Howard County Maryland
Department of Planning and Zoning
3430 Courthouse Drive, Ellicott City, MD 21043
(410) 313-2350
www.howardcountymd.gov

DPZ Office Use only:
Case No: BA-26-022C +V
Date Filed: 10/26/2026

Conditional Use Petition

Conditional Use Petition Request

Conditional Use Category:
Athletic Facilities, Outdoor

Conditional Use Section Number:
131.0.N.6

Proposed Use:
Enlargement and alteration of an existing private swim club conditional use (formerly, a special exception) approved prior to July 12, 2001.

Petitioner's Representative Information

Petitioner's Representative Name: Bll Erskine
Address: 7021 Columbia Gateway Drive, COLUMBIA, MD, 21046
Phone: (301) 575-0363
Email: werskine@offitkurman.com
Profession: Attorney at Law

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BY: .....

Petitioner Information

Petitioner Name: North St. Johns Swim Club, Inc.
Petitioners Business Name/Trading As: North St. Johns Swim & Tennis Club
Address: PO Box 473, Ellicott City, MD, 21041
Phone: (410) 313-9234
Email: bsweet98@gmail.com
Petitioner's Interest in Subject Property: Sole Owner
If the petitioner is not the property owner, please explain:

Property Information

Are there multiple properties involved with this petition? Multiple Properties
Property Description: Private Swim Club, see attached Supplement in Support for additional detail.
Existing Use: Private Swim Club
Property Owner: North St. Johns Club, Inc.
Property Address: 9200 Marydell Road, Ellicott City, MD, 21042
Tax Map: 17
Grid: 16
Parcel/Lot Number: 502
Zoning District: R-20
County Council District: Council District 5 - David Yungmann
Total Site Area: 9.57
Conditional Use Area: 9.57 acres
Subdivision Name (If applicable): N/A
Site Development Plan (If applicable): N/A
Plat Number and recordation date (If applicable): N/A

Conditional Use Petition General Criteria

The proposed Conditional Use plan will be in harmony with the land uses and policies in the Howard County General Plan which can be related to the proposed use:

This conditional use is permitted within the R-20 District subject to the requirements and as such, the Petitioner's request is presumed compatible with other developments within the R-20 District. The proposed use of the Subject Property is in harmony with and fulfills a number of the stated land use policies in the Howard County General Plan – HOCO BY DESIGN, such as Open Space Character Area (GCF-35). Please see the attached Supplement for additional detail.

The nature and intensity of the use, the size of the site in relation to the use, and the location of the site with respect to streets giving access to the site are such that the overall intensity and scale of the use(s) are appropriate for the site:

As set forth on the Plan, the intensity and scale of the proposed use is appropriate in relation to the size of the site. Since the proposed use is not for new residential development, it will have no effect on area schools, and much less impact on roadways, and surrounding communities as compared to development under the by-right uses available in the R-20 District. Please see the attached Supplement for additional detail.

The impact of adverse effects such as, but not limited to, noise, dust, fumes, odors, intensity of lighting, vibrations, hazards or other physical conditions will be greater at the proposed site than it would generally be elsewhere in the same zoning district or other similar zoning districts:

The use is proposed to continue to serve as a venue for a private swim club; and like virtually all human activities, it will likely generate some physical conditions which would be discernable from abutting and vicinal properties. However, it will not generate atypical levels physical conditions. As such, it will not cause greater adverse impacts than would generally be found elsewhere in the R-20 zoning district or other similar zoning districts. See the attached Supplement.

The location, nature and height of structures, walls or fences, and the nature and extent of the existing and/or proposed landscaping on the site are such that the use will not hinder or discourage the development and/or use of adjacent land and structures more at the subject site than it would generally elsewhere in the same zoning district or other similar zoning districts:

The proposed use will be developed with new and preserved screening and landscaping along the perimeter of the swim club property where adjacent to residential uses. It will not hinder or discourage the development and/or use of adjacent land and structures more at the subject site than it would generally be elsewhere in the R-20 zoning district or other similar zoning districts. See attached Supplement for additional detail.

The number of parking spaces will be appropriate to serve the particular use. Parking areas, loading areas, driveways and refuse areas will be appropriately located and buffered or screened from public roads and residential uses to minimize adverse impacts on adjacent properties:

There are a minimum of 79 existing parking spaces proposed to serve the parking needs of the proposed use. The existing parking area on the swim club property well exceeds the minimum parking requirements for the conditional use as set forth in HCZR Sec. 133.0.D.6.g. See the attached Supplement for additional detail.

The ingress and egress drives will provide safe access with adequate sight distance, based on actual conditions, and with adequate acceleration and deceleration lanes where appropriate. For proposed Conditional Use sites which have driveway access that is shared with other residential properties, the proposed Conditional Use will not adversely impact the convenience or safety of shared use of the driveway:

The ingress and egress to Marydell Road, a local road, will be achieved via a private access driveway as shown on the Plan. The proposed private access driveway connects directly to the terminus of Marydell Road. This point of access will continue to provide safe access with adequate site distance in all directions without the need for acceleration or deceleration lanes. The private access driveway is not shared with other residential uses.

The proposed use will not have a greater potential for adversely impacting environmentally sensitive areas in the vicinity than elsewhere:

The attached Plan provides the location of all existing and proposed structures and use areas in relation to on-site environmental features. While the Subject Property contains environmentally sensitive areas including forested areas and streams, the structures and use areas associated with the proposed use will not impact these areas and therefore the proposed use will not have a greater potential for adversely impacting those areas than it would elsewhere.

The proposed use will not have a greater potential for diminishing the character and significance of historic sites in the vicinity than elsewhere:

The closest historic site (HO-1005) to the Subject Property is approximately one-half (1/2) mile away and is located at 2774 St. John's Lane, Ellicott City, Maryland. Given the significant separation between the Subject Property and this historic site, the AFO use is not visible, nor is it otherwise discernable from the historic site. Therefore, the AFO use does not have the potential to diminish the character and significance of this historic site or others in the vicinity.

Prior Petition

Does this Property have a prior Conditional Use or Special Exception for this use?
Yes

Prior Zoning case number/s
Howard County Board of Zoning Appeals Case No. 483-C

Has the petitioner completed the required Pre-Submission Community Meeting?
Yes

Date of Pre-Submission meeting
06/10/2026

Does this property location OR Conditional Use type require Design Advisory Panel (DAP) review?
No

If yes, please explain

Is the Property on the Howard County Historic list or otherwise require Advisory comments from the Historic Preservation Commission (HPC)?
No

If yes, please explain

Signatures

The undersigned hereby affirms that all of the statements and information contained in, or filed with this petition, are true and correct.

Petitioner's Signature North St. Johns Swim Club, Inc. By: Brian Sweet, President Date 10/30/26

If the Property Owner is not the Petitioner, you must submit a signed Property Owners Authorization.

Process information and submittal requirements can be found on the ProjectDox website.

Digitally Signed by: Bll Erskine
Signature Date: 2026-10-22 17:02:30

CONTACT US

Department of Planning and Zoning
Public Service and Zoning Division
3430 Court House Drive, Ellicott City, MD 21043
TEL: 410.313.2350

Subject Property Information:

1.

Property Owner:	North St. Johns Swim Club, Inc.
Property Address:	9200 Marydell Road, Ellicott City, MD 21042
Tax Map:	17
Grid:	16
Parcel/Lot #:	502
Zoning District:	R-20
County Council District:	5 – David Yungmann
Site Area:	7.9886 acres +/-

2.

Property Owner:	Baltimore Gas & Electric
Property Address:	Ellicott City, MD
Tax Map:	24
Grid:	18
Parcel/Lot #:	P/O 449
Zoning District:	R-20
County Council District:	5 – David Yungmann
Site Area:	1.58 acres -/+

Howard County Maryland
Department of Planning and Zoning
3430 Courthouse Drive, Ellicott City, MD 21043 dpzzoning@howardcountymd.gov (410) 313-2350

Property Owners Authorization for Zoning Petitions

Any Zoning Petition not submitted and otherwise signed by the Property Owner shall be submitted with written authorization from the Property Owner authorizing the Petitioner to act on behalf of the Property Owner.

I (we): Baltimore Gas And Electric Company
(Print Property Owner(s) Name / Firm / Organization)

Hereby Authorize: North St. Johns Swim Club, Inc.
(Print Petitioner Name/Organization)

For Subject Property: P/O Tax Map 24, Parcel 449 (approximately 1.6 acres +/-)
(Print Subject Property Address) Deed dated November 5, 1963, recorded in Howard County Land Records in Liber 409, folio 365.

To apply for the following Zoning Petition:

- ☐ Administrative Adjustment
- ☐ Nonconforming Use Confirmation (Division)
- ☐ Temporary Use Permit
- ☒ Non-Residential Variance
- ☒ Residential District Variance
- ☒ Conditional Use
- ☐ Non-Conforming Use (Hearing Examiner)
- ☐ Amend the Zoning Map of Howard County
- ☐ Amend the Zoning Regulations of Howard County
- ☐ Preliminary Development Plan in a MXD District
- ☐ Amended Preliminary Development Plan
- ☐ Other (Explain):

The undersigned property owner does further authorize the Petitioner to make applications for any and all site plans and/or permits necessary to implement its plan in relation to the aforementioned conditional Zoning Petition.

Baltimore Gas And Electric Company By: J. Gary Bowers, Manager, Real Estate Name	Property Owners Signature	9-15-26 Date
GARY.BOWERS@BGE.COM Property Owners Email	1068 N. Front Street, Room 302 Baltimore, Maryland 21202 Property Owners Address	667-313-2162 Property Owners Phone

Howard County Maryland
Department of Planning and Zoning
3430 Courthouse Drive, Ellicott City, MD 21043 dpzzoning@howardcountymd.gov (410) 313-2350

ZONING PETITION AFFIDAVIT

Petitioner Name: North St. Johns Swim Club. Inc.

Property Address: 9200 Marydell Road, Ellicott City, MD 21042

Zoning Petition Type: Conditional Use Petition and Residential Variance Petition

Affidavit made pursuant to the pertinent provisions of Title 22 of the Howard County Code as amended.

The undersigned does hereby declare that no officer or employee of Howard County, whether elected or appointed, has received prior hereto or will receive subsequent hereto, any monetary or material consideration, any service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally in connection with the submission, processing, issuance, grant or award of the attached application for a zoning petition as requested for the property referenced above.

I we, do solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing affidavit are true and correct to the best of my, our, knowledge, information and belief.

North St. Johns Swim Club, Inc. BY: Brian Sweet, President Petitioner Name	Signature	10/30/25 Date
JODY C. ALLEN Witness Name	Jody C Allen Signature	10/30/25 Date
Witness Name	Signature	Date

This Affidavit must be signed, scanned and uploaded through the ProjectDox Zoning Petition Application process at https://howard-md-us.avolvecloud.com/ProjectDox/

For more information or questions, contact DPZ at (410) 313-2350.

North St. Johns Swim Club, Inc.

Supplement in Support
of
Conditional Use Petition to the
Howard County Hearing Authority
(9200 Marydell Road, Ellicott City, MD 21042 – a/k/a Tax Map 17, Parcel 502
And P/O Tax Map 24, Parcel 449)

Background Information

This Petition for Conditional Use (the "Petition") is filed in accordance with Section 131.0.J[1] for the purpose of seeking the enlargement and alteration of an existing conditional use (formerly, a special exception) approved prior to July 12, 2001. Filed simultaneously with this Petition is a Residential District Variance Petition for relief from the bulk regulations applicable in the R-20 District and the bulk regulations applicable to Athletic Facilities, Outdoor ("AFO") pursuant to Section 131.0.N.6[2].

On April 28, 1965, the Board of Zoning Appeals of Howard County (the "Zoning Board"), in Case No. 483-C, approved the application of the North St. John's Swim Club, Inc. (the "Petitioner") to operate a Private Swim Club on 8 acres of land designated as Parcel 502 on Tax Map 17 (the "Swim Club Property"). Attached as Exhibit A is a copy of the of the Zoning Board's Decision and Order ("D&O"). Unfortunately, due to the passage of time, neither the Petitioner's records nor the records of DPZ contain a copy of the "plat" that was filed with the application and referenced in the D&O. As such, it is difficult to ascertain precisely which of the structures and use areas currently existing on the Swim Club Property were authorized by the D&O in 1965. Historical aerial photography suggests however that several structures and use areas existing on the Swim Club Property today were not authorized by the original D&O.

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[1] Section 131.0.J provides: [T]he Hearing Authority may permit the enlargement or alteration of any existing use which is permitted by Conditional Use in the specified districts under the provisions of these Regulations, provided that in evaluating the enlargement or alteration, the Hearing Authority shall make all of the required findings applicable to the entire Conditional Use.

[2] The Hearing Authority may approve variances to the bulk regulations in Section 131.0.N, in accordance with the variance provisions of Section 130.0.B. for modifications and expansions of: …[E]xisting Conditional Uses that were approved prior to July 12, 2001. See, Section 131.0.D.4.a.

This circumstance was first made known to the Petitioner's current Board of Directors upon receipt of a Formal Notice of Violation of Zoning/Subdivision and Land Development Regulations, attached as Exhibit B.

This Petition is filed for the purpose of bringing the original special exception, as enlarged and altered over multiple decades, into conformity with current zoning law. In addition, this Petition is filed for the purpose of expanding the Conditional Use area to include a portion of the adjacent BGE property (approximately 1.58 acres) for the purposes of providing access to the Swim Club Property as well as temporary seasonal overflow parking for special events and holidays. Throughout this Petition, the Swim Club Property and the BGE Property are collectively referred to as the "Subject Property."

In 1965, the original special exception application was filed under Section 19.21 of the Zoning Regulations. This code section authorized the Zoning Board to permit the operation of a "Private Club" on R-20 zoned property provided certain conditions were satisfied. Under current zoning regulations, private community swimming pools are authorized under Sec. 131.0.N.6 subject to specific criteria and the general criteria under Section 131.0.B.

As indicated, the Swim Club Property consists of 8 acres +/-. Approximately 4 acres is forested, and the remaining area is in use as a private AFO. Significant portions of the Property are encumbered by sensitive environmental features including forested areas, streams, stream buffers, and wetlands. The northeastern boundary of the Swim Club Property abuts the Route 29 right-of-way. The southwestern boundary abuts the BGE transmission line right-of-way. Single-family detached residential properties abut the Swim Club Property along its northwestern and southern boundaries. The Swim Club Property is also encumbered by a preservation easement held by the Howard County Conservancy. A copy of the preservation easement is attached as Exhibit C. Included among the terms of the preservation easement is a prohibition against expansion of imperious surfaces on the Swim Club Property beyond the 104,000 sq. ft. of existing impervious surfaces. In addition, the preservation easement prohibits the expansion or relocation of existing structures, or the addition of new structures.

The following is an itemization of the existing structures and uses on the Swim Club Property.

1. Club House with restrooms and snack bar (1-story block building (25 ft. x 100 ft.))
2. Covered Wood Deck (25 ft. x 25 ft.)
3. Main Swimming Pool (4,570 sq. ft.) with two diving boards and spiral slide
4. Storage Building 1-story (20 ft. x 20 ft.)
5. Perimeter Security/Privacy Fence (6 ft. HT)
6. Covered Pavillion with guard rail
7. Children's Wading Pool (595 sq. ft.) with water feature
8. Water Storage Tank
9. Four (4) Tennis/Pickle Ball Courts with storage bins and observation benches
10. 10 ft. Chain Link Fence to keep tennis balls from leaving the court area
11. Basketball Court
12. Playground with climbing equipment and slides
13. Volleyball Court with netting and poles
14. Ga-Ga Ball Pit[3]
15. Storage Shed (8 ft. x 10 ft.)
16. 10 ft. Chain Link Security Fence to provide perimeter security and to keep tennis balls, volleyballs, and basketballs from leaving court area
17. Upper Parking Lot with 79 parking spaces
18. Lower (Supplemental) Parking Lot with 14 parking spaces
19. Flagpole
20. Six (6) Pole Mounted Light Fixtures

As shown on the Conditional Use & Variance Plan (the "Plan"), and as demonstrated elsewhere in this Petition the proposed expansion and alteration of the AFO complies with the general criteria for approval under Section 131.0.B and the specific criteria for approval under Section 131.0.N.6 as modified by the setback variances requested herein.

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[3] Gaga (Hebrew: גגא גגא; lit. 'touch touch') (also: ga-ga, gaga ball, or ga-ga ball) is a variant of dodgeball that is played in a gaga "pit". The game combines dodging, striking, running, and jumping, with the objective of being the last person standing. Players hit the ball at each other with their hands and are eliminated if the ball strikes them on or below the knee. The game can be played by a group of individual players or with teams, as well as in one-on-one matches. Rules, ball types, pit surfaces, and pit sizes can vary widely at different venues. From Wikipedia, the free encyclopedia.

EVALUATION OF THE PETITION UNDER HCZR SEC.131.0.B GENERAL CRITERIA:

1. The proposed Conditional Use plan will be in harmony with the land uses and policies in the Howard County General Plan which can be related to the proposed use.

AFO use is permitted within the R-20 District subject to those requirements set forth in Section 131.0. of the HCZR. As such, the Petitioner's request is presumed compatible with other developments within the R-20 District. The proposed use of the Subject Property is in harmony with and fulfills a number of the stated land use policies in the Howard County General Plan – HOCO BY DESIGN. The current General Plan designates the Subject Property as Open Space. See, HOCO By Design, Map 2-4: Detailed Future Land Use Map ("FLUM"). The Open Space Character Area is reserved for "Land dedicated for active or passive open space uses. For example, open space uses can include natural resource protection, parks, greenways, and combinations of trails and pathways for recreational use and for amenity spaces in multi-family housing areas." GCF-35.

The proposed use is consistent with and advances the goals and policies of HOCO By Design. In particular, the proposed use furthers HOCO By Design INF-5 Policy Statement as well as the related Implementing Actions Nos. 6 and 7. The aforementioned policy provides, "Maintain and expand Howard County's park and open space system and recreation facilities and programs to keep pace with future growth and ensure safe, convenient, and equitable access to residents." The policy statement is advanced by Implementing Action No. 6 which states "Explore the development of a commercial athletic facility. The facility could be owned by the County, privately, or in partnership." And by Implementing Action No. 7 which states "Consider zoning changes that allow the use of large parcels for indoor and outdoor athletic facilities throughout the County." The proposed uses at the proposed location will help to maintain and expand Howard County's park and open space system and recreation facilities and programs to keep pace with future growth and ensure safe, convenient, and equitable access to residents. The requested zoning approvals will also allow the use of large parcels for indoor and outdoor athletic facilities throughout the County.

2. The nature and intensity of the use, the size of the site in relation to the use, and the location of the site with respect to streets giving access to the site are such that the overall intensity and scale of the use(s) are appropriate for the site.

As set forth on the Plan, the intensity and scale of the proposed AFO use is appropriate in relation to the size of the site. As indicated above, the Subject Property is zoned R-20 and consists of approximately 9.5686 acres in the aggregate. Since the proposed AFO use does not propose new residential development, it will have no effect on the total number of students in the area school systems. In addition, the proposed AFO use will not generate additional traffic, and it will remain primarily an "off-peak hour" use. Development of the Subject Property as an AFO use will result in zero impact on area schools, and much less impact on roadways, and surrounding communities as compared to its development under the by-right uses available in the R-20 District. As shown on the Conditional Use & Variance Plan, appropriate screening and landscaping will be installed and/or preserved along the perimeter of the Conditional Use Area. Also, the Plan provides approximately 50% of the Swim Club Property as preserved forested area. The AFO use is proposed to operate under the conditions of approval for variances to applicable bulk regulations. The Swim Club Property has direct access to Marydell Road via a deeded 50 ft. wide private easement over the BGE Property. Marydell Road is classified as a local road under the General Plan. The proposed access onto Marydell Road will continue to provide safe ingress and egress for the proposed AFO use. The local road classification of Marydell Road is appropriate to serve the proposed AFO use.

3. The proposed use at the proposed location will not have adverse effects on vicinal properties above and beyond those ordinarily associated with such uses. In evaluating the proposed use under this standard, the Hearing Authority shall consider whether or not:

a. The impact of adverse effects such as, but not limited to, noise, dust, fumes, odors, intensity of lighting, vibrations, hazards or other physical conditions will not be greater at the proposed site than it would generally be elsewhere in the same zoning district or other similar zoning districts.

Response: The AFO use is proposed to continue to serve as a venue for a private swim club. Like virtually all human activities, the proposed AFO use will likely generate some physical conditions which would be discernable from abutting and vicinal properties. However, the proposed AFO use will not generate atypical levels of noise, dust, fumes, odors, intensity of lighting, vibrations, hazards, or other physical conditions. As such, the Petitioner's proposed use on the Subject Property will not cause greater adverse impacts at the proposed site than would generally be found elsewhere in the R-20 zoning district or other similar zoning districts.

b. The location, nature and height of structures, walls or fences, and the nature and extent of the existing and/or proposed landscaping on the site are such that the use will not hinder or discourage the development and/or use of adjacent land and structures more at the subject site than it would generally elsewhere in the same zoning district or other similar zoning districts.

Response: The proposed AFO use will be developed with new and preserved screening and landscaping along the perimeter of the Swim Club Property where adjacent to residential uses. The proposed use will not hinder or discourage the development and/or use of adjacent land and structures more at the Subject Property than it would generally elsewhere in the R-20 zoning district or other similar zoning districts. The surrounding properties are zoned R-20 and consist of single-family dwelling units; the BGE power transmission line, and the Route 29 right of way. As shown on the Plan, the height of existing and proposed structures complies with the height requirements under both the R-20 zoning district and the specific conditional use criteria. The proposed use also complies with the setback requirements as proposed to be modified by the variance requests included herein.

c. The number of parking spaces will be appropriate to serve the particular use. Parking areas, loading areas, driveways and refuse areas will be appropriately located and buffered or screened from public roads and residential uses to minimize adverse impacts on adjacent properties.

Response: There are a minimum of 79 existing parking spaces proposed to serve the parking needs of the AFO use. The existing parking area on the Swim Club Property well exceeds the minimum parking requirements for the AFO use as set forth in HCZR Sec. 133.0.D.6.g. The required parking under this section is 1 space per 7 persons allowed in the pool as determined by the Maryland Health Department. The maximum permitted user load for a pool is specified in COMAR 10.17.19. For the Main Pool, the Health Department has authorized a maximum pool capacity equal to 1 person per 12 square feet of pool water surface in the shallow end (<5ft.) and 1 person per 15 square feet of pool water surface in the deep end (>5ft.). The deep end area calculation is then reduced by 300 sq, ft, per diving board. The shallow end of the Main Pool measures 44' x 78'. This equates to 3,432 sq. ft. Therefore, the maximum capacity of the shallow end is 286 individuals (3,432 / 12).

The deep end of the Main Pool measures 30' x 34'. This equates to 1,020 sq. ft. This area calculation must however be reduced by 300 sq. ft. for each diving board in the deep end.

There are two diving boards. Therefore, the area calculation for the deep end must be reduced by 600 sq. ft. Accordingly, the maximum capacity of the deep end is 28 individuals. ((1,020 - 600) / 15). The Wading Pool has a water surface area of 595 sq. ft. It is less than 5 ft. deep. Therefore, its maximum capacity is 49 persons (595 / 12 = 49). Adding these figures together, the total user load of both pools is 363 individuals (286 + 28 + 49) resulting in a required minimum number of parking spaces for the AFO use of 52 spaces (363 / 7 = 52). The minimum number of existing parking spaces proposed to serve the AFO is 79, thereby exceeding the required minimum number of parking spaces by 27 spaces.

Although the existing parking area on the Swim Club Property satisfies the parking requirements under the zoning regulations, the Petitioner has nonetheless experienced periods of high parking demand in excess of the available parking on the Swim Club Property. Such periods of high parking demand typically correspond to holiday weekends and special events such as competitive swim meets. In light of this, the Petitioner is also seeking approval to utilize portions of the BGE Property for seasonal temporary overflow parking. This seasonal temporary overflow parking area is shown on the Plan and consists of 14 paved parking spaces adjacent to the access driveway, plus approximately 100 spaces on adjacent gravel or grass surfaces.

It should be noted that the Petitioner has been authorized by BGE to file this Petition and to utilize a portion of the BGE Property in the manner described herein. Notwithstanding, BGE has retained the right to terminate the Petitioner's authorization to utilize the BGE Property for parking purposes. In the event of such termination, the Petitioner commits that it will immediately modify and curtail its operations to ensure that all parking of vehicles related to the AFO is located only upon the Swim Club Property. Such modifications of operations may include, for example, the suspension of competitive swim meets and/or limitations on the number of non-family member guests permitted during holiday weekends or other periods of high parking demand. In the event that this Petition is approved by the Hearing Authority, the Petitioner requests that the Order approving the Petition specifically provide for the potential termination by BGE of the right to park on the BGE parcel. The Petitioner requests that the Order provide that in the event that BGE shall elect to terminate its consent to allow temporary and seasonal overflow parking on the BGE parcel, the Petitioner shall immediately modify and

curtail its operations to ensure that all parking of vehicles related to the AFO is located only upon the Swim Club Property.

The proposed AFO use also has two (2) trash dumpsters located at the easternmost terminus of the Upper Parking Lot. These refuse containers are located well within the interior of the Swim Club Property and as such are not visible from adjacent public roads and residential areas. Therefore, all loading areas, driveways and refuse areas will be appropriately located and buffered from public roads and residential uses to minimize adverse impacts on adjacent properties.

d. The ingress and egress drives will provide safe access with adequate sight distance, based on actual conditions, and with adequate acceleration and deceleration lanes where appropriate. For proposed Conditional Use sites which have driveway access that is shared with other residential properties, the proposed Conditional Use will not adversely impact the convenience or safety of shared use of the driveway.

Response: The ingress and egress to Marydell Road, a local road, will be achieved via a private access driveway as shown on the Plan. The proposed private access driveway connects directly to the terminus of Marydell Road. This point of access will continue to provide safe access with adequate site distance in all directions without the need for acceleration or deceleration lanes. The private access driveway is not shared with other residential uses.

e. The proposed use will not have a greater potential for adversely impacting environmentally sensitive areas in the vicinity than elsewhere.

Response: The attached Plan provides the location of all existing and proposed structures and use areas in relation to on-site environmental features. While the Subject Property contains environmentally sensitive areas including forested areas and streams, the structures and use areas associated with the AFO use will not impact these areas and therefore the proposed AFO use will not have a greater potential for adversely impacting those areas than it would elsewhere.

f. The proposed use will not have a greater potential for diminishing the character and significance of historic sites in the vicinity than elsewhere.

Response: The closest historic site (HO-1005) to the Subject Property is approximately one-half (1/2) mile away and is located at 2774 St. John's Lane, Ellicott City, Maryland. Given the significant separation between the Subject Property and this historic site, the AFO use is not visible, nor is it otherwise discernable from the historic site. Therefore, the AFO use does not

have the potential to diminish the character and significance of this historic site or others in the vicinity.

EVALUATION OF PETITION UNDER HCZR SEC. 131.0.N.6

6. Athletic Facilities, Outdoor

Except where permitted as a matter of right, a Conditional Use may be granted in the RC and RR Districts, on properties that are not ALPP purchased or dedicated easement properties, and in the R-ED, R-20, R-12, R-SC, R-SA-8, R-H-ED, R-A-15, R-APT or R-MH Districts for the following outdoor athletic facilities: athletic fields; swimming pools, community; swimming pools, commercial; tennis courts; disk golf courses; ropes courses; and archery ranges provided that:

a. A Conditional Use shall not be required for facilities which are reserved for use by residents of a community and their guests, and which are located within neighborhoods or communities where all properties are included within recorded covenants and liens which provide for the operation and maintenance of the facilities.

Response: The proposed AFO Use requires Conditional Use approval because its facilities are not reserved for use by residents of a community and their guests and are not located within neighborhoods or communities where all properties are included within recorded covenants and liens which provide for the operation and maintenance of the facilities.

b. Other athletic or recreational uses accessory to these principal uses are permitted if approved by the Hearing Authority.

Response: The proposed AFO use includes other athletic or recreational uses accessory to the principal use including: (4) tennis/pickle ball courts; (1) basketball court; (1) playground; (1) Ga-Ga Ball Pit; and (1) volleyball court.

c. Buildings, parking areas, and outdoor activity areas will be at least 100 feet from adjoining residentially-zoned properties other than public road right-of-ways. This buffer area shall not be available for athletic or recreational activities.

Response: The Petitioner is requesting a variance to reduce the 100 ft. setback required under this criterion to 8.4 feet in accordance with the Plan.

d. Adequate landscaping or other acceptable forms of buffering will be provided to screen outdoor uses from residential properties.

Response: The AFO use areas are heavily buffered and screened from residential properties by a combination of distance, topography, existing and proposed trees, vegetation, landscaping, and privacy fencing.

e. Reasonable standards for hours of operation and a detailed lighting plan in strict compliance with Section 134.0 shall be proposed by the petitioner and established by the Hearing Authority for each use. Based upon the scale of the facility, the Hearing Authority may also require a traffic study, a septic study, and/or a noise study.

Response: The Petitioner proposes the following hours of operation:

Saturday before Memorial Day through Labor Day (7 days per week):

6:00 am	Facility is open to managers, pool operators, lifeguards, swim team, and similar small groups.
11:00 am	Facility open to general membership.
9:00 pm	Facility closed to general membership, managers, and lifeguards

Labor Day through Memorial Day (7 days per week):

Pools close the day after Labor Day.

Two (2) times per year - the Facility remains open to the general membership until 10 pm for outdoor movie night.

Tennis/Pickleball Courts are open year-round - daylight hours only.

The proposed AFO use will utilize existing outdoor lighting fixtures. All lighting fixtures are shielded and directed away from vicinal properties to avoid light trespass and glare. The existing outdoor lighting fully complies with HCZR §134.0.

f. Outdoor sound amplification will be permitted only if the source of the sound is a minimum 200 feet from adjoining residential property lines and it will not constitute a nuisance for residential properties in the vicinity. The petition must indicate the purposes of proposed amplification (such as announcing sports events, safety announcements, or entertainment), hours of use and the maximum anticipated noise level at the property lines.

Response: As shown on the Plan, the AFO proposes to utilize outdoor sound amplification for several purposes including: announcing sports events, safety announcements, and music entertainment. Outdoor sound amplification may be in use between the hours of 11 am through 9 pm. The maximum anticipated noise level at the Swim Club Property lines will not exceed 65 dBA. In addition, the Petitioner, in preparation of the filing of this Petition, has

consulted with several of the closest adjoining property owners while the outdoor sound amplification was active at various sound levels in order to confirm that these levels do not constitute a nuisance to property owners. The volume control of Petitioner's sound amplification equipment has been labeled to ensure that acceptable levels of amplification are not exceeded. All sources of amplified outdoor sound are a minimum of 200 feet from adjoining residential property lines and will not constitute a nuisance for residential properties in the vicinity.

4911-8812-6939, v. 1

EXHIBIT A

IN THE MATTER OF	:	BEFORE THE
THE APPLICATION	:	BOARD OF ZONING APPEALS
OF	:	OF
NORTH ST. JOHN'S SWIM CLUB, INC.	:	HOWARD COUNTY
FOR A PERMIT TO OPERATE	:	CASE NO. 483-C
A PRIVATE SWIM CLUB	:	
SECTION 19.21	:	

WHEREAS, the Applicant, North St. John's Swim Club, Inc., pursuant to Section 19.21 of the Zoning Regulations of Howard County, did apply to the Board of Zoning Appeals for approval of a permit to operate a private swim club on certain property located and described as being at a point on the north property line of the John W. Boone farm and the easternmost right of way line of the Gas & Electric Company and running thence in a northeasterly direction 530 feet, more or less, along the boundary of the Boone property to the proposed right of way line of the State Roads Commission to be acquired for extended Route 29, thence running with said right of way lines for approximately 625 feet more or less, to a stake and thence in a westerly direction parallel to the first line above described for a distance of 540 feet, more or less, to the aforesaid easterly line of the Baltimore Gas & Electric Company transmission lines, and thence running along said transmission lines for a distance of 625 feet, more or less, to a point of beginning, containing 8 acres, being the parcel of ground which the applicant has under Contract to purchase from John W. Boone and Mary Boone and the applicant has filed with the application a plat of the land on which the proposed use is to be conducted,

WHEREAS, prior to the date of hearing of said application, the undersigned members of said Board inspected the property and ascertained that due notice of hearing was given by publication and by posting; and

WHEREAS, pursuant to said notices, the hearing on said application was held on April 28, 1965 at 7:30 P. M.; and

WHEREAS, Richard Hemphill, President of the Applicant Corporation, appeared at said hearing and testified that the Applicant Swim Club was being organized as a family membership type club with a limited membership of 350

families and it was anticipated that the membership of the Club would consist for the most part of residents of the North St. John's area and the Route 99 area and that the Club was soliciting memberships in Valley Mede, Brinkleigh, Brookwood, Howard Heights, St. John's Lane, Mt. Hebron, The Orchards, Wilton Farm Acres, and other similar developments in this general area of Howard County and that no such swim club is in existence in this general area on the north side of Route 40, and he testified that the Applicant has under Contract the 8 acre parcel described above and that the pool would be operated essentually in the daylight hours, and that the pool will be managed, maintained and life-guarded by professionals in this field on a yearly contract basis; and

WHEREAS, William Rasch, Engineer, associated with Purdom & Jeschke, appeared and testified as to the location of the property as above described and its relation to the general vicinity and he indicated that the Applicant would acquire a right of way from the Gas & Electric Company to build a service road to the Swim Club under the Gas & Electric transmission lines, and that the Sellers of the property, John W. Boone and Mary Boone, would improve existing Marydell Road to the point where the Gas & Electric transmission lines begin and he testified that the Applicant had submitted a Petition for the Planning Commission of Howard County for approval of this conveyance as is required and he indicated that the planned parking lot as shown on the drawing will be located behind and adjacent to the pool facility; and

WHEREAS, Gerry Weiss of Ira Riggers, Inc., pool builders, appeared and presented the plans and specifications which the Applicant is considering for the swimming pool and he indicated that the pool will be an L-shaped olympic-size pool, 25 yards by 25 meters, with 1 and 3 meter diving boards and underwater pool lighting and that the specifications required the construction of a one-acre chain link fence around the pool area; and

WHEREAS, the Board has examined the property as well as the general neighborhood and has carefully considered all the evidence, including the testimony, exhibits, and other data presented to it and in light of the limitation guides and standards set forth in Section 30 and 31 of the Zoning Regulations, it is the opinion of the Board that the proposed use will not menace the public

health, safety, security, morals or general welfare or will not result in dangerous traffic conditions, nor will not jeopardize the lives or property of the people living in the neighborhood, and therefore, the permit applied for shall be granted and approved subject to the limitations and conditions as hereinafter provided.

NOW, THEREFORE, BE IT ORDERED AND RESOLVED, this 28th day of April, 1965, by the Board of Zoning Appeals of Howard County, that the application of the North St. John's Swim Club, Inc. for a permit for the 8 acre parcel, the subject of this application as shown on said plat hereinbefore referred to, for a private swim club, pursuant to the provisions of Section 19.21 of the Zoning Regulations of Howard County, be and the same is hereby approved subject to the following conditions and limitations:

1. That the membership of this private swim club shall be limited to 350 family memberships.

2. That the hours of operation for the use of the swimming pool shall be during the daylight hours.

3. That proper safety precautions be made in connection with the use of the swimming pool, including a qualified guard, who shall be on duty at the pool during the hours which the pool is authorized to be open.

4. That commercial sales shall be limited to non-alcoholic beverages, sandwiches, candy, and other similar confections designed to be consumed only on the premises and that alcoholic beverages shall not be brought or consumed on the premises.

5. That the pool and buildings, including accessory buildings, shall set back not less than 50 feet from any adjoining lot lines.

6. That off-street parking shall be constructed in accordance with Section 23 of the Zoning Regulations.

7. That this permit shall be contingent on the granting of approval by the Department of Health of Howard County and upon the approval of the Planning Commission of Howard County for the conveyance of the property.

BOARD OF ZONING APPEALS OF HOWARD COUNTY

Michael Lauriente

Michael Lauriente, Chairman

William W. Pindell

William W. Pindell

Minnie V. Rooney

Minnie V. Rooney

HOWARD COUNTY PLANNING COMMISSION

5 COURT AVENUE
ELLICOTT CITY, MARYLAND
NO. 5-5000 EXT. 61, 62

COMMISSION
WILMER M. SANNER, Chair.
WILLIAM P. BRENDEL
E. MARCUM LYNCH
CHARLES E. MILLER
DORIS S. THOMPSON

COUNSEL
ROBERT E. WIEDER

PLANNING DIRECTOR
THOMAS G. HARRIS, JR.

RECEIVED
APR 27 1965
ZONING DEPT.

April 27,1965

The Board of Zoning Appeals
Court House
Ellicott City,Maryland

Re:Case No.483-C
Richard M.Hemphill
Special Permit

Gentlemen:

At its regularly scheduled meeting held on Wednesday, April 21,1965, the Planning Commission considered the request of Richard M.Hemphill, for approval of a Special Permit to operate a private Swim Club in an R-20 District. The Planning Commission submits the following findings for the Board to consider:

LOCATION OF PROPERTY: On property beginning about 600 feet east of existing Marydell Road; west of the western right-of-way line of proposed Route 29 extended and east of the existing Baltimore Gas & Electric Transmission Line right-of-way.

REQUESTED CHANGE: Request for a Special Permit under Section 19.21 of the Zoning Regulations to operate a private Swim Club.

PRESENT ZONING OF SUBJECT PROPERTY: R-20 District.

AREA: Approximately 8 acres of land, more or less.

THE PLANNING COMMISSION SUBMITS THE FOLLOWING FINDINGS:

A. Public Water is available from Marydell Road.

B. Public Sewers are not available at the present time, but will be completed within a year in this area.

C. The General Plan calls for the subject property to be single-family residential and to border the highway at the interchange of I-70N and extended Route 29.

D. The property does not interfere with any State Road Plans or County Road Plans.

E. Provisions for parking as mentioned in Section 23.0111 of the Howard County Zoning Regulations should be followed.

F. The subject property slopes to the east to drain in the Sucker Branch Watershed. Beyond the transmission line is rolling wooded land, which contains a pond directly east of Marydell Road. The woods are the eastern line of the property and the edge of the State Roads Commission right-of-way. To the northeast the subject property is bounded by woods and to the west and south bounded by open fields.

G. Marydell Road is a County Road for a distance of 760 feet from St.John's Lane. The subject property does not presently have right-of-way access to the termination of Marydell Road, a distance of approximately 500 feet. It is the understanding of the Planning Commission, that a 250' long road right-of-way across the Baltimore Gas and Electric Company transmission line right-of-way has been requested by the petitioner. The present land owners, Mr. and Mrs. John W. Boone, must request that the division of the eight (8) acre parcel from the present land holdings and the creation of a private road right-of-way be approved by the Planning Commission, before the conveyance of the land is consummated. If the present property owners wish to extend the residential subdivision on Marydell Road, beyond the present development, the subdivision of land must be approved by the Planning Commission in accordance with the Subdivision Regulations, which includes minimum standard road improvements.

H. The Planning Commission believes that the petitioner's request would not be detrimental to the adjoining properties nor to the General Plan.

If you should have any questions concerning the above findings, please contact this office.

Sincerely yours,

Thomas G. Harris, Jr.

THOMAS G.HARRIS,JR.
Planning Director

TGH,JR.:ba

EXHIBIT B

HOWARD COUNTY GOVERNMENT
Department of Planning and Zoning
FORMAL NOTICE
ZONING/SUBDIVISION AND LAND DEVELOPMENT REGULATIONS

Case Number: CE-24-066
Premises in Violation: 9200 Marydell Road
Ellicott City, MD 21042

Date of Notice: 06/25/2024
Responsible Party: North St Johns Swim Club, Inc.
Serve: Susan C. Walker,
Resident Agent
2337 Ballard Way
Ellicott City, MD 21042

Tax Map 17 Block 16 Parcel 502 Lot _____

An inspection to the premises identified above was conducted on May 23, 2024, June 3, 2024 and June 18. 2024. You are hereby notified that the following violations of the Howard County Zoning and/or Subdivision and Land Development Regulations exist on the premises:

Municipal Code	Description	Action required
108.0.B&C&H & 131.0.H & 131.0.N.6	Expansion of an approved Conditional Use (BZA-483-C) for a private swim club without Hearing Examiner's approval on a R-20 (Residential: Single) zoned property.	Bring the property back to what was originally approved by BZA-483-C OR apply for and receive approved expansion of an approved Conditional Use.
134.0.C	Use of outdoor lighting that is not in compliance with Section 134.0.C. Use of lighting that is not drected downwards. Use of lighting directed towards residential districts. Use of lighting that emits light above the horizontal plane on a R-20 (Residential: Single) zoned property.	Alter the lighting to comply with Section 134.0.C. Direct lighting down and away from residential districts. Implement lighting that does not emit light above the horizontal plane.

The violations listed above must be corrected and the property brought into compliance with the regulations within 30 days of the date of this notice. If you fail to meet this deadline, you will be subject to the following actions, pursuant to Title 16 and Title 24 of the Howard County Code: (1) civil penalties carrying fines of $250 to $500 for each day that the violation persists and (2) an injunction or other appropriate action in a Court of Law. Pursuant to Title 16, failure to pay any civil fines assessed or any costs incurred by the County for work done to abate the violation shall become a lien on the property.

Upon receipt of this notice, please contact me by calling (410) 313-3362 or writing to the Department of Planning and Zoning, Division of Public Service and Zoning Administration, Attn: Tamara Frank, 3430 Court House Drive, Ellicott City, MD 21043.

I solemnly affirm to the best of my personal knowledge, that the contents of this violation notice are true and that I am competent to testify on these matters.

Tamara A Frank

Tamara Frank, Zoning Inspector II 6/25/2024
tfrank@howardcountymd.gov
Division of Public Service and Zoning Administration

JJH:taf

CERTIFIED MAIL RETURN RECEIPT REQUESTED AND REGULAR MAIL

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0482, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

2/28/2024 09:44 AM Csh 0028 Reg 0071
T/Ref 0071000078 Grp 000001 R/Line 000001
Validation Number: 0071-000103
Recordation Tax Amount: $0.00
Consideration Amount: $0.00
Transfer Tax Amount: $0.00
Consideration Amount: $0.00
Parcel Number: 2245744
Doc Type: Easements

EXHIBIT C

Tax ID No: 02-245744

NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT RESTRICT USE, SUBDIVISION, AND SALE OF LAND IN PERPETUITY AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE ENCUMBERED PROPERTY IS CONVEYED.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this 27th day of February, 2024, by and between NORTH ST. JOHNS SWIM AND TENNIS CLUB, INC., being known of record as NORTH ST. JOHNS SWIM CLUB, INC., having an address at PO Box 473, Ellicott City, Maryland 21043 (collectively, "Grantors") and the HOWARD COUNTY CONSERVANCY, INC, a Maryland nonprofit corporation, having an address at 10520 Old Frederick Road, Woodstock, Maryland 21163 ("Grantee").

ARTICLE I. PARTIES AND PROPERTY

A. Grantors and Property. Grantors own in fee simple 8 acres, more or less, of certain real property located in Howard County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to Grantors by John W. Boone and Mary O'Donnell Boone by Deed dated May 8, 1965 and recorded among the Land Records of Howard County, Maryland in Liber 436, Folio 507 (the "Property"). The address of the Property is Marydell Road, Ellicott City, Maryland 21042. The Property is identified on Tax Map 17, Parcel 502. (Exhibit A.)

The Property consists of over 4 acres of woodland and contains portions of two tributary streams to Sucker Branch.

B. Grantee. The Howard County Conservancy, Inc. is a nonprofit tax exempt organization within the meaning of 26 USCA § 501(c)(3) of the Internal Revenue Code ("IRC") of the United States, established for preserving the natural environment, agricultural resources, and unique historic sites, and is a "qualified organization" within the meaning of Section 170(h)(3) of the IRC.

ARTICLE II. GRANT OF PERPETUAL CONSERVATION EASEMENT

A. Grant of Conservation Easement. NOW, THEREFORE, in consideration of One Hundred and Twenty Thousand Dollars ($120,000), and in recognition of the Conservation Purposes of the Property defined below, Grantors, for themselves, their personal representatives, successors and assigns, unconditionally and irrevocably do grant and convey to the Howard County Conservancy, Inc., its successors and assigns this perpetual, Conservation Easement in, on, and over the Property, for the purpose of ensuring the perpetual preservation and conservation of the Property by restricting and limiting the use and development of the Property in perpetuity.

LR - Agreement 20.00
Recording Fee
Name: howard county conservancy inc
Rec: 1
LR- Agreement 40.00
Surcharge
SubTotal: 60.00
Total: 115.00
02/28/2024 10:10
CC0503 - CC13-KS
Howard Co Ellicott
Receipt/CC05.03.07 -
Register 07

Total 115.00
Recording $55.00
Surcharge 60.00
CC0503 - CC13-KS
Howard Co
Receipt/CC05.03.07 -
Register 07

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0483, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

B. Acceptance of Conveyance. Grantee intends hereby to accept this Conservation Easement and to hold this Conservation Easement exclusively for conservation purposes. Grantee is able to and will monitor and enforce this Conservation Easement.

C. Perpetual Duration of the Conservation Easement. This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI.B., it runs with the land as an incorporeal interest in the Property, and it is enforceable with respect to the Property by Grantee against Grantors and their personal representatives, heirs, successors, assigns, and on all future owners of the Property.

D. Retained Property Rights. Grantors remain owners of their fee simple interest in the Property and therefore retain the right to sell, devise, transfer, lease, mortgage, or otherwise encumber the Property subject to the Provisions of this Conservation Easement. Grantors retain the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property.

E. Grant of Unreserved Property Rights to Grantee. Grantors hereby grant to Grantee all rights except those rights specifically reserved herein that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the Parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantors further agree that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

F. No Grant of Public Access. Although this Conservation Easement will benefit the public, the grant of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever.

ARTICLE III. CONSERVATION PURPOSES AND ATTRIBUTES

A. Conservation Purposes. The conservation of the Property will preserve the environmental resources on the Property in perpetuity by limiting or extinguishing development rights so that the environmental resources will remain undisturbed. The conservation of the Property furthers the following Conservation Purposes, which are more fully described in Exhibit B, which is incorporated herein: (1) the protection of streams, (2) the protection of Forests and woodland, and (3) The preservation of land areas for outdoor recreation by or the education of the general public ("Conservation Purposes").

The intention of the Grantors and the Grantee is for this Conservation Easement to preserve and protect in perpetuity the Conservation Purposes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Purposes. The Conservation Purposes are not likely to be adversely affected to any substantial extent by the continued use of the

Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are allowed herein.

B. Conservation Attributes. The specific features of the Property that have been deemed worthy of perpetual protection by this Conservation Easement constitute the Conservation Attributes of the Property ("Conservation Attributes"). The Conservation Attributes are listed and described in Exhibit B.

ARTICLE IV. DEFINITIONS

A. "Agriculture" or "Agricultural" means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. This includes, by way of example and not limitation, the related activities of: tillage, fertilization, harvesting and mowing, irrigation, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

B. "Athletic fields" means a developed recreational area, often improved with lighting, impervious surfaces, artificial turf and/or stands for spectators and used for playing a game or sporting activity, practice, or event.

C. "Buffer" means a naturally vegetated area consisting of warm or cool season grasses, shrubs and or trees/forest, or an area established in vegetation of native warm or cool season grasses, shrubs, and or trees/forest that is maintained to protect the adjacent aquatic resources, shoreline/streambank, and the area of habitat along shoreline/stream from manmade disturbances, sediment, excess nutrients, and potentially harmful substances in storm water runoff. Buffer does not mean a vegetated area composed of turf grass or lawn.

D. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property.

E. "Building Area" means those portions of the Property identified and depicted at fixed locations on Exhibit G within which all Buildings identified on Exhibit C and all allowed Buildings must be located and constructed. The Conservation Purpose applies to the land within the Building Area and the Structures allowed therein will not adversely impact the Conservation Purposes.

F. "Commercial" means any use or activity conducted by Grantors or a third party for the purpose of generating revenue or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade, as well as any activity generally recognized as commercial by local zoning authorities in this State.

G. "Conservation Attributes" are those specific features of the Property listed and described further in Exhibit B that are worthy of perpetual protection by this Conservation Easement.

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H. "Conservation Purposes" means purposes of this Conservation Easement as set forth in Article III. A.

I. "Dwelling Unit" means a Building that contains one or more rooms arranged for independent living facilities for at least one person including permanent provisions for (i) sanitation; (ii) cooking; (iii) sleeping; and (iv) other activities routinely associated with daily life.

J. "Ecosystems Services" means the conditions and processes through which natural ecosystems (such as forests, wetlands, grasslands, and endangered species habitat and the species that inhabit them) provide services (such as air and water purification, flood control, carbon and nutrient scrubbing, soil formation, decomposition and filtration of waste, pollination of crops, provision of habitat) that sustain and fulfill healthy human and natural systems.

K. "Ecosystems Services Marketing" means sale, trade, exchange or payment to conserve, establish or enhance a particular natural function or Ecosystems Service.

L. "Forest Areas" means a biological community dominated by trees and other woody plants covering a land area of one acre or greater, or a land area of one acre or greater which formerly had such a biological community and is not currently developed, cleared for Agricultural use, or otherwise converted. The Property contains approximately 4.15 acres of contiguous Forest Area described as a Conservation Attribute in Exhibit B and as identified on Exhibit E.

M. "Grantee" means the Howard County Conservancy, Inc. and any successor or assigns.

N. "Grantors" means the current fee simple owner(s) of the Property, their successors, personal representatives, heirs, and assigns, and all future owners of the Property.

O. "Gross Floor Area" means the area of a Structure calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches, but excluding unenclosed decks, basements and attics.

P. "Industrial" means activities related to the large-scale manufacture, predominantly from raw materials, of finished non-Agricultural products or parts which may include the processing, fabrication, assembly, treatment, packing, storage, or distribution of such products, as well as mining activities and processing of gravel, cement, or similar products.

Q. "Impervious surface", means surfaces composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, tennis or basketball courts, concrete, and asphalt. Uses such as playing fields, playgrounds or picnic areas are not considered impervious, however any paved or compacted gravel roads and/or parking lots accessing a use such as a playing fields, playgrounds or picnic areas will be included in the impervious surface calculation.

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R. "Lien" means a mortgage, lien, or other encumbrance securing the payment of money.

S. "Lienholders" means any person who has a Lien on the Property including but not limited to all mortgagees, all beneficiaries and/or trustees of deeds of trust, and other creditors.

T. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to allowed uses and Structures.

U. "Mitigation and Conservation Banking" means current or future programs with state or federal agencies or private entities intended to provide incentive or compensation for the conservation of rare, threatened, or endangered species or communities by protecting or enhancing their habitats, or for other environmental preservation or enhancement efforts (such as Wetland mitigation, carbon credit, and similar programs).

V. "Not for profit" means a nonprofit or not for profit tax-exempt organization within the meaning of Section 501(c)(3) or 501 (c)(7) of the IRC.

W. "Original Grantors" means the Grantors who signed this Conservation Easement on the date set forth above.

X. "Passive Recreation" or "Passive Recreational" as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing.

Y. "Playing field", means an undeveloped, open air, natural surface area which is used for recreation, such as, but not limited to kickball, soccer or frisbee.

Z. "Playground" means an area with a natural surface (to include mulch, sand, or shredded rubber) improved with but not limited to swings, slides and similar play equipment.

AA. "Private" means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the allowed Dwelling Unit(s) or allowed uses on the Property.

BB. "Provisions" means the covenants, terms, conditions and restrictions in this Conservation Easement.

CC. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground.

DD. "Utilities" means commercial or non-commercial utilities to serve allowed uses and Structures on the Property and includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and

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delivery systems, telephone and communication systems, and renewable energy systems, including, but not limited to: solar energy devices; geothermal heating and cooling systems; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems not otherwise prohibited by law.

EE. "Vegetation" means trees, shrubs, grasses or other vegetation.

FF. "Wetlands" means portions of the Property defined by Maryland law or federal law as wetlands at the time of the proposed activity.

ARTICLE V. LAND USE AND STRUCTURES ON THE PROPERTY

A. General. This Article sets forth specific restrictions and prohibitions, as well as allowed activities, uses and Structures on the Property encumbered by this Conservation Easement. In addition to the specifically enumerated Provisions described below, other uses of the Property that are otherwise consistent with the Conservation Purposes of this Conservation Easement are allowed.

B. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantors and activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes and Conservation Purposes including: water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

C. Agricultural Uses and Activities. Agricultural uses and activities allowed by local, state, and federal law are allowed on the Property on a Commercial and a non-Commercial basis as set forth in Article V.D.

D. Commercial Uses and Activities. The following Commercial uses and activities are allowed only if they are limited in scale to those appropriate to the size and location of the Property and as long as they do not materially and adversely affect the Conservation Purposes and Conservation Attributes as determined by the Grantee.

1. Commercial activities directly supporting the mission of a not-for-profit owner of the Property such as but not limited to, swim or dive meets at a swim club or athletic tournaments at an athletic facility, provided that the intensity or frequency of the activity or use does not materially and adversely affect the Conservation Purposes and Conservation Attributes or require an increase of the impervious surface on the property to more than 104,000 square feet.

2. Commercial activities conducted within allowed Structures, Buildings, or Dwelling Units on the Property provided that the intensity or frequency of the activity or use does not materially and adversely affect the Conservation Purposes and Conservation Attributes;

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0487, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

Fairfax County (Land Records) WAR 22269, p. 0488, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

3. Seasonal or occasional outdoor Commercial activities that are accessory to the not-for-profit uses of the Property such as but not limited to swim club membership parties, events and meetings;

4. Seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property such as but not limited to hayrides, corn mazes, farm animal petting zoo, pick your own produce, and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities such as the sale of apple cider at one of the above-referenced activities;

5. Commercial, Passive Recreational uses operated by the Grantors. Structures associated with these uses must be allowed according to Article V.F(3) below.

6. Commercial Ecosystems Services Marketing and Commercial Mitigation and Conservation Banking, with the approval of Grantee as per Article V.N and Article VII; and

7. Athletic Fields, with the approval of the Grantee as per Article VII.

The following Commercial uses and Activities are prohibited:

8. Industrial uses and activities are prohibited; and

9. Golf courses are prohibited.

E. Private, Passive, Recreational Uses and Activities. Private, Passive, Recreational uses and activities are allowed on the Property but shall be limited in scale to those appropriate to the size and location of the Property and shall not impact Conservation Attributes.

F. Structures, Buildings, Dwelling Units, and Means of Access. Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, unless such development rights are reserved to the Grantors as stated within this section or included among those listed in Exhibit C:

1. One (1) single-family Dwelling Unit. The Dwelling Unit may not exceed a Gross Floor Area of five thousand (5,000) square feet. The location or relocation of the Dwelling Unit must be contained completely within the Building Area depicted and described on Exhibit G. The square footage of the dwelling unit may not cause the total impervious surfaces on the property to exceed 104,000 square feet. The total number of all Dwelling Units on the Property shall never exceed one (1). The location of any new Structure containing a Dwelling Unit shall be subject to Grantees' approval as further set forth in Article VII below;

2. non-residential Structures designed, constructed, and utilized for the purpose of serving the allowed residential uses on the property, for example: a detached garage; a pool house; or a swimming pool, must be contained completely within the Building Area depicted and described on Exhibit G. These Structures may be remodeled, renovated, replaced, or maintained without the prior written approval of Grantee if such remodel, renovation or replacement is within the Building Area. The square footage of non-residential Structures may not cause the total impervious surfaces on the property to exceed 104,000 square feet.

3. non-residential Structures or uses designed, constructed, and utilized in connection with the not-for profit uses of the Property such as tennis courts, basketball courts and picnic pavilions must be contained completely within the Building Area depicted and described on Exhibit G. Non-residential Structures may not cause the total impervious surfaces on the property to exceed 104,000 square feet. This Provision shall not be construed to allow an additional Dwelling Unit, even if the Structure is designed, constructed, or utilized for dwelling or residential purposes associated or in conjunction with the Not-for-Profit uses of the Property;

4. non-residential Structures designed, constructed, and utilized in connection with the Agricultural uses of the Property must be contained completely within the Building Area depicted and described on Exhibit G. The square footage of the non-residential Structures may not cause the total impervious surfaces on the property to exceed 104,000 square feet. This Provision shall not be construed to allow a Dwelling Unit, even if the Structure is designed, constructed, or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property;

5. Means of Access serving the Building Area depicted and described on Exhibit G and other allowed uses; provided, however, that any new Means of Access is subject to Grantees' approval in accordance with the provisions of Article VII below;

6. fencing, fences, and gates, may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities allowed by this Conservation Easement, as long as they do not diminish or negatively impact the Conservation Purposes of the Property;

7. Structures allowed pursuant to Article V;

8. Structures identified on Exhibit C, can be modified, renovated, or replaced as long as such alterations do not increase the Gross Floor Area of the Structure beyond the maximum Gross Floor Area allowed in F(10) below nor cause the Structure to encroach on the Property beyond the boundaries of the Building

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Area where the Structure is located at the time of the grant;

9. All allowed Structures may be remodeled, renovated, replaced, or maintained without the prior written approval of Grantee, provided they are located within the Building Area depicted and described on Exhibit G and do not exceed the total Impervious Surface allowed in F (10) below; and

10. The total Impervious Surface on the Property shall never exceed 104,000 square feet.

G. Utilities. Grantors may repair and replace existing Utilities and may install new Utilities that are sized and designed solely to serve the Property but may not do so for the purpose of facilitating development, use, or activities on an adjacent or other property. Cellular communication Structures are prohibited. Solar energy devices are allowed to be installed on an allowed Building or, with approval of Grantee pursuant to Article VII, on a Structure that is not a Building. To the extent allowed by law, any net excess generation produced by allowed renewable energy installation(s) may be credited to the Grantors' utility bill or sold to the utility and shall not constitute an impermissible Commercial activity.

H. Grants to Others Across and Upon the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of the Grantee, as per Article VII. Other conservation easements such as forest easements and wetland easements, as well as overlay easements pursuant to Article V. may only be granted to any person or government agency in, on, over, or under the Property with the prior written approval of Grantee per Article VII.

I. Subdivision. The division, partition, subdivision, or boundary line adjustment of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years ("Subdivision," or "Subdivided" as the case may be), is prohibited. Grantee, may, however, approve the Subdivision of the Property for reasons which Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition. No such approved Subdivision may result in any portion of the Property being removed from this Conservation Easement.

J. Buffer Requirements. A one-hundred (100) foot Buffer along each side of the unnamed tributary streams as measured from the edge of the stream bank is required on the Property. Grantors shall maintain such Buffer if it currently exists or allow it to naturally revegetate or plant such Buffer strip with native species. Once established, Grantors shall not disturb such Buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access and associated Structures, subject to Grantees' approval, per Article VII; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species by means of mowing or removal of dead, diseased, or infested trees

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as provided for in Article V.K.; (5) access to portions of the Property which are accessible only by crossing the water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality; and (8) the existing structures and paved surfaces as described in Exhibit C. Seasonal mowing of portions the Buffer that are native warm or cool season grasses not dominated by woody vegetation as a means of maintaining native warm or cool season grasses does not constitute a prohibited disturbance. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the Buffer. The Buffer shall comply with Article V.O. of this Conservation Easement.

K. Forest Management. In the Forest Areas shown and depicted on Exhibit E there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of Vegetation unless: (i) it is in compliance with a Forest Stewardship Plan as required by this section and the FIDS Guidelines; (ii) it is in accordance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, or comparable provisions of any guidelines, regulations or other requirements which may replace the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland in the future; and (iii) said activity does not undermine the Conservation Purposes and Conservation Attributes of the Property. The conversion of a forest to non-forest land is prohibited in the Forest Areas.

Within one year of the recordation of this Conservation Easement, Grantors shall obtain a Forest Stewardship Plan for any active management in the Forest Areas of the Property. The Forest Stewardship Plan must at all times be reasonably current, but in no event more than fifteen (15) years old. The Forest Stewardship Plan shall be prepared by either the Maryland Department of Natural Resources Forest Service, or by a forester licensed and registered in Maryland. The Forest Stewardship Plan shall be reviewed and approved by Grantee. A copy of the Forest Stewardship Plan shall be provided to Grantee no later than thirty (30) days after its completion. The primary objective of the Forest Stewardship Plan shall be trail and passive recreation management. At a minimum, the Forest Plan shall include:

1. an inventory of any physical and natural features of the Property (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;

2. a vegetation map and possibly a soils map and topographic map;

3. an access plan for the Property, including all areas to be commercially managed;

4. erosion control measures, specifically addressing water bodies and Wetland areas; and

5. management strategies for sensitive habitats such as riparian areas (including the

need to leave cover over water bodies and plans for the control or removal of invasive and exotic species and dead, diseased, or infested trees), rare, endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above.

L. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other allowed uses on the Property; (2) the construction and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access allowed under this Conservation Easement; or (3) erosion control. This Conservation Easement does not allow or require Grantee to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

M. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner that would affect the surface or alter the topography of the Property is prohibited, whether by Grantors or third parties, except for: (1) the purpose of combating erosion or flooding; (2) Agriculture or other allowed uses on the Property; (3) Wetlands or stream bank restoration; or (4) the construction and/or maintenance of allowed Structures, and associated Utilities, Means of Access, man-made ponds or pools and wildlife habitat. Grantors shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. Surface and sub-surface mining is prohibited.

N. Signage. No permanent billboard, sign, or advertisement on or over the Property shall exceed sixteen (16) square feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs that address hunting, fishing, or trespassing (including signs or blazes on trees) may be placed the lesser of one hundred (100) feet apart or the distance required by law and in such cases shall not be larger than six (6) square feet. Temporary signs posted on the property for less than six (6) months are not subject to the provisions of this paragraph.

O. Ecosystems Services, Ecosystems Services Marketing, and Mitigation and Conservation Banking. If Grantors wish to develop or enhance existing Ecosystems Services on the Property, Grantors may do so by installing vegetative treatments and by excavating, filling and grading for forest or grassland establishment, erosion control measures, streambed or stream bank restoration, habitat restoration or wetland creation or restoration; provided, however, that such actions must be consistent with the Conservation Purposes of the Property as they are identified in this Conservation Easement. If Grantors wish to create wetlands in an upland area, Grantors may do so only if Grantors have verified through a third-party that such area has either historical or current evidence of two or more of the following: (a) hydric soils; (b) hydrophytic

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vegetation; or (c) wetland hydrology. In connection with such activities, Grantors may construct new Structures (including but not limited to dams, weirs, water flow control gates) but not new Buildings. Grantors reserve the right to enter into agreements whereby Grantors agree to manage or allow a third party to manage the natural resources associated with the Property in a specific manner consistent with this Conservation Easement. Overlay conservation easements implemented pursuant to this Provision are subject to approval by Grantee per Article VII. Grantee will not subordinate this Conservation Easement to an overlay conservation easement. With approval of Grantee as further set forth in Article VII below, Grantors may engage in Ecosystems Services Marketing and/or Mitigation and Conservation Banking on the Property on a Commercial basis.

ARTICLE VI. DUTIES AND WARRANTIES OF GRANTORS

A. Continuing Duties of Grantors. Grantors agree that they will protect the Conservation Purposes and Conservation Attributes of the Property and that they will notify Grantee in writing before undertaking an activity on the Property not expressly prohibited by this Conservation Easement that may have a significant, adverse effect on the Conservation Purposes or Conservation Attributes.

B. Notice of Change of Ownership as Required by State Law. Grantors shall notify Grantee in writing of the names and addresses of any person to whom the Property, or any part thereof, is sold or conveyed as required by Maryland Code, Annotated, Real Property Article §10-705(f).

C. Reference to Deed of Conservation Easement. Grantors agree to make specific reference to this Deed of Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

D. Subordination. Grantors warrant to Grantee that the Property, is, as of the effective date of this Conservation Easement, free and clear of Liens, or, if it is not, that Grantors have obtained the legally binding subordination of the Liens affecting the Property as of the effective date of this Conservation Easement.

E. Warranties. The Original Grantors who signed this Conservation Easement on the date set forth above are the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantee. The Original Grantors warrant that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantee. The Original Grantors warrant that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantee harmless against any claims of contamination from such substances. The Original Grantors warrant that Exhibit C is an exhaustive list of all Structures on the Property.

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ARTICLE VII. GRANTEE APPROVAL PROCESS

A. Grantee Approval for Contingent Reserved Rights: As described in this Conservation Easement, Grantors must give written notice to Grantee before taking certain actions on the Property or exercising certain reserved rights. In specific circumstances described herein, Grantee must first give their approval that such action(s) will not adversely affect the perpetual duration of the Conservation Purposes and Conservation Attributes of the Property. The Grantee will provide to Grantor the basis of a negative determination. These specified circumstances include, but are not limited to:

1. location of any new Structure containing a Dwelling Unit and conversion of an existing Structure to contain a Dwelling Unit, as per Article V.F(1);
2. confirmation of the Gross Floor Area of any Structure containing an allowed Dwelling Unit, as per Article V. F (1);
3. location, configuration, and dimensions of any new or re-located Means of Access as per Article V.F (5);
4. location, configuration, and dimensions of a parking area and Means of Access for allowed uses, including those uses allowed by Article V.D as per Article V.F (5);
5. location, configuration, and dimensions of a solar panel on a Structure that is not a Building, as per Article V.G. or approval of a Structure the sole purpose of which is to hold a solar panel;
6. location, configuration, and dimensions of access across the Property for utilities or roadways serving another property, as per Article V.H.;
7. Subdivision of the Property, as per Article V.I.;
8. Structures associated with Passive Recreational water uses, located within the 100-foot Buffer strip, as per Article V.J(2);
9. use of the Property for Commercial Ecosystems Services Marketing or Mitigation and Conservation Banking, as per Article V.O; and
10. notice of potential use per Article VI.A.

B. Requirements for Grantors' Request for Approval. Grantors' request for approval shall be in writing and shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to allow the Grantee to make an informed determination regarding approval or denial of the request. Grantors shall submit such plats, maps, Subdivision plans, drawings, photographs, written specifications, or other materials as Grantee may request. Such materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantee will not approve a request for a Subdivision if Grantee has not received written consent of all persons who hold a property interest in the portion of the Property subject to the request.

C. Grantees' Response to Grantors' Request for Approval. Grantee has the right to deny any request described in this Article, or any similar request, in their sole discretion upon a determination that the proposed action or land use would negatively impact protected Conservation Purposes and Conservation Attributes of the Property. Grantee shall render a

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decision and respond to the request within ninety (90) days after receipt of the request, unless the time for consideration is extended by mutual agreement of the parties. If Grantee does not respond to the request within ninety days of submission, such non-response shall be deemed a constructive denial by the Grantee. A constructive denial is not a decision by Grantee on the merits of Grantors' request, it is not final or binding on Grantee, and Grantors may resubmit the same or a similar request for approval.

ARTICLE VIII. GRANTEES' RIGHTS AND DUTIES REGARDING STEWARDSHIP AND ENFORCEMENT OF THE CONSERVATION EASEMENT

A. Right of Inspection of Property. Grantee, their employees and agents, have the right to enter the Property for the purpose of inspecting and surveying the Property to assess compliance with this Conservation Easement. Grantors specifically grant permission to the Grantee to photograph and video-record the Property, Structures, and activities being conducted upon the Property. In the course of such inspection, Grantee may inspect the interior of Buildings and Structures allowed by Article V.F(2), (3), and (4) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Grantee and Grantors as to whether a Building or Structure is a Dwelling Unit which would not otherwise be allowed by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantors at the Grantors' sole expense. Grantee may also monitor the Property at any time and without notice using aerial imagery obtained in compliance with state and federal law.

B. Remedies for Grantee Upon Violation of Conservation Easement. Upon any violation, or upon notice of imminent violation, of this Conservation Easement, and after notice to Grantors and allowance of time to cure, Grantee may seek any legal or equitable remedy, together with all associated costs and fees, including, but not limited to:

1. a lawsuit to seek injunctive relief to specifically enforce the Provisions of this Conservation Easement, to restrain present or future violations, and to compel restoration of natural resources and Conservation Attributes destroyed or altered as a result of the violation;

2. an order that the Property and any natural resources and Conservation Attributes destroyed or altered as a result of the violation be restored promptly to the condition required by this Conservation Easement at the expense of the Grantors; and

3. a money judgment together with interest as allowed by applicable law upon a judicial determination that a violation of the Provisions of this Conservation Easement has caused irreparable harm to the Conservation Purposes.

C. Imminent Harm. No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to a Conservation Attribute or other feature of the Property described and subject to the perpetual protection of this

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Conservation Easement.

D. Grantees' Remedies Are Cumulative. Grantees' remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If the Grantee is the prevailing party in any action against Grantors to enforce or defend this Conservation Easement, Grantors shall reimburse Grantee for any costs or expenses incurred by Grantee to enforce, enjoin, defend or cure a breach of the Conservation Easement, including court costs, mediation costs, litigation expenses, including but not limited to survey, appraisal, and expert costs and reasonable attorneys' fees.

E. No Waiver or Estoppel. No failure or delay on the part of Grantee to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Grantee to enforce the same in the event of a subsequent breach or default. The failure or delay of the Grantee, for any reason whatsoever, to take any action required or contemplated hereunder or to discover a violation or initiate an action to enforce this Conservation Easement or any other action shall not constitute a waiver, laches, or estoppel.

F. Right to Interpret the Conservation Easement. The grant of this Conservation Easement to Grantee vests in Grantee the right to interpret the Provisions of this Conservation Easement, and at the request of the Grantors, to provide Grantors with an explanation of the application of the Provisions to then-existing, proposed, or reasonably foreseeable conditions, activities or other impacts on the Property.

ARTICLE IX. BASELINE DOCUMENTATION REPORT

A. By their signatures to this Conservation Easement, the parties acknowledge that the Baseline Documentation Report attached to this Conservation Easement consisting of Exhibits A – G, adequately, accurately, and clearly describes and depicts: (1) the Property; (2) the Conservation Purposes and Conservation Attributes of the Property; and (3) the public benefits gained from the restrictions placed on the Property. This Baseline Documentation Report establishes the conditions of the Property encumbered by this Conservation Easement as of the effective date of this Conservation Easement. Grantors acknowledge the Baseline Documentation Report will be used by Grantee to monitor and enforce the Conservation Easement and to ensure that any changes to the Property or use of the Property are consistent with the Provisions of this Conservation Easement. The use of the Baseline Documentation Report does not preclude Grantee from using other evidence to establish existing conditions of the Property in the event of a dispute. All of the following Exhibits are incorporated into and made a part of this Deed of Conservation Easement:

1. **Exhibit A**: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of three (3) pages.

2. **Exhibit B**: Conservation Purposes and Attributes is attached hereto and made a part hereof. Exhibit B consists of two (2) pages.

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3. **Exhibit C**: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.

4. **Exhibit D**: Color Digital Images of the Property are attached hereto and made a part hereof. Exhibit D consists of a list of the image numbers, vantage points, and image descriptions consisting of one (1) page, a photo point map, and eighteen (18) color digital images.

5. **Exhibit E**: Aerial Photograph and Topographic Map of the Property are attached hereto and made a part hereof. Exhibit E consists of two (2) pages.

6. **Exhibit F**: Tax Map Showing Approximate Location of Property is attached hereto and made a part hereof. This is to be used only by Grantee as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

7. **Exhibit G**: Building Area is attached hereto and made a part hereof. Exhibit G consists of one (1) page.

A complete, color scanned copy of this Baseline Documentation Report is kept on file at the principal office of the Howard County Conservancy.

ARTICLE X. JUDICIAL EXTINGUISHMENT, CONDEMNATION, PROCEEDS, AND AMENDMENT OF THE CONSERVATION EASEMENT

A. Grantees' Easement Percentage Interest. Grantors and Grantee agree that the grant of this Conservation Easement and the restrictions contained herein gives rise to a property right immediately vested in Grantee that has a fair market value at least equal to the proportionate value that the perpetual conservation restriction on the effective date of this grant bears to the value of the Property as a whole as set forth in Treasury Regulation § 1.170A-14(g)(6)(ii). The Grantees' easement percentage interest remains constant.

B. Judicial Extinguishment. The restrictions in this Conservation Easement may only be extinguished upon a determination by a court of competent jurisdiction that a subsequent, unexpected change in the conditions surrounding the Property have made the continued use of the Property for Conservation Purposes impossible or impractical. In the event of extinguishment of the Conservation Easement, Grantee is entitled to their share of the proceeds of any subsequent sale, exchange or involuntary conversion of the Property formerly subject to this Conservation Easement according to the Grantees' Easement Percentage Interest in the property as a whole, as determined and as required under Treasury Regulation § 1.170-A-14(g)(6)(ii).

C. Condemnation. In the event of a condemnation of the Property pursuant to Md. Code Ann., Real Property § 12-101 *et seq.*, the payment of proceeds to the Grantee shall be subject to Section 12-104(g) of Real Property Article, Ann. Code of Maryland. If condemnation of a part or all of the Property by a public authority threatens the perpetuity of this Conservation

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Easement, or a Grantee determines that there is a risk of condemnation, then Grantee may, at their option, join in the negotiations or proceedings at any time to object to the taking and to recover the full value of Grantees' easement percentage interest in the Property and all incidental or direct damages resulting therefrom.

D. Proceeds and Grantees' Use of Proceeds. If this Conservation Easement is terminated in whole or in part by judicial extinguishment or condemnation, Grantee shall be entitled to twenty-five (25) percent of the gross sale proceeds or condemnation award, which is approximately the proportionate value that the perpetual conservation restriction on the effective date of this grant, bore to the value of the Property without deduction for the value of the Conservation Easement on that date, the interest remaining constant over time. Such proceeds received by Grantee shall be used in a manner consistent with the Conservation Purposes of the original contribution. When Grantors pay such proceeds to the Grantee, the payment shall not be later than the subsequent sale, exchange or involuntary conversion of the property, whichever occurs first.

E. Amendment. Grantee and Grantors may amend this Conservation Easement to enhance the Property's Conservation Purposes or add real property subject to this Conservation Easement by an amended, or by an amended and restated deed of conservation easement. Grantee has no obligation under this Conservation Easement, or otherwise, to (1) agree to any amendment; or (2) consult or negotiate regarding any amendment. No amendment shall be made that would: (1) affect the perpetual duration of this Conservation Easement or the perpetual protection of its Conservation Purposes; (2) create an impermissible private inurement or private benefit in violation of federal tax law; (3) allow development, improvements, or uses prohibited by this Conservation Easement on its effective date unless, in Grantees' sole discretion, such development, improvement, or use, either on its own or in conjunction with other measures required by Grantee, is determined to enhance the Conservation Attributes, is consistent with the Conservation Purposes of this Easement, and complies with all applicable federal, state and local laws; (4) conflict with or be contrary to or inconsistent with the Conservation Purposes of this Conservation Easement; (5) reduce the protection of the Conservation Purposes; or (6) affect the status of a Grantee as a "qualified organization" or "eligible donee." For purposes of this Section, the terms impermissible private benefit and inurement shall have the same meanings ascribed to them in IRC Section 501(c)(3) and associated Treasury Regulations. Grantee shall not consent to any amendment of this Conservation Easement unless Grantors submit a written request for amendment pursuant to Grantees' existing amendment policy and such amendment otherwise qualifies under Grantees' policy then in effect respecting conservation easement amendments. An amendment is subject to and dependent upon approval by the Board of Directors of the Howard County Conservancy and must be executed and recorded in accordance with State law among the Land Records in Howard County, Maryland.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Grantee may assign, upon prior written notice to Grantors, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC. Any such successor shall be a "qualified organization" within the meaning

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of Section 170(h)(3) of the IRC. No assignment may be made by the Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purposes.

B. Compliance with Other Laws. The Grantors agree and acknowledge that the provisions of this Conservation Easement may impose greater restrictions upon the Property than local, state, or federal law. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing further limitations on the use of the Property. In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Provision of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantors, comply with said law and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begins to comply; or (ii) if said law leaves to Grantors' discretion how to comply with said law, use the method most protective of the Conservation Purposes of the Property listed herein and in Exhibit B and give Grantee written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply.

C. Construction. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maryland. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be construed in favor of protection of the Conservation Purposes and to promote the purposes of the statutes creating and governing the Howard County Conservancy.

D. Merger. Grantors and Grantee agree that if the Grantee, or their successors or assigns, come to own all or a portion of the fee interest in the Property, then the Grantee shall have the benefit of and be bound by the terms of the Conservation Easement and the obligations of the Grantors, and that this Conservation Easement shall survive and not be extinguished in whole or in part through the doctrine of merger or unity of title for the purpose of protecting the public interest in the enforcement and perpetual duration of this Conservation Easement.

E. Entire Agreement and Severability. This is the entire agreement of Grantors and Grantee pertaining to the subject matter of this grant. The Provisions of this Conservation Easement supersede in full all statements and writings between Grantors and Grantee pertaining to the transaction set forth in this Conservation Easement.

F. Joint and Several. If Grantors at any time own the Property in joint tenancy, tenancy by the entireties, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantee shall record this instrument in a timely fashion among the Land Records of Howard County, Maryland and may re-record it at any time.

H. Notice. Any notices by Grantors to Grantee pursuant to any Provision hereof shall be sent by regular mail addressed to:

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The Howard County Conservancy, Inc
10520 Old Frederick Road
Woodstock, Maryland 21163

or to such other address(s) as Grantee may establish.

Notice to Grantors shall be satisfied by regular mail to the address of the Grantors, or the Property, or by electronic mail to the Grantors.

I. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts by any means authorized by state law, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. Plural and Singular. This Conservation Easement is based upon a form that assumes there are multiple Grantors and one Grantee. Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

TO HAVE AND TO HOLD unto the Howard County Conservancy, Inc., their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto set their hands and seals the day and year above written.

GRANTOR:

_____(SEAL)
Caitlin Selkis, President
NORTH ST JOHN SWIM AND TENNIS CLUB INC
BEING KNOWN OF RECORD AS NORTH ST. JOHNS SWIM CLUB, INC.

PAYMENT OF TAXES
NOT NECESSARY
_____
DIRECTOR OF FINANCE OF HOWARD COUNTY

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0500, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

STATE OF MARYLAND, County of HOWARD, TO WIT:

I HEREBY CERTIFY, that on this 27 day of February, 2024, before me the subscriber, a Notary Public of the State aforesaid, personally appeared ~~Janssen Evelyn~~ Caitlin Selkirk known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 8-11-2025

EARL E. WISE III
My Commission Expires
NOTARY PUBLIC
08-11-2025
ANNE ARUNDEL COUNTY, MD

ACCEPTED BY GRANTEE:

HOWARD COUNTY CONSERVANCY, INC.
a Maryland nonprofit corporation

BY: _____ (SEAL) DATE: 2/27/24
Janssen Evelyn
President

I hereby certify this deed was prepared by or under the supervision of Earl E. Wise III, an attorney admitted to practice by the Supreme Court of Maryland.

Earl E. Wise III

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0501, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

BASELINE DOCUMENTATION REPORT
February 21, 2024

A color scanned copy of this Baseline Documentation Report is kept on file at the principal office of the Howard County Conservancy, Inc.

EXHIBIT A	Boundary Description and Property Reference
EXHIBIT B	Conservation Purposes and Attributes
EXHIBIT C	Inventory of Existing Structures
EXHIBIT D	Color Digital Images of the Property and Photo Point Map
EXHIBIT E	Aerial Photograph and Topographic Map of the Property
EXHIBIT F	Tax Map Showing Approximate Location of Property
EXHIBIT G	Building Areas

This Baseline Documentation Report was prepared by Tabby Fique, the Easement Coordinator at the Howard County Conservancy, Inc. ("Preparer"). The Preparer has been employed at the Howard County Conservancy, Inc. for 18 years and has been trained to document property specific information necessary to develop this Baseline Documentation Report.

_____ _____
Signature of Preparer Date

_____ _____
Signature of Grantors Date

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0502, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Boundary Description and Property Reference
Exhibit A
Page One of Three

BEGINNING for the same at a point on the northeastern-most right of way line of the Susquehanna Transmission Company of Maryland which by deed dated November 29, 1930, and recorded among the Land Records of Howard County, Maryland, in Liber H.S.K. 140 at Folio 24 was granted and conveyed by Thomas M. Johnson, Junior and Sue B. Johnson, his wife, A. Morris Johnson and Esther M. Johnson, his wife, Lee T. Johnson and Katherine L. Johnson, his wife, and George K. Johnson, unmarried, and Mary F. Johnson, single, to the Susquehanna Transmission Company of Maryland, said point of beginning being on and distant 713.60 feet from the beginning of the Fourth or North 78½° East 1351.61 feet line of that parcel of land which by deed dated February 25, 1944, and recorded among the Land Records of Howard County, Maryland, in Liber B.M.Jr. 180 at Folio 546 was granted and conveyed by Thomas M. Johnson, Junior, and Sue B. Johnson, his wife, A. Morris Johnson and Esther M. Johnson, his wife, Lee T. Johnson and Katherine L. Johnson, his wife, and George K. Johnson, unmarried, and Mary F. Johnson, single, to John W. Boone

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0503, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Boundary Description and Property Reference
Exhibit A
Page Two of Three

and Mary O'Donnell Boone, his wife, and running thence leaving said right of way line and binding along part of said Fourth line North 70° 55' 20" East 531.07 feet to a point on the southwesternmost right of way line of Ramp "E", of the proposed Route I-70N as shown on State Roads Commission Plat No. 29878, recorded among the Land Records of Howard County, Maryland, in State Roads Commission Plat Book No. 5, thence binding along said southwesternmost right of way line of said Ramp "E" as shown on State Roads Commission Plats No. 29878 and No. 29879 recorded in said Plat Book No. 5 the two (2) following courses and distances, viz. (1) South 49° 00' 24" East 71.27 feet and (2) 561.66 feet by the arc of a curve to the right having a radius of 1834.86 feet and a long chord bearing South 21° 13' 55" East 559.48 feet, thence leaving said Route I-70N and running for a new line of division as now drawn South 70° 55' 20" West 536.35 feet to a point on the above mentioned northwesternmost right of way line of the Susquehanna Transmission Company which by deed dated November 22, 1930, and recorded among the Land Records of Howard County, Maryland, in Liber H.S.K. 140 at Folio 15 was granted and conveyed by John W. Boone and Mary O'Donnell Boone, his wife, to Susquehanna Transmission Company, thence binding along said northeasternmost line as described in said deed, North 23° 48' 00" West 83.02 feet to a point on the Thirteenth or South 78° 30' East 1409½ feet line of that parcel of land which by deed dated April 12, 1929, and recorded among the Land Records of Howard County, Maryland, in Liber H.S.K. 136 at Folio 106 was granted and conveyed by Thomas M. Johnson, Junior, and Sue B. Johnson, his wife, A. Morris Johnson and Esther M. Johnson, his wife, Lee T. Johnson and Katherine L. Johnson, his wife, George K. Johnson, unmarried, and Mary F. Johnson, unmarried, to John W. Boone and Mary O'Donnell Boone, his wife,

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0504, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Boundary Description and Property Reference
Exhibit A
Page Three or Three

thence continuing the same course binding along said northeastern-most right of way line as described in the Firstly above mentioned deed North 23° 48' 00" West 539.89 feet to the point of beginning, containing 8.00 acres of land more or less.

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0505, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Conservation Purposes and Attributes
Exhibit B
Page One of Two

This Exhibit describes in detail the Conservation Attributes of the Property that are protected pursuant to the Conservation Purposes of this Conservation Easement.

General Physical Description of the Property:
The property is 8 acres along Marydell Road in Ellicott City. It consists of 4.15 acres of woodland and contains portions of two tributary streams of the Sucker Branch.

Conservation Attributes Listed According to the Conservation Purposes :

1. **Protection of streams and wetlands** - The Property is within the Sucker Branch watershed and contains approximately 450 linear feet of a perennial stream and more than 300 linear feet of intermittent stream. These tributary streams are protected by a more than 100-foot forested buffer strip. The existing forested buffer maintains water quality along the unnamed tributaries. Buffer strip standards are consistent with the current guidelines recommended by the Forest Service of the Maryland Department of Natural Resources for contributing to the protection of surface water quality.

2. **Protection of Forests and woodland** - The Property includes 4.15 acres of woodland or 52% of the property.

3. **Scenic Enjoyment of the General Public and Will Yield a Significant Public Benefit -** The property contains approximately 660 feet of scenic road frontage at the end of Marydell Road and 665 feet of frontage along the Route 29 south access ramp from I-70 East. The property is an integral part of the scenic setting of the area. The Conservation Easement will provide the permanent protection of the scenic view along the aforementioned roadways for the benefit of those traveling on said public roads. (Source: Howard County Conservancy Site Visit January 3, 2024).

4. **Preservation of open space pursuant to a Clearly Delineated Federal, State, or Local Government Conservation Policy and Will Yield a Significant Public Benefit -**

    a. **Howard County Purchased Easement Program** - This easement is funded by the Howard County purchased easement program targeting non-profit owned properties with environmental resources. This program is the first of its kind in the State of Maryland. The program provides financial incentives to preserve environmentally significant properties permanently.

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0506, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Conservation Purposes and Attributes
Exhibit B
Page Two of Two

b. **Consistent with the Maryland Environmental Trust Policies** - The scenic and government policy related conservation values of the Property described herein are in furtherance of *The Conservation Easement Policies of the Maryland Environmental Trust* as adopted by MET on June 2, 1991, and most recently updated on September 12, 2016. MET exists pursuant to Natural Resources Article §3-2 of the Maryland Annotated Code, to conserve natural and scenic qualities of Maryland's environment.

c. **Furthers the goals of Maryland SB470 Maryland the Beautiful Act (2023),** which established a goal of protecting 30% of the state land area by 2030, and 40% of the state land area by 2040.

d. **Furthers the goals of HoCo by Design (2024) -** An easement on this property supports several of the goals in HoCo by Design including the "opportunities for further conservation of environmental, agricultural and open space land" (chapter 2 GCF-7); Policy Statement EH-11 "Encourage individual environmental stewardship in daily activities on private and public property"; Policy Statement EH-7 "Expand native tree canopy and forest cover in the county and manage forests to ensure long term health and sustainability and "need for common/open space to be integrated into all neighborhoods" (Chapter 6, DN-5).

5. **Adjacent to Other Protected Lands -** The property abuts open space along 353 feet (15%) of the property perimeter. Open space means a separate lot or area which provides for protection of the environment, for recreation or for public use, including: public facilities such as schools, libraries, fire stations and parks as shown on the general plan or hiking, biking, and equestrian trails.

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0507, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Inventory of Existing Structures
Exhibit C
Page One of One

1. Clubhouse and pools (21,369 ft^2)	Allowed by Article V.F(4)
2. Storage Shed (1,000 ft^2)	Allowed by Article V.F(4)
3. Four tennis courts (25,692 ft^2)	Allowed by Article V.F(4)
4. Basketball court (3,653 ft^2)	Allowed by Article V.F(4)

At the execution of the easement certain existing structures, to include the pool, clubhouse, and parking areas, were located within the 100 foot stream buffer. No additional expansion into the 100 foot buffer will be permitted.

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0508, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Color Digital Images of the Property
Exhibit D
Page One of One

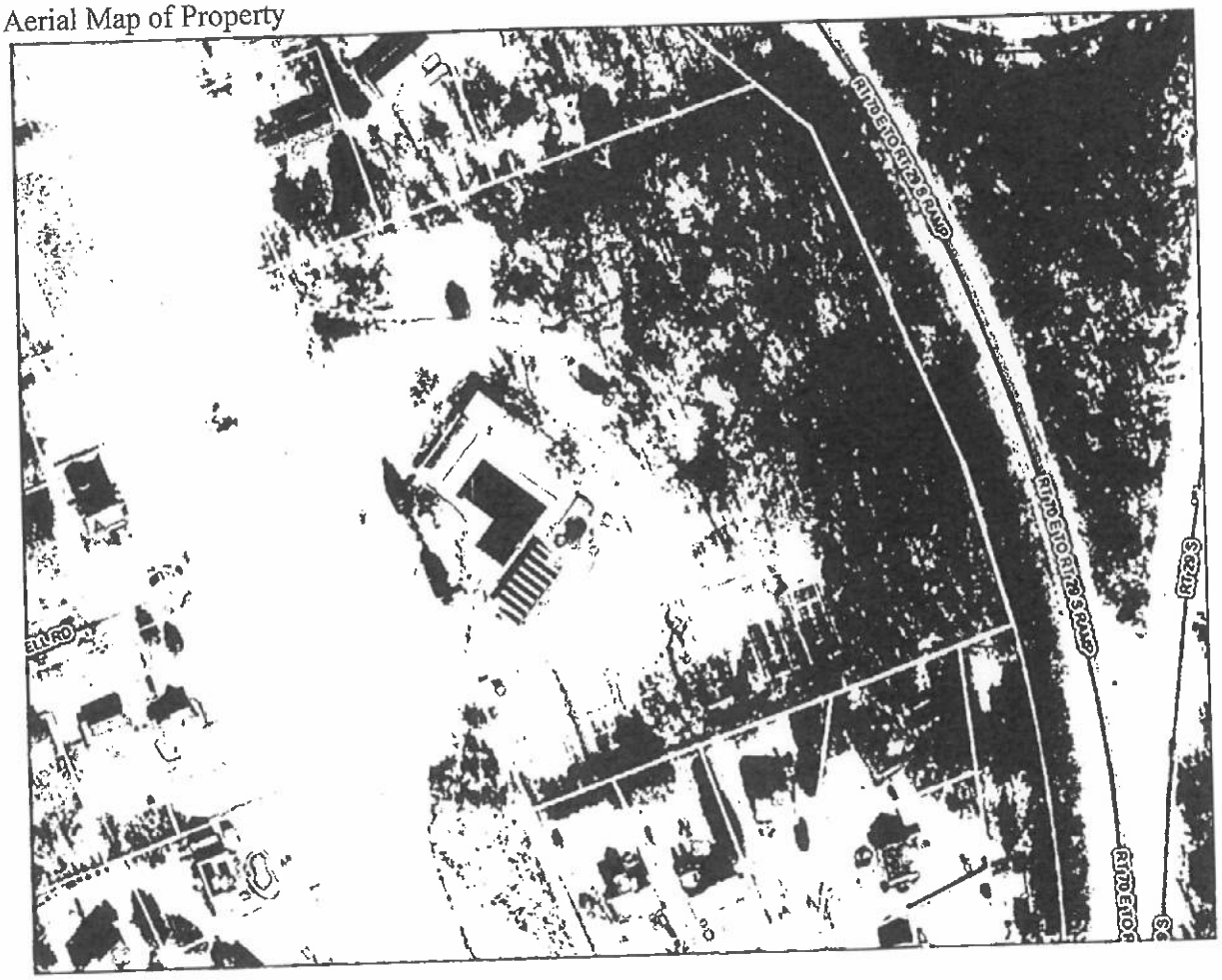
Image File Name: (Image #).jpg		
Image #	**View Toward**	**Image Description**
1	North	Southwest property corner facing west
2	East	Southwest property corner facing north
3	North	southwestern tennis courts and playground
4	Northwest	southeastern tennis courts
5	Northwest	Southeast corner of building area
6	Southwest	Southeast property corner
7	North	Southeast property corner
8	East	Forested east side of property
9	Northwest	Small spring-fed stream
10	East	Northeast property corner
11	Southwest	Northeast property corner
12	East	Parking area northeast of pool
13	West	northernmost parking area along stream with foot bridge
14	Southeast	Northwest property corner
15	Northeast	Northwest property corner
16	East	Small drainage stream along northern property boundary
17	Southeast	Parking area and clubhouse
18	southeast	Pool area



HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0509, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Aerial Photograph and Topographic Map of the Property
Exhibit E
Page One of Two

Aerial Map of Property



HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0510, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

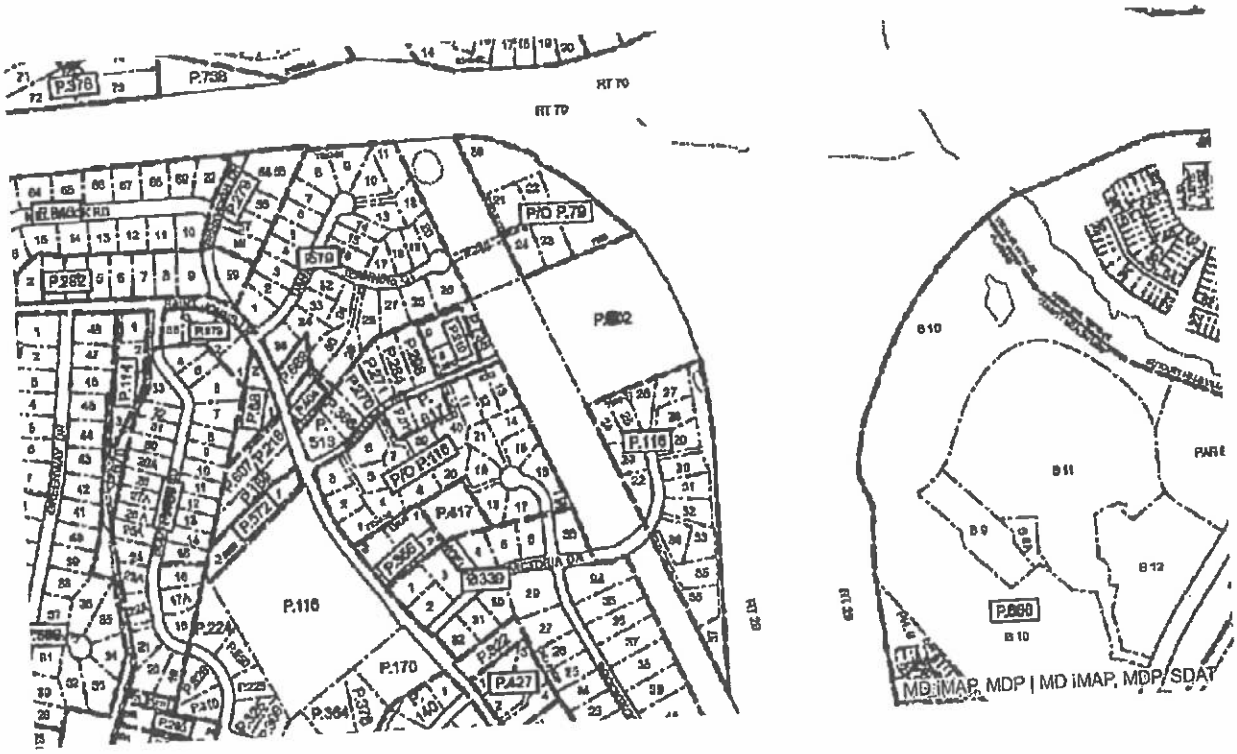
Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Aerial Photograph and Topographic Map of the Property
Exhibit E
Page Two of Two

Topographic Map of Property



HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0511, MSA_CE53_22261. Date available 03/01/2024. Printed 03/20/2024.

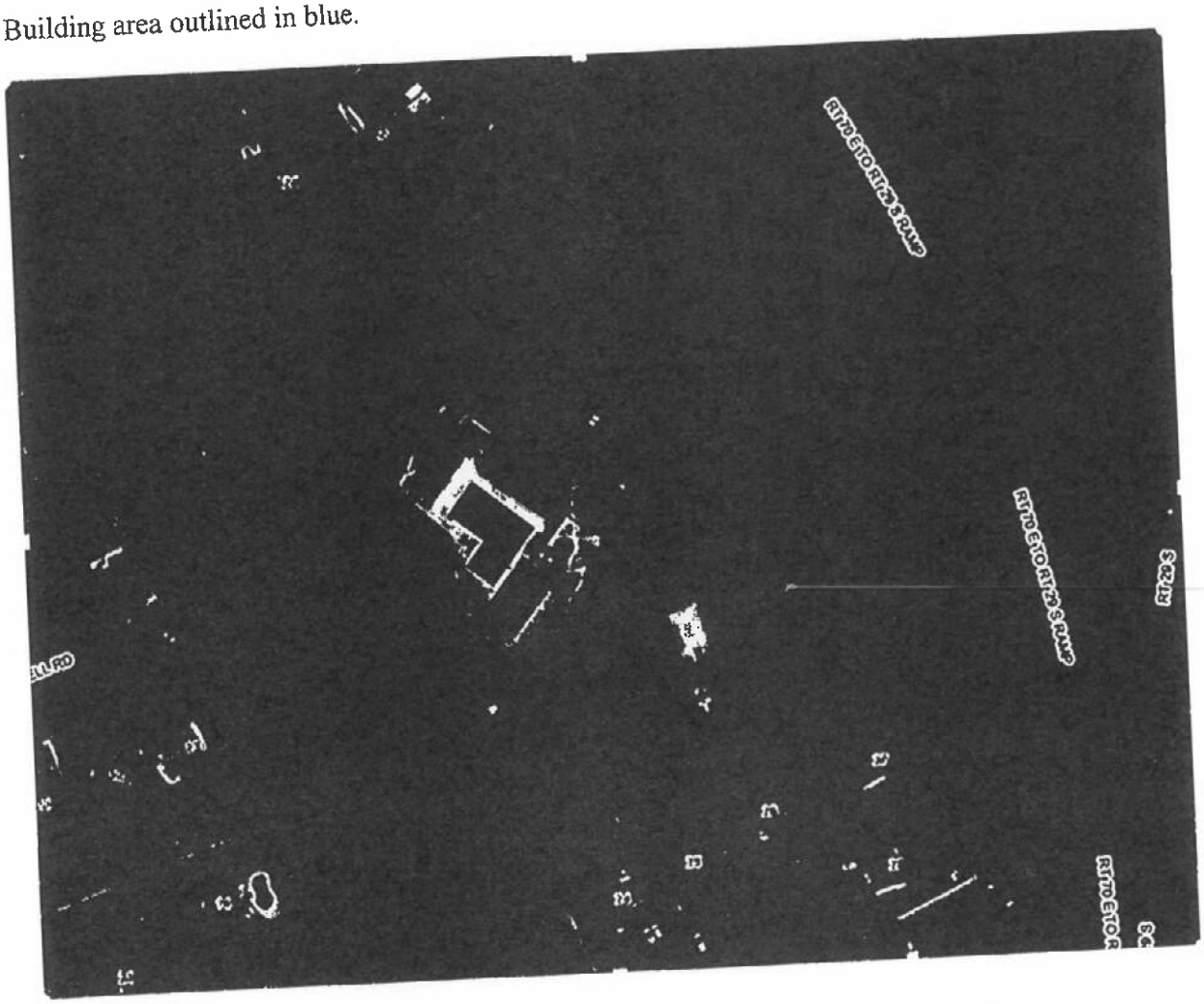
Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Tax Map Showing Approximate Location of Property
Exhibit F
Page One of One



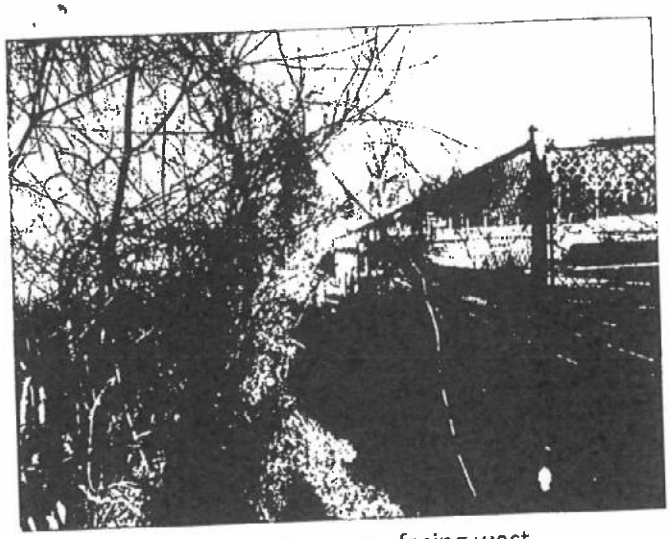
HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0512, MSA_CE53_22261. Date available 03/01/2024. Printed 03/28/2024.

Deed of Conservation Easement
North St. Johns Swim and Tennis Club
Building Areas
Exhibit G
Page One of One

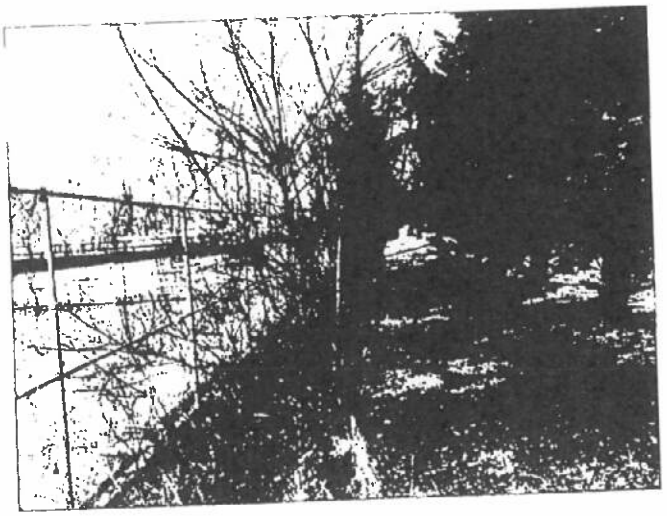
Building area outlined in blue.



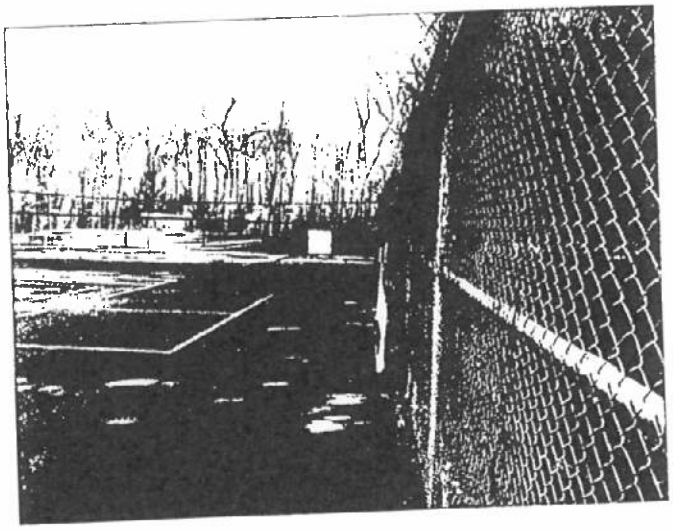
HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0513. MSA_CE53_22261. Date available 03/01/2024. Printed 03/28/2024.



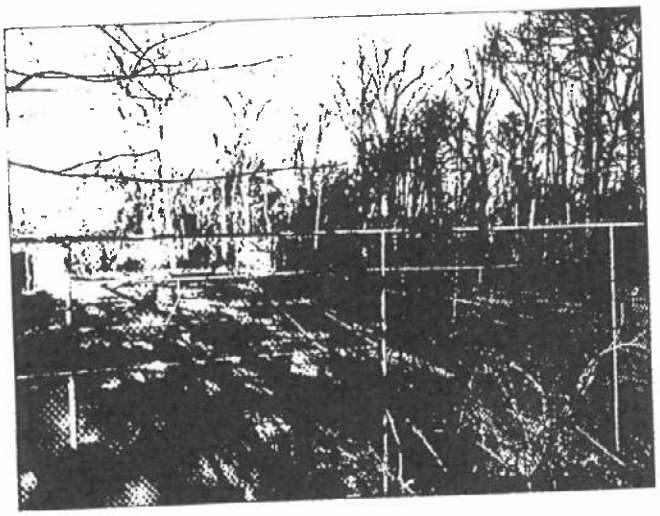
1) Southwest property corner facing west



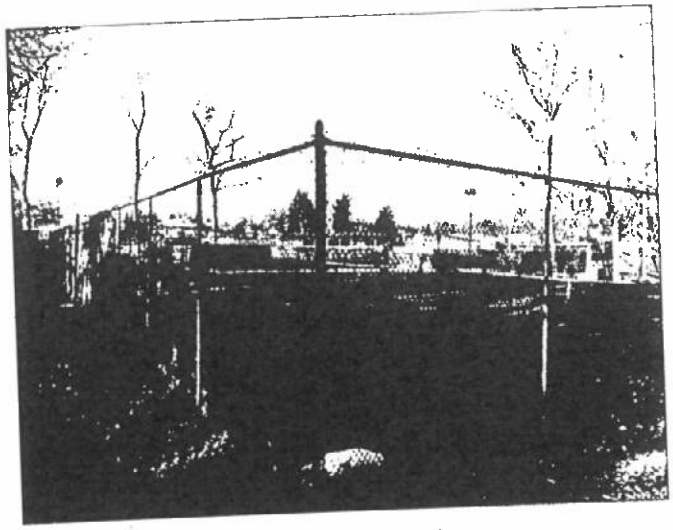
2) Southwest property corner facing north



3) Southwestern tennis courts and playground



4) Southeastern tennis courts

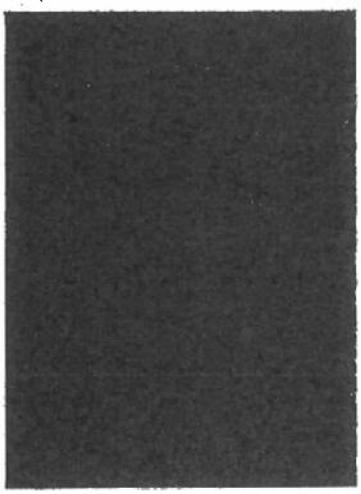


5) Southeast corner of the building area

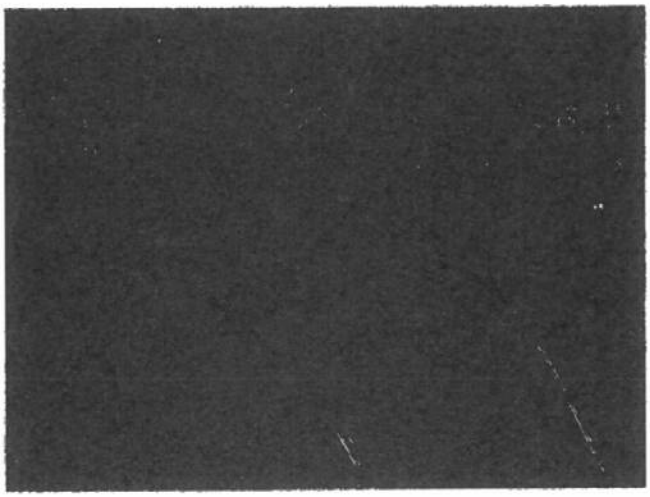


6) Southeast property corner facing southwest

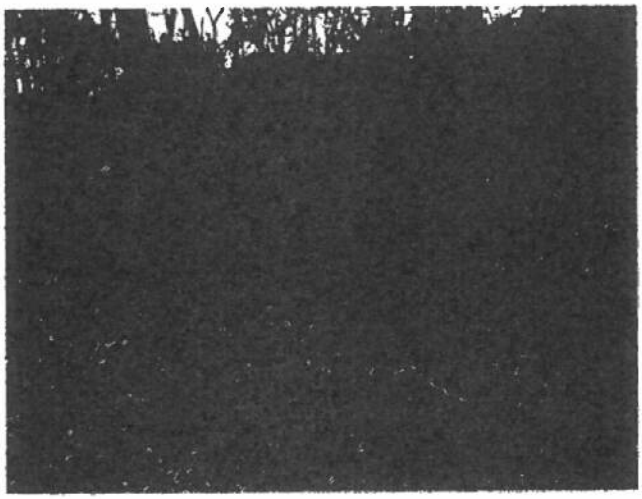
HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0514, MSA_CE53_22261. Date available 03/01/2024. Printed 08/20/2024.



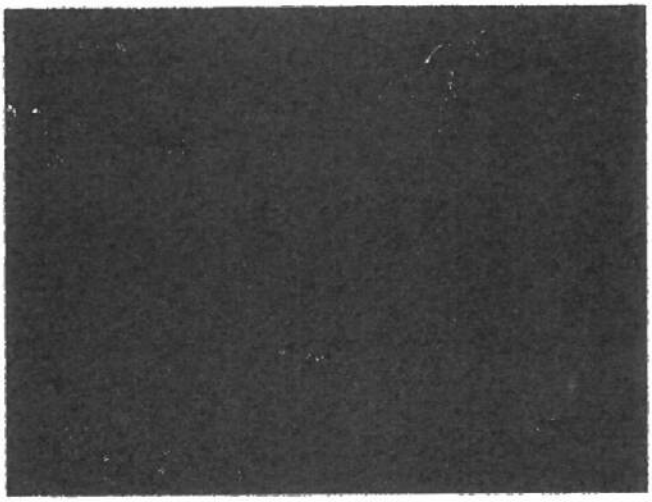
7) Southeast property corner facing north



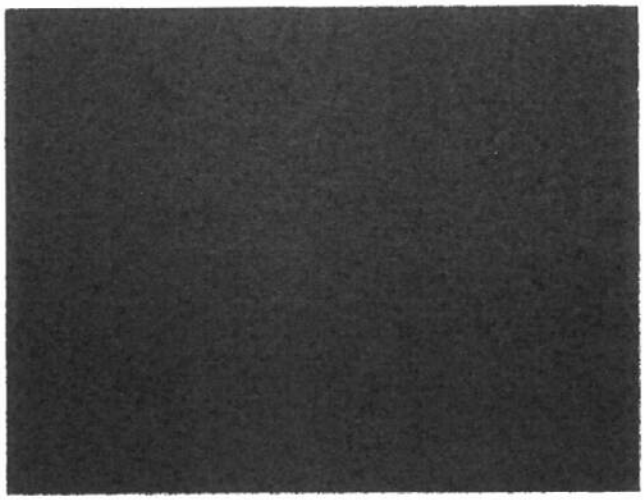
8) Forested east side of property



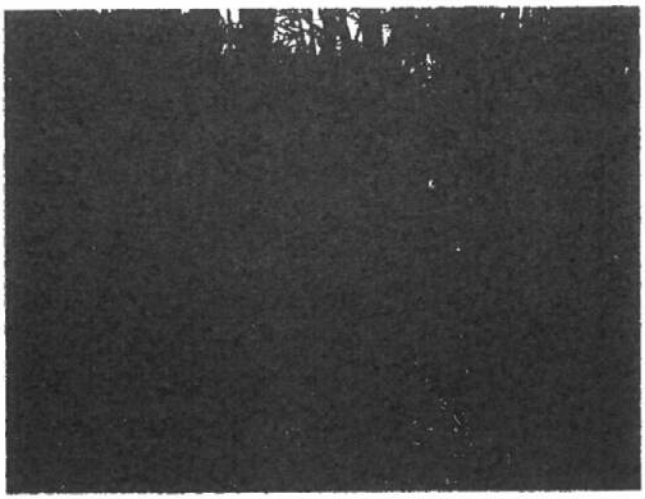
9) Small spring-fed stream



10) Northeast property corner facing east

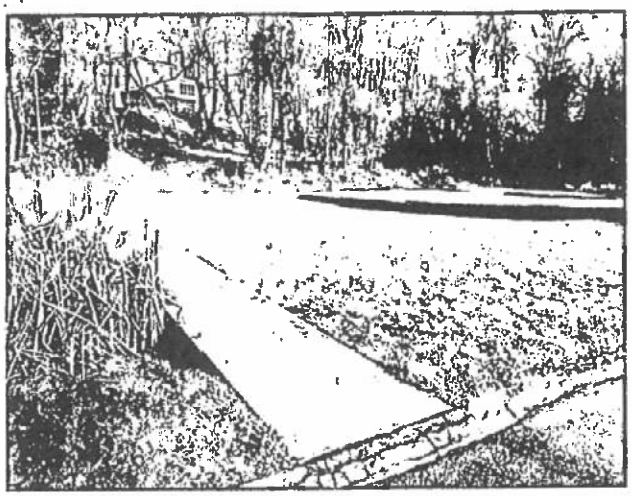


11) Northeast property corner facing southwest



12) Parking area north

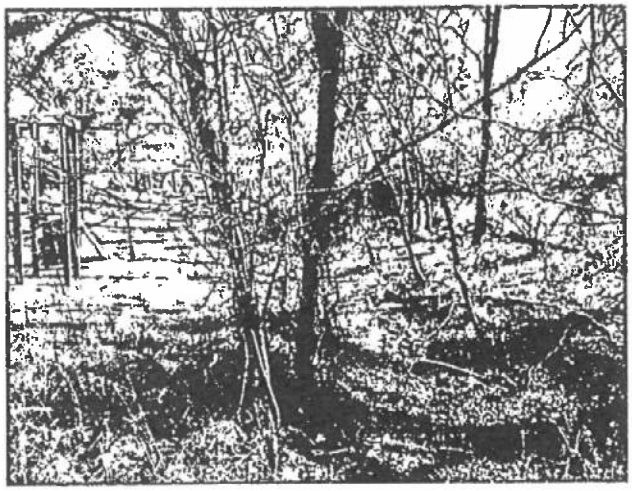
HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0515, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.



13) Northernmost parking area along stream with foot bridge



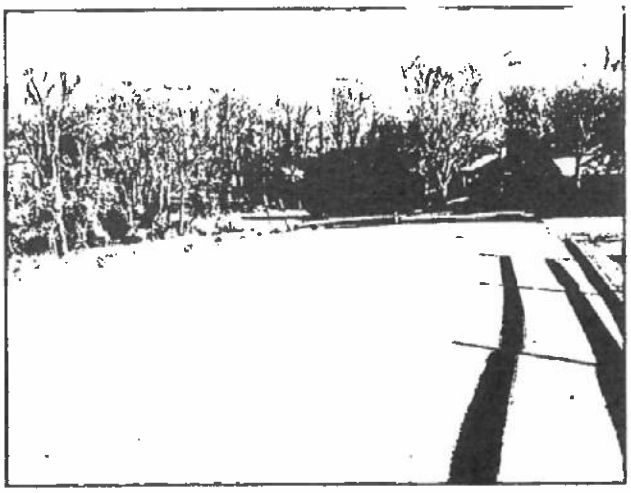
14) Northwest property corner facing southeast



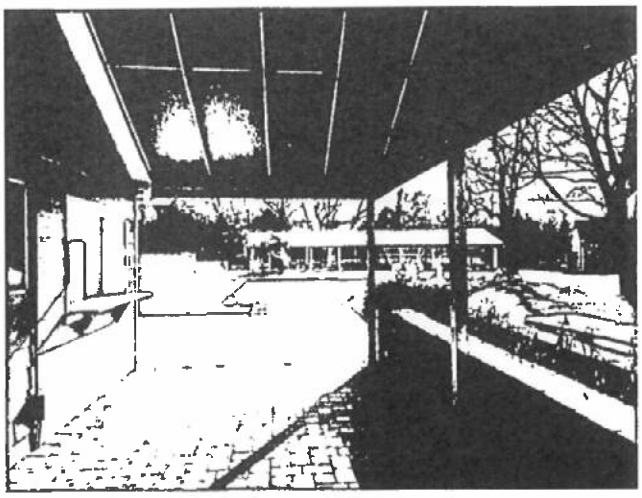
15) Northwest property corner facing northeast



16) Small drainage stream along northern property boundary



17) Parking area



18) Pool area

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0516, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 22269, p. 0517, MSA_CE53_22261. Date available 03/01/2024. Printed 08/26/2024.

BOOK: 22269 PAGE: 517

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Howard

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Court Clerk Processing Validation

1 Type(s) of Instruments — (Check Box if addendum Intake Form is Attached.)

	Deed		Mortgage	X	Other Deed of Conservation Ea		Other
	Deed of Trust		Lease				

2 Conveyance Type Check Box

X	Improved Sale Arms-Length [1]		Unimproved Sale Arms-Length [2]		Multiple Accounts Arms-Length [3]		Not an Arms-Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	12-108(cc)
State Transfer	
County Transfer	13-207(a)(21)

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price Consideration	$ 120,000.00	Transfer Tax Consideration	$
Any New Mortgage	$	X ( )%	$
Balance of Existing Mortgage	$	Less Exemption Amount -	$
Other:	$	Total Transfer Tax	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 -	$
Full Cash Value:	$	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 75.00	$
Surcharge	$ 40.00	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax Other:

6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOC
02	245744	436/507	0017	0502	(5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	Sq Ft/Acreage (4)

Location/Address of Property Being Conveyed (2)

Conservation Easement over Marydell Road, Ellicott City, MD 21042

Other Property Identifiers (if applicable) | Water Meter Account No.

Residential or Non-Residential X | Fee Simple X or Ground Rent | Amount: N/A

Partial Conveyance? Yes X No | Description And of SqFt Acreage Transferred: N/A

If Partial Conveyance, List Improvements Conveyed: N/A

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
North St. Johns Swim Club, Inc.	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	Doc. 2 – Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
The Howard County Conservancy, Inc.	

New Owner's (Grantee) Mailing Address

10520 Old Frederick Road, Woodstock, MD 21163

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)
North St. Johns Swim and Tennis Club, Inc.	

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Karin Hufnagel, Paralegal

Firm: Carney, Kelehan, Bresler, Bennett & Scherr, LLP

Address: 10715 Charter Drive, Suite 200

Columbia, Maryland 21044 Phone: (410) 740-4600

☒ Return to Contact Person

☐ Hold for Pickup

☒ Return Address Provided

11 Assessment Information IMPORTANT: *BOTH* THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

	Yes	X No	Will the property being conveyed be the grantee's principal residence?
	Yes	X No	Does transfer include personal property? If yes, identify.
	Yes	X No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

	20	20					
Year			Geo.	Map	Sub	Block	
Land			Zoning	Grid	Plat	Lot	
Buildings			Use	Parcel	Section	Occ. Cd.	
Total			Town Cd.	Ex. St.	Ex. Cd.		

REMARKS:

Distribution: Clerk's Office | Office of Finance | SDAT Preparer

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