

**Harwood Park Homes, Inc.
2965 Brookwood Road
Ellicott City, MD 21042-2501**

April 19, 2017

All of the Council Members
Howard County Council
George Howard Building
3430 Courthouse Drive
Ellicott City, MD 21043

RE: Resolution 35-2017, To Close a Portion of Forest Avenue

Ladies and Gentlemen:

I am Vincent S. Serio and I am the President of Harwood Park Homes, Inc., which owns six (6) lots along Forest Avenue, Harwood Park, Howard County, Maryland: Lots 677, 678, 679, 680, 681 and 682, which have been owned since 2002.

Pursuant to the original developer's agreement for Forest Avenue, the developer was to develop the area by bringing in sewer and water and roads. This included the road from Highland Road.

Also, as part of the developer's agreement for the lots on Forest Avenue, the developer was to connect the sewer and water to the company's property.

What is not clear is the area of the road to be closed, since the drawing does not show all of the lots and does not show the cross street, Highland Avenue. The drawing states someone else will do the road in front of the houses on one side and my company's lots on the other. No one knows who this mystery person is.

The company granted an easement over its property to build the promised road (copy attached). Until the road is built, my property is unbuildable.

Contrary to what is stated in the petition, people are affected, including occupied houses on the other side of Forest Avenue exist.

I have patiently waited and have been paying real estate taxes on the property, as if they were buildable lots.

I have no objection to closing the road south of the company's property with an area for tee-turns, provided the developer lives up to its agreement on Forest Avenue.

Very truly yours,

Harwood Park Homes, Inc.


Vincent S. Serio, President

TEMPORARY REVERTIBLE GRADING EASEMENT

THIS EASEMENT, made this 28th day of November, 2005, by and between HARWOOD PARK HOMES, INC., a Maryland corporation, Grantor, and MEADOWLARK, LLC, a Maryland limited liability company, Grantee.

WITNESSETH:

WHEREAS: by deed dated November 18, 2005, from Paul Donald Hood recorded among the Land Records of Howard County, Maryland prior hereto, Grantor acquired, *inter alia*, all those fourteen (14) certain residential building lots located in the first election district of Howard County, Maryland, known as "Harwood Park" and designated as Lots 550 through and including 557, and Lots 677 through and including 682 (collectively, the "Lots"), in the area known as Harwood Park; and

WHEREAS: by deed dated 11/18/2005, from Paul Donald Hood, Jr. and Deborah Florence Hood recorded among the said Land Records in Liber 5254 at folio 87, *et seq.*, Grantee acquired certain lots in Harwood Park, namely, Lots 683 through 688, and 704 through 720 (Grantee's Lots"); and

WHEREAS, each of Grantor's Lots and Grantee's Lots were originally created as separate building lots, recorded among the Land Records of Howard County, Maryland in J.H.O. No. 60 at page 115, *et seq.*, subsequently confirmed by the recording of a plan of Harwood Park, recorded among the land records of Howard County, Maryland, as Plat No. CMP 5300, which plan shows certain existing and "paper" streets and alleys, among which is the "paper" street designated as "Forrest Avenue" on which the said Lots front; and

WHEREAS, Grantee proposes to develop Grantee's Lots for residential dwelling units, and in connection thereof has received approval for the construction of roadway improvements within the bed of the said Forrest Avenue in front of Grantor's Lots and Grantee's Lots; and

WHEREAS, as a condition of its approval of Grantee's development plans, Howard County has required a temporary revertible easement on portions of Grantor's Lots in the area shown on the attached drawing entitled "Temporary Revertible Grading Easement", as more particularly described

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 10381, p. 0262, MSA_015310372. Date available 12/08/2006. Printed 04/19/2017.

in the Metes and Bounds Description attached to this Easement.

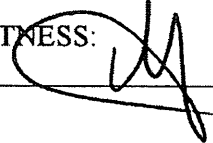
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid to Grantor, and for other good and valuable consideration, the adequacy and receipt of which each party hereby acknowledges, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions as hereinafter set forth, Grantor does hereby grant to Grantee a temporary easement for grading, in, on, across, over and upon those portions of the Grantor's Lots, all as shown and designated as "Temporary Revertible Grading Easement" on the drawing attached hereto and made a part hereof as Exhibit A, as more particularly described by metes and bounds. attached hereto (the "Easement Area").
2. **Use of the Easement Area.** Grantee, and its designated successors and assigns, shall have the right to grade the Easement Area for the purposes set forth herein, including, but not limited to, the right to bring construction equipment, materials and vehicles onto the said Easement Area in order to make road improvements adjacent thereto, and shall have all rights and privileges reasonably necessary to the exercise of this Easement as shall not be inconsistent with the rights and privileges granted to it herein. All costs associated with the installation, maintenance of improvements, snow removal and other costs associated with the use of the Easement herein granted shall be borne solely by the Grantee. Grantee shall indemnify and hold Grantor harmless from and against any and all liability, loss or damage suffered by Grantor arising out of the exercise by Grantee, its said heirs, personal representatives, successors and assigns, of any of its rights under this Easement.
3. **Maintenance of the Easement Area.** Upon completion of the road improvements to Forrest Avenue, Grantee shall regrade the Easement Areas, and seed or sod the ground to its condition prior to the grant of this Easement.
4. **Reversion after Construction.** At such time as the installation of utilities and the construction and paving of the Forrest Avenue improvements are completed and the roadway is dedicated to Howard County as a public roadway, this Easement shall terminate without the need for any further writing, and shall be of no further force and effect.
5. **Run with the Land.** Until acceptance of the Forrest Avenue improvements by Howard County, Maryland as a public roadway, the Easements herein granted shall run with the land and be binding on Grantor's Lots, and the terms and conditions hereof shall be binding upon Grantor and Grantee, and their heirs, personal representatives, successors and assigns, as the owners of Grantor's Lots and Grantee's Lots, respectively.

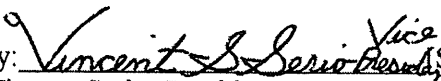
IN WITNESS WHEREOF, and intending to be legally bound thereby, the Grantor has executed this Temporary Revertible Grading Easement as of the day and year first above written.

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WITNESS:




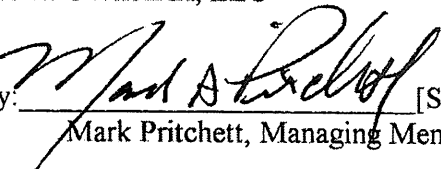
Grantor:
HARWOOD PARK HOMES, INC.

By:  [SEAL]
Vincent Serio, President ^{Vice} Vice-President

Grantee:


MEADOWLARK, LLC



By:  [SEAL]
Mark Pritchett, Managing Member

CERTIFICATION

I hereby certify that the foregoing instrument was prepared under my supervision as an attorney admitted to practice before the Court of Appeals of Maryland.



Pamela B. Sorota

Ms. Clerk:

After recordation, please return this instrument to:

**Pamela B. Sorota, P.A.
5100 Dorsey Hall Drive
Ellicott City, MD 21042**

STATE OF MARYLAND

*

*

to wit:

*

COUNTY OF ~~HOWARD~~ Baltimore

I HEREBY CERTIFY that on this 28th day of November, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Vincent S. Serio, known to me (or satisfactorily proven) to be the President of Harwood Park Homes, Inc., a Maryland corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

F. M. Grace

My Commission Expires

[NOTARIAL SEAL]



F. MICHAEL GRACE
Notary Public, State of Maryland
County of Baltimore
My Commission Expires December 1, 2008

STATE OF Maryland

*

*

to wit:

*

COUNTY OF Baltimore

IMP FD SURE \$	20.00
RECORDING FEE	20.00
TOTAL	40.00
Res# H082	RCP# 24239
MDR TLR	Blk # 3026
Nov 28, 2006	02:26 PM

I HEREBY CERTIFY that on this 28th day of November, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Mark Pritchett, known to me (or satisfactorily proven) to be the Authorized Member of Meadowlark, LLC, a Maryland limited liability company, and that such Member, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing his name on behalf of the said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

F. M. Grace

, Notary Public

My Commission Expires:

[NOTARIAL SEAL]



F. MICHAEL GRACE
Notary Public, State of Maryland
County of Baltimore
My Commission Expires December 1, 2008