

County Council of Howard County, Maryland

2024 Legislative Session

Legislative Day No. 4

Resolution No. 41-2024

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

Short Title: Easement Termination – Ilchester Road – 0.1595 Acres

Title: A RESOLUTION pursuant to Section 4.201 of the Howard County Code declaring that public tree maintenance easements containing approximately 0.1595 acres are no longer needed by the County for public purposes; authorizing the County Executive to terminate the easement and convey the property interest to the fee simple owner, Baltimore Gas and Electric Company; waiving the advertising and bidding requirements of Section 4.201 of the Howard County Code in order to convey the property to Baltimore Gas and Electric Company; and providing that the County Executive is not bound to terminate the easement and convey the property if he finds that the easements may have a public use.

Introduced and read first time April 1, 2024.

By order Michelle Harrod
Michelle Harrod, Administrator

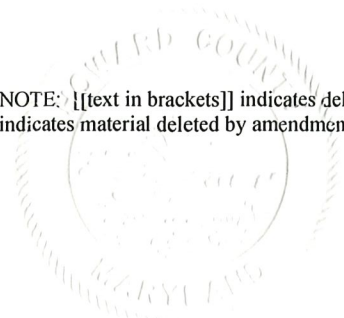
Read for a second time at a public hearing on April 15, 2024.

By order Michelle Harrod
Michelle Harrod, Administrator

This Resolution was read the third time and was Adopted , Adopted with amendments___, Failed___, Withdrawn___, by the County Council on May 6, 2024.

Certified By Michelle Harrod
Michelle Harrod, Administrator

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



1 **WHEREAS**, Baltimore Gas and Electric Company (“BGE”) is the fee simple owner of
2 that certain real property shown on Tax Map 31 as Parcel No. 557 (the “Property”); and

3
4 **WHEREAS**, as part of plan for redevelopment, F-20-021, the County acquired
5 easements for public tree maintenance (the “Public Tree Maintenance Easements”) on the
6 Property by Deed of Easement dated October 26, 2020, and recorded among the Land Records of
7 Howard County, Maryland in Book 20511, Page 306, on April 26, 2021; and

8
9 **WHEREAS**, BGE intends to abandon portions of plan F-20-021 and has requested that
10 the County release the Public Tree Maintenance Easements containing approximately 0.1595
11 acres, as described and shown on the attached Exhibit 1, as “Public Tree Maintenance Easement
12 “A””, “Public Tree Maintenance Easement “B””, and “Public Tree Maintenance Easement “C””
13 on sheets 2 and 3 on the plat titled “Baltimore Gas and Electric Co. (BGE), BGE Howard
14 Service Center”; and

15
16 **WHEREAS**, the County reviewed the easement termination petition submitted by BGE
17 and determined that the Public Tree Maintenance Easements are no longer required for public
18 purposes; and

19
20 **WHEREAS**, Section 4.201 “Disposition of real property” of the Howard County Code
21 authorizes the County Council to declare that property is no longer needed for public purposes and
22 also authorizes the County Council to waive advertising and bidding requirements for an individual
23 conveyance of real property upon the request of the County Executive; and

24
25 **WHEREAS**, the County Council has received a request from the County Executive to
26 waive the advertising and bidding requirements in this instance for the conveyance of Public Tree
27 Maintenance Easements to BGE.

28
29 **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard County,
30 Maryland, this 16 day of May, 2024, that the Public Tree Maintenance
31 Easements, a portion of the Property containing 0.1595 acres, as described and shown on the

1 attached Exhibit 1, as “Public Tree Maintenance Easement “A””, “Public Tree Maintenance
2 Easement “B””, and “Public Tree Maintenance Easement “C”” on sheets 2 and 3 on the plat titled
3 “Baltimore Gas and Electric Co. (BGE), BGE Howard Service Center” are no longer needed by
4 the County for public purposes and may be conveyed to Baltimore Gas and Electric Company.
5

6 **AND BE IT FURTHER RESOLVED** that, having received a request from the County
7 Executive and having held a public hearing, the County Council declares that the best interest of
8 the County will be served by authorizing the County Executive to waive the usual advertising and
9 bidding requirements of Section 4.201 of the Howard County Code for the conveyance of the
10 Public Tree Maintenance Easements to Baltimore Gas and Electric Company.
11

12 **BE IT FURTHER RESOLVED** that if the County Executive finds that the Public Tree
13 Maintenance Easements should not be terminated, he is not bound to terminate the County’s
14 easement interests in accordance with this Resolution.

4/26/2021 10:03 AM Csh 0060 Reg 0049
T/Ref 0049137425 Grp 000001 R/Lne 000005
Validation Number: 0049-165280
Recordation Tax Amount: \$0.00
Consideration Amount: \$0.00
Transfer Tax Amount: \$0.00
Consideration Amount: \$0.00
Parcel Number: 11111111
Doc Type: Easements

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

Subdivision No. F-20-021/SDP-19-058

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this day of 26 October, 2020
by and between **BALTIMORE GAS AND ELECTRIC COMPANY** (the "Grantor"), A
Maryland corporation, and **HOWARD COUNTY, MARYLAND** (the "Grantee"), a body
corporate and politic.

WHEREAS, the Grantor is the fee simple owner of certain real property located
within the First Election District of Howard County, Maryland commonly shown as Parcel
√557 on Tax Map 31 (the "Property").

WHEREAS, the Grantor has subdivided the Property in accordance with the
Subdivision and Land Development Regulations of Howard County, Maryland (the
"Regulations"), said subdivision commonly referenced as BGE Howard Service Center
(the "Subdivision"), and shown on the final subdivision plat prepared by Hanover Land
Services, Inc., Registered Professional Engineers and Land Surveyors, titled "Subdivision
Plat, Baltimore Gas and Electric Co. (BGE), BGE Howard Service Center, 5130 Ilchester
Road" and recorded among the Land Records of Howard County, Maryland (the "Land
Records") as Plat Numbers 25712 thru 25714 (the "Plat").

WHEREAS, pursuant to the Regulations, the Grantor is required to dedicate
easements to lay, construct, maintain, expand, modify, repair, remove and/or replace the
public utilities and services described herein (collectively the "Public Improvements") to
service the Subdivision.

NOW, THEREFORE, in consideration of the approval of the Plat and the mutual
premises herein, the receipt and sufficiency of which are hereby acknowledged, the
Grantor hereby grants and conveys unto the Grantee, its successors and assigns, the
following exclusive easements in, on, over, across and through certain portions of the
Grantor's Property for the Public Improvements (collectively, the "Easement"):

- (a) an easement for planting and maintaining trees for the benefit of the public
shown by metes and bounds on the Plat and designated thereon as Public
Tree Maintenance Easement "A", Public Tree Maintenance Easement "B", and
Public Tree Maintenance Easement "C" (collectively, the "Public Tree
Maintenance Easement Areas"), and
- (b) an easement for the construction, maintenance and use of public water and
sewer connection facilities shown by metes and bounds on the Plat and
designated thereon as Proposed 20' Water & Utility Easement "A" and Public

LR - Government
 Instrument - 13
 Agency - Howard
 County
 Instrument List:
 Agreement - Easement
 Description:
 Baltimore Gas and
 Electric
 Ref:

Total
 05/04/2021 08:15
 #1488-270-00503 -
 Howard Co
 Columns and
 Columns and
 Reg's

40

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 20511, p. 0306, MSA_CE53_20503. Date available 05/11/2021. Printed 03/05/2024.

20' Water & Utility Easement "B" (collectively, the "Water and Sewer Easement Areas")

THE EASEMENT AREA BEING A PART of the Property acquired by the Susquehanna Transmission Company of Maryland from Harry S. Morfoot and Daisy Morfoot, by Deed dated March 19, 1932 and recorded among the aforesaid Land Records in Liber 143, folio 175; Emily S. Macklin and Charles F. Macklin, by Deed dated May 17, 1932 and recorded among the aforesaid Land Records in Liber 143, folio 440; William J. Rider and Lida V. Rider, by Deed dated January 19, 1933 and recorded among the aforesaid Land Records in Liber 145, folio 188; and Rassie Rider, (widow of Caleb Rider), by Deed dated March 14, 1933 and recorded among the aforesaid Land Records in Liber 145, folio 292. Baltimore Gas and Electric Company acquired the Property by virtue of Certificate of Articles of Transfer dated June 30, 1955 from Susquehanna Transmission Company of Maryland to Baltimore Gas and Electric Company, and recorded among the Land Records of Howard County, Maryland in Liber RHM No. 280, folio 315.

THE GRANTOR hereby agrees that the Grantee, and its employees, agents, contractors and representatives shall have the right and privilege to enter upon the Easement Area for the purposes described herein, whenever it is necessary, in the Grantee's sole and absolute judgment, to construct, maintain expand, modify and repair the Public Improvements as needed for the public health, safety, and welfare; provided however, for so long as the Property remains a gated-facility, at least forty-eight (48) hours' prior notice must be given whenever the Grantee wishes to enter the Property, by telephoning BGE Facilities Management at 410-470-9000 between the hours of 8:00 AM and 4:30 PM, and the Grantee shall be escorted by an employee or representative of the Grantor at all times when at the Property. In the event of any emergency that the Grantee believes requires it to have immediate access to the Property, the Grantee shall communicate with the Exelon Security Operations Center at: 1-800-550-6154.

SUBJECT TO the easements and matters of record set forth on Exhibit A attached hereto and made a part hereof and the terms, conditions, limitations and reservations set forth in the document entitled "Terms, Conditions, Limitations and Reservations Governing Property of the Baltimore Gas and Electric Company" set forth on Exhibit B attached hereto and made a part hereof.

IT IS FURTHER AGREED that no fences, buildings or structures of any kind shall be erected within the Easement Area and no trees shall be planted within the Easement Area by the Grantor. The Grantor shall not permit others to undertake any act within the Property boundaries which will impair or conflict with the operation or maintenance of the Public Improvements.

GRANTOR represents and warrants, as of the date of this Deed of Easement that (I) it is the sole owner and lawfully seized of a fee simple estate in the Property, (II) Grantor and its signatory, are duly authorized and have the power and right to grant the Easement in, on, over, across and through the Property, and (III) that there exist no liens, security interests or other encumbrances on or with respect to the Property except as set forth on Exhibit A. Grantor further covenants that it has not done or suffered to be done any act,

matter or thing whatsoever to encumber the Property except as set forth on Exhibit A, that Grantor warrants specially the Easement, and that Grantor shall execute such further assurances of the same as may be required. Notwithstanding the foregoing, if there is any lien holder having a lien interest in and to the Property, then all lien holders, if so required, will subordinate their lien interest to the Easement by executing either a subordination agreement or a joinder attached hereto and made a part hereof.

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. The term Grantor shall mean Grantor and Grantor's heirs, personal representatives, successors and assigns.

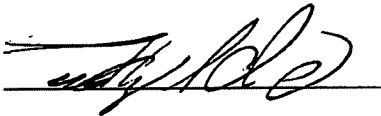
All grants, rights, terms and provisions made and set forth in this Deed of Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns and shall run with the land in perpetuity.

[Signatures follow on the next page.]

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

WITNESS/ATTEST:

GRANTOR:
BALTIMORE GAS AND ELECTRIC
COMPANY
a Maryland corporation



By: Elizabeth J. O'Connor (SEAL)
Name: Elizabeth J. O'Connor
Title: VP of Support Services

GRANTOR:
STATE OF MARYLAND, BALTIMORE COUNTY/CITY, TO WIT:

I HEREBY CERTIFY that on this 26th day of OCTOBER, 2020 before me, the subscriber, a Notary Public of the State of Maryland, in and for BALTIMORE County/City, personally appeared ELIZABETH J. O'CONNOR, who acknowledged himself/herself to be the VP of SUPPORT SERVICES of Baltimore Gas and Electric Company, a Maryland corporation, (the "Corporation"), and that he/she, as such officer being authorized so to do, executed the within Deed of Easement for the purposes therein contained by signing the name of the Corporation as such officer.

AS WITNESS my Hand and Notarial Seal.

TIMOTHY F. SCHNEID
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires


Notary Public

My Commission Expires: 3/22/2020

[Signatures continue on the following page.]

PAYMENT OF TAXES
NOT NECESSARY
[Signature]
DIRECTOR OF FINANCE OF HOWARD COUNTY

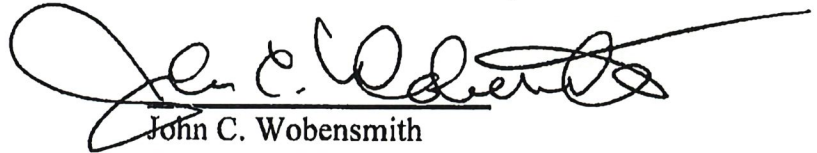
OFFICE OF THE SECRETARY OF STATE

NOTICE

This notice is given by the Secretary of State acting pursuant to the Proclamation of Governor Lawrence J. Hogan, Jr. (the "Governor") dated March 5, 2020 proclaiming a state of emergency and a catastrophic health emergency related to COVID-19, as it may be amended or renewed from time to time, and the Order of the Governor dated March 12, 2020 entitled "Extending Certain Licenses, Permits, Registrations, and Other Governmental Authorizations, and Authorizing Suspension of Legal Time Requirements", as it may be amended from time to time, after finding that the action(s) described herein will not endanger the public health, welfare, or safety.

The four year statutory term of a notary public set forth in Section 18-103(c)(1) of the State Government Article, Maryland Annotated Code shall be extended for all notaries public with an active notary commission. Furthermore, the notice and timing requirements set forth in Section 18-103(d), (e)(6) of the State Government Article, Annotated Code of Maryland are suspended. Any effect of Title 18 of the State Government Article, Annotated Code of Maryland inconsistent with the foregoing is hereby suspended.

Effective immediately and signed on this 20th day of March, 2020, this Notice shall remain in effect until 30 days after the state of emergency has been terminated and the proclamation of the catastrophic health emergency has been rescinded.

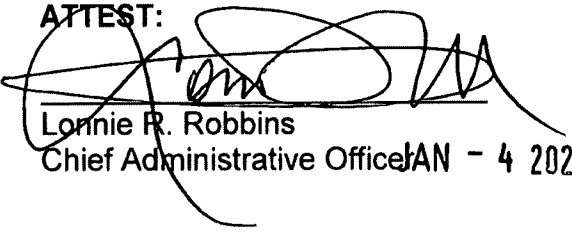


John C. Wobensmith
Secretary of State




ACCEPTED by the Grantee on this 4th day of January, 2021.

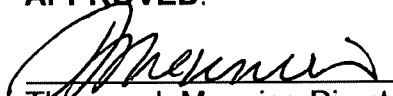
ATTEST:


Lonnie R. Robbins
Chief Administrative Officer JAN - 4 2021

HOWARD COUNTY, MARYLAND

By:  (SEAL)
Calvin Ball
County Executive
Date: JAN - 4 2021

APPROVED:


Thomas J. Meunier, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

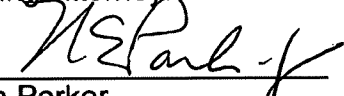

Rafiu O. Ighile, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

this 10th day of December, 2020.

for 
Gary W. Kuc
County Solicitor

Reviewing Attorney:


Norman Parker
Sr. Assistant County Solicitor

[Notary follows on the next page.]

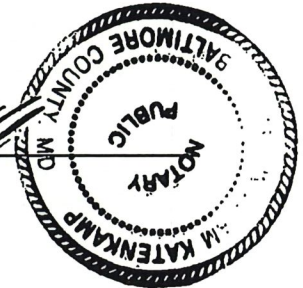
HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 20511, p. 0311, MSA_CE53_20503. Date available 05/11/2021. Printed 03/05/2024.

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

I HEREBY CERTIFY that on this 4th day of January, 2021, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Calvin Ball, the County Executive for Howard County, Maryland, the Grantee in the within Deed of Easement, who acknowledged the same to be the act of the County and that he executed the foregoing Deed of Easement 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.

Carl M. Kelly
Notary Public



My Commission Expires: 9/4/23

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

Melanie A. Bishop
Melanie A. Bishop, Chief
Real Estate Services Division

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

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 20511, p. 0312, MSA_CE53_20503. Date available 05/11/2021. Printed 03/05/2024.

EXHIBIT A

1. Deed of Easement, dated July 2, 1964, by and between Baltimore Gas and Electric Company to Howard County Metropolitan Commission, recorded among the Land Records of Howard County, Maryland, in Liber WHH No. 422, folio 14.
2. Deed of Easement dated July 2, 1964, by and between Baltimore Gas and Electric Company to Howard County Metropolitan Commission, recorded among the Land Records of Howard County, Maryland, in Liber WHH No. 422, folio 19.
3. Deed of Easement dated July 1, 1969, by and between Baltimore Gas and Electric Company to Howard County, Maryland, recorded among the Land Records of Howard County, Maryland, in Liber CMP No. 514, folio 111. ✓
4. Deed of Easement dated January 27, 1972, by and between Baltimore Gas and Electric Company to Howard County, Maryland, recorded among the Land Records of Howard County, Maryland, in Liber CMP No. 583, folio 381. ✓
5. Deed of Easement dated January 27, 1972, by and between Baltimore Gas and Electric Company to Howard County, Maryland, recorded among the Land Records of Howard County, Maryland, in Liber CMP No. 583, folio 387. ✓
6. Maintenance Agreement Site Development Private Storm Water Management Facilities dated March 20, 1992, by and between Baltimore Gas and Electric Company to Howard County, Maryland, recorded among the Land Records of Howard County, Maryland, in Liber MDR No. 2526, folio 640. ✓
7. Deed of Easement and Right of Way Grant dated July 9, 2009, by and between Baltimore Gas and Electric Company to Deutsche Bank Trust Company Americas, recorded among the Land Records of Howard County, Maryland, in Liber MDR No. 11901, folio 371. ✓
8. Plat No. 7608, recorded among the Land Records of Howard County, Maryland.

EXHIBIT B

Terms, Conditions, Limitations and Reservations
Governing Property of the Baltimore Gas and Electric Company ("BGE")

1. The term "Grantee" or "the Grantee" as used herein shall refer to **HOWARD COUNTY, MARYLAND**, and shall include and be applicable to any and all successor(s) and assign(s). The term "BGE" applies to and includes BGE's successors and assigns. Any term not defined in this Exhibit A shall have the meaning ascribed to it in the Deed of Easement.
2. **Full access to and from BGE's structures and facilities must be maintained at all times** and BGE must not be impaired from performing any emergency operations, maintenance or construction work. If existing access to and along the Property or access to BGE's facilities is denied due to the Grantee's construction or other activities, the Grantee will provide temporary access during construction and permanent access thereafter or reimburse BGE for access obtained by BGE after prior approval by the Grantee of said cost (and where applicable, the approval of other governmental agencies). Where any access road is relocated and/or disturbed by the Grantee, the road shall be thoroughly compacted and restored to a condition equal to or better than its present condition.
3. Intentionally omitted.
4. BGE reserves the right to construct, reconstruct, operate, and maintain present and/or future gas, electric and/or communication facilities, cables, pipes, wires and mains, and appurtenant facilities including, but not limited to, steam, sewer, oil and water lines under and over the Property together with (a) the right of BGE to cut, trim, and top and keep cut, trimmed and topped any trees, which in the sole judgment of BGE might interfere with or fall upon BGE's facilities, and (b) such rights of ingress and egress as are necessary to exercise all of the above rights. Any future installations or improvements by BGE pursuant to this reservation, are to be accomplished after prior notice to the Grantee and under such satisfactory and coordinated arrangements between BGE and Grantee as will not interfere with the rights granted by BGE to Grantee in the Deed of Easement.
5. The Grantee shall be responsible for obtaining any and all permits required by law before performing any work upon the Easement Area.
6. No grading, digging or excavating is permitted on BGE's fee simple and/or easement property without BGE's prior approval, which will not be unreasonably withheld, conditioned or delayed. The Grantee agrees to notify "Miss Utility" at 1-800-257-7777 at least forty-eight (48) hours prior to commencement of any digging or excavation on any land adjacent to the BGE Land and agrees not to commence any such digging or excavation until Miss Utility has completed its investigation of the applicable property.

7. Five (5) working days' notice must be given by Grantee before the start of the work of construction and of any future maintenance which will affect the Easement Area or BGE's facilities by telephoning 410-470-6706 between the hours of 7:00 AM and 3:30 PM so that arrangements can be made to send BGE's representative to the site of such work.
8. Every precaution, including the grounding of the Grantee's equipment and materials, must be used by Grantee while working near BGE's facilities. The maximum working height of any vehicle or equipment used by the Grantee on the Property shall be fourteen (14) feet. Under no circumstances should the Grantee's equipment maintain less than twenty (20) feet clearance from any overhead transmission wires or less than fifteen (15) feet clearance from any other overhead electric wires. In addition to these clearances required by BGE, the Grantee, its employees, agents, and contractors shall be subject to and must comply with those applicable provisions of the High Voltage Line Act (Title 6 of the Labor and Employment Article of the Annotated Code of Maryland), as amended from time to time, the Occupational Safety and Health Act Standards contained in Title 29 CFR Parts 1910 and 1926, and the Maryland Occupational Safety and Health Act (Title 5 of the Labor and Employment Article of the Annotated Code of Maryland), , all as amended from time to time. **In the event any grounding system is damaged, please contact BGE Transmission Engineering, at 410-470-6824 immediately, to arrange for repair.**
9. No vertical structures and/or elements, including but not limited to signs, poles, light standards and trees, shall be allowed to be constructed, raised or placed by Grantee anywhere within the Property without the written consent of BGE.
10. The Grantee shall not construct any buildings or structures in the Easement Area, except as expressly permitted in the Deed of Easement to which these Terms, Conditions, Limitations and Reservations are attached.
11. Clearances between BGE's electric overhead wires and the finished grade of any construction shall be maintained by Grantee in conformity with accepted good engineering practice and BGE's standards.
12. Clearances between BGE's underground facilities shall be maintained by Grantee in conformity with accepted good engineering practice to avoid damage during construction and provide clearance for future maintenance. A minimum horizontal clearance of five (5) feet and a vertical clearance of twelve (12) inches must be maintained by Grantee with underground facilities, unless greater clearances or special protective measures are stipulated by BGE.
13. The Grantee, at its expense, will protect and support all BGE's facilities, install sheathing, and air ram the back fill of excavations including the use of select back fill materials as directed by BGE's representative, in order to avoid settlement which may result from the Grantee's construction. **Hand excavation shall be required when Grantee is working within three (3) feet of any of BGE's underground facilities.**
14. No blasting within the Easement Area and/or within one-hundred (100) feet of BGE's facilities will be permitted without prior approval by, and under arrangements

satisfactory to, BGE. BGE shall be fully reimbursed for reasonable costs, subject to the Grantee's appropriations, in the event any damages occur as the result of such operations. BGE must be notified as provided for in Section 7 at least five (5) working days in advance of any blasting in order that it may arrange to have a representative on the job site.

15. No heavy equipment is to be moved by Grantee over BGE's underground facilities without BGE's approval.
16. No change in grade is to be made by Grantee that will reduce the cover over the underground facilities of BGE to less than three (3) feet or increase it to more than five (5) feet without requiring rearrangement of the said facilities or as otherwise approved by BGE.
17. No work will be permitted on BGE's fee simple and/or easement property within fifty (50) feet of any tower or steel pole foundation or within ten (10) feet of any wood pole existing as of the time of such work, without BGE's prior approval, which will not be unreasonably withheld, conditioned or delayed- Extreme care must be used when in proximity to BGE's towers.
18. Any undesirable sediment, erosion and/or drainage conditions or ponding of water on BGE's fee simple and/or easement property caused by acts of the Grantee, its agents and employees, which will adversely affect BGE's property or facilities, shall be the responsibility of the Grantee to correct.
19. Should any rearrangement, repairs, replacement, modification or protection of BGE's existing or planned facilities be necessitated by the construction of the Grantee, as determined by BGE, the Grantee will reimburse BGE for such reasonable expenses incurred. However, prior to performing such work, BGE will notify the Grantee of the estimated cost and will wait for instructions from the Grantee to proceed. In the event any rearrangement of BGE's facilities are required under this Section 19, BGE must be given reasonable notice so that adequate time may be had in which the rearrangement of BGE's facilities may be accomplished.
20. The Easement Area, if disturbed by Grantee's construction or future maintenance operations, shall be restored by Grantee to an acceptable condition including necessary screening and landscaping, if applicable, subject to BGE's approval.
21. The Grantee shall notify its agents, servants, employees, and/or contractors performing the installation and maintenance of the Grantee's facilities of all conditions and provisions set forth herein.
22. Any increase in property taxes caused solely by the improvements placed in the Easement Area by the Grantee will be paid by the Grantee, provided that BGE provides evidence that the increase was caused by the improvements. The Grantee agrees to pay such increase within thirty (30) days after receiving notification and written evidence from BGE.

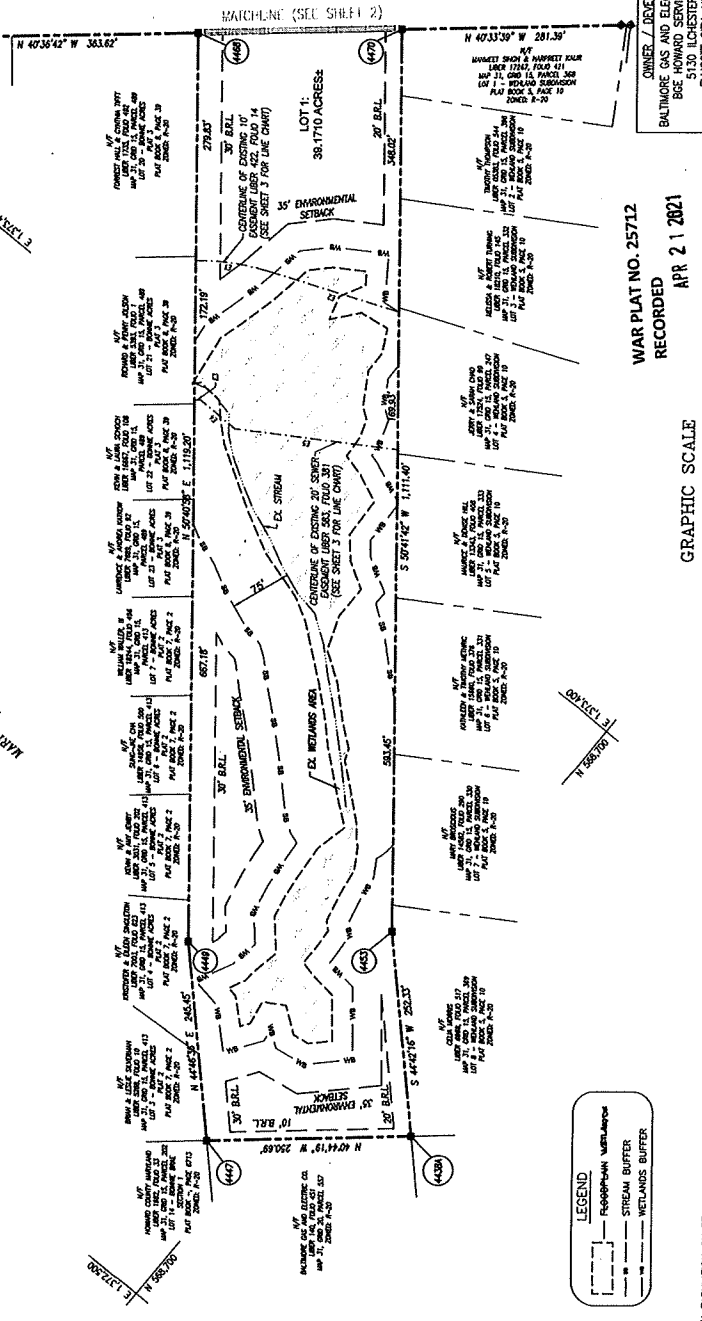
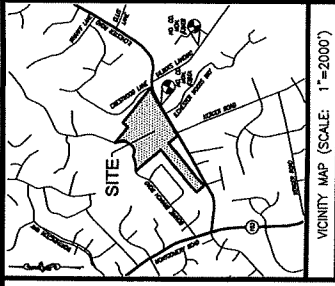
23. Grantee agrees to obtain approval from BGE prior to analyzing the soil through drilling or boring. Neither the installation of groundwater wells nor the siting of above-ground tanks or underground storage tanks is permitted on BGE's fee simple and/or easement property. Grantee further agrees to refrain from storing any waste materials or chemicals on BGE's fee simple and/or easement property which are deemed to be hazardous or toxic by either Federal or State regulatory entities. Grantee also agrees to be responsible for any offsets or other land restrictions, arising solely from Grantee's activities, which may be placed on the Easement Area as a result of the Chesapeake Bay Critical Areas requirements or any other applicable environmental laws or regulations

COORDINATE TABLE (MARYLAND COORDINATE SYSTEM)
(NAD 83/2011)

PNT#	NORTH	EAST
4470	569,447,678	1,373,604,050
4471	570,770,917	1,374,115,279
4472	570,397,940	1,374,543,314
4473	571,586,158	1,375,004,348
4474	569,922,752	1,375,528,079
4475	569,885,752	1,374,885,968
4476	569,727,685	1,374,891,447
4477	569,463,184	1,374,194,791
4478	569,290,787	1,374,157,857
4479	568,233,916	1,374,084,559
4480	569,277,719	1,374,081,776
4481	569,421,878	1,374,361,974
4482	570,318,361	1,373,574,635
4483	570,318,361	1,373,574,635
4484	570,318,361	1,373,574,635
4485	570,318,361	1,373,574,635
4486	570,318,361	1,373,574,635
4487	570,318,361	1,373,574,635
4488	570,318,361	1,373,574,635
4489	570,318,361	1,373,574,635
4490	570,318,361	1,373,574,635

GENERAL NOTES (CONTINUED):

- THIS PROPERTY IS SUBJECT TO A MAINTENANCE AGREEMENT DATED MARCH 20, 1991, FOLIO 271, BETWEEN BGE AND THE HOWARD COUNTY BOARD OF SUPERVISORS.
- A NOTES STUDY WAS CONDUCTED ON 04/20/2021. THE NOTES STUDY WAS CONDUCTED BY HANOVER LAND SERVICES, INC.
- THE NOTES STUDY WAS CONDUCTED FOR THE PROJECT TO SUBDIVIDE AND RECORD THE 38,171.0 ACRES OF LAND LOCATED IN THE WEST PART OF SECTION 18, TOWNSHIP 25N, RANGE 4E, MARYLAND COORDINATE SYSTEM.
- THE NOTES STUDY WAS CONDUCTED FOR THE PROJECT TO SUBDIVIDE AND RECORD THE 38,171.0 ACRES OF LAND LOCATED IN THE WEST PART OF SECTION 18, TOWNSHIP 25N, RANGE 4E, MARYLAND COORDINATE SYSTEM.



OWNER: BALTIMORE GAS AND ELECTRIC CO. (BGE)
 BALTIMORE GAS AND ELECTRIC CO.
 5130 LOCHESTER ROAD
 ELLETT CITY, MD 21043
 PHONE (410) 470-5032
 DEED REFERENCE:
 LIBER 143, FOLIO 175
 LIBER 142, FOLIO 180
 LIBER 141, FOLIO 182
 LIBER 140, FOLIO 183

WAR PLAT NO. 25712
 RECORDED APR 21 2021
 GRAPHIC SCALE
 (IN FEET)
 1 inch = 100 ft.
 0 100 200 300 400 500

AREA TABULATION CHART:

TOTAL NUMBER OF BUILDABLE LOTS TO BE RECORDED	1 LOT
TOTAL AREA OF BUILDABLE LOTS/PARCELS TO BE RECORDED	38,171.0 AC.±
TOTAL AREA OF LOTS/PARCELS TO BE RECORDED	0.7137 AC.±
TOTAL AREA OF ROADWAY TO BE RECORDED	0.7137 AC.±
TOTAL AREA TO BE RECORDED	39,894.47 AC.±

APPROVED FOR PUBLIC WATER AND PUBLIC SEWER SYSTEMS: HOWARD COUNTY HEALTH DEPARTMENT.
APPROVED: HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING.
 CHIEF DEVELOPMENT ENGINEERING DIVISION DATE: 3/22/21
 DIRECTOR DATE: 4/17/21

GENERAL NOTES:

- THE SUBJECT PROPERTY IS ZONED R-50 FOR THE 10/04/2013 COMPREHENSIVE ZONING PLAN PASSED ON AUGUST 27, 2013 BY HOWARD COUNTY BOARD OF SUPERVISORS. THE ZONING DISTRICT IS R-50 (RESIDENTIAL SINGLE-FAMILY, 50,000 SQ. FT. MAXIMUM LOT AREA).
- THE PROPERTY IS ZONED R-50 FOR THE 10/04/2013 COMPREHENSIVE ZONING PLAN PASSED ON AUGUST 27, 2013 BY HOWARD COUNTY BOARD OF SUPERVISORS. THE ZONING DISTRICT IS R-50 (RESIDENTIAL SINGLE-FAMILY, 50,000 SQ. FT. MAXIMUM LOT AREA).
- THE PROPERTY IS ZONED R-50 FOR THE 10/04/2013 COMPREHENSIVE ZONING PLAN PASSED ON AUGUST 27, 2013 BY HOWARD COUNTY BOARD OF SUPERVISORS. THE ZONING DISTRICT IS R-50 (RESIDENTIAL SINGLE-FAMILY, 50,000 SQ. FT. MAXIMUM LOT AREA).
- THE PROPERTY IS ZONED R-50 FOR THE 10/04/2013 COMPREHENSIVE ZONING PLAN PASSED ON AUGUST 27, 2013 BY HOWARD COUNTY BOARD OF SUPERVISORS. THE ZONING DISTRICT IS R-50 (RESIDENTIAL SINGLE-FAMILY, 50,000 SQ. FT. MAXIMUM LOT AREA).
- THE PROPERTY IS ZONED R-50 FOR THE 10/04/2013 COMPREHENSIVE ZONING PLAN PASSED ON AUGUST 27, 2013 BY HOWARD COUNTY BOARD OF SUPERVISORS. THE ZONING DISTRICT IS R-50 (RESIDENTIAL SINGLE-FAMILY, 50,000 SQ. FT. MAXIMUM LOT AREA).

RECORDED AS PLAT NO. 25712 AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND.

BALTIMORE GAS AND ELECTRIC CO. (BGE)
 SUBDIVISION PLAT
BALTIMORE GAS AND ELECTRIC CO. (BGE)
 BGE HOWARD SERVICE CENTER
 5130 LOCHESTER ROAD
 1ST ELECTION DISTRICT, HOWARD COUNTY, MARYLAND
 TAX MAP 21, GRID 15, PARCEL 557
 ZONED: R-50

SCALE: 1"=100'
 DATE: 8/28/19
 REVISIONS: 3/24/20
 DRAWN BY: WFB
 SHEET 1 OF 3
 JOB NO: WT1559-19

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS IS A SUBDIVISION OF ALL THE REMAINING LANDS CONVEYED BY HARRY S. MOORFOOT & DAUGHTER MORTGAGE TRUST, DEED DATED MARCH 19, 1982, AND RECORDED UNDER DEED REFERENCE LIBER 143, FOLIO 175, AND BY ERIC S. MACKIN & CHARLES F. MACKIN BY DEED DATED MAY 14, 1982, AND RECORDED UNDER DEED REFERENCE LIBER 142, FOLIO 180, LIDA V. RIEBER ET AL BY DEED DATED JANUARY 19, 1982, AND RECORDED UNDER DEED REFERENCE LIBER 141, FOLIO 182, AND BY PASSE RIEBER BY DEED DATED MARCH 19, 1982, AND RECORDED UNDER DEED REFERENCE LIBER 140, FOLIO 183, AND BY PASSE RIEBER BY DEED DATED JANUARY 19, 1982, AND RECORDED UNDER DEED REFERENCE LIBER 139, FOLIO 184, THE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE PRIOR TO THE ACCEPTANCE OF THE SUBDIVISION. THE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE PRIOR TO THE ACCEPTANCE OF THE SUBDIVISION. THE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE PRIOR TO THE ACCEPTANCE OF THE SUBDIVISION.

OWNER'S CERTIFICATE:

WE, BALTIMORE GAS AND ELECTRIC COMPANY (BGE), OWNERS OF THE PROPERTY DESCRIBED IN THIS PLAT, HEREBY CERTIFY THAT WE HAVE ADOPTED THIS PLAT AND IN CONSIDERATION OF THE APPROVAL OF THIS PLAT BY THE DISTRICT OFFICIALS, ALL EASEMENTS OR RIGHTS OF WAY AFFECTING THIS PROPERTY ARE INCLUDED IN THIS PLAN OF SUBDIVISION. THE REQUIREMENTS OF SECTION 5-108 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, AND THAT WAS REVISORSHIP WITH THE MAKING OF THIS PLAT AND THE SETTING OF MARKERS HAS BEEN COMPLIED WITH.

WITNESS OUR HANDS THIS 14TH DAY OF DEC., 2020.

Gregory J. Kapler
 GREGORY J. KAPLER, PROJECT MANAGER
 ENVIRONMENTAL MANAGEMENT UNIT
 BALTIMORE GAS AND ELECTRIC COMPANY

REGISTRY OF PROFESSIONALS
 STATE OF MARYLAND
 PROFESSIONAL SURVEYOR
 REGISTRY NO. 15162
 EXPIRES 12/31/2021
 KEITH A. HEINOLD, Surveyor No. 21183
 License Expiration: December 31, 2021

DATE: 12/10/20




Howard County

Internal Memorandum

Subject: Testimony & Fiscal Impact Statement
Council Resolution No. ____ - 2024, declaring that public tree maintenance easements containing approximately 0.1595 acres conveyed to Howard County, Maryland is no longer needed by the County for public purposes; authorizing the County Executive to terminate the easement interest in the property of the fee simple owner Baltimore Gas and Electric Company; waiving advertising and bidding requirements of Section 4.201 of the Howard County Code in order to convey the easement interest to the fee simple owner; and providing that the County Executive is not bound to terminate the easement interests if he finds that the easement may have a public use.

To: Brandee Ganz,
Chief Administrative Officer

From: Yosef Kebede, Director
Department of Public Works 

Date: March 21, 2024

The Department of Public Works has been designated coordinator for preparation of testimony declaring that public tree maintenance easements containing approximately 0.1595 acres, conveyed to Howard County, Maryland, is no longer needed by the County for public purposes, authorizing the County Executive to terminate the easement interests, vesting title to the fee simple owner, Baltimore Gas and Electric Company ("BGE"); and providing that the County Executive is not bound to terminate the easement interests if he finds that the easements may have a further public use.

BGE is the fee simple owner of that certain real property shown on Tax Map 31 as Parcel No. 557 (the "Property"). As part of F-20-021, the County acquired a right of way for public tree maintenance (the "Public Tree Maintenance Easement") on the Property by Deed of Easement dated October 26, 2020, and recorded among the Land Records of Howard County, Maryland in Book 20511, Page 306, on April 26, 2021.

The Director of Public Works has received a written petition from the Owner to release public tree maintenance easements containing approximately 0.1595 acres, as described and shown as "Public Tree Maintenance Easement "A"", "Public Tree Maintenance Easement "B"", and "Public Tree Maintenance Easement "C"" (collectively the "Easement to be Abandoned") on sheets 2 and 3 on the plat titled "Baltimore Gas and Electric Co. (BGE), BGE Howard Service Center".

Since recording the Plat, BGE has abandoned plans to redevelop the Property and will not be planting public trees as required under the plans. The County reviewed the easement termination petition submitted by BGE and determined that the Easement to be Abandoned is no longer required for public purposes.

Section 4.201, "Disposition of real property" of the Howard County Code authorizes the

Brandee Ganz
Page – 2
March 21, 2024

County Council to declare that the Easement to be Abandoned is no longer needed for the public purposes.

There is no fiscal impact associated with this termination of the easements.

Representatives of this department will be present at the public hearing to answer any questions or concerns. If you require any further information concerning this matter or have any additional questions, please do not hesitate to contact me at your convenience.

YK/EI

cc: Jennifer Sager
File

SP/Legislation/2024/BGE Ilchester Road

Office of the County Auditor
Auditor's Analysis

Council Resolution No. 41-2024

Introduced: April 1, 2024

Auditor: Rebecca Gold

Fiscal Impact:

There is no anticipated fiscal impact to the County as a result of this legislation.

According to the Chief of the Real Estate Services Division, the County has not performed any public improvements, expansions, modifications, or repairs on the property in question. The County will not need to perform any work to restore the property to any particular condition for its return to Baltimore Gas and Electric Company (BGE).

Purpose:

This legislation proposes to terminate the County's public tree maintenance easements on 0.1595 acres of BGE-owned property, as allowed under Section 4.201 of the County Code (Disposition of Real Property).

Other Comments:

Because BGE is not proceeding with the initial plans to rebuild its Ilchester facility, it has sent an easement-release request to the Director of the Department of Public Works. Had the Ilchester facility plans moved forward, the easements would have granted the County access to maintain area trees and utility installations. Without the BGE facility, the County does not need this access and has no need for the easements.

An Administrative Release will be executed to terminate the County's remaining utility easements related to the 0.1595 acres, as portions of plan F-20-021 are being abandoned.