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When Recorded Return to:  
Howard County Office of Law  
3450 Court House Drive  
Ellicott City, Maryland 21043

Development: Chapelgate Woods LR - Government  
Location: See Exhibit A Instrument - 13 0.00  
Agency Name: Howard  
County  
Instrument List:  
Agreement / Easement  
Describe Other: US Home  
LLC  
Ref: 13  
=====  
Total: 235.00  
08/08/2022 08:38  
CC13-010  
#16491457 CC0503 -  
Howard Co Ellicott  
City/CC05.03.03 -

**Howard County, Maryland  
Moderate Income Housing Unit Program in CEF-M District  
(For Sale Dwelling Units)**

**MODERATE INCOME  
HOUSING UNIT AGREEMENT**

**THIS MODERATE INCOME HOUSING UNIT AGREEMENT** (this "Agreement") is made as of the Agreement Date (as herein defined) by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "County") and **U.S. HOME, LLC**, a Delaware limited liability company (the "Owner/Developer").

**RECITALS**

A. The Developer proposes to develop a 134-unit for-sale residential development in accordance with §121.0 of the Howard County Zoning Regulations (the "Zoning Regulations") in the CEF-M (Community Enhancement Floating) zoning district on certain land located in Howard County, Maryland, and more specifically described in the Final Development Plan No. F-21-011 (the "Development").

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B. In compliance with §121.0.E of the Zoning Regulations, the Developer agrees to include in the Development at least ten percent (10%) of the units as moderate income housing in accordance with the procedures established by the County in §13.400 et seq. of the Howard County Code (the "Act").

C. Pursuant to the Act, the developer of a mixed use development in which moderate income housing units are proposed must, among other things, submit to the County's Department of Planning and Zoning ("DPZ"), concurrent with the submission of the original final plat or original site development plan for approval, as applicable, a moderate income housing unit agreement in the form prescribed by the County.

D. In compliance with the Act, and in order to induce the Developer to provide moderate income housing units in the Development, the Developer and the County agree to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the County agree as follows:

1. **Definitions.**

(a) All terms defined in the Act or previously defined in this Agreement are incorporated herein by reference.

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(b) "Agreement Date" means the last date upon which the parties hereto have executed this Agreement, as indicated by the date below the respective signatures on the signature page.

2. **Number of Moderate Income Housing Units.**

(a) **Minimum Requirement.** The Developer acknowledges and agrees that the Zoning Regulations require that at least ten percent (10%) of the total number of dwelling units in the community in which the Development is located shall be moderate income housing units.

(b) **Moderate Income Housing Units to be Provided.** The Developer agrees to provide in the Development the number of moderate income housing units set forth on Exhibit "A" attached hereto.

3. **Construction Plan.**

(a) **Phasing Requirement.** The Developer acknowledges and agrees that, to the extent practicable, taking into account current market conditions, the needs of eligible purchasers, and planning considerations, the Developer shall provide that each phase of the Development shall contain its proportionate share of the total number of moderate income housing units to be provided under this Agreement.

(b) **Specified Lots.** The Developer agrees that the moderate income housing units shall be constructed on the lots identified on Exhibit "A" attached hereto.

(c) **Minimum Specifications.** The Developer agrees that the moderate income housing units shall be constructed in accordance with the Minimum Specifications for Moderate Income Housing Units established by the Department, as amended from time to time, the receipt of a copy of which the Developer hereby acknowledges.

4. **Covenants.**

(a) The Developer shall record in the Land Records of Howard County concurrently with the recordation of the final subdivision plat or site development plan approval, as applicable, covenants as prescribed by the County governing the sale of the moderate income housing units in the Development. The covenants shall be recorded on each lot designated for a moderate income housing unit.

(b) The Developer agrees to notify every eligible purchaser of the existence of the covenants by inserting a provision in the Contract of Sale. Such provision shall be in bold capital letters.

5. **Substitution of Moderate Income Housing Units.** If, after recording the covenants required by this Agreement, the Developer desires to substitute a lot or lots in the Development for any lot or lots designated for a moderate income housing unit, the County will extinguish the covenants on the designated lots if:

(a) The Developer designates and records the prescribed covenants on other lots within the Development such that the minimum number of moderate income housing units is maintained; and

(b) The substitution of lots will maintain, to the extent practicable, taking into account current market conditions, the needs of eligible purchasers, and planning considerations, that

(i) each phase of the Development shall contain its proportionate share of the total number of moderate income housing units;

(ii) the moderate income housing units are in the same ratio of unit types as the overall Development; and

(iii) the moderate income housing units are evenly distributed within each phase of the Development.

**6. Sale of Moderate Income Housing Units.** The Developer agrees that upon execution of a sales contract/purchase agreement between the Developer and an Eligible Purchaser, the Developer shall collect an earnest money deposit of up to Five Hundred Dollars (\$500.00) from the Eligible Purchaser. In no event shall the Developer require the Eligible Purchase to remit a deposit in excess of \$500.00.

**7. The Developer's Representations and Warranties.** The Developer represents and warrants that:

(a) Authority. The Developer has full power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) Litigation. There are no suits, actions, hearings, violations, investigations, or other proceedings pending against the Developer before any court or governmental agency in any way relating to the Development.

(c) Bankruptcy. The Developer is not the subject of any bankruptcy or insolvency proceedings at law or in equity or otherwise.

(d) Commitments Affecting the Development. Except for homeowner or condominium association documents, which documents have been reviewed and approved by the County, the Seller has not made any offers, commitments or promises to any governmental authorities, adjoining or surrounding property owners, prospective purchasers or others that would in any manner be binding upon the County or interfere with the County's ability to enforce the covenants required by this Agreement.

(e) Compliance with Laws. The Developer has complied with all laws and regulations applicable to the Development.

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8. **Remedies.**

(a) In the event that the Developer fails to comply in any respect with any of the terms and conditions of this Agreement, after notice of default and reasonable opportunity to cure, in addition to any and all other remedies available to the County at law or in equity, at the sole option of the County, the Developer shall convey to the County or a designee the lots designated on Exhibit "A" for moderate income housing units.

(b) Upon the Developer's compliance with paragraph (a), the County shall terminate this Agreement.

9. **Specific Performance.** The Developer hereby agrees that the County shall have the right, among others, to enforce its rights under this Agreement through an action for specific performance.

10. **Amendment.** This Agreement may not be amended without the written agreement of the parties.

11. **No Waiver.** Failure of any party to require performance by another of any of the terms of this Agreement shall not affect the party's right to enforce such term. Waiver of any term hereof shall not constitute waiver of any other term or breach hereof.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

13. **Headings.** The headings of this Agreement are for reference only and shall not be deemed to limit or define the meaning hereof.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

15. **Time of the Essence.** Time is of the essence in this Agreement.

16. **Notices.** All notices and other communications required under this Agreement shall be in writing and delivered or mailed, by registered or certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

(a) Communications to the County shall be mailed to:

Department of Housing and Community Development  
9820 Patuxent Woods Drive – Suite 224  
Columbia, Maryland 21046

With a copy to the County Solicitor at the following address:  
County Solicitor  
3450 Courthouse Drive  
Ellicott City, Maryland 21043

- (b) Communications to the Developer shall be mailed to the address identified on Exhibit "A" attached hereto, or at such other address as the Developer may notify the County of in writing.

17. **Conflicts of Interest.** The persons signing on behalf of the Developer certify that they understand the provisions of Section 901(a) of the Howard County Charter and Section 22.204 of the Howard County Code dealing with conflicts of interest.

18. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Maryland.

19. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters contained herein. All previous agreements, understandings, promises, and representations, whether written or oral, relating to this transaction, are superseded by this Agreement.

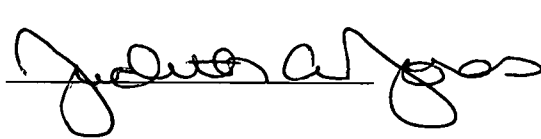
[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Developer and the County, by their duly appointed representatives, have executed, sealed, and delivered this Agreement as of the date first written above.

WITNESS/ATTEST:

OWNER/DEVELOPER: U.S. HOME, LLC

By: Lennar Corporation, Sole Member



By: Mark Anderson (SEAL)  
Mark Anderson, Vice President

Date: 3/31/22

ATTEST:

HOWARD COUNTY, MARYLAND



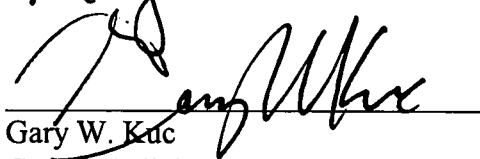
for Lonnie R. Robbins MAY 25 2022  
Chief Administrative Officer

By: 

Calvin Ball  
County Executive

Date: MAY 25 2022

Approved for Form and Legal Sufficiency this 23<sup>rd</sup> day of May, 2022:

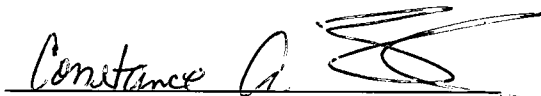


Gary W. Kuc  
County Solicitor

Approved by Department of Housing and Community Development:

By: Kelly A. Cimino  
Kelly A. Cimino  
Director

Reviewing Attorney:



Constance A. Tucker, Principal Counsel

Exhibit A: Construction Plan for Moderate Income Housing Units

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**EXHIBIT A**  
**Construction Plan for Moderate Income Housing Units**

**I. Developer Information:**

Owner/Developer: U.S. HOME, LLC  
Address: 7035 Albert Einstein Drive – Suite 200  
Columbia, Maryland 21046

**II. Development Information:**

Name of Development: Chapelgate Woods  
Development Address: Starlight Place  
Marriottsville, Maryland 21104  
SDP/F No.: F-21-011  
Total dwelling units: 134 dwelling units

**III. Moderate Income Housing Units:**

Total moderate income housing units: 21 moderate income housing units  
Percentage of total dwelling units: 15.6%  
Location of moderate income housing units:

Lot 21	Lot 50	Lot 81	Lot 101
Lot 24	Lot 52	Lot 84	Lot 120
Lot 26	Lot 72	Lot 86	Lot 122
Lot 29	Lot 75	Lot 90	
Lot 39	Lot 76	Lot 95	
Lot 40	Lot 79	Lot 98	

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