April 3, 2015

To: Columbia Association Board of Directors
    Advisory Committee Chairpersons
    Village Board Chairs
    Village Managers
    Members of the Press
    CA Management

From: Russ Swatek, Board Chair

The Columbia Association Board of Directors Meeting will be held on Thursday, April 9, 2015 at 7:00 p.m. at the Columbia Association Building, 10221 Wincopin Circle, Columbia, MD 21044.

AGENDA

1. Call to Order (Announce Directors/Staff in Attendance)  1 min.
2. Announcement of Closed/Special Meetings Held/To Be Held  1 min.
3. Approval of Agenda  1 min.
4. Disclosure of Conflicts of Interest  1 min.
5. Resident Speakout
6. Approval of Minutes  March 26, 2015  2 min.
7. Chairman’s Remarks  3 min.
8. President’s Remarks; Follow-Up Questions from the Board Members  10 min.
9. Committee Chairs’ Remarks  10 min.
   (a) Board Operations Committee
   (b) External Relations Committee
   (c) Planning and Strategy Committee
   (d) Strategic Implementation Committee
   (e) CA Representatives to the Inner Arbor Trust Board of Directors
10. Recommendations for Board Action  41 min.
    (a) Consent Agenda
        1. Approval of Request of the General Counsel
        2. Approval of Recommendation to Release Closed Meeting Minutes
        3. Approval of Appointments to the Architectural Resource Committee for FY 16
    (b) Recommendations for Action
        1. Approval of Repairs to Preserve the Swim Center
        2. Approval of the Recommendation to keep Splashdown, with directions to staff to explore other configurations for the slide landing or otherwise replacement with the same
        3. Approval of Policy for Severance Payments
        4. Approval of Advisory Committee Charges
11. Special Topics and Presentations – None
12. Committee Agendas
   (a) Planning and Strategy Committee  22 min.
      1. Discussion
         (a) Review End-of-Year Report
         (b) Discussion of Guiding Principles (Revised Draft) regarding Columbia as a Planned Community (2nd Discussion)
         (c) Committee Tracking Form
   (b) Strategic Implementation Committee  60 min.
      1. Discussion
         (a) Howard County Easement Requests re: Multi-Use Pathway from Blandair to Howard County General Hospital – Phases 3 and 4
         (b) Revisions to the CA Residential Covenant Review and Enforcement Process specifically related to Abandoned Properties (2nd discussion)
         (c) Status of Symphony Woods Development
         (d) Review End-of-Year Report
         (e) Committee Tracking Form
   (c) External Relations Committee
      1. Discussion
         (a) Approval of Appointment of Long Reach Representative to the Watershed Advisory Committee  2 min.
   13. Tracking Forms  5 min.
      (a) Tracking Form for Board Requests
      (b) Tracking Form for Resident Requests
   14. Talking Points  2 min.
   15. Adjournment – No Later than 11:00 p.m. (Expected Ending Time: Approximately 9:50 p.m.)
   16. Closed Meeting of the Board Operations Committee hosting the Board of Directors follows adjournment of the Open Meeting

   **Next Board Meeting: Thursday, April 23, 2015**

   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.
A meeting of the Columbia Association Board of Directors was held on Thursday, March 26, 2015, at the Columbia Association Building. Present were Chairman Russ Swatek, and members Reg Avery, Michael Cornell, Brian Dunn, Alan Klein (via phone), Nancy McCord, Tom O’Connor, Gregg Schwind (via phone, then in person), and Andrew Stack. Board Member Jeanne Ketley was absent. Also present were CA President/CEO Milton W. Matthews, Chief Staff Liaisons Susan Krabbe and Jane Dembner, Governance Chief of Staff Rob Goldman, and General Counsel Sheri Fanaroff.

1. Call to Order: The Board of Directors Meeting was called to order at 7:06 p.m. by the Chairman, Russ Swatek.

2. Announcement of Closed/Special Meetings Held/To Be Held: None

3. Approval of Agenda:
   Action: Mr. Avery moved to approve the agenda; Ms. McCord seconded the motion. The motion passed. Vote: 7-0-1.
   For: Messrs. Swatek, Avery, Dunn, Klein, O’Connor, Stack, and Ms. McCord
   Against: None
   Abstain: Mr. Cornell

4. Disclosure of Conflicts of Interest: The Chairman said none were disclosed to him.

5. Resident Speakout:
   (a) Joel Hurewitz, Harpers Choice, spoke about CA’s severance policy and Wibit equipment for pools.

6. Approval of Minutes
   Action: Ms. McCord moved that the minutes of March 12, 2015 be approved. Mr. Avery seconded the motion, which passed unanimously. Vote: 8-0-0.

7. Chairman’s Remarks: Mr. Swatek presented Mr. Cornell with a parting gift as Mr. Cornell is leaving the Board after eight years of service. Tonight’s Board meeting is the last one Mr. Cornell will attend in person.

8. President’s Report: In response to questions from the Board, Mr. Matthews and staff said Haven on the Lake P&L information is part of the quarterly financial report and an updated key performance indicator dashboard will be presented at the next meeting.

9. Committee Chairs’ Reports
   (a) Board Operations Committee: Mr. Swatek said the next meeting will be held March 30 at 7:30 p.m.
   (b) External Relations Committee: None
   (c) Planning and Strategy Committee: None
   (d) Strategic Implementation Committee: Mr. Klein commented that it is now more difficult to find Board information on the website. He said a link to Board information should once again be on the menu at the top of home page. He also said the agenda and meeting packet should be presented together on the website.
   (e) CA Representatives to the Inner Arbor Trust Board of Directors: Ms. McCord said the next meeting will be held on April 15.
10. Recommendation for Board Action

(a) Consent Agenda – None

(b) Recommendation for Action – None

1. Appoint External Auditors for FY 15 Annual Audits of CA’s Financial Statements and Incentive Saving Plan

The Board voted unanimously to appoint CohnReznick as external auditors for FY 15. Vote: 8-0-0.

11. Special Topics and Presentations - None

12. Committee Agendas

(a) Strategic Implementation Committee

1. Discussion

(a) Discussion on the Use of Pesticides and Next Steps

Marc Kolp and Nick Mooneyhan described CA’s use of pesticides, primarily on Hobbit’s Glen and Fairway Hills golf courses, and said CA has reduced the need for pesticides on its golf courses by 60% by changing the type of grass and strengthening site management strategies. Mr. Mooneyhan said CA has stopped using neonicotinoids until further research and guidance about their safety are available. He also said that, as of this year, only certified applicators can apply neonicotinoids. He noted that Fairway Hills and Hobbit’s Glen are Certified Audubon Cooperative Sanctuary golf courses, attesting to CA’s good site management practices.

(b) On-Line Membership Enrollment – Implementation

CIO Chuck Thompson discussed implementation of CA’s membership enrollment online project, saying CA welcomes feedback from actual users. By using existing technology, CA didn’t incur development costs for the system nor for the upcoming mobile application.

(c) Policy Regarding Performance Incentive Payments and Severance Payments that Exceed Guidelines

Mr. Schwind joined the meeting via phone at 8:02 p.m. and in person at 8:15 p.m.

The SIC asked staff to re-write CA’s policy regarding performance incentive payments and severance payments, and the sense of the Board was that the policy revisions should be restricted to the issue of severance and be modeled on the procurement policy.

**Action:** Mr. O’Connor then moved that the SIC recommend that the Board accept Mr. Matthew’s draft policy that would require the CEO to give the Board an explanation for finalizing a severance agreement that included payment exceeding certain limits, and giving the CEO the option of offering those reasons in advance of making a decision. Mr. Avery seconded the motion, which passed. Vote: 2-1-0

For: Messrs. Avery and O’Connor
Against: Mr. Klein
Abstain: none

(d) Committee Tracking Form

(b) External Relations Committee

1. Discussion

(a) Advisory Committee Charges

**Action:** Mr. Cornell moved that the ERC recommend that the Board accept the charges of CA’s Advisory Committees and that they be updated every two years to coincide with the CA budget cycle. The motion passed unanimously. Vote: 2-0-0.
1. Discussion

   (a) Questions and other Topics Related to the Future of Splashdown

   Marc Kolp and Dennis Mattey discussed staff’s responses to questions Board members have recently asked about Splashdown.

   Mr. Goldman left the meeting at 8:54 p.m.

   Board members discussed possibly replacing the Splashdown flumes. The sense of the board is that staff should obtain more engineering studies to determine options for replacing the flumes.

   Mr. Mattey said he will develop a cost and time schedule for doing improvements at the Swim Center, including Splashdown, over the next few fiscal years. He suggested that planning be done during FY 2016 and that the FY 2017 budget include funds for construction.

   The PSC recommended keeping Splashdown, with directions to staff to explore other configurations for the slide landing or otherwise replacement with the same.

13. Possible Topics for Future Board Discussions

14. Tracking Forms

(a) Tracking Form for Board Requests:

   Mr. Schwind asked that a due date be set for his request for a list of rates and fees that CA charges for memberships and facilities usage.

(b) Tracking Form for Resident Requests: None

15. Talking Points: Recording Secretary Valerie Montague read the Talking Points.

16. Adjournment: The meeting was adjourned at 9:32 p.m.

Respectfully submitted,

Valerie Montague
Recording Secretary
COMMITTEE RECOMMENDATIONS TO BOARD

Date: April 1, 2015

To: Columbia Association Board of Directors

From: Board Operations Committee Chair, Russ Swatek

Subject: Release of Minutes from Closed Meetings

Issue: Determination of which closed-meeting minutes can be released to the community.

Discussion: CA’s General Counsel has made recommendations on which closed-meeting minutes to release to the community.

Recommendation of Committee:

By a vote of 4 For 0 Opposed - Abstain

☐ Has no recommendation.

☒ Recommends the following action be taken or motion be approved by the CA Board of Directors in regards to the issue described above.

Justification for Recommendation:

Motion: The recommendation must be written in the form of a motion or resolution.

Be it resolved that the Board of Directors accept the recommendations of General Counsel for the release of the following closed-meeting minutes.

1. BOC – Meeting of March 31, 2014
2. BOD - Meetings from March 27, 2014 through May 5, 2015

Additional Action recommended by committee in lieu of motion or in addition to motion:
Date: March 11, 2015
To: Members, CA Board of Directors
Cc: Milton Matthews
    Jane Dembner
From: Michelle Miller
Re: Appointments to the Architectural Resource (ARC) Committee

In accordance with the Architectural Resource Committee Charter, request the following people be appointed to the Columbia Association’s Architectural Resource Committee from May 1, 2015-April 30, 2016.

Gordon Mac Phee, Owen Brown Covenant Advisor
Debbie Bach, Oakland Mills Covenant Advisor
Michael Shaw, At-large, Owen Brown
Denis Ellis, Columbia Association
Jane Dembner, Columbia Association
COMMITTEE RECOMMENDATIONS TO BOARD

Date: March 31, 2015

To: Columbia Association Board of Directors

From: Gregg Schwind, Chair – Planning and Strategy Committee

Subject: Recommendation for Repairs to Preserve the Swim Center

Issue:
At its March 12, 2015 meeting during the Board of Directors meeting, the Planning and Strategy Committee (PSC) reviewed and discussed the facility assessment study results for the Swim Center and the repairs recommended by the consultants performing the study. The recommended repairs, estimated at over $5 million, would be done over several years, and provide about 15 years of useful life for the Swim Center.

Discussion:
PSC members and other Board members discussed the recommended repairs, the benefit of making them, and the cost and timing for them.

Recommendation of Committee:
By a vote of 3 For 0 Opposed 0 Abstain

☐ Has no recommendation.

☒ Recommends the following action be taken or motion be approved by the CA Board of Directors in regards to the issue described above.

Justification for Recommendation:
The PSC agreed that maintaining the Swim Center for an additional 10-15 plus years of use was important to the aquatics community, since it represents 11 of the 23 lanes of indoor pool space.

Motion: The recommendation must be written in the form of a motion or resolution.

The PSC moved to recommend that the Board of Directors approve staff’s recommendation for repairs needed to preserve the Swim Center and that the repairs be accelerated to be done in FY 17 and FY 18.

Additional Action recommended by committee in lieu of motion or in addition to motion: None.
COMMITTEE RECOMMENDATIONS TO BOARD

Date: March 31, 2015

To: Columbia Association Board of Directors

From: Gregg Schwind, Chair – Planning and Strategy Committee

Subject: Recommendation - SplashDown

Issue:
At its March 26, 2015 meeting during the Board of Directors meeting, the Planning and Strategy Committee (PSC) reviewed and discussed materials related to replacing SplashDown “in kind,” eliminating it in favor of a new amenity, or investigating other configurations for a very similar amenity.

Discussion:
PSC members and other Board members discussed various alternatives to replacing SplashDown, a process to obtain community input, and other matters related to the permitting and ADA compliance of the alternatives.

Recommendation of Committee:
By a vote of 3 For 0 Opposed 0 Abstain

☐ Has no recommendation.

☒ Recommends the following action be taken or motion be approved by the CA Board of Directors in regards to the issue described above.

Justification for Recommendation:
The PSC agreed that SplashDown should be replaced, with the current cost estimate ranging from $1 million to $2 million. The PSC chose not to solicit community input on the matter. Staff was directed to explore other configurations for the slide landing. If none were found feasible, then the replacement would be “in kind,” as the flumes are currently configured.

Motion: The recommendation must be written in the form of a motion or resolution.

The PSC moved to recommend that the Board of Directors approve the replacement of SplashDown, with directions to staff to explore other configurations for the slide landing or otherwise replacement with the same configuration.

Additional Action recommended by committee in lieu of motion or in addition to motion:
None.
COMMITTEE RECOMMENDATIONS TO BOARD

Date:                     March 31, 2015
To:                       Columbia Association Board of Directors
From:  Alan Klein, Chair – Strategic Implementation Committee
Subject: Recommendation for Policy Regarding Severance Payments that Exceed Guidelines

Issue:
At its March 26, 2015 meeting during the Board of Directors meeting, the Strategic Implementation Committee (SIC) reviewed and discussed proposed policies regarding performance incentive payments and severance payments that exceed guidelines. Three documents comprised the back-up material for this discussion: one was drafted by a CA Board member in FY 2014; the second was provided by CA staff in FY 2014, and the third was drafted by CA’s President/CEO in February 2015.

Discussion:
SIC members and other Board members reviewed and discussed multiple versions and proposals related to performance incentive payments and severance payments.

Recommendation of Committee:
By a vote of __2__ For __1__ Opposed __0__ Abstain

☐ Has no recommendation.

☒ Recommends the following action be taken or motion be approved by the CA Board of Directors in regards to the issue described above.

Justification for Recommendation:
The discussion was extensive, with SIC and Board members appearing to agree that some changes to the existing severance policy were necessary.

Motion: The recommendation must be written in the form of a motion or resolution.

The SIC moved to recommend that the Board of Directors approve the “Policy Regarding Severance Payments that Exceed Guidelines” (attached).

Additional Action recommended by committee in lieu of motion or in addition to motion: None.
COMMITTEE RECOMMENDATIONS TO BOARD

Date: March 30, 2015
To: Columbia Association Board of Directors
From: External Relations Committee Chair, Nancy Mc Cord
Subject: Advisory Committee Charges

Issue: Approving Advisory Committee Charges drafted by committees in collaboration with CA staff.

Discussion: In 2014, the Board drafted new procedures for working with the Advisory Committees which included approving charges for each committee.

Recommendation of Committee:

By a vote of 3 For 0 Opposed 0 Abstain

☐ Has no recommendation.

☒ Recommends the following action be taken or motion be approved by the CA Board of Directors in regards to the issue described above.

Justification for Recommendation:

Motion: The recommendation must be written in the form of a motion or resolution.

Be it resolved that the Board of Directors adopt the attached Advisory Committee charges. Be it further resolved that new charges be developed and adopted as part of each CA two-year budget process.

Additional Action recommended by committee in lieu of motion or in addition to motion:
COMMUNITY SERVICES

Senior Advisory Committee

- Monitor and comment on the implementation of the Older Adult Plan.
- Monitor progress of The Village in Howard.
- Visit various CA facilities to become more knowledgeable in the type of activities and opportunities offered for seniors.
- Visit village community centers to advocate for activities, classes and programs for seniors.
- Increase education of members on senior issues with pertinent guest speakers at SAC meetings.
- Develop a plan to expand awareness of the Senior Events Shuttle

International Exchange and Multi-Cultural Committee

- Help CA enthuse residents and visitors by developing and implementing international exchanges with Columbia's Sister Cities in France (Cergy-Pontoise), Spain (Tres Cantos) and Ghana (Tema),
- Creating a new Sister City relationship in Haiti,
- Hosting monthly "World Language Cafes" at Wegmans, monthly meetings of CA's "International Book Club",
- Developing a new "World Food Passport" program involving local ethnic restaurants, and -partnering with the Howard County Library System to offer a Culture Fest event featuring the nations of South America.

Art Center Advisory Committee:

- To assist Columbia Association in developing and implementing Columbia Art Center programs.
- To assist Columbia Association in promoting Columbia Art Center in the community.
- To assist Columbia Association in developing and implementing new Columbia Art Center partnerships and collaborations in the community.

Teen Advisory Committee:

- To inform and advise of community issues and opportunities as they relate to the youth community
-To enhance the quality of life for youth in middle and high school living in Columbia by developing, coordinating and implementing activities and events
-To examine and assess related concerns that may need CA’s advocacy and support
-To serve as a resource to Youth and Teen Center. To assist CA in advocating for and about youth programs.

SPORT & FITNESS ADVISORY COMMITTEES

Sport & Fitness Advisory Committee

Annual Charge FY15/FY16

-Develop a bi-annual timeline for all Sport and Fitness Sub-Committees that denotes specific deliverables and actions per the FY14 directive from the External Relations Committee. Items on the timeline include; meeting requirements, testimony to CA Board, Annual Report, etc.

-Define the role of the Sport and Fitness Advisory Committee and more specifically its role as the umbrella committee for all other Sport and Fitness committees.

Columbia Aquatics Advisory Committee (CAAC)

The Aquatics Advisory Committee recommends that the following items be included in the Board External Relations Committee’s (ERC) Charge to the CAAC and requests that you pass them on to the ERC.
1. Continue to track the progress of the Aquatics Master Plan and the recommendations included in the plan, especially the enclosing of an outdoor pool or otherwise providing additional indoor pool space;
2. Monitor the process and recommendations of the Swim Center's Building Assessment Study and make recommendations to the CA Board as necessary;
3. Enhance its role as a conduit to CA staff and to the CA Board regarding CA Aquatics facilities and programs; and
4. Provide verbal and/or written comments to the CA Board regarding budget requests affecting CA Aquatics and/or other CA Board initiated requests.

For your information, and the ERC’s, the CAAC is in favor of having two year terms for the Advisory Committee Charges with the option always available for mid-term revisions should unexpected circumstances require it. We think a 2 year term meets the need for periodic review of Charges at a lower time "cost" as compared to an annual review.

Health and Fitness Advisory Committee - (HAFAC)

-To advise for the ongoing betterment of CA’s Sport and Fitness facilities by providing member input and advancing projects and financial support.
Green Advisory Committee
Golf Advisory Committee

- *Ensure that all groups of golfers have representation to the committee*
  The committee will seek to encourage participation from all groups of golfers. The committee can encourage members as candidates but can also recommend members for the CA appointed spots to ensure representation is met.

- *Ensure appropriate course conditions and maintenance practices*
  The committee and golf course superintendent jointly will determine the level of maintenance appropriate for day-to-day golfing activity. This maintenance level should provide playing conditions agreeable to the majority of the membership while placing agronomically reasonable demands on the course itself within budgetary guidelines.

- *Address Environmental concerns*
  The committee shall learn the environmental benefits as well as concerns associated with the maintenance and operation of the golf course. The committee will provide recommendations, support and feedback regarding sustainability projects. The committee will help to further our environmental stewardship.

- *Long Range Planning*
  The committee shall review the long range planning document for course improvements annually, recommend changes accordingly and to help prioritize projects in order meet the needs of the course.

- *Communicate with the golfing community*
  The committee shall report back to the golfing community to help disseminate information provided to them at the committee meetings.

Columbia Tennis Advisory Committee (CTC)

- Create more court availability to meet growing need
- Ensure consistent and effective CA court maintenance
- Give back to the tennis community monetary donations and with volunteer efforts
- Increase overall tennis participation levels
- Ensure value and affordability
- Strive for efficient use of available court space
- Improve efficiency of registration process
- Ensure player comfort and safety

WATERSHED ADVISORY COMMITTEE

- Review the Versar Columbia Watershed Management Plan (CWMP) to determine how much progress CA has achieved against the tasks that were identified
- Define an approach for quantifying the outcomes to show the value obtained for the money CA is investing; and determine if modification of the CWMP should be recommended to the CA Board.

- Review the 2016 CA watershed budget and list of priority projects.

- Add monitoring of project results to determine if data verify project achievements and the sustainability of each solution and testing of CA lakes (evaluate Blue Water Satellite monitoring).

- Recommend updates to each represented village’s RAC guidelines that are supportive of water management improvements on residential and commercial property in their jurisdiction.

- Solicit and document citizen concerns about watershed issues and mitigation projects and advise CA staff so appropriate actions can be undertaken or responses can be drafted to improve citizen understanding of the approaches being used.

- Identify and attract citizens who are interested in filling the remaining positions on the WAC to represent the villages of: Dorsey Search, Town Center, Harpers Choice, Long Reach,

- Understand why the CWMP recommendations are not embraced and implemented by some CA departments (e.g., Change in maintenance, maintenance and repairs round Lake Elkhorn have been ignored) and determine if there are alternatives that would benefit watershed sustainability.

- Evaluate the advantages of combining open space and watershed concerns and opportunities as is currently done in the Oakland Mills village.

INFORMATION TECHNOLOGY COMMITTEE

- Work with the Village Community Associations and CA to develop technology standards for the Villages and recommendations for how technology could assist CA and the Villages in communicating more effectively with each other, residents and other stakeholders.
- Review current IT policies and recommend development of IT policies.
- Review status of current IT projects and provide recommendations for prioritization, funding, further research, new directions, etc.
In FY 2015, Columbia Association’s Board of Directors Planning and Strategy Committee (PSC) was comprised of Gregg Schwind, Chair, Brian Dunn, Vice Chair and Russ Swatek. Andy Stack replaced Russ on the committee for the second half of the year when Russ assumed the position of Board chair. Jane Dembner served as the Chief Staff Liaison to the committee. The Planning and Strategy Committee is accountable for designing and leading the Board's participation in CA strategic and operational planning, including budget preparation.

The following is the FY 2015 annual report that highlights progress made this year and also highlights items to be addressed next year.

**FY 16 Budget**

The PSC was charged with reviewing the proposed FY 16 budget process for the FY 16 budget and also with reviewing the proposed capital and operating budgets for FY 2016. Beginning in October 2014, the PSC reviewed the timeline and process for budget review and approval; hosted the public budget meetings and budget work sessions; and reviewed and recommended the FY 16 operating and capital budgets to the Board for approval. The process was completed on February 12, 2015, with Board approval of the FY 16 budget.

**Review CA’s Membership Rate & Fee Structure**

An independent study was commissioned to study CA membership rates and fees. CA released an RFP, received proposals, requested Best and Final Offers and selected the best qualified consultant for the study. The rate study is underway and the consultant's recommendations are anticipated by April 30, 2015, with a presentation to the Board early in FY 2016.

**Employee Benefits and Compensation**

In FY 15, the PSC had anticipated that it would provide guidance to CA management on an employee compensation strategy. This consideration was to include a new performance incentive program and, based on the findings from the previous salary study, an additional study of benefits to be undertaken in FY 15. The PSC also wanted severance guidelines to be reviewed. In February 2015, the PSC and Board heard a consultant presentation on the commissioned benefits study. As a result of the amount of information presented in the study, the PSC requested that CA management review the study research and findings and make recommendations for PSC/Board consideration at a future meeting. The severance guidelines were referred for consideration by the Strategic Implementation Committee.

**Planning for the Future Indoor Aquatics Facilities and Investments**

The PSC led the discussion of options for future major capital investments in indoor aquatics facilities, and recommended to the Board that CA prepare the budget approach to be able to move forward in FY 17 and FY 18 to make the repairs needed to preserve the swim center.
structure. The PSC also recommended that SplashDown be retained and that staff explore other configurations for the slide landing area or otherwise replace the existing flumes with the same.

**Items for the PSC in FY 16**

- Based on the consultant study, review and make recommendations on CA’s rates and fees to be considered and incorporated as part of the FY 17/18 budget cycle.
- Based on the compensation consultant study and Staff input/recommendations, make recommendations as to changes in CA’s employee salary and benefits structure.
- Conduct the FY 17/18 budget process and make recommendation for Board action.
- Review the Strategic Plan annual report.
April 3, 2015

To: Members of the Planning and Strategy Committee
   Milton W. Matthews, President/CEO

From: Jane L, Dembner, Director of Planning and Community Affairs

cc: Columbia Association Board of Directors

Subject: Revised Guiding Principles

Attached is a revised set of Guiding Principles for Columbia that are to be discussed at the April 9, 2015 Columbia Association Board of Directors meeting by the Planning and Strategy Committee (PSC). The revisions respond to the board’s discussion comments made at the February 12, 2015 board meeting. Among other changes and clarifications, the revised document groups principles into categories and addresses additional items including architecture, design, culture, public art, a community serving all ages, and the pathway system. The document also addresses how the principles tie back to Rouse’s original vision for Columbia.

Attached are two versions: a clean version and one that shows the changes made from the February version.

**Recommendation**

It is recommended that the PSC review the principles and then recommend to the Board that the guiding principles be approved.
Draft Guiding Principles for the 21st Century Planned Community of Columbia, Maryland

Introduction

James Rouse established four goals for Columbia. These goals are often cited when the history and framework of Columbia is discussed. The goals are: to build a complete city; to respect the land; to provide for the growth of people; and to make a profit.

When Wilde Lake was dedicated in 1967, James Rouse remarked that he hoped Columbia would never be finished, that the community would continue to develop and that the residents who would come to call Columbia home would be actively engaged in the process. That has proven to be true and the development and evolution of Columbia is ongoing.

As we look to the future, almost 50 years after Columbia’s founding, Columbia Association (CA) acknowledges the continued relevance of those early goals. Columbia Association has established guiding principles, which we believe to be fundamental to the continued evolution and growth of Columbia as a planned community of choice in the 21st Century.

These principles are organized in five categories that are in alignment with Rouse’s goals for Columbia and focus on the characteristics that make Columbia distinctive: Diversity; Stewardship; Land Use and Design; Neighborhoods and Destinations; and Community Facilities and Services.
Guiding Principles – Managing Columbia’s Growth and Change

The following guiding principles are a set of values and establish expectations for the planned community of Columbia as it continues to evolve and change.

1. Diversity / Inclusion Principles
   a. Population Diversity. Diversity in Columbia’s population in all respects (age, race, ethnicity, religion, economic etc.) is important. Columbia should be a community that is attractive to all generations.
   b. Mix of Housing Types. Housing should accommodate households of different sizes and ages/stages of life including families, singles, couples and older adults.

Relationship to Rouse’s Vision: Rouse built Columbia as an “open community,” one that would be a new model to overcome racial and economic discrimination and segregation. He also incorporated amenities to enhance the lives of Columbians of various ages and stages of life.

2. Stewardship Principles
   a. Permanent Open Space. The number of permanent open space acres in Columbia must be retained.
   b. Environmental Stewardship. Focus environmental enhancement on natural resource conservation. Reforestation and conservation of tree cover should be emphasized, including the replacement of trees removed on a one-for-one basis.

Relationship to Rouse’s Vision: The distinctive tight weave of Columbia’s open spaces, residential neighborhoods and other development is a distinguishing feature of the community. These open space resources provide health, recreation, aesthetic and ecological benefits that contribute to Columbia’s quality of life.

3. Land Use and Design Principles
   a. Land Use Mix. Residential, shopping, recreational, cultural, and employment choices in Columbia must continue to evolve to meet the desires of its diverse population and changing regional and national economic trends.
   b. Employment. Columbia should continue to be Howard County’s employment hub.
   c. Design and Architectural Excellence. New buildings and associated civic spaces and public art should create a sense of place and exemplify excellence in design.
d. **Redevelopment.** Accommodating new residents and jobs in Columbia is important to create the critical mass needed to support desired services, amenities and multi-modal transportation opportunities. Future growth in Columbia will be predominantly through on-going redevelopment, a key component of reinvigorating and enhancing the community.

e. **New Housing.** The addition of new housing is vital to the viability and attractiveness of Columbia for existing and new residents. Residential options will range from the more urban Downtown Columbia setting to traditional suburban neighborhoods.

*Relationship to Rouse’s Vision:* Rouse imagined and planned for a “complete city”, not just a residential community. The focus on livable neighborhoods in close proximity to a significant amount of employment and shopping areas set it aside from other developments. He also planned for the long-term, understanding that Columbia would continue to grow and evolve over time.

4. **Neighborhood and Destination Principles**

   a. **Downtown Columbia.** The redevelopment of Downtown Columbia as a mixed use and walkable, urban center should reinforce the downtown area as the county’s primary location for specialty/destination retail stores, places of employment, higher density multi-family residential properties, and entertainment uses.

   b. **Village Centers.** To maintain the vitality of Columbia’s village centers as important local destinations and service and social hubs, village centers within highly competitive environments should be repositioned with alternatives to an anchor grocery store and with the potential addition of residential uses. For the other village centers, incremental change should include enhancements to the mix of retail and food and beverage offerings, and the potential addition of residential uses. It is important to maintain and enhance the village centers as mixed use community focal points that provide places for people to gather and socialize as well as live, shop and access programs and services.

   c. **Corridors.** Both a vision and development guidelines are needed for some of Columbia’s commercial/industrial corridors. Without a planned development approach, these areas may present a host of economic, safety, environmental, aesthetic and (re)development challenges.

   d. **Neighborhood Revitalization.** In neighborhoods where the housing stock has outlived its useful life or is in poor condition, existing housing should be enhanced through rehabilitation where possible. However, when rehabilitation is not possible or feasible, these properties present opportunities for redevelopment and
residential infill that can improve the attractiveness and desirability of the neighborhood. Any new residential redevelopment should be designed as an integral part of the community.

e. **Neighborhood Conservation.** Additions and alterations to existing properties in neighborhoods with positive physical and economic characteristics should be consistent in scale and architectural character with what is already developed.

*Relationship to Rouse’s Vision:* Rouse envisioned quality neighborhoods organized three or four to a village that would be anchored by a village center comprised of shopping, educational and civic/recreational uses. The nine villages were developed around a Town Center, the commercial core of Columbia.

5. **Community Facilities and Services**

a. **Balanced Transportation System.** Increased connectivity in and around Columbia is important to serve the community’s diverse resident and employee populations. Investments in transportation should focus on systems that connect people of all ages with the places and activities they need to reach. Investments should also expand safety for all users, including drivers, transit riders, pedestrians, and cyclists. Columbia’s signature pathway system should continue to be enhanced.

b. **Public Safety.** As Columbia continues to develop and change, it is important that public safety services be responsive to these changes. Public safety is vital to the quality of life in the community.

*Relationship to Rouse’s Vision:* Rouse placed great emphasis on, and planned for, transportation, public facilities, civic and recreational uses to serve the whole community.

**How Will the Principles be Used?**

The guiding principles will be used to guide those involved in shaping the future of Columbia. For instance, they would be used by CA managers who have the responsibility for planning, facilities and natural resources, finance, communications/advocacy or other CA functions related to decisions and investments impacting the Columbia community. They would also be used as CA coordinates and partners with Howard County government or the State of Maryland and as the Howard County government reviews and updates the New Town zoning regulations.
Draft Guiding Principles for the 21st Century Planned Community of Columbia, Maryland

Introduction

James Rouse established four goals for Columbia. These goals are often cited when the history and framework of Columbia is discussed. The goals are: to build a complete city; to respect the land; to provide for the growth of people; and to make a profit.

When Wilde Lake was dedicated in 1967, James Rouse remarked that he hoped Columbia would never be finished, that the community would continue to develop and that the residents who would come to call Columbia home would be actively engaged in the process. That has proven to be true and the development and evolution of Columbia is ongoing.

As we look to the future, almost 4850 years after Columbia’s founding, Columbia Association (CA) acknowledges the continued relevance of those early goals. Columbia Association has established guiding principles, which we believe to be fundamental to the continued evolution and growth of Columbia as a planned community of choice in the 21st Century.

These principles are organized in five categories that are in alignment with Rouse’s goals for Columbia and focus on the characteristics that make Columbia distinctive: Diversity; Stewardship; Land Use and Design; Neighborhoods and Destinations; and Community Facilities and Services.
How Will the Principles be Used?

The guiding principles would be used to guide those involved in shaping the future of Columbia. For instance, they would be used by CA managers who have the responsibility for planning, facilities and natural resources, finance, communications/advocacy or other CA functions related to decisions, investments impacting the Columbia community. It would also be used as CA coordinates and partners with Howard County Government or the State of Maryland.

Managing Columbia’s Growth and Change—Guiding Principles—Managing Columbia’s Growth and Change

The following guiding principles are a set of values and establish expectations for the planned community of Columbia as it continues to evolve and change.

1. Diversity / Inclusion Principles
   a. **Population Diversity.** Diversity in Columbia’s population in all respects (age, race, ethnicity, religion, economic etc.) is important. Columbia should be a community that is attractive to all generations.
   b. **Mix of Housing Types.** Housing should accommodate households of different sizes and ages/stages of life including families, singles, couples and older adults.

   *Relationship to Rouse’s Vision*: Rouse built Columbia as an “open community,” one that would be a new model to overcome racial and economic discrimination and segregation. He also incorporated amenities to enhance the lives of Columbians of various ages and stages of life.

2. Stewardship Principles
   a. **Permanent Open Space.** The Columbia’s number of permanent open space acres in Columbia areas must be maintained.
   b. The distinctive tight weave of these open spaces, residential neighborhoods and other development is a distinguishing feature of the community. These open space areas provide health, recreation, aesthetic and ecological benefits that contribute to Columbia’s quality of life. Environmental Stewardship. Focus environmental enhancement on natural resource conservation. The land, water and air resources of Columbia must be protected and there should be ongoing efforts to enhance remediation of these
Revised Draft April 3, 2015

Reforestation and conservation of tree cover should be emphasized, including the replacement of trees removed on a one-for-one basis.

b.

Relationship to Rouse’s Vision: The distinctive tight weave of Columbia’s open spaces, residential neighborhoods and other development is a distinguishing feature of the community. These open space resources provide health, recreation, aesthetic and ecological benefits that contribute to Columbia’s quality of life.

1. Balanced Transportation System. Increased connectivity in and around Columbia is important to serve the community’s diverse resident and employee populations. Investments in transportation should focus on systems that connect people of all ages with the places and activities they need to reach, and expand safety for all users, including drivers, transit riders, pedestrians, and cyclists.

2. Public Safety. As Columbia continues to develop and change, it is important that public safety services be responsive to these changes. Public safety is vital to the quality of life in the community.

3. Redevelopment. Accommodating new residents and jobs in Columbia is important to create the critical mass needed to support desired services, amenities, and multi-modal transportation opportunities. Future growth in Columbia will be predominantly through ongoing redevelopment, a key component of reinvigorating and enhancing the community.

Land Use and Design Principles

a. Land Use Mix. Residential, shopping, recreational, and employment choices in Columbia must continue to evolve to meet the desires of its diverse population and changing regional and national economic trends.

b. Employment. Columbia should continue to be Howard County’s employment hub.

c. Design and Architectural Excellence. New buildings and associated civic spaces and public art should create a sense of place and exemplify excellence in design.

a-d. Redevelopment. Accommodating new residents and jobs in Columbia is important to create the critical mass needed to support desired services, amenities, and multi-modal transportation opportunities. Future growth in Columbia will be predominantly through ongoing redevelopment, a key component of reinvigorating and enhancing the community.

e. New Housing. The addition of new housing is vital to the viability and attractiveness of Columbia for existing and new residents. Residential options will range from the more urban Downtown Columbia setting to traditional suburban neighborhoods.
The addition of new housing is vital to the viability and attractiveness of Columbia for existing and new residents.

Relationship to Rouse’s Vision: Rouse imagined and planned for a “complete city”, not just a residential community. The focus on livable neighborhoods in close proximity to a significant amount of employment and shopping areas set it aside from other developments. He also planned for the long-term, understanding that Columbia would continue to grow and evolve over time.

4. Neighborhood and Destination Principles

a. Downtown Columbia. The redevelopment of Downtown Columbia as a mixed use and walkable, urban center should reinforce the downtown area as the county’s primary location for specialty/destination retail stores, places of employment, higher density multi-family residential properties, and entertainment uses.

b. Village Centers. To maintain the vitality of Columbia’s village centers as important local destinations and service and social hubs, village centers within highly competitive grocery store environments should be repositioned with alternatives to an anchor grocery store and with the potential addition of residential uses. For the other village centers, incremental change should include enhancements to the mix of retail and food and beverage offerings, and the potential addition of residential uses. It is important to maintain and enhance the village centers as the mixed use community focal points that provide places for people to gather and socialize as well as live, shop and access programs and services building blocks of Columbia.

c. Corridors. Both a vision and development guidelines are needed for some of Columbia’s commercial/industrial corridors. Without a planned development approach, these areas may present a host of economic, safety, environmental, aesthetic and (re)development challenges.

d. Neighborhood Revitalization. In neighborhoods where the housing stock has outlived its useful life or is in poor condition, existing housing should be enhanced through rehabilitation where possible. However, when rehabilitation is not possible or feasible, these properties present opportunities for redevelopment and residential infill that can improve the attractiveness and desirability of the neighborhood. Any new residential redevelopment should be designed as an integral part of the community.

e. Neighborhood Conservation. Additions and alterations to existing properties in neighborhoods with positive physical and economic characteristics should be consistent in scale and architectural character with what is already developed.
Relationship to Rouse’s Vision: Rouse envisioned quality neighborhoods organized three or four to a village that would be anchored by a village center comprised of shopping, educational and civic/recreational uses. The nine villages were developed around a Town Center, the commercial core of Columbia.

Neighborhood Enhancement. In neighborhoods where the housing stock has outlived its useful life or is in poor condition, existing housing should be enhanced through rehabilitation assistance where possible. However, when rehabilitation is not possible or feasible, these properties present opportunities for redevelopment and residential infill that can improve the attractiveness and desirability of the neighborhood.

5. Community Facilities and Services

a. Balanced Transportation System. Increased connectivity in and around Columbia is important to serve the community’s diverse resident and employee populations. Investments in transportation should focus on systems that connect people of all ages with the places and activities they need to reach. Investments should also expand safety for all users, including drivers, transit riders, pedestrians, and cyclists. Columbia’s signature pathway system should continue to be enhanced.

b. Public Safety. As Columbia continues to develop and change, it is important that public safety services be responsive to these changes. Public safety is vital to the quality of life in the community.

Relationship to Rouse’s Vision: Rouse placed great emphasis on, and planned for, transportation, public facilities, civic and recreational uses to serve the whole community.

How Will the Principles be Used?

The guiding principles will be used to guide those involved in shaping the future of Columbia. For instance, they would be used by CA managers who have the responsibility for planning, facilities and natural resources, finance, communications/advocacy or other CA functions related to decisions and investments impacting the Columbia community. They would also be used as CA coordinates and partners with Howard County government or the State of Maryland and as the Howard County government reviews and updates the New Town zoning regulations.
<table>
<thead>
<tr>
<th>Submitted to Committee by (name):</th>
<th>Date sent to Committee</th>
<th>Description of Topic</th>
<th>1st Reading</th>
<th>Date Due to Board</th>
<th>Extensions</th>
<th>Date sent to CA Board</th>
<th>Recommendation of Committee</th>
<th>Board Action</th>
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<tbody>
<tr>
<td></td>
<td>9/3/2013</td>
<td>Membership Rate &amp; Fee Structure</td>
<td>Briefing &amp; discussion on 9/12/13</td>
<td>8/14/14 Consultant presentation of the study findings &amp; recommendations</td>
<td>N/A</td>
<td>N/A (Final report completed Nov 2014)</td>
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<tr>
<td></td>
<td>4/10/2014</td>
<td>Columbia Market Study Review</td>
<td>Briefing on 4/10/13</td>
<td>6/12/2014</td>
<td>N/A</td>
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<td>7/10/2014</td>
<td>Provide guidance to management on employee compensation strategy, including a new performance incentive program, based on the findings from the previous salary study, upcoming benefits study, &amp; consideration of a CA living wage. Also review severance guidelines.</td>
<td>Benefits study presentation made on 2/26/15. Management will review study &amp; make recommendations for PSC/Board consideration at a future meeting. Severance guidelines considered by SIC on 3/26/15.</td>
<td>1/22/2015</td>
<td>Approved 2/12/15</td>
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<td>Conduct the FY 16 budget process and make recommendation for Board approval (see steps below).</td>
<td>Completed</td>
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<td>Host public hearing to gather input on proposed changes to FY 16 budget</td>
<td>Held 11/13/14</td>
<td>N/A</td>
<td>N/A</td>
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<td>Initial deliberations by PSC on proposed additions and deletions.</td>
<td>12/11/14; 1/8/15</td>
<td>N/A</td>
<td>N/A</td>
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<td>Additional deliberations by PSC on proposed adjustments to FY 16 budget. Make recommendation to the CA Board.</td>
<td>1/22/2015</td>
<td>1/22/2015</td>
<td>Approve</td>
<td>Approved 2/12/15</td>
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<tr>
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<td><strong>Review timeline for and approach to CA's facilities assessment.</strong></td>
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<td>Management distributed timeline / approach to PSC/Board on 3/2/15</td>
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<td><strong>Consider guiding principles for the 21st Century planned community of Columbia</strong></td>
<td></td>
<td>Discussed 2/12/2015; will review revised version on 4/9/15</td>
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<td><strong>Swim Center Renovations and the future of SplashDown</strong></td>
<td></td>
<td>Discussed 3/12/2015 &amp; made recommendation on Swim Center repairs. Additional discussion / direction on 3/26/15 related to SplashDown.</td>
<td>3/26/2015 - Additional discussion / direction on related to SplashDown.</td>
<td></td>
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<td>3/12/15 - Recommended to the Board that CA prepare the budget approach to be able to move forward in FY 17 &amp; 18 to make the repairs needed to preserve the swim center structure. 3/26/15 - based on recommended retention of SplashDown, staff should explore other configurations for the slide landing area or otherwise replacement the existing flumes with the same.</td>
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</tbody>
</table>
TO: Members of the CA Strategic Implementation Committee
FROM: Daniel D'Amore, Open Space Management Division Director
THROUGH: Milton W. Matthews
CC: Sheri Fanaroff; Dennis Mattey
SUBJECT: Easement Request for Downtown Columbia Multiuse Pathway, Phase 3 & 4
DATE: March 31, 2015

Please find attached two drafts “Deed of Easement and Agreement” documents for the third and fourth phases of the Downtown Columbia Multi-use Pathway.

Also attached are the “Resolution Authorizing Easement” forms for both of these agreements as well as the layouts of the pathway.

The draft “Deed of Easement and Agreement” documents have been amended following the CA BOD meeting held on March 12, 2015. The revisions were derived from the SIC/Board discussions and information provided by Robert Jenkins, Senior Vice-President, Howard Hughes Corporation, during the course of that same meeting, and address the following topics:

1. Width of the Multi-use Pathway in Phases 3 and 4 (pp.1 and 2)
2. Width of the Multi-use Pathway easement in Phase 3 and 4 (pg. 2)
3. It is the developer’s obligation to make appropriate connections to all other pathways that intersect with the Multi-use Pathway in Phases 3 and 4 (pg. 4)
4. That the proposed “Deeds of Easements and Agreements” are allowing the Multiuse Pathway to serve as a travel route only for pedestrians and bicyclists and not for transit/vehicles (pg. 1)

In addition, there were also several items discussed with Mr. Jenkins during the March 12th meeting, which are already included in the drawings or will be added to the drawings for clarification:

1. Approximately seven (7) trees will be impacted by construction of the Multi-use Pathway; phases 3 and 4. Twelve (12) native trees will be planted by the developer to replace those removed.
2. All light poles, benches and trash cans associated with the Multi-use Pathway will be placed within the easement, and are generally within five (5) feet of the pathway or within “way-sides” as shown on the layouts
3. All light poles, benches and trash cans will be of the same design and construction as those installed for Phases 1 and 2 of the Multi-use Pathway.

4. No permanent fencing of any type is planned within Phases 3 and 4 of the Multi-use Pathway.

5. Over 95% of the Multi-use Pathway will be on the same general alignment as the existing pathways; the two exceptions are short sections where the Multi-use Pathway intersects with Stevens Forest Road and Thunder Hill Road. The realignments are shown in the layouts, and are necessary for the purposes of creating safe, more conducive crossing of roadways at intersections, and more gentle grades at these two locations.

6. Construction materials such as pervious pavement in lieu of asphalt were considered during the design phase of the Multi-use Pathway, but were eventually ruled-out due to considerations such as soil types, topography, drainage, etc.
Subdivision No. 13-020 (DTC-CA)(22)(23A)(24)

DEED OF EASEMENT AND AGREEMENT
for Multi-use Pathways

THIS DEED OF EASEMENT AND AGREEMENT (this “Deed”) is made this _______ day of __________________, 2015, by and between COLUMBIA ASSOCIATION, INC. (the “Grantor”), a Maryland corporation, and HOWARD COUNTY, MARYLAND (the “Grantee”), a body corporate and politic.

WHEREAS, the Grantor previously granted to the Grantee the right to use, and in some instances, install, maintain, certain pathways of Columbia, MD in various areas (collectively the “Prior Grants”).

WHEREAS, in 2010, the Grantee approved and enacted the “Downtown Columbia Plan, A General Plan Amendment” (the “Downtown Columbia Plan”), which, among other things, incorporates plans for ten foot wide multi-use pedestrian and bicycle pathways and related improvements (collectively the “Multi-use Pathway”), as described in Sections 2.3 and 2.4 of Chapter 2, titled “Moving and Connecting People”. The Multi-use Pathway is not intended for vehicular or transit purposes.

WHEREAS, the Downtown Columbia Plan also provides for Community Enhancements, Programs and Public Amenities (collectively “CEPPAS”), which include implementation details for the Multi-use Pathway to be constructed from Howard County General Hospital to Blandair Park.

WHEREAS, the location, construction, maintenance and repair of the Multi-use Pathway requires access in, across, over and through certain portions of the Grantor’s real property (the “Grantor’s Property”).

WHEREAS, the Howard Hughes Corporation, or its successors or assigns, serving in the capacity of the Community Developer of Downtown Columbia (collectively the “Community Developer”), is obligated to construct the Multi-use Pathway in accordance with CEPPAS 12 and 18, as implemented under the Howard County Zoning Regulations for the NT (New Town) District, Section 125A.9.h, as may be amended, and the “Developer Agreement”.

WHEREAS, Title 28 of the Howard County Code created the Downtown Columbia Partnership (the “Partnership”), which Partnership is to carry out certain services and community functions in Downtown Columbia as described in the Downtown Columbia Plan.

WHEREAS, Sections 28.107.(1) and (3) of the Howard County Code and CEPPA 6 provide, respectively, that the Partnership will maintain the Multi-use Pathway and the Community Developer will have certain funding responsibilities for the Partnership as set forth in CEPPA 6 until issuance of a building permit for 500,000 square feet of new commercial uses in Downtown Columbia.
WHEREAS, the Grantor is willing to grant certain easements (typically twenty feet wide) to the Grantee for the purpose of construction, maintenance and repair of the Multi-use Pathway, including granting easements for the Prior Grants, if easements do not already exist, and subjecting all Prior Grants and the grant of easements made herein to the terms and conditions of this Deed, including allowing the Community Developer and the Partnership to complete their respective obligations under the CEPPAS and the Howard County law.

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 hereby grants and conveys to the Grantee, its successors and assigns, non-exclusive easements, typically twenty feet wide, (collectively the “Pathway Easements”), running with the land in perpetuity, to construct, maintain, expand, modify, repair, and/or replace the typically ten foot wide Multi-use Pathway, including all related utilities, appurtenances, and improvements, in, on, over, across, and through those certain portions of Grantor’s Property all as shown in Exhibit A, said exhibit attached hereto and made a part hereof, titled “Plat for Grant of Easement for a Public Pathway & Utility Easement and Temporary Construction Easements across Open Space Lot No. 7, Columbia Town Center Subdivision, Section 1, Plat Book 12, Folio 61, Columbia Association, Inc.” and recorded as Plat No.____________, and titled “Plat for Grant of Easement for a Public Pathway & Utility Easement and Temporary Construction Easements across part of Lot 18, Columbia Town Center, Section 1, Plat Book 23, Folio 86, Columbia Association, Inc.” and recorded as Plat No.____________, and titled “Plat for Grant of Easement for a Public Pathway & Utility Easement and Temporary Construction Easements across Lot 14, Columbia Town Center, Lake Kittamaqundi, Plat Book 15, Folio 19, Columbia Association, Inc.” and recorded as Plat No.____________. (The term Pathway Easements as used herein includes the Prior Grants.) Grantor and Grantee further agree as follows:

GRANTOR, further hereby grants and conveys to Grantee temporary, non-exclusive easements (collectively the “Temporary Easement”), free of charge, permitting Grantee and its employees, agents and contractors to go on, over, under and across that portion of the Grantor’s Property identified as “Temporary Easement” on Exhibit A for the purpose of constructing the Multi-use Pathway. The Temporary Easement shall automatically terminate upon the completion and acceptance of that portion of the Multi-use Pathway that is located in the Pathway Easements and the release by Grantee of all payment and performance bonds posted with the Grantee in connection therewith.

GRANTOR, hereby agrees that the Grantee, its successors and assigns, and its employees, agents, and contractors, along with utility companies under the supervision of the Grantee, and the Community Developer, its successors and assigns, and its employees, agents, and contractors, shall have the right and privilege to enter upon the Pathway Easements and Temporary Easement, whenever necessary, with sufficient notice given to Grantor, to construct, maintain, expand, modify, repair and/or replace the Multi-use Pathway as provided for in the Downtown Columbia Plan and the CEPPAS.
GRANTOR, represents and warrants, as of the date of this Deed of Easement, that it is the sole owner and lawfully seized of a fee simple estate in the Grantor’s Property, including that portion of the Grantor’s Property burdened by the Pathway Easements and Temporary Easement and has the right to grant the Pathway Easements and Temporary Easement in, on, over across and through the Grantor’s Property, and that there exists no liens, security interests or other encumbrances on or with respect to the Pathway Easements or Temporary Easement. Grantor further represents that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Pathway Easements or Temporary Easement, that Grantor warrants specially the Pathway Easements and Temporary Easement, and that Grantor covenants that it 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 Grantor’s Property, then all lien holders, if so required, will subordinate their lien interest to the Grantee’s interests in the Pathway Easements by executing a joinder attached hereto and made a part hereof.

GRANTOR FURTHER, represents and warrants that the Grantor has all requisite authority to grant the Pathway Easements and the Temporary Easement to Grantee, that the grant of the Pathway Easements and Temporary Easement cannot be challenged by Grantor’s officers, board of directors, or members, and that the officer signing this Deed is duly authorized to do so on behalf of the Grantor. The Grantor certifies that the grant of the Pathway Easements and Temporary Easement 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 Grantor.

GRANTOR FURTHER AGREES, that it shall not and shall not authorize others to undertake any act which will impair or conflict with the construction, operation, use or maintenance of the Multi-use Pathway. Notwithstanding the foregoing, Grantor hereby reserves all rights in the Pathway Easements and Temporary Easement not inconsistent with the rights granted herein. Nothing herein shall be deemed to limit Grantor’s use or enjoyment of the Grantor’s Property, subject to the Pathway Easements and Temporary Easement. Notwithstanding anything to the contrary contained in this Deed, (a) the Grantor shall have the right to cross the Pathway Easements and Temporary Easement with roads, utilities and other improvements deemed necessary or desirable by Grantor in connection with the Grantor’s use and improvement of, and access to, the Grantor’s Property provided that all requisite governmental approvals are first obtained and, once constructed, no such roads, utilities or other improvements shall unreasonably interfere with the Pathway Easements or Temporary Easement, and (b) Grantor shall have the right to close off the Multi-use Pathway, the Pathway Easements and the Temporary Easement for such temporary periods of time as are reasonably necessary for Grantor’s use, development or redevelopment of Grantor’s Property.
FURTHERMORE, the Grantor shall have the right to relocate the Pathway Easements, Temporary Easement and the Multi-use Pathway on the Grantor’s Property; provided, however, that any relocation shall not have a material adverse effect on the Grantee’s use and enjoyment of the Pathway Easements and that any relocation of the Pathway Easements and the Multi-use Pathway shall be subject to the Grantee’s approval, which shall not be unreasonably withheld, conditioned or delayed, shall be at the Grantor’s sole cost and expense, and shall be performed in accordance with all applicable governmental approvals. Furthermore, if such relocation changes the connection point at which the Multi-use Pathway crosses from Grantor’s Property onto any adjacent property, then the location of that relocated connection point shall be (i) subject to the approval of such adjacent property owner, such approval not to be unreasonably withheld, conditioned or delayed, (ii) completed at the Grantor’s sole cost and expense (unless the Grantor and the adjacent property owner decide to allocate the costs between them), and (iii) performed in accordance with all applicable governmental approvals.

THE GRANTOR ACKNOWLEDGES, that Grantee has no obligation to construct the Multi-use Pathway and that the Multi-use Pathway will be completed only if the Community Developer completes its obligations under the CEPPAS, particularly without limitation CEPPAS numbers 12 and 18. In the event that all or part of the Multi-use Pathway is not constructed by June 30, 2020, then the Grantor or the Grantee unilaterally may terminate this Deed as to those segments of the Multi-use Pathway that have not been constructed.

DURING CONSTRUCTION AND MAINTENANCE OF THE MULTI-USE PATHWAY, the Grantee, the Community Developer and the Partnership will use commercially reasonable efforts to prevent or minimize disruption to the Grantor’s uses and activities on the Grantor’s Property. The Grantee further agrees that following the construction and any repair of the Multi-use Pathway, it shall restore the condition of the Grantor’s Property to the condition existing, or a condition better than existing, prior to the construction and/or repair. The Grantee further agrees that it will construct appropriate tie-ins to all existing pathways that will intersect with the new Multi-use Pathway, phases 3 and 4. An inspection by a representative of the Grantor will be the means by which the Grantee will know that its obligation to restore the Grantor’s Property has been met.

FURTHER, during construction of the Multi-use Pathway and the segments thereof, the Grantee shall cause the Community Developer to maintain insurance that is ordinary for similar projects, (minimum $2,000,000 aggregate and $1,000,000 per occurrence) including without limitation appropriate endorsements for indemnifying the Grantee and the Grantor. The Grantee shall include language in its contracts with the Community Developer and other third-party contractors imposing indemnification obligations on the Community Developer and other third-party contractors for any claims, loss and/or damages relating to or arising from the construction of the Multi-use Pathway and stating that the Grantor shall be a third-party beneficiary of such insurance and indemnification obligations. The Grantor and Grantee shall be named as additional insureds under the Community Developer’s insurance and shall have the right to enforce indemnification provisions.
UPON THE COMPLETION OF EACH SEGMENT OF THE MULTI-USE PATHWAY, as contemplated under the CEPPAS and the related phasing and plans and specifications, including implementation under the Howard County Zoning Regulations for the NT (New Town) District, Section 125A.9.h, as may be amended, Grantee shall grant a license or right of entry to the Partnership to enter upon the Multi-use Pathway so to maintain it in good condition and repair and in compliance with Section 28.107.(3) of the Howard County Code and CEPPAS 12 and 18. The Grantee shall include language in each such license or right of entry (i) naming the Grantor as a third-party beneficiary with the right to enforce the terms of the license or right of entry as against the Partnership, and (ii) requiring the Partnership to maintain liability insurance in an amount appropriate to its obligations and naming the Grantor and Grantee as additional insureds, imposing indemnification obligations on the Partnership for any claims, loss and/or damages relating to or arising from the maintenance or repair of the Multi-use Pathway, and stating that the Grantor and the Grantee shall be third-party beneficiaries of such insurance and any indemnification obligations. The Grantor acknowledges and confirms that the Grantee shall have no obligation to maintain or repair the Multi-use Pathway and may unilaterally terminate this Deed in its entirety or as to certain segments of the Multi-use Pathway. Additionally, pursuant to Section 28.124(c) of the Howard County Code, the Grantee unilaterally may terminate this Deed if the Partnership is terminated. In the event that the Partnership fails to maintain or repair the Multi-use Pathway, then after prior written notice and the expiration of a 30-day cure period, the Grantor also unilaterally may terminate this Deed if the failure in maintenance or repair is not cured within such 30-day cure period. In the event that this Deed is terminated as described in this paragraph, then (a) the Grantor may assume ownership of the Multi-use Pathway and, in Grantor’s sole discretion, either maintain and repair the same to be in compliance with the applicable law or remove the Multi-use Pathway and restore the Property to its condition prior to the construction of the Multi-use Pathway, or segments thereof, and (b) the Partnership, pursuant to the terms to be included in the license or right of entry described above, shall be obligated to reimburse the Grantor for its costs for such maintenance or restoration.

FURTHER, upon the completion of the Multi-use Pathway, or segments thereof, but subject to the Maryland Local Government Tort Claims Act and applicable law, and subject to the Grantee’s appropriations, the Grantee 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 the Grantee by its attorneys for similar work, in connection with loss of life, bodily injury, personal injury and/or damage to property occasioned by any negligent act or omission of the Grantee, its employees, contractors, agents, or representatives. This indemnification is not to be deemed as a waiver of immunity or defense that may exist in any action against the Grantee. As a condition of this indemnification, the Grantor agrees to notify the Grantee of all suits, claims or potential claims within fifteen (15) business days of the Grantee receiving notice of such suits, claims or potential claims.

IF ALL OR ANY PORTION OF THE GRANTOR’S PROPERTY, including the Pathway Easements, shall be taken pursuant to the power of eminent domain, then the Grantor shall be entitled to the entire award for the value of the Grantor’s Property, or portion thereof, so taken. Grantee shall not claim, or be entitled to, any portion of such
award by virtue of any interest in the Pathway Easements. Notwithstanding the foregoing, Grantee may, if permitted by law, file a collateral claim with the condemning authority for an amount over and above the value of the property being taken to compensate Grantee for any damage suffered by Grantee as a result of such taking, including, but not limited to, the value of the Pathway Easements.

ALL REFERENCES HEREIN, to “Grantor” shall be deemed plural if more than one person has an interest in the Grantor’s Property. Any pronoun reference herein shall be deemed to apply the appropriate gender or person, as the case may be. The term Grantor shall include Grantor’s respective successors or assigns.

THE TERMS, CONDITIONS AND PROVISIONS, of this Deed shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Each party shall, at any time and from time to time, execute, acknowledge and deliver such further instruments and documents and take such other action as may be reasonably requested by the other party to carry out the intent and purpose of this Deed.

ANY NOTICE, demands, consent, approval, request or other communication or document 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 national overnight courier (e.g., FedEx or UPS) or certified or registered mail in the United States mails, postage prepaid, return receipt requested, to the address of such party set forth below or to such other designees as identified by notice to each 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 such party:

if to Grantor:
Milton Matthews, President
Columbia Association, Inc.
10221 Wincoopin Circle
Columbia, MD 21044

with a copy to:
Sheri V.G. Fananoff, General Counsel
Columbia Association, Inc.
10221 Wincoopin Circle
Columbia, MD 21044

if to Grantee:
James M. Irvin, Director Dept. of Public Works
George Howard Building
3430 Court House Drive
Ellicott City, MD 21043

with a copy to:
Margaret Ann Nolan, County Solicitor
Carroll Building
3450 Court House Drive
Ellicott City, MD 21043
(Signatures follow on the next pages.)
IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Deed of Easement and Agreement to be executed and delivered by its duly authorized officer and its seal hereto affixed on the date hereinabove written.

ATTEST: COLUMBIA ASSOCIATION, INC.,
a Maryland corporation

__________________________  By: _______________________________(SEAL)
Corporate Secretary  Milton Matthews
President
Date: _________

STATE OF MARYLAND,_____________________________ COUNTY, TO WIT:

I HEREBY CERTIFY that on this_____ day of _________________, 2015, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Milton 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 Deed of Easement and 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 and AGREED to by the Grantee on this____day of________________, 2015.

ATTEST:                      HOWARD COUNTY, MARYLAND

__________________________________________________________
Lonnie R. Robbins            By:____________________________(SEAL)
Chief Administrative Officer  Allan H. Kittleman
                                      County Executive
                                      Date: __________

APPROVED:                      APPROVED:

__________________________________________________________
James M. Irvin, Director      John R. Byrd, Director
Department of Public Works    Department of Recreation & Parks

APPROVED FOR SUFFICIENCY OF FUNDS:

Stanley J. Milesky, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this____day of________________, 2015.

________________________________________________________________
Margaret Ann Nolan
County Solicitor
Reviewing Attorney

________________________________________________________________
Lisa S. O’Brien, Sr. Assistant County Solicitor

STATE OF MARYLAND,______________________________COUNTY, TO WIT:

I HEREBY CERTIFY that on this____day of________________, 2015, before me, the
subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally
appeared Allan H. Kittleman, the County Executive for Howard County, Maryland, a party to the
within Deed of Easement and Agreement, 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.

My Commission Expires:__________________________

Notary Public

(Joinder follows on next page.)
JOINDER

The Howard Hughes Corporation, as the Community Developer, joins in this Deed of Easement and Agreement to be bound by the terms, covenants and conditions contained therein relating to the construction of the Multi-use Pathway, the funding of the construction, maintenance and repair of the Multi-use Pathway, as provided in the Downtown Columbia Plan and the CEPPAS, and to providing the required insurance and being bound by the indemnification obligations. This Joinder automatically, and without further action of the parties, terminates and is of no further force or effect when (i) construction of the Public and Private Improvements has been completed in accordance with the Developer Agreement, and (ii) acceptance of the Public and Private Improvements has been approved by the County and has occurred, and (iii) the Partnership receives the first funding payment provided for under CEPPA 6 and Sections 28.114(c)(3)(ii) and 28.115(E) of the Howard County Code from the owner of the property for which the County issues a building permit for the 500,000th square foot of gross leasable area of new commercial uses approved after February 1, 2010.

WITNESS/ATTEST: THE HOWARD HUGHES CORPORATION,

a Delaware corporation

______________________________ By:_____________________________ (SEAL)
Name:_________________________
Title:_________________________
Date:_________________________

STATE OF MARYLAND,_________________________ COUNTY, TO WIT:

I HEREBY CERTIFY that on this______ day of __________________, 2015, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ___________________, who acknowledged himself to be the_________________ of The Howard Hughes Corporation, a Delaware corporation, (the “Corporation”), and that he, as such officer being authorized so to do, executed the Joinder to the within Deed of Easement and Agreement for the purposes therein contained by signing the name of the Corporation as such officer.

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.

Tina D. Hackett, Chief
Real Estate Services Division

After Recording, Return To:
Howard County, Maryland
Real Estate Services Division
3430 Court House Drive
Ellicott City, Maryland 2104
EXHIBIT A

Plats for Grant of Easement for a Public Pathway & Utility Easement and a Temporary Construction Easements (Columbia Association, Inc.)
Subdivision No. 13--020 (DTC-CA)(28)(28A)(41)

DEED OF EASEMENT AND AGREEMENT
for Multi-use Pathways

THIS DEED OF EASEMENT AND AGREEMENT (this “Deed”) is made this day of ______________, 2015, by and between COLUMBIA ASSOCIATION, INC. (the “Grantor”), a Maryland corporation, and HOWARD COUNTY, MARYLAND (the “Grantee”), a body corporate and politic.

WHEREAS, the Grantor previously granted to the Grantee the right to install, use, and in some instances maintain, certain pathways of Columbia, MD in various areas, including specifically, the pathway described in the Lease Agreement dated May 18, 1978 which extended from US Route 29 to Oakland Mills Road for a period of 99 years (collectively the “Prior Grants”).

WHEREAS, in 2010, the Grantee approved and enacted the “Downtown Columbia Plan, A General Plan Amendment” (the “Downtown Columbia Plan”), which, among other things, incorporates plans for ten foot wide multi-use pedestrian and bicycle pathways and related improvements (collectively the “Multi-use Pathway”), as described in Sections 2.3 and 2.4 of Chapter 2, titled “Moving and Connecting People”. The Multi-use Pathway is not intended for vehicular or transit purposes. WHEREAS, the Downtown Columbia Plan also provides for Community Enhancements, Programs and Public Amenities (collectively “CEPPAS”), which include implementation details for the Multi-use Pathway to be constructed from Howard County General Hospital to Blandair Park.

WHEREAS, the location, construction, maintenance and repair of the Multi-use Pathway requires access in, across, over and through certain portions of the Grantor’s real property (the “Grantor’s Property”). WHEREAS, the Howard Hughes Corporation, or its successors or assigns, serving in the capacity of the Community Developer of Downtown Columbia (collectively the “Community Developer”), is obligated to construct the Multi-use Pathway in accordance with CEPPAS 12 and 18, as implemented under the Howard County Zoning Regulations for the NT (New Town) District, Section 125A.9.h, as may be amended, and the “Developer Agreement” intended to be recorded immediately prior to this Deed.

WHEREAS, Title 28 of the Howard County Code created the Downtown Columbia Partnership (the “Partnership”), which Partnership is to carry out certain services and community functions in Downtown Columbia as described in the Downtown Columbia Plan.
WHEREAS, Sections 28.107.(1) and (3) of the Howard County Code and CEPPA 6 provide, respectively, that the Partnership will maintain the Multi-use Pathway and the Community Developer will have certain funding responsibilities for the Partnership as set forth in CEPPA 6 until issuance of a building permit for 500,000 square feet of new commercial uses in Downtown Columbia.

WHEREAS, the Grantor is willing to grant certain easements (typically twenty feet wide) to the Grantee for the purpose of construction, maintenance and repair of the Multi-use Pathway, including granting easements for the Prior Grants, if easements do not already exist, and subjecting all Prior Grants and the grant of easements made herein to the terms and conditions of this Deed, including allowing the Community Developer and the Partnership to complete their respective obligations under the CEPPAS and the Howard County law.

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 hereby grants and conveys to the Grantee, its successors and assigns, non-exclusive easements, typically twenty feet wide, (collectively the “Pathway Easements”), running with the land in perpetuity, to construct, maintain, expand, modify, repair, and/or replace the **typically ten foot wide** Multi-use Pathway, including all related utilities, appurtenances, and improvements, in, on, over, across, and through those certain portions of Grantor's Property all as shown in Exhibit A, said exhibit attached hereto and made a part hereof, titled “Plat for Grant of Easement for Public Pathway & Utility Easements and Temporary Construction Easements across Open Space Lot 2, Columbia, Village of Oakland Mills, Section 2, Area 3, Plat Book 17, Folio 90, Columbia Association, Inc.” and recorded as Plat No.__________, and titled “Plat for Grant of Easement for a Public Pathway & Utility Easement and Temporary Construction Easements across Open Space Lot 11, Columbia, Village of Oakland Mills, Village Center, Section 2, Area 2, Plat Book 15, Folio 82, Columbia Association, Inc.” and recorded as Plat No.__________, and titled “Plat for Grant of Easement for a Public Pathway & Utility Easement and Temporary Construction Easements across Open Space Lot 3, Columbia, Village of Oakland Mills, Section 2, Area 3, Plat Book 17, Folio 90, Columbia Association, Inc.” and recorded as Plat No.____, and titled “Plat for Grant of Easement for a Public Pathway & Utility Easement and Temporary Construction Easements across Open Space Lot 4, Columbia, Village of Oakland Mills, Section 2, Area 4, Plat Book 18, Folio 35, Columbia Association, Inc.” and recorded as Plat No.____. (The term Pathway Easements as used herein includes the Prior Grants.) Grantor and Grantee further agree as follows: **GRANTOR**, further hereby grants and conveys to Grantee temporary, non-exclusive easements (collectively the “Temporary Easement”), free of charge, permitting Grantee and its employees, agents and contractors to go on, over, under and across that portion of the Grantor’s Property identified as “Temporary Easement” on Exhibit A for the purpose of constructing the Multi-use Pathway. The Temporary Easement shall automatically terminate upon the completion and acceptance of that portion of the Multi-use Pathway that is located in the Pathway Easements and the release by Grantee of all payment and performance bonds posted with the Grantee in connection therewith.
GRANTOR, hereby agrees that the Grantee, its successors and assigns, and its employees, agents, and contractors, along with utility companies under the supervision of the Grantee, and the Community Developer, its successors and assigns, and its employees, agents, and contractors, shall have the right and privilege to enter upon the Pathway Easements and Temporary Easement, whenever necessary, with sufficient notice given to GRANTOR, to construct, maintain, expand, modify, repair and/or replace the Multi-use Pathway as provided for in the Downtown Columbia Plan and the CEPPAS. GRANTOR, represents and warrants, as of the date of this Deed of Easement, that it is the sole owner and lawfully seized of a fee simple estate in the Grantor’s Property, including that portion of the Grantor’s Property burdened by the Pathway Easements and Temporary Easement and has the right to grant the Pathway Easements and Temporary Easement in, on, over across and through the Grantor’s Property, and that there exists no liens, security interests or other encumbrances on or with respect to the Pathway Easements or Temporary Easement. Grantor further represents that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Pathway Easements or Temporary Easement, that Grantor warrants specially the Pathway Easements and Temporary Easement, and that Grantor covenants that it 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 Grantor’s Property, then all lien holders, if so required, will subordinate their lien interest to the Grantee’s interests in the Pathway Easements by executing a joinder attached hereto and made a part hereof. GRANTOR FURTHER, represents and warrants that the Grantor has all requisite authority to grant the Pathway Easements and the Temporary Easement to Grantee, that the grant of the Pathway Easements and Temporary Easement cannot be challenged by Grantor’s officers, board of directors, or members, and that the officer signing this Deed is duly authorized to do so on behalf of the Grantor. The Grantor certifies that the grant of the Pathway Easements and Temporary Easement 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 Grantor. GRANTOR FURTHER AGREES, that it shall not and shall not authorize others to undertake any act which will impair or conflict with the construction, operation, use or maintenance of the Multi-use Pathway. Notwithstanding the foregoing, Grantor hereby reserves all rights in the Pathway Easements and Temporary Easement not inconsistent with the rights granted herein. Nothing herein shall be deemed to limit Grantor’s use or enjoyment of the Grantor’s Property, subject to the Pathway Easements and Temporary Easement. Notwithstanding anything to the contrary contained in this Deed, (a) the Grantor shall have the right to cross the Pathway Easements and Temporary Easement with roads, utilities and other improvements deemed necessary or desirable by Grantor in connection with the Grantor’s use and improvement of, and access to, the Grantor’s Property provided that all requisite governmental approvals are first obtained and, once constructed, no such roads, utilities or other improvements shall unreasonably interfere with the Pathway Easements or Temporary Easement, and (b) Grantor shall have the right to close off the Multi-use Pathway, the Pathway Easements and the Temporary Easement.
for such temporary periods of time as are reasonably necessary for Grantor’s use, development or redevelopment of Grantor’s Property. Grantor shall repair and replace, at the Grantor’s sole expense, any damage to or destruction of the Multi-use Pathway caused by Grantor, its agents, employees and contractors in connection with the foregoing, including all related realignment work that may be required to maintain the continuous nature of the Multi-use Pathway across Grantor’s Property and adjacent properties.

**FURTHERMORE,** the Grantor shall have the right to relocate the Pathway Easements, Temporary Easement and the Multi-use Pathway on the Grantor’s Property; provided, however, that any relocation shall not have a material adverse effect on the Grantee’s use and enjoyment of the Pathway Easements and that any relocation of the Pathway Easements and the Multi-use Pathway shall be subject to the Grantee’s approval, which shall not be unreasonably withheld, conditioned or delayed, shall be at the Grantor’s sole cost and expense, and shall be performed in accordance with all applicable governmental approvals. Furthermore, if such relocation changes the connection point at which the Multi-use Pathway crosses from Grantor’s Property onto any adjacent property, then the location of that relocated connection point shall be (i) subject to the approval of such adjacent property owner, such approval not to be unreasonably withheld, conditioned or delayed, (ii) completed at the Grantor’s sole cost and expense (unless the Grantor and the adjacent property owner decide to allocate the costs between them), and (iii) performed in accordance with all applicable governmental approvals.

**THE GRANTOR ACKNOWLEDGES,** that Grantee has no obligation to construct the Multi-use Pathway and that the Multi-use Pathway will be completed only if the Community Developer completes its obligations under the CEPPAS, particularly without limitation CEPPAS numbers 12 and 18. In the event that all or part of the Multi-use Pathway is not constructed by June 30, 2020, then the Grantor or the Grantee unilaterally may terminate this Deed as to those segments of the Multi-use Pathway that have not been constructed.

**DURING CONSTRUCTION AND MAINTENANCE OF THE MULTI-USE PATHWAY,** the Grantee, the Community Developer and the Partnership will use commercially reasonable efforts to prevent or minimize disruption to the Grantor’s uses and activities on the Grantor’s Property. The Grantee further agrees that following the construction and any repair of the Multi-use Pathway, it shall restore the condition of the Grantor’s Property to the condition existing, or a condition better than existing, prior to the construction and/or repair. The Grantee further agrees that it will construct appropriate tie-ins to all existing pathways that will intersect with the new Multi-use Pathway, phases 3 and 4. An inspection by a representative of the Grantor will be the means by which the Grantee will know that its obligation to restore the Grantor’s Property has been met.

**FURTHER,** during construction of the Multi-use Pathway and the segments thereof, the Grantee shall cause the Community Developer to maintain insurance that is ordinary for similar projects, (minimum $2,000,000 aggregate and $1,000,000 per occurrence) including without limitation appropriate endorsements for indemnifying the Grantee and the Grantor. The Grantee shall include language in its contracts with the Community Developer and other third-party contractors imposing indemnification obligations on the Community Developer and other third-party contractors for any claims, loss and/or damages relating to or arising from the construction of the Multi-use Pathway and
stating that the Grantor shall be a third-party beneficiary of such insurance and indemnification obligations. The Grantor and Grantee shall be named as additional insureds under the Community Developer’s insurance and shall have the right to enforce indemnification provisions.

**UPON THE COMPLETION OF EACH SEGMENT OF THE MULTI-USE PATHWAY,** as contemplated under the CEPPAS and the related phasing and plans and specifications, including implementation under the Howard County Zoning Regulations for the NT (New Town) District, Section 125A.9.h, as may be amended, Grantee shall grant a license or right of entry to the Partnership to enter upon the Multi-use Pathway so to maintain it in good condition and repair and in compliance with Section 28.107.(3) of the Howard County Code and CEPPAS 12 and 18. The Grantee shall include language in each such license or right of entry (i) naming the Grantor as a third-party beneficiary with the right to enforce the terms of the license or right of entry as against the Partnership, and (ii) requiring the Partnership to maintain liability insurance in an amount appropriate to its obligations and naming the Grantor and Grantee as additional insureds, imposing indemnification obligations on the Partnership for any claims, loss and/or damages relating to or arising from the maintenance or repair of the Multi-use Pathway, and stating that the Grantor and the Grantee shall be third-party beneficiaries of such insurance and any indemnification obligations. The Grantor acknowledges and confirms that the Grantee shall have no obligation to maintain or repair the Multi-use Pathway and may unilaterally terminate this Deed in its entirety or as to certain segments of the Multi-use Pathway. Additionally, pursuant to Section 28.124(c) of the Howard County Code, the Grantee unilaterally may terminate this Deed if the Partnership is terminated. In the event that the Partnership fails to maintain or repair the Multi-use Pathway, then after prior written notice and the expiration of a 30-day cure period, the Grantor also unilaterally may terminate this Deed if the failure in maintenance or repair is not cured within such 30-day cure period. In the event that this Deed is terminated as described in this paragraph, then (a) the Grantor may assume ownership of the Multi-use Pathway and, in Grantor’s sole discretion, either maintain and repair the same to be in compliance with the applicable law or remove the Multi-use Pathway and restore the Property to its condition prior to the construction of the Multi-use Pathway, or segments thereof, and (b) the Partnership, pursuant to the terms to be included in the license or right of entry described above, shall be obligated to reimburse the Grantor for its costs for such maintenance or restoration.

**FURTHER,** upon the completion of the Multi-use Pathway, or segments thereof, but subject to the Maryland Local Government Tort Claims Act and applicable law, and subject to the Grantee’s appropriations, the Grantee 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 the Grantee by its attorneys for similar work, in connection with loss of life, bodily injury, personal injury and/or damage to property occasioned by any negligent act or omission of the Grantee, its employees, contractors, agents, or representatives. This indemnification is not to be deemed as a waiver of immunity or defense that may exist in any action against the Grantee.

As a condition of this indemnification, the Grantor agrees to notify the Grantee of all suits, claims or potential claims within fifteen (15) business days of the Grantee receiving notice of such suits, claims or potential claims.
IF ALL OR ANY PORTION OF THE GRANTOR’S PROPERTY, including the Pathway Easements shall be taken pursuant to the power of eminent domain, then the Grantor shall be entitled to the entire award for the value of the Grantor’s Property, or portion thereof, so taken. Grantee shall not claim, or be entitled to, any portion of such award by virtue of any interest in the Pathway Easements. Notwithstanding the foregoing, Grantee may, if permitted by law, file a collateral claim with the condemning authority for an amount over and above the value of the property being taken to compensate Grantee for any damage suffered by Grantee as a result of such taking, including, but not limited to, the value of the Pathway Easements.

ALL REFERENCES HEREIN, to “Grantor” shall be deemed plural if more than one person has an interest in the Grantor’s Property. Any pronoun reference herein shall be deemed to apply the appropriate gender or person, as the case may be. The term Grantor shall include Grantor’s respective successors or assigns.

THE TERMS, CONDITIONS AND PROVISIONS, of this Deed shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Each party shall, at any time and from time to time, execute, acknowledge and deliver such further instruments and documents and take such other action as may be reasonably requested by the other party to carry out the intent and purpose of this Deed.

ANY NOTICE, demands, consent, approval, request or other communication or document 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 national overnight courier (e.g., FedEx or UPS) or certified or registered mail in the United States mails, postage prepaid, return receipt requested, to the address of such party set forth below or to such other designees as identified by notice to each 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 such party:

if to Grantor:
Milton Matthews, President Columbia Association, Inc. 10221 Wincopin Circle
Columbia, MD 21044

with a copy to:
Sheri V.G. Fanaroff, General Counsel Columbia Association, Inc.
10221 Wincopin Circle
Columbia, MD 21044

if to Grantee:
James M. Irvin, Director Dept. of Public Works
George Howard Building
3430 Court House Drive
Ellicott City, MD 21043

with a copy to:
Margaret Ann Nolan, County Solicitor
Carroll Building
3450 Court House Drive
Ellicott City, MD 21043

(Signatures follow on the next pages.)
IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Deed of Easement and Agreement to be executed and delivered by its duly authorized officer and its seal hereto affixed on the date hereinafore written.

ATTEST: 

____________________________ 

Corporate Secretary

COLUMBIA ASSOCIATION, INC., 
a Maryland corporation

By: ___________________________ (SEAL)
Milton Matthews
President
Date: __________

STATE OF MARYLAND, ________________________ COUNTY, TO WIT:

I HEREBY CERTIFY that on this______ day of ________________, 2015, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Milton 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 Deed of Easement and 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 and AGREED to by the Grantee on this____day of________________, 2015.

ATTEST:  

___________________________  HOWARD COUNTY, MARYLAND
Lonnie R. Robbins  
Chief Administrative Officer  By:_________________________________(SEAL)
Allan H. Kittleman  
County Executive  Date: _________

APPROVED:

___________________________  APPROVED:
James M. Irvin, Director  
Department of Public Works  John R. Byrd, Director  
Department of Recreation & Parks

APPROVED FOR SUFFICIENCY OF FUNDS:

___________________________
Stanley J. Milesky, Director  
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
this____day of________________, 2015.

___________________________
Margaret Ann Nolan  
County Solicitor  
Reviewing Attorney

___________________________
Lisa S. O’Brien, Sr. Assistant County Solicitor

STATE OF MARYLAND,__________________________COUNTY, TO WIT:

I HEREBY CERTIFY that on this____day of________________, 2015, before me, the  
subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally  
appeared Allan H. Kittleman, the County Executive for Howard County, Maryland, a party to the  
within Deed of Easement and Agreement, 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.

My Commission Expires: ______________________  

(Joiner follows on next page.)
JOINDER

The Howard Hughes Corporation, as the Community Developer, joins in this Deed of Easement and Agreement to be bound by the terms, covenants and conditions contained therein relating to the construction of the Multi-use Pathway, the funding of the construction, maintenance and repair of the Multi-use Pathway, as provided in the Downtown Columbia Plan and the CEPPAS, and to providing the required insurance and being bound by the indemnification obligations. This Joinder automatically, and without further action of the parties, terminates and is of no further force or effect when (i) construction of the Public and Private Improvements has been completed in accordance with the Developer Agreement, and (ii) acceptance of the Public and Private Improvements has been approved by the County and has occurred, and (iii) the Partnership receives the first funding payment provided for under CEPPA 6 and Sections 28.114(c)(3)(ii) and 28.115(E) of the Howard County Code from the owner of the property for which the County issues a building permit for the 500,000th square foot of gross leasable area of new commercial uses approved after February 1, 2010.

WITNESS/ATTEST:  THE HOWARD HUGHES CORPORATION,
a Delaware corporation

______________________________  By: ____________________________ (SEAL)
Name: __________________________
Title: __________________________
Date: __________________________

STATE OF MARYLAND, __________________________ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of ________________, 2015, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ____________________, who acknowledged himself to be the__________________ of The Howard Hughes Corporation, a Delaware corporation, (the “Corporation”), and that he, as such officer being authorized so to do, executed the Joinder to the within Deed of Easement and Agreement for the purposes therein contained by signing the name of the Corporation as such officer.

AS WITNESS my Hand and Notarial Seal.

______________________________

My Commission Expires: ____________

Notary Public

10.04.13 v.6.1 1/23/15ks  9  RIM/Dev/LD14/DTCMulti-usePathway/CA2828A41
THIS IS TO CERTIFY that this instrument was prepared by Howard County, Maryland, the grantee named in the within Deed of Easement.

Tina D. Hackett, Chief
Real Estate Services Division

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

Plats for Grant of Easement for a Public Pathway & Utility Easement and a Temporary Construction Easements (Columbia Association, Inc.)
RESOLUTION AUTHORIZING EASEMENT

The Columbia Association (“CA”) Board of Directors (the “Board”) has considered whether to grant an easement to the Howard County Government relating to phase 3 of the Downtown Columbia Multi-Use Pathway, 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 the construction of a multi-use path from the Howard County General Hospital, through downtown Columbia and to Blandair Park; 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

____________________, 2015
RESOLUTION AUTHORIZING EASEMENT

The Columbia Association (“CA”) Board of Directors (the “Board”) has considered whether to grant an easement to the Howard County Government relating to phase 4 of the Downtown Columbia Multi-Use Pathway, 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 the construction of a multi-use path from the Howard County General Hospital, through downtown Columbia and to Blandair Park; 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

___________________, 2015
At the CA board meeting on February 26, 2015, the Strategic Implementation Committee (the "SIC") discussed a draft of the proposed Policy on Covenant Enforcement with Respect to Vacant and Abandoned Residential Property.

The two changes in the wording of the policy requested by the SIC are marked in the attached revised draft.

The SIC also requested certain background information. Those requests and the responses are stated below.

1. How many houses in each village might be covered by the proposed policy if it were already in effect? What repairs would be required with respect to those houses? What is the estimated cost to undertake those repairs?

Working with the Village Covenant Advisors, eight houses were identified at present that are in need of repairs that might fall within the parameters of the proposed policy, two in Harper's Choice, four in Hickory Ridge and two in Oakland Mills. The items in need of repair include:

- Debris in yards
- Rotted/missing wood siding and trim
- Falling/missing gutters
- Broken/missing exterior light fixtures
• Broken exterior doors
• Peeling paint
• Missing window shutters
• Mold on house/deck
• Collapsed fences
• Holes in roof

It is estimated that the cost to make repairs to these eight properties would be $17,000.00.

2. With respect to the 21 houses for which CA is doing lawn maintenance under the current abandoned house policy, how many houses are in each village?

Of the 21 houses that were designated for lawn maintenance, only 12 cases are still open. Of these 12, only seven are still being actively maintained by CA. In the other five cases, someone else (such as a property management company) has now taken responsibility for lawn maintenance, but the cases are still being monitored. The 12 cases are in the following villages:

• Harper’s Choice: 1 (being monitored)
• Hickory Ridge: 2 (both active)
• Kings Contrivance: 2 (one active, one being monitored)
• Long Reach: 1 (active)
• Oakland Mills: 4 (two active, two being monitored)
• Owen Brown: 2 (one active, one being monitored)
COLUMBIA ASSOCIATION, INC.
POLICY ON COVENANT ENFORCEMENT WITH RESPECT TO
VACANT AND ABANDONED RESIDENTIAL PROPERTY

This document sets forth the Columbia Association, Inc. ("CA") policy and procedure for enforcement of architectural covenants with respect to vacant and abandoned residential properties. It replaces any prior CA policies with respect to vacant and abandoned homes.

A home is vacant and abandoned when there is no one residing in or occupying the home and no sign of any resident activity on the property. (This policy does not apply to any property that is only seasonally vacant.)

1. A Village Community Association ("Village") Board of Directors may by written resolution directed to the Chairperson of CA's Architectural Resource Committee ("ARC") request that CA enter onto property pursuant to the Village's and CA's Deeds and Declarations of Covenants and perform certain exterior work to remedy architectural covenant violations existing on vacant and abandoned residential property that is subject to the CA annual charge. The Village shall specify the requested work, which may consist of:

   a. Lawn maintenance;
   
   b. Trash removal;
   
   c. Correction of an exterior condition presenting a clear safety hazard to anyone entering onto the property (e.g., exposed bare wiring, broken glass, sharp equipment left in yard, dead tree, etc.); and/or
   
   d. Repair, replacement or removal of an exterior condition that constitutes a significant architectural covenant violation causing a substantial negative impact on the visual appeal of the property as viewed from the street or the adjoining residential properties. Examples of such violations are listed on Exhibit A attached hereto and made a part hereof. The determination as to whether a violation causes a substantial negative impact, for purposes of CA’s decision whether to accept a property for action under this policy, is at the absolute discretion of CA.

2. The following preconditions must be met by the Village before the Village may submit a resolution requesting the work described above in section 1(a), 1(b) or 1(c):
a. The Village must have sent to the property owner at least two (2) covenant violation notices and have not received any response from the property owner; and

b. The Village, over a period of at least thirty (30) days following the expiration of the first violation notice period, must have made significant efforts to

(i) locate the property owner and received no response to such efforts, and

(ii) locate the mortgagee, property management company or other person responsible in the absence of the property owner for the repair and maintenance of the property and been unsuccessful in such efforts.

3. The following preconditions must be met by the Village before the Village may submit a resolution requesting the work described above in section 1(d):

a. The Village must have sent to the property owner at least three (3) covenant violation notices and have not received any response from the property owner; and

b. The Village, over a period of sixty (60) days following the expiration of the second violation notice period, must have made significant efforts to

(i) locate the property owner and received no response to such efforts, and

(ii) locate the mortgagee, property management company or other person responsible in the absence of the property owner for the repair and maintenance of the property and been unsuccessful in such efforts.

4. In the case of all requests for work described above in section 1, the Village Covenant Advisor must inspect the property no more than two (2) business days prior to the submission of the request to the ARC Chairperson so as to verify the current condition of the property and the accuracy of the request.

5. Village requests submitted under this policy shall be accompanied by:

a. a memorandum prepared by the Covenant Advisor

   (i) listing any communications or attempted communications to or with the property owner, mortgagee, property management company or other persons relating to covenant violations existing on the subject property, and
(ii) detailing all other efforts made to locate such persons; and

b. Color photographs of the covenant violations taken during the Covenant Advisor's inspection just prior to the submission of the request.

6. The ARC will consider the request at its next regularly scheduled monthly meeting and determine whether to recommend to the CA President that CA's Department of Open Space and Facility Services ("DOSFS") be directed to enter upon the property to perform the requested work.

7. The President in his or her absolute discretion will determine whether to accept the ARC's recommendation in part, in whole or at all. If accepted, the President will give written authorization to the DOSFS Director to perform the approved work and send a copy of such authorization to CA’s General Counsel, CA’s Assessments Department and the appropriate Village Board and Covenant Advisor.

8. In addition to the discretion vested in the President referenced in section 7 above, CA also may limit the number of cases that it will accept under this policy or the amount or types of work to be done on a particular property based on any budgetary limits CA may set on the costs of maintenance and repair work on vacant and abandoned residential properties or any limitation on the amount and types of work that CA may reasonably perform given its current staffing and expertise.

9. The ARC and President in making the determinations set forth in sections 6 and 7 above may consult with CA's General Counsel and consider relevant legal, financial and other factors, including but not limited to those factors identified in section 8 above and the degree of the significance of the covenant violations in proportion to the costs of the requested maintenance and/or repair work.

10. Following acceptance of a request by the President, the Village must and CA may continue to make efforts to locate any mortgagee, property management company or other person with responsibility for the maintenance and repair of the property. If such a person is identified by the Village, it will so notify CA within five (5) business days. CA will inform that party of its obligation to make any repairs not completed by CA and for ongoing maintenance, and will advise the DOSFS Director and the village that the repair and maintenance obligations have been referred to that party.

11. Upon completion (or partial completion pursuant to section 10 above) of the approved work, the DOSFS Director shall notify the ARC Chairperson, CA's General Counsel, CA’s Assessments Department and the Village Covenant Advisor of the completion (or partial
completion) and cost of the work. CA will send the property owner (and the mortgagee if one has been identified) a Special Assessment invoice for the cost of the work and place a notation of the Special Assessment in CA's assessment file for that property. If the property owner fails to pay the Special Assessment, CA may proceed to create a lien and file a statement of lien, pursuant to the Maryland Contract Lien Act, Maryland Code, Real Property, Section 14-202, et seq., in order to recover its damages (i.e., the cost of the work) and any other amounts (such as collection costs, late charges and attorneys' fees) permitted by law. CA also reserves its rights under law to foreclose on the abandoned property.

Approved April __, 2015
Columbia Association Board of Directors
Exhibit A

EXAMPLES OF SIGNIFICANT COVENANT VIOLATIONS FOR PURPOSES OF SECTION 1(d)

1. Broken windows
2. Broken doors
3. Missing or dangling gutters
4. Missing siding
5. Siding grossly overgrown with algae
6. Missing roof shingles
7. Broken or missing shutters
8. Missing or rotted trim
9. Broken exterior light fixtures
10. Broken fencing
11. Broken or rotted decks
12. Broken front porch pillars
13. Broken lantern poles
14. Missing or broken exterior vent covers allowing animals to enter home

15. Significant amount of peeling paint

The decision as to whether it is most appropriate in the circumstances to repair, replace or remove the item constituting a covenant violation will be at the absolute discretion of CA.
In FY 2015, the Strategic Implementation Committee was comprised of Alan Klein (chair), Reginald Avery (vice-chair) and Tom O’Connor. Susan Krabbeserved as chief staff liaison. The Strategic Implementation Committee is accountable for overseeing CA’s operational performance and the updating of operational policies and systems.

Accomplishments

Easement Requests

- Recommended that the Board of Directors approve the following easement requests:
  - State Highway Administration easement request, Gales Lane
  - Howard Hughes Corporation easement request, Broken Land Parkway to Banneker Road Pathway
  - Howard County easement request, stormwater management pond, Huntington Neighborhood
  - Howard County easement request, water main crossing, Fairway Hills Golf Course along Route 29
  - Owen Brown easement request for an emergency exit from the planned addition to the Interfaith Center

Work Sessions/Discussions

- Hosted a work session on CA and the Environment
- Hosted a presentation on deer ticks and Lyme disease
- Hosted a discussion on CA’s use of pesticides

Capital

- Recommended the transfer of capital budget funds for Haven on the Lake
- Recommended the request to purchase one piece of equipment with FY15 capital funds
- Recommended the purchasing exception for a generator powered by natural gas
- Monitored progress of significant capital projects including Hobbit’s Glen Clubhouse and Haven on the Lake
- Monitored Watershed Program progress

General

- Recommended a borrowing resolution for revolving credit note
- Recommended a corporate resolution for brokerage account
- Monitored Key Performance Indicators Dashboard
- Monitored the on-line membership enrollment plan, timeline and implementation
- Recommended for Board approval the policy regarding severance payments that exceed guidelines

Standing Agenda Items and Agenda Items initiated in FY15 but not completed by the end of FY 15

- Monitor Key Performance Indicators Dashboard
• Monitor Watershed Program progress
• Monitor lake water quality
• Monitor CA’s Comprehensive Sustainability Plan efforts
• Revisions to CA residential covenant review and enforcement process specifically related to abandoned properties
• Proposed changes to the Purchasing Policy
<table>
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<tr>
<th>Submitted to Committee by (name):</th>
<th>Date sent to Committee</th>
<th>Description of Topic</th>
<th>1st Reading</th>
<th>Date Due to Board</th>
<th>Extensions</th>
<th>Date sent to CA Board</th>
<th>Recommendation of the Committee</th>
<th>Board Action</th>
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<tr>
<td>SIC</td>
<td></td>
<td>Update - Inner Arbor Plan and Organization</td>
<td></td>
<td></td>
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<td></td>
<td>included as an item on each Board meeting agenda</td>
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<td>Update - Key Performance Indicators Dashboard</td>
<td></td>
<td></td>
<td>ongoing</td>
<td></td>
<td>to be included in the President's Report for the fiscal year quarters (September, December, March, June)</td>
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<td>Update - Progress of significant capital projects</td>
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<td></td>
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<td>to be included monthly in the President's Report</td>
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<td>Update - Watershed Program</td>
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<td></td>
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<td>Update - Hobbit's Glen Clubhouse Project</td>
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<td>Howard County Easement Request - Water Main Crossing, Fairway Hills Golf Course along Rt. 29</td>
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<td>7/10/2014</td>
<td>7/24/2014</td>
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<td>Periodic update on CA's Comprehensive Sustainability Plan efforts</td>
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<td>Lake Water Quality Monitoring</td>
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<td>Recommendation of the Committee</td>
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<td>Discussion on the Use of Pesticides and Next Steps</td>
<td>3/26/2015</td>
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<td>PSC</td>
<td>2/26/2015</td>
<td>Howard County Easement Request - 100 year flood plain drainage and utility easement. Village of Kings Contrivance</td>
<td>2/26/2015</td>
<td>TBD</td>
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<td>3/12/2015</td>
<td>Easement Request from Howard County re: Multi-Use Pathway from Blandair to Howard County General Hospital-Phase 3 and 4</td>
<td>3/12/2015</td>
<td>4/9/2015</td>
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To: External Relations Committee  
From: Watershed Advisory Committee  
Subject: Nomination of Tim Titus to serve as Long Reach’s representative  
Date: 3/23/15

The Long Reach Village Association has recommended that Tim Titus be appointed to serve as its representative on the Watershed Advisory Committee. Attached please find Mr. Titus’s bio and Long Reach’s recommendation.

The Long Reach Village Association and The Watershed Advisory Committee submit this nomination to the External Relations Committee for approval.
December 2, 2014

John McCoy  
Columbia Association  
Watershed Committee

John:

At its November 18, 2014 meeting the Long Reach Village Board appointed Tim Titus to represent Long Reach on the CA Watershed Committee.

Sincerely,

Rita Seidelman

Rita Seidelman  
Assistant Administrator  
Long Reach Community Association  
410-730-8113
Tim Titus has lived in Long Reach for 36 years. He retired from a career as a Federal Executive at the U.S. Environmental Protection Agency where he managed state, national, and international environmental programs. Tim is a graduate of the Howard County Legacy Leadership Institute for the Environment and served on the Advisory Committee establishing the Watershed Stewards Academy in Howard County. He currently serves as the VP-Environment for the Patapsco Heritage Greenway. He was a nominee for Volunteer of the Year in 1989 for his work in the Howard High School PTA and for addressing Long Reach concerns about growth north of Route 108. Tim is a lawyer by training, a trained mediator and facilitator, and has participated in Maryland Department of Agriculture dispute resolution in Howard County. He lives in Phelps Luck and enjoys walking his dog around Jackson Pond.
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<td>3</td>
<td>2</td>
<td>Alex Hekimian</td>
<td>Include minutes from all Board meetings in all years (as shown on the previous CA website) on the new CA website</td>
<td>3/13/2014</td>
<td>Communications and Community Engagement</td>
<td>4/30/2014</td>
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<td>3</td>
<td>Alex Hekimian</td>
<td>Assess the potential for where a CA community garden could be sited</td>
<td>3/13/2014</td>
<td>Community Building and Open Space</td>
<td>10/31/2014</td>
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<td>5</td>
<td>4</td>
<td>Russ Swatek</td>
<td>Would like more information on stretch goals</td>
<td>3/27/2014</td>
<td>President’s Office/HR</td>
<td>11/3/2014</td>
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<td>5</td>
<td>Andy Stack</td>
<td>Staff to prepare a briefing on the sign variance issue for new Board members</td>
<td>5/23/2014</td>
<td>Community Building and Open Space</td>
<td>6/30/2014</td>
</tr>
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9/23/2014 - The Board has decided to conduct a benefits study and combine that with the 2013 compensation study to create a full benefits study. The benefits study is expected to be completed in early 2015.
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<td>7</td>
<td>6</td>
<td>Board Members</td>
<td>Staff assessment of the covenant enforcement question in the Guilford Industrial Park</td>
<td>5/23/2014</td>
<td>General Counsel</td>
<td>6/30/2014</td>
<td>6/26/2014</td>
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<td>8</td>
<td>7</td>
<td>Gregg Schwind</td>
<td>Questions about fees and user requirements for the Dog Park</td>
<td>5/14/2014</td>
<td>Community Building and Open Space</td>
<td>6/20/2014</td>
<td>6/20/2014</td>
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<tr>
<td>9</td>
<td>8a</td>
<td>Jeanne Ketley</td>
<td>Is it possible to find out the elevation of the docks/boardwalk at the Lakefront at Clydes?</td>
<td>5/28/2014</td>
<td>Construction Department</td>
<td>6/28/2014</td>
<td>6/5/2014</td>
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<tr>
<td>10</td>
<td>8b</td>
<td>Jeanne Ketley</td>
<td>The construction of any bridge/boardwalk regardless of height will require support pilings and footings which is where the debris piles up. How long is the bridge, how many pilings and support ties are being constructed? What is the proposed height of the Lake Kittamaqundi pathway bridge above existing ground level?</td>
<td>05/28/14</td>
<td>Construction Department</td>
<td>6/28/2014</td>
<td>6/5/2014</td>
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<tr>
<td>11</td>
<td>9</td>
<td>Jeanne Ketley</td>
<td>Feasibility of providing electronic newsletter to the residents</td>
<td>6/2/2014</td>
<td>Communications and Community Engagement/IT</td>
<td>7/2/2014</td>
<td>7/2/2014</td>
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| 13     |   | 11         | Nancy McCord  
Recap summary of financial performance of CA golf for the past 10 years | 6/12/2014  | Finance  
6/21/2014  
7/28/2014 |            |                               |
| 14     |   | 12         | Michael Cornell  
Feasibility of an enhanced audio recording system for the Board Room; microphones for each Board member; and video streaming of Board meetings | 6/18/2014  | President’s Office  
9/18/2014  
9/18/2014 |            |                               |
| 15     |   | 13         | Audit Committee  
Develop strategies to enhance utilization of village center facilities to increase revenue streams for village associations | 7/2/2014  | Community Services  
4/30/2015  
2/11/2015 |            |                               |
| 16     |   | 14         | Alan Klein  
Would like minutes for any meetings at which the CA Board, in open or closed session, discussed the Easement agreement with the Inner Arbor Corporation | 7/24/2014  | President’s Office/General Counsel  
8/24/2014  
8/21/2014 |            |                               |
| 17     |   | 15         | Russ Swatek  
Please send him all Quarterly Reports and Annual Reports from the Inner Arbor Trust and put him on the distribution list for all such future reports. | 8/19/2014  | President’s Office/Finance  
9/19/2014  
9/12/2014 |            |                               |
| 18     |   | 16a        | Russ Swatek  
Please provide the process by which CA determines what entities receive grants from CA and the amount to be granted. | 8/21/2014  | Life Services (Michelle Miller)  
9/21/2014  
9/15/2014 |            |                               |
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| 1 |   |   |   |   |   |   | **Board Request Tracking Log**  
|   |   |   |   |   |   |   | **FY 15**  
|   |   |   |   |   |   |   | **As of April 3, 2015**  
|   |   |   |   |   |   |   |  
|   |   |   |   |   |   |   |  
|   |   |   |   |   |   |   |  
|   |   |   |   |   |   |   |  
| 19 | 16b | Russ Swatek | Please provide a list of the entities that received grants from CA and the amount of each for FY 2013 and FY 2014. | 8/21/2014 | Life Services (Michelle Miller) | 9/21/2014 | 9/15/2014  
| 20 | 16c | Russ Swatek | Please provide a list of the entities that are anticipated to have received or will receive grants from CA and the amounts for FY 2015 and FY 2016. | 8/21/2014 | Life Services (Michelle Miller) | 9/21/2014 | 9/15/2014  
| 21 | 17 | Michael Cornell | Requested an overview of if and how CA uses pesticides especially neonicotinoids. | 9/22/2014 | Community Building and Open Space | 10/22/2014 | 10/21/2014  
| 22 | 18 | Alan Klein | Include Inner Arbor reports in each month’s President’s Report, as required. | 9/11/2014 | President’s Office | On-going | On-going  
| 23 | 19 | Michael Cornell | Include the subject of a living wage in the kick-off meeting with the consultants conducting the benefits study | 10/23/2014 | Human Resources | 12/31/2014 | 11/20/2014  
| 24 | 20 | Michael Cornell | Questions about pay increases, diversity in hiring for Haven on the Lake, funds for research/engineering studies for capital projects | 10/30/2014 | Human Resources/CFO’s Office | 12/15/2014 | 12/19/2014  
| 25 | 21 | Alan Klein | Legal Opinion re: request to post Team Member Handbook on the website | 11/1/2014 | General Counsel | 12/1/2014 | 11/24/2014  


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<tr>
<td>26</td>
<td>24</td>
<td>Nancy McCord</td>
<td>How much money does Splashdown make or lose each year?</td>
<td>3/20/2015</td>
<td>Sport &amp; Fitness/CFO</td>
<td>4/20/2015</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>23</td>
<td>Gregg Schwind</td>
<td>Please provide a list of all ‘rates and fees’ that CA charges people in connection with our memberships and/or the use of our facilities, but only to the extent that the rates and fees are not on the budget document ‘Proposed Rates’ that the Board approved on February 12. ‘Rates and fees’ includes any and all charges for any purpose, with the exception of merchandise. Please include the name, amount and a brief description of each rate or fee.</td>
<td>3/10/2015</td>
<td>CEO/CFO/Communications &amp; Marketing &amp; Haven on the Lake</td>
<td>4/30/2015</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>22</td>
<td>Gregg Schwind/Reg Avery</td>
<td>Question about indemnification and insurance requirements for organizations such as PTA renting CA’s sports facilities</td>
<td>1/20/2015</td>
<td>General Counsel</td>
<td>2/20/2015</td>
<td>1/29/2015</td>
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## Resident Request Tracking Log
### FY 15
#### As of April 3, 2015

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<tr>
<th>Number</th>
<th>Originator</th>
<th>Issue/Task Description</th>
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<th>Assigned To (Department)</th>
<th>Due Date</th>
<th>Closed Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Ed Coleman</td>
<td>Information on ERC meetings held outside of the regular meetings schedule, including when the meetings were held, who participated, where they occurred, and what was on the agendas.</td>
<td>5/23/2014</td>
<td>Chief Staff Liaison-ERC</td>
<td>6/30/2014</td>
<td>6/23/2014</td>
</tr>
<tr>
<td>2a</td>
<td>Joel Hurewitz</td>
<td>Please provide the dates during which the following were the resident agents of the Columbia Association: Padraic M. Kennedy, Corporation Trust Incorporated, and Shelby A. Tucker King.</td>
<td>6/11/2014</td>
<td>General Counsel</td>
<td>7/11/2014</td>
<td>7/11/2014</td>
</tr>
<tr>
<td>2b</td>
<td>Joel Hurewitz</td>
<td>Please also provide the names and addresses, and associated dates during which any other persons or businesses served as resident agent since April 15, 1991.</td>
<td>6/11/2014</td>
<td>General Counsel</td>
<td>7/11/2014</td>
<td>7/11/2014</td>
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<tr>
<td>3</td>
<td>Alan Klein (on behalf of a resident)</td>
<td>Issues and questions regarding how the Columbia Association and the Inner Arbor Trust have handled the redevelopment of Symphony Woods Park.</td>
<td>7/10/2014</td>
<td>President’s Office/General Counsel</td>
<td>9/10/2014</td>
<td>9/3/2014</td>
</tr>
<tr>
<td>4</td>
<td>Tom Coale</td>
<td>Appropriate documentation needed for foster children to be included in a ‘family plan’ membership.</td>
<td>8/8/2014</td>
<td>Membership Services</td>
<td>9/12/2014</td>
<td>8/14/2014</td>
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<td>8</td>
<td>Joel Hurewitz</td>
<td>Please provide a copy of the Attorney General Opinion from 2008 re: the ‘leave, sell or donate’ language of the CA Charter in FIFTH (3).</td>
<td>1/13/2015</td>
<td>General Counsel</td>
<td>2/13/2015</td>
<td>2/2/2015</td>
</tr>
<tr>
<td>9</td>
<td>Joel Hurewitz</td>
<td>Does the Board ever pass resolutions or has the Board in the past given any approval regarding the sale of investments including, but not limited to, U.S. Government mortgage bonds and treasuries or the sale or donation of any equipment?</td>
<td>1/16/2015</td>
<td>CFO's Office</td>
<td>3/31/2015</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Joel Hurewitz</td>
<td>When did the CA Board approve the language in the Inner Arbor Declaration of Restrictive Covenants and Easement Agreement?</td>
<td>2/23/2015</td>
<td>General Counsel</td>
<td>4/15/2015</td>
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## Resident Request Tracking Log

**FY 15**

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