



October 5, 2018

To: Columbia Association Board of Directors
(E-mail: Board.Members@ColumbiaAssociation.org)
CA Management

From: Andrew C. Stack, Board Chair

The Columbia Association Board of Directors Work Session will be held on Thursday, October 11, 2018 at 7:00 p.m. at Columbia Association headquarters, 6310 Hillside Court, Suite 100, Columbia, MD 21046.

AGENDA

- | | |
|--|-----------|
| 1. Call to Order | 5 min. |
| (a) Announce Directors/Senior Staff Members in Attendance | |
| (b) Remind People that Work Sessions are not Recorded/Broadcast | |
| (c) Read Five Civility Principles | |
| 2. Approval of Agenda | 1 min. |
| 3. Resident Speakout | |
| 3 Minutes per Individual; 5 Minutes per Group; 2 Minutes for Response to Questions | |
| 4. Chairman's Remarks | 3 min. |
| 5. President's Remarks; Follow-Up Questions from the Board Members | 10 min. |
| 6. Work Session Topics | 145 min. |
| (a) Public Hearing for Additions or Deletions to the Conditional FY 2020 Budget | (30 min.) |
| (b) Capital Projects and Open Space Updates | (15 min.) |
| (c) Three Easement Requests from Howard County | (20 min.) |
| (d) Next Steps for the Fairway Hills Golf Course | (20 min.) |
| (e) Quarterly Update re: Membership | (30 min.) |
| (f) Draft FY 2019 Charges – Climate Change and Sustainability Advisory Committee | (15 min.) |
| (g) Discussion of the Most Recent Development Tracker | (15 min.) |
| 7. Adjournment – Anticipated Ending Time: Approximately 10:00 p.m. | |
| 8. Closed meeting of the Columbia Association Board of Directors follows adjournment of the work session | |

Next Board Meeting

Thursday, October 25, 2018 – 7:00 p.m.

ARRANGEMENTS FOR AN INTERPRETER FOR THE HEARING IMPAIRED CAN BE MADE BY CALLING 410-715-3111 AT LEAST THREE DAYS IN ADVANCE OF THE MEETING.

CA Mission Statement

Working every day in hundreds of ways to make Columbia an even better place to live, work, and play.

CA Vision Statement

Making Columbia the community of choice today and for generations to come.

October 5, 2018

Chair's Remarks October 11, 2018 CA Board Work Session

<u>Date</u>	<u>Activity</u>	<u>Time</u>
Oct 6, 2018	Oakland Mills Fall Festival	11:00 AM
Oct 7, 2018	5th Annual Discover Downtown Columbia 5K	9:00 AM RR
Oct 7, 2018	Mini Maker Faire (Chrysalis)	10:00 AM
Oct 7, 2018	Gala & Reception: 5th Annual Erase Hate Through Art (Art Center)	1:00 PM
Oct 11, 2018	Exploring Columbia on Foot - Oakland Mills	10:00 AM
Oct 11, 2018	CA Board work session	7:00 PM
Oct 13, 2018	Dog Day at Columbia Dog Park	10:00 AM
Oct 13, 2018	Skill Share Fair, Repair Cafe & Swap (East Columbia Library)	1:00 PM
Oct 13, 2018	OPUS at Merriweather/Symphony Woods	6:00 PM RR
Oct 14, 2018	Howard Community College 5K Challenge Race	8:00 AM RR
Oct 14, 2018	Africa CultureFest (Miller Library)	1:30 PM
Oct 15, 2018	Board of Education Candidates Forum (Oakland Mills)	7:00 PM
Oct 18, 2018	Millennials Work Group Public meeting (Merriweather Community Room)	6:30 PM
Oct 19, 2018	CA Middle School & Teen Advisory Committee (The Barn)	6:30 PM
Oct 23, 2018	HHC's Lakefront Core public meeting regarding Public Square (Slayton House)	6:00 PM
Oct 23, 2018	CA 101	7:00 PM RR
Oct 23, 2018	CA Aquatics Committee meeting (Maintenance Facility)	7:00 PM
Oct 25, 2018	Exploring Columbia - Owen Brown	10:00 AM
Oct 25, 2018	CA Board meeting	7:00 PM
Oct 29, 2018	Malloween (Mall in Columbia)	5:00 PM

RR = Registration Required

I visited the Wilde Lake Village Board and the Harpers Choice Village Board; Dick and I visited the Kings Contrivance Village Board; we plan to visit the Dorsey Search Village Board on October 10th. All visits are part of our annual visit to the Villages. During the rest of October, we will visit 3 additional Villages (HR, LR, OM). The remaining 2 villages will be visited in November (TC & OB).

The Columbia Bike About was a great activity. Thanks to all who made it a success. And the weather cooperated!



October 5, 2018

To: Columbia Association Board of Directors
Milton W. Matthews, President/CEO

From: Susan Krabbe, Vice President and Chief Financial Officer

Re: Community Stakeholders Input for Consideration for the FY 2020 Conditional
Approved Budget

Community stakeholders, including the Village Community Associations, residents and advisory committees have been invited to provide requests and input for consideration for the Conditional Approved FY 2020 budget, at the Board of Directors Work Session on October 11, 2018. There is no back-up material for this item on the agenda.

Community stakeholders planning to attend the October 11 Work Session to provide input are encouraged to bring copies of their testimony with them.

Attendance at the Board of Directors Work Session is not required for submitting input. Community stakeholders may also submit input via email to Board.members@columbiaassociation.org or via U.S. mail to Board of Directors, care of the Columbia Association Accounting Division; 6310 Hillside Court, Columbia, MD 21046.

Open Space and Facility Services October 2018 Update

OCTOBER 11, 2018

Columbia
Association

Capital Improvement Projects

Pickle Ball Courts



Capital Improvement Projects

Lake Elkhorn Picnic Tables



Capital Improvement Projects

Fairway Hills

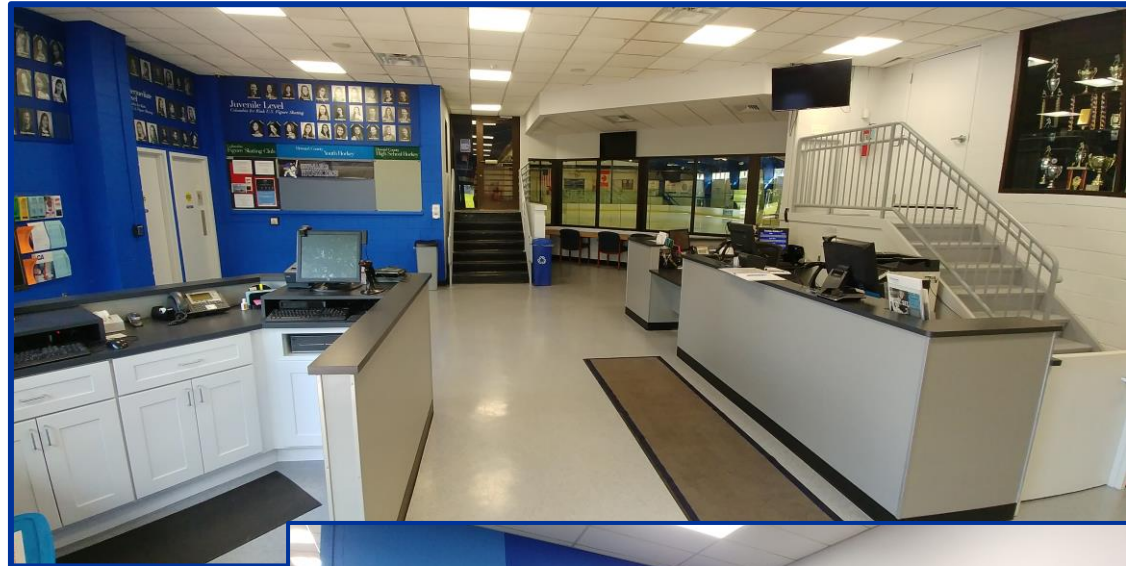
Replaced washed out bridge at Fairway Hills



Construction

Ice Rink

Lobby, skate rental, and snack bar areas were renovated



Construction

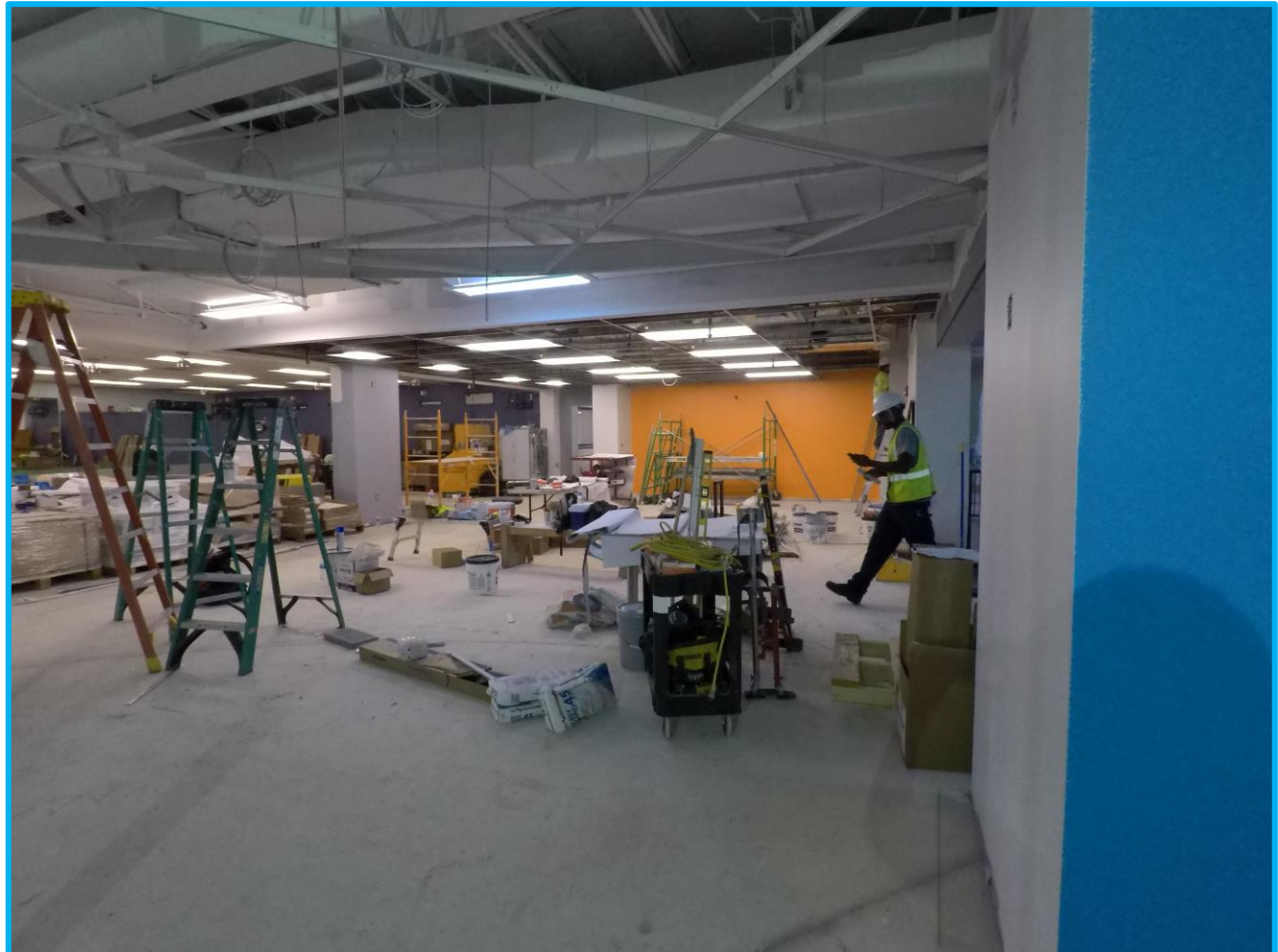
Swim Center

Renovated roof and entrance canopy



Construction

Athletic Center



Construction

Athletic Center



Open Space

Bike About

The Bike About was held on
Saturday, September 29



Watershed Management

Bryant Woods Bio-Swale

Bio-retention and swale built in
Open Space in Bryant Woods.



Energy Management

Stevens Forest NC & Pool

Installed a new ENERGY STAR HVAC system

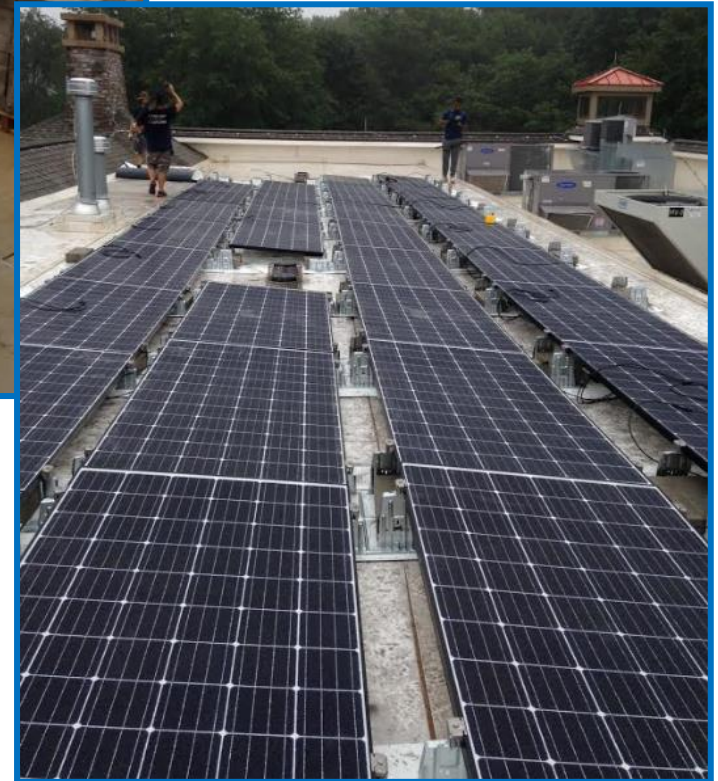


Owen Brown CC

Installed new high efficiency LED lighting

Hobbits Glen Golf Clubhouse

Installed a 15kW solar PV system which will generate enough power to offset two average homes



Energy Management

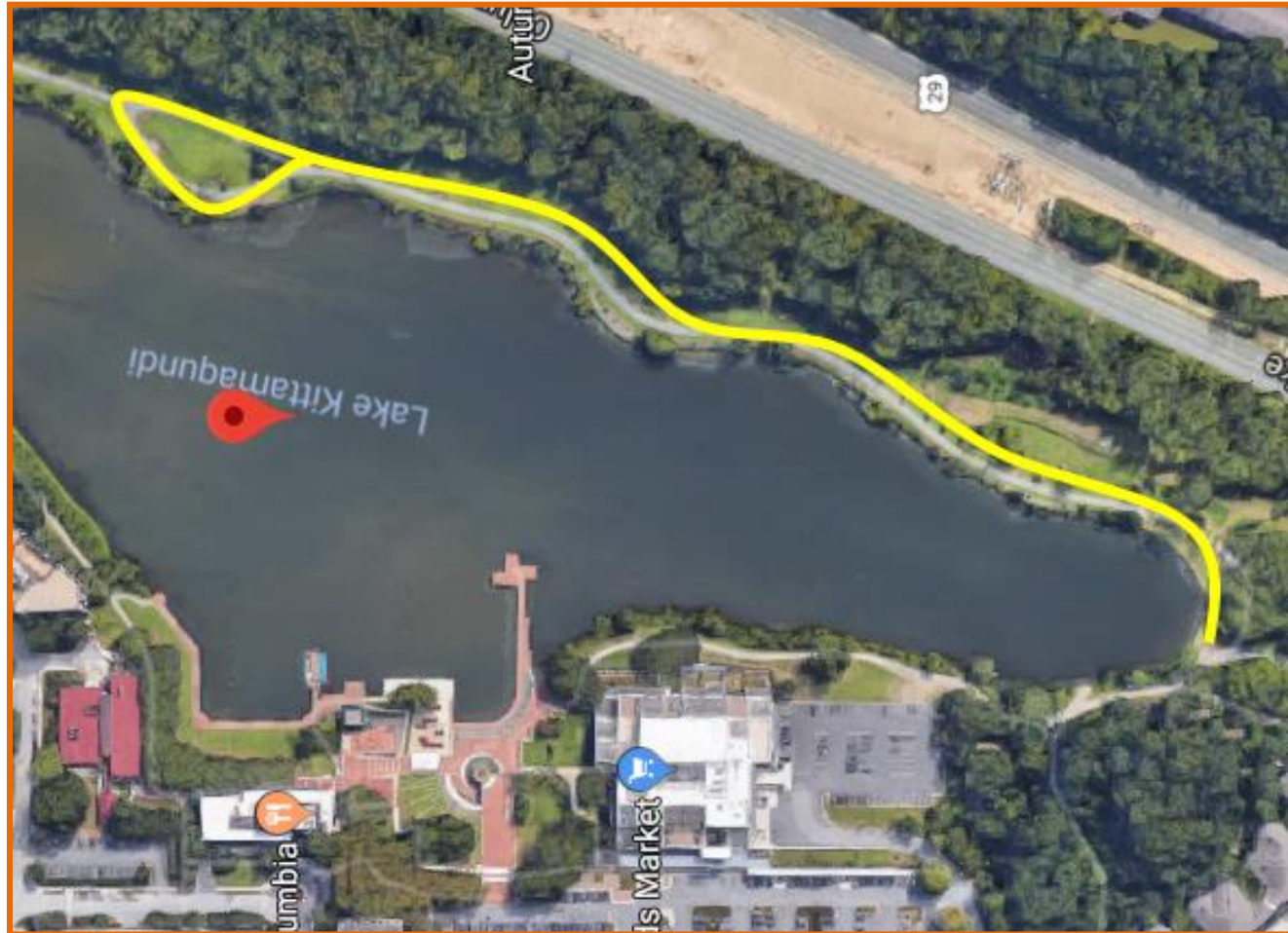
Better Buildings Challenge Award

CA was recognized by the U.S. Department of Energy for reducing energy use by 20% in five years



Kennedy Gardens Lighting

CA and BGE will work together to provide pathway lighting from the southern end of Lake Kittamaquundi to the garden loop



Kennedy Gardens Lighting

BGE has agreed to provide pathway lighting from the southern end of the lake to the garden loop

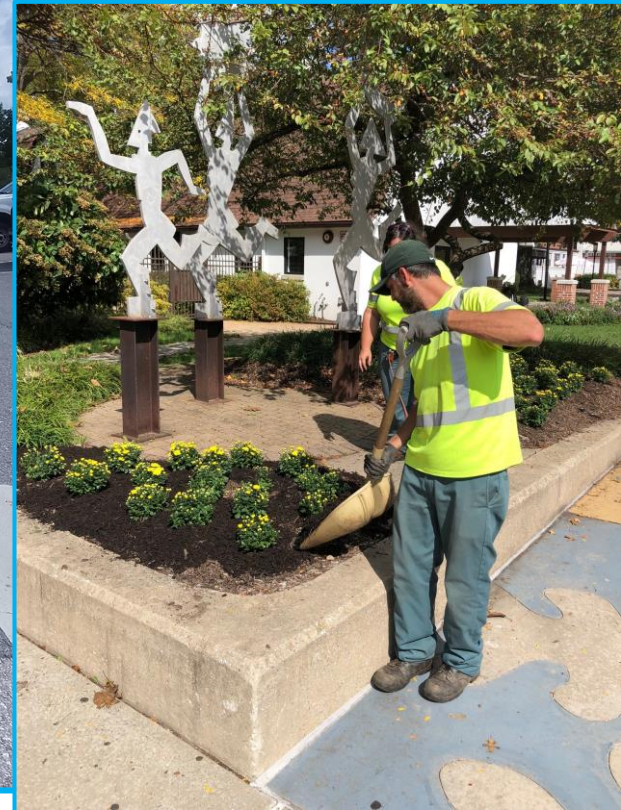
Project Details:

- **Executed through BGE's Outdoor Lighting program**
- **BGE handles all aspects of installation and maintenance**
- **Fixtures will match what is on adjacent trails (e.g. the multi use pathway)**
- **Initial cost of \$42K, then \$1,100 monthly**

Landscape

Oakland Mills Fall Festival

Prepared the area for the festival



In Person: Kyle Cope





**Next Informational Meeting
November 8, 2018**

**No Board action requested or
required**



Easement Requests

OCTOBER 11, 2018

Columbia
Association

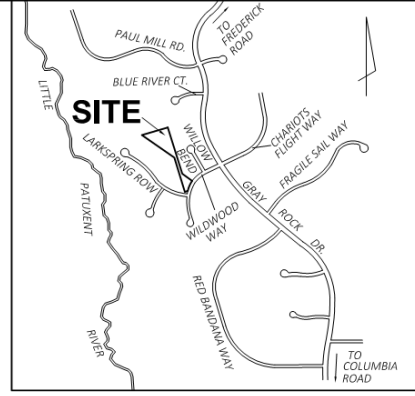
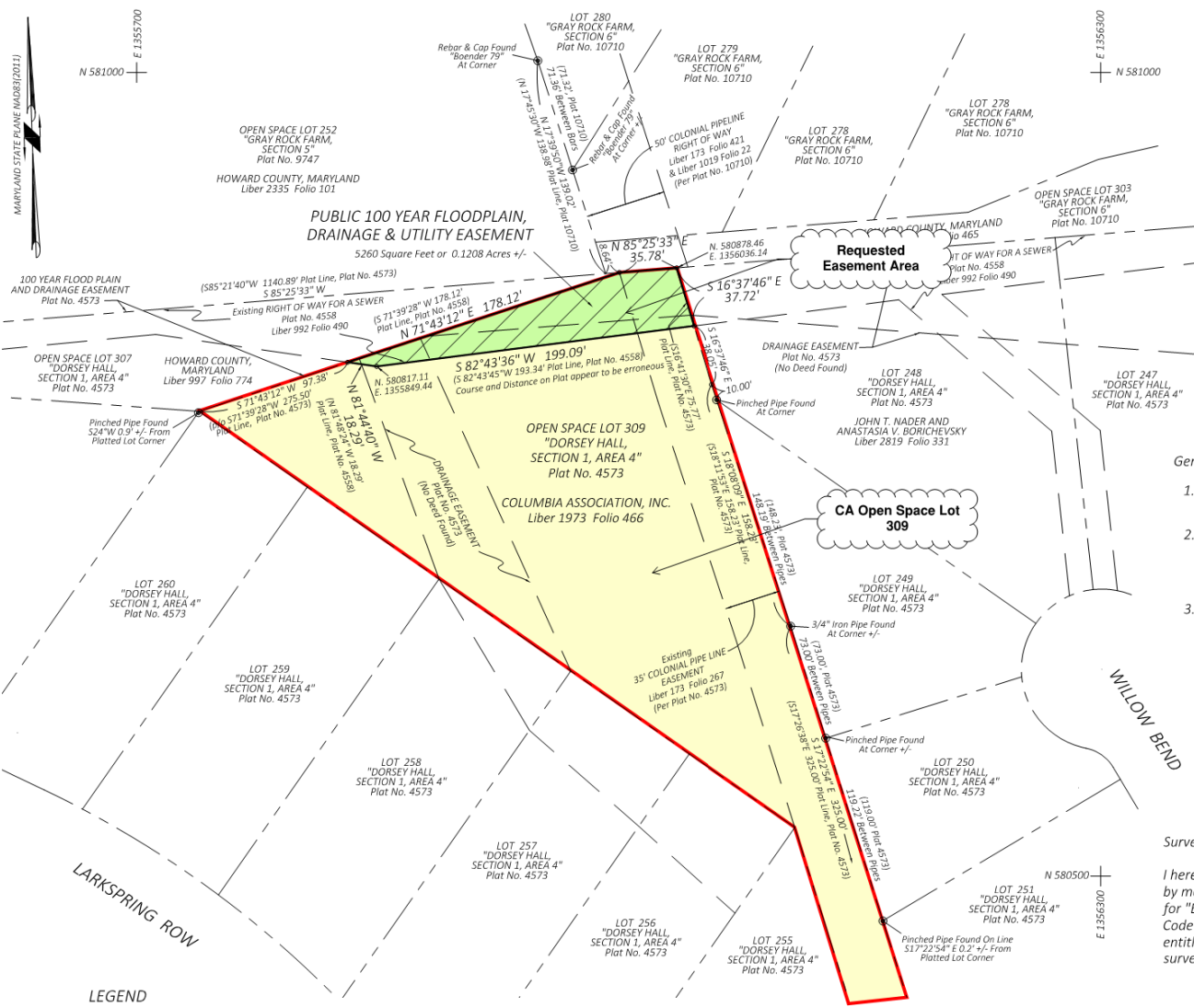
Howard County Easement Requests



Requested Easements

1. Willow Bend – Dorsey's Search for stream restoration
2. Upper Little Patuxent – Dorsey's Search for sewer construction
3. Homespun Pond – Owen Brown for pond dedication





General Notes :

1. This plat is based on property evidence found during a field run survey performed by the Howard County DPW Survey Division in June, 2018.
2. Coordinates and Bearings shown hereon are referenced to the Maryland State Plane Coordinate System NAD83(2011) being established via an RTK/RTN GPS Survey performed on June 26, 2018 and localized to Howard County Geodetic Survey Control Stations 24GE, 0010, 30BC, and 24EH.
3. The purpose of this plat is to establish the limits of the Public 100 Year Floodplain, Drainage & Utility Easement shown hereon in relation to Open Space Lot 309 of the Dorsey Hall subdivision, being part of the land of the Columbia Association Inc. (formerly The Columbia Park and Recreation Association, Inc.) described in Liber 1973 Folio 466.

Surveyor's Certification :

I hereby certify that this document and the work reflected in it were prepared by me or under my responsible charge and meets the requirements set forth for "Easement Surveys", and other applicable requirements defined in the Code of Maryland Regulations (COMAR) Title 09, Subtitle 13, Chapter 06, entitled "Minimum Standards of Practice" for the performance of land surveys.

Edward W. Siegert
Professional Land Surveyor
Maryland Registration No. 21706
License expires 06-02-2019

Date

PRELIMINARY

LEGEND

PUBLIC 100 YEAR FLOODPLAIN, DRAINAGE & UTILITY EASEMENT

EXISTING EASEMENT

PLATTED LOT LINE



RECORDED AS PLAT NUMBER _____ ON _____ AMONG
THE LAND RECORDS OF HOWARD COUNTY, MARYLAND

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS
9250 Bendix Road ■ Columbia, Maryland 21045
Bureau of Engineering, Survey Division

Office : (410) 313-2417
Fax : (410) 313-6106
www.howardcountymd.gov

PLAT No.: D-1158-3
PROJECT No.: D-1158
SCALE: 1"= 50'

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS GRANT OF EASEMENT PLAT
LANDS NOW OR FORMERLY OF COLUMBIA ASSOCIATION, INC.
LIBER 1973 FOLIO 466
OPEN SPACE LOT 309, "DORSEY HALL, SECTION 1", AREA 4, PLAT No. 4573

REVISIONS	
APPROVED: DEPARTMENT OF PUBLIC WORKS	DATE _____
REAL ESTATES SERVICES DIVISION	

Request from Howard County Department of Public Works

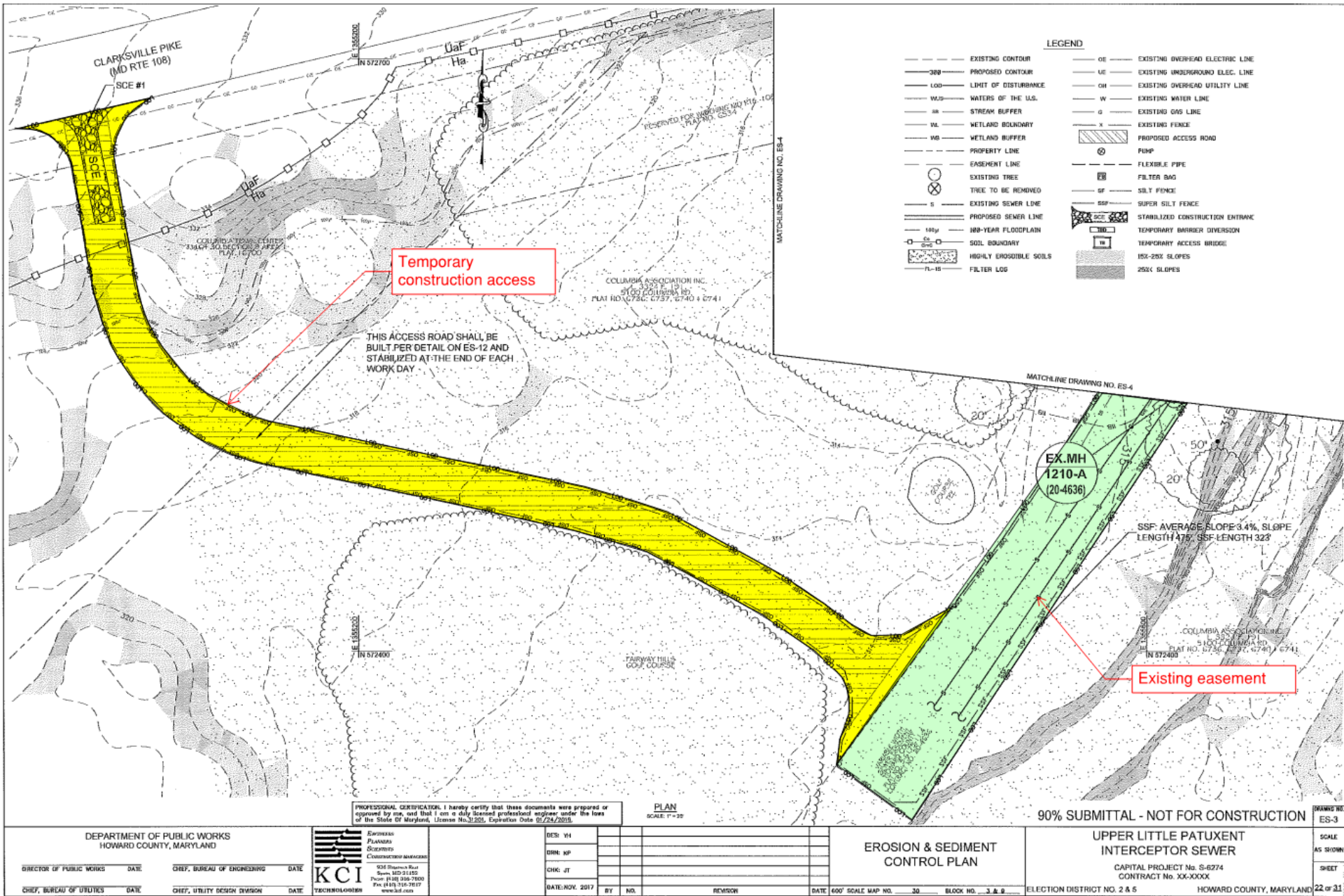
- Request for a perpetual easement to access, construct, and maintain stream restoration improvements
- Staff Review Comments
- Staff Recommendation
 - Approval subject to addressing review comments and staff review of final plans

Upper Little Patuxent – Village of Dorsey's Search



**Upper Little Patuxent
Easement Request**
Vicinity Map

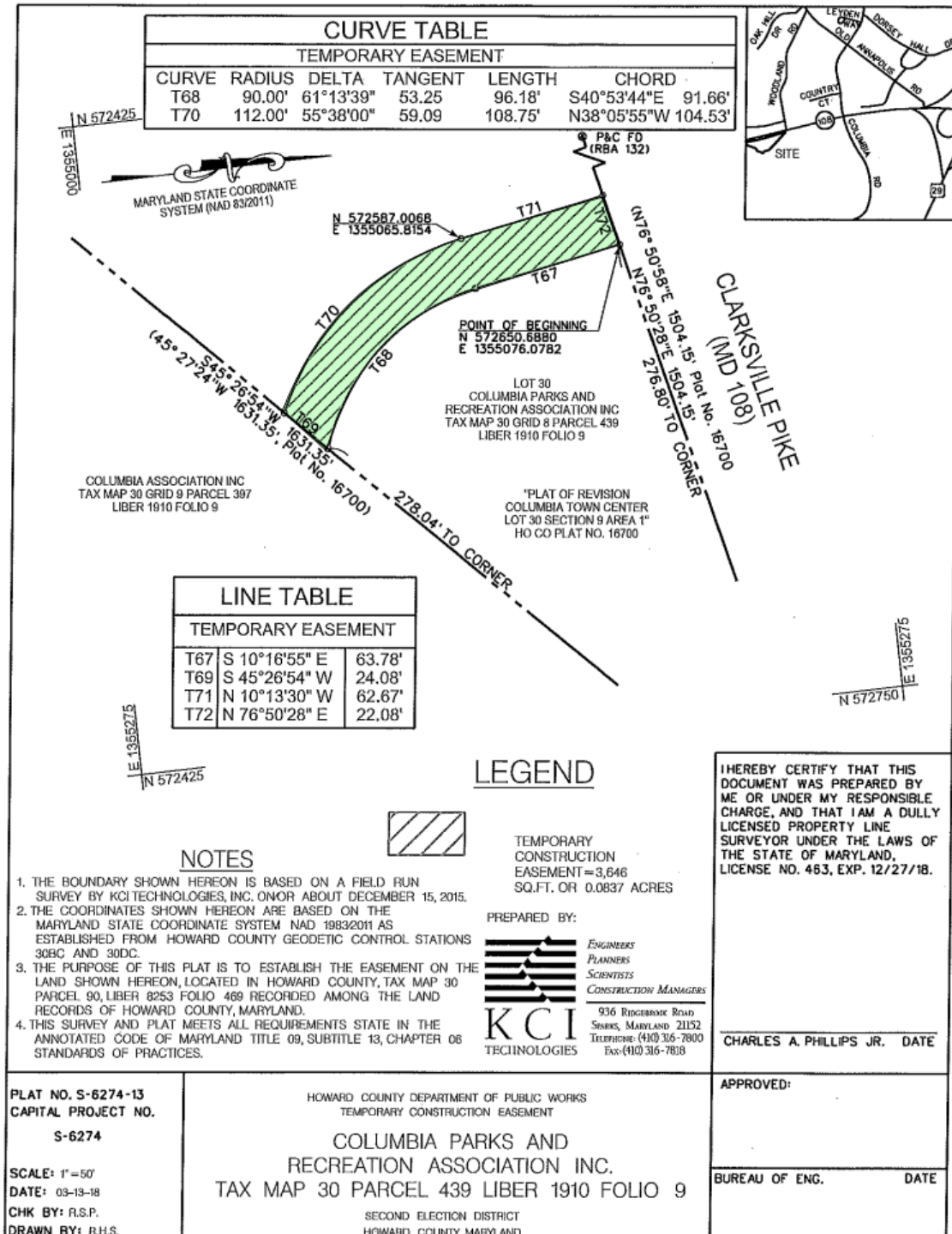
Upper Little Patuxent – Village of Dorsey's Search



Upper Little Patuxent – Village of Dorsey's Search

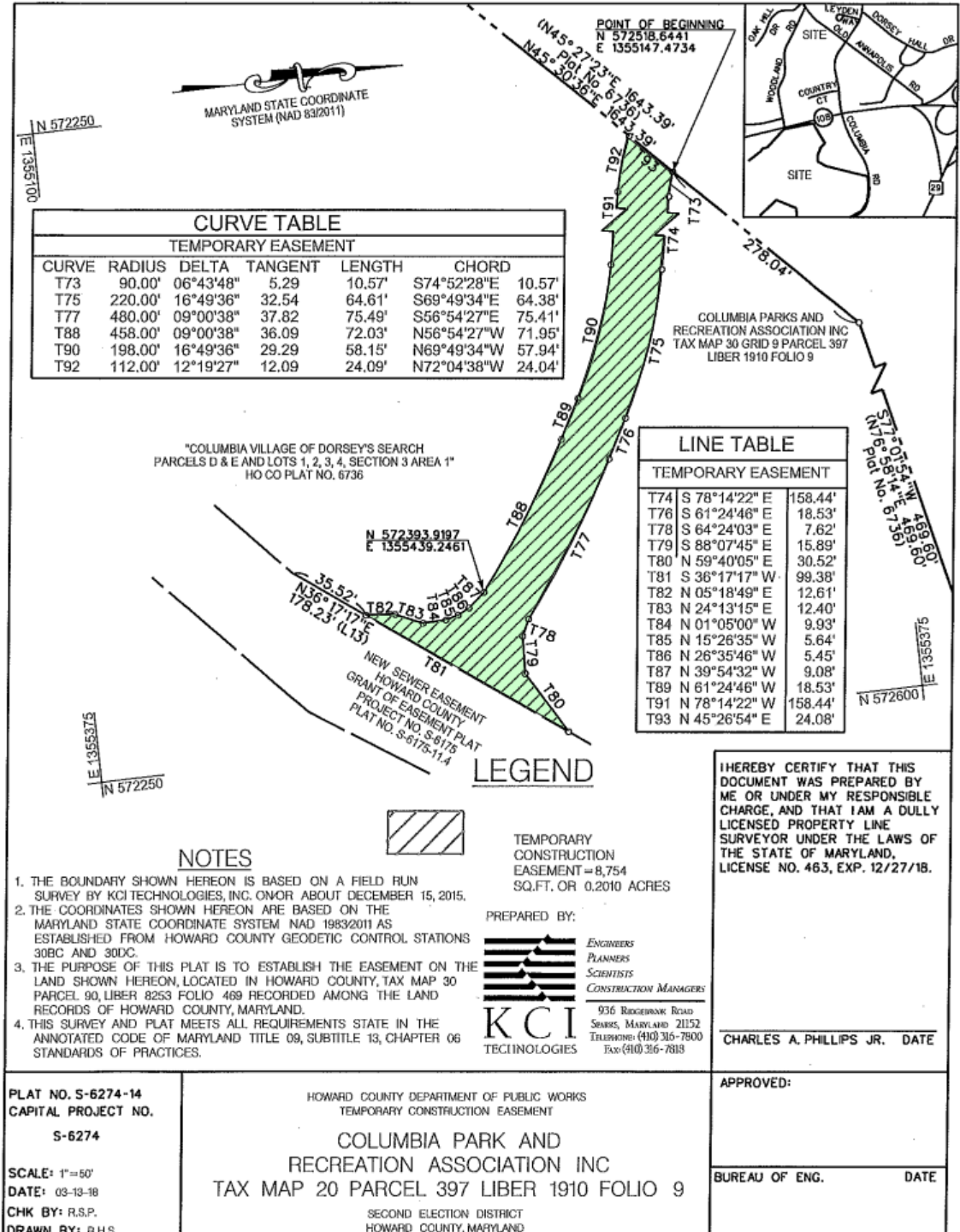


Temporary Easement



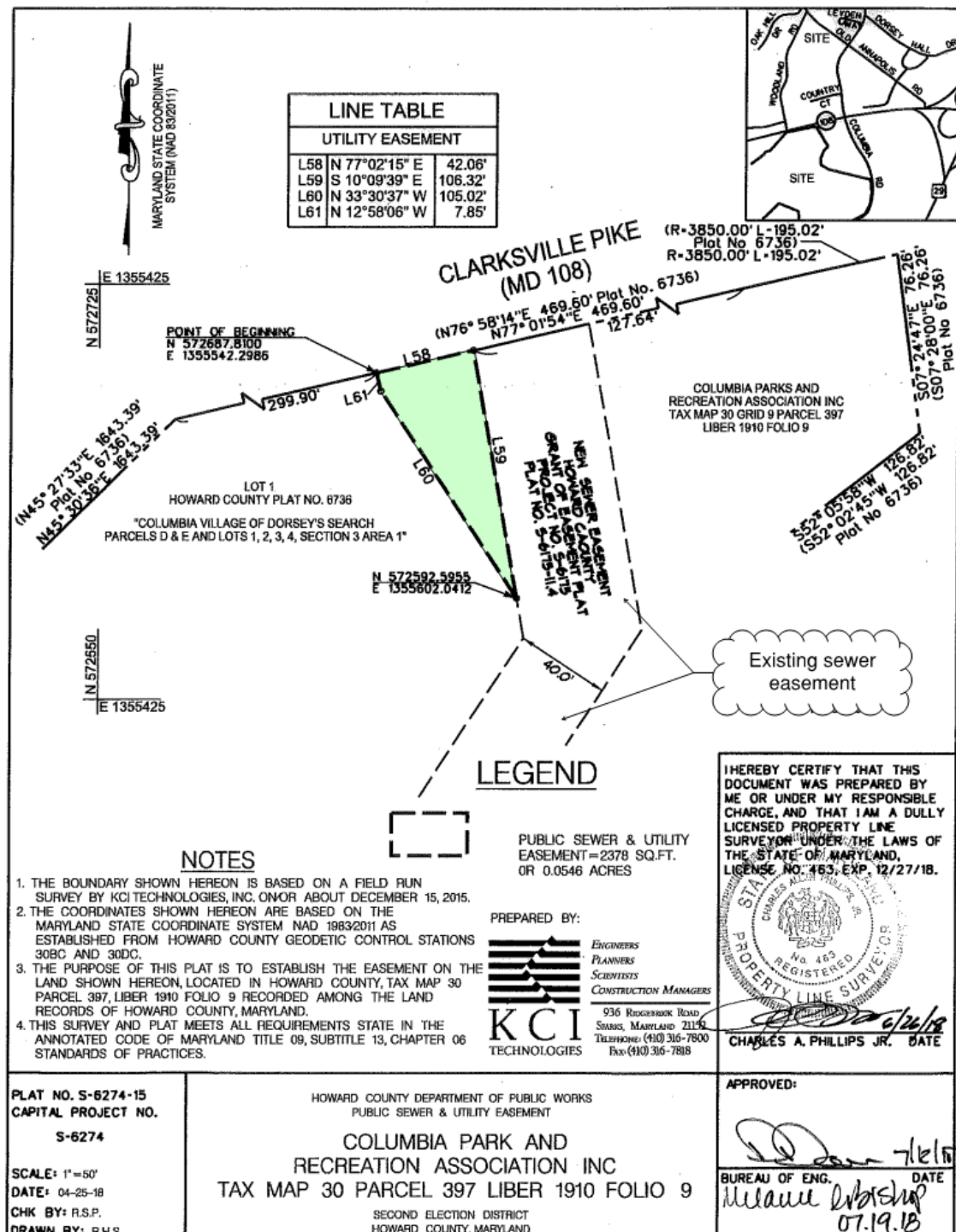
Upper Little Patuxent

Temporary Easement



Upper Little Patuxent

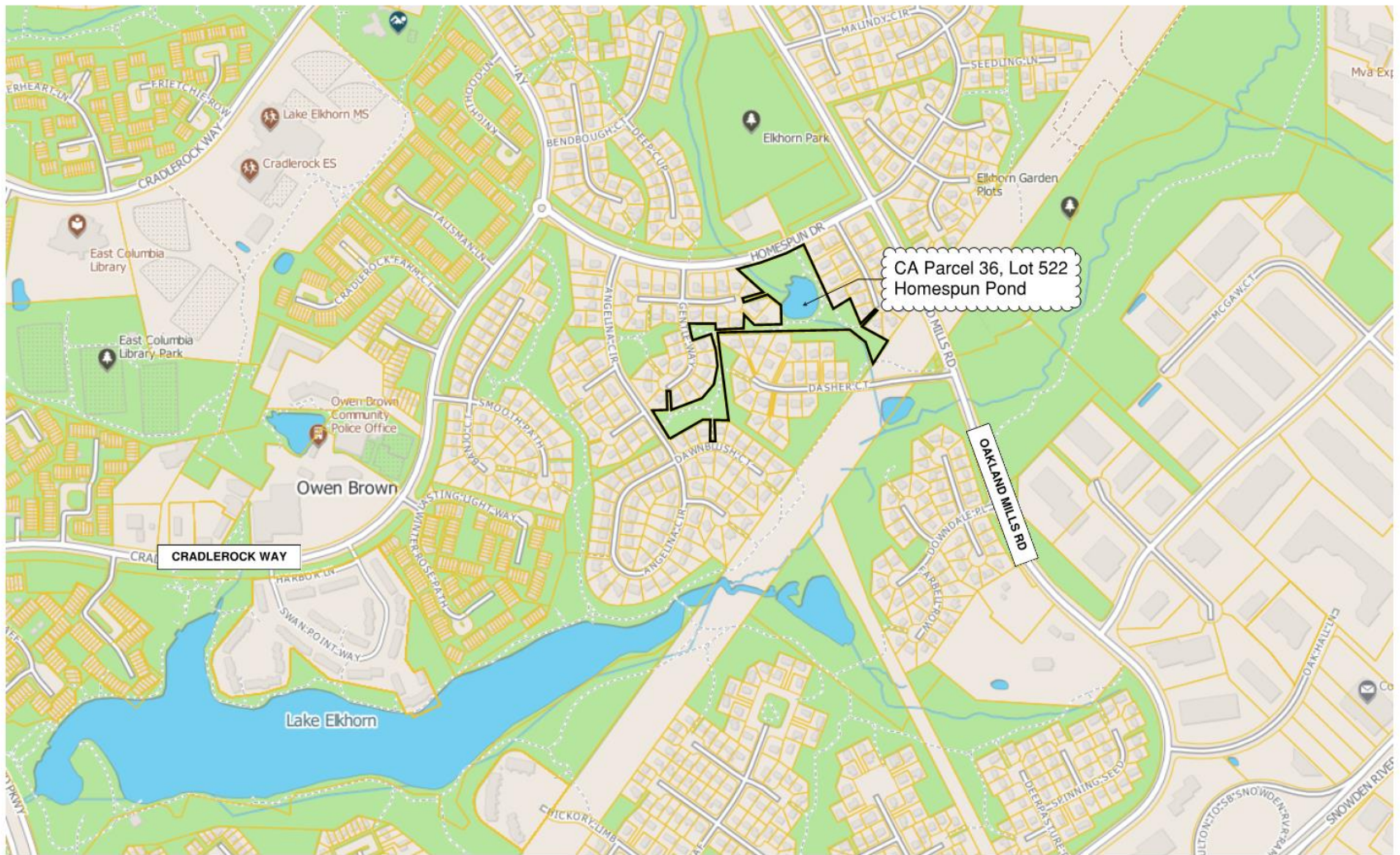
Proposed Utility Easement



Request from Howard County

- Request for temporary construction access and permanent easement for installation of a new interceptor sewer which would included a fee for the easements in the amount of \$9,895
- Staff Review Comments
- Staff Recommendation
 - Approval subject to addressing review comments and staff review of final plans

Homespun Pond – Village of Owen Brown

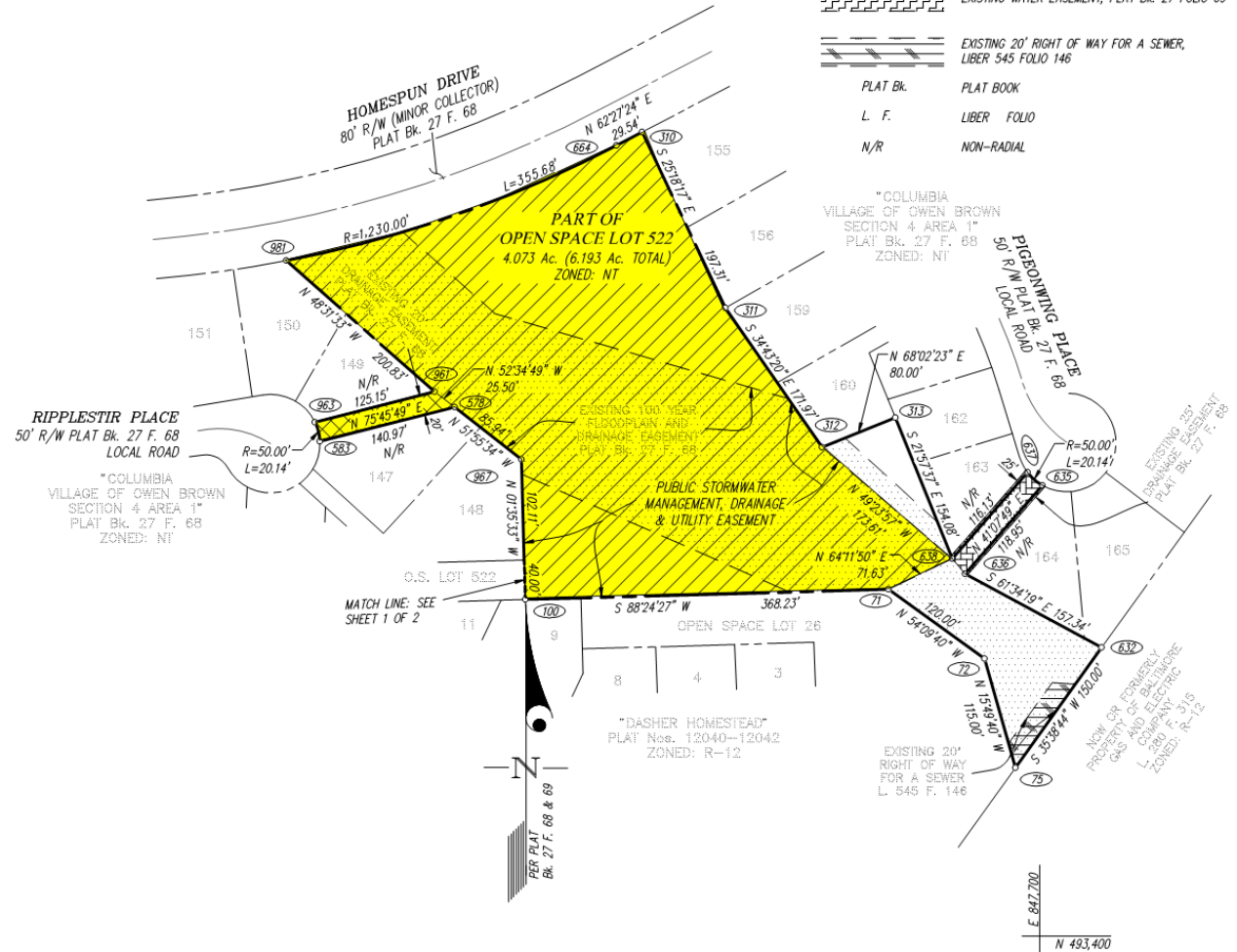


**Homespun Pond
Easement
Vicinity Map**

Homespun Pond

LEGEND

	PUBLIC STORMWATER MANAGEMENT, DRAINAGE & UTILITY EASEMENT
	EXISTING 100 YEAR FLOODPLAIN AND DRAINAGE EASEMENT, PLAT Bk. 27 FOLIO 68
	EXISTING 20' DRAINAGE EASEMENT, PLAT Bk. 27 FOLIO 68
	EXISTING 25' DRAINAGE EASEMENT, PLAT Bk. 27 FOLIO 68
	EXISTING 20' DRAINAGE EASEMENT, PLAT Bk. 27 FOLIO 69
	EXISTING WATER EASEMENT, PLAT Bk. 27 FOLIO 69
	EXISTING 20' RIGHT OF WAY FOR A SEWER, LIBER 545 FOLIO 146
PLAT Bk.	PLAT BOOK
L. F.	LIBER FOLIO
N/R	NON-RADIAL



Request from Howard County

- Request for access easement through Lot 522 to access Homespun Pond as part of Pond Dedication to County
- Staff Review Comments
- Staff Recommendation
 - Approval subject to addressing review comments and staff review of final plans





Easement Request Form

Date: 10/4/2018

Easement Grantee: Howard County

Project Name: Willow Bend Stormwater Facility Improvement (Howard County Capital Project D-1158)

Proposed Easement Location:

Village of Dorsey's Search, Open Space Lot 309.

Purpose of Proposed Easement:

perpetual easement to access, construct, and maintain stream restoration improvements

Alternatives to Proposed Easement:

No alternatives available

Briefly describe who will be impacted and how they will be impacted:

Adjacent neighbors may see some construction activity for a few weeks but no permanent impact or visual changes to the open space will occur. No trees are to be removed on CA's Lot 309 with this proposal

Additional Notes:

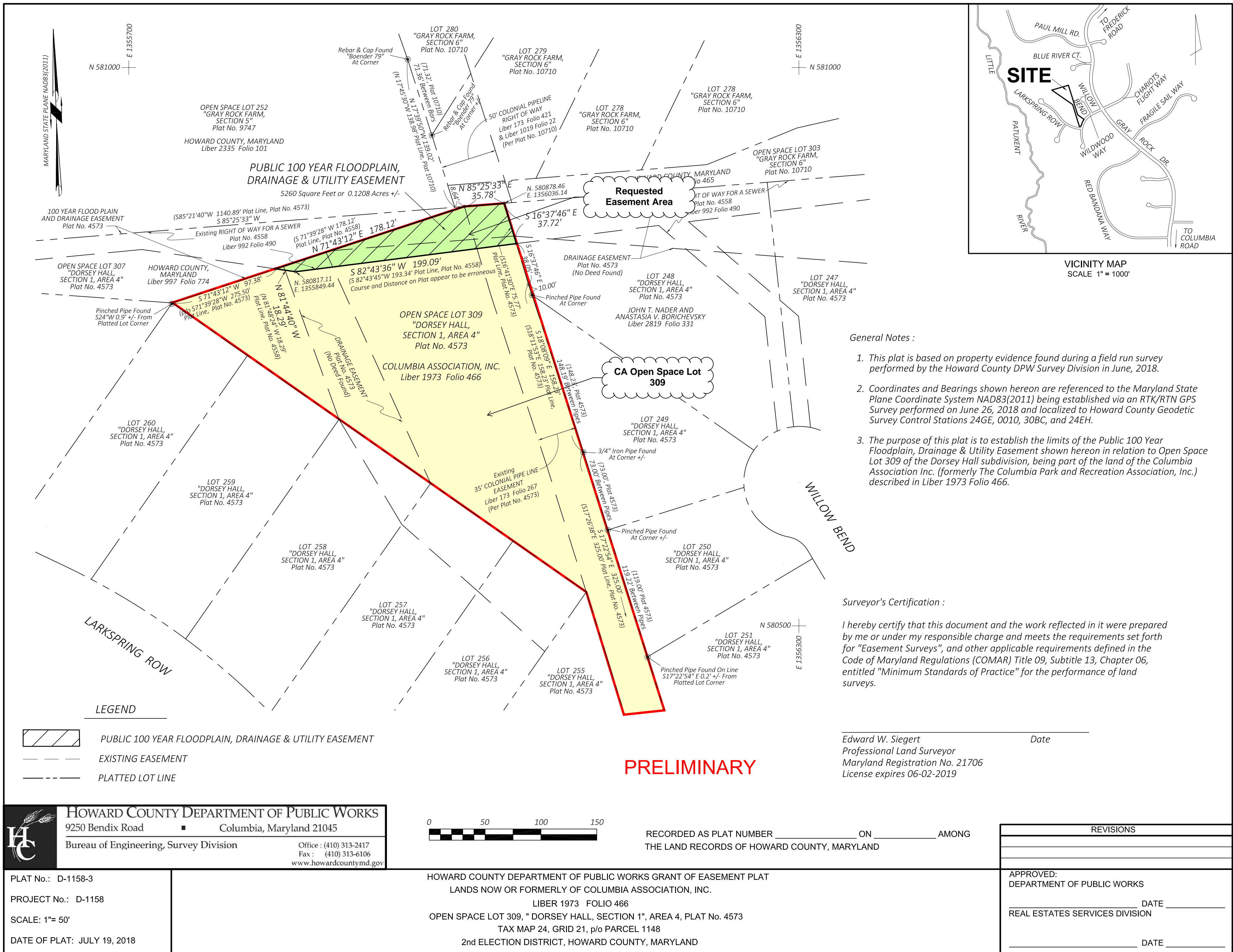
Howard County owns the majority of the opens space around the Little Patuxent River. CA owns a few parcels, of which this is on. CA is in favor of the work being completed as it benefits our Open Space and recommends approving the easement subject to review of final construction plans

Contact Information

Name: Al Edwards
E-mail: albert.edwards@columbiaassociation.org
Phone #: 410.381.3551



**Willow Bend Easement
Request**
Vicinity Map



RESOLUTION AUTHORIZING EASEMENT

The Columbia Association (“CA”) Board of Directors (the “Board”) has considered whether to grant an easement, subject to staff final review, to Howard County, Maryland relating to Stormwater facility improvements on CA Open Space Lot 309, Village of Dorsey’s Search, a copy of which is attached to this Resolution (the “Easement”). The Board makes the following findings with respect to the Easement:

1. The execution and performance of the Easement is taken exclusively for the promotion of the social welfare of the people of Columbia;

2. The Easement is expected to produce civic betterments or social improvements consisting of Water Quality, Environmental Protection and Safety Improvements; and

3. The Easement produces benefits for the people of Columbia that are necessary incidents to the accomplishment of CA’s purpose to promote the social welfare of the people of Columbia.

Having made these findings, the Board hereby authorizes the execution of the Easement on behalf of CA.

BE IT SO RESOLVED

_____, 2018

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. 02-274051
Project No. D-1158

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this _____ day of _____, 2018, by and between **COLUMBIA ASSOCIATION, INC.** (the "Grantor"), a Maryland corporation, formerly known as The Columbia Park and Recreation Association, Inc., and **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic.

WHEREAS, the Grantor owns that certain real property commonly shown as Parcel 1148 on Tax Map 24, acquired by the Grantor by deed from The Howard Research and Development Land Company, said deed dated May 4, 1987 and recorded among the Land Records of Howard County, Maryland in Liber 1973, folio 466 and shown as Lot 309 on Plat 4573 recorded in the aforesaid Land Records ("Property").

WHEREAS, the County funded Capital Project Number D-1158 to construct stormwater facility improvements including stream restoration and other public utilities and services needed to serve the citizens of Howard County, Maryland as shown on the construction drawings for the Project (collectively the "Public Improvements").

WHEREAS, the location of the Public Improvements requires access in, on, over, across and through certain portions of the Property particularly described below.

WHEREAS, the Grantor is willing to grant a perpetual easement to the County on certain portions of the Property, as more particularly described below, for laying, constructing, maintaining, expanding, modifying, repairing, removing or replacing the Public Improvements and related utilities, appurtenances and services in the Easement Area (as hereinafter defined).

NOW, THEREFORE, for Zero Dollars (\$0.00), and in consideration of the recitals above, which are deemed to be a material and substantive part hereof, the Grantor and the County covenant and agree as follows:

The Grantor hereby grants and conveys to the County, its successors and assigns, a non-exclusive easement in perpetuity to lay, construct, maintain, expand, modify, repair, remove or replace the Public Improvements and related utilities, appurtenances, and services ("Easement") in, over, under and across the Property in the area situate in the Second Election District of Howard County, Maryland and described and shown as "Public 100 Year Floodplain, Drainage & Utility Easement" on a plat titled "Howard County Department Of Public Works Grant Of Easement Plat, Lands Now Or Formerly Of Columbia Association, Inc., Liber 1973 Folio 466, Open Space Lot 309, "Dorsey Hall, Section 1", Area 4, Plat No. 4573, Tax Map 24, Grid 21, p/o Parcel 1148, 2nd Election

District, Howard County, Maryland” and recorded among the Land Records of Howard County, Maryland as Plat No. _____ (“Easement Area”).

The County, its successors and assigns, and its employees, agents, contractors and representatives (collectively, the “County Parties”) upon five (5) days’ notice to the Grantor (unless emergency circumstances require a shorter notice period) may exercise the easement rights granted hereunder in the County’s sole and absolute discretion, ~~and shall have such other rights and privileges as may be reasonable for the full enjoyment or use of the Easement herein granted.~~ The County Parties shall have the right of access from a public road to the Easement Area over the Property, as needed.

IT IS FURTHER AGREED that no fences, buildings or structures of any kind shall be erected in, on, or over and no trees shall be planted within the Easement Area by the Grantor or its successors or assigns. The Grantor may utilize the surface of the Easement Area; however; the Grantor shall not itself, and shall not permit others, to undertake any act which will impair or conflict with the operation or maintenance of the Public Improvements.

THE COUNTY will maintain the Easement Area as applicable, and following the construction or any repair of the Public Improvements, the County shall restore the condition of the Easement Area to its condition prior to entry by the County, except for the Public Improvements and reasonable wear and tear, and, where applicable, to the condition as required by the construction drawings for the Project.

THE GRANTOR represents and warrants, as of the date of this Deed of Easement, that (i) the Grantor is the sole owner and lawfully seized of a fee simple estate in the Property, (ii) the 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) there exist no liens, security interests or other encumbrances on or with respect to the Property. The Grantor further covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Property, that the Grantor warrants specially the Property, and that the 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 interests to the Property by executing either a subordination to this Deed of Easement or a joinder attached hereto and made a part hereof.

All references herein to the 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.

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 Grantor and the County and their respective grantees, successors and assigns and shall run with the conveyance of the Property, in perpetuity.

This Agreement shall be governed by and construed in accordance with the laws of Maryland without reference to its conflict of laws' provisions. The parties agree that the Circuit Court for Howard County, Maryland or the Maryland District Court for Howard County, Maryland shall have jurisdiction over any action or proceeding arising under this Agreement to the fullest extent permitted by applicable law.

Subject to the Maryland Local Government Tort Claims Act and applicable law and subject to the County's appropriations, the County will indemnify the Grantor and save it harmless from and against any and all claims, liens, actions, damages, liabilities and/or expenses, including costs and reasonable attorney's fees (not to exceed those fees actually incurred at rates normally charged to Grantor by its attorneys for similar work), in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or out of the entry on and/or use of the County of the Easement or any part thereof occasioned by the sole negligent act or omission of the County, its agents, officers, contractors, employees, or representatives. This indemnification is not to be deemed as a waiver of any immunity or defense that may exist in any action against the County. As a condition of this indemnification, the Grantor shall notify the County of all suits, claims or potential claims within fifteen (15) days of the Grantor's receiving notice of such suits, claims or potential claims.

[Signatures follow on the next page.]

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

WITNESS/ATTEST:

Sheri Fanaroff
Corporate Secretary

GRANTOR:
COLUMBIA ASSOCIATION
a Maryland corporation

By: _____ (SEAL)
Milton W. Matthews
President/CEO

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

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Milton W. Matthews, who acknowledged himself to be the President/CEO of Columbia Association, Inc. (the "Corporation"), a Maryland corporation, and that he, 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 and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the Corporation.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

[Signatures continue on the following page.]

ACCEPTED by the County on this ____ day of _____, 2018.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Allan H. Kittleman
County Executive
Date: _____

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Janet R. Irvin, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this ____ day of _____, 2018.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Morenike Euba Oyenusi
Sr. 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 _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Allan H. Kittleman, 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.

Notary Public

My Commission Expires: _____

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

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



Easement Request Form

Date: 10/4/2018

Easement Grantee: Howard County

Project Name: Upper Little Patuxent Interceptor Sewer Replacement

Proposed Easement Location:

Village of Dorsey's Search, Fairway Hills Golf Course, South of Rt. 108, parcels 397 & 439

Purpose of Proposed Easement:

Temporary construction and access easment for the installation of a new interceptor sewer as well as a perpetual public sewer and utility easement

Alternatives to Proposed Easement:

No alternatives exist

Briefly describe who will be impacted and how they will be impacted:

Members of Fairway Hills Golf Course will see some construction activity however, the construction access and construction site will take place on a section of the course that is not currently being used

Additional Notes:

Contact Information

Name: Al Edwards

E-mail: albert.edwards@columbiaassociation.org

Phone #: 410.381.3551

RESOLUTION AUTHORIZING EASEMENT

The Columbia Association (“CA”) Board of Directors (the “Board”) has considered whether to grant an easement, subject to staff final review, to Howard County, Maryland relating to public sewer improvement on CA Open Space Lot 1, Village of Dorsey’s Search, a copy of which is attached to this Resolution (the “Easement”). The Board makes the following findings with respect to the Easement:

1. The execution and performance of the Easement is taken exclusively for the promotion of the social welfare of the people of Columbia; and
2. The Easement is expected to produce civic betterments or social improvements consisting of regional utility services; and
3. The Easement produces benefits for the people of Columbia that are necessary incidents to the accomplishment of CA’s purpose to promote the social welfare of the people of Columbia.

Having made these findings, the Board hereby authorizes the execution of the Easement on behalf of CA.

BE IT SO RESOLVED

_____, 2018

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. 15-082437

Project No. S-6274

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this _____ day of _____, 2018, by and between **COLUMBIA ASSOCIATION, INC.**, formerly as Columbia Parks and Recreation Association, Inc. (the "Grantor"), a Maryland corporation, and **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic.

WHEREAS, the Grantor owns that certain real property commonly known as 5100 Columbia Road, identified on Tax Map 30 as Parcel 397, and shown as Lot 1 on the subdivision plat entitled "Columbia, Village of Dorsey's Search, Parcels D & E and Lots 1, 2, & 4, Section 3 Area 1" recorded among the Land Records of Howard County, Maryland as Plat Numbers 6735 thru 6743, acquired by the Grantor by deed from The Howard Research and Development Land Company, said deed dated October 28, 1988 and recorded among the Land Records of Howard County, Maryland in Liber 1910, folio 9 ("Property").

WHEREAS, the County funded Capital Project Number S-6274 to construct a sewer line and other public utilities and services needed to serve the citizens of Howard County, Maryland as shown on the construction drawings dated January 16, 2018 and entitled "Upper Little Patuxent Interceptor Sewer Replacement Capital Project No. S-6274" (the "Construction Drawings") for the Project (collectively the "Public Improvements").

WHEREAS, the location of the Public Improvements requires access in, on, over, across and through certain portions of the Property particularly described below.

WHEREAS, the Grantor is willing to grant a perpetual easement to the County on certain portions of the Property, as more particularly described below, for laying, constructing, maintaining, expanding, modifying, repairing, removing or replacing the Public Improvements and related utilities, appurtenances and services in the Easement Area (as hereinafter defined).

NOW, THEREFORE, in consideration of the payment of Four Thousand Seven Hundred Sixty Dollars (\$4,760.00) to the Grantor, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the recitals above, which are deemed to be a material and substantive part hereof, the Grantor and the County covenant and agree as follows:

The Grantor hereby grants and conveys to the County, its successors and assigns,

a non-exclusive easement in perpetuity to lay, construct, maintain, expand, modify, repair, remove or replace the Public Improvements and related utilities, appurtenances, and services ("Easement") in, over, under and across the Property in the area situate in the Second Election District of Howard County, Maryland described by metes and bounds as "Public Sewer & Utility Easement" in Exhibit "A", attached hereto and incorporated herein, and shown as "Public Sewer & Utility Easement = 2,378 SQ. FT. or 0.0546 Acres, comprising 0.0546 acres, more or less on the Plat No. S-6274-15, attached hereto as Exhibit "B", both exhibits incorporated herein ("Easement Area").

The County, its successors and assigns, and its employees, agents, contractors and representatives upon five (5) days' notice to the Grantor (unless emergency circumstances require a shorter notice period) may exercise the easement rights granted hereunder in the County's sole and absolute discretion and shall have other rights and privileges as may be reasonable for the full enjoyment or use of the Easement herein granted.

IT IS FURTHER AGREED that no fences, buildings or structures of any kind shall be erected in, on, or over and no trees shall be planted within the Easement Area by the Grantor or its successors or assigns. The Grantor may utilize the surface of the Easement Area; however, the Grantor shall not itself, and shall not permit others, to undertake any act which will impair or conflict with the operation or maintenance of the Public Improvements.

THE COUNTY will maintain the Easement Area as applicable, and following the construction or any repair of the Public Improvements, the County shall restore the condition of the Easement Area to its condition prior to entry by the County, except for the Public Improvements and reasonable wear and tear, and, where applicable, to the condition as required by the Construction Drawings for the Project.

THE GRANTOR represents and warrants, as of the date of this Deed of Easement, that (i) the Grantor is the sole owner and lawfully seized of a fee simple estate in the Property, (ii) the 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) there exist no liens, security interests or other encumbrances on or with respect to the Property. The Grantor further covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Property, that the Grantor warrants specially the Property, and that the 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 interests to the Property by executing either a subordination to this Deed of Easement or a joinder attached hereto and made a part hereof.

All references herein to the 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.

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 Grantor and the County and their respective grantees, successors and assigns and shall run with the conveyance of the Property, in perpetuity.

This Agreement shall be governed by and construed in accordance with the laws of Maryland without reference to its conflict of laws' provisions. The parties agree that the Circuit Court for Howard County, Maryland or the Maryland District Court for Howard County, Maryland shall have jurisdiction over any action or proceeding arising under this Agreement to the fullest extent permitted by applicable law.

Subject to the Maryland Local Government Tort Claims Act and applicable law and subject to the County's appropriations, the County will indemnify the Grantor and save it harmless from and against any and all claims, liens, actions, damages, liabilities and/or expenses, including costs and reasonable attorney's fees (not to exceed those fees actually incurred at rates normally charged to Grantor by its attorneys for similar work), in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or out of the entry on and/or use of the County of the Easements or any part thereof occasioned by the sole negligent act or omission of the County, its agents, officers, contractors, employees, or representatives. This indemnification is not to be deemed as a waiver of any immunity or defense that may exist in any action against the County. As a condition of this indemnification, the Grantor shall notify the County of all suits, claims or potential claims within fifteen (15) days of the Grantor's receiving notice of such suits, claims or potential claims.

[Signatures follow on the next page.]

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

WITNESS/ATTEST:

Sheri Fanaroff
Corporate Secretary

GRANTOR:
COLUMBIA ASSOCIATION
a Maryland corporation

By: _____ (SEAL)
Milton W. Matthews
President/CEO

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

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Milton W. Matthews, who acknowledged himself to be the President of Columbia Association, Inc.(the "Corporation"), a Maryland corporation, and that he, 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 and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the Corporation.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

[Signatures continue on the following page.]

ACCEPTED by the County on this ____ day of _____, 2018.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Allan H. Kittleman
County Executive
Date: _____

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Janet R. Irvin, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this ____ day of _____, 2018.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Morenike Euba Oyenusi
Sr. 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 _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Allan H. Kittleman, 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.

Notary Public

My Commission Expires: _____

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

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

**KCI Technologies
936 Ridgebrook Road
Sparks, MD 21152**

**Project # S-6274
Plat S-6274-15**

**Description of
Public Sewer & Utility Easement
Howard County Tax Map 30 Parcel 397
Columbia Association
Formerly
Columbia Park and Recreation Association Inc.
to
Howard County, Maryland**

Being a strip of land situate, lying and in the Second Election District of Howard County, State of Maryland, in a deed dated October 28, 1988, from The Howard Research and Development Land Company to Columbia Park and Recreation Association Inc., recorded, recorded among the Land Records of Howard County, Maryland in Liber 1910 at Folio 9, and described more particularly as follows, to wit:

Beginning for the same at a point on the southern side of MD Route 108 (Clarksville Pike), said point being distant North 77 degrees 01 minutes 54 seconds East 299.90 feet from point 2267, said point being at the end of the North 45 degrees 27 minutes 33 seconds East 1643.39 foot line of a plat entitled "Columbia Village or Dorsey's Search, Parcels D & E and Lots 1, 2 & 4, Section 3, Area 1" recorded among the Land Records of Howard County at Plat Number 6736, thence running along the northern line of said plat with meridian reference to Maryland State Grid North,

1. North 77 degrees 02 minutes 15 seconds East 42.06 feet to intersect an existing Howard County sewer easement project No S-6175 as shown on plat No S-6175-11.4, thence running for the outline of a public utility easement through said tract of land and binding on said Howard County sewer easement
2. South 10 degrees 09 minutes 39 seconds East 106.32 feet, thence leaving Howard County sewer easement
3. North 33 degrees 30 minutes 37 seconds West 105.02 feet, thence
4. North 12 degrees 58 minutes 06 seconds West 7.85 feet, to the point of beginning.

Containing 2,378 square feet or 0.0546 acres, more or less

See plat attached hereto and marked Plat No. S-6274-15

I hereby certify that this document and the work reflected in it were prepared by me or under my responsible charge and meets all applicable requirements set forth for "Easement Surveys", and other applicable requirements defined in the Code of Maryland Regulations (COMAR) Title 09, Subtitle 13, Chapter 06, entitled "Minimum Standards of Practice" for the performance of Land surveys and that I am a duly licensed property line surveyor under laws of the State of Maryland, License no. 463, expiration date December 27, 2018"

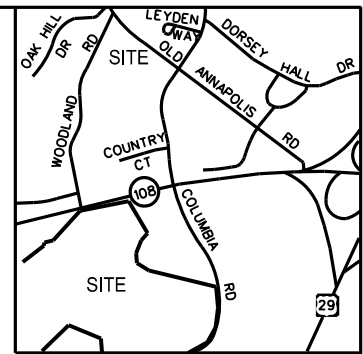


MARYLAND STATE COORDINATE
SYSTEM (NAD 83/2011)

LINE TABLE

UTILITY EASEMENT

L58	N 77°02'15" E	42.06'
L59	S 10°09'39" E	106.32'
L60	N 33°30'37" W	105.02'
L61	N 12°58'06" W	7.85'



E 1355425

N 572725

POINT OF BEGINNING
N 572687.8100
E 1355542.2986

(N45°27'33"E 1643.39'
Plat No. 6736)
(N45°30'36"E 1643.39'
Plat No. 6736)

PROPOSED SEWER &
UTILITY EASEMENT

LOT 1
"COLUMBIA VILLAGE OF DORSEY'S SEARCH
PARCELS D & E AND LOTS 1, 2, & 4, SECTION 3 AREA 1"
HOWARD COUNTY PLAT NO. 6736

N 572592.5955
E 1355602.0412

N 572550

E 1355425

CLARKSVILLE PIKE
(MD 108)

(R-3850.00' L-195.02'
Plat No. 6736)
R-3850.00' L-195.02'

(N76°58'14"E 469.60' Plot No. 6736)
(N77°01'54"E 469.60'
-127.64'

40' WIDE SEWER & UTILITY EASEMENT
GRANT OF EASEMENT PLAT 21170
PROJECT NO. S-6175
LIBER 12530 FOLIO 292

COLUMBIA ASSOCIATION INC.
TAX MAP 30 GRID 9 PARCEL 397
LIBER 1910 FOLIO 9

(S07°24'47"E 76.26'
-507°28'00"E 76.26'
Plat No. 6736)
(S52°02'45"W 126.82'
-552°05'58"W 126.82'
Plat No. 6736)

N 572550
E 1355750

LEGEND

NOTES

1. THE BOUNDARY SHOWN HEREON IS BASED ON A FIELD RUN SURVEY BY KCI TECHNOLOGIES, INC. ON OR ABOUT DECEMBER 15, 2015.
2. THE COORDINATES SHOWN HEREON ARE BASED ON THE MARYLAND STATE COORDINATE SYSTEM NAD 1983/2011 AS ESTABLISHED FROM HOWARD COUNTY GEODETIC CONTROL STATIONS 30BC AND 30DC.
3. THE PURPOSE OF THIS PLAT IS TO ESTABLISH THE EASEMENT ON THE LAND SHOWN HEREON, LOCATED IN LOT 1 COLUMBIA VILLAGE OF DORSEY'S SEARCH PARCELS D & E AND LOTS 1, 2, 3, 4, SECTION 3 AREA 1, PLAT NO. 6736, RECORDED AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND.
4. THIS SURVEY AND PLAT MEETS ALL REQUIREMENTS STATE IN THE ANNOTATED CODE OF MARYLAND TITLE 09, SUBTITLE 13, CHAPTER 06 STANDARDS OF PRACTICES.

PUBLIC SEWER & UTILITY
EASEMENT=2378 SQ.FT.
OR 0.0546 ACRES

PREPARED BY:



ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS

936 RIDGEBROOK ROAD
SPARKS, MARYLAND 21152
TELEPHONE: (410) 316-7800
FAX: (410) 316-7818

I HEREBY CERTIFY THAT THIS
DOCUMENT WAS PREPARED BY
ME OR UNDER MY RESPONSIBLE
CHARGE, AND THAT I AM A FULLY
LICENSED PROPERTY LINE
SURVEYOR UNDER THE LAWS OF
THE STATE OF MARYLAND,
LICENSE NO. 463, EXP. 12/27/18.

CHARLES A. PHILLIPS JR. DATE

PLAT NO. S-6274-15
CAPITAL PROJECT NO.

S-6274

SCALE: 1"=50'
DATE: 04-25-18

CHK BY: R.S.P.
DRAWN BY: R.H.S.

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS
PUBLIC SEWER & UTILITY EASEMENT

LOT 1
COLUMBIA VILLAGE OF DORSEY'S SEARCH
PARCELS D & E AND LOTS 1, 2, & 4, SECTION 3 AREA 1
PLAT NO. 6736

FIFTH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

APPROVED:

BUREAU OF ENG. DATE

REAL ESTATE SER.DIV. DATE

Capital Project No. S-6274

CONSTRUCTION STRIP EASEMENT AGREEMENT

THIS CONSTRUCTION STRIP EASEMENT AGREEMENT is made this _____ day of _____, 2018, by and between **COLUMBIA ASSOCIATION INC.**, formerly known as Columbia Parks and Recreation Association, Inc. (the "Grantor"), a Maryland corporation, and **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic.

WHEREAS, the County requires a temporary easement (the "Easement"), more particularly described below, running over a portion of the real property owned by the Grantor (the "Property"), for the construction of a sewer line and other public utilities (collectively the "Public Improvements") pursuant to Capital Project Number S-6274.

WHEREAS, the Grantor is willing to grant the Easement to the County for the construction of the Public Improvements.

NOW, THEREFORE, in consideration of the sum of Two Thousand Eight Hundred Dollars (\$2,800.00), the receipt and sufficiency of which are hereby acknowledged, and the above recitals, which are deemed to be a material part hereof, the Grantor hereby grants and conveys exclusively unto the County, its successors and assigns, the Easement running in, on, over, across and through the Property to utilize the Easement Area (as defined below) and construct the Public Improvements, said Easement being more particularly described as follows:

ALL OF THAT EASEMENT IN THE AREA SITUATE on the Property in the Second Election District of Howard County, Maryland and shown as Temporary Construction Easement = 8,754 SQ.FT. or 0.2010 Acres comprising 0.2010 acres, plus or minus, on Plat No. S-6274-14 attached hereto as Exhibit "A" and incorporated herein ("Easement Area").

THE EASEMENT AREA BEING A PART of the Property acquired by the Grantor by deed from The Howard Research and Development Land Company, said deed dated October 28, 1988 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber 1910, folio 9, said Property located in the Second Election District of Howard County, Maryland, identified on Tax Map No. 30 as Parcel 397, shown as Lot 1 on the subdivision plat titled "Columbia, Village of Dorsey's Search, Parcels D & E and Lots 1, 2, & 4, Section 3 Area 1" recorded among the Land Records as Plat Numbers 6735 thru 6743, consisting of 184.93230 acres.

COUNTY shall coordinate with Grantor during the construction of the Public Improvements to facilitate the golf course operations within the Easement Area, and Grantor shall not and shall not permit others to undertake any act which will impair or conflict with the construction of the Public Improvements.

COUNTY shall have the right to utilize the Easement Area for a period of one (1) year from the commencement of the construction of the Public Improvements, and upon the completion of the construction of the Public Improvements, the County shall grade and plant grass seed, if applicable, upon the disturbed portion of the Easement Area and shall remove from the Easement Area its equipment and any debris resulting from the County's activities.

GRANTOR represents and warrants, as of the date of the grant of this Construction Strip Easement, that it is the sole owner and lawfully seized of a fee simple estate in the Property, Grantor, and its signatory, are duly authorized and have the power and right to grant the Easement running in, on, over, across and through the Property, and that there exist no liens, security interests or other encumbrances on or with respect to the Property. Grantor further covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Property, that Grantor shall warrant specially the Property, 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 Property by executing a subordination to this Construction Strip Easement 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 its respective successors or assigns.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Grantor has caused this Construction Strip Easement Agreement to be executed and delivered, under seal, by its duly authorized officer or official, on the date first above written.

WITNESS/ATTEST:

GRANTOR:
COLUMBIA ASSOCIATION, INC.
a Maryland corporation

Sheri Fanaroff
Corporate Secretary

By: _____ (SEAL)
Milton W. Matthews
President/CEO

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

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Milton W. Matthews, who acknowledged himself to be the President of Columbia Association, Inc.(the "Corporation"), a Maryland corporation, and that he, as such officer being authorized so to do, executed the within Construction Strip Easement Agreement for the purposes therein contained by signing the name of the Corporation as such officer and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the Corporation.

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 _____, 2018.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Allan H. Kittleman
County Executive
Date: _____

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Janet R. Irvin, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this ____ day of _____, 2018.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Morenike Euba Oyenusi
Sr. Assistant County Solicitor

[Notary follows on the next page.]

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Allan H. Kittleman, the County Executive for Howard County, Maryland, the grantee in the within Construction Strip Easement Agreement, who acknowledged the same to be the act of the County and that he executed the foregoing Construction Strip Easement Agreement for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

THIS IS TO CERTIFY that this Construction Strip Easement Agreement was prepared by Howard County, Maryland, a party named in the within Construction Strip Easement Agreement.

Melanie A. Bishop, Chief
Real Estate Services Division

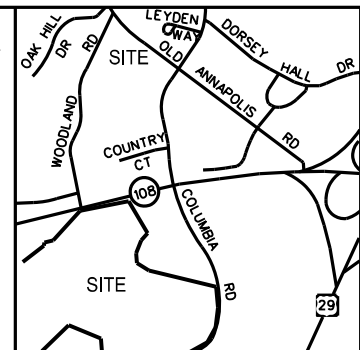
After Recording, Return To:
Howard County, Maryland
Real Estate Services Division
3430 Court House Drive
Ellicott City, Maryland 21043



MARYLAND STATE COORDINATE
SYSTEM (NAD 83/2011)

N 572250
E 1355100

POINT OF BEGINNING
N 572518.6441
E 1355147.4734



CURVE TABLE					
TEMPORARY EASEMENT					
CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD
T73	90.00'	06°43'48"	5.29	10.57'	S74°52'28"E 10.57'
T75	220.00'	16°49'36"	32.54	64.61'	S69°49'34"E 64.38'
T77	480.00'	09°00'38"	37.82	75.49'	S56°54'27"E 75.41'
T88	458.00'	09°00'38"	36.09	72.03'	N56°54'27"W 71.95'
T90	198.00'	16°49'36"	29.29	58.15'	N69°49'34"W 57.94'
T92	112.00'	12°19'27"	12.09	24.09'	N72°04'38"W 24.04'

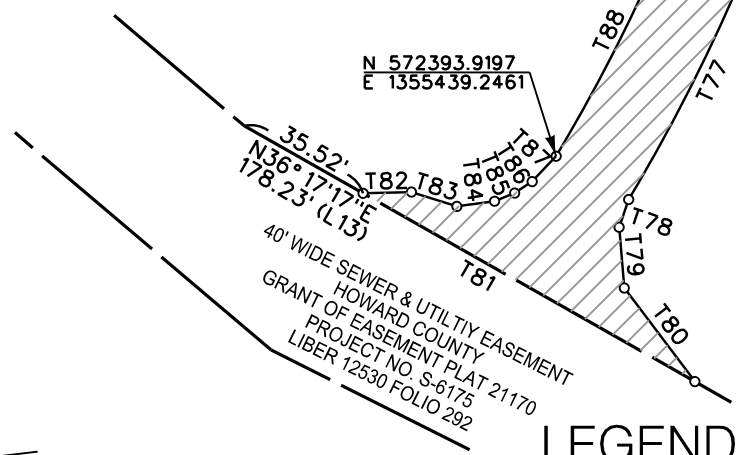
LOT 1
"COLUMBIA VILLAGE OF DORSEY'S SEARCH
PARCELS D & E AND LOTS 1, 2, & 4, SECTION 3 AREA 1"
PLAT NO. 6736

N 572393.9197
E 1355439.2461

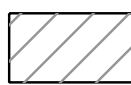
E 1355375
N 572250

LINE TABLE		
TEMPORARY EASEMENT		
T74	S 78°14'22" E	158.44'
T76	S 61°24'46" E	18.53'
T78	S 64°24'03" E	7.62'
T79	S 88°07'45" E	15.89'
T80	N 59°40'05" E	30.52'
T81	S 36°17'17" W	99.38'
T82	N 05°18'49" E	12.61'
T83	N 24°13'15" E	12.40'
T84	N 01°05'00" W	9.93'
T85	N 15°26'35" W	5.64'
T86	N 26°35'46" W	5.45'
T87	N 39°54'32" W	9.08'
T89	N 61°24'46" W	18.53'
T91	N 78°14'22" W	158.44'
T93	N 45°26'54" E	24.08'

S77°01'54"W 469.60'
(N76°38'14"E 6736)
E 1355375
N 572600



LEGEND



TEMPORARY
CONSTRUCTION
EASEMENT=8,754
SQ.FT. OR 0.2010 ACRES

PREPARED BY:



ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
936 RIDGEBROOK ROAD
SPARKS, MARYLAND 21152
TELEPHONE: (410) 316-7800
FAX: (410) 316-7818

I HEREBY CERTIFY THAT THIS
DOCUMENT WAS PREPARED BY
ME OR UNDER MY RESPONSIBLE
CHARGE, AND THAT I AM A DULLY
LICENSED PROPERTY LINE
SURVEYOR UNDER THE LAWS OF
THE STATE OF MARYLAND,
LICENSE NO. 463, EXP. 12/27/18.

CHARLES A. PHILLIPS JR. DATE

NOTES

1. THE BOUNDARY SHOWN HEREON IS BASED ON A FIELD RUN SURVEY BY KCI TECHNOLOGIES, INC. ON OR ABOUT DECEMBER 15, 2015.
2. THE COORDINATES SHOWN HEREON ARE BASED ON THE MARYLAND STATE COORDINATE SYSTEM NAD 1983/2011 AS ESTABLISHED FROM HOWARD COUNTY GEODETIC CONTROL STATIONS 30BC AND 30DC.
3. THE PURPOSE OF THIS PLAT IS TO ESTABLISH THE EASEMENT ON THE LAND SHOWN HEREON, LOCATED IN LOT 1 COLUMBIA VILLAGE OF DORSEY'S SEARCH PARCELS D & E AND LOTS 1, 2, 3, 4 SECTION 3 AREA 1, PLAT NO 6736 RECORDED AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND.
4. THIS SURVEY AND PLAT MEETS ALL REQUIREMENTS STATE IN THE ANNOTATED CODE OF MARYLAND TITLE 09, SUBTITLE 13, CHAPTER 06 STANDARDS OF PRACTICES.

PLAT NO. S-6274-14
CAPITAL PROJECT NO.
S-6274

SCALE: 1"=50'
DATE: 03-13-18
CHK BY: R.S.P.
DRAWN BY: R.H.S.

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS
TEMPORARY CONSTRUCTION EASEMENT
LOT 1

COLUMBIA VILLAGE OF DORSEY'S SEARCH
PARCELS D & E AND LOTS 1, 2, & 4, SECTION 3 AREA 1
PLAT NO. 6736
FIFTH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

APPROVED:

BUREAU OF ENG. DATE

REAL ESTATE SER.DIV. DATE

Capital Project No. S-6274

CONSTRUCTION STRIP EASEMENT AGREEMENT

THIS CONSTRUCTION STRIP EASEMENT AGREEMENT is made this _____ day of _____, 2018, by and between **COLUMBIA ASSOCIATION INC.**, formerly known as Columbia Parks and Recreation Association, Inc. (the "Grantor"), a Maryland corporation, and **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic.

WHEREAS, the County requires a temporary easement (the "Easement"), more particularly described below, running over a portion of the real property owned by the Grantor (the "Property"), for the construction of a sewer line and other public utilities (collectively the "Public Improvements") pursuant to Capital Project Number S-6274.

WHEREAS, the Grantor is willing to grant the Easement to the County for the construction of the Public Improvements.

NOW, THEREFORE, in consideration of the sum of Two Thousand Three Hundred Thirty Five Dollars (\$2,335.00), the receipt and sufficiency of which are hereby acknowledged, and the above recitals, which are deemed to be a material part hereof, the Grantor hereby grants and conveys exclusively unto the County, its successors and assigns, the Easement running in, on, over, across and through the Property to utilize the Easement Area (as defined below) and construct the Public Improvements, said Easement being more particularly described as follows:

ALL OF THAT EASEMENT IN THE AREA SITUATE on the Property in the Second Election District of Howard County, Maryland and shown as Temporary Construction Easement = 3,646 SQ.FT. or 0.0837 Acres comprising 0.0837 acres, plus or minus, on Plat No. S-6274-13 attached hereto as Exhibit "A" and incorporated herein ("Easement Area").

THE EASEMENT AREA BEING A PART of the Property acquired by the Grantor by deed from The Howard Research and Development Land Company, said deed dated October 28, 1988 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber 1910, folio 9, said Property located in the Second Election District of Howard County, Maryland, identified on Tax Map No. 30 as Parcel 439, shown on a subdivision plat titled "Columbia, Town Center, Section 9 Area 1" recorded among the Land Records as Plat Numbers 4205 thru 4210, consisting of 22.206 acres.

COUNTY shall coordinate with Grantor during the construction of the Public Improvements to facilitate the golf course operations within the Easement Area, and Grantor shall not and shall not permit others to undertake any act which will impair or conflict with the construction of the Public Improvements.

COUNTY shall have the right to utilize the Easement Area for a period of one (1) year from the commencement of the construction of the Public Improvements, and upon the completion of the construction of the Public Improvements, the County shall grade and plant grass seed, if applicable, upon the disturbed portion of the Easement Area and shall remove from the Easement Area its equipment and any debris resulting from the County's activities.

GRANTOR represents and warrants, as of the date of the grant of this Construction Strip Easement, that it is the sole owner and lawfully seized of a fee simple estate in the Property, Grantor, and its signatory, are duly authorized and have the power and right to grant the Easement running in, on, over, across and through the Property, and that there exist no liens, security interests or other encumbrances on or with respect to the Property. Grantor further covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Property, that Grantor shall warrant specially the Property, 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 Property by executing a subordination to this Construction Strip Easement 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 its respective successors or assigns.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Grantor has caused this Construction Strip Easement Agreement to be executed and delivered, under seal, by its duly authorized officer or official, on the date first above written.

WITNESS/ATTEST:

Sheri Fanaroff
Corporate Secretary

GRANTOR:
COLUMBIA ASSOCIATION
a Maryland corporation

By: _____ (SEAL)
Milton W. Matthews
President/CEO

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

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Milton W. Matthews, who acknowledged himself to be the President of Columbia Association, Inc.(the "Corporation"), a Maryland corporation, and that he, as such officer being authorized so to do, executed the within Construction Strip Easement Agreement for the purposes therein contained by signing the name of the Corporation as such officer and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the Corporation.

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 _____, 2018.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Allan H. Kittleman
County Executive
Date: _____

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Janet R. Irvin, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this ____ day of _____, 2018.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Morenike Euba Oyenusi
Sr. Assistant County Solicitor

[Notary follows on the next page.]

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Allan H. Kittleman, the County Executive for Howard County, Maryland, the grantee in the within Construction Strip Easement Agreement, who acknowledged the same to be the act of the County and that he executed the foregoing Construction Strip Easement Agreement for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

THIS IS TO CERTIFY that this Construction Strip Easement Agreement was prepared by Howard County, Maryland, a party named in the within Construction Strip Easement Agreement.

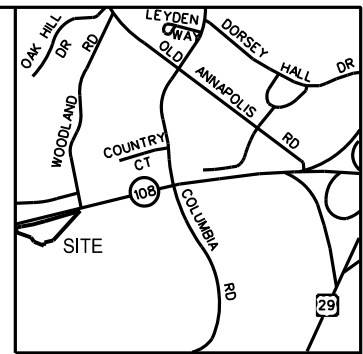
Melanie A. Bishop, Chief
Real Estate Services Division

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

CURVE TABLE

TEMPORARY EASEMENT

CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD
T68	90.00'	61°13'39"	53.25	96.18'	S40°53'44"E 91.66'
T70	112.00'	55°38'00"	59.09	108.75'	N38°05'55"W 104.53'



N 572425
E 1355000

MARYLAND STATE COORDINATE
SYSTEM (NAD 83/2011)

N 572587.0068
E 1355065.8154

P&C FD
(RBA 132)

POINT OF BEGINNING
N 572650.6880
E 1355076.0782

LOT 30
COLUMBIA ASSOCIATION INC
TAX MAP 30 GRID 8 PARCEL 439
LIBER 1910 FOLIO 9

COLUMBIA ASSOCIATION INC
TAX MAP 30 GRID 9 PARCEL 397
LIBER 1910 FOLIO 9

"PLAT OF REVISION
COLUMBIA TOWN CENTER
LOT 30 SECTION 9 AREA 1"
HO CO PLAT NO. 16700

CLARKSVILLE PIKE
(MD 108)
Plot No. 16700

(45°27'24"W
S45°26'54"W
1631.35', Plot No. 16700)

278.04' TO CORNER

(N76°50'58"E 1504.15'
N76°50'28"E 1504.15'
276.80' TO CORNER

LINE TABLE

TEMPORARY EASEMENT

T67	S 10°16'55" E	63.78'
T69	S 45°26'54" W	24.08'
T71	N 10°13'30" W	62.67'
T72	N 76°50'28" E	22.08'

E 1355275
N 572425

E 1355275
N 572750

LEGEND



TEMPORARY
CONSTRUCTION
EASEMENT=3,646
SQ.FT. OR 0.0837 ACRES

PREPARED BY:



ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS

936 RIDGEBROOK ROAD
SPARKS, MARYLAND 21152
TELEPHONE: (410) 316-7800
FAX: (410) 316-7818

NOTES

1. THE BOUNDARY SHOWN HEREON IS BASED ON A FIELD RUN SURVEY BY KCI TECHNOLOGIES, INC. ON OR ABOUT DECEMBER 15, 2015.
2. THE COORDINATES SHOWN HEREON ARE BASED ON THE MARYLAND STATE COORDINATE SYSTEM NAD 1983/2011 AS ESTABLISHED FROM HOWARD COUNTY GEODETIC CONTROL STATIONS 30BC AND 30DC.
3. THE PURPOSE OF THIS PLAT IS TO ESTABLISH THE EASEMENT ON THE LAND SHOWN HEREON, LOCATED IN HOWARD COUNTY, TAX MAP 30 PARCEL 439, LIBER 1910 FOLIO 9 RECORDED AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND.
4. THIS SURVEY AND PLAT MEETS ALL REQUIREMENTS STATE IN THE ANNOTATED CODE OF MARYLAND TITLE 09, SUBTITLE 13, CHAPTER 06 STANDARDS OF PRACTICES.

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND THAT I AM A DULLY LICENSED PROPERTY LINE SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 463, EXP. 12/27/18.

CHARLES A. PHILLIPS JR. DATE

PLAT NO. S-6274-13
CAPITAL PROJECT NO.
S-6274

SCALE: 1"=50'
DATE: 03-13-18
CHK BY: R.S.P.
DRAWN BY: R.H.S.

HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS
TEMPORARY CONSTRUCTION EASEMENT

LOT 30
COLUMBIA TOWN CENTER
LOT 30 SECTION 9 AREA 1
PLAT NO. 16700

FIFTH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

APPROVED:

BUREAU OF ENG. DATE

REAL ESTATE SER.DIV. DATE



Easement Request Form

Date: 10/4/2018

Easement Grantee: Howard County

Project Name: Homespun Pond Dedication

Proposed Easement Location:

Village of Owen Brown, Open Space Lot 522.

Purpose of Proposed Easement:

Perpetual access easement to maintain Homespun Pond after dedication to County

Alternatives to Proposed Easement:

No alternatives available

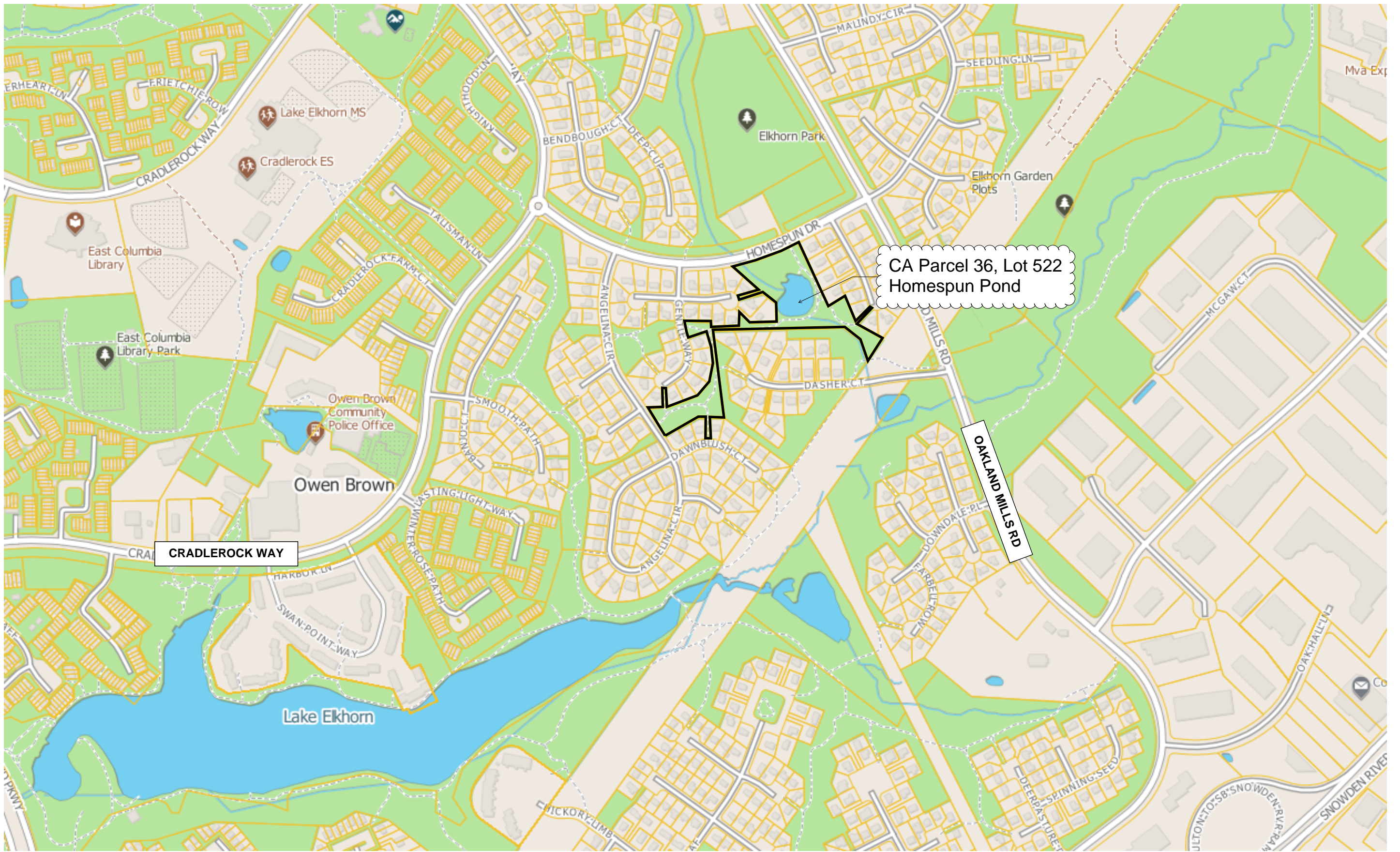
Briefly describe who will be impacted and how they will be impacted:

No residents will be impacted as this is not related to a pending construction project. Residents adjacent to the pond may see Howard County accessing pond through Open Space during future routine pond maintenance

Additional Notes:

Contact Information

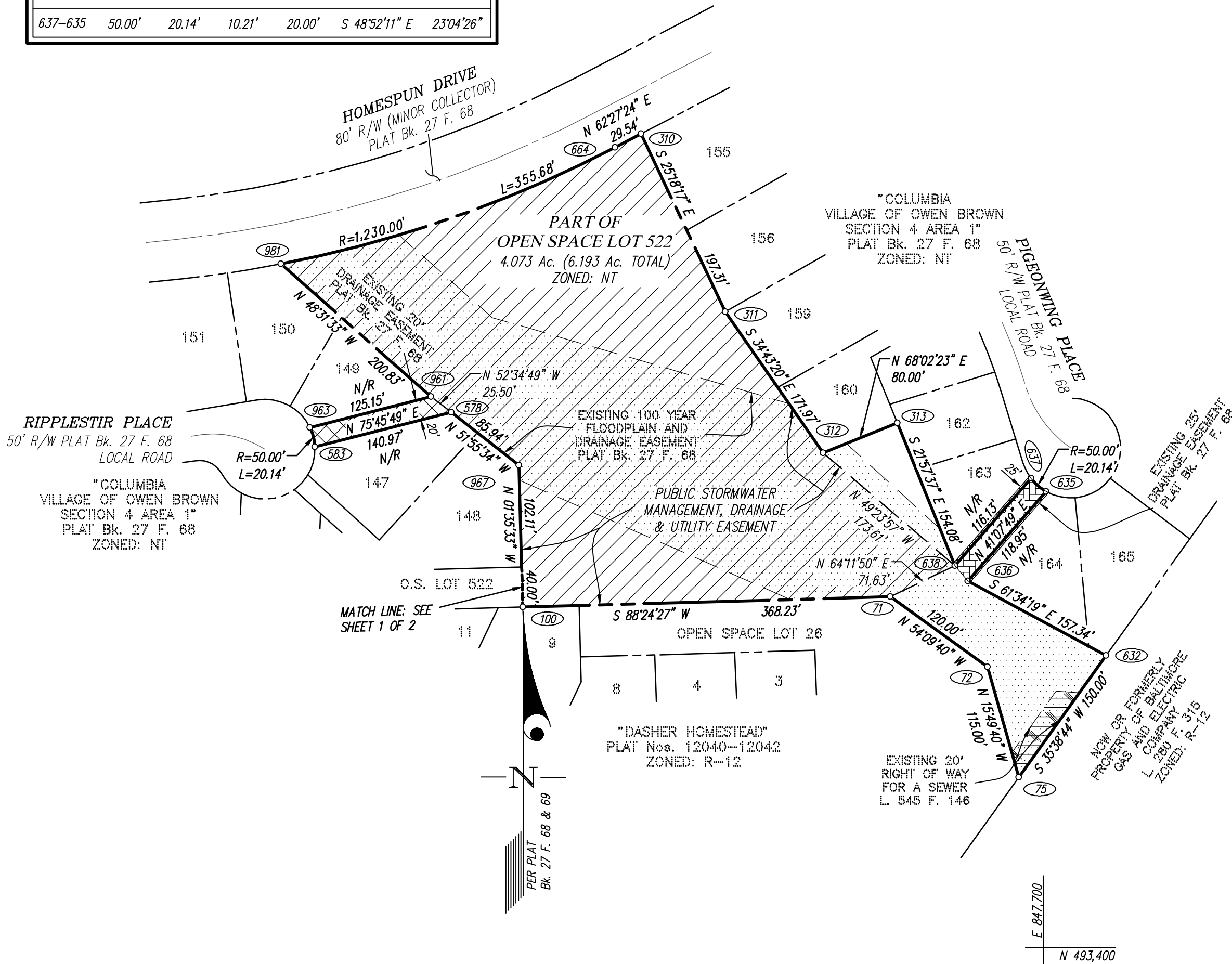
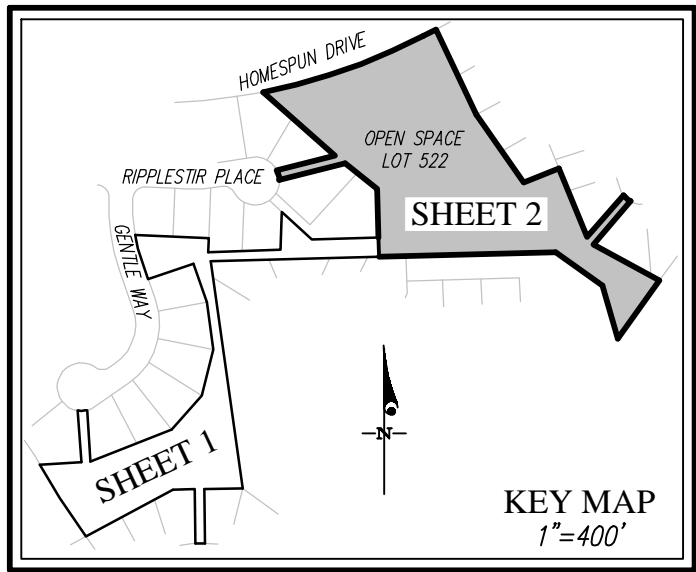
Name: Al Edwards
E-mail: albert.edwards@columbiaassociation.org
Phone #: 410.381.3551



**Homespun Pond
Easement
Vicinity Map**

COORDINATE TABLE THIS SHEET					
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
71	493,751.62	847,546.52	632	493,692.62	847,762.59
72	493,681.36	847,643.80	635	493,857.11	847,702.46
75	493,570.72	847,675.17	636	493,767.52	847,624.21
100	493,741.38	847,178.43	637	493,870.27	847,687.39
310	494,215.51	847,296.90	638	493,782.80	847,611.01
311	494,037.13	847,381.24	664	494,201.85	847,270.71
312	493,895.78	847,479.19	961	493,951.94	847,086.58
313	493,925.70	847,553.39	963	493,921.16	846,965.27
578	493,936.44	847,106.83	967	493,883.44	847,174.48
583	493,901.77	846,970.19	981	494,084.94	846,936.11

CURVE TABULATION THIS SHEET						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
583-963	50.00'	20.14'	10.21'	20.00'	N 14°14'11" W	23°04'26"
981-664	1,230.00'	355.68'	179.09'	354.44'	N 70°44'30" E	16°34'05"
637-635	50.00'	20.14'	10.21'	20.00'	S 48°52'11" E	23°04'26"



LEGEND	
	PUBLIC STORMWATER MANAGEMENT, DRAINAGE & UTILITY EASEMENT
	EXISTING 100 YEAR FLOODPLAIN AND DRAINAGE EASEMENT, PLAT Bk. 27 FOLIO 68
	EXISTING 20' DRAINAGE EASEMENT, PLAT Bk. 27 FOLIO 68
	EXISTING 25' DRAINAGE EASEMENT, PLAT Bk. 27 FOLIO 68
	EXISTING 20' DRAINAGE EASEMENT, PLAT Bk. 27 FOLIO 69
	EXISTING WATER EASEMENT, PLAT Bk. 27 FOLIO 69
	EXISTING 20' RIGHT OF WAY FOR A SEWER, LIBER 545 FOLIO 146
PLAT Bk.	PLAT BOOK
L. F.	LIBER FOLIO
N/R	NON-RADIAL

TABULATION OF FINAL PLAT - THIS SHEET

1. TOTAL NUMBER OF LOTS AND PARCELS TO BE RECORDED:	
BUILDABLE:	0
NON-BUILDABLE:	0
OPEN SPACE:	P/O 1
2. TOTAL AREA OF LOTS AND/OR PARCELS:	
BUILDABLE:	0 Ac.
NON-BUILDABLE:	0 Ac.
OPEN SPACE:	4.073 Ac.
3. TOTAL AREA OF ROADWAY TO BE RECORDED:	0 Ac.
4. TOTAL AREA OF SUBDIVISION TO BE RECORDED:	4.073 Ac.

APPROVED: FOR PUBLIC WATER & PUBLIC SEWERAGE SYSTEMS IN CONFORMANCE WITH THE MASTER PLAN OF WATER & SEWERAGE FOR HOWARD COUNTY, MD.

COUNTY HEALTH OFFICER _____ DATE _____

APPROVED: HOWARD COUNTY DEPARTMENT OF PLANNING & ZONING

CHIEF, DEVELOPMENT ENGINEERING DIVISION _____ DATE _____

DIRECTOR _____ DATE _____

OWNERS' DEDICATION
COLUMBIA ASSOCIATION, INC., A MARYLAND NON-PROFIT CORPORATION, (FORMERLY COLUMBIA PARK AND RECREATION ASSOCIATION, INC.) BY DENNIS MATTEY, DIR. OF OPEN SPACE AND FACILITY SERVICES; OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPTS THIS PLAN OF SUBDIVISION; AND IN CONSIDERATION OF THE APPROVAL OF THIS PLAT BY THE DEPARTMENT OF PLANNING AND ZONING ESTABLISHES THE MINIMUM BUILDING RESTRICTION LINES. ALL EASEMENTS AND RIGHTS-OF-WAY AFFECTING THE PROPERTY ARE INCLUDED IN THIS PLAN OF SUBDIVISION. THE REQUIREMENTS OF SECTION 3-108, THE REAL PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND, 1996 REPLACEMENT VOLUME, (AS SUPPLEMENTED) AS FAR AS THEY RELATE TO THE MAKING OF THIS PLAT AND THE SETTING OF MARKERS, HAVE BEEN COMPLIED WITH.

BY: _____
DENNIS MATTEY,
DIRECTOR OF OPEN SPACE AND FACILITY SERVICES

ATTEST: _____
ALBERT EDWARDS, P.E.,
ASSISTANT DIRECTOR OF OPEN SPACE AND FACILITY SERVICES

WITNESS OUR HANDS THIS _____ DAY OF _____

COLUMBIA ASSOCIATION, INC.

OWNER:
COLUMBIA ASSOCIATION, INC.
6310 HILLSIDE COURT
SUITE 100
COLUMBIA, MARYLAND 21046

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE PLAT OF REVISION SHOWN HEREON IS CORRECT; THAT IT IS A REVISION OF OPEN SPACE LOT 522 AS SHOWN ON A PLAT ENTITLED "COLUMBIA, VILLAGE OF OWEN BROWN, SECTION 4 AREA 1" AND RECORDED AS PLAT BOOK 27 FOLIOS 68 AND 69. ALSO BEING PART OF THE LAND CONVEYED FROM THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION TO THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., BY A DEED DATED JULY 8, 1980 AND RECORDED IN LIBER 1029 AT FOLIO 171, ALL AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND AND THAT ALL MONUMENTS ARE IN PLACE OR WILL BE IN PLACE PRIOR TO ACCEPTANCE OF THE STREETS IN THE SUBDIVISION BY HOWARD COUNTY, IN ACCORDANCE WITH THE ANNOTATED CODE OF MARYLAND, AS AMENDED. THE REQUIREMENTS OF SECTION 3-108, THE REAL PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND, 1996 REPLACEMENT VOLUME, (AS SUPPLEMENTED) AS FAR AS THEY RELATE TO THE MAKING OF THIS PLAT AND THE SETTING OF MARKERS, HAVE BEEN COMPLIED WITH.

WILLIAM E. GRUENINGER, III
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NO. 21542 (EXP./RENEWAL 12/21/2019)

RECORDED AS PLAT NUMBER _____ ON _____, AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND

PLAT OF REVISION
COLUMBIA
VILLAGE OF OWEN BROWN
SECTION 4 AREA 1

OPEN SPACE LOT 522

(A REVISION TO OPEN SPACE LOT 522, COLUMBIA, VILLAGE OF OWEN BROWN, SECTION 4 AREA 1, PLAT BOOK 27 FOLIOS 68 AND 69)

FDP-146-A-III TM 36, GRID 22, P/O PARCEL 387
6TH ELECTION DISTRICT ZONE-NT HOWARD COUNTY, MARYLAND
SCALE: 1"=100' SHEET 2 OF 2 JULY 2018



3909 NATIONAL DRIVE
SUITE 250
BURTONSVILLE, MD 20866
301-421-4024
GLWPA.COM

DRAWN BY: _____

CHECK BY: _____

RESOLUTION AUTHORIZING EASEMENT

The Columbia Association (“CA”) Board of Directors (the “Board”) has considered whether to grant an easement, subject to staff final review, to Howard County, Maryland relating to a pond dedication on CA Open Space Lot 522, Village of Owen Brown, a copy of which is attached to this Resolution (the “Easement”). The Board makes the following findings with respect to the Easement:

1. The execution and performance of the Easement is taken exclusively for the promotion of the social welfare of the people of Columbia;

2. The Easement is expected to produce civic betterments or social improvements consisting of Water Quality, Environmental Protection and Safety Improvements; and

3. The Easement produces benefits for the people of Columbia that are necessary incidents to the accomplishment of CA’s purpose to promote the social welfare of the people of Columbia.

Having made these findings, the Board hereby authorizes the execution of the Easement on behalf of CA.

BE IT SO RESOLVED

_____, 2018

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this ____ day of _____, 2018, by and between **COLUMBIA ASSOCIATION, INC.**, formerly known as The Columbia Park and Recreation Association, Inc. (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 Sixth Election District of Howard County, Maryland commonly shown as Parcel 387, Lot 522 on Tax Map 36 ("Open Space Lot 522"), also shown on the subdivision plat titled "Plat of Revision, Columbia, Village of Owen Brown, Section 4 Area 1, Open Space Lot 522 (A Revision to Open Space Lot 522, Columbia, Village of Owen Brown, Section 4 Area 1, Plat Book 27 Folios 68 and 69) recorded among the Land Records of Howard County, Maryland (the "Land Records") as Plat Numbers _____ and _____ (the "Plat").

WHEREAS, as shown on the Plat, Open Space Lot 522 is encumbered with a "Public Stormwater Management, Drainage & Utility Easement" and contains a stormwater management facility which has been named Homespun Pond and is currently being operated by the Grantor (the "SWM Facility").

WHEREAS, the Grantor has completed the improvements to the SWM Facility necessary to comply with the current stormwater management laws and regulations and now desires to grant an easement to the Grantee to inspect and maintain the stormwater structure, filter diaphragm, outlet weir, pipes and riprap outlet portions of the SWM Facility, constituting the manmade structural improvements of the SWM Facility (the "Public Improvements").

WHEREAS, upon the completion of the Public Improvements, the Grantor and the Grantee entered in to a Maintenance Agreement for the SWM Facility (the "Maintenance Agreement"), and the Maintenance Agreement is intended to be recorded among the Land Records immediately prior hereto.

NOW, THEREFORE, in consideration of the terms of the Deed of Easement 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, an easement in, on, over, across and through the SWM Facility and access as needed through Open Space Lot 522 (collectively the "Easement Area") to maintain the manmade Public Improvements into, within and exiting the SWM facility on Open Space Lot 522 and to remove sediment from the SWM Facility at such time or times as

needed, as determined by the Grantee (the "Easement").

THE EASEMENT AREA BEING in, on, over, across, and through a part of Open Space Lot 522 acquired by the Grantor from The Howard Research and Development Corporation, by Deed dated July 8, 1980 and recorded among the Land Records in Liber 1029, folio 171, on December 1, 1980.

THE GRANTOR hereby agrees that the Grantee, its successors and assigns, 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 inspect, construct, maintain expand, modify and repair the Public Improvements as needed for the public health, safety, and welfare.

IT IS FURTHER AGREED that no fences, buildings or structures of any kind shall be erected within the Easement Area by the Grantor or and no trees shall be planted within the Easement Area without the permission of the Grantee. The Grantor shall not and shall not permit others to undertake any act 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 Open Space Lot 522; (ii) Grantor, and its signatory, are duly authorized and have the power and right to grant the Easement in, on, over, across and through Open Space Lot 522, and (iii) that there exist no liens, security interests or other encumbrances on or with respect to Open Space Lot 522. Grantor further covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber Open Space Lot 522, 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 Open Space Lot 522, 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 Open Space Lot 522. 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 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 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, by its duly authorized officer or official, on the date first above written.

WITNESS/ATTEST:

Sheri Fanaroff
Corporate Secretary

GRANTOR:
COLUMBIA ASSOCIATION
a Maryland corporation

By: _____ (SEAL)
Milton W. Matthews
President/CEO

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

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Milton W. Matthews, who acknowledged himself to be the President of Columbia Association, Inc.(the "Corporation"), a Maryland corporation, and that he, 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 and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the Corporation.

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 _____, 2018.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Allan H. Kittleman
County Executive
Date: _____

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Janet R. Irvin, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this ____ day of _____, 2018.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Lisa S. O'Brien, Sr. 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 _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Allan H. Kittleman, 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.

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 of Easement.

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

MAINTENANCE AGREEMENT
PUBLIC STORMWATER MANAGEMENT FACILITIES

THIS MAINTENANCE AGREEMENT (the "Agreement") is made this _____ day of _____, 2018, by and between **COLUMBIA ASSOCIATION, INC.** ("Owner"), a Maryland corporation; and **HOWARD COUNTY, MARYLAND** ("County"); a body corporate and politic.

WHEREAS, by Deed dated July 8, 1980 and recorded in the Howard County Land Records (the "Land Records") at Liber 1029, folio 171 conveyed Open Space Lot 522, the Owner is the fee simple owner of Open Space Lot 522 as shown on the subdivision plat entitled "Plat of Revision, Columbia, Village of Owen Brown, Section 4 Area 1, Open Space Lot 522 (A Revision to Open Space Lot 522, Columbia, Village of Owen Brown, Section 4 Area 1, Plat Book 27 Folios 68 and 69)" recorded among the Land Records as Plat Numbers _____ and _____ (the "Plat").

WHEREAS, as shown on the Plat, Open Space Lot 522 is encumbered with a "Public Stormwater Management, Drainage & Utility Easement" and contains a stormwater management facility which has been named Homespun Pond and is currently being operated by the Owner (the "SWM Facility").

WHEREAS, the Owner has completed pond improvements including construction of the outfall weir, riprap outlet channel, and the dam repairs constituting the manmade structural parts in order to retrofit the SWM Facility according to approved plans by Howard County, plan number _____ signed _____ ("Public Improvements") and the construction having been completed and inspected by Howard County in accordance with the stormwater management laws and regulations, the Owner has agreed to maintain Open Space Lot 522 and the County will maintain the Public Improvements pursuant to a Deed of Easement of even date herewith (the "Deed of Easement").

NOW, THEREFORE, in consideration of the terms of the Agreement and the mutual premises herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and its successors and assigns and the County agree as follows:

1. **Maintenance of Open Space Lot 522**: The parties hereby stipulate full awareness, understanding and acceptance of their respective responsibilities under this Agreement, in accordance with which the Owner shall own and maintain Open Space Lot 522 and the body of water located thereon which comprises the SWM Facility. The Owner shall perform routine maintenance including, but not limited to clearing woody growth off the dam, grass cutting, tree maintenance, trash removal and clearing of the dam and the emergency spillways at least once per year. The Owner shall ensure that all of its activities, including any discharges to the pond, are in compliance with local, state and federal law. This includes obtaining any necessary permits. The Owner shall not add landscaping or structures, nor shall it modify the Public Improvements in the SWM Facility without prior written approval of the Howard County Department of Public Works. The

Owner hereby agrees that it will continue to maintain, repair, and replace the paved pathway adjacent to and over the dam of the SWM Facility.

2. **Maintenance of Public Improvements:** The County shall maintain the Public Improvements and shall be responsible for the removal of sediment from the SWM Facility at such time or times as needed, as determined by the County.

3. **Recordation/Covenants to Run with Land:** The rights, obligations and waivers set forth in this Agreement shall run with the land in perpetuity and shall bind all personal representatives, heirs, successors and assigns of the Owner or any other person or entity now or hereafter owning fee simple title to the Open Space Lot 522. The County shall record this Agreement. The Owner and each successor owner shall notify the County of each conveyance of the Open Space Lot 522.

4. **Insurance:** The Owner shall carry adequate hazard and comprehensive general liability insurance for Open Space Lot 522 and shall provide the County with certificates of insurance evidencing such coverage upon request by the County. The County acknowledges that the Owner has a program of general liability self-insurance, as described in Exhibit "A" hereto, satisfies the liability insurance requirement of this section.

5. **Indemnification:** The Owner shall indemnify, defend and save the County harmless from and against all claims, actions, damages, liability and expense, including reasonable attorney's fees, and the County's costs of defense, in connection with loss of life, bodily or personal injury and/or damage to property (a) arising from the condition or use of the Open Space Lot 522 and/or the Owner's performance of or failure to perform routine maintenance of the SWM Facility located thereon, or (b) occasioned all or in part by any act or omission of the Owner in the performance of its responsibilities under this Agreement, except to the extent that such loss of life, bodily or personal injury and/or damage to property is a result of gross negligence or willful misconduct by the County, its agents and employees. The foregoing indemnification obligation shall not be deemed a waiver of any governmental immunity or any provisions of the Local Government Tort Claims Act (Section 5-301) of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland as to any third party.

6. **Notices:** All notices, demands, consents, approvals, requests or other communications or documents to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) upon delivery or refusal to accept delivery if sent by certified or registered mail in the United States mails, postage prepaid, return receipt requested, to the address of such party set forth herein below or to such designee from time to time appointed by written notice to the other party hereto, or (ii) if such party's receipt thereof is acknowledged in writing, upon being given by hand or other actual delivery to the Owner, located at Director Open Space and Facility Services, 9450 Gerwig Lane, Columbia, Maryland 21046; and to the County addressed to the Director of

Public Works, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043. Either party to this Agreement may change its address by written notice to the other party.

7. **Final Agreement:** This Agreement and the Deed of Easement contain the final and entire agreement between the Owner and the County, and neither they nor their agents shall be bound by any terms, conditions or representations not contained within these documents. In the event of any inconsistency between the documents, this Agreement shall control.

8. **Binding Effect:** This Agreement shall be binding upon the respective successors and assigns of the Owner and the County. Any amendment to this Agreement must be in writing and signed by the Owner and the County. Each writing or plat referred to in this Agreement is hereby made a part of this Agreement.

9. **Law of Maryland:** This Agreement shall be governed by the laws of the State of Maryland.

10. **Limitation of Owner's Liability:** Anything in this Agreement to the contrary notwithstanding, neither the Owner nor any other person or entity which hereinafter holds the legal title to the Open Space Lot 522 shall have any liability or obligation under this Agreement, including the obligation to indemnify as provided in Paragraph 6 of this Agreement, except if and to the extent that the condition, incident, event or occurrence from which such liability or obligation arises existed or occurred while the Owner or such person or entity was the owner of the Open Space Lot 552.

11. **Recitals:** The recitals above are hereby incorporated into and made a part of this Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, on the date first above written.

WITNESS/ATTEST:

OWNER:
COLUMBIA ASSOCIATION, INC.
a Maryland corporation

BY: _____(SEAL)
Milton W. Matthews
President

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

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for _____ County/City, personally appeared Milton W. Matthews, who acknowledged himself to be the President of Columbia Association, Inc., a Maryland corporation (the "Corporation"), and that he, as such officer being authorized so to do, executed the within Maintenance Agreement for the purposes therein contained by signing the name of the Corporation as such officer and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange, or other transfer of all or substantially all of the property and assets of the Corporation.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

[Signatures continue on the following page.]

WITNESS/ATTEST:

Lonnie R. Robbins
Chief Administrative Officer

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Janet R. Irvin, Director
Department of Finance

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this _____ day of _____ 2018.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Lisa S. O'Brien, Sr. Assistant County Solicitor

**AGREED and APPROVED:
HOWARD COUNTY, MARYLAND**

BY: _____ (SEAL)
Allan H. Kittleman
County Executive
Date _____

[Notary follows on the next page]

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

I HEREBY CERTIFY that on this _____ day of _____, 2018, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County/City aforesaid, personally appeared Allan H. Kittleman, the County Executive for Howard County, Maryland, a party to the within Maintenance Agreement, who acknowledged the same to be the act of the County and that he executed the foregoing Maintenance Agreement for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

THIS IS TO CERTIFY that this instrument was prepared by Howard County, Maryland, a party to the within Agreement.

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

EXHIBIT A

[Insert current self-insurance certificate from CA]



October 4, 2018

To: Columbia Association Board of Directors
Milton W. Matthews, President/CEO

From: Dan Burns, Director of Sport and Fitness

Subject: Future considerations for Fairway Hills Golf Course

The purpose of this memo is to provide the Board background information, options and recommendations for immediate bridge repair and future course considerations for Fairway Hills Golf Course.

Background

Portions of Fairway Hills Golf Course have been built in a flood plain. This has resulted in multiple instances of damage to the course during significant rain events that led to flooding. The most recent examples of rain events and flooding were in July 2016 at which time the bridge on hole 6 was damaged beyond repair and again in May 2018 when the bridges on holes 6 and 18 were damaged beyond repair. Both of the events caused significant interruption to play.

The location of these bridges in a flood plain excludes them from coverage of our insurance resulting in significant capital and operational expense when repairs or replacements are required. Following the most recent flood event, the bridge on hole 6 has been repaired and is operational. The bridge on hole 18 is still awaiting replacement.

We have two options for replace the bridge on hole 18. The first option is a replacement in kind at an estimated cost of \$250,000. The second option is a concrete abutment bridge at an estimated cost of \$500,000. This bridge would be less susceptible to flood damage, but not immune. The cost of the second option is less firm as it requires more design and review than the replacement in kind.

These challenges are compounded with golf in general, and Fairway Hills in particular for us, has been facing a challenging business environment for more than a decade. Courses are contracting, rather than being built in the United States, as demand has

seen a significant decline over that time. Given the state of golf and the significant cost of bridge replacements, staff also contacted two separate consultants to provide different conceptual ideas for improving Fairway Hills while exploring options to replace the bridge on the 18th hole.

The first consultant is the firm that originally designed the course. They were tasked with exploring alternative golf options for the course. They provided a concept that included improving the driving range experience, creating a 9-hole course and a 5-hole course surrounding the driving range while completely avoiding the flood plain. The holes currently in the flood plain would be returned to Open Space.

The second consultant is a golf business consultant who was asked to provide a pricing evaluation for the course. The preliminary assessment of the course is that it is too difficult for the member who would typically use a public golf course. The preliminary recommendation is to reduce the slope (difficulty) rating of the course by altering the layout to make it less challenging and more inviting to a wider variety of players.

Options

Although there are many iterations of options that these four choices present, they can be reduced to one primary choice to choose a potential direction now. That choice is whether the Board would consider Fairway Hills in a configuration other than an 18-hole golf course.

Staff see those options as:

1. Explore other golf configurations that would not require the bridge in the future. In this case, the bridge would be replaced in kind.
2. Maintain the 18-hole configuration and leave the course as is or explore changing the difficulty of the course to be more appealing to a wider variety of golfers. In this case, the bridge would be replaced with the concrete abutment bridge.

Recommendations

Staff recommends replacing the bridge in kind and exploring all options for future changes or improvements to the course. Please note, that this would be confirmation of the bridge replacement only and would provide guidance to the staff on the options that could be explored in more detail for future discussion and approval.

Membership Update

October 11, 2018



Membership Restructure



Summary of Restructure Assumptions

- Membership Restructure went live May 1, 2017
- Membership Plan Changes
 - Play (Outdoor Pool/Swim Center)
 - 1Fit (Single Club)
 - CA Fit&Play Phase-In (Package Plan)
 - CA Fit&Play (Package Plan Plus)
 - 5Day Golf&Play (5Day Golf)
 - 7Day Golf (7Day Golf)
 - Golf Fit&Play (PPP/PP and Golf)

Membership Restructure

Monthly Resident Renewal Rates – Old vs. New

		ACTUAL FY 17	PLANNED FY 18 with 2.5% increase	NEW MEMBERSHIP RATES	\$ Change over ACTUAL FY 17	% Change over ACTUAL FY 17	% Change over PLANNED FY 18
Package Plan Plus/CA Fit&Play							
Family		\$94.00	\$96.35	\$96.00	\$2.00	2.1%	-0.4%
Two Member		\$92.00	\$94.30	\$94.00	\$2.00	2.2%	-0.3%
Individual		\$66.00	\$67.65	\$68.00	\$2.00	3.0%	0.5%
Package Plan/PP CA Fit&Play Phase-In A							
Family		\$69.00	\$70.73	\$78.00	\$9.00	13.0%	10.3%
Two Member		\$65.00	\$66.63	\$75.00	\$10.00	15.4%	12.6%
Individual		\$50.00	\$51.25	\$56.00	\$6.00	12.0%	9.3%
Fitness Club/1Fit A							
Family		\$64.00	\$65.60	\$71.00	\$7.00	10.9%	8.2%
Two Member		\$60.00	\$61.50	\$67.00	\$7.00	11.7%	8.9%
Individual		\$48.00	\$49.20	\$54.00	\$6.00	12.5%	9.8%
Outdoor Pools & Swim Center/Play A							
Family		\$28.00	\$28.70	\$30.00	\$2.00	7.1%	4.5%
Two Member		\$26.00	\$26.65	\$25.00	-\$1.00	-3.8%	-6.2%
Individual		\$19.50	\$19.99	\$20.00	\$0.50	2.6%	0.1%
HG+FH Weekday/5Day Golf&Play A							
Family		\$292.00	\$299.30	\$309.00	\$17.00	5.8%	3.2%
Two Member		\$292.00	\$299.30	\$309.00	\$17.00	5.8%	3.2%
Individual		\$184.00	\$188.60	\$199.00	\$15.00	8.2%	5.5%
HG+FH Annual Golf/7Day Golf							
Family		\$306.50	\$314.16	\$315.00	\$8.50	2.8%	0.3%
Two Member		\$306.50	\$314.16	\$315.00	\$8.50	2.8%	0.3%
Individual		\$250.00	\$256.25	\$256.00	\$6.00	2.4%	-0.1%
A = The new membership plan provides additional benefits over the old plan.							

Membership Restructure



Summary of Restructure Assumptions

- Note: Model assumptions were completed May 2016. One year prior to implementation
- 75% of Tennis members will convert to Play
- 90% of PP memberships will accept phase-in
- 100% of PPP members stay
- 50% of PPP members with golf will convert G F&P
- 100% of Outdoor Pool members will stay
- 92% of Single Club members will stay
- 100% of 7Day Golf will stay

Membership Restructure

What Did Existing Memberships Do?

	2017	No Longer*	Remaining	Similar	Different	No Longer**	Similar	Different
Package Plan	4,616	917	3,699	3,390	309	20%	92%	8%
PP w/Golf	33	1	32	24	8	3%	75%	25%
Package Plan Plus	8,795	1,462	7,333	6,661	672	17%	91%	9%
PPP w/Golf	70	3	67	57	10	4%	85%	15%
Outdoor Pools	2,794	648	2,146	2,002	144	23%	93%	7%
Single Club - AC	414	136	278	262	16	33%	94%	6%
Single Club - CG	450	134	316	299	17	30%	95%	5%
Single Club - SSC	654	232	422	398	24	35%	94%	6%
Womens Only Gym	8	3	5	5		38%	100%	0%
Tennis	234	66	168	164	4	28%	98%	2%
7 Day Golf	117	15	102	89	13	13%	87%	13%
5 Day Golf	66	19	47	39	8	29%	83%	17%
	18,251	3,636	14,615	13,390	1,225	20%	92%	8%

* Does not account for new memberships, only tracks memberships active as of April 30, 2017

**Overall annualized attrition % is approximately 25% with Single Club annualized annual attrition approximately 32%

Membership Restructure



Summary of Restructure Assumptions

- Note: Comparisons account for attrition as noted on previous slide (Avg approximately 25% annualized attrition Overall and 32% for Single Club)
- 75% of Tennis members will convert to Play
 - 28% attrition/98% of remaining converted
- 90% of PP memberships will accept phase-in
 - 20% attrition/92% of remaining stayed
- 100% of PPP members stay
 - 17% attrition/91% of remaining stayed
- 50% of PPP members with golf will convert 50 GG&P
 - 4% attrition/85% of remaining converted

Membership Restructure



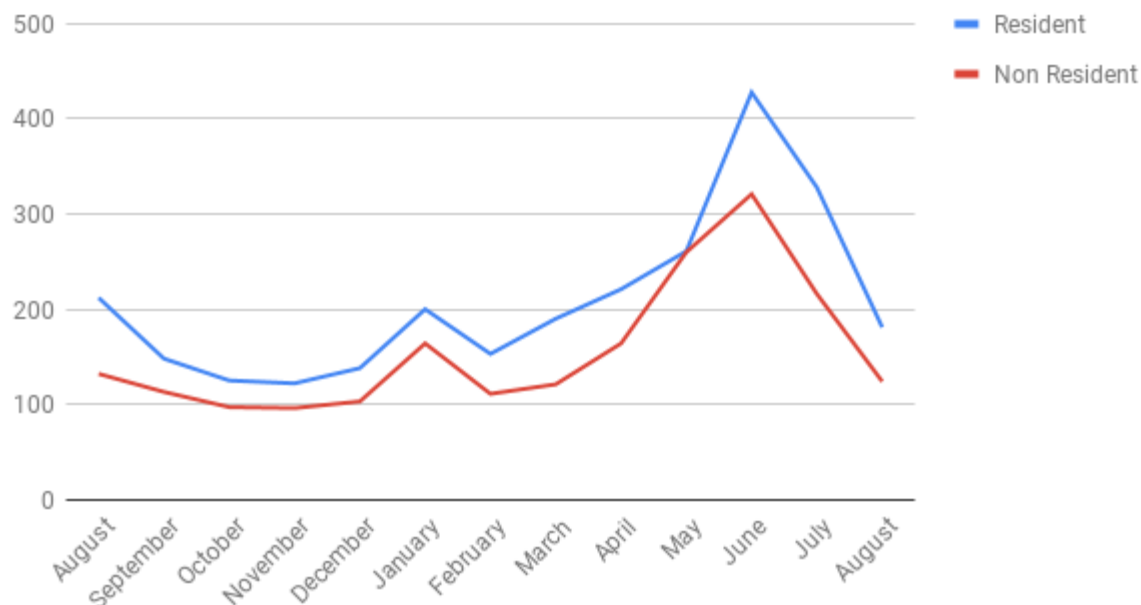
Summary of Restructure Assumptions

- Note: Comparisons account for attrition as noted on previous slide (Avg approximately 25% annualized attrition Overall and 32% for Single Club)
- Note: Specific cancellation reasons for this membership group were not tracked independently but there was no change in the overall pattern of reasons after restructure
- 100% of Outdoor Pool members will stay
 - 23% attrition/93% of remaining stayed
- 92% of Single Club members will stay
 - 33% attrition/94% of remaining stayed
- 100% of 7Day Golf will stay
 - 13% attrition/87% of remaining stayed

Membership

Resident vs. Non-Resident Memberships*

Resident vs Non-Resident New Sales Aug 17-Aug 18



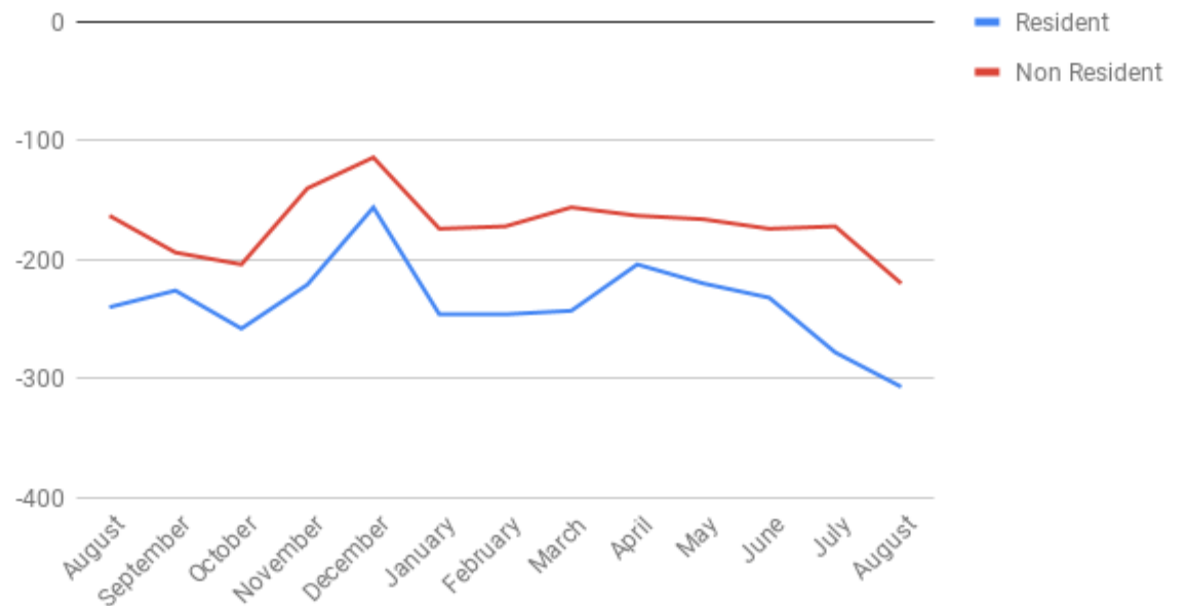
* Play/1Fit/CA F&P/5Day G&P/7Day Golf/Golf F&P

Membership



Resident vs. Non-Resident Memberships*

Resident vs Non-Resident Attrition Aug 17-Aug 18

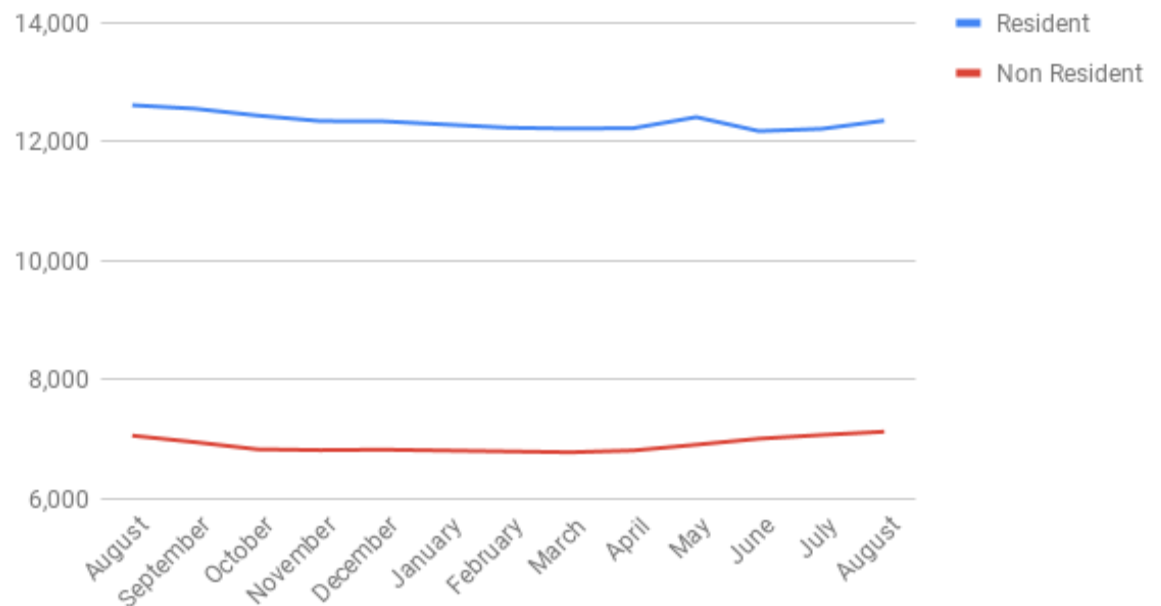


*Play/1Fit/CA F&P/5Day G&P/7Day Golf/Golf F&P

Membership

Resident vs. Non-Resident Members*

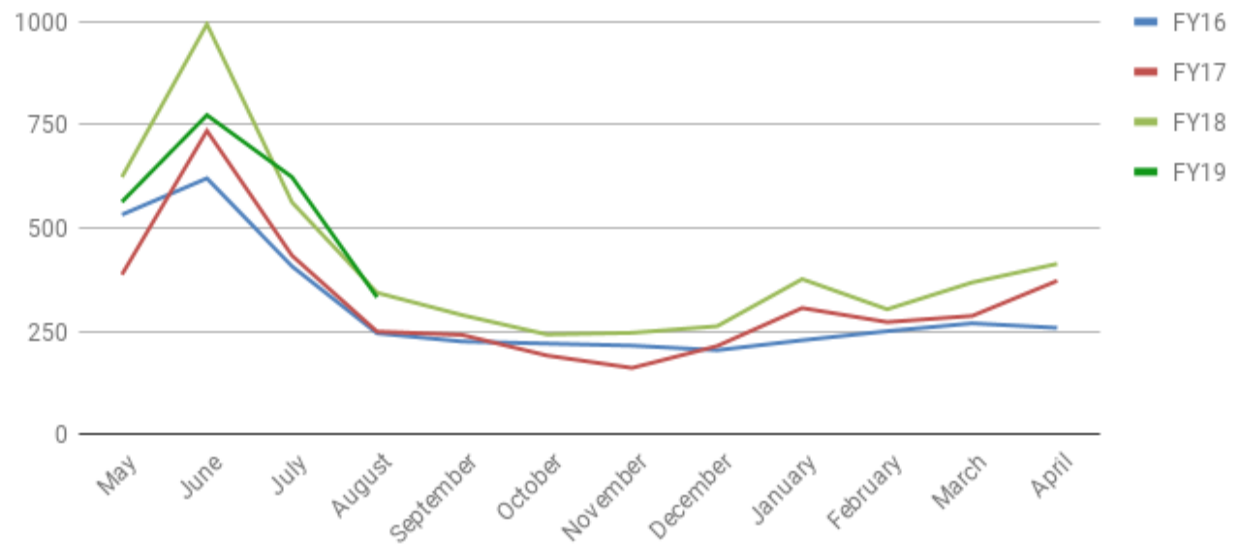
Resident vs Non-Resident Total Members Aug 17-Aug 18



*Play/1Fit/CA F&P/5Day G&P/7Day Golf/Golf F&P

New Sales

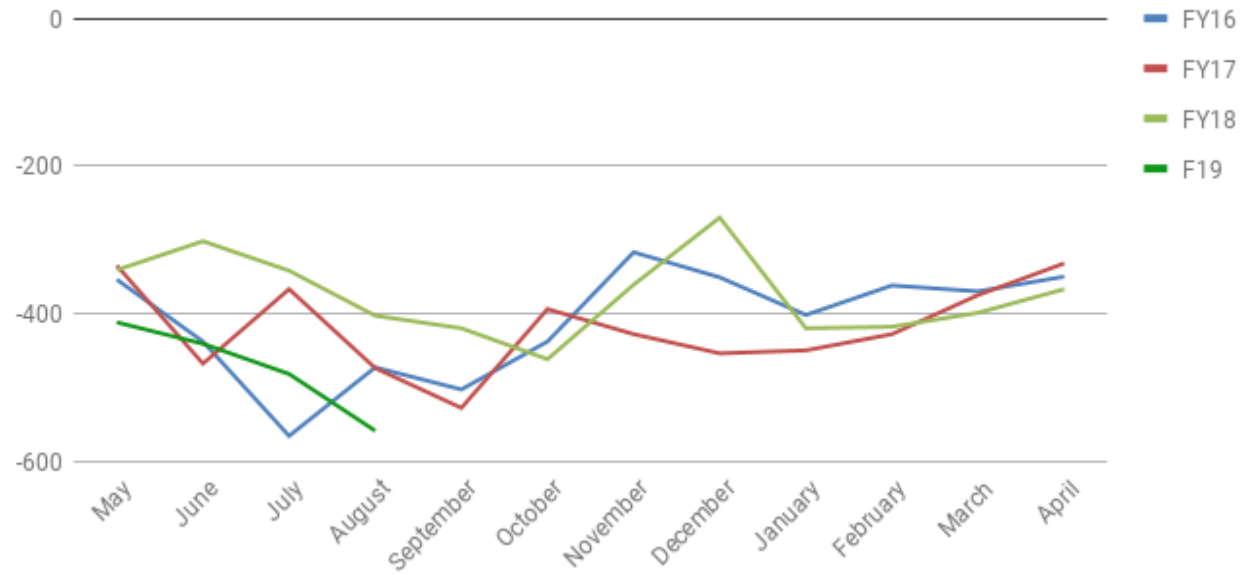
Membership



Note: Athletic Club closed for renovations April 30, 2018

Attrition

Membership



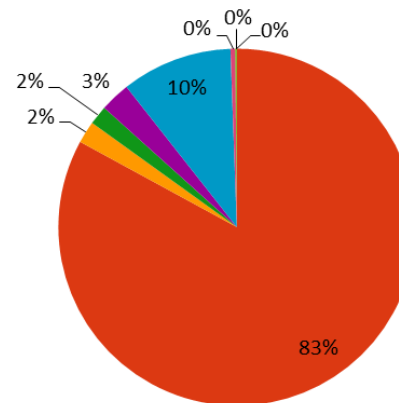
Note: Athletic Club closed for renovations April 30, 2018

Membership

Retention Impact of Eliminating Multi-Year Contracts

- Largest number of multi-year contracts were PPP memberships. This chart shows the percentage of PPP members as of 5/2018 that remained CA members as of 9/2018

Summary of PPP Memberships



■ PP F&P

■ CA F&P

■ CG 1 Fit

■ SSC 1 Fit

■ Play

■ No longer members

■ Columbia Card

■ Golf F&P

Sales and Retention

Membership



- Facility upgrades
- Implementation of Clarabridge, including analysis and responsiveness to the data
- Improved hiring process to identify potential Team Members who want to serve our members
- Membership Sales and Marketing
 - New sales team
 - In time responsive marketing
 - Flash Splash promotion
- Deeper Analysis
 - Downgrade Survey
- Recommendations at this point
 - Single Parent w/Child option to be presented in Budget process



Columbia Association Climate Change & Sustainability Advisory Committee (CC&SAC)

Annual FY18 Report and Proposed FY19 Charge

Mission Statement

The mission of the Columbia Association (CA) Climate Change & Sustainability Advisory Committee (CC&SAC) is to support CA efforts to improve the environmental sustainability of the Columbia community and its environs. The CC&SAC primarily focuses on climate change mitigation and adaptation/resiliency. However, it also addresses other environmental sustainability topics, such as waste management, water efficiency, and outdoor environmental quality. The CC&SAC will primarily work with CA and the Village Community Associations to engage residents, businesses, and other community stakeholders to advance clean energy practices to reduce the threat of climate change and advance resource conservation more broadly.

A. Committee accomplishments/discussions for FY18:

- The CA Board agreed in February 2018 to create the CC&SAC.
- Following CA's call for applicants, the CA Board decided in April 2018 to select 13 applicants to form the new committee.
- At its first organizational meeting in July 2018, the CC&SAC elected a Chair (Tim Lattimer) and Vice Chair (Michael Cornell).
- The CC&SAC also decided to organize three subcommittees to advance its work: Community Engagement (Co-Chairs: Sara Via & Chiara D'Amore), Climate Change Mitigation & Adaptation (Chair, TBD), and Sustainability (Chair: John Klein).

B. Proposed Charge submitted for approval by the CA Board identifying items to be addressed by Committee in FY19 (Fiscal year underway) that align with the Committee's goals, CA's strategic plan and the President/CEO's goals and objectives):

- Develop a Community Engagement Plan, conduct a "listening tour" with stakeholders, formulate recommended outreach strategies to boost community awareness and engagement, and, as appropriate, recommend CA advocacy to advance Columbia's climate or sustainability interests..
- Review CA's advances to date on climate and sustainability, evaluate best practices and emerging trends/opportunities, and recommend priority actions for further CA actions to reduce greenhouse gas emissions and advance Columbia's sustainability.
- Conduct an initial vulnerability assessment of Columbia's key climate risks, perform an analysis of CA's climate adaptation posture, and formulate recommended priority actions for short, medium, & long-term climate risk management.

- Assist CA in monitoring pending/proposed legislation related to climate change, energy alternatives, watershed and development issues, to the extent that such legislation may impact CA and Columbia. CC&SAC may provide input to CA's General Counsel (GC) on such legislation, and the GC will assess whether it is appropriate for CA to support, oppose or take no position on that legislation.
- Provide recommendations to the Columbia Association (CA) Board of Directors and CA staff on how CA can enhance its programs and facilities to better serve their respective group.

C. Committee recommendations, if any, with justification, for consideration by CA Board:

- Support staff efforts to conduct a climate change vulnerability assessment of CA operations. This effort would be executed in collaboration with the Watershed Advisory Committee. Operating funding would be required for this effort as a new initiative.
- Support staff efforts at enhanced community outreach and engagement associated with climate change and sustainability issues.

Incorporated by Reference

1. Original February 2018 Committee Charter
2. List of Committee Members

Committee Charge approved by CA Board on:



To: Columbia Association Board of Directors (CA Board)

From: Jessica Bellah, Community Planner

Subject: October, 2018 Development Tracker

Date: October 1, 2018

At the October 11th CA Board work session, we will be providing a briefing of CA's Development Tracker published for the month of October. During the meeting, staff will highlight noteworthy cases of new or updated proposed developments occurring within and nearby Columbia, MD. Staff will make a brief presentation and answer questions.

Attached is the most recently prepared tracker of Columbia Association's Development Tracker. The tracker is also posted on our website at columbiaassociation.org/about-us/planning-development/columbia-planning-development-tracker/.

Columbia Development Tracker

October 1, 2018



The Columbia Development Tracker incorporates projects or development proposals going through their entitlement and/or planning review process. The tracker is composed of four separate sections, which are listed below in order of appearance:

1. Upcoming development related public meetings
2. Previous development related public meetings and decisions
3. Newly submitted development plans
4. Previously submitted development proposals and decisions/status

This monthly report is produced by CA's Office of Planning and Community Affairs with information compiled from Howard County Government

Upcoming Development Public Meetings

Project	Village	Meeting Date, Time, and Location	Meeting Type	Stage in the Development Review Process	CA Staff Recommendation
BA 753-D & 754-D Appeal of DPZ letter dated 5/3/18, Subdivision Review Committee's determination that SDP-17-041 EGU subdivision Royal Farms Store 186 & Canton Car Wash located at 9585 Snowden River Parkway may be approved.	Near Owen Brown, Snowden River Pkwy Corridor	10/19/18 9:30 am 3430 Court House Drive Ellicott City, MD 21043	Hearing Examiner	Decisions of the Hearing Examiner may be appealed to the Board of Appeals.	CA filed appeal BA 753-D and hired outside counsel to represent the case before the Hearing Examiner. CA Senior Staff to attend the hearing.
Lufti Property The owner of property at 6301 Guilford Road is considering the development of five single family detached homes on a 1.56 acre property currently consisting of one single family home. The property is in the R-12 zone.	Near River Hill	10/23/2018 6:00 pm 5 th District Volunteer Fire Department 5000 Signal Bell Lane Clarksville, MD 21029	Pre-submission Community Meeting	Community meeting prior to submission of development plans	No action recommended – the proposed development of this parcel is consistent with the surrounding density and zoning.
Lakefront Core Neighborhood – Public Square A meeting to review plans for the public square at the lakefront area of Downtown Columbia for a property consisting of 0.6 acres of land located between Columbia Association waterfront land and the whole foods north of the whole foods site. This is the proposed veteran's memorial site.	Downtown Columbia – Non-village	10/23/2018 6:00 pm Slayton House Theater 10400 Cross Fox lane Columbia, MD 21044	Pre-submission Community Meeting	Community meeting prior to submission of development plans	CA Staff will attend the community meeting and review any materials presented.

Previous Development Related Meetings and Decisions

Project	Village	Meeting Date, Time, and Location	Meeting Type	Decision	Stage in the Development Review Process	CA Staff Recommendation
<p>SDP-18-005 Downtown Columbia Crescent, Area 3, Phase 2</p> <p>The Howard Research and Development Corporation is proposing to construct a mixed-use apartment and retail building with 423 units and an 18,190 sq. ft. retail building.</p>	Non-Village, Merriweather District	<p>9/20/2018 7:00 pm</p> <p>3430 Court House Drive Ellicott City, MD 21043</p>	Planning Board – Decision making role following a public meeting	Chair of the Planning Board postponed the hearing to November 8 th to allow the Education Board 8 weeks to determine the timeline of their process associated with CEPPA #17 related to the Board of Education's determination of the need for a school site.	<p>Final review by decision making body.</p> <p>Last opportunity for public input.</p>	No action recommended – CA staff agrees with the reasonableness of the applicant's request to provide alternative compliance for meeting CEPPA # 17. Staff will continue to monitor this case.
<p>BA-747D BA Auto Care</p> <p>The owner of property at 9577 Gerwig Lane has filed an administrative appeal of the Planning Board decision denying amendment to FDP-55-A that clarifies the ancillary and compatible gas station use to comport with the approved Master Comprehensive Final Development Plan.</p>	Non-Village	<p>9/21/2018 9:30 am</p> <p>3430 Court House Drive Ellicott City, MD 21043</p>	Hearing Examiner	Hearing Examiner determined that the petitioner does not have standing to make the appeal.	Decisions of the Hearing Examiner may be appealed to the Board of Appeals.	No action recommended.

Newly Submitted Development Plans

WP-19-017, Frameworks

Near Columbia Non-village

Map created by Columbia Association, September 4, 2018



Property Boundary CA Owned or Leased Property Columbia Area

Project Description: The Waiver Petition is a request for an extension of time for submitting documents associated with a development plan to renovate the existing office building and add carry-out retail on the first floor. This will require a modification of the parking field. The property is located at the corner north of Robert Fulton Drive and west of Columbia Gateway Drive.

Submitted: 9/4/18

Zoning: M-1, Industrial

Decision/Status: Under Review

Next Steps: DPZ staff-level review and approval.

CA Staff Recommendation:
No action recommended

SDP-19-014, Larrick Subdivision

Near Long Reach

Map created by Columbia Association, September 4, 2018



Property Boundary CA Owned or Leased Property Columbia Area

Project Description: The owner of property at 6604 & 6608 Allen Lane submitted a site development plan proposing to construct four single family detached homes on two lots currently consisting of two existing homes on a combined 2.25 acres.

Submitted: 9/21/18

Zoning: R-12, Medium Density Res

Decision/Status: Under Review

Next Steps: Final DPZ staff-level review

CA Staff Recommendation:
No action recommended – the proposed development of this parcel is consistent with the permitted density and redevelopment of large lots with infill development to match surrounding densities.

Newly Submitted Development Plans

ECP-19-005, Robinson Overlook

Near Hickory Ridge

Map created by Columbia Association, September 4, 2018



Property Boundary CA Owned or Leased Property Columbia Area

Project Description: The owner of property at 7410 Grace Drive submitted an Environmental Concept Plan for 50 dwelling units spread between five residential apartment buildings. This project is being developed in partnership with the Howard County Housing Commission with low, moderate, and mixed income housing structure.

Submitted: 9/05/18

Zoning: POR, Office Commercial

Decision/Status: Recorded 8/31/2018

Next Steps: Subdivision and Site Development Plans subject to Planning Board Approval.

CA Staff Recommendation:

No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.

CA staff will continue to monitor this project through upcoming plan submittals. Staff is generally supportive of this mixed-income proposal at this location.

Newly Submitted Development Plans

ECP-18-052, Grandfather's Gardens

Village of Long Reach

Map created by Columbia Association, September 4, 2018



Property Boundary CA Owned or Leased Property Columbia Area

Project Description: An Environmental Concept Plan was submitted for 18 single-family detached homes on 5.6 acres of land that is currently Grandfather's Garden Club (5320 Phelps Luck Road).

Submitted: 9/11/18

Zoning: NT, New Town

Decision/Status: Submit revised

Next Steps: Final Development Plan and Site Development Plan stages, eventually Planning Board

CA Staff Recommendation:

No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.

Columbia Development Tracker (October 2018)

Last Updated 9/28/2018

This is the monthly status summary of previously proposed development and redevelopment projects in Columbia.

Previous Development Proposals and Decisions

Project	Latest Submission or Meeting Date	Project Description	Village	Zoning	Decision/Status	Stage in the Development Review Process / Next Steps	CA Staff Recommendation
SDP-18-047	3/1/2018	Locust United Methodist Church, located at 8105 Martin Rd, submitted a site development plan for expansion of church facilities and a parking lot addition including the construction of an activity room and ADA improvements.	Near Hickory Ridge	R-SC	Submit revised plan by 11/28/2018	Final DPZ staff-level review	No action recommended - Project will have minor impact to neighborhood.
SDP-17-010 Frameworks	2/16/2018	Site Development Plan submitted to redevelop an existing warehouse for recreational and office uses. The project includes reconfiguration of the parking lot.	Near non-village land, Gateway	M-1	Time extension granted per WP-18-122; new submission date: 9/11/2018	Final DPZ staff-level review	No action recommended - Project does not substantially change use or operations.
SDP-18-005 Downtown Columbia Crescent	11/29/2017, 4/2/2018, 6/25/2018	Howard Research and Development Corporation submitted a Site Development Plan for Phase 2, Area 3 of the Crescent Neighborhood Downtown Revitalization plan. Development proposal is for two mixed-use buildings with 423 apartments (including 26 moderate income housing units), 1 restaurant, 1 retail site.	Downtown Columbia	New Town	Under Review - Planning Board meeting postponed to 11/8/2018	Planning Board – decision-making role following a public meeting	CA staff has been monitoring this case to see that it is in alignment with the approved FDP and to review the site design details of the project and agrees that it is consistent.
ECP-18-037	3/6/2018, 4/12/2018	An Environmental Concept Plan was submitted for the construction of a new elementary school and demolition of the existing Talbott Spring Elementary School. The ECP may be revised to reflect changes in state funding and project scope that result in refurbishing the existing school rather than constructing a new facility. Details are pending.	Oakland Mills	NT	Submit revised	Environmental Concept Plans (ECP) are an initial evaluation of site planning and undergo DPZ staff-level technical review.	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.
F-18-087 Hidden Ridge	4/24/2018, 8/7/2018	The owner of property at 10685 & 10689 Owen Brown Road submitted a subdivision plan for 1 open space lot and 12 single-family attached homes on ~4.9 acres of land behind the Abiding Savior Lutheran Church.	Near Hickory Ridge	R-SC	Applicant should submit revised plan	Final subdivision plan prior to submitting a SDP	CA staff is monitoring this case as it relates to the adjacent Mas Tec Network cell tower project.
F-18-083	4/2/2018, 6/29/2018, 9/21/2018	A Final Plan was submitted for a proposal to build 6 single-family detached homes on 2.74 acres at 7440 Oakland Mills Road in the Guilford neighborhood, southeast of Snowden River Parkway.	Near Columbia non-village	R-12	Under Review	Final subdivision plan prior to submitting a SDP	No action recommended – the proposed development of this parcel is consistent with the surrounding density and permitted zoning.

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F-18-041 Simpson Oaks – Phase 1	5/7/2018	The owner of property on Grace Drive submitted a final plan for phase 1 of their development of ~60 acres. The plan consists of 46 single-family detached home lots and 83 town home lots, 12 open space parcels and 8 future residential parcels to be developed under Phase 2.	Near Hickory Ridge and River Hill	CEF-R	Submit revised plan by 10/26/2018	Final subdivision plan prior to submitting an SDP	No action recommended
ECP-18-048	5/10/2018, 8/15/2018	An Environmental Concept Plan was submitted to construct 4 bocce courts at a Howard County Department of Rec and Parks facility located at Cedar Lane Park near Route 108.	Near Harper's Choice	R-20	Approved on 9/4/2018	Environmental Concept Plans (ECP) are an initial evaluation of site planning and undergo DPZ staff-level technical review.	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.
S-18-006	5/7/2018, 7/31/2018	A sketch plan was submitted for 18 Single-family detached homes on what is currently Grandfather's Garden Club (5320 Phelps Luck Road).	Village of Long Reach	NT	Submit Revised Plan	Preliminary Plan -> Final Plan -> SDP -> Planning Board Approval	No action recommended - subdivision appears to be in line with the conditions made during adjustment of the PDP to develop this property with residential single-family homes.
F-18-109 Name Change to: Cedar Creek – Phase 2 Previously: Simpson Oaks - Phase 2	6/15/2018, 9/17/2018	The owner of property on Grace Drive submitted a final plan for phase 2 of their development of ~60 acres. The plan consists of 55 single-family detached home lots which are part of a larger development. (see June 2018 tracker for information on Phase 1)	Near Hickory Ridge and River Hill	CEF-R	Submit revised application by 9/16/2018	Final subdivision plan prior to submitting a SDP	No action recommended - The subdivision plan appears to be in line with the concept plan associated with the CEF-R zone.
F-18-116 Antwerpen Properties	6/18/2018	Final plan was submitted for a property located at the northwest quadrant of Ten Oaks Road and Clarksville Pike (MD 108) for the purpose of donating land to the State Highway Administration as dedicated public right-of-way to accommodate road widening.	Near River Hill	B-2	Under Review	Final DPZ staff-level review - new ROW will be recorded.	No action recommended - impact is minimal and necessary.
SDP-18-044 River Hill Square	6/15/2018, 8/16/2018	The owner of property at 12171 Clarksville Pike (MD 108) submitted a site development plan for a commercial redevelopment project that will include a post office, bank, and two retail sites with associated landscaping/parking area. Project will also result in the realignment of Sheppard Lane and new stormwater management.	Near River Hill	B-1	Submit Revised by 11/11/2018	Final DPZ staff-level review	No action recommended - project is consistent with development standards for this zone.

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ECP-18-056	6/12/2018	An environmental concept plan was submitted for a piece of property at 6205 Waterloo Road (east side of Route 108). The owner is proposing to build 3 single-family detached dwelling units on 0.76 acres of property currently containing 1 existing single-family home.	Near Long Reach	R-SC	Submit Revised	Environmental Concept Plans (ECP) are an initial evaluation of site planning and undergo DPZ staff-level technical review.	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.
ECP-18-051 Eden Brook	7/5/2018, 9/7/2018	Proposal to build 24 single-family attached age-restricted houses at the SW corner of Guilford Road and Eden Brook Drive on the historic Wildwood House site.	Near Kings Contrivance	R-12	Under Review	Environmental Concept Plans (ECP) are an initial evaluation of site planning and undergo DPZ staff-level technical review.	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.
WP-19-010 W.R. Grace	7/31/2018	The owner of property at 7500 Grace Drive is seeking to remove 650 cu yd. of existing fill. The applicant is seeking a waiver from the requirement to submit an SDP which is typically required for soil disturbances greater than 5,000 SF.	Near Hickory Ridge	PEC	Approved on 8/30/2018	If granted, no further submittal required.	No action recommended - Review and decision process is complete.
F-18-099 Sheppard Lane	7/6/2018	Recordation of a residential use easement at the SW side of Sheppard Lane intersection with Clarksville Pike for the purposes of realigning Sheppard Lane in association with the River Hill Square redevelopment project.	Near Hickory Ridge and River Hill	RC-DEO	Submit Revised by 10/4/2018	Complete following recordation of easement.	Staff is monitoring this project and reviewing all submittals. No action recommended at this time.
WP-19-009 Dorsey Overlook Apartments	7/30/2018	A request for a time extension to submit the final plan. Regulations require that the final plan be submitted within four months of preliminary plan approval.	Near Dorsey's Search	R-APT	Decision Deferred 8/27/2018	Applicant must respond to comments and submit additional information.	Staff is monitoring this project and reviewing all submittals. No action recommended at this time.
SDP-19-009 Dorsey Overlook	8/3/2018	Proposal to construct 114 apartment units and 20 MIHU apartment units on 4.5 acres of land located at the NE quadrant of the intersection of Route 108 and Columbia Rd.	Near Dorsey's Search	R-APT	Submit Revised by 10/15/2018	Final DPZ staff-level review (on hold as applicant is pursuing a conditional use approval for age-restricted units)	Staff is monitoring this project and reviewing all submittals. No action recommended at this time.

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F-18-118 Willow Nook	8/23/2018	The owners of property at 7079 Guilford Road have submitted a final subdivision plan for two single family detached lots on 1.14 acres currently developed with one single family home.	Near King's Contrivance	R-20	Under Review	DPZ schedules Subdivision Review Committee Meeting 3 to 4 weeks after application date(in-house review only). If approved, applicant submits site development plan.	No action recommended – the proposed development of this parcel is consistent with the permitted density and consistent with lot sizes of the surrounding area.
ECP-19-004 Atholton Overlook	8/7/2018	The owner of property at 6549 Freetown Road is proposing to build 6 single-family detached dwelling units on 2 acres of property currently containing 1 existing single-family home.	Near Hickory Ridge	R-12	Approved 9/17/2018	Environmental Concept Plans (ECP) are an initial evaluation of site planning and undergo DPZ staff-level technical review.	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.