



## Bureau of Environmental Health

8930 Stanford Boulevard, Columbia, MD 21045

Main: 410-313-2640 | Fax: 410-313-2648

TDD 410-313-2323 | Toll Free 1-866-313-6300

[www.hchealth.org](http://www.hchealth.org)

Facebook: [www.facebook.com/hocohealth](https://www.facebook.com/hocohealth)

Twitter: HowardCoHealthDep

**Maura J. Rossman, M.D., Health Officer**

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### MEMORANDUM

TO: Bob LaLush  
Division of Zoning Administration and Public Service

FROM: Jeff Williams *aw*  
Program Supervisor, Well & Septic Program  
Bureau of Environmental Health

RE: **BA-16-003C**

DATE: April 27, 2016

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The Health Department has reviewed the above referenced petition and has the following comment.

- There is no objection to the conditional use. Be advised that a building permit or change in use application for the property will result in Health evaluation of the well and sewage disposal system/area to determine adequacy. Upgrades or replacements to both may be required prior to Health approval of a building permit.

*JD*

**Department of Planning and Zoning  
Howard County, Maryland  
Recommendations/Comments**

Date: March 28, 2016

Hearing Examiner 5/23/16

Planning Board \_\_\_\_\_ Board of Appeals \_\_\_\_\_ Zoning Board \_\_\_\_\_

Petition No. BA-16-003C Map No. \_\_\_\_\_ Block \_\_\_\_\_ Parcel \_\_\_\_\_ Lot \_\_\_\_\_

Petitioner: Holly House Farm, LLC & Samuel Clements

Petitioner's Address: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Return Comments by May 2, 2016 to Public Service and Zoning Administration

Owner: (if other than applicant) \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Petition: SEE APPLICATION

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- To:
- \_\_\_\_\_ MD Department of Education -- Office of Child Care  
3300 N. Ridge Road, Ste. 190, EC, MD 21043 (Louis Valenti)
  - \_\_\_\_\_ Bureau of Environmental Health
  - \_\_\_\_\_ Development Engineering Division
  - \_\_\_\_\_ Department of Inspections, Licenses and Permits
  - \_\_\_\_\_ Department of Recreation and Parks
  - \_\_\_\_\_ Department of Fire and Rescue Services
  - \_\_\_\_\_ State Highway Administration
  - \_\_\_\_\_ Sgt. Karen Shinham, Howard County Police Dept.
  - \_\_\_\_\_ James Irvin, Department of Public Works
  - \_\_\_\_\_ Office on Aging, Terri Hansen (senior assisted living)
  - \_\_\_\_\_ Police Dept., Animal Control, Deborah Baracco, (kennels)
  - \_\_\_\_\_ Susan Fitzpatrick, Health Dept. (Nursing & Res. Care)
  - \_\_\_\_\_ Land Development - (Religious Facility & Age-Restricted Adult Housing)
  - \_\_\_\_\_ Housing and Community Development
  - \_\_\_\_\_ Resource Conservation Division -- Beth Burgess
  - \_\_\_\_\_ Route 1 Cases -- DCCP -- Dace Blaumanis
  - \_\_\_\_\_ Telecommunication Towers -- Josh Levy (Comm. Dept.)

COMMENTS:

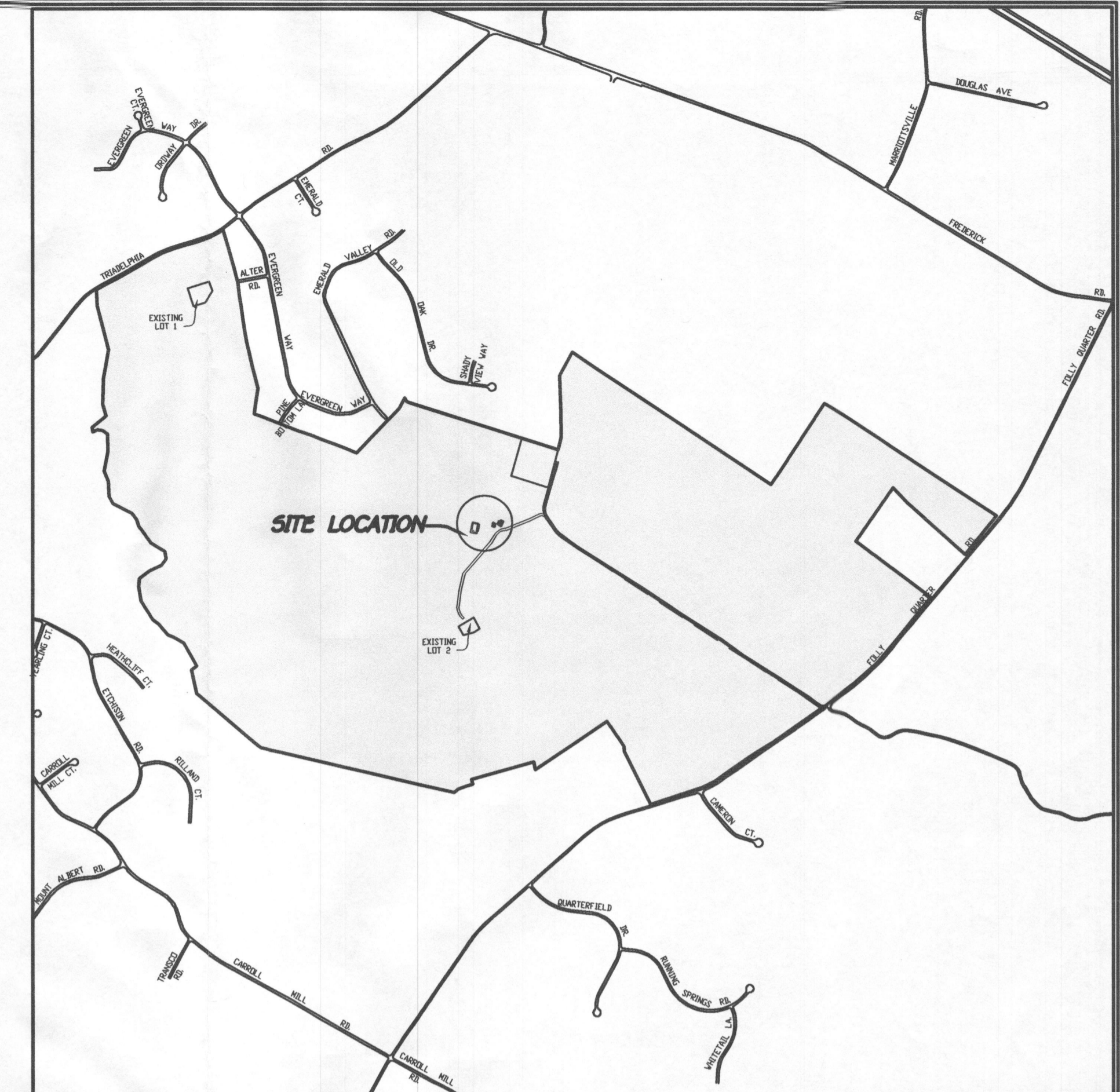
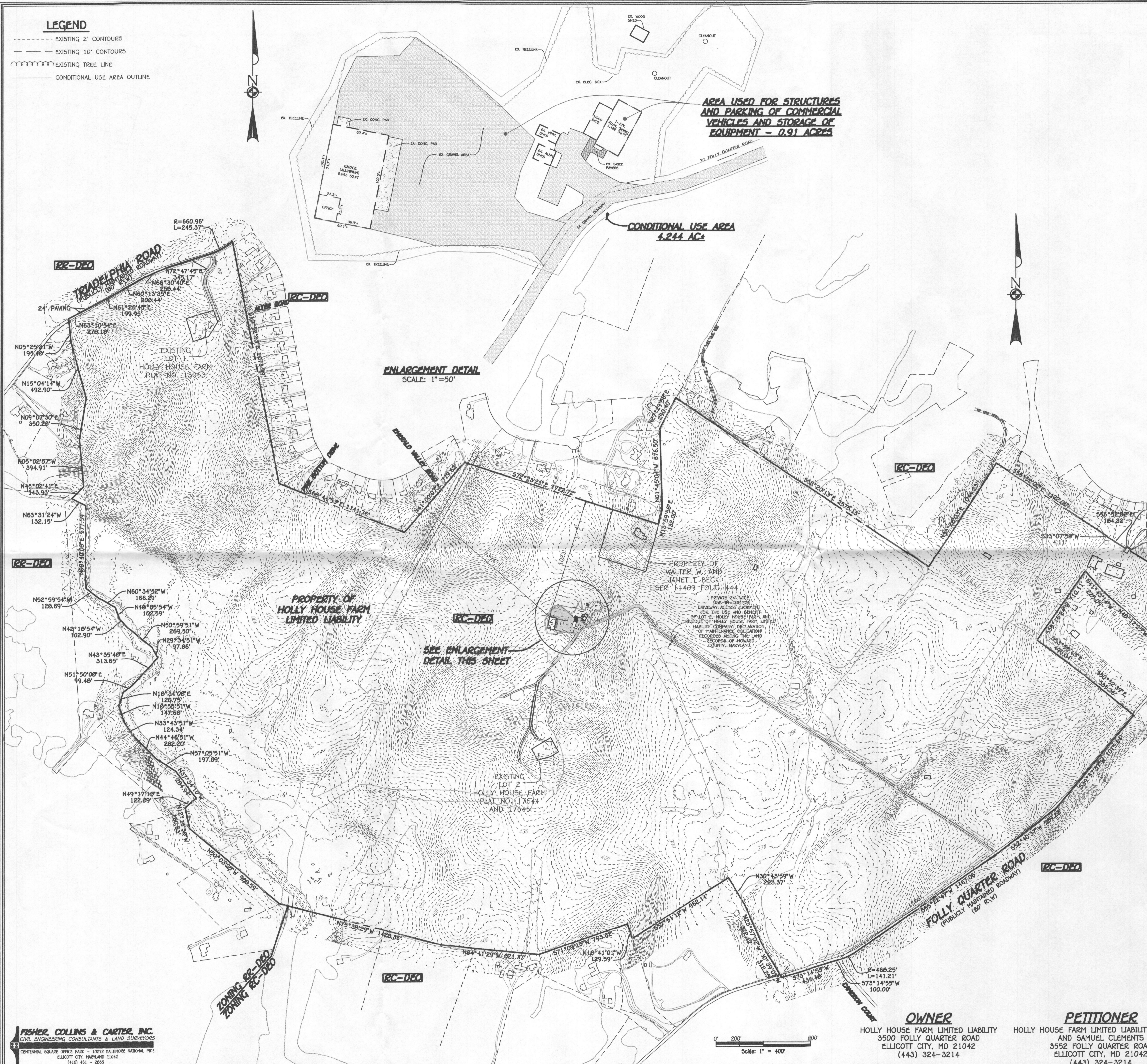
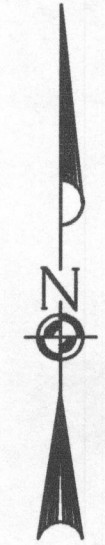
See Memo

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

  
SIGNATURE

**LEGEND**

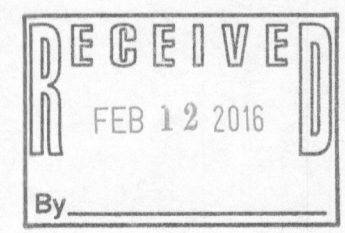
- EXISTING 2' CONTOURS
- EXISTING 10' CONTOURS
- EXISTING TREE LINE
- CONDITIONAL USE AREA OUTLINE



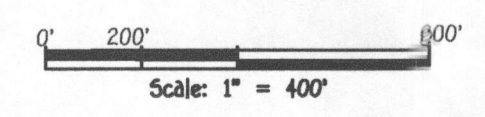
**VICINITY MAP**  
SCALE : 1" = 1200'

**GENERAL NOTES:**

1. SUBJECT PROPERTY ZONED RC-DEO PER 10/6/13 COMPREHENSIVE ZONING PLAN.
2. THIS PLAN IS BASED ON FIELD RUN MONUMENTED BOUNDARY SURVEY PERFORMED ON OR ABOUT MARCH, 1999, BY FISHER, COLLINS AND CARTER, INC.
3. SITE IMPROVEMENT LOCATIONS FOR THIS PLAN ARE PROVIDED BY FIELD SURVEY ON DECEMBER 27, 2015 BY FISHER, COLLINS & CARTER, INC.
4. LOCAL COMMUNITY: ELLICOTT CITY
5. ELECTION DISTRICT: THIRD
6. TAX MAP 23, GRID 3, TAX PARCEL 118.
7. PROPERTY DEED: LIBER 3540, FOLIO 379
8. PROPERTY ACREAGE: 717.17 ACRES
9. PROPERTY TAX ACCOUNT NO. 03-286576



**FISHER, COLLINS & CARTER, INC.**  
CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS  
CENTRAL SQUARE OFFICE PARK - 10772 BALTIMORE NATIONAL PIKE  
ELLICOTT CITY, MARYLAND 21042  
(410) 461-2295



**OWNER**  
HOLLY HOUSE FARM LIMITED LIABILITY  
3500 FOLLY QUARTER ROAD  
ELLICOTT CITY, MD 21042  
(443) 324-3214

**PETITIONER**  
HOLLY HOUSE FARM LIMITED LIABILITY  
AND SAMUEL CLEMENTS  
3552 FOLLY QUARTER ROAD  
ELLICOTT CITY, MD 21042  
(443) 324-3214

**COUNSEL**  
WILLIAM E. ERSKINE, ESQUIRE  
8171 MAPLE LAWN BOULEVARD  
SUITE 200  
FULTON MD, 20759  
(301) 575-0363

**CONDITIONAL USE**  
**#3408 FOLLY QUARTER ROAD**  
TAX MAP NO.: 23 GRID: 3 PARCEL NOS.: 118  
ZONED: RC-DEO  
THIRD ELECTION DISTRICT HOWARD COUNTY, MARYLAND  
SCALE: AS SHOWN DATE: FEBRUARY 9, 2016



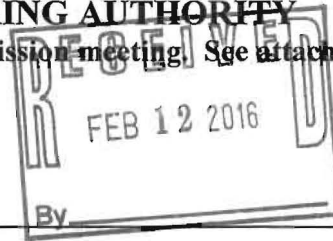
For DPZ Office use only:

BA CASE NO. BA 16-0030

Date Submitted 2/12/16

**CONDITIONAL USE PETITION  
TO THE HOWARD COUNTY HEARING AUTHORITY**

(This application will only be accepted after a pre-submission meeting. See attached info.)



**1. Conditional Use Request**

Conditional Use Category Home-Based Contractor

Section 131.0.N. 28

Specific Use Requested Home Based Contractor

**2. Name of Petitioner Holly House Farm Limited Liability Company and Samuel Clements**

Trading as (If applicable) \_\_\_\_\_

Mailing Address 3552 Folly Quarter Road, Ellicott City, Maryland 21042

Phone Number(s) 443-324-3214

E-Mail Address cwsteel@aol.com

Name of Principal Contact (If different) Samuel Clements

**3. Counsel for Petitioner William E. Erskine - Offit Kurman**

Mailing Address 8171 Maple Lawn Boulevard, Suite 200, Fulton, Maryland 20759

Phone Number(s) 301-575-0363

E-Mail Address werskine@offitkurman.com

**4. Conditional Use Site Description**

Address/Street for Property 3408 Folly Quarter Road, Ellicott City, Maryland 21042

Tax Map 23 Grid 3 Parcel 118 Lot n/a

Department of Assessments and Taxation Account No. 03-286576

Total Land Area of Property 717.17 (  Acres ) ( \_\_\_\_\_ Square Feet ) Check one.

Election District 1 Zoning of Property RC-DEO

Subdivision Name and Plat No. (If Applicable) n/a

Total Land Area of Use (If different than above) 4.2 (  Acres ) ( \_\_\_\_\_ Square Feet )

**4. Petitioner's Interest in Subject Property**

- OWNER (Including joint ownership)
- OTHER (Described and give name and address of owner)

Name of Owner \_\_\_\_\_

Mailing Address \_\_\_\_\_

**If the Petitioner is not the owner, written authorization must be submitted from the owner.**

**5. Conditional Use Plan Requirements**

If the petition is approved, the Conditional Use plan will be made a part of the Decision and Order, subject to modifications and conditions required by the Hearing Authority. The Conditional Use plan must be drawn to scale and must include the items listed below:

- (a) Courses and distances of outline boundary lines and the size of the property
- (b) North arrow
- (c) Zoning of subject property and adjoining properties
- (d) Scale of plan
- (e) Existing and proposed uses, structures, natural features and landscaping
- (f) Location and surface material of existing and proposed parking spaces, driveways, and points of access; number of existing and proposed parking spaces
- (g) Same as (e) and (f) above, of adjoining properties
- (h) Location of existing and/or proposed well and private septic easement area, if property is to be served by private water and septic facilities
- (i) Election District in which the subject property is located
- (j) Tax Map and Parcel Number(s) of the subject property
- (k) Name of local community in which the subject property is located or name of nearby community
- (l) Name, mailing address, telephone number (and e-mail address, if any) of the Petitioner
- (m) Name, mailing address, telephone number (and e-mail address, if any) of Counsel
- (n) Name, mailing address, telephone number of property owner
- (o) Floor area and height of structures, setback distances from property lines, and other numerical values necessary for the examination of the petition
- (p) Location of subject property in relation, by approximate dimension, to the center line of nearest intersection of two public roads
- (q) Ownership of abutting roads, right-of-way width, and existing pavement width
- (r) Any other information as may be necessary for full and proper consideration of the petition

**7. Additional Information Requirements**

- a. Information regarding noise, dust, fumes, odors, lighting, vibrations, hazards or other physical conditions resulting from the use.
- b. Supporting documentation, such as traffic studies, market studies, and noise studies as may be required by the Department of Planning and Zoning or by the Zoning Regulations.
- c. For expansions and enlargements, previous case number(s) and information regarding compliance with previous requirements and conditions.

8. Summary of Request

The following items should be answered by summary statements. If additional space is needed, please attach a Supplement to this petition.

a. The present use of the subject property Please see the attached Narrative.

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b. Details of the proposed use, including, **where applicable:** types of indoor and outdoor activities; hours of operation; number of employees, occupants, and/or customers; quantity and types of vehicles or equipment used; outdoor lighting to be used; quantities and capacities of materials stored; etc. Please see the attached Narrative.

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c. Any additional information which will be useful in the evaluation of whether the Conditional Use complies with the specific criteria for the conditional use category within Section 131.0.N.           
Please see the attached Narrative.

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d. Will the Conditional Use generate any physical conditions such as noise, dust, fumes, odors, lighting, or vibrations which would be discernible from abutting and vicinal properties? No.  
Please see the attached Narrative.

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e. Will the number of parking spaces be appropriate to serve the use and will the parking areas, loading areas, driveways, and trash receptacle areas be appropriately located and buffered from public roads and residential areas? Please see the attached Narrative.

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f. Will the ingress and egress driveway(s) provide safe access with adequate sight distance? Yes.  
Please also see the attached Narrative and Exhibit B.

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g. Are there any environmentally sensitive areas in the vicinity of the property and, if so, will the proposed use have any potential to affect such areas? Please see the attached Narrative.

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h. Are there any historic sites in the vicinity of the property and, if so, will the proposed use have any potential to diminish the character and significance of such sites? Please see the attached Narrative.

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## 9. Prior Petitions

Has any petition for the same, or substantially the same, conditional use as noted above for the subject property been denied by the Hearing Examiner within twenty four (24) months of the date of this petition?

Yes                       No

If yes, and six (6) months have elapsed since the last hearing, an affidavit must be attached which states the new and different grounds on which this re-submittal is based.

## 10. Additional Materials, Fees, Posting and Advertising Requirements

a. Supplemental pages may be attached to the petition. **You must submit one original petition with original signatures, and one original of any other signed documents.** The following number of sets including petitions, plans and supplemental pages must be submitted:

- *If the subject property adjoins a State road- original and 20 copies (application & plans)*
- *If the subject property adjoins a County road- original and 18 copies (application & plans)*

b. The Petitioner signing below hereby agrees to furnish such additional plats, plans, reports or other materials as may be required by the Department of Planning and Zoning and/or the Hearing Authority in connection with this petition.

c. The Petitioner hereby agrees to pay all costs in accordance with the current schedule of fees.

d. The Petitioner hereby agrees to properly post the property at least thirty (30) days immediately prior to the Hearing Examiner public hearing; to maintain the public notice posters until the public hearing is concluded; and to submit an affidavit of posting at, or before the time of the initial public hearing. The Petitioner also hereby agrees to advertise the public hearing by means of legal notices as prepared and approved by the Department of Planning and Zoning to be published one (1) time in at least two (2) newspapers of general circulation in Howard County, at least thirty (30) days prior to the Hearing Examiner public hearing, and to pay for such advertising costs; and agrees to submit two (2) approved certificates of the text and publication date(s) of the advertisement at or before the time of the hearing.

**11. Signatures**

The Petitioner hereby affirms that he/she has read the instructions on this form, filing herewith all of the required accompanying information, and affirms that all of the statements and information contained in, or filed with, this petition are true and correct.

Walter W Beck      4-4-16  
Signature of Petitioner      Date

Holly House Farm LLC by Walter W. Beck

Print Name of Petitioner

[Signature]      2/4/16  
Signature of Petitioner      Date

Samuel Clements

Print Name of Petitioner

William E. Erskine      2/5/16  
Signature of Attorney      Date

William E. Erskine

Print Name of Attorney

## General Standards for Conditional Uses

All requests for conditional uses must meet the following general standards set forth in Section 131.0.B. of the Zoning Regulations for approval:

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.
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.
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 be greater at the proposed site than it would generally be elsewhere in the same 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.
  - 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.
  - 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.
  - e. The proposed use will not have a greater potential for adversely impacting environmentally sensitive areas in the vicinity than 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.

In addition to the specific requirements of the appropriate subsection within Section 131.0.N of the Zoning Regulations, Conditional Uses within residential developments in the R-ED, R-SC, R-SA-8, R-H-ED, R-APT, R-A-15, R-MH or R-VH districts are subject to the standards enumerated in Section 131.0.C.

PETITIONER Holly House Farm LLC by Walter W. Beck

ADDRESS 3500 Folly Quarter Road, Ellicott City, Maryland 21042

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

The person(s) signing below hereby declare(s) 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 petition to the Hearing Examiner for a conditional use as requested.

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

Meghan Hervey  
Witness

Walter W Beck 2-4-16  
Signature Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature Date

\*\*\*\*\*

Application Fee: \$500.00      Poster Fee: \$25.00 per sign/poster

Make check payable to: Director of Finance.

<b>For DPZ use only:</b>	
Hearing fee:	\$ _____
Poster fee:	\$ _____
Total:	\$ _____
Receipt No. _____	

County Website: [www.howardcountymd.gov](http://www.howardcountymd.gov)

PLEASE CALL 410-313-2350 FOR AN APPOINTMENT TO SUBMIT YOUR APPLICATION.

PETITIONER Samuel Clements

ADDRESS 3552 Folly Quarter Road, Ellicott City, Maryland 21042

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

The person(s) signing below hereby declare(s) 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 petition to the Hearing Examiner for a conditional use as requested.

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

Meghan Henry  
Witness

[Signature]      2/4/16  
Signature      Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature      Date

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Application Fee: \$500.00      Poster Fee: \$25.00 per sign/poster

Make check payable to: Director of Finance.

<b>For DPZ use only:</b>	
Hearing fee:	\$ _____
Poster fee:	\$ _____
Total:	\$ _____
Receipt No. _____	

County Website: [www.howardcountymd.gov](http://www.howardcountymd.gov)

PLEASE CALL 410-313-2350 FOR AN APPOINTMENT TO SUBMIT YOUR APPLICATION.

**Please access the online application process for the pre-submission meeting by using the link below:**

**[https://pdox.howardcountymd.gov/ProjectDox/workfloweforms/Anonymous Form C Z Presub.aspx](https://pdox.howardcountymd.gov/ProjectDox/workfloweforms/Anonymous_Form_C_Z_Presub.aspx)**

#### **Pre-Submission Community Meeting**

A pre-submission community meeting is required prior to the initial submittal of a petition for a Conditional Use subject to the same procedures for such meetings as specified in Section 16.128 of the Subdivision and Land Development Regulations.

Please use the following web address to access the community notification list [http://data.howardcountymd.gov/HOA\\_Register/GCommunityView\\_new.asp](http://data.howardcountymd.gov/HOA_Register/GCommunityView_new.asp). You will be prompted to enter the three-digit sign code assigned to your development. Once your sign code has been entered, you will be provided with a list of community contacts that have requested information about your development.

T:\DPZ\Shared\Public Service and Zoning\Applications\Hearing Examiner\Conditional Use Application.doc REV 08/14

## NARRATIVE IN SUPPORT OF PETITION FOR CONDITIONAL USE APPROVAL

### 8. SUMMARY OF REQUEST

This petition seeks conditional use approval for the continued operation of an existing home-based contracting business on the subject property. This home-based contracting business consists of a welding and steel erection business owned and operated by one of the petitioners, Mr. Samuel Clements. Mr. Clements resides on the property and has operated his contracting business at this location for approximately 15 years. No new structures are proposed.

The overall property consists of approximately 717 acres +/- . The proposed conditional use area however only contains a total of 4.2 acres. Of this conditional use area, 1 acre is proposed for structures and storage, whether inside or outside. The proposed conditional use area includes the area within the 24 foot wide driveway providing access Folly Quarter Road, plus a small area near the center of the property containing a 1,462 sq. ft. single-story residence, two (2) residential use accessory sheds, and a 60 ft. x 100 ft. hybrid use steel building that is used both in support of the existing farming and agricultural operations on the property as well as the home-based welding and steel erection business. A portion of the residence is also used as an office in support of the home-based contracting business. The conditional use area is delineated in red on the Conditional Use Plan attached hereto as Exhibit A.

The conditional use area is located in excess of 900 feet away from any vicinal properties not belonging to either of the petitioners. In addition, the central compound of the conditional use area is surrounded by topography and existing forested areas such that the conditional use structures, equipment and activities are not discernable from adjoining properties or from the public road right-of-way. Almost all of the activities related to the welding and steel erection business take place either offsite or inside the steel building. Welding activities take place inside of the steel building while steel erection necessarily takes place off-site. The only other outdoor activities occurring onsite relate to the parking and storage of vehicles and equipment. These outdoor parking and storage activities do not however create any significant amount of noise, odors, fumes, dust, lighting or vibrations. To the extent that such affects are created, they are minimal and indistinguishable from the noise, odors, fumes, dust, lighting and vibrations created by the operation of farm related equipment and machinery.

### **EMPLOYEES**

Petitioner Clements employs a total of two (2) full time field employees and one (1) part-time office employee. For purposes of this application, however, the petitioner would like Hearing Authority approval to employ up to a total of four (4) full time field employees and one (1) part-time office employee.

It should be noted that the above described field employees also provide farming related services during the harvest seasons for hay and straw.

## **COMMERCIAL VEHICLES**

The petitioner utilizes the following commercial vehicles in furtherance of the home based contracting business:

1. Crane
2. F-350 Ford Welding Truck
3. Peterbuilt Tractor Cab
4. Flatbed Trailer
5. F-350 Welding Truck
6. '92 Ford Boom Truck with Small Crane

## **EQUIPMENT AND STORAGE CONTAINERS**

The welding and steel erection contracting business utilizes a wide variety of tools and equipment - many of which are also utilized in support of the farming and agricultural activities taking place on the property. The list below describes the nature and type of equipment utilized by the home contracting business. Where a particular type of equipment also serves the dual purpose of supporting both the contracting business as well as the farming and agricultural use of the property, it has been noted as "hybrid use."

1. Vehicle towed welders.
2. Electric welders (hybrid use).
3. Cutting torches (hybrid use).
4. Grinders (hybrid use).
5. Steel presses and stamping machinery (hybrid use).
6. Air compressors (hybrid use).
7. Miscellaneous hand tools (hybrid use).
8. Trailer body used for storage of supplies and equipment.
9. Sea container used for storage of supplies and equipment.
10. Gradall Fork Lift (hybrid use)
11. Hyster Fork Lift (hybrid use).
12. Grove Manlift (hybrid use).

## **PARKING AREA**

The size of the parking area is more than adequate to serve the needs of the proposed home based contracting use. The parking and circulation area is improved with gravel. Although this area does not have striped parking stalls, the area is more than adequate in size to accommodate the vehicles and equipment proposed to be located onsite.

## **INGRESS AND EGRESS**

The existing 24 foot wide gravel driveway will accommodate two-way vehicular traffic. Site distance both north and south on Folly Quarter Road is adequate to provide safe ingress and egress to the conditional use area (see Sight Distance Analysis attached hereto as **Exhibit B**). This existing access point has a history of providing safe ingress and egress to large vehicles and farming equipment for many, many decades. To the petitioners' knowledge, there has never been an accident at this location.

## **TRASH RECEPTACLES**

The home based contracting conditional use does not generate significant quantities of trash or debris. As such, there is no need for a dumpster or outdoor trash receptacle. Rather, the small quantities of trash that are created are collected in small trash cans located within the steel building and are taken periodically to the Howard County landfill as needed for disposal.

## **HOURS OF OPERATION**

Generally, the welding and steel contracting business operates Monday through Saturday between the hours of 6:30 a.m. and 9:30 p.m. Notwithstanding, the petitioner does on occasions have the need to operate outside of these typical hours of operation. In light of this need and in light of the extremely secluded location of the conditional use area, the petitioner is requesting Hearing Authority approval to operate without restrictions as to hours of operation.

## **EVALUATION OF 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.*

The proposed conditional use satisfies this criteria because the location of the proposed conditional use is within the RC zoning district where home based contracting businesses meeting the criteria set forth in HCZR Sec. 128 are permitted as accessory uses and those not meeting the requirements of Sec. 128 may be permitted as conditional uses provided they meet the requirements of Sec. 131.0. Additionally, this particular conditional use is essential to ensure the economic viability of the farming operations taking place on the property. The existence of the home based contractor business on the property provides a tangible economic benefit of not less than \$50,000 annually to the owner of the property. This benefit is a proximate result of cost savings realized by the property owner by having routine maintenance on farming machinery and farming equipment performed onsite by the co-petitioner, Mr. Clements.

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.*

The nature and intensity of the proposed home based contracting conditional use is appropriate in relation to the size of the site in relation to the use. The overall property size is in excess of 717 acres, yet the conditional use area is less than 4.2 acres in size (inclusive of the area of the driveway providing ingress and egress). The proposed conditional use area constitutes less than 2% of the total size of the parcel. Further, the activities taking place within the interior of the property are very similar to activities that typically take place on any large farm. These activities cannot be detected or discerned from any vicinal property not owned by the petitioners or from the public road.

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 be greater at the proposed site than it would generally be elsewhere in the same zoning district or other similar zoning districts.*

The proposed location for the conditional use is perhaps ideal for this home based contracting use as compared to almost any other property in the entire county. Because of the size, topography and existence of vegetation and forest buffers, the structures and activities on the centrally located conditional use compound are virtually undetectable from adjoining properties not owned by the petitioners or from the public street right-of-way.

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.*

The development and use of adjacent land will not be hindered or discouraged by this proposed conditional use because it cannot be seen or detected from any adjoining property not owned by the petitioners or from the public street right-of-way.

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.*

The proposed parking area is more than adequate to accommodate the parking needs of the home based contracting business. Because of the remote location of the centrally located proposed conditional use area, it is virtually impossible for parking to impact 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.*

The existing ingress and egress drive has provided safe access with adequate site distance for many decades. (See Sight Distance Analysis attached as **Exhibit B.**) To the knowledge of the petitioners, there has never been an accident at the juncture of the access drive and Folly Quarter Road.

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

The proposed home based contracting business does not propose any additional structures or any additional grading. It proposes to utilize an existing access drive with only one existing stream crossing. The proposed conditional use does not require the bulk storage of hazardous materials.

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

There are not any historic sites in the vicinity of the proposed conditional use.

## **EVALUATION OF PETITION UNDER HCZR SEC. 131.0.N.28**

### **28. Home-Based Contractors**

*A Conditional Use may be granted in the RC, RR and R-20 Districts for home-based contractors, subject to the following requirements, except that landscape contractors have separate requirements elsewhere in Section 131.0.N., and home-based contractors meeting the requirements of Section 128.0.C.2 are permitted accessory uses:*

a. *The minimum lot size is three acres in the RC and RR Districts. The minimum lot size is 2.5 acres in the R-20 district and the lot shall abut an intermediate arterial highway, as designated in the General Plan.*

The property is zoned RC and is in excess of 717 acres.

b. *The number of commercial vehicles parked on the site shall be limited to three commercial vehicles for lots up to six acres, and five commercial vehicles for lots larger than six acres and not more than 20 acres.*

*On lots larger than 20 acres, the Hearing Authority may approve additional commercial vehicles, as is determined to be appropriate based upon the character of the property and its relation to the surrounding area.*

Petitioners are seeking approval for up to 5 commercial vehicles used in support of the home based contracting business. (Please note that the farming operation has additional commercial vehicles used in support of the agricultural uses of the property.)

*c. On lots six acres or fewer, the area used for parking and storage of commercial vehicles, equipment and supplies, whether exterior or interior, shall be limited to no more than 50% of the area of the lot or 10,000 square feet, whichever is less. On lots larger than six acres, the area used for these purposes shall be limited to no more than 5% of the lot or one acre, whichever is less.*

The proposed area used for parking and storage of commercial vehicles, equipment and supplies, whether exterior or interior is 1 acre – which is less than 35.85 acres or 5% of the total lot size.

*d. In the RR and RC Districts, structures used for the Conditional Use shall be at least 50 feet from lot lines and all outdoor parking or storage areas shall be at least 100 feet from lot lines.*

As proposed, all structures and outdoor parking and storage areas are at least 900 feet from lot lines not owned by the petitioners.

*e. In the R-20 district, structures for and uses of the home-based contractor conditional use shall be restricted as follows:*

*(1) The use shall not alter the residential appearance of the neighborhood.*

*(2) The structures used for the Conditional Use shall be at least 100 feet from the nearest residential lot lines.*

*(3) Outdoor parking or storage areas shall be at least 75 feet from residential lot lines and screened from public streets and residential lots by solid walls, fences, or a tree buffer at least 25 feet wide.*

Not applicable – property is not zoned R-20.

*f. The location and design of the operation shall be such that the use will not be a nuisance to residents of neighboring properties due to noise, dust or fumes. Particular consideration shall be given to the location of loading areas, parking and circulation areas, and driveways in relation to neighboring properties.*

The location and design of the home based contracting operation will not be a nuisance to the residents of neighboring properties due to noise, dust or fumes. The business has been in operation for approximately 15 years and there have been no complaints. At the pre-submission community meeting held on December 16, 2015 approximately 30 members of the community were in attendance and not a single person indicated that they were even aware of the existence of the home based contracting business.

g. *If the driveway providing access to the proposed site is shared with other properties, the petitioner shall demonstrate that the use will not result in damage to or deterioration of the shared driveway or in increased hazards to other users of the driveway.*

The driveway serving the proposed home based contracting business is shared with two (2) other properties- one belonging to each of the petitioners. The home based contracting business has been operating at this location for approximately 15 years and during this time no appreciable damage or deterioration to the gravel driveway has occurred. Nor has there been any appreciable increase in hazards to other users of the driveway. As previously stated, the driveway is wide enough for two-way travel and there has never been an accident on the driveway to the petitioners' collective knowledge.

h. *Parking and storage areas shall be restricted as follows:*

(1) *Supplies shall be stored within a building, except that mulch, compost, soil, sand, stone and other natural materials may be stored outdoors. Supplies stored outdoors must be fully screened from surrounding properties and roads by vegetation, fencing or other appropriate means in accordance with the County Landscape Manual.*

All supplies will be stored within a building or appropriate storage container approved by the Hearing Authority.

(2) *Equipment shall be either stored within a building or screened from surrounding properties and roads by vegetation, fencing or other appropriate means in accordance with the Howard County Landscape Manual.*

All equipment will be stored within a building or properly screened from surrounding properties and roads, as required.

i. *The Hearing Authority shall establish the maximum number of employees permitted on the lot and the maximum allowable number of employee trips per day.*

The petitioners are requesting approval for up to four (4) field employees and (1) office employee on the conditional use area at one time. Given the nature of the property, the petitioners do not see a need to place a limit on the number of employee trips allowed per day and would respectfully request that a limit not be imposed.

j. *The Hearing Authority shall establish the days and hours of operation.*

Given the unique characteristics and size of the subject property, the petitioners do not feel that it is necessary or appropriate to limit the days and hours of operation of the proposed home based contracting business. The business has operated for approximately 15 years without objection.

k. *New structures or additions to existing structures shall be designed to be compatible in appearance and scale with other residential or agricultural structures in the vicinity, as demonstrated by architectural elevations or renderings that shall be submitted with the petition.*

No new structures or additions to structures are proposed.

*l. Minor repairs to vehicles or equipment shall be permitted, provided such activities take place inside a building. Body work, engine rebuilding, engine reconditioning, painting and similar activities shall not be permitted.*

Repairs will be limited to minor repairs performed within a building.

*m. Where two or more adjacent lots are under common ownership and used as a single homesite, home-based contracting uses may be located on a different lot than the principal dwelling, if the Hearing Authority determines that this will provide a more compatible location in relation to vicinal properties that effective screening will be provided by using existing site features, or that it will result in decreased impacts on neighboring lots.*

Not applicable.

*n. On an ALPP purchased or dedicated easement property, the following additional criteria are required:*

*(1) The use shall not interfere with the farming operations or limit future farming production.*

The proposed home based contracting use will not interfere with the farming operations of the property; nor will it limit future farming production. To the contrary, all structures and use areas utilized by the home based contracting business are hybrid structures and hybrid use areas in the sense that they support and serve both the farming and home based contracting uses. The presence of the home based contracting business on the property greatly enhances the viability of the farming operation because it significantly reduces the costs of maintaining the farming vehicles and machinery because co-petitioner Clements is able to provide most of these minor repairs onsite without the need to take the farming equipment out of operation for extended periods of time.

*(2) Any new building or building addition associated with the use, including any outdoor storage and parking area shall count towards the cumulative use cap of 2% of the easement.*

No new building or building additions are proposed.

## **EVALUATION OF PETITION UNDER HCZR SEC. 106.1.D**

### *D. Conditional Uses*

#### *1. ALPP Purchased Easements and ALPP Dedicated Easements*

*a. Conditional Uses shall not be allowed on agricultural preservation easements unless they support the primary agricultural purpose of the easement property, or are an ancillary business which supports the economic viability of the farm, and are approved by the hearing authority in accordance with the applicable provisions of Sections 130.0 and 131.0 of these regulations. On an ALPP purchased or dedicated easement property, the area devoted to Conditional Uses may*

*not exceed a cumulative use cap equal to 2% of the easement or up to a maximum of 1 acre for preservation parcels created as part of the Cluster Subdivision process.*

*The following Conditional Uses may be allowed:*

*(7) Home based contractors*

The subject property is encumbered by an ALPP Purchased Easement, a copy of which is attached hereto as **Exhibit C**. As previously explained above, the proposed home based contracting business on the property directly supports the primary agricultural purpose of the easement property by providing direct welding and repair services to the farming operation. In addition, the proposed home based contracting business greatly enhances the viability of the farming operation because it significantly reduces the costs of maintaining the farming vehicles and machinery because co-petitioner Clements is able to provide most of these minor repairs onsite without the need to take the farming equipment out of operation for extended periods of time.

## **CONCLUSION**

The instant petition seeks conditional use approval of an existing home based contracting business on the subject property. The petition satisfies all of the general and specific criteria for approval under HCZR Sec. 131.0. The petition also satisfies all of the criteria of approval under HCZR Sec. 106.1.D governing the permitting of conditional uses on ALPP Purchased Easements. Having satisfied all required conditions of approval, the petitioners respectfully request that this petition be granted.

# MARS GROUP

8507 Horseshoe Road, Ellicott City, Maryland 21203  
Tel. 410.480.2706-Fax 410.480.8066  
www.mars-group.net

## *Free Flow Speed Determination*

For the

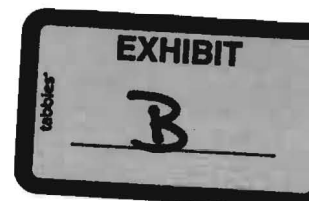
## **FOLLY QUARTER ROAD PROPERTY IMPROVEMENT**

*Howard County, Maryland*

*Prepared for*

*Fisher, Collins & Carter*

*October 2004*



# MARS GROUP

8507 Horseshoe Road  
Ellicott City, Maryland 21043  
410.480.2706, Fax 410-480.8066  
www.mars-group.net

Folly Quarter Road Property  
Contract #2458

October 14, 2004

Mr. Terrell Fisher, President  
Fisher, Collins & Carter, Inc.  
10272 Baltimore National Pike  
Ellicott City, Maryland 21042

Dear Mr. Fisher:

MARS Group Inc. has completed an 85<sup>th</sup> percentile Operating Speed determination at the access point to the proposed Folly Quarter Road property improvement located along the west side of Folly Quarter Road at Map 23, Parcel 121 in Ellicott City, Howard County (see Area/Vicinity Map). Access into the proposed development to be provided along the southbound lane of Folly Quarter Road.

Folly Quarter Road is classified a major collector that travels northward from a "Roundabout" intersection at Homewood Road/Sheppard Lane to its northern terminus at Frederick Road (MD 144). The directional-posted speed limit along Folly Quarter Road within the study limits is 45 and 35 MPH along the north/southbound lanes respectively.


An off peak spot speed survey utilizing a certified radar meter was collected at the access point to the proposed improvement on Monday October 11, 2004, between the hours of 1:30 PM and 2:45 PM. Sixty-eight vehicles were observed traveling northbound and sixty vehicles were observed traveling southbound.

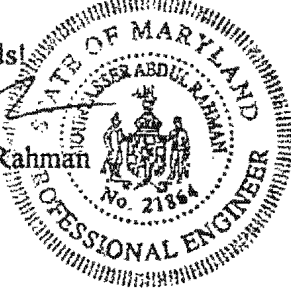
The following table presents a summary statistics on the directional speed data collected at Folly Quarter Road. A value of 37.20 for 15<sup>th</sup> percentile speed indicates that 15% of vehicles travel at or slower than 37.20 MPH. Likewise, values of 42.83 and 49.60 for 50<sup>th</sup> and 85<sup>th</sup> percentiles indicate that 50% and 85 % travel at or slower 42.83 and 49.60 MPH respectively.

Folly Quarter Road	No. of Vehicles Observed	15 <sup>th</sup> % Speed (MPH)	50 <sup>th</sup> % Speed (MPH)	85 <sup>th</sup> % Speed (MPH)
Northbound	68	37.20	42.83	49.60
Southbound	60	43.25	47.40	52.50

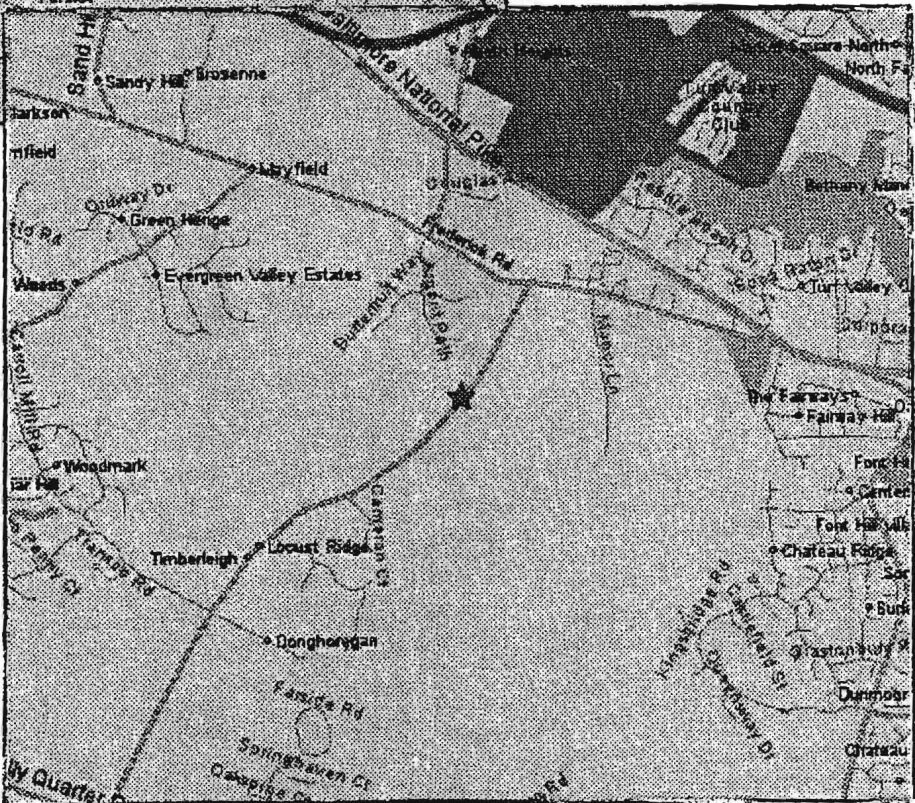
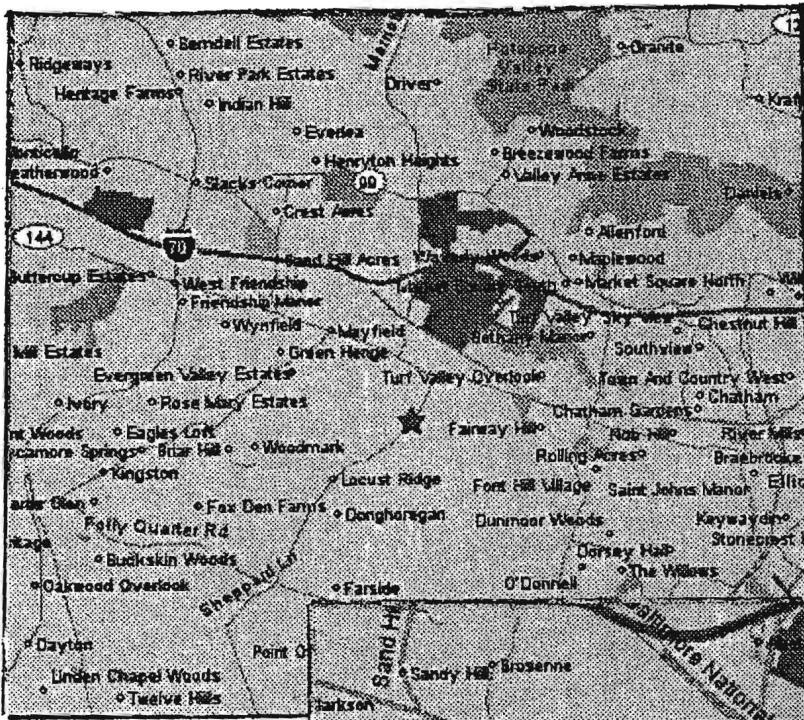
Attached are the data sheets to support our findings. If you have any questions or concerns, please do not hesitate to call me.

Best regards,

  
Monty A. Rahman  
Principal



# Folly Quarter Road Property Operating Speed Determination



NOT TO SCALE

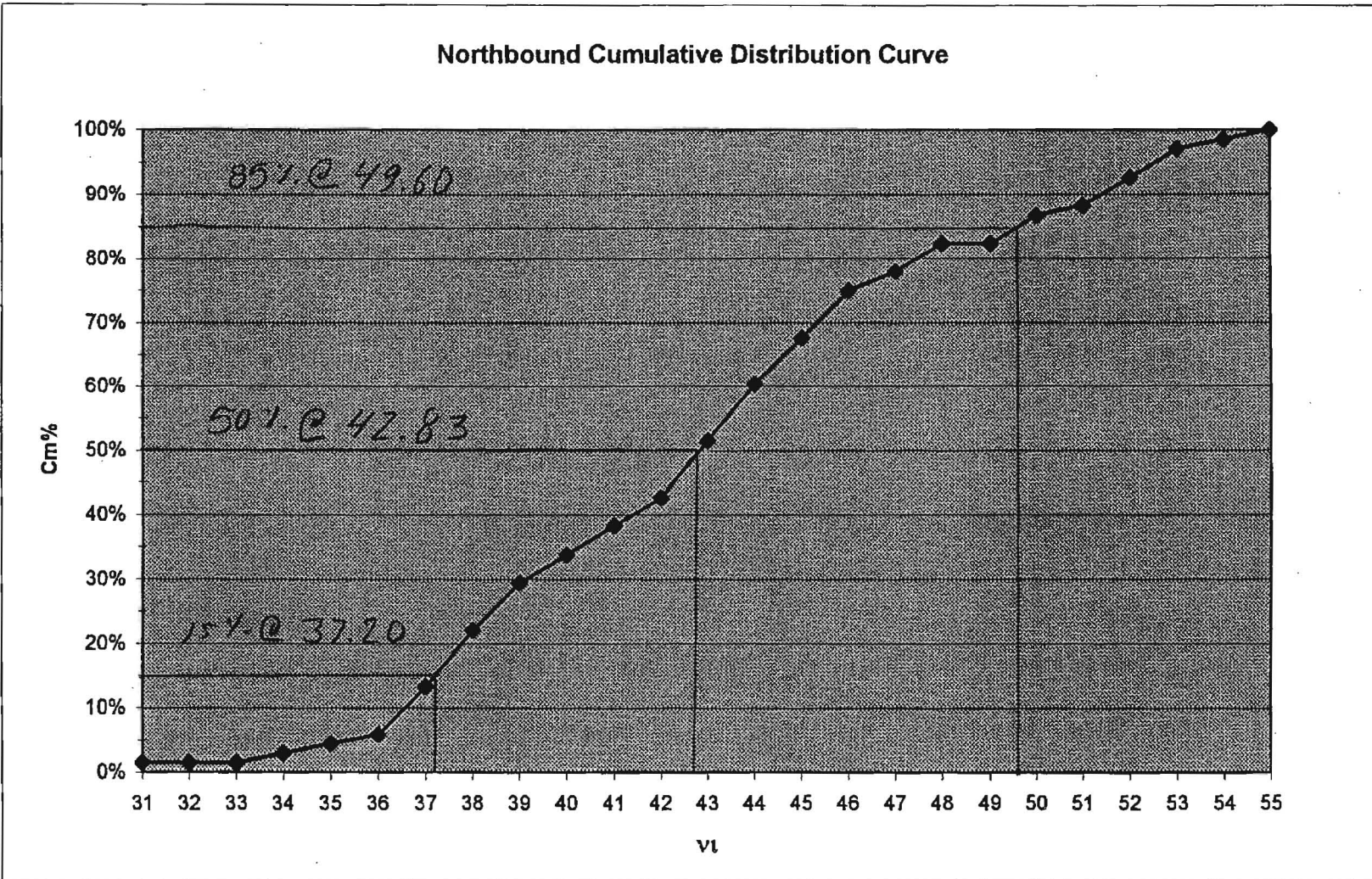
# MARS GROUP

Area/Vicinity Map



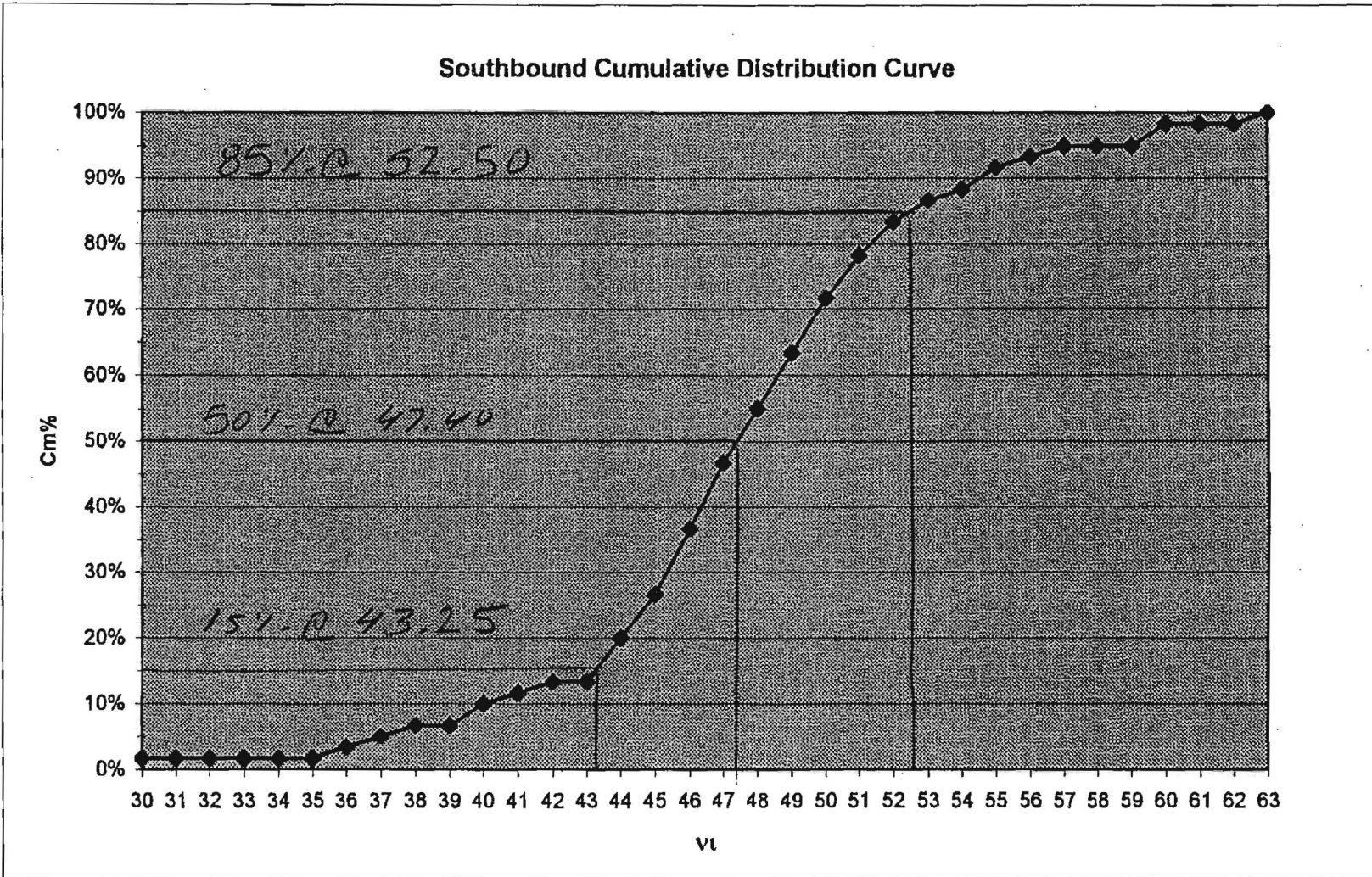






Operating Speed Determination at Folly Quarter Road.

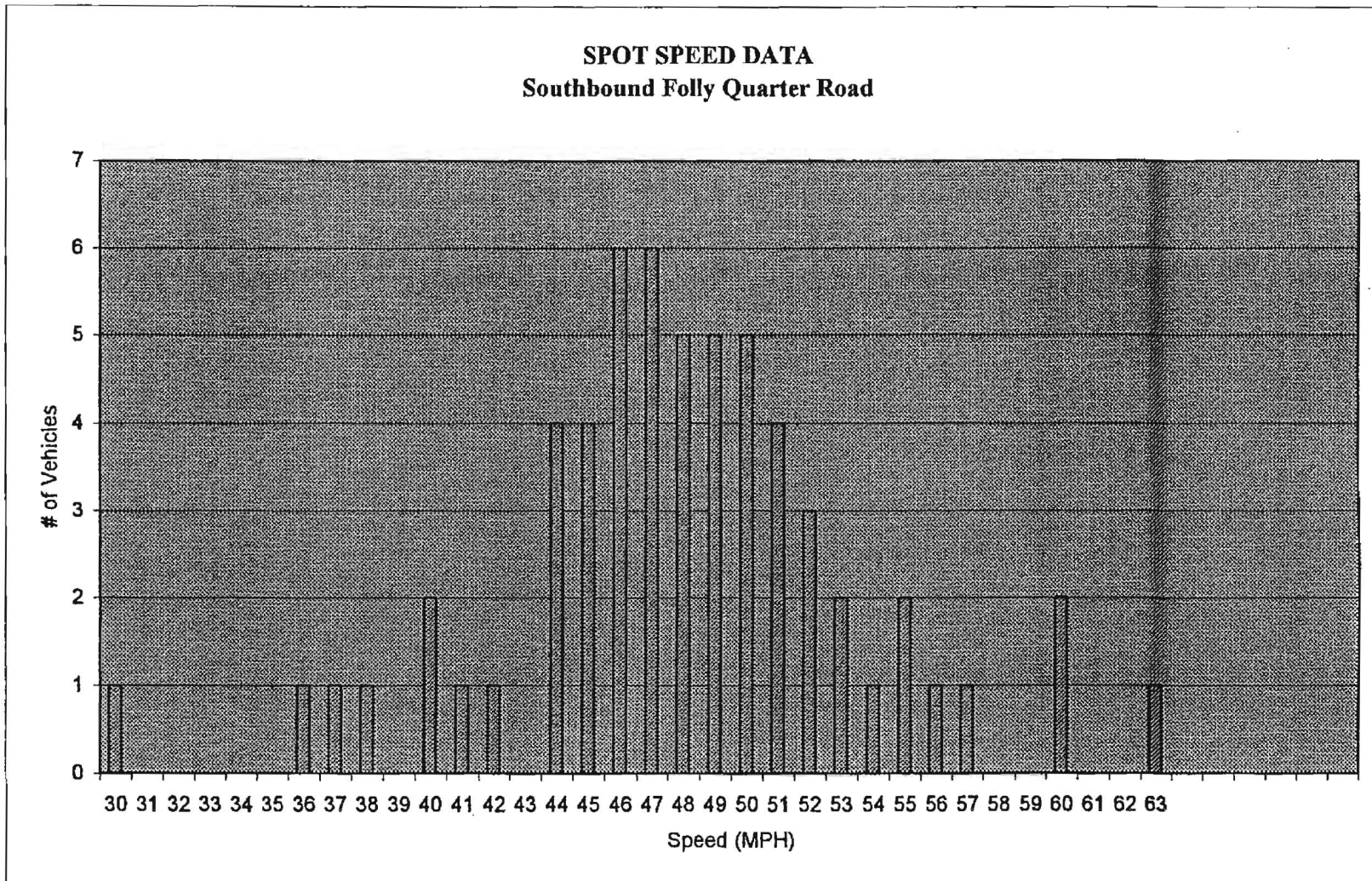
**MARS GROUP**



Operating Speed Determination at Folly Quarter Road.

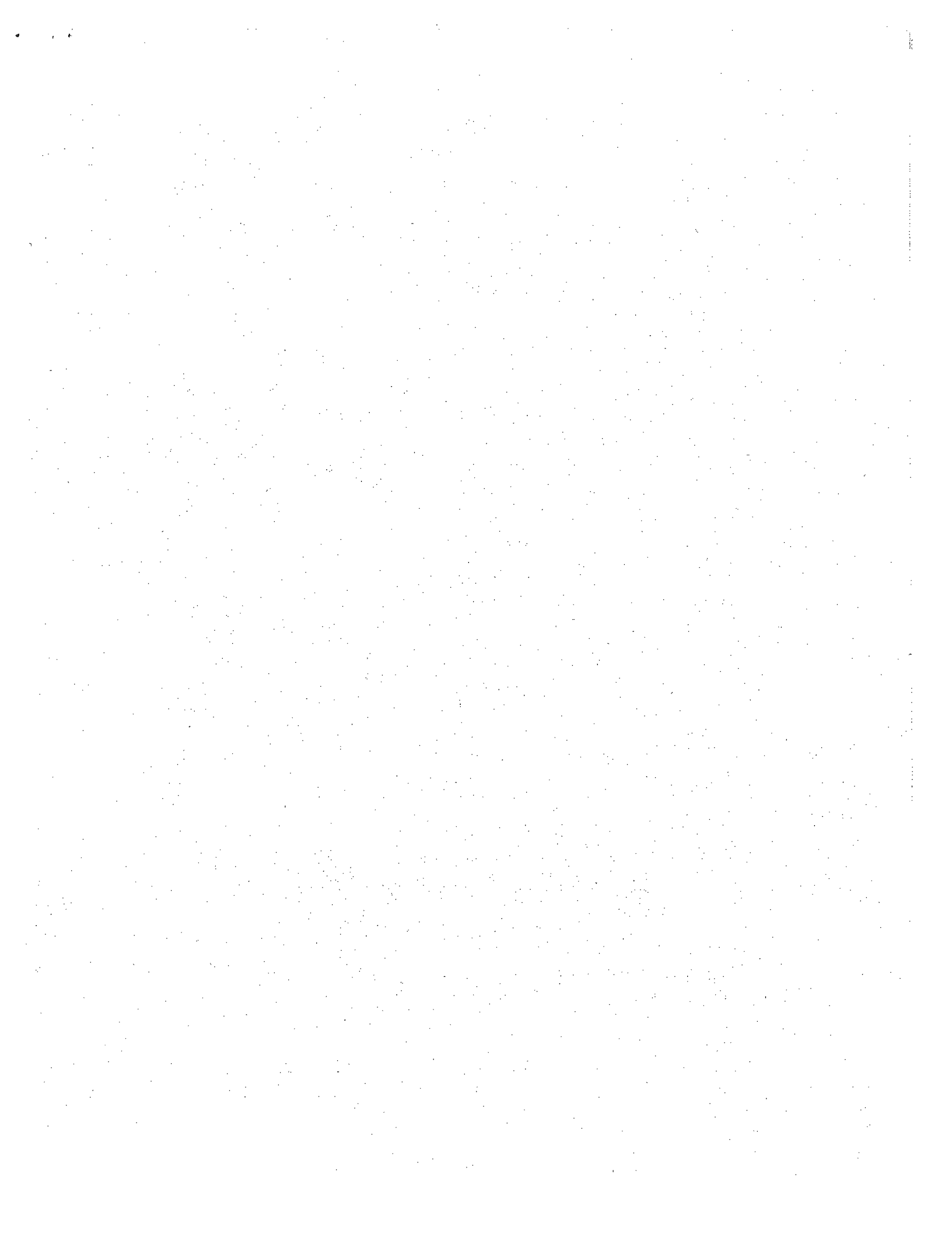
**MARS GROUP**

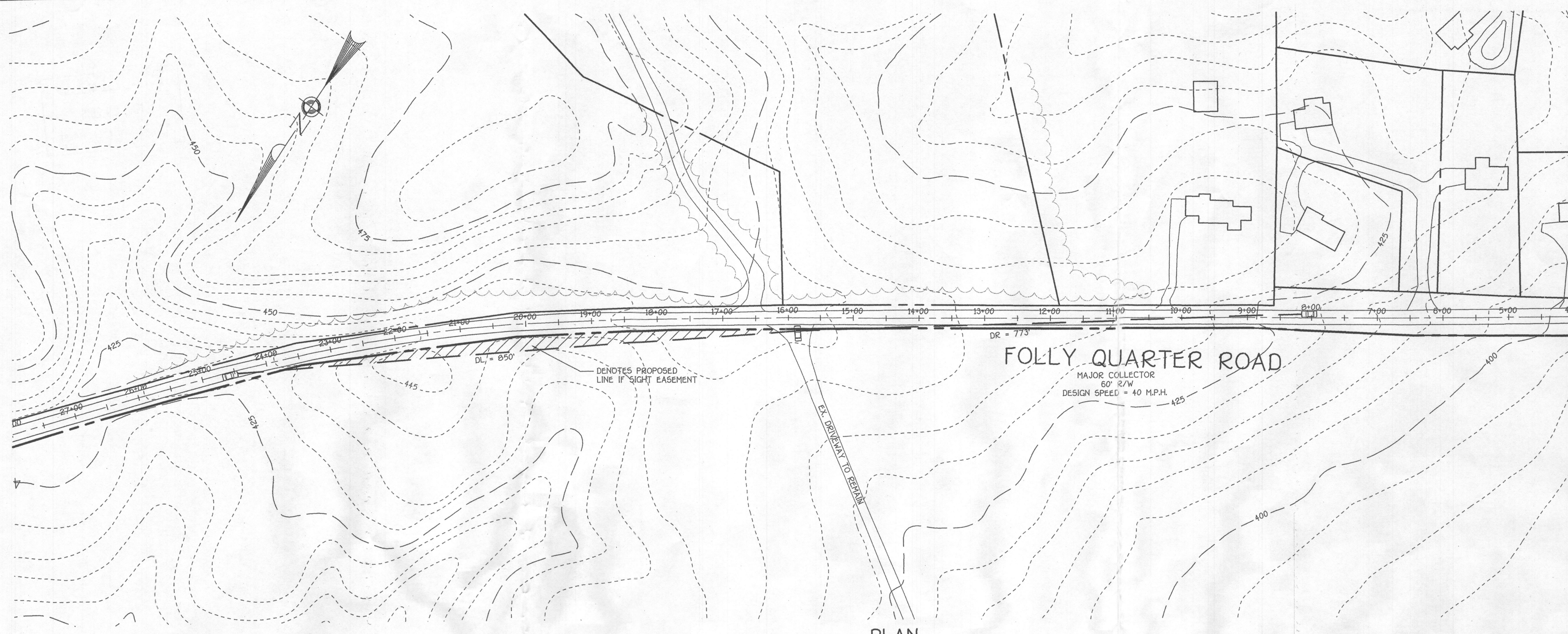




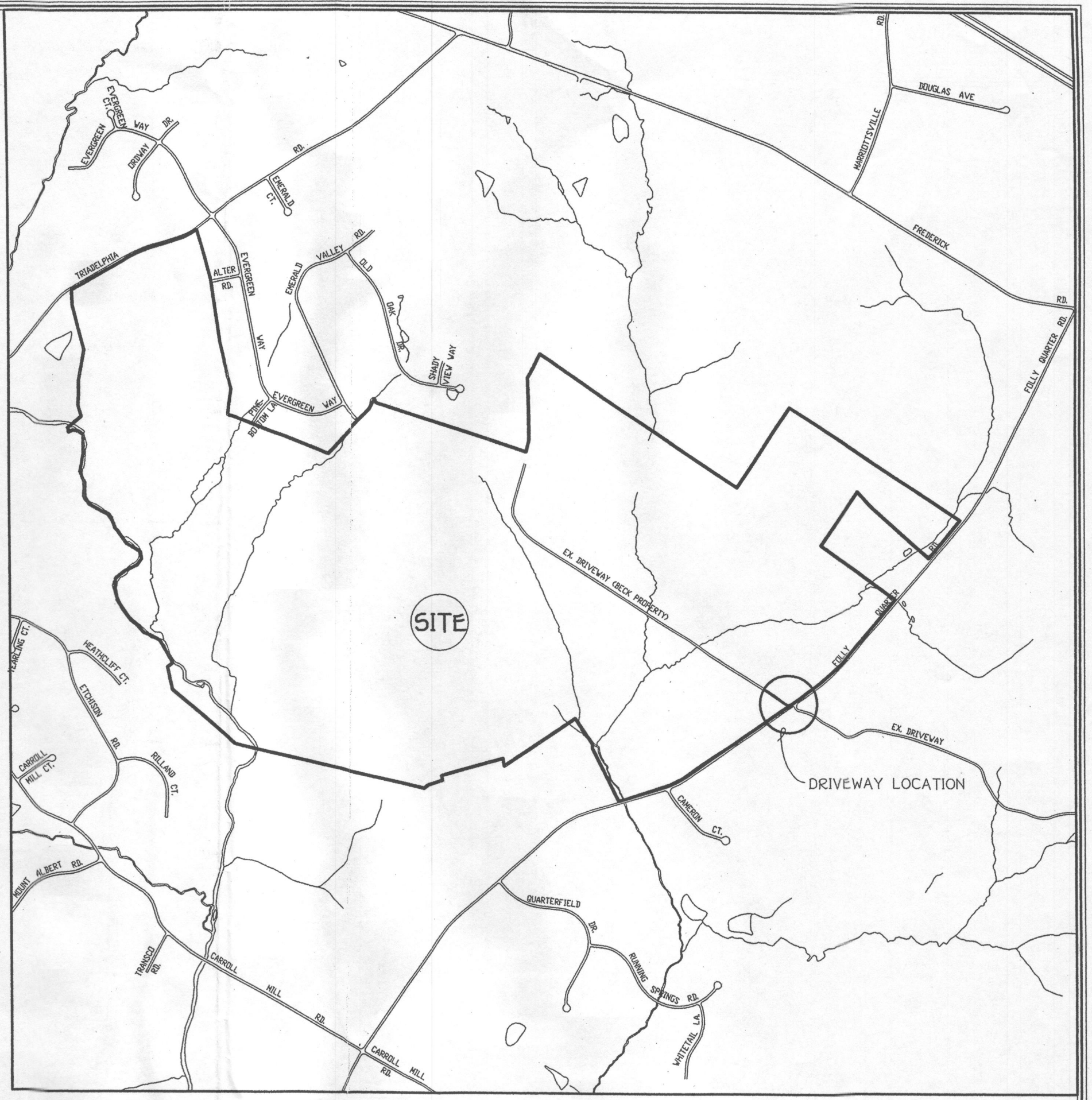
Operating Speed Determination at Folly Quarter Road.

**MARS GROUP**



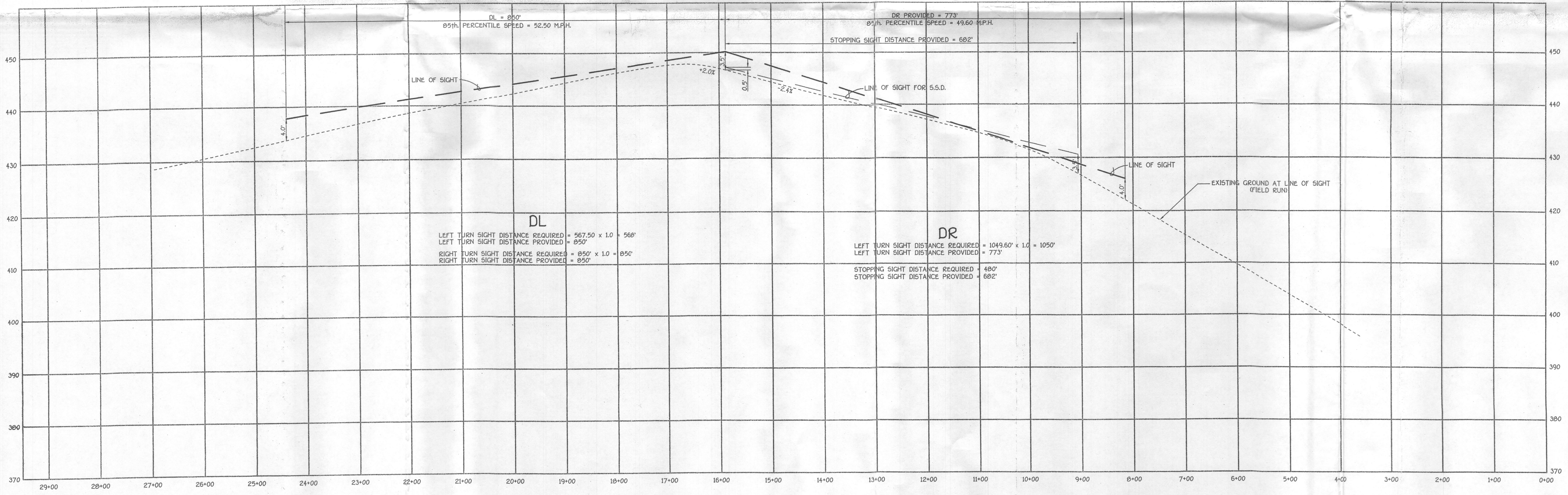


**PLAN**  
SCALE: 1" = 100'



**VICINITY MAP**  
SCALE: 1" = 1200'

**FOLLY QUARTER ROAD**  
MAJOR COLLECTOR  
DESIGN SPEED = 40 M.P.H.



**PROFILE**  
SCALE: HORIZ. : 1" = 100'  
VERT. : 1" = 10'

**SIGHT DISTANCE PLAN AND PROFILE**  
**BECK PROPERTY**  
**LOT 2**  
TAX MAP #23 PARCEL: 121  
THIRD ELECTION DISTRICT HOWARD COUNTY, MARYLAND  
SCALE: AS SHOWN DATE: DECEMBER, 2004  
SHEET 1 OF 1

**FISHER, COLLINS & CARTER, INC.**  
CIVIL ENGINEERING CONSULTANTS & LAND SURVEYORS  
CENTENNIAL SQUARE OFFICE PARK - 18272 BALTIMORE NATIONAL PIKE  
ELLICOTT CITY, MARYLAND 21114  
410-481-2995



**OWNER**  
MR. AND MRS. WALTER BECK  
3500 FOLLY QUARTER RD  
ELLICOTT CITY, MD 21042

246210 474

PAYMENT OF TAXES  
NOT NECESSARY *11/1/95*

**CONFIRMATORY  
DEED OF EASEMENT**

*Raymond J. ...*  
MEMBER OF FINANCE OF HOWARD COUNTY  
89

THIS Confirmatory Deed of Easement is made this 31<sup>st</sup> day of March, 1995, by and between WALTER W. BECK, JANET T. BECK, PETER AYMAR BECK, WILLIAM KEITH BECK, MICHAEL UPJOHN BECK, ADRIENE GRACE BECK-MARSHALL, HEATHER ADELE BECK-PARTON, ROBIN GABRIELLE BECK, FREDERIC ALEXANDER BECK, (collectively, the "Grantor") and Howard County, Maryland, a body politic and corporate of the State of Maryland (the "County").

**RECITALS**

WHEREAS, pursuant to and in accordance with Subtitle 5 of Title 15 of the Howard County Code (the "Howard County Agricultural Land Preservation Act"); the County is authorized to protect and enhance agricultural land in Howard County, Maryland by purchasing the Development Rights (hereinafter defined in Article I in this Confirmatory Deed of Easement) in agricultural real property located within the County.

WHEREAS, the Grantor owns, in fee simple, 719.17 acres, more or less, of agricultural real property located in the Third Election District of Howard County, Maryland and more particularly described in Exhibit A hereto (the "Land").

WHEREAS, the Grantor has agreed to sell and the County has agreed to purchase the Grantor's Development Rights in the Land for conservation purposes, including the preservation of farm land, forest land and open space, pursuant to the County's conservation policy and to enhance agriculture in Howard County and protect natural and ecological resources.

WHEREAS, the transfer by the Grantor of the Development Rights in the Land shall create an agricultural preservation easement ("Agricultural Preservation Easement") as more fully set forth in this Confirmatory Deed of Easement.

WHEREAS, in order to provide for the payment of the purchase price for the rights and restrictions in the Land created by this Confirmatory Deed of Easement, the Grantor and the County have entered into an installment purchase agreement of even date herewith by the terms of which the County shall pay the Grantor the principal sum of \$4,747,000.00.

WHEREAS, the purchase price has been determined by a formula set forth in Resolution 20-1993, adopted by the Howard County Council on March 1, 1993, and reflects the Grantor's election to restrict the number of tenant houses permitted to one tenant house per 50 acres of Land and to agree not to subdivide the Land, except for subdivision of the one-acre lots expressly permitted in Article II of this Confirmatory Deed of Easement.

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Howard County  
*[Signature]*

**RECEIVED**  
APR 6 1995  
State Dept. of Assessments  
and Taxation - Howard County

Agricultural Transfer Tax in the  
Amount of \$             
Signature           

EXHIBIT  
C  
tabbies

GRANT AND AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby for Grantor, Grantor's heirs, personal representatives, successors and assigns, and for any subsequent owner of the Land hereby (1) grants to the County, its successors and assigns, forever and in perpetuity an Agricultural Preservation Easement of the nature and character and to the extent hereinafter set forth, in, on, over and with respect to the Land and (2) establishes, creates and declares the restrictions herein set forth in favor of and for the benefit of the County, its successors and assigns.

AND the Grantor covenants with the County to do and refrain from doing upon the Land all and any of the various acts hereinafter set forth, it being the intention of the parties that the Land shall be preserved for agricultural or related use in accordance with the provisions of the Howard County Agricultural Land Preservation Act.

AND the Grantor further covenants (1) that this Deed shall create a perpetual easement in gross running with the Land and all portions thereof as an incorporeal and nonpossessory interest therein, enforceable against the Grantor and upon any purchaser, grantee, lessee or owner of all or any portion of the Land and any other person or entity having any right, title or interest therein and upon their respective heirs, personal representatives, devisees, successors and assigns; and (2) that the covenants, conditions, limitations and restrictions contained herein are intended to limit the use of the Land as hereinafter set forth.

ARTICLE I.CONDITIONS, LIMITATIONS AND RESTRICTIONS

The Grantor covenants, grants and relinquishes the right to subdivide the Land or to develop the Land for residential purposes other than those Residential and Subdivision Rights expressly permitted in Article II. Grantor further covenants, grants and relinquishes the Development Rights in the Land as defined in Section 15.502 of the Howard County Agricultural Preservation Act as follows:

Development Right: "Development right" means the right to develop the parcel for purposes other than agricultural uses. "Development right" includes, but is not limited to, the right to use the property for industrial or commercial uses, for residential purposes (except as set forth in this subtitle), display of

signs or billboards (except as permitted by resolution of the county council, in connection with the agricultural use of the parcel), or the storage or depositing of trash, junk, rubbish or debris.

ARTICLE II. RESERVED RIGHTS

The Grantor reserves for Grantor and Grantor's heirs, personal representatives and assigns, all rights of a fee simple owner, except for the Development Rights defined in Article I which are extinguished by this Confirmatory Deed of Easement and those other restrictions and conditions imposed upon the Land in this Confirmatory Deed of Easement. Grantor further expressly reserves for Grantor and Grantor's heirs, personal representatives and assigns the following rights ("Residential and Subdivision Rights") set forth in paragraphs 1, 2, 3 and 4 of this Article II.

1. Principal Dwelling. The owner of the Land may construct a principal dwelling after the Howard County Agricultural Land Preservation Board ("Board") has determined that the location of the structure will minimize disruption of agricultural activities. The dwelling may not be subdivided and conveyed separately from the Land except as one of the lots permitted under paragraph 4 of this Article II.

2. Tenant Housing. A maximum of fourteen (14) tenant houses are permitted on the Land and may be used only to house workers fully engaged in the operation of the agricultural use on the Land and their families. The Land is currently improved with two (2) tenant houses. The owner of the Land may construct up to twelve (12) additional tenant houses after the Board has determined that the location of the structure will minimize disruption of agricultural activities. Tenant houses may not be subdivided and conveyed separately from the Land except as one of the lots permitted under paragraph 4 of this Article II.

3. Replacement of Residential Structure. The owner of the Land may replace any permitted residential structure which has become uninhabitable after the Board has determined that the location of the structure will minimize disruption of agricultural activities and provided that the uninhabitable structure is demolished.

4. One Acre Lots. The owner of the Land may subdivide up to fifteen (15) one-acre lots from the Land after the Board has determined that the location of the lot will minimize disruption of agricultural activities. Before the County executes the document releasing the easement restrictions on the one-acre lot, the owner must pay to the County \$6,600 for each lot to be subdivided. The easement restrictions on each one-acre lot will be released concurrently with the recordation of the subdivision

plat creating the lot.

ARTICLE III. AGRICULTURAL USES AND ACTIVITIES

Agricultural uses are expressly permitted and are defined in Section 15.502 of the Howard County Agricultural Land Preservation Act as follows:

"Agricultural use" means farming and includes:

- (1) Dairying, pasturage, growing crops, bee keeping, horticulture, floriculture, orchards, plant nurseries, viticulture, silviculture, aquaculture, and animal and poultry husbandry;
- (2) The breeding, raising, training and general care of livestock for uses other than food, such as sport or show purposes;
- (3) Construction and maintenance of barns, silos and other similar structures, the use of farm machinery, the primary processing of agricultural products and the sale of agricultural products produced on the Land where the sales are made; and
- (4) Other uses directly related to or as an accessory use of the premises for farming and agricultural purposes.

ARTICLE IV. ADDITIONAL COVENANTS AND OBLIGATIONS

1. Maintenance of the Land. Grantor covenants and agrees to maintain and to manage the Land in accordance with an approved soil conservation and water quality plan and shall not substantially reduce the agricultural value of the Land by use of practices unacceptable to the United States Department of Agriculture or the Maryland Department of Agriculture; provided, however, that if the original Grantor ceases to own the Land, the obligations of this Article IV are enforceable only against the owner of the Land responsible for the violations.

2. Conveyance of the Land. In furtherance of the covenants made in Article I, Grantor covenants and agrees that the Land shall only be conveyed as an individual single parcel of 719.17 acres, more or less, saving and excepting any one-acre lots created pursuant to paragraph 4 of Article II.

ARTICLE V. NO RIGHT OF PUBLIC ACCESS

The grant of this Agricultural Preservation Easement does not grant the public any right of access or any right to use the

Land.

ARTICLE VI. ENFORCEMENT

The County shall have the following enforcement rights to ensure compliance with the terms and conditions of this easement, which rights shall be cumulative:

1. Inspection. The County shall have the right, with prior notice to the landowner, to enter the Land in order to inspect for compliance with the conditions of the deed of easement.

2. Damages. The County may seek monetary damages of up to 25% of the value of the easement from a landowner who substantially reduces the value of the easement by engaging in practices which are unacceptable to the U.S. Department of Agriculture or the Maryland Department of Agriculture.

3. Damages Not Adequate Remedy. Upon any breach of the terms of this easement by Grantor, the County may, after reasonable notice to Grantor, require that the Land be restored promptly to the condition required by this agricultural land preservation easement. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the restrictions, covenants, conditions or provisions of this easement cannot be adequately remedied by action at law or exclusively by recovery of damages.

4. Injunction. In addition to other remedies, the County may seek an injunction to halt practices which violate the terms and conditions of the easement.

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

ARTICLE VII. MISCELLANEOUS

1. Laws and Regulations. The provisions of this easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions applicable to the Land.

2. Entire Agreement. This Confirmatory Deed of Easement sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the easement. Any amendments to this Preservation Easement shall be in writing,

signed by each of the parties.

AND, the Grantor further covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the development rights hereby conveyed; that he will warrant specially the property interest herein conveyed, and that he will execute such further assurances of the same as may be required.

WITNESS, the hands and seals of the Grantor as of the date above written.

WITNESS:

GRANTOR

[Signature]

[Signature] (SEAL)  
WALTER W. BECK

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of March, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WALTER W. BECK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Confirmatory Deed of Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.



[Signature]  
Notary Public

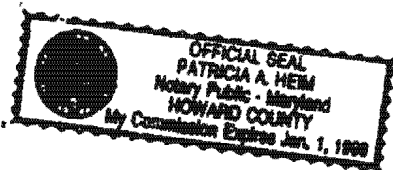
[Signature]

[Signature] (SEAL)  
JANET T. BECK

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of March, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JANET T. BECK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Confirmatory Deed of Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.



[Signature]  
Notary Public

3:62 PM 480

[Signature]

[Signature] (SEAL)  
PETER AYMAR BECK

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared PETER AYMAR BECK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Confirmatory Deed of Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.



[Signature]  
Notary Public

[Signature]

[Signature] (SEAL)  
MICHAEL UPJOHN BECK

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MICHAEL UPJOHN BECK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Confirmatory Deed of Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.



[Signature]  
Notary Public

[Signature]

[Signature] (SEAL)  
ADRIENE GRACE BECK-MARSHALL

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ADRIENE GRACE BECK-MARSHALL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Confirmatory Deed of Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

3452 100 431

AS WITNESS my hand and Notarial Seal.



Patricia A. Heim  
Notary Public

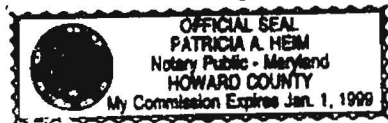
Patricia A. Heim

Robin Gabrielle Beck (SEAL)  
ROBIN GABRIELLE BECK

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBIN GABRIELLE BECK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Confirmatory Deed of Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.



Patricia A. Heim  
Notary Public

Patricia A. Heim

William Keith Beck (SEAL)  
WILLIAM KEITH BECK

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of March, 1998, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM KEITH BECK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Confirmatory Deed of Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.



Patricia A. Heim  
Notary Public

8452 P 432

Heather Adele Beck-Parton (SEAL)  
HEATHER ADELE BECK-PARTON

STATE OF North Carolina, COUNTY OF Wayne, to wit:

I HEREBY CERTIFY that on this 27 day of March, 1994, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HEATHER ADELE BECK-PARTON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Confirmatory Deed of Easement and acknowledged that she executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Janice J. Pressley  
Notary Public

My Commission Expires:

Sept 26, 1997

Carol L. Cassett

Frederic Alexander Beck (SEAL)  
FREDERIC ALEXANDER BECK

STATE OF Indiana, COUNTY OF Tippecanoe, to wit:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of March, 1996, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared FREDERIC ALEXANDER BECK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Confirmatory Deed of Easement and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Carol L. Cassett  
Notary Public

My Commission Expires:

9-28-96

CAROL CASSETT  
NOTARY PUBLIC STATE OF INDIANA  
WILLIAMSBURG, IN  
MY COMMISSION EXPIRES 09/28/1996

I, the undersigned, hereby certify that (a) I am an attorney admitted to practice before the Court of Appeals of Maryland, and (b) this instrument was prepared by me or under my supervision.

By: R. J. Johnson  
Name:

AFTER RECORDING, RETURN TO:  
HOWARD COUNTY OFFICE OF LAW  
GEORGE HOWARD BUILDING  
3430 COURTHOUSE DRIVE  
ELLCOTT CITY, MARYLAND 21043

484

July 13, 1994  
Revised March 22, 1995

**DESCRIPTION  
OF A 719.17 ACRE PARCEL  
SURVEYED FOR  
WALTER W. AND JANET T. BECK, ET AL  
THIRD ELECTION DISTRICT  
HOWARD COUNTY, MARYLAND**

**BEGINNING FOR THE SAME** at a point in or near the centerline of the county road know as Triadelphia Road at the beginning of the Thirty-First or South  $10^{\circ}48'41''$  East 2,073.99 feet line of Parcel 1 of that land which by deed dated August 30, 1979 and recorded among the Land Records of Howard County, Maryland in Liber No. 956 at Folio 348 was made by and between Morgan Guaranty Trust Company of New York as Personal Representative of the Estate of Janet Upjohn Stearns, deceased, and William Keith Beck, et.al., and running thence binding along all of the Thirty-First and thence all of the Thirty-Second deed lines of said Parcel 1, leaving Triadelphia Road, as now surveyed,

- 1) South  $10^{\circ}52'23''$  East 2,073.99 feet, passing over a concrete monument found 44.83 feet on line at the northwestern corner of Lot 1 as shown on a plat entitled "Map of Evergreen Valley, Section 1", recorded among the said Land Records in Plat Book 8 at Folio 6 and binding along the outline of said Plat and thence the outlines of "Revised Section Four, Evergreen Valley Estates," recorded among the said Land Records in Plat Book 10 at Folio 54, and "Lot No. 12, Section Four, Evergreen Valley Estates", recorded among the said Land Records in Plat Book 15 at Folio 92, and Section Six, Evergreen Valley Estates," recorded among the

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said Land Records in Plat Book 18 at Folio 67,

- 2) South 68°44'53" East 1,141.76 feet to a bar capped "F.C.C. #106" set at the beginning of the First or North 40°53'24" East 779.62 feet line of Parcel II of the aforementioned deed recorded as aforesaid in Liber No. 956 at Folio 348, thence binding along all of the said First deed line of Parcel II and continuing along the outline of said "Section Six, Evergreen Valley Estates" recorded in Plat Book 18 at Folio 67 and continuing along the outline of "Evergreen Valley Estates, Section Seven" and recorded among the aforesaid Land Records in Plat Book 24 at Folio 61,
- 3) North 41°00'07" East 779.62 feet to a bar capped "F.C.C. #106", thence binding along all of the Second or South 72°28'15" East 1,014.09 feet line of said Parcel II recorded as aforesaid in Liber No. 956 at Folio 348 and thence a part of the Fourth or South 72°28'15" East 679.85 feet deed line of that land which by deed dated January 23, 1979 and recorded among the said Land Records in Liber No. 925 at Folio 83 was granted and conveyed by Janet Upjohn Stearns to Walter W. Beck and Janet T. Beck, his wife, in combination reversely with a part of the Ninth or North 63°54'17" West 1,719.07 feet line of that land which by deed dated September 14, 1987 and recorded among the said Land Records in Liber No. 1723 at Folio 617 was granted and conveyed by Ronald S. Laneve and Marion S. Laneve, his wife, to Digi-Data Corporation,
- 4) South 72°23'21" East 1,312.20 feet to a rebar with FCC Cap set at the

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end of the Fifth or North 29°51'55" East 419.69 feet line of Exhibit B that land which by deed dated July 5, 1994 and recorded among the said Land Records in Liber No. 3296 at Folio 671 was granted and conveyed by Walter W. Beck and Janet T. Beck, his wife to Walter W. Beck and Janet T. Beck, his wife, thence binding reversely along all of the said Fifth and thence all of the Fourth, Third and Second deed lines of said land,

- 5) South 16°22'05" West 419.69 feet to a rebar with FCC Cap 106 set,
- 6) South 72°23'21" East 399.37 feet,
- 7) South 72°23'21" East 20.63 feet to a rebar with FCC Cap 106 set,
- 8) North 15°04'32" East 420.00 feet to a rebar with FCC Cap 106 set at the beginning of the Nineteenth or North 14°25'41" East 132.00 feet deed line of that land described in Schedule A and recorded as aforesaid in Liber No. 925 at Folio 75, thence binding along all of said Nineteenth deed line and thence all of the Twentieth and Twenty-First lines of said deed and in reverse combination with all of the Eighth or South 22°58'39" West 132.00 feet line and thence all of the Seventh and Sixth lines of the hereinabove mentioned deed recorded as aforesaid in Liber No. 1723 at Folio 617,
- 9) North 13°59'56" East 132.00 feet,
- 10) North 01°45'04" West 676.50 feet,
- 11) North 27°29'56" East 290.40 feet to a concrete monument found, thence leaving the outlines of the last mentioned deed and running with all of

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the Third or South 56° East 1,084.38 feet deed line of Parcel No. 2 of that land which by deed dated April 7, 1980 and recorded among the said Land Records in Liber No. 995 at Folio 123 was granted and conveyed by Mark I. Jacob and Marcella B. Jacob, his wife, to George A. Garbutt and Gertrude J. Garbutt, his wife, and thence binding along all of the Ninth or South 56° East 90.84 perches line and thence all of the Tenth line of Lot 3 of that land which by Confirmatory deed dated November 28, 1979 and recorded among the said Land Records in Liber No. 974 at Folio 614 was made between Marian E. Feaga and Marian E. Feaga, Life Tenant, and Charles C. Feaga, Paul J. Feaga, Roy Francis Feaga, Mary Martha Thompson, and Marian Elizabeth Feaga, remainderspersons; said property being more particularly described in a deed dated May 25, 1936 and recorded among the said Land Records in Liber No. 154 at Folio 291 was granted and conveyed by Augustus Riggs and Amalia Riggs, his wife, and The Eureka-Maryland Assurance Corporation to Roy F. Feaga and Marian E. Feaga, his wife, and also binding along the First and Second lines of the aforesaid deed recorded in Liber No. 925 at Folio 75, Schedule A,

- 12) South 56°20'13" East 2,575.15 feet to a twelve inch diameter fence post found,
- 13) North 33°28'03" East 1,044.23 feet to a stone found at the beginning of the First or South 56° East 86 perches line of Lot 2 of the aforementioned

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deed recorded as aforesaid in Liber No. 974 at Folio 614, thence binding along all of said First deed line and along part of the Third line of the aforesaid deed recorded in Liber No. 925 at Folio 75, Schedule A,

- 14) South 56°52'02" East 1,122.00 feet to a bar capped "F.C.C. #106" set, thence leaving the outlines of said deeds and running within the aforementioned land recorded as aforesaid in Liber No. 925 at Folio 75, reversely along the Third, Second and First lines of a deed intended to be recorded prior hereto, conveying a 758 square foot parcel of land from Walter W. Beck and Janet T. Beck to Marian E. Feaga, et. al.,
- 15) South 33°07'58" West 4.11 feet to a bar capped "F.C.C. #106" set,
- 16) South 56°52'02" East 184.32 feet to a bar capped "F.C.C. #106" set,
- 17) North 33°02'29" East 4.11 feet to a bar capped "F.C.C. #106" set at a point on and 184.31 feet from the end of the First or North 56° West 35.51 perches line of the land which by deed dated March 1987 and recorded among the said Land Records in Liber No. 1638 at Folio 667 was granted and conveyed by Marian E. Feaga, widow, to Marian Elizabeth Feaga (daughter), Roy F. Feaga, Jr., Charles C. Feaga, Paul J. Feaga and Martha Feaga Thompson, thence running within the aforementioned land recorded as aforesaid in Liber No. 1638 at Folio 667 along the First, Second and Third lines of a deed intended to be recorded prior hereto conveying a 758 square foot parcel of land from Marian E. Feaga, et.al., to Walter W. Beck and Janet T. Beck,

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- 18) North 33°02'29" East 16.90 feet to a bar capped "F.C.C. #106" set.
- 19) South 56°14'18" East 45.53 feet to a bar capped "F.C.C. #106" set.
- 20) South 33°02'29" West 16.41 feet to a point 1.351.84 feet on the  
aforementioned Third deed line of Schedule A recorded as aforesaid  
in Liber No. 925 at Folio 75, thence binding along the remainder of said  
Third deed line and also reversely along a part of the aforementioned  
First deed line recorded as aforesaid in Liber No. 1638 at Folio 667 to  
the beginning thereof and thence continuing with the remainder of the  
Fourth or South 56° East 69.28 perches line of Lot 1 of the aforementioned  
Confirmatory deed recorded as aforesaid in Liber No. 974 at Folio 614.
- 21) South 56°52'02" East 914.47 feet, passing over a 1-inch diameter iron pipe  
found 24.45 feet from the end thereof to the center of Folly Quarter Road,  
thence binding along the centerline of Folly Quarter Road and all of the  
Fourth deed line of the aforementioned deed recorded in Liber No. 925 at  
Folio 75, Schedule A.
- 22) South 39°57'56" West 546.13 feet, thence leaving said Folly Quarter  
Road and running, thence binding along the Fifth thru Eleventh deed lines,  
inclusive, of the aforementioned deed recorded in Liber No. 925 at Folio 75,  
Schedule A.
- 23) North 48°12'25" West 865.98 feet passing over an iron pipe 19.65 feet  
on line,
- 24) North 41°43'14" West 225.09 feet,

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- 25) South 35°16'24" West 710.11 feet to a 1-inch diameter iron pipe found,
- 26) South 53°58'43" East 496.04 feet,
- 27) South 50°52'39" East 535.36 feet to a point in the centerline of said Folly Quarter Road passing over a 1-inch diameter iron pipe found 21.17 feet from the end thereof, thence running with Folly Quarter Road, and thence with all of the Fifth or South 39°51'01" West 1,015.64 feet deed line and thence with all of the Sixth deed line of that land which by deed dated January 23, 1979 and recorded among the said Land Records in Liber No. 925 at Folio 87 was granted and conveyed by Walter W. Beck and Janet T. Beck, his wife, to Robin Upjohn Ley,
- 28) South 39°57'57" West 1,015.64 feet,
- 29) South 52°40'37" West 589.28 feet to the beginning of the Sixth or South 52°33'41" West 21.22 feet line of that land which by deed dated March 1, 1979 and recorded among the said Land Records in Liber No. 931 at Folio 155 was granted and conveyed by Robin Upjohn Ley to Walter W. Beck and Janet T. Beck, his wife, thence binding along all of same.
- 30) South 52°40'37" West 21.22 feet to the beginning of the Tenth or South 55°15'51" West 1,467.06 foot line of Parcel I of that land which by deed dated January 30, 1984 and recorded among the said Land Records in Liber No. 1228 at Folio 666 was granted and conveyed by Walter W. Beck and Janet T. Beck, to William Keith Beck, Michael Upjohn Beck, Peter Aymar Beck, Adriene Grace Beck, Heather Adele Beck, Robin

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- Gabrielle Beck, and Frederic Alexander Beck, thence binding along all of said Tenth and thence all of the Eleventh and Twelfth lines of said deed,
- 31) South 55°22'47" West 1,467.06 feet, thence,
  - 32) 141.22 feet along a curve to the right having a radius of 468.25 feet, subtended by the Chord: South 63°03'24" West 140.69 feet, thence,
  - 33) South 73°14'55" West 100.00 feet to the beginning of the Fifth or South 73°03'23" West 103.09 feet line of Parcel II of the abovementioned deed recorded as aforesaid in Liber No. 1228 at Folio 666, thence binding along all of same and thence along all of the Second or South 73°03'23" West 333.39 feet line of Parcel III of the said deed recorded as aforesaid in Liber No. 1228 at Folio 666,
  - 34) South 73°14'55" West 436.48 feet, thence leaving Folly Quarter Road, running with all of the Third, Fourth and Fifth lines of the abovementioned Parcel III,
  - 35) North 30°39'05" West 312.25 feet to a 1/2 -inch diameter iron pipe found,
  - 36) North 23°57'02" West 372.12 feet to a 1/2-inch diameter iron pipe found,
  - 37) North 30°43'59" West 48.58 feet to the beginning of the Second or North 31°00'00" West 223.31 feet line of an exception to the above-mentioned Parcel III recorded as aforesaid in Liber No. 1228 at Folio 666, thence running with all of said Second and thence all of the Third lines of said exception,
  - 38) North 30°43'59" West 223.37 feet to an iron bar found,

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- 39) South 57°51'12" West 962.14 feet to an iron pipe found 129.59 feet on the Sixth or South 19°01'18" East 401.55 feet line Parcel I of that land which by deed dated January 23, 1979 and recorded among the said Land Records in Liber No. 925 at Folio 138 was granted and conveyed by Janet Upjohn Stearns to Robert R. Moxley and Jean deR. Moxley, his wife; said point also being on and 121.59 feet from the end of the First or North 19°01'18" West 401.55 feet line of the aforementioned Parcel II recorded as aforesaid in Liber No. 1228 at Folio 666, thence binding along a part of said deed lines.
- 40) North 18°41'01" West 129.59 feet to a 2-inch diameter iron pipe found, thence leaving the outline of said Parcel II recorded in Liber No. 1228 at Folio 66, running reversely with the Fifth or North 70°50'42" East 793.78 feet line of said Parcel I recorded as aforesaid in Liber No. 925 at Folio 138, and with the Sixteenth (last) or South 70°58'42" West 793.70 foot line of the said Parcel I recorded in 1228 at Folio 666,
- 41) South 71°09'13" West 793.62 feet to a 1-inch diameter iron pipe found at the end of the Fourth or South 77°18'03" East 821.67 feet line of that land which by deed dated June 30, 1976 and recorded among the said Land Records in Liber No. 805 at Folio 21 was granted and conveyed by Henry M. Witt and Helen L. Witt, his wife, and Irvin L. Siegel and Fannie S. Siegel, his wife, to Thomas E. Lloyd and Marion J. Lloyd, his wife; said land being more particularly described in a Lease dated June 11, 1969 and

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recorded among the said Land Records in Liber No. 511 at Folio 423 which was granted and conveyed by Henry M. Witt and Helen L. Witt, his wife, and Irvin L. Siegel and Fannie S. Siegel, his wife, to Thomas E. Lloyd and Marion J. Lloyd, his wife; said point also being at the beginning of the First or North  $85^{\circ}22'23$  West 811.57 foot line of said Parcel I recorded as aforesaid in Liber No. 1228 at Folio 666, thence running reversely with said Fourth deed line recorded in Liber No. 805 at Folio 21 and with the said First, Second, Fourth and Fifth lines of the aforesaid Parcel I.

42) North  $84^{\circ}41'29''$  West 821.37 feet to a point on the First or South  $68^{\circ}45'$  East 780.00 feet line of Parcel 1B of that land which by deed dated 1975 and recorded among the said Land Records in Liber No. 709 at Folio 652 was granted and conveyed by Edward W. Lloyd to Thomas B. Lloyd and Marion J. Lloyd, his wife, and thence running reversely with the remainder of the said First deed line and thence reversely with all of the Fourth or South  $68^{\circ}45'$  East 840.00 feet line of Parcel No. 3 of that land which by deed dated 1975 and recorded among the said Land Records in Liber No. 709 at Folio 657 was granted and conveyed by Edward W. Lloyd to Thomas E. Lloyd and Marion J. Lloyd, said land being more particularly described in a deed dated January 14, 1975 and recorded among the said Land Records in Liber No. 709 at Folio 143 which was granted and conveyed by Thomas E. Lloyd and Marion J. Lloyd to Edward W. Lloyd,

43) North  $75^{\circ}38'29''$  West 1,353.85 feet to the northeastern corner of Lot 28

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Block F as shown on a plat entitled "Woodmark, Section 11," recorded among the said Land Records in Plat Book 29 at Folio 64, thence binding along the outline of said plat and thence the outline of Lot 37 as shown on a plat entitled "Lots 36 and 37 Block 'F', Section 11, Woodmark" recorded among the said Land Records as Plat No. 5966 and running thence binding along the outline of Lot 15 as shown on a plat entitled "Woodmark, Section 11" recorded among the said Land Records in Plat Book 29 at Folio 63,

- 44) North  $75^{\circ}38'29''$  West 74.50 feet to a 1-inch diameter iron pipe found,
- 45) North  $50^{\circ}03'25''$  West 988.59 feet, the last portion of which also binds along the Thirty-Sixth (last) or North  $50^{\circ}08'27''$  West 353.17 feet line of the hereinabove mentioned Parcel I recorded as aforesaid in Liber No. 956 at Folio 348 and continuing reversely along the Fourth or South  $04^{\circ}51'$  East 181.50 feet line of that land which by deed dated March 10, 1978 and recorded among the said Land Records in Liber No. 876 at Folio 183 was granted and conveyed by Varina Herbert Hanna Breckenridge to Philip R. Webb and Connie F. Webb, his wife, thence binding reversely along all of same and thence reversely along all of the Third through First lines of said deed and thence binding along the Second or South  $49^{\circ}32'$  East 116.24 feet line of that land which by deed dated March 10, 1978 and recorded among the said Land Records in Liber No. 876 at Folio 180 was granted and conveyed by Varina Herbert Hanna Breckenridge to Choong K. Kim and Young J. Kim, his wife, and thence running reversely with all of the said

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Second line and thence all of the First line of said deed to the end of the Fourth or South  $37^{\circ}13'$  East 103.23 feet line of that land which by deed dated March 10, 1978 and recorded among the said Land Records in Liber No. 876 at Folio 186 was granted and conveyed by Varina Herbert Hanna Breckenridge to Joseph T. Judd and Norma S. Judd, his wife, and thence running reversely with all of the said Fourth line and thence reversely with all of the Third through First lines, inclusive of the said lastly mentioned deed to the southeastern corner of Lot 1 as shown on a plat entitled "Klausmeyer Property and Lot 38, Block 'F', Section 11, Woodmark" recorded among the said Land Records as Plat No. 6799, thence binding along the outlines of said Lot 1; and also binding along all of the First or North  $12^{\circ}17'17''$  West 181.50 foot line and thence all of the Second through Nineteenth lines, inclusive, of the aforesaid Parcel I recorded in Liber No. 956 at Folio 348,

- 46) North  $12^{\circ}16'38''$  West 180.63 feet to an iron pipe found,
- 47) North  $49^{\circ}17'18''$  East 122.89 feet passing over an iron pipe found 109.60 feet on line to the center of the Middle Patuxent River, thence binding long the centerline of the Middle Patuxent River, the following seventeen (17) courses and distances, viz.:
- 48) North  $37^{\circ}34'10''$  West 284.94 feet,
- 49) North  $57^{\circ}05'51''$  West 197.09 feet,
- 50) North  $44^{\circ}46'51''$  West 282.20 feet,

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- 51) North 33°43'51" West 124.34 feet,
- 52) North 18°55'51" West 147.68 feet,
- 53) North 18°34'08" East 120.75 feet,
- 54) North 51°50'08" East 99.48 feet,
- 55) North 43°35'48" East 313.65 feet,
- 56) North 29°34'51" West 97.86 feet,
- 57) North 50°59'51" West 269.50 feet,
- 58) North 42°18'54" West 102.90 feet,
- 59) North 18°05'54" West 102.59 feet,
- 60) North 60°34'52" West 166.21 feet,
- 61) North 52°59'54" West 128.69 feet,
- 62) North 04°16'53" West 123.26 feet,
- 63) North 00°40'08" East 577.59 feet,
- 64) North 63°31'24" West 132.15 feet, thence leaving said Middle Paruxent River and running thence binding along the Twentieth through Thirtieth lines, inclusive, of said land recorded as Parcel I in Liber No. 956 at Folio 348, and also to the end of First or South 04°23'26" East 132.00 feet line of that land which by deed April 29, 1970 and recorded among the said Land Records in Liber No. 534 at Folio 443 was granted and conveyed by Frances H. Muth and Judy R. Lassotovitch and Edward H. Lassotovitch, her husband, to Ferhat F. Omer and Ayten Y. Omer, his wife, thence binding reversely along all of said First deed line to the end of the eastern

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or South 02°14'08" East 264.00 feet line of Lot 2 as shown on a plat entitled "White Subdivision, Lots 1 and 2" recorded among the said Land Records as Plat No. 9885, thence binding along same to the end of the Tenth or South 16°28' West 321.74 foot line of that land which by deed dated July 13, 1961 and recorded among the said Land Records in Liber No. 370 at Folio 607 was granted and conveyed by Hobart L. Taylor and Lillian M. Taylor, his wife, to Lester D. Brubaker and Joan H. Brubaker, his wife, thence binding reversely along all of the Tenth and reversely along all of the Ninth lines of said lastly mentioned deed to the Second or North 03°52'30" East 187.70 feet line of that land which by deed dated November 15, 1971 and recorded among the said Land Records in Liber No. 577 at Folio 447 was granted and conveyed by William J. Buell and Gertrude Buell, his wife, to Thomas Allan Palacorolla and Barbara J. Palacorolla, his wife, thence binding along all of said Second deed line the center of Triadelphia Road,

- 65) North 45°02'41" East 143.93 feet,
- 66) North 05°02'57" West 394.91 feet passing over an iron pipe found 132.00 feet from the beginning,
- 67) North 09°07'30" East 350.28 feet to an iron pipe found,
- 68) North 15°04'14" West 492.90 feet,
- 69) North 05°25'21" West 195.48 to Triadelphia Road and running thence binding along the centerline of Triadelphia Road,
- 70) North 63°10'54" East 278.18 feet.

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or South  $02^{\circ}14'08''$  East 264.00 feet line of Lot 2 as shown on a plat entitled "White Subdivision, Lots 1 and 2" recorded among the said Land Records as Plat No. 9885, thence binding along same to the end of the Tenth or South  $16^{\circ}28'$  West 321.74 foot line of that land which by deed dated July 13, 1961 and recorded among the said Land Records in Liber No. 370 at Folio 607 was granted and conveyed by Hobart L. Taylor and Lillian M. Taylor, his wife, to Lester D. Brubaker and Joan H. Brubaker, his wife, thence binding reversely along all of the Tenth and reversely along all of the Ninth lines of said lastly mentioned deed to the Second or North  $03^{\circ}52'30''$  East 187.70 feet line of that land which by deed dated November 15, 1971 and recorded among the said Land Records in Liber No. 577 at Folio 447 was granted and conveyed by William J. Buell and Gertrude Buell, his wife, to Thomas Allan Palacorolla and Barbara J. Palacorolla, his wife, thence binding along all of said Second deed line the center of Triadelphia Road,

- 65) North  $45^{\circ}02'41''$  East 143.93 feet,
- 66) North  $05^{\circ}02'57''$  West 394.91 feet passing over an iron pipe found 132.00 feet from the beginning,
- 67) North  $09^{\circ}07'30''$  East 350.28 feet to an iron pipe found,
- 68) North  $15^{\circ}04'14''$  West 492.90 feet,
- 69) North  $05^{\circ}25'21''$  West 195.48 to Triadelphia Road and running thence binding along the centerline of Triadelphia Road,
- 70) North  $63^{\circ}10'54''$  East 278.18 feet,

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- 71) North 61°26'45" East 199.95 feet,
- 72) North 60°13'35" East 208.44 feet,
- 73) North 66°30'40" East 258.44 feet,
- 74) North 72°47'45" East 345.17 feet and,
- 75) 245.37 feet along the arc of a curve to the left having a radius of 660.96 feet and subtended by the Chord: North 62°09'40" East 243.96 feet to the point of beginning; containing 719.17 acres of land, more or less.

**BEING**

- 1) All of that Parcel I and Parcel II land which by deed dated August 3, 1979 and recorded among the said Land Records in Liber No. 956 at Folio 348 was granted and conveyed by Morgan Guaranty Trust Company of New York as Personal Representative of the Estate of Janet Upjohn Stearns to William Keith Beck, et.al.
- 2) A part of that land which by deed dated January 23, 1979 and recorded among the said Land Records in Liber No. 925 at Folio 83 was granted and conveyed by Janet Upjohn Stearns to Walter W. Beck and Janet T. Beck, his wife.
- 3) A part of that land in Schedule B and part of that land in Schedule A which by deed dated January 23, 1979 and recorded among the said Land Records in Liber No. 925 at Folio 75 was granted and conveyed by James F. Dolan, Nominee, to Walter W. Beck and Janet T. Beck, his wife.
- 4) All of that land which by deed dated January 23, 1979 and recorded among the said Land Records in Liber No. 925 at Folio 87 was granted and conveyed by Walter W. Beck and Janet T. Beck to Robin Upjohn Ley.

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5) All of that land which by deed dated March 1, 1979 and recorded among the said Land Records in Liber No. 931 at Folio 155 was granted and conveyed by Robin Upjohn Ley to Walter W. Beck and Janet T. Beck, his wife.

6) All of that land in Parcel I and Parcel III and part of that land in Parcel II which by deed dated January 30, 1984 and recorded among the said Land Records in Liber No. 1228 at Folio 666 was granted and conveyed by Walter W. Beck and Janet T. Beck, his wife, to William Keith Beck, et.al.

7) All of that land which by deed dated January 23, 1979 and recorded among the said Land Records in Liber No. 925 at Folio 75 was granted and conveyed by James F. Dolan to Walter W. Beck and Janet T. Beck, his wife.

8) All of that land which by deed dated January 23, 1979 and recorded among the said Land Records in Liber No. 925 at Folio 83 was granted and conveyed by Janet Upjohn Stearns to Walter W. Beck and Janet T. Beck, his wife.

9) All of that land which by deed dated March 1, 1979 and recorded among the said Land Records in Liber No. 931 at Folio 155 was granted and conveyed by Robin Upjohn Ley to Walter W. Beck and Janet T. Beck, his wife.

10) All of that land which by deed dated April 2, 1979 and recorded among the said Land Records in Liber No. 933 at Folio 636 was granted and conveyed by Walter W. Beck and Janet T. Beck, his wife to William Keith Beck, et.al.

11) All of that land which by deed dated April 2, 1979 and recorded among the said Land Records in Liber No. 933 at Folio 643 was granted and conveyed by Walter W. Beck and Janet T. Beck, his wife to William Keith Beck, et.al.

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the said Land Records in Liber No. 1135 at Folio 177 was granted and conveyed by Calvin Damian Thompson and Barbara Blaney Thompson, his wife to Walter W. Beck, et.al.

20) All of that land which by deed dated December 29, 1982 and recorded among the said Land Records in Liber No. 1135 at Folio 214 was granted and conveyed by Walter W. Beck and Janet T. Beck, his wife to William Keith Beck, et.al.

21) All of that land which by deed dated January 3, 1983 and recorded among the said Land Records in Liber No. 1136 at Folio 205 was granted and conveyed by Walter W. Beck and Janet T. Beck, his wife to William Keith Beck, et.al.

22) All of that land which by deed dated January 30, 1984 and recorded among the said Land Records in Liber No. 1228 at Folio 666 was granted and conveyed by Walter W. Beck and Janet T. Beck, his wife to William Keith Beck, et.al.

23) All of that land which by deed dated September 15, 1993 and recorded among the said Land Records in Liber No. 2989 at Folio 380 was granted and conveyed by Robin Ley Munn formerly known of record as Robin Upjohn Ley to Janet T. Beck.

24) All of that land which by deed dated October 16, 1993 and recorded among the said Land Records in Liber No. 3138 at Folio 709 was granted and conveyed by Marian Elizabeth Feaga, et.al. to Walter W. Beck and Janet T. Beck.

All of that land which was granted and conveyed to Walter W. Beck and Janet T. Beck, his wife by the following eleven (11) Quit Claim deeds.

25) By deed dated December 23, 1994 recorded among said Land Records in Liber No. 3422 at Folio 458 from Mary Carter Carol Ziegler.

26) By deed dated December 7, 1994 recorded among said Land Records in Liber

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No. 3422 at Folio 463 from John Lee Carroll, Jr.

27) By deed dated December 16, 1994 recorded among said Land Records in Liber No. 3422 at Folio 468 from Sophie Ziegler.

28) By deed dated December 19, 1994 recorded among said Land Records in Liber No. 3422 at Folio 473 from Natalie Ziegler.

29) By deed dated November 10, 1994 recorded among said Land Records in Liber No. 3422 at Folio 478 from Phillip D. Carroll.

30) By deed dated November 12, 1994 recorded among said Land Records in Liber No. 3422 at Folio 483 from Phillip D. Carroll.

31) By deed dated November 13, 1994 recorded among said Land Records in Liber No. 3422 at Folio 488 from Camilla Carroll.

32) By deed dated December 5, 1994 recorded among said Land Records in Liber No. 3422 at Folio 493 from Genevieve Anne Carroll.

33) By deed dated December 5, 1994 recorded among said Land Records in Liber No. 3422 at Folio 498 from Thomas T. Carroll.

34) By deed dated December 5, 1994 recorded among said Land Records in Liber No. 3422 at Folio 503 from John Lee Carroll.

35) By deed dated December 9, 1994 recorded among said Land Records in Liber No. 3422 at Folio 508 from Jessica Ziegler Cardew.

**SUBJECT TO**

1) A right-of-way from James. F. Redmund, et.ux. to the Chesapeake and Potomac Telephone Company of Baltimore City which by Agreement dated July 3, 1922 and

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132 P. 504

Gas and Electric Company dated November 30, 1959 and recorded among the aforesaid Land Records in Liber No. 380 at Folio 605 which identifies a pole line across adjoining parcel of land to Folly Quarter Road.

NOTE: This description prepared without the benefit of a title report.



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(Office of Law)