

# County Council Of Howard County, Maryland

2010 Legislative Session

Legislative Day No. 8

## Resolution No. 103-2010

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

A RESOLUTION approving and authorizing the execution of a Development Rights and Responsibilities Agreement by and between Camilla Carroll and Philip D. Carroll and Howard County, Maryland in accordance Title 16, Subtitle 17 of the Howard County Code.

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Introduced and read first time \_\_\_\_\_, 2010.

By order \_\_\_\_\_  
Stephen LeGendre, Administrator

Read for a second time at a public hearing on \_\_\_\_\_, 2010.

By order \_\_\_\_\_  
Stephen LeGendre, Administrator

This Resolution was read the third time and was Adopted\_\_\_, Adopted with amendments\_\_\_, Failed\_\_\_, Withdrawn\_\_\_, by the County Council on \_\_\_\_\_, 2010.

Certified By \_\_\_\_\_  
Stephen LeGendre, Administrator

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

1           **WHEREAS**, Article 66B, § 13.01 of the Maryland Annotated Code grants  
2 Howard County the authority to establish procedures and requirements for the  
3 consideration and execution of Development Rights and Responsibilities Agreements;  
4 and

5  
6           **WHEREAS**, the Howard County Council adopted Council Bill No. 4-2010 on  
7 March 1, 2010, effective May 4, 2010, that enacted Sections 16.1700 *et seq.* of the  
8 Howard County Code authorizing the County to enter into Development Rights and  
9 Responsibilities Agreements; and

10  
11           **WHEREAS**, a Development Rights and Responsibilities Agreement (the  
12 “Agreement”) between Camilla Carroll and Philip D. Carroll (collectively, the  
13 “Carrolls”) and Howard County, substantially in the form attached to this Resolution as  
14 Exhibit A, is intended to constitute a Development Rights and Responsibilities  
15 Agreement as provided for in Article 66B and the Howard County Code; and

16  
17           **WHEREAS**, the Carrolls own certain real property in Howard County, Maryland,  
18 described on Howard County Tax Map No. 25, Parcel 71 consisting of approximately  
19 892.6 acres (“Doughoregan” or “Property”), as shown on Exhibit 1 to the Agreement;  
20 and

21  
22           **WHEREAS**, the home on the Property, Doughoregan Manor, was the country  
23 home of Charles Carroll of Carrollton; a planter, landowner, politician, United States  
24 Senator, and the only Roman Catholic signer of the Declaration of Independence; and

25  
26           **WHEREAS**, Charles Carroll of Carrollton was the last surviving signer of the  
27 Declaration of Independence and is buried in the family chapel attached to the north end  
28 of the Manor; and

29  
30           **WHEREAS**, Doughoregan Manor is the only home of a signer of the Declaration  
31 of Independence that is still in family ownership; and

1           **WHEREAS**, as part of a comprehensive, multi-part strategy for the preservation  
2 of Doughoregan, 75 acres are already protected in a permanent preservation easement;  
3 and

4  
5           **WHEREAS**, by passage of Council Bill No. 32-2010, the County is authorized to  
6 enter into an Installment Purchase Agreement to acquire a permanent agricultural land  
7 preservation easement on 500 acres at Doughoregan; and

8  
9           **WHEREAS**, the Carrolls are in the process of developing a strategy for  
10 preserving the approximately 90-acre historic core that includes the Manor House and  
11 numerous historic outbuildings; and

12  
13           **WHEREAS**, the Carrolls intend to develop approximately 221.1 acres of  
14 Doughoregan with not more than 325 single family detached residential dwelling units,  
15 substantially in the manner as set forth in Exhibit 2 to the Agreement; and

16  
17           **WHEREAS**, also as part of the Agreement, the Carrolls are offering to donate  
18 approximately 36 acres as an addition to the Kiwanis-Wallis Park; and

19  
20           **WHEREAS**, on or about March 19, 2010, the Carrolls petitioned Howard County  
21 to enter into the Agreement; and

22  
23           **WHEREAS**, pursuant to Section 16.1704 of the Howard County Code, on or  
24 about April 1, 2010, Howard County accepted the Carroll's petition and initiated the  
25 process of considering a Development Rights and Responsibilities Agreement; and

26  
27           **WHEREAS**, pursuant to Section 16.1704(b)(2) of the Howard County Code, the  
28 Agreement was referred to the Howard County Planning Board for a determination of  
29 whether the Agreement is consistent with the 2000 General Plan, as amended; and

30

1           **WHEREAS**, at a public meeting held on June 17, 2010, the Howard County  
2 Planning Board determined that the Agreement was consistent with the General Plan and  
3 a copy of the determination by the Howard County Planning Board is attached to the  
4 Agreement as Exhibit 5; and

5  
6           **WHEREAS**, a public hearing was held before the County Council on July 19,  
7 2010; and

8  
9           **WHEREAS**, the criteria set forth in Title 16, Subtitle 17 of the Howard County  
10 Code have been met and the County Executive may execute the Agreement.

11  
12           **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard  
13 County, Maryland this \_\_\_\_ day of \_\_\_\_\_, 2010 that the Development Rights  
14 and Responsibilities Agreement, substantially in the form attached as Exhibit A, having  
15 met the criteria set forth in Title 16, Subtitle 17 of the Howard County Code is hereby  
16 approved.

17  
18           **AND BE IT FURTHER RESOLVED**, that the County Executive is hereby  
19 authorized to execute the Development Rights and Responsibilities Agreement in the  
20 name of and on behalf of the County.

## DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT

THIS DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this "Agreement"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between CAMILLA CARROLL and PHILIP D. CARROLL, individuals, (collectively referred to as the "Carrolls") and HOWARD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland ("Howard County"). The Carrolls and Howard County are hereinafter referred to collectively as the "Parties".

### RECITALS

1. Maryland law, Article 66B, § 13.01 of the Maryland Annotated Code ("Article 66B"), grants Howard County the authority to establish procedures and requirements for the consideration and execution of Development Rights and Responsibilities Agreements.

2. Howard County Council adopted Council Bill No. 4-2010 on March 1, 2010, effective May 4, 2010, creating Sections 16.1700 *et seq.* of the Howard County Code authorizing Howard County to enter into Development Rights and Responsibilities Agreements ("County Ordinance").

3. This Agreement is intended to constitute a Development Rights and Responsibilities Agreement as provided for in Article 66B and the County Ordinance.

4. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map No. 25, Parcel 71 consisting of 892.6 AC ± as shown and described on the attached **EXHIBIT 1** hereto and made part hereof ("Doughoregan" or "Property").

5. The Carrolls intend to develop a 221.1 AC ± portion of Doughoregan as depicted on the attached **EXHIBIT 2** (the "Site") with not more than 325 single family detached residential dwelling units substantially in the manner as set forth in **EXHIBIT 2** (the "Project"). A legal description of the Site is attached hereto as **EXHIBIT 3**.

6. The names of all parties having an equitable or legal interest in Doughoregan, including lien holders, are set forth in the title opinion letter, attached hereto as **EXHIBIT 4**, and made a part hereof.

7. On or about March 19, 2010, the Carrolls petitioned Howard County to enter into this Agreement.

8. On or about April 1, 2010, Howard County reviewed this petition and determined to accept this petition and initiate the process of considering a Development

Rights and Responsibilities Agreement.

9. This Agreement was negotiated between the Carrolls and the Howard County Executive.

10. This Agreement was referred to the Howard County Planning Board for determination of whether this Agreement is consistent with the 2000 General Plan as amended. At a public meeting held on June 17, 2010, the Howard County Planning Board determined that this Agreement was consistent with the General Plan. The determination by the Howard County Planning Board is attached hereto as **EXHIBIT 5**.

11. On \_\_\_\_\_ 2010, the Howard County Council held a duly advertised public hearing on this Agreement in accordance with Howard County law, and approved this Agreement on \_\_\_\_\_ by Council Resolution \_\_\_\_\_.

12. Any other agreements between the Carrolls and Howard County, including a signed commitment letter dated May 18, 2010 for the sale of the development rights to 500 acres of the Property under the Howard County Agricultural Land Preservation Program (the "Commitment Letter"), a copy of which is attached hereto as **EXHIBIT 6**, an Option Agreement for Agricultural Preservation Easement for the portion of the Property in the Commitment Letter (the "Option Agreement"), a copy of which is attached hereto as **EXHIBIT 7**, remains in full force and effect and is intended to be harmonious with this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are not merely prefatory but are hereby incorporated into and made a part of this Agreement, and the mutual covenants and agreements as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Carrolls and Howard County hereby agree as follows:

ARTICLE I  
DEFINITIONS

1.1 Definitions. Unless otherwise defined in this Agreement, the following words, when used in this Agreement, shall have the following meanings:

A. "Agreement" means this Development Rights and Responsibilities Agreement.

B. "APFO Approval" means approval by Howard County Department of Planning and Zoning of applicable Adequate Public Facilities Ordinance tests for the Project or any portion thereof in accordance with the provisions of Section

16.1100 *et seq.* of the Howard County Code.

C. "Howard County" means Howard County, Maryland, a body corporate and politic.

D. "Carrolls" means Camilla Carroll and/or Phillip D. Carroll and/or their respective agents, purchaser(s), heir(s), assignee(s) or successor(s) in interest.

E. "Commitment Letter" means the executed letter dated April 14, 2010 for the Carrolls' sale of the development rights on 500 acres of the Property in Howard County pursuant to the Agricultural Preservation Act. Upon the execution of this Agreement and the Option Agreement, notwithstanding paragraph 10 of the Commitment Letter, the obligations of the Parties shall be governed by this Agreement and the Option Agreement and binding subject to the provisions of these agreements.

F. "County Code" or "Howard County Code" means the Code of Howard County, Maryland and any other laws of Howard County including its regulations, resolutions, the Howard County Design Manual, master plan(s), design criteria or any other provision having the force and effect of law which are in effect on the Effective Date of this Agreement.

G. "County Ordinance" means Howard County Council Bill No. 4-2010 creating Sections 16.1700 *et seq.* of the Howard County Code and authorizing Development Rights and Responsibilities Agreements.

H. "Development Approval" means that final governmental approval of Subdivision Plat(s), Site Development Plans, Adequate Public Facilities Ordinance ("APFO") requirements, sewer and/or water approvals, as applicable, has been obtained for the Project or each respective portion and phase of the Project, and that all conditions of said approval have been satisfied with all applicable appeal period(s) having expired without the filing of any appeal, or, if an appeal(s) was filed, a final unappealable decision.

I. "DPZ" means the Howard County Department of Planning and Zoning.

J. "Effective Date of this Agreement" means the date the last party executes this Agreement.

K. "Improvements" means those improvements to be made to roads, sewer, water, storm water, and other facilities necessary to service the Project.

L. "Land Records" means the land records of Howard County,

Maryland.

M. "Parkland" means the parcel which shall contain a total of thirty-six (36) acres of land, more or less, be adjacent to Kiwanis-Wallis Park and shall substantially conform to the area indicated on EXHIBIT 2, and shall be conveyed to the County by the Carrolls as set forth in Section 3.4 hereof.

N. "Phase" means any portion of the Project that has received Development Approval.

O. "Planning Board" means the Planning Board for Howard County Maryland.

P. "Property" means the Carroll's fee simple real property in Howard County, Maryland, shown on Howard County Tax Map No. 25 as Parcel 71 consisting of 892.6 AC ± as shown and described on the attached **EXHIBIT 1** hereto and made part hereof.

Q. "Site" means the 221.1 AC ± portion of the Property as depicted on the attached **EXHIBIT 2** (the "Site") which shall be developed with not more than 325 single family detached residential dwelling units substantially in the manner as set forth in **EXHIBIT 2** (the "Project"). A legal description of the Site is attached hereto as **EXHIBIT 3**.

R. "Subdivision Plat" means a final plat(s) of subdivision for the Project or any phase or portion thereof, prepared in accordance with the County Code and approved by DPZ and/or the Planning Board.

S. "Subdivision Regulations" means the Title 16, Subtitle 1 of the Howard County Code in effect on the Effective Date of this Agreement.

T. "Zoning Regulations" or "HCZR" means the Howard County Zoning Regulations in effect on the Effective Date of this Agreement.

## ARTICLE II ZONING, LIMITATIONS, PLAN APPROVALS AND PLAN CONSISTENCY

2.1 Zoning and Plan Designations. The Site is zoned R-ED on the Howard County Zoning Map. The Site is a) located within the Planned Service Area for Water and Sewer as contained in the 2000 General Plan, as amended; and (b) designated as

“Residential Areas” on Map 7-1 of the General Plan Policies Map 2000-2020, as amended. In the event that the zoning for the Site is no longer R-ED (or the subsequent equivalent of such zoning classification) or the Site is no longer within the Planned Service Area for Water and Sewer as contained in the 2000 General Plan or any subsequent Howard County General Plan, the obligations and responsibilities of the Parties in this Agreement shall terminate without further action.

2.2 Developable Area. The physical area of the Site that is available for development consists of those areas that are generally shown on the concept plan attached hereto as EXHIBIT 2. With the exception of the area of land described in the provisions of Section 3.4 below, the developable areas are intended to encompass all of the land areas of the Site which are not precluded from development by the Subdivision Regulations. The Parties acknowledge that the exact size, shape and configuration of one or more of these areas may be adjusted from the area shown on EXHIBIT 2 based on final surveying, engineering, and design of the Project. Except as provided in Section 8.1C of this Agreement, this developable area may not be expanded, reduced, limited or otherwise altered by any legislative, executive or quasi-judicial action of Howard County including, but not limited to, a comprehensive rezoning, a piecemeal rezoning, or the enactment of ordinances, resolutions, rules or regulations, or the interpretation thereof (such as forest conservation or stream buffer ordinances), which would result in a reduction of the developable areas of the Site.

2.3 Development Limitations. The permissible uses on the Site shall be limited to single-family detached housing units and uses accessory thereto under Section 107 of the Zoning Regulations. The development requirements of the Project, such as setbacks, lot area, building height, open space, lighting, and parking, will be subject to the provisions and limitations as set forth in the Zoning Regulations and other applicable provisions of the County Code.

A. The total density of residential development on the Site shall not exceed three hundred twenty-five (325) single-family detached dwelling units as defined in the Zoning Regulations.

B. The design of the Site, including the lots, roads and open spaces indicated thereon, shall substantially conform to the concept plan attached hereto as EXHIBIT 2.

2.4 APFO Approval. The Carrolls shall be required to obtain APFO Approval for the Project.

2.5 Other Development Approvals and Permits. All sections of the Project shall be required to obtain all applicable Development Approvals and all other applicable requirements of the County Code for land development, including but not

limited to site improvement plans (for water, sanitary sewer, storm water management and storm drainage and sediment and erosion control improvements), forest conservation requirements, Subdivision Plat(s) including any required dedications of land consistent with the County Code, building permits, and occupancy permits. The Project shall also be required to obtain all applicable Maryland or federal approval(s) and permits.

2.6 Regulation and Master Plan Consistency. Howard County has determined that the Project and this Agreement are consistent with the Howard County General Plan. The Planning Board has determined that this Agreement is consistent with the Howard County General Plan.

2.7 Public Health, Safety and Welfare. Howard County has determined that development of the Project in accordance with the Zoning Regulations and County Code and the terms and provisions of this Agreement will ensure that the public health, safety and welfare of the citizens of Howard County are protected.

ARTICLE III  
ROAD IMPROVEMENTS, SEWER IMPROVEMENTS,  
WATER IMPROVEMENTS AND OTHER COMMUNITY AMENITIES

3.1 Road Improvements.

A. APFO Required Road Improvements. The Carrolls shall be required, as a condition of APFO Approval, to make or contribute funds towards certain road improvements to serve the Project, and to convey any rights-of-way needed for the construction of the road improvements as required by APFO.

B. Road Connection to Burnside Drive. The Carrolls agree not to construct any roads that would connect the Site or any portion thereof to Burnside Drive. Furthermore, Howard County agrees to honor Howard County Council Resolution 43-1989's termination of Burnside Drive and, therefore, not require the connection of the Site to Burnside. Howard County shall, furthermore, neither exercise nor threaten to exercise its power of eminent domain so as to connect Burnside Drive to the Site

1. In the event that some other governmental or regulatory agency would require an easement or other accommodation in order to facilitate emergency vehicle access to the Site, the Carrolls may propose an alternative plan to provide such access provided, however, that in no event shall the Carrolls provide for the aforementioned road connection to Burnside.

2. In furtherance of the action necessary to fulfill the intent of this Section 3.1.B, the Carrolls shall subdivide and create an open space lot

comprising the land fronting on Burnside Drive (the “Burnside Drive Open Space Lot”). The Carrolls shall work with the residents of Ridge Lake and Chateau Ridge, including the Chateau Ridge Lake Community Association (“CRLCA”), to effect a transfer by deed for the fee simple interests to the Burnside Drive Open Space Lot to the CRLCA and/or other individuals identified by the CRLCA for sum of one dollar (\$1.00). The transfer of the Burnside Drive Open Space Lot shall be submitted to DPZ with the final deed for the Subdivision Plat, and shall be recorded in the Land Records with the Subdivision Plat.

C. To further effect the purposes of the intent of this Section 3.1.B, the Carrolls shall ensure that the Subdivision Plat will create at least two (2) residential single-family detached lots near and impeding the terminus of Burnside Drive such that Burnside Drive could not be extended westward without the demolition of homes on these two or more lots.

### 3.2 Sewer Improvements.

A. The Parties agree with the goal of minimizing increases in wastewater flow and the nutrient concentration in wastewater directed to the Little Patuxent Wastewater Reclamation Plant as a condition of Development Approval. In furtherance of this obligation, the Carrolls agree to abide by the terms of the proposed plan of action as set forth in **Exhibit 8**. The Carrolls shall be responsible for the payment of costs for the construction of sewer utilities for the Project to achieve the goal. Such costs may include the wastewater facility design, engineering, testing, bonding and, if necessary, acquisition of off-site easements for the improvements determined appropriate by the wastewater flow study (“Wastewater Mitigation Cost”) provided, however, that in no event shall the Carrolls be required to expend greater than One Million Dollars (\$1,000,000) for the Wastewater Mitigation Cost.

B. In addition to the Wastewater Mitigation Costs, the Carrolls shall construct and/or be obligated to incur the following improvements and/or costs:

1. Replacement and increase in sizing of portions of the existing eight (8) inch sewer line currently on the Site, which portions are determined in the reasoned opinion of Howard County to be undersized;

2. Application, incorporation and payment of all fees for Metropolitan District incorporation, which application due to its ministerial nature shall be approved by Howard County.

C. No building permit(s) for residential dwelling unit(s) on the Site shall be issued until (i) Capital Project S-6274 is funded for construction and (ii) the existing sewer line improvements in Section 3.2.B.1 are completed. A grading permit shall not

be construed to be a building permit.

3.3 Water Improvements. The Carrolls shall be required to make certain water improvements for the Project as a condition of Development Approval. The Carrolls shall be responsible for the payment of all construction of water utilities for the Project, to include site design, engineering, testing and bonding. Additionally, the Carrolls shall construct and incur the following improvements and costs:

- A. All necessary permit approval(s);
- B. Application, incorporation and payment of all fees for Metropolitan District incorporation, which application due to its ministerial nature shall be approved by Howard County.

3.4 Dedication of Land to Howard County. The Carrolls shall dedicate to Howard County a parcel of land on the east side of the Site for use as a County park or other public, recreational use determined by the County to best serve the interest of the public ("Parkland"). This parcel shall contain a total of thirty-six (36) acres of land, more or less, be adjacent to Kiwanis-Wallis Park and shall substantially conform to the area indicated on EXHIBIT 2. The conveyance of this parcel to the County shall be dedicated as Open Space in accordance with the County Code.

The timeline for dedication of this parcel to the County shall be as follows:

- A. The Carrolls shall submit a proposed plat of the Parkland to DPZ within one hundred eighty (180) days after execution of this Agreement.
- B. The Carrolls shall convey the deed for the Parkland to Howard County with the submission of the first Subdivision Plat for County signature and recordation in accordance with the Subdivision Regulations following the fulfillment of the Conditions Precedent of section 1.2 of the Option Agreement. In the alternative, the Carrolls may in their sole discretion deed the Parkland to Howard County in any legal manner as directed by Howard County.
- C. The Parkland to be conveyed to Howard County shall be eligible to be treated in accordance with the provisions of the HCZR and/or County Code as Open Space and is eligible to be included toward satisfaction of subdivision, site plan and/or other Development Approval requirements.

#### ARTICLE IV

PRESERVATION OF AGRICULTURAL LANDS AND  
LIMITATIONS ON DEVELOPMENT

Agricultural Preservation. The Carrolls have agreed to place an agricultural land preservation easement on approximately 500 acres of the Property in accordance with Howard County's Agricultural Land Preservation Program pursuant to the terms of the Commitment Letter and the Option Agreement. A legal description of the 500 acres is attached hereto as **EXHIBIT 9**. Nothing in this Agreement shall be construed to supersede either the Carrolls' or Howard County's obligations under the Option Agreement.

4.1

- A. Notwithstanding any provision in this Agreement to the contrary, all **of the** obligations and responsibilities in this Agreement shall terminate in the event that Howard County does not exercise its option under the Option Agreement
  
- B. Prior to Howard County's exercise of its option under the Option Agreement, The Carrolls shall not submit and Howard County shall have no obligation to approve for recordation any Subdivision Plat for the Property creating any individual lots meeting the bulk requirements of R-ED zoning for single family detached housing.
  
- C. The Parties further agree that each shall take all actions required to promptly return the Site to a rural conservation zoning classification (now known as "RC") in the event the County has not acquired the agricultural land preservation easement under the Commitment Letter by January 1, 2013, which date may be extended under the terms of the Option Agreement. Upon the final, unappealable approval of the rural classification zoning approval for the Site, the County shall terminate its right to acquire the Agricultural Land Preservation Easement under the Commitment Letter.

4.2 Covenant Against Residential Subdivision of the Core. The Carrolls shall execute and record In the Land Records a perpetual covenant to prevent further subdivision of the approximately ninety-four (94) acres of the property around the main Manor House of the Property (the "Core") with the Howard County Conservancy or other organization determined to be acceptable to Howard County which organization shall hold the enforcement rights to the restrictive covenant. A legal description of the Core is attached hereto as **EXHIBIT 10**.

4.3 The Parties agree that the use of certain funds to be received by the

Carrolls pursuant to the anticipated development of the Site shall be used to ensure funding for the restoration and ongoing maintenance of the Manor House and historic outbuildings on the Property. The Parties agree that the Carrolls will be obligated to:

- 4.3.1 Establish a fund in the amount of Two Million Dollars (\$2,000,000) to be specifically allocated towards such purpose (the "Fund");
- 4.3.2 To provide evidence to Howard County, at such times as Howard County may reasonably request (but not more often than once per year), of such Fund and invoices evidencing the use of such funds for the purposes as specified in paragraph 4.3 above.
  - 4.3.2.1 The funding of the Fund will be accomplished by the Carrolls placing in the Fund after-tax sums received by the Carrolls from the Project, in an amount equal to fifty percent (50%) of any such after-tax sums, until the Fund has reached a sum of Two Million Dollars (\$2,000,000), minus any sums the Carrolls have spent for such restoration and ongoing maintenance from the date of this Agreement to the date of such funding.
  - 4.3.2.2 The establishment of the Fund and the use of the proceeds thereof for such restoration and maintenance shall be the sole obligation of the Carrolls pursuant to this Agreement for such restoration and maintenance.

ARTICLE V  
DEVELOPMENT REVIEW

5.1 Timely Development Review. Howard County agrees to use its best efforts in accordance with applicable rules and regulations to ensure that the processing and review of Development Approvals, including, but not limited to, APFO Approvals, subdivision plans, site development plans, issuance of building permits and occupancy permits, are performed in a succinct, timely manner, without undue delay, consistent with the County's current development review process, and that such processing and review will not be subjected to any delay or any moratorium except in accordance with the terms of this Agreement.

5.2 Timely Submission of Documents. The Carrolls agree to use their best efforts to submit and process plans and legal documents for the items set forth in Section 5.1 above in a timely manner.

ARTICLE VI  
SURVIVAL AND TRANSFER OF OBLIGATION

6.1 Nature, Survival, and Transfer of Obligations. The Carrolls agree that this Agreement shall run with the land and be binding upon and inure to the benefit of the Carrolls and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Site (except owners of an individual lot improved as part of the Project and pursuant to a validly issued building permit). To assure that all such successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Carrolls agrees that it shall:

A. Have this Agreement recorded among the Land Records of Howard County within twenty (20) days after the Effective Date of this Agreement; and

B. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into after the Effective Date of this Agreement for the sale of all or any portion of the Site.

C. Prior to the transfer of all or any portion of the Site (except the transfer of an individual lot solely for use as a private residence), or any equitable interest therein, require the transferee to execute an enforceable written agreement, in a form reasonably satisfactory to Howard County, binding transferee to this Agreement.

6.2 Binding Upon Successors and Assigns of Howard County. Howard County agrees that all obligations assumed by it under this Agreement shall be binding on it, its agencies, employees, governmental units, the Planning Board and its and their respective successors and assigns.

ARTICLE VII  
BREACH AND REMEDIES

7.1 Breach by Carrolls. If the Carrolls shall fail or refuse to perform its obligations as required, then after sixty (60) days from receipt of written notice provided to the Carrolls by Howard County indicating the nature of the default and if the Carrolls have not cured the default, the County may seek equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction, or declare this Agreement null and void and cease the issuance of building permits and review of development plans. Should the remedies of specific performance or injunction not be available to Howard County because of actions of Carrolls, then Howard County shall be entitled to bring a legal action for damages.

7.2 Breach by Howard County. If Howard County shall fail or refuse to perform its obligations as required, then after sixty (60) days from receipt of written notice provided to Howard County by the Carrolls indicating the nature of the default and if Howard County has not cured the default, the Carrolls may seek equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or an injunction.

7.3 Jurisdiction and Venue. Jurisdiction and venue for any proceedings brought with respect to this Agreement shall be in the Circuit Court for Howard County, Maryland.

7.4 Waiver of Trial by Jury. Carrolls and Howard County do hereby waive trial by jury in connection with any proceedings brought to enforce the terms of this Agreement.

7.5 Agreement to Petition for Rezoning. In the event this Agreement is determined unenforceable by any Court, then the Parties agree that this paragraph shall survive such determination and the Carrolls agree to file a request to rezone the Site to a rural zoning classification equivalent to the RC zoning classification in effect on the date of this Agreement.

## ARTICLE VIII EFFECT OF DEVELOPMENT REGULATIONS

### 8.1 Effect of Agreement.

A. Carrolls must comply with all federal, Maryland and local laws existing on the Effective Date of this Agreement.

B. Except as provided in Section 8.1.C herein, the laws, rules, regulations and policies, which govern the use, density or intensity of the Site shall be the laws, rules, regulations and policies, if any, in force on the Effective Date of the Agreement.

C. If Howard County determines that compliance with a law(s) enacted or adopted after the Effective Date of this Agreement is essential to ensure the health, safety or welfare of residents of all or part of Howard County, this Agreement may not prevent Howard County from requiring the Carrolls to comply with those laws, rules, regulations and policies.

D. In the event Howard County takes any action to subject the Project to any new or modified law(s) after the Effective Date of this Agreement under Section 8.1.C above or modifies the Zoning or Comprehensive Plan land use designations of the

Site, or the density of the Project, as set forth in this Agreement, which reduces the number of residential dwelling units by more than three and one-half percent (3.5%) (“Howard County Action”), Carrolls shall be relieved of any remaining obligation under this Agreement. Additionally, the Carrolls shall be relieved of any obligation subsequent to the date of the Howard County Action, including any obligation to make any payments required under this Agreement that are not due and payable and are unpaid as of the date of the Howard County Action.

8.2 Approvals Required. Carrolls shall obtain all approvals necessary under any provision of local, Maryland or federal law before proceeding with development of the Project. This Agreement does not address any approvals required by Maryland or federal law, and Carrolls shall be responsible for obtaining any approvals required by local, Maryland, or federal law.

8.3 Fees. Carrolls shall pay all fees (specifically including but not limited to excise taxes, surcharges and water and sewer connection fees) required by the County at the time of the Effective Date of this Agreement at the rate in effect at the time the fee is due. Nothing in this Agreement shall be construed as a waiver or reduction of any such fee.

8.4 Growth Control Delay. In the event that a “Growth Control Delay” (as hereinafter defined) is imposed, then any deadline concerning (i) the Carrolls’ obligation to construct, install, fund or post financial guarantees for (a) the infrastructure improvements required pursuant to any Development Approval for the Project in accordance with the phasing requirements set forth therein, and (b) the road improvements described in Article III of this Agreement; and, (ii) the Carrolls’ obligation to dedicate the Parkland to the County or the obligations contained in the provisions of Article III of this Agreement, shall be extended for one (1) additional day for each day during which such Growth Control Delay exists, and the Project shall not be subjected to any additional regulation, legislation, limitation, phasing, contributions, penalties or delay in construction, or issuance of zoning certificates/building permits solely as a result of the Growth Control Delay. The term “Growth Control Delay” shall mean any and all delays caused during APFO Approval and/or the implementation or declaration by the United States Government, State of Maryland, Howard County, and/or any agency, department, division and/or branch thereof for purposes of a limitation, prohibition, restriction and/or phasing upon the review, recording, development and construction upon lots on the Site as intended by Carrolls, which is deemed to be essential to ensure the public health, safety, and welfare of County residents as determined in accordance with Section 8.1.C above.

ARTICLE IX  
MISCELLANEOUS

9.1 Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

9.2 Term.

A. This Agreement shall constitute covenants running with the land and shall run with and bind the Site. This Agreement shall terminate and be void on the tenth (10<sup>th</sup>) anniversary of the Effective Date of this Agreement, unless extended by an amendment to this Agreement complying with all procedures required in this Agreement, the County Ordinance and Maryland Law or in accordance with Section 8.5 above or unless terminated by agreement of the Parties or as permitted by law.

B. Nothing in this Section shall be construed to supersede the term(s) as set forth in any other agreement(s) between the Carrolls and Howard County

9.3 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below; or (2) on the third business day after being deposited in any main or branch United States post office for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below

Notices and communications to the Carrolls shall be addressed and delivered to the following address:

Camilla and Phillip D. Carroll  
3500 Manor Lane  
Ellicott City, MD 21042

with a copy to:

Joseph Rutter  
5300 Dorsey Hall Drive  
Ellicott City, MD 21042

Sang W. Oh, Esq.  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042

James L. Wright, Esq.  
750 E. Pratt Street  
Suite 900

Baltimore, MD 21202

Notices and communications to the Howard County shall be addressed and delivered to the following address:

Howard County Executive  
3430 Courthouse Drive  
Ellicott City, MD 21043

With a copy to:

Howard County Solicitor  
3430 Courthouse Drive  
Ellicott City, MD 21043

Director, Department of  
Planning and Zoning  
3430 Courthouse Drive  
Ellicott City, MD 21043

Chair, Howard County Council  
3430 Courthouse Drive  
Ellicott City, MD 21043

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

9.4 Amendments. The Parties to this Agreement may terminate the Agreement by mutual consent after Howard County holds a public hearing and complies with all applicable laws of the County Ordinance concerning amendment of a Development Rights and Responsibilities Agreement. All amendments to this Agreement shall be in writing and shall be executed by Howard County and the Carrolls. Unless the Planning Board determines that the proposed amendment is consistent with the Howard County General Plan, the Parties may not amend or terminate this Agreement, and Howard County may not suspend or terminate the Agreement.

9.5 Termination or Suspension. The Parties to this Agreement may terminate or suspend the Agreement by mutual consent after Howard County holds a public hearing and complies with all applicable laws concerning termination or suspension of a Development Rights and Responsibilities Agreement as set forth in Howard County Ordinance. If Howard County determines that a suspension or termination is essential to ensure the public health, safety or welfare, as determined in accordance with Section 8.1.C above, Howard County may suspend or terminate this Agreement following a public hearing. Any such unilateral termination of this Agreement by Howard County

shall not in any way affect the validity of any Development Approvals which have been obtained for the Project, including, but not limited to, APFO Approvals.

9.6 Authority to Execute. Howard County and the Carrolls hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by Howard County with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right. Howard County hereby warrants and represents to the Carrolls that the persons executing this Agreement on its behalf have been properly authorized to do so. The Carrolls hereby warrant and represent to Howard County that they are the fee simple, record owners of Doughoregan and the Site, (2) that each has the right, power and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Site as set forth herein, (3) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (4) each has been duly represented by attorneys.

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

9.8 Consent to Jurisdiction. The Parties irrevocably consent to the jurisdiction of the Circuit Court for Howard County, Maryland or any federal court sitting in the District of Maryland.

9.9 Remedies Cumulative. Each right, power and remedy of a party provided for in this Agreement, or any other agreement between the Parties, now or hereafter existing, shall be cumulative and concurrent and in addition to every other right, power or remedy provided for in this Agreement or any other agreement between the Parties, now or hereafter existing.

9.10 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.11 Recordation. Any party may record this Agreement among the Land Records of Howard County, Maryland. In the event the Agreement is terminated following an appeal as provided for in Section 9.12 below, the Parties agree to execute and record a document in the aforesaid Land Records to terminate this Agreement.

9.12 Appeals. Both Maryland law and the County Ordinance may allow any person aggrieved by this Agreement to file an appeal. If the effect of the decision in

such Appeal revises this Agreement in any way, any party to this Agreement may terminate the Agreement by providing notice to all Parties within thirty (30) days of the date that the decision in the appeal becomes final and all appeals thereof have been finally determined.

9.13 No Obligation to Approve. This Agreement shall not be interpreted or construed to impose any legal obligation on Howard County or any of its boards, agencies, commissions or employees to approve any development, use, density or intensity other than as provided specifically in this Agreement.

9.14 No Third Party Beneficiary Status. The Parties specifically agree that this Agreement is not intended to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations under this Agreement.

9.15 Lien holders. All persons with a lien interest in the Site have executed this Agreement, and those lien holders with a power of sale have subordinated such liens to the position of Howard County under this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

*[Signatures on Following Page]*

WITNESS/ ATTEST:

CAMILLA CARROLL

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

PHILIP D. CARROLL

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

AGREED and APPROVED:

HOWARD COUNTY, MARYLAND

ATTEST:

\_\_\_\_\_

Lonnie R. Robbins  
Chief Administrative Officer

BY: \_\_\_\_\_ (SEAL)

Ken Ulman  
Howard County Executive

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

Margaret Ann Nolan  
County Solicitor

*[Notaries on Following Page]*

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CAMILLA CARROLL, personally known to me or proven to be the individual named herein and executed this Agreement for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PHILIP D. CARROLL, personally known to me or proven to be the individual named herein and executed this Agreement for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KEN ULMAN, the County Executive for Howard County, Maryland, who acknowledged the same to be the act of the County and that he executed the foregoing Agreement for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ATTORNEYS' CERTIFICATION

THIS IS TO CERTIFY that the undersigned are members, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by the undersigned or under their supervision.

\_\_\_\_\_  
\_\_\_\_\_

Upon Recordation Please Return To:

Sang W. Oh, Esq.  
Talkin & Oh, LLP  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042

LIENHOLDER CONSENTS AND SUBORDINATION OF INTERESTS

The undersigned lienholder does hereby consent to the aforesaid Agreement, and by the signature of its Trustee, does hereby agree that such instrument shall be subordinate to and shall survive any sale under its Deed of Trust dated \_\_\_\_\_, and recorded among the Land Records of Howard County, Maryland in Liber \_\_\_\_, folio \_\_\_\_

WITNESS:

## LIST OF EXHIBITS

**Exhibit 1** – Property Description

**Exhibit 2** -- Concept Plan

**Exhibit 3** – Description of Site

**Exhibit 4** – Attorney title opinion certifying as to legal and equitable owners

**Exhibit 5** – Planning Board Determination of Consistency

**Exhibit 6** – Commitment Letter

**Exhibit 7** – Option Agreement

**Exhibit 8** – Wastewater Treatment - Plan of Action

**Exhibit 9** – Description of Agricultural Preservation Parcel

**Exhibit 10** – Description of Core

**EXHIBIT 1**

**Property Description**

EXHIBIT 1

March 18, 2010

**DESCRIPTION  
OF A 892.622 ACRE PARCEL  
PROPERTY OF  
PHILIP D. CARROL  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND**

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland; said parcel of land being part of the land which, by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said will having been probated in the Surrogates Court Of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276; said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 At Folio 64 and being all of Parcel 1 as described in the aforesaid Liber 394 at Folio 64; said parcel of land being more particularly described, as now surveyed, in the Maryland State Coordinate System NAD '83 Datum, as projected by Howard County Geodetic Control, as follows:

**BEGINNING FOR THE SAME** at a point 33.0 feet, more or less, measured at right angles northerly from the centerline of paving as now exists, twenty-four (24) feet more or less, and being on the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144), formerly known as the Baltimore to Frederick Turnpike Road;

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&  
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said point being opposite Manor Lane and at the beginning of the First or South 73°02'48" East 3140.09 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; thence running with Frederick Road and running with and binding on the said First Deed Line of Parcel 1, as now surveyed,

- 1) South 73°02'02" East 3140.09 feet to a point at the beginning of the Second or South 25°58'45" East 2921.96 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Second Deed Line also being the following: the Third or North 18°43' West 323.01 foot line of the adjacent conveyance from Albert S. Singleton and Elsie B. Singleton, his wife, to Philip G. Wilkins and Corinne Elizabeth Wilkins, his wife, by deed dated June 29, 1963 and recorded among said Land Records in Liber 403 at Folio 669; and the North 26°02'23" West 1737.32 foot and the North 23°56'49" West 55.21 foot outlines, as shown on a plat entitled "Plat of Survey, Kiwanis Club of Ellicott City, Inc." recorded among said Land Records as Plat No. 10119; and the North 19°06' West 180.00 foot outline, as shown on a subdivision plat entitled "Map of Pine Orchard Meadow, Section Three" recorded among said Land Records in Plat Book 6 at Page 53; and also the North 18°39'00" West 532.45 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section Four" and recorded among said Land Records in Plat Book 17 at Page 75; thence intending to bind on and run with said Second Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed, the following three (3) courses and distances:

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- 2) South  $26^{\circ}02'24''$  East 2,155.13 feet, passing over a Concrete Monument found 89.57 feet on line, to a Rebar with "FCC-106" Cap set; thence continuing with the aforesaid Second Deed Line of Liber 394 at Folio 64,
- 3) South  $24^{\circ}00'53''$  East 55.21 feet to a 1 inch Iron Pipe found; thence still continuing with said Second Deed Line of Liber 394 at Folio 64,
- 4) South  $25^{\circ}53'43''$  East, 711.66 feet to a 0.4 foot by 0.4 foot wide Concrete Monument found at the beginning of the Third or South  $21^{\circ}10'35''$  East 412.58 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Third Deed Line of Parcel 1 also being the North  $14^{\circ}00'00''$  West 136.25 foot outline, as shown on the aforesaid plat of "Pine Orchard Meadows, Section Four" recorded in Plat Book 17 at Folio 75, and also the South  $14^{\circ}00'00''$  East 276.25 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section 5" and recorded among said Land Records in Plat Book 22 at Folio 11; thence binding along said Third Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 5) South  $21^{\circ}13'25''$  East 412.50 feet to a Rebar with "FCC-106" Cap set at the beginning of the Fourth or South  $87^{\circ}17'37''$  West 523.99 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Fourth Deed Line of Parcel 1 also being the North  $87^{\circ}16'56''$  East 523.27 foot outline, as shown on Sheet 4 of the subdivision plats entitled "Centennial Manor, Section One, Area Three, Lots 85-108", recorded among said Land Records as Plat C.M.P. No. 7675, thence

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binding along said Fourth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

6) South  $87^{\circ}11'19''$  West 523.27 feet to a Concrete Monument found at the beginning of the Fifth or South  $07^{\circ}19'03''$  East 2783.20 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; said Fifth Deed Line of Parcel 1 also being the following: the North  $07^{\circ}14'30''$  West 245.00 foot outline, as shown on the aforesaid plat of "Centennial Manor, Section One, Area Three, Lots 85-108" recorded as Plat C.M.P. No. 7675; and the North  $07^{\circ}14'30''$  West 930.98 foot outline, as shown on Sheets 3 and 2 of the subdivision plats entitled "Centennial Manor, Section One, Area One, Lots 1-22" recorded among said Land Records as Plat Nos. 6797 and 6796, respectively; and the North  $06^{\circ}45'30''$  West 600.00 foot outline, as shown on a subdivision plat entitled "Section Three, Chateau Ridge" recorded among said Land Records in Plat Book 21 at Folio 11; and the North  $06^{\circ}45'30''$  West 700.00 foot outline as shown on a subdivision plat entitled "Section Five, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 46; and also the North  $06^{\circ}45'30''$  West 300.00 foot outline, as shown on a subdivision plat entitled "Section Six, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 82; thence binding along said Fifth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

7) South  $07^{\circ}13'17''$  East 2779.90 feet to a Granite Stone found at the beginning of the Sixth or South  $61^{\circ}55'21''$  West 642.37 foot Deed Line of Parcel 1 recorded

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in Liber 394 at Folio 64; said Sixth Deed Line of Parcel 1 also being the North  $62^{\circ}06'38''$  East 641.44 foot outline, as shown on a subdivision plat entitled "Plat of Revision, Kingsbridge @ Burleigh Manor, Lots 763 thru 778" recorded among said Land Records as Plat No. 12607; thence binding along said Sixth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

8) South  $62^{\circ}05'05''$  West 641.25 feet to a Granite Stone found at the beginning of the Seventh or North  $73^{\circ}14'48''$  West 4021.13 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Granite Stone also being at the end of the Seventh or South  $73^{\circ}14'48''$  East 4021.23 foot Deed Line of Parcel 2 described in the aforesaid Liber 394 at Folio 64; thence binding along the Seventh thru Thirteenth Deed Lines of Parcel 1, recorded in Liber 394 at Folio 64, and also binding reversely along the Seventh thru First Deed Lines of Parcel 2, recorded in Liber 394 at Folio 64, as now surveyed, for the following seven (7) courses and distances:

9) North  $73^{\circ}16'34''$  West 4018.45 feet to a Rebar with "FCC-106" Cap set at a point near the southeastern side of Manor Lane, being a twelve (12) foot wide gravel drive, as now exists; thence running with said Manor Lane,

10) North  $14^{\circ}04'34''$  East 24.75 feet to a Rebar with "FCC-106" Cap set, thence crossing over said Manor Lane,

11) North  $65^{\circ}25'26''$  West 2143.94 feet, to a 1.25 inch diameter Iron Pipe found; thence

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- 12) North  $70^{\circ}10'26''$  West 1456.72 feet, to a 1.25 inch diameter Iron Pipe found;  
thence
- 13) North  $78^{\circ}34'25''$  West 791.22 feet to a point; thence
- 14) North  $73^{\circ}34'25''$  West 387.55 feet to a point; thence
- 15) South  $69^{\circ}10'35''$  West 31.37 feet to a point 23.8 feet, more or less, measured at right angles southeasterly from the centerline of paving, eighteen (18) feet wide, as now exists, of Folly Quarter Road, formerly known as the Vineyard Road; said point also being at the beginning of the Fourteenth or North  $53^{\circ}00'48''$  East 577.50 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; thence running with said Folly Quarter Road and running with and binding on the Fourteenth thru Sixteenth Deed Lines of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed, for the following three (3) courses and distances:
  - 16) North  $51^{\circ}40'56''$  East 568.09 feet to a point; thence crossing into and running within said Folly Quarter Road, on or near the centerline of the existing paving thereof,
  - 17) North  $39^{\circ}59'12''$  East 2458.50 feet to a point; thence
  - 18) North  $26^{\circ}28'43''$  East 2376.00 feet to a point on or near the intersection of the centerlines of existing paving of said Folly Quarter Road with Frederick Road (Maryland Route 144), as now exists, twenty four (24) feet wide and formerly known as the Baltimore to Frederick Turnpike Road; said point also being the beginning of the Seventeenth or South  $82^{\circ}36'44''$  East 189.50 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; thence running within said Frederick

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Road, on or near the centerline of existing paving, and running with and binding on said Seventeenth Deed Line of Parcel 1 recorded in Liber 394 at Folio 64, as now surveyed,

- 19) South 82°54'28" East 189.50 feet to a point; thence leaving said centerline of Frederick Road and running with and binding the Eighteenth or North 14°06'44" West 35.47 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64, as now surveyed,
- 20) North 17°12'33" West 32.08 feet to a point at the beginning of the Nineteenth or South 82°36'44" East 1394.98 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; thence running with the aforesaid Frederick Road and running with and binding on said Nineteenth Deed Line of Parcel 1 recorded in Liber 394 at Folio 64, as now surveyed,
- 21) South 82°35'58" East 1394.98 feet to the point of beginning; containing 892.622 acres of land, more or less.

**SUBJECT TO** an existing 20' Right-Of-Way for a Sewer Main described in a "Deed Of Easement" conveyed from Philip D. Carroll and Camilla Carroll to Howard County, Maryland by Deed dated December 24, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3422, Folio 357.

**ALSO SUBJECT TO AND TOGETHER WITH** all matters shown on a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll And Camilla Carroll" and recorded among the Land Records of Howard County, Maryland as Plat No. 19928, and a

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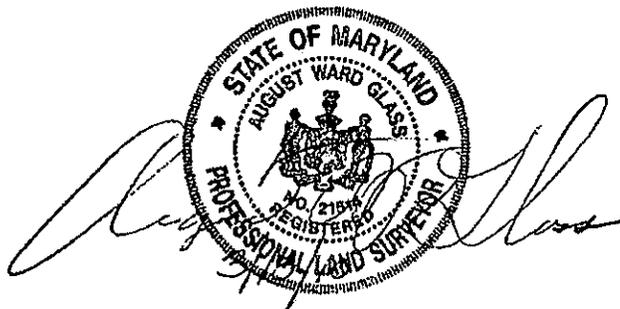
10272 Baltimore National Pike  
Ellicott City, Maryland 21042  
(410) 481-2855  
Fax (410) 750-3784

"Deed Of Preservation Easement" from Philip D. Carroll and Camilla Carroll to The Howard County Conservancy, Inc. and Howard County, Maryland by Deed dated October 4, 2006 recorded among the aforesaid Land Records in Liber 10295, Folio 58.

**ALSO SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, which may apply.

This description was prepared without the benefit of a Title Report.



Prepared By Aug

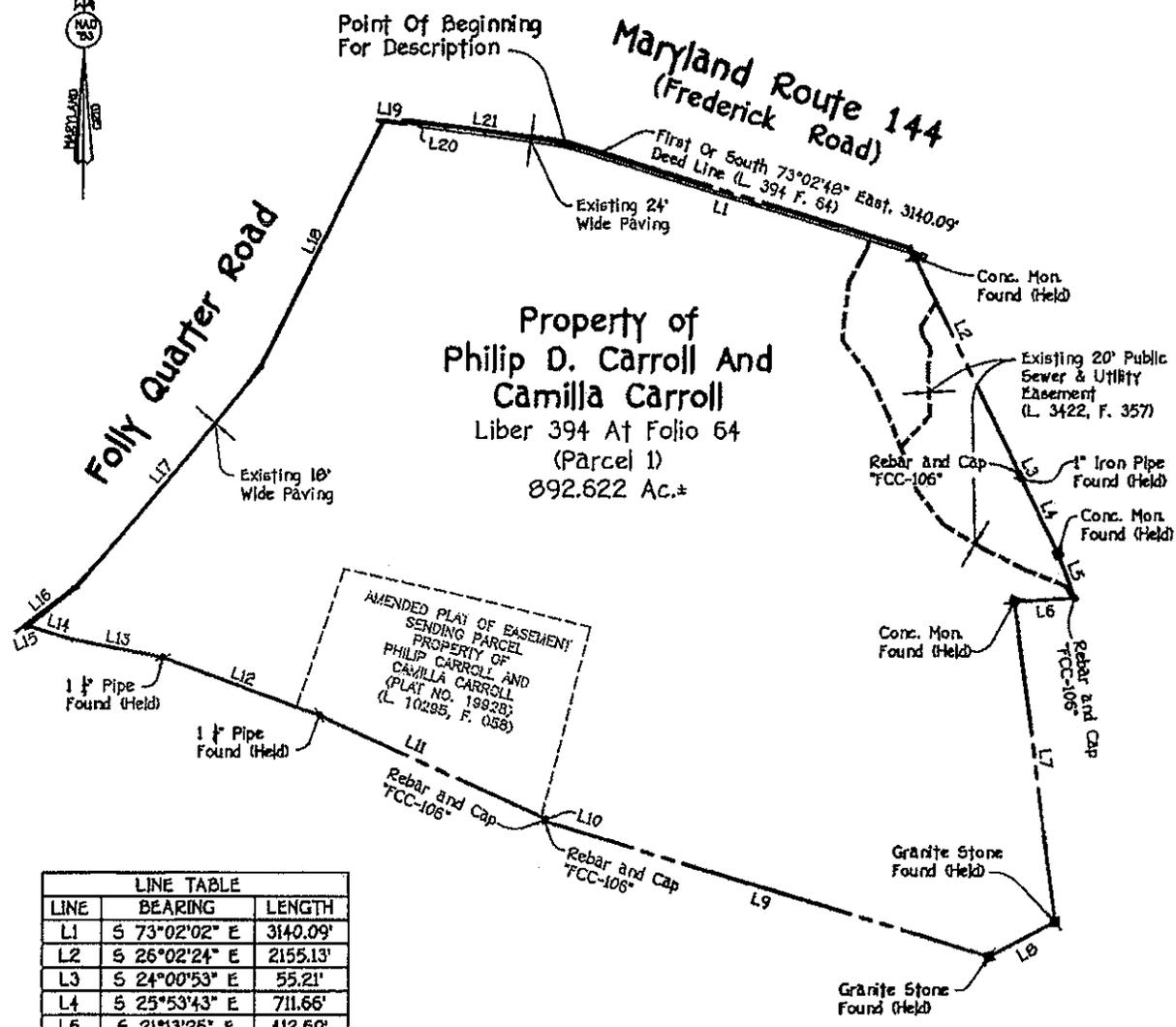
Checked By AW

WO #05022-3002

**FISHER,  
COLLINS  
&  
CARTER,  
INC.**

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LINE TABLE		
LINE	BEARING	LENGTH
L1	S 73°02'02" E	3140.09'
L2	S 26°02'24" E	2155.13'
L3	S 24°00'53" E	55.21'
L4	S 25°53'43" E	711.66'
L5	S 21°13'25" E	412.50'
L6	S 07°11'19" W	523.27'
L7	S 07°13'17" E	2779.90'
L8	S 62°05'05" W	641.25'
L9	N 73°16'34" W	4018.45'
L10	N 14°04'34" E	24.75'
L11	N 65°25'26" W	2143.94'
L12	N 70°10'26" W	1456.72'
L13	N 78°34'25" W	791.22'
L14	N 73°34'25" W	387.55'
L15	S 69°10'35" W	31.37'
L16	N 51°40'56" E	568.09'
L17	N 39°59'12" E	2458.50'
L18	N 26°28'43" E	2376.00'
L19	S 82°54'28" E	189.50'
L20	N 17°12'33" W	32.08'
L21	S 82°35'58" E	1394.98'

**Exhibit To Accompany  
 A Description Of A  
 892.622 Acre Parcel**  
 Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010

**EXHIBIT 2**

**Concept Plan**



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**EXHIBIT 3**

**Description of Site**

March 18, 2010

**DESCRIPTION OF A  
221.064 ACRE PARCEL  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND**

**BEING** a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described in the aforesaid Liber 394 at Folio 64; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

**BEGINNING FOR THE SAME** at a point on the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144), formerly known as the Baltimore to Frederick Turnpike Road, said point being at the beginning of the Second or South 25°58'45" East, 2921.96 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); said

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Second Deed Line also being the following: the Third or North 18°43' West 323.01 foot line of the adjacent conveyance from Albert S. Singleton and Elsie B. Singleton, his wife, to Philip G. Wilkins and Corinne Elizabeth Wilkins, his wife, by deed dated June 29, 1963 and recorded among said Land Records in Liber 403 at Folio 669; and the North 26°02'23" West 1737.32 foot and the North 23°56'49" West 55.21 foot outlines, as shown on a plat entitled "Plat of Survey, Kiwanis Club of Ellicott City, Inc." recorded among said Land Records as Plat No. 10119; and the North 19°06' West 180.00 foot outline, as shown on a subdivision plat entitled "Map of Pine Orchard Meadow, Section Three" recorded among said Land Records in Plat Book 6 at Page 53; and also the North 18°39'00" West 532.45 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section Four" and recorded among said Land Records in Plat Book 17 at Page 75; thence intending to bind on and run with said Second Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed, the following three (3) courses and distances:

- 1) South 26°02'24" East 2,155.13 feet, passing over a Concrete Monument found 89.57 feet on line, to a Rebar with "FCC-106" Cap set; thence continuing with the aforesaid Second Deed Line of Liber 394 at Folio 64,
- 2) South 24°00'53" East 55.21 feet to a 1 inch Iron Pipe found; thence still continuing with said Second Deed Line of Liber 394 at Folio 64,
- 3) South 25°53'43" East, 711.66 feet to a 0.4 foot by 0.4 foot wide Concrete Monument found at the beginning of the Third or South 21°10'35" East 412.58 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Third Deed Line of Parcel 1 also being the North 14°00'00" West 136.25 foot outline, as

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shown on the aforesaid plat of "Pine Orchard Meadows, Section Four" recorded in Plat Book 17 at Folio 75, and also the South  $14^{\circ}00'00''$  East 276.25 foot outline, as shown on a subdivision plat entitled "Pine Orchard Meadows, Section 5" and recorded among said Land Records in Plat Book 22 at Folio 11; thence binding along said Third Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

- 4) South  $21^{\circ}13'25''$  East 412.50 feet to a Rebar with "FCC-106" Cap set at the beginning of the Fourth or South  $87^{\circ}17'37''$  West 523.99 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Fourth Deed Line of Parcel 1 also being the North  $87^{\circ}16'56''$  East 523.27 foot outline, as shown on Sheet 4 of the subdivision plats entitled "Centennial Manor, Section One, Area Three, Lots 85-108", recorded among said Land Records as Plat C.M.P. No. 7675, thence binding along said Fourth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 5) South  $87^{\circ}11'19''$  West 523.27 feet to a Concrete Monument found at the beginning of the Fifth or South  $07^{\circ}19'03''$  East 2783.20 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; said Fifth Deed Line of Parcel 1 also being the following: the North  $07^{\circ}14'30''$  West 245.00 foot outline, as shown on the aforesaid plat of "Centennial Manor, Section One, Area Three, Lots 85-108" recorded as Plat C.M.P. No. 7675; and the North  $07^{\circ}14'30''$  West 930.98 foot outline, as shown on Sheets 3 and 2 of the subdivision plats entitled "Centennial Manor, Section One, Area One, Lots 1-22" recorded among said Land Records

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as Plat Nos. 6797 and 6796, respectively; and the North  $06^{\circ}45'30''$  West 600.00 foot outline, as shown on a subdivision plat entitled "Section Three, Chateau Ridge" recorded among said Land Records in Plat Book 21 at Folio 11; and the North  $06^{\circ}45'30''$  West 700.00 foot outline as shown on a subdivision plat entitled "Section Five, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 46; and also the North  $06^{\circ}45'30''$  West 300.00 foot outline, as shown on a subdivision plat entitled "Section Six, Chateau Ridge" recorded among said Land Records in Plat Book 22 at Folio 82; thence binding along said Fifth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,

- 6) South  $07^{\circ}13'17''$  East 2779.90 feet to a Granite Stone found at the beginning of the Sixth or South  $61^{\circ}55'21''$  West 642.37 foot Deed Line of Parcel 1 recorded in Liber 394 at Folio 64; said Sixth Deed Line of Parcel 1 also being the North  $62^{\circ}06'38''$  East 641.44 foot outline, as shown on a subdivision plat entitled "Plat of Revision, Kingsbridge @ Burleigh Manor, Lots 763 thru 778" recorded among said Land Records as Plat No. 12607; thence binding along said Sixth Deed Line of Parcel 1, recorded in Liber 394 at Folio 64, as now surveyed,
- 7) South  $62^{\circ}05'05''$  West 641.25 feet to a Granite Stone found at the beginning of the Seventh or North  $73^{\circ}14'48''$  West 4021.13 foot Deed Line of Parcel 1, recorded in Liber 394 at Folio 64; said Granite Stone also being at the end of the Seventh or South  $73^{\circ}14'48''$  East 4021.23 foot Deed Line of Parcel 2 described in the aforesaid Liber 394 at Folio 64; thence running with and binding part of

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the aforesaid Seventh Deed Line of Liber 394, Folio 64, as now surveyed, the following course and distance:

- 8) North  $73^{\circ}16'34''$  West, 1,764.49 feet to a point; said point being on and a distance of 2,253.96 feet from the end of the Seventh or North  $73^{\circ}14'48''$  West, 4021.13 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence leaving said Seventh line of Liber 394 at Folio 64 (Parcel 1) and running for new lines of division, the following twenty-five (25) courses and distances:
  - 9) North  $16^{\circ}43'26''$  East, 858.48 feet to a point; thence
  - 10) North  $33^{\circ}51'48''$  East, 651.81 feet to a point; thence
  - 11) North  $67^{\circ}04'12''$  East, 462.42 feet to a point; thence
  - 12) North  $23^{\circ}09'51''$  West, 507.53 feet to a point; thence
  - 13) North  $37^{\circ}01'20''$  West, 903.13 feet to a point of curvature; thence
  - 14) 468.79 feet along the arc of a curve to the right, having a radius of 580.00 feet, a central angle of  $46^{\circ}18'34''$  and subtended by a chord bearing and distance of North  $13^{\circ}52'03''$  West, 456.13 feet to a point of tangency; thence
  - 15) North  $09^{\circ}17'14''$  East, 113.42 feet to a point of curvature; thence
  - 16) 136.14 feet along the arc of a curve to the right, having a radius of 325.00 feet, a central angle of  $24^{\circ}00'04''$  and subtended by a chord bearing and distance of North  $21^{\circ}17'16''$  East, 135.15 feet to a point of reverse curvature; thence
  - 17) 131.70 feet along the arc of a curve to the left, having a radius of 170.00 feet, a central angle of  $44^{\circ}23'10''$  and subtended by a chord bearing and distance of North  $11^{\circ}05'43''$  East, 128.43 feet to a point of reverse curvature; thence

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- 18) 89.85 feet along the arc of a curve to the right, having a radius of 285.00 feet, a central angle of  $18^{\circ}03'45''$  and subtended by a chord bearing and distance of North  $02^{\circ}03'59''$  West, 89.47 feet to a point of tangency; thence
- 19) North  $06^{\circ}57'53''$  East, 62.64 feet to a point of curvature; thence
- 20) 219.63 feet along the arc of a curve to the right, having a radius of 285.00 feet, a central angle of  $44^{\circ}09'14''$  and subtended by a chord bearing and distance of North  $29^{\circ}02'30''$  East, 214.24 feet to a point of reverse curvature; thence
- 21) 283.12 feet along the arc of a curve to the left, having a radius of 275.00 feet, a central angle of  $58^{\circ}59'14''$  and subtended by a chord bearing and distance of North  $21^{\circ}37'30''$  East, 270.78 feet to a point of compound curvature; thence
- 22) 470.43 feet along the arc of a curve to the left, having a radius of 595.00 feet, a central angle of  $45^{\circ}18'00''$  and subtended by a chord bearing and distance of North  $30^{\circ}31'07''$  West, 458.27 feet to a point of tangency; thence
- 23) North  $53^{\circ}10'07''$  West, 259.20 feet to a point of curvature; thence
- 24) 312.10 feet along the arc of a curve to the right, having a radius of 330.00 feet, a central angle of  $54^{\circ}11'16''$  and subtended by a chord bearing and distance of North  $26^{\circ}04'29''$  West, 300.60 feet to a point of tangency; thence
- 25) North  $01^{\circ}01'09''$  East, 232.32 feet to a point of curvature; thence
- 26) 121.72 feet along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of  $46^{\circ}29'32''$  and subtended by a chord bearing and distance of North  $22^{\circ}13'37''$  West, 118.40 feet to a point of reverse curvature; thence

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- 27) 346.71 feet along the arc of a curve to the right, having a radius of 315.00 feet, a central angle of 63°03'47" and subtended by a chord bearing and distance of North 13°56'30" West, 329.47 feet to a point of tangency; thence
- 28) North 17°35'24" East, 225.85 feet to a point; thence
- 29) North 27°46'18" West, 35.58 feet to a point; thence
- 30) North 73°08'00" West, 180.91 feet to a point; thence
- 31) North 19°32'01" West, 18.41 feet to a point; thence
- 32) North 73°02'02" West, 328.95 feet to a point; thence
- 33) North 16°57'58" East, 65.50 feet to a point on the aforesaid Northern margin of Frederick Road (Maryland Route 144); said point being on and a distance of 1,432.93 feet from the beginning of the First or South 73°02'48" East, 3140.09 feet Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on said First line of Liber 394 at Folio 64 (Parcel 1) and the aforesaid Northern margin of Frederick Road (Maryland Route 144), the following course and distance:
- 34) South 73°02'02" East, 1,707.16 feet to the point of beginning; containing 221.064 acres of land, more or less.

**SUBJECT TO** an existing 20' Right-Of-Way for a Sewer Main described in a "Deed Of Easement" conveyed from Philip D. Carroll and Camilla Carroll to Howard County, Maryland by Deed dated December 24, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3422, Folio 357.

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**ALSO SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, or proposed, which may apply.

This description was prepared without the benefit of a Title Report.

*August Ward Glass*  
3/1/04  
*Glass*

Prepared By DBS

Checked By QAF

WO #05022-3002

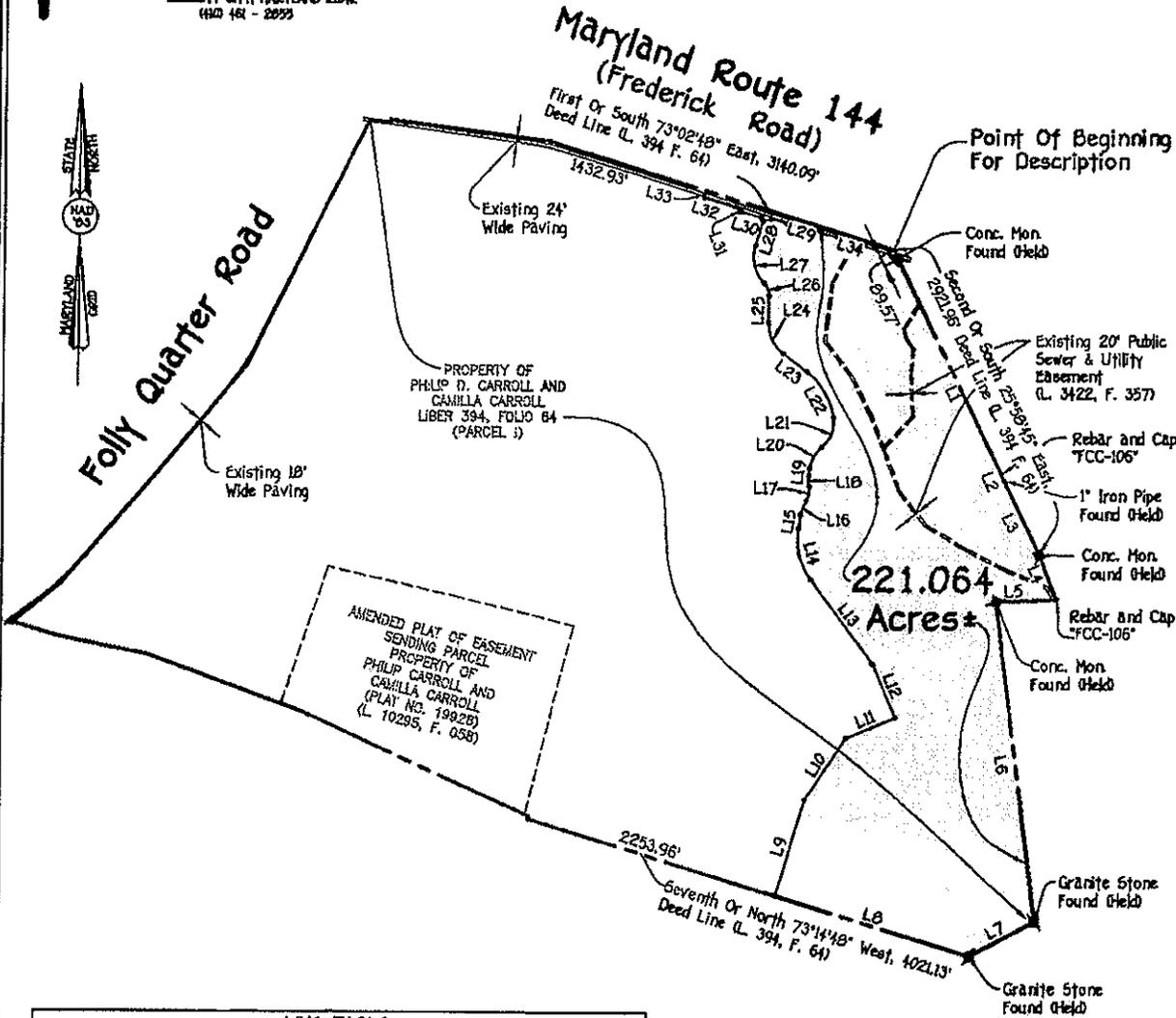
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CENTRAL SQUARE OFFICE PARK - 10272 BALTIMORE NATIONAL PIKE  
 ELLICOTT CITY, MARYLAND 21042  
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LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 26°02'24" E	2155.13'	L18	R=205.00'	L=89.85'
L2	S 24°00'53" E	55.21'	L19	N 06°57'53" E	62.64'
L3	S 25°53'43" E	711.66'	L20	R=205.00'	L=219.63'
L4	S 21°13'25" E	412.50'	L21	R=275.00'	L=203.12'
L5	S 07°11'19" W	523.27'	L22	R=595.00'	L=470.43'
L6	S 07°13'17" E	2779.90'	L23	N 53°10'07" W	259.20'
L7	S 62°05'05" W	641.25'	L24	R=330.00'	L=312.10'
L8	N 73°16'34" W	1764.49'	L25	N 01°01'09" E	232.32'
L9	N 16°43'28" E	858.48'	L26	R=150.00'	L=121.72'
L10	N 33°51'48" E	651.01'	L27	R=315.00'	L=346.71'
L11	N 67°04'12" E	462.42'	L28	N 17°35'24" E	225.85'
L12	N 23°09'51" W	507.53'	L29	N 27°46'18" W	35.58'
L13	N 37°01'20" W	903.13'	L30	N 73°08'00" W	180.91'
L14	R=580.00'	L=468.79'	L31	N 19°32'01" W	18.41'
L15	N 09°17'14" E	113.42'	L32	N 73°02'02" W	328.95'
L16	R=325.00'	L=136.14'	L33	N 16°57'58" E	65.50'
L17	R=170.00'	L=131.70'	L34	S 73°02'02" E	1707.16'

**Exhibit To Accompany  
 Description Of A  
 221.064± Acre Parcel**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010

**EXHIBIT 4**

**Attorney Title Opinion Certifying as to Legal and Equitable Owners**

LAW OFFICES OF  
TALKIN & OH, LLP  
COLUMBIA OFFICE  
5100 DORSEY HALL DRIVE  
ELLICOTT CITY, MARYLAND 21042-7870

(410) 964-0300  
(301) 596-6500  
Fax: (410) 964-2008

June 22, 2010

Ms. Charlotte R. Dryden  
Real Estate Services  
Howard County Department of Public Works  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

Re: "Doughoregan Manor", 3500 Manor Lane, Ellicott City

Dear Ms. Dryden:

The following is a title report for the above-referenced property (the "Property").

Fee simple title in the Property is good and marketable as vested of record in Philip D. Carroll (also known as Philip Carroll) and Camilla Carroll, as tenants in common, as follows:

1. Deed from Charles Carroll, Junior to Philip A. Carroll, dated February 24, 1923 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber H.B.N. No. 117, folio 113.
2. Last Will and Testament of Philip A. Carroll (deceased July 8, 1957, survived by his wife, Nina R. Carroll) dated May 9, 1946, as amended by a Codicil thereto dated October 16, 1953, admitted to probate by Howard County Register of Wills (Estate No. 2046); Item Second devised all real property and improvements to his wife, Nina R. Carroll, for life, with a power of appointment (to devise through her Will upon her death) over all property located in Howard County, Maryland (including the Property).
3. Last Will and Testament of Nina R. Carroll (deceased February 11, 1989) dated June 4, 1979, as amended by a Codicil thereto dated November 28, 1986 and a Second Codicil thereto dated April 10, 1987, admitted to probate by the Howard County Register of Wills (Estate No. 7868); Item Third, as

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amended, exercised the power of appointment granted by the Will of Philip A. Carroll and devised the Property to "such of the lineal descendants of my son, Philip Carroll, as shall survive me, in equal shares, per stirpes, as tenants in common", and the then-surviving lineal descendants of Philip Carroll were Philip D. Carroll (also known as Philip Carroll) and Camilla Carroll.

The Property is known as 3500 Manor Lane, Ellicott City, Maryland 21042, and is located in the Third Election District of Howard County, Maryland, containing 876.562 acres of land, more or less (per SDAT records). The Property is shown on Tax Map 23, Grid 10, Parcel 71, property tax account number 03-281779.

The Property is not encumbered by any open financing.

The Property is subject to the following exceptions and agreements:

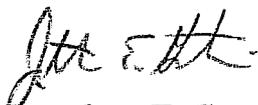
1. Right of Way dated October 5, 1908, from Thomas P. O. Donnell and James O. Donnell to W. Raymond Cross, recorded among the Land Records in Liber W.W.L.C. 87, folio 662.
2. Deed of Easement dated May 23, 1977, from Nina R. Carroll to the Maryland Historical Trust, recorded among the Land Records in Liber 826, folio 542.
3. Right of Way Easement dated May 20, 1980, from Nina R. Carroll to Baltimore Gas and Electric Company, recorded among the Land Records in Liber 1047, folio 333.
4. Right of Way Easement dated March 29, 1981, from Nina R. Carroll to Baltimore Gas and Electric Company, recorded among the Land Records in Liber 1051, folio 633.
5. Deed of Preservation Easement dated October 4, 2006, by and among Philip Carroll and Camilla Carroll, The Howard County Conservancy, Inc., and Howard County, Maryland, recorded among the Land Records in Liber 10295, folio 58.
6. Plat entitled "Density Sending Plat, Property of Philip Carroll and Camilla Carroll", which Plat is recorded among the Land Records as Plat Number 18572.

7. Plat entitled "Amended Plat of Easement, Sending Parcel, Property of Philip Carroll and Camilla Carroll", which Plat is recorded among the Land Records as Plat Number 19928.

Title was run through May 28, 2010.

Copies of the title documents, encumbrances and exceptions noted above are enclosed. If you have any questions, please do not hesitate to get in touch with me.

Sincerely,  
Talkin & Oh, LLP



By: Jonathan E. Greenstein  
Of Counsel

enclosures

Received for Record 28" Feb 1923 at 9 o'clock A. M. Same day recorded and examined per.

Hart B. Wolf Clerk.

*Mailed to Fred R. ...  
9/18/11 20. for ...*

CHARLES CARROLL, Junior, DEED TO PHILIP A. CARROLL.	\$78.00 Duly Cancelled Revenue Sramps.	THIS DEED Made this 24th day of February, in the year nineteen hundred and twenty-three, by and between Charles Carroll, Junior, otherwise known as Charles Bancroft Carroll, unmarried, of Howard County, in the State of
--	---	--

Maryland, party of the first part, and Philip A. Carroll, of the City and State of New York, party of the second part.

WITNESSETH: that for and in consideration of the sum of seventy-eight thousand dollars (\$78,000. ) this day paid, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple.

All those two tracts or parcels of land situate and lying in Howard County, in the State of Maryland, which were conveyed to Anita Carroll by two deeds; the first from Charles Carroll and Caroline Carroll, his wife, dated June 7th, 1866, and recorded on the eighth day of June 1866 among the Land Records of Howard County in Liber W. W. No. 25, folio 316, etc., and the second from Matthias Hammond and wife, dated the 24th day of November 1867, and recorded among the said Land Records in Liber W. W. No. 27, folio 411, etc.

Being the same two tracts or parcels of land which by deed dated the second day of May 1912, and recorded among the Land Records of Howard County in Liber W. W. L. C. No. 93, folio 232 etc., were granted and conveyed by Royal Phelps Carroll and Marion L. Carroll, his wife, and Philip A. Carroll to Charles Carroll, for life, and after his death to Charles Carroll, Jr., the grantor herein, for life, with limitations over, but with full power to the said Charles Carroll during his life and to the

said Charles Carroll, Jr., the grantor herein, after the death of the said Charles Carroll, to sell, give or in any other manner dispose of said two tracts or parcels of land or any part thereof, or any interest therein, free from any of the conditions or provisions in said deed set forth, provided, however, that should said Charles Carroll or Charles Carroll, Jr. desire to sell, give or otherwise dispose of said property, or any part thereof or any interest therein, pursuant to and in exercise of said power, the same shall first be offered to the said Royal Phelps Carroll, if living, and if not, to the said Philip A. Carroll, in fee and unenumbered with the buildings and improvements thereon, for the sum of sixty thousand (\$60,000) dollars, and in addition thereto such sum of money as shall represent the fair value of all permanent improvements which shall have been placed upon said property by Charles Carroll or Charles Carroll, Jr.; the said Charles Carroll and the said Royal Phelps Carroll having departed this life, the said Charles Carroll, Jr. being desirous of selling and the said Philip A. Carroll being desirous of buying, and it having been agreed as to the fair value of all permanent improvements which have been placed on said property by said Charles Carroll and Charles Carroll, Jr.

TOGETHER WITH THE buildings and improvements thereon, and all the rights, roads, *Alley,* ways, waters, watercourses, privileges, easements, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said described property unto and to the proper use of the said Philip A. Carroll, his heirs and assigns, in fee simple.

AND the said Charles Carroll, Junior, does hereby covenant that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances thereof as may be necessary.

WITNESS the hand and seal of the said grantor.

WITNESS:

H. L. Drake.

Charles Carroll, Jr. (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 24th day of February 1923, before me the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles Carroll, Junior, the grantor hereinbefore named, and acknowledged the foregoing deed to be his act.

AS WITNESS my hand and notarial seal.

(SEAL'S PLACE)

Harry L. Drake  
Notary Public.

Received for Record 1<sup>st</sup> Mar 1923 at 9 o'clock A. M. Same day recorded and examined per.

*Hert B. Noel* Clerk.

## Orphans' Court for Howard County, Maryland

No. 2046 Estate of PHILIP A. CARROLLLate of NEW YORK COUNTY, N. Y., died July 8th, 1957, testate

PERSONS TO WHOM LETTERS WERE GRANTED	AMOUNT OF BOND	SURETIES	SOLICITORS
Nina R. Carroll and Philip Carroll Executors in Maryland  33 East 70th, Street New York, N. Y.	\$10,000.	New Amsterdam Casualty Co.	Markel, Veazey & Gans 1904 First National Bank Bldg., Baltimore 2, Md.  J. B. Randolph Carroll

DATE	PROCEEDINGS	NAME OF VOLUME	LIBER	No.	FOLIO
1957:					
Oct. 8	Certified Copy of Will	Wills	R.L.P.	11	303
"	Petition for Letters Testamentary in Maryland	Proceedings	R.L.P.	44	215
"	Bond of Executors	Adm. Bonds	R.L.P.	8	455
"	Oath of Executors	" "	R.L.P.	8	455
"	Order approving Bond & Grant of Letters	Proceedings	R.L.P.	44	216
"	Order to give Notice to Creditors	"	R.L.P.	44	217
"	Order to appraise Real Estate	"	R.L.P.	44	217
"	Order to appraise Personal Estate	"	R.L.P.	44	217
"	Appointment of Resident Agent	"	R.L.P.	44	217
Nov. 26	Report of Notice to Creditors	"	R.L.P.	44	255
"	Information Report	Filed			
Dec. 10	Order passing Inventory - Real Estate	Proceedings	R.L.P.	44	276
"	Inventory - Real Estate	Inventories	R.L.P.	5	259
"	Order passing Inventory - Personal Estate	Proceedings	R.L.P.	44	276
1958	Inventory - Personal Estate	Inventories	R.L.P.	17	1
Mar. 11	Petition & Order to transfer Personal Estate	Proceedings	R.L.P.	44	373
Oct. 21	Order passing Administration Account	"	R.L.P.	44	596
"	Administration Account - First & Final	Adm. Accounts	R.L.P.	18	173

(1)

All those tracts of land which the said Philip A. Carroll, late of New York City, owned situate and lying in the Second and Third Election Districts of Howard County binding on Carroll's Lane, Paul's Lane and the east side of Vineyard Road and known as Doughoregan Manor; 776 acres of which were devised to him under the Last Will and Testament of John Lee Carroll, late of Howard County, State of Maryland, of record in Liber RD of W No. 5, Folio 81, one of the Wills Records of Howard County aforesaid; 1204 $\frac{1}{2}$  acres of which was granted and conveyed unto Philip A. Carroll by deed dated the 24th day of February, 1923, and recorded among the Land Records of Howard County in Liber HBN No. 117, Folio 113 etc., from Charles Carroll, Jr.; 128 acres more or less of which was granted and conveyed unto Philip A. Carroll by deed dated the 15th day of September, 1939, was recorded among the Land Records of Howard County in Liber BM Jr. No. 164, Folio 403, from Thomas P. O'Donnell and Ada D. O'Donnell, his wife, and five acres of which was granted and conveyed unto Philip A. Carroll by deed dated the 13th day of April, 1948, and recorded among the Land Records of Howard County in Liber MWB No. 203, Folio 483, from John Yarrow Eccles, executor. The said four tracts contained 2113 acres more or less, all of which said lots are adjoining. \$400,000.00

(2)

All that farm in the Fifth Election District which the said Philip A. Carroll owned, binding on Homewood Road and Clarksville Pike (old route 29) and known as the "Benedict Farm" containing 320 acres which were devised to him under the Last Will and Testament of John Lee Carroll, late of Howard County, State of Maryland, and recorded among the Wills Records of Howard County in Liber RD of W No. 5, Folio 81.

(3)

All that tract of wood land in the Fifth Election District of Howard County which the said Philip A. Carroll owned, having no frontage on any road, but having an easement or right of way one-half mile long over the lands of R. G. Harper Carroll II, to Clarksville Pike near tract No. (2) above, containing 60 acres which was devised to Philip A. Carroll under the Last Will and Testament of John Lee Carroll, late of Howard County, State of Maryland, and recorded among the Wills Records of Howard County in Liber RD of W No. 5, Folio 81. (2) and (3) \$50,000.00

I, PHILIP A. CARROLL, a resident of the Borough of Manhattan, City, County and State of New York, hereby make, publish and declare this my LAST WILL AND TESTAMENT, hereby revoking all former Wills by me made.

FIRST

I give and bequeath all my books, pictures, works of art, jewelry, wearing apparel, personal effects, household furniture, furnishings and utensils, silverware, plate, linen, automobiles, farm and garden implements and equipment and livestock, and all other tangible personal property to my wife, NINA R. CARROLL, to her own use absolutely.

In case my said wife does not survive me, I give and bequeath such thereof as may at the time of my death be situated at my place, Doughoregan Manor, in Howard County, Maryland, to whichever of my children may take the portion of my said place described in Paragraph I of Article Second hereof, and I give and bequeath all the rest thereof to my other children, in equal shares.

SECOND

I give and devise all my lands and real property

8764

buildings and improvements thereon and all appurtenances, to my wife, NINA R. CARROLL, for her life, with the powers hereinafter in Article Third hereof provided, and upon her death, I give and devise the same or any part thereof, to such of my children or lineal descendants as she may by Last Will and Testament appoint, in such shares and proportions as she may designate.

In case my said wife does not survive me or in case having survived me, she fails in whole or in part effectively to exercise the power of appointment hereinabove given to her with respect to my lands and real property in Howard County, Maryland, then I thereupon dispose of my said lands and real property, or such part thereof as may not be effectively disposed of by my said wife, as follows:

8765

I. I give and devise Doughoregan Manor House, together with about seven hundred and fifty (750) acres, more or less, of my surrounding lands, and all buildings and improvements thereon, and all appurtenances, constituting all my real property lying north of the center line of Paul's Lane extended to the easterly boundary of my property and being that portion of the

property which was conveyed to me by Charles Carroll, Jr. by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H. B. H. No. 117, Folio 113, or so much thereof as may not have been effectively appointed by my said wife, to the oldest of my children who may survive my said wife and myself, or if no child of mine shall so survive, to the oldest of my lineal descendants who may so survive.

8766

II. I give and devise all my remaining lands and real property in Howard County, Maryland, together with all buildings and improvements thereon erected and all appurtenances, or so much thereof as may not have been effectively appointed by my said wife, in equal shares, to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL, or to the survivor of them if only one of them shall survive my wife and myself, or if neither shall so survive, to my son, PHILIP CARROLL, or if he shall not so survive, to the oldest of my lineal descendants then surviving.

In case all my lineal descendants shall die during the lifetime of my said wife, then, upon the death of the

last survivor of such lineal descendants, I direct that all property in which my said wife shall have taken a life estate or interest hereunder shall vest in her, her heirs and assigns absolutely, and I give, devise and bequeath the same accordingly.

THIRD

I authorize and empower my said wife to sell, lease (for any term or terms, although the same may extend after her death), mortgage, exchange, or grant options with respect to all or any part of the real property in which she may hold a life estate pursuant to Article Second hereof, for such price and upon such terms and conditions as to credit or otherwise as in her absolute discretion she may deem advisable, and I direct that no purchaser or mortgagee of any such property shall be required to look to the application of the purchase money or of any money advanced to my wife upon security of the said property. Any money or property representing the proceeds of any sale, mortgage or exchange of any of the property in which my wife may hold a life estate pursuant to Article Second hereof may be expended by my wife to the extent she deems desirable in

8767

the maintenance, repair and improvement of the remaining real property held by her, or may be invested by her in such stocks, common or preferred, bonds, notes or other property, real or personal, as in her absolute discretion she may deem advisable, and I give, devise and bequeath to my wife a life estate or interest in any of the said proceeds so held or invested by her, and grant to her the power to dispose of the same upon her death to or among whichever of my children or lineal descendants she may by her Last Will and Testament appoint, in such shares and proportions as she may designate.

8768 I direct that no bond shall be required of my said wife in connection with the life estates devised and bequeathed to her hereunder, and that she shall be under no liability for waste or for depreciation of any of the property, real or personal, in which she may at any time hold a life interest, or for any losses incurred by her in respect thereto, it being my intention, in view of changing conditions, that her powers and discretion with respect to the retention, management or investment thereof shall be absolute.

FOURTH

I direct that all inheritance, estate and transfer

taxes, or succession duties, upon any bequest or devise under this my Will shall be paid, without proration with respect thereto, out of my residuary estate.

FIFTH

I give, devise and bequeath all the rest, residue and remainder of my property, real and personal, of every kind whatsoever and wheresoever situated to my Trustees hereinafter named, IN TRUST however, for the uses and purposes following:

I. To apply the income thereof to the use of my wife, NINA R. CARROLL, during her life.

II. Upon the death of my said wife to convey, transfer and pay over the principal to or among whichever of my children or lineal descendants she may by her Last Will and Testament appoint, in such shares, estates and proportions, in trust or otherwise as she may designate.

III. In case my said wife does not survive me, in case, having survived me, she fails in whole or in part effectively to exercise the power of appointment given to her in the preceding paragraph, then I give, devise and bequeath my said residuary estate, or such part of the

8769

principal thereof as my wife, having survived me, fails effectively to dispose of by will, to my lineal descendants in being at the death of the survivor of my wife and myself in equal shares per stirpes.

SIXTH

8770 My Executors and Trustees shall have full power and authority, in their discretion, to hold and retain any the property coming into their hands hereunder in the same form of investment as that in which it is received by them and to invest and reinvest the same and any trust funds held by them hereunder, in such amounts as they see fit, in such stocks, bonds, or other securities or property, real, or personal as in their discretion they may deem advisable, although the same may not be of the character permitted for trustees investments by the ordinary rules of law. They shall also, have full power and authority, in their discretion, to sell, lease, improve, mortgage or exchange the whole or any part of the property belonging to me at the time of my death or at any time held by them hereunder, whether real or personal upon such terms and conditions as may to them seem advisable.

I also authorize and empower my Executors and

Trustees in their discretion to compromise and compound any

claims against or on behalf of my estate as they may deem expedient and to extend the time of payment; to consent to and participate in any reorganization, merger or other change of corporate structure and to deposit any property with any protective, reorganization or similar committee, and to delegate discretionary power thereto and to pay part of its expenses; to exercise all conversion, subscription, voting and other rights and to grant proxies discretionary or otherwise; to appoint agents to act in their behalf and to delegate discretionary powers to such agents and to register any property in the name of their nominee or hold it unregistered or in such other form that title shall pass by delivery.

8771

SEVENTH

I direct my Trustees to apply the entire income of all securities at any time held by them hereunder to the use of the beneficiary for whom they are held, irrespective of the price paid for them or of their market value at any time; it being intended hereby that no part of such income shall be applied as a sinking fund to offset any loss of

premium upon, or market value of, such securities; all stock dividends shall be treated as principal and added to the trust fund, so far as may be permitted by law, and all cash dividends, except liquidating dividends, shall be distributed to the income beneficiary.

Upon the termination of the trust estate for the benefit of my wife hereunder, interest, dividends and other income accrued or declared but not yet due and payable, subject to any charges against it, shall not be paid to the estate of my wife but shall be distributed to those entitled to the principal of my estate, in the same shares, estates and proportions.

8772

In the division or distribution of my estate or any trust under this Will, or any part thereof, including any distribution or payment to themselves as Trustees of the trusts under this Will, my Executors and Trustees may make division, distribution or payment in kind, or partly in kind and partly in money, and for any such purpose may determine the value of any property divided or distributed, which determination shall, to the extent permitted by law, be binding on all persons interested.

EIGHTH

I direct that the provisions of this my Will in favor of my said wife, shall be in lieu and bar of all her right of dower in my estate.

NINTH

In the event that my said wife and I shall perish in or as a result of a common disaster so that it shall be difficult or impossible to ascertain which of us survived the other, I direct that for the purposes of this Will it shall be deemed that I survived my said wife.

TENTH

8772  
I appoint my said wife, WINA R. CARROLL, and my son, PHILIP CARROLL, Executors of and Trustees under this my Will. In case either of the aforesaid Trustees, or any person appointed as an associate trustee, as hereinafter provided, should at any time fail to qualify or cease to act as trustee hereunder for any reason, I authorize the other trustee then acting by an instrument in writing, signed and acknowledged by him or her, to appoint an associate trustee and any associate so appointed shall have the same rights,

powers and obligations as if originally appointed in this Will, but pending such appointment of an associate trustee, any remaining trustee shall have full authority to act as sole trustee hereunder for as long as he or she may deem desirable. I direct that no security for the faithful performance of his or her duties be required of either Executor or Trustee hereby appointed, nor of any associate trustee, whether a child of mine mentioned in this Will or other person appointed as above provided; should by law security be required of any associate trustee, I request that such security be in a nominal amount.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9<sup>th</sup> day of May, 1946.

8771

*Philip A. Carroll*

THE FOREGOING INSTRUMENT was, on the day of the date thereof, signed, sealed, published and declared by PHILIP A. CARROLL, the Testator therein named, as and for his LAST WILL AND TESTAMENT, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

*Charles M. Baudinet 1802 New York Avenue, Brooklyn, N.Y.*  
*Robert P. Carter 163 Glenwood Rd., Englewood, N.J.*

I, PHILIP A. CARROLL, hereby make, publish and declare this to be a Codicil to my Last Will and Testament bearing date the 9th day of May, 1946.

FIRST

8775  
I hereby grant to my wife, NINA R. CARROLL, a power to appoint to such person or persons, including the estate of my said wife, and in such shares and proportions as my said wife may designate at any time and from time to time during her life by Deed or by her Last Will and Testament, any or all of my lands and real property situated in Howard County, Maryland, together with any or all buildings and improvements thereon and appurtenances thereto, and any or all money or property representing the proceeds of any sale, mortgage or exchange of any of such real property, or any investment or reinvestment thereof, in which my wife may hold a life estate pursuant to Article SECOND or Article THIRD of my said Will.

SECOND

I give and bequeath any and all commissions to which I am entitled, or to which my estate may become

as Trustee of any trust fund administered by me during my life, in equal shares, to such of my wife, NINA R. CARROLL, and my children, as shall survive me; provided, however, that if any child of mine should predecease me leaving a lineal descendant or lineal descendants me surviving, such lineal descendant or lineal descendants shall take, in equal parts, per stirpes, the share or the whole of such commissions to which such deceased child of mine would have been entitled, if he or she had survived me.

THIRD

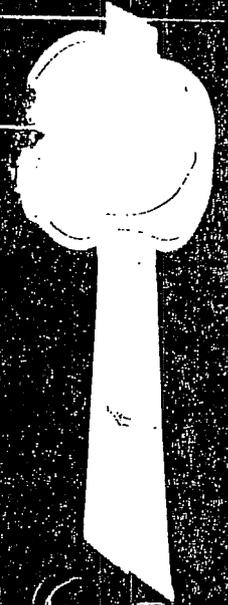
I give and bequeath any and all sums to which I am entitled, or to which my estate may become entitled, by reason of my membership in the firm of Shearman & Sterling & Wright, in equal shares, to such of my wife, NINA R. CARROLL, and my children, as shall survive me; provided, however, that if any child of mine should predecease me leaving a lineal descendant or lineal descendants me surviving, such lineal descendant or lineal descendants shall take, in equal parts, per stirpes, the share or the whole of such partnership distributions to which such deceased child of mine would have been entitled, if he or she had survived me.

FOURTH

As thus amended, I hereby ratify, republish and confirm my said Will bearing date the 9th day of May, 1946, and I declare that said Will and this Codicil together constitute my Last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16 day of October, 1953.

Philip A. Carroll



677  
THE FOREGOING INSTRUMENT was, on the day of the date thereof, signed, sealed, published and declared by PHILIP A. CARROLL, the Testator therein named, as and for a CODICIL to his Last Will and Testament, bearing date May 9, 1946, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Margaret Smith

residing at 39 East 78th Street  
New York 21, N.Y.

Thomas P. Ford

residing at 94 Heights Road  
Ridgewood, N.Y.

William N. Jeffers

residing at 111-23 25th St.  
Forest Hills, L.I.

# Orphans' Court for Howard County, Maryland

FOREIGN PERSONAL REPRESENTATIVE

No. 7868

Estate of NINA R. CARROLL

Date of NEW YORK, NEW YORK, died FEBRUARY 11, 1989, testate

PERSONS TO WHOM LETTERS WERE GRANTED	AMOUNT OF BOND	SURETIES	SOLICITORS
PHILIP A. CARROLL MARY CARTER CARROLL ZIEGLER JOHN LEE CARROLL c/o COUDERT BROTHERS 100 PARK AVENUE NEW YORK, NEW YORK 10136	n/a	n/a	JOHN C. MURPHY 516 N. Charles Street Baltimore, Maryland 2120 (301) 625-4828

DATE	PROCEEDINGS	NAME OF VOLUME	LIBER	No.	FOLIO
1990					
22	WILL (CERTIFIED COPY)	ADM PROCEEDINGS			
"	TWO CODICILS (CERTIFIED COPIES)	" "			
"	EXEMPLIFIED COPY OF PROCEEDINGS FROM INITIAL APPOINTMENT	" "			
"	RESIDENT AGENT FORMS FOR JOHN LEE CARROLL AND MARY CARTER CARROLL ZIEGLER	" "			
"	LIST OF RECIPIENTS OF MARYLAND PROPERTY	" "			
"	NOTICE TO CREDITORS	" "			
"	APPRAISAL OF MARYLAND ASSETS	" "			
"	MARYLAND ESTATE TAX RETURN	" "			
18	Amended Maryland Estate Tax Return				
15	Application by Foreign Per. Rep to Fix Interitance Tax				
5	Notice of Inchoate Lien				
96	FROM DEPT OF TREASURY-IRS- UNITED STATES				
2	CERTIFICATE DISCHARGING PROPERTY SUBJECT TO ESTATE TAX LIEN				

**MICROFICHE  
JACKETS**

**M**

**M**

I, NINA RYAN CARROLL, a resident of the City, County and the State of New York, do make, publish and declare this my LAST WILL AND TESTAMENT, hereby revoking all former Wills and Codicils made by me.

FIRST

By Article TENTH of an Indenture of Trust dated February 18, 1942, between DOROTHY H. RYAN as Grantor, and me, NINA M. RYAN, as Trustee, I am vested with the power to appoint a Successor Trustee to succeed me in the event of my death prior to the termination of the Trust, with all of the rights, duties, powers and immunities conferred upon the Trustees therein by the said Trust Indenture. Pursuant to such power, I hereby appoint my son, PHILIP CARROLL, as Successor Trustee to me with all of the powers, rights and duties possessed by me as Trustee.

SECOND

4642

A. Since my son PHILIP CARROLL now owns the tangible contents of Doughoregan Manor in Howard County, Maryland and is now farming the surrounding acres, I give and bequeath to him, but not by way of limitation, all farm and garden implements, equipment, livestock, and produce, together with all other tangible personal property there located used in connection with the farming operation. But if he is not

living then I give and bequeath the same to his son, PHILIP D. CARROLL; but if he is not living then to the Trustees of the Carroll Trust which is hereinafter provided for in subparagraph (c) of paragraph II of Article Third.

B. I give and bequeath the contents of my apartment at 33 East 70th Street, New York, N.Y. as follows:

1. To my son, PHILIP CARROLL, the two Shakespeare pictures, now in the living room, constituting part of a set at The Manor and all blue, white, gold and red china compotes, dishes, plates, urns, etc., constituting part of a set now at The Manor.
2. To my son, JOHN LEE CARROLL, the painting of The Manor by Felix Kelly now in the library of my apartment.
3. To my children, PHILIP CARROLL, JOHN LEE CARROLL and MARY CARTER CARROLL ZIEGLER, all my furs, jewelry, clothing and other personal effects, to be allocated among them as they should agree among themselves.
4. All the rest and remainder of the contents of my apartment, including, but not by way of limitation, the silverware, glass, china, furniture, pictures, rugs, books, ornaments and all other household goods and furnishings to my children, JOHN LEE CARROLL and MARY CARTER CARROLL ZIEGLER, to be allocated between them as they should agree.

4643

In the event that any child of mine should predecease me, leaving children him or her surviving, then anything in this paragraph B to the contrary notwithstanding, such children shall receive and share equally the articles which my child would have received had he or she survived me.

THIRD

In and by Article SECOND of the Last Will and Testament of my late husband, PHILIP A. CARROLL, dated May 9, 1946 together with Article FIRST of the Codicil thereto dated October 16, 1953, both of which were duly admitted to probate in the Surrogate's Court of New York County, New York, I was given a life estate in all of his real property situated in Howard County, Maryland, with all improvements thereon together with a general power to appoint the said property by Deed or Will.

Pursuant to the aforesaid power vested in me, I hereby appoint any and all of the aforesaid CARROLL lands and real property situated in Howard County, Maryland, together with any and all buildings and improvements thereon and appurtenances thereto, and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such real property, and any investment or reinvestment thereof as follows:

4644

I. I appoint Doughoregan Manor House together with about seven hundred and fifty (750) acres, more or less, of the surrounding lands (said house and surrounding lands being hereinafter referred to as "The Manor"), and all buildings and improvements thereon and all appurtenances, constituting that part of the real property lying north of the center line of Paul's Lane extending to the easterly

boundary of said property, being that portion of said property which was conveyed to PHILIP A. CARROLL, by CHARLES CARROLL, JR., by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H..H. No. 117, Folio 113, to my son, PHILIP CARROLL, if living, or if he does not survive me, to his son, PHILIP D. CARROLL, if living, or, if PHILIP D. CARROLL does not survive me, to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees in trust however to hold and administer as provided in sub-paragraph (c) of paragraph II of this Article Third known as The Carroll Trust.

II. All of the remaining lands and real property in Howard County, Maryland over which I have the aforesaid power of appointment together with all buildings and improvements thereupon erected and all appurtenances and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such property, or any investment or reinvestment thereof and I appoint as follows:

- 4645 (a) I appoint an undivided one-fourth interest therein to my daughter, MARY CARTER CARROLL ZIEGLER, for her own use absolutely, if living, but if she is not living, I appoint the said interest to the trustees of The Ziegler Trust provided for in the following sub-paragraph (b) as an addition to that trust.

(b) I appoint an undivided one-fourth interest to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees of a trust (The Ziegler Trust) in trust nevertheless to hold, manage, invest and reinvest the same and to collect the income therefrom and to pay or apply the net income at least quarterly to, or to the use of, such members of a class composed of the children of my daughter, MARY CARTER CARROLL ZIEGLER, in such amounts and proportions as my trustees, in their discretion, shall determine from time to time. In disbursing the income the trustees, in their uncontrolled discretion, may pay to, or apply the same to the use of, any one member of the class or apportion it for the benefit of various members of the class to the exclusion of other members in such manner as they shall, from time to time, deem advisable without equality of treatment. Any net income not so distributed shall be added to the principal.

4646

Upon the death of the last surviving descendant of my husband, PHILIP A. CARROLL, living at the time of his death in 1957, or upon the twentieth anniversary of my death, whichever event first occurs, or upon the death of the last survivor of the children of MARY CARTER CARROLL ZIEGLER prior

thereto; this trust shall terminate and the trustees shall deliver and pay the principal then remaining in equal shares to each of the children of MARY CARTER CARROLL ZIEGLER then living, if any, and to the estate of each deceased child of MARY CARTER CARROLL ZIEGLER.

47 (c) In the event neither my son, PHILIP CARROLL, nor his son, PHILIP D. CARROLL, shall survive me I appoint an undivided one-half interest to my granddaughter, CAMILLA CARROLL, for her own use absolutely or to her estate if she should predecease me, but if either my aforesaid son or grandson should survive me, then in either such event the above appointment to my granddaughter, CAMILLA CARROLL shall be cancelled and shall be of no effect and in lieu thereof I appoint the aforesaid undivided one-half interest to my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees of a trust (The Carroll Trust) in trust nevertheless to hold, manage, invest and reinvest the same to collect the income therefrom, and to pay or apply the net income therefrom at least quarterly to, or to the use of, such members of a class composed of the children of my son, JOHN LEE CARROLL, in such amounts and proportions as my trustees, in their discretion shall determine from time to time. In disbursing the income the Trustees,

in their discretion may pay to, or apply the same to the use of, any one member of the class or apportion it for the benefit of various members of the class to the exclusion of other members in such manner as they shall, from time to time, deem advisable without equality of treatment. Any net income not so distributed shall be added to principal.

Upon the death of the last surviving member of the descendants of my husband, PHILIP A. CARROLL, living at the time of his death in 1957 or upon the twentieth anniversary of my death, whichever event first occurs, or upon the death of the last survivor of the children of JOHN LEE CARROLL prior thereto, this trust shall terminate and the Trustees shall deliver and pay the principal then remaining in equal shares to each of the children of JOHN LEE CARROLL then living if any and to the estate of any deceased child of JOHN LEE CARROLL, provided however that if The Manor be included in said principal then and in that event The Manor shall be conveyed to such male child or children of JOHN LEE CARROLL as the trustees shall designate and to be charged against the distribution share or shares of said male or males so designated.

4648

FOURTH

A large portion of the Maryland real property subject to

my aforesaid power of appointment is now subject to an easement granted by me to Maryland Historical Trust. Since all of the various parcels of real property subject to my power of appointment are contiguous or nearly so, and have been and now are being maintained and operated as a unit primarily as a farm, it is my wish that the beneficiaries under paragraph II of Article Third herein coordinate their efforts with those of the owner of Doughoregan Manor to the extent that the law allows so that the operation of the various parcels will be devoted to the same enterprise if possible and as much as possible.

FIFTH

I appoint any and all property over which I may have a power of appointment by Will under Article Fifth of the last Will and Testament of my husband, the late PHILIP A. CARROLL, into three equal shares as follows:

I. I appoint one such share to my son, PHILIP CARROLL, absolutely, if he survives me, but if he does not, then to his son, PHILIP D. CARROLL and his daughter, CAMILLA CARROLL, in equal shares but if either predeceases me leaving descendants, such descendants shall take the share which my grandchild would have received had he or she survived me, but if there be none, to his or her estate.

4649

II. I appoint one such share to my son, JOHN LEE CARROLL, absolutely, if he should survive me, or if he should predecease me, to his descendants me surviving, in equal shares per stirpes.

III. I appoint one such share to my daughter, MARY CARTER CARROLL ZIEGLER, absolutely, if she should survive me, or if she should predecease me, to her descendants me surviving, in equal shares per stirpes.

IV. If the appointment of any share of the property over which I have a power of appointment by Will under Article Fifth of said Will of said PHILIP A. CARROLL should lapse or fail then I appoint such lapsed or failed share to the persons entitled to receive the balance of such property under the foregoing provisions of this Article in the proportions which their respective shares bear to each other.

4650

SIXTH

ALL THE REST, RESIDUE AND REMAINDER of my estate of whatsoever kind and wheresoever situated, I give, devise and bequeath as follows:

A. One third (1/3) thereof to my son, PHILIP CARROLL, if living; but if he is not living, then to his son, PHILIP D.

9

CARROLL and his daughter, CAMILLA CARROLL, in equal shares, but if either of them be not living, then his or her share shall go to his or her descendants if any, me surviving and if none, then to his or her estate.

B. One-third (1/3) thereof to my son, JOHN LEE CARROLL if living, but if he is not living, to his descendants me surviving in equal shares per stirpes.

C. One-third (1/3) thereof to my daughter, MARY CARTER CARROLL ZIEGLER, if living, but if she is not living, then to her descendants me surviving in equal shares per stirpes.

D. Should any child of mine predecease me, leaving no descendants me surviving, then the share which the child would have received had he or she survived me, I give to my descendants who survive me in equal shares per stirpes.

#### SEVENTH

651 I direct that all estate, inheritance and succession taxes including interest assessed against my estate by federal or state governments with respect to property required to be included in my gross tax estate passing by this Will or otherwise shall be charged to and paid out of the principal of my residuary estate without contribution thereto from the persons benefited, but if such taxes exceed my residuary estate after the payment of debts and administration expenses, then and in that event I

direct that the excess tax be charged to the beneficiaries under paragraph II of Article Third herein in proportion to the value of their respective benefits received, such value to be based upon that value assessed in the federal estate tax proceeding in my estate.

EIGHTH

I hereby appoint my sons, PHILIP CARROLL and JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, to be executors of this my Will and I direct that no bond or other security be required of any of them as executors or as trustees of any trust that may come into existence under Article Tenth of this Will.

In and by Article Third I have appointed my son, JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as trustees of the trusts created therein. I direct that neither of them shall be required to file a bond or other security as trustee for the performance of his and her duties as such.

In the event of the death, resignation or failure to qualify of any of my aforesaid children as executor or trustee I authorize and empower that child to appoint his or her own substitute trustee or successor trustee. In the absence of such appointment I authorize and empower the other executors or trustees to appoint a substitute or successor executor or trustee as the case may be. Any appointments provided for

herein shall be made in writing and shall be filed in the court where this Will is probated.

NINTH

In addition to the powers vested in them by law, I grant to my executors and to my trustees (as to the latter in addition to the powers set forth in Article FOURTH herein), with respect to any and all property, whether real or personal belonging to me at the time of my death or which may at any time be held by them hereunder, the following powers which may be exercised at any time during the administration of my estate, the continuance of any trust hereunder until actual distribution of all property in their hands:

4653 (1) To retain such property as an investment without regard to the proportion such property or property of a similar character, so held, may bear to the entire amount of my estate, or of the trust in which such property is held, and whether or not the same be within the class of securities in which Trustees are authorized by law or any rule of court to invest trust funds.

(2) To sell such property at either public or private sale for cash or on credit, to exchange such property, and to grant options for the purpose thereof.

(3) To invest and reinvest in any property, in which a reasonably prudent person would invest, including but not by way of limitation, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, and shares of interests in investment trusts, without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds.

(4) To consent to and participate in any reorganization, consolidation, merger, combination, dissolution, change of capitalization or other changes of corporate structure, or any plan for any such change, and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant thereto.

4654 (5) To deposit any such property with any protective reorganization or similar committee, to delegate discretionary power thereto, and to pay part of its expenses and compensation and any assessments levied with respect to such property.

(6) To exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property, and to grant proxies, discretionary or otherwise, in respect thereto.

(7) To manage any such real property as if the absolute owner thereof, including but not by way of limitation the power to lease, or grant options to lease the same for any term or terms, although in excess of five years, and although any such terms may extend beyond the period of the trust under this my Will, without application to any court, and to enter into any covenants or agreements relating to the property so leased or any improvements which may then or thereafter be created thereon.

(8) To borrow money, and to pledge or mortgage any such property, for any purpose.

(9) To satisfy any general legacy or any part thereof, including any legacy to themselves as Trustees of the trusts under this Will, in kind; and in the division or distribution of my estate or the trusts under this Will, or any part thereof, including any distribution or payment

to themselves as Trustees of any trust under this Will, to make partition, division or distribution of property, or such payment, in kind, and for any such purpose to determine the value of any such property, which determination shall, to the extent permitted by law, be conclusive and not subject to review.

(10) To apportion between income and principal charges or expenses incurred by, or taxes assessed against my estate or the trusts hereunder, or to allocate the same wholly to principal or wholly to income, and any such apportionment or allocation shall, to the extent permitted by law, constitute full protection to my said Executors and Trustees with respect to any action taken or payments made in reliance therein.

4656 (11) To appoint agents to set in his or their behalf, and to delegate discretionary powers to such agents.

(12) To extend the time of payment of any obligation at any time owing by or to my estate, or the trusts under this Will and to compromise, settle or submit to arbitration upon such terms as they may deem advisable, or to release with or without consideration, any claim in favor of

or against my estate or the trusts under this Will.

(13) To do all such acts, take all such proceedings and exercise all such rights and privileges, although not hereinbefore specifically mentioned, with relation to any such property as if the absolute owner thereof, and in connection therewith to make, execute and deliver any instrument and to enter into any covenants or agreements binding my estate or the trusts under this Will.

In distinguishing between income and principal hereunder, my Trustees shall not be required to amortize premiums paid for trust securities, and all stock and extraordinary dividends shall be treated as principal and added to the trust fund so far as permitted by law.

In the administration of my estate and of the trust hereunder, my Executors and my Trustees are hereby authorized to deposit any securities held by him or them in a custodian account in a bank or trust company, and to cause any such securities so deposited by them to be registered and held in the name of the nominee of such depository without words indicating fiduciary capacity, and to pay the custodian fees and other charges of such bank or trust company for the custody of such securities, the collection of income and other

custodian services, and to charge the same against income of the estate, or of the trust as the case may be, and I direct that no part of such charge shall be deducted from or applied against the compensation of my individual Executors or my individual Trustees hereunder.

No one dealing with my Executors or my Trustees shall be obliged to look to the application of any moneys or other properties paid or delivered to my Executors or my Trustees.

TENTH

If at any time any or all the principal of my residuary estate or any property, real or personal, appointed by any other Article of this my Will would, but for the provisions of this paragraph, vest in a minor, then anything hereinabove contained to the contrary notwithstanding, I give, devise, bequeath and appoint such property to my sons, PHILIP CARROLL and JOHN LEE CARROLL, and my daughter, MARY CARTER CARROLL ZIEGLER, as Trustees, IN TRUST, to hold, manage, invest and reinvest the same, to collect and receive the income therefrom and of the principal thereof as they in their absolute discretion shall deem advisable for the

support, maintenance and education of such minor, and to accumulate any income not so applied until such minor shall attain the age of twenty-one years; and upon such minor attaining such age, my Trustees shall transfer and pay over to such minor the principal and accumulated income then in their hands hereunder; or in the event of the death of such minor prior to attaining the age of twenty-one years, my Trustees shall thereupon transfer and pay over the principal and accumulated income then in their hands hereunder to the personal representative of such minor.

In any case, where my Trustees are authorized to make payment to a minor, my Trustees may make application of income or principal to or for the use of such minor either by payment directly to such minor or by payment for the benefit of such minor; to the parent of such minor or to the guardian of such minor or to the person with whom such minor may reside, or by paying the expenses of such minor, to such minor and the receipt of such minor, parent or guardian or such other person for all payments so made or other evidence of such expenditures shall be sufficient to discharge my Trustees from further liability for the amount so paid or expended.

ELEVENTH

Except as expressly provided herein by Article THIRD and FIFTH it is my intention not to exercise by this Will any power of appointment by Will which I may have at the time of my death.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of June 1979.

Nina Ryan Carroll (L.S.)

THE FOREGOING INSTRUMENT, was, on the day of the date thereof, signed, sealed, published and declared by NINA RYAN CARROLL, the Testatrix therein named, as and for her LAST WILL AND TESTAMENT, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

James J. Meyer residing at 31 Brewery Park So  
N. Y. N. Y. 10003

Therese Buslinian residing at 41 Woods Hole Drive  
Scarsdale, N.Y. 10583

Gerard T. Scherbin residing at 119 West Lane  
Stamford, Conn 06905

19

ORIGINAL ADMITTED TO PROBATE April 11, 1989  
 A TRUE COPY of will + two codicils  
 CLERK Robert M. Keane  
 COURT  
 RECORDED September 21, 1989

I, Nina Ryan Carroll, a resident of the City, County and State of New York do make, publish and declare this as a Codicil to my Last Will and Testament dated June 4, 1979.

FIRST: I hereby revoke paragraph I of Article Third of my will and declare in its place and stead the following:

(a) I appoint Doughoregan Manor House together with about seven hundred and fifty (750) acres, more or less, of the surrounding lands (said house and surrounding lands being hereafter referred to as "The Manor"), and all buildings and improvements thereon and all appurtenances, constituting that part of the real property lying north of the center line of Paul's Lane extending to the easterly boundary of said property, being that portion of said property which was conveyed to PHILIP A. CARROLL, by CHARLES CARROLL, JR., by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H. H. No. 117, Folio, to my grandson Philip D. Carroll and my granddaughter Camilla Carroll in equal shares as tenants in common. It is my wish that in the event that my granddaughter at anytime be vested with sole ownership of The Manor she will observe the Carroll family tradition that she exchange with some other male Carroll descendant her interest in The Manor for other Howard County realty of then-equal value owned by such other male descendant.

4661 (b) If neither grandchild survives me, then in that event I appoint The Manor as hereinabove describe to my son Philip Carroll and to his estate.

SECOND

As thus amended I hereby ratify and confirm my said Will of June 4, 1979 and declare that the Will and this Codicil together constitute my Last Will and Testament.

In Witness Whereof I have hereunto set my hand and seal this 28<sup>th</sup> day of Nov., 1986.

Nina R. Carroll (L.S.)

THE FOREGOING INSTRUMENT, was, on the day of the date thereof, signed, sealed, published and declared by NINA RYAN CARROLL, the Testatrix therein named, as and for a codicil to her LAST WILL AND TESTAMENT, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Alma A. Brady residing at 220 E 9th St NY 10128

Bruce M. Groat residing at 1763 2<sup>nd</sup> Ave. N Y C NY 10128  
4662

Gerard T. Lusk residing at 119 West Lane  
Stamford CT 06905

21

ORIGINAL ADMITTED TO PROBATE April 16, 1989  
of Will & ISI Codicil  
Robert M. Peaves  
CLERK OF COURT  
September 21, 1989

SECOND CODICIL  
TO  
LAST WILL AND TESTAMENT  
OF  
NINA RYAN CARROLL

I, NINA RYAN CARROLL, domiciled in the City, County and State of New York, do hereby make, publish and declare this to be the Second Codicil to my Last Will and Testament dated June 4, 1979, as amended by my First Codicil dated November 28, 1986.

I.

I delete the last sentence of Paragraph A of Article SECOND of my said Will and substitute therefor the following:

"But if my son, PHILIP CARROLL, shall not survive me, then I give and bequeath the same to such of his lineal descendants as shall survive me, in equal shares, per stirpes."

II.

I hereby amend Article THIRD of my said Will, as amended by my said First Codicil, in its entirety; Article THIRD shall now read as follows:

4663  
"In and by Article SECOND of the Last Will and Testament of my late husband, PHILIP A. CARROLL, dated May 9, 1946, together with Article FIRST of the Codicil thereto dated October 16, 1953, both of which were duly admitted to probate in the Surrogate's Court of New York County, New York, I was given a life estate in all of his real property situated in Howard County, Maryland, with all improvements thereon together with a general power to appoint the said property by Deed or Will.

"Pursuant to the aforesaid power vested in me, I hereby appoint any and all of the aforesaid CARROLL lands and real property situated in Howard County, Maryland, together with any and all buildings and improvements thereon and appurtenances thereto, and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such real property, and any investment or reinvestment thereof as follows:

"I. I appoint Doughoregan Manor House together with about seven hundred and fifty (750) acres, more or less, of the surrounding lands (said house and surrounding lands being hereinafter referred to as 'The Manor'), and all buildings and improvements thereon and all appurtenances, constituting that part of the real property lying north of the center line of Paul's Lane extending to the easterly boundary of said property, being that portion of said property which was conveyed to Philip A. Carroll, by Charles Carroll, Jr., by Deed, dated February 24, 1923, and recorded in the land records of Howard County on March 1, 1923, in Liber H. H. No. 117, Folio 113, as follows:

"A. If I shall die before January 1, 1990, to such of the lineal descendants of my son, PHILIP CARROLL, as shall survive me, in equal shares, per stirpes, as tenants in common, but if there be none, to my son, PHILIP CARROLL, if he shall survive me.

"B. If I shall not die before January 1, 1990, to my son, PHILIP CARROLL, if he shall survive me, but if he does not, to such of his lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

4664 "II. I appoint all of the remaining lands and real property in Howard County, Maryland, over which I have the aforesaid power of appointment together with all buildings and improvements thereupon erected and all appurtenances and any and all money or property representing the proceeds of any sale, mortgage or exchange of any such property, or any investment or reinvestment thereof, as follows:

"A. An undivided one-fourth interest therein to my daughter, MARY CARTER CARROLL ZIEGLER if she shall survive me, but if she does not, to such of her lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

7. R.S. "B. An undivided one-fourth interest therein (i) if I shall die before January 1, 1990, to such of the lineal

descendants of my daughter, MARY CARTER CARROLL ZIEGLER, as shall survive me, in equal shares, per stirpes, as tenants in common; or (ii) if I shall not die before January 1, 1990, to my daughter, MARY CARTER CARROLL ZIEGLER, if she shall survive me, but if she does not, to such of her lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

"C. An undivided one-half interest therein (i) if I shall die before January 1, 1990, to such of the lineal descendants of my son, JOHN LEE CARROLL, as shall survive me, in equal shares, per stirpes, as tenants in common; or (ii) if I shall not die before January 1, 1990, to my son, JOHN LEE CARROLL, if he shall survive me, but if he does not, to such of his lineal descendants as shall survive me, in equal shares, per stirpes, as tenants in common.

"III. Should any child of mine predecease me, leaving no descendant surviving me, then the share which the child would have received had he or she survived me, I give to my descendants who survive me, in equal shares, per stirpes.

"IV. In the event that distribution of the property described in Paragraph I of this Article would be deemed a generation skipping transfer for federal tax purposes, I hereby direct my executors to allocate to said property the One Million Dollars (\$1,000,000) exemption applicable to generation skipping transfers pursuant to Section 2631 of the Internal Revenue Code, as amended. If said distribution would not be deemed a generation skipping transfer for federal tax purposes or to the extent the exemption is not needed to prevent imposition of the generation skipping tax, I hereby direct my executors to allocate said One Million Dollars (\$1,000,000) exemption, or the remaining amount of the exemption, among any property described in Paragraph II of this Article deemed to be generation skipping transfers for federal estate tax purposes in proportion to the value of said property."

III.

I amend Article EIGHTH by revoking in its entirety the second paragraph of said Article. I amend the third paragraph of said Article by deleting from the first sentence the phrase, "substitute trustee or successor trustee", and

4665

substituting therefor the phrase, "substitute or successor executor or trustee".

IV.

I amend the first paragraph of Article NINTH by deleting the phrase "(as to the latter in addition to the powers set forth in Article FOURTH herein)".

V.

I amend the first paragraph of Article TENTH of my said Will by deleting the phrase, "appointed by any other Article of this Will", and substituting therefor the phrase, "appointed by Article FIFTH or SIXTH of this Will".

VI.

I hereby revoke my First Codicil dated November 28, 1986, to my said Last Will and Testament in its entirety being an amendment to Article THIRD which has been wholly restated in this Second Codicil.

4666

VII.

As thus amended, I hereby ratify and confirm my said Will of June 4, 1979 and declare that the Will and this Second

Codicil together constitute my Last Will and Testament.

In Witness Whereof I have hereunto set my hand and seal this 10 day of April, 1987.

Nina Ryan Carroll (L.S.)  
NINA RYAN CARROLL

THE FOREGOING INSTRUMENT, was, on the day of the date thereof, signed, sealed, published and declared by NINA RYAN CARROLL, the Testatrix therein named, as and for a codicil to her LAST WILL AND TESTAMENT, in the presence of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Robert J. Jones residing at 67-66 108<sup>th</sup> St.  
Forest Hill, N.Y.  
Nancy J. Viedt residing at 311 East 72nd St.  
New York NY  
Lisa A. Rosen residing at 124 West 60<sup>th</sup> St.  
New York N.Y.

4667

26

APPROVED TO PROBATE April 11, 1989  
A TRUE COPY of will + 2nd codicil  
Clerk Robert M. Keaves  
COURT  
CERTIFIED September 21, 1989

STATE OF NEW YORK            )  
                                  ) ss.:  
COUNTY OF NEW YORK         )

Each of the undersigned, individually and severally, being duly sworn, deposes and says:

The within Codicil was subscribed in our presence and sight at the end thereof by NINA RYAN CARROLL, the within named testatrix, on the 10<sup>th</sup> day of April, 1987, at 33 East 70th Street, Apartment 6F, New York, New York 10021.

Said testatrix at the time of making such subscription declared the instrument so subscribed to be her Codicil.

Each of the undersigned thereupon signed his and her name as a witness at the end of said Codicil, at the request of said testatrix and in their presence and sight and in the presence and sight of each other.

Said testatrix was, at the time of so executing said Codicil, over the age of eighteen years, and, in the respective opinions of the undersigned, of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Codicil.

Said testatrix, in the respective opinions of the undersigned, could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment which would affect her capacity to make a valid Codicil. The Codicil was executed as a single, original instrument and was not executed in counterparts.

Each of the undersigned was acquainted with said testatrix at such time, and makes this affidavit at her request.

The within Codicil was shown to the undersigned at the time this affidavit was made, and was examined by each of them as to the signature of said testatrix and of the undersigned.

The foregoing instrument was executed by said testatrix and witnessed by each of the undersigned affiants

27

under the supervision of Steven Lavner, an attorney-at-law.

Steven Lavner

Henry J. Viedt

Walter A. Brown

Severally sworn to before me this 10th day of April, 1987

Elaine C. Reilly

Notary Public

ELAINE C. REILLY  
Notary Public, State of New York  
No. 41-4712174  
Qualified in Queens County  
Commission Expires May 31, 1988

28

ESTATE OF NINA R. CARROLL

The Maryland assets consist of tangible and intangible personal property. The list of recipients under the will and codicils and their relationship is as follows:

Son: Philip Carroll P.R. ★  
3500 Manor Lane  
Ellicott City, Md. 21043

Son: John Lee Carroll P.R.  
215 East 72nd Street  
New York, New York 10021

Daughter: Mary Carter Carroll Zeigler P.R.  
P.O. Box 146  
Free Union, Va. 22940

Grandchildren:

Philip D. Carroll ★  
Apt. 252  
1670 El Camino Real  
Menlo Park, CA 94025

Camilla Carroll ★  
USARU  
APO New York 09053

John Lee Carroll, Jr.  
Box 199  
Queenstown, Md. 21658

Thomas T. Carroll  
215 E. 72nd Street  
New York, New York 10021

Genevieve Anne Carroll  
215 E. 72nd Street  
New York, New York 10021

Natalie Ziegler Zirchky  
920 Kipling Drive  
Atlanta, GA 30318

Jessica Ziegler Cardew  
Apt. 3  
322 E. 77th Street  
New York, New York 10021

Sophie Zeigler  
1050 Sanchez St.  
San Francisco, CA 94114

32

662

THOMAS & James O. Donnell  
Right Of Way TO  
W. Raymond Cross.

FOR AND IN CONSIDERATION OF One and no /100 (\$1.00) Dollars  
to us in hand paid ~~paid~~, the receipt of which is hereby ac-  
knowledged, and a further consideration of 50 cents per rod

for each rod of pipe laid on herein described premises to be paid before said pipe  
line is laid we James O. Donnell Thos. P. O. Donnell of Elliott City do hereby grant  
to W. Raymond Cross, his heirs or assigns, the right of way to lay, maintain, operate  
and remove a pipe line for the transportation of oil or gas and erect, maintain and  
operate a telegraph or telephone line, if the same shall be found necessary on, over  
and through our lands, situate in Third District Howard County State of Maryland bound  
and described as follows: On the North by lands of Taylor here, On the East by  
lands of J. Leo Carroll, On the South by lands of J. Leo Carroll, On the West by lands  
of Taylor here with ingress and egress to and from the same. The said grantor, heirs  
or assigns to fully use and enjoy the said premises, except for the purposes herein-  
before granted to the said W. Raymond Cross, who hereby agrees to pay any damages which  
may arise to crops and fences from the laying, maintaining, operating and removing  
said pipe line, said damages if not mutually agreed upon, to be ascertained and de-  
termined by three disinterested persons, one thereof to be appointed by the said gran-  
tor, heirs or assigns, one by W. Raymond Cross, his heirs or assigns, and the third  
by the two so appointed as aforesaid, and the award of such three persons shall be  
final and conclusive. And the said W. Raymond Cross his heirs or assigns, is further  
granted the right from time to time to lay additional lines of pipe alongside of the  
first lines as herein provided upon the payment of the price per rod above mentioned  
for each additional line so laid, and subject to the same conditions, also to have  
the right to change the size of the pipes, the damages, if any, to crops and fences  
in making such change to be paid by the said W. Raymond Cross, his heirs or assigns  
telephone or telegraph to be erected to be erected along fences or property lines.

WITNESSES the following signatures and seals on this 5th day of October A. D. 1909:

Signed, sealed and delivered in presence of,  
(1) J. D. Hill James O. Donnell (Seal)  
(2) J. H. Twibell Thos. P. O. Donnell (Seal)

STATE OF MARYLAND, Howard County. To-wit:  
I hereby certify that on this 12 day of August in the year nine before me, the sub-  
scriber, a Notary Public personally appeared James O. Donnell & Thos. P. O. Donnell, and  
and did acknowledge the foregoing deed to be their respective act.

(Seal Place) W. R. Dorsey Notary Public

Received for record 3<sup>rd</sup> Sept. 1909 at 11 o'clock A.M. same day recorded and examined  
per:

*W. M. L. Basil* Clerk.

REPRODUCIBLE  
ORIGINAL

## MARYLAND HISTORICAL TRUST

## DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 23<sup>d</sup> day of *May* 1977, by and between NINA R. CARROLL, Grantor, and the MARYLAND HISTORICAL TRUST, Grantee,

\*\*\* WITNESSETH \*\*\*

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historical, aesthetic and cultural properties, all as is more particularly provided by law; and

WHEREAS, Grantor is the owner, pursuant to the Will of Philip A. Carroll, dated May 9, 1946, and a Codicil thereto dated October 16, 1953, of a life estate and a general power of appointment in improved real property known as Doughoregan Manor, located in the Second and Third Election Districts of Howard County, State of Maryland, which property is hereinafter referred to as the Property and is more particularly described below; and

WHEREAS, the Property, including all the land covered by this easement, has substantial historic, aesthetic and cultural character and importance, and this easement will promote the preservation and maintenance of the Property and its historic aesthetic and cultural character; and

WHEREAS, Grantee has determined that this easement is exclusively for conservation purposes; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer this easement;

NOW, THEREFORE, in consideration of the premises Grantor, as life tenant and in partial exercise of her power of appointment referred to above, gives and conveys to Grantee an easement (hereinafter the "Easement") in all of that certain lot or parcel of land known as Doughoregan Manor, together with all of the improvements thereon and appurtenances, rights, and interests thereunto belonging, the Property being more particularly described as follows:

Beginning for the same at a cut granite stone heretofore set on the Northern margin of the sixty-six foot wide right-of-way of the Baltimore to Frederick Turnpike Road, the said point being directly opposite Manor Lane, and at the end of the fifteenth or N 70 degrees W 181 perches line of that land, which by deed dated June 7, 1866 and recorded among the Land Records of Howard County in Liber WWW 25, folio 316, etc. was granted and conveyed by Charles Carroll and Caroline Carroll, his wife, to Anita Carroll, wife of John Lee Carroll and running with the said road margin and reversely with the said fifteenth line plus a straight line prolongation thereof, with bearings corrected to True Meridian, as now surveyed;

(1) S 73 degrees 02 minutes 48 seconds E 3140.09 feet to intersect the thirteenth outline at 2921.96 feet on said line, thence running reversely with said line and passing over a concrete monument now set on the Southern margin of the said road right-of-way.

(2) S 25 degrees 58 minutes 45 seconds E 2921.96 feet to a concrete monument now set, thence running reversely with the twelfth and a part of the eleventh outlines respectively.

(3) S 21 degrees 10 minutes 35 seconds E 412.58 feet to a granite stone heretofore set, thence

(4) S 87 degrees 17 minutes 37 seconds W 523.99 feet to a granite stone heretofore set at the end of the third line of that land, the said land being a part of the land herein described, which by deed dated November 26, 1867 and recorded among the said Land Records in Liber WWW 27, folio 411 etc., was granted and conveyed by Matthais Hammond and Clara Hammond, his wife, to Anita Carroll, wife of John Lee Carroll and running reversely with the said third line

(5) S 07 degrees 19 minutes 03 seconds E 2783.20 feet to a granite stone heretofore set at the end of the ninth or N 62 degrees

E 34-3/4 perches line of the aforementioned conveyance from Charles Carroll and wife, thence running reversely with the said ninth line

(6) S 61 degrees 55 minutes 21 seconds W 642.37 feet to a granite stone heretofore set at the end of the eighth or N 62 degrees E 157.5 perches line of that tract designated as Lot J, Division 5 and recorded among the Partition Records of Howard County in Liber EPH No. 1, folio 35 etc., and running reversely with the eighth to second line inclusively

(7) S 61 degrees 52 minutes 51 seconds W 2549.50 feet to a large granite stone with the letters CC cut therein, thence

(8) S 27 degrees 49 minutes 20 seconds E 3024.41 feet to a granite stone heretofore set.

(9) S 61 degrees 59 minutes 09 seconds W 180.43 feet to a concrete monument now set,

(10) S 27 degrees 01 minute 31 seconds # 513.33 feet to a granite stone heretofore set,

(11) S 49 degrees 13 minutes 56 seconds W 956.26 feet to a tall granite stone heretofore set,

(12) N 85 degrees 56 minutes 08 seconds W 1573.23 feet to a concrete monument now set,

(13) S 76 degrees 03 minutes 52 seconds W 1021.30 feet to a cut sandstone bearing the letter A cut therein, thence running reversely with the firstly described outline of the said Lot J in combination reversely with the seventeenth or N 76 degrees W 147 perches line plus the sixteenth line of that tract designated as Lot K in the aforementioned Partition Records

(14) S 76 degrees 13 minutes 08 seconds W 3570.74 feet to a stone marked five which is now reset, thence running reversely with the fifteenth and fourteenth outlines of Lot K.

(15) S 78 degrees 20 minutes W 561.00 feet passing over a stone heretofore set 35.61 feet from the end thereof, to a concrete monument now set on the west edge of an abandoned roadway, thence

(16) N 17 degrees 55 minutes 00 seconds W 2314.65 feet to a concrete monument now set at the point the persimmon tree once stood, thence running reversely with the combined thirteenth and twelfth outlines

(17) N 03 degrees 44 minutes 02 seconds W 354.05 feet to a point in the center of the stream between the abutments of an abandoned bridge site, thence reversely with the eleventh and tenth outlines respectively

(18) N 15 degrees 17 minutes 33 seconds W 165.00 feet to a concrete monument now set,

(19) N 19 degrees 47 minutes 33 seconds W 592.00 feet to an iron pipe heretofore set in the bed of Carroll's Mill Road, the said point also being at the end of the third or S 24-1/2 degrees W 23 perches line of the thirdly described or 20 acres 3 roods and 4 square perches parcel which by deed dated September 15, 1939 and recorded among the said Land Records in Liber BM Jr. No. 164, folio 403 etc. was granted and conveyed by Thomas P. O'Donnell and Ada D. O'Donnell, his wife, to Philip A. Carroll, and running three courses with the said Carroll's Mill Road and with the fourth, fifth and a part of the sixth lines of said third parcel

(20) S 72 degrees 11 minutes 00 seconds W 57.75 feet to an iron pipe now set,

(21) N 87 degrees 49 minutes 00 seconds W 396.00 feet to an iron pipe now set,

(22) N 69 degrees 36 minutes 00 seconds W 206.70 feet to an iron pipe now set at the end of the third or S 28 degrees 50 minutes W 209.10 foot line of that land which by deed dated January 12, 1939 and recorded among the said Land Records in Liber BM Jr.

No. 163 folio 258 was granted and conveyed by Thomas P. O'Donnell and Ada D. O'Donnell, his wife, to Isaac Johnson, the said parcel being an exception to the aforementioned thirdly described parcel and not the firstly described parcel as set forth in the said conveyance from O'Donnell to Carroll, thence running reversely with the third and second lines of the Johnson lot

(23) N 21 degrees 54 minutes 00 seconds E 209.10 feet to a concrete monument now set,

(24) N 69 degrees 36 minutes W 209.10 feet to a concrete monument now set at 161.23 feet on the eighth line of the aforementioned thirdly described parcel thence with a part of the eighth and all of the ninth outlines

(25) N 21 degrees 54 minutes 00 seconds E 610.97 feet to a concrete monument now set on the West edge of a flintstone quarry, thence running with the combined tenth and eleventh outlines, and excluding the said quarry

(26) S 09 degrees 51 minutes 00 seconds E. 176.55 feet to an iron pipe now set, thence with the twelfth and thirteenth lines respectively

(27) E 80 degrees 96 minutes 00 seconds E. 13.20 feet to an iron pipe now set.

(28) S 89 degrees 36 minutes E. 151.80 feet to a concrete monument now set, thence running with the fourteenth line of the said third parcel plus the seventh or N 2 degrees W. 9.8 perches outline of the tract firstly described in the aforementioned conveyance from O'Donnell to Carroll

(29) N 00 degrees 50 minutes 33 seconds E. 828.36 feet to an iron pipe now set in a white oak stump, thence with the eighth, ninth, tenth and eleventh lines of the said firstly described parcel

(30) N 18 degrees 33 minutes 07 seconds W. 112.20 feet to an iron pipe now set in a black oak stump

(31) N 24 degrees 56 minutes 53 seconds E. 1468.58 feet to a concrete monument now set

(32) S 65 degrees 03 minutes 07 seconds E. 394.22 feet to a stone heretofore set beside a gully,

(33) N 27 degrees 16 minutes 05 seconds E. 653.39 feet to a concrete monument now set at the end of the third or S 27-1/2 degrees E 25-3/4 perches lines of that land, which by deed dated March 31, 1927 and recorded among the said Land Records in Liber H.B.N. No. 129, folio 532, etc. and running reversely with the third, second, and a part of the first outlines of said land

(34) N 32 degrees 28 minutes 55 seconds W. 417.44 feet to a poplar tree

(35) N 42 degrees 41 minutes 06 seconds W. 364.81 feet to a stone heretofore set

(36) N 13 degrees 31 minutes 04 seconds E. 1056.53 feet to a concrete monument heretofore set at the end of the third or S 37-1/2 degrees E. 625 foot line of that land, which by deed dated April 13, 1948 and recorded among the said Land Records in Liber M.W.B. No. 203, folio 483 etc., was granted and conveyed by John Yarrow Eccles, Executor of Will and Codicil of Helen Beatrice Cavendish Moyle Sherer, Late of Knightsbridge to Philip A. Carroll and running reversely with the said third line

(37) N 47 degrees 48 minutes 39 seconds W. 634.82 feet to the centerline of Vineyard Road as it is now located and passing over a concrete monument heretofore set on the Eastern boundary of said road, thence running four courses and distances with the said Vineyard Road and reversely with the second line of the said conveyance from Eccles to Carroll

(38) N 57 degrees 55 minutes 48 seconds E. 500.96 feet to the end of the twenty-first or S 56 degrees W 35 perches line of

the herein firstly mentioned conveyance to Anita Carroll, thence running reversely with the twenty-first to sixteenth lines of said land inclusively

(39) N 53 degrees 00 minutes 48 seconds E. 577.50 feet,

(40) N 39 degrees 45 minutes 48 seconds E. 2458.50 feet,

(41) N 26 degrees 15 minutes 48 seconds E. 2376.00 feet

to the center-line intersection of Vineyard Road and the aforementioned Baltimore to Frederick Turnpike Road, thence one course with the centerline of the said Turnpike.

(42) S 82 degrees 36 minutes 44 seconds E. 189.50 feet,  
thence

(43) N 14 degrees 06 minutes 44 seconds W. 35.47 feet to  
the Northern right-of-way margin,

(44) S 82 degrees 36 minutes 44 seconds E. 1394.98 feet  
to the point of the beginning, containing 2042.28 acres of land,  
more or less.

Exhibit A hereto consists of 40 pages, and includes as page 1 a schedule (which is recorded with this deed of easement) describing the documents, photographs and other things that are a part of the exhibit and that are filed at the offices of Grantee, that are not recorded herewith but are nonetheless as fully and completely incorporated into this deed of easement as though recorded herewith.

The Easement is subject to any and all presently existing valid encumbrances, easements and rights of way upon the Property.

The Easement shall be of a duration of thirty (30) years from the date hereof and shall then fully terminate. It is an easement in gross and as such is inheritable and assignable and runs with the land as a binding servitude and as an incorporeal property interest in the Property enforceable by Grantee, its

successors and assigns with respect to the Property and against Grantor and Grantor's heirs, successors and assigns; and to that end Grantor covenants on behalf of herself, her heirs, successors and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a binding servitude until the date of termination, to do and to refrain from doing upon the Property each of the following stipulations, which contribute to the public purpose in that they aid significantly in the preservation and conservation of the Property:

1. No industrial or commercial activities, with the exception of farming (including the sale of farm products to the public), shall be carried on on the Property, except such as can be carried on from a residential or farm building without alterations to the external appearance of the building.

2. Timberlands shall be managed in accordance with sound forestry practices, and trees may be selectively or clear cut from time to time in such manner as will not permanently alter the character of such lands as forest lands. Notwithstanding the provisions of the preceding sentence, timberland may be cleared for agricultural use or for any construction permitted by paragraph 4 hereof.

3. No dump of ashes, sawdust, bark, trash, rubbish or any other unsightly or offensive material, except that which is produced by or maintained for agricultural use, may be permitted on the Property visible from the public roads and highways.

4. No building or other structure shall be built or maintained on the Property other than those buildings or structures which are on the date hereof located on the Property as described and depicted in Exhibit A, except as follows:

(a) fences and unpaved roads, when constructed or maintained for agricultural purposes, are not included within the meaning of "building" or "structure" as used herein;

(b) any building or structure may be constructed and maintained for agricultural use, including residential houses for workers (including guards) on the Property and garages or other buildings or structures incident to such houses.

(c) no more than eight (8) additional houses may be constructed and maintained on the Property, together with out-buildings and structures reasonably related thereto, including (but not limited to) access roads, wells, barns or stables, garages, swimming pools, tennis courts, garden structures and the like, provided that no such house shall be constructed except for the bona fide personal residential use of one or more of Grantor's lineal descendants, including lineal descendant by adoption.

5. \*Without the express written permission of the Director of the Maryland Historical Trust (hereinafter the "Officer"), no construction, alteration or remodeling or any other thing shall be undertaken or permitted to be undertaken on the existing structures numbered 1, 3, 4, 5, 7 and 22 on page 4 of Exhibit A which would affect their exterior, as described and depicted in Exhibit A; provided, however, that the maintenance, reconstruction, repair, repainting or refinishing of any of said exteriors, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted without such written permission of the Officer provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not materially alter the appearance thereof as they are as of this date. The term exterior shall include general style and arrangement of such exterior, including the kind and texture of building materials and the type and style of all exterior windows, doors, light fixtures, signs and other similar features, but not the color of paint or other finish.

6. Grantor agrees, to the extent reasonably financially feasible, to maintain the Manor House (Exhibit A, p. 4, No. 1) in good, clean and safe condition and shall maintain, repair and administer it to preserve its historic, aesthetic and cultural character and appearance as is described and depicted in Exhibit A; provided, that nothing herein shall require reconstruction if the Manor House is destroyed in whole or in part by casualty loss. This covenant is expressly limited to the Manor House and does not apply to any other improvement on the Property. The obligations of this affirmative covenant are expressly declared not to apply to the existing structures numbered 3, 4, 5, 7 and 22, which are subjected to a negative covenant only in paragraph 5 above.

7. If at any time during the term of this Easement a public highway is proposed to run across the Property between the existing Manor Lane and the eastern boundary of the Property in a generally north-south direction, such public highway may be constructed and maintained if (a) the Officer finds that such highway would be less deleterious to the historic, aesthetic and cultural character of the Property than is the existing Manor Lane, and (b) the public right of way over the existing Manor Lane as it crosses all or substantially all of the Property is surrendered.

8. Grantee shall have the right to enter the Property for the purpose of inspecting the Property to determine whether there is compliance by Grantor with the terms of this Easement, provided that (a) such right may be exercised no more frequently than once every two years, (b) no more than one representative of Grantee shall be entitled to participate in each inspection, and (c) the interiors of all buildings and structures shall be exempt from inspection.

9. Upon any breach of the terms of this Easement by Grantor, Grantee shall have the following rights, which shall be cumulative and shall be in addition to any other rights and remedies available to grantee at law or in equity:

(a) to require restoration of the Property to the condition required by this Easement;

(b) to enjoy any breach or enforce any covenant hereof by ex parte, interlocutory, and final injunction; and

(c) to recover compensatory damages for any breach, which damages shall be applied to restoration of the Property to the condition required by this Easement.

No failure on the part of the Grantee to enforce any covenant or provision herein nor the waiver of any right hereunder by Grantee shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in event of a subsequent breach or default.

10. In any event where the terms of this Easement require the consent of the Officer, such consent shall be requested by notice to the Officer and consent shall be deemed to have been given within forty-five (45) days after receipt of notice by the Officer unless the Officer gives notice to Grantor of specific reason for disapproval. In any event where the Officer gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by such person or agency as may be designated by it to make such review. Appeal shall be made by notice to the Officer given within forty-five days of receipt of notice of disapproval from the Officer.

11. Any notice required to be given by this Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, addressed to the Officer, as follows:

Director  
Maryland Historical Trust  
Shaw House  
21 State Circle  
Annapolis, Md. 21401

or to the Grantee or the Officer at such other address as the Officer may from time to time designate by notice to Grantor. Any notice given in the foregoing manner shall be deemed to have been given when deposited with the United States Post Office.

12. This Easement is for the purpose of promoting and shall be construed so as to promote the purposes of the statutes creating and governing Grantee and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property.

13. Grantee agrees that it will hold the Easement exclusively for conservation purposes, i.e., that it will not transfer the Easement in exchange for money, other property, or services.

TO HAVE AND TO HOLD unto the Maryland Historical Trust, its successors and assigns, for thirty years.

Witness the following signatures and seals.

WITNESS:

GRANTOR:

[Signature]

Nina R. Carroll (SEAL)

WITNESS:

GRANTEE:

[Signature]

Maryland Historical Trust --

BY [Signature] (SEAL)  
ITS DIRECTOR

STATE OF <sup>New York</sup> ~~MARYLAND~~, NY COUNTY, to wit:

I HEREBY CERTIFY that on this 23 day of May, in the year '77, before the subscriber, personally appeared Nina K. Carroll and acknowledged the foregoing deed to be her act.

[Signature]  
Notary Public

My commission expires: 3-30-78

KENNETH P. LABA  
Notary Public, State of New York  
No. 31-4603617  
Qualified in New York County  
Commission Expires March 30, 1978

STATE OF MARYLAND Anne Arundel COUNTY, to wit:

I HEREBY CERTIFY that on this 1 day of June,  
in the year 77, before the subscriber, personally appeared  
Orwin C. Talbot, Director of the Maryland Historical Trust,  
and acknowledged the foregoing deed to be the act of said Trust.



Shirley F. Kirby  
Notary Public

My commission expires: 7/1/78

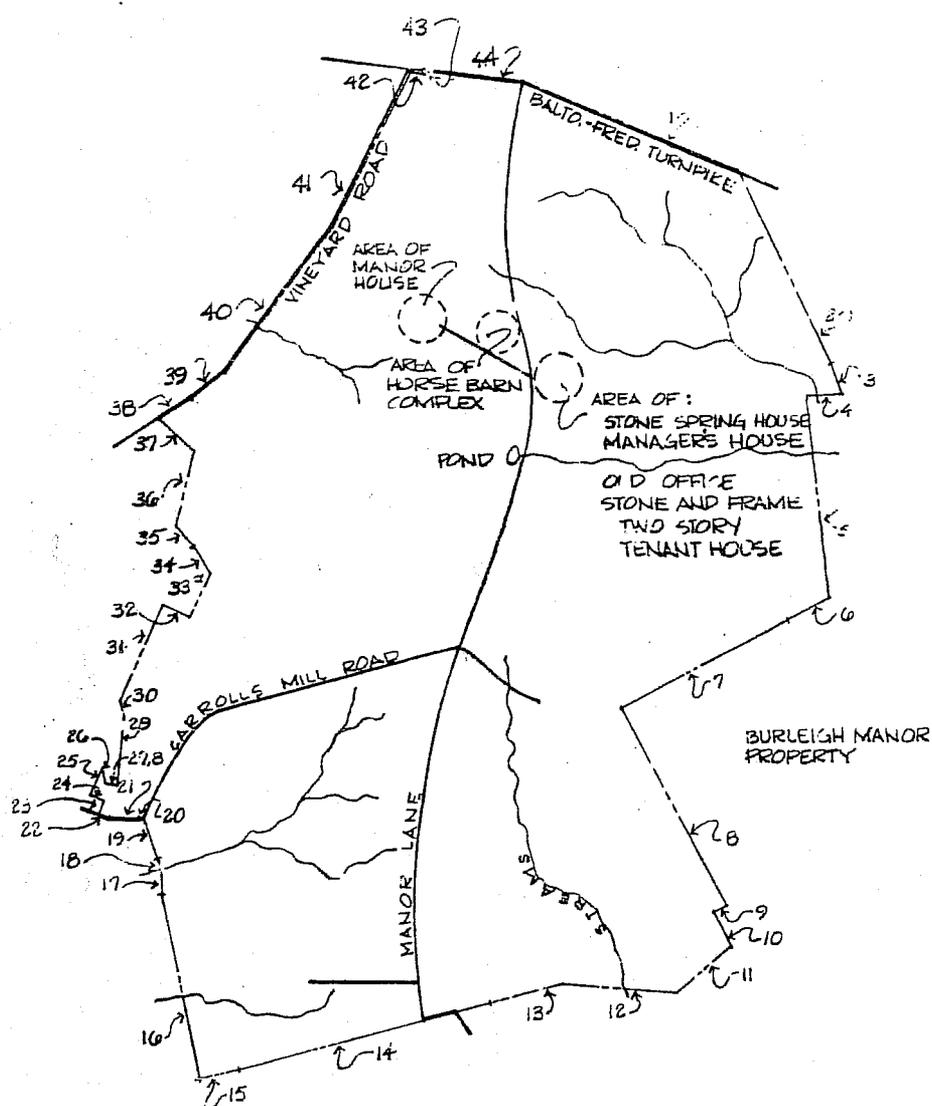
Approved to legal form and sufficiency  
this 24<sup>th</sup> day of May 1977.

D. J. Calkins  
ASSISTANT ATTORNEY GENERAL

SCHEDULE OF EXHIBIT A

Page 1 of 40	Schedule
Page 2 of 40	Site Plan
Page 3 of 40	Aerial Photograph
Page 4 of 40	List of existing structures
Page 5 of 40	Entrance drive looking Northwest toward Manor House
Page 6 of 40	Manor House Southeast facade
Page 7 of 40	Manor House Southeast Facade main entrance detail
Page 8 of 40	Manor House main entrance molding detail
Page 9 of 40	Entrance drive looking Southeast from Manor House toward Manor lane
Page 10 of 40	Manor House Southeast facade Northeast end
Page 11 of 40	Manor House Chapel Southeast facade
Page 12 of 40	Manor House Chapel from Northeast
Page 13 of 40	Manor House Northwest facade
Page 14 of 40	Manor House Chapel Northwest facade
Page 15 of 40	Manor House Chapel detail of Northwest Entrance
Page 16 of 40	Manor House Central Section Northwest facade
Page 17 of 40	Manor House central section Northwest facade, tower detail
Page 18 of 40	Northwest Manor House Garden looking West from Manor House
Page 19 of 40	Manor House Northwest Facade looking Northeast
Page 20 of 40	Manor House Southwest facade
Page 21 of 40	Manor House Southwest end of Southeast facade
Page 22 of 40	Manor House Southeast facade Southwest wing detail
Page 23 of 40	Stone Spring House Northwest corner
Page 24 of 40	Stone Spring House Southwest corner
Page 25 of 40	Stone Spring House South facade
Page 26 of 40	Stone Spring House East facade
Page 27 of 40	Stone and Frame tenant house Southwest corner
Page 28 of 40	Stone and Frame tenant house East end
Page 29 of 40	Stone and Frame tenant house North facade
Page 30 of 40	Managers House West facade
Page 31 of 40	Managers House Southwest corner
Page 32 of 40	Managers House South facade
Page 33 of 40	Managers House Northeast corner
Page 34 of 40	Old Office Southwest facade
Page 35 of 40	Old Office Southeast corner
Page 36 of 40	Old Office Northwest end
Page 37 of 40	Horse barn complex from Southeast
Page 38 of 40	Horse barn complex from East
Page 39 of 40	Horse barn complex from Southeast
Page 40 of 40	Horse barn complex from North

DOUGHOEGAN MANOR ELICOT CITY HOWARD COUNTY  EASEMENT EXHIBIT NO. A, page 1 of 40	SCHEDULE  SCALE: PREPARED: 5/77 JAC MARYLAND HISTORICAL TRUST	NORTH
SIGNED ORIGINAL ON FILE WITH THE M.H.T. <i>[Signature]</i> GRANTOR		GRANTEE



NOTE: FOR NUMBERED BOUNDRY DESCRIPTIONS, SEE ATTACHED PROPERTY DESCRIPTION EASEMENT EXHIBIT NO. A, PAGES 2 AND 3 AND 4 OF 4 PAGES

DOUGHOREGAN MANOR  
 ELLICOTT CITY  
 HOWARD COUNTY

SITE PLAN

SCALE: 1" = 2000'  
 PREPARED: 3/77 JAC  
 MARYLAND HISTORICAL TRUST



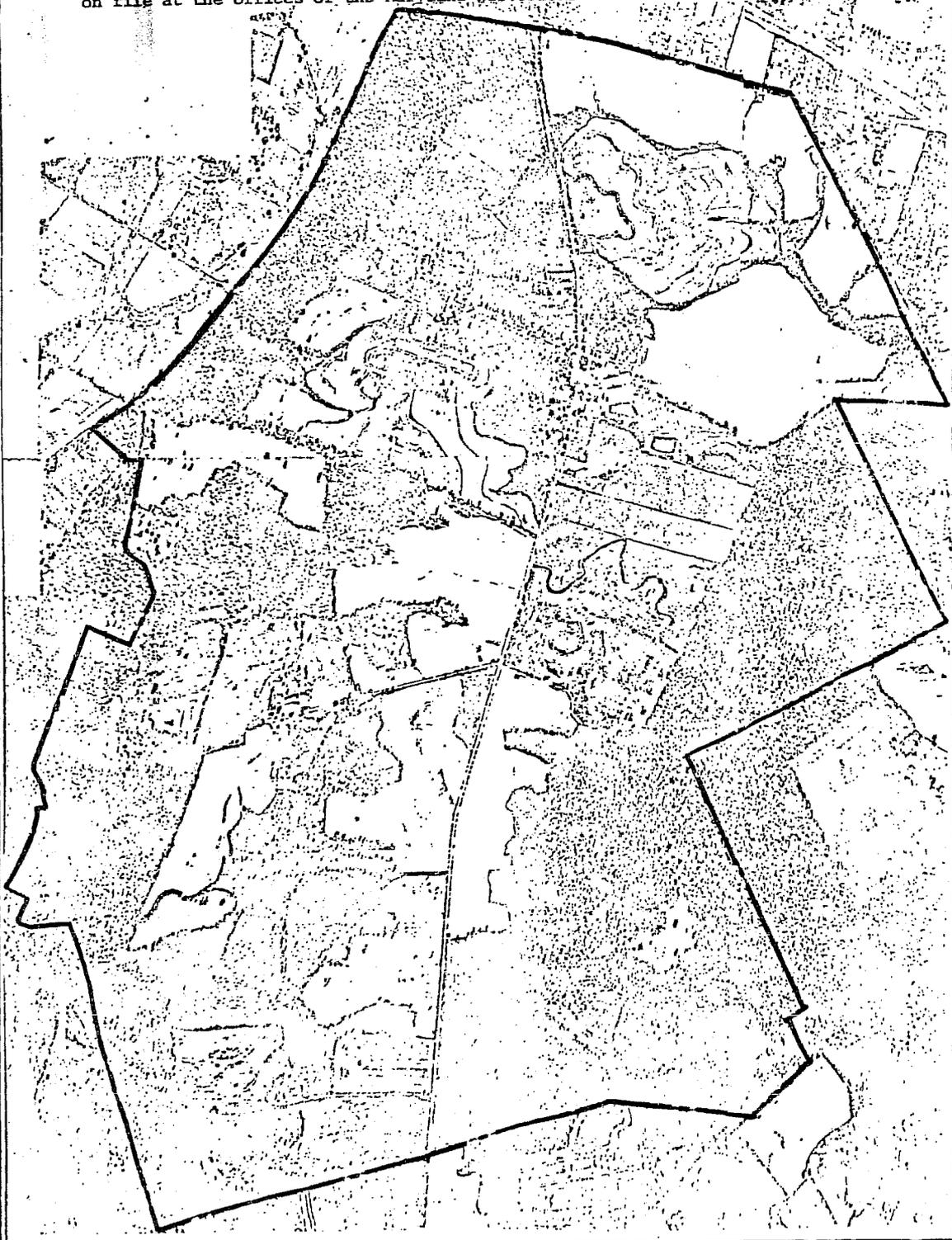
EASEMENT EXHIBIT NO. A, Page 2 of 40

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE

NOTE: This aerial photograph is a photo reduction of the original 2' x 2' aerial photograph on file at the offices of the Maryland Historical Trust.



DOUGHOREGAN MANOR  
ELLCOTT CITY  
HOWARD COUNTY

AERIAL PHOTOGRAPH

SCALE:  
PREPARED: 5/77 JAC  
MARYLAND HISTORICAL TRUST

EASEMENT EXHIBIT NO. A, page 3 of 40

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE

LIST OF EXISTING STRUCTURESBUILDINGS:

- \*1. Manor House
2. Accompanying Building, Pool, Tennis Court
- \*3. Large Horse Barn (L-shaped) and Barrack (Horse barn complex)
- \*4. Manager's House
- \*5. Old Office, now apartments
6. Old Shop (apartments)
- \*7. Stone Spring House
8. Old Machine Shed (frame)
9. Small Machine Shed, next to old office
10. Combination Hay and Corn Storage building
11. Attached shed to above
12. Brick Shop Building
- 13,14,15. Three Silos (Two with roof, one without)
16. Large Pole Barn - used now as Machine Shed
17. Block and metal Dairy Building, not in use
18. Large Stone Building - in poor repair
19. Gate House (stone)
20. Old Bath House

TENANT HOUSES:

21. No. 3421 - Frame two-story
  - \*22. No. 3425 - Stone and frame two-story
  23. No. 3429 - Frame two-story
  24. No. 3433 - Frame two-story
  25. No. 3445 - Brick two-story
  26. No. 3457 - Rancher - frame construction
  27. No. 3461 - Stone two-story
  28. No. 3526 - Old Frame two-story
  29. No. 3536 - Frame two-story
  30. No. 4288 - Frame - two-story
- 31,32,33. On Mill Road, west side of Manor Lane - House and two (?) farm buildings
- 34,35,36. On Mill Road, east side of Manor Lane - 2-story stone and frame house and two (?) small buildings

*Memo: Jim Confield  
and Richard Trust  
show Manager's Stone  
Complex, Md 2/10/01  
JLH: ? 1977*

DOUGHOREGAN MANOR  
ELLCOTT CITY  
HOWARD COUNTY

EASEMENT EXHIBIT NO. A, page 4 of 40

LIST OF EXISTING STRUCTURES

SCALE:

PREPARED: 5/77

JAC

MARYLAND HISTORICAL TRUST

NORTH

SIGNED ORIGINAL ON FILE WITH THE M.H.T.

GRANTOR

GRANTEE

LIBER 1047 FOLIO 333

(OLG/ed 5/7/80)

R/W 31500

29

RIGHT OF WAY AGREEMENT

The undersigned hereby grant to BALTIMORE GAS AND ELECTRIC COMPANY, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain electric and telephone lines, including the necessary poles, crossarms, electric, telephone and other wires, anchors, guys, conduits, cables, street lights and equipment in, over, under and through the property of the undersigned situated on the east side of Manor Lane north and south of Carroll Mill Road being known as 3841 Manor Lane

in <sup>the</sup> 3rd District, Howard County and acquired from

PHILLIP A. CARROLL

by deed dated <sup>will</sup> MAY 9, 1946 <sup>will</sup> and recorded among the <sup>will</sup> Land Records of <sup>will</sup> Howard County in Liber R. L. P. No. 11, folio 303.

Together with the right to: have access at all times to the lines; ~~construct, operate and maintain~~ string wires between any poles and from the nearest pole to any building; and trim, top, or cut down trees adjacent to the wires to provide ample clearance. No buildings or structures are to be erected under or over the lines.

The lines are or are to be located beginning at Manor Lane opposite the north side of Carroll Mill Road and extending in an easterly direction approximately 1360 feet.

"Grantor also grants and conveys to the Company free and clear of all encumbrances, for value received, the existing pole line on grantor's property."

WITNESS MY hand and seal this 20th day of MAY 1980.

WITNESS:

N.Y.

Nina R. Carroll (SEAL)  
NINA R. CARROLL

STATE OF ~~MARYLAND~~ <sup>NY</sup> } TO WIT:  
COUNTY OF NY

I HEREBY CERTIFY, that on this 20 day of MAY 1980 before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ County aforesaid, personally appeared NINA R. CARROLL

said act and deed was ~~made without monetary consideration~~ <sup>and acknowledged the foregoing agreement to be</sup> act and deed and WITNESS my hand and Notarial seal.

(L-657)-2B-16 Rev. 3/74

KENNETH P. LABAN Notary Public

\*and in my presence signed and sealed the same.

KENNETH P. LABAN  
Notary Public, State of New York  
No. 51-403317  
Qualified in New York County  
Commission Expires March 29, 1982

500  
B. G. & G.  
6m 401 Front St.  
P.O. Box 1475  
Baltimore, md. 21203

R/W 31500

CARROLL, NINA R.

MAY 20, 1980

RECEIVED FEE 5.00  
(SEAL) 7.450 #  
COUNTY CLERK OFFICE 157119  
MAY 23/1981

(QLG/slt 3/26/81) R/W 31500

34

RIGHT OF WAY AGREEMENT

The undersigned hereby grant to BALTIMORE GAS AND ELECTRIC COMPANY, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain electric and telephone lines, including the necessary poles, crossarms, electric, telephone and other wires, anchors, guys, conduits, cables, street lights and equipment in, over, under and through the property of the undersigned situated on the west side of Manor Lane south of Carroll Mill Road being known as 4288 Manor Lane in 3rd District, Howard County and acquired from

R/W 31500

Phillip A. Carroll  
will  
by deed dated May 9th, 1946 and recorded among the DEED Records of Howard County in Liber R.L.P. No. 11, folio 303.

Together with the right to: have access at all times to the lines; extend them to adjacent properties; string wires between any poles and from the nearest pole to any building; and trim, top, or cut down trees adjacent to the wires to provide ample clearance. No buildings or structures are to be erected under or over the lines.

The lines are or are to be located beginning at Manor Lane approximately 4705 south of Carroll Mill Road at Baltimore Gas and Electric Company pole now numbered 170015 and extending in a westerly direction approximately 1520 feet.

"Grantor also grants and conveys to the Company free and clear of all encumbrances, for value received, the existing pole line on grantor's property."

CARROLL, NINA R.

WITNESS my hand and seal this 29<sup>th</sup> day of March 1981.

WITNESS: John R. Council Nina R. Carroll (SEAL)  
Nina R. Carroll RECD FEE 5.00

STATE OF MARYLAND )  
County of New York ) TO WIT:

I HEREBY CERTIFY, that on this 29<sup>th</sup> day of March 1981, before me, the subscriber, a Notary Public of the State of New York, in and for THE County aforesaid, personally appeared Nina R. Carroll

and acknowledged the foregoing agreement to be her act and deed, and said act and deed was made without monetary consideration.

WITNESS my hand and Notarial seal. Ellen G. Trautmann  
ELLEN G. - TRAUTMANN Notary Public

(L-667)-2B-16 (83-529) Rev. 8/80  
Main 20: Balto. Gas & Electric Co.  
Room 401 Front St.  
P.O. Box 1475  
Baltimore, Md 21203

Notary Public, State of New York  
No. 30-4516740  
Qualified in Nassau County  
Cert. filed in New York County  
Commission Expires March 30, 1988

MARCH 29, 1981

LIBER 1051 FOLIO 633

500

Subdivision No. RE-06-02

DEED OF PRESERVATION EASEMENT

000250

259

THIS DEED OF PRESERVATION EASEMENT ("Preservation Easement") made this 4<sup>th</sup> day of October, 2006, by and between PHILIP CARROLL also known as Philip D. Carroll and CAMILLA CARROLL, individuals residing in Howard County, Maryland, having an address at 3500 Manor Lane, Ellicott City, Md, (the "Grantor") and THE HOWARD COUNTY CONSERVANCY, INC., a Maryland corporation and HOWARD COUNTY, MARYLAND, a body corporate and politic (hereinafter collectively referred to as the "Grantees").

WITNESSETH:MDR HOGE  
Oct 12, 2006 01:14 PM

WHEREAS, The Howard County Conservancy, Inc. is a not-for-profit tax exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Service Code and is established to promote the preservation and protection of natural resources within Howard County, Maryland; and

WHEREAS, Howard County, Maryland is a body corporate and politic which is authorized pursuant to the Howard County Zoning Regulations to be the grantee of a preservation easement in the RC District (Rural Conservation); and

WHEREAS, the Grantees have been designated as two of the entities which may be parties to the Preservation Easement in accordance with the Howard County Zoning Regulations; and

WHEREAS, Grantor owns in fee simple 75 acres, more or less, of certain real property situate, lying and being in the Second Election District of Howard County, Maryland known as Parcel 71 on Tax Map 23 as shown on a Final Record Plat entitled, "Density Sending Plat Property of Philip Carroll and Camilla Carroll" and recorded as Plat No. 18572 among the Plat Book Records of Howard County, Maryland (the "Property"); and

WHEREAS, in consideration of the privilege of subdivision, the Grantor is willing to grant a perpetual preservation easement on a portion of the Property pursuant to the Howard County Zoning Regulations and Subdivision and Land Development Regulations applicable to cluster subdivisions within the RC District (Rural Conservation), whereby the Grantor restricts and limits the use of that portion of the Property shown and described as Preservation Easement, consisting of 75 acres of land, more or less, as shown on the aforesaid Final Record Plat ("the Preservation Parcel"), pursuant to the terms and conditions, and for the purposes hereinafter set forth, and Grantees are willing to accept such preservation easement as to the Preservation Parcel; and

WHEREAS, Grantor and Grantees have a common purpose in conserving the dominant scenic, cultural, rural, agricultural, woodland and wetland character of the Preservation Parcel, and, except as hereinafter provided, preventing the use or development of the Preservation Parcel for any purpose or in any manner that would conflict with the maintenance of the Preservation Parcel in its open-space conditions; and

Office of Law

December 27, 2001

WHEREAS, the Grantor and the Grantees acknowledge and agree that the primary purpose and use of the Preservation Parcel is Farming.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantees forever and in perpetuity a Preservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Preservation Parcel.

The purpose of this Preservation Easement is to preserve and protect the environment of the Preservation Parcel and to maintain permanently the open-space values of the Preservation Parcel and the dominant scenic, historic, cultural, rural, agricultural, woodland and wetland character of the Preservation Parcel.

To achieve these objectives, the following conditions and restrictions are set forth:

#### ARTICLE I.

1. As used in this Preservation Easement, the term "Grantor" means the Grantor, its personal representatives, heirs, successors and assigns and any other person(s) or entity(ies) now or hereafter having a legal interest in the fee simple title to the Preservation Parcel.

2. As used in this Preservation Easement, the term "Grantees" means the Grantees and their respective personal representatives, heirs, successors and assigns and any other person(s) or entity(ies) now or hereafter having a legal ownership interest in and benefit of the easement granted herein.

#### ARTICLE II. DURATION OF EASEMENT

This Preservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article IX and runs with the land as an incorporeal interest in the Preservation Parcel, enforceable with respect to the Preservation Parcel by Grantees against Grantor.

#### ARTICLE III. PERMITTED USES AND ACTIVITIES

Those uses permitted on the Rural Conservation (RC) Preservation Parcels, principal uses permitted as a matter of right, accessory uses and conditional uses, pursuant to the Howard County Zoning Regulations, Section 104 as of July 12, 2001, are permitted, except to the extent such use is prohibited in Article IV hereof. Any other uses, which become permitted uses in RC Preservation Parcels pursuant to any amendments to the Howard County Zoning Regulations subsequent to July 12, 2001 shall require the prior written approval of both Grantees. Grantor and Grantees understand, stipulate, and agree that all principal uses permitted as a matter of right and all accessory uses are compatible uses and, further, that the compatibility of any conditional uses with the aforesaid uses will be determined on a case-by-case basis by the Howard County Board of Appeals upon petition for approval of a particular conditional use.

In addition, the Grantor is permitted on the Preservation Parcel:

- (i) To construct, improve, repair, restore, alter, remodel, and maintain all structures, including accessory structures, designed for the purpose of serving the permitted uses of the Preservation Parcel identified in the Howard County Zoning Regulations; and
- (ii) To construct and maintain reasonable means of access to all permitted uses and structures both within and outside of the Preservation Parcel; and
- (iii) If the Property is served by a shared sewage disposal facility, to install and use a shared subsurface wastewater disposal field, reserve fields and collector pipes in accordance with the terms of this Preservation Easement and the developer agreement and declaration of covenants executed by the Grantor.

#### ARTICLE IV. PROHIBITED AND RESTRICTED ACTIVITIES

The following uses and activities are prohibited and/or restricted on the Preservation Parcel:

1. Industrial uses, and commercial or residential uses other than those enumerated in Section 104 of the Zoning Regulations are prohibited on the Preservation Parcel unless any such use becomes permitted by amendments to the Zoning Regulations subsequent to July 12, 2001 and prior written approval of both Grantees is given.

2. Display of billboards, signs or advertisements is prohibited on or over the Preservation Parcel, except (a) to state solely the name and/or address of the Preservation Parcel and/or the owners; (b) to advertise the sale or lease of the Preservation Parcel; (c) to advertise the sale of goods or services produced by permitted uses on the Preservation Parcel; or (d) to commemorate the history of the Property, its recognition under state or federal laws; provided that no sign or billboard on the Preservation Parcel shall exceed four feet by four feet. Multiple signs shall be limited to a reasonable number, shall be placed at least 50 feet apart, shall not damage living trees, and shall be placed in accordance with applicable local regulations.

3. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other materials on the Preservation Parcel is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed (a) as reasonably necessary for agriculture and silviculture on the Preservation Parcel or (b) as may be reasonably necessary for the construction and/or maintenance of structures permitted under this Preservation Easement and means of access.

4. Excavating, dredging, mining, or removing loam, gravel, soil, rock, sand, coal, petroleum and other materials are prohibited, except (a) for the purpose of combating erosion or flooding, (b) for agriculture and silviculture on the Preservation Parcel, or (c) for the construction and/or maintenance of permitted structures, homesites, means of access and wildlife habitat.

5. Diking, draining, filling or removing wetlands is prohibited without the advance written approval of both Grantees.

6. Managing and harvesting of all forested areas on the Preservation Parcel shall be in accordance with the Maryland Forest Practices Guidelines or comparable provisions of any guidelines or regulations which may replace the Forest Practices Guidelines in the future or as they may be amended from time to time.

7. No building, facility, or other structure shall be constructed on the Preservation Parcel after the date of execution of this Preservation Easement, except for that which is permitted in Article III hereof.

8. The total number of residential structures (including but not limited to principal dwelling units, farm tenant houses, mobile homes, caretakers' dwellings and accessory apartments) on the Preservation Parcel shall not exceed None.

9. If a shared subsurface wastewater disposal field, reserve fields and collector pipes are located on the Preservation Parcel, the following restrictions apply to that area of the Preservation Parcel where such fields and pipes are located:

(a) structures are prohibited, except that the Howard County Health Department may approve the installation of playground or athletic equipment of types which do not affect the operations or performance of the shared sewage disposal facility.

(b) earth moving, grading and other land disturbing activities are prohibited unless prior written approval by Howard County is given.

(c) coverings or toppings such as gravel, asphalt or concrete, which impede the growth of vegetation, are prohibited.

(d) the cultivation of crops (other than hay) or other farming practices which may disturb the soil are prohibited unless prior to written approval by the Maryland Department of the Environment ("MDE"), the Howard County Health Department and Howard County Soil Conservation Service is given.

(e) planting of trees is prohibited. Existing trees need only be removed prior to the installation of the original and reserve subsurface wastewater disposal fields if required by the Howard County Health Department.

10. The further subdivision of the Preservation Parcel is prohibited.

#### ARTICLE V. PRESERVATION PARCEL DESCRIPTION

1. The location and size of the Preservation Parcel is 75 acres of land, which is shown and described as Preservation Easement on a Final Record Plat entitled "Density Sending Plat Property of Philip Carroll and Camilla Carroll" and recorded as Plat No. 18572 among the Plat Book Records of Howard County, Maryland.

2. The existing improvements on the Preservation Parcel consist of None. In the event that either The Howard County Conservancy, Inc. ("Conservancy") or the Audubon Society of Central Maryland, Inc. ("Audubon Society") is a Grantee of this Preservation Easement, color slides and aerial photographs of the Preservation Parcel obtained at the time of execution of this Preservation Easement shall be kept on file with the Conservancy and/or the Audubon Society, as appropriate, or their respective successors-in-interest in perpetuity. The color slides and aerial photographs shall be utilized to confirm the conditions existing at the time that this Preservation Easement is executed and shall be operative between the parties for such purposes.

#### ARTICLE VI. MAINTENANCE

1. Grantor shall be responsible for the maintenance of the Preservation Parcel consistent with the terms and conditions of this Preservation Easement.

2. In the event that the Audubon Society is a Grantee of this Preservation Easement, Grantor shall develop a maintenance plan for the Preservation Parcel in consultation with and agreed to by the Audubon Society in order to ensure that the Preservation Parcel is maintained to benefit wildlife and natural habitats.

3. Grantor shall establish and maintain a vegetative buffer strip along the N/A River (Creek, etc.). The minimum width of the buffer strip shall be seventy-five (75) feet along the N/A River (Creek, etc.), except as may be reasonably necessary for (a) forest or wildlife management; (b) recreational water uses and associated structures; (c) hunting, fishing, or trapping; or (d) access to water. Manure and compost shall not be stored within seventy-five (75) feet of streams. Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within seventy-five (75) feet of streams.

4. All rights reserved by Grantor or activities not prohibited by this Preservation Easement shall be exercised so as to prevent or to minimize damage to water quality, air quality, land/soil stability and productivity, wildlife, scenic and cultural values, and the natural topographic and open space character of the Preservation Parcel.

#### ARTICLE VII. ENFORCEMENT

1. Upon any breach of the terms of this Preservation Easement by Grantor, Grantees may, after reasonable notice to Grantor, require that the Preservation Parcel be restored promptly to the condition required by this Preservation Easement. In addition, each of the Grantees shall have the independent right to enforce, by any proceeding at law and/or in equity, all restrictions, covenants, conditions and provisions of this Preservation Easement. Grantees' aforesaid remedies shall be cumulative. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the aforesaid restrictions, covenants, conditions or and provisions cannot be adequately remedied by action at law or exclusively by recovery of damages.

2. No failure on the part of Grantees to enforce any covenant or provision hereof shall be deemed a waiver of the right to do so thereafter, nor shall a failure to enforce discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right of Grantees to enforce the same in the event of a subsequent breach or default.

3. Grantees, their directors, officers, employees, contractors and agents, have the right, after reasonable notice to the record owner of the Preservation Parcel, to enter the Preservation Parcel at reasonable times for the purposes of: (i) inspecting the Preservation Parcel to determine whether the Grantor is complying with the terms, conditions and restrictions of the Preservation Easement; and (ii) remediating any damage to the Preservation Parcel resulting from Grantor's breach of any of the aforesaid terms, conditions and restrictions. Further, if a shared subsurface wastewater disposal field is located on the Preservation Parcel, Howard County and representative of MDE have the right to enter the Preservation Parcel for the purpose of inspecting, maintaining, repairing and replacing the shared sewage disposal facility serving the Property; provided, that Howard County and/or MDE shall be required to give notice to Grantees prior to undertaking any construction. The Grantees and MDE shall coordinate inspection visits to the Preservation Parcel and shall coordinate written and oral communications to the Grantor in response to all of the foregoing inspections. This right of inspection does not include access to the interior of buildings and structures. The Grantees shall not be deemed guilty of any manner of trespass for any such entry, remediation, inspection, maintenance, repair or replacement.

4. If Grantor is found to have breached any of Grantor's obligations under this Preservation Easement, Grantor shall reimburse Grantees for any costs and expenses incurred by Grantees in enforcing the terms of this Preservation Easement, including but not limited to court costs and reasonable attorney's fees, and in remediating any damage to the Preservation Parcel pursuant to Paragraph 3, above.

5. The Grantor agrees to indemnify, hold harmless and defend each of the Grantees, its directors, officers, employees, contractors and agents from and against any and all claims, actions, demands, damages, liability and expenses in connection with loss of life, personal injury, bodily injury and/or damage to or loss of property that arises from the exercise by any Grantee of the right-of-entry granted herein and any activity undertaken on the Preservation Parcel in connection therewith; provided, that no Grantee shall be indemnified, held harmless or provided the cost of a defense by the Grantor for claims, actions, demands, damages, liability and expenses arising from that Grantee's own negligent act or omission, or that of its directors, officers, employees, contractors and agents.

6. Each Grantee has independent authority to enforce the provisions of this Preservation Easement and may do so in its sole and absolute discretion; provided, that such authority shall not be deemed to create an obligation to enforce, above and beyond the enforcement obligations conferred on Howard County by law. In the event that any Grantee does not agree as to whether the Preservation Easement terms are being met, any Grantee may proceed, with reasonable advance notice to the other Grantee and the Grantor, with enforcement actions without the consent of the other Grantee.

#### ARTICLE VIII. PUBLIC ACCESS

The granting of this Preservation Easement does not convey to the public the right to enter the Preservation Parcel for any purpose other than using any trails or other public recreational facilities which now or hereafter exist on the Preservation Parcel as a permitted Public use pursuant to Article III of this Preservation Easement.

ARTICLE IX. MISCELLANEOUS

1. Each of the Grantees may assign, upon prior written notice to Grantor, its rights under the Preservation Easement to Howard County, Maryland Environmental Trust ("MET"), Maryland Historical Trust ("MHT"), any land conservation organization that has been approved by resolution of the Howard County Council, or an incorporated homeowners' association and only with assurances that the purposes of this Preservation Easement will be maintained; provided, that there shall always be two Grantees or assignees. If any Grantee or assignee shall abandon this Preservation Easement or the rights and duties of enforcement herein set forth, or be dissolved and the terms of the dissolution fail to provide a successor, then such Grantee or assignee shall assign its rights to Howard County, MET, MHT, any land conservation organization that has been approved by resolution of the Howard County Council, or an incorporated homeowners' association; provided, that there shall always be two Grantees or assignees. In the event that such Grantee or assignee fails to make the aforesaid assignment, then, Grantor, its successor and/or assigns, shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee; provided, that there shall always be two Grantees or assignees. Any such successor shall be Howard County, MET, MHT, a land conservation organization that has been approved by resolution of the Howard County Council, or an incorporated homeowners' association. No assignment may be made by the Grantees or assignees of their rights under this Preservation Easement unless such Grantees or assignees, as a condition of such assignment, require the assignee to carry out the preservation purposes of this Preservation Easement.

2. Grantor shall notify Grantees in writing of the names and addresses of any party to whom the Preservation Parcel is to be transferred at or prior to the time said transfer is consummated. Grantor further agrees to make specified reference to this Preservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property or Preservation Parcel is conveyed.

3. The provisions of this Preservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Preservation Parcel.

4. This instrument sets forth the entire agreement of the parties with respect to the Preservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Preservation Easement. Any amendments to this Preservation Easement shall be in writing, signed by each of the parties. If any provision is found to be invalid, the remainder of the provisions of this Preservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5. Grantees shall record this instrument in timely fashion in the land records of Howard County, Maryland and may re-record it at any time as may be required to preserve their rights under this Preservation Easement.

6. Any notices by Grantor to Grantees pursuant to any provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to: **The Howard County Conservancy, Inc., P.O. Box 175, Woodstock, Maryland 21163** and Howard County, Maryland, c/o Director, Department of Planning and Zoning, 3430 Court House Drive, Ellicott City, Maryland 21043 or to such other addresses as Grantees may establish in writing on notification to Grantor.

7. In any case where the terms of this Preservation Easement require the consent of Grantees, such consent shall be requested by notice to Grantees. Such consent shall be deemed to have been given unless within forty-five (45) days after receipt of notice Grantees mail notice to Grantor of disapproval and the reason therefore.

8. This Preservation Easement does not in any manner prohibit or otherwise restrict MDE from enforcing the requirements of COMAR 26.04.05, or any amendments thereto, and any other laws and regulations governing on site water and sewage disposal systems.

9. Neither the Conservancy nor the Audubon Society shall be subject to any claims for damages as a result of or in connection with this Preservation Easement or the exercise of or failure to exercise its rights hereunder. Each shall only be subject to claims for equitable relief.

**TO HAVE AND TO HOLD** unto Philip Carroll, Camilla Carroll and The Howard County Conservancy, Inc. their successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor and Grantees, their personal representatives, heirs, successors and assigns and all other successors to them in interest, and any person(s) or entity(ies) having a legal interest in the fee simple title to the Preservation Parcel or a legal ownership interest in and benefit of the Preservation Easement and shall be binding upon and continue as a servitude running in perpetuity with the Preservation Parcel.

All references herein to "Grantor" shall be deemed plural if more than one person has an interest in the property herein conveyed to the Grantee. Any pronoun reference herein shall be deemed to apply to the appropriate gender or person, as the case may be. The term Grantor shall mean its respective successors or assigns.

**IN WITNESS WHEREOF**, Grantor and Grantees have hereunder set their hands and seals the day and year hereinabove written.

WITNESS:

*Philip Carroll*

*[Signature]*

GRANTOR:

*Philip Carroll* (SEAL)

PHILIP CARROLL also known as Philip D. Carroll

*Camilla Carroll* (SEAL)  
CAMILLA CARROLL

ACCEPTED by the Grantees on this 4<sup>th</sup> day of October, 2006.

ATTEST:

THE HOWARD COUNTY  
CONSERVANCY, INC.  
a Maryland corporation

Carol M Filipczak  
~~Caleb Gould~~ Carol Filipczak  
Assistant Corporate Secretary

By: Ann Holmes Jones (SEAL)  
Ann Holmes Jones  
President

ATTEST:

HOWARD COUNTY, MARYLAND

Raquel Sanudo  
Raquel Sanudo  
Chief Administrative Officer

By: James N. Robey (SEAL)  
James N. Robey  
County Executive

APPROVED:

James M. Irvin 10/3/06  
James M. Irvin, Director  
Department of Public Works

APPROVED:

Marsha S. McLaughlin  
Marsha S. McLaughlin, Director  
Department of Planning and Zoning

APPROVED FOR SUFFICIENCY OF FUNDS:

Sharon F. Greisz 10/3  
Sharon F. Greisz, Director  
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

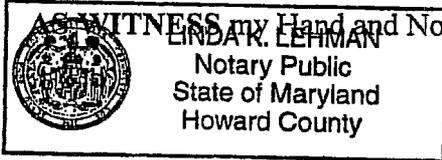
this 3rd day of October, 2006

Barbara M. Cook  
Barbara M. Cook  
County Solicitor

**GRANTOR:**

STATE OF MARYLAND, HOWARD, COUNTY TO WIT:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of SEPTEMBER, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Philip Carroll also known as Philip D. Carroll and Camilla Carroll the Grantor named in the within Deed of Preservation Easement, and each acknowledged the same to be his or her act.



Linda K. Lehman  
Notary Public

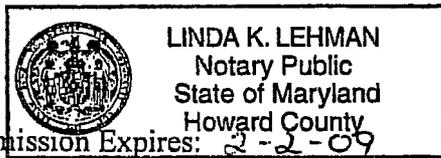
My Commission Expires: 2-2-09

**GRANTEE:**

STATE OF MARYLAND, HOWARD, COUNTY TO WIT:

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of OCTOBER, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ann Homes Jones the President of The Howard County Conservancy, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and (s)he acknowledged that (s)he executed the within and foregoing instrument to be his/her act on behalf of said body corporate for the uses and purposes contained therein and in my presence signed and sealed the same.

AS WITNESS my Hand and Notarial Seal.



Linda K. Lehman  
Notary Public

My Commission Expires: 2-2-09

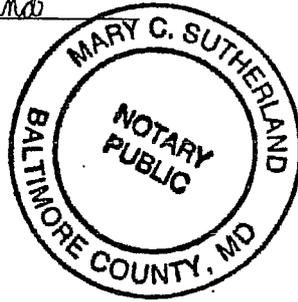
STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of October, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James N. Robey, the County Executive for Howard County, Maryland, a party to the within Deed of Preservation Easement, who acknowledged the same to be the act of the county and that he executed the foregoing Deed of Preservation Easement for the purposes therein contained by signing in my presence, the name of Howard County, Maryland, by himself as County Executive.

AS WITNESS my Hand and Notarial Seal.

Mary C. Sutherland  
Notary Public

My Commission Expires: 5/5/07



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

Tina D. Hackett  
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, Md 21043





**EXHIBIT 5**

**Planning Board Determination of Consistency**

1 DEPARTMENT OF PLANNING & ZONING \* BEFORE THE  
2 Petitioner: Camilla Carroll and Philip D. Carroll\* PLANNING BOARD OF  
3 \* HOWARD COUNTY, MARYLAND

4 Development Rights and Responsibilities

5 Agreement \*

6 \* \* \* \* \*

7 MOTION: To recommend to the County Council that the Development Rights and  
8 Responsibilities Agreement for the Doughoregan Manor is consistent with the  
9 General Plan as amended by Council Bill 9-2010

10 VOTE: 5-0

11 \* \* \* \* \*

12  
13 On June 17, 2010, the Planning Board of Howard County, Maryland, considered the petition of  
14 Camilla Carroll and Phillip D. Carroll for a proposed Development Rights and Responsibilities  
15 Agreement (“DRRA”) for the Doughoregan Manor.

16 The Petitioners were represented by Sang Oh, Esquire. Also present and representing the  
17 Petitioner was Joseph Rutter.

18  
19 Public Testimony to the Board

20 The DRRA with attached Exhibits 1-10 and Department of Planning and Zoning Technical  
21 Staff Report were presented to the Board for its consideration. The Department of Planning and  
22 Zoning (“DPZ”) recommended a finding of General Plan consistency between the DRRA and  
23 *General Plan 2000* as amended by CB 9-2010.

24 Mr. Paul Johnson of the Office of Law explained to the Board their role, which is to  
25 determine whether or not the petition is consistent with the General Plan.

26 Mr. Oh stated that the Planning Board was only charged with finding whether or not the  
27 DRRA is consistent with the General Plan and not to make recommendations on the details of the  
28 agreement not related to the consistency with the General Plan. He noted specific parts of the  
29 agreement that address General Plan issues: compliance with water and sewer regulations; enhancing  
30 the County’s park system; agricultural preservation; and historic preservation.

31 A number of persons testified in opposition to the petition.

32 Mr. Amit Pramanik testified that the plan was being rushed through the system with a false  
33 sense of emergency which was not allowing adequate public scrutiny and benefiting only the

1 petitioner. Testimony noted several areas believed to be inconsistent with the General Plan including  
2 waste treatment, environmental degradation and fiscal impact.

3 Mr. Harry Carnes expressed concerns about sewage and waste water treatment and specific  
4 language included in the agreement pertaining to Burnside Drive. Comments were also critical of the  
5 technical staff report presented.

6 Mr. Victor Ilenda, speaking on behalf of the Chateau Ridge Lake Community Association  
7 (CRLCA), reiterated that this is the first time Howard County will be entering into a DRRA and that  
8 it should be done with the utmost caution. He referenced the section of the DRRA that states  
9 Burnside Drive would remain closed, but noted that concept plans have been created for the proposal  
10 and should also indicate where an alternate entrance would be made if needed to ensure a connection  
11 to Burnside Drive wouldn't be opened. He stated that since the CRLCA was not an incorporated  
12 entity, transfer of the proposed open space to block access to Burnside Drive should be to County  
13 ownership not CRLCA's. He also noted concerns about and the potential impacts on the community  
14 of on-site wastewater treatment.

15 Several persons spoke with concerns of Burnside Drive, which abuts a portion of the  
16 Doughoregan Manor property to be developed.

17 Mr. Ken Aldrich provided the Board with several photos of current road conditions and  
18 indicated how added traffic would only worsen those conditions.

19 Mr. Ted Baruch reiterated that the State Highway Administration's comments requested two  
20 points of connection to the proposed development and suggested an another entrance besides  
21 Burnside Drive be identified now to address this issue.

22 Mr. Larry Jeeter spoke in opposition of the proposed DRRA as currently written with  
23 concerns including the opening of Burnside Drive, increasing traffic and adequate roads and  
24 retention of existing environmental features of the area where development is proposed.

25 Ms. Christina Delmont-Small stated that the DRRA is not consistent with the General Plan  
26 based on a fallacy of composition and specifically noted concerns regarding sewage and the  
27 protection of environmental resources. Concerns were also raised regarding the availability of public  
28 records and a request was made to provide verification of the negotiation process leading to the  
29 proposed DRRA.

30 Mr. Kal Bhatti stated that proposal was inconsistent with the General Plan's smart growth  
31 policies noting that the addition of 325 dwelling units represented low density growth and that  
32 expanding public services perpetuates suburban sprawl and depletes needed resources.

1 Ms. Cathy Hudson stated that while the agreement has many good parts, there should be  
2 added emphasis on protecting and preserving the historic core of the property given its significance.  
3 Suggestions included stronger language that calls for no further development and further  
4 clarification on the intent of the preservation strategy rather than just saying there would be no  
5 subdivision.

6 Mr. Johnson noted that even with this agreement, the Carroll family is still subject to all other  
7 County laws and also that requirements set forth in the DRRA are above beyond and also run with  
8 the land and not the owners. Although the agreement proposes a ten year term, the County still  
9 retains all rights to change laws affecting the proposal based on the health, safety, and welfare of the  
10 County.

11 Mr. Oh's response to the public's testimony included further explanation of the intent to  
12 ensure Burnside Drive stays closed. Exhibit 2 of the DRRA was highlighted to show that in order for  
13 the County to connect through Burnside Drive, they would have to condemn two homes as well as  
14 the open space lot abutting Burnside Drive. Mr. Oh also stated that he didn't hear anything  
15 presented to the Board that specifically showed how the DRRA was inconsistent with the General  
16 Plan. He also addressed questions of the Board regarding Ms. Hudson's testimony considering  
17 landminiums, as well as ten years being sufficient to complete execution of the DRRA.

### 18 **Board Discussion and Recommendation**

#### 19 **Transportation**

20 The Board agreed that language in the DRRA adequately addressed community concerns  
21 regarding the closing of Burnside Drive although this issue is not related to the General Plan. The  
22 Board noted that the County's Adequate Public Facility Ordinance (APFO) would address concerns  
23 related to the adequacy of transportation infrastructure at the time new development occurs.  
24 Concerns raised about access to the proposed development would also be reviewed during the  
25 County's subdivision review process.

#### 26 **Sewer**

27 With regard to concerns raised by the additional sewage generated by the proposed  
28 development, the Board was in agreement that the General Plan Amendment (CB9-2010) to include  
29 additional acreage into the Planned Service Area would not have been passed if the issue was not  
30 adequately evaluated by the County. It was noted that the County's request to include an on-site  
31 treatment facility was initially considered by the petitioners, yet after receiving much community  
32 objection, has been removed as an option in favor of studying additional alternatives that would  
33

1 handle wastewater nutrient reduction off-site as outlined in the agreement. While fiscal impacts  
2 associated with the proposal were seen as valid concerns, the Board agreed that it was a budget issue  
3 and outside the purview of evaluating the agreement on the basis of consistency with the General  
4 Plan and furthermore would not substitute its judgment for that of those with the knowledge and  
5 expertise to make a recommendation in the County's best interests.

#### 6 **Technical Report and Information**

7 The Board agreed that the inclusion of information provided in previous Technical Staff  
8 Reports and Board Recommendations on the General Plan amendment and the Zoning amendment  
9 for Doughoregan Manor would enhance public understanding of the process as a whole and specific  
10 parts. The law enabling the County to enter into a DRRA has been in effect for a short period of  
11 time. This being the first DRRA the County has executed, the Board felt the public could benefit  
12 from additional background, even if redundant. Staff also explained that citizens seeking to review  
13 the DRRA files at the DPZ had to be redirected to the Office of Law, which has the files to respond  
14 to a Freedom of Information Act request. The Board recommended that a better format for hearing a  
15 DRRA, and all points included, be made if there were another request.

#### 16 **Historic Preservation**

17 The Board had diverging opinions related to the preservation strategy for the historic core  
18 included in the agreement. Although Doughoregan Manor is a National Historic Landmark, the  
19 property is a place of private residence and deserves the benefit of allowing the petitioners to work  
20 on their preservation efforts in good faith. The General Plan speaks broadly on the importance of  
21 preserving historic resources, but does not specifically say how that should occur for individual  
22 properties, nor does it say anything about the development of preservation plans for individual  
23 resources other than through a comprehensive preservation plan developed by the County. To  
24 suggest in this instance that a property plan needs to be part of the agreement, and the petitioner and  
25 the County work together to preserve the site, could be construed as far reaching. The petitioner has  
26 also invested considerable resources in the upkeep of the property. The County architectural  
27 historian has been on the grounds numerous times to document the preservation activities now taking  
28 place and noted the quality of work being employed. In addition, the petitioner has been negotiating  
29 with the Howard County Conservancy on the final conservation easement that will prohibit any  
30 future subdivision of the historic core. By these accounts, the intent to preserve the core is  
31 memorialized in the various strategies outlined in the agreement.

32 One Board member, however, expressed disappointment that of all of the different parts of  
33 the DRRA proposal, the one containing the least amount of detail is the preservation strategy for the

1 historic core itself. In fact, the petitioners presented the proposal to expand the planned service area  
2 as a strategy to preserve the historic home. However, within the DRRA there is no mention of  
3 minimum preservation standards beyond limiting further subdivision of the core.

4 **Consistency with the General Plan**

5 The Board was in agreement that the DRRA is consistent with the following sections of the  
6 General Plan:

7 **3.1 *Ensure the critical mass of high quality, strategically located farmland is protected from***  
8 ***development:*** addressed in Article IV, Agricultural Preservation. Out of 900 total acres, placing 500  
9 acres in agricultural preservation (in addition to 75 acres previously preserved) is a significant  
10 critical mass of agricultural resources.

11 **3.4 *Protect Water Resources:*** addressed in Article III (3.3). The agreement is also consistent with  
12 the General Plan Water Resources Element. Concentrating the area to be developed within the  
13 Planned Water and Sewer Service Area prevents the proliferation of septic fields; there is also a  
14 strategy to reduce the wastewater nutrient load from this development.

15 **4.18 *Enhance the County park system and recreational facilities:*** addressed in Article III (3.4.).  
16 Donation of land at no cost to be added to Kiwanis-Wallis Park will allow expansion and enrichment  
17 of current programs offered at this popular recreational facility.

18 **5.14 *Maintain or enhance the landscape character of roads:*** addressed as part of Exhibit 2 through  
19 the orientation of housing along Route 144. Dedication of additional right-of way and the orientation  
20 of homes along Route 144 are both appropriate and protect the character of Route 144.

21 **5.18 *Establish a comprehensive County-wide historic preservation program:*** addressed in Article  
22 IV (4.2). The historic core easement will prevent future subdivision. Also the Concept Plan for  
23 development in Exhibit 2 locates all new development behind the topographical ridgeline, which will  
24 preserve existing vistas.

25 **6.8 *Secure better protection of environmental and landscape resources within new developments:***  
26 addressed as part of Article IV, Agricultural Preservation. The proposed R-ED zoning is the most  
27 environmentally sensitive zone available within the PSA.

28 **Additional Points Addressed by DRRA**

29 During its meeting on the Doughoregan zoning petition ZB1087M, the Board noted several  
30 issues expected to be addressed in the DRRA. In reviewing the DRRA, the Planning Board found  
31 that the following points are adequately addressed:

- 32 • *Places formally approximately 500 acres of the Property into the Agricultural Land*  
33 *Preservation:* addressed as part of Article IV, Agricultural Preservation.

- 1 • *Recordation of covenants to prevent further subdivision of the core 94 acres of property*  
2 *around the*  
3 *Manor, with the Howard County Conservancy holding the easement: addressed in Article IV*  
4 *(4.2).*
- 5 • *Compliance with fire safety requirement via sprinklers within the dwellings to eliminate any*  
6 *need for*  
7 *fire safety access through a secondary access at Burnside Road: addressed as part of plan to*  
8 *install sprinkler system throughout the proposed development.*
- 9 • *Prohibits any development access via Burnside Road. Addressed as part of Article III (3.1).*
- 10 • *Confirmation of the County's commitment to honor the intent of Resolution 43' s termination*  
11 *of*  
12 *Burnside Road: addressed as part of Article III (3.1)(B).*
- 13 • *Confirmation of the donation of approximately of 34 to 36 acres of land to Howard County*  
14 *for the*  
15 *Department of Recreation and Parks: addressed in Article III (3.4.)*
- 16 • *Obligates the provision of a nitrogen pre-treatment plant and the expansion of sewer line*  
17 *capacity by entering into a Major Facilities Agreement with the Department of Public*  
18 *Works: addressed in Article III (3.2) (A) reassessment of nutrient concentration strategy*  
19 *confirmed by a wastewater flow study.*
- 20 • *Caps the number of dwelling units at 325 units as shown in the plan presented to the*  
21 *Planning Board: addressed as part of Article II (2.3) (A).*
- 22 • *Requires the design for the development to substantially conform to the conceptual plan*  
23 *presented to the Planning Board: addressed as part of Article II (2.3) (B).*
- 24 • *Affirms that the development will: (1) Comply with all stormwater management*  
25 *requirements; (2) Will not proceed until all initial necessary public utility improvements are*  
26 *made; and (3) Comply with the Adequate Public Facilities Ordinance: addressed as part of*  
27 *Article II (2.4) (2.5) and Article III (3.1) (A).*
- 28 • *DRRA is to be valid for a minimum 5 year period with a recommendation to extend the*  
29 *validity until*  
30 *the completion of the development, although it was expressed that perhaps a having a longer*  
31 *10 year period might be prudent: addressed as part of Article IX (9.2) (A),*  
32

1 Finally, the Board noted that from a legal perspective, the Option Agreement included in the  
2 DRRA is a strong tool that binds both parties to the terms of the DRRA.

3  
4 **Motion:**

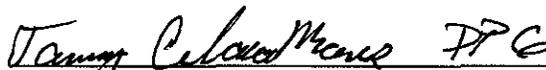
5 Mr. Grabowski made a motion that the Board make an advisory determination that the  
6 Developer's Rights and Responsibilities Agreement for the Doughoregan Manor is consistent  
7 with the General Plan as amended by CB 9-2010. Ms. CitaraManis seconded the motion. The  
8 motion passed by a vote of 5 to 0.

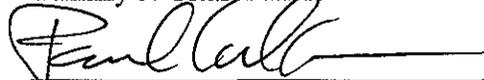
9  
10 For the foregoing reasons, the Planning Board of Howard County, Maryland, on this 17<sup>th</sup> day  
11 of June, 2010, determines that the Development Rights and Responsibilities Agreement for the  
12 Doughoregan Manor proposed by Camilla Carroll and Philip D. Carroll, is consistent with the  
13 Howard County General Plan, as amended by Council Bill 9-2010 as noted above.

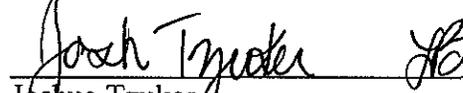
14  
15 HOWARD COUNTY PLANNING BOARD

16  DPB  
17 Linda A. Dombrowski, Chair

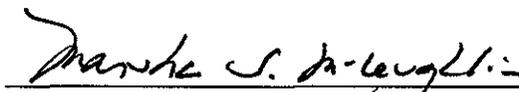
18   
19 David Grabowski, Vice-Chair

20  DPB  
21 Tammy J. CitaraManis

22   
23 Paul Yelder

24  JB  
25 Joshua Tzucker

26  
27 ATTEST:

28  
29   
30 Marsha S. McLaughlin, Executive Secretary

**EXHIBIT 6**

**Commitment Letter**



HOWARD COUNTY OFFICE OF COUNTY EXECUTIVE  
3430 Courthouse Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2013

Ken Ulman  
Howard County Executive

[www.howardcountymd.us](http://www.howardcountymd.us)  
FAX 410-313-3051  
TDD 410-313-2323

May 18, 2010

**VIA OVERNIGHT MAIL**

Camilla Carroll and Philip Carroll  
c/o Camilla Carroll  
3500 Manor Lane  
Ellicott City, Maryland 21042

Dear Ms. Carroll and Mr. Carroll:

Howard County, Maryland is pleased to offer to purchase the development rights as defined in Section 15.502 of the Howard County Code ("Development Rights") on the parcel of land consisting of approximately 500 acres, more or less, which you own in Howard County, Maryland and which is located at 3500 Manor Lane, Ellicott City, Howard County, Maryland (the "Land") pursuant to (i) an installment purchase agreement (the "Installment Purchase Agreement") between Howard County, Maryland, as purchaser (the "County") and Camilla Carroll and Philip Carroll, as sellers (the "Seller") and (ii) a Deed of Agricultural Land Preservation Easement between the County and the Seller (the "Deed of Easement"), upon and subject to the terms and conditions hereinafter set forth:

1. Purchase Price. The County offers to purchase the Development Rights from the Seller for a total purchase price of no more than \$19,100,000.00, (the "Purchase Price") which is based on a price of \$38,200.00 per acre, rounded to the next highest \$1,000.00. The Seller will receive 10% of the Purchase Price at settlement. The balance of the Purchase Price shall be paid to the Seller or Seller's assignee in 20 equal annual installments commencing on August 15, 2011 and on each August 15 thereafter. This Purchase Price is based on the following agreements and conditions with respect to the Land which shall be set forth in the Deed of Easement:

- (a) The Land is currently a portion of a parcel of record. The Land may be divided into no more than five (5) 50+ acre parcels;
- (b) Ten (10) one-acre lots may be subdivided from the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning; and
- (c) A maximum of fifteen (15) tenant houses may be permitted on the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning.

2. Interest on Unpaid Balance of Purchase Price. Interest on the unpaid balance of the Purchase Price shall accrue from the date of settlement ("Closing Date") and shall be paid to the Seller or Seller's assignee in 40 semiannual payments on February 15 and August 15 in each year after the Closing Date. Interest shall accrue and be payable at (a) the interest rate, as determined by the County's Director of Finance at the time of settlement of the first Batch 14 property to settle, which is equal to the greater of the average of the United States Treasury Yields or AAA Tax-Exempt General Obligation Yields, in each case for the closest available date to each principal payment installment date for the first Batch 14 property to settle, or (b) 4% per annum, whichever is lower. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

3. Documentation. All instruments and documents required hereby or affecting the Land, or relating to the Seller's capacity and authority to sell the Development Rights and to execute the Documents and such other documents, instruments, opinions, assurances, consents and approvals as the County may request and all procedures connected herewith shall be subject to the approval, as to form and substance, of the County, the

cc

County's counsel, and Miles & Stockbridge P.C. ("Bond Counsel"). All of the documents evidencing the installment purchase of the Development Rights (the "Documents"), including without limitation, the Installment Purchase Agreement and the Deed of Easement, shall be prepared by counsel for the County or by Bond Counsel. In addition to those items specifically set forth in this commitment, the Seller shall furnish to the County, prior to the Closing Date, such additional instruments, documents, opinions and materials as the County may require, all of which shall be satisfactory to the County in all respects.

4. Conditions Precedent to Closing. As a condition precedent to the County's obligation to close, not less than seven (7) days prior to the Closing Date:

(a) The Seller shall furnish to the County, a Subordination Agreement in recordable form from each mortgagee and other lienholder having a lien on all or any portion of the Land subordinating such person's interest in the Land to the rights of the County under the Deed of Easement, which Subordination Agreement shall be satisfactory in all respects to the County.

(b) If the Seller is not a natural person acting only in the Seller's individual capacity, Seller shall furnish to the County an opinion of Seller's Counsel, which is satisfactory in form and substance to the County, stating that Seller has the authority to convey the development rights to the County and has taken all actions necessary to validly exercise that authority.

(c) The County shall have received a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price insuring the acquisition of the easement on the Land and ownership of the Development Rights by the County subject only to those exceptions to title as are approved by the County and its counsel, and with affirmative insurance on such matters as the County may require. The County will secure the title insurance.

(d) The County shall have verified with the Soil Conservation District that the Land is subject to an approved Soil Conservation and Water Quality Plan that reflects current conditions and activities on the Land.

5. Expenses. All costs relating to the recording of the Deed of Easement and any Subordination Agreement, all title examination charges, the premium for the title insurance policy, and the fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of the Seller and the out-of-pocket expenses of Bond Counsel shall be paid by the County.

The Seller shall pay the fees and expenses of the Seller's own counsel and, if necessary, licensed engineer or surveyor, and all costs of preparation and recording of other documents, if any, required to perfect the title to the Land and provide a metes and bounds description for the Deed of Easement.

6. Termination by County. This commitment is being made in reliance upon the information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.

7. Brokerage. The County shall pay no fee or commission to any broker or agent in connection with the purchase of the Development Rights, and the Seller hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.

8. Receipt of Opinion of Bond Counsel. It is a condition precedent to the closing of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated the Closing Date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includable in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purposes, which opinion may assume continuous compliance with certain

CC

covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Certificate and may be otherwise limited in accordance with its terms.

9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 8 hereof), and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

10. Commitment Subject to Approval by Seller of Final Documents. Final Documents for execution, consistent with this commitment, shall be satisfactory to the Seller in form and substance. In the event that the Documents are not acceptable to Seller for any reason (including the failure to execute a Development Rights and Responsibility Agreement) and cannot be made so, or this transaction is not acceptable to the Seller for any reason, Seller, at Seller's option, shall be released from this commitment.

11. Acceptance and Counterparts. To accept this commitment, a copy of this commitment must be signed (and the signature witnessed) by each person with an ownership interest in the property and the copy with original signature of the Seller, delivered to the County no later than May 20, 2010. This commitment may be executed in counterparts, each of which shall be considered an original and all of which shall, together, constitute a single instrument.

12. Commitment Subject to Enactment of Approval Ordinance. Because the Installment Purchase Agreement is a multi-year contract subject to the provisions of Section 612 of the County's charter, the Installment Purchase Agreement must be approved by ordinance ("Approval Ordinance") and the County is not authorized to execute and deliver the Installment Purchase Agreement until the Approval Ordinance is enacted. The Approval Ordinance will be prefiled for introduction to the County Council of Howard County (the "Council") on May 27, 2010, for the Approval Ordinance to be considered by the Council in June. If for any reason the Approval Ordinance is not enacted by October 1, 2010, this commitment shall be null and void and the County and Seller shall have no further obligation hereunder.

13. Assignment Prohibited. This commitment may not be assigned or in any way transferred by the Seller.

14. Entire Agreement. No statements, agreement or representations, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights on the Land, including the Purchase Price, the Deed of Easement, or Installment Purchase Agreement, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to the matters in this commitment are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.

15. Governing Law. The Seller agrees that this commitment and the Documents shall be governed by and construed under the laws of the State of Maryland.

16. Closing Date; Survival. This transaction may be closed after all conditions precedent to closing have been met. Unless the Seller and the County enter into a Development Rights and Responsibilities Agreement concerning the Land and the Seller's property adjacent to the Land, this transaction must be fully closed by February 1, 2011 or this commitment shall be deemed null and void. Unless otherwise agreed to by the County, the closing shall take place in the main office of the County or at the office of Bond Counsel in Baltimore, Maryland, as the County might designate. The terms and conditions of this commitment shall survive the closing; provided, however, that if any of the terms and conditions of this

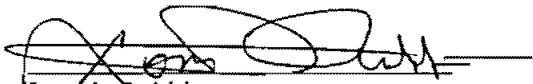
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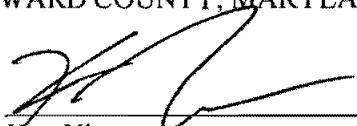
commitment shall conflict with any of the terms and conditions of the Documents, the terms and conditions of the Documents shall prevail. The terms of this commitment shall supersede in full any prior commitment issued by the County in connection with the transaction contemplated hereby.

We are pleased to make this offer to you. Enclosed for your review is an updated score sheet and amortization schedule. Also attached is a sample deed of easement and a sample installment purchase agreement. Please indicate your acceptance of this commitment by signing and returning to us one of the executed originals of this letter no later than May 20, 2010. If not accepted prior to May 21, 2010, the offer set forth in this commitment letter terminates automatically and shall have no further force and effect.

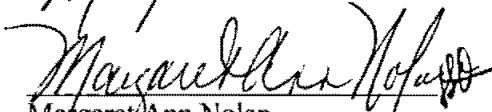
ATTEST:

HOWARD COUNTY, MARYLAND

  
Lonnie Robbins  
Chief Administrative Officer

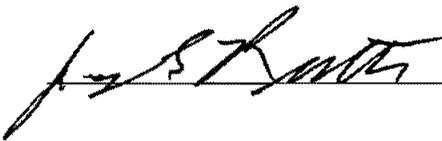
By:   
Ken Ulman  
County Executive

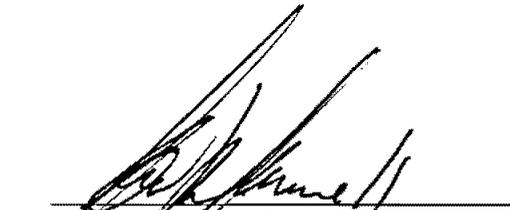
Approved for Form and Legal  
Sufficiency this 20 day of  
May, 2010:

  
Margaret Ann Nolan  
County Solicitor

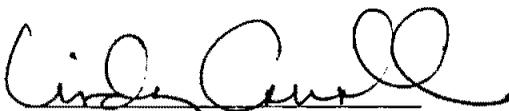
THE FOREGOING TERMS AND CONDITIONS WITH RESPECT TO THE LAND ARE HEREBY AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

Witness:



  
Camilla Carroll

Witness:



  
Philip Carroll

**EXHIBIT 7**

**Option Agreement**

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Option"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 ("Effective Date") by and between by and between CAMILLA CARROLL and PHILIP D. CARROLL, individuals, (collectively referred to as the "Carrolls") and Howard County, MARYLAND, a body corporate and politic of the State of Maryland ("Howard County"). The Carrolls and Howard County are hereinafter referred to collectively as the "Parties".

RECITALS

1. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map No. 25, Parcel 71 consisting of 892.6 AC ± as shown and described on EXHIBIT 1 ("Doughoregan" or "Property"), which exhibit is attached and made a part of that Development Rights and Responsibilities Agreement that was contemporaneously executed between the Parties on \_\_\_\_\_ 2010 ("DRRA").

2. The Carrolls intend to develop a 221.1 AC ± portion of Doughoregan as depicted on EXHIBITS 2 and 3 (the "Site") of the DRRA with not more than 325 single family detached residential dwelling units substantially in the manner as set forth in EXHIBIT 2 (the "Project").

3. The Carrolls, furthermore, intend to sell and the County intends to purchase a perpetual "Agricultural Land Preservation Easement" on 500 acres of the Property more particularly described in the Exhibit A attached hereto ("Agricultural Preservation Parcel") subject to the terms and conditions contained in the Commitment Letter dated May 18, 2010 setting forth the terms and conditions for the County's purchase of the Development Rights on the Agricultural Preservation Parcel for \$19,100,000.00 (the "Purchase Price") between the County and the Carrolls, a copy of which is attached as Exhibit B (as amended in the DRRA to delete paragraph 10, the "Commitment Letter"), which is incorporated by reference.

4. Notwithstanding anything in the Commitment Letter to the contrary, either expressed or implied, the Parties intend that the obligations contained in the Commitment Letter shall be binding upon the Parties upon occurrence of the conditions precedent set forth in Section 1.2 below, whereupon the County shall exercise its rights under this Agreement and upon the failure of the conditions precedent set forth herein the Carrolls shall perform their obligations under this Agreement.

5. The Parties are entering into this Option to effectuate their mutual intent as specified in Recital No. 4.

NOW, THEREFORE, in consideration of the DRRA, the Commitment Letter, the recitals set forth herein, and for other good and valuable consideration, the receipt and adequacy of which they each acknowledge, Carrolls grant to Howard County and Howard

County accepts, the exclusive option to obtain the perpetual Agricultural Land Preservation Easement in, over, on, and through the Agricultural Preservation Parcel as set forth in the Commitment Letter as amended by the DRRA as set forth herein. The Carrolls and the County agree that the sale of the Agricultural Land Preservation Easement to the County is a material term of the DRRA and without the consideration of the sale of the Agricultural Land Preservation Easement to the County on the terms and conditions set forth in the Commitment Letter, the County would not have agreed to the DRRA.

Section 1. Option Term and Exercise of Option.

1.1 Term. The term of the Option ("Option Period") shall begin on the Effective Date of this Option, and shall expire (unless sooner exercised by written notice from the County) on January 1, 2013 ("Outside Date"). In the event any one of the conditions precedent to exercise set forth in Section 1.2.1-1.2.3 have not yet been determined as of the Outside Date, then the Option Period shall be extended automatically until (i) all conditions precedent have been determined or (ii) the termination of the DRRA. If any of the conditions precedent have not yet been determined as of the Outside Date, the Carrolls may take action to return the Property to a rural conservation zoning classification (now known as "RC"). Upon the final, unappealable approval of the rural classification zoning approval for the Site, the County shall terminate its right to acquire the Agricultural Land Preservation Easement under this Option Agreement and the Commitment Letter.

1.2 Exercise. Howard County shall exercise the Option upon the occurrence of all of the following conditions precedent by providing written notice to the Carrolls:

1.2.1 The final, unappealable approval of amendment(s) to the Howard County General Plan for extension of the Planned Service Area for water and sewerage for the Site including any amendment(s) to the Master Plan for Water and Sewerage and any application(s) for incorporation into the Howard County metropolitan district.

1.2.2 The final, unappealable approval of the DRRA; and

1.2.3 The final, unappealable approval of R-ED zoning approval for the Site.

1.3 Effect of Exercise. Upon the exercise of the Option, Howard County shall become entitled and obligated to purchase the Agricultural Land Preservation Easement from the Carrolls, and the Carrolls shall become obligated to sell the Agricultural Land Preservation Easement to Howard County on the terms and conditions set forth in the Commitment Letter. Furthermore, by exercising the Option, Howard County shall become obligated to the Carrolls, their heirs, successors and/or assigns to full performance under this Option.

1.4 Effect of Conditions Precedent. The Parties agree no Subdivision Plat for the Property creating any individual lots meeting the bulk requirements of R-ED zoning for single family detached housing shall be submitted by the Carrolls or reviewed by the County until all of the conditions precedent set forth in Sections 1.2.1 through 1.2.3 are satisfied.

1.5 Failure of Conditions Precedent. The Parties further agree that each shall take all actions required to promptly return the Property to a rural conservation zoning classification (now known as "RC") in the event any one of the conditions precedent in Sections 1.2.1 through 1.2.3 hereof is not satisfied. Upon the final, unappealable approval of the rural classification zoning approval for the Site, the County shall terminate its right to acquire the Agricultural Land Preservation Easement under the Commitment Letter.

## Section 2. Settlement.

2.1 Settlement Date. Upon exercise of the Option, the Carrolls and Howard County shall set a mutually agreeable date for settlement to occur within ten (10) business days of the exercise of the Option. As set forth in the Commitment Letter, the County shall pay the Carrolls 10% of the Purchase Price of \$19,100,000.00 in cash and issue an installment purchase agreement for the balance of the Purchase Price and the Carrolls shall execute and deliver to County the Deed of Agricultural Land Preservation Easement as described in the Commitment Letter.

2.2 Title. The title to the Agricultural Land Preservation Easement shall be subject only to the effect of the matters recorded among the Land Records of Howard County and deemed acceptable to the County, as set forth in the Commitment Letter. While this Option is in effect, Carrolls shall not transfer all or any portion of their interest in the Agricultural Preservation Parcel or otherwise encumber the title to the Agricultural Land Preservation Easement by any lien, or other interest. The Carrolls agree to cause any lender or lien holder or other person having an interest in the Agricultural Preservation Parcel to subordinate their interest in the Agricultural Preservation Parcel to the County's Agricultural Land Preservation Easement and such subordination agreement shall be in a form acceptable to the County and recorded among the Land Records of Howard County.

Section 3. Specific Performance. If Howard County exercises its Option and the Carrolls fail to agree to a settlement date and consummate settlement, the Carrolls consent to Howard County obtaining a decree against them for specific performance as set forth herein. The Carrolls agree that the County entered into the Commitment Letter, this Option Agreement, and the DRRA because of the Carrolls' agreement to conserve and protect the 500 ± acres pursuant to the Howard County Agricultural Land Preservation Act, and that there are no liquidated damages or other types of monetary damages that would be adequate to compensate the County for the Carrolls' breach of that promise. Therefore, Howard County may file, in lieu and as a substitute for monetary damages, a complaint against the Carrolls in the Circuit Court for Howard County for specific

performance of their promise to execute and deliver to Howard County a Deed of Agricultural Land Preservation Easement, pursuant to the Commitment Letter, the DRRRA, and this Option Agreement. A proposed form of complaint is attached hereto as Exhibit C. The Carrolls appoint and authorize [NAME, ADDRESS] as their agent to receive service of process and filings in the action. Except for such service, as an expedient compromise of the complaint and without admitting liability, the Carrolls knowingly, intelligently, and voluntarily waive all rights, defenses, and claims, from whatever source derived, both procedural and substantive, that they may have to Howard County's action to enforce its rights for specific performance of the acquisition of the Agricultural Land Preservation Easement, and the Carrolls consent to Howard County moving for entry of a consent decree against them for specific performance and to the entry of such a decree in the form attached hereto as Exhibit D.

Section 4. General.

4.1. Notices. Any communication to be given to a party shall be in writing, shall be deemed to have been given on the 3rd business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or on the next business day after being deposited with a reputable overnight courier service as follows:

In the case of the Carrolls notice shall be sent to:

Camilla and Phillip D. Carroll  
3500 Manor Lane  
Ellicott City, MD 21042

with a copy to:

Joseph Rutter  
5300 Dorsey Hall Drive  
Ellicott City, MD 21042

Sang W. Oh, Esq.  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042

James L. Wright, Esq.  
750 E. Pratt Street  
Suite 900  
Baltimore, MD 21202

In the case of the County, notice shall be sent to:

Director of Department of Planning and Zoning  
3930 Courthouse Drive  
Ellicott City, Maryland 21043

With a copy to:

County Solicitor of Howard County  
3930 Courthouse Drive  
Ellicott City, Maryland 21043

4.2. Effect; Binding; Amendment; Counsel. This Option shall become effective on its execution and delivery by each party. This Option may be amended only by a document signed by each party. The Parties agree that this Option shall run with the land and be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Site. Each party has entered into this Option and the Commitment Letter after having the opportunity to receive advice of legal counsel and represents to the other that each understands their respective legal obligations under this Option.

4.3. Governing Law; Jurisdiction. This Option shall be governed by and construed and enforced in accordance with the laws of the State of Maryland. The parties hereby irrevocably accept and submit to the jurisdiction of the Circuit Court for Howard County, Maryland, in any action brought to enforce this Option, suit, action or proceeding and further waive any objection and any right of immunity on the ground of venue, the inconvenience of any forum or the jurisdiction of such courts or from the execution of judgments resulting therefrom.

4.4. Rules of Construction. The enumeration and headings of the sections of this Option are merely for convenience of reference and do not constitute representations or warranties, do not impose any obligations whatever and have no substantive significance. Unless the context otherwise requires, whenever used in this Option the singular will include the plural, the plural will include the singular, and the masculine gender will include the neuter or feminine gender and vice versa. As to the Carrolls, each of the obligations in this Option and the Commitment letter shall be joint and several. The Parties agree that neither shall be considered the primary drafter of this Option.

4.5. Conflict with DRRRA; Survival. The Parties hereby agree that any conflict between the terms of the DRRRA and this Option shall be interpreted to give this Option its full force and effect to allow the County to acquire the Agricultural Land Preservation Easement. The Parties further agree that this Option shall survive the invalidation of all or any portion of the DRRRA.

WITNESS/ATTEST:

CAMILLA CARROLL

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

PHILIP D. CARROLL

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

AGREED and APPROVED:

HOWARD COUNTY, MARYLAND

ATTEST:

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

BY: \_\_\_\_\_ (SEAL)  
Ken Ulman  
Howard County Executive

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

*[Notaries on Following Page]*

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CAMILLA CARROLL, personally known to me or proven to be the individual named herein and executed this Option for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PHILIP D. CARROLL, personally known to me or proven to be the individual named herein and executed this Option for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KEN ULMAN, the County Executive for Howard County, Maryland, who acknowledged the same to be the act of the County and that he executed the foregoing Option for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ATTORNEYS' CERTIFICATION

THIS IS TO CERTIFY that the undersigned are members, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by the undersigned or under their supervision.

---

---

Upon Recordation Please Return To:

Sang W. Oh, Esq.  
Talkin & Oh, LLP  
5100 Dorsey Hall Drive  
Ellicott City, MD 21042

Exhibit A  
Description of Agricultural Land Preservation Easement

EXHIBIT 9

March 18, 2010

DESCRIPTION OF A  
500.000 ACRE  
AGRICULTURAL PRESERVATION EASEMENT  
CONSISTING OF  
241.638 ACRE PART ONE  
AND  
258.362 ACRE PART TWO  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described therein; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

(PART ONE) BEGINNING FOR THE SAME at a point on or near the intersection of the centerlines of existing paving of Folly Quarter Road with Frederick Road (Maryland Route 144); said point being at the beginning of the Seventeenth or South  $82^{\circ}36'44''$  East, 189.50 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running within said Frederick

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Road, on or near the centerline of paving, and running with and binding on all of the said Seventeenth line of said Liber 394 at Folio 64 (Parcel 1), and with all of the Eighteenth, Nineteenth and a portion of the First line of said Liber 394 at Folio 64 (Parcel 1), as now surveyed the following four (4) courses and distances:

- 1) South  $82^{\circ}54'28''$  East, 189.50 feet to a point; thence
- 2) North  $17^{\circ}12'33''$  West, 32.08 feet to a point; thence
- 3) South  $82^{\circ}35'58''$  East, 1,394.98 feet to a point; thence
- 4) South  $73^{\circ}02'02''$  East, 2.22 feet to a point on and being a distance of 3,137.87 feet from the end of the aforesaid First or South  $73^{\circ}02'48''$  East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1) and also being the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144); thence leaving said First line of Liber 394 at Folio 64 (Parcel 1) and the Northern margin of Frederick Road (Maryland Route 144) to run over, across and through the aforesaid Liber 394, Folio 64 the following thirteen (13) courses and distances:

- 5) South  $06^{\circ}25'26''$  West, 152.29 feet to a point; thence
- 6) South  $04^{\circ}05'30''$  West, 282.20 feet to a point of curvature; thence
- 7) 253.27 feet along the arc of a non-tangential curve to the left, having a radius of 1,301.42 feet, a central angle of  $11^{\circ}09'01''$  and subtended by a chord bearing and distance of South  $02^{\circ}54'01''$  East, 252.87 feet to a point; thence
- 8) South  $07^{\circ}27'35''$  East, 191.10 feet to a point; thence
- 9) South  $09^{\circ}24'23''$  East, 392.33 feet to a point; thence
- 10) South  $09^{\circ}00'09''$  East, 293.76 feet to a point; thence

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- 11) South 09°47'54" East, 393.83 feet to a point; thence
- 12) South 09°03'17" East, 615.16 feet to a point; thence
- 13) South 09°03'55" East, 291.12 feet to a point; thence
- 14) North 79°49'03" West, 1,832.40 feet to a point; thence
- 15) South 19°08'23" West, 1,237.51 feet to a point; thence
- 16) North 77°07'13" West, 68.06 feet to a point; thence
- 17) South 19°08'11" West, 1,248.08 feet to a point on and at a distance of 279.07 feet from a 1.25 inch diameter Iron Pipe found at the beginning of the Tenth or North 70°15'08" West, 1456.95 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Tenth line of Liber 394 at Folio 64 (Parcel 1), as now surveyed, the following course and distance:
- 18) North 70°10'26" West, 1,177.65 feet to a 1.25 inch diameter Iron Pipe found at the end thereof; thence running with and binding on the Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth and Sixteenth lines of said Liber 394 at Folio 64 (Parcel 1), the following six (6) courses and distances:
- 19) North 78°34'25" West, 791.22 feet to a point; thence
- 20) North 73°34'25" West, 387.55 feet to a point; thence
- 21) South 69°10'35" West, 31.37 feet to a point; thence
- 22) North 51°40'56" East, 568.09 feet to a point; thence
- 23) North 39°59'12" East, 2,458.50 feet to a point; thence
- 24) North 26°28'43" East, 2,376.00 feet to the point of beginning, containing 241.638 acres, more or less.

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(PART TWO) BEGINNING FOR THE SAME at a point on the Northern margin of the sixty-six foot Right of Way of Frederick Road (Maryland Route 144), said point being on and a distance of 53.08 feet from the beginning of the First or South  $73^{\circ}02'48''$  East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on a portion of said First line of Liber 394 at Folio 64 (Parcel 1), and the Northern margin of Frederick Road (Maryland Route 144), the following course and distance:

- 1) South  $73^{\circ}02'02''$  East, 1,379.85 feet to a point thereon; thence leaving the aforesaid First line of Liber 394 at Folio 64 and the Northern margin of Frederick Road (Maryland Route 144) and running for new lines of division, the following twenty-five (25) courses and distances:
  - 2) South  $16^{\circ}57'58''$  West, 65.50 feet to a point; thence
  - 3) South  $73^{\circ}02'02''$  East, 328.95 feet to a point; thence
  - 4) South  $19^{\circ}32'01''$  East, 18.41 feet to a point; thence
  - 5) South  $73^{\circ}08'00''$  East, 180.91 feet to a point; thence
  - 6) South  $27^{\circ}46'18''$  East, 35.58 feet to a point; thence
  - 10) South  $17^{\circ}35'24''$  West, 225.85 feet to a point of curvature; thence
  - 11) 346.71 feet along the arc of a curve to the left, having a radius of 315.00 feet, a central angle of  $63^{\circ}03'47''$  and subtended by a chord bearing and distance of South  $13^{\circ}56'30''$  East, 329.47 feet to a point of reverse curvature; thence
  - 12) 121.72 feet along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of  $46^{\circ}29'32''$  and subtended by a chord bearing and distance of South  $22^{\circ}13'37''$  East, 118.40 feet to a point of tangency; thence

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- 10) South  $01^{\circ}01'09''$  West, 232.32 feet to a point of curvature; thence
- 11) 312.10 feet along the arc of a curve to the left, having a radius of 330.00 feet, a central angle of  $54^{\circ}11'16''$  and subtended by a chord bearing and distance of South  $26^{\circ}04'29''$  East, 300.60 feet to a point of tangency; thence
- 12) South  $53^{\circ}10'07''$  East, 259.20 feet to a point of curvature; thence
- 13) 470.43 feet along the arc of a non-tangential curve to the right, having a radius of 595.00 feet, a central angle of  $45^{\circ}18'00''$  and subtended by a chord bearing and distance of South  $30^{\circ}31'07''$  East, 458.27 feet to a point of compound curvature; thence
- 14) 283.12 feet along the arc of a curve to the right, having a radius of 275.00 feet, a central angle of  $58^{\circ}59'14''$  and subtended by a chord bearing and distance of South  $21^{\circ}37'30''$  West, 270.78 feet to a point of reverse curvature; thence
- 15) 219.63 feet along the arc of curve to the left, having a radius of 285.00 feet, a central angle of  $44^{\circ}09'14''$  and subtended by a chord bearing and distance of South  $29^{\circ}02'30''$  West, 214.24 feet to a point of tangency; thence
- 16) South  $06^{\circ}57'53''$  West, 62.64 feet to a point of curvature; thence
- 17) 89.85 feet along the arc of a curve to the left, having a radius of 285.00 feet, a central angle of  $18^{\circ}03'45''$  and subtended by a chord bearing and distance of South  $02^{\circ}03'59''$  East, 89.47 feet to a point of reverse curvature; thence
- 18) 131.70 feet along the arc of a curve to the right, having a radius of 170.00 feet, a central angle of  $44^{\circ}23'10''$  and subtended by a chord bearing and distance of South  $11^{\circ}05'43''$  West, 128.43 feet to a point of reverse curvature; thence

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- 19) 136.14 feet along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of  $24^{\circ}00'04''$  and subtended by a chord bearing and distance of South  $21^{\circ}17'16''$  West, 135.15 feet to a point of tangency; thence
- 20) South  $09^{\circ}17'14''$  West, 113.42 feet to a point of curvature; thence
- 21) 468.79 feet along the arc of a curve to the left, having a radius of 580.00 feet, a central angle of  $46^{\circ}18'34''$  and subtended by a chord bearing and distance of South  $13^{\circ}52'03''$  East, 456.13 feet to a point of tangency; thence
- 22) South  $37^{\circ}01'20''$  East, 903.13 feet to a point; thence
- 23) South  $23^{\circ}09'51''$  East, 507.53 feet to a point; thence
- 24) South  $67^{\circ}04'12''$  West, 462.42 feet to a point; thence
- 25) South  $33^{\circ}51'48''$  West, 651.81 feet to a point; thence
- 26) South  $16^{\circ}43'26''$  West, 858.48 feet to a point on and a distance of 1,764.49 feet from a Granite Stone found and held at the beginning of the Seventh or North  $73^{\circ}14'48''$  West, 4021.13 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Seventh line of Liber 394 at Folio 64 (Parcel 1) and with all of the Eighth and a portion of the Ninth or North  $65^{\circ}30'08''$  West, 2143.94 foot Deed Line of said Liber 394 at Folio 64 (Parcel 1), the following three (3) courses and distances:
- 27) North  $73^{\circ}16'34''$  West, 2,253.96 feet to a point; thence
- 28) North  $14^{\circ}04'34''$  East, 24.75 feet to a point; thence
- 29) North  $65^{\circ}25'29''$  West, 39.81 feet to a point; said point being on and a distance of 2,104.13 feet from a 1.25 inch Iron Pipe found at the end of the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1); said point also being on the easterly

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outline of a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll and Camilla Carroll" and recorded as Plat No. 19928; thence leaving the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1) and running with and binding on part of said easterly outline of Plat No. 19928, the following course and distance:

30) North  $14^{\circ}13'15''$  East, 1,478.90 feet to a point thereon; thence leaving the aforesaid easterly outline of Plat No. 19928 and running over, across and through the aforesaid Liber 394, Folio 64 (Parcel 1) the following twenty-two (22) courses and distances:

- 31) South  $85^{\circ}27'17''$  East, 421.22 feet to a point; thence
- 32) South  $64^{\circ}29'11''$  East, 192.86 feet to a point; thence
- 33) South  $47^{\circ}22'36''$  East, 333.45 feet to a point; thence
- 34) South  $27^{\circ}46'03''$  East, 102.62 feet to a point; thence
- 35) South  $73^{\circ}56'56''$  East, 224.55 feet to a point; thence
- 36) South  $82^{\circ}25'01''$  East, 149.17 feet to a point; thence
- 37) North  $12^{\circ}14'25''$  East, 389.04 feet to a point; thence
- 38) North  $23^{\circ}29'52''$  West, 478.60 feet to a point; thence
- 39) North  $16^{\circ}15'45''$  West, 750.96 feet to a point; thence
- 40) North  $81^{\circ}30'55''$  West, 730.33 feet to a point; thence
- 41) North  $00^{\circ}27'40''$  East, 207.41 feet to a point; thence
- 42) North  $00^{\circ}40'30''$  West, 76.57 feet to a point; thence
- 43) North  $06^{\circ}06'01''$  West, 117.35 feet to a point; thence
- 44) North  $09^{\circ}05'56''$  West, 310.97 feet to a point; thence

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- 45) North 09°03'18" West, 615.62 feet to a point; thence
- 46) North 09°47'54" West, 393.78 feet to a point; thence
- 47) North 09°00'07" West, 293.32 feet to a point; thence
- 48) North 09°24'23" West, 391.82 feet to a point; thence
- 49) North 07°27'35" West, 190.70 feet to a point of curvature; thence
- 50) 243.37 feet along the arc of a curve to the right, having a radius of 1,251.42 feet, a central angle of 11°08'33" and subtended by a chord bearing and distance of North 02°55'27" West, 242.98 feet to a point of tangency; thence
- 51) North 04°05'30" East, 280.56 feet to a point; thence
- 52) North 06°25'26" East, 141.96 feet to the point of beginning; containing 258.362 acres, more or less.

**SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

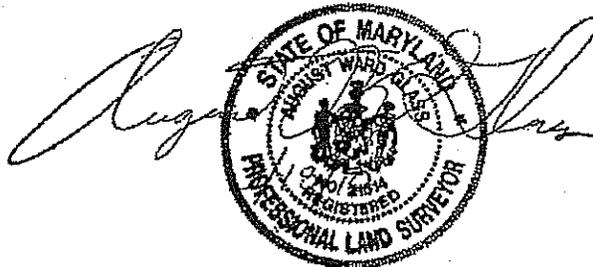
**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, which may apply.

This description was prepared without the benefit of a Title Report.

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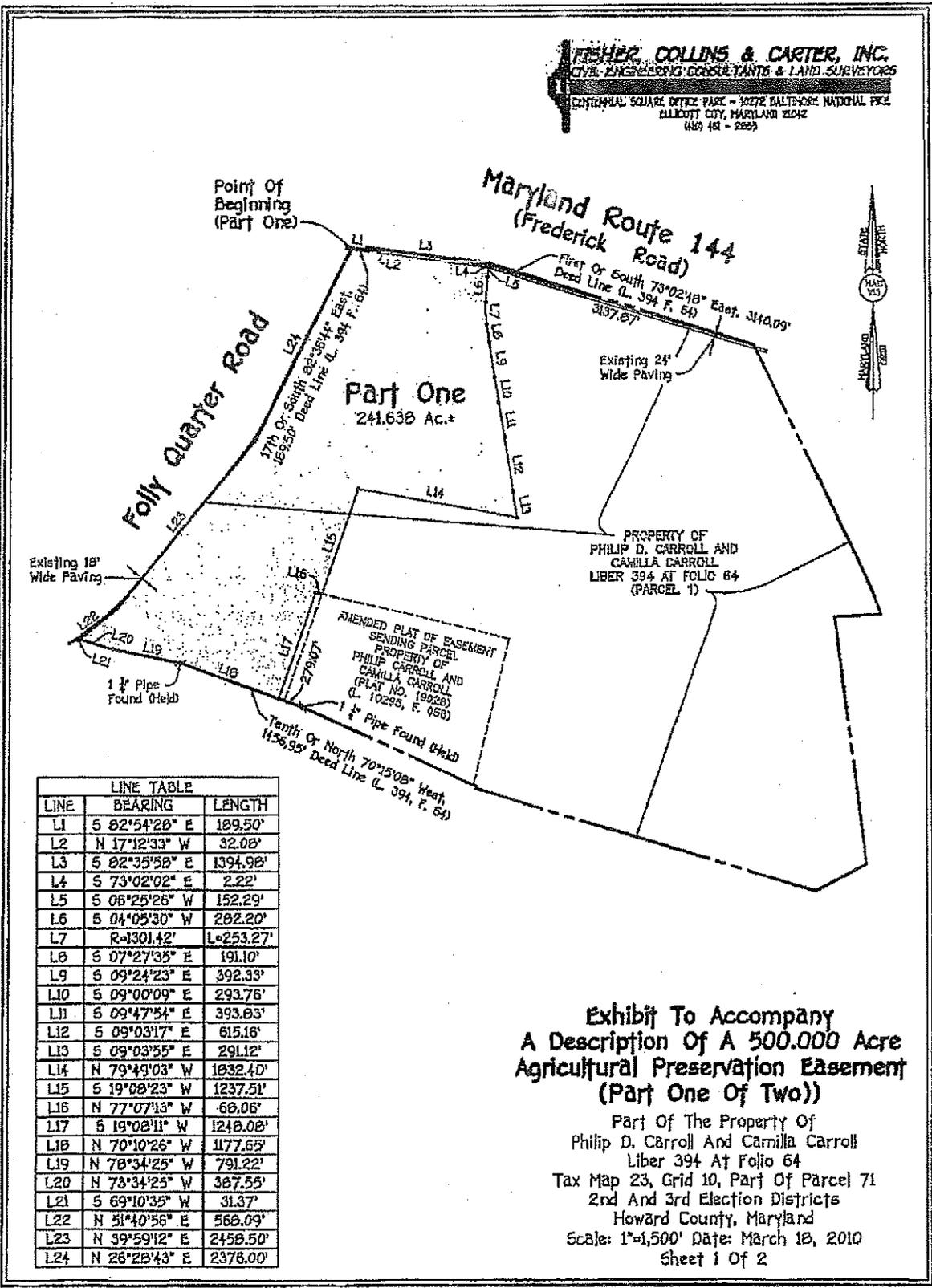


Prepared By DBS

Checked By CAF

WO #05022-3002

**FISHER COLLINS & CARTER, INC.**  
 CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS  
 CENTENNIAL SQUARE OFFICE PARK - 3027E BALTIMORE NATIONAL PIKE  
 BELLGATE CITY, MARYLAND 21042  
 (410) 481 - 2222



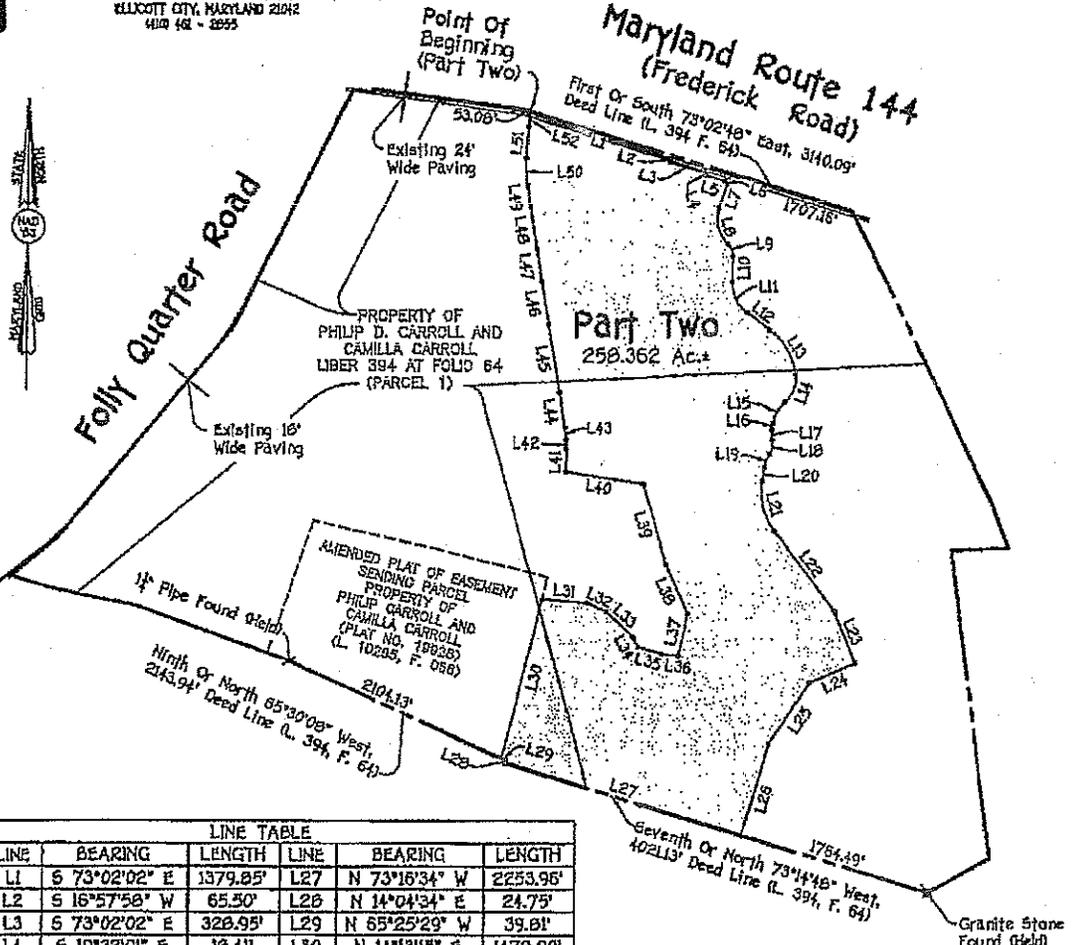
LINE	BEARING	LENGTH
L1	S 02°54'20" E	189.50'
L2	N 17°12'33" W	32.00'
L3	S 02°35'50" E	1394.90'
L4	S 73°02'02" E	2.22'
L5	S 06°25'26" W	152.29'
L6	S 04°05'30" W	202.20'
L7	R=1301.42'	L=253.27'
L8	S 07°27'35" E	191.10'
L9	S 09°24'23" E	392.33'
L10	S 09°00'09" E	293.76'
L11	S 09°47'54" E	393.03'
L12	S 09°03'17" E	615.16'
L13	S 09°03'55" E	291.12'
L14	N 79°49'03" W	1032.40'
L15	S 19°00'23" W	1237.51'
L16	N 77°07'13" W	60.06'
L17	S 19°08'11" W	1248.00'
L18	N 70°10'26" W	1177.65'
L19	N 70°34'25" W	791.22'
L20	N 73°34'25" W	367.55'
L21	S 69°10'35" W	31.37'
L22	N 51°40'56" E	560.09'
L23	N 39°59'12" E	2450.50'
L24	N 26°28'43" E	2376.00'

**Exhibit To Accompany  
 A Description Of A 500.000 Acre  
 Agricultural Preservation Easement  
 (Part One Of Two))**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010  
 Sheet 1 Of 2

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 CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS  
 CENTENNIAL SQUARE OFFICE PARK - 10272 BALTIMORE NATIONAL PIKE  
 ELICOTT CITY, MARYLAND 21042  
 410.461.2055



LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 73°02'02" E	1379.85'	L27	N 73°16'34" W	2253.96'
L2	S 16°57'58" W	65.50'	L28	N 14°04'34" E	24.75'
L3	S 73°02'02" E	328.95'	L29	N 65°25'29" W	39.81'
L4	S 19°32'01" E	18.41'	L30	N 14°13'15" E	1478.90'
L5	S 73°08'00" E	180.91'	L31	S 85°27'17" E	421.22'
L6	S 27°46'18" E	35.58'	L32	S 64°29'11" E	192.85'
L7	S 17°35'24" W	225.85'	L33	S 47°22'35" E	333.45'
L8	R=315.00'	L=346.71'	L34	S 27°48'03" E	102.62'
L9	R=150.00'	L=121.72'	L35	S 73°56'56" E	224.55'
L10	S 01°01'09" W	232.32'	L36	S 82°25'01" E	149.17'
L11	R=330.00'	L=312.10'	L37	N 12°14'25" E	389.04'
L12	S 53°10'07" E	259.20'	L38	N 23°29'52" W	478.60'
L13	R=595.00'	L=470.43'	L39	N 16°15'45" W	750.96'
L14	R=275.00'	L=283.12'	L40	N 81°30'55" W	730.33'
L15	R=285.00'	L=219.63'	L41	N 00°27'40" E	207.41'
L16	S 06°57'53" W	62.64'	L42	N 00°40'30" W	76.57'
L17	R=285.00'	L=89.85'	L43	N 06°06'01" W	117.35'
L18	R=170.00'	L=131.70'	L44	N 09°05'56" W	310.97'
L19	R=325.00'	L=136.14'	L45	N 09°03'18" W	615.62'
L20	S 09°17'14" W	113.42'	L46	N 09°47'54" W	393.78'
L21	R=580.00'	L=468.79'	L47	N 09°00'07" W	293.32'
L22	S 37°01'20" E	903.13'	L48	N 09°24'23" W	391.82'
L23	S 23°09'51" E	507.53'	L49	N 07°27'35" W	190.70'
L24	S 67°04'12" W	462.42'	L50	R=125.142'	L=243.37'
L25	S 33°51'48" W	651.81'	L51	N 04°05'30" E	280.58'
L26	S 16°43'26" W	858.48'	L52	N 06°25'26" E	141.96'

**Exhibit To Accompany  
 A Description Of A 500.000 Acre  
 Agricultural Preservation Easement  
 (Part Two Of Two))**  
 Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010  
 Sheet 2 Of 2

I:\2010\05022.dwg\05022-3001 Parcel 2 Exhibit.dwg, 3/18/2010 9:49:20 AM, dstreet, 1:1

Exhibit B

Commitment Letter to Acquire Agricultural Land Preservation Easement



HOWARD COUNTY OFFICE OF COUNTY EXECUTIVE  
3430 Courthouse Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2013

Ken Ulman  
Howard County Executive

[www.howardcountymd.us](http://www.howardcountymd.us)  
FAX 410-313-3051  
TDD 410-313-2323

May 18, 2010

VIA OVERNIGHT MAIL

Camilla Carroll and Philip Carroll  
c/o Camilla Carroll  
3500 Manor Lane  
Ellicott City, Maryland 21042

Dear Ms. Carroll and Mr. Carroll:

Howard County, Maryland is pleased to offer to purchase the development rights as defined in Section 15.502 of the Howard County Code ("Development Rights") on the parcel of land consisting of approximately 500 acres, more or less, which you own in Howard County, Maryland and which is located at 3500 Manor Lane, Ellicott City, Howard County, Maryland (the "Land") pursuant to (i) an installment purchase agreement (the "Installment Purchase Agreement") between Howard County, Maryland, as purchaser (the "County") and Camilla Carroll and Philip Carroll, as sellers (the "Seller") and (ii) a Deed of Agricultural Land Preservation Easement between the County and the Seller (the "Deed of Easement"), upon and subject to the terms and conditions hereinafter set forth:

1. Purchase Price. The County offers to purchase the Development Rights from the Seller for a total purchase price of no more than \$19,100,000.00, (the "Purchase Price") which is based on a price of \$38,200.00 per acre, rounded to the next highest \$1,000.00. The Seller will receive 10% of the Purchase Price at settlement. The balance of the Purchase Price shall be paid to the Seller or Seller's assignee in 20 equal annual installments commencing on August 15, 2011 and on each August 15 thereafter. This Purchase Price is based on the following agreements and conditions with respect to the Land which shall be set forth in the Deed of Easement:

- (a) The Land is currently a portion of a parcel of record. The Land may be divided into no more than five (5) 50+ acre parcels;
- (b) Ten (10) one-acre lots may be subdivided from the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning; and
- (c) A maximum of fifteen (15) tenant houses may be permitted on the Land upon the approval of the Agricultural Land Preservation Board and the Department of Planning and Zoning.

2. Interest on Unpaid Balance of Purchase Price. Interest on the unpaid balance of the Purchase Price shall accrue from the date of settlement ("Closing Date") and shall be paid to the Seller or Seller's assignee in 40 semiannual payments on February 15 and August 15 in each year after the Closing Date. Interest shall accrue and be payable at (a) the interest rate, as determined by the County's Director of Finance at the time of settlement of the first Batch 14 property to settle, which is equal to the greater of the average of the United States Treasury Yields or AAA Tax-Exempt General Obligation Yields, in each case for the closest available date to each principal payment installment date for the first Batch 14 property to settle, or (b) 4% per annum, whichever is lower. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

3. Documentation. All instruments and documents required hereby or affecting the Land, or relating to the Seller's capacity and authority to sell the Development Rights and to execute the Documents and such other documents, instruments, opinions, assurances, consents and approvals as the County may request and all procedures connected herewith shall be subject to the approval, as to form and substance, of the County, the

cc

County's counsel, and Miles & Stockbridge P.C. ("Bond Counsel"). All of the documents evidencing the installment purchase of the Development Rights (the "Documents"), including without limitation, the Installment Purchase Agreement and the Deed of Easement, shall be prepared by counsel for the County or by Bond Counsel. In addition to those items specifically set forth in this commitment, the Seller shall furnish to the County, prior to the Closing Date, such additional instruments, documents, opinions and materials as the County may require, all of which shall be satisfactory to the County in all respects.

4. Conditions Precedent to Closing. As a condition precedent to the County's obligation to close, not less than seven (7) days prior to the Closing Date:

(a) The Seller shall furnish to the County, a Subordination Agreement in recordable form from each mortgagee and other lienholder having a lien on all or any portion of the Land subordinating such person's interest in the Land to the rights of the County under the Deed of Easement, which Subordination Agreement shall be satisfactory in all respects to the County.

(b) If the Seller is not a natural person acting only in the Seller's individual capacity, Seller shall furnish to the County an opinion of Seller's Counsel, which is satisfactory in form and substance to the County, stating that Seller has the authority to convey the development rights to the County and has taken all actions necessary to validly exercise that authority.

(c) The County shall have received a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price insuring the acquisition of the easement on the Land and ownership of the Development Rights by the County subject only to those exceptions to title as are approved by the County and its counsel, and with affirmative insurance on such matters as the County may require. The County will secure the title insurance.

(d) The County shall have verified with the Soil Conservation District that the Land is subject to an approved Soil Conservation and Water Quality Plan that reflects current conditions and activities on the Land.

5. Expenses. All costs relating to the recording of the Deed of Easement and any Subordination Agreement, all title examination charges, the premium for the title insurance policy, and the fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of the Seller and the out-of-pocket expenses of Bond Counsel shall be paid by the County.

The Seller shall pay the fees and expenses of the Seller's own counsel and, if necessary, licensed engineer or surveyor, and all costs of preparation and recording of other documents, if any, required to perfect the title to the Land and provide a metes and bounds description for the Deed of Easement.

6. Termination by County. This commitment is being made in reliance upon the information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.

7. Brokerage. The County shall pay no fee or commission to any broker or agent in connection with the purchase of the Development Rights, and the Seller hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.

8. Receipt of Opinion of Bond Counsel. It is a condition precedent to the closing of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated the Closing Date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includable in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purposes, which opinion may assume continuous compliance with certain

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covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Certificate and may be otherwise limited in accordance with its terms.

9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 8 hereof), and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

10. Commitment Subject to Approval by Seller of Final Documents. Final Documents for execution, consistent with this commitment, shall be satisfactory to the Seller in form and substance. In the event that the Documents are not acceptable to Seller for any reason (including the failure to execute a Development Rights and Responsibility Agreement) and cannot be made so, or this transaction is not acceptable to the Seller for any reason, Seller, at Seller's option, shall be released from this commitment.

11. Acceptance and Counterparts. To accept this commitment, a copy of this commitment must be signed (and the signature witnessed) by each person with an ownership interest in the property and the copy with original signature of the Seller, delivered to the County no later than May 20, 2010. This commitment may be executed in counterparts, each of which shall be considered an original and all of which shall, together, constitute a single instrument.

12. Commitment Subject to Enactment of Approval Ordinance. Because the Installment Purchase Agreement is a multi-year contract subject to the provisions of Section 612 of the County's charter, the Installment Purchase Agreement must be approved by ordinance ("Approval Ordinance") and the County is not authorized to execute and deliver the Installment Purchase Agreement until the Approval Ordinance is enacted. The Approval Ordinance will be prefiled for introduction to the County Council of Howard County (the "Council") on May 27, 2010, for the Approval Ordinance to be considered by the Council in June. If for any reason the Approval Ordinance is not enacted by October 1, 2010, this commitment shall be null and void and the County and Seller shall have no further obligation hereunder.

13. Assignment Prohibited. This commitment may not be assigned or in any way transferred by the Seller.

14. Entire Agreement. No statements, agreement or representations, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights on the Land, including the Purchase Price, the Deed of Easement, or Installment Purchase Agreement, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to the matters in this commitment are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.

15. Governing Law. The Seller agrees that this commitment and the Documents shall be governed by and construed under the laws of the State of Maryland.

16. Closing Date; Survival. This transaction may be closed after all conditions precedent to closing have been met. Unless the Seller and the County enter into a Development Rights and Responsibilities Agreement concerning the Land and the Seller's property adjacent to the Land, this transaction must be fully closed by February 1, 2011 or this commitment shall be deemed null and void. Unless otherwise agreed to by the County, the closing shall take place in the main office of the County or at the office of Bond Counsel in Baltimore, Maryland, as the County might designate. The terms and conditions of this commitment shall survive the closing; provided, however, that if any of the terms and conditions of this

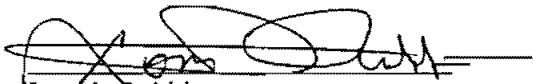
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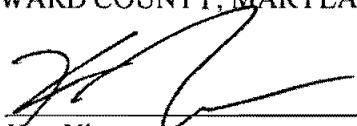
commitment shall conflict with any of the terms and conditions of the Documents, the terms and conditions of the Documents shall prevail. The terms of this commitment shall supersede in full any prior commitment issued by the County in connection with the transaction contemplated hereby.

We are pleased to make this offer to you. Enclosed for your review is an updated score sheet and amortization schedule. Also attached is a sample deed of easement and a sample installment purchase agreement. Please indicate your acceptance of this commitment by signing and returning to us one of the executed originals of this letter no later than May 20, 2010. If not accepted prior to May 21, 2010, the offer set forth in this commitment letter terminates automatically and shall have no further force and effect.

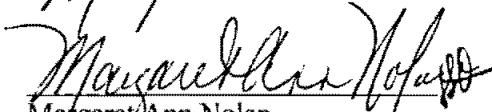
ATTEST:

HOWARD COUNTY, MARYLAND

  
Lonnie Robbins  
Chief Administrative Officer

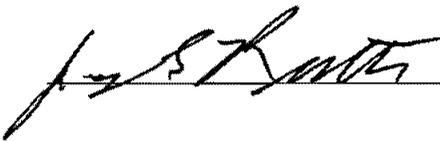
By:   
Ken Ulman  
County Executive

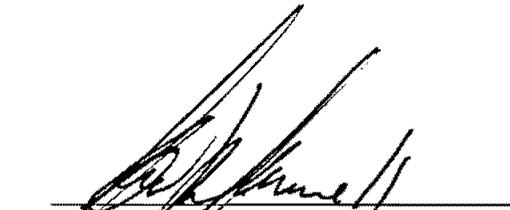
Approved for Form and Legal  
Sufficiency this 20 day of  
May, 2010:

  
Margaret Ann Nolan  
County Solicitor

THE FOREGOING TERMS AND CONDITIONS WITH RESPECT TO THE LAND ARE HEREBY AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

Witness:



  
Camilla Carroll

Witness:



  
Philip Carroll

Exhibit C  
Complaint for Specific Performance

HOWARD COUNTY, MARYLAND \* IN THE  
3430 Courthouse Drive \*  
Ellicott City, Maryland 21043 \* CIRCUIT COURT

Plaintiff \* FOR

v. \* HOWARD COUNTY

CAMILLA CARROLL \*  
3500 Manor Lane \*  
Ellicott City, Maryland 21042 \* Case No.:

SERVE ON: \*  
[name] \*  
[address] \*  
[city, state, zip] \*

and \*

PHILIP D. CARROLL \*  
[address] \*  
[city], New York [zip] \*

SERVE ON: \*  
[name] \*  
[address] \*  
[city, state, zip] \*

Defendants \*

\* \* \* \* \*

**VERIFIED COMPLAINT FOR SPECIFIC PERFORMANCE**

Howard County, Maryland (the "County"), by its attorneys, Margaret Ann Nolan, County Solicitor, and Gary W. Kuc, Senior Assistant County Solicitor, sues Camilla Carroll and Philip D. Carroll (the "Carrolls"), Defendants, for specific performance of their promise to execute and deliver to the County a Deed of Agricultural Land Preservation Easement for 500 acres.

## **PARTIES**

1. Plaintiff Howard County, Maryland is a body corporate and politic of the State of Maryland.
2. Defendant Priscilla Carroll is a resident of Howard County, Maryland.
3. Defendant Philip D. Carroll is a resident of [city / county], New York.
4. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map No. 25, Parcel 71 consisting of 892.6 acres ± (“Doughoregan” or the “Property”).

## **JURISDICTION**

5. This Court has subject matter jurisdiction over this equitable action for specific performance pursuant to § 1-501 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

6. This Court has personal jurisdiction over the Carrolls pursuant to § 6-102 and § 6-103 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

7. Furthermore, the Carrolls have waived any defense based on lack of subject matter jurisdiction or lack of personal jurisdiction, pursuant to § 4 of an Option Agreement between the parties. A true and correct copy of the fully executed Option Agreement is attached hereto and incorporated as Exhibit A.

## **VENUE**

8. Venue is proper in this Court pursuant to § 6-201 and § 6-202 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

9. Furthermore, the Carrolls have waived any defense based on venue pursuant to § 4 of the Option Agreement between the parties.

### FACTS

10. The Howard County Agricultural Land Preservation Act is codified in § 15.500 through § 15.521 of the Howard County Code (the "Act"). A true and correct copy of the Act is attached hereto and incorporated as Exhibit B.

11. The purpose of the Act is to protect the health, safety, and well-being of present and future residents of Howard County by conserving and protecting agricultural land as an environmental resource of major importance and as the basis of a viable sector of the County's economy. § 15.500(c).

12. To effectuate the Act's purpose, the County acquires the development rights on eligible land by purchase of the land, by purchase of the development rights on the land, and by acceptance of dedicated remainders from cluster subdivisions as provided by law. § 15.500(c).

13. The County may acquire an agricultural land preservation easement on land in the County by, among other things, purchasing the development rights on eligible land. § 15.503(a).

14. The parties have a valid and enforceable contract for the purchase by the County of the Carrolls' development rights in 500 acres of Doughoregan. The contract consists of a number of written agreements between the parties.

15. The first agreement is a Commitment Letter dated May 18, 2010. A true and correct copy of the fully executed Commitment Letter is attached hereto and

incorporated as Exhibit C. The Commitment Letter contains the terms and conditions of the County's offer to purchase the Carrolls' development rights in their Agricultural Preservation Parcel, including the purchase price of \$19,100,000.00; an Installment Purchase Agreement concerning payment of the purchase price; and certain agreements and conditions for the land that is to be set forth in the Deed of Agricultural Land Preservation Easement (the "Deed of Easement"). A true and correct copy of the Deed of Easement is attached hereto and incorporated as Exhibit D.

16. On [month date], 2010, the parties entered into an Option Agreement. A true and correct copy of the fully executed Option Agreement is attached hereto and incorporated as Exhibit A. The Option Agreement grants the County the exclusive option to obtain the perpetual Deed of Easement in, over, and through the Agricultural Preservation Parcel described in the Commitment Letter, as amended by the parties' Development Rights and Responsibilities Agreement.

17. Contemporaneous with execution of the Option Agreement, the parties entered into a Development Rights and Responsibilities Agreement (the "DRRA"). A true and correct copy of the fully executed DRRA is attached hereto and incorporated as Exhibit E. The DRRA modifies the Commitment Letter by deleting paragraph 10. That paragraph had granted the Carrolls to right to be released from the Commitment Letter if the final documents for execution were not satisfactory to them in form and substance.

18. On [month day], 2010, the parties entered into the Installment Purchase Agreement. A true and correct copy of the fully executed Installment and Purchase Agreement is attached hereto and incorporated as Exhibit F.

19. All preconditions for the County's right to exercise its Option have occurred. Option Agreement § 1.2.

20. On [month day], 2010, the County exercised its Option by giving written notice to the Carrolls. Option Agreement § 1.2. A true and correct copy of the notice is attached hereto and incorporated as Exhibit G.

21. The exercise of the Option entitled and obligated the County to purchase the Deed of Easement from the Carrolls, and obligated the Carrolls to sell the Deed of Easement to the County. Option Agreement § 1.3.

22. Upon exercise of the Option, the parties were required to set a mutually agreeable date for settlement to occur within ten (10) business days of the exercise of the Option. Option Agreement § 2.1.

23. The Carrolls failed to agree to a settlement date and consummate settlement, despite the County's demand to do so on [month day], 2010. A true and correct copy of the demand is attached hereto and incorporated as Exhibit H.

24. At all relevant times, the County was ready, willing, and able to perform under the terms of the parties' contract and all preconditions for settlement were satisfied.

25. The Carrolls failed to schedule and attend settlement and deliver the Deed of Easement to the County and take the necessary action to satisfactorily perform under the parties' contract.

26. The Carrolls agree that there are no liquidated damages or other types of monetary damages that would be adequate to compensate the County for their failure to

perpetually conserve and protect the 500 acres ± pursuant to the Act as promised. Option Agreement § 4.

27. The Carrolls agree that the County entered into the Commitment Letter, the Option Agreement, and the DRRA because of the Carrolls' promise to conserve and protect the 500 ± acres pursuant to the Act. Option Agreement § 4.

### **COUNT I -- SPECIFIC PERFORMANCE**

28. The Plaintiff adopts by reference the allegations contained in paragraphs 1 through 27 of this Complaint with the same effect as if fully set forth.

29. The County and the Carrolls have a valid and enforceable contract for the purchase by the County of the Carrolls' development rights in 500 ± acres of Doughoregan as set forth in the Deed of Easement.

30. The Carrolls breached the contract by failing to agree to settle and by not consummated settlement.

31. The County was ready, willing, and able to perform under the terms of the contract and all preconditions for settlement were satisfied.

32. The County has no adequate remedy at law.

WHEREFORE, Plaintiff Howard County, Maryland demand judgment that the contract between the parties be specifically enforced, and that the Defendants be ordered to execute and deliver the Deed of Easement to the County, and for such other relief as the Court deems proper.

**VERIFICATION**

I solemnly affirm under the penalties of perjury that the contents of the foregoing Verified Complaint for Specific Performance are true to the best of my knowledge, information, and belief.

HOWARD COUNTY, MARYLAND

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[name]  
Administrator  
Howard County Agricultural Land  
Preservation Program

Respectfully submitted,

HOWARD COUNTY OFFICE OF LAW

Margaret Ann Nolan  
County Solicitor

\_\_\_\_\_  
Gary W. Kuc  
Senior Assistant County Solicitor  
George Howard Building  
3430 Courthouse Drive  
Ellicott City, Maryland 21043  
Counsel for Plaintiff  
410-313-2103  
410-212-3292

Date: \_\_\_\_\_

Exhibit D  
Consent Decree for Specific Performance

HOWARD COUNTY, MARYLAND	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
CAMILLA CARROLL, ET AL.	*	HOWARD COUNTY
Defendants	*	Case No.:
* * * * *	*	* * * * *

**CONSENT DECREE FOR SPECIFIC PERFORMANCE**

Plaintiff, Howard County, Maryland (the “County”) and Defendants, Camilla Carroll and Philip D. Carroll (the “Carrolls”), hereby represent and acknowledge that they agree to enter into this Consent Decree (collectively, the “Parties”).

1. The Carrolls own certain real property in Howard County, Maryland, described on Howard County Tax Map. No. 25, Parcel 71 consisting of 892.6 ± acres (the “Property”). The Carrolls intend to develop a 221.1 acre ± portion of the Property with single family detached residential dwellings. The Howard County Agricultural Land Preservation Act is intended to protect the health, safety, and well-being of present and future residents of Howard County by conserving and protecting agricultural land as an environmental resource of major importance and as the basis of a viable sector of the County’s economy. Howard County Code §§ 15.500 – 15.521 (the “Act”).

2. The Parties entered into a contract for the purchase by the County of the Carrolls’ development rights in 500 ± acres of the Property pursuant to the Act. In exchange, the Carrolls agreed to execute and deliver to the County a Deed of Agricultural Land Preservation Easement regarding these rights (the “Deed of Easement”).

3. Howard County filed a Verified Complaint for Specific Performance against the Carrolls (the "Complaint"). The County alleged that all preconditions for settlement had occurred and the County was ready, willing, and able to perform the contract, and that the Carrolls breached the contract by failing to agree to a settlement date and consummate settlement regarding the Deed of Easement. The County demands judgment that the contract between the Parties be specifically enforced, and that the Carrolls be ordered to execute and deliver to the County the Deed of Easement. Contemporaneously with the Complaint, the County filed a Consent Motion for Entry of Consent Decree for Specific Performance, with a copy of this order attached (the "Consent Motion").

4. Prior to the commencement of this action, the Carrolls consented to the County suing them for specific performance in the event of their breach of the contract, and they knowingly, intelligently, and voluntarily waived all rights, defenses, and claims, from whatever source derived, both procedural and substantive, that they may have to the action, except for service of process and filings in the action. *See* Option Agreement § 4, attached as Exhibit A to the Complaint. The record in this action indicates that the County served the Complaint and Writs of Summonses, as well as the Consent Motion, on the appointed and authorized agent of the Carrolls.

5. The Parties have reached agreement concerning resolution of this action and consent to entry of this Consent Decree for Specific Performance.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

6. That the Consent Motion be and the same is hereby GRANTED;

7. That within ten (10) business days of the entry of this Consent Decree the Carrolls execute and deliver to the County the Deed of Easement;

8. That contemporaneously with the Carrolls' delivery of the Deed of Easement, the County pay the Carrolls in accordance with the terms and conditions of the Parties' contract.

9. That this Consent Decree for Specific Performance shall automatically terminate and this action shall be closed upon the County's recordation of the Deed of Easement in this Land Records of this Court, subject to payment of any open court costs.

IT IS SO DECREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
Judge, Circuit Court for Howard County

**IT IS SO AGREED AND CONSENTED TO:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
CAMILLA CARROLL

**EXHIBIT 8**

**Wastewater Treatment – Plan of Action**

## EXHIBIT 8

### WASTEWATER TREATMENT - PLAN OF ACTION

In order to implement the provisions of Section 3.2.D of this Agreement, the Carrolls will undertake a feasibility study which will analyze the alternatives for treating the wastewater flow from the development proposed for the Doughoregan Manor property.

The Carrolls will retain an environmental engineering consultant who is acceptable to the County and who has expertise and experience in analyzing sewer system flows and preparing engineering reports in conformance with the Howard County Volume II Design Manual, and evaluating wastewater flow and nutrient loading adjustment at the Little Patuxent Water Reclamation Plant in accordance with the laws and regulations of Howard County and Maryland Department of the Environment.

The consultant will draft a scope of work which will be reviewed and approved by the County. The study will include the following minimum components:

- Develop an estimate of wastewater flow for the project, per Volume II design standards, including an estimated nitrogen loading to the public sewer system. The estimate shall also include the projected development timeline.
- Evaluate options for minimizing wastewater flows and/or nutrient production for the project.
- Evaluate the establishment of a fund to be used by the Counties Bureau of Utilities to fund projects that will provide additional nutrient reduction to the Little Patuxent Water Reclamation Plant.
- Assist the County in identifying and obtaining offset nutrient credits to balance the addition of the 325 homes on the Site to the Metropolitan District.
- Prepare and submit both draft and final reports for review and approval by the County.

The goal of the consultant's evaluation is to minimize wastewater flow and nutrient concentration in the wastewater from this project. The alternatives shall address and consider the impact on County residents and the County with respect to odor, transportation of sludge, capital costs, operating costs, public health and environmental impacts.

Upon completion of the study and acceptance by the County, the Carrolls and the County will review the results with the Maryland Department of the Environment. The County shall determine the final wastewater system improvements necessary for the wastewater created by the site to best meet the goal of minimizing wastewater flow and nutrient concentration in wastewater directed to the Little Patuxent Wastewater Reclamation Plant.

**EXHIBIT 9**

**Description of Agricultural Preservation Parcel**

EXHIBIT 9

March 18, 2010

**DESCRIPTION OF A  
500.000 ACRE  
AGRICULTURAL PRESERVATION EASEMENT  
CONSISTING OF  
241.638 ACRE PART ONE  
AND  
258.362 ACRE PART TWO  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND**

BEING a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described therein; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

(PART ONE) BEGINNING FOR THE SAME at a point on or near the intersection of the centerlines of existing paving of Folly Quarter Road with Frederick Road (Maryland Route 144); said point being at the beginning of the Seventeenth or South 82°36'44" East, 189.50 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running within said Frederick

**FISHER,  
COLLINS  
&  
CARTER,  
INC.**

*CIVIL ENGINEERING CONSULTANTS  
and LAND SURVEYORS*

10272 Baltimore National Pike  
Ellicott City, Maryland 21042  
(410) 461-2955  
Fax (410) 760-3784

Road, on or near the centerline of paving, and running with and binding on all of the said Seventeenth line of said Liber 394 at Folio 64 (Parcel 1), and with all of the Eighteenth, Nineteenth and a portion of the First line of said Liber 394 at Folio 64 (Parcel 1), as now surveyed the following four (4) courses and distances:

- 1) South 82°54'28" East, 189.50 feet to a point; thence
- 2) North 17°12'33" West, 32.08 feet to a point; thence
- 3) South 82°35'58" East, 1,394.98 feet to a point; thence
- 4) South 73°02'02" East, 2.22 feet to a point on and being a distance of 3,137.87 feet from the end of the aforesaid First or South 73°02'48" East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1) and also being the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144); thence leaving said First line of Liber 394 at Folio 64 (Parcel 1) and the Northern margin of Frederick Road (Maryland Route 144) to run over, across and through the aforesaid Liber 394, Folio 64 the following thirteen (13) courses and distances:

- 5) South 06°25'26" West, 152.29 feet to a point; thence
- 6) South 04°05'30" West, 282.20 feet to a point of curvature; thence
- 7) 253.27 feet along the arc of a non-tangential curve to the left, having a radius of 1,301.42 feet, a central angle of 11°09'01" and subtended by a chord bearing and distance of South 02°54'01" East, 252.87 feet to a point; thence
- 8) South 07°27'35" East, 191.10 feet to a point; thence
- 9) South 09°24'23" East, 392.33 feet to a point; thence
- 10) South 09°00'09" East, 293.76 feet to a point; thence

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- 11) South 09°47'54" East, 393.83 feet to a point; thence
- 12) South 09°03'17" East, 615.16 feet to a point; thence
- 13) South 09°03'55" East, 291.12 feet to a point; thence
- 14) North 79°49'03" West, 1,832.40 feet to a point; thence
- 15) South 19°08'23" West, 1,237.51 feet to a point; thence
- 16) North 77°07'13" West, 68.06 feet to a point; thence
- 17) South 19°08'11" West, 1,248.08 feet to a point on and at a distance of 279.07 feet from a 1.25 inch diameter Iron Pipe found at the beginning of the Tenth or North 70°15'08" West, 1456.95 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Tenth line of Liber 394 at Folio 64 (Parcel 1), as now surveyed, the following course and distance:
- 18) North 70°10'26" West, 1,177.65 feet to a 1.25 inch diameter Iron Pipe found at the end thereof; thence running with and binding on the Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth and Sixteenth lines of said Liber 394 at Folio 64 (Parcel 1), the following six (6) courses and distances:
- 19) North 78°34'25" West, 791.22 feet to a point; thence
- 20) North 73°34'25" West, 387.55 feet to a point; thence
- 21) South 69°10'35" West, 31.37 feet to a point; thence
- 22) North 51°40'56" East, 568.09 feet to a point; thence
- 23) North 39°59'12" East, 2,458.50 feet to a point; thence
- 24) North 26°28'43" East, 2,376.00 feet to the point of beginning, containing 241.638 acres, more or less.

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&  
CARTER,  
INC.**

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and LAND SURVEYORS*

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Fax (410) 750-3784

**(PART TWO) BEGINNING FOR THE SAME** at a point on the Northern margin of the sixty-six foot Right of Way of Frederick Road (Maryland Route 144), said point being on and a distance of 53.08 feet from the beginning of the First or South 73°02'48" East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on a portion of said First line of Liber 394 at Folio 64 (Parcel 1), and the Northern margin of Frederick Road (Maryland Route 144), the following course and distance:

- 1) South 73°02'02" East, 1,379.85 feet to a point thereon; thence leaving the aforesaid First line of Liber 394 at Folio 64 and the Northern margin of Frederick Road (Maryland Route 144) and running for new lines of division, the following twenty-five (25) courses and distances:
  - 2) South 16°57'58" West, 65.50 feet to a point; thence
  - 3) South 73°02'02" East, 328.95 feet to a point; thence
  - 4) South 19°32'01" East, 18.41 feet to a point; thence
  - 5) South 73°08'00" East, 180.91 feet to a point; thence
  - 6) South 27°46'18" East, 35.58 feet to a point; thence
  - 10) South 17°35'24" West, 225.85 feet to a point of curvature; thence
  - 11) 346.71 feet along the arc of a curve to the left, having a radius of 315.00 feet, a central angle of 63°03'47" and subtended by a chord bearing and distance of South 13°56'30" East, 329.47 feet to a point of reverse curvature; thence
  - 12) 121.72 feet along the arc of a curve to the right, having a radius of 150.00 feet, a central angle of 46°29'32" and subtended by a chord bearing and distance of South 22°13'37" East, 118.40 feet to a point of tangency; thence

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- 10) South  $01^{\circ}01'09''$  West, 232.32 feet to a point of curvature; thence
- 11) 312.10 feet along the arc of a curve to the left, having a radius of 330.00 feet, a central angle of  $54^{\circ}11'16''$  and subtended by a chord bearing and distance of South  $26^{\circ}04'29''$  East, 300.60 feet to a point of tangency; thence
- 12) South  $53^{\circ}10'07''$  East, 259.20 feet to a point of curvature; thence
- 13) 470.43 feet along the arc of a non-tangential curve to the right, having a radius of 595.00 feet, a central angle of  $45^{\circ}18'00''$  and subtended by a chord bearing and distance of South  $30^{\circ}31'07''$  East, 458.27 feet to a point of compound curvature; thence
- 14) 283.12 feet along the arc of a curve to the right, having a radius of 275.00 feet, a central angle of  $58^{\circ}59'14''$  and subtended by a chord bearing and distance of South  $21^{\circ}37'30''$  West, 270.78 feet to a point of reverse curvature; thence
- 15) 219.63 feet along the arc of curve to the left, having a radius of 285.00 feet, a central angle of  $44^{\circ}09'14''$  and subtended by a chord bearing and distance of South  $29^{\circ}02'30''$  West, 214.24 feet to a point of tangency; thence
- 16) South  $06^{\circ}57'53''$  West, 62.64 feet to a point of curvature; thence
- 17) 89.85 feet along the arc of a curve to the left, having a radius of 285.00 feet, a central angle of  $18^{\circ}03'45''$  and subtended by a chord bearing and distance of South  $02^{\circ}03'59''$  East, 89.47 feet to a point of reverse curvature; thence
- 18) 131.70 feet along the arc of a curve to the right, having a radius of 170.00 feet, a central angle of  $44^{\circ}23'10''$  and subtended by a chord bearing and distance of South  $11^{\circ}05'43''$  West, 128.43 feet to a point of reverse curvature; thence

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- 19) 136.14 feet along the arc of a curve to the left, having a radius of 325.00 feet, a central angle of  $24^{\circ}00'04''$  and subtended by a chord bearing and distance of South  $21^{\circ}17'16''$  West, 135.15 feet to a point of tangency; thence
- 20) South  $09^{\circ}17'14''$  West, 113.42 feet to a point of curvature; thence
- 21) 468.79 feet along the arc of a curve to the left, having a radius of 580.00 feet, a central angle of  $46^{\circ}18'34''$  and subtended by a chord bearing and distance of South  $13^{\circ}52'03''$  East, 456.13 feet to a point of tangency; thence
- 22) South  $37^{\circ}01'20''$  East, 903.13 feet to a point; thence
- 23) South  $23^{\circ}09'51''$  East, 507.53 feet to a point; thence
- 24) South  $67^{\circ}04'12''$  West, 462.42 feet to a point; thence
- 25) South  $33^{\circ}51'48''$  West, 651.81 feet to a point; thence
- 26) South  $16^{\circ}43'26''$  West, 858.48 feet to a point on and a distance of 1,764.49 feet from a Granite Stone found and held at the beginning of the Seventh or North  $73^{\circ}14'48''$  West, 4021.13 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on the remaining portion of said Seventh line of Liber 394 at Folio 64 (Parcel 1) and with all of the Eighth and a portion of the Ninth or North  $65^{\circ}30'08''$  West, 2143.94 foot Deed Line of said Liber 394 at Folio 64 (Parcel 1), the following three (3) courses and distances:
- 27) North  $73^{\circ}16'34''$  West, 2,253.96 feet to a point; thence
- 28) North  $14^{\circ}04'34''$  East, 24.75 feet to a point; thence
- 29) North  $65^{\circ}25'29''$  West, 39.81 feet to a point; said point being on and a distance of 2,104.13 feet from a 1.25 inch Iron Pipe found at the end of the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1); said point also being on the easterly

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outline of a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll and Camilla Carroll" and recorded as Plat No. 19928; thence leaving the aforesaid Ninth line of Liber 394 at Folio 64 (Parcel 1) and running with and binding on part of said easterly outline of Plat No. 19928, the following course and distance:

- 30) North 14°13'15" East, 1,478.90 feet to a point thereon; thence leaving the aforesaid easterly outline of Plat No. 19928 and running over, across and through the aforesaid Liber 394, Folio 64 (Parcel 1) the following twenty-two (22) courses and distances:
  - 31) South 85°27'17" East, 421.22 feet to a point; thence
  - 32) South 64°29'11" East, 192.86 feet to a point; thence
  - 33) South 47°22'36" East, 333.45 feet to a point; thence
  - 34) South 27°46'03" East, 102.62 feet to a point; thence
  - 35) South 73°56'56" East, 224.55 feet to a point; thence
  - 36) South 82°25'01" East, 149.17 feet to a point; thence
  - 37) North 12°14'25" East, 389.04 feet to a point; thence
  - 38) North 23°29'52" West, 478.60 feet to a point; thence
  - 39) North 16°15'45" West, 750.96 feet to a point; thence
  - 40) North 81°30'55" West, 730.33 feet to a point; thence
  - 41) North 00°27'40" East, 207.41 feet to a point; thence
  - 42) North 00°40'30" West, 76.57 feet to a point; thence
  - 43) North 06°06'01" West, 117.35 feet to a point; thence
  - 44) North 09°05'56" West, 310.97 feet to a point; thence

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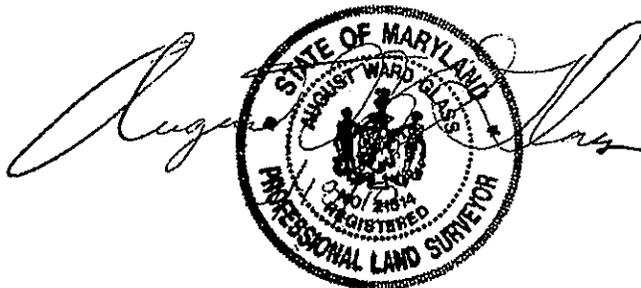
- 45) North 09°03'18" West, 615.62 feet to a point; thence
- 46) North 09°47'54" West, 393.78 feet to a point; thence
- 47) North 09°00'07" West, 293.32 feet to a point; thence
- 48) North 09°24'23" West, 391.82 feet to a point; thence
- 49) North 07°27'35" West, 190.70 feet to a point of curvature; thence
- 50) 243.37 feet along the arc of a curve to the right, having a radius of 1,251.42 feet, a central angle of 11°08'33" and subtended by a chord bearing and distance of North 02°55'27" West, 242.98 feet to a point of tangency; thence
- 51) North 04°05'30" East, 280.56 feet to a point; thence
- 52) North 06°25'26" East, 141.96 feet to the point of beginning; containing 258.362 acres, more or less.

**SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, which may apply.

This description was prepared without the benefit of a Title Report.

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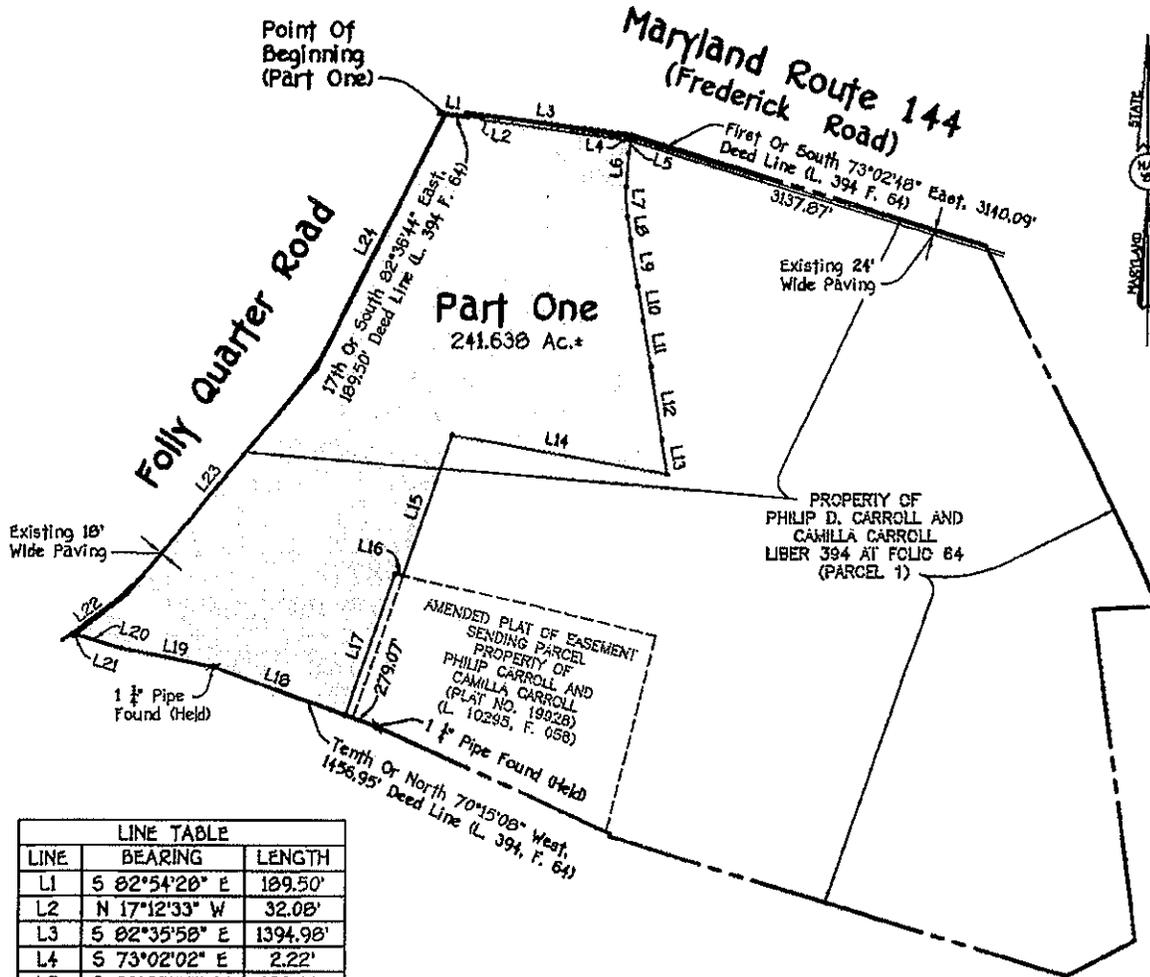
Prepared By DBS

Checked By AY

WO #05022-3002

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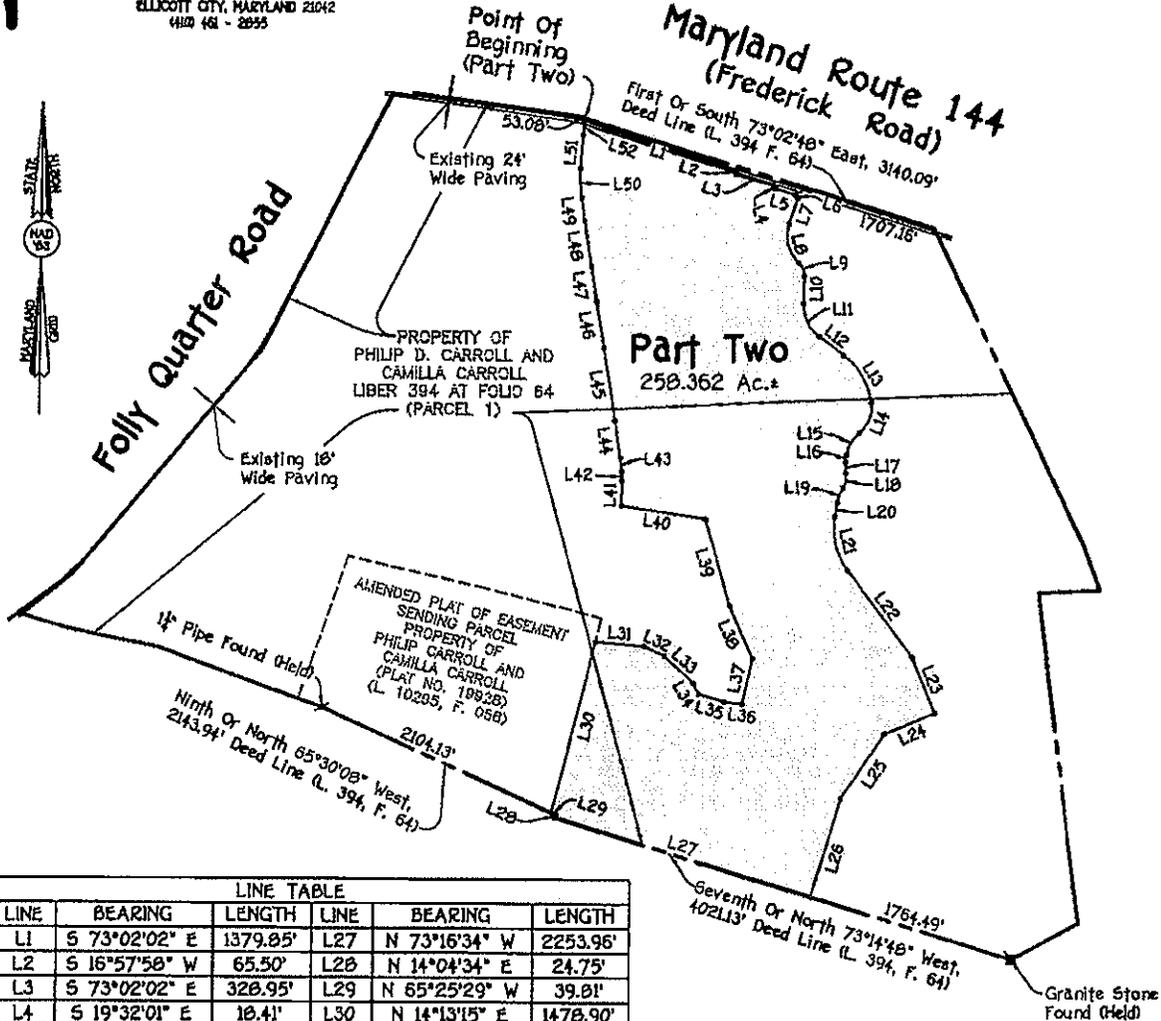
LINE TABLE		
LINE	BEARING	LENGTH
L1	S 02°54'20" E	109.50'
L2	N 17°12'33" W	32.08'
L3	S 02°35'50" E	1394.90'
L4	S 73°02'02" E	2.22'
L5	S 06°25'26" W	152.29'
L6	S 04°05'30" W	202.20'
L7	R=1301.42' L=253.27'	
L8	S 07°27'35" E	191.10'
L9	S 09°24'23" E	392.33'
L10	S 09°00'09" E	293.76'
L11	S 09°47'54" E	393.03'
L12	S 09°03'17" E	615.16'
L13	S 09°03'55" E	291.12'
L14	N 79°49'03" W	1032.40'
L15	S 19°08'23" W	1237.51'
L16	N 77°07'13" W	60.06'
L17	S 19°00'11" W	1240.00'
L18	N 70°10'26" W	1177.65'
L19	N 70°34'25" W	791.22'
L20	N 73°34'25" W	307.55'
L21	S 69°10'35" W	31.37'
L22	N 51°40'56" E	560.09'
L23	N 39°59'12" E	2450.50'
L24	N 26°20'43" E	2376.00'

**Exhibit To Accompany  
 A Description Of A 500.000 Acre  
 Agricultural Preservation Easement  
 (Part One Of Two)**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 10, 2010  
 Sheet 1 Of 2

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CENTENNIAL SQUARE OFFICE PARK - 10272 BALTIMORE NATIONAL PIKE  
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 4100 481 - 2855



LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 73°02'02" E	1379.85'	L27	N 73°16'34" W	2253.96'
L2	S 16°57'58" W	65.50'	L28	N 14°04'34" E	24.75'
L3	S 73°02'02" E	328.95'	L29	N 65°25'29" W	39.81'
L4	S 19°32'01" E	18.41'	L30	N 14°13'15" E	1478.90'
L5	S 73°08'00" E	180.91'	L31	S 05°27'17" E	421.22'
L6	S 27°46'18" E	35.58'	L32	S 64°29'11" E	192.06'
L7	S 17°35'24" W	225.85'	L33	S 47°22'36" E	333.45'
L8	R=315.00'	L=346.71'	L34	S 27°46'03" E	102.62'
L9	R=150.00'	L=121.72'	L35	S 73°56'56" E	224.55'
L10	S 01°01'09" W	232.32'	L36	S 82°25'01" E	149.17'
L11	R=330.00'	L=312.10'	L37	N 12°14'25" E	389.04'
L12	S 53°10'07" E	259.20'	L38	N 23°29'52" W	478.60'
L13	R=595.00'	L=470.43'	L39	N 16°15'45" W	750.96'
L14	R=275.00'	L=283.12'	L40	N 81°30'55" W	730.33'
L15	R=285.00'	L=219.63'	L41	N 00°27'40" E	207.41'
L16	S 06°57'53" W	62.64'	L42	N 00°40'30" W	76.57'
L17	R=285.00'	L=89.85'	L43	N 06°06'01" W	117.35'
L18	R=170.00'	L=131.70'	L44	N 09°05'56" W	310.97'
L19	R=325.00'	L=136.14'	L45	N 09°03'18" W	615.62'
L20	S 09°17'14" W	113.42'	L46	N 09°47'54" W	393.78'
L21	R=580.00'	L=468.79'	L47	N 09°00'07" W	293.32'
L22	S 37°01'20" E	903.13'	L48	N 09°24'23" W	391.82'
L23	S 23°09'51" E	507.53'	L49	N 07°27'35" W	190.70'
L24	S 67°04'12" W	462.42'	L50	R=125L42'	L=243.37'
L25	S 33°51'48" W	651.81'	L51	N 04°05'30" E	280.56'
L26	S 16°43'26" W	858.48'	L52	N 06°25'26" E	141.96'

**Exhibit To Accompany  
 A Description Of A 500.000 Acre  
 Agricultural Preservation Easement  
 (Part Two Of Two))**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010  
 Sheet 2 Of 2

**Exhibit 10**

**Description of Core**

March 18, 2010

**DESCRIPTION OF A  
94.558 ACRE PARCEL  
PART OF THE PROPERTY OF  
PHILIP D. CARROLL AND  
CAMILLA CARROLL  
SECOND AND THIRD ELECTION DISTRICTS  
HOWARD COUNTY, MARYLAND**

**BEING** a parcel of land, situate and lying in the Second and Third Election Districts of Howard County, Maryland, said parcel of land being part of the land which by Will of Nina R. Carroll dated June 4, 1979, as amended by its First Codicil dated November 28, 1986 and its Second Codicil dated April 10, 1987; Nina R. Carroll having departed this life on February 11, 1989; said Will having been probated in the Surrogates Court of New York County, New York on April 11, 1989, and the Estate of Nina R. Carroll is filed in the Register of Wills of Howard County, Maryland as Estate No. 17-7868-276, said property also being described in a Mortgage dated October 31, 1962 and recorded among the Land Records of Howard County, Maryland in Liber 394 at Folio 64, and being part of Parcel 1 described in the aforesaid Liber 394 at Folio 64; said parcel being more particularly described, as now surveyed in the Maryland State Coordinate System NAD' 83 Datum, as projected by Howard County Geodetic Control, as follows:

**BEGINNING FOR THE SAME** at a point on the Northern margin of the sixty-six foot wide Right of Way of Frederick Road (Maryland Route 144), formerly known as the Baltimore to Frederick Turnpike Road, said point being on and a distance of 2.22 feet from the beginning of the First or South 73°02'48" East, 3140.09 foot Deed Line of the aforesaid Liber 394 at Folio 64 (Parcel 1); thence running with and binding on a portion of said First line of Liber 394 at

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Folio 64 (Parcel 1) and the aforesaid Northern margin of Frederick Road (Maryland Route 144) the following course and distance:

- 1) South  $73^{\circ}02'02''$  East, 50.86 feet to a point thereon, said point being a distance of 3,087.01 feet from the end thereof; thence leaving the aforesaid First line of Liber 394 at Folio 64 (Parcel 1) and the aforesaid Northern margin of Frederick Road (Maryland Route 144) and running over, across and through the aforesaid Liber 394, Folio 64 the following twenty-two (22) courses and distances:
- 2) South  $06^{\circ}25'26''$  West, 141.96 feet to a point; thence
- 3) South  $04^{\circ}05'30''$  West, 280.56 feet to a point of curvature; thence
- 4) 243.37 feet along the arc of a curve to the left, having a radius of 1,251.42 feet, a central angle of  $11^{\circ}08'33''$  and subtended by a chord bearing and distance of South  $02^{\circ}55'27''$  East, 242.98 feet to a point of tangency; thence
- 5) South  $07^{\circ}27'35''$  East, 190.70 feet to a point; thence
- 6) South  $09^{\circ}24'23''$  East, 391.82 feet to a point; thence
- 7) South  $09^{\circ}00'07''$  East, 293.32 feet to a point; thence
- 8) South  $09^{\circ}47'54''$  East, 393.78 feet to a point; thence
- 9) South  $09^{\circ}03'18''$  East, 615.62 feet to a point; thence
- 10) South  $09^{\circ}05'56''$  East, 310.97 feet to a point; thence
- 11) South  $06^{\circ}06'01''$  East, 117.35 feet to a point; thence
- 12) South  $00^{\circ}40'30''$  East, 76.57 feet to a point; thence
- 13) South  $00^{\circ}27'40''$  West, 207.41 feet to a point; thence
- 14) South  $81^{\circ}30'55''$  East, 730.33 feet to a point; thence
- 15) South  $16^{\circ}15'45''$  East, 750.96 feet to a point; thence

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- 16) South 23°29'52" East, 478.60 feet to a point; thence
- 17) South 12°14'25" West, 389.04 feet to a point; thence
- 18) North 82°25'01" West, 149.17 feet to a point; thence
- 19) North 73°56'56" West, 224.55 feet to a point; thence
- 20) North 27°46'03" West, 102.62 feet to a point; thence
- 21) North 47°22'36" West, 333.45 feet to a point; thence
- 22) North 64°29'11" West, 192.86 feet to a point; thence
- 23) North 85°27'17" West, 421.22 feet to a point on the easterly outline of a plat entitled "Amended Plat Of Easement, Sending Parcel, Property Of Philip Carroll and Camilla Carroll" and recorded among the Land Records of Howard County, Maryland as Plat No. 19928; thence running with and binding on the easterly and northerly outlines of said plat, the following three (3) courses and distances:
  - 24) North 14°13'15" East, 205.25 feet to a point; thence
  - 25) North 76°10'22" West, 1,044.43 feet to a point; thence
  - 26) North 77°07'13" West, 1,128.53 feet to a point at the northwesterly corner of the aforesaid Plat No. 19928; thence leaving the outline of said Plat No. 19928 and continuing to run over, across and through the aforesaid Liber 394, Folio 64, the following eleven (11) courses and distances:
    - 27) North 19°08'23" East, 1,237.51 feet to a point; thence
    - 28) South 79°49'03" East, 1,832.40 feet to a point; thence
    - 29) North 09°03'55" West, 291.12 feet to a point; thence
    - 30) North 09°03'18" West, 615.16 feet to a point; thence
    - 31) North 09°47'53" West, 393.83 feet to a point; thence

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fax (410) 750-3784

- 32) North 09°00'09" West, 293.76 feet to a point; thence
- 33) North 09°24'23" West, 392.33 feet to a point; thence
- 34) North 07°27'35" West, 191.10 feet to a point of curvature; thence
- 35) 253.27 feet along the arc of a curve to the right, having a radius of 1,301.42 feet, a central angle of 11°09'01" and subtended by a chord bearing and distance of North 02°54'01" West, 252.87 feet to a point of tangency; thence
- 36) North 04°05'30" East, 282.20 feet to a point; thence
- 37) North 06°25'26" East, 152.29 feet to the point of beginning; containing 94.558 acres of land, more or less.

**SUBJECT TO AND TOGETHER WITH** any and all terms and conditions that might exist to the rights, use and maintenance of Folly Quarter Road and Frederick Road, Maryland Route 144, to Howard County, Maryland and the Maryland State Highway Administration.

**SUBJECT TO AND TOGETHER WITH** all conditions, covenants, easements, restrictions and rights-of-way of record, or proposed, which may apply.

This description was prepared without the benefit of a Title Report.



Prepared By DBS  
Checked By JAK

WO #05022-3002

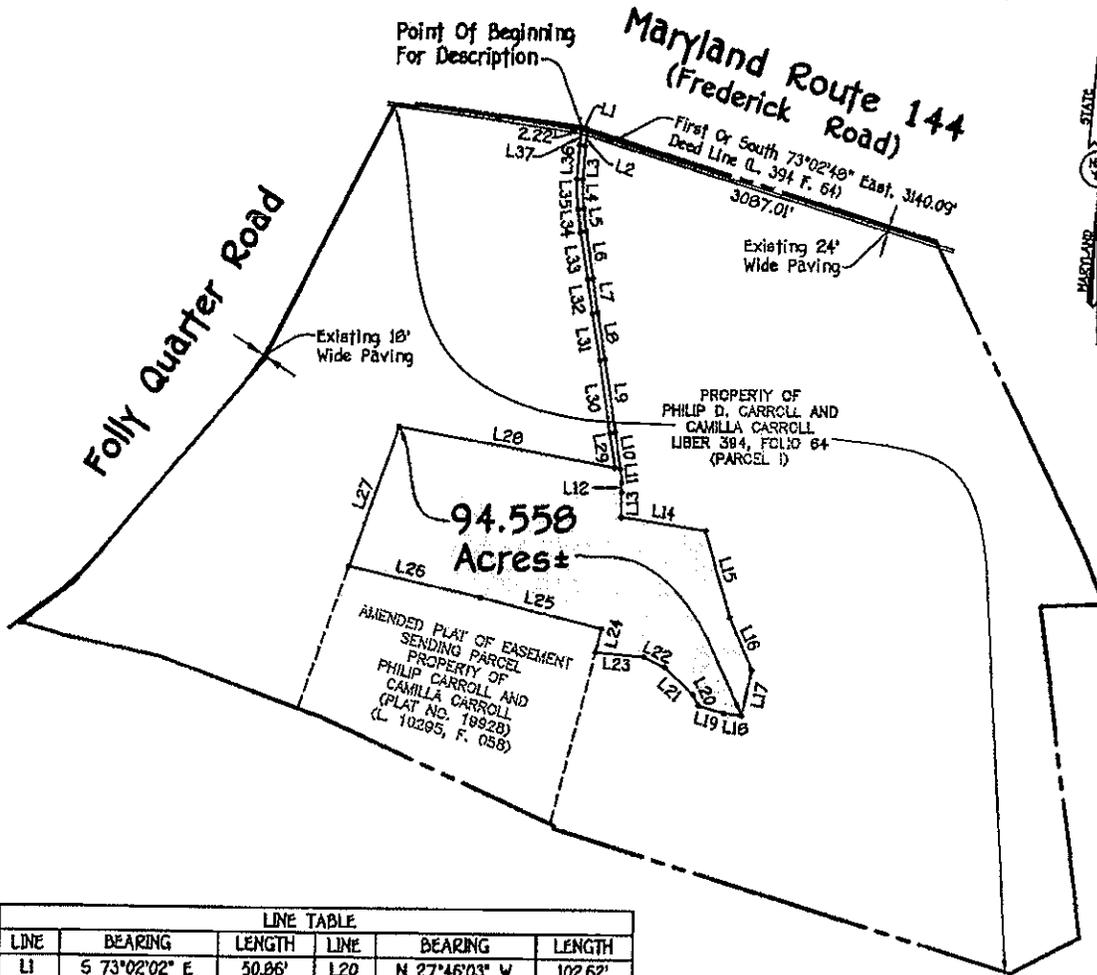
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 4100 461 - 2895



LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 73°02'02" E	50.86'	L20	N 27°46'03" W	102.62'
L2	S 06°25'26" W	141.96'	L21	N 47°22'36" W	333.45'
L3	S 04°05'30" W	280.56'	L22	N 64°29'11" W	192.86'
L4	R=125L42'	L=243.37'	L23	N 05°27'17" W	421.22'
L5	S 07°27'35" E	190.70'	L24	N 14°13'15" E	205.25'
L6	S 09°24'23" E	391.82'	L25	N 76°10'22" W	1044.43'
L7	S 09°00'07" E	293.32'	L26	N 77°07'13" W	1129.53'
L8	S 09°47'54" E	393.70'	L27	N 19°00'23" E	1237.51'
L9	S 09°03'18" E	615.62'	L28	S 79°49'03" E	1832.40'
L10	S 09°05'56" E	310.97'	L29	N 09°03'55" W	291.12'
L11	S 06°08'01" E	117.35'	L30	N 09°03'18" W	615.16'
L12	S 00°40'30" E	76.57'	L31	N 09°47'53" W	393.83'
L13	S 00°27'40" W	207.41'	L32	N 09°00'09" W	293.76'
L14	S 81°30'55" E	730.33'	L33	N 09°24'23" W	392.33'
L15	S 16°15'45" E	750.96'	L34	N 07°27'35" W	191.10'
L16	S 23°29'52" E	478.60'	L35	R=130L42'	L=253.27'
L17	S 12°14'25" W	389.04'	L36	N 04°05'30" E	282.20'
L18	N 82°25'01" W	149.17'	L37	N 06°25'26" E	152.29'
L19	N 73°56'56" W	224.55'			

**Exhibit To Accompany  
 Description Of A  
 94.558± Acre Parcel**

Part Of The Property Of  
 Philip D. Carroll And Camilla Carroll  
 Liber 394 At Folio 64  
 Tax Map 23, Grid 10, Part Of Parcel 71  
 2nd And 3rd Election Districts  
 Howard County, Maryland  
 Scale: 1"=1,500' Date: March 18, 2010