County Council of Howard County, Maryland

2024 Legislative Session Legislative Day No. 4

Resolution No. 41 -2024

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

Short Title: Easement Termination – Ilchester Road – 0.1595 Acres

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

Introduced and read first time, 2024.	
	By order Michelle Harrod, Administrator
Read for a second time at a public hearing on	, 2024.
	By order Michelle Harrod, Administrator
This Resolution was read the third time and was Adopted, Adopted	with amendments, Failed, Withdrawn, by the County Council
on, 2024.	
	Certified By

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; <u>Underlining</u> indicates material added by amendment

1	WHEREAS, Baltimore Gas and Electric Company ("BGE") is the fee simple owner of
2	that certain real property shown on Tax Map 31 as Parcel No. 557 (the "Property"); and
3	
4	WHEREAS, as part of plan for redevelopment, F-20-021, the County acquired
5	easements for public tree maintenance (the "Public Tree Maintenance Easements") on the
6	Property by Deed of Easement dated October 26, 2020, and recorded among the Land Records of
7	Howard County, Maryland in Book 20511, Page 306, on April 26, 2021; and
8	
9	WHEREAS, BGE intends to abandon portions of plan F-20-021 and has requested that
10	the County release the Public Tree Maintenance Easements containing approximately 0.1595
11	acres, as described and shown on the attached Exhibit 1, as "Public Tree Maintenance Easement
12	"A"", "Public Tree Maintenance Easement "B"", and "Public Tree Maintenance Easement "C""
13	on sheets 2 and 3 on the plat titled "Baltimore Gas and Electric Co. (BGE), BGE Howard
14	Service Center"; and
15	
16	WHEREAS, the County reviewed the easement termination petition submitted by BGE
17	and determined that the Public Tree Maintenance Easements are no longer required for public
18	purposes; and
19	
20	WHEREAS, Section 4.201 "Disposition of real property" of the Howard County Code
21	authorizes the County Council to declare that property is no longer needed for public purposes and
22	also authorizes the County Council to waive advertising and bidding requirements for an individual
23	conveyance of real property upon the request of the County Executive; and
24	
25	WHEREAS, the County Council has received a request from the County Executive to
26	waive the advertising and bidding requirements in this instance for the conveyance of Public Tree
27	Maintenance Easements to BGE.
28	
29	NOW, THEREFORE, BE IT RESOLVED by the County Council of Howard County,
30	Maryland, this day of, 2024, that the Public Tree Maintenance
31	Easements, a portion of the Property containing 0.1595 acres, as described and shown on the

1 attached Exhibit 1, as "Public Tree Maintenance Easement "A"", "Public Tree Maintenance

2 Easement "B"", and "Public Tree Maintenance Easement "C"" on sheets 2 and 3 on the plat titled

"Baltimore Gas and Electric Co. (BGE), BGE Howard Service Center" are no longer needed by

the County for public purposes and may be conveyed to Baltimore Gas and Electric Company.

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

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

TRANSFER TO GOVERNMENT
Exempt from Recordation Tax and Transfer Tax under
<u>Annotated Code of Maryland</u>, Tax Property Article,
Sections 12-108 (a) and 13-207(a), respectively, and
exempt from Recording Fees under <u>Annotated Code of Maryland</u>,
Real Property Article, Section 3-603

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

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

DEED OF EASEMENT

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

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

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

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

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

(a) an easement for planting and maintaining trees for the benefit of the public shown by metes and bounds on the Plat and designated thereon as Public Tree Maintenance Easement "A", Public Tree Maintenance Easement "C" (collectively, the "Public Tree Maintenance Easement Areas"), and

(b) an easement for the construction, maintenance and use of bublicawale and a sewer connection facilities shown by metes and bounds on the Platane a designated thereon as Proposed 20' Water & Utility Easement "A" and Public .

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designated thereon as Proposed 20' Water & Utility Easement "A" and Public howard CC13-LP

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

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

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

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

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

GRANTOR represents and warrants, as of the date of this Deed of Easement that (I) it is the sole owner and lawfully seized of a fee simple estate in the Property, (II) Grantor and its signatory, are duly authorized and have the power and right to grant the Easement in, on, over, across and through the Property, and (III) that there exist no liens, security interests or other encumbrances on or with respect to the Property except as set forth on Exhibit A. Grantor further covenants that it has not done or suffered to be done any act, March 23, 2020 JSR 3

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

All references herein to Grantor shall be deemed plural if more than one person has an interest in the Property. Any pronoun reference herein shall be deemed to apply to the appropriate gender or person, as the case may be. The term Grantor shall mean Grantor and Grantor's heirs, personal representatives, successors and assigns.

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

[Signatures follow on the next page.]

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

WITNESS/ATTEST:

GRANTOR:

BALTIMORE GAS AND ELECTRIC

COMPANY

a Maryland corporation

uty/lde

By: lizabeth Joconnor Name: Elizabeth Joconnor Title: VP of Support Services

GRANTOR:

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

before me, the subscriber, a Notary Public of the State of Maryland, in and for Range Gounty/City, personally appeared of Baltimore Gas and Electric Company, a Maryland corporation, (the "Corporation"), and that he/she, as such officer being authorized so to do, executed the within Deed of Easement for the purposes therein contained by signing the name of the Corporation as such officer.

AS WITNESS my Hand and Notarial Seal.

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

My Commission Expires: 3/4/2020

Notary Public

[Signatures continue on the following page.]

PAYMENT OF TAXES NOT NECESSARY

DIRECTOR OF FINANCE OF HOWARD COUNTY

OFFICE OF THE SECRETARY OF STATE

NOTICE

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

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

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

John C. Wobensmith Secretary of State



ACCEPTED by the Grantee on this 447 day of January, 202.

ATTEST: HOWARD COUNTY, MARYLAND

BOOK: 20511 PAGE: 311

Lornie R. Robbins
Chief Administrative Office AN - 4 2021

APPRQVED:

Thomas J. Meunier, Director Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Rafiu O Ighile, Director Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

this 10th day of December, 20 20.

Gary W. Kuc County Solicitor

Reviewing Attorney:

Norman Parker

Sr. Assistant County Solicitor

[Notary follows on the next page.]

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

AS WITNESS my Hand and Notarial Seal.

My Commission Expires:

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

Melanie A. Bishop, Chief Real Estate Services Division

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

EXHIBIT A

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

EXHIBIT B

Terms, Conditions, Limitations and Reservations

Governing Property of the Baltimore Gas and Electric Company ("BGE")

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

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

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

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

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

DEPARTMENT

DIRECTOR

PLANNING AND ZONING.

HOWARD COUNTY HEALTH OFFICER H,O

APPROVED: HOWARD COUNTY DEPARTMENT OF

3-29-21 CHIEF, DEVELOPMENT ENGINEERING DIVISION DATE

4/7/2

DATE

GENERAL NOTES (CONTINUED) GENERAL NOTES (CONTINUED):

23. THIS PROPERTY IS SUBJECT TO A MAINTENANCE AGREEMENT DATED MARCH 20, 1992 AND RECORDED IN LIBER MDR 2526, POLIO 640, AND A DEED OF EASEMENT 1991, POLICY OF THE PROPERTY OF THE Total: 04/21/2021 ACRES 279.83 667.18 30' B.R.L. * ENVIRONMENTAL SETBACK - CENTERLINE OF EXISTING 10 EASEMENT LIBER 422, FOLIO 14 (SEE SHEET 3 FOR LINE CHART) LOT 1: CENTERLINE OF EXISTING 20' SEWER EASEMENT LIBER 583, FOLIO 381 (SEE SHEET 3 FOR LINE CHART) 39.1710 ACRES± 20' B.R.L. 348.02' S 50°41'42" W 1,111.40 LEGEND **WAR PLAT NO. 25712** STREAM BUFFER WETLANDS BUFFER RECORDED BALTIMORE GAS AND ELECTRIC CO. (BGE) APR 2 1 2021 GRAPHIC SCALE AREA TABULATION CHART TOTAL NUMBER OF BUILDABLE LOTS TO BE RECORDED TOTAL NUMBER OF LOTS/PARCELS TO BE RECORDED -1 LOT 1 LOT

TOTAL AREA OF BUILDABLE LOTS TO BE RECORDED TOTAL AREA OF LOTS/PARCELS TO BE RECORDED TOTAL AREA OF ROADWAY TO BE RECORDED TOTAL AREA TO BE RECORDED TOTAL AREA TO BE RECORDED 39.1710 AC.± 0.7137 AC.± 39.8847 AC.± APPROVED: FOR PUBLIC WATER AND PUBLIC SEWER SYSTEMS HOWARD COUNTY HEALTH

OWNERS CERTIFICATE:

WE, BALTIMORE GAS AND ELECTRIC COMPANY (BGE), OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT AND IN CONSIDERATION OF THE APPROVAL OF THIS PLAT BY THE DEPARTMENT OF PLANNING AND ZONING, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES. ALL EASEMENTS OR RIGHTS OF WAY AFFECTING THIS PROPERTY ARE INCLUDED IN THIS PLAN OF SUBDIVISION. THE REQUIREMENTS OF SECTION 3-108 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, AS IT RELATED TO THE MAKING OF THIS PLAT AND THE SETTING OF MARKERS HAS BEEN COMPLIED WITH.
WITNESS OUR HANDS THIS 147 DAY OF 186. 2020.

39 1710 AC +

GREGORY J. KAPFL ENVIRONMENTAL MANAGEMENT UNIT BALTIMORE GAS AND ELECTRIC COMPANY

(IN FEET)

63

88 88 88

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF; THAT IT IS A SUBDIVISION OF ALL THE REMAINING LANDS CONVEYED BY HARRY S. MORFOOT & DAISY MORFOOT BY DEED DATED MARCH 19, 1932 AND RECORDED AMONG THE LAND RECORDS OF HOWARD COUNTY IN LIBER 143, FOLIO 175 AND BY EMILY S. MACKLIN & CHARLES F. MACKLIN BY DEED DATED MAY 17, 1932 AND RECORDED IN LIBER 143, FOLIO 440 AND BY WILLIAM J. RIDER & 8, LIDA V. RIDER, ET ALBY DEED DATED JANUARY 19, 1933 AND RECORDED IN LIBER 145, FOLIO 282, AND BY RASSIE RIDER BY DEED DATED MARCH 14, 1933 AND RECORDED IN LIBER 145, FOLIO 282, AND THAT ALL MONUMENTS ARE IN PLACE OR WILL BE IN PLACE PRIOR TO THE ACCEPTANCE OF THE STREETS IN THE SUBDIVISION BY HOWARD COUNTY AS SHOWN, IN ACCORDANCE WITH THE ANNOTATED CODE OF MARYLAND, AS AMENDED, AND THAT I WAS IN RESPONSIBLE CHARGE OVER THE PREPARATION OF THIS DRAWING AND THE SURVEY WORK REFLECTED IN IT, AND IS IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR REGULATION 09,13.06.12:

KEITH A. HEINDEL Professional Land Surveyor No. 21189 License Expiration: December 31, 2021

4.15.21

TAX MAP 31, GRID 15, PARCEL 557

1ST ELECTION DISTRICT - HOWARD COUNTY, MARYLAND ZONED: R-20

SCALE: 1"=100" DATE: 8/28/19 DRAWN BY: WFB REVISED: 3/24/20

IANOVER LAND SERVICES, INC.

SHEET 1 OF 3

neering land + designing the future



GENERAL NOTES:

Hanover Office: 585 McAllister Street Hanover, PA 17331 Ph: (717) 637-5674 Fax: (717) 633-198 Westminster Office: 194 East Main Street Westminster, MD 21157 Ph: (410) 751—8795 RECORDED AS PLAT NO. ON AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND.

SITE

HOWARD COUNTY, MARTIAND ACC MAP 28, GRD DS
THE SUBJECT PROPERTY IS ZONED R-20 PER THE 10/06/2013 COMPREHENSIVE
ZONING PLAN.
COORDINATES BASED ON NAU 93/2011 MARTIAND COORDINATE STSTEM AS
PROJECTED BY HOWARD COUNTY GEODETIC CONTROL STATIONS NO. 31EA AND NO.
31EB.

PROJECTED BY HOWARD COUNTY GEODETIC CONTROL STATIONS NO. 31EA AND NO. 31EA

STATION NO. 31EA N 569, 641.138 E 1,734,816.088

STATION NO. 31EA N 569, 641.138 E 1,734,816.088

THIS PLAT AT 508.00 PM 569, 709,995 E 1,735,873,853

STATION NO. 31EA N 569, 641.138 E 1,734,816.088

AUGUST AT 508.00 PM 569, 641.38 E 1,734,816.088

DENOTES CONCRETE STRICTION LIBE

BR.L DENOTES BUILDING RESTRICTION LIBE

DENOTES CONCRETE MONUMENT FOUND

DENOTES CONCRETE MONUMENT FOUND

ALL LOT/PACEL AREAS AC AP SET FOUND

ALL LOT/PACEL AREAS ACE MOSE OF RESTRICTION LIBE

ALL LOT/PACEL AREAS ACE MOSE OF RESTRICTION LIBE

NO HISTORIC STRUCTURES EXIST ON THE SUBSTICT ON THE SITE

NO HISTORIC STRUCTURES EXIST ON THE SUBJECT PROPERTY.

WATER AND SEVEN SERVICE OT THIS PARCE WILL BE GRAVITED UNDER THE

PROPERTY OF THE BUILDING PROPERTY OF THE SUBJECT OF

STRUCTURES SHALL BE PERMITTED WITHIN THE LIMITS OF WEILANDS, STREAMS, OR THERR REQUIRED BUFFERS, FLOOPLAIN AND FOREST CONSERVATION EASEMENT AREAS.

ROAD DEDICATION - LAND DEDICATED TO HOWARD COUNTY, MARYLAND FOR PROVIDED THE STREAMS OF THE STREAM

WITHOUT AS DEFINED IN THE DEED OF FOREST CONSERVATION EASEMENT ARE ALLOWED.

LANDSCAPING FOR LOT 1 IS PROVIDED IN ACCORDANCE WITH A CERTIFIED LANDSCAPE PLAN INCLUDED WITH THE ROAD CONSTRUCTION PLAN SET, IN ACCORDANCE WITH SECTION 16.124 OF THE HOWARD COUNTY CODE AND THE ACCORDANCE WITH SECTION 16.124 OF THE HOWARD COUNTY CODE AND THE DESIGN MANUALS. PRIOR TO SIGNATURE APPROVAL OF THE FINAL PLAT THE DESIGN MANUALS. PRIOR TO SIGNATURE APPROVAL OF THE FINAL PLAT THE DEVELOPER WILL BE REQUIRED TO EXECUTE THE DECLARATION OF COVENNY FOR THE CONSTRUCTION AND MAINTENANCE OF THE STORM WATER MANAGEMENT PLAT SIBLED TO PRIOR DEPARTMENT OF PLANING AND ZONING FILES. SEE BA-18-011 C&V, ECP18-038, BA-09-38C, SDP-91-111, BA-91-03E, BA-570-C, BA-180C, BA-183-C, SDP-91-90-58, WP-19-120, WP-20-023.

A TRAFTIC STUDY WAS PREPARED BY THE TRAFTIC GROUP, DATED 03/26/2018 ALL ALL STAFTIC STUDY WAS PREPARED BY THE TRAFTIC GROUP, DATED 03/26/2018 ALL SDA CASES NO. 18-011C &V, DATED ESBRAYAY 26, 2019, GRANITED A REDUCTION FROM A 50 FOOT SETBACK TO 20 FEET FOR AN 8 FOOT HIGH SECURITY FENCE AND TO INCREASE THE 15 FOOT ACCESSIORY STRUCTURE MIXMUM HEIGHT LIMITATION FOR TWO ACCESSIORY PARKING STRUCTURES.

THE PURPOSE OF THIS PLAT IS TO SURDIVIDE

AND DEDICATE TO HOWARD COUNTY, MARYLAND, THE PARCEL FOR ROAD WIDENING ALONG ILCHESTER ROAD.

VICINITY MAP (SCALE: 1"=2000")

SUBDIVISION PLAT

BALTIMORE GAS AND ELECTRIC CO. (BGE) **BGE HOWARD SERVICE CENTER**

5130 ILCHESTER ROAD

JOB NO: W1559-19

MSA CHISS-6339.

P241432

4470

OWNER / DEVELOPER:

BGE HOWARD SERVICE CENTER 5130 ILCHESTER ROAD

ELLICOTT CITY, MD 21043

PHONE (410) 470-5032

DEED REFERENCES. LIBER 143, FOLIO 175

LIBER 143, FOLIO 440

12/10/20

DATE

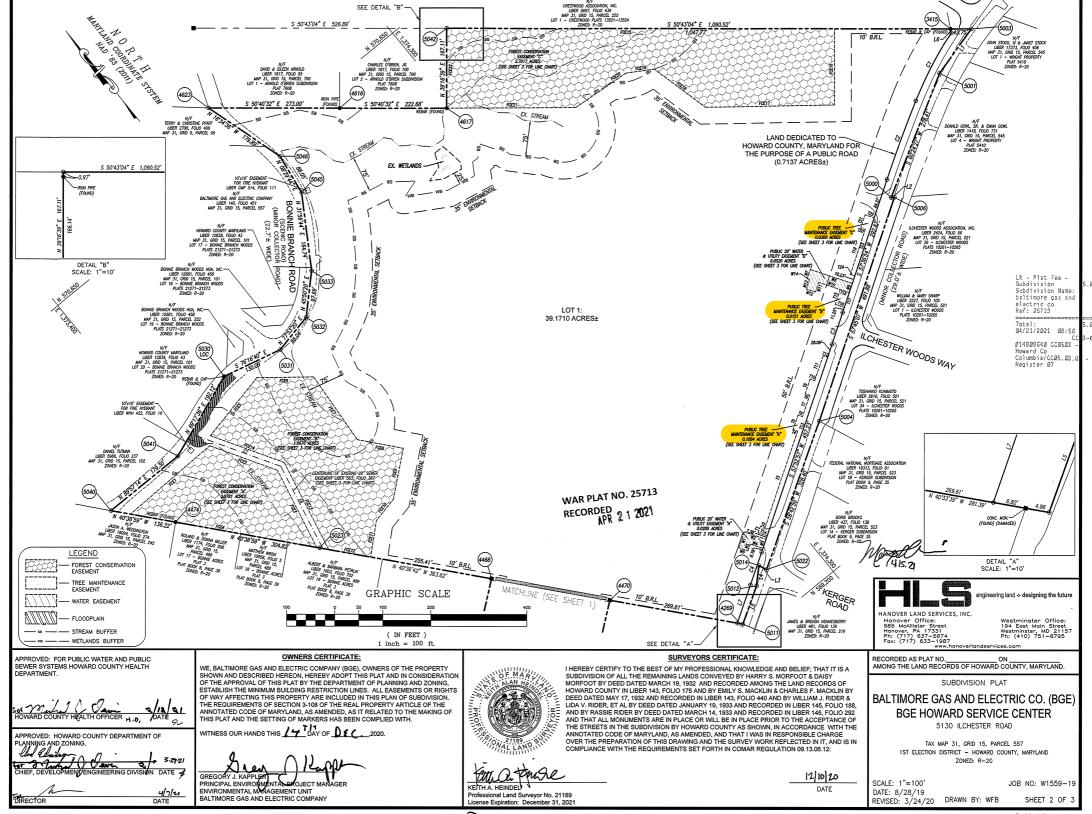
LIRER 145 FOLIO 188

F-20-021

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APPROVED: FOR PUBLIC WATER AND PUBLIC SEWER SYSTEMS HOWARD COUNTY HEALTH DEPARTMENT.

APPROVED: HOWARD COUNTY DEPARTMENT OF

<u> イ/フ/24</u> DATE

CENTERLINE OF EXISTING 10' SEWER EASEMENT LIBER 422, FOLIO 14 LINE BEARING LENGTH R=280.07' A=88.66' Ε1 S 31°08'21" E 88.29' E2 S 22'04'10" E 170.00'

CENTERLINE OF EXISTING 20' SEWER EASEMENT LIBER 583, FOLIO 381		
LINE	BEARING	LENGTH
E3	S 40°43'02" E	7.09'
E4	S 00°35'09" W	55.75'
E5	S 32°09'21" E	201.43

CENTERLINE OF EXISTING 20' SEWER EASEMENT LIBER 583, FOLIO 387		
LINE	BEARING	LENGTH
E6	N 12°12'30" E	192.23'
E7	N 30°58'03" W	187.07

	LINE TABLE	
LINE	BEARING	LENGTH
L1	S 74°24'15" W	113.54
L2	S 54°24'07" E	6.72'
L3	N 22°39'22" W	17.95'
L4	S 46°05'38" W	42.78'
L5	S 58°44'21" W	84.35'
L6	S 28°08'32" W	8.20'
L7	S 58°13'35" W	84.10'

FOREST CONSERVATION EASEMENT "A"		
BEARING	LENGTH	
N 88*19'34" E	217.73	
S 30°58'03" E	149.98'	
S 12°12'30" W	180.69	
N 40°38'59" W	393.89	
	EASEMENT "A" BEARING N 88'19'34" E S 30'58'03" E S 12'12'30" W	

	FOREST CONSERVATION	N
	EASEMENT "B"	
LINE	BEARING	LENGTH
FCE5	N 77°50'07" E	154.61
FCE6	S 51°41'07" E	118.62
FCE7	S 04°23'43" W	159.31'
FCE8	S 40°08'49" E	96.96'
FCE9	S 50°10'02" W	108.49'
FCE10	S 77°37'07" W	56.88'
FCE11	S 47°54'14" W	76.48'
FCE12	N 40°36'42" W	88.69'
FCE13	N 12°12'30" E	203.78
FCE14	N 30°58'03" W	163.72'

	FOREST CONSERVATION		
	EASEMENT "C"		
LINE	BEARING	LENGTH	
FCE15	S 50°43'04" E	708.01	
FCE16	S 39°16'56" W	159.57	
FCE17	N 51°41'07" W	268.01	
FCE18	N 14°05'35" W	133.08'	
FCE19	N 59°03'04" W	59.90'	
FCE20	N 85°07'25" W	126.61	
FCE21	N 51°10'57" W	268.35	
FCE22	N 39°16'39" E	167.11	

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING
C1	824.18'	160.36	11°08'53"	80.43'	S 66°29'52" W 160.11'
C2	3,017.01	174.97	03'19'23"	87.51	S 59*16'20" W 174.95'
C3	14,550.60'	69.84	00°16'30"	34.92'	S 57*44'56" W 69.84'
C4	11,980.66	71.88'	00*20'38"	35.94'	S 58°03'16" W 71.88'

PUBLIC TREE MAINTENANCE FASEMENT "A"				
MA	INTENANCE EASEMENT	Α		
LINE	BEARING	LENGTH		
T1	N 57*59'06" E	15.00'		
T2	S 32°07'04" E	9.97'		
T3	N 57*52'57" E	212.00'		
T4	N 32°07'03" W	10.00'		
T5	N 57*52'56" E	32.00'		
T6	S 32°07'03" E	10.00'		
T7	N 57°52'57" E	47.00'		
T8	N 32°07'03" W	10.00'		
T9	N 57°52'57" E	32.00'		
T10	S 32°07'02" E	10.00'		
T11	N 57°52'57" E	55.00'		
T12	S 32°00'52" E	10.00'		
T13	S 57°52'57" W	393.02'		
T14	N 32°00'53" W	20.00'		

PUBLIC TREE MAINTENANCE EASEMENT "B"			
LINE	BEARING	LENGTH	
T15	N 57°36'54" E	32.86'	
T16	S 32°34'09" E	20.00'	
T17	S 57°36'54" W	32.93'	
T18	N 32°23'06" W	20.00'	

	PUBLIC TREE	
MA	INTENANCE EASEMENT	"C"
LINE	BEARING	LENGTH
T19	N 57°36'54" E	99.00'
T20	N 32°23'06" W	10.00'
T21	N 57°36'54" E	29.00'
T22	S 32*23'06" E	20.00'
T23	S 57°36'54" W	128.00'
T24	N 32°23'06" W	10.00'

WAR PLAT NO. 25714 RECORDED APR 2 1 2021

PUBLIC 20'			
WATER & UTILITY EASEMENT "A"			
LINE	BEARING	LENGTH	
W1	N 58°01'15" E	35.07'	
W2	S 31°58'45" E	47.93'	
W3	S 57°52'57" W	20.00'	
W4	N 31°58'45" W	27.98'	
W5	S 58'01'15" W	15.07'	
W6	N 31°58'45" W	20.00'	

PUBLIC 20'			
WATER & UTILITY EASEMENT "B"			
LINE	BEARING	LENGTH	
W7	N 57°25'51" E	20.00'	
W8	S 32°34'09" E	92.33'	
W9	S 57°36'54" W	20.00'	
W10	N 32°34'09" W	67.27	
W11	S 57°25'51" W	20.99'	
W12	N 32°34'09" W	20.00'	
W13	N 57°25'51" E	20.99'	
W14	N 32°34'09" W	5.00'	

LR - Plat Fee -Subdivision Subdivision Name: baltimore gas and Ref: 25714

Total: 04/21/2021 08:56

#148@964@ CC@5@3 Howard Co Columbia/CCØ5.03. Register 07

12/10/20

DATE



engineering land + designing the future

Hanover Office: 585 McAllister Street Hanover, PA 17331 Ph: (717) 637-5674 Fax: (717) 633-198.

Westminster Office: 194 East Main Street Westminster, MD 21157 Ph: (410) 751-8795

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

SUBDIVISION PLAT

BALTIMORE GAS AND ELECTRIC CO. (BGE) BGE HOWARD SERVICE CENTER

5130 ILCHESTER ROAD

TAX MAP 31, GRID 15, PARCEL 557 1ST ELECTION DISTRICT - HOWARD COUNTY, MARYLAND ZONED: R-20

SCALE: 1"=100' DATE: 8/28/19

JOB NO: W1559-19 REVISED: 3/24/20 DRAWN BY: WFB SHEET 3 OF 3

SURVEYORS CERTIFICATE: I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF; THAT IT IS A SUBDIVISION OF ALL THE REMAINING LANDS CONVEYED BY HARRY S. MORFOOT & DAISY MORFOOT BY DEED DATED MARCH 19, 1932 AND RECORDED AMONG THE LAND RECORDS OF HOWARD COUNTY IN LIBER 143, FOLIO 175 AND BY EMILY S. MACKLIN & CHARLES F. MACKLIN BY DEED DATED MAY 17, 1932 AND RECORDED IN LIBER 143, FOLIO 440 AND BY WILLIAM J. RIDER & LIDA V. RIDER, ET AL BY DEED DATED JANUARY 19, 1933 AND RECORDED IN LIBER 145, FOLIO 188, AND BY RASSIE RIDER BY DEED DATED MATCH 14, 1933 AND RECORDED IN LIBER 145, FOLIO 292

OWNERS CERTIFICATE: WE, BALTIMORE GAS AND ELECTRIC COMPANY (BGE), OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT AND IN CONSIDERATION OF THE APPROVAL OF THIS PLAT BY THE DEPARTMENT OF PLANNING AND ZONING, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES. ALL EASEMENTS OR RIGHTS OF WAY AFFECTING THIS PROPERTY ARE INCLUDED IN THIS PLAN OF SUBDIVISION. THE REQUIREMENTS OF SECTION 3-108 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, AS IT RELATED TO THE MAKING OF THIS PLAT AND THE SETTING OF MARKERS HAS BEEN COMPLIED WITH.

WITNESS OUR HANDS THIS 147 DAY OF 18C. 2020.

GREGORY J. KAPPLER PRINCIPAL ENVIRONMENTAL PROJECT MANAGER ENVIRONMENTAL MANAGEMENT UNIT BALTIMORE GAS AND ELECTRIC COMPANY



AND THAT ALL MONUMENTS ARE IN PLACE OR WILL BE IN PLACE PRIOR TO THE ACCEPTANCE OF THE STREETS IN THE SUBDIVISION BY HOWARD COUNTY AS SHOWN, IN ACCORDANCE WITH THE ANNOTATED CODE OF MARYLAND, AS AMENDED, AND THAT I WAS IN RESPONSIBLE CHARGE COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR REGULATION 09.13.06.12:

KEITH A. HEINDEL Professional Land Surveyor No. 21189 License Expiration: December 31, 2021