

Sayers, Margery

From: Dvorak, Nicole
Sent: Monday, April 22, 2019 1:05 PM
To: CouncilMail
Subject: FW: Against CR49-2019 DRRA - want to see leadership like Frederick County

From: B Illum <buffy.illum@gmail.com>
Sent: Monday, April 22, 2019 12:57 PM
To: Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Jones, Opel <ojones@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>; Jung, Deb <djung@howardcountymd.gov>; Yungmann, David <dyungmann@howardcountymd.gov>
Cc: Feldmark, Jessica <jfeldmark@howardcountymd.gov>
Subject: Against CR49-2019 DRRA - want to see leadership like Frederick County

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Howard County Council members,

I want to start by thanking you all for the work you do every day for our county.

I am writing out of concern about CR49-2019 and its 25 year freeze on laws and zoning regulations for the 500 acres around HS 13. Voters turned out to support smarter growth in the county and this freeze does not align with the leadership your constituents are looking for.

I hear that our neighbors in Frederick County are currently amending their county code on Development Rights and Responsibility Agreements (DRRAs). Notably this is a JOINT EFFORT of the County Council and the County Executive and is supported by:

- League of Women Voters
- Smarter Growth Alliance of Frederick County
- Sierra Club
- Potomac Conservancy
- Preservation Maryland
- Clean Water Action
- Friends of Frederick County Rail

The bill's (No. 19-05) major provisions include:

1. Limiting the use of DRRAs to developments proposing 1,500 dwelling units or more
2. Limiting the initial term of a DRRA to no more than 5 years (with option for 1 five year extension)
3. Requiring the inclusion of enhanced public benefit - Development needs to provide something above and beyond requirements of APFO and design review process
4. Narrowing the scope of what laws and fees can be frozen applicable to the development at the time of signing.
5. Allowing the county to make changes to the DRRA if the developer requests to amend or make changes

I would love to see this type of stewardship and concern for schools, environment, and infrastructure here in Howard County. You can do this.

I don't know why Howard County is not doing as Frederick County is doing. I understand that the county wants to see growth and to provide affordable housing. That's really important AND many municipalities across the country (and the world) do that without overcrowding schools and neglecting infrastructure plans. I want Howard County to be an attractive place to live. We don't have to kowtow to developers. I don't know if that's what the County is doing but that's what it looks like. I have noticed that Columbia has dropped from it's top place on the Money Mag best places to live list in 2018. Columbia isn't even in the top 50. Our schools and infrastructure is the only thing that makes Howard County attractive.

Please show good leadership and long-term, creative thinking for your constituents' benefit to keep the county moving in the right direction.

Thanks for your time and attention!

Buffy Illum

4606 Smokey Wreath Way

Sayers, Margery

From: B Illum <buffy.illum@gmail.com>
Sent: Monday, April 22, 2019 1:55 PM
To: CouncilMail
Subject: Fwd: Against CR49-2019 DRRRA - want to see leadership like Frederick County

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Please see forwarded email. Thank you! Buffy Illum

----- Forwarded message -----

From: B Illum <buffy.illum@gmail.com>
Date: Mon, Apr 22, 2019 at 12:56 PM
Subject: Against CR49-2019 DRRRA - want to see leadership like Frederick County
To: Walsh, Elizabeth <EWalsh@howardcountymd.gov>, <OJones@howardcountymd.gov>, <CRigby@howardcountymd.gov>, <DJung@howardcountymd.gov>, <DYungmann@howardcountymd.gov>
Cc: <JFeldmark@howardcountymd.gov>

Dear Howard County Council members,

I want to start by thanking you all for the work you do every day for our county.

I am writing out of concern about CR49-2019 and its 25 year freeze on laws and zoning regulations for the 500 acres around HS 13. Voters turned out to support smarter growth in the county and this freeze does not align with the leadership your constituents are looking for.

I hear that our neighbors in Frederick County are currently amending their county code on Development Rights and Responsibility Agreements (DRRAs). Notably this is a JOINT EFFORT of the County Council and the County Executive and is supported by:

- League of Women Voters
- Smarter Growth Alliance of Frederick County
- Sierra Club
- Potomac Conservancy
- Preservation Maryland
- Clean Water Action
- Friends of Frederick County Rail

The bill's (No. 19-05) major provisions include:

1. Limiting the use of DRRAs to developments proposing 1,500 dwelling units or more
2. Limiting the initial term of a DRRRA to no more than 5 years (with option for 1 five year extension)
3. Requiring the inclusion of enhanced public benefit - Development needs to provide something above and beyond requirements of APFO and design review process
4. Narrowing the scope of what laws and fees can be frozen applicable to the development at the time of signing.
5. Allowing the county to make changes to the DRRRA if the developer requests to amend or make changes

I would love to see this type of stewardship and concern for schools, environment, and infrastructure here in Howard County. You can do this.

I don't know why Howard County is not doing as Frederick County is doing. I understand that the county wants to see growth and to provide affordable housing. That's really important AND many municipalities across the country (and the world) do that without overcrowding schools and neglecting infrastructure plans. I want Howard County to be an attractive place to live. We don't have to kowtow to developers. I don't know if that's what the County is doing but that's what it looks like. I have noticed that Columbia has dropped from it's top place on the Money Mag best places to live list in 2018. Columbia isn't even in the top 50. Our schools and infrastructure is the only thing that makes Howard County attractive.

Please show good leadership and long-term, creative thinking for your constituents' benefit to keep the county moving in the right direction.

Thanks for your time and attention!

Buffy Illum

4606 Smokey Wreath Way

Sayers, Margery

From: joel hurewitz <joelhurewitz@gmail.com>
Sent: Monday, April 22, 2019 2:17 PM
To: CouncilMail
Cc: Delorenzo, Carl
Subject: CR49-2019: The Quarry DRRRA Survival and Transfer of Obligation Provision Is Incompletely Drafted
Attachments: CR49-2019 Survival and Transfer of Obligation.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Councilmembers,

Attached please find the first of a series of emails regarding CR49-2019. I plan to send additional emails later this afternoon prior the Council hearing.

Joel Hurewitz

CR49-2019: The Quarry DRRA Survival and Transfer of Obligation Provision Is Incompletely Drafted

Joel Hurewitz April 22, 2019

The Survival and Transfer of Obligation provision in the DRRA in CR49-2019 is incompletely drafted. While the notice of the transfer obligation does not apply to owners of individual lots in Section 2.1C, the operative DRRA terms will still apply in the main Section 2.1. to all purchasers of a subdivided or even a developed parcel. Such future owners or tenants of residential or nonresidential buildings will be able to argue that the frozen rules and regulations of the DRRA apply to them including matters such as for example a home business.

Compare this to the Doughoregan/Carroll DRRA which not only eliminates the notice to purchasers of individual residences but also makes clear that such notice would itself be unnecessary because of the exception in the main Section 6.1. (The Carroll DRRA was also drafted by Talkin & Oh; it is unclear why this was not used as the template for Section 2.1 in the Chase DRRA).

ARTICLE VI SURVIVAL AND TRANSFER OF OBLIGATION

6.1 Nature, Survival, and Transfer of Obligations: The Carrolls agree that this Agreement shall run with the land and be binding upon and inure to the benefit of the Carrolls and their respective heirs, successors and assigns, and upon any and all successor owners of record of all or any portion of the Site (except owners of an individual lot improved as part of the Project and pursuant to a validly issued building permit). To assure that all such successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Carrolls agree that it shall

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

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

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

Doughoregan /Carroll DRRA CR103-2010

Compare the provision also to the cut off of the DRRA running with the land to both individual lot as well as condominium purchasers in the Monrovia Town Center DRRA in Frederick County.

AUGUST 20, 2013 DRAFT

DEVELOPMENT RIGHTS AND RESPONSIBILITIES AGREEMENT

75-00 PROPERTIES, LLC, and PAYNE INVESTMENTS, LLC, and THE BOARD OF COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND

ARTICLE VI SURVIVAL AND TRANSFER OF OBLIGATION

1 Nature, Survival, and Transfer of Obligations: The Developer agrees that this Agreement shall run with the land and be binding upon and inure to the benefit of the Developer and its successors and assigns (except owners of an individual lot, unit or parcel improved pursuant to a validly issued building permit and/or dwelling purchased solely for use as a private residence), and upon any and all successor owners of record of all or any portion of the Property (except owners of an individual lot or unit improved pursuant to a validly issued building permit and/or dwelling purchased solely for use as a private residence). To assure that all such successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Developer agrees that it shall

Monrovia Town Center DRRA Frederick County

https://www.frederickcountymd.gov/DocumentCenter/View/264108/Monrovia-Town-Center-DRRA_DRAFT_20Aug2013?bidId=

The notice provisions of 2.1.C do not even exempt condominium purchasers just owners of individual lots used as private residence. The Chase property is zoned M1-MXD-3. Any development might include not only single family lots, but condominiums, apartments, and nonresidential which could include tenants in a building owned by Chase, a building sold to a third party owner or even a business condominium. Thus, the Survival and Transfer of Obligation provision must cut off and not run with the land after the land is subdivided for individual residences but the construction of any buildings. An appropriate benchmark, such as a building or an occupancy permit should be used to terminate the DRRA to such parcels.

(The Howard County Solicitor was made aware of these general issues, but he appears to not fully understand the problems presented and believes the DRRA is sufficiently drafted).

Sayers, Margery

From: joel hurewitz <joelhurewitz@gmail.com>
Sent: Monday, April 22, 2019 2:37 PM
To: CouncilMail
Cc: Delorenzo, Carl
Subject: CR49-2019: The Property Interests of Annapolis Junction Holdings, LP Are Not Disclosed in the DRRR
Attachments: CR49-2019 The Property Interests of Annapolis Junction Holdings Are Not Disclosed.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Councilmembers,

Attached please find "CR49-2019: The Property Interests of Annapolis Junction Holdings, LP Are Not Disclosed in the DRRR."

Joel Hurewitz

CR49-2019: The Property Interests of Annapolis Junction Holdings, LP Are Not Disclosed in the DRRA

Joel Hurewitz April 22, 2019

Annapolis Junction Holdings, LP is identified as a fee simple owner in the DRRA, but its ownership interests are never disclosed. The attached Exhibit A with the legal description lists “Annapolis Junction Holdings, LP in the title, but then the parcel that it owns is never identified



CNA Job No. 13066
12/12/18
Page 1 of 10

Description of Property of
Chase Land, LLC and Annapolis Junction Holdings, LP
Howard County, Maryland
Sixth Election District

DRRA Exhibit A Description of Petitioner Property

The properties on the Howard County GIS website do not list any Annapolis Junction Holdings in the DRRA properties. A land records search for Howard County results in the only properties owned by Annapolis Junction Holdings being in Hanover, Maryland.

On the other hand, the DRRA makes clear that Chase Land, LLC is the successor by conversion from the Chase Limited Partnership. Similar disclosures are made in other land records documents for Chase.

7. Chase, as successor by conversion to Chase Limited Partnership, a Maryland limited partnership, is the owner of certain real property in Howard County, Maryland forming a part of the Petitioner Property more particularly shown on Howard County Tax Map 43, Block 19, as Parcel 234 and part of Parcel 235 (the "Quarry Property"), which Quarry Property is located vicinal to the County Contract Property.

DRRA page 2

In contrast to the DRRA, the Water Tower Purchase and Sale Agreement discloses in several instances, that Annapolis Junction Holdings is the successor to Konterra Limited Partnership:


PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 14th day of September 2018 (the "Effective Date"), by and among HOWARD COUNTY, MARYLAND, a body corporate and politic ("Purchaser" or the "County") and CHASE LAND, LLC, a Maryland limited liability company, successor by conversion to Chase Limited Partnership, a Maryland limited partnership ("Chase") and **ANNAPOLIS JUNCTION HOLDINGS, LP, a Maryland limited partnership, formerly known as Konterra Limited Partnership, a Maryland limited partnership** ("Annapolis Junction" and collectively with Chase, "Seller").

Water Tower Purchase and Sale Agreement page 1

ANNAPOLIS JUNCTION HOLDINGS, L.P., a
Maryland limited partnership, formerly known as
Konterra Limited Partnership, a Maryland limited
partnership

By: GOULD PROPERTY COMPANY,
its General Partner

By:  (SEAL)
Name: Caleb C. Gould
Title: Vice President

Water Tower Purchase and Sale Agreement page 26

Thus, for clarity, the DRRA should include similar statements that Annapolis Junction Holdings is the successor to the Konterra Limited Partnership.

(Talkin & Oh and the Howard County Solicitor have been made aware of the failure to state the property interests owned by Annapolis Junction Holdings in the DRRA, but do not appear to believe that it is necessary).

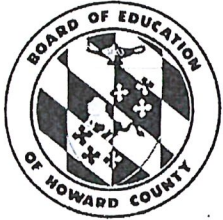
Sayers, Margery

From: Jahantab Siddiqui <Jahantab_Siddiqui@hcpss.org>
Sent: Monday, April 22, 2019 3:23 PM
To: CouncilMail
Cc: Brianna Hartley
Subject: Letter from BOE re: HS13 site.
Attachments: SCOAMLEACPK19042211170.pdf; ATT00001.htm

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Council members, please see attached letter. A hard copy will be sent this week.

Jahantab



**Board of Education
of Howard County**

Mavis Ellis
Chair

Kirsten A. Coombs
Vice Chair

Vicky Cutroneo

Christina Delmont-Small

Jennifer Swickard Mallo

Sabina Taj

Chao Wu, Ph.D.

Ambika Siddabathula
Student Member

Michael J. Martirano, Ed.D.
*Superintendent
Secretary/Treasurer*

April 22, 2019

Calvin Ball
County Executive
Howard County Government
3430 Courthouse Drive, 3rd Floor
Ellicott City, MD 21043

Dear County Executive Ball,

Thank you for requesting clarification regarding the Board's motions at its April 11, 2019 meeting regarding the Development Rights and Responsibilities Agreement (DRRA) to purchase land for High School 13. As you know, the Howard County Board of Education is about to begin a comprehensive process to balance capacity utilization across all 77 of our current schools in order to relieve the overcrowding of schools located in the highly-developed eastern part of Howard County. The success of the resulting solution is highly dependent on the opening of High School #13 for the 2023-2024 school year.

The Board recognizes that it is the County's responsibility to negotiate the DRRA, however, we felt it was necessary to discuss and share our concerns regarding the impact of the DRRA as proposed. We are encouraged that the County and seller are working to amend the agreement and address the concerns that have been raised. We appreciate you taking our concerns into account as you continue these negotiations. The Board remains committed to opening High School #13 in 2023 and will continue to work collaboratively with the County to achieve this goal. If you have any questions regarding the Board's motions or our timeline for the new high school, please contact Scott Washington, Director of Capital Planning & Construction at Scott_Washington@hcpss.org or 410-313-6807.

The Board appreciates your continued partnership, and your leadership in advancing this critical capital project, as we work to create safe and equitable learning environments for all students in Howard County.

Sincerely,

A handwritten signature in blue ink that reads "Mavis Ellis".

Mavis Ellis

CC: County Council members

Sayers, Margery

From: Rigby, Christiana
Sent: Monday, April 22, 2019 4:21 PM
To: Sayers, Margery
Subject: FW: Against CR49-2019

From: Sunmy Brown <s_brown0304@yahoo.com>
Sent: Monday, April 22, 2019 3:58 PM
To: Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Jones, Opel <ojones@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>; Jung, Deb <djung@howardcountymd.gov>; Yungmann, David <dyungmann@howardcountymd.gov>
Cc: Feldmark, Jessica <jfeldmark@howardcountymd.gov>
Subject: Against CR49-2019

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Howard County Council,

I am writing to you today because I quite concerned about CR49-2019. I am astonished that this bill is proposing a 25-year freeze on laws and zoning regulations for the 500 acres reserved in building HS 13 in the Jessup area. Please consider viable options that support sustainable and smarter growth in Howard County. It is imperative to think through the infrastructure needs that will enhance the quality of life in Howard County for citizens, instead of yielding to developers who seem to have more authority in this county than ever. This freeze will certainly impact the quality of life for all those living in Howard County. I urge each of you to think about how this freeze will impact our schools, our communities, infrastructure needs, and the environment. Please show strong leadership by voting against this bill.

Best Regards,

Sunmy Brown

4513 Kingscup Court

Ellicott City, MD 21042

Sayers, Margery

From: joel hurewitz <joelhurewitz@gmail.com>
Sent: Monday, April 22, 2019 6:20 PM
To: CouncilMail
Cc: Delorenzo, Carl
Subject: CR49-2019: The DRRRA Does Not Disclose All of the Persons Having a Legal or Equitable Interest in the Petitioner Property
Attachments: CR49-2019 The DRRRA Does Not Disclose All of the Persons Having a Legal or Equitable Interest in the Petitioner Property.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Councilmembers,

Attached please find "CR49-2019: The DRRRA Does Not Disclose All of the Persons Having a Legal or Equitable Interest in the Petitioner Property."

Joel Hurewitz

CR49-2019: The DRRA Does Not Disclose All of the Persons Having a Legal or Equitable Interest in the Petitioner Property

Joel Hurewitz April 22, 2019

Section 16.1703(a)(2) of the Howard County Code requires that the DRRA identify “the names of the persons having a legal or equitable interest in the real property subject to the agreement.” Paragraph 4 of the Recitals only identifies Annapolis Junction Holdings, Chase Land, and Howard County as “the sole persons having a legal or equitable interest” in the Petitioner Property.

In addition, it is unclear under what legal theory Howard County has an interest in the Petitioner Property. Its equitable interest as a contract purchaser of the parcels in the Water Tower Purchase and Sale Agreement is not fully explained in the DRRA. The property descriptions of the DRRA only make sense if the transfer of the water tower parcels close prior to the DRRA effective date, and the closing of the Water Tower Agreement is, in fact, a prerequisite for the closing of the School Site Agreement. In addition, the school site is adjoining and/or vicinal to the Petitioner Property, and not part of the DRRA.

The identification of only Annapolis Junction Holdings, Chase Land, and Howard County is an incomplete list of persons having a legal and/or equitable interest in the Petitioner Property. Howard County has undisclosed water and sewer easements and forest conservation easements. Of particular interest to those concerned about development on the Undeveloped Petitioner Property are the preservation easements held by the Howard County Conservancy. Savage Stone, LLC the operator of the quarry has a legal interest in the stone separate from the fee simple ownership of the quarry. Beneficiaries under deeds of trust may not have been disclosed. See Deed of Conservation Easement – Consent and Agreement of Trustees and Beneficiary Liber

9747 Folio 064. BGE and other utilities also have interests in the property which will be assumed but not discussed further herein.

In contrast to the lack of disclosure in the Chase DRRA, compare that of the Doughoregan/Carroll DRRA which included 176 pages of exhibits. See CR103-2010 Exhibit A Exhibits 1-10 FINAL. These exhibits included deeds, probate records and wills to show the title history of the property. Of particular importance here is “Exhibit 4 — Attorney title opinion certifying as to legal and equitable owners.”

LAW OFFICES OF
TALKIN & OH, LLP
COLUMBIA OFFICE
5100 DORSEY HALL DRIVE
ELlicOTT CITY, MARYLAND 21042-7870

(410) 964-0900
(301) 596-6900
Fax: (410) 964-2008

June 22, 2010

Ms. Charlotte R. Dryden
Real Estate Services
Howard County Department of Public Works
3430 Courthouse Drive
Ellicott City, Maryland 21043

Re: "Doughoregan Manor", 3500 Manor Lane, Ellicott City

Dear Ms. Dryden:

The following is a title report for the above-referenced property (the "Property").

Fee simple title in the Property is good and marketable as vested of record in Philip D. Carroll (also known as Philip Carroll) and Camilla Carroll, as tenants in common, as follows:

1. Deed from Charles Carroll, Junior to Philip A. Carroll, dated February 24, 1923 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber H.B.N. No. 117, folio 113.
2. Last Will and Testament of Philip A. Carroll (deceased July 8, 1957, survived by his wife, Nina R. Carroll) dated May 9, 1946, as amended by a Codicil thereto dated October 16, 1953, admitted to probate by Howard County Register of Wills (Estate No. 2046); Item Second devised all real property and improvements to his wife, Nina R. Carroll, for life, with a power of appointment (to devise through her Will upon her death) over all property located in Howard County, Maryland (including the Property).
3. Last Will and Testament of Nina R. Carroll (deceased February 11, 1989) dated June 4, 1979, as amended by a Codicil thereto dated November 28, 1986 and a Second Codicil thereto dated April 10, 1987, admitted to probate by the Howard County Register of Wills (Estate No. 7868); Item Third, as

062210.04

Ms. Charlotte R. Dryden
June 22, 2010
Page 2

amended, exercised the power of appointment granted by the Will of Philip A. Carroll and devised the Property to "such of the lineal descendants of my son, Philip Carroll, as shall survive me, in equal shares, per stirpes, as tenants in common", and the then-surviving lineal descendants of Philip Carroll were Philip D. Carroll (also known as Philip Carroll) and Camilla Carroll.

The Property is known as 3500 Manor Lane, Ellicott City, Maryland 21042, and is located in the Third Election District of Howard County, Maryland, containing 876.562 acres of land, more or less (per SDAT records). The Property is shown on Tax Map 23, Grid 10, Parcel 71, property tax account number 03-281779.

The Property is not encumbered by any open financing.

The Property is subject to the following exceptions and agreements:

1. Right of Way dated October 5, 1908, from Thomas P. O. Donnell and James O. Donnell to W. Raymond Cross, recorded among the Land Records in Liber W.W.L.C. 87, folio 662.
2. Deed of Easement dated May 23, 1977, from Nina R. Carroll to the Maryland Historical Trust, recorded among the Land Records in Liber 826, folio 542.
3. Right of Way Easement dated May 20, 1980, from Nina R. Carroll to Baltimore Gas and Electric Company, recorded among the Land Records in Liber 1047, folio 333.
4. Right of Way Easement dated March 29, 1981, from Nina R. Carroll to Baltimore Gas and Electric Company, recorded among the Land Records in Liber 1051, folio 633.
5. Deed of Preservation Easement dated October 4, 2006, by and among Philip Carroll and Camilla Carroll, The Howard County Conservancy, Inc., and Howard County, Maryland, recorded among the Land Records in Liber 10295, folio 58.
6. Plat entitled "Density Sending Plat, Property of Philip Carroll and Camilla Carroll", which Plat is recorded among the Land Records as Plat Number 18572.

Ms. Charlotte R. Dryden
June 22, 2010
Page 3

7. Plat entitled "Amended Plat of Easement, Sending Parcel, Property of Philip Carroll and Camilla Carroll", which Plat is recorded among the Land Records as Plat Number 19928.

Title was run through May 28, 2010.

Copies of the title documents, encumbrances and exceptions noted above are enclosed. If you have any questions, please do not hesitate to get in touch with me.

Sincerely,
Talkin & Oh, LLP

By:  Jonathan E. Greenstein
Of Counsel

enclosures

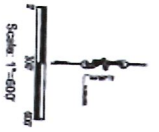
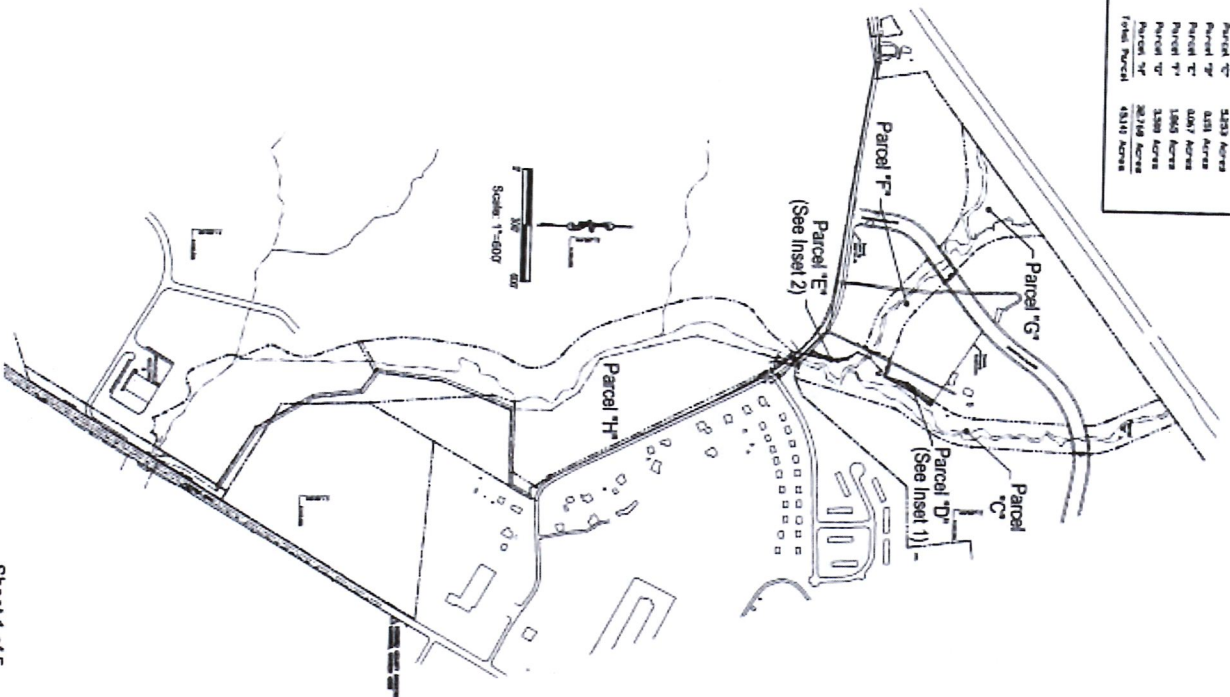
062210.04

As seen in the June 22, 2010 letter, the DRRA exhibit identified rights of way, easements including those to BGE, Maryland Historical Trust, and the Howard County Conservancy. The Chase DRRA has no such exhibits nor a list of easements. (As shown, the attorney title opinion was prepared by Talkin & Oh; it is unclear why Talkin & Oh failed to use this as a template for their work with the Chase DRRA).

The Preservation Easements

The Howard County Conservancy acquired easements to the property as part of the approval for the quarry in the Special Exception and the required development of the Ridgely's Run Community Center. See Liber 9747 Folio 055, January 2006.

Conservation Easement Acreage Schedule	
Parcel "A"	1237 Acres
Parcel "C"	2423 Acres
Parcel "F"	6211 Acres
Parcel "G"	4247 Acres
Parcel "H"	1560 Acres
Parcel "I"	3289 Acres
Parcel "J"	26716 Acres
Total Parcel	48142 Acres



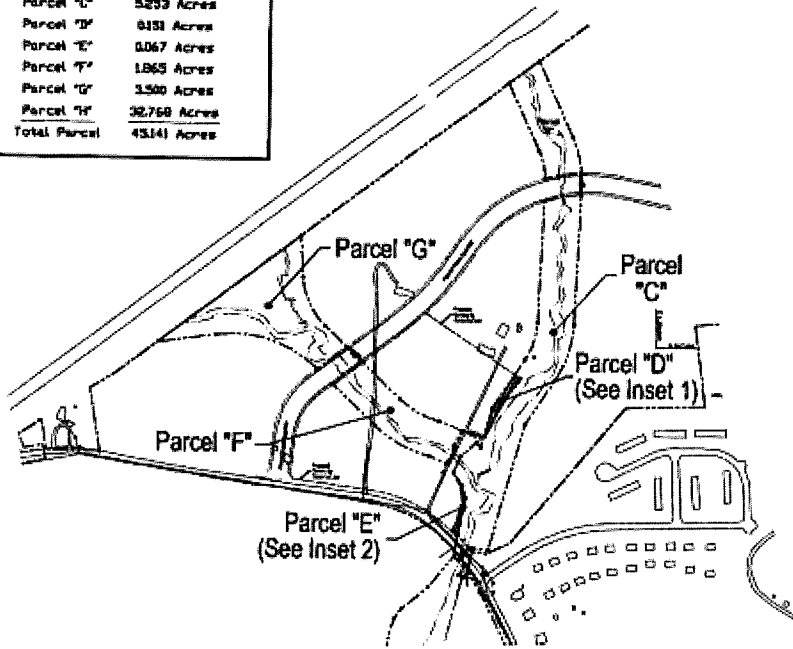
Approved 1/29/16	
Drawn By	DM
Checked By	DM
Date	12/29/2016
Project No.	160240
File Name	160240.dwg
Drawings	1 of 2

CME
ENGINEERING
Civil, Survey, Professional Engineering, Inc.
11111 Highway 100, Suite 100
P.O. Box 100
Perryville, MD 21775

Sheet 1 of 5
Index Map
CONSERVATION EASEMENT
for
CHASE MINING, LLC
6TH ELECTION DISTRICT
HOWARD COUNTY, MARYLAND

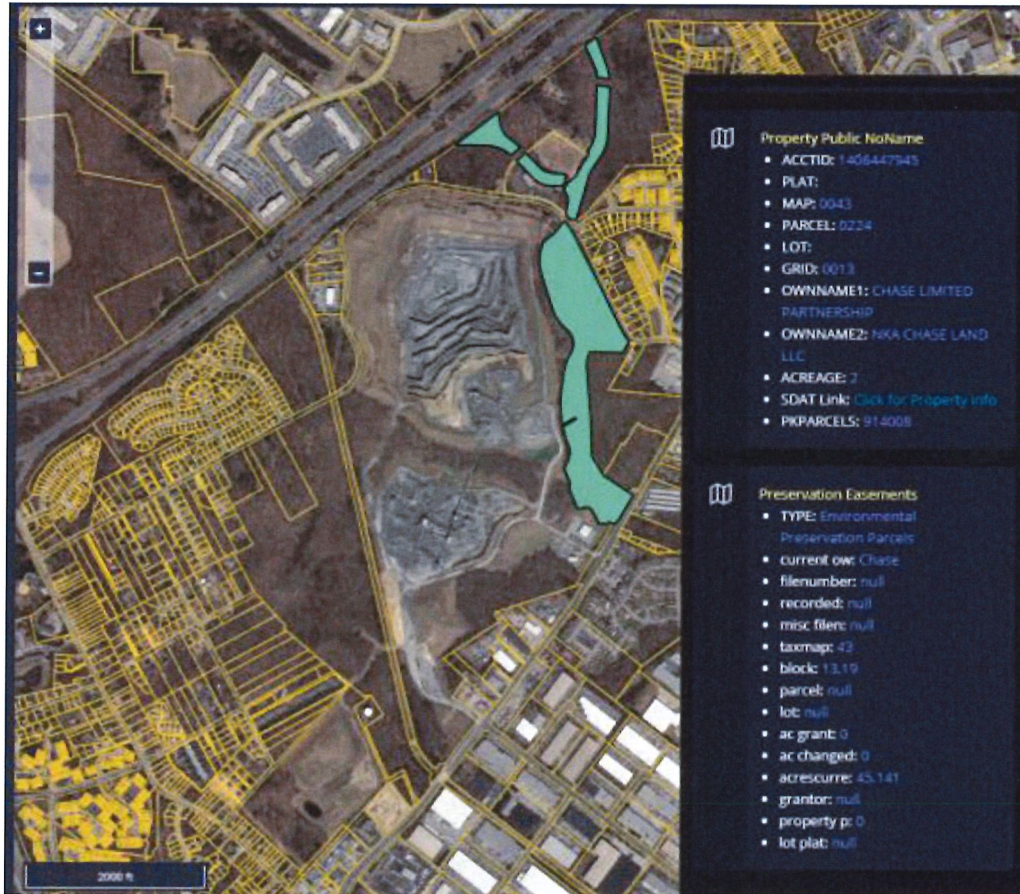
The Conservancy easements total approximately 45 acres of which about 32.8 acres are found in Parcel H which is included in the Undeveloped Petitioner Property but is not discussed in the DRRA.

Conservation Easement Acreage Delimitation	
Parcel "B"	1,537 Acres
Parcel "C"	5,233 Acres
Parcel "D"	8131 Acres
Parcel "E"	0,067 Acres
Parcel "F"	1,865 Acres
Parcel "G"	3,500 Acres
Parcel "H"	32,768 Acres
Total Parcel	45,141 Acres



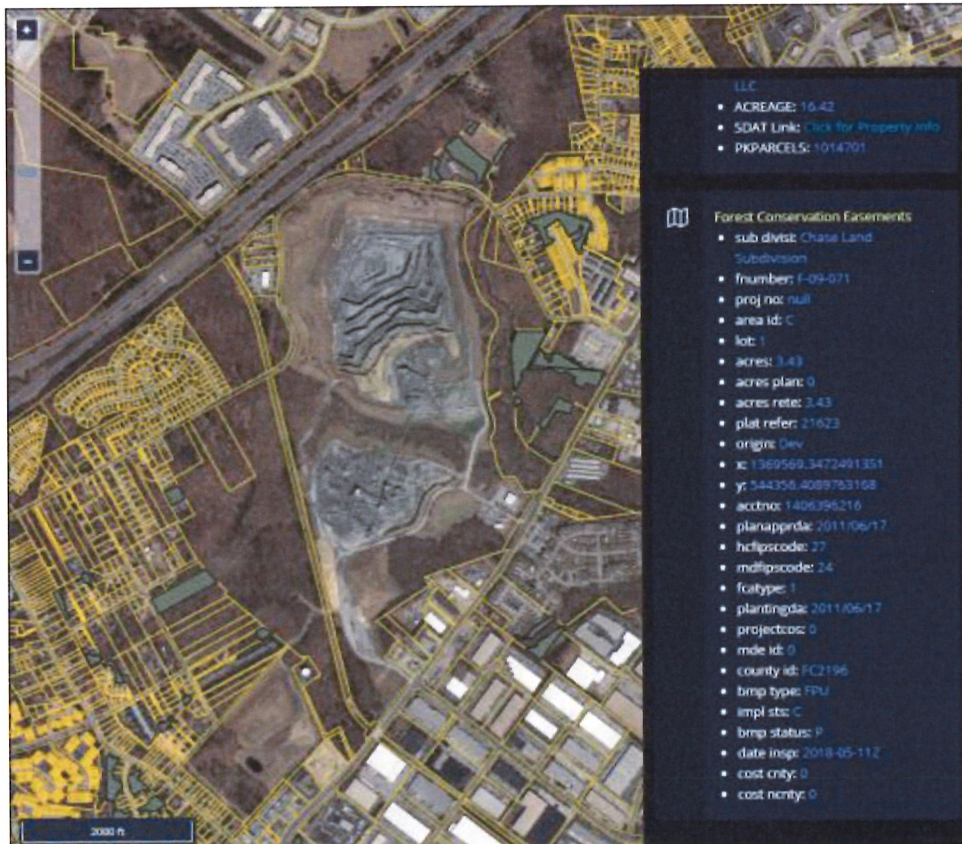
Liber 9747 Folio 069

The Howard County Conservancy easements are shown here on the County GIS map.



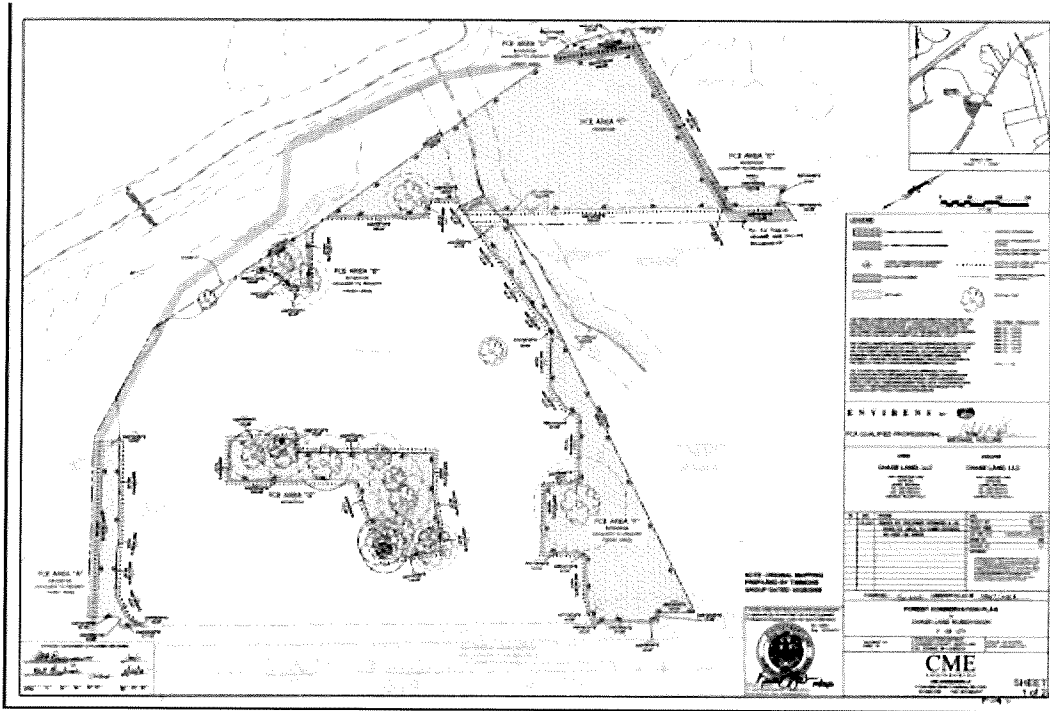
Howard County Conservancy Chase Land Easements

The Howard County Forest Conservation Easements are shown here.



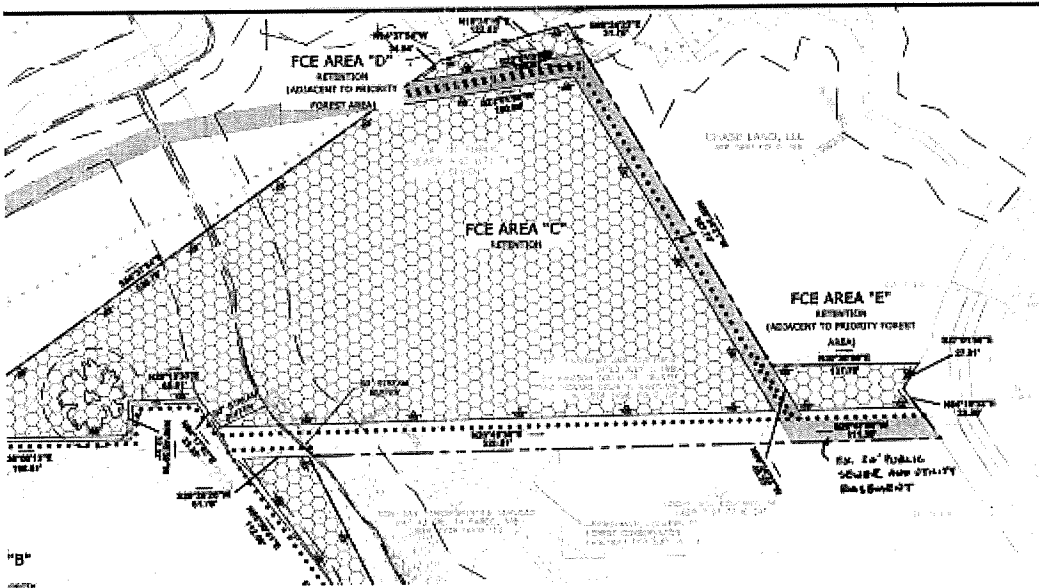
Howard County Forest Conservation Easements

Some of these easements are shown from F-09-071.



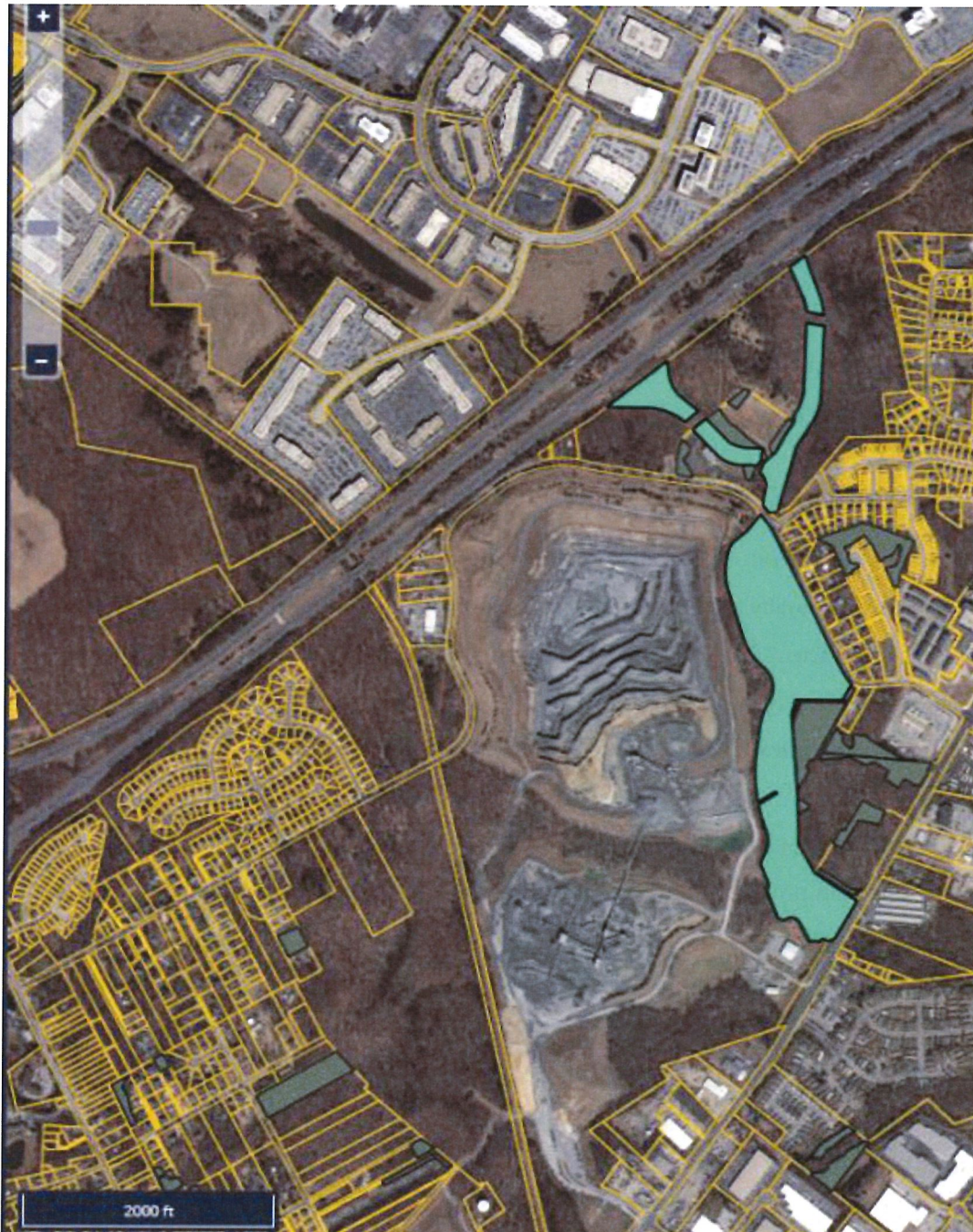
F-09-071 Forest Easements

In the blowup, also note the sewer easement. See also Liber 1496 Folio 195.



F-09-071 Forest Conservation Easement

The Howard County and Howard County Conservancy easements are shown together here.



Howard County and Howard County Conservancy Easements

Savage Stone, LLC

Because this is an active quarry mine, there are property ownership issues that would not occur with a regular DRRA for an undeveloped property. The legal and/or equitable interests of Savage Stone, LLC and possibly other related Gould family companies, including but not limited to, Laurel Sand and Gravel and Aggregate Management, Inc. have not been disclosed in the DRRA as required by the DRRA law.

The mine operator has legal rights separate from the fee simple owner of the property. In the most analogous case found, the Court of Special Appeals in interpreting the Maryland Dormant Mineral Interests Act stated:

“The Act defines a “mineral interest” as “an interest in a mineral estate, however created and regardless of form, whether absolute or fractional, divided or undivided, corporeal or incorporeal, including a fee simple or any lesser interest or any kind of royalty, production payment, executive right, nonexecutive right, leasehold, or lien in minerals, regardless of character.” Env. § 15-1201(c). From this, we conclude that a severed mineral interest constitutes a property right, and is, thus, a vested right.”

Mary Harvey v. Joseph Sines 137 A.3d 1045, 228 Md. App. 283 (2016).

In the article below in discussing similar legislation in Ohio concluded: “A lease is merely an **equitable interest** in property that allows another to explore for minerals and develop those minerals if found.” Separating Mineral Interests from the Surface May Result in Two Real Property Tax Bills (emphasis added). Thus, Savage Stone appears to have property rights in the quarry separate from the fee owner of the property.

OHIO AG MANAGER

Management Information For Today's Agricultural Business

HOME ABOUT US ASK AN EXPERT FARM MANAGEMENT WORKSHOPS

MANAGING FARM STRESS RESOURCES SUBSCRIBE TEAM DIRECTORY

Search this blog...

1
March
2013

SEPARATING MINERAL INTERESTS FROM THE SURFACE MAY RESULT IN TWO REAL PROPERTY TAX BILLS

Like Tweet Share

by Larry Gearhardt, OSU Income School Director

Some landowners in the oil and gas drilling area of Ohio may receive two real property tax bills for the same property. How can this happen? When the mineral interests are separated from the surface, the Ohio Revised Code (section 5713.04) requires the county auditor to list and value the land in separate entries, specifying the interest listed, and tax the parties owning the different interests. If the same person owns both the surface and the separated mineral interests, he may receive two property tax bills. This has surprised some landowners after the separation of the mineral interests.

WHY WOULD A LANDOWNER SEPARATE MINERAL INTERESTS BUT RETAIN OWNERSHIP?

Some landowners are taking the proactive step of separating the mineral interests from the surface for succession planning and tax management. It is not uncommon for a trust to be used. When we say that the landowner retains ownership of both the surface and mineral interests, we are also including the scenario where the mineral interests are separated and placed in a trust for the benefit of the surface owner. Each landowner has his own reason for doing this, but one reason is that it may provide flexibility when doing succession planning.

ONE LANDOWNER RECEIVING TWO PROPERTY TAX BILLS HAPPENS IN ONLY RARE CIRCUMSTANCES

The focus of this paper is on the very narrow circumstance where a landowner separates the mineral interests from the surface, by deed, and retains ownership of both interests, either personally or in trust, and the mineral interests are not yet developed.

Leasing mineral rights to another entity does not cause a separate tax bill. A lease is merely an equitable interest in property that allows another to explore for minerals and develop those minerals if found. The landowner normally receives a lease signing bonus and shares in the royalties from the

RECENT POSTS

- Should I Continue Farming?
- REMINDER- Registration will close soon...Come Join Us for the...Small Farm Conference & Trade Show
- Returns for Ohio Corn at Risk Management Association Projected Prices
- Returns for Ohio Soybeans at Risk Management Association Projected Prices
- Suggestions for Managing Stress

RECENT COMMENTS

CATEGORIES

- [Estate Planning](#)
- [Farm Policy](#)
- [Farm Rents](#)
- [Financial Management](#)
- [Labor Management](#)
- [Legal Issues](#)
- [Marketing](#)
- [Tax Management](#)
- [Uncategorized](#)
- [Upcoming Events](#)

META

Log in

The website for the quarry shows that Savage Stone, LLC is the operator.

Savage Stone, LLC



Savage Stone, LLC is a premier, state-of-the-art, granite rock quarry which opened for business in March of 2006.

Conveniently located on US Route 1, in Jessup, Maryland, our experienced sales and dispatch staff work tirelessly to provide superior service to all our customers, whether large or small.

Savage Stone offers a full line of quality crushed stone aggregates serving the contracting industry. We supply materials for many of the area's largest concrete and asphalt producers, as well as commercial and residential projects of all sizes.

Savage Stone also offers rip rap products for marine projects and shoreline protection, as well as fill and clay materials. Our products are available for customer pick up or alternately we also offer a delivery service upon request.



<http://www.savagestone.com/>

Savage Stone, LLC

[Home](#) [Location](#) [Products & Hours](#) [Contacts](#) [Downloads](#)



Management:

Edward Barnhouser - President
ed@aggmgt.com
Owen Stewart - Vice President
ostewart@SavageStone.com
Caleb Gould - Secretary/Treasurer
cgould@konterra.com

Central Dispatch / Sales:

Baltimore Area (410) 792-3753
DC Area (301) 953-8973
Toll Free (866) 747-3855
Fax: (301) 483-4095

Bob Sharbaugh - Sales Manager
bsharbaugh@Savagestone.com
or sales@savagestone.com

Additional Contacts:

Billing - Billing@SavageStone.com
Credit / Collections -
Credit@SavageStone.com
Accounts Payable -
AP@SavageStone.com
Payroll - PR@SavageStone.com

Corporate Website: www.AggMgt.com



<http://www.savagestone.com/contacts.html>

However, the corporate parent of Savage Stone appears to be Aggregate Management, Inc.

Aggregate Management, Inc.

Search

Search

[Home](#) [Locations Map](#) [Contacts](#) [Employees](#)



Aggregate Management, Inc. is the corporate headquarters for a collection of aggregate, asphalt, concrete and block companies at various locations in *Maryland, Virginia* and *West Virginia*. Originally founded as **Laurel Sand & Gravel, Inc.** in 1982, in Laurel, MD, we have expanded our operations to include locations in Prince Georges, Howard, Frederick, Carroll, Washington, Allegany & Garrett Counties in Maryland, Culpepper, Virginia, as well as sites in Grant, Hardy, Mineral, Pendleton and Tucker counties in West Virginia.

As an American, privately-held, family-owned business, we strive to deliver *superior service and quality aggregate, ready-mix and asphalt products* at competitive prices to all of our customers, large and small. Please follow the links to our various companies to find locations and materials to suit your next project.



Allegany Aggregates, Inc.



Fairfax Materials, Inc.



Laurel Asphalt



Savage Stone, LLC



S W Barrick & Sons

<http://www.aggmt.com/>

Aggregate Management, Inc.

Search

Search

[Home](#) [Locations Map](#) [Contacts](#) [Employees](#)



Corporate Office:

Toll Free: (800) 762-2294
Baltimore Area: (410) 792-7234
DC Area: (301) 953-7650
Fax: (301) 470-4075

Corporate Address:

6110 Frost Place - Suite 150
Laurel, MD 20707

Mailing Address:

P.O. Box 850
Laurel, MD 20725

Management Team:

Ron Matovcik - President
Caleb Gould - Vice President / Secretary
Ed Barnhouser - Vice President of Finance
Leslie Stewart - Director of Information Systems
Dennis Sullivan - Safety Director
Collin Sumpter - Resource Manager

ron@aggmt.com
cgould@konterra.com
ed@aggmt.com
leslie@aggmt.com
dennis@aggmt.com
collin@aggmt.com

Allegany Aggregates, Inc.
Maryland, West Virginia
(888) 255-1777

Fairfax Materials, Inc.
Maryland, West Virginia
(800) 325-8663

Laurel & Asphalt
Maryland
(301) 776-3919

Savage Stone, LLC
Maryland
(866) 747-3855

S.W. Barrick & Sons
Maryland
(800) 546-6343

<http://www.aggmt.com/contacts.html>

Regarding the Ridgely's Run Community Center development, Chase Land is the "owner" and Savage Stone is the "developer" for the storm water maintenance agreement.

LIBER 09818 FOLIO 465

000191

Maintenance Agreement No. SDP-05-107
Developer/Owner

MAINTENANCE AGREEMENT
SITE DEVELOPMENT
PRIVATE STORM WATER MANAGEMENT FACILITIES

MDR 6
Feb 13, 2006 09:55 am

THIS MAINTENANCE AGREEMENT is made this 7th day of February, 2006, by and between **SAVAGE STONE, LLC**, a Maryland limited liability company, hereinafter referred to as "Developer"; and **CHASE LAND, LLC**, a Maryland limited liability company, hereinafter referred to as "Owner"; and **HOWARD COUNTY, MARYLAND**, a body corporate and politic, hereinafter referred to as "County".

WHEREAS, the property identified on the plat entitled "Subdivision Plat Of Ridgelys Run Community Center, Parcel 'A', A Subdivision Of Parcel P/O 235" was acquired by Chase Limited Partnership, by virtue of a deed dated January 3, 1996, from Kingdon Gould, as Trustee and recorded among the Land Records of Howard County, Maryland, in Liber 5867, Folio 368. The said Chase Limited Partnership was converted to Chase Land, LLC by Articles of Organization dated and filed with the Maryland State Department of Assessments and Taxation on December 23, 2004; and

WHEREAS, the Developer has undertaken to develop a parcel of land owned by the Owner shown on the Site Development Plan entitled "Ridgelys Run Community Center", and described in Howard County Tax Map Number 43 as Part of Parcel Number 235, Block Numbers 7, 8, and 13, in the Sixth Election District, Tax Account Number 06-396216; and

WHEREAS, after approval of the Site Development Plan, the Developer is required to construct a private storm water management system ("Private Improvements" hereinafter) in accordance with the provisions of Section 18.900 et seq. of the Howard County Code and PSWM Agreement No. SDP-05-107 executed with the County, dated February 7, 2006, and incorporated herein by reference ("Developer Agreement" hereinafter); and

WHEREAS, the Owner is the titleholder of the aforesaid parcel of land (the "Property" hereinafter) upon which the Private Improvements are to be constructed.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter expressed, the Developer and Owner, for themselves and their successor and assigns, and the County agree as follows:

1. **Maintenance of Improvements:** Developer and Owner, for themselves, their heirs, successors and assigns, hereby stipulate full awareness, understanding and acceptance of their responsibilities under this Agreement and shall maintain, in perpetuity,

PRIVMAIN.OWN
January 26, 2006

HOWARD COUNTY CIRCUIT COURT (Land Records) MDR 9818, p. 0465, MSA_CE53_9808, Date available 02/22/2006, Printed 03/23/2019.

NC

2-9-04

PARCEL "A"

OWNER / DEVELOPER

OWNER
CHASE LAND, LLC
 SUCCESSOR BY NAME
 CHANGE TO CHASE
 LIMITED PARTNERSHIP
 P.O. BOX 850
 LAUREL, MD 20725
 410-792-7234
 CO CALEB GOULD

DEVELOPER
SAVAGE STONE LLC
 P.O. BOX 850
 LAUREL, MD 20725
 410-792-7234
 CO HILLARY COLT CAHAN

Sheet 2
Sheet 3

Sheet 2
Sheet 4

IF THIS PLAN
 DEPARTMENT OF PLANNING AND ZONING
 COUNTY, MARYLAND, ITS SUCCESSORS AND
 AND OTHER MUNICIPAL UTILITIES AND
 RIGHTS SHOWN HEREON, 2) THE RIGHT TO
 OPEN PLAINS AND OPEN SPACE WHERE
 RIGHT AND OPTION TO HOWARD COUNTY
 3D PLANS, STORM DRAINAGE FACILITIES
 AY AND DRAINAGE BASEMENTS FOR THE
 BELOW OR SIMILAR STRUCTURE OR ANY

Caleb Gould
 CALEB GOULD, MANAGING MEMBER
 CHASE LAND, LLC

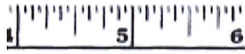
SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT,
 THAT IT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY KINGDON
 GOULD TO CHASE LAND, LLC, A MARYLAND LIMITED LIABILITY COMPANY,
 SUCCESSOR BY NAME CHANGE / CONVERSION TO CHASE LIMITED
 PARTNERSHIP, LAUREL, MD 20725 AND RECORDED IN THE LAND RECORDS OF
 HOWARD COUNTY IN LIBER 3467, 30130 0348, AND THAT ALL MONUMENTS
 ARE IN PLACE OR WILL BE IN PLACE PRIOR TO THE ACCEPTANCE OF THE
 SUBDIVISION IN HOWARD COUNTY AS SHOWN, IN ACCORDANCE WITH THE
 ANNOTATED CODES OF MARYLAND, AS AMENDED.

Lowell Lane Chapman
 LOWELL LANE CHAPMAN NO. 10701
 DATE

RECORDED AS PLAT _____ ON _____	
AMONG THE LAND RECORDS OF HOWARD COUNTY, MD	
SAVAGE STONE LLC - PARCEL "A"	
TAX MAP: 43	6TH ELECTION DISTRICT
PARCEL NO: 234 & 235	HOWARD COUNTY, MARYLAND
GRID: 19	EX ZONING M-1 & MXD-3
SCALE: AS NOTED	DATE: MARCH 2005 REVISED: 01/18/06
Planning & Zoning Subdivision Files	
SDP-99-134	WP-04-68
BA-95-58E	WP-05-118
WP-00-34	24-3778-D
20-1230	20-1310
CME ENGINEERING	
<small>Civil Engineering, Surveying, and Mapping 17 Ridge Parkway, Columbia, MD 21046 (410) 730-1000 Fax: (410) 730-1001 E-mail: cme@cme-engineering.com</small>	
SHEET 2 of 10	

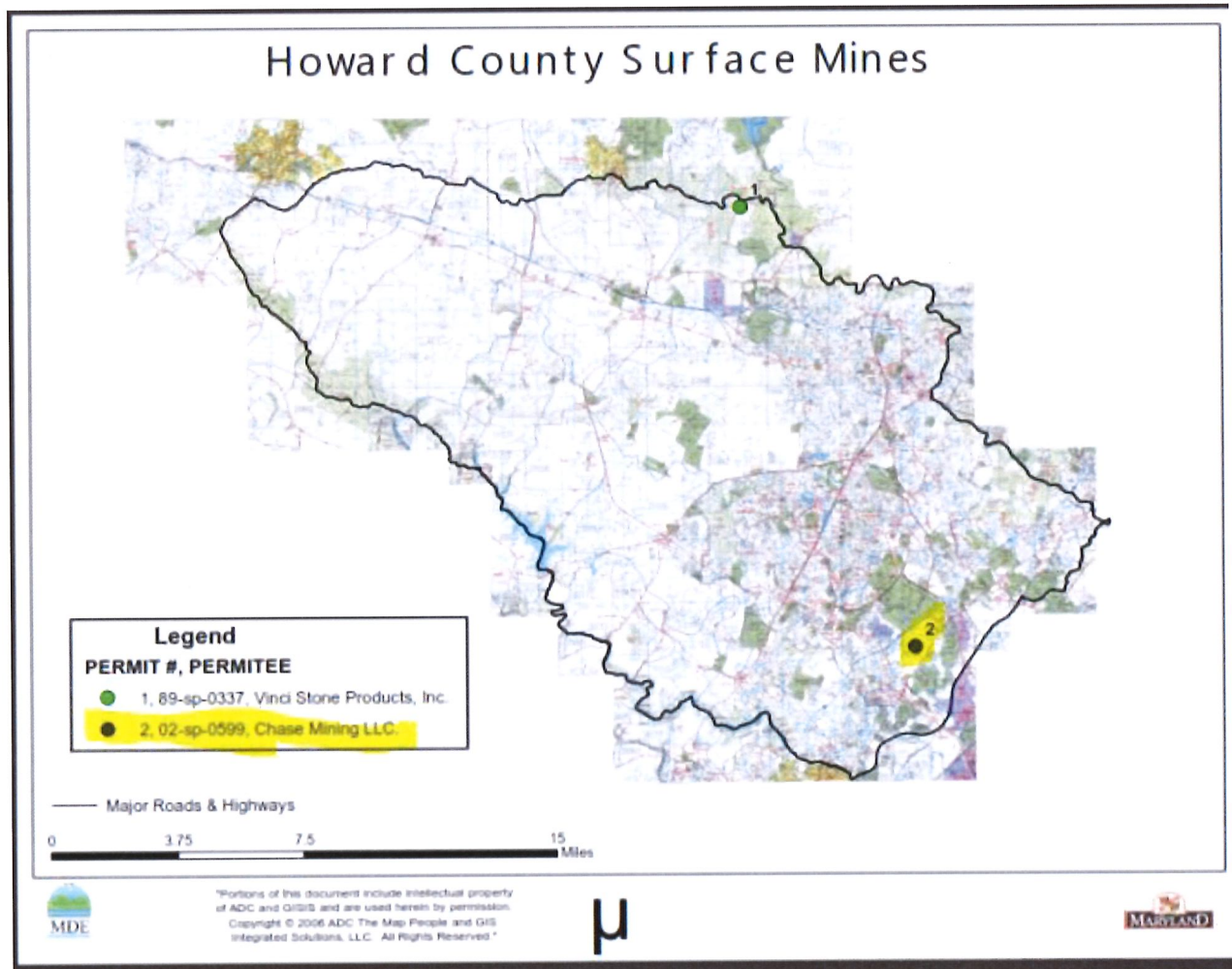
11 Gal / r

P119081 MSA Cw 2125 3346-2 F.06-063



Maryland Department of the Environment Lists Savage Stone not Chase Land as the Mine Operator

MDE shows that Savage Stone is the owner of the mining permit. It was originally issued to Chase Mining before its name change to Savage Stone.



The ownership of the quarry property is further complicated that the SDP for the school site has Savage Stone and not Chase Land as the owner.



SDP-17-064 page 1

The unclear ownership relationships are also demonstrated by the listing below on the Brownfield Master Inventory Report from July 2, 2018. It includes "Savage Stone," "Chase," and "Laurel Sand & Gravel, Inc."



Brownfield Master Inventory (BMI) Report - Active Sites, By County
July 02, 2018

Howard		
BMI #: <u>MD1614</u>	Long Reach Village Center - : 8775 Cloudleap Court, Columbia	
Assessment Ongoing: <u>Yes</u>	Remediation Ongoing: <u>No</u>	Determination Issued: <u>No</u>
Withdrawn from VCP: <u>No</u>	Site Closed/Archived: <u>No</u>	
Factsheet URL: <u>Fact Sheet Not Available.</u>		
Voluntary Cleanup Program (VCP): <u>No</u>	Fed Facility: <u>No</u>	State Master List*: <u>No</u>
Groundwater Investigation Site (GWI) <u>No</u>	Frm. Used Def. Site (FUDS): <u>No</u>	Non-Master List*: <u>No</u>
Brownfield Assessment Project: <u>No</u>	National Priority List (NPL): <u>No</u>	Site Assessment Project: <u>No</u>
BMI #: <u>MD1552</u>	Grandfather's Garden Center - Grandfather's Nursery, Grandfather's Gardens: 5320 Phelps Luck Drive, Columbia	
The Ryland Group, Inc., 6240 Old Dobbin Lane, Suite 190, Columbia MD 21045		INCULPABLE PERSON
Lang, Miller & Associates, Inc., 5320 Phelps Luck Drive, Columbia MD 21045		RESPONSIBLE PERSON
Assessment Ongoing: <u>Yes</u>	Remediation Ongoing: <u>No</u>	Determination Issued: <u>No</u>
Withdrawn from VCP: <u>No</u>	Site Closed/Archived: <u>No</u>	
Factsheet URL: <u>No Fact Sheet Available.</u>		
Voluntary Cleanup Program (VCP): <u>Yes</u>	Fed Facility: <u>No</u>	State Master List*: <u>No</u>
Groundwater Investigation Site (GWI) <u>No</u>	Frm. Used Def. Site (FUDS): <u>No</u>	Non-Master List*: <u>No</u>
Brownfield Assessment Project: <u>No</u>	National Priority List (NPL): <u>No</u>	Site Assessment Project: <u>No</u>
BMI #: <u>MD1792</u>	Meadowridge Property - Includes Cemetery Lane West (VCP): South side of Meadowridge Road and due west of Interstate 95, adjacent to 6510 Meadowridge Road, Elkridge	
Assessment Ongoing: <u>Yes</u>	Remediation Ongoing: <u>No</u>	Determination Issued: <u>No</u>
Withdrawn from VCP: <u>No</u>	Site Closed/Archived: <u>No</u>	
Factsheet URL: <u>Fact Sheet Not Available.</u>		
Voluntary Cleanup Program (VCP): <u>No</u>	Fed Facility: <u>No</u>	State Master List*: <u>No</u>
Groundwater Investigation Site (GWI) <u>No</u>	Frm. Used Def. Site (FUDS): <u>No</u>	Non-Master List*: <u>No</u>
Brownfield Assessment Project: <u>No</u>	National Priority List (NPL): <u>No</u>	Site Assessment Project: <u>No</u>
BMI #: <u>MD1534</u>	Savage Stone Quarry Chase School Haul Project - Laurel Sand & Gravel, Inc.: South of Mission Road, Jessup	
Assessment Ongoing: <u>No</u>	Remediation Ongoing: <u>No</u>	Determination Issued: <u>Yes</u>
Withdrawn from VCP: <u>No</u>	Site Closed/Archived: <u>No</u>	
Factsheet URL: <u>Fact sheet not available.</u>		
Voluntary Cleanup Program (VCP): <u>No</u>	Fed Facility: <u>No</u>	State Master List*: <u>No</u>
Groundwater Investigation Site (GWI) <u>No</u>	Frm. Used Def. Site (FUDS): <u>No</u>	Non-Master List*: <u>No</u>
Brownfield Assessment Project: <u>No</u>	National Priority List (NPL): <u>No</u>	Site Assessment Project: <u>No</u>

Further complications arise because of the current state of the MDE mining records. In a phone call with MDE on April 22, 2019, MDE staff stated that Savage Stone renewed its mining permit on January 17, 2019. The owner of the fee simple property and of the mine are both listed as Savage Stone. Chase Land does not appear in the current MDE records.

Chase Land, LLC is not now and appears never to have been the operator of the quarry. So when section 1.2 of the DRRA states that Chase Land will “operate” the quarry, this appears to be an inaccurate statement. The County has no relationship under the DRRA with the operator of the quarry. If the quarry companies were to be sold to third parties, they would be totally separate from Chase Land and the other Gould family companies. Howard County would perhaps have rights as a third party beneficiary of any lease between Chase Land and the mine operators, but not under the DRRA. So the ownership and corporate relationships of the various Gould family companies needs to be not only disclosed but clarified regarding the Quarry Property and the ownership of the quarry. In addition, it seems that perhaps Savage Stone should be added as a necessary party to the DRRA.

(The Howard County Solicitor has been made aware of many of these issues, but believes it is the responsibility of the Petitioner to disclose those entities with legal or equitable interests in the Property, and he finds the DRRA legally sufficient).

Sayers, Margery

From: Stuart Kohn <stukohn@verizon.net>
Sent: Tuesday, April 23, 2019 8:39 AM
To: CouncilMail; Ball, Calvin; stukohn@verizon.net
Subject: We Need Improvements on Late And Substantive Amendments

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members and County Executive Ball,

Good Morning.

Last night at the Council's Public Legislative Hearing many in the audience were dismayed concerning the extremely almost last minute amendment filing to CR49-2019. In fact some of our Council members were not aware of it. The lack of transparency and "Substantive" Amendments need to be curtailed for the betterment of public communications.

County Executive Ball stated on 8 April in his Press-release the following regarding his rationale for vetoing CB11 - the Scenic Roads Bill - "I know that we all support transparency and public participation." He is absolutely CORRECT. We have a suggestion for improvement. The suggestion is that NO FILING of ANY AMENDMENTS SHALL BE PERMITTED 7 CALENDAR DAYS PRIOR TO THE SCHEDULED DATE OF THE PUBLIC LEGISLATIVE HEARING. This would give your constituents the opportunity to review, make comments and include any concerns or improvements to the given Amendment in a Public setting so ALL parties can hear the testimony. To say the public can provide written testimony regarding the Bill to include all the Amendments is by far not the same as oral testimony. This is especially true if a Councilperson has a question pertaining to the testimony. Upon hearing the testimony a person in the audience might pick something up whereby they previously didn't think about it enabling them to include testimony on the Amendment.

As you know we are not at all happy with not having guidelines which could possibly establish defining what constitutes "Substantive" Amendments. If we could to some extent quantify this it would be be beneficial for all concerned parties.

We suggest after the Budget Hearings that a small group get together to brainstorm and discuss a means to once and for all establish criteria to overcome the problem of what is the meaning of "Substantive" and the last minute filing of Amendments which the public should have the opportunity to orally testify

We would appreciate your feedback on this most important matter. Perhaps by the lessons learned we can all obtain a better understanding and appreciation to rectify the problem which has plagued us for far too long.

Sincerely,

Stu Kohn
HCCA President

Sent from my iPhone