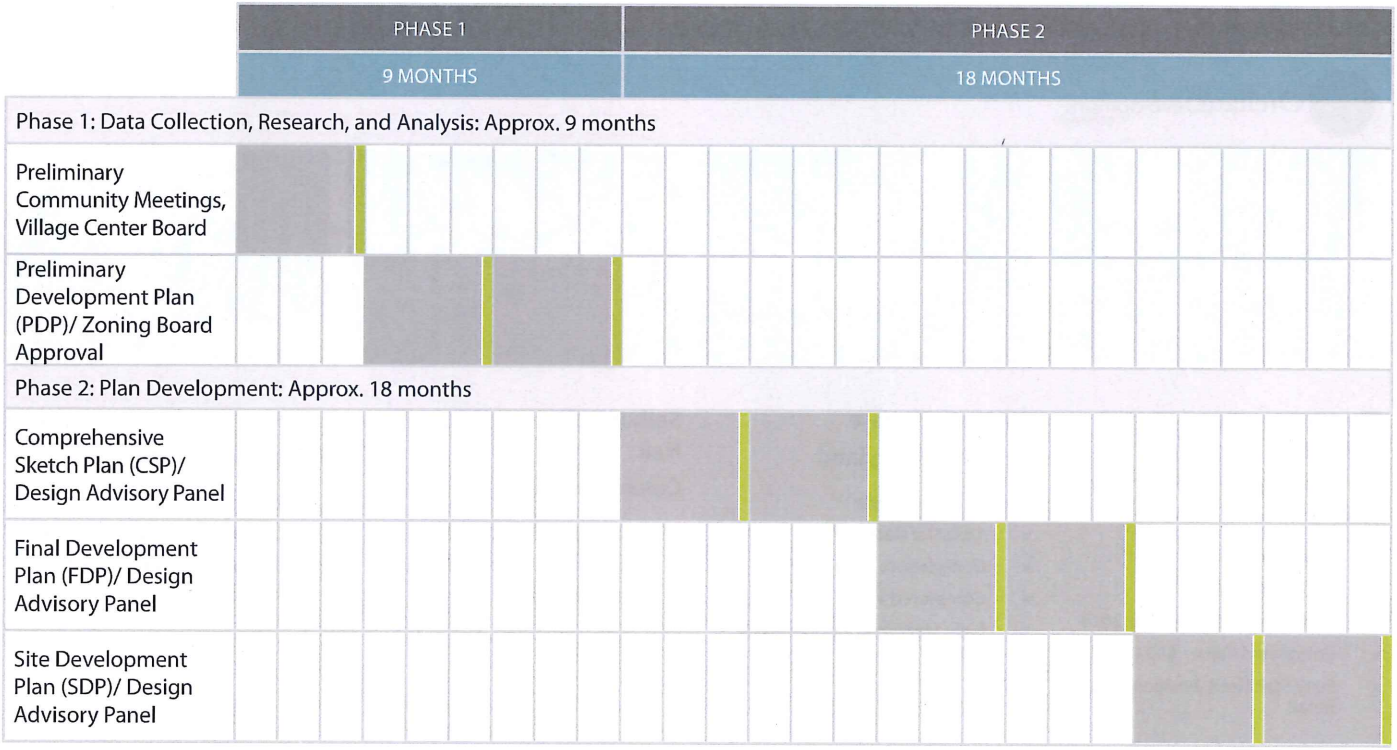
- Size: 14,000 Acres
- Completion: 2005
- Project Cost: $350,000
- Services Rendered: Planning



Metropolitan
Columbia, Maryland

- 380 Apartments
- 13,700 sf Retail
- Completion: 2015
- Completed Value: $58,600,000
- Services Rendered: Full Architecture Design, Interior Design & Landscape Architecture

TIMELINE



PHASE 1

Step 1: Preliminary Community Meetings, Village Center Board

- Village Center Community Plan
- Village Center Concept Planning Workshop

(3 Months to achieve approval)

Step 2: Preliminary Development Plan (PDP)/Zoning Board Approval

- Pre-Submission Meeting 1
- Pre-Submission Meeting 2

(6 Months to achieve approval)

PHASE 2

Step 3: Comprehensive Sketch Plan (CSP)/ Design Advisory Panel (to extent required)

- Staff Review
- Planning Board Hearing

(6 Months to achieve approval)

Step 4: Final Development Plan (FDP)/ Design Advisory Panel (to extent required)

- Staff Review
- Planning Board Hearing

(6 Months to achieve approval)

Step 5: Site Development Plan (SDP)/ Design Advisory Panel (to extent required)

- Staff Review
- Planning Board Hearing

(6 Months to achieve approval - Building Permit Review will be achieved during the SDP Process simultaneously)

CONCLUDING SUMMARY

Orchard Development Corporation has laid out a plan for the Long Reach Village Center that addresses the redevelopment objectives outlined in the Reimagine Long Reach Village Center Proposed Plan, is consistent with the County's Urban Renewal Law and meets the criteria established in the RFP. More importantly, we view our plan as a starting point to engage the Long Reach Village community and the County in a series of meetings and charrettes designed to fine-tune and improve the overall plan, the buildout program, layout and plan features to best fit the needs of current residents and business. Specific objectives have been addressed as follows:

ECONOMIC SUSTAINABILITY

A careful mix of convenience retail and services combined with innovative uses like a food & tech incubator, market pavilion and vertical farm will set the Long Reach Village Center apart from any of Columbia's Village Centers as well as other retail and commercial offerings in the Columbia area. Adding further stability to the new retail and commercial is a new multi-generational mix of residential, including for-sale townhomes as well multifamily rental options, all within the Center and pedestrian friendly. Finally, the proposed partnerships with Howard Community College, The ARC of Howard County, the Howard County Farm Bureau, Vertical Harvests and Power52 add stable institutional and entrepreneurial support and expertise that will enhance the stability and sustainability of the retail and commercial uses.

CONNECTIVITY

The proposed plan provides well marked, easily identifiable pedestrian circulation in and around the Village Center, with connections to the high school and surrounding community. We also propose the Center to be a transportation hub, as shown on the concept plan, with a sheltered transit stop for buses and Uber/Lyft, bike rack and a shared bike station. These pedestrian and transportation links beyond Long Reach will help activate the Center and make it more accessible as a destination.

COMMUNITY SPACES

A focal point of the proposed plan is a large welcoming green and plaza at the intersection of Tamar and Cloudleap, with an outdoor pavilion, seating, walkways and a wide-open green space. This area can serve as a venue for community festivals, entertainment, and all manner of gatherings. In addition, the Market Pavilion will open up to the plaza with a wide sidewalk, which will be able to accommodate outdoor café tables for dining in good weather. Further, we understand the importance of the current community uses and we intend to retain an enhanced orientation to the Stonehouse, the CA Arts Center and the Interfaith Center. We will also re-locate the County Police sub-station within the new center. Especially, our proposed plan would open up access and visibility for the Stonehouse.

BUILDING & SITE DESIGN

The award winning firm of Design Collective, Inc. has developed a concept plan that is rich in features and high quality finishes, including landscaping, and which integrates well with the existing neighborhood. The buildings will be LEED certified and the site will be developed utilizing best practices in all areas of storm water management and environmental controls. In addition, Williamsburg Homes will offer a high quality of design and finish in their for sale townhomes, adding attractiveness and value to Long Reach.

INNOVATION

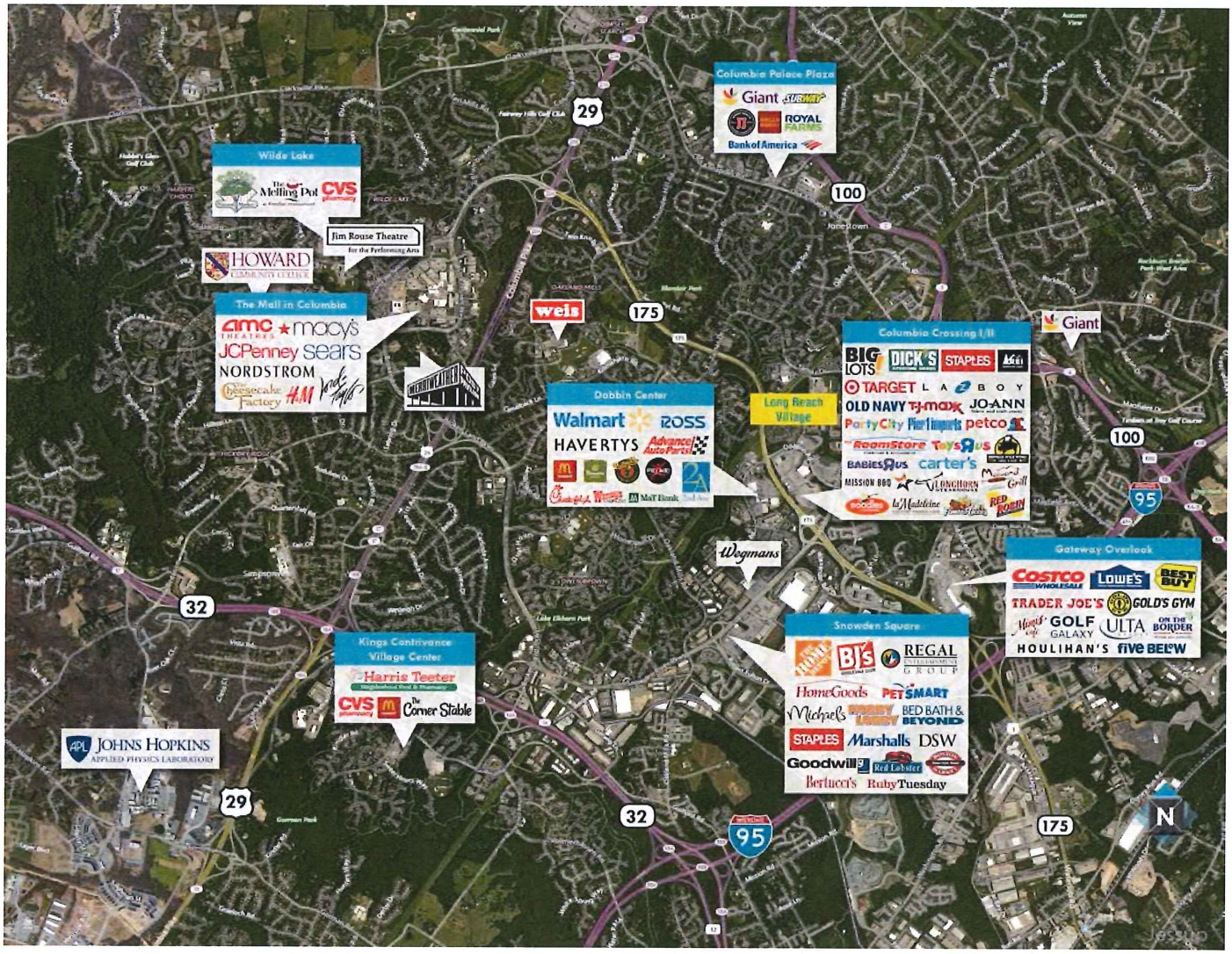
ODC's vision for the Long Reach Village Center redevelopment includes a number of innovative elements designed to enhance sustainability, attract a broader surrounding community, address energy efficiency and environmental issues, and create a fun place to live, work and shop. These features include state of the art alternative energy solutions, a food & tech incubator and vertical farm. It's not just innovation for innovation sake, these features will contribute to the synergy that will make the new Village Center a success.

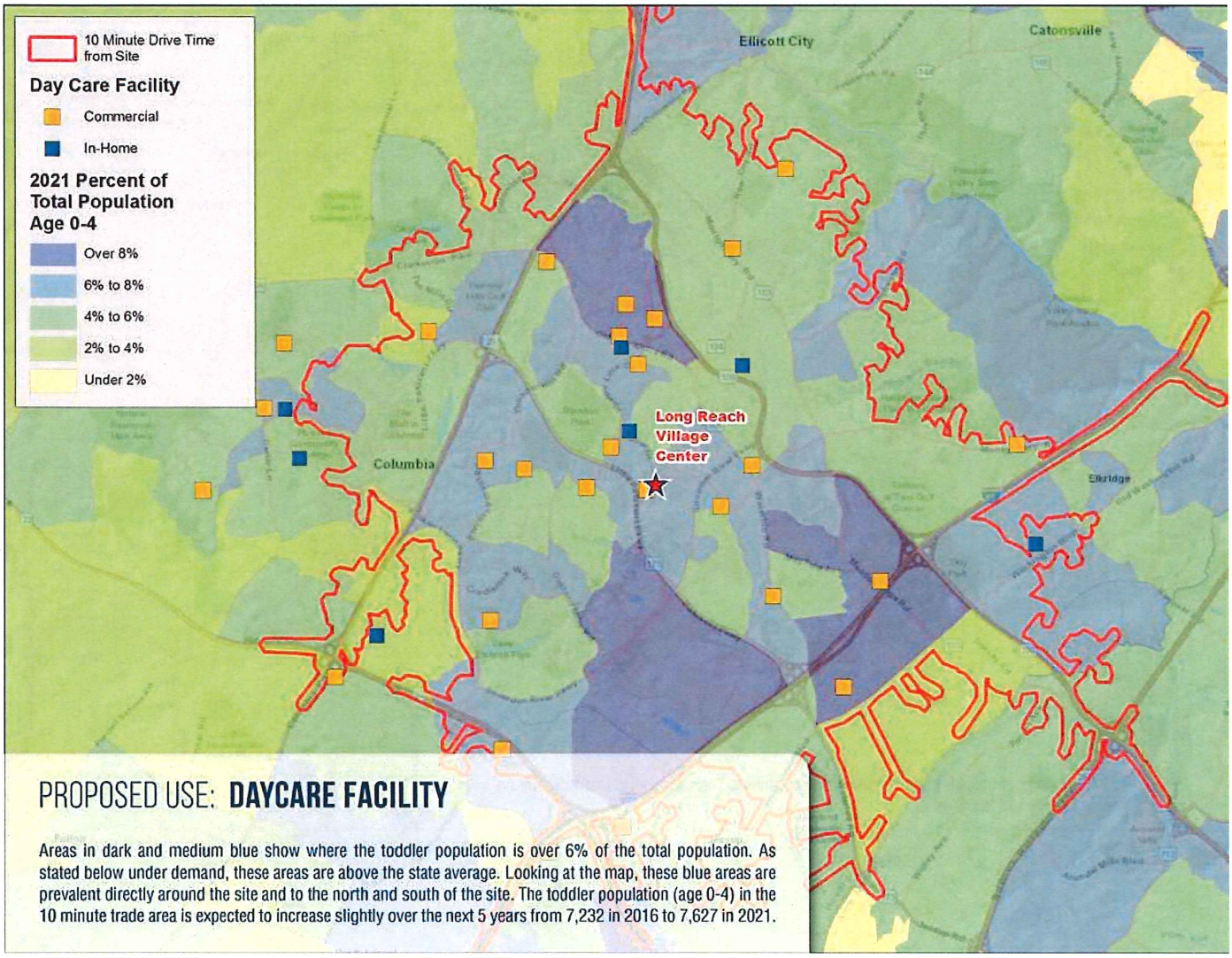
LOCAL & EXPERIENCED TEAM

As discussed previously, ODC has assembled a local, broad-based and experienced team. We are committed to get this done right, and we are committed to be fully engaged for the long haul to insure the success and desirability of the Long Reach Village Center for years to come.

APPENDICES

APPENDIX I - COMMERCIAL REAL ESTATE MARKET MAPS

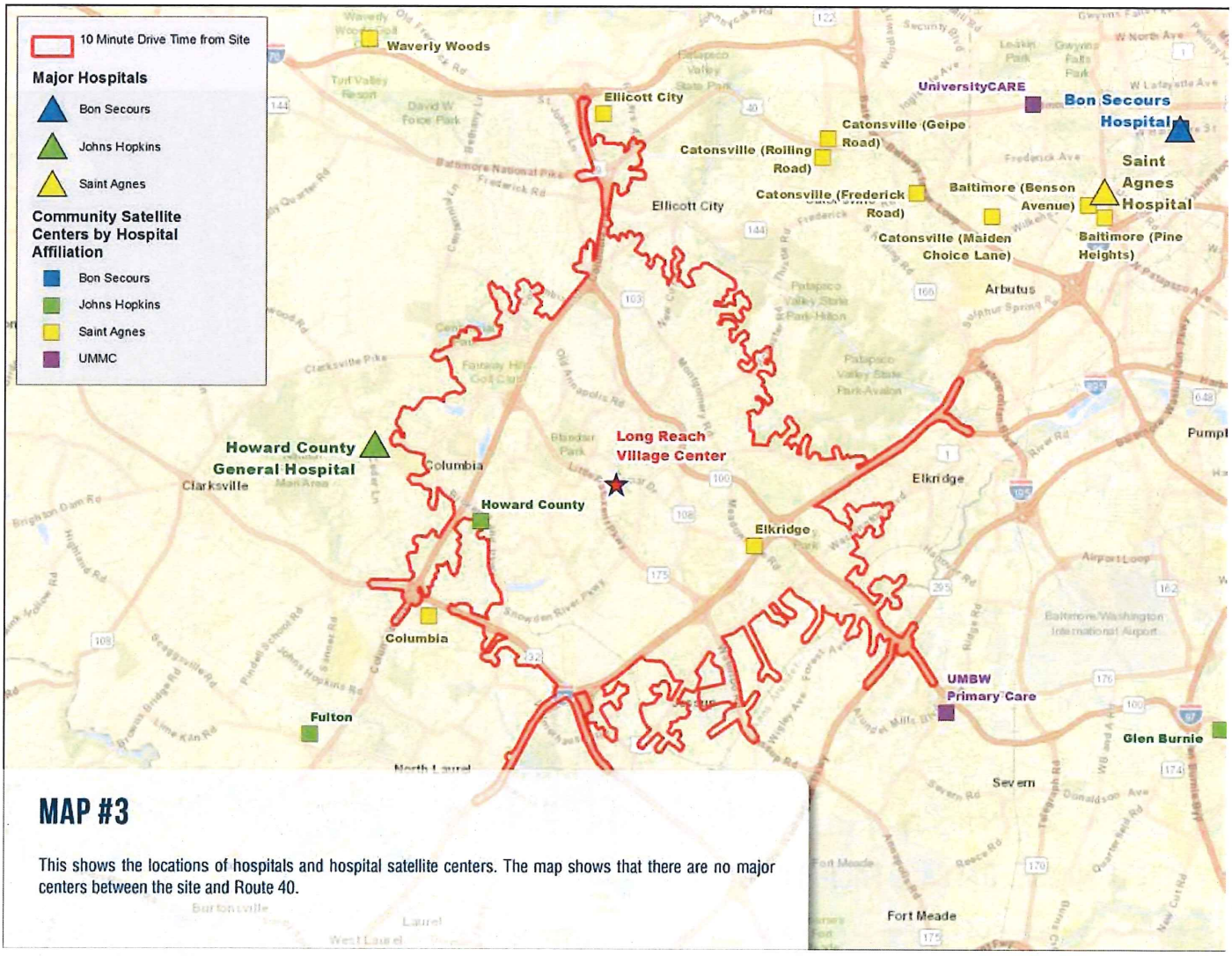




PROPOSED USE: **DAYCARE FACILITY**

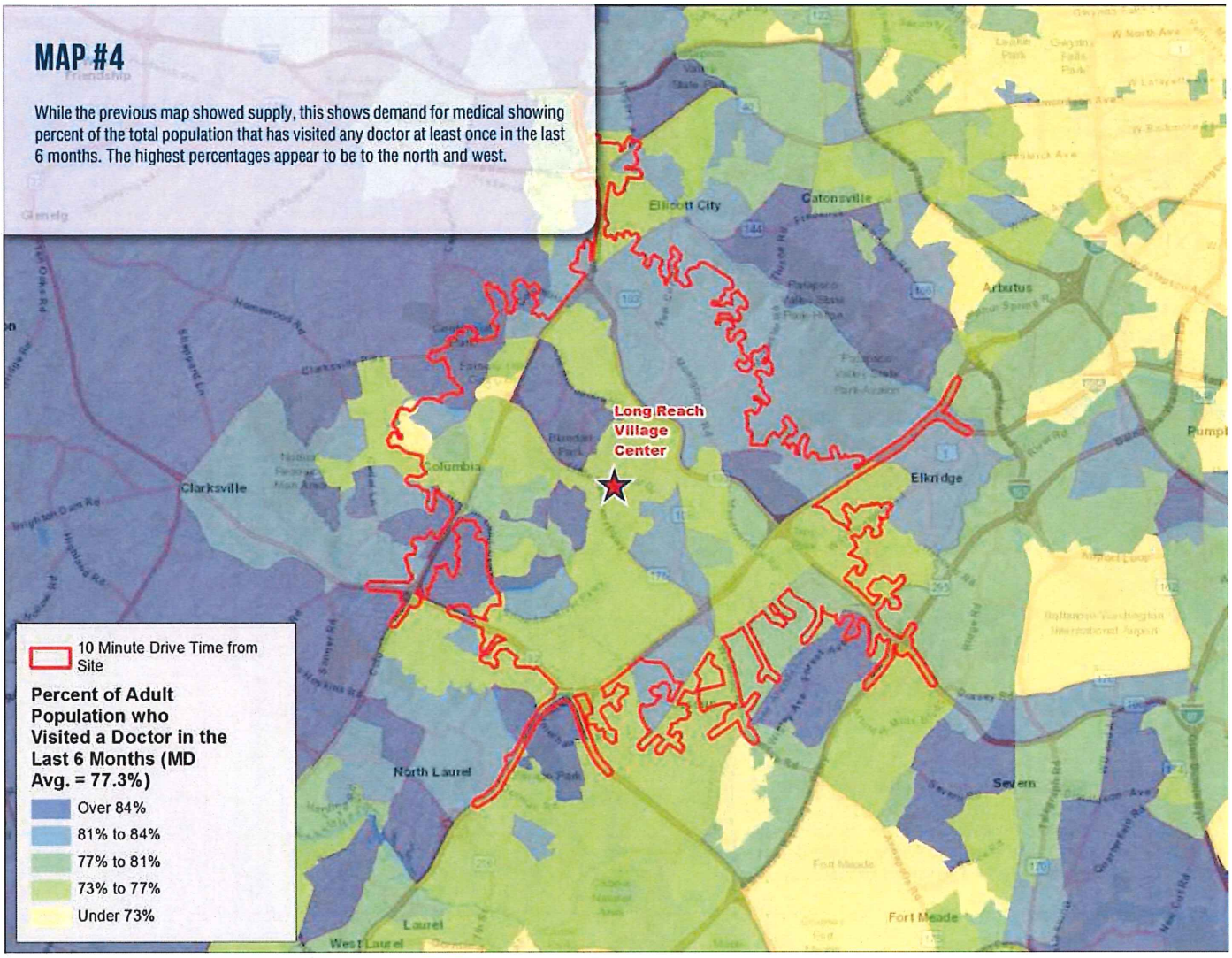
Areas in dark and medium blue show where the toddler population is over 6% of the total population. As stated below under demand, these areas are above the state average. Looking at the map, these blue areas are prevalent directly around the site and to the north and south of the site. The toddler population (age 0-4) in the 10 minute trade area is expected to increase slightly over the next 5 years from 7,232 in 2016 to 7,627 in 2021.

APPENDIX I

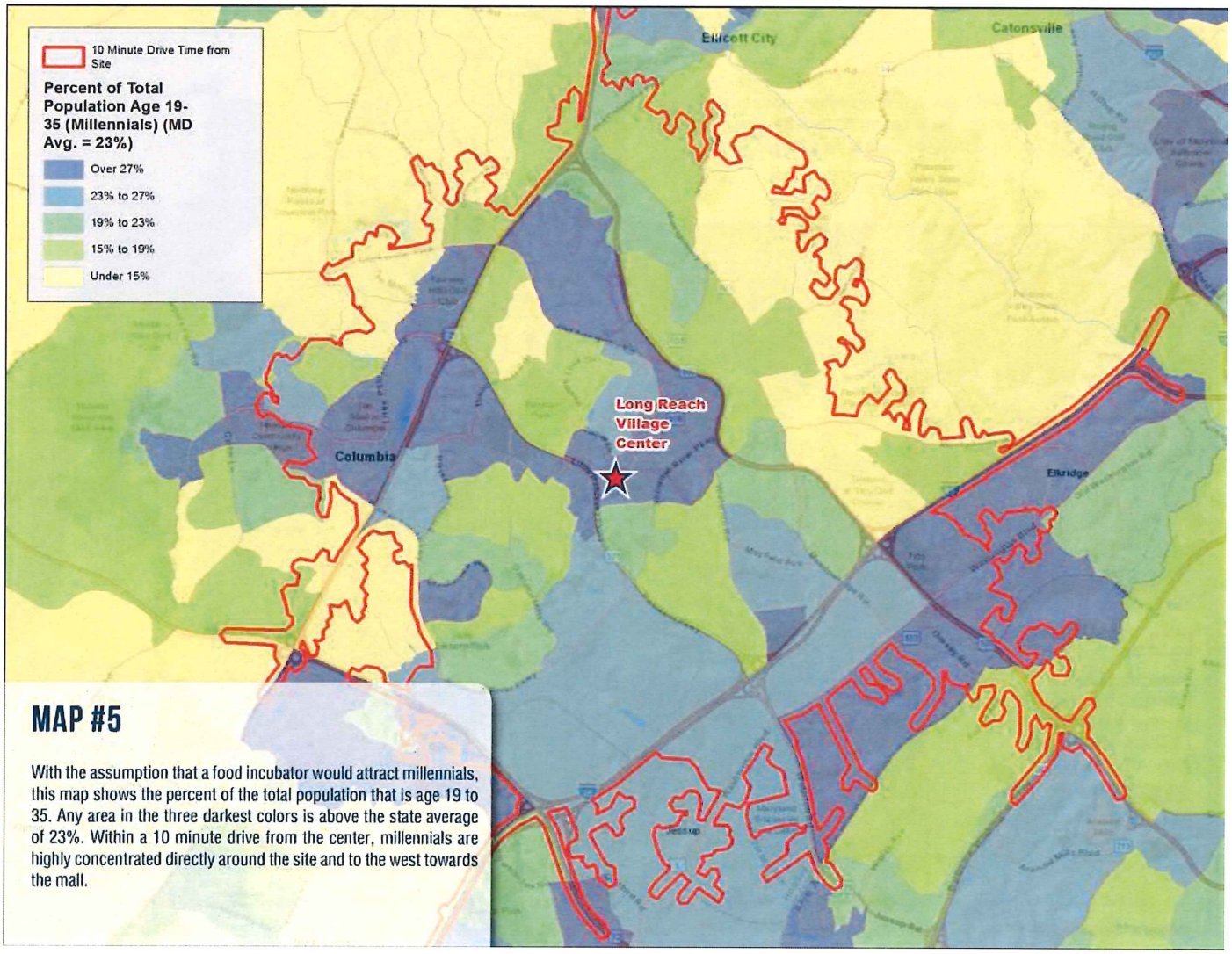


MAP #3

This shows the locations of hospitals and hospital satellite centers. The map shows that there are no major centers between the site and Route 40.

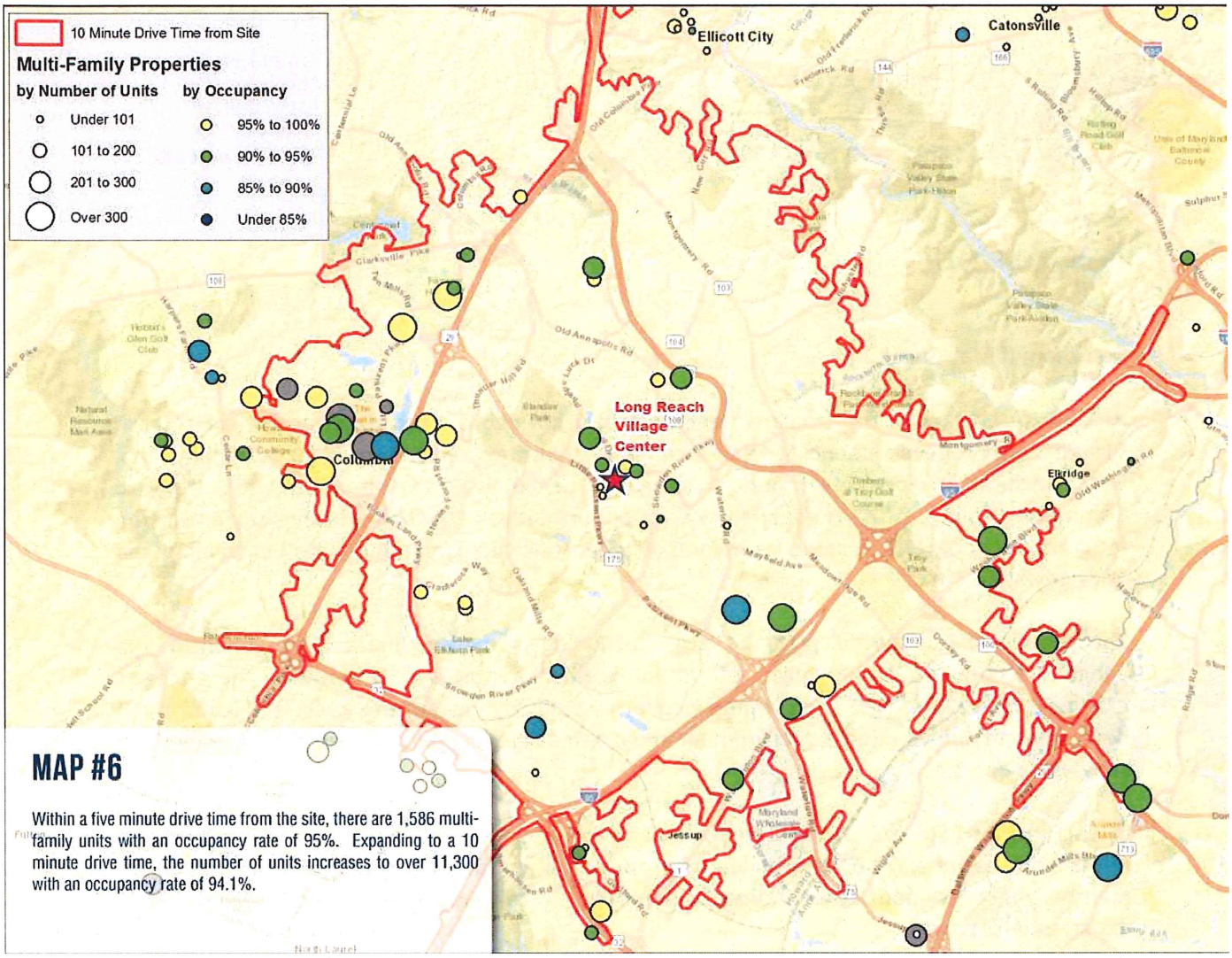

MAP #4
While the previous map showed supply, this shows demand for medical showing percent of the total population that has visited any doctor at least once in the last 6 months. The highest percentages appear to be to the north and west.
Ellicott City
Catonsville
Arbutus
Long Reach Village Center
Columbia
Clarksville
Elkridge
North Laurel
Severn
Laurel
West Laurel
Fort Meade
10 Minute Drive Time from Site
Percent of Adult Population who Visited a Doctor in the Last 6 Months (MD Avg. = 77.3%)
Over 84%
81% to 84%
77% to 81%
73% to 77%
Under 73%

APPENDIX I



MAP #5

With the assumption that a food incubator would attract millennials, this map shows the percent of the total population that is age 19 to 35. Any area in the three darkest colors is above the state average of 23%. Within a 10 minute drive from the center, millennials are highly concentrated directly around the site and to the west towards the mall.


10 Minute Drive Time from Site
Multi-Family Properties
by Number of Units
Under 101
101 to 200
201 to 300
Over 300
by Occupancy
95% to 100%
90% to 95%
85% to 90%
Under 85%
Ellicott City
Catonsville
Long Reach Village Center
Columbia
Elkridge
Jessup
MAP #6
Within a five minute drive time from the site, there are 1,586 multi-family units with an occupancy rate of 95%. Expanding to a 10 minute drive time, the number of units increases to over 11,300 with an occupancy rate of 94.1%.

APPENDIX II - LETTERS OF SUPPORT

HOWARD COMMUNITY COLLEGE
You Can Get There From Here.

10901 Little Patuxent Parkway
Columbia, MD 21044-3197
443-518-1000
MD Relay 711
www.howardcc.edu

February 14, 2017

To Whom It May Concern,

After discussions with the Orchard Development team about their plans for the Long Reach Village Center redevelopment, my staff is confident that the proposed food and technology hub, which includes a workforce training center, will be an asset to the community. Howard Community College (HCC) is eager to explore opportunities with Orchard Development as the food and technology hub could be helpful in supporting the community with job training and skills development.

This new incubator facility, with the latest technology, programming and equipment in the agricultural and technology space, offers an excellent opportunity to enhance the college's existing culinary offerings. The planned incubator could be a resource to assist HCC in efforts to develop noncredit workforce development and continuing education courses in food service and renewable energy.

In conjunction with the Orchard Development and the Power52 team, the college sees an opportunity to provide enhanced learning opportunities for HCC students and training for members of the community workforce. Students could receive mentorship and opportunities for experiential learning.

Being able to work with Orchard Development and the Power52 team on workforce development will be highly effective as the recognition of HCC and the Power52 brand will help to continuously attract many community members looking to build skills and employment in the agricultural and technology sector.

It is with great pleasure that Howard Community College supports Orchard Development's innovative proposal for the Long Reach Village Center revitalization project.

Sincerely,

Kathleen Hetherington, Ed.D.
President

The Arc.
Howard County

Achieve with us.

OFFICERS
Dorothy Plantz
President
Howard Community College

William Erskine
Vice-President
Offit Kurman

Pam Guzzone
Secretary
Community Advocate

Jane Padgett
Treasurer
M&T Bank

Ed Wilson
President Emeritus
Constellation

DIRECTORS
Elliot Arditi
Community Advocate

Jeffrey Armiger
BB&T

Alex Barnes
People Power

Cathy M. Cope
Centers for Medicare & Medicaid Services

Joseph R. Geld
PNC Wealth Management

Sarah Hochbaum
Community Advocate

Phil Kiracofe
Gooseworks Consulting

Mike Lewis
Ourisman Hyundai and Chrysler Dodge, Jeep & Ram

Michael Muñoz
Howard Bank

Catherine Raggio
Community Advocate

Doreen Shing
Self-Advocate

Kathy Tellis
Community Advocate

STAFF
Cindy Parr
Executive Director

Susan M. Haynes
Assoc. Executive Director of Administration

Deborah L. Wagner
Assoc. Executive Director of Services

THE ARC OF HOWARD COUNTY
11735 Homewood Road
Ellicott City, MD 21042
T 410 730 0636 W www.archoward.org

February 1, 2017

County Executive Allan Kittleman
Howard County Government
3430 Courthouse Dr.
Ellicott City, MD 21043

Dear County Executive Kittleman:

It is with excitement and pleasure I send this letter to ask for your support of Orchard Development's plan for the revitalization of the Long Reach Village Center. We, here at The Arc of Howard County, are thrilled about the possibility of partnering with the likes of Orchard Development, Penny McBride, founder of Verticals Harvests and Power52 and certainly Jason Jannati.

As you know, The Arc of Howard County is constantly seeking opportunities to develop partnerships that will enhance the lives of the people we support. We feel very fortunate to have this new prospect that will create employment and training for individuals with disabilities to engage in a vertical farm operation. As you know, it is critical for people with disabilities to be as integrated as possible in the community.

The vision that the Orchard Development team has for the revitalization of Long Reach will offer a diversity of experienced farmers working with entry level individuals in the community and people with disabilities to achieve a common goal. These partnerships will create meaningful employment that is sustainable and key to enhancing the health of the community at large. Not to mention it will offer a community gathering location with healthy food that can be offered locally and/or delivered 365 days a year.

We are hopeful that this project will move forward and we will all reap the benefits of a sustainable, resilient community model.

Sincerely,

Cindy Parr

APPENDIX III - DETAILED TEAM CAPABILITIES, RESUMES, EXPERIENCE & ADDITIONAL EXAMPLES OF SUCCESSFUL DEVELOPMENTS

Orchard Development Corporation

MASTER DEVELOPER

OFFICE LOCATION
5032 Dorsey Hall Drive
Ellicott City, Maryland 21042
(P): 410.964.2334

WEBSITE
www.orcharddevelopment.com

YEARS IN BUSINESS
38 Years

SIZE OF STAFF
45 People

SERVICES
- Development
- Real Estate
- Property Management

Founded in 1979 by L. Earl Armiger, Howard County-based Orchard Development Corporation has developed more than $1 Billion of residential and commercial real estate in Maryland, Virginia, Pennsylvania, Florida and Washington, DC. In Howard County alone, Orchard has developed 23 residential communities comprising more than 3,500 residential units as well as 150,000 square feet of commercial space. Orchard's capabilities in building and real estate development span the full range of land acquisition & development, project financing and building construction of residential, retail and office projects.

Beginning with it's first planned communities, the 118 unit Orchard Hill and the 575 unit Sewell's Orchard, the company has developed land for more than 5,500 residential units over the past thirty-five years. With its affiliate company, Armiger Management Corporation, the focus of the business in recent years has been the development and management of market rate, mixed-income & affordable apartments and senior communities. These projects have been financed through a variety of methods including banks, insurance companies, state and local housing finance agencies as well as FHA insured programs. Notable projects include the Orchard Club Apartments in Elkridge, and Orchard Crossing, Selborne House of Dorsey Hall, Hickory Crest and Orchard Meadows at North Ridge in the Columbia, Maryland area.

Non-residential developments include several projects completed by ODC and members of the ODC team. This includes over 100,000 square feet of office space, strip retail, mixed-use retail and pad site development.

The Company has also successfully partnered with others to jointly develop projects, most notably Chesapeake Realty Partners in the Orchard Meadows at North Ridge in Ellicott City, Maryland and the Howard Hughes Corporation & the Kettler Companies in the $100M Metropolitan mixed-use project in Columbia, Maryland.

In recent years, Orchard has received national awards for its Selborne House communities from the National Association of Home Builders (twice) and the National Association of Housing and Redevelopment officials, as well as an achievement award from the Home Builders Association of Maryland for its active adult community, Hickory Crest. The company has also received awards for best Apartment Community, from the local builders association, and Outstanding Achievement Award for affordable housing from the State of Maryland.

The most recent award in 2012 was a Certificate of Merit in architectural design and construction for a 22 unit infill project in the historic district from the Borough of Gettysburg. Also, in 2010 Orchard Development Corporation received an Historic Preservation Award from Baltimore Heritage, Inc for the John Manley House. This project featured the adaptive re-use of a former school into affordable senior housing, successfully completed with co-developer Homes for America, Inc.



With its partner Chesapeake Realty Partners, Orchard Development's Orchard Meadows at North Ridge community achieved the Silver Level of green certification from the National Association of Homebuilder's NGBS program. All new Orchard projects will be designed to similar green standards, utilizing best practices, techniques and materials for energy efficiency and environmental standards.

Orchard Development is committed to sustainable development and green building practices. Embracing the six tenants of the National Green Building Standard we will educate our team as we create apartment homes that use energy, water and materials efficiently and provide enhanced indoor air quality. As individuals, and as an organization, we are mindful of future generations by striving to minimize our impact on the environment. A green built apartment home is more comfortable, healthy and cost efficient for its residents.

Living a green lifestyle is more than a frame of mind; it's a commitment to making good choices. Literally every decision we make can be 'green' in one way or another: our food, consumables, household goods, transportation and now – even the apartment homes we rent.

To support this growing desire for a sustainable lifestyle, Orchard Development launched its Green Building Program in 2012 with a National Green Building Certified apartment development at Orchard Meadows at North Ridge, Ellicott City, Maryland. Orchard Development's "green" apartment homes provide the energy and environmentally conscious tenant with healthy, energy-efficient living that is affordable, low maintenance and offers the best in sustainable living.

Following strict National Green Building and ENERGY STAR® standards, Orchard Development's green-built apartment homes are among the first National Green Building Certified available to consumers in Howard County.

For communities in Virginia, Orchard Development is designing to the EarthCraft Multifamily Virginia, which is the country's first multifamily-specific green building program. It addresses both newly constructed multifamily projects and renovations. The result is Multifamily communities that are healthy, operationally cost effective, as well as energy, water and resource efficient. In addition, each EarthCraft Multifamily unit has its own dedicated fresh-air intake for optimum indoor air quality.

APPENDIX III

COMPLETED MULTIFAMILY COMMUNITIES			
COMMUNITY NAME	LOCATION	NO. UNITS	PROGRAM TYPE
Orchard Club Apartments	Elkridge, Maryland	196	Market/ LIHTC
Orchard Crossing Apartments	Columbia, Maryland	187	Market/ LIHTC
Orchard Crossing Townhomes	Columbia, Maryland	36	Affordable
Selborne House of Laurel	Laurel, Maryland	126	Senior/ LIHTC/FHA
Selborne of Dorsey Hall	Ellicott City, Maryland	120	Senior/ LIHTC
Patuxent Square	Laurel, Maryland	80	LIHTC
Orchard Mills Apartments	Dale City, Virginia	280	LIHTC
Maple Avenue Apartments	Purcellville, Virginia	60	LIHTC
Longfellow Arms	Washington, DC	30	LIHTC
Orchard Landing Apartments	Dumfries, Virginia	184	LIHTC
The Carlisle Apartments	Gettysburg, Pennsylvania	22	Market/ FHA
John Manley House	Baltimore, Maryland	30	Seniors/ LIHTC
Orchard Meadows	Ellicott City, Maryland	240	Market
The Metropolitan	Columbia, Maryland	380	Market
TOTAL		1,971	

COMMUNITIES IN DEVELOPMENT			
COMMUNITY NAME	LOCATION	NO. UNITS	PROGRAM TYPE
Artists Flats/New Cultural Center	Columbia, Maryland	200	Mixed-Income
Orchard Ridge	Fredericksburg, Virginia	169	LIHTC
Orchard Overlook	Frederick, Maryland	207	Market/ LIHTC
Orchard Village Center	Kent Island, Maryland	331	Market
TOTAL		907	



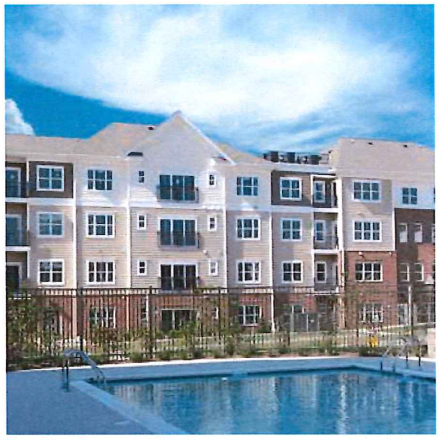
Orchard Crossing
Columbia, Maryland

- 187 Units
- Garden Apartments
- Delivered 1995



Orchard Club Apartments
Elkridge, Maryland

- 196 Units
- Garden Apartments
- Delivered 1992



Orchard Meadows at North Ridge
Ellicott City, Maryland

- 240 Units
- Luxury Apartments
- Delivered 2012



Selborne House of Dorsey Hall
Ellicott City, Maryland

- 120 Units
- Affordable Senior Apartments
- Delivered 2003



Hickory Crest
Columbia, Maryland

- 88 Units
- First Active Adult Community in Howard County
- Delivered 2005



Patuxent Square
N. Laurel, Maryland

- 80 Units
- Apartments/Retail/Commercial
- First Mixed-Use Project Under Route 1 Revitalization Plan

L. EARL ARMIGER

CHAIRMAN & CEO | ORCHARD DEVELOPMENT CORPORATION



EDUCATION
University of North Carolina

YEARS WITH FIRM
38

TOTAL YEARS EXPERIENCE
50

PROFESSIONAL AFFILIATIONS
- Home Builders Association of Maryland

Since founding Orchard Development Corporation in 1979, L. Earl Armiger has been the managing general partner in the development of more than $1 Billion of residential and commercial real estate. Orchard Development and its affiliate company, Armiger Management Corporation, develop, lease, and manage an award-winning portfolio of multi-family communities throughout the Mid Atlantic region. Mr. Armiger's companies have focused on market-rate rentals as well as mixed income housing, of which more than 1,200 apartments have been financed with Low Income Housing Tax Credits. In recent years his companies have successfully completed a wide variety of projects including seniors housing, adaptive re-use, and mixed-use infill projects. Commercial project experience includes both office and retail projects.

Mr. Armiger's commitment to housing is exemplified by his national and local recognition and service. In 1991, Mr. Armiger was awarded the coveted Builder of the Year designation by the Home Builders Association of Maryland. In 2000-2001 Mr. Armiger was the National Association of Home Builders (NAHB) Vice President for the Mid-Atlantic region. Mr. Armiger has served the national builder's association as Chairman of the Seniors Housing Council, Chairman of the Housing Credit Group, Chair of the Multi-Family Council as well as Chairman of NAHB's standing committee on Housing Finance. In this capacity, he participated in the Mortgage Roundtable and meetings with high level government officials on the delivery of financing to the home building industry. Mr. Armiger is a Senior Life Director NAHB's Board of Directors.

In 2007, Mr. Armiger was named Business Person of the Year by the Howard County Chamber of Commerce.

With a Master of Regional Planning degree from the University of North Carolina, Mr. Armiger has lectured in land development at the university level and has presented programs on senior housing, affordable housing, infill development and Smart Growth for numerous organizations. Mr. Armiger currently serves on the Advisory Board of the Master of Real Estate Development program at the University of Maryland, where he is a regular lecturer.

In recent years, Orchard Development has received national awards for its communities from the National Association of Home Builders, the National Association of Housing and Redevelopment officials and local awards from the Home Builders Association of Maryland. The company has also received awards for best apartment community, and Outstanding Achievement Award for affordable housing from the State of Maryland.

In 2007, the National Housing Endowment awarded Mr. Armiger and Orchard Development the Gold Builder Achievement Award for Outstanding Community Service. Orchard donated the $10,000 first prize to the Columbia Foundation. Most recently, Mr. Armiger was given the Lifetime Achievement Award by the Homebuilders Association of Maryland.

L. SCOTT ARMIGER

PRESIDENT | ORCHARD DEVELOPMENT CORPORATION



EDUCATION
University of Maryland,

The Johns Hopkins University

YEARS WITH FIRM
23

TOTAL YEARS EXPERIENCE
30

PROFESSIONAL AFFILIATIONS
- Home Builders Association of Maryland
- Licensed Realtor

Scott Armiger has over 30 years experience in real estate construction, design and development as well as sales and marketing 2004 and has been instrumental in the development of over $300 Million in real estate development in Maryland, Virginia and Pennsylvania. Over this period he has been responsible for acquisition, feasibility, government approvals, construction and financing for each project. His expertise in construction and development has earned numerous awards for the company. Prior to joining Orchard Development, Scott worked as a project engineer for a general contractor as well as a new homes salesperson.

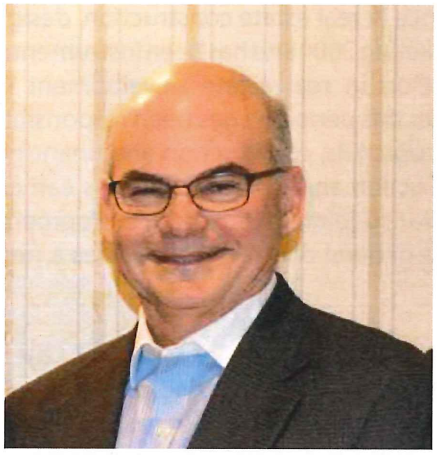
He is a past president of the Home Builders Association of Maryland (2013) and currently serves on the Board of Directors. While serving on the Board he was able to grow the association and facilitated the merger of the two largest building industry associations' in Maryland. Scott has been named a Life Director for the new entity, the Maryland Building Industry Association. He also serves on the Home Builders Care Foundation Board, which provides quality shelter throughout Maryland for those in need.

Scott holds a Bachelor of Science in Business Management from the University of Maryland as well as a Master of Science in Real Estate Development from The Johns Hopkins University. While attending graduate school at JHU, Scott won the Paul Lee Cordish Scholarship for academic excellence. He is also a licensed Realtor in Maryland.

APPENDIX III

ROBERT W. DESANTIS

SENIOR VICE PRESIDENT & COO | ORCHARD DEVELOPMENT CORPORATION



EDUCATION
University of Maryland

YEARS WITH FIRM
12

TOTAL YEARS EXPERIENCE
35

PROFESSIONAL AFFILIATIONS
- Licensed Realtor

Bob's diverse background includes over 35 years experience in land acquisition and development for single-family, townhouse and multi-family residential as well as retail and office projects. He also has hands-on experience in multi-family rehabs, new construction, adaptive re-use as well as leasing and property management.

As a general partner on several projects he has had bottom-line responsibility for negotiating construction and permanent loans with various lenders including banks, insurance companies and government agencies. Bob has also participated in successfully placing debt and raising private and public equity for real estate projects valued at over $250 million. This includes the Saratoga Court Apartments, a unique $14 million adaptive re-use of an abandoned warehouse/office building in downtown Baltimore. The building was successfully renovated to house 77 loft-style rental apartments with garage parking, using an FHA-insured construction/permanent loan.

In addition, Bob has held senior management positions with Grady Management and Whetstone Development Partners, and he was on the consulting staff of Coopers & Lybrand's National Housing Group in Washington, DC.

His experience also includes consulting clients in both the both public and private sectors such as the U.S Department of Housing & Urban Development, Maryland National Mortgage Corporation, The Alexandria Housing Authority, Montgomery Housing Partnership and the Housing Opportunities Commission of Montgomery County. These engagements and others have included construction management services, organization studies, feasibility analysis, market evaluations, loan underwriting and operations improvement studies.

Bob holds an undergraduate degree in Public Administration from the University of Maryland and post graduate studies in the MPA program there as well.

He is a licensed Realtor in the state of Maryland, and is active in a variety of charitable and civic activities, primarily through the Lido Civic Club of Washington D.C., having served two terms as President and as a 20 year member of its Executive Committee.

ROBERT T. WILLIAMS

VICE PRESIDENT & CFO | ORCHARD DEVELOPMENT CORPORATION



EDUCATION
Towson University

Loyola College

YEARS WITH FIRM
24

TOTAL YEARS EXPERIENCE
30

Bob's tenure with Orchard Development Corporation as Controller and now Treasurer has spanned twenty years. His responsibilities include every aspect of accounting needs for both Orchard Development Corporation and Armiger Management Corporation. His involvement includes pre-development, obtaining financing, construction period and post management of real estate projects in the portfolio.

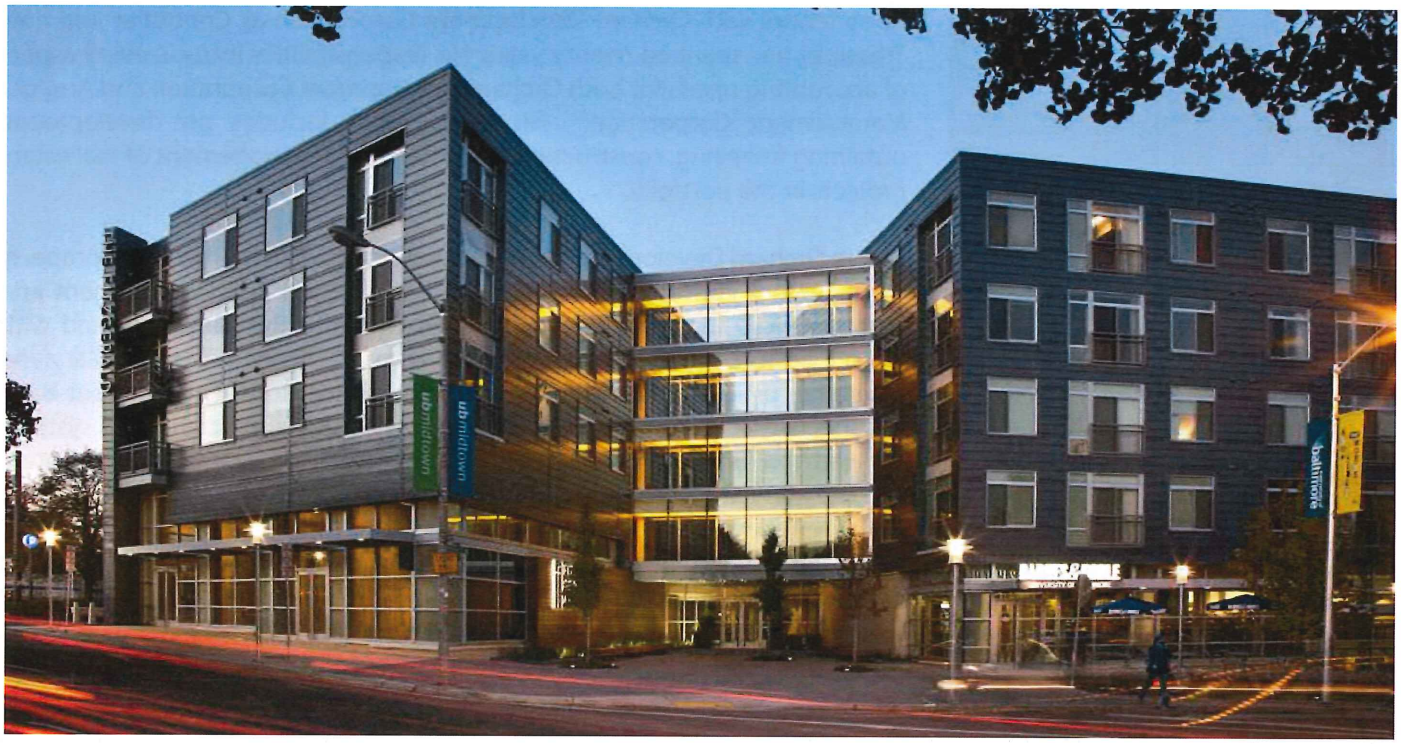
Before Orchard Development, Bob held real estate development and property management controller positions with Land Design and Development and First American Management. His experience with Real Estate started with the public accounting firm, Coyne & McClean, Chartered in Towson, Maryland where he provided management advisory services to the entire client base. His specialty in accounting software and computerized accounting systems allowed him to teach in the Loyola College Professional Development Program and the Maryland Association of CPA's as a lecturer.

Bob holds and undergraduate degree in Business Administration-Accounting from Towson University and post graduate studies in the MBA program at Loyola College. When not in the office, he enjoys coaching lacrosse for the last 35 years on the high school and recreation/club levels.

APPENDIX III

DESIGN COLLECTIVE

ARCHITECTS & PLANNERS



OFFICE LOCATION
601 East Pratt Street, Suite 300
Baltimore, Maryland 21202
(P): 410.685.6655

WEBSITE
www.designcollective.com

YEARS IN BUSINESS
38 Years

SIZE OF STAFF
93 People

SERVICES
- Architecture
- Urban Design & Planning
- Landscape Architecture
- Interiors
- Environmental Signage & Graphics

CORE COMPETENCIES
- Mixed-Use Multi-Family
- Urban Design & Infill Development
- Commercial Office Buildings
- Workplace Environments
- Student Housing
- Student Life Facilities - Dining & Recreation
- Life Sciences & Research Facilities
- Higher Education Facilities

Founded in 1978, Design Collective has grown from a sole practitioner to a national practice with over 90 employees in Baltimore, Maryland. Design Collective is a multi-disciplinary design firm offering expertise, leadership and design innovation in the disciplines of sustainable planning, architecture, interiors, landscape architecture, environmental signage and graphic design to ensure comprehensive design solutions.

The firm has established an excellent reputation for providing quality, technically sound, cost sensitive and sustainable design solutions for both private and institutional clients. Our work is often highlighted in national journals and professional trade publications, repeatedly recognized for design excellence. The firm was ranked among the Top 100 architecture firms in the United States by Architect Magazine. Our more than 300 awards for design excellence are a testament to the quality of our design and planning philosophy.

MATT HERBERT, AIA LEED AP

PRINCIPAL-IN-CHARGE - ARCHITECTURE | DESIGN COLLECTIVE, INC.



Matt, a Principal with over 17 years of experience, is one of Design Collective's most accomplished technical project managers. He has managed many of the firm's largest and most complex mixed-use, new construction and renovation in-place projects. Matt's extraordinary organization skills and a keen understanding of diverse design and engineering disciplines enables him to effectively coordinate large complex teams including consultants and contractors, where a collaborative approach is key to successful project delivery. Matt has served as project manager for more than $400 million of built mixed-use projects for developer, university and institutional clients.

He serves as a trusted Design Collective studio leader, managing projects requiring large teams while serving as a technical, BIM, and construction systems resource within his studio. He is exceptionally experienced in a variety of delivery methods, including design-build, CM-at-Risk, and design-bid-build.

EDUCATION

University of Maryland College Park, Master of Architecture, 2000

University of Maryland, Historic Preservation Certificate, 2000

University of Maryland College Park, Bachelor of Science in Architecture, 1998

YEARS WITH FIRM

15

TOTAL YEARS EXPERIENCE

17

REGISTRATION

Registered Architect: MD
LEED Accredited Professional

PROFESSIONAL AFFILIATIONS

- U.S. Green Building Council
- American Institute for Architects

SELECT PROJECTS & RELEVANT EXPERIENCE

CRESCENT OFFICE BUILDING A
Columbia, MD

STADIUM SQUARE
Baltimore, MD

40 WIGHT AVENUE
Hunt Valley, MD

THE KINGSTON
Tysons, VA

HAMMERJACKS
Baltimore, MD

MERKLE CORPORATE HEADQUARTERS
Columbia, MD

ADMINISTRATION BUILDING, UNIVERSITY OF MARYLAND
Baltimore, MD

MAPLE LAWN OFFICE BUILDING 7
Fulton, MD

WEBER PROPERTY
Reisterstown, MD

EASTPORT MIXED-USE DEVELOPMENT
Eastport, MD

ORTHOPAEDIC ASSOCIATES
Catonsville, MD

BALLPARK VILLAGE
St. Louis, MO

ZURICH/KESWICK CAMPUS, JOHNS HOPKINS UNIVERSITY
Baltimore, MD

VISUAL ARTS AND PERFORMING BUILDING, HOWARD COMMUNITY COLLEGE
Columbia, MD

MAPLE LAWN COMMUNITY CENTER
Maple Lawn, MD

MAIN CAFE RENOVATION, NATIONAL AQUARIUM IN BALTIMORE
Baltimore, MD

LIBRARY AND DINING HALL RENOVATION, COMMUNITY COLLEGE OF BALTIMORE COUNTY
Dundalk, MD

CECILY BEDWELL, AICP, LEED AP BD+C

PRINCIPAL - PLANNER AND URBAN DESIGNER | DESIGN COLLECTIVE, INC.



Cecily is the firm's Planning and Urban Design Studio Leader with a specialty in neighborhood revitalization and public engagement. She manages all of the firm's complex planning projects involving market, economic, traffic, transportation, and environmental consultants. A tremendously skilled writer, she has prepared final reports and design guidelines for nearly all of Design Collective's master plan projects. Cecily is exceptionally skilled at facilitating public engagement processes, inspiring charrette and workshop participants, and building consensus from large, diverse stakeholder groups. Over her 20+ years as a professional planner, she has successfully guided numerous public processes by engaging stakeholders in meaningful dialogue, balancing competing interests, and developing contextually-appropriate, supportable master plans. Cecily has extensive experience presenting master plans, plan reports, and recommendations at public hearings, to Planning Boards, and to City/County Councils.

EDUCATION
University of Maryland, Master of Architecture, 1996

Syracuse University, Bachelor of Arts, Architectural History, 1992

YEARS WITH FIRM
19 Years

TOTAL YEARS EXPERIENCE
21 Years

REGISTRATION
Certified Planner
LEED Accredited Professional

PROFESSIONAL AFFILIATIONS
- USGBC
- AICP
- Congress of New Urbanism

SELECT PROJECTS & RELEVANT EXPERIENCE

DOWNTOWN COLUMBIA MASTER PLAN
Columbia, MD

CRESCENT NEIGHBORHOOD DESIGN GUIDELINES & FDP
Columbia, MD

RENAISSANCE SQUARE CHARRETTE & MASTER PLAN
Columbia, MD

WARFIELD NEIGHBORHOOD DESIGN GUIDELINES & FDP
Columbia, MD

CENTRAL WEST BALTIMORE
Baltimore City , MD

DOWNTOWN FREDERICK REVITALIZATION PLAN
Frederick, MD

BROADCREEK
Norfolk, VA

CASCADE VILLAGE
Akron, OH

LARGO SECTOR PLAN & SMA
Prince George's County, MD

ELKTON CHARRETTE AND MASTER PLAN
Elkton, MD

STATE CENTER TOD MASTER PLAN
Baltimore, MD

GLEN LENNOX MASTER PLAN
Chapel Hill, NC

RESIDENCE AT SOUTHPARK
Charlottle, NC

ALSTON-CARY NORTHWEST AREA PLAN
Cary, NC

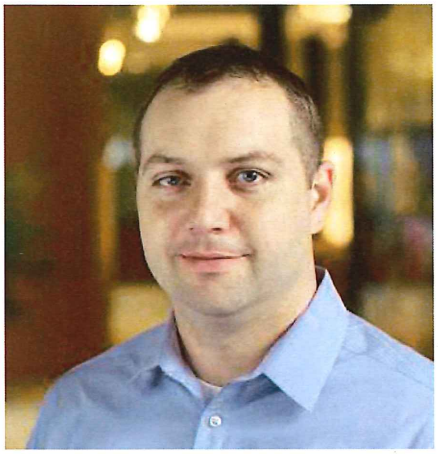
ABINGTON MASTER PLAN
Abington, PA

PORT ROYAL REDEVELOPMENT CHARRETTE & MASTER PLAN
Port Royal, SC

GREATER UPPER MALBORO MASTER PLAN
Upper Marlboro, MD

BRIAN REETZ, PLA, ASLA

LANDSCAPE ARCHITECT | DESIGN COLLECTIVE, INC.



Brian Reetz serves as Director of the Landscape Architecture Studio at Design Collective. Brian's expertise focuses on the revitalization and creation of complex urban open spaces both locally and nationally. Under Brian's direction each project is thoroughly analyzed, processed and developed with the intent to create meaningful open space that serves to enrich the local community. By combining thoughtful and creative design with a strong technical understanding of the built environment, Brian is able to balance grand vision with sound technical solutions allowing for buildable and achievable ideas.

EDUCATION
University of Wisconsin-Madison, Bachelor of Science Landscape Architecture, 2000

YEARS WITH FIRM
8

TOTAL YEARS EXPERIENCE
17

REGISTRATION
Professional Landscape Architect: MD

PROFESSIONAL AFFILIATIONS
- American Society of Landscape Architects

SELECT PROJECTS & RELEVANT EXPERIENCE

CRESCENT OFFICE BUILDING A
Columbia, MD

PARCEL C1 & C2
Columbia, MD

THE METROPOLITAN
Columbia, MD

THE METROPOLITAN PROMENADE
Columbia, MD

6708 ALEXANDER BELL DRIVE
Columbia, MD

40 WIGHT AVENUE
Hunt Valley, MD

STADIUM SQUARE
Baltimore, MD

INMAR TECHNOLOGIES
Winston-Salem, NC

ORTHOPAEDIC ASSOCIATES
Catonsville, MD

PERSEI AT PIKE & ROSE
Rockville, MD

PALLAS AT PIKE & ROSE
Rockville, MD

METRO PIKE CENTER
Rockville, MD

THE ROTUNDA
Baltimore, MD

HANOVER CROSS STREET
Baltimore, MD

CRESCENT FALLS CHURCH
Falls Church, VA

SOLAIRE AT 7100 WISCONSIN AVENUE
Bethesda, MD

EASTSIDE BOND
Pittsburgh, PA

EASTON TOWN CENTER PLAZAS
Columbus, OH

CHARLES VILLAGE MAIN STREET
Baltimore, MD

DOMINO SUGAR OPEN SPACE MASTER PLAN & FEASIBILITY STUDY
Baltimore, MD

NEW HOUSING VILLAGE, UNIVERSITY OF SOUTH FLORIDA
Tampa, FL

LIVING & LEARNING COMMUNITY, RUTGERS UNIVERSITY
Piscataway, NJ

APPENDIX III

GLW
Gutschick, Little & Weber, P.A.
CIVIL ENGINEER

OFFICE LOCATION
3909 National Drive
Suite250
Burtonsville, Maryland 20866

WEBSITE
www.glwpa.com

YEARS IN BUSINESS
31 years

SIZE OF STAFF
56 People

SERVICES
- Civil Engineering
- Survey
- Land planning
- Landscape Architecture

PROJECT PORTFOLIO
- Enclave at Ellicott Hills
- Wincopia Farms
- Enclave at Ellicott Mills
- Stone Lake
- Gateway Residential

GLW was founded in 1986, to provide land development design services for residential, commercial and institutional projects in the Baltimore-Washington metropolitan area. It specializes in the Maryland counties of Howard, Montgomery and Prince George's.

GLW's services include civil engineering, land planning, landscape architecture and land surveying. GLW is able to take a project from the earliest concept/feasibility stages to permit acquisition. For the specialty disciplines such as geotechnical engineering, traffic, and wetland delineation, GLW has many fine working relationships with the consultants who provide those services. During construction, GLW provides survey layout, as-built, and construction observation services.

GLW's staff of 56 is comprised of civil engineers, land surveyors, land planners and landscape architects, along with designers, CADD personnel, and administrators. The high number of registered professionals assures that well-qualified individuals will be assigned to each project. From the beginning, GLW has believed that the best marketing is to perform well and help its clients accomplish their goals. GLW has proven over the years that it is able to consistently perform at a high level.

Over our 30-year existence, GLW has focused on Howard, Montgomery & Prince George's Counties. In most cases, GLW performed all the site design and survey work, with other consultants providing services for traffic, geotechnical, noise and environmental. In Howard, we have had hundreds of projects of which a sampling is listed above and in the resume provided.

CARL K. GUTSCHICK, P.E.

PRESIDENT | GUTSCHICK, LITTLE AND WEBER



Carl Gutschick has served as Principal-in-Charge on a wide variety of projects in Howard County since the firm's founding. He is recognized for his in-depth knowledge of the processes, regulations and the regulators in Howard County. There is a dedicated portion of the staff that regularly works on Howard County projects, furthering GLW's expertise in that jurisdiction.

SELECT PROJECTS & RELEVANT EXPERIENCE

Over our 30-year existence, GLW has focused on Howard, Montgomery & Prince George's Counties. In most cases, GLW performed all the site design and survey work, with other consultants providing services for traffic, geotechnical, noise and environmental. In Howard, we have had hundreds of projects of which a sampling is listed below:

RESIDENTIAL (SINGLE FAMILY HOMES)

- Hunters Creek Farm
- Westmount (Doughoregan Manor)
- Governors Run
- Walnut Grove

RESIDENTIAL (TOWNHOMES)

- Dorsey Hall
- Columbia - Village of Long Reach
- Riverwalk
- Brightfield
- Willowwood

RESIDENTIAL (MULTIFAMILY)

- The Metropolitan
- Monarch Mills
- Lyndwood
- Archstone in Columbia
- Wyndham
- Orchard Crossing
- Parkview at Ellicott City
- Evergreen at Columbia Mall

RESIDENTIAL (MIXED)

- Enclave at Ellicott Hills
- Wincopia Farms
- Enclave at Ellicott Mills
- Stone Lake
- Gateway Residential

EDUCATION
University of Maryland
B.S. 1975 Civil Engineering

University of Minnesota
M.S. 1977Civil Engineering

YEARS WITH FIRM
31

TOTAL YEARS EXPERIENCE
40

REGISTRATION
Registered Maryland Professional Engineer (1982)

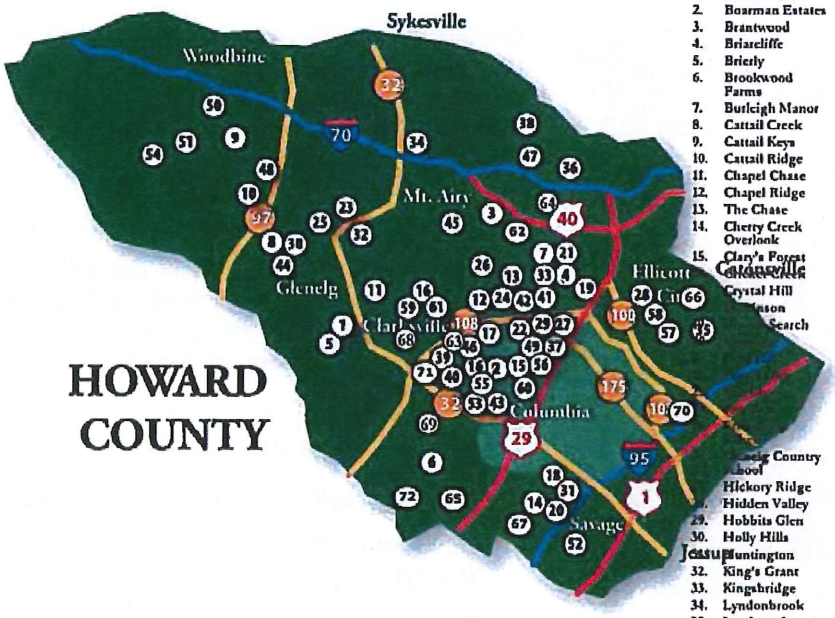
PROFESSIONAL AFFILIATIONS
- Suburban Maryland Engineering Society -Past President
- Home Builders Association of Maryland - Howard Chapter Board Member/Chair of Public Works Committee

APPENDIX III

WILLIAMSBURG HOMES
EST. 1983

HOME BUILDER

Williamsburg's Howard County Communities



COMMUNITIES

1. Adams Reach
2. Boarman Estates
3. Brantwood
4. Briarcliffe
5. Briarly
6. Brookwood Farms
7. Burleigh Manor
8. Cattail Creek
9. Cattail Keys
10. Cattail Ridge
11. Chapel Chase
12. Chapel Ridge
13. The Chase
14. Cherry Creek Overlook
15. Clary's Forest
16. Crystal Hill
17. Enclave at Ellicott Station
18. Hickory Ridge
19. Hidden Valley
29. Hobbits Glen
30. Holly Hills
31. Huntington
32. King's Grant
33. Kingsbridge
34. Lyndonbrook
35. Lyndwood
36. Martin's Gate
37. Owen Brown
38. Patapsco Woods
39. Pheasant Ridge
40. Pointers Run
41. Burleigh Manor
42. Quarterfield
43. River Glen
44. Shady Lane
45. Triadelphia Woods
46. Trotter Grove
47. Waverly
48. Wellington
49. Woodlot
50. Woods at Ridgeview
51. Union Chapel
52. Stone Lake
53. Hickory Crest
54. Jennings Chapel
55. Hickory Glen
56. Metzlers Garden
57. Sheppard Manor
58. Tiber Ridge
59. Trotter Pines
60. Owen Woods
61. Walnut Creek
62. Stonefields II
63. Trotter Landing
64. Enclave at Ellicott Station
65. Maple Lawn
66. Cascade Overlook
67. Watkins Choice
68. Preserve at Clarksville
69. Estates at Clarksville
70. Woodbrook
71. Simpson Mill
72. Westland Farm Estates

Williamsburg Homes is a privately owned builder headquartered in Columbia, Maryland. We were ranked as the lOth ranked builder in the Baltimore metropolitan area by Hanley Wood in 2014;only one other private company was in the top ten. Williamsburg was started in 1983 and has operated successfully for over 30 years. We are known for our wide range of product offerings from modest townhomes to executive townhomes, active adult townhomes and single family homes, and all ranges of detached single family homes. Our products have been recognized by the Maryland Building Industry Association (MBIA) for 33 straight years for excellence in design, livability and workmanship. The Company was started by Chip Lundy in 1983 and was recently turned over to Bruce Harvey, President and Tim Morris,Executive Vice President based upon a 6 year transition plan. Both individuals have been with the Company over 20 years and each has 30 years' experience in the homebuilding business. Our good reputation in the community is demonstrated by our customer survey responses. Over 97% of our customers indicate that they would recommend us to their friends. This is extraordinary in today's tough retail environment.

The Company began as one of the select builders in the new town of Columbia working closely with Columbia's developer, The Rouse Company. Williamsburg has built over 500 homes in the Columbia area. While many of those original builders have closed their doors, Williamsburg has remained viable by branching out to other surrounding neighborhoods and Counties as Columbia became built out. We now operate in 5 different Counties (Howard, Anne Arundel, Montgomery, Carroll, and Baltimore) and have grown to in excess of $40,000,000 in revenues a year. Financially, the Company boasts a strong balance sheet and has over $40,000,000 in committed bank financing. The company's bank financial partners are BB&T,Sandy Spring Bank,Howard Bank,Severn Savings Bank,and the Columbia Bank.

In addition to being a strong regional builder, the company has a long history of community involvement above and beyond its building activities. We serve on the Board of our trade association, Maryland Building Industry Association. We served on several of County Executive Kittleman's transition teams and have also served on the County's independent Spending Affordability Committee and the recently completed APFO review task force. Lastly, we have served on numerous nonprofit boards in the Howard County community, currently serving as Chair of the Board of Trustees of the Community Foundation of Howard County as well as serving on the Board of the Howard Hospital Foundation.







Williamsburg is proud to partner with Orchard Development on the Long Reach Village Center redevelopment project. We are planning the development of For Sale townhomes at the revitalized center. We are planning these townhomes to have an urban feel each with a rear entry 2 car garage to limit surface parking needs. The townhomes will incorporate the green building design techniques that allow for maximum energy efficiency and also provide for modern storm water management control. The townhomes will be connected by sidewalks and pathways to the mixed use retail,recreation,office and amenities provided at the renovated long Reach Village Center.

BRUCE HARVEY

PRESIDENT| WILLIAMSBURG HOMES

Bruce rejoined Williamsburg In 2007 and became President of the Williamsburg Group In January 2008. He has over 33 years of experience In the homebuilding Industry. Most recently, he was Division President for Lennar's Maryland Division. Prior to that,he was Chief Financial Officer for Patriot Homes,starting with Patriot In 1992 and helping to engineer the sale of Patriot Homes to Lennar In 2002.Prior to Patriot, Bruce was In key financial roles with The Ryland Group and NV Homes. He started his professional career with Peat, Marwick, Mitchell& Co. and has a Bachelors' Degree in accounting from the University of Maryland.

TIM MORRIS

EXECUTIVE VICE PRESIDENT| WILLIAMSBURG HOMES

Tim has been with Williamsburg Homes since 1989 beginning as Its lead Sales Manager. He became Vice President of Sales In 1997 and has served In that capacity for 20 years now overseeing nearly 1000 new home sales In that time period. He has over 27 years of experience In the home building industry and previously worked for NV Homes as a Sales Manager. Tim holds a B.A. Degree In Business Administration and a B.S. Degree In Petroleum Land Management from the Louisiana State University.

CRAIG WYATT

VICE PRESIDENT/CONTROLLER| WILLIAMSBURG HOMES

Craig has been with Williamsburg Homes since 2007. He has over 15 years of experience In the homebuilding Industry. Prior to Williamsburg, he spent 6 years as a Financial Coordinator for William Douglas Homes. Craig became the controller of Williamsburg In 2010. Craig holds a B.S. in Accounting from York College of Pennsylvania and is currently working on his MBA from Towson University.

BILL MCBRIDE

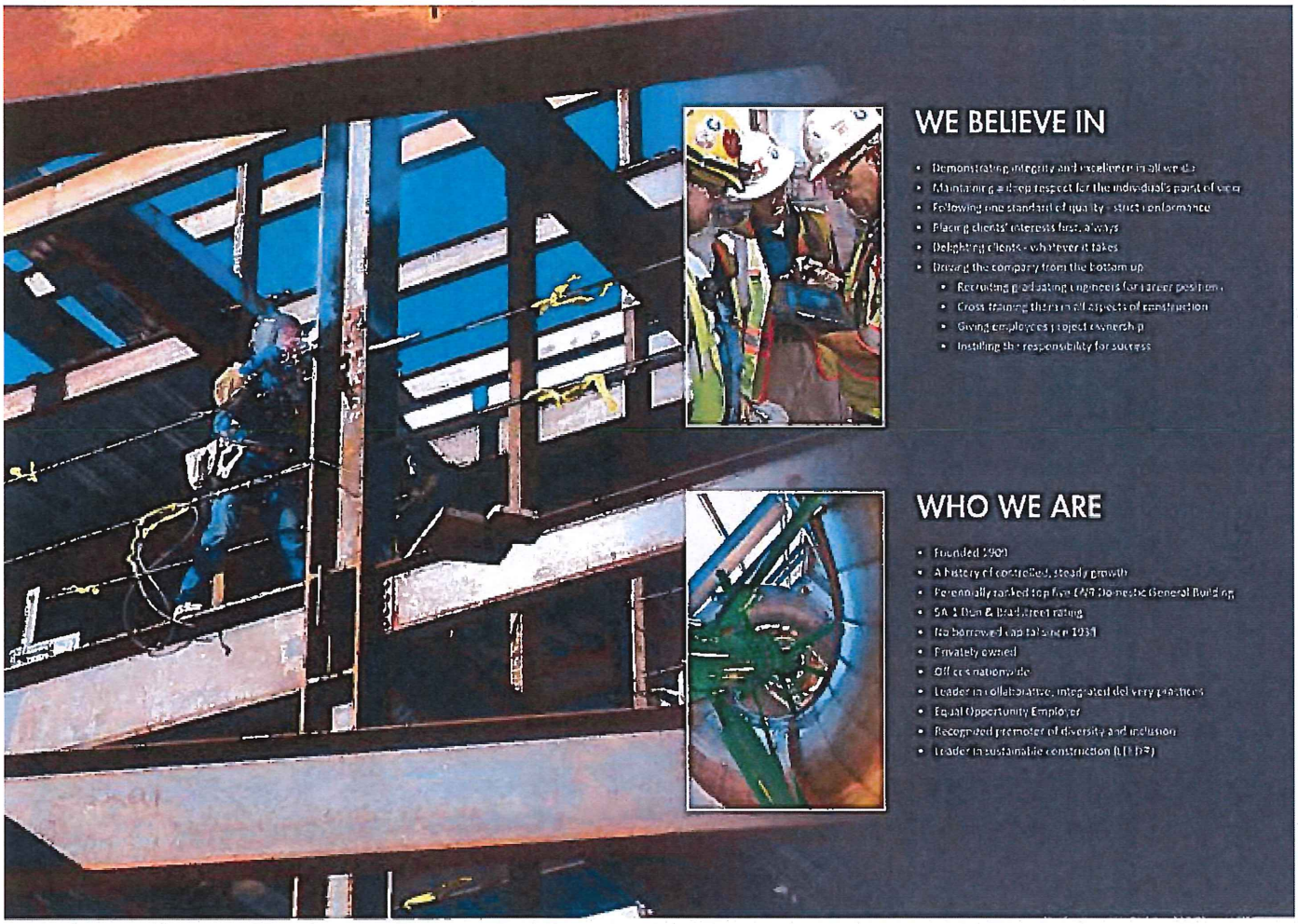
PRODUCTION MANAGER | WILLIAMSBURG HOMES

Joining Williamsburg in 1996 as a construction supervisor, Bill has overseen the Company's construction activities for the last 11 years. Previously,he was Senior Project Manager for Ryan Homes. He has been building homes for Pulle, NV Homes, Ryland Homes, Ryan Homes, Craftmark Homes and Williamsburg since 1982. Bill's Construction experience has spanned a breadth of product types from multi-family homes with structured garage parking to multi-million dollar custom homes. He has been Involved In the construction of over 1,700 residential homes in his professional career.

APPENDIX III

CONTRACTOR

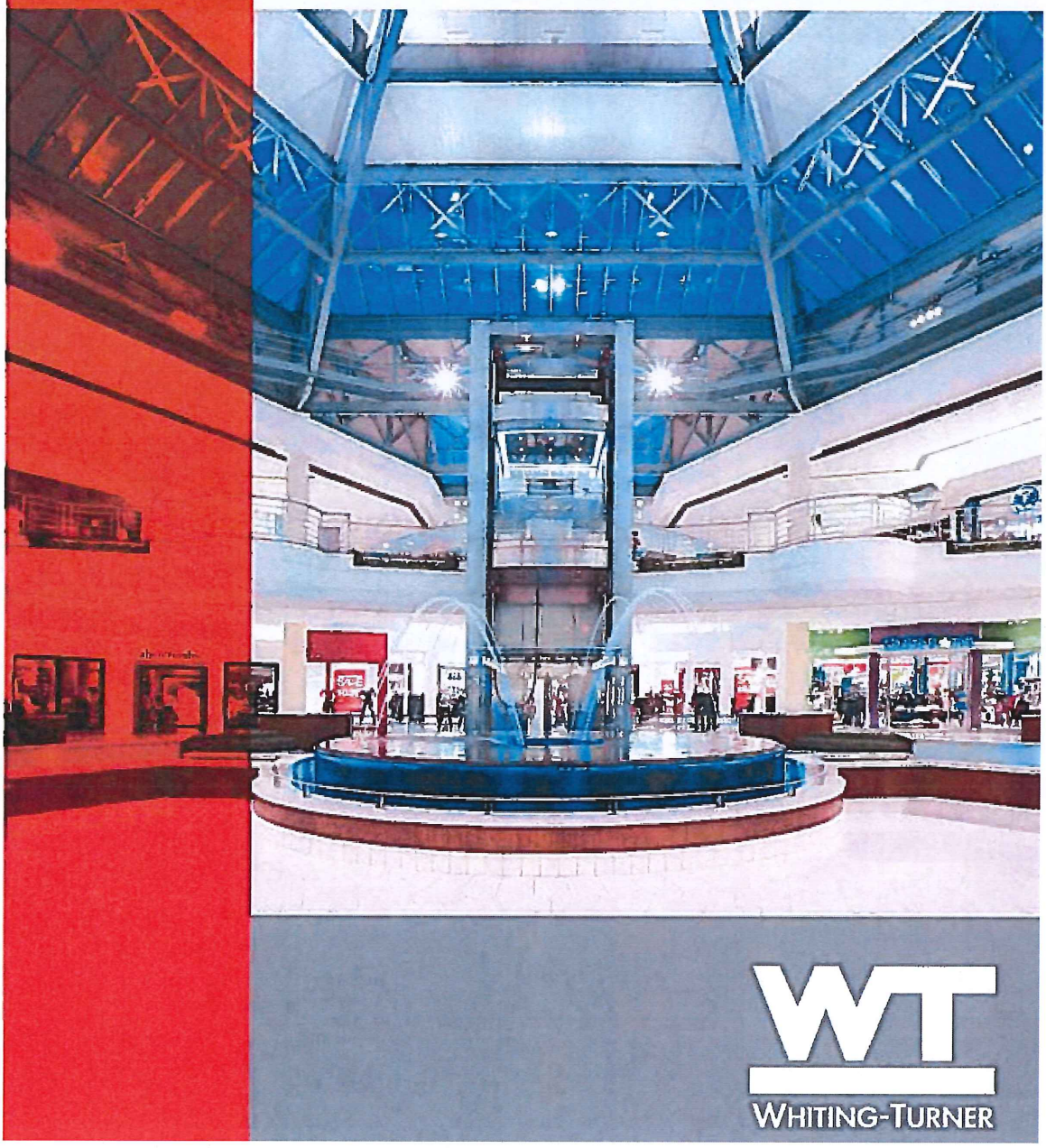
WHITING-TURNER


WE BELIEVE IN
Demonstrating integrity and excellence in all we do
Maintaining a deep respect for the individual's point of view
Following one standard of quality - strict conformance
Placing clients' interests first, always
Delighting clients - whatever it takes
Driving the company from the bottom up
Recruiting graduating engineers for career positions
Cross training the internal aspects of construction
Giving employees project ownership
Instilling the responsibility for success
WHO WE ARE
Founded 1901
A history of controlled, steady growth
Perennially ranked top five ENR Domestic General Building
SA & Dun & Bradstreet rating
No borrowed capital since 1931
Privately owned
Offices nationwide
Leader in collaborative, integrated delivery practices
Equal Opportunity Employer
Recognized promoter of diversity and inclusion
Leader in sustainable construction (LEED)

RETAIL

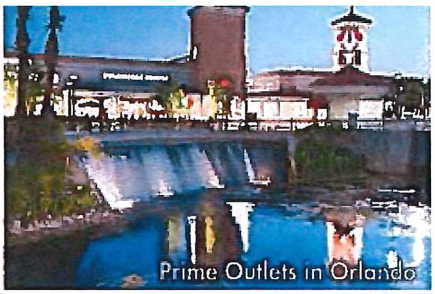
Building Community Destinations

WHITING-TURNER



WHITING-TURNER


Scottsdale Quarter


Prime Outlets in Orlando


Pheasant Lane Mall


Bass Pro Shop


Regal Theater at Westfield Broward Mall


Nike


Kroger


Springfield Town Center

There is a key reason why Whiting-Turner is a perennial leader in retail—we recognize the goal, and we commit to the necessary principles:

- Grand Openings are cast in stone
- Tenants drive the schedule
- The budget is the budget
- It is all about the customer
  - Safe and secure
  - Comfortable
  - Free to shop
- Anchor/tenant contractor activities must be coordinated
- Completed floors and finishes must be protected
- Sustainability/LEED® initiatives must be promoted

We understand that different projects require specific approaches. Our experience spans the breadth of retail construction and renovation:

- Regional centers
- Center overbuilds
- Open air centers
  - Mixed-use
  - Lifestyle
- Power centers
- Community centers
- "Big box" retailers
- Anchor stores
- Tenant interiors
- Grocery Stores
- Movie Theaters & Restaurants
- Outlets

SENIOR LIVING

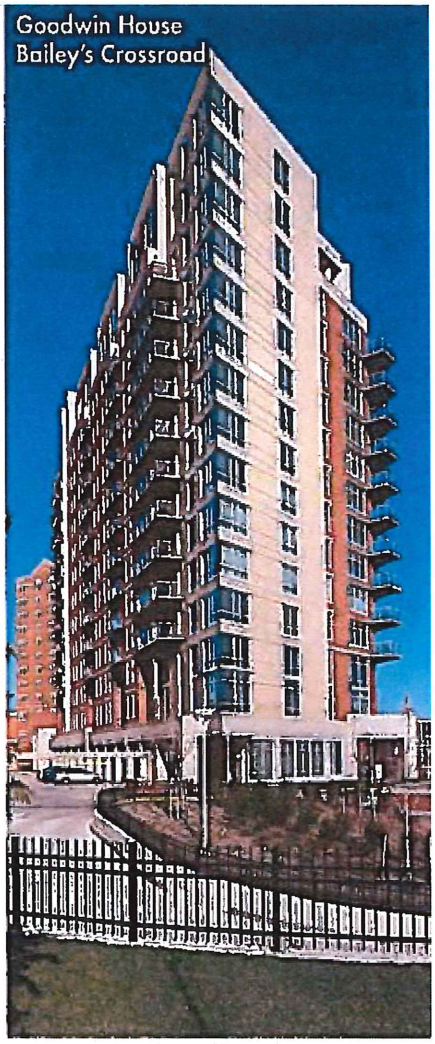
Enhancing Lifestyles

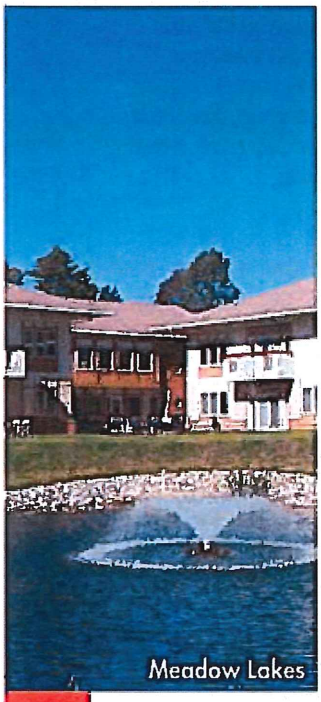
WHITING-TURNER



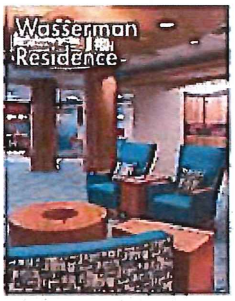
WT
WHITING-TURNER













Understanding
Whiting-Turner supports the mission to accommodate the wide range of cognitive and physical senior abilities. Our goal is to construct quality facilities (e.g., CCRCs, assisted living, long-term care, memory support, wellness/dining, independent living) that promote family and community involvement and interaction, as well as maximize the safety, quality of life, independence, autonomy, dignity, choice and privacy of the residents.

Knowledge
Seniors expect and deserve facilities that respond to their individual needs. We understand the need for facility flexibility, and we have the skill to manage the construction of resident options. Whether you are financing your facility through tax credits, HUD, tax-exempt bonds or conventional methods, Whiting-Turner has the experience to meet the specified requirements.

Sensitivity
If you are expanding and/or renovating an existing facility, our rigid and proven construction protocol promotes the safety, security, and continued comfort of your residents. Our many LEED® Accredited Professionals are also attuned to any sustainability initiatives you may establish.

THEODORE F. BORDER, III
VICE PRESIDENT OF PROJECTS

KEY QUALIFICATIONS

- Entered industry in 1986.
- Joined Whiting-Turner in 1992.

PROJECT HISTORY

Federal Realty Investment Trust
Mid-Pike Plaza Block 10: A 19-story mixed-use building (residential, parking garage, and retail) that will take place as part of Phase 1 of the overall Mid-Pike Plaza project. Rockville, MD. $70 million

University of Maryland Baltimore
Towson University Campus Wide Site and Safety Phase 1: A variety of safety, infrastructure and site improvements were completed in the main academic precinct. Project specific components included a new main entrance off Towson Town Boulevard, relocation of University Avenue, new entrance plaza, pedestrian improvements, demolition of a lecture hall ramp and a new bridge between the psychology building and Hawkins Hall. Towson, MD. $19.7 million

Mercy High School
Science Department Renovation: Interior Renovation to the existing science department facility. Work includes mechanical, plumbing, electrical, lab casework, a sprinkler system, drywall and demolition. Baltimore, MD. $1.5 million

Loyola Blakefield High School
Wheeler Hall Renovation & Addition: 55,000 SF systemic renovation of Wheeler Hall, which includes classrooms, library and science rooms. Will also include the installation of a fire protection system throughout the building. A three-story, 9,000 SF end cap addition with seminar rooms, elevator and egress stair tower will be added. Towson, MD. $8.2 million

Calvert Hall College High School

- Multi-phased renovation project including classrooms, offices and gym/locker rooms. Each renovation included new mechanical units, replacement of exterior façade, finishes and interior offices. Baltimore, MD. $10 million
- Social Studies Wing Renovations: Interior Renovations including mechanical system, and electrical work, sprinkler installation, new ceilings and flooring in all classrooms, new doors and hardware. Exterior renovation included replacement of existing exterior skin with precast panels and glass, and replacement of concrete sidewalks. Baltimore, MD. $2 million

Exterior Renovation: Replace existing exterior skin with precast panels and glass. Replacement of concrete sidewalks.

Frostburg State University
Lane (Student Union Building): Renovation of existing 65,000 SF building and addition of 10,000 SF to existing Student Union Building. Frostburg, MD. $13 million

Capstone Development

- Towson University - West Village Student Housing Phase I: New construction of two wood-frame structures totaling 159,000 SF to be utilized as student housing. *LEED® Certified.* Towson, MD. $20 million
- Towson University - West Village Student Housing Phase II: New wood-frame dorm project that mirrors Phase I. Towson, MD. $26 million

JAY COUGNET
MULTI-FAMILY PRECONSTRUCTION / COST SPECIALIST

KEY QUALIFICATIONS

- Joined Whiting-Turner in 1999. (Started as an intern with Whiting-Turner in 1997.)
- Entered construction industry in 1999.
- Entered senior living industry in 2004.
- Industry Excellence Preconstruction Coordinator in Senior Living
- Extensive senior living experience including preconstruction
- Creator of Whiting-Turner's Residential Options Program

PROJECT HISTORY

Industry Excellence Preconstruction Coordinator in Senior Living
Assembles and records cost data, researches design metrics, and tracks all senior living projects for the company internally. Consults with project groups nationally on current design trends and methods. Develops estimates and benchmarks all project estimates to our national database of completed projects.

Erickson Living
New Providence CCRC: Estimating services for new ground-up CCRC in New Providence CCRC. Performed constructability reviews and developed conceptual, schematic, and design/development estimate for the owner. Final lump sum bid amounts came in within $8,000 of proposed budgets. $108 million

Charlestown New Assisted Living Building: Preconstruction and construction services for a new 121,500 SF, 96 unit assisted living facility on an existing campus. Performed schematic and design/development estimates for the owner. $23 million

On-Call Conceptual Estimator: Develops conceptual through design/development estimating for future projects nationally for Erickson Living. Budgets include greenfield development, master planning, repositioning, and expansion of existing communities.

Springwell Senior Living
The Homestead: Preconstruction services for a new 148,000 SF, 99-unit independent living building on an existing campus. Performed conceptual, schematic and design development estimates for the owner. $25 million

Daughters of Charity
Provincial House Transformation: Multi-phased 400,000 SF renovation within a fully occupied facility including skilled nursing, 42 independent living, and business functions. Central Plant replacement and upgrades. Emmittsburg, MD. $27 million

Haven Nursing Home
New 35,000 SF, three-story nursing home including 42 units with a total of 82 beds. Baltimore, MD. $4 million

Sisters of Bon Secours
Provincial House Renovations: Phased renovations within a fully occupied facility to redevelop an existing provincial house into a retreat center. Project included 70 guest rooms, 25-bed skilled nursing and assisted living, conference spaces, new commercial kitchen, and infrastructure upgrades/replacements. Marriottsville, MD. $22 million

COMMERCIAL REAL ESTATE

THE MACKENZIE COMPANIES

FULL SERVICE COMMERCIAL REAL ESTATE

For nearly half a century, MacKenzie has been providing commercial real estate services in the State of Maryland, and the Mid-Atlantic region. MacKenzie's expertise and trademark multi-disciplined approach allows us to create insightful strategies for each client, large and small, and implement these strategies with seamless precision. Our collaborative corporate structure and the diverse qualifications of our associates, which includes attorneys, CPAs, developers, bankers, appraisers, and marketing professionals, provides a broad array of skill sets to draw from when preparing strategic initiatives for our clients and their properties.

Founded in 1968 as a development firm, MacKenzie is comprised today of seven firms that provide clients a competitive, full-service platform of offerings in leasing, sales, investment sales, tenant and landlord advisory services, corporate and business consulting, commercial and residential development, general construction, property and asset management, debt and equity capital placement, and market research.

BROKERAGE

Landlord/Owner Representation

Whether you manage a portfolio of offices locally or nationally, our Real Estate Advisors will create and implement real estate strategies tailored to your business objectives and timing needs. Leveraging in-depth local market data and the multi-disciplined background of the MacKenzie Team, our associates help our clients increase the value of their property through aggressive marketing and a competitive leasing strategy, consistently achieving maximum occupancy levels.

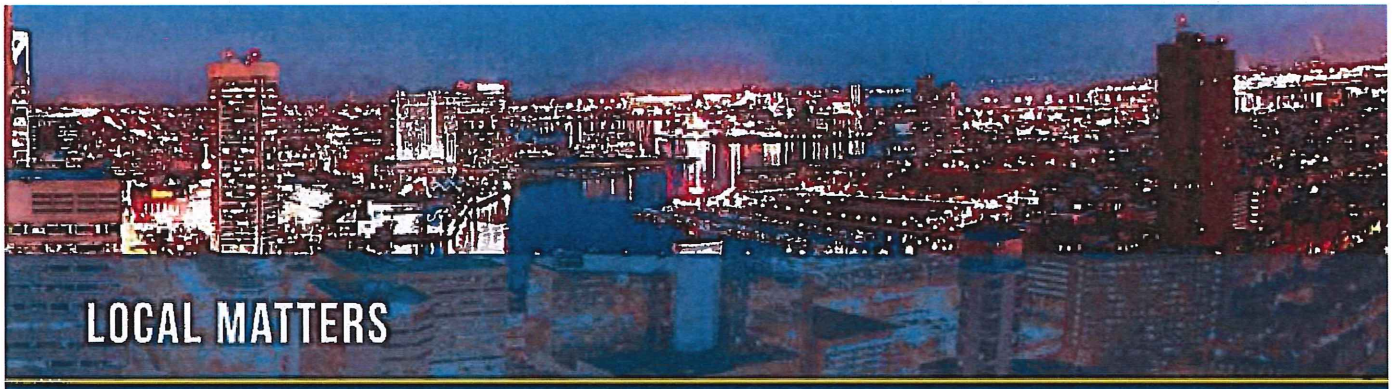
Tenant/Buyer Representation

MacKenzie's experienced Tenant and Purchaser Advisors, often enlisted at no cost to the client, utilize in-depth market data, sophisticated lease and property evaluation tools, detailed comparables, and historical landlord, tenant, and sale transactions to assist tenants and buyers in designing long-term occupancy strategies. Our experienced consultants draw on their thorough knowledge of the market, including present economic conditions, landlord vulnerabilities, and competitive products, to provide our clients with formidable negotiating power.

Investment Sales

MacKenzie is committed to helping investors maximize the value of their commercial real estate portfolio. Our Investment Sales team utilizes sophisticated financial modeling, Argus 14.0 cash flow modeling and comparable sale analysis to maximize values for institutional and local owners. We then tailor a customized approach to meet long-term acquisition or disposition objectives, optimizing financial results and exceeding client expectations. With experience in the purchase and disposition of retail, office, industrial, land, mixed-use properties, as well as 1031 tax deferred exchange transactions, we deliver investment opportunities for your consideration, or market properties to a targeted audience of qualified purchasers.

A long-term participant in Maryland's investment and brokerage communities, our advisors utilize comprehensive databases, established relationships with local and national investors, sophisticated marketing tools, and carefully crafted, property-specific sales campaigns, to present investment opportunities to appropriate purchasers.



LOCAL MATTERS

With more than 175 employees, MacKenzie is one of the largest, non-affiliated full service commercial real estate firms in the Mid-Atlantic. In 2015, MacKenzie completed more than 800 lease and sale transactions, totaling more than 4.5 million square feet, and valued at more than $350 million. MacKenzie is headquartered in Lutherville, Maryland and has branch offices in Baltimore City (Downtown), Columbia, Annapolis, and Bel Air, Maryland.

MacKenzie has been a Maryland-based real estate firm for nearly 50 years. Our brokers, associates, and employees live in Maryland's communities, and play an active role in the region making us intimately familiar with the market area. Our indigenous full-service experience in Maryland's distinct submarkets, coupled with our state-of-the-art research tools, provides our clients customized strategies, identifying key opportunities that in turn provides them with the ability to make the most informed, profitable decisions possible.

MANAGEMENT

MacKenzie Management Company, LLC, a division of The MacKenzie Companies, is a full-service property and asset management provider specializing in the management of office, medical, retail, industrial, and mixed-use properties. Drawing on nearly 50 years of experience, our organization currently manages more than 105 projects, comprising over seven million square feet of space throughout the Baltimore Metropolitan area.

As owners ourselves, we understand the important role proficient management plays in an investment property. We apply this perspective to every commercial property we manage, integrating planned physical maintenance and improvements, detailed financial analysis and budgeting, and proven tenant retention strategies to maximize investment returns. This proven and proactive "turnkey" approach goes beyond typical property management, giving owners the support they need to concentrate on high-level decision making while insulating them from day-to-day property functions.

115
PROPERTIES

8.5 MILLION
SF MANAGED

1,200+
TENANTS

45+
MANAGEMENT STAFF

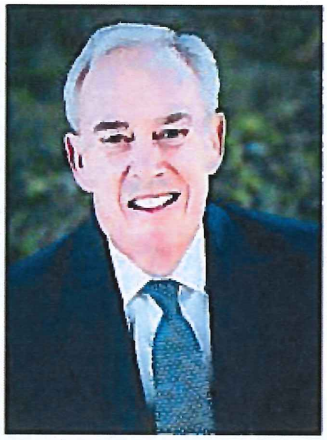
60+
BUILDING ENGINEERS

APPENDIX III

JOHN HARRINGTON

SENIOR VICE PRESIDENT/PRINCIPAL

2328 W. Joppa Road, Suite 200
Lutherville, Maryland 21093
410.494.4863
jharrington@mackenziecommercial.com



As a Senior Vice President and Principal of MacKenzie Commercial Real Estate Services, LLC and MacKenzie Retail, LLC, John Harrington specializes in commercial leasing and site selection, as well as bulk land sales and development. He also focuses on the representation of retail landlords and tenants in the Maryland market and directs Mackenzie Retail, LLC. Prior to joining the firm in 1993, John was a regional vice president with Merrill Lynch Realty and spent 11 years as the director of leasing and acquisitions for the DeChiaro-Rachuba Group, a firm that built and owned numerous office buildings, apartments, shopping centers, hotels, and developed thousands of homes and home sites throughout the Mid-Atlantic region. He has over 40 years of experience in all facets of residential development and commercial real estate.

John is a lifelong resident of the Baltimore area and a graduate of the University of Maryland, College Park.

Transactions

- Redevelopment and Leasing of the Towson Town Center (Lease) $55 million
- Baltimore Air Park to Richmond American Homes (Sale) $19 million
- Hagers Crossing to NV Ryan& Lennar Homes (Sale) $38 million
- Bonnie View Country Club to Beazer Homes (Sale) $15 million
- Ambulatory Care Center of UCHS (Lease) $21 million
- Redevelopment, Leasing and Sale of Shops at Kenilworth to Greenberg Gibbons Commercial (Lease/Sale) $30 million
- Redevelopment & Leasing of Centre at Golden Ring (Lease) $35 million
- Meadows of Ellicott City to Orchard Development Company (Sale) $15 million

Represented Clients

- Petrie Ross Ventures- Annapolis, MD
- First Mariner Bank- Baltimore, MD
- Obrecht Properties, Inc. - Timonium, MD
- Towne Properties, Inc.- Cincinnati, OH
- Ryland Homes- Columbia, MD
- NV/Ryan Homes- Columbia, MD
- Goodwill Industries of the Chesapeake- Baltimore, MD
- Hill Management Company- Timonium, MD
- Planet Fitness - Philadelphia, PA
- CVS Pharmacies- Woonsocket, RI
- Starbucks Coffee Co. - Seattle, WA
- Vangard Commercial Development - Baltimore, Md
- Carlson Restaurants/TGI Fridays - Dallas, TX
- Royal Farms - Baltimore, MD
- Hamilton Bank - Baltimore, MD
- Greenberg Gibbons - Baltimore, MD

Industry Achievements

- Who's Who in Commercial Real Estate, awarded by The Baltimore Business Journal
- Lifetime Member Realtors Million Dollar Association
- Graduate- Realtors Institute of Maryland
- Baltimore's Top Brokers - awarded by the CoStar Group

Professional Memberships

- International Council of Shopping Centers
- Homebuilders Association of Maryland
- Board Member- Greater Towson Committee
- Board Member- Archbishop Curley High School

MACKENZIE
COMMERCIAL REAL ESTATE SERVICES, LLC

JOHN SCHULTZ

Senior Vice President | Principal

2328 W. Joppa Road, Suite 200
Lutherville, Maryland 21093
410.494.4894
jschultz@mackenziecommercial.com



John Schultz, a Senior Vice President/Principal with MacKenzie Retail, LLC, specializes in the representation of local and national retailers and landlords in the Baltimore/Washington market. A member of MacKenzie's distinguished Retail Team since 2004, John's focus includes leasing and investment sales, tenant advisory, and consulting. As a Principal, John is directly responsible for providing guidance and mentorship to junior team members, while maintaining and promoting the MacKenzie brand. In addition to these leadership duties, he continues to provide his clients with superior advisory services through the adoption and implementation of emerging geographic information systems (GIS) technologies. Utilizing this innovative tool to blend corporate data and a deep breadth of commercial market knowledge, John provides his clients the foremost in location analytics.

Prior to joining MacKenzie Retail, John worked for MacKenzie Contracting Company, where he was responsible for managing multiple construction build-outs. Together, his real estate experience and construction background allow him to provide unique solutions and insightful strategies for landlords and tenants. John is a native of Cleveland, Ohio, and attended St. Lawrence University, in Canton, New York.

Tenant Representation
Local & Independently Owned Franchises

- Brick Bodies Fitness*
- Planet Fitness*
- Edible Arrangements*
- Gino's Burgers & Chicken
- Goodwill of the Chesapeake*
- Royal Farms
- Atwaters Cafe
- Bikram Yoga of Baltimore*
- Cloud 9 Clothing
- Corbon Salon
- Crimson and Clover Floral Designs
- Lax World
- Ojas Wellness Center
- Eddie Jacobs Clothier
- Express Care of Maryland*
- Kiddie Academy*
- Shadowland Entertainment
- Palm Beach Tan

Tenant Representation
National Retailers

- Calico Corners*
- CVS/Caremark*
- Valvoline Instant Oil Change*
- United Optical*
- GNC*
- Select Comfort Corporation
- Taco Bell

Professional Memberships & Acknowledgements

- International Council of Shopping Centers
- Retail Brokers Network
- CoStar Power Broker, 2006 - 2014
- 2013 Planet Fitness Broker of the Year, Runner Up

Landlord Representation

- Stewart Properties
- Ward Properties
- Greenebaum & Rose
- Merritt Properties
- BTR Capital
- Obrecht Properties
- MacKenzie Companies
- COPT
- MS Development Company
- Foulger-Pratt
- Kettler, Inc.

*Multiple Transactions

MACKENZIE RETAIL

APPENDIX III

ENERGY FINANCING

URBAN INGENUITY

Urban Ingenuity Company Background

Urban Ingenuity is a clean energy finance company that serves as a developer and administrator of innovative energy finance programs, and as the financier of clean and efficient energy infrastructure at both the building and community scale. Urban Ingenuity was founded as a partnership between Urban Atlantic and PEAR Energy (Pollin Energy And Retrofits). Urban Atlantic is a Bethesda Maryland based real-estate developer with extensive experience in structured finance, infrastructure development and neighborhood revitalization. PEAR Energy is an Amherst, Massachusetts based solar energy project development and finance company, who's Founder and President Robert Pollin is a noted economist and member of the prominent Pollin Family of real estate developers. With PEAR Energy, Urban Ingenuity is involved in structuring solar tax equity investments through long-term Power Purchase Agreement contracts and other financial structuring vehicles, with a special focus on low and moderate income households.

Urban Ingenuity served as the lead partner in structuring the financing, technology development, and project implementation for all clean energy infrastructure in the redevelopment of the former Walter Reed Army Medical Center in Washington DC. This project includes a series of Combined Cooling, Heating and Power (CCHP) or "Tri-Gen" energy centers, integrated with extensive solar photovoltaic and solar thermal resources, district heating and cooling, and deep building energy efficiency investments. This micro-grid project is one of the most advanced micro-grid proposals in the country, and is slated to begin construction early in 2017. In this capacity, UI and its partners oversaw all aspects of planning and pre-development, including engineering analysis, energy load modeling, equipment costing, and integrated financial modeling. In addition, UI led a successful design and procurement process including coordinating sensitive partner relationships with local government and utility regulators, site component developers, and the administration of an RFP to select a final energy developer to implement and own the district energy system for the site.

Urban Ingenuity lead a team that completed a detailed siting analysis and market study of microgrid potential across the District of Columbia, and is now receiving grant funding from DC government to provide "microgrid extension services" providing technical assistance to large scale real estate development projects across the District, assisting site developers in understanding the economic and technical potential for district energy as part of their developments. In addition, Urban Ingenuity is advising several other regional district energy projects that are in earlier stages of development and helping to support financial structuring of debt and equity into clean energy projects. UI's focus on resilient energy installations also includes large scale solar plus battery storage projects for property owners ranging from sports stadiums to public housing authorities, to universities and community based non-profit institutions providing supportive services to low income residents. In this work, UI has worked closely with many non-profit affordable housing developers and debtstructuring partners including Enterprise Community Partners and the National Housing Trust. With Enterprise, UI has completed several pieces of analysis on resilient energy infrastructure for the New York City Mayor's Office of Recovery and Resilience.

URBAN INGENUITY

Urban Ingenuity is a national leader in Property Assessed Clean Energy (PACE) financing for commercial and multifamily real estate. Urban serves as the Program Administrator for Washington DC's PACE financing program, working on behalf of the District's Department of Energy and the Environment (DOEEE). In this role, it develops and delivers dedicated financial products and custom capital solutions to commercial building owners in the District of Columbia to fund clean energy retrofits and district energy projects. Through DC PACE, Urban Ingenuity is authorized by statute to issue up to $250 million of bonds for funding energy efficiency and renewable energy projects in the nation's capital. Through this work, Urban Ingenuity has developed specific expertise in working with nonprofit property owners and developers of affordable multifamily housing, completing the nation's first PACE financing of an affordable multi-family housing project, first HUD approved use of PACE in publically subsidized affordable housing, and the first use of tax-exempt financing for PACE.

Urban Ingenuity is also a member of the team that was competitively selected to administer Montgomery County's Commercial PACE (C-PACE) program. In this role, Urban is a partner to the County's Department of Environmental Protection and Department of Finance, specifically focused on assisting the C-PACE program in serving "CivicPACE" customers in the affordable housing and nonprofit sectors, facilitating project underwriting, lender education and engagement, capital sourcing, and underwriting projects to HUD financial and project development standards. In addition, UI has developed dedicated tools for both PACE secured and traditional solar Power Purchase Agreements (PPAs), specifically designed to meet the financial structures and credit underwriting challenges of non-profit affordable housing developers.

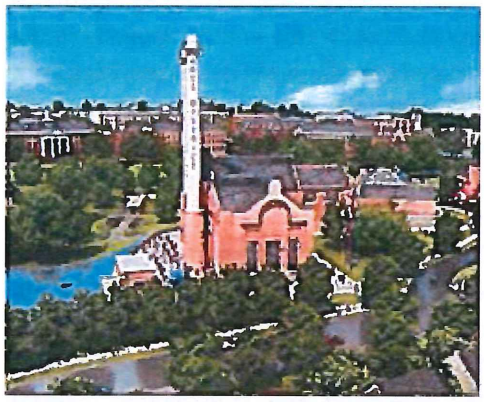
Urban Ingenuity, working with Urban Atlantic, has extensive private capital relationships to bring to bear in exploring the feasibility of micro-grids, resilient energy and battery storage projects, and the aggregation of solar energy projects. Urban Atlantic's financial services work includes six consecutive federal New Market Tax Credit awards, structuring over $2 billion in financing. It has raised over $700 million in the past six years from tax credit and market rate investors and lenders. In the past five years, Urban Atlantic has structured financing to implement over 60 acres of infrastructure projects including the redevelopment of the Arthur Capper Carrollsburg property and Rhode Island Row town center re-development in Washington DC, and master development of the New Carrolton, Maryland transit oriented development project, with projects across the mid-Atlantic region.

The Urban family of businesses is expert in creating public-private finance structures that maximize public funds and enhance community impacts. The firm has financed over a Billion in community developments utilizing New Markets Tax Credits (NMTC), Low Income Housing Tax Credits (LIHTC), FHA debt, Tax-Increment Financing (TIF), Payment-in-Lieu-of-Taxes (PILOT), taxable and tax-exempt bonds, state and local debt and grant programs and conventional debt and equity. Most recently, in the midst of one of the greatest economic crises in decades, the firm was able to close on the $108 million Rhode Island Station project in partnership with the DC Government, combining a FHA mortgage with NMTC's, a PILOT and a ground lease structure with the Washington Metropolitan Area Transit Authority.

URBAN INGENUITY

EXPERIENCE

Microgrid Development in Washington, DC - The Parks at Walter Reed



Urban Ingenuity served as the lead energy development partner to the real estate development team for the site of the former Walter Reed Army Medical Center in Washington DC. UI and its partners oversaw all aspects of microgrid architecture, planning, and pre-development including: site planning, engineering analysis, energy load modeling, equipment costing, and integrated financial modeling, and the administration of an RFP to select a final energy developer to implement and own the microgrid and district energy system for the site. Current project designs include development of multiple co-generation facilities to supply heating, cooling, and electrical energy through a closed-loop district-energy system including an island-able microgrid to 3 million square feet of real estate on a 66+ acre campus in the heart of the nation's capital.

Maryland District Energy System Development

Urban Ingenuity works with the developer of a mixed-used urban site in Maryland to support the deployment of a private district energy system that will serve more than 10 million square feet of new construction. Urban Ingenuity completed regulatory analyses, and is now proceeding to conceptual microgrid design and financial feasibility analysis, along with continued support on legal and regulatory negotiations with the utility and other key players.

URBAN INGENUITY

Team:

Bracken Hendricks | Chief Executive Officer

As CEO and founder, Bracken leads the implementation of Urban Ingenuity's vision: to finance and develop advanced energy infrastructure projects that speed the clean energy future. Bracken is a proven leader in designing programs that deploy energy efficiency, renewables, and distributed energy within the built environment, working in the private sector and with federal, state and local governments. Bracken is a senior fellow with the Center for American Progress, working on policy solutions at the interface of clean energy and economic development. He has served as an advisor to former President Bill Clinton and the Clinton Foundation on issues of job creation, energy innovation, and resilient urban development, and he helped establish the US Department of Energy's Better Buildings Challenge as well as clean energy portions of the American Recovery and Reinvestment Act. He was a founding Executive Director of the Apollo Alliance for good jobs and energy independence. Bracken holds a dual Master's degree in public policy and urban planning from the Harvard Kennedy School.

Ian Fischer | Chief Operating Officer

As COO and co-founder, Ian leads Urban Ingenuity's organizational structuring, strategic planning, financing programs, and energy performance contracting implementation. Prior to UI, Ian was the Vice President of operations at Clean Energy Solutions, Inc. (CESI), an energy efficiency consulting firm serving municipalities with the design and early implementation of comprehensive energy efficiency, renewables and water conservation financing programs and initiatives. Ian has extensive experience in municipal program design and delivery, clean energy finance, financial modeling, and economic development. Ian holds an MBA from the Yale School of Management and a BA in Biology from Brown University.

Shalom Flank | Microgrid Architect

Shalom Flank, PhD., became the nation's first "microgrid architect" a decade ago, as Pareto Energy's Chief Technology Officer. Dr. Flank has managed all technical and engineering aspects of Pareto's microgrid projects, from initial assessments and conceptual design, through full engineering and implementation. He has also overseen the development of Pareto's proprietary microgrid systems, such as the GridLink nonsynchronous interconnection technology. Dr. Flank was trained at MIT, where he studied energy engineering, economics, and policy. Dr. Flank has been a frequent advisor to commercial companies and public agencies on energy technologies, from helping the National Science Foundation assess the commercial viability of new photovoltaic and fuel cell technologies to working with cutting-edge companies commercializing clean energy and energy efficiency technologies. He served for a number of years as a program manager at the Defense Advanced Projects Agency (DARPA) and as a staff member at Lawrence Livermore National Laboratory and the U.S. House of Representatives, and has held appointments at Harvard and MIT.

APPENDIX III

ENERGY CONSULTANT

Bithenergy

Why Choose BITHENERGY?

BITHENERGY, Inc. offers intelligent strategies and full implementation services for managing energy consumption, smart grid infrastructure build-out, and the development of renewable energy systems. A certified Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE), BITHENERGY solves complex energy challenges with innovation and bold vision.

SOLAR GENERATION

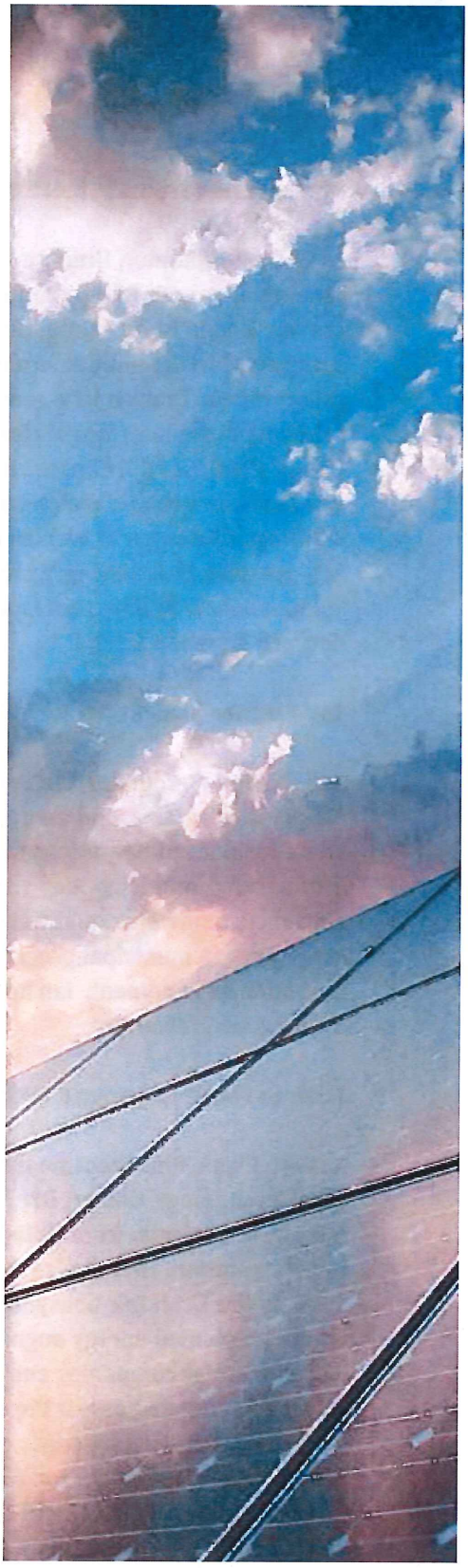
WIND GENERATION

ENERGY INFORMATION SYSTEMS

ENERGY CONSULTING

Award Winning Energy Solutions

BITHENERGY, Inc. is an award-winning energy engineering and technical services consulting firm that maximizes the business value and efficiency of each unit of energy produced and consumed. Last year, BITHENERGY was ranked 49 out of 400 Top Solar Contractors, and 8th out of 50 Top Solar Developers, by Solar Power World. We offer our government, corporate, and residential clients intelligent strategies, advanced information systems, innovative technologies, and full implementation services for managing energy consumption, smart grid infrastructure build-out, and the development of renewable energy systems. BITHENERGY solves complex energy challenges with innovation, bold vision and great attention to detail.



Bithenergy

Daniel Wallace

VP of Business Development



Mr. Wallace is an energy engineering professional with more than eleven years of relevant experience in energy engineering, renewable energy systems development, program management, financing strategy, systems implementation and integration, and operations and maintenance (O&M). Structuring complex renewable transactions including wholesale to retail and VANM projects throughout the United States and internationally. Mr. Wallace is responsible for managing a team of professionals who provide all renewable energy project development and management under all Bithenergy services, including renewable system financial modeling, construction financing, and debt/equity structures for multiple multi-megawatt utility scale projects. Daniel brings unparalleled experience and international presence to Bithenergy's team.

Relevant Project Experience

Chimes International, Maryland
Bithenergy

Designed a 700kW solar energy system on the Chimes International campus in Baltimore, MD. Chimes International was seeking to stabilize its energy prices and to enhance its "green" image and strategy. Bithenergy completed a ground mount array and three rooftop solar arrays. Bithenergy developed, constructed, and is managing the facility under a 20 year power purchase agreement with Chimes. Services provided include: design, construction, and management of solar energy system.

The Nixon's Farm Solar Incubator / HRES Training Facility, Maryland
Bithenergy

Bithenergy developed a renewable energy project located in Howard County, MD. The project includes: 10 MWAC solar photovoltaic facilities, and a Hybrid Renewable Energy System (HRES) training facility dedicated specifically to green technology training for youths and veterans.

Coppin State University, Maryland
Bithenergy

Coppin State University wanted to add solar to their campus in order to offset their utility bills and become a leader in renewable energy for surrounding universities. Services provided include project management, AC electrical, and DAS monitoring system.

Employee Highlights

- 47MW of renewable energy projects
- Microgrid Specialist
- Community Solar Integrator
- VANM Expert

Project Role

Mr. Wallace is responsible for all renewable energy project development and management, including design, construction, and implementation of multi-megawatt projects

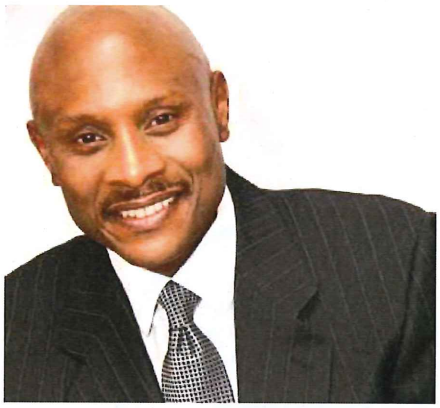
Education

M.S. in Electrical Engineering (pending)
Johns Hopkins University

B.S. in Electrical Engineering
Virginia Polytechnic and State University

ROBERT L. WALLACE

BITHGROUP TECHNOLOGIES, INC.



Robert L. Wallace, a native of Baltimore, has over 30 years of experience in a broad mnge of engineering disciplines and stmtegic information technologies. Mr. Wallace is the founder of numerous companies and is an internationally recognized expert in entrepreneurship development, technology implementation, and urban economic development. He, along with his international team of technology subject matter experts, have built up an impressive track record and background in the following technological areas:

- Energy Engineering
- Energy Information Systems
- Renewable Energy Systems
- Wireless Engineering and Security
- Network Engineering and Security
- Health IT Systems
- Biometrics
- IP Telephony

Mr. Wallace is an internationally known and respected entrepreneur, business consultant, and published author. He has advised Mayors, Governors, and corpomte executives on the issues of technology implementation, enterprise architectures, system development, and stmtegies for maximizing operating efficiencies and governmental operations via strategic investments in technology. He is the immediate past chairman of the State of Maryland Information Technology Board (ITB), which advises the Governor and the State CIO on information technology matters. He also served as IT Consultant to the Information Technology Board (ITB) of Baltimore City Government. As a member of the Governor's Advance Technology Commission for the State of Maryland, Mr. Wallace helped to chart a framework for the flourishing of the hi-tech economy in Maryland. This commission worked to identify the strengths and weakness of Maryland's business climate, assessing successful initiatives in other pro-business states and submitted detailed recommendations to the Governor for igniting further growth in Maryland's hi-tech economy. Wallace has earned special recognition from local, state, national and international governments for his work in technology implementation and entrepreneurship development.

EDUCATION

Dartmouth College,
M.B.A. Master of Business Administration, 1984

University of Pennsylvania,
B.S.M.E Bachelor of Science in Mechanical Engineering and Applied Mechanics, 1978

Sojourner-Douglas College,
Doctorate of Humane Letters, 2000

YEARS WITH FIRM

24 years

BOARD MEMBERSHIPS

- Mayor's Coalition on Supplier Diversity and Inclusion
- State of Maryland Economic Development Commission
- Baltimore Workforce Investment Board
- Central Regional Minority Supplier Development Board
- Kennedy Krieger Institute
- American Association of Blacks in Energy
- Global Vessels, Inc.
- State of Maryland Information Technology Board
- State of Maryland Advanced Technology Commission
- State of Maryland Minority Business Reform Commission
- NMSDC Maryland/Virginia/DC Chapter
- Maryland Liberia Sister Cities
- Columbia Union Adventist Service Industries

ENERGY CONSULTANT

ABOUT POWER52

WHY CHOOSE POWER52?

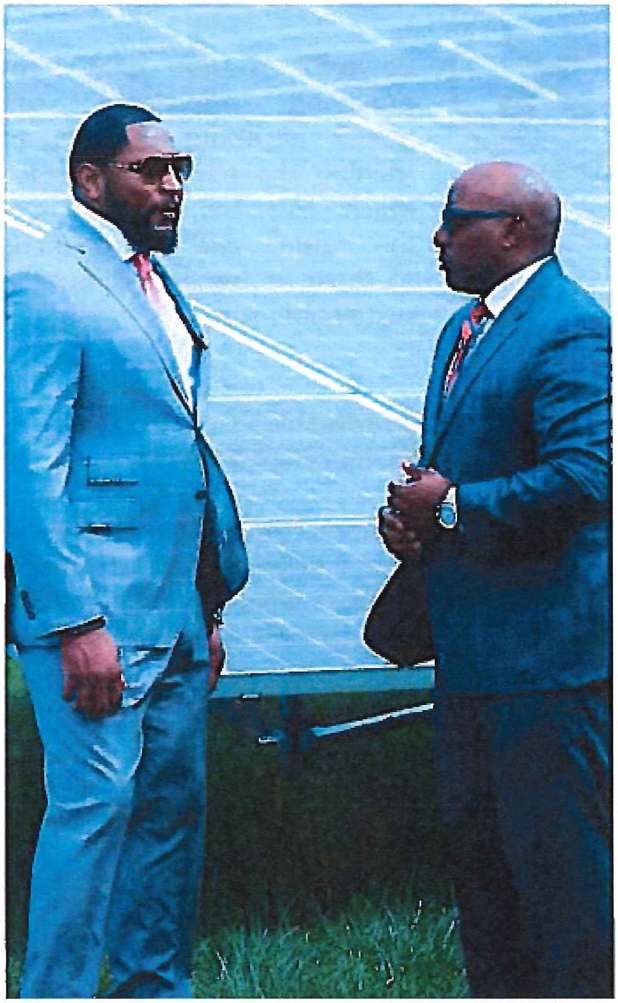
Power52 is a Baltimore based company established to provide technical and development services to create renewable energy projects aimed to reduce the cost of energy for low-income communities and families. Power52 solves complex energy challenges with innovation and bold vision.

The renewable energy projects created allow our organization to offer jobs for low-income individuals in disadvantaged communities that are struggling financially; training for those interested in pursuing a career in the renewable/ energy sector as well as scholarships for those individuals unable to attend a trade school or college due to lack of financial resources.

In addition, Power52 is a registered supplier in MD, VA, MASS, NY, NJ, PA, DEL, and parts of NC. As a Power Supplier, Power 52 focuses on supplying affordable clean energy to moderate and low-income households prominently located in distressed communities. By registering to receive clean energy from Power52, our residential customers not only save money, they directly impact the training and job creation programs associated with the construction of community based solar generation facilities.

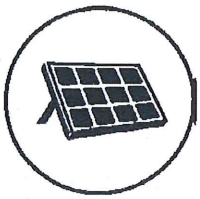
P52 commercial partners also participate in building community based training and job creation programs. As a commercial partner, your solar generation facility will be constructed and maintained by participants/graduates of the Power52 training program. Jobs for the local community, energy savings for our P52 partners.

POWER52 PROVIDES AFFORDABLE SOLAR POWER TO INNER CITY COMMUNITIES, BUILT BY THE RESIDENTS FOR THE RESIDENTS.



Power52.org | 410.203.1255

SERVICES



SOLAR PRODUCTION

Power52 programs generate 100% solar power exclusively for low income residents. These facilities are built directly in the communities they serve by the residents living there.



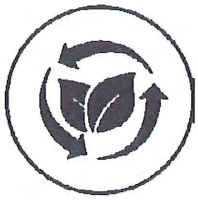
TRAINING PROGRAMS

Power52 is not only about providing affordable solar power - it's about educating and training the people it impacts. Much like the power itself, the future and opportunities of those it benefits should be sustainable too.



COMMUNITY RE-INVESTMENT

Power52 transforms abandoned inner city lots into attractive solar facilities which provide training, employment opportunities and affordable power. It creates strong, proud, and invested communities.



CARBON OFFSET

Helping future generations is one of Power52's primary goals and lowering our carbon footprint through clean energy is just one of the many ways the program does so.



JOB CREATION

Creating sustainable community well-being is about jobs, and through Power52's programs there are many opportunities available for the community members involved.



PROJECT EXPERIENCE

MASSACHUSETTS SOLAR PROJECTS*

These projects include four separate locations throughout the state. The systems are ground mount solar power plants located across 4 different municipalities, totaling 7.4MW. Each ranging in size from a 400kW system up to a 3.7MW solar module install. The project sites vary from greenfields to landfills. Each project entered into a separate PPA. The team structured the financing for all 4 systems, worked with the developers and the municipalities to finalize and execute the PPAs, and managed the construction of all four sites.

**Projects mentioned were developed by Rob D. Wallace, Director of Technical Sales at Bithenergy*



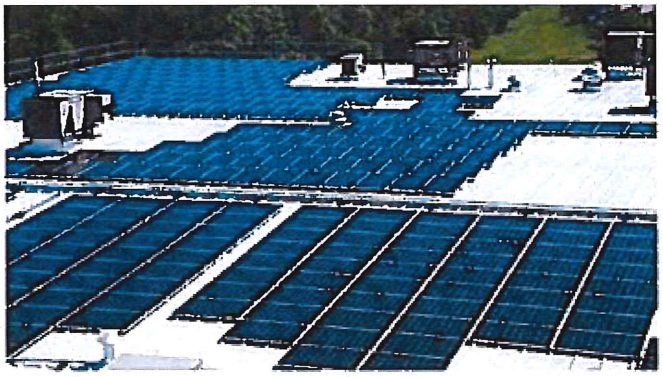




CHIMES ROOFTOP*

This project consist of a four phase, 3.4 MW solar power solutions for, Baltimore based, Chimes International. The CHIMES portfolio includes four rooftop systems and two ground-mounted system located between Baltimore City, Baltimore County, and Howard county sites. Additionally, after the completion of phase 4 of the CHIMES solar solution, CHIMES International will be one of the first carbon neutral or post carbon economies in the country. The team originated, arranged financing, managed construction, and negotiated/executed the 20 year PPA for CHIMES International.

**Projects mentioned were developed by Rob D. Wallace, Director of Technical Sales at Bithenergy*





TEAM AND CONTACT

ROB D. WALLACE

PRESIDENT AND CEO, POWER52 INC.



Rob (Daniel) Wallace is the Founder and a Principal in Power52 Inc. and Chairman of the Power52 Foundation board, with over 70MW of solar and clean energy projects under his belt. As both an Electrical & Energy Engineer, project manager and business consultant, Mr. Wallace has over 11 years experience in program management, renewable energy systems design and development, systems implementation, training and technology management. Mr. Wallace also has worked in the power market, focusing on frequency response, energy arbitrage and battery storage.

RAY LEWIS

VICE PRESIDENT, POWER52 INC.



Ray Lewis is a Principal in Power52 Inc. and serves as Co-Chair on the Power52 Foundation board. Ray Lewis was born in Bartow, Florida, in 1975. The oldest of five children, Lewis became a football star at Kathleen High School and was recruited to play at the University of Miami. In 1996, Lewis was a first-round pick of the Baltimore Ravens. He led the team to a Super Bowl victory in 2000, and was named Defensive Player of the Year that same season. In 2013, Lewis led the Ravens to another Super Bowl victory. He retired in 2013.

POWER52, INC.
3545 ELLICOTT MILLS DRIVE
ELLICOTT CITY, MD 21043

PHONE: 410 203 1255
EMAIL: INFO@POWER52.ORG
FACEBOOK, INSTAGRAM, TWITTER:
@POWER52OFFICIAL

SUSTAINABILITY CONSULTANT

JASON S. JANNATI

SUSTAINABILITY AND COMMUNITY DEVELOPMENT DESIGN



Jason's main focus is to redevelop real estate to produce clean power and clean food. By integrating renewable power systems and urban agriculture strategies, society can be revitalized to become more resilient, sustainable and economically viable.

EDUCATION
Howard Community College,
Columbia, MD - Associate's Degree
September 2004- June 2006.

TOTAL YEARS EXPERIENCE
11

EXPERTISE

- Renewable Power
- Development Vertical Farming Policy and Advocacy
- Team Management
- Project Management

PROJECTS

FT. MEADE HOUSING
2,700+ energy + water upgrades among base housing

AWARDS

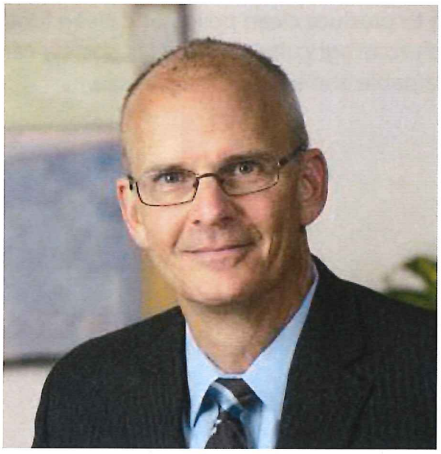
- Baltimore Sun Top 10 Under 30 to Watch
- 2011 SBA Young Entrepreneur of the Year.
- Honorary Resolution by Howard County Council for Job Creating
- U.S. Chamber Blue Ribbon Small Business Award
- Empact Too's List of Top Too Entrepreneurs

APPENDIX III

LAND USE ATTORNEY

TODD D. BROWN

ATTORNEY | SHULMAN ROGERS GANDAL PORDY ECKER



Todd D. Brown is well-known for his client focus, detailed knowledge of the people and processes affecting land use and for delivering successful results in a timely, predictable manner. He regularly guides individuals, local, regional and national clients and their technical consultants through complex legislative, master plan, zoning, subdivision and site plan approval processes in Howard County and Montgomery County, Maryland.

With more than 27 years' experience, Todd graduated from the University of Maryland School of Law with honor, has received Martindale Hubbell's AV Preeminent rating (highest level of professional excellence), and is recognized as a Top Rated Lawyer in Land Use and Zoning. He has also been honored with multiple selections on the Maryland SuperLawyers listings, which recognize the top five percent of attorneys in the area.

EDUCATION

University of Maryland School of Law,
J.D., with honors, 1989

University of Maryland,
B.S., 1984

BAR & COURT ADMISSIONS

- Maryland
- District of Columbia

HONORS & AWARDS

- Maryland State Bar Association, 1989-Present
- Montgomery County Chamber of Commerce, Board of Directors
- Howard County Chamber of Commerce
- Salvation Army Advisory Council for Montgomery County
- Greater Bethesda-Chevy Chase Chamber of Commerce, Past Member, Board of Directors
- Greater Silver Spring Chamber of Commerce, Past Member, Board of Directors
- Silver Spring Urban District Advisory Committee
- Maryland-National Capital Building Industry Association, Member
- Legislative Liaison Committee
- Development Review Process Subcommittee
- M-NCPPC Ad Hoc Committee

REPRESENTATIVE MATTERS IN HOWARD COUNTY

» Downtown Columbia - Drafting and approval of the Downtown Columbia Master Plan, Downtown Redevelopment Zoning Regulations, Adequate Public Facilities Act, and other legislation for the mixed-use redevelopment of the Town Center of Columbia, Maryland. Master Plan and Zoning Authority has been obtained for an additional 14 million square feet of development, including 4.3 million square feet of office, 1.25 million square feet of retail, 6,244 residential units and 640 hotel rooms.

» Downtown Columbia - Drafting and approval of the Development Rights and Responsibilities Agreement (DRRA) that governs the redevelopment of Downtown Columbia.

» Downtown Columbia - Area 7 - Crescent Neighborhood - Final Development Plan approval for the New Cultural Center containing 112,346 square feet of cultural uses, including a new 360-seat dinner theatre and two black box theaters (450 seats), and 202 residential units.

VERTICAL FARM ENGINEER

PENNY MCBRIDE

FOUNDER | VERTICAL HARVEST



EDUCATION

Antioch University, 2004

Colorado State University
B.A. Political Science; Sociology
Minor, 1986

YEARS WITH FIRM

13 years

CERTIFICATIONS

- Home Energy Rating Specialist Rater (HERS), 2009
  Certified as a HERS Rater to energy model and inspect residential homes to meet the guidelines set by the Department of Energy
- Leadership in Energy and Environmental Design for Homes (LEED-H), 2008
  Certified as LEED-H Rater. Oversaw compliance measures with builders, architects and subcontractors to eet United States Green Building Council certification standards.
- Leadership In Energy and Environmental Design Accredited Professional
- Certified LEED-AP by the United States Green Building Council
- Seattle City Light 2003-2004
- Sustainable Building Advisor Certification Program
- Natural Home Building Certificate Program

EXPERIENCE

» Conceptualized and developed idea of three-story hydroponic greenhouse

» Raised $3.8 Million in capital through equity, donations and grants for business start-up and construction capital

» Managed the business development process with an *LC3 model (see footnote)

» Fostered community partnerships for fundraising,program partnerships and product development

» Implemented an integrated employment model to hire citizens with developmental disabilities

» Established customer base for sale of produce with restaurant, grocery and regional distribution partners

» Developed product list of produce to be grown at the greenhouse

» Identified and procured products for sale in on-site retail space

» Developed start-up protocol for greenhouse staff and production measures necessary to meet start-up goals

MAJOR PROJECTS

GRAND TETON NATIONAL PARK WASTE UTILIZATION STUDY, 2011
Assessment of organic waste in Grand Teton National Park; categorized organic waste sources and outlined methods for processing and utilizing materialin a cost effective manner to reduce future fee's and impacts of hauling while creating an end product.

ROCKY MOUNTAIN BIOCYC/E CONFERENCE, 2009
Collaboratively organized a multi-day conference focused on the utilization of organic material regionally and nationally. Facilitated workshops, speakers and industry representatives for an overview of existing programs and opportunities.

LEED-H AND HERS CONTINUING EDUCATION UNIT (CEU) COURSES, 2008
Facilitated and organized CEU courses for Realtors, builders and architects focusing on LEED-H and HERS standards.

PROJECT COORDINATOR FOR FOOD WASTE PILOT PROJECT, 2007
Recognized as the New Recycling Program of the Year by Wyoming's Solid Waste and Recycling Organization.

YELLOWSTONE BUSINESS PARTNERSHIP, 2006
Design team member for the Greater Yellowstone Framework for Sustainable Development,a regional framework for sustainable building and development targeting regional issues.



ReImagine...
LONG REACH
VILLAGE CENTER

ReImagine Long Reach Village Center PROPOSED PLAN



Howard County, Maryland
Department of Planning and Zoning
October 2016

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Aerial of Long Reach Village Center and surrounding community, looking east

INTRODUCTION

Project Overview

Plan Purpose

The purpose of the *Relmagine Long Reach Village Center Plan* is to document Howard County's objectives for revitalization of the Long Reach Village Center (LRVC), potential land uses, and potential techniques the County may use to facilitate revitalization.

The plan builds upon many months of community conversation as well as previous plans and studies.

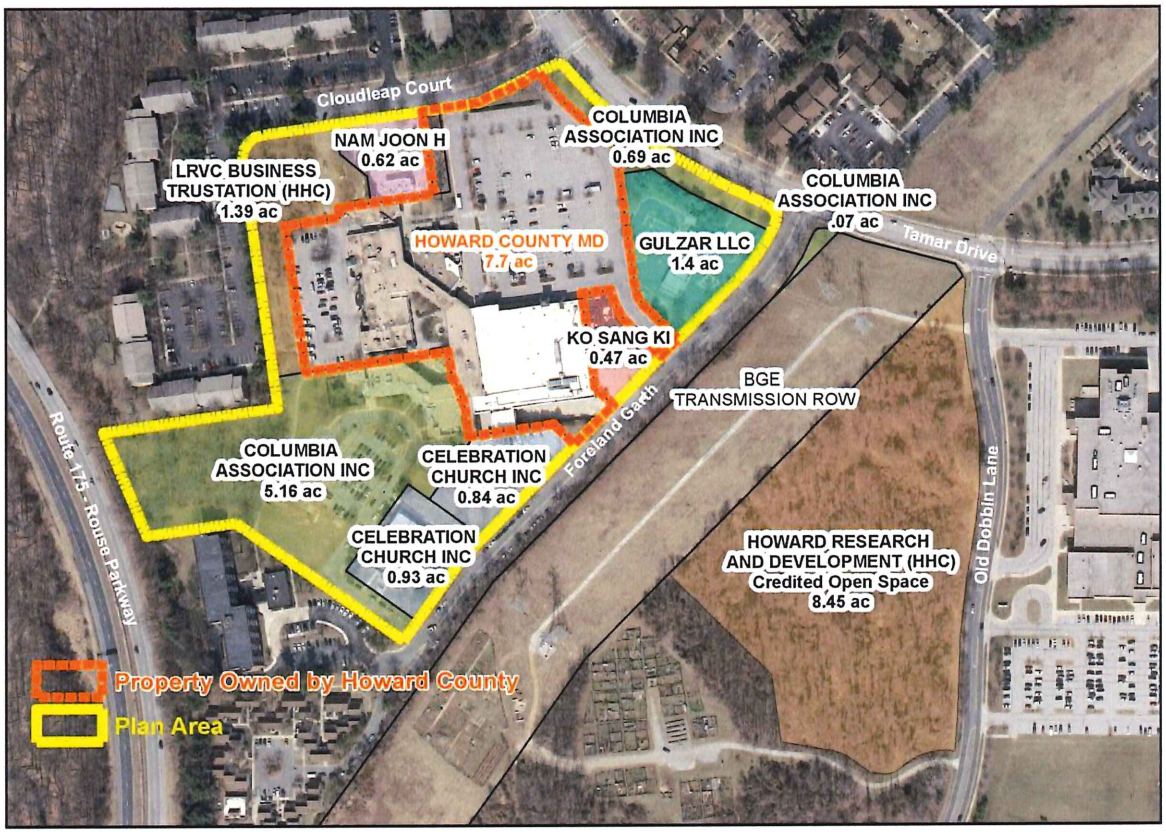
Rather than identifying one preferred concept for a revitalized LRVC, the plan presents multiple concepts for illustrative purposes only. These concepts are provided in Appendix A. The County recognizes that many different concepts, including those not specifically documented in the plan, could meet the County and community's objectives for a revitalized LRVC.

Plan Area

The plan area includes all of the area bound to the north by Cloudleap Court and Tamar Drive; to the east by Foreland Garth; to the south by the Longwood Apartments; and to the west by the Timbers Apartments and Route 175. This area encompasses 19.1 acres.

As of the writing of this plan, Howard County owns 7.7 acres within the plan area, which includes the former Safeway grocery store space and the in-line retail and upper-floor office space. Columbia Association owns the Stonehouse and Columbia Art Center and related parking as well as several open space parcels. The plan area also includes several smaller parcels owned by separate entities.

The plan area is the same area identified by the Howard County Council as an Urban Renewal Area, as shown on Exhibit B within County Council Resolution No. 22-2014.



Property owned by Howard County, plan area, and property owners within the Relmagine Long Reach Plan area

Background and History

Long Reach Village Center opened in 1974 to serve the Long Reach Village residents with a grocery store anchor, retail shops, restaurants, and the Stonehouse community center.

Before the LRVC opened, early village residents came together in a town meeting and voted for an arts and crafts theme for the village center. When the LRVC opened, it included a visual art center in keeping with that theme. Columbia Association's Art Center now operates within LRVC.



An early photo of Long Reach Village Center, courtesy of Columbia Archives – a service of Columbia Association

For decades, the LRVC provided the everyday shopping needs of village residents with little area competition.

Recent Events

In recent years, new grocery options have emerged in close proximity to the LRVC. Five grocery stores are within a six-minute drive of the LRVC, including two Giant stores, a Food Lion, Trader Joe's, and Wegmans.

Amidst this expansion in nearby grocery store competition, in 2011 the Safeway grocery store closed its store in the LRVC. Family Market, an ethnic grocer, opened briefly, but closed in mid-2013. The anchor space then sat vacant, and the shopping center showed signs of disinvestment.

Facing decline of the shopping center, and given concerns about vacancies, poor maintenance, security and impact on neighboring property values, members of the community asked for County involvement.



Vacant grocery space within the LRVC

On March 5, 2014, the Howard County Council passed legislation that declared the Plan Area to be an Urban Renewal Project area.

In October 2014, Howard County purchased a portion of the Long Reach Village Center (excluding the former Safeway building). In February 2015, the County purchased the Safeway building.



Neglected LRVC message board

Overall Market Trends

In 2014, Howard County Government and Columbia Association completed a market study of Columbia's village centers and their relationship to the former GE Appliance Site and the Dobbin Road and Snowden River Parkway commercial areas.

The *Columbia Market Study*, prepared by a consultant team led by Retail and Development Strategies, LLC, assessed the village centers individually and offered recommendations for future uses.

Columbia Market Study
Findings for LRVC

- Nearby grocery operators present far more competition for the LRVC than other village centers
- Closure of two prior grocery operators at the LRVC has had a significant effect on the center's competitive position, and the grocery-anchored village center model may no longer be viable
- Design of the LRVC does not meet contemporary planning and design principles, which would place the center and retail closer to roadways in more visible locations

Columbia Market Study
Recommendations for LRVC

- A shift in use from primary retail to community and institutional uses is warranted
- An arts theme is one opportunity for the LRVC that would complement the Columbia Art Center
- Design updating and enhancements are needed for storefronts, signs, facades, landscaping, and the entrance to Columbia Art Center should be more visible
- Potential redevelopment of the LRVC could include new housing, though timing of any new housing will depend on market response to precedent residential development in Wilde Lake, as well as the pace of absorption of new housing in Downtown Columbia



Coin laundry shop in LRVC



Frontage of Columbia Art Center

Market for the Arts

In 2015, Howard County Government completed an evaluation of the need for arts facilities in Howard County.

Prepared by Webb Management Services, the *Needs Assessment for Arts Facilities* specifically addresses the opportunities for a revitalized LRVC in addition to the redevelopment of Downtown Columbia.

The study concluded that different types of arts facilities make sense in Downtown Columbia versus the LRVC:

- For Downtown Columbia, a new performance and education center would function as a high-profile regional facility
- For the LRVC, there is an opportunity for artist-focused facilities for working, selling, teaching, sharing, building, storing, administering and even living

The study went on to suggest specific types of spaces for the LRVC:

- Artist work/sell/exhibit (and perhaps even live) space, to include: 10 or more artist studios, shared storage, exhibition space, retail space, and an administrative office
- Studio spaces with sprung floors, pianos, high ceilings
- Classrooms (wet and dry), administrative and meeting space
- Shared production space, including shop, costume and storage, potentially in the former grocery store

These creative spaces were noted to offer potential to advance the County's relatively undeveloped cultural sector. The study indicated such spaces could be part of multiple development options at the LRVC.

Residential Market Assessment

As part of the ReImagine Long Reach effort, Howard County Government engaged Real Property Research Group to conduct a more targeted assessment of market-supported opportunities for new housing at the LRVC. The *Opportunity Assessment* found that there is market support for new housing in the Long Reach market area. Additional findings are provided below.

Consultant's Identification of Target Markets

- Location will be the driving force for the target market, and the LRVC is situated between two designated growth areas: Downtown Columbia and Route 1
- Housing within the LRVC should not compete for the target markets Downtown Columbia and Route 1 will likely attract
- Downtown Columbia will attract younger professionals and those working in Columbia seeking an urban enclave rich in amenities
- Route 1 will attract commuters seeking proximity to major highways and to Fort Meade
- LRVC housing could effectively target three groups: families, mid-career singles, and empty nesters
- Families desire lower density products, while mid-career singles seek larger two bedroom units
- Empty nesters seek upscale and oversized units. Even though active adults are a target market, housing restricted by age is not recommended for the LRVC as the restriction would limit the target market for the community

Consultant's For Sale Recommendations

- There is market support for a for sale community in the LRVC, and the consultant recommends 100 to 125 units, specifically a stacked flat product with individual garages

Consultant's Rental Recommendations

- LRVC is a good location for a rental community
- There is an opportunity for an estimated 132 rental units within the LRVC, which would absorb half of the projected demand for units in the market area
- Garden apartments would provide the highest density and return on the property
- Townhome units would offer a lower density while targeting larger households
- Stacked flats are a new option in the rental market that could attract larger households as well as those seeking an integral garage

Consultant's Recommended Community Amenities

- Whether rental or for sale, the consultant recommends the community offer an amenity package to create neighborhood appeal
- Recommended amenities include: a clubhouse with fitness center and playground, an outdoor grilling area and a dog park

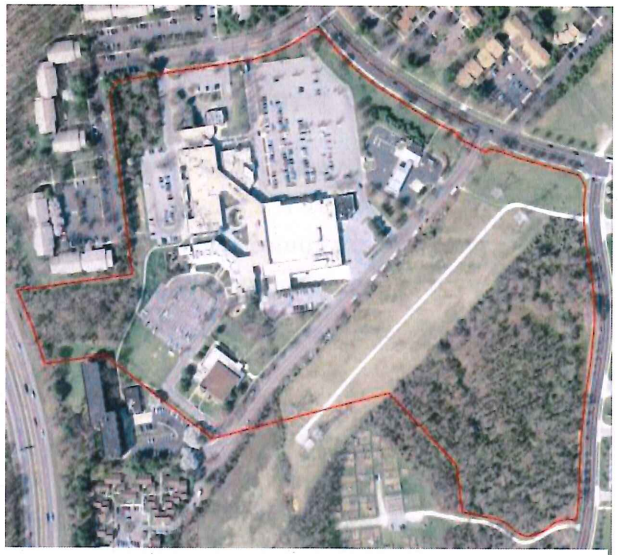
Long Reach Village Center Community Plan

In 2012, the Long Reach Community Association prepared the *Long Reach Village Center Community Plan* (LRVCCP). The plan provides guidance from the Village to the County and developers on the Long Reach Community Association's vision and desired planning concepts as the village area changes over time.

Note that the Village Center boundary area, as identified in the LRVCCP, is loosely defined and extends further east than the ReImagine plan area to include the utility line right of way and open space to the east.

Vision for LRVC from LRVCCP:

- Serves not only Long Reach residents but also a more global audience
- Accommodates businesses that may include usual village center mix of retail stores but also unique destination retailers



The Village Center boundary, as identified in the LRVCCP, extends further east than the ReImagine plan area

- If a mixed-use redevelopment approach is used, the commercial, residential and recreational use must be proportionately divided with the main emphasis on the commercial and recreational components

Goals for LRVC from LRVCCP:

- Support commercial success for the village center owners and merchants
- Make the village center a destination point for shoppers
- Make the village center a vital part of the Long Reach residents' lives
- Improve the connectivity of the village center to surrounding shopping areas, and Blandair Park by improving and increasing the public walkways/pathways and bicycle paths/lanes
- Ensure that adequate public transportation sites are included in any future redevelopment plans
- Retain and enhance current assets – Stonehouse, the CA Art Center, Interfaith Center, open space

Mix of Uses from LRVCCP

- Retail component should be the most important part of any redesign of the village center in a way that will enhance daily lives of residents of Long Reach and surrounding neighborhoods

- Housing in the village center could help attract unique businesses, increase foot traffic, and provide a vibrancy to the village center
- Community/recreational component must be included

Desired Components from LRVCCP

- Provide wayfinding signage
- Provide adequate parking
- Incorporate green building standards, water conservation, and native plantings
- Retain current community uses (Stonehouse, CA Art Center, Interfaith Center, and Howard County Police Substation)
- Include an outdoor plaza that encourages community engagement and provides an aesthetic element
- Include space for outdoor/exterior art work displays (tying to CA Art Center's presence)
- Use open space for recreation
- Include public transportation sites
- Incorporate walkways/pathways and bicycle paths/lanes
- Include bike racks

Guiding Principles for the 21st Century Planned Community of Columbia

Columbia Association recently established "Guiding Principles for the 21st Century Planned Community of Columbia." These principles are organized in five categories and focus on the characteristics that make Columbia Distinctive:

1. Diversity
2. Stewardship
3. Land Use and Design
4. Neighborhoods and Destinations
5. Community Facilities and Services

The guiding principles provided in that document are a set of values and establish expectations for Columbia as it continues to evolve and change.

One principle under the category Neighborhoods and Destinations is specifically relevant to Long Reach Village Center's revitalization:

> "***Village Centers***. To maintain the vitality of Columbia's village centers as important local destinations and service and social hubs, village centers within highly competitive environments should be repositioned with alternatives to an anchor grocery store and with the potential addition of residential uses.
>
> For the other village centers, incremental change should include enhancements to the mix of retail and food and beverage offerings, and the potential addition of residential uses. It is important to maintain and enhance the village centers as mixed use community focal points that provide places for people to gather and socialize as well as live, shop and access programs and services."

Community Conversation

Understanding the community's preferences for revitalization has been an important part of the ReImagine Long Reach Village Center planning effort. The County held a series of meetings to gather community input.

Community participation has exceeded expectations. Over 150 community members attended the kickoff meeting in April of 2015. That meeting – and each of the subsequent meetings in the series – featured both high attendance and thoughtful discussion.

Proposals to revitalize the site should seek to include the community's preferences, to the extent possible.

Use Preferences

Long Reach Village Center should include a mix of uses, with retail and commercial remaining a prominent component.

A combination of anchor uses, which could include non-retail anchors such as governmental and non-profit/institutional uses, are desired.



Participants at ReImagine Long Reach community meeting

Dining establishments are strongly preferred by the community. Stores that provide food for home preparation are also preferred, particularly to meet the everyday needs of nearby, transit-dependent residents.

Since a traditional grocer is unlikely, alternatives could include a smaller-format food store, a pharmacy, a convenience store, a farmers market or other venue offering food for home preparation.

Echoing a preference expressed by village residents in 1972, current community members prefer that arts and culture be part of the LRVC use mix.

Most community meeting participants are open to housing being added to the Village Center use mix, recognizing the foot traffic new residents would bring for retailers.

More specific examples of community use preferences are offered on the next page.

Community Preferred Uses from Five Public Meetings for Long Reach Village Center	
Category	**Examples from Community Comments**
Dining and food service	Sit-down restaurants, casual dining, takeout, coffee/tea, ethnic/specialty dining, bakery, liquor store, microbrewery, bagels
Art and culture	Art center, theater, music, entertainment, art supplies, reading room, dance, photography, arts education
Food at home	Specialty/ethnic grocery store, convenience store, farmers market, other businesses selling food to be prepared at home
Health and fitness	Recreation center, gym/fitness center, yoga, indoor/competitive pool, bike shop, dog park, kids play zone
Government and non-profit	Community center, senior center, youth center, library, police station, education, practicum (for example, restaurant practicum)
Medical	Urgent care, walk-in clinic, pharmacy, dental, optical, doctors' offices, physical therapy
Services	Daycare, salon/barber shop, dry cleaner, car wash, bank, shoe repair, tutoring and educational services, professional offices
Other retail	Specialty shops, small shops, consignment, apparel and shoes, hardware, home furnishings/décor
Housing	Broad category can include specialized housing (senior, artist) as well as non-specialized and multi-generational
Places of worship	Meeting places for congregations

Design Preferences

Community members prefer a design that is more open than the current inward configuration. Redesign should make uses more visible to surrounding roadways.

Expanded connections to allow people walking and bicycling to and from the LRVC and surrounding uses are preferred.

Public gathering space is important to community members, who prefer aesthetically enhanced space with trees, landscaping, and programmed activities.

Objectives

Howard County's objectives for the revitalization of the LRVC are listed below. These objectives build from community preferences, the 2012 Long Reach Village Center Community Plan, Columbia Association's Guiding Principles, and general planning principles, , including those expressed in *PlanHoward 2030*, the County's General Plan. *PlanHoward 2030* supports more vibrant, connected, and multimodal village centers. Further, PlanHoward 2030 envisions that village centers which redevelop will feature more sustainable and vibrant gathering places.

Proposals to revitalize the LRVC must meet these objectives.



Existing businesses at the LRVC

Economic Sustainability

- Provide opportunities for existing businesses and attract new businesses to LRVC that support the needs of the Long Reach Village and Columbia.
- Improve the visibility of the LRVC from Tamar Drive, Cloudleap Court and Foreland Garth to support business viability.
- Incorporate appropriate signage.
- Encourage the development of housing options to provide an on-site demand for goods and services.

Connectivity

- Create a network of pedestrian/bicycle pathways to formally connect the LRVC with neighboring properties and existing CA pathways. This network will consist of: new pedestrian connections with crosswalks, and existing or new internal streets in new alignments. Streets may be public or private.
- Maximize the impact of public transit facilities by locating them within the LRVC to support commercial operations and community uses.
- Ensure that LRVC is visibly and physically accessible, convenient, and comfortable. New pathways should have lighting that is scaled appropriately for users and enhanced with landscaping.



Internal drive aisle leading into LRVC

Community Spaces

- Ensure that expanded or enhanced public spaces are appropriately sited to function as an integral part of development to provide public interaction and gathering.
- Require that public spaces provide landscaping and offer benches or other types of outdoor seating.
- Retain and enhance the existing institutional uses (such as Stonehouse and Columbia Art Center) and provide opportunities for new institutional uses (such as governmental, educational, and nonprofit uses) that complement the existing assets.



Landscaping in front of the Columbia Art Center

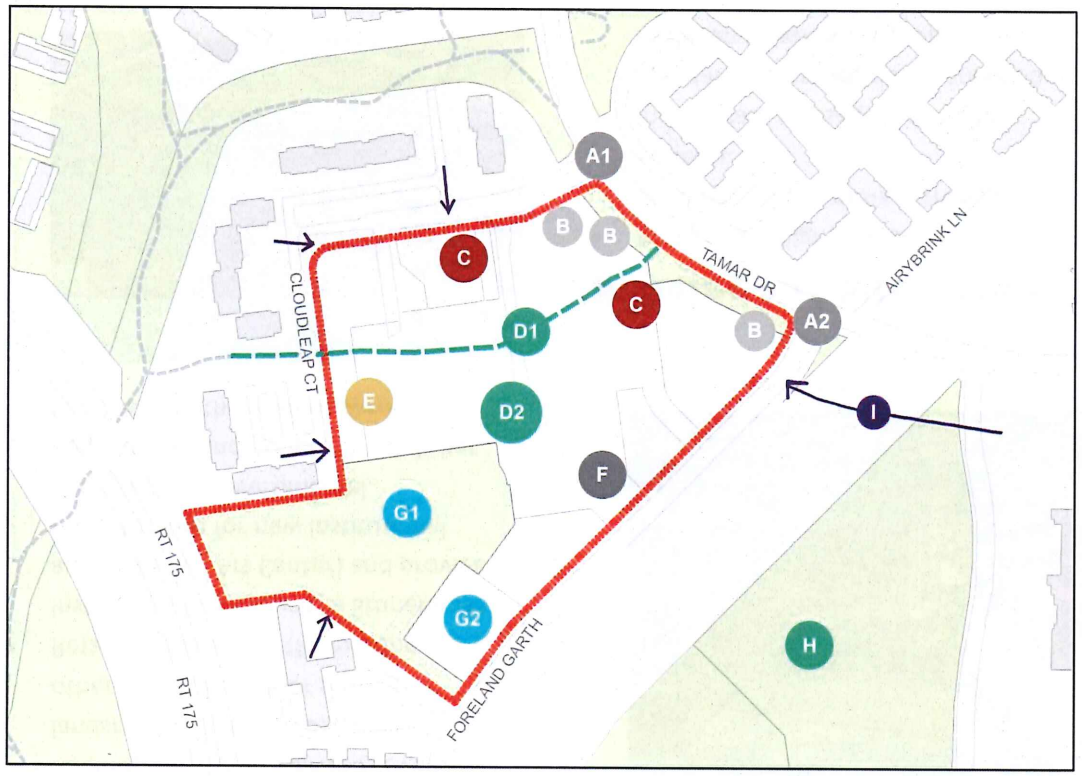


Existing building at the LRVC

Building and Site Design

- Incorporate high caliber, green building and site design strategies and systems.
- Incorporate massing and height standards to appropriately transition between neighboring properties.
- Enhance the aesthetic quality of the LRVC by screening and appropriately siting parking, loading, and mechanical systems.

CONCEPTUAL DIAGRAM



The conceptual diagram offers an illustration of how Howard County's objectives for the revitalization of the LRVC could be met. The diagram is hypothetical and does not represent an actual proposal to redevelop the LRVC.

The concept is holistic in that all parcels within the LRVC are part of the diagram, not just the parcels owned by Howard County.

A1 – Gateway feature, main entrance: an enhanced entrance to the LRVC from Tamar Drive off of Cloudleap Court that conveys a sense of arrival. Opportunities to calm traffic near LRVC gateway entrances along Tamar should be explored.



Gateway crosswalk and landscaping

A2 – Gateway feature, secondary entrance: an enhanced entrance to the LRVC from Tamar Drive off of Foreland Garth.

B – Corner gateway markers: features that include signage for the LRVC.



Gateway marker with signage

C – Commercial and potentially institutional uses fronting along streets: stores, shops, offices or other commercial or institutional (which could include governmental) uses which provide opportunities to fulfill the day-to-day needs of the village residents, such as food stores, specialty stores, service agencies, financial institutions, personal services, medical services, and restaurants.



Commercial uses fronting street

D1 – Central pedestrian walkway: an accessible, primarily pedestrian-oriented promenade connecting the various village center buildings.



Pedestrian promenade

D2 – Central community amenity space: outdoor, public, village green, plaza or square, which has both hardscape and softscape elements to include public seating features. A vertical element, potentially public art, could be part of this space.



Central community gathering space

E – Residential uses: provide an on-site demand for goods and services, thereby supporting and enhancing, but not overwhelming, other uses in the village center.



Multifamily residential uses

F – Surface parking: supports village center uses and is appropriately sited and screened.

G1 – Community and/or institutional uses: these potentially could include, but are not necessarily limited to recreational, civic, governmental, or other institutional activities and may be co-located.

Columbia Association owns Stonehouse and the Columbia Art Center, and is open to proposals to replace and relocate these facilities within the plan area, provided that new facilities offer improved design, function and economic vitality of the LRVC.

G2 – Community and/or institutional uses.

H – Enhanced community open space: community gardens potentially to be expanded.

I – Enhanced connectivity to surrounding properties, including Long Reach High School and other uses.

ZONING AND LAND USE

New Town Zoning

The LRVC is within the New Town (NT) Zoning District, a zone unique to Columbia that comprises over 14,000 acres. At the zoning district level, New Town allows for a broad range of land uses and sets requirements in terms of open space and housing density. The Howard County Zoning Regulations define a Village Center within this zone, as previously described.

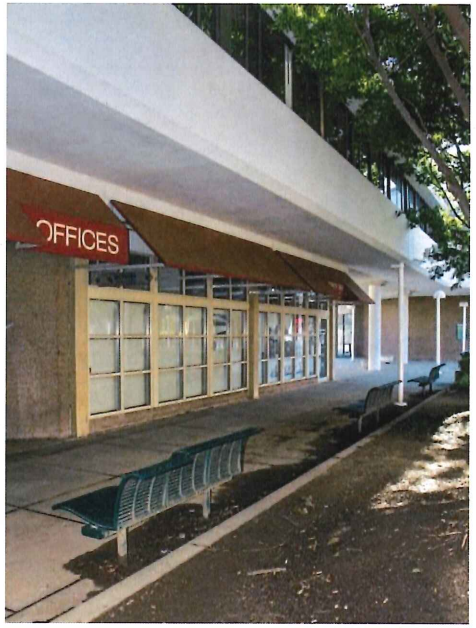
Development within the New Town zone requires four major steps: 1) Preliminary Development Plan, 2) Comprehensive Sketch Plan, 3) Final Development Plan, and 4) Site Development Plan. As a developed site, these four major steps have already been completed for LRVC.

The **Preliminary Development Plan** (PDP) maps the general location of land uses, major roads and major public facilities. There is one PDP for all of New Town that was originally approved in 1965.

The **Comprehensive Sketch Plan** (CSP) covers a portion of the NT District and establishes specific location and acreage of land use areas, number and type of dwelling units, and specific location of roads, open space, schools and other public or community uses. It also includes criteria that in most other areas of the County would be set by the Zoning Regulations, such as: permitted uses, minimum lot sizes, parking requirements, setbacks, building heights, and other development regulations.

The **Final Development Plan** (FDP), the third major step, provides exact boundary descriptions and acreage for land use areas shown on the Comprehensive Sketch Plan and includes the detailed criteria approved with the Comprehensive Sketch Plan. The FDP is the permanent record of land use controls for NT properties.

A **Site Development Plan** (SDP) is the final step before construction, and shows how the site will be developed in terms of grading, utilities, buildings, driveways, parking areas, landscaping, and other details.



Office space at the LRVC

Only the original petitioner may propose changes to the approved PDP, CSP, and FDP for the LRVC – unless the Village Center Redevelopment Process is used.

The NT Zoning District contains a specific definition for a NT Village Center, provided on the following page.

Definition of a New Town Village Center
(Howard County Zoning Regulations, §103):

Village Center, New Town: A Mixed-Use Development in the New Town District which is in a location designated on the New Town Preliminary Development Plan as a "Village Center", which is designed to be a community focal point and gathering place for the surrounding village neighborhoods by including the following items:

1. An outdoor, public, village green, plaza or square, which has both hardscape and softscape elements. This public space shall be designed to function as an accessible, primarily pedestrian-oriented promenade connecting the various village center buildings and shall include public seating features;

2. Stores, shops, offices or other commercial uses which provide opportunities to fulfill the day-to-day needs of the village residents, such as food stores, specialty stores, service agencies, financial institutions, personal services, medical services, and restaurants;

3. Space for community uses and/or institutional uses; and

4. Residential uses, to the extent appropriate to support and enhance, but not overwhelm, other uses in the village center.



Plaza feature in front of Stonehouse

Village Center Redevelopment Process

In 2009, the Howard County Council amended the Zoning Regulations to allow the owner of any portion of a Village Center to propose changes to an approved PDP, CSP, or FDP.

The amended regulations allow the petitioner to propose any use or density allowed by the Zoning Regulations (excluding heavy manufacturing and mobile homes). The petitioner's proposal shall comply with Zoning Regulations pertaining to the NT District's maximum overall residential density of 2.5 dwelling units per acre and the overall NT District use mix chart.

The amended regulations established a process with three major steps: 1) Village Center Community Planning Process; 2) Zoning Process to Amend Preliminary Development Plan (PDP); and 3) Land Development Review Process.

The **Community Planning Process** involves updating of the Village Center Community Plan through the Village Board (if necessary), a Village Center Concept Planning Workshop, two pre-submission community meetings, and presentation of a concept plan and proposed Village Center design guidelines to Howard County's Design Advisory Panel (DAP).

Next, the **Zoning Process** includes several milestones: the formal petition by the property owner to the Department of Planning and Zoning to amend the PDP, a community response statement from the Village Board, review by Planning Board, and issuance of a decision and order by the Zoning Board.

If the petition to amend the PDP is approved through the Zoning Process, then the petitioner proceeds to the **Land Development Review Process**. During this step, the petitioner submits plans to the Department of Planning and Zoning, which are then evaluated through a multi-step process that includes review by Design Advisory Panel and Planning Board.

Definitions: Village Center Redevelopment (Howard County Zoning Regulations, §103)

Major Village Center Redevelopment

A redevelopment of a New Town Village Center that includes any proposal to add residential uses, or to make a change in the permitted land use categories set forth in the chart contained in Section 125.0.A.8 of the Zoning Regulations, within the boundaries of a New Town Village Center, for which an amendment to the New Town Preliminary Development Plan is required in accordance with Section 125.0.J. (see Errata at end of Section 125.0)

Minor Village Center Redevelopment

A redevelopment of a New Town Village Center which is not a Major Village Center Redevelopment, in accordance with Section 125.0.K. and which requires approval in accordance with Sections 125.0.C. & D, 125.0.F., or 125.0.G. (see Errata at end of Section 125.0) as appropriate.

The Department of Planning and Zoning has developed a three-part flow chart illustrating the steps in the Major Village Center Redevelopment process. This flow chart is presented on the following pages.

MAJOR VILLAGE CENTER REDEVELOPMENT PROCESS

Council Bill No. 29-2009 (ZRA-102) Effective 11/5/09

STEP 1 – VILLAGE CENTER COMMUNITY PLANNING PROCESS

(See Zoning Regulation Section 125.0.J.2 for Details)

STEP 1A. NOTICE OF INTENT (NOI) TO DEVELOP
Petitioner delivers NOI to applicable Village Board and DPZ (At least 60 days prior to first pre-submission community meeting)

↓

STEP 1B. VILLAGE CENTER COMMUNITY PLAN
Village Board may create or update VCCP
(See Zoning Regulation Section 125.0.J.2.b for details)
(Within 60 days of receiving NOI)

↓

STEP 1C. VILLAGE CENTER CONCEPT PLANNING WORKSHOP
The Petitioner shall initiate and participate in a Village Center Concept Planning Workshop.
(See Zoning Regulations Section 125.0.J.2.c. for details)
(At least 1 week from NOI and at least 30 days before first pre-submission community meeting)

⇐ Community Input* *Via meeting*

↓

STEP 1D. RESULTS OF WORKSHOP
The petitioner creates a Concept Plan and the Village Board creates or updates the Village Center Community Plan

↓

STEP 1E. FIRST PRE-SUBMISSION COMMUNITY MEETING
(See Zoning Regulations Section 125.0.J.3 for details)

⇐ Community Input* *Via meeting*

↓

STEP 1F. SECOND PRE-SUBMISSION COMMUNITY MEETING
(To be held at least 30 days after the first pre-submission community meeting)

⇐ Community Input* *Via meeting*

↓

STEP 1G. DESIGN ADVISORY PANEL (DAP) MEETING
Petitioner presents concept plan and design guidelines to DAP
(To be held prior to PDP amendment submission to DPZ)

⇐ Community Input* *Via written comments*

Disclaimer: All content contained within this chart is for informational purposes. All projects will be reviewed by this Department on a case-by-case basis. Please refer to Section 125.0 of the Zoning Regulations for more detailed information concerning requirements for Major Village Center redevelopment.

* Community input is welcomed at any time; points indicated are the most opportune times.

June, 2014

MAJOR VILLAGE CENTER REDEVELOPMENT PROCESS

Council Bill No. 29-2009 (ZRA-102) Effective 11/05/09

STEP 2 - ZONING PROCESS TO AMEND PRELIMINARY DEVELOPMENT PLAN (PDP)

(See Zoning Regulation Section 125.0.J.3, 4 and 5 for Details)

STEP 2A. PETITIONER SUBMITS PDP AMENDMENT PETITION TO DPZ

↓

STEP 2B. NOTICE SENT TO VILLAGE BOARD
Within 2 days of acceptance of a Major Village Center redevelopment petition, DPZ sends a notice to the Village Board requesting a Community Response Statement
(See Section 125.0.J.3.b. for details)

↓

STEP 2C. COMMUNITY RESPONSE STATEMENT
Within 45 days from notice, the Village Board sends a Community Response Statement to DPZ

↓

STEP 2D. DPZ SCHEDULES A PLANNING BOARD MEETING DATE

↓

STEP 2E. DPZ PREPARES TECHNICAL STAFF REPORT
DPZ prepares technical staff report to be issued to Planning Board two weeks prior to the PB meeting date
(Approximately 3 weeks)

⇐ Community Input* *Via meeting*

↓

STEP 2F. DPZ PRESENTS THE PDP AMENDMENT PETITION TO THE PLANNING BOARD
The Planning Board reviews the DAP recommendations, Community Response Statement from the Village Board, and the DPZ Staff Report Recommendation. Then the Planning Board issues their recommendation.
(Approximately 2 to 3 weeks)

⇐ Community Input* *Via meeting*

↓

STEP 2G. ZONING BOARD ACTION
The Zoning Board evaluates the Major Village Center redevelopment plan based on DPZ Staff Report, Planning Board recommendations and compliance with Section 125.0.J.5 of the Zoning Regulations.
THE ZONING BOARD ISSUES A DECISION AND ORDER

⇐ Community Input* *Via meeting*

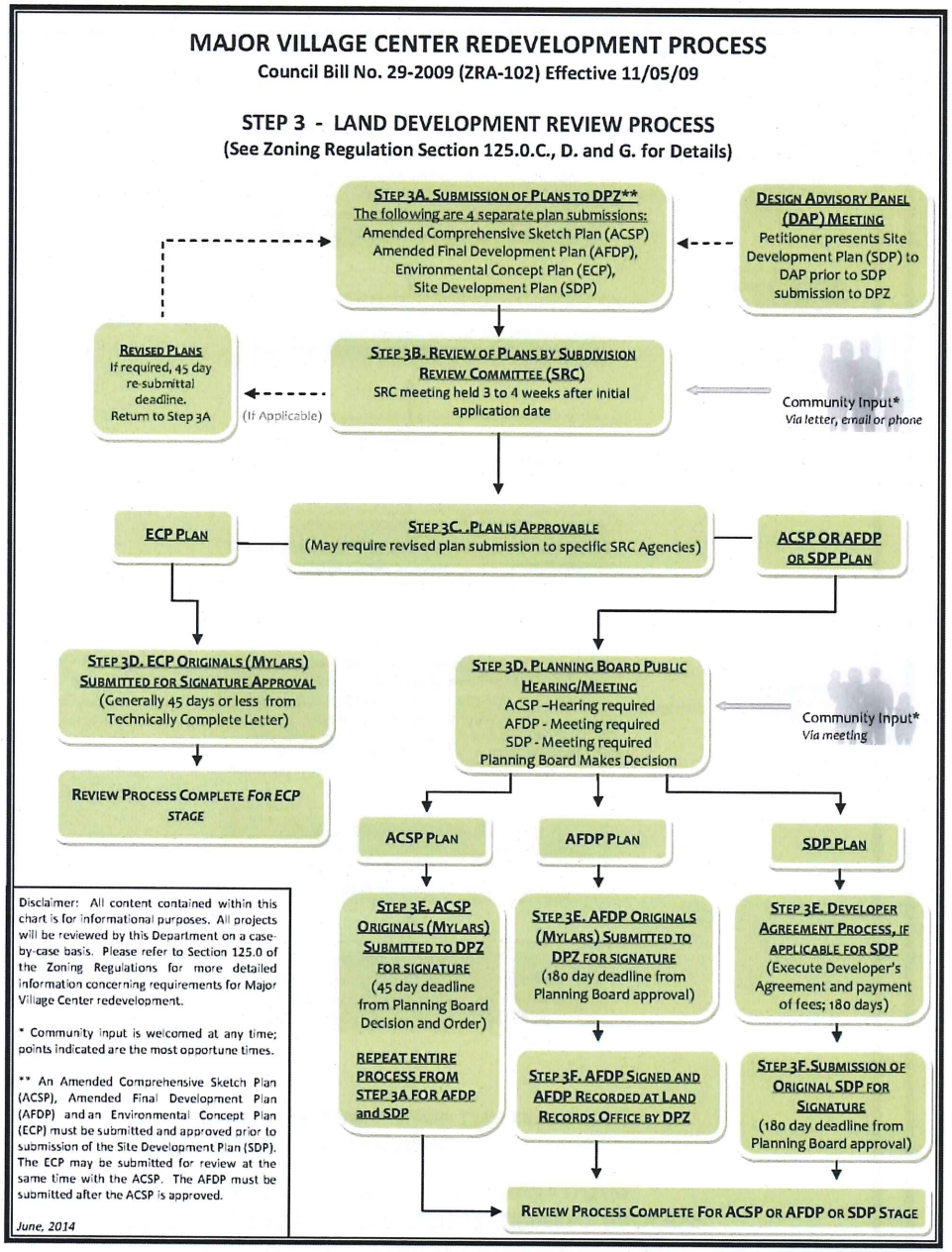
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IF APPROVED, THE PETITIONER PROCEEDS TO STEP 3 – LAND DEVELOPMENT REVIEW PROCESS

Disclaimer: All content contained within this chart is for informational purposes. All projects will be reviewed by this Department on a case-by-case basis. Please refer to Section 125.0 of the Zoning Regulations for more detailed information concerning requirements for Major Village Center redevelopment.

* Community input is welcomed at any time; points indicated are the most opportune times.

June, 2014



A summary of the steps in the flow chart is as follows:

Key Steps in the Major Village Center Redevelopment Process

Step 1: Community Planning Process

- ✓ Notice of Intent to Develop
- ✓ Village Center Community Plan
- ✓ Concept Planning Workshop
- ✓ Results of Workshop
- ✓ First Pre-Submission Community Meeting
- ✓ Second Pre-Submission Community Meeting
- ✓ Design Advisory Panel Meeting (Concept Plan and Design Guidelines)

Step 2: Zoning Process to Amend PDP

- ✓ PDP Amendment Submission
- ✓ Notice to Village Board
- ✓ Community Response
- ✓ Planning Board Meeting Scheduled
- ✓ DPZ Technical Staff Report
- ✓ Planning Board Public Hearing
- ✓ Zoning Board Action

Step 3: Land Development Review Process

- ✓ Design Advisory Panel
- ✓ Submission of Plans to DPZ
- ✓ Review and Revision until Plan is Approvable
- ✓ Planning Board Public Hearing

Wilde Lake Village Center Redevelopment

If the Village Center Redevelopment option is pursued for the LRVC, there is a precedent for such redevelopment: Wilde Lake Village Center.

The development program for Wilde Lake includes the addition of residential uses along with a pharmacy, alternative grocer, retail stores and office space. The project's developer has emphasized the importance of residential uses to making the project viable.

As part of the planning process to redevelop Wilde Lake, the developer prepared design standards the project would follow: Wilde Lake Design Criteria. A similar set of design standards would need to be developed if redevelopment is pursued at the LRVC.

Additional redevelopment precedents outside of Howard County are provided in Appendix B.



Excerpted images from the Wilde Lake Design Guidelines and Concept Plan

Development Standards and Land Use

The Final Development Plan (FDP) for LRVC (FDP 106-A) provides criteria for development. In addition to covering the parcels within the ReImagine Long Reach Village Center plan area (the commercial and open space areas) this FDP also covers an apartment area (Timbers Apartments) and the Foreland Garth roadway. A future owner of a portion of the Village Center may petition to change current criteria in the FDP through the Village Center Redevelopment Process.

These current criteria include, but are not limited to:

- **Building Heights** – height limits are not imposed upon structures constructed within the commercial nor open space areas.

- **Lot Coverage** – coverage requirements are not imposed on the commercial area. No more than ten percent (10%) of the land devoted to open space shall be covered by buildings or major structures.



Parking lot in front of the vacant grocery space

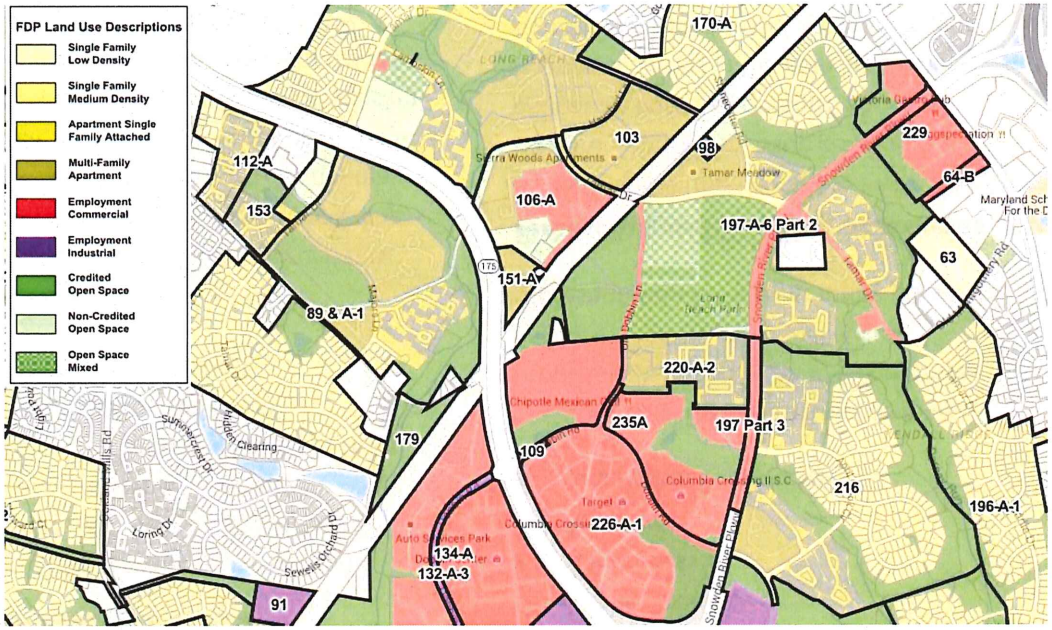
- **Setbacks** – Structures within commercial and open space areas shall not be located within thirty (30) feet of the right-of-way of any public street, road, or highway. Structures in open space areas also shall not be located within twenty-five (25) feet of any property line.

- **Parking** – Five (5) parking spaces shall be provided for each 1,000 square feet of net leasable retail area, and one (1) parking space shall be provided for each two (2) employees or tenants occupying office space. Parking requirements for open space structures are set by the Planning Board at the site development plan stage.

- **Permitted Uses, Commercial Area** – the commercial area of the Village Center may include all uses permitted in Howard County commercial districts or commercial land use zones (including, but not limited to, those permitted in the B-1, B-2, and S-C zones).

- **Permitted Uses, Open Spaces – Lots 5 & 6** (currently owned by Celebration Church) to be used for all open space land uses, including, but not limited to, the operation of religious facilities and all uses incidental thereto.

- **Permitted Uses, Open Spaces - Lot 3** (currently owned by Columbia Association) to be used for all open space land uses, including, but not limited to, swimming pool, library, community hall, teen center, presentation and performance of outdoor community activities, and an arts and crafts center.



Currently recorded land uses and FDP boundaries for Long Reach and vicinity

Future Land Use

In order to facilitate a revitalized LRVC, and consistent with the objectives identified in this plan, future land use options may include residential uses in addition to the commercial and open space uses currently permitted by the FDP.

Changes to the current land use and development standards – including the addition of housing – would require use of the Village Center Redevelopment Process.

Further, changes must comply with covenants applicable to the property. The Long Reach Community Association provides information on covenants and associated architectural review.

TECHNIQUES TO ACHIEVE PLAN OBJECTIVES

In accordance with the Howard County Urban Renewal Law (§13.11), Howard County may undertake a variety of activities in an urban renewal area. These techniques may be used in any combination or part thereof.

Land Disposition

The County will offer the property it has acquired for disposition. According to the Urban Renewal Law, Howard County may dispose of *"any property acquired in the urban renewal area (including sale, leasing or retention by the County itself) at its fair value for uses in accordance with the Urban Renewal Plan"* (§13.1102). A public-private partnership could be part of a strategy to dispose of County-owned land.

The County will issue a Request for Proposals (RFP) to dispose of the property.

The RFP may include, but is not necessarily limited to, the following items:

- Property description
- Market Overview
- Zoning Overview
- RFP Process
- Timeline
- Submission Information

The County will seek to attract as many proposals as possible. An RFP committee will be established that will include representation from community members.

Financing and Funding Strategies

As identified in the Urban Renewal Law, Howard County may issue general obligation bonds or revenue bonds to finance activities in the plan area. The County may also pursue grant and other funding programs offered by the State of Maryland or federal government, including tax increment financing.

A public-private partnership could be part of a financing and funding strategy to facilitate revitalization of the LRVC.



Tenant directory board in the LRVC

Acquisition/Consolidation

Howard County acquired portions of plan area property in 2014 and 2015. Howard County encourages a master redeveloper to acquire additional properties within the 19.1-acre urban renewal area to achieve a more holistic redevelopment.

Existing Buildings and Improvements

Howard County does not plan to rehabilitate existing buildings and improvements.

Demolition and Removal of Buildings and Improvements

The County prefers demolition of the buildings and improvements the County acquired in 2014 and 2015. Demolition is preferred to remove obsolete buildings.

Development and Redevelopment

The County prefers redevelopment of buildings and improvements as a Village Center, which is required to include commercial space, public space, and space for community and/or institutional uses. Residential space is optional.

Improvement of Site and/or Buildings

New streets, utilities, public spaces and other improvements may be required to meet this plan's objectives.

Relocation and Retention of Existing Businesses

Existing businesses may be relocated or retained as part of a development or redevelopment project.

Techniques and Actions to Achieve Plan Objectives

Technique	Actions*	Required	Preferred	Optional	Not Required
Land Disposition	Issue request for proposals	X			
	Evaluate proposals and select preferred proposal that meets the County's objectives for revitalization	X			
	Sell county property to developer		X		
	Enter public private partnership agreement			X	
Financing and Funding	Issue general obligation or revenue bonds to finance activities			X	
	Pursue state and federal grant/funding programs			X	
	Define financing and funding roles through public private partnership			X	
Acquisition/ Consolidation	Acquire additional properties in 19.1-acre urban renewal area		X		
Existing Buildings/ Improvements	Rehabilitation of existing buildings and improvements				X
Demolition	Demolition of buildings and improvements		X		
Development/ Redevelopment	Redevelopment of buildings and improvements as a Village Center		X		
	Commercial space	X			
	Public space	X			
	Space for community and/or institutional uses	X			
	Residential space		X		
Improvement of Site	New streets, utilities, public spaces and other improvements		X		
Existing Businesses	Relocation or retention of existing businesses			X	

*Actions could pertain to the County, Master Developer, or other entities

APPENDIX A – PRELIMINARY CONCEPT PLANS

Howard County engaged the design firm Morris & Ritchie Associates, Inc. (MRA) to develop a set of concepts for a redesigned LRVC.

These concepts were used as part of the community planning effort to generate community discussion. The concepts do not represent preferred options for LRVC, nor are they by any means the only options for LRVC.

Existing Conditions

In order to prepare the concept palette, MRA reviewed the LRVC's existing conditions in order to identify both assets and challenges that new designs should consider. A range of existing site and building conditions were assessed. MRA's conclusions are listed by category: connectivity, building mass, utilities, outdoor spaces and topography.

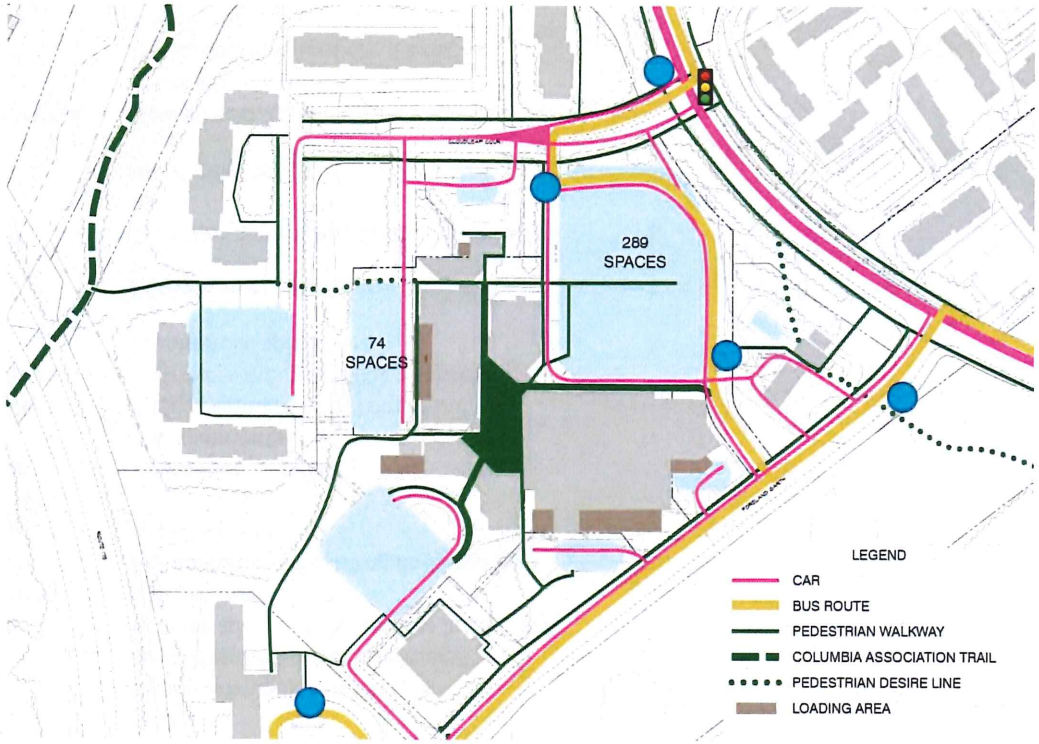


Diagram illustrating vehicular and pedestrian connectivity

Connectivity

- Vehicular access points to the site are from the sides, not the front
- Vehicular circulation is disconnected front to back
- Loading areas detract from views along edges
- Existing walkways do not necessarily represent the most direct routes to and from the village center to surrounding uses

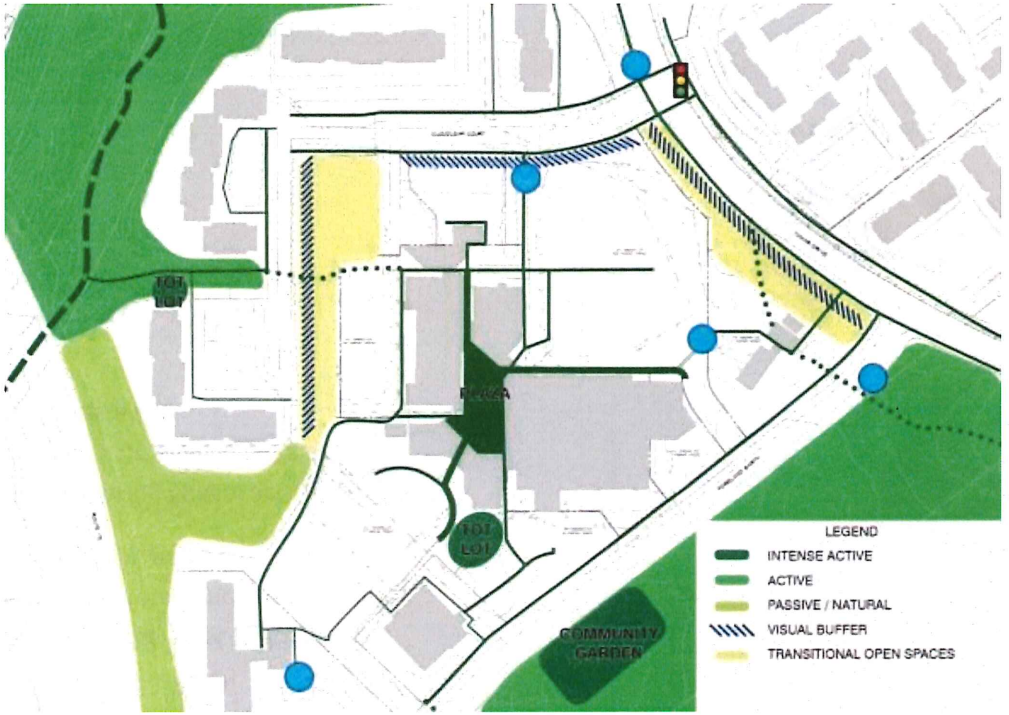


Diagram illustrating open space, buffers, and outdoor amenities

Outdoor Spaces

- Existing amenities within plan area include plaza and tot lot
- Community garden is an asset located within BGE right of way adjacent to plan area

Building Mass

- Several adjacent uses front onto the Village Center
- The building configuration contains an internal pedestrian focus

Utilities

- Site is fully serviced by sewer, water and storm drains
- Redevelopment of the site will trigger environmental site design requirements

Topography

- Several areas of the site have significant grade changes
- There are areas where grade changes between the site and neighboring sites

Four Concept Plans

Taking into account existing strengths and weaknesses, and considering community preferences, MRA prepared four concepts for community discussion.

These concepts feature different anchor uses (inspired by community preferences) and different redevelopment scopes. Proposals to revitalize the LRVC are not constrained to these concepts.

Each concept is presented on the following pages.

Concept #1: Art – Low Redevelopment Scope

This concept included the following features:

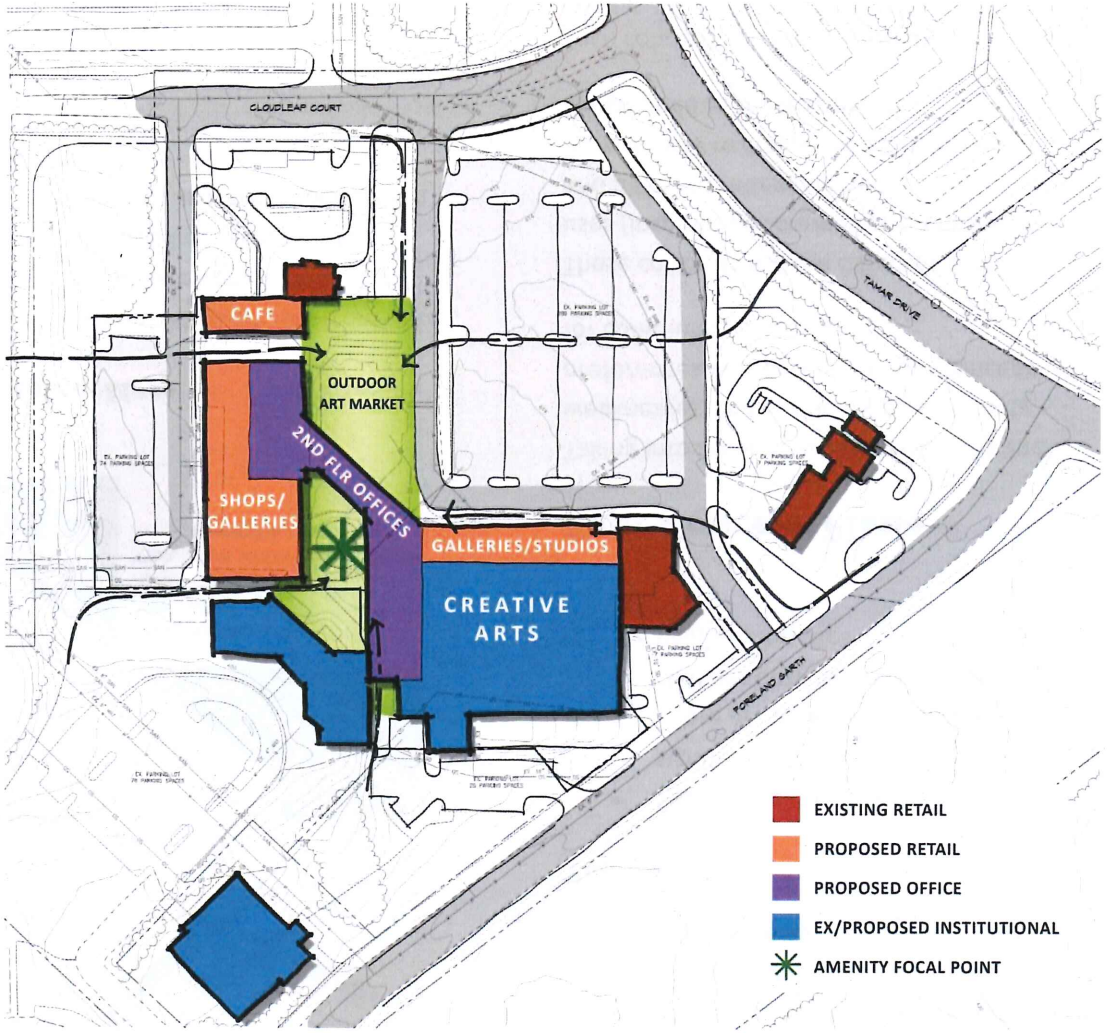
Anchor Use: retrofit for creative arts. Working artist facilities for: back-of-house production, teaching, selling, storing, etc.

Other Uses: renovated retail and offices. Ground level shops and galleries. Offices and walk-through working studios on second floor.

Form: repurpose most buildings, and remove front retail. Increase visibility, sense of safety, and open space.

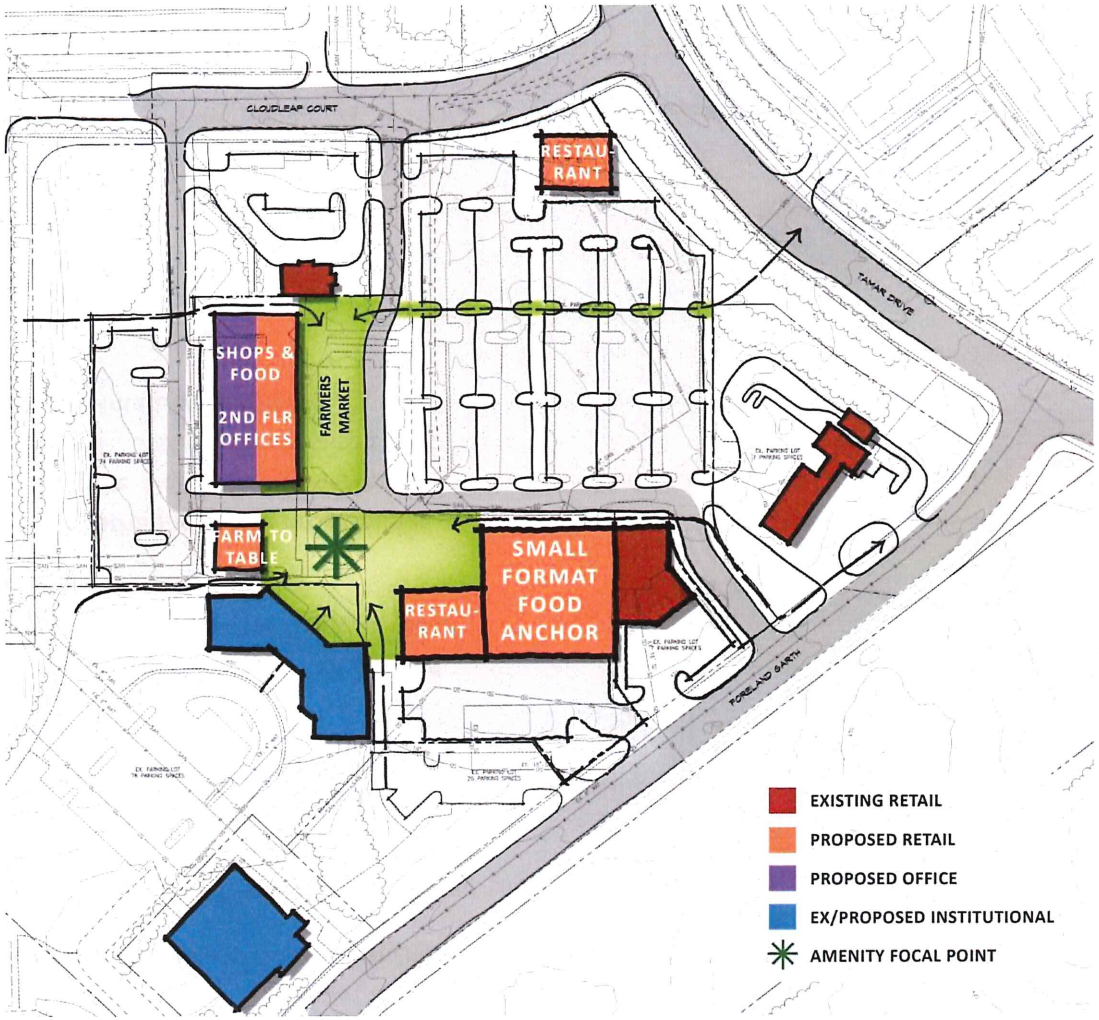
Public Gathering Space: activate open space. Outdoor performance area. Art markets/festivals.

Concept for Illustrative Purposes Only; Not a Proposal for Redevelopment



Concept #1: Art – Low Redevelopment Scope

Concept for Illustrative Purposes Only; Not a Proposal for Redevelopment



Concept #2: Art – Main Street Form/High Redevelopment Scope

Concept #2: Art –Main Street Form/High Redevelopment Scope

This concept included the following features:

Anchor Use: new creative arts building. Working artist facilities for: back-of-house production, teaching, selling, storing, etc.

Other Uses: residential over retail. Food, shops and gallery space. Artist housing, interior amenity.

Form: strong view focused on existing arts center.

Public Gathering Space: large art-focused, programmed open space. Interactive art plaza or outdoor performance venue. Mix of hardscape and softscape.

Concept #3: Food – Moderate Redevelopment Scope

This concept included the following features:

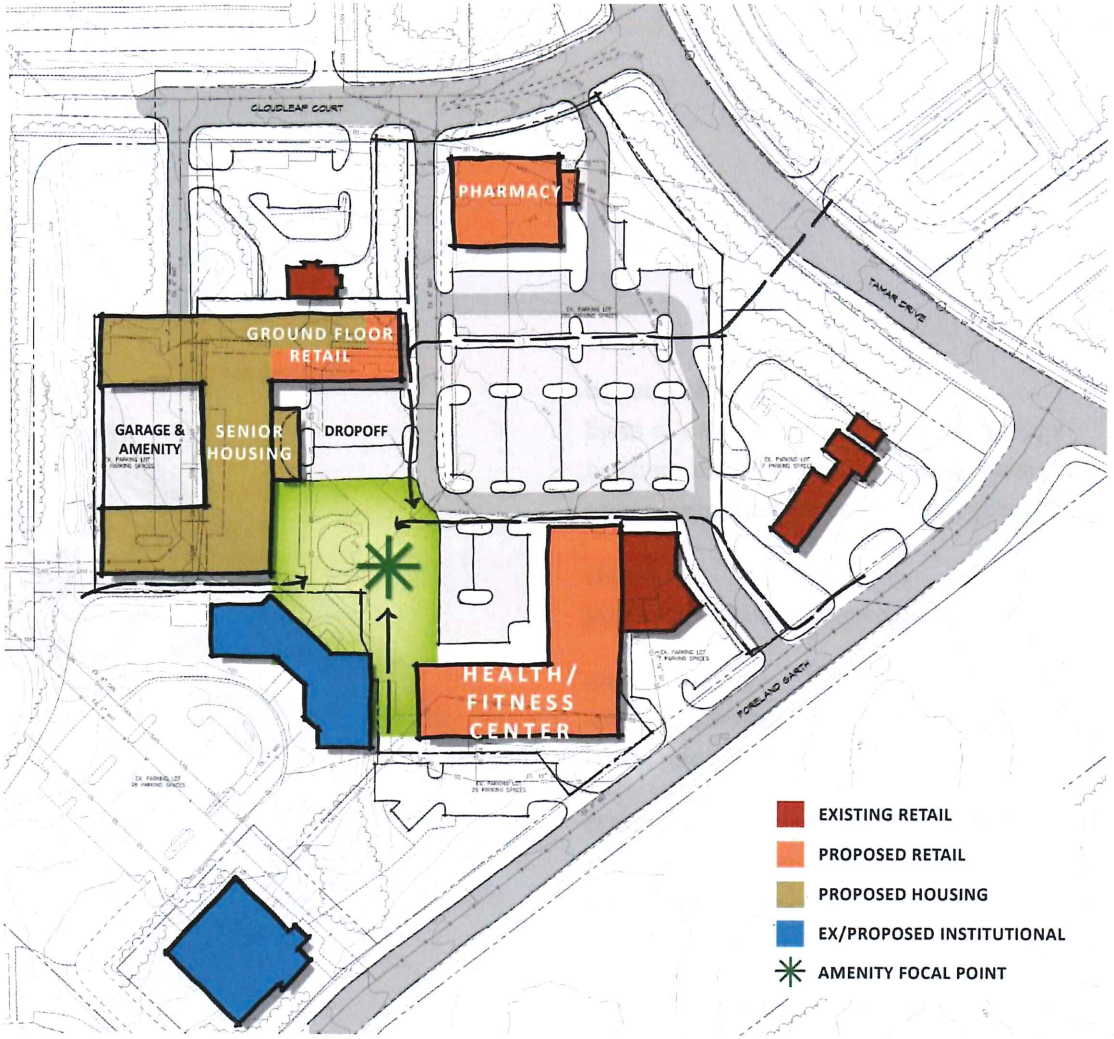
Anchor Use: small-format food anchor.

Other Uses: renovated retail and offices. Ground-level shops and food establishments with outdoor seating. Offices on second floor. Farm-to-table restaurants.

Form: remove front retail building and office above. Increase visibility, sense of safety, and open space.

Public Gathering Space: programmed open space. Host farmers' market on weekends. Urban farming/raised beds with bio-intensive gardening.

Concept for Illustrative Purposes Only; Not a Proposal for Redevelopment



Concept #3: Food – Moderate Redevelopment Scope

Concept for Illustrative Purposes Only; Not a Proposal for Redevelopment



Concept #4: Health and Fitness – High Redevelopment Scope

Concept #4: Health and Fitness – High Redevelopment Scope

This concept included the following features:

Anchor Use: health and fitness center. Dance studios, outdoor yoga, tai chi, pilates cardio classes, weightlifting, physical therapy, medical office space, etc.

Other Uses: senior housing, ground floor retail (hair salon, dry cleaners, bike shop, food store, take-out, etc.). Corner pharmacy: additional retail with good visibility, drive-thru availability.

Form: structured parking, drop off, and amenity space for residential uses.

Public Gathering Space: large open space in front of Arts Center.

APPENDIX B – PRECEDENTS

The Long Reach Village Center is in a unique situation, as a planned community village center that experienced decline and disinvestment before being purchased by a governmental jurisdiction.

There is no single precedent for the redevelopment and/or reuse of another center in a perfectly similar situation.

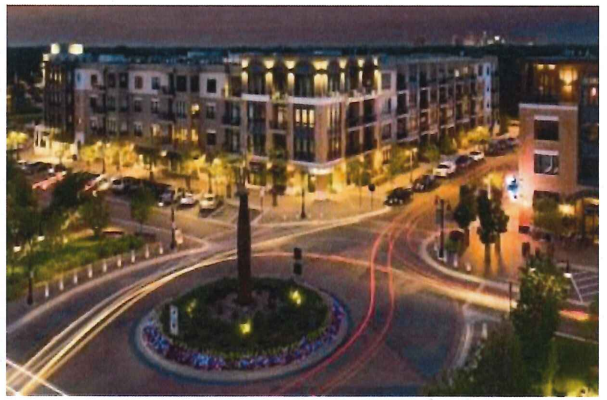
Instead, several examples are profiled that speak to the range of techniques jurisdictions may take to facilitate revitalization, including:

- Government acquisition and request for proposal process (Lake Anne Village Center, Excelsior & Grand);
- Government anchor (Shirlington Urban Village); and
- Infrastructure investment (Merrifield Mosaic District, Shirlington, Excelsior & Grand).













Clockwise from top: Mosaic District, Merrifield, VA; Shirlington Urban Village, Shirlington, VA; Excelsior & Grand, St. Louis Park, MN; Shirlington Urban Village, Shirlington, VA; Lake Anne Village Center, Reston, VA; and Mosaic District, Merrifield, VA.







Lake Anne perspective, site plan and rendering of planned redevelopment

LAKE ANNE VILLAGE CENTER

Reston, Virginia

Government Involvement: In 2006 Fairfax County purchased a 181-unit apartment complex known as the Crescent Property for the purpose of preserving affordable housing. Built in 1964, the development consists of five garden-style 3-story apartment buildings and sits adjacent to the Lake Anne Historic District, Reston's first village center.

The purchase of the property followed an economic analysis of revitalization concepts for the LAVC and was followed by a public engagement process and comprehensive plan amendment. An RFP was released in 2012 and a redevelopment contract was awarded to Republic Land Development (Lake Anne Development Partners) in 2013. The Fairfax County Board of Supervisors adopted the LADP's redevelopment application in March 2015.

Year: Construction on Phase 1 is expected to begin mid-2015. The entire redevelopment is expected to take 10 to 12 years and is divided into 5 phases.

Cost: Total project costs are estimated at $500 million. Lake Anne Development Partners was created for varying parts of the program. Republic Land Development is the master developer. Renaissance Centro is the lead developer of the market-rate residential units. Community Preservation and Development Corporation is the lead developer for the affordable/workforce housing.

Development program: 16.5 acre Crescent Property is located in the northeast portion of the LAVC. 1,037 new mixed-income residential units in a range of housing types, 111,471 sf of net new retail including a 15,800 sf boutique grocery, 82,454 sf of net new office space, amphitheater, expanded plaza with community space and multiple public parks.







Public space, theater, and residential uses in Shirlington Urban Village

SHIRLINGTON URBAN VILLAGE

Arlington, Virginia

Government Involvement: Arlington County issued bonds to build a county-owned performing arts theater-library complex on the site of an abandoned big box store and parking lot. Project was positioned as an economic catalyst for private redevelopment. Arlington County and Federal Realty Trust entered into a public-private partnership in which the County ensured a project anchor, created viable lots, covered infrastructure expense, and funded parking. The County also front loaded the site's anchor (the theater-library complex) ahead of the privately constructed residential and retail uses.

A community visioning process led to a Phased Development Site Plan (PDSP) and associated guidelines. The PDSP established 1 million sq. ft. of mixed-uses, densities, building heights, parking locations, transportation facilities, utilities, and community facilities for the entire area – in conceptual form. Arlington County did not purchase nor dispose of property in the Village.

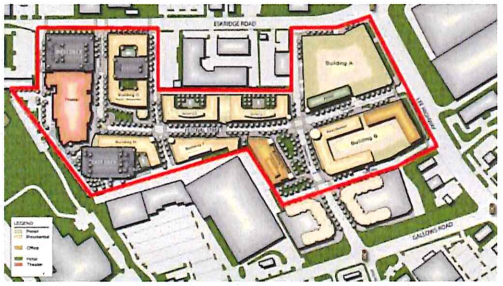
Year: County building opened in 2007. Developer purchased the property in 1996.

Cost: Developer Federal Realty Investment Trust invested $100 million in the private expansion. Public-private partnership for theater space: $5.5 million county investment for building core and shell, and $12 million investment by Signature Theater for interior build out. The County leveraged its investment at a ratio of roughly twenty-five to one ($1 of county funds/$24 private funds). Project success ultimately reduced the ratio to $1/$42.

Development program: 25 acre redevelopment of former grocery-anchored shopping center. New uses include: ~200,000 sq. ft. of shops and restaurants, Signature Theater, public library, 400 dwelling units, a ~150 room hotel and ~480,000 sq. ft. of office space. Retail uses include a Harris Teeter grocery store.







Mosaic District public space, townhomes, and site plan

MERRIFIELD MOSAIC DISTRICT

Merrifield, Virginia

Government Involvement: Fairfax County developed a comprehensive revitalization plan for the area over several years and with citizen input. The County created a Community Development Authority to fund roads, parks and a portion of parking garage. The County did not directly purchase nor dispose of land within the Merrifield-Mosaic District. Fairfax County was however a partner in development of a one-acre park at the district's center.

Year: first phase completed 2012. Second phase completed in 2015. Developer initially acquired in 2006.

Cost: total project cost was ~$540 million. Fairfax County invested $65 million (12% of project cost), which was funded by Community Development Authority revenue bonds (secured by special assessment tax increment financing revenues).

Development program: former 31-acre aging movie theater and commercial site redeveloped into 1.8 million sq. ft. of new space, including: 520,000 sq. ft. of retail and restaurant space, a ~150-room hotel, an 8-screen art house movie theater, 138 townhomes, 782 apartments, a one-acre park, and ~170,000 sq. ft. of office space. The one-acre park features outdoor movies, an evening concert series, and yoga in the park.







Roundabout, mixed-use development, and concept plan for Excelsior & Grand

EXCELSIOR & GRAND

St. Louis Park, Minnesota

Government Involvement: City purchased multiple properties in a blighted, auto-oriented commercial area along Excelsior Boulevard. The uses within the blighted buildings included bars, pawn shops, and other uses not popular with the community.

The City undertook a series of community charrettes to sketch plans for the area, which the City deemed "Park Commons East." Charrettes were informed by market studies to make sure designs were economically viable.

City drafted a new mixed-use zoning code to allow vertical mixed-use parking and diagonal on-street parking. Following an RFP process, the City disposed of the properties to a developer.

Year: all project phases completed in 2007. City's planning began in 1995. Ground breaking was held in 2001, with multiple phases of work through 2007.

Cost: total project cost was $150 million. In order to finance the project, private investment (80% or $120 million) was supported by public sources (20% or $30 million). Public sources included state funding to demolish existing structures, and City funds to assemble 36 original properties via tax increment financing district.

Development program: 16 acres former blighted commercial uses redeveloped into mix of ~90,000 sq. ft. of retail and ~650 residential uses around a town green. Includes public art displays.

Howard County
Internal Memorandum

Subject: Recommendation by the Long Reach Village Center Disposition and Redevelopment Evaluation Committee

To: Allan H. Kittleman, County Executive

From: Amy Gowan, Deputy Director, Department of Planning and Zoning
Chairman, Long Reach Village Center Disposition and Redevelopment Evaluation Committee
Nina Basu, Committee Member, Long Reach Community Association Board Chair
Janet Evans, Committee Member, Columbia Association Board Member (Long Reach)
David Tohn, Committee Member, Business Owner
Holger Serrano, Committee Member, Department of Public Works
Kent Sheubrooks, Committee Member, Department of Planning and Zoning
Jahantab Siddiqui, Committee Member, County Administration

Date: April 21, 2017

Executive Summary:

Technical Proposal (evaluation criteria weight 70%)

The Long Reach Village Center (LRVC) Evaluation Committee unanimously recommends the development plan submitted by the Orchard Development Team as its preferred plan for the redevelopment of the LRVC. Notably, the Orchard Development Team plan was the highest rated proposal, by a substantial margin, for each of the committee members. The LRVC Evaluation Committee determined that the proposed development plan best addresses community concerns for a revitalized Village Center, meets the goals and objectives of the Reimagine Long Reach Plan, corresponds to the goals of the 2012 Long Reach Community Association Village Center Master Plan, and outlines a plan that integrates the Urban Renewal Area.

The redevelopment plan proposes a Village Green, a community space with a pavilion; approximately 75,000 SF of retail space, medical office space and food incubator space; a vertical garden; structured and surface parking for approximately 960 parking spaces; 132 units of market-rate multi-family housing; 120 units of senior multi-family housing and 52 for-sale townhomes. The development plan integrates the current deli parcel (Deli Town) and liquor store parcel (Richburn Liquors) into the redevelopment of the Village Center, creating an integrated plan for the entire area. The development plan addresses the County's objectives for the revitalization of the Urban Renewal Area as described in the proposed Reimagine Long Reach Village Center plan. The proposal describes how the redevelopment will create long-term economic sustainability, enhanced connectivity between the Village Center and the rest of the Village, provide attractive community gathering spaces, and illustrate innovative building and site design.

Orchard Development is an experienced and active commercial real estate developer with extensive experience in Howard County in general and Columbia in particular. They are headquartered in Ellicott City, Maryland. Orchard Development has assembled a team to include Design Collective (Planning,

Design and Architecture) and Williamsburg Homes (Townhome Builders), among others, which are experienced in completing successful projects in Howard County or similar projects in other locations. A table listing the partners is included at the end of this memo. The team includes experienced members with a dynamic viewpoint who are focused on delivering a redevelopment plan that implements energy sustainability and encourages innovation and entrepreneurship in the community.

The Orchard Development Team is prepared to close on the property within four weeks of the completion of a 90-day due diligence period. Their projected closing date is in Q1 of 2018 or sooner. Concurrently with the due diligence period, Orchard Development may initiate Phase I of the Major Village Center Redevelopment Process; closing shall occur prior to initiation of Phase II of the Major Village Center Redevelopment Orchard Development will maintain the Village Center and take steps to ensure it remains an active and safe property while the development team takes its plan through the Major Village Center Redevelopment process and prior to demolition of the existing buildings. The Development Team expects to deliver its first use for the property by Q2 of 2020.

Price Proposal (evaluation criteria weight 30%)

Chartwell Enterprises and County staff evaluated the price proposal. Three members of the Evaluation Committee also reviewed the price proposal.

Orchard Development offers a purchase price of $2.5 M to be paid prior to Phase II of the Major Village Center Redevelopment Process and will assume responsibility and risk to obtain entitlements. Notably, the purchase price proposed by the Orchard Development Team was either higher than or within 5% of all other proposed purchase prices for closing prior to entitlements. The development team will be financially and operationally responsible for the maintenance and day-to-day operations of the Village Center as the team completes the Major Village Center Redevelopment Process. The development team will also demolish the existing vertical improvements and prepare the site for redevelopment.

Background:

Howard County purchased 7.71 acres within the LRVC in 2014 and 2015 under the County's Urban Renewal Law for the purpose of revitalizing the property. Notably, the County purchase of the LRVC came after significant concern about the condition of the LRVC under prior ownership. The County began the process of determining Village Center redevelopment with the passage of CB29-2009 in 2009, outlining a process for Village Center redevelopment and creating the opportunity for Village Boards to create and file master plans. The Long Reach Village Board, aided by a panel of citizen volunteers, created a Village Center Master Plan that was approved by the Community and filed with the Department of Planning and Zoning in 2012. After completing the purchase of the property in 2015, the County conducted five community meetings in 2015 to engage the community and to obtain community feedback to assist in the completion of a proposed Reimagine Long Reach Village Center Plan. The plan documents the County's objectives for revitalization of the LRVC, potential land uses, and potential techniques the County may use to facilitate revitalization. One technique the plan contemplates is the County disposing of the property through a competitive developer solicitation process (Request for Proposals).
In accordance with the Reimagine plan, the County issued a Request for Proposals (RFP) in December, 2016. The RFP was: marketed directly to more than 150 developers and other potentially interested

parties; listed on CoStar, a commercial real estate marketing provider with broad reach; and posted on the County website. The County held an industry day on January 10, 2017, inviting interested parties to the LRVC for a presentation regarding the property and its potential redevelopment.

The County formed a seven-member evaluation committee including three community members (a Village Board member selected by the Long Reach Village Board, a Long Reach business owner selected by the County Administration, and a Village Board member and Columbia Association representative selected by Councilman Calvin Ball). Four County representatives served on the committee, including one representative from County Administration, two representatives from the Department of Planning and Zoning, and one representative from the Department of Public Works.

Four proposals were submitted from development teams by the RFP due date. The evaluation committee reviewed and evaluated these four proposals. Three proposals were selected for interviews and one proposal was determined unresponsive, as it did not adequately address the RFP requirements.

The initial interviews with three firms focused on the technical criteria, which included proposed development plans, development experience of each team, and timelines for development. Following the interviews, the evaluation committee selected the two development teams whose proposed uses best aligned with the preferred uses outlined in the draft ReImagine Long Reach Village Center Plan. The committee determined that these two proposals were economically viable, sustainable, and compatible with the Village and its location.

Following the initial interviews, three members of the evaluation committee met with two finalist development teams to discuss each price proposal and when the property would be conveyed under each plan. Notably, each development team initially proposed that the property transfer from the County to the developer only after obtaining entitlements through the Major Village Center Redevelopment Process. However, the County preferred to convey the property following the due diligence period and prior to Phase II of the Major Village Center Redevelopment Process. The County specifically prioritized reducing its operational expense as the current owner of the property, as well as increasing tax revenue by conveying the property and placing an incentive on the development team to efficiently, and deliberately, move through the Major Village Center process and begin redevelopment. Typically, developers prefer to close when their plan has been approved to mitigate risk and to avoid operation and maintenance expenses of a property during the completion of the entitlement process, and to reduce financial risk. The timing of a closing was a main discussion point during this meeting and resulted in a decrease in purchase price from the initial offer.

A Best and Final Offer (BAFO) request was issued to the two finalist teams, including the Orchard Development Team, asking the teams to confirm their ability to close within four weeks of the end of the due diligence period and prior to Phase II of the Major Village Center Redevelopment process.

The Evaluation Committee reviewed the BAFO responses and selected the Orchard Development Team as the preferred plan.

Evaluation Committee Recommendation to the County Executive:

Long Reach Village Center Disposition and Redevelopment Evaluation Committee Recommendation

The evaluation committee performed the following steps in its evaluation process:

1. Reviewed and evaluated the developer proposals
2. Met internally to discuss the proposals and the members' ratings of each of the proposal criteria
3. Provided clarification questions to the developers who were short-listed
4. Interviewed the developers to evaluate the technical proposal and selected two developers
5. Met with the two developers to discuss the price proposal and timing of the closing*
6. Requested a best and final offer (BAFO) from the developers
7. Reviewed the BAFO and selected the preferred plan

**three members of the evaluation committee met with the developers*

The Evaluation Committee unanimously recommends the redevelopment plan of the Orchard Development Team as the preferred plan. The Orchard Development Team plan meets the needs and requirements of the Reimagine Long Reach Village Center Plan created in consultation with residents through numerous community meetings. In addition, the Orchard Development Team plan strongly comports with the 2012 Village Center Master Plan. The community requested the following four elements (1) an outdoor public village green, plaza, or square, (2) stores, shops, offices, or other commercial uses, (3) space for community uses and/or institutional uses, and (4) residential use that supports and enhances other uses in the village center. The Orchard Development Team plan includes all four elements in the master plan. Further, the Orchard Development Team plan includes and addresses the community suggestions and concerns brought forth in the 2015-2016 Reimagine Long Reach meetings. Finally, the Orchard Development Team plan is LEED Platinum rated, a positive net-energy development, perhaps the first in the State of Maryland.

Table 1: Orchard Development Team

Master Developer	Orchard Development Corporation
Planning, Design & Architecture	Design Collective, Inc.
Civil Engineering & Surveying	Gutschick Little & Weber
General Contractor	Whiting-Turner Contracting Co.
Retail/Comm. Leasing & Property Mgmt.	Mackenzie Companies
Energy Sustainability & Innovation	Jason Jannati, Urban Ingenuity & BithEnergy, Inc.
Townhome Builder	Williamsburg Homes
Senior Living Enhanced Services	Vantage House Senior Living Comm.
Food Incubator & Workforce Training	The Arc of Howard County
	Howard Community College
	Power52
Vertical Garden	Vertical Harvest
Lender Partner	Howard Bank
Lender Bank	BB&T
Lender Bank	AGM Financial Services
Equity Financing	Greysteel

Long Reach Community Association

Village Center Master Plan 2012

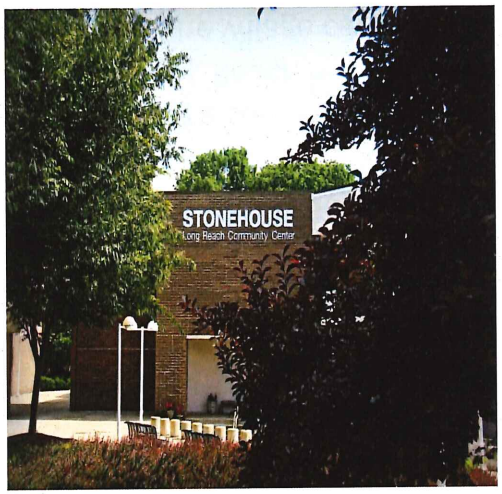
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Goals	4
Boundaries	5
The Parcels	7
Plan	9
Acknowledgements	16

OVERVIEW

- Our Purpose
- The Vision
- Village History
- Goals
- Boundaries
- The Plan
- Acknowledgements

Our Purpose



The Howard County Council amended its developmental regulations and passed Council Bill 29-2009 which allows each village to develop a Village Center Community Plan.

In addition, CB29-2009 allows the owner of any portion of a village center in the New Town zoning district to petition to amend certain approved development plans for the owner's properties and establishes public notice, information, and justification requirements for such petition. It also establishes standards to be used by the Zoning Board in evaluating and considering these petitions . This regulation defines a village center as a mixed-use development in the New Town district that is designed to be a "community focal point and gathering place for the surrounding village neighborhoods."

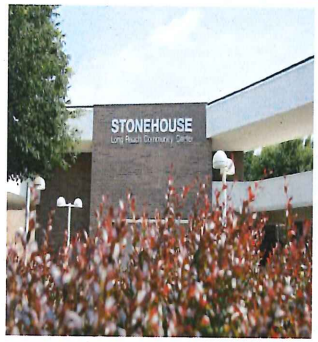
This plan is intended to provide guidance from the Village of Long Reach to the County and developers on the vision and planning concepts that are desired by the Long Reach Community Association as the village area chances over time. It is anticipated that this plan will be referred to as property improvements and development proposals are considered and to help guide decision-making about appropriate uses and design issues in the village area.

This report is meant to be used as a guide. For the most part, our master plan covers only our vision. It is premature to put in details of a design plan when there is no redevelopment in the near future. We would want a design that is current with the industry standards and meets the needs of the community at the time when we are actually working with a redevelopment of the village center. We have however, included low and no cost options that could be done now.

Long Reach Community Association
8775 Cloudleap Court
Columbia MD 21045

Phone: 410/730-8113 (Baltimore)
301/596-3265 (Wash)
Fax: 410/730-5882
Email: info@longreach.org
Web: www.longreach.org

Long Reach
The Village With A Heart!



To view this plan on the web go to www.longreach.org

The Vision

The Long Reach Board of Directors feels that in order for village centers to be viable we must look at new interpretations of the role of the village center so that it not only serves our residents but also embraces a more global audience. More than most other village centers, Long Reach is surrounded by many retail choices. Our village center is in a prime location as evidenced by all the surrounding retail development.

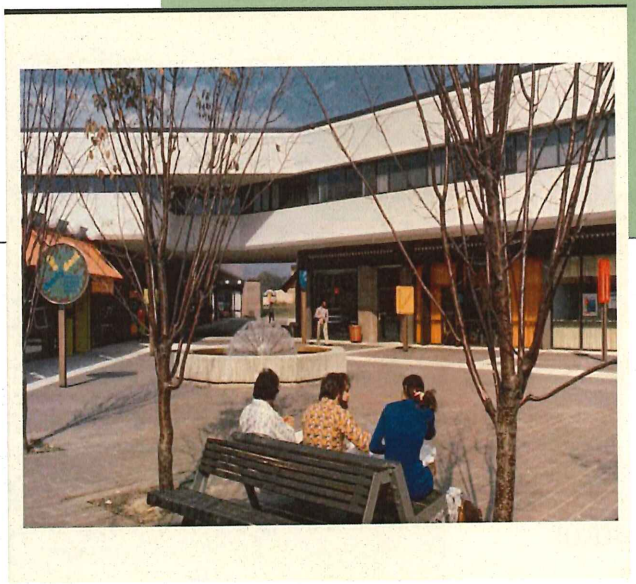
Due to all the nearby retail, we question whether the concept of the Long Reach Village Center is sustainable as a predominatly neighborhood retail center. Does the village center need to include other concepts?

We are poised to accommodate businesses that wish to take advantage of this location but do not fit the big box store model. Any redevelopment needs to leverage the surrounding retail to benefit the village center. We support unique destination retailers as well as the usual village center mix of retail stores. For example, due to the surfeit of nearby grocery stores, we encourage a targeted market type of store that would not compete with but compliment a high-end market like Wegmans and traditional markets like Giant and Safeway in place of a conventional grocery store.

Long Reach is not adverse to a mixed-use approach to any redevelopment of the village center noting that the commercial, residential and recreational use must be proportionately divided with the main emphasis on the commercial and recreational components.

We want to see our village center set the standard for what a village center should and can be in the 21st century.

Our History



Long Reach is the largest and one of the oldest of 10 villages that make up the new town of Columbia, Maryland. Our village comprises four neighborhoods: Jeffers Hill, Kendall Ridge, Locust Park and Phelps Luck. From our start in 1971, we have grown to more than 17,000 people living in 6,108 households. Long Reach Community Association is the nonprofit organization that governs and represents our village. Both property owners and residents of Long Reach are members of the Association and elect a five-member Village Board and council representative to the Columbia Board of Directors. Stonehouse, our community center is located in the Long Reach Village Center. The Columbia assessment contributes about one-third of our funding and our own activities generate the remaining two-thirds.

A town meeting in 1972 yielded a resident opinion poll that established an "arts & crafts center" as the Village's recreational center. In July 1974, Antioch University's Visual Art Center opened. The Columbia Association currently operates its Art Center in the building. In September 1974, Stonehouse, the Village Community Center, opened. Earlier in that year in April, the Long Reach Village Center opened offering the residents a near-by place to shop. The Village Center was renovated in 1998. Stonehouse is the non-profit, multi-purpose Community Center for the Village of Long Reach.

Our Goals for the Master Plan



- *Support commercial success for the village center owners and merchants*

- Make the village center a destination point for shoppers.

- *Make the village center a vital part of the Long Reach residents lives.*

- Improve the connectivity of the village center to surrounding shopping areas, and Blandair Park by improving & increasing the public walkways/pathways and bicycle paths/lanes.

- *Ensure that adequate public transportation sites are included in any future redevelopment plans.*

- Retain and enhance the current assets - Stonehouse, the CA Art Center, Interfaith Center (Celebration Church) site, the 5+/- acres of open space

Village Center Boundaries



The Village Center is loosely bounded by Tamar Drive on the west, Cloudleap Court on the south, Old Dobbin Road and Foreland Garth on the north, with the eastern boundary ending at the Longwood House, Shalom Square, and Lazy Hollow Apartment properties.



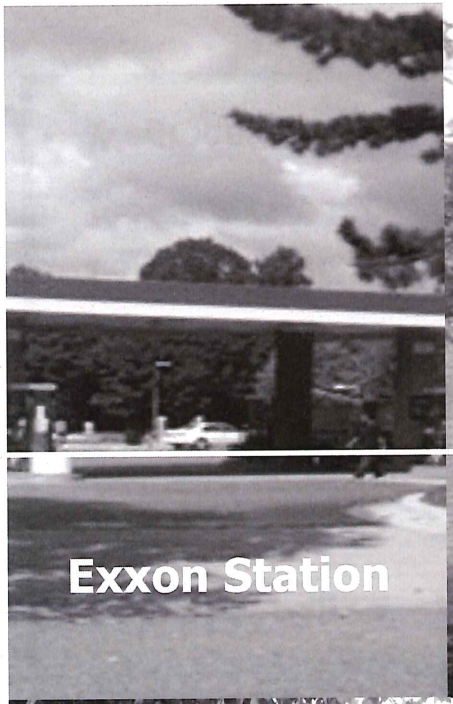


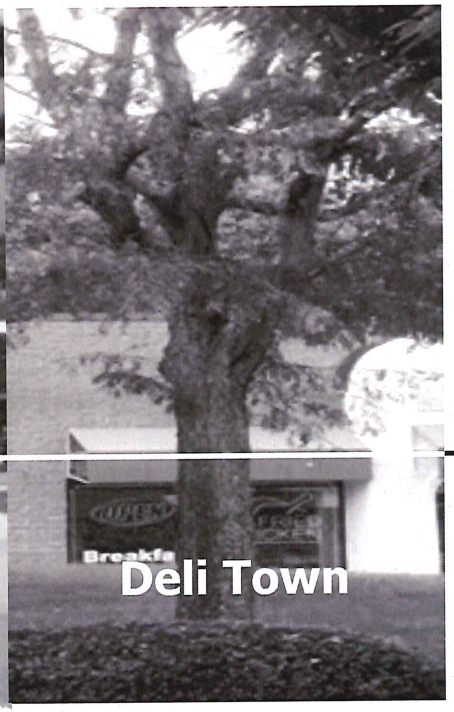
Recreational Sites (within a 3 mile radius)

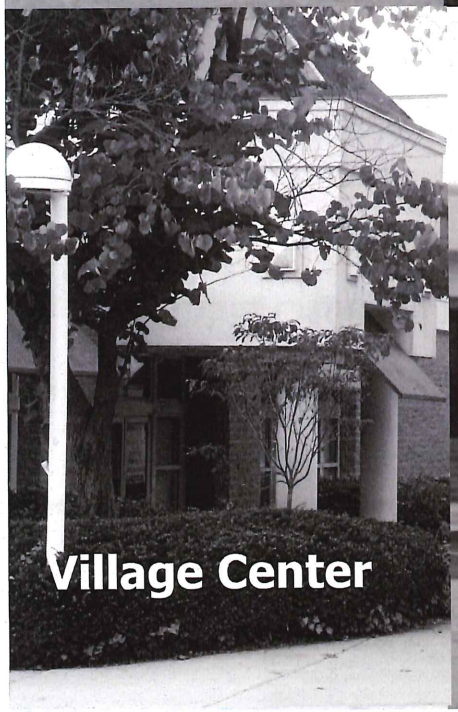
- Blandair Park
- Centennial Park
- Rockburn Branch Park
- Lake Elkhorn
- Downtown Lakefront
- Symphony Woods
- Meadowbrook Park
- Sewells Orchard Park
- Jackson Pond
- The 4 CA Outdoor Pools
- The potential for another 5 acre recreational area within the Village Center Boundaries

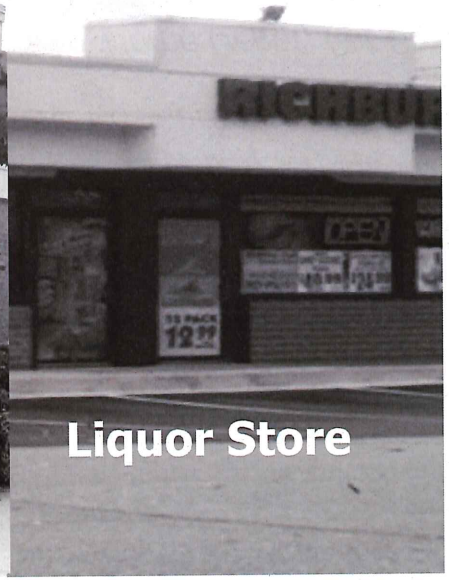
To view this plan on the web go to www.longreach.org

The Parcels


Exxon Station


Deli Town


Village Center

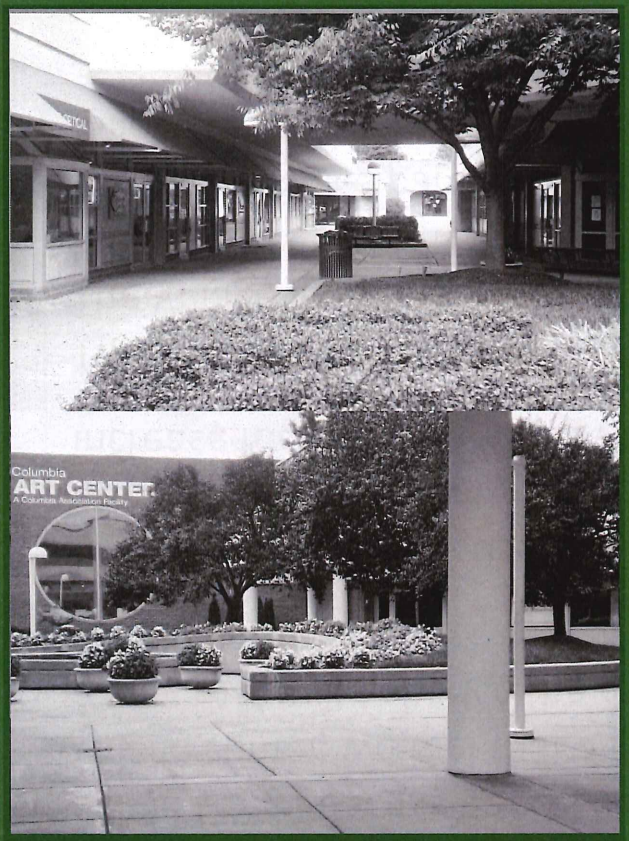

Liquor Store


Stonehouse & Art Center


Celebration Church

Surrounding Growth Since 1970

- **Benson Business & Restaurant Park** (1990)
- **Dobbin Center** *(Walmart, Banks, Medical Offices, Gas Stations, Multiple Restaurants, etc.)*
- **Columbia Crossing I & II** *(Target, Banks, Pier One, Book Store, Joann Fabrics, Pet Box Store, Old Navy, Gas Station, Multiple Restaurants, etc.)*
- **Snowden Square** *(B.J's, Home Depot, Pet Box Store, Michael's, Hobby Lobby, DSW, Gas Station, Banks, Multiple Restaurants, etc.)*
- **Gateway Overlook** *(Costco, Trader Joe's, Lowes, Liquor Store, Multiple Restaurants, Royal Farms, etc.)*
- **Columbia Palace** *(Giant Food, Multiple Restaurants, Gas Station, Banks, Royal Farms, Office Buildings, etc.)*
- **Oakland Mills Village Center** *(Food Lion, Bank, Restaurants, Various Village Center Merchants)*
- **Intersection of Snowden River Parkway/108** (Multiple Restaurants, Elder Care Facility, Hotel, Gas Station)
- **Long Gate Shopping Center** (*Safeway, Various National Chain Stores, Bank, Gas Station, Multiple Restaurants, etc.)*
- **Wegman's**



THE PLAN

LONG REACH VILLAGE CENTER

Plan must incorporate the four (4) components as defined in the Ho. Co. Zoning Regulations that make up a village center.

#1

An outdoor public village green, plaza or square which has both hardscape and softscape elements which should be designed to function primarily as a pedestrian-oriented promenade connecting the various village center buildings and shall include public seating features.

#2

Stores, shops, offices or other commercial uses which provide opportunities to fulfill the day-to-day needs for the village residents, such as food stores, specialty stores, service agencies, financial institutions, personal services, medical services and restaurants.

#3

Space for community uses and/or institutional uses.

#4

If appropriate, to support and enhance other uses in the village center, residential uses

Commercial/Retail/Residential Uses

All new development must recognize that the retail component is the most important part of any redesign of the village center.

While Long Reach is not adverse to a mixed-use approach to any redevelopment of the village center, we feel that a strong emphasis should be placed on the retail portion in a way that will enhance the daily lives of Long Reach's and the surrounding neighborhoods' residents.

If done correctly, the use of a housing component in the village center could help attract a unique variety of vendors to enhance the shopping experience. It would also increase foot traffic and provide a vibrancy to the village center.

The final piece of a redesign must include the community/recreational component. The Village Center is home to Stonehouse and the CA Art Center. The Interfaith Center houses the Celebration Church. The village is fortunate to have an undeveloped 5 +/- acre open space parcel that could be used to enhance any redevelopment plan for the Village Center.

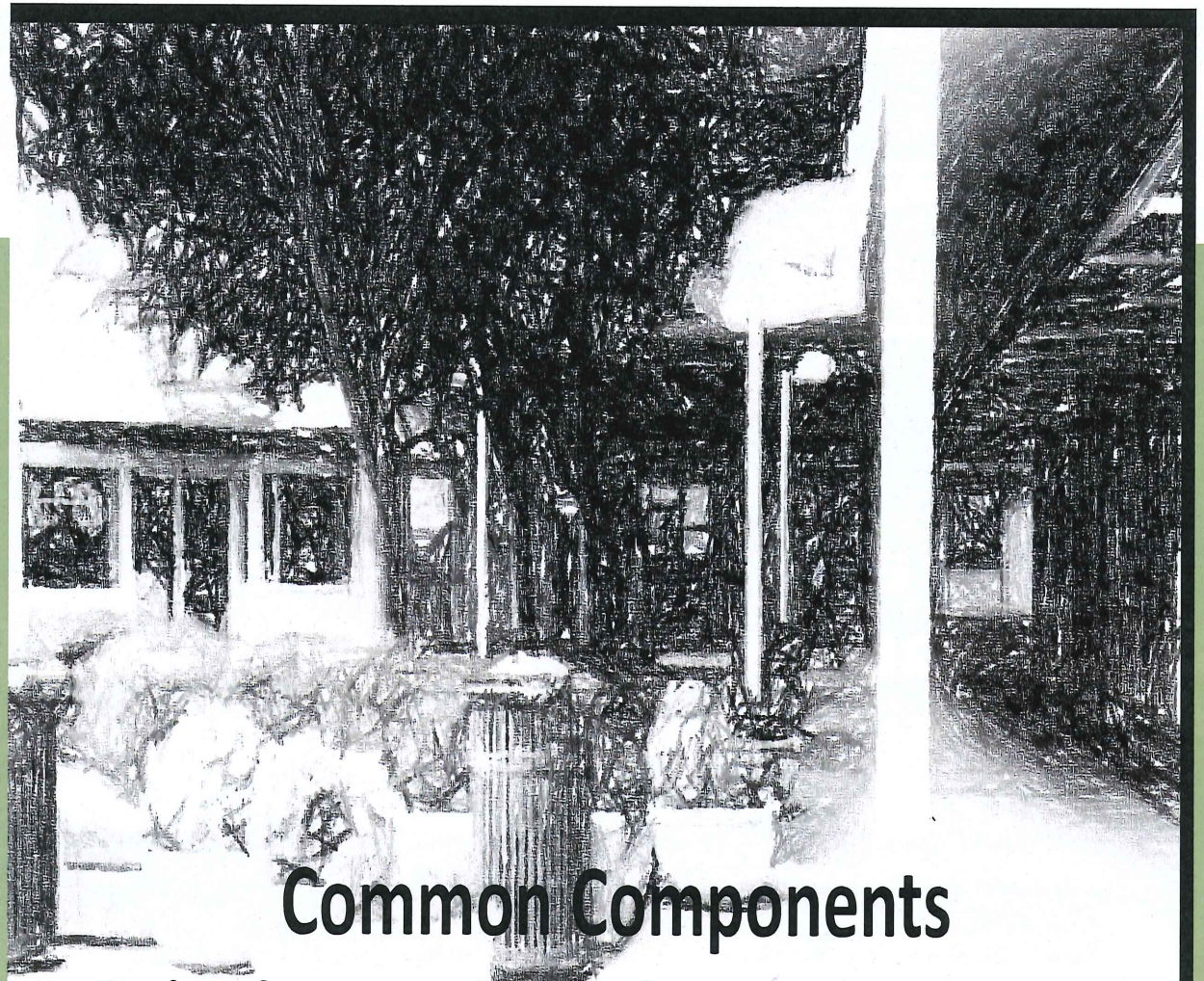
Common Components



Wayfinding signage on nearby roadways as well as adequate signage in the village center property



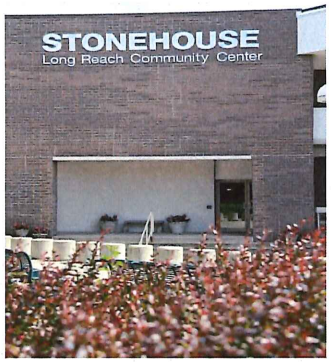
Adequate Parking

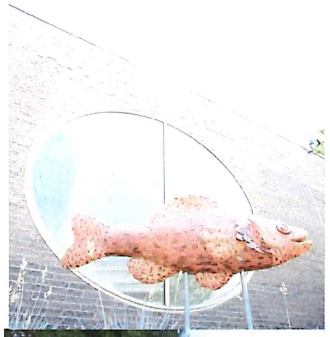


Common Components

- Redevelopment should also incorporate green building standards, water conservation, native plantings.

Common Components









Current Community Uses

- Stonehouse - *the Long Reach Community Center*
- CA Art Center
- Interfaith Center *(Celebration Church)*
- Howard County Police Substation



Outdoor Public Spaces

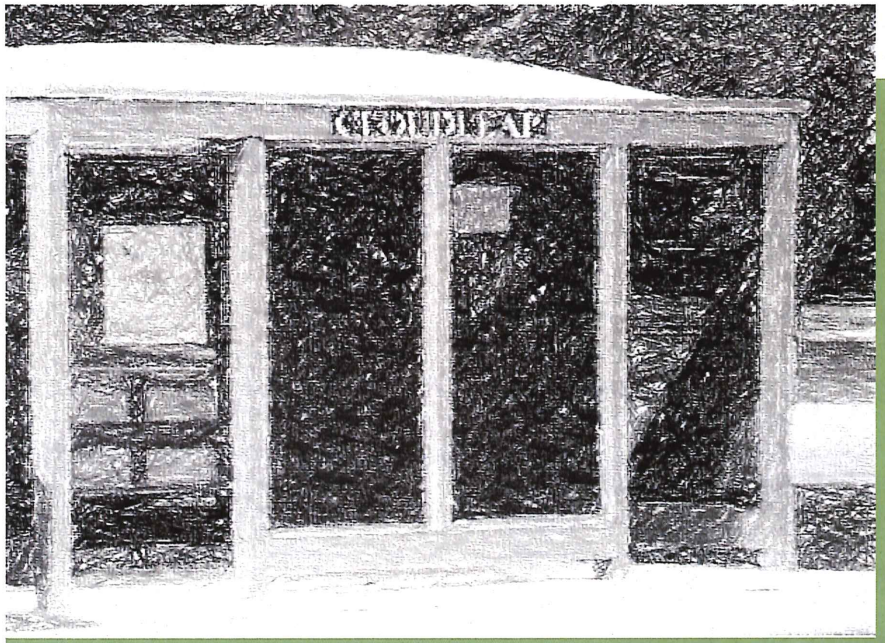
Any redevelopment plan should include a Plaza component within the design to encourage community engagement and provide an aesthetic element to the design.

Due to the CA Art Center's unique presence within the village center, space should be designated in any redesign for exterior art work displays.

Consideration should be given to developing the 5 +/- acres of open space for recreational use.

To view this plan on the web go to www.longreach.org

Transit



- There are currently 2 Howard Transit bus stops on the property. Ensure that public transportation sites are included in any future redevelopment plans.

- Improve the connectivity of the village center to surrounding shopping areas, and Blandair Park by improving & increasing the public walkways/pathways and bicycle paths/lanes.

- There are bike racks at various locations around the village center and need to be included in any future re-development to encourage the use of alternate means of transportation.

Acknowledgments

The Long Reach Village Board appointed a committee to develop a Village Center Master Plan for the Long Reach Village Center. We would like to thank them for their time and expertise.

Master Plan Committee Members

Paul A. Bernard

Edward T. Coleman

Henry F. Dagenais

James P. Howard II

Long Reach Board of Directors

Karen S. Hitcho, Chair

Josh Friedman, Vice Chair

Nina Basu

Charles Nibbana

William A. Taylor

HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING
3430 Courthouse Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2350
Voice/Relay

Valdis Lazdins, Director FAX 410-313-3467

April 25, 2017

Long Reach Village Center Timeline
Key Dates and Planned Schedule

2014

- March 5, 2014 – Adoption of Council Resolution 22-2014 declaring Long Reach Village Center a blighted urban renewal area
- October 21, 2014 – County purchase of first portion of 7.7 acre property within LRVC

2015

- February 20, 2015 – County purchase of second portion of 7.7 acre property within LRVC
- April 30, May 28, June 11, September 17, and November 10, 2015 – five meetings to Reimagine LRVC with the community
- November 20, 2015 – draft Reimagine Long Reach Village Center plan completed

2016

- April 14, 2016 – Chartwell Enterprises selected as the County's real estate advisor for multiple projects including LRVC
- June 9, 2016 – signed contract with Chartwell Enterprises as the County's exclusive real estate advisor in the marketing and sale of the LRVC via an Request for Proposal (RFP) process
- July 8, 2016 – County Council passed a Resolution designating Long Reach as a Sustainable Community
- October 7, 2016 – proposed Reimagine Long Reach Village Center plan completed
- November 16, 2016 – Council completed review of RFP
- December 6, 2016 – Long Reach named a Sustainable Community by Maryland Department of Housing and Community Development
- December 12, 2016 – RFP issued

2017

- January 10, 2017 – Industry Day at LRVC for interested developers
- March 1, 2017 – development proposals due
- March 13, 2017 – LRVC RFP Evaluation Committee meets for the first time to review proposals; the committee met six times from March 13-April 19
- March 20-21, 2017 – RFP Evaluation Committee interviews with short-listed firms
- March 31, 2017 – Price proposal discussions with firms short-listed after interviews
- April 4, 2017 – request for Best and Final Offers (BAFOs) sent to firms short-listed after interviews
- April 13, 2017 – Best and Final Offers (BAFOs) due from firms short-listed after interviews
- April 19, 2017 – RFP Evaluation Committee met to discuss a recommendation of a preferred proposal for the County Executive
- April 24, 2017 – Recommendation from RFP Evaluation Committee presented to County Executive

Planned Schedule – Urban Renewal and Sale

- April 28, 2017 – Letter of Intent (LOI) executed between County and preferred development team
- May 2, 2017 – Public announcement of preferred development proposal

- May 4, 2017 – Planning and Zoning posts technical staff report providing review and recommendations regarding the plans for the urban renewal project (the conceptual redevelopment described in the preferred development proposal)
- May 18, 2017 – Planning Board will review the plans for the urban renewal project (the conceptual redevelopment described in the preferred development proposal)
- May 25, 2017 – County Executive pre-files a resolution to the County Council to approve the Urban Renewal Project and a resolution to authorize sale of the property
- June 4, 2017 (or earlier) – per urban renewal law, the Council public hearing must be advertised in a newspaper at least 15 days prior to meeting, and must give time, place and date of hearing and an opportunity for the public to review the plans for the urban renewal project
- June 19, 2017 – County Council public hearing on the urban renewal project and sale of property
- July 3, 2017 – Council votes on urban renewal project and sale of property
- August 31, 2017 – Purchase and Sale Agreement (P&SA) executed between County and preferred development team
- September-December, 2017 – Developer's due diligence period
- January 2018 (or first quarter 2018) – closing on sale of property

Planned Schedule – Major Village Center Redevelopment Process

- Step 1: Village Center Community Planning Process
  - September, 2017 – Notice of Intent to develop filed with Village Board and Planning and Zoning (at least 60 days prior to first pre-submission community meeting)
  - November, 2017 – First pre-submission community meeting
  - December, 2017 – Second pre-submission community meeting (at least 30 days after first pre-submission community meeting)
  - First or second quarter 2018 (after closing on sale of property) – Design Advisory Panel (DAP) meeting
- Step 2: Zoning Process to amend Preliminary Development Plan (PDP)
- Step 3: Land Development Process
- *Second quarter 2020 – targeted occupancy date for first phase of uses in development plan*

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

Allan H. Kittleman
Howard County Executive
akittleman@howardcountymd.gov

www.howardcountymd.gov
FAX 410-313-3051
TDD 410-313-2323

April 26, 2017

The Honorable Jon Weinstein
Chairperson, Howard County Council
3430 Courthouse Drive
Ellicott City, MD 21043

Dear Chairperson Weinstein:

It is with great pleasure that I present to you the enclosed plans for the revitalization of the Long Reach Village Center (LRVC). The enclosed plans include the LRVC RFP Evaluation Committee's preferred development proposal to revitalize the LRVC. This proposal received a unanimous vote of support from the seven-member committee comprised of community members and representatives from the County Administration, Department of Planning and Zoning, and Department of Public Works. The committee determined that of all the redevelopment proposals received, this proposal most closely met the community's revitalization goals in accordance with the Reimagine Long Reach Village Center Plan. In addition, community representatives noted that the development proposal also conforms with the goals of the 2012 Long Reach Community Association Village Center Master Plan.

As you know, the County purchased 7.71 acres within LRVC in 2014 and 2015 under the County's Urban Renewal Law for the purpose of revitalizing the property. During 2015, the County held a series of meetings to seek input from residents about revitalization. Over 350 residents and other stakeholders participated in the revitalization planning process. This community outreach effort culminated with the preparation of the Reimagine Long Reach Village Center Plan. The plan documented the objectives for revitalization of the LRVC, potential land uses, and potential techniques to facilitate revitalization.

With the Reimagine plan in place, the County secured a real estate services firm to help support efforts to revitalize the LRVC. In December 2016, the County released a request for proposals (RFP) to redevelop LRVC and on March 1, 2017, four proposals were received from the development community in response to the RFP. An evaluation committee, which included three members from the community (a village board member selected by the Long Reach Village Board, a Long Reach business owner selected by the County Administration, and a village board member and Columbia Association representative selected by Councilman Ball) and four County representatives, reviewed and scored each proposal. It is important to note the heavy community involvement that has been a part of this nearly two-year process. I also appreciate you and your colleagues review of the RFP and particularly Councilman Calvin Ball's participation in the planning process and in appointing a community member to serve on the LRVC RFP Evaluation Committee.

The committee met multiple times and conducted interviews to vet all proposals received and unanimously selected the attached preferred proposal, submitted by Orchard Development. The proposal includes planned land uses, demolition, redevelopment, and future zoning changes that would be required to develop the project. The

proposal further describes how this project will meet the Reimagine plan's objectives in the areas of economic sustainability, connectivity, community spaces and building and site design. Also attached is the Reimagine Long Reach Village Center Plan so that you may review the proposal in the context of the Reimagine plan's objectives.

I highly recommend that the conceptual redevelopment described in the preferred development proposal serve as the urban renewal project to revitalize the LRVC, and look forward to advancing the project through the review and approval process. In accordance with Section 13.1106 of the Urban Renewal Law, I formally request that the Council submit the enclosed plans to the Department of Planning and Zoning (DPZ) and to the Planning Board for review and recommendation. Considering the busy Planning Board docket over the next three months, DPZ has reserved a Planning Board meeting date on May 18, 2017. As such, the Department of Planning and Zoning will need to complete and post their review and recommendations by May 4, 2017. Following the Planning Board meeting, I will ask Council to consider a resolution to approve the conceptual redevelopment described in the preferred proposal as the urban renewal project and authorize sale of the County's 7.71 acres to support this project's development. Considering that DPZ has been involved in the development of the Reimagine Plan as well as review of development proposals, DPZ staff has already begun its analysis and expects to complete the Technical Staff Report by May 2, 2017, when the County, along with the RFP Evaluation Committee will hold a public announcement to share the preferred development proposal with stakeholders.

With a scheduled May 18 Planning Board consideration, it is my hope to submit a Resolution to the County Council for June consideration, prior to the August, 2017 legislative recess in anticipation of finalizing the sale of the property before or during Q1, 2018. It is important that this timeline be maintained as an expression of the County's firm commitment to both the community and the development team that revitalization of LRVC is a priority. This will ensure that the development team can deliver its first use for the property by Q2 of 2020. In addition, the development team is prepared to take ownership and manage the Village Center effectively and to the benefit of the community, something that the committee considered in its decision as well. I greatly appreciate your efforts to help us with this process and keep this critical project moving.

I am very proud to support this recommendation from the committee and am pleased at the level of collaboration and cooperation that stakeholders such as the Long Reach Village Association, Columbia Association and the development community have demonstrated. This proposed Urban Renewal Project will truly be a community-inspired redevelopment – from the plan conception phase all the way to project approval. Thank you for your continued support of the revitalization of the Long Reach Village Center. If you have any questions as you review the materials, please do not hesitate to contact me or my staff for assistance.

Sincerely,



Allan H. Kittleman
County Executive

Enclosures:

1. RFP Committee Recommendation
2. Reimagine Plan Developed through Community Meetings
3. 2012 Long Reach Village Center Master Plan
4. List of key dates and planned schedule

MAJOR VILLAGE CENTER REDEVELOPMENT PROCESS

Council Bill No. 29-2009 (ZRA-102) Effective 11/5/09

STEP 1 – VILLAGE CENTER COMMUNITY PLANNING PROCESS

(See Zoning Regulation Section 125.0.J.2 for Details)

STEP 1A. NOTICE OF INTENT (NOI) TO DEVELOP
Petitioner delivers NOI to applicable Village Board and DPZ (At least 60 days prior to first pre-submission community meeting)

↓

STEP 1B. VILLAGE CENTER COMMUNITY PLAN
Village Board may create or update VCCP
(See Zoning Regulation Section 125.0.J.2.b for details)
(Within 60 days of receiving NOI)

↓

STEP 1C. VILLAGE CENTER CONCEPT PLANNING WORKSHOP
The Petitioner shall initiate and participate in a Village Center Concept Planning Workshop.
(See Zoning Regulations Section 125.0.J.2.c. for details)
(At least 1 week from NOI and at least 30 days before first pre-submission community meeting)

⇐ Community Input*
Via meeting

↓

STEP 1D. RESULTS OF WORKSHOP
The petitioner creates a Concept Plan and the Village Board creates or updates the Village Center Community Plan

↓

STEP 1E. FIRST PRE-SUBMISSION COMMUNITY MEETING
(See Zoning Regulations Section 125.0.J.3 for details)

⇐ Community Input*
Via meeting

↓

STEP 1F. SECOND PRE-SUBMISSION COMMUNITY MEETING
(To be held at least 30 days after the first pre-submission community meeting)

⇐ Community Input*
Via meeting

↓

STEP 1G. DESIGN ADVISORY PANEL (DAP) MEETING
Petitioner presents concept plan and design guidelines to DAP
(To be held prior to PDP amendment submission to DPZ)

⇐ Community Input*
Via written comments

Disclaimer: All content contained within this chart is for informational purposes. All projects will be reviewed by this Department on a case-by-case basis. Please refer to Section 125.0 of the Zoning Regulations for more detailed information concerning requirements for Major Village Center redevelopment.

* Community input is welcomed at any time; points indicated are the most opportune times.

June, 2014

MAJOR VILLAGE CENTER REDEVELOPMENT PROCESS

Council Bill No. 29-2009 (ZRA-102) Effective 11/05/09

STEP 2 - ZONING PROCESS TO AMEND PRELIMINARY DEVELOPMENT PLAN (PDP)

(See Zoning Regulation Section 125.0.J.3, 4 and 5 for Details)

STEP 2A. PETITIONER SUBMITS PDP AMENDMENT PETITION TO DPZ

↓

STEP 2B. NOTICE SENT TO VILLAGE BOARD
Within 2 days of acceptance of a Major Village Center redevelopment petition, DPZ sends a notice to the Village Board requesting a Community Response Statement (See Section 125.0.J.3.b. for details)

↓

STEP 2C. COMMUNITY RESPONSE STATEMENT
Within 45 days from notice, the Village Board sends a Community Response Statement to DPZ

↓

STEP 2D. DPZ SCHEDULES A PLANNING BOARD MEETING DATE

↓

STEP 2E. DPZ PREPARES TECHNICAL STAFF REPORT
DPZ prepares technical staff report to be issued to Planning Board two weeks prior to the PB meeting date (Approximately 3 weeks)



Community Input*
Via meeting

↓

STEP 2F. DPZ PRESENTS THE PDP AMENDMENT PETITION TO THE PLANNING BOARD
The Planning Board reviews the DAP recommendations, Community Response Statement from the Village Board, and the DPZ Staff Report Recommendation. Then the Planning Board issues their recommendation. (Approximately 2 to 3 weeks)



Community Input*
Via meeting

↓

STEP 2G. ZONING BOARD ACTION
The Zoning Board evaluates the Major Village Center redevelopment plan based on DPZ Staff Report, Planning Board recommendations and compliance with Section 125.0.J.5 of the Zoning Regulations.
THE ZONING BOARD ISSUES A DECISION AND ORDER



Community Input*
Via meeting

↓

IF APPROVED, THE PETITIONER PROCEEDS TO STEP 3 – LAND DEVELOPMENT REVIEW PROCESS

Disclaimer: All content contained within this chart is for informational purposes. All projects will be reviewed by this Department on a case-by-case basis. Please refer to Section 125.0 of the Zoning Regulations for more detailed information concerning requirements for Major Village Center redevelopment.

* Community input is welcomed at any time; points indicated are the most opportune times.

June, 2014

MAJOR VILLAGE CENTER REDEVELOPMENT PROCESS

Council Bill No. 29-2009 (ZRA-102) Effective 11/05/09

STEP 3 - LAND DEVELOPMENT REVIEW PROCESS

(See Zoning Regulation Section 125.0.C., D. and G. for Details)

STEP 3A. SUBMISSION OF PLANS TO DPZ**
The following are 4 separate plan submissions:
Amended Comprehensive Sketch Plan (ACSP)
Amended Final Development Plan (AFDP),
Environmental Concept Plan (ECP),
Site Development Plan (SDP)

DESIGN ADVISORY PANEL (DAP) MEETING
Petitioner presents Site Development Plan (SDP) to DAP prior to SDP submission to DPZ

REVISED PLANS
If required, 45 day re-submittal deadline.
Return to Step 3A

(If Applicable)

STEP 3B. REVIEW OF PLANS BY SUBDIVISION REVIEW COMMITTEE (SRC)
SRC meeting held 3 to 4 weeks after initial application date

Community Input*
Via letter, email or phone

ECP PLAN

STEP 3C. .PLAN IS APPROVABLE
(May require revised plan submission to specific SRC Agencies)

ACSP OR AFDP OR SDP PLAN

STEP 3D. ECP ORIGINALS (MYLARS) SUBMITTED FOR SIGNATURE APPROVAL
(Generally 45 days or less from Technically Complete Letter)

REVIEW PROCESS COMPLETE FOR ECP STAGE

STEP 3D. PLANNING BOARD PUBLIC HEARING/MEETING
ACSP –Hearing required
AFDP - Meeting required
SDP - Meeting required
Planning Board Makes Decision

Community Input*
Via meeting

ACSP PLAN

AFDP PLAN

SDP PLAN

STEP 3E. ACSP ORIGINALS (MYLARS) SUBMITTED TO DPZ FOR SIGNATURE
(45 day deadline from Planning Board Decision and Order)

REPEAT ENTIRE PROCESS FROM STEP 3A FOR AFDP and SDP

STEP 3E. AFDP ORIGINALS (MYLARS) SUBMITTED TO DPZ FOR SIGNATURE
(180 day deadline from Planning Board approval)

STEP 3E. DEVELOPER AGREEMENT PROCESS, IF APPLICABLE FOR SDP
(Execute Developer's Agreement and payment of fees; 180 days)

STEP 3F. AFDP SIGNED AND AFDP RECORDED AT LAND RECORDS OFFICE BY DPZ

STEP 3F. SUBMISSION OF ORIGINAL SDP FOR SIGNATURE
(180 day deadline from Planning Board approval)

REVIEW PROCESS COMPLETE FOR ACSP OR AFDP OR SDP STAGE

Disclaimer: All content contained within this chart is for informational purposes. All projects will be reviewed by this Department on a case-by-case basis. Please refer to Section 125.0 of the Zoning Regulations for more detailed information concerning requirements for Major Village Center redevelopment.

* Community input is welcomed at any time; points indicated are the most opportune times.

** An Amended Comprehensive Sketch Plan (ACSP), Amended Final Development Plan (AFDP) and an Environmental Concept Plan (ECP) must be submitted and approved prior to submission of the Site Development Plan (SDP). The ECP may be submitted for review at the same time with the ACSP. The AFDP must be submitted after the ACSP is approved.

June, 2014

CR 98-2017

Sayers, Margery

From: Scott Armiger <Scott@orcharddevelopment.com>
Sent: Tuesday, June 27, 2017 11:45 AM
To: CouncilMail
Cc: Gowan, Amy; Siddiqui, Jahantab; Earl Armiger; Robert DeSantis; Todd D. Brown
Subject: LRVC

Councilmembers,

Thank you for the engaging and thoughtful discussion. We appreciate your time and particularly appreciate your interest in ensuring that this redevelopment is a success. The Orchard team is absolutely committed to revitalizing this blighted area as quickly as possible so that the community can once again enjoy a vibrant village center.

We appreciate Councilman Ball's point that community meetings in November and December can be inconvenient. After discussing this with the administration, and considering that we had a productive discussion yesterday, we would like to ask that the Council vote on this resolution on July 3, 2017 so that we can negotiate and execute the Purchase and Sales Agreement, begin our 90-day due diligence period, and work with the County to issue a notice of intent so that the community meetings can be held prior to the November/December holidays. If we are able to receive a commitment from the Council early this week that we may get a favorable vote next week, Orchard is prepared to begin negotiating the Purchase and Sales Agreement now so that we don't waste any time. Given concerns that were expressed about the ambitious timeline, this would both extend the timeline and allow for more time for Zoning Board review.

From our standpoint, and I am copying Jtab to concur on behalf of the administration, we could amend the timeline as follows:

This week (preferably within the next day or two): Receive feedback from Councilmembers on likelihood of favorable vote and begin purchase and sales agreement negotiation.
Early July: Vote and execution of purchase and sales agreement.
Mid-July (earlier if possible): Issue Notice of Intent so that the three required community meetings can be scheduled between July and early November.

Please do not hesitate to contact me or Jtab directly by email or phone if you would like to discuss this request.

I look forward to hearing from you soon.

Sincerely,
Scott

L. Scott Armiger
President
Orchard Development Corporation
5032 Dorsey Hall Drive
Ellicott City, MD 21042
Office: 410-964-2334
Cell: 443-506-7050
www.orcharddevelopment.com
"Creative Approaches To The Built Environment"

Sayers, Margery

From: joel hurewitz <joelhurewitz@gmail.com>
Sent: Monday, June 26, 2017 3:37 PM
To: CouncilMail
Cc: Sager, Jennifer
Subject: CR98-2017 and CR99-2017 Testimony
Attachments: CR98 & CR99-2017 Council Testimony.pdf

Dear Council Members,

Attached please find my written testimony for CR98 and CR99.

Joel Hurewitz

LONG REACH URBAN RENEWAL PROJECT
CR98-2017 and CR99-2017

Testimony of Joel Hurewitz
June 19, 2017

Throughout the Long Reach urban renewal process I have expressed my concerns with the County's application of the Urban Renewal Law as found in the County Code but enacted by the General Assembly. At times, it seems that the County applies the provisions only when convenient to its objectives.

Last year, in regard to the consideration of CR102-2016, I emailed the Council my memorandum "Howard County's Urban Renewal Law is Constitutionally Defective" written in response to Gary Kuc's letter of December 8, 2015. In the memorandum, I explain how the County over the past five decades has made at least two ultra vires amendments to the Urban Renewal Law in clear contravention of the enactment by the General Assembly pursuant to Article III, Section 61 of the Maryland Constitution. Because the law was originally written for the County Commissioners and the language is ambiguous and flawed with a County Executive and County Council, I have urged that the County have the law reenacted and clarified by the General Assembly as was done by Anne Arundel County in 1975 after the adoption of its Charter.

Submitted as part of the record of the Planning Board, I have also written how the Maryland Constitution states that a "blighted area shall mean an area in which a majority of buildings have declined in productivity by reason of obsolescence, depreciation or other causes to an extent they no longer justify fundamental repairs and adequate maintenance." This definition was incorporated as part of 1961, Chapter 877 and is found in Section 13.1102(c) of the Howard County Code.

In enacting CR 22-2014, the Council disregarded the definition for "blighted area" in the Constitution, State Law, and the Howard County Code. The Council unilaterally took it upon itself to create an entirely new definition for "blighted area" stating:

> WHEREAS, the County Council finds that, over time, the Long Reach Village Center has become a blighted area, as demonstrated by these facts 1) a majority of the retail space is vacant; 2) many of the buildings are poorly maintained; 3) ongoing and increasing safety concerns have been expressed by community members, village center occupants and visitors.

The Long Reach Village Center was not then and does not now meet the legal definition for being "blighted." Furthermore, I note that the Council found not there were safety concerns but rather that some people just felt unsafe.

The first flaw in the Urban Renewal Code occurred around 1970 with the adoption of the County Code. This flaw is demonstrated with the section beginning on line 29 of page 2 of CR98-2017. As originally enacted by the General Assembly, the Planning Commission was given authority to review and make recommendation on the project. With the adoption of the County Charter and pursuant to the rules stated by the drafters of the first County Code, this authority should have been transferred to the Planning Board. However, the drafters erred in following their own guidelines and transferred the power to the Office of Planning and Zoning. In contradiction to the language of line 31 of page 2, the Urban Renewal Law Section 13.1106(a) actually refers to the "Office of Planning and Zoning" and not the "Department of Planning and Zoning."

Furthermore, on April 26, 2017 the County Executive sent his letter to Chairperson Weinstein with the plans and formally requested that the Council submit the plans to DPZ and the Planning Board. Since the Council only had a special presentation on Long Reach on June 19, how exactly did the Council as a body formally submit the plans to the Department of Planning or Zoning and the Planning Board on or about May 1, 2017 as stated on line 30 of page 2?

The County's willy nilly application of the Urban Renewal Law is further demonstrated by CR99-2017 pursuing the sale of the property exclusively under the general "Disposition of Real Property" provisions of Section 4.201 and not also those in the Urban Renewal Law. As written, Section 13.1103(s) technically gives the County Executive the authority to sell the property. In addition, CR22-2014 already authorized the County Executive to sell the property by resolving that he "may take any and all actions authorized by the County's Urban Renewal Law, including the adoption of an Urban Renewal Plan and **any other powers contained in Section 13.1103**." This illustrates one of the number of ambiguities which were created in 1970 when the executive and legislative functions of the Urban Renewal Law were allocated to the County Executive and County Council, and this needs to be rewritten and clarified.

Nevertheless, if the County is going to proceed under the Urban Renewal Law it cannot just ignore relevant Code provisions. CR99 must reference and follow the relevant provisions of the Urban Renewal Law for the sale of the property including the requirements in Section 13.1103(s):

> (1) that the purchaser "devote such real property only to the uses specified in the urban renewal plan, and may be obligated to comply with such other requirements as the County Executive may determine to be in the public interest, including the obligation to begin, within a reasonable time, any improvements on such real property required by the urban renewal plan,"
>
> (2) that "Such real property or interest therein shall be retained, sold, leased or otherwise transferred at not less than its fair value for uses in accordance with the urban renewal plan;" and
>
> (3) that the County may restrict the purchaser to sell or "otherwise transfer the real property without the prior written consent of the County Executive."

The record shows that the County paid $7.5 M for the whole parcel; however Orchard Development has offered only $2.5 M. The County paid $2.5 M just for the Safeway site and was willing to sell it to Celebration Church for the same amount plus $1 M for rights to the parking lot. Therefore, with the sharp drop in the value of the property in the last several years, how does $2.5 M now meet the fair value requirements of Section 13.1103(s)?

Furthermore, it seems that the standard power in lines 25-27 of page 2 of CR99 authorizing the County Executive to retain the property if he determines it has a public use seems counter to the spirit if not the letter of the Council's approval of the urban renewal project and could thwart the urban renewal process which the County has generally chosen to follow.

Sayers, Margery

From: Monica Herber <monica.herber@columbiaassociation.org>
Sent: Wednesday, June 21, 2017 5:05 PM
To: CouncilMail
Subject: Resolutions 98-2017, 99-2017

I approve both of these resolutions. I don't know if I am too late to put in testimony. I think this is an interesting and uplifting proposal for the Long Reach Village. I think it will definitely breath new and sustainable life into the village. Was a vote taken on Monday? When will we know if these resolutions have been approved?

- Council Resolution 98-2017 - approving the urban renewal project
- Council Resolution 99-2017 - authorizing sale of county-owned property

thank you,

Monica Herber

Daytime and Youth Program Coordinator

Columbia Art Center (Service of the Columbia Association)

6100 Foreland Garth, Columbia, MD 21045

410-730-0075

Fax 410-997-2902

Monica.Herber@columbiaassociation.org

ColumbiaAssociation.org

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CR 98-2017

BEFORE THE PLANNING BOARD OF HOWARD COUNTY. MARYLAND

* * * * * * * * * * * * * *

SUBJECT: ***Long Reach Village Center Urban Renewal Project***

MOTION: *Recommend that the County Council approve the Orchard Development Team conceptual redevelopment proposal as the preferred Urban Renewal Project to redevelop and revitalize the Long Reach Village Center, as described in the DPZ technical staff report.*

ACTION: ***Recommended approval; Vote 4 to 0.***

* * * * * * * * * * * * * *

RECOMMENDATION

Pursuant to Urban Renewal Law, Section 13.1106 of the Howard County code, the Howard County Council requested the Planning Board to review plans associated with the proposed Long Reach Village Center Urban Renewal Project. On May 18, 2017, the Planning Board held a special public meeting to review the proposed project titled "Proposal for the Redevelopment of the Long Reach Village Center", provided by the Orchard development team along with supplemental materials included in a May 1, 2017, transmittal memorandum from the Howard County Council.

The Planning Board considered the conceptual development proposal, oral and written citizen testimony, and the Department of Planning and Zoning (DPZ) Technical Staff Report and Recommendation. DPZ recommended approval of the proposed Urban Renewal Project based upon the consistency with the objectives outlined in the *Reimagine Long Reach Village Center Plan* and *PlanHoward 2030* polices.

<u>Board Discussion and Recommendation</u>

In work session, the Planning Board concurred with DPZ's evaluation recognizing that:

- The proposal described conceptual plans for renewal calling for new ground-up redevelopment (rather than renovation/reuse), a targeted mix of land uses, demolition, and future zoning changes that would be required to develop the project.
- The number of units, square footage of space and site layout will be determined through the Major Village Center Redevelopment Process.

Board Chairman Engelke commended the proposal for incorporating some of the original village center

principles and reinterpreting them in a new way that will work in the long run. Ms. Adler expressed appreciation for the wholly collaborative effort and commented that the project is likely to be national model. Ms. Roberts echoed comments about community input and collaboration and applauded the environmental components. Mr. Coleman underscored the importance of the past and future village board and community participation in the process. He also acknowledged the struggles of the current shopping center and expressed belief that Long Reach is likely to be better if the proposal is adopted.

Ms. Roberts motioned that the County Council approve the Orchard development team conceptual redevelopment proposal as the preferred urban renewal project to redevelop and revitalize the Long Reach Village Center, as described in the DPZ staff report.

Mr. Coleman seconded the motion. The motion passed by a vote of 4 to 0.

HOWARD COUNTY PLANNING BOARD

Phillips Engelke /JB
Phillips Engelke, Chair

Erica Roberts /JB
Erica Roberts, Vice-chair

Delphine Adler /JB
Delphine Adler

Ed Coleman /JB
Ed Coleman

ATTEST:

Valdis Lazdins
Valdis Lazdins, Executive Secretary

HOWARD COUNTY MARYLAND
Economic Development Authority

TESTIMONY OF

Howard County Economic Development Authority

BEFORE

The Howard County Council

Public Hearing, June 19th, 2017

Testimony for CR98-2017 and CR99-2017

Chairman Weinstein and members of the County Council, the Howard County Economic Development Authority, located at 6751 Columbia Gateway Drive, Suite 500 in Columbia, Maryland is a public-private partnership that promotes the retention, growth and attraction of new businesses to Howard County.

The Howard County Economic Development Authority is submitting this testimony respectfully requesting your support of CR98 and CR99 that will enable the redevelopment of the Long Reach Village Center.

The Authority recently commissioned an economic impact study on the proposed project for the redevelopment of the Long Reach Village Center that has been submitted by the Orchard Development Group. This study was performed by the Economic Alliance of Greater Baltimore and examined the economic impacts of the projected employment, the project anticipated to be generated.

In addition to being a creative project that we believe can be a best-practice model for Village Center redevelopment, the economic impacts make this project worthy of support in terms of job creation and tax revenue. According to the study, the construction activity will generate an estimated 730 full-time jobs, $39.9 million in labor income, $105.6 million in economic output and $4.2 million in state and local taxes over the span of construction activity. When fully occupied the project on an annual basis will sustain 215 jobs, $11.3 million in labor income, $21.7 million in economic output and $1.3 million in state and local taxes per year. A full copy of the report is attached for your review.

The redevelopment of the Long Reach Village Center is long overdue and approval of this plan will bring a new energy and vitality to this neighborhood. The HCEDA urges you to pass CR98-2017 and CR99-2017. From an economic development perspective, it is critical to encourage this development which will bring an aging retail center back into an attractive and productive use.

Thank you.

Lawrence F Twele
CEO
Howard County Economic Development Authority

Economic Impacts of the Redevelopment of Long Reach Village Center

June 16, 2017

Conducted For:

Howard County Economic Development Authority

Conducted by:

Economic Alliance of Greater Baltimore

HOWARD COUNTY MARYLAND
Economic Development Authority

EAGB
Economic Alliance of Greater Baltimore

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Key Findings

The Orchard Development Corporation has proposed development of an economically sustainable and connected community space in the *Proposal for the Redevelopment of The Long Reach Village Center*. The Long Reach Village Center has been targeted by Howard County public and private organizations as a key to revitalizing the Long Reach Village. The proposed redevelopment has both an intangible revitalization effect, creating a dynamic space for community and innovation, as well as quantifiable economic impact on Howard County.

The prospective economic impact of the redevelopment stems from two sources:

- The growth generated during the construction activities, and
- The sustained impacts of the new commercial activity generated within the proposed retail, medical office, and incubator space upon completion.

Construction Activity

The economic impacts of construction activities were calculated using projected construction costs. A total of $64,868,506 in construction costs has been estimated for the redevelopment. These costs are detailed below:

Table 1: Construction Costs

	Commercial	Multi-Family	Townhomes	Parking Garage
Size	75,000 sf	239,088 sf	98,800 sf	498 spaces
Projected Cost	$14,425,000	$34,854,654	$6,624,852	$8,964,000

This spending would generate 730 jobs, $40 million in wages, and $106 million of output in the county over the lifetime of the construction activities. These estimates were generated using the IMPLAN input-output economic modeling software, and utilizing conservative figures when possible. Details of the economic impacts of the proposed construction are provided on the following page.

Table 2: Construction Activity Economic Impacts

	Employment	Labor Income	Output
Direct Effect	414	$24,819,569	$64,462,805
Indirect Effect	139	$6,960,014	$17,823,815
Induced Effect	177	$8,099,528	$23,362,235
Total Effect	730	$39,879,111	$105,648,855

The economic impacts generated by the redevelopment construction activity would result in $4,199,941 of new state and local taxes over the lifetime of construction activities.

New Commercial Activity

The economic impacts of the new commercial activity generated by the proposed retail, medical office, and incubator spaces were analyzed using projected employment levels within the space. These projections were derived using estimated rates of employment per square foot, by type of space. These estimates and the resulting employment projections are detailed below. Note that the incubator space has been excluded from the employment estimates and impact analysis, as the employment and impacts of incubator space can range widely, and this analysis seeks to provide accurate and conservative results.

Table 3: New Commercial Activity Employment Estimates

	Retail	Medical Office	Incubator
SF of Space	37,500	17,500	20,000
SF per Employee	450	300	Not Included
Employment Estimate	83	58	Not Included

The new commercial activity would sustain 215 jobs, $11 million in wages, and $22 million of output in the county when fully occupied per year. Details of the economic impacts of the proposed construction are provided on the following page.

Table 4: New Commercial Activity Economic Impacts

	Employment	Annual Labor Income	Annual Output
Direct Effect	141	$7,802,582	$11,635,806
Indirect Effect	24	$1,260,776	$3,532,337
Induced Effect	50	$2,285,695	$6,592,406
Total Effect	215	$11,349,053	$21,760,549

The economic impacts generated by the new commercial activity would result in $1,298,865 of new state and local taxes on an annual basis.

Methodology

Economic Impact Model

EAGB utilized the IMPLAN input-output model with the most current, 2015 dataset to conduct the economic impact analysis for Howard County. This analysis accounted for direct spending leakages out of the county as well as captured indirect and induced effects.

The two sources of impacts will manifest in three categories of effects:

Direct Effect: Economic activities directly associated with the spending and employment in the construction activities and by the occupants of the completed commercial spaces.

Indirect Effect: Second-order economic activities of industries that respond to new demand generated by the direct economic activities detailed above. These industries supply goods and services to the construction actors and the commercial occupants. Indirect employment is generated as these second-order industries expand to meet this new demand.

Induced Effect: Economic activities generated by spending from workers supported by the direct and indirect effects of construction activities and by the occupants of the completed commercial spaces. As full- and part-time workers employed by the redevelopment activities or an industry indirectly supported by the redevelopment, use their income on typical household consumption, they create additional economic activity. Workers that use their income to purchase retail, housing, banking, and food services induce employment and wage growth in those industries.

The sum of direct, indirect, and induced effects represents the total gross economic impact.

The direct, indirect, and induced effects can be measured in several different ways. The following economic factors are used in this report and, as distinct measures, should not be combined to estimate total economic impact:

Employment: the number of jobs supported

Labor Income: the dollars paid as wages and benefits to workers, as well as proprietor's income

Output: the market value of goods produced or services provided, which is frequently reflected as total revenue or sales in businesses

Tax Generation: the state and local taxes and fees generated, including sales, property, income, and several other tax and fee categories at the local, state, and federal level

Input Estimates

The inputs used to represent the activity of the construction and the new commercial spaces were estimated using a variety of conservative sources.

Construction spending was derived from information provided by Orchard Development Corporation and only accounted for direct construction spending. Engineering, architecture, deconstruction, and several other small costs were not included, allowing for a more conservative model of the potential economic impacts.

New commercial activity employment estimates were made using average employment per square foot figures. These figures can be found in limited detail by several organizations, including the Institute of Transportation Engineers, San Diego Association of Governments, the U.S. Department of Energy, and others. Research uncovered a wide range of estimates; therefore, a conservative employment per square foot estimates was selected, that appropriately reflected the types and locations of the commercial spaces the are the subject of the analysis. The exclusion of impacts of the incubator space further supports the conservative nature of the impacts calculated for the new commercial activities resulting from the Long Reach Village Center Redevelopment. Had estimates been included for incubator employment and economic impact, the result total impact would have increased significantly.

CR 98-2017

HOWARD COUNTY CHAMBER of COMMERCE

Leonardo McClarty
President/CEO, Howard County Chamber

June 19, 2017

Mr. Jon Weinstein
Council Chair, Howard County Council
George Howard Building
3430 Court House Drive
Ellicott City, MD 21043

RE: Long Reach Village Center Urban Renewal Project

Dear Councilman Weinstein:

The Howard County Chamber of Commerce (Chamber) is a business membership organization dedicated to helping businesses from sole proprietors to large international firms grow and succeed. The Chamber promotes the interests of Howard County employers, thereby fulfilling our mission of the providing advocacy, connections, and access to timely information to advance the growth and success of the business community.

For several years, the Chamber as have so many of Howard County's elected officials, residents, and civic leaders watched as market conditions led to the decimation and decline of the Long Reach Village Center (LRVC). The decline of this center has led to the center being named an urban renewal site. Following a competitive RFP process that considered the opinions and desires of the community, we now have before us an opportunity to redevelop the LRVC. The LRVC RFP review committee has recommended approval of a proposal that effectively achieves the goals of both the developer, community, and administration.

Like so many, the Chamber supports the redevelopment proposal offered by Orchard Development. This plan offers a vision of a mixed-use center that can be both a focal point and anchor for the Long Reach neighborhood. Featuring live-work-play components that include multi-generational housing, the proposed development also complements the nearby commercial and residential development. This firm and its leadership are fully entrenched in Howard County business and community affairs. Consequently, it is our belief that this company has the financial capacity, experience, and overall willingness to carry this plan to fruition thereby giving Howard County and its residents and project it can be proud of.

The Chamber's leadership thanks you in advance for your consideration. Should there be any questions concerning our position, please do not hesitate to contact me as I can be reached directly at 443-878-1234.

Respectfully,

Leonardo McClarty, CCE
President/CEO, Howard County Chamber of Commerce

CC: Howard County Chamber Board of Directors
Howard County Legislative Affairs Committee

Sayers, Margery

From: Joyce Bell <julp14@verizon.net>
Sent: Friday, June 16, 2017 6:34 PM
To: CouncilMail
Subject: Long Reach Village Center

Hi, my name is Joyce Bell and I have been an instructor at the Columbia Art Center for the last nine years. I am also a member of the advisorary committee and this week the discussion was centered on the revitalization of the Long Reach Center. Wow was I excited. I can only tell you that I have been waiting for quite a while to hear such great news. I know you are making decisions this Monday in regards to the development of the plan. I most heartily hope this does happen and it has your support. Thank you , Joyce Bell

LONG REACH HIGH SCHOOL
6101 Old Dobbin Lane • Columbia, MD 21045 • 410-313-7117 • (F) 410-313-7422 • www.hcpss.org/lrhs

HOWARD COUNTY
PUBLIC SCHOOL SYSTEM

June 14, 2017

Distinguished Members of the Howard County Council,

I am writing to express my support of the Long Reach Village Center (LVRC) Urban Renewal Project. This was my first year as the principal of Long Reach High School; it has been an honor to serve such an amazing school community. Our students are talented, driven, and graduate with a sense of purpose to positively impact the world around them. As a community, we are proud of our diversity and believe it is what unites us.

Our school community will benefit and take great Lightning Pride in a revitalized Long Reach Village Center. The finished renewal project will provide our families and community members with a gathering place that includes shops, recreation space, and increased connectivity. It is my sincere hope that you move this important project forward.

Sincerely,

Joshua R. Wasilewski
Principal
Long Reach High School

Sayers, Margery

From: Ronald Notes <notesr@gmail.com>
Sent: Wednesday, June 14, 2017 7:43 PM
To: CouncilMail
Subject: Long Reach Redevelopment Plan

Councilmembers Weinstein, Ball, Terrasa, Sigaty, and Fox:

I am writing to express unwavering support for the Long Reach Village Center redevelopment plan that was submitted by Orchard Development and unamiously approved by the Howard County Planning Board on May 18, 2017 as the preferred urban renewal project.

I strongly urge you to please vote in favor of this redevelopment plan as approved by the Planning Board.

I am a resident of Howard County and feel strongly that Orchard's plan will provide a template for other village centers in Columbia but for other redevelopment efforts in the region and nationwide. The plan is a great mix of community building, retail development, housing, workforce development, and environmentally optimized design, like vertical farming.

Thank you for your support

Ronald Notes

Sayers, Margery

From: Josh Notes <joshnotes@gmail.com>
Sent: Monday, June 12, 2017 11:20 AM
To: CouncilMail
Subject: Long Reach Village Center redevelopment

Councilmembers Weinstein, Ball, Terrasa, Sigaty, and Fox:

I am writing to express my full support for the Long Reach Village Center redevelopment plan that was submitted by Orchard Development and unanimously approved by the Howard County Planning Board on May 18, 2017 as the preferred urban renewal project.

I strongly urge you to please vote in favor of this Long Reach Redevelopment plan as approved by the Planning Board.

I am a 20+ year resident of and business owner in Long Reach and have attended multiple meetings at Stonehouse about this project. I believe strongly that Orchard's plan will provide a template for other village centers in Columbia but for other redevelopment efforts in the region and nationwide. This reimagine Long Reach project has provided a continuance of Rouse's original vision and the plan picked did just that, while mixing the needs of community, building, retail development, housing, workforce development, and environmentally optimized design. The vertical farming is the cherry on top.

Please let us make the change we want see in the world.

Thank you,

--
Josh Notes

Cell (443) 676-8648

Sayers, Margery

From: David Wissing <drwissing@gmail.com>
Sent: Tuesday, June 06, 2017 1:01 PM
To: CouncilMail
Subject: Written Testimony for CR98-2017 and CR99-2017

I am writing on behalf of the pre-filed legislation **Council Resolutions CR98-2017 and CR99-2017** and my request to all Council Members to both support both resolutions as presented and allow a vote on these two items at the July 3rd legislative session to help maintain the proposed schedule by the County and Developer.

I am a life-long resident of Columbia and have lived in different parts of Columbia, including Oakland Mills, Town Center, and for the past three years in Long Reach. Growing up in Oakland Mills, the Oakland Mills Village Center became one the places I frequented regularly, whether it was at the miniature golf course that once existing, the Columbia Ice Rink, the loft at the Other Barn, or with my Mom at the Grocery store. The Village Center was an important place in my youth and a special and unique piece of Columbia that makes it what it is.

But as the demographics and times have changed, the original purpose of the Village Centers and their function need to change with it. One needs to look no further than my home new home's village center in Long Reach as a place that has struggled over the years to keep up. When I moved to Long Reach, where I plan to raise my family, one of my main questions is what will happen to the Long Reach Village Center. After some research, I learned the Long Reach Board of Directors (Village Board) developed a Master Plan. In 2015, I attended three of the five public meetings held by the County under ReImagine Long Reach and was impressed by the public input into what became the ReImagine Long Reach Plan that eventually led to current point we are at today.

I am a big believer in Columbia and its future, which is one reason our family has settled here and plan to raise our new family. My excitement for what the Long Reach Village Center grew even more last month when the County introduced the developer and their plans for the new Long Reach Village Center. It was very clear from the proposed plan that the developer took into account the public input that created the Long Reach Village Center Master Plan and the subsequent ReImagine Long Reach Plan. I was also excited to see the Howard County Planning Board give a unanimous approval to the conceptual plan at its May 18th meeting.

Neighbors I have spoken to are excited, but the one question that is constantly asked is when this will get started. Like me, they are residents of Long Reach who are raising families and they want to see the Long Reach Village Center reach its full potential and become another exciting area in Columbia as quickly as possible. The current schedule is for a first-use in the first quarter of 2020, which seems like a long time away. However, in order to maintain this schedule, the county needs to approve the Urban Renewal Plan (CR98-2017) and approve the sale of the property (CR99-2017) by the July 3rd date.

I hope and expect there will be many more public hearings on the Long Reach Village Center as this conceptual plan starts to develop through the process to the final plans. But in order for that process to begin, these first two steps with CR 98-2017 and CR99-2017 need to occur. **With no legislative session scheduled for August, pushing this until September has the potentially of delaying this process and threatening the hoped-for 2020 opening.**

I ask you to support Council Bills 98-2017 and 99-2017 and look forward to the discussion at the public hearing on June 19th and ask for a vote at the July 3rd legislative meeting.

Thank you for your time and consideration

David Wissing

Twenty Year Chase, Columbia

410-707-2612

Sayers, Margery

From: Carly Smith <carsmi333@gmail.com>
Sent: Sunday, June 04, 2017 8:50 PM
To: CouncilMail
Subject: Redevelopment of LRVC

To whom it may concern,

Good morning. My name is Carly Jannati and I've been a resident of LR since 2014. Since moving here we've grown our family from 2 to 4 and we've become more aware of all that Long Reach has to offer.

Living a short walk away from the LRVC I have always wanted it to be an area that I could walk to with my family and spend quality time.

I've seen the plans for the Orchard redevelopment of the LRVC and as a community member it has full support. I believe it will attract a diverse group of people and be a destination that will not only cater to the community but be a place that I feel safe taking my 2 young children.

I hope to see the development take place and bring about a cultural community center we can all enjoy together.

Carly J

Thelo garth

4439047996

Sayers, Margery

From: Rachel Ready <rachel.w.ready@gmail.com>
Sent: Saturday, June 03, 2017 8:36 AM
To: CouncilMail
Subject: Redevelopment of Long Reach VC

To whom it may concern,

Good morning. My name is Rachel Ready and I've been a resident of LR since 2013. Since moving here we've grown our family from 2 to 4 and we've become more aware of all that Long Reach has to offer.

Personally, I've taken advantage of the art center by taking painting classes with Trudy Babchak and see the potential of the LRVC.

I've seen the plans for the Orchard redevelopment of LRVC and I'm greatly impressed with the vision laid out. I'm writing to express my strong support for the project and the revitalization I believe it will bring to the center.

I hope to see the development take place and bring about a cultural community center we can all enjoy together.

Please feel free to contact me with questions regarding my support.

Kind regards,
Rachel Ready
Watercress Place

734-945-7243

Sayers, Margery

From: Jason Jannati <jasonjannati@gmail.com>
Sent: Friday, June 02, 2017 5:58 PM
To: CouncilMail
Subject: Long Reach VIllage Center Thoughts

Hello, my name is Jason Jannati a Long Reach resident, proud father of two little ones, an Oakland Mills / Howard CC alumni and heading the sustainability portion of Orchard's development team for the LRVC re-development.

I believe in Long Reach and feel that the proposed plan will revitalize and truly enhance our community's quality of life. With the agricultural/entrepreneurial and recreational vision, this will be a gem for the entire region. This plan offers our community a thriving destination to enjoy food, culture and family.

This concept was also created with our children in mind, I feel our plan actualizes what a village center in Columbia should represent. A center that generates clean energy, clean food, entrepreneurial incubation and great jobs for the Long Reach community.

Thank you for your consideration, I know this project will make Long Reach, Columbia and the Howard County community proud.

Cheers,
Jason Jannati

Sayers, Margery

From: Sobolewski, Bonnie L <bonnie.l.sobolewski@bankofamerica.com>
Sent: Friday, May 26, 2017 12:44 PM
To: CouncilMail
Subject: Long Reach Redevelopment

The plan for Long Reach is exciting and holds a lot of promise.
I would like to share a few thoughts:

I am concerned about safety in the proposed parking garage. The area has a high criminal element which could flourish with ready-made victims coming and going in a parking garage that will offer plenty of concealment opportunities, out of the public eye.

I hope that the housing units will not be so tall with narrow common areas that it will feel claustrophobic, like old time tenements.
Would it be possible to consider offering the housing at a lower cost to county Police Officers and Firefighters? Most of them cannot afford to live in the county where they work.
If there were Police who resided there, that would help address the crime concern for the area. If there were firefighters/EMTs who lived there, that would be beneficial to the incoming senior population.
It would be a win-win for everyone!

I would Love if the food incubator area would be a cost-effective area to go to eat, and offer normal size portions at a reasonable cost.
We have so many expensive places to eat around here, and the portions are always huge.
It would be really nice to get a home-cooked meal that was affordable, and a good option for the seniors that could walk there for inexpensive meals.

Regarding the proposed dog park – How will it be monitored? Given the existing conditions in the area, there may be a concern about local Pit Bulls.

Thank you,

Bonnie Sobolewski
Protective Services
Corporate Security
(443) 285-0204

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Sayers, Margery

From: Karen Hitcho <hitcho2@verizon.net>
Sent: Friday, May 26, 2017 6:22 AM
To: CouncilMail
Subject: Long Reach Development

To the Howard County Council,

As I said in my recent e-mail to the Columbia Flier, the proposed redevelopment of the Long Reach Village Center is a wonderful example of private-public partnership. The plan presented by Orchard Development, a highly respected local developer, is everything the Long Reach Board proposed in our village Master Plan and more.

As someone who has worked for many years to better the Long Reach Community, I urge you to support this plan.

We will never have a better offer. Thank you Karen Hitcho, former Chair of the Long Reach Village Board

Sayers, Margery

From: Kevin.Inghram@wellsfargo.com
Sent: Thursday, May 25, 2017 4:10 PM
To: CouncilMail
Subject: Reimagine Long Reach

Good Afternoon,

My name is Kevin Inghram and I am a nearly 6-year resident of Columbia who both lives and works in Long Reach. I wanted to drop the council a quick line to voice my support for the Reimagine Long Reach Village Center proposal that was recently approved by the county planning board. I hope the council will also support this plan and do what is needed to restore vibrancy and a sense of community to a village center that has been without it for so long.

Best Regards,

Kevin Inghram Jr.

Securities Analyst
Structured Products Services

Wells Fargo Corporate Trust I 9062 Old Annapolis Rd. I Columbia, MD 21045
MAC R1204-010
Tel 410-884-2089

kevin.inghram@wellsfargo.com

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Sayers, Margery

From: Lise Mendel <mendelkramer@comcast.net>
Sent: Wednesday, May 24, 2017 12:55 PM
To: CouncilMail
Subject: Village Center Update

Hello. I live in Long Reach, and I was present at several of the community meetings for the Long Reach Village Center redevelopment. At these meetings it was explicitly stated that several features of the Village Center (including the Columbia Arts Center and Stonehouse) would remain intact. I have just received an email from K. Bolinger at a Howard County Government email address with a link to the redevelopment proposal from the Orchard Development Team which makes it unclear that this is the case.

I have concerns about other aspects of the proposal as well (it looks as though there is no interest in providing affordable housing, and the buildings will be considerably larger than we were assured would be considered). I would like to express my strong concerns about the proposal.

--
Lise (it rhymes with Peace) Mendel

Sayers, Margery

From: Bristol Green President <bristolgreencondos@gmail.com>
Sent: Tuesday, May 23, 2017 10:31 PM
To: CouncilMail
Subject: Long Reach Village Center

Hello,

I am the President of the Bristol Green Condo Association, located off of Old Dobbin Lane.

I have two comments/questions so far regarding the redevelopment of the Village Center.

- I noticed that the StoneHouse and the Art Center are labeled as "future development area" in one of the drawings of the center. Regardless of the possibility of these buildings being demolished in a future phase, will there be meeting rooms available in the redeveloped village center available for rent? We hold our Association meetings in the Jeffers Room and sometimes Tamar Room of the StoneHouse, but find the facilities to be run down and extremely dated with absolutely no technology and barely acceptable climate control. The availability of modern furnished meeting spaces equipped with audio-visual equipment would be a huge benefit to the Village Center and the surrounding area.

- I read the info regarding the micro-grid of electrical production and the possible interconnection to the nearby Long Reach High School. I would be interested in hearing if there would be a possibility for our Association to join this grid in some capacity to power our common areas, or, at a minimum purchase some electricity from that grid. I would also be open to entertaining the idea of mounting solar panels on our 10 large buildings to connect in as well (maybe with a partnership with the county or whomever ends up owning the grid).

Thank you,
Travis Beaver
Daytime: 443-259-3163

Sayers, Margery

From: Meesam Raza <meesamraza@yahoo.com>
Sent: Tuesday, May 23, 2017 2:09 PM
To: CouncilMail
Subject: Long Reach

I do approve