

1 DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT
2 (Affordable Housing)

3 THIS DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT (this
4 "Agreement"), made as of the 3rd day of February, 2017, by and between HOWARD RESEARCH
5 AND DEVELOPMENT CORPORATION, its successors and assigns ("HRD") and HOWARD
6 COUNTY, MARYLAND, a body corporate and politic of the State of Maryland ("Howard County"
7 or "County"); HRD and Howard County are hereinafter each referred to as a "Party" and
8 collectively as the "Parties".

9 RECITALS

10 1. On February 1, 2010, the Howard County Council approved the Downtown
11 Columbia Plan, a General Plan Amendment (the "Downtown Columbia Plan"). The Downtown
12 Columbia Plan envisions the evolution of Downtown Columbia as Howard County's urban center
13 with new development of 5,500 dwellings, 640 hotel rooms, 4.3 Million square feet of office and
14 1.25 Million square feet of retail uses. The Downtown Columbia Plan further envisions a full
15 spectrum housing program for Downtown Columbia to be achieved through the creation of a
16 Downtown Columbia Community Housing Foundation which would administer a housing fund to
17 be created from contributions from the Downtown Columbia Community Developer (i.e., HRD),
18 developer and property owner contributions, and other sources.

19 2. As part of the Downtown Columbia Plan, HRD and other property owners and
20 developers in Downtown Columbia were required to provide various Community Enhancements,
21 Programs and Public Amenities ("CEPPAs"), including CEPPAs aimed at achieving affordable
22 housing. CEPPAs 10 and 11 require contributions from HRD to the Fund (as defined below) of
23 \$1,500,000 each and CEPPAs 26 and 27 require additional contributions to the Fund, including one-
24 time payments of between \$2,000.00 and \$9,000.00 for each new dwelling unit.

25 3. The Howard County Council adopted Bill 24-2012 effective September 3, 2012,
26 which established the Downtown Columbia Community Housing Fund ("Fund") for the purpose of
27 providing affordable housing assistance as an amenity as described in the Downtown Columbia Plan
28 and further providing for the recognition of a nonprofit entity as the Downtown Columbia
29 Community Housing Foundation for purposes of administering the Fund. Bill 24-2012 also
30 established mandatory contributions into the Fund by the Downtown Columbia Community
31 Developer and property owners

32 4. On November 5, 2012, the County Council adopted Resolution 54-2012 recognizing
33 the Columbia Downtown Housing Corporation ("CDHC") as the Downtown Columbia Community
34 Housing Foundation under the Downtown Columbia Plan.

35 5. Net New (as defined in Section 1.1.GG below) approved residential development
36 includes (i) The Metropolitan comprised of 380 dwelling units and ground floor retail space; and (ii)
37 Parcel C comprised of 437 total dwelling units and ground floor retail space, both of which
38 approved by final development plan FDP-DC-Warfield-1. Site development plan approval of The
39 Metropolitan (SDP 13-007) reduced the number of Net New dwelling units remaining to be
40 constructed in Downtown Columbia to 5,120 units, and site development plan approval of Parcel C

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1 (SDP 14-024) further reduced the number of Net New dwelling units remaining to be constructed to
2 4,683 units.

3 6. On or about October 8, 2013, HRD, as the designated Community Developer, in
4 order to permit construction and occupancy of The Metropolitan, contributed \$2,329,422.20 to the
5 Fund in accordance with the Downtown Columbia Plan, CEPPAs 10, 26 and 27, and Bill 24-2012.
6 On or about June 14, 2016, HRD contributed an additional \$2,498,103.63 to the Fund in accordance
7 with the Downtown Columbia Plan, CEPPAs 11, 26 and 27 and Bill 24-2012 in order to permit
8 construction and occupancy of Parcel C. To date, approximately \$4,827,525.83 in contributions
9 have been provided to the Fund by HRD.

10 7. On March 31, 2014, CDHC presented its Second Annual Report to the County
11 Council and County Executive in which CDHC advised that changes in legislation will be necessary
12 to realize the goals of the Downtown Columbia Plan for the development of a full spectrum housing
13 program in Downtown Columbia.

14 8. On October 29, 2014, the County Council adopted Resolution 120-2014 requesting
15 CDHC to consider whether legislative changes are necessary and appropriate to ensure the
16 Downtown Columbia Plan's vision for a full spectrum of affordable housing can be achieved and to
17 recommend any changes believed necessary and appropriate to the County Council and County
18 Executive.

19 9. On February 27, 2015, CDHC presented its recommendations to the County Council
20 and County Executive, which recommendations would have required 15% of future residential
21 development in Downtown Columbia to be affordable, providing up to 702 units of affordable
22 housing in Downtown Columbia at full residential build-out and serving households with an average
23 AMI of 60% of the Howard County AMI.

24 10. As Community Developer under the Downtown Columbia Plan, HRD objected to
25 CDHC's recommendations to the County Council and County Executive on the basis that the
26 adoption of such recommendations would only stifle future development in Downtown Columbia.
27 HRD suggested instead that a more nuanced approach be developed as a collaboration among HRD,
28 the County, CDHC and the Howard County Housing Commission ("Commission"), which would
29 actually "jump start" and maximize the potential to create affordable housing in Downtown
30 Columbia.

31 11. On June 8, 2015, at a public worksession of the County Council representatives of
32 HRD presented the County Council and representatives of CDHC and the Commission with an
33 alternative means of achieving a full spectrum of housing in Downtown Columbia, and after
34 discussion at this worksession, it was understood that HRD, CDHC and the Commission would
35 attempt to work towards a joint recommendation regarding affordable housing and to determine
36 what, if any, recommendations should be jointly made to the County Council and pursued.

37 12. Representatives of CDHC, HRD, the Commission and the Howard County
38 Executive met over a period of months during summer and fall 2015 to understand the various
39 perspectives and objectives of the parties, including, without limitation, achieving a full spectrum of
40 housing, the economic constraints affecting the ability of the private sector alone to meet this

1 objective, the existing requirements and recommendations of the Downtown Columbia Plan,
2 CEPPAs and Bill 24-2012, and the potential use of mechanisms such as low income housing tax
3 credits, PILOT, and land dedication and land exchanges to facilitate the creation of affordable
4 housing.

5 13. On September 8, 2015, representatives of CDHC, HRD, the Commission and the
6 Howard County Executive presented the County Council with a set of joint recommendations on
7 affordable housing in Downtown Columbia (the "Joint Recommendations"). The Joint
8 Recommendations describe a multi-faceted approach to achieve a full spectrum of housing by
9 encouraging private investment including, without limitation, recommendations for (i) Very Low
10 Income Units, Low Income Units, and Middle Income Units; (ii) an inclusionary program whereby
11 Affordable Units are included in each residential rental building going forward; (iii) land exchanges,
12 leases or contributions to facilitate development or redevelopment of a new Central Library, the
13 existing Central Library, a new transit center, Toby's Dinner Theatre, the Banneker Fire Station and
14 the Temporary Fire Station Site, all of which (except for the new Central Library) are anticipated to
15 include additional Affordable Units earlier than would be delivered in the development of the full
16 residential buildout program, and in significant quantity, (iv) modification of the Fund contribution
17 mechanism; and (v) accompanying legislation to facilitate this approach. Together the Joint
18 Recommendations provide for the development of approximately 900 Affordable Units in
19 Downtown Columbia at a full spectrum of household income levels at Full Residential Build Out
20 (defined in Section 1.1.U below).

21 14. HRD is, either itself or through its affiliates, engaged in the development,
22 construction, redevelopment and management of real estate and owns or controls the residential
23 development on parcels of real property in Downtown Columbia, including those parcels more
24 particularly described on Exhibit "A", attached hereto and by this reference incorporated herein.

25 15. Maryland law, Land Use Article, § 7-301 *et seq.* of the Maryland Annotated Code
26 ("Land Use Article"), grants Howard County the authority to establish procedures and requirements
27 for the consideration and execution of Development Rights and Responsibilities Agreements.

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

32 17. The Howard County Council also adopted (i) ZRA-170 on November 9, 2016,
33 effective January 14, 2017, (ii) Council Bill No. 52-2016 on November 9, 2016, effective January
34 14, 2017, (iii) Council Bill No. 53-2016 on November 9, 2016, effective January 14, 2017, and (iv)
35 Council Bill No. 55-2016 on November 9, 2016, effective January 14, 2017.

36 18. This Agreement is intended to constitute a Development Rights and Responsibilities
37 Agreement as provided for in the Land Use Article and the County Ordinance and includes
38 provisions intended to implement the Joint Recommendations adopted by HRD and CDHC and
39 endorsed by the Commission and the County.

40 19. On March 11, 2016 HRD petitioned Howard County to enter into this Agreement.

1 20. On March 16, 2016, Howard County reviewed this petition and determined to accept
2 this petition and initiate the process of considering a Development Rights and Responsibilities
3 Agreement.

4 21. The parties acknowledged and agreed that HRD's affordable housing obligations set
5 forth in this Agreement, when compared to the 12% and 15% MIHU requirement for Downtown
6 Columbia would (a) provide for more affordable dwelling units on the Property and in close
7 proximity thereto, and provide additional funds to further the affordable housing goals set forth
8 herein, (b) serve lower income households, (c) provide the units at earlier stages of development,
9 and (d) support homeownership and live-where-you-work goals; and, consequently, the affordable
10 housing goals in the Downtown Columbia Plan will be served to a greater extent by this Agreement.

11 22. On July 5, 2016, the County Executive filed as legislation with the Howard County
12 Council the Agreement and accompanying zoning and affordable housing law changes. The Howard
13 County Council held a series of public hearings and worksessions to discuss the Agreement and
14 accompanying legislation. As a result of this process, the Howard County Council, in consultation
15 with, among others, HRD, CDHC, the Commission, and the Howard County Executive, filed
16 legislative amendments to the Agreement and accompanying legislation

17 23. As the result of the aforementioned process, HRD shall be deemed to have satisfied
18 all affordable housing obligations under the County Law for the term of this Agreement with respect
19 to the development by HRD and its affiliates of up to 5,500 Net New dwelling units as further
20 detailed herein.

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

26 ARTICLE I
27 DEFINITIONS

28 1.1. Definitions. Unless otherwise defined in this Agreement, the following words, when
29 used in this Agreement, shall have the following meanings:

30 A. "APFO" means the Adequate Public Facilities Act of Howard County.

31 B. "APFO Approval" means approval by Howard County Department of
32 Planning and Zoning of applicable Adequate Public Facilities Ordinance tests for the project or any
33 portion thereof in accordance with the provisions of Section 16.1100 *et seq.* of the Howard County
34 Code, and the applicable provisions of the Howard County Design Manual.

35 C. "Affordable Unit" means a rental dwelling unit that is any of a Middle
36 Income Unit, a Low Income Unit, or a Very Low Income Unit.

37 D. "AMI" means Baltimore, Maryland Metropolitan Statistical Area's Area
38 Median Income.

1 E. "Banneker Fire Station Site" means (i) the property and improvements
2 located at 5815 Banneker Road and more particularly identified as Lot No. 12 Columbia Town
3 Center Subdivision Section 1 as shown on Plat No. 12/61-62 recorded among the Land Records
4 comprised of approximately 1.551 acres, and (ii) 0.4 acres of land, which is a portion of the parcel
5 known as Open Space Lot 2, as shown on the Plat entitled "Columbia Town Center, Section 3, Area
6 2, Parcel B and Lot 2 (A Resubdivision of Parcel Nos. 5, 6 and 7-B "Town Center – Section 3, Area
7 2 and Part of Liber No. 463 at folio 196")," recorded among the Land Records as Plat No. 10724,
8 which is currently owned by the Columbia Association but which is anticipated to be conveyed to
9 HRD or its designee pursuant to that certain Land Swap Agreement dated December 9, 2015 by
10 and between HRD and the Columbia Association (the "CA Parcel").

11 F. "CDHC" means the Columbia Downtown Housing Corporation

12 G. "CEPPAs" means the Community Enhancements, Programs and Public
13 Amenities identified in the Downtown Columbia Plan.

14 H. "The Commission" means the Howard County Housing Commission as
15 defined in Title 13 of the Howard County Code.

16 I. "County Law" or "Howard County Law" means the Code of Howard
17 County, Maryland and any other laws of Howard County including, without limitation, its Zoning
18 Regulations, County Council Resolutions, the Howard County Design Manual, *PlanHoward 2030*,
19 including the Downtown Columbia Plan, the Downtown Columbia Policy Memo for Downtown
20 Community Commons dated October 22, 2013, or any other provision having the force and effect
21 of law which is in effect on the Effective Date of this Agreement.

22 J. "Crescent" means that portion of the Property which is the subject of Final
23 Development Plan FDP-DC-Crescent-1, as the same may be amended from time to time.

24 K. "Crescent Area 3" means that portion of the Property within the Crescent
25 that is identified as Parcel D in FDP-DC-Crescent-1 as the same may be amended from time to
26 time.

27 L. "Development" means Development as defined in the Zoning Regulations.

28 M. "Downtown" or "Downtown Columbia" means Downtown Columbia as
29 defined in the Zoning Regulations.

30 N. "Downtown Columbia Community Housing Fund", "Housing Trust Fund"
31 or "Fund" means the Downtown Columbia Community Housing Fund established by Bill No. 24-
32 2012 effective September 3, 2012.

33 O. "Downtown Columbia Partnership" means the Downtown Columbia
34 Partnership established by Howard County Council Bill 24-2012.

35 P. "Downtown Columbia Plan" means the Downtown Columbia Plan approved
36 by the Howard County Council as Bill 58-2009.

1 Q. "Downtown Revitalization" means a form of development required in
2 Downtown Columbia after the effective date of the Downtown Columbia Plan in compliance with
3 the applicable provisions of the Howard County Code and Zoning Regulations that must conform
4 with the recommendations of the Downtown Columbia Plan.

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

6 S. "Effective Date of this Agreement" means the last to occur of (i) the date the
7 last Party executes this Agreement; or (ii) the date the last piece of legislation contemplated by
8 Article V of this Agreement becomes effective.

9 T. "Existing Central Library Site" means the property and improvements
10 located at 10375 Little Patuxent Parkway and more particularly identified as Lot 5 Town Center
11 Section 1, Area 3 as shown on Plat No. 7989 recorded among the Land Records comprised of
12 approximately 3.2166 acres, less such portion thereof which may be required for a future public
13 right-of-way.

14 U. "Full Residential Build Out" means that point in time when a building permit
15 has been issued for the 5,500th Net New dwelling unit pursuant to Section 125.0.A.9.c.(1) of the
16 Zoning Regulations.

17 V. "Future Downtown Transit Center Site" means a suitable site for the
18 construction of a new transit center for Downtown Columbia identified by HRD pursuant to the
19 Downtown Columbia Plan, CEPPA 5.

20 W. "HCAMI" means Howard County Area Median Income.

21 X. "Housing Choice Voucher" means a Housing Choice Voucher, or any other
22 subsidy available to tenants, made available to persons meeting the qualifications of programs
23 administered by the U.S. Department of Housing and Urban Development ("HUD").

24 Y. "Land Records" means the land records of Howard County, Maryland.

25 Z. "LIHTC" means federal low income housing tax credits administered
26 through Internal Revenue Code Section 42.

27 AA. "LIHTC Development" means a residential or mixed-use development
28 containing Low Income Units.

29 BB. "Low Income Unit" means a unit as described in Internal Revenue Code
30 Section 42.

31 CC. "Market Rate Dwelling Unit" means a rental or for-sale dwelling unit
32 developed in the Downtown Columbia Plan area which is not an Affordable Unit.

33 DD. "Metropolitan" means the Metropolitan Downtown Columbia development
34 located within the Warfield Neighborhood in Downtown Columbia.

1 EE. "Middle Income Unit" means an Affordable Unit to be leased to tenants who
2 earn a maximum of eighty percent (80%) of the Howard County median income ("AMI") (i.e. rental
3 payment of 30% of gross income less a utility allowance) during the Restriction Period.

4 FF. "New Central Library Site" means a site located within the Crescent in the
5 approximate location shown on Exhibit "C" attached hereto and incorporated herein or a
6 comparable site suitable for a New Central Library building as mutually agreed by the County and
7 HRD.

8 GG. "Net New" means the number of dwelling units that are permitted under the
9 Downtown Revitalization approval process after the effective date of the Downtown Columbia Plan
10 (including the dwelling units in The Metropolitan and Parcel C as described in Recital 5 above, but
11 excluding the dwelling units approved in SDP-05-90 (Little Patuxent Square) and also excluding
12 all units in development projects financed with LIHTC, as described herein) in excess of the number
13 of dwelling units that are shown on a site development plan for property located within Downtown
14 Columbia that was approved prior to the effective date of the Downtown Columbia Plan.

15 HH. "Parcel C" means the development approved by SDP 14-024 within the
16 Warfield Neighborhood in Downtown Columbia, as the same may be amended from time to time.

17 II. "Planning Board" means the Planning Board for Howard County Maryland.

18 JJ. "Planning, Zoning and Subdivision and Land Development Regulations"
19 means Title 16 of the Howard County Code in effect on the Effective Date of this Agreement,
20 including without limitation the Adequate Public Facilities Act and, by reference, the Howard
21 County Design Manual.

22 KK. "Property" means the real property in Downtown Columbia currently owned
23 by HRD or its affiliates shown cross-hatched and colored yellow on Exhibit "A", as the same may
24 be subdivided into individual development parcels which are developed in whole or in part with
25 affordable housing as provided in this Agreement, and such additional property as provided in
26 Section 9.12 of this Agreement, as the same may be subdivided into individual development parcels
27 and/or combined for development under Section 9.12 and which are developed in whole or in part
28 with affordable housing as provided in this Agreement.

29 LL. "Restriction Period" means the period of time that a unit located in
30 Downtown Columbia must remain as an Affordable Unit, which shall be, in the case of Middle
31 Income Units, a minimum of forty (40) years for any building which contains one or more Middle
32 Income Units, commencing with the first occupancy of a Middle Income Unit within such building;
33 in the case of Low Income Units, in perpetuity by covenant, commencing with the first occupancy
34 of a Low Income Unit within such building; and in the case of Very Low Income Units, a minimum
35 of forty (40) years following the rent commencement date under the master lease for each building
36 that contains one or more Very Low Income Units, which shall have renewals at the Commission's
37 options as more particularly described in Section 4.2A below.

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

1 NN. "Toby's Site" means the Toby's Dinner Theatre site and improvements
2 located at 5900 Symphony Woods Road and more particularly identified as Lot 1 Columbia Town
3 Center Section 5 Area 1 as shown on the Plat recorded among the Land Records in Plat Book 15,
4 folio 48, comprised of approximately 2.58 acres, together with the Toby's Adjacent Parcel (defined
5 in Section 4.4.B below).

6 OO. "Very Low Income Unit" means a dwelling unit intended to be leased to
7 tenants who either have a Housing Choice Voucher or whose annual household income would
8 qualify them for a Housing Choice Voucher, as determined by the Commission.

9 ARTICLE II
10 ZONING, LIMITATIONS, PLAN APPROVALS AND PLAN CONSISTENCY

11 2.1. Zoning and Plan Designations. The Property is zoned NT on the Howard County
12 Zoning Map and is subject to the Downtown Revitalization provisions of the Zoning Regulations.
13 Howard County and HRD agree that it is in the best interests of Howard County and its citizens for
14 the Property, during the term of this Agreement, to be developed in accordance with Howard
15 County Law (as defined in Section 1.1.H above).

16 2.2. Developable Area. The physical area of the Property that is available for
17 development consists of the entirety of the Property except for the areas which are precluded from
18 development by the Planning, Zoning and Subdivision and Land Development Regulations and
19 Zoning Regulations. The Parties acknowledge that the exact size, shape and configuration of one
20 or more of these areas may be adjusted based on final surveying, engineering, and design of each
21 project. Except as provided in Section 8.1.C of this Agreement, this developable area may not be
22 expanded, reduced, limited or otherwise altered by any legislative, executive or quasi-judicial action
23 of Howard County including, but not limited to, a comprehensive rezoning, a piecemeal rezoning,
24 or the enactment of ordinances, resolutions, rules or regulations, or the interpretation thereof (such
25 as forest conservation or stream buffer ordinances), which would result in a reduction of the
26 developable areas of the Property.

27 2.3. APFO Approval. HRD shall be required to obtain APFO Approval in accordance
28 with the Howard County Law for each project or relevant portion thereof that HRD develops. If
29 required as a condition of APFO Approval, HRD shall make or contribute funds towards certain
30 road improvements to serve the project, and to convey any rights-of-way needed for the
31 construction of the road improvements as required by APFO.

32 2.4. Other Development Approvals and Permits. All sections of the Property shall be
33 required to obtain all applicable development approvals and all other applicable requirements of
34 the County Law for land development, including but not limited to site improvement plans (for
35 water, sanitary sewer, storm water management and storm drainage and sediment and erosion
36 control improvements), final development plans under the Downtown Revitalization process,
37 Subdivision Plat(s) including any required dedications of land consistent with the County Law,
38 building permits, and occupancy permits. Development of the Property shall also be required to
39 obtain all applicable Maryland or federal approval(s) and permits.

1 2.5. Master Plan Consistency. Howard County and the Planning Board have determined
2 that this Agreement is consistent with the Howard County General Plan and the Downtown
3 Columbia Plan.

4 2.6. Affordable Housing. The Parties agree that, in consideration of the County's
5 obligations contained in Section 8.1B, HRD agrees to provide affordable housing for HRD's
6 development in Downtown Columbia in accordance with this Agreement. HRD's compliance with
7 the terms of this Agreement shall fully satisfy and discharge any and all obligations of HRD, its
8 affiliates, successors and assigns, to provide, construct, fund, facilitate or otherwise create
9 affordable housing Downtown as a requirement in connection with the development by HRD, its
10 affiliates, successors and assigns, of up to 5,500 Net New dwelling units Downtown during the term
11 of this Agreement. Provided HRD is in compliance with the DRRRA, the County will not
12 unreasonably delay, condition, or withhold development approvals that are otherwise in accordance
13 with applicable laws, rules and regulations based on the status of affordable housing construction
14 Downtown.

15 2.7. Public Health, Safety and Welfare. Howard County has determined that
16 development of the Property in accordance with the Zoning Regulations and County Code and the
17 terms and provisions of this Agreement will ensure that the public health, safety and welfare of the
18 citizens of Howard County are protected.

19 ARTICLE III
20 DEVELOPMENT REVIEW

21 3.1. Timely Development Review. Howard County agrees, in accordance with County
22 Code, to ensure that the processing and review of development applications, including but not
23 limited to, APFO Approvals, final development plans, subdivision plans, site development plans,
24 issuance of building permits and occupancy permits, are performed in an efficient, timely manner,
25 without undue delay, consistent with the County's current development review process, and that
26 such processing and review will not be subjected to any delay or any moratorium except in
27 accordance with the terms of this Agreement.

28 3.2. Timely Submission of Documents. HRD agrees to use all commercially reasonable
29 efforts to submit and process plans and legal documents for the items set forth in Section 3.1 above
30 in a timely and complete manner.

31 ARTICLE IV
32 IMPLEMENTATION OF THE DOWNTOWN COLUMBIA PLAN – AFFORDABLE
33 HOUSING IN DOWNTOWN COLUMBIA

34 4.1. Affordable Housing.

35 HRD agrees to facilitate 900 Affordable Units at or before Full Residential Build Out in
36 Downtown Columbia, in accordance with the following initiatives:

37 A. **200 Very Low Income Units as described in Section 4.2.** In conformity
38 with Section 4.2 of this Agreement, HRD shall ensure at least three percent (3%), but not more than
39 seven percent (7%), of all Net New rental units in each building containing rental units (excluding

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0273, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

1 the Metropolitan and the units to be constructed on Parcel C in the Warfield Neighborhood)
 2 (collectively, "the Metropolitan and Parcel C") that is constructed or otherwise provided on the
 3 Property as Very Low Income Units;

4 **B. 200 Middle Income Units as described in Section 4.3.** In conformity with
 5 Section 4.3 of this Agreement, HRD shall ensure the inclusion of at least an additional three percent
 6 (3%), and not more than seven percent (7%), of all Net New rental units in each building containing
 7 rental units (excluding the Metropolitan and Parcel C) that is constructed or otherwise provided on
 8 the Property as Middle Income Units;

9 **C. 417 Low Income Units as described in Section 4.4.** In conformity with
 10 Section 4.4 of this Agreement, HRD shall facilitate the development of five LIHTC Developments
 11 in Downtown Columbia that are specifically designated to provide affordable rental housing to
 12 tenants whose annual income does not exceed 60 percent of the AMI, which is approximately 50
 13 percent of the HCAMI as more particularly set forth in Section 4.4 below.

14 **D. 83 Affordable Units as part of a homeownership and a live-where-you-**
 15 **work program as described in Section 4.5.** In conformity with Section 4.5 of this Agreement,
 16 HRD shall provide to the CDHC \$7,775,000, subject to an annual adjustment based on the ENR
 17 Building Cost Index for the Baltimore region, to support CDHC's program of services, especially
 18 homeownership and a live-where-you-work program within the boundaries of Downtown
 19 Columbia.

20 **4.2. Very Low Income Units.**

21 **A.** In accordance with Sections 4.2B and 4.2C, HRD shall ensure a minimum
 22 of three percent (3%), but not more than seven percent (7%), of all Net New rental dwelling units
 23 within each building containing rental units constructed or otherwise provided on the Property
 24 (excluding the Metropolitan and Parcel C) to be Very Low Income Units in order to achieve 200
 25 Very Low Income Units on the Property at or before Full Residential Build Out. HRD shall lease
 26 such units in each building to the Commission for a period of at least forty (40) years in accordance
 27 with the terms of a master lease, with unlimited renewal options, and upon substantially the same
 28 terms, for each building to be entered into by and between HRD and the Commission and containing
 29 the terms set forth below, and the Commission may then in turn lease the units to individual
 30 households holding Housing Choice Vouchers or at an income level of up to approximately 50%
 31 of the HCAMI. HRD shall lease the units to the Commission at a rate equal to 95% of the Housing
 32 Choice Voucher Payment Standard ("VPS") for Columbia, MD (100% minus a 5% allowance for
 33 vacancy), which VPS rates for 2016, for example, are \$1,123 for an efficiency, \$1,363 for a one
 34 bedroom, \$1,713 for a two bedroom, and \$2,195 for a three bedroom. The 95% of VPS payment to
 35 HRD will be guaranteed by the Commission with non-voucher funds regardless of vacancy (unless
 36 caused by HRD) and will not be discounted by a utility allowance. The lease rate shall be adjusted
 37 annually in accordance with adjustments in the VPS for Columbia, MD, but in no event shall the
 38 lease rate be decreased by more than 3% annually or by more than 10% cumulatively from the
 39 initial lease rate for each building for each master lease period including each renewal period. Units
 40 developed as Very Low Income Units may include smaller square footages than Market Rate
 41 Dwelling Units and other design elements to reduce development cost and increase affordability,
 42 in accordance with the standards shown on Exhibit "B". The rent commencement date under each

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1 master lease with respect to a building under this Section 4.2.A shall be the date that a use and
2 occupancy permit is issued for that building. In the event the Commission elects not to renew the
3 master lease for any building, the Very Low Income Units within that building shall no longer be
4 subject to this Agreement and may be re-leased as Market Rate Dwelling Units, unless HRD and
5 the Commission agree, in each of their sole and absolute discretion, to renew or extend a new master
6 lease for that building.

7 B. Within the first phase of development within the Crescent Area 3
8 development area, HRD shall designate 3% of the Net New rental units within each building
9 containing rental units as Very Low Income Units.

10 C. In future Downtown Columbia development phases, affordable designations
11 will be made by HRD in accordance with the following schedule:

12 (i) For development up to and including the issuance of an occupancy
13 permit for the 1,698th Net New rental dwelling unit, at least three percent (3%) of all Net
14 New rental units in each building containing rental units (excluding the Metropolitan and
15 Parcel C) constructed or otherwise provided on the Property will be Very Low Income
16 Units.

17 (ii) For development from the issuance of an occupancy permit for the
18 1,699th Net New rental dwelling unit and all Net New rental dwelling units thereafter, at
19 least five percent (5%) of all Net New rental units in each building containing rental units
20 (excluding the Metropolitan and Parcel C) constructed or otherwise provided on the
21 Property will be Very Low Income Units, subject to Section 4.2.D below.

22 D. In HRD's sole discretion, buildings in projects developed under 4.2.C(i)
23 above may include more than 3% Very Low Income Units, and buildings in projects developed
24 under 4.2.C(ii) above may include more than 5% Very Low Income Units, in which case the number
25 of surplus Very Low Income Units may be deducted from the future 5% requirement in buildings
26 in projects developed under 4.2.C(ii), so long as the number of Very Low Income Units in each
27 building is always equal to or greater than the 3% requirement, and provided that any amount of
28 Very Low Income Units in any one building in excess of 5% for buildings developed under 4.2.C(i)
29 and any amount of Very Low Income Units in any one building in excess of 7% for buildings
30 developed under 4.2.C(ii) shall not be credited against any future Very Low Income Unit
31 requirements and the Commission shall not be obligated to master lease such units in excess of the
32 5% or 7% threshold, as applicable. Credits for excess units shall be in whole units only. For
33 example, if a 300 unit building developed under 4.2.C(i) contained 10 Very Low Income Units (one
34 unit more than required), then a corresponding 300 unit building developed under 4.2.C(ii) could
35 contain only 14 Very Low Income Units (one fewer than the 5% requirement), and if a 295 unit
36 building developed under 4.2.C(i) contained ten Very Low Income Units, then one Very Low
37 Income Units could be credited against the requirements for a future building and HRD would not
38 receive any additional fraction of a credit. Finally, if a 300 unit project developed under 4.2.C(i)
39 contained 16 Very Low Income Units then the number of excess units which could be applied
40 against a 300 unit project developed under 4.2.C(ii) would be limited to 6 Very Low Income Units.

1 4.3. Middle Income Units.

2 A. In addition to the units provided in Section 4.2 and in accordance with
3 Sections 4.3.B and 4.3.C, HRD shall record in the Land Records a Declaration in the form attached
4 hereto as Exhibit "D" in order to designate a minimum of three percent (3%), but not more than
5 seven percent (7%), of all Net New rental dwelling units in each building containing rental units
6 constructed or otherwise provided on the Property (excluding the Metropolitan and Parcel C) to be
7 Middle Income Units in order to achieve 200 Middle Income Units on the Property at or before Full
8 Residential Build Out. Units developed as Middle Income Units may include smaller square
9 footages than Market Rate Dwelling Units and other design elements to reduce development costs
10 and increase affordability, in accordance with the standards shown on Exhibit "B". Such units shall
11 be leased to households earning up to 80% of HCAMI, adjusted for family size. Income
12 qualification shall be performed by HRD or its designated building manager, and an annual
13 compliance certification for the purpose of verifying household income for each leased Middle
14 Income Unit shall be requested in writing by the County or the Commission as its designee and
15 must be provided in writing by HRD within thirty (30) days after the request is received.
16 Households leasing a Middle Income Unit may remain in the unit so long as their income does not
17 exceed 100% of HCAMI for more than one year, in which case the building manager may either
18 raise the rent to a market level and lease an alternative unit to a qualifying household at the restricted
19 rent level, or relocate the original household to another unit and re-lease the Middle Income Unit
20 to a qualifying household. HRD will execute and record a binding covenant on each parcel of
21 property on which a building containing rental units is to be constructed, enforceable by CDHC,
22 the Commission and the County, to require that the income qualification program and restricted
23 rent levels shall be maintained for the Restriction Period. At the end of the Restriction Period, the
24 units may, in HRD's sole and absolute discretion, be released as Market Rate Dwelling Units.

25 B. Within the first phase of development within Crescent Area 3, HRD shall
26 designate 3% of the Net New rental units within each building containing rental units as Middle
27 Income Units.

28 C. In future Downtown Columbia development phases, affordable designations
29 will be made by HRD in accordance with the following schedule:

30 (i) For development up to and including the issuance of an occupancy
31 permit for the 1,698th Net New rental dwelling unit, at least three percent (3%) of all Net
32 New rental units in each building containing rental units (excluding the Metropolitan and
33 Parcel C) that is constructed or otherwise provided on the Property will be Middle Income
34 Units.

35 (ii) For development from the issuance of an occupancy permit for the
36 1,699th Net New rental dwelling unit and all Net New rental dwelling units thereafter, ,
37 at least five percent (5%) of all Net New rental units (excluding the Metropolitan and Parcel
38 C) in each building containing rental units that is constructed or otherwise provide on the
39 Property will be Middle Income Units, subject to Section 4.3.D below.

40 D. In HRD's sole discretion, buildings in projects developed under 4.3.C(i)
41 above may include more than 3% Middle Income Units, and buildings in projects developed under

1 4.3.C(ii) above may include more than 5% Middle Income Units, in which case the number of
 2 surplus Middle Income Units may be deducted from the future 5% requirement in buildings in
 3 projects developed under 4.3.C(ii), so long as the number of Middle Income Units in each building
 4 is always equal to or greater than the 3% requirement, and provided that any amount of Middle
 5 Income Units in any one building in excess of 5% for buildings developed under 4.3.C(i) and any
 6 amount of Middle Income Units in any one building in excess of 7% for buildings developed under
 7 4.3.C(ii) shall not be credited against any future Middle Income Unit requirements. Credits for
 8 excess units shall be in whole units only. For example, if a 300 unit building developed under
 9 4.3.C(i) contained 10 Middle Income Units (one unit more than required), then a corresponding 300
 10 unit project developed under 4.3.C(ii) could contain only 14 Middle Income Units (one fewer than
 11 the 5% requirement), and if a 295 unit building developed under 4.3.C(i) contained ten Middle
 12 Income Units, then one Middle Income Unit could be credited against the Middle Income Unit
 13 requirement for a future building and HRD would not receive any additional fraction of a credit.
 14 Finally, if a 300 unit project developed under 4.3.C(i) contained 16 Middle Income Units then the
 15 number of excess units which could be applied against a 300 unit project developed under 4.3.C(ii)
 16 would be limited to 6 Middle Income Units.

17 4.4. Projects to be Developed Using Low Income Housing Tax Credits ("LIHTC").
 18 HRD shall facilitate the development of as provided herein, up to five LIHTC Developments in
 19 Downtown Columbia that are specifically designed to include not less than 417 Low Income Units,
 20 as follows:

21 A. *Banneker Fire Station Site.*

22 (i) The County has determined to redevelop the Banneker Fire Station
 23 at its existing location at 5815 Banneker Road.

24 (ii) The Parties acknowledge that Howard County intends to convey the
 25 existing Banneker Fire Station Site to the Commission upon the Commission's completion
 26 of construction documents and financing for the Banneker Redevelopment (defined below)
 27 as part of a mixed use mixed-income residential project. HRD shall convey an adjacent
 28 parcel received from the Columbia Association in fee simple to the Commission at no cost.
 29 The Parties acknowledge that the Commission intends to construct a new fire station and
 30 residential development on the Banneker Fire Station Site at no cost to HRD (the "Banneker
 31 Redevelopment"). The Banneker Redevelopment is intended to include a residential project
 32 containing up to 100 dwelling units designed for and restricted to occupancy by households
 33 having at least one member who is 62 years of age or older ("Senior Affordable Project").
 34 Pursuant to Section 131.0.N.1 of the Howard County Zoning Regulations, children less than
 35 18 years of age shall not reside in a dwelling unit for more than a total of 90 days per
 36 calendar year. At the time of conveyance of the Banneker Fire Station Site to the
 37 Commission, the County shall record a covenant on the Banneker Fire Station Site, running
 38 with the land, and enforceable by the Commission and CDHC, restricting the development
 39 of the Banneker Fire Station Site to the uses contemplated in this Section 4.4.A(ii) for the
 40 duration of the Restriction Period. Any residential development on the Banneker Fire
 41 Station Site shall not count against the 5,500 unit density cap established in the Downtown
 42 Columbia Plan, except to the extent that HRD or its affiliates are a partner in the
 43 development, in which case the number of units that will count against the 5,500 unit density

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1 cap will be equal to HRD's or its affiliates proportional share of the total number of market
2 rate units included in the LIHTC Development. For example, if HRD is a partner having a
3 40% interest in a LIHTC Development that includes 100 total units, 50 of which are
4 affordable and 50 of which are market rate, 20 of the 50 market rate units would count
5 against the density cap and 30 of the market rate units would not count against the density
6 cap. Upon conveyance of the adjacent parcel to the Commission, HRD shall be relieved of
7 any and all further obligations under this Section 4.4.A.

8
9 (iii) Conveyance of the Banneker Fire Station to the Commission, as
10 contemplated herein, is subject to County laws and procedures for the disposition of County
11 property.

12 B. *Toby's Site.*

13 Within sixty (60) days after receiving written notice from the Commission that it has
14 reached a binding agreement with the owners of Toby's for the redevelopment of that facility, HRD
15 shall transfer to the Commission in fee simple approximately 0.44 acres of land (the "Toby's
16 Adjacent Parcel"), at no cost, for the redevelopment of the Toby's Site with future contemplated
17 improvements consisting in concept of a new building for Toby's, a performing and visual arts
18 facility, a parking structure and up to 200 dwelling units containing between 40 and 50 percent Low
19 Income Units. The Parties acknowledge that the Commission intends to record a covenant on the
20 Toby's Site, running with the land, and enforceable by the Commission and CDHC, restricting the
21 development of the Toby's Site to the uses contemplated in this Section 4.4.B for the duration of
22 the Restriction Period. Any residential development on the Toby's Site shall not count against the
23 5,500 unit density cap established in the Downtown Columbia Plan, except to the extent that HRD
24 or its affiliates are a partner in the development, in which case the number of units that will count
25 against the 5,500 unit density cap will be equal to HRD's or its affiliates proportional share of the
26 total number of market rate units included in the LIHTC Development. For example, if HRD is a
27 partner having a 40% interest in a LIHTC Development that includes 100 total units, 50 of which
28 are affordable and 50 of which are market rate, 20 of the 50 market rate units would count against
29 the density cap and 30 of the market rate units would not count against the density cap. Upon
30 conveyance of the Toby's Adjacent Parcel to the Commission, HRD shall be relieved of any and
31 all further obligations under this Section 4.4.B.

32 C. *Existing Central Library Site & New Central Library Site.*

33 i. The County shall pursue a land swap agreement with HRD whereby
34 for zero dollars HRD would convey in fee simple to the County the New Central Library
35 Site shown on Exhibit "C" or a similar site that accommodates a similar development plan
36 in Crescent Area 3 as mutually agreed by the Parties, and the County intends to convey the
37 Existing Central Library Site to HRD ("The Library Land Swap Election").

38 ii. The Parties acknowledge that Howard County intends to convey the
39 New Central Library Site and HRD shall convey the Existing Central Library Site to the
40 Commission. The Commission would then construct a New Central Library as part of a
41 mixed use mixed-income residential project on the New Central Library Site. The

1 residential project (“New Library Residential Project”) shall contain up to 120 dwelling
 2 units containing between 40 and 50 percent Low Income Units. The Commission would
 3 also construct the Existing Central Library Site as a mixed-income residential project
 4 containing between 40 and 50 percent Low Income Units.

5 iii. At the time of conveyances of the Existing Central Library Site and
 6 New Central Library Site, the County and HRD shall record covenants on the Existing
 7 Central Library Site and the New Central Library Site, respectively, running with the land,
 8 and enforceable by the Commission and CDHC, restricting the development of the Existing
 9 Central Library Site and the New Central Library Site to the uses contemplated in this
 10 Section 4.4.C(ii) for the duration of the Restriction Period. Any residential development on
 11 the Existing Central Library Site and the New Central Library Site shall not count against
 12 the 5,500 unit density cap established in the Downtown Columbia Plan, except to the extent
 13 that HRD or its affiliates are a partner in the development, in which case the number of units
 14 that will count against the 5,500 unit density cap will be equal to HRD’s or its affiliates
 15 proportional share of the total number of market rate units included in the LIHTC
 16 Development. For example, if HRD is a partner having a 40% interest in a LIHTC
 17 Development that includes 100 total units, 50 of which are affordable and 50 of which are
 18 market rate, 20 of the 50 market rate units would count against the density cap and 30 of the
 19 market rate units would not count against the density cap.

20 iv. Upon conveyance of the Existing Central Library Site to the
 21 Commission and the New Central Library Site to the County, HRD shall be relieved of any
 22 and all further obligations under this Section 4.4.C.

23 v. Notwithstanding anything to the contrary above, the County shall
 24 not exercise the Library Land Swap Election unless the Howard County Council has adopted a
 25 resolution approving the land swap and the terms of this Section 4.4.C.

26 D. *Future Downtown Transit Center Site.*

27 The Downtown Columbia Plan envisions a new transit center as part of the
 28 redevelopment of Downtown Columbia. The December 2011 Nelson Nygaard transit study
 29 (“Study”) provided to the County by HRD in satisfaction of CEPPA 5 recommended locating the
 30 new transit center in the Symphony Overlook Neighborhood, generally between the Mall and the
 31 Corporate Center buildings. In accordance with CEPPA 14, HRD, in cooperation with the Howard
 32 County Office of Transportation, will identify the Future Downtown Transit Center Site prior to
 33 approval of the first SDP in the Symphony Overlook Neighborhood and will provide the Future
 34 Downtown Transit Center Site to the County by fee simple transfer at no cost for the County’s
 35 construction of a new transit center. The Parties acknowledge that Howard County intends to
 36 convey the Future Downtown Transit Center Site to the Commission. The Commission would then
 37 construct a Future Downtown Transit Center as a mixed use mixed-income residential project
 38 containing between 40 and 50 percent Low Income Units. Conveyance of the Future Downtown
 39 Transit Center Site to the Commission, as contemplated herein, is subject to County laws and
 40 procedures for the disposition of County property. At the time of conveyance of the Future
 41 Downtown Transit Center Site to the Commission, the County shall record a covenant on the Future
 42 Downtown Transit Center Site, running with the land, and enforceable by the Commission and

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1 CDHC, restricting the development of the Future Downtown Transit Center Site to the uses
 2 contemplated in this Section 4.4.D for the duration of the Restriction Period. Any residential
 3 development on the Future Downtown Transit Center Site shall not count against the 5,500 unit
 4 density cap established in the Downtown Columbia Plan, except to the extent that HRD or its
 5 affiliates are a partner in the development, in which case the number of units that will count against
 6 the 5,500 unit density cap will be equal to HRD's or its affiliates proportional share of the total
 7 number of market rate units included in the LIHTC Development. For example, if HRD is a partner
 8 having a 40% interest in a LIHTC Development that includes 100 total units, 50 of which are
 9 affordable and 50 of which are market rate, 20 of the 50 market rate units would count against the
 10 density cap and 30 of the market rate units would not count against the density cap. Upon
 11 conveyance of the Future Downtown Transit Center Site to the County, HRD shall be relieved of
 12 any and all further obligations under this Section 4.4.D.
 13
 14

15 E. *Relocation of LIHTC Sites.*

16 Notwithstanding anything to the contrary in this Agreement, HRD may propose a
 17 comparable substitute location for the applicable LIHTC Development, subject to the approval of
 18 the County, the Commission and CDHC (the "Covenant Parties"). Upon receipt of any such
 19 proposal from HRD, the Covenant Parties agree to work diligently and in good faith with HRD to
 20 consider such comparable substitute location for the applicable LIHTC Development. If all of the
 21 Covenant Parties approve the alternative location proposed by HRD then the relocated LIHTC
 22 Development shall be developed on the approved alternative site, and the Covenant Parties shall
 23 release any affordable housing covenants from the original site upon the placement of comparable
 24 covenants on the approved alternative site. HRD shall then be free to develop the applicable
 25 original site previously identified for such LIHTC Development free of all limitations contained in
 26 the original covenants (but subject to applicable law and this DRRA). If the Covenant Parties do
 27 not approve an alternative site proposed by HRD for a LIHTC Development, then the applicable
 28 LIHTC Development shall be developed on the original site in conformance with the applicable
 29 recorded covenants.

30 F. *LIHTC Unit Counts.*

31 The Parties acknowledge that unit counts for the LIHTC Developments listed in this
 32 Agreement are based on approximate site areas and an assumed density similar to the Metropolitan
 33 project recently completed Downtown of approximately 100 units per acre. All LIHTC
 34 Development sites will require development approvals from the County. To the extent that the
 35 Commission acts as the developer of any of the LIHTC Development sites, it shall use
 36 commercially reasonable efforts to design to and obtain approval for the unit counts contained
 37 herein and the densities feasible for the sites. The limits on income and identity of the units subject
 38 to restriction shall be specified in recorded declarations filed by the County or the Commission
 39 which restrictions shall continue for the duration of the Restriction Period. In the event that one of
 40 the LIHTC Development sites is developed with less than the number of Low Income Units
 41 anticipated in this Agreement, the difference between the expected number of Low Income Units
 42 and the actual number of Low Income Units on the site shall constitute a "Low Income Unit
 43 Shortfall". HRD, in consultation with the Commission and CDHC, shall make up any Low Income
 44 Unit Shortfall by providing for additional Low Income Units through any combination of (i)

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1 additional units above the New Central Library Site, (ii) additional units above the Future Transit
2 Center Site, or (iii) elsewhere in Downtown Columbia at a location mutually agreed upon by the
3 Parties, the Commission and CDHC. Additional units provided to make up a Low Income Unit
4 Shortfall shall provide for both Low Income Units and Market Rate Dwelling Units so that each
5 mixed-income project described in this Section 4.4 contains between 40 and 50 percent Low Income
6 Units.

7 G. *Gap Financing.* HRD shall provide to the CDHC \$3,200,000 upon issuance
8 of a building permit for the 818th Net New dwelling unit to provide funding for the development of
9 the LIHTC Developments described in this Section 4.4. needed to make the development financially
10 feasible following commercially reasonable efforts to secure all traditional sources of financing
11 (“Gap Financing”).

12 H. *Environmental.* The documentation for, or contract of, the transfer of a
13 LIHTC Development site or any portion thereof under this Agreement shall provide for the
14 customary period for evaluating and for addressing the existing environmental conditions on the
15 site prior to the closing on the site so that the site can be made suitable for residential development
16 in accordance with such document’s or contract’s terms.

17 I. *Restrictive Covenants.* To the extent that HRD is the beneficiary of any
18 restrictive covenants on any LIHTC Development sites described in this Section 4.4, HRD shall
19 terminate such covenants as necessary to permit LIHTC Developments.

20 4.5 Homeownership and Live-Where-You-Work Programs.

21 HRD shall provide to the CDHC an amount intended to provide at least \$7,775,000
22 to support a homeownership and a Live-Where-You-Work (LWYW) program within the
23 boundaries of Downtown Columbia or other areas to the extent permitted by law.

24 A. HRD shall pay a fee of \$1,734 per unit for the 1,583rd Net New rental
25 dwelling unit and all subsequent Net New rental dwelling units, excluding the Very Low Income
26 Units and Middle Income Units set forth in Sections 4.2 and 4.3, through and including the
27 5,178th Net New rental dwelling unit.

28
29 B. HRD shall pay a fee of \$6,963 per unit for all Net New for sale dwelling
30 units up to and including the 322nd Net New for sale dwelling unit. All Net New for sale dwelling
31 units developed after the 322nd shall comply with the For Sale Offset Unit requirement described
32 in Section 4.6 below and shall also pay the fee for Net New rental dwelling units of \$1,734 per unit
33 described in Section 4.5.A above.

34 C. In the event, that more than 5,178 Net New rental dwelling units are built,
35 each unit above 5,178 will pay the fee associated with the Net New for sale units.

36 D. The amounts to be paid under Section 4.5 shall be subject to an annual
37 adjustment based on the ENR Building Cost Index for the Baltimore region in effect when the
38 Agreement becomes effective and shall be contingent on the expiration of all applicable appeal

1 periods associated with each building permit without an appeal being filed, or if an appeal is filed,
2 upon the issuance of a final decision upholding the issuance of the permit.

3 E. HRD shall work with CDHC and Howard County employers participating in
4 the live-where-you-work program to accept some form of guaranty from the aforementioned parties
5 in place of the security deposit and any other initial leasing costs in excess of first month's rent,
6 whenever HRD is a 50% or more owner in a rental dwelling unit building (excluding the
7 Metropolitan and Parcel C).

8 4.6 For Sale Units.

9 The realization of the 400 inclusionary units (i.e., the 200 Very Low Income Units
10 described in Section 4.2 and 200 Middle Income Units described in Section 4.3) assumes that of
11 the 5,500 Net New dwelling units, 322 of these units will be for-sale Market Rate Dwelling Units.
12 As more particularly set forth below, to the extent that HRD develops more than 322 for-sale Market
13 Rate Dwelling Units, HRD shall provide additional Very Low Income Units and Middle Income
14 Units in its new buildings containing Net New rental dwelling units (the "For Sale Offset Units"),
15 as follows:

16
17 A. The number of For Sale Offset Units required shall be calculated as follows:

18
19 (i) For each for-sale unit developed in excess of the 322nd for-sale Net
20 New Market Rate Unit at or before reaching the 1,698th unit threshold described in Section
21 4.2.C(i) and 4.3.C(i) above, 0.03 Very Low Income Units and 0.03 Middle Income Units
22 shall be required.

23 (ii) For each for-sale unit developed in excess of the 322nd for-sale Net
24 New Market Rate Unit after reaching the 1,698th unit threshold described in Section 4.2.C(i)
25 and 4.3.C(i) above, 0.05 Very Low Income Units and 0.05 Middle Income Units shall be
26 required.

27 B. To the extent that HRD has developed surplus Very Low Income Units or
28 Middle Income Units and has such credits available as described in Sections 4.2.D and 4.3.D, these
29 units may be used to satisfy the requirements for For Sale Offset Units. To the extent that such
30 surplus Very Low Income Units or Middle Income Units are not available, HRD shall include
31 additional Very Low Income Units or Middle Income Units in its next building containing rental
32 Market Rate Dwelling Units to satisfy the requirements for For Sale Offset Units, up to the
33 maximum percentage threshold of 5% and 7%, as applicable, as described in Sections 4.2.D and
34 4.3.D, and shall continue to include the maximum percentages of Very Low Income Units or Middle
35 Income Units, as applicable, in each subsequent building containing Net New rental dwelling units
36 until the For Sale Offset Unit requirement is satisfied.

37 C. For example, should HRD propose a 100 unit for-sale Net New rental
38 dwelling unit project, after 322 for sale Net New Market Rate Units have already been developed,
39 and after the 1,698th unit threshold described in Section 4.2.C(i) and 4.3.C(i) has been passed, then
40 HRD would be required to provide five (5) additional Very Low Income Units and five (5)
41 additional Middle Income Units. If HRD had not previously developed surplus Very Low Income

1 Units or Middle Income Units as described in Sections 4.2.D and 4.3.D and/or did not have those
2 credits available, then HRD would be required to include the additional For Sale Offset Units in its
3 next building containing Net New rental dwelling units. If HRD's next building containing Net
4 New rental dwelling units was a 300 unit project, it would then need to provide twenty (20) Very
5 Low Income Units and twenty (20) Middle Income Units in the building to meet both the baseline
6 inclusionary requirement plus the For Sale Offset Unit requirement. Fractional For Sale Offset Unit
7 count requirements shall be rounded up.

8
9
10 ARTICLE V
11 AGREEMENT CONTINGENT ON LEGISLATION

12 5.1. Agreement Contingent on Approval of Legislation. No obligation shall be created
13 on any Party hereto unless and until the effective date of all legislation addressed substantially in
14 the form attached to this Agreement as Exhibit "E".

15
16 ARTICLE VI
SURVIVAL AND TRANSFER OF OBLIGATION

17 6.1 Nature, Survival, and Transfer of Obligations. HRD agrees that this Agreement shall
18 run with the land and be binding upon and inure to the benefit of HRD and its affiliates, and their
19 respective successors and assigns, and upon any and all successor owners of record of all or any
20 portion of the Property (except owners of an individual condominium dwelling unit improved as
21 part of the Project and pursuant to a validly issued building permit). To assure that all such
22 successors, assigns, and successor owners have notice of this Agreement and the obligations created
23 by it, HRD agrees that it shall:

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

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

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

33 6.2 Binding Upon Successors and Assigns. The Parties agree that all obligations
34 assumed by it under this Agreement shall be binding on it, its agencies, employees, and
35 governmental units, and its and their respective successors and assigns.

1 ARTICLE VII
2 BREACH AND REMEDIES

3 7.1 Disputes. This Agreement shall be governed by the law of the state of Maryland,
4 without regard to its choice of law rules, and the Parties hereby agree to venue in and the exclusive
5 jurisdiction of the Circuit Court of Maryland for Howard County.

6 Each party knowingly, voluntarily and intentionally waives its right to a trial by jury to the
7 fullest extent permitted by law in all actions and other legal proceedings arising out of or relating
8 to this agreement and the transactions contemplated hereby. This waiver applies to all actions and
9 other legal proceedings, whether sounding in contract, tort or otherwise.

10 7.2 Breaches by HRD. If HRD shall fail or refuse to perform any of its obligations as
11 required, then after sixty (60) days from receipt of written notice provided to HRD by Howard
12 County indicating the nature of the default and if HRD has not commenced action to cure the default
13 and diligently pursued the same, the County may seek equitable relief to enforce the terms and
14 conditions of this Agreement either through a decree for specific performance or an injunction.
15 Should the remedies of specific performance or injunction not be available to Howard County
16 because of actions of HRD, then Howard County shall be entitled to bring a legal action for
17 damages. In all events, this Agreement shall not be terminated except as provided in Section 9.5
18 below.

19 7.3 Breaches by Howard County. If Howard County shall fail or refuse to perform any
20 of its obligations as required, then after sixty (60) days from receipt of written notice provided to
21 Howard County by HRD indicating the nature of the default and if Howard County has not
22 commenced action to cure the default and diligently pursued the same, HRD may seek equitable
23 relief to enforce the terms and conditions of this Agreement either through a decree for specific
24 performance or an injunction. Should the remedies of specific performance or injunction not be
25 available to HRD because of actions of Howard County, then HRD shall be entitled to bring a legal
26 action for damages. Notwithstanding the foregoing, this term is not intended to waive any
27 applicable immunities.

28 ARTICLE VIII
29 EFFECT OF DEVELOPMENT REGULATIONS

30 8.1 Effect

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

33 B. (i) Except as provided in Section 8.1.C herein, the laws, rules,
34 regulations and policies which govern the Development, use, density and intensity of the Property
35 shall be Howard County Law in force on the Effective Date of this Agreement, excluding APFO
36 and any State or Federally mandated requirements and any Howard County Law relating to the
37 safety of the public including, without limitation, the codes enumerated in Section 3.100(b)(1)-(9)
38 of the Howard County Code, as the same may be updated amended or re-codified, and such other
39 substantially similar codes as may be adopted.

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1 (ii) With respect to any Development Rights Property against which this
2 Agreement is recorded pursuant to Section 9.12 below, the laws, rules, regulations and policies
3 which govern the use, development, density or intensity of such property shall be Howard County
4 Law in force on the date that this Agreement is recorded in the Land Records against such property,
5 except that the affordable housing obligations, if any, for the development of such property shall
6 be established by this Agreement.

7 C. If Howard County determines that compliance with a law(s) enacted or
8 adopted after the Effective Date of this Agreement is essential to ensure the health, safety or welfare
9 of residents of all or part of Howard County, this Agreement may not prevent Howard County from
10 requiring HRD to comply with those laws, rules, regulations and policies. In such event, HRD shall
11 have the right, at its sole election, to terminate this Agreement, in which event HRD and the County
12 shall be relieved of all remaining obligations under this Agreement. HRD may only terminate or
13 suspend the Agreement following a public hearing, to be held within 45 days following receipt by
14 the County of written notice by HRD of its intent to terminate, and provided that any testimony
15 received at such public hearing shall not affect HRD's ability in its sole discretion to terminate the
16 Agreement.

17 8.2 Approvals Required. HRD shall obtain all approvals necessary under any provision
18 of Maryland or federal law before proceeding with development of the Property. This Agreement
19 does not address any approvals required by Maryland or federal law, and HRD shall be responsible
20 for obtaining any approvals required by local, Maryland, or federal law.

21 8.3 Fees. HRD shall pay all fees (specifically including but not limited to excise taxes,
22 surcharges and water and sewer connection fees) required by the County at the time of the Effective
23 Date of this Agreement at the rate in effect at the time the fee is due. Nothing in this Agreement
24 shall be construed as a waiver or reduction of any such fee except as provided herein.

25 8.4 Growth Control Delay. In the event that a "Growth Control Delay" (as hereinafter
26 defined) is imposed, then any deadline concerning (i) HRD's obligation to construct, install, fund
27 or post financial guarantees for the infrastructure improvements required pursuant to any
28 development approval for the development of all or a portion of the Property in accordance with
29 the phasing requirements set forth therein shall be extended for one (1) additional day for each day
30 during which such Growth Control Delay exists, and the development shall not be subjected to any
31 additional regulation, legislation, limitation, phasing, contributions, penalties or delay in
32 construction, or issuance of zoning certificates/building permits solely as a result of the Growth
33 Control Delay. Any deadlines placed on the County under this Agreement shall likewise be
34 extended reciprocally in the event that a Growth Control Delay is imposed. The term "Growth
35 Control Delay" shall mean any and all delays caused during APFO Approval and/or the
36 implementation or declaration by the United States Government, State of Maryland, Howard
37 County, and/or any agency, department, division and/or branch thereof for purposes of a limitation,
38 prohibition, restriction and/or phasing upon the review, recording, development and construction
39 as intended by HRD, which is deemed to be essential to ensure the public health, safety, and welfare
40 of County residents as determined in accordance with Section 8.1.C above.

ARTICLE IX
MISCELLANEOUS

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

9.2 Term.

A. This Agreement shall constitute covenants running with the land and shall run with and bind the Property. This Agreement shall terminate and be of no further force or effect thirty (30) years after the Effective Date, unless extended by an amendment to this Agreement complying with all procedures required in this Agreement, the County Ordinance and Maryland Law, unless extended pursuant to Section 9.5 below, unless terminated pursuant to Section 8.1 above or unless terminated by agreement of the Parties or as permitted by law; provided that any recorded covenants or master leases provided for in this Agreement and entered into during the term of this Agreement which, by their terms, extend beyond thirty (30) years after the Effective Date shall continue in accordance with their terms for the full term under any such recorded covenant or master lease.

D. Nothing in this Agreement shall be construed to supersede the term(s) as set forth in any other agreement(s) between any of the Parties, except with respect to the obligation of HRD to provide or provide assistance for the provision of affordable housing units within Downtown Columbia.

9.3 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below; (2) on the third business day after being deposited in any main or branch United States post office for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below; or (3) upon delivery by any commercial express or next day delivery service, properly addressed and all charges prepaid, at the address set forth below.

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

Galleria Tower One, 22nd Floor
13355 Noel Road
Dallas, Texas 75240
Attention: General Counsel
Telephone: (214) 741-7744
peter.riley@howardhughes.com

with a copy to:

John E. DeWolf, III
Senior Vice President

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0286, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

1 Howard Hughes Corporation
2 10480 Little Patuxent Parkway, Suite 400
3 Columbia, Maryland 21044

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

6 Howard County Executive
7 3430 Courthouse Drive
8 Ellicott City, MD 21043

9 With a copy to:

10 Howard County Solicitor
11 3430 Courthouse Drive
12 Ellicott City, MD 21043

13 Chair, Howard County Council
14 3430 Courthouse Drive
15 Ellicott City, MD 21043

16 Director, Department of Planning and Zoning
17 3430 Courthouse Drive
18 Ellicott City, MD 21043

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

22 9.4 Amendments. The Parties to this Agreement may amend the Agreement by mutual
23 consent in accordance with the applicable procedures of State and County law concerning
24 amendment of a Development Rights and Responsibilities Agreement. All amendments to this
25 Agreement shall be in writing and shall be executed by each of the Parties hereto.

26 9.5 Termination or Suspension. The Parties to this Agreement may terminate or suspend
27 the Agreement by mutual consent in accordance with the applicable procedures of State and County
28 law concerning termination or suspension of a Development Rights and Responsibilities
29 Agreement. If Howard County determines that a suspension or termination is essential to ensure
30 the public health, safety or welfare, as determined in accordance with Section 8.1.C above, Howard
31 County may suspend or terminate this Agreement following a public hearing. Any such unilateral
32 termination or suspension of this Agreement by Howard County shall not in any way affect the
33 validity of any development approvals which have been obtained for the Property (including, but
34 not limited to, APFO Approvals, final development plan approvals and site development plan
35 approvals). Furthermore, if this Agreement is suspended under this Section 9.5, then the term of
36 this Agreement as set forth in Section 9.2 above shall be extended by the same number of days that
37 this Agreement is suspended.

38 9.6 Authority to Execute.

1 A. The Parties hereby acknowledge and agree that all required notices,
2 meetings, and hearings have been properly given and held by Howard County with respect to the
3 approval of this Agreement and agree not to challenge this Agreement or any of the obligations
4 created by it on the grounds of any procedural infirmity or any denial of any procedural right. Each
5 of the Parties hereby warrants and represents to the other Parties that the persons executing this
6 Agreement on its behalf have been properly authorized to do so. Each of the Parties agrees not to
7 challenge this Agreement of any of the obligations created by it on grounds that any of the other
8 Parties lacked authority to enter into all or a portion of this Agreement.

9 B. HRD hereby warrants and represents to the County that (i) it or its affiliates
10 is the fee simple, record owners of the Property; (ii) that it has the right, power and authority to
11 enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and
12 to bind the Property as set forth herein, (iii) that all legal actions needed to authorize the execution,
13 delivery and performance of this Agreement have been taken, and (iv) that it has been duly
14 represented by attorneys.

15 9.7 Governing Law. This Agreement shall be governed by and construed in accordance
16 with the laws of the State of Maryland.

17 9.8 Consent to Jurisdiction. The Parties irrevocably consent to the jurisdiction of the
18 Circuit Court for Howard County, Maryland.

19 9.9 Remedies Cumulative. Each right, power and remedy of a Party provided for in this
20 Agreement, or any other agreement between the Parties, now or hereafter existing, shall be
21 cumulative and concurrent and in addition to every other right, power or remedy provided for in
22 this Agreement or any other agreement between the Parties, now or hereafter existing.

23 9.10 Severability. In case any one or more of the provisions contained in this Agreement
24 shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity,
25 illegality, or unenforceability shall not affect any other provision of the Agreement, and this
26 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been
27 contained in this Agreement. If this Agreement is determined to be invalid in its entirety by a court
28 of competent jurisdiction, and all appeals for such determination have been exhausted or the time
29 for filing any such appeals has expired, then HRD shall have the right to unilaterally record a
30 termination of this Agreement in the Land Records.

31 9.11 Interpretation. All headings are inserted in this Agreement only for convenience and
32 ease of reference and are not to be considered in the construction or interpretation of this
33 Agreement. Unless the context clearly requires otherwise: (a) words such as "include", "including",
34 or "such as" shall be interpreted as if followed by the words "without limitation"; and (b) any
35 reference to an Article, Section, or other subdivision, or Exhibit, is intended to refer to an Article,
36 Section, or other subdivision, or Exhibit, of this Agreement. In the event of any inconsistency
37 between the text of this Agreement and any Exhibit attached hereto, the text shall govern.

38 9.12 Recordation. HRD shall record this Agreement in the Land Records against the
39 Property identified and shown cross-hatched and colored yellow on Exhibit A attached hereto
40 within 20 days after the day on which the Parties execute this Agreement. In addition, at any time

1 during the term of this Agreement, HRD shall have the right to record this Agreement against (a)
 2 other property in Downtown Columbia that is shown on Exhibit A hereto and which HRD or its
 3 affiliates have under contract or have residential development rights to as of the Effective Date of
 4 this Agreement (such property being shown with diagonal hatching and colored blue on Exhibit A
 5 hereto) (the "Development Rights Property"). Upon recordation of this Agreement against such
 6 additional property, the additional property shall be deemed a part of the Property and shall be
 7 subject to the terms of this Agreement, and HRD shall provide the County with a copy of the
 8 recorded Agreement promptly after such recordation. Notwithstanding the preceding sentence, the
 9 Development Rights Property shall be subject to the County Law in effect at the time of recordation
 10 and not the County Law in effect on the Effective Date of this Agreement, except that the affordable
 11 housing obligations, if any, for the development of such property shall be established by this
 12 Agreement. Notwithstanding anything to the contrary in this Section, if HRD records this
 13 Agreement against any real property on Exhibit A in which HRD or its affiliates hold merely an
 14 equitable interest at the time of such recordation but fails to acquire fee ownership thereof within
 15 three (3) years after such recordation, then such property shall be deemed automatically released
 16 from this Agreement on the expiration of such three (3)-year period.

17 HRD may acquire other property in Downtown Columbia that is not identified on Exhibit
 18 A hereto as either the Property or the Development Rights Property, but which is combined for
 19 development with property that is identified on Exhibit A hereto as either the Property or the
 20 Development Rights Property ("Adjoined Property"). In the case of a site which is comprised (i)
 21 partially of Adjoined Property and (ii) partially of property identified on Exhibit A (whether such
 22 property is currently owned by HRD or is a Development Rights Property), as shown on a Site
 23 Development Plan approved by the Planning Board (a "Combined Site"), the requirement to
 24 develop affordable Net New rental units shall be as follows:

25 (i) a percentage of the Net New rental units on the Combined Site, which
 26 percentage shall be derived by dividing the acreage of the property identified on Exhibit A
 27 (whether such property is currently owned by HRD or is a Development Rights Property)
 28 within the Combined Site by the total acreage of the Combined Site, shall be subject to the
 29 requirements applicable for Very Low Income Units and Middle Income Units; and

30 (ii) a percentage of the Net New rental units on the Combined Site, which
 31 percentage shall be derived by dividing the acreage of the Adjoined Property within the
 32 Combined Site by the total acreage of the Combined Site, shall be subject to the MIHU
 33 requirements under the Howard County Zoning Regulations for Downtown Columbia. For
 34 example, if Adjoined Property consisting of 1 acre were combined with property identified
 35 on Exhibit A consisting of 2 acres, and 300 Net New rental units were constructed, then (i)
 36 100 of the Net New rental units would be subject to the MIHU requirements applicable to a
 37 new 100 unit rental project constructed in Downtown Columbia, without regard to the
 38 provisions of the Agreement and (ii) 200 of the Net New rental units would be subject to
 39 the provisions of Section 4.2 and 4.3 of this Agreement.

40 9.13 Appeals. Both Maryland law and the Howard County Law may allow any person
 41 aggrieved by this Agreement to file an appeal. If the effect of the decision in such Appeal revises
 42 this Agreement in any way, any Party to this Agreement may terminate the Agreement by providing

1 notice to all Parties within thirty (30) days of the date that the decision in the appeal becomes final
2 and all appeals thereof have been finally determined.

3 9.14 No Obligation to Approve. This Agreement shall not be interpreted or construed to
4 impose any legal obligation on Howard County or any of its boards, agencies, commissions or
5 employees to approve any development, use, density or intensity other than as provided specifically
6 in this Agreement.

7 9.15 No Third Party Beneficiary Status. The Parties specifically agree that this
8 Agreement is not intended to create in the public or any member thereof, nor in the Commission,
9 CDHC or any other person or entity, third party beneficiary status in connection with the
10 performance of the obligations under this Agreement. To the extent that any provision of this
11 Agreement is for the benefit of CDHC or the Commission, such provision shall be deemed to be a
12 benefit to Howard County and enforceable by Howard County.

13 9.16 Lien holders. All persons with a lien interest in the Property have executed this
14 Agreement, and those lien holders with a power of sale have subordinated such liens to the position
15 of Howard County under this Agreement.

16 9.17 Represented by Counsel. Each party acknowledges that such party and its counsel,
17 after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms
18 of this Agreement shall be fairly construed and the usual rule of construction, to wit, that
19 ambiguities in this Agreement should be resolved against the drafting party, shall not be employed
20 in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or
21 thereto.

22 9.18 Further Assurances. Within 15 days after a party's request, the other party shall
23 execute such further assurances of this Agreement as may be necessary or desirable to effectuate
24 the intent and purposes of this Agreement. Without limiting the generality of the preceding
25 sentence, in each instance under Section 4.4 in which HRD has proposed, and the County has
26 approved, a substitute site for a LIHTC Development, the County shall execute and deliver to HRD,
27 within ten (10) days after HRD's request, a recordable release of the previously designated site
28 from the obligations of this Agreement, the form of which shall be reasonably acceptable to HRD.

29 EXHIBITS:


- 30 A – The Property
- 31 B – Downtown Columbia Affordable Housing Guidelines
- 32 C – New Central Library Site
- 33 D – Middle Income Declaration of Covenants
- 34 E – Legislation Referenced in Article 5.1

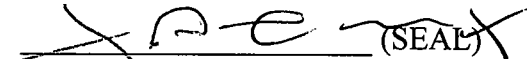
35 [SIGNATURE PAGE FOLLOWS]

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

WITNESS/ATTEST

HOWARD RESEARCH AND
DEVELOPMENT CORPORATION

3
4 
GREG FITCHITT

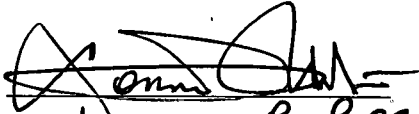
 (SEAL)
John DeWolf
Vice President

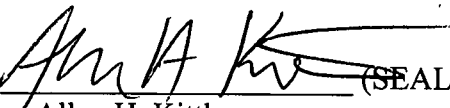
5 _____

_____ (SEAL)

ATTEST:

HOWARD COUNTY, MARYLAND

6
7 
8 LONNIE R. ROBBINS
9 Chief Administrative Officer

BY:  (SEAL)
Allan H. Kittleman
Howard County Executive

10

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0291, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

1 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

2 this 8th day of February 2017. (same)

3 
4 Gary W. Kuc
5 County Solicitor

6 *[Notaries on Following Pages]*
7

1 STATE OF MARYLAND,

2 HOWARD COUNTY, TO WIT:

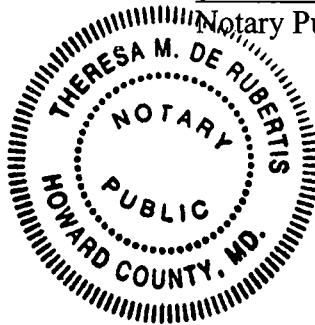
3 I HEREBY CERTIFY that on this day of 2016, before me, the subscriber, a Notary Public
4 of the State of Maryland, in and for the County aforesaid, personally appeared
5 John DeWolf, Vice President, representative for HOWARD RESEARCH AND
6 DEVELOPMENT CORPORATION, personally known to me or proven to be the individual named
7 herein and executed this Agreement for the purposes stated therein.

8 AS WITNESS my Hand and Notarial Seal.

9
10

Theresa M. DeRuberts

Notary Public



11 My Commission Expires: 6/7/2020

12 STATE OF MARYLAND,

13 Baltimore COUNTY, TO WIT:

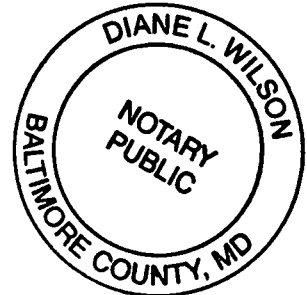
14 I HEREBY CERTIFY that on this day of 201⁷, before me, the subscriber, a Notary Public
15 of the State of Maryland, in and for the County aforesaid, personally appeared ALLAN H.
16 KITTLEMAN, the County Executive for HOWARD COUNTY, MARYLAND, who
17 acknowledged the same to be the act of the County and that he executed the foregoing Agreement
18 for the purposes therein contained by signing in my presence the name of Howard County,
19 Maryland as County Executive.

20 AS WITNESS my Hand and Notarial Seal.

21
22

Diane L. Wilson

Notary Public



23 My Commission Expires: 11/19/2019
24

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0293, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

1 ATTORNEYS' CERTIFICATION

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

5 

6 Upon Recordation Please Return To:

7 Todd D. Brown, Esq.
8 Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
9 12505 Park Potomac Avenue
10 6th Floor
11 Potomac, MD 20854

Theresa de Rubertis
The Howard Hughes Corp
10480 Cattle Pasture Pkwy
Suite 400
Columbia, MD 21044

LIENHOLDER CONSENTS AND SUBORDINATION OF INTERESTS

The undersigned lienholder, Principal Life Insurance Company, does hereby consent to the aforesaid Agreement, and by the signature of its Trustee, does hereby agree that its Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement 757950 from Clover Acquisitions LLC dated January 19, 2017, and recorded among the Land Records of Howard County, Maryland in Book 17401 Page 161 (DOT) shall be subordinate to the Agreement and that the Agreement shall survive any sale under its DOT.

In no event, however, shall this Lienholder Consents and Subordination of Interests be deemed to: (a) waive or modify any duties or obligations of the borrower or any other person or entity under such Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement 757950 or any other loan documents executed in connection therewith, or release borrower or any other person or entity from any such duties and obligations; or (b) provide that any lien rights or monetary obligations arising under the aforesaid Agreement shall survive any such sale under such Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement 757950.

[Remainder of page is blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Lienholder Consents and Subordination of Interests this 20th day of February, 2017.

PRINCIPAL LIFE INSURANCE COMPANY,
an Iowa Corporation

By: PRINCIPAL REAL ESTATE INVESTORS,
LLC, a Delaware limited liability company, its
authorized signatory

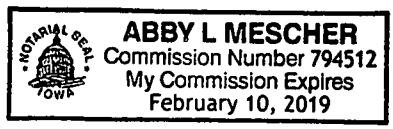
By: Elizabeth A Jensen
Name: Elizabeth A. Jensen
Title: Sr. CMS Asset Manager

By: [Signature]
Name: _____
Title: C. Kent Jurgensen
Director - CMS Asset Management

STATE OF IOWA)
)
COUNTY OF POLK)

On this 20 day of February, 2017, before me, the undersigned, a Notary Public in and for the said State, personally appeared Elizabeth A. Jensen and C Kent Jurgensen, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Sr. CMS Asset Manager and Director CMS Asset Management, respectively, of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, authorized signatory of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, and that the instrument was signed on behalf of the corporation by Principal Real Estate Investors, LLC, as authorized signatory of Principal Life Insurance Company, by authority of the Board of Directors of Principal Life Insurance Company; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Principal Real Estate Investors, LLC, as authorized signatories of said corporation, by it and by them voluntarily executed.

Abby Mescher
Notary Public in and for said State
My Commission Expires:



HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0296, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

WITNESS:

Brenda Stephany
Brenda Stephany

TRUSTEE:

Brenda S. Tyler
Brenda S. Tyler

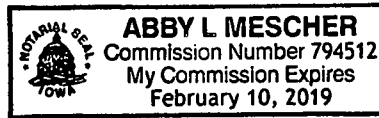
STATE OF Iowa, CITY/COUNTY OF Polk, TO WIT:

I HEREBY CERTIFY that on this 20th day of February, 2017, before me, the subscriber, a Notary Public of the State aforesaid, in and for the County aforesaid, personally appeared Brenda S. Tyler, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and made oath in due form of law that she executed the foregoing instrument for the purposes contained and in the capacity stated.

AS WITNESS my Hand and Notarial Seal.

Abby L Mescher
Notary Public

My Commission Expires: 2-10-19



LIENHOLDER CONSENTS AND SUBORDINATION OF INTERESTS

The undersigned lienholder, Wells Fargo Bank, National Association does hereby consent to the aforesaid Agreement, and by the signature of its Trustee, does hereby agree that such instrument shall be subordinate to and shall survive any sale under its Deed of Trust from 10 CCC, LLC, 20 CC, LLC, 30 CCC, LLC, 40 CCC, LLC, 50 CCC, LLC, 60 CCC, LLC, 50/60/70 CCC Parking Deck, LLC, 40 CCC, Parking Deck, LLC, and 10/20/30 CCC Parking Deck, LLC, dated May 6, 2015, and recorded among the Land Records of Howard County, Maryland in Book 16182 Page 350, as amended.

WITNESS:

WELLS FARGO BANK, NATIONAL ASSOCIATION

[Handwritten signature]

By: *[Signature]*
Name: **Ryan Campbell**
Title: **Vice President**

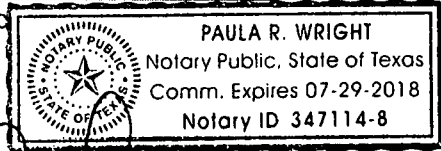
STATE OF TEXAS, CITY/COUNTY OF DALLAS/DALLAS, TO WIT:

I HEREBY CERTIFY that on this 21 day of February, 2018, before me, the subscriber, a Notary Public of the State aforesaid, in and for the County aforesaid, personally appeared RYAN CAMPBELL U.P., of Wells Fargo Bank, National Association, and made oath in due form of law that he/she executed the foregoing instrument for the purposes contained and in the capacity stated.

AS WITNESS my Hand and Notarial Seal.

Paula R. Wright
Notary Public

My Commission Expires: 7/29/18



WITNESS:

TRUSTEE:

[Handwritten signature]

Natalie Anderson
Natalie Anderson

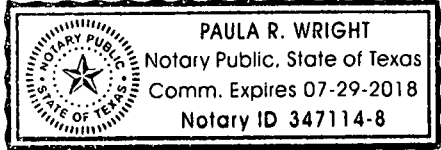
STATE OF TEXAS, CITY/COUNTY OF DALLAS/DALLAS TO WIT:

I HEREBY CERTIFY that on this 21 day of February, 2018, before me, the subscriber, a Notary Public of the State aforesaid, in and for the County aforesaid, personally appeared Natalie Anderson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and made oath in due form of law that she executed the foregoing instrument for the purposes contained and in the capacity stated.

AS WITNESS my Hand and Notarial Seal.

Paula R. Wright
Notary Public

My Commission Expires: 7/29/18



HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0298, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

LIENHOLDER CONSENTS AND SUBORDINATION OF INTERESTS

The undersigned lienholder, JPMorgan Chase Bank, N.A., does hereby consent to the aforesaid Agreement and does hereby agree that such instrument shall be subordinate to and shall survive any sale under its Deed of Trust, Assignment and Security Agreement from Crescent Area 1-A Holdings, LLC and Crescent Area 1 Parking Deck 1, LLC, dated February 25, 2016, and recorded among the Land Records of Howard County, Maryland in Book 16716 Page 144.

WITNESS:

[Signature]

/ JPMORGAN CHASE BANK, N.A.

By: [Signature]
Name: Diane Chavez
Title: Authorized Officer

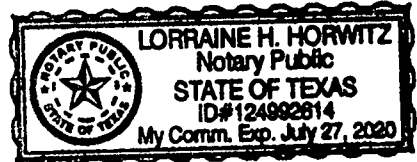
STATE OF Texas, CITY/COUNTY OF Dallas, TO WIT:

I HEREBY CERTIFY that on this 16th day of February, 2017, before me, the subscriber, a Notary Public of the State aforesaid, in and for the County aforesaid, personally appeared Diane Chavez, Authorized Officer, of JPMorgan Chase Bank, N.A., and made oath in due form of law that he/she executed the foregoing instrument for the purposes contained and in the capacity stated.

AS WITNESS my Hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: JULY 27, 2020



LIENHOLDER CONSENTS AND SUBORDINATION OF INTERESTS

The undersigned lienholder, JPMorgan Chase Bank, N.A., does hereby consent to the aforesaid Agreement and does hereby agree that such instrument shall be subordinate to and shall survive any sale under its Deed of Trust, Assignment and Security Agreement from Crescent Area 1-B Holdings, LLC, dated October 7, 2016, and recorded among the Land Records of Howard County, Maryland in Book 17183 Page 421.

WITNESS:

[Signature]

JPMORGAN CHASE BANK, N.A.

By: [Signature]
Name: Diane Chavez
Title: Authorized officer

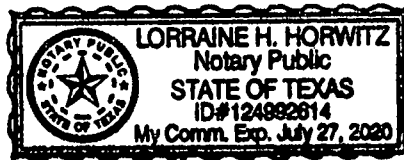
STATE OF Texas, CITY/COUNTY OF Dallas, TO WIT:

I HEREBY CERTIFY that on this 16th day of February, 2017, before me, the subscriber, a Notary Public of the State aforesaid, in and for the County aforesaid, personally appeared Diane Chavez, Authorized Officer, of JPMorgan Chase Bank, N.A., and made oath in due form of law that he/she executed the foregoing instrument for the purposes contained and in the capacity stated.

AS WITNESS my Hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: July 27, 2020

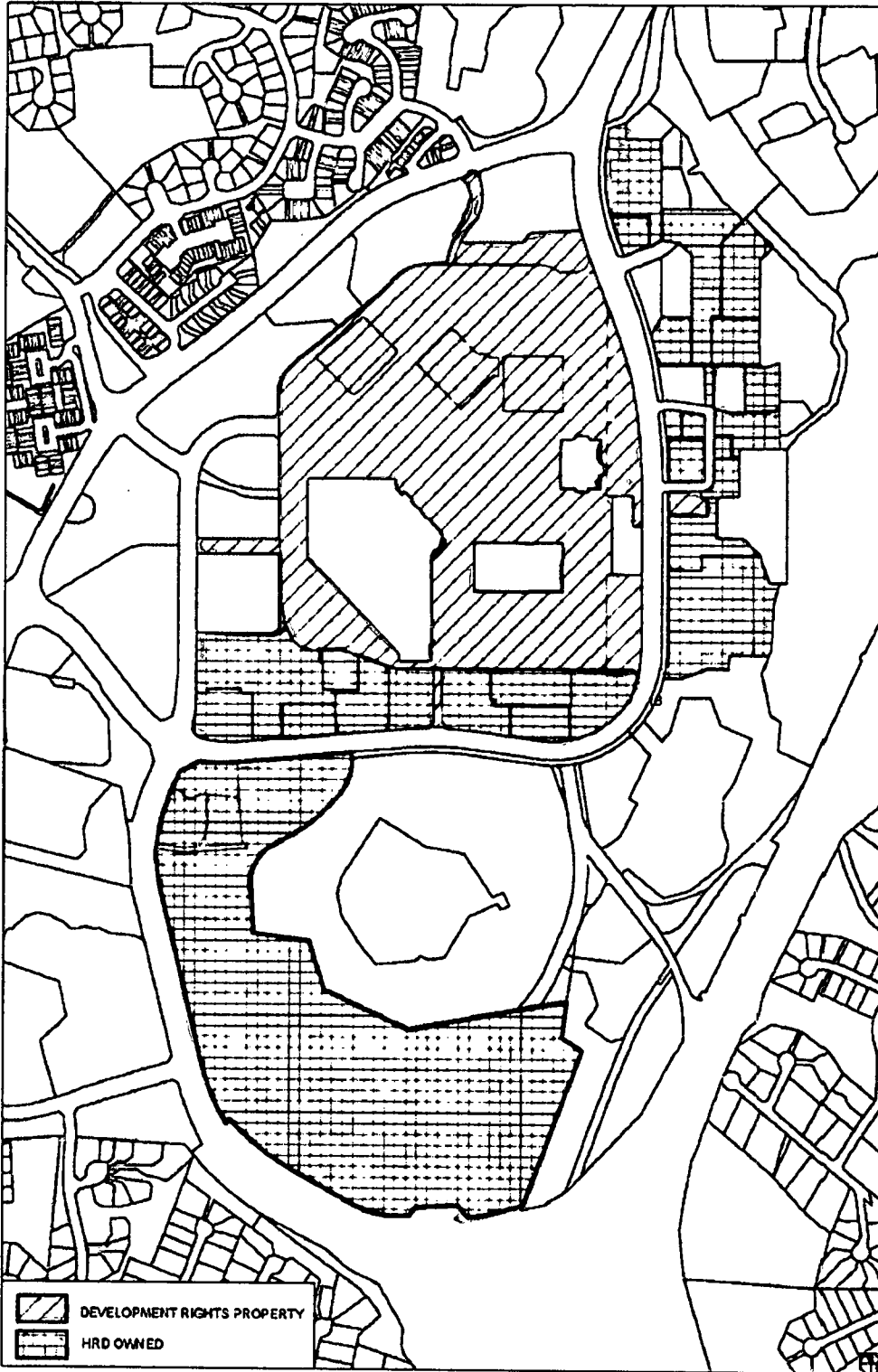


HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0300, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

Exhibit "A"

The Property

EXHIBIT A



DRRA EXHIBIT A - PROPERTY OWNED BY HRD AND AFFILIATES

TOWN CENTER SECTION/AREA	PLAT	LOT	PARCEL	ACREAGE	OWNER	TAX ID NUMBER
7/8	4355	D	371	3.4140	HRD	15057041
7/8	4355	E	371	0.8150	HRD	15-057068
7/6	18354	D-1	373	3.9373	Town Center E Parking Lot Business Trust	15-019891
7/6	18353	B	290	1.2107	Columbia Mall Business Trust	15-001739
7/1	15694	F-2	369	1.1350	HRD Parking Deck Business Trust	15-053860
7/1	26/23	A-1	275	1.6810	Town Center E Parking Lot Business Trust	15-009039
7/1	26/23	D-1	275	2.5780	Town Center East Parking Lot Business Trust	15-009020
7/6	18353	C-2	290	0.2482	Town Center East Parking Lot Business Trust	15-019549
1	12/62	2	293	0.2620	Columbia Mall Business Trust	15-132353
1	12/62	3	293	0.7430	Columbia Mall Business Trust	15-019379
1	12/62	5	293	1.0770	Columbia Mall Business Trust	15-041498
1	4293	1-A	369	1.5780	Columbia Mall Business Trust	15-041498
1	13186	21	293	0.4590	Columbia Mall Business Trust	15-041471
1	13186	22	293	0.4590	HRD Parking Deck Business Trust	15-119993
1	13186	22	293	0.3230	Wincopin Restaurant Business Trust	15-120002
1	23/86	17	321	2.3150	ACB Parking Business Trust	15-019352
1	23/86	18	321	7.2848	Clover Acquisitions, LLC	15-031425
2/4	4542	A-2	453	2.4050	10 CCC LLC	15-057009
2/4	4542	A-4	463	1.4120	20 CCC LLC	15-057440
2/4	4965	A-6	463	2.0090	10/20/30 CCC Parking Deck LLC	15-042397
2/4	4965	A-7	463	2.4320	30 CCC LLC	15-057459
2/5	6321	A	490	1.8410	40 CCC Parking Deck LLC	15-077964
2/5	6321	B	490	2.1780	40 CCC LLC	15-077972
2/5	8577	C-4	490	0.9810	60 CCC LLC	15-061537
2/5	8577	C-1	490	1.1760	50 CCC LLC	15-077980
2/8	14022	E	382	6.1756	50/60/70 CCC Parking Deck LLC	15-126205
2/6	9512	B	504	2.0060	70 CC LLC	15-097795
Crescent Nbhd. Ph. 1	23566	A-1	532	1.3279	Crescent Area 1-A Holdings LLC	15-598795
Crescent Nbhd. Ph. 1	23566	A-2	532	1.7440	Crescent Area 1-B Holdings LLC	15-598796
Crescent Nbhd. Ph. 1	23566	A-3	532	1.5917	Crescent Area 1 Parking Deck 1 LLC	15-598797

Crescent Neighborhood	23995	B	527	1.9867	HRD	15-599577
Crescent Neighborhood	23994	C	527	6.4884	HRD	15-599578
Crescent Neighborhood	23992	D	527	21.3826	HRD	15-599579
Crescent Neighborhood	23997	E	527	2.0664	HRD	15-599580
Crescent Neighborhood	23999-24000	J	527	1.3410	HRD	15-599584
Crescent Neighborhood	23994	K	527	0.5813	HRD	15-599585
Crescent Neighborhood	23997	L	527	0.1637	HRD	15-599586
Crescent Neighborhood	23998-24000	M	527	0.6516	HRD	15-599587
Crescent Neighborhood	23992	N	527	4.2830	HRD	15-599588
Crescent Neighborhood	24000	P/O P	527	0.0707	HRD	15-599590

Tax ID Number 15-599590 (Lot P) does not include the entire parcel.
 Acreage for this lot was calculated based on the shape within the boundary.

DRRA EXHIBIT A - DEVELOPMENT RIGHTS PROPERTY

TOWN CENTER SECTION/AREA	PLAT	LOT	PARCEL	ACREAGE	OWNER	TAX ID NUMBER
1	13/13	13	298	0.6290	American City Building Business Trust	15-013745
2/1	16238	49	460	2.3060	Lot 49 Business Trust	15-133805
2/1	16238-16239	48	460	3.4000	Lot 48 Business Trust	15-133767
2/1	18607-18608	47	460	62.3390	Mall in Columbia Business Trust	15-126248
2/1	15904	45	460	2.2400	CM Theatre Business Trust	15-133279
2/1	13192	44	460	2.3730	CM N Business Trust	15-126213
2/1	18/39	11	322	2.2440	CM H Business Trust	15-061928
2/1	18609	39	460	2.5900	Columbia Land Holdings Inc	15-126256
2/1	18608	41	460	0.6200	Mall Entrances Business Trust	15-126272
2/1	12996	40	460	0.8500	Mall Entrances Business Trust	15-126264

BOOK: 17457

P: 303

Exhibit "B"
Downtown Columbia Affordable Housing Guidelines

The guidelines below apply to the Middle Income (80% AMI) and Very Low Income (30% AMI) units (jointly termed "Affordable Units") in all HRD market rate buildings to be developed in Downtown Columbia, unless otherwise stated.

1. Location

The location of affordable units in each building shall not be congregated into one area of the building, and shall be dispersed to the extent possible taking into consideration design constraints. Affordable Units may be stacked vertically.

2. Unit Mix

The unit mix of the Affordable Units in each building shall be similar to the overall unit mix of the building within 30% of the unit mix percentage for each unit type. The table below provides two examples of permissible unit quantities in a 300-unit building which provides 6% Affordable Units (3% Middle Income and 3% Very Low Income Units):

Unit Type	Total Building		Scenario One			Scenario Two		
	Total Quantity	Unit Mix	Quantity AUs	%(max)	Relative Ratio	Quantity AUs	%(min)	Relative Ratio
Studio	45	15%	3	16.7%	+11%	2	11.1%	(-26%)
1bd	135	45%	9	50%	+11%	7	38.9%	(-14%)
2bd	90	30%	4	22.2%	(-26%)	7	38.9%	+30%
3bd	30	10%	2	11.1%	+11%	2	11.1%	+11%
Total	300	100%	18	100%		18	100%	

3. Unit Size

The minimum gross floor area for Affordable Units shall be:

- Studio/Efficiency: 350 square feet
- 1 Bedroom Unit: 500 square feet
- 2 Bedroom Unit: 650 square feet
- 3 Bedroom Unit: 850 square feet

If market rate units for a particular unit type in a project are smaller than the minimums listed above (i.e. a market rate micro-unit of 300 square feet), then the affordable units of that type may be the same square footage as the market rate.

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0304, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

In addition to the minimum square footages listed above, the minimum gross floor area for Affordable Units shall be no less than 80% of the minimum gross floor area for each market rate unit type in each particular project. The table below provides two examples of minimum permissible unit sizes within individual sample projects:

Unit Type	Scenario One (Smaller Units)			Scenario Two (Larger Units)		
	Market Rate Unit Size (min)	AU Unit Size (min)	% of Market Rate	Market Rate Unit Size (min)	AU Unit Size (min)	% of Market Rate
Studio	400	350	87.5%	500	400	80%
1bd	550	500	90.9%	650	520	80%
2bd	850	680	80%	900	720	80%
3bd	1,000	850	85%	1,200	960	80%

4. Occupancy

The minimum and maximum occupancy levels for each unit type shall be:

Unit Type	Min	Max
Studio/Efficiency:	1	2
1 Bedroom Unit:	1	2
2 Bedroom Unit:	2	4
3 Bedroom Unit:	3	6

5. Rental Rates

The rental rates for the Very Low Income units shall be 95% of the Housing Choice Voucher Payment Standard, to be master leased by the Housing Commission. There shall be no discount from these rent levels for utility allowances. A portion of the annual commercial payments to the CDHC housing fund of \$0.05/sf from new downtown commercial development shall be made available to the Housing Commission (as master lessee) to subsidize the utility costs of the tenants, at a level to be mutually agreed upon between CDHC and the Commission.

The rental rates for the Middle Income units shall be based on the Howard County median income (family of four), adjusted for household size, then adjusted at 80% of the median income, with the annual rent calculated at 30% of the income, less a utility allowance.

For example, in 2015, the following rent schedule would apply:

Median Income (family of 4): \$109,476

Unit Type	Occupancy Base	Household Adjustment	Adjusted Income	Income at 80% AMI	Annual Max Rent	Monthly Max Rent*
Studio/Eff	1.0	70%	\$76,633	\$61,306	\$18,392	\$1,533
1 Bedroom	1.5	75%	\$82,107	\$65,686	\$19,706	\$1,642
2 Bedroom	3.0	90%	\$98,528	\$78,822	\$23,647	\$1,970
3 Bedroom	4.5	104%	\$113,855	\$91,084	\$27,325	\$2,277

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0306, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

*The Monthly Maximum Rent for each unit type shall be charged regardless of the actual number of occupants. Does not include utility charges and service fees that are paid by the owner.

6. Eligibility Income Limits

Middle Income Unit applicants shall be subject to maximum income limits by household size assuming the following household size adjustments to the median area income (at 80%):

- 1 person: 70%
- 2 persons: 80%
- 3 persons: 90%
- 4 persons: 100%
- 5 persons: 108%
- 6 persons: 116%

7. Quantity of Bathrooms

The minimum number of bathrooms (including toilet, sink, shower or tub) for any affordable unit shall be:

Studio/Efficiency:	1
1 Bedroom Unit:	1
2 Bedroom Unit:	1
3 Bedroom Unit:	2

8. Bedrooms

The minimum bedroom size shall be 100 square feet, subject to applicable code requirements.

9. Unit Finishes

The unit finish packages (i.e. countertops, flooring, cabinetry, appliances, fixtures, etc.) shall be the same as one or more of the finish packages for the market rate units in the building.

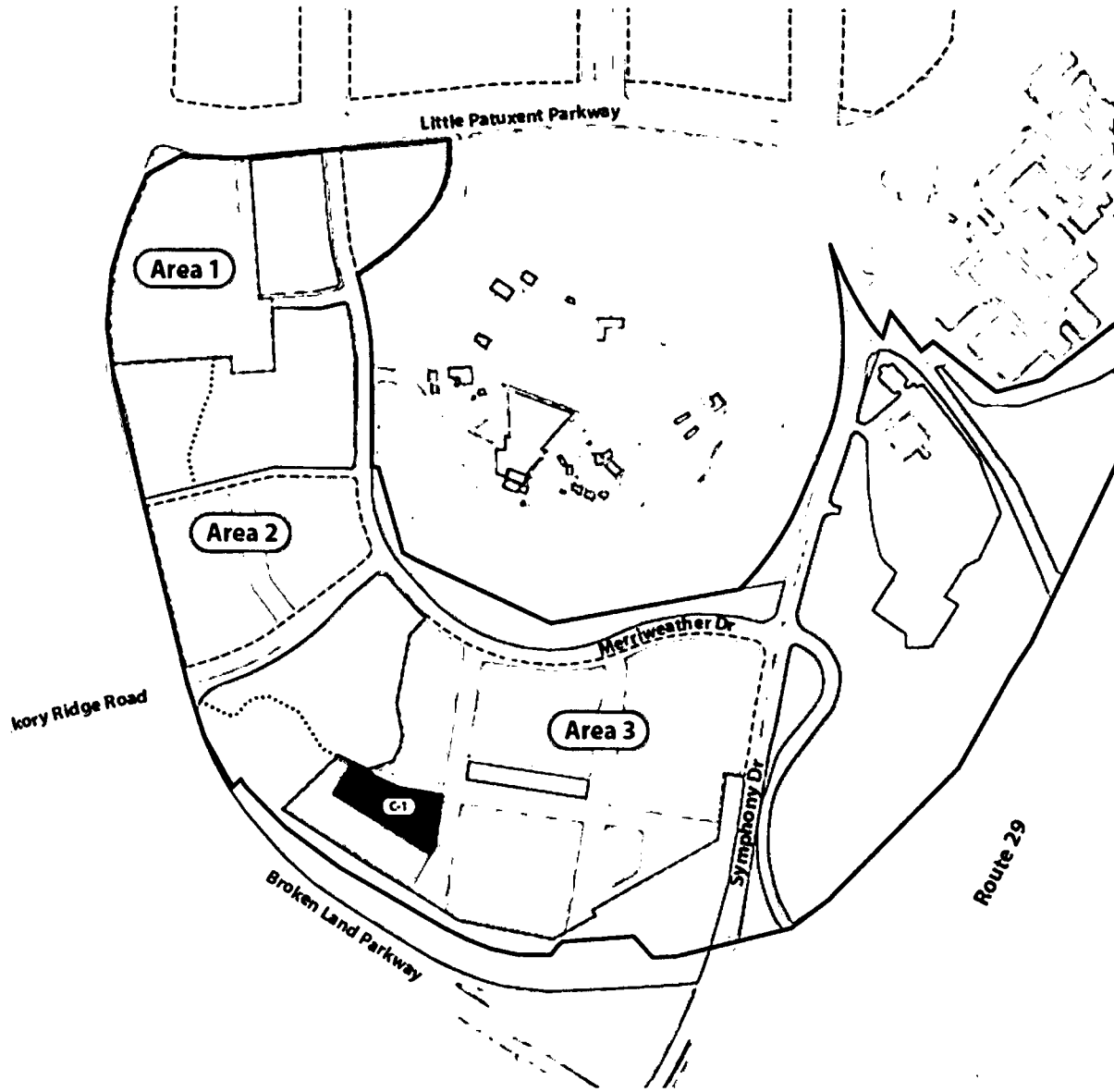
Unit entries of affordable and market rate units shall be identical, such that an affordable unit is not discernible from a market rate unit in the building corridors.

10. Additional Fees

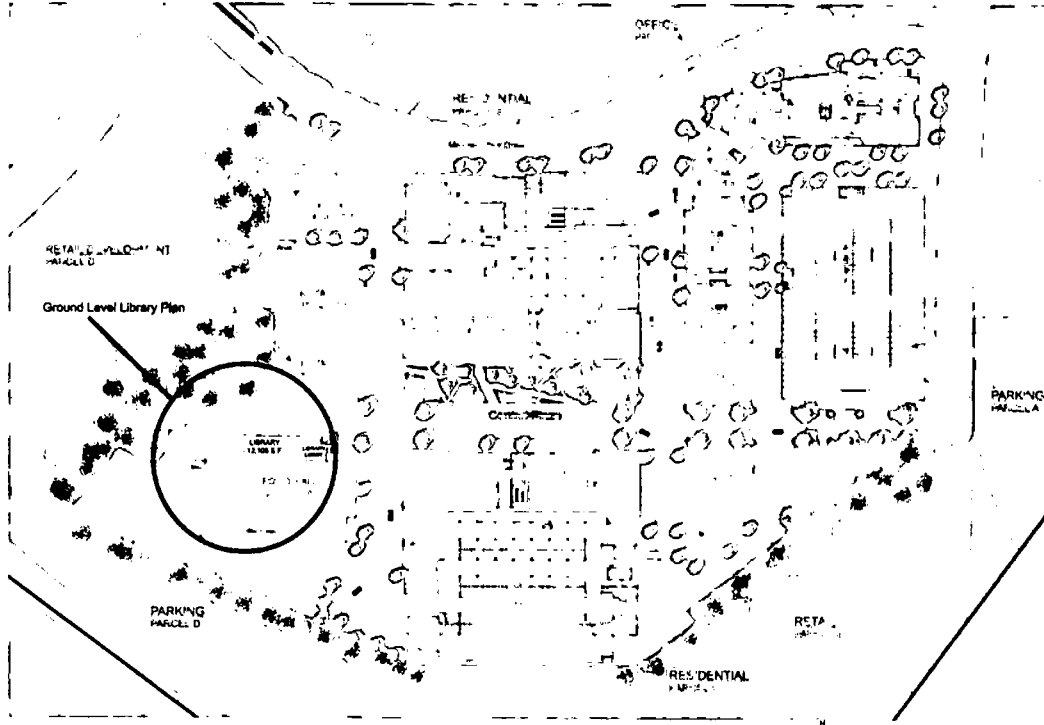
Additional fees charged for market rate unit and affordable unit applicants and tenants shall be the same. Fees may include, but are not limited to: application fees, parking space fees, pet fees, storage space rental fees, amenity fees, guest passes (for pool use), lost key fees and amenity rental fees. Security deposit requirements are subject to applicant credit standing and income qualification.

Exhibit "C"

New Central Library Site



Parcel C-1: New Central Library Site



Ground Level Library Plan

Exhibit C-2 - New Central Library Site Ground Level Plan

Ground Level - PHASE 1
Scale: 1" = 120'-0"



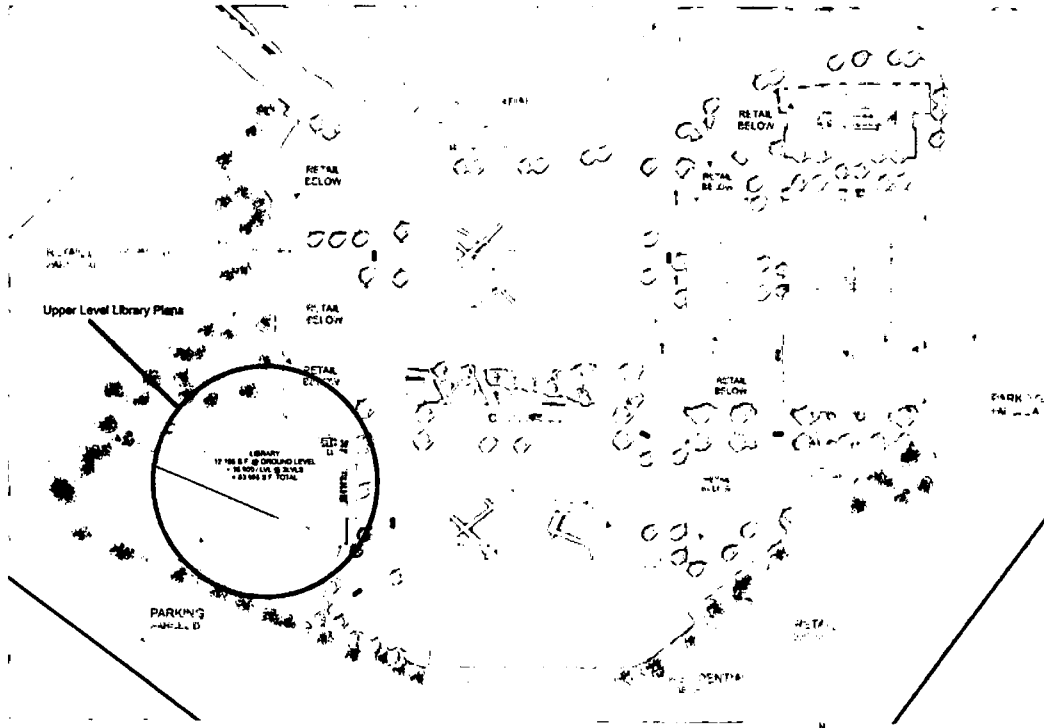
JP2 ARCHITECTS, LLC
7835 O'Donnell Street
Suite 300
Baltimore, MD 21224
T 410.276.7470
F 410.276.7471
www.jp2architects.com

Library Highlight Plan
28 February 2016

Merrweather District
Columbia, MD

Client
Howard Hughes
Howard Hughes Corp.
10221 Wencapen Circle
Suite 300
Columbia, MD 21044
410.984.4800

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0309, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.



Upper Level Library Plans

PARKING

Exhibit C-3 - New Central Library Site
Upper Level Plans

Upper Level - PHASE 1
Scale: 1" = 120'-0"



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t 410 276 7470
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Library Highlight Plan
28 February 2016

Merrriweather District
Columbia, MD

Client

Howard Hughes
Howard Hughes Corp.
10221 Wincopin Circle
Suite 300
Columbia, MD 21044
410.864.4800

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0310, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

Exhibit "D"

Middle Income Declaration of Covenants

**DOWNTOWN COLUMBIA
DECLARATION OF COVENANTS
MIDDLE INCOME UNITS**

THIS DECLARATION OF COVENANTS ("Declaration"), made this ___ day of _____ 201_, hereinafter set forth by Howard Research and Development Corporation, owner (hereinafter referred to a "Declarant").

NOW, THEREFORE, Declarant hereby declares that the Property described hereinafter shall be held, sold and conveyed subject to the following covenants, conditions and restrictions:

ARTICLE I.

Declarant and Howard County, Maryland, are Parties to a Development Rights and Responsibilities Agreement (Affordable Housing) which provides for the reservation of certain Affordable Units for rent within the residential properties being developed in the Downtown Columbia redevelopment in Howard County. One category of Affordable Units contemplated by such Agreement is those designated as "Middle Income Units."

Declarant is the owner of the Property set forth and described in Exhibit "A" attached hereto. The units in the Property that are the subject of this Declaration of Covenants, and are hereinafter referred to as the Middle Income Units ("MIU"s) are the following units offered for lease and located in the property located at _____, Columbia, Maryland _____ (the "Property"): [INSERT NUMBERS FOR UNITS TO BE SUBJECT TO RENTAL RESTRICTIONS].

ARTICLE II

For a period of forty (40) years commencing on the date of the first occupancy of any unit within each building located on the property encumbered by this Declaration, commencing as each building is occupied, or such other period as established by law (the "Restriction Period"), the MIUs and the improvements thereon and those that may subsequently be made to the MIUs must be leased to households comprised of individuals or families earning no more than eighty percent (80%) of the area median income of persons living in Howard County, Maryland, as published by _____ ("Median Income Limit") The County shall monitor and notify Declarant and any subsequent owners of the Property which is subject to these Declarations of any revisions to the dollar amount of the Median Income Limit in order to assure compliance.

ARTICLE III

Declarant and any other lessor of the MIUs shall lease the MIUs to lessees who must agree to occupy the MIU as their primary residence during the Restriction Period. The Declarant and any

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0311, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

other lessors of an MIU, except for the Howard County Housing Commission and other housing development agencies or non-profit corporations approved by the County Executive, are not permitted to lease or rent the MIUs to other Parties during the Restriction Period. This restriction may be waived by the County to allow a temporary rental of the MIU for good and sufficient cause. Further, if the income of the lessee of an MIU exceeds the Median Income Limit in any year after a lease for such MIU is signed, the Declarant or any subsequent lessor of the MIU may continue to lease to such lessee a unit on the Property provided (i) the income of that lessee does not exceed one hundred percent (100%) of the area median income of persons living in Howard County, Maryland, for more than one year, or (ii) the Declarant or any subsequent lessor of the MIU either relocates such lessee to another non-restricted unit on the Property or subjects another unit on the Property to these Declarations.

ARTICLE IV

Declarant, its heirs, assigns, and successors, hereby irrevocably assigns, transfers, and conveys unto Howard County, Maryland, the Howard County Housing Commission, and to Columbia Downtown Housing Corporation all of its right, title, interest, or obligation to enforce and maintain in full force and effect, the terms, conditions, and requirements of this Declaration of Covenants.

ARTICLE V

Any of the Declarant, Columbia Downtown Housing Corporation, the Howard County Housing Commission, or Howard County, Maryland, may enforce these Covenants by a proceeding, at law or in equity, against any person or persons violating or attempting to violate intentionally or otherwise, any covenant or restriction herein contained, either to restrain any violation hereof or to recover damages or monies, or to proceed against the land or the MIUs to enforce any lien or obligation created by or resulting from these Covenants.

ARTICLE VI

These Covenants are binding upon the MIUs, upon the Declarant, the lessees and purchasers of the MIUs, upon the Declarant's and the MIU lessees' and purchasers' heirs, successors, and assigns, and upon all transferees and transferors of the title to the MIUs during the Restriction Period and until the fulfillment of all other provisions contained herein.

ARTICLE VII

The original deed of conveyance from the Declarant, its heirs, assigns or successors, and all subsequent transfers, assignments, and deeds of conveyance out by subsequent Purchasers of the MIU, must, during the term of these Covenants, be a two-party deed that contains conspicuous language specifically reciting that the MIU is subject to these Covenants, referencing the date of recordation of these Covenants among the land records of Howard County, Maryland, including the Liber and Folio reference. Notice must also be included in any contract of sale for an MIU that fully and completely discloses the rental restrictions and controls established herein. All subsequent purchasers of an MIU must likewise provide such notice in contracts of sale.

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0312, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

ARTICLE VIII

These Covenants cannot be terminated without the written consent of the County, the Howard County Housing Commission, and the Columbia Downtown Housing Corporation except by the expiration of the Restriction Period defined in Article II. A termination statement, executed by the County Executive of Howard County will be recorded among the land records of Howard County, Maryland.

ARTICLE IX

If any default occurs and is continuing, Howard County, the Howard County Housing Commission, or Columbia Downtown Housing Corporation may apply to any state or federal court having jurisdiction for specific performance of the Declaration of Covenants, for an injunction against any violation of this Declaration of Covenants, or for such other relief at law or in equity as may be appropriate and consistent with applicable requirements of the Declaration of Covenants. No remedy conferred upon or reserved to the County, the Howard County Commission, or Columbia Downtown Housing Corporation by this Declaration of Covenants is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and is in addition to every other remedy given under this Declaration of Covenants, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Article will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default hereunder, Howard County, the Howard County Housing Commission, or Columbia Downtown Housing Corporation incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, Howard County, the Howard County Housing Commission, or Columbia Downtown Housing Corporation must be reimbursed upon demand by the party or Parties for reasonable expenses paid to third Parties.

JURATS APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, Declarant Howard Research and Development Corporation has caused these presents to be executed by _____ its _____, and its corporate seal to be affixed hereto, and does appoint _____ its true and lawful attorney-in-fact to acknowledge and deliver these presents.

DECLARANT:
HOWARD RESEARCH AND
DEVELOPMENT CORPORATION

BY: _____
Name: _____
Title: _____

**STATE OF MARYLAND
COUNTY OF HOWARD:**

I HEREBY CERTIFY that on this _____ day of _____, 20__, personally appeared _____ (name), _____ (title) of Howard Research and Development Corporation, who is personally well known to me, or proven to be, the person named as attorney-in-fact as aforesaid, and by virtue vested in him as aforesaid, acknowledged the same to be the act and deed of Howard Research and Development Corporation, the Declarant herein, for the purposes herein contained.

WITNESS my hand and seal this _____ day of _____, 20__.

My Commission Expires: _____

NOTARY PUBLIC

Exhibit E-1

Council Bill No. 54-2016 (ZRA 170)

Introduced	<u>7/8/16</u>
Public Hearing	<u>7/18/16</u>
Council Action	<u>11/9/16</u>
Executive Action	<u>11/14/16</u>
Effective Date	<u>1/14/17</u>

County Council Of Howard County, Maryland

2016 Legislative Session

Legislative Day No. 8

Bill No. 54-2016 (ZRA 170)

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

AN ACT requiring a new configuration of affordable housing in ~~Downtown~~ Downtown Columbia under certain conditions with certain alternatives; amending and providing for certain parking requirements related to residential units in Downtown Columbia; providing certain requirements for certain plans; requiring that certain types of construction provide for art in the community; and generally relating to the Howard County Zoning Regulations.

Introduced and read first time July 8, 2016. Ordered posted and hearing scheduled.
 By order Jessica Feldmark
 Jessica Feldmark, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on July 18, 2016.
Tabled 7/29/16
Extended & tabled 9/16/16
Extended & tabled 10/5/16
 By order Jessica Feldmark
 Jessica Feldmark, Administrator

This Bill was read the third time on November 9 2016 and Passed Passed with amendments Failed
 By order Jessica Feldmark
 Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 10th day of November 2016 at 4 a.m./p.m.
 By order Jessica Feldmark
 Jessica Feldmark, Administrator

Approved Vetoed by the County Executive Nov 14, 2016
Alan H. Kittleman
 Alan H. Kittleman, County Executive

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

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0316, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

1 WHEREAS, this Act amends Sections 125 and 133 of the Howard County
2 Zoning Regulations (“Zoning Regulations”) in order to align with amendments made to
3 the Downtown Columbia Plan, a General Plan Amendment, that accomplish the goals of
4 providing a broad spectrum of affordable housing in Downtown Columbia; and
5

6 WHEREAS, on May 10, 2016, the Howard County Planning Board
7 recommended approval of the Zoning Regulations amendments included in this Act with
8 modifications and the Downtown Columbia Plan amendments with modifications.
9

10 NOW, THEREFORE,

11
12 *Section 1. Be It Enacted by the County Council of Howard County, Maryland, that the*
13 *Howard County Zoning Regulations are amended as follows:*
14

15 *1. By amending Section 125.0.A.9.c of the Howard County Zoning Regulations.*

16 *~~2.~~ By amending Section 125.0.A.9.f(2) of the Howard County Zoning Regulations.*

17
18 *~~3.~~ By adding Section 125.0.A.9.f(3) to the Howard County Zoning Regulations*

19
20 *~~4.~~ By adding Section 125.0.A.9.f(4) to the Howard County Zoning Regulations*

21
22 *~~5.~~ By amending Section 125.0.H.3.g. of the Howard County Zoning Regulations*

23
24 *~~6.~~ By amending Section 133.0.F.3-Table 1- 133.0.B and F. of the Howard County*
25 *Zoning Regulations*
26

27 **Howard County Zoning Regulations.**

28 **Section 125.0. NT (New Town) District**

29
30 A. Definitions, Requirements and Restrictions Applicable to NT Districts

31 9. Downtown Revitalization:

1 c. Development Levels: The following maximum development level limits apply
2 to Downtown Columbia for Downtown Revitalization, except as qualified by
3 Sections 125.0.A.9.f.(1), (2) and (3).

4 (1) The maximum number of Downtown Net New dwellings permitted is
5 5,500 dwellings. The number of dwellings permitted under the Downtown
6 Revitalization Approval Process, up to a maximum of 5,500 Downtown
7 Net New dwellings, shall be in addition to the overall residential density
8 established by Section 125.0.A.4.

9 (2) ANY DWELLING WITHIN A LOW INCOME HOUSING TAX CREDIT (LIHTC)
10 PROJECT OWNED WHOLLY OR IN PARTNERSHIP BY THE HOWARD COUNTY
11 HOUSING COMMISSION LOCATED IN DOWNTOWN COLUMBIA IS EXEMPT
12 FROM THE MAXIMUM NUMBER OF DOWNTOWN NET NEW DWELLING UNITS
13 ESTABLISHED BY SECTION 125.O.A.9.C(1). THE MAXIMUM NUMBER OF
14 SUCH LIHTC DWELLINGS PERMITTED IN DOWNTOWN COLUMBIA IS 744.

15 [[2]](3) The maximum amount of Downtown Net New commercial office
16 development permitted is 4,300,000 square feet of gross floor area.

17 [[3]](4) The maximum number of Downtown Net New hotel and motel
18 rooms permitted is 640 rooms.

19 [[4]](5) The maximum amount of Downtown Net New commercial retail
20 development permitted is 1,250,000 square feet of gross floor area.

21 [[5]](6) The maximum development levels permitted above for Downtown
22 Revitalization shall be in addition to the number of dwellings and gross
23 floor area of nonresidential uses shown on a Site Development Plan
24 approved prior to April 6, 2010.

25 (7) ARTS CENTERS, PUBLIC LIBRARIES, AND GOVERNMENT USES ARE NOT
26 COUNTED TOWARD ANY OF THE DEVELOPMENT LEVELS LISTED ABOVE.

27 f. Additional Requirements.

28 (2) Any Downtown Revitalization Development shall provide for art in the
29 community that is equivalent in value to 1% of the building construction
30 cost.

31 (a) Art must be provided:

32 (i) On site;

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- (ii) On other property located within Downtown Revitalization development provided with the written consent of the owner of the fee simple property; or
- (iii) The petitioner may pay a fee in-lieu of providing art on-site that is equivalent in value to 1% of the building construction cost.

- (b) Art may be provided in combination with other Downtown Revitalization Developments.
- (c) Each in-lieu fee must be paid prior to issuance of a use and occupancy permit for the first building in the project that generates the requirement, and the collected funds must be used to provide art on property within Downtown Revitalization Developments.
- (d) If the value of the art provided on site or in combination with other projects exceeds 1% of the building construction cost, then the excess value beyond 1% can be credited towards the requirements of this subsection for a subsequent-Final Development Plan subject to the procedures and requirements set forth in this subsection.
- (e) The following construction projects are not subject to the requirements of this section:

- [[(i) Construction of Moderate Income Housing Units.]]
- [[(ii)] (i) Construction of places of worship and their accessory uses.
- [[(iii)] (ii) Renovations to existing or construction of new cultural facilities which include facilities located within a Downtown Arts and Entertainment Park, Downtown Arts, Cultural and Community Uses, and Downtown Community Commons.
- [[(iv)] (iii) Parking Structures.
- [[(v)] (iv) Renovations to existing buildings or structures required by government mandated code compliance construction projects, such as projects exclusively designed for compliance with the Americans with Disabilities Act ("ADA"), the Maryland Accessibility Code, the National Fire Protection Association (NFPA) Life Safety Code, and/or fire sprinkler retrofits.

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0319, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

1 ~~(3) ANY AFFORDABLE DWELLING UNIT LOCATED IN DOWNTOWN COLUMBIA IS~~
2 ~~EXEMPT FROM THE MAXIMUM NUMBER OF DOWNTOWN NET NEW~~
3 ~~DWELLING UNITS ESTABLISHED BY SECTION 125.O.A.9.c(1). FOR PURPOSES~~
4 ~~OF THIS SECTION, AN "AFFORDABLE DWELLING UNIT" IS ANY DWELLING~~
5 ~~UNIT THAT IS RESTRICTED BY HOWARD COUNTY'S MODERATE INCOME~~
6 ~~HOUSING UNIT PROGRAM SET FORTH IN TITLE 13, SUBTITLE 4 OF THE~~
7 ~~HOWARD COUNTY CODE, A DEVELOPMENT RIGHTS AND RESPONSIBILITIES~~
8 ~~AGREEMENT, OR RESTRICTIVE COVENANT THAT IS ENFORCEABLE BY THE~~
9 ~~COUNTY FOR A TERM OF NOT LESS THAN 40 YEARS, SUCH THAT THE UNIT~~
10 ~~MUST BE MADE AVAILABLE FOR OCCUPANCY BY A HOUSEHOLD WITH AN~~
11 ~~INCOME OF NOT MORE THAN 80% OF THE HOWARD COUNTY AREA MEDIAN~~
12 ~~INCOME.~~

13 ~~(4) EXCEPT AS PROVIDED IN PARAGRAPH (5) OF THIS SUBSECTION, DEPENDING~~
14 ~~ON THE NUMBER OF STORIES IN A BUILDING, A DEVELOPER SHALL PROVIDE~~
15 ~~THE FOLLOWING MINIMUM UNITS AS AFFORDABLE AS DEFINED BY HOWARD~~
16 ~~COUNTY'S MODERATE INCOME HOUSING UNIT PROGRAM, OF WHICH 3%~~
17 ~~SHALL BE SET ASIDE FOR HOUSEHOLDS WHO WORK WITHIN 5 MILES OF THE~~
18 ~~LIMITS OF DOWNTOWN COLUMBIA AS DETERMINED BY REGULATIONS OF~~
19 ~~THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT:~~

20 ~~— (A) — 13% OF ALL NET NEW DWELLING UNITS IN BUILDINGS WITH 5 OR~~
21 ~~FEWER STORIES; AND~~

22 ~~— (B) — 10% IN BUILDINGS WITH GREATER THAN 5 STORIES.~~

23 ~~(5) PARAGRAPH (4) SHALL NOT APPLY IF:~~

24 ~~(A) A DEVELOPER OF DWELLING UNITS OFFERED FOR SALE, AT ITS OPTION,~~
25 ~~PAYS A PER UNIT PAYMENT TO THE DOWNTOWN COLUMBIA~~
26 ~~COMMUNITY HOUSING FOUNDATION ("DCCHF") IN THE AMOUNTS SET~~
27 ~~FORTH IN TITLE 28, SUBTITLE 1 OF THE HOWARD COUNTY CODE AND~~
28 ~~THIS PAYMENT SHALL BE:~~

29 ~~— I. — IMPOSED UPON THE ISSUANCE OF ANY BUILDING PERMIT FOR A~~
30 ~~BUILDING CONTAINING DWELLING UNITS OFFERED FOR SALE;~~
31 ~~AND~~

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~~II. ADDITIONAL TO ANY OTHER FEES REQUIRED TO BE PAID BY THE DEVELOPER; OR~~

~~(B) THE COUNTY DETERMINES THAT THE PURPOSES OF THE AFFORDABLE HOUSING REQUIREMENTS OF THE ZONING REGULATIONS AND TITLE 13, SUBTITLE 4 OF THE HOWARD COUNTY CODE WILL BE SERVED TO A GREATER EXTENT BY ENTERING INTO A DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT WITH THE DEVELOPER IN ACCORDANCE WITH TITLE 16, SUBTITLE 17 OF THE HOWARD COUNTY CODE.~~

(3) EXCEPT AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION, A DEVELOPER OF RESIDENTIAL UNITS SHALL PROVIDE AFFORDABLE UNITS AS FOLLOWS:

(A) 15% OF ALL NET NEW DWELLING UNITS IN BUILDINGS WITH 5 OR FEWER STORIES OF RESIDENTIAL UNITS SHALL BE AFFORDABLE AS DEFINED BY HOWARD COUNTY'S MODERATE INCOME HOUSING UNIT PROGRAM SET FORTH IN TITLE 13, SUBTITLE 4 OF THE HOWARD COUNTY CODE;

(B) 12% OF ALL NET NEW DWELLING UNITS IN BUILDINGS WITH GREATER THAN 5 STORIES OF RESIDENTIAL UNITS SHALL BE AFFORDABLE AS DEFINED BY HOWARD COUNTY'S MODERATE INCOME HOUSING UNIT PROGRAM SET FORTH IN TITLE 13, SUBTITLE 4 OF THE HOWARD COUNTY CODE;

(C) A DEVELOPER OF RENTAL UNITS MAY NOT UTILIZE OPTIONAL METHODS OR ALTERNATIVE COMPLIANCE AS DESCRIBED IN SECTION 13.402 OF THE HOWARD COUNTY CODE AND SHALL PROVIDE ALL OF THE AFFORDABLE UNITS:

(I) ON THE SITE OF THE DEVELOPMENT PROJECT;

(II) IN THE SAME RATIO OF UNIT TYPES AS PROPOSED FOR THE DEVELOPMENT; AND

(III) EVENLY DISTRIBUTED WITHIN EACH PHASE OF DEVELOPMENT; AND

1 (D) A DEVELOPER OF UNITS OFFERED FOR SALE MAY, IF APPROVED,
2 UTILIZE OPTIONAL METHODS OR ALTERNATIVE COMPLIANCE AS
3 DESCRIBED IN SECTION 13.402 OF THE HOWARD COUNTY CODE.

4 (4) PARAGRAPH (3) SHALL NOT APPLY IF THE COUNTY DETERMINES THAT THE
5 PURPOSES OF THE AFFORDABLE HOUSING REQUIREMENTS OF THE ZONING
6 REGULATIONS AND TITLE 13, SUBTITLE 4 OF THE HOWARD COUNTY CODE
7 WILL BE SERVED TO A GREATER EXTENT BY ENTERING INTO A
8 DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT WITH THE
9 DEVELOPER IN ACCORDANCE WITH TITLE 16, SUBTITLE 17 OF THE HOWARD
10 COUNTY CODE IF THE PROPERTY IS IDENTIFIED FOR THE DEVELOPMENT OF
11 AFFORDABLE HOUSING IN AN APPROVED DEVELOPMENT RIGHTS AND
12 RESPONSIBILITIES AGREEMENT AND APPROPRIATE COVENANTS ARE
13 RECORDED AGAINST THE PROPERTY CONSISTENT WITH THE AGREEMENT. IF
14 A DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT IS APPROVED
15 AND SUBSEQUENTLY TERMINATED, ALL DEVELOPMENT FOR WHICH A SITE
16 DEVELOPMENT PLAN HAS NOT RECEIVED TECHNICALLY COMPLETE
17 APPROVAL PRIOR TO THE DATE ON WHICH THE DEVELOPMENT RIGHTS AND
18 RESPONSIBILITIES AGREEMENT IS TERMINATED SHALL COMPLY FULLY WITH
19 THE REQUIREMENTS SET FORTH IN PARAGRAPH (3) REGARDLESS OF THE
20 NUMBER OF AFFORDABLE UNITS DEVELOPED UNDER THE DEVELOPMENT
21 RIGHTS AND RESPONSIBILITIES AGREEMENT. DEVELOPMENT PURSUANT TO
22 A SITE DEVELOPMENT PLAN WHICH RECEIVED TECHNICALLY COMPLETE
23 APPROVAL BEFORE THE TERMINATION OF THE DEVELOPMENT RIGHTS AND
24 RESPONSIBILITIES AGREEMENT SHALL BE SUBJECT TO THE DEVELOPMENT
25 RIGHTS AND RESPONSIBILITIES AGREEMENT.

26 **H. Site Development Plan—Downtown Revitalization**

27 3. Planning Board Review and Approval Criteria.

28 The Planning Board shall approve, approve with conditions, or deny a
29 Site Development Plan that proposes Downtown Revitalization based on whether
30 the petition satisfies the following criteria:

- 1 g. The Site Development Plan satisfies the affordable housing requirements in
2 accordance with the approved Final Development Plan AND SUBSECTION
3 A.9.F(43) OF THIS SECTION.
4

5 **Howard County Zoning Regulations.**

6 **Section 133.0: - Off-Street Parking and Loading Facilities.**

7
8 B. Layout and Location

- 9 1. Off-street parking and loading facilities required by these Regulations
10 shall be provided on the same lot with such structure or land use, unless
11 parking is provided on a different lot in accordance with this section.
- 12 2. Off-street parking and loading spaces required for structures or land uses
13 on two or more adjoining lots may be provided in a single common
14 facility on one or more of said lots; provided said lots are in the same
15 zoning district and are owned in common, or are subject to recorded
16 covenants or easements for parking. For purposes of this section, lots
17 which are divided by a public street right-of-way are not deemed to be
18 adjoining.
- 19 3. The location of parking for multifamily residences shall be in accordance
20 with Section 16.120(b) of the Subdivision and Land Development
21 Regulations.
- 22 4. Required minimum parking may be provided on a separate lot from the
23 principal use if:
- 24 a. For residential uses, the location and distribution of parking spaces
25 complies with the Subdivision and Land Development Regulations;
- 26 b. For nonresidential uses, the major point of pedestrian access to the parking
27 facility is within 400 feet of the entrance to the building. This requirement
28 does not apply to Downtown Revitalization;

1 c. The parking facility is within a zoning district in which the use being
2 served by the parking facility is permitted;

3 d. The parking facility is not separated from the use being served by a public
4 street. This requirement does not apply to Downtown Revitalization;

5 e. The parking facility is subject to recorded covenants or easements for
6 parking, or other proof is provided that the continued use of the parking
7 area is guaranteed throughout the life of the land use.

8 5. IN DOWNTOWN COLUMBIA, NO MORE THAN 10% OF THE REQUIRED OFF-
9 STREET PARKING SHALL BE SATISFIED WITH SURFACE PARKING. HOWEVER,
10 THE PLANNING BOARD MAY APPROVE EXCEPTIONS FOR TEMPORARY
11 PARKING AS PART OF A PHASED DEVELOPMENT PLAN. THE PLANNING
12 BOARD MAY APPROVE EXTENSIONS UPON SUBMISSION OF A REVISED
13 PHASING PLAN.

14
15 F. Permitted Reductions in Off-street Parking Requirements

16 3. Downtown Revitalization

17 Off-street parking and loading facilities for Downtown Revitalization shall be
18 provided in accordance with the following shared parking methodology and
19 parking ratios:

20 a. The methodology for determining the shared parking demand consists of the
21 following steps and is described in the following paragraphs:

22 (1) Determine individual weekday and weekend peak parking ratios for each
23 land use.

24 (2) Determine the number of reserved parking spaces for each use.

25 (3) Select time-of-day and monthly parking variation factors.

26 (4) Adjust parking ratios for modal split, auto occupancy, and captive market
27 effects.

28 (5) Calculate the hourly parking demand for weekdays and weekends for each
29 month.

1 Step 1: Determine individual weekday and weekend peak parking ratios
2 for each land use.

3 Table 1 presents the base parking ratios for weekdays and weekends.
4 These ratios must be used unless the petitioner provides reasonable
5 justification for use of alternative ratio(s) that will not be detrimental to
6 the public welfare. A DEVELOPER MAY SUBMIT A PARKING STUDY AS
7 JUSTIFICATION FOR ALTERNATIVE RATIO(S) FOR APPROVAL BY THE
8 DEPARTMENT OF PLANNING AND ZONING PRIOR TO SUBMISSION OF A SITE
9 DEVELOPMENT PLAN. For land uses not listed in Table 1, data from the
10 current edition of "Parking Generation" (ITE), "Shared Parking" (ULI),
11 the Howard County Zoning Regulations, or other applicable sources may
12 be used.

13 Step 2: Determine the number of reserved parking spaces for each use.
14 A significant proportion of residential parking spaces are typically
15 reserved, due to market and security requirements. Some portion of office,
16 retail, hotel, or other uses may require reserved spaces for some portion of
17 the day. These reserved spaces should be outlined and specified by land
18 use on an hourly basis.

19 Step 3: Select time-of-day and monthly parking variation factors.
20 The time-of-day adjustment factors for weekdays and weekends are shown
21 in Tables 2 and 3, respectively. Table 4 shows the monthly adjustment
22 factors for customer and visitor parking, while Table 5 includes the
23 monthly adjustment factors for employees. These typical factors are taken
24 from the ULI Shared Parking Manual and may be modified based on other
25 published data or independent studies to ensure accuracy for specific land
26 uses or circumstances.

27 Step 4: Adjust parking ratios for modal split, auto occupancy, and captive
28 market effects.

29 Modal split, auto occupancy, and captive market effects will be different
30 for each Downtown Revitalization development. Modal splits and auto
31 occupancy can be determined through U.S. Census journey-to-work data,

1 patron surveys, or other local data, and can be adjusted to reflect future
 2 conditions.

3 Non-captive adjustments reflect the proportion of users that are not
 4 already parked nearby for a primary purpose. These adjustments for
 5 captive market effects should only be applied to simultaneous trips, not
 6 sequential trips. For example, an office worker who walks across the street
 7 for a snack during the day is part of the captive market, while a couple
 8 who has dinner before a movie is not. Table 6 includes sample non-captive
 9 adjustment factors for weekdays and can be modified based on the
 10 characteristics of the land use and surroundings.

11 Step 5: Calculate the hourly parking demand for weekdays and weekends
 12 for each month.

13 The individual parking demands for each land use during each time period
 14 are then computed by multiplying the parking ratios (adjusted for modal
 15 split, auto occupancy, and captive market effects) by the time-of-day and
 16 monthly variation factors. No adjustment factors or variation factors are
 17 applied to reserved parking spaces.

18 The sum of the adjusted parking demands for each land use are then
 19 compared for each scenario (each hour of each day of each month), and
 20 the maximum total parking demand represents the shared parking
 21 requirement for the project.

22 **Table 1**
 23 Howard County Shared Parking Methodology
 24 Base Parking Ratios

Land Use	Weekday		Weekend		Unit
	Visitor	Employee	Visitor	Employee	
General Retail/Personal Service	2.90	0.70	3.20	0.80	/ksf GLA
Shopping Center	3.20	0.80	3.60	0.90	/ksf

					GLA
Restaurants, standard, and beverage establishments	15.25	2.75	17.00	3.00	
Fast Food Restaurant	12.75	2.25	12.00	2.00	/ksf GLA
Cinema	0.19	0.01	0.26	0.01	/seat
Performing Arts Theater	0.30	0.07	0.33	0.07	/seat
Health Club	6.60	0.40	5.50	0.25	/ksf GLA
Hotel	0.90	0.25	1.00	0.18	/room
Restaurant/Lounge	10.00		10.00		/ksf GLA
Conference Ctr./Banquet (20 to 50 sq ft/guest room)	30.00		30.00		/ksf GLA
Convention Space (>50 sq ft/guest room)	20.00		10.00		/ksf GLA
Residential UNIT (1) — STUDIO AND ONE-BEDROOM UNITS	0.15	[[1.50]] 1.15	0.15	[[1.50]] 1.15	/unit
<u>Residential(1)</u>	<u>0.15</u>	<u>1.50</u>	<u>0.15</u>	<u>1.50</u>	<u>/unit</u>
RESIDENTIAL UNIT (1) — TWO OR MORE BEDROOMS	0.15	1.50	0.15	1.50	/UNIT
General Office up to 100 ksf	0.275	3.30	0.028	0.33	/ksf GLA
General Office over 100 ksf	0.20	2.60	0.02	0.26	/ksf

					GLA
Medical/Dental Office	3.00	1.50	3.00	1.50	/ksf GLA

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Note(s):	(1) 1.0 space reserved for residents' sole use; remainder may be shared.
	(2) For all other land uses, data from the current edition of "Parking Generation" (ITE), "Shared Parking" (ULI), the Howard County Zoning Regulations or other applicable sources may be used.

3

4 *Section 2. And Be It Further Enacted by the County Council of Howard County,*

5 *Maryland, that this Act shall become effective 61 days after its enactment.*

Exhibit E-2

Council Bill No. 52-2016 (An amendment to the Downtown Columbia Plan)

Introduced	<u>7/8/16</u>
Public Hearing	<u>7/18/16</u>
Council Action	<u>11/9/16</u>
Executive Action	<u>11/14/16</u>
Effective Date	<u>1/14/17</u>

County Council Of Howard County, Maryland

2016 Legislative Session

Legislative Day No.8

Bill No. 52 -2016

Introduced by the Chairperson at the request of the County Executive

AN ACT amending the *Downtown Columbia Plan*, a General Plan Amendment, to revise the Downtown Columbia affordable housing program; setting forth methods for the development of affordable housing; revising the Downtown Revitalization Phasing Progression to reflect the timing of affordable housing development; amending certain Community Enhancements, Programs and Public Amenities to reflect the methods for the development of affordable housing; and generally relating to planning, zoning and land use in Howard County.

Introduced and read first time July 8, 2016. Ordered posted and hearing scheduled.
 By order Jessica Feldmark
 Jessica Feldmark, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on July 18, 2016.

Tabled 7/29/16
Extended & tabled 9/6/16
Extended & tabled 10/5/16
 By order Jessica Feldmark
 Jessica Feldmark, Administrator

This Bill was read the third time on November 9, 2016 and Passed Passed with amendments Failed

By order Jessica Feldmark
 Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 12th day of November, 2016 at 5 a.m. (p.m.)

By order Jessica Feldmark
 Jessica Feldmark, Administrator

Approved Vetoed by the County Executive Nov 14, 2016

Allan H. Kittleman
 Allan H. Kittleman, County Executive

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

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0330, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

1 **WHEREAS**, on February 1, 2010, the Howard County Council (“County Council”)
2 approved Bill No. 58-2009 approving the Downtown Columbia Plan, A General Plan
3 Amendment (“Downtown Columbia Plan”); and
4

5 **WHEREAS**, the Downtown Columbia Plan envisioned a full spectrum housing program
6 for Downtown Columbia to be achieved through the creation of a Downtown Columbia
7 Community Housing Foundation subsequently recognized as the Columbia Downtown Housing
8 Corporation (“CDHC”) which would administer the Downtown Columbia Community Housing
9 Fund (“Fund”) to be created from contributions from the Downtown Columbia Community
10 Developer or Howard Research and Development Corporation (“HRD”), other developer and
11 property owner contributions, and other sources; and
12

13 **WHEREAS**, on March 31, 2014, CDHC presented its Second Annual Report in which
14 CDHC advised that without changes in legislation it would be difficult to realize its goals
15 regarding the development of affordable housing in Downtown; and
16

17 **WHEREAS**, between June and September of 2015, representatives of CDHC, HRD, the
18 Howard County Housing Commission (“Commission”) and Howard County, Maryland
19 (“County”) met to develop an alternative means of achieving a full spectrum of housing in
20 Downtown Columbia, referred to as the Joint Recommendations; and
21

22 **WHEREAS**, on September 8, 2015, CDHC, HRD, the Commission and the County
23 presented the Joint Recommendations to the County Council, and
24

25 **WHEREAS**, between September and November of 2015, the County conducted a series
26 of analyses of the Joint Recommendations and presented them to the County Council; and
27

28 **WHEREAS**, the Joint Recommendations formed the basis of requests for legislative
29 changes to the Downtown Columbia Plan, *PlanHoward 2030*, the Howard County Zoning

1 Regulations, and the Howard County Code of Ordinances; and

2
3 **WHEREAS**, this Act amends certain provisions of the Downtown Columbia Plan in
4 order to accomplish the goals of providing a broad spectrum of affordable housing in Downtown
5 Columbia as laid out in the Joint Recommendations; and

6
7 **WHEREAS**, on May 10, 2016, the Howard County Planning Board recommended
8 approval of the Downtown Columbia Plan amendments included in this Act with modifications.

9
10 **NOW, THEREFORE,**

11
12 *Section 1. Be It Enacted by the County Council of Howard County, Maryland, that the*
13 *Downtown Columbia Plan is hereby amended as follows and as more specifically shown in the*
14 *attached pages:*

- 15 1. *Section 1.5, Diverse Housing, is amended as shown in the attached Exhibit A;*
16 2. *Section 4.1, General Plan, is amended as shown in the attached Exhibit B;*
17 3. *Remove the existing Downtown Revitalization Phasing Progression, as shown in*
18 *Section 4.2, Phasing on page 73 of the adopted Downtown Columbia Plan, and*
19 *substitute the attached revised Downtown Revitalization Phasing Progression as*
20 *shown in the attached Exhibit C; and*
21 4. *The Downtown Columbia Community Enhancements, Programs and Public*
22 *Amenities (CEPPAs) Implementation Chart is amended as shown in the attached*
23 *Exhibit D.*

24
25 *Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland that the*
26 *Director of the Department of Planning and Zoning may correct obvious errors, capitalization,*
27 *spelling, grammar, headings and similar matters and may publish this amendment to the Downtown*
28 *Columbia Plan, A General Plan Amendment, by adding or amending covers, title pages, a table of*
29 *contents, and graphics to improve readability.*

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Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland, that this amendment be attached to and made part of the Downtown Columbia Plan, A General Plan Amendment.

Section 4. And Be it Further Enacted by the County Council of Howard County, Maryland that if any provision of this Act or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity shall not affect other provisions or any other application of this Act which can be given effect without the invalid provision or application, and for this purpose the provisions of this Act are severable.

Section 45. And Be It Further Enacted by the County Council of Howard County, Maryland, that this Act shall become effective 61 days after its enactment.

EXHIBIT A

1.5 DIVERSE HOUSING

This Plan recognizes and celebrates the original vision of Jim Rouse to create a socially responsible city for people of all ages, incomes and backgrounds. The establishment of an ongoing mechanism to provide a full spectrum of housing into the future is an important social responsibility shared by us all. Of related but equal importance is encouraging within downtown Columbia itself the diversity of people that exists elsewhere in Columbia today. Realizing this diversity will be important to the social and economic success of the downtown, where the mixing of individuals with different backgrounds and incomes will result in an ongoing exchange of ideas in an environment where residents, workers and visitors will have an opportunity to learn from one another and grow together as a community.

Downtown Columbia: A Community Vision recaptures the spirit of the Rouse vision for a complete city in which different types of people live together to create a fully realized community. In such respect, this Plan also recognizes the enrichment a community can experience through the diversity of its people. This Plan strives to achieve this objective through the provision of expanded residential opportunities for in-town living in both housing form and affordability, and through the establishment of a [[community housing fund]] BASELINE MODERATE INCOME HOUSING UNIT REQUIREMENT, A COMMUNITY HOUSING FUND, AND THE FLEXIBILITY FOR DEVELOPERS TO PROPOSE A MIX OF AFFORDABLE HOUSING POLICIES THAT EXCEED THE MINIMUM REQUIREMENTS, which will be used to help meet the affordable housing needs of the community.

Background

The need for affordable housing exists today and will likely continue to grow into the future. Significantly, however, what at times can be overlooked is the important relationship between reasonable opportunities for affordable housing and the economic health of the County. *General Plan 2000* recognized this significance and identified the important relationship between the need for affordable housing and the County's employment growth, and its demand for [[low]]LOW- and moderate-income workers. In this regard, *General Plan 2000* recognized that to the degree [[low]]LOW- and moderate-income workers can be housed in the County, the County's economic development prospects are improved. In addition, *General Plan 2000* further recognized that by providing more affordable housing it becomes possible for residents' children and parents, as well as teachers, firemen and policemen to live in the County. The accommodation of work force housing is a goal shared by all.

General Plan 2000 (Policy 4.2) recommends providing affordable housing for existing low- and moderate-income residents and for the diverse labor force needed for continuing economic

growth. Policy 4.2 also recommends that new funding sources be identified to enable the Office of Housing and Community Development to expand the supply of affordable housing to serve low- or moderate-income households, including seniors and persons with disabilities. In a similar context, *Downtown Columbia: A Community Vision* expands upon these objectives and suggests that new models for developing affordable housing in combination with mixed-use development should generate new and innovative techniques for achieving these objectives. *PLANHOWARD 2030 EXPANDS ON GENERAL PLAN 2000 AFFORDABLE HOUSING POLICY EMPHASIZING THE MOST DOMINANT IMPEDIMENT TO ACHIEVING AFFORDABLE HOUSING CHOICE IS AN INADEQUATE SUPPLY OF HOUSING AVAILABLE TO HOUSEHOLDS BELOW THE MEDIAN AREA INCOME LEVEL. POLICY 9.2 CALLS FOR EXPANDING FULL SPECTRUM HOUSING FOR RESIDENTS AT DIVERSE INCOME LEVELS AND LIFE STAGES, AND FOR INDIVIDUALS WITH DISABILITIES, BY ENCOURAGING HIGH QUALITY, MIXED INCOME, MULTIGENERATIONAL, WELL-DESIGNED, AND SUSTAINABLE COMMUNITIES. It is with these policy statements in mind that this Plan proposes a means of providing a full spectrum of housing for Downtown Columbia.*

[[Downtown Columbia Community Housing Foundation]] DOWNTOWN COLUMBIA AFFORDABLE HOUSING PROGRAM

THE DOWNTOWN COLUMBIA PLAN RECOMMENDATIONS FOR THE CREATION OF FULL SPECTRUM HOUSING SERVING DOWNTOWN COLUMBIA ARE DESIGNED TO ENCOURAGE A COMPREHENSIVE SET OF OPTIONS TO MEET AFFORDABLE HOUSING NEEDS. THE PLAN ENVISIONS USE OF THE FOLLOWING METHODS FOR THE DEVELOPMENT OF AFFORDABLE HOUSING:

1. A MINIMUM OF ~~10%~~12% OR ~~13%~~15% OF ALL RESIDENTIAL DWELLING UNITS, DEPENDING ON THE NUMBER OF STORIES IN A BUILDING, SHOULD BE DESIGNATED AS AFFORDABLE AS DEFINED BY HOWARD COUNTY'S MODERATE INCOME HOUSING UNIT ("MIHU") PROGRAM, ~~OF WHICH 3% SHOULD BE SET ASIDE FOR HOUSEHOLDS WHO WORK WITHIN 5 MILES OF THE LIMITS OF DOWNTOWN COLUMBIA AS DETERMINED BY REGULATIONS OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT;~~
2. A DEDICATED TRUST FUND BE ESTABLISHED AND MANAGED BY THE DOWNTOWN COLUMBIA COMMUNITY HOUSING FOUNDATION ("DCCHF"); AND
3. THE OPTION FOR DEVELOPERS TO PROPOSE INNOVATIVE APPROACHES TO EXCEEDING THE MINIMUM AFFORDABILITY REQUIREMENT THROUGH A DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT ("DRRA").

THIS PLAN RECOMMENDS AMENDING THE DOWNTOWN REVITALIZATION PROVISIONS OF THE ZONING REGULATIONS (WHICH GOVERN REDEVELOPMENT IN DOWNTOWN COLUMBIA) TO REQUIRE THAT AFFORDABLE HOUSING BE PROVIDED IN DOWNTOWN COLUMBIA IN CONNECTION WITH THESE THREE METHODS, WHICH ARE DESCRIBED IN MORE DETAIL BELOW.

METHODS FOR THE DEVELOPMENT OF AFFORDABLE HOUSING

METHOD 1: A MINIMUM OF ~~10%~~12% OR ~~13%~~15% OF ALL RESIDENTIAL DWELLING UNITS, DEPENDING ON THE NUMBER OF STORIES IN A BUILDING, SHOULD BE DESIGNATED AS AFFORDABLE AS DEFINED BY HOWARD COUNTY'S MODERATE INCOME HOUSING UNIT PROGRAM, OF WHICH ~~3%~~ SHOULD BE SET ASIDE FOR HOUSEHOLDS WHO WORK WITHIN 5 MILES OF THE LIMITS OF DOWNTOWN COLUMBIA AS DETERMINED BY REGULATIONS OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

TO ENSURE AFFORDABLE HOUSING IS CREATED WITHIN EACH DOWNTOWN RESIDENTIAL DEVELOPMENT, THIS PLAN RECOMMENDS THAT THE ZONING REGULATIONS REQUIRE EITHER ~~10%~~12% OR ~~13%~~15% OF ALL UNITS OFFERED IN EACH DEVELOPMENT, DEPENDING ON THE NUMBER OF STORIES IN A BUILDING AND EXCLUDING THE METROPOLITAN AND PARCEL C, MUST BE PROVIDED AS MIHUS PURSUANT TO THE MIHU LAW OF THE HOWARD COUNTY CODE.

~~IN AN EFFORT TO SERVE HOUSEHOLDS WHO WORK NEAR DOWNTOWN COLUMBIA, A SET-ASIDE OF THE MIHU REQUIREMENT IS RECOMMENDED TO SERVE WORKFORCE HOUSING NEEDS OF DOWNTOWN COLUMBIA RESIDENTS. THIS EFFORT ADDRESSES A DESIRE TO CREATE AN ENVIRONMENT WHERE INDIVIDUALS CAN LIVE WHERE THEY WORK AND TAKE FULLER ADVANTAGE OF ALL OF THE AMENITIES DOWNTOWN COLUMBIA WILL HAVE TO OFFER.~~

TO ENSURE AFFORDABLE HOUSING IS CREATED CONCURRENT WITH MARKET RATE HOUSING IN EACH PHASE OF DEVELOPMENT, THIS PLAN ALSO RECOMMENDS A MINIMUM NUMBER OF RESIDENTIAL DWELLING UNITS IN EACH DEVELOPMENT PHASE MUST BE AFFORDABLE BEFORE MOVING ON TO A SUBSEQUENT PHASE. THESE MINIMUMS PROVIDE A BASELINE FOR ESTABLISHING AFFORDABLE HOUSING IN PROPORTION TO MARKET RATE HOUSING AND WILL APPLY TO ALL PROPERTY OWNERS.

METHOD 2: A DEDICATED TRUST FUND BE ESTABLISHED AND MANAGED BY THE DOWNTOWN COLUMBIA COMMUNITY HOUSING FOUNDATION.

A full spectrum housing program for Downtown Columbia should establish a flexible model that aspires to make new housing in downtown affordable to individuals earning across all income levels. In order to create an effective, flexible means of providing a full spectrum of housing for Downtown Columbia, GGP will establish the DCCHF[[Downtown Columbia Community Housing Foundation ("DCCHF")]], as detailed below. [[The intent of this full spectrum housing program for Downtown Columbia is to satisfy all affordable housing requirements for downtown.]]

- **Initial Source Fund**

GGP will establish the DCCHF at its expense and will contribute \$1.5 million to the DCCHF upon issuance of the first building permit for new housing in Downtown Columbia. GGP will contribute an additional \$1.5 million upon issuance of a building permit for the 400th new residential unit in Downtown

Columbia. Each payment will be contingent on expiration of all applicable appeal periods associated with each building permit without an appeal being filed, or if an appeal is filed upon the issuance of a final decision of the courts upholding the issuance of the permit.

- **Ongoing Developer Contributions** ~~— DWELLING UNITS OFFERED FOR SALE~~

~~INSTEAD OF PROVIDING MODERATE INCOME HOUSING UNITS AS REQUIRED BY THE ZONING REGULATIONS, EACH~~ ~~[[Each]]~~ ~~developer OF DWELLING UNITS OFFERED FOR SALE MAY~~ ~~[[will]]~~ ~~provide a one-time, per-unit~~ ~~payment to the DCCHF in the following amounts, to be imposed upon the issuance of any~~ ~~building permit for a building containing FOR SALE dwelling units. Payment will be contingent~~ ~~upon the expiration of all applicable appeal periods associated with each building permit~~ ~~without an appeal being filed, or if an appeal is filed upon the issuance of a final decision of the~~ ~~courts upholding the issuance of the permit:~~

- ~~1. \$2.00 PER SQUARE FOOT~~ ~~[[(\$2,000/unit)]]~~ ~~for each NET NEW DWELLING unit up to and~~ ~~including the 1,500th NET NEW DWELLING unit.~~
- ~~2. \$7.00 PER SQUARE FOOT~~ ~~[[(\$7,000/unit)]]~~ ~~for each NET NEW DWELLING unit between the~~ ~~1,501st unit up to and including the 3,500th NET NEW DWELLING unit.~~
- ~~3. \$9.00 PER SQUARE FOOT~~ ~~[[(\$9,000/unit)]]~~ ~~for each NET NEW DWELLING unit~~ ~~[[between]]~~ ~~ABOVE~~ ~~AND INCLUDING the 3,501st NET NEW DWELLING unit~~ ~~[[up to and including the 5,500th unit]].~~

~~The amounts to be paid under 1, 2 and 3 above will be subject to annual adjustment based on~~ ~~a builder's index, land value or other index provided in the implementing legislation.~~
~~AFFORDABLE DWELLING UNITS SHALL BE EXCLUDED FROM THE COMPUTATION SET FORTH UNDER 1, 2, AND 3~~
~~ABOVE.~~

Each owner of property developed with commercial uses pursuant to the Downtown Revitalization Zoning Regulations shall provide an annual payment to the DCCHF in the amount of five cents (\$0.05) per square foot of Gross Leasable Area for office and retail uses, and five cents (\$0.05) per square foot of net floor area for hotels. The payment will be made annually by the property owner, with the initial payment being made prior to the issuance of an occupancy permit for net new commercial development on the property. The amount of the charge will be subject to annual adjustment based on a builder's index, land value, or other index provided in the implementing legislation.

- **DCCHF Notice of Sale**

The ~~[[DHCCF]]~~DCCHF should be notified by the developer or joint venture, via first class mail, of land for or all residential units offered for initial sale in each new residential or mixed use building in Downtown Columbia. No later than 10 days after the sale of rental housing, the owner must provide written notice of the sale. The DCCHF also should be notified by the

developer, via first-class mail, of all apartment units offered for rental in each new residential or mixed-use building containing rental units. In support of these objectives, GGP should involve DCCHF in meaningful discussion with land purchasers in Downtown Columbia in order to encourage full spectrum housing in each and every neighborhood.

- **DCCHF Organizational Structure**

It is anticipated that Howard County, in consultation with GGP, will determine, by legislation, the organizational entity, organizational structure, membership, functions, and implementation of the DCCHF. The legislation should provide that, in order to be eligible to receive the funds provided for in this Plan, the DCCHF must be a non-profit entity organized for the purpose of providing full spectrum, below market housing in Downtown Columbia. Use of DCCHF funds is limited to providing full spectrum, below market housing in Downtown Columbia, which may include, but is not limited to, funding new construction; acquiring housing units; preserving existing homes; financing rehabilitation of rental housing; developing senior, family or special needs housing; providing predevelopment, bridge, acquisition and permanent financing; offering eviction prevention and foreclosure assistance.

METHOD 3: THE OPTION FOR DEVELOPERS TO PROPOSE INNOVATIVE APPROACHES TO EXCEEDING THE MINIMUM AFFORDABILITY REQUIREMENT THROUGH A DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT.

DRRAs ARE A COUNTY VEHICLE USED FOR PROMOTING ABOVE MINIMUM COMPLIANCE WITH EXISTING ZONING LAW. IN ORDER TO FURTHER INCREASE THE TOTAL PERCENTAGE OF AFFORDABLE UNITS IN DOWNTOWN COLUMBIA BEYOND THE REQUIRED AMOUNT, THE COUNTY CAN DETERMINE THAT THE PURPOSES OF THE MIHU LAW WILL BE SERVED TO A GREATER EXTENT BY ENTERING INTO A DRRA WITH THE DEVELOPERS OF RESIDENTIAL PROPERTY IN DOWNTOWN COLUMBIA.

EXAMPLES OF MECHANISMS DEVELOPERS ARE ENCOURAGED TO CONSIDER WHEN PURSUING A DRRA PETITION TO THE COUNTY INCLUDE: DESIGNATION OF UNITS TO A BROADER INCOME SPECTRUM; THE FORMATION OF PUBLIC, PRIVATE AND NONPROFIT PARTNERSHIPS; THE USE OF LOW INCOME HOUSING TAX CREDITS; LAND DEDICATION AND LAND EXCHANGES; AND OTHER CONDITIONS, RESTRICTIONS AND ENHANCEMENTS.

EXHIBIT B

4.1 GENERAL PLAN

General Plan 2000 addresses Downtown Columbia under Policy 5.5: Encourage Downtown Columbia's continuing evolution and growth as the County's urban center. This Plan builds on and reinforces this policy as discussed in detail in the following sections. The successful evolution and growth of Downtown Columbia as recommended in *Downtown Columbia: A Community Vision* and *General Plan 2000* will depend on not only the addition of jobs and housing, but on the provision of a variety of high quality amenities and services that will attract new businesses, employees and homeowners to live, work and invest in downtown. Although most of the enhancements, amenities and services recommended by this Plan will be provided through private investment, a small portion of the public infrastructure (such as public parking garages) may be financed through alternative public or private mechanisms, such as, without limitation, tax increment financing (TIF) or Revenue Authority bonds. *PLANHOWARD 2030* BUILDS UPON THE VISION FOR DOWNTOWN COLUMBIA AS A TARGETED GROWTH AND REVITALIZATION AREA AND ESTABLISHES POLICY 10.2 FOR CONTINUED FOCUS ON ITS GROWTH AS AN EMERGING URBAN DOWNTOWN COMMUNITY.

More Downtown Columbia Residential Units

This Plan recognizes the need for additional housing in Downtown Columbia and recommends development of 5,500 additional MARKET RATE AND AFFORDABLE DWELLING units, EXCLUDING AFFORDABLE DWELLING UNITS UP TO 744 UNITS IN DEVELOPMENTS FINANCED WITH LOW-INCOME HOUSING TAX CREDITS, INCLUDING BOTH MARKET RATE AND AFFORDABLE UNITS. This additional housing will be fundamental to the economic future of Columbia. The additional people living downtown will also be needed to provide an active pedestrian environment after normal office hours as well as customers for shops, restaurants and other entertainment uses. Additional housing will also help populate the streets downtown, enhancing the safety of residents, workers and visitors.

Development of additional housing units in downtown must provide increased housing opportunities for residents at different income levels and should provide a range of housing choices. Housing types could include among other possibilities, high and mid-rise multifamily; mixed-use high rise multifamily located above retail or office uses; loft-style housing located above retail or office space; single family attached housing; livework housing with office or retail uses within a single housing unit; student housing; and mixed-income housing.

This Plan also recommends development of 640 additional hotel rooms in Downtown Columbia. With the recommended increases in commercial and residential uses, additional hotel resources will be necessary to serve the present and future needs of the community. The addition of a convention/conference center and exhibit space also will add to the demand for quality hospitality accommodations and services. Depending on market conditions, a variety of hotel product types could be desirable and should be permitted. Hotel uses should be available to serve all of the needs of Downtown Columbia's residents, businesses and visitors.

The remainder of Section 4.1 is omitted from this Exhibit
and is not proposed to be amended.

EXHIBIT C

PROPOSED CHART UNDER AFFORDABLE HOUSING JOINT RECOMMENDATION PROPOSAL

DOWNTOWN REVITALIZATION PHASING PROGRESSION													
PHASE I				PHASE II CUMULATIVE				PHASE III COMPLETION			TOTAL		
Use Type	Min		Max		Use Type	Min		Max		Use Type	Up To	SF	
	Units	SF	Units	SF		Units	SF	Units	SF		Units		
Retail		300,000		676,446	Retail		429,270		1,100,000	Retail		820,790	1,250,000
Office/Conf*		1,000,000		1,531,991	Office/Conf*		1,868,956		2,758,375	Office/Conf*		2,431,044	4,300,000
Hotel Rms**	100		640		Hotel Rms**	200***		540***		Hotel Rms**	440		640
Residential - Market Rate**	656		2,296		Residential - Market**	1,442		4,700		Residential - Market**	4,058		5,500

*Office/conference includes hotel conference/banquet space greater than 20 sq ft per hotel room.

**For zoning and phasing purposes, hotel rooms and residential development are tracked by unit. Actual square footage of hotel and residential development will be calculated for CEPPA compliance.

At least 5% of the sum of cumulative market and affordable units in Phase I and 10% of the sum of cumulative market and affordable units in Phase II must be affordable units before moving onto the subsequent phase.

***The minimum number of hotel rooms required in Phase II is 100 unless more than 540 rooms were constructed in Phase I, the maximum number of hotel rooms for Phase II will be the difference between 640 and the number of rooms constructed in Phase I.

EXHIBIT C

DOWNTOWN REVITALIZATION PHASING PROGRESSION																		
PHASE I				PHASE II CUMMULATIVE				PHASE III COMPLETION				PHASE IV COMPLETION		TOTAL				
Use Type	Min		Max		Use Type	Min		Max		Use Type	Min		Max	Use Type	Up To	Up To		
	Units	SF	Units	SF		Units	SF	Units	SF		Units	SF	Units	SF	Units	SF		
Retail		300,000		676,446	Retail		429,270		1,100,000	Retail		558,540		1,250,000	Retail		691,460	1,250,000
Office/Conf*		1,000,000		1,531,991	Office/Conf*		1,868,956		2,756,375	Office/Conf*		2,737,912		4,300,000	Office/Conf*		1,562,058	4,300,000
Hotel Rms**	100		640		Hotel Rms**	200***		540***		Hotel Rms**	300		640		Hotel Rms**	340		640
Residential**	656		2,296		Residential**	1,442		4,700		Residential**	2,228		5,500		Residential**	4,016		6,244

*Office/conference includes hotel conference/banquet space greater than 20 square feet per hotel room.

**For Zoning and Phasing purposes, hotel rooms and residential development are tracked by unit. Actual square footage of hotel and residential development will be calculated for CEPPA compliance.

At least 5% of the Residential units in Phase I, 12% of the Residential units in Phase II, and 12% of the Residential units in Phase III, must be affordable units before moving on to the subsequent phase.

***The minimum number of hotel rooms required in Phase II is 100 unless more than 540 hotel rooms are constructed in Phase I; the maximum number of hotel rooms for Phase II will be the difference between 640 and the number of rooms constructed in Phase I.

EXHIBIT D

DOWNTOWN COMMUNITY ENHANCEMENTS, PROGRAMS AND PUBLIC AMENITIES (CEPPAs) IMPLEMENTATION CHART

The Downtown CEPPA Implementation Chart identifies the timing and implementation of the various specific CEPPAs to be provided. The Downtown Columbia Plan anticipates that GGP, as the principal property owner, will undertake many of the CEPPAs. However, the responsibility lies with all property owners undertaking development or redevelopment in Downtown Columbia. Moreover, in the event of any future fragmentation of ownership of GGP's holdings, the CEPPAs must still be provided in accordance with the benchmarks established in this chart. Under such circumstances, the required CEPPAs could be funded by the developer(s) of individual parcels, a cooperative of developers or otherwise. In no case shall the obligation to provide a CEPPA be triggered: (i) by the development or construction of downtown arts, cultural and community uses, downtown community commons, or downtown parkland; ~~or (ii)~~ (ii) RESIDENTIAL DEVELOPMENT INCLUDING AT LEAST 40% AFFORDABLE UNITS; OR (iii) when the development of an individual parcel of land shown on a plat or deed recorded among the County Land Records as of April 6, 2010 consists only of up to a total of 10,000 square feet of commercial floor area and no other development.* The timing and implementation of other amenities discussed in this Plan or shown in concept on the exhibits to this Plan will be governed by the zoning regulation recommended by this Plan.

If a specific CEPPA identified in the Downtown CEPPA Implementation chart cannot be provided because: (i) the consent of the owner of the land on which the CEPPA is to be located or from whom access is required cannot reasonably be obtained; (ii) all necessary permits or approvals cannot reasonably be obtained from applicable governmental authorities; or (iii) factors exist that are beyond the reasonable control of the petitioner, then the Planning Board shall: (i) require the petitioner to post security with the County in an amount sufficient to cover the cost of the original CEPPA; or (ii) approve an alternate CEPPA comparable to the original and appropriate timing for such alternate CEPPA or alternative timing for the original CEPPA. In approving an alternate comparable CEPPA or timing, the Planning Board must conclude the alternate comparable CEPPA and/or timing: (i) does not result in piecemeal development inconsistent with the Plan; (ii) advances the public interest; and (iii) conforms to the goals of the Downtown Plan.

Additionally, because development phasing is inextricably linked to market forces and third party approvals, it will be important for the zoning to provide sufficient flexibility to consider a Final Development Plan which takes advantage of major or unique employment, economic development or evolving land use concepts or opportunities, and to consider a Final Development Plan amendment that adjusts the location, timing or schedule of CEPPAs and/or the residential and commercial phasing balance to take advantage of these opportunities.

HOWARD COUNTY CIRCUIT COURT (Land Records) WAR 17457, p. 0343, MSA_CE53_17449. Date available 02/28/2017. Printed 02/01/2019.

PRIOR TO SUBMISSION OF THE FIRST FINAL DEVELOPMENT PLAN

1. GGP completed at its expense an environmental assessment of the three sub-watersheds of Symphony Stream, Wilde Lake and Lake Kittamaqundi located upstream of the Merriweather & Crescent Environmental Enhancements Study area. GGP participated with Howard County and The Columbia Association in a joint application to the Maryland Department of Natural Resources for Local implementation grant funding from the Chesapeake and Atlantic Coastal Bays 2010 Trust Fund.
2. GGP will commission at GGP's expense (i) the preparation of the Land Framework component of the Downtown Columbia Sustainability Program and (ii) a detailed outline for the Community Framework component of the Sustainability Program (Community Framework Outline). The Sustainability Program must be developed around the Sustainability Framework document referenced with this Plan. The Howard County Environmental Sustainability Board must be provided with a copy of the Sustainability Program, and will be invited to provide comments to the Design Advisory Panel concurrent with the Design Advisory Panel's review of the Downtown-wide Design Guidelines (Guidelines).
3. GGP will commission at GGP's expense in consultation with Howard County a study evaluating a new Downtown Columbia Route 29 interchange between Route 175 and Broken Land Parkway and options for a connection over Route 29 connecting Downtown Columbia to Oakland Mills, including potential bicycle, transit and multimodal improvements. The study will evaluate alternative alignments and geometry, capacity analysis, preliminary environmental assessments, right of way impacts, multimodal opportunities, interaction and options with regard to the Oakland Mills bridge connection, preliminary costs, design and implementation schedule. Once the study is completed, GGP will suggest funding mechanism(s) for the potential implementation of its recommendation(s).

If the study concludes that enhancing the existing pedestrian bridge is not recommended, then the funding for the renovation of the existing bridge should be used for the alternative connection recommended by the study. In addition, the pathways described in CEPPA No. 12 should be realigned to match the recommended connection.

4. GGP will prepare at its expense Downtown-wide Design Guidelines inclusive of sustainability provisions from the Sustainability Program and a Comprehensive Signage Plan for Downtown for approval by the County Council.

PRIOR TO APPROVAL OF THE FIRST FINAL DEVELOPMENT PLAN

5. GGP will commission at GGP's expense and in consultation with Howard County one or more feasibility studies for the following: (i) a new Broken Land Parkway/Route 29 north/south collector road connection to Little Patuxent Parkway and (ii) a new Downtown transit center and Downtown Circulator Shuttle.

With regard to the collector road, the feasibility study will evaluate alternative alignments and geometry, capacity analysis, preliminary environmental assessments, right of way impacts, preliminary costs, design and phasing of construction for this connection.

With regard to the transit center, the study will evaluate both long and short term transit expectations and needs both locally and regionally so that an appropriate location and facility program can be determined. Consideration shall be given to how the facility will operate initially as a free standing building, and in the future as a mixed use component of the Downtown Plan. Recommendations will be provided with regard to goals, management and operations.

With regard to the Shuttle, the study will evaluate and determine appropriate levels of service and phasing in of service at various levels of development. As part of this, the study should examine the relationship between the shuttle and both long and short term, local and regional transit expectations and needs. The shuttle feasibility study will also analyze equipment recommendations, routes and stops, proposed vehicle types, and operational and capital costs. The feasibility study shall include an evaluation and recommendations regarding ownership, capital and operational funding opportunities, responsibilities and accountability to provide guidance to the Downtown Columbia Partnership and the County.

6. GGP and Howard County will jointly determine the functions, organizational structure, implementation phasing schedule consistent with the redevelopment phasing schedule, potential funding sources and projected funding needs of the Downtown Columbia Partnership, prior to GGP's establishment of this Partnership. The Downtown Columbia Partnership's role in promoting Downtown Columbia is outlined in Section 5.2 of the Plan.

One of the primary responsibilities of the Downtown Columbia Partnership shall be the transportation initiatives outlined in the shuttle feasibility study and the promotion and implementation of the TDMP. As such, at least fifty percent (50%) of the revenue collected pursuant to CEPPA No. 25 shall be utilized for the implementation of transportation initiatives in the shuttle feasibility study or other direct transit services downtown.

GGP will provide the Partnership's initial operating funding as necessary to fund the initial efforts of the Partnership until other sources of funding and/or sufficient developer contributions are available to operate the Partnership. Funding provided by GGP to support initial start-up costs shall be in addition to funding provided for by CEPPA No. 23 and 25. However, after issuance of a building permit for the 500,000 square-foot of new commercial uses, GGP's obligation as described in the previous two sentences shall end and thereafter the property owners developing pursuant to Section 125.A.9 of the Howard County Zoning Regulations, including but not limited to GGP, will contribute toward funding the permanent ongoing operations of the Downtown Columbia Partnership as set forth in CEPPA No. 25.

PRIOR TO APPROVAL OF THE FIRST SITE DEVELOPMENT PLAN

7. GGP will submit a phasing schedule for implementation of the restoration work on GGP's property and a Site Development Plan for the first phase of the environmental restoration work as described in CEPPA No. 15:
8. GGP, in collaboration with the County, will establish the Downtown Arts and Culture Commission, an independent nonprofit organization, to promote and support Merriweather Post Pavilion's revitalization in accordance with this Plan and the development of Downtown Columbia as an artistic and cultural center.

PRIOR TO ISSUANCE OF THE FIRST BUILDING PERMIT

9. To facilitate the renovation of the Banneker Fire Station, GGP and the County shall cooperate to identify a site for the development of a temporary fire station while the Banneker Fire station is being renovated. GGP shall make the site available at no cost to the County on an interim basis but not longer than 30 months. GGP shall not be responsible for the development or construction costs associated with the temporary fire station. [[In the alternative, if prior to the issuance of the first building permit the County determines a new

location for a fire station in Downtown Columbia is necessary and desirable, then GGP shall provide, subject to all applicable laws and a mutual agreement between the parties, a new location for a fire station within the Crescent Neighborhood as shown on Exhibit C by fee transfer at no cost to the County or by a long-term lease for a nominal sum.]]

UPON ISSUANCE OF THE FIRST BUILDING PERMIT

10. GGP shall contribute \$1.5 million in initial funding for the Downtown Columbia Community Housing Fund. Payment will be contingent upon the expiration of all applicable appeal periods associated with each building permit without an appeal being filed, or if an appeal is filed upon the issuance of a final decision of the courts upholding the issuance of the permit.

UPON ISSUANCE OF THE BUILDING PERMIT FOR THE 400TH RESIDENTIAL UNIT

11. GGP shall contribute \$1.5 million in additional funding for the Downtown Columbia Community Housing Fund. Payment will be contingent upon the expiration of all applicable appeal periods associated with each building permit without an appeal being filed, or if an appeal is filed upon the issuance of a final decision of the courts upholding the issuance of the permit.

PRIOR TO ISSUANCES OF A BUILDING PERMIT FOR THE 500,000TH SF OF DEVELOPMENT

12. GGP will complete at its expense (i) the pedestrian and bicycle pathway from the existing Route 29 pedestrian bridge to Oakland Mills Village Center and to Blandair Park; (ii) the pedestrian and bicycle pathway from the existing Route 29 pedestrian bridge to the Crescent and Merriweather-Symphony Woods neighborhoods, inclusive of the pathway located between the Town Center Apartments and Route 29; and (iii) the pedestrian and bicycle pathway from the Crescent and Merriweather-Symphony Woods neighborhoods to Howard Community College and Howard County General Hospital.* The scope and design of new pedestrian and bicycle pathways in the Plan will be guided by the new Downtown-wide Design Guidelines, Adequate Public Facilities Ordinance, and as delineated in this Plan and its Exhibit I.

GGP will develop at its expense recommended maintenance standards and responsibilities for a heightened level of design and security for the new pathway improvements. When GGP submits the first Site Development Plan under this Plan, GGP will also submit a Site Development Plan to facilitate implementation of these pathway improvements.

In addition, GGP along with the County and community will develop a scope of work for renovation of the existing Route 29 pedestrian bridge and will solicit a minimum of two proposals from separate architectural design consulting firms for alternative design improvements to the bridge structure to enhance its appearance and pedestrian safety. The consultant responses will be provided to the County for its selection, in consultation with GGP, of appropriate near-term improvements to retrofit the existing bridge. GGP will contribute up to \$500,000 towards the implementation of the selected improvements. If enhancement of the bridge is not recommended by the study in CEPPA No. 3, GGP shall either post security or cash with the County in the amount of \$500,000 to be used in accordance with CEPPA No. 3.

13. GGP will enter into and record in the land records of Howard County, Maryland, a declaration of restrictive covenants that shall (1) prohibit the demolition of the former Rouse Company Headquarters building, and (2) prohibit the exterior alteration of the former Rouse Company Headquarters building, except as provided for in the Downtown-wide Design Guidelines. GGP shall provide a copy of the recorded declaration to the County. The declaration of restrictive covenants will not prohibit interior alterations or future adaptive reuse that would better integrate the building into its surroundings and activate the adjacent pedestrian spaces as described in the Downtown-wide Design Guidelines and this Plan or prohibit reconstruction of the building in the event of casualty.

PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE ~~1,300,00TH~~ 1,300,000TH SF OF DEVELOPMENT

14. GGP in cooperation with Howard Transit shall identify a location in Downtown Columbia for a new Howard County Transit Center consistent with the recommendation(s) of the feasibility study (See CEPPA No. 5). GGP shall provide a location either by fee transfer at no cost or a long-term lease for a nominal sum subject to all applicable laws and regulations. Any contract of sale or lease may provide for the retention of air and subsurface development rights by GGP and allow for the co-location of public facilities or private development on the same parcel provided that any other use of any portion of the property does not interfere with the County's ability to use, construct, or finance the facility in the manner most advantageous to the County.
15. GGP will complete, at GGP's expense, environmental restoration projects, including stormwater management retrofit, stream corridor restoration, wetland enhancement, reforestation and forest restoration, on its property and on property included within GGP's construction plans for the Merriweather-Symphony Woods and Crescent areas, as identified in the Land Framework of the Sustainability Program as referenced in Section 3.1 of this Plan.

16. GGP will complete Phase I of the Merriweather Post Pavilion redevelopment program based on the redevelopment program scope and phasing outlined below.

The redevelopment program will generally follow the evaluation and conclusions outlined in the October 2004 Ziger/Sneed LLP Merriweather Post Pavilion Study, Section III "Evaluation of the Site and Structures" and Section IV "Conclusions" included in the 2004 Merriweather Citizens Advisory Panel report to Howard County. Final design and scope will be determined by GGP's consultants, program and industry needs, operator recommendations, site and facility conditions and code requirements. Major components of the redevelopment program will include new handicapped parking accommodation; entrance and access modifications; restroom, concession and box office renovations and or replacement; utility systems replacement and additions; new roofs over the loge seating areas; reconfigured and replacement seating; renovated and new administration, back of house dressing and catering areas; code upgrades including fire suppression systems and handicapped ramps and pathway access.

After development of preliminary renovation drawings, contractor input and schedule development, the program will be divided into three distinct phases to allow uninterrupted seasonal performances, staging and construction phasing.

PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN FOR THE 1,375TH NEW RESIDENTIAL UNIT

17. GGP shall, if deemed necessary by the Board of Education, reserve an adequate school site or provide an equivalent location within Downtown Columbia.

PRIOR TO ISSURANCE OF A BUILDING PERMIT FOR THE ~~2,600,000~~TH 2,600,000TH SF OF DEVELOPMENT

18. GGP will construct at its expense, the Wilde Lake to Downtown Columbia pedestrian and bicycle pathway. The scope and design of new pedestrian and bicycle pathways in the Plan will be guided by the new Downtown-wide Design Guidelines, Adequate Public Facilities Ordinance, and as delineated in this Plan and its Exhibit.
19. GGP will construct at its expense the Lakefront Terrace (steps to the Lake) amenity space and pedestrian promenade (see Item 9, on Plan Exhibit G) connecting the Symphony Overlook Neighborhood to the Lakefront and Lakefront pathway. The final design of the Lakefront Terrace will be determined at the time of Site Development Plan review.
20. GGP will complete Phase II redevelopment of Merriweather Post Pavilion based on the redevelopment program scope and phasing as outlined in CEPPA No. 16.

PRIOR TO ISSURANCE OF A BUILDING PERMIT FOR THE 3,900,000TH SF OF DEVELOPMENT

21. GGP will complete Phase III redevelopment of Merriweather Post Pavilion based on the redevelopment program scope and phasing as outlined in CEPPA No. 16.
22. At least one Downtown Neighborhood Square as defined in the Zoning Regulations shall be completed and deeded to Howard County for public land.

PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE 5,000,000TH SF OF DEVELOPMENT

23. GGP will provide \$1,000,000 towards the initial funding of a Downtown Circulator Shuttle.
24. Transfer of ownership of Merriweather Post Pavilion to the Downtown Arts and Culture Commission for zero dollar consideration.

PRIOR TO THE APPROVAL OF EACH FINAL DEVELOPMENT PLAN

25. Each owner of property developed with commercial uses pursuant to the Downtown Revitalization Zoning Regulations shall participate as a member in the Downtown Columbia Partnership established pursuant to CEPPA No.6 and provide an annual per-square-foot charge in an amount of twenty-five cents (\$0.25) per square foot of Gross Leasable Area for office and retail uses and twenty-five cents (\$0.25) per square foot of net floor area for hotels to the Downtown Columbia Partnership. Each Final Development Plan shall show a consistent means of calculating and providing this charge, and require that the first annual charge be paid prior to issuance of occupancy permits for those buildings constructed pursuant to that Final Development Plan and subsequent Site Development Plans under Downtown Revitalization. This per-square-foot charge shall be calculated at the time of Site Development Plan approval and shall include an annual CPI escalator to be specified in each Site Development Plan.

~~UPON ISSUANCE OF ANY BUILDING PERMIT FOR A BULDING CONTAINING DWELLING UNITS OFFERED FOR SALE~~

- ~~26. INSTEAD OF PROVIDING MODERATE INCOME HOUSING UNITS AS REQUIRED BY THE ZONING REGULATIONS, EACH DEVELOPER OF DWELLING UNITS OFFERED FOR SALE MAY PROVIDE [[To fulfill an affordable housing obligation, each developer will provide]] a one-time, per unit payment to the DCCHF in the following amounts, to be imposed upon the issuance of any building permit for a building containing FOR SALE dwelling units. Payment will be contingent upon the expiration of all applicable appeal periods associated with each building permit without an appeal being~~

filed, or if an appeal is filed upon the issuance of a final decision of the courts upholding the issuance of the permit:

- 1). ~~\$2.00 PER SQUARE FOOT [[(\$2,000/unit)] for each NET NEW DWELLING unit up to and including the 1,500th NET NEW DWELLING unit.~~
- 2). ~~\$7.00 PER SQUARE FOOT [[(\$7,000/unit)] for each NET NEW DWELLING unit between the 1,501st unit up to and including the 3,500th NET NEW DWELLING unit.~~
- 3). ~~\$9.00 PER SQUARE FOOT [[(\$9,000/unit)] for each NET NEW DWELLING unit ABOVE AND INCLUDING [[between]] the 3,501st NET NEW DWELLING unit [[up to and including the 5,500th unit]].~~

The amounts to be paid under 1), 2) and 3) above will be subject to annual adjustment based on a builder's index, land value or other index provided in the implementing legislation.
AFFORDABLE DWELLING UNITS SHALL BE EXCLUDED FROM THE COMPUTATION SET FORTH UNDER 1, 2, AND 3 ABOVE.

CEPPA #26 WAS REMOVED BY PASSAGE OF COUNCIL BILL No. 52-2016

ADDITIONAL CEPPA CONTRIBUTION

27. Each owner of property developed with commercial uses pursuant to the Downtown Revitalization Zoning Regulations shall provide an annual payment to the DCCHF in the amount of five cents (\$0.05) per square foot of Gross Leasable Area for office and retail uses, and five cents (\$0.05) per square foot of net floor area for hotels. The payment will be made annually by the property owner, with the initial payment being made prior to the issuance of an occupancy permit for net new commercial development on the property. The amount of the charge will be subject to annual adjustment based on a builder's index, land value, or other index provided in the implementing legislation.

Exhibit E-3

Council Bill No. 53-2016 (An amendment to *PlanHoward 2030*)

Introduced	<u>7/8/16</u>
Public Hearing	<u>7/18/16</u>
Council Action	<u>11/9/16</u>
Executive Action	<u>11/14/16</u>
Effective Date	<u>1/14/17</u>

County Council Of Howard County, Maryland

2016 Legislative Session

Legislative Day No. 8

Bill No. 53 -2016

Introduced by the Chairperson at the request of the County Executive

AN ACT amending *PlanHoward 2030*, the general plan for Howard County, in order to amend the number of housing unit allocations available to developers of new residential units in Downtown Columbia for the period 2015 - 2030; and generally relating to planning, zoning and land use in Howard County.

Introduced and read first time July 8, 2016. Ordered posted and hearing scheduled.
By order Jessica Feldmark
Jessica Feldmark, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on July 18, 2016.

Tabled 7/29/16
Extended & tabled 9/16/16
Extended & tabled 10/5/16
By order Jessica Feldmark
Jessica Feldmark, Administrator

This Bill was read the third time on November 9, 2016 and Passed , Passed with amendments , Failed
By order Jessica Feldmark
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 12th day of November, 2016 at 5 a.m./p.m.
By order Jessica Feldmark
Jessica Feldmark, Administrator

Approved/Vetoed by the County Executive Nov 14, 2016
Allan H. Kittleman
Allan H. Kittleman, County Executive

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

1 **WHEREAS**, this Act amends certain provisions of *PlanHoward 2030*, the general plan
2 for Howard County, in order to align with amendments made to the Downtown Columbia Plan, a
3 General Plan Amendment, that accomplish the goals of providing a broad spectrum of affordable
4 housing in Downtown Columbia; and

5
6 **WHEREAS**, on May 10, 2016, the Howard County Planning Board recommended
7 approval of the *PlanHoward 2030* amendments included in this Act and the Downtown
8 Columbia Plan amendments with modifications.

9
10 **NOW, THEREFORE,**

11
12 **Section 1. Be It Enacted by the County Council of Howard County, Maryland, that**
13 *PlanHoward2030 is hereby amended as follows and as more specifically shown in the attached*
14 *pages:*

15 1. *Text on page 74 is amended as follows:*

16
17 **Downtown Columbia.** These allocations are based on the Downtown Columbia
18 Plan adopted in 2010, AND SUBSEQUENTLY AMENDED IN 2016. The annualized
19 pace of growth shown in Figure 6-10 is based on the housing unit allocation chart
20 adopted by the County Council. FIGURE 6-10.1 REPRESENTS THE EXTRAPOLATED
21 ALLOCATIONS SPECIFIC TO DOWNTOWN COLUMBIA THROUGH 2030 AND BEYOND.
22 Over the 16-year allocation period from 2015 through 2030, [[3,750]]4,519
23 Downtown Columbia allocations are available. [[Including the 950 allocations
24 that were made available in the 2013 and 2014 allocation years in previous
25 allocation charts, a total of 4,700 of the 5,500 ultimate approved Downtown units
26 will be allocated, reflecting the maximum units allowed in the first two of the
27 three total growth phases in the Downtown Plan.]]

28
29 2. *Remove figure 6-10, Howard County APFO Allocations Chart, from PlanHoward*

1 2030 and substitute a revised Figure 6-10 as attached to this Act.
2

3 **Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland that the**
4 **Director of the Department of Planning and Zoning may correct obvious errors, capitalization,**
5 **spelling, grammar, headings and similar matters and may publish this amendment to PlanHoward**
6 **2030 by adding or amending covers, title pages, a table of contents, and graphics to improve**
7 **readability.**

8
9 **Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland,**
10 **that this amendment be attached to and made part of PlanHoward 2030.**

11
12 **Section 4. And Be it Further Enacted by the County Council of Howard County, Maryland that**
13 **if any provision of this Act or the application thereof to any person or circumstance is held**
14 **invalid for any reason in a court of competent jurisdiction, the invalidity shall not affect other**
15 **provisions or any other application of this Act which can be given effect without the invalid**
16 **provision or application, and for this purpose the provisions of this Act are severable.**

17
18 **Section 45. And Be It Further Enacted by the County Council of Howard County, Maryland,**
19 **that this Act shall become effective 61 days after its enactment.**

Figure 6-10
Howard County APFO Allocations Chart

Year	Downtown Columbia	Growth and Revitalization	Established Communities	Green Neighborhood	Rural West	Total County
2015	400	1,200	400	150	100	2,250
2016	350	1,200	400	150	100	2,200
2017	300	1,200	400	150	100	2,150
2018	100	1,200	400	150	100	1,950
2019	288	1,200	400	150	100	2,138
2020	284	1,200	400	150	100	2,134
2021	440	1,200	400	150	100	2,290
2022	390	1,200	400	150	100	2,240
2023	340	1,200	400	150	100	2,190
2024	265	1,200	400	150	100	2,115
2025	240	1,200	400	150	100	2,090
2026	240	1,200	400	150	100	2,090
2027	210	1,200	400	150	100	2,090
2028	220	1,200	400	150	100	2,070
2029	210	1,200	400	150	100	2,060
2030	212	1,200	400	150	100	2,062
20 Year Totals	4,519	19,200	6,400	2,400	1,600	34,119

**Figure 6-10.1 – EXTRAPOLATED CURRENT CHART
Howard County APFO Allocations Chart**

Year	Downtown Columbia	Max Phase I (1)				
2013	600					
2014	450					
2015	400					
2016	350					
2017	300					
2018	100					
2019	100					
2020	96	2,296		Max Phase II (1)		
2021	400					
2022	350					
2023	300					
2024	225					
2025	200					
2026	200					
2027	200					
2028	179					
2029	175					
2030	175		2,404	Cumulative Ph. I & II	4,700	Max Phase III & IV (1)
Post 2030 (2)	1,544					Cumulative Ph. I, II III, & IV
Total	6,244					1,544

(1) The proposed changes to Figure 6-10 in *Plan Howard 2030* increase total residential units from 5,500 to 6,244. The 744 additional units are added with an additional Phase IV included in the Downtown Columbia Phasing Progression Chart. Figure 6-10.1 is an extrapolated chart showing the years before and after the 2015 to 2030 *Plan Howard 2030* housing unit allocation timeframe.

(2) Figure 6-10 in *Plan Howard 2030* only goes to the year 2030 given that is the end projection year of the plan. To reach the 6,244 units total an additional 1,544 units will need to be allocated for the years after 2030.

Exhibit E-4

Council Bill No. 55-2016 (An amendment to the County Code)

Introduced	<u>7/8/16</u>
Public Hearing	<u>7/18/16</u>
Council Action	<u>11/9/16</u>
Executive Action	<u>11/14/16</u>
Effective Date	<u>1/14/17</u>

County Council Of Howard County, Maryland

2016 Legislative Session

Legislative Day No. 8

Bill No. 55-2016

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

AN ACT amending the County Code by clarifying that certain moderate income housing units are provided in certain Zoning Districts as required by the Howard County Zoning Regulations or when required by certain plans; exempting Downtown Columbia from a certain provision of the Adequate Public Facilities Ordinance; amending certain payments for affordable housing required by each developer of residential property within Downtown Columbia under certain conditions; and generally relating to development in Downtown Columbia.

Introduced and read first time July 8, 2016. Ordered posted and hearing scheduled.
 By order Jessica Feldmark
 Jessica Feldmark, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on July 18, 2016.

Tabled 7/29/16
Extended & tabled 9/6/16
Extended & tabled 10/5/16
 This Bill was read the third time on November 9, 2016 and Passed Passed with amendments Failed
 By order Jessica Feldmark
 Jessica Feldmark, Administrator

By order Jessica Feldmark
 Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 10th day of November 2016 at 4 a.m./p.m.
 By order Jessica Feldmark
 Jessica Feldmark, Administrator

Approved Vetoed by the County Executive Nov 14, 2016

Allan H. Kittleman
 Allan H. Kittleman, County Executive

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

1 **WHEREAS**, this Act amends Titles 13, 16, and 28 of the Howard County Code of
2 Ordinances in order to align with amendments made to the Downtown Columbia Plan, a General
3 Plan Amendment, that accomplish the goals of providing a broad spectrum of affordable housing
4 in Downtown Columbia; and

5
6 **WHEREAS**, on May 10, 2016, the Howard County Planning Board recommended
7 approval of the Downtown Columbia Plan amendments with modifications.

8
9 **NOW, THEREFORE,**

10
11 *Section 1. Be It Enacted by the County Council of Howard County, Maryland, that the Howard*
12 *County Code is amended as follows:*

- 13 1. *By amending Title 13 "Housing and Community Development"*
14 *Section 13.400 "Applicability"*
15
16 2. *By amending Title 16 "Planning, Zoning and Subdivisions and Land Development*
17 *Regulations"*
18 *Section 16.1104(f) "Housing unit allocation process"*
19
20 3. *By amending Title 16 "Planning, Zoning and Subdivisions and Land Development*
21 *Regulations"*
22 *Section 16.1110(h) "Definitions"*
23
24 4. *By amending repealing Title 28 "Downtown Columbia"*
25 *Section 28.115(f) "Payments required by CEPPAS"*
26

27 **Title 13. Housing and Community Development.**

28 **Subtitle 4. Moderate Income Housing Units.**

29
30 **Section 13.400. Applicability.**

31 This subtitle applies to:

- 1 (a) ANY RESIDENTIAL ZONING DISTRICT, OR PORTION OF A ZONING DISTRICT, WHERE A
2 MODERATE INCOME HOUSING UNIT OBLIGATION IS REQUIRED BY THE ZONING REGULATIONS;
3 AND [[Age-restricted adult housing, in accordance with section 131.N.1.n of the Howard
4 County Zoning Regulations.
5 (b) Mixed-use developments, in accordance with subsection 127.C.6.b of the Howard County
6 Zoning Regulations.
7 (c) Planned senior communities, in accordance with subsection 127.1.B.8 of the Howard
8 County Zoning Regulations.
9 (d) Residential mobile home developments, in accordance with subsection 113.F.2 of the
10 Howard County Zoning Regulations.]]
11 ([[e]]B) Any development for which the provision of moderate income housing is proffered by
12 the petitioner and made a condition of approval in a preliminary development plan approved
13 by the Zoning Board[[]; and
14 (f) Residential developments in the R-SA-8, R-A-15, CCT, POR, R-SI, TOD, CAC, Zoning
15 Districts and any other zoning districts that may include a moderate income housing unit
16 requirement]].

17
18 **Title 16. Planning, Zoning and Subdivisions and Land Development Regulations.**

19 **Subtitle 11. Adequate Public Facilities.**

20
21 **Section 16.1104. Housing unit allocation process.**

- 22 (f) *Limit on Allocations in a School District.* Except for projects exempt under subsection
23 16.1107(b) of this subtitle AND FOR UNITS IN DOWNTOWN COLUMBIA, the Department of
24 Planning and Zoning may not grant more than 300 allocations in one year in a single
25 elementary school district if the elementary school region within which the district is located
26 exceeds 100 percent of capacity.

27
28 **Section 16.1110. Definitions.**

- 29 (h) Downtown Columbia means the geographic area defined as Downtown Columbia in section
30 103[[.A.41]] of the Howard County Zoning Regulations.

Title 28. Downtown Columbia.

Subtitle 1. Downtown Columbia Partnership.

Section 28.115. Payments required by CEPPAS.

~~(f) Affordable Housing DWELLING [[Residential]] Units OFFERED FOR SALE. Pursuant to the Downtown Columbia Plan:~~

~~(1) INSTEAD OF PROVIDING MODERATE INCOME HOUSING UNITS AS REQUIRED BY THE ZONING REGULATIONS, EACH [[Each]] developer of DWELLING UNITS OFFERED FOR SALE [[residential property]] in the District [[shall]] MAY provide a one time, per unit payment to be imposed on the issuance of any building permit for a building containing dwelling units OFFERED FOR SALE as follows:~~

~~(i) TWO DOLLARS PER SQUARE FOOT [[Two thousand dollars per unit]] for each NET NEW DWELLING unit up to and including the 1,500th NET NEW DWELLING unit;~~

~~(ii) SEVEN DOLLARS PER SQUARE FOOT [[Seven thousand dollars per unit]] for each NET NEW DWELLING unit between the 1,501st unit up to and including the 3,500th NET NEW DWELLING unit; and~~

~~(iii) NINE DOLLARS PER SQUARE FOOT [[Nine thousand dollars per unit]] for each NET NEW DWELLING unit [[between]] ABOVE AND INCLUDING the 3,501st NET NEW DWELLING unit [[up to and including the 5,500th unit]].~~

~~(2) Beginning April 6, 2011, the payment required by paragraph (1) of this subsection shall annually adjust based on the Engineering News-Record Building Cost Index.~~

~~[[(3) A developer of residential property in the District who provides affordable housing units in the District as an alternative satisfaction of the affordable housing requirement as provided in the zoning regulations, is not required to make the payments provided in subsection (f)(1) above.]]~~

~~(3) AFFORDABLE DWELLING UNITS SHALL BE EXCLUDED FROM THE COMPUTATION SET FORTH IN PARAGRAPH (1) OF THIS SUBSECTION.~~

Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland that this Act shall become effective 61 days after its enactment.